

WORK SESSION
2024 General Fund Budget/Tax Levy
5:45 - 7:00 PM



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, August 21, 2023
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
 - 5.A. Growth Through Opportunity (GTO) 2023 Program Recap
<https://www.cbsnews.com/minnesota/news/chaska-summer-program-lets-interns-try-jobs-in-every-city-department/?intcid=CNM-00-10abd1h>
 - 5.B. Chaska Historical Society Update - Lisa Oberski
 - 5.C. Beyond the Yellow Ribbon - Libby Fairchild
6. Approve Previous Meeting Minutes
 - 6.A. City Council Meeting Minutes 7/31/2023
7. Consent Items
 - 7.A. Adopt Resolution No. 2023-61 for Counting Write-In Votes for Local Elective Office
 - 7.B. Adopt Ordinance No. 2023-1035 Amending Chapter 5, Article 5.04, Sections 5.04.030 and 5.04.080 of the Chaska Minnesota Code of Ordinance
 - 7.C. Adopt Resolution No. 2023-64 Awarding Bid for 2023 Chaska Town Course Clubhouse Roof and Removal

- 7.D. Resolution 2023-65 Authorizing Signature of Professional Services Contract with Minnesota Department of Transportation (MNDOT) for Archeological Mitigation
- 7.E. Adopt Resolution No. 2023-66 Fire Sprinkler Assessment Petition for 500 Chestnut Street N.
- 7.F. Resolution 2023-67 Bond Sale Reimbursement
- 7.G. Adopt Resolution No. 2023-68 Approving the Final Site & Building Plan and Final Plat for Structures, Inc./Jeremy Banken/PC #2023-19
- 7.H. Approve Temporary On-Sale Intoxicating Liquor License - Chaska Rotary Foundation
- 7.I. Adopt Resolution #2023-70 Items Related to the Funding of the Creek Road Trunk Sewer Project
- 7.J. Establish a Public Hearing for Proposed SSD 2024 Operating Plan, Budget, and Service Changes
- 8. Action Items
 - 8.A. Adopt Resolution No. 2023-69 and Ordinance No. 1036 Approving the Variance and Rezoning Request from the Wooded Steep Slope Setbacks for Linda Carlson's Home/Linda Carlson/PC #2023-18
 - 8.A.i. Ordinance No. 1036
- 9. Bills
 - 9.A. ACCOUNTS PAYABLE CLAIMS ROSTER 8-21-2023
- 10. Other Business
 - 10.A. City Administrator's Report
 - 10.B. Financial Reports as of 06/30/2023
- 11. Adjourn

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**- MINUTES -
CHASKA CITY COUNCIL
JULY 31, 2023**

1. Call to Order

The meeting was called to order by Mayor Windschitl at 7:05 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; Kevin Wright, Community Engagement Manager; Elise Durbin, Assistant Administrator; and Christophe Morschen, City Attorney.

4. Adopt the Agenda

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

5. Visitor Presentation

No one wished to present to the Council.

6. Approve Previous Meeting Minutes

6.A. Approve the July 17, 2023 City Council Meeting Minutes

Motion by Councilmember Hubbard, second by Councilmember Grau to approve the minutes of the July 17, 2023 City Council meeting.

Motion carried.

7. Consent Agenda

Mayor Windschitl pointed out Sienna White has been a phenomenal student representative with the Human Rights Commission. She is resigning from the Commission to head off to college.

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

- A. Resolution 2023-63 - Identifying the Need for Livable Communities Policy Development Account Funding and Authorizing Application for Grant Funds

Motion to adopt Resolution No. 2023-63 Identifying the Need for Livable Communities Policy Development Account Funding and Authorizing Application for Grant Funds.

- B. Adopt Resolution 2023-62 - Accepting Gifts and Donations

Motion to adopt Resolution 2023-62 acknowledging and accepting gifts to the City of Chaska received during the period April 1, 2023 through June 30, 2023.

- C. Human Rights Commission Resignation - Sienna White

Motion to accept the resignation of Sienna White from the Chaska Human Rights Commission and move First Alternate, Rehm Lesueur into the vacant position.

D. Amendment 1 to the St. Francis Regional Medical Center Lease
Approve Amendment 1 of St. Francis Regional Medical Center Lease for another five-year term.

Motion carried.

8. Action Items

9. Bills

9.A. Accounts Payable Claims Roster 31-7-2023

The Council requested further information about bills on pages 4, 22, and 26.

City Administrator Podhradsky provided further information regarding those bills.

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

Motion carried.

10. Other Business

10.A. City Administrator's Report

Councilmember Huang:

- Pointed out River City Days had a fantastic turnout.
- Stated Night to Unite is August 1, 2023.
- Noted the Chaska Community Center Open House is August 9, 2023.
- Added Carver County Fair is August 9-13, 2023.
- Stated there is a Fire Department Open House on September 11, 2023.
- Shared there is a food distribution is August 17, 2023.

Councilmember Grau:

- Noted there is a man-made trail near the archery range that can pose a danger.
- Pointed out Tour de Tonka is the upcoming weekend.

Councilmember Hubbard:

- Agreed River City Days hosted a great event.
- Listened to webinar by the League of Minnesota Cities about the marijuana law changes. City Administrator Podhradsky summarized the Council's previous discussion on the marijuana law changes.
- Asked for an update on the ordinance related to transient accommodations. Assistant City Administrator Durbin provided an update.

Councilmember Hatfield:

- Noted there is a low-cost pet vaccination clinic on August 3, 2023 hosted by Chaska Police Department.

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- Stated the Minnesota Wild is putting on an event on August 1, 2023 at Chaska High School.

Assistant City Administrator Durbin:

- Explained the City put in a funding request for the new public safety facility, and the request has made it to the Senate Appropriations Bill. Final word on the funds will come at the end of the year.

City Administrator Podhradsky:

- Stated close to \$900,000 has been raised over the last few weeks by the Rotary for the Mircle League Field.

Mayor Windschitl:

- Noted the site on Creek Road is getting ready to be built upon.
- Stated Minnesota Municipal Power Agency believes Chaska can be 90 percent renewable by 2035 and stay competitive with Xcel.

10.B. Financial Reports as of 5/31/2023

11. Adjourn

Motion by Councilmember Hubbard, second by Councilmember Grau to adjourn the meeting at 7:57 p.m.

Motion carried.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/21/2023**

Subject: Counting Write-In Votes for Local Elective Office

Prepared By: Denise Beebe, Senior Clerk

During the 2023 legislative session several election administrations laws were changed.

Now, Minnesota Statute 204B.09, subdivision 3 allows for a governing body of a statutory or home rule charter city be allowed to adopt a resolution governing the counting of write-in votes for local elective office.

The change allows election officials to count only registered write-in candidates aligning the write-in recording process with Federal, State and County offices.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2023-61 requiring candidates for city office to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA
RESOLUTION

DATE: 8/21/ 2023 **RESOLUTION NO.** 2023-61

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

A RESOLUTION FOR COUNTING WRITE-IN VOTES FOR LOCAL ELECTION OFFICE

WHEREAS, Minnesota Statute 204B.09, subdivision 3 allows for the governing body of a statutory or home rule charter city to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the current write-in vote counting process is overly time consuming and unnecessary. Counting only registered write-in candidates aligns the write-in recording process with Federal, State and County offices.

THEREFORE, NOW BE IT RESOLVED that the City of Chaska hereby requires candidates for city office to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August, 2023.

Mark Windschitl, Mayor

Attest _____
Chaska Deputy Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/21/2023

Subject: Amend Chaska Code of Ordinance, Chapter 5, Article 5.04, Sections 5.04.030 and 5.04.080

Prepared By: Denise Beebe, Senior Clerk

The city is moving to an online business license/permitting process for 2024.

This change will allow business owners and individuals to purchase or renew the following licenses/permits online:

Tobacco
Game of Skill
Refuse Haulers
Massage Therapist
Massage Businesses
Golf Cart Permits
Solicitor/Peddler/Transient
Transient Accommodations

With this change the business owner and/or individual will now have the responsibility to print or download the licenses/permits themselves once it is approved. Therefore, an ordinance amendment is needed to reflect this change as the city will no longer be printing the license/permit and laminating or providing badge holders.

CITY COUNCIL ACTION REQUESTED

Motion to amend Chapter 5, Article 5.04, Sections 5.04.030 and 5.04.080 of the Chaska Minnesota Code of Ordinances as provided.

**CITY OF CHASKA
ORDINANCE MC 2023 - 1035**

**AMEND CHAPTER 5, ARTICLE 5.04, SECTION 5.04.030 AND 5.04.080 OF THE
CHASKA MINNESOTA CODE OF ORDINANCES**

WHEREAS, Section 5.04.030 Exemptions, needs to be revised for clarification; and

WHEREAS, In 2024 the City of Chaska is moving to an online business license/permitting process so Section 5.04.080 needs to reflect that change; and

WHEREAS, the permittee will be responsible for printing or downloading their own license/permit and no longer receive a badge holder for the license/permit from the City for visible display.

NOW THEREFORE, be it ordained by the Council of the City of Chaska, in the State of Minnesota, as follows: To amend Chapter 5, Article 5.04, Sections 5.04.030 and 5.04.080 of the Chaska Minnesota Code of Ordinances.

SECTION 1: **AMENDMENT** “5.04.080 Exhibition Of Permit” of the City of Chaska Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

5.04.080 Exhibition Of Permit

Permittees are required to visibly display their permits while soliciting.

The permit holder must have in their possession at times while engaging in soliciting, a State or Federal ID, such as a driver's license or passport.

(Ord. No. 291, Sec. 1, 11/19/79; Ord. No. 967, Sec. 1, 8/5/19)

A F T E R A M E N D M E N T

5.04.080 Exhibition Of Permit

~~Permittees are required to visibly display their permits while soliciting.~~ All permits issued under this section shall be carried by the permittee, and such permit shall, whenever requested, show the permit to any officer or citizen who requests to see such permit.

The permit holder must also have in their possession at times while engaging in soliciting, a State or Federal ID, such as a driver's license or passport.

(Ord. No. 291, Sec. 1, 11/19/79; Ord. No. 967, Sec. 1, 8/5/19)

SECTION 2: AMENDMENT “5.04.030 Exemptions” of the City of Chaska Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

5.04.030 Exemptions

The terms of this article do not include the acts of persons selling personal property at wholesale to dealers in such articles, nor to newsboys, nor to the acts of merchants or their employees in delivering goods in the regular course of business. Nothing contained in this article prohibits any sale required by statute or by order of any court or prevents any person from conducting a bona fide auction sale pursuant to law.

(Ord. No. 291, Sec. 1, 11/19/79; Ord. No. 967, Sec. 1, 8/5/19)

AFTER AMENDMENT

5.04.030 Exemptions

~~The terms of this article do not include the acts of persons selling personal property at wholesale to dealers in such articles, nor to newsboys, nor to the acts of merchants or their employees in delivering goods in the regular course of business. Nothing contained in this article prohibits any sale required by statute or by order of any court or prevents any person from conducting a bona fide auction sale pursuant to law. (Ord. No. 291, Sec. 1, 11/19/79; Ord. No. 967, Sec. 1, 8/5/19)~~

A. This article does not apply to the following:

1. Any sale under court order.
2. Any bona fide auction sale.
3. A sale at wholesale to a retail dealer.
4. The sale of farm or garden products by the person producing same.
5. Door to door delivery of newspapers.
6. A person making deliveries of food, dairy or bakery products to customers on established delivery routes.
7. The sale of goods or products by minors wherein the proceeds from the sale go for the support of a nonprofit organization.

B. These exemptions shall not excuse a person from complying with any other applicable provisions of city ordinances.

PASSED AND ADOPTED BY THE CITY OF CHASKA COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Grau	_____	_____	_____	_____
Councilmember Hatfield	_____	_____	_____	_____
Councilmember Huang	_____	_____	_____	_____
Councilmember Hubbard	_____	_____	_____	_____
Mayor Windschitl	_____	_____	_____	_____

Presiding Officer

Attest

Mark Windschitl, Mayor, City of
Chaska

Denise Beebe, Senior Clerk, City of
Chaska

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/21/2023**

Subject: 2023 Chaska Town Course Clubhouse Roof and Removal

Prepared By: Brian Jung, Public Works Director

Specifications were prepared for 2023 Chaska Town Course Clubhouse Roof Removal and Replacement.

Bids were opened on July 24th ,2023 at 1:00PM. The results were as follows:

- Allied Construction \$207,500.00
- Carroll's Exterior Remolding \$255,044.00

The low bid is below the budget amount. Allied Construction is a reputable local firm that has done work for the City of Chaska in the past.

Staff recommends awarding the bid for 2023 Chaska Town Course Clubhouse Roof and Removal to Allied Construction.

CITY COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2023-64 awarding the bid for the 2023 Chaska Town Course Clubhouse Roof and Removal to Allied Construction in the low bid amount of \$207,500.00.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE: 08/21/2023 **RESOLUTION NO.** 2023-64

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

**A Resolution Awarding the 2023 Bid for the 2023 Chaska Town Course Clubhouse
Roof Removal and Replacement to Allied Construction in the Low Bid Amount of
\$207,500.00**

WHEREAS, on July 24, 2023, bids were opened and tabulated for the 2023 Chaska Town Course Clubhouse Roof Removal and Replacement according to State Statute: and

- Allied Construction \$207,500.00
- Carroll's Exterior Remolding \$255,044.00

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Chaska, Minnesota, does hereby award the bid for the 2023 Chaska Town Course Clubhouse Roof Removal and Replacement to the low responsible bidder, Allied Construction, in the amount of \$207,500.00.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August, 2023.

Mark Windschitl, Mayor

Attest _____
Deputy City Clerk

REQUEST FOR ACTION CHASKA PLANNING COMMISSION 08/21/2023

Subject: Resolution 2023-65 Authorizing Signature of Professional Services Contract with Minnesota Department of Transportation (MNDOT) for Archeological Mitigation Related to Highway 41/61 Reconstruction in Downtown Chaska (Site 21CR0173)

Prepared By: Nate Kabat, Community Development Director

Background

Through the course of constructing the Paseo network on Block 37 between 2nd Street and 3rd Street, a remanent building foundation and floor from what was a livery stable was uncovered in the parking lot located between Von Hanson's (108 3rd Street) and La Hermosa (222 Chestnut Street). The finding has been determined to hold historical value due to the structure's role in the transition from primarily horse drawn transportation to auto based transportation at the turn of the 20th century.

In response to this finding, City staff along with Bolton & Menk and MNDOT have worked to determine appropriate construction methods, monitoring, and remediation approaches that will enable the Paseo project to proceed while preserving the subsurface structure in place.

To complete the necessary additional remediation work, the City has negotiated with MNDOT the attached professional service agreement. With this agreement, Bolton & Menk will provide professional services through MNDOT with the City as a partner. MNDOT agrees to cover 80% of the total cost with the City reimbursing MNDOT for the remaining 20%. The total project cost as defined in the attached agreement is not to exceed \$66,979.93.

CITY COUNIL ACTION REQUESTED:

Motion to adopt Resolution 2023-65 Authorizing Signature of Professional Services Contract with Minnesota Department of Transportation (MNDOT) for Archaeological Mitigation Related to Highway 41/61 Reconstruction in Downtown Chaska (Site 21CR0173).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 08/21/2023 **RESOLUTION NO.** 2023-65

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

**Authorizing Signature of Professional Services Contract with Minnesota Department
of Transportation (MNDOT) for Archaeological Mitigation Related to Highway 41/61
Reconstruction in Downtown Chaska (Site 21CR0173)**

WHEREAS, The City of Chaska is the sponsoring agency for the Highway 41/61 reconstruction in Downtown Chaska; and

WHEREAS, Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations; and

WHEREAS, the MnDOT Cultural Resources Unit has given notice that archaeological mitigation activities associated with adverse effects to site 21CR0173 located within a roadway improvements project along TH 41/County State Aid Highway (CSAH) 61 are required; and

WHEREAS, the proposed budget amount for aforementioned archeological mitigation activities is \$66,979.93; and

WHEREAS, an agreement detailing the work required to be completed and terms under which the work is required to be completed is attached to this resolution; and

WHEREAS, the local share of subject budget is 20%; and

WHEREAS, the MnDOT share of subject budget is 80%; and

NOW, THEREFORE BE IT RESOLVED that the City of Chaska does hereby agree to provide the local share of the proposed budget for the stated archaeological mitigation, currently estimated at \$13,395.99

BE IT FURTHER RESOLVED that the Mayor and City Administrator for the City of Chaska are hereby authorized and directed to execute and enter into an agreement with the Commissioner of Transportation.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August, 2023.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk



MnDOT Contract Number: 1053160

**MINNESOTA DEPARTMENT OF TRANSPORTATION
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

Federal Project Number: STBG 8823(271)**State Project Number (SP):** 8816-3481**Trunk Highway Number (TH):** 41**Project Identification:** Archaeological Mitigation for Site 21CR0173

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), the City of Chaska, Address: One City Hall Plaza, Chaska, MN 55318; acting through its City Council ("City"), and Bolton & Menk, Inc., a Corporation, Address: 1960 Premier Drive, Mankato, MN 56001 ("Contractor"). State, City, and Contractor may be referred to jointly as "Parties."

Recitals

1. State is in need of assistance to perform archaeological mitigation activities associated with adverse effects to site 21CR0173 located within a roadway improvements project along TH 41/County State Aid Highway (CSAH) 61.
2. This contract is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract.

- 1.1. **Effective date.** This contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section §16C.05, subdivision 2. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2. **Expiration date.** This contract will expire on **June 30, 2026**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Exhibits.

- 2.1. The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:
 - Exhibit A: Contract Terms and Conditions**
 - Exhibit B: Insurance Requirements**
 - Exhibit C: Specifications, Duties, and Scope of Work**
 - Exhibit D: Compensation and Payment**
 - Exhibit E: Budget Details**
 - Exhibit F: Travel Regulations**
 - Exhibit G: Invoice Form**
 - Exhibit H: Progress Report Form**
 - Exhibit I: Contractor Payment Form**

3. Contractor's Duties.

- 3.1. The Contractor, who is not a State employee, will perform all duties described in **Exhibit C** to the satisfaction of the State.

4. Representations and Warranties.

- 4.1. State represents and warrants that is empowered by Minnesota Statutes §15.061 and §16C.03, subdivision 3, and other applicable law, to engage such assistance as deemed necessary.
- 4.2. Contractor represents and warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

5. Time.

- 5.1. The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

6. Consideration and Payment.

- 6.1. The State and City will pay for performance by the Contractor under this Contract in accordance with **Exhibit D**.

7. Authorized Representatives.

- 7.1. The State's Authorized Representative (or their successor or delegate) is:

Name, Title: Dennis Wong, Contract Administrator
Company: Minnesota Department of Transportation
Address: 395 John Ireland Blvd, MS 680
Saint Paul, MN 55155
Telephone Number: 651-366-4604
E-Mail Address: Dennis.Wong@state.mn.us

The State's Authorized Representative has the responsibility to monitor the Contractor's performance and the authority to accept or reject the services provided under this contract.

- 7.2. The State's Project Manager (or their successor or delegate) is:

Name, Title: Andrew Kurth, Archaeologist
Company: Minnesota Department of Transportation
Address: 395 John Ireland Blvd, MS 620
Saint Paul, MN 55155
Telephone Number: 612-263-5188
E-Mail Address: Andrew.Kurth@state.mn.us

The State's Project Manager has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

- 7.3. The City's Authorized Representative (or their successor or delegate) is:

Name, Title: Matt Clark, City Engineer
Company: City of Chaska - Engineering Department
Address: One City Hall Plaza
Chaska, MN 55318

Telephone Number: 952-227-7522
E-Mail Address: mclark@chaskamn.gov

- 7.4. The Contractor's Authorized Representative (or their successor or delegate) is:
- Name, Title:** Tim Lamkin Jr., PE/Principal Transportation Engineer
Company: Bolton & Menk, Inc.
Address: 12224 Nicollet Avenue
Burnsville, MN 55337
Telephone Number: 952-890-0509
E-Mail Address: Tim.Lamkin@bolton-menk.com

If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

- 7.5. Contractor's key personnel specified by name and title in this Contract will be considered essential to the work being performed. If, for any reason, substitution of a key person becomes necessary, Contractor must provide two weeks' advance written notification of the substitution to State's Authorized Representative, if possible. The written notification must include the proposed successor's name and a resume of the successor's qualifications. State's Authorized Representative will have the right to reject the proposed successor based upon reasonable grounds.

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1. STATE ENCUMBRANCE VERIFICATION

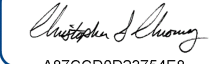
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

2. CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the Contract on behalf of Contractor as required by applicable articles, bylaws, resolutions or ordinances.

Signed:  _____
A87CCD0D23754E8...

Title: Senior Principal

Date: July 11, 2023

3. CITY

Signed: _____

Title: Mayor

Date: _____

Signed: _____

Title: City Administrator

Date: _____

4. DEPARTMENT OF TRANSPORTATION

(With delegated authority)

Signed: _____

Date: _____

5. COMMISSIONER OF ADMINISTRATION

Signed: _____

Date: _____

1. **Assignment, Amendments, Waiver, Contract Complete, Electronic Records and Signatures.**

- 1.1. **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.
- 1.2. **Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Contract, or their successors in office.
- 1.3. **Waiver.** If the State fails to enforce any provision of this Contract, that failure does not waive the provision or State's right to enforce it.
- 1.4. **Contract Complete.** This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- 1.5. **Electronic Records and Signatures.** The Parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

2. **Termination.**

- 2.1. **Termination for Convenience.** The State or Commissioner of Administration may cancel this Contract at any time, with or without cause. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.
- 2.2. **Termination for Insufficient Funding.** The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

3. **Force Majeure.**

- 3.1. A "force majeure event" is an event beyond Contractor's reasonable control that prevents Contractor from performing its obligations under this contract. Contractor will use all reasonable efforts to plan for foreseeable force majeure events and to mitigate the duration and consequences of any delay resulting from a force majeure event. Contractor will give State's Authorized Representative prompt notice of the occurrence of any force majeure event and, upon written request from Contractor, State's Authorized Representative and Contractor will negotiate an adjustment to the project schedule of this contract.

4. **Indemnification.**

- 4.1. In the performance of this Contract, and to the extent permitted by law, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
 - 4.1.1. Intentional, willful, or negligent acts or omissions; or
 - 4.1.2. Actions that give rise to strict liability; or
 - 4.1.3. Breach of contract or warranty.
- 4.2. The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees. The indemnification obligations of this section do not apply if the claim or cause of action is the result of the State's sole

negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

- 4.3. Nothing within this Contract, whether express or implied, will be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This extends to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

5. Governing Law, Jurisdiction, and Venue.

- 5.1. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

6. Subcontracting and Subcontract Payment.

- 6.1. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.
- 6.2. After the effective date of the Contract, the Contractor will not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.
- 6.3. The provisions of the Contract will apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract will serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.
- 6.4. Contractor's subcontracts must contain all appropriate terms and conditions of this Contract. Contractor must require subcontractors' invoices to follow the same format and contain the same information as State requires of Contractor. Contractor must submit a copy of all subcontracts exceeding \$10,000.00 to State's Authorized Representative no later than 30 calendar days after executing the subcontract and prior to beginning work under the subcontract. Upon request by State, a copy of any executed subcontract under \$10,000.00 must be sent to State's Authorized Representative.
- 6.5. Contractor must pay its subcontractors in accordance with Minn. Stat. § 16A.1245.

7. Data Disclosure.

- 7.1. Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. Government Data Practices.

- 8.1. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State. If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify

and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request will comply with applicable law.

9. Intellectual Property Rights.

- 9.1. **Definitions.** For the purpose of this Section, the following words and phrases have the assigned definitions:
 - 9.1.1. **"Documents"** are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.
 - 9.1.2. **"Pre-Existing Intellectual Property"** means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.
 - 9.1.3. **"Works"** means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.
- 9.2. **Ownership.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.
- 9.3. **Pre-existing Intellectual Property.** Each Party will retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.
- 9.4. **Obligations.**
 - 9.4.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
 - 9.4.2. **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
 - 9.4.3. **Indemnification.** Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and

damages, including, but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

10. Copyright.

- 10.1. The Contractor must save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

11. Contractor's Documents.

- 11.1. Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

12. State Audits.

- 12.1. Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

13. Diverse Spend Reporting.

- 13.1. If the total value of the Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

14. Publicity and Endorsement.

- 14.1. **Publicity.** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- 14.2. **Endorsement.** The Contractor must not claim that the State endorses its products or services.

15. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

- 15.1. Contractor certifies that neither it nor its affiliates is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor will provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. Federal Funds.

- 16.1. **Compliance with Federal Requirements.** Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.
- 16.2. **Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used (or may potentially be used) to pay for all or part of the work under this contract; therefore, this contract is a covered transaction for purposes of 48 Code of Federal Regulations (CFR) Subpart 9.4 and 2 CFR part 180. As such, Contractor, by signing and submitting this contract, certifies that none of Contractor or its affiliates (as defined by 48 CFR 9.403), are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded by the federal government or a federal agency. Contractor is required to comply with this certification throughout the period of this contract. Contractor must include the requirement to comply with 48 CFR 9.403 in any lower tier covered transaction it enters into. The certification in this clause is a material representation of fact relied upon by State. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to State, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

17. Contingency Fees Prohibited.

- 17.1. Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

18. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).

- 18.1. If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies that it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

19. Non-discrimination (in accordance with Minn. Stat. § 181.59).

- 19.1. The Contractor will comply with the provisions of Minn. Stat. § 181.59.

20. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

- 20.1. For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor

certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

21. **Affirmative Action Requirements.**

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

- 21.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- 21.2. **General.** Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 21.3. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 21.3.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 21.3.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 21.3.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 21.3.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 21.3.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 21.4. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

21.5. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

22. Equal Pay Certification.

22.1. If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

23. IT Accessibility Standard.

- 23.1. Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.
- 23.2. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. The Standards do not apply to designs, plans, layouts, maps and similar documents. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.
- 23.3. When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

24. Nonvisual Access Standards.

- 24.1. Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:
- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
 - That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
 - That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
 - That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and

- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

25. AASHTOWare Activities.

- 25.1. For contracts that involve the use of AASHTOWare; AASHTOWare activities conducted by Contractor must adhere to the software license agreement(s) that State has executed with the American Association of State Highway and Transportation Officials (AASHTO). The license agreement and any supplemental agreements can be found on State's Consultant Services website, under the AASHTOWare Access Provisions section, at: <http://www.dot.state.mn.us/consult/consultantcorner.html>.

26. Title VI/Non-discrimination Assurances.

- 26.1. Contractor agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Contractor will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Contractor's compliance with this provision. The Contractor must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Contractor staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

27. Telecommunications Certification.

- 27.1. By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

28. Plain Language; Accessibility Standards

- 28.1. **Plain Language.** Except for designs, plans, layouts, maps and similar documents, Contractor must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 28.2. **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, Contractor agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor's

Exhibit A: Terms and Conditions

compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

29. Survival of Terms.

- 29.1. The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature must survive, will survive.

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Exhibit B: Insurance Requirements**1. Notice to Contractor.**

- 1.1. The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2. Contractor will not commence work under the Contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor will maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract.
- 1.3. The failure of the Contractor to provide a Certificate of Insurance for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract, will not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4. The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer.

- 2.1. The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2. Insurance certificate holder should be addressed to the Agency's Authorized Representative.

3. Additional Insurance Conditions.

The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1. Contractor's policy(ies) will be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty days advance written notice to the State;
- 3.3. Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 3.4. If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- 3.5. Contractor's policy(ies) must include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6. Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7. An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- 4.1. **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract. Insurance minimum limits are as follows:
 - \$2,000,000 – per occurrence
 - \$2,000,000 – annual aggregate
 - \$2,000,000 – annual aggregate – applying to Products/Completed Operations

Exhibit B: Insurance Requirements

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

- 4.2. **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile. Evidence of Subcontractor insurance must be filed with the Contractor.

- 4.3. **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

- 4.4. **Professional Liability, Errors, and Omissions.** This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance minimum limits are as follows:

- \$2,000,000 - per claim or event
- \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor will so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

MnDOT Contract Number: 1053160

Exhibit B: Insurance Requirements

The retroactive or prior acts date of such coverage must not be after the effective date of this Contract and Contractor must maintain such insurance for a period of at least three years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

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Exhibit C: Specifications, Duties, and Scope of Work**PROJECT BACKGROUND**

In the late summer/early fall of 2022 during cultural resource monitoring of construction activities for a TH 41/County State Aid Highway (CSAH) 61 improvements project (SP 1008-87; 196-010-017) site 21CR0173 was encountered. Construction in the immediate area of site 21CR0173 was halted and consultation with cultural resource consulting parties was undertaken, as were additional investigations to make a recommendation of National Register of Historic Places (NRHP) eligibility of site 21CR0173. Site 21CR0173 has been determined to be eligible for listing in the NRHP, pursuant to Section 106 of the National Historic Preservation Act, as a result mitigation of the adverse effect the construction project will have upon the site is required.

SCOPE

State is in need of assistance to perform archaeological mitigation activities associated with adverse effects to site 21CR0173.

STANDARDS

1. The project is subject to review pursuant to:
 - A. Section 106 of the National Historic Preservation Act (NHPA) of 1966 (54 USC 300108) and implementing regulations at 36 CFR 800 given proposed Federal funding for the construction of the project from the Federal Highway Administration (FHWA).
 - B. State statutes, namely Minnesota Statute Chapter 138 and 307.08, as applicable.
2. Project work, as applicable, will be completed in accordance with the following sources:
 - A. Minnesota Office of the State Archaeologist's (OSA) Manual for Archaeological Projects in Minnesota (2011)
 - B. Minnesota Department of Transportation's Cultural Resources Unit (CRU) Project and Report Requirements (2017)
 - C. Minnesota State Historic Preservation Office (SHPO) Manual for Archaeological Projects in Minnesota (2005)
 - D. Minnesota Historical Society (MHS) Standards for Processing Archaeology Collections
3. Geographic Information System (GIS) data must meet the requirements as specified at:
<https://www.dot.state.mn.us/culturalresources/gisreqs.html>.
4. Minnesota law specifies that artifacts from sites on non-federal public land are property of the State.

WORK PLAN

The Contractor or its Subcontractors, who are not State employees, will perform the following tasks:

1.0 Project Management

- 1.1 Conduct project planning, oversight, and coordination activities with the State and other state agencies as needed.
- 1.2 Schedule, prepare for, and conduct a minimum of two meetings for cultural resource consultations during the project in coordination with the State.

Deliverables

The summary of deliverable(s) for this task is/are:

1. Meeting preparation, coordination, and participation for cultural resource consultations.

2.0 GIS Deliverables

- 2.1 Prepare Geographic Information System (GIS) data files for the project.
- 2.2 Submit the GIS data files to the State for review and acceptance.

Deliverables

The summary of deliverable(s) for this task is/are:

1. GIS deliverables submitted electronically to the State.

3.0 Archaeological Mitigation Fieldwork

Note: The State will notify cultural resources consulting parties of planned archaeological mitigation fieldwork.

Exhibit C: Specifications, Duties, and Scope of Work

- 3.1. Determine and obtain the appropriate license from the OSA after consultation.
 - 3.1.1. Research will be performed on the following topics to help in the licensure determination:
 - A. Definitive determination of if Criteria A applies to site 21CR0173.
 - B. How the shift from horsepower (livery) to automobile (garage) manifests archaeological at the site, namely through strategic horizontal documentation.
 - 3.1.2. If it is determined that a Phase III Data Recovery License is the appropriate license type, Contractor will draft a Data Recovery Plan for the State to review and approve before the license application is submitted to the OSA.
 - A. The Data Recovery Plan will only require one round of edits after comments are received from the State.
 - 3.1.3. Submit the license application along with any required supporting documentation to the OSA.
- 3.2. Perform an archaeological mitigation fieldwork for site 21CR0173. The task(s) for this fieldwork includes:
 - 3.2.1. Careful removal of overlying aggregate material by mechanical means.
 - 3.2.2. Documentation of circa 1920s concrete slab before removal (ex. scale drawings, GPS data).
 - 3.2.3. Documentation of surface post removal (ex. scale drawings, GPS data).
 - 3.2.4. Careful removal (at least 5 centimeters in depth, if possible) of strata horizontally over site, with documentation by "level" to try to understand change in use/function via horizontal patterning to the 10 inches depth required for project construction in the area. Removal may include using a combination of mechanical (skidsteer) and manual (skim shovel) techniques.
 - 3.2.5. If archaeological features are identified, sediment associated with the feature will be screened through ¼-inch hardware mesh following appropriate documentation of the feature.
 - 3.2.6. Retaining diagnostic artifacts encountered in the course of controlled sediment removal and/or other observed diagnostic materials.

Deliverables

The summary of deliverable(s) for this task is/are:

1. Data Recovery Plan (if needed for Phase III Data Recovery License) – Draft and Final
2. OSA Licensure Application
3. Archaeological Mitigation Fieldwork Documentation
 - 3.1. Documentation of circa 1920s concrete slab before removal (ex. scale drawings, GPS data).
 - 3.2. Documentation of surface post removal (ex. scale drawings, GPS data).

4.0 Archaeological Mitigation Fieldwork Report

- 4.1 Produce a draft report detailing the findings resulting from the completion of the mitigation fieldwork.
 - 4.1.1. Submit a draft report to the State for review and comment.
 - 4.1.2. Revise the report upon receiving the State's comments.
 - A. Only one round of edits will be required of Contractor.
 - 4.1.3. Submit the finalized report to:
 - 4.1.3.1. The State for its coordination with applicable cultural resource consulting parties.
 - A. At the direction of the State, the Contractor may handle dissemination of the resulting report to applicable cultural resource consulting parties.
 - 4.1.3.2. The OSA to fulfill licensing requirements.

Deliverables

The summary of deliverable(s) for this task is/are:

1. Archaeological Mitigation Fieldwork Report – Draft and Final

5.0 Artifact Curation

Note: This task will be performed if archaeological or potentially diagnostic historic artifacts are identified during the archaeological mitigation fieldwork. It is assumed no materials associated with particularly sensitive (i.e., burial) cultural resource contexts will be encountered.

Exhibit C: Specifications, Duties, and Scope of Work**5.1. Laboratory Work****5.1.1. Process and analyze artifacts found.**

- A. All diagnostic artifacts will be measured and photographed for future reference.
- B. Artifact types will be analyzed to determine their chronological order in the history of Minnesota.
- C. Fieldwork notes will be reviewed to provide a cursory understanding of site integrity.

5.2. State Archaeological Site Form**5.2.1. Complete and submit an OSA site form for site 21CR0173 to the OSA based upon the archaeological mitigation measures fieldwork and reporting.****5.3. Curation**

- 5.3.1. Accession artifacts recovered during the archaeological mitigation measures fieldwork with the MHS.**
 - A. The Contractor assumes no greater than 150 artifacts that will require curation.

Deliverables

The summary of deliverable(s) for this task is/are:

1. OSA Site Form
2. Artifact curation.

6.0 Zooarchaeological Analysis of Faunal Remains

Note: Faunal remains (animal bones) have been found associated with site 21CR0173 in prior investigations, it is anticipated that additional faunal remains will be encountered during mitigation fieldwork.

6.1. Identify and analyze any faunal remains (animal bones) found.

- 6.1.1. The Contractor assumes no greater than 130 faunal remains will be encountered in the course of the combined monitoring/shovel test work and the mitigation fieldwork.
- 6.1.2. Each faunal remain will be identified to the most specific taxonomic-level possible (i.e., class, family, genus, species).
- 6.1.3. Any taphonomic components (i.e., cut marks, burning) of each faunal remain will be interpreted to provide a more comprehensive understanding of the site, particularly how prior occupants interacted with animals.

Deliverables

The summary of deliverable(s) for this task is/are:

1. The results of the zooarchaeological analysis will be detailed in either an independent report submitted to the State or will be included in a chapter within the Archaeological Mitigation Fieldwork Report produced for Task 4.

7.0 Public Interpretation Mitigation Measures Assistance**7.1. Produce content, in consultation with the City of Chaska (City), to convey information about site 21CR0173 as to satisfy public interpretation mitigation measures. Content to be produced will include:**

- 7.1.1. Addition of a data point for the historic livery of site 21CR0173 to the City's interactive mapper (digital walking tour).
- 7.1.2. A downloadable brochure or article with data specific to the historic livery of site 21CR0173 gathered by archaeological investigations and documentary resources of the site.

7.2. Submit a draft of the content to the City for review/feedback.

- 7.2.1. Only one round of edits will be required before finalization of the content for public interpretation mitigation.

7.3. Submit the finalized content to the City after incorporating feedback.**Deliverables**

Exhibit C: Specifications, Duties, and Scope of Work

The summary of deliverable(s) for this task is/are:

1. Public Interpretation Mitigation Content – Draft and Final
 - 1.1. Addition of data point for the historic livery of site 21CR0173 to the City's interactive mapper (digital walking tour).
 - 1.2. A downloadable brochure or article with data specific to the historic livery of site 21CR0173.

EXCLUDED WORK

1. This Scope of Work does not include any work regarding the Minnesota Private Cemeteries Act (MS 307.08).
 - A. Cultural materials related to burial contexts are not anticipated to be encountered within the boundaries of site 21CR0173, however should features or cultural materials related to funerary contexts be encountered in the course of mitigation fieldwork the State will consult with identified cultural resource consulting parties, as applicable, in such instance(s).

PROJECT SCHEDULE

Task(s)	Duration/Deadlines
Task 1: Project Management	Throughout duration of project
A. Cultural resource consultation meetings (minimum: 2 meetings)	A. Meetings will be scheduled in consultation with the State.
Task 2: GIS Deliverables	Submitted with the finalized Archaeological Mitigation Fieldwork Report (Task 4).
Task 3: Archaeological Mitigation Fieldwork	Start Fall 2023 or Spring 2024 as applicable licensing for Task 3 must be secured ahead of proposed fieldwork.
Task 4: Archaeological Mitigation Fieldwork Report	Draft Report: Submitted to the State for review within 6 weeks of completion of Task 3. Final Report: Submitted to the State in a timely manner after incorporation of State's edits/revisions.
Task 5: Artifact Curation	Completed within six months from completion of Task 4.
Task 6: Zooarchaeological Analysis of Faunal Remains	Completed within six months from completion of Task 4.
Task 7: Public Interpretation Mitigation Measures Assistance	The completion of this task will be determined after the completion of Tasks 3 & 4 in consultation with the City.

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1. Compensation and Payment.

1.1. **Consideration.** State will pay for all services performed by Contractor under this Contract as follows:

1.1.1. **Compensation.** Contractor will be paid on a Cost Plus Fixed Fee (profit) basis as follows:

Direct Labor Costs:	\$ 21,856.00
Overhead Costs:	\$ 37,155.20
Fixed Fee Costs:	\$ 6,491.23
Direct Expense Costs:	\$ 1,477.50

1.1.2. **Overhead Rate.** For all work except drilling, overhead rates are not to exceed MnDOT's Overhead Rate Cap. Drilling rates should be determined by Audit. The overhead rate of **170.00%** of Direct Salary Costs will be used on a provisional basis, determined by State's Office of Audit, and will not exceed 170%. For the purposes of contract close out, MnDOT Audit will apply the most current MnDOT approved overhead rate to direct labor costs, in years where a MnDOT approved overhead rate is not available.

1.1.3. **Fee.** The fee rate of **11.0%** of Direct Salary and Overhead Costs will be used. The final fee amount distributed will be capped at 15% of actual Direct Salary and Overhead Costs incurred at the close of the Contract, as determined by MnDOT's Office of Audit.

1.1.4. **Overtime.** State will not pay overtime rates for any overtime worked by Contractor or a subcontractor unless State's Authorized Representative has specifically authorized overtime, in writing. If this contract expressly provides for the use of overtime and includes associated classifications, rates and costs, then this contract will serve as written approval. If those items are not included in the contract, then the Contractor must request and receive written approval from the State's Authorized Representative before performing the overtime. The State's Authorized Representative will maintain the documentation in the contract file.

1.1.5. **Direct Costs.** Allowable direct costs include project specific costs listed in **Exhibit E**. Any other direct costs not listed in **Exhibit E** must be approved, in writing, by State's Authorized Representative prior to expenditure.

1.1.6. **Budget Details.** See **Exhibit E** for budget details on Contractor.

1.1.7. **Travel Expenses.** Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the state of Minnesota unless it has received prior written approval from State for such out of state travel. The state of Minnesota will be considered the home base for determining whether travel is "out of state". See **Exhibit F** for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

1.1.8. **Total Obligation.** State will pay eighty percent of the project costs (up to \$53,583.94). The City will pay twenty percent of the project costs (up to \$13,395.99). The total obligation of State and City for all compensation and reimbursements to Contractor under this Contract will not exceed **\$66,979.93**.

1.2. Payment

1.2.1. **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in **Exhibit G**. Contractor will invoice State and City directly on a monthly basis. Invoices will detail the total cost of the project, and also identify the 80% State and 20% City amount due.

1.2.2. **Progress Reports.** Contractor must submit a monthly progress report, using the format set forth in **Exhibit H** showing the progress of work in work hours according to the tasks listed in the Specifications, Duties, and Scope of Work.

1.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than

30 days after receiving Contractor's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Contractor within 10 days of discovering the error. After State receives the corrected invoice, State will pay Contractor within 30 days of receipt of such invoice.

- 1.2.4. **All Invoices Subject to Audit.** All invoices are subject to Audit, at State's discretion.
- 1.2.5. **Invoice Package Submittal.** Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.
 - 1.2.5.1. Each invoice must contain the following information: MnDOT Contract Number, Contractor's invoice number (sequentially numbered), Contractor's billing and remittance address, if different from business address, and Contractor's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
 - 1.2.5.2. Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
 - 1.2.5.3. Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
 - Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
 - Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
- 1.2.6. **Subcontractors.** If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.
- 1.2.7. **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this Contract may be paid until State's agency head has reviewed the final product of this Contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this Contract.
- 1.2.8. **Federal Funds.** If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

2. **Conditions of Payment.**

- 2.1. All services provided by Contractor under this Contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.

3. Contractor Payment Form Requirement.

- 3.1. Contractors making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, are required to complete **Exhibit I**, the “Contractor Payment Form”, and submit it to State’s Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to Contractor to be withheld. Contractor must submit one copy of this form to State’s OCR and one to State’s Project Manager, no later than 10 days after receiving a payment from State.

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Exhibit E: Budget Details

<u>Direct Labor</u>							
Task	Principal-In-Charge	Project Manager (Cultural Resources)	Senior Cultural Resources Specialist	Cultural Resources Specialist	Cultural Resources Technician	GIS Specialist	Total
Task 1:							
Project Management	2	40	40	0	0	0	82
Task 2:							
GIS Deliverables	2	2	2	6	0	16	28
Task 3:							
Archaeological Mitigation Fieldwork	2	4	80	60	120	4	270
Task 4:							
Archaeological Mitigation Fieldwork Report	2	2	16	24	16	16	76
Task 5:							
Artifact Curation	2	2	6	40	40	0	90
Task 6:							
Zooarchaeological Analysis of Faunal Remains	0	0	0	0	0	0	0
Task 7:							
Public Interpretation Mitigation Measures Assistance	2	40	40	24	24	16	146
Total Hours	12	90	184	154	200	52	692
Hourly Rate	\$ 53.50	\$ 44.00	\$ 36.00	\$ 27.00	\$ 23.00	\$ 36.00	
Total Direct Labor Costs:	\$ 642.00	\$ 3,960.00	\$ 6,624.00	\$ 4,158.00	\$ 4,600.00	\$ 1,872.00	\$ 21,856.00
Overhead	170.00%						\$ 37,155.20
Labor and Overhead							\$ 59,011.20
Fixed Fee	11.00%						\$ 6,491.23
Expenses							\$ 1,477.50
TOTAL CONTRACT AMOUNT							\$ 66,979.93

Expenses	Cost
Mileage (to be reimbursed in accordance with the Travel Regulations not to exceed):	\$ 327.50
Zooarchaeology Services	\$ 1,150.00
Total	\$ 1,477.50

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**MINNESOTA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order**:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1053160

Billing Period*: From _____ to _____

Contract Expiration Date: June 30, 2026

Invoice Date: _____

SP Number: 8816-3481

TH Number: 41

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$21,856.00			
2. Overhead Costs: Rate = 170% (Direct Labor*Overhead Rate)	\$37,155.20			
3. Fixed Fee (Profit) Costs: Rate = 11% (Fixed Fee = \$ * Percent Complete)	\$6,491.23			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$1,477.50			
Net Earning Totals:	\$66,979.93			
Total Amount due this invoice:				\$
<i>*If your billing period includes costs to and after June 30, provide a "Billed This Invoice" split of cost through June 30, and costs after.</i>				

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
Total			

State's 80% Portion: _____

City's 20% Portion: _____

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Bolton & Menk, Inc.

Signature: _____

Print Name: _____

Title: _____

If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1053160

Contract Expiration Date: June 30, 2026

SP Number: 8816-3481

TH Number: 41

Billing Period: from _____ to _____

From: Bolton & Menk, Inc.

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
Task 1: Project Management	12%					82			
Task 2: GIS Deliverables	4%					28			
Task 3: Archaeological Mitigation Fieldwork	39%					270			
Task 4: Archaeological Mitigation Fieldwork Report	11%					76			
Task 5: Artifact Curation	13%					90			
Task 6: Zooarchaeological Analysis of Faunal Remains	0%					0			
Task 7: Public Interpretation Mitigation Measures Assistance	21%					146			
TOTALS:	100%					692			

***Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager _____

Date _____

CS|CM Last Updated 3/16/2021

Exhibit I: Contractor Payment Form

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:		Phone Number:	Fax Number:

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

REQUEST FOR ACTION CHASKA CITY COUNCIL August 21, 2023

Subject: Fire Sprinkler Assessment Petition for 500 Chestnut Street N.

Prepared By: Elise Durbin, Assistant City Administrator

Background

Under Minnesota State Statute 429, a private property owner can petition the city for financing a private fire protection system and be specially assessed for such improvements. Typically, this type of request comes from a commercial or industrial property owner where a fire sprinkler is now required because of usage or occupancy changes to the facility, and the improvements must be retrofit into the existing building. The City of Chaska has utilized this program periodically over the past 20 years.

Request

The property owner of 500 Chestnut Street N., Aske Properties LLC, has submitted a petition to the city for financing of a private fire protection system through the special assessment process. The business, Red Bench Bakery, is moving forward with adding a Speakeasy in addition to their bakery. This improvement will expand the occupancy of the building as it builds out new areas, which therefore require the addition of a fire protection system.

Recommendation

Fire sprinkler systems offer a high level of fire safety and can control a fire in seconds after activation. However, the cost of retrofitting buildings for such systems can be costly, and being able to finance the costs over a number of years can make the difference between a financially viable project and one that cannot move forward. When finished, the overall project being done by the business contributes to the Council's Strategic Vision of "In 2023 Chaska has a vibrant downtown".

Staff recommends the approval of the petition and entering into the Special Assessment Agreement.

CITY COUNCIL ACTION REQUESTED

Motion to Adopt Resolution No. 2023-66 Receiving a petition and waiver of a public hearing, ordering the improvement, and adopting the assessment for the construction of a private fire protection system.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE August 21, 2023 **RESOLUTION NO.** 2023-66

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

Resolution Receiving a Petition and Waiver of a Public Hearing, Ordering the Improvement and Adopting the Assessment for the Construction of a Private Fire Protection System and Related Improvements to Serve 500 Chestnut Street N., Chaska, Minnesota (PID: 30.1210010)

WHEREAS, the City of Chaska (the "City ") has received a Petition for the financing of a Private Fire Protection System (the "Improvement") as hereinafter described.

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

1. Aske Properties LLC (the "Property Owner") is the owner of the property at 500 Chestnut Street N., Chaska, Minnesota, legally described on **Exhibit A** attached to this Resolution (the "Property").

2. The City has received a Petition and Waiver of Public Improvement Hearing and Special Assessment Hearing for the financing of the Improvement.

3. The Improvement is hereby ordered as petitioned.

4. The estimated cost of the Improvement to be specially assessed is \$114,300, and the interest rate for such assessment shall be six percent (6%). Such assessments shall be payable in equal annual installments extended over a period of ten (10) years. To the first installment shall be added interest on the entire assessment from the date of this Resolution until December 31, 2023. To each subsequent installment when due shall be added interest for one year on all unpaid installments. The Mayor and City Administrator is hereby authorized and directed to enter into an Agreement for Special Assessment of Fire Protection Systems substantially in accordance with the assessment agreement attached to this Resolution as **Exhibit B**.

5. The Property Owner of any properties so assessed may, at any time prior to certification of the assessment to the Carver County Auditor, pay the whole assessment on such property, with interest accrued to the date of payment, to the City, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and the Property Owner may at any time thereafter pay to the City the entire amount of the assessment remaining unpaid, with interest accrued to December 31st of the year in which the payment is made. Such payment must be made before November 15th or interest will be charged through December 31st of the next succeeding year.

6. The City Clerk shall transmit a certified duplicate of the assessment to the Carver County Auditor and said assessment shall be collected and paid with the Property Owner's real estate taxes.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August, 2023.

By : _____
Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

EXHIBIT A TO RESOLUTION

LEGAL DESCRIPTION

Lot 1, Block 1 Chaska Crossings

EXHIBIT B TO RESOLUTION

CITY OF CHASKA

AGREEMENT FOR SPECIAL ASSESSMENT OF FIRE PROTECTION SYSTEM(S)

THIS AGREEMENT, Made and entered into effective this 21st day of August 2023, by and between the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as "City", and Aske Properties LLC, a limited liability company organized under the laws of the State of Minnesota, and owner of the property hereinafter described and hereinafter referred to as "Property Owner"; **WITNESSETH:**

RECITAL NO. 1.

The Property Owner is the fee owner of the building located at 500 Chestnut Street N., Chaska, Minnesota, and situated on the property legally described on **Exhibit A** attached hereto and incorporated herein (the "Property").

RECITAL NO. 2.

The Property Owner has executed and delivered to the City a petition for the construction of a privately owned fire protection system on the Property (the "Petition") which is incorporated herein by reference.

RECITAL NO. 3.

The Property Owner shall be responsible for contracting for the actual installation of the fire protection system (the "Improvements") to be installed on the Property as described in Recital No. 1 above.

RECITAL NO. 4.

The Fire Marshal for the City, or his/her designated representative, has heretofore approved the plans and specifications for said Improvements.

RECITAL NO. 5.

The purpose of this Agreement is to memorialize between City and Property Owner the understanding and agreement for the installation or construction of the Improvements at the Property as described above and for the special assessment to be levied against the above-described Property to cover the cost of said Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and Property Owner as follows:

1. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into the terms of this Agreement.

2. Contract. The Property Owner shall enter into a contract for the installation of the Improvements in accordance with the plans and specifications therefor attached to the Petition submitted to the City by Property Owner.

3. Plans and Specifications. It shall be the responsibility of the Property Owner to cause such contractor to install and construct said Improvements in accordance with said plans and specifications.

4. Assessments. The parties agree that in the manner hereinafter described, certain costs for the Improvements will be assessed pursuant to Minnesota Statutes Chapter 429 against the Property.

5. Payment of Special Assessment. The maximum special assessment shall be in an amount equal to the cost as set forth in Paragraph 8 below and shall be payable in equal installments, together with interest at the rate six percent (6%) per annum over a period of ten (10) years.

6. Abandonment of Improvements. The Property Owner may, if a contract has not been awarded for the installation of the Improvements, request that the project be abandoned; and, in that event, the Property Owner shall pay any and all costs that the City has expended for expenses incurred by the City in connection with the project.

7. Project Completion. Upon completion of all or a portion of the Improvements, the Property Owner shall prepare an invoice or statement for the amount of work completed and submit same to the Chaska Assistant City Administrator. Upon the Chaska Fire Marshal and Assistant City Administrator certifying that the amount of work completed has, in fact, been completed, the City shall pay the Property Owner for the amount of work so completed, less five percent (5%) thereof in the event the total amount of work has not been completed. Upon total completion of the project and upon certification of completion by the Chaska Fire Marshal, the City shall pay the Property Owner the remaining amounts not yet paid for completion of the Improvements.

8. Assessment. Subject to revisions outlined herein, the City will assess \$114,300 of the costs for Improvements (the "Improvements Costs") to the parcel making up the Property together with: (i) five percent (5%) of the amount of the Improvements Costs to defray costs of obtaining financing; and (ii) one and one half percent (1.5%) of the amount of the Improvements Costs to defray administrative costs (the "Maximum Assessment"). The Maximum Assessment is determined from the contract that Property Owner has entered into for the construction of the Improvements attached hereto and incorporated herein as **Exhibit B**. If the Property Owner proceeds with and completes the construction of the Improvements, the amount assessed against the Property will not exceed the Maximum Assessment. The actual assessment for the Improvements shall be the lesser of: (i) the actual design, construction, financing (5%) and assessment process costs (1.5%) for the Improvements; or (ii) the Maximum Assessment. Any costs for the Improvements in excess of the Maximum Assessment must be paid by Property Owner.

9. Waiver of Irregularity. The Property Owner, for itself, its successors and assigns, waives any rights and claims it may have under Minnesota Statutes Chapter 429 that any part of the City's approval process for the construction of the Improvements or the assessment process in relation to the construction of Improvements is improper or invalid; and Property Owner, for itself, its successors and assigns, specifically waives any objection to any assessment imposed by the City against the Property for costs incurred by the City in designing, constructing, financing and assessing the costs of the Improvements provided that the amount assessed against the Property shall not exceed the Maximum Assessment. Property Owner acknowledges that this Agreement constitutes a petition pursuant to Minnesota Statutes Section 429.035 for the assessment of the costs of the Improvements.

10. Assessment Appeals. The Property Owner, for itself, its successors, and assigns, waives any and all right or claim it may have to object to or appeal the amount of the assessment made by the City for the costs of the Improvements against the Property including, but not limited to, any claims based upon any irregularities in the assessment proceeding; any claims that the amount assessed exceeds the benefit to the Property provided that the assessment may not exceed the Maximum Assessment; and any claims that the amounts assessed for the construction of the Improvements against the Property were unfairly or inequitably assessed. This waiver of appeal runs with the Property and shall be binding upon any subsequent owner of the Property.

11. Imposition of Assessment. The City may impose the assessment and certify the assessment to the Carver County Auditor for the portion of the costs for the Improvements attributed to the Property pursuant to Section 8. The act of Property Owner entering into a contract for construction of all or a part of the Improvements is authorization for the City to impose the assessment for the Improvements and to certify the assessment to the Carver County Auditor in an amount as set forth herein.

12. City Fees. Nothing in this Agreement shall alter any fee for connection to lateral sanitary sewer, water, and storm sewer lines or ponding needed to connect or serve the Property.

13. Termination. If the Property Owner has not satisfied all conditions of Section 16 of this Agreement by six (6) months after the date of this Agreement, this Agreement is terminated and

the City is under no obligation to reimburse Property Owner for the Improvements; and if the City has levied and certified the Maximum Assessment, it shall terminate same.

14. Payments. All reimbursements for costs of Improvements are solely by City to Property Owner. The Property Owner is solely responsible for paying all contractor, subcontractor, and suppliers for the Improvements, and Property Owner will indemnify, defend, and hold the City harmless from any and all claims related to the construction, operation, maintenance, or payments claimed for the Improvements.

15. Partial Disbursements. Partial disbursements, not exceeding fifty percent (50%) of Improvements Costs, may be disbursed based upon work completed on the Improvements and a contractor certification of the work completed and all of the following conditions have been satisfied:

- A. Execution by Property Owner and the contractor selected by the Property Owner for construction of the Improvements of the construction contract.
- B. Issuance of building permit (if applicable).
- C. Approval by the Chaska Fire Marshal of the plans and specifications for the Improvements.

16. Final Disbursement. The City will not disburse the final fifty percent (50%) of Improvements Costs funds to the Property Owner for the Improvements until all of the conditions of Section 15, and the following conditions, have been satisfied:

- A. Completion of construction of the Improvements evidenced by a written certification from the contractor in form and content acceptable to City.
- B. Satisfactory final inspection of the Improvements by the Chaska Fire Marshal and, if applicable, a building permit, if required, by the City building official.
- C. Issuance of a certificate of occupancy for the building(s) in which the Improvements are located.
- D. City Council approval of final payment and certification of final assessment.

17. Agreement Runs with the Land. This Agreement shall run with the land, shall be recorded against title to the Property and is binding on all future individuals or entities who hold any interest in the Property. The Property Owner covenants with the City, its successors and assigns, that the Property Owner has fee title to all the Property and there are no unrecorded interests against the Property.

18. Assignment. The Property Owner may not assign this Agreement without the written permission of the City, which shall not be unreasonably withheld. No assignment shall be effective unless the assignee assumes in writing all obligations of the Property Owner under this Agreement

and the documents related thereto, and evidence of such assumption shall be in a form mutually acceptable to the City and the Property Owner.

19. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

20. Non-Waiver. Each right, power or remedy conferred upon City or the Property Owner by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Property Owner at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Property Owner and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or non-performance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

21. Third Party Beneficiary. This Agreement does not confer any benefit on any third parties, and the City neither accepts nor undertakes any duty or obligation to an individual or entity that is not a party to this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed effective the day and year first above written.

CITY

CITY OF CHASKA

By: Mark Windschitl
Its: Mayor

By: Matt Podhradsky
Its: City Administrator

STATE OF MINNESOTA)
)SS.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before this _____ day of August, 2023, by Mark Windschitl and Matt Podhradsky, the Mayor and City Administrator, respectively, of the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

PROPERTY OWNER

Aske Properties LLC

By: Lyle Aske
Its: Owner

STATE OF MINNESOTA)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before this _____ day of _____, 2023, by Lyle Aske, the owner of Aske Properties LLC, a limited liability company organized under the laws of the State of Minnesota on behalf of the limited liability company.

Notary Public

**EXHIBIT A TO AGREEMENT FOR SPECIAL ASSESSMENT
OF FIRE PROTECTION SYSTEM(S)**

LEGAL DESCRIPTION

Lot 1, Block 1 Chaska Crossings

**EXHIBIT B TO AGREEMENT FOR SPECIAL ASSESSMENT
OF FIRE PROTECTION SYSTEM(S)**

CONTRACT FOR CONSTRUCTION OF IMPROVEMENTS



2304 Mt. View Ave. • Minneapolis, MN 55405
O: 952.401.3900
F: 612.882.0358
edgework-designbuild.com #BC003681

Lyle and Terry Aske

500 N. Chestnut Street Chaska, MN 55318

**Red Bench Bakery & Rouge 41 - Fire Suppression
Construction Contract**

August 1, 2023

EdgeWork Design Build (EDB) proposes to do the following remodeling for Lyle & Terry Aske, owners, in a workman-like and timely manner, using construction materials that are equal to or greater than the existing quality presently used.

General Conditions: EDB will provide liability insurance, workers' compensation, insurance audit on all subcontractors, haul debris from job site and provide a schedule for construction progress to homeowner. The owner will move and clear out all personal items and furniture from the work areas. The owner is responsible for upgrading or installing all smoke detectors, carbon monoxide detectors or combination units required by code in and outside of the existing bedrooms/hall not being remodeled. Battery operated units are accepted.

Remodeling as per plans dated 7/25/2023 (Exhibit C).

Scope of Work (Exhibit A)

Base Project Subtotal

\$114,300.

00

00 General Notes

The project includes:

Work associated with the Fire Suppression of the entire Red Bench/ Rouge 41 Speakeasy property

Notes:

Establish work flow access through secondary access points, whenever possible

All materials & labor will be supplied by EdgeWork Design Build, unless otherwise noted. Assumes no substantial work (other than Fire suppression) and ancillary work is included. The resulting estimate, pricing, written descriptions, and all content herein is the property of

EdgeWork Design Build. Use or distribution of the content contained within this document by or to any other party is prohibited.

07.1 Plumbing adjustments

\$2,025.00

Supply to come from the existing 6" underground water supply that is installed plumb and level, two hole aligned and flushed and testing per NFPA 24 and NFPA 13. Existing pipe to be modified to allow for the installation of a flanged tee for the fire sprinkler supply.

08 Fire suppression

\$99,766.35

Furnish and install a new wet pipe automatic fire sprinkler system in accordance with our plans dated 07/24/23 and as defined herein.

- Design for the new cocktail bar in accordance with the minimum code requirements of NFPA-13, local authorities of the City of Chaska.
- Design for the proposed new cocktail bar to be light hazard occupancy 225ft² maximum coverage per sprinkler using quick response sprinklers.
- Design for the proposed new storage areas to be ordinary hazard occupancy 130ft² maximum coverage per sprinkler.
- Supply to come from the existing 6" underground water supply that is installed plumb and level, two hole aligned and flushed and tested per NFPA 24 and NFPA 13 (by others). Existing pipe must be modified to allow for the installation of a flanged tee for the fire sprinkler supply.
- Unfinished Areas: Provide brass upright or pendent fire sprinklers on exposed piping.
- Finished Areas: Provide white or chrome semi-recessed fire sprinklers finished to suspended ceilings.
- This proposal anticipates that the existing water supply is of sufficient volume and pressure to support the new sprinkler design.
- All materials shall be new, and UL listed for its intended use. All material selection shall be at the discretion of Gilbert Mechanical Contractors and in accordance with applicable NFPA standards or as further defined herein.
- Provide required hangers in place to support the fire sprinkler system(s) in accordance with NFPA standards. We will not be responsible for the structure having to bear the load of the fire sprinkler system(s), nor shall we be responsible to enhance the building structure in order to hang and/or support the weight of the system(s).

- Underground water supply not included in this proposal.
- Provide permit and required inspections for an approved installation. Also provide required shop drawings for approval and final "record set" drawings for owner records.
- This proposal includes all applicable use, occupational and sales taxes.
- All field work to be performed by skilled tradesmen associated with union local 417. All work to be performed during normal working hours of 7:00am thru 3:30pm Monday thru Friday.
- We will furnish all manufacturers' instructions and a 12-month warranty against defective materials and workmanship. The warranty commences at the time and date when both the final "materials & test certificate" is completed, and the systems is officially placed "in service" at final inspection.

EDB to provide:

- On site dumpster for discarded materials
- Modification of the existing underground water supply- Plumbing noted above
- Concealment of exposed sprinkler piping required or desired
- Adequate space above suspended ceilings to install sprinkler piping
- Monitoring of valve tamper switches and flow switches (to main fire alarm panel) - Electrical noted below
- Adequate heat throughout space to prevent wet sprinkler pipe from freezing (Min. 40°F) - Insulation noted below
- Access and patch of existing construction for sprinkler installation- To be addressed as Change order in "real time"

Exclusions:

- Overtime Labor
- Painting of piping
- Underground water supply
- Fire extinguishers or cabinets
- Fire watch required or desired
- Sprinkler Protection above ceilings
- Sprinkler heads in center of ceiling tiles
- Protection for high piled stock exceeding 12'-0" a.f.f.
- Protection for Group A plastics exceeding 5'-0" a.f.f.
- Special systems (i.e., dry system, Preaction system, etc.)
- Sprinkler protection of spaces outside of the remodel scope
- Special owner insurance design criteria, (i.e., Factory Mutual, etc.)
- Sprinkler Protection within or below exterior canopies and overhangs

10.1 Electrical

\$2,850.00

FIRE SUPPRESSION INTERFACE:

Provide wiring for:

2 tamper valves

1 Flow switch

Wiring for exterior Horn and Strobe assembly

12 Insulation

\$3,598.15

FIRE SUPPRESSION INTERFACE:

Add insulation to attic space above baker prep zone and Bakers' Quarter, second floor.

Install blown fiberglass to attic lid to 90% full depth.

13 Drywall & Plaster

FIRE SUPPRESSION INTERFACE:

None expected: Escutcheons will be provided by Suppression company

If additional drywall or FRP Panel repairs are needed, this will be addressed after suppression installation.

19 Paint & Stain

FIRE SUPPRESSION INTERFACE:

Paint touch up on Red Bench ceiling- To be determined after installation Option to prime and paint sprinkler system, to be assessed after installation

22 Site Prep & Cleanup

\$1,692.50

Provide additional job site isolation & dust protection, ongoing broom-swept cleaning, dumpster, and waste removal.

Jobsite toilet in conjunction with primary project.

23 Project Management

\$4,368.00

Professional Project Management for duration of construction.

Administrative & permit fees (\$800 permit allowance).

Punch list & job closeout.

Project Total \$114,300.00

This Construction Contract ("Contract") is entered into as of the date below between **EdgeWork Design Build** ("EDB"); License #BC003681 and **Lyle Aske and Terry Aske**. Customers hereby certify that they are the owners of the property located at address **500 N. Chestnut Street Chaska, MN 55318** ("Property"). Customer hereby contract with and authorize EDB to supervise and provide labor and materials to improve the Property as described in the attached Exhibit A ("Scope of Work") and the Plans and Specifications ("Plans") prepared by EDB.

The terms, conditions and definitions, if attached as Exhibit B ("Additional Terms") and the Plans, if attached are Exhibit C, are also agreed to, form a part of this Contract, and are specifically incorporated herein by reference.

Exhibit B

Payment and Price. \$114,300.00 To be paid with City Funding, directly to Edgework Design Build. Customers agree to pay EDB the sum of **\$114,300.00** ("Contract Price") for the Work. The term "Allowance" means the dollar amount that EDB has allowed and factored into the Purchase Price for the cost of an item, covering either labor, material or both. If the cost of Customers' ultimate selection for an item exceeds the Allowance for that item, the Purchase Price will be adjusted accordingly to include any additional material or labor costs associated with the chosen item, and a Change Order will be executed under Section 24. If Customers' selection is less than the stated allowance, the final price will be reduced accordingly. Contract Price will change at time agreement to Change Order price and scope of work (Section 24). Contract prices guaranteed for 30 days from date contract submitted.

Payment Schedule.

The Contract Price shall be payable as follows ("Payment Schedule"):

Down payment of **30%** upon execution of this Contract; Payment of **50%** upon start of project

Balance upon substantial completion (Section 4) of the project

All changes to the contract will be presented as a Change Order and will be invoiced by EDB and paid by Customers once Change Order is approved and signed.

Project schedule:

We expect this portion of the project to take approximately 1 month from start date, depending upon materials availability.

Demolition. Demolition or "Demo" includes, but is not limited to:

Labor for job preparation and demolition throughout the project;

Labor to remove walls, ceilings, doors, trim, windows and any other necessary items;

Labor for disconnection of plumbing, electrical, heating, ventilating or cooling equipment or related work;

Labor for trash removal and disposal;

Labor for job site cleanup;

Fees for trash pickup, trucks and landfills; and

Dumpster or roll-off container charges.

Additional Fees. Some of the charges or fees not included in the Contract Price include, but are not necessarily limited to, the following:

Appliance and Hardware Installation. Unless otherwise agreed in writing, Customers will be charged on a time and materials basis at the rate of \$80.00 per hour for installation of any appliances or hardware provided by Customers and not part of this Contract. Note: Kitchen appliances and installation are not included in this contract. Cabinet and door hardware are included as part of this contract on an allowance basis.

Additional Work or Changes Required by Public Bodies, Inspectors, Architects or Engineers. Any changes, alterations to, or omission from the drawings, specifications, or work completed on the project jobsite, which may be required by any public body, utility, or inspector shall constitute a change in the work and shall be paid for in the same manner as any other change in the work. Any structural engineering as may be found necessary, either by the Customers, building inspector, or EDB, in the process of construction will be discussed with the Customers as per the structural engineering required and invoiced per item covered in addition to the Contract Price. Any other work required by a public body, inspector, architect or engineer that is not within the scope of this Contract or the Plans shall increase the Contract Price accordingly, and Customers agree to pay for any such costs or charges.

Customer-Direct Work. Any work or materials that Customers perform directly, or that Customers directly hire a contractor other than EDB to perform, shall be referred to as "Customer-Direct Work." All charges for Customer-Direct Work shall be solely Customers' responsibility.

Work by EDB: Customers will compensate EDB at the rate of \$85.00 per hour, in addition to the Contract Price, for all time EDB, its employees or subcontractors expend, and pay for all materials, if EDB is required to perform any work or provide any materials as a result of or in connection with Customer-Direct Work. This includes, but is not limited to, any work by EDB necessary to allow Customer-Direct Work to pass any governmental inspections, including time spent meeting with inspectors and traveling to and from the Property.

Materials: Customers are solely responsible for the safekeeping, protection and maintenance of all materials used for or associated in any way with Customer-Direct Work. Customers agree to hold EDB harmless from any damages, liability, defects or repairs associated with such materials, except those resulting from EDB's negligence or gross negligence.

Customer-Direct Work: Customers understand that Customer-Direct Work may create scheduling and warranty problems, and that EDB advises against Customer-Direct Work. Customers understand that EDB does not warrant labor and materials related to Customer-Direct Work, and that Customer-Direct Work may void EDB's warranty in connection with the Work pursuant to Section 5. Customers also understand that delays caused by Customer-Direct Work may result in additional costs or changes payable to EDB pursuant to Section 3.

Hardware: EDB will provide only the hinges (butts) on pre-hung interior or exterior doors, which comes directly from the factory in a satin nickel finish unless Customers request otherwise in writing prior to the doors being ordered. Customers shall pay for, supply and deliver to the Property all other hardware, including bathroom accessories.

Substantial Completion. Substantial completion is defined as when the Customer can use the space for its intended purpose.

Completion Date. Exclusive of Change Orders, other modifications to the scope of the Work, and/or Customer Delays as defined in Section 3, EDB shall strive to complete the work on or before the allotted time frame referenced above (Project Schedule). The Completion Date is an approximation, and not a guarantee. It is subject to additional terms, modification due to delays, change orders, and other factors. Upon acceptance of the contract, Edgework will create a preliminary timeline that will be used as the basis for the preliminary project time scope.

Right to Suspend Work. Customers' failure to make prompt payment according to the Payment Schedule shall entitle EDB, on forty-eight hours (48) hours' written notice, to stop or suspend work. The Contract price shall be increased by EDB's reasonable costs to stop the project, demobilize, and/or resume work and remobilize. The currently scheduled Completion Date of the Work shall be equitably adjusted and extended on account of such stoppage.

Service Charges. Customers agree to pay a service charge of 8.5% per annum on all balances 30 days or more past due, and Customers specifically agree to pay those service charges despite statutes to the contrary.

Collection or Enforcement Costs. Customers agree to pay for all collection costs, including employee time and expense and all attorneys' fees and costs EDB incurs in collecting payment and/or protecting its interests in Customers' past due account or otherwise enforcing performance of this Contract. EDB will charge a \$45.00 service fee for all returned checks.

Lien waivers. Lien Waivers will be furnished to Customers upon completion of the Work and in conjunction with full payment to EDB.

PRE-LIEN NOTICE: EDB IS REQUIRED BY LAW TO PROVIDE THE FOLLOWING NOTICE TO PRESERVE CERTAIN LEGAL RIGHTS:

- (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIAL FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS**
- (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

Early Termination or Breach by Customers: In the event Customers terminate or otherwise breach this Contract, Customers still agree to pay EDB:

In full on a time and materials basis for all labor and materials EDB, its subcontractors and material suppliers have provided to Customers or the Property, including but not limited to time EDB has expended in preparing Customers' drawings, plans, and designs; and

An additional fee for reasonable profit and overhead in a sum equal to 25% of the total labor and materials EDB and its subcontractors and material suppliers have provided to Customers or to the Property as of the date of such termination.

Materials. All materials will be standard stock materials, unless otherwise specified, and will match or exceed existing materials within reasonable tolerance as to color, texture, design, etc. Notwithstanding the foregoing, other products and materials may be substituted for equivalent products due to availability. Customers acknowledge the limitations inherent in attempting to match plaster, stucco, concrete, masonry, roofing and other materials, and that while reasonable efforts will be made, EDB does not promise exact matching or duplication.

Natural Products Disclaimer. Anything that is a natural product is prone to natural knots, marks/scars, imperfections, variations, etc. These are not defects but part of the beauty of natural and unique products. If it is not a man made manufactured product, we have no control over these variations and can only do so much upon picking through products. EDB will not be liable for any wood oddities such as pitch pockets, sap pockets, mineral streaks, or discoloration due to the nature of the

wood. Color difference may be evident from piece to piece. EDB will not be liable for any inconsistencies in color after staining and/or finishing due to the nature of the wood. The finish color of your cabinets may change during the life of the cabinets, depending on their use, exposure to sunlight, or other factors. The change in its color is a natural part of the "aging" process and is not considered a defective product.

Delays. The prices and terms of this Contract are based upon completion of the Work during normal working hours and the absence of delays not within EDB's control. Edgework will use best efforts to start and complete the Work in a timely and workmanlike way. The prices and terms of this Contract are based upon completion of the Work during normal working hours, generally considered Monday-Saturday 7:30AM- 5PM, and the absence of delays not within EDB's control. [1] Customer acknowledges and agrees that the Completion Date for the Work shall be extended as reasonably necessary because of any interruption of the Work resulting from delays not within EDB's control. The Parties may negotiate any additional compensation for delays that are not caused by either party, such as changes in law or acts of God. [2] ["no fault delays"]

Customer Delays. Customers will be responsible for, and the Completion Date for the Work shall be extended as EDB deems reasonably necessary because of, any interruption of EDB's work resulting from the following, herein referred to as "Customer Delays"

Customers' failure to provide reasonable access to the Property, including, but not limited to, full access to work areas for workers and vehicles, keeping driveways clear and available for movement and parking during normal working hours, and removal of snow and ice;

The acts or negligence of other contractors directly hired by Customers not under EDB's direction. Delays not within control of either party are no fault delays.

Customers' failure or inability to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority: Note: None are anticipated.

Customers' failure or inability to obtain necessary street or alley vacations required for the performance of the Work.

Note: None are anticipated.

Differing, unusual or concealed site conditions that EDB could not have reasonably anticipated.

The existence or discovery of hazardous materials at the Property that EDB did not bring to the Property;

Customers' acts or omissions;

Customers' changes or requested changes in the Work.

Delays caused by Customer-Direct Work.

Customers will compensate EDB at the rate of \$80.00 per hour, for all time EDB, its employees or subcontractors expend in addressing, dealing with or working around Customer Delays. Customers and EDB will negotiate compensation resulting in increased expenses for no fault delays.

Customers shall reimburse EDB for reasonable costs EDB, its employees or subcontractors incur as a result of Customer Delays. EDB shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, or any causes beyond the reasonable control of EDB and its subcontractors and suppliers.

Warranty. All work shall be done in a workmanlike manner according to minimum standard building industry practices as set forth, published or accepted by applicable state or national construction trade associations or organizations ("Industry Standards") and EDB provides a two-year warranty on workmanship. Workmanship levels, procedures or standards exceeding Industry Standards exceed the scope of this Agreement and may require additional fees or charges. This work is subject to the provisions of Minnesota Statutes Chapter 327A as noted on attached Exhibit A (below), provided that the 2 year warranty on workmanship supersedes any shorter warranty in Minn. Stat. Chapter 327A.

All materials used are subject only to warranties provided by the manufacturers and/or suppliers, and additional warranties provided by Minnesota Statutes Chapter 327A.

If EDB is not paid in full in accordance with this Contract, all warranties are null and void, except for items fully compensated.

Any claim against EDB alleging any breach of this Contract or negligence must be initiated no later than two years after the earlier of 1) the date EDB ceases work on the Property or 2) the date EDB's building permit is finalized or otherwise closed, provided Customers knew or should have known of the breach or negligence, or such longer period provided by Minnesota Statutes 327A.02.

Customers understand and acknowledge that EDB does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials or labor that EDB did not originally provide, or Customer-Direct Work.

EDB is not responsible for latent defects in materials and accessories supplied in Customer-Direct Work.

EDB shall not be responsible for rework required as a result of the acts or errors of others or punch list work for Customer-Direct Work.

Non-Warranty Items. The following items are not covered by warranty:

loss or damage not reported by Customers to EDB in writing within the two year warranty period provided in Section 17 above

loss or damage caused by defects in design, installation, or materials which Customers supplied, installed or had installed under their own direction;

Any materials or labor related to Customer-Direct Work;
secondary loss or damage such as personal injury or property damage;
loss or damage from normal wear and tear;
loss or damage from normal shrinking caused by drying of the Property within tolerance of building standards;
loss or damage from dampness or condensation due to insufficient ventilation (in areas beyond project scope) after Substantial Completion of the Work;
loss or damage from negligence, improper maintenance or alteration of the Property by parties other than EDB;
loss or damage from changes in grading of the ground or landscaping at the Property by parties other than EDB;
insect, rodent or other pest loss or damage;
loss or damage from failure to maintain the Property in good repair;
loss or damage which Customers, whenever feasible, have not taken timely action to minimize
loss or damage which occurs after the Property is no longer used primarily as a residence; unless covered by Minn. Stat. 327A.02;
accidental loss or damage usually described as acts of God, including, but not limited to fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood and earthquake; and
loss or damage from soil movement which is compensated by legislation or covered by insurance.

Hazardous Materials, Mold and Other Hidden Conditions. Nothing contained in this Contract shall be construed to require EDB to determine the presence or absence of any hazardous materials, asbestos-containing materials, mold, insect or rodent infestation, or any other hidden, concealed or unforeseeable conditions affecting the Work or to require EDB to remove, protect against or dispose of or remedy such materials or conditions. In the event that EDB learns of the presence of such materials or conditions at the work site, EDB reserves the right to immediately stop work and negotiate a Change Order for such additional work as may be required. For purposes of this Contract, a hidden, concealed or unforeseeable condition shall mean a condition not readily observable to an experienced contractor or subcontractor inspecting the property for the purpose of estimating for and performing the work covered by this Contract. Customers acknowledge Exhibits D, E and F attached hereto.

Level and Plumb Conditions. It is understood that unless ceilings, walls or floors are specifically cited in this Contract or the Plans as being furred or stripped to make them level or plumb, existing conditions in Customers' present structure will remain. These conditions may become noticeable due to installation of new cabinets, counter tops, doors, windows, or other items as level and plumb in the existing structure. EDB may also perform certain portions of the Work "out of level" or "out of plumb" to match or coincide with Customers' existing structure. EDB is not responsible for or undertaking adjustment or correction of pre-existing "out of level" or "out of plumb" conditions

Customers' Personal Property. EDB shall not be responsible for protection of Customers' property, except to provide that protection that is specifically called for under the Work described in this Contract. EDB is not responsible for the theft, disappearance of or damage to jewelry, art objects, silver, gold, antiques or any other items of personal property, and Customers agree to hold EDB harmless in connection therewith. Customers also agree to remove, store and/or protect any personal property in or near EDB's work area, including shrubs and flowers. Customers will manage and be responsible for protection of vehicles and property exposed to damage by EDB's work. I.E: Personal vehicles and property to be removed from work and material staging zones prior to commencement of the project. EDB is not responsible for supervision or protection of animals or children.

Dispute Resolution. The parties hereby agree to waive and replace the dispute resolution process specified in Minnesota Statutes Section 327A.051 and agree to resolve any disputes as provided herein. If any dispute arises between EDB and Customers regarding any part of this Contract or the parties' obligations or performance hereunder, prior to any legal action the parties shall first attempt to resolve such disputes as follows:

Initial Meeting to Resolve Disputes: Any Party may from time to time call a special meeting for the resolution of disputes that would have a material impact on the cost or progress of the Work. Such meeting shall be held within three (3) working Days of written request therefor, which request shall specify in reasonable detail the nature of the dispute. The meeting shall be attended by the Customers' Authorized Representative, EDB's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute

Mediation: If the dispute has not been resolved within five (5) working Days after the special meeting has been held, a mediator, mutually acceptable to the Parties and experienced in design and construction matters shall be appointed. The Parties will share the cost of the mediator. The Parties may give the mediator a written statement and the mediator may review the Work and Property and any relevant documents. The mediator shall call a meeting of the Parties within ten (10) working Days after his/her appointment, which meeting shall be attended by the Customers' Authorized Representative, EDB's Authorized Representative and any other person who may be affected in any material respect by the resolution of such dispute. Such Authorized Representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute.

Separate Meetings. During such ten (10) day period, the mediator may meet with the Parties separately.

No Formal Record. No minutes or other formal record or transcript shall be kept with respect to any mediation proceedings, and the comments and/or findings of the mediator, together with any written statements prepared, shall be non-binding, confidential and without prejudice to the rights and remedies of any Party.

Duration. The entire mediation process shall be completed within twenty (20) working days of the date upon which the initial special meeting is held, unless the Parties agree otherwise in writing. If the dispute is settled through the mediation process, the decision will be implemented by written agreement signed by the Parties. If the dispute is not settled within five (5) working Days after the mediation, the Parties are free to pursue any available legal remedies.

