



AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, June 16, 2025
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
 - 5.A. Growth Through Opportunity Swearing In Ceremony
6. Approve Previous Meeting Minutes
 - 6.A. City Council Meeting Minutes 06-02-2025
7. Consent Items
 - 7.A. Adopt Resolution 2025-30 Pertaining to the Expenditure of City Funds by/for Employees
 - 7.B. Approve Transient Accommodation - Hazeltine National Golf Club
 - 7.C. Adopt Resolution No. 2025-31 Approving the Final Site & Building Plan for 316 Lake Hazeltine Drive/Beckman Coulter/PC #2025-09
 - 7.D. Approve Temporary On Sale Intoxicating License for Flags and Honor of MN
 - 7.E. Approve Temporary On Sale Intoxicating License for Chaska Lions Club
 - 7.F. Development Agreement between City of Chaska and Coventry Properties of Chaska, LLC
 - 7.G. Approve Alphabet Junction's Request to Terminate the Chaska Community Center Lease Agreement Early
 - 7.H. Adopt Resolution 2025-34 - Approving 2025 Performance Measures
 - 7.I. Resolution 2025-35 Calling for a Public Hearing on Proposed Cable Television Franchise Agreement and Proposed Cable Television Franchise Ordinance

8. Action Items

- 8.A. Public Hearing and Resolution 2025-33 Authorizing Execution of a Tax Abatement Agreement for Beckman Coulter Expansion
- 8.B. Implement an Electric Utility Franchise and Franchise Fee with both MVEC and Xcel
 - 8.B.i. Adopt Ordinance No. 2025-1063 Granting Minnesota Valley Electric Cooperative an Electric Utility Franchise
 - 8.B.ii. Adopt Ordinance No. 2025-1064 Implementing an Electric Energy Franchise Fee on Minnesota Valley Electric Cooperative
 - 8.B.iii. Adopt Ordinance No. 2025-1065 Granting Northern States Power Company an Electric Utility Franchise
 - 8.B.iv. Adopt Ordinance No. 2025-1066 Implementing an Electric Energy Franchise Fee on Northern States Power Company
 - 8.B.v. Adopt Resolution No. 2025-32 To Approve Summary Publication of Ordinances 2025-1063, 2025-1064, 2025-1065, and 2025-1066

9. Bills

- 9.A. ACCOUNTS PAYABLE CLAIMS ROSTER 6-16-2025

10. Other Business

- 10.A. City Administrator's Report
 - 10.A.i. Biweekly Report 06/16/2025

11. Adjourn

**- MINUTES -
CHASKA CITY COUNCIL
JUNE 2, 2025**

1. Call to Order

The meeting was called to order by Mayor Pro Tem Hatfield at 7 p.m.

2. Pledge of Allegiance

3. Roll Call

Roll call was taken. Present: Mayor Pro Tem Hatfield and Councilmembers Benesh, Grau, and Sheveland.

Absent: Mayor Hubbard.

Also Present: Matt Podhradsky, City Administrator; Krista Mark, Communications Coordinator; Elise Durbin, Assistant City Administrator; and Christophe Morschen, City Attorney.

4. Adopt the Agenda

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

5. Proclamation

5.A. Years of Dedication to the Community – Cy's Bar & Grill

Mayor Pro Tem Hatfield explained Cy's has been a staple in Chaska and has new ownership. She read the proclamation in full.

Mayor Pro Tem Hatfield noted Cy's will only close for a couple of days to handle the transition.

6. Visitor Presentation

6.A. Tour de Tonka - Update

Jenny Bodurka, Minnetonka Community Education, explained Tour de Tonka will be in August, and it is the 20th anniversary. She highlighted 2025 sponsors on the presentation slide. There will be special events such as merchandise, display, and legacy riders to celebrate the anniversary.

Ms. Bodurka noted there are 835 riders registered with several states and cities represented. Most people sign up for the 100-mile event. The routes go through four counties and 25 cities. She showed a map of the different routes. She pointed out there is a rest stop in Chaska for the 100-mile ride.

Alyssa Peak, Minnetonka Community Education, stated over 600 volunteers are needed to make the event possible. There are many different options for volunteering.

Ms. Peak pointed out the event has raised over \$100,000 for the ICA Food Shelf since 2006. She thanked law enforcement and safety partners for their support of the event.

Mayor Pro Tem Hatfield encouraged folks to volunteer for the event. Ms. Bodurka stated the links to volunteer are on the website.

7. Approve Previous Meeting Minutes

7.A. Approve the May 19, 2025, City Council Meeting Minutes

Motion by Councilmember Sheveland, second by Councilmember Grau to approve the minutes of the May 19, 2025, City Council meeting.

Motion carried.

8. Consent Agenda

Councilmember Sheveland noted her excitement for the Beckman Coulter project moving forward.

Motion by Councilmember Grau, second by Councilmember Benesh to approve the Consent Agenda Items A through C:

- A. Adopt Resolution No. 2025-28 calling for a Public Hearing on Proposed Property Tax Abatement for Beckman Coulter Expansion

Motion to adopt Resolution 2025-28 calling for a public hearing on the proposed property tax abatement to support the expansion of Beckman Coulter and the road improvements necessary on Lake Hazeltine Drive.

- B. Adopt Ordinance 1061 Amending Chapter 7, Article 7.16.030 Illicit Discharges (Salt) and Resolution 2025-29 approving summary ordinance for publication

Motion to adopt Ordinance 2025-1061 regulating illicit discharges into the City's stormwater drainage system.

- B.i. Resolution 2025-29 approving summary ordinance for publication

Resolution 2025-29 approving a summary of the ordinance for publication.

- C. Approve Temporary On-Sale Intoxicating License for Guardian Angels

Motion to approve Temporary On-Sale Intoxicating License TW.24.04 for Guardian Angels Church, allowing them to serve intoxicating beverages at the AngelFest Celebration, effective September 27, 2025.

Motion carried.

9. Action Items

10. Bills

10.A. Accounts Payable Claims Roster 2-6-2025

Motion by Councilmember Grau, second by Councilmember Sheveland to approve the bills as presented. Roll call was taken. Voting aye: Councilmembers Benesh, Grau, and Sheveland, and Mayor Pro Tem Hatfield. Voting nay: None
Motion carried.

11. Other Business

11.A. City Administrator's Report

11.A.i. Bi-Weekly Report 2-6-2025

11.B. Financial Reports as of 03/31/2025

Councilmember Grau:

- Attended the Memorial Day celebration.
- Noted the Chaska Baseball Classic is June 13-15, 2025.
- Pointed out there was structural damage downtown. It appears a car ran into a median. City Manager Podhradsky stated U-turns in the downtown area have caused that damage and other incidents. Staff is looking into solutions.
- Asked when the bridge on the bike path would be completed. City Manager Podhradsky explained all of the blacktop will be completed by mid-June.
- Asked for an update on 41 and Engler. City Manager Podhradsky stated it will be switched over around June 16, 2025. Half of the road is always open to allow local access.
- Encouraged community members to be more aware of youth walking and biking around.

Councilmember Sheveland:

- Pointed out Dance Warehouse had their recital at Southwest Christian High School. She thanked the community workers for implementing the temporary stoplight.
- Went to Fishing with Friends.
- Congratulated students for finishing another school year.

Councilmember Benesh:

- Congratulated the Chaska High School Class of 2025.
- Pointed out there is a new bubble tea vendor on Crystal Lane.

Assistant City Administrator Durbin:

- Noted local businesses are being highlighted in a video by Mayor Pro Tem Hatfield and Mayor Hubbard. The videos are available on YouTube as well.

City Manager Podhradsky:

- Stated Staff met with owners of TownSquare regarding public safety, and it was a constructive meeting.

Mayor Pro Tem Hatfield:

- Congratulated the City of Chaska for making the Star Tribune's top workplaces list. City Manager Podhradsky noted their employees had a high survey participation rate.
- Stated Chaska Pride is June 21, 2025.
- Noted Picnic with Police is June 25, 2025.
- Added the Kids Concert and Ice Cream Social is June 10, 2025.
- Stated July 12, 2025, is the Fire and Ice Festival.
- Pointed out River City Days is July 25-26, 2025.
- Thanked the Legion and VFW for honoring veterans on Memorial Day.

DRAFT

12. Adjourn

Motion by Councilmember Benesh, second by Councilmember Sheveland to adjourn the meeting at 7:33 p.m.

Motion carried.

REQUEST FOR ACTION CHASKA CITY COUNCIL 6/16/2025

Subject: Expenditure of City Funds for/by Employees

Prepared By: Denise Beebe, Senior Clerk

The attached resolution supports the well-being, retention, and productivity of City Employees, Officials, and Volunteers by formally authorizing expenditures for employee recognition and morale-building activities. These may include service awards, retirement celebrations, luncheons, and team-building events.

Such recognition efforts contribute to a positive workplace culture, increase job satisfaction, encourage collaboration, and reinforce long-term commitment to public service. These expenditures are consistent with a valid public purpose under Minnesota law, as outlined in Minn. Stat. § 15.46.

City staff were surveyed as part of the policy development process, with strong support expressed for formal recognition of milestone years of service, retirements, and other achievements. The proposed policy reflects this input and provides a consistent and legally supported framework moving forward.

Purpose of the Policy:

- Increase morale and motivation among employees
- Encourage loyalty and long-term staff retention
- Celebrate the accomplishments and service of retiring employees
- Demonstrate appreciation from the City Council, City staff, and Chaska residents

Staff Recommendation:

Staff recommends adoption of the attached resolution, effective upon approval, and incorporation of the Expenditure of City Funds for/by Employees into the Chaska Employee Handbook.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2025-30 Pertaining to the Expenditure of City Funds for/by Employees and incorporate it into the Chaska Employee Handbook.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 6/16/2025 **RESOLUTION NO.** 2025-30

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

Resolution Pertaining to the Expenditure of City Funds by//for Employees

1. AUTHORIZING CERTAIN BENEFITS

FINDINGS

- A. The council is authorized to "prescribe the duties of compensation of all officers, both appointive and elective, employees, and agents," (including volunteers), "Employees and Officials") pursuant to Minn. Stat. § 412.111 and to establish and operate a program of preventive health and employee recognition services for its employees under Minn. Stat. § 15.46.
- B. Benefits authorized by the resolution (the "Benefits") such as awards, recognitions and social events, (picnics, dinners, luncheons, etc.) for or participated in by Employees, Officials, and Volunteers serve to enhance the morals, efficiency, and productivity of City Employees, Officials and Volunteers.
- C. Providing the benefits result in greater satisfaction, attraction, retention, and motivation of City Employees, Officials, and Volunteers.
- D. Employees, Officials, and Volunteers who interact together while partaking and participating in the Benefits develop synergy which allows for better ideas, better cooperation and higher productivity.
- E. Based upon the foregoing, the expenditure of funds for the following benefits for City Employees, Officials, and Volunteers are for a public purpose.

AUTHORIZATIONS

Based upon the foregoing findings, and the authority contained in Minn. Stat. § 412.111 and Minn. Stat. § 15.46, the Council authorizes the expenditures for the following benefits as compensation for City Employees, Officials, and Volunteers.

- 1. Recognition breakfast;
- 2. Retirement recognition events;
- 3. Awards and gifts for years of service;
- 4. Awards and gifts for employee values program recognition;
- 5. Annual employee picnic;

6. Wellness/Safety kickoff program and events;
7. New Elected/Appointed Officials and New Employee Orientation programs;
8. Administration of the employee Sunshine Fund;

2. AUTHORIZING CREDIT CARDS

WHEREAS, it is expected that officers and employees of the City who are authorized to make certain purchases on behalf of the City have available the use of City credit cards.

RESOLVED, BY THE COUNCIL OF THE CITY OF CHASKA THAT PURSUANT TO MINNESOTA STATUTES SECTION § 471.382:

The use of credit cards by any City officer or employee otherwise authorized to make purchases on behalf of the City is authorized, provided that, purchases by the credit card must comply with all statutes, rules and/or City policy applicable to City purchases. The use of City credit cards shall be limited to purchases on behalf of the City and no other purpose.

3. RELATING TO MEALS

WHEREAS, the furnishing or reimbursement of the cost of meals to officials and employees of the City in certain instances is beneficial to the City.

RESOLVED BY THE COUNCIL OF THE CITY OF CHASKA THAT THE COUNCIL MAKES THE FOLLOWING FINDINGS AND AUTHORIZES THE EXPENDITURES FOR THE FOLLOWING:

FINDINGS AND AUTHORIZATIONS

The furnishing of meals and refreshments or the reimbursement of officials and employees of the City for the cost of meals and refreshments in certain circumstances, purposes, or times described hereafter is necessary for the accomplishment of employees duties and responsibilities in the conduct of business of the City and is of a public benefit and a public purpose and is hereby authorized.

- a. Those provided immediately before or in conjunction with meetings of the Council, commissions or subgroups.
- b. City business meetings at which those in attendance involve non City employees.
- c. When a breakfast, lunch, or dinner meeting is conducted for official City business when it is the only practical time to meet and it may involve non-City employees.
- d. In connection with a conference, workshop, seminar, or meeting which the employee has been authorized to attend.

- e. Department-sponsored meetings, conferences or workshops where invited participants include non-City employees.
- f. An organization-wide or department-wide staff meeting.
- g. Meals for staff involved in performing election related duties for extended periods of time over the meal period.
- h. At the discretion of the City Administrator.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that:
The City of Chaska establishes the practices adopted by this resolution and policies attached.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 16 day of June, 2025.

Taylor Hubbard, Mayor

Attest: _____
Chaska Deputy Clerk

EMPLOYEE APPRECIATION VALUES-BASED AWARDS POLICY

Chaska's Organizational Values and Commitments Are:

CHASKA: Chaska is an extraordinarily special community, which is unique because it is a quality small town within a larger metropolitan/suburban area. Our commitment is to collectively strive to make Chaska the best small town in Minnesota.

COMMUNITY VALUES: As an organization, we are committed to modeling and promoting the values of citizenship, environmentalism, generosity, human worth and dignity, integrity, learning, respect for others, and responsibility.

EXCELLENCE IN PUBLIC SERVICE: Individually and collectively we are vested with the "public trust." We have chosen public service as our responsibility and are proud of the excellent work performed by the City of Chaska. Consistent with this vision, Chaska's citizens will be treated as our customers and their feedback will be essential.

FISCALLY RESPONSIBLE: Careful management of our financial resources demonstrates our respect for the citizens whose taxes support our activities. To be fiscally responsible is to recognize that most problems cannot be solved with money alone; therefore, fresh approaches and creativity in addressing issues shall be adopted.

PROGRESSIVE CHANGE: We are committed to progressive change, as necessary to accomplish our goals, while still advocating the maintenance of Chaska's unique historical perspective. We reject the notion that "City Hall" should simply maintain the status quo. Furthermore, we are committed to being proactive rather than reactive.

QUALITY: As the Chaska community continues to develop and redevelop; we are committed to aggressively pursuing quality in City facilities and infrastructure, City services, recreational opportunities, and private development activities.

OUR EMPLOYEES: Our employees must be able to enjoy a respectful, exciting, challenging, and fulfilling work environment where they are recognized and rewarded for their commitment to excellence.

Our Employee Appreciation awards are based on these values and commitments.

Chaska Values Champion

Based on: Chaska, Community Values, Our Employees

Details/Qualifications: An individual regular full-time employee who models and promotes the values of citizenship, environmentalism, generosity, human worth and dignity, integrity, learning, respect for others, and responsibility. This person contributes to City of Chaska being “the best small town in Minnesota.” This person enhances the City of Chaska as a workplace to be a respectful, exciting, challenging and fulfilling work environment.

Quality Service Award

Based on: Excellence in Public Service, Fiscally Responsible, Quality

Details/Qualifications: An individual regular full-time employee who understands and exemplifies the responsibility of working in public service. This extends from fiscal responsibility to the level of care and information delivered to citizens. Delivery the highest level of service with unmatched quality, whether it’s to external or internal customers or citizens.

Achievement Award

Based on: Progressive Change, Project or Output-based work

Details/Qualifications: An individual regular full-time employee or group of regular full-time employees who are committed to further Chaska’s goals and vision through change and innovation within their scope of expertise. Proactive rather than reactive in order to better serve our community and internal/external customers. This could be based on an individual’s effort or team- or project-based work from the previous year.

Newcomer of the Year

Based on: Chaska, Community Values, Excellence in Public Service, Quality, Our Employees

Details/Qualifications: An individual regular full-time employee whose first day as a regular, full-time employee at Chaska falls within the last 2 years (if awards ceremony is in Feb 2023, look at start dates from 1/1/21-12/31/22). Exemplifies Chaska values. Has already demonstrated tremendous value to Chaska both as a workplace and community. Shows true dedication to their new role and team.

Part-time Employee of the Year

Based on: Chaska, Community Values, Excellence in Public Service, Quality, Our Employees

Details/Qualifications: An individual regular part-time employee (an employee who is not temporary or seasonal and who is regularly scheduled to work less than 30 hours per week, this includes paid on-call Firefighters) is eligible for this award. Exemplifies Chaska values.

Contributes to City of Chaska being "the best small town in Minnesota." Enhances the City of Chaska as a workplace to be a respectful, exciting, challenging and fulfilling work environment. Demonstrates tremendous value to Chaska both as a workplace and community. Delivers a high level of service quality, whether it's to external or internal customers or citizens. This is the only award that part-time employees (including paid on-call Firefighters) are eligible for.

Outstanding Seasonal Employee

Based on: Chaska, Community Values, Excellence in Public Service, Quality, Our Employees

Details/Qualifications: An individual employee or group of employees working in a position classified as a seasonal role is eligible for this award based on their work in that seasonal position. Exemplifies Chaska values. Contributes to City of Chaska being "the best small town in Minnesota." Enhances the City of Chaska as a workplace to be a respectful, exciting, challenging and fulfilling work environment. Demonstrates tremendous value to Chaska both as a workplace and community. Delivers a high level of service quality, whether it's to external or internal customers or citizens. This is the only award that seasonal employees are eligible for.

EMPLOYEE RECOGNITION AND RETIREMENT POLICY

1. BACKGROUND

In 2007, Minnesota Cities have authority under state law to conduct employee recognition programs under Minn. Stat. Sec. 15.46.

2. DESCRIPTION

The City of Chaska is committed to recognizing and rewarding the outstanding work of all its employees through the issuance of years of service and value awards.

3. PURPOSE AND INTENT

- a) This policy is intended to set forth the objectives of the City of Chaska's employee recognition program and to provide for the expenditure of public funds as necessary to achieve these objectives in a manner consistent with the law.
- b) The objectives of the program are:
 - 1) to increase morale and employee motivation.
 - 2) to encourage loyalty and long-term retention of employees; and
 - 3) to celebrate the accomplishments and service of retiring employees,
 - 4) to demonstrate the appreciation of the City Council, employees and citizens of the City of Chaska for the public service provided by all Chaska employees.
- c) Employees eligible for recognition under this policy are regular full-time city employees. Part-time and Seasonal employees are not eligible.

2. SERVICE ANNIVERSARY AWARDS

- a) Employees shall be presented with a certificate recognizing their years of service at the completion of five (5) years of service and upon every five years of additional service thereafter. The certificate shall be signed by the Mayor and the City Administrator.
- b) The certificate shall be presented by the Mayor at the City's Employee Annual Years of Service Breakfast meeting on the set date allocated.
- c) An annual breakfast event may be held to recognize the public service of City staff. An amount for the annual event must be expended as necessary to achieve the objectives of the City's Employee Recognition Policies. The City may utilize additional community donations for this event.
- d) The award shall be received by the employee on a payroll date as close as practical to the service anniversary date.

Years of	Gift
5 Years	\$50
10 Years	\$75
15 Years	\$100
20 Years	\$125
25 Years	\$150
30 Years	\$175

35 Years	\$200
40 Years	\$250
45 Years	\$300

3. **RETIREMENT RECOGNITION**

- a) Employees who are retiring from service that have been employed at the City of Chaska for 10 years or greater shall receive a gift commemorating their retirement. The table below shows the year requirements and gift amounts.

Years of	Gift
10-14 Years	\$200
15-19 Years	\$300
20+ Years	\$400

- b) The City will hold a retirement reception honoring the retiree. The City will contribute not more than \$50.00 to the costs of refreshments, or light snacks, which will be held either in conjunction with the presentation of the award at a City Council meeting or at another date and time to be determined upon consultation with the employee.
- c) Should an employee choose not to participate in a retirement reception, no compensation shall be paid to the employee in lieu of the City's contribution to the reception.
- d) Retirement, for the purpose of this policy, shall be defined as meeting the qualifications for retirement under the rules of the Minnesota Public Employee Retirement Association (PERA)

Expenditure of public funds to purchase alcohol or intoxicating beverages for the annual recognition event shall not be permitted.

BeWell CHASKA WELLNESS/SAFETY PROGRAM & REIMBURSEMENT POLICY

Mission Statement

"To inspire positive lifestyles while promoting a culture of wellness and safety that extends beyond the workplace and into the lives of employees."

Objective

The City of Chaska recognizes the importance of creating a culture of wellness and safety beyond the workplace and is committed to helping employees thrive both personally and professionally. Full-time employees who participate in the program are rewarded for choosing to live a healthy and safe lifestyle.

Requirements

1. Employees must complete a real age health assessment each year.
2. Employees must complete one (1) of the following:
 - a. Physical/age-appropriate health screening
 - b. Annual eye exam
 - c. Annual dental exam
3. Employees complete six (6) additional activities listed on the program form.

Incentives

1. \$40 (taxed) per month
2. 8 wellness hours

Eligible Employees

Full-time

Completed previous year's wellness program

Minimum 40 hours in accrued leave banks

Eligible employees can cash out their accrued leave time hours to be reimbursed for the cost of wellness and safety related expenses up to \$1,000 each calendar year.

Submitting a Reimbursement Request

Complete the Wellness/Safety Reimbursement request form and list the eligible expenses. The minimum reimbursement amount is \$20.00. One reimbursement form may cover multiple items. Include all detailed paid sales receipts dated during the calendar year. If a used item is

purchased, a signed bill of sale by the employee and seller with contact information (name, address, phone number, and signature) for the seller must be provided.

Indicate the type of accrued leave hours (PPL, Vacation, Wellness and/or Sick) you would like to use to cover your purchase. You must have enough hours to cover the purchase and not go below 40 hours to have the expenses approved, with the exception of sick leave. Employees with an existing sick leave bank may use up to 50% of their purchase from sick leave.

The maximum amount of reimbursement may not exceed **\$1,000** for each calendar year. The calendar year starts on **January 1**.

Reimbursement requests may be submitted once per calendar month (max of 11 reimbursements per year).

No further reimbursement requests for the year will be accepted after the last day of the first payroll pay date in December at 4:30 p.m.

Submit reimbursements and receipts electronically to bewellform@chaskamn.gov for approval. Once approved, the request is forwarded to payroll for payment on the next regularly scheduled check date.

Example

An eligible employee purchases a Fitbit at a cost of \$250.00. They have a balance of 300 hours of PPL and/or Vacation leave accrued and a current hourly wage of \$25.00. A reimbursement form is completed along with an itemized receipt of the purchase. Once approved, the employee is paid the necessary amount of accrued leave hours required that equal the purchase price. The employee's accrual bank will be reduced by 10 hours (\$250.00 divided by \$25.00) to 290 hours. The \$250.00 reimbursement is fully taxable and calculated based on the individual tax withholdings on file.

Eligible Expenses

- Items eligible for reimbursement can include any item under one of the 8 pillars of wellness:
Physical, Emotional, Intellectual, Spiritual, Environmental, Social, Financial and Occupational
- Items will be considered reimbursable if not listed on the ineligible list.

All reimbursements are subject to a BeWell Chaska Committee review.

Any disputes regarding reimbursement claims should be submitted to your BeWell Chaska Committee department representative. The representative will bring the disputes to the BeWell Chaska Committee for review and all decisions are final. If you have questions about a future purchase, please contact your BeWell Chaska Committee department representative.

Ineligible Expenses

- Multiple fitness/health club memberships
- Regular clothing (e.g., jackets, shirts, shorts, pants, uniforms)
- Food not purchased in conjunction with a weight loss program
- Travel and/or mileage expenses
- Medical expenses (e.g., lab tests, prescriptions, co-pays, medical equipment)
- Items reimbursable through health savings accounts (HSA)
- Gift cards
- Weapons (e.g., paint ball guns and equipment, air rifles, hunting guns, and archery equipment)
- Daycare
- Tips for services
- Chiropractic therapy
- Assembly charges, shipping fees, and maintenance contracts

Any questions regarding the program can be submitted by emailing your BeWell Chaska Committee department representative or emailing the BeWell Chaska Committee at bewell@chaskamn.gov.

Taxability

According to IRS rulings, when an employee cashes in accrued leave, it becomes taxable income. As such, reimbursements are fully taxable and are subject to Social Security, Medicare, Federal, and State income tax. The tax withholdings on Wellness/Safety related reimbursements could vary between 25% to 40%. Taxable income will be reported on your form W-2. Wellness/Safety amounts are paid out on your regular paycheck as a separate line item and are taxed based on your W-4s on file.

Public Purpose Expenditures Policy

Purpose

The City Council recognizes that the public funds may only be spent if the expenditure meets the public purpose requirement, and the expenditure relates to the governmental purpose of which the City of Chaska was created.

The meaning of "public purpose" is constantly evolving. The Minnesota Supreme Court has followed a broad approach and has generally concluded that "public purpose" means an activity that meets ALL the following standards:

- The activity will primarily benefit the community as a body.
- The activity is directly related to the functions of government.
- The activity does not have as its primary objective the benefit of private interest whether profit or not for profit.

This policy is intended to provide guidelines regarding which expenditures are for public purposes and authorized in accordance with the City's annual budget process, and which expenditures are not considered to fall within the public purpose definition and are therefore not allowed. There is a public benefit in ensuring high employee productivity and morale, recruitment and retention of personnel.

Responsibility

The City Administrator is the responsible authority overseeing all City expenditures and as such is the chief purchasing agent for the City. Responsibility for administering the Public Purpose Expenditure Policy has been delegated to the Finance Department. Further, all officers and employees authorized by their Department to make purchases for the benefit of their respective departments are responsible for complying with this policy and corresponding procedures.

Policy

Expenditures of public funds must comply with the public purpose standards defined above. When reviewing an expenditure to verify the standards have been met, the City Administrator, or his/her designee, should consider the time of day the event is held, the business purpose of the event, whether the event was intended to attract non-City employees, the frequency of the event, and the reasonableness of the cost. The following guidelines address specific examples of public expenditures but are not meant to be all inclusive.

The Minnesota Supreme Court further clarifies that activities that promote the following objectives for the benefit of all the City's residents further a public purpose:

- Public health

- Safety
- General welfare
- Security
- Prosperity
- Contentment

These procedures are governed by the City Chapter, the City Council, and State Statute. See appendix for exact references.

1. Allowed Expenditures for Meals, Refreshments

Use of City funds in reasonable amounts for meals and/or refreshments for elected and appointed city officials and employees are permitted in the following circumstances, with Department Head approval:

- a. City-sponsored events of a community-wide interest where staff are required to be present (e.g. National Night Out, Citizens Police Academy).
- b. City Council, boards and commission meetings held during or adjacent to a meal hour.
- c. Meetings related to City business at which the attendees include non-city representatives.
- d. Professional association meetings, conferences, and training when meals are included as part of the registration or program fee, or in accordance with the travel policy.
- e. Department staff or training meetings (e.g., annual department level picnic)
- f. Annual employee recognition and appreciation events (e.g., service and value awards, employee recognition event, food and beverages).
- g. Annual recognition events for volunteer and non-employees.
- h. City-sponsored training or work-related meetings where employees are required to participate or be available during meal periods.
- i. Multi-departmental meetings scheduled during or adjacent to mealtimes when no other meeting time is available.
- j. Work activities requiring continuous service when it is not possible to break for meals (e.g., elections day, Christmas meal, Thanksgiving meal, water main breaks, emergency snow removal, time sensitive public safety responses).
- k. Healthy food and incentives of moderate value provided to attendees of safety, health, and wellness programs for City employees. (e.g., wellness/safety kickoff luncheon)
- l. Events recognizing completion of a significant work-related project (City Administrator approval required).
- m. Events, meetings, programming and incentives of moderate value that are supportive of the City's strategic priorities of inclusion and equity (e.g., food for attendees of training programs; attendance at events intended to increase, broaden, and engage the participation of communities in city matters).
- n. Beverages can be provided to officials, members of staff at City, commission and Council meetings.

2. Conditionally Allowed Expenditures

- a. Retirement and annual service awards recognition (subject to Human Resources guidelines).

Recognition gift purchases over \$25 but less than \$100 per employee, such as cutting boards, pins, plaques, statues, medals, awards, ribbons, and certificates will be approved by the City Administrator or his/her designee for retirement and extraordinary individuals or item contributions.

Employee Recognition Awards:

Years of service awards for regular full-time employees as approved under the employee recognition and retirement policy.

Retirement refreshments in recognition of those retiring with over 10 years of service. This amount will not exceed \$50.00

The Council will allow for the annual appropriation of funds within the Administration Department's budget to pay for such expenditures.

- b. Clothing and other sundry items – Employees may receive clothing and other sundry items of nominal value when these items are made available to the general public or if these items are determined by the City Administrator to be important to the successful involvement of employees in promoting or operational values, and special city-sponsored or city supported events (i.e. National Night Out, BeWell Committee, Human Rights Commission, etc.). Employees may be supplied with clothing, boots, and other gear necessary for the performance of their job.
- c. Staff time and equipment used for city sponsored employee events as approved by City Council and/or City Administrator as allowed by state statute and/or city charter/code (e.g., set-up for annual recognition breakfast and wellness/safety kickoff luncheon)
- d. City Expenditures for non-profit Emergency Response Staff.
- e. Refreshments and food for Emergency Response Staff.
 - Emergency personnel are often called to perform duties for extended periods of time where refreshments are important to duty performance. Firefighters, Police Officers, other emergency response personnel, or other staff necessary to maintain continuity of service may be provided refreshments or food when it is deemed appropriate by the City Administrator or Department Head to assure the delivery of quality emergency response service.
- f. Employee Wellness/Safety Program public funds may be expended to establish, implement and operate a preventive health and wellness/safety program for City employees. The nature and scope of the program is to include but not limited to: preventive health screening and assessments, health and wellness/safety education and programming (i.e. nutrition, cardiovascular fitness, flexibility and core strengthening, stress management, tobacco cessation, safety, etc.) and program incentives to include but not limited to cash or wellness hour incentives as approved by the City Council and incorporated in the program. Only

employees participating in the wellness/safety program are eligible for cash or wellness hour incentives. Also to promote wellness activities, employees are encouraged to use the workout on duty program. This allows full-time employees a maximum of one hour per week to work out, as part of their 40 hours.

3. Prohibited Expenditures

Use of City funds for meals and/or refreshments for elected and appointed City officials and employees are prohibited:

- a. Food and refreshments for routine work meetings
- b. Alcoholic beverages
- c. Employee functions or celebrations that are solely social in nature (e.g., birthdays, holiday luncheon)
- d. Fundraisers for non-City related events
- e. Participation in optional activities unless included as part of an overall conference registration fee (e.g., optional golf rounds, sporting events, concerts).

Community Outreach

Community Events and other events that involve or invite participation by the general public: Representative staff members/Council members may participate in events that directly benefit the marketing of the City. These events and any City expenditures for them require prior specific approval by the City Council and include City expenditures for participation fee, donated gifts, door prizes, etc.

Appendix E

References Materials

Minnesota State Statues 412.111 - Departments, Boards

Minnesota State Statutes 471.382 - Credit Cards

Minnesota State Statutes 15.46 – Preventive Health Services for Public Employees

League of Minnesota Cities – Public Purpose Expenditures

State of Minnesota Office of the State Auditor – Statement of Position/Employee Recognition Programs and Events

State of Minnesota Department of Human Services – Achievement Award and Performance Recognition Policy

MNDot – Achievement Award Procedures

Minnesota Management & Budget – Employee Recognition and Achievement Award Policy

City of Chaska – Time for Wellness/Safety Policy

Cities:

Eden Prairie
Minneapolis
Chanhassen
Minnetrista
Plymouth

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
6/16/2025**

Subject: Transient Accommodation – Hazeltine National Golf Club

Prepared By: Denise Beebe, Senior Clerk

Robert Howell, owner of Hazeltine National Golf Club, is making an application for a transient accommodation license for their new villas located at 1900 Hazeltine Blvd, Chaska.

Chapter 5 of the Chaska code of Ordinance requires any facility such as a hotel, motel, condominium, resort or any facility or place offering six or more lodging units to guest for periods of less than thirty days apply for a transient accommodations license.

The purpose of the ordinance is to ensure transient accommodations take steps and implement measures to discourage the use of their facilities for criminal activities and to protect the safety of their guests and the public.

As part of the license, one of three levels is assigned. As a new transient accommodation location Hazeltine will be at Level I.

Transient Accommodations Level I (Fee of \$300)

Application and fee have been received.

CITY COUNCIL ACTION REQUESTED

Motion to approve the 2025-2026 transient accommodation license effective June 16, 2025, through April 30, 2026.

REQUEST FOR ACTION CHASKA CITY COUNCIL 6/16/2025

Subject: Beckman Coulter – 316 Lake Hazeltine Drive – Final Site & Building Plan

Applicant: Beckman Coulter and Clark, Richardson & Biskup Consulting Engineers (CRB)

Location: 316 Lake Hazeltine Drive

Case No.: P.C. No. 2025-09

Synopsis: The applicant is requesting Final Site & Building Plan approval for a two-story building addition totaling approximately 148,000 square feet

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution No. 2025-31

Introduction

The property in question (316 Lake Hazeltine Drive) is located on the northeast edge of the City. The following exhibit below is intended to show the general site area and adjoining uses:



Figure 1: Existing Site & Adjoining Uses

Neighborhood Meeting – October 22, 2024

The developer held a neighborhood meeting on Tuesday, October 22nd at 6:15pm. No one from the public attended the meeting.

Previous Approvals

At their July 16, 1984 meeting the City Council approved the site and building plan for the existing building at 316 Lake Hazeltine Drive. The site plan approvals contemplated a building totaling 53,700 square feet plus a potential northerly building addition which could double the size of the facility. The company that occupied the building at the time was Dataforms, Inc., which was a printing business. Beckman Coulter purchased this building in 2013.

At their November 18, 2024 meeting City Council approved the city's application to the Minnesota Department of Employment and Economic Development (DEED) on behalf of Beckman Coulter Inc. to the Minnesota Investment Fund program (MIF). The city received this request from Beckman Coulter to sponsor an application that would provide the company with a forgivable loan funded by DEED. This loan would help offset capital improvement costs associated with the building expansion project proposed.

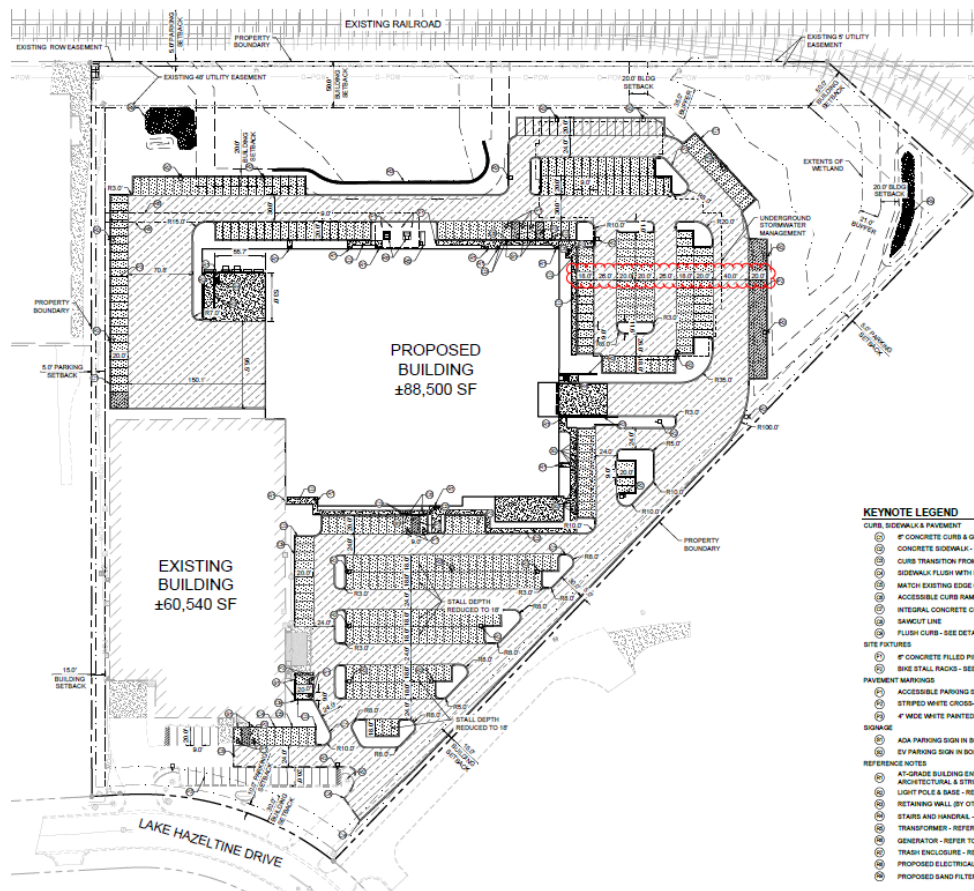


Figure 2: Preliminary Plan approved

At their December 16, 2024 meeting City Council approved the Concept Plan for Beckman Coulter's building addition. At their April 21st meeting the City Council approved the Preliminary Site & Building Plan (see Figure 2).

Final Plan

The applicant is requesting approval of a Final Site & Building Plan. The following is intended to summarize the applicant's request:

- **Existing Conditions.** The site, 316 Lake Hazeltine Drive, is comprised of 12.9 acres and is located west of Lyman Blvd (CR18), south of the Twin Cities & Western Railroad, and north of Lake Hazeltine. The property currently contains a one-story building totaling approximately 60,500 square feet and a surface parking on the south and east sides totaling 182 stalls. Access to the site comes directly off of Lake Hazeltine Drive from two driveway points. The topography is relatively level, but generally slopes from south to north, with two existing wetlands and wooded areas along the northern property line abutting the railroad tracks. Approximately 4.5 acres of the existing 12.90-acre site has been disturbed/developed with the existing building and parking areas with the remainder of the property being occupied by existing wetlands, trees/landscape areas, and stormwater management areas. An NSP electric easement exists on the north side of the property that is 48 feet wide.



Figure 3: Existing Conditions

- **Final Plan.** The final site & building plan contemplates a two-story building addition totaling 148,000 square feet. The building addition would expand the manufacturing footprint at 316 Lake Hazeltine Drive, and is proposed on the northeast corner of the existing building. The parking lot will also be expanded on the east and north sides of the site. The 316 Lake Hazeltine Drive building is an existing building responsible for the manufacturing process for multiple medical devices, namely diagnostic testing products. Beckman Coulter is proposing an expansion of this manufacturing building as they look to expand their capabilities for manufacturing/warehousing new products while also consolidating and moving some existing product lines from Beckman Coulter facilities in Miami to Chaska.

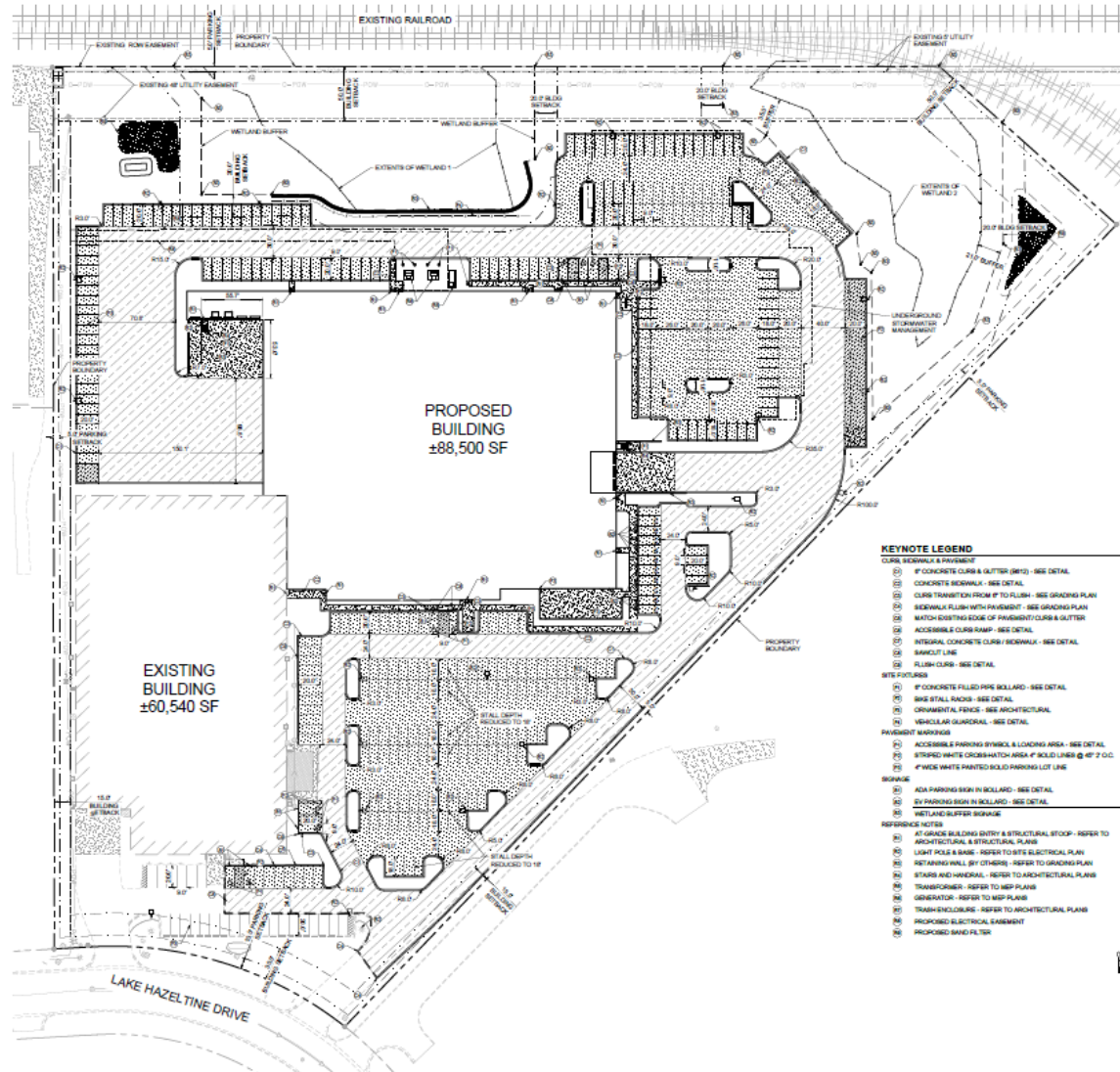


Figure 4: Proposed Final Plan

Goals: The applicant has identified the following goals and guiding principles for the project:

- Create optimal flow with new building addition
- Create flexibility by avoiding monuments within the building design
- Create collaboration across functions and spaces within the workplace
- Create employee wellbeing through sustainability and quality of design

Parking: 528 parking stalls will be provided for the site (127 shown as proof of parking). Included in the proposed parking count are 10 electric vehicle (EV) spaces. The EV spaces are located on the east side of the proposed building addition.

Building Design: The existing building is a concrete tip-up, one story building and totals approximately 60,500 square feet. The proposed building addition is two stories and totals approximately 148,000 square feet for both stories. The addition proposes to use

precast concrete panels with reveals, glazed entrances, and punched openings (windows).

Access: Two points of access exist on Lake Hazeltine Drive. Both provide access to the employee parking areas and loading docks.

Utilities and Stormwater: Utility connections currently serve the property. With the building addition the utilities will be extended through the site.

Stormwater will be captured through above ground and underground systems. The underground system is proposed under the parking lot on the northeast side of the site.

- **Land Use.** The property is currently zoned Planned Multi-Use District (PMD-1). The zoning shows this site as industrial use (see below) and refers to the City's standard Industrial (I) zoning district for permitted uses and setbacks.

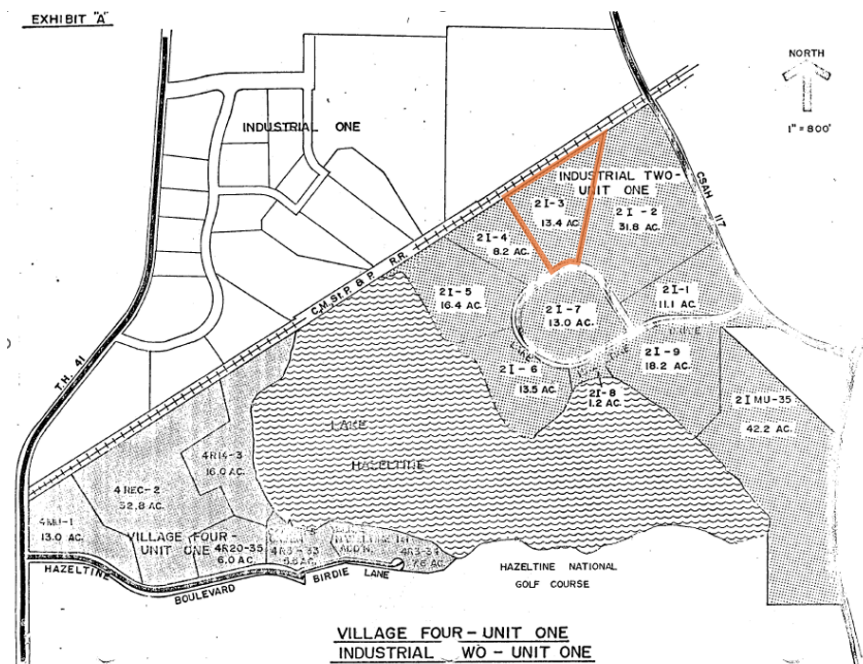


Figure 5: map excerpt from PMD-1 zoning

Final Plan - Staff Analysis

The applicant is requesting approval of a Final Site & Building Plan at 316 Lake Hazeltine Drive. The following is intended to summarize staff's analysis of the applicants request:

- **Comprehensive Plan**

The comprehensive plan guides the site as Industrial (purple). The proposed use is consistent with this.

Industrial

Lots or parcels guided for buildings and associated office, administrative and truck service facilities for the following activities: manufacturing, fabrication, assembly, processing, packaging, compounding or storage of materials, goods and products. Also included are scientific research, investigation, testing, experimentation, wholesaling (except live animals), contractors, goods movement facilities, communication, and utilities.



Figure 6: 2040 Comprehensive Plan

Land Use

Beckman Coulter currently owns 316 Lake Hazeltine Drive, along with 5 other buildings on Lake Hazeltine Drive. Beckman Coulter develops, manufactures, markets and sells products for biomedical testing, with a focus on making laboratories more efficient. Its diagnostic systems are found in hospitals and other critical care settings around the world and produce information used by physicians to diagnose disease, make treatment decisions, and monitor patients. Beckman is exploring options to grow its life sciences manufacturing functions at their 316 Lake Hazeltine Drive location, which would bring in approximately 300 more full-time employees to Beckman Coulter's buildings within the next 3 years.

The parcel of land that this development encompasses is currently zoned Planned Multi-Use District (PMD-1). Zoning regulates this site as industrial use, and refers to the city's standard Industrial (I) district for permitted uses and setbacks. The request to continue and expand the site's manufacturing use is consistent with the zoning.

- **Setbacks & Development Standards**

The following tables summarize the required setbacks for the site, and how the building addition meets them:

BUILDING SETBACKS		
Direction	Required Setback	Proposed Setback
South Property Line	30 feet	~342 feet
Interior Property Lines	15 feet	~98 feet
Railroad ROW (north)	50 feet from ROW	~203 feet
Wetlands	Varies based on wetland type	Varies

PARKING SETBACKS		
Direction	Required Setback	Proposed Setback
Street ROW	10 feet	10 feet

Interior Property Lines	5 feet	5 feet
Wetlands	Varies based on wetland type	Varies

The following table summarizes the development standards for the site, and how the building meets them:

DEVELOPMENT STANDARDS		
Item	Requirement	Proposed
FAR (floor to area ratio)	0.5	0.37
Building Coverage	50%	26.5%

- **Layout**

The proposed building addition will be connected to the northeast corner of the existing one-story building. New parking will be constructed on the north and east sides of the site. The proposed layout was selected to reduce the amount of impacts on the existing wetlands.

The site is accessed from Lake Hazeltine Drive at two access points. Both vehicle entrances provide access to the parking and loading dock areas.

- **Parking**

The site can accommodate a total of 528 parking spaces (401 initial construction and 127 proof of parking). The following chart summarizes the overall parking demand on site, based on the City's parking code.

Uses	Approx. Size	Code Req.	Est. Parking Req.
Office	49,446 sf	1ps/250 sf	198
Manufacturing	106,232 sf	1ps/350 sf	304
Warehousing	51,446 sf	1ps/2,000 sf	26
REQUIRED			528 parking spaces
PROVIDED			528 parking spaces

According to the table above the applicant is sufficient in meeting parking for the site based on the existing and proposed uses.

Beckman Coulter proposes to provide a total of 401 parking spaces with the construction of the building addition. The business is expected to employ a total of approximately 420 employees at this building, which includes a proportion of office, direct/shift employees, and office/management staff who support multiple buildings on campus and park at other buildings. The following information provides additional details of employee activity on site.

- a) Office employees: 120 employees (10 fully remote, 10 parked at other buildings)
- b) Direct shift employees: 300 employees
 - Day shift (07:00 am to 3:00 pm) – 225 employees
 - Evening / night shift (3:00 pm to 11:00 pm) – 75 employees
- c) Daily visitors / deliveries: 32 vehicles per day
 - Day shift (07:00 am to 3:00 pm) – 4 kitchen staff
 - Receiving dock – 16 visits per day
 - Shipping dock – 6 visits per day
 - Visitors – 6 visits per day

The project team has indicated that approximately 10 employees are expected to have fully remote positions and another 10 would be supporting B316 while parked at other campus buildings. Based on the above project details, the team has estimated that during the peak period on first shift, approximately 325 employees would be expected on site at any given time. Assuming a 1:1 employee to parking ratio, 401 spaces provide over 15% excess parking capacity, which supports winter/snow inefficiency, and variations in labor demands. Therefore, the proposed 401 parking spaces is expected to be sufficient to serve the proposed improvements.

Additionally, the applicant has provided two proof of parking concepts (Concepts 1 & 2) to show how the site can accommodate additional parking to meet parking requirements. Concept 1 shows the addition of 128 more parking spaces on site by performing simple restriping and expansion to the north of the proposed parking areas outside of the wetland areas. Parking expansion into the wooded and stormwater areas would require the current proposed stormwater facilities to be constructed below the expanded parking fields. The additional parking would extend into the existing NSP electrical easement, which is an allowed use within the easement area.

Concept 2 shows a schematic design of a single-level parking deck located south of the proposed building addition. The parking deck would also yield a net addition of 145 more parking spaces. This option is not the most desired option to explore per the applicant and the city as it is more costly, obstructs the view of the building addition, and eliminates the ability for parking lot landscaping. This option would also require the review and approval of a Conditional Use Permit should it be pursued (Section 15.28.280).

- **Truck Circulation**

The site is designed to accommodate semi-trailer trucks up to 73 feet in length to access the loading dock areas. The main truck access point is positioned on the east side of the site and is 30 feet wide. Landscaping shown on the east edge of the site will also be linear in profile so that as growth occurs there will be minimal overhang in to the truck access. All the dock areas are designed to allow trucks to back in and drive out while other dock bays are occupied. Trucks will exit the site at the same two access drives along Lake Hazeltine Drive. Additionally, fire truck movements have been studied to ensure adequate access to the building and 10 newly constructed hydrants.

- **Landscaping**

The table below indicates the landscaping requirements for this building addition:

LANDSCAPING REQUIREMENTS & PROPOSED		
	Required	Proposed
Overstory Trees	465 caliper inches (186 trees)	46 caliper inches existing + 419 caliper inches proposed = 465 caliper inches
Understory Trees	47	51
Shrubs	496	496
Planting Islands	10% of Parking	20%

The applicant is meeting the landscape ordinance (Section 15.28.070).

- **Building Design & Materials**

The proposed building addition will be two stories and constructed with precast panels and glass. The look of the building addition will use the same material (concrete) and general design as the existing building but have a different concrete finish (precast panels with reveals). The addition will be setback over 200 feet from the existing building so the visibility from the street will be minimal. In general, it appears the new will fit in well with the existing.

The building addition will be approximately 148,000 square feet for both stories and a total of 35.5 feet in height at it's tallest point. The footprint of the building addition will total approximately 88,000 square feet.

With a building addition, the intent is to design it seamless with the existing building. Based on what the applicant is proposing that appears to be the case. It is not necessary that the building addition meet the Industrial design standards as that was not applied back in 1984 when the building was originally approved. Implicating these regulations on the building addition would create an improper material balance between the existing and the proposed areas of the building.

- **Pedestrian Connections**

The building, 316 Lake Hazeltine Drive, is located within an industrial park of Chaska. Lake Hazeltine Drive currently does not have sidewalks on either side of the street. There is a striped walkway on the outer edge of the street for pedestrians to use. Beckman Coulter has a few internal pedestrian walkways between their buildings in the event that employees need to go to other buildings. The applicant states that the building addition proposed would not significantly impact how Beckman Coulter employees connect between the buildings. The proposed plan provides campus consolidation of the hardware instrument manufacturing into one building at 316 Lake Hazeltine Drive. Therefore, with the additional office seating and warehouse capacity it results in fewer instances of personnel needing to walk to other buildings.



Figure 7: Map of Beckman Coulter Owned/Leased Buildings and pedestrian walkways

- **Lighting**

Lighting is proposed in the form of pole lighting and wall packs. 30 foot high pole lighting is situated around the perimeter and within the planting islands of the parking lot. Wall packs are proposed on all sides of the building addition.

- **Utilities & Electric**

Utilities are able to serve the building addition. There is an existing trunk sewer and water line that runs north-south on the site.

Chaska electric utilities currently run along the west edge of the property. The existing 1200A electrical service served from an existing 1000KVA transformer located west of the existing building will remain existing. Two new 3000A electrical services are proposed for the new expansion which will be served from primary voltage power from a new Chaska Electric switch located on the northwest corner of the property line near the railway and 318 Lake Hazeltine Drive (QualiTech Building). A 10' easement is proposed to serve the new transformers located north of the proposed building addition. In addition to the new easement, voluntary and invasive trees and brush will be removed from all existing and proposed electrical easements. The project team is committed to providing a drivable access to the existing Chaska Electric transformer on the west side of the existing building. Final details of the access will be worked out with Chaska Electric as well as City Planning and Engineering staff.

- **Stormwater**

Stormwater management is shown as an above ground and underground system. The underground system is located on the northeast side of the site and under the parking lot. Stormwater will need to meet City and County requirements.

- **Wetlands**

Because there are known wetlands on site and a proposal to impact a portion of the north wetland, the applicant has conducted a wetland delineation report and mitigation/impact analysis. Any wetland impacts need to be reviewed and approved by the Technical Evaluation Panel (TEP).

The applicant is proposing approximately 0.4 acres of impact to the existing northerly wetland to accommodate the proposed improvements. As noted above and in the applicant's narrative, other layouts were evaluated but not selected as it would result in significantly more impacts to the wetlands.

- **Tax Abatement**

On May 5, 2023, the City Council approved a Letter of Intent outlining the conditions associated with the planned abatement. A Public Hearing and approval of the associated Tax Abatement Agreement for the expansion will be held at the June 16th City Council meeting.

Deadline for Agency Decisions

Complete Application Received	60-day review *	120 – day **
May 6, 2025	July 5, 2025	September 3, 2025
* Pursuant to MN State Statutes the City must act on the request within 60-days. ** The city can provide the applicant with a written letter requesting an additional 60-day review period if further review is needed.		

Planning Commission Action Taken 06/11/25:

Motion to recommend approval to the City Council approval of the Final Site & Building Plan for the building addition at 316 Lake Hazeltine Drive, subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits unless modified by the conditions below:
 - a. Project Narrative (pgs 1-16), prepared by Beckman Coulter, dated June 2, 2025
 - b. Lead Sheet, prepared by Kimley Horn, dated May 30, 2025
 - c. General Notes, prepared by Kimley Horn, dated May 30, 2025
 - d. ALTA Topographic Survey, prepared by Kimley Horn, dated May 30, 2025
 - e. ALTA Topographic Enlargement (pgs C11-02-C11-03), prepared by Kimley Horn, dated May 30, 2025
 - f. Site Demolition Plan, prepared by Kimley Horn, dated May 30, 2025
 - g. Erosion and Sediment Control Plan – Phases 1 & 2, prepared by Kimley Horn, dated May 30, 2025
 - h. Erosion and Sediment Control Details, prepared by Kimley Horn, dated May 30, 2025
 - i. Site Dimension Plan, prepared by Kimley Horn, dated May 30, 2025
 - j. Site Details, prepared by Kimley Horn, dated May 30, 2025
 - k. Grading and Drainage Plan, prepared by Kimley Horn, dated May 30, 2025
 - l. Storm Sewer Plan, prepared by Kimley Horn, dated May 30, 2025

- m. Grading Plan Enlargements (pgs C42-01-C42-02), prepared by Kimley Horn, dated May 30, 2025
- n. Grading & Storm Sewer Details (pgs C43-01-C43-02), prepared by Kimley Horn, dated May 30, 2025
- o. Utility Plan, prepared by Kimley Horn, dated May 30 2025
- p. Utility Details, prepared by Kimley Horn, dated May 30, 2025
- q. Tree Inventory & Preservation Plan , prepared by Kimley Horn, dated May 30, 2025
- r. Tree Inventory & Preservation Schedule, prepared by Kimley Horn, dated May 30, 2025
- s. Landscape Plan, prepared by Kimley Horn, dated May 30, 2025
- t. Landscape Details, prepared by Kimley Horn, dated May 30, 2025
- u. Existing Conditions Photographs, prepared by CRB, dated May 6, 2025
- v. Existing Site, prepared by CRB, dated May 6, 2025
- w. Space Function Diagrams Level 1, prepared by CRB, dated May 6, 2025
- x. Space Function Diagrams Level 2, prepared by CRB, dated May 6, 2025
- y. Building Materials and Precedents, prepared by CRB, dated May 6, 2025
- z. Renderings, prepared by CRB, dated May 6, 2025
- aa. Elevations New Building Addition, prepared by CRB, dated May 6, 2025
- bb. Electrical Site Plan, prepared by CRB, dated May 6, 2025
- cc. Truck Turning Exhibit (pgs 1-3), prepared by Kimley Horn, dated April 30, 2025
- dd. Firetruck Turning Exhibit, prepared by Kimley Horn, dated April 30, 2025
- ee. Proof of Parking Concept 1, prepared by Kimley Horn, dated April 30, 2025
- ff. Proof of Parking Concept 2, prepared by Kimley Horn, dated April 30, 2025
- gg. Wetland Buffer Exhibit, prepared by Kimley Horn, dated April 30, 2025
- 2. Adherence to the City Engineer memo dated April 3, 2025.
- 3. Compliance with City Code Sec. 15.28 (Special Regulations).
- 4. Coordination with:
 - a. City Engineer regarding utilities, grading, access, and drainage.
 - b. Chaska electrical department on service requirements and providing a drivable access to the existing transformer and utilities on the west side of the existing building.
- 5. Setbacks are as follows:
 - a. Front yard setback (south property line): 30 - feet
 - b. Side yard setbacks (east & west property lines):
 - i. Interior: 15 – feet
 - c. Rear yard setback (north property line):
 - i. Property Line: 20 – feet
 - ii. Railroad ROW: 50 - feet
 - d. Wetlands: Varies based on wetland type
- 6. Development standards are as follows:
 - a. Floor Area Ratio (FAR) maximum: 0.5
 - b. Building Coverage maximum: 50%
- 7. Provision of a storm water management plan meeting City and Carver County WMO standards.
- 8. Provision of a wetland mitigation plan to be completed and approved prior to issuance of a grading permit.
- 9. Provision of a maintenance agreement for stormwater infrastructure to be recorded prior to issuance of a grading permit or building permit, whichever comes first.

10. Provision of a drivable access to the existing Chaska electric utilities and transformers on 316 Lake Hazeltine Drive's site to be reviewed and approved by the Chaska electric department prior to issuance of a building permit.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2025-31 approving the Final Site & Building Plan for the building addition at 316 Lake Hazeltine Drive.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 06/16/2025 **RESOLUTION NO.** 2025-31

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

Resolution approving the Final Site & Building Plan for 316 Lake Hazeltine Drive/Beckman Coulter and Clark, Richardson & Biskup Consulting Engineers (CRB)/PC #2025-31

WHEREAS, the site, 316 Lake Hazeltine Drive, is comprised of 12.9 acres and is located west of Lyman Blvd (CR18), south of the Twin Cities & Western Railroad, and north of Lake Hazeltine; and

WHEREAS, the property currently contains a one-story building totaling approximately 60,500 square feet and a surface parking on the south and east sides totaling 182 stalls; and

WHEREAS, the final plan contemplates a two-story building addition totaling 148,000 square feet; and

WHEREAS, the building addition would expand the manufacturing footprint at Beckman Coulter's Chaska campus; and

WHEREAS, the property is currently zoned Planned Multi-Use District (PMD-1); and

WHEREAS, zoning regulates this site as industrial use, and refers to the city's standard Industrial (I) district for permitted uses and setbacks; and

WHEREAS, the proposed building addition will be connected to the northeast corner of the existing one-story building, and new parking will be constructed on the north and east sides of the site; and

WHEREAS, the site is accessed from Lake Hazeltine Drive at two access points, and both vehicle entrances provide access to the parking and loading dock areas; and

WHEREAS, 528 parking stalls will be provided for the site (127 shown as proof of parking), and included in the proposed parking count are 10 electric vehicle (EV) spaces; and

WHEREAS, Beckman Coulter proposes to provide a total of 401 parking spaces with the construction of the building addition; and

WHEREAS, the business is expected to employ a total of approximately 420 employees at this building, which includes a proportion of office, direct/shift employees, and office/management staff who support multiple buildings on campus and park at other buildings; and

WHEREAS, the team has estimated that during the peak period on first shift, approximately 325 employees would be expected on site at any given time; and

WHEREAS, the applicant has provided two proof of parking concepts (Concepts 1 & 2) to show how the site can accommodate additional parking to meet parking requirements; and

WHEREAS, concept 1 shows the addition of 128 more parking spaces on site by performing simple restriping and expansion to the north of the proposed parking areas outside of the wetland areas; and

WHEREAS, parking expansion into the wooded and stormwater areas would require the current proposed stormwater facilities to be constructed below the expanded parking fields; and

WHEREAS, the additional parking would extend into the existing NSP electrical easement, which is an allowed use within the easement area; and

WHEREAS, concept 2 shows a schematic design of a single-level parking deck located south of the proposed building addition; and

WHEREAS, the parking deck would also yield a net addition of 145 more parking spaces; and

WHEREAS, this option is not the most desired option to explore per the applicant and the city as it is more costly, obstructs the view of the building addition, and eliminates the ability for parking lot landscaping, and this option would also require the review and approval of a Conditional Use Permit should it be pursued (Section 15.28.280); and

WHEREAS, the proposed building addition will be two stories and constructed with precast panels and glass; and

WHEREAS, the look of the building addition will use the same material (concrete) and general design as the existing building but have a different concrete finish (precast panels with reveals); and

WHEREAS, the building addition will be approximately 148,000 square feet for both stories and a total of 35.5 feet in height at it's tallest point; and

WHEREAS, the footprint of the building addition will total approximately 88,000 square feet; and

WHEREAS, Chaska electric utilities currently run along the west edge of the property, and the existing 1200A electrical service served from an existing 1000KVA transformer located west of the existing building will remain existing; and

WHEREAS, a 10' easement is proposed to serve the new transformers located north of the proposed building addition; and

WHEREAS, the project team has verbalized commitment to providing a drivable access to the existing Chaska Electric transformer on the west side of the existing building, and final details of the access will be worked out with Chaska Electric as well as City Planning and Engineering staff; and

WHEREAS, stormwater management is shown as an underground system that is located on the northeast side of the side under the parking lot; and

WHEREAS, stormwater will need to meet City and County requirements; and

WHEREAS, because there are known wetlands on site and a proposal to impact a portion of the north wetland, the applicant has conducted a wetland delineation report and mitigation/impact analysis; and

WHEREAS, any wetland impacts need to be reviewed and approved by the Technical Evaluation Panel (TEP); and

WHEREAS, on June 11, 2025 the Planning Commission recommended approval to the City Council of the Final Site & Building Plan for the building addition at 316 Lake Hazeltine Drive (PC #2025-09); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Final Site & Building Plan for the building addition at 316 Lake Hazeltine Drive (PC #2025-09), subject to the aforementioned stipulations and following conditions:

1. Approvals shall be based on the following graphic exhibits unless modified by the conditions below:
 - a. Project Narrative (pgs 1-16), prepared by Beckman Coulter, dated June 2, 2025
 - b. Lead Sheet, prepared by Kimley Horn, dated May 30, 2025
 - c. General Notes, prepared by Kimley Horn, dated May 30, 2025
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 - e. ALTA Topographic Enlargement (pgs C11-02-C11-03), prepared by Kimley Horn, dated May 30, 2025
 - f. Site Demolition Plan, prepared by Kimley Horn, dated May 30, 2025
 - g. Erosion and Sediment Control Plan – Phases 1 & 2, prepared by Kimley Horn, dated May 30, 2025
 - h. Erosion and Sediment Control Details, prepared by Kimley Horn, dated May 30, 2025
 - i. Site Dimension Plan, prepared by Kimley Horn, dated May 30, 2025
 - j. Site Details, prepared by Kimley Horn, dated May 30, 2025
 - k. Grading and Drainage Plan, prepared by Kimley Horn, dated May 30, 2025
 - l. Storm Sewer Plan, prepared by Kimley Horn, dated May 30, 2025
 - m. Grading Plan Enlargements (pgs C42-01-C42-02), prepared by Kimley Horn, dated May 30, 2025
 - n. Grading & Storm Sewer Details (pgs C43-01-C43-02), prepared by Kimley Horn, dated May 30, 2025
 - o. Utility Plan, prepared by Kimley Horn, dated May 30 2025
 - p. Utility Details, prepared by Kimley Horn, dated May 30, 2025
 - q. Tree Inventory & Preservation Plan , prepared by Kimley Horn, dated May 30, 2025
 - r. Tree Inventory & Preservation Schedule, prepared by Kimley Horn, dated May 30, 2025
 - s. Landscape Plan, prepared by Kimley Horn, dated May 30, 2025
 - t. Landscape Details, prepared by Kimley Horn, dated May 30, 2025
 - u. Existing Conditions Photographs, prepared by CRB, dated May 6, 2025
 - v. Existing Site, prepared by CRB, dated May 6, 2025
 - w. Space Function Diagrams Level 1, prepared by CRB, dated May 6, 2025
 - x. Space Function Diagrams Level 2, prepared by CRB, dated May 6, 2025
 - y. Building Materials and Precedents, prepared by CRB, dated May 6, 2025
 - z. Renderings, prepared by CRB, dated May 6, 2025
 - aa. Elevations New Building Addition, prepared by CRB, dated May 6, 2025
 - bb. Electrical Site Plan, prepared by CRB, dated May 6, 2025
 - cc. Truck Turning Exhibit (pgs 1-3), prepared by Kimley Horn, dated April 30, 2025
 - dd. Firetruck Turning Exhibit, prepared by Kimley Horn, dated April 30, 2025
 - ee. Proof of Parking Concept 1, prepared by Kimley Horn, dated April 30, 2025
 - ff. Proof of Parking Concept 2, prepared by Kimley Horn, dated April 30, 2025
 - gg. Wetland Buffer Exhibit, prepared by Kimley Horn, dated April 30, 2025

2. Adherence to the City Engineer memo dated April 3, 2025.
3. Compliance with City Code Sec. 15.28 (Special Regulations).
4. Coordination with:
 - a. City Engineer regarding utilities, grading, access, and drainage.
 - b. Chaska electrical department on service requirements and providing a drivable access to the existing transformer and utilities on the west side of the existing building.
5. Setbacks are as follows:
 - a. Front yard setback (south property line): 30 - feet
 - b. Side yard setbacks (east & west property lines):
 - i. Interior: 15 – feet
 - c. Rear yard setback (north property line):
 - i. Property Line: 20 – feet
 - ii. Railroad ROW: 50 - feet
 - d. Wetlands: Varies based on wetland type
6. Development standards are as follows:
 - a. Floor Area Ratio (FAR) maximum: 0.5
 - b. Building Coverage maximum: 50%
7. Provision of a storm water management plan meeting City and Carver County WMO standards.
8. Provision of a wetland mitigation plan to be completed and approved prior to issuance of a grading permit.
9. Provision of a maintenance agreement for stormwater infrastructure to be recorded prior to issuance of a grading permit or building permit, whichever comes first.
10. Provision of a drivable access to the existing Chaska electric utilities and transformers on 316 Lake Hazeltine Drive's site to be reviewed and approved by the Chaska electric department prior to issuance of a building permit.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 16th day of June, 2025.

