

WORK SESSION
Representatives from the County to discuss the Engler Blvd Reconstruction
Project
5:30 – 7:00 PM



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, August 5, 2024
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
 - 5.A. Erin Rathke, Superintendent Eastern Carver County Schools - Learning and Listening Presentation
 - 5.B. Greg Pavett, The Humanity Alliance - Former Oak Ridge Conference Center
6. Approve Previous Meeting Minutes
 - 6.A. City Council Meeting Minutes from 7-15-2024
7. Consent Items
 - 7.A. Adopt Resolution 2024-63 Accepting Gifts and Donations
 - 7.B. Approve Full & Final Schalow Property Settlement Agreement
 - 7.C. Adopt Resolution 2024-64 to Approve Joint Powers Agreement for Carver County Minnesota River Bluffs Regional Trail - Chaska Connection
8. Action Items - None
9. Bills
 - 9.A. Accounts Payable Claims Roster 8-5-2024

10. Other Business
 - 10.A. City Administrator's Report
 - 10.A.i. Biweekly Report 08-05-2024
11. Adjourn



Superintendent Learning & Listening Tour

**Chaska City Council
August 5th, 2024**



Introduction



Access to high-quality education is every child's fundamental right.

Providing that access requires:

- Extraordinary leadership
- Intentional collaboration
- Shared ownership in our mission and vision

I will **listen, engage, and continue to develop relationships and trust** during this time of transition.

Together, we can build on Eastern Carver County Schools' strengths and what makes this community special to **best serve every student and family.**

Strategic Plan

MISSION

We prepare every student to achieve their personal best, engage in lifelong learning, and be a thoughtful and responsible citizen.

CORE VALUES

STUDENT-CENTERED: Student needs and growth drive our words, actions, and choices

EXCELLENCE: Committed to high standards and striving for our best

RESPECT: Everyone is seen, heard, valued, and included

COLLABORATION: Engaging, listening, and partnering with others to learn, develop, and innovate

ACCOUNTABILITY: Fostering a culture of integrity and responsibility

VISION We are committed to providing educational excellence for all by:



Offering personalized, rigorous academic and extensive extracurricular programming delivered by highly-trained staff



Promoting a welcoming, inclusive, and equitable culture where everyone has the opportunities and supports needed to be successful



Engaging with community partners to support student learning and career exploration



Investing our resources wisely to best meet the needs of our learners and communities

STRATEGIC DIRECTION



Improving **TEACHING AND PERSONALIZED LEARNING** for the development of each learner



Developing **STRONG PARTNERSHIPS** within the communities we serve



Fostering a **SAFE, WELCOMING, AND INCLUSIVE** environment



Optimizing our management of **RESOURCES** to support student learning

Guiding Values

Instructional Leadership

Prioritize the delivery of the highest quality instruction to our students every day. This commitment begins with a thorough examination of our current practices through research and evaluation, ensuring that our approaches are grounded in evidence-based instructional strategies.

Data-Driven Leadership

Use data to inform our decision-making processes and to drive strategic initiatives for the benefit of both students and the entire system. By relying on outcomes and data rather than subjective feelings or ideas, we ensure that our actions are grounded in evidence and are directly aligned with the needs of our students.

Equity

Create schools where every student is celebrated for their individuality and empowered to excel academically and personally. This commitment requires us to confront and dismantle barriers that impede student success, ensuring that all students have access to the resources, opportunities, and support they need to thrive.

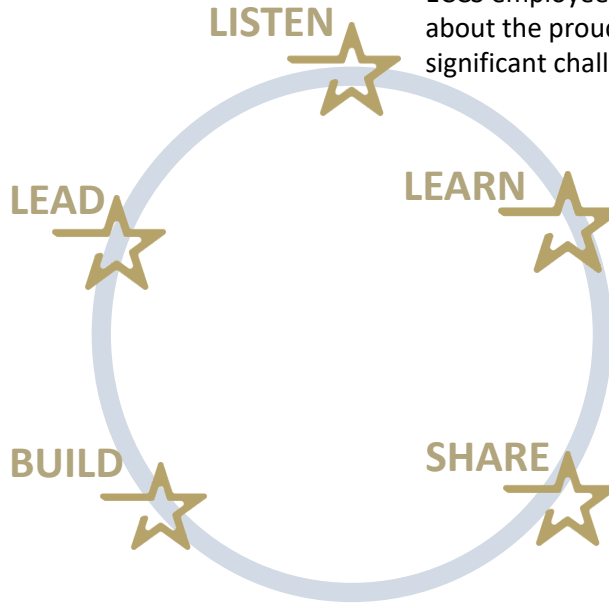
Collaborative Teamwork

Foster teamwork. We recognize that our schools serve as the heart of our communities, and it is through collective efforts that we can ensure the success of all our students.

Engagement

Lead with kindness and take decisive action to move the district forward under our strategic priorities based on what is learned through this engagement process.

Establish strong working relationships with the district's key collaborative partners.



Spend time with students, teachers, caregivers, parents, building leaders, department leaders, other ECCS employees and community members to hear about the proudest accomplishments and most significant challenges in ECCS.

Learn from a different vantage point in the district. Analyze, student, and learn about the desires of our collaborative partners.

Get to know the community better. Tell the district's outstanding story. Share broadly what is learned through engagement and what adjustments will be made.

Four Questions



**WHAT IS GREAT
ABOUT OUR
SCHOOLS AND
SCHOOL DISTRICT?**



**WHAT IS ON YOUR
ECCS WISH LIST?**



**WHAT SHOULD THE
DISTRICT PRIORITIZE
AS THE BUDGET
REMAINS A CHALLENGE?**



**WHAT ARE THREE
OPPORTUNITIES
WE HAVE?**

Community Engagement Opportunities





Questions?



**- MINUTES -
CHASKA CITY COUNCIL
JULY 15, 2024**

1. Call to Order

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

2. Pledge of Allegiance

3. Roll Call

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

Absent: Councilmember Huang.

Also Present: Matt Podhradsky, City Administrator; Krista Mark, Communications Coordinator; Elise Durbin, Assistant Administrator; Nate Kabat, Community Development Director; Liz Hanson, City Planner; and Christophe Morschen, City Attorney.

4. Adopt the Agenda

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

Motion carried.

5. Proclamation

5.A. Chaska Lions Club Monument

Mayor Windschitl read a Proclamation recognizing the refurbishing and relocation of the Chaska Lions Monument and presented it to Brian Dahlke, representative of the Lions Club.

Brian Dahlke provided background on the Chaska Lions Club Monument.

6. Visitor Presentation

6.A. SOUTHWEST TRANSIT PRESENTATION – Chief Executive Officer Erik Hansen

Erik Hansen, Chief Executive Officer of SouthWest Transit, introduced himself and provided some statistics. There were 446,391 riders in 2023 and overall ridership has increased in 2024. 57,443 of Prime riders started or ended their trips in Chaska in 2023.

Mr. Hansen pointed out there is a newly adopted strategic direction for the organization. The strategic priorities include financial sustainability, premium customer experience, growth and innovation, and community and people. There are plans for a system-wide expansion such as a 494 fixed route service, expansion of Prime, increased special events service, and pursuing innovation and technology.

Mr. Hansen added there is a need for sustainable revenue. Southwest Transit had \$15.8 million in revenues in 2023, 75 percent of which are motor vehicle sales tax. Minnesota

recently passed a 0.75 sales tax for transit and active transportation, but only \$9 million was carved out for suburban transit agencies; SouthWest received \$3 million.

Councilmember Hubbard noted autonomous vehicles are being used for public transportation in various states, but Chaska will be the first in the Metro area. She congratulated Mr. Hansen on his first year at SouthWest Transit and commended his work.

Councilmember Grau stated a huge opportunity for SouthWest would be continued partnership with large companies as they are facing employment shortages and pursuing green initiatives. Mr. Hansen confirmed SouthWest is planning environmentally friendly offerings. The autonomous vehicles will start with operators and determine how to become fully autonomous.

7. CLOSED SESSION

7.A. Discussion of the Schalow Property et al, v. City of Chaska lawsuit. The meeting will be closed as permitted by the attorney-client privilege, Minn. Stat. Section 13D.05, subdivision 3 (b)

Motion by Councilmember Hatfield, second by Councilmember Hubbard to enter into a Closed Session. Motion carried.

The Council held a Closed Session.

Motion by Councilmember Hatfield, second by Councilmember Grau to adjourn the Closed Session.

Motion carried.

8. OPEN SESSION

9. Approve Previous Meeting Minutes

9.A. Approve the July 1, 2024 City Council Meeting Minutes

Motion by Councilmember Hubbard, second by Councilmember Grau to approve the minutes of the July 1, 2024 City Council meeting.

Motion carried.

10. Consent Agenda

Councilmember Grau noted his excitement for the Ice Arena revenue. Councilmember Hubbard added the initiative includes other opportunities for advertising.

Motion by Councilmember Grau, second by Mayor Windschitl to approve the Consent Agenda Items A through D:

A. On-Sale Liquor License at Community Event-Walk, Bike Chaska

Motion to approve On-Sale Intoxicating License at a Community Event, Lic#TW24.8 for Chaska Downtown Business Alliance for Walk, Bike Chaska-Paseo/Tunnel Grand Opening effective Sunday, July 21, 2024.

B. Chaska Community Center - Ice Arena Advertising

Motion to approve Rinkside Advertising Network Agreement.

C. Adopt Resolution No. 2024-60 Bond Sale Reimbursement

Motion to adopt Resolution No 2024-60 establishing compliance with reimbursement bond regulations under the Internal Revenue Code of 1986.

D. Adopt Resolution No. 2024-61 Approving the Final Site & Building Plan for 8 Villas, Short Course and Putting Course at Hazeltine National Golf Course/Hazeltine National Golf Course/PC #2024-11

Motion to adopt Resolution No. 2024-61 approving the Hazeltine National Golf Course (Villas, Putting Course, Short Course, and Parking Lot Modifications) Final Site & Building Plan (PC #2024-11).

Councilmember Hubbard asked why the lights off time is 11:00 p.m. for Hazeltine while parks close at 10:00 p.m. City Administrator Podhradsky explained Hazeltine is treated like a business rather than a park. Either way, the City has lighting requirements that minimize the impact of light pollution on the surrounding area.

Motion carried.

11. Action Items

11.A. Adopt Resolution No. 2024-62 Approving Preliminary Site & Building Plan for the Performance Center at Hazeltine National Golf Course/Hazeltine National Golf Course/PC #2024-10

City Administrator Podhradsky introduced the item to the Council and City Planner Elizabeth Hanson provided a presentation on it.

Mayor Windschitl pointed out there is a possibility someone may be hit by a golf ball. Chris Zeman, Vice President of Zeman Construction representative of the applicant, explained the orientation of the building aims the shots down the fairway. The angle of the shots limits the crossover of balls being hit over the turf area of the driving range. The driving area isn't used in the winter.

Mayor Windschitl asked if nets would be allowed on the range. Ms. Hanson stated nets could be added.

Motion by Councilmember Hubbard, second by Councilmember Grau to adopt Resolution No. 2024-62 approving the Hazeltine National Golf Course (Performance Center) Preliminary Site & Building Plan (PC #2024-10).

Motion carried.

12. Bills

12.A. Accounts Payable Claims Roster 15-7-2024

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

Motion carried.

13. Other Business

13.A. City Administrator's Report

13.A.i. Bi-Weekly Report 15-7-2024

13.B. Financial Reports as of 31-5-2024

Councilmember Grau:

- Attended the busy Costco opening and noticed the ease of traffic due to recent construction.
- Noted Fire and Ice was a great event. He thanked all parties that supported the event.
- Thanked Public Works employees for field maintenance.

Councilmember Hubbard:

- Agreed Fire and Ice went well and shared her experience with the dunk tank.
- Pointed out River City Days is August 2 through 4.
- Noted Friends of the Chaska Library book sale will be July 25 to 27.
- Added National Night Out is August 6, 2024.
- Stated on Thursday, July 25, 2024 and Wednesday, August 21, 2024 there will be an open house regarding the plans for various improvement projects.

Councilmember Hatfield:

- Agreed the Costco opening was fun and a reflection of the community within Chaska.
- Noted the tunnel opening and paseo will be celebrated July 21, 2024.
- Stated Picnic with Police will be July 18, 2024.
- Stated Bark in the Park at the Farmer's Market will be July 24, 2024.
- Pointed out Coffee with a Cop will be July 17, 2024.
- Noted there will be a pop-up splash pad at Sunset Park on July 16, 2024.
- Added Highway 41 will be opening around July 22, 2024.
- Stated candidate filings open July 30, 2024.

Mayor Windschitl:

- Stated Fishing with Friends will be hosting their veteran's event will be July 16, 2024.
- Pointed out Rouge 41 is a speakeasy that will be opening soon.
- Agreed Fire and Ice was well-done.
- Noted the next City Council meeting is August 5, 2024.

City Administrator Podhradsky:

- Pointed out 16 people from San Francisco participated in the Fire and Ice curling event.

14. Adjourn

Motion by Councilmember Hubbard, second by Councilmember Grau to adjourn the meeting at 9:12 p.m.

Motion carried.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
08/05/2024**

Subject: Accepting Gifts and Donations

Reviewed By: Erin Barnum, Assistant Controller

Prepared By: Drew Carlson, Accountant I

The City receives various donations or gifts throughout the year. Pursuant to M.S. 465.03 all such gifts must be acknowledged and accepted by a resolution approved by a two-thirds majority of the City Council. Staff have drafted the attached proposed resolution that lists all monetary and nonmonetary gifts received by the City during the second quarter of 2024. Staff recommends approval of the resolution to acknowledge acceptance of each gift as listed.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2024-63 acknowledging and accepting gifts to the City of Chaska received during the period April 1, 2024 through June 30, 2024.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 08/05/2024 RESOLUTION NO. 2024-63

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

**A RESOLUTION ACKNOWLEDGING AND ACCEPTING GIFTS TO THE CITY OF CHASKA
RECEIVED DURING THE PERIOD OF April 01, 2024 THROUGH June 30, 2024 (PURSUANT
TO M.S. 465.03)**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Chaska City Council hereby acknowledges and accepts the following gifts to Chaska that have been received during the period of APRIL 01, 2024 through JUNE 30, 2024:

- Minnesota Gardens, LLC \$1,241.00 – Chaska Police Department
- Donations of \$750.00 – Human Rights Commission, Pride Celebration
- Choice Connections \$125.00 – Lodge Birthday Event
- Old National Bank \$3,000.00 – Touch a Truck Event
- Carver Ridge Senior Living \$375.00 – Lodge Happy Hour Event
- ServPro, LLC \$3,000.00 – Summer Concert Series
- OMRy at Canterbury \$125.00 – Lodge Box Lunch Bingo
- HeartBreakers of Chaska \$3,000.00 – Summer Concert Series
- Auburn Homes & Services \$400.00 – Lodge Event Band Concert
-

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 5th day of August 2024.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/5/2024

Subject: Schalow Property Settlement

Prepared By: Matt Podhradsky, City Administrator

As the Council is aware, during the 1990s, the City of Chaska underwent a project to improve its Flood Control System protecting Downtown Chaska both from flooding of the River from the outside, and from flooding of our community from rain falling within our levy system. To complete this project, a significant amount of property acquisition needed to occur, including purchasing of land fee title and also purchasing easements to be able to address needs of the overall system.

One of the properties that the City negotiated with is the Schalow property, which is generally located on the River side of the flood control levy and just south of the Carver County Courthouse and the Riverwoods Neighborhood. At the time, an easement agreement was reached with the Schalow family that would allow for the construction of a gravel road over the levy to continue to access their property to the south. For reasons unknown, while some portions of the gravel road were constructed going up to the north toe of the levy, the entire road was not reconstructed over the levy which left the property on the south side of the levy unreachable by farm equipment which would have been needed to continue farming on the south side of the levy as the Schalow family had previously done.

Moving forward to 2019, the City was approached by the Schalow family to have us help them seek funding from the State of Minnesota to receive grant dollars to preserve the property, in perpetuity, as undeveloped property. To access these grant dollars, it was a requirement that a public agency be involved, and that the public agency ultimately take ownership of the project to protect the property from future development. The City helped in the application process and were successful in getting the dollars to assist in purchasing this property. During this same time, a member of the Schalow family learned of the access agreement that was put in place in the 1990s and felt that the family should get compensated for the loss of access to their property that they did not have over the almost 30-year period.

After not being able to find any history as to a request being made by the family to build the access road, the City initially denied this request because it was felt that if the family wanted the road built, it should have been requested sooner rather than 30 years after the agreement was made. Based on this response, the Schalow family filed suit against the City of Chaska for loss of use on their easement and a takings claim on their property. In response to this claim, the Court decided the Schalow family could not go all the way back into the 1990s for a takings claim, but that they were entitled to have the road be built because the easement was still in place. What this, in essence, did was to limit any damages caused by no access to their property to the time from 2019 to the present, but not from the 1990's to 2019.

Following this Court ruling Staff did work with the Schalow's attorney to see if they were still interested in having the road built, or if a Settlement Agreement would be better, if we could come up with a number at or less the cost of installing the road.

Given an unreasonable request for compensation, the City decided that it would be more cost effective to install the road. When the process was started, the road was estimated to cost about \$100,000-\$150,000 to install based upon what the Army Corp of Engineers had already approved. Given this, the City submitted a permit request to the Corp to build the road. To this day, the City still has not received approval for this permit. However, during the review process the Corp did indicate what they would require for a road construction to occur now, which would be closer to around \$350,000. Knowing this, and the fact that the Schalow family would be eligible for some loss of use claim against the City (the City's attorney estimated this to be about \$60,000-\$80,000) that our total cost to build the road and settle this claim would be over \$410,000, and we would gain no public benefit out of use of these dollars.

With this knowledge, the City did go through a mediation process with the Schalow family and were able to come to an agreement of \$427,500, of which the League of Minnesota Cities Insurance Trust will directly pay \$17,500 towards the settlement. With this settlement, we will take ownership of the property, we will not need to build the road, and this would end this settlement completely with no ability for either party to pursue any additional damages.

Staff is recommending the approval of the Full and Final Settlement Agreement and Release as is attached to this Staff report. While we know that this is more than what it would have cost the City to build this road in the 1990s, we do feel that we are able to meet our goal with this settlement to keep any amount equal to or less than what it would cost to build the road and pay out any loss of use claim. At the same time, we will take ownership of this property, and will be able to look at how we can use the property for recreational purposes like the US Fish and Wildlife Service property south of Athletic Park.

CITY COUNCIL ACTION REQUESTED

Motion to approve the Full and Final Settlement Agreement and Release and to authorize the Mayor and City Administrator to execute this agreement on behalf of the City of Chaska

FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE

This Full and Final Settlement Agreement and Release ("Agreement") is entered into by and between William B. Schalow and Jeanie D. Schalow, Deborah A. Schalow, Cynthia A. Schalow, Stephanie M. Poppler and Rebecca A. Schalow ("Plaintiffs") and the City of Chaska ("City") (each is a "Party," and collectively they are the "Parties").

The Parties are parties to a civil action captioned *William B. Schalow and Jeanie D. Schalow, Deborah A. Schalow, Cynthia A. Schalow, Stephanie M. Poppler and Rebecca A. Schalow v. the City of Chaska*, Carver County Court File No. 10-cv-20-276 (the "Action"), relating to Plaintiffs' declaratory judgment, loss of use of easement and takings claims against the City related to property owned by the Plaintiffs legally described on the attached Exhibit A (the "Property").

The parties entered into a Stay of the Action in April of 2021 while they worked on a resolution of the matter. In January of 2021, the City started conversations with the Army Corps of Engineers regarding constructing the access to Plaintiffs Property. Since February of 2021, the City and the Army Corps of Engineers have been exchanging correspondence and plan sets regarding the construction of the access. To date, the Army Corps of Engineers has not given final approval to the construction plans for the access to Plaintiffs' Property. The Parties wish to resolve all Claims (defined below) between them in this Agreement.

For and in consideration of the mutual releases, covenants, and undertakings in this Agreement, and for other good and valuable consideration, which each Party acknowledges, the Parties incorporate the above Recitals and agree as follows:

1. Settlement Terms. The City and Plaintiffs agree to the following settlement terms:

- a. City will pay \$427,500.00 to the Plaintiffs, made payable to the Jaspers, Moriarty, & Wetherille Trust Account;
- b. Plaintiffs will transfer the ownership of the Property and access easement in question to the City via Quit Claim Deed from Plaintiffs to the City of Chaska with said deed to be drafted by counsel for the City and approved by counsel for the Plaintiffs; and
- c. Both parties waive their right to pursue any statutorily available fees or costs.

2. Mutual Release of Claims.

(a) Mutual Release. In consideration of the promises contained herein, the City and Plaintiffs, for themselves, their successors, assigns, owners, agents, officers, directors and anyone else acting on their behalf, release, waive, surrender, and forever discharge one another and their successors, assigns, owners, agents, officers and directors from all

claims, actions, causes of action, suits, debts, damages, liabilities, claims for attorneys' fees, costs, expenses, counterclaims, cross-claims, injunctive relief, declaratory relief, claims for contribution, claims for indemnity, claims for subrogation, claims on surety or other bonds, judgments, and demands, in law or equity, of whatever kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, apparent or concealed (collectively, "Claims"), which were asserted or could have been asserted in the Action.

3. Dismissal of Action with Prejudice. Upon execution of this Agreement, the Parties will execute and file a Stipulation for Dismissal with Prejudice and Order, dismissing the Action with prejudice, on the merits, and without fees or costs to any Party.

4. Non-Admission. The Parties agree nothing in this Agreement is an admission by any Party of any wrongdoing or violation of any law, and nothing in this Agreement shall be so construed by anyone. Each Party denies liability on every Claim that was or could have been asserted by any other Party.

5. Costs and Fees. Each Party shall bear its own respective costs and attorneys' fees.

6. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, servants, employees, officers, directors, principals, affiliated entities, shareholders, successors, insurers and assigns.

7. Entire Agreement and Severability. This Agreement contains the entire agreement regarding the subject matter of the Agreement and was jointly drafted by the Parties. Any ambiguity in this Agreement shall not be construed against any one of the Parties. Any modification or addition to this Agreement must be in writing and signed by each Party. If any part of this Agreement is invalid or cannot be enforced, such part will be deleted or modified so it is enforceable, and the other parts of this Agreement will remain in effect.

8. Choice of Law. The parties agree this Agreement is governed by the laws of the State of Minnesota without regard to conflicts of law principles, and any dispute about any aspect of this Agreement or its terms may be decided only in a court of competent jurisdiction in Minnesota.

9. Parties Represented by Counsel. Each Party was represented by counsel through the negotiations leading to the resolution embodied in this Agreement. Each Party has signed this Agreement as a free and voluntary act.

10. Execution. This Agreement may be signed in counterparts, all of which together shall constitute one Agreement, and copies of signatures delivered electronically or by facsimile shall be deemed the same as original signatures.

For Plaintiffs

10/07/24

Date

By: 
William B. Schalow

07/10/2024

Date

By: 
Jeanie D. Schalow

07/10/24

Date

By: 
Deborah A. Schalow

07/10/2024

Date

By: Cynthia A. Schalow
Cynthia A. Schalow

07/10/2024

Date

By: Stephanie M. Poppler
Stephanie M. Poppler

07/10/2024

Date

By: 
Rebecca A. Schalow

Date_____

For City of Chaska

By: _____
Mark Windschitl
Its: Mayor

Date_____

For City of Chaska

By: _____

Matt Podhradsky

Its: City Administrator

Exhibit "A"

Description of Property

Lots 1 and 2, Section 9, Township 115 North of Range 23 West, excepting that tract or parcel of land formerly deeded to the Hastings & Dakota Ry. Co., the same containing about seventy (70) acres, more or less, together with a cartway 20 feet wide as laid out by the Supervisors of Chaska Town;

Also the following: Commencing at a point in the Northeast Corner of Lot 3, Section 9, Township 115 North of Range 23 West; running thence South on the line between Lots 2 and 3, 18 chains and 90 links to the Minnesota River bank; thence West along said River bank 2 chains and 12 ½ links to a post; thence North Parallel with the first mentioned line to the North line of said Lot 3 to a post; thence East 2 chains and 12 ½ links to the place of beginning, containing 4.07 acres, excepting therefrom ¾ of an acre previously deeded as right of way to the H. & D. Ry. Co. containing 3 ¼ acres

July 10, 2019
11:13 AM



Page 18 of 19

2024 7 9 Release and Settlement Agreement-signing copy

Final Audit Report

2024-07-10

Created:	2024-07-10
By:	Kevin Wetherille (kwetherille@jmwlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsKr0ntAVjTV53YojNgdGr3OJWvCsLa7

"2024 7 9 Release and Settlement Agreement-signing copy" History

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2024-07-10 - 2:24:10 PM GMT
-  Document emailed to Deborah A. Schalow (daschalow@hotmail.com) for signature
2024-07-10 - 2:24:11 PM GMT
-  Document emailed to William B. Schalow (jeanieschalow816@gmail.com) for signature
2024-07-10 - 2:24:11 PM GMT
-  Document emailed to Cynthia A. Schalow (rcschalow@aol.com) for signature
2024-07-10 - 2:24:11 PM GMT
-  Document emailed to Rebecca A. Schalow (bschalow2@aol.com) for signature
2024-07-10 - 2:24:11 PM GMT
-  Document emailed to Jeanie D. Schalow (jeanieschalow816@gmail.com) for signature
2024-07-10 - 2:24:11 PM GMT
-  Email viewed by William B. Schalow (jeanieschalow816@gmail.com)
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-  Document e-signed by William B. Schalow (jeanieschalow816@gmail.com)
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2024-07-10 - 2:30:35 PM GMT

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2024-07-10 - 2:48:56 PM GMT

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2024-07-10 - 3:02:26 PM GMT

 Email viewed by Deborah A. Schalow (daschalow@hotmail.com)

2024-07-10 - 3:19:40 PM GMT

 Document e-signed by Deborah A. Schalow (daschalow@hotmail.com)

Signature Date: 2024-07-10 - 3:24:26 PM GMT - Time Source: server

 Document e-signed by Rebecca A. Schalow (bschalow2@aol.com)

Signature Date: 2024-07-10 - 8:08:01 PM GMT - Time Source: server

 Agreement completed.

2024-07-10 - 8:08:01 PM GMT

REQUEST FOR ACTION CHASKA CITY COUNCIL 8/5/2024

Subject: Approve Joint Powers Agreement for Carver County Minnesota River Bluffs Regional Trail – Chaska Connection

Prepared By: Matthew Clark, City Engineer

The Minnesota River Bluffs Regional Trail Project will complete a two-mile segment of new Carver County trail facility that connects a gap in the overall network through downtown Chaska from Athletic Park on the west and then connecting with the levee trail near Stoughton Avenue on the east. The project includes a 10-foot-wide paved trail with a new pedestrian bridge along with wayfinding, landscaping, and streetscape amenities to further support the downtown master plan. The City is the agency leading the design and delivery. The regional trail will be located within property owned by the Carver County Regional Rail Authority while providing key connections to the local trail system. Staff has coordinated with Carver County, MnDOT and Federal Aide on the final design.

Final agency approvals are now complete and bids are scheduled to be received August 8th. The new blacktop trail portion of the project is scheduled to be completed by fall. The new pedestrian bridge over East Creek, along with landscaping in downtown, may extend into spring of next year depending on weather and availability. The landscaping and screening replacement to accommodate the new trail along the Crystal Place Townhomes will be completed this fall. After the project is awarded, a detailed schedule will be shared on the project website (<https://www.chaskamn.gov/454/Construction-Projects>) that offers more information.

The project requires an agreement between the City and Carver County defining roles and responsibilities for ownership, maintenance and cost participation. The total costs for the project are estimated at approximately \$3.1M. A detailed breakdown of the cost share summary is attached to the staff report and included in the agreement. To summarize, the City was awarded in total \$1.55M of federal funds through the Metropolitan Council Regional Solicitation to apply towards constructing the new regional trail. The grant proceeds require a twenty percent match estimated at \$311K which will be shared proportionally between the City and County for the regional and local trail construction costs.

Carver County's share of the grant match is estimated at \$300K for constructing the new regional trail. After the use of grant proceeds, including the grant match Carver County's share is estimated to be \$1.5M. Carver County's expenditures include construction of the new trail, landscaping, right of way and professional services. All of the costs are estimated and will be adjusted based on the actual final project costs.

The City's share of the grant match is approximately \$11k for constructing the new local trail connection near Stoughton. After the use of grant proceeds, the City's share is estimated to be

\$400K. Elements the City is contributing towards are a new local trail connection, right of way, professional services, landscaping, and streetscapes including Kiosks and wayfinding. The City's share of the project costs have been incorporated into the 2024 Downtown Chaska Streetscape/Landscape/Irrigation Project presented to Council in February, 2024. Consistent with past downtown projects, the City's costs are proposed to be financed through assessments and reimbursed through the downtown street reconstruction project. The total assessment amounts will be established later this year and shared with the council for final approval.

It should be noted the trail is a Carver County Regional Trail. Once complete, the pedestrian tunnel improvements built with the TH 41 project and those included with the current project fall under Carver County's jurisdiction to own and maintain. Such items would include the blacktop trail, retaining walls, pedestrian tunnel, storm sewer lift station and landscaping within the regional rail corridor. The City will be responsible for owning and maintaining amenities complimenting the investments made in downtown such as lighting, wayfinding, city sidewalks and streetscape items within the rail corridor.

While the agreement is in draft form both City and County legal have reviewed and worked closely with staff to develop. Carver County has approved the draft agreement and staff is recommending the Council approve the agreement and authorize the administrator and mayor to execute subject to any significant changes.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2024-64 to Approve the draft Joint Powers Agreement for Construction, Operation, Maintenance, and Repair of Chaska Segment of Minnesota River Bluffs Regional Trail and authorize the Mayor and City Administrator to fully execute a final draft.

Attachments:
Funding Plan
Trail Funding Layout

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE: 8/05/2024 **RESOLUTION NO.:** 2024-64

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

**RESOLUTION APPROVING JOINT POWERS AGREEMENT
FOR THE
MINNESOTA RIVER BLUFFS REGIONAL TRAIL (CHASKA SEGMENT)**

WHEREAS, the City of Chaska, Minnesota (the “City”) and the Carver County Regional Railroad Authority (the “CCRRA”) previously entered into an Underpass and Recreational Trail Agreement dated March 21, 2023 (the “Phase 1 JPA”), pursuant to which the City constructed a segment of the Minnesota River Bluffs Regional Trail (“Regional Trail”) and an associated trail underpass at Minnesota State Highway 41 (collectively, the “Phase 1 Trail Project”); and

WHEREAS, the Phase 1 JPA anticipated the City would act as the lead governmental authority in the future to construct a second phase of the Regional Trail (the “Phase 2 Trail Project”); and

WHEREAS, pursuant to Resolution No. 2023-74 adopted on September 18, 2023, the City Council approved the acquisition of certain easement/fee title property interests to facilitate the Phase 2 Trail Project; and

WHEREAS, the City has secured federal and matching local funding for the Phase 2 Trail Project; and

WHEREAS, the City has further solicited bids for construction of the Phase 2 Trail Project in anticipation of a 2024/2025 construction schedule; and

WHEREAS, the Regional Trail project requires an agreement between the City, the CCRRA and Carver County defining roles and responsibilities for ownership, maintenance, and cost participation; and

WHEREAS, Minnesota Statutes § 471.59 provides two or more governmental units, by agreement entered into through action of their duly authorized governmental bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, City staff have negotiated a proposed Joint Powers Agreement for Construction, Operation, Maintenance, and Repair of Chaska Segment of Minnesota

River Bluffs Regional Trail, a copy of which is attached to this resolution as Exhibit A (the "Regional Trail JPA"); and

WHEREAS, the Regional Trail JPA addresses:

- Use permits granted by the City, the CCRRA, and Carver County to facilitate the Regional Trail;
- Construction of the Phase 2 Trail Project;
- Construction of a local trail connection at Stoughton Avenue;
- Federal and local matching funds used to pay for the Phase 2 Trail Project;
- Operation, maintenance and repair of the Regional Trail, including the underpass at Minnesota State Highway 41, after construction;
- Termination of the Phase 1 JPA;
- Related matters regarding the Regional Trail; and

WHEREAS, the City Council finds the form of the proposed Regional Trail JPA acceptable; and

WHEREAS, the City Council further finds it is in the best interests of the City and its residents to enter into the Regional Trail JPA; and

WHEREAS, pursuant to Minnesota Statutes §462.356, subd. 2, the City Council further finds the matters addressed by the Regional Trail JPA have no relationship to the City's comprehensive municipal plan and the City may dispense with the requirements of Minnesota Statutes §462.356, subd. 2, to the extent such requirements apply; and

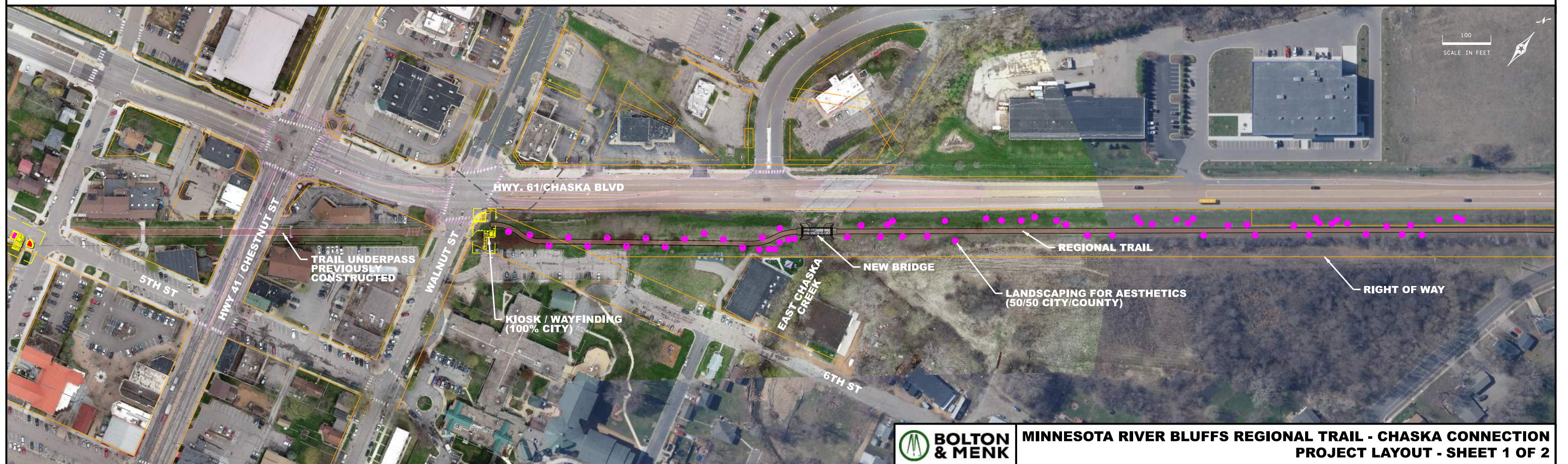
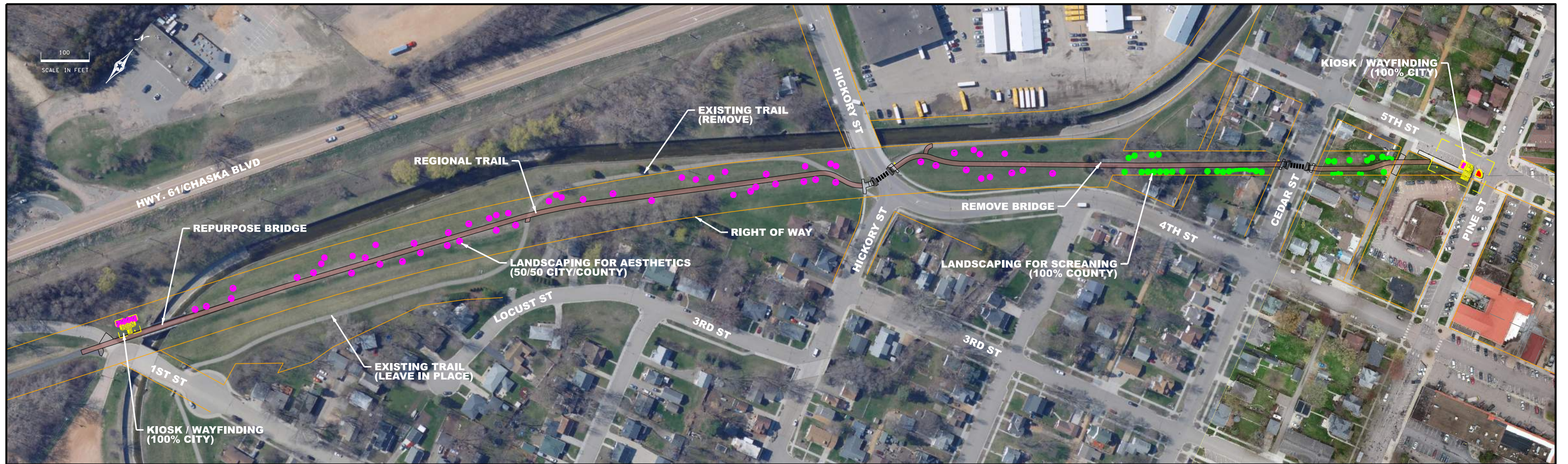
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHASKA, MINNESOTA:

1. The above recitals and findings are incorporated as resolutions of the City Council.
2. The form of the Regional Trail JPA as Exhibit A is approved, provided the City Administrator, the City Engineer, and the City Attorney are each authorized to make any revisions to the Regional Trail JPA on the City's behalf that they deem necessary or desirable without seeking further approval of the City Council.
4. The Mayor and City Administrator are authorized to execute and deliver, on behalf of the City, the Regional Trail JPA and any other documents they deem necessary or desirable to facilitate the transactions described in this resolution or the Regional Trail JPA. The execution of any document or instrument by such officers of the City shall be conclusive evidence of the approval of such document or instrument in accordance with the terms of this resolution.
5. The City Administrator and the City Engineer are each authorized to expend City funds to pay any costs allocated to the City under the Regional Trail JPA or incurred by the City to meet its obligations under the Regional Trail JPA including, but not limited to, local matching costs allocated to the City for the construction of the Phase 2 Trail Project.