Mechanic's Lien Enforcement. The Parties agree that the above dispute resolution procedures do not apply if EDB's mechanic's lien rights, if any, will expire by statute before EDB reasonably believes the initial meeting and mediation can be completed. In such event, EDB may take any required action to preserve, perfect or enforce its mechanic's lien rights, if any, without first following the above dispute resolution procedures.

Modifications. Any material change(s) to the Contract (including but not limited to the terms, conditions and definitions attached as Exhibit B), the Work, or the Plans must be approved in writing by both parties through signing a Change Order. The Contract Price shall be increased or decreased in accordance with any such Change Order. Any Customers that are a party to the Contract may execute and authorize a Change Order, and only one Customers' signature is required to create a binding Change Order. The Completion Date shall be extended accordingly as the result of any Change Order. Customers agree to pay any additional charges immediately upon receipt of EDB's invoice for the same, which shall be provided to Customers upon substantial completion of the extras or work covered by the Change Order. All Change Orders will include materials, labor, tax, shipping & deliveries, management, as applicable, and will include contractors overhead and profit, to be adjusted at the discretion of the contractor. Change Orders introduced by Customer after start of construction may be subject to a \$100 administration fee, applied at the discretion of the contractor. Customers acknowledge and agree to pay any Change Order Fees.

Punch Lists and Walk-Throughs. Customers are allowed two punch-list/walk-through which must be completed no later than 30 days after Substantial Completion, unless otherwise agreed to. The punch-list must be in writing and signed by EDB and Customers ("Final Punch List"). Unless covered by warranty, any work Customers request to be performed after EDB completes the Final Punch List will be charged on a time and material basis unless item is identified in a timely manner, and falls within contract scope of work. When the Final Punch List has been signed by both parties, EDB will remove applicable materials from the job site and the appropriate trades will complete necessary work in the briefest time possible.

Insurance. It is the Customers' responsibility to maintain adequate property insurance covering the Property, including increases in coverage to accommodate, provide for, and insure the alterations and improvements listed in the Contract. Customers' property insurance shall also cover all building materials delivered to Customers' property during the course of the construction project. During the project period, Customers agree to name EDB as a loss/payee on their property policy. EDB has no and disclaims all insurance responsibilities in this regard.

Protection of the work. The Contractor shall at all times continuously maintain adequate protection of the existing building and site and all work in progress.

Indemnification. Contractor, including Contractor's Subcontractors and suppliers shall indemnify and hold harmless Customer from loss, damage, and claims relating to Contractor's work under this agreement, including those caused by any act, omission, fault or negligence of Contractor.

Contractor & Subcontractor Insurance. Contractor and its Subcontractors shall procure at their own expense, and supply to Customer's Representative, duly issued certificates of insurance for the following:

Comprehensive General Liability in occurrence form with limits of not less than \$1,000,000 per occurrence (including coverage for: products, complete operations, contractual liability, and broad form property damage).

All insurance, shall name Customer as additional insured, and remain in force for as long as necessary to protect the Customer.

All insurance certificates shall contain the following cancellation clause: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail 30 days prior written notice to certificate holders."

Customers' Signature. The Customers agree that changes resulting in the furnishing of additional labor and/or materials will be paid for prior to the commencement of the extra work, if requested by EDB. The Customers also agree that either of them (either party of a significant or married couple may sign a change order, contract, and that signature will be binding on both.

Cleaning. Between trades and upon completion of the Work the Property will be left in a "broom clean" condition. This Contract does include professional cleaning services addressing final window and floor cleaning, dusting, removal of appliance or fixture stickers.

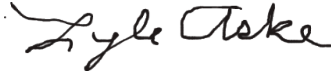
Entire Agreement. This Contract, the Plans, any attached exhibits and addenda, and Change Orders or amendments signed by the parties, shall constitute the entire agreement between the parties and supersedes any other written or oral agreement between the parties. Except as otherwise provided herein, this Contract may be modified only in writing signed by the parties hereto.

Customers have read the Plans, and the specifications, descriptions, terms, conditions and definitions attached as Exhibits A and B. Customers agree to them and that they form a part of this Contract, and acknowledge that Plans and attached Exhibits are specifically incorporated herein by reference.

Acceptance of Agreement- The specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated in the Construction Agreement.

I/we have read and understand the above statements.

Signatures



08 / 03 / 2023

Client: Lyle Aske

Date



08 / 06 / 2023

Client: Terry Aske

Date



8/1/2023

Builder: Dave Stockdale

Date

CITY OF CHASKA

**AGREEMENT FOR SPECIAL ASSESSMENT
OF FIRE PROTECTION SYSTEM(S)**

THIS AGREEMENT, Made and entered into effective this 21st day of August 2023, by and between the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as “City”, and Aske Properties LLC, a limited liability company organized under the laws of the State of Minnesota, and owner of the property hereinafter described and hereinafter referred to as “Property Owner”; **WITNESSETH:**

RECITAL NO. 1.

The Property Owner is the fee owner of the building located at 500 Chestnut Street N., Chaska, Minnesota, and situated on the property legally described on **Exhibit A** attached hereto and incorporated herein (the “Property”).

RECITAL NO. 2.

The Property Owner has executed and delivered to the City a petition for the construction of a privately owned fire protection system on the Property (the “Petition”) which is incorporated herein by reference.

RECITAL NO. 3.

The Property Owner shall be responsible for contracting for the actual installation of the fire protection system (the “Improvements”) to be installed on the Property as described in Recital No. 1 above.

RECITAL NO. 4.

The Fire Marshal for the City, or his/her designated representative, has heretofore approved the plans and specifications for said Improvements.

RECITAL NO. 5.

The purpose of this Agreement is to memorialize between City and Property Owner the understanding and agreement for the installation or construction of the Improvements at the Property as described above and for the special assessment to be levied against the above-described Property to cover the cost of said Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and Property Owner as follows:

1. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into the terms of this Agreement.
2. Contract. The Property Owner shall enter into a contract for the installation of the Improvements in accordance with the plans and specifications therefor attached to the Petition submitted to the City by Property Owner.
3. Plans and Specifications. It shall be the responsibility of the Property Owner to cause such contractor to install and construct said Improvements in accordance with said plans and specifications.
4. Assessments. The parties agree that in the manner hereinafter described, certain costs for the Improvements will be assessed pursuant to Minnesota Statutes Chapter 429 against the Property.
5. Payment of Special Assessment. The maximum special assessment shall be in an amount equal to the cost as set forth in Paragraph 8 below and shall be payable in equal installments, together with interest at the rate six percent (6%) per annum over a period of ten (10) years.
6. Abandonment of Improvements. The Property Owner may, if a contract has not been awarded for the installation of the Improvements, request that the project be abandoned; and, in that event, the Property Owner shall pay any and all costs that the City has expended for expenses incurred by the City in connection with the project.
7. Project Completion. Upon completion of all or a portion of the Improvements, the Property Owner shall prepare an invoice or statement for the amount of work completed and submit same to the Chaska Assistant City Administrator. Upon the Chaska Fire Marshal and Assistant City Administrator certifying that the amount of work completed has, in fact, been completed, the City shall pay the Property Owner for the amount of work so completed, less five percent (5%) thereof in the event the total amount of work has not been completed. Upon total completion of the project and upon certification of completion by the Chaska Fire Marshal, the City shall pay the Property Owner the remaining amounts not yet paid for completion of the Improvements.

8. Assessment. Subject to revisions outlined herein, the City will assess \$114,300 of the costs for Improvements (the "Improvements Costs") to the parcel making up the Property together with: (i) five percent (5%) of the amount of the Improvements Costs to defray costs of obtaining financing; and (ii) one and one half percent (1.5%) of the amount of the Improvements Costs to defray administrative costs (the "Maximum Assessment"). The Maximum Assessment is determined from the contract that Property Owner has entered into for the construction of the Improvements attached hereto and incorporated herein as **Exhibit B**. If the Property Owner proceeds with and completes the construction of the Improvements, the amount assessed against the Property will not exceed the Maximum Assessment. The actual assessment for the Improvements shall be the lesser of: (i) the actual design, construction, financing (5%) and assessment process costs (1.5%) for the Improvements; or (ii) the Maximum Assessment. Any costs for the Improvements in excess of the Maximum Assessment must be paid by Property Owner.

9. Waiver of Irregularity. The Property Owner, for itself, its successors and assigns, waives any rights and claims it may have under Minnesota Statutes Chapter 429 that any part of the City's approval process for the construction of the Improvements or the assessment process in relation to the construction of Improvements is improper or invalid; and Property Owner, for itself, its successors and assigns, specifically waives any objection to any assessment imposed by the City against the Property for costs incurred by the City in designing, constructing, financing and assessing the costs of the Improvements provided that the amount assessed against the Property shall not exceed the Maximum Assessment. Property Owner acknowledges that this Agreement constitutes a petition pursuant to Minnesota Statutes Section 429.035 for the assessment of the costs of the Improvements.

10. Assessment Appeals. The Property Owner, for itself, its successors, and assigns, waives any and all right or claim it may have to object to or appeal the amount of the assessment made by the City for the costs of the Improvements against the Property including, but not limited to, any claims based upon any irregularities in the assessment proceeding; any claims that the amount assessed exceeds the benefit to the Property provided that the assessment may not exceed the Maximum Assessment; and any claims that the amounts assessed for the construction of the Improvements against the Property were unfairly or inequitably assessed. This waiver of appeal runs with the Property and shall be binding upon any subsequent owner of the Property.

11. Imposition of Assessment. The City may impose the assessment and certify the assessment to the Carver County Auditor for the portion of the costs for the Improvements attributed to the Property pursuant to Section 8. The act of Property Owner entering into a contract for construction of all or a part of the Improvements is authorization for the City to impose the assessment for the Improvements and to certify the assessment to the Carver County Auditor in an amount as set forth herein.

12. City Fees. Nothing in this Agreement shall alter any fee for connection to lateral sanitary sewer, water, and storm sewer lines or ponding needed to connect or serve the Property.

13. Termination. If the Property Owner has not satisfied all conditions of Section 16 of this Agreement by six (6) months after the date of this Agreement, this Agreement is terminated and the City is under no obligation to reimburse Property Owner for the Improvements; and if the City has levied and certified the Maximum Assessment, it shall terminate same.

14. Payments. All reimbursements for costs of Improvements are solely by City to Property Owner. The Property Owner is solely responsible for paying all contractor, subcontractor, and suppliers for the Improvements, and Property Owner will indemnify, defend, and hold the City harmless from any and all claims related to the construction, operation, maintenance, or payments claimed for the Improvements.

15. Partial Disbursements. Partial disbursements, not exceeding fifty percent (50%) of Improvements Costs, may be disbursed based upon work completed on the Improvements and a contractor certification of the work completed and all of the following conditions have been satisfied:

- A. Execution by Property Owner and the contractor selected by the Property Owner for construction of the Improvements of the construction contract.
- B. Issuance of building permit (if applicable).
- C. Approval by the Chaska Fire Marshal of the plans and specifications for the Improvements.

16. Final Disbursement. The City will not disburse the final fifty percent (50%) of Improvements Costs funds to the Property Owner for the Improvements until all of the conditions of Section 15, and the following conditions, have been satisfied:

- A. Completion of construction of the Improvements evidenced by a written certification from the contractor in form and content acceptable to City.
- B. Satisfactory final inspection of the Improvements by the Chaska Fire Marshal and, if applicable, a building permit, if required, by the City building official.
- C. Issuance of a certificate of occupancy for the building(s) in which the Improvements are located.
- D. City Council approval of final payment and certification of final assessment.

17. Agreement Runs with the Land. This Agreement shall run with the land, shall be recorded against title to the Property and is binding on all future individuals or entities who hold any interest in the Property. The Property Owner covenants with the City, its successors and assigns, that the Property Owner has fee title to all the Property and there are no unrecorded interests against the Property.

18. Assignment. The Property Owner may not assign this Agreement without the written permission of the City, which shall not be unreasonably withheld. No assignment shall be effective unless the assignee assumes in writing all obligations of the Property Owner under this Agreement and the documents related thereto, and evidence of such assumption shall be in a form mutually acceptable to the City and the Property Owner.

19. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

20. Non-Waiver. Each right, power or remedy conferred upon City or the Property Owner by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City or the Property Owner at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Property Owner and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or non-performance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

21. Third Party Beneficiary. This Agreement does not confer any benefit on any third parties, and the City neither accepts nor undertakes any duty or obligation to an individual or entity that is not a party to this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed effective the day and year first above written.

CITY

CITY OF CHASKA

By: Mark Windschitl
Its: Mayor

By: Matt Podhradsky
Its: City Administrator

STATE OF MINNESOTA)
)SS.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before this _____ day of August, 2023, by Mark Windschitl and Matt Podhradsky, the Mayor and City Administrator, respectively, of the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

PROPERTY OWNER

Aske Properties LLC

Lyle Aske

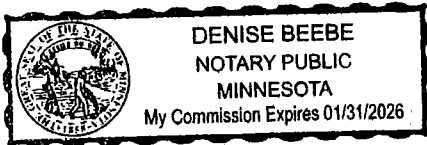
By: Lyle Aske

Its: Owner

STATE OF MINNESOTA)
)SS.
COUNTY OF)

The foregoing instrument was acknowledged before this 14th day of Aug, 2023, by Lyle Aske, the owner of Aske Properties LLC, a limited liability company organized under the laws of the State of Minnesota on behalf of the limited liability company.

Denise Beebe
Notary Public



**EXHIBIT A TO AGREEMENT FOR SPECIAL ASSESSMENT
OF FIRE PROTECTION SYSTEM(S)**

LEGAL DESCRIPTION

Lot 1, Block 1 Chaska Crossings

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
08/21/2023**

Subject: Bond Sale Reimbursement

Prepared By: Matt Burt, Accountant II

The City anticipates issuing bonded debt in the future to finance the private fire protection system and related improvements to serve 500 Chestnut St N, Chaska, MN 55318. Prior to issuance of any such bonded debt the City must first comply with IRS regulations regarding reimbursement requirements.

In accordance with IRS regulations, the City must declare its intent to reimburse itself prior to payment of any project expenditures. Projects as listed in the proposed reimbursement resolution will incur costs that may be reimbursed from future bond sales and thus must be declared by the City for possible future reimbursement.

The enclosed proposed resolution establishes compliance with IRS reimbursement regulations for the items as listed in Attachment A to the resolution.

Staff recommends adoption of the resolution.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2023-67 relating to financing certain proposed projects and establishing compliance with reimbursement bond regulations under the Internal Revenue Code.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE August 21, 2023 RESOLUTION NO. 2023-67

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

**RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS; AND,
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS
UNDER THE INTERNAL REVENUE CODE**

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

1. Recitals.

(a) The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid, or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

(b.) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

(a) The City proposes to undertake certain projects, which projects and the estimated costs thereof are generally described in Exhibit A hereto, which is hereby incorporated herein and made a part hereof (the "Projects").

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iii) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have been paid by the City before the sixty (60) days before the date of adoption of this resolution.

(c) The City reasonably expects to reimburse the expenditures made for costs of the Projects out of the proceeds of debt in an estimated maximum aggregate principal amount of \$134,000 (the "Bonds") after the date of payment of all or a portion of the costs of the Projects. All reimbursed

expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis, or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside) to provide permanent financing for the expenditures related to the Projects, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

4. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August 2023.

Mark Windschitl, Mayor

Attest: _____
Denise Wetzel, Deputy Clerk

EXHIBIT A

PROJECTS:	
Fire Protection Special Assessment 500 Chestnut St N, Chaska, MN 55318 Fund 444	\$134,000
Total All Projects	\$134,000

REQUEST FOR ACTION

CHASKA CITY COUNCIL

08/21/2023

Subject: Structures, Inc. – Final Site & Building Plan and Final Plat

Applicant: Jeremy Banken

Location: Old Audubon Road – South of Arbor Drive, North of Ravoux Circle

Case No.: 2023-19

Synopsis: The applicant is requesting approval of a Final Site & Building Plan and Final Plat to construct new office/warehouse buildings with exterior storage on the vacant lot south of Arbor Drive and North of Ravoux Circle

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution No. 2023-68

BACKGROUND

In June 1997, the East Creek Carriage Homes and plat were approved by the City Council (Res. No. 97-61). The East Creek Carriage Homes are just southwest of the subject site on Ravoux Road. During these approvals the lot to the east and northeast was platted as an Outlot (outlot A), which was a tract for future replatting into single family detached residential lots south of the NSP highline, and industrial lots north of the highline. The single family detached residential lots have been developed south of the NSP highline (East Creek Acres 1st and 2nd Acres). Tonight we are looking at a plan to develop north of the NSP highline in Outlot A.

In December 2018, the Structures, Inc. original Concept Plan was approved. In April 2019, the Preliminary Site & Building Plan, Preliminary Plat, and Rezoning (PID-9) were approved. These approvals showed the proposal of one building with parking and an exterior storage yard. After those approvals the applicant did soil testing and concluded that there are parts of the site with very poor soils. Because of this, the layout of the site has been carefully looked at to avoid poor soil areas for the building.

The applicant came back with a revised preliminary plan in May 2020 for a building and layout that better avoided the poor soils on site. This plan also showed the proposal of one building with parking and an exterior storage yard but re-oriented on the site (this plan is shown on the next page). After those approvals it was still determined that the site/layout proposed would generate significant costs to fix the soils to accommodate the development. The applicant decided to walk away from the previous approvals done in 2019 and 2020 to re-analyze the layout for the site that would be financially feasible.

In July 2022, the applicant came forward with a new Concept Plan, which was subsequently approved by Planning Commission and City Council. The new plan showed the construction of 3 buildings on 3 lots. The 3 building/lot layout would help avoid atypical foundation systems

needed for larger buildings on poor soils. 2 different concepts were proposed (Concept A & B); Concept A was considered the more favorable layout. In November of 2022, the preliminary site and building plan, preliminary plat and zoning ordinance amendment (ZOA) for the 3 building/lot plan was approved.

The applicant has revised their November 2022 plan to eliminate the middle building/lot, and have a total of 2 buildings/lots. In May 2023, the preliminary site and building plan, preliminary plat and zoning ordinance amendment to PID-9 was approved for the 2 building/lot layout.

Goals

The goals indicated by the applicant are to contribute to the economic vibrancy in the City, add new buildings that add to the architectural fabric of the area, provide an in-demand industrial need that will stimulate the local economy, provide an employment opportunity for Chaska residents, and provide a street presence in Chaska that will tie in to local existing structures.

Existing Conditions

The subject property is located on a vacant outlot between Arbor Drive and Ravoux Circle that is approximately 5.25 acres in size. There exists a 125 foot wide easement on the south side of the property that is for the NSP highline. The site has and is used for agricultural purposes.

NSP Highline Easement

The project proposes to encroach into the easement area for parking, landscaping and fencing purposes. The applicant has been in direct contact with Xcel Energy about their plans to encroach. The response from Xcel Energy has been favorable and they have no initial objections to the uses within the easement area. Confirmation of such is provided as a supplement in the packet. The applicant will need to continue to work with Xcel Energy on their encroachments.

CURRENT REQUEST

The request this evening is for Final Site & Building Plan and Final Plat approval for the construction of two new office/warehouse buildings and exterior storage yards for industrial businesses. Structures Inc. is proposing to split the property under consideration into two parcels. Structures will then construct the development in two phases, starting with Lot 1 that will be located closest to Ravoux Rd and working east towards Old Audubon Rd. The proposed buildings will be spec warehouses totaling approximately 7,400 SF each.

Adjacent properties

The site is bounded on the south by residential; the north by industrial; the west by Ravoux Road; and the east by Old Audubon Road.

Use

The use of this site for office/industrial is consistent with the Comprehensive Plan's guidance for this parcel to be industrial. It is also consistent with the current zoning in place Planned Industrial District (PID-9). PID-9 district standards allow for exterior storage as long as it meets the City's exterior storage requirements (i.e. screening).

Layout

The layout is showing main access into the site off of Old Audubon Road from a shared driveway on Arbor Drive. The shared driveway provides shared accesses to all two lots/buildings. An additional access is shown directly off of Old Audubon Road, which would provide ingress/egress to the employee parking lot for the east building. The buildings are situated more on the north side of the site. Exterior storage on the lots are proposed within fenced in areas. The two buildings will be approximately 7,400 square feet. A privacy fence will delineate the south edge of the site to separate/buffer the industrial from the residential.

Building Location/Design

The proposed buildings will be spec buildings totaling approximately 7,400 SF. These buildings will roughly comprise of 15% office space with 85% shop space. The shop space will most likely be used for maintaining equipment like Bobcats, trailers and trucks. Also, the back lots will be used for outdoor storage based on the ultimate use of the building(s).

The buildings will be attractive, yet simple, one-story structures totaling 22 feet in height. The front entrances will top off at 25 feet in height. Building materials will be consistent throughout the three buildings to provide a cohesive industrial development. The roofs will be covered with an EPDM membrane and slope gradually to the south at ¼" per foot. Clerestory windows will be placed on most sides to allow natural daylight to enter that space as well. The exterior materials will be glass, modular brick precast panels, architectural texture precast panels, and architectural metal panel. The modular brick precast panels were also used on the Formacoat building and classified as Class I material.

In addition to the buildings, the site is showing exterior storage yards on the lots. These exterior areas are proposed to be secured off with chain link fencing.

The proposed design of the buildings are generally rectangular in footprint and one-story in height; at its tallest point it will be 25 feet where the front entrances are.

"Industrial and warehouse buildings shall use at least two (2) different Class I materials and shall be composed of at least thirty (30) percent Class I material, and at least one (1) Class II materials and be composed of at least thirty (30) percent Class II materials; and not more than forty (40) percent of Class III materials"

Building Materials	
Class I	Glass, Modular Brick (34.2%)
Class II	Architectural Precast Panels (56.4%)
Class III	Manufactured Stone, Metal Panels (9.4%)
CLASS I REQUIRED	30%; two different materials
CLASS II REQUIRED	30%; one material
PROVIDED	Class I: 34.2%; two different materials Class II: 56.4%; one different material

The fronts of the buildings on Ravoux Road and Old Audubon Road will be oriented to the street side. The shop space/loading dock will be oriented toward the rear and center of the site and thus will not be as cumbersome at the street level.

The exterior storage areas are proposed to be surrounded by fencing and integrated into the loading areas of each lot. Privacy fencing is shown near the south property line and south portions of the project edge to help screen from adjacent residential. The exterior storage areas are specifically delineated within the site and fenced off from all areas so that it's clear where the exterior storage areas are. Staff would advise that additional screening in the form of opaque fencing and landscaping be achieved around the edges of these exterior storage areas.

Parking/Access/Circulation

The site is proposing to incorporate 47 parking spaces (19 constructed; 28 proof of parking). The following charts summarize the overall parking demand on the site, based on the approximated sizes of the proposed uses:

Uses	Approx. Size	Code Req.	Est. Parking Req.
Lot 1 (west lot)	7,400 sf	1ps/250sf Office (15%) 1ps/350sf Warehouse (85%)	4 parking spaces 18 parking spaces
Lot 2 (east lot)	7,400 sf	1ps/250sf Office (15%) 1ps/350sf Warehouse (85%)	4 parking spaces 18 parking spaces
		REQUIRED	44 parking spaces
		PROVIDED	47 parking spaces

According to the table above the applicant is sufficient in meeting parking for the site. Each lot will have the required number of parking for the proposed uses.

The project is proposing to have their main vehicle entrance into the site off of Old Audubon Road from the existing shared driveway on Arbor Drive. This shared driveway will be provided onto the Structures' property to access the two lots. There is shared access achieved on the north, side of the site that both lots can use. The applicant will have to create a cross access easement for the site so that the lots can have full movement across the sites and out to Old Audubon Road. An access easement area is shown on the plat that encumbers the northeast area of Lot 1 and northwest area of Lot 2.

The shared driveway on Arbor Drive will also continue to act as the access for the industrial properties to the north. A shared agreement exists between the current property owners today. This agreement will need to be amended to include the Structures site.

Parking Lot Access on Old Audubon Road

The applicant is showing a parking lot access onto Old Audubon Road for the eastern lot (Lot 2). The applicant believes the additional access onto Old Audubon Road creates less pavement for the site, would provide more screening area between the building and road, allows separation of office and truck traffic, allows more exterior storage area, allows the building to

be as far north from the residential to the south as possible, and creates a more efficient layout for the property that is otherwise burdened by poor soils.

Staff does not have major concerns with the additional on Old Audubon Road. Safety or sight lines do not appear to be an issue. The parking lot access will only serve a total of 11 cars so usage of this access will be low.

Setbacks

The required setbacks for the site are as follows:

BUILDING SETBACKS	
Direction	Setback
From Property Lines Abutting Residential	100 feet
East and West Property Lines	30 feet
Interior Property Lines	15 feet

PARKING SETBACKS	
Direction	Setback
East & West Property Lines	10 feet from ROW
Interior Property Lines	5 feet
From Property Lines Abutting Residential	10 feet

The exterior storage areas must also comply with the aforementioned building setbacks. The site plan is showing compliance with these.

Landscaping, Screening & Fencing

The table below indicates the landscaping requirements for this site:

LANDSCAPING REQUIREMENTS & PROPOSED		
	Required	Proposed
Overstory Trees	46 caliper inches (17 trees)	47.5 caliper inches (19 trees)
Understory Trees	6	5
Shrubs	70	133

The proposed plan does not meet the understory tree requirement, however there is a surplus of overstory trees on site that staff believes adequately compensates for the missing understory tree.

Landscaping and berming will be incorporated on the exterior perimeter of the privacy fence on the south side of the site. Berming is shown on the west side and southwest side of the site.

A 6-foot privacy fence is proposed along the south side of the site to screen from the adjacent residential properties. The privacy fence proposed will be a cedar fence with posts. In addition, landscaping is shown along the entire stretch of the south privacy fence to help soften this edge.

In addition to the 6-foot privacy fence, the applicant is proposing a 6-foot black chain link fence to delineate the loading and exterior storage areas of each lot. Although most of this fence will be unseen from the residential side, there are a few areas that will be visible from public right-of-way. The portions that are visible should be a more decorative style fencing that can achieve at least 90% opacity whether that's through it's own design or year-round screening. This will need to be addressed prior to issuance of a building permit. These areas are denoted in red on Exhibit A below.

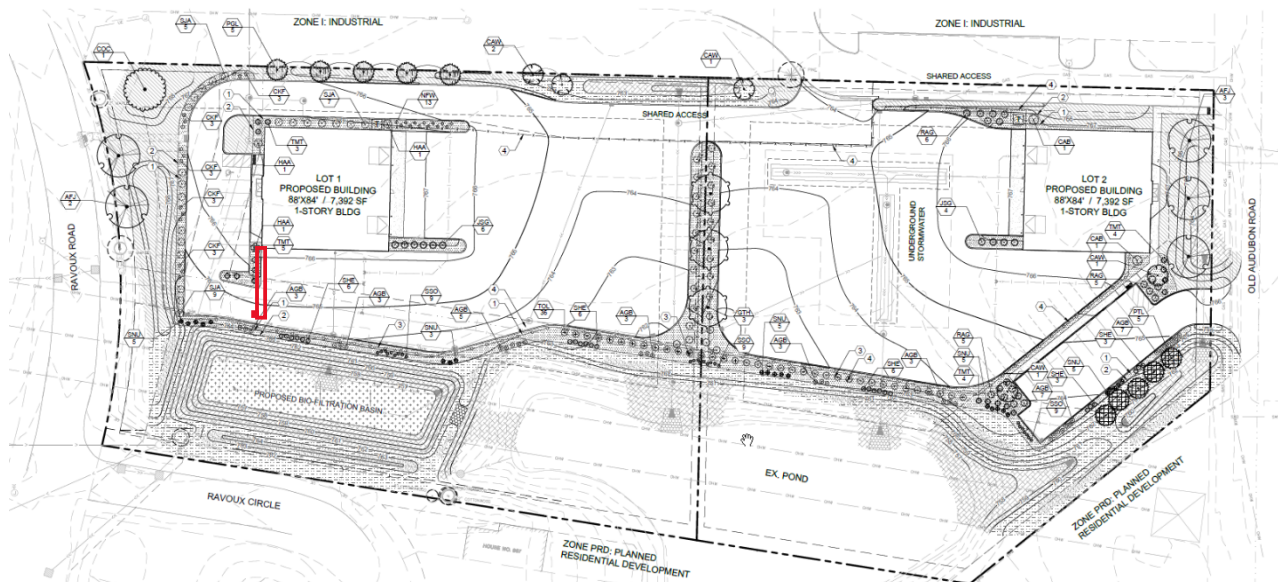


Exhibit A

Sidewalks and Pedestrian Connections

The site's perimeters do not show public sidewalks today. A sidewalk exists on the west side of Ravoux Road but the east and both sides of Old Audubon Road do not. It is possible that in the future the City will install sidewalks on the sides of streets where they are lacking. The applicant has provided pedestrian connections from each lot to connect out to the adjacent street. The western lots sidewalk would be advised to be constructed when a sidewalk goes in on the east side of Ravoux Road.

Lighting

Lighting is shown in the form of wall packs and pole lighting. Wall packs are shown at 20 feet in height and pole lights are shown at 23 feet in height. All lighting must meet the City's zoning ordinance section 15.28.250. The wall packs shall be installed no higher than 18 feet.

Signage

Signs will have to meet the required sign regulations for this development and be reviewed and approved through a separate permit process with the City. Signs will have to go through a separate sign permitting process.

Utilities

Water and sewer are available to serve this site. Details on the connections to the public utilities will need to be coordinated with the City Engineer.

Stormwater

Stormwater for the new facilities will be handled on-site and independently from the existing regional stormwater pond. An underground stormwater retention system will be utilized and placed under proposed pavement in Lot 2 to maximize the usable area. Stormwater from Lot 1 will be treated via filtration system south of the building. Storm water from the north properties will be captured via storm sewer and will be directed to the existing pond, bypassing the new storm system entirely. Overall site drainage will continue to flow from north to south, where it will then be treated prior to being discharged into downstream facilities.

The applicant will continue to work with the City and the Watershed district to ensure their Stormwater Plan meets all City and County WMO standards. An existing pond is present on the southeast portion of the property. As stated above it will not be used for the new lots. The existing pond should be placed in its own drainage and utility easement, to be maintained by the City.

Wetlands

The National Wetland Inventory classifies the existing pond as a wetland. There is a smaller wetland on site where the existing grove of trees are. This wetland was determined to be "incidental" and does not require replacement or mitigation measures.

Platting

Platting will be pursued for this project. The layout shows two separate lots. A drainage and utility easement is shown to encompass the existing south stormwater pond that is currently maintained by the City.

Neighborhood Meeting

The applicant conducted a neighborhood meeting on June 27, 2022 to introduce the concept plan to adjacent neighbors. One neighbor showed up to the meeting. The developer did not note any significant concerns.

Deadline for Agency Action

The City of Chaska received the complete application for this request on July 5, 2023. Pursuant to Minnesota State Statutes the City must act on this request by **Sunday, September 3, 2023 (60 days)**, unless the City provides the petitioner with written reasons for an additional 60-day review period. The additional review period would extend to Thursday, November 2, 2023. The City may with the petitioner's consent extend the review period beyond the Thursday, November 2, 2023 date. Lastly, if the City denies the petitioners request "... it must state in writing the reasons for the denial at the time it denies the request."

PLANNING COMMISSION ACTION TAKEN 08/09/2023:

Motion to recommend approval of the Final Site & Building Plan and Final Plat for Structures, Inc., subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Narrative – Site Plan (pgs 1-3), submitted by Structures, undated
 - b. Citation Creek Final Plat (pgs 1-2), submitted by Anderson
 - c. Cover Sheet (pg C1), submitted by Anderson, dated July 12, 2023
 - d. Site Plan (pg C2), submitted by Anderson, dated July 12, 2023
 - e. Existing Conditions Survey (pg C3), submitted by Anderson, dated July 12, 2023
 - f. Demolition Plan (pg C4), submitted by Anderson, dated July 12, 2023
 - g. Grading & Drainage Plan (pg C5), submitted by Anderson, dated July 12, 2023
 - h. Utility Plan (pg C6), submitted by Anderson, dated July 12, 2023
 - i. Erosion & Sediment Control Plan (pg C7), submitted by Anderson, dated July 12, 2023
 - j. Phase 1 and Phase 2 Construction Plan (pgs C8-C9), submitted by Anderson, dated July 12, 2023
 - k. SWPPP (pgs C10-C11), submitted by Anderson, dated July 12, 2023
 - l. Civil Site Details (pgs C12-14), submitted by Anderson, dated July 12, 2023
 - m. Existing Sanitary & Watermain Profiles (pg C15), submitted by Anderson, dated July 12, 2023
 - n. Grading Enlargement Details (pg C16), submitted by Anderson, dated July 12, 2023
 - o. Tree Preservation Plan (pg L1), submitted by Anderson, dated July 12, 2023
 - p. Planting Plan (pg L2), submitted by Anderson, dated July 12, 2023
 - q. Planting Notes & Details (pg L3), submitted by Anderson, dated July 12, 2023
 - r. Photometric Plan, submitted by jth Lighting Alliance, dated April 20, 2023
 - s. Snow Storage Exhibit (pg E3), submitted by Anderson, dated March 29, 2023
 - t. Truck Turning Movement Exhibit (pgs E1-E2), submitted by Anderson, dated March 15, 2023
 - u. Fire Truck Turning Movement Exhibit (pgs E5-E6), submitted by Anderson, dated April 24, 2023
 - v. Structures Rendering (pg A1), submitted by HTG Architects, dated October 19, 2022
 - w. Main Level Floor Plan Building A (pg A2.1), submitted by HTG Architects, dated April 4, 2023
 - x. Main Level Floor Plan Building B (pg A2.2), submitted by HTG Architects, dated October 19, 2022
 - y. Main Level Floor Plan Building C (pg A2.3), submitted by HTG Architects, dated April 4, 2023
 - z. Exterior Elevations Building A (pg A3.1), submitted by HTG Architects, dated April 4, 2023
 - aa. Exterior Elevations Building B (pg A3.2), submitted by HTG Architects, dated April 4, 2023
 - bb. Exterior Elevations Building C (pg A3.3), submitted by HTG Architects, dated April 4, 2023
2. Adherence with the City Engineers Memo dated May 9, 2023.
3. Provision that vehicle access on Ravoux Road is prohibited.
4. Compliance with section 15.28.120 Building Design/Materials and Site Design for both buildings.
5. Provision that exterior storage will not exceed 8 feet in height or the height of the privacy fence, whichever is less.
6. Provision that all mechanical equipment will be fully screened from view.
7. Provision of a Drainage & Utility easement over the southern pond, and to be shown on the plat.
8. Coordination with the City Engineer for the provision of public utilities to the site.
9. Provision of a storm water management plan meeting City and Carver County WMO standards.
10. Compliance with applicable zoning requirements, in particular zoning section 15.28 (Special Regulations).
11. Any and all building signage shall be submitted separately, comply with zoning ordinance Section 15.32, and shall require approval by staff prior to installation.
12. Provision to incorporate decorative fencing with at least 90% opacity as directed in Exhibit A in this report and to be addressed prior to issuance of a building permit.

13. Provision that open storage areas shall comply with building setback requirements and shall not be located forward of the principal buildings as constructed.
14. Provision of a final maintenance agreement for Arbor Drive signed by all applicable parties, to be submitted to the City prior to final plat recording.
15. Provision of cross access easements across all lots and to be executed prior to final plat recording.
16. Provision of a maintenance agreement for the shared accesses, stormwater features, and utilities, and to be provided prior to final plat recording.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2023-68 approving the Final Site & Building Plan and Final Plat for Structures, Inc. (PC #2023-19).

RESOLUTION

MOTION BY COUNCILMEMBER_____SECOND BY COUNCILMEMBER_____

WHEREAS, building materials will be consistent throughout the two buildings to provide a cohesive industrial development; and

WHEREAS, the exterior materials will be glass, modular brick precast panels, architectural texture precast panels, and architectural metal panel; and

WHEREAS, the modular brick precast panels were also used on the Formacoat building and classified as Class I material; and

WHEREAS, the exterior storage areas are proposed to be surrounded by fencing and integrated into the loading areas of the outer lots; and

WHEREAS, privacy fencing is shown near the south portions of the project edge to help screen from adjacent residential; and

WHEREAS, the exterior storage areas are specifically delineated within the site and fenced off from all areas so that it's clear where the exterior storage areas are; and

WHEREAS, staff would advise that additional screening in the form of opaque fencing and landscaping be achieved around the edges of these exterior storage areas; and

WHEREAS, the site is proposing to incorporate 47 parking spaces, and both lots will have the required number of parking for the proposed uses; and

WHEREAS, the applicant will have to create a cross access easement for the site so that the lots can have full movement across the sites and out to Old Audubon Road; and

WHEREAS, the shared driveway on Arbor Drive will also continue to act as the access for the industrial properties to the north, and a shared agreement exists between the current property owners today; and

WHEREAS, this agreement will need to be amended to include the Structures site; and

WHEREAS, the exterior storage areas must also comply with the required building setbacks for the site and zoning district; and

WHEREAS, the proposed plan does not meet the understory tree requirement, however there is a surplus of overstory trees on site that staff believes adequately compensates for the missing understory tree; and

WHEREAS, landscaping and berming will be incorporated on the exterior perimeter of the privacy fence on the south side of the site, as well as the west side; and

WHEREAS, in addition, the south side of the east parking lot shall also incorporate coniferous plantings that are shown along the south edge of the site to help buffer from the residential to the south; and

WHEREAS, in addition to the 6-foot privacy fence, the applicant is proposing a 6-foot black chain link fence to delineate the loading and exterior storage areas of Lots 1 and 2; and

WHEREAS, although most of this fence will be unseen from the residential side, there are a few areas that will be visible from public right-of-way; and

WHEREAS, the portions that are visible should be a more decorative style fencing that can achieve at least 90% opacity whether that's through it's own design or year-round screening; and

WHEREAS, this will need to be addressed prior to issuance of a building permit, and these areas are denoted in red on Exhibit A in the staff report; and

WHEREAS, the site's perimeters do not show public sidewalks today; and

WHEREAS, a sidewalk exists on the west side of Ravoux Road but the east and both sides of Old Audubon Road do not; and

WHEREAS, it is possible that in the future the City will install sidewalks on the sides of streets where they are lacking; and

WHEREAS, the applicant has provided pedestrian connections from Lot 1 and Lot 2 to connect out to the adjacent street; and

WHEREAS, the western lots sidewalk would be advised to be constructed when a sidewalk goes in on the east side of Ravoux Road; and

WHEREAS, stormwater for the new facilities will be handled on-site and independently from the existing regional stormwater pond; and

WHEREAS, an underground stormwater retention system will be utilized and placed under proposed pavement on Lot 2 to maximize the usable area; and

WHEREAS, platting will be pursued for this project; and

WHEREAS, the layout shows two separate lots; and

WHEREAS, a drainage and utility easement is shown to encompass the existing south stormwater pond that is currently maintained by the City; and

WHEREAS, on August 9, 2023 the Planning Commission recommended approval to the City Council of the Final Site & Building Plan and Final Plat for Structures, Inc. (PC#2023-19); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Final Site & Building Plan and Final Plat for Structures, Inc. (PC#2023-19), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Narrative – Site Plan (pgs 1-3), submitted by Structures, undated
 - b. Citation Creek Final Plat (pgs 1-2), submitted by Anderson
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 - m. Existing Sanitary & Watermain Profiles (pg C15), submitted by Anderson, dated July 12, 2023
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 - y. Main Level Floor Plan Building C (pg A2.3), submitted by HTG Architects, dated April 4, 2023
 - z. Exterior Elevations Building A (pg A3.1), submitted by HTG Architects, dated April 4, 2023
 - aa. Exterior Elevations Building B (pg A3.2), submitted by HTG Architects, dated April 4, 2023
 - bb. Exterior Elevations Building C (pg A3.3), submitted by HTG Architects, dated April 4, 2023
2. Adherence with the City Engineers Memo dated May 9, 2023.
 3. Provision that vehicle access on Ravoux Road is prohibited.
 4. Compliance with section 15.28.120 Building Design/Materials and Site Design for both buildings.
 5. Provision that exterior storage will not exceed 8 feet in height or the height of the privacy fence, whichever is less.
 6. Provision that all mechanical equipment will be fully screened from view.
 7. Provision of a Drainage & Utility easement over the southern pond, and to be shown on the plat.
 8. Coordination with the City Engineer for the provision of public utilities to the site.
 9. Provision of a storm water management plan meeting City and Carver County WMO standards.
 10. Compliance with applicable zoning requirements, in particular zoning section 15.28 (Special Regulations).
 11. Any and all building signage shall be submitted separately, comply with zoning ordinance Section 15.32, and shall require approval by staff prior to installation.
 12. Provision to incorporate decorative fencing with at least 90% opacity as directed in Exhibit A in this report and to be addressed prior to issuance of a building permit.
 13. Provision that open storage areas shall comply with building setback requirements and shall not be located forward of the principal buildings as constructed.
 14. Provision of a final maintenance agreement for Arbor Drive signed by all applicable parties, to be submitted to the City prior to final plat recording.
 15. Provision of cross access easements across all lots and to be executed prior to final plat recording.
 16. Provision of a maintenance agreement for the shared accesses, stormwater features, and utilities, and to be provided prior to final plat recording.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August, 2023.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

CITATION CREEK

PLAT FILE NO.

C. R. DOC. NO.

KNOW ALL PERSONS BY THESE PRESENTS: That Citation Creek, LLC, a Minnesota limited liability company, fee owner of the following described property:

That part of Outlot A, EAST CREEK CARRIAGE HOMES, Carver County, Minnesota, which lies Northeasterly from the following described line:

Commencing at the most Southerly corner of said Outlot A; thence on an assumed bearing of North 51 degrees 07 minutes 24 seconds East a distance of 1521.29 feet to the point of beginning of the line to be described; thence North 81 degrees 03 minutes 35 seconds West 609.31 feet to the Easterly line of Ravoux Road and said line there terminating.

Has caused the same to be surveyed and platted as CITATION CREEK and do hereby dedicate to the public for public use the easements for drainage and utility purposes as created by this plat.

In witness whereof said Citation Creek, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Citation Creek, LLC

by _____, its _____

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____.

Signature

Printed

Notary Public, _____ County, Minnesota
My Commission Expires: _____

I, Nicholas Hillmer, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Nicholas Hillmer, Licensed Land Surveyor
Minnesota License No. 45774

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by Nicholas Hillmer.

Signature

Printed

Notary Public, _____ County, Minnesota
My Commission Expires: _____

CITY COUNCIL, CITY OF CHASKA, MINNESOTA
This plat of CITATION CREEK was approved and accepted by the City Council of the City of Chaska, Minnesota at a regular meeting thereof held this

_____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2. All monuments will be set as specified by the City Council as stated on this plat, according to Minnesota Statute 505.02, Subd. 1.

CITY COUNCIL, CITY OF CHASKA, MINNESOTA

by: _____, Mayor by: _____, Clerk

COUNTY SURVEYOR, Carver County, Minnesota
Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____.

Brian E. Praske, County Surveyor by: _____

COUNTY AUDITOR/TREASURER, Carver County, Minnesota
I hereby certify that taxes payable in _____ and prior years have been paid for land described on this plat. Dated this _____ day of _____, 20____.

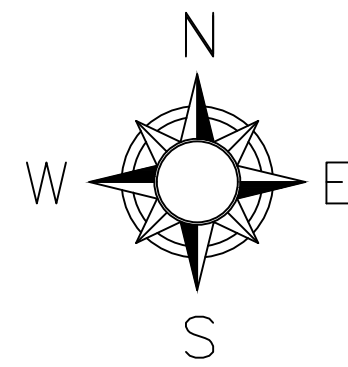
Laurie Davies, County Auditor/Treasurer by: _____, Deputy

COUNTY RECORDER, Carver County, Minnesota
I hereby certify that this plat of CITATION CREEK was filed this _____ day of _____, 20____ at ____ o'clock ____ M. as Document No. _____

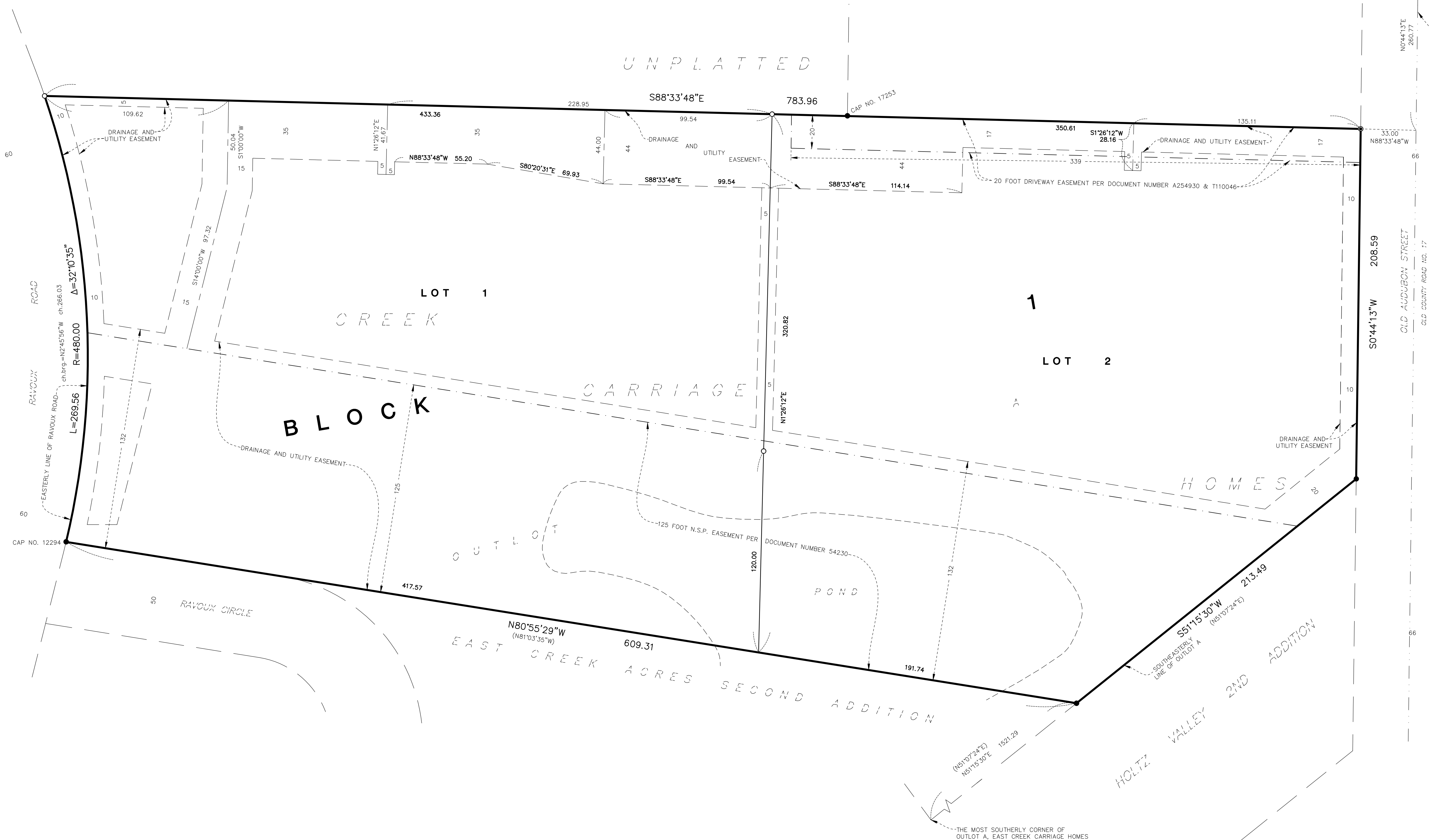
_____, County Recorder

By: _____

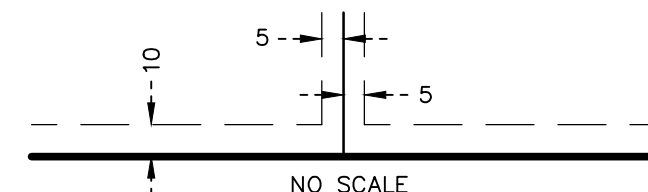
PLAT FILE NO.
C. R. DOC. NO.



NORTHEAST CORNER OF SECTION 4, TOWNSHIP
115 NORTH, RANGE 23 WEST. FOUND COUNTY
MONUMENT



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AND 5 FEET IN WIDTH AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

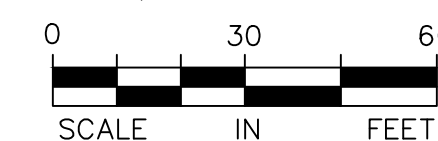
BEARING REFERENCE:
THE NORTH LINE OF OUTLOT A, EAST CREEK CARRIAGE HOMES IS ASSUMED
TO HAVE A BEARING OF SOUTH 88 DEGREE 33 MINUTES 48 SECONDS EAST

(N90°00'00"E) DENOTES BEARINGS PER LEGAL DESCRIPTION

O DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT
SET AND MARKED BY LICENSE NO. 45774

● DENOTES FOUND PK NAIL

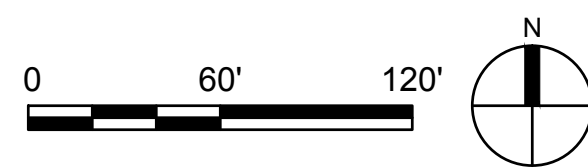
● DENOTES FOUND OPEN 1/2 INCH BY 14 INCH IRON PIPE MONUMENT
EXCEPT THOSE MARKED BY LICENSE NUMBERS SHOWN HEREON



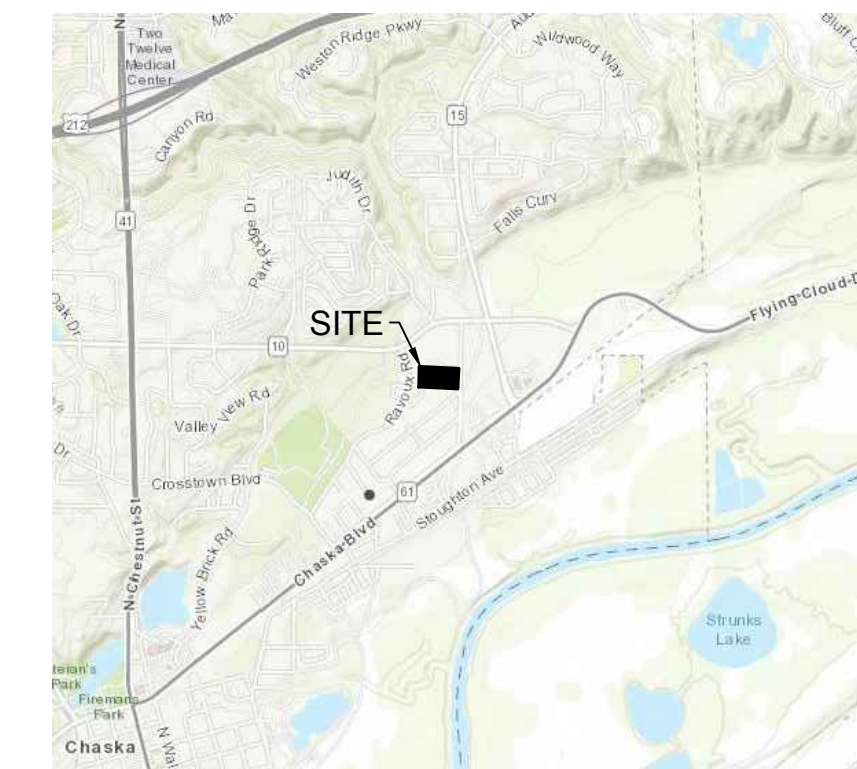
ANDERSON

ENGINEERING • ARCHITECTURE • LAND SURVEYING
ENVIRONMENTAL SERVICES • LANDSCAPE ARCHITECTURE

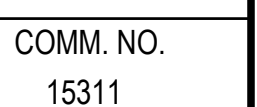
Jul 12, 2023 - 10:11am BField Y:\15300\15311 htg-structures inc-chaska mn\000 structures lot split 2022\07 civil\01 cod files\04 construction documents\01 sheets\15311_C_COVER.dwg
Xref Filename: \ 15311_c_base_A \ 15311_TITLEBLOCK_24X36 \ 15311_S_1\



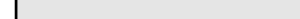
ANDERSON ENGINEERING OF MN, LLC
13605 1ST AVENUE NORTH, SUITE 100
PLYMOUTH, MN 55441
763-412-4000



<u>SHEET</u>	<u>DESCRIPTION</u>
C1	COVER SHEET
C2	SITE PLAN
C3	EXISTING CONDITIONS SURVEY
C4	DEMOLITION PLAN
C5	GRADING & DRAINAGE PLAN
C6	UTILITY PLAN
C7	EROSION & SEDIMENT CONTROL PLAN
C8	PHASE 1 CONSTRUCTION PLAN
C9	PHASE 2 CONSTRUCTION PLAN
C10	SWPPP - PG 1
C11	SWPPP - PG 2
C12	CIVIL SITE DETAILS 1
C13	CIVIL SITE DETAILS 2
C14	CIVIL SITE DETAILS 3
C15	EXISTING SANITARY & WATERMAIN PROFILES
C16	GRADING ENLARGEMENT DETAILS
L1	TREE PRESERVATION PLAN
L2	PLANTING PLAN
L3	PLANTING NOTES & DETAILS





- | LEGEND | | | |
|---|--|---|---|
|  | PROPERTY LIMITS |  | 6' HT. CHAIN-LINK SECURITY FENCE |
|  | BUILDING SETBACKS | | |
|  | PARKING SETBACKS |  | PROPOSED BITUMINOUS PAVEMENT 1/C13 |
|  | EXISTING DRAINAGE AND UTILITY EASEMENT |  | HEAVY DUTY BITUMINOUS 1/C13 |
|  | PROPOSED DRAINAGE AND UTILITY EASEMENT |  | PROPOSED CONCRETE APRON 2/C13 |
|  | 6' HT. CEDAR BOARD PRIVACY FENCE |  | RECYCLED CONCRETE PAVEMENT 1/C2 |



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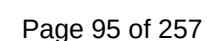
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SITE PLAN

C2

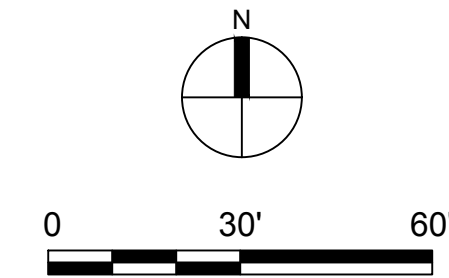
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- ① REMOVE EXISTING CONCRETE CURB & GUTTER
- ② SAWCUT 2' PARALLEL TO CONCRETE CURB & GUTTER. REMOVE EXISTING ASPHALT PAVEMENT AND REPLACE IN-KIND.
- ③ DRAINAGE AND UTILITY EASEMENT (TYP.)
- ④ CLEAR & GRUB ALL TREES STUMPS AND UNDERSTORY BRUSH WITHIN LIMITS OF WORK
- ⑤ EXISTING OVERHEAD ELECTRICAL TO BE RELOCATED INCLUDING POWER POLES. CONTRACTOR TO COORDINATE WITH CHASKA ELECTRICAL FOR REMOVAL/RELOCATION OF OVERHEAD ELECTRICAL.
- ⑥ RELOCATE EXISTING NATURAL GAS LINE.
- ⑦ RELOCATE EXISTING UNDERGROUND ELECTRICAL AS NECESSARY
- ⑧ SHARED ACCESS TO REMAIN IN USE FOR NEIGHBORING PROPERTY THROUGHOUT THE DURATION OF CONSTRUCTION.
- ⑨ INSTALL PERIMETER SILT FENCE PRIOR TO ANY DEMOLITION ACTIVITIES.
- ⑩ PROTECT EXISTING UTILITY LINE IN-PLACE.
- ⑪ RAISE EXISTING SANITARY RIM ELEVATION TO FINISHED GRADE. SEE SHEET C5 FOR MORE INFORMATION.
- ⑫ EXISTING HYDRANT TO REMAIN IN PLACE.
- ⑬ INSTALL TREE PROTECTION FENCING PER DETAIL 1/L3
- ⑭ REMOVE AND REPLACE IN-KIND EXISTING BITUMINOUS PAVEMENT. MATCH EXISTING OLD AUDUBON ROAD PAVEMENT SECTION

1. UTILITIES SHOWN ARE FOR INFORMATIONAL USE ONLY AND ARE NOT GUARANTEED IN ACCURACY. VERIFY ALL TOPOGRAPHIC INFORMATION PRIOR TO COMMENCING WORK. NOTIFY PROJECT MANAGER OF ANY/ALL DISCREPANCIES IMMEDIATELY.
2. CONTRACTOR SHALL HIRE PRIVATE UTILITY LOCATOR AS NECESSARY TO VERIFY UNDERGROUND UTILITIES. UTILITIES SHOWN ON PLANS MAY VARY FROM EXISTING CONDITIONS, AND CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO UTILITY LINES SHOWN, NOT SHOWN, OR SHOWN INCORRECTLY.
3. CONTRACTOR TO COORDINATE WITH SMALL UTILITY COMPANIES ON REMOVAL & RELOCATION OF THEIR RESPECTIVE UTILITIES.
4. UTILITIES MUST BE LOCATED PRIOR TO EXCAVATION OR GRADING ON ANY SITE. CALL GOPHER STATE ONE AT 1-800-252-1166 AS SOON AS POSSIBLE TO SCHEDULE UTILITY LOCATIONS.

	PROPERTY LIMITS
	EXISTING WATERMAIN
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING FENCE
	EXISTING GAS MAIN
	EXISTING OVERHEAD WIRES
	EXISTING TELEPHONE
	EXISTING UNDERGROUND ELECTRIC
	EXISTING HYDRANT AND GV
	EXISTING SANITARY MANHOLE
	EXISTING STORM SEWER INLET
	REMOVE EXISTING UTILITY LINE
	REMOVE EXISTING CONCRETE C&G
	REMOVE TREE
	BITUMINOUS PAVEMENT REMOVAL



CHASKA, MINNESOTA

STRUCTURES INC.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: Kevin J. Voth

DATE: 07/12/2023 LICENSE NO. 57224

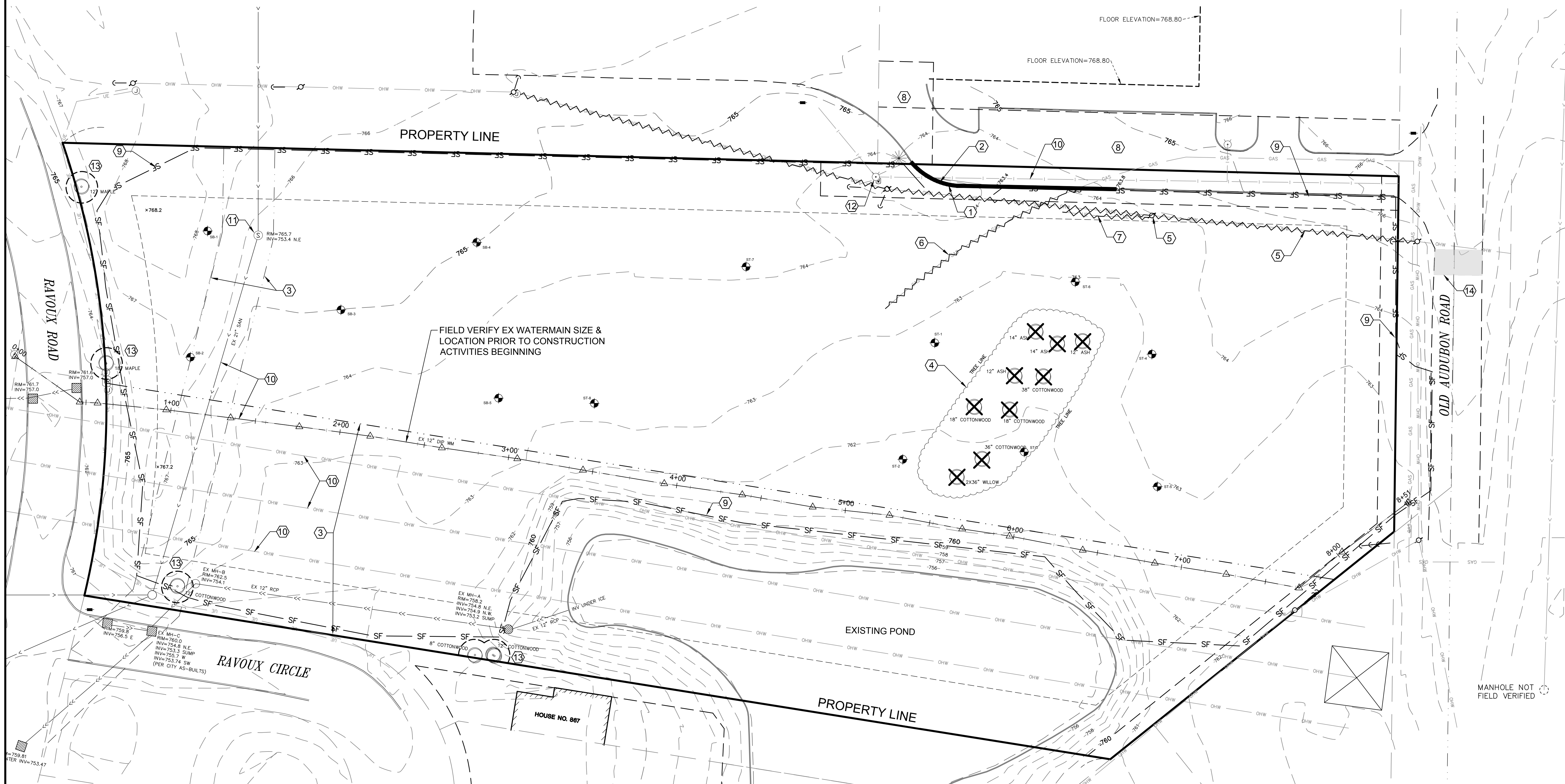
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DEMOLITION PLAN

C4

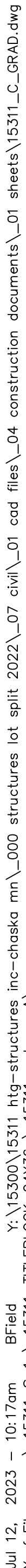
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Page 98 of 25

1. SEE SHEET C7 FOR EROSION & SEDIMENT CONTROL PLAN
2. SEE SHEETS C10 & C11 FOR PROJECT SWPPP

1. CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL APPLICABLE EROSION & SEDIMENT CONTROL ITEMS.
2. SPECIFIED EROSION/SEDIMENT CONTROL MEASURES ARE THE MINIMUM. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.
3. THE TOTAL DISTURBED AREA IS EQUAL TO 4.041 ACRES. AN MFCA PERMIT IS REQUIRED. PROVIDE DOCUMENTATION TO THE CITY PRIOR TO ANY GRADING WORK BEGINNING.
4. PROPOSED SPOT ELEVATIONS ARE TO TOP OF FINISHED SURFACE UNLESS OTHERWISE NOTED ON PLANS.
5. TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES. LOCATIONS OF UTILITIES SHOWN BASED ON SURVEY AND AS-BUILT INFORMATION AND MAY NOT REPRESENT ACTUAL CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR UTILIZING UTILITY LOCATES PRIOR TO STARTING ANY WORK.
6. TOTAL IMPERVIOUS COVERAGE POST CONSTRUCTION WILL BE 2.73 ACRES OR 2.73 AC/25 AC = 52%.
7. ALL CONSTRUCTION OF HANDICAP STALLS, ROUTES, & PEDESTRIAN RAMPS SHALL COMPLY WITH THE 2020 MN ACCESSIBILITY CODE.
8. TO ENSURE RAMPS & LANDINGS ARE PROPERTY CONSTRUCTED, LANDINGS MAY BE CAST SEPARATELY.
9. ALL SLOPES ARE ABSOLUTE, RATHER THAN RELATIVE TO SIDEWALK/ROADWAY GRADES.



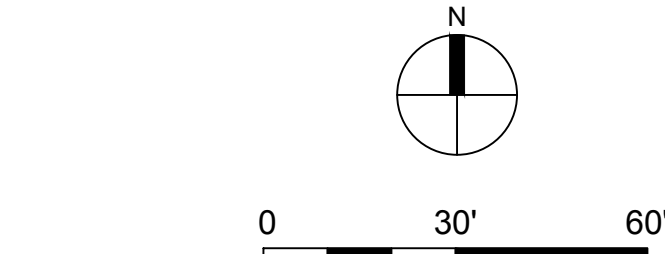
CONTRACTOR NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER AND PER THE GEOTECHNICAL REPORT UNLESS DIRECTED OTHERWISE.
2. ALL CONSTRUCTION SHALL COMPLY WITH THE MOST CURRENT CITY OF CHASKA CODE AND STANDARDS, AND THE 2018 EDITION OF MNDOT STANDARD CONSTRUCTION SPECIFICATIONS (INCLUDING SUPPLEMENTS) AND THE C.E.A.M. STANDARD SPECIFICATIONS-2013 EDITION UNLESS DIRECTED OTHERWISE.
3. ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE MUNICIPAL, WATERSHED DISTRICT, COUNTY, MPCA, DEPT. OF HEALTH, AND MNDOT PERMITS.
4. THE LOCATION AND TYPE OF EXISTING UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE INFORMATION IS NOT WARRANTED TO BE ACCURATE OR COMPLETE. THE CONTRACTOR, IN COOPERATION WITH THE APPROPRIATE UTILITY COMPANY OR MUNICIPALITY, IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.
5. LOCATE AND PROTECT EXISTING UTILITIES UNLESS OTHERWISE NOTED.
6. PROVIDE MINIMUM 10' HORIZONTAL & 18" VERTICAL SEPARATION OF ALL WATERMAIN CROSSINGS FROM STORM OR SANITARY SEWER.
7. ALL WATER SERVICE SHALL BE INSTALLED WITH 7.5 FEET MINIMUM COVER FROM FINISHED GRADE, MAX 10 FT. WATERMAIN TO BE INSTALLED PER C.E.A.M. SPECIFICATIONS, WHERE COVER DEPTHS CANNOT BE ACHIEVED, CONTRACTOR SHALL PROVIDE A MINIMUM 4 INCHES OF INSULATION OVER WATERMAIN AND CONTACT THE ENGINEER.
8. WATER SERVICE MATERIALS SHALL BE PVC C900. CONTRACTOR SHALL VERIFY EXISTING WATERMAIN SIZE AND MATERIAL PRIOR TO CONSTRUCTION. ALL INSTALLED PIPE WILL REQUIRE TESTING PER CITY AND STATE REQUIREMENTS. THIS WILL INCLUDE, AT A MINIMUM, CONDUCTIVITY AND PRESSURE TESTING, AS WELL AS TESTING FOR BACTERIA AND PROPER DISINFECTION. FOLLOW C.E.A.M STANDARD SPECIFICATION UNLESS NOTED OTHERWISE. INSTALL TRACER WIRE, JOINT RESTRAINTS AND THRUST BLOCKING ON ALL WATERMAIN PIPE AND FITTINGS, PER CITY OF CHASKA STANDARDS.
9. ALL COMPONENTS OF WATER SYSTEM, UP TO THE WATER METER OR FIRE SERVICE EQUIPMENT MUST UTILIZE PROTECTIVE INTERNAL COATINGS MEETING CURRENT ANSI/AWWA STANDARDS FOR CEMENT MORTAR LINING OR SPECIAL COATING.
10. SANITARY SEWER PIPE MATERIALS SHALL BE PVC SDR 26 OR DIP CL 52 AS NEEDED. PIPE SHALL BE INSULATED PER CITY AND C.E.A.M. STANDARDS WHERE 7.5 FOOT COVER DEPTHS ARE NOT ACHIEVED. ALL SANITARY SEWER PIPE WILL REQUIRE TESTING PER CITY AND C.E.A.M. STANDARDS. THIS WILL INCLUDE, AT A MINIMUM, LEAKAGE AND ALIGNMENT TESTING.
11. OVER EXCAVATE UNSUITABLE MATERIAL WITHIN PROPOSED SANITARY SEWER IN ACCORDANCE WITH GEOTECHNICAL REPORT(S).
12. PVC SANITARY SEWER MUST MEET ASTM STANDARDS LISTED IN MINNESOTA RULES, CHAPTER 4714, TABLE 701.1 AND INSTALLATION STANDARD 1. FITTING MUST COMPLY WITH ASTM D1866, D2665, OR F794 RESPECTIVELY. JOINTS MUST BE APPROVED MECHANICAL OR PUSH-ON UTILIZING ELASTOMERIC SEAL, OR SOLVENT WELDING USING ASTM F656 AND ASTM D2564. THE INSTALLATION MUST COMPLY WITH ASTM D2321.
13. ALL NEW NON METALLIC SANITARY AND WATER SERVICE PIPE SHALL HAVE TRACER WIRE, PER CITY SPECIFICATIONS.
14. HDPE PIPE CONNECTIONS INTO ALL CONCRETE STRUCTURES MUST BE MADE WITH WATER TIGHT MATERIALS UTILIZING AN A-LOK OR WATERSTOP GASKET OR BOOT, CAST-IN-PLACE RUBBER BOOT, OR APPROVED EQUAL. WHERE THE ALIGNMENT PRECLUDES THE USE OF THE ABOVE APPROVED WATERTIGHT METHODS, CONCEAL 231 WATERSTOP SEALANT, OR APPROVED EQUAL WILL ONLY BE ALLOWED AS APPROVED BY THE ENGINEER. STORM SEWERS MUST MEET ASTM F714 (SEE MINNESOTA RULES, CHAPTER 4714 SECTION 1102.4 AND INSTALLATION STANDARD 1).
15. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF A BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MINNESOTA RULES, CHAPTER 4714 , SECTION 1109.0. TESTING OF WATER AND SEWER SHALL COMPLY WITH 2013 CEAM REQUIREMENTS.
16. SUBSTITUTIONS FROM INFO. SHOWN HEREON SHALL BE REVIEWED AND APPROVED BY THE ENGINEER OF RECORD AND CITY ENGINEER.
17. UTILITY AND MECHANICAL CONTRACTORS MUST COORDINATE THE INSTALLATION OF ALL WATER AND SEWER SERVICE PIPES INTO THE BUILDING TO ACCOMMODATE CITY INSPECTION AND TESTING.
18. ALL CITY SANITARY SEWER MANHOLES ARE TO BE BITUMINOUS COATED PER DETAIL [SAN-1/C12]
19. SEE SHEET C8 FOR BIDDING INSTRUCTIONS.
20. DISTURBANCE TO OLD AUDUBON ROAD WILL REQUIRE A CITY RIGHT OF WAY PERMIT. CONTRACTOR TO DEVELOP AND SUBMIT TRAFFIC CONTROL PLAN TO CITY FOR APPROVAL PRIOR TO ANY WORK IN OLD AUDUBON.

KEY NOTES

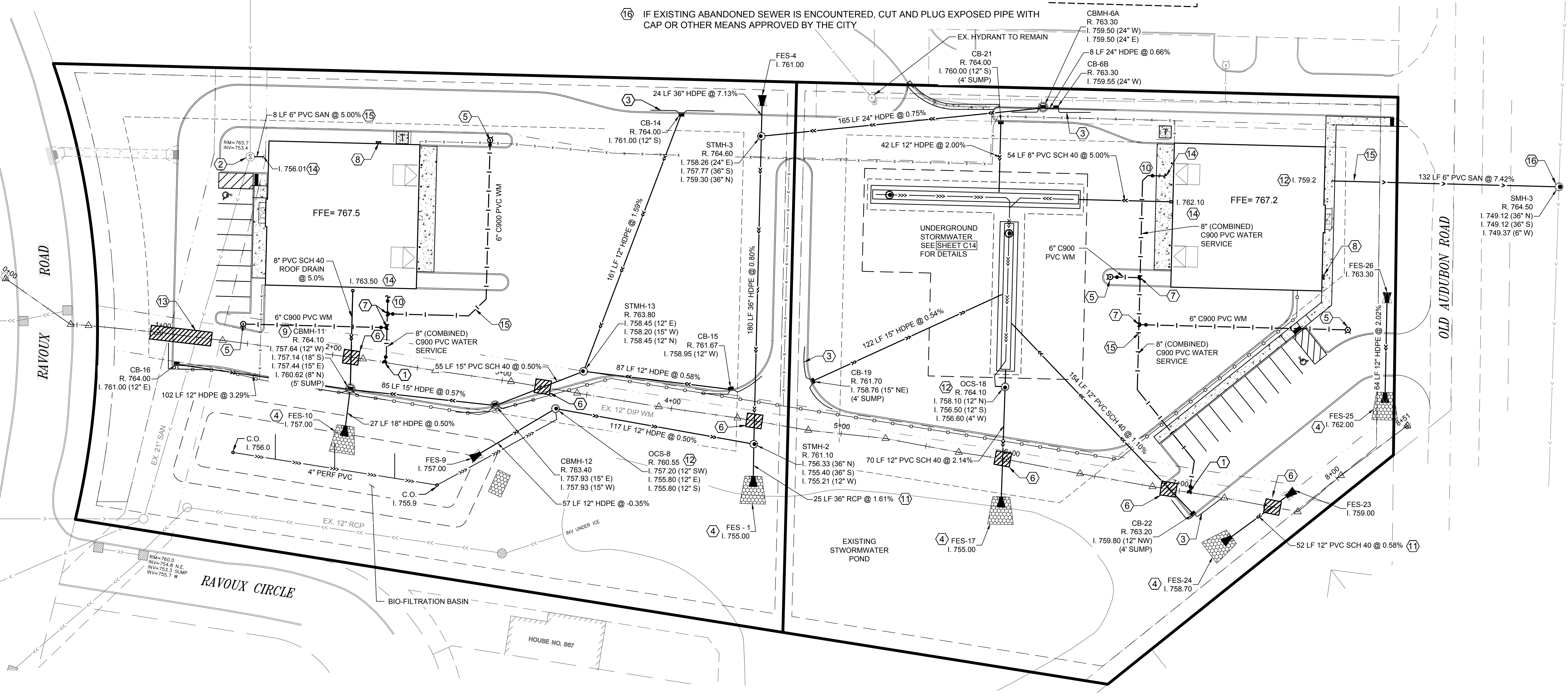
1. CONNECT TO EXISTING CITY WATERMAIN VIA CUT-IN TEE/FITTINGS. INSTALL 8X12 TEE WITH 8" GATE VALVE.
2. RAISE EXISTING SANITARY RIM ELEVATION TO FINISHED GRADE. RECONSTRUCT/REPLACE BARREL & CONE SECTIONS AS NEEDED. BUILDING SERVICE CONNECTION TO BE CORED INTO THIS EXISTING MANHOLE, CORE INTO TOP HALF OF EXISTING BENCH.
3. INSTALL 4" PERFORATED PVC 20 LF MIN. BEHIND BACK OF CURB AT ALL LOWPOINT. (TYP.) [STO-12/C12] [STO-14/C12]
4. INSTALL RIP-RAP @ OUTLET PER [STO-11/C12]
5. INSTALL HYDRANT WITH 6" GATE VALVE & LEAD. [WAT-2/C12]
6. FIELD VERIFY MIN. 18" VERTICAL SEPARATION AT UTILITY CROSSING PRIOR TO CONSTRUCTION. INSTALL RIGID POLYSTYRENE INSULATION. INSULATION TO BE 4" MINIMUM AND TO BE CENTERED ON PIPE EXTENDING 4' IN EACH DIRECTION. SEE DETAIL [GEN-8/C12] AND SHEET C6 FOR MORE DETAILS
7. INSTALL 8X6 TEE WITH 6" GATE VALVE.
8. FIRE DEPARTMENT CONNECTION LOCATION TO BE ON ADDRESS SIDE. COORDINATE LOCATION W/ ARCHITECT/MASTER PLUMBER.
9. INSTALL SAFL BAFFLE WITHIN MANHOLE. [9/C14]
10. INSTALL 8" GATE VALVE
11. LAST 3 JOINTS OF RCP TO BE TIED PER [STO-10/C12]
12. OUTLET CONTROL STRUCTURE W. CONCRETE WEIR. [8/C13]
13. EXISTING COVER REDUCED. EXCAVATE EXISTING WATERMAIN AND INSULATE WITH RIGID POLYSTYRENE INSULATION. INSULATION TO BE 4" MINIMUM AND TO BE CENTERED ON PIPE EXTENDED 4' IN EACH DIRECTION. SEE DETAIL [GEN-8/C12]
14. VERIFY ALL UTILITY CONNECTION POINTS TO BUILDING WITH MASTER PLUMBER AND ARCHITECTURAL DRAWINGS
15. SANITARY SEWER AND WATERMAIN UTILITY LINES ARE TO BE SUPPORTED ON RAMMED AGGREGATE GEOPIERS. SIZE, NUMBER, AND SPACING OF GEOPIERS ARE TO BE A DELEGATED DESIGN.
16. IF EXISTING ABANDONED SEWER IS ENCOUNTERED, CUT AND PLUG EXPOSED PIPE WITH CAP OR OTHER MEANS APPROVED BY THE CITY

STRUCTURE SCHEDULE		
STRUCTURE NO.	SIZE	CASTING / NOTES
FES-1	36" RCP	W/ RIP RAP
STMH-2	60" ROUND	R-1648-A - SOLID "STORM"
STMH-3	60" ROUND	R-1648-A - SOLID "STORM"
FES-4	36" MES	-
STMH-5	48" ROUND	R-1648-A - SOLID "STORM"
CBMH-6A	48" ROUND	R-3067-L
CB-6B	2'X3' BOX	R-3067L
OCS-8	48" ROUND	HAALA P548-585
FES-9	12" MES	-
FES-10	18" MES	W/ RIP RAP
CBMH-11	60" ROUND	R-3067-L (5' SUMP WITH SAFL BAFFLE)
CBMH-12	48" ROUND	R-3067-L
STMH-13	48" ROUND	R-1648-A-SOLID "STORM"
CB-14	2'X3' BOX	R-3067L
CB-15	2'X3' BOX	R-3067L
CB-16	2'X3' BOX	R-3067L
FES-17	12" MES	W/ RIP RAP
OCS-18	48" ROUND	R-1648-A - SOLID "STORM"
CB-19	2'X3' BOX	R-3067-L (2' SUMP)
CBMH-20	48" ROUND	R-3067-L
CB-21	2'X3' BOX	R-3067-L (2' SUMP)
CB-22	2'X3' BOX	R-3067-L (2' SUMP)
FES-23	12" MES	-
FES-24	12" MES	W/ RIPRAP
FES-25	12" MES	W/ RIPRAP
FES-26	12" MES	-
SMH-1	48" ROUND	R-1642-A
SMH-2	48" ROUND	R-1642-A
SMH-3	48" ROUND	R-1642-A
SMH-4	48" ROUND	R-1642-A



LEGEND

- PROPERTY LIMITS
- CONSTRUCTION LIMITS
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED DRAIN TILE
- PROPOSED WATERMAIN FITTING
- PROPOSED SANITARY MANHOLE AND CLEANOUT
- PROPOSED STORM STRUCTURE
- FLARED END SECTION W/ RIPRAP



ANDERSON

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Anderson Engineering of Minnesota, LLC

CITATION CREEK
DEVELOPMENT

CHASKA, MINNESOTA

STRUCTURES INC.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: *Brian J. Field*

DATE: 07/12/2023 LICENSE NO. 57224

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS
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CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED: BJF	DRAWN: JPR	CHECKED BY: BJF
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DRAWING TITLE

UTILITY PLAN

DRAWING NO.