Taylor Hubbard, Mayor

Attest: _____
Chaska Deputy Clerk

2 June 2025
City of Chaska Final Site Plan Review
316 Lake Hazeltine Drive, Chaska, Minnesota

PROJECT NARRATIVE

The Best Small Town in Minnesota

Beckman Coulter knows the value of living and working in Chaska. While already established in the neighborhood, the expansion of Building 316 will create additional job opportunities, fostering economic growth and enhancing the community. The new building expansion creates an opportunity for quality development along Lake Hazeltine Drive by expanding an environmentally friendly manufacturing process for diagnostic hardware instrumentation assembly. Site context strongly informs the external characteristics of the addition, creating a seamless transition from one property to the next. Beckman Coulter, part of Danaher, accelerates the power of science and technology to improve human health and save lives. Globally one million tests per hour are run on Beckman Coulter Diagnostics laboratory systems, impacting over a billion patients per year. This is the kind of business Chaska can be proud to call home.

Neighborhood Meeting & City Applications

A neighborhood meeting was held on October 22nd, 2024 to allow members of the community to ask questions regarding the design and construction of the proposed building addition. The Beckman Coulter and Design team introduced themselves and the project to those present. A quick overview of Beckman Coulter's company figures and statistics was presented along with an explanation for the manufacturing expansion needs of Building 316. The rendering was shared with the group, along with a list of benefits provided by this project including:

1. Access to Twin Cities educational institutions and its labor market
2. Positive economic impact and job creation for 2025-2027 and beyond
3. A sustainable and environmentally friendly manufacturing process
4. A consolidated location for Beckman Coulter

The Concept Site Plan Application was submitted November 05, 2024 and the Preliminary Site Plan Application on March 04, 2025. Both applications were reviewed by the City of Chaska who worked with the Beckman team to resolve minor comments and concerns. This Final Site Plan Application reflects the revisions from the two prior submissions.

Project Goals and Guiding Principles

The following guiding principles remain unchanged and represent Beckman Coulter's roadmap to optimal solutions for this project:

1. Flow
2. Flexibility
3. Collaboration (Gemba)
4. Cost
5. Attraction and Sustainability
6. Transition

The flow of the project focuses on both people and material flows on this site as well as within the existing and new building addition. Efficient flows are created with the two dock locations, creating a linear movement of

materials from receiving to assembled and tested instruments for shipping. Flexibility is maintained by avoiding monuments within the building design. Collaboration across functions and adjacencies of certain spaces facilitates collaboration and continuous improvement within the workplace. The cost of operations and capital expenses are important factors that will be considered for the design of the expansion. Employee wellbeing, sustainability, and quality of work environment are important considerations for Beckman Coulter and have informed the concept. Employee wellness elements have been programmed for the project from prayer and mother's rooms to a full-service cafeteria. Natural light is provided to interior spaces and impact to site wetland areas has been minimized to the largest extent possible. EV charging stations and considerations for solar arrays are included. Finally, transition focuses on the time and impact to current production. A full renovation to the existing building was considered but was ultimately found to not be a feasible solution for the need for expansion. Transition needs guided the project toward the new building addition concept.

Project Background

Beckman Coulter, Inc is looking to expand manufacturing capabilities at their Chaska, Minnesota location. Currently, Beckman Coulter operates out of multiple buildings on their Chaska site. Building 316 is an existing manufacturing building producing clinical diagnostic hardware instruments. It is the desire to expand this manufacturing footprint by approximately two times into one centralized Chaska campus location. Adding to Building 316 is the logical result of applying the project's guiding principles to site selection.

Understanding of Place and Site Forces

The 12.90-acre site in Carver County is located at 316 Lake Hazeltine Drive and is owned and operated by Beckman Coulter. Beckman Coulter also owns and operates on adjacent properties to the proposed development site (317 Lake Hazeltine Drive, 322 Lake Hazeltine Drive, 326 Lake Hazeltine Drive, and 1000 Lake Hazeltine Drive). Building 312 leases a large portion of its warehousing capabilities to Beckman Coulter as well. The 316 Lake Hazeltine Drive building is an existing building responsible for the manufacturing process for multiple medical devices, namely diagnostic testing products. Beckman Coulter is proposing an expansion of this manufacturing building as they look to expand their capabilities for manufacturing/warehousing new products while also consolidating and moving some existing product lines from Beckman Coulter facilities in Miami to Chaska. The proposed development site and the adjacent parcels are zoned PMD01 and Guided for Industrial in the City's 2040 Comprehensive Plan, which is consistent with the existing and future use of the expanded building.

The proposed site is relatively level, but generally slopes from south to north, with two existing wetlands and wooded areas along the northern property line abutting the railroad tracks. Approximately 4.5 acres of the existing 12.90-acre site has been disturbed/developed with the existing building and parking areas with the remainder of the property being occupied by existing wetlands, trees/landscape areas, and stormwater management areas. The proposed building expansion size and orientation was influenced by several factors including minimizing wetland impacts, preserving natural vegetative buffers to adjacent properties and existing wetlands to the extent practicable, manufacturing workflow and adjacencies to support the Beckman Coulter operations, and the need to maintain existing manufacturing operations while under construction. The sections to follow will provide greater context on how these factors influenced the project's building programming/adjacencies, parking, access/circulation, wetland avoidance/impact minimization, grading, stormwater, utilities, landscaping, and sustainability initiatives.

This final plan does not significantly impact how Beckman Coulter employees connect between the buildings along Lake Hazeltine Drive, nor would it significantly affect traffic volume.

The final plan provides a campus consolidation of the hardware instrument manufacturing into one building at the 316 Lake Hazeltine Drive address. Therefore, with the additional office seating and warehouse capacity it results

in fewer instances of personnel to travel to 316 Lake Hazeltine Drive from the other Beckman Coulter buildings. The proposed plan will reduce the truck traffic to and from 316 and other nearby buildings such as the leased warehouse space at 312 Lake Hazeltine Drive.

A level of reduced truck traffic between buildings is expected and the employee travel between buildings will remain by either personal vehicle or walking along Lake Hazeltine Drive. As indicated, this is not changing with the plans, only decreasing in instances.

The installation of public sidewalks along Lake Hazeltine Drive for the general safety of pedestrian traffic in the park can be considered by the City of Chaska and would be welcomed by Beckman Coulter.



Figure 1: Bird's Eye View of Lake Hazeltine Drive



Figure 2: Extents of 316 Lake Hazeltine Drive site with existing Building 316 and greenfield space for the building addition.

The PMD01 zoning district allows for a variety of complementary uses in a cohesive, rather intensely developed arrangement, but not necessarily geared predominately to either residential, commercial and public use. Any uses listed as Permitted Uses in the Planned Residential Development District, Planned Commercial Development District, and the Planned Industrial Development District are allowed. The proposed site use is a combination of office and lab space, manufacturing space, and warehouse space. Except for warehousing, all proposed uses are permitted under the PMD01 zoning district. The existing building on site is to remain and expand its footprint +/- 88,000 SF. Additional parking, drive aisles, utilities, and landscaping is to be included with the site improvements. Access to the site is proposed to remain as it exists today. There are two entry points along Lake Hazeltine Drive, one near the east property line and one near the west property line. Each access road is 30 feet wide.

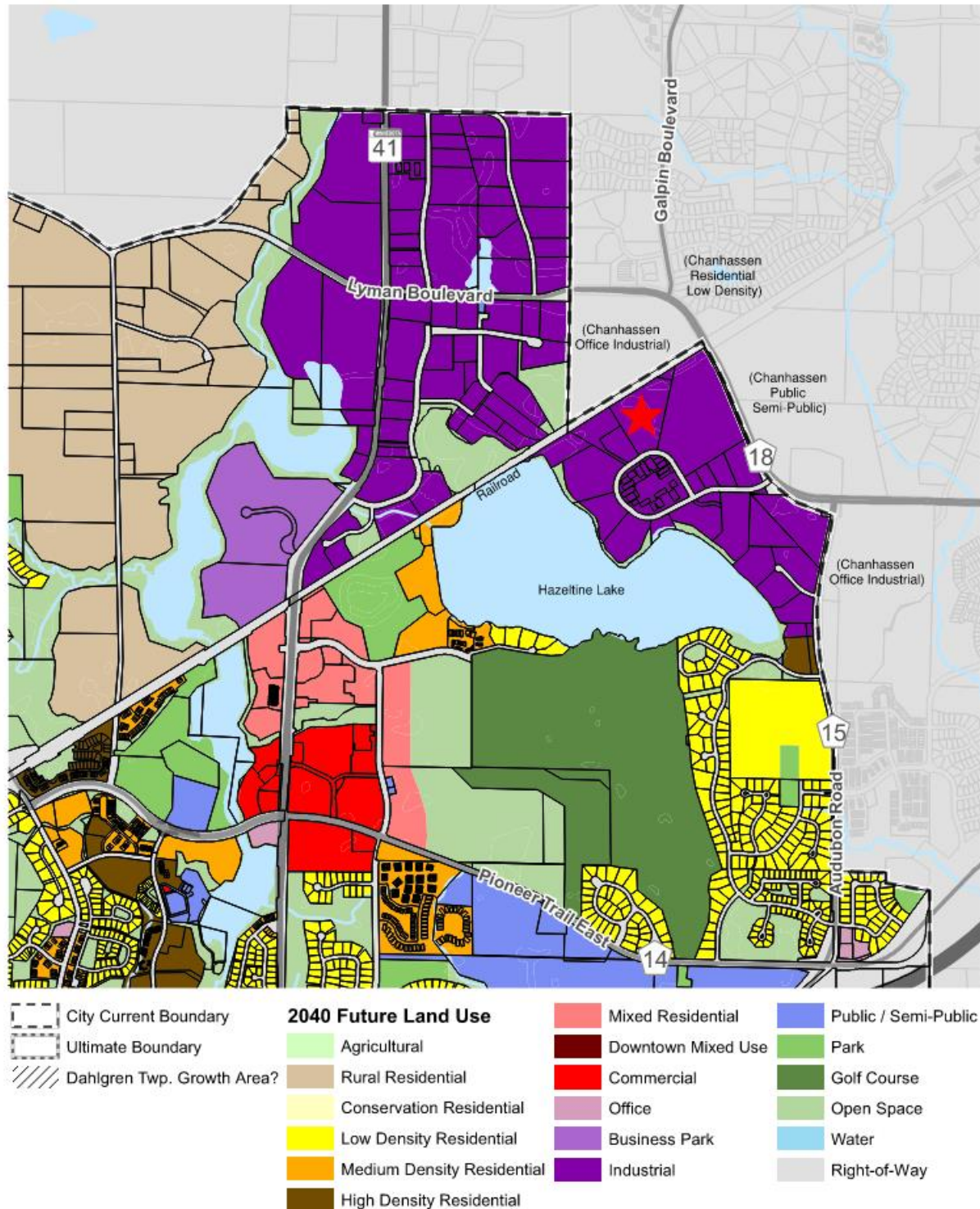


Figure 3: Chaska 2040 Future Land Use. 316 Lake Hazeltine Drive identified with a red star.

Programming and Design

The Beckman Coulter expansion project consists of an existing one-story building of approximately 60,500 square feet (SF) and a two-story greenfield expansion of approximately 88,000 square feet (SF). The existing building was originally constructed in 1984 with the latest renovation in 2014. The building is in good condition with renovation on the north side of the existing warehouse planned for new work functionality and connection to the new structure.

When CRB joined the project, the team visited Building 316 as well as the other Beckman Coulter Chaska sites along Lake Hazeltine Drive. CRB tasked each department lead to fill out a Pre-Read Kick-Off Questionnaire to gather information regarding function and organization, priorities, wish list items, mechanical, electrical, plumbing and architectural space requirements. Beckman Coulter and CRB then worked through the results and developed an overall program document, listing the SF, headcount, and room requirements. An Adjacency Matrix was also filled out as a group to illustrate the strong, medium, and weak adjacency requirements.

CRB assessed this information and created massing diagrams atop the site plan. The massing diagrams were beneficial for assessing how different iterations impacted the site.



Figure 4: Example of massing diagrams used to investigate expansion solutions.

Following the initial feedback gathered from the concept plan review, CRB and the design team have further advanced the site design by balancing parking requirements, landscaping and tree preservation, minimizing wetland impacts, and providing a comprehensive stormwater management plan. The resulting plan balances the infrastructure needs of the facility with the surrounding environment.

Wetlands

There are two wetland areas on the north and northeast of the property and efforts were made to avoid significantly impacting either by reducing the program and building footprint as much as possible. The overall focus of the massing diagram iteration exercise was to reduce the size of the expansion footprint while maintaining program functionality. This was accomplished by providing a second level for manufacturing and efficiently designing the flow and adjacencies of the functions within the expansion and connecting them with the existing building programs. As a result, we were able to protect the existing wetland in the northeast corner of the site which is hydraulically connected to the downstream discharge of the property beneath the railroad.

Efforts were made to reduce the impacts of the land locked wetland in the northern portion of the site by reducing the proposed building expansion footprint from over 120,000 square feet to approximately 88,000 square feet. Additionally, an approximate 7-foot-tall retaining wall would be constructed adjacent to the wetland area to further limit impacts.

The proposed site plan provides sufficient parking for the anticipated B316 operations and demonstrates the ability to construct additional proof-of-parking that will not further impact the wetlands if future demand for parking increases. By utilizing this approach, initial constructed parking has been reduced by approximately 25% to preserve upland vegetation and buffers, and provide for larger interior landscape islands.

The proposed plan minimizes disturbance and results in approximately 0.36 acres of impacts to the existing northerly wetland. During the design process, the team met with the local Wetland Conservation Act (WCA) administrator and the Technical Evaluation Panel (TEP) to discuss the project, understand priorities, and develop a plan prior to making a formal application. In addition to minimizing the wetland impacts on the site, the Beckman Coulter team is proposing to purchase replacement wetland bank credits at a 2:1 ratio to mitigate the on-site impacts. The formal WCA application was submitted on February 19th, 2025, and is currently under review by the TEP. A notice of decision from the WCA Administrator is expected any day now following the Chaska City Council approval of the consent item in council session May 5th, 2025. A copy of the full application and narrative is attached to this final plan submittal.

Community and Pedestrian Scale

The building design is thoughtfully planned to be welcoming to all, from the street to the front door. The two existing entrance drives are maintained, ensuring easy access, while additional accessible parking spaces are added near the new main entrance, improving convenience and inclusivity. Landscaping is carefully placed at the perimeter of the building and throughout the parking areas to provide a pedestrian scale to the building and surrounding improvements. The parking lot has been designed to safely funnel pedestrians to the building entries, while avoiding high traffic truck routes where possible. The addition introduces a front facade that creates an inviting entryway, leading into a spacious, open lobby that enhances the welcoming atmosphere for guests. Community gathering spaces are central to the design, with a vibrant cafe and town hall space with versatile seating arrangements that can accommodate a variety of events. An outdoor patio provides a relaxed area for dining or informal gatherings. Additionally, the first-floor kitchen serves a variety of food options, including coffee, hot meals, and grab-and-go cold food, ensuring that all guests have access to refreshments throughout the day. A second floor gathering area featuring a kitchenette, coffee and shared workspace are located above the central lobby to encourage connection and collaboration.

Building Materials

Lake Hazeltine Drive features a neighborhood context characterized by buildings with concrete facades, incorporating a mix of precast, tilt-up, and CMU block wall construction. A few structures also feature brick elements, typically in shades of brown or red. The majority of buildings are finished in a light concrete beige, with subtle color variations from the brick accents. Small fenestrations are commonly seen across the exterior, with a few structures showcasing distinctive storefront window corner designs. Notably, the Beckman Coulter headquarters at Building 326 highlights this corner window feature. Building 316 blends seamlessly into the surrounding neighborhood, while its new addition follows this established architectural language. The south-facing facade of the addition is made of precast concrete, matching the light beige concrete color of nearby buildings. This facade includes punched windows, along with full-height storefront windows at the center, marking the guest entrance and the southeast corner where the building's amenity space is located. The west, north, and east facades of the addition also feature precast concrete with punched windows, maintaining harmony with the surrounding architectural style.

Parking Analysis

Based on the proposed size and use of the existing building and addition, current City of Chaska code requires 528 parking stalls. Below is a breakdown of the required parking:

- Office and Lab: 1 space / 250 SF = 49,446 SF / 250 SF = 198 spaces
- Manufacturing: 1 space / 350 SF = 106,232 SF / 350 SF = 304 spaces
- Warehouse: 1 space / 2,000 SF = 51,446 SF / 2,000 SF = 26 spaces

With years of industry experience, employee projections, and expected site operations taken into consideration, the team is proposing a total of 401 parking spaces for the site. While this is less than current City Code requirements, a proof-of-parking allotment of an additional 127 parking spaces are shown on the attached exhibit that can be constructed and converted if future demand for parking exceeds current projections.

The business is expected to employ a total of approximately 420 employees, which includes a proportion of office, direct/shift employees, and office/management staff who support multiple buildings on campus and park at other buildings. The following information provides additional details of employee activity on site.

- a) Office employees: 120 employees (10 fully remote, 10 parked at other buildings)
- b) Direct shift employees: 300 employees
 - Day shift (07:00 am to 3:00 pm) – 225 employees
 - Evening / night shift (3:00 pm to 11:00 pm) – 75 employees
- c) Daily visitors / deliveries: 32 vehicles per day
 - Day shift (07:00 am to 3:00 pm) – 4 kitchen staff
 - Receiving dock – 16 visits per day
 - Shipping dock – 6 visits per day
 - Visitors – 6 visits per day

The project team has indicated that approximately 10 employees are expected to have fully remote positions and another 10 would be supporting B316 while parked at other campus buildings.

Based on the above project details, the team has estimated that during the peak period on first shift, approximately 325 employees would be expected on site at any given time. Assuming a 1:1 employee to parking ratio, 401 spaces provide over 15% excess parking capacity, which supports winter/snow inefficiency, and variations in labor demands. Therefore, the proposed 401 parking spaces is expected to be sufficient to serve the proposed improvements.

To further support the reduction of proposed parking, a list of opportunities is provided here to ensure the planned spaces are sufficient to support operations. The following actions at the site are taken by the development team (and can be adopted by any future tenants).

- 1) Carpool – promote carpooling as part of new employee welcome packets and commuter bulletin boards.
 - a. Carpool incentives – designate at least 10 preferred parking spaces for carpool use only. Depending upon the success and utilization of these spaces adjust the number to result in the maximum benefit

- 2) Promote bicycle commuting – provide storage for (10) bicycles via racks on site outside the building. Provide employee showers and lockers on-site.
- 3) Shift exchange times – to reduce impacts associated with shift change employees, shifts will not overlap except for a few key associates. The proposed development team will avoid having shift changes from 7:30-8:30 a.m. and 4:30-5:30 p.m. to help alleviate traffic congestion.
- 4) Overflow parking on campus – promote use of the existing / underutilized parking lots and spaces available at both B317 and B322 which are located within a short walk to B316
- 5) Demonstrate proof-of-parking – additional parking areas up to the code requirement have been identified to increase capacity if future demand warrants expansion.

Included in the proposed parking count are nine accessible spaces, all of which are van accessible. The accessible parking spaces are located at the building entries, three along the north side of the building, two along the south side of the existing building, two along the east side of the existing building, and two south of the proposed building expansion.

Included in the proposed parking count are 10 EV spaces. The EV spaces are located near the southeast corner of the proposed building expansion.

Truck Circulation

The site is designed for semi-trailer trucks up to 73 feet in length (WB-67) to access the loading dock areas. Trucks will access the site at the two existing access drives along Lake Hazeltine Drive, with the truck access lane located on the exterior of the property to minimize truck and passenger vehicle conflict points to the extent possible. The truck route drive aisles are 30 feet wide. All the dock areas are designed to allow trucks to back in and drive out while other dock bays are occupied. Trucks will exit the site at the same two access drives along Lake Hazeltine Drive. Additionally, fire truck movements have been studied to ensure access to the building and newly constructed hydrants. Exhibits showing the proposed truck and fire access movements have been provided for review.

Retaining Wall / Guard Rail / Fence

A +/-7-foot retaining wall is anticipated along the northern parking lot to minimize impacts to the wetland. This retaining wall is anticipated to be a large gravity block wall or small modular block retaining wall. A guard rail and fence are proposed along the top of the retaining wall for vehicular and pedestrian safety.

Setbacks / Other Constraints

The proposed site follows the City of Chaska requirements for building and parking setbacks. The building and parking setbacks along the lot frontage abutting Lake Hazeltine Drive are 30 feet and 10 feet, respectively. The interior lot lines have a 15-foot building setback and 5-foot parking setback. The northern property line abutting the existing railroad has a 50-foot building setback and 5-foot parking setback. Wetland buffers width varies, and all minimum and average buffer widths have been met.

Stormwater Infrastructure and Management

This site is subject to the stormwater design standards of the Carver County Watershed Management Organization (CCWMO) and the City of Chaska. The site is required to meet requirements specific to volume control, water quality, water quantity, and freeboard elevations. A comprehensive stormwater management report has been included with the final plan submittal.

Stormwater surface flow and roof drainage will be captured with storm drain inlets and conveyed via a private storm sewer network to a series of stormwater Best Management Practices (BMPs) before ultimately discharging to the onsite wetlands. To control the rate and volume of stormwater leaving the site, an underground stormwater detention system will be constructed consisting of an HDPE arch pipe gallery (ADS Stormtech or equal) surrounded in stone. The primary purpose of the underground system is to detain stormwater and release it below pre-development discharge rates. The underground system has an open bottom to promote infiltration and reduce the discharge volume leaving the site. After discharging from the underground system, stormwater is routed to iron enhanced sand filters where it is filtered to remove phosphorus and suspended solids before ultimately discharging to the adjacent wetlands.

A comprehensive stormwater management report is included as an appendix to the final plan application.

New Utilities

Additional utilities will be constructed with the site improvements. An existing water line runs northeast of the existing building and will be extended around the proposed building to new hydrants to provide fire coverage over the expanded building. A new sanitary sewer line will connect to the existing sanitary sewer service stub in the southern parking field adjacent to Lake Hazeltine Drive. There is very limited information available for the as-built locations of the existing water and sewer services. It is anticipated that potholing will be required to locate the exact locations and depths of the existing services.

The existing 1200A electrical service served from an existing 1000KVA transformer located west of the existing building will remain existing. Two new 3000A electrical services are proposed for the new expansion which will be served from primary voltage power from a new Chaska Electric switch located on the northwest corner of the property line near the railway and 318 Lake Hazeltine Drive (QualiTech Building). A 10' easement is proposed to serve the new transformers located north of the proposed the building. In addition to the new easement, voluntary and invasive trees and brush will be removed from all existing and proposed electrical easements. The project team is committed to providing a drivable access to the existing Chaska Electric transformer on the west side of the existing building. Final details of the access will be worked out with Chaska Electric as well as City Planning and Engineering staff.

Landscaping and Tree Preservation

The proposed landscaping for the site has been designed to meet and exceed the City's landscape code requirements for overstory/understory trees, shrubs, interior parking, and screening requirements. Based on the size of the building addition, City Code requires the planting of 465 inches of overstory trees, 117 inches of understory trees, and 496 shrubs.

City Code includes provisions to allow for a 1:1 credit (at the discretion of the City) for existing trees that are to be preserved on site. A tree survey was completed to identify the size and species of existing trees onsite. The tree survey identified 2,772 caliper inches of trees over 6 inches in diameter onsite. At the request of the City, and in addition to trees removed for the proposed improvements, additional trees are scheduled to be removed to provide clear access to electrical equipment, install additional stormwater quality features, and to remove invasive and disease prone species. Of the existing significant trees surveyed, 21 overstory trees totaling over 350 caliper inches are set to be preserved with the proposed plan. Of the 350 inches preserved, 3 trees totaling 46 inches are prominently located along Lake Hazeltine Drive and are currently credited against the required planting. To meet code requirements, an additional 419 caliper inches of overstory trees, 117 caliper inches of understory trees, and 496 shrubs are proposed to be planted. While the plan is code compliant, there is some concern that the density of plantings may prove to be difficult to maintain and flourish. The design team intends to keep working with City Staff on balancing the planting of new trees with those that are preserved.

A comprehensive tree preservation plan and landscape plan have been prepared to support the narrative.

Sustainability

Beckman Coulter has corporate sustainability goals to meet net zero carbon by 2050 and 100% green power. Chaska Electric offers renewable energy where 100% of its electricity supply from renewable sources such as wind, solar, bioenergy and hydropower. By participating in this program, a certificate and decal will be providing to show the business as being powered by 100% renewable energy.

Electric Vehicle Supply Equipment (EVSE)

(10) level 2 commercial EVSE's are included and are shown on the Civil Site Plan.

Solar (Photovoltaic Panels)

Solar power is being considered for this project and the current scope allows for a future PV-panel install. The electrical design includes a dedicated circuit breaker at one of the new switchboards for the future solar connection. The future photovoltaic system will require inverters and possible some battery storage units for energy storage. The roof structural framing has been designed to include a 5 psf load allowance to accommodate the future placement of photovoltaic solar panels.

Exterior Glazing

High-efficiency glazing can provide sustainable solutions for the project. Improved thermal insulation, reliance on artificial lighting, and reduced energy cost and carbon footprint are all benefits of high-efficiency glazing. Low-emissivity coatings and triple-pane designs can provide indoor comfort while maintaining the exterior aesthetic design.

Energy efficient equipment and energy recovery

The project is under 2024 Minnesota Energy Code for commercial building. Chapter 6 of the code addresses heating, ventilation and air conditioning systems

All roof top units will meet the required energy efficiency performance requirements. The equipment is configured to provide ability to modulate air, heating and cooling capacity to meet building load demand. In addition, the units are configured with energy recovery wheel to be able to recover latent and sensible heat from exhaust air.

The kitchen make-up air is decoupled from the main air conditioning system to reduce load on HVAC equipment and to reduce the energy used to condition make-up air provided to kitchen exhaust hoods.

Electrical

The project will be designed based on 2024 Minnesota Energy Code which is equivalent to 2021 International Energy Conservation Code (IECC) for commercial building. Section C405 of 2021 IECC covers the Electrical Power and Lighting System.

Lighting and Lighting Control

- LED fixtures will be specified for both interior and exterior lighting throughout the entire project.
- Occupant Sensors will be provided per code. Occupant sensors shall be set per the control function as listed in IECC – manual/auto on/off. Additional light reduction through diming is required for Warehouse, Open Offices and Corridors.

- Lighting reduction control (such as dimmers) is not required in areas where there are occupancy sensor controls. Provide dimmer capability in enclosed offices, conference rooms and training rooms to give user flexibility to adjust the brightness level and further reduce energy consumption.
- Daylight responsive control shall be provided to control the general lighting within daylight zones as described in the code. Daylight control is to be programmed to dim lights continuously from full light output to 15 percent of full light output or lower and will completely shut off all controlled lights when there is sufficient daylight.
- Exterior lighting is provided for parking area and building entrances/exits. Building mounted light fixtures have full cutoff optical for glare control. Pole light fixtures have precise optic and are Dark-Sky approved. Lighting is controlled with minimum light trespassing. Refer to the site lighting photometric plan for light distribution.
- Exterior lighting is controlled by a lighting control panel with a photocell sensor where the lights will be turned off when daylight is present and satisfies the lighting needs. The lighting is automatically reduced by not less than 50 percent from not later than one hour after business closing to not earlier than one hour before business opening per IECC C405.2.7.3.

Power

- At least 50% of 20A/1P. 120V receptacles in enclosed offices, conference rooms, rooms used primarily for copy/print functions, breakrooms, classrooms and open office requires automatic receptacle control as described in the code. Typically, these controlled receptacles are connected to occupant sensors that turn off the receptacles within 20 minutes of all occupants leaving the room.
- Energy Monitoring is required per 2021 IECC to provide measurement devices to collect energy consumption for each end-use category. Submetering will be segregated with the following categories per energy code: HVAC, interior lighting, exterior lighting, plug loads, process loads, and building operations / miscellaneous loads. EV chargers, kitchen equipment, and manufacturing power are circuited to designated panels which are equipped with submeters.

Preliminary Plan Conditions of Approval

The Beckman Coulter team worked diligently with City staff and stakeholders following Preliminary Plan approval to both advance design to the Final Plan stage, as well as address the conditions of approval from the Preliminary Plan Resolution. Below is a detailed response to the nine conditions of approval. Conditions are repeated for reference in *grey italics* with response to conditions in **red**.

1. *Approvals shall be based on the following graphic exhibits unless modified by the conditions below:*

- a. *Project Narrative (pgs 1-16), prepared by Beckman Coulter, dated March 4, 2025*
 - i. **Project narrative has been updated and expanded on incorporating the Preliminary Plan narrative requirements.**
- b. *Cover Sheet, prepared by Kimley Horn, dated March 4, 2025*
- c. *General Notes, prepared by Kimley Horn, dated March 4, 2025*
- d. *ALTA Topographic Survey, prepared by Kimley Horn, dated March 4, 2025*
- e. *ALTA Topographic Enlargement (pgs C102-C103), prepared by Kimley Horn, dated March 4, 2025*
- f. *Site Demolition Plan, prepared by Kimley Horn, dated March 4, 2025*
- g. *Erosion and Sediment Control Plan - Phase 1, prepared by Kimley Horn, dated March 4, 2025*

- h. *Erosion and Sediment Control Details, prepared by Kimley Horn, dated March 4, 2025*
- i. *Site Dimension Plan, prepared by Kimley Horn, dated March 4, 2025*
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- k. *Grading and Drainage Plan, prepared by Kimley Horn, dated March 4, 2025*
- l. *Grading Plan Enlargements (pgs C501-C502), prepared by Kimley Horn, dated March 4, 2025*
- m. *Storm Sewer Plan, prepared by Kimley Horn, dated March 4, 2025*
- n. *Grading & Storm Sewer Details (pgs C504-C507), prepared by Kimley Horn, dated March 4, 2025*
- o. *Utility Plan, prepared by Kimley Horn, dated March 4, 2025*
- p. *Utility Details, prepared by Kimley Horn, dated March 4, 2025*
- q. *Tree Inventory & Preservation Plan (pgs L100-L101), prepared by Kimley Horn, dated March 4, 2025*
- r. *Landscape Plan, prepared by Kimley Horn, dated March 4, 2025*
- s. *Landscape Details, prepared by Kimley Horn, dated March 4, 2025*
 - i. *(Response for conditions 1b-s) The full Civil and Landscape set was updated to reflect City and Carver County Preliminary Plan Comments. A separate comment response letter is attached with the Final Plan submittal.*
- t. *Existing Conditions Photographs, prepared by CRB, dated March 4, 2025*
 - i. *Existing Conditions Photographs are included in this application without changes.*
- u. *Existing Site, prepared by CRB, dated March 4, 2025*
 - i. *Existing Site view is included in this application with no updates.*
- v. *Space Function Diagrams Level 1, prepared by CRB, dated March 4, 2025*
 - i. *The Space Function Diagram Level 1 includes the revised Civil Site Plan and updated parking layout background. The interior space function blocks are otherwise unchanged from the previous Concept application.*
- w. *Space Function Diagrams Level 2, prepared by CRB, dated March 4, 2025*
 - i. *The Space Function Diagram Level 2 includes the revised Civil Site Plan and updated parking layout background. The interior space function block layout is unchanged but cleaned up graphically from the previous Concept application.*
- x. *Building Materials and Precedents, prepared by CRB, dated March 4, 2025*
 - i. *Building Materials and Precedents is included in this application with no updates.*
- y. *Renderings, prepared by CRB, dated March 4, 2025*
 - i. *Updated renderings are included in this application.*
- z. *Elevations New Building Addition, prepared by CRB, dated March 4, 2025*
 - i. *Updated Elevations are included in this application.*
- aa. *Electrical Site Plan, prepared by CRB, dated March 4, 2025*

- i. An updated Electrical Site Plan is included in this application.
- 2. *Adherence to the City Engineer memo dated April 3, 2025*
 - a. The Beckman Coulter Team has met with members of the City's Engineering Staff, Carver County Water Management Organization, and the WCA TEP to develop a stormwater management plan and wetland impact application to meet requirements of the applicable jurisdictions. A revised comprehensive stormwater management plan is attached to this Final Plan application. A separate comment response letter is also attached addressing the individual comments.
- 3. *Compliance with City Code Sec. 15.28 (Special Regulations), including but not limited to the following, and to be submitted with the preliminary site plan application:*
 - a. *Tree inventory and preservation plan;*
 - i. The tree inventory and preservation plans were updated with minor changes due to changes in the stormwater grading limits.
 - b. *Landscaping plans in conformance with City Code Sec. 15.28.070;*
 - i. The landscaping plan was updated with minor developments in the site plan and grading limits. The plan remains code compliant
 - c. *Grading plans;*
 - i. Grading plans were updated to address City and County comments from the Preliminary Plan review.
 - d. *Stormwater plan; and*
 - i. Stormwater plans were updated to address City and County comments from the Preliminary Plan review.
 - e. *Wetland Mitigation Plan*
 - i. An application for wetland impacts and proposed mitigation was submitted to the WCA LGU (City of Chaska) on February 19th. A notice of decision for the proposed impacts and mitigation was approved at the May 5th City Council meeting.
 - f. *Truck turning exhibit*
 - i. Truck turning exhibits are provided with minor updates to the site plan background.
 - g. *Fire truck turning exhibit*
 - i. A Fire Truck turning exhibits is provided with minor updates to the site plan background.
 - h. *Parking summary explaining parking need for the site/operation*

- i. The proof of parking exhibit was updated with minor updates to the site plan background. There were no changes in parking counts or proof of parking from the preliminary application.

4. *Coordination with:*

- a. *City Engineer regarding utilities, grading, access, and drainage.*
 - i. The Beckman Coulter team has coordinated regularly with City Engineering Staff during the development of the Final Plan Set and looks forward to continuing that coordination.
- b. *Electrical department on service requirements.*
 - i. The Beckman Coulter team has met with City Electrical Department Staff during the development of the Final Plan Set and looks forward to continuing that coordination. Minor changes to the routing are proposed from the Preliminary Plan. Service routing and additional easements are shown on the Final Plan set to reflect that coordination.

5. *Setbacks are as follows:*

- a. *Front yard setback (south property line): 30 - feet*
- b. *Side yard setbacks (east & west property lines):*
 - i. *Interior: 15 – feet*
- c. *Rear yard setback (north property line):*
 - i. *Property Line: 20 – feet*
- d. *Railroad ROW: 50 - feet*
- e. *Wetlands: Varies based on wetland type*
 - i. All setbacks are shown on the updated Preliminary Civil and Landscape Plans. A separate Wetland Buffer exhibit is also included within the Stormwater Management Plan.

6. *Development standards are as follows:*

- a. *Floor Area Ratio (FAR) maximum: 0.5*
 - i. The proposed Floor Area Ratio is 37.24% (209,310 gsf building / 561,924 sf parcel). A note is included on the Site Dimension Plan for reference.
- b. *Building Coverage maximum: 50%*
 - i. The Building Coverage is 26.52% (149,040 sf footprint / 561,924 sf parcel). A note has been added to the Site Dimension Plan for reference.

7. *Provision of a storm water management plan meeting City and Carver County WMO standards.*

- a. A revised storm water management plan addressing City and County Preliminary Comments is attached.

- 8. *Provision of a wetland mitigation plan to be completed and approved prior to issuance of a grading permit and prior to final submittal.*
 - a. The wetland mitigation plan and application was approved at the May 5th City Council meeting. Purchase of the credits and registration with the Board of Water and Soil Resources is ongoing.

- 9. *Provision of a maintenance agreement for stormwater infrastructure to be recorded prior to issuance of a grading permit or building permit, whichever comes first.*
 - a. A draft maintenance agreement using the City's template has been provided for review and will be recorded prior to a grading permit being released.

SITE DEVELOPMENT PLANS
FOR
BECKMAN COULTER CHASKA HARDWARE EXPANSION

316 LAKE HAZELTINE DRIVE
CHASKA, CARVER COUNTY, MN

PROJECT TEAM:

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.



PREPARED BY: DAVID R. MODROW
11995 SINGLETREE LANE, SUITE 225
EDEN PRAIRIE, MN 55344
TELEPHONE (612) 315-1272

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
767 N EUSTIS STREET, SUITE 100
ST PAUL, MN 55114
TELEPHONE: 651-645-4197
CONTACT: RYAN HYLLESTED

GEOTECHNICAL ENGINEER
BRAUN INTERTECT
11001 HAMPSHIRE AVENUE S
MINNEAPOLIS, MN 55438
TELEPHONE: (952) 995-2000
FAX: (952) 995-2020
CONTACT: IAN C. BECKET

OWNER / DEVELOPER
BECKMAN COULTER, INC.
1000 LAKE HAZELTINE DRIVE
CHASKA, MN 55318
TELEPHONE: (952) 448-4848

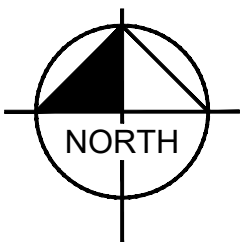
SURVEYOR
EGAN, FIELD & NOWAK, INC.
475 OLD HWY 8 NW, SUITE 200
NEW BRIGHTON, MN 55112
TELEPHONE: (612) 466-3300
CONTACT: ERIC A. ROESER

ARCHITECT
CRB ARCHITECTS-ENGINEERS P.C.
1251 NW BRIARCLIFF PARKWAY,
SUITE 500
KANSAS CITY, MO 64116
TELEPHONE: 816-880-9800
FAX: 816-880-9898
CONTACT: STEVE MCKEE, P.E.



SITE

VICINITY
N.T.S.



NOTES:

1. CONTRACTOR SHALL CONFIRM THAT THE EXISTING CONDITIONS FOR THE SITE MATCH WHAT IS SHOWN ON THE DRAWINGS INCLUDED PRIOR TO CONSTRUCTION.
2. IF REPRODUCED, THE SCALES SHOWN ON THESE PLANS ARE BASED ON A 30x42 SHEET.
3. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICES COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
4. ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

Sheet List Table

Sheet Number	Sheet Title
C00-01	LEAD SHEET
C03-01	GENERAL NOTES
C11-01	ALTA TOPOGRAPHIC SURVEY
C11-02	ALTA TOPOGRAPHIC ENLARGEMENT
C11-03	ALTA TOPOGRAPHIC ENLARGEMENT
CD11-01	SITE DEMOLITION PLAN
C20-01	SWPPP NOTES
C21-01	EROSION AND SEDIMENT CONTROL PLAN - PHASE 1
C21-02	EROSION AND SEDIMENT CONTROL PLAN - PHASE 2
C23-01	EROSION AND SEDIMENT CONTROL DETAILS
C31-01	SITE DIMENSION PLAN
C33-01	SITE DETAILS
C41-01	GRADING AND DRAINAGE PLAN
C41-02	STORM SEWER PLAN
C42-01	GRADING PLAN ENLARGEMENTS
C42-02	GRADING PLAN ENLARGEMENTS
C43-01	GRADING & STORM SEWER DETAILS
C43-02	GRADING & STORM SEWER DETAILS
C43-03	GRADING & STORM SEWER DETAILS
C43-04	GRADING & STORM SEWER DETAILS
C51-01	UTILITY PLAN
C53-01	UTILITY DETAILS
L11-01	TREE INVENTORY & PRESERVATION PLAN
L13-01	TREE INVENTORY & PRESERVATION SCHEDULE
L21-01	LANDSCAPE PLAN
L23-01	LANDSCAPE DETAILS

BENCHMARKS

SITE BENCHMARKS:
(LOCATIONS SHOWN ON SURVEY)

BM #1 TOP OF MINNESOTA DEPARTMENT OF TRANSPORTATION
GEODETIC MONUMENT HAZE MNDT.
ELEVATION= 965.76 FT

SBM #2 TOP OF 5/8 INCH REBAR WITH CAP MARKED "EFN CONTORL".
ELEVATION= 947.23 FT



Know what's below.
Call before you dig.

ISSUED FOR BID - NOT FOR CONSTRUCTION

CIVIL ENGINEER



2025 KIMLEY-HORN AND ASSOCIATES, INC.
11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272
WWW.KIMLEY-HORN.COM

CLIENT



CONSULTING ARCHITECT/ENGINEER



CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
1251 NW BRIARCLIFF PARKWAY
SUITE 500
KANSAS CITY, MO 64116
PHONE: 816-880-9800
FAX: 816-880-9898

PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR COWMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS

LICENSEE

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

DAVID R. MODROW
MN
DATE: 04-29-2025 LIC. NO. 47176

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS
DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR
PART WITHOUT THE PRIOR WRITTEN PERMISSION OF BECKMAN COULTER.

PROJ. NO.	240396	DESIGNED BY:	KLSC
SCALE:	AS SHOWN	CHECKED BY:	CGM
SHEET SIZE:	30x42	APPROVED BY:	DRM

DRAWING TITLE

CIVIL
LEAD SHEET

DRAWING NUMBER

C00-01

- THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE LATEST EDITION OF THE STANDARD SPECIFICATIONS OF THE LOCAL JURISDICTION AND STATE DEPARTMENT OF TRANSPORTATION AND SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL MATERIALS AND METHODS EMPLOYED OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
-
- PERFORM ALL WORK IN COMPLIANCE WITH APPLICABLE CITY REGULATIONS, STATE CODES, AND D.S.H.A. STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING THE NECESSARY MATERIALS & LABOR TO COMPLY WITH THE CITY OF HOUSTON'S REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS OF THE APPROPRIATE APPROVING AUTHORITIES.
- CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
- THE EXISTING SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS QUALITY LEVEL "D." UNLESS OTHERWISE NOTED, THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHANCE 3802, RECOMMENDED BY THE FHWA. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. NO GUARANTEE IS MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY CORRECT. ANY FINDING REGARDING ANY OF THE ABOVE EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE EXISTING UTILITIES AND/OR FACTORS THAT MAY OCCUR WHILE PERFORMING THE PROJECT. HOWEVER, THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE RESPONSIBLE FOR THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
- ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER DIRECTLY FROM THE TESTING AGENCY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE PHASES OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DATA TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
- ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS. THEREAFTER, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
- ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE PROJECT THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- SHOULD CONTRACTOR ENCOUNTER ANY DEBRIS LADEN SOIL, STRUCTURES NOT IDENTIFIED IN THE RECORD DRAWINGS, OR SOURCE OF POTENTIAL CONTAMINATION, THEY SHALL IMMEDIATELY CONTACT THE ENGINEER AND OWNER.
- CONTRACTOR SHALL NOTIFY OWNER AND/OR ENGINEER 48 HOURS IN ADVANCE OF THE FOLLOWING ACTIVITIES: PRE-CONSTRUCTION MEETING, SUBGRADE PREPARATION, BASE INSTALLATION, ASPHALT INSTALLATION, UNDERGROUND PIPING AND UTILITIES INSTALLATION, INSTALLATION OF "STRUCTURES," CURBS, SIDEWALKS, HYDRANT, VALVES, ETC. SIDEWALK INSTALLATION CONNECTIONS TO WATER MAIN SEWER MAINS, TESTS OF UTILITIES.

KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS
CONTAINED WITHIN SUPPLEMENTAL INFORMATION PROVIDED BY THIRD PARTY CONSULTANTS

- 1. BOUNDARY & TOPOGRAPHIC SURVEY**
PERFORMED BY: EGAN, FIELD & NOWAK, INC
ADDRESS: 475 OLD HWY 9 NW
NEW BRIGHTON, MN 55112
PHONE: (612) 468-3300
DATED: 05/07/2024
- 2. GEOTECHNICAL EVALUATION REPORT**
PERFORMED BY: BEAUMONT ENGINEERING CORPORATION
ADDRESS: 1101 HAMPSHIRE AVENUE S
MINNEAPOLIS, MN 55438
PHONE: (612) 966-2000
DATED: 07/24/2024
- 3. CONSTRUCTION TESTING**
TEST REPORTS REQUIRED FOR CLOSE OUT INCLUDE, BUT ARE NOT LIMITED TO:
 - BATTERY TEST RESULTS
 - BACTERIOLOGICAL TESTS OF WATER SYSTEM
 - PRESSURE TEST OF WATER/SEWER
 - LEAK TESTS ON SEWER MAINS AND GREASE TRAPS
 - ANY OTHER TESTING REQUIRED BY THE AGENCY/MUNICIPALITY

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN THE SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL BE REQUIRED TO STAY WITHIN THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL BMP'S AND CONTROLS THROUGHOUT THE PROJECT.
4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION AND SHALL MAINTAIN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS FOR THE DURATION OF CONSTRUCTION.
5. THE CONTRACTOR SHALL FIELD ADJUST AND/OR PROVIDE ADDITIONAL EROSION CONTROL BMP'S AS NEEDED TO PREVENT EROSION AND OFF-SITE SEDIMENT DISCHARGE FROM THE CONSTRUCTION SITE. LOGS AND RECORD ANY ADJUSTMENTS AND DEVIATIONS FROM THE APPROVED EROSION CONTROL PLAN. WORK SHALL BE STOPPED IMMEDIATELY IF EROSION OCCURS.
6. BMP'S SHOWN ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION AS REQUIRED BY ALL JURISDICTIONS UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A CERTIFIED PERSON AT LEAST ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5-INCH OR GREATER RAINFALL EVENT.
7. EROSION & SEDIMENT CONTROL BMP'S SHALL BE MAINTAINED IN ACCORDANCE WITH THE FOLLOWING:
 - 7.1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETEIORATION.
 - 7.2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO VERIFY THAT A HEALTHY STAND OF VEGETATION IS MAINTAINED. SEEDED AREAS SHOULD BE FERTILIZED, WATERED AND RE-SEEDS AS NEEDED. REFER TO THE LANDSCAPE PLAN AND PROJECT SPECIFICATIONS.
 - 7.3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE SILT FENCE.
 - 7.4. THE ROCK CONSTRUCTION ENTRANCE(S) SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC ADDITIONS OF ROCK TOP DRESSING AS CONDITIONS DEMAND.
 - 7.5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC ADDITIONS OF TOP DRESSING IF THE TEMPORARY PARKING CONDITIONS DEMAND.
 - 7.6. PERFORM ALL MAINTENANCE OPERATIONS IN A TIMELY MANNER BUT NOT IN CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKSMANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL CITY OR COUNTY SPECIFICATIONS AND STANDARDS, AND THE STATE DOT SPECIFICATIONS AND STANDARDS IF NOT COVERED BY LOCAL CITY OR COUNTY REGULATIONS.
2. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND CITY STANDARDS.
3. CONTRACTOR SHALL FURNISH ALL PAVEMENT MARKINGS FOR FIRE LANS, ROADWAY LANS, PARKING STALLS, ACCESSIBLE PARKING SYMBOLS, ACCESS AISLES, STOP BARS AND SIGNS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AS SHOWN ON THE PLANS.
4. ALL EXPANSION JOINTS SHALL EXTEND THROUGH THE CURB.
5. THE MINIMUM LENGTH OF OFFSET JOINTS AT RADIUS POINTS SHALL BE 3 FEET.
6. ALL JOINTS, INCLUDING EXPANSION JOINTS WITH REMOVABLE TACK STRIPS, SHALL BE SEALED WITH JOINT SEALANT.
7. THE MATERIALS AND PROPERTIES OF ALL CONCRETE SHALL MEET THE APPLICABLE REQUIREMENTS IN THE A.C.I. (AMERICAN CONCRETE INSTITUTE) MANUAL OF CONCRETE PRACTICE.
8. CONTRACTOR SHALL APPLY A COATING COATING OVER ALL PAVEMENT MARKINGS PRIOR TO ACCEPTANCE BY OWNER FOLLOWED BY A SEED OF GLASS BEADS AS APPLICABLE PER THE PROJECT DOCUMENTS.
9. ANY EXISTING PAVEMENT, CURBS AND/OR SIDEWALKS DAMAGED OR REMOVED WILL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE TO THE SATISFACTION OF THE ENGINEER AND OWNER.
10. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY SUITABLE ACCESSIBLE ROADS (PER A.D.A.) GRADING FOR ALL SIDEWALKS AND ACCESSIBLE ROADS INCLUDING CROSSING DRIVEWAYS SHALL CONFORM TO CURRENT ADA SIDEWALK STANDARD STANDARDS. IN NO CASE SHALL ACCESSIBLE RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 2% . IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5% . IN NO CASE SHALL ACCESSIBLE PARKING STALLS OR AISLES EXCEED 2% (15% TARGET) IN ALL DIRECTIONS SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVING. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A COMPLIANCE ISSUES.
11. MAXIMUM JOINT SPACING IS THE TWICE THE DEPTH OF THE CONCRETE PAVEMENT IN FEET.

1. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL ADJUST BMP'S AS NECESSARY TO PREVENT A WASHOUT WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
3. CONTRACTOR SHALL ENSURE THERE IS POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS SO THAT SURFACE RUNOFF WILL DRAIN BY GRAVITY TO NEW OR EXISTING DRAINAGE OUTLETS. CONTRACTOR SHALL ENSURE NO FLOODING OCCURS IN PAVED AREAS AND SHALL NOTIFY ENGINEER IF ANY GRADING DISCREPANCIES ARE IDENTIFIED IN THE EXISTING OR PROPOSED GRADES PRIOR TO PLACEMENT OF PAVEMENT OR UTILITIES.
4. CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION. EXISTING CASTINGS AND STRUCTURES TO REMAIN SHALL BE ADJUSTED TO MATCH THE PROPOSED FINISHED GRADES.
5. BACKFILL FOR UTILITY LINES SHALL BE PLACED PER DETAILS, STANDARDS, AND SPECIFICATIONS SO THAT THE EXISTING AND REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
6. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF "C" OF TOPSOIL AT COMPLETION OF WORK. ALL UNPAVED AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
7. AFTER PLACEMENT OF SUBGRADE AND PRIOR TO PLACEMENT OF PAVEMENT, CONTRACTOR SHALL TEST AND OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING. ALL AREAS SHALL ADEQUATELY DRAIN TOWARDS THE INTENDED STRUCTURE TO CONVEY STORM RUNOFF. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
8. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT FULL DEPTH OF EXISTING PAVEMENT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
9. THE CONTRACTOR SHALL INSTALL PROTECTION OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
11. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO STATE DOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
12. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL BE SEED OR SOIL BEDDED AS SPECIFIED IN THE PLANS. FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL GROWTH IS ESTABLISHED TO MINIMUM COVERAGE OF 70% IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
14. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF THE COMPLETION OF FINAL GRADING AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
15. THE CONTRACTOR SHALL ENSURE THAT LANDSCAPE ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
16. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS, CITY, AND STATE DOT SPECIFICATIONS.
17. PAVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATION OF THE SITE SPECIFIC GEOTECHNICAL EVALUATION REPORT AND CITY & STATE DOT SPECIFICATIONS.
18. SPOT ELEVATIONS REPRESENT THE FINISHED SURFACE GRADE OR FLOWLINE OF CURB UNLESS OTHERWISE NOTED.
19. LIMITS OF CONSTRUCTION ARE TO THE PROPERTY LINE UNLESS OTHERWISE SPECIFIED ON THE PLAN.
20. IMMEDIATELY REPORT TO THE OWNER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS.
21. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UTILITIES, AND SHALL REPAIR ALL DAMAGE TO EXISTING UTILITIES THAT OCCUR DURING CONSTRUCTION WITHOUT COMPENSATION.
22. BLEND NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
23. ALL PROPOSED GRADES ONSITE SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE INDICATED ON THE PLANS. ANY SLOPES STEEPER THAN 4:1 REQUIRE EROSION AND SEDIMENT CONTROL BLANKET.
24. ADHERE TO ALL TERMS AND CONDITIONS AS NECESSARY IN THE GENERAL N.P.D.E.S. PERMIT AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
25. ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES, GRAVITY SEWER LINES, AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION, AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL, AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE, IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURERS SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERIGHT PLUG WHICH WILL NOT ALLOW ANY OF THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMED AND LOCATED ACCORDING TO THE PLANS.
5. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURERS RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE. FITTING, ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE PROJECT SITE AND SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE MADE AVAILABLE FOR USE BY THE CONTRACTOR PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCYS SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND UTILITY LINES SHALL BE SURVEYED BY A STATE LICENSED PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. THE CONTRACTOR SHALL PERFORM, AT THEIR OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, WATER AND INFLATATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.
10. BETWEEN WATER AND SEWER MANHOLES AND PIPES, CONTRACTOR SHALL PROVIDE FOR A MINIMUM HORIZONTAL CLEARANCE OF 10-FEET AND A MINIMUM VERTICAL SEPARATION OF 18-INCHES.
11. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
12. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GASKETED AND/OR GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERIGHT UNLESS OTHERWISE STATED BY CITY AND STATE DESIGN STANDARDS AND SPECIFICATIONS.
13. UNLESS OTHERWISE STATED IN CITY AND STATE DESIGN STANDARDS AND SPECIFICATIONS, ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING CAPACITY TO EXCEED THAT OF THE PAVEMENT. ALL ABOVE GROUND FINISH GRADE LIDS SHALL BE LABELED "STORM SEWER". EXISTING CASTINGS AND STRUCTURES WITHIN PROJECT LIMITS SHALL BE ADJUSTED TO MEET THESE CONDITIONS AND THE PROPOSED FINISHED GRADE.
14. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT DELAY WHEN THE CONTRACT COMMENCES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
15. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE CONSTRUCTED TO SAME.
16. ALL STORM STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR FROM INVERT IN TO INVERT OUT.
17. ROOF DRAINS SHALL BE CONNECTED TO STORM SEWER BY PREFABRICATED WYES OR AT STORM STRUCTURES. ROOF DRAINS AND TRUCK WELF DRAIN SHALL RUN AT A MINIMUM 2% SLOPE, UNLESS NOTED OTHERWISE, AND TIE IN AT THE CENTERLINE OF THE STORM MAIN.
18. PROVIDE INSULATION OF UNDERGROUND ROOF DRAINS AND SANITARY SEWER SERVICES IF ADEQUATE FROST DEPTH CANNOT BE PROVIDED.
19. THE CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND UTILITIES AND APPURTENANCES THAT ARE TO REMAIN FROM DAMAGE DURING CONSTRUCTION OPERATIONS.
20. THE LOCATION OF EXISTING UTILITIES, STORM DRAINAGE STRUCTURES AND OTHER ABOVE AND BELOW-GRADE IMPROVEMENTS ARE APPROXIMATE AS SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT LOCATION, SIZE AND INVERT ELEVATIONS OF EACH PRIOR TO THE START OF CONSTRUCTION.
21. A MINIMUM SEPARATION OF 5- FEET IS REQUIRED BETWEEN UNDERGROUND UTILITIES AND TREES UNLESS A ROOT BARRIER IS UTILIZED.
22. GAS, PHONE AND ELECTRIC SERVICES SHOWN FOR INFORMATIONAL PURPOSES ONLY. DUTY UTILITY COMPANIES MAY ALTER THE DESIGN LAYOUT DURING THEIR REVIEW. CONTRACTOR TO COORDINATE FINAL DESIGN AND INSTALLATION WITH UTILITY COMPANIES.
23. COORDINATE UTILITY INSTALLATION WITH IRRIGATION DESIGN AND INSTALLATION.
24. ALL DIMENSIONS ARE TO FLOW LINE OF CURB UNLESS OTHERWISE NOTED. PERIMETER WALL DIMENSIONS ARE TO INSIDE WALL FACE. REFERENCE ARCHITECTURAL PLANS FOR EXACT WALL WIDTH AND SPECIFICATIONS.
25. REFERENCE ARCHITECTURAL PLANS (BY OTHERS) FOR EXACT BUILDING DIMENSIONS, MATERIALS SPECIFICATIONS.
26. REFERENCE M.E.P. PLANS (BY OTHERS) FOR MECHANICAL EQUIPMENT DIMENSIONS AND SPECIFICATIONS.
27. CONTRACTOR SHALL REFERENCE STRUCTURAL PLANS (BY OTHERS) FOR FOOTING AND FOUNDATION PAD PREPARATION SPECIFICATIONS.
28. CONTRACTOR SHALL REFERENCE M.E.P PLANS (BY OTHERS) FOR REQUIREMENTS OF PROPOSED ELECTRICAL & COMMUNICATIONS SERVICES AND SITE LIGHTING LAYOUTS.

CIVIL ENGINEER

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CLIENT



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PROJECT TITLE

CHASKA HARDWARE EXPANSION

[illegible]

LICENSEE

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

DAVID R. MODROW

DATE: 04-29-2025 MN LIC. NO. 47176

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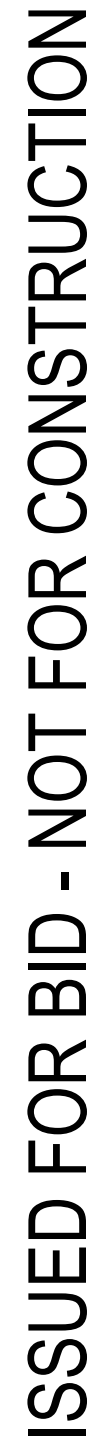
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CIVIL GENERAL NOTES

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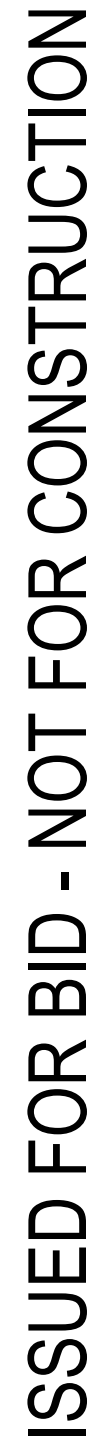
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ALTA TOPOGRAPHIC SURVEY

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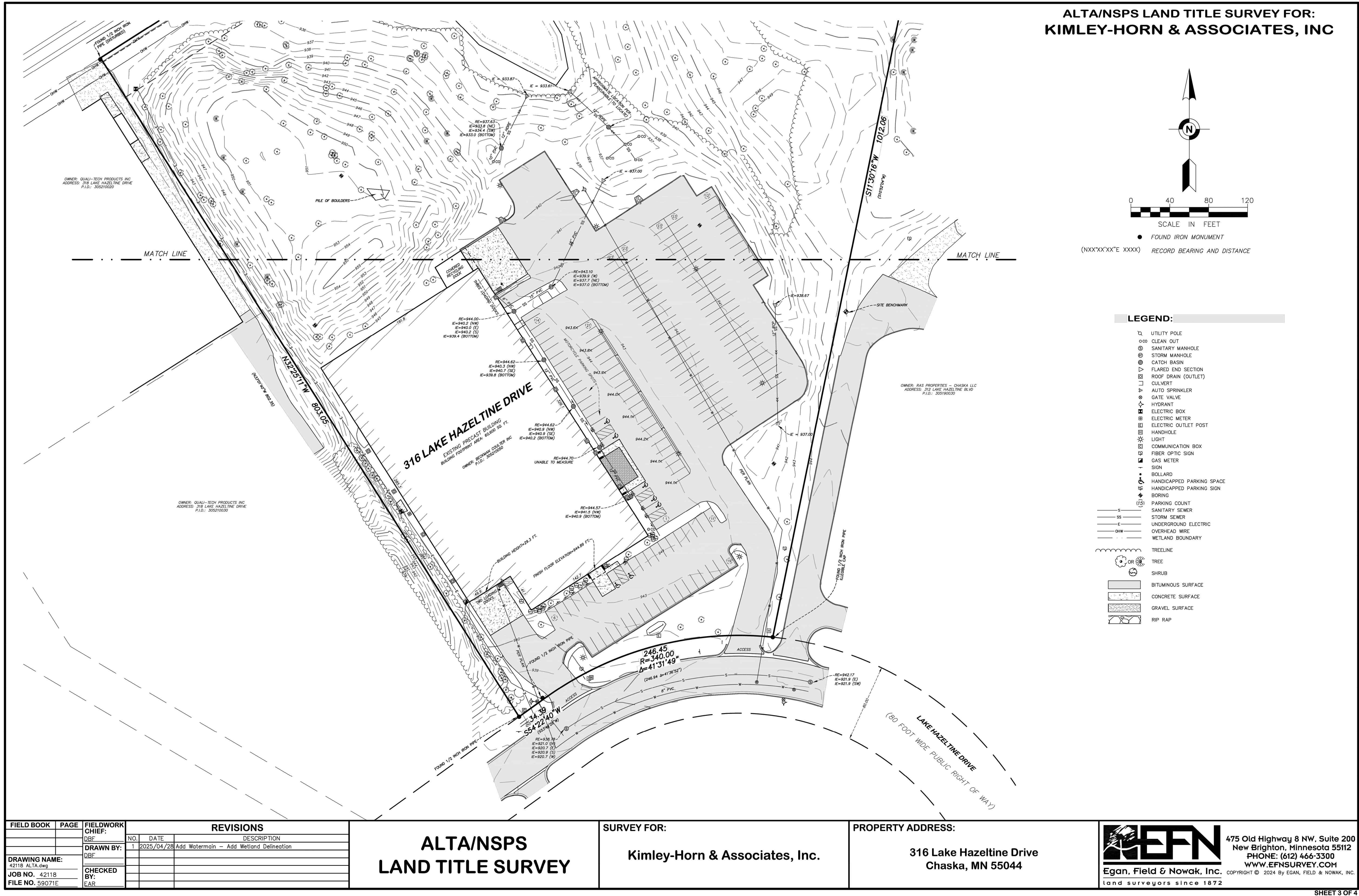
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ALTA TOPOGRAPHIC
ENLARGEMENT

DRAWING NUMBER
C11-03

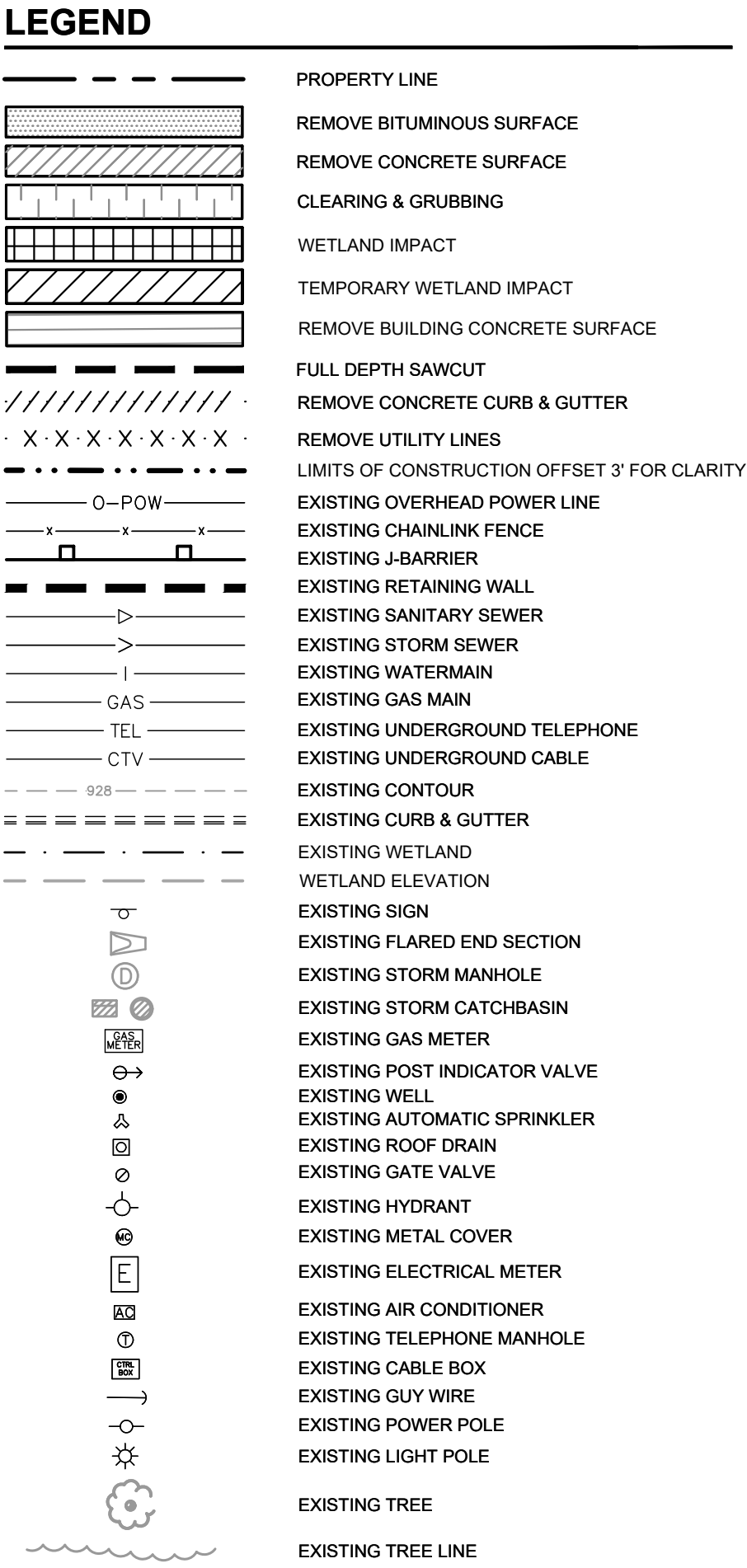
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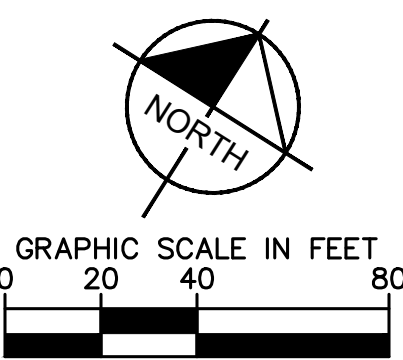
PROJECT TITLE
CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR COWMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS



1. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL, (IN A LOCATION TO BE DETERMINED BY THE CONTRACTOR) OF ALL EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO, FOUNDATIONS, PARKING, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. SUCH THAT THE IMPROVEMENTS ON THE PLANS CAN BE CONSTRUCTED. FACILITIES TO BE REMOVED SHALL BE REMOVED TO SUITABLE MATERIALS AND SHALL BE REMOVED TO THE PROPERTY OWNER'S DESIGNATED MATERIAL PER THE PROJECT DOCUMENTS.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN AN APPROPRIATE MANNER. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FOR DEMOLITION AND DISPOSAL FROM THE APPROPRIATE LOCAL AND STATE AGENCIES. THE CONTRACTOR SHALL PROVIDE COPIES OF THE PERMIT AND RECORDS TO THE PROJECT OWNER. THE CONTRACTOR SHALL MAINTAIN RECORDS REPRESENTATIVE, INCLUDING TYPE OF DEBRIS AND LOCATION WHERE IT WAS DISPOSED.
3. THE CONTRACTOR SHALL MAINTAIN UTILITY SERVICES TO ADJACENT PROPERTIES AT ALL TIMES. UTILITY SERVICES SHALL BE INTERRUPTED WITHOUT APPROVAL FROM THE CONSTRUCTION MANAGER AND COORDINATION WITH THE ADJACENT PROPERTIES AND/OR THE CITY.
4. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY TO DETERMINE THE LOCATION OF ALL UTILITIES AND THE LOCATION OF ANY EXISTING STRUCTURES, AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
5. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLAN HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AVAILABLE. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY AND ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION OR CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ADJACENT UTILITY COMPANIES TO PROVIDE LOCATIONS OF EXISTING UTILITIES WITHIN PROPOSED WORK AREA.
6. EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE BASED ON AVAILABLE RECORD PLAN DATA AND FIELD SURVEY UTILITY MARKINGS AND ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION. THE CONTRACTOR SHALL BE WARNED THAT THERE MAY BE UNDETECTED UTILITIES. THE CONTRACTOR SHALL PROCEED WITH CAUTION AROUND ANY ANTICIPATED UNDERGROUND FEATURES. GIVE NOTICE TO ALL UTILITIES TO COME TO THE PROJECT SITE TO LOCATE SERVICE LINES AND CAP ANY ABANDONED LINES BEFORE PRECEDING WITH THE PROPOSED WORK.
7. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC, AND/OR GAS LINES NEED TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE ALLOWED FOR THE COORDINATION. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY TO OBTAIN A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITH ANY ROAD RIGHT-OF-WAY DURING CONSTRUCTION.
8. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, SIGNS, AND REDUCED SPEED LIMITS. PLANS 1200P-1 AND 1200P-2 SHALL BE MAINTAINED BY THE CONSTRUCTION MANAGER. MAINTENANCE OF ADJACENT PROPERTIES SHALL BE COORDINATED IN ADVANCE WITH THE CITY AND THE PROJECT OWNER.
9. CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION, AND SHALL NOTIFY ADJACENT PROPERTY OWNERS IF ACCESS WILL BE INTERRUPTED OR ALTERED AT ANY TIME DURING CONSTRUCTION.
10. PRIOR TO THE START OF DEMOLITION, INSTALL EROSION CONTROL, BMPs IN ACCORDANCE WITH THE SWPPP, AND SEDIMENT CONTROL PLANS 1200P-1 AND 1200P-2.
11. CONTRACTOR MAY LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT OR CURB, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
12. THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE CITY WATER AND FIRE DEPARTMENTS TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE SITE AND TO THE ADJACENT PROPERTIES. THE CONTRACTOR SHALL NOTIFY THE CITY IMMEDIATELY IF ANY UTILITIES ARE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE CITY. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO CLAIMS WILL BE MADE AGAINST THE CITY.
13. IN THE EVENT A WELL IS FOUND, THE CONTRACTOR SHALL CONTACT THE ENGINEER AND OWNER IMMEDIATELY. ALL WELLS SHALL BE SEALED BY A LICENSED WELL CONTRACTOR IN ACCORDANCE WITH STATE REQUIREMENTS.
14. IN THE EVENT THAT UNKNOWN CONTAMINORS OR TANKS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER IMMEDIATELY. ALL CONTAMINERS SHALL BE DISPOSED OF AT A PERMITTED LANDFILL PER THE PROJECT DOCUMENTS.
15. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY EXISTING DRAINAGE IS ENCOUNTERED ON SITE. ACTIVE DRAINAGE SHALL NOT BE REMOVED WITHOUT APPROVAL FROM THE ENGINEER.
16. IF CONTAMINATED MATERIAL IS ENCOUNTERED ON THE PROJECT SITE, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER IMMEDIATELY.
17. CONTRACTOR TO WORK WITH OWNER ON PHASING AND SCHEDULING OF UTILITY TO LIMIT DISRUPTION OF ACTIVE BUSINESS.