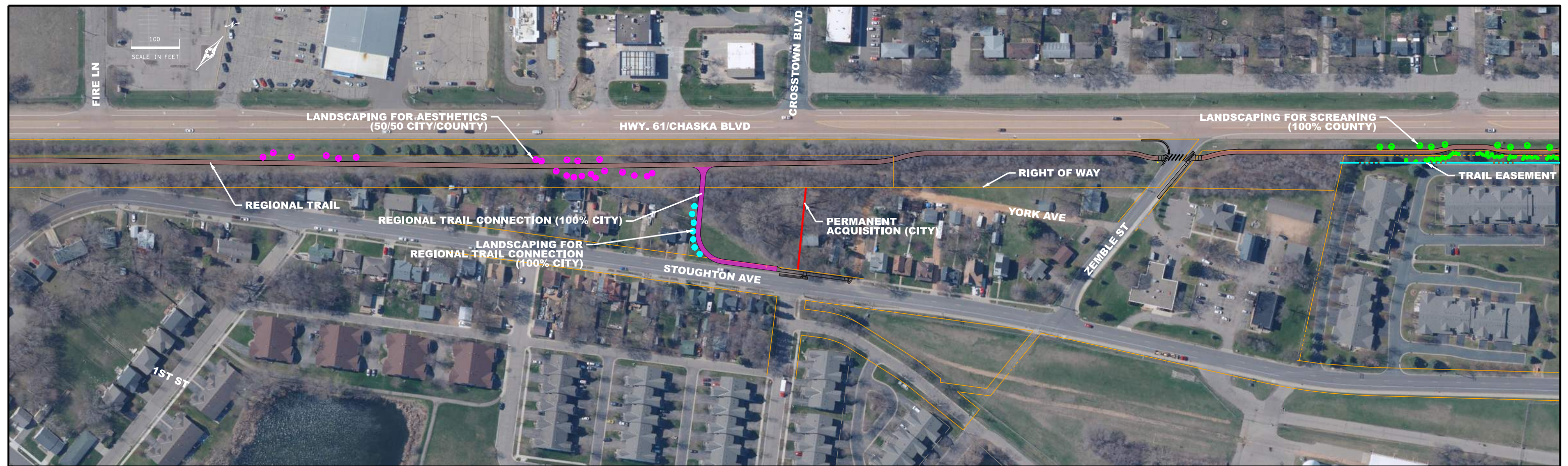
Passed and adopted by the City Council of the City of Chaska, Minnesota, this 5th day of August, 2024.

Mark Windschitl, Mayor

Attest: _____
Denise Beebe, Senior City Clerk



**MINNESOTA RIVER BLUFFS REGIONAL TRAIL - CHASKA CONNECTION
PROJECT LAYOUT - SHEET 1 OF 2**





MN River Bluffs Regional Trail Cost & Funding Summary August 1, 2024

Funding Source		Total Estimated Cost	Fedeal Funds (80%)	City of Chaska	Carver County	
				(requires 20% match)		
			Federal Grant = \$1,557,040 Federal Funds (80%) = \$1,245,632 Local Match (20%) = \$311,408		\$1,245,632	\$311,408
MN River Bluffs Regional Trail		Bridge	\$380,000	\$1,224,000	\$11,500	\$294,500
		Trail (Regional)	\$1,092,500			
		Trail (Local Trail Connection) (Federal)	\$57,500			
		Construction Costs (Federal Trail)		\$1,530,000	\$1,224,000	\$11,500
		Landscaping (Plantings - Screening) (100% County)	\$144,000			\$144,000
		Landscaping (Plantings - Aesthetics) (50/50 City/County)	\$158,000		\$79,000	\$79,000
		Streetscape (City Kiosk & Wayfinding Signage) (100% City)	\$134,000		\$134,000	
		Construction Costs (Landscaping/Streetscape)		\$436,000		\$213,000
		Easements (Regional Trail)	\$41,000			\$41,000
		Easements (Local Trail Connection)	\$59,300		\$59,300	
		Right-of-Way Services (50/50 City/County)	\$20,000		\$10,000	\$10,000
		Right of Way Costs		\$120,300		\$69,300
		Design Engineering (Regional Trail) (City Fixed \$4000, Remainder County)	\$500,600		\$4,000	\$496,600
		Design Engineering (Landscaping/Wayfinding) (50/50 City/County)	\$93,500		\$46,750	\$46,750
		Construction Administration (Split by % Construction) (89/11 City/County)	\$428,000		\$48,900	\$379,100
		Legal (50/50 City/County)	\$10,000		\$5,000	\$5,000
		Professional Services Costs (federal funds match)		\$1,032,100		\$104,650
	Total Project Cost		\$3,118,400	\$1,224,000	\$398,450	\$1,495,950

\\burnsville4\h\CHKA\0T4130153\3_Design\A_Calculations\Cost Estimate\2024-08-01 Chaska Regional Trail Cost & Funding Summary.xlsx]Summary

**JOINT POWERS AGREEMENT FOR
CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF
CHASKA SEGMENT OF MINNESOTA RIVER BLUFFS REGIONAL TRAIL**

THIS JOINT POWERS AGREEMENT FOR CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF CHASKA SEGMENT OF MINNESOTA RIVER BLUFFS REGIONAL TRAIL, (“Agreement”), is made and entered into by and between the Carver County Regional Railroad Authority, a political subdivision and municipal corporation organized pursuant to Minnesota Statutes Chapter 398A and County Board Resolution # 79-87, (“**CCRRA**”), the County of Carver, a political subdivision organized and existing under the laws of the State of Minnesota (“**COUNTY**”) and the City of Chaska, a political subdivision and municipal corporation organized and existing under the laws of the State of Minnesota, (“**CITY**”). The CCRRA, the COUNTY, and the CITY are each sometimes referred to hereinafter as a “**Party**,” and are all sometimes referred to hereinafter as “**Parties**.”

I. RECITALS

WHEREAS, the CCRRA has the authority to construct, install, operate, maintain, and repair a public trail, underpass, and related improvements for public outdoor recreational purposes on its real property pursuant to Minnesota Statute § 398A.04, Subd. 1(3); and

WHEREAS, the COUNTY has the authority to construct, install, operate, maintain, and repair a public trail, underpass, and related improvements for public outdoor recreational purposes on its real property pursuant to Minnesota Statute § 398.32; and

WHEREAS, the CITY has the authority to construct, install, operate, maintain, and repair a public trail, underpass, and related improvements, within the CITY for public outdoor recreational purposes pursuant to Minnesota Statute § 412.221 Subd. 6; and

WHEREAS, Minnesota Statutes, § 471.59 provides that two or more governmental units, by agreement entered into through action of their duly authorized governmental bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the CCRRA is the record owner of two parcels of vacant real property comprising 1.5 miles of a former railroad corridor from 1st Street West to York Street in Chaska, Carver County, Minnesota, and comprising that part of the parcel identified by Tax Parcel Identification Number 30.9990600 lying northeast of 1st Street West and all of the parcel identified by Tax Parcel Identification Number 30.9990500; and which is generally depicted in Exhibit A and legally described in Exhibit B, both attached hereto, and incorporated herein, “**CCRRA Property**”); and

WHEREAS, the CCRRA Property is encumbered, in part, by terms and conditions which run with the land, pursuant to the Decision and Certificate of Interim Trail Use or Abandonment served on April 1, 2008, by the Surface Transportation Board in STB Docket Number AB-33, (Sub-No. 255), as extended by decisions served on September 12, 2008, March 30, 2009, June 9, 2009, and September 2, 2010, copies which are attached as Exhibit C and incorporated herein (collectively, “**Terms and Conditions**”); and

WHEREAS, the Terms and Conditions, in part, require the CCRRA Property to be preserved for future transportation system purposes, which include but are not limited to use of the CCRRA Property for freight rail, a bus transit system, and a light rail transit system (“**Future Transportation Use**”); and

WHEREAS, the Terms and Conditions, in part, allow the CCRRA Property to be used in the interim for public trail use, which includes, but is not limited to, the use of the CCRRA Property as a public recreational pedestrian and bike trail, (“**Interim Recreational Trail Use**”); and

WHEREAS, the CCRRA Property also is encumbered, in part, by legally binding agreements with the private and public utilities, and licenses listed in Exhibit D, attached hereto, and incorporated herein, which run with the land and allow said utilities and licensees to cross over, under, across, upon, and through portions of the CCRRA Property designated therein, (“**Utility and License Agreements**”); and

WHEREAS, the COUNTY is the record owner of a parcel of real property located in Chaska, Carver County, Minnesota, which is identified by Tax Property Identification Number 30.0045600, and is depicted generally in Exhibit E and legally described in Exhibit F, both attached hereto, and incorporated herein, (“**County Property**”); and

WHEREAS, the CCRRA Property and the County Property are collectively referred to hereinafter as the “**CCRRA/County Property**”; and

WHEREAS, the CITY holds certain trail easement rights pursuant to a Trail, Light Rail and Landscaping Easement dated January 8, 1996, which was recorded January 16, 1996, as Document No. 189987 in the Office of the Recorder, Carver County, Minnesota, a copy of which is attached as Exhibit G, attached hereto, and incorporated herein, (the “**City Trail Easement**”), which easement area will also be used for the regional trail described in this Agreement (the “**City Trail Easement Area**”); and

WHEREAS, the CITY further holds certain trail easement rights pursuant to a Trail Easement dated January 31, 2024, which was recorded March 4, 2024, as Document No. T229149 in the Office of the Recorder/Registrar of Titles, Carver County, Minnesota, a copy of which is attached as Exhibit H, attached hereto, and incorporated herein, (the “**Crystal Village Easement**”) and such easement area (the “**Crystal Village Easement Area**”) will also be used for the regional trail described in this Agreement; and

WHEREAS, the City also is the record owner of a parcel of real property located in Chaska, Carver County, Minnesota, which is identified by Tax Property Identification Number [REDACTED], and is legally described in Exhibit I, attached hereto, and incorporated herein (the “**City Property**”); and

WHEREAS, a lift station exists in the northeasterly corner of the City Property at the location depicted with hatching as “Lift Station Permit Area” in Exhibit J, attached hereto and incorporate herein, (the “**Lift Station Permit Area**,” which lift station removes water from the adjacent underpass improvement on the CCRRA Property; and

WHEREAS, the City Trail Easement Area, the Crystal Village Easement Area, and the Lift Station Permit Area are collectively referred to hereinafter as the “**City Permit Areas**,” and

WHEREAS, the CCRRA Property, the County Property, and the City Permit Areas are collectively referred to hereinafter as the “**Property**,” and

WHEREAS, the COUNTY, the CITY, and the CCRRA collaborated to reconstruct, expand, and improve a portion of Minnesota State Highway 41, (“**TH41**”), and State Aid Highway 61, (“**CSAH 61**”), in downtown Chaska, Minnesota, according to the construction plans dated June 3, 2022, (“**Phase 1 Plans**”), as part of the first phase of the CITY’s Downtown Highway 41 Project, (“**Phase 1 Project**”); and

WHEREAS, regarding the Phase 1 Project, the CITY and the CCRRA entered into an Underpass and Recreational Trail Agreement dated March 21, 2023, (“**Phase 1 Trail Agreement**”), which allowed the CITY to construct a recreational trail, underpass, and make other related improvements on portions of the CCRRA Property according to the Phase 1 Plans, (“**Phase 1 Trail Improvements**”); and

WHEREAS, the Phase 1 Trail Agreement provided that after the CITY completed the construction of the Phase 1 Trail Improvements, the CITY and the CCRRA, or the CITY and the COUNTY, would enter into a subsequent agreement to assign the maintenance, operation, and repair obligations of said Phase 1 Trail Improvements to the CCRRA or the COUNTY; and

WHEREAS, the CITY, the CCRRA, and the COUNTY also desire to collaborate to reconstruct, extend, and improve a segment of the Minnesota River Bluffs Regional Trail located in Chaska, Carver County, Minnesota, according to the construction plans prepared by Bolton & Menk, MN Proj. No. TA 1024(150), dated June 20, 2024, (“**Phase 2 Plans**”), which will constitute phase 2 of the planned regional trail improvements (“**Phase 2 Trail Extension and Improvements**”); and

WHEREAS, the Phase 1 Trail Improvements and the Phase 2 Trail Extension and Improvements are collectively referred to hereinafter as the “**Regional Trail Improvements**,” and

WHEREAS, the Phase 1 Trail Agreement provided that after the CITY completed the construction of the Phase 1 Trail Improvements, the CITY and the CCRRA, or the CITY and the COUNTY, would enter into a separate agreement which would:

- A. Grant the CITY access to the CCRRA/County Property to construct a trail extension and related improvements to facilitate the Phase 2 Trail Extension and Improvements; and
- B. Allocate the costs of the construction of the Phase 2 Trail Extension and Improvements; and
- C. Assign the operation, maintenance, and repair obligations of the Regional Trail Improvements to the CCRRA or the COUNTY; and

WHEREAS, the Parties intend this Agreement to constitute such separate agreement;
and

WHEREAS, the Regional Trail Improvements will be operated and maintained by the CCRRA and the COUNTY as a “Destination Trail;” and

WHEREAS, the Parties desire to cooperate with one another to accomplish the purposes of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants of each Party to the other Parties as contained herein, and subject to the provisions of Minnesota Statutes §§ 398A.04, 412.221 Subd. 6, and 471.59, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby covenant and agree as follows.

II. AGREEMENT

2.1 Recitals. The Recitals set forth above are true and correct, and hereby are made part of this Agreement in their entirety by reference, as if fully set forth herein.

2.2 Purposes. The purposes of this Agreement are to:

- A. Define the responsibilities for the preparation of the plans and specifications for the Phase 2 Trail Extension and Improvements; acquisition of real property interests needed to construct, operate, maintain, repair, and use the Phase 2 Trail Extension and Improvements; letting and prosecution of the contract for the construction of the Phase 2 Trail Extension and Improvements; and
- B. Grant the CITY permission to enter onto and cross over, under, upon, and through the CCRRA/County Property for the purpose of constructing the Phase 2 Trail Extension and Improvements according to Phase 2 Plans; and
- C. Define and allocate the cost participation between the Parties for the construction of the Phase 2 Trail Extension and Improvements, and define timing of any payments; and
- D. Define and assign the ongoing maintenance, operation, and repair obligations for the Regional Trail Improvements; and
- E. Grant the CITY permission to enter onto, and cross over, under, upon, and through the CCRRA/County Property for the purpose of performing any other activity or activities on the CCRRA/County Property which are reasonably related to and necessary to satisfying any obligation of the CITY arising under this Agreement, or otherwise satisfying or necessary to further the purposes of this Agreement.
- F. Grant the CCRRA and the COUNTY permission to enter onto, and cross over, under, upon, and through the City Permit Areas for the purpose of performing any

activity or activities that are reasonably related to and necessary to satisfying any obligation of the CCRRA or the COUNTY arising under this Agreement, or otherwise satisfying or necessary to further the purposes of this Agreement.

- G. Permit the CCRRA to convey non-exclusive permanent transportation easements, each substantially in the form of Exhibit K, attached hereto and incorporated herein, (“**Permanent Transportation Easement**”), at any time in the future, to the COUNTY for the purpose of transferring any or all of the CCRRA’s operation, maintenance, repair, and cost obligations of the Regional Trail Improvements to the COUNTY.

The Parties understand and acknowledge that after the CCRRA conveys a Permanent Transportation Easement over various tracts of the CCRRA Property to the COUNTY, the COUNTY will use said acquisitions to apply for grant funding from the Metropolitan Council, a political subdivision under the Laws of the State of Minnesota, (“**Met. Council**”).

The Parties understand and acknowledge that COUNTY will use said funds it receives from Met. Council to pay the CCRRA for each conveyance of the Permanent Transportation Easement from the CCRRA to the COUNTY. In turn, the CCRRA will use a portion of said funds that it receives from the COUNTY to reimburse itself for CCRRA’s cost obligations under this Agreement.

The Parties further understand and acknowledge that since Met. Council allocates said funding to eligible applicants in limited amounts and on a schedule determined by Met. Council’s fiscal calendar running from July of one year to June 30th the following year, said funding schedule necessitates the conveyance by CCRRA in a Permanent Transportation Easement of smaller tracts of the CCRRA Property each year in each Permanent Transportation Easement to the COUNTY to maximize the total amount of funding that the COUNTY may receive from Met. Council.

2.3 Grant of Permanent Permits.

- A. The CCRRA hereby grants permanent and non-exclusive permission to the CITY, the CITY’s officials, employees, contractors, agents, and invitees to enter onto, cross over and under, through and to be upon the CCRRA Property subject to the Terms and Conditions, the Utility Agreements, and encumbrances of record created before the Effective Date, and subject to the terms of this Agreement, for the purposes stated in Section 2.3 C below (“**CCRRA Permits**”).
- B. The COUNTY hereby grants permanent and non-exclusive permission to the CITY and the CCRRA, and their officials, employees, contractors, agents, and invitees to enter onto, cross over and under, through and to be upon the County Property subject to encumbrances of record created before the Effective Date, and subject to the terms of this Agreement, for the purposes stated in Section 2.3 C below (“**County Permits**”).

- C. The CCRRA Permits and the County Permits authorize, permit, and allow the following:
- 1) Surveying, sampling, testing, conducting any inspection necessary for the construction of the Phase 2 Trail Extension and Improvements according to the Phase 2 Plans, and any amendments thereto as approved in writing by the County Engineer, or his designee; and
 - 2) Constructing the Phase 2 Trail Extension and Improvements according to the Phase 2 Plans, and any amendments thereto, as approved in writing by the County Engineer, or his designee; and
 - 3) Performing the operation, maintenance, and repair obligations assigned to the CITY under this Agreement; and
 - 4) Performing any other activities reasonably related to and reasonably necessary for the CITY to satisfy any other right or obligation of the CITY under this Agreement, or otherwise reasonably related to the purposes of this Agreement.
- D. The CITY hereby grants permanent and non-exclusive permission to the CCRRA and its officials, employees, contractors, agents, and invitees to enter onto, cross over and under, through and to be upon the City Permit Areas subject to the terms of the easement documents creating the City Permit Areas, subject to all encumbrances of record created before the Effective Date, and subject to the terms of this Agreement, for the following purposes:
- 1) Performing the operation, maintenance, and repair obligations assigned to the CCRRA under this Agreement; and
 - 2) Performing any other activities reasonably related to and reasonably necessary for the CCRRA to satisfy any other right or obligation of the CCRRA under this Agreement, or otherwise reasonably related to the purposes of this Agreement.

2.4 No Conveyance of Real Property Rights. The Parties understand, acknowledge, and agree that:

- A. This Agreement is not intended to, nor does this Agreement convey any real property rights from one Party to another Party whatsoever over, under, across, upon, and through any portion of the CCRRA/County Property or the City Permit Areas.
- B. The CCRRA shall remain the sole record owner of the CCRRA Property until this Agreement is terminated, or unless and until the CCRRA is required to surrender the CCRRA Property to a third-party for a superior Future Transportation Use.
- C. The CCRRA retains the right to encumber and use the CCRRA Property in the future including, but not limited to, the right of the CCRRA to grant non-exclusive Permanent Transportation Easements in phases and over several years

to the COUNTY, provided that any such encumbrance granted by the CCRRA or use of the CCRRA Property in the future shall be subordinate to the CCRRA Permits and County Permits granted to the CITY and shall not unreasonably interfere with the CITY's exercise of its rights or fulfilling of its obligations under this Agreement. Further, in each instance that the CCRRA grants a Permanent Transportation Easement to the COUNTY, the CCRRA and the COUNTY shall use the form of easement attached as Exhibit K, which is attached hereto and incorporated herein.

- D. The COUNTY retains the right to encumber and use the County Property in the future, provided that any such encumbrance granted by the COUNTY or use of the County Property in the future shall be subordinate to the County Permits granted to the CCRRA and the CITY and shall not unreasonably interfere with such Parties exercising their rights or fulfilling their obligations under this Agreement.
- E. The CITY retains the right to encumber and use the City Permit Areas in the future, provided that any such encumbrance granted by the CITY or use of the City Permit Areas in the future shall be subordinate to the City Permits granted to the CCRRA and shall not unreasonably interfere with the CCRRA exercising its rights or fulfilling its obligations under this Agreement.
- F. This Agreement does not grant the CCRRA or the COUNTY any property, use, or other rights regarding the Stoughton Avenue trail connection or the parcel of property on which it is located.

2.5 CITY's Phase 2 Construction Obligations. Subject to the timely reimbursement of Project Costs by the COUNTY/CCRRA to the CITY, the CITY shall:

- A. Be the lead agency and shall be solely responsible for the design and engineering of the initial construction of the Phase 2 Trail Extension and Improvements including, but not limited to, conducting needed field surveys, samplings, and inspections; and
- B. Obtain the written approval of the Phase 2 Plans, and any amendments thereto, from the County Engineer, or his designee; and
- C. Obtain all permits and approvals necessary for the initial construction of the Phase 2 Trail Extension and Improvements; and
- D. Be solely responsible for providing the construction engineering services, including surveying, construction, sampling, testing, documentation, and record drawings associated with the initial construction of the Phase 2 Trail Extension and Improvements; and
- E. Construct all trail bridges and crossings including, without limitation, trail under or over passes, deemed necessary by the CITY, in its judgment, to provide for access to the Phase 2 Trail Extension and Improvements; and

- F. Assist the CCRRA with any work and documentation needed to satisfy Met. Council requests and audits related to the initial construction of the Phase 2 Trail Extension and Improvements; and
- G. Prepare the bidding documents, advertise for the solicitation of bids, and award the contract for the initial construction of the Phase 2 Trail and Improvements; and
- H. Keep construction records for the initial construction of the Phase 2 Trail and Improvements in accordance with the CITY's standard practice; and
- I. Substantially complete the initial construction of the Phase 2 Trail Extension and Improvements according to the Phase 2 Plans, and any amendments thereto approved in writing by the County Engineer, or his designee, no later than December 31, 2025, ("**Completion Date**"), unless circumstances beyond the reasonable control of the CITY delay the completion of said improvements, ("**Uncontrollable Circumstances.**"); and
- J. In the event of Uncontrollable Circumstance, the CITY shall endeavor to substantially complete the initial construction of the Phase 2 Trail Extension and Improvements as soon as reasonably possible after the Uncontrollable Circumstances abate, ("**Completion Extension Date**"); and
- K. Provide the County Engineer, or his designee, with inspection, surveying, sampling, testing, construction documentation, and record drawings related to the initial construction of the Phase 2 Trail and Improvements; and
- L. Require contractors to locate and protect all underground and aboveground utilities during the initial construction of the Phase 2 Trail Extension and Improvements.

2.6 CITY's Phase 2 Construction Rights.

- A. The CITY shall award the contract for the construction of the Phase 2 Trail Extension and Improvements to the lowest responsible bidder ("**Contractor**") in compliance with Minnesota law.
- B. The CITY, and the CITY's officials, employees, Contractor, subcontractors, agents, and invitees, ("**CITY's Parties**"), shall have the right to enter onto, cross over, under, upon, and through, and to use the CCRRA/County Property for:
 - 1) Temporarily placing supplies, material, and equipment on the CCRRA/County Property during the surveying, sampling, testing, inspection, and construction of the Phase 2 Trail Extension and Improvements according to the Phase 2 Plans, and any amendments thereto as approved in writing by the County Engineer, or his designee; and

- 2) Constructing the Phase 2 Trail Extension and Improvements according to the Phase 2 Plans, and any amendments thereto as approved in writing by the County Engineer, or his designee.

2.7 Acceptance of Improvements; Warranties; Post Construction Prohibitions

- A. **Acceptance - Phase 1 Trail Improvements.** The CCRRA acknowledges it accepted the Phase 1 Trail Improvements on [REDACTED], 2024.
- B. **Acceptance - Phase 2 Extension and Trail Improvements.** When the CITY has substantially completed the Phase 2 Extension and Improvements, it shall provide written notice of substantial completion to the County Engineer, or his designee. Within thirty (30) days after the day such notice is given, representatives of the CITY and the COUNTY shall meet on the Property to inspect the Phase 2 Extension and Improvements and prepare a punch list of items requiring completion or correction. Thereafter the CITY shall cause the Contractor to promptly complete or correct the punch list items, as applicable. When all punch list items have been addressed, the CITY shall give the County Engineer, or his designee, notice of final completion. Within thirty (30) days after the day such notice is given, representatives of the CITY and the COUNTY shall meet on the Property to inspect the punch list items. Provided all punch list items have been addressed in a manner meeting the CCRRA's approval, the CCRRA shall accept the Phase 2 Extension and Improvements within thirty (30) days. If during the final inspection the Parties determine any punch list item has not been completed or corrected, the above completion/correction, notice, and the thirty (30) day review process shall repeat until the CCRRA has accepted the Phase 2 Extension and Improvements. In each instance where the CCRRA's approval or acceptance is required, such approval or acceptance shall not be unreasonably withheld, conditioned or delayed.
- C. **Warranties.** If the CCRRA discovers any defect in workmanship or materials regarding the construction of the Regional Trail Improvements that may be covered by a third-party warranty, the CCRRA shall give the CITY written notice of the item and the CITY shall take reasonable steps to determine if the item is covered by a warranty and, if so, prosecute the warranty claim on behalf of the CCRRA. Likewise, if any trees, shrubs, or other plants installed as part of the Regional Trail Improvements die within an applicable replacement warranty period, the CITY shall, upon the CCRRA's request, prosecute any replacement warranty claim.
- D. **Post Construction Prohibitions.**
 - 1) Excepting warranty work, after the CCRRA accepts the Phase 1 Trail Improvements and the Phase 2 Trail Extension and Improvements, the CITY shall not construct any new fences, retaining walls, buildings, obstructions, or any other improvements, perform tillage, plant new trees, place new signage, or hinder in any way the flow of surface water within or upon the

CCRRA/County Property without first obtaining the written approval of the County Engineer, or his designee.

- 2) Excepting warranty work, after the CCRRA accepts the Phase 1 Trail Improvements and the Phase 2 Trail Extension and Improvements, the CITY may not make any modifications to the slopes, out-slopes, ditch configurations, utilities or other modifications or improvements made or placed by the CITY or others within the CCRRA/County Property without first obtaining the written approval of the County Engineer, or his designee. The prohibitions contained in this paragraph shall not, however, apply to warranty work.

2.8 CITY's Operation, Maintenance, and Repair Obligations.

- A. **City Improvements.** For purposes of this Agreement, the "City Improvements" are the following:
 - 1) Kiosks, associated waste/recycling receptacles, if any, and trail wayfinding signage, benches, bike racks, and decorative bollards/columns located on the Property;
 - 2) Lighting fixtures and security cameras serving the TH41 trail underpass structure on the Property; and
 - 3) Concrete sidewalks located immediately outside of the TH41 trail underpass structure on the Property.
- B. **CITY Obligations.** The CITY shall work cooperatively and in good faith with the CCRRA and shall perform the following at the CITY's expense:
 - 1) Inspect the City Improvements on a periodic basis during the active recreation season, and in response to storm damage, vandalism, or as otherwise needed due to any unplanned circumstance;
 - 2) Ensure the City Improvements are operated, modified, repaired, or replaced when reasonably necessary to ensure a safe and usable condition;
 - 3) Keep the City Improvements clean and free of graffiti, garbage, trash, litter, and vegetation;
 - 4) Empty waste/recycling receptacles, if any, serving the City Improvements, as needed; and
 - 5) Provide electricity for the lighting and security cameras serving the TH41 trail underpass structure.

2.9 CCRRA's Operation, Maintenance, and Repair Obligations.

- A. **CCRRA Improvements.** For purposes of this Agreement, the “CCRRA Improvements” are the Regional Trail Improvements and any other improvements on the Property, excluding the City Improvements. Further, references in this Section 2.9 to the “TH41 Underpass” mean the trail underpass at TH41, the associated TH41 bridge (Bridge No. 10X23), the drainage and lift station improvements serving the regional trail and underpass at TH41, the retaining walls and supporting structures for the underpass, trail, and bridge, and all other associated improvements, excepting only lighting and security cameras. Whenever the CCRRA is required to “periodically” inspect something pursuant to this Section 2.9, the CCRRA shall determine the applicable frequency of inspection, which shall be reasonable.
- B. **CCRRA Obligations.** The CCRRA shall work cooperatively and in good faith with the CITY, and shall perform the following at the CCRRA's expense:
- 1) Inspect the surface condition of the regional trail on the Property periodically and in response to storm damage, vandalism, or as otherwise needed due to any unplanned circumstance;
 - 2) Inspect the condition of the TH41 Underpass periodically and in response to storm damage, vandalism, or as otherwise needed due to any unplanned circumstance;
 - 3) Repair and replace, as necessary, the surface of the regional trail by crack sealing, patching, seal coating, applying an overlay, and reconstruction to ensure a safe and usable condition;
 - 4) Perform major maintenance of the TH41 Underpass including all structural related maintenance, painting, overlays, rehabilitation of the bridge, and structurally supported signing on the bridge compliant with the American with Disabilities Act, as amended (“ADA”);
 - 5) Perform minor maintenance of the TH41 Underpass including replacement of head wall architectural surface finish and concrete texture, and any other maintenance activities necessary to perpetuate the pedestrian trail underpass in a safe, usable, aesthetically acceptable, and ADA compliant condition (including maintenance, repair and replacement of the ornamental metal railing along retaining wall located between Pine Street and Walnut Street);
 - 6) Keep the CCRRA Improvements clean and free of graffiti (including graffiti removal for retaining walls), with graffiti being removed within a reasonable amount of time;
 - 7) Keep the CCRRA Improvements clean and free of, garbage, trash, litter, and vegetation;

- 8) Ensure the lift station and drainage facilities serving the TH41 Underpass are operated, modified, repaired, and replaced when reasonably necessary to ensure removal of storm water and a safe and useable condition;
 - 9) Ensure that all CCRRA Improvements are operated, modified, repaired, and replaced when reasonably necessary to ensure a safe and usable condition;
 - 10) Inspect the condition of landscaping on the Property periodically and in response to storm damage, vandalism, or as otherwise needed due to any unplanned circumstance;
 - 11) After any applicable warranty period for replacement expires, maintain and replace, as necessary, all trees, shrubs, and other landscaping for screening on the Property installed for screening purposes;
 - 12) Sweep the surface of the regional trail as needed, and in response to storm damage, vandalism, or any other unplanned circumstance to ensure a safe and usable condition;
 - 13) Inspect all traffic control signage placed along the regional trail periodically and repair or replace that signage as needed to ensure a safe and usable condition; and
 - 14) Inspect the sight line of the regional trail periodically and perform any sight line trimming of overhanging trees and brushes thereon, as needed, to ensure a safe and usable condition.
- C. **Mowing.** The CCRRA shall mow the Property one mower deck wide on each side of the regional trail every other week, weather conditions permitting. In addition, the CITY may, at its sole option and expense, mow areas of the Property the CCRRA does not mow. The CITY may commence and terminate CITY mowing, from time to time, as the CITY determines appropriate.
- D. **Snow Removal.** As of the Effective Date of this Agreement, the CITY and the COUNTY have an existing contract pursuant to which the COUNTY compensates the CITY to remove snow from COUNTY trails within the CITY's corporate limits. The Parties agree such snow removal contract will apply to the regional trail on the Property. If the snow removal contract terminates in the future, the CCRRA and the CITY shall negotiate, in good faith, a new agreement for regional trail snow removal.
- E. **Future Landscaping.** The Parties acknowledge the CCRRA's ongoing obligation to maintain landscaping pursuant to Section 2.9, B, 9) above is limited to landscaping installed for screening purposes. The CITY may, from time to time, request permission from the CCRRA to install additional landscaping on the Property at the CITY's expense. In each instance, the CITY shall submit proposed landscaping plans to the County Engineer for prior approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The CITY shall maintain

any landscaping installed pursuant to this section. To the extent the CITY no longer desires to maintain landscaping installed pursuant to this section, the CITY shall remove it, at the CITY's expense.

- F. **State of Minnesota Bridge Inspections.** Pursuant to the State of Minnesota Department of Transportation and City of Chaska Cooperative Construction Agreement No. 1050525, the State of Minnesota will periodically inspect the TH41 Underpass bridge and invoice the CITY for the entire cost of such inspections, plus administrative costs. Each time such an inspection occurs, the CITY shall promptly provide the CCRRA with the state's inspection report and associated invoice. Upon receipt of each such report and invoice, the CCRRA shall reimburse the City for the invoiced cost within thirty-five (35) business days and promptly address all action items described in the state's report.
- G. **Stoughton Avenue Trail Connection.** The parties acknowledge the local trail connection at Stoughton Avenue is not located on the Property (except for a small segment where it connects to the regional trail). Although it will be constructed as part of the Phase 2 Extension and Improvements, once constructed it will not be governed by this Agreement.

2.10 Approvals and Consents. The CCRRA and the County Engineer, or his designee, may not unreasonably withhold, condition, or delay any consent or approval required herein. Whenever this Agreement requires the review, approval, or consent of the County Engineer, the County Engineer shall review matters on behalf of both the CCRRA and the COUNTY and any approval or consent granted shall bind both parties. When written approval or consent is required, such approval or consent may be granted via paper or electronically (e.g., email).

2.11 Cost Allocations and Payment/Reimbursement.

- A. **Federal Funds.** The Parties anticipate federal funds will be received to pay eighty percent (80%) of the estimated cost to construct the Phase 2 Extension and Improvements ("**Federal Funds**").
- B. **Matching Funds.** The Parties, collectively, must provide matching funds to cover the balance of the estimated construction cost for the Phase 2 Extension and Improvements, to pay for any construction cost overage, and to pay related project expenses (the "**Local Obligation**").
- C. **Allocation of Local Obligation.** The Local Obligation shall be allocated between the Parties as follows:
- 1) Design engineering for the regional trail and the Stoughton Avenue trail connection (no Federal Funds used):
 - The CITY shall pay a fixed fee of \$4,000; and
 - The COUNTY/CCRRA shall pay 100% of all remaining costs.

- 2) Design engineering for landscaping, kiosks, and wayfinding signage (no Federal Funds used):
 - The CITY shall pay 50%; and
 - The COUNTY/CCRRA shall pay 50%.
- 3) Construction Administration (no Federal Funds used):
 - The CITY shall pay 11%; and
 - The COUNTY/CCRRA shall pay 89%.
- 4) Consultant and legal costs for right-of-way acquisition (no Federal Funds used):
 - The CITY shall pay 50%; and
 - The COUNTY/CCRRA shall pay 50%.
- 5) Easements for regional trail (no Federal Funds used):
 - The CITY shall pay 0%; and
 - The COUNTY/CCRRA shall pay 100%.
- 6) Fee title acquisition for Stoughton Avenue trail connection (no Federal Funds used):
 - The CITY shall pay 100%; and
 - The COUNTY/CCRRA shall pay 0%.
- 7) Construction costs for regional trail (Federal Funds used):
 - The CITY shall pay 0%; and
 - The COUNTY/CCRRA shall pay 100% of the construction cost not covered by Federal Funds.
- 8) Construction costs for the Stoughton Avenue trail connection (Federal Funds used):
 - The CITY shall pay 100% of the construction cost not covered by Federal Funds; and
 - The COUNTY/CCRRA shall pay 0%.
- 9) Construction costs for regional trail screening landscaping (no Federal Funds used):
 - The CITY shall pay 0%; and
 - The COUNTY/CCRRA shall pay 100%.
- 10) Construction costs for regional trail aesthetics landscaping (no Federal Funds used):
 - The CITY shall pay 50%; and
 - The CCRRA shall pay 50%.
- 11) Construction costs for Stoughton Avenue trail connection landscaping (no Federal Funds used):

- The CITY shall pay 100%; and
- The CCRRA shall pay 0%.

Applicable cost allocation percentages are depicted in the Cost Allocation Diagrams attached as Exhibit L. Further, a summary of estimated Project Costs is attached hereto as Exhibit M, which is incorporated herein. The Parties acknowledge the Project Costs may be less or more than the estimated costs reflected in Exhibit M.

D. Payment and Reimbursement.

- 1) Upon execution of this Agreement, the CITY may immediately invoice the CCRRA for all design engineering, right-of-way consulting services, and right-of-way legal services previously incurred by the CITY.
- 2) After the CITY awards the construction contract for the Phase 2 Trail Extension and Improvements to the Contractor, the CITY shall invoice the CCRRA for ninety-five percent (95%) of the CCRRA's estimated share of the Project Costs, ("Deposit"), to assist in cash flowing the construction of the Phase 2 Trail Extension and Improvements. Any amounts previously paid pursuant to Section 2.11, A, 1) above shall be credited towards the Deposit amount. The CITY shall use the Deposit to pay the CCRRA's share of the construction costs until the Deposit is exhausted, at which point the CITY shall invoice the CCRRA for its share of Project Costs as they are incurred. To the extent the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice.
- 3) Using the Deposit and CITY funds, the CITY shall make partial progress payments to the Contractor and, upon approval of the CITY and the County Engineer, or his designee, the final payment to the Contractor in accordance with the Contract Documents.
- 4) The County Engineer, or his designee, shall have the right to approve any change orders prepared by the CITY that affect the CCRRA's share of the Project Costs.
- 5) The CCRRA shall reimburse the CITY for all the Project Costs within thirty-five (35) business days of receipt of an invoice unless the CCRRA objects to an invoice. If the CCRRA objects to an invoice, then the CCRRA must pay within thirty-five (35) business days of receipt of said invoice, that portion of the invoice to which the CCRRA does not object, and the Parties shall work together in good faith to resolve any amount objected to within thirty (30) days. If the parties cannot resolve the amount objected to within (30) days, the CITY shall have all rights available at law or in equity to collect such amount.

Under no circumstance, however, shall the CCRRA object to the CITY's invoice for the Deposit.

- 6) Upon final completion of the construction of the Phase 2 Trail Extension and Improvements by the CITY, and acceptance of said work by the CCRRA, the CCRRA shall reimburse the CITY, within thirty-five (35) business days of Completion Date for any balance due for the CCRRA's share of the Project Costs. If the CCRRA has overpaid its share of the final Project Costs, then the CITY shall reimburse the CCRRA within thirty-five (35) business days of Completion Date for any overpayment by the CCRRA of the CCRRA's share of the Project Costs.

2.12 No Motorized Traffic. The Parties agree motorized traffic shall not be allowed on the regional trail, excepting: i) street/road crossings; ii) as allowed by applicable CITY and COUNTY Ordinances; and iii) for maintenance, emergency, and law enforcement purposes.

2.13 Nuisance, Waste. The CITY shall not allow the existence of any nuisance or any waste to occur regarding the City Improvements and the CCRRA shall not allow any nuisance or any waste to occur regarding the CCRRA Improvements.

2.14 Signage. Any signs in addition to those identified in the Phase 1 Plans and Phase 2 Plans that the CITY desires to install within the CCRRA/County Property must be approved by the County Engineer, or his designee, in writing before the installation of the signs.

2.15 Environmental Concerns.

- A. No Party shall create any condition on the Property that could present a threat to human health or to the environment.
- B. The CITY made inspections, tests, audits, or reviews of the physical condition of the Property including without limitation, soil tests, soil borings, surveys, environmental audits, and other tests of the Property and has determined in its sole and independent discretion that the CITY can construct the Phase 2 Trail Extension and Improvements on the Property. To the extent the CITY is required to remove Contamination (as defined below) from the Property or remediate Contamination on the Property to facilitate the construction of the Phase 2 Trail Extension and Improvements, the cost of such removal or remediation shall be included as part of the Project Costs.
- C. The CITY shall bear the expense of all practices or work, investigative, preventative, or remedial, which may be required because of any Contamination of the Property introduced by the CITY, the CITY's officials, employees, contractors, agents, or invitees that adversely affects the Property or any other lands adjacent to the Property.
- D. The CCRRA shall bear the expense of all practices or work, investigative, preventative, or remedial, which may be required because of any Contamination of the Property introduced by the CCRRA, the CCRRA's officials, employees,

contractors, agents, or invitees that adversely affects the Property or any other lands adjacent to the Property.