C6

PLOTTED:
7/12/23

COMM. NO.
15311

KEY NOTES

13. DRAINAGE AND/OR DRAINING DISCHARGE SHALL BE DIRECTED TO SEDIMENTATION BASIN WHERE POSSIBLE. ALL DISCHARGE POINTS SHALL BE ADEQUATELY PROTECTED FROM EROSION & SCOUR THROUGH USE OF APPROVED EROSION DISSIPATION DEVICES.
14. ALL SOLID WASTE / CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH MPICA REQUIREMENTS. HAZARDOUS MATERIALS SHALL BE STORED / DISPOSED OF IN ACCORDANCE WITH MPICA REGULATIONS.
15. CONTRACTOR SHALL USE RAPID STABILIZATION METHODS PER NMDOT 255 AS NEEDED DURING THE COURSE OF THE WORK TO BE IN CONFORMANCE WITH THE CITY AND NPDES 1 PERMIT REQUIREMENTS. THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREA, TO PREVENT OFF SITE SEDIMENTATION AND TO BE IN ACCORDANCE WITH PERMIT REQUIREMENTS. THE WORK MAY BE PERFORMED AT ANY TIME DURING THE CONTRACT AND DURING NORMAL WORKING HOURS. THIS WORK WILL BE CONDUCTED ON SMALL AREAS THAT MAY OR MAY NOT BE ACCESSIBLE WITH NORMAL EQUIPMENT. THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE APPLICABLE STATE STANDARDS SPECIFICATIONS. THE DETAILS OF THE WORK IN THE PLANS, ARE THE FOLLOWING:
16. THERE ARE FIVE STABILIZATION METHODS APPROVED FOR THESE OPERATIONS. THESE METHODS MAY BE CONDUCTED INDEPENDENTLY OR IN COMBINATION.
- METHOD RAPID STABILIZATION**
- 1 TYPE 1 MULCH WITH DISC HANGING
- 2 TYPE 3 MULCH WITH TYPE 1 HYDRAULIC MULCH
- 3 TYPE 3 HYDRAULIC MULCH WITH SEED MIXTURE 22-11
- 4 CATEGORY 9 CONSTRUCTION BLANKET WITH SEED MIXTURE
- 5 RIPRAP CLASS II WITH GEOTEXTILE
17. THESE EFFORTS WILL BE INCIDENTAL TO THE EROSION CONTROL BID ITEM.
18. CHANGE OF COVERAGE, FOR STORM WATER DISCHARGES FROM CONSTRUCTION PROJECTS WHERE THE OWNER OR OPERATOR HAS, (E.G., AN ORIGINAL DEVELOPER SELLS PORTIONS OF THE PROPERTY TO VARIOUS BUILDERS) THE NEW OWNER OR OPERATOR MUST SUBMIT A SUBDIVISION REGISTRATION WITHIN 7 DAYS OF ASSUMING RESPONSIBILITY FOR CLOSING THE PROJECT.
19. INDIVIDUAL SITE BUILDERS SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL NECESSARY EROSION CONTROL MEASURES AS MAY BE REQUIRED. REQUIRED ECM'S SHALL CONSIST OF BUT NOT BE LIMITED TO THE FOLLOWING:
- A. SILT FENCE SURROUNDING CONSTRUCTION AREA. SILT FENCE SHALL HAVE THE BOTTOM DUG INTO SOIL FIRMLY. COMPACTED.
- B. CONSTRUCTION ENTRANCE HAVING 10' TO 2' CLEAR ROCK OVER GEOTEXTILE FABRIC.
- C. STREET CLEANING AS MAY BE REQUIRED SUGGESTING VEHICLE TRACKING OUTGO.
- INDIVIDUAL SITE BUILDERS ARE REQUIRED TO MAINTAIN ECM'S UNTIL SUCH TIME AS INDIVIDUAL VARIOUS/VEGETATION ARE ESTABLISHED.
20. CONTRACTOR SHALL PROVIDE A TEMPORARY SEDIMENTATION BASIN ON SITE FOR CONSTRUCTION WASH OUT USE. TEMPORARY BASIN SHALL BE LOCATED AS TO PROVIDE EASY ACCESS FOR CONSTRUCTION VEHICLES AND CONCRETE TRUCKS. RAINAGE.
21. INLET SEDIMENTATION BASIN IS TO BE PROVIDED TO ALL STORM SEWER CATCH BASIN THROUGHOUT CONSTRUCTION. MEASURES APPLIED SHALL COMPLY WITH BEST MANAGEMENT PRACTICES FOR MINNESOTA AND APPLICATION OF NPDES PHASE II AS APPROPRIATE FOR PHASE OF CONSTRUCTION.
22. CONTRACTOR SHALL PREVENT SOIL LOSS DURING CONSTRUCTION DUE TO WIND EROSION THROUGHOUT CONSTRUCTION. DUST SHALL BE PREVENTED THROUGH THE APPLICATIONS OF WATER, AS DEEMED NECESSARY BY THE CONTRACTOR, OR THROUGH EQUIVALENT BMP'S AS APPROVED BY THE ENGINEER.
23. IF LEED CERTIFICATION IS APPLICABLE, CONTRACTOR SHALL DOCUMENT THE IMPLEMENTATION OF THE EROSION AND SEDIMENTATION PLAN THROUGH DATE STAMPED PHOTOS AND INSPECTION LOGS / REPORTS. REPORTS SHOULD BE SUBMITTED TO MINNESOTA DEPARTMENT OF TRANSPORTATION (DOT) AND MPICA. MEASURES TO PREVENT SOIL LOSS DUE TO RUNOFF AND SOIL LOSS DUE TO WIND EROSION, BMP'S DEEMED NECESSARY DUE TO SITE SPECIFIC CONDITIONS, SHALL BE IDENTIFIED AND DOCUMENTED IN THE EROSION AND SEDIMENTATION PLAN. RELEVANT TO THE CONDITION OF THE EROSION AND SEDIMENTATION CONTROL PLAN AS IT WAS ESTABLISHED AT THE TIME OF CONSTRUCTION.

- ① INSTALL & MAINTAIN SILT FENCE PERIMETER SEDIMENT PROTECTION. ERO-1C / C13
- ② INSTALL AND MAINTAIN INLET SEDIMENT PROTECTION. (TYP.) ERO-4B / C13
- ③ INSTALL TEMP ROCK ENTRANCE ERO-4B / C13
- ④ INSTALL EROSION CONTROL BLANKET & SEED WITHIN SWALE(S) AND WITHIN AREAS WITH A SLOPE OF 4:1 OR STEEPER. BLANKET TO BE "NATURAL NET ONLY" CATEGORY 3N PER MNDOT SPEC 3885 ERO-2 / C13

5 PLACE RIPRAP AT EMERGENCY OVERFLOW. INSTALL TURF REINFORCEMENT MAT PER MNDOT SPEC. 2575 TO NWL OF EX. POND.

6 CONTRACTOR SHALL NOT USE ARBOR DRIVE FOR CONSTRUCTION ACCESS. ACCESS TO BE OF OLD AUDUBON DR. AS DEPICTED.

1. LOT 1 STAGING TO BE CONTAINED ON LOT 2. SEE SHEET C8 - PHASE 1 CONSTRUCTION PLAN.
2. LOT 2 STAGING TO BE CONTAINED ON LOT 2. SEE SHEET C9 - PHASE 2 CONSTRUCTION PLAN.



- ## PROPERTY LIMITS

CHASKA, MINNESOTA

STRUCTURES INC.

PRINT NAME: BRIAN J FIELD, PE

SIGNATURE

DATE: 07/12/2023 LICENSE NO. 57224

REVISION LOG

[illegible]

CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED: BJF	DRAWN: JPR	CHECKED BY: BJF
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DRAWING TITLE

EROSION & SEDIMENT CONTROL PLAN

DRAWING NO.

C7

PLOTTED: 7/12/23	COMM. NO. 15311
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CHASKA, MINNESOTA

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REVISION LOG

[illegible]

CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED:	DRAWN:	CHECKED BY:
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DRAWING TITLE

PHASE 1 CONSTRUCTION PLAN

DRAWING NO.

C8

PLOTTED: 7/12/23	COMM. NO. 15311
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BASE BID:
- CONSTRUCTION FOR PHASE 1 AS SHOWN ON SHEET C6 & C8.

BID ALTERNATE 1
- NOT USED

BID ALTERNATE 2
- CONSTRUCTION FOR PHASE 2 AS SHOWN ON SHEET C6 & C9.

BID ALTERNATE 3
- NOT USED

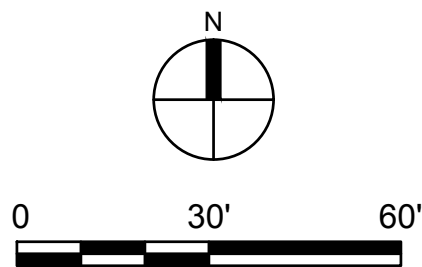
BID ALTERNATE 4
- NOT USED

BID ALTERNATE 5
- NOT USED

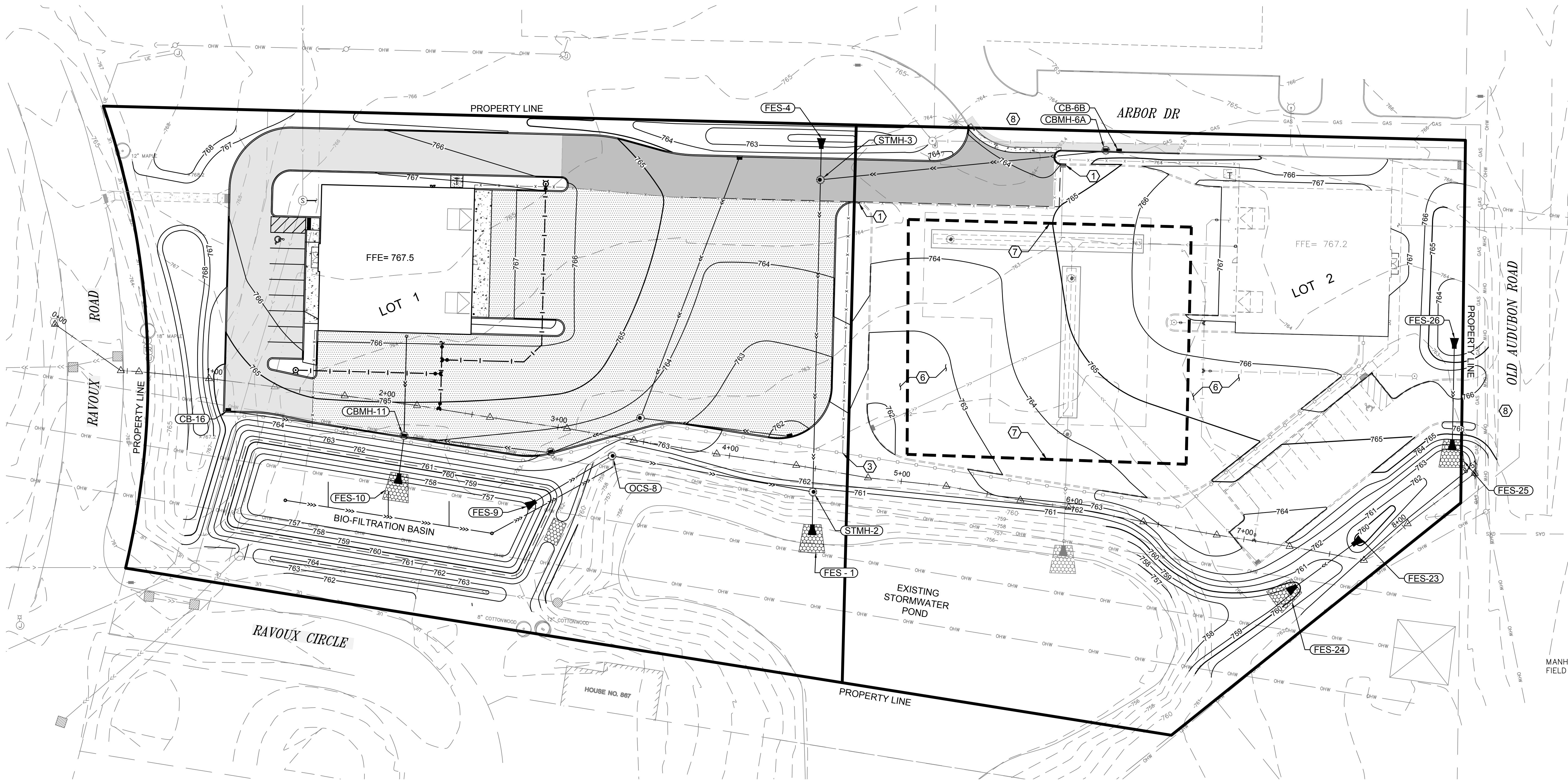
PHASE 1 TO INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING ITEMS:

1. DEMOLITION FOR LOTS 1 & 2 AS SEEN ON SHEET [C4]
2. MASS GRADE LOTS 1 & 2 (TO SUBGRADE HOLD DOWN ON LOT 2).
3. EROSION CONTROL MEASURE FOR LOTS 1 & 2 AS SEEN ON SHEETS [C7 AND C10-C11]
4. NORTH ACCESS ROAD ON LOT 2 SERVING LOT 1 INCLUDING CONNECTION TO ARBOR DRIVE.
5. PAD CORRECTIONS FOR LOTS 1 & 2 ARE TO BE GEOPIER SYSTEM (DELEGATED DESIGN).
6. UTILITY INSTALL (SANITARY SEWER, WATER SERVICE, STORM SEWER, BIOFILTRATION BASIN) AS SHOWN ON PHASE 1 CONSTRUCTION PLAN. SUPPORT OF WATERMAIN AND SANITARY SEWER TO BE GEOPIER SYSTEM (DELEGATED DESIGN).
7. TOPSOIL/SEED/MULCH AND TURF ESTABLISHMENT FOR LOT 2.
8. LOT 1 FULL CONSTRUCTION PACKAGE TO INCLUDE UTILITY STRUCTURES, CONCRETE CURB & GUTTER, SIDEWALK, PEDESTRIAN RAMPS, PAVING, LANDSCAPE, ETC.

- ① 3' MIN. CONCRETE CURB & GUTTER TAPER TO FLUSH.
- ② NOT USED
- ③ TERMINATE PRIVACY FENCING @ PROPERTY LINE.
- ④ NOT USED.
- ⑤ NOT USED.
- ⑥ FUTURE DEVELOPMENT AREAS (LOT 2), TO BE RESTORED WITH 6" TOPSOIL, FERTILIZE SEED, & DISK ANCHORED STRAW MULCH PER MNDOT 3876, MNDOT 3881, AND MNDOT 3882. SEED WITH MNDOT MIX 22-112 @ 40 LB/AC. SEEDING TO BE IN ACCORDANCE WITH THE 2014 EDITION OF THE MNDOT SEEDING MANUAL.
- ⑦ STAGE STORAGE AREA FOR LOT 1 CONSTRUCTION
- ⑧ CONSTRUCTION ACCESS TO BE LIMITED TO OLD AUDUBON RD. CONTRACTOR RESTRICT ACCESS FROM ARBOR DR TO NON-CONSTRUCTION EQUIPMENT.



	PROPERTY LIMITS
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED CONCRETE C&G
	PRIVACY FENCE
	SECURITY FENCE
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED WATERMAIN



PHASE 2 TO INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING ITEMS:

- ## KEY NOTES

- PHASE 3 TO INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING ITEMS:

- ### LEGEND



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 Anderson Engineering of Minnesota, LLC

STRUCTURES INC.

PRINT NAME: BRIAN J. FIELD, PE

DATE: 07/12/2023 LICENSE NO. 57224

REVISION LOG

[illegible]

CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED:	DRAWN:	CHECKED BY:
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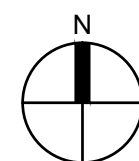
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PHASE 2 CONSTRUCTION PLAN

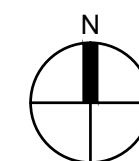
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PLOTTED: 7/12/23	COMM. NO. 15311
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2 PHASE 3 - CONSTRUCTION

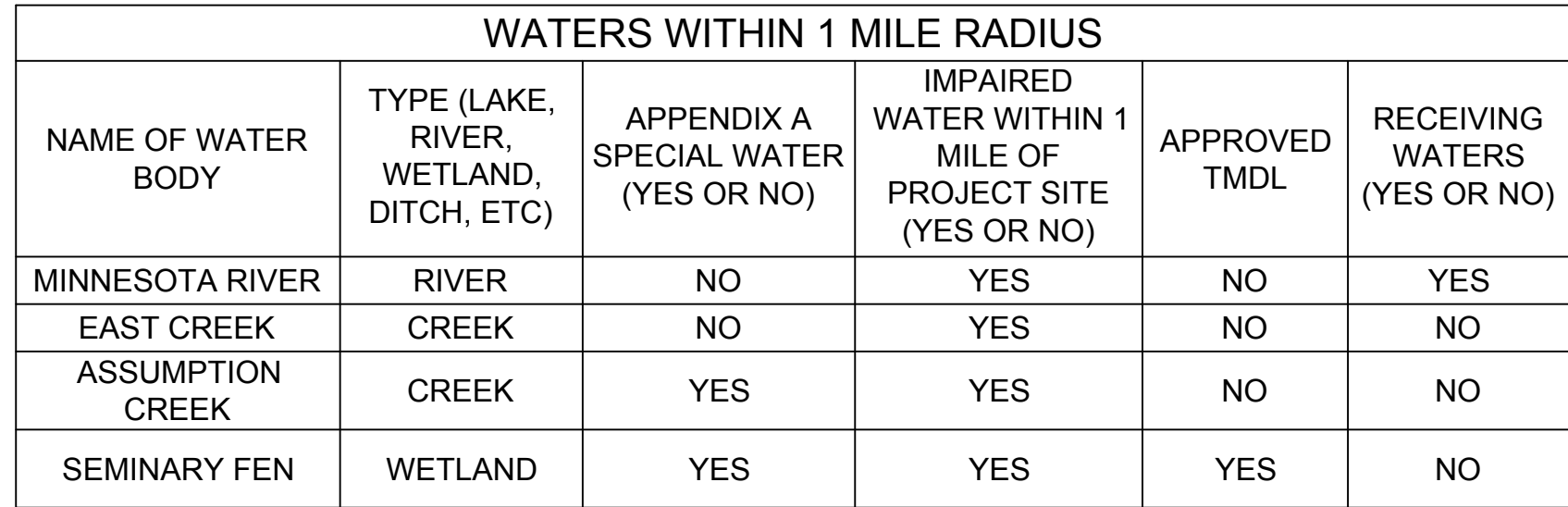


Jul 12, 2023 - 10:38am BField Y:\15300\15311 htg-structures inc-chaska mn\000 structures lot split 2022\07 civil\01 cod files\04 construction documents\01 sheets\15311_C_SWPPP.dwg
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STRUCTURES INC. IS LOCATED IN THE CITY OF CHASKA, MN IN CARVER COUNTY BOUNDED ON ARBOR DRIVE TO THE NORTH, OLD AUDUBON STREET TO THE EAST, RAVOUX CIRCLE AND RESIDENTIAL DEVELOPMENT TO THE SOUTH, AND RAVOUX ROAD THE TO THE WEST. THE PROPERTY IS LOCATED IN THE LOWER MINNESOTA RIVER WATERSHED, AND THE SITE ENCOMPASSES 5.25 ACRES.

- CONSTRUCTION OF 2 NEW WAREHOUSE BUILDINGS.
- THE INSTALLATION OF EROSION CONTROL MEASURES AS REQUIRED FOR THE MASS GRADING OF THE SITE FOR THE CONSTRUCTION OF THE NEW WAREHOUSE BUILDINGS AND ACCOMPANYING PARKING LOTS AND LOADING DOCKS.
- INSTALLATION OF SANITARY SEWER, WATERMAIN, AND STORM SEWER.
- PLACEMENT ON CONCRETE AS REQUIRED TO ESTABLISH CURB, GUTTER, AND SIDEWALKS THROUGHOUT THE SITE.

THESE WATERS ARE LOCATED WITHIN ONE MILE (AERIAL RADIUS) OF THE PROJECT LIMITS AND RECEIVE RUNOFF FROM THE PROJECT SITE. DUE TO THE PROXIMITY OF THE RECEIVING WATERS, THE BMPs DESCRIBED IN APPENDIX A OF THE NPDES PERMIT MAY APPLY TO ALL AREAS OF THE SITE.



1. PERMITTEES MUST IMMEDIATELY INITIATE STABILIZATION OF EXPOSED SOIL AREAS, AS DESCRIBED IN ITEM 8.4 OF THE NPDES CONSTRUCTION GENERAL PERMIT, AND COMPLETE THE STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES.
2. PERMITTEES MUST PROVIDE A TEMPORARY SEDIMENT BASIN AS DESCRIBED IN SECTION 14 FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH FIVE (5) OR MORE ACRES DISTURBED AT ONE TIME.
3. PERMITTEES MUST INCLUDE AN UNDISTURBED BUFFER ZONE OF NOT LESS THAN 100 LINEAR FEET FROM A SPECIAL WATER (NOT INCLUDING TRIBUTARIES) AND MUST MAINTAIN THIS BUFFER ZONE AT ALL TIMES, BOTH DURING CONSTRUCTION AND AS A PERMANENT FEATURE POST CONSTRUCTION, EXCEPT WHERE A WATER CROSSING OR OTHER ENCROACHMENT IS NECESSARY TO COMPLETE THE PROJECT. PERMITTEES MUST FULLY DOCUMENT THE CIRCUMSTANCE AND REASONS THE BUFFER ENCROACHMENT IS NECESSARY IN THE SWPPP AND INCLUDE RESTORATION ACTIVITIES. THIS PERMIT ALLOWS REPLACEMENT OF EXISTING IMPERVIOUS SURFACE WITHIN THE BUFFER. PERMITTEES MUST MINIMIZE ALL POTENTIAL WATER QUALITY, SCENIC AND OTHER ENVIRONMENTAL IMPACTS OF THESE EXCEPTIONS BY THE USE OF ADDITIONAL OR REDUNDANT BMP'S AND MUST DOCUMENT THIS IN THE SWPPP FOR THE PROJECT.

SOIL TYPES TYPICALLY FOUND ON THIS PROJECT RANGE FROM PEAT TO POORLY GRADED SAND. PER SOIL BORINGS TAKEN BY BRAUN INTERTEC DATED MAY 3RD, 2019. BRAUN INTERTEC REPORT IS TO BE KEPT ON SITE AS PART OF THE SWPPP AND IS TO BE MADE AVAILABLE UPON REQUEST.

STRUCTURES INC. HAS ENTERED INTO A MAINTENANCE AGREEMENT WITH THE CITY OF CHASKA THAT IDENTIFIES THE AGENCY THAT IS RESPONSIBLE FOR ONGOING MAINTENANCE, AND HOW RESPONSIBILITY WILL BE TRANSFERRED TO OTHER AGENTS.

PROVIDE A CERTIFIED EROSION CONTROL SUPERVISOR IN GOOD STANDING WHO IS KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES. THE EROSION CONTROL SUPERVISOR WILL WORK WITH THE PROJECT ENGINEER / SWPPP DESIGNER TO OVERSEE THE IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMPs BEFORE, DURING, AND AFTER CONSTRUCTION UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA. PROVIDE PROOF OF CERTIFICATION AT THE RECONSTRUCTION MEETING. WORK WILL NOT BE ALLOWED TO COMMENCE UNTIL PROOF OF CERTIFICATION HAS BEEN PROVIDED TO THE PROJECT ENGINEER.

THE OWNER AND CONTRACTOR ARE CO-PERMITTEES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION PERMIT. THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION PERMIT AT ALL TIMES UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA. THE CONTRACTOR WILL DEVELOP A CHAIN OF COMMAND WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE CONSTRUCTION PROJECT IS COMPLETE. THE ENTIRE SITE HAS UNDERGONE FINAL STABILIZATION, AND A NOTICE OF TERMINATION (NOT) HAS BEEN SUBMITTED TO THE MPCA.

CONTACT INFORMATION		
ORGANIZATION	CONTACT NAME	PHONE
STRUCTURES INC.	JEREMY BANKEN	952-300-9451
ANDERSON ENGINEERING (SWPPP DESIGN)	JACOB DOBIAS*	763-412-4000
(CONTRACTOR)		

CONTRACTOR SHALL PROVIDE NAME, CONTACT INFO, AND TRAINING DOCUMENTATION FOR THE PERSON RESPONSIBLE FOR SWPPP IMPLEMENTATION AND INSPECTION/MAINTENANCE OF BMPS.

RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES IN WRITING WITHIN 24 HOURS. SUBMIT INSPECTION REPORTS IN A FORMAT THAT IS ACCEPTABLE TO THE PROJECT ENGINEER.

- A. DATE AND TIME OF INSPECTIONS
- B. NAME OF PERSONS CONDUCTING INSPECTIONS
- C. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS
- D. CORRECTIVE ACTION TAKEN, INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES
- E. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCH IN 24 HOURS
- F. DOCUMENTS AND CHANGES MADE TO THE SWPPP

- A. REPAIR, REPLACE, OR SUPPLEMENT PERIMETER CONTROL DEVICES WHEN IT BECOMES NONFUNCTIONAL OR SEDIMENT REACHES $\frac{1}{2}$ THE HEIGHT OF THE DEVICE. COMPLETE REPAIRS BY
- B. THE END OF THE NEXT BUSINESS DAY FOLLOWING DISCOVERY.
- C. REPAIR OR REPLACE INLET PROTECTION DEVICES WHEN THEY BECOME NONFUNCTIONAL OR SEDIMENT REACHES $\frac{1}{2}$ THE HEIGHT AND/OR DEPTH OF THE DEVICE. COMPLETE REPAIRS BY THE END OF THE NEXT BUSINESS DAY FOLLOWING DISCOVERY.
- D. DRAIN AND REMOVE SEDIMENT FROM TEMPORARY AND PERMANENT SEDIMENT BASINS ONCE THE SEDIMENT HAS REACHED $\frac{1}{2}$ THE STORAGE VOLUME. COMPLETE WORK WITHIN 72 HOURS OF DISCOVERY.
- E. REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATER INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS. RESTABILIZED ANY AREAS THAT ARE DISTURBED BY SEDIMENT REMOVAL OPERATION. SEDIMENT REMOVAL

PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMPs AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCE OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.



July 12, 2023 - 10:38am BField
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ALL AREAS DISTURBED BY CONSTRUCTION WILL RECEIVE SEED OR SOD ACCORDING TO THE PLANS AND SPECIFICATIONS AND WITHIN THE SPECIFIED VEGETATIVE TIME SCHEDULE. FINAL STABILIZATION WILL OCCUR WHEN THE SITE HAS A UNIFORM VEGETATIVE COVER WITH A DENSITY OF 70% OVER THE ENTIRE DISTURBED AREA COMPARED TO EXISTING CONDITIONS. ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMPs MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION. ALL SEDIMENT MUST BE CLEANED OUT OF CONVEYANCES AND TEMPORARY SEDIMENTATION BASINS IF APPLICABLE.

1. INITIATE INLET STABILIZATION IMMEDIATELY WHEN CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED ON ANY PORTION OF THE SITE. COMPLETE STABILIZATION WITHIN THE TIME FRAME LISTED. IN MANY INSTANCES THIS WILL REQUIRE STABILIZATION TO OCCUR MORE THAN ONCE DURING THE COURSE OF THE PROJECT. TEMPORARY SOIL STOCKPILES WITHOUT SIGNIFICANT CLAY OR SILT AND STOCKPILED AND CONSTRUCTED ROAD BASE ARE NOT APPROPRIATE AND THEREFORE EXEMPT FROM THE STABILIZATION REQUIREMENT.
2. APPLICATION OF MULCH, HYDROMULCH, TACKIFIER AND POLYACRYLAMIDE ARE NOT ACCEPTABLE STABILIZATION METHODS IN THESE AREAS.
3. STABILIZE ALL AREAS OF THE SITE PRIOR TO THE ONSET OF WINTER, ANY WORK STILL BEING PERFORMED WILL BE SNOW MULCHED, SEEDED, AND BLANKETED WITHIN THE TIME FRAMES IN THE NPDES PERMIT.
4. TOPSOIL BERMS MUST BE STABILIZED IN ORDER TO BE CONSIDERED PERIMETER CONTROL BMPs. USE RAPID STABILIZATION METHOD 2, 3, OR 4 AS DIRECTED BY THE ENGINEER. THE SEED MIX USED IN THE RAPID STABILIZATION MAY BE SUBSTITUTED AS FOLLOWS:
 - A. SINGLE YEAR CONSTRUCTION BETWEEN MAY 1 - AUGUST 1, SEED WITH SEED MIXTURE 21-111
 - B. SINGLE YEAR CONSTRUCTION BETWEEN AUGUST 1 AND OCTOBER 31, SEED WITH SEED MIXTURE 21-112
 - C. MULTI YEAR CONSTRUCTION 22-111
5. KEEP DITCHES AND EXPOSED SOILS IN AN EVEN ROUGH GRADED CONDITION IN ORDER TO BE ABLE TO APPLY EROSION CONTROL MULCHES, HYDROMULCHES AND BLANKETS.

- CONTRACTOR SHALL AMEND THE SWPPP AND DOCUMENT ANY AND ALL CHANGES TO THE SWPPP AND ASSOCIATED PLAN SHEETS WITHIN 7 DAYS UPON IMPLEMENTATION. STORE THE SWPPP AND ALL AMENDMENTS ON SITE AT ALL TIMES.
2. PREPARE AND SUBMIT A SITE MANAGEMENT PLAN FOR THE ENGINEER'S ACCEPTANCE FOR CONCRETE MANAGEMENT, CONCRETE SLURRY APPLICATION AREAS, WORK IN AND NEAR AREAS OF ENVIRONMENTAL SENSITIVITY, AREAS IDENTIFIED IN THE PLANS AS "SITE MANAGEMENT PLAN AREA", ANY WORK THAT WILL REQUIRE DEWATERING, AND AS REQUESTED BY THE ENGINEER. SUBMIT ALL SITE MANAGEMENT PLANS TO THE ENGINEER IN WRITING. ALLOW ALL MINIMUM OF 7 DAYS FOR THE ENGINEER TO REVIEW AND ACCEPT SITE MANAGEMENT PLAN SUBMITTALS. WORK WILL NOT BE ALLOWED TO COMMENCE IF A SITE MANAGEMENT PLAN IS REQUIRED UNTIL ACCEPTANCE HAS BEEN GRANTED BY THE ENGINEER. THERE WILL BE NO EXTRA TIME ADDED TO THE CONTRACT DUE TO THE UNTIMELY SUBMITTAL.
3. IT IS THE DESIGNER'S INTENT THAT THE CONTRACTOR BUILD PONDS AND INSTALL EROSION CONTROL BMPs BEFORE PUTTING THEM INTO ACTIVE SERVICE TO THE MAXIMUM EXTENT PRACTICABLE.
4. BURNING OF ANY MATERIAL IS NOT ALLOWED WITHIN PROJECT BOUNDARY.
5. DO NOT DISTURB AREAS OUTSIDE OF THE CONSTRUCTION LIMITS. DELINEATE AREAS NOT TO BE DISTURBED PRIOR TO STARTING GROUND DISTURBING ACTIVITIES. IF IT BECOMES NECESSARY TO DISTURB AREAS OUTSIDE OF THE CONSTRUCTION LIMITS OBTAIN WRITTEN PERMISSION FROM THE PROJECT ENGINEER PRIOR TO PROCEEDING. PRESERVE ALL NATURAL BUFFERS SHOWN ON THE PLANS.
6. ROUT STORMWATER AROUND UNSTABILIZED AREAS OF THE SITE WHENEVER FEASIBLE. PROVIDE EROSION CONTROL AND VELOCITY DISSIPATION DEVICES AS NEEDED TO KEEP CHANNELS FROM ERODING AND TO PREVENT NUISANCE CONDITIONS AT THE OUTLET.
7. DIRECT DISCHARGES FROM BMPs TO VEGETATED AREA WHENEVER FEASIBLE. PROVIDE VELOCITY DISSIPATION DEVICES AS NEEDED TO PREVENT EROSION.
8. THE EROSION PREVENTION AND SEDIMENT CONTROL BMPs SHALL BE PLACED AS NECESSARY TO MINIMIZE EROSION FROM DISTURBED SURFACES AND TO CAPTURE SEDIMENT ON SITE. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY REMOVAL WORK AND/OR GROUND DISTURBING ACTIVITIES COMMENCE.
9. ESTABLISH SEDIMENT CONTROL DEVICES ON ALL DOWN GRADIENT PERIMETERS AND UP GRADIENT OF ANY BUFFER ZONES BEFORE AND UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN. MAINTAIN SEDIMENT CONTROL DEVICES UNTIL CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
10. LOCATE PERIMETER CONTROL ON THE CONTOUR TO CAPTURE OVERLAND, LOW-VELOCITY SHEET FLOWS DOWN GRADIENT OF ALL EXPOSED SOILS AND PRIOR TO DISCHARGING TO SURFACE WATERS. PLACE J-HOOKS AT A MAXIMUM OF 100 FOOT INTERVALS.
11. PROVIDE PERIMETER CONTROL AROUND ALL STOCKPILES. PLACE BMP A MINIMUM 5 FEET FROM THE TOE OF SLOPE WHERE FEASIBLE. DO NOT PLACE STOCKPILES IN NATURAL BUFFER AREAS, SURFACE WATERS OR STORMWATER CONVEYANCES.
12. FLOATING SILT CURTAIN IS ALLOWED AS PERIMETER CONTROL FOR IN WATER WORK ONLY. INSTALL THE FLOATING SILT CURTAIN AS CLOSE TO SHORE AS POSSIBLE. PLACE PERIMETER CONTROL BMP ON LAND IMMEDIATELY AFTER THE IN WATER WORK IS COMPLETED.
13. DITCH CHECKS WILL BE PLACED AS INDICATED ON THE PLANS DURING ALL PHASES OF CONSTRUCTION.
14. PLACE CONSTRUCTION EXITS, AS NECESSARY, TO PREVENT TRACKING OF SEDIMENT ONTO PAVED SURFACES BOTH ON AND OFF THE PROJECT SITE. PROVIDE CONSTRUCTION EXITS OF SUFFICIENT SIZE TO PREVENT TRACK OUT. MAINTAIN CONSTRUCTION EXITS WHEN EVIDENCE OF TRACKING IS DISCOVERED. REGULAR STREET SWEEPING IS NOT AN

POLLUTION PREVENTION

- ## RECORD RETENTION

THE SWPPP, ALL CHANGES TO IT AND INSPECTION AND MAINTENANCE RECORDS MUST BE KEPT ON-SITE DURING CONSTRUCTION. THE OWNER MUST RETAIN A COPY OF THE SWPPP ALONG WITH THE FOLLOWING RECORDS FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION (NOT).

1. ANY OTHER PERMITS REQUIRED FOR THE PROJECT.
2. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION
3. ALL PERMANENT OPERATIONS AND MAINTENANCE AGREEMENT THAT HAVE BEEN IMPLEMENTED INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
4. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

ITEM	INSTALLATION	INSPECTION & MAINTENANCE	REMOVAL
SILT FENCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT & MAINT. AFTER EACH RUN-OFF EVENT. REMOVE SEDIMENTS AS REQUIRED.	AFTER TRIBUTARY DRAINAGE AREA IS RESTORED.
ROCK CONST. ENTRANCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PRIOR TO PAVING.
OUTLET SKIMMER STRUCTURE	AFTER POND GRADING IS COMPLETED.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PERMANENT.
RIP-RAP & FILTER	UPON COMPLETION OF POND GRADING, CONC. SWALE CONST. AND OUTLET INSTALLATION.	INSPECT & MAINTAIN AT LEAST ANNUALLY AND AFTER HEAVY RAINFALL EVENT.	PERMANENT.
DETENTION POND	DURING EARTHWORK OPERATIONS.	AFTER HEAVY RAINFALL EVENTS. REMOVE SEDIMENTS AS NEEDED.	PERMANENT.
SEED & MULCH	AFTER POND GRADING IS COMPLETED.	INSPECT & MAINTAIN AFTER HEAVY RAINS. REPLACE WASH-OUT AREAS IMMEDIATELY	NO REMOVAL NECESSARY.
INLET PROTECTION	UPON INLET CONSTRUCTING	WHEN 1/3 CAPACITY OF BMP IS REACHED	AFTER TRIBUTARY AREAS ARE FULLY RESTORED

A BIO-FILTRATION BASIN AND UNDERGROUND GEOSTORAGE CHAMBERS WILL BE USED TO MEET STORMWATER RATE, VOLUME, AND QUALITY REQUIREMENTS. SEE STORMWATER MANAGEMENT PLAN REPORT FOR DETAILS.

SEE STORMWATER MANAGEMENT PLAN REPORT FOR DETAILS.

LAND HAS NOT BEEN DEVELOPED. THEREFORE, THERE IS NOT PROBABLE CAUSE OF SOIL CONTAMINATION ON SITE.

THE ORGANIC SOILS ON SITE ARE VERY LOOSE SOILS AND ARE CONSIDERED UNSUITABLE FOR INFILTRATION PRACTICES. THE AREAS ON SITE WITH EXISTING SILTY AND CLAYEY SOILS MAY COLLECT WATER DURING TIMES OF INCLEMENT WEATHER OR SNOW MELT. WATER SHOULD BE REMOVED FROM WITHIN EXCAVATION DURING CONSTRUCTION. THE ON-SITE CLAYEY SAND SOILS ARE CONSIDERED POTENTIALLY CORROSIVE. BURIED METALLIC UTILITIES SHOULD BE COATED OR PROTECTED.

THE FOLLOWING ACTIONS CAN BE MADE TO MINIMIZE / PREVENT SOIL COMPACTION DURING CONSTRUCTION ACTIVITIES:

- ## ENVIRONMENTAL IMPACTS

ENDANGERED SPECIES: ENDANGERED SPECIES WILL NOT BE IMPACTED WITH THIS PROJECT.

ARCHAEOLOGICAL REVIEW: THE SITE IS NOT ANTICIPATED TO BE AN ARCHAEOLOGICAL SITE.

1. PRIOR TO SUBMITTING NOTICE OF TERMINATION TO THE MPSCS, THE PERMANENT STORMWATER TREATMENT SYSTEM HAS BEEN CONSTRUCTED, INSPECTED, AND IS OPERATING AS DESIGNED.
2. SUBMIT NOTICE OF TERMINATION TO THE MPCA ONCE PERMIT TERMINATION CONDITIONS ARE MET.

BMP	ORIGINAL ESTIMATE	MODIFICATION	DATE
ENERGY DISSIPATER			
TEMP. DIVERSION DIKES			
CHECK DAMS			
TEMP SEEDING			
PERMANENT SEEDING			
PERMANENT SODDING			
MULCHES (SPECIFY TYPES)			
CAT 3 EROSION CONTROL BLANKET	37,000 SF		
SOIL TACKIFIERS			
SILT FENCING	1,700 LF		
EROSION CONTROL MATS			
STORM DRAIN INLET PROTECTION	13 EA		
TEMPORARY OR PERMANENT SEDIMENTATION BASINS	1 EA		
CONSTRUCTION ENTRANCE	1 EA		
DEWATERING (TREATMENT LOCATION, SCHEMATIC, & SAMPLING PLAN REQUIRED)			
CONCRETE TRUCK WASHOUT			

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: Ben J. Trill

DATE: 07/12/2023 LICENSE NO. 57224

REVISION LOG

[illegible]

CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED: BJF	DRAWN: JPR	CHECKED BY BJF
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DRAWING TITLE

SWPPP 2

DRAWING NO.

C11

PLOTTED: 7/12/23	COMM. NO. 15311
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ANDERSON

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Anderson Engineering of Minnesota, LLC

CITATION CREEK DEVELOPMENT

CHASKA, MINNESOTA

STRUCTURES INC.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE:

DATE: 07/12/2023 LICENSE NO. 57224

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS
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PIPE SIZE	TRASH GRAB SIZING	BARS	"H"	BOLTS
12"	3/4"Ø	2 1/2"	5/8"	
15"	3/4"Ø	3"	5/8"	
18"	3/4"Ø	4"	5/8"	
21"-24"	1"Ø	4"	3/4"	
27"-36"	1"Ø	5"	3/4"	
42"	1"Ø	6"	3/4"	
48"-54"	1 1/4"Ø	6"	1"	
60"-72"	1 1/4"Ø	7"	1"	
78"-90"	1 1/4"Ø	8"	1"	