A	SAWCUT EXISTING PAVEMENT
B	REMOVE EXISTING CURB
C	REMOVE EXISTING PAVEMENT
D	REMOVE EXISTING WATER LINE / HYDRANT / VALVE
E	PROTECT EXISTING SEWER LINE / STRUCTURE
F	REMOVE EXISTING ELECTRICAL LINE / EQUIPMENT
G	REMOVE EXISTING STORM LINE / STRUCTURE
H	PROTECT EXISTING STORM LINE / STRUCTURE
I	PROTECT EXISTING BUILDING / STRUCTURE
J	REMOVE EXISTING ROCK SPILLWAYS
K	PROTECT EXISTING MONUMENT IN PLACE
L	PROTECT EXISTING SIGNAGE IN PLACE
M	PROTECT EXISTING FIRE DEPARTMENT CONNECTION
N	REMOVE EXISTING LIGHTING
O	REMOVE EXISTING BOLLARD
P	REMOVE EXISTING STAIRS
Q	PROTECT EXISTING LIGHTING



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Call before you dig.

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Kimley»»Horn

2025 KIMLEY-HORN AND ASSOCIATES, INC.
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**BECKMAN
COULTER**

**CLARK, RICHARDSON AND BISKUP
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CHASKA HARDWARE EXPANSION

[illegible]

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

DAVID R. MODROW

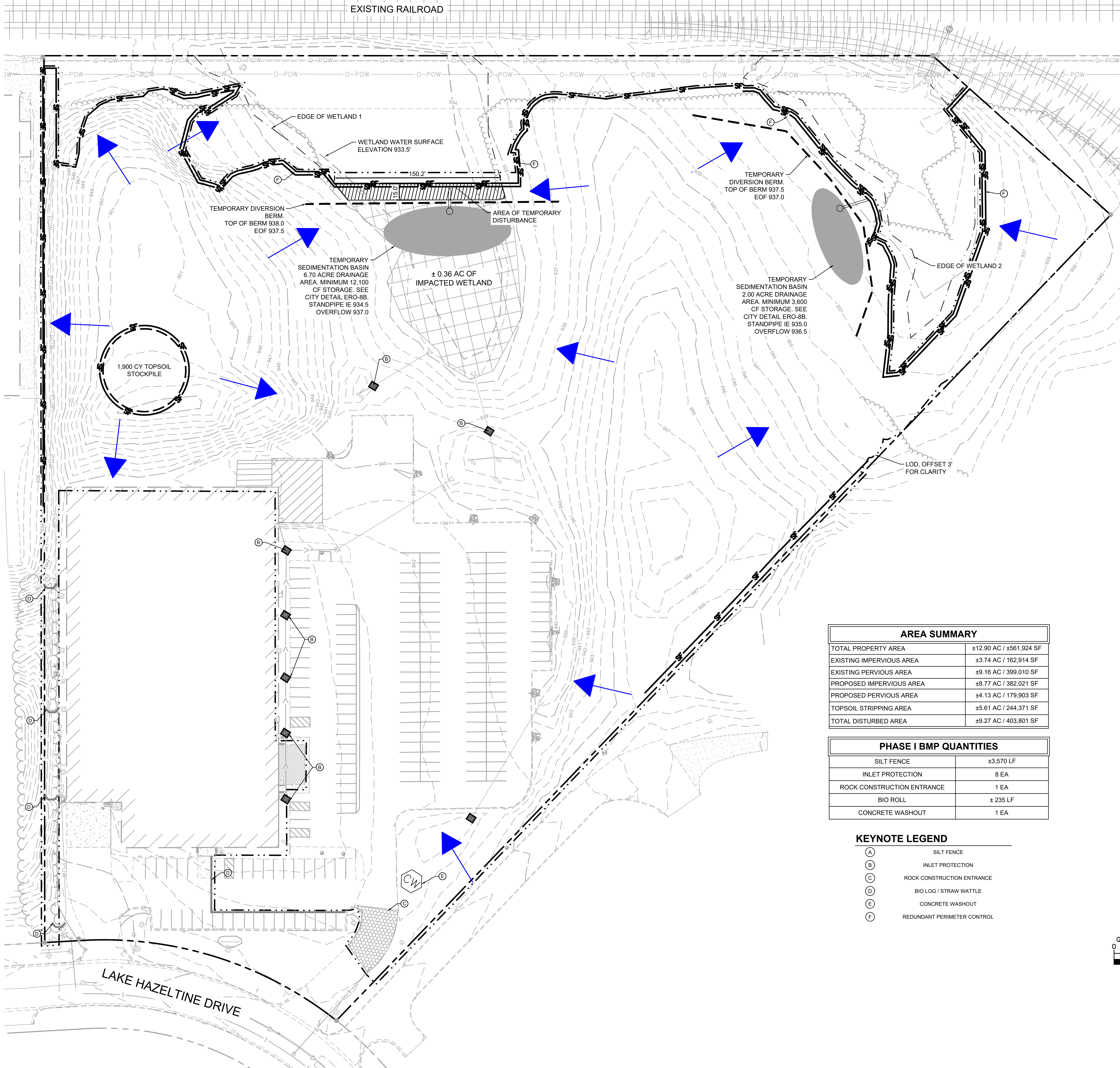
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CIVIL SITE DEMOLITION PLAN

CD11-01



AREA SUMMARY	
TOTAL PROPERTY AREA	±12.90 AC / ±561,924 SF
EXISTING IMPERVIOUS AREA	±3.74 AC / 162,914 SF
EXISTING PERVIOUS AREA	±9.16 AC / 399,010 SF
PROPOSED IMPERVIOUS AREA	±8.77 AC / 382,021 SF
PROPOSED PERVIOUS AREA	±4.13 AC / 179,903 SF
TOPSOIL STRIPPING AREA	±5.61 AC / 244,371 SF
TOTAL DISTURBED AREA	±9.27 AC / 403,801 SF

PHASE I BMP QUANTITIES	
SILT FENCE	±3,570 LF
INLET PROTECTION	8 EA
ROCK CONSTRUCTION ENTRANCE	1 EA
BIO LOG / STRAW WATTLE	± 235 LF
CONCRETE WASHOUT	1 EA

KEYNOTE LEGEND	
(A)	SILT FENCE
(B)	INLET PROTECTION
(C)	ROCK CONSTRUCTION ENTRANCE
(D)	BIO LOG / STRAW WATTLE
(E)	CONCRETE WASHOUT
(F)	REDUNDANT PERIMETER CONTROL

LEGEND

	ROCK ENTRANCE
	EROSION CONTROL BLANKET
	INLET PROTECTION
	SILT FENCE
	LIMITS OF DISTURBANCE (OFFSET 3' FOR CLARITY)
	SAFETY FENCE
	BIO ROLL
	WETLAND LINE
	TEMPORARY DIVERSION BERM
	CONCRETE WASHOUT

EROSION CONTROL PLAN NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN THE SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH LAND DISTURBING ACTIVITIES SHALL OBTAIN A COPY OF THE SWPPP AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT, AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. SEDIMENT SHALL BE DROPPED, WASHED, OR TRACKED ONTO A PUBLIC ROADWAY FROM THE CONSTRUCTION SITE. SEDIMENT MUST BE REMOVED AS SOON AS PRACTICABLE. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ANY FINES IMPOSED FOR DISCHARGING SEDIMENT ONTO A PUBLIC RIGHT OF WAY SHALL BE PAID BY THE CONTRACTOR.
4. TEMPORARY SEEDING OR OTHER APPROVED METHODS OF STABILIZATION SHALL BE INITIATED WITHIN 7 DAYS OF THE LAST DISTURBANCE ON ANY AREA OF THE SITE.
5. THE CONTRACTOR SHALL MINIMIZE LAND DISTURBANCE AND CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
6. CONTRACTOR SHALL DENOTE ON THE PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
7. ALL WASH WATER FROM THE CONSTRUCTION SITE (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED BEFORE DISPOSAL.
8. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
10. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
11. STAGING AREAS, STOCKPILES, SPOILS, ETC. SHALL BE LOCATED OUTSIDE OF DRAINAGE WAYS SUCH THAT STORM WATER RUNOFF WILL NOT BE ADVERSELY AFFECTED. PROVIDE STABILIZATION MEASURES SUCH AS PERIMETER EROSION CONTROL, BMPs, SEEDING, OR OTHER COVERING AS NECESSARY TO PREVENT EROSION.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL BMP DISTURBED DURING CONSTRUCTION OPERATIONS. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES THAT MAY LEAD TO UNAUTHORIZED DISCHARGE OF STORM WATER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE (BUT ARE NOT LIMITED TO) EXCESS CONCRETE, DUMPING, CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUELS, LUBRICANT OILS, PESTICIDES, AND SOLID WASTE MATERIALS.
13. EROSION CONTROL BMPs SHOWN ON THESE PLANS SHALL BE INSTALLED PRIOR TO THE START OF LAND-DISTURBING ACTIVITIES ON THE PROJECT, AND INITIATED AS SOON AS PRACTICABLE.
14. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION, AND SHALL MAINTAIN COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS FOR THE DURATION OF CONSTRUCTION.
15. THE CONTRACTOR SHALL FIELD ADJUST AND/OR PROVIDE ADDITIONAL EROSION CONTROL BMPs AS NEEDED TO PREVENT EROSION AND OFF-SITE SEDIMENT DISCHARGE FROM THE CONSTRUCTION SITE. LOG AND RECORD ANY ADJUSTMENTS AND DEVIATIONS FROM THE APPROVED EROSION CONTROL PLANS WITHIN THE SWPPP DOCUMENTS STORED IN THE JOB SITE TRAILER.

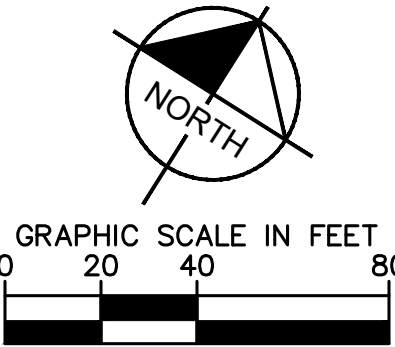
SWPPP UPDATES & AMENDMENTS

THE CONTRACTOR MUST UPDATE THE SWPPP BY NOTING ON THE SITE MAPS IN THE JOB SITE BINDER TO REFLECT THE PROGRESS OF CONSTRUCTION ACTIVITIES AND GENERAL CHANGES TO THE PROJECT SITE FOR THE DURATION OF LAND DISTURBING ACTIVITIES. AT A MINIMUM, UPDATES SHALL BE MADE DAILY TO TRACK CONSTRUCTION PROGRESS DESCRIBED IN THE SEQUENCE OF CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR NOTING THE LOCATION OF THE JOB SITE TRAILER, TEMPORARY PARKING & LAYDOWN AREAS, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL & MATERIAL STORAGE, SOLID WASTE CONTAINERS, AND OTHER CONSTRUCTION RELATED FACILITIES THAT MAY IMPACT STORMWATER RUNOFF.

PHASE 1 SEQUENCE OF CONSTRUCTION

1. INSTALL PERIMETER EROSION CONTROL (I.E. SILT FENCE) AND INLET PROTECTION AT EXISTING STORMWATER INLETS.
2. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AND CONCRETE WASHOUT
3. PREPARE TEMPORARY PARKING AND STORAGE AREA.
4. CONSTRUCT AND STABILIZE DIVERSIONS AND TEMPORARY SEDIMENT BASINS.
5. CLEAR AND GRUB THE SITE.
6. STRIP AND STOCKPILE TOPSOIL.
7. BEGIN MASS SITE GRADING AND ROUGH GRADE SITE SUFFICIENTLY TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
8. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
9. TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 14 DAYS OR MORE OR AS REQUIRED BY THE NPDES AND/OR CITY GRADING PERMIT(S).

NOTE: THE SEQUENCE OF CONSTRUCTION IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL, DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY.



ISSUED FOR BID - NOT FOR CONSTRUCTION

CIVIL ENGINEER

Kimley»Horn

2025 KIMLEY-HORN AND ASSOCIATES, INC.
11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272
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PHONE: 816-880-9800
FAX: 816-880-9898

PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR COWMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS

LICENSEE

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

DAVID R. MOOROW
DATE: 04-29-2025 MIN. LIC. NO. 47176

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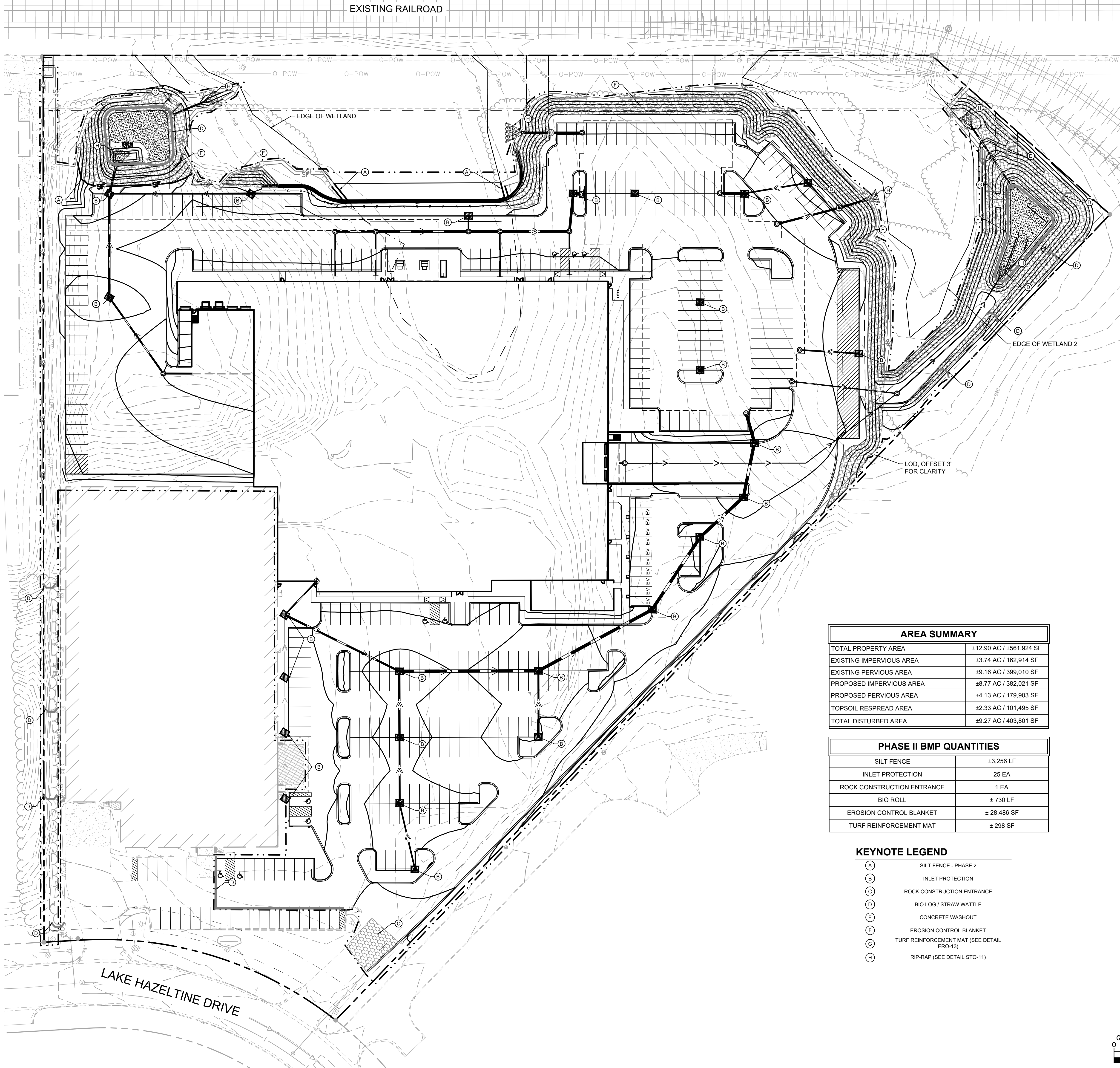
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SCALE:	AS SHOWN	CHECKED BY:	CGM
SHEET SIZE:	30x42	APPROVED BY:	DRM

DRAWING TITLE

CIVIL
**EROSION AND SEDIMENT
CONTROL PLAN - PHASE 1**

DRAWING NUMBER

C21-01



LEGEND

- ROCK ENTRANCE
- EROSION CONTROL BLANKET
- PROPOSED RIP-RAP SPILLWAY
- INLET PROTECTION
- SILT FENCE - PHASE 1
- SILT FENCE - PHASE 2
- LIMITS OF DISTURBANCE (OFFSET 3' FOR CLARITY)
- SAFETY FENCE
- BIOROLL
- WETLAND LINE

EROSION CONTROL PLAN NOTES

- THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN THE SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH LAND DISTURBING ACTIVITIES SHALL OBTAIN A COPY OF THE SWPPP AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT, AND BECOME FAMILIAR WITH THEIR CONTENTS.
- SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. SEDIMENT FILLED, DROPPED, WASHED, OR TRACKED ONTO A PUBLIC ROADWAY FROM THE CONSTRUCTION SITE MUST BE REMOVED AS SOON AS PRACTICABLE. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ANY FINES IMPOSED FOR DISCHARGING SEDIMENT ONTO A PUBLIC RIGHT OF WAY SHALL BE PAID BY THE CONTRACTOR.
- TEMPORARY SEEDING OR OTHER APPROVED METHODS OF STABILIZATION SHALL BE INITIATED WITHIN 7 DAYS OF THE LAST DISTURBANCE ON ANY AREA OF THE SITE.
- THE CONTRACTOR SHALL MINIMIZE LAND DISTURBANCE AND CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- CONTRACTOR SHALL DENOTE ON THE PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
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SWPPP UPDATES & AMENDMENTS

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PHASE 2 SEQUENCE OF CONSTRUCTION

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

BMP AND EROSION CONTROL INSTALLATION SEQUENCE SHALL BE AS FOLLOWS:

- TEMPORARILY SEED, THROUGHOUT CONSTRUCTION, DENuded AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE.
- INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, UNDERGROUND SYSTEM, CURBS AND GUTTERS.
- INSTALL APPROPRIATE INLET PROTECTION AT ALL STORM SEWER STRUCTURES AS EACH INLET STRUCTURE IS INSTALLED.
- RESPREAD MINIMUM 6" TOPSOIL AND PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
- PREPARE SITE FOR PAVING.
- PAVE SITE AND INSTALL STRIPING.
- INSTALL APPROPRIATE INLET PROTECTION DEVICES FOR PAVED AREAS AS WORK PROGRESSES.
- COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
- OBTAIN CONCURRENCE WITH THE CIVIL ENGINEERING CONSULTANT THAT THE SITE HAS BEEN FULLY STABILIZED. THEN:
 - REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES
 - STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF BMPs.

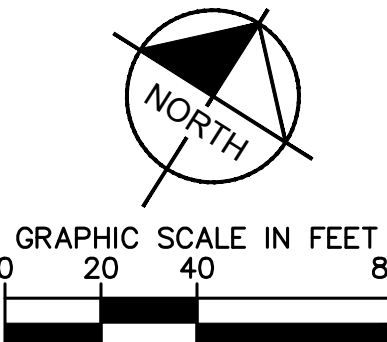
NOTE: THE SEQUENCE OF CONSTRUCTION SHOWN ABOVE IS A GENERAL OVERVIEW AND IS INTENDED TO CONVEY THE GENERAL CONCEPTS OF THE EROSION CONTROL DESIGN AND SHOULD NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETAILED PHASING AND CONSTRUCTION SEQUENCING NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS INCLUDED IN THESE PLANS. THE CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IMMEDIATELY, PRIOR TO AND/OR DURING CONSTRUCTION, IF ANY ADDITIONAL INFORMATION ON THE CONSTRUCTION SEQUENCE IS NECESSARY. CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLYING WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION AND ALL OTHER APPLICABLE LAWS.

AREA SUMMARY	
TOTAL PROPERTY AREA	±12.90 AC / ±561,924 SF
EXISTING IMPERVIOUS AREA	±3.74 AC / 162,914 SF
EXISTING PERVIOUS AREA	±9.16 AC / 399,010 SF
PROPOSED IMPERVIOUS AREA	±8.77 AC / 382,021 SF
PROPOSED PERVIOUS AREA	±4.13 AC / 179,903 SF
TOPSOIL RESPREAD AREA	±2.33 AC / 101,495 SF
TOTAL DISTURBED AREA	±9.27 AC / 403,801 SF

PHASE II BMP QUANTITIES	
SILT FENCE	±3,256 LF
INLET PROTECTION	25 EA
ROCK CONSTRUCTION ENTRANCE	1 EA
BIO ROLL	± 730 LF
EROSION CONTROL BLANKET	± 28,486 SF
TURF REINFORCEMENT MAT	± 298 SF

KEYNOTE LEGEND

- (A) SILT FENCE - PHASE 2
- (B) INLET PROTECTION
- (C) ROCK CONSTRUCTION ENTRANCE
- (D) BIO LOG / STRAW WATTLE
- (E) CONCRETE WASHOUT
- (F) EROSION CONTROL BLANKET
- (G) TURF REINFORCEMENT MAT (SEE DETAIL ERO-13)
- (H) RIP-RAP (SEE DETAIL STO-11)



ISSUED FOR BID - NOT FOR CONSTRUCTION

CIVIL ENGINEER

Kimley»Horn

2025 KIMLEY-HORN AND ASSOCIATES, INC.
11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
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KANSAS CITY, MO 64116
PHONE: 916-880-9800
FAX: 916-880-9898

PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR COMMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS

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David R. Morow

DAVID R. MOROW
DATE: 04-29-2025 MIN. LIC. NO. 47176

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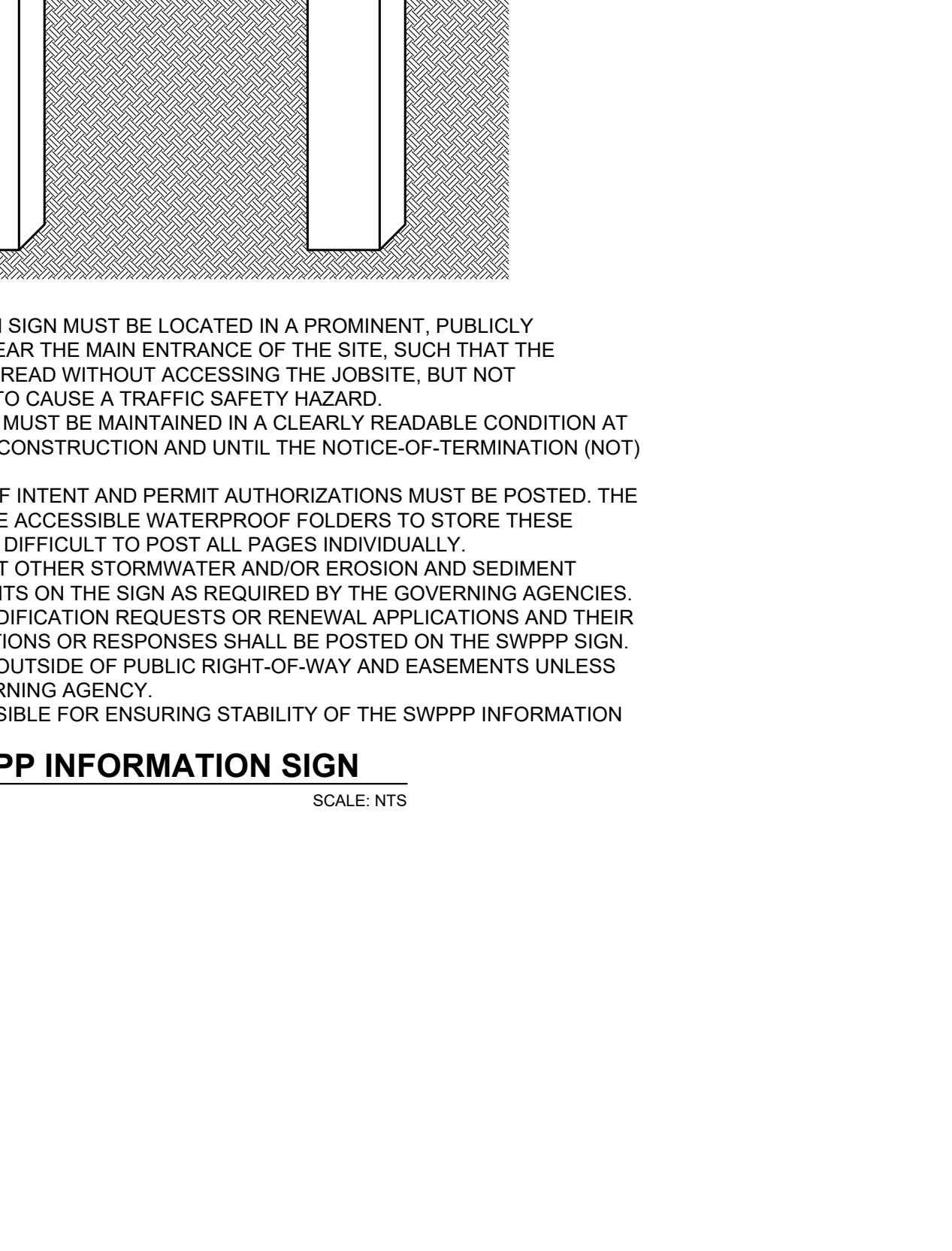
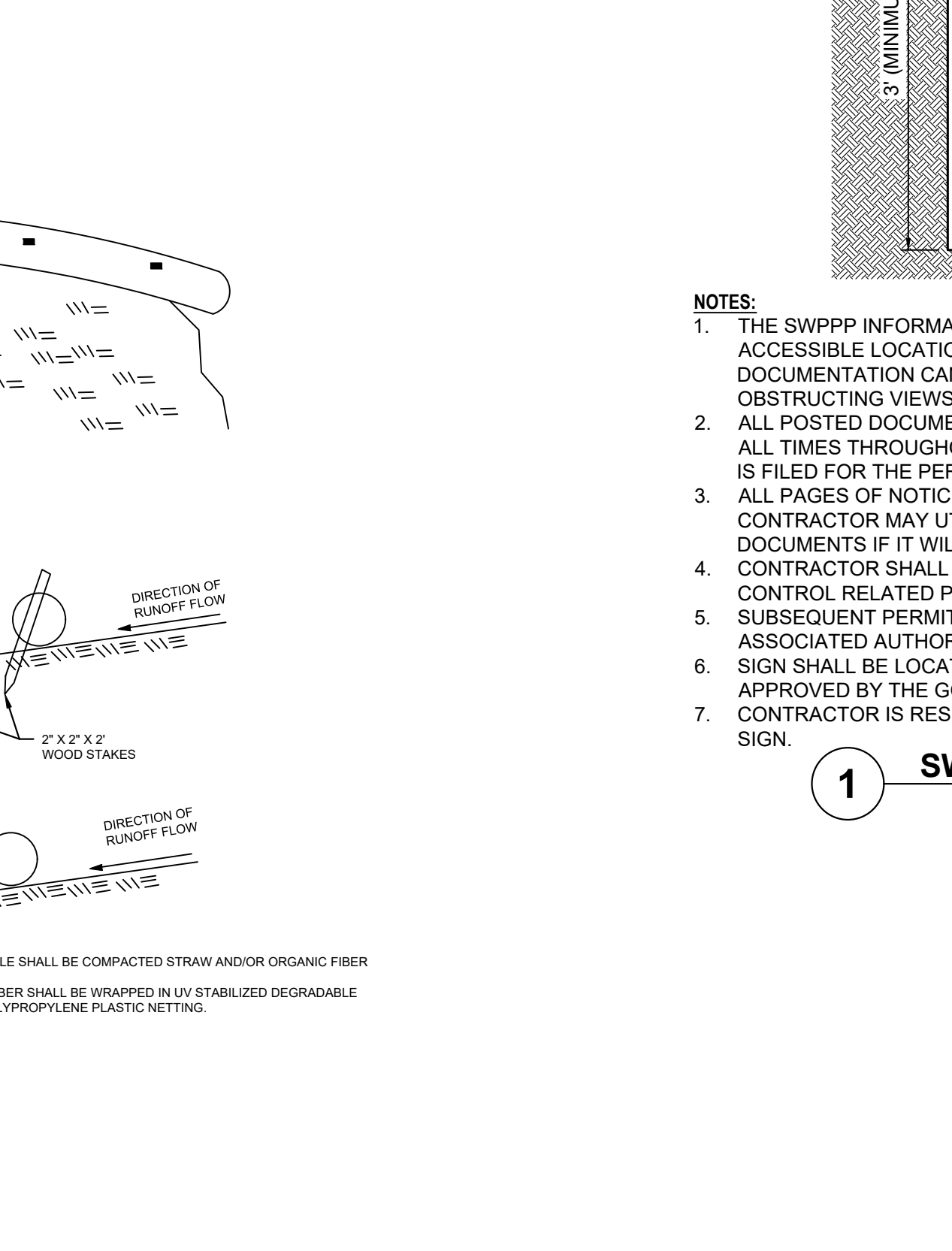
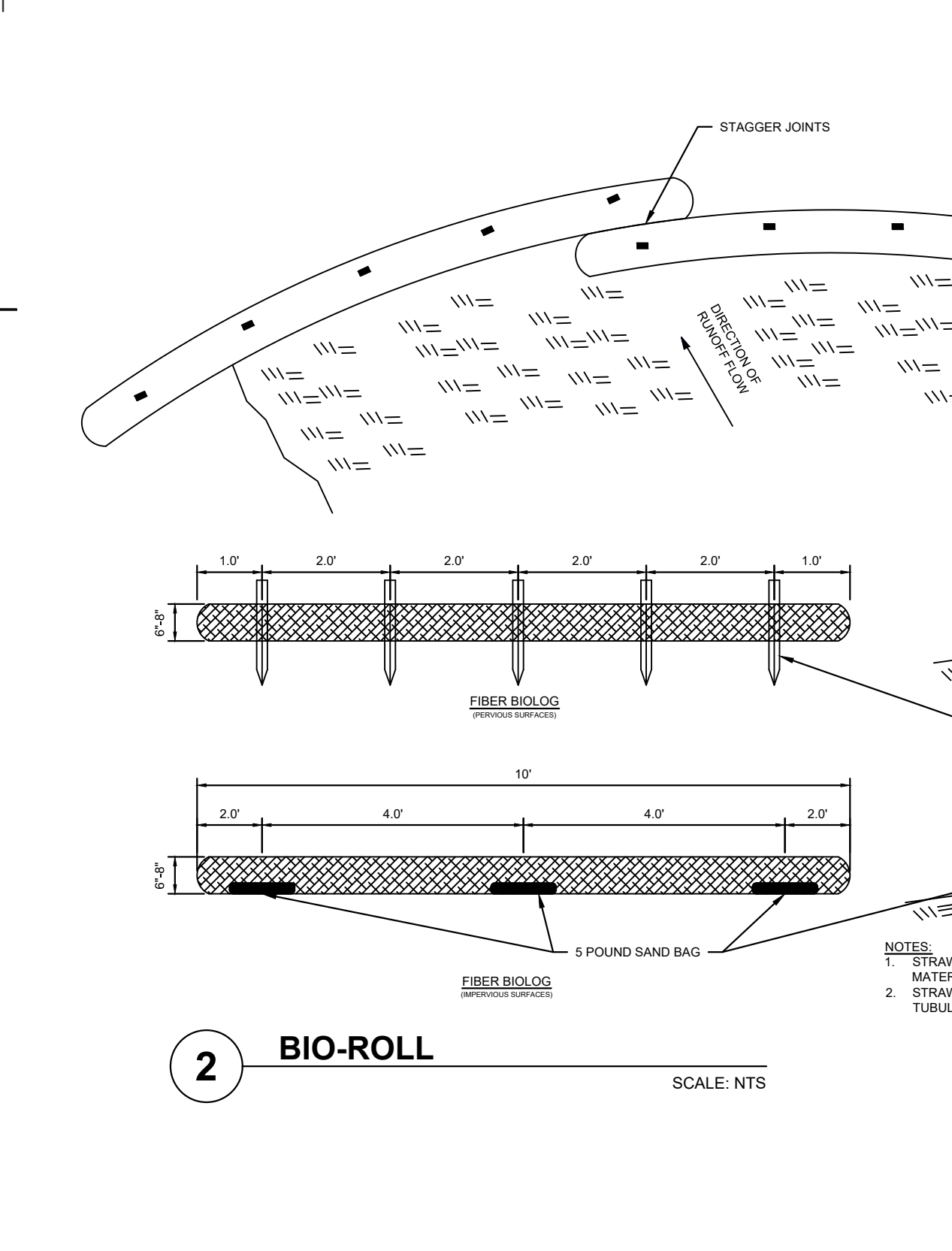
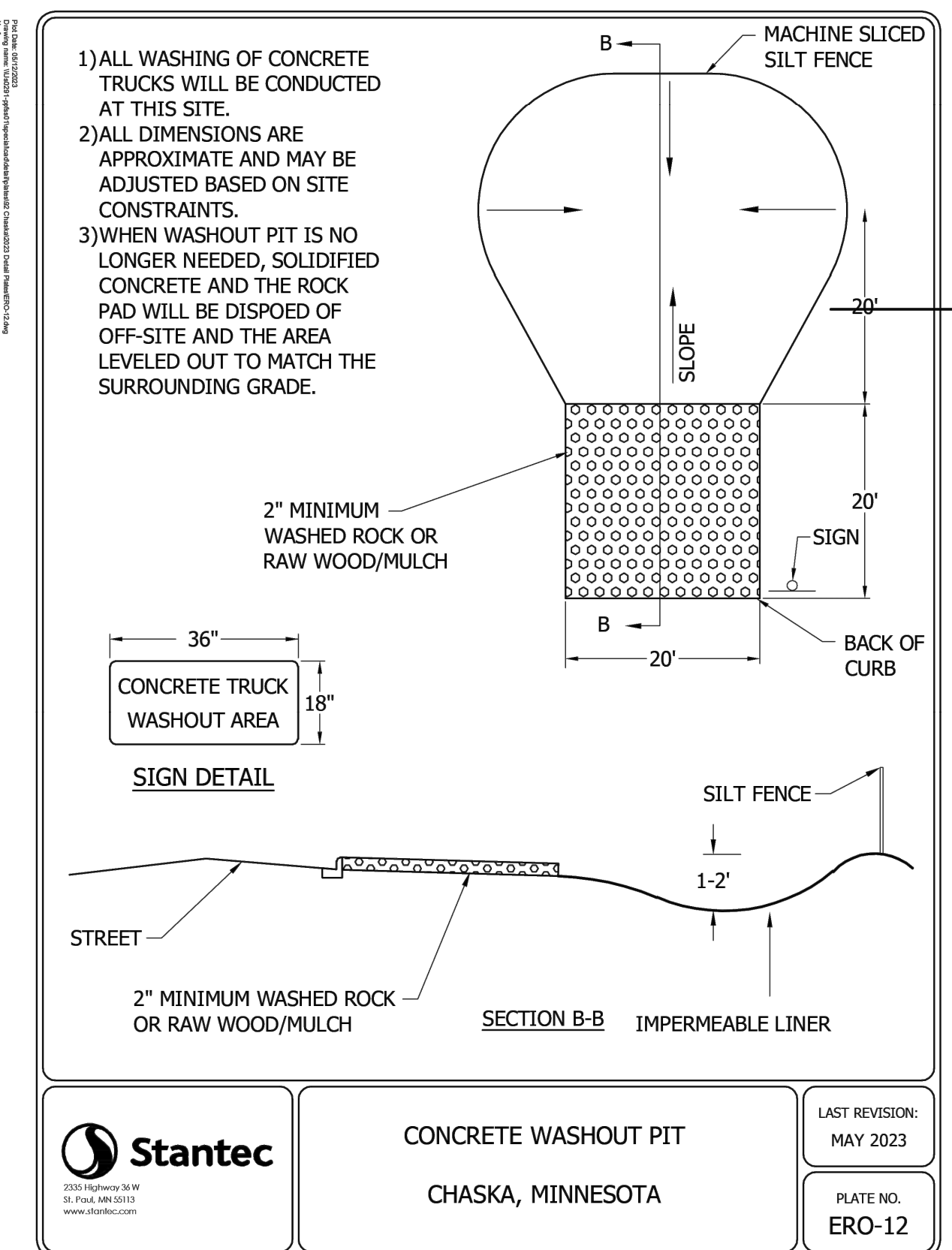
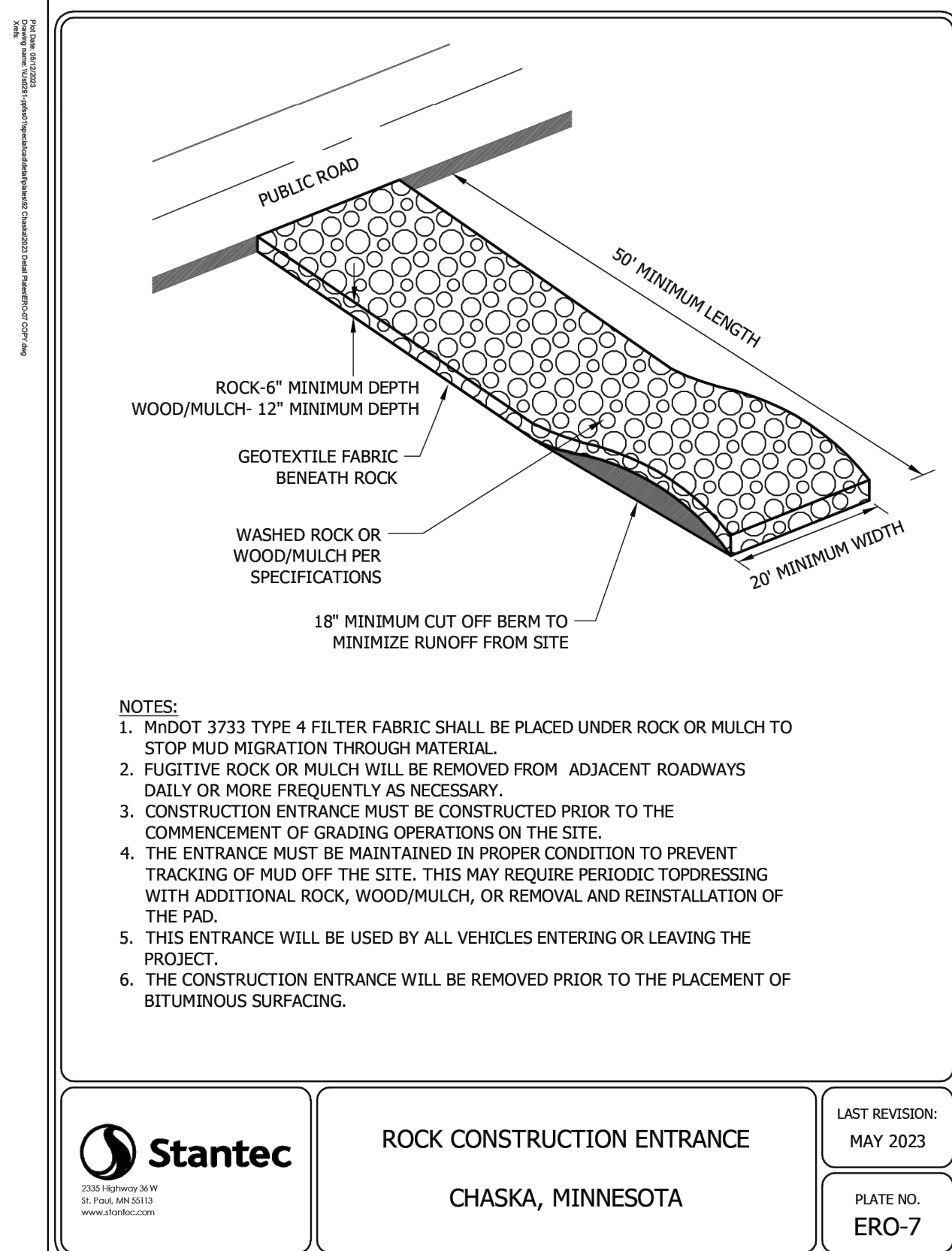
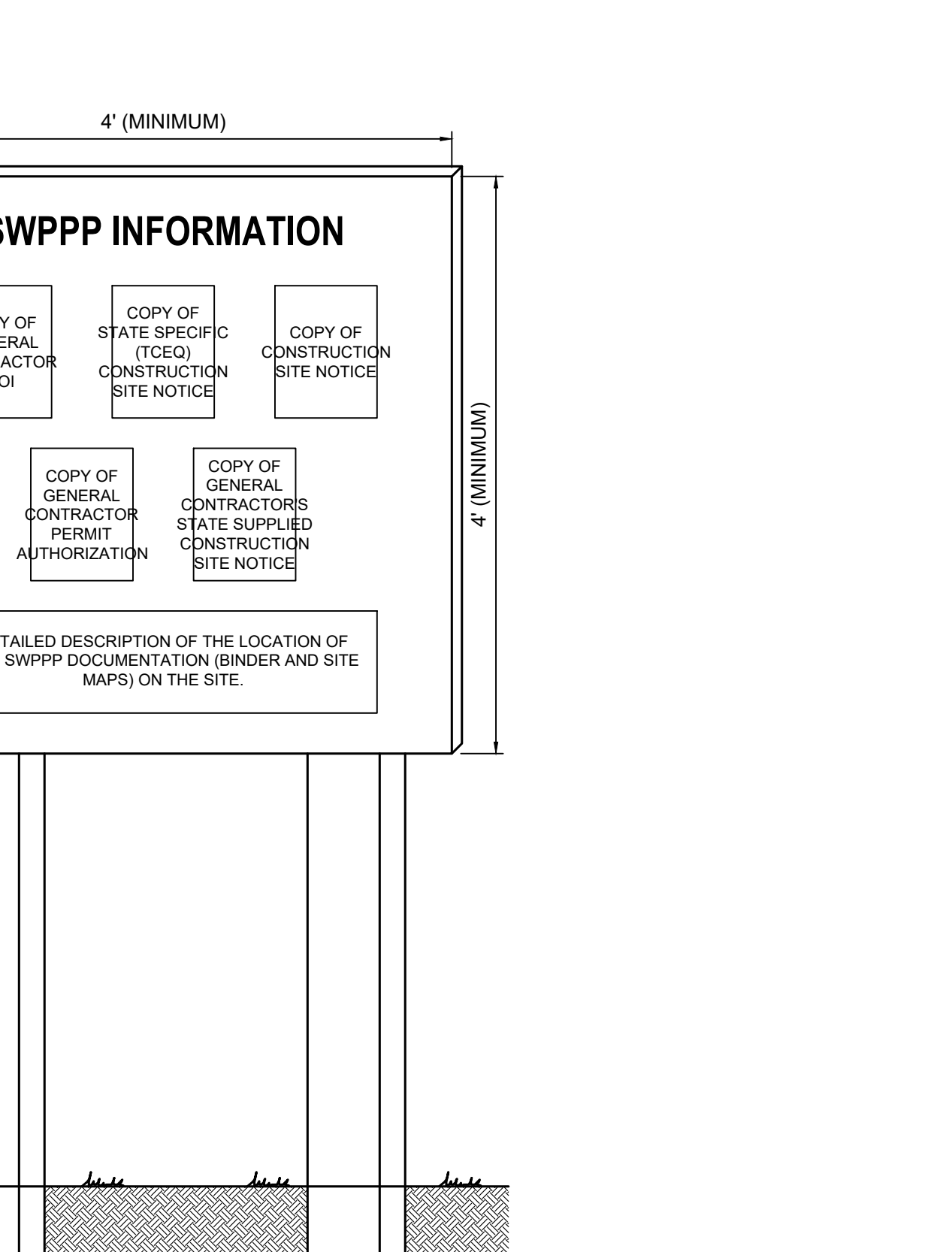
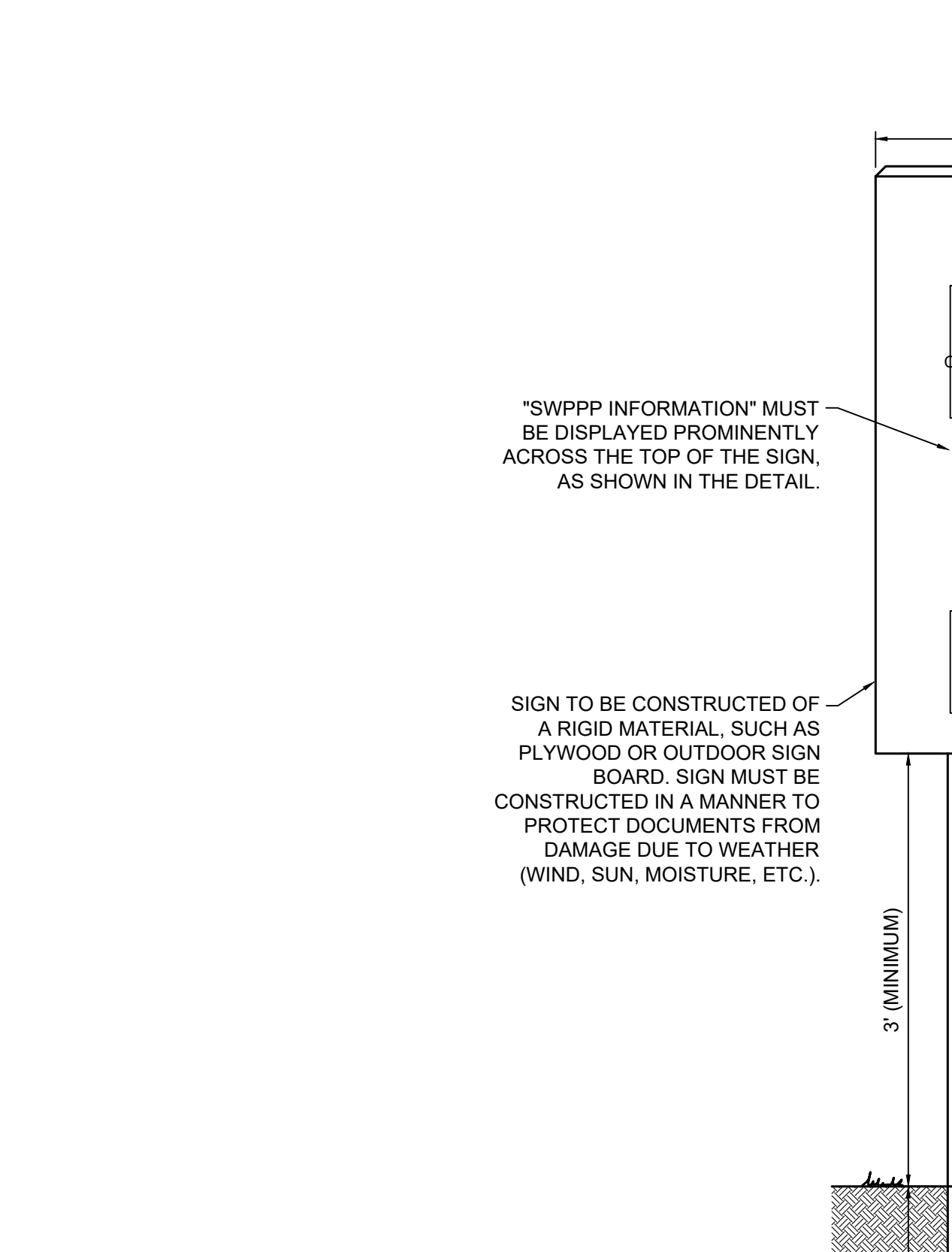
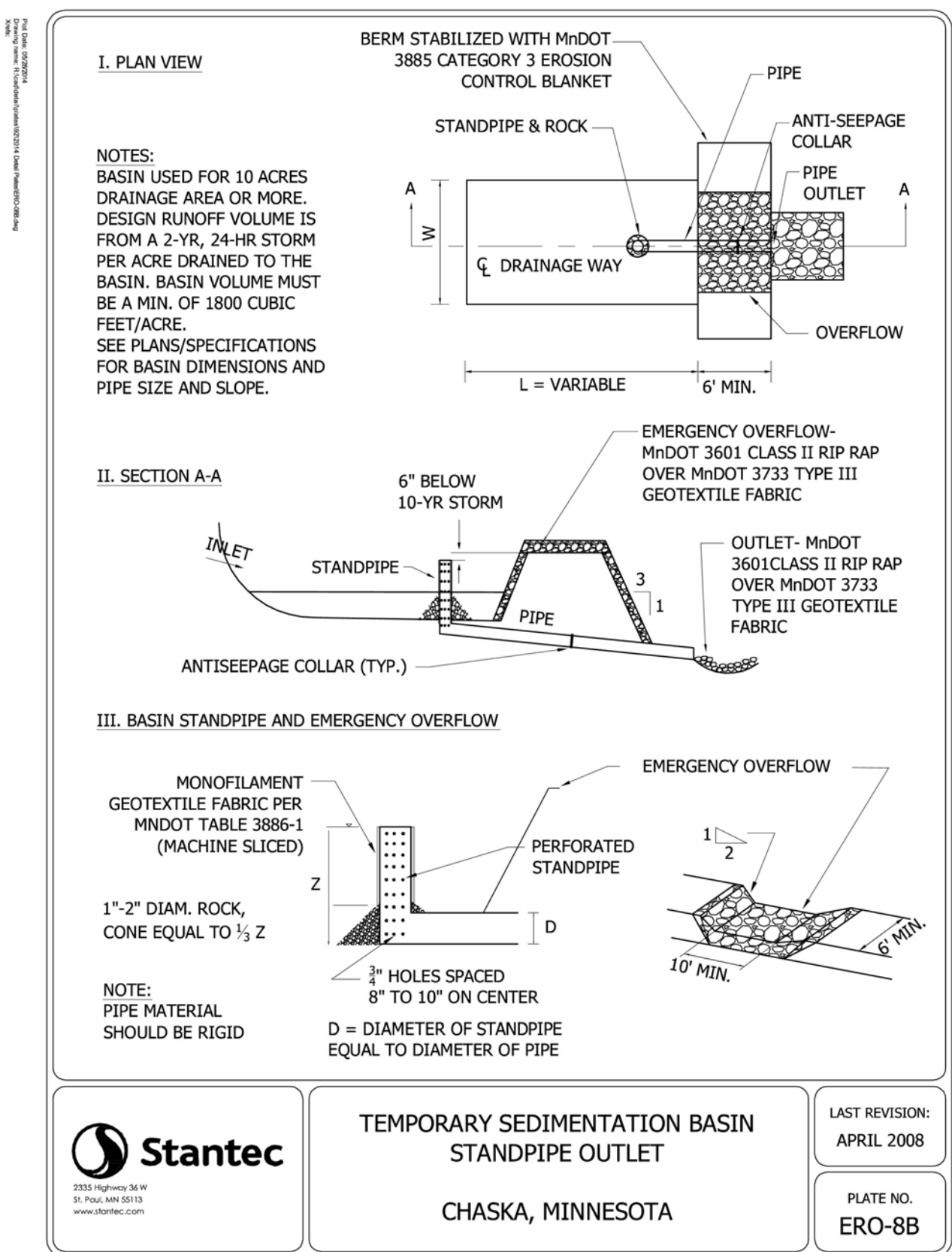
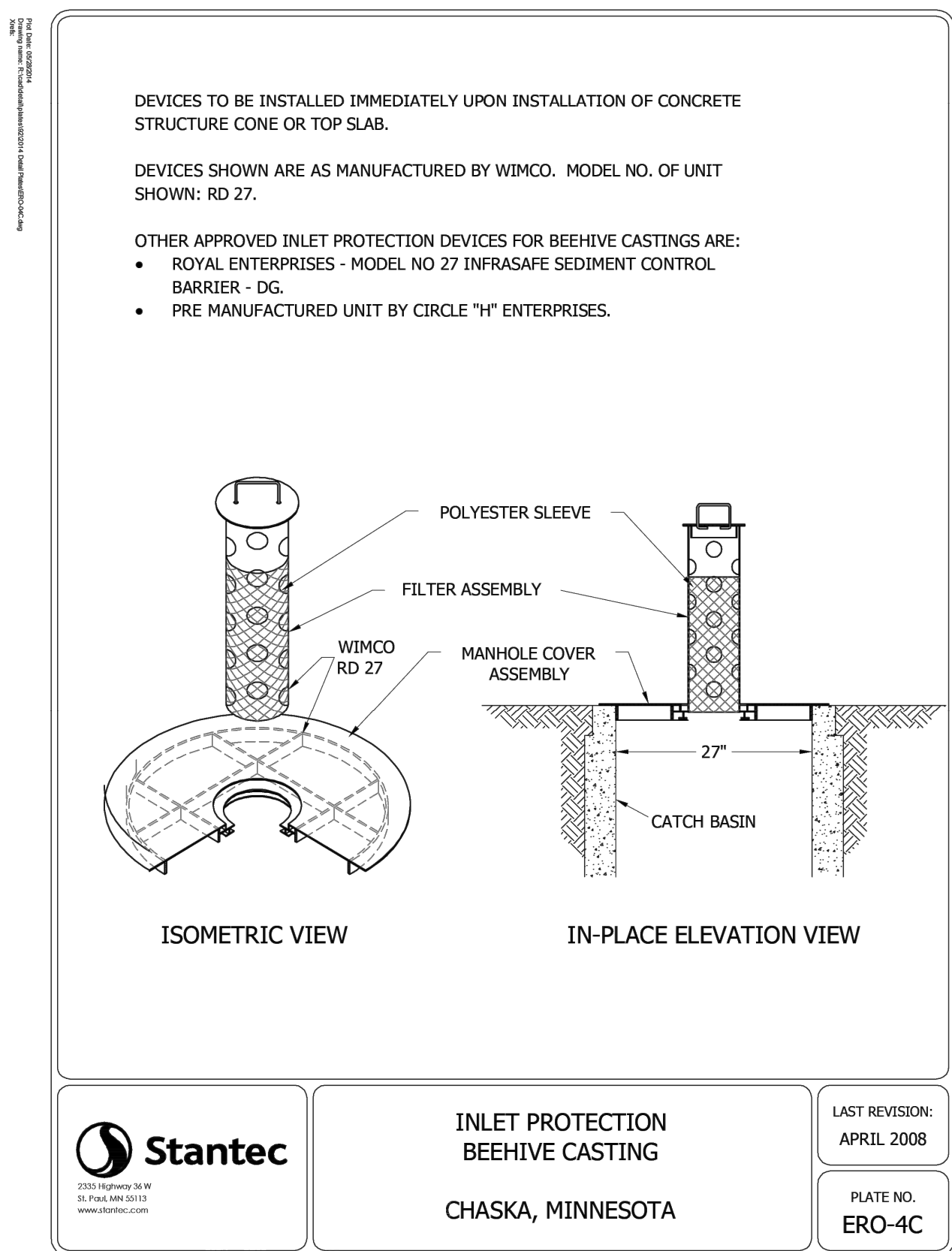
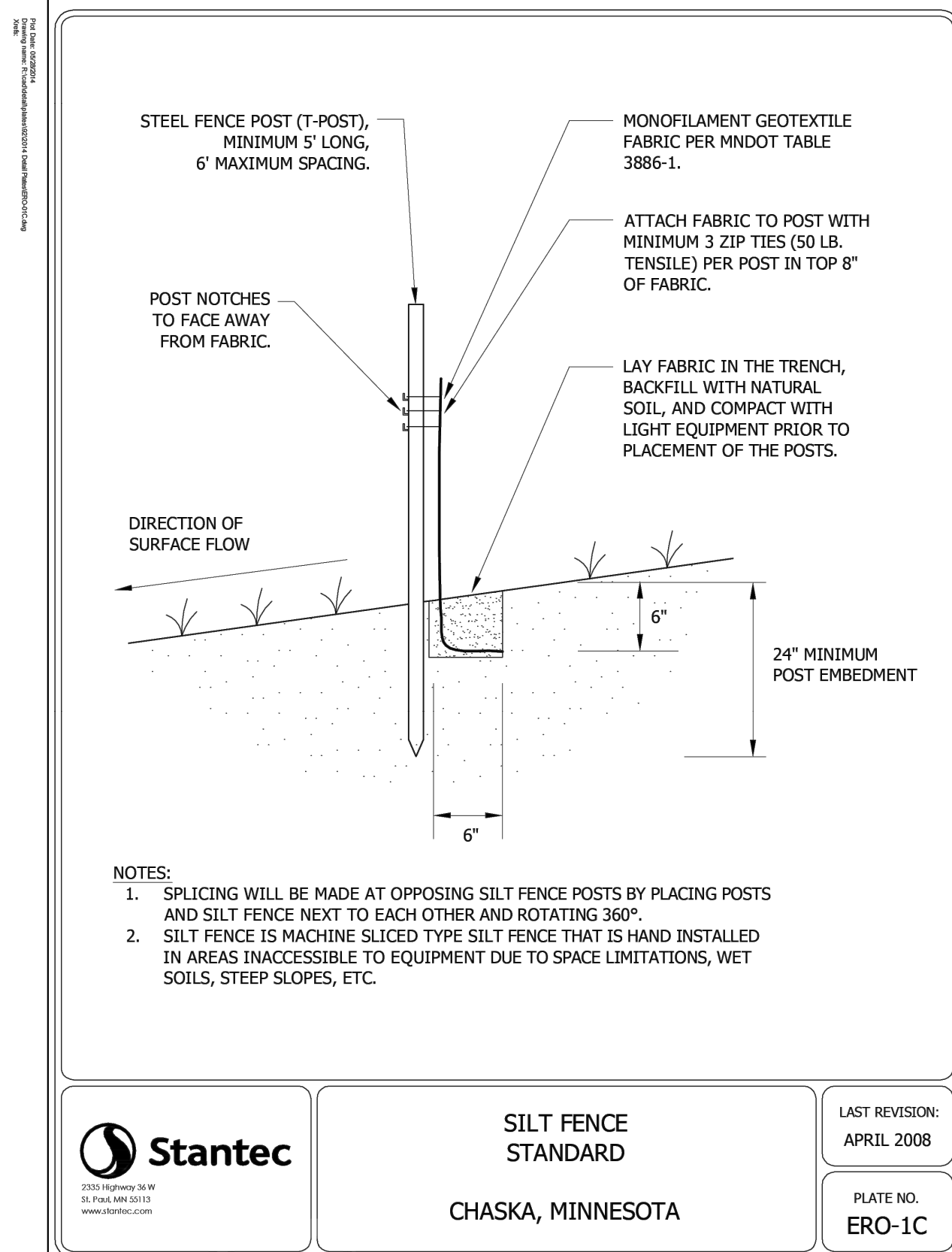
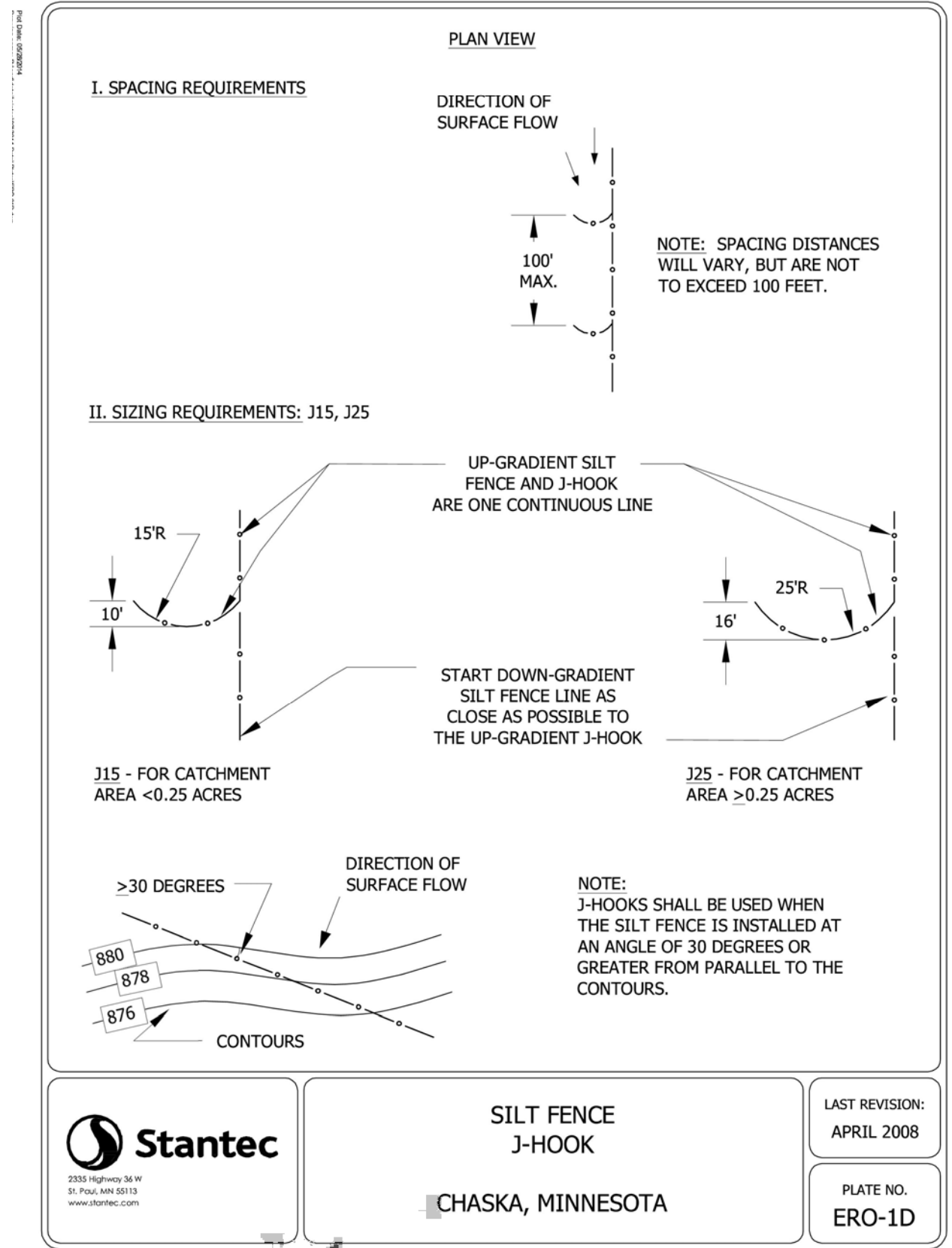
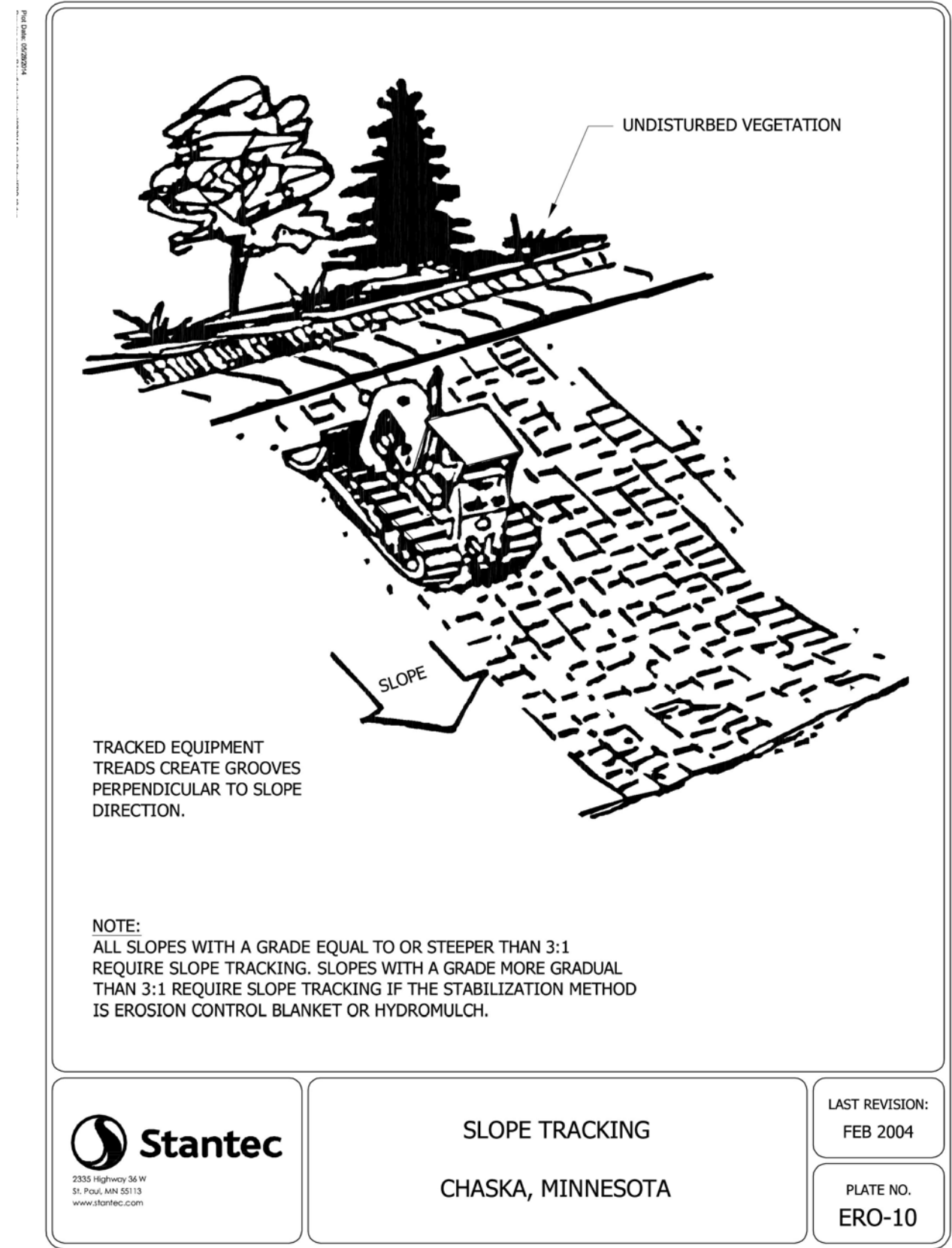
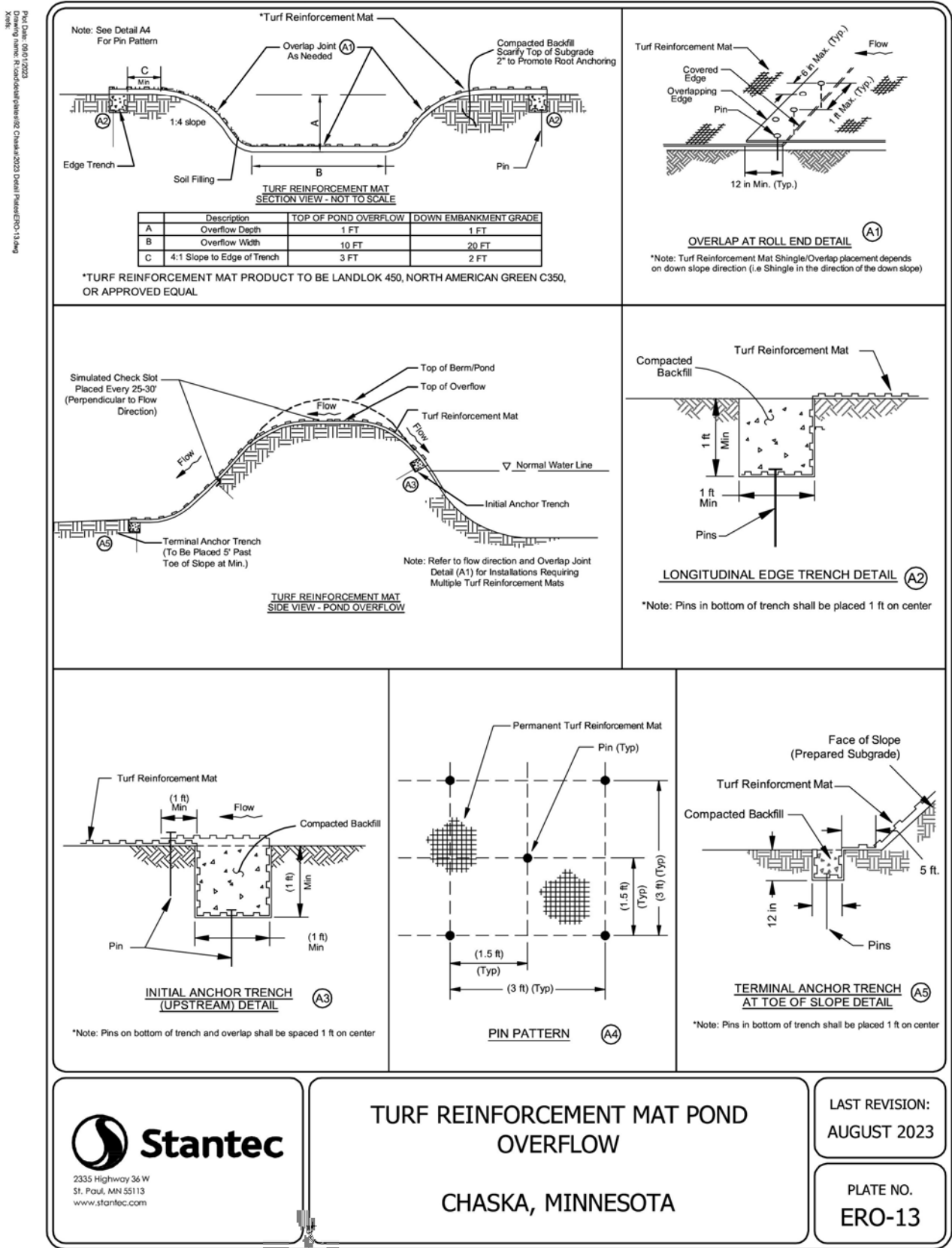
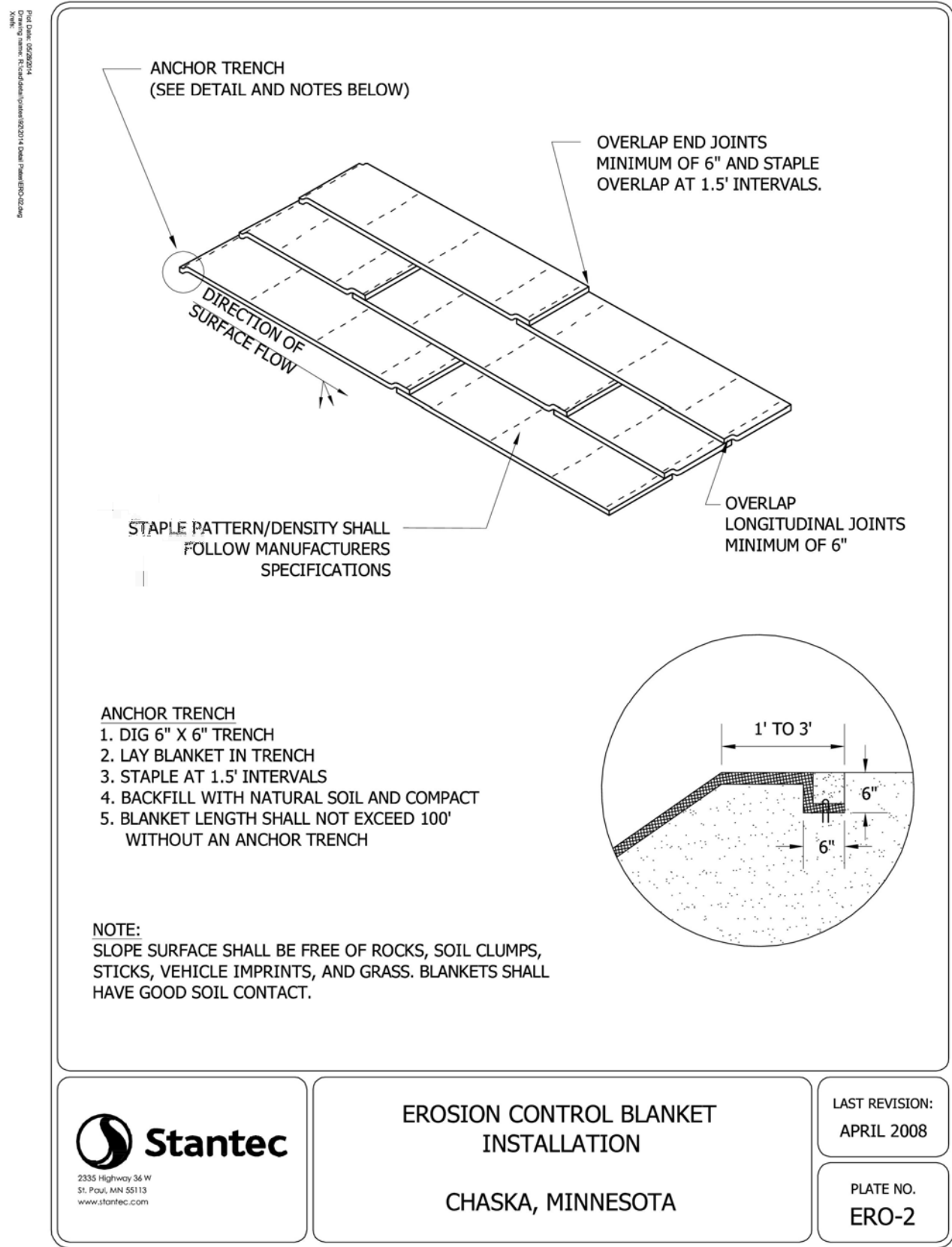
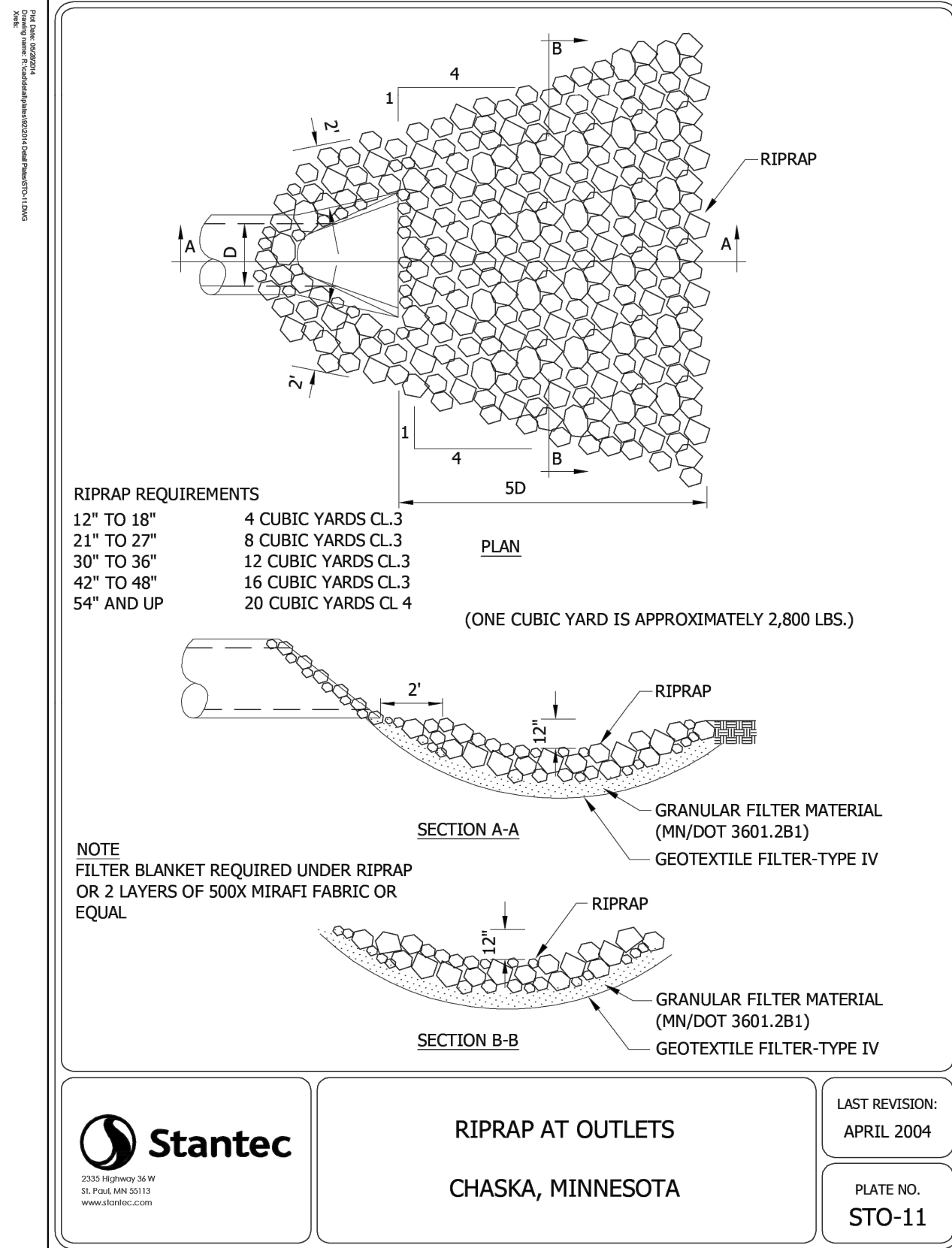
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DRAWING TITLE