- E. The COUNTY shall bear the expense of all practices or work, investigative, preventative, or remedial, which may be required because of any Contamination of the Property caused by the COUNTY, the COUNTY's officials, employees, contractors, agents, or invitees that adversely affects the Property or any other lands adjacent to the Property.

2.16 Condition of Property.

- A. Each Party affirmatively represents by entering into this Agreement that such Party has had a sufficient opportunity to inspect the Property.
- B. Each Party covenants and agrees to not sue the other Parties or their elected officials, employees, agents or any person acting on their behalf for any claims or costs arising from or relating to any Contamination present or alleged to be present within any portion of the Property owned by such Party at any time prior to the Effective Date of this Agreement, excepting only any claims or costs arising from or relating to a failure of a Party to disclose a material fact related to Contamination of which the Party was aware prior to the Effective Date, and provided that said material fact adversely and significantly affected the other Party's intended use and enjoyment of the Property under this Agreement.

For purposes of this Agreement, the following definitions apply:

"Claim" means any administrative, regulatory, or judicial action or cause of action, lawsuit, liability, judgment, penalty, damages, directive, or claim.

"Contamination" means the presence at or within any environmental media of any Substance, other than a substance which is entirely containerized or beneficially used.

"Substance" means any substance the exposure or access to, or the manufacture, generation, use, transportation, abandonment, treatment, storage, disposal, or release thereof, that is now or hereafter prohibited, limited or regulated by any law or governmental unit.

2.17 Compliance with Ordinances, Rules and Regulations, and Laws.

- A. Each Party shall take all reasonable steps to comply with and enforce all of the ordinances, rules and regulations, and laws of local, municipal, state, and federal governmental agencies, as they apply to the use of the Property.
- B. The CITY may enforce its ordinances on the Property, as they apply to third parties.
- C. The CITY shall take all reasonable steps to comply with all of the rules and regulations which the CCRRA has promulgated, and may promulgate after the Effective Date, provided the COUNTY has a reasonable basis for said rules and

regulations, and provided said rules and regulations are genuinely and reasonably related to the CCRRA's obligations under the Terms and Conditions.

2.18 Liens and Encumbrances. No Party shall permit any liens or encumbrances to be established or remain against the Property with respect to work performed at such Party's request or on its behalf. Notwithstanding the preceding sentence, a Party may contest the validity any lien or demand purporting to be for labor or material furnished or to be furnished at the request of such Party or any of its contractors if the demand for payment underlying the lien is, in the Party's discretion, not justified and meriting payment.

2.19 Notices. Any notice or demand, which may or must be given or made by a Party to another Party under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent by certified mail or delivered in person to the other Parties as follows:

Carver County Regional Railroad Authority
Martin Walsh, or his successor
Parks and Recreation Director
11360 Hwy 212
Cologne, MN 55322

Carver County
Martin Walsh, or his successor
Parks and Recreation Director
11360 Hwy 212
Cologne, MN 55322

The City of Chaska
Matt Clark, or his successor
City of Chaska Engineer
One City Hall Plaza
Chaska, MN 55318

2.20 No Third-Party Beneficiaries. This Agreement does not, and is not intended to, create Third-Party beneficiary rights.

2.21 Existing Rights of Others.

- A. Each Party acknowledges the CCRRA Property is encumbered by the Terms and Conditions and the Utility Agreements.
- B. Each Party acknowledges the Property may be encumbered by other pre-existing rights for roadways, easements, leases, and permits.
- C. Each Party's execution of this Agreement shall represent such Party's acknowledgement and agreement that the:

- 1) The other Parties have not made any written or oral representation or warranty of any kind with respect to the Property, including, but not limited to, an express or implied warranty of title; and
- 2) The Party has not relied upon any written or oral representation or warranty of any kind with respect to the Property made by the Parties, their officials, employees, or agents with respect to the condition of the Property; and
- 3) The Party has had adequate time to inspect the Property, and is relying solely on such inspection, and testing, if any.

2.22 Indemnification.

- A. The Parties' total liability under this Agreement shall be governed by Minnesota Statutes, § 471.59, Subdivision 1a.
- B. Each Party shall be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of any other Party and the results thereof. For purposes of determining total liability for damages, the participating governmental units shall be considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statutes, § 466.04, Subdivision 1.
- C. Each Party shall defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of, or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.
- D. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, § 471.59, Subdivision 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- E. The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

2.23 CITY's Contractor's Insurance.

- A. During the period of construction of the Phase 2 Extension and Improvements,

and to protect itself and the CCRRA under the indemnification provisions contained in this Agreement, the CITY shall cause the Contractor for the Phase 2 Trail Extension and Improvements to purchase and maintain insurance mutually acceptable to the CCRRA and the CITY, in full force at all times until the Completion Date. The CITY shall be the sole responsibility to determine the need for and to procure additional coverage. The cost of such insurance shall be included as part of the Project Costs.

- B. Prior to the start of construction on the Phase 2 Trail Extension and Improvements, the Contractor shall furnish to the CCRRA an original Certificate of Insurance memorializing the insurance approved by the CCRRA and listing the CCRRA and the COUNTY as "**Additional Insureds**" for all coverage areas, excepting Worker's Compensation and Professional Liability.
- C. The Certificates of Insurance shall provide that the insurance company shall endeavor to give the CCRRA thirty (30) days' written notice of cancellation, non-renewal, or any material change in any described policies.
- D. All insurance policies required under this Agreement shall be open to inspection by the CCRRA.
- E. The CITY shall submit copies of all insurance policies required under this Agreement to the CCRRA upon request.

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

2.24 [Intentionally deleted.]

2.25 Authority. The CCRRA, the COUNTY, and the CITY each have the right and authority to enter into this Agreement. If the CITY performs the respective terms hereof to be performed by the CITY, then during the Term of this Agreement, the CITY shall be entitled to use of the Property subject to the terms and conditions of this Agreement. If the CCRRA performs the respective terms hereof to be performed by the CCRRA, then during the Term of this Agreement, the CCRRA shall be entitled to use of the Property subject to the terms and conditions of this Agreement.

2.26 Waiver. No receipt of money by a Party after any default by another Party or after the Termination Date or after the service of any notice or after the commencement of any lawsuit or after final judgment for possession of the Property, shall waive such default, or reinstate, continue, or extend the Term of this Agreement, or affect any such notice or lawsuit, as the case may be. No waiver of any default of a Party shall be implied from omission by the other Party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

2.27 Effective Date. This Agreement shall become effective following approval of the Parties and the signature of officials of the CCRRA, the COUNTY Board, and the CITY Council with authority to bind each Party, ("**Effective Date**").

2.28 Term of Agreement.

- A. The CITY and the COUNTY understand, acknowledge, and agree that the CCRRA Property was acquired by the CCRRA subject to the Terms and Conditions, which allows the Property, in part, to be used for Future Transportation Use under certain circumstance, and that the CCRRA Property may be used for Interim Recreational Trail Use only until the Property is needed for a Future Transportation Use, if ever.
- B. The CITY, the COUNTY, and the CCRRAA understand, acknowledge, and agree that because of the possibility of Future Transportation Use, the uses granted pursuant to Section 2.3 of this Agreement may terminate if Future Transportation Use occurs.
- C. The term of this Agreement shall commence on the Effective Date and continue perpetually until terminated in accordance with the section immediately below.

2.29 Termination.

- A. The CCRRA may terminate this Agreement by providing 365 days' prior written notice to the CITY and the COUNTY if the CCRRA is required to surrender the CCRRA Property to a third-party for a Future Transportation Use and this Agreement shall terminate effective on the 365th day after such notice is deemed given, ("**Termination Date**").
- B. The Parties may terminate this Agreement by mutual agreement.
- C. Any notice of the termination pursuant to this Section 2.29 shall be given in accordance with Section 2.19 , Notices.

2.30 Rights Upon Termination and Surrender of Regional Trail Improvements.

Upon the Termination Date, all rights hereunder shall terminate and be at an end, excepting such rights as may have accrued to either of the Parties prior to the Termination Date, and the following shall occur: i) the CCRRA shall have sole ownership of all Regional Trail Improvements existing on the CCRRA Property; ii) the COUNTY shall have sole ownership of all Regional Trail Improvements existing on the County Property; and iii) the CITY shall have sole ownership of all Regional Trail Improvements existing within the City Permit Areas.

2.31 [Intentionally Deleted.]

2.32 Survivability. The Parties expressly agree that the following obligations it assumes under this Agreement shall survive termination of this Agreement: Section 2.15 and Section 2.22.

2.33 Termination of Phase 1 Trail Agreement. The Phase 1 Trail Agreement shall terminate, in its entirety, on the Effective Date of this Agreement. Thereafter, this Agreement shall control the Phase 1 Trail Improvements and the portion of the Property on which the Phase 1 Trail Improvements are located.

2.34 Failure to Perform. If any Party fails to perform any of its obligations under this Agreement, or if any Party causes any damage to the Property in connection with performing its obligations as set forth in this Agreement, then any other Party may:

- A. Seek injunctive relief or damages from the non-performing Party for such failure; or
- B. Within thirty (30) business days after the performing Party sends written notice to the non-performing Party for such failure, the performing Party may, at its option, perform the non-performing Party's necessary repairs and/or and maintenance obligations as set forth in this Agreement if the non-performing Party has not performed them itself. Notwithstanding the immediately preceding sentence, if the failure cannot be cured by the non-performing Party within thirty (30) business days, then the performing Party shall give the non-performing Party a reasonable period of time to cure the failure before the performing Party exercises its self-help remedy. The non-performing Party shall reimburse the performing Party for all of the reasonable costs that the performing Party incurs performing said necessary repairs and/or and maintenance within thirty-five (35) business days after receipt of the performing Party's invoice. Notwithstanding anything contained herein to contrary, the performing Party shall have no obligation to perform any of the non-performing Party's obligations under this Agreement.

2.35 Damage. Nothing in this Agreement shall relieve a Party for any liability for damage to the Regional Trail Improvements or the Property directly or indirectly arising from the negligence or willful misconduct of the Party responsible for the damage.

2.37 Assignment. The benefits and obligations of this Agreement shall extend to and bind the Parties hereto. No Party shall assign any interest in this Agreement without the consent of all other Parties unless specifically allowed herein. The CCRRA, however, shall be allowed to assign any of its benefits and obligations to the COUNTY provided the CCRRA provides the CITY with not less than ninety (90) days prior writing notice of the assignment and the COUNTY assumes all such benefits and obligations in writing.

III. MISCELLANEOUS

3.1 Fees and Costs. Each of the Parties shall bear its own costs, expenses, fees, and disbursements, including attorney fees, incurred in connection with all matters not otherwise provided in this Agreement, and otherwise related to this Agreement.

3.3 Court Retains Jurisdiction. The Carver County District Court shall have jurisdiction to enforce this Agreement.

3.4 Entire Agreement. This Agreement constitutes the entire agreement between the

Parties.

3.5 Binding Effect. The terms and conditions of this Agreement shall be binding on the Parties.

3.6 No Modification. No modification or any amendment to this Agreement shall be valid or binding unless approved by the governing authority of the CCRRA, the COUNTY, and the CITY. Any such alteration, variation, modification, waiver of provision, or amendment to this Agreement shall only be valid if contained in a written instrument signed by all of the Parties hereto.

3.7 Governing Law. This Agreement, and the enforcement and interpretation thereof, shall in all respects be governed by the laws of the State of Minnesota.

3.8. Authority. The persons signing this Agreement, in their representative capacities, represent and warrant that by signing this Agreement they thereby intend to bind their respective principals to the terms and conditions set forth herein; the persons signing in their representative capacity have been authorized to bind their respective principals to such terms; and the respective principals intend to be so bound.

3.9 Nondiscrimination. During the performance of this Agreement, the CITY and the CCRRA agree to the following:

No person, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

3.10 Records. To the extent required by Minnesota Statutes, § 16C.05, Subd. 5, and any amendments thereto, each Party, the State Auditor, the Legislative Auditor, or any of their duly authorized representatives, at any time during normal business hours and as often as they reasonably may deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of each Party, and involve transactions related to this Agreement. Such materials shall be maintained, and such access and rights shall be in full force and effect, during the Term of this Agreement, and for six (6) years after the termination or cancellation of this Agreement.

3.11 Data Privacy. Each Party, its officers, employees, contractors, sub-contractors, and agents shall abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, and implementing regulations, if applicable, and all other applicable federal and state laws, rules, regulations, and orders relating to data privacy or confidentiality, and as any of the same may be amended.

3.12 Counterparts and Electronic Signatures. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, and all of which taken together shall comprise one agreement. Signatures affix to this Agreement using a document execution service (e.g., DocuSign) or transmitted by fax, email, or other electronic

means (e.g., delivery of a pdf) shall be deemed binding, delivered, and enforceable.

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

[SIGNATURE PAGES FOLLOW]

DRAFT

SIGNATURE PAGE

IN TESTIMONY WHEREOF, each of the Parties hereto have caused this Agreement to be executed on the dates listed below.

**CARVER COUNTY
REGIONAL RAILROAD AUTHORITY**

Gayle Degler, Board Chair

Date: _____

Attest:

Dave Hemze, Administrator

Date: _____

Approved As To Form:

Mary E. Shimshak, Assistant CCRRA Attorney

Date: _____

CITY OF CHASKA

Mark Windschitl, Mayor

Date: _____

Matt Podhradsky, Administrator

Date: _____

CARVER COUNTY

Gayle Degler, Board Chair

Date: _____

Attest:

Dave Hemze, Administrator

Date: _____

Approved As To Form:

Mary E. Shimshak, Assistant County Attorney

Date: _____

EXHIBIT A

(General Depiction of CCRRA Property)

Tax PID 309990600



Tax PID: 309990500



EXHIBIT B

(Legal Description of CCRRA Property)

All right, title, and interest in and to that part of the Chaska Industrial Lead of the Union Pacific Railroad Company (formerly the Minneapolis & St. Louis Railroad), as presently located and operated, that extends northerly from the southerly line of Carver County, Minnesota to the north line of the Southeast Quarter of Section 4, Township 115 North, Range 23 West of the 5th P.M., Carver County, Minnesota, said part being situate in, over, and across the following subdivisions of Carver County, Minnesota:

Subdivision	Section	Township	Range	Meridian
SW 1/4	8	115N	23W	5 th P.M.
SE 1/4	8	115N	23W	5 th P.M.
NE 1/4	8	115N	23W	5 th P.M.
NW 1/4	9	115N	23W	5 th P.M.
SW 1/4	4	115N	23W	5 th P.M.
SE 1/4	4	115N	23W	5 th P.M.

AND

Block 11, Townsite of Chaska, according to the recorded plat thereof

Block 12, Townsite of Chaska, according to the recorded plat thereof

Block 13, Townsite of Chaska, according to the recorded plat thereof

Block 23, Townsite of Chaska, according to the recorded plat thereof

Block 24, Townsite of Chaska, according to the recorded plat thereof

Vacated Block 60, Townsite of Chaska, according to the recorded plat thereof

Vacated Block 61, Townsite of Chaska, according to the recorded plat thereof

Vacated Block 62, Townsite of Chaska, according to the recorded plat thereof

EXHIBIT C

(Terms and Conditions Applicable to CCRRA Property)

38709
EB

SERVICE DATE – APRIL 1, 2008

SURFACE TRANSPORTATION BOARD

DECISION AND CERTIFICATE OF INTERIM TRAIL USE OR ABANDONMENT

STB Docket No. AB-33 (Sub-No. 255)

UNION PACIFIC RAILROAD COMPANY — ABANDONMENT — IN CARVER AND
SCOTT COUNTIES, MN

Decided: March 31, 2008

On December 13, 2007, Union Pacific Railroad Company (UP) filed an application under 49 U.S.C. 10903 to abandon its Chaska Industrial Lead, extending from milepost 38.6, at Merriam, to milepost 33.0, on the east side of Chaska, a distance of 5.6 miles, in Carver and Scott Counties, MN (the line or the Chaska Industrial Lead). Notice of the filing was served and published in the Federal Register (73 FR 224) on January 2, 2008. Protests were timely filed on January 25, 2008, by United Sugar Corporation (United Sugar) and United Transportation Union (UTU). On February 20, 2008, UP filed a rebuttal to the protests. On January 25, 2008, the Office of Carver County Regional Railroad Authority (CCRRA) filed a request for imposition of a public use condition and for issuance of a certificate of interim trail use (CITU). We will grant the request for abandonment authority, subject to environmental, historic preservation, trail use, public use, and standard employee protective conditions.

BACKGROUND

The Chaska Industrial Lead, constructed in 1870, was in operation until March 23, 2007, when a bridge over a tributary of the Minnesota River, located at milepost 37.14 (the Destroyed Bridge), was destroyed as the result of a flooding-caused derailment. As will be explained in detail below, the Destroyed Bridge needs to be replaced and another bridge, located at milepost 36.17 (the Minnesota River Bridge), is in an advanced state of deterioration and needs to be either rehabilitated at an approximate cost of \$3.5 million or replaced at an approximate cost of \$8 million. The line has been formally embargoed since March 26, 2007.

TRAFFIC, OPERATIONS, AND REVENUES

UP states that, before the embargo, there was no overhead traffic on the Chaska Industrial Lead, that freight revenues from local traffic were insufficient to justify the costs of the required bridge rehabilitation and reconstruction, and that there is no reasonable prospect that traffic and revenues on the line will increase sufficiently in the foreseeable future to justify these costs. The Chaska Industrial Lead had served two shippers recently before the embargo: United Sugar and Chaska Building Center (CBC). CBC did not file a protest opposing the abandonment, and, according to UP, received only limited amounts of construction materials, until early 2006 (well before the embargo of the line), when it began moving all shipments by truck. United Sugar

operates a sugar liquefying (melting) plant in Chaska, MN, and receives bulk sugar from facilities in Minnesota and North Dakota, and accepts returned partial shipments of sugar left over from other operations and activities at other facilities. Neither shipper used the line for outbound shipping. United Sugar has been using truck service to meet its shipping needs since the line was embargoed.

UP transported 630 carloads of traffic in 2005, and 816 carloads in 2006. UP provides revenue and cost data for a base year (March 1, 2006–February 28, 2007) and a forecast year (December 1, 2007–November 30, 2008).¹ In the base year, UP shipped 764 carloads of traffic, which generated revenues of \$774,152, and earned a profit of \$23,823 (revenues minus avoidable costs, as discussed below). In the forecast year, UP again calculates that it will ship 764 carloads, generating revenues of \$901,214 and earning \$136,413 in profit. UP also provides data for a subsidy year, as defined in 49 CFR 1152.2(m) (any 12-month period for which a subsidy agreement for continued rail service has been negotiated and is in operation; here, December 1, 2007–November 30, 2008). UP estimates that, in the subsidy year, it will earn revenues of \$901,214, which will result in a loss of \$66,068. When subsidization costs are factored in, the result is an estimated subsidy payment of \$6,014,080.

None of the protestants have challenged UP's estimates or calculations, which appear to be reasonable. Therefore, the Board will accept the applicant's figures, which are more fully explained below.

AVOIDABLE COSTS

Avoidable costs are costs that the applicant will cease to incur if it abandons and discontinues service over the Chaska Industrial Lead. As already indicated, UP has submitted data showing avoidable on-branch costs for the base, forecast, and subsidy years. These include: maintenance-of-way and structures (MOW&S); maintenance of equipment–locomotives; transportation; joint facilities; deadheading–taxi and hotel; overhead movement; freight car costs (other than return); return on value–locomotives; return on value–freight cars; revenue taxes; and property taxes. UP reports total avoidable on-branch costs of \$315,110 for the base year, \$319,598 for the forecast year, and \$319,598 for the subsidy year.² In addition, it reports total avoidable off-branch costs of \$435,219 for the base year, \$445,202 for the forecast year, and \$445,202 for the subsidy year. Total avoidable costs are \$750,329 for the base year, \$764,800 for the forecast year, and \$764,800 for the subsidy year.

LINE CONDITION AND REHABILITATION

According to UP, the line requires substantial rehabilitation in the amount of \$5,939,000, which includes bridge rehabilitation and track upgrades. Although revenues exceeded the avoidable costs of service on the line in the base year by \$23,823, UP argues that those revenues do not justify the cost of rehabilitation.

¹ See attached appendix for details.

² UP's forecast year and subsidy year are the same.

As previously stated, the Chaska Industrial Lead contains one bridge that was destroyed by a flooding-related derailment and another bridge in extremely poor condition. Without replacement of the Destroyed Bridge and rehabilitation or replacement of the Minnesota River Bridge, UP asserts, it will not be able to operate on the line.

Neither protestant has contested UP's estimates of the cost of rehabilitating the line. Because protestants do not address rehabilitation costs, UP's evidence is the only evidence of record. Because UP has fulfilled the requirements set fourth in 49 CFR 1152.22 by describing the condition of the properties and its estimate of required rehabilitation costs, the Board therefore acknowledges that UP faces substantial rehabilitation costs.

OPPORTUNITY COSTS

Opportunity costs (or total return on value of road property) reflect the economic loss experienced by a carrier from forgoing a more profitable alternative use of its assets. Under Abandonment Regulations—Costing, 3 I.C.C.2d 340 (1987), the opportunity cost of road property is computed on an investment base equal to the sum of: (1) allowable working capital; (2) the net liquidation value (NLV) of the line; and (3) current income tax benefits (if any) resulting from abandonment. The investment base (or valuation of the road properties) is multiplied by the current nominal rate of return, to yield the nominal return on value. Under 49 CFR 1152.34(d), the rate of return used to calculate return on value represents the individual railroad's current pre-tax nominal cost of capital. Our most recent after-tax cost of capital finding for the railroad industry is used as a basis for developing the appropriate nominal rate of return. The nominal return is then adjusted by applying a holding gain (or loss) to reflect the increase (or decrease) in value a carrier will expect to realize by holding assets for one additional year.

UP estimates that, for the subsidy/forecast year, the NLV for track assets will be \$1,078,915, and the land value will be \$1,750,063, making the NLV for the entire line \$2,828,978. None of the protestants have addressed this issue. Therefore, the Board accepts UP's estimates of track assets and land as they do not appear unreasonable and are the only evidence of record. UP's estimates of the working capital and tax benefits also are unchallenged by the protestants and appear reasonable. These figures will therefore also be accepted.

Based on the estimates for these items, UP projects that the line will have a subsidy/forecast year total opportunity cost of \$186,183.

SUMMARY OF COST AND REVENUE EVIDENCE

UP's forecast year and subsidy year revenue and cost estimates, including return on value and subsidization costs, are not contested. Based on UP's evidence, the Board finds that the Chaska Industrial Lead would realize a profit from operations of \$136,413 for the forecast year. The Board also finds an avoidable profit of \$136,413 in the subsidy year and a loss from operations in the subsidy year of \$66,068, when the return on value is factored in. When rehabilitation costs are included, UP would require an estimated subsidy year payment of \$6,014,080.

ALTERNATIVE TRANSPORTATION

As noted, both shippers on the line have been shipping by motor carrier since the Destroyed Bridge was destroyed in March 2007, or before. Chaska is situated approximately 3.5 miles south of a line operated by Twin Cities and Western Railroad (TCW) and approximately 2 miles via roadway north of UP's main line. UP states that Chaska is served by a number of state and local highways, including a major highway, US 212, which intersects with Interstate 494 approximately 10 miles northeast of Chaska. Hence, UP asserts, motor carrier service is readily accessible in the Chaska area and can be and has been used to meet United Sugar's and CBC's transportation needs.

SHIPPER AND COMMUNITY INTERESTS

Protestants argue that the abandonment should be denied based on shipper and community interests. Protestants claim that the harm to UP that would result from repairing the bridges and resuming rail operations does not outweigh the harm to United Sugar and the community if UP abandons the Chaska Industrial Lead.

According to United Sugar, it would take 3,001 truck shipments, traveling 2,073,092 miles and consuming 345,515 gallons of fuel to move the same volume of sugar by truck to the Chaska plant as it moved by rail in 2006. United Sugar maintains that truck transportation costs \$1.6 million more than rail transportation on the line, and that this increased cost has had the ancillary effect of limiting the origin production facilities that United Sugar can source from. United Sugar also contends that transloading costs using the transload facilities listed above (either UP or TCW) are even higher than the cost of using trucks. Due to the increased costs, United Sugar states, it will have to either raise prices to offset the expense or absorb the loss in its Chaska plant's operating budget, both of which would negatively affect its ability to compete with other sugar producers. Finally, United Sugar notes that truck transportation leads to increased noise, emissions, and damage to roads and bridges in the primarily residential community surrounding the Chaska plant.

UTU argues that the Destroyed Bridge would have survived the derailment, and the Minnesota River Bridge would be in better condition, had UP not deferred maintenance on these structures. UTU also contends that UP has not made any attempts to market new business on the Chaska Industrial Lead, despite its market potential for a multi-modal freight transportation terminal at Chaska. Additionally, UTU claims that UP has regularly used the line for manifest and unit-train meets and the holding of trains, and suggests that this constitutes overhead traffic.³ Finally, UTU asserts that the line is an integral part of the UP system and is being considered a part of a seven-county metropolitan area commuter rail system by the pertinent commuter authority. Abandoning the line, therefore, would close a commuter and freight gateway to Hennepin County and the City of Minneapolis.

³ A unit-train meet is a location where one unit train can pass another.

In its rebuttal, UP notes that protestants have not provided any economic data concerning the harm that would be caused by granting UP authority to abandon the Chaska Industrial Lead, and have not presented any evidence challenging UP's argument that the costs of rehabilitating the line would greatly exceed the revenue it receives from traffic. UP also states that it properly maintained the bridges, and not only is it unlikely that it would ever recover the cost of rehabilitating the bridges, but it may lose even more revenue if it continued to operate there, because neither United Sugar nor any other shipper has made a long-term commitment to continue shipping over the line. Finally, UP asserts that the Chaska Industrial Lead cannot be used for overhead traffic because it is stub-ended.

DISCUSSION AND CONCLUSIONS

The statutory standard governing an abandonment or discontinuance of service is whether the present or future public convenience and necessity permit the proposed abandonment or discontinuance. 49 U.S.C. 10903(d). In implementing this standard, the Board must balance the potential harm to affected shippers and communities against the present and future burden that continued operations could impose on the railroad and on interstate commerce. Colorado v. United States, 271 U.S. 153 (1926). Essentially, the Board must determine whether the burden on the railroad and on interstate commerce from continued operations is outweighed by the burden on the shippers and the community from the loss of rail service.

UP has established that continued operation of the line would be burdensome. Its projection of 764 carloads annually is consistent with recent traffic and has not been refuted by protestants' evidence. As stated above, the Chaska Industrial Lead would realize a subsidy year profit from operations of \$136,413, but rehabilitation costs for the line and return on value calculations result in a subsidy requirement of \$6,014,080.

In contrast to the demonstrated burden that continued operation of the line will impose on UP and on interstate commerce, the burden that abandonment will impose on shippers and the community appears to be less of a burden. Although the cost of motor carrier service to United Sugar may be greater than the cost of rail service provided by UP, UP has demonstrated that rail service cannot be provided except at a substantial loss. There is no reason that this cost should be borne by UP rather than United Sugar, which is the user of this transportation service. See Boston and Maine Corp.—Abandonment—In Hartford and New Haven Counties, CT, STB Docket No. AB-32 (Sub-No. 83), et al. (STB served Apr. 22, 1998). Moreover, although UTU alleges that UP has failed to capitalize on the area's market potential for a multi-modal freight transportation terminal, no specifics are provided. The Board concludes that any harm to the shippers and the community from the proposed abandonment is outweighed by the demonstrated harm to UP and the burden on interstate commerce through continued operation of the Chaska Industrial Lead. The abandonment application will therefore be granted.

LABOR PROTECTION

In approving this abandonment application, the Board must ensure that affected rail employees will be adequately protected. 49 U.S.C. 10903(b)(2). The conditions imposed in

Oregon Short Line R. Co. – Abandonment – Goshen, 360 I.C.C. 91 (1979) (Oregon), satisfy the statutory requirements, and those conditions will be imposed here.

ENVIRONMENTAL ISSUES

The Board is also required to consider the environmental and energy impacts of the proposed abandonment. UP has submitted an environmental report with its application and has notified the appropriate Federal, state, and local agencies of the opportunity to submit information concerning the energy and environmental impacts of the proposed abandonment. See 49 CFR 1105.11. The Board's Section of Environmental Analysis (SEA) has examined the environmental report, verified its data, and analyzed the probable effects of the proposed action on the quality of the human environment. SEA served an environmental assessment (EA) on January 15, 2008, and requested comments by February 14, 2008.

In the EA, SEA notes that the National Geodetic Survey (NGS) has identified nine geodetic station markers that may be affected by the proposed abandonment. Therefore, SEA recommends that UP provide NGS with at least 90 days' notice prior to initiation of any salvage operations that may disturb or destroy any geodetic station markers so that plans can be made for their relocation.

SEA also notes that the Minnesota Historical Society, State Historic Preservation Officer (SHPO) states that the information submitted by UP was insufficient and notes that its inventory of the Chaska Industrial Lead includes a building known as the Merriam Junction Depot, which was missing from UP's historic report, and that the line passes through or is adjacent to the Carver Historic District, which is listed on the National Register of Historic Places (National Register). In response, counsel for UP states that the Merriam Junction Depot is not part of the proposed abandonment. SEA further notes that the Carver Historic District is outside the right-of-way of the line and will not be adversely affected; however, because of the issues raised by the SHPO, SEA requires further consultation. Therefore, SEA recommends that a condition be imposed requiring that UP: (1) retain its interest in and take no steps to alter the historic integrity of all historic properties including sites, buildings, structures, and objects within the right-of-way that are eligible for listing or listed with in the National Register until the section 106 process of the National Historic Preservation Act, 16 U.S.C. 470f (NHPA), has been completed; (2) report back to SEA regarding any consultations with the SHPO and the public; and (3) not file its consummation notice or initiate any salvage activities until the section 106 process has been completed.

In response to the EA, SEA received numerous comments. The Minnesota Department of Natural Resources (MN-DNR) states that abandonment requires approval from its office because the Minnesota River Bridge crosses the Minnesota River. Moreover, it further states that the bridge is in a state of deterioration and has historically been the site of logjams for which UP maintains responsibility. Therefore, SEA recommends that UP contact Mr. Dale Homuth, Regional Hydrologist, MN-DNR, and, if applicable, comply with the reasonable requirements of MN-DNR.

Mr. Roger Gustafson, on behalf of the Carver County Regional Railroad Authority, Scott County Regional Railroad Authority, Metropolitan Council, City of Chaska, and City of Carver (collectively known as the Minnesota River Valley Rail Joint Powers Agreement) also filed comments in response to the EA, noting that salvage operations on or near the Minnesota River Bridge would harm Carver County by weakening the levee systems or by causing flooding created by logjams. Mr. Gustafson recommends that UP consult with the Army Corps of Engineers, U.S. Fish and Wildlife Service, and MN-DNR. Accordingly, SEA recommends that, prior to commencement of salvage activities, UP contact: (1) the Minnesota River Valley Rail Joint Powers Agreement in order to discuss local potential safety concerns regarding the Minnesota River Bridge; and (2) the United States Army Corps of Engineers, St. Paul District (Corps), regarding Carver County's levee system, and, if applicable, comply with the reasonable requirements of the Corps.

No other comments to the EA were filed. Accordingly, the conditions recommended by SEA in the EA and in response to the comments filed after the EA was served will be imposed. The Board concludes that the proposed abandonment, if implemented as conditioned, will not significantly affect either the quality of the human environment or the conservation of energy resources.

As we previously noted, CCRRA has filed a request for the issuance of a CITU under the National Trails System Act, 16 U.S.C. 1247(d) (Trails Act). CCRRA has submitted a statement of willingness to assume financial responsibility for the right-of-way and has acknowledged that use of the right-of-way is subject to possible future reconstruction and reactivation of the right-of-way for rail service as required under 49 CFR 1152.29. By letter dated February 20, 2008, UP states that it is willing to negotiate with CCRRA for interim trail use. Because CCRRA's request complies with the requirements of 49 CFR 1152.29, and UP is willing to enter into negotiations, we will issue a CITU for the Chaska Industrial Lead. The parties may negotiate an agreement during the 180-day period prescribed below. If an agreement is executed, no further Board action is necessary. If no agreement is reached within 180 days, UP may fully abandon the line, subject to the conditions imposed below. See 49 CFR 1152.29(d)(1). Use of the right-of-way for trail purposes is subject to restoration for railroad purposes.

SEA has indicated in its EA that the right-of-way may be suitable for other public use following abandonment. CCRRA also requests imposition of a 180-day public use condition, precluding UP from: (1) disposing of the corridor, other than the tracks, ties and signal equipment, except for public use on reasonable terms; and (2) removing or destroying potential trail-related structures such as bridges, trestles, culverts and tunnels. CCRRA states that the corridor would make an excellent recreational trail, and that conversion of the property to trail use is in accordance with local plans.

We have determined that persons who file under the Trails Act may also file for public use under 49 U.S.C. 10905. See Rail Abandonments—Use of Rights-of-Way as Trails, 2 I.C.C.2d 591, 609 (1986) (Trails). When the need for both conditions is established, it is our policy to impose them concurrently, subject to the execution of a trail use agreement. CCRRA has met the public use criteria prescribed at 49 CFR 1152.28(a)(2) by specifying: (1) the condition sought; (2) the public importance of the condition; (3) the period of time for which the condition would

be effective; and (4) justification of the period of time requested. Accordingly, a 180-day public use condition also will be imposed, commencing from the effective date of this decision, to enable any state or local government agency or other interested person to negotiate the acquisition of the line for public use. If a trail use agreement is reached on a portion of the right-of-way, CCRRA must keep the remaining right-of-way intact for the remainder of the 180-day period to permit public use negotiations. Also, we note that a public use condition is not imposed for the benefit of any one potential purchaser. Rather, it provides an opportunity for any interested person to acquire a right-of-way that has been found suitable for public purposes, including trail use. Therefore, with respect to the public use condition, UP is not required to deal exclusively with CCRRA, but may engage in negotiations with other interested persons.

The parties should note that operation of the trail use and public use procedures could be delayed, or even foreclosed, by the financial assistance process under 49 U.S.C. 10904. As stated in Trails, 2 I.C.C.2d at 608, offers of financial assistance (OFA) to acquire rail lines for continued rail service or to subsidize rail operations take priority over interim trail use/rail banking and public use. Accordingly, if an OFA is timely filed under 49 CFR 1152.27(c)(1), the effective date of this decision will be postponed beyond the effective date indicated here. See 49 CFR 1152.27(e)(2). In addition, the effective date may be further postponed at later stages in the OFA process. See 49 CFR 1152.27(f). Finally, if the Chaska Industrial Lead is sold under the OFA procedures, the petition for abandonment exemption will be dismissed and trail use and public use precluded. Alternatively, if a sale under the OFA procedures does not occur, trail use and public use may proceed.

The Board finds:

1. The present or future public convenience and necessity permit the abandonment of the above-described line, subject to the employee protective conditions in Oregon, and the conditions that UP shall: (1) provide NGS with at least 90 days' notice prior to initiation of any salvage operations that may disturb or destroy any geodetic station markers so that plans can be made for their relocation; (2) retain its interest in and take no steps to alter the historic integrity of all historic properties including sites, buildings, structures, and objects within the right-of-way that are eligible for listing or listed with in the National Register until the section 106 process of NHPA has been completed, report back to SEA regarding any consultations with the SHPO and the public, and not file its consummation notice or initiate any salvage activities until the section 106 process has been completed; (3) contact Mr. Dale Homuth, Regional Hydrologist, MN-DNR, and, if applicable, comply with the reasonable requirements of MN-DNR; (4) prior to commencement of salvage activities, contact: (a) the Minnesota River Valley Rail Joint Powers Agreement in order to discuss local potential safety concerns regarding the Minnesota River Bridge; and (b) the Corps, regarding Carver County's levee system, and, if applicable, comply with the reasonable requirements of the Corps; (5) leave intact all of the right-of-way, including bridges, trestles, culverts and tunnels (but not track, ties or signal equipment), for a period of 180 days from the effective date of this decision, to enable any state or local government agency or any other interested person to negotiate the acquisition of the line for public use; and (6) comply with the interim trail use/rail banking procedures set forth below.

2. Abandonment of the line will not have a serious, adverse impact on rural and community development.

3. The line may be suitable for other public purposes.

4. As conditioned, this action will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This application is granted subject to the conditions specified above.

2. If an interim trail use/rail banking agreement is reached, it must require the trail user to assume, for the term of the agreement, full responsibility for management of, any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against, the right-of-way.

3. Interim trail use/rail banking is subject to the future restoration of rail service and to the user's continuing to meet the financial obligations for the right-of-way.

4. If interim trail use is implemented and subsequently the user intends to terminate trail use, it must send the Board a copy of this decision and request that it be vacated on a specified date.

5. If an agreement for interim trail use/rail banking is reached by September 28, 2008, interim trail use may be implemented. If no agreement is reached by that time, UP may fully abandon the Line, provided the conditions imposed above are met.

6. UP is directed to serve a copy of this decision on United Sugar and CBC within 5 days after the service date of this decision and to certify to the Board that it has done so.

7. An offer of financial assistance (OFA) under 49 CFR 1152.27(c)(1) to allow rail service to continue must be received by the railroad and the Board by April 11, 2008, subject to time extensions authorized under 49 CFR 1152.27(c)(1)(i)(C). The offeror must comply with 49 U.S.C. 10904 and 49 CFR 1152.27(c)(1). Each OFA must be accompanied by a \$1,300 filing fee. See 49 CFR 1002.2(f)(25).

8. OFAs and related correspondence to the Board must refer to this proceeding. The following notation must be typed in bold face on the lower left-hand corner of the envelope: **"Office of Proceedings, AB-OFA."**

9. Provided no OFA has been received, this decision will be effective on May 1, 2008. Any petition to stay or petition to reopen must be filed as provided at 49 CFR 1152.25(e).

10. Pursuant to the provisions of 49 CFR 1152.29(e)(2), UP shall file a notice of consummation with the Board to signify that it has exercised the authority granted and fully

abandoned the line. If consummation has not been effected by UP's filing of a notice of consummation by April 1, 2009, and there are no legal or regulatory barriers to consummation, the authority to abandon will automatically expire. If a legal or regulatory barrier to consummation exists at the end of the 1-year period, the notice of consummation must be filed no later than 60 days after satisfaction, expiration, or removal of the legal or regulatory barrier.

By the Board, Chairman Nottingham, Vice Chairman Mulvey, and Commissioner Buttrey.