CONSTRUCTION DOCUMENTS JULY 12, 2023

DESIGNED:	DRAWN:	CHECKED BY:
BJF	JPR	BJF

DRAWING TITLE

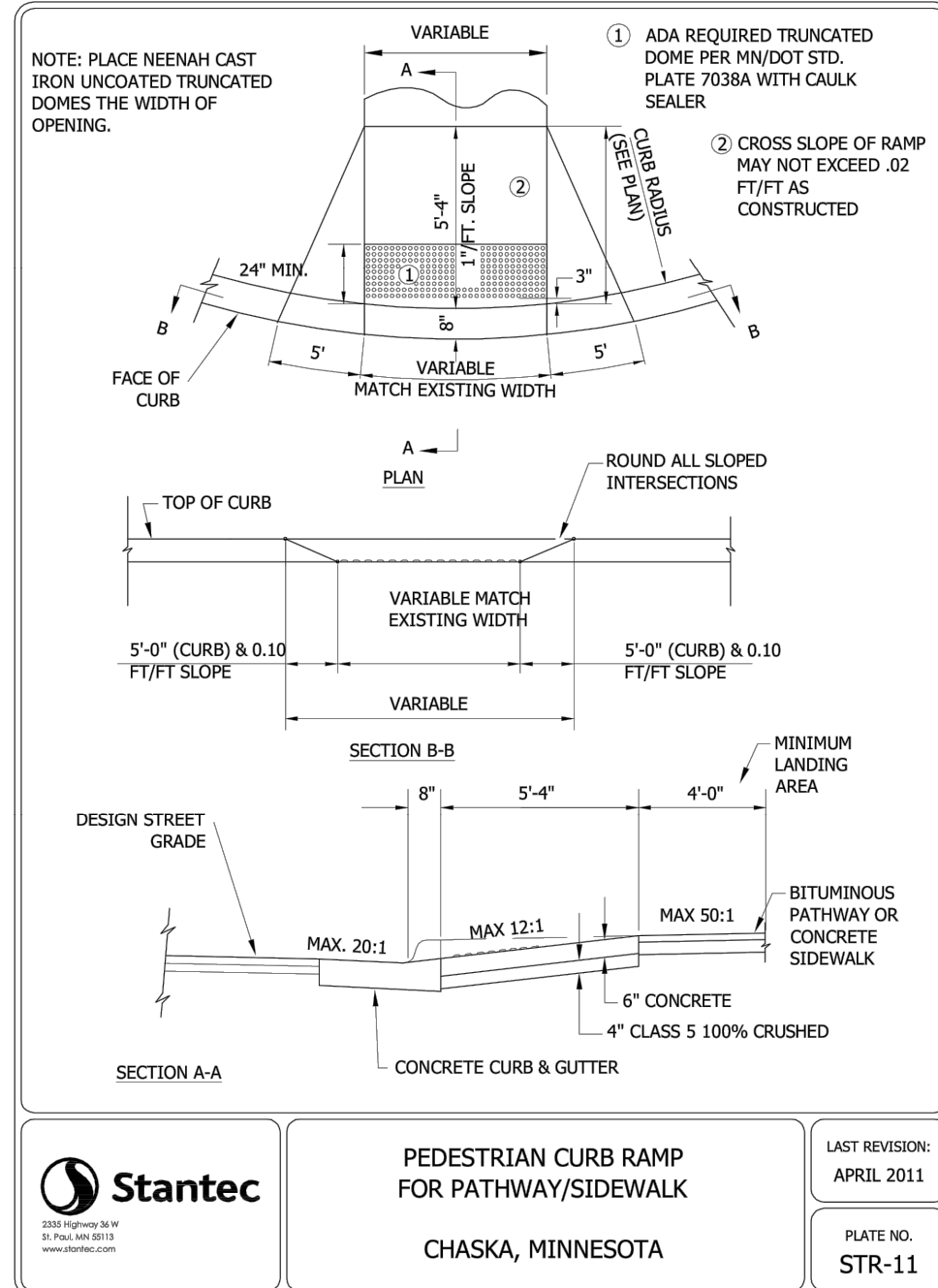
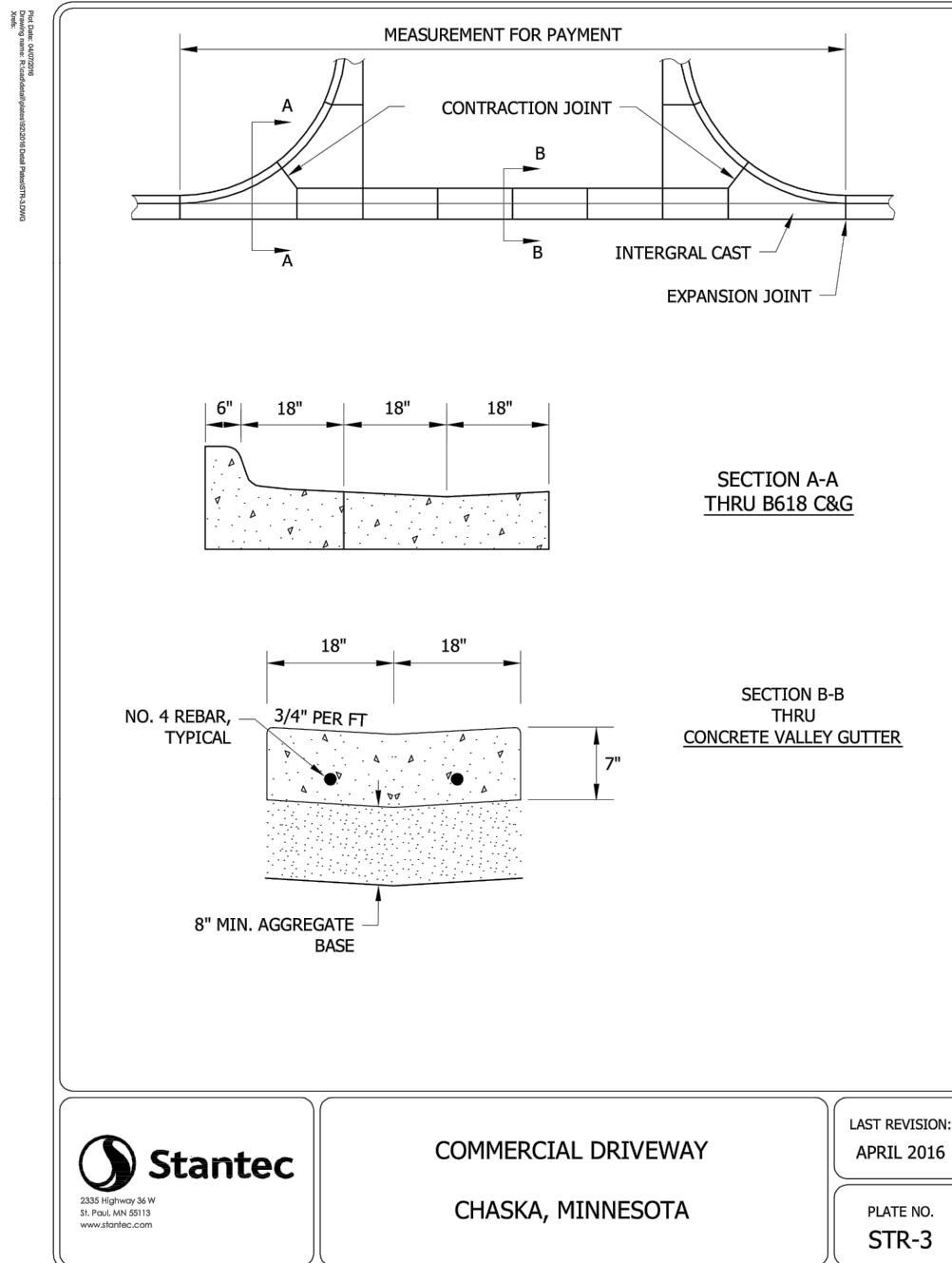
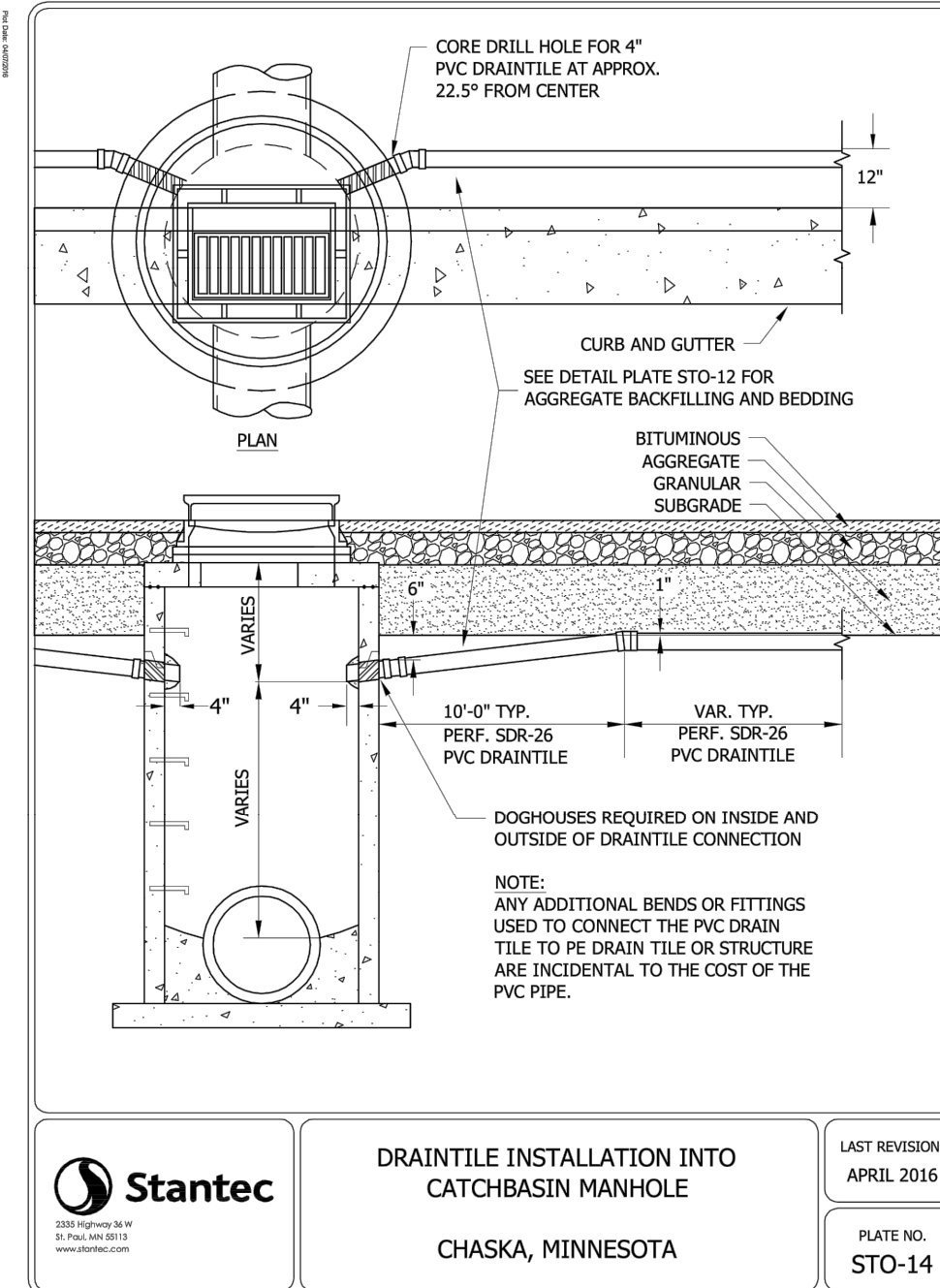
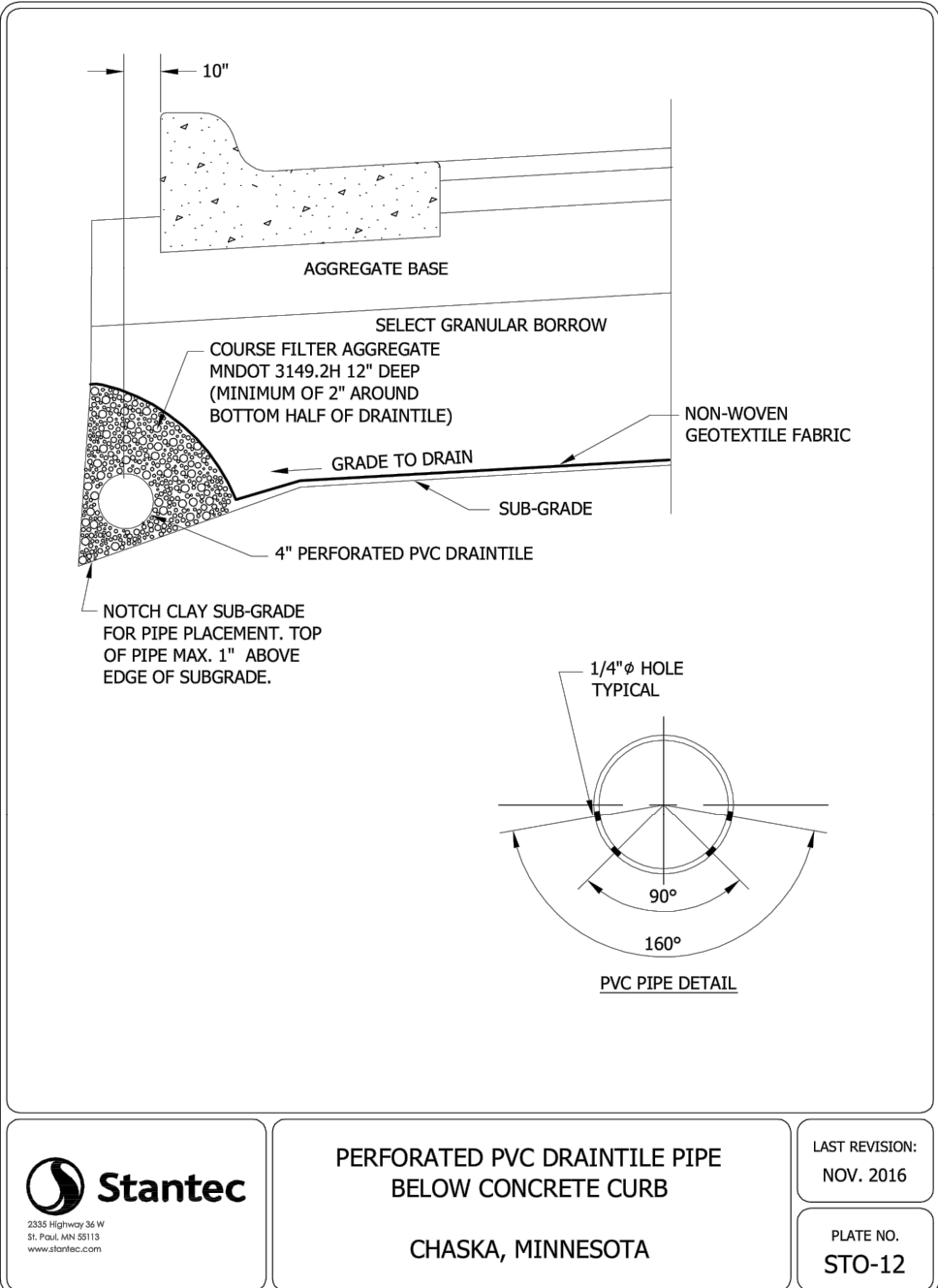
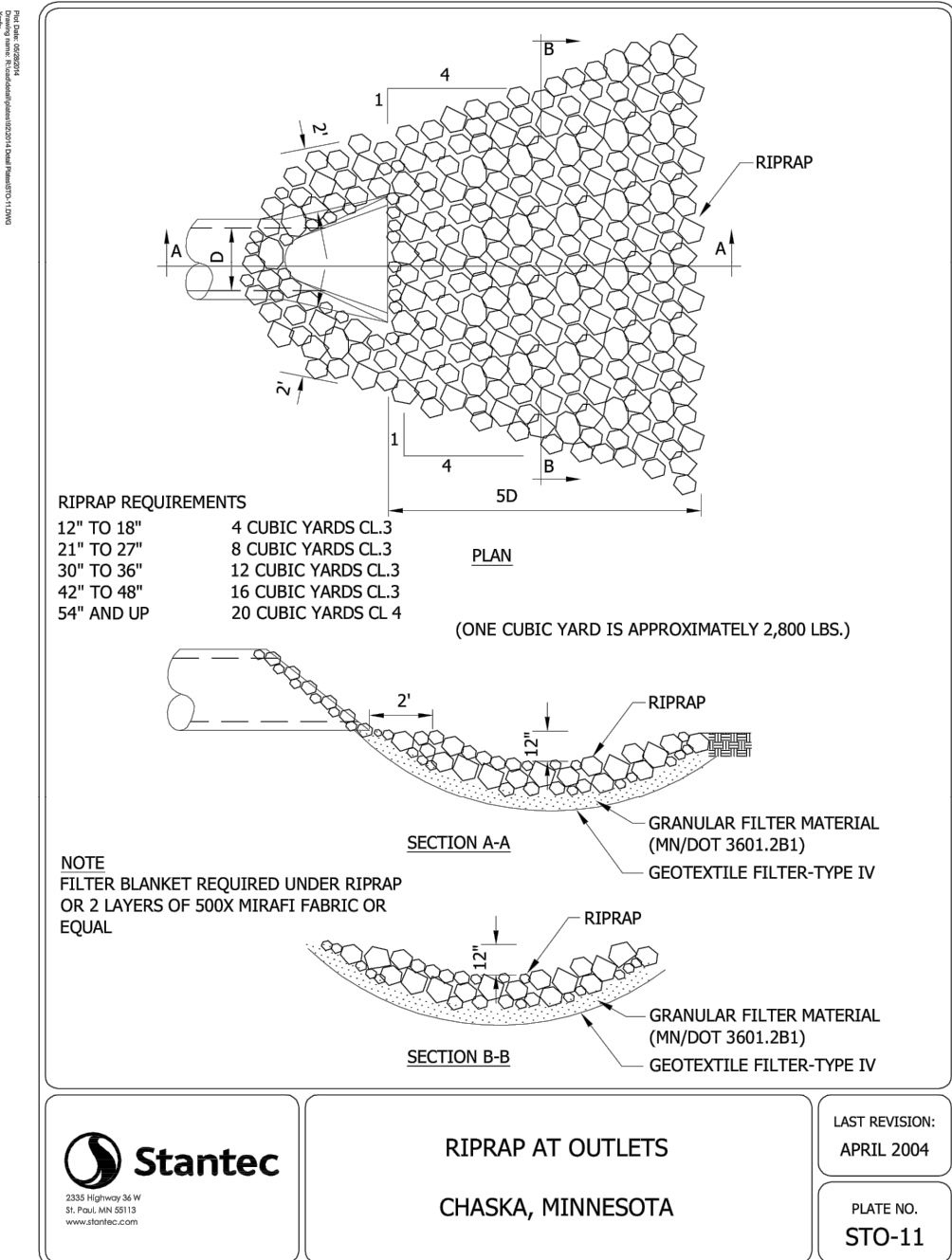
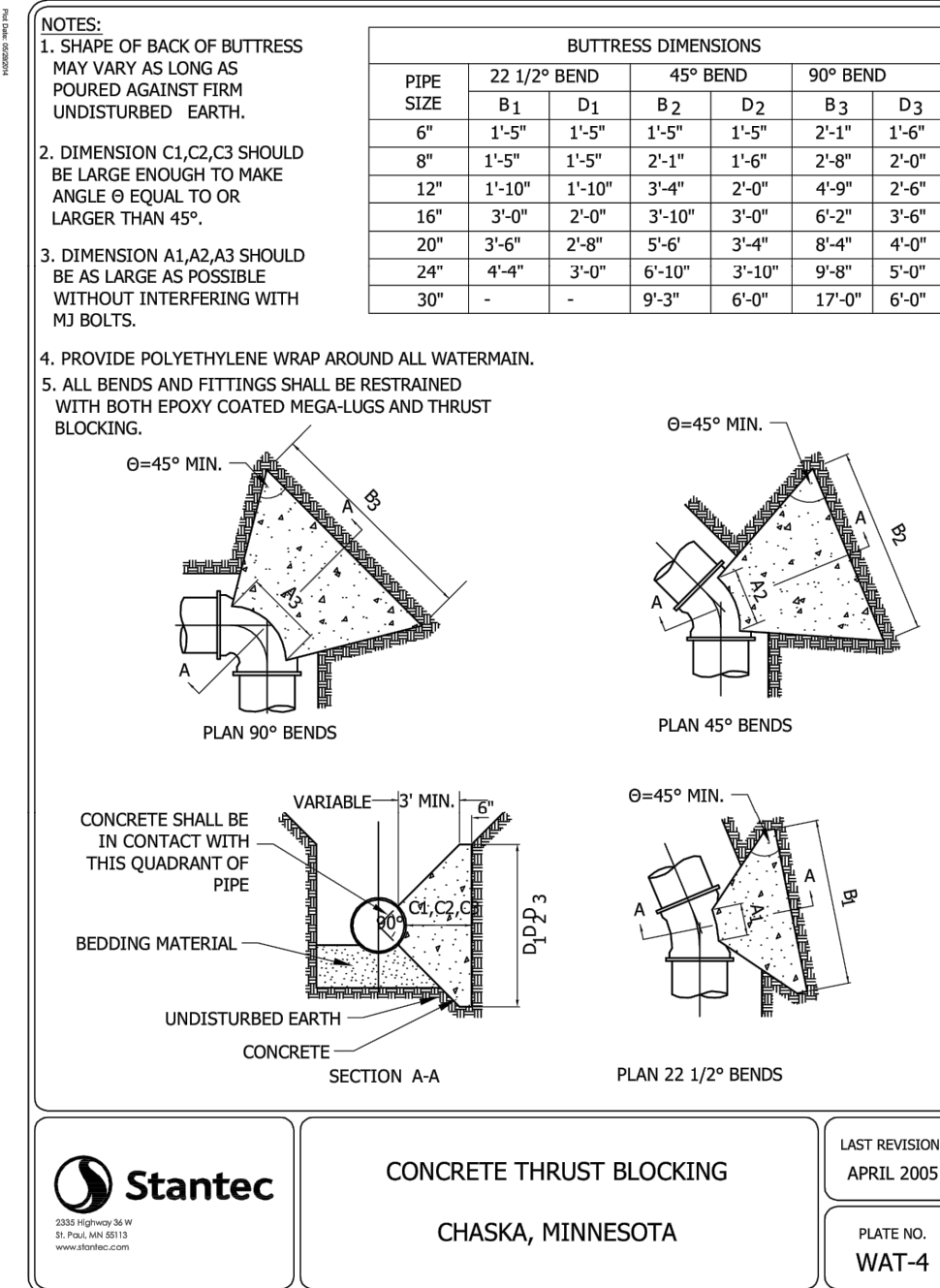
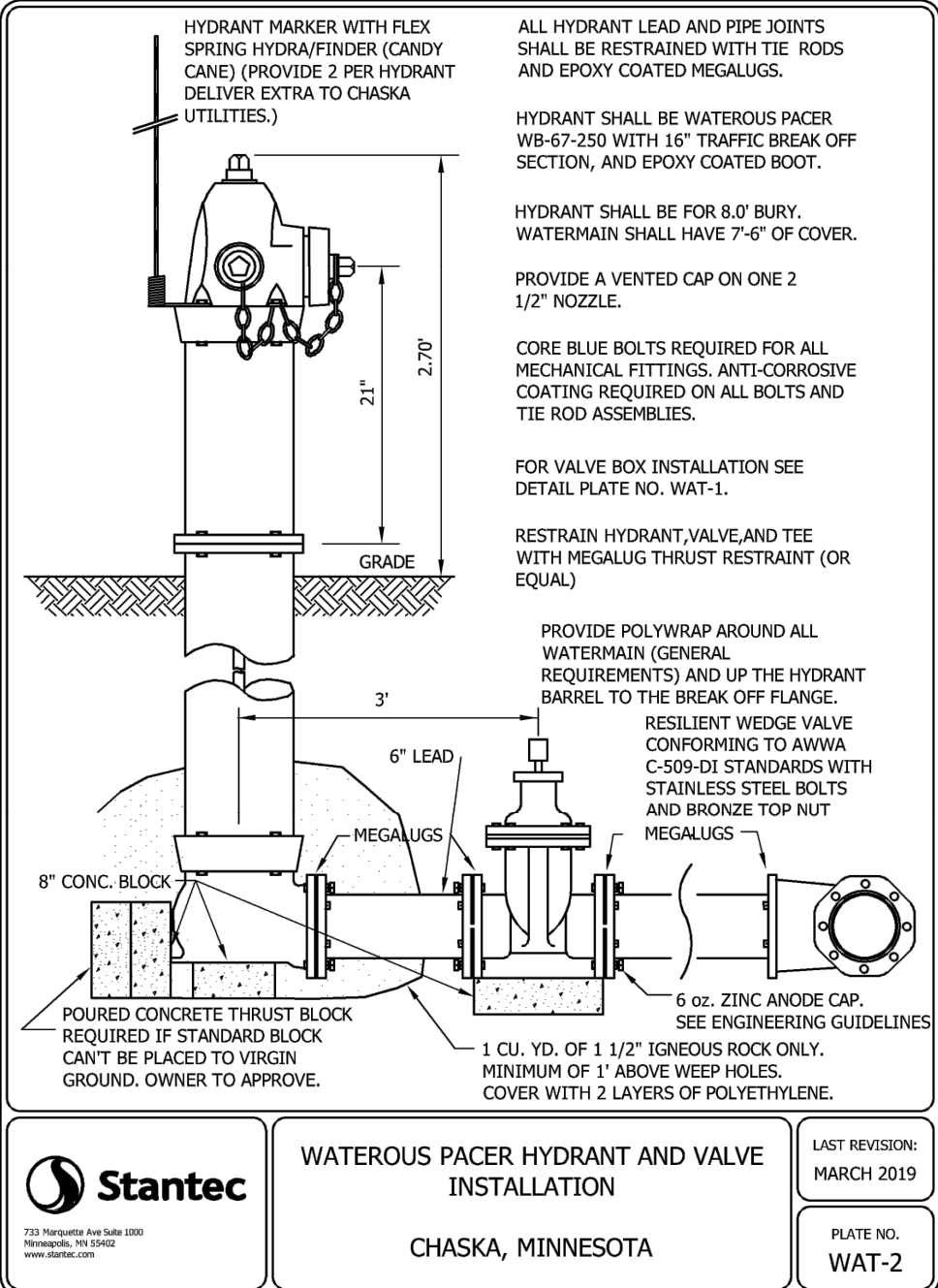
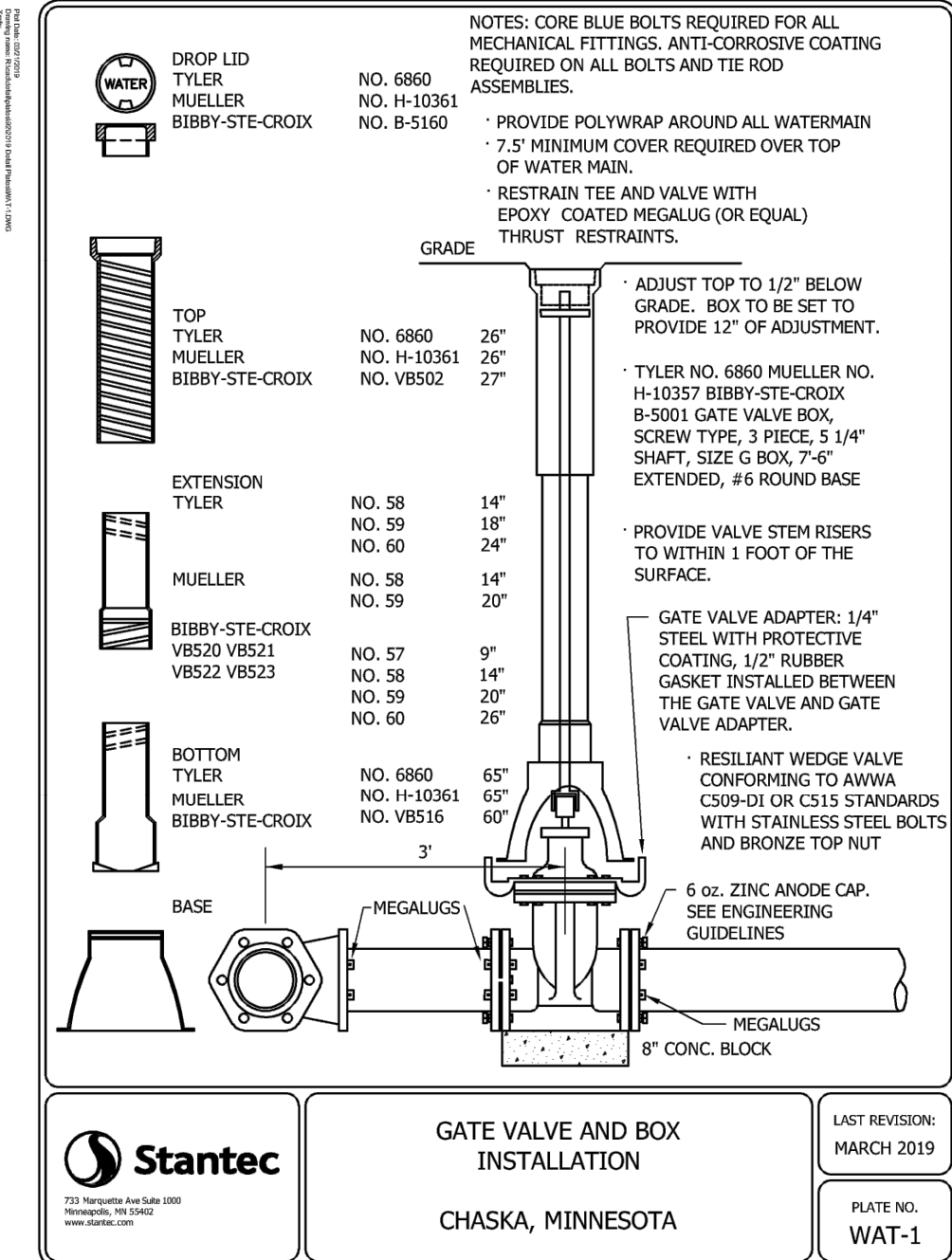
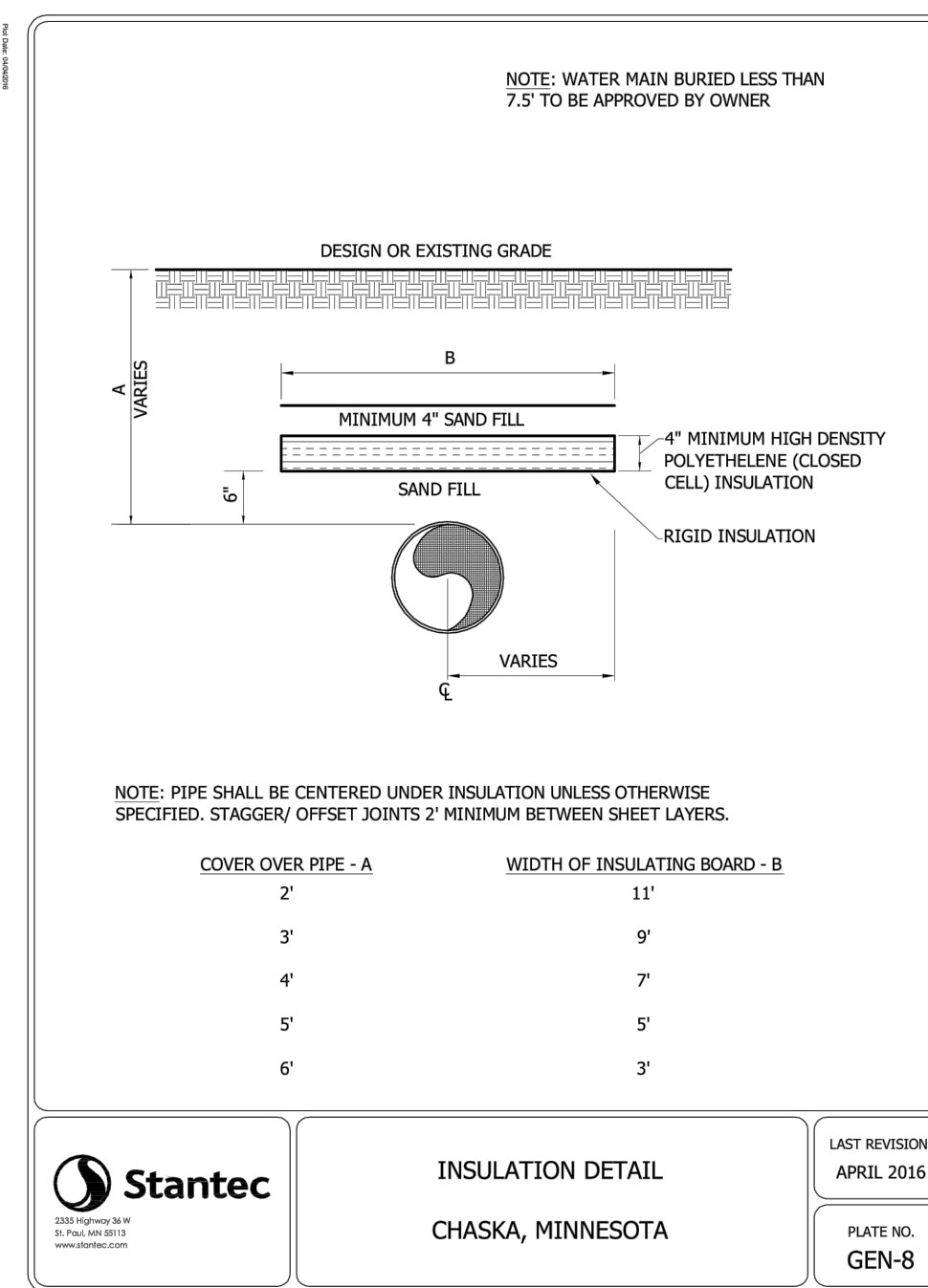
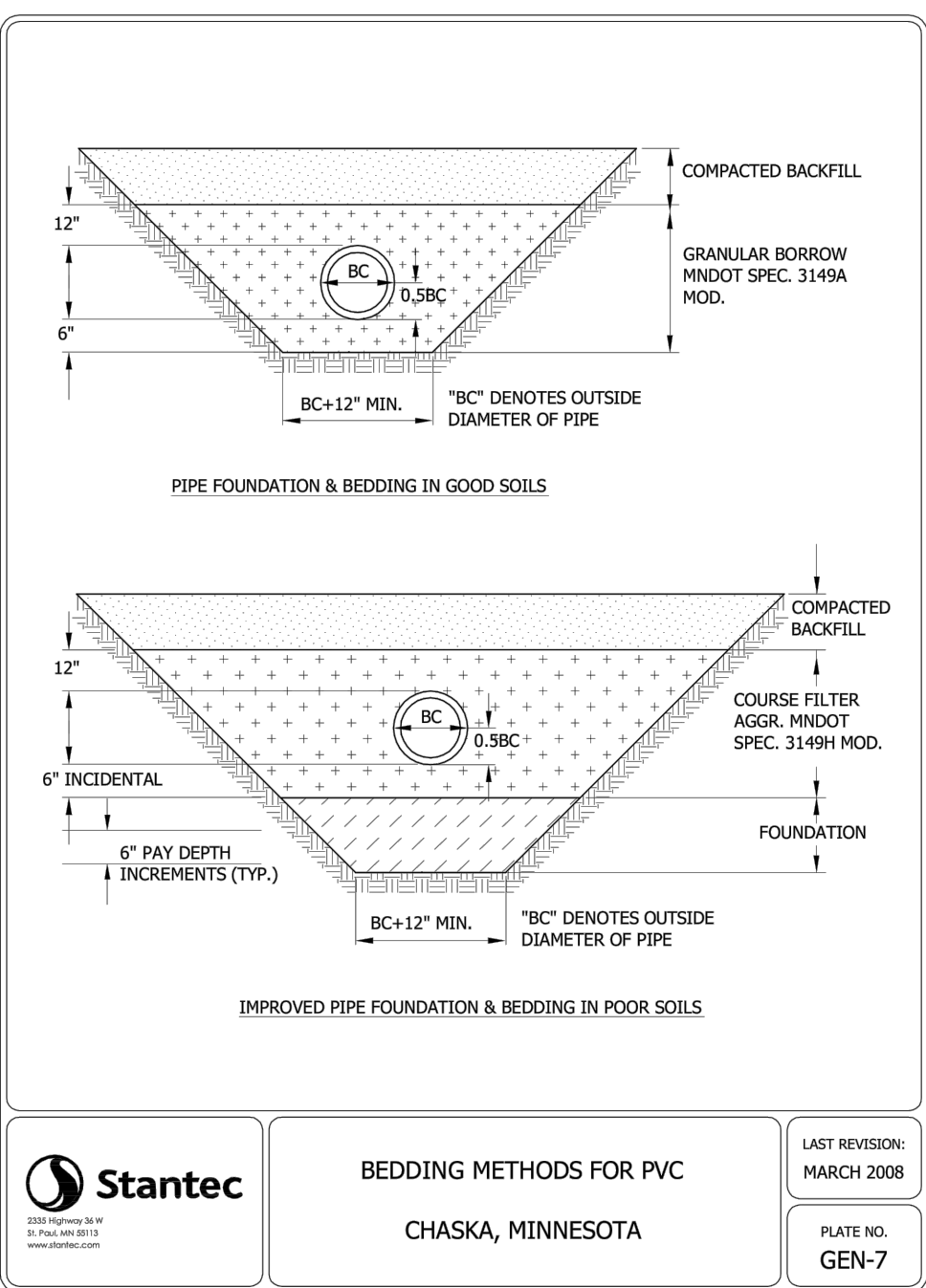
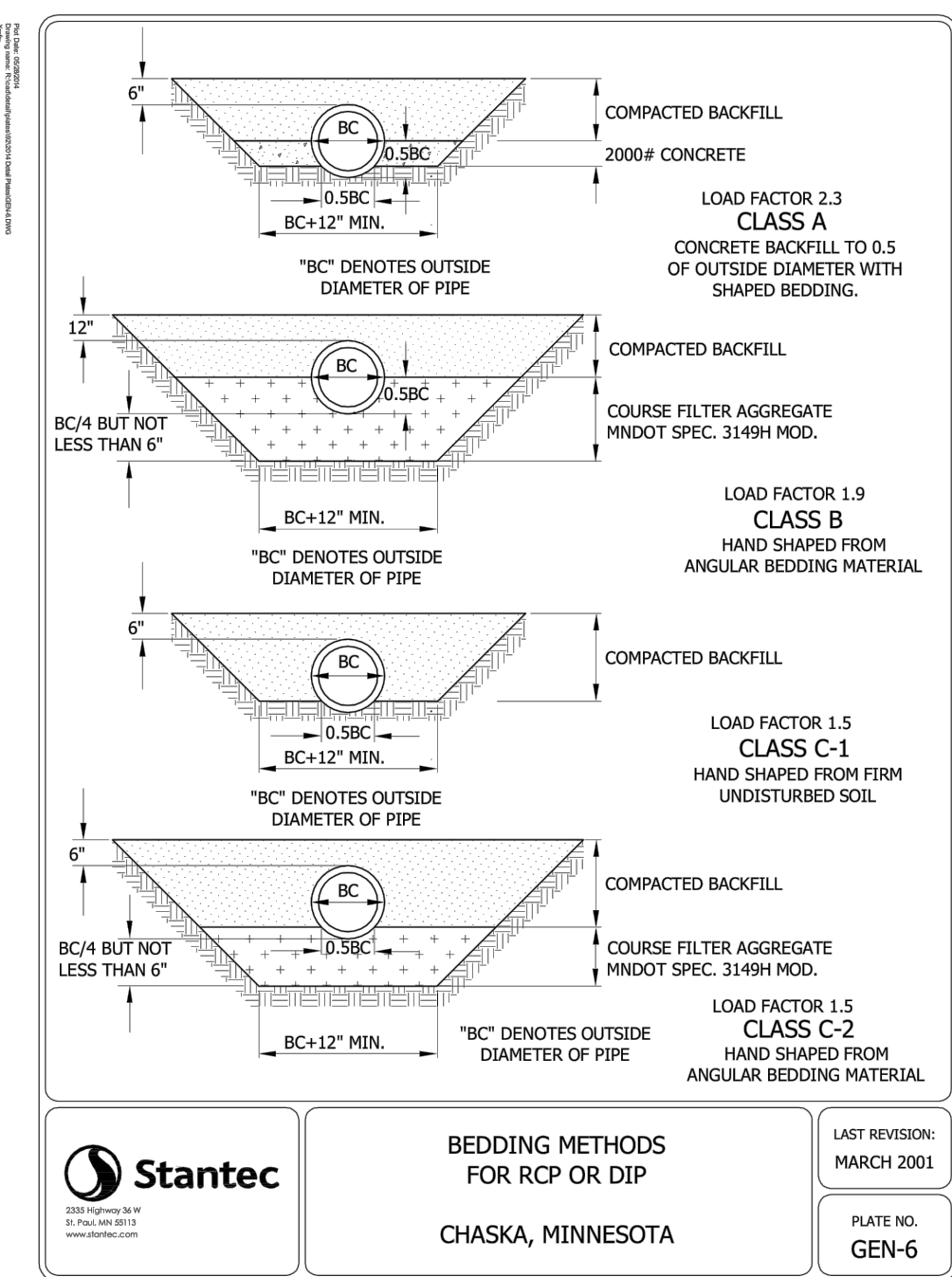
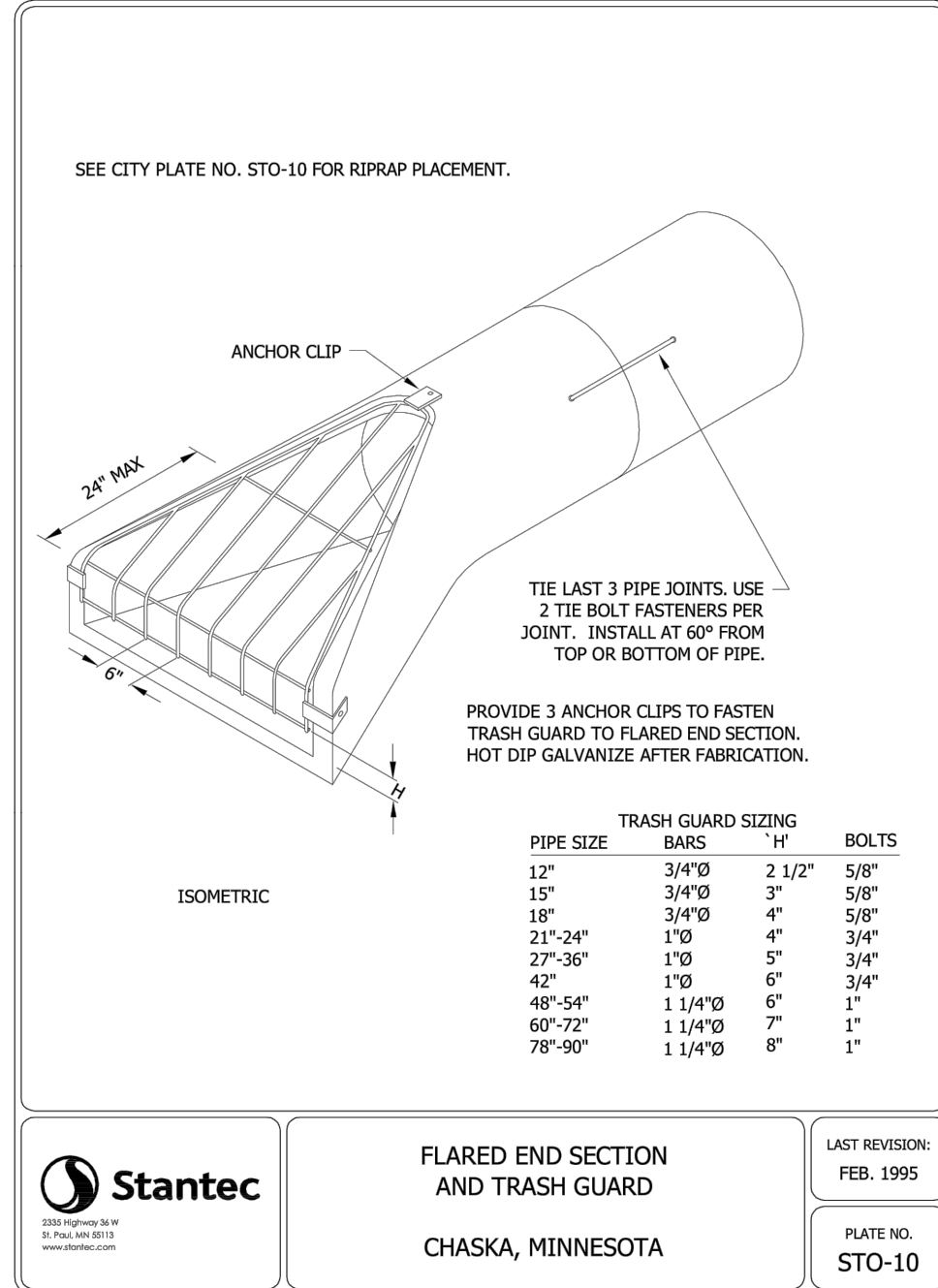
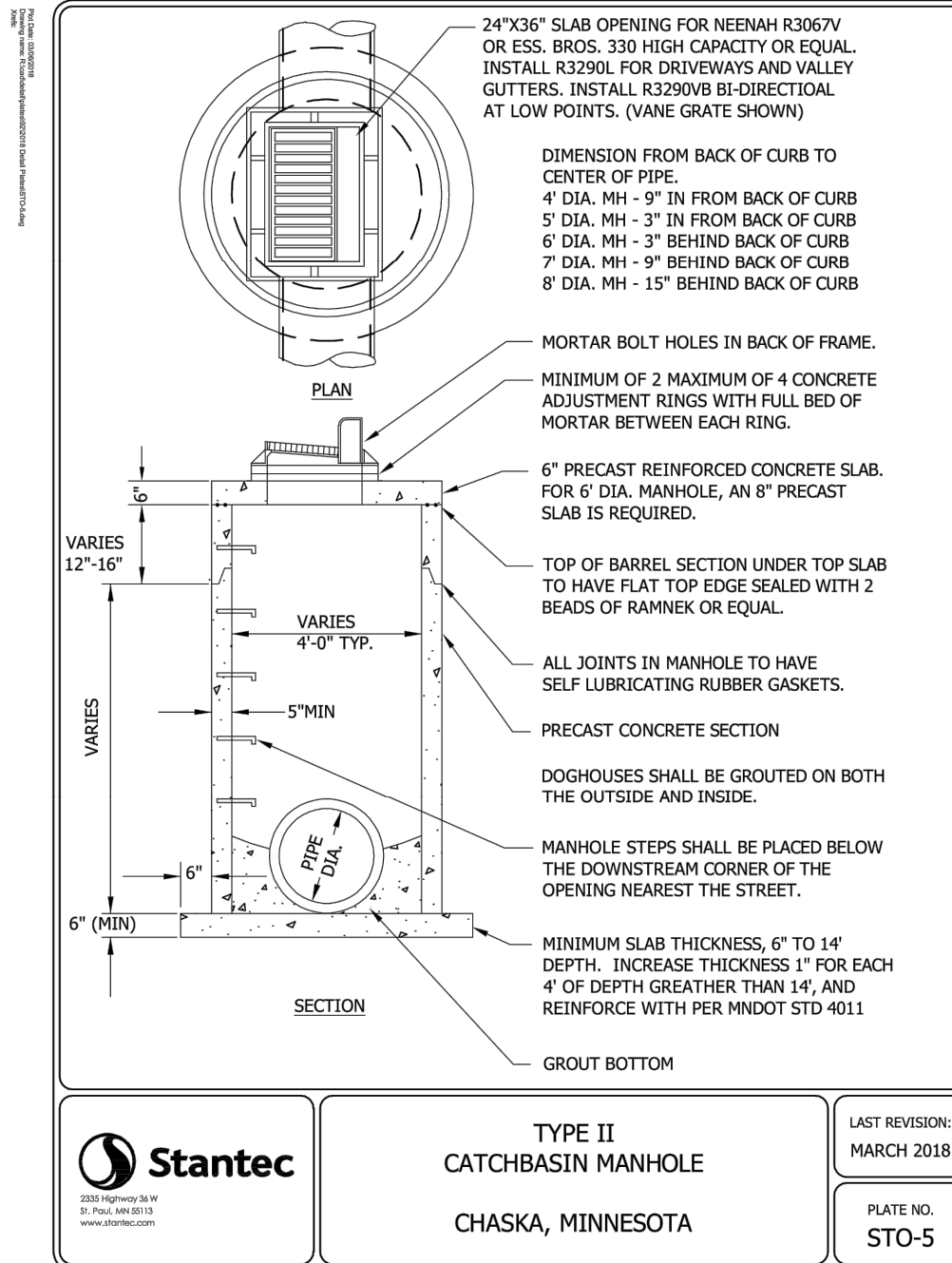
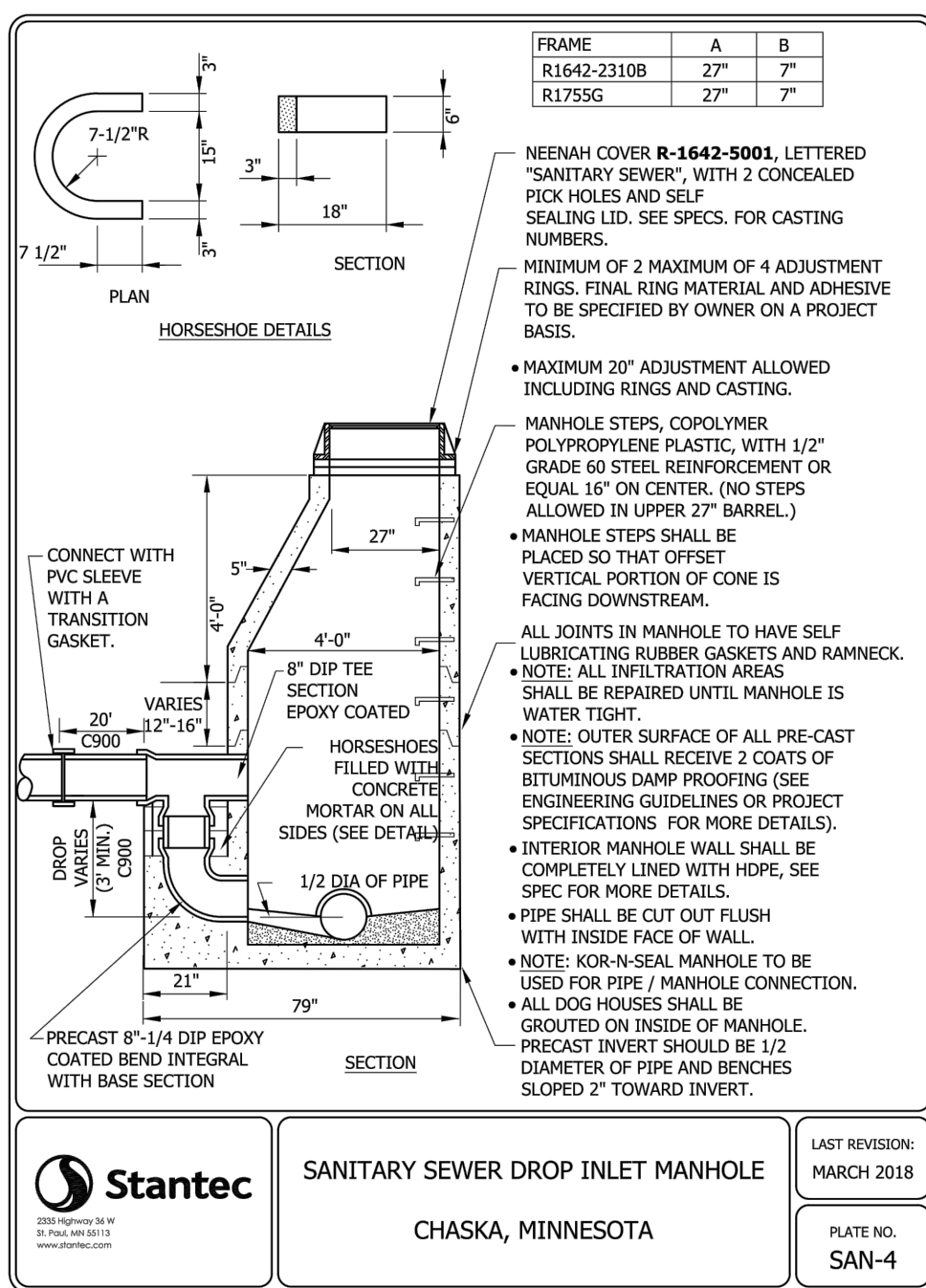
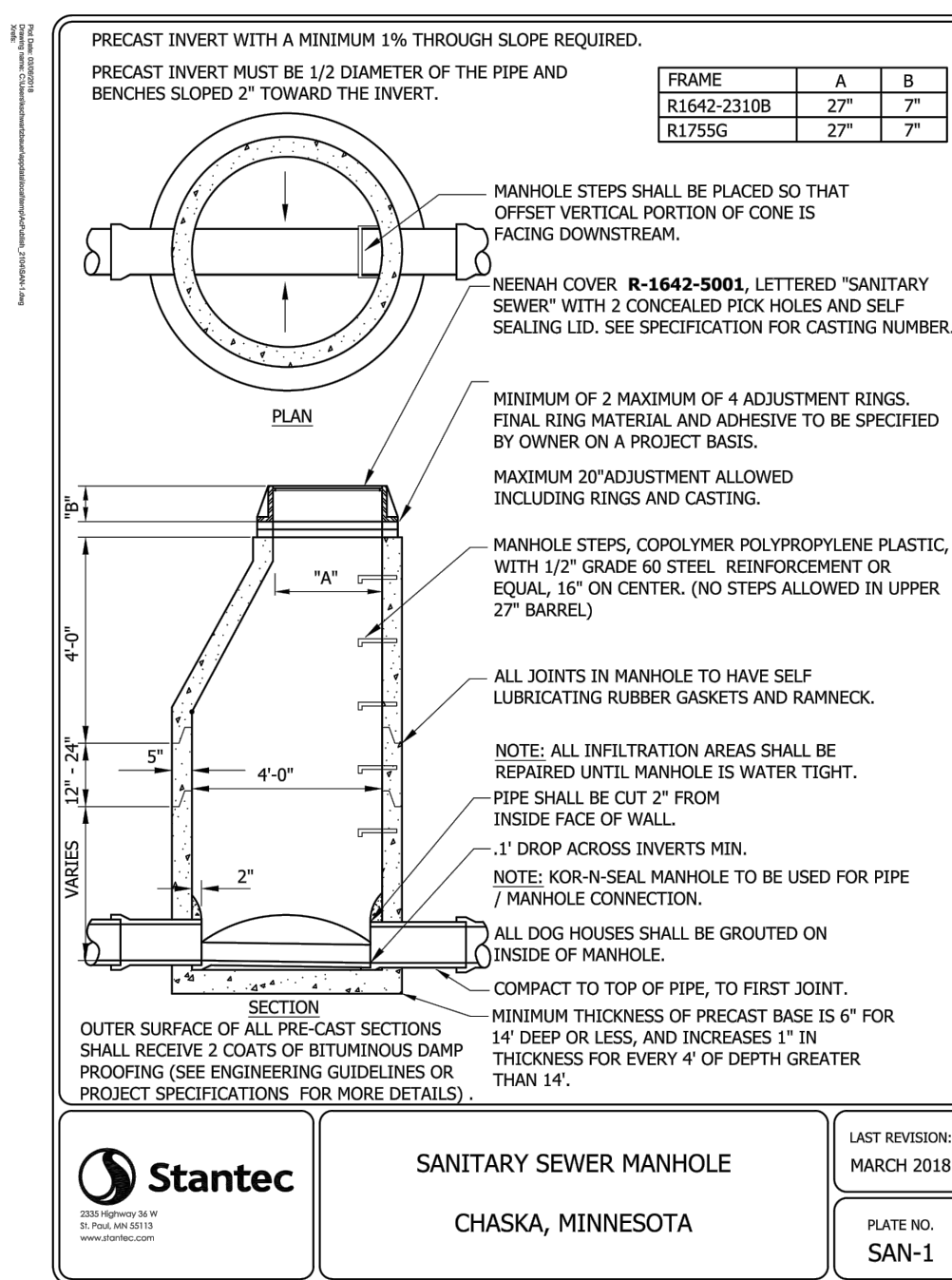
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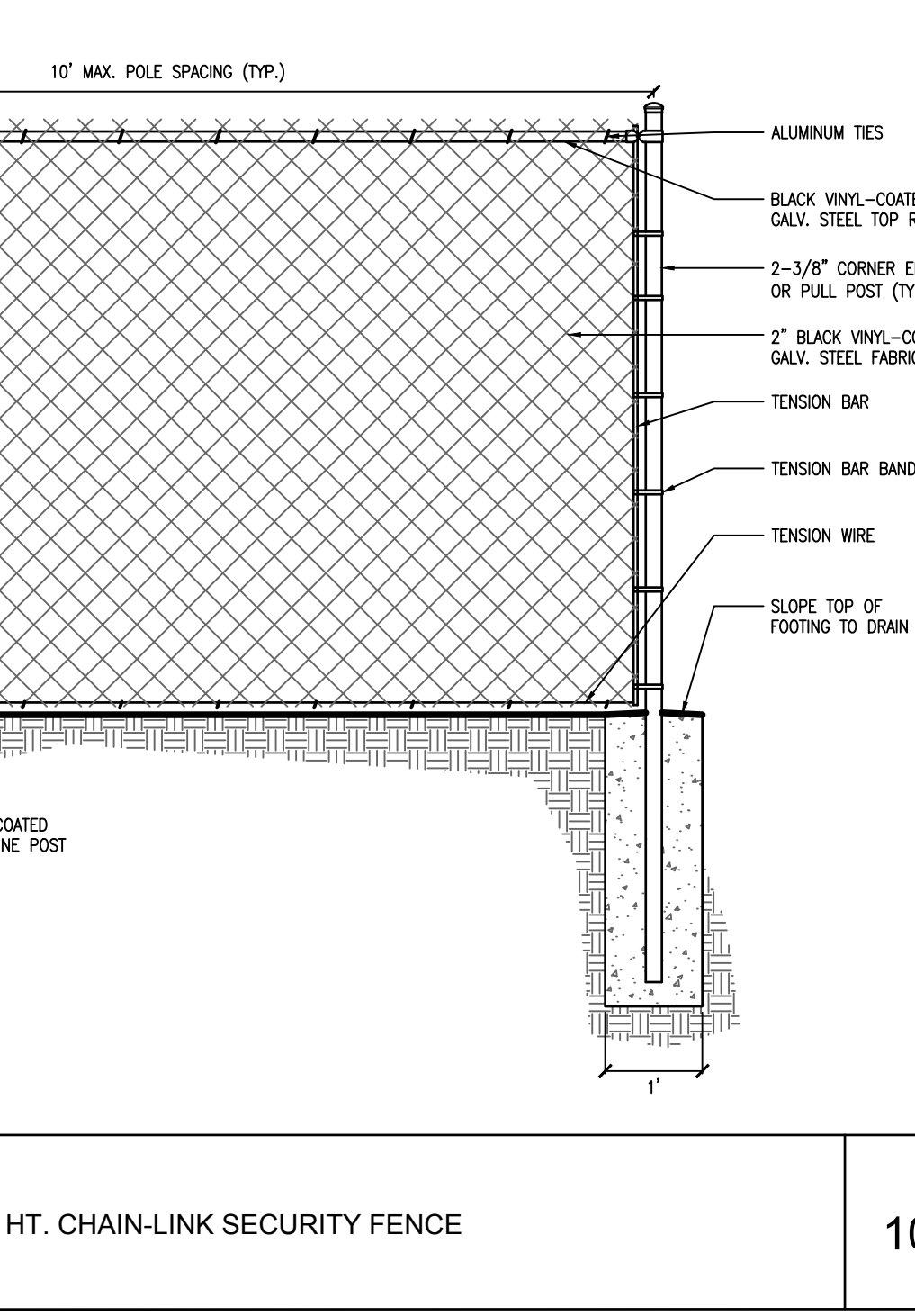
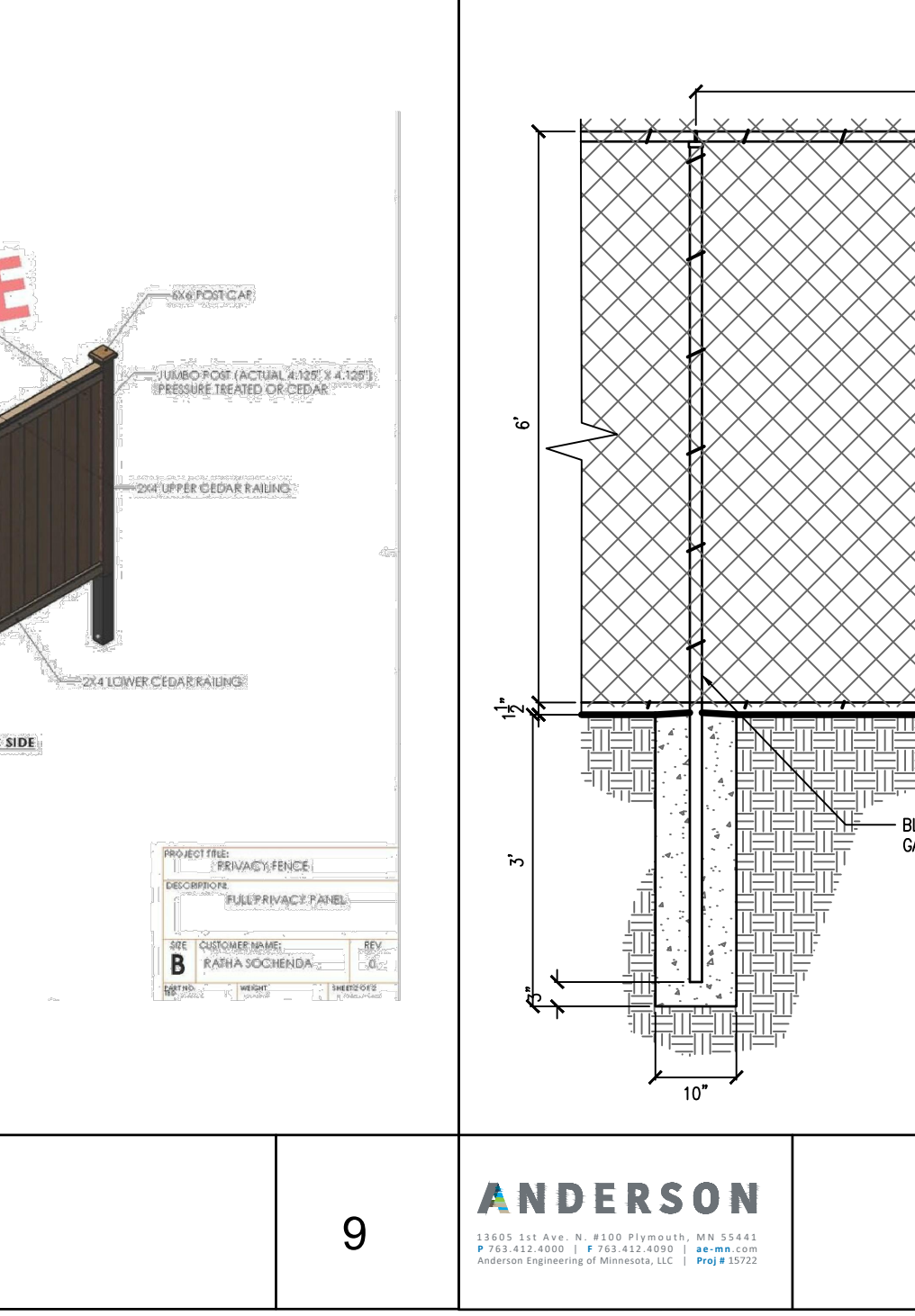
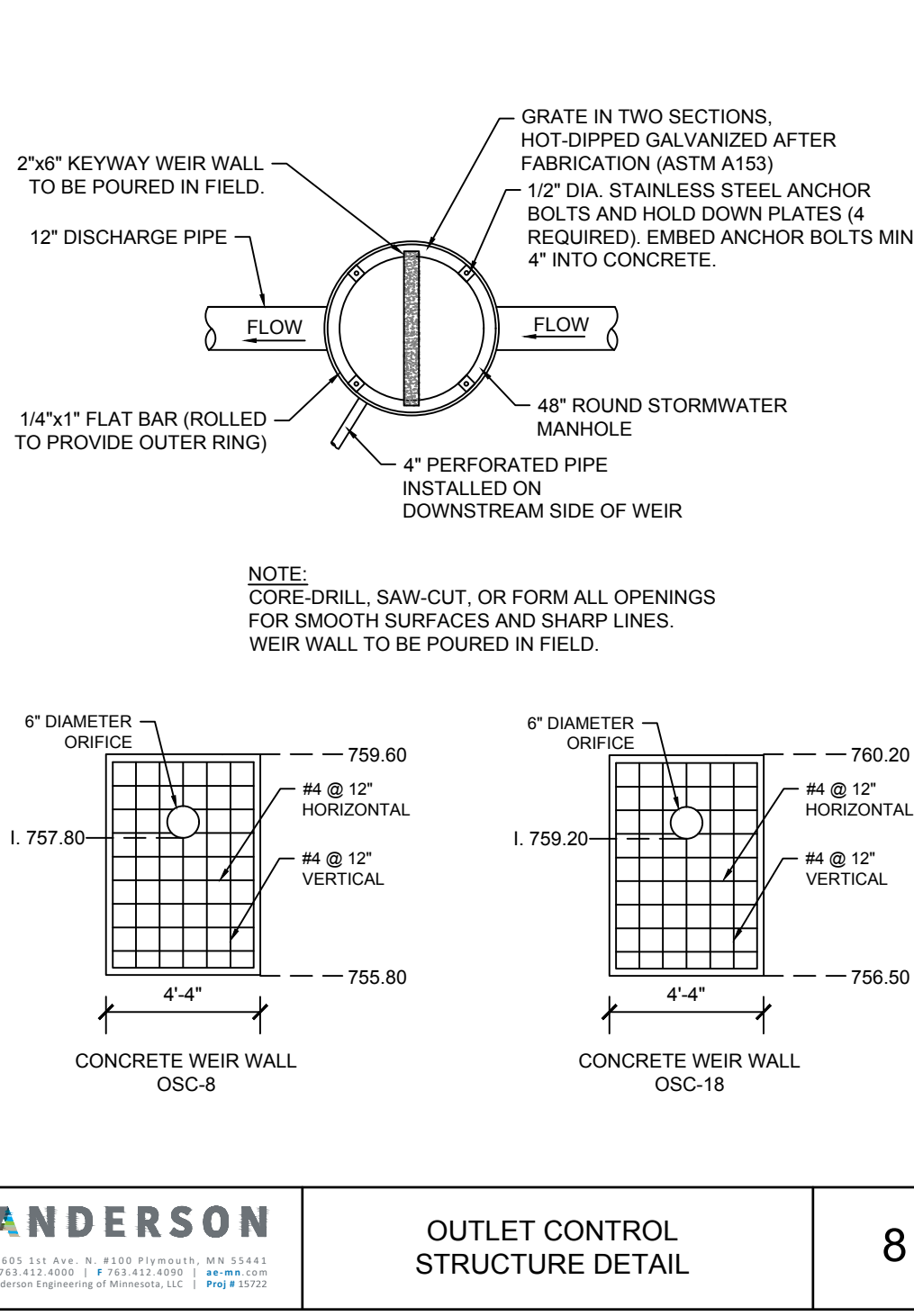
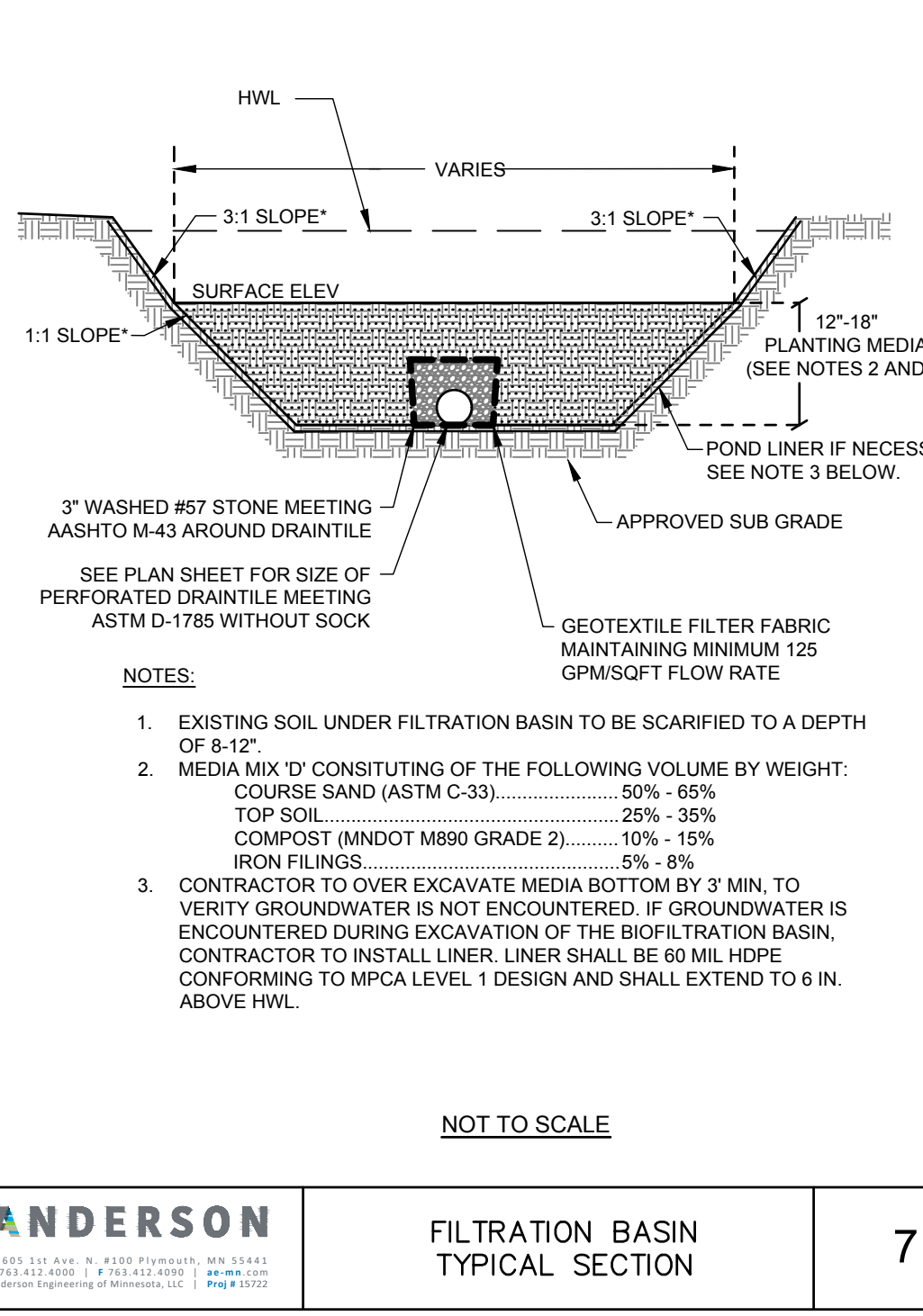
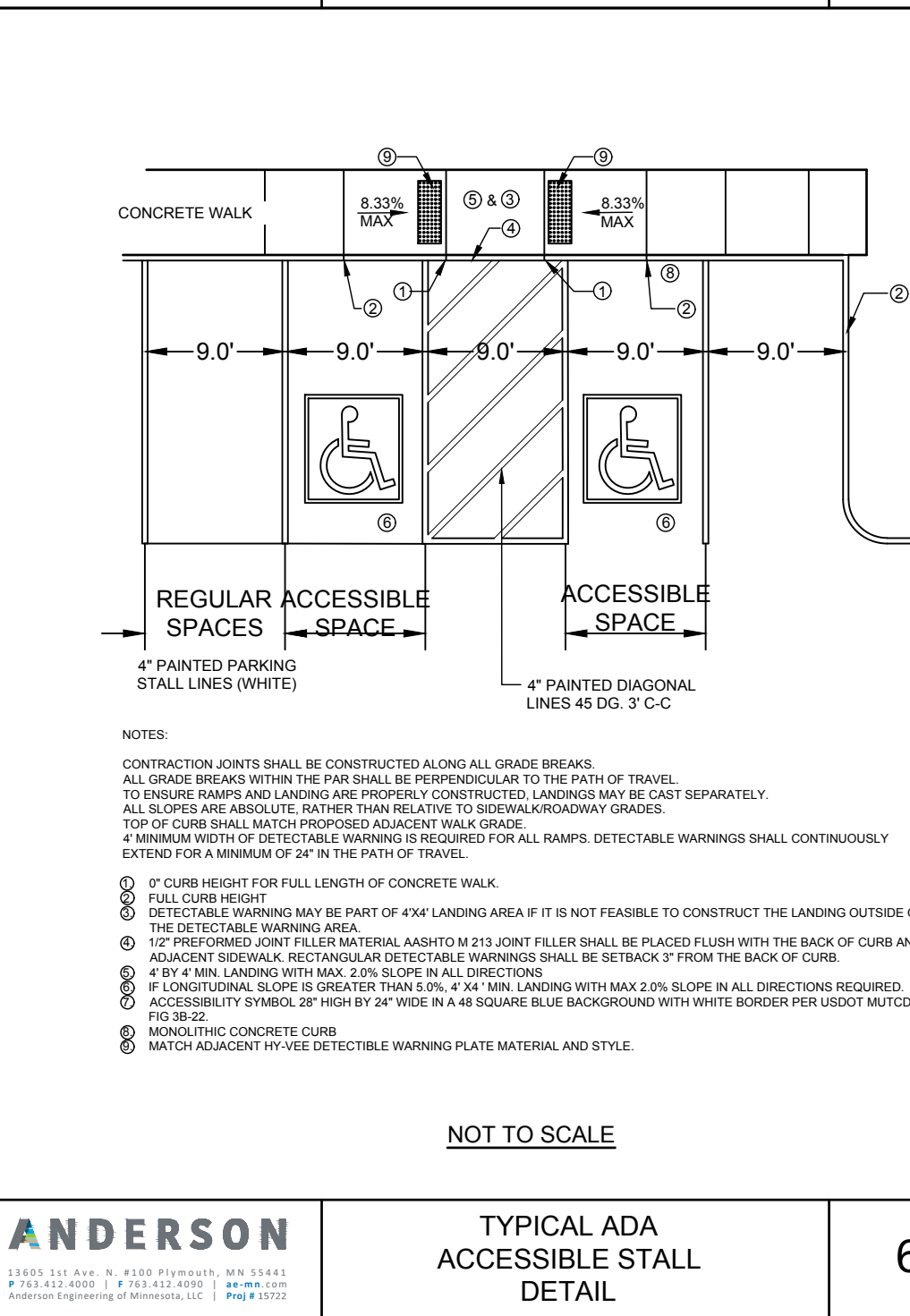
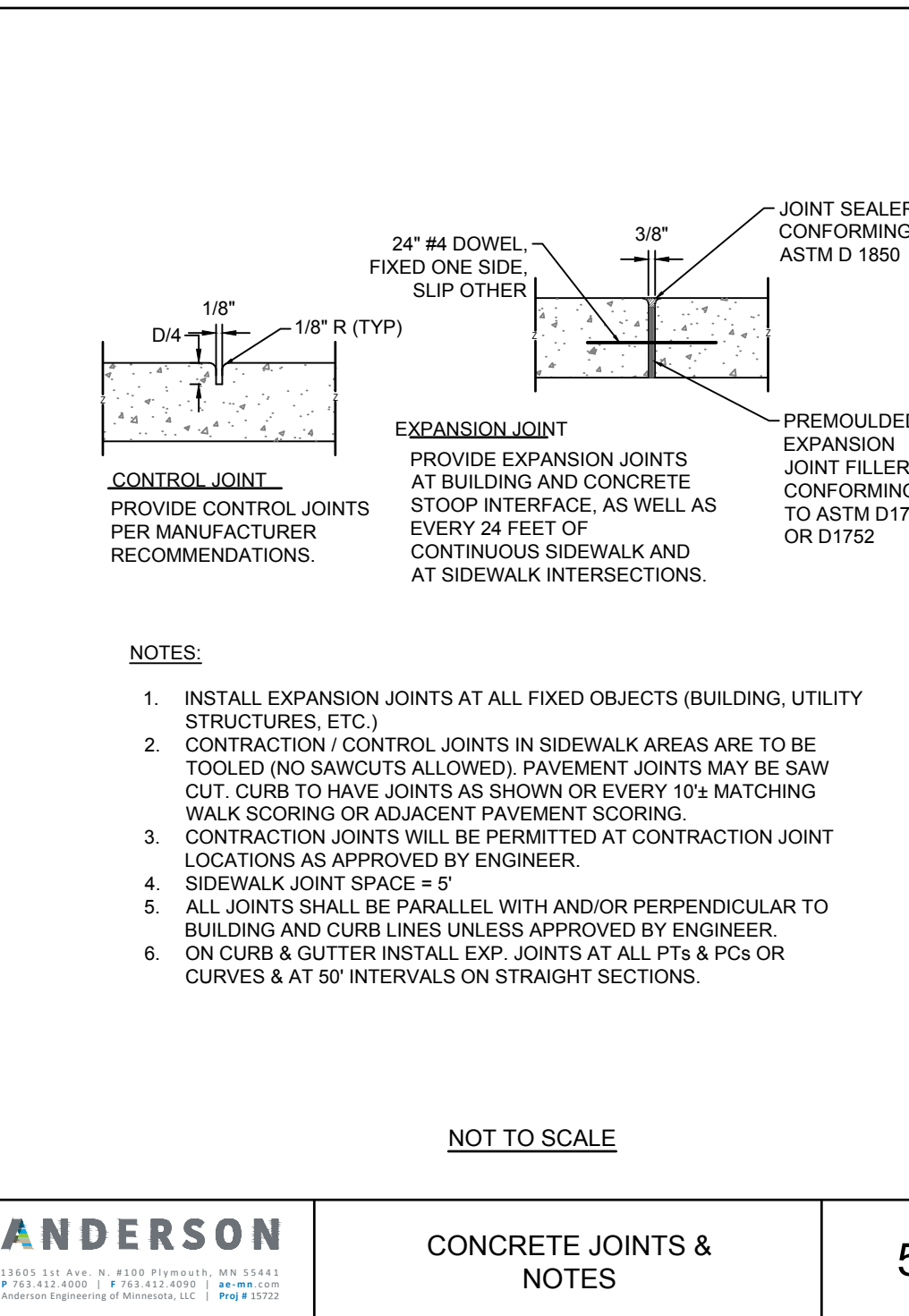
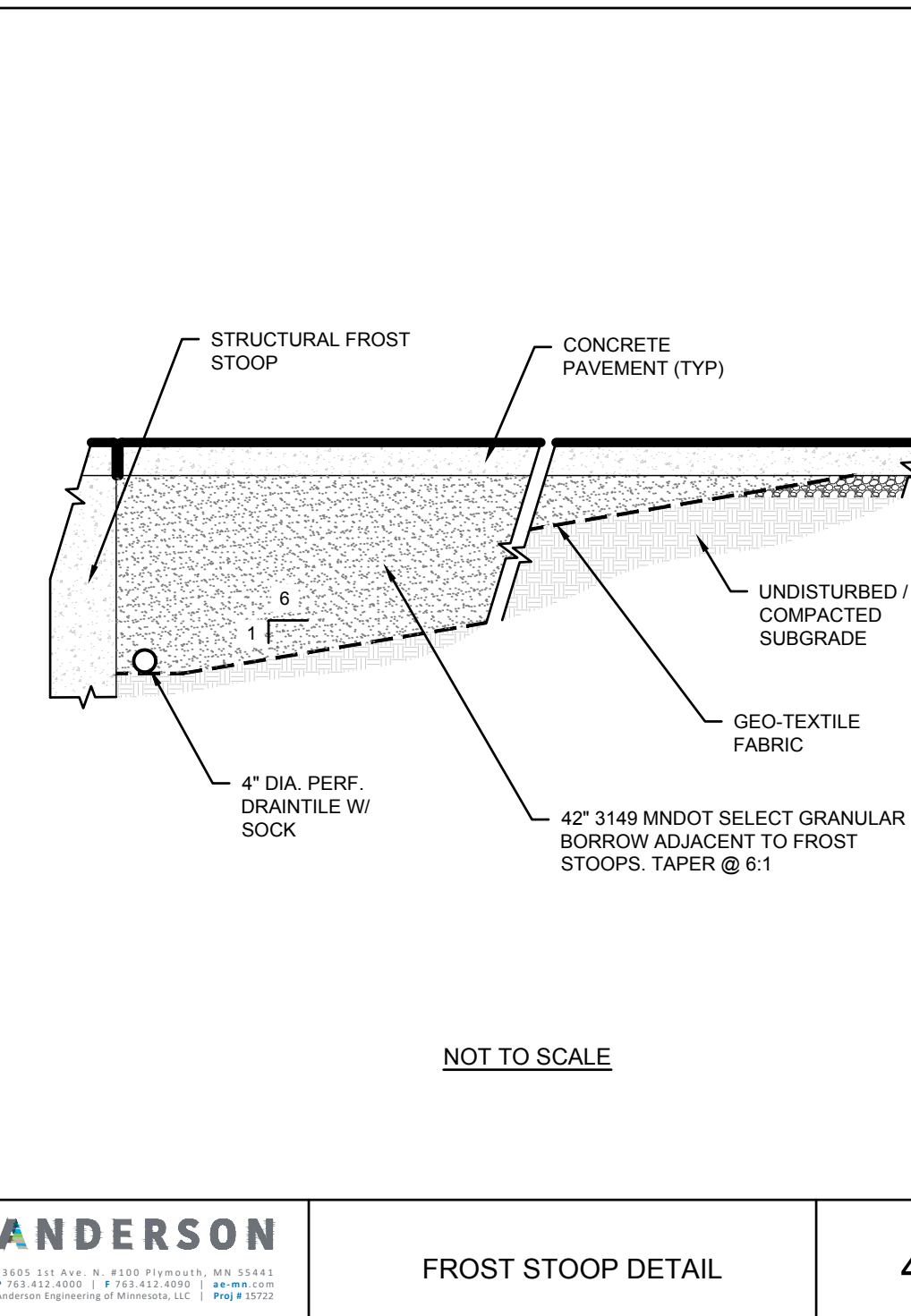
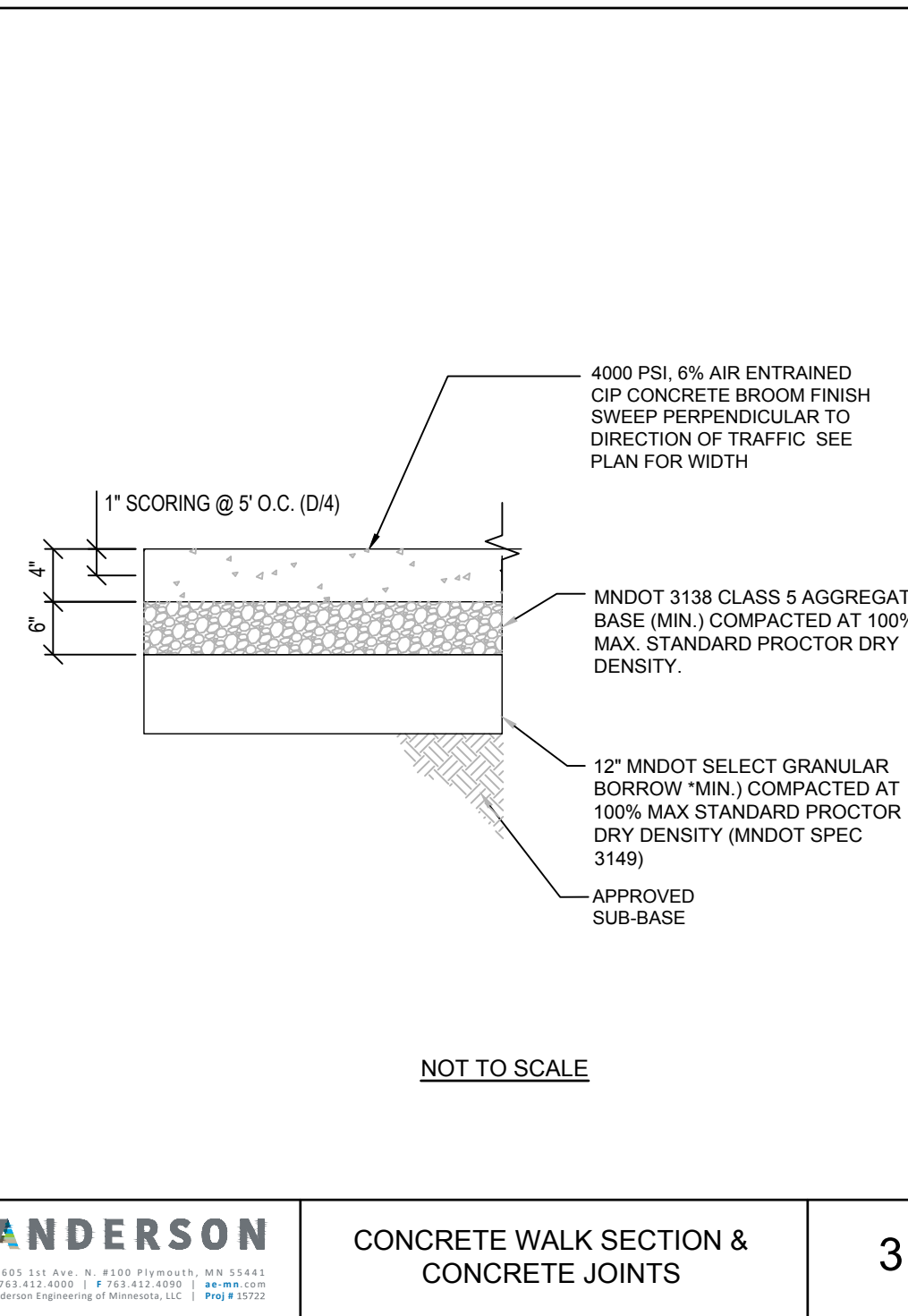
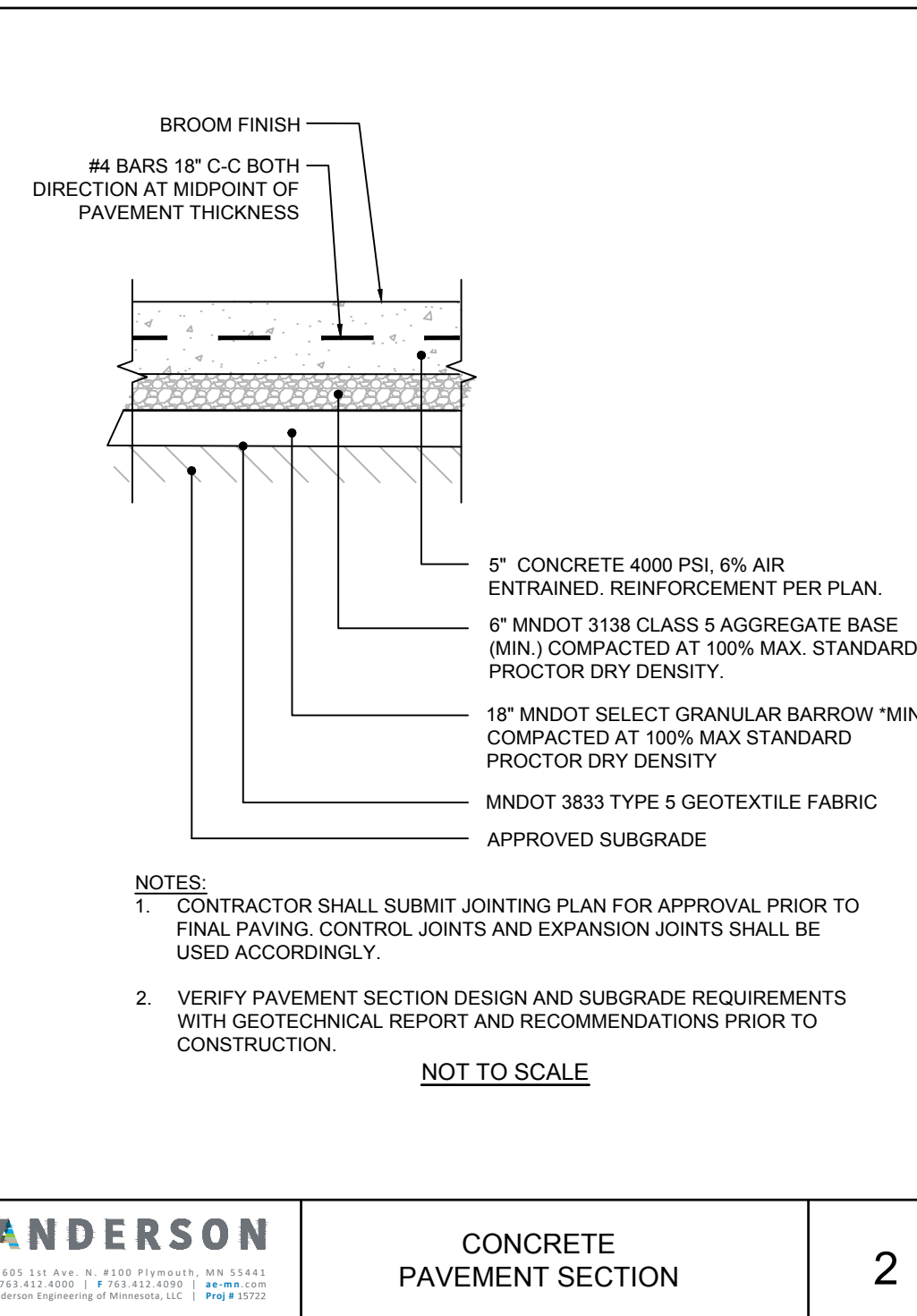
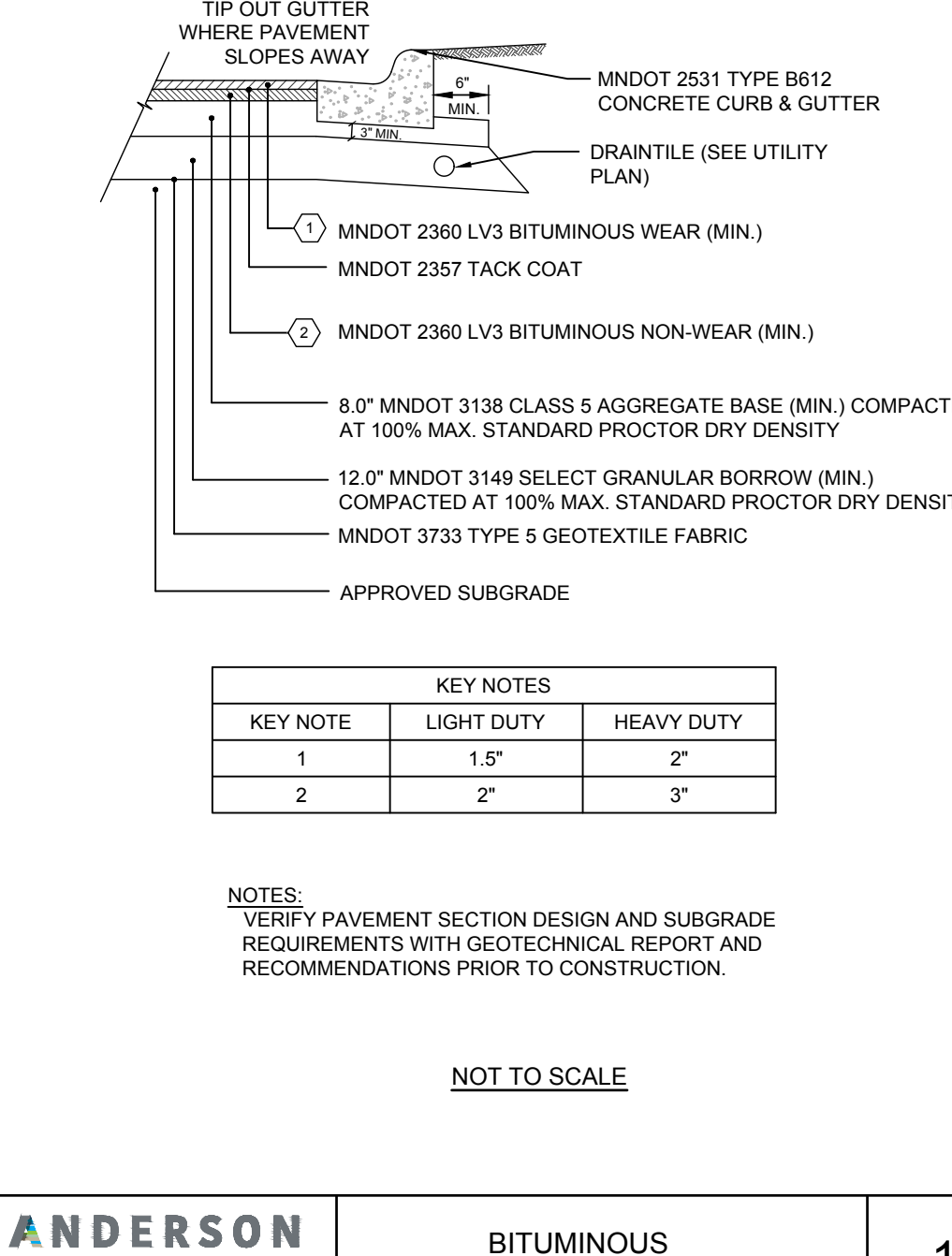
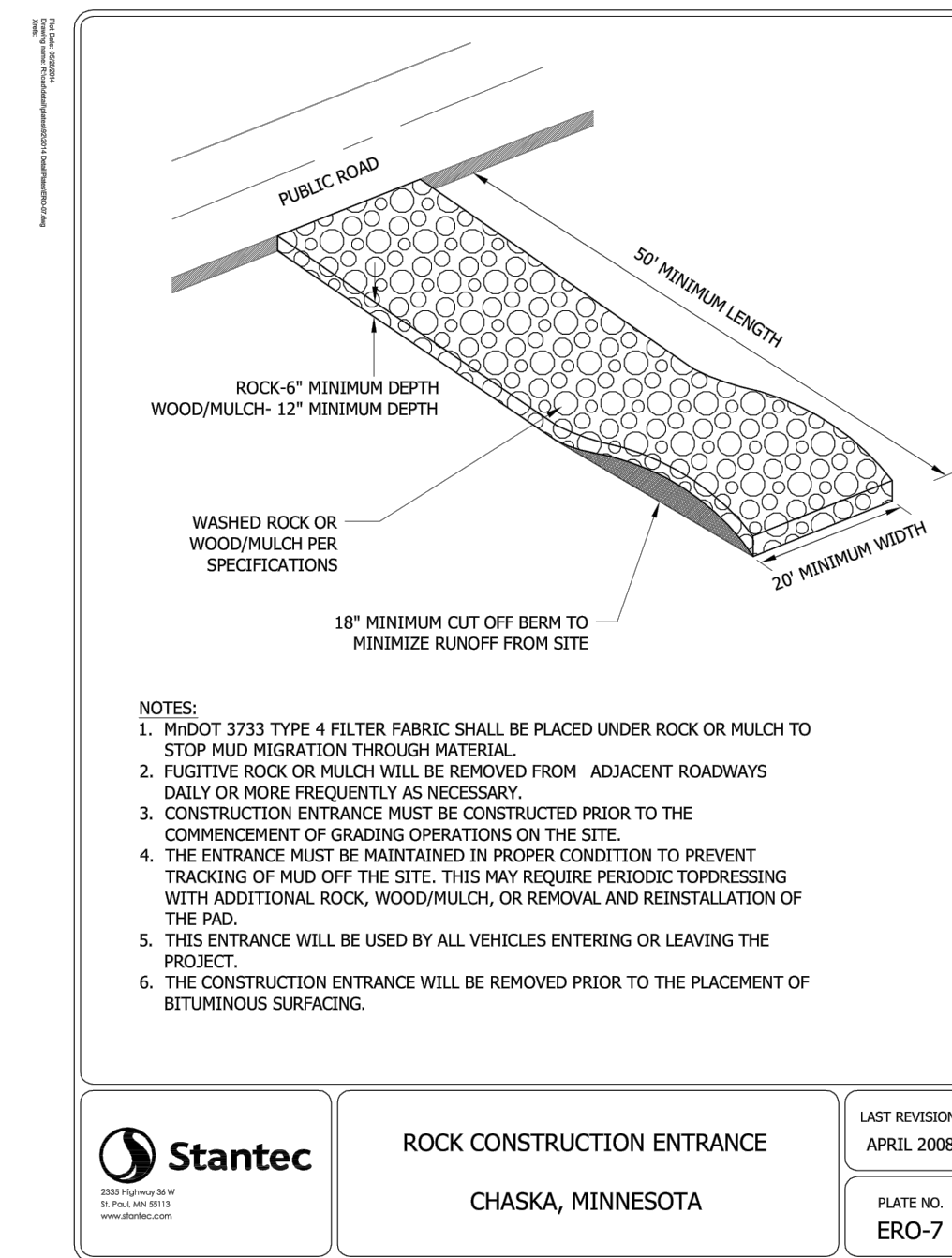
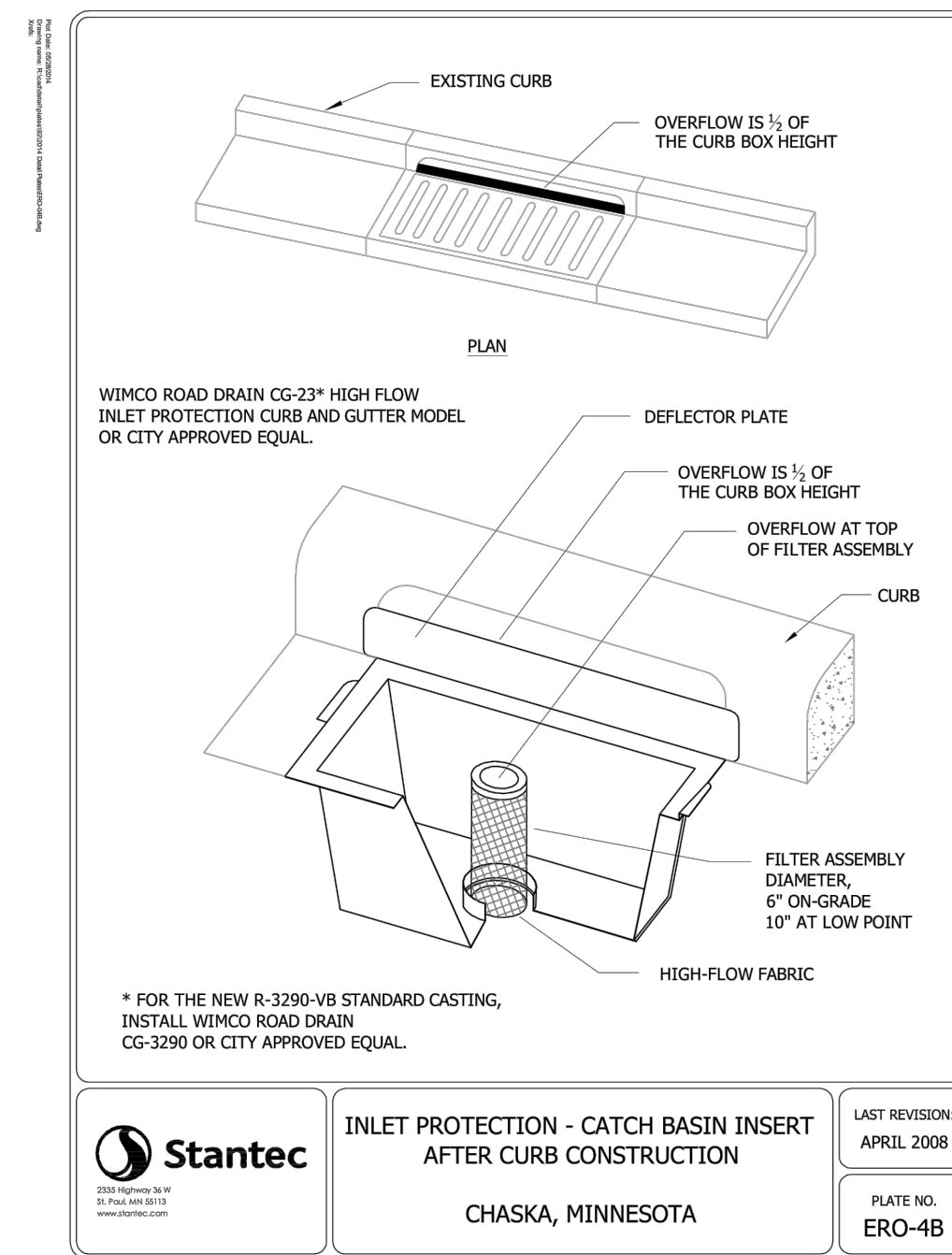
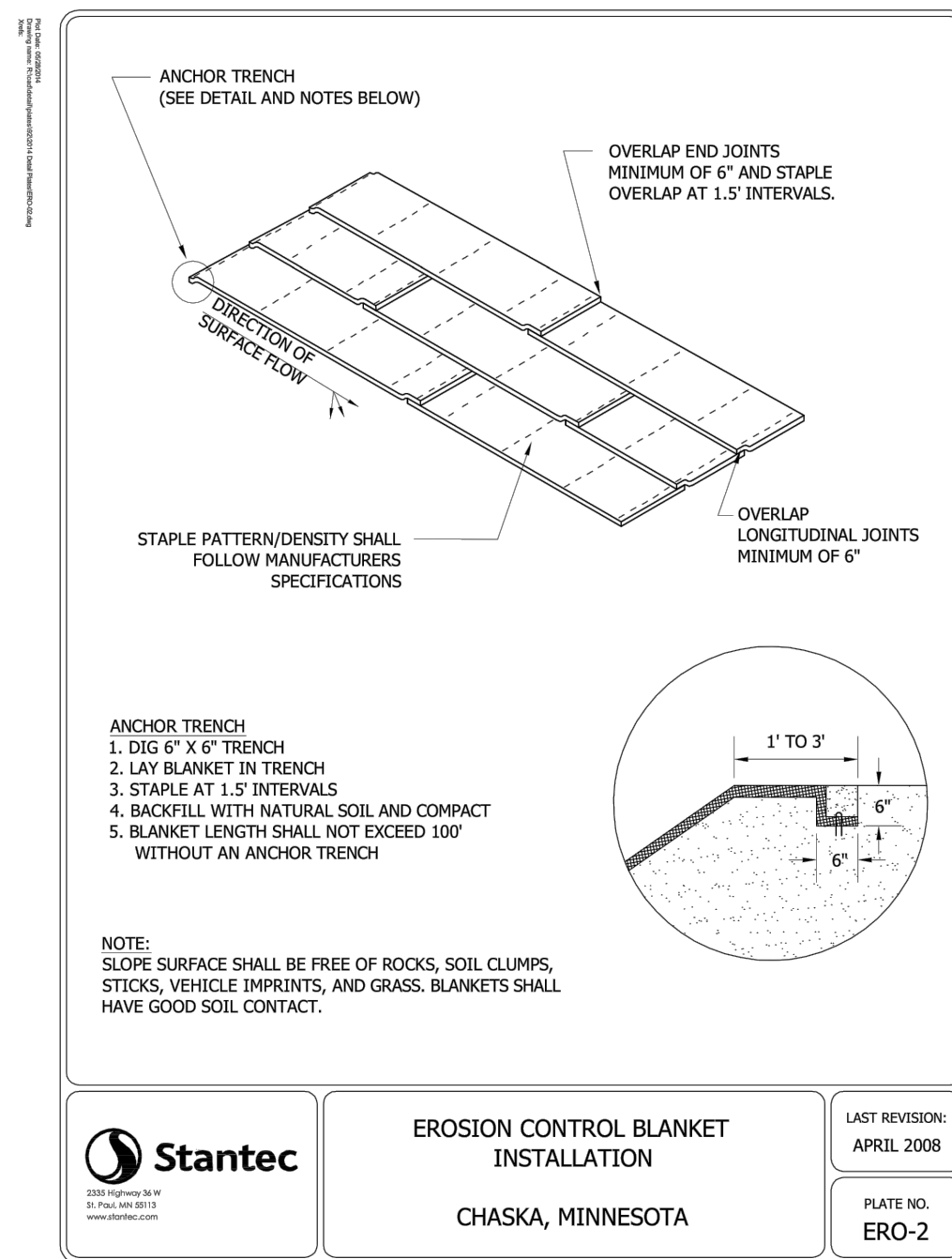
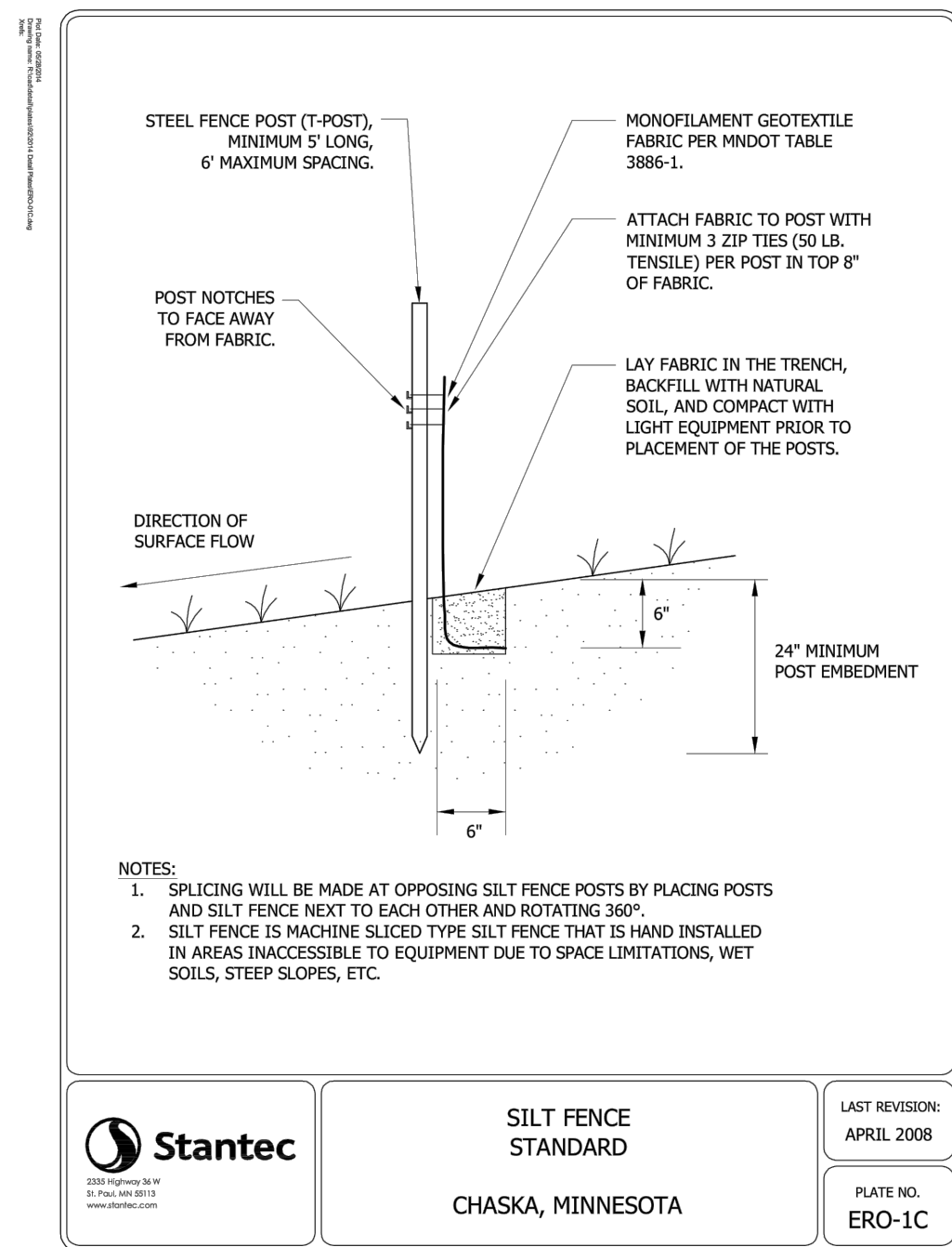
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C12

PLOTTED:
7/12/23

COMM. NO.
15311





CITATION CREEK DEVELOPMENT

CHASKA, MINNESOTA

STRUCTURES INC.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE _____

DATE: 07/12/2023 LICENSE NO. 57224

REVISION LOG

[illegible]

CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED: BJF	DRAWN: JPR	CHECKED BY: BJF
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DRAWING TITLE

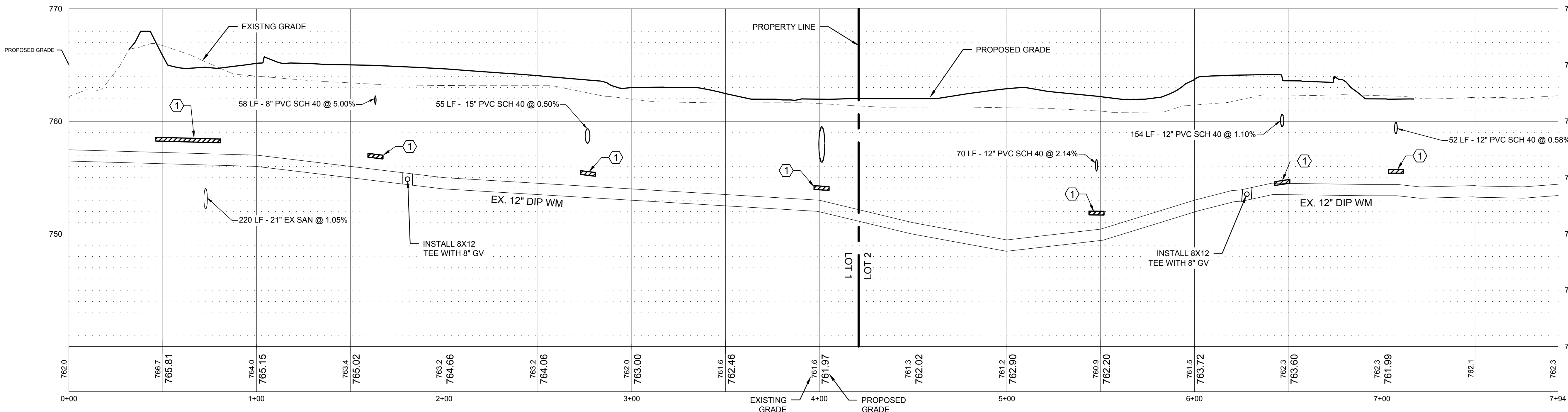
CIVIL SITE
DETAILS 2

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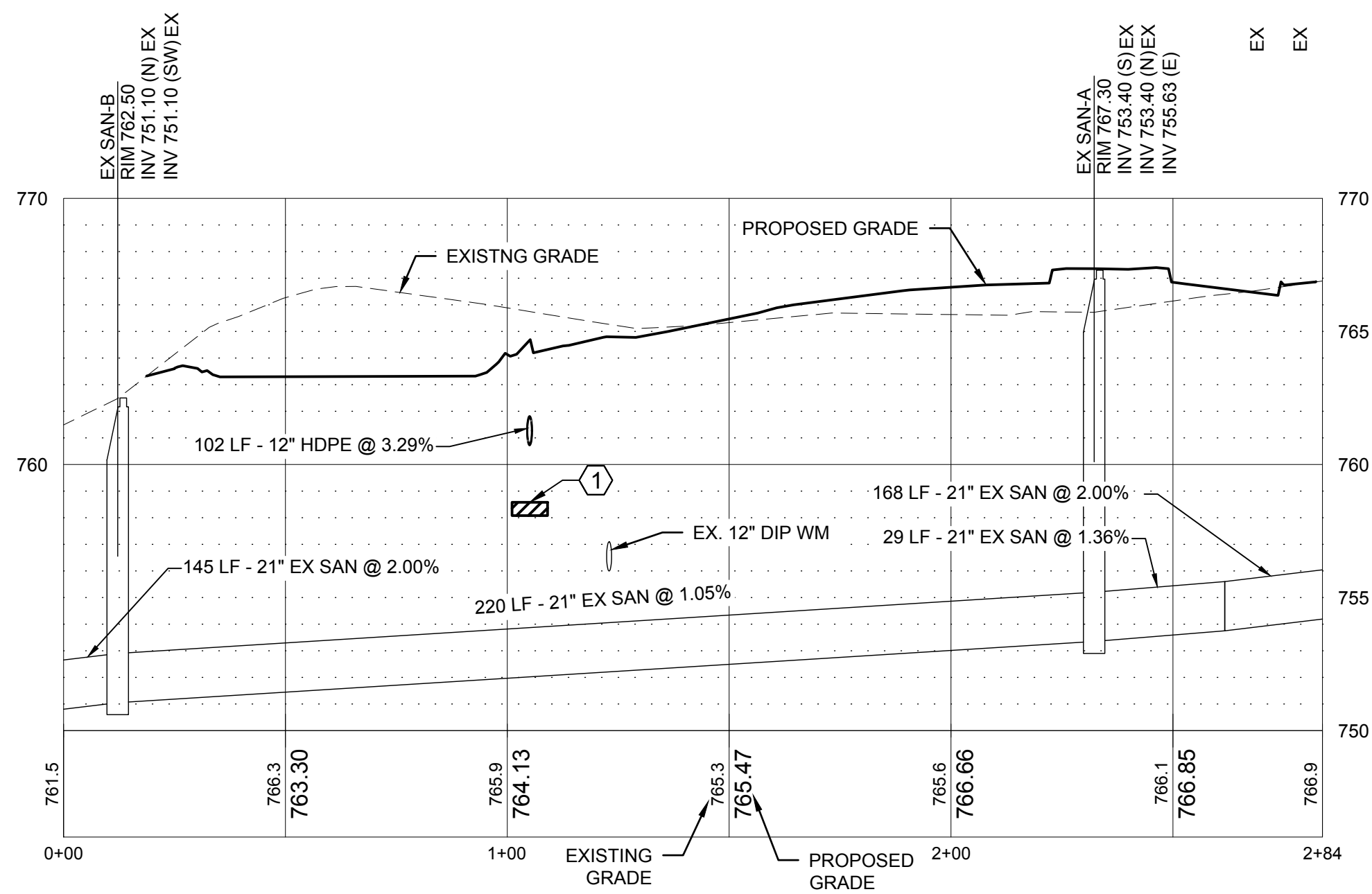
C13

PLOTTED: 7/12/23	COMM. NO. 15311
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Jul 12, 2023 - 10:43am BField
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1 PLAN VIEW - EXISTING 12" WATERMAIN
SCALE: HORIZONTAL 1" = 30' VERTICAL 1" = 5'



2 PROFILE VIEW - EXISTING 21" SANITARY SEWER
SCALE: HORIZONTAL 1" = 30' VERTICAL 1" = 5'

KEY NOTES

- 1 INSTALL RIGID POLYSTYRENE INSULATION AT ALL PROPOSED PIPE CROSSINGS OVER EXISTING WATERMAIN. INSULATION TO BE 4" MINIMUM AND TO BE CENTERED ON PIPE EXTENDING 4' IN EACH DIRECTION. GEN-8/C12



ANDERSON

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Anderson Engineering of Minnesota, LLC

CITATION CREEK DEVELOPMENT

CHASKA, MINNESOTA

STRUCTURES INC.

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PRINT NAME: BRIAN J. FIELD, PE

SIGNATURE: *Brian J. Field*

DATE: 07/12/2023 LICENSE NO. 57224

REVISION LOG

NO.	DATE	DESCRIPTION OF REVISIONS
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CONSTRUCTION DOCUMENTS JULY 12, 2023

DESIGNED:	DRAWN:	CHECKED BY:
BJF	JPD	BJF

DRAWING TITLE

EXISTING SANITARY
& WATERMAIN
PROFILES

DRAWING NO.

C15

PLOTTED: 7/12/23	COMM. NO. 15311
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CONIFEROUS TREES		CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL/HT	SHRUBS		CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	
		PTL	5	THE LIMEY NORWAY SPRUCE PICEA ABIES 'THE LIMEY'	B&B	6' HT.			RAG	19	GRO-LOW FRAGRANT SUMAC RHUS AROMATICA 'GRO-LOW'	CONT.	5 GAL.	
		PGL	5	WHITE SPRUCE PICEA GLAUCA	B&B	6' HT.			SJA	21	JAPANESE SPIREA SPIRAEA JAPONICA 'ANTHONY WATERER'	CONT.	5 GAL.	
DECIDUOUS TREES		CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL/HT		TMT	17	TAUNTON YEW TAXUS X MEDIA 'TAUNTONII'	CONT.	5 GAL.		
	AFJ	5	AUTUMN BLAZE MAPLE ACER X FREEMANII 'JEFFSRED'	B&B	2 - 1/2" CAL.		TOH	6	HOLMSTRUP ARBORVITAE THUJA OCCIDENTALIS 'HOLMSTRUP'	CONT.	5 GAL.			
	COC	1	COMMON HACKBERRY CELTIS OCCIDENTALIS	B&B	2 - 1/2" CAL.			TOL	36	LITTLE GIANT ARBORVITAE THUJA OCCIDENTALIS 'LITTLE GIANT'	CONT.	5 GAL.		
		GTH	3	NORTHERN ACCLAIM HONEY LOCUST GLEDTISIA TRIACANTHOS INERMIS 'HARVE' TM	B&B			2 - 1/2" CAL.						
ORNAMENTAL TREES		CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL/HT		ORNAMENTAL GRASS		CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
	CAW	5	GOLDEN SHADOWS DOGWOOD CORNUS ALTERNIFOLIA 'W. STACKMAN'	B&B	2" CAL.		AGB	34	BLACKHAWKS BIG BLUESTEM ANDROPOGON GERARDII 'BLACKHAWKS'	CONT.	5 GAL.			
							CKF	15	FEATHER REED GRASS CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	CONT.	1 GAL.			
SHRUBS		CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE		SSO	25	STANDING OVATION LITTLE BLUESTEM SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION'	CONT.	1 GAL.		
	CAB	2	IVORY HALO® DOGWOOD CORNUS ALBA 'BALIHALO'	CONT.	5 GAL.		SNU	23	INDIAN GRASS SORGHASTRUM NUTANS	CONT.	5 GAL.			
	HAA	3	ANNABELLE SMOOTH HYDRANGEA HYDRANGEA ARBORESCENS 'ANNABELLE'	CONT.	1 GAL.			SHE	24	PRAIRIE DROPSDEE SPOROBOLUS HETEROLEPIS	CONT.	3 GAL.		
	JSG	10	SEA GREEN JUNIPER JUNIPERUS CHINENSIS 'SEA GREEN'	CONT.	5 GAL.									
	JDA	19	BLUEBERRY DELIGHT® JUNIPER JUNIPERUS COMMUNIS DEPRESSA 'AMIDAK'	CONT.	5 GAL.		PERENNIALS		CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE	
							NFW	13	WALKERS LOW CATMINT NEPETA X FAASSENII 'WALKERS LOW'	CONT.	1 GAL.			