CIVIL
**EROSION AND SEDIMENT
CONTROL PLAN - PHASE 2**

DRAWING NUMBER

C21-02



ISSUED FOR BID - NOT FOR CONSTRUCTION

CIVIL ENGINEER

Kimley»Horn

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PHONE: 612-315-1272
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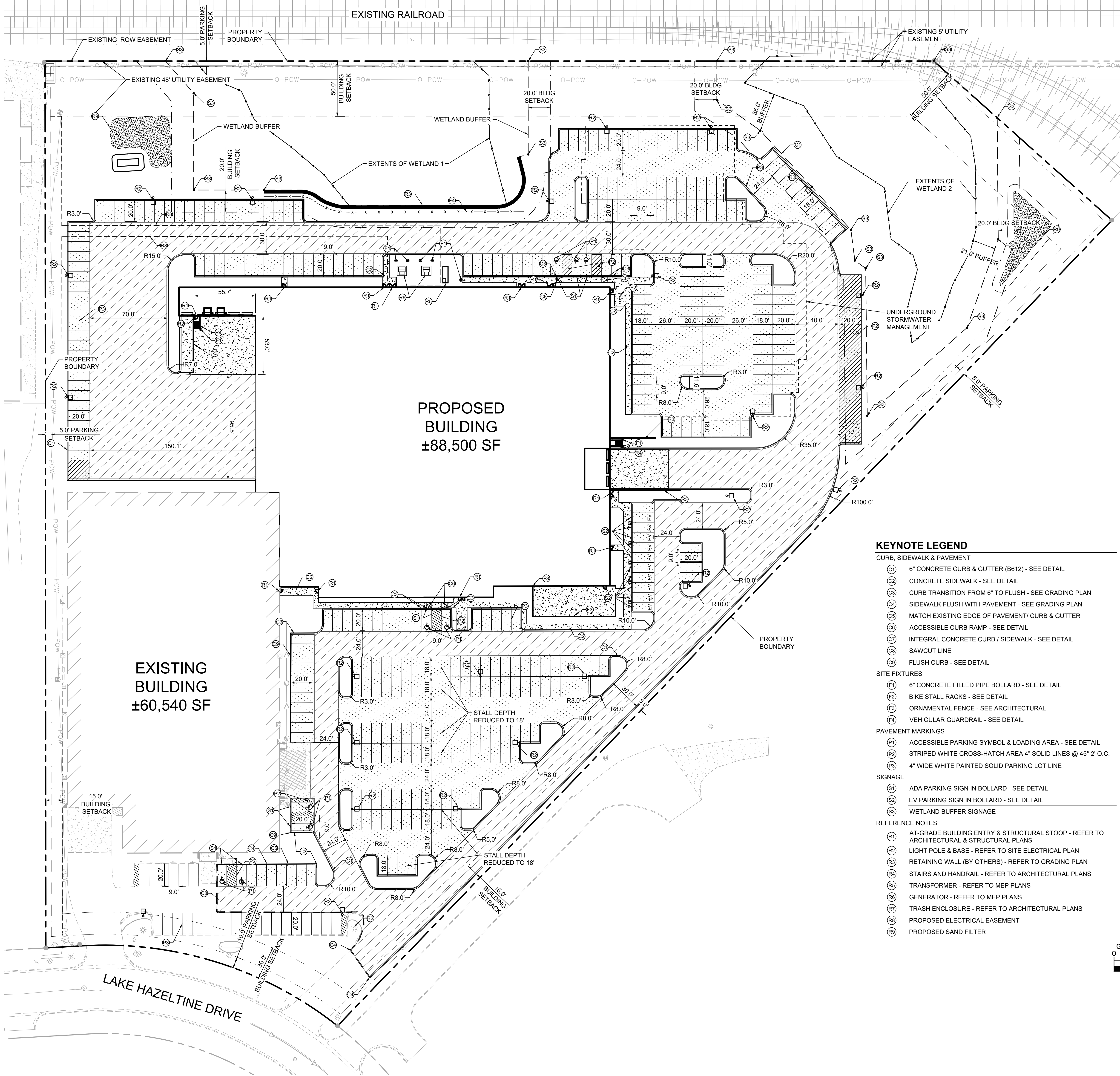
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DRAWING TITLE

CIVIL
EROSION AND SEDIMENT
CONTROL DETAILS

DRAWING NUMBER

C23-01



LEGEND	
	PROPERTY LINE
	SETBACK LINE
	DRAINAGE AND UTILITY EASEMENT
	RETAINING WALL
	PROPOSED CURB AND GUTTER
	PROPOSED SAND FILTER
	PROPOSED HEAVY DUTY ASPHALT
	PROPOSED STANDARD DUTY ASPHALT
	PROPOSED CONCRETE PAVEMENT
	SAWCUT LINE
	WETLAND LINE
	WETLAND BUFFER
	UNDERGROUND STORMWATER MANAGEMENT

PROPERTY SUMMARY	
TOTAL PROPERTY AREA	±12.90 AC / ±561,924 SF
DISTURBED AREA	±9.27 AC / ±403,801 SF
EXISTING IMPERVIOUS AREA	±3.74 AC / ±162,914 SF
EXISTING PERVIOUS AREA	±9.16 AC / ±399,010 SF
PROPOSED IMPERVIOUS AREA	±8.77 AC / ±382,021 SF
PROPOSED PERVIOUS AREA	±4.13 AC / ±179,903 SF
NET INCREASE IN IMPERVIOUS AREA	±5.03 AC / ±219,107 SF
AREA OF WETLAND IMPACT	±0.36 AC / ±15,700 SF

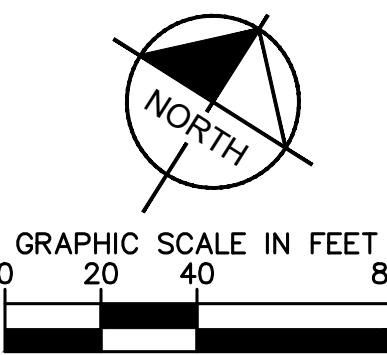
SITE DATA	
EXISTING ZONING	PMD (PLANNED MULTI-USE DEVELOPMENT)
PROPOSED LAND USE	INDUSTRIAL
PARKING SETBACKS	SIDE/REAR = 5' RIGHT OF WAY = 10'
BUILDING SETBACKS	FRONT = 30' SIDE = 15' REAR = 15' FROM RAILROAD = 50'

BUILDING DATA			
	EXISTING	PROPOSED	TOTAL
BUILDING FOOTPRINT	60,540	88,500	149,040
GROSS FLOOR AREA	60,540	148,770	209,310
BUILDING FOOTPRINT COVERAGE	10.77%	26.47%	--
FLOOR AREA RATIO (FAR)	10.77%	37.24%	--
MAXIMUM BUILDING HEIGHT PROPOSED	16'-0"	35'-6"	--
MAXIMUM BUILDING HEIGHT ALLOWED		150'-0"	

PARKING SUMMARY	
REQUIRED PARKING	
OFFICE (49,446 / 250 SF)	198 SPACES
MANUFACTURING (106,232 / 350 SF)	304 SPACES
WAREHOUSE (51,446 / 2,000 SF)	26 SPACES
TOTAL SPACES REQUIRED	528 SPACES
TOTAL PROPOSED PARKING	401 SPACES
REQUIRED ACCESSIBLE PARKING	9 SPACES
PROPOSED ACCESSIBLE PARKING	9 SPACES
PROOF OF PARKING SHOWN ON SEPARATE EXHIBIT	

SITE PLAN NOTES

- REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOPS, TRUCK DOCKS, TRASH ENCLOSURES & PRECISE BUILDING DIMENSIONS. REFER TO THE SITE ELECTRICAL PLAN FOR LOCATIONS OF PROPOSED LIGHT POLES, CONDUITS, AND ELECTRICAL EQUIPMENT.
- REFER TO CERTIFIED SITE SURVEY OR PLAT FOR EXACT LOCATION OF EXISTING EASEMENTS, PROPERTY BOUNDARY DIMENSIONS, AND ADJACENT RIGHT-OF-WAY & PARCEL INFORMATION.
- DIMENSIONS AND RADII ARE DRAWN TO THE FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT, AND AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- UNLESS OTHERWISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING EXISTING SITE IMPROVEMENTS THAT CONFLICT WITH THE PROPOSED WORK, INCLUDING BUT NOT LIMITED TO TRAFFIC SIGNS, LIGHT POLES, ABOVEGROUND UTILITIES, ETC. PERFORM WORK IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS. COST SHALL BE INCLUDED IN BASE BID.
- TYPICAL PARKING STALL DIMENSIONS SHALL BE 9'-0" FEET IN WIDTH AND 20'-0" IN LENGTH UNLESS OTHERWISE INDICATED.
- MONUMENT SIGN(S) ARE DETAILED ON THE ARCHITECTURAL PLANS AND ARE SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIGN DIMENSIONS, LOCATION AND REQUIRED PERMITS WITH THE OWNER.



KEYNOTE LEGEND

- CURB, SIDEWALK & PAVEMENT
- (C1) 6" CONCRETE CURB & GUTTER (B612) - SEE DETAIL
 - (C2) CONCRETE SIDEWALK - SEE DETAIL
 - (C3) CURB TRANSITION FROM 6" TO FLUSH - SEE GRADING PLAN
 - (C4) SIDEWALK FLUSH WITH PAVEMENT - SEE GRADING PLAN
 - (C5) MATCH EXISTING EDGE OF PAVEMENT/ CURB & GUTTER
 - (C6) ACCESSIBLE CURB RAMP - SEE DETAIL
 - (C7) INTEGRAL CONCRETE CURB / SIDEWALK - SEE DETAIL
 - (C8) SAWCUT LINE
 - (C9) FLUSH CURB - SEE DETAIL
- SITE FIXTURES
- (F1) 6" CONCRETE FILLED PIPE BOLLARD - SEE DETAIL
 - (F2) BIKE STALL RACKS - SEE DETAIL
 - (F3) ORNAMENTAL FENCE - SEE ARCHITECTURAL
 - (F4) VEHICULAR GUARDRAIL - SEE DETAIL

PAVEMENT MARKINGS

- (P1) ACCESSIBLE PARKING SYMBOL & LOADING AREA - SEE DETAIL
- (P2) STRIPED WHITE CROSS-HATCH AREA 4" SOLID LINES @ 45° 2' O.C.
- (P3) 4" WIDE WHITE PAINTED SOLID PARKING LOT LINE

SIGNAGE

- (S1) ADA PARKING SIGN IN BOLLARD - SEE DETAIL
- (S2) EV PARKING SIGN IN BOLLARD - SEE DETAIL
- (S3) WETLAND BUFFER SIGNAGE

REFERENCE NOTES

- (R1) AT-GRADE BUILDING ENTRY & STRUCTURAL STOOP - REFER TO ARCHITECTURAL & STRUCTURAL PLANS
- (R2) LIGHT POLE & BASE - REFER TO SITE ELECTRICAL PLAN
- (R3) RETAINING WALL (BY OTHERS) - REFER TO GRADING PLAN
- (R4) STAIRS AND HANDRAIL - REFER TO ARCHITECTURAL PLANS
- (R5) TRANSFORMER - REFER TO MEP PLANS
- (R6) GENERATOR - REFER TO MEP PLANS
- (R7) TRASH ENCLOSURE - REFER TO ARCHITECTURAL PLANS
- (R8) PROPOSED ELECTRICAL EASEMENT
- (R9) PROPOSED SAND FILTER

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CIVIL ENGINEER

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PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR COWMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS

LICENSEE

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DAVID R. MOOROW
DATE: 04-29-2025 MIN. LIC. NO. 47176

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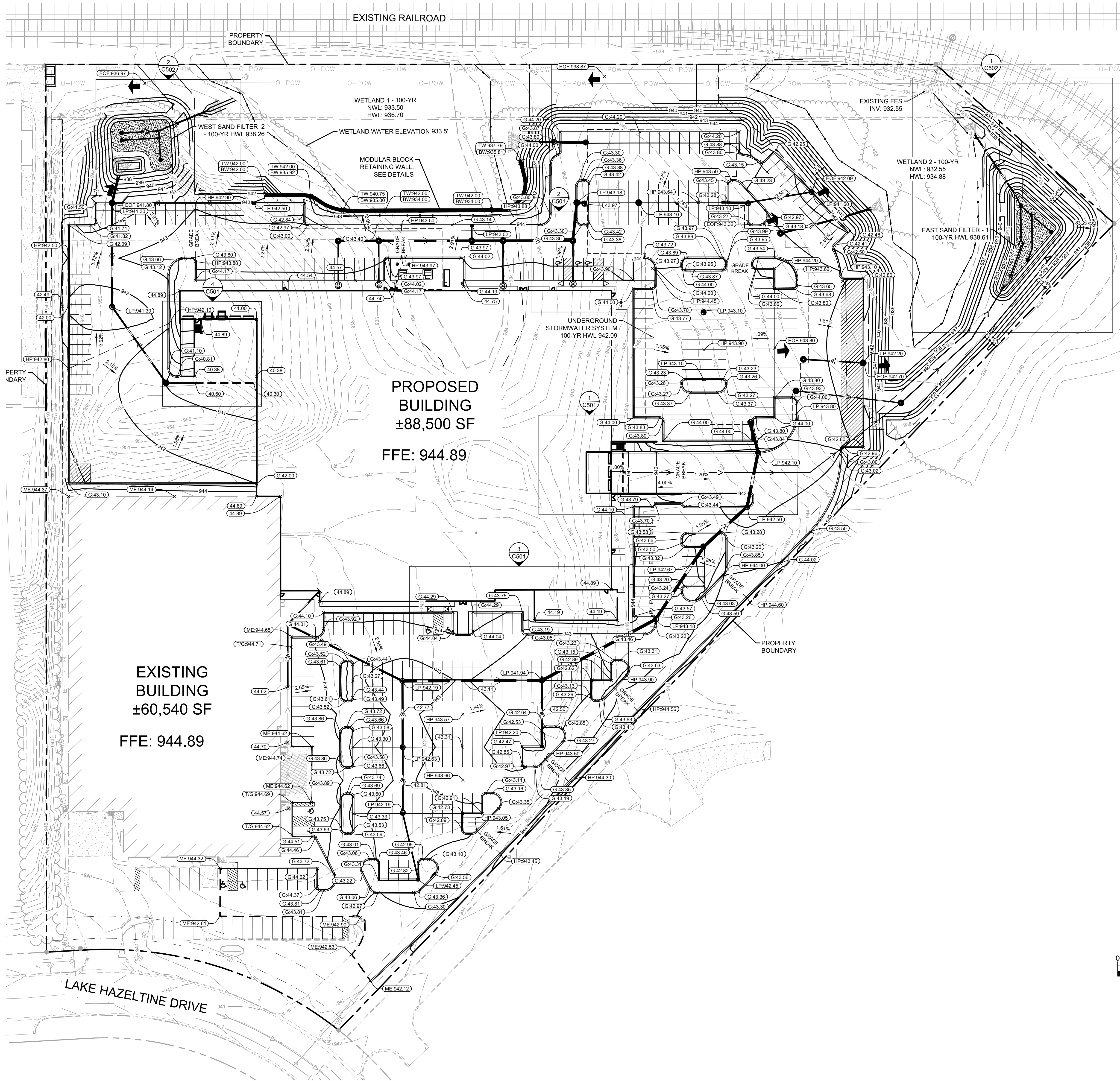
PROJ. NO.	240396	DESIGNED BY:	KLSC
SCALE:	AS SHOWN	CHECKED BY:	CGM
SHEET SIZE:	30x42	APPROVED BY:	DRM

DRAWING TITLE

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SITE DIMENSION PLAN

DRAWING NUMBER

C31-01



LEGEND

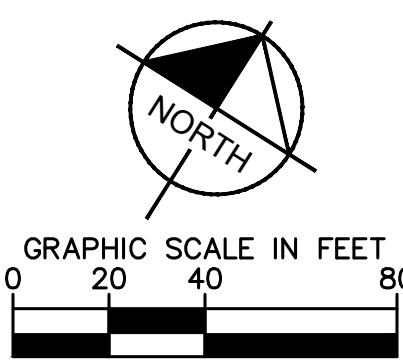
- PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RIDGE LINE
- PROPOSED SWALE
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLEANOUT
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- PROPOSED RIPRAP
- PROPOSED STORM SEWER
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- PROPOSED LOW POINT ELEVATION
- PROPOSED GUTTER ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED FLUSH PAVEMENT ELEVATION
- MATCH EXISTING ELEVATION
- PROPOSED EMERGENCY OVERFLOW ELEVATION
- PROPOSED TOP/BOTTOM OF WALL ELEVATION
- PROPOSED DRAINAGE DIRECTION

GRADING PLAN NOTES

- PERFORM GRADING WORK IN ACCORDANCE WITH APPLICABLE CITY SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
- CONTACT STATE 811 CALL BEFORE YOU DO LOCATING SERVICE AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION FOR UNDERGROUND UTILITY LOCATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
- FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO THE START OF LAND DISTURBING ACTIVITIES. NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS IMPACTING THE PROPOSED DESIGN OF THE PROJECT.
- IN PAVED AREAS, ROUGH GRADE TO SUBGRADE ELEVATION AND LEAVE THE SITE READY FOR SUB-BASE.
- SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF EXISTING PAVEMENT.
- ELEVATIONS SHOWN REPRESENT FINISHED SURFACE GRADES. SPOT ELEVATIONS ALONG CURB & GUTTER REPRESENT THE FLOW LINE UNLESS OTHERWISE NOTED.
- EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE CONSTRUCTION SITE.
- CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES THAT PROVIDE POSITIVE DRAINAGE TO COLLECTION POINTS. MAINTAIN A MINIMUM SLOPE OF 1.25% IN ASPHALT PAVEMENT AREAS AND A MINIMUM SLOPE OF 0.50% IN CONCRETE PAVEMENT AREAS.
- MAINTAIN A MINIMUM SLOPE OF 0.50% ALONG CURB & GUTTER. REVIEW PAVEMENT GRADIENT AND CONSTRUCT "INFALL" CURB WHERE PAVEMENT DRAINS TOWARD THE GUTTER, AND "OUTFALL" CURB WHERE PAVEMENT DRAINS AWAY FROM THE GUTTER.
- INSTALL A MINIMUM OF 4-INCHES OF AGGREGATE BASE MATERIAL UNDER PROPOSED CONCRETE CURB & GUTTER, SIDEWALKS, AND TRAILS UNLESS OTHERWISE DETAILED.
- GRADING FOR SIDEWALKS AND ACCESSIBLE ROUTES, INCLUDING CROSSING DRIVEWAYS, SHALL CONFORM TO CURRENT STATE & NATIONAL ADA STANDARDS:
 - ACCESSIBLE RAMP SLOPES SHALL NOT EXCEED 8.3% (1:12).
 - SIDEWALK CROSS-SLOPES SHALL NOT EXCEED 2.0%.
 - LONGITUDINAL SIDEWALK SLOPES SHALL NOT EXCEED 5.0%.
 - ACCESSIBLE PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2.0% IN ANY DIRECTION. A MAXIMUM SLOPE OF 1.50% IS PREFERRED.
- SIDEWALK ACCESS TO EXTERNAL BUILDING DOORS AND GATES SHALL BE ADA COMPLIANT. NOTIFY ENGINEER IMMEDIATELY IF ADA CRITERIA CANNOT BE MET IN ANY LOCATION PRIOR TO PAVEMENT INSTALLATION. CHANGE ORDERS WILL NOT BE ACCEPTED FOR ADA COMPLIANCE ISSUES.
- UPON COMPLETION OF LAND DISTURBING ACTIVITIES, RESTORE ADJACENT OFFSITE AREAS DISTURBED BY CONSTRUCTION TO MATCH OR EXCEED THE ORIGINAL CONDITION. LANDSCAPE AREAS SHALL BE RE-VEGETATED WITH A MINIMUM OF 6-INCHES OF TOPSOIL.
- EXCAVATE DRAINAGE TRENCHES TO FOLLOW PROPOSED STORM SEWER ALIGNMENTS. REFER TO THE UTILITY PLANS FOR LAYOUT AND ELEVATIONS FOR PROPOSED SANITARY SEWER, WATER MAIN, AND OTHER BUILDING UTILITY SERVICE CONNECTIONS.

RETAINING WALL NOTES

- RETAINING WALLS SHALL BE DESIGNED BY OTHERS.
- PLANS SHOW THE HORIZONTAL LOCATION OF THE TOP OF THE WALL AND PROVIDES FINISHED SURFACE ELEVATIONS AT THE TOP AND BOTTOM FACE OF THE WALL ONLY.
- RETAINING WALL DESIGN PLANS SHALL BE CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER AND SUBMITTED TO THE REVIEWING AUTHORITY AND KIMLEY-HORN ENGINEER OF RECORD FOR APPROVAL.
- RETAINING WALL DESIGNER MUST ACCOUNT FOR DRAINAGE AROUND THE WALL AS SHOWN ON THE GRADING PLAN. SURFACE RUNOFF SHALL NOT BE ALLOWED TO DRAIN OVER THE TOP OF THE WALL.
- RETAINING WALL MATERIAL AND COLOR SHALL BE SELECTED BY THE OWNER.
- RETAINING WALL DESIGNER IS RESPONSIBLE FOR OBTAINING GEOTECHNICAL INFORMATION AS NEEDED FOR DESIGN OF THE PROPOSED WALL.



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CIVIL ENGINEER

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KANSAS CITY, MO 64116
PHONE: 916-880-9800
FAX: 916-880-9898

PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
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MN
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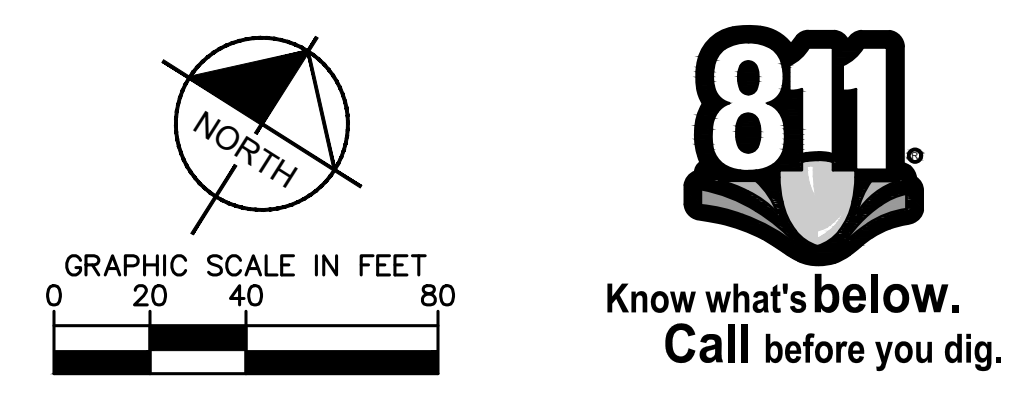
PROJ. NO.	240396	DESIGNED BY:	KLSC
SCALE:	AS SHOWN	CHECKED BY:	CGM
SHEET SIZE:	30x42	APPROVED BY:	DRM

DRAWING TITLE

CIVIL
GRADING AND DRAINAGE
PLAN

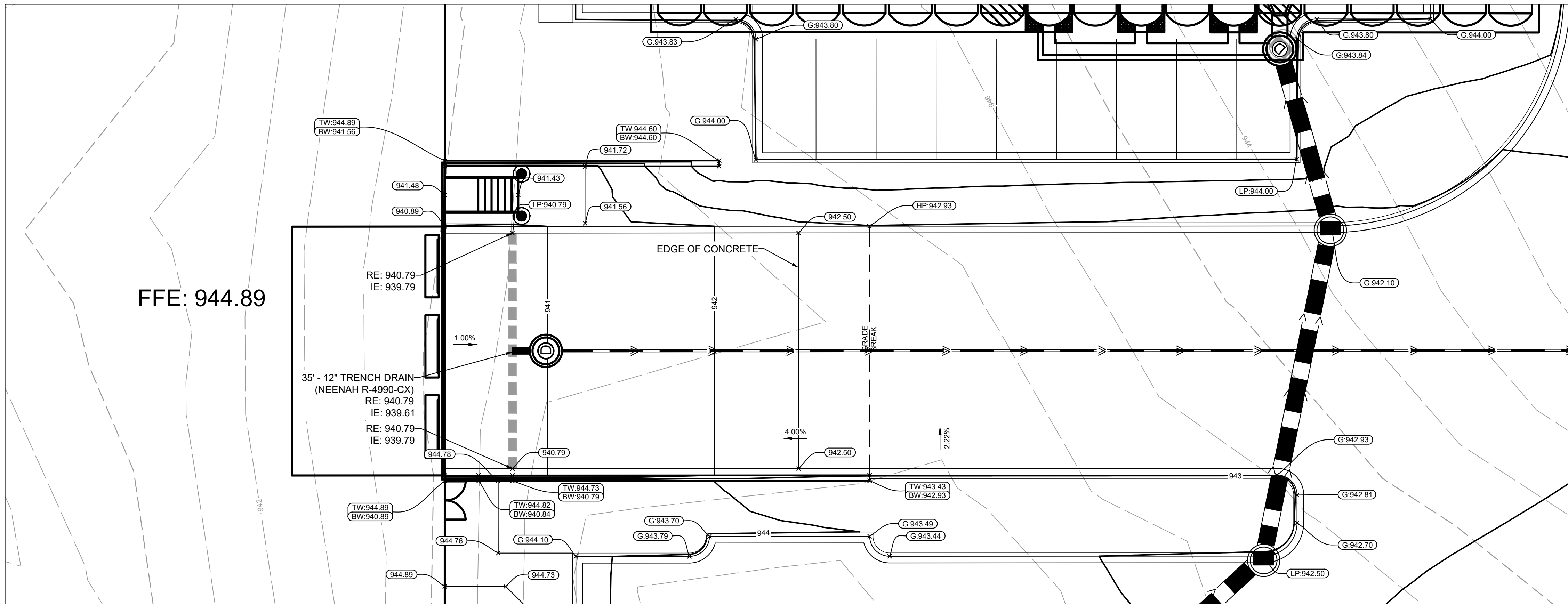
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C41-01

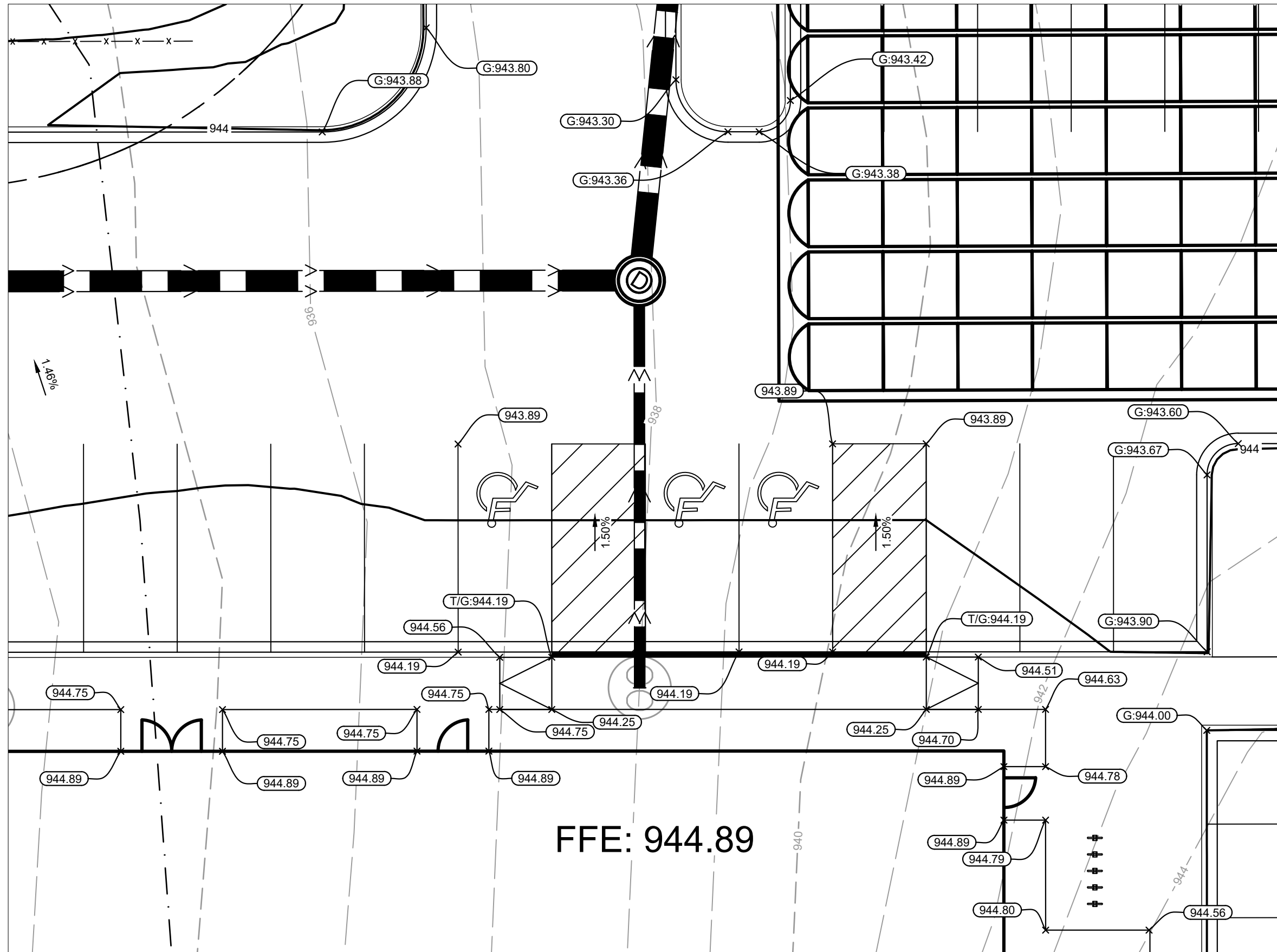


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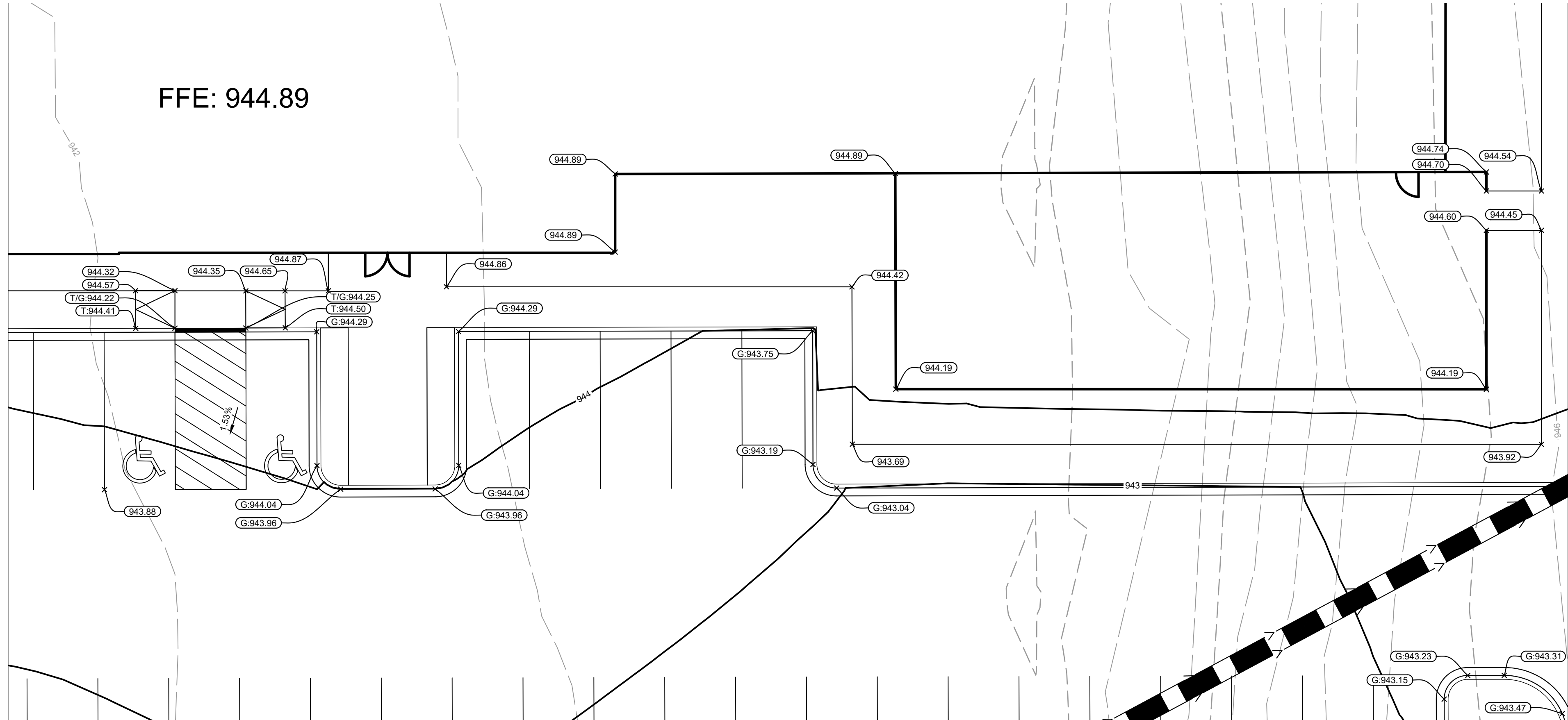
C41-02



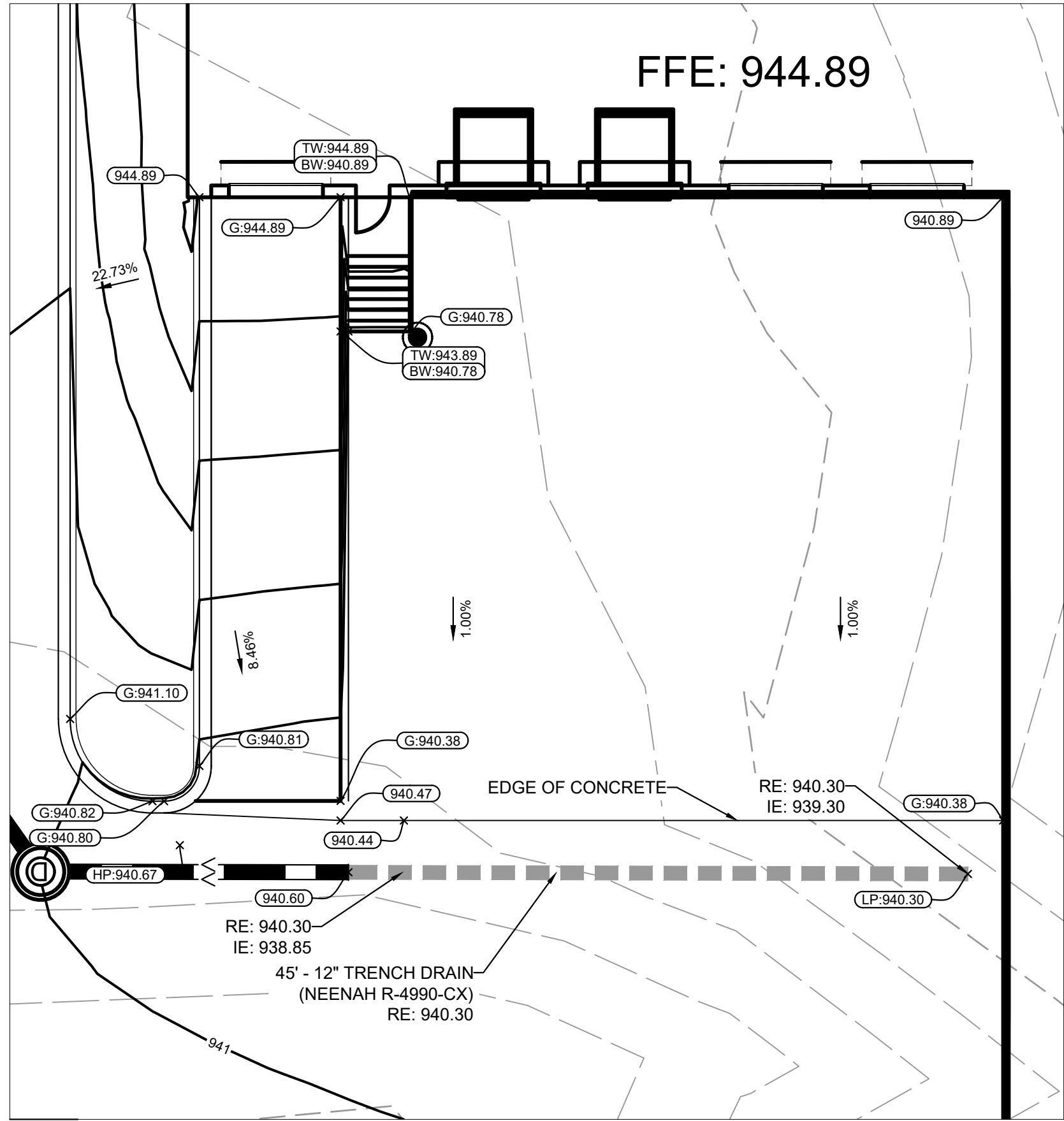
1 EAST LOADING DOCK
Scale: 1"=10'



3 NORTH ADA RAMPS
Scale: 1"=10'



4 SOUTH ADA RAMPS
Scale: 1"=10'



2 WEST LOADING DOCK
Scale: 1"=10'

- LEGEND**
- PROPERTY LINE
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - PROPOSED RIDGE LINE
 - PROPOSED SWALE
 - PROPOSED STORM MANHOLE (SOLID CASTING)
 - PROPOSED STORM MANHOLE (ROUND INLET CASTING)
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 - PROPOSED TOP/BOTTOM OF WALL ELEVATION
 - PROPOSED DRAINAGE DIRECTION



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CIVIL ENGINEER

Kimley»Horn

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CRB ARCHITECTS-ENGINEERS P.C.**

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PHONE: 816-880-9800
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PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
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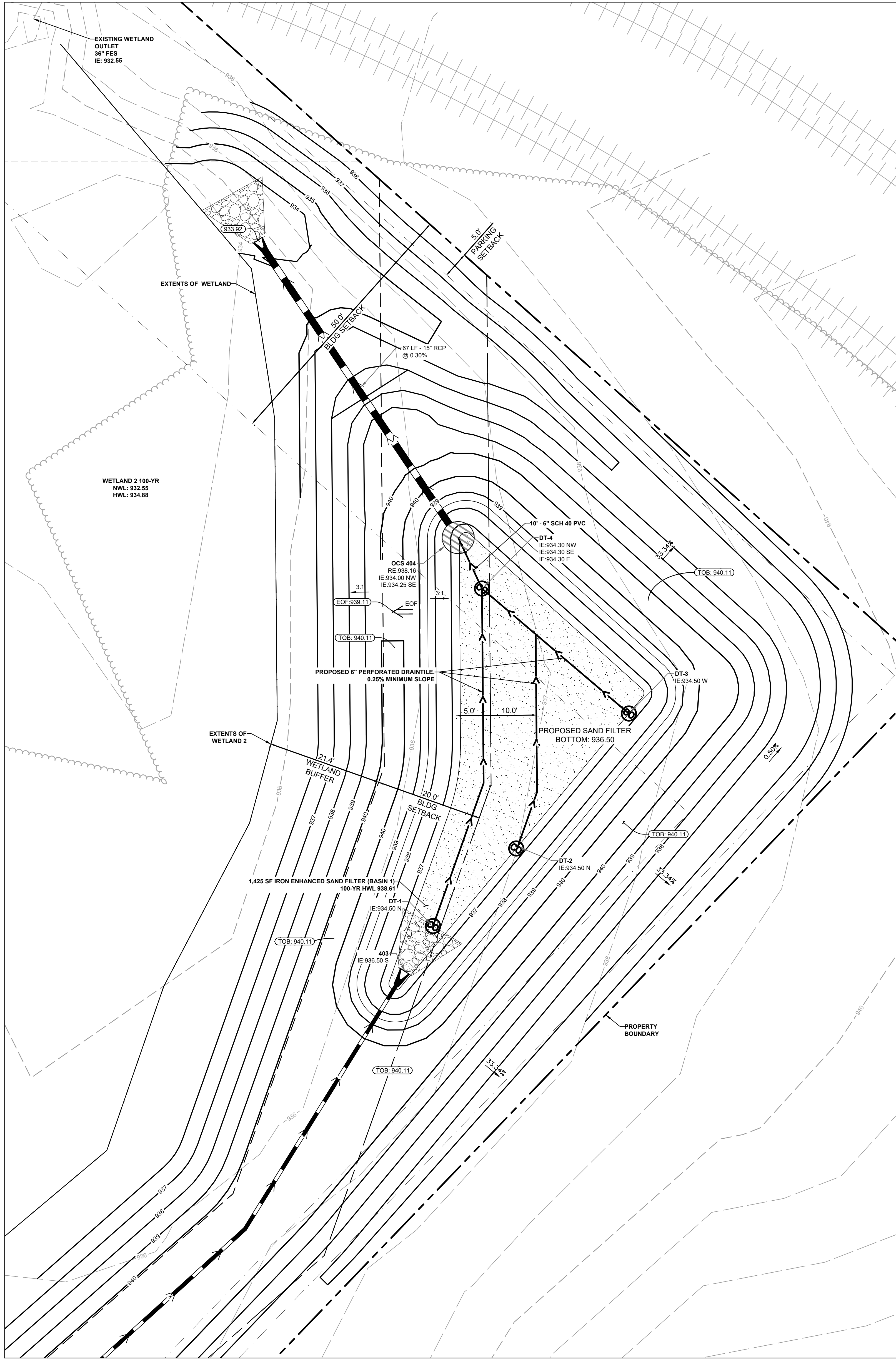
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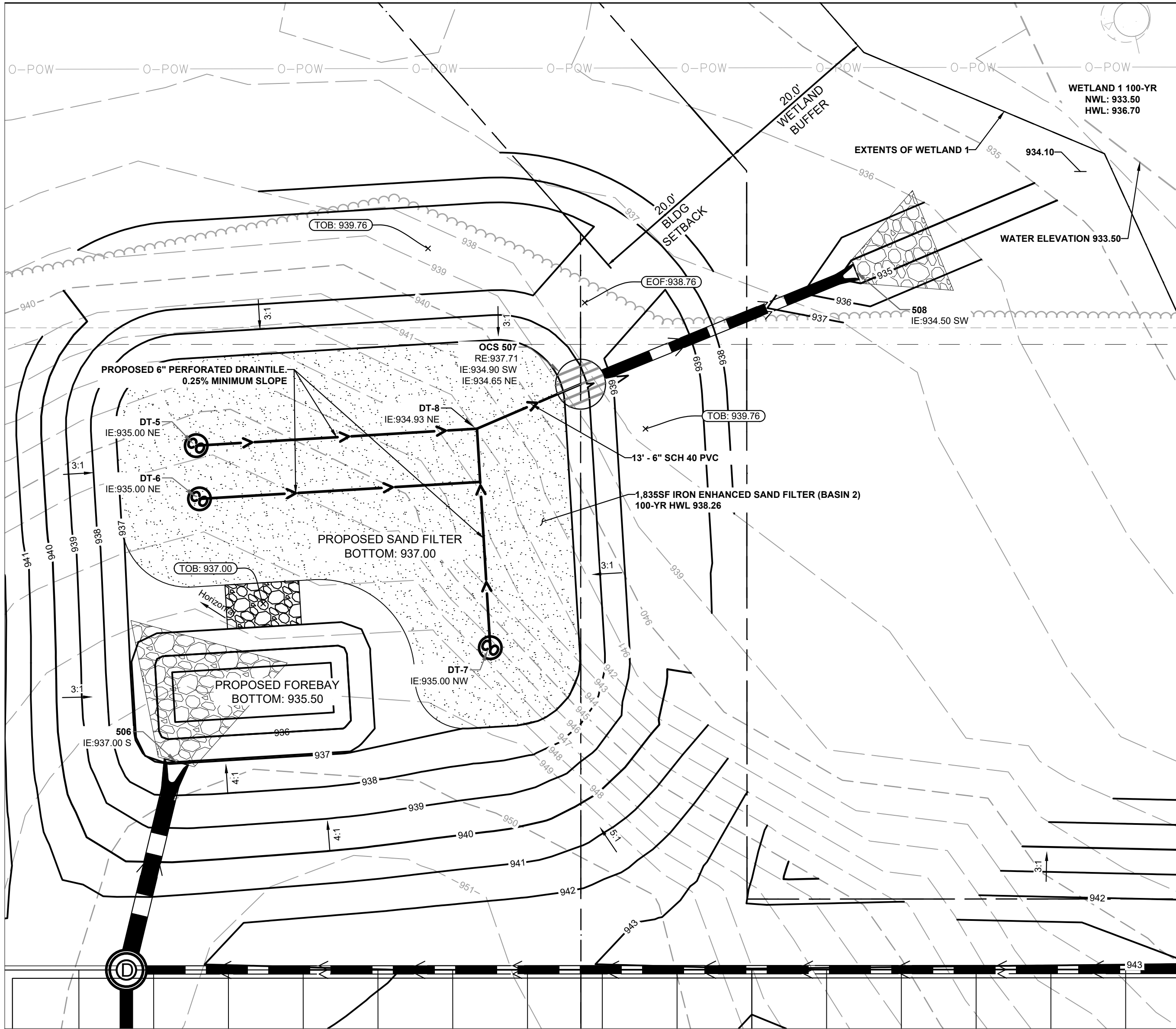
**CIVIL
GRADING PLAN
ENLARGEMENTS**

DRAWING NUMBER

C42-01



1 EAST IRON ENHANCED SAND FILTER 1
Scale: 1"=10'



2 WEST IRON ENHANCED SAND FILTER 2
Scale: 1"=10'

LEGEND	
	PROPERTY LINE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED RIDGE LINE
	PROPOSED SWALE
	PROPOSED STORM MANHOLE (SOLID CASTING)
	PROPOSED STORM MANHOLE (ROUND INLET CASTING)
	PROPOSED STORM MANHOLE/CATCH BASIN (CURB INLET CASTING)
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	PROPOSED GUTTER ELEVATION
	PROPOSED TOP OF CURB ELEVATION
	PROPOSED FLUSH PAVEMENT ELEVATION
	MATCH EXISTING ELEVATION
	PROPOSED EMERGENCY OVERFLOW ELEVATION
	PROPOSED TOP OF BERM ELEVATION
	PROPOSED TOP/BOTTOM OF WALL ELEVATION
	PROPOSED DRAINAGE DIRECTION
	PROPOSED RIPRAP SPILLWAY

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GRADING PLAN
ENLARGEMENTS

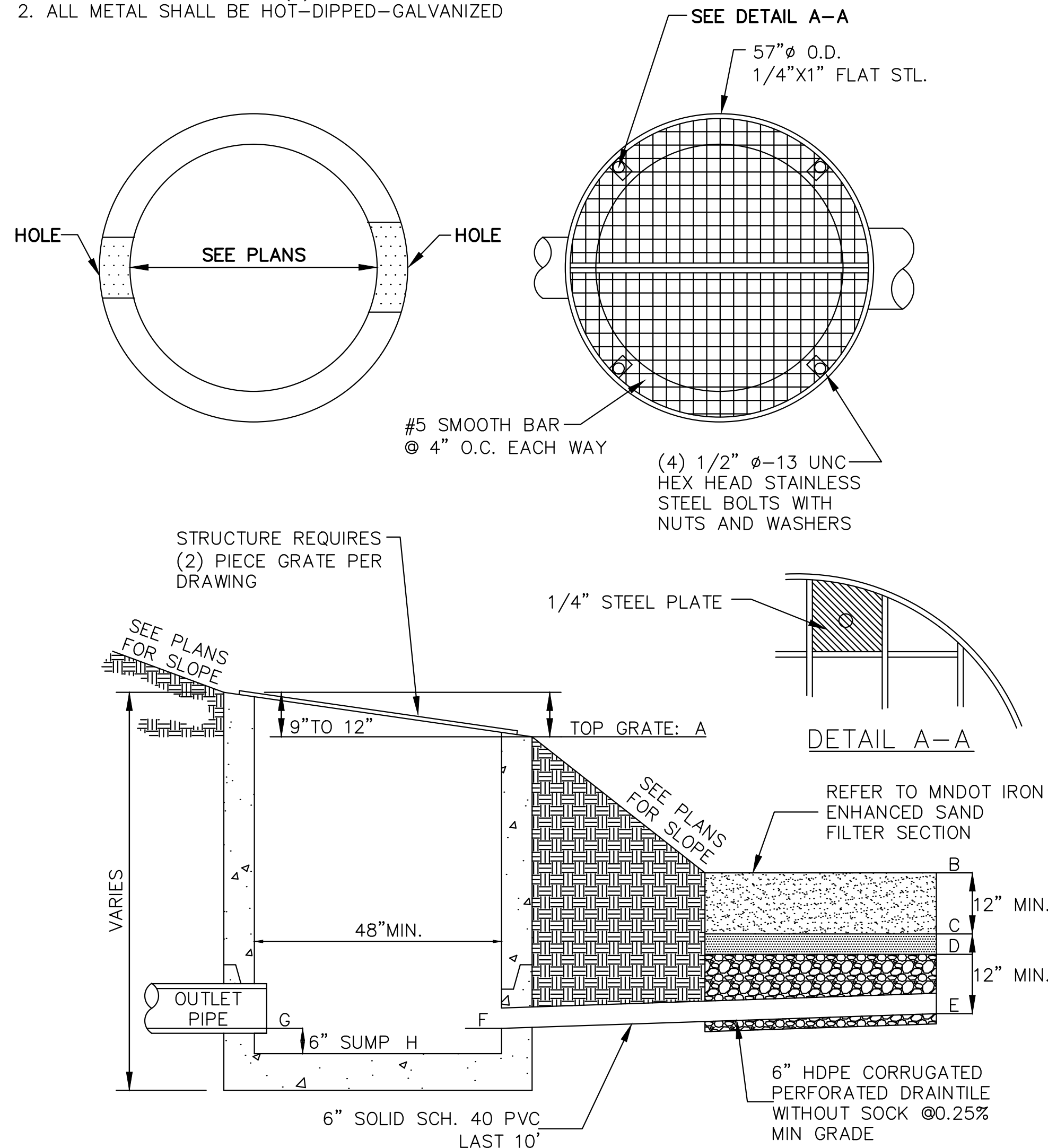
DRAWING NUMBER

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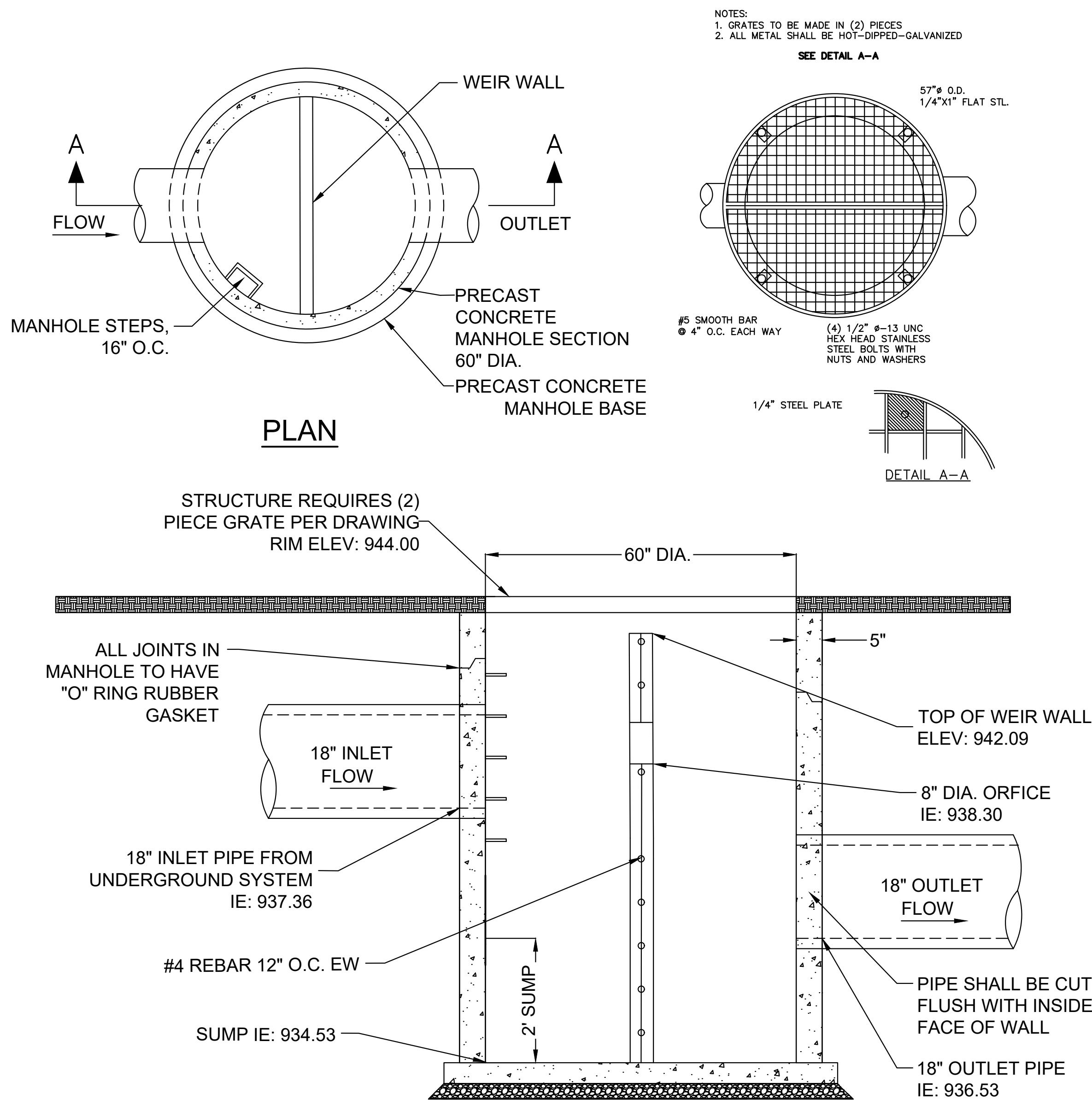
811
Know what's below.
Call before you dig.