Anne K. Quinlan
Acting Secretary

APPENDIX

	Base Year operations 3/1/06- 2/28/07	Forecast year operations 12/1/07- 11/30/08	Subsidy year operations 12/1/07-11/30/08
Revenues attributable for:			
1. Freight originated and/or terminated on branch	774,152	901,214	901,214
2. Bridge Traffic	0	0	0
3. All other revenue and income	0	0	0
4. Total revenues attributable (lines 1 through 3)	774,152	901,214	901,214
Avoidable costs for:			
5. On-Branch costs (lines 5a through 5k)	315,110	319,598	319,598
a. Maintenance of way and structures	44,413	44,734	44,734
b. Maintenance of equipment	3,269	3,339	3,339
c. Transportation	145,377	148,875	148,875
d. General administrative	0	0	0
e. Deadheading, taxi, and hotel	0	0	0
f. Overhead Movement	0	0	0
g. Freight car costs (other than return on freight cars)	47,801	49,480	49,480
h. Return on value-locomotives	4,419	3,338	3,338
i. Return on value-freight cars	69,832	69,832	69,832
j. Revenue taxes	0	0	0
k. Property taxes	0	0	0
6. Off-Branch costs	435,219	445,202	445,202
a. Off-Branch costs (other than return on freight cars	209,140	217,970	217,970
b. Off-Branch Freight Car ROI Costs	180,745	180,745	180,745
c. Off Branch URCS Multiple Car Adjustment	0	0	0
d. Make whole adjustment Off -Branch	45,334	46,488	46,488
7. Total avoidable costs(line 5 plus line 6)	750,329	764,800	764,800
Subsidization costs for:			
8. Rehabilitation *			5,939,000
9. Administration costs (subsidy year only) **			9,012
10. Casualty reserve account			0
11. Total subsidization costs (lines 8 through 10)	0	0	5,948,012
Return on value:			
12. Valuation of property (lines 12a through 12c)	0	0	1,792,308
a. Working capital			10,052
b. Income tax consequences			(1,046,722)
c. Net liquidation value			2,828,978
13. Nominal rate of return			0.184
14. Nominal return on value (line 12 time line 13) ***	0	0	329,785
15. Holding gain (loss)			127,304
16. Total return on value (line 14 minus line 15)	0	0	202,481
17. Avoidable gain or (loss) from operations (line 4 minus line 7)	23,823	136,413	136,413
18. Estimated forecast year gain or (loss)from operations (line 4 minus lines 7 and 16)	23,823	136,413	(66,068)
19. Estimated subsidy (line 4 minus 7,11, and 16)	23,823	136,413	(6,014,080)

* This projection shall be computed in accordance with § 1152.32(m).

** Omit in applications pursuant to § 1152.22.

*** If a negative for the "forecast year operations" insert "0" in this line.

39353
DO

SERVICE DATE – SEPTEMBER 12, 2008

SURFACE TRANSPORTATION BOARD

DECISION

STB Docket No. AB-33 (Sub-No. 255)

UNION PACIFIC RAILROAD COMPANY—ABANDONMENT—IN CARVER AND
SCOTT COUNTIES, MN

Decided: September 11, 2008

By decision and certificate of interim trail use or abandonment (CITU) served on April 1, 2008, the Board granted the application filed by Union Pacific Railroad Company (UP) for abandonment of its Chaska Industrial Lead, extending from milepost 38.6, at Merriam, to milepost 33.0, on the east side of Chaska, a distance of 5.6 miles, in Carver and Scott Counties, MN. The abandonment was subject to public use, environmental, historic preservation, and standard employee protective conditions, as well as a trail use condition authorizing a 180-day period for the Office of Carver County Regional Railroad Authority (CCRRA) to negotiate an interim trail use/rail banking agreement with UP for the right-of-way involved in this proceeding. The negotiating period expires on September 28, 2008.

By letter filed on September 3, 2008, CCRRA requests an extension of the negotiating period for 180 days, until March 27, 2009. CCRRA states that an extension of time is necessary to complete negotiations. In a pleading filed on August 28, 2008, UP concurs in the request to extend the negotiating period.

Where, as here, the carrier is willing to continue trail use negotiations, the CITU negotiating period may be extended.¹ An extension of time will promote the establishment of trails and rail banking consistent with the National Trails System Act, 16 U.S.C. 1247(d). Accordingly, the CITU negotiating period will be extended for an additional 180 days from September 28, 2008 (until March 27, 2009).

This decision will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. The request to extend the CITU negotiating period is granted.
2. The negotiating period under the CITU is extended to March 27, 2009.

¹ See Rail Abandonments—Supplemental Trails Act Procedures, 4 I.C.C.2d 152, 157-58 (1987).

3. This decision is effective on its service date.

By the Board, David M. Konschnik, Director, Office of Proceedings.

Anne K. Quinlan
Acting Secretary

39840
DO

SERVICE DATE – MARCH 30, 2009

SURFACE TRANSPORTATION BOARD

DECISION

STB Docket No. AB-33 (Sub-No. 255)

UNION PACIFIC RAILROAD COMPANY—ABANDONMENT—IN CARVER AND
SCOTT COUNTIES, MN

Decided: March 27, 2009

By decision and certificate of interim trail use or abandonment (CITU) served on April 1, 2008, the Board granted the application filed by Union Pacific Railroad Company (UP) for abandonment of its Chaska Industrial Lead, extending from milepost 38.6, at Merriam, to milepost 33.0, on the east side of Chaska, a distance of 5.6 miles, in Carver and Scott Counties, MN. The abandonment was subject to public use, environmental, historic preservation, and standard employee protective conditions, as well as a trail use condition authorizing a 180-day period for the Office of Carver County Regional Railroad Authority (CCRRA) to negotiate an interim trail use/rail banking agreement with UP for the right-of-way involved in this proceeding. The deadline to negotiate a CITU was extended to March 27, 2009, by a decision served on September 12, 2008. In this decision, the Board is again extending the CITU negotiating period.

By a pleading filed on March 24, 2009, CCRRA requests an extension of the negotiating period for 60 days, until May 26, 2009. In a pleading also filed on March 24, 2009, UP concurs in the request to extend the negotiating period.

Where, as here, the carrier is willing to continue trail use negotiations, the CITU negotiating period may be extended.¹ An extension of time will promote the establishment of trails and rail banking consistent with the National Trails System Act, 16 U.S.C. 1247(d). Accordingly, the CITU negotiating period will be extended for an additional 60 days from March 27, 2009 (until May 26, 2009).

This decision will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. The request to extend the CITU negotiating period is granted.
2. The negotiating period under the CITU is extended to May 26, 2009.

¹ See Rail Abandonments—Supplemental Trails Act Procedures, 4 I.C.C.2d 152, 157-58 (1987).

3. This decision is effective on its service date.

By the Board, Joseph H. Dettmar, Acting Director, Office of Proceedings.

Anne K. Quinlan
Acting Secretary

39999
DO

SERVICE DATE – JUNE 9, 2009

SURFACE TRANSPORTATION BOARD

DECISION

STB Docket No. AB-33 (Sub-No. 255)

UNION PACIFIC RAILROAD COMPANY—ABANDONMENT—IN CARVER AND
SCOTT COUNTIES, MN

Decided: June 8, 2009

By decision and certificate of interim trail use or abandonment (CITU) served on April 1, 2008, the Board granted the application filed by Union Pacific Railroad Company (UP) for abandonment of its Chaska Industrial Lead, extending from milepost 38.6, at Merriam, to milepost 33.0, on the east side of Chaska, a distance of 5.6 miles, in Carver and Scott Counties, MN. The abandonment was subject to public use, environmental, historic preservation, and standard employee protective conditions, as well as a trail use condition authorizing a 180-day period for the Office of Carver County Regional Railroad Authority (CCRRA) to negotiate an interim trail use/rail banking agreement with UP for the right-of-way involved in this proceeding. The deadline to negotiate a CITU was extended to May 26, 2009, by decisions served on September 12, 2008, and March 30, 2009. In this decision, the Board is again extending the CITU negotiating period.

By a pleading filed on May 21, 2009, CCRRA requests an extension of the negotiating period for 60 days, until July 25, 2009. CCCRA states that it intends to submit an offer for a trail use agreement within that period. In a pleading filed on May 26, 2009, UP concurs in the request to extend the negotiating period.

Where, as here, the carrier has not consummated the abandonment at the end of the previously imposed negotiating period and has indicated its willingness to continue negotiations by agreeing to an extension, the Board retains jurisdiction and the CITU negotiating period may be extended.¹ Under the circumstances, further extension of the negotiating period is warranted. See Birt v. STB, 90 F.3d 580, 588-90 (D.C. Cir. 1996); Grantwood Village v. Missouri Pac. R.R. Co., 95 F.3d 654, 659 (8th Cir. 1996), cert. denied, 519 U.S. 1149 (1997). Accordingly, the CITU negotiating period will be extended for an additional 60 days from May 26, 2009 (until July 25, 2009).

This decision will not significantly affect either the quality of the human environment or the conservation of energy resources.

¹ See Rail Abandonments—Supplemental Trails Act Procedures, 4 I.C.C.2d 152, 157-58 (1987).

It is ordered:

1. The request to extend the CITU negotiating period is granted.
2. The negotiating period under the CITU is extended to July 25, 2009.
3. This decision is effective on its service date.

By the Board, Rachel D. Campbell, Director, Office of Proceedings.

Anne K. Quinlan
Acting Secretary

41051
DO

SERVICE DATE – LATE RELEASE SEPTEMBER 2, 2010

SURFACE TRANSPORTATION BOARD

DECISION

Docket No. AB 33 (Sub-No. 255)

UNION PACIFIC RAILROAD COMPANY—ABANDONMENT—IN CARVER AND
SCOTT COUNTIES, MINN.

Decided: September 2, 2010

By decision and certificate of interim trail use or abandonment (CITU) served on April 1, 2008 (April 2008 decision), the Board granted the application filed by Union Pacific Railroad Company (UP) for abandonment of its Chaska Industrial Lead, extending from milepost 38.6, at Merriam, to milepost 33.0, on the east side of Chaska, a distance of 5.6 miles, in Carver and Scott Counties, Minn. The abandonment was subject to public use, environmental, historic preservation, and standard employee protective conditions, as well as a trail use condition authorizing a 180-day period for the Office of Carver County Regional Railroad Authority (CCRRA) to negotiate an interim trail use/rail banking agreement with UP for the right-of-way involved in this proceeding. The deadline to negotiate a CITU was extended to July 25, 2009, by decisions served on September 12, 2008, March 30, 2009, and June 9, 2009. In this decision, the Board is removing the historic preservation condition and is again extending the CITU negotiating period.

The Board's Section of Environmental Analysis (SEA), in an Environmental Assessment (EA) served on January 15, 2008, considered the potential environmental impacts of the proposed abandonment and found that, as conditioned, it would not significantly affect the quality of the human environment. In the EA, SEA recommended that UP: (1) be required to retain its interest in and take no further steps to alter the historic integrity of all historic properties including sites, buildings, structures, and objects within the right-of-way that are eligible for listing or are listed in the National Register of Historic Places (National Register) until completion of the section 106 process of the National Historic Preservation Act, 16 U.S.C. § 470f; (2) report back to SEA regarding any consultations with the Minnesota Historical Society, State Historic Preservation Officer (SHPO) and the public; and (3) be prohibited from filing its consummation notice or initiating any salvage activities until the section 106 process has been completed.¹

Pursuant to 36 C.F.R. § 800.6, SEA has consulted with the SHPO, UP, and the City of Carver (City) regarding the resolution of adverse effects and ways to avoid, minimize, or

¹ The environmental conditions imposed in the April 2008 decision remain in effect. The public use condition expired on October 12, 2008.

mitigate effects on the historic resources as a result of the abandonment and disposition of UP's assets. Pursuant to these consultations, SEA, the SHPO, UP, and the City developed and signed a Memorandum of Agreement (MOA) that addressed the needs of all parties. SEA states that the documentation for this finding, as specified at 36 C.F.R. § 800.11(e), consists of UP's historic report, all relevant correspondence, and the EA, which have been made available to the public through posting on the Board's website at <http://www.stb.dot.gov>. Therefore, based on the information provided, SEA recommends that the section 106 historic preservation condition imposed in the April 2008 decision be removed. Accordingly, the proceeding will be reopened and the previously imposed historic preservation condition will be removed.

According to UP, the removal of the historic preservation condition will permit UP to remove the Minnesota River Bridge and the Main Street Bridge (collectively, the bridges), both of which are near Milepost 36.17, and both of which may, if left in place, expose the area to flooding hazards in the spring thaw season. Additionally, the Scott County Regional Rail Authority (SCRRA) states that the bridges are structurally deficient and in danger of collapse.

By a pleading filed on August 17, 2010, SCRRA² and CCRRA jointly request an extension of the CITU negotiating period for 60 days, until October 15, 2010, for the portion of the right-of-way extending from milepost 38.0 to milepost 33.0.³ SCRRA also requests that the CITU be modified to exclude the bridges, due to the bridges' poor condition. SCRRA states that it was unable to reach an agreement with UP during the previous negotiating period, but that it has renewed funding for the acquisition. SCRRA states that the trail use agreement with UP will address replacement of the bridges should rail service be reactivated at some point in the future. In a pleading filed on August 19, 2010, UP concurs in the requests to extend the negotiating period as to the portion of the right-of-way extending from milepost 38.0 to milepost 33.0, excluding the bridges.

Where, as here, the carrier has not consummated the abandonment at the end of the previously imposed negotiating period and has indicated its willingness to continue trail use negotiations, except for the portion of the right-of-way extending from milepost 38.6 to milepost 38.0 and the bridges, the Board retains jurisdiction and the CITU negotiating period may be

² CCRRA filed its original CITU and public use request, including a statement of willingness to assume full responsibility for management of, for any legal liability arising out of the transfer or use of, and for the payment of any and all taxes that may be levied or assessed against, the right-of-way as required by 49 C.F.R. § 1152.29, on behalf of The Minnesota River Valley Rail Preservation Project (MRVRPP), a collaboration between CCRRA and 4 other bodies politic existing under Minnesota law and interested in transportation, recreation, and public utilities. Because SCRRA is one of the bodies politic that comprises MRVRPP, SCRRA is considered to have already made the representations required by 49 C.F.R. § 1152.29, and a new CITU does not need to be issued.

³ The original CITU included the entire right-of-way, extending from milepost 38.6 to milepost 33.0. In its current extension request, SCRRA does not request that the NITU extend from milepost 38.6 to milepost 38.0.

extended.⁴ Under the circumstances, further extension of the negotiating period is warranted. See Birt v. STB, 90 F.3d 580, 588-90 (D.C. Cir. 1996); Grantwood Vill. v. Mo. Pac. R.R., 95 F.3d 654, 659 (8th Cir. 1996). Accordingly, a CITU negotiating period will be imposed for 60 days from September 2, 2010 (until November 1, 2010), for that portion of the line extending from milepost 38.0 to milepost 33.0 (excluding the bridges).

This decision will not significantly affect either the quality of the human environment or the conservation of energy resources.

It is ordered:

1. This proceeding is reopened.
2. Upon reconsideration, the section 106 historic preservation condition imposed in the April 2008 decision is removed.
3. The request to extend the CITU negotiating period for the portion of the line between milepost 38.0 and milepost 33.0, excluding the bridges located at milepost 36.17, is granted.
4. The CITU negotiating period for the portion of the line described above is imposed until November 1, 2010. UP may salvage the bridges and may fully abandon the portion of the right-of-way between milepost 38.6 and milepost 38.0, subject to meeting the outstanding conditions imposed in the April 2008 decision.
5. This decision is effective on its service date.

By the Board, Joseph H. Dettmar, Acting Director, Office of Proceedings.

⁴ See Rail Aban.—Use of Rights-of-Way as Trails—Supplemental Trails Act Procedures, 4 I.C.C.2d 152, 157-58 (1987).

EXHIBIT D

(Utility and Lease Agreements Applicable to CCRRA Property)

U.P.R.R. REAL ESTATE DEPARTMENT												
FOLDER NO. 24389												
PROJECT	AUDIT	FOLDER	LEG STAT	PARTY NAME	PURPOSE	COUNTY	CITY	ST	SUBDV	ANNUAL AMT	DISPOSITION	CONTAINED
156919	180042	60093	Active	CITY OF CHASKA	Encroachment - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$4,000	Assigned	Totally
165843	185473	52284	Active	CHASKA CITY OF	Crossing - Wireline	CARVER	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
168947	NWF7605		Active	UNITED TELEPHONE CO	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170049	187122	25091	Active	SPRINT/UNITED MIDWEST	Crossing - Wireline	CARVER	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170386	NWF6967		Active	UNITED TELEPHONE COMPANY	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170532	NWF6119		Active	CHASKA, MINNESOTA	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170533	NWF6120		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170534	NWF6122		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170734	187421	24481	Active	SPRINT/UNITED-MIDWEST	Crossing - Wireline	CARVER	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170837	NWF6186		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170838	NWF6188		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
170839	NWF6189		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
171432	NWF5976		Active	UNITED TELEPHONE COMPANY	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
172000	NWF5433		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
172768	NWF4036		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
173280	NWF2962		Active	CHASKA, MN	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
175451	189070	67584	Active	QWEST CORPORATION	Crossing - Wire Line Master		SYSTEM	NE	Chaska Industrial Ld	\$0	Assigned	Totally
176308	NWE7740		Active	CARVER, CITY OF	Crossing Pipeline	Carver	CARVER	MN	Chaska Industrial Ld	\$0	Assigned	Totally
178170	NWE5071		Active	CHASKA, CITY OF	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
180929	NWE1789		Active	CHASKA, CITY OF	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
196843	204722	167596	Active	KMC TELECOM, INC.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
196844	204699	167597	Active	KMC TELECOM, INC.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
197893	204745	169107	Active	SPRINT MINNESOTA INC	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
198121	205172	169362	Active	KMC TELECOM II INC	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
198602	205359	169949	Active	K M C TELECOM II	Crossing - Wireline	Carver	CHASKA	MN	Chaska Ind. Lead	\$0	Assigned	Totally
501749	207006	172045	Active	CITY OF CARVER	Encroachment - Drainage Agreement	Carver	CARVER	MN	Chaska Industrial	\$0	Assigned	Totally
507662	NW12470		Active	STATE OF MINNESOTA	Warning Devices - Public Roadway	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
507701	NW12496		Active	STATE OF MINNESOTA	Gate Agreement	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
510049	NW11392		Active	STATE OF MINNESOTA	Warning Devices - Public Roadway	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
510710	NW11025		Active	STATE OF MINNESOTA	Warning Devices - Public Roadway	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
516514	NW13337		Active	UNITED STATES OF AMERICA-CORPS OF ENGINEERS	Track Relocation Agreement(Govt Project)	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
578037	NWY1890		Active	NORTHWESTERN BELL TELEPHONE CO.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
578039	NWY1892		Active	NORTHWESTERN BELL TELEPHONE CO.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
580502	NWY2645		Active	NORTHERN STATES POWER CO.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
603430	219739	191978	Active	TIME WARNER CABLE	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
606874	RY1018		Active	CHASKA, CITY OF	Warning Devices - Public Roadway	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
628423	NWY3750		Active	CHASKA, CITY OF	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
628459	NWY3764		Active	NORTHERN STATES POWER CO.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
629163	NWY3843		Active	CARVER COUNTY TELEPHONE CO.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
630250	NWY3932		Active	CHASKA, CITY OF	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
630311	NWY3943		Active	NORTHERN STATES POWER CO.	Crossing - Wireline	Carver	CARVER	MN	Chaska Industrial Ld	\$0	Assigned	Totally
632797	NWY4188		Active	NORTHERN STATES POWER CO.	Crossing - Wireline	Carver	CARVER	MN	Chaska Industrial Ld	\$0	Assigned	Totally
638861	NWY4931		Active	UNITED AMERICAN OIL CO.	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
639016	NWY4819		Active	CARVER COUNTY TELEPHONE CO.	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
668995	233772	224184	Active	CITY OF CARVER	Crossing Pipeline	Carver	CARVER	MN	Chaska Industrial Ld	\$0	Assigned	Totally
671163	233644	226300	Active	METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
676774	NWY5089		Active	NORTHWESTERN BELL TELEPHONE COMPANY	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
676796	NWY5108		Active	CITY OF CHASKA	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
678798	NWY4887		Active	MINNEAPOLIS GENERAL ELECTRIC	Crossing - Wireline	Carver	CARVER	MN	Chaska Industrial Ld	\$0	Assigned	Totally
679186	NWY5020		Active	DOROTHY MARSHALL	Crossing Pipeline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
679196	NWY5030		Active	CITY OF CHASKA	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
679234	NWY5191		Active	CITY OF CHASKA	Crossing - Wireline	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
679305	NWY5262		Active	CITY OF CHASKA	Easement - Drainage	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally
680387	237150	233462	Active	CITY OF CHASKA	Crossing - Public Roadway	Carver	CHASKA	MN	Chaska Industrial Ld	\$0	Assigned	Totally

EXHIBIT E

(Depiction of Carver County Property)

Parcel ID Number 300045600

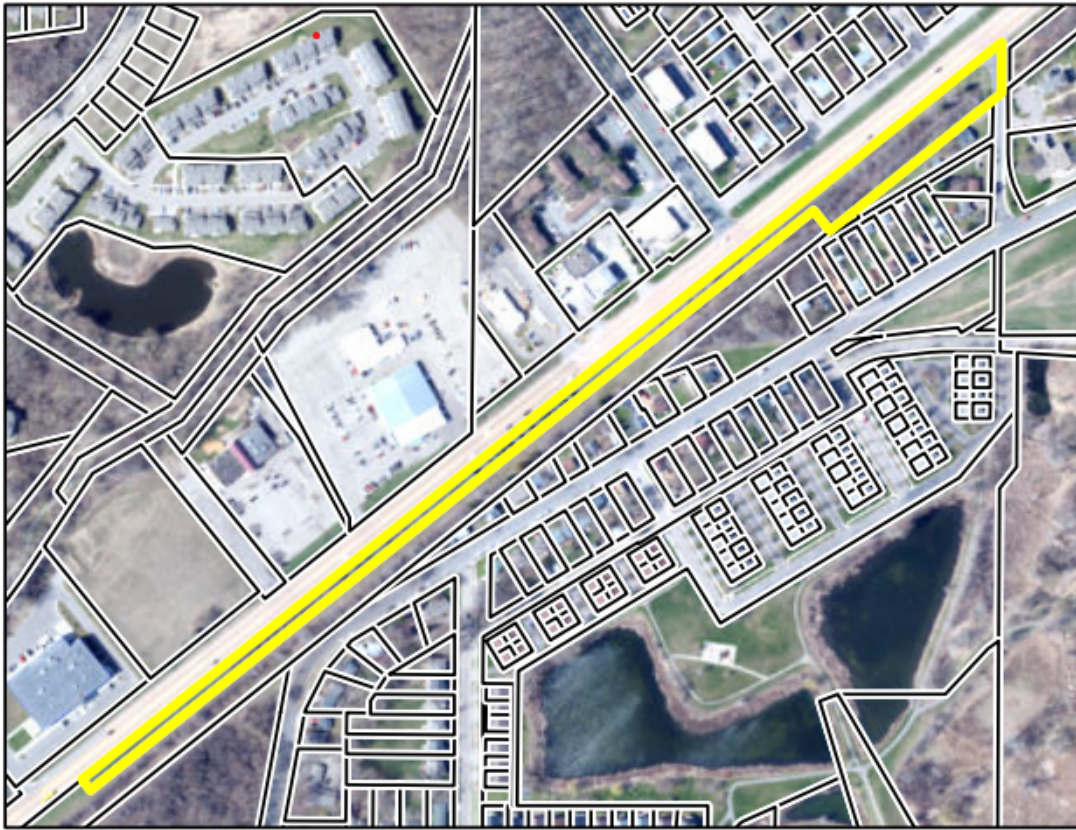


EXHIBIT F

(Legal Description of Carver County Property)

[Finish legal description when vesting deed is obtained.]

That part of the SW1/4 & W1/2 of the SE 1/4 , Section 4, Township 115, Range 23, Carver County, Minnesota, described as follows:

Commencing at the intersection of the centerline of 6th Street with the centerline of Chestnut Street in the City of Chaska, Carver County, Minnesota, thence northeasterly along the centerline of 6th Street 260.8 feet, then deflecting left at a 23.00 degree angle 1743.5 feet; thence southeasterly at right angles to the last described course 33 feet, plus or minus, to a point 50 feet northwesterly, as measured at right angles from the center of the main track of the CNW Railroad right-of-way across Section 4 to the point of beginning; thence northeasterly parallel with said original main center line to the east line of the of the NW 1/4 of the SE 1/4 of Section 4; thence southeasterly along the east line of Section 4 parallel with and 50 feet southeasterly at right angles from the main track of the CNW Railroad right-of-way, thence southwesterly parallel to said track to a point on a line drawn at right angles to the main track centerline through a point beginning northwesterly along said right-of-way 35 feet, more or less, to the point of beginning.

EXHIBIT G
(City Trail Easement)

TRAIL, LIGHT RAIL AND LANDSCAPING EASEMENT

THIS INDENTURE, made this 8th day of January, 1996, by and between Chaska Economic Development Authority, a body corporate and politic organized under the laws of the State of Minnesota, party of the first part, and City of Chaska, a municipal corporation organized under the laws of the State of Minnesota, party of the second part; WITNESSETH:

Said party of the first part, in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, to it in hand paid by said party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Quit Claim and Convey unto said party of the second part, its successors and assigns, a perpetual and assignable easement in, over, under and across the hereinafter described property for public trail, light rail and landscaping purposes, including the right to clear, cut, fill; remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate, dredge, cut away, and remove any or all of said land within said easement and to replace thereon fill material; and for such other purposes as may be required in connection with said work; reserving, however, to the owners, their heirs, successors or assigns, all such rights and privileges in said property as may be used without interfering with or obstructing the rights and easements hereby acquired, said property being situated in the County of Carver, State of Minnesota and described as follows, to-wit:

The northwesterly twenty-five (25) feet of Lots 1, 2 & 4, Block 1, and over, under and across the northwesterly twenty-five (25) feet of Outlots A, B & C, all in Crystal Addition, Carver County, Minnesota.

Said twenty-five (25) foot easement lying parallel with and adjoining the southeasterly line of State Highway No. 212 as dedicated in said Crystal Addition.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed the day and year first above written.

CHASKA ECONOMIC DEVELOPMENT AUTHORITY

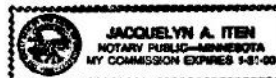
By: Robert P. Roepke
Robert P. Roepke, Chairman

By: David Pokorney
David Pokorney, Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 16th day of January, 1996, by Robert P. Roepke and David Pokorney, the Chairman and Executive Director, respectively, of the Chaska Economic Development Authority, a body corporate and politic under the laws of the State of Minnesota, on behalf of the Chaska Economic Development Authority.

Jacquelyn A. Iken
Notary Public



Return
THIS INSTRUMENT WAS DRAFTED BY:
Melchert, Hubert, Sjodin &
Willemssen, P.L.L.P. (LM)
112 Second Street West, P.O. Box 67
Chaska, Minnesota 55318

crystal addition.eas

Cert # 15031

STATE OF MINNESOTA
CARVER COUNTY RECORDER
(Abstract Department)

Filing Fee 1.50 Copy Fee
Certified true copy Jan 16, 1996
at 94 M. as Document No. 189987
Carl W. Hanson Jr.
County Recorder
by: Ally L. Long

EXHIBIT H
(Crystal Village Easement)

Document Number: **T229149**
Torrens Certificate: 30446.0

Filed and/or Recorded on
Mar 4, 2024 1:47 PM

Office of the County Recorder/Registrar of Titles
Carver County, Minnesota
Kaaren Lewis, Registrar of Titles

Deputy DL
Document Recording Fees \$ 46.00

Document Total \$ 46.00

Requesting Party: Title Mark, LLC
Pages: 8

This cover page has been added to this document by Carver County Land Records
and is now an official part of this recorded document

TRAIL EASEMENT

THIS EASEMENT (the "Agreement") is made effective this 31st day of January, 2024, by and between Crystal Village Townhome Association, Inc., a Minnesota nonprofit corporation ("Grantor") and the City of Chaska, a Minnesota municipal corporation ("Grantee").

WHEREAS, Grantor is the owner in fee simple of that certain real property legally described as Lot 39, Block 1, CRYSTAL VILLAGE, according to the recorded plat thereof, Carver County, Minnesota ("Grantor's Property"); and

WHEREAS, to facilitate the construction of a trail, Grantee desires to acquire from Grantor a permanent easement for trail purposes over, under, upon, and across that portion of Grantor's Property legally described on attached Exhibit A and depicted on attached Exhibit B (the "Easement Area").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1. Grantor hereby grants, bargains, sells, and conveys to Grantee, its successors and assigns, a permanent, exclusive, and assignable easement for public walkway, bicycle way, trail, and general pedestrian purposes and for drainage and utility purposes over, under, upon, and across the Easement Area (the "Easement"). This Easement includes the right of Grantee, its employees, agents, contractors, subcontractors, designees, successors, and assigns, and the agents of Grantee's governmental partners in the operation or construction of the Minnesota River Bluffs Regional Trail (including, but not limited to, Carver County, the Carver County Regional Rail Authority, the Metropolitan Council, and any applicable public park district authority) to enter and go upon the Easement Area at any time to:

(a) construct and install, or cause others to construct and install, such walkway, bicycle way, trail, or facilities in such character, manner, and size as it may determine, including paved surfacing and retaining walls or other grade improvements, and to construct and install, or cause others to construct and install, utilities and

Return to:
Title Mark, LLC
510 Chestnut St. N., Ste 100
Chaska, MN 55318
2421750

drainage infrastructure in such character, manner, and size as it may determine (the "Facilities"), and

(b) use, improve, maintain, and repair the Easement Area, and

(c) use, trim, maintain, or remove all earth, fill, trees, timber, shrubs, grasses, and any other materials or objects within the Easement Area as reasonably needed for the purposes of this Easement.

2. Grantee shall maintain the Facilities in a good and safe condition while they exist; and Grantee may install, maintain, operate, repair, replace, and remove the Facilities. All Facilities constructed or installed under the authority of this easement shall be the property of Grantee, other governmental entities entitled to use the Easement Area, or their successors and assigns, as their interests may appear.

3. If the surface of Grantor's Property or any portion thereof, or any landscaping, curbing, pavement, or other improvements thereon, shall be disturbed by installation, operation, maintenance, replacement or removal activities or other activities performed by or on behalf of Grantee, such surface and improvements shall be promptly restored by Grantee to substantially the condition in which they existed just prior to such disturbance, excepting any Facilities. Promptly following the performance of work by or on behalf of Grantee, Grantee shall remove from the Easement Area and surrounding land all equipment, materials, and debris resulting from or used in connection with such work.

4. Grantee shall not permit any mechanics', materialmen's, or other liens to be filed against Grantor's Property, or any part thereof, for work or materials furnished to Grantee in connection with this Easement; and Grantee agrees to indemnify, defend, and hold Grantor harmless from and against the same.

5. Grantor and Grantee shall each be responsible for their own acts and omissions. Regarding the Easement Area, Grantee is not responsible for any costs, damages, losses, demands, or obligations, relating to a release or threatened release of hazardous substances, pollutants, or contaminants prior to the date of this instrument or, except to the extent caused by Grantee, thereafter.

6. Grantee will indemnify, defend, and hold Grantor harmless from liabilities, damages, claims, costs, and other similar expenses that may be incurred by Grantor by reason of bodily injury or death of any person or damage to or destruction or loss of any property arising on or from the use by any user of the Facilities in the Easement Area ("Indemnified Claims") except where, and to the extent that, such liabilities, damages claims, costs, or similar expenses arise or result in whole or in part from the negligence or willful misconduct of Grantor or its officers, agents, employees, or invitees. Nothing in this agreement shall be construed as a waiver of Grantee's liability protections provided to it under Minnesota Statutes, Chapter 466, or other law. In case any action or proceeding is brought against Grantor by reason of any Indemnified Claims, the Grantee upon notice from Grantor shall defend such action or

proceeding at Grantee's sole cost and expense by legal counsel reasonably satisfactory to Grantor.

7. This Easement runs with the land and is binding upon the Grantor, its successors and assigns.

8. Grantor agrees it will not plant trees or shrubbery or place any objects or structures within the Easement Area or use or cause the use of the Easement Area for any purpose that will interfere with the rights granted by the Easement of the permitted use of the Easement Area as described in this agreement.

9. Grantor warrants it is the owner in fee and in possession of Grantor's Property and that Grantor has the good and lawful right to convey the Easement to Grantee.

10. This Agreement shall be construed and governed by the laws of the State of Minnesota.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date first above written.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGE TO TRAIL EASEMENT

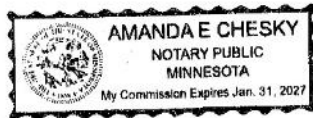
GRANTOR:

Crystal Village Townhome Association, Inc.,
a Minnesota nonprofit corporation

Lenny Berg
By: *Lenny Berg*
Its: President

STATE OF MINNESOTA)
COUNTY OF Carver) ss.

The foregoing instrument was acknowledged before me this 1 day of ^{February}~~January~~, 2024,
by Lenny Berg, the President of Crystal Village Townhome Association, Inc., a Minnesota
nonprofit corporation, for and on behalf of the nonprofit corporation.

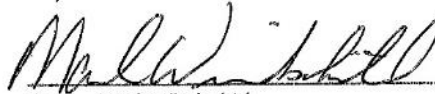


A Chesky
Notary Public

SIGNATURE PAGE TO TRAIL EASEMENT

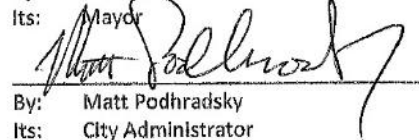
GRANTEE:

City of Chaska



By: Mark Windschitl

Its: Mayor

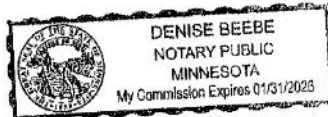


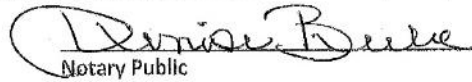
By: Matt Podhradsky

Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this 9th day of Feb. ~~January~~, 2024,
by Mark Windschitl and Matt Podhradsky, the Mayor and City Administrator, respectively, of
the City of Chaska, a Minnesota municipal corporation, on behalf of the municipal corporation.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, MN 55387-1023
(952) 442-7700 (CLM)

EXHIBIT A

Legal Description of Easement Area

That portion of Lot 39, Block 1, CRYSTAL VILLAGE, according to the recorded plat thereof, Carver County, Minnesota, lying northeasterly of a line described as follows:

Commencing at the northeasterly corner of said Lot 39; thence southwesterly, on an assumed bearing of South 51 degrees 19 minutes 31 seconds West, along the northwesterly line of said Lot 39, a distance of 235.98 feet to the point of beginning of the line to be described; thence South 38 degrees 40 minutes 29 seconds East a distance of 146.00 feet to the northeasterly line of said Lot 39, said line there terminating.

EXCEPTING THEREFROM the existing trail easement shown on said plat of CRYSTAL VILLAGE, according to that certain Trail, Light Rail and Landscaping Easement on file with the Carver County Recorder's office as Document No. 189987.

EXHIBIT B
Diagram of Easement Area

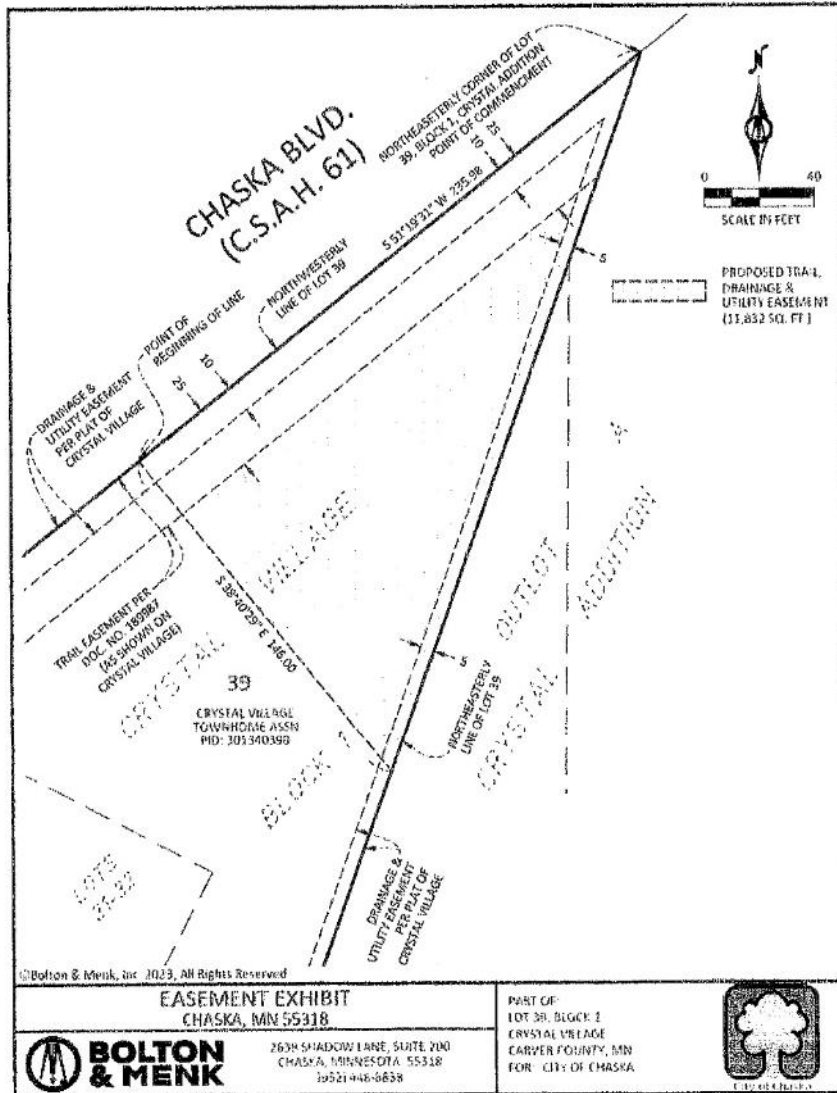


EXHIBIT I

(Legal Description of City Property)

[Obtain and insert legal description.]