STRUCTURES INC. - THREE LOT SPLIT
ZONE: L-1 LIMITED INDUSTRY / GI GENERAL INDUSTRIAL

SITE DATA / LOT DIMENSIONS: 15.28.070

- LOT 1: 7,392 SF 1-STORY BLDG
- LOT 2: 7,392 SF 1-STORY BLDG

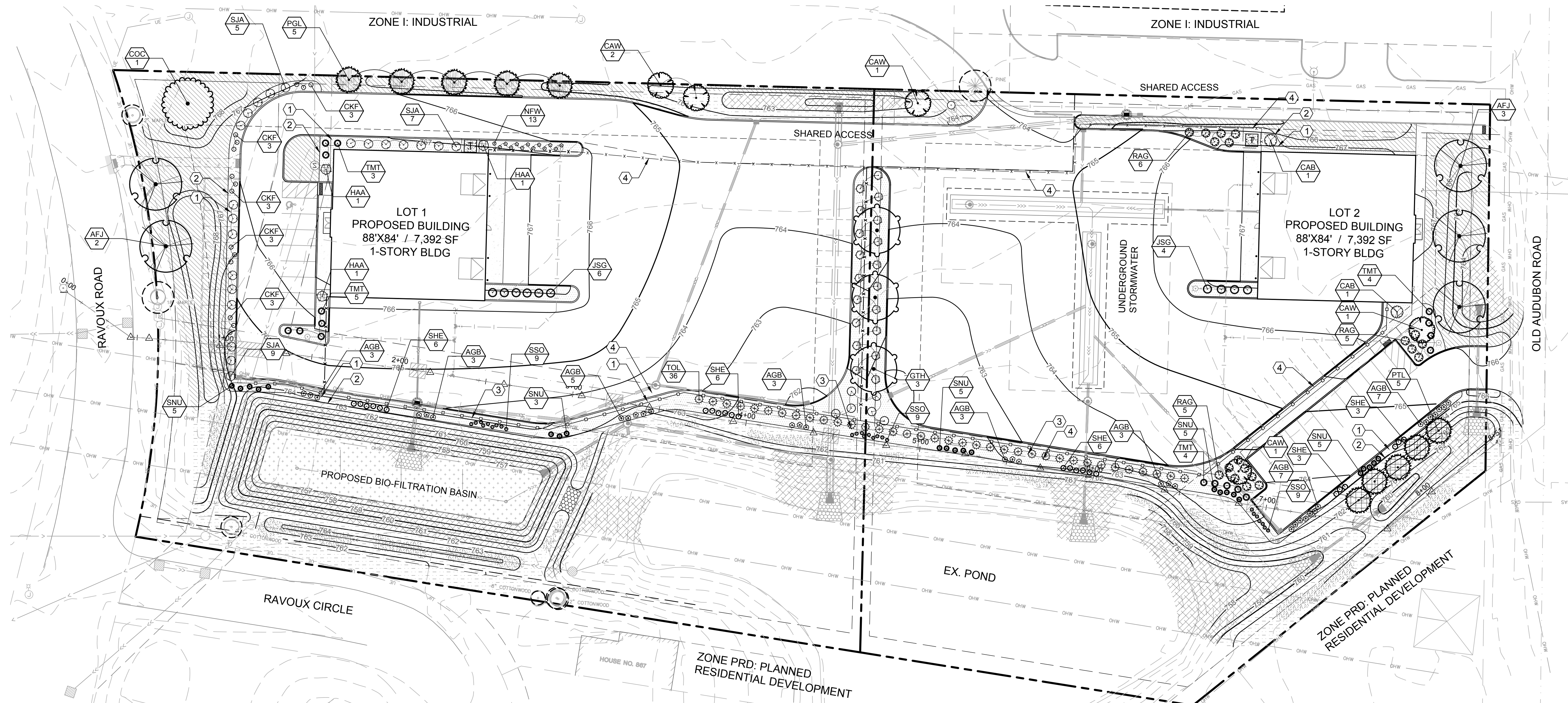
CITY CODE	MIN. REQUIRED	PROVIDED
TOTAL STREET TREES REQUIRED: STREET TREES SHALL NOT BE LESS THAN 40' APART WITH A MIN. OF (1) PER LOT.	1 PER 40' LF PUBLIC STREET (5 TREES)	5 TREES
TOTAL OVERSTORY TREES REQUIRED:		
LOT 1 7,392 BLDG SF /320± 23.1 23.1 AT 2.5 CALIPER INCHES (70%) = 16.17 = 16 16 CAL. IN. / 2.5 = 6.4 = 6 TREES AT 2.5 CAL INCHES	6 TREES (16 CAL. IN.)	6 TREES
LOT 2 7,392 BLDG SF /320± 23.1 23.1 AT 2.5 CALIPER INCHES (70%) = 16.17 = 16 16 CAL. IN. / 2.5 = 6.4 = 6 TREES AT 2.5 CAL INCHES	6 TREES (16 CAL. IN.)	8 TREES
TOTAL UNDERSTORY TREES REQUIRED: 15 x .25 = 3.75 = 4	4 TREES	4 TREES
TOTAL NUMBER OF SHRUBS REQUIRED: 15 x 2.5 = 37.5 = 40 ADJOINING A RESIDENTIAL, PUBLIC USE OR PUBLIC STREET REQUIRES SCREENING.	70 + + RESIDENTIAL & STREET SCREENING	40 DECIDUOUS SHRUBS 112 EVERGREEN SHRUBS 120 ORNAMENTAL GRASSES

TREE CREDITS: 15.28.070 (E.) (3.)

- CREDIT FOR EXISTING TREES: SITES CONTAINING SIGNIFICANT EXISTING TREES WHICH WILL BE RETAINED MAY BE GIVEN A CREDIT AGAINST THE CALIPER INCH REQUIREMENTS LISTED ABOVE.
- THE AMOUNT OF CREDIT WILL BE BASED UPON LOCATION AND SIZE AS DETERMINED BY THE COMMUNITY DEVELOPMENT DEPARTMENT. CREDIT SHALL NOT BE GIVEN FOR DEAD, DISEASED OR DAMAGED TREES.

	PROPERTY LIMITS
	CONSTRUCTION LIMITS
	NEW SOD WITH IRRIGATION
	NEW STORMWATER SEED MIX MNDOT 33-261
	NEW PRAIRIE NATIVE SEED MIX #1 MNDOT 35-221
	NEW STORMWATER BASIN SEED MIX #2 MNDOT 33-262
	NEW PRAIRIE NATIVE SEED MIX #3 MNDOT 35-241
	3" DEEP, 1-1/2" WASHED RIVER ROCK MULCH OVER FABRIC
	NEW LANDSCAPE EDGER
	SEE NOTES L3
	NEW PRIVACY FENCING
	NEW SECURITY FENCING

1. ALL PLANTINGS SHALL RECEIVE IRRIGATION
(SEE L3 FOR IRRIGATION NOTES)
2. REFER TO PLAN SHEET L2 FOR SODDING, SEEDING, FERTILIZER AND
TOPSOIL NOTES
3. ALL LANDSCAPING DISTURBED BEYOND THE NEW PLANTINGS SHALL BE
REPLACED IN KIND.
4. PRIVACY FENCING SHALL BE OPAQUE PRIVACY FENCING. SEE CIVIL
PLANS FOR MORE INFORMATION.



1 PLANTING PLAN

SCALE: 1" = 30' (22 x 34 PLAN SHEET)



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Anderson Engineering of Minnesota, LLC

CITATION CREEK DEVELOPMENT

CHASKA, MINNESOTA

STRUCTURES INC.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: CURT H. CLAEYS, PLA

SIGNATURE: Carl H. Olson

DATE: 07/12/2023 LICENSE NO. 45613

REVISION LOG

[illegible]

CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED: CHC	DRAWN: JAF	CHECKED BY: CHC
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DRAWING TITLE

PLANTING PLAN

DRAWING NO.

L2

PLOTTED: 7/12/23	COMM. NO. 15311
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LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO BECOME COMPLETELY FAMILIAR WITH SITE CONDITIONS.

ALL ROUGHING AND FINISH GRADING TO BE DONE BY OTHERS.

NO PLANTING SHALL BE INSTALLED UNTIL ALL GRADING, BUILDING, CONSTRUCTION, UTILITY WORK & IRRIGATION (IF APPLICABLE) HAS BEEN COMPLETED IN THE AREAS TO BE PLANTED.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ALL UNDERGROUND CABLES, CONDUITS, WIRES, ETC., ON THE PROPERTY.

IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER OF PLANTS SHOWN IN THE PLANT LIST, THE NUMBER OF PLANTS SHOWN ON THE PLAN WILL TAKE PRECEDENCE.

ALL PROPOSED PLANT MATERIAL SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLAN. IF THE CONTRACTOR BELIEVES AN ERROR HAS BEEN MADE REGARDING SPACING OR LOCATION OF THE PLANT MATERIAL INDICATED ON THE PLAN, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF THE PLANT MATERIAL (WATERING, SPRAYING, FERTILIZING, MOWING, ETC.) UNTIL THE WORK HAS BEEN ACCEPTED, BY THE OWNER.

THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS TO PROPERTY DAMAGE FROM PLANTING OPERATIONS AT NO COST TO THE OWNER.

ALL NEWLY PLANTED PLANT MATERIAL SHALL BE GUARANTEED THROUGH ONE CALENDAR YEAR STARTING FROM THE DATE OF ACCEPTANCE ESTABLISHED BY THE OWNER.

THE CONTRACTOR SHALL MEET WITH THE OWNER OR OWNERS REPRESENTATIVE ON SITE WHEN THEY FEEL THE PROJECT IS COMPLETE ACCORDING TO THE CONTRACT DOCUMENTS. IF ALL WORK IS SATISFACTORY AND COMPLETE ACCORDING TO THE CONDITIONS OF THE CONTRACT DOCUMENTS, THEN THE OWNER MUST DECLARE THE PROJECT COMPLETE. THIS DECLARATION WILL CONSTITUTE AS THE BEGINNING OF THE ONE (1) YEAR WARRANTY PERIOD FOR ALL PLANT MATERIAL. THE OWNER SHALL PROVIDE A LETTER WITH SIGNATURE STATING THE DATE OF ACCEPTANCE. WIND BURN OR OTHERWISE DAMAGED PLANT MATERIAL WILL NOT BE ACCEPTED.

CONTRACTOR CAN SUBSTITUTE MACHINE MOVED MATERIAL USING APPROPRIATE SIZE TREE SPADE FOR B & B WITH OWNER APPROVAL.

THE PRACTICE OF STAKING SHOULD NOT ALLOW NAILS, SCREWS, WIRES, ETC. TO PENETRATE THE OUTER SURFACE OF THE TREES.

14. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF ALL TREE STAKES, GUYS, STRAPS AND TRUNK PROTECTION MEASURES FOLLOWING THE COMPLETION OF THE WARRANTY PERIOD OR AS DIRECTED BY THE OWNER.

15. LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE THE OWNER WITH MAINTENANCE INFORMATION DURING THE GUARANTEE PERIOD RELATING TO WATERING, FERTILIZING, PRUNING, PEST CONTROL, AND RELATED ITEMS. THIS WILL BE PREPARED AND DELIVERED TO THE OWNER AFTER PROVISIONAL INSPECTION APPROVAL HAS BEEN GIVEN BY THE OWNER AND/OR LANDSCAPE ARCHITECT.

16. INSTALL CORRUGATED PLASTIC TREE GUARDS, WHITE IN COLOR, WITH THE SIZE OF TUBE 1" DIA. (MIN.) LARGER THAN THE CALIPER OF THE TREE TO BE PROTECTED.

17. CONTRACTOR TO FURNISH & INSTALL METAL EDGING AS SHOWN ON THE PLANS. DETAILS: METAL EDGING SHALL BE ALUMINUM OR STEEL, BLACK IN COLOR, WITH A MINIMUM THICKNESS OF 1/8" AND 4" DEEP. INSTALL 1 METAL STAKE EVERY 3-1/2 FEET OF EDGING.

18. LANDSCAPE FABRIC (FILTER MAT) TO HAVE A COMBINED WEIGHT OF 4.5-5.5 OZ. PER S.Y. FABRIC SHOULD BE U.V. STABILIZED AND HAVE A FIVE YEAR MINIMUM WEATHERABILITY FACTOR IN FULL SUNLIGHT. FABRIC TO BE PHILLIPS DUON R OR EQUIVALENT. SAMPLE REQUIRED FOR APPROVAL.

19. 3" DEPTH SHREDED HARDWOOD MULCH SHALL BE INSTALLED UNDER ALL TREES AND SHRUBS THAT ARE ISOLATED FROM GROUND COVER AREAS AND GENERAL SHRUB MASSES.

20. 3" DEPTH OF 1" TO 1-1/2" WASHED RIVER ROCK SHALL BE INSTALLED OVER LANDSCAPED FABRIC AS INDICATED ON THE PANS & DETAILS.

21. FOR BALLED & BURLAP PLANT MATERIAL, REMOVE THE TOP HALF OF THE BURLAP FROM THE ROOT BALL. WIRE CAGES, STRAPS, ETC. SHALL BE REMOVED FROM THE TOP HALF OF THE ROOTBALL BEFORE INSTALLATION.

22. ALL CONTAINER MATERIAL SHALL HAVE BEEN GROWN IN CONTAINER FOR A MINIMUM OF 6 MONTHS PRIOR TO INSTALLATION.

23. SHRUBS SHALL BE PLANTED A MINIMUM OF ONE HALF THEIR ON-CENTER SPACING FROM PAVING EDGE UNLESS OTHERWISE NOTED.

24. DECIDUOUS SHRUBS SHALL HAVE MINIMUM OF FIVE (5) CANES AT SPECIFIED HEIGHT UNLESS OTHERWISE NOTED IN PLANT SCHEDULE.

25. LANDSCAPE CONTRACTOR SHALL PROVIDE AND INSTALL NURSERY GROWN PLANT MATERIAL CONFORMING TO THE REQUIREMENTS AND RECOMMENDATIONS OF THE LATEST EDITION OF ANSI Z60.1 STANDARDS UNLESS OTHERWISE NOTED IN THE PLANS OR SPECIFICATIONS.



1. PRIOR TO CONSTRUCTION, VERIFY WITH THE GENERAL CONTRACTOR AND ALL LOCAL UTILITY COMPANIES TO LOCATE EXACT LOCATIONS OF UNDERGROUND UTILITIES.
2. THE IRRIGATION SHALL BE DESIGN/BUILD SYSTEM BY THE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SPECIFICATIONS AS PART OF THE SCOPE OF WORK WHEN BIDDING. THESE SHALL BE APPROVED BY THE OWNER PRIOR TO ORDER AND/OR INSTALLATION.
3. VALVE AND CIRCUITS SHALL BE SEPARATED BASED ON WATER USE, SO THAT TURF AREAS ARE WATERED SEPARATELY FROM SHRUB AND GROUND COVER AREAS. IRRIGATION HEADS IN TURF AREAS SHALL BE VALVED SEPARATELY FROM SHRUB AND GROUND COVER AREAS. IT IS RECOMMENDED THAT FULL SUN AND SHADY AREAS TO BE VALVED SEPARATELY AS WELL AS HIGH RUN-OFF AND LOW RUN-OFF AREAS TO BE VALVED SEPARATELY.
4. CONFIRM LIMITS OF IRRIGATION, EXISTING AND FUTURE HARDSCAPE AND BUILDING LOCATIONS PRIOR TO THE DESIGN OF THE IRRIGATION SYSTEM.
5. CONTRACTOR SHALL VERIFY WATER SOURCE LOCATION AND PRESSURE AND SUPPLY A SYSTEM THAT PROVIDES FULL AND COMPLETE COVERAGE TO ALL AREAS TO BE IRRIGATED.
6. SYSTEM SHOULD BE DESIGNED TO OPERATE AT UP TO 300 GPM @ 90 PSI TO COMPLETE WATER SCHEDULES WITHIN 12-HOURS MAXIMUM.
7. RAIN SENSORS AND OTHER WATER SAVING TECHNOLOGIES SHALL BE INCLUDED WITHIN THE IRRIGATION DESIGN.
8. PROVIDE THE OWNER WITH AN OPERATING SCHEDULE THAT WORKS WITH THE APPROVED LAYOUT PLAN AND IDENTIFY ANY FIELD ADJUSTMENTS PRIOR TO PROJECT COMPLETION.
11. LOCATE VALVE BOXES AWAY FROM ROAD/CURB SO THEY ARE LESS VISUAL WHERE APPLICABLE.
12. DO NOT TRENCH THROUGH THE ROOT BALLS OF NEW PLANTINGS.
13. AVOID OVER-SPRAY ONTO ROADS, SIDEWALKS, SIGNS AND PARKING AREAS. SLOPE SHALL BE DETERMINED ON SITE BY THE IRRIGATION INSTALLER TO PROVIDE THE MAXIMUM COVERAGE POSSIBLE. CAREFULLY ADJUST THE ARCS AND RADIUS OF EACH SPRINKLER TO PROVIDE HEAD-TO-HEAD COVERAGE.
14. WITHIN EXTREME SLOPED AREAS:
 - 14.1. INSTALL STATIONS SEPARATELY FOR TOP AND BOTTOM OF SLOPED AREAS
 - 14.2. INSTALL LATERAL PIPES PARALLEL TO SLOPE
 - 14.3. IF SLOPE IS TOO EXTREME FOR MACHINERY, INSTALL LATERAL PIPES SAFELY AND TEE-FEED INDIVIDUAL SPRINKLERS VIA DOWNHILL PIPING PERPENDICULAR TO FEED LINE
15. MAINLINE PIPING BENEATH TRAFFIC AREAS SHALL BE INSTALLED WITH A MINIMUM EARTH COVER OF 30-INCHES FROM BOTTOM OF ROAD SUB-GRADE AND CONTAIN SLEEVES NOT LESS THAN TWO NOMINAL DIMENSIONS GREATER THAN THE PIPE PASSING THROUGH.
16. IRRIGATION INSTALLER SHALL FURNISH AND INSTALL SLEEVE MATERIAL UNDER ALL ROADWAYS, WALKS AND DRIVEWAYS WHERE NECESSARY
17. TOP OF MAINLINES SHALL BE AT LEAST 30-INCHES BELOW GRADE IN TURF AREAS.
18. TOP OF LATERAL LINES SHALL BE AT LEAST 18-INCHES BELOW GRADE.
19. MAINLINE PRESSURE PIPE FITTINGS 3-INCHES AND LARGER SHALL BE PUSH ON GASKET JOINED AND SHALL HAVE MECHANICAL JOINT RESTRAINTS. MAINLINE PRESSURE PIPE FITTINGS 2.5-INCHES AND SMALLER SHALL BE GLUED AND SHALL HAVE CONCRETE THRUST BLOCKS AT FITTINGS THAT COMPRISE CHANGE IN DIRECTION.
20. OTHERS SHALL FURNISH, INSTALL AND BRING 24-INCHES ABOVE GRADE A MUNICIPAL POTABLE STUB FOR IRRIGATION, COORDINATE WITH GENERAL CONTRACTOR.
21. INSTALLER IS RESPONSIBLE FOR FURNISHING AND INSTALLING THE BACKFLOW PREVENTOR, WATER METER AND BOOSTER PUMP, IF APPLICABLE.
22. IRRIGATION CONTROL WIRE SHALL BE DIGITAL TWO-WIRE, UL LISTED FOR DIRECT BURIAL.
23. SCHEDULE AND PROGRAM CONTROLLER AND VALVES FOR APPROPRIATE LANDSCAPE WATER REQUIREMENTS
24. CONNECT ALL ELECTRICAL WIRING IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES INCLUDING:
 - 24.1. ALL LOW VOLTAGE IRRIGATION CONTROL WIRE SHALL BE INSTALLED WITH THE MAINLINE PIPE WHERE POSSIBLE
 - 24.2. DO NOT LOOP THE LOW VOLTAGE IRRIGATION CONTROL WIRE PATH.
 - 24.3. SNAKE WIRE AT BOTTOM OF TRENCH BENEATH MAINLINE.
 - 24.4. PROVIDE 18-INCH OF SLACK CONTROL WIRE AT ALL CHANGES IN DIRECTION.
 - 24.5. PROVIDE 24-INCH OF SLACK CONTROL WIRE AT EACH REMOTE CONTROL VALVE COILED INSIDE VALVE BOX.
 - 24.6. ALL WIRE SPLICES SHALL BE WATERTIGHT CONNECTORS AND CONTAINED IN VALVE BOX.
 - 24.7. ALL WIRING BENEATH HARDSCAPES SHALL BE CONTAINED IN SLEEVING, SEPARATE FROM PIPING. ELECTRICAL SLEEVES ARE TO BE IDENTIFIED APPROPRIATELY FOR EASE OF WIRE INSTALLATION AND REPAIR.
 - 24.8. ALL WIRING SHALL BE IDENTIFIED AT EACH END TO PROVIDE INDICATION AS TO WHICH LOCATION THE WIRE IS CONNECTED.
 - 24.9. GROUNDING PER MANUFACTURER'S RECOMMENDATION OR LOCAL ELECTRICAL CODE.



1. ALL PLANTINGS SHALL RECEIVE FERTILIZER AS FOLLOWS:
 - 1.1. SUMMER AND FALL PLANTING: 0-20-20 GRANULAR (IN SAUCER AROUND PLANT AT THE RATE OF 12 OZ. PER 2-3" CAL. TREE & 6 OZ. PER SHRUB)
 - 1.2. SPRING PLANTING: 10-10-10 GRANULAR (APPLY ABOVE REFERENCED FERTILIZER AT A RATE OF 12 OZ. PER 1-1/2" CAL. TREE OR LARGER & 6 OZ. PER SHRUB & PERENNIAL.)
2. ALL PLANTINGS SHALL RECEIVE AN AMENDED SOIL MIX CONSISTING OF THREE (3) PARTS:
 - 2.1. 45% APPROVED TOPSOIL (ONE SITE PREFERRED)
 - 2.2. 45% ORGANIC MATTER (TYPE 1 SPHAGNUM PEAT MOSS FINELY DIVIDED WITH A PH OF 3.1 - 5.0)
 - 2.3. 10% SAND (FINE CLEAN MASONRY SAND)
3. AREAS CONFINED TO A MASS PLANTING AREA (PLANTING BED) SHALL RECEIVE THE AMENDED SOIL MIX AT MIN. 12" DEPTH THROUGHOUT THE PLANTING AREA. AMENDED SOIL MIX SHALL BE MIXED THOROUGHLY AND INSTALLED IN 6" LIFTS.
4. AREAS TO RECEIVE SOD OR SEED SHALL HAVE A 6" MINIMUM DEPTH OF TOPSOIL. TOPSOIL SHALL PROVIDE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY CLUMPS, BRUSH WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONE LARGER THAN 1" IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
5. SOD SHALL BE HIGHLAND SOD, 30" X 100' ROLLS PREFERRED WHERE APPROPRIATE, TO BE LAIN PARALLEL WITH THE CONTOURS AND HAVE STAGGERED JOINTS. ON SLOPES STEEPER THAN 3:1 OR DRAINAGE SWALES, THE SOD SHALL BE STAKED INTO THE GROUND, SCARIFY THE EXISTING GRASSES WITH FIELD CULTIVATOR PRIOR TO PLACING OF TOPSOIL AND FINISH GRADING FOR SOD. IMMEDIATELY PRIOR TO PLACING SOD, CONTRACTOR SHALL APPLY 10-6-4 FERTILIZER AT THE RATE OF 10 POUNDS PER 1000 SQ. FT.
6. ALL AREAS SPECIFIED AS "NEW STORMWATER SEED MIX MNDOT 33-261" AND/OR "MNDOT 33-262" TO BE SEED PER MNDOT RECOMMENDED APPLICATION RATES AND METHODS. "MNDOT 33-261" AND/OR "MNDOT 33-262" APPROVED EQUAL IS A BASIS OF DESIGN. CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL NEEDS TO ESTABLISH VIGOROUS GROWTH PER MNDOT 2014 SEEDING MANUAL STANDARDS.
7. ALL AREAS SPECIFIED AS "NEW PRAIRIE NATIVE SEED MIX #1 MNDOT 35-221" TO BE SEED PER MNDOT RECOMMENDED APPLICATION RATES AND METHODS. "MNDOT 33-221" OR APPROVED EQUAL IS A BASIS OF DESIGN. CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL NEEDS TO ESTABLISH VIGOROUS GROWTH PER MNDOT 2014 SEEDING MANUAL STANDARDS.
7. ALL AREAS SPECIFIED AS "NEW PRAIRIE NATIVE SEED MIX #2 MNDOT 35-241" TO BE SEED PER MNDOT RECOMMENDED APPLICATION RATES AND METHODS. "MNDOT 33-241" OR APPROVED EQUAL IS A BASIS OF DESIGN. CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL NEEDS TO ESTABLISH VIGOROUS GROWTH PER MNDOT 2014 SEEDING MANUAL STANDARDS.



CHASKA, MINNESOTA

STRUCTURES INC.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: CURT H. CLAEYS, PLA

SIGNATURE: Carl H. Olson

DATE: 07/12/2023 LICENSE NO. 45613

REVISION LOG

[illegible]

CONSTRUCTION DOCUMENTS
JULY 12, 2023

DESIGNED: CHC	DRAWN: JAF	CHECKED BY: CHC
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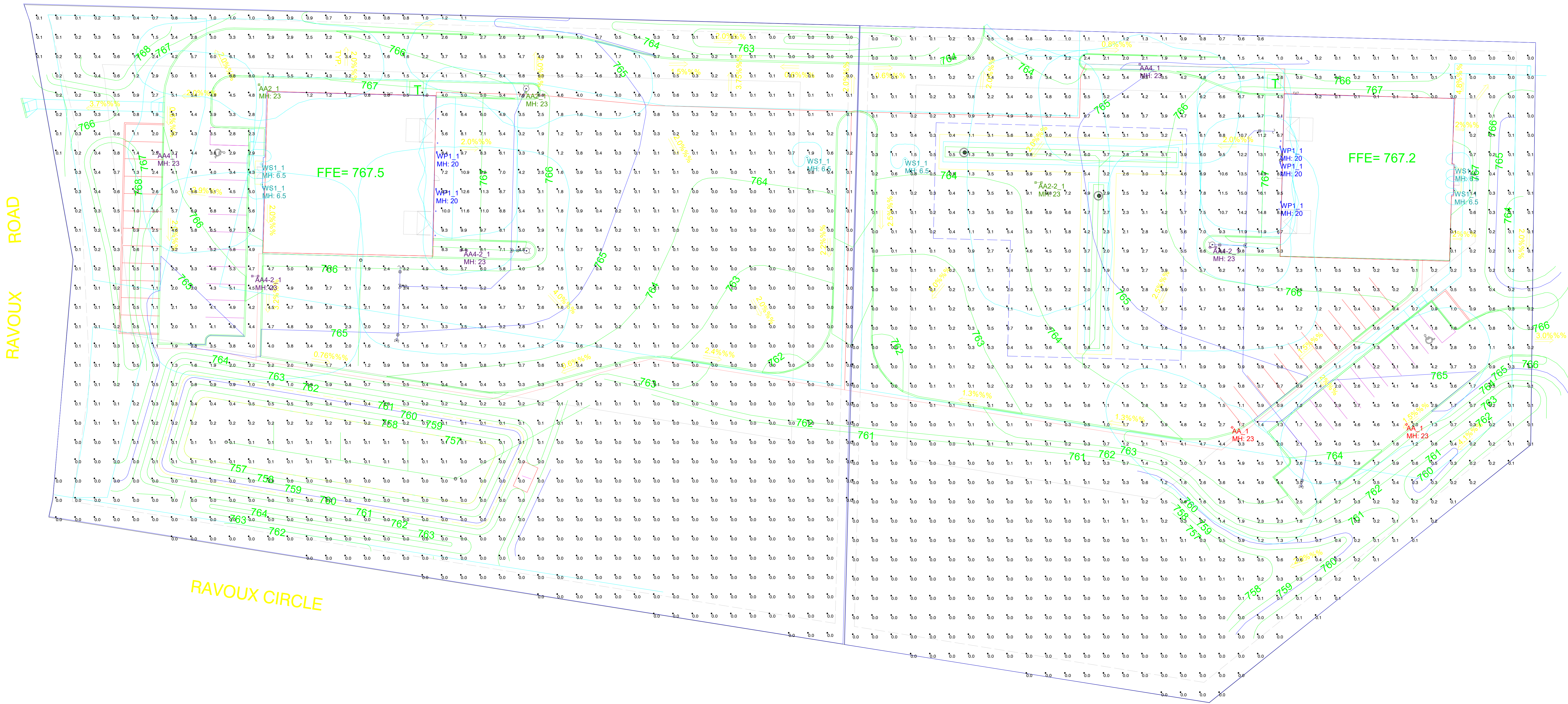
DRAWING TITLE

PLANTING NOTES & DETAILS

DRAWING NO.

L3

PLOTTED: 7/12/23	COMM. NO. 15311
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Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
LOT 1_Planar	Illuminance	Fc	1.23	12.6	0.0	N.A.	N.A.
LOT 2_Planar	Illuminance	Fc	1.63	16.1	0.0	N.A.	N.A.

1. Lighting Reflectance of 80/50/20 used unless noted otherwise
2. Interior calc points shown at 30" A.F.F. unless noted otherwise
3. Exterior calc points shown at grade unless noted otherwise
4. Emergency egress calc points shown at 0" A.F.F.
5. Photometric drawings are for Design purposes only, not for Construction documents

Luminaire Schedule							
Symbol	Qty	Label	Manufacturer	Description	Arrangement	Lum. Lumens	Lum. Watts
	2	AA_1		VP-2-320L-145-4K7-3	Single	21761	150
	5	WP1_1		RWL2-160L-115-4K7-4-U	Single	14979	109.8
	3	AA4-2_1		VP-2-320L-145-4K7-4W	Back-Back	21357	150
	6	WS1_1		BEGA 24506 BRZ K3	Single	1814	22
	2	AA2_1		VP-2-320L-145-4K7-2	Single	21536	150
	1	AA2-2_1		VP-2-320L-145-4K7-2	Back-Back	21536	150
	2	AA4_1		VP-2-320L-145-4K7-4W	Single	21357	150



CHASKA, MINNESOTA

STRUCTURES INC.

NO.	DATE	DESCRIPTION OF REVISIONS
1	3-15-23	TWO LOT LAYOUT

[illegible]

BID DOCUMENTS
MARCH 24, 2023

DESIGNED: BJF	DRAWN: JPD	CHECKED: BJF
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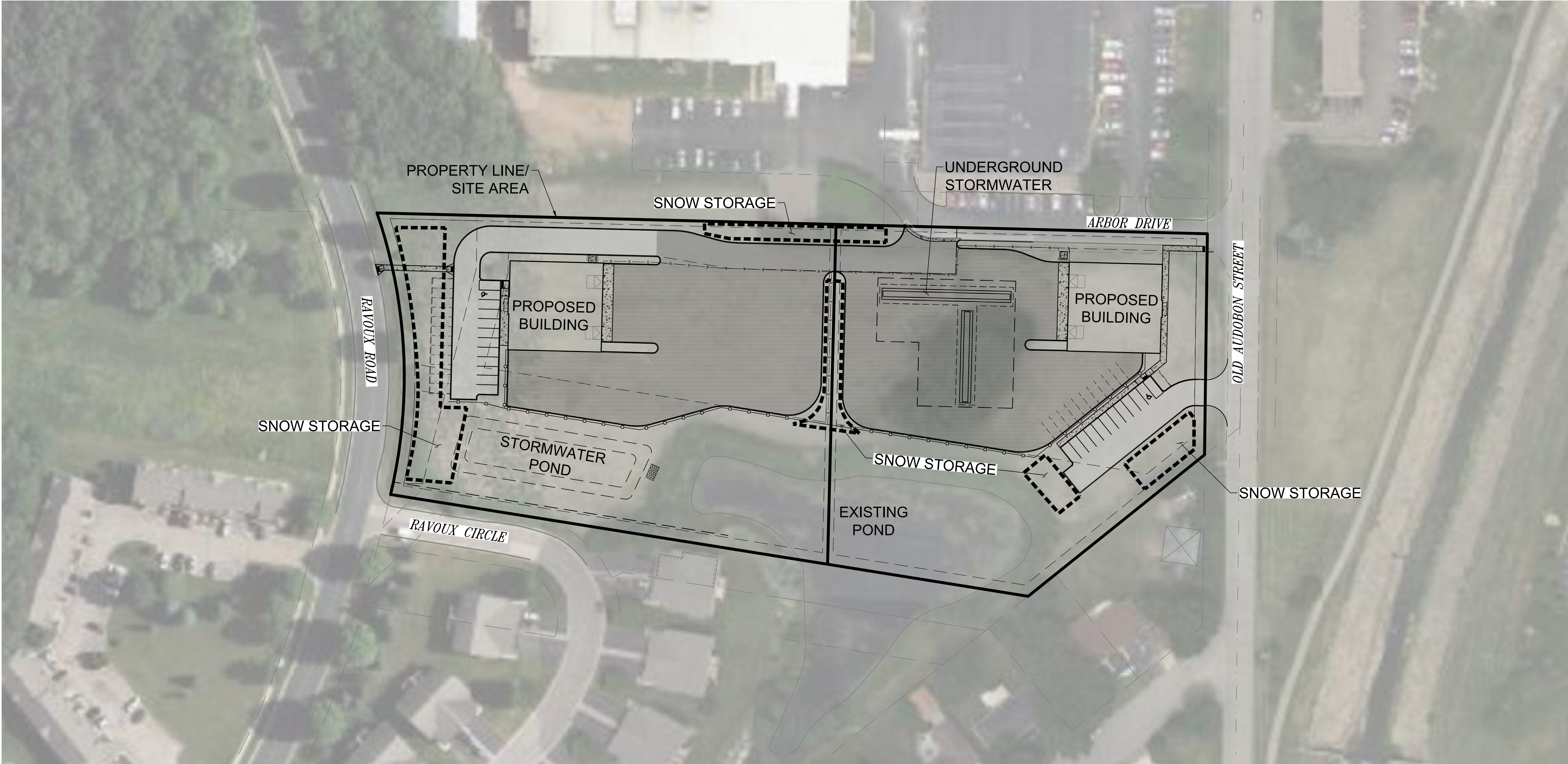
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SNOW STORAGE EXHIBIT

DRAWING NO.

E3

PLOTTED: 3/29/23	COMM. NO 15311
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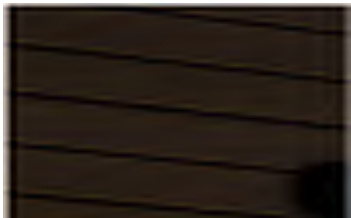
Mar 29, 2023 - 4:15pm
daminga
Y:\15300115311 HTG-STRUCTURES INC-CHASKA MN\000 Structures Lot Split 2022\07 Civil\01 CAD files\01 SHEETS\15311_C_SNOW EXHIBIT AERIAL.dwg
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OPTION 1



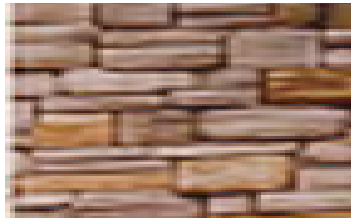
MODULAR BRICK



METAL PANEL



ARCHITECTURALLY TEXTURED
PRECAST INSULATED WALL PANEL



MANUFACTURED STONE



HTG
architects

1010 Mainstreet, Suite 100
Hopkins, MN. 55343
Tel: 952.278.8880

STRUCTURES INC.
THREE LOT SPLIT

CHASKA, MINNESOTA

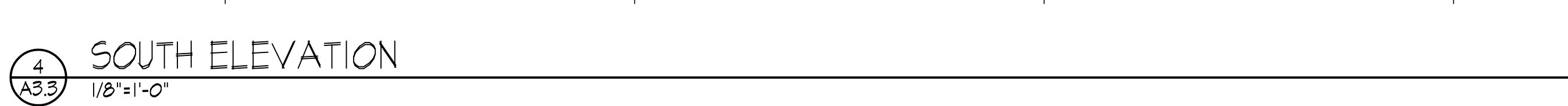
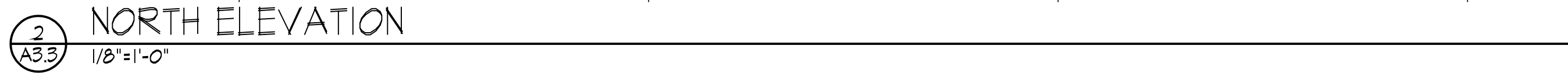
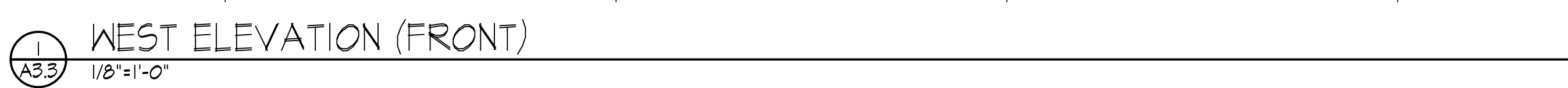
[illegible]

A

EXTERIOR ELEVATIONS BUILDING 'A'

DRAWN BY: AAM CHECKED BY: TRM

A3.1

The logo for HTG architects features the letters 'HTG' in a large, bold, black sans-serif font. A thick, grey, curved line sweeps from the bottom left, under the 'H' and 'T', and extends towards the right, passing behind the 'G'. Below the 'HTG' and the curve, the word 'architects' is written in a smaller, black, lowercase sans-serif font.

1010 Mainstreet, Suite 100
Hopkins, MN. 55343
Tel: 952.278.8880

STRUCTURES INC.
THREE LOT SPLIT

[illegible]

A

A3.3

Page 119 of 25

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
8/21/2023**

Subject: Temporary On-Sale Intoxicating License for Chaska Rotary Foundation

Prepared By: Denise Beebe, Senior Clerk

The Chaska Rotary Foundation has made application for a 1-day Temporary On-Sale Intoxicating License which will allow them to serve wine and strong beer at the first Chaska Cares Music Festival, Saturday, October 7, 2023.

This is a joint effort between the Rotary and City of Chaska, Chaska Cares program, to raise funds for a Merical League field and universal playground, allowing children of all abilities to play.

City Council approval is required for the application.

The applicant has provided the required paperwork and paid the requisite fee of \$50.

Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to approve Temporary On-Sale Intoxicating License TW 23.06 for the Chaska Rotary Foundation, that allows them to serve intoxicating beverages at Chaska Cares Music Festival, on Saturday, October 7, 2023.

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/21/2023

Subject: **Items Related to the Funding of the Creek Road Trunk Sewer Project**

Prepared By: Elise Durbin, Assistant City Administrator

Background

For many years, a trunk sewer extension has been planned in order to support the rapidly developing industrial and residential uses in southwest Chaska. Phase one is underway, and the second phase, which includes one mile of trunk sewer, a regional trail and reconstruction of a portion of the existing roadway, is planned to start later this fall and be finished in 2024 (highlighted on the attached exhibit). In June, the Council approved the construction documents and authorized the solicitation of bids.

Bids

Bids for the project were received and opened on August 17, 2023. Staff is currently reviewing these bids and anticipate bringing this item back to the September 11, 2023 meeting.

Funding

In addition to local sources of funding for the project, the city was able to obtain two grants for the project:

- \$2,000,000 from Congressionally Directed Spending (Federal grant)
- \$500,000 from Transportation Economic Development Infrastructure (State grant)

Congressionally Directed Spending

In 2022, the city applied for Congressionally Directed Spending funds through our Congressional representatives in Washington, D.C. Later that year, the project was selected for funding. Since that time, while design on the project was happening, staff has been working through the federal process required to access the funds.

The majority of the process is now complete, with just the final steps in the environmental review finishing up. All parts of the process are expected to be completed on August 30, 2023, and once this is completed, then the project is eligible to incur funds so long as there is a signed agreement.

Staff recommends the Council approve the Community Project Funding agreement between the city and the Department of Housing and Urban Development (the federal agency administering the grant).

Transportation Economic Development Infrastructure

The State of Minnesota Department of Employment and Economic Development administers the Transportation Economic Development Infrastructure (TEDI) program to support road and public infrastructure projects that help to create jobs and economic development. In 2021, the city applied for and was awarded \$512,400 for the Creek Road trunk sewer project.

In order to access the funds, the council must adopt a resolution showing that the project is fully funded and execute a grant agreement with the state. Staff recommends adopting the resolution and executing the grant agreement.

CITY COUNCIL ACTION REQUESTED

There are several actions requested of the Council:

1. Motion to approve the agreement between the Department of Housing and Urban Development and the City of Chaska for Community Project Funding and authorize the City Administrator to execute the agreement.
2. Motion to adopt Resolution No. 2023-70 acknowledging the commitment of funds for the Creek Road Trunk Sewer Project and authorizing the Mayor and City Administrator to execute any agreements for the TEDI funding.

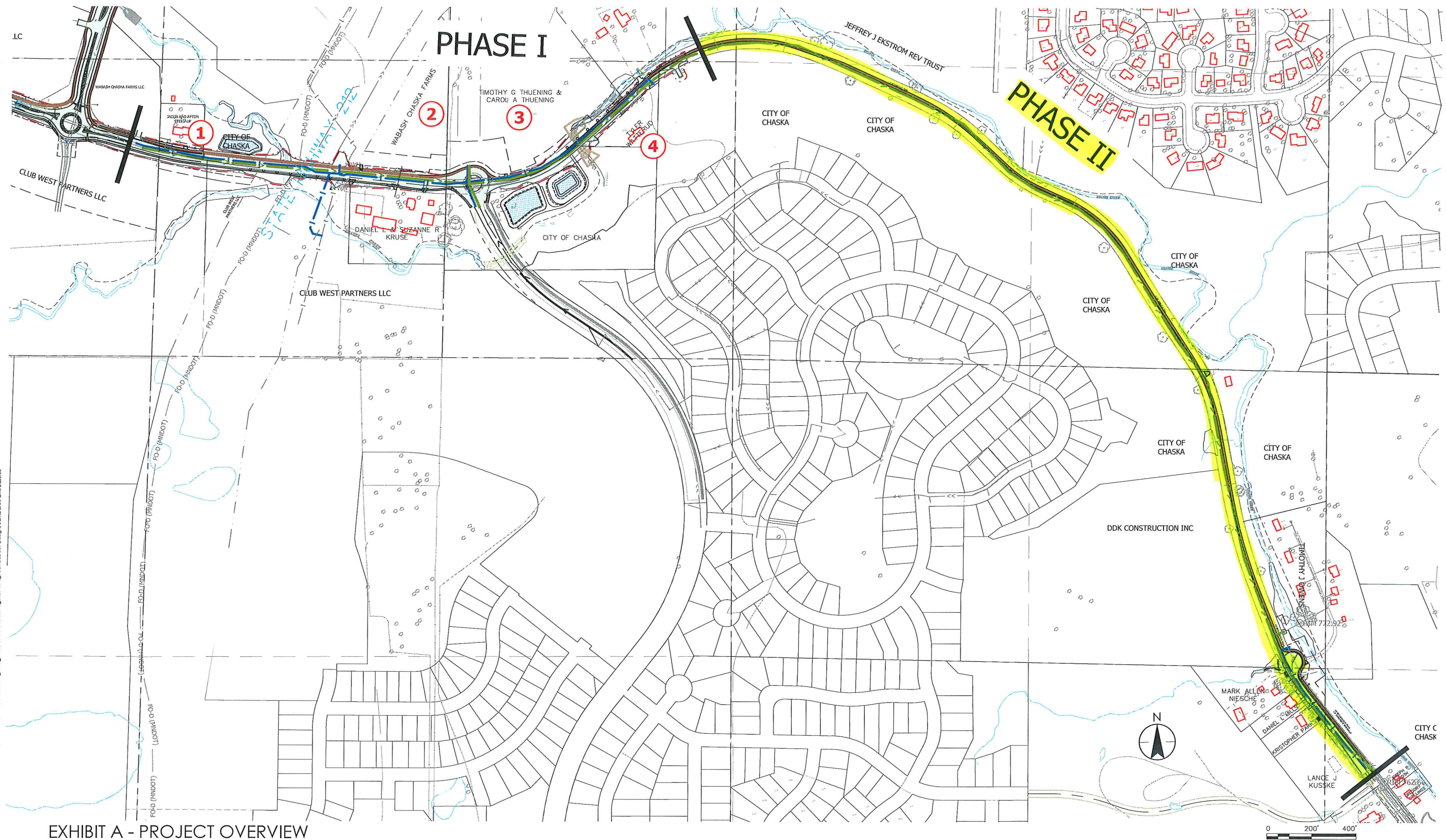


EXHIBIT A - PROJECT OVERVIEW

CHASKA, MINNESOTA

CREEK ROAD TRUNK SEWER EXTENSION STREET AND UTILITY IMPROVEMENTS - PHASE 4

FIGURE F-1

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-MN-0493**

Grantee Name: City of Chaska, MN

Grantee Address: One City Hall Plaza Chaska, MN 55318

Grantee's Unique Entity Identifier (UEI): ZJBLAG7AUM88

Grantee's Employer Identification Number (EIN) 41-6005041

Federal Award Identification Number (FAIN) B-22-CP-MN-0493

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Chaska, MN (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

the document titled “Grant Award Instructions” that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ? The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ? The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 8/21/2023 **RESOLUTION NO.** 2023-70

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

**RESOLUTION ACKNOWLEDGING COMMITMENT OF FUNDS FOR THE CREEK ROAD
TRUNK SEWER PROJECT**

WHEREAS, the City of Chaska in 2021 submitted an application to the Department of Employment and Economic Development for the Transportation Economic Development Infrastructure (TEDI) program for the Creek Road Trunk Sewer project; and

WHEREAS, on December 3, 2021, the City of Chaska was awarded \$512,400 in TEDI funds; and

WHEREAS, the design and funding for the project has now been completed and the funding has been committed; and

WHEREAS, in addition to the TEDI funding, the committed funding for the Creek Road Trunk Sewer project includes 2022 federal Community Project Funding through Congressionally Directed Spending and other local sources; and

NOW THEREFORE BE IT RESOLVED that the City of Chaska has received and committed all funding necessary to move forward with the Creek Road Trunk Sewer Project.

BE IT FURTHER RESOLVED that the Mayor and City Administrator, are hereby authorized to execute such agreements as are necessary to receive and use the TEDI funding.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August 2023.

Mark Windschitl, Mayor

Attest: _____

Chaska Deputy Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/21/2023

Subject: Establish a Public Hearing to Consider Approval of the Proposed 2024 Operating Plan and Budget and Imposition of Service Charges for the Chaska Downtown Special Services District (SSD)

Prepared By: Elise Durbin, Assistant City Administrator

Background

In 2014, the Chaska Downtown Business Alliance worked with the City Council to create a Special Service District (SSD) in the downtown area. This SSD began operations in January 2015 and has provided services since that time. An SSD allows property owners in a commercial district to collectively impose service charges on themselves each year to create a pool of funds. All the funds are directed back to the District to support enhanced services and/or special amenities. These enhanced services and special amenities are over and above what the City ordinarily provides. Service charges are only imposed upon commercial properties, or the commercial portion of a property in the case of a mixed-use property, within the District. In the past, the funds have gone to marketing and promotion of businesses, promotional events, district operations and communications, administration and business recruitment and retention.

By agreement, the Chaska Downtown Business Alliance is responsible annually to:

- 1) prepare an annual Operating Plan;
- 2) provide and manage all services within the District in accordance with the Operating Plan;
- 3) prepare and submit an annual report; and
- 4) implement various operational and financial transparency measures.

The Operating Plan shall include:

- A description of the proposed services;
- A proposed annual budget;
- A proposed service charge methodology;
- A proposed map of service areas
- The proposed methods of governance and management of services.

The standards and procedures as set forth in Minnesota Statute 428A have been met to proceed with the public hearing. At the October 2, 2023 public hearing the City Council will be asked to review and approve the proposed SSD 2024 operating plan and impose the proposed 2024 service charges.

CITY COUNCIL ACTION REQUESTED

Motion to set the public hearing for October 2, 2023, to review and approve the proposed SSD 2024 operating plan, budget, and service charges and direct staff to give notice of the public hearing.

REQUEST FOR ACTION CHASKA CITY COUNCIL 08/21/2023

Subject: Single Family Home & Driveway — Rezoning & Variance Request to Deviate from the Setback from Steep Slopes (Section 15.28.100.C)

Applicant: Linda Carlson

Location: West of Chaska Blvd, and south of Ensconced Woods

Case No.: 2023-18

Synopsis: Applicant is requesting the approval of a rezoning and variance request to deviate from the steep slope setback in order to build a single-family home and driveway

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution No. 2023-69 and Ordinance No. 1036

Background

Linda Carlson has owned approximately 45 acres off of Big Woods Boulevard, which spanned north and south of the ravine. 15 acres were situated north of the ravine, which was recently developed into single-family residential known as Ensconced Woods (Final Plat approved in June 2022). On that 15 acres is where Linda's former homestead used to sit, but was subsequently torn down with the development. The 30 acres south of the ravine were retained by Linda for future development and an area for her next homestead. The 30 acres to the south of the ravine are situated between two 15-acre parcels. The west 15-acre parcel will be primarily connected into the development known as Rivertown Heights 2nd Addition off of Brooks Drive. The east 15-acre parcel is where Linda would like to locate her new home.



Existing Conditions

The property is approximately 15 acres in size and is primarily wooded. A high-level plateau with thin tree cover exists on the northeast portion of the parcel, which is being chosen as the location for Linda's new home. The location of the wooded steep slopes align the entire north, east, southeastern and west edges of the property.

Also on the east side of the parcel is an excavated area that is accessed from the Schram Haus property. While under ownership of Carver County, the County excavated and graded this portion of the site for exporting sanding material, which resultingly expanded the bluff conditions further into the Carlson property. When the Carlson's took ownership of the land in 1987, they allowed the City and Carver County to use the excavated area for a practice shooting range. The shooting range was discontinued a number of years ago before the Schram Haus building was purchased by a private owner and converted to a brewery. In recent years, the City and Carver County completed the cleanup work for this area associated with the shooting range.



Land Use

The property is currently zoned Open (O) and is guided in the Comprehensive Plan as Low Density Residential. The proposal to add a single-family home on this lot is consistent with the Comprehensive Plan. The property is also located in the MUSA (Municipal Urban Service Area), which requires hookup to City sewer and water. This proposal includes municipal connections.

Because the property is zoned Open (O) it is required to be rezoned in order to be built on. The proposal this evening includes a rezoning of the property to PRD-81 which is the same zoning as Ensconced Woods.

DETAILS OF THE REQUEST

The applicant, Linda Carlson, is requesting a Rezoning and Variance to construct a single-family home and driveway on her property. The rezoning request would change the property's zoning district from Open (O) to PRD-81. The variance request includes a deviation for the driveway to encroach into the wooded steep slopes and its 30 foot no-grade/no mow setback (Section 15.28.100.C).

Because of the location of the parcel and the topographical challenges around the site, the driveway is proposing to be temporarily accessed from the Schram Haus property to the east of

the property. This temporary access would connect into Chaska Boulevard from the Schram Haus property. Schram Haus will be granting a temporary access easement to Linda Carlson to access her property. They have also granted a utility easement so that water and sewer can be serviced to Carlson's property. When development occurs on the Lano property and the remaining area of the Carlson's lot, the permanent vehicular access to Linda's home would come internally from the surrounding development. A concept plan has been provided that shows how the homestead would fit into a future development plan.

VARIANCE FACTS

Minnesota State Statutes Chapter 462.357, Subdivision 6, (2), requires that: "Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems." *Each of the factors listed in the above definition must be satisfied in order to grant a variance.*

The State Statute, which identifies the "practical difficulties" standard, supersedes the City's ordinance pertaining to Variances Section 15.08.080, which retains the outdated "Undue Hardship" standard in granting variances. As required by State law, the "Practical Difficulties" standard will apply to this request.

For reference "Undue hardship" meant *the property in question cannot be put to a reasonable use if used under conditions required by the official controls.*

"Practical Difficulties" means *the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

In order for a variance to be granted, the applicant must show how they meet the following:

- Conditions that create a *practical difficulty*, (see definition above) that would prohibit reasonable development without a Variance;
- Conditions on the property that create a *practical difficulty*, that are not present on similar sized lots in the same area and zoning district; and
- Relationships with abutting property that will not be adversely affected by the Variance, or alter the essential character of the locality.

In addition to the above 3 factors, the following are some of the questions Staff asks with each variance request to understand the need for the variance.

- The variance shall not impair the health, safety, comfort and general welfare of the public?

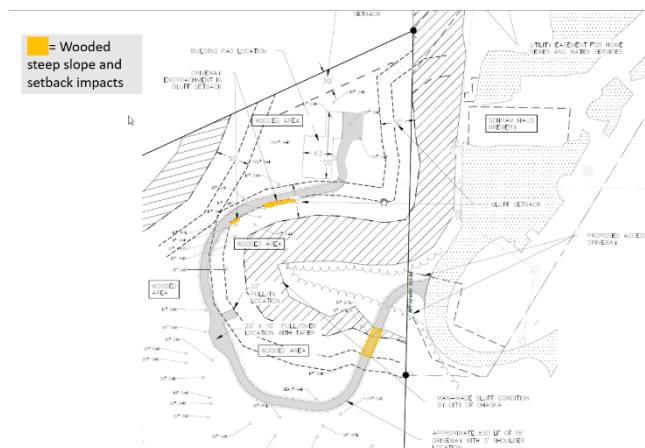
- The variance shall not be contrary to the intent and purpose of the Comprehensive Plan, Official Map or any ordinances of the City?
- Variances shall not allow a use in a district that is not otherwise allowed?
- The variance should not be greater than necessary to accomplish the landowner's objective?
- Are there alternative locations, development concepts or space requirements that would reduce or eliminate the request?
- The variance, if granted, would not alter the essential character of the locality (neighborhood)?
- Conforming to City Code, the property could not be put to a "reasonable" use?
- The variance would improve an existing non-conforming condition.
- The variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood?
- Are there unique characteristics to the property itself (not the applicant's personal use of the property) that prevent compliance with the code?

STAFF EVALUATION

The applicant is requesting a variance from zoning regulations that establish preservation over wooded steep slopes and a 30 foot no grade/no mow setback (Section 15.28.100.C). Section 15.28.100.C states:

"Setback From Steep Slopes. Wooded land with an eighteen (18) percent slope or greater shall be preserved in its natural state for environmental value, particularly to deter soil erosion on the steep slopes/ravines and protect natural wildlife habitat areas. In addition, buildings (except for residential decks as regulated in CZO 15.12.200 paragraph J) and parking shall be set back at least fifty (50) feet from the edge of the eighteen (18) percent slope and a thirty (30) foot "no-grade/mow" zone provided for adjacent to the edge of the eighteen (18) percent slope for purposes of erosion control. The point of measurement shall be where slopes of eighteen (18) percent or greater exist. No building or structures shall be constructed on wooded slopes of eighteen (18) percent or more in grade."

The applicant is proposing to construct a single-family home and driveway on their property. The proposal includes the driveway encroaching into an area of wooded steep slope and a couple areas where the 30 foot no-grade/no mow setback applies.



Applicant's Statement

The applicant states that approximately 275 feet of the proposed driveway is proposed to encroach into the wooded steep slope setback. The wooded steep slopes exist on the north and east sides of the property with their setbacks overlapping, making it impossible to provide access to the northernmost portion of the property where Mrs. Carlson's home is to be located. This location was chosen as the homesite due to its high-level ground, plateau elevation, and thinned tree cover. The proposed house is proposed to sit outside of the steep slopes and will be in compliance with the steep slope setbacks. The steep slopes that are present on the north of the site are considered natural whereas the slopes on the east of the site were manmade and created when the excavation occurred around the Carver County shooting range. The proposed driveway encroaches on the setback established by the manmade bluff, not the natural steep slopes.

The properties adjacent to the site are large tracts of land with either residential homes or commercial businesses. The proposed single-family home will not impact the use of the adjacent properties. The proposed driveway grading plan follows the existing topography of the site to provide as minimal disturbance as possible. All existing drainage patterns have been followed in the design negating any impacts to the neighboring properties. The Carlson family has engaged with all their neighbors and informed them of the plans for this driveway / home building location, along with their plans for further development on the Carlson property. They have also been in contact with the adjacent Schram Haus Brewery owners and have come to an informal agreement for the required easements (access and utility) required to proceed with the project. They hope to have the easements finalized in the near future.

The proposed driveway and single-family home will have no negative impact on the general public. The proposed access for the driveway will come from the adjacent Schram Haus Brewery access road creating no additional access point from a public road. The driveway location was positioned at the entrance of the old gun range to provide the least impact to the land. Without the requested variance the developable portion of property where the new residence is proposed cannot be accessed. The driveway and house location were positioned to preserve as many of the significant trees as possible. This was done through multiple site walks including City and County Staff and iterations of the plans. The driveway's vertical profile was aligned with the natural grades to reduce impacts to the terrain but not to exceed a 10% slope for safety.

Variance Standards & Staff Analysis

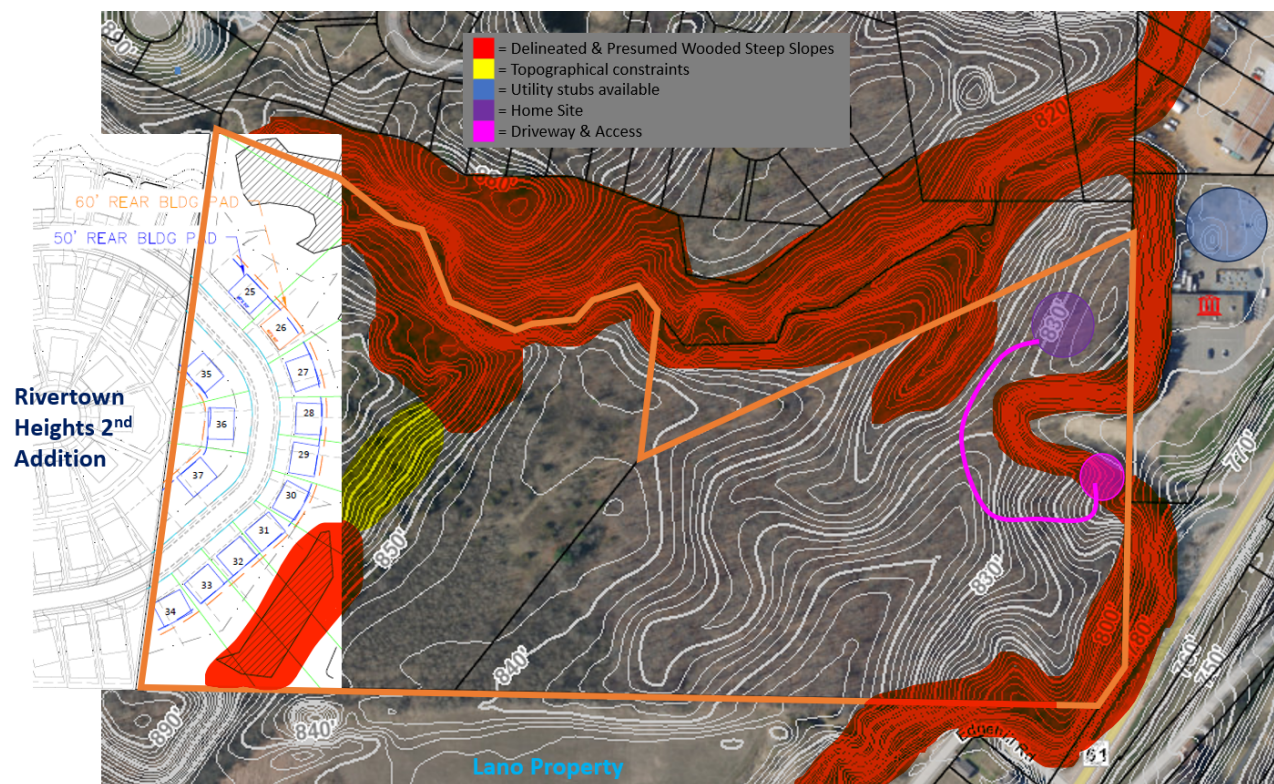
Conditions that create a practical difficulty that would prohibit reasonable development without a Variance

There are several areas on the property with wooded steep slopes that create challenges to reasonably use the property. The applicant wishes to build on this property and provide a home and driveway, which are both reasonable uses. Additionally, this property is a lot of record and can be built on as long as the property is rezoned and connects to City utilities. Both of these items will be completed with this proposal. The location of the wooded steep slopes align the entire north, east, southeastern and west edges of the property. Because of this the property does not have an alternative driveway location that would avoid impacting the

wooded steep slopes. The south side of the site abuts the Lano property but there is no road that can be connected to at this time. The applicant has evaluated the east side as the least impactful point for driveway access. Strict adherence of the wooded steep slope standards of would preclude the property from receiving driveway access. Granting the variance would allow the property to be reasonably used.

Conditions on the property that create a practical difficulty that are not present on similar sized lots in the same area and zoning district

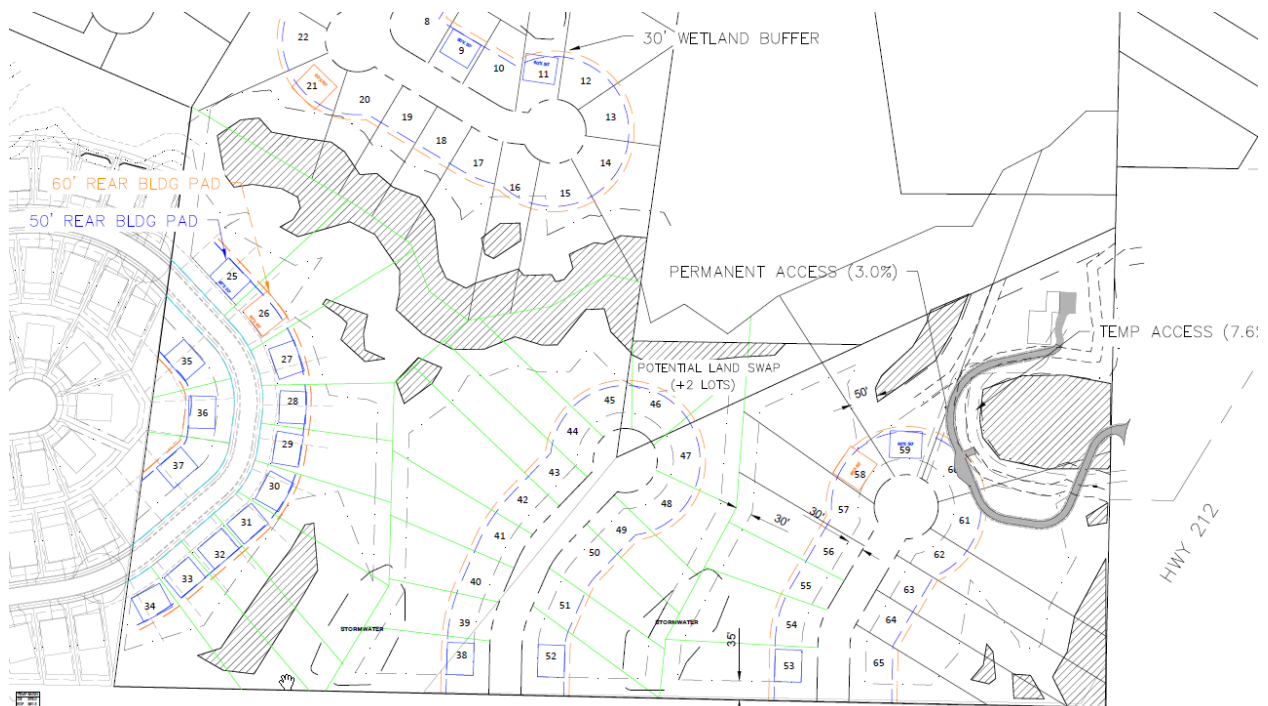
The property is encumbered by wooded steep slopes on almost all sides of the property with the exception to the south. The south side abuts the Lano property which is currently being used as a gravel pit. The Lano property has to develop in order to provide future road access to the Carlson lot, yet it is unclear how soon this will occur. The lots surrounding this property have direct points of access to adjacent roads. This property does not due to topographical constraints. The property is divided by a ravine and wooded steep slopes which make it impossible to connect in to Ensconced Woods or Rivertown Heights. The nearest and most feasible point of access would come from Schram Haus to the east, which would provide access to Chaska Boulevard. The access into Schram's property would create an impact to the wooded steep slope and its 30' setback. Locating the home site closer to Schram Haus would also give the property ability to connect into City utilities. There are also two small areas of impact near the proposed home where the driveway encroaches into the 30' no grade/no mow setback. The reasoning for these impacts is due to the pinching of the wooded steep slopes that occur in this area. The applicant is also providing a driveway route that would have the least impact on the surrounding significant trees.



Relationships with abutting property that will not be adversely affected by the Variance, or alter the essential character of the locality

The variance will not adversely affect the relationships with abutting property, or alter the essential character of the locality. The location of the home is in an obscure location that is tucked on a hill in a densely wooded area. The variance to encroach into the wooded steep slopes only includes the driveway. The home will stay out of wooded steep slopes and their setbacks. The encroachment into the wooded steep slopes and setbacks is necessary to provide a driveway to the home site. The encroachment will be located in an area that will have the least amount of impacts. The point of access was carefully selected to be in an area that appears to be a result of a man-made slope from the excavated shooting range area. There are no significant trees in this area. The driveway location will also follow a path up to the home that minimizes impacts to more significant trees and align with the topography of the site.

In addition, the access via Schram Haus is planned as a temporary access. When the Lano property and the remaining portion of the Carlson property develops the permanent access would come from the adjacent development. A concept plan has been provided to show how the site will connect into the long-term plan. It appears that the applicant is requesting a proposal that is the least invasive and will not have an adverse impact on the essential character of the locality and what is planned long-term.



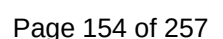
The variance shall not impair the health, safety, comfort and general welfare of the public?

The variance will not impair the health, safety, comfort and general welfare of the public. The house will be fire sprinkled. The fire department have also reviewed the driveway location and design and have concluded that it does not pose an issue for emergency access.

The 2040 Comprehensive Plan guides this property for Low Density Residential. The request for a single-family home is consistent with this guidance. Additionally, the applicant has provided a concept plan that shows how the home will fit in to the future plans for the site when it gets developed. The development of the remaining portions of the site are contingent on the Lano property developing to the south, and it is unclear the timing of when this will occur.

The variance will not allow a use in the zoning district that is not otherwise allowed.

The variance is not greater than necessary to accomplish the landowner's objective. The proposal includes a home and driveway. The location of the home and driveway would give the least invasive impact to wooded steep slopes and significant trees on site. The driveway is 16 feet in width which is significantly smaller than most driveways that are typically 24-36'. The home and driveway will impact 11 significant trees on site. The driveway is aligned to follow natural contours while also attempting to avoid more significant trees on site. The wooded steep slopes start to pinch as the driveway approaches the home site, which creates two small areas of impact to the 30' no grade/no mow setback in that area. The small impacts would bring the driveway south and away from a couple significant oak trees. In staff's opinion these impacts are minimal and helpful to preserve a few trees that are significant.



Are there alternative locations, development concepts or space requirements that would reduce or eliminate the request?

There are no alternative locations, development concepts or space requirements that would reduce or eliminate the request. Staff believes the applicant has chosen a location that will provide the least amount of impact due to its proximity to Schram Haus's property. This allows the driveway and the utility connections to have less impacts. Locating the home farther west on site would require a longer driveway and more impacts to trees. The northeast location was chosen because the home does not impact wooded steep slopes, is flatter, and has less impacts to trees because of the thinner tree cover. The two small impacts near the home could be located outside of the 30' no grade/no mow setback, however, would impact 2 significant trees on site. Staff believes these small impacts are a fair trade-off to save the 2 trees.

The variance, if granted, would not alter the essential character of the locality (neighborhood)?

The variance, if granted, would not alter the essential character of the locality (neighborhood). As stated above, the request would allow Linda Carlson to have a permanent home site within Chaska. It would also allow the property to be used in the interim before development is attainable. The property cannot develop until the Lano property to the south develops, which is unclear when that will happen. The location of the home and driveway will be in locations that will allow the property to fit into the long-term plan for the site.

Conforming to City Code, the property could not be put to a "reasonable" use?

Conforming to City Code, the property can not be put to reasonable use. As indicated in previous paragraphs, this property is a lot of record which gives it buildability as long as it is connected to City utilities and is rezoned. Each of these items will be completed with this request. Building a home and driveway on this property is a reasonable use and will give Linda Carlson a long-term home.

The variance would improve an existing non-conforming condition.

There are no non-conformities that staff are aware of.

The variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood?

The variance will not impair adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish the or impair property values within the neighborhood. The location of the home and driveway will have minimal effects on adjacent property due to its obscure location in the woods. The driveway will punch out to Schram Haus's driveway but will have minimal impacts on their operations. The applicant plans to incorporate berms on both sides of the driveway entrance to help obscure the driveway from

Schram Haus patrons. In addition, the added home will not add to the congestion on public streets. The home will be fire sprinkled and incorporate a driveway with a turnaround that can be accessed by the fire department.

FINDINGS

Staff has determined that there is practical difficulty impacting the applicant as related to the property and the applicable regulations that establish preservation of wooded steep slopes and setbacks from wooded steep slopes (Section 15.28.100.C), and therefore a variance should be granted, for the reasons stated throughout this report and summarized as follows:

1. The property in question cannot be put to a reasonable use under the current regulations and setbacks.
2. Staff feels the plight of the landowner is due to circumstances unique to their property not created by the landowner. The wooded steep slope delineations are a natural formation.
3. Staff also feels that the variance, if granted, will not alter the essential character of the area. The home and driveway are located in an area that will be fairly obscured from adjacent properties. The home and driveway are located in a logical area that will be able to fit into the long-term plan for the site when it develops.
4. There is not a reasonable alternative to the variance. The home and driveway are proposed in a location that would be less invasive on significant trees due to its close proximity to Schram Haus and the proposed temporary access. The location is also on the flattest and thinnest wood covered area of the site therefore minimizing impacts.
5. The proposed home and driveway are not greater than necessary to accomplish the landowner's objective. The home and driveway were designed to be reasonable and sensitive to its context. The home is located in an area that will not impact wooded steep slopes and its required setbacks. The driveway is smaller than typical driveway widths but will still accomplish the landowner's objective and meet Fire standards.

Rezoning

The property is currently zoned Open (O) and is requesting to be rezoned. The property will be rezoned to the same zoning district as Ensconced Woods which is PRD-81.

Deadline for Agency Action

The City of Chaska received the complete application for this request on Tuesday, July 18, 2023. Pursuant to Minnesota State Statutes the City is to act on this request by **Saturday, September 16, 2023 (60 days)**, however the City can provide the petitioner with a written letter for an additional 60-day review period for further review if so needed. This additional review period can extend to Wednesday, November 15, 2023. The City may, with the petitioner's consent, extend the review period beyond the Wednesday, November 15, 2023 date for an additional 60 days. Lastly, if the City denies the petitioners request "... it must state in writing the reasons for the denial at the time it denies the request."

PLANNING COMMISSION ACTION TAKEN 08/09/2023:

Motion to recommend approval of the major variance request to encroach into wooded steep slope and the 30 foot no grade/no mow setback (Zoning Ordinance 15.28.100.C) in the areas depicted on the site plan dated July 26, 2022, to the City Council based on the following findings and conditions of approval:

FINDINGS:

1. The property in question cannot be put to a reasonable use under the current regulations and setbacks.
2. Staff feels the plight of the landowner is due to circumstances unique to their property not created by the landowner. The wooded steep slope delineations are a natural formation.
3. Staff also feels that the variance, if granted, will not alter the essential character of the area. The home and driveway are located in an area that will be fairly obscured from adjacent properties. The home and driveway will be able to fit into the long-term plan for the site when it develops.
4. There is not a reasonable alternative to the variance. The home and driveway are proposed in a location that would be less invasive on significant trees due to its close proximity to Schram Haus and the proposed temporary access. The location is also on the flattest and thinnest wood covered area of the site therefore minimizing the impacts.
5. The proposed home and driveway are not greater than necessary to accomplish the landowner's objective. The home and driveway were designed to be reasonable and sensitive to its context. The home is located in an area that will not impact wooded steep slopes and its required setbacks. The driveway is smaller than typical driveway widths but will still accomplish the landowner's objective and meet Fire standards.

CONDITIONS OF APPROVAL:

1. Approvals shall be based on the following graphic exhibits:
 - a. Project Narrative (pgs 1-3), submitted by Alliant Engineering, dated July 18, 2023
 - b. Carlson Property – Overall Aerial, submitted by Alliant Engineering, dated May 23, 2022
 - c. Carlson Property – Site Aerial, submitted by Alliant Engineering, dated July 26, 2022
 - d. Cover Sheet, submitted by Alliant Engineering, dated July 26, 2022
 - e. Tree Survey, submitted by Alliant Engineering, undated
 - f. Site Plan, submitted by Alliant Engineering, dated July 26, 2022
 - g. Sediment and Erosion Control Plan, submitted by Alliant Engineering, dated July 26, 2022
 - h. Grading Plan, submitted by Alliant Engineering, dated July 26, 2022
 - i. Utility Plan, submitted by Alliant Engineering, dated July 26, 2022
 - j. Grading Plan with Driveway Profile, submitted by Alliant Engineering, dated July 26, 2022
 - k. Carlson Property/DR Horton Overall Site Layout, submitted by Alliant Engineering, dated June 7, 2023
 - l. Access Easement Exhibit, submitted by Alliant Engineering, dated December 22, 2022
 - m. Utility Easement Exhibit, submitted by Alliant Engineering, dated December 22, 2022
 - n. Architectural Plans (pgs 1-3)

2. Provision of a temporary access easement and utility easement to be executed and recorded prior to issuance of a building permit.
3. Coordination with the City Engineer with regard to utility connections.
4. Preservation of 18% wooded steep slopes including a 50 foot building setback and a 30 foot no grade/no mow setback from the edge in areas where variances are not granted.
5. Provision that home contains a fire suppression system as approved by the Fire Marshal.
6. At the time that future development is approved and constructed on the Carlson lot the home and driveway shall access from the local street system of such development and the temporary access easement on the Schram Haus property (3700 Chaska Boulevard) shall be dissolved.

Motion to recommend approval of the rezoning from Open (O) to Planned Residential District (PRD-81).

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2023-69 approving the major variance request to encroach into wooded steep slope and the 30 foot no grade/no mow setback (Zoning Ordinance 15.28.100.C) in the areas depicted on the site plan dated July 26, 2022 (PC #2023-18).

Motion to adopt Ordinance No. 1036 approving the rezoning from Open (O) to Planned Residential District (PRD-81).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 08/21/2023 **RESOLUTION NO.** 2023-69

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

Resolution approving the major variance request to encroach into wooded steep slope and the 30 foot no grade/no mow setback (Zoning Ordinance 15.28.100.C)/Linda Carlson/PC #2023-19

WHEREAS, the property is approximately 15 acres in size and is primarily wooded; and

WHEREAS, a high-level plateau with thin tree cover exists on the northeast portion of the parcel, which is being chosen as the location for Linda's new home; and

WHEREAS, the location of the wooded steep slopes align the entire north, east, southeastern and west edges of the property; and

WHEREAS, the property is currently zoned Open (O) and is guided in the Comprehensive Plan as Low Density Residential; and

WHEREAS, the proposal to add a single-family home on this lot is consistent with the Comprehensive Plan; and

WHEREAS, the property is also located in the MUSA (Municipal Urban Service Area), which requires hookup to City sewer and water; and

WHEREAS, this proposal includes municipal connections; and

WHEREAS, the applicant, Linda Carlson, is requesting a Rezoning and Variance to construct a single-family home and driveway on her property; and

WHEREAS, the rezoning request would change the property's zoning district from Open (O) to PRD-81; and

WHEREAS, the variance request includes a deviation for the driveway to encroach into the wooded steep slopes and its 30 foot no-grade/no mow setback (Section 15.28.100.C); and

WHEREAS, because the property is zoned Open (O) it is required to be rezoned in order to be built on; and

WHEREAS, the proposal this evening includes a rezoning of the property to PRD-81 which is the same zoning as Ensconced Woods; and

WHEREAS, because of the location of the parcel and the topographical challenges around the site, the driveway is proposing to be temporarily accessed from the Schram Haus property to the east of the property; and

WHEREAS, this temporary access would connect into Chaska Boulevard from the Schram Haus property; and

WHEREAS, Schram Haus will be granting a temporary access easement to Linda Carlson to access her property; and

WHEREAS, they have also granted a utility easement so that water and sewer can be serviced to Carlson's property; and

WHEREAS, when development occurs on the Lano property and the remaining area of the Carlson's lot, the permanent vehicular access to Linda's home would come internally from the surrounding development; and

WHEREAS, a concept plan has been provided that shows how the homestead would fit into a future development plan; and

WHEREAS, Minnesota State Statutes Chapter 462.357, Subdivision 6, (2), requires that: "Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan; and

WHEREAS, Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance; and

WHEREAS, "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems."; and

WHEREAS, each of the factors listed in the above definition must be satisfied in order to grant a variance; and

WHEREAS, the applicant is requesting a variance from zoning regulations that establish preservation over wooded steep slopes and a 30 foot no grade/no mow setback (Section 15.28.100.C). Section 15.28.100.C states:

"Setback From Steep Slopes. Wooded land with an eighteen (18) percent slope or greater shall be preserved in its natural state for environmental value, particularly to deter soil erosion on the steep slopes/ravines and protect natural wildlife habitat areas. In addition, buildings (except for residential decks as regulated in CZO 15.12.200 paragraph J) and parking shall be set back at least fifty (50) feet from the edge of the eighteen (18) percent slope and a thirty (30) foot "no-grade/mow" zone provided for adjacent to the edge of the eighteen (18) percent slope for purposes of erosion control. The point of measurement shall be where slopes of eighteen (18) percent or greater exist. No building or structures shall be constructed on wooded slopes of eighteen (18) percent or more in grade."; and

WHEREAS, the applicant is proposing to construct a single-family home and driveway on their property, which the driveway encroaching into an area of wooded steep slope and a couple areas where the 30 foot no-grade/no mow setback applies; and

WHEREAS, on August 9, 2023 the Planning Commission recommended approval to the City Council of the major variance request to encroach into wooded steep slope and the 30 foot no grade/no mow setback (Zoning Ordinance 15.28.100.C) (PC #2023-19); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the major variance request to encroach into wooded steep slope and the 30 foot no grade/no mow setback (Zoning Ordinance 15.28.100.C) (PC #2023-19), subject to the following findings and conditions:

FINDINGS:

- 1. The property in question cannot be put to a reasonable use under the current regulations and setbacks.**
- 2. Staff feels the plight of the landowner is due to circumstances unique to their property not created by the landowner. The wooded steep slope delineations are a natural formation.**
- 3. Staff also feels that the variance, if granted, will not alter the essential character of the area. The home and driveway are located in an area that will be fairly obscured from adjacent properties. The home and driveway will be able to fit into the long-term plan for the site when it develops.**
- 4. There is not a reasonable alternative to the variance. The home and driveway are proposed in a location that would be less invasive on significant trees due to its close proximity to Schram Haus and the proposed temporary access. The location is also on the flattest and thinnest wood covered area of the site therefore minimizing the impacts.**
- 5. The proposed home and driveway are not greater than necessary to accomplish the landowner's objective. The home and driveway were designed to be reasonable and sensitive to its context. The home is located in an area that will not impact wooded steep slopes and its required setbacks. The driveway is smaller than typical driveway widths but will still accomplish the landowner's objective and meet Fire standards.**

CONDITIONS OF APPROVAL:

- 1. Approvals shall be based on the following graphic exhibits:**
 - a. Project Narrative (pgs 1-3), submitted by Alliant Engineering, dated July 18, 2023**
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 - l. Access Easement Exhibit, submitted by Alliant Engineering, dated December 22, 2022**

m. Utility Easement Exhibit, submitted by Alliant Engineering, dated December 22, 2022

n. Architectural Plans (pgs 1-3)

- 2. Provision of a temporary access easement and utility easement to be executed and recorded prior to issuance of a building permit.**
- 3. Coordination with the City Engineer with regard to utility connections.**
- 4. Preservation of 18% wooded steep slopes including a 50 foot building setback and a 30 foot no grade/no mow setback from the edge in areas where variances are not granted.**
- 5. Provision that home contains a fire suppression system as approved by the Fire Marshal.**
- 6. At the time that future development is approved and constructed on the Carlson lot the home and driveway shall access from the local street system of such development and the temporary access easement on the Schram Haus property (3700 Chaska Boulevard) shall be dissolved.**
- 7. At the time future development is approved for Linda Carlson's lot, replacement vegetation and trees will be evaluated where they were removed for the temporary driveway access.**

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of August, 2023.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

CITY OF CHASKA

ORDINANCE NO. 1036

MOTION BY COUNCILMEMBER _____, SECOND BY COUNCILMEMBER _____

**AN ORDINANCE AMENDING ORDINANCE NO. 229 (ZONING ORDINANCE)
BY REZONING CERTAIN REAL ESTATE WITHIN THE CITY OF CHASKA**

THE CITY COUNCIL OF THE CITY OF CHASKA DO ORDAIN:

Section I. Rezoning. The boundaries of the Zoning District as established by Ordinance No. 229 and as shown on the Zoning Map of Chaska, Minnesota are hereby amended as follows:

The following described real estate is hereby removed from the Open (O) zoning district and rezoned to Planned Residential District No. 81 (PRD-81) for:

That part of the East Half of the West Half of Section 8, Township 115, Range 23, Carver County, Minnesota, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of South 0 degrees 18 minutes 00 seconds West along the East line of said Northwest Quarter, a distance of 2430.30 feet to the point of beginning of the tract to be described; thence continuing South 0 degrees 18 minutes 00 seconds West along said East line of the Northwest Quarter, a distance of 819.03 feet; to the Northwesterly right-of-way line of Trunk Highway No. 212; thence South 30 degrees 35 minutes 00 seconds West, along said Northwesterly right-of-way line of Trunk Highway No. 212, a distance of 81.98 feet to the north line of the South Half of the North Half of the Southwest Quarter of said Section 8; thence North 89 degrees 54 minutes 40 seconds West along said North line of the South Half of the North Half of the Southwest Quarter of Section 8, a distance of 1228.65 feet; thence North 38 degrees 14 minutes 57 seconds East, a distance of 564.26 feet; thence North 64 degrees 20 minutes 30 seconds East, a distance of 1026.71 feet to the point of beginning.