- NOTES:
1. GRATES TO BE MADE IN (2) PIECES
2. ALL METAL SHALL BE HOT-DIPPED-GALVANIZED



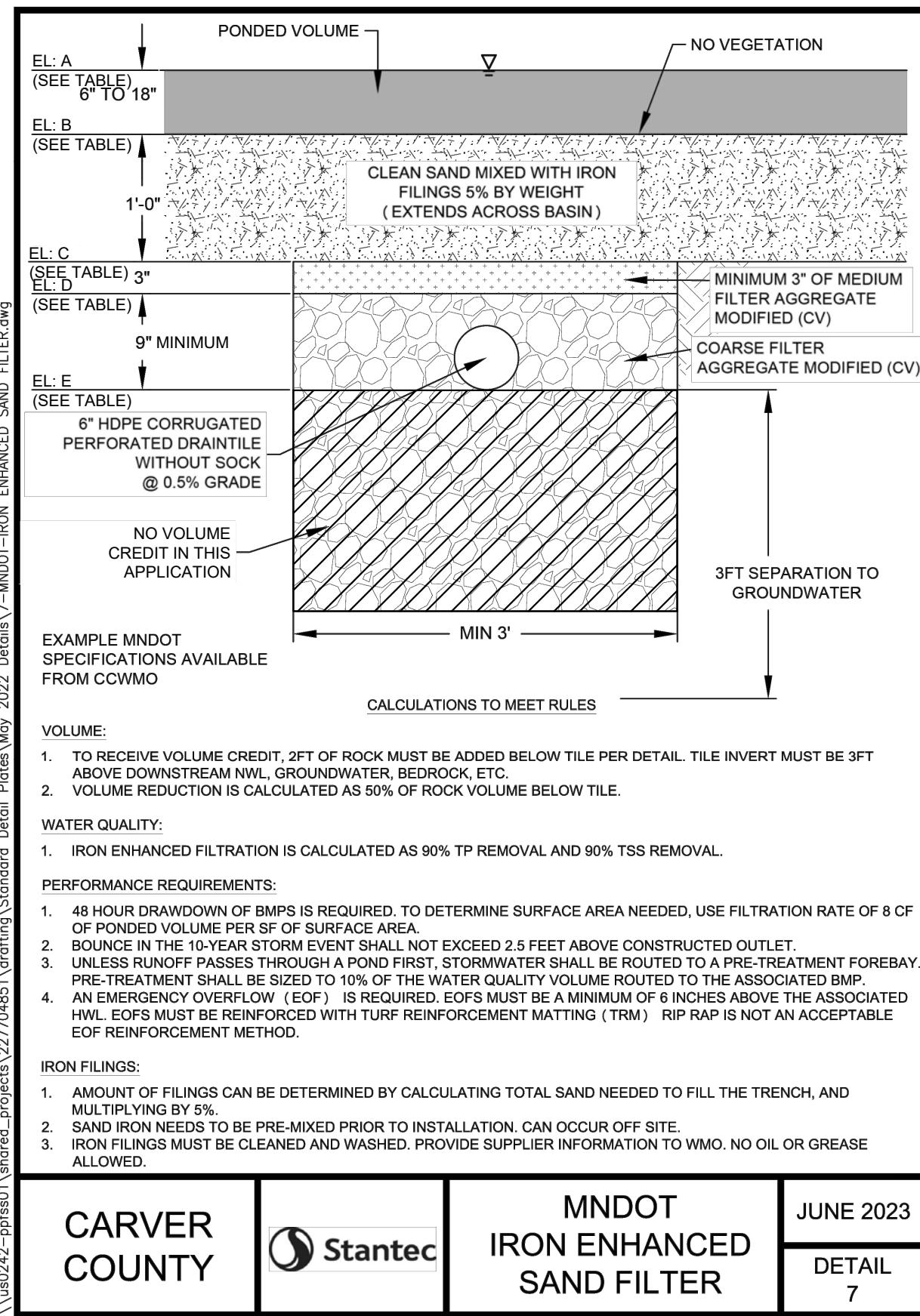
- NOTES:
1. STANDARD PIPE BEDDING REQUIRED ON BOTH INLET & OUTLET PIPES.
2. TIE THE LAST THREE JOINTS. USE TWO TIE BOLT FASTENERS PER JOINT.

1 BASIN 1 & 2 - OCS
NO SCALE

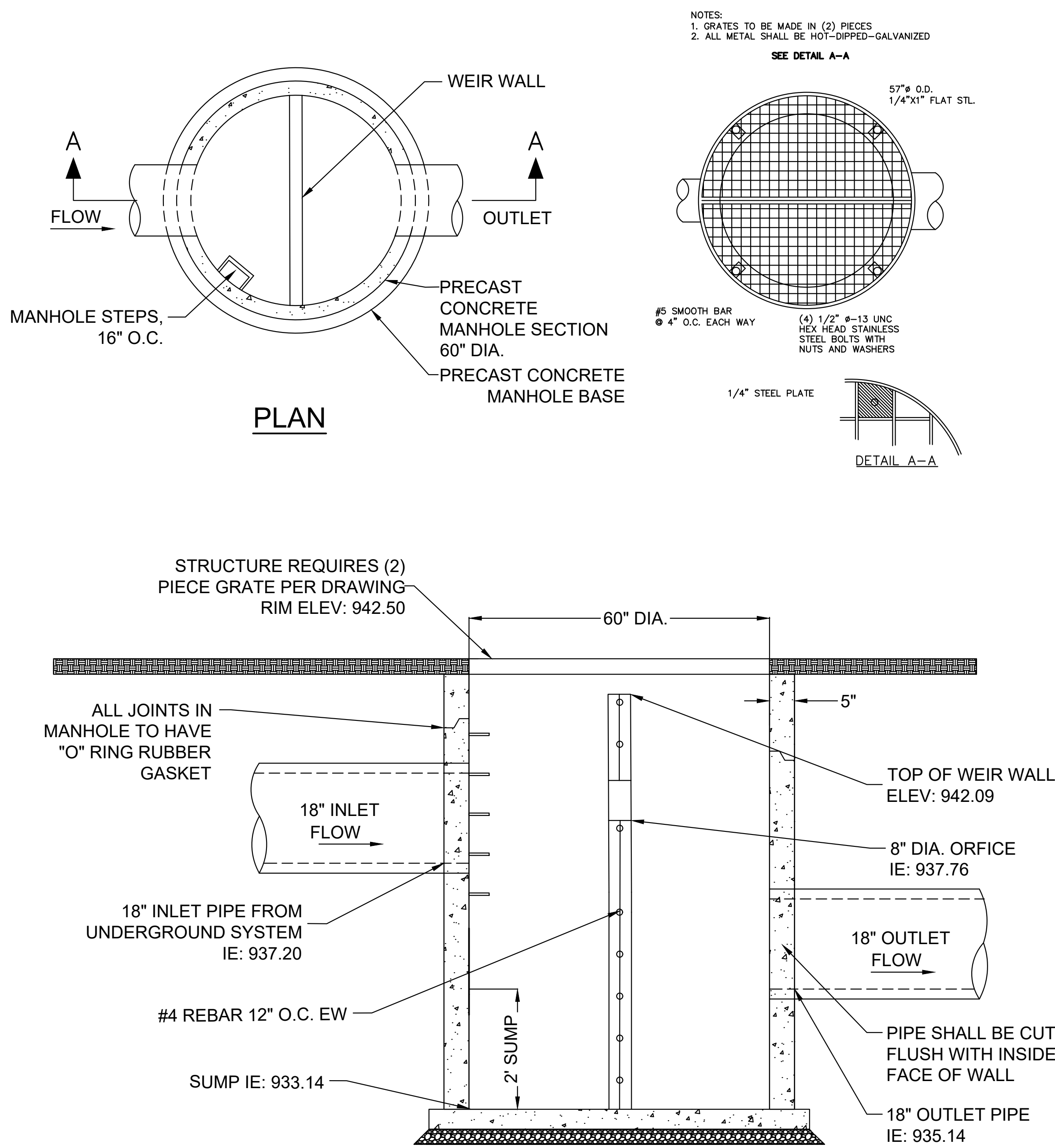


SECTION A-A

2 UNDERGROUND DETENTION - OCS 218
NO SCALE

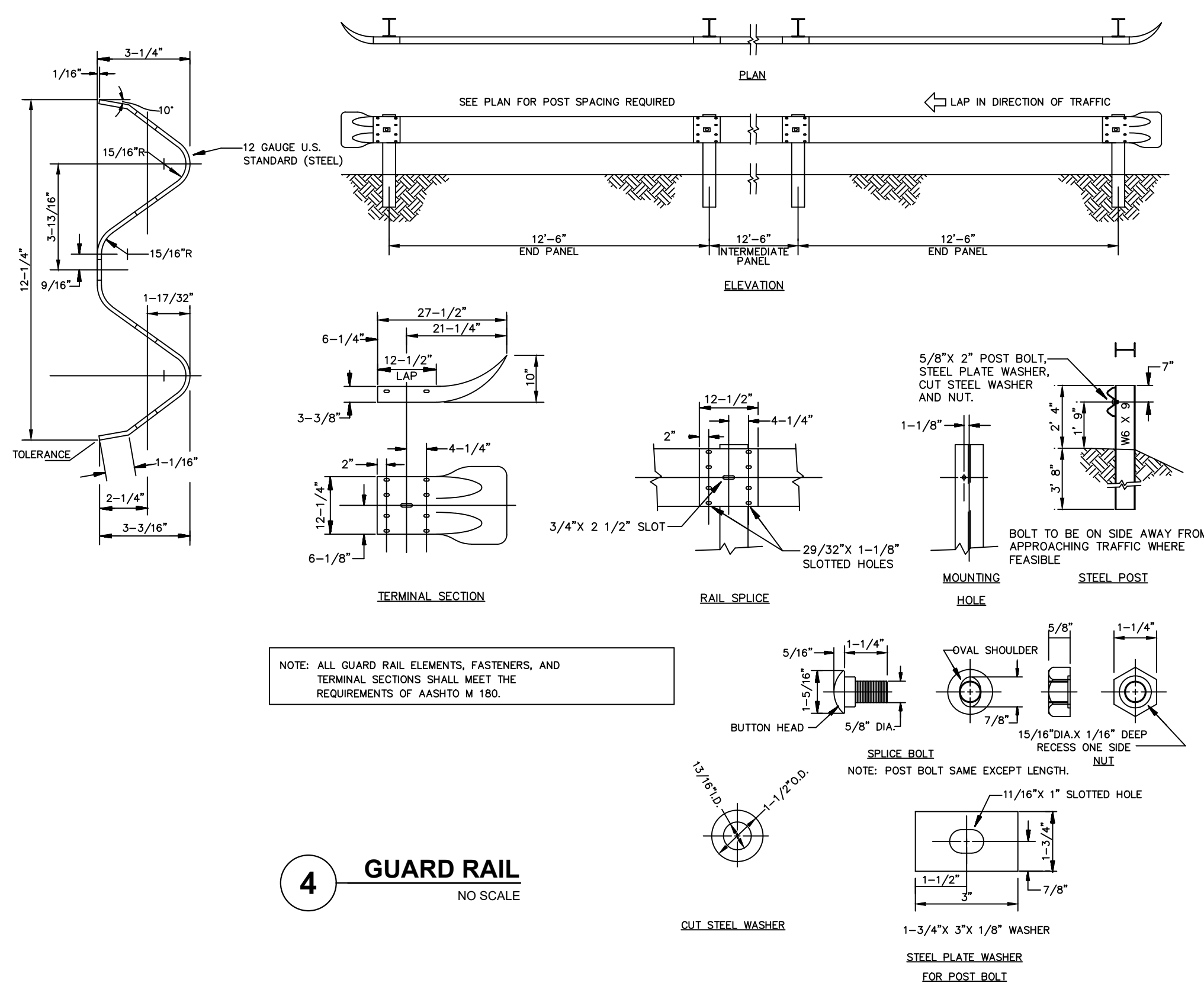


MNDOT IRON ENHANCED SAND FILTER DATA		
	EAST BASIN 1	WEST BASIN 2
A	938.16	937.71
B	936.50	937.00
C	935.50	936.00
D	935.25	935.75
E	934.50	935.00
F	934.25	934.90
G	934.00	934.65
H	933.50	934.15



3 UNDERGROUND DETENTION - OCS 302
NO SCALE

SECTION A-A



4 GUARD RAIL
NO SCALE

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DRAWING TITLE
**CIVIL
GRADING & STORM SEWER
DETAILS**

DRAWING NUMBER
C43-01

153.22'

147.08'

L
F
H
G
J
K

E
O
B
D
M
A
C
I
N

110.17'

112.17'

SEE SHEET C41-02
FOR MANIFOLD
SYSTEM CONNECTION

ISOLATOR ROW PLUS
(SEE DETAIL)

PLACE MINIMUM 17.50' OF AOSPLUS125 WOVEN GEOTEXTILE OVER BEDDING
STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL
CHAMBER INLET ROWS

BED LIMITS

NOTES

THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET

NOT FOR CONSTRUCTION: THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

4	4" PVC INSPECTION PORT DETAIL (MC SERIES CHAMBER)	5	MC-SERIES END CAP INSERTION DETAIL
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ACCEPTABLE FILL MATERIALS: STORMTECH MC-3500 CHAMBER SYSTEMS				
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE (B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <5% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER	AASHTO M45 ¹ A-1, A-2-4, A-3 OR AASHTO M43 ² 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 90% PROCTOR DENSITY FOR WELL-GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE	AASHTO M43 ³ 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE	AASHTO M43 ³ 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. ^{3,3}

1	MC-3500 CROSS SECTION DETAIL
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ADS.

4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

StormTech®
Chamber System

1-800-891-6710 | WWW.STORMTECH.COM

BECKMAN COULTER

CHASKA, MN, USA

DRAWN: MA DATE: 04/25/2025

CHECKED: N/A PROJECT #:

REV: NOT TO SCALE

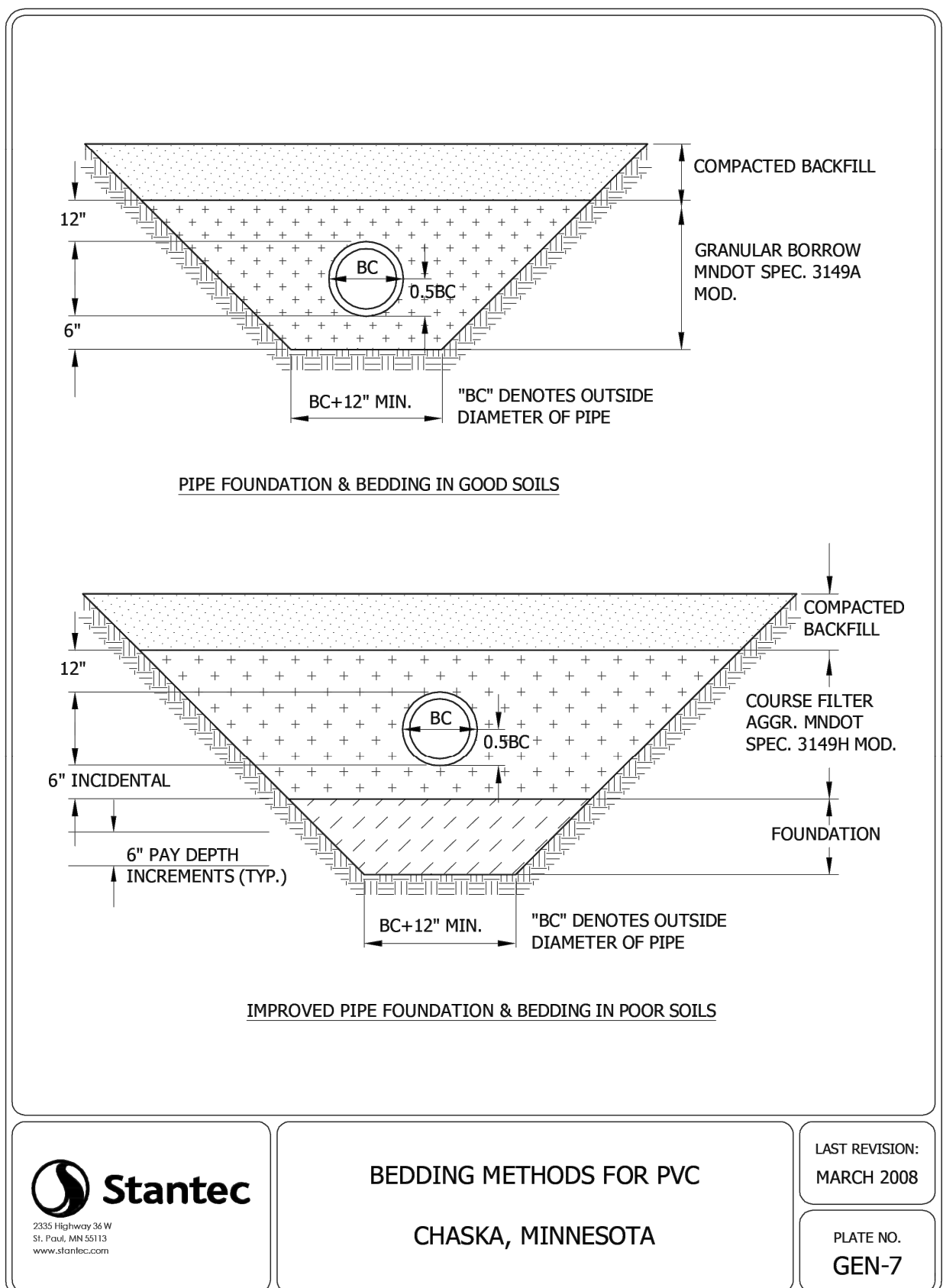
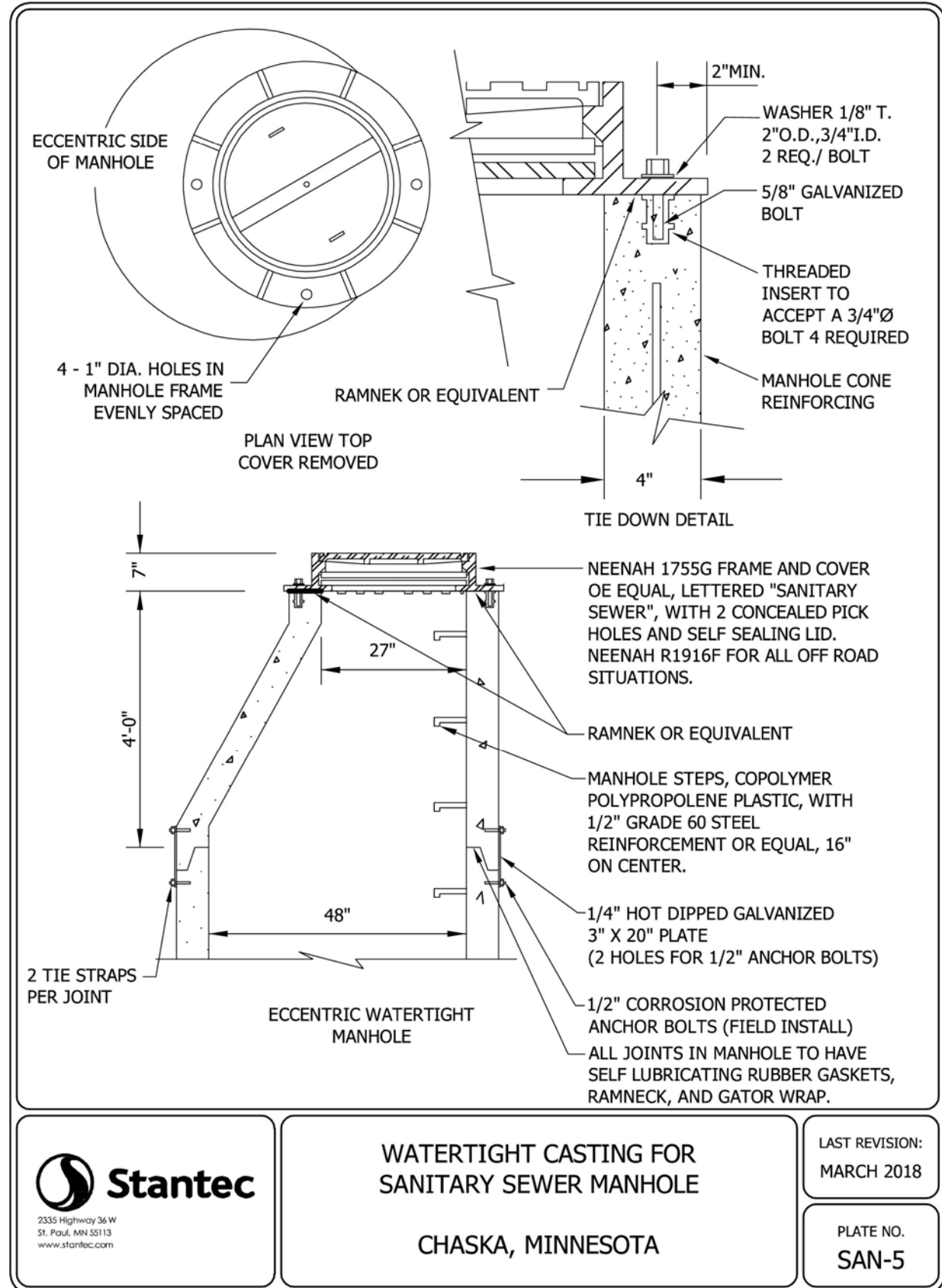
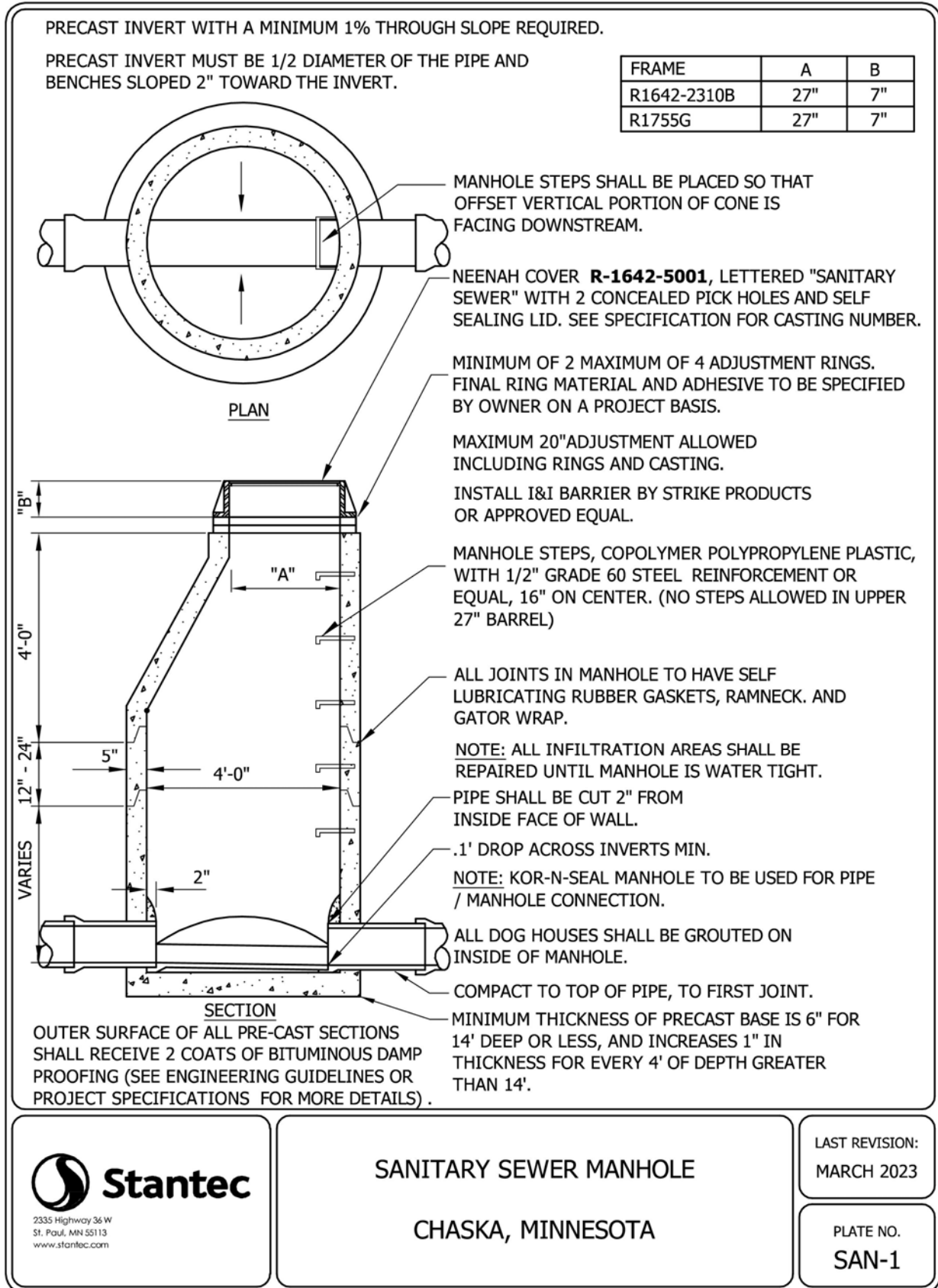
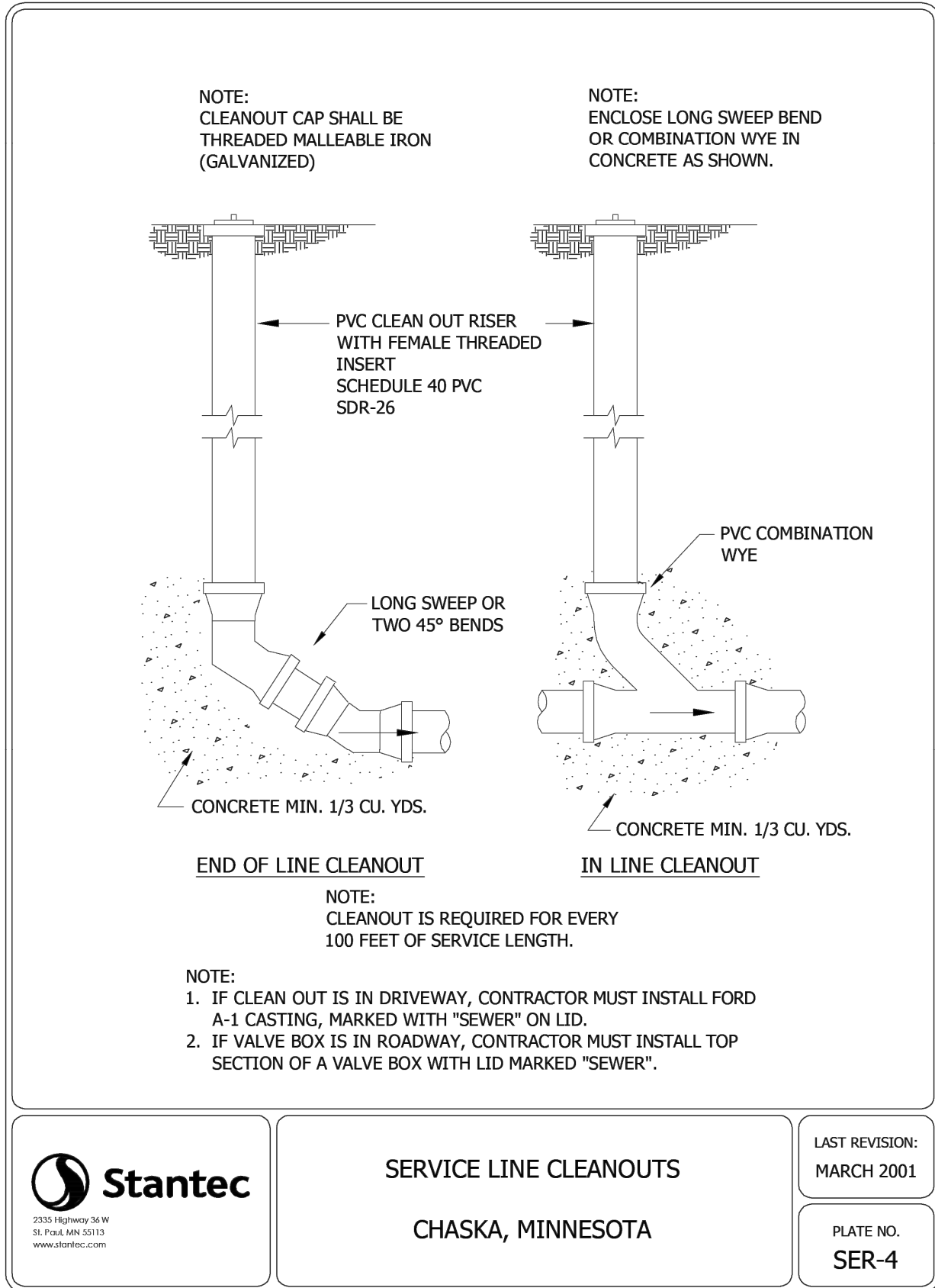
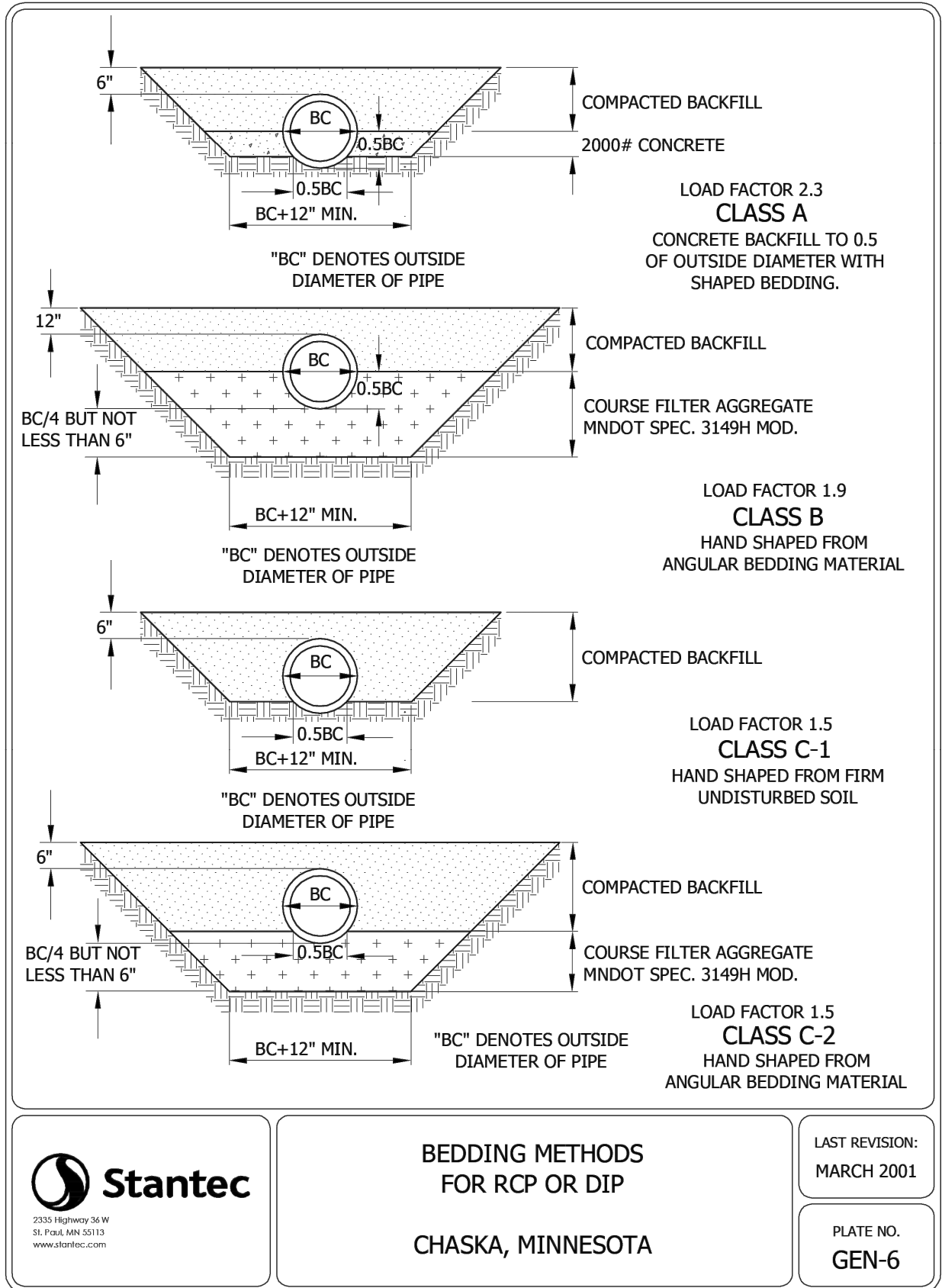
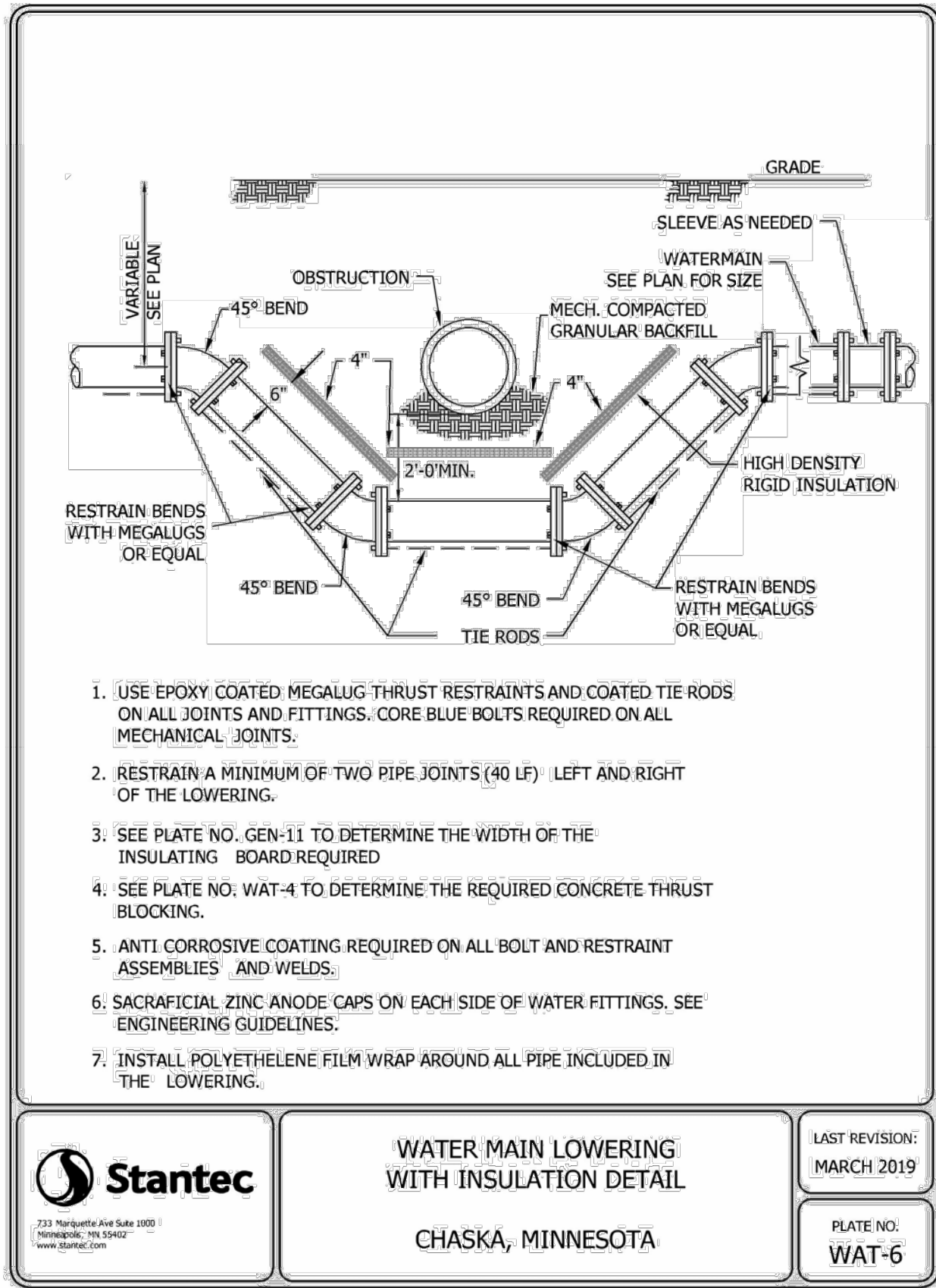
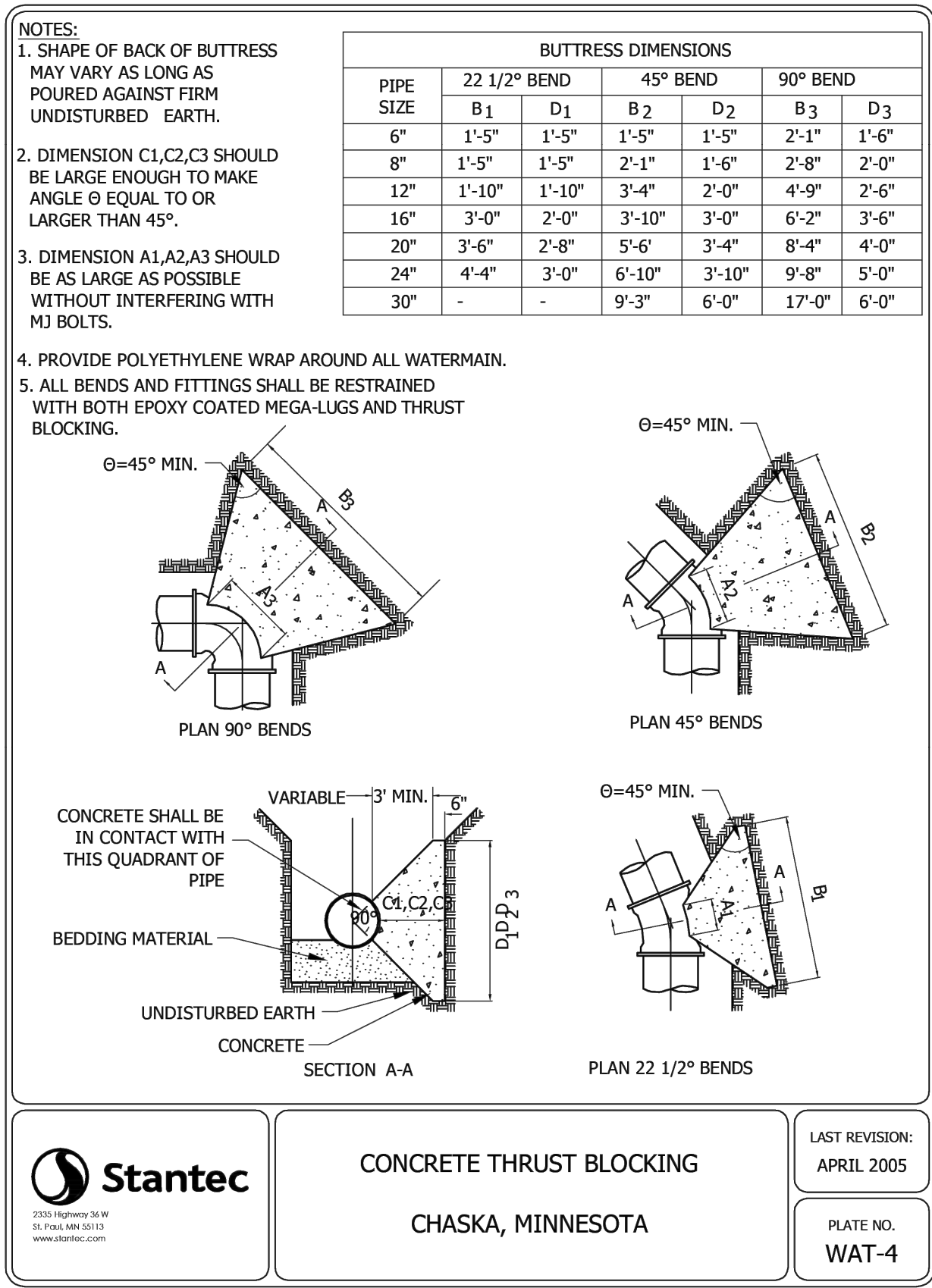
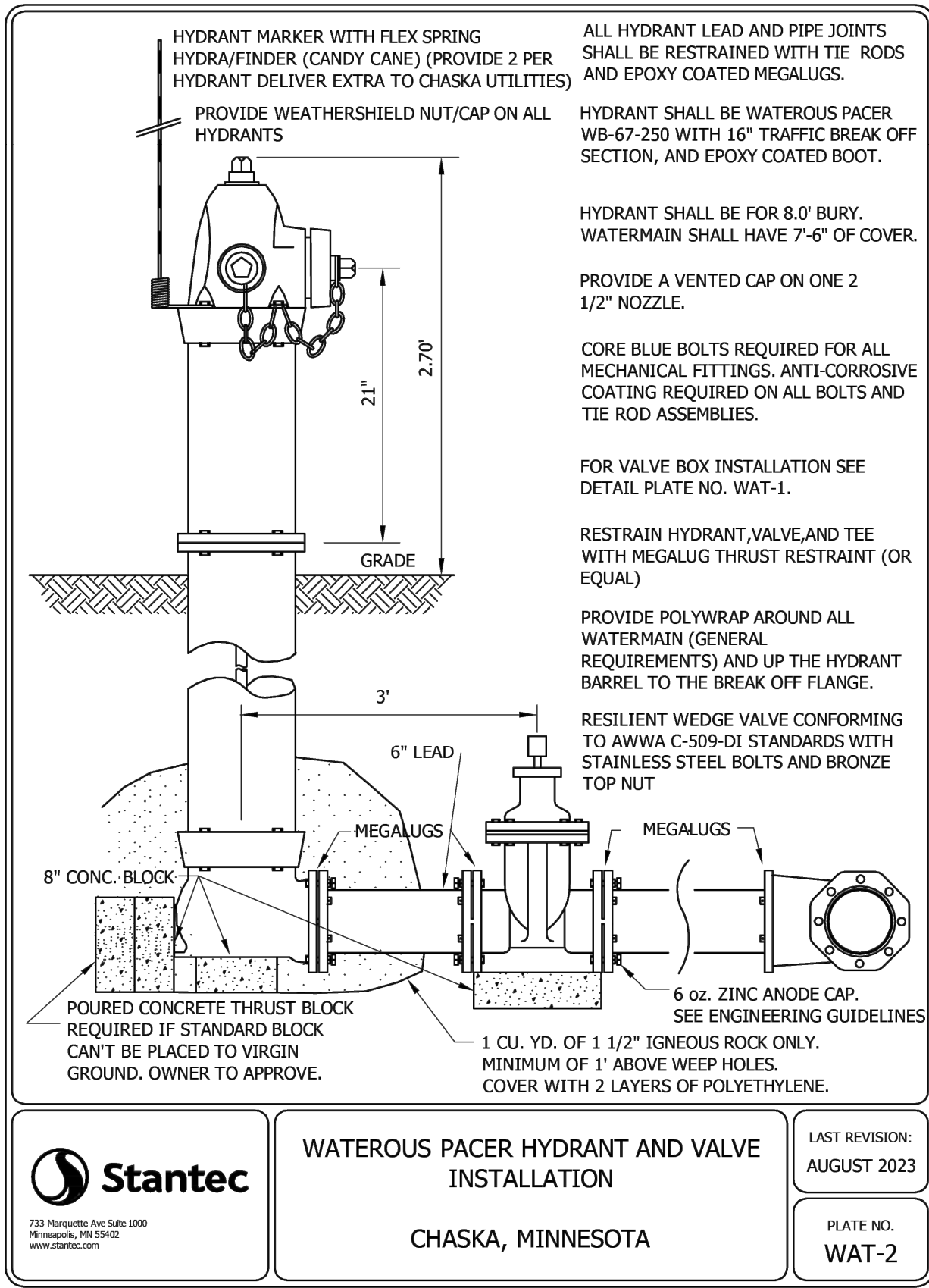
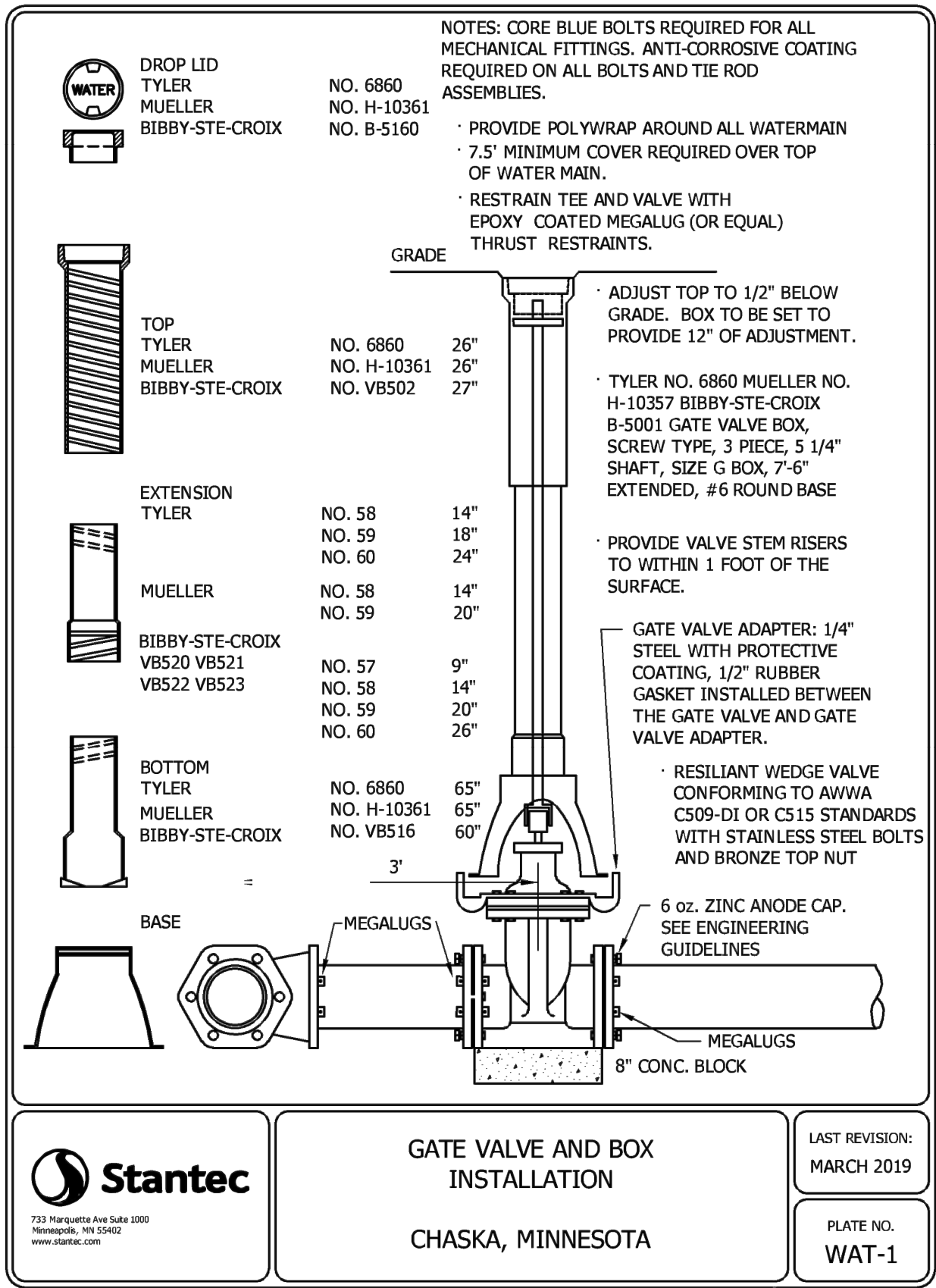
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SHEET

2 OF 2

ISSUED FOR BID - NOT FOR CONSTRUCTION





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FOR REFERENCE ONLY

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PROJ. NO. 240396 DESIGNED BY: KLSC
SCALE: AS SHOWN CHECKED BY: CDM
SHEET SIZE: 30x42 APPROVED BY: DRM

DRAWING TITLE
CIVIL
UTILITY DETAILS

DRAWING NUMBER
C53-01

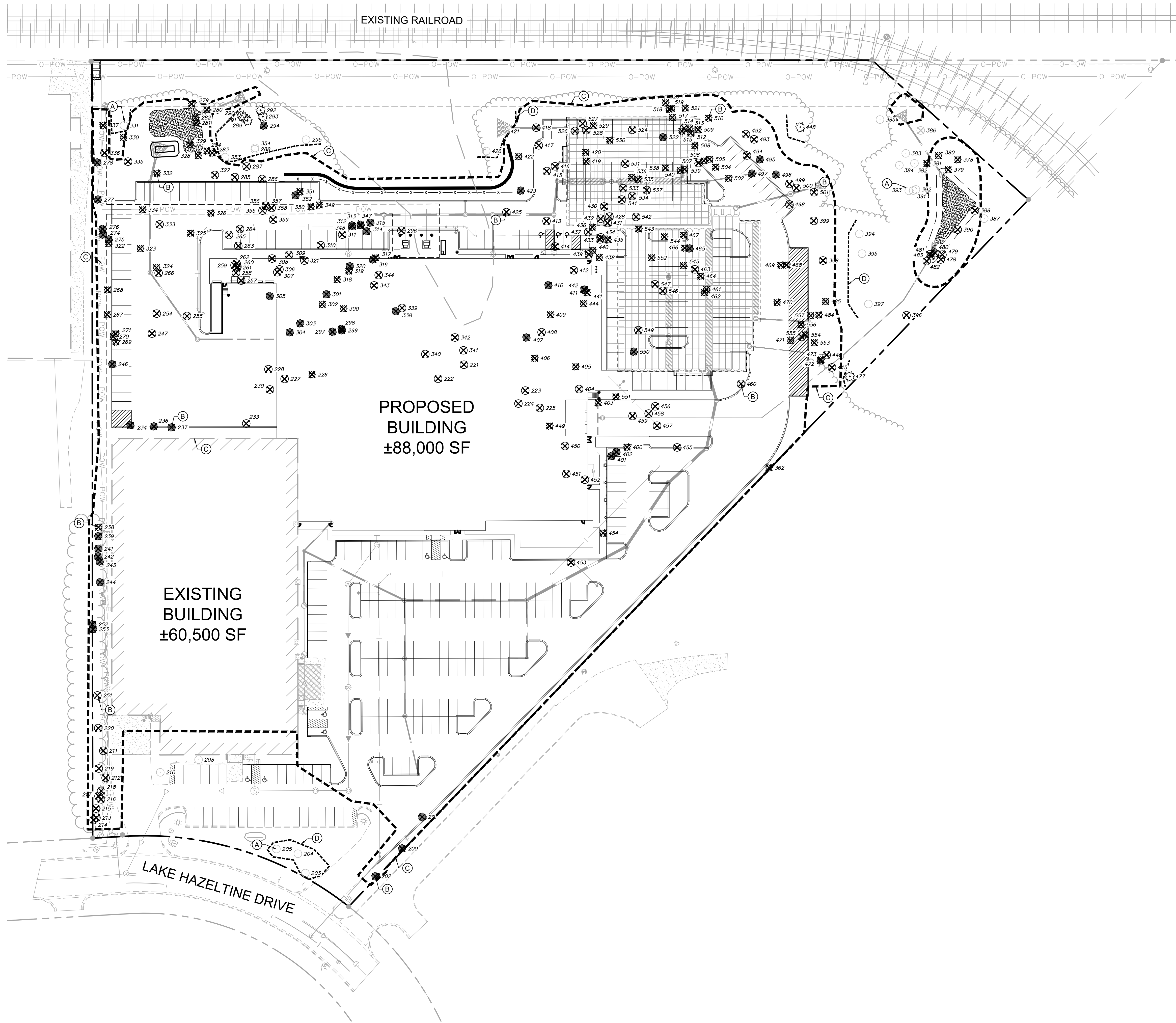
CIVIL ENGINEER
Kimley»Horn
2025 KIMLEY-HORN AND ASSOCIATES, INC.
11905 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272
WWW.KIMLEY-HORN.COM

CLIENT
BECKMAN COULTER

CONSULTING ARCHITECT/ENGINEER
CLARK, RICHARDSON AND BISKUP CONSULTING ENGINEERS, INC.
1251 NW BRIARCLIFF PARKWAY
SUITE 500
KANSAS CITY, MO 64116
PHONE: 816-880-9800
FAX: 816-880-9898

PROJECT TITLE
CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR COWMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS



LANDSCAPE LEGEND

- PROPERTY LINE
- LIMITS OF CONSTRUCTION (TYP.)
- TREE PROTECTION FENCE
- TREE TO REMAIN
- TREE TO BE REMOVED
- TREE NOT COUNTED - POOR HEALTH, INSIGNIFICANT, INFECTED WITH EAB OR OFFSITE
- OAK/MAPLE (DRIPLINE SHOWN)

KEYNOTE LEGEND

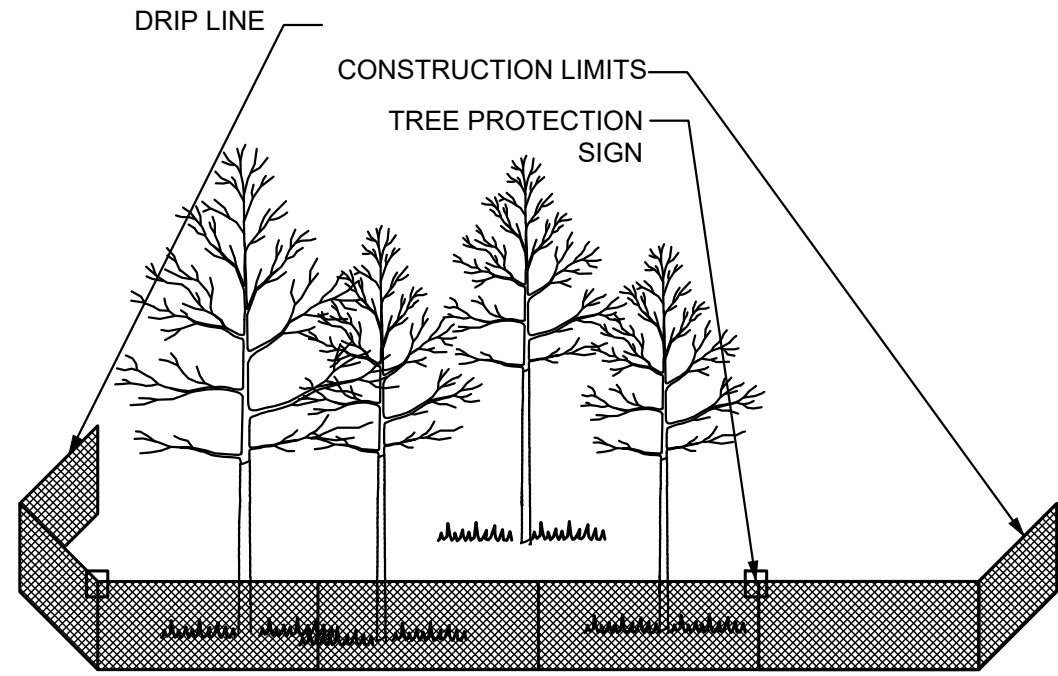
- EXISTING TREE TO BE SAVED (TYP.)
- EXISTING TREE TO BE REMOVED (TYP.)
- LIMITS OF CONSTRUCTION (TYP.)
- TREE PROTECTION FENCE (SEE DETAIL) (TYP.)

TREE SURVEY SUMMARY

TOTAL TREES SURVEYED	358 TREES	3,514 CALIPER INCHES
OFFSITE TREES NOT COUNTED (NOT ON PLAN)	27 TREES	224 CALIPER INCHES
TREES UNDER 6" NOT COUNTED (NOT ON PLAN)	29 TREES	119 CALIPER INCHES
EXEMPT TREES NOT COUNTED (ASH TREES SHOWN ON PLAN)	47 TREES	400 CALIPER INCHES
TOTAL TREES COUNTED	255 TREES	2,772 CALIPER INCHES
PRESERVED SIGNIFICANT OVERSTORY TREES	21 TREES	350 CALIPER INCHES
PRESERVED SIGNIFICANT UNDERSTORY TREES	1 TREES	6 CALIPER INCHES
PRESERVED OVERSTORY TREES	10 TREES	78 CALIPER INCHES
REMOVED SIGNIFICANT OVERSTORY TREES	115 TREES	1,610 CALIPER INCHES
REMOVED SIGNIFICANT UNDERSTORY TREES	1 TREES	20 CALIPER INCHES
REMOVED OVERSTORY TREES	109 TREES	756 CALIPER INCHES

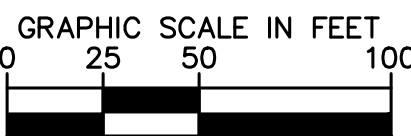
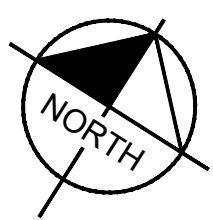
TREE PROTECTION NOTES

- PRUNING WILL BE DONE BY PROFESSIONALS DURING APPROPRIATE PRUNING SEASON.
- NO STORAGE OF MATERIALS, OPERATION OF MACHINERY, OR DEVELOPMENT OF ANY SORT WILL OCCUR WITHIN THE FENCE-LINE WITHOUT APPROVAL IN WRITING FROM CITY.
- SITE GRADING TO BE DONE ONLY AFTER PROTECTIVE MEASURES HAVE BEEN TAKEN, CITY HAS APPROVED FENCING LOCATIONS, AND ALL CONTRACTORS HAVE BEEN BRIEFED ON TREE PRESERVATION TECHNIQUES.
- EXISTING TREES TO REMAIN OR REMOVED TO BE CLEARLY IDENTIFIED, WITHIN DISTURBANCE LIMITS AND 10' OUTSIDE OF THE DISTURBANCE LIMITS.
- TREE PRESERVATION TO BE APPROVED BY OWNER AND PER LOCAL GOVERNMENTAL AUTHORITY.



FURNISH AND INSTALL TEMPORARY FENCE AT THE TREE'S DRIPLINE OR CONSTRUCTION LIMITS AS SPECIFIED, PRIOR TO ANY CONSTRUCTION. WHEN POSSIBLE PLACE FENCE 25 FEET BEYOND THE DRIPLINE. PLACE PROTECTION SIGNS ALONG FENCE AT 20' INTERVALS.