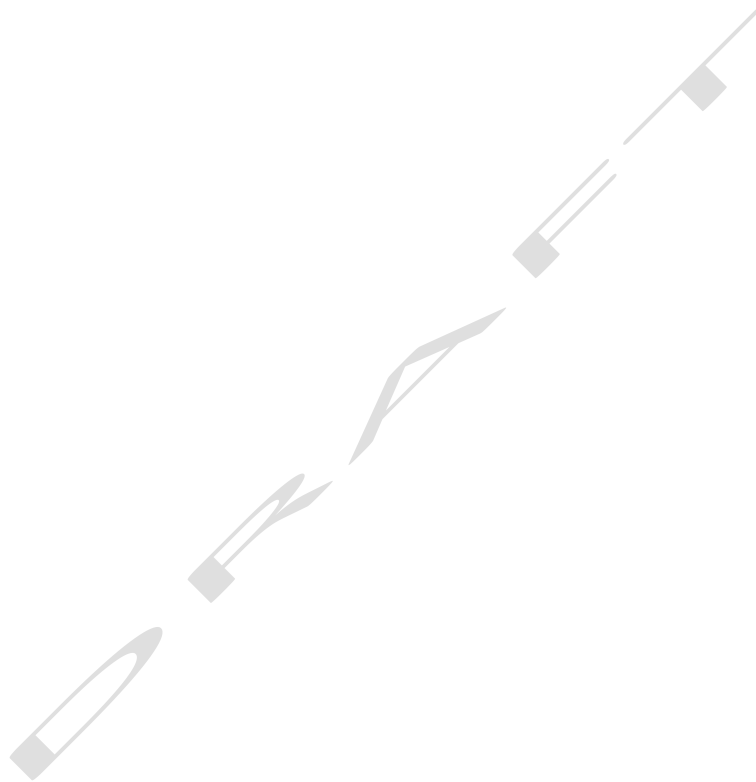


EXHIBIT J

(Depiction of Lift Station Permit Area)



EXHIBIT K

(Form of Permanent Transportation Easement)

PERMANENT TRANSPORTATION EASEMENT AGREEMENT

This Permanent Transportation Easement Agreement, (“**Agreement**”), is entered between Carver County Regional Railroad Authority, a governmental subdivision and municipal corporation organized and existing pursuant to Minnesota Statutes Chapter 398A and County Board Resolution # 79-87, (“**CCRRA**”), and the County of Carver, a governmental subdivision and municipal corporation under the laws of the State of Minnesota, (“**CARVER COUNTY**”).

RECITALS

WHEREAS, CCRRA is the record owner pursuant to Minnesota Statute Chapter 398A of two parcels of vacant real property comprising 1.5 miles of a former railroad corridor from 1st Street West to York Street in Chaska, Carver County, Minnesota; comprising that part of the parcel identified by Tax Parcel Identification Number 30.9990600 lying northeast of 1st Street West and all of the parcel identified by Tax Parcel Identification Number 30.9990500; and said larger parcels which are depicted in Exhibit A, and which is legally described in Exhibit B, both exhibits attached hereto and incorporated hereinafter, “**Property**”; and

WHEREAS, the Property is encumbered, in part, by terms and conditions that run with the land, and which require the Property to be preserved for future transportation system purposes or uses, including but not limited to use as a bus transit system, freight rail, and a light rail transit system, and for the location of communication, storm sewer, sanitary sewer, and water facilities, ground surface drainage ways, and other public improvement utilities, “**Future Transportation Use**,” and which allow the Property to be used in the interim for a public recreational trail, including but are not limited to foot travel, bicycle travel, and inline skating, “**Interim Recreational Trail Use**”; and

WHEREAS, the Property is encumbered, in part, by legally binding agreements with private and public utilities, and licenses, which run with the land, and allow said utilities and licensees to cross over, under, upon and through the Property, “**Utility and Licenses**”; and

WHEREAS, the City of Chaska, a governmental subdivision and municipal corporation under the laws of the State of Minnesota, (“**CITY**”), and CARVER COUNTY collaborated to reconstruct, expand, and improve a portion of Minnesota State Highway 41, (“**TH41**”), and County State Aid Highway 61, (“**CSAH 61**”), as part of the first phase of the CITY’s Downtown Highway 41 Project, (“**Phase 1 Project**”); and

WHEREAS, CCRRA and the CITY entered into an Underpass and Recreational Trail Agreement dated March 21, 2023, (“**Phase 1 Trail Agreement**”), which allowed the CITY to construct a recreational trail, underpass, and make other related improvements according to the Phase 1 Plans, (“**Phase 1 Trail Improvements**”), as part of the Phase 1 Project; and

WHEREAS, CCRRA, CARVER COUNTY, and the CITY collaborated, in part, to reconstruct, extend, and improve an additional segment of the Minnesota River Bluffs Regional Trail located in Chaska, Carver County, Minnesota (“**Phase 2 Project**”), which improvements are the referred to herein as the “**Phase 2 Trail Extension and Improvements**”; and

WHEREAS, the Phase 1 Trail Improvements and the Phase 2 Trail Extension and Improvements are, collectively, referred to herein as the “**Regional Trail Improvements**”; and

WHEREAS, the Regional Trail Improvements benefit CCRRA and CARVER COUNTY; and

WHEREAS, CCRRA and CARVER COUNTY desire to cooperate with one another regarding the Phase 2 Project, to ensure that the Phase 2 Trail Extension and Improvements do not interfere with any Future Transportation Use, any Utility and Licenses, or any other permitted uses of the Property; and

WHEREAS, CCRRA desires to convey a non-exclusive Permanent Transportation Easement to CARVER COUNTY to effectuate and facilitate either the CITY’s initial construction of the improvements of the Phase 2 Project on the Property or to facilitate the performance of the ongoing maintenance, operation, repair, and use of the Regional Trail Improvements, subject to the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other Party as contained herein, and for other good and valuable consideration, the receipt and sufficiency of which CCRRA and CARVER COUNTY hereby acknowledge, CCRRA and CARVER COUNTY hereby covenant and agree as follows.

AGREEMENT

1. Regarding the Property, the CCRRA hereby assigns to CARVER COUNTY all of the CCRRA’s benefits and obligations under that certain Joint Powers Agreement for Construction, Operation, Maintenance, and Repair of Chaska Segment Of Minnesota River Bluffs Regional Trail dated effective _____, 2024 (the “**Trail JPA**”). Regarding the Property, CARVER COUNTY hereby assumes all such benefits and obligations. CCRRA further bargains, grants, and conveys unto CARVER COUNTY, a (“**Permanent Transportation Easement**”), over, under, across and upon across that tract of the Property that is generally depicted in Exhibit C and legally described in Exhibit D, both exhibits attached hereto and incorporated herein, “**Easement Tract**,” for the purposes of allowing CARVER COUNTY to:
 - A. Authorize the CITY to construct any Phase 2 Trail Extension and Improvements not yet constructed; and
 - B. Authorize the CITY to perform the CITY’s maintenance, operation, and repair obligations for the Regional Trail Improvements; and

- C. Authorize the CITY to perform any other activity or activities on the Property, which are reasonably related and necessary for the construction, and the ongoing maintenance, operation, repair, and use of the Regional Trail Improvements; and
 - D. Authorize the CITY to perform any other activity or activities, which are reasonably related and necessary to the construction, maintenance, operation, repair, and use of the Regional Trail Improvements; and
 - E. Perform CARVER COUNTY's maintenance, operation, and repair obligations of the Regional Trail Improvements; and
 - F. Perform any other activity which is reasonably related and necessary to the construction, the ongoing maintenance, operation, repair, and use of the Regional Trail Improvements, as requested by CARVER COUNTY and as approved by CCRRA, both in writing.
 - G. The Permanent Transportation Easement also includes, but is not limited to, the right of CARVER COUNTY, its employees, contractors, and agents to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the Easement Tract, any public roadway, storm sewer, sanitary sewer, and water facilities; ground surface drainage ways, sidewalks, retaining walls as necessary to provide lateral support to adjacent public improvements, traffic signals and traffic signage, or other public facilities or improvements of any type that are not inconsistent with a Future Transportation Use; together with the right to place or store snow removed or plowed from the adjacent public street or trail; and also the right to cut, trim, or remove any trees, shrubs, or other vegetation from the Easement Tract that in the reasonable judgment of CARVER COUNTY, unreasonably interferes with CARVER COUNTY's permitted uses of the Easement Tract or facilities located with the Easement Tract.
- 2. Subject to the terms and conditions of this Agreement, CARVER COUNTY, its employees, contractors, agents, and invitees shall have the right under the Permanent Transportation Easement to enter onto, over, under, across and upon said Easement Tract to authorize the CITY to construct, the Phase 2 Trail Extension and Improvements according to the plans the CITY and CARVER COUNTY approved for the Phase 2 Trail Extension and Improvements, ("**Phase 2 Plans**"), and any amendments thereto approved in writing by the CITY and CARVER COUNTY.
 - 3. Subject to the terms and conditions of this Agreement, CARVER COUNTY, its employees, contractors, agents, and invitees shall have the right under the Permanent Transportation Easement to enter onto, over, under, across and upon said Easement Tract to inspect, maintain, repair, operate, and use the Phase 2 Trail Extension and Improvements.
 - 4. CARVER COUNTY shall not interfere with any Future Transportation Use.
 - 5. CARVER COUNTY acknowledges that the Property is encumbered, in part, by legally binding agreements with private and public utilities, and licenses, which run with the land, and allow said utilities and licensees to cross over, under, upon and through the Property,

“Utility and Licenses.” CARVER COUNTY shall properly locate and protect all such utilities on the Property prior to, and during any construction, modification, relocation and use of the Phase 1 Trail Improvements and Phase 2 Trail Extension and Improvements and CARVER COUNTY shall not interfere with any such licenses. CARVER COUNTY must protect all existing utilities, including fiber optics, waterways, and drainage lines.

6. Any rights granted to CARVER COUNTY under this Agreement are subject to and subordinate to any existing rights of way, the Utility and Licenses, whether or not of record, for highway, roads, railroads, public and private utilities, pipelines, canals, laterals, ditches, fiber optics, electrical, or other transmission lines.
7. CARVER COUNTY shall abide by all local, state, and federal ordinance, regulations, and laws in the exercise of any of the rights granted herein.
8. CARVER COUNTY accepts said Easement Tract subject to any want or failure at any time of CCRRA’s title to said Easement Tract or any part thereof, and CARVER COUNTY shall assume any damages sustained by CARVER COUNTY in connection therewith.
9. CARVER COUNTY accepts said Easement Tract subject to and subordinate to the rights of any party, including CCRRA, in and to any roadways, easements, licenses, leases, permits, whenever granted, except that any subsequent grant shall not unreasonably interfere with CARVER COUNTY’s use of the Easement Tract pursuant to the terms of this Agreement.
10. CARVER COUNTY accepts the condition of the Property and the Easement Tract, including specifically without limitation, the environmental and geological condition of the Property, in an “AS-IS” and with “ALL FAULTS” condition.

CARVER COUNTY’s execution of this Agreement shall represent CARVER COUNTY’s acknowledgement and agreement that:

- (i) CCRRA has not made any written or oral representation or warranty of any kind with respect to the Property, or the Easement Tract (including without limitation express or implied warranties of merchantability, or fitness for a particular purpose); and
- (ii) CARVER COUNTY has not relied upon any written or oral representation made by CCRRA, its agents or employees, with respect to the condition of the Property or the Easement Tract granted herein; and
- (iii) CARVER COUNTY had an adequate opportunity to inspect the condition of the Easement Tract, including without limitation any environmental testing, and to inspect documents applicable thereto, and CARVER COUNTY is relying solely on such inspection and testing, if any; and
- (iv) The condition of the Property and the Easement Tract is fit for CARVER COUNTY’s intended use and enjoyment.

11. By entering this Agreement, CARVER COUNTY accepts and acknowledges that CCRRA makes no representation or warranty as to the condition of the Property or its suitability for the construction and placement of the Regional Trail Improvements, or for any other purposes allowed by this Agreement.
12. CCRRA reserves the right to use, encumber, and occupy the Property in the future, and the right to agree to other uses, encumbrances, and occupations of the Property, provided that any such use, encumbrance, and occupation of the Property does not unreasonably interfere with the rights and obligations granted under this Agreement, or any amendment thereto approved in writing by CCRRA and CARVER COUNTY.
13. CARVER COUNTY shall exercise its rights to the Easement Tract in such a manner as to facilitate and be compatible with CCRRA's use of the Property for Future Transportation Use.
14. In the event that the Property is needed in the future for any Future Transportation Use that is inconsistent with the existence, location, or use of any of the Regional Trail Improvements, CCRRA shall not be responsible for the cost of any necessary modification or relocation of any of the Regional Trail Improvements.
15. CARVER COUNTY shall defend, indemnify, and hold harmless CCRRA, its officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CARVER COUNTY, a contractor, subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be legally responsible for in the exercise of the rights granted by this Agreement, and against all loss by reason of the failure of CCRRA to perform any obligation under this Agreement. CARVER COUNTY'S liability shall be governed and limited by Minnesota Statutes Chapter 466, and any other applicable laws.
16. Neither CCRRA nor CARVER COUNTY waives any immunities, defenses, or defenses on liability to the parties in law or equity. CCRRA and CARVER COUNTY expressly agree that the terms of this Agreement shall not be construed to affect any waiver, including those of protections set forth in Minnesota Statutes, Chapters 466.
17. CCRRA and CARVER COUNTY understand and agree that this instrument covers all of the agreements and stipulations between CCRRA and CARVER COUNTY, excepting only the Trail JPA to which this Agreement is subordinate, and that no other representation or statements, written or oral, have been made modifying, adding to, or changing the terms hereof.
18. The CITY is an intended third-party beneficiary of this Agreement. Except as provided in the immediately preceding sentence, the terms of this Agreement are not intended to, nor do any of the terms create any third-party beneficiary rights.
19. CARVER COUNTY shall not assign or transfer this Agreement without the prior written

consent of CCRRA and the CITY (as required by the Trail JPA), excepting CARVER COUNTY may allow the CITY to enjoy certain rights in accordance with the terms and conditions of this Agreement.

20. The rights granted herein may be exercised at any time subsequent to the full execution of this Agreement.
21. This Agreement shall run with the land and be binding upon the successors and assigns of CCRRA and CARVER COUNTY.

IN WITNESS WHEREOF, said CCRRA and CARVER COUNTY have caused this instrument to be executed the day and year written immediately below.

GRANTOR:

Dated: _____, 2024

By: _____
Gayle Degler, Chair
Carver County Regional Railroad Authority

Dated: _____, 2024

By: _____
Dave Hemze, Administrator
Carver County Regional Railroad Authority

☐ Check here if part or all of the land is Registered (Torrens)

This Instrument Was Drafted By/Shall be Returned To:
Office of Carver County Attorney
Carver County Government Center
604 East Fourth Street
Chaska, MN 55318

[ACKNOWLEDGEMENTS FOLLOW NEXT PAGE]

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by Gayle Degler, Chair of the Carver County Regional Railroad Authority, on behalf of such
Authority.

(stamp)

(signature of notarial officer)

Title (and Rank) _____

My Commission Expires _____
(month/ day/ year)

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____,
2024, by Dave Hemze, Administrator of the Carver County Regional Railroad Authority, on
behalf of such Authority.

(stamp)

(signature of notarial officer)

Title (and Rank) _____

My Commission Expires _____
(month/ day/ year)

GRANTEE:

Dated: _____, 2024

By: _____
Dave Hemze
Carver County Administrator

Dated: _____, 2024

By: _____
Gayle Degler, Chair
Carver County Board of Commissioners

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024,
by Gayle Degler, Chair of Carver County Board of Commissioners, on behalf of Carver County.

(stamp)

(signature of notarial officer)

Title (and Rank) _____

My Commission Expires _____
(month/ day/ year)

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss
COUNTY OF COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____,
2024, by Dave Hemze, Carver County Administrator, on behalf of Carver County.

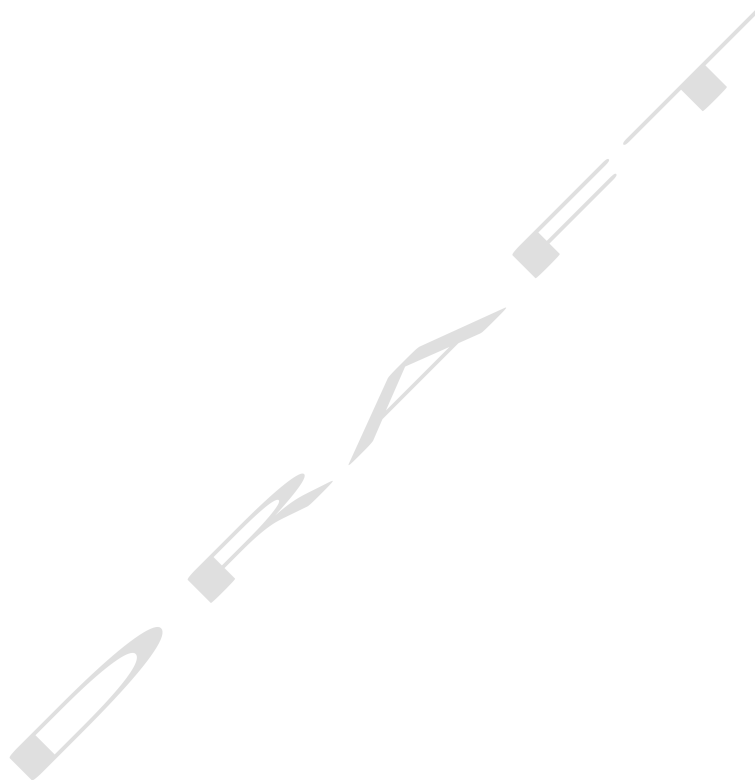
(stamp)

(signature of notarial officer)

Title (and Rank) _____

My Commission Expires _____
(month/ day/ year)

[Before recording each respective easement, attach applicable legal descriptions and diagrams as described in the Joint Powers Agreement for Construction, Operation, Maintenance, and Repair of Chaska Segment of Minnesota River Bluffs Regional Trail.]



(Cost Allocation Diagrams)





EXHIBIT M

(Estimated Project Costs)



MN River Bluffs Regional Trail Cost & Funding Summary August 1, 2024

Funding Source			Total Estimated Cost	Federal Funds (80%)	City of Chaska	Carver County
Federal Grant = \$1,557,040 Federal Funds (80%) = \$1,245,632 Local Match (20%) = \$311,408					(requires 20% match)	
				\$1,245,632	\$311,408	
MN River Bluffs Regional Trail		Bridge	\$380,000	\$1,224,000	\$11,500	\$294,500
		Trail (Regional)	\$1,092,500			
		Trail (Local Trail Connection) (Federal)	\$57,500			
		Construction Costs (Federal Trail)		\$1,530,000	\$1,224,000	\$11,500
		Landscaping (Plantings - Screening) (100% County)	\$144,000			\$144,000
		Landscaping (Plantings - Aesthetics) (50/50 City/County)	\$158,000		\$79,000	\$79,000
		Streetscape (City Kiosk & Wayfinding Signage) (100% City)	\$134,000		\$134,000	
		Construction Costs (Landscaping/Streetscape)		\$436,000		\$213,000
		Easements (Regional Trail)	\$41,000			\$41,000
		Easements (Local Trail Connection)	\$59,300		\$59,300	
		Right-of-Way Services (50/50 City/County)	\$20,000		\$10,000	\$10,000
		Right of Way Costs		\$120,300		\$69,300
		Design Engineering (Regional Trail) (City Fixed \$4000, Remainder County)	\$500,600		\$4,000	\$496,600
		Design Engineering (Landscaping/Wayfinding) (50/50 City/County)	\$93,500		\$46,750	\$46,750
		Construction Administration (Split by % Construction) (89/11 City/County)	\$428,000		\$48,900	\$379,100
		Legal (50/50 City/County)	\$10,000		\$5,000	\$5,000
		Professional Services Costs (federal funds match)		\$1,032,100		\$104,650
	Total Project Cost			\$3,118,400	\$1,224,000	\$398,450

\\burnsville4\h\CHKA\074130153\3_Design\A_Calculations\Cost Estimate\2024-08-01 Chaska Regional Trail Cost & Funding Summary.xlsx\Summary

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

August 5, 2024

Paid and Unpaid Invoices:

Check #'s 352331-352569

\$2,821,786.96

Paid Electronic Invoices:

Wire #'s 4234-4269

\$6,483,570.29

Amount for Approval-Council Meeting:

August 5, 2024

\$9,305,357.25

City of Chaska

VENDOR INVOICE LIST

Checks

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
112113 100T01-NET										
080724		07/10/2024	080624	352391	500.00	500.00	08/15/2024	INV	PD	Russell Schmidt Trio a
CHECK DATE: 08/06/2024										
100016 ABM EQUIPMENT & SUPPLY INC										
0179174-IN		07/19/2024	080624	352392	1,188.65	1,188.65	08/19/2024	INV	PD	#711 ANNUAL BOOM INSP
CHECK DATE: 08/06/2024										
103825 ACUSHNET COMPANY										
918525459		07/18/2024	080624	352393	3,158.19	3,158.19	08/18/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
918546241		07/22/2024	080624	352393	747.77	747.77	08/21/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
918608277		07/30/2024	080624	352393	164.15	164.15	08/29/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
100843 AH HERMEL CANDY & TOBACCO CO					4,070.11					
1028055		07/11/2024	080624	352394	140.47	140.47	08/11/2024	INV	PD	WATER FOR FD
CHECK DATE: 08/06/2024										
1028088		07/10/2024	080624	352394	313.25	313.25	08/10/2024	INV	PD	Concession Resale
CHECK DATE: 08/06/2024										
1028584		07/12/2024	080624	352394	335.69	335.69	08/12/2024	INV	PD	Concession Resale
CHECK DATE: 08/06/2024										
1029120		07/17/2024	080624	352394	415.33	415.33	08/17/2024	INV	PD	Concession Resale
CHECK DATE: 08/06/2024										
1029644		07/19/2024	080624	352394	511.81	511.81	08/19/2024	INV	PD	Concession Resale
CHECK DATE: 08/06/2024										
100048 AIM ELECTRONICS INC					1,716.55					
45274		06/19/2024	073024	352349	1,277.52	1,277.52	07/19/2024	INV	PD	SUNSET PARK RADIOS (GE
CHECK DATE: 07/30/2024										
112134 ASC ACQUISITION COMPANY LLC										
29789		03/20/2024	080624	352395	1,205.00	1,205.00	07/27/2024	INV	PD	SIGNS FOR 41/61 STREET
CHECK DATE: 08/06/2024										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100073	AMARIL UNIFORM CO									
IV263251	CHECK DATE: 08/06/2024	07/11/2024	080624	352396	1,416.08	1,416.08	08/11/2024	INV	PD	L. SCHMIDT INITIAL FR
IV263253	CHECK DATE: 08/06/2024	07/11/2024	080624	352396	25.00	25.00	08/11/2024	INV	PD	C. SCHMIEG FR CLOTHING
					1,441.08					
100089	AMERICAN PRESSURE INC									
143327	CHECK DATE: 08/06/2024	07/11/2024	080624	352397	742.80	742.80	08/11/2024	INV	PD	PRESSURE WASHER WANDS
100102	ANCOM COMMUNICATIONS INC									
122757	CHECK DATE: 08/06/2024	07/23/2024	080624	352398	15.00	15.00	08/23/2024	INV	PD	SHIPPING FOR PAGER REP
100119	SHAKOPEE VALLEY FORD									
384740	FOV CHECK DATE: 08/06/2024	07/30/2024	080624	352399	338.31	338.31	08/30/2024	INV	PD	#2706 REAR BRAKE PADS/
100122	ARAMARK REFRESHMENT SERVICES									
2972357	CHECK DATE: 08/06/2024	07/26/2024	080624	352400	142.45	142.45	08/26/2024	INV	PD	Water Filters for coff
109198	ARCHER MECHANICAL									
31966	CHECK DATE: 08/06/2024	07/09/2024	080624	352401	4,148.10	4,148.10	08/09/2024	INV	PD	REPAIR CH AHU1 CONDENS
32005	CHECK DATE: 07/30/2024	07/03/2024	073024	352350	2,141.59	2,141.59	08/03/2024	INV	PD	HVAC PARTS/LODGE RTU
					6,289.69					
100146	ASPEN MILLS INC									
336495	CHECK DATE: 08/06/2024	07/24/2024	080624	352402	400.00	400.00	08/23/2024	INV	PD	DUTY UNIFORM-BONNEMA
336496	CHECK DATE: 08/06/2024	07/24/2024	080624	352402	1,044.63	1,044.63	08/23/2024	INV	PD	DUTY UNIFORM-DIRCKS-IN
336716		07/29/2024	080624	352402	1,641.94	1,641.94	08/28/2024	INV	PD	STOCK NAVY T-SHIRTS-FD

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/06/2024										
CM5174		07/25/2024	080624	352402	-59.99	-59.99	08/24/2024	CRM	PD	PANT RETURN-APELT
CHECK DATE: 08/06/2024										
					3,026.58					
100155 AUBURN MANOR										
AUG 2024	240002	08/01/2024	080624	352403	200.00	200.00	08/31/2024	INV	PD	AUG SENIOR CITIZEN DON
CHECK DATE: 08/06/2024										
105236 B & B TRANSFORMER INC										
29023	240175	06/27/2024	080624	352404	94,505.00	94,505.00	08/22/2024	INV	PD	TRN UG 2000KVA #601-21
CHECK DATE: 08/06/2024										
29047	240172	07/16/2024	080624	352404	18,495.00	18,495.00	08/16/2024	INV	PD	1 - TRN UG 150KVA 3PHS
CHECK DATE: 08/06/2024										
29064	240183	07/24/2024	080624	352404	18,495.00	18,495.00	08/24/2024	INV	PD	1 - TRN UG 150 KVA 3PH
CHECK DATE: 08/06/2024										
29077	240182	07/24/2024	080624	352404	17,312.00	17,312.00	08/24/2024	INV	PD	TRNS 5-37.5, 1-25 #'S
CHECK DATE: 08/06/2024										
29078	240184	07/24/2024	080624	352404	9,681.00	9,681.00	08/24/2024	INV	PD	3-TRN UG 50KVA #'S 220
CHECK DATE: 08/06/2024										
					158,488.00					
112170 BEAUDETTE, JENNIFER										
129299		07/17/2024	080624	352405	103.18	103.18	08/17/2024	INV	PD	MILEAGE-NIBRS TRNG-ST
CHECK DATE: 08/06/2024										
105265 BEEBE, DENISE										
129298		07/18/2024	080624	352406	35.24	35.24	08/18/2024	INV	PD	MILEAGE-CITY CLERKS MT
CHECK DATE: 08/06/2024										
100186 BELL LUMBER & POLE COMPANY										
INV-031982	240171	07/09/2024	080624	352407	16,610.00	16,610.00	08/09/2024	INV	PD	10 - POLE 40 CLASS 2 W
CHECK DATE: 08/06/2024										
105387 BENJAMIN BUS INC										
129190		07/12/2024	073024	352351	1,792.50	1,792.50	07/16/2024	INV	PD	Extreme Kids June Fiel
CHECK DATE: 07/30/2024										

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100188 BERRY COFFEE COMPANY										
1016671		07/24/2024	080624	352408	67.30	67.30	08/24/2024	INV	PD	CCC coffee
CHECK DATE: 08/06/2024										
100196 BIFFS INC										
INV19533		05/15/2024	073024	352352	400.00	400.00	06/12/2024	INV	PD	EMPTY FD BATHROOM TRAI
CHECK DATE: 07/30/2024										
INV20653		07/30/2024	080624	352409	400.00	400.00	08/30/2024	INV	PD	EMPTY FD BATHROOM TRAI
CHECK DATE: 08/06/2024										
100205 BMO HARRIS BANK N.A.										
33		07/12/2024	073024	352353	110,406.71	110,406.71	07/31/2024	INV	PD	PAYGO Note Payment #33
CHECK DATE: 07/30/2024										
102279 BOLTON & MENK INC										
0340603		07/19/2024	080624	352410	23,876.79	23,876.79	08/23/2024	INV	PD	2024 DT ST PROJECT
CHECK DATE: 08/06/2024										
0340679		07/19/2024	080624	352410	46,014.50	46,014.50	08/19/2024	INV	PD	TH 41 & CSAH 61 IMPROV
CHECK DATE: 08/06/2024										
0340838		07/23/2024	080624	352410	19,831.50	19,831.50	08/30/2024	INV	PD	MN RIVER BLUFFS REGION
CHECK DATE: 08/06/2024										
100214 BORDER STATES INDUSTRIES INC										
928695881		07/15/2024	080624	352411	235.13	235.13	08/25/2024	INV	PD	TIE WIRE
CHECK DATE: 08/06/2024										
928719682	240174	07/18/2024	080624	352411	912.30	912.30	08/25/2024	INV	PD	30 - SHOE STRAIGHT RUN
CHECK DATE: 08/06/2024										
928744154	240181	07/23/2024	080624	352411	597.00	597.00	08/25/2024	INV	PD	100 - CONNECT COMP (CO
CHECK DATE: 08/06/2024										
100226 BRAUN INTERTEC CORPORATION										
B392435		07/16/2024	080624	352412	223.50	223.50	08/16/2024	INV	PD	BAVARIA RD/INNSBRUCK D
CHECK DATE: 08/06/2024										
B392620		07/17/2024	080624	352412	4,039.50	4,039.50	08/17/2024	INV	PD	WELL 11 & 12

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/06/2024										
B393244		07/23/2024	080624	352412	282.50	282.50	08/23/2024	INV	PD	CREEK RD UTILITY & ST/
CHECK DATE: 08/06/2024										
100247 BROADWAY AWARDS INC					4,545.50					
55213		07/11/2024	080624	352413	334.50	334.50	08/11/2024	INV	PD	Safety Camp accessorie
CHECK DATE: 08/06/2024										
55255		07/22/2024	080624	352413	174.50	174.50	08/22/2024	INV	PD	TROPHIES FOR WATER FIG
CHECK DATE: 08/06/2024										
100254 BRYAN ROCK PRODUCTS INC					509.00					
65215		07/15/2024	080624	352414	518.00	518.00	08/15/2024	INV	PD	LANDSCAPE FOR MN RIVER
CHECK DATE: 08/06/2024										
100275 CALLAWAY GOLF										
938638487		07/16/2024	080624	352415	3,250.00	3,250.00	10/14/2024	INV	PD	RANGE BALLS
CHECK DATE: 08/06/2024										
100289 CARVER COUNTY RECORDER'S OFFICE										
Parcel 18		07/29/2024	080124	352386	52.65	52.65	07/31/2024	INV	PD	Record Quit Claim Deed
CHECK DATE: 08/01/2024										
100323 CDW GOVERNMENT INC										
SJ114825		07/16/2024	080624	352416	47.46	47.46	08/15/2024	INV	PD	ADAPTERS-IT INVENTORY
CHECK DATE: 08/06/2024										
SJ188285		07/17/2024	080624	352416	84.60	84.60	08/16/2024	INV	PD	PATCH CABLES-CURL AREN
CHECK DATE: 08/06/2024										
SJ90887		07/17/2024	080624	352416	831.59	831.59	08/16/2024	INV	PD	SCANNER-PD
CHECK DATE: 08/06/2024										
100332 CENTERPOINT ENERGY RESOURCES CORP					963.65					
109045922/JUN24		07/05/2024	072324	352340	7,005.55	7,005.55	08/02/2024	INV	PD	JUN 1661 PARK RIDGE DR
CHECK DATE: 07/23/2024										
109052076/JUN24		07/05/2024	072324	352340	2,958.69	2,958.69	08/02/2024	INV	PD	JUN 1611 PARK RIDGE DR
CHECK DATE: 07/23/2024										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
120014646/JUN24 CHECK DATE: 07/30/2024		07/05/2024	073024	352354	43.18	43.18	08/02/2024	INV	PD	JUN LOOP CLUBHOUSE GAS
120164413/JUN24 CHECK DATE: 07/30/2024		07/05/2024	073024	352354	123.90	123.90	08/02/2024	INV	PD	JUN LOOP MAINT BLDG GA
80000146268/JUN24 CHECK DATE: 07/23/2024		07/12/2024	072324	352340	1,065.51	1,065.51	08/08/2024	INV	PD	JUN GAS SVC
80000167793/JUN24 CHECK DATE: 07/23/2024		07/12/2024	072324	352340	59.85	59.85	08/08/2024	INV	PD	JUN CITY PKS GAS SVC
80000167843/JUN24 CHECK DATE: 07/23/2024		07/12/2024	072324	352340	1,471.14	1,471.14	08/08/2024	INV	PD	JUN GAS SVC
					12,727.82					
100337 QWEST CORPORATION										
313196254/JUL24 CHECK DATE: 07/23/2024		07/18/2024	072324	352341	288.10	288.10	08/12/2024	INV	PD	JUL CITY HALL LOC PHN
313249294/JUL24 CHECK DATE: 07/23/2024		07/11/2024	072324	352341	57.59	57.59	08/05/2024	INV	PD	JUL TC MAINT LOC PHN S
313408124/JUL24 CHECK DATE: 07/23/2024		07/11/2024	072324	352341	69.11	69.11	08/05/2024	INV	PD	JUL TC MAINT LOC PHN S
692655883 CHECK DATE: 07/16/2024		06/16/2024	071624-2	352331	2,500.00	2,500.00	07/16/2024	INV	PD	Meraki Wi-Fi Buyout fr
					2,914.80					
111217 CHASKA CAR WASH LLC										
5 CHECK DATE: 08/06/2024		07/15/2024	080624	352417	40.00	40.00	08/15/2024	INV	PD	Q2 Bldg Insp Car Washe
107163 CHASKA HEIGHTS SENIOR LIVING LLC										
13 CHECK DATE: 07/30/2024		07/12/2024	073024	352355	137,647.26	137,647.26	07/31/2024	INV	PD	PAYGO Note Payment-Cha
100362 CHASKA HIGH SCHOOL										
CHS Field Paint CHECK DATE: 08/06/2024		07/15/2024	080624	352418	2,172.50	2,172.50	08/15/2024	INV	PD	FIELD MARKING PAINT
100363 CHASKA HISTORICAL SOCIETY										
129217		07/16/2024	080624	352419	816.00	816.00	08/16/2024	INV	PD	Graveside Tales Tours

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/06/2024										
110240 CINTAS CORPORATION NO 2										
5220122654		07/11/2024	080624	352424	468.37	468.37	08/11/2024	INV	PD	MEDICAL SUPPLIES
CHECK DATE: 08/06/2024										
5220122688		07/11/2024	080624	352423	322.14	322.14	08/11/2024	INV	PD	FIRST AID SUPPLIES-CIT
CHECK DATE: 08/06/2024										
5220122696		07/11/2024	080624	352421	398.48	398.48	08/11/2024	INV	PD	FIRST AID SUPPLIES-CCC
CHECK DATE: 08/06/2024										
5221530410		07/22/2024	080624	352420	147.19	147.19	08/22/2024	INV	PD	MEDICAL SUPPLIES-FD
CHECK DATE: 08/06/2024										
5222953259		07/31/2024	080624	352422	212.25	212.25	08/31/2024	INV	PD	FIRST AID SUPPLIES-TC
CHECK DATE: 08/06/2024										
					1,548.43					
110539 CLARION EVENTS INC										
CIV00328354		06/17/2024	073024	352356	3,969.00	3,969.00	07/17/2024	INV	PD	FF TRAINING SUBSCRIPTI
CHECK DATE: 07/30/2024										
111222 CNH ARCHITECTS LTD										
3246		06/30/2024	073024	352357	28,766.85	28,766.85	07/29/2024	INV	PD	Public Safety Facility
CHECK DATE: 07/30/2024										
100428 COBRA GOLF INC										
G3782728		07/12/2024	080624	352425	1,790.94	1,790.94	10/10/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
G3822473		07/23/2024	080624	352425	106.46	106.46	09/21/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
G3822945		07/25/2024	080624	352425	100.14	100.14	09/23/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
G3824019		07/26/2024	080624	352425	168.28	168.28	08/25/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
X816522		07/17/2024	080624	352425	408.09	408.09	08/16/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
					2,573.91					
100768 CODE 4 SERVICES INC										

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9724		07/24/2024	080624	352426	471.33	471.33	08/23/2024	INV	PD	#104,#203 f IPAD M
CHECK DATE: 08/06/2024										
100436 COMCAST CORPORATION										
0055482/AUG24-FD		07/12/2024	080124	352387	6.81	6.81	08/06/2024	INV	PD	AUG FD CABLE
CHECK DATE: 08/01/2024										
0429414/JUL24-FD		07/04/2024	072324	352342	6.81	6.81	07/29/2024	INV	PD	JUL FD CABLE
CHECK DATE: 07/23/2024										
129212		07/09/2024	072324	352342	80.40	80.40	08/03/2024	INV	PD	Ju1 PD Cable
CHECK DATE: 07/23/2024										
210164868		07/15/2024	072324	352343	775.00	775.00	08/15/2024	INV	PD	JUL CITY HALL FIBER
CHECK DATE: 07/23/2024										
				869.02						
110285 COMMUNITYGIVING										
2024-2		07/18/2024	080624	352427	588.00	588.00	08/18/2024	INV	PD	Nick Mason Scholarship
CHECK DATE: 08/06/2024										
105466 COMPUTER INTEGRATION TECHNOLOGIES INC										
379609		07/15/2024	080624	352428	255.20	255.20	08/14/2024	INV	PD	AUG CYBER SECURITY TRA
CHECK DATE: 08/06/2024										
379831		07/15/2024	080624	352428	9,751.30	9,751.30	08/14/2024	INV	PD	JUL OFFICE 365 AGREEME
CHECK DATE: 08/06/2024										
				10,006.50						
106301 CORE AND MAIN LP										
V219662	240177	07/12/2024	080624	352429	7,513.44	7,513.44	08/12/2024	INV	PD	INVENTORY-METER HORNS/
CHECK DATE: 08/06/2024										
V258944	240178	07/18/2024	080624	352429	1,573.40	1,573.40	08/18/2024	INV	PD	INVENTORY-CURB STOP LI
CHECK DATE: 08/06/2024										
				9,086.84						
107208 CREEKS RUN PHASE II LLC										
13		07/12/2024	073024	352358	11,191.85	11,191.85	07/31/2024	INV	PD	PAYGO Note Payment-Cre
CHECK DATE: 07/30/2024										
100475 CRYSTEEL TRUCK EQUIPMENT INC										
FP195892		07/08/2024	080624	352430	1,411.68	1,411.68	08/08/2024	INV	PD	#104 TOOL BOXES

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CHECK DATE: 08/06/2024										
LP220273		07/17/2024	080624	352430	7,897.50	7,897.50	08/17/2024	INV	PD	#404 SHELVING/INSULATI
CHECK DATE: 08/06/2024										
112136 CTW					9,309.18					
39761		07/15/2024	080624	352431	11.62	11.62	08/15/2024	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/06/2024										
100555 D R HORTON INC										
1543 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
1547 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
1551 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
1555 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
1651 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
1659 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
1663 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
1664 OAK CREEK DR		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
3935 FOUNDERS PATH		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
4610 PERCHERON BLVD		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
4616 PERCHERON BLVD		07/30/2024	080624	352432	2,500.00	2,500.00	08/30/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
100490 DAKOTA SUPPLY GROUP					27,500.00					
S103864722.001	240185	07/09/2024	080624	352433	2,460.00	2,460.00	08/25/2024	INV	PD	INVENTORY-KAMSTRUP MET
CHECK DATE: 08/06/2024										