The following graphic exhibits shall serve as the general guide for development of Linda Carlson's Home:

1. Carlson Property – Overall Aerial, submitted by Alliant Engineering, dated May 23, 2022
2. Carlson Property – Site Aerial, submitted by Alliant Engineering, dated July 26, 2022
3. Cover Sheet, submitted by Alliant Engineering, dated July 26, 2022
4. Tree Survey, submitted by Alliant Engineering, undated
5. Site Plan, submitted by Alliant Engineering, dated July 26, 2022
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11. Access Easement Exhibit, submitted by Alliant Engineering, dated December 22, 2022
12. Utility Easement Exhibit, submitted by Alliant Engineering, dated December 22, 2022
13. Architectural Plans (pgs 1-3)

Section II. **PRD-81 District regulations.** Permitted uses and regulations applicable to the PRD-81 District shall be as follows:

A. Intent

The intent of PRD-81 is to create a Low Density Residential neighborhood with the following Key Elements, which is reflective of the SW Chaska Growth and Development Plan:

- Housing is predominately single-family detached houses.
- A mix of single-family detached lot sizes, housing sizes, prices and ownership styles provided.
- Large-lot, higher-priced housing opportunities are located proximate to downtown, at neighborhood edges and adjacent to natural areas.
- Block sizes and curvilinear grid street network that support a walkable residential neighborhood environment; smaller blocks near the neighborhood center with larger blocks allowed on neighborhood edges.
- Housing is oriented to streets to create an attractive and walkable residential neighborhood environment.
- Streets designed to balance walking, biking and driving needs.

B. Guiding Principles

The Guiding Principles for Neighborhoods in the SW Chaska Growth and Development Plan are as follows:

- Neighborhoods that have an identifiable center and edges.
- Neighborhoods where the most important and visible property is utilized by public gathering places (e.g. civic buildings, schools, parks, plazas).
- Neighborhoods whose size is limited by the distance from the edge to the center, generally a five to ten minute walk (1/4 to 1/2 mile radius).
- Neighborhoods that consist of an integrated network of walkable streets.
- Neighborhoods that have strong physical connections to the overall community, including the historic downtown, community facilities and parks, street network, open space and trails network.
- Neighborhoods that contain diversity in land uses, housing types, housing sizes, housing prices, and styles of ownership, thereby, providing good lifecycle and affordable housing options for residents.

C. SW Chaska Growth & Development Plan

The document entitled "SW Chaska Growth and Development Plan" shall serve as the development guide for this development.

D. Detached Single Family

The following described real estate shall be limited in its use to Detached Single Family for the legal description (Linda Carlson's Home) described as:

That part of the East Half of the West Half of Section 8, Township 115, Range 23, Carver County, Minnesota, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of South 0 degrees 18 minutes 00 seconds West along the East line of said Northwest Quarter, a distance of 2430.30 feet to the point of beginning of the tract to be described; thence continuing South 0 degrees 18 minutes 00 seconds West along said East line of the Northwest Quarter, a distance of 819.03 feet; to the Northwesterly right-of-way line of Trunk Highway No. 212; thence South 30 degrees 35 minutes 00 seconds West, along said Northwesterly right-of-way line of Trunk Highway No. 212, a distance of 81.98 feet to the

north line of the South Half of the North Half of the Southwest Quarter of said Section 8; thence North 89 degrees 54 minutes 40 seconds West along said North line of the South Half of the North Half of the Southwest Quarter of Section 8, a distance of 1228.65 feet; thence North 38 degrees 14 minutes 57 seconds East, a distance of 564.26 feet; thence North 64 degrees 20 minutes 30 seconds East, a distance of 1026.71 feet to the point of beginning.

1. Permitted Uses shall be those as found in the R1-Low Density Residence, zoning ordinance Section 15.12.050, Special uses shall be those as found in the zoning ordinance Section 15.12.050C, and Accessory uses shall be as found in the zoning ordinance Section 15.12.050D.
2. The principal building setbacks for the development shall be:
 - a. Front: 25 feet
 - b. Rear: 25 feet
 - c. Side: 5 feet
 - d. Side (corner): 15 feet
 - e. Centerline of County Road 44 (Big Woods Blvd): 125 feet
 - f. Centerline of County Road 61 (Chaska Blvd): 150 feet
3. The accessory structure setbacks for the development shall be:
 - a. Front: 25 feet
 - b. Rear: 10 feet
 - c. Side, corner: 15 feet
 - d. Side, interior: 5 feet
 - e. Centerline of County Road 44 (Big Woods Blvd): 125 feet
 - f. Centerline of County Road 61 (Chaska Blvd): 150 feet
 - g. In addition, no swimming pools or other recreational courts or appurtenant equipment shall be located in a front or side yard. Setbacks shall be measured from the impervious surfaces of such uses.
4. Preservation of wooded steep slopes, including 30-foot no grade/no mow from the wooded steep slope edge, and a 50-foot building setback from the wooded steep slope edge.

Section III. Effective Date. This Ordinance shall be in full force and effect from and after its date of passage, adoption, and publication according to law.

Passed and adopted by the City Council of the City of Chaska, Minnesota this 21st day of August, 2023.

Mark Windschitl, Mayor

Attest: _____
Deputy Clerk



Alliant Engineering, Inc.

July 18th, 2023

Ms. Elizabeth Hanson, AICP
City Planner
Chaska City Hall
Once City Hall Plaza
Chaska, MN 55318

Subject: Linda Carlson Driveway Variance

Dear Ms. Hanson:

On behalf of Linda Carlson, we request the City of Chaska to approve the driveway variance request for her property in Chaska. The PID for the proposed property is 300085900.

Introduction:

The subject property is zoned as Open Development with a low-density residential land use. The proposed use of this property is for a single family home consistent with the zoning and land use. To provide access to the proposed house location the driveway must encroach into the wooded steep slope setback. For this reason, we are requesting approval for a variance from the City ordinance to accommodate an otherwise permitted use.

Variance Considerations:

Conditions that create hardship – Appx 275 feet of the proposed driveway is proposed to encroach into the wooded steep slope setback. The wooded steep slopes exist on the west and east side of the property with their setbacks overlapping, making it impossible to provide access to the northernmost portion of the property where Mrs. Carlson's home is to be located. This location was chosen as the homesite due to its high-level ground, plateau elevation, and thinned tree cover. The proposed house is proposed to sit outside of the steep slopes and will be in compliance with the city's setbacks. The steep slopes that are present on the west of the site are a natural where the slopes on the east of the site were manmade and created by the City of Chaska. While under ownership of Carver County, the County excavated this portion of the site for exporting sanding material, expanding the bluff conditions further into the Carlson property. When the Carlson's took ownership of the land in 1987, they allowed the City and Carver County to use the excavated area for a practice shooting range. In recent years, the City and Carver County completed the cleanup work for this area associated with the shooting range. The proposed driveway encroaches on the setback established by the manmade bluff, not the natural steep slopes.

Relationship with abutting property – the properties adjacent to the site are large tracts of land with either residential homes or commercial businesses. The proposed single-family home will not impact the use of the adjacent properties. The proposed driveway grading plan follows the existing topography of the site to provide as minimal disturbance as possible. All existing drainage patterns have been followed in the design negating any impacts to the neighboring properties. The Carlson family has engaged with all their neighbors and informed them of the plans for this driveway / home building location, along with their

plans for further development on the Carlson property. They have also been in contact with the adjacent Schram Haus Brewery owners and have come to an informal agreement for the required easements (access and utility) required to proceed with the project. They hope to have the easements finalized in the near future.

Health, safety, comfort, and general welfare of the public – the proposed driveway and single-family home will have no negative impact on the general public. The proposed access for the driveway will come from the adjacent Schram Haus Brewery access road creating no additional access point from a public road. The driveway location was positioned at the entrance of the old gun range to provide the least impact to the land.

Variance request is not contrary to the intent and purpose of the Comprehensive plan, official map or any ordinance of the City – the property is guided for residential purposes and will be consistent with the proposed use.

Uniqueness – as previously stated- the variance request is for appx 275' of private driveway to be constructed within the steep slope setback to access Linda Carlson's proposed new home. The only route to access this portion of the property is through the manmade bluff setback – which was created by the City and County when the excavation of this area occurred. Without the requested variance – the developable portion of property where the new residence is proposed cannot be accessed. The driveway and house location were positioned to preserve as many of the significant trees as possible. This was done through multiple site walks including City and County Staff and iterations of the plans. The driveway's vertical profile was aligned with the natural grades to reduce impacts to the terrain but not to exceed a 10% slope for safety.

Essential Character - Variance request is not contrary to the intent and purpose of the Comprehensive plan, official map, or any ordinance of the City – the property is guided for residential purposes and will be consistent with the proposed use.

The requested variance is only for the required driveway construction needed to access the buildable area in the Northeast portion of the Carlson property. The only way to access this buildable area of the property is to construct the driveway per the plan – which requires impacting the steep slope setback area of the property. Since the adjacent property is planned for residential or currently has residential uses on it - the granting of this variance will not alter the character of the local properties.

Personal Note from Linda Carlson:

I grew up in ND with farm and country girl roots. So, living on Carver County acreage for many, many years has been a sure fit! I loved raising a family with three boys on the land and always wanted to live here forever. Values are so important, to cities and to families. One of ours was sharing. When City development began, sharing woods with other families who would raise their kids here made great sense. But when the first engineering reports were done, I looked very hard to find a spot on the land where I could build a new house to live forever. I LOVE the land that has become a part of my heart. I LOVE the idea of keeping a place for our family to be able to access the ravine that will always be near and dear to their hearts. Yes, I want them to be able to see the joys of sharing, seeing other families grow and thrive in the woods and country atmosphere. I have been a part of the City of Chaska, especially its schools and churches, for a long time and call it home. This is where I want to live.

To do all of that, I need help. I need the City of Chaska to grant the variance that will allow me to build on the bluff that overlooks the City and MN River Valley, to enjoy its eagles in flight. I need the variance

to create the drive to the site that allows me to stay “on the family land” yet see beyond. That is vision and living on family land forever is mine. I will stay a part of Chaska community and will continue giving and sharing. Being a good neighbor always makes the world a better place live, I need and appreciate support even as I support others.

Gratefully, Linda

We request the City of Chaska to approve our request for a variance on the Carlson property.

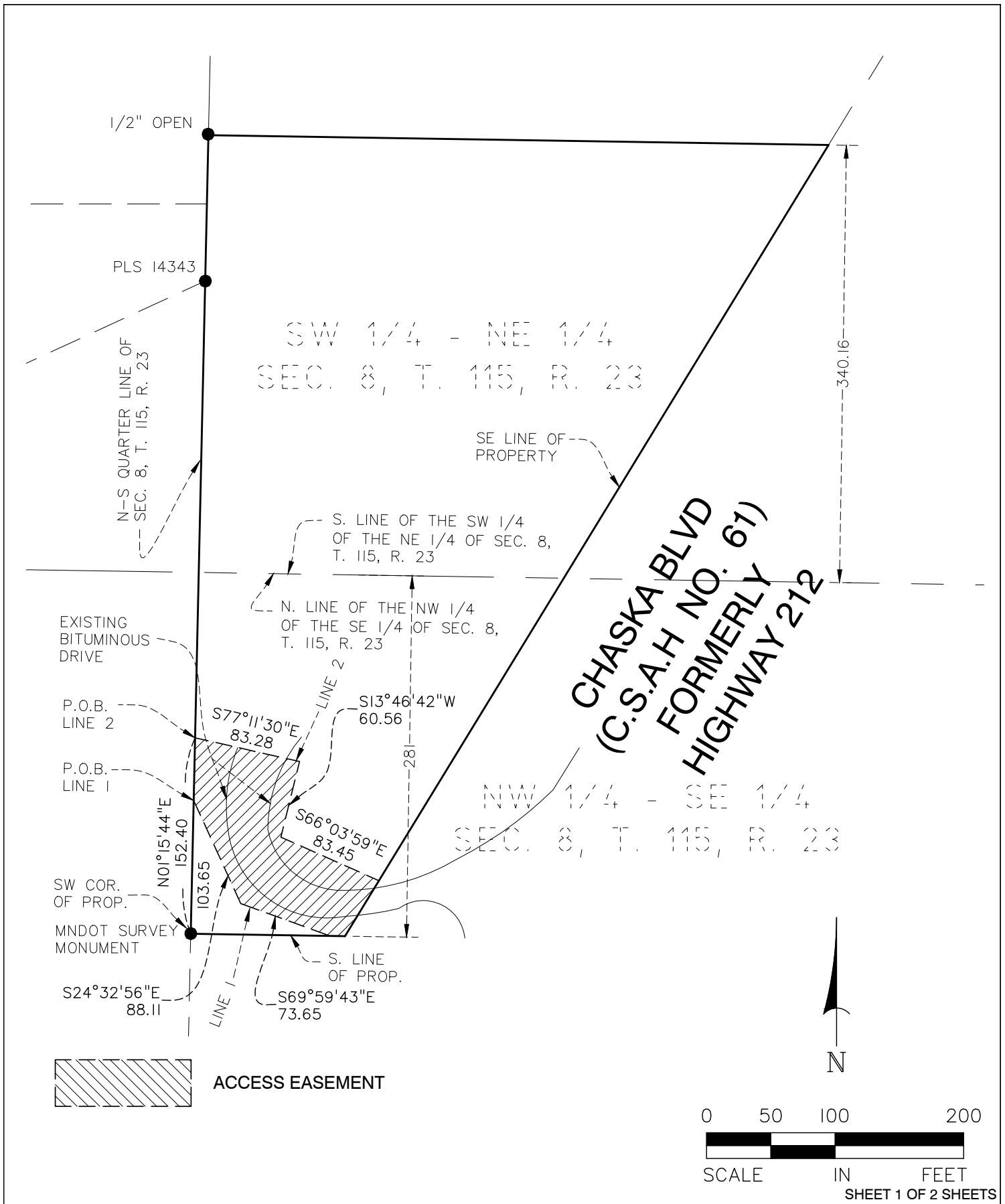
If you have any questions, please contact me at (612) 767-9327.

ALLIANT ENGINEERING

David Nash, PE
Associate

CC: Linda Carlson
Paul Reiland – Johnson Reiland Homes





Design File: 219-0037	Checked By: DPE	ACCESS EASEMENT EXHIBIT CHASKA, MINNESOTA	 Alliant Engineering, Inc. 733 Marquette Ave, Ste 700 Minneapolis, MN 55402 612.758.3080 MAIN 612.758.3099 FAX www.alliant-inc.com
Dwg Name: ACCESS EASEMENT	Drawn By: DPE		
Date: 12/22/22	Scale: 1" = 100'		

Access Easement Description

An easement for access purposes over, under, and across the following described property:

That part of the South 340.16 feet of the Southwest Quarter of the Northeast Quarter of Section 8, Township 115 North, Range 23 West of the 5th Principal Meridian, which lies northwesterly of the northwesterly right-of-way line of State Trunk Highway No. 212 as now laid out and traveled.

AND

That part of the northerly 281 feet of the Northwest Quarter of the Southeast Quarter of Section 8, Township 115 North, Range 23 West of the 5th Principal Meridian, lying westerly of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad Company, and which lies northwesterly of a line run parallel with and distant 105 feet northwesterly of the following described line: Beginning at a point on the North and South Quarter line of said Section 8, distant 698 feet south of the center of said Section 8; thence run northeasterly at an angle of 32 degrees 00 minutes 00 seconds with said North and South Quarter line for 1000 feet and there terminating.

Said easement lies northeasterly of the following described Line 1 and southwesterly and westerly of the following described Line 2:

Line 1 is described as commencing at the southwest corner of the above described property; thence North 01 degrees 15 minutes 44 seconds East, assumed bearing along said North and South Quarter line, a distance of 103.65 feet to the point of beginning of said Line 1; thence South 24 degrees 32 minutes 56 seconds East 88.11 feet; thence South 69 degrees 59 minutes 43 seconds East 73.65 feet to the south line of said property, and said Line 1 there terminating.

Line 2 is described as commencing at the southwest corner of the above described property; thence North 01 degrees 15 minutes 44 seconds East, assumed bearing along said North and South quarter line, a distance of 152.40 feet to the point of beginning of said Line 2; thence South 77 degrees 11 minutes 30 seconds East 83.28 feet; thence South 13 degrees 46 minutes 42 seconds West 60.56 feet; thence South 66 degrees 03 minutes 59 seconds East 83.45 feet to the southeast line of said property, and said Line 2 there terminating.

SHEET 2 OF 2 SHEETS

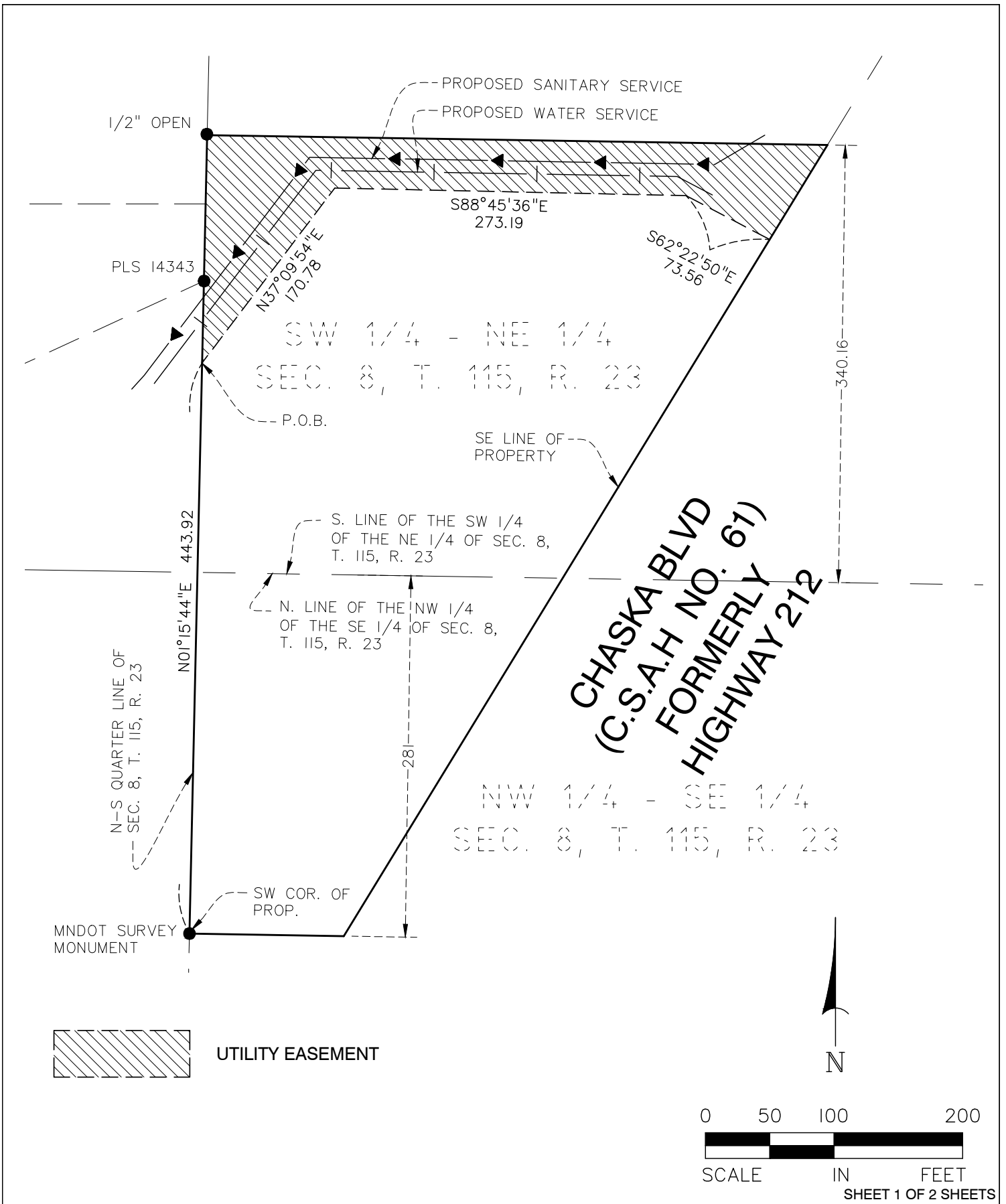
Design File: 219-0037	Checked By: DPE
Dwg Name: ACCESS EASEMENT	Drawn By: DPE
Date: 12/22/22	Scale: 1" = 100'

ACCESS EASEMENT EXHIBIT

CHASKA, MINNESOTA



Alliant Engineering, Inc.
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3080 MAIN
612.758.3099 FAX
www.alliant-inc.com



Design File: 219-0037	Checked By: DPE	UTILITY EASEMENT EXHIBIT CHASKA, MINNESOTA	 Alliant Engineering, Inc. 733 Marquette Ave, Ste 700 Minneapolis, MN 55402 612.758.3080 MAIN 612.758.3099 FAX www.alliant-inc.com
Dwg Name: UTILITY EASEMENT	Drawn By: DPE		
Date: 12/22/22	Scale: 1" = 100'		

Utility Easement Description

An easement for utility purposes over, under, and across the following described property:

That part of the South 340.16 feet of the Southwest Quarter of the Northeast Quarter of Section 8, Township 115 North, Range 23 West of the 5th Principal Meridian, which lies northwesterly of the northwesterly right-of-way line of State Trunk Highway No. 212 as now laid out and traveled.

AND

That part of the northerly 281 feet of the Northwest Quarter of the Southeast Quarter of Section 8, Township 115 North, Range 23 West of the 5th Principal Meridian, lying westerly of the right-of-way of the Chicago, Milwaukee and St. Paul Railroad Company, and which lies northwesterly of a line run parallel with and distant 105 feet northwesterly of the following described line: Beginning at a point on the North and South Quarter line of said Section 8, distant 698 feet south of the center of said Section 8; thence run northeasterly at an angle of 32 degrees 00 minutes 00 seconds with said North and South Quarter line for 1000 feet and there terminating.

Said easement lies northerly of the following described line:

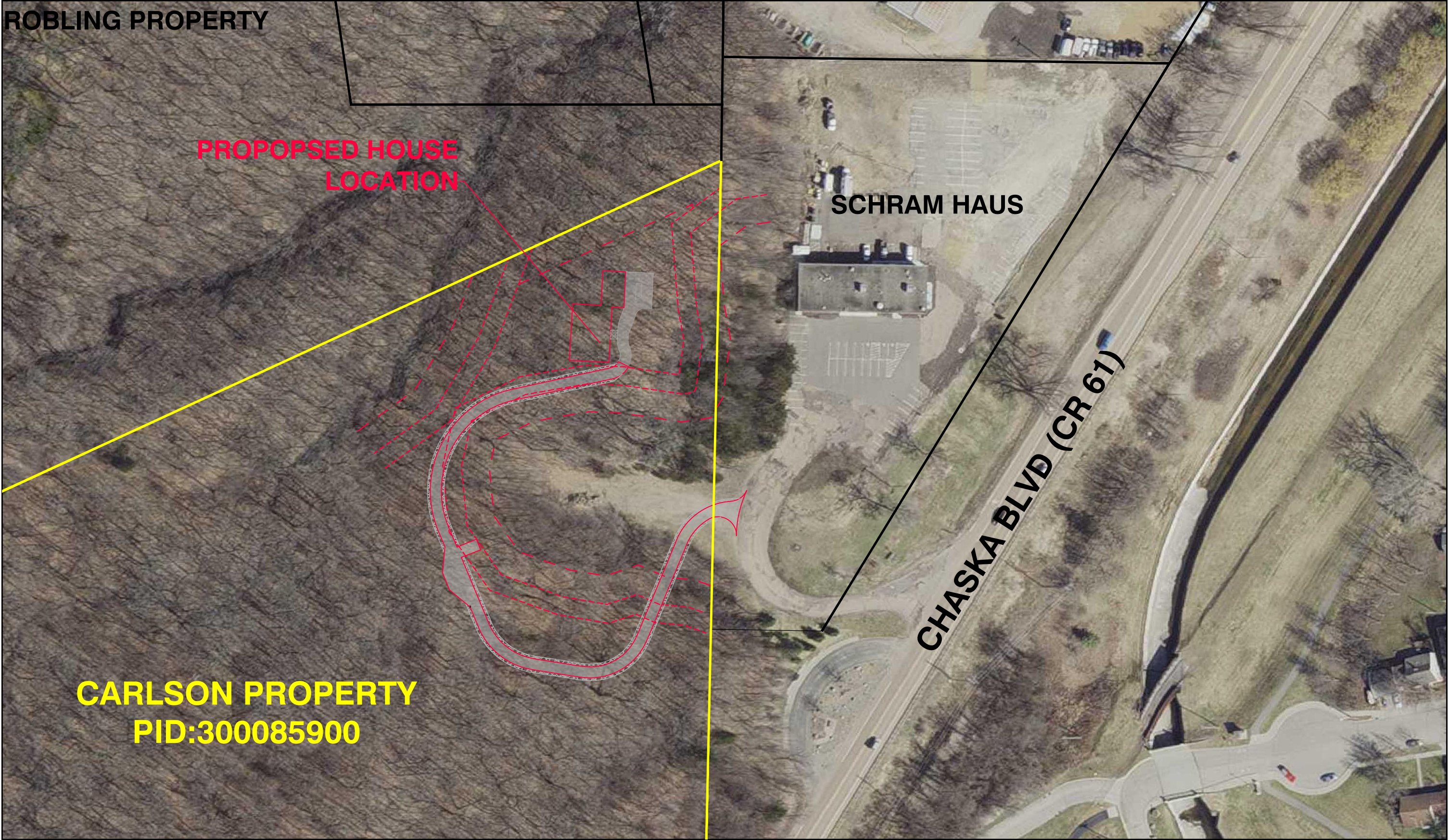
Commencing at the southwest corner of the above described property; thence North 01 degrees 15 minutes 44 seconds East, assumed bearing along said North and South Quarter line, a distance of 443.92 feet to the point of beginning of the line to be described; thence North 37 degrees 09 minutes 54 seconds East 170.78 feet; thence South 88 degrees 45 minutes 36 seconds East 273.19 feet; thence South 62 degrees 22 minutes 50 seconds East 73.56 feet to the southeast line of the above described property, and said line there terminating.

SHEET 2 OF 2 SHEETS

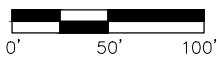
Design File: 219-0037	Checked By: DPE	UTILITY EASEMENT EXHIBIT CHASKA, MINNESOTA	 Alliant Engineering, Inc. 733 Marquette Ave, Ste 700 Minneapolis, MN 55402 612.758.3080 MAIN 612.758.3099 FAX www.alliant-inc.com
Dwg Name: UTILITY EASEMENT	Drawn By: DPE		
Date: 12/22/22	Scale: 1" = 100'		



CARLSON PROPERTY- OVERALL AERIAL
CHASKA, MN



CARLSON PROPERTY- SITE AERIAL
CHASKA, MN

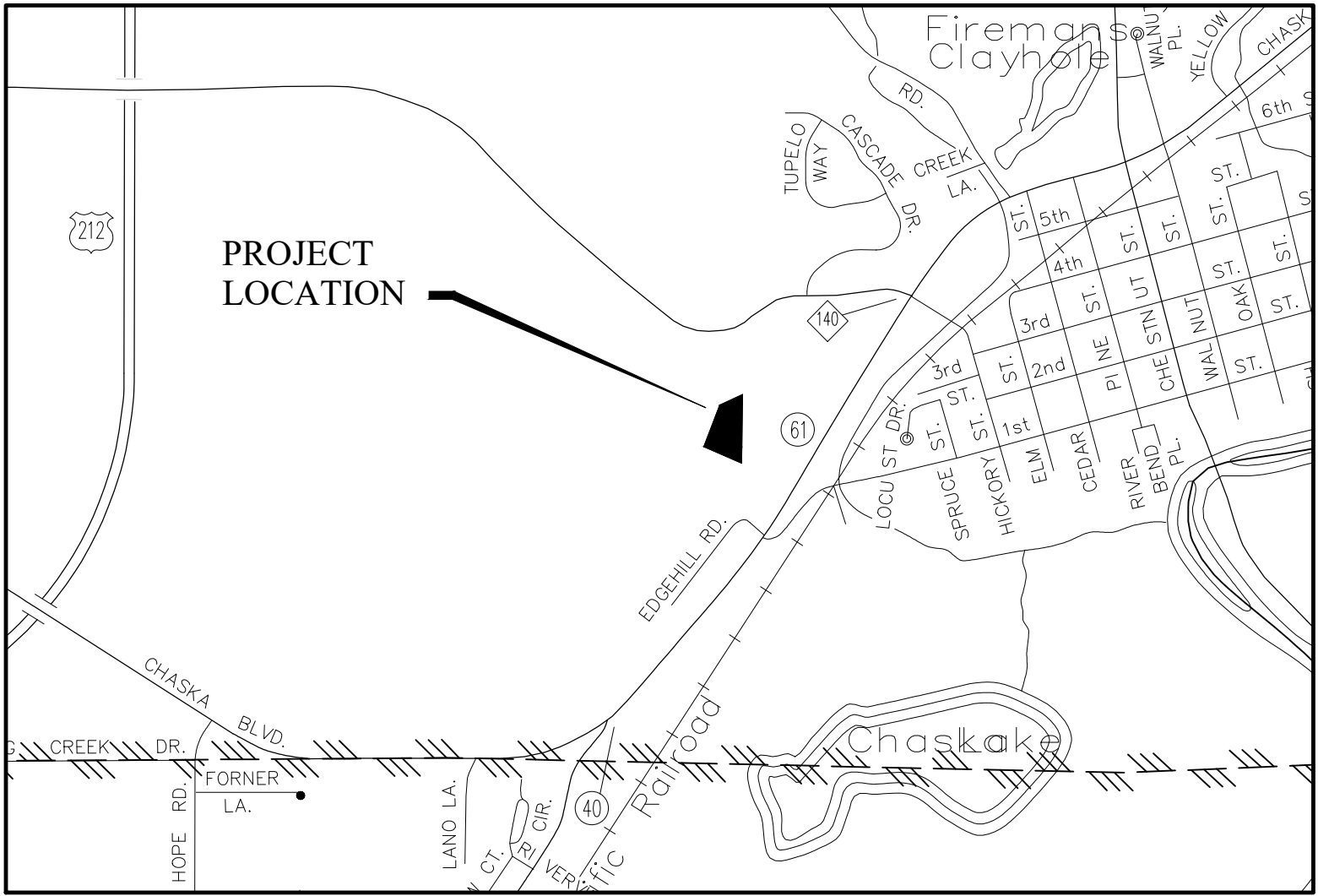


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DRAWN BY: AKA
SCALE: 1"=200'

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CARLSON PROPERTY

CHASKA, MINNESOTA



VICINITY MAP
NOT TO SCALE

SHEET INDEX	NO.
COVER SHEET	1
EXISTING CONDITIONS SURVEY	2
SITE PLAN	3
EROSION AND SEDIMENT CONTROL PLAN	4
GRADING PLAN	5
UTILITY PLAN	6
VEGETATION PLAN	7

APPLICANT/OWNER

LINDA CARLSON
3675 BIGWOODS BLVD
CHASKA, MN 55318

CONSULTANT

ALLIANT ENGINEERING, INC.
733 MARQUETTE AVE
SUITE 700
MINNEAPOLIS, MN 55402
PH: 612-758-3080
FX: 612-758-3099

ENGINEER

DAVID NASH
LICENSE NO. 21836
EM: dnash@alliant-inc.com

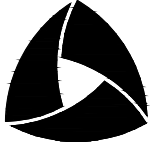
SURVEYOR

CONTACT: PETER GOERS
LICENSE NO. 44110
EM: pgoers@alliant-inc.com

LANDSCAPE ARCHITECT

MARK KRONBECK
LICENSE NO. 26222
EM: mkronbeck@alliant-inc.com

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

CARLSON PROPERTY
CHASKA, MN
BUILDING PERMIT AND VARIANCE
COVER SHEET

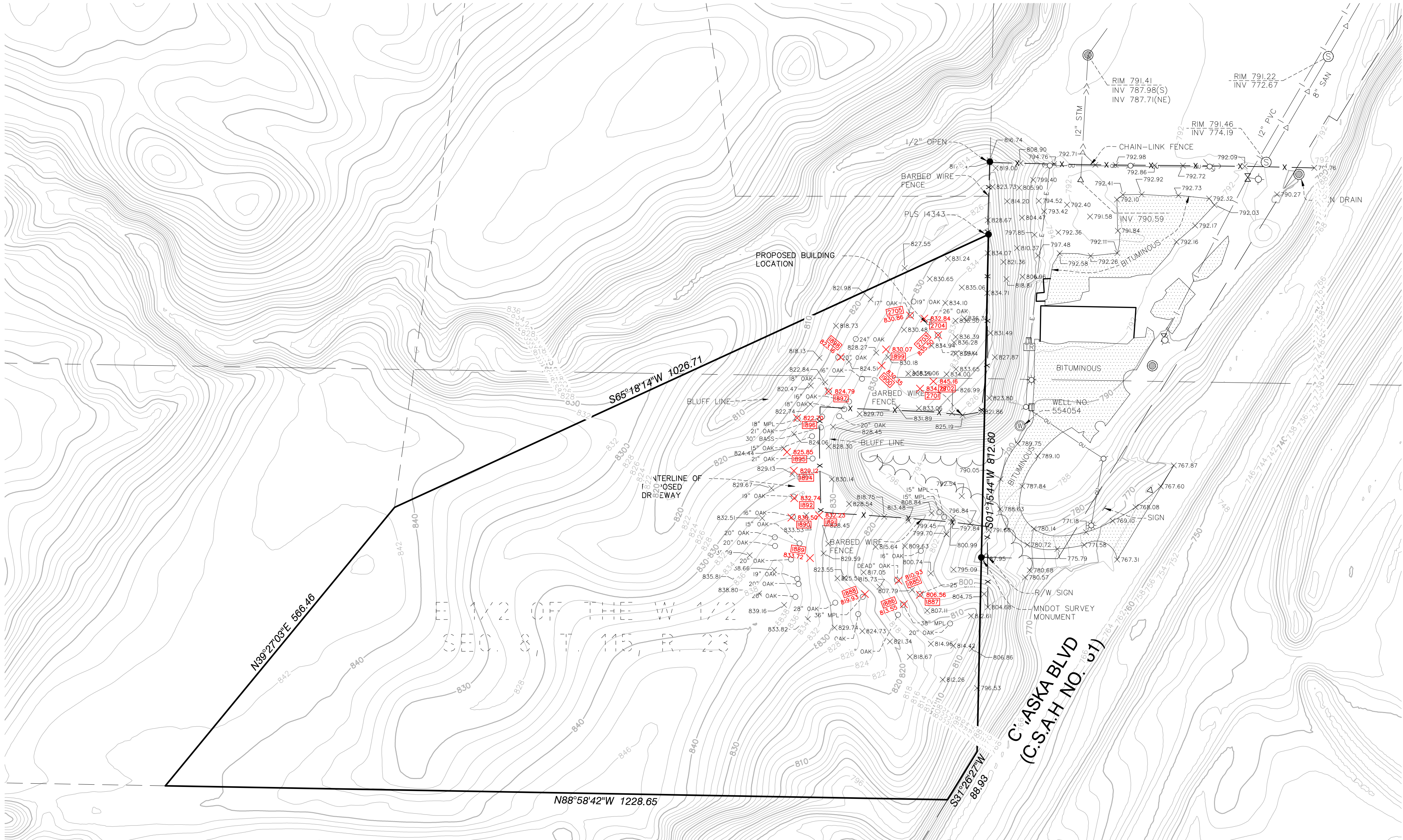
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSION under the laws of the State of MINNESOTA

DAVID NASH, PE
Date License No.

QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
12-7-2021	CHECKSET
5-11-2022	CITY SUBMITTAL
7-26-2022	VARIANCE SUBMITTAL

PROJECT TEAM DATA	
DESIGNED:	DN
DRAWN:	AA JP
PROJECT NO:	219-0037



LEGAL DESCRIPTION

That part of the East Half of the West Half of Section 8, Township 115, Range 23, Carver County, Minnesota, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 8; thence on an assumed bearing of South 0 degrees 18 minutes 00 seconds West along the East line of said Northwest Quarter, a distance of 2430.30 feet to the point of beginning of the tract to be described; thence continuing South 0 degrees 18 minutes 00 seconds West along said East line of the Northwest Quarter, a distance of 819.03 feet; to the Northwesterly right-of-way line of Trunk Highway No. 212; thence South 30 degrees 35 minutes 00 seconds West, along said Northwesterly right-of-way line of Trunk Highway No. 212, a distance of 81.98 feet to the North line of the South Half of the North Half of the Southwest Quarter of said Section 8; thence North 89 degrees 54 minutes 40 seconds West along said North line of the South Half of the North Half of the Southwest Quarter of Section 8, a distance of 1228.65 feet; thence North 38 degrees 14 minutes 57 seconds East, a distance of 564.26 feet; thence North 64 degrees 20 minutes 30 seconds East, a distance of 1026.71 feet to the point of beginning.

NOTES

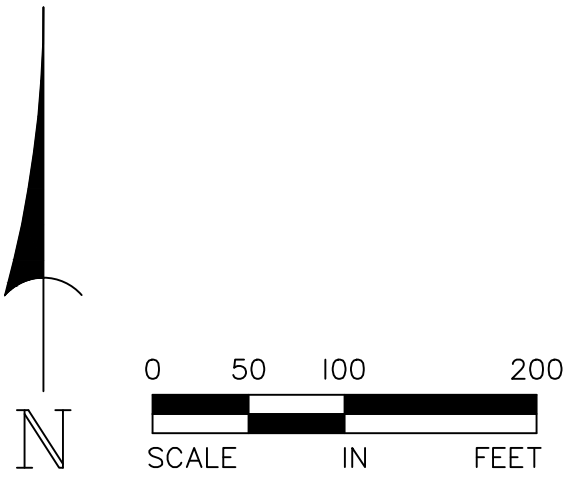
1. This existing conditions survey is a partial topographic survey for design purposes only. Boundary lines depicted hereon are for reference only.
2. The locations of underground utilities are depicted based on information from Gopher State One Call system for a "Boundary Survey locate". The information was provided by a combination of available maps, proposed plans or city records and field locations which may not be exact. Verify all utilities critical to construction or design.
3. This survey is based on the Carver County Coordinate System NAD83(86).
4. All distances are in feet.
5. The spot elevations depicted on the survey are the limits of the field verified topography. Contours depicted outside of this area are per LiDAR data from the Minnesota Geospatial Information Office.
6. Bench Mark 1: Top Nut of hydrant on adjoining property to the east, located approximately 640 feet northeasterly of the bituminous driveway entrance has an elevation of 793.56 feet NAVD 88.
7. Bench Mark 2: Top Nut of hydrant on adjoining property to the east, located approximately 350 feet northeasterly of the bituminous driveway entrance has an elevation of 792.30 feet NAVD 88.

LEGEND

- FOUND IRON MONUMENT
- ⊠ WATER VALVE
- ⊞ TELEPHONE BOX
- ⊞ SANITARY MANHOLE
- ⊞ CATCH BASIN
- ⊞ POWER POLE
- ⊞ WELL
- ⊞ FIRE HYDRANT
- ⊞ GUY WIRE
- ⊞ TRANSFORMER
- ⊞ SPOT ELEVATION
- ⊞ EXISTING TREE
- ⊞ TREE TAG NUMBER
- SANITARY SEWER
- WATERMAIN
- OVERHEAD UTILITY
- UNDERGROUND ELECTRIC
- FENCE
- TREE LINE

TAG # DBH Species Comments/Notes

1885	25"	Bur Oak (Quercus macrocarpa)	
1886	38"	Sugar Maple (Acer saccharum)	
1887	25"	Bur Oak (Quercus macrocarpa)	
1888	30"	Sugar Maple (Acer saccharum)	
1889	17"	Bur Oak (Quercus macrocarpa)	
1890	17"	Bur Oak (Quercus macrocarpa)	
1891	22"	Bur Oak (Quercus macrocarpa)	
1892	20"	Bur Oak (Quercus macrocarpa)	Dead leader, heartwood decay
1894	14"	Northern Red Oak (Quercus rubra)	
1895	14"	Northern Red Oak (Quercus rubra)	
1896	21"	Sugar Maple (Acer saccharum)	
1897	19"	Bur Oak (Quercus macrocarpa)	
1898	18"	Bur Oak (Quercus macrocarpa)	
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2701	18"	Bur Oak (Quercus macrocarpa)	
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2705	17"	Bur Oak (Quercus macrocarpa)	



733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3080 MAIN
612.758.3099 FAX
www.alliant-inc.com

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

DANIEL EKREM

Print Name

Signature

Date

License Number

CARLSON PROPERTY

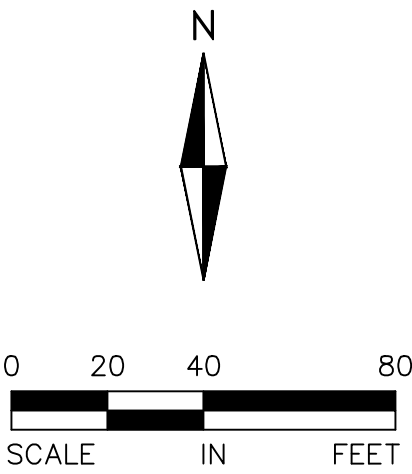
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CHASKA, MINNESOTA
PID: 300085900

DRAWN BY	DPE
CHECKED BY	DPE
DATE ISSUED	10/6/21
SCALE	1"=100'
JOB NO.	219-0037
FIELD CREW	RS

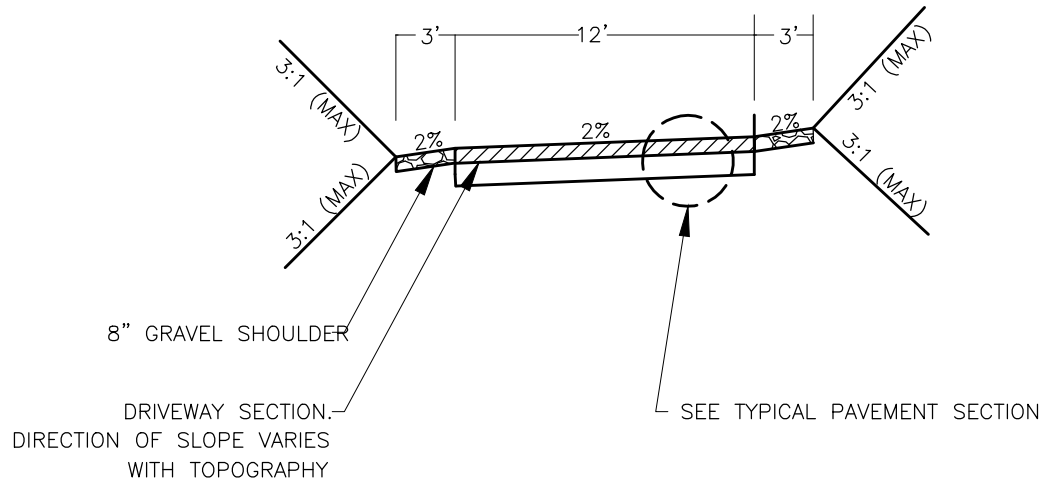
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DISTURBED AREA	=	1.62 AC
PROPOSED IMPERIOUS	=	0.46 AC
ZONING	=	OPEN DEVELOPMENT
LAND USE	=	LOW DENSITY RESIDENTIAL/PARK
<u>SETBACKS</u>		
FRONT SETBACK	=	25' MIN.
REAR SETBACK	=	30' MIN.
STEEP SLOPE BUFFER	=	50' MIN

	EASEMENT LINE
	BUILDING OR BLUFF SETBACK
	PROPERTY LINE
	STEEP SLOPES (>18%)
	ASPHALT DRIVEWAY – 830 L
	GRAVEL SHOULDER

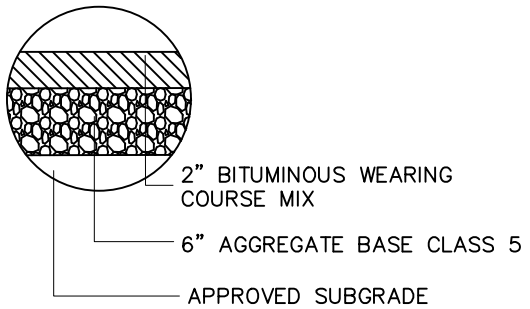
FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION



NOT TO SCALE



NOT TO SCALE



CARLSON PROPERTY

CHASKA, MN

BUILDING PERMIT AND VARIANCE

SITE PLAN

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

DAVID NASH, PE

Date	License No.
------	-------------

QUALITY ASSURANCE/CONTROL

DATE

DATE	ISSUE
------	-------

2-7-2021 | CHECKSET

-11-2022	CITY SUBMITTAL
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-26-2022	VARIANCE SUBMITTAL

PROJECT TEAM DATA

DESIGNED: DN

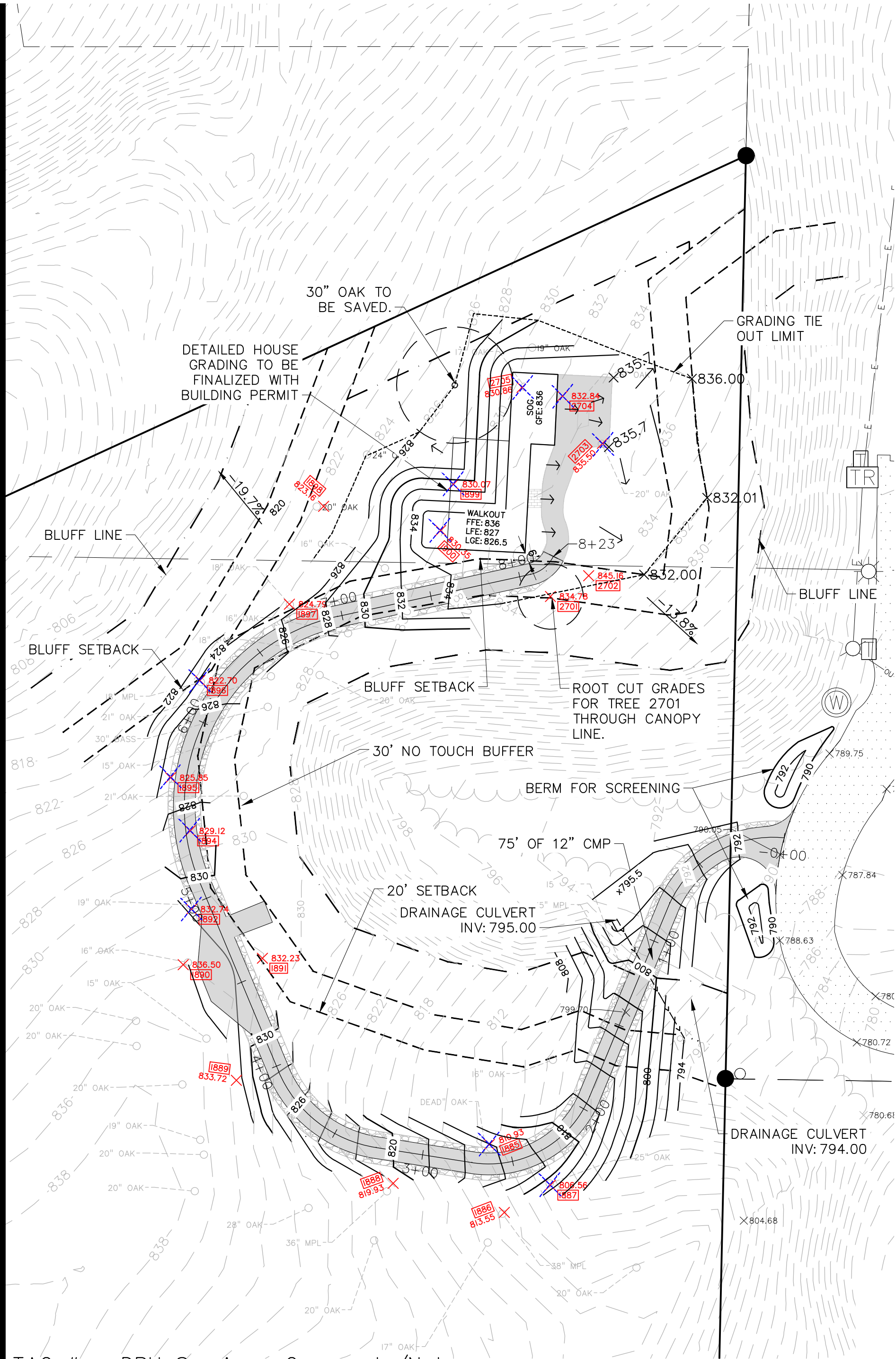
DRAWN: AA JP

PROJECT NO: 219-0037



SHEET 4 OF 7

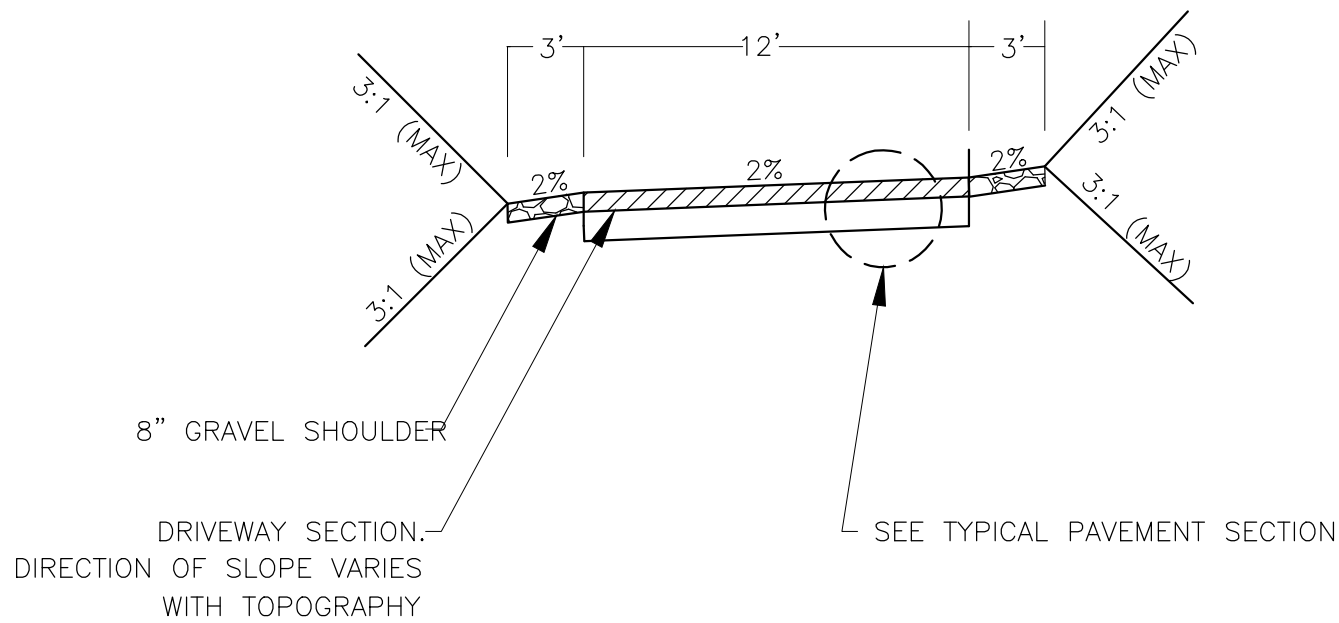
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TAG #	DBH	Species	Comments/Notes
1885	25"	Bur Oak (Quercus macrocarpa)	
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2703	18"	Bur Oak (Quercus macrocarpa)	
2704	27"	Northern Red Oak (Quercus rubra)	
2705	17"	Bur Oak (Quercus macrocarpa)	

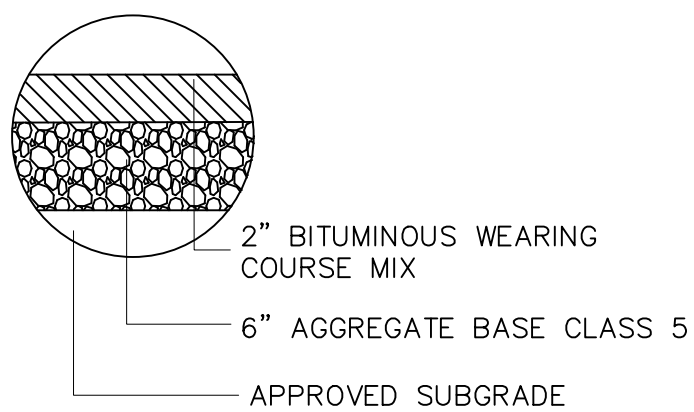
TYPICAL DRIVEWAY SECTION

NOT TO SCALE



TYPICAL PAVEMENT SECTION

NOT TO SCALE



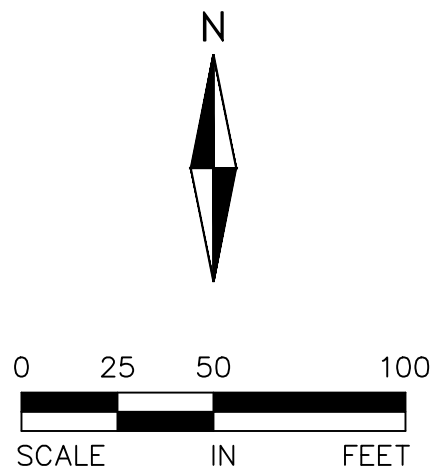
GRADING LEGEND:

- 789--- EXISTING CONTOUR
- 789— PROPOSED CONTOUR
- 62.44 x362.44 PROPOSED SPOT ELEVATION
- 2.00% DIRECTION OF DRAINAGE
- TREE PROTECTION LIMITS
- EXISTING VEGETATION LIMITS
- 769 770 EXISTING TREE TO REMAIN

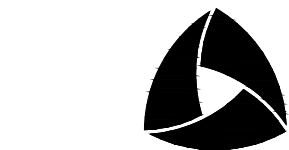
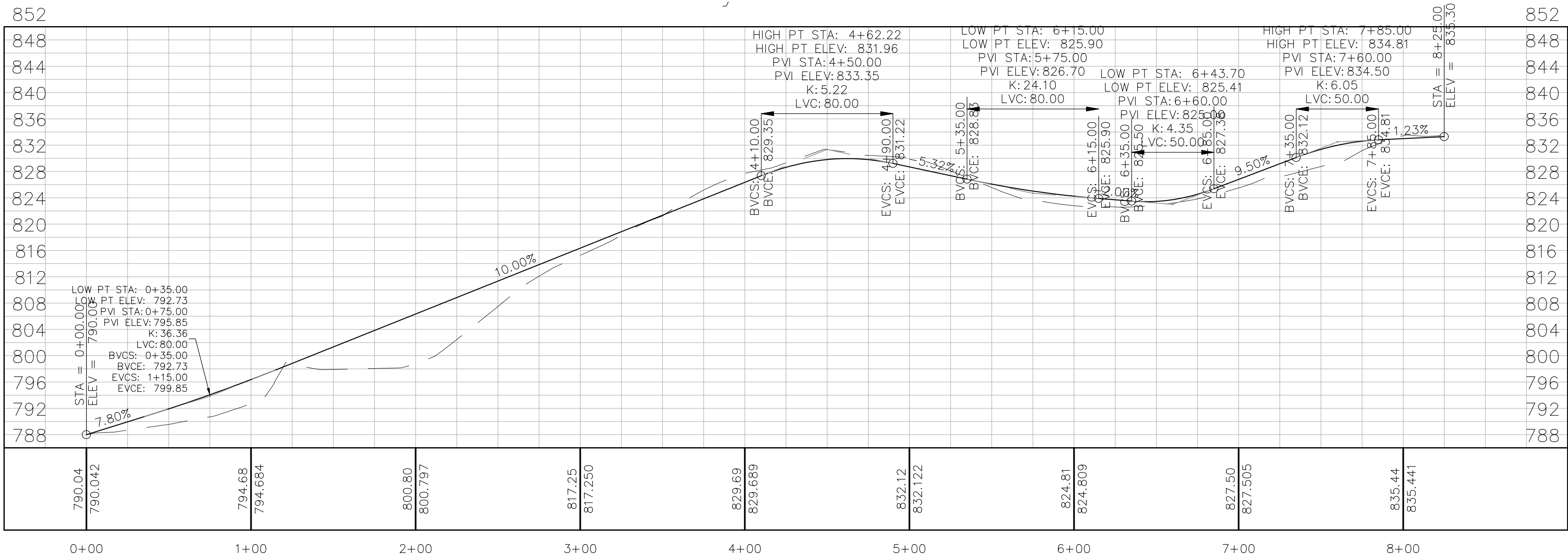
GRADING NOTES:

- ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%.
- THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND WATERSHED.
- NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166, 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ALL IMPROVEMENTS TO CONFORM WITH CITY OF CHASKA CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
- ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
- STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 6" TOPSOIL.
- REFER TO EROSION CONTROL PLAN FOR ALL EROSION AND SEDIMENT CONTROL DEVICE LOCATIONS.
- BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ALL WALLS EXCEEDING 30" IN HEIGHT REQUIRE THE INSTALLATION OF A 42" SAFETY RAILING.

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION



DRIVEWAY PROFILE



ALLIANT

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

CARLSON PROPERTY

CHASKA, MN

BUILDING PERMIT AND VARIANCE

GRADING PLAN

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

DAVID NASH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

12-7-2021 CHECKSET

5-11-2022 CITY SUBMITTAL

7-26-2022 VARIANCE SUBMITTAL

PROJECT TEAM DATA

DESIGNED: DN

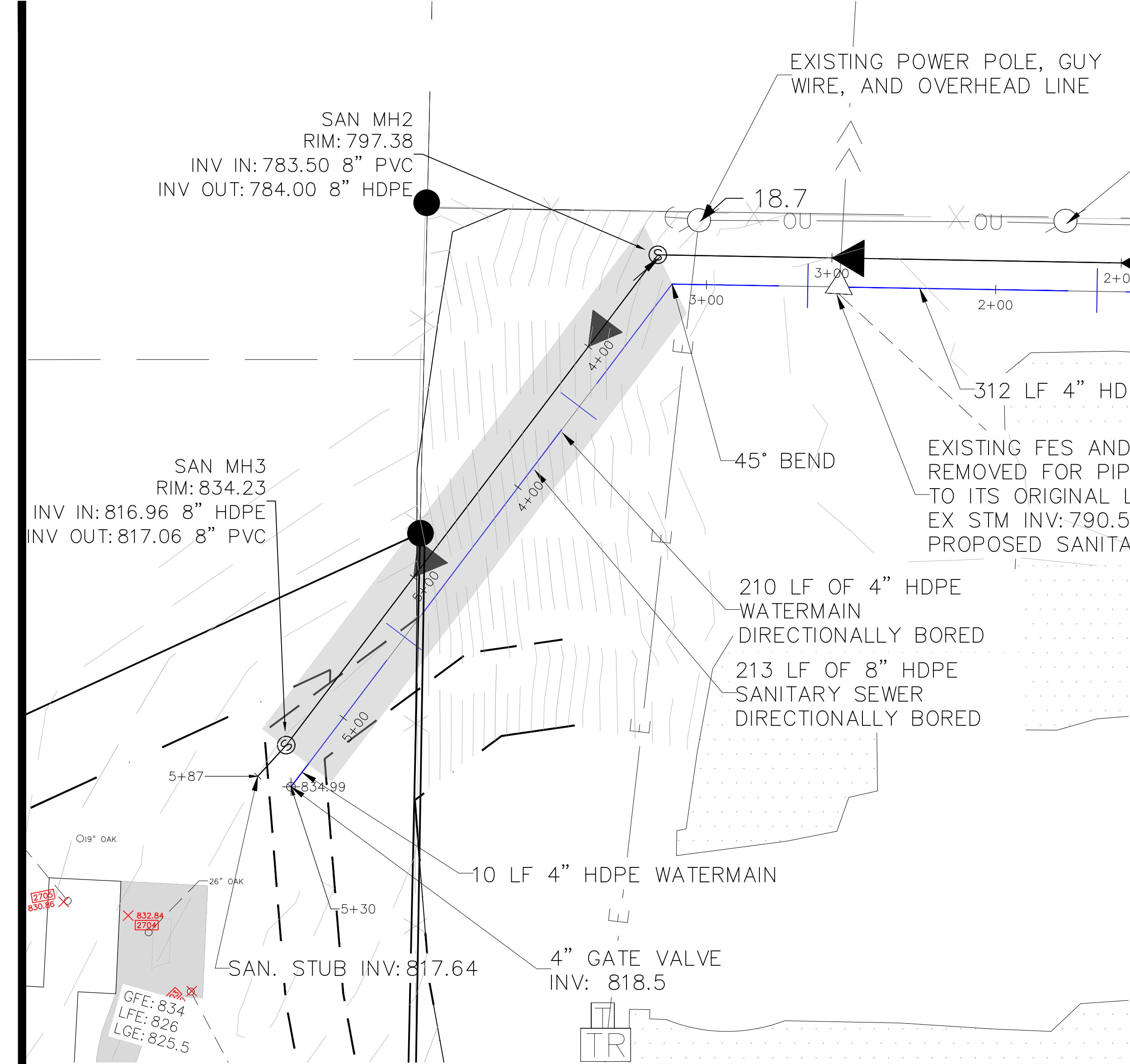
DRAWN: AA JP

PROJECT NO: 219-0037

5

SHEET 5 of 7

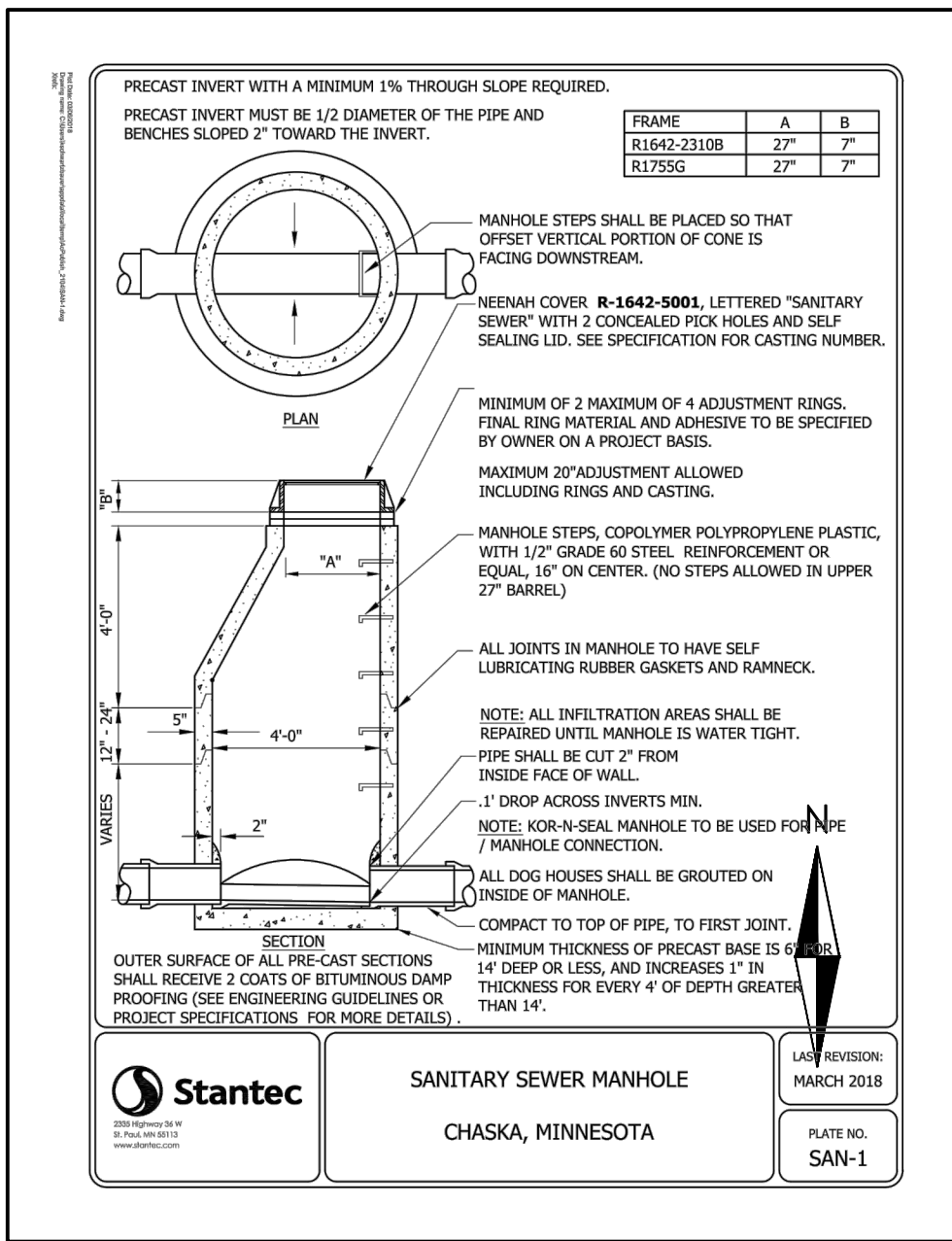
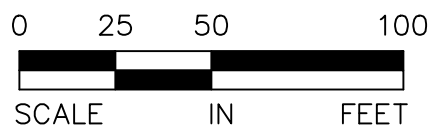
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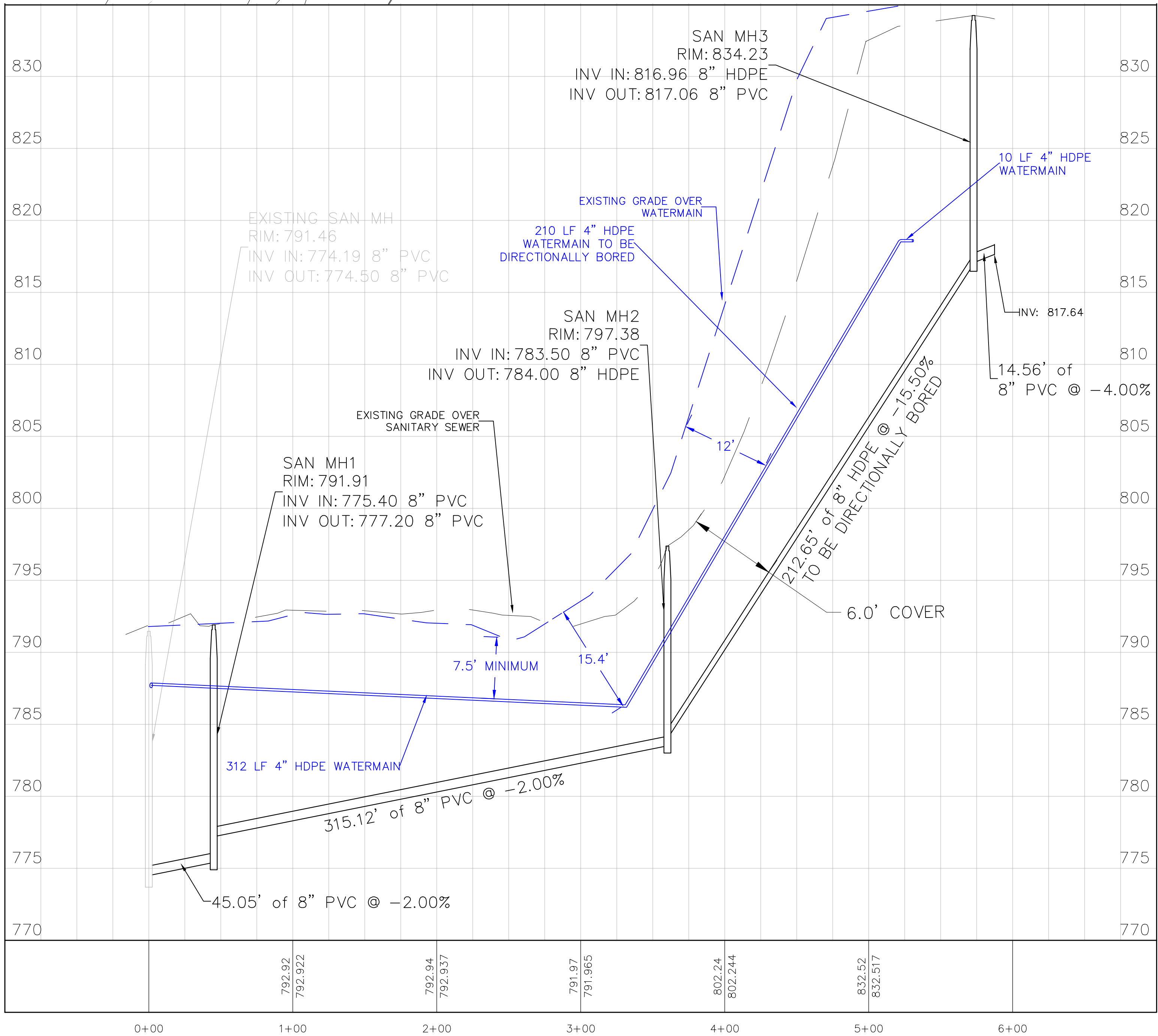
UTILITY LEGEND:

- 789 — EXISTING CONTOUR
- >— EXISTING SANITARY SEWER SERVICE
- >— PROPOSED SANITARY SEWER SERVICE
- >— EXISTING WATER SERVICE
- >— PROPOSED WATER SERVICE
- 769 770 EXISTING TREE TO REMAIN
- DIRECTIONALLY BORED UTILITY COORDOR

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION



SANITARY SEWER AND WATERMAIN PROFILE



CARLSON PROPERTY

CHASKA, MN

BUILDING PERMIT AND VARIANCE

UTILITY PLAN

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DAVID NASH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE
12-7-2021 CHECKSET
5-11-2022 CITY SUBMITTAL
7-26-2022 VARIANCE SUBMITTAL

PROJECT TEAM DATA
DESIGNED: DN
DRAWN: AA JP
PROJECT NO: 219-0037

Drawing name: X:\2019\190037\plan sheets\190037.veg.dwg Jul 26, 2022 2:45pm



LEGEND:

- MESIC PRAIRIE GENERAL OR APPROVED EQUAL
MNDOT MIX: 35-241
- TEMPORARY SEED MIXTURE MNDOT MIX: 22-112
- JRK CONTRACTOR MIX (PROVIDE 6" TOPSOIL)
- IMPERVIOUS
- EXISTING BITUMINOUS

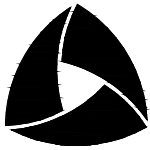
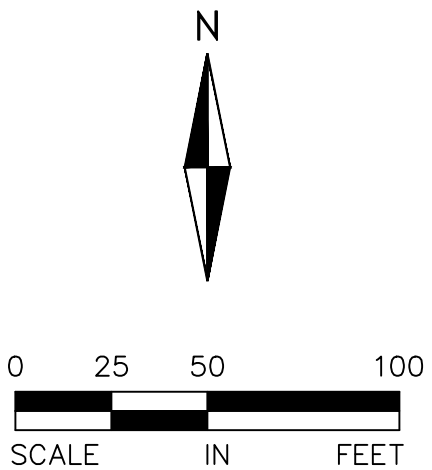
CONSTRUCTION SEQUENCING NOTES:

- PRIOR TO LAND DISTURBANCE:
- INSTALL STABILIZED CONSTRUCTION ENTRANCE.
 - INSTALL ALL PRE-GRADING SILT FENCE. PROVIDE TREE PROTECTION SILT FENCE AS NECESSARY.
- DURING CONSTRUCTION:
- TO THE EXTENT POSSIBLE GRADING SHALL BE PHASED TO MINIMIZE THE AMOUNT OF DISTURBED AREAS DURING CONSTRUCTION.
 - STRIP TOPSOIL AND STOCKPILE. TOPSOIL MUST BE SURROUNDED BY SILT FENCE.
 - COMPLETE GRADING AND INSTALL TEMPORARY AND PERMANENT SEEDING AND PLANTINGS PER VEGETATION PLAN (THIS SHEET).
 - CULVERTS SHALL BE INSTALLED DURING GRADING CONSTRUCTION TO FACILITATE DRAINAGE ROUTES.
 - PREPARE DRIVEWAY FOR PAVING.
 - PAVE SITE.
- POST CONSTRUCTION:
- REMOVE ALL TEMPORARY EROSION-CONTROL MEASURES UPON ESTABLISHMENT OF PERMANENT VEGETATION.

TURF ESTABLISHMENT NOTES:

- SOIL PREPARATION:
- PREPARE THE AREAS TO BE ESTABLISHED WITH TURF PER MNDOT 2575. TOPSOIL SHALL BE RE-SPREAD TO A MINIMUM DEPTH OF 6 INCHES ON AREAS TO BE ESTABLISHED WITH TURF.
 - ALL AREAS SHALL BE FERTILIZED WITH TYPE 2 FERTILIZER 10-10-10 AT A RATE OF 200 LB PER ACRE.
- TURF ESTABLISHMENT:
- TURF ESTABLISHMENT SHALL BE PER MNDOT 2575 EXCEPT AS MODIFIED BELOW AND SHALL BE COMPLETED AS SOON AS POSSIBLE AFTER GRADING CONSTRUCTION. RAPID STABILIZATION METHODS TYPE 1 AND TYPE 4 SHALL APPLY TO ALL DISTURBED AREAS.
 - ALL AREAS THAT DO NOT REQUIRE EROSION CONTROL BLANKET SHALL BE SEEDED AND MULCHED (DISK ANCHORED) WITH TYPE OF 2 TONS PER ACRES.
 - EROSION CONTROL BLANKET SHALL BE PLACED WITHIN 24 HOURS AFTER SEEDING. INSTALL EROSION CONTROL BLANKET PER MNDOT 2575 AT LOCATIONS SHOWN ON THE PLAN.

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION



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

CARLSON PROPERTY

CHASKA, MN

BUILDING PERMIT AND VARIANCE

VEGETATION PLAN

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

DAVID NASH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
12-7-2021	CHECKSET
5-11-2022	CITY SUBMITTAL
7-26-2022	VARIANCE SUBMITTAL

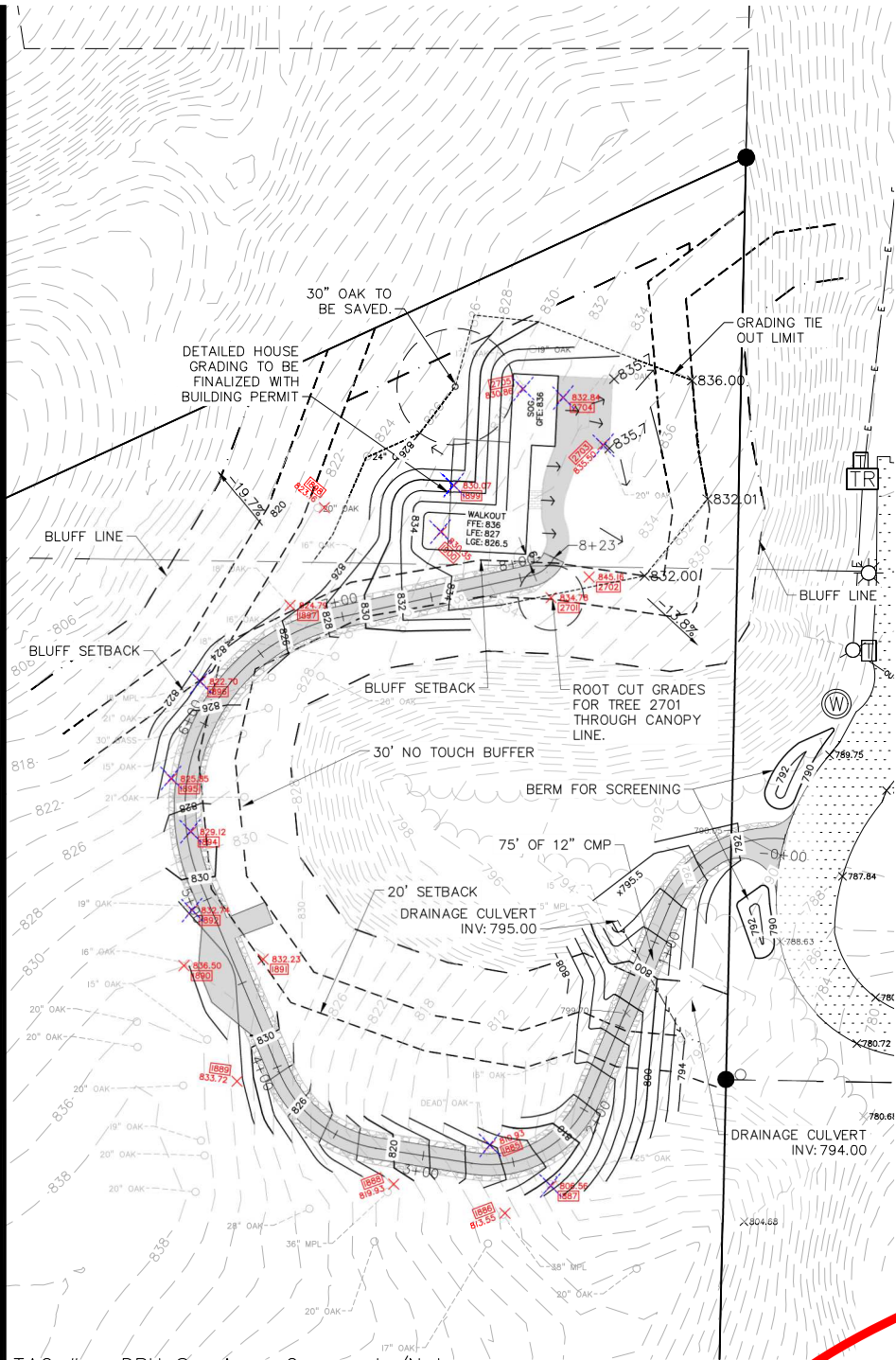
PROJECT TEAM DATA

DESIGNED:	DN
DRAWN:	AA JP
PROJECT NO:	219-0037

7

SHEET 7 of 7

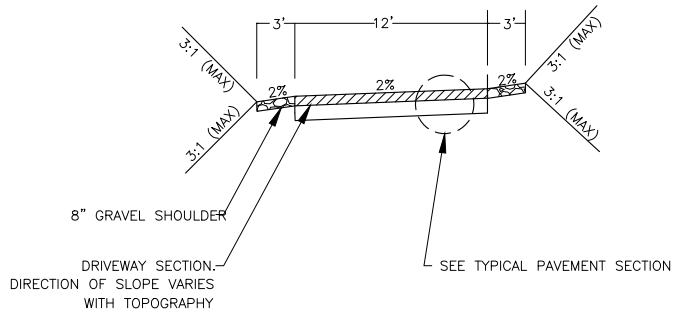
Drawing name: X:\2019\190037\plan sheets\190037\arcade.dwg Jul 26, 2022 - 2:44pm



TAG #	DBH	Species	Comments/Notes
1885	25"	Bur Oak (Quercus macrocarpa)	
1886	38"	Sugar Maple (Acer saccharum)	
1887	25"	Bur Oak (Quercus macrocarpa)	
1888	30"	Sugar Maple (Acer saccharum)	
1889	17"	Bur Oak (Quercus macrocarpa)	
1890	17"	Bur Oak (Quercus macrocarpa)	
1891	22"	Bur Oak (Quercus macrocarpa)	
1892	20"	Bur Oak (Quercus macrocarpa)	Dead leader, heartwood decay
1894	14"	Northern Red Oak (Quercus rubra)	
1895	14"	Northern Red Oak (Quercus rubra)	
1896	21"	Sugar Maple (Acer saccharum)	
1897	19"	Bur Oak (Quercus macrocarpa)	
1898	18"	Bur Oak (Quercus macrocarpa)	
1899	21"	Sugar Maple (Acer saccharum)	
1900	18"	Bur Oak (Quercus macrocarpa)	
2701	18"	Bur Oak (Quercus macrocarpa)	
2702	25"	Bur Oak (Quercus macrocarpa)	
2703	18"	Bur Oak (Quercus macrocarpa)	
2704	27"	Northern Red Oak (Quercus rubra)	
2705	17"	Bur Oak (Quercus macrocarpa)	

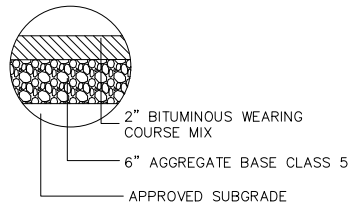
TYPICAL DRIVEWAY SECTION

NOT TO SCALE

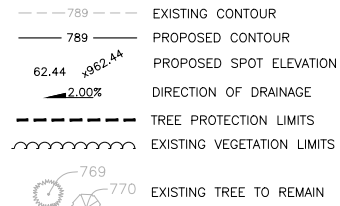


TYPICAL PAVEMENT SECTION

NOT TO SCALE



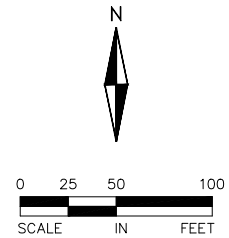
GRADING LEGEND:



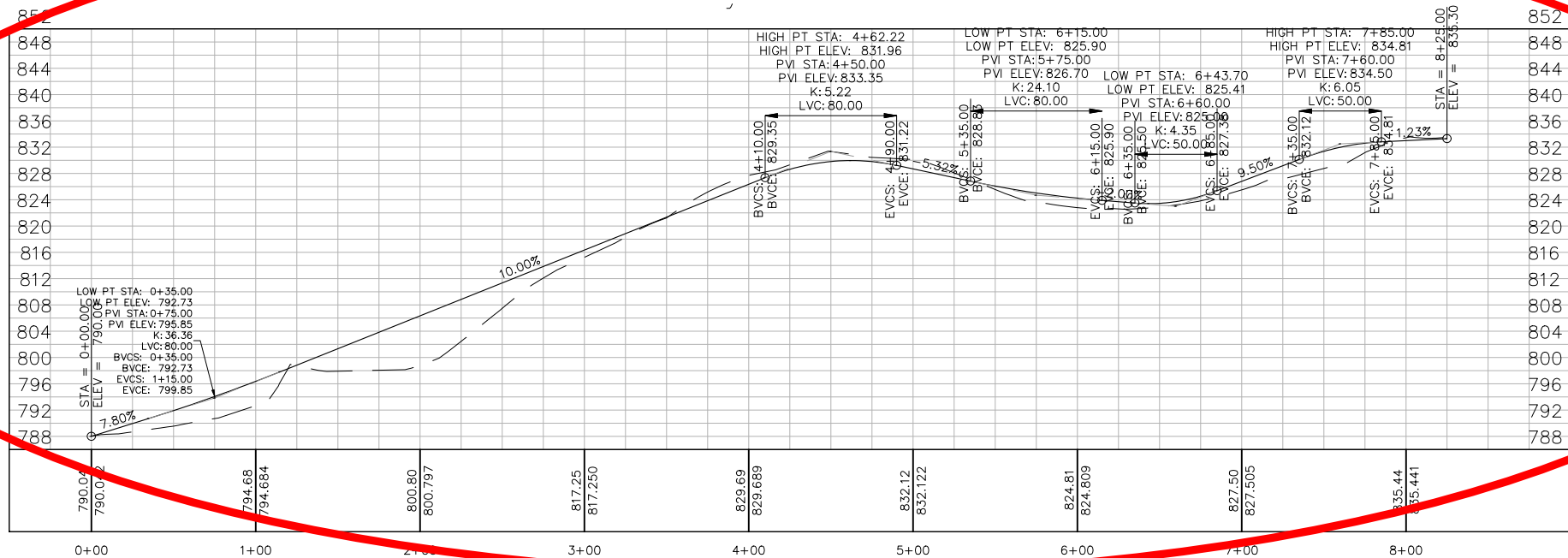
GRADING NOTES:

- ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%.
- THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND WATERSHED.
- NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166, 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ALL IMPROVEMENTS TO CONFORM WITH CITY OF CHASKA CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
- ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
- STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 6" TOPSOIL.
- REFER TO EROSION CONTROL PLAN FOR ALL EROSION AND SEDIMENT CONTROL DEVICE LOCATIONS.
- BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ALL WALLS EXCEEDING 30" IN HEIGHT REQUIRE THE INSTALLATION OF A 42" SAFETY RAILING.