1 TEMPORARY TREE PROTECTION FENCE PLACEMENT
SCALE: N.T.S. L11-01



ISSUED FOR BID - NOT FOR CONSTRUCTION

CIVIL ENGINEER

Kimley»Horn

2025 KIMLEY-HORN AND ASSOCIATES, INC.
11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272
WWW.KIMLEY-HORN.COM

CLIENT



CONSULTING ARCHITECT/ENGINEER



CLARK, RICHARDSON AND BISKUP
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CRB ARCHITECTS-ENGINEERS P.C.
1251 NW BRIARCLIFF PARKWAY
SUITE 500
KANSAS CITY, MO 64116
PHONE: 816-880-9800
FAX: 816-880-9898

PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR COMMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS

LICENSEE

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

DAVID R. MOOROW
MN
DATE: 04-29-2025 LIC. NO. 47176

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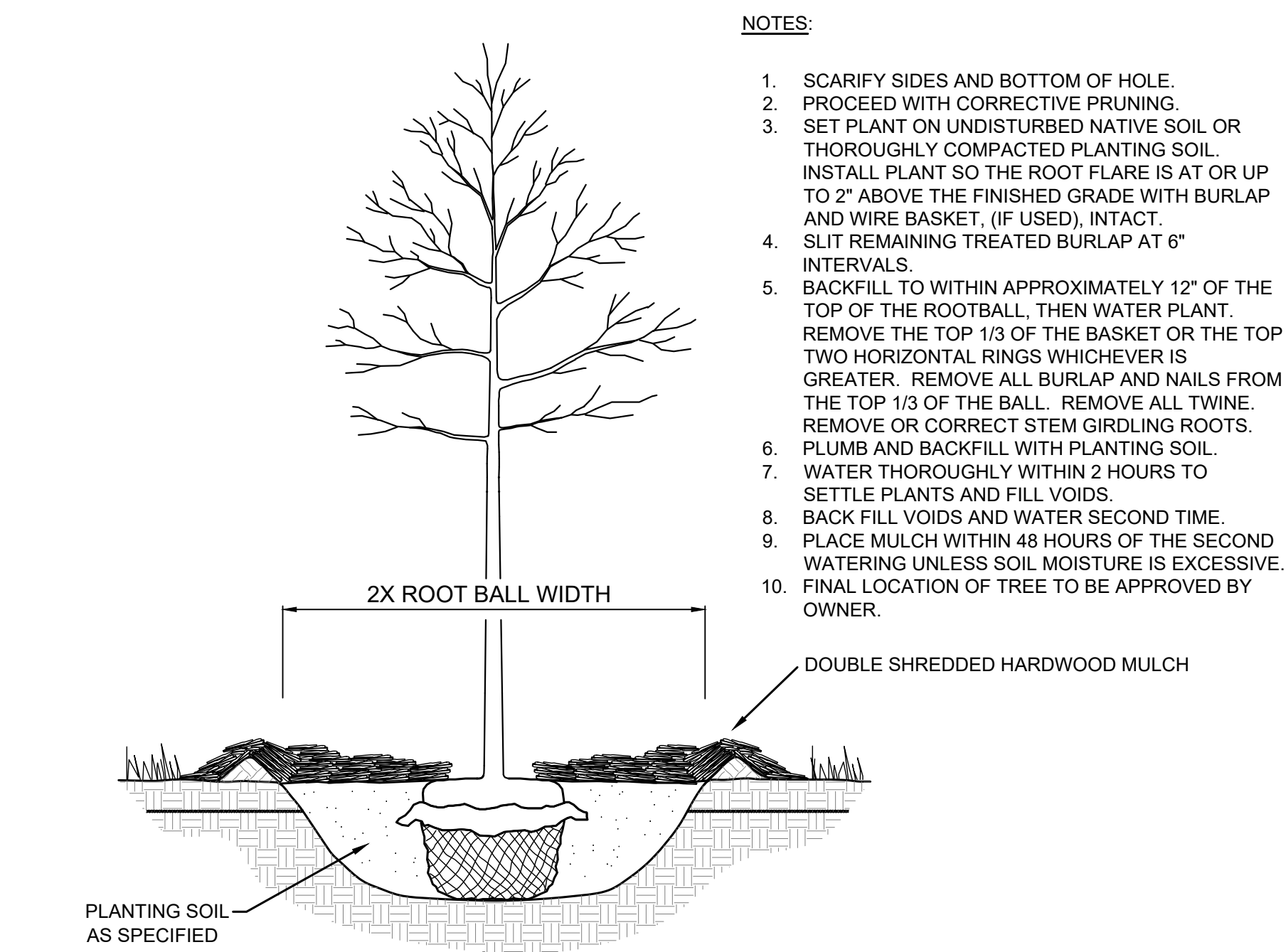
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SCALE:	AS SHOWN	CHECKED BY:	CGM
SHEET SIZE:	30x42	APPROVED BY:	DRM

DRAWING TITLE

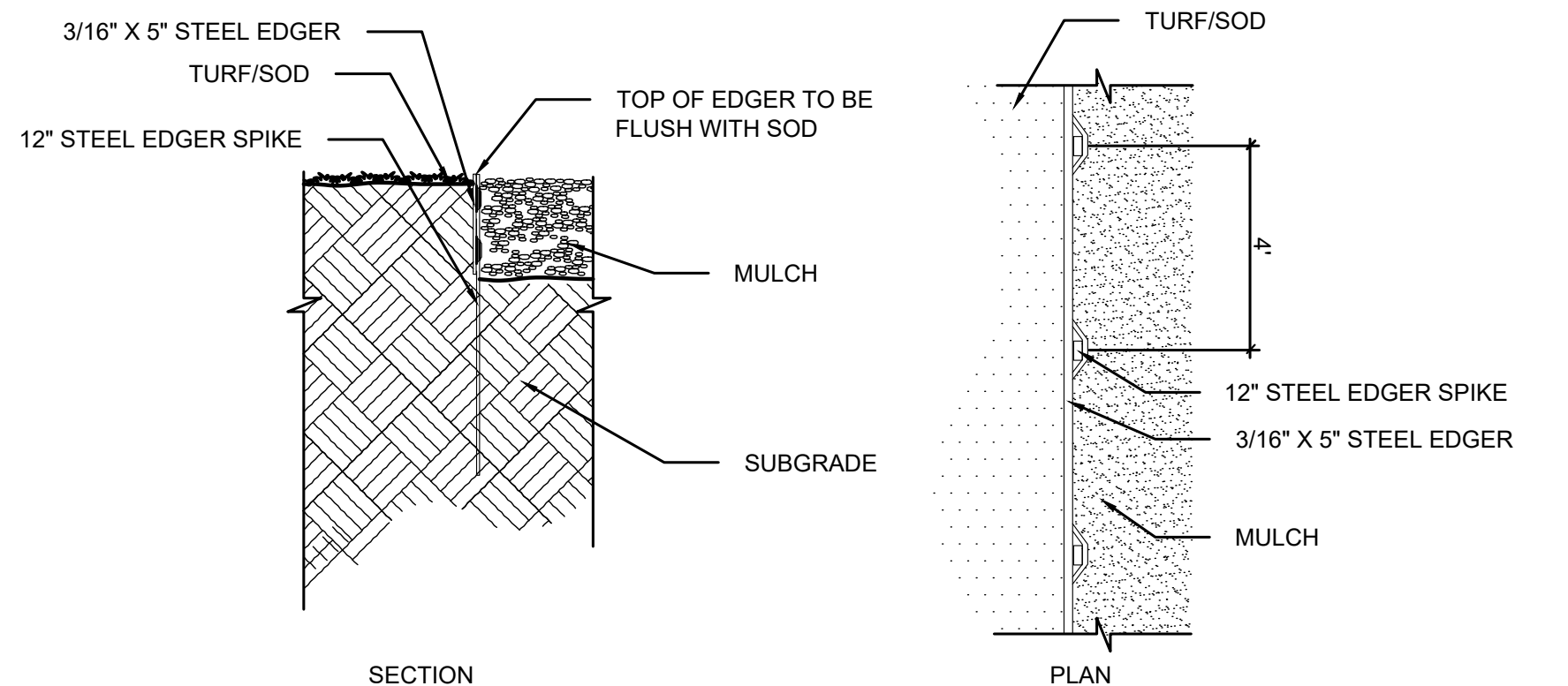
LANDSCAPE
TREE INVENTORY &
PRESERVATION PLAN

DRAWING NUMBER

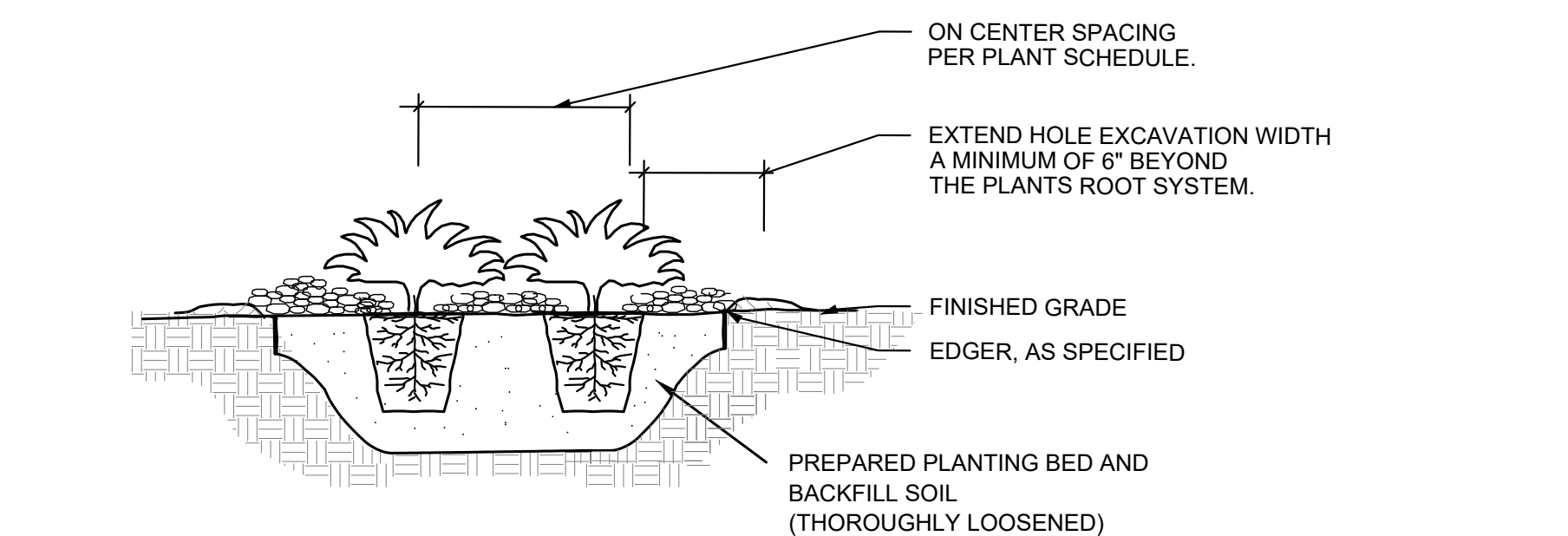
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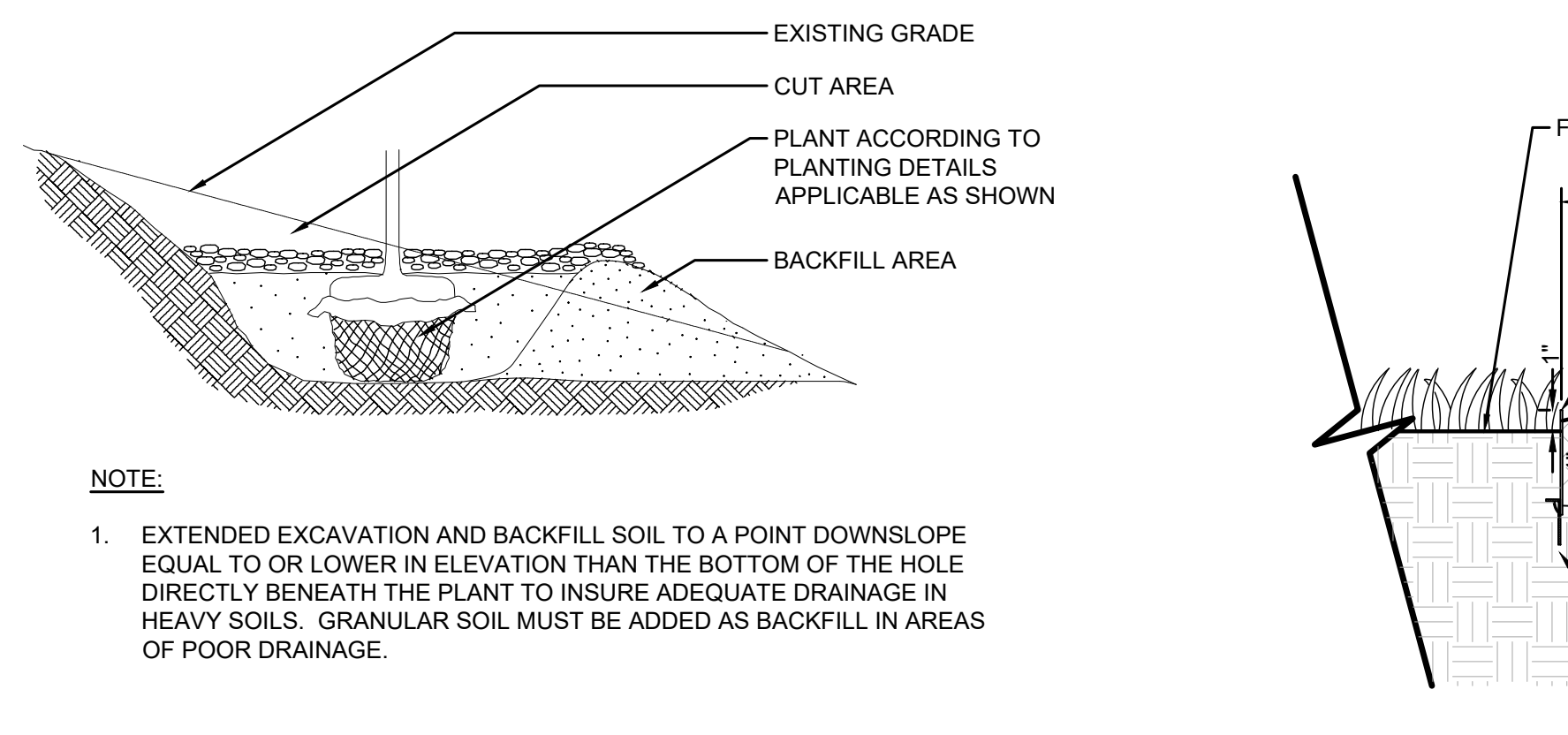
1 TREE PLANTING DETAIL
SCALE: N.T.S. L23-01



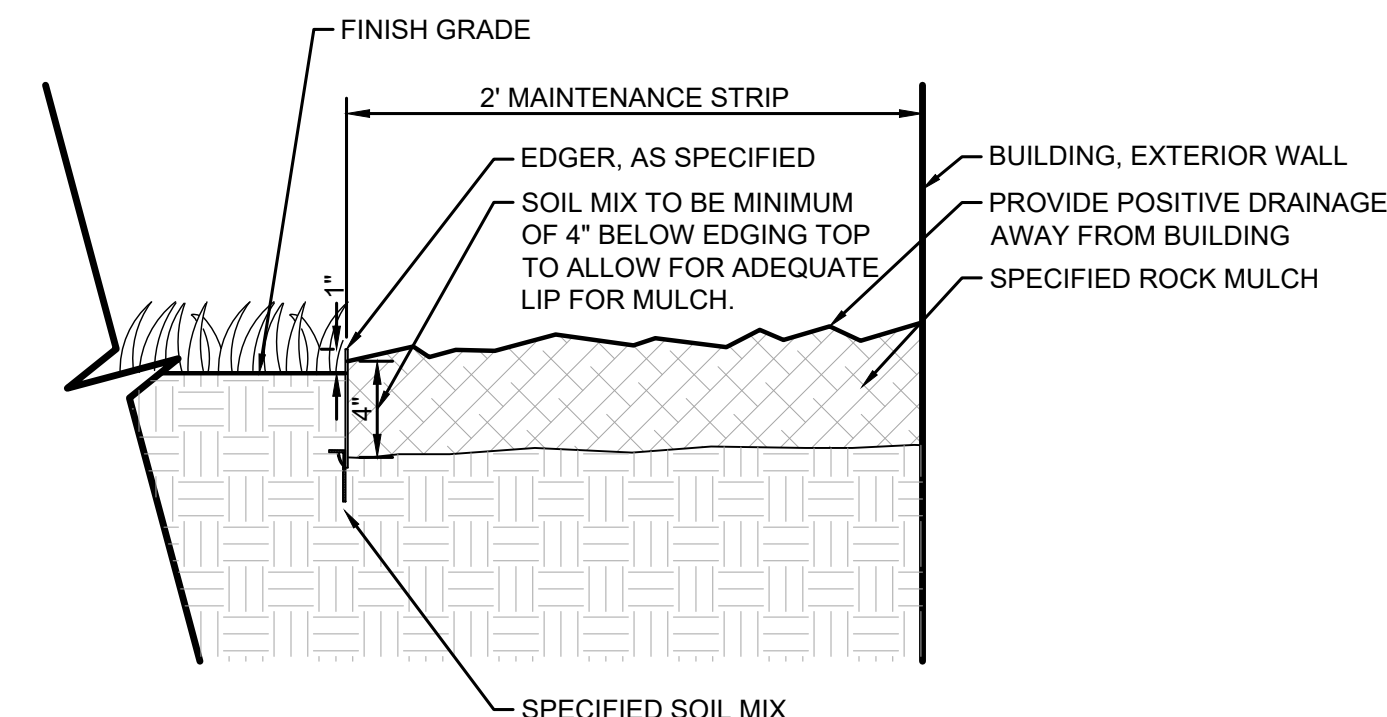
3 STEEL EDGER DETAIL
SCALE: N.T.S. L23-01



2 SHRUB / PERENNIAL PLANTING DETAIL
SCALE: N.T.S. L23-01



4 STEEP SLOPE PLANTING
SCALE: N.T.S. L23-01



5 MAINTENANCE STRIP DETAIL
SCALE: 1-1/2"=1' L23-01

LANDSCAPE NOTES

- PLANTING**
1. CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL 811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
 2. ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
 3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 4. ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
 5. PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
 6. ALL PLANTS TO BE SPECIMEN GRADE, MINNESOTA-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICIBLE GAPS, HOLES, OR DEFOLIATION.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 3:1.
 7. PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
 8. PLANTS TO BE INSTALLED AS PER MIMLA & ANSI STANDARD PLANTING PRACTICES.
 9. INSTALL PLANTS BY PLANT INSTALLATION PERIOD INFORMATION IN THE LATEST STANDARD PLANTING DETAILS FROM MNDOT. PLANTINGS BEFORE OR AFTER THESE DATES ARE DONE AT RISK.
 10. PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY, TEMPORARY ONLY.
 11. PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLARE IS LOCATED AT THE TOP OF THE Balled & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLARE. WHEN THE Balled & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLARE SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
 12. OPEN TOP OF BURLAP ON BOTH MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART HEAT POTS.
 13. PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
 14. WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
 15. STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
 - SOIL**
 16. THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
 17. BACKFILL SOIL AND TOPSOIL TO ADHERE TO MNDOT STANDARD SPECIFICATION 3877 (LOAM TOPSOIL, BORROW) AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
 - MULCH**
 18. MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF DOUBLE SHREDDED HARDWOOD MULCH. DOUBLE SHREDDED HARDWOOD MULCH TO BE USED AROUND AND PLANTS WITHIN TURF AREAS. CONIFEROUS TREES SHALL HAVE 2" DEPTH DOUBLE SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL IN COLOR (DYE-FREE), OR APPROVED EQUAL. ROCK MULCH TO MATCH EXISTING ROCK MULCH, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. APPLY PRECONCENTRATED HERBICIDE PRIOR TO MULCH PLACEMENT PER MANUFACTURER RECOMMENDATIONS. USE PRESH OR PRE-APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
 - EDGING**
 19. EDGING TO BE COMMERCIAL GRADE COL-MET (OR EQUAL) STEEL EDGING, 3/16" THICK X 9" TALL, COLOR BLACK, OR SPAVED EDGE, AS INDICATED. STEEL EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIRES NO GREATER THAN 4 FEET ON CENTER WITH TOP OF EDGER AT GRADE. FOR MOVERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. WHERE EDGING TERMINATES AT A SIDEWALK, BEVEL, OR RECESS ENDS TO PREVENT TRIP HAZARD. SPAVED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE, SHRUB, OR BURN-GARDEN BEDS TO BE SPAVED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
 - SEEDING**
 20. ALL DISTURBED AREAS TO BE SOODED OR SEEDDED, UNLESS OTHERWISE NOTED. SOD TO BE STANDARD MINNESOTA-GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. BLOPS OF 3" OR GREATER SHALL BE STAKED. SEED AS SPECIFIED, PER MNDOT SPECIFICATIONS AND SUPPLIER/MANUFACTURER RECOMMENDATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
 - IRRIGATION**
 21. PROVIDE IRRIGATION / PROVIDE NEW SYSTEM, OR MODIFY EXISTING IRRIGATION PER OWNERS DIRECTION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGNED/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR. SYSTEM SHALL INCLUDE A RAIN FREEZE SENSOR, FLOW SENSOR, MASTER VALVE, EPA WATERSENSE APPROVED CONTROLLER, AND PRESSURE REGULATED HEADS. SHRUBS / PERENNIAL BEDS TO USE DRIP IRRIGATION. PROVIDE TEMPORARY IRRIGATION TO NATIVE SEEDBED AREAS ON SEPARATE ZONE FOR ESTABLISHMENT.
 - ESTABLISHMENT**
 22. PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
 - WARRANTY**
 23. REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
 24. REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
 25. MAINTAIN TREES, SHRUBS, SEED AND OTHER PLANTS UNTIL PROJECT COMPLETION, BUT IN NO CASE, LESS THAN FOLLOWING PERIOD: 1 YEAR AFTER PROJECT COMPLETION. MAINTAIN TREES, SHRUBS, SEED AND OTHER PLANTS BY PRUNING, CULTIVATING, AND WEEDING AS REQUIRED FOR HEALTHY GROWTH. RESTORE PLANTING SAUCERS, TIGHTEN AND REPAIR STAKE AND GUY SUPPORTS AND RESET TREES AND SHRUBS TO PROPER GRADES OR VERTICAL POSITION AS REQUIRED. RESTORE OR REPLACE DAMAGED WRAPPINGS. SPRAY AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE. REPERLEN MULCH TO THE REQUIRED DEPTH. MAINTAIN LAWNS FOR 60 DAYS AFTER INSTALLING SOD INCLUDING MOWING WHEN SOD RECIPTES 4" IN HEIGHT. WEED PLANTING BEDS AND MULCH SAUCERS AT MINIMUM ONCE A MONTH DURING THE GROWING SEASON. PROVIDE A MONTHLY REPORT TO THE OWNER ON WEEDING AND OTHER MAINTENANCE RESPONSIBILITIES.

F Wetland Rehabilitation Mix						
Code	Common Name	Scientific Name	PLS lb/ac	% by PLS lb/ac	Seeds/ft2	% by Seeds/ft2
becsy	American Sloughgrass	Beckmannia syzigachne	0.27	7.30%	4.96	2.50%
calcan	Bluejoint Grass	Calamagrostis canadensis	0.04	1.08%	4.11	2.08%
elyvir	Virginia Wild Rye	Elymus virginicus	1.94	52.43%	2.99	1.51%
glystr	Fowl Manna Grass	Glyceria striata	0.24	6.49%	7.93	4.01%
poapal	Fowl Bluegrass	Poa palustris	0.46	12.43%	21.97	11.09%
Grasses Subtotal			2.95	79.73%	41.96	21.19%
carvul	Brown Fox Sedge	Carex vulpinoidea	0.22	5.95%	8.08	4.08%
jundud	Dudley's Rush	Juncus dudleyi	0.03	0.81%	35.26	17.81%
sciatr	Dark Green Bulrush	Scirpus atrovirens	0.24	6.49%	40.55	20.48%
scicyp	Woolgrass	Scirpus cyperinus	0.06	1.62%	37.47	18.92%
Sedges & Rushes Subtotal			0.55	14.86%	121.36	61.29%
bidcer	Nodding Bur Marigold	Bidens cernua	0.09	2.43%	0.69	0.35%
lobsip	Great Blue Lobelia	Lobelia siphilitica	0.02	0.54%	3.67	1.85%
lycame	Water Horehound	Lycopus americanus	0.05	1.35%	3.47	1.75%
menarv	Wild Mint	Mentha arvensis	0.01	0.27%	1.51	0.76%
mimrin	Monkey Flower	Mimulus ringens	0.03	0.81%	25.34	12.80%
Forbs Subtotal			0.20	5.41%	34.69	17.52%
Total			3.70	100.00%	198.01	100.00%

MAINTENANCE REQUIREMENTS - NATIVE GRASS AND FORB MIXTURES

- YEAR 1 ESTABLISHMENT (SPRING SEEDING)**
1. PREPARE SITE - LATE APRIL - MAY.
 2. SEED - MAY 1 - JUNE 1.
- MAINTENANCE**
1. MOW (6-8 INCHES) - EVERY 30 DAYS AFTER PLANTING UNTIL SEPTEMBER 30.
 2. WEED CONTROL - MOWING SHOULD HELP CONTROL ANNUAL WEEDS. SPOT SPRAY THISTLES ETC.
- ESTABLISHMENT (FALL SEEDING)**
1. PREPARE SITE - LATE AUGUST - EARLY SEPTEMBER.
 2. SEED - LATE SEPTEMBER TO FREEZEBUILD.
- MAINTENANCE (FOLLOWING SEASON)**
1. MOW (6-8 INCHES) - ONCE IN MAY, JUNE AND JULY.
 2. WEED CONTROL - MOWING SHOULD KEEP ANNUAL WEEDS DOWN. SPOT SPRAY THISTLES ETC.
- EVALUATION**
1. COVER CROP GROWING WITHIN 2 WEEKS OF PLANTING (EXCEPT DORMANT PLANTINGS).
 2. SEEDLINGS SPACED 1-6 INCHES APART IN DRILL ROWS.
 3. SOME FLOWERS SHOULD BE BLOOMING (BLACK-EYED SUSANS, BERGAMOT ETC.).
 4. IF THERE IS A FLUSH OF GROWTH FROM FORTAL ETC., MOW AS NECESSARY.
- YEAR 2 MAINTENANCE**
1. MOW (6-8 INCHES) ONE TIME BETWEEN JUNE 1 - AUGUST 15 BEFORE WEEDS SET SEED.
 2. WEED CONTROL - MOWING SHOULD KEEP ANNUAL WEEDS DOWN. SPOT SPRAY THISTLES ETC.
 3. SOME SITES MAY NOT REQUIRE MUCH MAINTENANCE THE SECOND YEAR.
- EVALUATION**
1. COVER CROP WILL BE GONE UNLESS WINTER WHEAT WAS USED IN A FALL PLANTING.
 2. GRASSES FORMING CLUMPS 1-6 INCHES APART IN DRILL ROWS, BUT STILL SHORT.
 3. SOME FLOWERS SHOULD BE BLOOMING (BLACK-EYED SUSANS, BERGAMOT ETC.).
 4. IF THERE IS A FLUSH OF GROWTH FROM FORTAL ETC., MOW SITE.
- RECOMMENDED MAINTENANCE - NATIVE GRASS AND FORB MIXTURES**
- YEARS**
- MAINTENANCE**
1. MOW ONLY IF NECESSARY.
 2. WEED CONTROL - SPOT SPRAY THISTLES, ETC.
 3. SITES USUALLY DO NOT REQUIRE MUCH MAINTENANCE THE THIRD YEAR.
- EVALUATION**
1. PLANTING SHOULD BEGIN LOOKING LIKE A PRAIRIE - TALL GRASSES, FLOWERS ETC.
- LONG-TERM MAINTENANCE**
1. WEED CONTROL - SPOT SPRAY THISTLES ETC.
 2. HAYING (3-5 YEAR ROTATION) LATE SUMMER OR EARLY FALL.

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON NAME	BOTANICAL NAME	N/A	CAL
UNDERSTORY TREE						
DAK	11	DAKOTA PINNACLE BIRCH	BETULA PLATYPHYLLA 'FARGO'	B & B	6' HT.	
MISA	7	MOUNTAIN SENTINEL® ASPEN	POPULUS TREMULOIDES 'JFS-COLUMN'	B & B	2.5' CAL.	
RVC	6	RIVER BIRCH MULTI-TRUNK	BETULA NIGRA	B & B	6' HT. MULTI-STEM	
SSC	6	SPRING SNOW CRAB APPLE	MALUS X 'SPRING SNOW'	B & B	6' HT.	
CONIFEROUS TREE						
BHS	4	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	B & B	6' HT.	
BHS*	6	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	B & B	10' HT.	
BHS+	3	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	B & B	8' HT.	
ERC	3	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	B & B	6' HT.	
WHP	14	WHITE PINE	PINUS STROBUS	B & B	6' HT.	
WHP+	3	WHITE PINE	PINUS STROBUS	B & B	11' HT.	
OVERSTORY TREE						
IHL	7	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS 'IMPERIAL'	B & B	3.5' CAL.	
ABM-	6	AUTUMN BLAZE MAPLE	ACER X FREEMANNI 'AUTUMN BLAZE'	B & B	4.5' CAL.	
FFM*	3	FALL FIESTA MAPLE	ACER SACCHARUM 'FALL FIESTA'	B & B	3.5' CAL.	
FFM-	4	FALL FIESTA MAPLE	ACER SACCHARUM 'FALL FIESTA'	B & B	4.5' CAL.	
HAC	5	COMMON HACKBERRY	CELTIS OCCIDENTALIS	B & B	2.5' CAL.	
IHL+	9	IMPERIAL® HONEY LOCUST	GLEDITSIA TRIACANTHOS INERMIS 'IMPCOLE'	B & B	3' CAL.	
IHL-	3	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR. INERMIS 'IMPERIAL'	B & B	4.5' CAL.	
KCY*	2	ESPRESSO KENTUCKY COFFEETREE	GYMNOCLADUS DIOICA 'ESPRESSO'	B & B	3.5' CAL.	
KSO	30	KINDRED SPIRIT® OAK	QUERCUS ROBUR X BICOLOR 'NADLER'	B & B	2.5' CAL.	
NWM*	2	NORTHWOOD MAPLE	ACER RUBRUM 'NORTHWOOD'	B & B	3.5' CAL.	
PRE*	11	PRINCETON ELM	ULMUS AMERICANA 'PRINCETON'	B & B	4' CAL.	
PRE-	1	PRINCETON ELM	ULMUS AMERICANA 'PRINCETON'	B & B	4.5' CAL.	
PSH	23	PRAIRIE SENTINEL® HACKBERRY	CELTIS OCCIDENTALIS 'JFS-KSU1'	B & B	2.5' CAL.	
PSH+	16	PRAIRIE SENTINEL® HACKBERRY	CELTIS OCCIDENTALIS 'JFS-KSU1'	B & B	3' CAL.	
SWO	9	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	2.5' CAL.	
SWO*	7	SWAMP WHITE OAK	QUERCUS BICOLOR	B & B	3.5' CAL.	
DECIDUOUS SHRUBS						
ANH	40	ANNABELLE HYDRANGEA	HYDRANGEA ARBORESCENS 'ANNABELLE'	#5 CONT.	4' O.C.	
ARO	68	IROQUOIS BEAUTY™ BLACK CHOKEBERRY	ARONIA MELANOCARPA 'MORTON'	#5 CONT.	4' O.C.	
COR	47	FIREDANCE™ RED TWIG DOGWOOD	CORNUS SERICEA 'BAILADELINE'	#5 CONT.	5' O.C.	
DBH	28	DWARF BUSH HONEYSUCKLE	DIERVILLA LONICERA	#5 CONT.	4' O.C.	
GGD	11	GARDEN GLOW DOGWOOD	CORNUS HESSEI 'GARDEN GLOW'	#5 CONT.	5' O.C.	
GLS	56	GRO-LOW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	#5 CONT.	4' O.C.	
HYD	35	LITTLE LIME® PANICLE HYDRANGEA	HYDRANGEA PANICULATA 'JANE'	#5 CONT.	4' O.C.	
PHY	44	LITTLE DEVIL™ DWARF NINEBARK	PHYSCARPUS OPULOFOLIUS 'LITTLE DEVIL'	#5 CONT.	4' O.C.	
SOR	23	SEM FALSE SPIRAEA	SORBARIA SORBIFOLIA 'SEM'	#5 CONT.	5' O.C.	
ORNAMENTAL GRASSES						
CAB	23	KOREAN FEATHER REED GRASS	CALAMAGROSTIS BRACHYTRICHA	#1 CONT.	3' O.C.	
CAL	10	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	3' O.C.	
PAN	32	HEAVY METAL SWITCH GRASS	PANICUM VIRGATUM 'HEAVY METAL'	#1 CONT.	2' O.C.	
SPO	41	PRAIRIE DROPSEED	SPOROBOLUS HETEROLEPIS	#1 CONT.	3' O.C.	
PERENNIALS						
KFG	20	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	30' O.C.	
CONTAINER						
SPACING						

ISSUED FOR BID - NOT FOR CONSTRUCTION

CIVIL ENGINEER

Kimley»Horn

2025 KIMLEY-HORN AND ASSOCIATES, INC.
11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272
WWW.KIMLEY-HORN.COM

CLIENT

BECKMAN COULTER

CONSULTING ARCHITECT/ENGINEER

CLARK, RICHARDSON AND BISKUP CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
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SUITE 500
KANSAS CITY, MO 64116
PHONE: 816-880-9800
FAX: 816-880-9898

PROJECT TITLE

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
0		20MAR2025	ISSUED FOR BID - EARLY PACKAGE
1		29MAR2025	SUBMITTAL FOR CDDMO
2		29APR2025	ISSUED FOR REVISIONS
3		30MAY2025	ISSUED FOR REVISIONS

LICENSEE

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

RYAN A. HYLLESTED, PLA
MIN
DATE: 04-29-2025 LIC. NO. 53828

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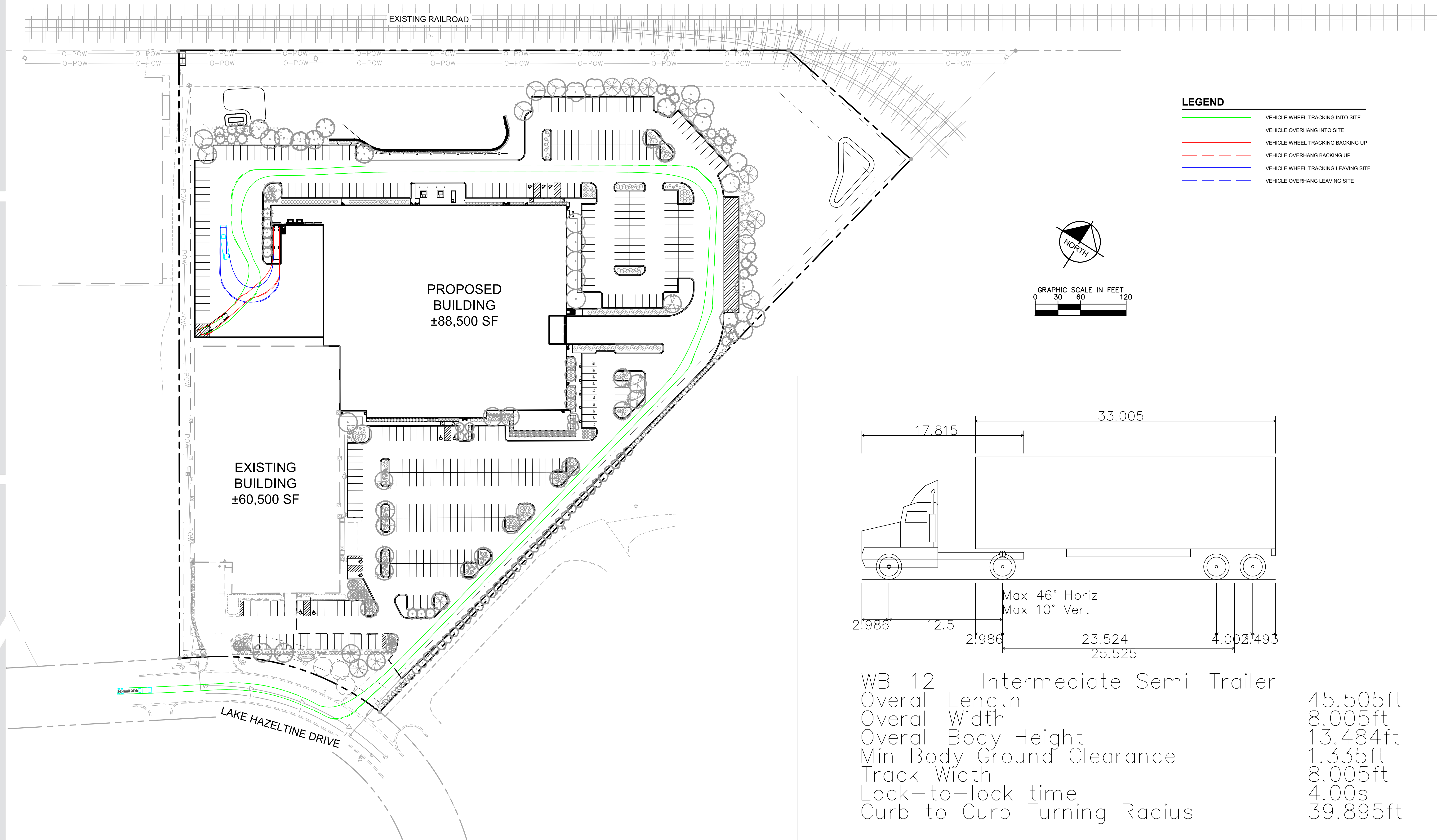
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SHEET SIZE: 30x42 APPROVED BY: DRM

DRAWING TITLE

LANDSCAPE DETAILS

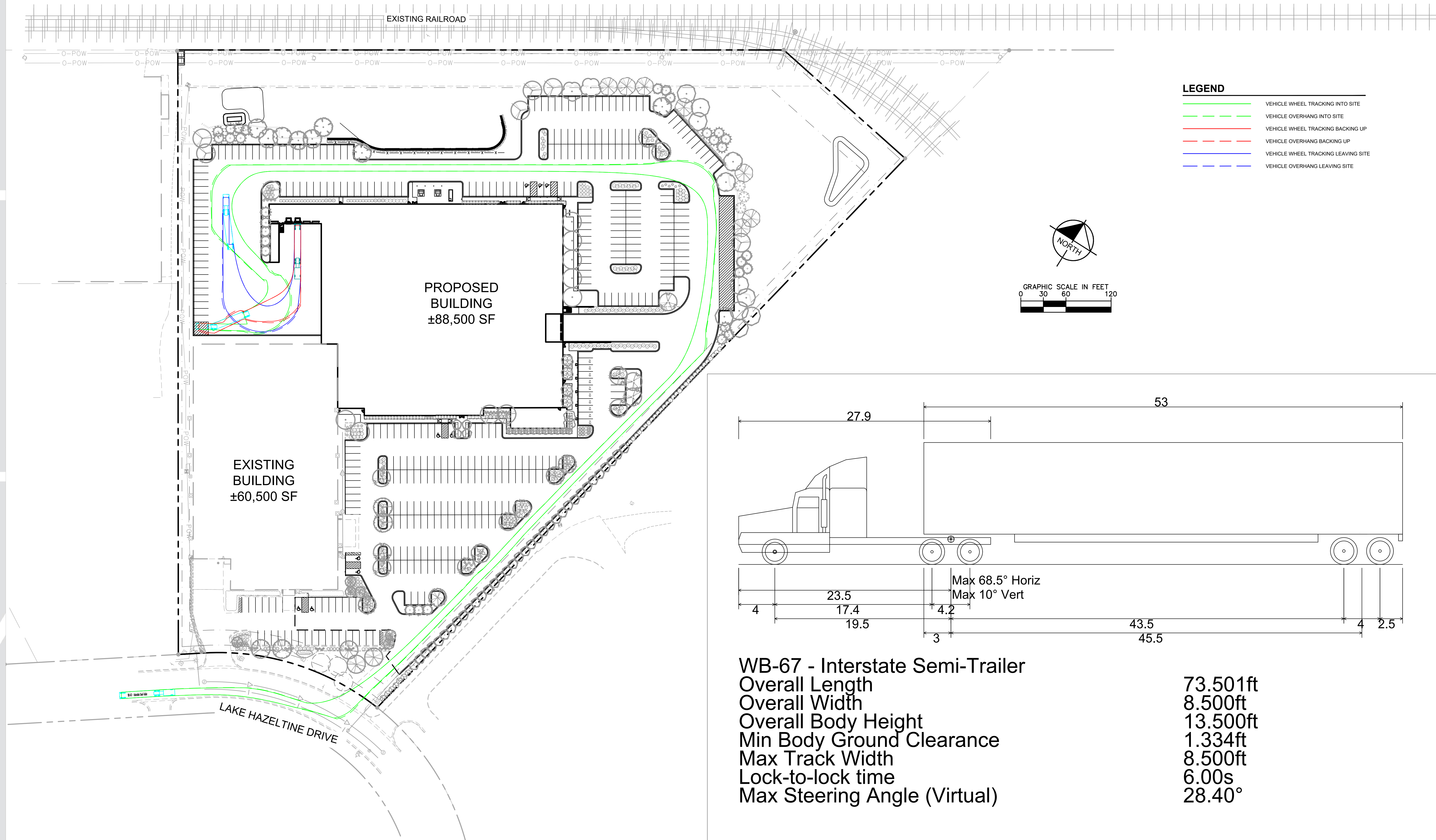
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L23-01



Beckman Coulter Expansion Chaska | *Truck Turning Exhibit*

Chaska, MN
Project # 161254000 April 30, 2025



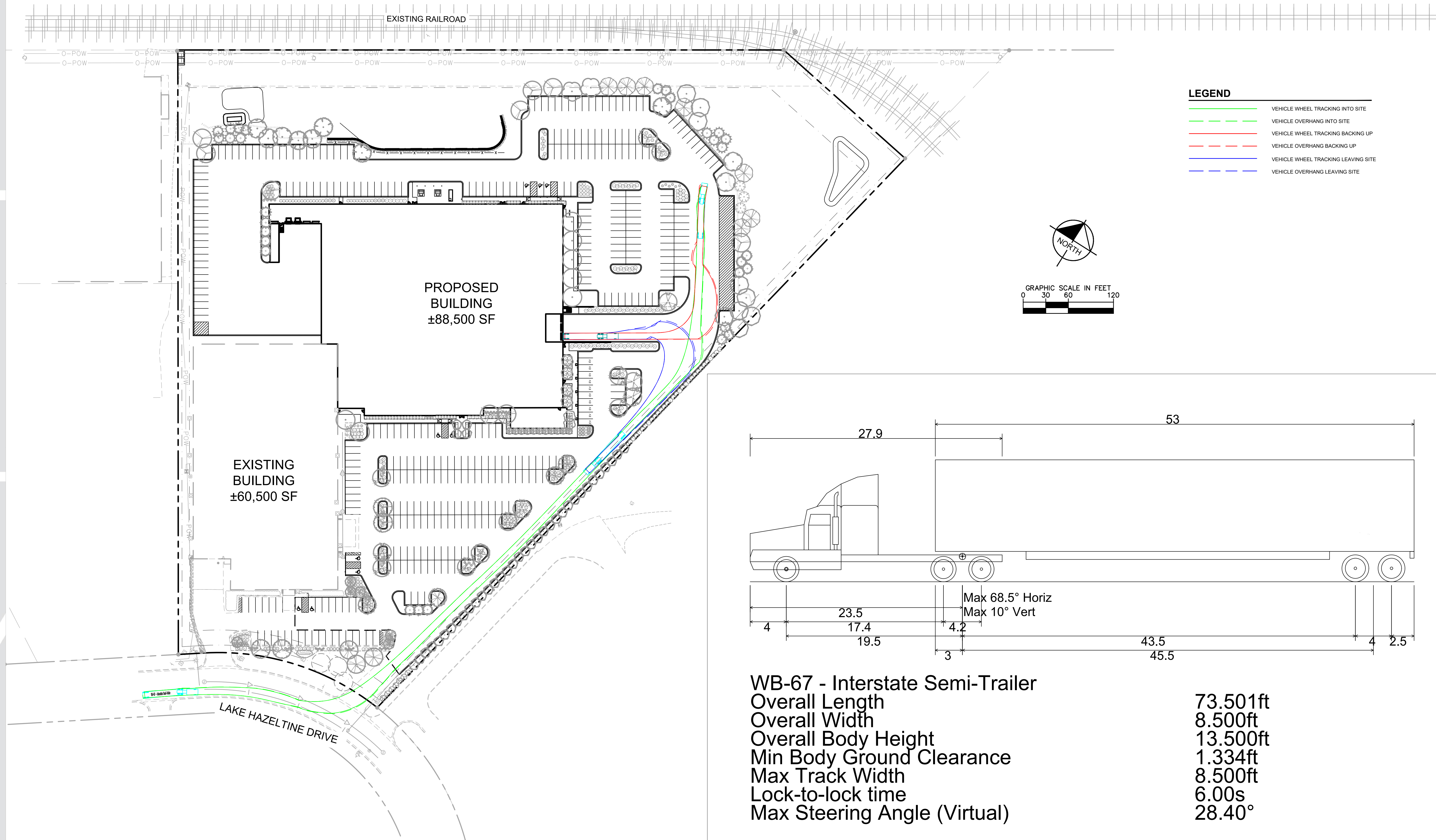
Beckman Coulter Expansion Chaska | *Truck Turning Exhibit*

Chaska, MN

Project # 161254000 April 30, 2025

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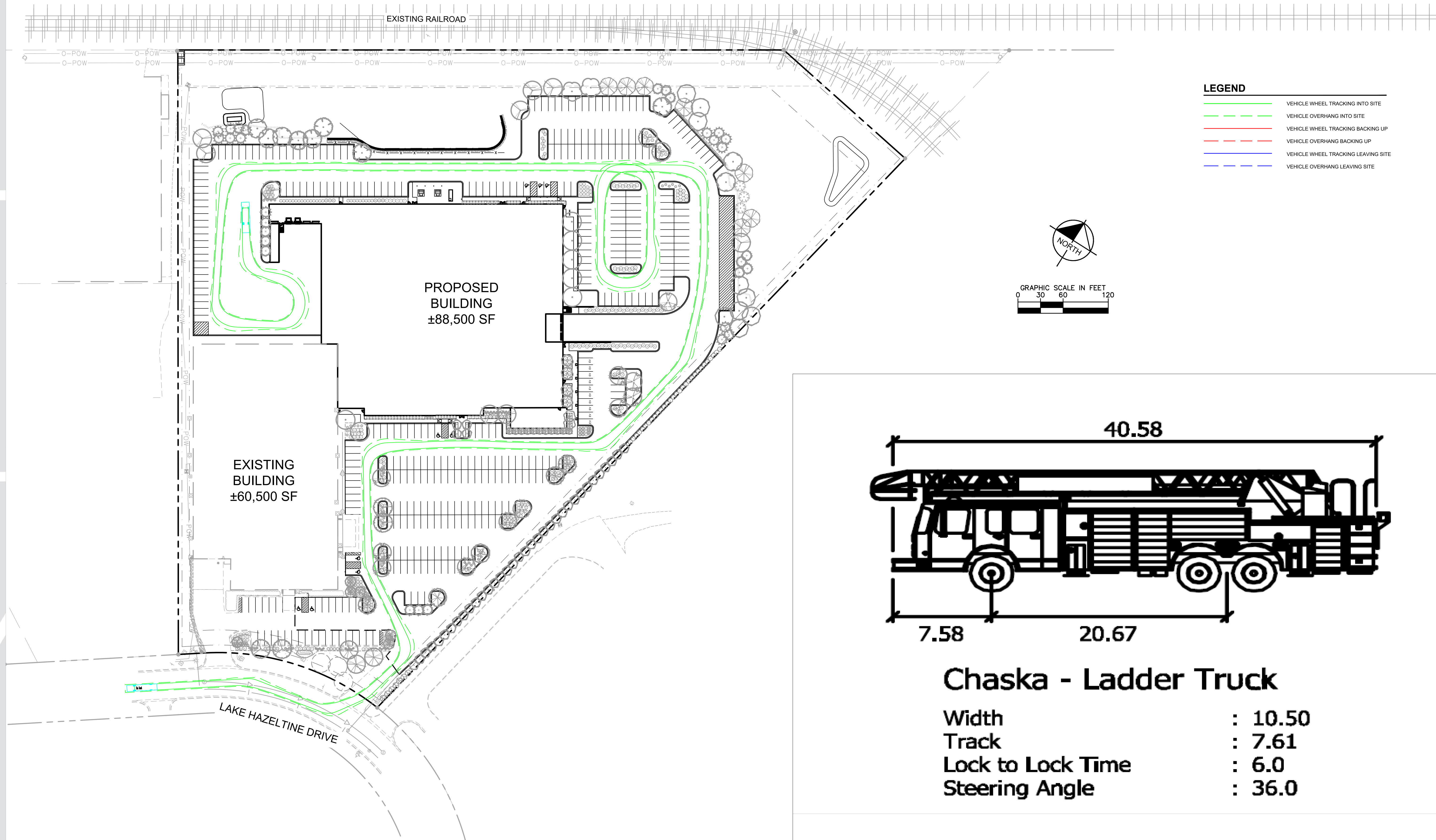
Beckman Coulter Expansion Chaska | *Truck Turning Exhibit*

Chaska, MN

Project # 161254000 April 30, 2025

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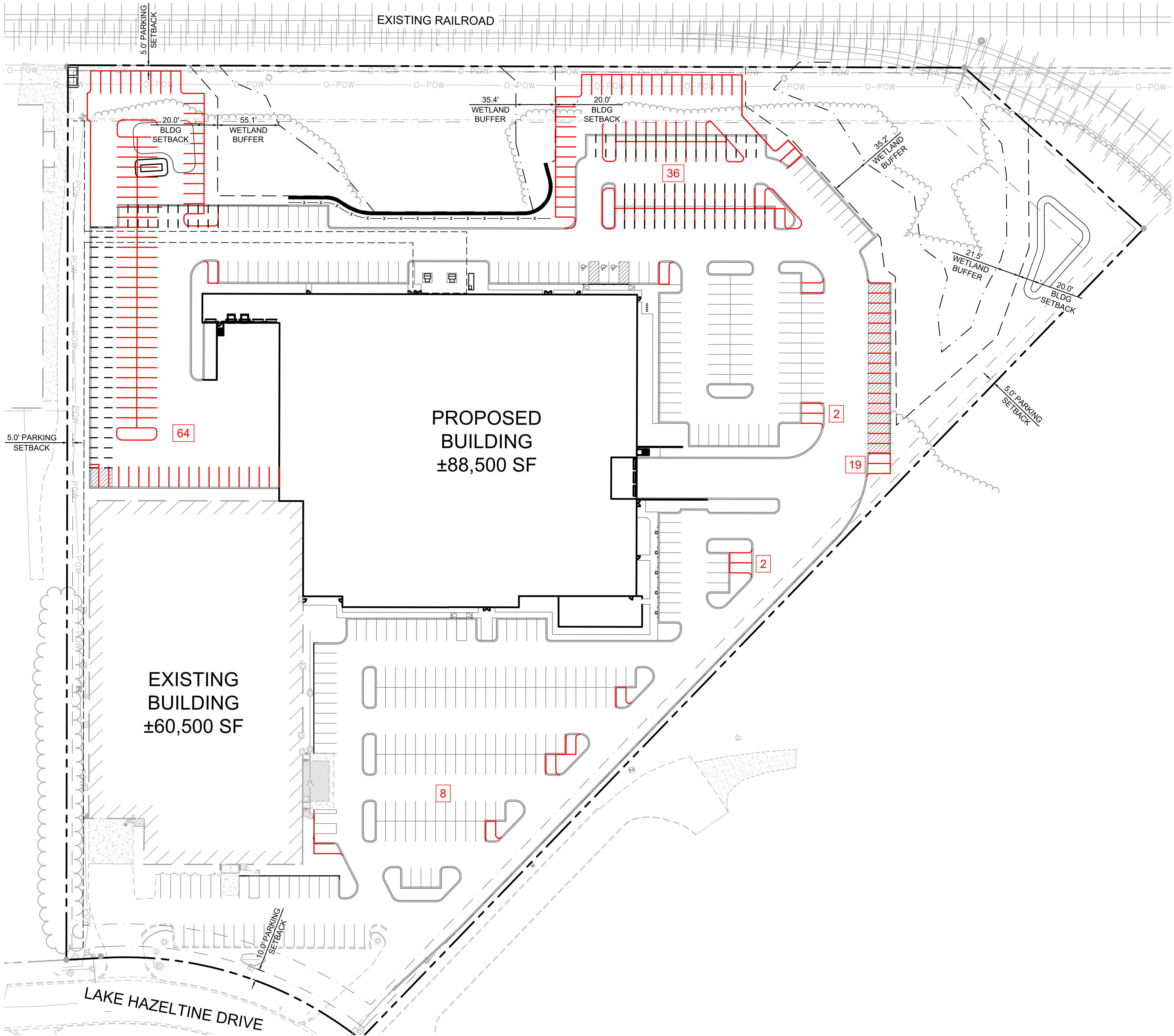
Beckman Coulter Expansion Chaska | *Firetruck Turning Exhibit*

Chaska, MN

Project # 161254000 April 30, 2025

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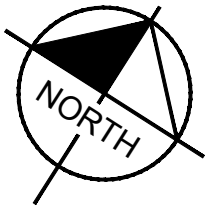
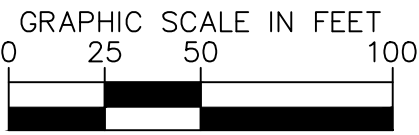
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LEGEND

PROOF OF PARKING

PARKING SUMMARY	
REQUIRED PARKING	
OFFICE (49,446 / 250 SF)	198 SPACES
MANUFACTURING (106,232 / 350 SF)	304 SPACES
WAREHOUSE (51,446 / 2,000 SF)	26 SPACES
TOTAL SPACES REQUIRED	528 SPACES
TOTAL PROPOSED PARKING	401 SPACES
PROOF OF PARKING (NET ADDITION)	128 SPACES
TOTAL PROOF OF PARKING	528 SPACES
REQUIRED ACCESSIBLE PARKING	9 SPACES
PROPOSED ACCESSIBLE PARKING	9 SPACES



Beckman Coulter Expansion Chaska | *Proof of Parking Concept 1*

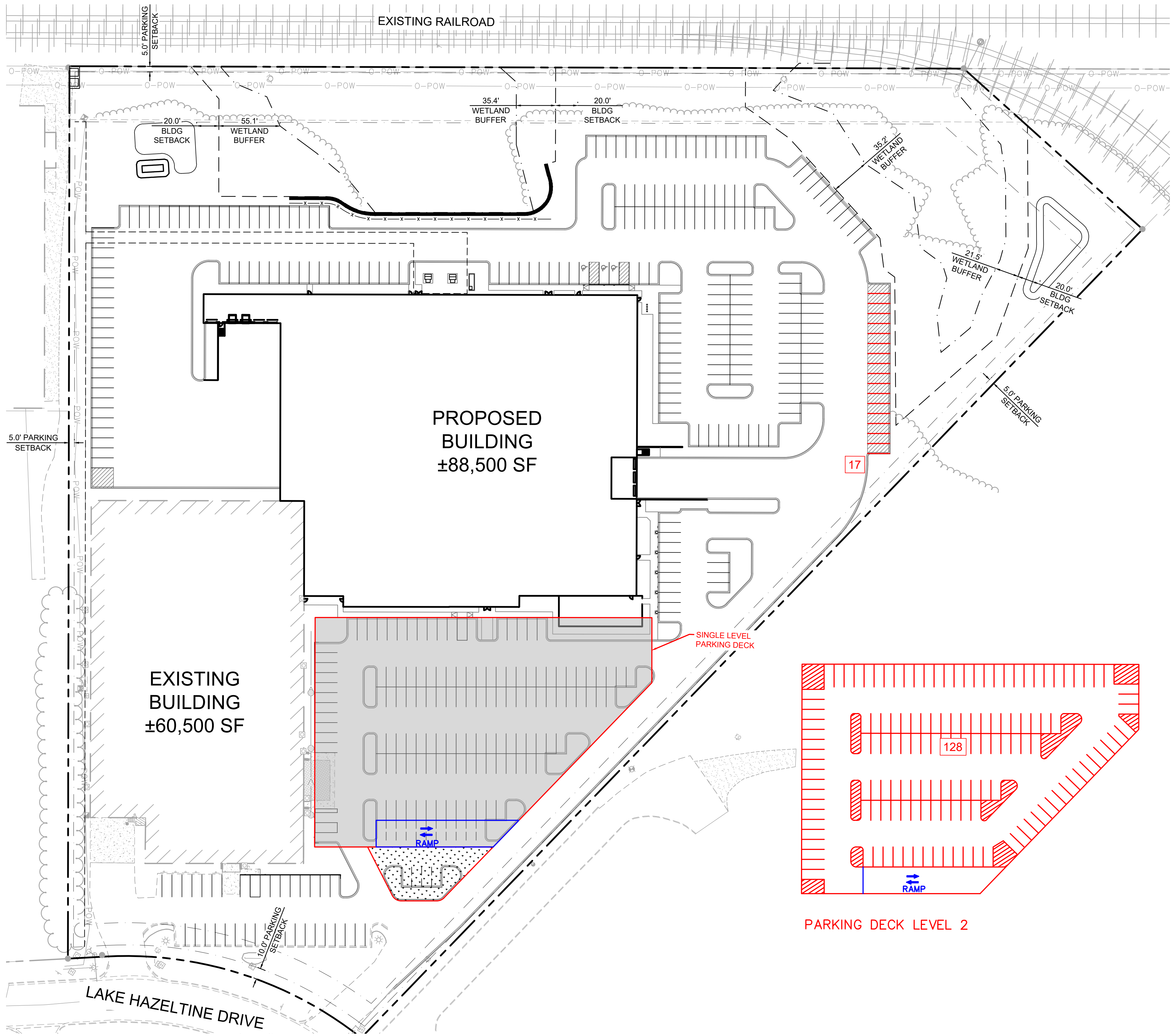
Chaska, MN

Project # 161288000

April 30, 2025

Kimley»Horn

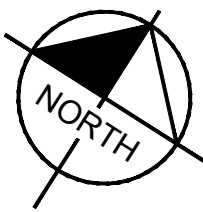
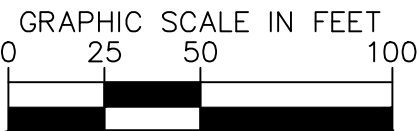
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LEGEND

PROOF OF PARKING

PARKING SUMMARY	
REQUIRED PARKING	
OFFICE (49,446 / 250 SF)	198 SPACES
MANUFACTURING (106,232 / 350 SF)	304 SPACES
WAREHOUSE (51,446 / 2,000 SF)	26 SPACES
TOTAL SPACES REQUIRED	528 SPACES
TOTAL PROPOSED PARKING	401 SPACES
PROOF OF PARKING (NET ADDITION)	145 SPACES
TOTAL PROOF OF PARKING	546 SPACES
REQUIRED ACCESSIBLE PARKING	9 SPACES
PROPOSED ACCESSIBLE PARKING	9 SPACES



Beckman Coulter Expansion Chaska | *Proof of Parking Concept 2*

Chaska, MN

Project # 161288000

April 30, 2025

Kimley»Horn

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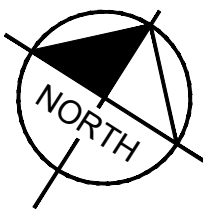
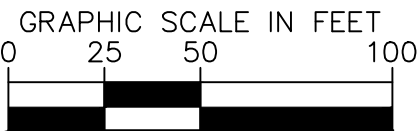
WETLAND SUMMARY			
WETLAND 1		WETLAND 2	
WETLAND QUALITY/TYPE*	MANAGE 2 / MEDIUM	WETLAND QUALITY/TYPE*	MANAGE 2 / MEDIUM
EXISTING AREA	0.98 AC	EXISTING AREA	0.52 AC
IMPACTED AREA	0.37 AC	IMPACTED AREA	0.00 AC
PROPOSED AREA	0.61 AC	PROPOSED AREA	0.52 AC
CITY OF CHASKA MINIMUM BUFFER	20 FT	CITY OF CHASKA MINIMUM BUFFER	20 FT
CITY OF CHASKA AVERAGE BUFFER	25 FT	CITY OF CHASKA AVERAGE BUFFER	25 FT
CCWMO BUFFER	20 FT	CCWMO BUFFER	20 FT
CCWMO ADDITIONAL SLOPE BUFFER	15 FT	ADDITIONAL SLOPE BUFFER	15 FT
MINIMUM PROPOSED BUFFER**	0 FT	MINIMUM PROPOSED BUFFER	20 FT
AVERAGE PROPOSED BUFFER	+/- 26 FT	AVERAGE PROPOSED BUFFER	+/- 31 FT

*WETLAND TYPE AND QUALITY WILL BE VERIFIED DURING THE 2025 GROWING SEASON.
**MINIMUM BUFFER ADJACENT TO PROPOSED RETAINING WALL IS 0 FT.

LEGEND

- EXISTING WETLAND
- IMPACTED WETLAND
- PROPOSED WETLAND BUFFER
- PROPOSED 20FT WETLAND BUILDING SETBACK
- PROPOSED TEMPORARY WETLAND IMPACT

BUFFER WIDTH CALCULATIONS			
WETLAND 1		WETLAND 2	
TOTAL WETLAND PERIMETER	+/-477 FT	TOTAL WETLAND PERIMETER	+/-640 FT
TOTAL PROPOSED BUFFER AREA	+/-12,267 SF	TOTAL PROPOSED BUFFER AREA	+/-20,049 SF
AVERAGE PROPOSED BUFFER	+/-26 FT	AVERAGE PROPOSED BUFFER	+/-31 FT
WETLAND PERIMETER >15% SLOPE INCREASE	N/A	WETLAND PERIMETER >15% SLOPE INCREASE	+/-289 FT
PROPOSED BUFFER AREA >15% SLOPE INCREASE	N/A	PROPOSED BUFFER AREA >15% SLOPE INCREASE	+/-12,877 SF
>15% SLOPE INCREASE PROPOSED BUFFER	N/A	>15% SLOPE INCREASE PROPOSED BUFFER	+/-38 FT
TYPICAL SLOPE WETLAND PERIMETER	+/-477 FT	TYPICAL SLOPE WETLAND PERIMETER	+/-352 FT
TYPICAL SLOPE PROPOSED BUFFER AREA	+/-12,267 SF	TYPICAL SLOPE PROPOSED BUFFER AREA	+/-9,074 SF
TYPICAL SLOPE PROPOSED BUFFER	+/-26 FT	TYPICAL SLOPE PROPOSED BUFFER	+/-26 FT



Beckman Coulter Expansion Chaska | Wetland Buffer Exhibit

Chaska, MN

Project # 161288000 APRIL 29, 2025

Kimley»Horn

2025 KIMLEY-HORN AND ASSOCIATES, INC.



1. VIEW FROM LAKE HAZELTINE DRIVE, LOOKING NORTHWEST



2. VIEW FROM SE CORNER OF SITE, LOOKING NORTHWEST



3. VIEW NORTH OF BUILDING 316, LOOKING NORTHWEST AT WETLAND #1



4. VIEW FROM NORTHEAST OF BUILDING 316, LOOKING NORTHEAST AT WETLAND #2

KEY PLAN:



CONSULTING ARCHITECT/ENGINEER
CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
1251 NW BRIARCLIFF PARKWAY
SUITE 500
KANSAS CITY, MO 64116
PHONE: 816-880-9800
FAX: 816-880-9898

PROJECT TITLE
CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
A	EEA	06NOV2024	CONCEPT SITE PLAN REVIEW
B	EEA	04MAR2025	PRELIMINARY SITE PLAN REVIEW
C	EEA	06MAY2025	FINAL SITE PLAN REVIEW

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SCALE:		CHECKED BY:	Checker
SHEET SIZE:	30x42	APPROVED BY:	Approver

DRAWING TITLE
EXISTING CONDITIONS
PHOTOGRAPHS

DRAWING NUMBER
A0-00



EXISTING
BUILDING
318

EXISTING
BUILDING
316

EXISTING
BUILDING
312



CONSULTING ARCHITECT/ENGINEER
CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
ORB ARCHITECTS-ENGINEERS P.C.
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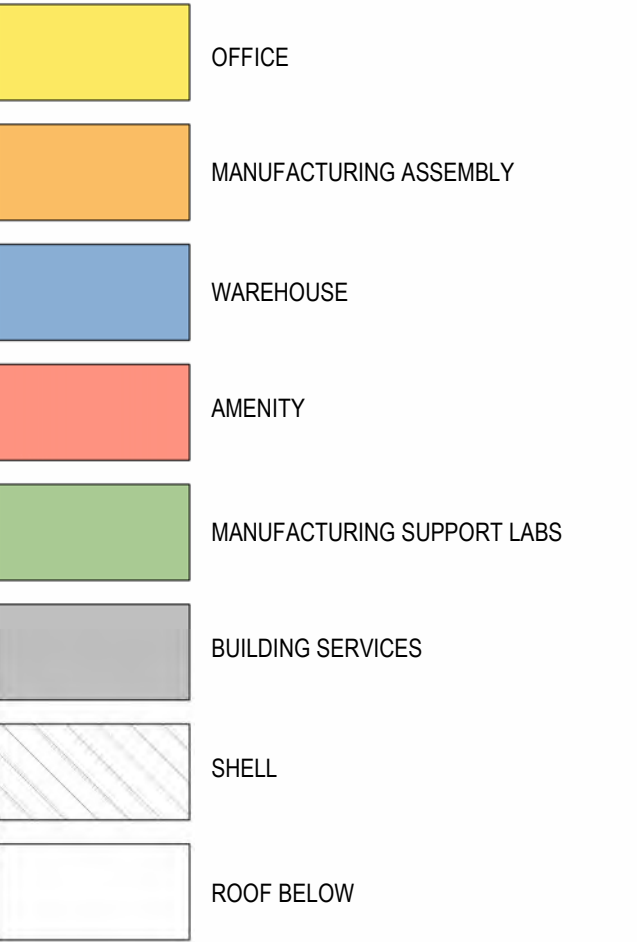
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DRAWING TITLE
EXISTING SITE

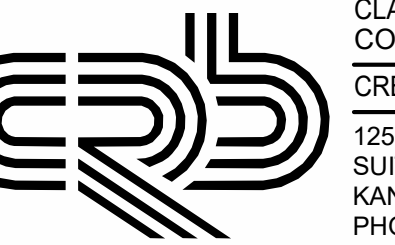
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A1-00



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CONSULTING ARCHITECT/ENGINEER



MARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
B ARCHITECTS-ENGINEERS P.C.
1 NW BRIARCLIFF PARKWAY
SUITE 500
KANSAS CITY, MO 64116
PHONE: 816-880-9800
FAX: 816-880-9898

SUBJECT TITLE

CHASKA HARDWARE EXPANSION

[illegible]

INSEE

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HEET SIZE: 30x42	APPROVED BY: Approver

MOVING TITLE

SPACE FUNCTION DIAGRAMS LEVEL 1

IVING NUMBER

A1-01

EXISTING BUILDING PHOTOS:



EXISTING SITE SIGNAGE

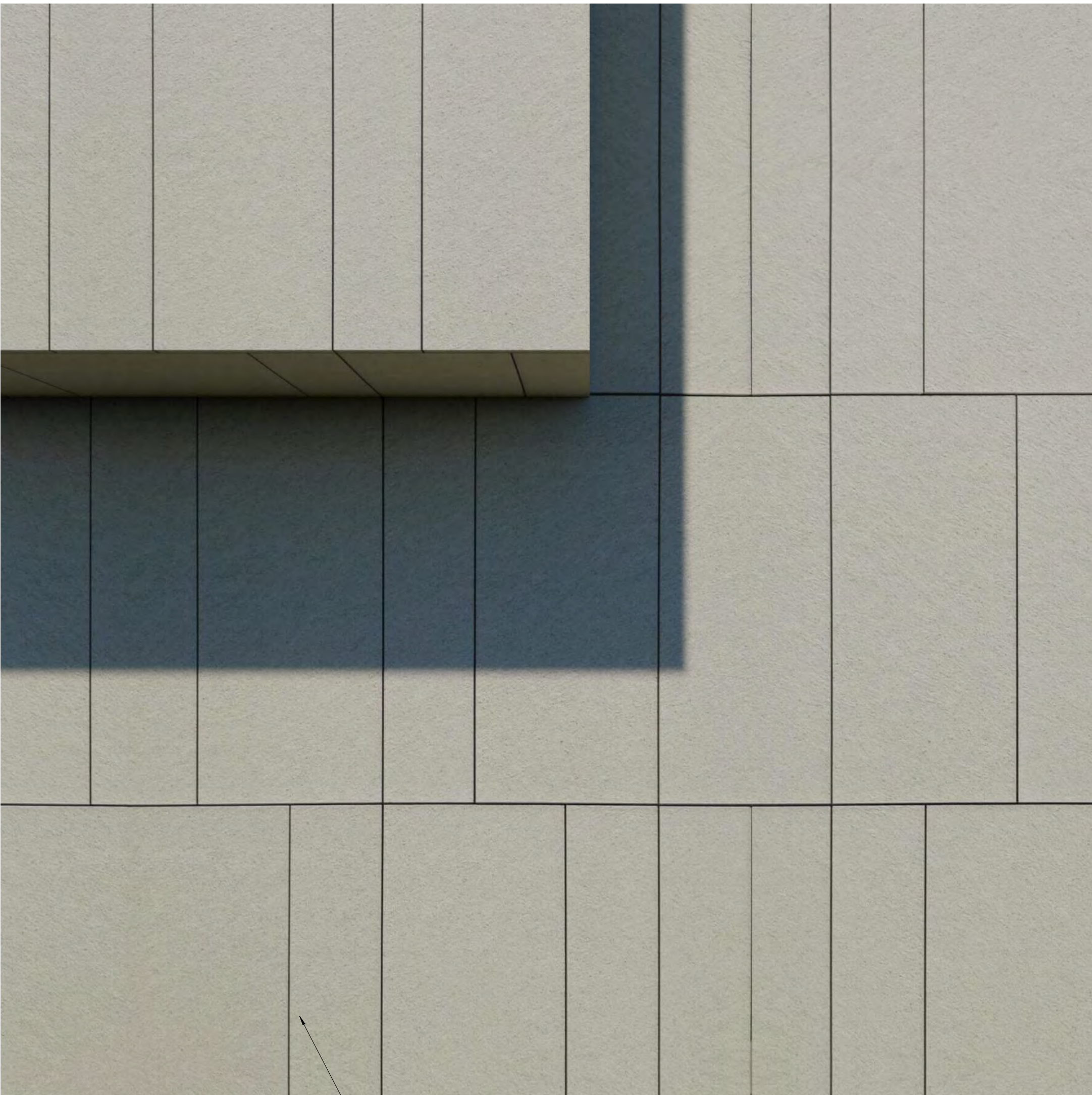
CURTAIN WALL ENTRANCE

METAL ENTRANCE FRAMING

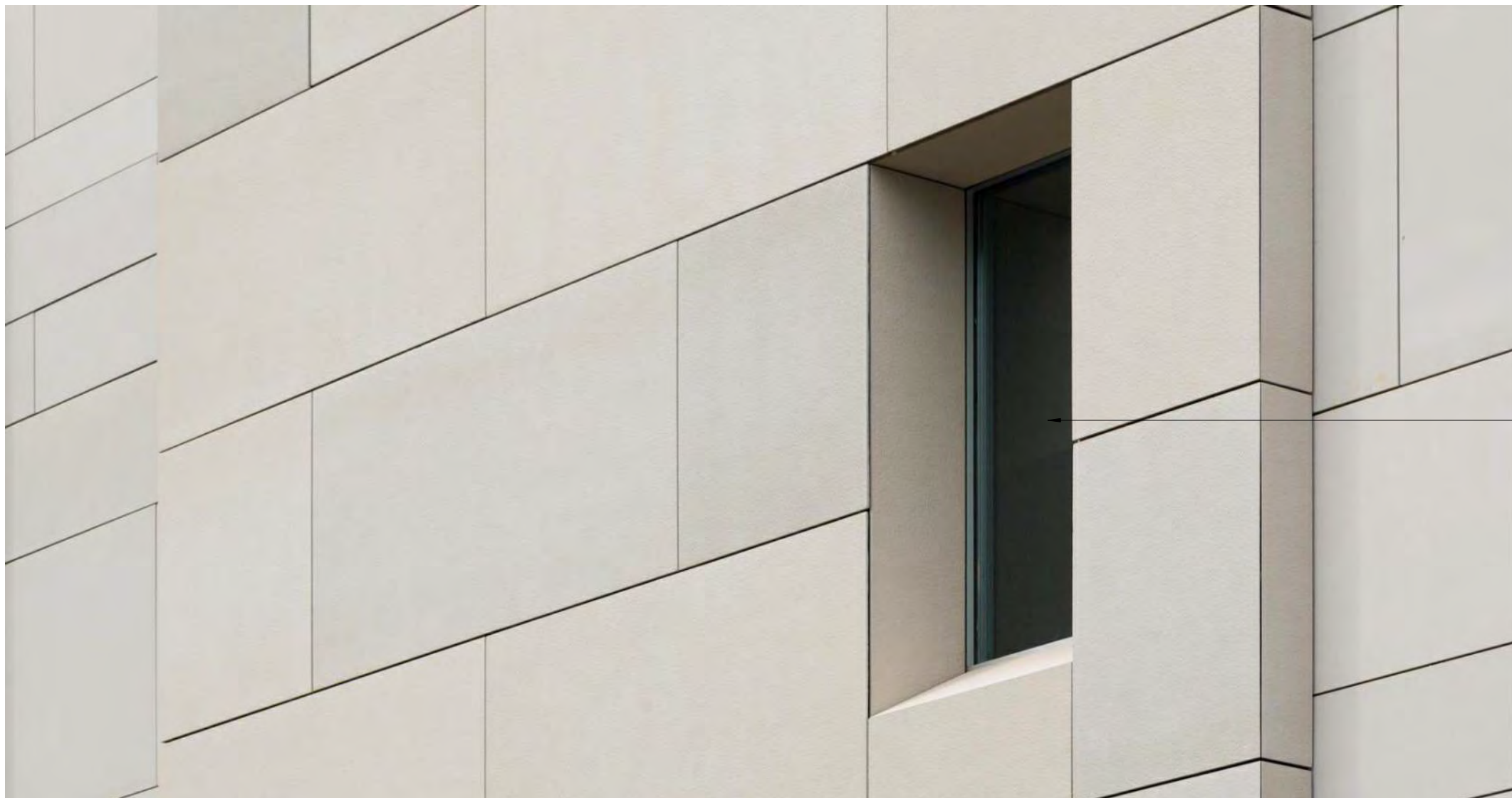
TILT-UP AND PRECAST CONCRETE FAÇADE

PUNCHED OPENINGS

PRECEDENT IMAGERY:



PRECAST PANELS
WITH REVEALS



PUNCHED OPENINGS



GLAZED ENTRANCES



CONSULTING ARCHITECT/ENGINEER
CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
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KANSAS CITY, MO 64116
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PROJECT TITLE
CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
A	EEA	06NOV2024	CONCEPT SITE PLAN REVIEW
B	EEA	04MAR2025	PRELIMINARY SITE PLAN REVIEW
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PROJ. NO.	240396	DESIGNED BY:	Designer
SCALE:	NONE	CHECKED BY:	Checker
SHEET SIZE:	30x42	APPROVED BY:	Approver

DRAWING TITLE
BUILDING MATERIALS
AND PRECEDENTS

DRAWING NUMBER
A1-03

EXISTING WITH BUILDING ADDITION, STREET VIEW



BUILDING ADDITION, PERSPECTIVE VIEW



CLIENT

**BECKMAN
COULTER**

CONSULTING ARCHITECT/ENGINEER



CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
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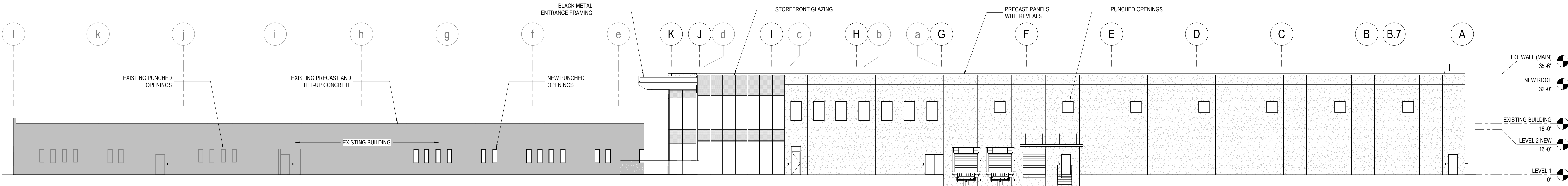
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SCALE:	NONE	CHECKED BY:	Checker
SHEET SIZE:	30x42	APPROVED BY:	Approver

DRAWING TITLE

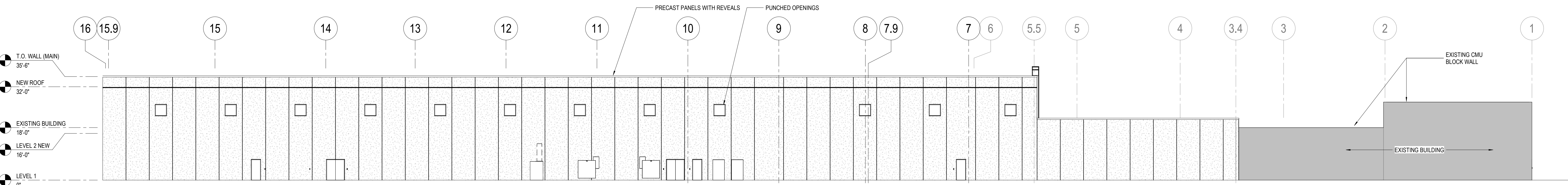
RENDERINGS

DRAWING NUMBER

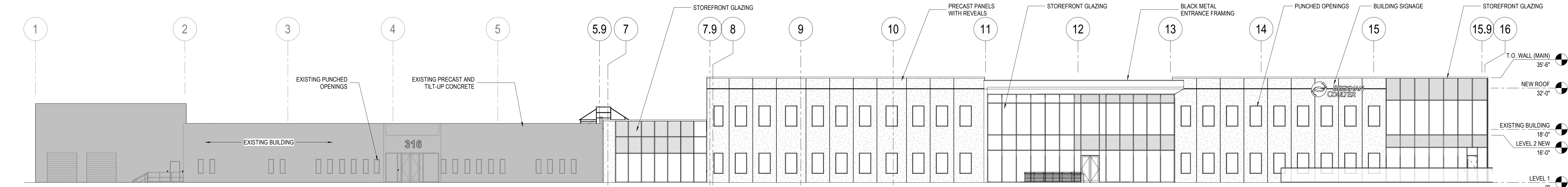
A1-04



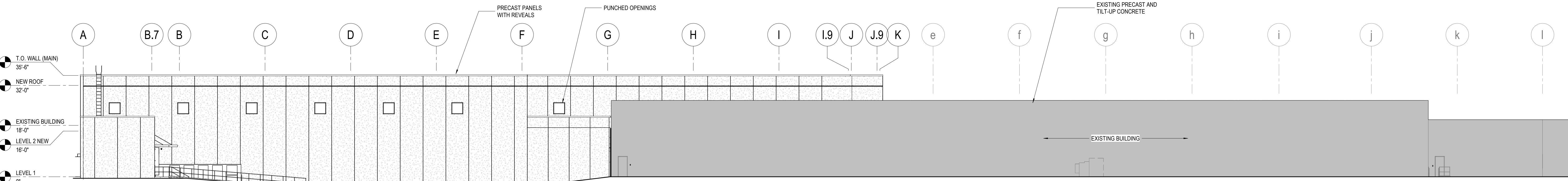
1 EAST EXTERIOR ELEVATION
1/16" = 1'-0"
PERCENTAGE MAKEUP OF MATERIALS: 2% METAL, 10% STOREFRONT GLAZING, 84% PRECAST, 4% PUNCHED OPENINGS



2 NORTH EXTERIOR ELEVATION
1/16" = 1'-0"
PERCENTAGE MAKEUP OF MATERIALS: 83% PRECAST, 2% PUNCHED OPENINGS, 15% CMU



3 SOUTH EXTERIOR ELEVATION
1/16" = 1'-0"
PERCENTAGE MAKEUP OF MATERIALS: 3% METAL, 28% STOREFRONT GLAZING, 56% PRECAST, 13% PUNCHED OPENINGS



4 WEST EXTERIOR ELEVATION
1/16" = 1'-0"
PERCENTAGE MAKEUP OF MATERIALS: 98% PRECAST, 2% PUNCHED OPENINGS



CLARK, RICHARDSON AND BISKUP
CONSULTING ENGINEERS, INC.
CRB ARCHITECTS-ENGINEERS P.C.
1251 NW BRIARCLIFF PARKWAY
SUITE 500
KANSAS CITY, MO 64116
PHONE: 816-880-9800
FAX: 816-880-9898

CHASKA HARDWARE EXPANSION

REV	BY	DATE	DESCRIPTION
A	EEA	06NOV2024	CONCEPT SITE PLAN REVIEW
B	EEA	04MAR2025	PRELIMINARY SITE PLAN REVIEW
C	EEA	06MAY2025	FINAL SITE PLAN REVIEW

NOT FOR CONSTRUCTION

INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL. THIS DOCUMENT IS NOT TO BE USED, REPRODUCED, OR DISCLOSED IN WHOLE OR PART WITHOUT THE PRIOR WRITTEN PERMISSION OF BECKMAN COULTER.