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100504 DAVE SCOTT										
129340		07/17/2024	080624	352434	1,770.00	1,770.00	08/17/2024	INV	PD	SOD FOR CART PATH REST
CHECK DATE: 08/06/2024										
129865		07/23/2024	080624	352434	1,770.00	1,770.00	08/23/2024	INV	PD	SOD FOR CART PATH REST
CHECK DATE: 08/06/2024										
129866		07/25/2024	080624	352434	1,446.00	1,446.00	08/25/2024	INV	PD	SOD FOR CART PATH REST
CHECK DATE: 08/06/2024										
					4,986.00					
111847 GREGORY WICKENHAUSER										
1155		07/11/2024	080624	352435	4,600.00	4,600.00	08/11/2024	INV	PD	412 OAK HILL TREE REMO
CHECK DATE: 08/06/2024										
100567 DVS RENEWAL										
D410780		07/16/2024	073024	352359	61.00	61.00	07/31/2024	INV	PD	Squad Registration- 12
CHECK DATE: 07/30/2024										
100570 DYNAMIC BRANDS LLC										
INV1735145		07/15/2024	080624	352436	2,532.02	2,532.02	11/12/2024	INV	PD	RENTAL PUSH CARTS
CHECK DATE: 08/06/2024										
100577 EASY PICKER GOLF PRODUCTS INC										
0208111-IN		07/12/2024	080624	352437	307.40	307.40	08/11/2024	INV	PD	PROXIMITY MARKERS
CHECK DATE: 08/06/2024										
0208253-IN		07/17/2024	080624	352437	93.53	93.53	08/16/2024	INV	PD	PROXIMITY PENS
CHECK DATE: 08/06/2024										
0208493-IN		07/23/2024	080624	352437	1,771.94	1,771.94	08/22/2024	INV	PD	RANGE PICKER PARTS
CHECK DATE: 08/06/2024										
					2,172.87					
100591 ELECTRICAL PRODUCTION SERVICES INC										
9623		06/25/2024	071824-2	352339	265.00	265.00	07/25/2024	INV	PD	WO# 16459 1019 BLUFF P
CHECK DATE: 07/18/2024										
112176 ELLIOTT, MICHELLE										
10008937		07/31/2024	080624	352438	456.12	456.12	08/31/2024	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/06/2024										
PAYEE: ELLIOTT, MICHELLE										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100602 EMERGENCY APPARATUS MAINTENANCE INC										
132359		07/16/2024	080624	352439	3,197.42	3,197.42	08/16/2024	INV	PD	#327 TANKER REPAIR
CHECK DATE: 08/06/2024										
132360		07/16/2024	080624	352439	5,074.84	5,074.84	08/16/2024	INV	PD	#328 LADDER REPAIR
CHECK DATE: 08/06/2024										
132750		07/18/2024	080624	352439	396.44	396.44	08/18/2024	INV	PD	E12 REPAIR PART
CHECK DATE: 08/06/2024										
					8,668.70					
110104 RAINY FALLS VENTURES LLC										
1,208		02/29/2024	073024	352360	155.00	155.00	04/16/2024	INV	PD	FF GEAR DECON, INTERES
CHECK DATE: 07/30/2024										
1,237		03/20/2024	072324-1	352348	113.00	113.00	04/20/2024	INV	PD	FF GEAR DECON & REPAIR
CHECK DATE: 07/23/2024										
1,246		03/20/2024	072324-1	352348	509.00	509.00	04/20/2024	INV	PD	FF GEAR DECON
CHECK DATE: 07/23/2024										
1493		07/18/2024	080624	352440	2,485.75	2,485.75	08/18/2024	INV	PD	FF GEAR DECON & REPAIR
CHECK DATE: 08/06/2024										
					3,262.75					
110568 KIRI ANN FAUL										
2026		07/09/2024	080624	352441	3,990.00	3,990.00	08/09/2024	INV	PD	PRE-EMPLOYMENT EVALUAT
CHECK DATE: 08/06/2024										
100649 FEDERAL EXPRESS CORPORATION										
8-562-37034		07/17/2024	072324	352344	76.52	76.52	08/01/2024	INV	PD	UB SHIPPING FROM US BA
CHECK DATE: 07/23/2024										
110169 FELHABER LARSON FENLON AND VOGT PA										
852624		07/08/2024	080624	352442	2,949.00	2,949.00	08/08/2024	INV	PD	DT TH 41 PROJECT-PROPE
CHECK DATE: 08/06/2024										
852625		07/08/2024	080624	352442	15,118.00	15,118.00	08/08/2024	INV	PD	MEADOW SPRING CHURCH C
CHECK DATE: 08/06/2024										
852626		07/08/2024	080624	352442	21,465.00	21,465.00	08/08/2024	INV	PD	JAMS PROPERTIES & SIEG
CHECK DATE: 08/06/2024										
852627		07/08/2024	080624	352442	1,094.00	1,094.00	08/08/2024	INV	PD	CHASKA RETAIL CONDEMNA

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/06/2024										
852628		07/08/2024	080624	352442	4,173.00	4,173.00	08/08/2024	INV	PD	GM DAVIS PROPERTIES CO
CHECK DATE: 08/06/2024										
100653	FERGUSON ENTERPRISES INC				44,799.00					
0742538		07/23/2024	080624	352443	199.99	199.99	08/23/2024	INV	PD	A/C REFRIGERANT
CHECK DATE: 08/06/2024										
112112	FOBBE CONTRACTING INC									
6701		06/28/2024	073024	352361	950.00	950.00	07/28/2024	INV	PD	VALLEY ST HYDRANT
CHECK DATE: 07/30/2024										
100693	FS3 INC									
89754	240173	07/18/2024	080624	352444	2,560.00	2,560.00	08/17/2024	INV	PD	8,000 - CONDUIT 1 1/4"
CHECK DATE: 08/06/2024										
89755		07/18/2024	080624	352444	1,350.00	1,350.00	08/17/2024	INV	PD	GROUND MATS
CHECK DATE: 08/06/2024										
89886		07/26/2024	080624	352444	2,700.00	2,700.00	08/25/2024	INV	PD	UTILITY MATS
CHECK DATE: 08/06/2024										
110270	GARTNER REFRIGERATION INC				6,610.00					
12451376		07/10/2024	080624	352445	1,556.00	1,556.00	08/10/2024	INV	PD	Bi-annual Curl Ctr Mai
CHECK DATE: 08/06/2024										
12451392		07/10/2024	080624	352445	2,980.00	2,980.00	08/10/2024	INV	PD	Bi-annual CCC Service
CHECK DATE: 08/06/2024										
112140	GENDE, AURELIO				4,536.00					
37614		07/15/2024	080624	352446	90.86	90.86	08/15/2024	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE: 08/06/2024										
112160	PT INTERMEDIATE HOLDINGS IV LLC									
6525112		07/09/2024	080624	352447	314.95	314.95	08/09/2024	INV	PD	ICE MACHINE REPAIR
CHECK DATE: 08/06/2024										
6525541		07/10/2024	080624	352447	139.95	139.95	08/10/2024	INV	PD	OAK 19 OVEN REPAIR
CHECK DATE: 08/06/2024										

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6527270 CHECK DATE: 08/06/2024		07/17/2024	080624	352447	1,315.53	1,315.53	08/17/2024	INV	PD	OAK 19 OVEN REPAIR
					1,770.43					
109953 SUMMER RUSTAD										
1472 CHECK DATE: 08/06/2024		07/26/2024	080624	352448	7,034.41	7,034.41	08/26/2024	INV	PD	TC GARDENING 4/30 TO 7
100759 WW GRAINGER INC										
9168462092 CHECK DATE: 07/30/2024		07/01/2024	073024	352363	519.29	519.29	07/31/2024	INV	PD	TRASH BAGS
9170412812 CHECK DATE: 07/30/2024		07/02/2024	073024	352362	109.60	109.60	08/02/2024	INV	PD	#127 DRIVE PULLEY BUSH
9178035946 CHECK DATE: 08/06/2024		07/11/2024	080624	352449	53.60	53.60	08/10/2024	INV	PD	FIREMAN'S PARK SPLASH
9182840950 CHECK DATE: 08/06/2024		07/16/2024	080624	352449	619.78	619.78	08/15/2024	INV	PD	WTP RPZ REPLACEMENT PA
9184420645 CHECK DATE: 08/06/2024		07/17/2024	080624	352449	104.25	104.25	08/16/2024	INV	PD	LION'S PARK WARMING HO
9190679382 CHECK DATE: 08/06/2024		07/23/2024	080624	352449	162.54	162.54	08/22/2024	INV	PD	MIRRORS AT WARMING HOU
					1,569.06					
112139 GUSTAFSON, DIANE										
10006055 CHECK DATE: 08/06/2024		07/15/2024	080624	352450	120.45	120.45	08/15/2024	INV	PD	METER DEPOSIT REFUND-3
100807 HARTMAN COMPANIES INC										
13797 CHECK DATE: 08/06/2024		07/24/2024	080624	352451	4,950.00	4,950.00	08/23/2024	INV	PD	HAZELTINE BLVD MEDIAN
100810 HAWKINS INC										
6807621 CHECK DATE: 08/06/2024		07/15/2024	080624	352452	30.00	30.00	08/29/2024	INV	PD	DEMURRAGE
6811460 CHECK DATE: 08/06/2024		07/16/2024	080624	352452	6,316.14	6,316.14	08/30/2024	INV	PD	WTP CHEMICALS
6824350		07/29/2024	080624	352452	7,610.46	7,610.46	09/12/2024	INV	PD	WTP CHEMICALS

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CHECK DATE: 08/06/2024										
100816 HAZELTINE NATIONAL GOLF COURSE					13,956.60					
102		07/29/2024	080624	352453	50,000.00	50,000.00	08/29/2024	INV	PD	INITIAL US AMATEUR DEP
CHECK DATE: 08/06/2024										
100827 HEGERS DAIRY LLC										
1357		07/16/2024	080624	352454	420.90	420.90	08/16/2024	INV	PD	Concession Resale
CHECK DATE: 08/06/2024										
1358		07/19/2024	080624	352454	212.31	212.31	08/19/2024	INV	PD	Concession Resale
CHECK DATE: 08/06/2024										
1359		07/23/2024	080624	352454	273.70	273.70	08/23/2024	INV	PD	Concession Resale
CHECK DATE: 08/06/2024										
100841 HERMANS LANDSCAPE SUPPLIES					906.91					
62151/1		07/30/2024	080624	352455	200.00	200.00	08/30/2024	INV	PD	FAIRWAY DOWN TREE DISP
CHECK DATE: 08/06/2024										
100848 HIGH TECH CLEANING INC										
20264		07/24/2024	080624	352456	1,312.47	1,312.47	08/24/2024	INV	PD	CITY HALL CLEANING SUP
CHECK DATE: 08/06/2024										
104159 HOFFMAN & MCNAMARA CO										
21123		06/30/2024	073024	352364	4,346.21	4,346.21	07/30/2024	INV	PD	41 STREETSCAPE IRRIGAT
CHECK DATE: 07/30/2024										
100859 HOISINGTON KOEGLER GROUP INC										
022-046-21		07/13/2024	080624	352457	511.25	511.25	08/13/2024	INV	PD	CITY SQUARE PARK RENOV
CHECK DATE: 08/06/2024										
023-068-6		07/13/2024	080624	352457	5,040.82	5,040.82	08/13/2024	INV	PD	ZONING CODE PHASE 1
CHECK DATE: 08/06/2024										
100872 HORNUNGS GOLF PRODUCTS INC					5,552.07					
704322		07/12/2024	080624	352458	120.45	120.45	08/12/2024	INV	PD	CART KEY TAGS
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105183 HUNKERD DOWN LLC										
129719 CHECK DATE: 08/06/2024		01/31/2024	080624	352459	400.00	400.00	08/14/2024	INV	PD	Summer Concert 8/14
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP										
2024/0712-ICMA CHECK DATE: 07/16/2024		07/12/2024	071624-2	352332	4,965.96	4,965.96	07/12/2024	INV	PD	071224 Payroll - 457 &
2024/0726-ICMA CHECK DATE: 07/30/2024		07/26/2024	073024	352365	4,965.96	4,965.96	07/26/2024	INV	PD	072624 Payroll - 457 &
					9,931.92					
104751 IMPACT MAILING OF MINNESOTA INC										
212032 CHECK DATE: 08/06/2024		07/30/2024	080624	352460	8,937.18	8,937.18	08/30/2024	INV	PD	Jul Bills
212045 CHECK DATE: 08/06/2024		07/19/2024	080624	352460	1,482.44	1,482.44	08/19/2024	INV	PD	Jul Reminders
212047 CHECK DATE: 08/06/2024		07/23/2024	080624	352460	652.59	652.59	08/23/2024	INV	PD	Jul Final Bills
					11,072.21					
105848 INNOVATIVE OFFICE SOLUTIONS LLC										
IN4588355 CHECK DATE: 08/06/2024		07/17/2024	080624	352461	58.50	58.50	08/16/2024	INV	PD	Pad holders for the au
111878 J & M GOLF INC										
0705753-IN CHECK DATE: 08/06/2024		07/17/2024	080624	352462	730.72	730.72	08/17/2024	INV	PD	LOOP RESALE
100945 JERRYS TRANSMISSION SERVICE INC										
0043369 CHECK DATE: 08/06/2024		07/17/2024	080624	352463	555.17	555.17	08/17/2024	INV	PD	#311 A/C PARTS/REPAIR
102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC										
24226291 CHECK DATE: 08/06/2024		07/15/2024	080624	352464	1,780.80	1,780.80	08/15/2024	INV	PD	Annual wet sprinkler t

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108948	AUDRANN INC									
1483406		07/23/2024	080624	352465	44.72	44.72	09/06/2024	INV	PD	HVAC STOCK SUPPLIES
CHECK DATE:	08/06/2024									
112175	KROENING, KARNA									
34964		07/31/2024	080624	352466	78.18	78.18	08/31/2024	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE:	08/06/2024									
103247	RACHAEL KROOG									
07.2024		07/15/2024	080624	352467	200.00	200.00	08/15/2024	INV	PD	Pickleball Lessons - I
CHECK DATE:	08/06/2024									
112143	KROSTUE, MITCHELL									
39369		07/15/2024	080624	352468	241.69	241.69	08/15/2024	INV	PD	METER DEPOSIT REFUND-1
CHECK DATE:	08/06/2024									
39369-2		07/31/2024	080624	352469	241.69	241.69	08/31/2024	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE:	08/06/2024									
112142	KRUGER, SALLY				483.38					
38792		07/15/2024	080624	352470	157.14	157.14	08/15/2024	INV	PD	METER DEPOSIT REFUND-4
CHECK DATE:	08/06/2024									
111741	KTJ 376 LLC									
3		07/12/2024	073024	352366	145,691.33	145,691.33	07/31/2024	INV	PD	PAYGO Note Payment-Cha
CHECK DATE:	07/30/2024									
BLDG 2-1		07/12/2024	073024	352366	107,798.99	107,798.99	07/31/2024	INV	PD	PAYGO Note Payment-Cha
CHECK DATE:	07/30/2024									
101022	KUSSKE CONSTRUCTION COMPANY LLC				253,490.32					
53290120-1		07/23/2024	080624	352471	564,964.27	564,964.27	08/23/2024	INV	PD	BAVARIA RD TURN LANES
CHECK DATE:	08/06/2024									
101043	LANO EQUIPMENT INC									
01-1087882		07/11/2024	080624	352472	427.71	427.71	08/11/2024	INV	PD	#129 FLAT FACE HYD FIT
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
01-1089562 CHECK DATE: 08/06/2024		07/18/2024	080624	352472	39.99	39.99	08/18/2024	INV	PD	#236 HYDRO DRIVE BELT
01-1090516 CHECK DATE: 08/06/2024		07/23/2024	080624	352472	1,289.42	1,289.42	08/23/2024	INV	PD	#702 TRACKS
01-1090712 CHECK DATE: 08/06/2024		07/23/2024	080624	352472	713.18	713.18	08/23/2024	INV	PD	#182 ASPHALT PLANER RE
					2,470.30					
112172 LARSON, SHAWN 2014092.002 CHECK DATE: 08/06/2024		07/26/2024	080624	352473	500.00	500.00	08/26/2024	INV	PD	RFD DAMAGE DEPOSIT-WED PAYEE: LARSON, SHAWN
101050 LAW ENFORCEMENT LABOR SERVICES INC										
JUL-24 CHECK DATE: 07/16/2024		07/12/2024	071624-2	352333	1,974.00	1,974.00	07/12/2024	INV	PD	JUL-24 Police Union Du
112169 KELVIN L LEMKE										
MN River Bluffs Trl CHECK DATE: 07/30/2024		07/02/2024	073024-2	352383	3,500.00	3,500.00	07/31/2024	INV	PD	Wetland Bank Credit Pu
101071 LENZEN CHEVROLET BUICK INC										
324144 CHECK DATE: 07/30/2024		07/01/2024	073024	352367	472.11	472.11	08/01/2024	INV	PD	#303 ECM REPROGRAM
324666 CHECK DATE: 08/06/2024		07/17/2024	080624	352474	50.00	50.00	08/17/2024	INV	PD	#1222 WARRANTY & BATTE
					522.11					
111843 JEFFREY LENZMEIER 129032 CHECK DATE: 08/06/2024		07/09/2024	080624	352475	2,900.00	2,900.00	08/09/2024	INV	PD	June 2024 Art Camps
112144 LIONS SHARE MAINTENANCE										
40080 CHECK DATE: 08/06/2024		07/15/2024	080624	352476	955.85	955.85	08/15/2024	INV	PD	METER DEPOSIT REFUND-P
110118 LOCKRIDGE GRINDAL NAUEN PLLP										
115691 CHECK DATE: 07/30/2024		07/01/2024	073024	352368	3,333.33	3,333.33	08/01/2024	INV	PD	JUL LOBBYIST FOR CITY

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103842	LOCAL GOVERNMENT INFORMATION SYSTEMS									
38001		07/01/2024	080624	352477	2,608.00	2,608.00	08/23/2024	INV	PD	Q3 SA SUPPORT
CHECK DATE:	08/06/2024									
105710	MACQUEEN EMERGENCY GROUP									
P32313		07/10/2024	080624	352478	1,190.00	1,190.00	08/10/2024	INV	PD	FF GEAR-GLOBE HOOD BAR
CHECK DATE:	08/06/2024									
P32380		07/10/2024	080624	352478	417.39	417.39	08/10/2024	INV	PD	FF HELMETS
CHECK DATE:	08/06/2024									
P32787		07/17/2024	080624	352478	1,637.64	1,637.64	08/17/2024	INV	PD	HELMETS FOR CAPTAINS
CHECK DATE:	08/06/2024									
P33282		07/26/2024	080624	352478	36.39	36.39	08/26/2024	INV	PD	FIRE HOSE PARTS
CHECK DATE:	08/06/2024									
P33333		07/26/2024	080624	352478	3,573.90	3,573.90	08/26/2024	INV	PD	FF BOOTS
CHECK DATE:	08/06/2024									
					6,855.32					
103449	MADDEN GALANTER HANSEN LLP									
129184		04/15/2024	073024	352369	202.00	202.00	05/15/2024	INV	PD	MAR LEGAL, INTEREST
CHECK DATE:	07/30/2024									
101154	MCFOA									
129852		07/31/2024	080624	352479	50.00	50.00	08/31/2024	INV	PD	MCFOA - Athenian Dialo
CHECK DATE:	08/06/2024									
110049	MELBERG, KELSEY									
129300		07/17/2024	080624	352480	103.18	103.18	08/17/2024	INV	PD	MILEAGE-NIBRS TRGN-ST
CHECK DATE:	08/06/2024									
101168	MELCHERT HUBERT SJODIN PLLP									
174997		07/23/2024	080624	352481	976.50	976.50	08/23/2024	INV	PD	GENERAL FUND
CHECK DATE:	08/06/2024									
174998		07/23/2024	080624	352481	535.42	535.42	08/23/2024	INV	PD	COUNCIL MTGS
CHECK DATE:	08/06/2024									
174999		07/23/2024	080624	352481	412.30	412.30	08/23/2024	INV	PD	ELECTRIC DEPARTMENT
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175000 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	1,013.39	1,013.39	08/23/2024	INV	PD	ENERGY FRANCHISE ORDIN
175001 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	137.50	137.50	08/23/2024	INV	PD	HWY 41 DT REDEVELOPMEN
175002 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	41.25	41.25	08/23/2024	INV	PD	KRUSE EASEMENTS
175003 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	302.50	302.50	08/23/2024	INV	PD	COSTCO/CONTINENTAL/OAK
175004 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	27.50	27.50	08/23/2024	INV	PD	RIVERTOWN HEIGHTS
175005 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	737.80	737.80	08/23/2024	INV	PD	CCC
175006 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	866.25	866.25	08/23/2024	INV	PD	PUBLIC SAFETY BUILDING
175007 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	1,100.00	1,100.00	08/23/2024	INV	PD	MUELLER SYSTEMS ARBITR
175008 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	3,326.20	3,326.20	08/23/2024	INV	PD	MN RIVER BLUFFS REGION
175009 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	741.00	741.00	08/23/2024	INV	PD	WETLAND BANK
175010 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	410.40	410.40	08/23/2024	INV	PD	SECTION 201 PROJECT DE
175011 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	57.00	57.00	08/23/2024	INV	PD	82ND ST W PROJECT
175012 CHECK DATE: 08/06/2024		07/23/2024	080624	352481	2,530.00	2,530.00	08/23/2024	INV	PD	HIGHPOINT VISTAS
					13,215.01					
112166 MELLGREN, JAYSEN										
2014073.002 CHECK DATE: 08/06/2024		07/18/2024	080624	352482	100.00	100.00	08/18/2024	INV	PD	RFD SAFETY CAMP WITHDR
					PAYEE: MELLGREN, JAYSEN					
101187 METRO SALES INC										
INV2558162 CHECK DATE: 07/30/2024		07/05/2024	073024	352370	163.00	163.00	08/04/2024	INV	PD	Contract Invoice
INV2561933 CHECK DATE: 08/06/2024		07/11/2024	080624	352483	172.48	172.48	08/10/2024	INV	PD	RICOH COPIER-CURLING/E

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INV2563579		07/15/2024	080624	352483	1,341.46	1,341.46	08/15/2024	INV	PD	Q2 PRINTER USAGE
CHECK DATE: 08/06/2024										
INV2568312		07/23/2024	080624	352483	416.31	416.31	08/22/2024	INV	PD	FD COLOR COPIER
CHECK DATE: 08/06/2024										
INV2568841		07/23/2024	080624	352483	212.68	212.68	08/22/2024	INV	PD	TC COPIER CONTRACT-SEM
CHECK DATE: 08/06/2024										
101196 MID COUNTY COOP #122622					2,305.93					
452		07/16/2024	072324	352345	1,208.32	1,208.32	07/26/2024	INV	PD	360 GLS GAS-TC
CHECK DATE: 07/23/2024										
453		07/16/2024	072324	352345	910.42	910.42	07/26/2024	INV	PD	278 GLS DIESEL-TC
CHECK DATE: 07/23/2024										
101288 MINNESOTA BOARD OF WATER/SOIL RESOURCES					2,118.74					
MN River Bluffs Trl		07/02/2024	073024-2	352384	117.20	117.20	07/31/2024	INV	PD	wetland Bank withdrawa
CHECK DATE: 07/30/2024										
101217 MINNESOTA CHILD SUPPORT PMT CTR										
PR0712240015806598		07/12/2024	071624-2	352334	461.46	461.46	07/12/2024	INV	PD	071224 Payroll - Child
CHECK DATE: 07/16/2024										
PR0726240015806598		07/26/2024	073024	352371	461.46	461.46	07/26/2024	INV	PD	072624 Payroll - Child
CHECK DATE: 07/30/2024										
101229 MN DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT					922.92					
54	240003	08/01/2024	080624	352484	2,433.64	2,433.64	08/15/2024	INV	PD	FORMACOAT LLC LOAN REP
CHECK DATE: 08/06/2024										
101216 MINNESOTA FIRE SERVICE CERTIFICATION BOARD										
13026		07/23/2024	080624	352485	152.25	152.25	08/23/2024	INV	PD	FAO PUMPER CERT EXAM-L
CHECK DATE: 08/06/2024										
101247 MINNESOTA MUNICIPAL UTILITIES ASSN										
64091		07/15/2024	080624	352486	751.00	751.00	08/14/2024	INV	PD	T. JENSEN LINEMAN TUIT
CHECK DATE: 08/06/2024										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101256 MINNESOTA POLLUTION CONTROL AGENCY (TRAINING)										
129280		07/22/2024	073024	352372	1,170.00	1,170.00	08/01/2024	INV	PD	WASTEWATER & COLLECTIO
CHECK DATE: 07/30/2024										
101303 MN TEAMSTER PUBLIC AND LAW ENFORCEMENT										
Jul-24		07/12/2024	071624-2	352335	6,008.00	6,008.00	07/12/2024	INV	PD	Jul-24 Local #320 Unio
CHECK DATE: 07/16/2024										
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE										
107051510/JUL24		07/22/2024	080624	352487	21.67	21.67	08/16/2024	INV	PD	JUL 82ND ST & HWY 41 S
CHECK DATE: 08/06/2024										
778320601/JUL24		07/22/2024	080624	352487	132.29	132.29	08/16/2024	INV	PD	JUL CHEVALLE LIFT STAT
CHECK DATE: 08/06/2024										
778377500/JUN24		07/08/2024	071624-2	352336	62.23	62.23	08/02/2024	INV	PD	JUN 12500 COUNTY RD 11
CHECK DATE: 07/16/2024										
778377800/JUN24		07/08/2024	071624-2	352336	41.18	41.18	08/02/2024	INV	PD	JUN 4250 ENGLER BLVD S
CHECK DATE: 07/16/2024										
778377900/JUN24		07/08/2024	071624-2	352336	46.44	46.44	08/02/2024	INV	PD	JUN 4100 ENGLER BLVD S
CHECK DATE: 07/16/2024										
780272000/JUL24		07/22/2024	080624	352487	15.71	15.71	08/16/2024	INV	PD	JUL CHEVALLE IRRIGATIO
CHECK DATE: 08/06/2024										
781385500/JUN24		07/08/2024	073024-2	352385	15.42	15.42	08/02/2024	INV	PD	JUN 4463 COUNTY RD 44
CHECK DATE: 07/30/2024										
781796600/JUL24		07/22/2024	080624	352487	104.48	104.48	08/16/2024	INV	PD	JUL 1599 OAK CREEK PAS
CHECK DATE: 08/06/2024										
					439.42					
101134 MALLOY MONTAGUE KARNOWSKI RADOSEVICH & CO PA										
56596		07/23/2024	080624	352488	18,970.00	18,970.00	08/23/2024	INV	PD	FINAL BILLING-FEDERAL
CHECK DATE: 08/06/2024										
112173 MOLDENHAUER, KRISTIE										
2014031.002		07/08/2024	080624	352489	99.00	99.00	08/08/2024	INV	PD	RFD PICKLEBALL LESSONS
CHECK DATE: 08/06/2024										
PAYEE: MOLDENHAUER, KRISTIE										
105853 MOR GOLF AND UTILITY INC										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
47751		07/10/2024	080624	352490	16.35	16.35	08/10/2024	INV	PD	SHIPPING FOR CART PART
CHECK DATE:	08/06/2024									
47803		07/12/2024	080624	352490	219.37	219.37	08/12/2024	INV	PD	CART KEYS
CHECK DATE:	08/06/2024									
102968 KIMBERLY A MOTSCHENBACHER					235.72					
07272024		07/27/2024	080624	352491	2,200.00	2,200.00	08/05/2024	INV	PD	Wellness Program-Yoga
CHECK DATE:	08/06/2024									
103236 MRA-THE MANAGEMENT ASSOCIATION										
00463856		06/17/2024	073024	352373	2,500.00	2,500.00	08/01/2024	INV	PD	ANNUAL MEMBERSHIP RENE
CHECK DATE:	07/30/2024									
00464797		07/15/2024	080624	352492	323.75	323.75	08/30/2024	INV	PD	JUN COMPENSATION SERVI
CHECK DATE:	08/06/2024									
101356 MTI DISTRIBUTING INC #31380					2,823.75					
1440100-00		07/18/2024	080624	352493	62.39	62.39	08/18/2024	INV	PD	#236 HYDRO BELT
CHECK DATE:	08/06/2024									
1440671-00		07/23/2024	080624	352493	32.91	32.91	08/23/2024	INV	PD	#255 DECK REPAIRS
CHECK DATE:	08/06/2024									
1440671-01		07/25/2024	080624	352493	332.24	332.24	08/25/2024	INV	PD	#255 DECK BELT/BLADE B
CHECK DATE:	08/06/2024									
1440671-02		07/26/2024	080624	352493	26.40	26.40	08/26/2024	INV	PD	#255 LAWN BLADE BOLTS
CHECK DATE:	08/06/2024									
1441092-00		07/26/2024	080624	352493	271.42	271.42	08/26/2024	INV	PD	#234 HYDRO MOTOR PIPE
CHECK DATE:	08/06/2024									
101354 MTI DISTRIBUTING INC #700767					725.36					
1439782-00		07/18/2024	080624	352494	101.39	101.39	08/18/2024	INV	PD	3500 PARTS
CHECK DATE:	08/06/2024									
1441974-00		07/30/2024	080624	352494	875.41	875.41	08/30/2024	INV	PD	BLOWER PARTS
CHECK DATE:	08/06/2024									
1441974-01		07/31/2024	080624	352494	40.27	40.27	08/31/2024	INV	PD	BLOWER PARTS
CHECK DATE:	08/06/2024									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					1,017.07					
106657 MUNICIPAL ASSET MANAGEMENT INC										
01132022M32		07/12/2024	080124	352388	4,983.31	4,983.31	08/13/2024	INV	PD	CCC FITNESS EQUIP LEAS
CHECK DATE:	08/01/2024									
112171 MYP LANDSCAPE SUPPLY LLC										
129796		07/19/2024	080624	352495	1,600.00	1,600.00	08/19/2024	INV	PD	LANDSCAPE MULCH FOR CI
CHECK DATE:	08/06/2024									
101253 BUSINESS PLANNING CONCEPTS INC										
383600082024		07/01/2024	080124	352389	144.00	144.00	08/10/2024	INV	PD	AUG PERA LIFE PREMIUMS
CHECK DATE:	08/01/2024									
102654 NORTH AMERICAN SAFETY INC										
INV89497		07/10/2024	080624	352496	250.00	250.00	09/10/2024	INV	PD	SAFETY CLOTHING
CHECK DATE:	08/06/2024									
101413 NORTHERN DEWATERING INC										
43600		07/10/2024	080624	352497	8,244.50	8,244.50	08/09/2024	INV	PD	RENTAL PUMPS FOR FLOOD
CHECK DATE:	08/06/2024									
43693		07/24/2024	080624	352497	241.65	241.65	08/23/2024	INV	PD	PLUGS FOR PUMPS
CHECK DATE:	08/06/2024									
					8,486.15					
101409 BIESANZ CHEMICALS INC										
12084		07/29/2024	080624	352498	36.00	36.00	08/28/2024	INV	PD	Cleaning Supplies-CCC
CHECK DATE:	08/06/2024									
101437 NUSS EQUIPMENT GROUP LLC										
PS0123649-1		07/25/2024	080624	352499	522.15	522.15	08/25/2024	INV	PD	#110 DEF LEVEL SENSOR
CHECK DATE:	08/06/2024									
110570 ODP BUSINESS SOLUTIONS LLC										
373525537001		07/11/2024	080624	352500	15.26	15.26	08/10/2024	INV	PD	5" Binder Public Safet
CHECK DATE:	08/06/2024									
373527140001		07/11/2024	080624	352500	35.64	35.64	08/10/2024	INV	PD	Cups for the breakroom
CHECK DATE:	08/06/2024									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					50.90					
107851	OLDCASTLE INFRASTRUCTURE INC									
120057481		07/10/2024	080624	352501	4,862.00	4,862.00	08/09/2024	INV	PD	WO#16325 HZLTN NTNL GO
CHECK DATE: 08/06/2024										
101454	OLSEN CHAIN AND CABLE CO INC									
717883		07/15/2024	080624	352502	3,133.71	3,133.71	08/15/2024	INV	PD	LIFT SPREADER BAR
CHECK DATE: 08/06/2024										
101465	ON SITE SANITATION INC									
0001749916		07/25/2024	080624	352503	2,620.00	2,620.00	08/24/2024	INV	PD	CHASKA RIVER CITY DAYS
CHECK DATE: 08/06/2024										
0001750129		07/18/2024	080624	352503	-146.00	-146.00	08/18/2024	CRM	PD	LION'S PARK CREDIT
CHECK DATE: 08/06/2024										
0001753017		07/25/2024	080624	352503	30.00	30.00	08/24/2024	INV	PD	CLOVER RIDGE SOCCER-TI
CHECK DATE: 08/06/2024										
					2,504.00					
104668	OPTUM BANK INC									
0001619113		07/11/2024	071624-2	352337	549.25	549.25	08/10/2024	INV	PD	2ND QTR HSA FEES
CHECK DATE: 07/16/2024										
111895	MARY A PALMER									
129252		07/31/2024	080624	352504	150.00	150.00	08/31/2024	INV	PD	Safety Camp - Face Pai
CHECK DATE: 08/06/2024										
111048	JENNIFER LYNNE PANTANO									
129203		07/16/2024	073024	352374	210.00	210.00	07/31/2024	INV	PD	Adaptive Dance Class I
CHECK DATE: 07/30/2024										
101489	PASS FENCING INC									
129883		07/24/2024	080624	352505	14,310.00	14,310.00	08/24/2024	INV	PD	LOOP FENCE ALONG HAZEL
CHECK DATE: 08/06/2024										
129884		07/24/2024	080624	352505	10,800.00	10,800.00	08/24/2024	INV	PD	TC FENCING FOR DRIVING
CHECK DATE: 08/06/2024										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					25,110.00					
112114 PAUL BUNYAN PLUMBING LLC										
P24-0450		07/10/2024	080624	352506	65.00	65.00	08/10/2024	INV	PD	RFD PLUMBING PERMIT
CHECK DATE:	08/06/2024									
105181 BOTTLING GROUP LLC										
29727711		07/17/2024	080624	352507	832.95	832.95	08/17/2024	INV	PD	Concession Resale
CHECK DATE:	08/06/2024									
34875257		07/03/2024	080624	352507	1,301.04	1,301.04	08/03/2024	INV	PD	Concession Resale
CHECK DATE:	08/06/2024									
					2,133.99					
101527 PIERCE, CHRIS										
129250		07/03/2024	080624	352508	118.08	118.08	08/19/2024	INV	PD	REIMB CANDY FOR CHAN P
CHECK DATE:	08/06/2024									
112141 POLLASKY, LILLY										
38747		07/15/2024	080624	352509	82.63	82.63	08/15/2024	INV	PD	METER DEPOSIT REFUND-3
CHECK DATE:	08/06/2024									
101557 POWER SYSTEM ENGINEERING INC										
9054153		07/12/2024	080624	352510	452.50	452.50	08/12/2024	INV	PD	AMI CONTRACT NEGOTIATI
CHECK DATE:	08/06/2024									
9054208		07/16/2024	080624	352510	454.00	454.00	08/16/2024	INV	PD	MISC ENGINEERING ~ JUN
CHECK DATE:	08/06/2024									
					906.50					
112165 JOSEPH R POWERS										
164583		07/15/2024	080624	352511	488.29	488.29	08/15/2024	INV	PD	Replace Lost Payroll C
CHECK DATE:	08/06/2024									
101576 FORNER ENTERPRISES INC										
20246878		07/18/2024	080624	352512	8,889.60	8,889.60	08/18/2024	INV	PD	BANNERS FOR US AMATEUR
CHECK DATE:	08/06/2024									
20246880		07/16/2024	080624	352512	77.80	77.80	08/16/2024	INV	PD	LOOP SIGNAGE
CHECK DATE:	08/06/2024									
20246881		07/16/2024	080624	352512	155.60	155.60	08/16/2024	INV	PD	TC SIGNAGE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/06/2024										
20246882		07/16/2024	080624	352512	1,480.00	1,480.00	08/16/2024	INV	PD	TC ENTRANCE SIGN-US AM
CHECK DATE: 08/06/2024										
					10,603.00					
107855 STAPLES INC										
39290031		06/26/2024	073024	352375	34.87	34.87	07/26/2024	INV	PD	OFFICE SUPPLIES-HIGHLI
CHECK DATE: 07/30/2024										
39370691		07/02/2024	073024	352375	60.58	60.58	08/01/2024	INV	PD	OFFICE SUPPLIES
CHECK DATE: 07/30/2024										
39388882		07/03/2024	073024	352375	41.99	41.99	08/03/2024	INV	PD	COPY PAPER
CHECK DATE: 07/30/2024										
39463366-1		07/10/2024	080624	352513	35.99	35.99	08/09/2024	INV	PD	Dixie plates
CHECK DATE: 08/06/2024										
39463366-2		07/10/2024	080624	352513	15.59	15.59	08/09/2024	INV	PD	Sharpie gel pen for Bu
CHECK DATE: 08/06/2024										
39532000		07/15/2024	080624	352513	49.97	49.97	08/14/2024	INV	PD	Paper clips, and ruled
CHECK DATE: 08/06/2024										
39598186		07/18/2024	080624	352513	25.13	25.13	08/17/2024	INV	PD	Tab Dividers for Binde
CHECK DATE: 08/06/2024										
39603880-1		07/18/2024	080624	352513	77.98	77.98	08/17/2024	INV	PD	Copy Paper for the wor
CHECK DATE: 08/06/2024										
39603880-2		07/18/2024	080624	352513	50.99	50.99	08/17/2024	INV	PD	Coffee for the breakro
CHECK DATE: 08/06/2024										
39762901		07/29/2024	080624	352513	3.59	3.59	08/28/2024	INV	PD	Tab dividers for the w
CHECK DATE: 08/06/2024										
					396.68					
101684 R & R SPECIALTIES OF WISCONSIN INC										
0082504-IN		07/23/2024	080624	352514	70.00	70.00	08/23/2024	INV	PD	Zamboni Blade Sharpeni
CHECK DATE: 08/06/2024										
112174 RAGHAVENDRA PRABHU, KANDURI										
34765		07/31/2024	080624	352515	452.74	452.74	08/31/2024	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/06/2024										
101609 RANGE SERVANT AMERICA INC										