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PRELIMINARY
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DRIVEWAY PROFILE



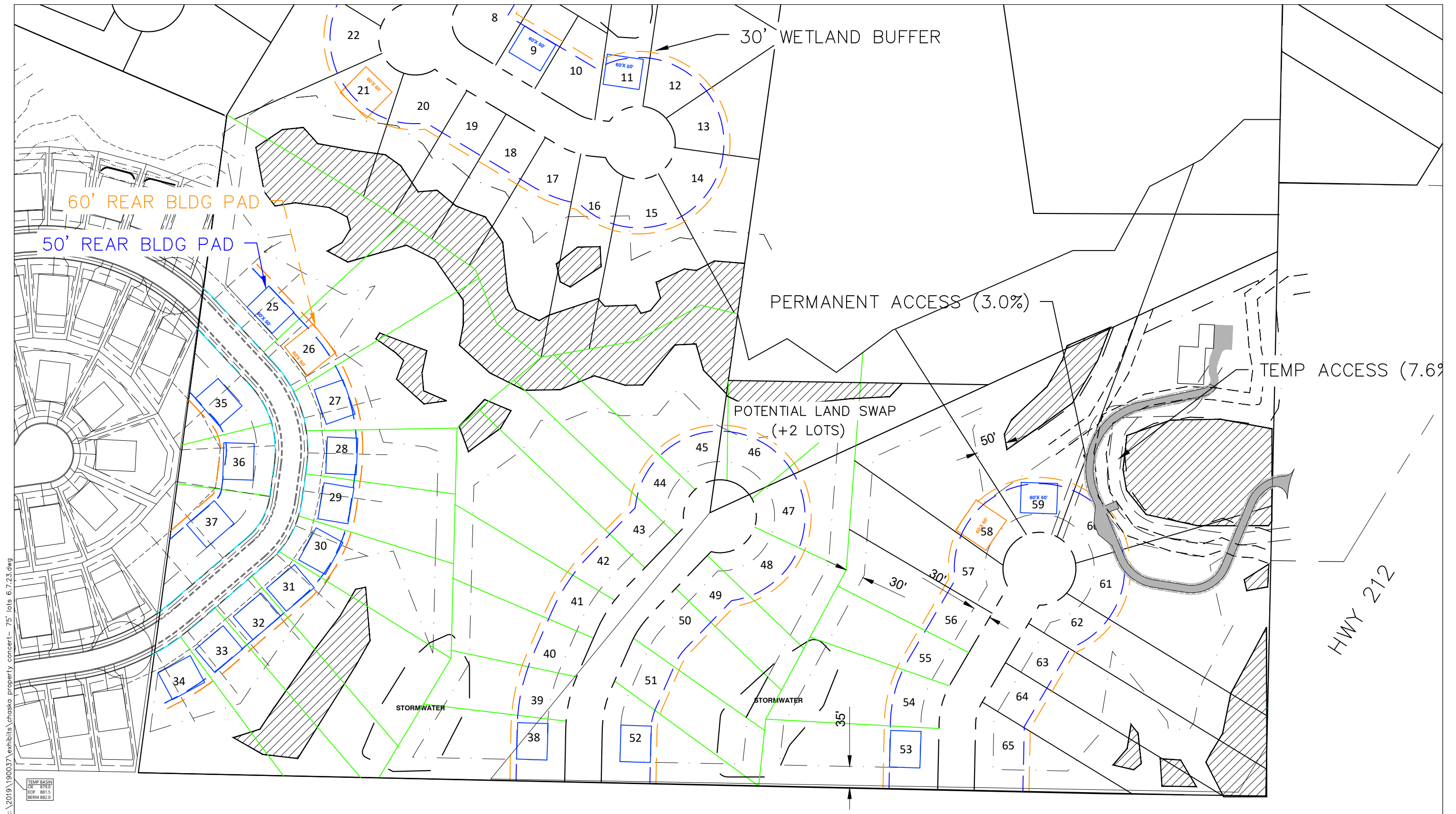
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of MINNESOTA.

DAVID NASH, PE
Date: License No.:

QUALITY ASSURANCE/CONTROL

BY: DATE:
DATE: 12-7-2021
ISSUE: CHECKSET
5-11-2022 CITY SUBMITTAL
7-26-2022 VARIANCE SUBMITTAL

PROJECT TEAM DATA
DESIGNED BY: DN
DRAWN BY: AA JP
PROJECT NO: 219-0037



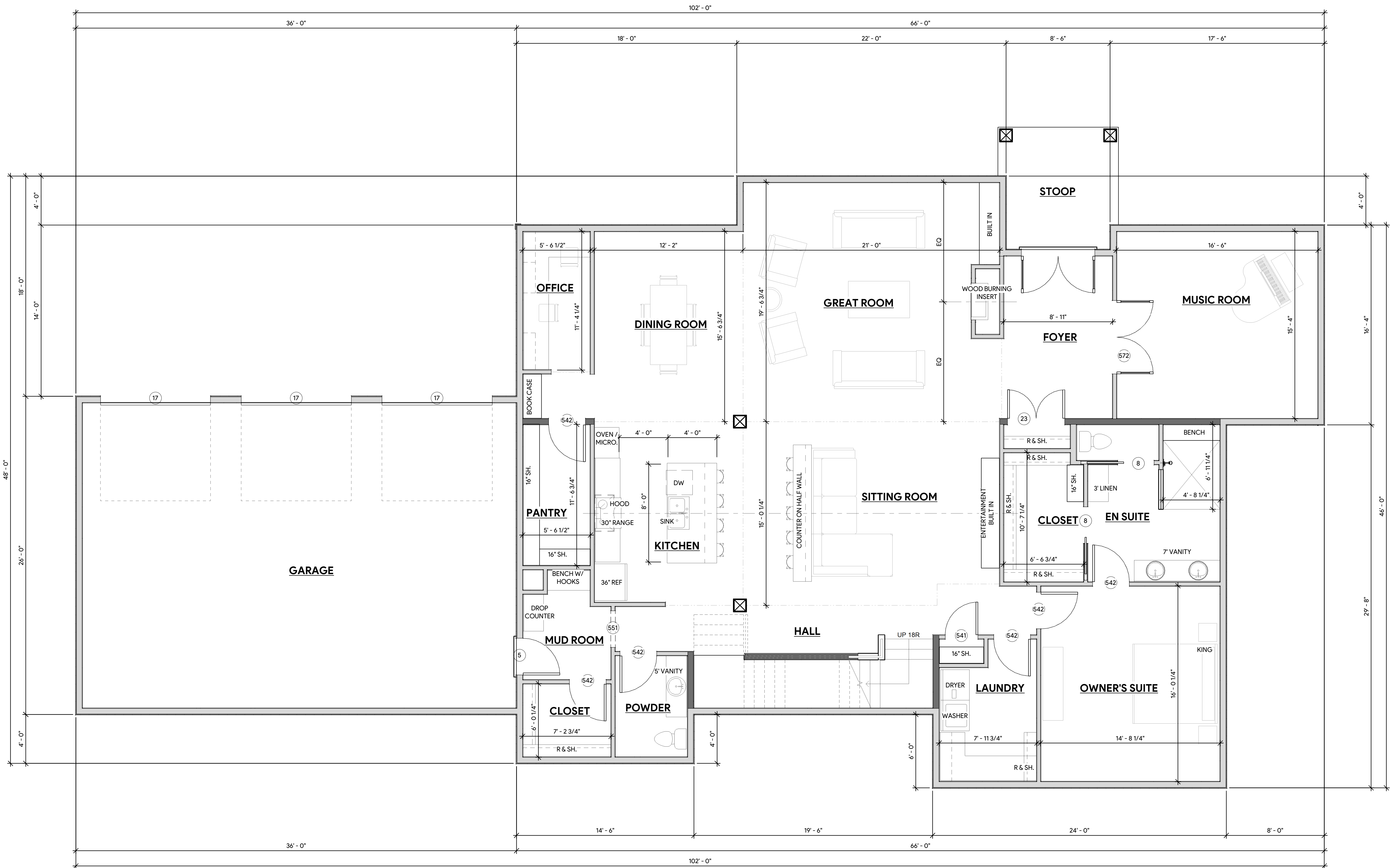
CARLSON PROPERTY/ DR HORTON OVERALL SITE LAYOUT

CHASKA, MN

DATE	
RELEASED	10.22.21 VL
REV. 1	12.22.21
REV. 2	12.22.22 VL
REV. 3	1.2.23 VL
REV. 4	1.3.23 VL
REV. 5	
REV. 6	

PLATE HEIGHTS	
UPPER:	
MAIN:	
FOUND:	

FINISHED SQUARE FEET	
UPPER:	X
MAIN:	2724
LOWER:	
BONUS:	X
TOTAL:	X



1 MAIN FLOOR PLAN
A-402 1/4" = 1'-0"

UNSPECIFIED HEADERS TO BE 2-2x10 W/ 2 TRIMMERS

10" MIN. STAIR TREAD DEPTH & 7 3/4" MAX STAIR RISER HEIGHT

ALL ANGLES ARE 45 DEGREES UNLESS NOTED OTHERWISE

ALL EXTERIOR DIMENSIONS ARE TO OUTSIDE OF SHEATHING, CONCRETE OR FOUNDATION INSULATION

THE IDEAS, DESIGNS, DRAWINGS AND SPECIFICATIONS REPRESENTED HEREIN ARE AND SHALL REMAIN THE EXCLUSIVE COPYRIGHT PROPERTY OF NORTH HOUSE RESIDENTIAL DESIGN. NO PART THERE OF SHALL BE USED, COPIED, OR DISCLOSED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE WRITTEN CONSENT OF NORTH HOUSE RESIDENTIAL DESIGN. THE PLANS FURNISHED HEREIN WERE PREPARED UPON REQUEST BY DRAFTSPERSONS WHO ARE NOT REGISTERED ARCHITECTS OR ENGINEERS. NORTH HOUSE RESIDENTIAL DESIGN ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE CONTRACTOR AND/OR OWNER MUST VERIFY AND CHECK ALL NOTES DETAILS, ELEVATIONS, SECTIONS AND FLOOR PLANS AND NOTIFY NORTH HOUSE RESIDENTIAL DESIGN OF ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION. NO WARRANTIES ARE EXPRESSED OR IMPLIED INCLUDING COMPLIANCE OF THIS PLAN WITH APPLICABLE BUILDING CODE REQUIREMENTS. THE SELECTION AND APPLICATION OF CORRECT STRUCTURAL MATERIALS IS THE RESPONSIBILITY OF THE BUILDER, THE OWNER OR THE USER OF THESE PLANS.

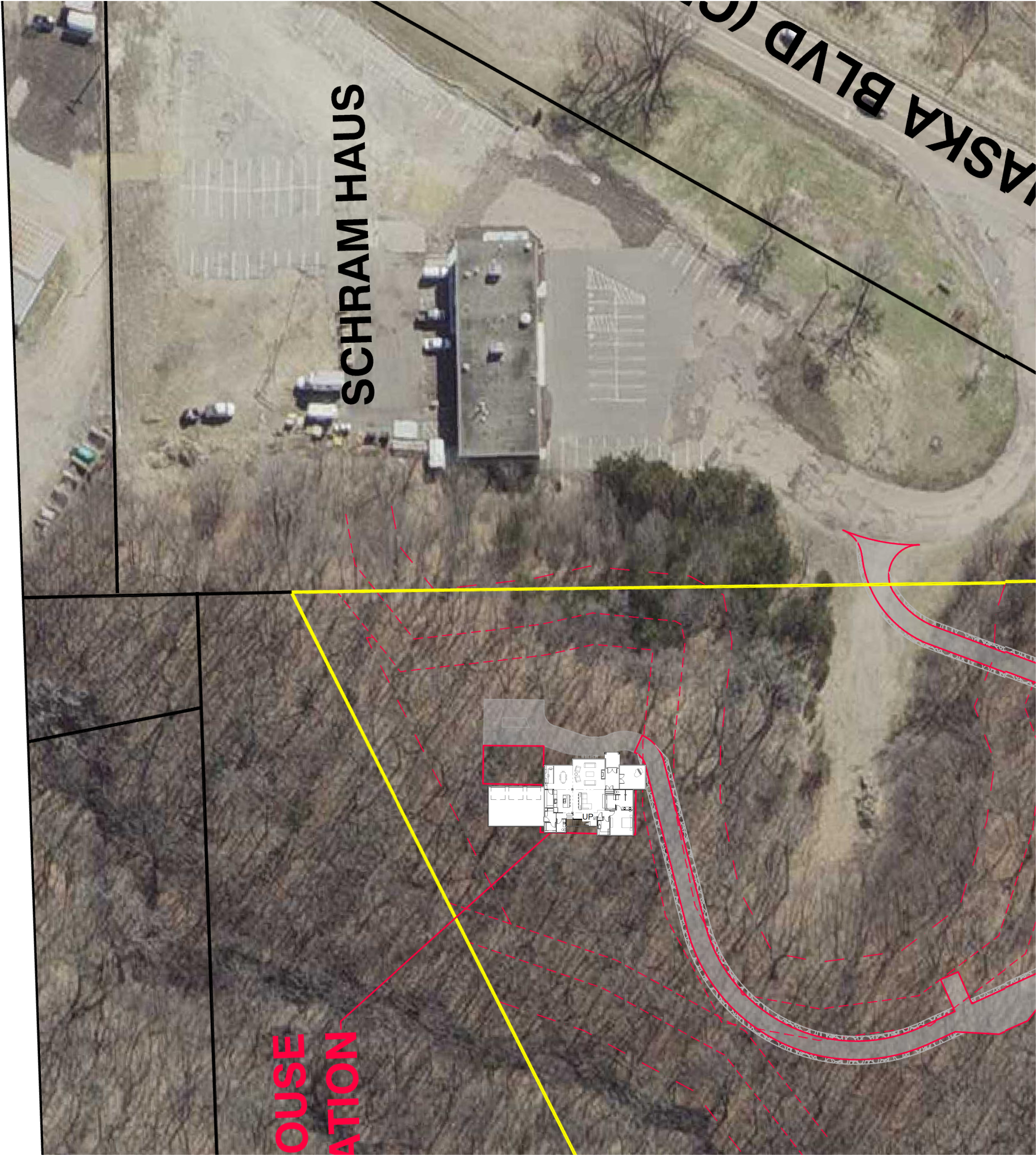
UNSPECIFIED HEADERS TO BE 2-2x10 W/ 2 TRIMMERS

10" MIN. STAIR TREAD DEPTH & 7 3/4" MAX STAIR RISER HEIGHT

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1 PRELIMINARY SITE PLAN
A-901 1" = 40'-0"

DATE	
RELEASED	10.22.21 VL
REV. 1	12.22.21
REV. 2	12.22.22 VL
REV. 3	1.2.23 VL
REV. 4	1.3.23 VL
REV. 5	
REV. 6	

PLATE HEIGHTS	
UPPER:	
MAIN:	
FOUND:	

FINISHED SQUARE FEET	
UPPER:	X
MAIN:	2724
LOWER:	
BONUS:	X
TOTAL:	X



CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

August 21, 2023

Paid and Unpaid Invoices:

Check #'s 347885-348194

\$4,536,557.59

Paid Electronic Invoices:

Wire #'s 3794-3819

\$2,436,627.72

Amount for Approval-Council Meeting:
August 21, 2023

\$6,973,185.31

VENDOR INVOICE LIST

Checks

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100004 3M COMPANY										
9423948191		07/27/2023	082223	347968	541.47	541.47	08/26/2023	INV	PD	REFLECTIVE SHEET FOR S
CHECK DATE: 08/22/2023										
9424047364		08/02/2023	082223	347968	497.76	497.76	09/01/2023	INV	PD	PRESACING TAPE
CHECK DATE: 08/22/2023										
					1,039.23					
111469 ACTION SPORTS OF MINNESOTA INC										
CR2809		07/28/2023	082223	347969	1,000.00	1,000.00	08/12/2023	INV	PD	Back-to-School-Bash Sk
CHECK DATE: 08/22/2023										
100006 SCOTT A HUTNICK										
116418		07/31/2023	080323	347891	450.00	450.00	08/15/2023	INV	PD	Jul Animal Control
CHECK DATE: 08/03/2023										
100016 ABM EQUIPMENT & SUPPLY INC										
0174984-IN		07/17/2023	080823	347897	1,730.65	1,730.65	08/17/2023	INV	PD	#706 ANNUAL BOOM INSP/
CHECK DATE: 08/08/2023										
0175010-IN		07/20/2023	080823	347897	2,414.10	2,414.10	08/20/2023	INV	PD	#703 BOOM INSPECTION/R
CHECK DATE: 08/08/2023										
0175012-IN		07/20/2023	080823	347897	4,433.50	4,433.50	08/20/2023	INV	PD	#2706 BOOM INSPECTION/
CHECK DATE: 08/08/2023										
0175015-IN		07/20/2023	080823	347897	1,752.50	1,752.50	08/20/2023	INV	PD	#711 ANNUAL BOOM INSP/
CHECK DATE: 08/08/2023										
					10,330.75					
100028 ACME ELECTRIC MOTOR INC										
11566918		07/27/2023	082223	347970	10.68	10.68	08/27/2023	INV	PD	BRUSH ADAPTER FOR BATT
CHECK DATE: 08/22/2023										
103825 ACUSHNET COMPANY										
916235738		07/27/2023	082223	347971	995.43	995.43	08/26/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
916247267		07/28/2023	082223	347971	253.23	253.23	08/27/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
916247829		07/28/2023	082223	347971	3,981.72	3,981.72	08/27/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										

Report generated: 08/18/2023 07:19
 User: 8482mrob
 Program ID: apinvlist

Page 1

VENDOR INVOICE LIST

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916247900		07/28/2023	082223	347971	109.02	109.02	08/27/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
916270616		08/01/2023	082223	347971	190.28	190.28	08/31/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
916315011		08/09/2023	082223	347971	449.80	449.80	10/08/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
100036 ADAM'S PEST CONTROL INC					5,979.48					
3693051		07/20/2023	080823	347898	42.95	42.95	08/20/2023	INV	PD	TC PEST CONTROL
CHECK DATE: 08/08/2023										
3693163		07/20/2023	080823	347898	72.33	72.33	08/20/2023	INV	PD	TC PEST CONTROL
CHECK DATE: 08/08/2023										
3693268		07/20/2023	080823	347898	69.53	69.53	08/20/2023	INV	PD	TC BUG LIGHT RENTAL
CHECK DATE: 08/08/2023										
111514 ADAMS, LORI					184.81					
30778		08/16/2023	082223	347972	47.87	47.87	09/16/2023	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 08/22/2023										
106669 ADIDAS AMERICA INC										
6159923477		07/24/2023	082223	347973	2,020.33	2,020.33	09/22/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
6159976931		07/31/2023	082223	347973	406.20	406.20	09/29/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
6160000712		08/03/2023	082223	347973	346.76	346.76	10/02/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
108949 ADVANTAGE COLLECTION PROFESSIONALS LLC					2,773.29					
551930802		08/01/2023	082223	347974	376.49	376.49	09/04/2023	INV	PD	Jul Collection Commiss
CHECK DATE: 08/22/2023										
100843 AH HERMEL CANDY & TOBACCO CO										
982366		07/07/2023	080823	347899	307.96	307.96	08/07/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/08/2023										

VENDOR INVOICE LIST

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CHECK DATE: 08/08/2023										
983683		07/19/2023	080823	347899	618.52	618.52	08/19/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/08/2023										
984345		07/21/2023	080823	347899	283.14	283.14	08/21/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/08/2023										
984653		07/26/2023	082223	347975	378.73	378.73	08/26/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/22/2023										
985223		07/28/2023	082223	347975	678.64	678.64	08/28/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/22/2023										
985480		08/02/2023	082223	347975	327.51	327.51	09/02/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/22/2023										
985562		08/03/2023	082223	347975	177.00	177.00	09/03/2023	INV	PD	WATER FOR FD
CHECK DATE: 08/22/2023										
100048 AIM ELECTRONICS INC					3,347.30					
44614		07/31/2023	082223	347976	27,740.00	27,740.00	08/30/2023	INV	PD	Arena Scoreboards Fina
CHECK DATE: 08/22/2023										
100049 AIR COMPRESSORS PLUS										
221479		08/03/2023	082223	347977	18.99	18.99	09/02/2023	INV	PD	FIREMANS A/C PART
CHECK DATE: 08/22/2023										
110350 ALEX PRO FIREARMS LLC										
22360		08/08/2023	082223	347978	1,049.95	1,049.95	09/07/2023	INV	PD	Rifles/related equipme
CHECK DATE: 08/22/2023										
100068 ALOE CARE INTERNATIONAL LLC										
243598		07/28/2023	082223	347979	221.40	221.40	08/27/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
100072 ALTERNATIVE TECHNOLOGIES INC										
54289		07/31/2023	082223	347980	88.00	88.00	08/30/2023	INV	PD	OIL TESTING FOR TRANSF
CHECK DATE: 08/22/2023										
100101 AMERICAN PUBLIC WORKS ASSOCIATION										

Report generated: 08/18/2023 07:19
 User: 8482mrob
 Program ID: apinvlist

Page 3

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
777725-2023		07/03/2023	080823	347900	286.25	286.25	08/03/2023	INV	PD	B. JUNG APWA MEMEBERSH
CHECK DATE: 08/08/2023										
100096 AMERICAN TEST CENTER										
2231317		07/11/2023	080823	347901	3,250.00	3,250.00	08/10/2023	INV	PD	HOIST TESTING/SCISSOR
CHECK DATE: 08/08/2023										
100103 ANCOM TECHNICAL CENTER										
116372		08/01/2023	082223	347981	237.50	237.50	08/31/2023	INV	PD	HEADSET REPAIR E-11
CHECK DATE: 08/22/2023										
116394		08/03/2023	082223	347981	265.00	265.00	09/02/2023	INV	PD	HEADSET REPAIR
CHECK DATE: 08/22/2023										
					502.50					
100119 SHAKOPEE VALLEY FORD										
359425FOW		07/28/2023	082223	347982	381.00	381.00	08/28/2023	INV	PD	#707 RADIO MODULE W/ C
CHECK DATE: 08/22/2023										
CM359425FOW		08/08/2023	082223	347982	-150.00	-150.00	09/08/2023	CRM	PD	#707 RADIO CORE RETURN
CHECK DATE: 08/22/2023										
FOCB337794		08/07/2023	082223	347982	172.44	172.44	09/07/2023	INV	PD	#1151 ALIGNMENT
CHECK DATE: 08/22/2023										
					403.44					
100122 ARAMARK REFRESHMENT SERVICES										
059106112		07/21/2023	080823	347902	47.71	47.71	08/21/2023	INV	PD	COFFEE FOR FD
CHECK DATE: 08/08/2023										
6811285		07/31/2023	082223	347983	121.77	121.77	08/31/2023	INV	PD	Coffee Water Filter fo
CHECK DATE: 08/22/2023										
					169.48					
100146 ASPEN MILLS INC										
317302		07/26/2023	082223	347984	86.93	86.93	08/25/2023	INV	PD	DUTY UNIFORM SHOES
CHECK DATE: 08/22/2023										
317375		07/27/2023	082223	347984	149.99	149.99	08/26/2023	INV	PD	BOOTS-CODY
CHECK DATE: 08/22/2023										
317583		08/02/2023	082223	347984	153.41	153.41	09/01/2023	INV	PD	DUTY UNIFORM-MCCOY
CHECK DATE: 08/22/2023										
317973		08/11/2023	082223	347984	1,272.82	1,272.82	09/14/2023	INV	PD	DUTY UNIFORM-OPEN-INSP

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/22/2023										
					1,663.15					
111475 TODD MILLENACKER										
8-27-2023		08/10/2023	082223	347985	175.00	175.00	08/27/2023	INV	PD	Art in the Park Kids E
CHECK DATE: 08/22/2023										
105236 B & B TRANSFORMER INC										
28330		08/08/2023	082223	347986	1,807.00	1,807.00	09/08/2023	INV	PD	OIL SWITCH REPAIR
CHECK DATE: 08/22/2023										
28331	230149	08/08/2023	082223	347986	13,814.00	13,814.00	09/08/2023	INV	PD	TRNS 167KVA 120/240 #2
CHECK DATE: 08/22/2023										
28332	230151	08/08/2023	082223	347986	14,495.00	14,495.00	09/08/2023	INV	PD	TRN UG 75KVA 7.9 277/4
CHECK DATE: 08/22/2023										
28356	230152	08/10/2023	082223	347986	14,495.00	14,495.00	09/10/2023	INV	PD	TRN UG 75KVA 7.9 277/4
CHECK DATE: 08/22/2023										
					44,611.00					
109997 GARY ALLEN BARNES										
115958		08/01/2023	080823	347903	120.00	120.00	08/18/2023	INV	PD	Summer Concert Perform
CHECK DATE: 08/08/2023										
100174 BAUER BUILT TIRE AND BATTERY										
180294203		08/07/2023	082223	347987	863.74	863.74	09/15/2023	INV	PD	#1222 & #1212 TIRES
CHECK DATE: 08/22/2023										
110523 BRUCE BEDNARCHUK										
116647		08/01/2023	082223	347988	150.00	150.00	08/16/2023	INV	PD	entertainment Walk in
CHECK DATE: 08/22/2023										
105265 BEEBE, DENISE										
116526		06/29/2023	082223	347989	19.26	19.26	09/02/2023	INV	PD	MILEAGE-SHIP COLLABORA
CHECK DATE: 08/22/2023										
100188 BERRY COFFEE COMPANY										
964418		07/26/2023	082223	347990	100.24	100.24	08/26/2023	INV	PD	Coffee supply-Lodge
CHECK DATE: 08/22/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
964540		07/26/2023	082223	347990	67.30	67.30	08/26/2023	INV	PD	CCC coffee supply
CHECK DATE: 08/22/2023										
100201 BCBSM INC					167.54					
230803398334		08/03/2023	081523	347951	191,864.44	191,864.44	08/21/2023	INV	PD	SEP EMP INS PREM-MEDIC
CHECK DATE: 08/15/2023										
100210 BOLL, KELLY										
116549		07/25/2023	082223	347991	51.01	51.01	08/25/2023	INV	PD	Gas for city vehicle-T
CHECK DATE: 08/22/2023										
102279 BOLTON & MENK INC										
0314664		06/23/2023	082223	347992	5,120.50	5,120.50	08/27/2023	INV	PD	WASTEWATER SYSTEM PLAN
CHECK DATE: 08/22/2023										
0317174		07/25/2023	082223	347992	173,821.62	173,821.62	08/28/2023	INV	PD	TH 41 & CSAH 61 IMPROV
CHECK DATE: 08/22/2023										
0317177		07/25/2023	082223	347992	3,400.00	3,400.00	08/28/2023	INV	PD	CITY SQUARE PARK REHAB
CHECK DATE: 08/22/2023										
111516 BOOTH, ERIN					182,342.12					
36498		08/16/2023	082223	347993	65.01	65.01	09/16/2023	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 08/22/2023										
100214 BORDER STATES INDUSTRIES INC										
926771685	230147	08/07/2023	082223	347994	685.20	685.20	09/25/2023	INV	PD	CONNECT TRANS 4 5/8 CO
CHECK DATE: 08/22/2023										
926771699	230145	08/07/2023	082223	347994	1,438.00	1,438.00	09/25/2023	INV	PD	CONNECT COMP H-TAP 4/0
CHECK DATE: 08/22/2023										
926771733	230146	08/07/2023	082223	347994	1,389.26	1,389.26	09/25/2023	INV	PD	HOT LINE CLAMP STIRRUP
CHECK DATE: 08/22/2023										
100220 BOYER FORD TRUCKS INC					3,512.46					
008P26055		07/27/2023	082223	347995	169.98	169.98	08/27/2023	INV	PD	AIR BRAKE CHAMBERS
CHECK DATE: 08/22/2023										
008P26368		08/03/2023	082223	347995	161.58	161.58	09/03/2023	INV	PD	#114 BRAKE REPAIR

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/22/2023										
					331.56					
111519 BRAKEFIELD, RYAN										
37049		08/16/2023	082223	347996	141.33	141.33	09/16/2023	INV	PD	METER DEPOSIT REFUND-9
CHECK DATE: 08/22/2023										
100226 BRAUN INTERTEC CORPORATION										
B350963		07/26/2023	082223	347997	1,824.50	1,824.50	08/26/2023	INV	PD	2022 DT RECON-MATERIAL
CHECK DATE: 08/22/2023										
B350983		07/26/2023	082223	347997	3,962.00	3,962.00	08/26/2023	INV	PD	CREEK RD UTILITY, STRE
CHECK DATE: 08/22/2023										
					5,786.50					
100247 BROADWAY AWARDS INC										
53368		08/02/2023	082223	347998	187.00	187.00	09/02/2023	INV	PD	TROPHIES FOR WATER FIG
CHECK DATE: 08/22/2023										
111484 BROWN, STEVE										
33923		08/14/2023	082223	347999	3.35	3.35	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
103810 TARA ALISON BRUESKE										
0123		07/26/2023	080823	347904	400.00	400.00	08/11/2023	INV	PD	Summer Concert Perform
CHECK DATE: 08/08/2023										
100254 BRYAN ROCK PRODUCTS INC										
60046		07/31/2023	082223	348000	766.25	766.25	08/30/2023	INV	PD	STOCKPILE
CHECK DATE: 08/22/2023										
100311 CARVER COUNTY FIRE DEPT										
16		07/28/2023	082223	348001	850.00	850.00	08/28/2023	INV	PD	2023 ANNUAL MEMBERSHIP
CHECK DATE: 08/22/2023										
105231 JAMES J DONNA										
23001		07/26/2023	080823	347905	950.00	950.00	08/09/2023	INV	PD	Summer Concert Perform
CHECK DATE: 08/08/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100323 CDW GOVERNMENT INC										
KV03057		07/20/2023	080823	347906	57.64	57.64	08/19/2023	INV	PD	ADAPTOR CABLES
CHECK DATE: 08/08/2023										
KX09832		07/26/2023	082223	348002	820.42	820.42	08/25/2023	INV	PD	SURFACE GO-BLDG INSPEC
CHECK DATE: 08/22/2023										
KX33693		07/26/2023	082223	348002	324.72	324.72	08/25/2023	INV	PD	MONITORS FOR NEW ACCOU
CHECK DATE: 08/22/2023										
KZ13487		07/28/2023	082223	348002	255.00	255.00	08/27/2023	INV	PD	MERAKI LICENSE
CHECK DATE: 08/22/2023										
KZ58710		07/28/2023	082223	348002	260.34	260.34	08/27/2023	INV	PD	WIRELESS EARBUDS-IT
CHECK DATE: 08/22/2023										
LD32479		08/04/2023	082223	348002	15.25	15.25	09/03/2023	INV	PD	DISPLAYPORT CABLE
CHECK DATE: 08/22/2023										
					1,733.37					
111487 CENTERFIELD HOLDINGS INC										
38459		08/14/2023	082223	348003	954.62	954.62	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
100332 CENTERPOINT ENERGY RESOURCES CORP										
105010300/JUL23		08/04/2023	081723	347960	2,009.88	2,009.88	09/01/2023	INV	PD	JUL 3210 CHASKA BLVD G
CHECK DATE: 08/17/2023										
109045922/JUL23		08/07/2023	081723	347960	7,283.68	7,283.68	09/04/2023	INV	PD	JUL 1661 PARK RIDGE DR
CHECK DATE: 08/17/2023										
109052076/JUL23		08/07/2023	081723	347960	3,117.69	3,117.69	09/04/2023	INV	PD	JUL 1611 PARK RIDGE DR
CHECK DATE: 08/17/2023										
64030791582/JUL23		08/04/2023	081723	347960	13.10	13.10	09/01/2023	INV	PD	JUL 216 W 4TH ST GAS S
CHECK DATE: 08/17/2023										
64030828871/JUL23		08/04/2023	081723	347960	13.10	13.10	09/01/2023	INV	PD	JUL 423 N WALNUT ST GA
CHECK DATE: 08/17/2023										
					12,437.45					
100337 QWEST CORPORATION										
313249294/AUG23		08/11/2023	081723	347961	56.59	56.59	09/07/2023	INV	PD	AUG TC MAINT LOC PHN S
CHECK DATE: 08/17/2023										
313408124/AUG23		08/11/2023	081723	347961	67.79	67.79	09/07/2023	INV	PD	AUG TC MAINT LOC PHN S
CHECK DATE: 08/17/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
313773369/AUG23 CHECK DATE: 08/10/2023		08/01/2023	081023	347942	76.18	76.18	08/28/2023	INV	PD	AUG CCC BURGLAR ALARM
652064222 CHECK DATE: 08/10/2023		08/01/2023	081023	347943	351.62	351.62	08/31/2023	INV	PD	AUG SIP PHONE BILL
652155697 CHECK DATE: 08/10/2023		08/01/2023	081023	347943	850.10	850.10	08/31/2023	INV	PD	AUG INTERNET SERVICE
100374 CHANHASSEN, CITY OF					1,402.28					
April 2023 CHECK DATE: 08/08/2023		07/26/2023	080823	347907	37.34	37.34	08/16/2023	INV	PD	APR HWY 41/82ND ST SIG
June 2023 CHECK DATE: 08/08/2023		07/26/2023	080823	347907	35.46	35.46	08/16/2023	INV	PD	JUN HWY 41/82ND ST SIG
March 2023 CHECK DATE: 08/08/2023		07/26/2023	080823	347907	33.10	33.10	08/16/2023	INV	PD	MAR HWY 41/82ND ST SIG
May 2023 CHECK DATE: 08/08/2023		07/26/2023	080823	347907	36.91	36.91	08/16/2023	INV	PD	MAY HWY 41/82ND ST SIG
107927 CHASKA AREA COMPETITIVE JR CURLING CLUB					142.81					
2013258.002 CHECK DATE: 08/22/2023		08/14/2023	082223	348004	230.12	230.12	09/14/2023	INV	PD	RFD TAX FOR LEAGUE FEE
111213 CHASKA COMMONS LLC										
SEP 2023 UNIT 3 CHECK DATE: 08/22/2023	230055	08/15/2023	082223	348005	1,475.00	1,475.00	08/31/2023	INV	PD	Sep Rent-Unit #3 210 C
100368 CHASKA LAUNDRY CENTER										
2254 CHECK DATE: 08/10/2023		07/31/2023	081023	347944	242.39	242.39	08/20/2023	INV	PD	JUL TOWELS-TC
100350 CHASKA, CITY OF										
116532 CHECK DATE: 08/10/2023		08/03/2023	081023	347945	2,144.56	2,144.56	09/03/2023	INV	PD	Land Use App Fee-Publi
VACC CLINIC 2023 CHECK DATE: 08/03/2023		08/01/2023	080323	347892	80.00	80.00	08/03/2023	INV	PD	CHANGE FOR PD VACCINAT

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110240 CINTAS CORPORATION NO 2					2,224.56					
5169309560		08/01/2023	082223	348006	185.16	185.16	09/01/2023	INV	PD	1st Aide Supplies-PD
CHECK DATE: 08/22/2023										
102293 CITY OF CHASKA-ELECT										
133013001-2023-1		07/28/2023	082223	348007	1,877.99	1,877.99	08/28/2023	INV	PD	JUL REBATE-RESIDENTIAL
CHECK DATE: 08/22/2023										
109942 MANSFIELD TOP SERVICES INC										
42009008563		07/28/2023	082223	348008	328.13	328.13	08/27/2023	INV	PD	JUL EVENT CTR LABOR
CHECK DATE: 08/22/2023										
62009000988		08/15/2023	082223	348008	-322.28	-322.28	09/15/2023	CRM	PD	Credit-No Service on 8
CHECK DATE: 08/22/2023										
111456 FIORELLA CIUFFARDI-YUPANQUI					5.85					
116597		08/07/2023	082223	348009	108.02	108.02	09/07/2023	INV	PD	Reimb Candidate Rental
CHECK DATE: 08/22/2023										
100418 CLEARSOFT INC										
166-325		08/01/2023	082223	348010	75.00	75.00	08/27/2023	INV	PD	AUG FD WATER SOFTENER
CHECK DATE: 08/22/2023										
100416 ROGER CLEVELAND GOLF CO INC										
7577229 SO		07/18/2023	082223	348011	864.84	864.84	09/16/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
7591242 SO		07/27/2023	082223	348011	102.60	102.60	09/25/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
104831 PACIFIC RIM VENTURES INC					967.44					
1557832-00		08/01/2023	082223	348012	435.00	435.00	08/31/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
100419 CLOVER CONDOMINIUM ASSOCIATION										
498838-21	230005	08/15/2023	081523	347952	419.95	419.95	08/31/2023	INV	PD	SEP COMMUNITY ROOM DUE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/15/2023										
100423 CLUB CAR LLC										
1508		06/16/2023	082223	348013	-3,500.16	-3,500.16	08/31/2023	CRM	PD	#518 Bev Cart Trade In
CHECK DATE: 08/22/2023										
32021		08/03/2023	082223	348013	12,621.95	12,621.95	09/02/2023	INV	PD	#518 NEW BEVERAGE CART
CHECK DATE: 08/22/2023										
					9,121.79					
109691 PRO-SHOPKEEPER COMPUTER SOFTWARE COMPANY										
INV1622418		08/01/2023	082223	348014	794.00	794.00	08/31/2023	INV	PD	AUG TC/LOOP SOFTWARE
CHECK DATE: 08/22/2023										
111222 CNH ARCHITECTS LTD										
2866		07/31/2023	082223	348015	71,429.38	71,429.38	08/11/2023	INV	PD	Public Safety Facility
CHECK DATE: 08/22/2023										
110722 COASTWISE FIREGUARD INC										
947		08/07/2023	082223	348016	2,011.80	2,011.80	09/07/2023	INV	PD	PLAN REVIEW-CHASKA TEC
CHECK DATE: 08/22/2023										
100436 COMCAST CORPORATION										
0036243/AUG23-TC		08/07/2023	081723	347962	237.69	237.69	09/01/2023	INV	PD	CLUBHOUSE CABLE
CHECK DATE: 08/17/2023										
0055482/JUL23-FD		07/12/2023	080323	347893	6.75	6.75	08/06/2023	INV	PD	JUL FD CABLE
CHECK DATE: 08/03/2023										
116887		08/09/2023	081723	347962	79.74	79.74	09/03/2023	INV	PD	Aug PD Cable
CHECK DATE: 08/17/2023										
					324.18					
104611 COMMERCIAL FURNITURE SERVICES INC										
94123-0		06/19/2023	080823	347908	3,784.29	3,784.29	07/19/2023	INV	PD	OFFICE CUBES FOR FIRE
CHECK DATE: 08/08/2023										
105466 COMPUTER INTEGRATION TECHNOLOGIES INC										
355719		08/15/2023	082223	348017	5,359.00	5,359.00	09/14/2023	INV	PD	AUG OFFICE 365 AGREEME
CHECK DATE: 08/22/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
356121		08/10/2023	082223	348017	1,720.00	1,720.00	09/10/2023	INV	PD	DATACENTER/NETWORK REF
CHECK DATE: 08/22/2023										
110239 COMPUTERSHARE TRUST COMPANY NA					7,079.00					
2245661		08/01/2023	082223	348018	525.00	525.00	08/31/2023	INV	PD	2012A PAYING AGENT FEE
CHECK DATE: 08/22/2023										
111513 CORDOVA, MARIANO										
10010989		08/16/2023	082223	348019	52.90	52.90	09/16/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 08/22/2023										
106301 CORE AND MAIN LP										
T350422		08/08/2023	082223	348020	532.10	532.10	09/08/2023	INV	PD	RACHEL CT SUMP LINE PI
CHECK DATE: 08/22/2023										
107208 CREEKS RUN PHASE II LLC										
11		08/04/2023	082223	348021	8,029.39	8,029.39	09/04/2023	INV	PD	PAYGO NOTE PMT-CREEKS
CHECK DATE: 08/22/2023										
100479 CULLIGAN-METRO BROOKLYN PARK										
114-01594506-5 JUL23		07/31/2023	081023	347946	138.62	138.62	08/20/2023	INV	PD	COOLER RENT & WATER-TC
CHECK DATE: 08/10/2023										
100523 DARRELL R ERVASTI										
15752		08/03/2023	082223	348022	1,399.15	1,399.15	09/03/2023	INV	PD	MOUND CLAY - BALLPARKS
CHECK DATE: 08/22/2023										
100490 DAKOTA SUPPLY GROUP										
S102783585.002 230142		07/24/2023	082223	348023	4,473.83	4,473.83	08/24/2023	INV	PD	T-BODY LUGS (24) ELBOW
CHECK DATE: 08/22/2023										
111417 MINNESOTA DEPARTMENT OF ADMINISTRATION										
00000743599		05/10/2023	080323	347894	80.00	80.00	07/30/2023	INV	PD	DATA PRACTICES 201
CHECK DATE: 08/03/2023										
100508 DDK CONSTRUCTION INC										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2540		07/26/2023	082223	348024	25,170.00	25,170.00	08/26/2023	INV	PD	LOOP MAINT BLDG FOOTIN
CHECK DATE: 08/22/2023										
2541		07/26/2023	082223	348024	24,250.00	24,250.00	08/26/2023	INV	PD	LOOP CLUBHOUSE FOOTING
CHECK DATE: 08/22/2023										
					49,420.00					
111478 DILES, DENNIS										
10007451		08/14/2023	082223	348025	258.21	258.21	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
111166 MICHAEL DAVID DORSHAK										
115965		08/01/2023	080823	347909	95.00	95.00	08/18/2023	INV	PD	Summer Concert Perform
CHECK DATE: 08/08/2023										
111468 DOUB, AMANDA										
36742		08/01/2023	082223	348026	166.56	166.56	09/01/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
100567 DVS RENEWAL										
116004		07/26/2023	080823	347910	57.00	57.00	08/01/2023	INV	PD	Registration - Unmarke
CHECK DATE: 08/08/2023										
100577 EASY PICKER GOLF PRODUCTS INC										
0194977-IN		08/01/2023	082223	348027	642.97	642.97	09/01/2023	INV	PD	COURSE MARKING PAINT
CHECK DATE: 08/22/2023										
100589 ELECTRICAL MATERIALS COMPANY										
408709	230144	07/14/2023	082223	348028	249.42	249.42	08/14/2023	INV	PD	RISER UGUARD 3" PVC 10
CHECK DATE: 08/22/2023										
100602 EMERGENCY APPARATUS MAINTENANCE INC										
128897		08/01/2023	082223	348029	289.84	289.84	09/01/2023	INV	PD	#328 RELIEF VALVE
CHECK DATE: 08/22/2023										
102657 ENERGY MANAGEMENT SOLUTIONS INC										
10680		08/01/2023	082223	348030	6,241.34	6,241.34	09/05/2023	INV	PD	AUGUST RETAINER FEE
CHECK DATE: 08/22/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
103643	EROSION PRODUCTS LLC									
232037		07/25/2023	082223	348031	499.80	499.80	08/24/2023	INV	PD	EROSION BLANKET
CHECK DATE: 08/22/2023										
100619	ESS BROTHERS & SONS INC									
DD5137		07/17/2023	082223	348032	10,861.95	10,861.95	08/17/2023	INV	PD	OVERLAY MANHOLES/VALVE
CHECK DATE: 08/22/2023										
100625	EUREKA CONSTRUCTION INC									
53290150-10		08/07/2023	082223	348033	1,101,997.18	1,101,997.18	09/07/2023	INV	PD	CREEK RD UTILITY & ST
CHECK DATE: 08/22/2023										
100629	DAVID J SMASAL									
12054		07/25/2023	082223	348034	1,005.00	1,005.00	08/25/2023	INV	PD	New upholstery for wei
CHECK DATE: 08/22/2023										
105728	FIDELITY SECURITY LIFE INSURANCE COMPANY									
165888149		07/22/2023	081023	347947	755.76	755.76	08/31/2023	INV	PD	AUG EMP INS PREM-VISIO
CHECK DATE: 08/10/2023										
110568	KIRI ANN FAUL									
1594		07/27/2023	082223	348035	1,950.00	1,950.00	08/27/2023	INV	PD	PYSCH EVALS FOR NEW FF
CHECK DATE: 08/22/2023										
100649	FEDERAL EXPRESS CORPORATION									
8-217-99988		08/09/2023	081723	347963	69.58	69.58	08/24/2023	INV	PD	UB SHIPPING FROM US BA
CHECK DATE: 08/17/2023										
110169	FELHABER LARSON FENLON AND VOGT PA									
707003		08/08/2023	082223	348036	22,965.00	22,965.00	09/08/2023	INV	PD	TH 41 PROJECT-PROPERTY
CHECK DATE: 08/22/2023										
111470	FELTMANN, WILSON									
116527		07/01/2023	080823	347911	29.74	29.74	08/12/2023	INV	PD	SPRAY PAINT, SANDPAPER
CHECK DATE: 08/08/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100653 FERGUSON ENTERPRISES INC										
0212426		07/12/2023	080823	347912	12.96	12.96	08/12/2023	INV	PD	NITROGEN REFILL
CHECK DATE: 08/08/2023										
0242092		07/20/2023	082223	348037	3,650.12	3,650.12	08/20/2023	INV	PD	3" HYDRANT METER
CHECK DATE: 08/22/2023										
					3,663.08					
100655 FERRELLGAS 7780961										
1123697280		05/14/2023	082223	348038	72.78	72.78	08/14/2023	INV	PD	PROPANE
CHECK DATE: 08/22/2023										
1123764224		05/03/2023	082223	348038	72.78	72.78	08/14/2023	INV	PD	PROPANE
CHECK DATE: 08/22/2023										
1123776839		06/12/2023	082223	348038	99.42	99.42	08/14/2023	INV	PD	PROPANE
CHECK DATE: 08/22/2023										
2032793796		07/03/2023	082223	348038	110.99	110.99	08/03/2023	INV	PD	PROPANE
CHECK DATE: 08/22/2023										
2033443284		07/27/2023	082223	348038	125.41	125.41	08/27/2023	INV	PD	PROPANE
CHECK DATE: 08/22/2023										
					481.38					
100673 FLEETPRIDE INC										
109528233		07/26/2023	082223	348039	404.50	404.50	08/26/2023	INV	PD	#116 AIR BRAKE CHAMBER
CHECK DATE: 08/22/2023										
109569064		07/27/2023	082223	348039	-145.96	-145.96	08/27/2023	CRM	PD	#116 AIR BRAKE CHAMBER
CHECK DATE: 08/22/2023										
109868099		08/09/2023	082223	348039	33.51	33.51	09/09/2023	INV	PD	#112 BRAKE CHAMBER HOS
CHECK DATE: 08/22/2023										
109976434		08/14/2023	082223	348039	386.68	386.68	09/14/2023	INV	PD	#110 BRAKE SHOES & HAR
CHECK DATE: 08/22/2023										
					678.73					
100684 FORNER, TOM										
116650		08/04/2023	082223	348040	15.72	15.72	09/04/2023	INV	PD	MILEAGE-INSPECTIONS W/
CHECK DATE: 08/22/2023										
100693 FS3 INC										
84649		08/09/2023	082223	348041	324.68	324.68	09/08/2023	INV	PD	POLY PULL TAPE
CHECK DATE: 08/22/2023										

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100717 GENERAL PARTS LLC										
6442046		07/26/2023	082223	348042	644.95	644.95	08/26/2023	INV	PD	OAK 19 OVEN REPAIRS
CHECK DATE: 08/22/2023										
6442802		07/27/2023	082223	348042	314.95	314.95	08/27/2028	INV	PD	OAK 19 OVEN REPAIR
CHECK DATE: 08/22/2023										
					959.90					
111522 GIVENS, NEIL										
37650		08/16/2023	082223	348043	73.28	73.28	09/16/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 08/22/2023										
105034 GOLD MEDAL PRODUCTS COMPANY										
39633		07/28/2023	082223	348044	221.00	221.00	08/28/2023	INV	PD	FD OPEN HOUSE POPCORN
CHECK DATE: 08/22/2023										
101463 GOPHER STATE ONE CALL										
3070285		07/31/2023	082223	348045	981.45	981.45	08/30/2023	INV	PD	JULY LOCATES
CHECK DATE: 08/22/2023										
100753 GPS INDUSTRIES LLC										
LEASE0027814		08/15/2023	082223	348046	5,504.00	5,504.00	09/15/2023	INV	PD	GPS LEASE
CHECK DATE: 08/22/2023										
100763 GRACZYK, NOEL										
116555		07/25/2023	082223	348047	44.25	44.25	08/25/2023	INV	PD	MILEAGE-MMPA ANNUAL MT
CHECK DATE: 08/22/2023										
100759 WW GRAINGER INC										
9772962081		07/18/2023	080823	347913	174.50	174.50	08/17/2023	INV	PD	FILTER EQUIPMENT
CHECK DATE: 08/08/2023										
9776780356		07/20/2023	080823	347914	335.46	335.46	08/19/2023	INV	PD	CONE CUPS, BATTERIES-T
CHECK DATE: 08/08/2023										
9780314960		07/24/2023	082223	348048	618.34	618.34	08/23/2023	INV	PD	HVAC BELTS
CHECK DATE: 08/22/2023										
9781915989		07/25/2023	082223	348048	374.31	374.31	08/24/2023	INV	PD	FILTERS & BELTS
CHECK DATE: 08/22/2023										

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9783551154 CHECK DATE: 08/22/2023		07/26/2023	082223	348048	194.16	194.16	08/25/2023	INV	PD	FILTERS FOR SUBSTATION
9789845444 CHECK DATE: 08/22/2023		08/01/2023	082223	348048	28.61	28.61	09/01/2023	INV	PD	BOILER EXHAUST FAN
9790999123 CHECK DATE: 08/22/2023		08/02/2023	082223	348048	458.80	458.80	09/01/2023	INV	PD	METER (MINODES) PARTS
9791596332 CHECK DATE: 08/22/2023		08/02/2023	082223	348048	104.43	104.43	09/01/2023	INV	PD	MAINTENANCE PARTS
					2,288.61					
100758 GRAYBAR ELECTRIC COMPANY INC										
9333189065 CHECK DATE: 08/22/2023		07/26/2023	082223	348049	6,137.14	6,137.14	08/26/2023	INV	PD	CONDUIT COUPLERS 2" AN
9333299295 CHECK DATE: 08/22/2023		08/03/2023	082223	348049	-5,985.00	-5,985.00	08/03/2023	CRM	PD	RETURN OF 3"PVC INV# 9
9333401487 CHECK DATE: 08/22/2023	230148	08/09/2023	082223	348049	825.31	825.31	09/09/2023	INV	PD	CONDUIT ELBOW 4-90 DEG
					977.45					
100772 MINNEAPOLIS ST PAUL REG ECON DEV PAR										
INV-1106 CHECK DATE: 08/22/2023		08/14/2023	082223	348050	10,500.00	10,500.00	09/14/2023	INV	PD	2023 Annual Investment
111527 GUARDIAN FIRE PROTECTION INC										
2451 CHECK DATE: 08/22/2023		08/09/2023	082223	348051	19,000.00	19,000.00	09/08/2023	INV	PD	LOOP FIRE SUPPRESSION
2452 CHECK DATE: 08/22/2023		08/09/2023	082223	348051	16,000.00	16,000.00	09/08/2023	INV	PD	LOOP FIRE SUPPRESSION S
					35,000.00					
111521 GUSTIN, EMILEE										
37592 CHECK DATE: 08/22/2023		08/16/2023	082223	348052	85.10	85.10	09/16/2023	INV	PD	METER DEPOSIT REFUND-8
111517 HAMMOND, TRISHA										
36141 CHECK DATE: 08/22/2023		08/16/2023	082223	348053	162.74	162.74	09/16/2023	INV	PD	METER DEPOSIT REFUND-2

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111474 PAUL HAUGO										
12715 CHECK DATE: 08/22/2023		08/04/2023	082223	348054	1,926.00	1,926.00	09/03/2023	INV	PD	GEO TECH TESTING LOOP
12718 CHECK DATE: 08/22/2023		08/04/2023	082223	348054	1,964.00	1,964.00	09/03/2023	INV	PD	GEO TECH TESTING LOOP
					3,890.00					
100810 HAWKINS INC										
6549065 CHECK DATE: 08/22/2023		07/31/2023	082223	348055	1,264.76	1,264.76	09/14/2023	INV	PD	WTP CHEMICALS
6549549 CHECK DATE: 08/22/2023		08/04/2023	082223	348055	7,245.83	7,245.83	09/18/2023	INV	PD	WTP CHEMICALS
					8,510.59					
111483 HAYES, DEBRA										
10001925 CHECK DATE: 08/22/2023		08/14/2023	082223	348056	208.51	208.51	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
110938 HEDRINGTON, ZACH										
2013205.002 CHECK DATE: 08/22/2023		07/31/2023	082223	348057	31.00	31.00	08/31/2023	INV	PD	RFD YOUTH BASEBALL PAYEE: HEDRINGTON, ZACH
100827 HEGERS DAIRY LLC										
1342 CHECK DATE: 08/08/2023		07/21/2023	080823	347915	514.70	514.70	08/21/2023	INV	PD	Concession Stand Resal
1343 CHECK DATE: 08/08/2023		07/25/2023	080823	347915	1,094.09	1,094.09	08/07/2023	INV	PD	Concession Stand Resal
1344 CHECK DATE: 08/22/2023		07/28/2023	082223	348058	558.07	558.07	08/28/2023	INV	PD	Concession Stand Resal
1345 CHECK DATE: 08/22/2023		08/04/2023	082223	348058	264.25	264.25	09/04/2023	INV	PD	Concession Stand Resal
					2,431.11					
110502 HEITZ, BRANDON										
116528 CHECK DATE: 08/08/2023		06/23/2023	080823	347916	80.00	80.00	07/28/2023	INV	PD	DOT PHYSICAL REIMBURSE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100830 HELSTROM, DEREK										
116529		06/27/2023	080823	347917	106.25	106.25	07/29/2023	INV	PD	MILEAGE 5/16-6/27
CHECK DATE: 08/08/2023										
100841 HERMANS LANDSCAPE SUPPLIES										
470027/1		07/25/2023	082223	348059	362.00	362.00	08/25/2023	INV	PD	DIRT FOR TC
CHECK DATE: 08/22/2023										
470029/1		07/25/2023	082223	348059	724.00	724.00	08/25/2023	INV	PD	DIRT FOR TC
CHECK DATE: 08/22/2023										
					1,086.00					
100848 HIGH TECH CLEANING INC										
19111		08/01/2023	082223	348060	3,294.00	3,294.00	09/01/2023	INV	PD	CITY HALL - CLEANING S
CHECK DATE: 08/22/2023										
19112		08/01/2023	082223	348060	520.00	520.00	09/01/2023	INV	PD	COMMUNITY ROOM - CLOVE
CHECK DATE: 08/22/2023										
19113		08/01/2023	082223	348060	1,593.00	1,593.00	09/01/2023	INV	PD	FIRE STATION - CLEANIN
CHECK DATE: 08/22/2023										
19114		08/01/2023	082223	348060	1,215.00	1,215.00	09/01/2023	INV	PD	HISTORY CENTER - CLEAN
CHECK DATE: 08/22/2023										
19115		08/01/2023	082223	348060	215.00	215.00	09/01/2023	INV	PD	IT DEPARTMENT - CLEANI
CHECK DATE: 08/22/2023										
19116		08/01/2023	082223	348060	2,525.96	2,525.96	09/01/2023	INV	PD	MSB - CLEANING SERVICE
CHECK DATE: 08/22/2023										
19117		08/01/2023	082223	348060	185.00	185.00	09/01/2023	INV	PD	STANTEC BUILDING
CHECK DATE: 08/22/2023										
19118		08/01/2023	082223	348060	665.00	665.00	09/01/2023	INV	PD	WTP
CHECK DATE: 08/22/2023										
19169		08/01/2023	082223	348060	452.67	452.67	09/01/2023	INV	PD	MSB CLEANING SUPPLIES
CHECK DATE: 08/22/2023										
					10,665.63					
109882 HERITAGE LANDSCAPE SUPPLY GROUP INC										
0012171402-001		08/09/2023	082223	348061	282.56	282.56	09/09/2023	INV	PD	VEGETATION CONTROL
CHECK DATE: 08/22/2023										
100859 HOISINGTON KOEGLER GROUP INC										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
022-043-11 CHECK DATE: 08/22/2023		08/12/2023	082223	348062	336.25	336.25	09/12/2023	INV	PD	ZONING CODE AUDIT-JUL
022-046-11 CHECK DATE: 08/22/2023		08/14/2023	082223	348062	2,775.26	2,775.26	09/14/2023	INV	PD	CITY SQUARE PARK-JUL
					3,111.51					
106151 HOLT TOUR AND CHARTER INC										
49268 CHECK DATE: 08/08/2023		07/18/2023	080823	347918	750.00	750.00	08/18/2023	INV	PD	transportation Boat Cr
100878 HUEBSCH										
84176/JUL2023 CHECK DATE: 08/08/2023		07/31/2023	080823	347919	1,611.13	1,611.13	08/10/2023	INV	PD	JUL RUG/MAT SERVICE
105183 HUNKERD DOWN LLC										
116702 CHECK DATE: 08/22/2023		08/01/2023	082223	348063	400.00	400.00	09/10/2023	INV	PD	Summer Concert Perform
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP										
2023/0728-ICMA CHECK DATE: 08/01/2023		07/28/2023	080123-1	347885	5,527.85	5,527.85	07/28/2023	INV	PD	072823 Payroll - 457 &
2023/0811-ICMA CHECK DATE: 08/15/2023		08/11/2023	081523	347953	5,539.25	5,539.25	08/11/2023	INV	PD	081123 Payroll - 457 &
					11,067.10					
104751 IMPACT MAILING OF MINNESOTA INC										
206867 CHECK DATE: 08/22/2023		07/26/2023	082223	348064	8,467.11	8,467.11	08/26/2023	INV	PD	Jul Bills
110528 INVOICE CLOUD INC										
3052-2023_7 CHECK DATE: 08/22/2023		07/31/2023	082223	348065	12,504.04	12,504.04	08/31/2023	INV	PD	Jul UB Payment Process
100950 JIRIK SOD FARMS INC										
51863 CHECK DATE: 08/22/2023		07/10/2023	082223	348066	15,372.00	15,372.00	08/31/2023	INV	PD	SOD FOR DRIVING RANGE
108948 AUDRANN INC										

City of Chaska

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1431841 CHECK DATE: 08/22/2023		07/26/2023	082223	348067	407.25	407.25	09/09/2023	INV	PD	REFRIGERANT FOR ST. FR
1432053 CHECK DATE: 08/22/2023		07/26/2023	082223	348067	97.50	97.50	09/09/2023	INV	PD	HUMIDITY & TEMP METER
1433638 CHECK DATE: 08/22/2023		08/04/2023	082223	348067	209.56	209.56	09/18/2023	INV	PD	HVAC FILTERS
					714.31					
111465 SARAH JANE MCARTHUR 20131 CHECK DATE: 08/22/2023		06/29/2023	082223	348068	915.00	915.00	08/12/2023	INV	PD	Kids tattoos
111482 KHAN, SABINA 10014066 CHECK DATE: 08/22/2023		08/14/2023	082223	348069	13.72	13.72	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
111280 REBECCA KICKERT 4 CHECK DATE: 08/03/2023		07/26/2023	080323	347895	5,456.00	5,456.00	08/01/2023	INV	PD	AUG RELOCATION CLAIM
111467 KOCKS, LEON 10014182 CHECK DATE: 08/22/2023		08/01/2023	082223	348070	40.15	40.15	09/01/2023	INV	PD	CREDIT BALANCE REFUND-
101007 KODRU EQUIPMENT INC 24717 CHECK DATE: 08/22/2023		07/10/2023	082223	348071	10,974.00	10,974.00	08/10/2023	INV	PD	SHED-PRESSURE RELIEF S
111485 KRANZ, TODD 35541 CHECK DATE: 08/22/2023		08/14/2023	082223	348072	34.07	34.07	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
101043 LANO EQUIPMENT INC 01-1011058 CHECK DATE: 08/22/2023		07/24/2023	082223	348073	2,015.06	2,015.06	08/24/2023	INV	PD	#719 ENGINE INJECTOR R
01-1011603 CHECK DATE: 08/22/2023		07/26/2023	082223	348073	253.16	253.16	08/26/2023	INV	PD	#719 BOBCAT CUTTING ED

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					2,268.22					
101050 LAW ENFORCEMENT LABOR SERVICES INC										
Aug-23		08/11/2023	081523	347954	1,822.50	1,822.50	08/11/2023	INV	PD	Aug-23 Police Union Du
CHECK DATE: 08/15/2023										
101071 LENZEN CHEVROLET BUICK INC										
87388		08/03/2023	082223	348074	745.71	745.71	09/03/2023	INV	PD	#1222 BRADE PADS & FRO
CHECK DATE: 08/22/2023										
87390		08/04/2023	082223	348074	313.18	313.18	09/04/2023	INV	PD	#1222 BRAKES, PADS & R
CHECK DATE: 08/22/2023										
87426		08/10/2023	082223	348074	143.48	143.48	09/10/2023	INV	PD	#720 STARTER
CHECK DATE: 08/22/2023										
					1,202.37					
107984 LEXIPOL LLC										
INVLEX18629		08/01/2023	082223	348075	5,328.55	5,328.55	08/31/2023	INV	PD	ANNUAL FIRE POLICY MAN
CHECK DATE: 08/22/2023										
INVLEX18630		07/31/2023	082223	348075	2,515.60	2,515.60	08/31/2023	INV	PD	FIRE IMPLEMENTATION 8/
CHECK DATE: 08/22/2023										
					7,844.15					
109995 WAYNE D LIEBHARD										
115955		08/01/2023	080823	347920	120.00	120.00	08/18/2023	INV	PD	Summer Concert Perform
CHECK DATE: 08/08/2023										
111154 TYLER J LINTON										
081723-1		05/18/2023	082223	348076	425.00	425.00	08/31/2023	INV	PD	Touch a Truck Magic Sh
CHECK DATE: 08/22/2023										
101091 REORG PIZZA LLC										
80206742-2023-1		07/27/2023	082223	348077	50.00	50.00	08/27/2023	INV	PD	JUL REBATE-BUSINESS CO
CHECK DATE: 08/22/2023										
101097 LOCATORS & SUPPLIES INC										
0308951-IN		08/03/2023	082223	348078	181.00	181.00	09/03/2023	INV	PD	NITRILE GLOVES
CHECK DATE: 08/22/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
0308983-IN		08/04/2023	082223	348078	173.60	173.60	09/04/2023	INV	PD	TRANSFORMER PAINT
CHECK DATE: 08/22/2023										
0309096-IN		08/10/2023	082223	348078	2,365.72	2,365.72	09/10/2023	INV	PD	LOCATING FLAGS
CHECK DATE: 08/22/2023										
					2,720.32					
101096 LOCKSAFE										
429538		07/27/2023	082223	348079	234.00	234.00	08/27/2023	INV	PD	Keys, svc call
CHECK DATE: 08/22/2023										
104424 LOGANS REPAIR										
22814		08/03/2023	082223	348080	129.99	129.99	09/03/2023	INV	PD	#1151 CONTOL ARMS INST
CHECK DATE: 08/22/2023										
103842 LOCAL GOVERNMENT INFORMATION SYSTEMS										
53944		08/01/2023	082223	348081	836.00	836.00	09/01/2023	INV	PD	AUG SA SUPPORT
CHECK DATE: 08/22/2023										
101115 LUTHYS SANDBLASTING & PAINTING INC										
3046		07/12/2023	080823	347921	5,975.00	5,975.00	08/12/2023	INV	PD	TRANSFORMER PAINTING
CHECK DATE: 08/08/2023										
111340 US LBM OPERATING CO 3009 LLC										
882915		07/27/2023	082223	348082	11,838.46	11,838.46	08/26/2023	INV	PD	LOOP CLUBHOUSE ROOF
CHECK DATE: 08/22/2023										
882991		07/27/2023	082223	348082	195.14	195.14	08/26/2023	INV	PD	LOOP CLUBHOUSE ROOF
CHECK DATE: 08/22/2023										
882994		07/27/2023	082223	348082	152.87	152.87	08/26/2023	INV	PD	LOOP CLUBHOUSE ROOF
CHECK DATE: 08/22/2023										
883482		07/31/2023	082223	348082	12,392.31	12,392.31	08/30/2023	INV	PD	LOOP CLUBHOUSE ROOF
CHECK DATE: 08/22/2023										
883518		07/31/2023	082223	348082	14,165.04	14,165.04	08/30/2023	INV	PD	LOOP CLUBHOUSE ROOF
CHECK DATE: 08/22/2023										
883754		08/02/2023	082223	348082	1,390.81	1,390.81	09/01/2023	INV	PD	LOOP CLUBHOUSE BLDG MA
CHECK DATE: 08/22/2023										
					40,134.63					
105710 MACQUEEN EMERGENCY GROUP										

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W05312		07/05/2023	080823	347922	1,073.14	1,073.14	08/05/2023	INV	PD	#312 FIRE - LIGHTS REP
CHECK DATE: 08/08/2023										
103449 MADDEN GALANTER HANSEN LLP										
116763		08/11/2023	082223	348083	360.00	360.00	09/11/2023	INV	PD	JUL LEGAL-LABOR RELATI
CHECK DATE: 08/22/2023										
110107 CARRIE CORLEE GOETTLICHER										
71523-1		07/20/2023	080823	347923	1,560.00	1,560.00	08/20/2023	INV	PD	F&I Face painter, glit
CHECK DATE: 08/08/2023										
104521 MANGOLD GROUP LLC										
10919		07/31/2023	082223	348084	2,299.00	2,299.00	08/30/2023	INV	PD	MT. PLEASANT JULY 2023
CHECK DATE: 08/22/2023										
103176 MANSFIELD OIL COMPANY										
24485669		07/28/2023	082223	348085	8,930.90	8,930.90	08/27/2023	INV	PD	DYED DIESEL
CHECK DATE: 08/22/2023										
24485670		07/28/2023	082223	348085	15,800.21	15,800.21	08/27/2023	INV	PD	UNLEADED FUEL
CHECK DATE: 08/22/2023										
					24,731.11					
107796 DAWN MARTIN										
June July Zumba 2023		07/23/2023	082223	348086	128.70	128.70	08/31/2023	INV	PD	June July Zumba 2023
CHECK DATE: 08/22/2023										
108565 MCGRANN SHEA CARNIVAL STRAUGHN AND LAMB CHARTERED										
145881		07/10/2023	081523	347955	38.50	38.50	08/11/2023	INV	PD	LEGAL FOR AUDIT RESPON
CHECK DATE: 08/15/2023										
101183 METROPOLITAN COUNCIL										
JUL 2023 SAC		07/31/2023	082223	348087	280,457.10	280,457.10	08/31/2023	INV	PD	JUL SAC CHARGES
CHECK DATE: 08/22/2023										
101182 METROPOLITAN COUNCIL										
0001160597		08/02/2023	082223	348088	309,383.60	309,383.60	09/01/2023	INV	PD	SEP SEWER SERVICES FOR
CHECK DATE: 08/22/2023										

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101187 METRO SALES INC										
INV2326996		07/19/2023	080823	347924	184.89	184.89	08/18/2023	INV	PD	TC COPIER CONTRACT-SEM
CHECK DATE: 08/08/2023										
INV2338640		08/07/2023	082223	348089	163.00	163.00	09/06/2023	INV	PD	Contract Invoice
CHECK DATE: 08/22/2023										
					347.89					
101188 MEYER LABORATORY INC										
0901415-IN		08/14/2023	082223	348090	463.76	463.76	09/14/2023	INV	PD	WASP SPRAY
CHECK DATE: 08/22/2023										
101196 MID COUNTY COOP #122622										
58011		07/31/2023	080823	347925	982.69	982.69	08/10/2023	INV	PD	262 GLS DIESEL-TC
CHECK DATE: 08/08/2023										
58012		07/31/2023	080823	347925	1,151.13	1,151.13	08/10/2023	INV	PD	311 GLS GAS-TC
CHECK DATE: 08/08/2023										
					2,133.82					
101217 MINNESOTA CHILD SUPPORT PMT CTR										
PR0728230014462992		07/28/2023	080123-1	347886	82.62	82.62	07/28/2023	INV	PD	072823 Payroll - Child
CHECK DATE: 08/01/2023										
PR0728230015806598		07/28/2023	080123-1	347887	461.46	461.46	07/28/2023	INV	PD	072823 Payroll - Child
CHECK DATE: 08/01/2023										
PR0811230015806598		08/11/2023	081523	347956	461.46	461.46	08/11/2023	INV	PD	081123 Payroll - Child
CHECK DATE: 08/15/2023										
					1,005.54					
101236 MINNESOTA GOLF ASSOCIATION LLC										
230940		08/03/2023	082223	348091	3,130.00	3,130.00	09/03/2023	INV	PD	HANDICAP DUES ACCT 198
CHECK DATE: 08/22/2023										
101247 MINNESOTA MUNICIPAL UTILITIES ASSN										
62093		07/27/2023	082223	348092	1,545.00	1,545.00	08/26/2023	INV	PD	OVERHEAD SCHOOL
CHECK DATE: 08/22/2023										
101303 MN TEAMSTER PUBLIC AND LAW ENFORCEMENT										

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Aug-23		08/11/2023	081523	347957	5,340.00	5,340.00	08/11/2023	INV	PD	Aug-23 Local #320 Unio
CHECK DATE: 08/15/2023										
101275 MINNESOTA UI FUND										
Q2 2023		07/10/2023	081023	347948	31.41	31.41	08/31/2023	INV	PD	Q2 2023 UNEMPLOYMENT
CHECK DATE: 08/10/2023										
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE										
107050711/JUL23		07/27/2023	081023	347949	979.60	979.60	08/22/2023	INV	PD	JUL ST LITES-TOWN COUR
CHECK DATE: 08/10/2023										
107051510/JUL23		07/21/2023	081023	347949	40.39	40.39	08/16/2023	INV	PD	JUL 82ND ST & HWY 41 S
CHECK DATE: 08/10/2023										
778320601/JUL23		07/21/2023	081023	347949	127.86	127.86	08/16/2023	INV	PD	JUL CHEVALLE LIFT STAT
CHECK DATE: 08/10/2023										
778377500/JUL23		08/07/2023	081723	347964	59.33	59.33	09/02/2023	INV	PD	JUL 12500 CTY RD 11 SI
CHECK DATE: 08/17/2023										
778377800/JUL23		08/07/2023	081723	347964	43.66	43.66	09/02/2023	INV	PD	JUL 4250 ENGLER BLVD S
CHECK DATE: 08/17/2023										
778377900/JUL23		08/07/2023	081723	347964	43.10	43.10	09/02/2023	INV	PD	JUL 4100 ENGLER BLVD S
CHECK DATE: 08/17/2023										
780272000/JUL23		07/21/2023	081023	347949	16.04	16.04	08/16/2023	INV	PD	JUL CHEVALLE IRRIGATIO
CHECK DATE: 08/10/2023										
781385500/JUL23		08/07/2023	081723	347964	15.42	15.42	09/02/2023	INV	PD	JUL 4463 CTY RD 44
CHECK DATE: 08/17/2023										
781796600/JUL23		07/21/2023	081023	347949	473.00	473.00	08/16/2023	INV	PD	JUL 1599 OAK CREEK PAS
CHECK DATE: 08/10/2023										
					1,798.40					
105308 MINNESOTA VALLEY UTILITY SERVICES LLC										
1353		07/31/2023	082223	348093	2,995.60	2,995.60	08/30/2023	INV	PD	MTHLY SUBSTATION MAINT
CHECK DATE: 08/22/2023										
101281 KRISTIE MITCHELL										
116455		08/01/2023	082223	348094	4,529.20	4,529.20	09/01/2023	INV	PD	Summer Skate Lesson In
CHECK DATE: 08/22/2023										
101341 MINNESOTA DEPT OF LABOR & INDUSTRY										

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JULY0190352023		07/31/2023	082223	348095	12,267.03	12,267.03	08/31/2023	INV	PD	JUL PERMIT SURCHARGES
CHECK DATE: 08/22/2023										
107078 MOBOTREX INC										
267654	230150	08/09/2023	082223	348096	561.00	561.00	09/08/2023	INV	PD	LED TRAFFIC LAMPS FRNM
CHECK DATE: 08/22/2023										
111471 MOE, JONATHAN AND ESPINOZA, REBECCA										
243000550-2023-1		07/31/2023	082223	348097	2,500.00	2,500.00	08/31/2023	INV	PD	JUL REBATE-SOLAR PANEL
CHECK DATE: 08/22/2023										
PAYEE: MOE, JONATHAN & ESPINOZA, REBECCA										
105995 MONEY MOVERS INC										
158957		07/05/2023	082223	348098	25.83	25.83	08/05/2023	INV	PD	JUN HEALTH INS REIMB +
CHECK DATE: 08/22/2023										
159649		08/06/2023	082223	348098	27.20	27.20	09/06/2023	INV	PD	JUL HEALTH INS REIMBUR
CHECK DATE: 08/22/2023										
111479 MONTOYA, MARIO J										
10008378		08/14/2023	082223	348099	523.18	523.18	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
105853 MOR GOLF AND UTILITY INC										
40662		07/31/2023	082223	348100	235.73	235.73	08/31/2023	INV	PD	CART REPAIR PARTS
CHECK DATE: 08/22/2023										
40708		08/01/2023	082223	348100	145.67	145.67	08/31/2023	INV	PD	CART REPAIR PARTS
CHECK DATE: 08/22/2023										
40727		07/31/2023	082223	348100	1,300.00	1,300.00	08/31/2023	INV	PD	RENTAL CARS
CHECK DATE: 08/22/2023										
40973		08/08/2023	082223	348100	128.46	128.46	09/08/2023	INV	PD	#519 REAR DRIVE HUBS
CHECK DATE: 08/22/2023										
41196		08/14/2023	082223	348100	50.95	50.95	09/14/2023	INV	PD	CART REPAIR PARTS
CHECK DATE: 08/22/2023										
103088 SID TOOL CO INC										
64894117		08/03/2023	082223	348101	381.59	381.59	09/03/2023	INV	PD	SHOP OPERATING SUPPLIE
CHECK DATE: 08/22/2023										

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64894157 CHECK DATE: 08/22/2023		08/04/2023	082223	348101	260.39	260.39	09/04/2023	INV	PD	SHOP OPERATING SUPPLIE
					641.98					
101356 MTI DISTRIBUTING INC #31380										
1399123-00 CHECK DATE: 08/22/2023		08/01/2023	082223	348102	641.08	641.08	09/01/2023	INV	PD	#234 LAWN MOWER DECK P
1399232-00 CHECK DATE: 08/22/2023		08/02/2023	082223	348102	101.02	101.02	09/02/2023	INV	PD	#255 IGNITION SWITCH
					742.10					
101355 MTI DISTRIBUTING INC #400012										
1397031-00 CHECK DATE: 08/08/2023		07/20/2023	080823	347926	2,393.33	2,393.33	08/20/2023	INV	PD	IRRIGATION RADIO
101354 MTI DISTRIBUTING INC #700767										
1398320-00 CHECK DATE: 08/22/2023		07/27/2023	082223	348103	348.05	348.05	08/27/2023	INV	PD	3500 BLADES
1398371-00 CHECK DATE: 08/22/2023		07/27/2023	082223	348103	154.64	154.64	08/27/2023	INV	PD	3500 PARTS
					502.69					
101357 MUELLER SYSTEMS LLC										
65797312 CHECK DATE: 08/22/2023		08/11/2023	082223	348104	3.92	3.92	09/11/2023	INV	PD	MI HUB CELLULAR
106657 MUNICIPAL ASSET MANAGEMENT INC										
01132022M21 CHECK DATE: 08/22/2023		08/07/2023	082223	348105	4,983.31	4,983.31	09/13/2023	INV	PD	CCC FITNESS EQUIP LEAS
109998 PAUL MUSIKOV										
115957 CHECK DATE: 08/08/2023		08/01/2023	080823	347927	120.00	120.00	08/18/2023	INV	PD	Summer Concert Perform
101364 SHELLY NAHAN										
116516 CHECK DATE: 08/22/2023		07/25/2023	082223	348106	270.00	270.00	08/25/2023	INV	PD	SafeKids 101-Carver 7/