PROJ. NO.	240396	DESIGNED BY:	Designer
SCALE:	1/16" = 1'-0"	CHECKED BY:	Checker
SHEET SIZE:	30x42	APPROVED BY:	Approver

ELEVATIONS
NEW BUILDING ADDITION

A1-05

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
6/16/2025**

Subject: Temporary On-Sale Intoxicating License for Flags and Honor of Minnesota

Prepared By: Denise Beebe – Senior Clerk

Flags and Honor of Minnesota, 195 Northgate Blvd., Chaska, Minnesota, has made an application for a 1-day Temporary On-Sale Intoxicating License for their summer car, bike, and tractor show held at Chaska Lion's Park on Saturday, August 2, 2025.

This will be the eleventh year for the popular event and funds raised go to benefit local veterans.

City approval is required for the application. The applicant has provided the application, certificate of liquor liability and paid the requisite fee of \$50 (\$50/day of the event).

Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to approve the Temporary On-Sale Intoxicating License TW 25-05 for Flags and Honor of Minnesota, which allows them to serve intoxicating beverages at their car, bike, and tractor fundraising event, on August 2, 2025.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
6/16/2025**

Subject: Temporary On-Sale Intoxicating License for Chaska Lions Club

Prepared By: Denise Beebe, Senior Clerk

The Chaska Lions Club has made application for a 3-day Temporary On-Sale Intoxicating License which will allow them to serve wine and strong beer at Chaska River City Days July 25th – 27th.

City Council approval is required for the application.

Applicant has provided all required documentation and paid the appropriate fee fee of \$150 (\$50/each day of the event).

Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to approve Temporary On-Sale Intoxicating License TW 25.06 for the Chaska Lions Club, that allows them to serve intoxicating beverages at Chaska City River Days, on July 25th – 27th, 2025.

REQUEST FOR ACTION
CHASKA PLANNING COMMISSION
06/18/2025

Subject: Development Agreement between City of Chaska and Coventry Properties of Chaska, LLC

Prepared By: Nate Kabat, Community Development Director

BACKGROUND

On June 20, 2022, City Council made a motion to approve the final site and building plan for a 32-unit assisted living and memory care facility to be developed at the southeast corner of Pioneer Trail and Hundertmark Road. At the time, the project name was "Cantissimo of Chaska" and the developer was Anasazi Holdings, LLC. Since that time, the property has been sold to Coventry Properties of Chaska, LLC who is pursuing development of the approved project under the name of "Suite Living of Chaska".

Coventry Properties has taken steps to finalize the plat for the property and is prepared to record the plat with Carver County. The recorded plat will trigger development fees to be paid, which creates the need for a development agreement between the City of Chaska and Coventry Properties. Of note, the developer is electing to assess the development fees to the property. The interest on this special assessment would be 5.75% based on the city's current cost to borrow funds. By policy, the special assessment would include an additional 1.5% administrative fee. The option to assess development fees is a standard option the city provides within development agreements.

The development agreement is attached to this memo.

CITY COUNIL ACTION REQUESTED:

Motion to authorize the Mayor and City Administrator to sign the Development Agreement between City of Chaska and Coventry Properties of Chaska, LLC.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA
DEVELOPER'S AGREEMENT
FOR PRIVATE INSTALLATION OF PUBLIC IMPROVEMENTS
SUITE LIVING OF CHASKA**

PLANNING PROJECT FILE NO. 2022-34

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Chaska, a municipal corporation organized under the laws of the State of Minnesota (the "City") and Coventry Properties of Chaska, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer owns property within the corporate limits of the City described on the final plat of Suite Living of Chaska of Chaska as follows:

Lot 1, Block 1, SUITE LIVING OF CHASKA, Carver County, Minnesota (EXHIBIT B)

(the "Subdivision" or the "Property"), the underlying legal description of which is described on the attached Exhibit A; and

WHEREAS, the City Council, by Resolution No. 2022-71, adopted 6/20/2022, granted final approval to the Subdivision, then bearing the name "Cantissimo of Chaska", on the condition that the Developer, as successor-in-interest to the original applicant, would provide for the installation of certain improvements and other conditions of the approving resolution (which is incorporated by reference); and

WHEREAS, the City's ordinances require the payment of certain fees for utility access and availability for the development of property within the City.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. GENERAL PROVISIONS:

(A) Payment of City Costs. The Developer shall reimburse the City for the City's out of pocket costs identified herein incurred in: (a) preparing and administering this Agreement; (b) processing the Developer's development proposals for the Property; and (c) monitoring and inspecting the installation of the Plan A Improvements. The out-of-pocket costs to be paid shall include, but not be limited to, attorneys' fees, engineering fees, planning fees other technical or professional assistance and the work of the City staff and employees. The City will monthly invoice the Developer for such out-of-pocket costs including sufficient detail to explain the basis for the invoiced costs.

(B) Attorneys' Fees. The Developer will pay the City's costs and expenses, including reasonable attorneys' fees, in the event a suit or action is brought to enforce the terms of this Agreement provided the City prevails in whole or in part in such suit or action.

(C) Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

(D) Assignment. The Developer may not assign any of its obligations, rights or privileges under this Agreement without the prior written consent of the City. The City will consider requests by the Developer to assign the Developer's obligations, rights and privileges for a specific phase of the development based upon the financial strength and experience of the proposed assignee. The City's consent will not be unreasonably withheld. Any such assignment, if permitted, will be contingent upon the assignee entering into a separate developer's agreement with the City.

(E) Agreement to Run with Land. This Agreement may be recorded among the land records of Carver County, Minnesota. The provisions of this Agreement shall run with the land and be binding upon the Developer and its successors-in-interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

(F) Releases. The City agrees to execute an instrument of release when the conditions of this Agreement have been met, provided that the City may withhold the execution of the instrument if Developer is in default of any of its obligations under this Agreement. All costs of preparing and recording the releases are the responsibility of the Developer or its successor-in-interest.

(G) Recording. Developer will file the final plat with the Carver County Recorder or Registrar of Titles.

(H) Approving Resolution. The Developer shall comply with all terms and conditions approving the final plat of the Property which resolution (and exhibits thereto) are incorporated into this Agreement, including all attachments, plans, specifications, and other documents referred to in the resolution.

(I) Representations of Developer. As inducement for the City's approval of the engineering specifications, its authorization to proceed with construction, and its entering into this Agreement, the Developer represents and warrants to the City:

- 1) The Developer has the authority to enter into this Agreement, and that upon the approval of the final plat of SUITE LIVING OF CHASKA by the City, the Developer is prepared to develop the Property.
- 2) The Developer intends to use the Property solely for the purpose of establishing a multi-unit residential Development in accordance with City Ordinance.
- 3) To the best of the Developer's knowledge, the proposed development of the Property complies with all county, state and federal laws and regulations.
- 4) To the best of the City's and the Developer's knowledge, the Subdivision does not require an additional Environmental Assessment Worksheet or an Environmental Impact Statement, but Developer shall prepare the same if required to do so by any other governmental entity pursuant to law and shall reimburse City for reasonable expenses incurred by City in connection with the preparation of the review, including staff time and attorneys' fees.
- 5) To the best of the Developer's knowledge, the subdivision of the Property complies with all wetland protection legislation.
- 6) The City shall inform Developer of any knowledge it has or may receive in regard to any noncompliance with subparagraphs 3), 4) and 5) above.

2. PRIVATE IMPROVEMENTS: In accordance with the policies and ordinances of the City, the following described improvements (hereinafter collectively called the "Plan A Improvements") and any and all improvements to be constructed by Developer, as included in the Subdivision approving resolution, shall be constructed and installed on the terms and conditions set forth:

- a) Site grading;
- b) A southbound left turn lane on Hundertmark Road (hereinafter called "Street Improvements");
- c) Permanent street surfacing, concrete curb and gutter installation within the Subdivision in accordance with the plans created by Demarc Surveying & Engineering, and dated April 21, 2022.
- d) Realignment of the existing pedestrian trail according to the approved plans and specifications, as prepared by Demarc Surveying & Engineering, and dated April 21, 2022.
- e) Storm sewers, including all reasonably necessary catch basins, inlets and other appurtenances within the Subdivision;

- f) Sanitary sewer laterals or extensions, including all necessary building services and other reasonably necessary appurtenances within the Subdivision;
- g) Watermain laterals or extensions necessary to serve the Subdivision, including all reasonably necessary building services, hydrants, valves and other appurtenances within the Subdivision;
- h) Landscaping such as boulevard trees, entry monuments, and required screening/buffer shall be in accordance with the approved Landscape Plan and other submittals.

3. ELECTRICAL IMPROVEMENTS. The City shall install such Electric Distribution System Improvements as are necessary for the Subdivision, as determined by the Electric Director. The Developer shall pay 100% of the total cost of Street Light Improvements and 40% of the total cost of the Electric Distribution System Improvements. For purposes of this Agreement: i) "Street Light Improvements" means lighting and associated poles, crossarms, wiring transformers, pedestals and any other reasonably necessary appurtenances; and ii) "Electric Distribution System Improvements" means electric distribution system improvements including poles, crossarms, wiring, transformers, pedestals and any other reasonably necessary appurtenances.

4. PUBLIC LAND DEDICATION: Dedication of Land or Cash Equivalent for Park/Open Space Use shall be in conformance with Section 9, Subdivision Ordinance No. 252. Pursuant to said Ordinance the Developer and City hereby acknowledge that there is due and payable to the City under the terms of said section by the Developer, which amount is due and payable at the time of final approval of the Subdivision either by payment in cash or land or a combination of cash and land. All cash payments must be paid before the City releases the plat for filing unless such amounts are assessed pursuant to Section 11 and 14 herein. All parkland shall be conveyed to the City by deed concurrent with the execution of the plat. For the purposes of the Subdivision it is agreed that parkland dedication requirements shall be fulfilled as follows:

Total Parkland Dedication Requirement:	_____ 32 _____ Units
Park Land Fee:	_____ \$2,130 _____ /Unit
Total Parkland Fee:	_____ \$68,160 _____

4. WARRANTY BY DEVELOPER: The Developer hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that Developer's interest in the Subdivision is fee owner (indicate whether fee owner, vendee under Contract for Deed from named Vendor, or other vested interest) and will supply to City a list of any mortgagees.

5. PLAN A IMPROVEMENTS: The Developer shall construct and install, at Developer's sole expense, the Plan A Improvements listed in Section 2 according to the approved plans and specifications, as prepared by Demarc Surveying & Engineering, and dated April 21, 2022.

6. CONTINGENT RELEASE OF PLAT/ PROOF OF TITLE: The City may withhold the signed plat from Developer until Developer presents the City with evidence satisfactory to the City that Developer has obtained the cross access easement required as approval condition 16 of Resolution 2022-71.

Prior to release of the Final Plat, the Developer shall provide an updated and certified Abstract of Title and/or Registered Property Abstract as required by Minn. Stat. §505.03, or in the alternative, the Developer may provide a commitment for a title insurance policy for the Property. The evidence of title shall be subject to the review and approval of the City Attorney to determine which entities must execute the Final Plat and other documents to be recorded against the Property. Further, the Developer shall provide the City with evidence, which sufficiency shall be determined by the City, that all documents required to be recorded pursuant to this Agreement are recorded and all conditions for release of the Final Plat have been met prior to the City approving any building permits or other permits applicable to the development of the Subdivision.

7. AREA, TRAIL AND PARK CHARGES AND CREDITS: For the purpose of paying for the establishment, obtainment, construction, reconstruction, repair, replacement, upkeep, depreciation, enlargement and improvement of the City's infrastructure system, every lot or parcel of land developed and subdivided in accordance with Chaska City Code shall be charged the following amounts:

Storm Area

Acres: 2.10
Acreage Fee: 40% of \$12,738
Total Storm Area Charge: \$10,699.92

Parkland Dedication

Total Units: 32
Per Unit Fee: \$2,130
Total Parkland Fee: \$68,160

Water Area

Acres: 2.10
Acreage Fee: \$3,100
Total Water Area Charge: \$6,510.00

Bituminous Trail

Total Lots/Units: 32
Per Unit Fee: \$313
Total Bituminous Fee: \$10,016.00

Sanitary Sewer Area

Acres: 2.10
Acreage Fee: \$4,161
Total Sanitary Sewer Area Charge: \$8,738.10

Summary of Area, Trail, & Park Charges/Credits	Totals	Payment Methods: Any charges not paid at time of platting will be assessed over a five (5) year term at an interest rate of set by the City. Any charges assessed shall be subject to a 1.5% administrative fee which will be applied at the time of assessment certification.
Storm Area Charge	\$10,699.92	
Water Area Charge	\$6,510.00	
Sanitary Sewer Charge	\$8,738.10	
Parkland Dedication Fee	\$68,160.00	
Bituminous Trail Fee	\$10,016.00	
Total Standard Area Fees	\$104,124.02	

TOTAL	\$

CHOOSE PAYMENT METHOD	To be Paid	To be Assessed	Date	Initials
\$104,124.02 - Area Fees				

(A) Waiver of Irregularity. Developer petitions for assessment and waives any notice, rights and claims it may have under Minn. Stat. § 429 that any part of the City's approval process or the assessment process in relation to the area, trail and park charges to be assessed is improper or invalid and Developer specifically waives any objection to any assessment imposed by the City against the Property for any area, trail and park changes.

(B) Assessment Appeals. Developer waives any and all right or claim that it may have to object to or appeal the amount of any assessment for the area, trail and park charges against the Property including, but not limited to, any claims based upon any irregularities in the assessment proceedings; any claims that the amount assessed exceeds the benefit to the Property; and any claims that the amounts assessed were unfairly or inequitably assessed.

(C) Security. No security required.

8. DESIGN, CONSTRUCTION, ETC. OF PLAN A IMPROVEMENTS:

(A) Construction Plan and Approval Thereof. The Developer will engage, at Developer's expense, a duly registered professional civil engineer authorized to practice within the State of Minnesota to prepare detailed plans and specifications for the complete installation of all Plan A Improvements in accordance with good engineering practices and in accordance with the City Engineering Guidelines and submit same to the City Engineer for written approval prior to commencement of construction.

(B) Services to be performed by City and Payment Therefor.

- 1) The City will review and approve plans and specifications prepared by Developer's Engineer, provide construction inspection of methods, materials and work, and conduct final job inspection. Any out of pocket expense incurred by the City during the review process shall be invoiced to the Developer.
- 2) The Developer agrees to pay to the City the actual administrative and inspection costs incurred by the City. The City shall bill the Developer on a monthly basis for these costs and all such bills shall be due and payable within thirty (30) days of their mailing, and if not paid for

within such time by the Developer, the City is authorized to draw against the financial surety.

(D) Construction of Plan A Improvements.

- 1) The construction plans and specifications for this specific project are titled SITE DEVELOPMENT PLANS FOR CANTISSIMO OF CHASKA as prepared by Demarc Land Surveying and Engineering dated April 21, 2022. The City shall be furnished a copy of the project NPDS permit and any other agency permits as part of the plan set.
- 2) Approval of Contractors. (The term of contractor shall include all subcontractors.) Any contractor selected by the Developer to construct and install any Plan A Improvement shall be subject to approval by the City. The City reserves the right to require evidence of competency and adequate financial status of any contractor.
- 3) Construction. The construction, installation, materials and equipment shall be in accordance with the approved plans and specifications, the General and Special Conditions, and the City Engineering Guidelines.
- 4) Insurance. The Developer shall cause each person with whom Developer contracts for the construction and installation of said Plan A Improvements to furnish the City with evidence of complete insurance coverage, including worker's compensation, liability and property damage. No construction shall commence until the City receives said insurance certificates and same are approved by the City.
- 5) Completion Date. Subject to force majeure, all Plan A Improvements shall be completed not later than November 15th, 2025, unless a later date is approved, in writing, by the City Engineer.
- 6) Project Coordination. The Project Coordination Requirements attached as Exhibit B (the "Project Coordination Requirements") apply to construction of the Improvements and are incorporated as terms of this Agreement.
- 7) As-Builts. The Developer shall prepare the "as built" construction documents to the City.

9. **DRAINAGE AND WATERSHED:** The Developer is obligated to comply with Carver County Water Management Organization ("CCWMO") requirements for storm water including Best Management Practices ("BMP's") for runoff volume control.

10. **GENERAL:**

(A) Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of their heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land. Reference herein to Developer, if there be more than one, shall mean each and all of them. This Agreement, at the option of the City, shall be placed of record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Subdivision and all recording fees, if any, shall be paid by the Developer.

(B) Notices. Any notices permitted or required to be given or made pursuant to this Agreement shall be delivered personally or mailed by United States mail to the addresses hereinafter set forth by certified or registered mail. Such notices, demand or payment shall be deemed timely given or made when delivered personally or when deposited in the United States mail in accordance with the above. Addresses of the parties hereto are as follows:

If to the City:	c/o City Engineer Chaska City Hall One City Hall Plaza Chaska, Minnesota 55318-1962
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If to the Developer:	Attn: Dan Brown Coventry Properties of Chaska, LLC 1854 Buerkle Rd White Bear Lake MN 55110
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(D) Acceptance of Completed Improvements. The City Council of the City shall accept said Plan A Improvements or portions thereof, upon the certification by the City Engineer that the work has been completed in conformance with the terms of the Developer's Agreement and the General and Special Conditions and in accordance with the City Engineering Guidelines, including submission of as-builts.

(E) Data Practices Compliance. The Developer will have access to data collected or maintained by the City to the extent necessary to perform the Developer's obligations under this Agreement. The Developer agrees to maintain all data obtained from the City, as it relates to the Improvements, in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, or other applicable law (the "Act"). The Developer will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, the Developer will immediately notify the City. The City shall provide written direction to the Developer regarding the request within a reasonable time, not to exceed 10 days. The City agrees to indemnify, hold harmless and defend the Developer for any liability, expense, cost, damage, claim, and action, including reasonable attorneys' fees arising out of, or related to, the Developer complying with the City's direction. Subject to the above, the Developer agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City because of the Developer's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, the Developer agrees to return all data to the City, as requested by the City.

(F) Survival. Any obligations in this Agreement to indemnify or hold another party harmless shall survive the expiration or earlier termination of this Agreement.

(G) Incorporation by Reference. All General and Special Conditions plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully set out herein in full.

(H) Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials and employees, shall not be personally liable or responsible in any manner to the Developer, the Developer's contractor(s) or subcontractor(s), material suppliers, laborers or any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement. The Developer will hold the City, its officials, consultants, agents and employees harmless from all such claims, demands, damages, or causes of action and costs, disbursements and expenses of defending the same, including, but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees.

(I) Permits/Restrictions on Issuance. If the Developer fails to comply with any of the provisions of this Agreement, the City may refuse to issue a building permit or a certificate of occupancy for any lot in the Property. Developer agrees to inform purchasers of any lots(s) of the existence of this Agreement and the obligations and restrictions created herein prior to the completion of the sale. Developer agrees to save and hold City harmless from any and all claims or actions brought by third parties arising from the withholding or the right to withhold the issuance of such permits and certificates.

(J) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Minnesota, exclusive of choice of law provisions.

(K) Time is of the Essence. Time is of the essence in the performance of the terms and obligations of this Agreement.

11. EVENTS OF DEFAULT AND REMEDIES ON DEFAULT:

(A) Events of Default. The following shall be Events of Default under this Agreement:

- 1) Failure by the Developer to observe and substantially perform any covenant, condition, obligation, or agreement to be observed or performed by it under the terms of this Agreement.
- 2) If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- 3) If the Developer shall file a petition under the federal bankruptcy laws, or is adjudicated a debtor in an involuntary proceeding.
- 4) If the Developer fails to diligently pursue the project to completion. Diligently pursue means the Developer has completed the platting, zoning and development process

for a particular phase during a calendar year and has completed the installation of the Plan A Improvements by the end of the following year's construction season unless a separately agreed upon timetable is established for a particular phase which is set forth in a Developer's Agreement or an addendum to a Developer's Agreement.

(B) Remedies on Default. Whenever any Event of Default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at its last known address. If the Developer fails to cure the Event of Default within fifteen (15) days of the date of mailed notice, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:

- 1) Halt all Development work and construction of the Plan A Improvements until such time as the Event of Default is cured.
- 2) Refuse to issue building permits or occupancy permits as to any lot(s) in the Subdivision until such time as the Event of Default is cured.
- 3) Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- 4) If the Event of Default is the failure of Developer to complete, construct, install, or correct the Plan A Improvements in accordance with the plans and specifications and this Agreement, City may perform the construction or work and the Developer shall reimburse City for its expenses. This provision shall be a license granted by the Developer to the City to act, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. In the event the City completes the work pursuant to this paragraph the Plan A Improvements by the City, the Developer, by executing this Developer's Agreement, petitions for the City to complete/correct the installation of the Plan A Improvements and:
 - (i) Waives any notice, rights and claims it may have under Minn. Stat. § 429 that any part of the City's approval process or the assessment process in relation to the completion of the Plan A Improvements or the manner in which the costs are assessed is improper or invalid and Developer specifically waives any objection to any assessment imposed by the City against the Property for the completion of the Plan A Improvements.
 - (ii) Waives any and all right or claim that it may have to object to or appeal the amount of any assessment for the completion of the Plan A Improvements against the Property including, but not limited to, any claims based upon any irregularities in the assessment proceedings; any claims that the amount assessed exceeds the benefit to the Property; and any claims that the amounts assessed were unfairly or inequitably assessed.

- 5) Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.

No remedy available to the City shall be exclusive of any other remedy, nor shall an election by the City to pursue a particular remedy preclude any other remedy, except that the City shall not be entitled to a double benefit which could occur by enforcement of alternate remedies.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed on the day and year above written.

[Signature pages follow.]

SIGNATURE PAGE TO DEVELOPER'S AGREEMENT

CITY OF CHASKA

By _____
Taylor Hubbard, Mayor

By _____
Matt Podhradsky, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Taylor Hubbard and Matt Podhradsky, the Mayor and City Administrator, respectively, of the City of Chaska, a Minnesota municipal corporation under the laws of Minnesota, for and on behalf of the municipal corporation.

Notary Public

SIGNATURE PAGE TO DEVELOPER'S AGREEMENT

DEVELOPER

Coventry Properties of Chaska, LLC

By

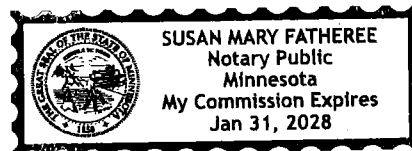
Its

MANAGER

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 10th day of June, 2025, by Tim Eppler, MANAGER of Coventry Properties of Chaska, LLC, a Minnesota limited liability company, for and on behalf of the limited liability company.

Susan M Fatheree
Notary Public



THIS INSTRUMENT IS DRAFTED BY:

City of Chaska
One City Hall Plaza
Chaska, Minnesota 553

EXHIBIT A

Legal Description of Subdivision

That part of the Southeast Quarter of the Northwest Quarter Section 28, Township 116, Range 23 lying southerly of the centerline of Pioneer Trail (County Road 14) and lying easterly of Hundertmark Road.

EXHIBIT B

Project Coordination

Listed below is an outline of project coordination to be performed by the City and the Developer as a part of the Improvements. Capitalized terms have the meanings ascribed to them in the Agreement.

Developer

1. Contract Administration
 - a. The Developer and their registered professional engineer will work directly with their contractor on performing all contract administration throughout the duration of the improvement project.
2. Surveying
 - a. The Developer through their engineer will furnish surveying services to meet all staking requirements for the improvement project. The Developer and their contractors shall incorporate whatever additional methods deemed necessary to incorporate the provided survey information to the construction operation and inspection. The City's inspector shall be copied on all survey information.
3. Testing
 - a. The Developer shall be responsible for hiring a competent testing agency to provide all site grading and materials testing. Testing shall include but not be limited to all site grading, compaction testing, soil borings, and street construction material testing. Copies of all testing reports shall be given to the City. All testing shall meet the Construction Requirements as defined in the City Engineering Guidelines.
4. Project Coordination
 - a. The Developer and the Contractor are responsible for coordinating the Project and the work of others relating to the Project. The Contractor shall work with others to perform the work on the project efficiently and timely until project acceptance. These responsibilities include among others the following:
 - i. Coordinate activities of subcontractors
 - ii. Inform emergency services (Police, Fire) and Post Office of traffic situation as appropriate to Project circumstances.
 - iii. Inform City Inspector and Project Manager of schedule of upcoming activities that will affect their operation.
 - iv. Inform non-municipal utilities (gas, telephone, cable television, etc.) of Project schedule to allow for planning of any activities they wish to coordinate with the Project.
5. Shop Drawings
 - a. The Developer's engineer shall be responsible for reviewing all shop drawings in accordance with City Detail Plates and Engineering Guidelines.
6. Site Grading
 - a. The Developer's engineer and contractors shall be responsible for coordinating all site grading work. Site grading work involves all prep and final grading as noted on the approved plan. All site grading work shall be verified as a part of the City final acceptance process.

City

1. Inspection

- a. The Developer will provide a resident project representative to inspect all improvements within the public right of way or utility easement in conformance with the approved plans, specifications, and City standards.
 - b. No work will be allowed without notifying the resident project representative a minimum of 24 hours beforehand. Any work done on the project without notification to the project representative may be rejected at the City's discretion.
 - c. Changes or modifications to the plans or specifications shall be communicated to the resident project representative and approved by the City prior to them being accepted.
- 2. Coordination of testing in Right of Way
 - a. The resident project representative will coordinate with the Developer's testing agency any and all site grading and materials testing inside of the public right of way.
- 3. Field Notes
 - a. The resident project representative will be responsible for providing field notes for any changes that may deviate from the approved plans.
- 4. As-Builts
 - a. The Developer will be responsible for all work associated with providing as-built construction documents for the improvement project. The City will coordinate with the Developer's engineer for any electronic documents necessary to produce any as-built drawings.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
06/16/2025**

Subject: Approve Alphabet Junction's Request to Terminate the Chaska Community Center Lease Agreement Early

Prepared By: Marshall Grange, Parks and Recreation Director

Background:

Alphabet Junction Childcare Center 5, Inc., operating with the assumed name, Orchard Hill Childcare Centers, has leased space at the Chaska Community Center for 20+ years.

The current Chaska Community Center Lease Agreement commenced on September 1st, 2022, and was a five-year agreement with termination on August 31st, 2027. The current payment the city receives to lease this 2,145 square feet of space is \$4,585.40 per month.

Amber Pass, owner of Alphabet Junction, requested in May 2025 to terminate the Chaska Community Center Lease Agreement early.

The space being leased by Alphabet Junction was identified in the Chaska Community Center master plan to be repurposed for city use as part of future building renovations.

The leased space is of current value to the Chaska Parks and Recreation department to accommodate growth of the Chaska Community Center After School Program and the summer Extreme Kids Program. Both programs are full and have several kids on a waiting list. With additional space for the Parks and Recreation Department to access prior to the start of the upcoming school year, staff will be able to reach out and accommodate the families on the wait list for the after-school care program. Revenues received from expansion of these 2 programs is anticipated to meet, and most likely exceed over time, the revenue received from the lease agreement.

Staff recommendation:

Staff recommend the City Council to approve early termination of the Chaska Community Center Lease Agreement effective August 1, 2025.

CITY COUNCIL ACTION REQUESTED

Approve early termination of the Chaska Community Center Lease Agreement effective August 1, 2025.

REQUEST FOR ACTION CHASKA CITY COUNCIL 6/16/2025

Subject: Innovation Performance Measures for 2025 and 2024 Program Results

Reviewed By: Noel Graczyk, Administrative Services Director

Prepared by: Erica Mattice, Finance Division Director

Each year prior to July 1st, the City must declare the intent of the City to participate in the annual State program for Local Results and Innovation Performance Measures. Participation by the City in the 2025 Program is voluntary, must be approved by City Council resolution, and reported to the State Auditor prior to July 1, 2025. Participation in the 2025 Program will be the twelfth consecutive year of participation by the City.

In accordance with 2024 Program requirements, the City must report on at least 10 of 29 defined standard measures across six defined categories. Attached is a listing of the standard measures and the eleven measures as selected by the City for 2025. Also attached is a report with the 2024 Program results.

The Legislature provides two incentives to cities that participate in the 2024 Program. The first incentive provides cities an additional \$0.14 per capita Local Government Aid (LGA) payment in 2025. With a 2020 Census population of 27,810 the financial incentive to Chaska will be approximately \$3,900.

The second incentive will be the lifting of overall levy limits on taxes payable in future years. This second incentive is of particular importance to Chaska. The current street renovation program anticipates funding from taxes payable in 2026 and future years. The ability for the City to remove levy limits in future years will facilitate implementation of the street renovation program.

Additional LGA aid as provided in 2025 is intended to conduct an annual performance survey based on statistical sampling consistent with prior year surveys. This survey with reduced scope will be consistent with a City-wide survey conducted by the City approximately every five years.

Staff recommends participation in the 2025 Performance Standards Program for cities and therefore, recommends approval of the proposed resolution.

CITY COUNCIL ACTION REQUESTED

Motion to approve adopt Resolution 2025-34 Approving 2025 Performance Measures.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE June 16, 2025 **RESOLUTION NO.** 2025-34

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

A Resolution Approving 2024 Performance Measures

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

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

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

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

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

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 16th day of June 2025.

Taylor Hubbard, Mayor

Attest: _____
Chaska Deputy Clerk

City of Chaska Model Performance Measures Results from 2024

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

General:

- 96% of Chaska citizens believe the overall quality of services provided by the City is good or excellent.*
- According to the Carver County Records for taxes payable in 2024, market value for all real and personal property increased 6.83%.
- 93% of Chaska citizens believe that the overall appearance of the City is good or excellent and heading in the right direction.*
- 84% of citizens rated the quality of city recreational programs and facilities as good or excellent.*

General - Bond Ratings:

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

Police Services:

- From a survey conducted by the Chaska Police Department 96% of citizens said they feel generally safe in Chaska. Also, 89% of residents responded no when asked if they had been a victim of a crime in Chaska within the past year.
- The average police response time for the Chaska Police Department is 4 minutes and 54 seconds.

Fire Services:

- The City of Chaska's insurance industry rating of fire services is 4. The Insurance Service Office issues these ratings throughout the country for the effectiveness of their fire protection services and equipment to protect their community. The classification ranges from 1 to 10, with 1 being the highest ranking.
- The Chaska Fire Department's average response time was 5 minutes and 44 seconds.
- Emergency Medical Services response time was 6 minutes and 21 seconds.

Streets:

- 72% of citizens rated the road conditions for Chaska as good or excellent.*
- 84% of citizens rated the quality of snowplowing on city streets as good or excellent.*

Water:

- 66% of citizens rated the quality of city water supply services as good or excellent.*
- The operating cost per 1,000,000 gallons of water pumped was \$3,521.

Sanitary Sewer:

- 83% of citizens rated the City sanitary sewer services as good or excellent.*
- The number of sewer blockages on the city system per 100 connections was 0.

*City of Chaska Residential Study 2024, by *The Morris Leatherman Company*.

Standard Measures for Cities - Chaska for 2025

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

ended measure

= 2025 Chaska Performance Program Measures

REQUEST FOR ACTION CHASKA CITY COUNCIL 6/16/25

Subject: Resolution 2025-35 Calling for a Public Hearing on Proposed Cable Television Franchise Agreement and Proposed Cable Television Franchise Ordinance

Prepared By: Kevin Wright, Community Engagement Manager

Background

The City entered into a Cable Television Franchise Ordinance (Ordinance No. 687) with Amzak Cable in 2000 for a term of 15 years. During that time, the Franchise has been transferred to Comcast, which now operates a cable system in the City pursuant to the Franchise.

Minnesota State Statute allows the City to enter into a franchise agreement with any cable communications system providing services within the City.

On a federal level, the Telecommunications Act of 1996 requires a franchise for cable operators to provide service in a local municipality, which is also considered a local franchise authority. The Telecommunications Act also established several policies relating to franchising requirements:

- Franchise agreements are nonexclusive and can be granted to one or more franchises within a local franchising authority's jurisdiction.
- Franchise agreements include rights related to the use of the public right-of-way and allows local franchising authorities to charge a Franchise Fee up to five percent of the cable operator's annual gross revenue.

In the current Cable Television Franchise Ordinance, the City receives a five percent franchise fee and a 40 cent per-month-per-subscriber charge for public, educational, governmental programming (PEG).

The City currently has three PEG channels:

- Channel 14 provides programming related to community events, sports, fitness, recreation, and news bulletins
- Channel 15 provides programming related to local government meetings and other public service announcements
- Channel 16 is not currently programmed

The City and Comcast have engaged in informal renewal discussions since 2013, and Comcast has recently proposed a renewal franchise to the City for consideration. The City has retained legal counsel from the offices of Kennedy & Graven, Chartered, who specialize in cable franchise renewals.

On August 2, 2021, the City Council approved a Needs Assessment identifying several cable-related community needs. These considered:

- System and services

- Public, Educational, Governmental (PEG) Programming
- Live Origination Sites
- Franchise Fee
- Service Area
- Franchise Term

Staff and legal counsel have worked with Comcast to negotiate agreeable terms for the renewal of the cable television franchise agreement.

A public hearing is required at least 7 days prior to the adoption of the franchise renewal. Per state statute, a public hearing notice must be published a minimum of 10 days and not more than 30 days before the public hearing. A public hearing notice was published in the Patriot on June 12 2025, which allows a public hearing to happen on June 30, 2025.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2025-35 calling for a public hearing on the proposed cable television franchise agreement and proposed cable television franchise ordinance.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 06/16/2025 **RESOLUTION NO.** 2025-35

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

**Resolution Calling for a Public Hearing on Proposed Cable Television Franchise
Agreement and Proposed Cable Franchise Ordinance**

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

1. Recitals.
 - a) It is a legal requirement that the City hold a public hearing prior to adoption of a resolution adopting the renewal of the cable television franchise agreement and cable franchise ordinance.
2. Hearing. A public hearing on the consideration of the proposed cable television franchise agreement and proposed cable franchise ordinance will be held at the time and place set forth in the Notice of Hearing attached hereto as Exhibit A and hereby made a part hereof.
3. Notice. The City Administrator is hereby authorized and directed to cause notice of said hearing in substantially the form attached hereto as Exhibit A to be given one publication in a newspaper of general circulation in the City more than 10 days but less than 30 days before the hearing. The newspaper must be one of general interest and readership in the City, and the notice must be published at least once.

Adopted by the City Council of the City of Chaska, Minnesota, this 16th day of June 2025.

Taylor Hubbard, Mayor

Attest: _____
Chaska Deputy Clerk

EXHIBIT A
NOTICE OF PUBLIC HEARING
REGARDING PROPOSED CABLE TELEVISION FRANCHISE AGREEMENT AND
PROPOSED CABLE TELEVISION FRANCHISE ORDINANCE

NOTICE IS HERBY GIVEN, that the City Council of the City of Chaska, Minnesota, will hold a public hearing of the Council in the Council Chambers on the second floor of Chaska City Hall, One City Hall Plaza, Chaska, Minnesota, 55318-1962, beginning at 7:00 p.m. on Monday, June 30, 2025, to consider a proposed cable television franchise ordinance and a proposed cable television franchise agreement with Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC.

Members of the public can participate in the public hearing to present their views to the Council in writing before the meeting, in person in the Council Chambers, or via telephone or virtually on Zoom as described in the following link: www.chaskamn.gov/144/City-Council.

The Mayor will allow for public comments and questions at the appropriate time.

To learn more about participating in the meeting, visit www.chaskamn.gov/144/City-Council. The meeting will also be broadcast the Chaska Community Television YouTube channel www.youtube.com/chaskacommunitytelevision. Any questions about participating in the meeting should be directed to the Chaska Communications Department at communications@chaskamn.gov or (952) 448-9200.

Chaska City Council By Order of the City Clerk
Matt Podhradsky City Administrator

REQUEST FOR ACTION CHASKA CITY COUNCIL 6/16/25

Subject: **Public Hearing and Resolution 2025-33 Authorizing Execution of a Tax Abatement Agreement for Beckman Coulter Expansion**

Prepared By: Julie Grove, Economic Development Coordinator

Background

The City's Business Incentive Policy, adopted in 2000 provides City Tax Abatement to encourage jobs, investment, and essential services to Chaska. This policy has been utilized eight times since 2013.

Tax Abatement is an economic development tool in which the State allows municipalities to rebate property taxes to help support costs associated with economic development. Different from Tax Increment Financing, the assistance is limited for up to 20 years and can be utilized from one or a combination of the three local taxing jurisdictions' (city, county, school district) portion of the taxes. It is typically used to stimulate private investment, support or incentivize redevelopment efforts, or fund public infrastructure projects. Per Chaska's Tax Abatement Policy, abatement is a strategic tool used to stimulate economic growth and increase the number of quality jobs.

When evaluating tax abatement requests from developers, the City considers the following objectives:

- Illustrate the need for the assistance.
- Increase the number of quality jobs within the community.
- Promote economic growth within the city because of the project (increased tax base, infrastructure investment, community service, quality of development, etc.).

Analysis

Beckman Coulter has submitted a request for tax abatement related to its proposed expansion project, which involves constructing a two-story, 148,000-square-foot facility. The project represents a capital investment of approximately \$50 million and is expected to create 300 new full-time jobs over the next 2 to 3 years.

On May 5, 2023, the City Council approved a Letter of Intent outlining the conditions associated with the planned abatement and since then staff has negotiated a tax abatement agreement with Beckman Coulter. The tax abatement agreement has been negotiated according to the terms outlined by the City Council and is consistent with State Statutes. The tax abatement will be used to assist in the cost for the expansion by Beckman Coulter and road improvements to Lake Hazeltine Drive. The agreement establishes the following broadly summarized terms for the agreement:

- Beckman Coulter would receive pay-as-you go tax abatement in an amount up to \$1.40 million, with a maximum 13-year term. Since the Letter of Intent was executed, the term has been increased from 12 to 13 years to allow for any unanticipated construction project delays.
- A portion of abatement will be used to resurface Lake Hazeltine Drive by 2028. Currently, Lake Hazeltine Drive is not programmed to be resurfaced or reconstructed in the near future. The abatement will allow for the acceleration of that resurfacing which will be done by the City.
- Beckman Coulter would agree to develop a site consistent with final approved plans consistent with planning case file PC No 2025-05.
- Beckman Coulter agrees to continue to work with the Chaska Electric Department -for access to an existing transformer and a new transformer, the location of which will be determined at the time of install.

A public hearing is required prior to the approval of any tax abatement agreement. Per state statute a public hearing notice must be published a minimum of 10 days and not more than 30 days before the public hearing. For this project, a public hearing notice was published in the Patriot on June 5, 2025, which allows a public hearing to happen on June 16, 2025.

Recommendation

Given the increased tax base and infrastructure improvements, the overall high-quality of the investment, and the number of high quality jobs this expansion will add to the community, staff believes that the project achieves a number of positive economic and public objectives and an abatement to support the project is warranted.

Upon holding the public hearing, staff recommends adoption of the attached resolution that authorizes approval of the Property Tax Abatement Agreement between the City of Chaska and Beckman Coulter.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2025-33 authorizing approval of the Property Tax Agreement between the City of Chaska and Beckman Coulter.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE June 16, 2025 **RESOLUTION NO.** 2025-33

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

**RESOLUTION RELATING TO A TAX ABATEMENT GRANTING
THE ABATEMENT AND BUSINESS SUBSIDY AND APPROVING
THE EXECUTION OF A TAX ABATEMENT AGREEMENT**

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

Section 1. Authorization and Recitals.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Abatement Act"), is authorized to grant an abatement of the property taxes imposed by the City on a parcel of property, if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City, pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the "Business Subsidies Act," and together with the Abatement Act, the "Acts"), is authorized to provide subsidies to businesses, if certain criteria established by the City are met.
- 1.03. The City proposes to assist in financing construction by Beckman Coulter, Inc. (the "Developer") of an expansion to its existing facility in the City (the "Project"), as further detailed in that certain Tax Abatement Agreement between the City and the Developer (the "Tax Abatement Agreement") prepared and presented to the Council for its consideration.
- 1.04. Pursuant to the Acts, on the date hereof, this Council conducted a public hearing on the desirability of (i) granting an abatement (the "Abatement") of property taxes on certain property expected to be benefited by the proposed Project, which property includes tax parcel number 30.5210050 (the "Property"), and (ii) providing assistance from the abatement to the Developer (the "Business Subsidy") in accordance with the Tax Abatement Agreement. Notice of the public hearing was duly published as required by law in *The Patriot*, the official newspaper of the City, on June 5, 2025, which date is no fewer than ten and no more than 30 days prior to the date hereof.

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

- 2.01. The Project is in the public interest and serves a public purpose because it will increase or preserve the tax base of the City, help retain and expand commercial and industrial enterprise in the area, and provide employment opportunities.
- 2.02. The Project and proposed subsidy meet the criteria adopted by the City.
- 2.03. The City expects that the benefits of the proposed Abatement are not less than the costs of the proposed Abatement. The public benefits that the City expects to result from the Abatement are the increased tax base of the City, and retention and creation of jobs in the City.
- 2.04. The Property is not located in a tax increment financing district.
- 2.05. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Abatement Act in any year to exceed the greater of (i) ten percent (10.00%) of the City's net tax capacity for the taxes payable year to which the abatement applies, or (ii) \$200,000.
- 2.06. It is in the best interests of the City to grant the Abatement and provide the Business Subsidy authorized in this Resolution.
- 2.07. Under Section 469.1813, Subdivision 9 of the Abatement Act, it is not necessary for the City to obtain the consent of any owner of the Property to grant an abatement.

Section 3. Granting of Tax Abatement.

- 3.01. The Abatement is hereby granted in respect of property taxes levied by the City on the Property for thirteen (13) years, subject to satisfaction of the conditions for such duration described in Section 469.1813, subdivision 6(b). The Abatement will reduce all of the City-levied taxes for the Property, and the total amount of the Abatement is estimated to be approximately \$1,400,000.
- 3.02. The City shall retain a portion of the Abatement and apply it to payment of all or a portion of the costs of acquiring or constructing the Project, and the City shall provide a portion of the Abatement to the Developer for payment of all or a portion of the costs of acquiring or constructing the Project; all pursuant to the Tax Abatement Agreement.
- 3.03. The Abatement may be modified or terminated at any time by the City Council in accordance with the Abatement Act.

Section 4. Approving the Business Subsidy and Tax Abatement Agreement

- 4.01. The Council hereby approves the Business Subsidy and Tax Abatement Agreement, together with any related documents necessary in connection therewith (collectively, the "Redevelopment Documents") substantially in the form presented to the Council and hereby authorizes Mayor and City Administrator, in their discretion and at such time, if any, as they may deem

appropriate, to execute the same on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder.

- 4.02. The approval hereby given to the Redevelopment Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act in their behalf.
- 4.03. Upon execution and delivery of the Redevelopment Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Redevelopment Documents.
- 4.04. The Council hereby determines that the execution and performance of the Redevelopment Documents will help realize the public purposes of the Acts.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this this 16th day of June, 2025.

Taylor Hubbard, Mayor

ATTEST:

Matt Podhradsky, City Administrator

TAX ABATEMENT AGREEMENT

Between

CITY OF CHASKA, MINNESOTA

And

BECKMAN COULTER, INC.

for the

BECKMAN COULTER EXPANSION PROJECT

Dated as of [Dated Date], 2025

This Document Was Drafted By:

DORSEY & WHITNEY LLP (GIT)
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402

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TAX ABATEMENT AGREEMENT

THIS Tax Abatement Agreement (this “Agreement”), made and entered into as of this [Dated Date], 2025, is between the CITY OF CHASKA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and BECKMAN COULTER, INC., a Delaware corporation (the “Developer”).

WITNESSETH:

WHEREAS, Developer has proposed that it will construct an approximately 148,000 square foot manufacturing, warehouse and office addition to its facility located at 316 Lake Hazeltine Drive (the “Project,” as further described herein) in the City;

WHEREAS, in order to encourage Developer to construct the Project, the City has determined that it will assist Developer by providing certain financial assistance in the form of tax abatement assistance to defray the cost of constructing the Project, which assistance is designed to bring about development in accordance with this Agreement;

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815 (the “Act”), the City is authorized to grant property tax abatements if it finds that the benefits to be derived from the anticipated development exceed the estimated cost of such benefit and if doing so will increase or preserve tax base, provide new employment opportunities, assist in the construction of new public facilities, help redevelop or renew blighted areas, help residents access services, or finance or provide new public infrastructure within the City;

WHEREAS, the City expect the benefits of the Project to at least be equal to the costs thereof, and the Tax Abatement (as defined herein) is in the public interest because it will increase or preserve the tax base of the City, help retain and expand commercial and industrial enterprise in the area, and provide employment opportunities;

WHEREAS, the property where the Project is being constructed is not located in a tax increment financing district;

WHEREAS, the City believes that the Project, pursuant to the terms of this Agreement, is vital and is in the best interests of the City and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, on June 16, 2025, the City conducted a public hearing pursuant to Section 469.1813, Subdivision 5, of the Act and Section 116J.994 of the Business Subsidies Act (as defined herein), and the City adopted an abatement resolution (the “Abatement Resolution”) on the same date authorizing a property tax abatement (the “Tax Abatement”) in an amount not to exceed \$1,750,000 over a 13-year abatement period (the “Tax Abatement Period”).

WHEREAS, to assist with the development of the Project, the City intends to provide a portion of the Tax Abatement to the Developer and retain a portion of the Tax Abatement to resurface Lake Hazeltine Drive (the “City Improvements”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this Agreement, the parties hereto hereby agree as follows:

ARTICLE 1
Definitions

1.01. Definitions.

In this Agreement, unless a different meaning clearly appears from the context:

“Abatement Resolution” means the resolution adopted by the City Council of the City on June 16, 2025, approving the Tax Abatement.

“Act” means M.S., Sections 469.1812 to 469.1815.

“Agreement” means this Agreement, as the same may be from time to time modified, amended or supplemented.

“Available Abatement Revenue” means the Tax Abatement revenues received by the City annually over the Tax Abatement Period.

“Benefit Date” means the earliest date of either: (1) when the improvements are finished for the entire project; or (2) when a business occupies the property.

“Business Subsidies Act” means M.S., Sections 116J.993 through 116J.995.

“Business Subsidy” means the Tax Abatement Note delivered pursuant to the terms of this Agreement.

“Certificate of Completion” means a certification in the form attached hereto as Exhibit D, to be provided to the Developer pursuant to this Agreement.

“City” means the City of Chaska, Minnesota.

“City Improvements” means the City’s resurfacing Lake Hazeltine Drive.

“City’s Portion” or “City Portion of Available Abatement Revenue” means (i) twenty five percent (25%) of the Available Abatement Revenue received by the City in the first four years of the Tax Abatement Period and (ii) fifty percent (50%) of the Available Abatement Revenue received by the City thereafter until the City has reimbursed itself \$350,000 for the City Improvements.

“City Council” means the City Council of the City.

“Construction Plans” means the plans, specifications, drawings and related documents for the construction work to be performed by the Developer on the Property.

“County” means the County of Carver, Minnesota, a political subdivision of the State of Minnesota.

“Default Notice” means written notice from the City to the Developer setting forth the Event of Default and the action required to remedy the same.

“Developer” means Beckman Coulter, Inc., a corporation under the laws of the State of Delaware.

“Developer’s Portion” or “Developer’s Portion of Available Abatement Revenue” means seventy-five (75%) of the Available Abatement Revenue received by the City and payable to the Developer in the first four years of the Tax Abatement Period and (ii) fifty percent (50%) of the Available Abatement Revenue received by the City and payable to the Developer until the City has reimbursed itself \$350,000 for the City Improvements, and (iii) one hundred percent (100%) of the Available Abatement Revenue received by the City and payable to the Developer after the City has reimbursed itself \$350,000 for the City Improvements. The total amount of the Developer’s Portion of Available Abatement Revenue shall not exceed \$1,400,000 over the Tax Abatement Period.

“Event of Default” means as any of the events set forth in Section 7.01 hereof.

“Legal and Administrative Expenses” means the fees and expenses incurred by the City in connection with review and analysis of the development proposed under this Agreement with the adoption of the Abatement Resolution, the preparation of this Agreement and the issuance of the Tax Abatement Note including, but not limited to, attorney and municipal advisor fees and expenses.

“M.S.” means Minnesota Statutes.

“Project” means the construction an approximately 148,000 square foot manufacturing, warehouse and office addition to the Developer’s facility located at 316 Lake Hazeltine Drive in the City.

“Property” means the Property described in Exhibit A to this Agreement.

“Restrictions” means the easements, covenants, conditions and restrictions set forth in Exhibit F attached hereto.

“Section” means a Section of this Agreement, unless used in reference to M.S.

“State” means the State of Minnesota.

“Tax Abatement” means the Tax Abatement approved pursuant to the Abatement Resolution in an amount not to exceed \$1,750,000 over the Tax Abatement Period.

“Tax Abatement Note” means the Tax Abatement Revenue Note (Beckman Coulter Expansion Project) to be executed by the City and delivered to the Developer, the form of which

is attached hereto as Exhibit E; payable from the Developer's Portion of Available Abatement Revenue.

"Tax Abatement Period" means the 13-years of the Tax Abatement commencing and ending on the dates described in the Tax Abatement Note.

"Termination Date" means the earlier of (i) the end of the Tax Abatement Period, (ii) satisfaction of the Tax Abatement Note; or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

"Unavoidable Delay" means a failure or delay in a party's performance of its obligations under this Agreement, or during any cure period specified in this Agreement which does not entail the mere payment of money, not within the party's reasonable control, including but not limited to acts of God, governmental agencies, the other party, strikes, labor disputes (except disputes which could be resolved by using union labor), fire or other casualty, or lack of materials; provided that within ten (10) days after a party impaired by the delay has knowledge of the delay it shall give the other party notice of the delay and the estimated length of the delay, and shall give the other party notice of the actual length of the delay within ten (10) days after the cause of the delay has ceased to exist. The parties shall pursue with reasonable diligence the avoidance and removal of any such delay. Unavoidable Delay shall not extend performance of any obligation unless the notices required in this definition are given as herein required.

ARTICLE 2 Representations and Warranties

2.01. City Representations.

The City makes the following representations to the Developer:

- (a) The City is a municipal corporation and political subdivision of the State. Under the provisions of the Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) The City has held a public hearing on the Tax Abatement and Business Subsidy and adopted the Abatement Resolution in accordance with the provisions of the Act.
- (c) With each payment of the Tax Abatement Note, the City will provide Developer with a statement showing the Available Abatement Revenue and the Developer's Portion of Available Abatement Revenue, along with a statement of the remaining amounts unpaid principal.

2.02. Developer Representations.

The Developer represents and warrants that:

- (a) The Developer is a Delaware corporation and has power to enter into this Agreement and has duly authorized, by all necessary corporate action, the execution and delivery of this Agreement.
- (b) Developer will, to the extent required by this Agreement, construct the Project in accordance with the terms of this Agreement, and all local, state and federal laws and regulations.
- (c) At such time or times as may be required by law, the Developer will have complied with all local, state and federal environmental laws and regulations applicable to the Project, and will have obtained any and all necessary environmental reviews, licenses and clearances. The Developer has received no written notice or communication from any local, state or federal official that the activities of the Developer or the City with respect to the Property may be or will be in violation of any environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure with respect to the Property.
- (d) Neither the execution or delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented by, limited by, conflicts with, or results in a breach of, any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.
- (e) The Developer has no knowledge or information that any member of the City Council, or any other officer of the City has any direct or indirect financial interest in the Developer, the Property, or the Project.
- (f) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all local, state and federal laws and regulations which must be obtained or met in connection with the Project. Without limitation to the foregoing, the Developer will request and seek to obtain from the City all necessary variances, conditional use permits and zoning changes. Developer agrees to continuing working the City's electric department on easements to an existing transformer on the west side of the Project site and a new transformer on the interior of the Project site, the location of which will be determined at the time of installation.
- (g) The Developer would not undertake the Project without the financial assistance to be provided by the City pursuant to this Agreement.
- (h) Apart from the assistance to be provided under this Agreement, Developer shall pay all standard charges and fees due with respect to real estate developments and allocable to the Property under City ordinances and the City Code, including but not limited to special assessments for local improvements (including any reconstruction done on

Lake Hazeltine Drive), sewer and water use charges, building permit fees, plat fees, inspection fees, storm water fees and the like used against the Property.

2.03. Use of Property. The Developer's use of the Property shall be subject to and in compliance with all of the conditions, covenants, restrictions and limitations imposed by this Agreement, the Restrictions, and all applicable laws, ordinances and regulations.

2.04. Ownership of Property. The Developer hereby represents and warrants that the Developer will be the owner in fee simple of the Property, and there will be no liens, defects or other encumbrances upon title to the Property that would hinder the development of the Project by the Developer as contemplated by this Agreement.

2.05. Declaration of Restrictive Covenants. The Developer shall prepare, execute, and record on the title to the Property a Declaration of Restrictive Covenants, in form approved by the City, which includes the Restrictions set forth in Exhibit F. If the Developer determines that operation of the Property and the Project would endanger the financial viability thereof, the Developer may request the City Council to consent to the amendment, modification or termination of any of the restrictions in any respect. The City is under no obligation to amend, modify or terminate any of the restrictions and may, in its sole and absolute discretion, refuse to do so.

2.06. Damage or Destruction. Prior to the issuance of the Certificate of Completion, upon any damage or destruction of the Project, or any portion thereof, the Developer shall within thirty (30) days after such damage or destruction, commence the process required to repair, reconstruct and restore the damaged or destroyed Project, or portion thereof, to substantially the same condition as existed prior to the event causing such damage or destruction and shall diligently pursue such repair, reconstruction and restoration.

2.07. Relocation Costs. The Developer shall pay all relocation costs or expenses required under federal or state law to be paid to any owner or occupant of the Property as a result of the Project, and shall indemnify and hold harmless the City, its governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof from any such relocation costs and expenses in accordance with the provisions of Section 4.01.

ARTICLE 3 Construction of Project

3.01. Construction Plans. Prior to commencing construction of the Project, the Developer shall make available to the City for review Construction Plans for the Project. The Construction Plans shall provide for construction of the Project in conformity with the City's plan review process, this Agreement, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if, in the reasonable discretion of the City, the Construction Plans:

- (a) conform to this Agreement, and to any subsequent amendments thereto approved by the City;
- (b) conform to all applicable federal, state and local laws, ordinances, rules and regulations;
- (c) are adequate to provide for construction of the Project; and
- (d) no Event of Default has occurred.

No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, applicable federal, state and local laws, ordinances, rules and regulations, or to properly construct the Project.

No approval by the City shall constitute a waiver of an Event of Default. Any disapproval of the Construction Plans shall set forth the reasons therefore, and shall be made within thirty (30) days after the date of their receipt by the City; if such disapproval is not postmarked and delivered within thirty (30) days after City's receipt, the Construction Plans shall be constructively approved. If the City rejects the Construction Plans, in whole or in part, the Developer shall submit new or corrected Construction Plans within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City.

3.02. Undertaking of the Project.

- (a) Subject to Unavoidable Delay, Developer shall cause the Project to commence by July 31, 2025 and be completed in accordance with the terms of this Agreement by December 31, 2027. Subject to Unavoidable Delay, the City shall complete the City Improvements no later than November 1, 2028.
- (b) All work with respect to the Project shall be in substantial conformity with the Construction Plans approved by the City.
- (c) The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City, except as otherwise set forth in the Construction Plans. All connections to public utility lines and facilities shall be subject to approval of the City per the City's approval of the Construction Plans and any private utility Developer involved. Except for the City Improvements and any other public improvements, which are undertaken by the City or other governmental body and assessed against benefited properties, or improvements the City is obligated to complete at its cost, all other street and utility installations, relocations, alterations and restorations within the Project shall be at the Developer's expense and without expense to the City. The Developer, at its own expense, shall replace any public facilities or utilities damaged during the Project by the Developer or

its agents or by others acting on behalf of or under the direction or control of the Developer.

3.03. Certificate of Completion.

- (a) Upon the Developer's request, the City will furnish the Developer with a Certificate of Completion for the Project, in substantially the form attached hereto as Exhibit D, as conclusive evidence of satisfaction and termination of the agreements and covenants of this Agreement with respect to the obligations of the Developer to complete the Project. The furnishing by the City of such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Mortgagee.
- (b) If the City shall refuse or fail to provide a Certificate of Completion following the Developer's request, the City shall, within ten (10) days after the Developer's request, provide the Developer with a written statement specifying in what respects the Developer has failed to complete the Project in accordance with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to obtain the Certificate of Completion.

3.04. Progress Reports. Until the Certificate of Completion is issued for the Project, the Developer shall make, in such detail as may reasonably be required by the City, and forward to the City, upon written demand by the City, a written report as to the actual progress of construction.

3.05. Access to Property. The Developer agrees to permit the City and any of its officers, employees or agents access to the Property at all reasonable times for the purpose of inspection of all work being performed in connection with the Project; provided, however, that the City shall have no obligation to inspect such work. In exercising the foregoing rights, the City shall make reasonable efforts to as to not interfere with the ongoing construction of the Project.

ARTICLE 4
Defense of Claims; Insurance

4.01. Defense of Claims.

- (c) The Developer shall indemnify and hold harmless the City, its governing body members, officers, and agents including the independent contractors, consultants, and legal counsel, servants and employees thereof (hereinafter, for the purposes of this Section, collectively the "Indemnified Parties") for any expenses (including reasonable attorneys' fees), loss, damage to property, or death of any person occurring at or about, or resulting from any defect in, the Project, which result from an event, occurrence, loss, or defect occurring prior to the date of the Certificate of Completion; provided, however, the Developer shall not be required to indemnify any Indemnified Party for any claims or proceedings arising from any negligent or unlawful acts or omissions of such Indemnified Party.
- (d) Promptly after receipt by the City of notice of the commencement of any action in respect of which indemnity may be sought against the Developer under this Section

4.01, such person will notify the Developer in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Developer shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the City) and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Developer. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Developer unless the employment of such counsel has been specifically authorized by the Developer. Notwithstanding the foregoing, if the City has been advised by independent counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to the Developer, the Developer shall not be entitled to assume the defense of such action on behalf of the City, but the Developer shall be responsible for the reasonable fees, costs and expenses (including the employment of counsel) of the City in conducting its defense. The Developer shall not be liable to indemnify any person for any settlement of any such action effected without the Developer's consent. The omission to notify the Developer as herein provided will not relieve the Developer from any liability which they may have to any Indemnified Party pursuant hereto, otherwise than under this Section.

- (e) The Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless, from any claim, demand, suit, action or other proceeding whatsoever by any person or entity arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project on or before the date of the Certificate of Completion; provided that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the prime rate) as a result of the Project, as constructed by the Developer, violating limitations as to the use of the revenues therefrom as may be set forth in the Act.
- (f) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and

obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

4.02. Insurance. The Developer shall keep and maintain insurance as is customary in connection with projects of the type and size comparable to the Project.

ARTICLE 5

Assistance

5.01. Development Costs.

The Developer has agreed to and shall be responsible to pay all of its respective costs of the Project, as herein provided. However, the City, in order to encourage the Developer to proceed with the construction of the Project, and to assist the Developer in paying the costs thereof, is willing to provide the Tax Abatement assistance. The City agrees to reimburse the Developer after delivery of a Certificate of Completion, using the Developer's Portion of Available Abatement Revenue, for costs incurred by the Developer in construction of the Project.

5.02. Reimbursement for Project Costs.

The City agrees to reimburse the Developer, using the Developer's Portion of Available Abatement Revenue, on a pay-as-you-go basis, for costs of the Project. The City shall, upon completion of the Project and the issuance of the Certificate of Completion therefor, make reimbursement payments pursuant to a limited revenue Tax Abatement Note for the Project, the form of which is attached hereto as Exhibit E, with said payments of principal to be made on the dates (the "Payment Dates") specified in the Tax Abatement Note, subject to the following terms and conditions:

- (a) The total principal amount of any and all Tax Abatement Note issued to the Developer for the Project will not exceed \$1,400,000.
- (b) No interest shall accrue on the unpaid principal of the Tax Abatement Note.
- (c) No payments shall be made by the City to the Developer unless and until the Developer has provided written evidence reasonably satisfactory to the City that (i) costs in the amount to be reimbursed from the Developer's Portion of Available Abatement Revenue have been incurred for the Project and paid by the Developer and (ii) the Certificate of Completion has been issued as contemplated in Section 3.03 hereof.
- (d) The City shall be obligated to make the payments to the Developer required pursuant to this Section 5.02 only from and to the extent of the Developer's Portion of Available Abatement Revenue actually received for any tax year, and such payments shall never be considered to be a general obligation or indebtedness of the City.
- (e) Upon thirty (30) days' written notice to the Developer, the City may prepay all or a portion of the outstanding principal balance due to the Developer pursuant to this

Section 5.02 without penalty, on any date at a prepayment price equal to the outstanding principal balance to be prepaid.