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132999		04/15/2024	080624	352516	2,431.00	2,431.00	08/16/2024	INV	PD	RANGE TOKENS
CHECK DATE: 08/06/2024										
112167 RAPID SPORT CENTER INC										
201430		07/02/2024	073024	352376	16.80	16.80	08/02/2024	INV	PD	#322 FUEL FILTER
CHECK DATE: 07/30/2024										
101616 RDO EQUIPMENT COMPANY										
P1826570		07/11/2024	080624	352517	1,205.72	1,205.72	08/11/2024	INV	PD	#710 SUCTION HOSES
CHECK DATE: 08/06/2024										
P1879670		07/23/2024	080624	352517	797.40	797.40	08/23/2024	INV	PD	BENTONITE FOR BORING
CHECK DATE: 08/06/2024										
					2,003.12					
111983 REC-TECH SALES & SERVICE COMPANY										
3176		07/18/2024	080624	352518	249.45	249.45	08/18/2024	INV	PD	CHAINSAW PARTS
CHECK DATE: 08/06/2024										
3180		07/18/2024	080624	352518	158.89	158.89	08/18/2024	INV	PD	X-MARK PARTS
CHECK DATE: 08/06/2024										
3292		07/26/2024	080624	352518	6.96	6.96	08/26/2024	INV	PD	CHAINSAW PARTS
CHECK DATE: 08/06/2024										
800033		07/09/2024	080624	352518	11,112.87	11,112.87	08/09/2024	INV	PD	#501 SNOW PLOW
CHECK DATE: 08/06/2024										
800034		07/09/2024	080624	352518	11,112.87	11,112.87	08/09/2024	INV	PD	#203 SNOW PLOW
CHECK DATE: 08/06/2024										
800035		07/09/2024	080624	352518	11,112.87	11,112.87	08/09/2024	INV	PD	#104 SNOW PLOW
CHECK DATE: 08/06/2024										
800036		07/09/2024	080624	352518	11,112.87	11,112.87	08/09/2024	INV	PD	#102 SNOW PLOW
CHECK DATE: 08/06/2024										
					44,866.78					
111900 SCP DISTRIBUTORS LLC										
527718		07/16/2024	080624	352519	236.30	236.30	08/16/2024	INV	PD	Cable for lane lines i
CHECK DATE: 08/06/2024										
528131		07/26/2024	080624	352519	45.08	45.08	08/26/2024	INV	PD	Stenner tubes for Pool
CHECK DATE: 08/06/2024										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101631 REINDERS INC					281.38					
3194405-00		07/31/2024	080624	352520	257.57	257.57	08/30/2024	INV	PD	CUP AUGER
CHECK DATE: 08/06/2024										
3403482-00		07/10/2024	080624	352520	3,841.09	3,841.09	08/09/2024	INV	PD	FERTILIZER
CHECK DATE: 08/06/2024										
3403641-00		07/16/2024	080624	352520	1,775.23	1,775.23	08/15/2024	INV	PD	TRACKER, WETTING AGENT
CHECK DATE: 08/06/2024										
112164 CENTRAL MINNESOTA SERVICE COOPERATIVE					5,873.89					
40730		07/17/2024	080624	352521	154.00	154.00	08/16/2024	INV	PD	School Resource Office
CHECK DATE: 08/06/2024										
103251 ROBERT THOMAS HOMES INC										
4270 MILLSTONE DR		07/18/2024	080624	352522	2,500.00	2,500.00	08/18/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
5205 BOULDER DR		07/18/2024	080624	352522	2,500.00	2,500.00	08/18/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
5206 BOULDER DR		07/18/2024	080624	352522	2,500.00	2,500.00	08/18/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
5214 BOULDER DR		07/18/2024	080624	352522	2,500.00	2,500.00	08/18/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
5218 BOULDER DR		07/18/2024	080624	352522	2,500.00	2,500.00	08/18/2024	INV	PD	BUILDER DEPOSIT REFUND
CHECK DATE: 08/06/2024										
110677 HAJOCA CORPORATION					12,500.00					
5020465565.001		07/08/2024	080624	352523	110.19	110.19	08/08/2024	INV	PD	ATHLETIC PARK-IRRIGATI
CHECK DATE: 08/06/2024										
5020471869.001		07/15/2024	080624	352523	1,125.00	1,125.00	08/15/2024	INV	PD	WTP IRRIGATION RPZ
CHECK DATE: 08/06/2024										
111926 EVONNE BILOTTA BURKE					1,235.19					
20241		02/12/2024	080624	352524	500.00	500.00	08/05/2024	INV	PD	Summer Concert Series
CHECK DATE: 08/06/2024										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101744 SCOTT COUNTY TREASURER										
IN31083		07/22/2024	080624	352525	3,150.00	3,150.00	08/18/2024	INV	PD	Department Range Train
CHECK DATE: 08/06/2024										
111409 SECURITAS TECHNOLOGY CORPORATION										
7001577052		07/18/2024	080624	352526	148.86	148.86	08/18/2024	INV	PD	B. BASKET MONITORING 8
CHECK DATE: 08/06/2024										
7001577053		07/18/2024	080624	352526	202.89	202.89	08/18/2024	INV	PD	CITY HALL MONITORING 8
CHECK DATE: 08/06/2024										
					351.75					
107602 SHAKOPEE MDEWAKANTON SIOUX COMMUNITY (SMSC)										
2373		06/30/2024	073024	352377	757.95	757.95	07/31/2024	INV	PD	ATHLETIC PARK CLEANUP
CHECK DATE: 07/30/2024										
109947 SHELTERTECH CORPORATION										
14289-B		07/30/2024	080624	352527	3,120.00	3,120.00	08/30/2024	INV	PD	CITY HALL MOLD CLEANUP
CHECK DATE: 08/06/2024										
104827 ROHN INDUSTRIES										
0027758		07/08/2024	080624	352528	26.85	26.85	08/08/2024	INV	PD	Service Security Conso
CHECK DATE: 08/06/2024										
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC										
144033510-001		07/22/2024	080624	352529	865.22	865.22	08/22/2024	INV	PD	PAVERS FOR TEE BENCHES
CHECK DATE: 08/06/2024										
144163334-001		07/22/2024	080624	352529	121.63	121.63	08/22/2024	INV	PD	IRRIGATION SUPPLIES
CHECK DATE: 08/06/2024										
144186439-001		07/23/2024	080624	352529	33.39	33.39	08/23/2024	INV	PD	GRATE BOX/DRAIN COVER
CHECK DATE: 08/06/2024										
144186439-002		07/25/2024	080624	352529	124.73	124.73	08/25/2024	INV	PD	DRAIN BOX - PARKS
CHECK DATE: 08/06/2024										
					1,144.97					
106596 SIWEK LUMBER JORDAN INC										
91835		07/17/2024	080624	352530	368.84	368.84	08/16/2024	INV	PD	LION'S PARK WARMING HO
CHECK DATE: 08/06/2024										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
91890		07/17/2024	080624	352530	1,250.00	1,250.00	08/16/2024	INV	PD	LION'S WARMING HOUSE-M
CHECK DATE: 08/06/2024										
101803 SM HENTGES & SONS INC					1,618.84					
SP1008-87-21		07/22/2024	080624	352531	270,178.77	270,178.77	08/22/2024	INV	PD	TH 41/CSAH 61 IMPROVEM
CHECK DATE: 08/06/2024										
111846 SPENCER FANE LLP										
1298612		07/03/2024	080624	352532	298.50	298.50	08/03/2024	INV	PD	LEGAL RESPONSE FOR AUD
CHECK DATE: 08/06/2024										
101850 STANTEC CONSULTING SERVICES INC										
2254159		07/04/2024	080624	352533	2,732.00	2,732.00	08/04/2024	INV	PD	RECORD PLAN/BASE MAP U
CHECK DATE: 08/06/2024										
2254160		07/04/2024	080624	352533	44,130.25	44,130.25	08/04/2024	INV	PD	SE COLLECTOR
CHECK DATE: 08/06/2024										
2254161		07/04/2024	080624	352533	11,995.58	11,995.58	08/04/2024	INV	PD	CREEK RD TRUNK SEWER P
CHECK DATE: 08/06/2024										
2254162		07/04/2024	080624	352533	24,534.58	24,534.58	08/04/2024	INV	PD	NE COLLECTOR IN SW ARE
CHECK DATE: 08/06/2024										
2254163		07/04/2024	080624	352533	14,994.41	14,994.41	08/04/2024	INV	PD	BAVARIA RD TURN LNS @
CHECK DATE: 08/06/2024										
2254164		07/04/2024	080624	352533	88.00	88.00	08/04/2024	INV	PD	PAR 30 (THE LOOP) GOLF
CHECK DATE: 08/06/2024										
2254165		07/04/2024	080624	352533	2,942.50	2,942.50	08/04/2024	INV	PD	STORMWATER REVIEW-HIGH
CHECK DATE: 08/06/2024										
2254166		07/04/2024	080624	352533	2,257.50	2,257.50	08/04/2024	INV	PD	STORMWATER REVIEW-HAZE
CHECK DATE: 08/06/2024										
2254167		07/04/2024	080624	352533	1,064.00	1,064.00	08/04/2024	INV	PD	STORMWATER REVIEW-CARL
CHECK DATE: 08/06/2024										
2254168		07/04/2024	080624	352533	3,366.00	3,366.00	08/04/2024	INV	PD	WELL NO. 9 REHAB
CHECK DATE: 08/06/2024										
2254169		07/04/2024	080624	352533	3,955.63	3,955.63	08/04/2024	INV	PD	WELL 10
CHECK DATE: 08/06/2024										
2254170		07/04/2024	080624	352533	762.63	762.63	08/04/2024	INV	PD	2022 DT RECONSTRUCTION
CHECK DATE: 08/06/2024										

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2254171 CHECK DATE: 08/06/2024		07/04/2024	080624	352533	542.00	542.00	08/04/2024	INV	PD	HUNDERTMARK ELEVATED T
2254172 CHECK DATE: 08/06/2024		07/04/2024	080624	352533	8,705.11	8,705.11	08/04/2024	INV	PD	MCKNIGHT WETLAND BANK
2254173 CHECK DATE: 08/06/2024		07/04/2024	080624	352533	3,219.40	3,219.40	08/04/2024	INV	PD	WELLS 11 & 12
2254174 CHECK DATE: 08/06/2024		07/04/2024	080624	352533	2,850.28	2,850.28	08/04/2024	INV	PD	REPLACEMENT EXISTING C
2254175 CHECK DATE: 08/06/2024		07/04/2024	080624	352533	11,282.25	11,282.25	08/04/2024	INV	PD	ENGLER WATERMAIN IMPRO
2254176 CHECK DATE: 08/06/2024		07/04/2024	080624	352533	8,056.75	8,056.75	08/04/2024	INV	PD	GENERAL ENGINEERING
2254177 CHECK DATE: 08/06/2024		07/04/2024	080624	352533	12,643.75	12,643.75	08/04/2024	INV	PD	ENGLER BLVD CHASKA ELE
101851 DANE STAUFFER					160,122.62					
129319 CHECK DATE: 08/06/2024		07/19/2024	080624	352534	200.00	200.00	08/31/2024	INV	PD	music performance-Part
105733 KRISTIAN A STAUFFER										
129320 CHECK DATE: 08/06/2024		07/19/2024	080624	352535	200.00	200.00	08/31/2024	INV	PD	music performance-part
110200 STERICYCLE INC										
8007750627 CHECK DATE: 08/06/2024		07/18/2024	080624	352536	261.41	261.41	08/17/2024	INV	PD	Shredding - June/July
108114 DANIEL HAERTL										
129720 CHECK DATE: 08/06/2024		07/25/2024	080624	352537	250.00	250.00	08/08/2024	INV	PD	Kids Band for Concert
101887 ARMOR INC										
67001 CHECK DATE: 08/06/2024		07/08/2024	080624	352538	527.63	527.63	08/08/2024	INV	PD	#104 TOOL BOX MODIFICA
101888 STREICHERS										

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
I1708196 CHECK DATE: 08/06/2024		07/10/2024	080624	352539	43.97	43.97	08/10/2024	INV	PD	Kane-Zafke-Dept Cost-N
I1708463 CHECK DATE: 08/06/2024		07/11/2024	080624	352539	82.98	82.98	08/11/2024	INV	PD	Boll-Initial Issue-Bik
I1708703 CHECK DATE: 08/06/2024		07/12/2024	080624	352539	300.00	300.00	08/12/2024	INV	PD	Van Dallen-Initial Iss
I1710055 CHECK DATE: 08/06/2024		07/19/2024	080624	352539	34.95	34.95	08/19/2024	INV	PD	Godinez-Embroidery
I1710670 CHECK DATE: 08/06/2024		07/24/2024	080624	352539	23.98	23.98	08/24/2024	INV	PD	Van Daalen-Initial Iss
I1711074 CHECK DATE: 08/06/2024		07/26/2024	080624	352539	847.87	847.87	08/26/2024	INV	PD	Van Daalen-Initial Iss
					1,333.75					
101892 STUART C IRBY CO										
S013994202.001 CHECK DATE: 08/06/2024		07/16/2024	080624	352540	4,207.22	4,207.22	08/15/2024	INV	PD	VOLTAGE DETECTORS
S013994202.002 CHECK DATE: 08/06/2024		07/18/2024	080624	352540	280.73	280.73	08/17/2024	INV	PD	FIBERGLASS STICK FOR V
S013994202.003 CHECK DATE: 08/06/2024		07/22/2024	080624	352540	2,904.26	2,904.26	08/21/2024	INV	PD	VOLTAGE DETECTOR
					7,392.21					
101907 SCHWAB VOLLHABER LUBRATT SERVICE CORP										
SVC-207660 CHECK DATE: 08/06/2024		07/23/2024	080624	352541	555.00	555.00	08/23/2024	INV	PD	Repairs to rink 1 dehu
112101 SWAN COMPANIES INC										
53290150-2 CHECK DATE: 08/06/2024		07/23/2024	080624	352542	216,933.52	216,933.52	08/24/2024	INV	PD	SAVANNA WAY PHASE 2
101925 TALLMAN EQUIPMENT CO INC										
3398364 CHECK DATE: 08/06/2024		07/16/2024	080624	352543	404.43	404.43	08/15/2024	INV	PD	POLE GUARD
101932 TAYLOR MADE GOLF CO INC										
37606248		07/11/2024	080624	352544	241.17	241.17	09/09/2024	INV	PD	RESALE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/06/2024										
37615159		07/16/2024	080624	352544	442.49	442.49	08/30/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
101940 TEE JAY NORTH INC					683.66					
51283		07/19/2024	080624	352545	238.00	238.00	08/19/2024	INV	PD	Reset automatic door a
CHECK DATE: 08/06/2024										
100757 THE GRAPHIC EDGE LLC										
10280580		07/24/2024	080624	352546	359.82	359.82	08/23/2024	INV	PD	Adult Sports - Softbal
CHECK DATE: 08/06/2024										
101950 THE TESSMAN COMPANY										
S400579-IN		07/30/2024	080624	352547	715.96	715.96	08/30/2024	INV	PD	WETTING AGENT TABLETS
CHECK DATE: 08/06/2024										
104165 THINK SMALL										
2014056.002		07/15/2024	080624	352548	392.50	392.50	08/15/2024	INV	PD	RFD DEPOSIT-CANCELLATI
CHECK DATE: 08/06/2024										
104908 TIMESAVER OFF SITE SECRETARIAL INC										
M29321		07/12/2024	080624	352549	540.50	540.50	08/12/2024	INV	PD	HRC, Council & Plannin
CHECK DATE: 08/06/2024										
108084 TOUR EDGE GOLF MFG INC										
IN-01701928		05/31/2024	080624	352550	425.50	425.50	08/14/2024	INV	PD	RENTAL CLUBS-LOOP
CHECK DATE: 08/06/2024										
101990 KANDI KOUNTRY EXPRESS LTD										
470941		07/25/2024	080624	352551	146,811.00	146,811.00	08/24/2024	INV	PD	#116 BOX & PLOW SETUP
CHECK DATE: 08/06/2024										
101994 TRAVISMATHEW LLC										
92001347		07/10/2024	080624	352552	410.50	410.50	08/09/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
92046263		07/26/2024	080624	352552	4,604.20	4,604.20	08/25/2024	INV	PD	RESALE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 08/06/2024										
92047495		07/27/2024	080624	352552	247.20	247.20	08/26/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
92056722		07/30/2024	080624	352552	246.60	246.60	08/29/2024	INV	PD	RESALE
CHECK DATE: 08/06/2024										
102026 API GARAGE DOOR INC					5,508.50					
2280054		07/16/2024	080624	352553	1,234.40	1,234.40	08/16/2024	INV	PD	PD GARAGE DOOR SPRING
CHECK DATE: 08/06/2024										
110063 TWIN CITY MECHANICAL INC										
00024532		07/08/2024	080624	352554	2,638.84	2,638.84	08/08/2024	INV	PD	FD ICE MACHINE REPAIR
CHECK DATE: 08/06/2024										
102028 TWIN CITY WATER CLINIC INC										
20724		07/09/2024	080624	352555	390.00	390.00	08/08/2024	INV	PD	WTP JUNE SAMPLES
CHECK DATE: 08/06/2024										
110053 TX CHILD SUPPORT SDU										
PR0712240012725283		07/12/2024	071624-2	352338	115.38	115.38	07/12/2024	INV	PD	071224 Payroll - child
CHECK DATE: 07/16/2024										
PR0726240012725283		07/26/2024	073024	352378	115.38	115.38	07/26/2024	INV	PD	072624 Payroll - child
CHECK DATE: 07/30/2024										
102076 UNITED STATES TREASURY					230.76					
720-2023		07/22/2024	072324	352346	212.52	212.52	07/31/2024	INV	PD	FORM 720-2023 VEDA
CHECK DATE: 07/23/2024										
104522 US FOODS INC										
3273068		07/05/2024	073024	352379	291.08	291.08	08/04/2024	INV	PD	HAND TOWELS/SOAP
CHECK DATE: 07/30/2024										
3620265		07/19/2024	080624	352556	338.71	338.71	08/18/2024	INV	PD	TOWELS & SOAP
CHECK DATE: 08/06/2024										
5962427		07/17/2024	080624	352556	193.44	193.44	08/16/2024	INV	PD	JUN DISH MACHINE RENTA
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID	AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					823.23						
107687 UNIVERSAL PROTECTION SERVICE LP											
15898332		07/04/2024	073024	352380	300.00	300.00	08/04/2024	INV	PD		Event Ctr Security 6/2
CHECK DATE: 07/30/2024											
15921476		07/11/2024	080624	352557	206.25	206.25	08/22/2024	INV	PD		Event Ctr Security 7/5
CHECK DATE: 08/06/2024											
					506.25						
112135 VALIGA, DIANA											
10003879		07/15/2024	080624	352558	108.09	108.09	08/15/2024	INV	PD		CREDIT BALANCE REFUND-
CHECK DATE: 08/06/2024											
102115 VIKING AUTOMATIC SPRINKLER CO											
1025-F363848		06/26/2024	073024	352381	1,350.00	1,350.00	07/26/2024	INV	PD		HISTORY CTR-TEST/REPLA
CHECK DATE: 07/30/2024											
10258-F368141		07/23/2024	080624	352559	910.00	910.00	08/23/2024	INV	PD		FIRE ALARM TO CELLULAR
CHECK DATE: 08/06/2024											
					2,260.00						
112137 VIOLETTE, AMANDA											
10002211		07/15/2024	080624	352560	115.35	115.35	08/15/2024	INV	PD		CREDIT BALANCE REFUND-
CHECK DATE: 08/06/2024											
105146 ECM PUBLISHERS INC											
1007209		07/11/2024	072324	352347	72.39	72.39	08/11/2024	INV	PD		RFP FOR AUDIT SERVICES
CHECK DATE: 07/23/2024											
1007210		07/11/2024	072324	352347	68.51	68.51	08/11/2024	INV	PD		AFFIDAVITS OF CANDIDAC
CHECK DATE: 07/23/2024											
1008168		07/18/2024	072324	352347	36.27	36.27	08/18/2024	INV	PD		PUBLIC ACCURACY TEST
CHECK DATE: 07/23/2024											
					177.17						
111278 WAGGLE GOLF											
27026		06/28/2024	073024	352382	1,676.00	1,676.00	07/28/2024	INV	PD		RESALE
CHECK DATE: 07/30/2024											
102146 WATER SPECIALTY OF MINNESOTA INC											

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13260		07/26/2024	080624	352561	770.02	770.02	08/26/2024	INV	PD	Pool Chemicals for Spl
CHECK DATE: 08/06/2024										
13261		07/26/2024	080624	352561	4,676.28	4,676.28	08/26/2024	INV	PD	Pool Chemicals
CHECK DATE: 08/06/2024										
102166 WESCO DISTRIBUTION INC					5,446.30					
423081	240176	07/22/2024	080624	352562	17,946.74	17,946.74	08/22/2024	INV	PD	SW CAB ELASTIMOLD VACU
CHECK DATE: 08/06/2024										
110788 WEX HEALTH INC										
0001983502-IN		06/30/2024	080124	352390	212.00	212.00	07/30/2024	INV	PD	JUN VEB A PARTICIPANT F
CHECK DATE: 08/01/2024										
112168 WHEELER, LANCE										
2014083.002		07/22/2024	080624	352563	50.00	50.00	08/22/2024	INV	PD	RFD ICE RENTALS
CHECK DATE: 08/06/2024										
PAYEE: WHEELER, LANCE										
112138 WICKLUND, JULIE										
10002243		07/15/2024	080624	352564	162.04	162.04	08/15/2024	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/06/2024										
1000243-2		07/31/2024	080624	352565	66.38	66.38	08/31/2024	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 08/06/2024										
103840 WINNERS AWARD GROUP					228.42					
59280		07/12/2024	080624	352566	2,002.58	2,002.58	08/12/2024	INV	PD	CLUB CHAMPIONSHIP/LEAG
CHECK DATE: 08/06/2024										
102189 WM MUELLER & SONS										
301422		07/09/2024	080624	352567	166.21	166.21	08/25/2024	INV	PD	W/S STOCKPILE
CHECK DATE: 08/06/2024										
301572		07/11/2024	080624	352567	2,736.59	2,736.59	08/25/2024	INV	PD	TRAIL OVERLAY-LERIVE T
CHECK DATE: 08/06/2024										
301649		07/14/2024	080624	352567	-6,979.89	-6,979.89	08/30/2024	CRM	PD	CREDIT FOR PRICING ERR
CHECK DATE: 08/06/2024										
301830		07/16/2024	080624	352567	26,106.86	26,106.86	08/25/2024	INV	PD	SAVANNA OAKS TRAIL IMP
CHECK DATE: 08/06/2024										

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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
302073 CHECK DATE: 08/06/2024		07/21/2024	080624	352567	176.00	176.00	08/25/2024	INV	PD	POTHOLE PATCHING
302144 CHECK DATE: 08/06/2024		07/22/2024	080624	352567	13,006.16	13,006.16	08/25/2024	INV	PD	FIRE LANE-CUZZY'S OVER
302295 CHECK DATE: 08/06/2024		07/24/2024	080624	352567	614.45	614.45	08/25/2024	INV	PD	BAVARIA S OF OAKHILL T
302364 CHECK DATE: 08/06/2024		07/25/2024	080624	352567	639.20	639.20	08/25/2024	INV	PD	E. SCOTT LANE PATCH
302498 CHECK DATE: 08/06/2024		07/29/2024	080624	352567	409.63	409.63	08/25/2024	INV	PD	BIG WOODS BLVD TRAIL P
					36,875.21					
110790 JACLYN YEGO										
129251 CHECK DATE: 08/06/2024		07/31/2024	080624	352568	200.00	200.00	08/31/2024	INV	PD	Safety Camp - Face Pai
102226 ZARNOTH BRUSH WORKS INC										
0198846-IN CHECK DATE: 08/06/2024		07/17/2024	080624	352569	3,923.00	3,923.00	08/17/2024	INV	PD	BROOM CORES FOR SWEEPE
431 INVOICES					2,821,786.96					

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

VENDOR INVOICE LIST

Electronic Payments

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105243 ALERUS FINANCIAL										
C158896		07/05/2024	072224	4252	123.20	123.20	07/22/2024	DIR	PD	JUN PARTICIPANT FEES
CHECK DATE: 07/22/2024										
100385 CHASKA FIRE DEPT RELIEF ASSN										
2024/06-CFDRA		07/26/2024	072624-1	4256	17,175.00	17,175.00	07/26/2024	DIR	PD	JUN-24 FIRE RELIEF ASS
CHECK DATE: 07/26/2024										
110239 COMPUTERSHARE TRUST COMPANY NA										
2024/08/01 DS		07/29/2024	072924-3	4268	7,915.00	7,915.00	07/29/2024	DIR	PD	8/1 DS Pmt-2012A-Compu
CHECK DATE: 07/29/2024										
100522 DEPOSITORY TRUST COMPANY										
2024/08/01 DS-Int		07/29/2024	072924-3	4267	88,901.88	88,901.88	07/29/2024	DIR	PD	8/1 DS Pmt-2012B,2014A
CHECK DATE: 07/29/2024										
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
129052		07/12/2024	071524	4241	8,729.25	8,729.25	07/12/2024	DIR	PD	071224 Payroll - HCSP
CHECK DATE: 07/15/2024										
129327		07/26/2024	072924	4264	8,525.74	8,525.74	07/26/2024	DIR	PD	072624 Payroll - HCSP
CHECK DATE: 07/29/2024										
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY					17,254.99					
129053		07/12/2024	071224	4239	3,216.06	3,216.06	07/12/2024	DIR	PD	071224 Payroll - MNDCP
CHECK DATE: 07/12/2024										
129328		07/26/2024	072624	4263	3,466.06	3,466.06	07/26/2024	DIR	PD	072624 Payroll - MNDCP
CHECK DATE: 07/26/2024										
110382 ENTERPRISE FM TRUST					6,682.12					
FBN5084234		07/03/2024	071924	4245	13,332.73	13,332.73	07/19/2024	DIR	PD	JUL FLEET LEASES
CHECK DATE: 07/19/2024										
101756 MII LIFE INCORPORATED										
16982160		07/08/2024	072324-2	4253	135.00	135.00	07/23/2024	DIR	PD	JUL FSA PARTICIPANT FE
CHECK DATE: 07/23/2024										

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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
41061184 CHECK DATE: 07/17/2024		07/16/2024	071724	4243	164.73	164.73	07/17/2024	DIR	PD	7/17/24 FSA REIMB-HEAL
41067720 CHECK DATE: 07/24/2024		07/23/2024	072424	4254	978.71	978.71	07/24/2024	DIR	PD	7/24/24 FSA REIMB-HEAL
41073712 CHECK DATE: 07/31/2024		07/30/2024	073124	4269	779.43	779.43	07/31/2024	DIR	PD	7/31/24 FSA REIMB-HEAL
100927 INTERNAL REVENUE SERVICE					2,057.87					
129046 CHECK DATE: 07/12/2024		07/12/2024	071224	4234	198,534.31	198,534.31	07/12/2024	DIR	PD	071224 Payroll - SS, M
129321 CHECK DATE: 07/26/2024		07/26/2024	072624	4257	185,706.61	185,706.61	07/26/2024	DIR	PD	072624 Payroll - SS, M
101346 MINNESOTA COMMISSIONER OF REVENUE					384,240.92					
2024/0630-CC CHECK DATE: 07/19/2024		06/30/2024	071924-2	4249	14,606.50	14,606.50	07/19/2024	DIR	PD	JUN-24 CARVER CTY TRAN
2024/0630-MH CHECK DATE: 07/19/2024		06/30/2024	071924-2	4250	7,208.02	7,208.02	07/19/2024	DIR	PD	JUN-24 METRO HOUSING S
2024/0630-MT CHECK DATE: 07/19/2024		06/30/2024	071924-2	4251	21,783.32	21,783.32	07/19/2024	DIR	PD	JUN-24 METRO TRANSPORT
2024/0630-SLS/UB CHECK DATE: 07/19/2024		06/30/2024	071924-2	4247	200,339.91	200,339.91	07/19/2024	DIR	PD	JUN-24 GEN/UB SALES TA
2024/0630-USE CHECK DATE: 07/19/2024		06/30/2024	071924-2	4248	2,480.54	2,480.54	07/19/2024	DIR	PD	JUN-24 USE TAX
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES					246,418.29					
129047 CHECK DATE: 07/12/2024		07/12/2024	071224	4235	39,337.41	39,337.41	07/12/2024	DIR	PD	071224 Payroll - MN St
129322 CHECK DATE: 07/26/2024		07/26/2024	072624	4258	36,646.01	36,646.01	07/26/2024	DIR	PD	072624 Payroll - MN St
101249 MINNESOTA MUNICIPAL POWER AGENCY					75,983.42					
4101 CHECK DATE: 07/19/2024		07/02/2024	071924-2	4246	3,622,989.49	3,622,989.49	07/19/2024	DIR	PD	JUN ELEC SVC W/ EV CRE

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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
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCH)										
129048		07/12/2024	071524	4240	21,916.01	21,916.01	07/12/2024	DIR	PD	071224 Payroll - 457 C
CHECK DATE: 07/15/2024										
129323		07/26/2024	072624	4259	16,941.01	16,941.01	07/26/2024	DIR	PD	072624 Payroll - 457 C
CHECK DATE: 07/26/2024										
					38,857.02					
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCH)										
129051		07/12/2024	071224	4238	7,828.58	7,828.58	07/12/2024	DIR	PD	071224 Payroll - Roth
CHECK DATE: 07/12/2024										
129326		07/26/2024	072624	4262	7,828.58	7,828.58	07/26/2024	DIR	PD	072624 Payroll - Roth
CHECK DATE: 07/26/2024										
					15,657.16					
104668 OPTUM BANK INC										
129050		07/12/2024	071224	4237	22,351.80	22,351.80	07/12/2024	DIR	PD	071224 Payroll - HSA C
CHECK DATE: 07/12/2024										
129325		07/26/2024	072624	4261	22,401.80	22,401.80	07/26/2024	DIR	PD	072624 Payroll - HSA C
CHECK DATE: 07/26/2024										
					44,753.60					
101498 PCARD										
2024/0712-PC		07/12/2024		4244	97,436.63	97,436.63	07/17/2024	DIR	PD	JUL 2024 PCARD PURCHAS
CHECK DATE: 07/17/2024										
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION										
129049		07/12/2024	071224	4236	136,107.70	136,107.70	07/12/2024	DIR	PD	071224 Payroll - PERA
CHECK DATE: 07/12/2024										
129324		07/26/2024	072624	4260	126,715.62	126,715.62	07/26/2024	DIR	PD	072624 Payroll - PERA
CHECK DATE: 07/26/2024										
					262,823.32					
101973 CARVER COUNTY TITLE MANAGEMENT INC										
MEADOW SPRING CHURCH		07/09/2024	071524-2	4242	605,886.30	605,886.30	07/15/2024	DIR	PD	PROPERTY SALE-MEADOW S
CHECK DATE: 07/15/2024										
102066 US BANK										

Detail to follow

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2024/08/01 DS-2-1620 CHECK DATE: 07/29/2024		07/25/2023	072924-3	4265	221,338.51	221,338.51	07/29/2024	DIR	PD	8/1 DS Pmt-2015C,2017B
2024/08/01 DS-2-5979 CHECK DATE: 07/29/2024		07/29/2024	072924-3	4266	506,704.71	506,704.71	07/29/2024	DIR	PD	8/1 DS Pmt-2019B,C,E,D
2024/08/01DS 1620-II CHECK DATE: 07/25/2024		07/25/2024	072524	4255	207,038.13	207,038.13	07/25/2024	DIR	PD	8/1 DS Pmt-2015A,B,C,D
					935,081.35					
36 INVOICES					6,483,570.29					

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

PURCHASE CARD TRANSACTIONS
JULY 2024 STATEMENT

Department	Transaction Date	Merchant DBA Name	Amount	Charge Desc.	Fiscal Month
ADMINISTRATION	2024/06/12	LMCC	520.00	VIDEO CAMERA, MICROPHONE STANDS	2024-7
ADMINISTRATION	2024/06/12	GRAND HYATT	1,078.59	American Public Power Assn. Conference	2024-7
ADMINISTRATION	2024/06/14	B & H PHOTO-VIDEO	149.89	AUDIO CABLES, USB-C ADAPTER	2024-7
ADMINISTRATION	2024/06/18	AMAZON.COM	-19.59	Returned2 controller sun hood cover for Kevin Wright	2024-7
ADMINISTRATION	2024/06/20	MPLS PARKING	6.00	Parking to attend Top Work Place Luncheon	2024-7
ADMINISTRATION	2024/06/22	TARGET	42.22	HRC - Pride Supplies	2024-7
ADMINISTRATION	2024/06/22	TARGET	9.58	HRC Pride Supplies	2024-7
ADMINISTRATION	2024/07/01	CROWN AWARDS	44.04	Stop the Clock Cornhole & Olympic Game Awards	2024-7
ADMINISTRATION	2024/07/07	AMAZON.COM	50.16	3 reams of bright blue paper for Utility Billing	2024-7
BUILDING INSPECTIONS	2024/06/12	WORKPLACE SERVICES DIVISI	45.00	LICENSE RENEWAL FOR CRAIG F.	2024-7
BUILDING INSPECTIONS	2024/06/14	ICC CHICAGO REGIONAL OFFI	305.00	CRAIG F-ICC TEST	2024-7
BUILDING INSPECTIONS	2024/07/10	TARGET	5.78	WATER, JUICE-CARVER CTY BUILDING OFFICIALS MEETING	2024-7
BUILDING INSPECTIONS	2024/07/10	DUNKIN' DONUTS	32.49	DONUTS-CARVER CTY BUILDING OFFICIALS MEETING	2024-7
CCC	2024/06/11	HOME DEPOT	10.70	BATTERIES	2024-7
CCC	2024/06/12	CUB FOODS	59.99	SR PROGRAMS-CAKES	2024-7
CCC	2024/06/14	LITTLE CAESARS PIZZA	26.00	PIZZA-PNO 6.14.24	2024-7
CCC	2024/06/17	AMAZON.COM	36.00	GAS MASK CARTRIDGES	2024-7
CCC	2024/06/18	CUB FOODS	14.00	WATER FOR STAFF	2024-7
CCC	2024/06/18	KWIK TRIP	22.43	CONCESSION STAND-RESALE	2024-7
CCC	2024/06/18	MINNESOTA CLAY CO USA	63.77	PRESCHOOL/YOUTH-GLAZES, POTTERY SUPPLIES	2024-7
CCC	2024/06/18	SAMS CLUB	19.92	WATER, GRANOLA BARS FOR TWINS TRIP	2024-7
CCC	2024/06/18	SAMS CLUB	186.74	CUPS, JUICE, SPOONS/COFFEE, NAPKINS	2024-7
CCC	2024/06/19	GRAINGER	83.44	SCRUBBING/STRIPPING PADS	2024-7
CCC	2024/06/19	ACE HARDWARE	34.32	KEY COPIES/LEATHER CLEANER FOR LODGE FURNITURE	2024-7
CCC	2024/06/19	ZORO TOOLS	114.86	KEY BLANKS	2024-7
CCC	2024/06/20	SCHOOL OUTFITTERS	215.31	BASKETBALL HOOP	2024-7
CCC	2024/06/20	NATIONAL RECREATION PK AS	180.00	MEMBERSHIP DUES	2024-7
CCC	2024/06/20	NATIONAL RECREATION PK AS	99.22	5TH EDITION OF MGMT OF PARK & REC AGENCIES	2024-7
CCC	2024/06/21	CINTAS	610.00	AED MAINTENANCE	2024-7
CCC	2024/06/21	CINTAS	106.26	RUG SERVICE	2024-7
CCC	2024/06/21	GRAINGER	12.30	BOLTS	2024-7
CCC	2024/06/21	1000 BULBS.COM	122.55	LED BULBS FOR THE LODGE	2024-7
CCC	2024/06/24	SAMS CLUB	85.29	CHIPS, FLOWERS/CHIPS	2024-7
CCC	2024/06/24	SAMS CLUB	52.94	CHIPS, KLEENEX	2024-7
CCC	2024/06/25	DOLLAR TREE	20.25	SR PROGRAM-WIPES, CANDY, NAPKINS, BALLOON	2024-7
CCC	2024/06/26	DOMINO'S PIZZA	39.96	PIZZA-GUEST SERVICES STAFF MEETING ON 6.26.24	2024-7
CCC	2024/06/26	THE LIFE GUARD STORE	630.92	LIFEGUARD SUPPLIES/EQUIPMENT	2024-7
CCC	2024/06/26	HOME DEPOT	15.96	PAINT	2024-7
CCC	2024/06/26	ULINE	324.59	WINDOW FILM FOR POLICE KIOSK	2024-7
CCC	2024/06/27	TARGET	13.72	SOAP, PESTICIDE-EVENT AT VETERANS PARK	2024-7
CCC	2024/06/28	B & H PHOTO-VIDEO	288.90	BANNER VINYL	2024-7
CCC	2024/07/01	GRAINGER	287.00	RUBBER GLOVES	2024-7
CCC	2024/07/01	GRAINGER	142.91	BATTERIES	2024-7
CCC	2024/07/01	AMAZON.COM	37.61	BULBS FOR LODGE	2024-7
CCC	2024/07/01	HOME DEPOT	400.47	CLR, BLEACH, CARPET GLUE, TAPE	2024-7
CCC	2024/07/02	WASTE CONNECTIONS	680.95	GARBAGE PICK-UP	2024-7
CCC	2024/07/02	COMCAST	42.00	JUL CCC CABLE	2024-7
CCC	2024/07/02	COMCAST	300.92	JUL FITNESS CABLE	2024-7
CCC	2024/07/02	SPARX HOCKEY	74.98	DUST VACUUM AUTO SWITCH REPLACEMENT	2024-7
CCC	2024/07/03	CUB FOODS	21.00	WATER-STAFF	2024-7
CCC	2024/07/03	THE WEBSTAIRANT STORE	764.70	VACUUM CLEANER	2024-7
CCC	2024/07/03	ALLIED HAND DRYER	81.38	BABY CHANGING PADS	2024-7
CCC	2024/07/05	ONLINECOMPONENTS.COM	37.67	FAN FOR UVLIGHT BALLAST BOX	2024-7
CCC	2024/07/08	GRAINGER	81.02	LIGHTS, PLIERS	2024-7
CCC	2024/07/08	KWIK TRIP	6.43	BANANAS-BOX LUNCH BINGO	2024-7
CCC	2024/07/09	AMAZON.COM	420.76	EXERCISE MATS FOR GROUP FITNESS CLASSES	2024-7
CCC	2024/07/09	SAMS CLUB	52.76	SILVERWARE PACKETS-LIONS/AOA PICNIC	2024-7
CCC	2024/07/09	SAMS CLUB	735.10	FOOD, BEVERAGES, SUPPLIES FOR MULTIPLE EVENTS	2024-7
CCC	2024/07/09	DANIUBEPSUN	43.20	ADHESIVE MAGNETIC TAPES FOR ICE RESURFACERS	2024-7
CCC	2024/07/10	AMAZON.COM	119.36	HAND WEIGHTS FOR GROUP FITNESS CLASSES	2024-7
CCC	2024/07/10	PARAMOUNT CENTER	1,511.50	SR PROGRAM TICKETS "THE MUSIC OF JOHN DENVER"	2024-7
CURLING CENTER	2024/06/19	SCHILLING SUPPLY COMPANY	1,129.38	SUPPLIES-SOAP, ROLL TOWELS, CANLINERS, TP	2024-7
CURLING CENTER	2024/06/19	RAPIT PRINTING INC	187.20	BANNER FOR CURLING ARENA	2024-7
CURLING CENTER	2024/06/22	ULINE	1,090.63	CROWD CONTROL SIGNS, CARTS FOR MOVING EQUIPMENT	2024-7
CURLING CENTER	2024/06/23	AMAZON.COM	32.84	CARPET CLEANER HOSE	2024-7
CURLING CENTER	2024/06/27	HOME DEPOT	178.55	BROOM, FLOOR CLEANER, GOO GONE	2024-7
CURLING CENTER	2024/07/01	WASTE CONNECTIONS	836.03	GARBAGE PICK-UP	2024-7
CURLING CENTER	2024/07/02	SCHILLING SUPPLY COMPANY	1,277.62	SUPPLIES-SOAP, ROLL TOWELS, TP	2024-7
CURLING CENTER	2024/07/09	CINTAS	19.14	FIRST AID CABINET SUPPLIES	2024-7
CURLING CENTER	2024/07/09	SAFE FOOD TRAINING	185.00	FOOD SAFETY TRAINING COURSE REGISTRATION-DEVYN	2024-7
CURLING CENTER	2024/07/10	KLINGSPOR'S WOODWORKING S	305.79	SANDPAPER FOR CONDITIONING STONES	2024-7
ELECTRIC	2024/06/11	HOME DEPOT	61.71	CHISELS	2024-7
ELECTRIC	2024/06/12	GRAND HYATT	1,078.59	APPA NAT'L CONF - HOTEL	2024-7
ELECTRIC	2024/06/12	HOME DEPOT	259.59	BITS & HINGES	2024-7
ELECTRIC	2024/06/13	MSP AIRPORT	92.00	APPA NAT'L CONF - PARKING	2024-7
ELECTRIC	2024/06/14	J HARLEN CO	656.43	HARNESS/LANYARD FOR T. OLSON	2024-7
ELECTRIC	2024/06/17	MENARDS	56.37	PROPANE & SHOVEL	2024-7
ELECTRIC	2024/07/01	HOME DEPOT	81.18	SCREWS FOR SWITCH CABINETS	2024-7
ELECTRIC	2024/07/01	AMAZON.COM	66.90	METER CONNECTORS/PLIERS	2024-7
ELECTRIC	2024/07/03	HOME DEPOT	89.41	CLEANING SUPPLIES	2024-7
ELECTRIC	2024/07/09	HOME DEPOT	76.09	OPERATING SUPPLIES-CONCRETE MIX, RAZOR BLADES & BATTERIES	2024-7