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111155 NAI ARCHITECTS INC										
2301591		08/15/2023	082223	348107	72.90	72.90	09/14/2023	INV	PD	LOOP CLUBHOUSE DESIGN
CHECK DATE: 08/22/2023										
101365 STAR GROUP LLC										
4472/JUL2023		07/31/2023	080823	347928	1,972.71	1,972.71	08/10/2023	INV	PD	JUL PARTS & SUPPLIES
CHECK DATE: 08/08/2023										
104907 NATIONAL GOLF GRAPHICS LLC										
14099		07/28/2023	082223	348108	930.00	930.00	08/28/2023	INV	PD	GIVE AWAY FLAGS-TC
CHECK DATE: 08/22/2023										
101253 BUSINESS PLANNING CONCEPTS INC										
383600082023		07/01/2023	080123-1	347888	176.00	176.00	08/10/2023	INV	PD	AUG PERA LIFE PREMIUMS
CHECK DATE: 08/01/2023										
111440 NGUYEN, HIEN										
32920-1		08/01/2023	082223	348109	145.52	145.52	09/01/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
102654 NORTH AMERICAN SAFETY INC										
INV78891		07/20/2023	082223	348110	141.07	141.07	09/20/2023	INV	PD	VESTS & HARDHATS-BLDG
CHECK DATE: 08/22/2023										
INV79483		08/14/2023	082223	348110	207.45	207.45	10/14/2023	INV	PD	I. MONTEITH INITIAL CL
CHECK DATE: 08/22/2023										
101409 BIESANZ CHEMICALS INC					348.52					
10744		07/07/2023	080823	347929	1,123.98	1,123.98	08/06/2023	INV	PD	Floor Wax, Stripper, T
CHECK DATE: 08/08/2023										
105432 THE RADFORD COMPANY										
0000241243		07/24/2023	082223	348111	1,479.28	1,479.28	08/24/2023	INV	PD	WM MAINT/REPAIR SUPPLI
CHECK DATE: 08/22/2023										
110570 ODP BUSINESS SOLUTIONS LLC										

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321252735001 CHECK DATE: 08/08/2023		07/07/2023	080823	347930	93.98	93.98	08/12/2023	INV	PD	COPY PAPER
324562424001 CHECK DATE: 08/22/2023		08/07/2023	082223	348112	202.05	202.05	09/08/2023	INV	PD	Paper
					296.03					
101465 ON SITE SANITATION INC										
0001570376 CHECK DATE: 08/22/2023		07/27/2023	082223	348113	3,500.00	3,500.00	08/26/2023	INV	PD	RIVER CITY DAYS
0001573823 CHECK DATE: 08/22/2023		07/27/2023	082223	348113	420.00	420.00	08/26/2023	INV	PD	RIVER CITY DAYS
0001579224 CHECK DATE: 08/22/2023		07/31/2023	082223	348113	480.00	480.00	08/30/2023	INV	PD	CAR SHOW-LIONS PARK
0001583296 CHECK DATE: 08/22/2023		08/05/2023	082223	348113	172.00	172.00	09/04/2023	INV	PD	TOWN COURSE MAINTENANC
0001583297 CHECK DATE: 08/22/2023		08/05/2023	082223	348113	146.00	146.00	09/04/2023	INV	PD	SUNSET PARK
0001583298 CHECK DATE: 08/22/2023		08/05/2023	082223	348113	146.00	146.00	09/04/2023	INV	PD	CLOVER RIDGE SOCCER FI
0001583299 CHECK DATE: 08/22/2023		08/05/2023	082223	348113	172.00	172.00	09/05/2023	INV	PD	THE LOOP
0001583300 CHECK DATE: 08/22/2023		08/05/2023	082223	348113	172.00	172.00	09/04/2023	INV	PD	TOWN COURSE
					5,208.00					
109996 TERRY L PARTINGTON										
115961 CHECK DATE: 08/08/2023		08/01/2023	080823	347931	120.00	120.00	08/18/2023	INV	PD	Summer Concert Perform
101491 PATCHIN MESSNER APPRAISALS INC										
220721 CHECK DATE: 08/22/2023		07/28/2023	082223	348114	695.00	695.00	08/28/2023	INV	PD	Parcel 42 Appraisal-Ge
111481 PAULY, DORLENE										
10012298 CHECK DATE: 08/22/2023		08/14/2023	082223	348115	11.79	11.79	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
111523 PENA SORTO, NELSON										

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37670		08/16/2023	082223	348116	35.14	35.14	09/16/2023	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE: 08/22/2023										
105181 BOTTLING GROUP LLC										
43068604		07/26/2023	080823	347932	323.58	323.58	08/07/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/08/2023										
47548001		07/12/2023	080823	347932	881.59	881.59	08/12/2023	INV	PD	Concession Stand Resal
CHECK DATE: 08/08/2023										
					1,205.17					
101510 PERFORMANCE PLUS LLC										
123578		07/31/2023	082223	348117	576.00	576.00	08/30/2023	INV	PD	FF PREPLACEMENT MEDICA
CHECK DATE: 08/22/2023										
108000 DAKOTA CURLING SUPPLIES										
207906		07/12/2023	082223	348118	761.00	761.00	09/03/2023	INV	PD	Blade Sharpening
CHECK DATE: 08/22/2023										
101539 PLAISTED COMPANIES INC										
62833		07/31/2023	082223	348119	1,054.68	1,054.68	08/31/2023	INV	PD	TOPDRESSING & BUNKER S
CHECK DATE: 08/22/2023										
101557 POWER SYSTEM ENGINEERING INC										
9048418		08/01/2023	082223	348120	1,998.75	1,998.75	09/01/2023	INV	PD	2023 LONG RANGE PLAN
CHECK DATE: 08/22/2023										
9048458		08/03/2023	082223	348120	1,362.50	1,362.50	09/03/2023	INV	PD	WO# 12916 MRS RTU REPL
CHECK DATE: 08/22/2023										
9048649		08/07/2023	082223	348120	2,083.75	2,083.75	09/07/2023	INV	PD	AMI CONTRACT NEGOTIATI
CHECK DATE: 08/22/2023										
9048823		08/15/2023	082223	348120	7,083.25	7,083.25	09/15/2023	INV	PD	GENERAL ENGINEERING -
CHECK DATE: 08/22/2023										
					12,528.25					
101571 PREMIUM WATERS INC										
319573353		07/31/2023	081523	347958	62.00	62.00	08/31/2023	INV	PD	Water Cooler-PD
CHECK DATE: 08/15/2023										
417080-07-23		07/31/2023	081723	347965	118.37	118.37	08/31/2023	INV	PD	CLUBHOUSE WATER

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/17/2023										
111357 PROCRETE INC					180.37					
1022		08/01/2023	082223	348121	3,200.00	3,200.00	08/31/2023	INV	PD	REPLACE BROKEN SIDEWAL
CHECK DATE: 08/22/2023										
103055 QUALITY PROPANE INC										
4262944		07/24/2023	082223	348122	129.47	129.47	08/24/2023	INV	PD	Zamboni LP Gas
CHECK DATE: 08/22/2023										
4358369		08/07/2023	082223	348122	88.16	88.16	09/07/2023	INV	PD	Zamboni LP Gas
CHECK DATE: 08/22/2023										
107855 STAPLES INC					217.63					
33655555		07/25/2023	082223	348123	33.98	33.98	08/24/2023	INV	PD	Rubber bands for workr
CHECK DATE: 08/22/2023										
33658839		07/25/2023	082223	348123	14.59	14.59	08/24/2023	INV	PD	Ruled pads for workroo
CHECK DATE: 08/22/2023										
33669225-1		07/25/2023	082223	348123	79.98	79.98	08/24/2023	INV	PD	Copy paper for the wor
CHECK DATE: 08/22/2023										
33669225-2		07/25/2023	082223	348123	170.28	170.28	08/24/2023	INV	PD	Office supplies for wo
CHECK DATE: 08/22/2023										
33669225-3		07/25/2023	082223	348123	184.92	184.92	08/24/2023	INV	PD	Coffee, cups, lids, fo
CHECK DATE: 08/22/2023										
33670767		07/25/2023	082223	348124	268.75	268.75	08/24/2023	INV	PD	OFFICE SUPPLIES
CHECK DATE: 08/22/2023										
33670960		07/25/2023	082223	348123	116.99	116.99	08/24/2023	INV	PD	Black toner cartridge
CHECK DATE: 08/22/2023										
33697358		07/26/2023	082223	348123	37.16	37.16	08/25/2023	INV	PD	Paper cans
CHECK DATE: 08/22/2023										
33722488		07/27/2023	082223	348124	17.59	17.59	08/26/2023	INV	PD	HANGING FOLDERS
CHECK DATE: 08/22/2023										
33767421		07/31/2023	082223	348124	171.98	171.98	08/30/2023	INV	PD	BATTERY BACKUPS - WTP
CHECK DATE: 08/22/2023										
33818796		08/02/2023	082223	348124	47.45	47.45	09/01/2023	INV	PD	OFFICE SUPPLIES
CHECK DATE: 08/22/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101684 R & R SPECIALTIES OF WISCONSIN INC					1,143.67					
0079423-IN		08/03/2023	082223	348125	23.45	23.45	09/03/2023	INV	PD	Safety Spring for Ice
CHECK DATE:	08/22/2023									
0079448-IN		08/07/2023	082223	348125	1,431.70	1,431.70	09/07/2023	INV	PD	Govenor Repair Propane
CHECK DATE:	08/22/2023									
0079470-IN		08/08/2023	082223	348125	45.00	45.00	09/08/2023	INV	PD	Zamboni Blade Sharpeni
CHECK DATE:	08/22/2023									
101616 RDO EQUIPMENT COMPANY					1,500.13					
P0407270		07/25/2023	082223	348126	416.00	416.00	08/25/2023	INV	PD	#710 SPRAY NOZZLE
CHECK DATE:	08/22/2023									
101631 REINDERS INC										
3182949-01		08/07/2023	082223	348127	971.49	971.49	08/07/2023	INV	PD	FERTILIZER
CHECK DATE:	08/22/2023									
3188091-00		08/07/2023	082223	348127	10,700.37	10,700.37	09/06/2023	INV	PD	FERTILIZER
CHECK DATE:	08/22/2023									
111281 JOSHUA C REKEDAL					11,671.86					
4		07/26/2023	080323	347896	3,658.00	3,658.00	08/01/2023	INV	PD	AUG RELOCATION CLAIM
CHECK DATE:	08/03/2023									
111520 RELLER, WYATT										
37411		08/16/2023	082223	348128	81.21	81.21	09/16/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE:	08/22/2023									
111480 RENNERFELDT, ERIC										
10008915		08/14/2023	082223	348129	70.97	70.97	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE:	08/22/2023									
110789 JOBS FOUNDATION										
32961-01		08/14/2023	082223	348130	497.53	497.53	09/14/2023	INV	PD	ELECTRONICS RECYCLING
CHECK DATE:	08/22/2023									

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107697 RIVERS EDGE CONCRETE LLC										
7178308		06/27/2023	080823	347933	1,525.00	1,525.00	07/28/2023	INV	PD	SAVANNA OAK PARK IMP
CHECK DATE:		08/08/2023								
7202403		07/19/2023	082223	348131	1,457.00	1,457.00	08/19/2023	INV	PD	WESTON RIDGE CURB POUR
CHECK DATE:		08/22/2023								
7206038		07/21/2023	082223	348131	1,292.00	1,292.00	08/21/2023	INV	PD	WESTON RIDGE CURB POUR
CHECK DATE:		08/22/2023								
					4,274.00					
102948 ROAD MACHINERY & SUPPLIES CO										
S3964601		08/16/2023	082223	348132	33.87	33.87	09/16/2023	INV	PD	#717 PLATE TAMPER SPRI
CHECK DATE:		08/22/2023								
101669 ROBERT HALF TECHNOLOGY										
62351401		07/31/2023	082223	348133	3,562.50	3,562.50	08/31/2023	INV	PD	FINANCE TEMP-HOLMLUND
CHECK DATE:		08/22/2023								
62358045		08/01/2023	082223	348133	31.17	31.17	08/31/2023	INV	PD	FINANCE TEMP-BACKGROUN
CHECK DATE:		08/22/2023								
62383149		08/07/2023	082223	348133	3,562.50	3,562.50	09/07/2023	INV	PD	FINANCE TEMP-HOLMLUND
CHECK DATE:		08/22/2023								
62417226		08/15/2023	082223	348133	2,850.00	2,850.00	09/15/2023	INV	PD	FINANCE TEMP-HOLMLUND
CHECK DATE:		08/22/2023								
					10,006.17					
101673 ROCHESTER MIDLAND CORP										
INV00395330		07/25/2023	082223	348134	60.90	60.90	08/24/2023	INV	PD	FIREMANS PARK
CHECK DATE:		08/22/2023								
110677 HAJOCA CORPORATION										
S019220140.001		07/19/2023	082223	348135	80.19	80.19	08/19/2023	INV	PD	PIONEER PARK MENS REST
CHECK DATE:		08/22/2023								
S019268916.001		08/02/2023	082223	348135	96.62	96.62	09/02/2023	INV	PD	MAINTENANCE STOCK SUPP
CHECK DATE:		08/22/2023								
					176.81					
101675 ROHLIK, LEO										
116530		07/13/2023	082223	348136	107.42	107.42	08/31/2023	INV	PD	MILEAGE-EMERGENCY PREP
CHECK DATE:		08/22/2023								

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101678 RONALD OLSON										
3156		08/10/2023	082223	348137	2,462.80	2,462.80	09/10/2023	INV	PD	STORM SEWER REPAIR
CHECK DATE: 08/22/2023										
102859 SABRE PLUMBING & HEATING										
M23-0302		08/15/2023	082223	348138	530.70	530.70	09/10/2023	INV	PD	RFD MECHANICAL PERMIT-
CHECK DATE: 08/22/2023										
101699 SAFETY-KLEEN SYSTEMS INC										
92218754		07/19/2023	080823	347934	397.64	397.64	08/18/2023	INV	PD	PARTS CLEANING SOLUTIO
CHECK DATE: 08/08/2023										
101703 SALVATION ARMY										
JUL/23 HS		07/31/2023	082223	348139	120.00	120.00	09/07/2023	INV	PD	JUL HEAT SHARE CONTRIB
CHECK DATE: 08/22/2023										
101738 SCHILLING SUPPLY COMPANY										
924152-00		07/17/2023	080823	347935	246.41	246.41	08/17/2023	INV	PD	CLEANING SUPPLIES FOR
CHECK DATE: 08/08/2023										
927333-00		07/31/2023	082223	348140	3,584.73	3,584.73	08/31/2023	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 08/22/2023										
101724 SCHMIDT, ELROY					3,831.14					
116531		07/28/2023	082223	348141	27.37	27.37	09/02/2023	INV	PD	GAS FOR WORK VEHICLE T
CHECK DATE: 08/22/2023										
101743 SCIENCE EXPLORERS INC (NEED W-9)										
4976		08/14/2023	082223	348142	200.00	200.00	09/14/2023	INV	PD	Dynamite Dinosaurs Cla
CHECK DATE: 08/22/2023										
101744 SCOTT COUNTY TREASURER										
IN29882		07/31/2023	082223	348143	450.00	450.00	08/27/2023	INV	PD	Department range train
CHECK DATE: 08/22/2023										
111409 SECURITAS TECHNOLOGY CORPORATION										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
7001304347 CHECK DATE: 08/22/2023		07/19/2023	082223	348144	141.75	141.75	08/19/2023	INV	PD	B. BASKET MONITORING 8
7001304348 CHECK DATE: 08/08/2023		07/19/2023	080823	347936	193.20	193.20	08/19/2023	INV	PD	CITY HALL MONITORING 8
111486 SELL, BETHANY					334.95					
36571 CHECK DATE: 08/22/2023		08/14/2023	082223	348145	74.82	74.82	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
111524 SERNA, JUAN										
37781 CHECK DATE: 08/22/2023		08/16/2023	082223	348146	38.59	38.59	09/16/2023	INV	PD	METER DEPOSIT REFUND-2
101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN										
1633-9 CHECK DATE: 08/22/2023		08/08/2023	082223	348147	276.19	276.19	09/20/2023	INV	PD	CLOVER GAZEBO PAINT
4700-9 CHECK DATE: 08/22/2023		08/08/2023	082223	348147	1,599.50	1,599.50	09/20/2023	INV	PD	CROSSWALK PAINT
4727-2 CHECK DATE: 08/22/2023		08/09/2023	082223	348147	130.55	130.55	09/20/2023	INV	PD	SHED PAINT-PRESSURE RE
104827 ROHN INDUSTRIES					2,006.24					
0003466 CHECK DATE: 08/08/2023		07/10/2023	080823	347937	24.54	24.54	08/10/2023	INV	PD	Mobile Shred for Conso
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC										
132765345-001 CHECK DATE: 08/22/2023		07/25/2023	082223	348148	704.35	704.35	08/25/2023	INV	PD	IRRIGATION SUPPLIES
132833157-001 CHECK DATE: 08/22/2023		08/04/2023	082223	348148	2,196.04	2,196.04	09/15/2023	INV	PD	PAVER BRICKS
132874435-001 CHECK DATE: 08/22/2023		07/27/2023	082223	348148	630.32	630.32	08/27/2023	INV	PD	IRRIGATION SUPPLIES FO
132957348-001 CHECK DATE: 08/22/2023		07/31/2023	082223	348148	449.67	449.67	08/30/2023	INV	PD	IRRIGATION SUPPLIES PA
133119853-001		08/03/2023	082223	348148	517.48	517.48	09/03/2023	INV	PD	IRRIGATION SUPPLIES PA

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/22/2023										
133119853-002		08/04/2023	082223	348148	517.48	517.48	09/15/2023	INV	PD	IRRIGATION SUPPLIES PA
CHECK DATE: 08/22/2023										
133172516-001		08/04/2023	082223	348148	187.40	187.40	09/15/2023	INV	PD	IRRIGATION HEADS 10 HI
CHECK DATE: 08/22/2023										
133319014-001		08/09/2023	082223	348148	845.63	845.63	09/15/2023	INV	PD	IRRIGATION SUPPLIES
CHECK DATE: 08/22/2023										
133452603-001		08/14/2023	082223	348148	627.37	627.37	09/15/2023	INV	PD	IRRIGATION SUPPLIES
CHECK DATE: 08/22/2023										
106596 SIWEK LUMBER JORDAN INC					6,675.74					
73224		07/28/2023	082223	348149	595.79	595.79	08/27/2023	INV	PD	SHED-PRESSURE RELIEF S
CHECK DATE: 08/22/2023										
73510		08/04/2023	082223	348149	164.43	164.43	09/04/2023	INV	PD	SHED-PRESSURE RELIEF S
CHECK DATE: 08/22/2023										
101803 SM HENTGES & SONS INC					760.22					
SP1008-87-10		07/20/2023	082223	348150	1,478,988.16	1,478,988.16	08/20/2023	INV	PD	TH 41/CSAH 61 IMPROVEM
CHECK DATE: 08/22/2023										
107195 SOCIAL INDOOR LLC										
6995		08/10/2023	082223	348151	1,000.00	1,000.00	09/09/2023	INV	PD	AUG TC ADVERTISING
CHECK DATE: 08/22/2023										
101814 ERIC SONGER										
215		08/16/2023	082223	348152	600.00	600.00	08/28/2023	INV	PD	Art in the Park Music
CHECK DATE: 08/22/2023										
101828 SOUTHWEST NEWS MEDIA										
2186830		07/13/2023	081723	347966	184.32	184.32	08/20/2023	INV	PD	Bids-Creek Rd Utility
CHECK DATE: 08/17/2023										
2186831		07/13/2023	081723	347966	556.80	556.80	08/20/2023	INV	PD	2022 Financial Stateme
CHECK DATE: 08/17/2023										
2187071		07/20/2023	081723	347966	107.52	107.52	08/20/2023	INV	PD	Bids-Reroof TC Clubhou
CHECK DATE: 08/17/2023										

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2187319		07/27/2023	081723	347966	115.20	115.20	08/20/2023	INV	PD	Release Funds-Creek Rd
CHECK DATE: 08/17/2023										
2187320		07/27/2023	081723	347966	61.44	61.44	08/20/2023	INV	PD	Zone/Variance Carlson
CHECK DATE: 08/17/2023										
2187321		07/27/2023	081723	347966	72.96	72.96	08/20/2023	INV	PD	Bids-New AMI System
CHECK DATE: 08/17/2023										
101860 STANDARD SPRING PARTS					1,098.24					
400238		07/26/2023	082223	348153	1,524.76	1,524.76	08/26/2023	INV	PD	#116 REAR LEAF SPRINGS
CHECK DATE: 08/22/2023										
101861 STATE SUPPLY COMPANY										
655506		08/07/2023	082223	348154	501.46	501.46	09/06/2023	INV	PD	BRINE PUMP REPAIR PART
CHECK DATE: 08/22/2023										
655562		08/08/2023	082223	348154	452.15	452.15	09/07/2023	INV	PD	BRINE PUMPS REPAIR PAR
CHECK DATE: 08/22/2023										
111477 STOVER, ZACH					953.61					
10005439		08/14/2023	082223	348155	41.96	41.96	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
101888 STREICHERS										
I1646013		07/24/2023	082223	348156	132.96	132.96	08/24/2023	INV	PD	Wolf-Initial Issue-MFF
CHECK DATE: 08/22/2023										
I1646015		07/24/2023	082223	348156	94.93	94.93	08/24/2023	INV	PD	Garcia-Alterations/emb
CHECK DATE: 08/22/2023										
I1646216		07/25/2023	082223	348156	14.99	14.99	08/27/2023	INV	PD	George-Patch
CHECK DATE: 08/22/2023										
I1646593		07/27/2023	082223	348156	186.97	186.97	08/27/2023	INV	PD	Seibert-Initial Issue-
CHECK DATE: 08/22/2023										
I1646624		07/27/2023	082223	348156	19.98	19.98	08/27/2023	INV	PD	Wiebusch-Initial Issue
CHECK DATE: 08/22/2023										
I1647274		07/31/2023	082223	348156	36.97	36.97	08/31/2023	INV	PD	Duzan-Alterations/Embr
CHECK DATE: 08/22/2023										
I1647276		07/31/2023	082223	348156	67.96	67.96	08/31/2023	INV	PD	Carlson-Alterations/Em
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I1647278 CHECK DATE: 08/22/2023		07/31/2023	082223	348156	62.00	62.00	08/31/2023	INV	PD	CSO New Badge Alterati
I1647620 CHECK DATE: 08/22/2023		08/02/2023	082223	348156	312.97	312.97	09/02/2023	INV	PD	Hance-Sergeant Badges-
I1648716 CHECK DATE: 08/22/2023		08/08/2023	082223	348156	43.99	43.99	09/08/2023	INV	PD	Wiebusch-Initial Issue
					973.72					
101892 STUART C IRBY CO										
S013429944.002 CHECK DATE: 08/22/2023	230153	07/25/2023	082223	348157	467.16	467.16	08/24/2023	INV	PD	MTR SCKT 13 TERM CL20
S013633483.001 CHECK DATE: 08/22/2023	230140	07/26/2023	082223	348157	14,511.00	14,511.00	08/25/2023	INV	PD	COND UD AL 1/0 SOL 220
S013633506.001 CHECK DATE: 08/22/2023	230139	07/26/2023	082223	348157	15,985.00	15,985.00	08/25/2023	INV	PD	COND UD AL 350 TRI WSL
S013633621.001 CHECK DATE: 08/22/2023	230138	07/26/2023	082223	348157	21,324.38	21,324.38	08/25/2023	INV	PD	COND UD ALUM 4/0 2/0 4
S013645414.001 CHECK DATE: 08/22/2023	230141	07/26/2023	082223	348157	779.50	779.50	08/25/2023	INV	PD	FUSE LINK K 3AMP (10),
					53,067.04					
103677 SUN LIFE ASSURANCE COMPANY OF CANADA										
237741/AUG23 CHECK DATE: 08/01/2023		08/01/2023	080123-1	347889	5,102.87	5,102.87	08/31/2023	INV	PD	AUG EMP LIFE INS PREM
111525 SZYMANSKI, AUDRA										
38008 CHECK DATE: 08/22/2023		08/16/2023	082223	348158	58.88	58.88	09/16/2023	INV	PD	METER DEPOSIT REFUND-3
101925 TALLMAN EQUIPMENT CO INC										
3364312 CHECK DATE: 08/22/2023		07/31/2023	082223	348159	2,800.43	2,800.43	08/30/2023	INV	PD	LOADBUSTER TOOL
3365264 CHECK DATE: 08/22/2023		08/08/2023	082223	348159	399.33	399.33	09/07/2023	INV	PD	HANDLINE BLOCKS
					3,199.76					
101932 TAYLOR MADE GOLF CO INC										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
36863379		08/07/2023	082223	348160	1,091.93	1,091.93	09/06/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
111473 TDB LLC										
3919	BAVARIA RD	08/08/2023	082223	348161	20,000.00	20,000.00	09/08/2023	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/22/2023										
109943 TEREX USA LLC										
7340180		07/26/2023	082223	348162	153.96	153.96	08/25/2023	INV	PD	#704 TOOL BOX DRAWER R
CHECK DATE: 08/22/2023										
100757 THE GRAPHIC EDGE LLC										
1691076		07/31/2023	082223	348163	1,006.74	1,006.74	08/30/2023	INV	PD	Youth Sports - Soccer
CHECK DATE: 08/22/2023										
1692773		08/07/2023	082223	348163	301.35	301.35	09/06/2023	INV	PD	Adult Sports - Softbal
CHECK DATE: 08/22/2023										
1699641		08/08/2023	082223	348163	9.50	9.50	09/07/2023	INV	PD	Adult Sports - Softbal
CHECK DATE: 08/22/2023										
					1,117.59					
110392	THE SUPERLATIVE GROUP INC									
14669		08/04/2023	082223	348164	3,000.00	3,000.00	09/03/2023	INV	PD	Corporate Partnership
CHECK DATE: 08/22/2023										
101950 THE TESSMAN COMPANY										
5381186-IN		08/01/2023	082223	348165	662.35	662.35	09/01/2023	INV	PD	WETTING AGENT PELLETS
CHECK DATE: 08/22/2023										
101954 THEIS CONSTRUCTION COMPANY INC										
336-23		07/19/2023	082223	348166	77,560.00	77,560.00	08/19/2023	INV	PD	PMT 3 LIONS PARK SHEL
CHECK DATE: 08/22/2023										
111466 THOTA, SRINIVAS										
33708		08/01/2023	082223	348167	93.70	93.70	09/01/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
104908 TIMESAVER OFF SITE SECRETARIAL INC										

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City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
M28412		07/31/2023	082223	348168	469.00	469.00	08/31/2023	INV	PD	Council 7-17 and Plann
CHECK DATE: 08/22/2023										
101966 TK ELEVATOR CORPORATION										
3007384101		08/01/2023	082223	348169	325.50	325.50	09/01/2023	INV	PD	Aug CCC Elevator Servi
CHECK DATE: 08/22/2023										
3007389224		08/01/2023	082223	348170	1,464.75	1,464.75	09/01/2023	INV	PD	WTP/CITY HALL 8/1/23-1
CHECK DATE: 08/22/2023										
101977 TOLL COMPANY										
10525546		08/09/2023	082223	348171	41.81	41.81	09/09/2023	INV	PD	WELDING RODS
CHECK DATE: 08/22/2023										
101994 TRAVISMATHEW LLC										
91357893		07/27/2023	082223	348172	729.20	729.20	08/26/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
91360376		07/29/2023	082223	348172	2,458.18	2,458.18	08/28/2023	INV	PD	RESALE
CHECK DATE: 08/22/2023										
102028 TWIN CITY WATER CLINIC INC										
19390		07/28/2023	082223	348173	510.00	510.00	08/27/2023	INV	PD	WTP JULY SAMPLES
CHECK DATE: 08/22/2023										
110053 TX CHILD SUPPORT SDU										
PR0728230012725283		07/28/2023	080123-1	347890	115.38	115.38	07/28/2023	INV	PD	072823 Payroll - Child
CHECK DATE: 08/01/2023										
PR0811230012725283		08/11/2023	081523	347959	115.38	115.38	08/11/2023	INV	PD	081123 Payroll - Child
CHECK DATE: 08/15/2023										
102033 TYLER TECHNOLOGIES INC										
045-429090		07/01/2023	080823	347938	4,239.00	4,239.00	08/15/2023	INV	PD	UB API 7/1/23-3/31/24
CHECK DATE: 08/08/2023										
045-429374		07/12/2023	082223	348174	1,600.00	1,600.00	08/26/2023	INV	PD	UB API MGMT/IMPLEMENTA
CHECK DATE: 08/22/2023										
045-430544		07/19/2023	082223	348174	800.00	800.00	09/02/2023	INV	PD	UB API IMPLEMENTATION

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/22/2023										
					6,639.00					
102064 US BANK										
6999850		07/25/2023	082223	348175	1,700.00	1,700.00	09/04/2023	INV	PD	20208 TRUSTEE FEES
CHECK DATE: 08/22/2023										
104522 US FOODS INC										
3200611		07/28/2023	082223	348176	95.70	95.70	08/27/2023	INV	PD	HAND TOWELS-TC
CHECK DATE: 08/22/2023										
3270924		08/01/2023	082223	348176	386.01	386.01	08/31/2023	INV	PD	TOWELS, TP, SOAP
CHECK DATE: 08/22/2023										
3445255		08/08/2023	082223	348176	282.15	282.15	09/07/2023	INV	PD	TOWELS, SOAP-TC
CHECK DATE: 08/22/2023										
					763.86					
111158 HD SUPPLY INC										
INV00071662		07/13/2023	082223	348177	193.75	193.75	08/13/2023	INV	PD	PARTS FOR HYDRANT VALV
CHECK DATE: 08/22/2023										
INV00071758		07/13/2023	082223	348177	753.41	753.41	08/13/2023	INV	PD	PARTS FOR HYDRANT VALV
CHECK DATE: 08/22/2023										
INV00074315		07/17/2023	082223	348177	107.37	107.37	08/17/2023	INV	PD	HYDRANT METER PARTS
CHECK DATE: 08/22/2023										
INV00085288		07/26/2023	082223	348177	238.18	238.18	08/26/2023	INV	PD	HYDRANT VALVES
CHECK DATE: 08/22/2023										
					1,292.71					
102951 VANDERLINDE, WADE R										
116537		06/12/2023	082223	348178	59.99	59.99	07/29/2023	INV	PD	Initial Issue Uniform
CHECK DATE: 08/22/2023										
116548		07/20/2023	082223	348179	79.50	79.50	08/20/2023	INV	PD	Initial Issue Uniform
CHECK DATE: 08/22/2023										
					139.49					
111515 VELEZ, ARSENIC										
34088		08/16/2023	082223	348180	46.09	46.09	09/16/2023	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 08/22/2023										

City of Chaska

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110799	VERIZON CONNECT FLEET USA LLC									
634000044635		08/01/2023	082223	348181	279.20	279.20	08/31/2023	INV	PD	Data Processing - GPS
CHECK DATE:	08/22/2023									
102102	VERIZON WIRELESS									
9940329350		07/23/2023	080823	347939	572.46	572.46	08/15/2023	INV	PD	JUL CRADLEPOINTS
CHECK DATE:	08/08/2023									
109839	SHELTERED WINGS INC									
1654464		07/28/2023	082223	348182	164.99	164.99	08/27/2023	INV	PD	SPARC AR - Red Dot
CHECK DATE:	08/22/2023									
102227	ONVOY LLC									
0009426230801		08/01/2023	081023	347950	406.03	406.03	08/25/2023	INV	PD	AUG EDU CTR ETHERNET
CHECK DATE:	08/10/2023									
0009486230801		08/01/2023	081023	347950	1,015.08	1,015.08	08/25/2023	INV	PD	AUG CITY HALL ETHERNET
CHECK DATE:	08/10/2023									
102133	WAGNER PRESS & GRAPHICS				1,421.11					
36679		07/27/2023	082223	348183	201.13	201.13	08/16/2023	INV	PD	VINYL BANNERS FOR RCD/
CHECK DATE:	08/22/2023									
36698		08/01/2023	082223	348183	324.77	324.77	09/01/2023	INV	PD	OVERLAY MAILINGS
CHECK DATE:	08/22/2023									
36704		08/01/2023	082223	348183	157.50	157.50	09/01/2023	INV	PD	Business Cards-PD
CHECK DATE:	08/22/2023									
36720		08/07/2023	082223	348183	531.75	531.75	09/07/2023	INV	PD	Forms, business cards
CHECK DATE:	08/22/2023									
111518	WALKER, KATHERINE				1,215.15					
36998		08/16/2023	082223	348184	42.79	42.79	09/16/2023	INV	PD	METER DEPOSIT REFUND-4
CHECK DATE:	08/22/2023									
102549	WARNING LITES OF MINNESOTA INC									
23-03309		07/31/2023	082223	348185	325.00	325.00	08/30/2023	INV	PD	RIVER CITY DAYS TRAFFI
CHECK DATE:	08/22/2023									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102146	WATER SPECIALTY OF MINNESOTA INC									
13009		08/08/2023	082223	348186	707.30	707.30	09/08/2023	INV	PD	Pool Chemicals-Splash
CHECK DATE: 08/22/2023										
102157	WELLENS AGRONOMICS LLC									
8010		07/21/2023	080823	347940	10,080.00	10,080.00	08/21/2023	INV	PD	SAVANNA OAKS PARK SITE
CHECK DATE: 08/08/2023										
102166	WESCO DISTRIBUTION INC									
262341	230143	07/27/2023	082223	348187	15,130.50	15,130.50	08/27/2023	INV	PD	ELBOW 750 MCM 600A
CHECK DATE: 08/22/2023										
263164		07/28/2023	082223	348187	375.00	375.00	08/28/2023	INV	PD	CONNECTOR FOR MVI CABI
CHECK DATE: 08/22/2023										
270147		08/07/2023	082223	348187	553.48	553.48	09/07/2023	INV	PD	POLY PLUGS
CHECK DATE: 08/22/2023										
270830		08/08/2023	082223	348187	135.00	135.00	09/08/2023	INV	PD	STANDOFF FOR MUI CABIN
CHECK DATE: 08/22/2023										
					16,193.98					
110788	WEX HEALTH INC									
0001789508-IN		07/31/2023	081723	347967	196.00	196.00	08/30/2023	INV	PD	JUL VEBA PARTICIPANT F
CHECK DATE: 08/17/2023										
102174	WHEELER HARDWARE COMPANY									
SPI142402		07/19/2023	080823	347941	802.68	802.68	08/19/2023	INV	PD	RE-KEY LIONS PARK DOOR
CHECK DATE: 08/08/2023										
SPI142497		07/25/2023	082223	348188	348.25	348.25	08/25/2023	INV	PD	KEYS
CHECK DATE: 08/22/2023										
SPI142498		07/25/2023	082223	348188	20.48	20.48	08/25/2023	INV	PD	CURLING CENTER KEYS
CHECK DATE: 08/22/2023										
SPI142842		08/07/2023	082223	348188	65.88	65.88	09/07/2023	INV	PD	KEYS FOR MSB/CCC
CHECK DATE: 08/22/2023										
					1,237.29					
102183	WIEBE, TROY									
116797		07/12/2023	082223	348189	149.09	149.09	09/15/2023	INV	PD	REIMB RPZ CLOTHING CIT
CHECK DATE: 08/22/2023										

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VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
111476 WITTENBERG, DAVID L										
10010492		08/14/2023	082223	348190	70.90	70.90	09/14/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/22/2023										
102189 WM MUELLER & SONS										
289711		07/16/2023	082223	348191	1,688.14	1,688.14	08/25/2023	INV	PD	ASPHALT FOR CURB REPAI
CHECK DATE: 08/22/2023										
290164		07/25/2023	082223	348191	1,121.58	1,121.58	08/25/2023	INV	PD	BASE MATERIAL WESTON R
CHECK DATE: 08/22/2023										
290372		07/28/2023	082223	348191	942.13	942.13	08/25/2023	INV	PD	STOCKPILE
CHECK DATE: 08/22/2023										
290373		07/28/2023	082223	348191	667.33	667.33	08/25/2023	INV	PD	VALVE PATCHES WESTON R
CHECK DATE: 08/22/2023										
290424		07/31/2023	082223	348191	169.20	169.20	08/25/2023	INV	PD	WILDFLOWER VALVES FOR
CHECK DATE: 08/22/2023										
290498		08/01/2023	082223	348191	6,981.12	6,981.12	09/25/2023	INV	PD	WESTON RIDGE OVERLAY P
CHECK DATE: 08/22/2023										
290695		08/04/2023	082223	348191	810.00	810.00	09/25/2023	INV	PD	CURB REPAIRS - SCHULLE
CHECK DATE: 08/22/2023										
290770		08/07/2023	082223	348191	462.96	462.96	09/25/2023	INV	PD	RACHEL CT SUMP LINE
CHECK DATE: 08/22/2023										
290856		08/08/2023	082223	348191	788.17	788.17	09/25/2023	INV	PD	WILDFLOWER WM BREAK
CHECK DATE: 08/22/2023										
					13,630.63					
102220 XIGENT SOLUTIONS LLC										
11485		08/01/2023	082223	348192	13,914.69	13,914.69	08/31/2023	INV	PD	AUG SUPPORT SVC
CHECK DATE: 08/22/2023										
11487		08/01/2023	082223	348192	1,778.44	1,778.44	08/31/2023	INV	PD	AUG VULNERABILITY SVC
CHECK DATE: 08/22/2023										
					15,693.13					
110790 JACLYN YEGO										
116707		08/01/2023	082223	348193	300.00	300.00	08/27/2023	INV	PD	Art in the Park face-p
CHECK DATE: 08/22/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102231 ZIEGLER INC										
IN001111191		08/08/2023	082223	348194	1,251.50	1,251.50	09/08/2023	INV	PD	#141 CUTTING EDGE
CHECK DATE: 08/22/2023										
					1,251.50					
512 INVOICES					4,536,557.59					

** 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
100005 MINNESOTA MUNICIPAL MONEY MARKET FUND										
116899		08/17/2023	081723-1	3819	1,500,000.00	1,500,000.00	08/17/2023	DIR	PD	XFER ONB TO 4M-CASHFLO
CHECK DATE: 08/17/2023										
100385 CHASKA FIRE DEPT RELIEF ASSN										
2023/06-CFDRA		07/28/2023	072823-1	3796	17,356.00	17,356.00	07/28/2023	DIR	PD	JUN-23 FIRE RELIEF ASS
CHECK DATE: 07/28/2023										
2023/CFDRA		08/11/2023	081123	3809	27,719.00	27,719.00	08/11/2023	DIR	PD	FIRE RELIEF ASSOC-ADDT
CHECK DATE: 08/11/2023										
					45,075.00					
110239 COMPUTERSHARE TRUST COMPANY NA										
2023/08/01 DS		07/28/2023	072823-2	3801	9,515.00	9,515.00	07/28/2023	DIR	PD	8/1/23 DS PMT-2012A-CS
CHECK DATE: 07/28/2023										
100522 DEPOSITORY TRUST COMPANY										
2023/08/01 DS-2		07/28/2023	072823-2	3802	108,576.88	108,576.88	07/28/2023	DIR	PD	8/1/23 DS PMT-2012B,20
CHECK DATE: 07/28/2023										
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
115855		07/28/2023	073123	3804	7,104.73	7,104.73	07/31/2023	DIR	PD	072823 Payroll - HCSP
CHECK DATE: 07/31/2023										
116674		08/11/2023	081423	3815	7,118.19	7,118.19	08/11/2023	DIR	PD	081123 Payroll - HCSP
CHECK DATE: 08/14/2023										
					14,222.92					
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
115856		07/28/2023	073123	3805	850.00	850.00	07/31/2023	DIR	PD	072823 Payroll - MNDP
CHECK DATE: 07/31/2023										
116675		08/11/2023	081423	3816	850.00	850.00	08/11/2023	DIR	PD	081123 Payroll - MNDP
CHECK DATE: 08/14/2023										
					1,700.00					
101756 MII LIFE INCORPORATED										
40689731		07/25/2023	072623-1	3794	2,458.08	2,458.08	07/26/2023	DIR	PD	7/26/23 FSA REIMB-HEAL
CHECK DATE: 07/26/2023										
40694587		08/01/2023	080223	3806	1,635.55	1,635.55	08/02/2023	DIR	PD	8/2/23 FSA REIMB-HEALT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/02/2023										
40701769		08/08/2023	080923	3807	208.34	208.34	08/09/2023	DIR	PD	8/9/23 FSA REIMB-DAYCA
CHECK DATE: 08/09/2023										
40711353		08/15/2023	081623	3818	160.56	160.56	08/16/2023	DIR	PD	8/16/23 FSA REIMB-HEAL
CHECK DATE: 08/16/2023										
100927 INTERNAL REVENUE SERVICE					4,462.53					
115849		07/28/2023	072823	3797	181,855.62	181,855.62	07/28/2023	DIR	PD	072823 Payroll - SS, M
CHECK DATE: 07/28/2023										
116668		08/11/2023	081123-1	3810	171,517.90	171,517.90	08/11/2023	DIR	PD	081123 Payroll - SS, M
CHECK DATE: 08/11/2023										
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES					353,373.52					
115850		07/28/2023	073123	3803	36,886.76	36,886.76	07/31/2023	DIR	PD	072823 Payroll - MN St
CHECK DATE: 07/31/2023										
116669		08/11/2023	081423	3814	34,546.92	34,546.92	08/11/2023	DIR	PD	081123 Payroll - MN St
CHECK DATE: 08/14/2023										
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)					71,433.68					
115851		07/28/2023	072823	3798	14,828.15	14,828.15	07/28/2023	DIR	PD	072823 Payroll - 457 C
CHECK DATE: 07/28/2023										
116670		08/11/2023	081123-1	3811	15,022.15	15,022.15	08/11/2023	DIR	PD	081123 Payroll - 457 C
CHECK DATE: 08/11/2023										
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)					29,850.30					
115854		07/28/2023	072823	3800	6,052.42	6,052.42	07/28/2023	DIR	PD	072823 Payroll - Roth
CHECK DATE: 07/28/2023										
116673		08/11/2023	081123-1	3813	6,352.42	6,352.42	08/11/2023	DIR	PD	081123 Payroll - Roth
CHECK DATE: 08/11/2023										
104668 OPTUM BANK INC					12,404.84					
115853		07/28/2023	072623	3795	19,351.09	19,351.09	07/28/2023	DIR	PD	072823 Payroll - HSA C
CHECK DATE: 07/26/2023										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
116672		08/11/2023	081023-2	3808	21,264.42	21,264.42	08/11/2023	DIR	PD	081123 Payroll - HSA C
CHECK DATE: 08/10/2023										
					40,615.51					
109689 PLANSOURCE BENEFITS ADMINISTRATION INC										
AUG2023		07/25/2023	081523-1	3817	4,783.73	4,783.73	08/15/2023	DIR	PD	AUG INS PREM-LTD/CI/AC
CHECK DATE: 08/15/2023										
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION										
115852		07/28/2023	072823	3799	124,391.75	124,391.75	07/28/2023	DIR	PD	072823 Payroll - PERA
CHECK DATE: 07/28/2023										
116671		08/11/2023	081123-1	3812	116,222.06	116,222.06	08/11/2023	DIR	PD	081123 Payroll - PERA
CHECK DATE: 08/11/2023										
26 INVOICES					2,436,627.72					

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

Biweekly Report

August 21, 2023

By:

Matt Podhradsky

COUNCIL MEETING/WORK SESSION SCHEDULE

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

August 21st: Prior to the meeting on Monday, we will have our second Work Session to discuss the 2024 General Fund Budget and Tax Levy. Both the August 7th and August 21st Work Sessions are in preparation for our September 18th meeting where we will need to set our Preliminary Tax Levy for 2024. The discussion on Monday will focus more on the expenditure side of the proposed 2024 General Fund Budget and get into more of the details about what is being proposed.

September 4th: Because the first Monday of the month is Labor Day, we will not be having our regularly scheduled Council meeting on this date. The first meeting of the month will be moved to September 11th.

September 11th: We will not have a Work Session prior to this meeting. We will have just our regular meeting that night. I will be out of State that evening, so Elise will be leading the Staff portions of the meeting that night.

September 18th: We are looking at having a Work Session that night to bring in Carver County to talk about the Engler Boulevard reconstruction project that is currently in the planning processes. We are looking at starting that work session at 5:45 but will let you know more details once we get closer to the meeting date. We will have a regular meeting to follow with one of the main items being the adoption of our Preliminary Tax Levy for 2024.

If you have any questions about this meeting schedule or are unable to attend a meeting, please just let me know.

UPCOMING HIGHWAY 41/61 ACTIVITIES

With most of the projects being several weeks ahead of schedule, work that you will start to see occur in earnest next week will be the restarting of pile driving on the east side of Highway 41 for the pedestrian tunnel. This work is expected to take about 3-4 weeks to complete, with the City working very closely with the building owners adjacent to this work to address any issues that may arise during this work. While this work is occurring, you will also see work beginning on the installation of the box culvert in the Highway 41 ROW, which will serve as the pedestrian tunnel underneath the road.

This past week, if you were to have driven down to City Hall, you would have noticed the contractor excavating the soil between the pilings on the west side of Highway 41, which will serve as the ramp down into the tunnel when it is all complete. Seeing this excavation really starts to give you a sense of how this tunnel will function and what it will look like when it is completed. Finally, it is looking like a good portion of the road surface south of 4th Street is going to start to be paved towards the middle of September, which is ahead of schedule. We are working with the contractor to see if it will be feasible to open additional roadway after this work is complete to get sections of the roadway opened early. We will get a better sense of timing for this as we move through the next couple of weeks.

If you have any questions on the status of Highway 41, just let me know.

COSTCO UPDATE

As I know you often get a lot of questions about the Costco project, the road work continues to move forward on schedule, with us still expecting the roundabout to be completed in late September and the remainder of MnDOT's project to the north of the round-about being completed in early October.

From a building side, not only did we have Costco submit their application to have a building permit issued for their project, but we have now completed our permit review of plans for the project and released the completed building permit to Costco as of this past Wednesday. With that now being issued, we do expect to see the sitework completed within the next couple of weeks with work on the building starting shortly thereafter when Costco has the site released to them. At this point they are still on schedule for a Spring 2024 opening.

If you have any other questions on this project, just let me know.

CONGRESSIONALLY DESIGNATED FUNDING FOR EOC IN NEW PUBLIC SAFETY BUILDING

As I believe I shared with you a few weeks ago, Elise has been working with Chief Seibert and Chief Kraus to seek Congressionally Designated Funding to help support the outfitting of our new Emergency Operations Center (EOC) when it is built as part of our Public Safety Campus. There are several things we need to equip this space with for it to be effective as an EOC. We were pleased to hear back from both Senator Klobuchar and Senator Smith that they are prioritizing our funding request of \$1.5 million in their list of requests as part of the final spending bill for 2024. At this time, we are going to be working with Representative Emmer's office to see if we can potentially also get support from the House of Representatives side to seek that as a priority project for the State of Minnesota. Next week the Mayor will be providing to Representative Emmer's office the request to have Congressman Emmer consider including this as one of his priorities for the 2024 Spending Bill. We feel it is important to have support from both the House and Senate for our request if we are to be ultimately successful in receiving this funding.

As we hear more about this request, I will let you know. In the meantime, if you have any questions about this request, please let me know.

UPCOMING ACTIVITIES:

FARMER'S MARKET UPDATE

As a reminder, as we are now moving into the end of summer, the Farmer's Market in Fireman's Park has changed its hours for the remainder of the summer. Starting on August 9th, the Farmer's Market moved their hours from 4-7 pm, which will be the hours of the market until it ends on September 20th.

LATIN MUSIC AND FOOD FESTIVAL

Just a reminder that this event will be held in Fireman's Park on Friday, September 22nd from 5-11 pm. This event is being put on in September to help celebrate Hispanic Heritage Month and will include music, dancing, food, drinks, family-friendly activities and fireworks to wrap up the night. This is an event that has grown significantly over the past couple of years and is a highlight of our festivals that occur in Downtown Chaska throughout the year.

CHASKA CARES MUSIC FESTIVAL

As I shared with you previously, the City of Chaska and the Chaska Rotary have partnered up to put on the Chaska Cares Music Festival, which will be held on Saturday October 7th, from noon-10 pm down at Athletic Park. This music festival will include a wide variety of music options throughout the day with food trucks, beer gardens, activities, local craft booths and socializing throughout the day. The cost of the entire day of events is \$50 per person and is a fundraiser for the Miracle League Baseball Field, Universal Playground and Adaptive Shelter building. The hope is to make this an annual event, with proceeds each year going towards large community building projects. If you are interested in purchasing tickets in advance of the event, please visit the website chaskacaresmusicfest.com and hit the button "Purchase Tickets" on the home page. This should be a very fun event with a great cause. We hope to see this get bigger each year!

City of Chaska Memorandum

To: Administration, Mayor, and City Council

From: Lisa Nelson, Controller

Date: August 18, 2023

RE: Financial Reports – Year-To-Date (YTD) Ending June 30, 2023

FINACIAL REPORTS

Enclosed are year-to-date financial reports as of June 30, 2023.

Each fund includes the adopted budget compared to YTD actuals and the resulting variance. Also presented is the percentage of actual revenue or expenditures compared to the annual budget.

Prior year revenues and expenditures are reported to allow you to compare current year activity to the prior year.

These draft reports include the following revenues and expenditures:

- YTD revenue receipted by the City.
- YTD revenue from invoices issued by the City.
- YTD payroll through June.
- YTD vendor payments that:
 - 1) were previously approved by the City Council, or
 - 2) are pending approval by the Council at the August 21st meeting.

These draft reports do not include the following revenues and expenditures/expenses:

- General investment earnings revenue (allocated at year-end)
- Depreciation expense (recorded at year-end)

GENERAL FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 06/30/2023 AND 06/30/2022

	2023				PERCENT OF BUDGET RECEIVED/ EXPENDED	2022 ACTUAL AS OF 6/30/2022
	BUDGETED AMOUNTS		ACTUAL AS OF 6/30/2023	VARIANCE WITH AMENDED BUDGET		
	ORIGINAL	AMENDED				
REVENUES:						
Property Taxes *	\$ 10,590,388	\$ 10,590,388	\$ 3,832,015	\$ (6,758,373)	36%	\$ 2,915,809
Franchise Fees (Cable TV & Gas)	762,000	762,000	194,608	(567,392)	26%	192,530
Licenses	205,780	205,780	171,637	(34,143)	83%	166,329
Permits:						
Building	1,035,098	1,035,098	1,652,739	617,641	160%	917,048
Other Permits	35,798	35,798	54,879	19,081	153%	17,807
Intergovernmental:						
State	588,387	588,387	148,921	(439,466)	25%	129,163
Regional, County, School & Local	169,470	169,470	74,925	(94,545)	44%	14,160
Charges For Services:						
General Government	100,300	100,300	37,248	(63,052)	37%	126,116
Public Safety	47,837	47,837	39,661	(8,176)	83%	32,136
Public Works	14,260	14,260	20,253	5,993	142%	16,410
Parks & Recreation	293,764	592,038	296,341	(295,697)	50%	147,624
Administrative Charges	5,536,060	5,536,060	2,755,373	(2,780,687)	50%	2,564,851
Fines And Forfeitures	40,223	40,223	23,872	(16,351)	59%	18,218
Investment Earnings	25,000	25,000	(7,955)	(32,955)	-32%	(5,112)
Other Revenue	186,850	189,850	176,377	(13,473)	93%	153,638
TOTAL REVENUES	19,631,215	19,932,489	9,470,894	(10,461,595)	48%	7,406,727
EXPENDITURES:						
General Government:						
Mayor & Council	191,078	191,078	60,236	130,842	32%	66,869
Communications	73,447	73,447	36,417	37,030	50%	17,427
Administration	1,122,615	1,122,615	466,996	655,619	42%	452,027
Human Resources	462,885	462,885	268,309	194,576	58%	243,589
Elections	13,906	13,906	6,480	7,426	47%	116
Finance/Admin Services	1,860,432	1,860,432	904,760	955,672	49%	838,826
Information Services & Fiber Sys.	1,328,176	1,328,176	707,000	621,176	53%	691,424
Legal - City Attorney	120,000	120,000	76,349	43,651	64%	113,957
Community Development	417,903	417,903	197,714	220,189	47%	240,545
Engineering	635,216	635,216	351,269	283,947	55%	231,999
Government Buildings	216,612	216,612	111,863	104,749	52%	148,096
Facility Maintenance	761,846	761,846	297,352	464,494	39%	249,417
Total General Government	7,204,116	7,204,116	3,484,745	3,719,371	48%	3,294,292
Public Safety:						
Police	6,103,812	6,103,812	3,039,257	3,064,555	50%	2,678,720
Fire	2,547,084	2,547,084	1,177,291	1,369,793	46%	985,620
Building Inspections (Comm.Dev)	781,511	781,511	552,193	229,318	71%	413,516
Civil Defense	5,814	5,814	552	5,262	9%	221
Total Public Safety	9,438,221	9,438,221	4,769,293	4,668,928	51%	4,078,077
Public Works:						
Administration	424,883	424,883	203,619	221,264	48%	196,741
Streets & Alleys	1,935,240	1,935,240	676,291	1,258,949	35%	617,442
Snow Removal	284,555	284,555	325,035	(40,480)	114%	182,158
Signs	7,000	7,000	4,895	2,105	70%	1,337
Municipal Services/Building	211,196	211,196	116,858	94,338	55%	96,565
Tree Maintenance	64,968	64,968	62,072	2,896	96%	21,478
Total Public Works	2,927,842	2,927,842	1,388,770	1,539,072	47%	1,115,721
Parks & Recreation:						
Administration	638,389	788,546	374,705	413,841	48%	352,952
Community Events **	164,350	169,550	93,121	76,429	55%	16,693
Programs (Youth/Teen/Adult/Sr.) **	442,628	654,168	310,728	343,440	47%	128,755
Beach/Firemen's Park	123,425	123,425	35,127	88,298	28%	17,586
Hockey & Skating Rinks	12,481	12,481	3,998	8,483	32%	7,071
Park Maintenance	1,319,372	1,319,372	681,645	637,727	52%	618,277
Total Parks & Recreation	2,700,645	3,067,542	1,499,324	1,568,218	49%	1,141,334
Unallocated	267,991	267,991	(8,053)	276,044	-3%	5,384
Debt Service	116,400	116,400	57,572	58,828	49%	1,710
TOTAL EXPENDITURES	22,655,215	23,022,112	11,191,651	11,830,461	49%	9,636,518
OTHER FINANCING SOURCES (USES):						
Transfers In	5,004,000	5,004,000	2,140,690	(2,863,310)	43%	1,912,610
Transfers Out	(1,980,000)	(1,980,000)	(285,000)	1,695,000	14%	-
NET TRANSFERS	3,024,000	3,024,000	1,855,690	(1,168,310)	61%	1,912,610
NET CHANGE IN FUND BALANCES	\$ -	\$ (65,623)	\$ 134,933	\$ 200,556		\$ (317,181)

* Tax settlements are received from Carver County in June/July and December.

** Includes Park & Rec programs previously recorded as Community Center activity.

MOUNT PLEASANT MAINTENANCE FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 06/30/2023 AND 06/30/2022

	2023			PERCENT	2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET	OF BUDGET RECEIVED/ EXPENDED	ACTUAL AS OF 6/30/2022
REVENUES:					
Property Taxes *	\$ 6,000	\$ 2,100	\$ (3,900)	35%	\$ 2,100
Charges For Services/Lot Sales	2,400	600	(1,800)	25%	900
Investment Earnings	300	-	(300)	0%	-
TOTAL REVENUES	8,700	2,700	(6,000)	31%	3,000
EXPENDITURES:					
Current:					
Public Works:					
Professional Services And Charges	13,500	4,666	8,834	35%	4,673
NET CHANGE IN FUND BALANCES	\$ (4,800)	\$ (1,966)	\$ 2,834		\$ (1,673)

* Tax settlements are received from Carver County in June/July and December.

ECONOMIC DEVELOPMENT AUTHORITY (EDA) FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 06/30/23 AND 06/30/22

	2023			PERCENT OF BUDGET	2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET	% RECEIVED/ EXPENDED	ACTUAL AS OF 6/30/2022
REVENUES:					
Property Taxes *	\$ 196,308	\$ 64,264	\$ (132,044)	33%	\$ 58,254
Intergovernmental	-	210,000	210,000	0%	-
Charges For Services	263,886	131,951	(131,935)	50%	86,250
Special Assessments	40,000	-	(40,000)	0%	-
Investment Earnings (Charges)	(5,400)	-	5,400	0%	-
Leases/Rent	32,400	-	(32,400)	0%	16,315
Other Revenue	-	(415)	(415)		11,390
TOTAL REVENUES	527,194	405,800	(121,394)	77%	172,209
EXPENDITURES:					
Current:					
Administration:					
Professional Services	18,905	10,241	8,664	54%	486
Other Charges and Special Events	47,120	6,641	40,479	14%	7,099
Remit Grant Revenue	-	210,000	(210,000)		-
Administrative Fees	360,486	182,898	177,588	51%	133,150
Economic Development Projects/Programs:					
Professional Services	61,309	29,399	31,910		29,279
Other Charges and Special Events	19,674	13,775	5,899	70%	9,351
Debt Service:					
Principal	16,800	-	16,800	0%	-
Interest	2,900	-	2,900	0%	-
Capital Outlay	-	313,761	(313,761)		-
TOTAL EXPENDITURES	527,194	766,715	(239,521)	145%	179,365
NET CHANGE IN FUND BALANCES	\$ -	\$ (360,915)	\$ (360,915)		\$ (7,156)

* Tax settlements are received from Carver County in June/July and December.

EQUIPMENT ACQUISITION FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 06/30/2023 AND 06/30/2022

	2023			PERCENT	2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET	OF BUDGET RECEIVED/ EXPENDED	ACTUAL AS OF 6/30/2022
REVENUES:					
Property Taxes *	\$ 4,106,500	\$ 445,025	\$ (3,661,475)	11%	\$ 357,961
Charges For Services	30,500	4,748	(25,752)	16%	5,336
Interest Earnings	-	31,531	31,531		39,586
Leases (tower)	109,000	-	(109,000)	0%	89,217
Other Revenue	-	3,000	3,000		3,353
TOTAL REVENUES	4,246,000	484,304	(3,761,696)	11%	495,453
EXPENDITURES:					
Current:					
General Government	10,000	450	9,550		13,501
Public Safety	-	5,044	(5,044)		-
Public Works	-	-	-		4,697
Debt Service:					
Lease Payments	-	16,146	(16,146)		3,808
Issuance Costs & Fiscal Agent Fees	93,000	-	93,000		-
Capital Outlay:					
Furniture And Equipment					
Communications	30,500	-	30,500	0%	-
Information Technology	270,000	210,448	59,552	78%	49,956
Police	-	83,011	(83,011)		99,048
Fire	250,000	11,044	238,956	4%	41,289
Building Inspections	-	-	-		167,137
Public Works	341,000	-	341,000	0%	177,724
TOTAL EXPENDITURES	994,500	326,143	668,357	33%	557,160
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	3,251,500	158,161	(3,093,339)		(61,707)
OTHER FINANCING SOURCES (USES):					
Transfers In	32,000	-	(32,000)	0%	-
Transfers Out	(3,686,000)	(218,684)	3,467,316	6%	(211,803)
Bonds Issued	402,500	-	(402,500)	0%	-
Leases Issued	-	-	-		265,833
Sale of Capital Assets	-	25,425	25,425		10,754
TOTAL OTHER FINANCING SOURCES (USES)	(3,251,500)	(193,259)	3,058,241		64,784
NET CHANGE IN FUND BALANCES	\$ -	\$ (35,098)	\$ (35,098)		\$ 3,077

* Tax settlements are received from Carver County in June/July and December.

ELECTRIC FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 06/30/2023 AND 06/30/2022

	2023			PERCENT OF BUDGET	2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET	RECEIVED / EXPENDED	ACTUAL AS OF 6/30/2022
OPERATING REVENUES:					
Residential & Senior Sales	\$ 10,326,000	\$ 4,876,345	\$ (5,449,655)	47%	\$ 4,683,799
Commercial Sales	1,078,000	532,805	(545,195)	49%	537,570
Industrial Sales	30,904,000	15,293,982	(15,610,018)	49%	14,562,106
Service Charges	1,944,000	6,073,268	4,129,268	312%	5,501,385
Other Sales	1,025,000	845,548	(179,452)	82%	823,125
TOTAL OPERATING REVENUES	45,277,000	27,621,948	(17,655,052)	61%	26,107,985
OPERATING EXPENSES:					
Purchased Power	27,292,000	17,756,286	9,535,714	65%	17,580,570
Distribution:					
Personnel Services	1,993,084	999,065	994,019	50%	824,784
Supplies, Services & Other Charges	793,346	456,308	337,038	58%	485,928
Administration:					
Personnel Services	417,093	205,705	211,388	49%	133,273
Supplies, Services & Other Charges	3,371,534	1,750,981	1,620,553	52%	1,581,703
Utility Billing:					
Personnel Services	311,848	178,661	133,187	57%	157,037
Supplies, Services & Other Charges	384,785	144,450	240,335	38%	197,774
Conservation Programs	482,350	176,925	305,425	37%	201,053
Capital Outlay	1,390,000	297,186	1,092,814	21%	210,302
TOTAL OPERATING EXPENSES	36,436,040	21,965,567	14,470,473	60%	21,372,424
OPERATING INCOME	8,840,960	5,656,381	(3,184,579)		4,735,561
NON-OPERATING REVENUES:					
Investment Earnings	16,700	(6,085)	(22,785)	-36%	(11,126)
Intergovernmental	-	125	125		96
TOTAL NON-OPERATING REVENUES	16,700	(5,960)	(22,660)		(11,030)
NON-OPERATING EXPENSES:					
Debt Service - Principal	450,000	-	450,000	0%	-
Debt Service - Interest	253,000	126,088	126,912	50%	67,344
Debt Service - Agent Fees	450	500	(50)		500
TOTAL NON-OPERATING EXPENSES	703,450	126,588	576,862	18%	67,844
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	8,154,210	5,523,833	(2,630,377)		4,656,687
CAPITAL CONTRIBUTIONS	-	36,663	36,663		254,722
TRANSFERS IN (OUT):					
Transfers Out	(7,288,710)	(3,140,690)	4,148,020		(3,577,397)
TOTAL TRANSFERS IN (OUT)	(7,288,710)	(3,140,690)	4,148,020		(3,577,397)
CHANGE IN NET POSITION	\$ 865,500	\$ 2,419,806	\$ 1,554,306		\$ 1,334,012

WATER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIOD ENDED 06/30/2023 AND 06/30/2022

	2023			PERCENT	2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET	OF BUDGET RECEIVED/ EXPENDED	ACTUAL AS OF 6/30/2022
OPERATING REVENUES:					
Residential Sales	\$ 1,917,000	\$ 859,006	\$ (1,057,994)	45%	\$ 711,997
Commercial Sales	1,224,000	577,940	(646,060)	47%	499,669
Industrial Sales	452,000	216,939	(235,061)	48%	220,049
Other Sales	576,040	460,982	(115,058)	80%	386,020
TOTAL OPERATING REVENUES	4,169,040	2,114,867	(2,054,173)	51%	1,817,735
OPERATING EXPENSES:					
Pumping	296,896	184,388	112,508	62%	145,655
Treatment	358,984	226,852	132,132	63%	189,585
Distribution:					
Personnel Services	619,456	293,268	326,188	47%	228,751
Supplies, Services & Other Charges	371,051	104,580	266,471	28%	91,472
Administration:					
Personnel Services	135,516	68,951	66,565	51%	60,407
Supplies, Services & Other Charges	705,394	355,451	349,943	50%	324,155
Utility Billing:					
Personnel Services	77,961	32,453	45,508	42%	34,740
Supplies, Services & Other Charges	67,495	33,521	33,974	50%	43,336
Capital Outlay	393,500	840,735	(447,235)	214%	294,319
TOTAL OPERATING EXPENSES	3,026,253	2,140,199	886,054	71%	1,412,420
OPERATING INCOME	1,142,787	(25,332)	(1,168,119)	-2%	405,315
NON-OPERATING REVENUES:					
Investment Earnings	9,300	(8,102)	(17,402)	-87%	(3,209)
Intergovernmental	-	33	33		399
Lease - Bountiful Basket	31,800	-	(31,800)	0%	15,584
TOTAL NON-OPERATING REVENUES	41,100	(8,069)	(49,169)	-20%	12,774
NON-OPERATING EXPENSES:					
Debt Service - Principal	812,173	146,235	665,938	18%	133,035
Debt Service - Interest	156,457	74,864	81,593	48%	42,778
Issuance Costs & Fiscal Agent Fees	-	75	(75)		60
Old Water Treatment Plant/Bountiful Basket	1,922	741	1,181		1,303
TOTAL NON-OPERATING EXPENSES	970,552	221,915	748,637	23%	177,176
INCOME (LOSS) BEFORE TRANSFERS	213,335	(255,316)	(468,651)		240,913
TRANSFERS IN (OUT):					
Transfers In	400,000	-	(400,000)		-
Transfers (Out)	(234,855)	-	234,855		-
NET TRANSFERS IN (OUT)	165,145	-	(165,145)		-
CHANGE IN NET POSITION	\$ 378,480	\$ (255,316)	\$ (633,796)		\$ 240,913

SEWER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 06/30/2023 AND 06/30/2022

	2023			PERCENT OF BUDGET	2022
	ORIGINAL BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 6/30/2022
OPERATING REVENUES:					
Residential Sales	\$ 2,084,000	\$ 984,158	\$ (1,099,842)	47%	\$ 807,763
Commercial Sales	1,417,300	728,377	(688,923)	51%	609,161
Industrial Sales	1,752,200	767,038	(985,162)	44%	729,825
Other Sales	1,074,950	808,306	(266,644)	75%	655,999
TOTAL OPERATING REVENUE	6,328,450	3,287,879	(3,040,571)	52%	2,802,748
OPERATING EXPENSES:					
Pumping	25,092	12,137	12,955	48%	7,700
Treatment	3,712,603	2,165,685	1,546,918	58%	1,792,161
Collection:					
Personnel Services	619,458	291,944	327,514	47%	228,436
Supplies, Services & Other Charges	191,306	59,305	132,001	31%	64,619
Administration:					
Personnel Services	135,514	68,952	66,562	51%	60,408
Supplies, Services & Other Charges	691,085	349,691	341,394	51%	320,616
Utility Billing:					
Personnel Services	77,961	32,453	45,508	42%	34,740
Supplies, Services & Other Charges	71,484	33,605	37,879	47%	42,774
Capital Outlay	92,000	2,533	89,467	3%	637
TOTAL OPERATING EXPENSES	5,616,503	3,016,305	2,600,198	54%	2,552,091
OPERATING INCOME	711,947	271,574	(440,373)		250,657
NON-OPERATING REVENUES:					
Investment Earnings	5,100	(1,479)	(6,579)	-29%	-
Intergovernmental	-	26	26		49
TOTAL NON-OPERATING REVENUES	5,100	(1,453)	(6,553)	-28%	49
NON-OPERATING EXPENSES:					
Debt Service - Principal	271,852	271,852	-	100%	249,141
Debt Service - Interest	117,340	62,484	54,856	53%	61,758
Issuance Costs & Fiscal Agent Fees	-	275	(275)		265
TOTAL NON-OPERATING EXPENSES	389,192	334,611	54,581		311,164
INCOME (LOSS) BEFORE TRANSFERS	327,855	(64,490)	(392,345)		(60,458)
TRANSFERS IN (OUT):					
Transfers In	-	-	-		-
Transfers (Out)	(327,855)	-	327,855		-
TOTAL TRANSFERS IN (OUT)	(327,855)	-	327,855		-
CHANGE IN NET POSITION	\$ -	\$ (64,490)	\$ (64,490)		\$ (60,458)

CHASKA COMMUNITY CENTER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 06/30/2023 AND 06/30/2022

	2023				PERCENT OF BUDGET RECEIVED/ EXPENDED	2022 ACTUAL AS OF 6/30/2022
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET		
OPERATING REVENUES:						
Admissions	\$ 306,700	\$ 306,700	\$ 125,355	\$ (181,345)	41%	\$ 121,567
Memberships	1,242,673	1,242,673	627,632	(615,041)	51%	505,819
Rentals	1,079,820	1,079,820	567,255	(512,565)	53%	644,059
Charges for Services/Lessons	575,691	430,848	208,558	(222,290)	48%	255,687
Other Revenue	564,158	557,884	35,148	(522,736)	6%	44,998
TOTAL OPERATING REVENUE	\$ 3,769,042	\$ 3,617,925	\$ 1,563,948	\$ (2,053,977)	43%	\$ 1,572,130
OPERATING EXPENSES:						
Personnel Services	2,441,859	2,320,870	1,210,136	1,110,734	52%	995,714
Operating Supplies	262,317	237,167	143,452	93,715	60%	147,260
Professional & Other Services	821,918	782,968	518,616	264,352	66%	576,875
Other Charges	808,890	777,239	172,532	604,707	22%	180,378
Capital Outly	-	-	145,932	(145,932)		211,721
TOTAL OPERATING EXPENSES	4,334,984	4,118,244	2,190,668	1,927,576	53%	2,111,948
OPERATING INCOME (LOSS)	(565,942)	(500,319)	(626,720)	(126,401)		(539,818)
NON-OPERATING REVENUES:						
Investment Earnings (Charges)	(11,400)	(11,400)	4,685	16,085	-41%	37
Debt Procceds	303,000	303,000	-	-		-
TOTAL NON-OPERATING REVENUES	291,600	291,600	4,685	16,085	2%	37
NON-OPERATING EXPENSES:						
Debt Service - Principal	358,000	358,000	1,319	356,681	0%	-
Debt Service - Interest	137,800	137,800	66,443	71,357	48%	63,833
Issuance Costs & Fiscal Agent Fees	2,750	2,750	1,700	1,050	62%	1,700
TOTAL NON-OPERATING EXPENSES	498,550	498,550	69,462	429,088	14%	65,533
INCOME (LOSS) BEFORE TRANSFERS	(772,892)	(707,269)	(691,497)	318,772		(605,314)
TRANSFERS IN (OUT):						
Transfers In	700,420	700,420	586,710	(113,710)	84%	470,000
CHANGE IN NET POSITION	\$ (72,472)	\$ (6,849)	\$ (104,787)	\$ 205,062		\$ (135,314)

2022 includes program activity that was moved to the General fund, Park and Recreation function, in 2023.

THE LOOP AT CHASKA (Closed During Construction)
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIOD ENDED 06/30/23 AND 06/30/22

	2023			2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET	ACTUAL AS OF 6/30/2022
OPERATING REVENUES:				
Green Fees	\$ -	\$ -	\$ -	\$ -
Cart Rental	-	-	-	-
Merchandise & Other Sales	-	-	-	-
TOTAL OPERATING REVENUES	-	-	-	-
OPERATING EXPENSES:				
Golf - Maintenance Dept:				
Personnel Services	-	3,393	(3,393)	-
Supplies, Services & Other Charges	-	25,533	(25,533)	980
Golf - Club House:				
Personnel Services	-	-	-	-
Supplies, Services & Other Charges	-	1,957	(1,957)	-
Merchandise for Resale	-	937	(937)	-
Capital Outlay - Golf Course Construction	-	194,679	(194,679)	158,272
TOTAL OPERATING EXPENSES	-	226,499	(226,499)	159,252
OPERATING INCOME (LOSS)	-	(226,499)	(226,499)	(159,252)
NON-OPERATING REVENUES:				
Investment Earnings (Charges)	-	2,604	2,604	322
Refunds/Reimbursements	-	165	165	-
TOTAL NON-OPERATING REVENUES	-	2,769	2,769	322
NON-OPERATING EXPENSES:				
Interest	-	43,992	(43,992)	53,187
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	-	(267,722)	(267,722)	(212,117)
CHANGE IN NET POSITION	\$ -	\$ (267,722)	\$ (267,722)	\$ (212,117)

Golf course is closed for construction
2023 Budget will be adopted once the opening date is determined

CHASKA TOWN COURSE FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIOD ENDED 06/30/23 AND 06/30/22

	2023			PERCENT OF BUDGET	2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH AMENDED BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 6/30/2022
OPERATING REVENUES:					
Green Fees	\$ 1,776,000	\$ 887,106	\$ (888,894)	50%	\$ 794,360
Driving Range	155,000	94,676	(60,324)	61%	85,242
Golf Rentals	430,000	168,358	(261,642)	39%	155,530
Merchandise	300,000	159,797	(140,203)	53%	111,792
Other Sales	184,000	123,906	(60,094)	67%	104,619
TOTAL OPERATING REVENUE	\$ 2,845,000	\$ 1,433,843	\$ (1,411,157)	50%	\$ 1,251,543
OPERATING EXPENSES:					
Golf - Maintenance Dept:					
Personnel Services	812,541	372,292	440,249	46%	306,904
Supplies, Services & Other Charges	313,586	192,566	121,020	61%	177,748
Golf - Club House:					
Personnel Services	625,128	293,742	334,386	47%	239,456
Supplies, Services & Other Charges	473,896	270,379	203,517	57%	244,171
Merchandise for Resale	225,000	274,229	(49,229)	122%	185,230
Capital Outlay	1,491,000	118,853	1,372,147	8%	139,894
TOTAL OPERATING EXPENSES	3,941,151	1,522,061	2,422,090	39%	1,293,403
OPERATING INCOME	(1,096,151)	(88,218)	1,010,933		(41,860)
NON-OPERATING REVENUES:					
Investment Earnings (Charges)	(2,600)	(2,538)	62		(1,028)
Bond Proceeds	1,232,000	-	(1,232,000)		-
TOTAL NON-OPERATING REVENUES	1,229,400	(2,538)	62		(1,028)
NON-OPERATING EXPENSES:					
Debt Service - Principal	186,000	1,154	184,846	1%	-
Debt Service - Interest	93,600	21,152	72,448	23%	26,027
TOTAL NON-OPERATING EXPENSES	279,600	22,306	257,294	8%	26,027
CHANGE IN NET POSITION	\$ (146,351)	\$ (113,062)	\$ 1,268,289		\$ (68,915)

TURBINE GENERATOR FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIOD ENDED 06/30/23 AND 06/30/22

	2023			PERCENT OF BUDGET RECEIVED/ EXPENDED	2022
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET		ACTUAL AS OF 6/30/2022
OPERATING REVENUES:					
Lease Revenue *	\$ 2,486,184	\$ 1,274,190	\$ (1,211,994)	51%	\$ 1,274,190
OPERATING EXPENSES:					
Professional Services	108,000	122,906	(14,906)	114%	105,868
Other Charges	230,170	115,085	115,085	50%	103,192
TOTAL OPERATING EXPENSES	338,170	237,991	100,179	70%	209,060
OPERATING INCOME	2,148,014	1,036,199	(1,111,815)		1,065,130
NON-OPERATING REVENUES:					
Investment Earnings	-	16,894	16,894		(1,007)
Interfund Loan Payments	104,219	-	(104,219)	0%	-
TOTAL NON-OPERATING REVENUES	104,219	16,894	(87,325)	16%	(1,007)
NON-OPERATING EXPENSES:					
Debt Service - Principal	1,400,000	-	1,400,000	0%	-
Debt Service - Interest	670,500	335,250	335,250	50%	368,750
Issuance Costs & Fiscal Agent Fees	4,500	-	4,500	0%	-
TOTAL NON-OPERATING EXPENSES	2,075,000	335,250	1,739,750	16%	368,750
CHANGE IN NET POSITION	\$ 177,233	\$ 717,843	\$ 540,610		\$ 695,373

* Lease Revenue includes payments applied to lease receivable

STORM WATER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 06/30/23 AND 06/30/22

	2023			PERCENT OF BUDGET RECEIVED/ EXPENDED	2022	
	BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET		ACTUAL AS OF 6/30/2022	
OPERATING REVENUES:						
Residential Sales	\$ 1,221,000	\$ 624,460	\$ (596,540)	51%	\$ 570,484	
Industrial Sales	884,000	454,121	(429,879)	51%	418,944	
All Other Receipts	14,385	2,524	(11,861)	18%	2,128	
TOTAL OPERATING REVENUE	2,119,385	1,081,105	(1,038,280)	51%	991,556	
OPERATING EXPENSES:						
Collections:						
Personnel Services	399,600	92,618	306,982	23%	137,529	
Supplies, Services & Other Charges	287,253	82,110	205,143	29%	196,834	
Administration:						
Personnel Services	222,637	110,703	111,934	50%	88,430	
Supplies, Services & Other Charges	418,599	209,298	209,301	50%	196,750	
Utility Billing:						
Personnel Services	51,974	11,869	40,105	23%	-	
Supplies, Services & Other Charges	63,741	36,959	26,782	58%	38,982	
Capital Outlay	348,003	19,475	328,528	6%	523,308	
TOTAL OPERATING EXPENSES	1,791,807	563,032	1,228,775	31%	1,181,833	
OPERATING INCOME (LOSS)	327,578	518,073	190,495		(190,277)	
NON-OPERATING REVENUES:						
Investment Earnings (Charges)	5,500	(4,890)	(10,390)	-89%	(2,850)	
Intergovernmental	-	-	-		40,000	
Refunds and Reimbursements	-	-	-		102,310	
TOTAL NON-OPERATING REVENUES	5,500	(4,890)	(10,390)		139,460	
NON-OPERATING EXPENSES:						
Debt Service - Principal	210,184	152,851	57,333	73%	142,600	
Debt Service - Interest	78,055	41,317	36,738	53%	38,019	
Issuance Costs & Fiscal Agent Fees	-	200	(200)		175	
TOTAL NON-OPERATING EXPENSES	288,239	194,368	93,871	67%	180,794	
INCOME (LOSS) BEFORE TRANSFERS	44,839	318,815	273,976		(231,611)	
TRANSFERS IN (OUT):						
Transfers In	207,870	-	(207,870)	0%	-	
Transfers (Out)	(252,000)	-	252,000	0%	-	
NET TRANSFERS IN (OUT)	(44,130)	-	44,130		-	
CHANGE IN NET POSITION	\$ 709	\$ 318,815	\$ 318,106		\$ (231,611)	

CHASKA CURLING AND EVENT CENTER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 05/31/2023 AND 05/31/2022

	2023				PERCENT OF BUDGET RECEIVED/ EXPENDED	2022 ACTUAL AS OF 6/30/2022
	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AS OF 6/30/2023	VARIANCE WITH BUDGET		
OPERATING REVENUES:						
Memberships	\$ 146,000	\$ 146,000	\$ 69,108	\$ (76,892)	47%	\$ 71,067
Rentals	182,716	182,716	61,908	(120,808)	34%	78,912
Lessons	265,000	265,000	137,130	(127,870)	52%	174,153
Leagues	260,000	260,000	15,080	(244,920)	6%	99,699
Leases	388,000	388,000	133,748	(254,252)	34%	192,093
Other Revenue	54,484	54,484	17,777	(36,707)	33%	21,130
TOTAL OPERATING REVENUES	1,296,200	1,296,200	434,751	(861,449)	34%	637,054
OPERATING EXPENSES:						
Administration:						
Personnel Services	367,663	367,663	128,685	238,978	35%	139,034
Supplies, Services & Other Charges	417,046	417,046	205,370	211,676	49%	220,945
Event Center:						
Personnel Services	109,794	109,794	44,738	65,056	41%	49,100
Supplies, Services & Other Charges	18,001	18,001	9,972	8,029	55%	5,887
Curling Center:						
Personnel Services	211,356	211,356	95,769	115,587	45%	111,667
Supplies, Services & Other Charges	78,825	78,825	39,810	39,015	51%	36,504
Crooked Pint	61,910	61,910	21,406	40,504	35%	22,341
Capital Outlay	15,000	15,000	-	15,000		32,000
TOTAL OPERATING EXPENSES	1,279,595	1,279,595	545,750	733,845	43%	617,478
OPERATING INCOME (LOSS)	16,605	16,605	(110,999)	(127,604)		19,576
NON-OPERATING REVENUES:						
Investment Earnings (Charges)	(12,154)	(12,154)	22,330	34,484		221
TOTAL NON-OPERATING REVENUES	(12,154)	(12,154)	22,330	34,484		221
NON-OPERATING EXPENSES:						
Debt Service-Principal	1,085,000	1,085,000	1,085,000	-	100%	1,050,000
Debt Service-Interest	497,906	497,906	200,712	297,194	40%	216,139
Issuance Costs & Fiscal Agent Fees	1,600	1,600	3,200	(1,600)	200%	1,600
TOTAL NON-OPERATING EXPENSES	1,584,506	1,584,506	1,288,912	295,594	81%	1,267,739
INCOME (LOSS) BEFORE TRANSFERS	(1,580,055)	(1,580,055)	(1,377,581)	202,474		(1,247,942)
TRANSFERS IN (OUT):						
Transfers In	1,584,506	1,584,506	1,286,000	(298,506)	81%	1,267,740
CHANGE IN NET POSITION	\$ 4,451	\$ 4,451	\$ (91,581)	\$ (96,032)		\$ 19,798