PURCHASE CARD TRANSACTIONS
JULY 2024 STATEMENT

Department	Transaction Date	Merchant DBA Name	Amount	Charge Desc.	Fiscal Month
FINANCE	2024/06/12	HYATT REGENCY	1,354.99	GFOA CONFERENCE-HOTEL	2024-7
FINANCE	2024/06/21	GOVERNMENT FINANCE OFFIC	675.00	GFOA DUES-NOEL, ERICA, LISA, ERIN	2024-7
FINANCE	2024/06/25	COSTCO WHOLESALE	55.00	COSTCO MEMBERSHIP FOR DENISE & VICKI	2024-7
FINANCE	2024/06/26	GOVERNMENT FINANCE OFFIC	530.00	ANNUAL COA REVIEW FEE FY2023	2024-7
FINANCE	2024/07/02	MINNESOTA SOCIETY OF CPA	142.00	CPE COURSE REGISTRATION	2024-7
FINANCE	2024/07/02	CENTURYLINK	635.19	JUL PHONE & LONG DIST SVC	2024-7
FINANCE	2024/07/02	MET COUNCIL ACCTS REC WEB	20,000.00	AUG SEWER SVCS FOR MET COUNCIL	2024-7
FINANCE	2024/07/08	NORTHSTAR CHAPTER OF THE	350.00	REGISTRATION-2024 FALL CONFERENCE	2024-7
FINANCE	2024/07/10	VERIZON WIRELESS	7,856.40	JUL 2024 PHONE SERVICE	2024-7
FIRE	2024/06/13	TARGET	11.98	HAND SOAP FOR BATHROOM	2024-7
FIRE	2024/06/13	HOME DEPOT	7.98	PAPER TOWEL HOLDER FOR BATHROOM	2024-7
FIRE	2024/06/13	BOUND TREE MEDICAL LLC	259.77	MEDICAL SUPPLIES-DEFIB PADS	2024-7
FIRE	2024/06/14	TAYLORSTINS	72.00	306 TAHOE-PLATES	2024-7
FIRE	2024/06/18	BOUND TREE MEDICAL LLC	1,287.82	MEDICAL SUPPLIES-BANDAGES, AIRWAYS, VENT COMPACKS, DRESSINGS	2024-7
FIRE	2024/06/18	HOME DEPOT	7.98	ALARM STORAGE CONTAINERS FOR DUTY OFFICER TAHOE	2024-7
FIRE	2024/06/25	OFFICE DEPOT	50.94	BINDERS FOR OFFICE	2024-7
FIRE	2024/06/27	NATIONAL EMERGENCY TRAIN	358.23	MEAL TICKETS FOR TRAINING IN MD-BEN O.	2024-7
FIRE	2024/06/27	HOME DEPOT	126.41	HOSE DRYING RACK FOR TEMP STATION	2024-7
FIRE	2024/06/28	TAYLORSTINS	504.00	FRONTS FOR HELMETS	2024-7
FIRE	2024/06/28	BOUND TREE MEDICAL LLC	519.80	MEDICAL SUPPLIES-EXAM GLOVES	2024-7
FIRE	2024/06/29	AMAZON.COM	29.99	FULL TIME STAFF ACCOUNTABILITY BOARD	2024-7
FIRE	2024/06/30	AMAZON.COM	41.96	NEW TOILET VALVE	2024-7
FIRE	2024/07/01	CIRCLE K	16.50	CAR WASHES FOR TRUCKS	2024-7
FIRE	2024/07/01	CHASKA SELF STORAGE	425.00	STORAGE UNIT RENTALS DURING CONSTRUCTION	2024-7
FIRE	2024/07/08	MTM HYDRO PARTS	187.56	TRUCK SOAP	2024-7
FIRE	2024/07/09	GOVERNMENT SOCIAL MEDIA L	1,059.00	WORKSHOP TRAINING REGISTRATION-SARAH	2024-7
FIRE	2024/07/10	HOME DEPOT	92.67	PARTS FOR TEMP STATION HOSE DRYER	2024-7
FIRE	2024/07/11	AMAZON.COM	71.90	HYDRATION PACKETS FOR FF'S	2024-7
HUMAN RESOURCES	2024/07/05	CHECKR INC	751.89	BACKGROUND CHECKS	2024-7
INFORMATION TECHNOLOGY	2024/06/12	AMAZON.COM	71.99	Language Translator for Police Department	2024-7
INFORMATION TECHNOLOGY	2024/06/13	AMAZON.COM	607.13	Cameras and Equipment for 41 Tunnel Project	2024-7
INFORMATION TECHNOLOGY	2024/06/14	AMAZON.COM	106.99	Network Equipment for 41 Tunnel Project	2024-7
INFORMATION TECHNOLOGY	2024/06/16	DNS MADE EASY	96.00	DNS made easy yearly renewal	2024-7
INFORMATION TECHNOLOGY	2024/06/18	AMAZON.COM	-71.99	Refund for PD Voice Translator Purchase	2024-7
INFORMATION TECHNOLOGY	2024/06/24	HOME DEPOT	38.82	Equipment purchase for IT	2024-7
INFORMATION TECHNOLOGY	2024/06/24	PORKBUN.COM	12.50	Chaska.net Domain Name renewal	2024-7
INFORMATION TECHNOLOGY	2024/06/25	HOME DEPOT	15.40	41 Tunnel camera box hardware	2024-7
INFORMATION TECHNOLOGY	2024/06/27	AMAZON.COM	39.95	USB Charging hub for Administration	2024-7
INFORMATION TECHNOLOGY	2024/07/09	AMAZON.COM	10.95	IT Surface Equipment Purchase	2024-7
INFORMATION TECHNOLOGY	2024/07/10	AMAZON.COM	55.38	Monitor Arms Purchase for Building Inspections	2024-7
MSB	2024/06/12	AMAZON.COM	77.50	BATTERIES FOR LOCATOR	2024-7
MSB	2024/06/18	AMAZON.COM	109.99	VEHICLE POWER CORD	2024-7
MSB	2024/06/20	AMAZON.COM	189.02	REPELLENT WIPES	2024-7
MSB	2024/06/21	EPASALES	406.37	STORM PUMP HOSE CONNECTIONS	2024-7
MSB	2024/06/23	AMAZON.COM	19.79	THERMOSTAT FOR WORKMAN	2024-7
MSB	2024/06/25	AMAZON.COM	18.95	PULLEY FOR BANNERS	2024-7
MSB	2024/06/26	AMAZON.COM	66.14	#107 SIGNAL LAMP	2024-7
MSB	2024/06/28	AMAZON.COM	384.96	BANNER SUPPLIES	2024-7
MSB	2024/07/01	AMAZON.COM	9.88	BREAKROOM SUPPLIES	2024-7
MSB	2024/07/02	PLUNKETT'S PEST CONTROL	56.36	BLUFF CREEK SUB-PEST CONTROL	2024-7
MSB	2024/07/02	PLUNKETT'S PEST CONTROL	56.36	WEST CREEK SUB-PEST CONTROL	2024-7
MSB	2024/07/02	PLUNKETT'S PEST CONTROL	56.36	LAKE HAZELTINE SUB-PEST CONTROL	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	1,118.41	MSB-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	761.47	CITY HALL	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	288.73	ATHLETIC PARK-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	179.40	LION'S PARK - GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	229.89	VETERAN'S PARK-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	179.40	COMMUNITY PARK-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	162.31	MCKNIGHT PARK-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	162.31	SUNSET PARK-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	510.58	TOWN COURSE-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	180.41	THE LOOP-GARBAGE	2024-7
MSB	2024/07/03	WASTE CONNECTIONS	315.78	TOWN COURSE MAINTENANCE-GARBAGE	2024-7
MSB	2024/07/10	AMAZON.COM	308.35	CABLE	2024-7
MSB	2024/07/11	EBAY	76.40	SPLASH PAD WATER PIPE FITTING	2024-7
PARK & REC	2024/06/11	BOWLERO EDEN PRAIRIE	839.44	EXTREME KIDS-WEEK 1 FIELD TRIP	2024-7
PARK & REC	2024/06/12	LITTLE CAESARS PIZZA	136.50	EXTREME KIDS-WEEK 1 PIZZA OPTION	2024-7
PARK & REC	2024/06/12	HOME DEPOT	29.94	EXTREME KIDS-FLOWERS/SR PROGRAMS-PLANT	2024-7
PARK & REC	2024/06/15	AMAZON.COM	89.43	EXTREME KIDS-WEEK 1 SUPPLY-MARKERS, MARBLES	2024-7
PARK & REC	2024/06/17	TARGET	68.11	EXTREME KIDS-WEEK 2 SUPPLY-MILK, TOOTHPICKS	2024-7
PARK & REC	2024/06/17	THREE RIVERS PARK DISTRIC	570.00	EXTREME KIDS & TREKS & TRAILS-FIELD TRIPS	2024-7
PARK & REC	2024/06/18	GAME ONE SPORTS	322.06	ADULOT SPORTS-VOLLEYBALL SHIRTS	2024-7
PARK & REC	2024/06/18	GRAND SLAM	1,235.25	EXTREME KIDS-WEEK 2 FIELD TRIP	2024-7
PARK & REC	2024/06/19	AMAZON.COM	76.72	EXTREME KIDS-SNACKS	2024-7
PARK & REC	2024/06/20	HY VEE	19.96	EXTREME KIDS WEEK 2-WATERMELON	2024-7
PARK & REC	2024/06/20	URBAN AIR ADVENTURE PARK	104.99	KIDS DAY OUT DEPOSIT FOR 12/23/24	2024-7
PARK & REC	2024/06/22	AMAZON.COM	30.05	EXTREME KIDS WEEK 2 SUPPLY-GOOGLY EYES, MASKS	2024-7
PARK & REC	2024/06/22	AMAZON.COM	126.89	LODGE-COFFEE MACHINE	2024-7
PARK & REC	2024/06/24	TARGET	78.07	EXTREME KIDS WEEK 3 SUPPLY-BREAD, MILK	2024-7
PARK & REC	2024/06/24	TARGET	5.67	EXTREME KIDS-WEEK 3 SUPPLY-JELLO	2024-7
PARK & REC	2024/06/25	LBSA	28.52	PROFESSIONAL DEVELOPMENT WORKSHOP	2024-7

PURCHASE CARD TRANSACTIONS
JULY 2024 STATEMENT

Department	Transaction Date	Merchant DBA Name	Amount	Charge Desc.	Fiscal Month
PARK & REC	2024/06/26	LITTLE CAESARS PIZZA	110.50	EXTREME KIDS-WEEK 3 PIZZA	2024-7
PARK & REC	2024/06/26	AMAZON.COM	13.96	WIRELESS MOUSE FOR LAPTOP	2024-7
PARK & REC	2024/06/27	TARGET	42.34	EXTREME KIDS-WEEK 3 SUPPLY-CANDY, COOKIES	2024-7
PARK & REC	2024/06/28	WAY COOL COOKING SCHOOL	102.00	KIDS DAY OUT DEPOSIT 12/2/24	2024-7
PARK & REC	2024/06/28	AMAZON.COM	43.62	EXTREME KIDS-WEEK 4 SUPPLY-BOARD GAME, SALT	2024-7
PARK & REC	2024/06/28	AMAZON.COM	62.04	EXTREME KIDS-WEEK 4 SUPPLY-SNOW GLOBES	2024-7
PARK & REC	2024/06/29	AMAZON.COM	89.96	EXTREME KIDS-SWIM BANDS	2024-7
PARK & REC	2024/07/01	SAMS CLUB	210.96	EXTREME KIDS-SNACKS	2024-7
PARK & REC	2024/07/01	CUB FOODS	117.98	EXTREME KIDS-KOOL AID, POPSICLES	2024-7
PARK & REC	2024/07/01	DOLLAR TREE	32.50	EXTREME KIDS- WEEK 4 SUPPLY-GLOW BALLS & STICKS	2024-7
PARK & REC	2024/07/01	TARGET	40.75	SUPPLIES FOR HANGING ART IN GALLERY	2024-7
PARK & REC	2024/07/02	TARGET	22.00	PILLOWS FOR STUFFING COUCH CUSHIONS	2024-7
PARK & REC	2024/07/02	DOLLAR TREE	15.00	BINGO PRIZES-SNACKS, NOTEBOOKS, BUNTING	2024-7
PARK & REC	2024/07/02	CITY OF APPLE VALLEY R	1,125.00	EXTREME KIDS/ TEEN SPLASH-FIELD TRIPS	2024-7
PARK & REC	2024/07/02	TARGET	76.44	EXTREME KIDS-MILK, LYSOL, SUNSCREEN	2024-7
PARK & REC	2024/07/02	ULTIMATE EVENTS INC	449.31	F & I TENT RENTAL-REMAINING BALANCE	2024-7
PARK & REC	2024/07/02	HOME DEPOT	36.92	SUPPLIES FOR HANGING ART IN GALLERY	2024-7
PARK & REC	2024/07/03	TARGET	15.00	PILLOWS FOR STUFFING COUCH CUSHIONS	2024-7
PARK & REC	2024/07/03	LITTLE CAESARS PIZZA	84.50	EXTREME KIDS-WEEK 4-PIZZA	2024-7
PARK & REC	2024/07/05	AMAZON.COM	147.73	EXTREME KIDS-WEEK 5 SUPPLY-TWEEZERS, WOOD COASTERS, STICKERS	2024-7
PARK & REC	2024/07/06	TARGET	-12.98	GALLERY SUPPLIES RETURNED	2024-7
PARK & REC	2024/07/06	HOME DEPOT	-17.96	GALLERY SUPPLIES RETURNED	2024-7
PARK & REC	2024/07/07	ERIKS BIKE SHOP EDEN	27.11	PRIZE ITEMS-SOCKS, WATER BOTTLE	2024-7
PARK & REC	2024/07/08	CUB FOODS	114.77	BOX LUNCH BINGO-SANDWICHES	2024-7
PARK & REC	2024/07/08	TARGET	91.97	EXTREME KIDS-WEEK 5 SUPPLY-FLOUR, BUTTER, VINEGAR	2024-7
PARK & REC	2024/07/08	SAMS CLUB	209.44	EXTREME KIDS-SNACKS	2024-7
PARK & REC	2024/07/08	MICHAELS ARTS AND CRAFT S	59.94	EXTREME KIDS-WEEK 5 CRAFT SUPPLY-CORD, LOOMS	2024-7
PARK & REC	2024/07/08	AMAZON.COM	64.99	AOA PICNIC-PAPER PLATES	2024-7
PARK & REC	2024/07/10	CUB FOODS	59.99	B'DAY PARTY-CAKE	2024-7
PARK & REC	2024/07/10	LITTLE CAESARS PIZZA	110.50	EXTREME KIDS-WEEK 5 PIZZA	2024-7
PARK & REC	2024/07/11	AMAZON.COM	23.99	PICKLEBALL LADDER LEAGUE PRIZE-PICKLEBALL BACKPACK	2024-7
PARK & REC	2024/07/11	AMAZON.COM	23.99	PICKLEBALL LADDER LEAGUE PRIZE-PADDLES	2024-7
PARK & REC	2024/07/11	AMAZON.COM	36.99	TEEN BOOK CLUB-TOTE BAGS	2024-7
POLICE	2024/06/12	BCA TRAINING EDUCATION	300.00	BCA Conference - Melberg	2024-7
POLICE	2024/06/13	BCA TRAINING EDUCATION	300.00	BCA Conference - Beaudette	2024-7
POLICE	2024/06/14	MICRO CENTER	359.94	Hard Drive for forensic examination of cell phones	2024-7
POLICE	2024/06/14	CHASKA LAUNDRY CENTER, IN	28.09	Kavlie Uniform cleaning - due to bed bugs at Waybury Apartments.	2024-7
POLICE	2024/06/14	HOME DEPOT	7.87	Bed bug killer for squads	2024-7
POLICE	2024/06/17	POS SUPPLY SOLUTIONS	299.95	Printer paper for squads	2024-7
POLICE	2024/06/17	AMAZON.COM	52.32	Drone tools/accessories	2024-7
POLICE	2024/06/18	GDIT FAA	10.00	Drone registration fees	2024-7
POLICE	2024/06/19	CHASKA LAUNDRY CENTER, IN	28.09	Lowery Uniform Cleaning - Due to bed bugs at Waybury Apartments.	2024-7
POLICE	2024/06/20	AMAZON.COM	49.15	Training supplies/Tourmiquets	2024-7
POLICE	2024/06/20	AMAZON.COM	16.99	Office fan	2024-7
POLICE	2024/06/21	AMAZON.COM	46.78	Replacement radio mic and Drone protectors	2024-7
POLICE	2024/06/22	AMAZON.COM	140.00	Boll Uniform - Initial Issue - Bike Patrol	2024-7
POLICE	2024/06/26	RED BENCH BAKERY	25.30	Coffee with a Cop	2024-7
POLICE	2024/06/27	MCDONALDS	64.50	Cones with a Cop	2024-7
POLICE	2024/06/27	MINNESOTA STATE COLLEGES	700.00	Pursuit Refresher/squad rental - #405	2024-7
POLICE	2024/06/27	MINNESOTA STATE COLLEGES	700.00	Basic PIT/TVI - #407	2024-7
POLICE	2024/07/01	STORAGE MART #0971	99.99	Storage for impounded bikes	2024-7
POLICE	2024/07/01	CIRCLE K	75.00	Fleet car wash	2024-7
POLICE	2024/07/01	TRANSUNION	190.20	Data Processing	2024-7
POLICE	2024/07/01	MARIE RIDGEWAY LICSW	400.00	Wellness Retainer	2024-7
POLICE	2024/07/02	ADOBE SYSTEMS	21.66	Acrobat Pro	2024-7
POLICE	2024/07/03	SAMS CLUB	50.00	Membership Fee	2024-7
POLICE	2024/07/03	MINNESOTA CRIME PREVENTION	325.00	Conference Registration - #424	2024-7
POLICE	2024/07/03	4 IMPRINT	307.06	Junior Officer Badges	2024-7
POLICE	2024/07/03	AMAZON.COM	94.94	Boll/Wiebusch Uniform - Initial Issue - Bike Patrol - Helmets	2024-7
POLICE	2024/07/04	CHASE ON THE LAKE	50.00	Deposit for lodging - Crime Prevention Training in October #424	2024-7
POLICE	2024/07/08	GOVERNMENT SOCIAL MEDIA L	759.00	Social Media Training - #413	2024-7
POLICE	2024/07/08	BCA TRAINING EDUCATION	300.00	Influence In Supervision - #411	2024-7
POLICE	2024/07/09	AMAZON.COM	58.45	Writing pads	2024-7
POLICE	2024/07/09	ERIKS BIKE SHOP EDEN	4,479.94	e-Bike - Bike Patrol - Public Safety Aid dollars	2024-7
POLICE	2024/07/09	AMAZON.COM	-94.94	RETURNED Boll/Wiebusch Uniform - Initial Issue - Bike Patrol - Helmets	2024-7
POLICE	2024/07/09	AMAZON.COM	87.90	Boll/Wiebusch Uniform - Initial Issue - Bike Patrol - Helmets	2024-7
POLICE	2024/07/10	MINNESOTA CHIEFS OF POLIC	137.00	Permit to Purchase cards	2024-7
POLICE	2024/07/11	AMAZON.COM	58.15	Dog treats/laundry soap/markers	2024-7
POLICE	2024/07/11	AMAZON.COM	120.55	Breakroom supplies- Plates/bowls	2024-7
POLICE	2024/07/11	AMAZON.COM	80.89	Breakroom supplies - Silverware	2024-7
POLICE	2024/07/11	AMAZON.COM	102.94	Boll/Kjorstad Uniform - Initial Issue - Bike Patrol Bike Helmet	2024-7
PUBLIC WORKS	2024/06/11	HOME DEPOT	70.50	TAPE MEASURE AND INSULATION KNIVES	2024-7
PUBLIC WORKS	2024/06/11	HOME DEPOT	99.97	SOCKET SET	2024-7
PUBLIC WORKS	2024/06/12	HOME DEPOT	51.38	LION'S PARK WARMING HOUSE LIGHTS	2024-7
PUBLIC WORKS	2024/06/12	HOME DEPOT	23.35	ANT SPRAY AND GLOVES	2024-7
PUBLIC WORKS	2024/06/12	HOME DEPOT	39.68	PARK MATERIALS - SILICONE, SHIMS	2024-7
PUBLIC WORKS	2024/06/13	HOME DEPOT	244.03	ROOF DRAIN REPAIR	2024-7
PUBLIC WORKS	2024/06/13	HOME DEPOT	153.32	LION'S WARMING HOUSE CEILING REPAIR	2024-7
PUBLIC WORKS	2024/06/13	HOME DEPOT	52.00	LIONS WARMING HOUSE - HVAC REPAIR	2024-7
PUBLIC WORKS	2024/06/13	HOME DEPOT	27.88	FLOWER CART HOSES & WATER CANS	2024-7
PUBLIC WORKS	2024/06/14	HOME DEPOT	112.35	THERMOSTAT WIRE	2024-7

**PURCHASE CARD TRANSACTIONS
JULY 2024 STATEMENT**

Department	Transaction Date	Merchant DBA Name	Amount	Charge Desc.	Fiscal Month
PUBLIC WORKS	2024/06/14	HOME DEPOT	74.76	LION'S WARMING HOUSE - A/C WIRING	2024-7
PUBLIC WORKS	2024/06/15	AMAZON.COM	92.67	FLAG POLE BEADED RETAINER RINGS	2024-7
PUBLIC WORKS	2024/06/17	HOME DEPOT	135.15	GAS PIPING FOR WARMING HOUSE-LION'S PARK	2024-7
PUBLIC WORKS	2024/06/17	AMAZON.COM	16.82	JET SPRAY TIP	2024-7
PUBLIC WORKS	2024/06/17	HOME DEPOT	17.40	PARKS - BUCKETS	2024-7
PUBLIC WORKS	2024/06/17	WINSUPPLY EDEN PRAIRIE MN	500.00	POWER PEDESTAL FOR LION'S BALL PARK	2024-7
PUBLIC WORKS	2024/06/17	WINSUPPLY EDEN PRAIRIE MN	500.00	POWER PEDESTAL FOR IRRIGATION AT 41/61	2024-7
PUBLIC WORKS	2024/06/18	AMAZON.COM	26.45	POLICE DEPT GARAGE DOOR SAFETY SW CORD	2024-7
PUBLIC WORKS	2024/06/18	HOME DEPOT	125.96	PAINTING TOOLS	2024-7
PUBLIC WORKS	2024/06/18	HOME DEPOT	224.98	PUSH LAWN MOWER	2024-7
PUBLIC WORKS	2024/06/18	HOME DEPOT	43.20	PARKS - MORTAR MIX	2024-7
PUBLIC WORKS	2024/06/19	AMAZON.COM	29.99	FLAG POLE BEADED RETAINER RINGS	2024-7
PUBLIC WORKS	2024/06/21	TOM KRAEMER INC	1,511.82	FLOOD PREP - STORAGE CONTAINERS	2024-7
PUBLIC WORKS	2024/06/21	FLEET FARM	120.87	FLOOD PREP - SUPPLIES BUCKETS	2024-7
PUBLIC WORKS	2024/06/21	TOM KRAEMER INC	-503.94	FLOOD PREP - CREDIT ONE STORAGE CONTAINER	2024-7
PUBLIC WORKS	2024/06/21	HOME DEPOT	24.38	PARKS - LUMBER	2024-7
PUBLIC WORKS	2024/06/24	HOME DEPOT	17.98	CEMENT TUBS-PARK PRJ	2024-7
PUBLIC WORKS	2024/06/24	HOME DEPOT	149.48	GROUT-LOOP CLUBHOUSE WALLS	2024-7
PUBLIC WORKS	2024/06/25	HOME DEPOT	135.94	GROUT-GABIONS LOOP CLUBHOUSE	2024-7
PUBLIC WORKS	2024/06/25	AMAZON.COM	19.10	FIREMAN'S PARK CONCESSION - PIZZA WARMER LIGHT BULBS	2024-7
PUBLIC WORKS	2024/06/26	HOME DEPOT	370.22	PAINTING SUPPLIES, PVC AND TRIM - WARMING HOUSE LION'S PARK	2024-7
PUBLIC WORKS	2024/06/26	HOME DEPOT	11.97	BITS	2024-7
PUBLIC WORKS	2024/06/26	TOM KRAEMER INC	218.75	FLOOD PREP - STORAGE CONTAINER MOVE	2024-7
PUBLIC WORKS	2024/06/26	WINSUPPLY EDEN PRAIRIE MN	54.40	CONTROL RELAY FOR CONCESSION STAND	2024-7
PUBLIC WORKS	2024/06/26	HOME DEPOT	307.88	FLOOD PREP - MATERIALS TO BUILD TEMP LEVY ON HWY 41	2024-7
PUBLIC WORKS	2024/06/27	SOUTHWEST RENTAL & SALES	65.10	HEDGE TRIMMER RENTAL	2024-7
PUBLIC WORKS	2024/06/27	HOME DEPOT	38.98	LION'S WARMING HOUSE REPAIRS	2024-7
PUBLIC WORKS	2024/06/27	HOME DEPOT	18.76	SCRAPER/KWIK SEAL	2024-7
PUBLIC WORKS	2024/06/27	FLEET FARM	435.97	SPOTLIGHT, SLINGS, ROPE	2024-7
PUBLIC WORKS	2024/06/28	HOME DEPOT	383.25	LIONS WARMING HOUSE LIGHTS	2024-7
PUBLIC WORKS	2024/06/28	HOME DEPOT	49.70	LION'S PARK WARMING HOUSE	2024-7
PUBLIC WORKS	2024/06/28	HOME DEPOT	356.13	RIDGE BLUFF LN SUMP LINE REPAIR - TOOLS AND COUPLINGS	2024-7
PUBLIC WORKS	2024/06/28	HOME DEPOT	27.90	FLAG POLE CABLE REPAIR	2024-7
PUBLIC WORKS	2024/07/01	HOME DEPOT	64.90	LIONS WARMING HOUSE - GLUE	2024-7
PUBLIC WORKS	2024/07/01	HOME DEPOT	7.16	LION'S PARK WARMING HOUSE	2024-7
PUBLIC WORKS	2024/07/01	ACE SUPPLY CO, INC - ST	-211.20	CREDIT - LIONS WARMING HOUSE	2024-7
PUBLIC WORKS	2024/07/02	AMAZON.COM	20.68	CRESCOR SWITCH	2024-7
PUBLIC WORKS	2024/07/02	HOME DEPOT	162.48	SUPPLIES - SCREWS	2024-7
PUBLIC WORKS	2024/07/02	HOME DEPOT	9.66	SUPPLIES - NUTS & BOLTS	2024-7
PUBLIC WORKS	2024/07/03	AMAZON.COM	363.47	LION WARMING HOUSE FAUCETS	2024-7
PUBLIC WORKS	2024/07/03	AMAZON.COM	30.72	CRESCOR OVER SWITCH	2024-7
PUBLIC WORKS	2024/07/03	TOM KRAEMER INC	230.00	FLOOD PREP - MONTHLY STORAGE RENTAL	2024-7
PUBLIC WORKS	2024/07/03	HOME DEPOT	-159.72	RETURN SCREWS	2024-7
PUBLIC WORKS	2024/07/03	HOME DEPOT	62.91	CLEANING SUPPLIES	2024-7
PUBLIC WORKS	2024/07/05	HOME DEPOT	290.54	HAND TOOLS	2024-7
PUBLIC WORKS	2024/07/08	HOME DEPOT	209.94	FLOOD RESTORATION - HOSE	2024-7
PUBLIC WORKS	2024/07/08	WINSUPPLY EDEN PRAIRIE MN	347.80	WARMING HOUSE RELAYS	2024-7
PUBLIC WORKS	2024/07/08	HOME DEPOT	67.22	ATHLETIC PARK IRRIGATION - CORD & PLUGS	2024-7
PUBLIC WORKS	2024/07/09	HOME DEPOT	123.80	LIONS WARMING HOUSE MATERIAL FOR WINDOW INSTALL	2024-7
PUBLIC WORKS	2024/07/09	MENARDS	241.91	LIONS WARMING HOUSE - SUPPLIES & TABLES	2024-7
PUBLIC WORKS	2024/07/09	MENARDS	601.48	LIONS WARMING HOUSE WEATHER STRIPPING & CHAIRS	2024-7
PUBLIC WORKS	2024/07/09	NTE	559.95	FLOOD RESTORATION - SPRAYERS, HOSES	2024-7
PUBLIC WORKS	2024/07/09	HOME DEPOT	44.88	FLOOD RESTORATION SUPPLIES - BLEACH	2024-7
PUBLIC WORKS	2024/07/10	AMAZON.COM	11.49	LIONS WARMING HOUSE TABLE PARTS	2024-7
PUBLIC WORKS	2024/07/10	HOME DEPOT	295.72	LIONS WARMING HOUSE MATERIALS FOR WINDOW INSTALL	2024-7
PUBLIC WORKS	2024/07/10	HOME DEPOT	34.18	MAINTANENCE SUPPLIES	2024-7
PUBLIC WORKS	2024/07/10	HOME DEPOT	390.88	CONCRETE BAGS	2024-7
PUBLIC WORKS	2024/07/10	FLEET FARM	97.31	FLOOD RESTORATION - HOSES, BLEACH	2024-7
PUBLIC WORKS	2024/07/10	WINSUPPLY EDEN PRAIRIE MN	872.36	EXTRA WIRE FOR SUBSTATION SHUT DOWN	2024-7
THE LOOP	2024/06/14	TARGET	47.63	LOOP EMERGENCY SHOWER ITEMS-SOAP, TOWELS	2024-7
THE LOOP	2024/06/21	COSTCO WHOLESALE	499.28	RESALE	2024-7
THE LOOP	2024/07/09	AMAZON.COM	9.98	THREAD LOCK TO SEAL THREADS ON PUTTING GREEN PINS	2024-7
TOWN COURSE	2024/06/13	FLEET FARM	162.55	HERBICIDE	2024-7
TOWN COURSE	2024/06/17	AMAZON.COM	39.98	GOLF GRIP SOLVENT	2024-7
TOWN COURSE	2024/06/17	OFFICE MAX	72.60	LOOP-TONER CARTRIDGE	2024-7
TOWN COURSE	2024/06/17	HOME DEPOT	23.80	LIGHT BULBS	2024-7
TOWN COURSE	2024/06/18	OFFICE MAX	22.75	DRY ERASE MARKERS	2024-7
TOWN COURSE	2024/06/18	OFFICE DEPOT	38.35	RUBBERBANDS, NOTEPADS	2024-7
TOWN COURSE	2024/06/20	AMAZON.COM	99.98	JR GOLF SUPPLIES-LADDERBALL SETS	2024-7
TOWN COURSE	2024/06/21	SHEELS	198.00	ETHAN'S INITIAL CLOTHING	2024-7
TOWN COURSE	2024/06/22	REI	99.00	ETHAN'S INTIAL CLOTHING	2024-7
TOWN COURSE	2024/06/25	HOME DEPOT	90.87	CART BARN SUPPLIES-BROOM, HOSE, BUCKET	2024-7
TOWN COURSE	2024/06/28	HOME DEPOT	60.36	FENCE SUPPLIES	2024-7
TOWN COURSE	2024/07/01	OFFICE MAX	146.84	LOOP-TONER	2024-7
TOWN COURSE	2024/07/01	OFFICE MAX	-72.59	LOOP-CREDIT FOR RETURNED TONER CARTRIDGES	2024-7
TOWN COURSE	2024/07/02	AMAZON.COM	21.98	LOOP-NUMBERS FOR PUTTING GREEN	2024-7
TOWN COURSE	2024/07/02	HOME DEPOT	104.22	HOSE FITTINGS	2024-7
TOWN COURSE	2024/07/03	AMAZON.COM	154.95	STARTER TENT	2024-7
TOWN COURSE	2024/07/08	OFFICE DEPOT	646.98	RECEIPT ROLLS	2024-7
TOWN COURSE	2024/07/10	BUGG PRODUCTS, LLC	234.89	RESALE-TC & LOOP	2024-7
WATER/SEWER	2024/06/13	HOME DEPOT	98.58	CURBSTOP PIPE	2024-7

PURCHASE CARD TRANSACTIONS
JULY 2024 STATEMENT

Department	Transaction Date	Merchant DBA Name	Amount	Charge Desc.	Fiscal Month
WATER/SEWER	2024/06/17	HOME DEPOT	36.88	LEAD & COPPER SUPPLIES	2024-7
WATER/SEWER	2024/06/21	HOME DEPOT	23.64	PLUGS FOR METER & TRAY FOR NEW TRUCK	2024-7
WATER/SEWER	2024/06/24	HOME DEPOT	56.91	SAFETY - EAR PLUGS	2024-7
WATER/SEWER	2024/06/24	HOME DEPOT	154.20	CURB STOP SUPPLIES/MATERIALS	2024-7
WATER/SEWER	2024/06/25	HOLIDAY INN	172.95	L. MONTUFAR CDL HOTEL DEPOSIT	2024-7
WATER/SEWER	2024/07/08	MNAWWA	680.00	AWWA CONF- M. HAEFNER & S. MUNKELWITZ	2024-7
WATER/SEWER	2024/07/09	HOME DEPOT	219.00	DEHUMIDIFIER	2024-7
WATER/SEWER	2024/07/09	HOME DEPOT	79.65	HOSE & KEYS	2024-7
WATER/SEWER	2024/07/10	MENARDS	17.98	SOD FOR LCL HOMES	2024-7
			-29.99	LESS CREDITS AFTER STATEMENT DATE	2024-7
			97,436.63		2024-7



COUNCIL MEETING/WORK SESSION SCHEDULE

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

August 5th: Starting at 5:30 p.m., we will be having a work session to continue discussions on planning, design and cost for the Engler Boulevard Reconstruction project. Carver County representatives will be at this meeting. Following the work session, we will have a regular meeting of the Council.

August 19th: Prior to the Council meeting we will have a Work Session. This work session will be the first budgeting work session to prepare for establishing the 2025 Budget. In addition to this work session, there will also be General Fund Budget Work Sessions on September 9th and September 16th, with the Council acting on the Preliminary Tax Levy at the September 30th Council meeting. There will be regular meetings following each of these Work Sessions.

If you are unable to attend any of these meetings, just let me know so we can plan around it.

PUBLIC SAFETY FACILITY UPDATES

As an update to the progress on the new Public Safety Facility, below are a few highlights of activities that have occurred over the past few weeks:

- Excavation, grading, and soil corrections continue on parts of the site.
- The footings started the week of July 22nd and continue as they move to different areas of the building.
- Some of the work on the CMU walls will begin the week of August 5 and continue to several weeks after that. They will be starting on the east end of the site where the fire apparatus bays are at and working their way from there.

Every bi-weekly throughout the course of this project will provide the highlights of the items that the contractor is currently working on, and any other notable items that may be coming up. There will also be providing periodic updates to the public as well, so they are able to know what is occurring and when.

If there are any questions about the information provided, or anything else, please don't hesitate to reach out.

LCCMR Grant Application

In late June, Mayor Windschitl, Planning Commissioner Rob Brass, and Parks and Recreation Commissioner Jason Branch, along with Nate Kabat, Marshall Grange, Ashley Cauley, Liz Hanson, and Kevin Wright presented to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) about their request for funding for the Big Woods.

We have been informed the LCCMR finalized its funding recommendations for the 2025-2026 funding cycle. This recommendation includes \$529,000 (95% of the city's full request) for the acquisition of Chaska's Big Woods. Over the next couple of months, the city will be working on submitting the final work plan and LCCMR will finalize appropriation bill language. This bill will be presented to the 2025 Minnesota Legislature as the official LCCMR recommendation for spending of the Environment and Natural Resources Trust Fund (ENRTF).

The competition for these funds was stiff. There were 214 proposals (totaling \$183 million) were originally submitted to the LCCMR for consideration, and 129 proposals, totaling \$125 million, were invited to present for further consideration. The amount available for appropriation from the ENRTF is approximately \$90 million.

A huge congratulations and thank you to everyone who worked on the application and presentation!

UPCOMING EVENTS:

- Chaska Farmer's Markets and Clayhole Concert Series: Every Wednesday night down at Firemen's Park
- U.S Amateur Tournament: August 12-18-More to come on this event
- Art in the Park: August 17-18 at Firemen's Park
- Touch a Truck: August 22 from 5-7 p.m. at Chaska High School parking lot (new location!)