- (f) The City shall not be obligated to make any payments hereunder subsequent to the termination of this Agreement as provided in Section 8.06 hereof, and any amounts remaining unpaid as of such date (other than by reason of failure of the City to comply with the terms of this Agreement) shall be considered forgiven by the Developer and shall cease to be owing.

5.03. Conditions Precedent to Provision of Abatement Assistance.

Upon payment by the Developer of costs for the Project, the Developer will deliver to the City an instrument executed by the Developer (i) specifying the amount and nature of the Project costs to be reimbursed and (ii) certifying that such costs have been paid to third parties unrelated to the Developer, or if any costs have been paid to third parties related to the Developer, that such costs do not exceed the reasonable and customary costs of services, labor or materials of comparable quality, dependability, availability and other pertinent criteria and that such costs have not previously been contained in an instrument furnished to the City pursuant to this Section 5.03. Together with such instrument, the Developer shall deliver to the City evidence reasonably satisfactory to the City of the payment by the Developer of such costs to be reimbursed.

Thereafter, the City will provide to the Developer reimbursement for the Project, constituting a portion of the Abatement Assistance described in this Article 5, paid up to the maximum amount then due and payable, in accordance with Section 5.02.

5.04. Satisfaction of Conditions Precedent. Notwithstanding anything to the contrary contained herein, the City's obligation to reimburse the Developer for Project costs shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

- (a) the conditions precedent in Section 5.03 and this Section 5.04 have been satisfied;
- (b) the Developer shall not be in default under the terms of this Agreement beyond any applicable notice and cure period;

In the event that all of the above conditions required to be satisfied as provided in this Section 5.04 have not been satisfied by December 31, 2027, the City or the Developer may terminate this Agreement. Upon such termination, the provisions of this Agreement relating to the Project shall terminate and, except as provided in Article 8, neither the Developer nor the City shall have any further liability or obligation to the other hereunder.

5.05. Notice of Default. Whenever the City shall deliver any written notice or written demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each investor, lender, or holder of any permitted mortgage, lien or other similar encumbrance at the last address of such holder shown in the records of the City. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that

if the breach or default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete the construction the Project in accordance with the plans and specifications therefor and this Agreement. Any such holder who shall properly complete the construction of the Project shall be entitled, upon written request made to the City, to a certification by the City to such effect in the manner provided in Section 3.03.

5.06. Real Property Taxes. Prior to the Termination Date, Developer shall pay all real property taxes payable with respect to all and any parts of the Property acquired and owned by it until Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developers agree that prior to the Termination Date:

(1) Neither will seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Property determined by any tax official to be applicable to the Project or the Developers or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) Neither will seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Property determined by any tax official to be applicable to the Project or the Developers or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) Neither will not seek any tax deferral or abatement, either presently or prospectively authorized under M.S., Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Property between the date of execution of this Agreement and the Termination Date.

5.07 Legal and Administrative Expenses. The Developer has paid to the City \$10,000 to cover reasonable Legal and Administrative Expenses that are incurred in connection with the negotiating, approval and documentation of this Agreement for the economic development assistance. Any additional Legal and Administrative Expenses above \$10,000 shall be reimbursed to the City by Developer. The City will submit an invoice to Developer with documentation of any such additional Legal and Administrative Expenses, and Developer will pay such invoice within ninety (90) days of receipt.

ARTICLE 6
Prohibitions Against Assignment and Transfer

6.01. Transfer of Property and Assignment. The Developer has not made and will not make, or suffer to be made, any total or partial sale, assignment, conveyance, lease (other than leases of space constructed as a part of the Project or a mortgage securing financing for the Project), or other transfer, with respect to this Agreement (other than any assignment of the payments to be made under Section 5.02 hereof to secure financing incurred by the Developer to pay costs of the Project) or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the express, written consent of the City, which shall not be unreasonably withheld.

The City shall be entitled to require as conditions to any such approval that: (i) the proposed transferee have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; and (ii) the proposed transferee, shall, for itself and its successors and assigns, assume all of the obligations of the Developer under this Agreement. No transfer of, or change with respect to, ownership in the Project or Property or any part thereof, or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Project or Property and the completion of the Project that the City would have had, had there been no such transfer or change. There shall be submitted to the City for review all legal documents relating to the transfer.

Notwithstanding the foregoing, this Section 6.01 shall not apply to any transfer or assignment to (i) any entity controlling, controlled by or under common control with the Developer or (ii) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in the Developer.

Provided that no Event of Default exists hereunder, any such transfer or assignment shall release the Developer from its obligations hereunder upon execution and delivery to the City by the transferee or assignee of an instrument in form and substance satisfactory to the City by which the transferee or assignee assumes the obligations of the Developer hereunder.

Except as set forth in the immediately preceding paragraph, in the absence of specific written agreement by the City to the contrary, no approval of any assignment or transfer by the City thereof with respect to any transfer or assignment shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the completion of the Project, from any of their obligations with respect thereto.

6.02. Termination of Limitations on Transfer. The provisions of Section 6.01 shall terminate at such time as the Certificate of Completion has been issued by the City under Section 3.03 of this Agreement with respect to the Project; provided, however, that any assignment of the payments to be made to the Developer under Section 5.02 may only be assigned upon written approval from the City, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7
Event of Default; Fees

7.01. Events of Default. Subject to Unavoidable Delay, the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events which occurs and continues for more than thirty (30) days after written notice by the defaulting party of such default (and such additional time as permitted pursuant to Section 7.02) (and the term “default” shall mean any event which would with the passage of time or giving of notice, or both, be an “Event of Default” hereunder):

- (a) Failure of the Developer to construct the Project as required hereunder.
- (b) Failure of the Developer to furnish the Construction Plans as required hereunder.
- (c) Failure of the Developer to pay to the City any amounts required to be paid by the Developer hereunder.
- (d) Failure of the Developer or the City to observe and perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.
- (e) Filing of any voluntary petition in bankruptcy or similar proceedings by the Developer; general assignment for the benefit of creditors made by the Developer or admission in writing by the Developer of inability to pay its debts generally as they become due; or filing of any involuntary petition in bankruptcy or similar proceedings against the Developer which are not dismissed or stayed within sixty (60) days.

7.02. Remedies on Default. In the event the City desires to exercise any of its respective rights or remedies as provided herein or otherwise available to the City at law or in equity, the City shall first provide written notice to Developer setting forth with specific particularity the Event of Default and the action required to cure or remedy the same (the “Default Notice”). Developer or any transferee or assignee under Section 6.01 hereof, shall have thirty (30) days from receipt of a Default Notice to cure or remedy the Event of Default specified in the Default Notice, or such longer period as may be reasonably required to complete the cure as soon as reasonably possible under the circumstances. If, following Developer’s receipt of a Default Notice, Developer does not cure or remedy the Event of Default therein specified within the time provided above, the City may take any one or more of the following actions at any time prior to Developer’s curing or remedying the Event of Default:

- i. Suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure its default and continue its performance under this Agreement.
- ii. In the case of a material default that is not cured within a reasonable period of time, terminate all rights of Developer under this Agreement.
- iii. Withhold the Certificate of Completion.
- iv. Take whatever action at law or in equity may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

In the event the City should fail to observe or perform any covenant, agreement or obligation of the City on its part to be observed and performed under this Agreement, Developer may take any one or more of the following actions:

- i. Suspend its performance under this Agreement until it receives assurances from the City deemed adequate by Developer, that the City will cure its default and continue its performance under this Agreement.
- ii. In the case of a material default that is not cured within a reasonable period of time, terminate all rights of the City under this Agreement.
- iii. Take whatever action at law or in equity may appear necessary or desirable to Developer to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement.

7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or to the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required under this Agreement.

7.04. Waivers. All waivers by any party to this Agreement shall be in writing. If any provision of this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.05. Agreement to Pay Attorneys' Fees. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE 8
General Provisions

8.01. Conflicts of Interest; City Representatives Not Individually Liable. No member, official, employee, or consultant or employee of a consultant of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, consultant or the consultant's employees or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, consultant or consultant's employee, or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or successors or on any obligations under the terms of this Agreement.

8.02. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Project it will comply with any applicable affirmative action and nondiscrimination laws or regulations.

8.03. Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that Developer, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in the Development Program, this Agreement and other agreements entered into between the Developer and the City, and shall not discriminate upon the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, and familial status in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

8.04. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.05. Business Subsidies Act.

(a) *Representations and Covenants.* The provisions of this Section constitute the "Business Subsidy Agreement" for purposes of the Business Subsidies Act.

(1) The Developer acknowledges and agrees that the provisions of the Business Subsidy Act apply to this Agreement, as Developer is receiving the public assistance under the terms of this Agreement in the form of tax abatement, which public assistance constitutes a "Business Subsidy" for purposes of the Business Subsidies Act.

(2) The public purposes and goals of the subsidy are to create jobs, enhance economic diversity of the city, and increase the tax base in the City.

(3) The goals for the subsidy are to create jobs that pay a livable wage, per Section 8.05(b) of this Agreement.

(4) The subsidy is needed because the Project is economically infeasible without the Public assistance and the City is desirous of the Developer undertaking the Project in order to create jobs and increase the tax base in the City's area of operation.

(5) The Developer represents and covenants to continue operations in the City for at least five years following the Benefit Date.

(6) The Developer represents and covenants to meet the job and wage goals for the Business Subsidy, as described in subsection (b) below.

(7) The Developer's parent corporation is Danaher Corporation:

2200 Pennsylvania Avenue
NW Suite 800W
Washington, DC 20037

(8) In addition to the assistance provided under this Agreement, the Developer has received or expects to receive as part of this Project, the following financial assistance from other "grantors" as defined in the Business Subsidies Act:

- \$1,250,000 forgivable Minnesota Investment Fund loan from the Minnesota Department of Employment and Economic Development ("DEED")

- \$1,740,000 Job Creation Fund award from DEED.

(b) *Job and Wage Goals for the Business Subsidy.* The Developer agrees that the job and wage goals for the Project are 150 new jobs.

(1) One hundred (100) of the new jobs must pay a base cash wage of at least \$23.00 per hour (exclusive of Benefits);

(2) Fifty (50) of the new jobs must pay a base cash wage of at least \$32.00 per hour (exclusive of Benefits);

(3) Such wage and jobs and goals must be met within two years after the Benefit Date.

(c) *Financial Obligation of the Developer if Business Subsidy Agreement Not Fulfilled.*

(9) If the Developer does not fulfill this Business Subsidy portion of this Agreement, the Developer will repay to the City a pro rata portion of the Business Subsidy which has been paid to the Developer plus interest from the date of such payments ("Interest") set at the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the bureau of economic analysis of the United States Department of Commerce for the 12-month period ending March 31 of the previous year. *For instance, if Developer*

only creates 120 new jobs meeting the wage goals for the Project (80% of the goal of 150 new jobs), the Developer will repay to the City 20% of the Business Subsidy which has been paid to the Developer plus Interest. The Public assistance in years after any such failure to create 100% of the job and wage goals shall be paid in proportion to the actual jobs created meeting the wage goals within two years after the Benefit Date.

(d) *Reporting Requirements; Term of Business Subsidy portion of this Agreement.*

(a) The Developer agrees to furnish to the City on or before March 1 in each year the report required in Section 116J.994, Subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development. Developer's obligation to provide such a report shall continue for two years after the Benefit Date or until the goals are met, whichever is later. If the goals are not met, Developer is required to continue to provide information on the Business Subsidy until it is repaid.

(b) If the City does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(c) This Business Subsidy portion of this Agreement will be in full force and effect until the earlier of the Developer meeting all of its obligations hereunder or the provisions of the Business Subsidies Act no longer apply to the City, the Developer, or the Project, in which case this Business Subsidy portion of the Agreement will be terminated.

8.06. Term of Agreement. This Agreement shall terminate upon the earlier to occur of (i) the end of the Tax Abatement Period, (ii) satisfaction of the Tax Abatement Note; or (iii) the date this Agreement is terminated or rescinded in accordance with its terms; it being expressly agreed and understood that the provisions of this Agreement are intended to survive the expiration and satisfaction of any security instruments placed of record contemporaneously with this Agreement, if such expiration and satisfaction occurs prior to the expiration of the term of this Agreement, as stated in this Section 8.06.

8.07. Provisions Surviving Termination. Sections 4.01 and 7.05 hereof shall survive any termination, rescission, or expiration of this Agreement with respect to or arising out of any event, occurrence, or circumstance existing prior to the date thereof.

ARTICLE 9

Administrative Provisions

9.01. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to another party

shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

(a) in the case of Developer, addressed to or delivered personally to:

Beckman Coulter, Inc.
1000 Lake Hazeltine Drive
Chaska, MN 55318
Attention: Tom Coffman, Senior Vice President of Finance

(b) in the case of the City, addressed or delivered personally to:

City of Chaska
One City Hall Plaza
Chaska, MN 55318
Attention: City Administrator

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

9.02. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

9.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and their respective successors and assigns; provided, however, the obligations and covenants of Developer hereunder, shall in no way inure to nor be binding upon Continental.

9.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9.05. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer. The Mayor and City Administrator are authorized to execute and deliver amendments and any documents related to this Agreement on behalf of the City without Council approval.

9.06. Further Assurances and Corrective Instruments. The City and the Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Project or for carrying out the expressed intention of this Agreement.

9.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

9.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflicts-of-laws principles thereof.

[Signature pages to follow]

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

CITY OF CHASKA, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Taylor Hubbard and Matt Podhradsky, the Mayor and City Administrator, respectively, of the City of Chaska, Minnesota, on behalf of the City of Chaska.

In WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2025.

Notary Public

[Signature Page to Tax Abatement Agreement (Beckman Coulter Expansion Project)]

BECKMAN COULTER, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Beckman Coulter, Inc., a Delaware corporation, on behalf of the corporation.

In WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2025.

Notary Public

[Signature Page to Tax Abatement Agreement (Beckman Coulter Expansion Project)]

EXHIBIT A
TO
TAX ABATEMENT AGREEMENT

PROPERTY

The real property and interests in such property located in the County of Carver, State of Minnesota as described below.

316 Lake Hazeltine Drive:

Tract D, Registered Land Survey No. 56, files of Registrar of Titles, Except: That part of said Tract D described as follows:

Beginning at the Northwest corner of Tract C, Registered Land Survey No. 51 on file and of record in the office of the Registrar of Titles, Carver County, Minnesota; thence South 10 degrees 52 minutes 04 seconds West a distance of 200 feet, thence northwesterly to a point on the North line of Tract D, 300 feet distant from the Northwest corner of Tract C, thence North 56 degrees 57 minutes 24 seconds East a distance of 300 feet to the point of beginning.

(Torrens Property – Certificate of Title No. 36378.0)

EXHIBIT B
TO
TAX ABATEMENT AGREEMENT

[RESERVED]

EXHIBIT C
TO
TAX ABATEMENT AGREEMENT

PROJECT DESCRIPTION; PROJECT COSTS

Project Description

The Project involves the construction of an approximately 148,000 square foot manufacturing, warehouse and office addition to the Developer's facility located at 316 Lake Hazeltine Drive.

Project Costs

The estimated public costs of the Project are listed below:

<u>Description of Improvements</u>	<u>Estimated Cost</u>
DEVELOPER'S COSTS	
Plumbing & HVAC	\$7,000,000
Electrical/Communications/Safety	\$6,800,000
Concrete/Metals, Other Materials**	\$5,600,000
Construction/Building Improvements/Infrastructure**	\$21,600,000
TOTAL OF DEVELOPER'S COSTS	*\$41,000,000
CITY'S COSTS	
Resurface of Lake Hazeltine Drive	\$350,000
TOTAL OF CITY'S COSTS	\$350,000
TOTAL ESTIMATED PROJECT COSTS	\$41,350,000

* Developer's Qualified Cost. The total principal amount of any and all Tax Abatement Notes issued to reimburse the Developer for the Developer's costs of the Project will not exceed \$1,400,000.

** The total principal amount of the Tax Abatement Note will be applied to these categories.

EXHIBIT D
TO
TAX ABATEMENT AGREEMENT

CERTIFICATE OF COMPLETION
[See attached]

This Document Was Drafted By:

DORSEY & WHITNEY LLP (GIT)
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402

CERTIFICATE OF COMPLETION

WHEREAS, Beckman Coulter, Inc., a Delaware corporation (“the Developer”), is the Developer of the Beckman Coulter Expansion Project on property in the County of Carver and State of Minnesota described on Exhibit A hereto and made a part hereof (the “Property”); and

WHEREAS, the Project is subject to the provisions of a certain Tax Abatement Agreement (the “Agreement”), dated as of [Dated Date], 2025, between the Developer and the City of Chaska, Minnesota; and

WHEREAS, the Developer has fully and duly performed all of the covenants and conditions of Developer under the Agreement with respect to the completion of the Project (as defined in the Agreement);

NOW, THEREFORE, it is hereby certified that all requirements of the Developer under the Agreement with respect to the completion of the Project have been completed and duly and fully performed, and this instrument is to be conclusive evidence of the satisfactory termination of the covenants and conditions of the Agreement as they relate to the completion of the Project. All other covenants and conditions of the Agreement shall remain in effect and are not terminated hereby.

[Signature pages to follow]

Dated this ____ day of _____, 20__.

CITY OF CHASKA, MINNESOTA

By: _____

Mayor

By: _____

City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the Mayor and City Administrator, respectively, of the City of Chaska, Minnesota, on behalf of the City of Chaska.

In WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 20__.

Notary Public

[Signature Page to Certificate of Completion]

**Exhibit A
To
Certificate of Completion**

Property

The real property and interests in such property located in the County of Carver, State of Minnesota as described below.

316 Lake Hazeltine Drive:

Tract D, Registered Land Survey No. 56, files of Registrar of Titles, Except: That part of said Tract D described as follows:

Beginning at the Northwest corner of Tract C, Registered Land Survey No. 51 on file and of record in the office of the Registrar of Titles, Carver County, Minnesota; thence South 10 degrees 52 minutes 04 seconds West a distance of 200 feet, thence northwesterly to a point on the North line of Tract D, 300 feet distant from the Northwest corner of Tract C, thence North 56 degrees 57 minutes 24 seconds East a distance of 300 feet to the point of beginning.

(Torrens Property – Certificate of Title No. 36378.0)

EXHIBIT E
TO
TAX ABATEMENT AGREEMENT

FORM OF TAX ABATEMENT REVENUE NOTE

[See Attached]

FORM OF TAX ABATEMENT REVENUE NOTE

No. R-_____

\$_____

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
CITY OF CHASKA**

**TAX ABATEMENT REVENUE NOTE
(Beckman Coulter Expansion Project)**

PRINCIPAL AMOUNT:

INTEREST RATE: 0%

The City of Chaska (the “City”) for value received, promises to pay, but solely from the source, to the extent and in the manner hereinafter provided, to Beckman Coulter, Inc., or its registered assigns (the “Owner”), the principal sum of _____ (\$_____), in - annual installments payable on December 31, 20[___], and on each December 31 thereafter (each being a “Scheduled Payment Date”), but in no event beyond the end of the Tax Abatement Period ([_____] , 20[___] through [_____] , 20[___]). Each payment on this Tax Abatement Note (Beckman Coulter Expansion Project) (or “Note”) is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at the postal address within the United States designated from time to time by the Owner.

This Note is subject to prepayment on any Scheduled Payment Date at the option of the City, in whole or in part, upon payment to the Owner of the principal amount of the Note to be prepaid, without premium or penalty.

This Note is a special and limited obligation and not a general obligation of the City, which has been issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including M.S., Sections 469.1812 to 469.1815. This Note is issued pursuant to the provisions of that certain Tax Abatement Agreement, dated as of [Dated Date], 2025, as the same may be amended from time to time (the “Tax Abatement Agreement”), between the City and Owner.

THIS NOTE IS NOT PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN DEVELOPER’S PORTION OF AVAILABLE ABATEMENT REVENUE, AS DESCRIBED BELOW.

The Note Payment Amounts due hereon shall be payable solely from Developer’s Portion of Available Abatement Revenue (as described in the Tax Abatement Agreement). The City shall pay to the Owner on each Scheduled Payment Date all of Developer’s Portion of Available Abatement Revenue on that date to the extent necessary to pay principal then due and any past due installment. To the extent that the City is unable to pay the total principal a due on this Note at or prior to the end of the Tax Abatement Period hereof as a result of its having received as of such date an insufficient amount of Developer’s Portion of Available Abatement Revenue, such failure shall not constitute a default under this Note and the City shall have no further obligation hereon.

This Note shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except the Developer's Portion of Available Abatement Revenue, and then only to the extent and in the manner herein specified.

The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any council member, officer, employee or agent of the City, nor any person executing or registering this Note shall be personally liable hereon by reason of the issuance or registration hereof or otherwise.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Chaska, Minnesota, has caused this Note to be executed by the manual signatures of the Mayor and City Administrator and has caused this Note to be dated as of _____, 20__.

Mayor

City Administrator

EXHIBIT F
to
TAX ABATEMENT AGREEMENT

COVENANTS AND RESTRICTIONS

[See Attached]

This Document Was Drafted By:

DORSEY & WHITNEY LLP (GIT)
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402

COVENANTS AND RESTRICTIONS

During the term of that certain Tax Abatement Agreement between the CITY OF CHASKA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), and BECKMAN COULTER, INC., a corporation of the State of Minnesota (the “Developer”), dated [Dated Date], 2025, and recorded in the Office of the Carver County Registrar of Titles as Document No. [_____] on [_____] 2025 (the “Abatement Agreement”), the property legally described in Exhibit A attached hereto and made a part hereof (the “Property”), shall be subject to the following covenants and restrictions:

1. The Property shall not be exempt from real estate taxes notwithstanding the ownership or use of the land.
2. The Property shall not be sold, transferred, conveyed or leased to any of the following parties:
 - (a) An institution of purely public charity;
 - (b) A church or ancillary tax-exempt housing;
 - (c) A public hospital;
 - (d) A public school district;

- (e) An organization exempt from federal income taxes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, if as a result of such sale, transfer, conveyance or lease the Property would become exempt from real estate taxes; or
 - (f) A Minnesota cooperative association organized under Minnesota Statutes, Section 308.05 and 308.18 for the purpose of complying with the provisions of Minnesota Statutes, Section 273.133, subdivision 3, or any other party that would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.
- 3. The Property shall not be used for any of the following purposes:
 - (a) The operation of a public charity;
 - (b) A church or house of worship;
 - (c) The operation of a public hospital;
 - (d) The operation of a public schoolhouse, academy, college, university or seminary of learning; or
 - (e) Any other use which would cause the Property to be valued and assessed for real estate tax purposes at a lower percentage of its market value than the Property is then being valued and assessed for real estate tax purposes or would result in the Property becoming exempt from real estate taxes.
- 4. The Property shall be devoted to uses consistent with an “economic development district” under Minnesota Statutes, Sections 469.174 through 469.1794.
- 5. The Property owner shall:
 - (a) not discriminate on the basis of color, creed, national origin, or sex in the sale, lease, use or occupancy of the Property, the Project, or any part thereof;
 - (b) develop the Property in an orderly manner consistent with the City’s zoning ordinances and comprehensive plan.
- 6. The covenants and restrictions herein contained shall run with the title to the Property and shall be binding upon all present and future owners and occupants of the Property; provided, however, that the covenants and restrictions herein contained shall inure only to the benefit of the City and may be released or waived in whole or in part at any time, and from time to time, by the sole act of the City, and variances may be granted to the covenants and restrictions herein contained by the sole act of the City. These covenants and restrictions shall be enforceable only by the City, and only the City shall have the right to sue for and obtain an injunction,

prohibitive or mandatory, to prevent the breach of the covenants and restrictions herein contained, or to enforce the performance or observance thereof.

7. The covenants and restrictions herein contained shall remain in effect until the earlier of (i) the end of the Tax Abatement Period, (ii) satisfaction of the Tax Abatement Note (as described in the Abatement Agreement); or (iii) the date this Abatement Agreement is terminated or rescinded in accordance with its terms.

[The remainder of this page is intentionally left blank]

CITY OF CHASKA, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Taylor Hubbard and Matt Podhradsky, the Mayor and City Administrator, respectively, of the City of Chaska, Minnesota, on behalf of the City of Chaska.

In WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2025.

Notary Public

[Signature Page to Covenants and Restrictions (Beckman Coulter Expansion Project)]

BECKMAN COULTER, INC.,
a Delaware corporation

By: _____

Name:

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, the _____ of Beckman Coulter, Inc., a Delaware corporation, on behalf of the corporation.

In WITNESS WHEREOF, I have set my hand and my official seal this ____ day of _____, 2025.

Notary Public

[Signature Page to Covenants and Restrictions (Beckman Coulter Expansion Project)]

EXHIBIT A
to
Covenants and Restrictions

The real property and interests in such property located in the County of Carver, State of Minnesota and described as follows:

316 Lake Hazeltine Drive:

Tract D, Registered Land Survey No. 56, files of Registrar of Titles, Except: That part of said Tract D described as follows:

Beginning at the Northwest corner of Tract C, Registered Land Survey No. 51 on file and of record in the office of the Registrar of Titles, Carver County, Minnesota; thence South 10 degrees 52 minutes 04 seconds West a distance of 200 feet, thence northwesterly to a point on the North line of Tract D, 300 feet distant from the Northwest corner of Tract C, thence North 56 degrees 57 minutes 24 seconds East a distance of 300 feet to the point of beginning.

(Torrens Property – Certificate of Title No. 36378.0)

**REQUEST FOR ACTION
CHASAK CITY COUNCIL
6/16/2025**

Subject: Implement an Electric Utility Franchise and Franchise Fee with both MVEC and Xcel

Prepared By: Noel Graczyk, Administrative Services Director

Contributions by: Matt Podhradsky, City Administrator
 Elise Durbin, Assistant City Administrator
 Peter Wyffels, Electric Director
 Andrew Romine, Assistant Electric Director
 Christophe Morschen with City Attorney's Office

Overview

Actions for consideration by the City Council are to establish an electric franchise and an associated franchise fee with both Minnesota Valley Electric Cooperative (MVEC) and Xcel Energy (Xcel; aka, Northern States Power Company.) These new electric utility franchises will ensure that all residents and businesses located within the City of Chaska are equitably contributing towards the use of public Right-of-Way (ROW) by local utility providers.

Background

In accordance with State Statutes, the City maintains public ROW within the City for roadways and City utilities. The City is also required to allow communication and utility companies access to this ROW for their use in providing services to the public.

Use of ROW by a utility company is provided by the City adopting ordinances to establish a franchise with the utility. The City of Chaska currently has a franchise in place with both Comcast (for cable TV) and CenterPoint Energy (for natural gas). As part of these franchises with each utility, the City imposes a franchise fee of either 5% on billed services or a customer fee that targets 5% of total sales. These revenues are used by the City to acquire ROW, to maintain and coordinate ROW use, and for the City to locate and mark City assets constructed within the ROW.

Historically, all Chaska Electric Utility customers have paid a 5% ROW charge that has been included in rates as billed to customers. Since October of 2021, this ROW charge has been “unbundled” from electric rates and shown as a separate ROW Charge on all monthly bills.

Both MVEC and Xcel have electric customers located within the City and both utilities use the public ROW. The City has previously coordinated use of the ROW with both utilities but customers of MVEC and Xcel currently do not pay a franchise fee for use of the ROW. This creates an economic disparity between customers of Chaska Electric when compared to MVEC and Xcel customers within the City. Establishing an electric franchise and franchise fee with both MVEC and Xcel will ensure all residents and businesses within the City are fairly contributing towards use of the ROW by their electric utility. The City has come to agreement with both MVEC and Xcel on language to establish an electric franchise and an associated 5% franchise fee. This has been done jointly so the terms and conditions are consistent with both utilities.

The City has taken the following outreach actions to inform over 430 property owners located within the service territory of both MVEC and Xcel of a proposed franchise fee to be imposed by the City.

- May 5th: City Council work session to discuss utility franchises.
- May 9th: A letter from the City was mailed to MVEC and Xcel property owners.
- May 28th: Open house held at the Chaska Community Center.
- June 6th: Proposed ordinances published on City's Web site.

Here is a list of anticipated future actions if the proposed ordinances are approved and adopted

- June 16th: Proposed actions by the City Council.
- June 17th: Certification of adopted ordinances submitted to MVEC and Xcel.
- June 26th: Summary of ordinances published in Legal Paper, effective date.
- Sept. 26th: End of ninety-day implementation period.
- Oct. or Nov.: A City franchise fee is included on bills by MVEC and Xcel.

Based on an average amount paid by a residential customer with Chaska Electric Utility, it is estimated that a new franchise fee imposed by the City on MVEC and Xcel will be in a range of \$5-\$10 per month.

City Staff and City Legal have worked with both Joe Green, Key Account Executive with MVEC and Michelle Swanson, Manager Community Relations and Economic Development with Xcel to draft and approve the proposed franchise and franchise fee ordinances for each utility. They will both be at the meeting to address any questions from the City

Council or the public as they relate to the implementation of a new City imposed franchise fee.

Staff Recommendation

It is the recommendation by City Staff that the City Council adopt each of the four proposed ordinances to establish an electric utility franchise and implement an electric utility franchise fee with both MVEC and Xcel. Staff also recommend adoption of the proposed resolution to approve summary publications of each of the four ordinances. This resolution must be approved with a minimum of four of the five votes on the City Council.

CITY COUNCIL ACTIONS REQUESTED

(Note, five separate motions will be needed to separately adopt each ordinance and resolution. The resolution must be approved with at least 4/5th vote)

Motion to adopt Ordinance No. 2025-1063 Granting Minnesota Valley Electric Cooperative an Electric Utility Franchise.

Motion to adopt Ordinance No. 2025-1064 Implementing an Electric Energy Franchise Fee on Minnesota Valley Electric Cooperative.

Motion to adopt Ordinance No. 2025-1065 Granting Northern States Power Company an Electric Utility Franchise.

Motion to adopt Ordinance No. 2025-1066 Implementing an Electric Energy Franchise Fee on Northern States Power Company.

Motion to adopt Resolution No. 2025-32 To Approve Summary Publication of Ordinances 2025-1063, 2025-1064, 2025-1065, and 2025-1066.



Chaska

May 9, 2025

Dear Chaska Property Owner:

The purpose of this letter is to inform you of a decision the City of Chaska is considering regarding the implementation of a Franchise Fee on Minnesota Valley Electric Cooperative and Xcel Energy for use of the City's Right of Way. The reason you are receiving this letter is because your house is located either within Minnesota Valley Electric Cooperative's or Xcel Energy's service territory and would be subject to this fee if it were to be established by the City.

So, what is a franchise fee?

In simple terms, it is a fee that utility companies (like electric, gas and cable) pay to the City for the ability to use public streets, sidewalks, and other rights-of-way owned by the City to run their service lines. Instead of the utility company paying this out of their own pocket, many utility companies include it as a line item on your monthly bill. Currently, at your home, you pay a franchise fee if you are a customer of Centerpoint Energy for gas or Comcast for cable television. Minnesota Valley Electric Cooperative and Xcel Energy are currently the only utilities in the community that do not pay a franchise fee for the use of public rights of way.

Why does the City charge this fee?

This fee is collected to help pay for both the acquisition of the right of way that is needed for running utilities, and for maintaining and managing the use of right of way as additional utilities are added or are maintained. With a large number of utilities located within a limited right of way, there is a significant amount of management that goes in to making sure we efficiently utilize the limited space we have, and to also maintain this right of way after utilities are installed (i.e. mowing). We are also responsible for making sure that when contractors or homeowners work around utility right of way that we are correctly locating these utilities so they are not accidentally hit. In 2024, we had both our Electric and Water utility staff each perform over 5,000 locates within Chaska to make sure no utilities were disturbed.

How much can I expect to pay if the Franchise Fee is implemented?

The State of Minnesota requires that if we charge a Franchise Fee that we need to make it identical to what other utilities are currently paying so that we do not give one electric utility an economic advantage over another. We currently charge a fee based on 5% of a customer's monthly electric bill (for a *typical* residential customer this is a range of \$5-\$10 per month). This applies to residents who utilize Centerpoint Gas, Comcast Cable, and customers within Chaska Electric's territory. Just like on these other utility bills, you should expect to see Minnesota Valley and Xcel will show this charge as a separate line-item on your bill so you can see exactly what you are paying.

Why is it important that we implement this Franchise Fee now?

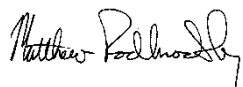
Within the City of Chaska, currently over 97% of our residents and businesses in the community receive their electricity from Chaska Electric, not Minnesota Valley or Xcel. Within the Chaska Electric territory, we have had a Franchise Fee in place for over 40 years. For many years we did not see much development in Minnesota Valley's or Xcel's territory and felt that we did not need to take action for so few residents and businesses within their territory. However, over the last several years, there has been significant growth within their territories, and we will continue to see growth as our new industrial area along Highway 212. If we are going to be equitable with every resident and business within the City, it is important that everyone pays the same fee. If we did not do this, it would mean that those in Chaska Electric's territory would be subsidizing the costs of managing and maintaining right of way for customers in Minnesota Valley's territory. By implementing this in Minnesota Valley's and Xcel's territories, we make sure that all residents and businesses are contributing the same percentage of these right of way costs, making it equitable across the entire City.

How do I find out more?

The City will be hosting an Open House at the Chaska Community Center in the Brick City Room on Wednesday, May 28th from 5:00-6:30 pm. This will be an opportunity to both ask questions and provide feedback on this proposal. If you are unable to attend this meeting, but have questions or comments, you can feel free to contact me at 952-448-9200, or provide any comments in writing sent to my attention at City Hall. At this point, there is not a date scheduled for a City Council decision on this proposal. We will be providing that once we have had a chance to answer questions and get feedback at the May 28th Open House.

Thank you for taking the time to read this letter. If you have any questions, please feel free to contact me at the number above.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Podhradsky".

Matt Podhradsky
City Administrator

MINNESOTA VALLEY ELECTRIC COOPERATIVE
ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2025-1063

CITY OF CHASKA, CARVER COUNTY, MINNESOTA

Motion by Councilmember _____

Second by Councilmember _____

**AN ORDINANCE GRANTING
MINNESOTA VALLEY ELECTRIC COOPERATIVE
AN ELECTRIC UTILITY FRANCHISE**

A NEW ARTICLE 13 OF CHAPTER 14 OF THE CODE OF ORDINANCES, CITY OF CHASKA, MINNESOTA IS
ENACTED AND THE CITY OF CHASKA DOES ORDAIN:

14.13.010. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Chaska, County of Carver, State of Minnesota.

City Code or CMCO. The Chaska Minnesota Code of Ordinances.

City Utility System. Facilities used for providing public utility service owned or operated by City or an agency thereof, including electric, sewer, water, storm sewer, fiber optic, street lighting, and traffic signals.

Commission or MPUC. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the MPUC.

Company or MVEC. Minnesota Valley Electric Cooperative, its agents, successors, and assigns including all agents, successors, or assigns that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Electric Energy. Electric Energy includes both retail and wholesale electrical energy for light, heat, power and other purposes.

Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, structures, and all equipment and appurtenances owned or operated by Company for the purpose of providing Electric Energy.

Franchise Area. The specific geographic area designated by the MPUC as the electric utility service area for the Company within the corporate limits of the City, and specifically excluding any electric utility service areas designated by the MPUC for the City or Minnesota Valley Electric Cooperative.

Notice. A writing given by any party on any other party. Notices to the Company shall be delivered to: Minnesota Valley Electric Cooperative, ATTN: CEO, 125 Minnesota Valley Electric Drive, Jordan, MN 55352-9369. Notices to the City shall be delivered to: City Administrator, One City Hall Plaza, Chaska, MN 55318. All shall be deemed sufficiently given or rendered if: i) personally delivered; ii) sent via overnight courier with item tracking; or iii) sent via registered or certified U.S. Mail. The time of giving of such notice shall be deemed to be the day of delivery in the case of personal delivery or the day after the same is deposited with an overnight courier or with the U.S. Postal Service in the case of the other permitted forms of delivery. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

Ordinance. This electric franchise ordinance, which may also be referred to as the “Franchise.”

Public Ground. Land owned by the City for park, open space, or similar purpose, which is held for use in common by the public.

Public Way. The area on, below, or above a public roadway, highway, street, alley, cartway, bicycle lane, or public sidewalk in which the City has an interest, including any other dedicated rights-of-way for travel purposes, drainage easements, and utility easements of the City within the City.

14.13.020. ADOPTION OF FRANCHISE.

A. *Grant of Franchise.* The City hereby grants the Company, for a period of twenty (20) years from the Effective Date of this Franchise, the right to transmit and furnish Electric Energy for public and private use within and through the Franchise Area and also the right to transport Electric Energy through the limits of the City, as its boundaries now exist or as they may be extended in the future, for use inside and outside of the City limits. For these purposes, the Company may construct, install, operate, repair, and maintain Electric Facilities in, on, over, under, and across the Public Ways and Public Grounds, consistent with their use by the City and the public for the public purposes for which they are used and intended and subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to the reasonable regulations imposed by the City by ordinance or permit requirements and the further provisions of this Franchise, to the extent such regulation or requirements are not contrary to the terms of this Franchise and which the City is specifically authorized to make by state or federal statute or regulation.

B. *Effective Date.* This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company (the “Effective Date”).

C. *Service.* The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The Company shall provide Electric Energy to customers within the Franchise Area as required by the MPUC.

D. *Publication Expense.* City shall pay the expense of publication of this Ordinance and be reimbursed by Company within thirty (30) days.

E. *Dispute Resolution.* If the City or the Company asserts the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party in writing of the default and the desired remedy. Thereafter, representatives of the City and the Company must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date a Notice is deemed given to a party, the City and the Company may jointly select a mediator to facilitate further discussion. City and Company will equally share the fees and expenses of this mediator. If a mediator is not selected within sixty (60) days of the date a Notice is deemed given or if the dispute is not resolved within thirty (30) days after first meeting with the selected mediator, the City or the Company may commence an action in Minnesota State District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

F. *Continuation of Franchise.* If this Franchise is not renewed before it expires, this Franchise shall continue in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company gives the other party written Notice of its intention to allow the Franchise to expire. However, in no event shall this Franchise continue for more than one year after expiration of the 20-year term discussed in 14.14.020.A. The Company shall continue to collect and remit to the City any franchise fee during any period of continuation of the Franchise under this subsection 14.13.020.F. as though the Franchise had not expired.

14.13.030. LOCATION; OTHER REGULATIONS.

A. *Location of Electric Facilities.* The Company shall locate, construct, repair, install, and maintain all Electric Facilities in good working condition and in a manner that does not: i) interfere with the safety and convenience of ordinary travel and use along and over Public Ways or ii) disrupt normal operation of any City Utility System previously installed therein. The Company shall, prior to construction, give reasonable Notice to City of its intention to construct Electric Facilities in any part of the City. Electric Facilities may be located on Public Grounds in a location selected by City. The location and relocation of Electric Facilities shall be subject to reasonable regulations of City consistent with authority granted to City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

B. *Street Openings.* The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from City, as required by a separate provision of the City Code for which City may impose a reasonable fee, unless City is receiving a franchise fee pursuant to this Ordinance, in which case all permit fees will be waived so long as the permit is properly obtained prior to the work. If any work is undertaken in a Public Way, Company shall provide for all traffic control measures reasonably necessary for the safe performance of the work which, in the case the Public Way is a roadway, at minimum, conforms to any requirements set by state law or rule for traffic control on public roads. For each discrete Company project, if Company commences any work prior to obtaining a required permit, Company shall pay the permit fees which would have been required for the permit required for such project only. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other public-right-of-way users for similar facilities or work. Company

may, however, open and disturb the surface of any Public Way or Public Ground without a permit if: (i) an emergency exists requiring the immediate repair of Electric Facilities, and (ii) Company gives telephone, email, or similar notice to City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the emergency repair, Company shall apply for any required permits and pay any required fees.

C. *Restoration.* After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed and, for any Public Way, in accordance with Minnesota Rules, 7819.1100. The Company shall maintain the surface of the Public Way or Public Ground in good condition for one (1) year thereafter. The Company shall not be required to post a construction performance bond, certificate of insurance, letter of credit, or any other form of security or assurance. All work shall be completed as promptly as weather permits; and if the Company does not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Way or Public Ground in such condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Way or Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City.

D. *Shared Use of Poles.* The Company shall make space available on its poles or towers for City fire, water utility, police, or other City facilities upon reasonable terms and conditions acceptable to the Company, including execution of the Company's pole attachment agreement, and whenever such use will not unreasonably interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay the proportionate additional cost of any added cost incurred by the Company and accept any additional liability because of such use by the City. This Franchise does not grant Company access to City poles or towers. Any such access by Company to the City's poles or towers shall require a separate pole attachment agreement between the City and the Company.

E. *Avoid Damage to Electric Facilities.* Nothing in this Franchise relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity. The City and the Company shall each comply with Minnesota Statutes, Sections 216D.01 *et seq.* and Minnesota Rules, Chapter 7819, as they may be amended from time to time.

F. *Notice of Improvements to Streets.* The City shall give the Company reasonable Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when City will start the work, and (v) if more than one Public Way or Public Ground are involved, the order in which the work is to proceed. The City shall give such reasonable Notice to the Company in advance of the actual commencement of the work to permit Company to make any additions, alterations, or repairs to its Electric Facilities that the Company deems necessary.

G. Mapping Information. If requested by the City, the Company must promptly provide mapping information for any of its Electric Facilities City in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

H. Insurance.

At Company's discretion, Company will maintain insurance and/or self-insure during the term of this franchise agreement. If requested by City, Company will provide, no more than once annually, a certificate of insurance and/or a letter of self-insurance.

14.13.040. RELOCATION.

A. Relocation in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 relating to relocation of Electric Facilities in Public Ways.

B. Relocation in Public Grounds. The City may require the Company, at the Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have, or will become, a substantial impairment to the existing or proposed use of any Public Ground.

C. Projects with Federal Funding. Relocation, removal, or rearrangement of any Electric Facilities because of the extension into or through the City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes §§ 161.45 and 161.46. City shall not order Company to remove or relocate its facilities without compensation when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are paid to Company. The City is obligated to pay Company, however, only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by Company.

D. No Waiver. The provisions of this Franchise shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

14.13.050. TREE TRIMMING.

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair, and maintenance of any Electric Facilities installed hereunder. The Company shall hold the City harmless from any liability arising from such activity.

14.13.060. INDEMNIFICATION.

A. Indemnity of City. The Company shall indemnify and hold the City and its elected officials, employees, contractors, and agents (the "Indemnified Parties") harmless from any and all liability, on account of injury to persons, or damage to property occasioned by the construction,

maintenance, repair, inspection, issuance of permits, or operation of the Electric Facilities located in Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or wrongful act or omission except for losses or claims arising out of or alleging City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work.

B. *Defense of City.* In the event a suit is brought against the City under circumstances where indemnification applies, the Company, at its sole cost and expense, shall defend the Indemnified Parties in such suit if Notice thereof is given to the Company within a period wherein the Company is not prejudiced by lack of such Notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the Indemnified Parties, which consent shall not be unreasonably withheld. This subsection 14.13.060.B is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the Indemnified Parties, shall be entitled to assert in any action every defense or immunity that the Indemnified Parties could assert on their own behalf. In undertaking and directing any defense under this provision, Company shall not and may not waive any immunity or limitation of liability available to the City without authorization by a resolution of the City's City Council. This Ordinance shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

14.13.070. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.

The City shall give Company at least two weeks prior written Notice of a proposed vacation of any Public Ways or Public Grounds affecting Electric Facilities. When the City vacates any Public Way or Public Ground affecting Electric Facilities and which requires the Electric Facilities to be permanently relocated, the City will, pursuant to Minnesota Statutes Section 160.29 subd.2, reserve the public easement for utilities for a reasonable amount of time for the Company to complete its relocation. The City and the Company shall comply with Minnesota Statutes, Sections 216D.01 *et seq.*, Section 216D.04 and Minnesota Rules, Chapter 7819, as they may be amended from time to time.

14.13.080. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

14.13.090. FRANCHISE FEE.

A. *Authority.* The City may impose on the Company a franchise fee during the term of, and in consideration for, the Franchise hereby granted, and in lieu of any permit, bond (including construction performance bond) or other fees being imposed on Company, pursuant to Minnesota Statutes §§ 216B.36, 301B.01, or any other applicable law and the City reserves all rights thereunder, by collecting the amounts indicated on the fee schedule set forth in a separate ordinance from each customer in the designated Company Customer Class, or according to such other method of allocating fees as set in the separate ordinance. The separate ordinance need

not specify fees according to Company Customer Classes, and may impose a fee applicable to all Company customers without indicating Customer Classes.

B. Separate Ordinance. The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Company is not required to collect a franchise fee if doing so is inconsistent with this Ordinance or applicable state law, provided the Company notifies City Council of the same within 60-days after the effective date of the Minnesota Valley Electric Cooperative Franchise Fee Ordinance. The City shall not adopt a separate franchise fee ordinance until this Ordinance is effective.

C. Condition of Fee. The separate ordinance imposing the franchise fee shall not be effective against Company unless said ordinance lawfully imposes a fee or tax of the same or substantially similar amount on the sale of Electric Energy, but shall not apply to energy sales for the purpose of providing fuel for vehicles, within the City by any other public utility, provided that, as to such supplier, City has the authority to require such fee or tax. The “same or substantially similar amount” shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 14.13.090.C, the foregoing conditions will be waived to the extent of such written consent.

D. Collection of Fee and Audit. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer in all customer billings for electric service in each class or across the Franchise Area if the fee is applicable to all customers. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 14.13.090.D. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers by imposing a surcharge in Company’s applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Each franchise fee payment will be accompanied by a statement summarizing how the franchise fee payment was determined. Company agrees to make its records, specifically related to the franchise fee payment, available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers, except that the City may not be liable for disclosure of such information if disclosure is reasonably required by the Minnesota Government Data Practices Act (MGDPA) or any other Minnesota or federal law including the order of any court of competent jurisdiction and provided that the City promptly notifies the Company in writing of a request for data under the MGDPA or federal law which pertains to such

information on Company's customers so that that the Company may take action to limit disclosure of such information, including a protective order, as appropriate, and City will cooperate with Company to protect such information in a lawful manner. Failure to respond to such notification does not weight against a determination that such customer data is private or non-public.

14.13.100. RELATION TO FRANCHISE FEE ORDINANCE.

This Ordinance is to be interpreted in conjunction with the Minnesota Valley Electric Cooperative Franchise Fee Ordinance to be codified as CMCO 14.14.010 *et seq.* In the event of a conflict, to the greatest extent possible, both ordinances shall be fully enforced. Where a conflict cannot be reconciled so that both ordinances have effect, the provisions of the Franchise Fee Ordinance shall prevail. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the parties may agree to extend this franchise for up to one (1) year by amendment, and this franchise and the associated franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect for such extension period.

14.13.110. ABANDONED FACILITIES.

The Company shall comply with Minnesota Statutes, § 216D.01 *et seq.* and Minnesota Rules 7819.3300, as they may be amended, from time to time, with respect to abandoned facilities located in Public Ways and Public Grounds. Company may abandon Electric Facilities in place, provided that at the City's request, Company will remove all abandoned Electric Facilities, including metal or concrete encased conduit interfering with a public improvement project in the right-of-way, but only to the extent such Electrical Facilities are uncovered by excavation as part of the public improvement project.

14.13.120. ANNUAL COORDINATION MEETING.

The Company agrees to meet with the City Administrator, or such other designee as the City may identify from time to time, not more than annually, at a mutually convenient time, to discuss items of concern or interest relating to the subject matter of this Ordinance, their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect City, and other matters raised by the City or Company.

14.13.130. PROVISIONS OF ORDINANCE.

A. *Severability.* Every provision of this Ordinance is declared separate from every other provision; and if any provision or portion the Ordinance is held invalid, such invalidity shall not affect any other provision.

B. *Conflict.* In the event of a conflict between this Ordinance and any provision of the City Code, to the greatest extent possible, both ordinances shall be fully enforced. Where a conflict cannot be reconciled, this Ordinance shall prevail, except as provided in section 14.13.100.

C. *Limitation on Applicability.* No provisions of this Ordinance shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person other than City or Company or their respective successors or assigns.

14.13.140. AMENDMENT PROCEDURE.

The City or the Company may propose at any time that this Ordinance be amended. This Ordinance may be amended at any time by City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within thirty (30) days after the effective date of the amendatory ordinance. If Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

14.13.150. ACCEPTANCE.

The Company shall accept or reject this Ordinance and any amendments thereto within thirty (30) days after passage and publication by filing with the City Clerk in writing. If the Company fails to file written acceptance or rejection within said period then City by resolution may revoke this franchise.

14.13.160. STATUTORY PROVISIONS. It is expressly acknowledged that the City is a local unit of government subject to state statutes, including, but not limited to, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the limitation of liability under Minnesota Statutes, Chapter 466. Nothing in this Ordinance is intended to modify or waive any of the statutory provisions otherwise applicable to the City as a local unit of government.

14.13.170. PUBLICATION AND CODIFICATION.

A summary of this Ordinance may be published following passage. City staff is directed to codify this Ordinance into Chapter 14 of the City Code and may revise the outline and format of this Ordinance to conform to the format and numbering convention of the City Code.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF JUNE, 2025.

Taylor Hubbard, Mayor

ATTEST:

Denise Beebe, City Clerk

(Summary Published in the Waconia Patriot the 26th day of June 2025)

MINNESOTA VALLEY ELECTRIC COOPERATIVE
FRANCHISE FEE ORDINANCE

ORDINANCE NO. 2025-1064

CITY OF CHASKA, CARVER COUNTY, MINNESOTA

Motion by Councilmember _____

Second by Councilmember _____

**AN ORDINANCE IMPLEMENTING AN ELECTRIC ENERGY FRANCHISE FEE
ON MINNESOTA VALLEY ELECTRIC COOPERATIVE**

A NEW ARTICLE 14 OF CHAPTER 14 OF THE CHASKA MINNESOTA CODE OF ORDINANCES IS ENACTED
AND THE CITY OF CHASKA DOES ORDAIN:

14.14.010. DEFINITIONS.

For the purposes of this Ordinance, the following capitalized terms shall have the following meanings:

City. The City of Chaska, County of Carver, State of Minnesota.

City Code or CMCO. The Chaska Minnesota Code of Ordinances.

Company or MVEC. Minnesota Valley Electric Cooperative, a Minnesota corporation, its agents, successors, and assigns including all agents, successors, or assigns that own or operate any part or parts of the Electric Facilities subject to this Ordinance.

Electric Energy. Electric Energy includes both retail and wholesale electrical energy.

Electric Facilities. Electric transmission and distribution lines, fixtures, structures, and all equipment and appurtenances owned or operated by Company for the purpose of providing Electric Energy.

Franchise Area. The specific geographic area designated on the MPUC maps in effect on September 1, 2021 and as they may be updated, as the electric utility service area for the Company within the corporate limits of the City, but specifically excluding any electric utility service areas served by the City or Minnesota Valley Electric Cooperative.

Franchise Fee. The fee as stated in Section 14.14.030 of this Ordinance.

Franchise Ordinance. Minnesota Valley Electric Cooperative Electric Franchise Ordinance codified as CMCO 14.13.010 *et. seq.* granting an Electric Energy Franchise to MVEC.

Gross Revenues. All sums received by the Company from the sale or delivery of Electric Energy within the Franchise Area or the corporate limits of the City. By way of example and not limitation, this includes all Company riders, energy, demand, customer charges, metering fees, sales true-ups, rate adjustments, and interim rates. However, gross revenues excludes any Company surcharge to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, extension charges, and customer services charges.

Notice. A writing given by any party on any other party. Notice to the Company shall be mailed to Minnesota Valley Electric Cooperative, ATTN: CEO, 125 Minnesota Valley Electric Drive, Jordan, MN 55352-9369. Notice to the City shall be mailed to the City Administrator, One City Hall Plaza, Chaska, MN 55318.

Ordinance. This Minnesota Valley Electric Cooperative Franchise Fee Ordinance.

14.14.020. PURPOSE & AUTHORITY.

The City Council has determined it is in the best interest of the City to impose a Franchise Fee on those public utility companies that provide electric services within the City. The Franchise Fee will be used to defray City costs incurred in the maintenance, improvement, acquisition, and administration of Public Ways and Public Grounds as defined in the Franchise Ordinance and, additionally, shall be in lieu of any permit, bond (including construction performance bond) or other fees being imposed on Company, pursuant to Minnesota Statutes §§ 216B.36, 301B.01, or any other applicable law, except as otherwise provided in Subsection 14.15.030B of the Franchise Ordinance. Pursuant to the Franchise Ordinance, the City has the right to impose a Franchise Fee on the Company. The City reserves all rights under Minnesota Statutes §§ 216B.36 and 301B.01, or any other applicable law, to require a Franchise Fee at any time during the term of, and in consideration for, the electric franchise granted to the Company.

14.14.030. FRANCHISE FEE STATEMENT AND SCHEDULE.

A Franchise Fee is hereby imposed on the Company at a rate of 5% of Gross Revenues, the collection of which shall begin in the billing period immediately following the Effective Date described in Section 14.14.080.

14.14.040. PAYMENT.

The Company shall collect the Franchise Fee consistent with the Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970, and submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.
April – June collections due by July 31.
July – September collections due by October 31.
October – December collections due by January 31.

14.14.050. Payment Adjustment

Payment to the City may be adjusted where the Company is unable to collect the Franchise Fee. This includes non-collectible accounts.

14.14.060. SURCHARGE.

The City recognizes that the Minnesota Public Utilities Commission may allow the Company to add a surcharge to customer rates to reimburse the Company for the cost of the Franchise Fee.

14.14.070. DISPUTE RESOLUTION.

Any dispute, including enforcement of a default regarding this Ordinance will be resolved in accordance with subsection 14.13.100. of the Franchise Ordinance.

14.14.080. EFFECTIVE DATE OF FRANCHISE FEE.

This Ordinance shall be effective upon passage, after publication, and (ninety) 90 days after written notice enclosing a copy of this Ordinance is mailed to the Company by certified mail. Collection of the Franchise Fee shall commence as provided above.

14.14.090. RELATION TO FRANCHISE ORDINANCE.

A. *Franchise Ordinance.* This Ordinance is enacted pursuant to, and shall be interpreted in conjunction with, the Franchise Ordinance and the City Code. Any term defined in the Franchise Ordinance which is not defined herein but which is used in this Ordinance shall be given the meaning defined in the Franchise Ordinance.

B. *Conflict.* In the event of a conflict, to the greatest extent possible, both ordinances shall be fully enforced. Where a conflict cannot be reconciled so that both ordinances have effect, the provisions of this Ordinance shall prevail.

C. *Continuation of Franchise Fee.* The Franchise Fee shall continue to be collected and submitted to the City after expiration of the Franchise Ordinance consistent with subsection 14.13.020.F of the Franchise Ordinance.

D. *Severability.* Every provision of this Ordinance is declared separate from every other provision; and if any provision or portion the Ordinance is held invalid, such invalidity shall not affect any other provision.

14.14.100. PERIODIC REVIEW.

The City Council shall review this Ordinance from time to time in whatever manner the City Administrator determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it. This subsection 14.14.100 is not intended to prohibit the City from changing the Franchise Fee at any time, however the City shall not change the Franchise Fee during the first twelve (12) months after such fee is declared.

14.14.110. PUBLICATION AND CODIFICATION.

A summary of this Ordinance may be published. City staff is directed to codify this Ordinance into Chapter 14 of the City Code and may revise the outline and format of this Ordinance to conform to the format and numbering convention of the City Code.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF JUNE, 2025.

Taylor Hubbard, Mayor

ATTEST:

Denise Beebe, City Clerk

(Summary Published in the Waconia Patriot the 26th day of June 2025.)

NORTHERN STATES POWER COMPANY
ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 2025-1065

CITY OF CHASKA, CARVER COUNTY, MINNESOTA

Motion by Councilmember _____

Second by Councilmember _____

**AN ORDINANCE GRANTING NORTHERN STATES POWER COMPANY
AN ELECTRIC UTILITY FRANCHISE**

A NEW ARTICLE 15 OF CHAPTER 14 OF THE CODE OF ORDINANCES, CITY OF CHASKA, MINNESOTA IS
ENACTED AND THE CITY OF CHASKA DOES ORDAIN:

14.15.010. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Chaska, County of Carver, State of Minnesota.

City Code or CMCO. The Chaska Minnesota Code of Ordinances.

City Utility System. Facilities used for providing public utility service owned or operated by City or an agency thereof, including electric, sewer, water, storm sewer, fiber optic, street lighting, and traffic signals.

Commission or MPUC. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate electric retail rates now vested in the MPUC.

Company or NSP. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its agents, successors, and assigns including all agents, successors, or assigns that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Electric Energy. Electric Energy includes both retail and wholesale electrical energy for light, heat, power and other purposes.

Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, structures, and all equipment and appurtenances owned or operated by Company for the purpose of providing Electric Energy.

Franchise Area. The specific geographic area designated by the MPUC as the electric utility service area for the Company within the corporate limits of the City, and specifically excluding any electric utility service areas designated by the MPUC for the City or Minnesota Valley Electric Cooperative.

Notice. A writing given by any party on any other party. Notices to the Company shall be delivered to: Northern States Power, Attn: General Counsel, 414 Nicollet Mall, Minneapolis, MN 55401. Notices to the City shall be delivered to: City Administrator, One City Hall Plaza, Chaska, MN 55318. All shall be deemed sufficiently given or rendered if: i) personally delivered; ii) sent via overnight courier with item tracking; or iii) sent via registered or certified U.S. Mail. The time of giving of such notice shall be deemed to be the day of delivery in the case of personal delivery or the day after the same is deposited with an overnight courier or with the U.S. Postal Service in the case of the other permitted forms of delivery. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

Ordinance. This electric franchise ordinance, which may also be referred to as the “Franchise.”

Public Ground. Land owned by the City for park, open space, or similar purpose, which is held for use in common by the public.

Public Way. The area on, below, or above a public roadway, highway, street, alley, cartway, bicycle lane, or public sidewalk in which the City has an interest, including any other dedicated rights-of-way for travel purposes, drainage easements, and utility easements of the City within the City.

14.15.020. ADOPTION OF FRANCHISE.

A. *Grant of Franchise.* The City hereby grants the Company, for a period of twenty (20) years from the Effective Date of this Franchise, the right to transmit and furnish Electric Energy for public and private use within and through the Franchise Area and also the right to transport Electric Energy through the limits of the City, as its boundaries now exist or as they may be extended in the future, for use inside and outside of the City limits. For these purposes, the Company may construct, install, operate, repair, and maintain Electric Facilities in, on, over, under, and across the Public Ways and Public Grounds, consistent with their use by the City and the public for the public purposes for which they are used and intended and subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to the reasonable regulations imposed by the City by ordinance or permit requirements and the further provisions of this Franchise, to the extent such regulation or requirements are not contrary to the terms of this Franchise and which the City is specifically authorized to make by state or federal statute or regulation.

B. *Effective Date.* This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance by the Company (the “Effective Date”).

C. *Service.* The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The Company shall provide Electric Energy to customers within the Franchise Area as required by the MPUC.

D. *Publication Expense.* City shall pay the expense of publication of this Ordinance and be reimbursed by Company within thirty (30) days.

E. *Dispute Resolution.* If the City or the Company asserts the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party in writing of the default and the desired remedy. Thereafter, representatives of the City and the Company must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the date a Notice is deemed given to a party, the City and the Company may jointly select a mediator to facilitate further discussion. City and Company will equally share the fees and expenses of this mediator. If a mediator is not selected within sixty (60) days of the date a Notice is deemed given or if the dispute is not resolved within thirty (30) days after first meeting with the selected mediator, the City or the Company may commence an action in Minnesota State District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

F. *Continuation of Franchise.* If this Franchise is not renewed before it expires, this Franchise shall continue in effect until a new franchise is agreed upon, or until ninety (90) days after the City or the Company gives the other party written Notice of its intention to allow the Franchise to expire. However, in no event shall this Franchise continue for more than one year after expiration of the 20-year term discussed in Section 14.15.020.A. The Company shall continue to collect and remit to the City any franchise fee during any period of continuation of the Franchise under this subsection 14.15.020.F as though the Franchise had not expired.

14.15.030. LOCATION; OTHER REGULATIONS.

A. *Location of Electric Facilities.* The Company shall locate, construct, repair, install, and maintain all Electric Facilities in good working condition and in a manner that does not: i) interfere with the safety and convenience of ordinary travel and use along and over Public Ways or ii) disrupt normal operation of any City Utility System previously installed therein. The Company shall, prior to construction, give reasonable Notice to City of its intention to construct Electric Facilities in any part of the City. Electric Facilities may be located on Public Grounds in a location selected by City. The location and relocation of Electric Facilities shall be subject to reasonable regulations of City consistent with authority granted to City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

B. *Street Openings.* The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from City, as required by a separate provision of the City Code for which City may impose a reasonable fee, unless City is receiving a franchise fee pursuant to this Ordinance, in which case all permit fees will be waived so long as the permit is properly obtained prior to the work. If any work is undertaken in a Public Way, Company shall provide for all traffic control measures reasonably necessary for the safe performance of the work which, in the case the Public Way is a roadway, at minimum, conforms to any requirements set by state law or rule for traffic control on public roads. For each discrete Company project, if Company commences any work prior to obtaining a required permit, Company shall pay the permit fees which would have been required for the permit required for such project only. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other public-right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if: (i) an emergency exists requiring the immediate repair of Electric Facilities, and (ii) Company

gives telephone, email, or similar notice to City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the emergency repair, Company shall apply for any required permits and pay any required fees.

C. *Restoration.* After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed and, for any Public Way, in accordance with Minnesota Rules, 7819.1100. The Company shall maintain the surface of the Public Way or Public Ground in good condition for one (1) year thereafter. The Company shall not be required to post a construction performance bond, certificate of insurance, letter of credit, or any other form of security or assurance. All work shall be completed as promptly as weather permits; and if the Company does not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Way or Public Ground in such condition, the City shall have, after demand to the Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Way or Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City.

D. *Shared Use of Poles.* The Company shall make space available on its poles or towers for City fire, water utility, police, or other City facilities upon reasonable terms and conditions acceptable to the Company, including execution of the Company's pole attachment agreement, and whenever such use will not unreasonably interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay the proportionate additional cost of any added cost incurred by the Company and accept any additional liability because of such use by the City. This Franchise does not grant Company access to City poles or towers. Any such access by Company to the City's poles or towers shall require a separate pole attachment agreement between the City and the Company.

E. *Avoid Damage to Electric Facilities.* Nothing in this Franchise relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity. The City and the Company shall each comply with Minnesota Statutes, Sections 216D.01 *et seq.* and Minnesota Rules, Chapter 7819, as they may be amended from time to time.

F. *Notice of Improvements to Streets.* The City shall give the Company reasonable Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when City will start the work, and (v) if more than one Public Way or Public Ground are involved, the order in which the work is to proceed. The City shall give such reasonable Notice to the Company in advance of the actual commencement of the work to permit Company to make any additions, alterations, or repairs to its Electric Facilities that the Company deems necessary.

G. *Mapping Information.* If requested by the City, the Company must promptly provide mapping information for any of its Electric Facilities in the City in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

H. Insurance.

At Company's discretion, Company will maintain insurance and/or self-insure during the term of this franchise agreement. If requested by City, Company will provide, no more than once annually, a certificate of insurance and/or a letter of self-insurance.

14.15.040. RELOCATION.

A. Relocation in Public Ways. Company shall comply with the requirements of Minnesota Rules, Part 7819.3100 relating to relocation of Electric Facilities in Public Ways.

B. Relocation in Public Grounds. The City may require the Company, at the Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have, or will become, a substantial impairment to the existing or proposed use of any Public Ground.

C. Projects with Federal Funding. Relocation, removal, or rearrangement of any Electric Facilities because of the extension into or through the City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes §§ 161.45 and 161.46. City shall not order Company to remove or relocate its facilities without compensation when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are paid to Company. The City is obligated to pay Company, however, only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by Company.

D. No Waiver. The provisions of this Franchise shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

14.15.050. TREE TRIMMING.

Unless otherwise provided in any permit or other reasonable regulation required by the City under separate ordinance, the Company may trim all trees and shrubs in the Public Ways and Public Grounds of the City to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair, and maintenance of any Electric Facilities installed hereunder. The Company shall hold the City harmless from any liability arising from such activity.

14.15.060. INDEMNIFICATION.

A. Indemnity of City. The Company shall indemnify and hold the City and its elected officials, employees, contractors, and agents (the "Indemnified Parties") harmless from any and all liability, on account of injury to persons, or damage to property occasioned by the construction, maintenance, repair, inspection, issuance of permits, or operation of the Electric Facilities located in Public Ways and Public Grounds. The City shall not be indemnified for losses or claims

occasioned through its own negligence or wrongful act or omission except for losses or claims arising out of or alleging City's negligence as to the issuance of permits for, or inspection of, the Company's plans or work.

B. *Defense of City.* In the event a suit is brought against the City under circumstances where indemnification applies, the Company, at its sole cost and expense, shall defend the Indemnified Parties in such suit if Notice thereof is given to the Company within a period wherein the Company is not prejudiced by lack of such Notice. If the Company is required to indemnify and defend, it will thereafter have control of such litigation, but the Company may not settle such litigation without the consent of the Indemnified Parties, which consent shall not be unreasonably withheld. This subsection 14.15.060.B is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the Indemnified Parties, shall be entitled to assert in any action every defense or immunity that the Indemnified Parties could assert on their own behalf. In undertaking and directing any defense under this provision, Company shall not and may not waive any immunity or limitation of liability available to the City without authorization by a resolution of the City's City Council. This Ordinance shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

14.15.070. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS.

The City shall give Company at least two weeks prior written Notice of a proposed vacation of any Public Ways or Public Grounds affecting Electric Facilities. When the City vacates any Public Way or Public Ground affecting Electric Facilities and which requires the Electric Facilities to be permanently relocated, the City will, pursuant to Minnesota Statutes Section 160.29 subd.2, reserve the public easement for utilities for a reasonable amount of time for the Company to complete its relocation. The City and the Company shall comply with Minnesota Statutes, Sections 216D.01 *et seq.*, Section 216D.04 and Minnesota Rules, Chapter 7819, as they may be amended from time to time.

14.15.080. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

14.15.090. FRANCHISE FEE.

A. *Authority.* The City may impose on the Company a franchise fee during the term of, and in consideration for, the Franchise hereby granted, and in lieu of any permit, bond (including construction performance bond) or other fees being imposed on Company, pursuant to Minnesota Statutes §§ 216B.36, 301B.01, or any other applicable law and the City reserves all rights thereunder, by collecting the amounts indicated on the fee schedule set forth in a separate ordinance from each customer in the designated Company Customer Class, or according to such other method of allocating fees as set in the separate ordinance. The separate ordinance need not specify fees according to Company Customer Classes, and may impose a fee applicable to all Company customers without indicating Customer Classes.

B. Separate Ordinance. The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Company is not required to collect a franchise fee if doing so is inconsistent with this Ordinance or applicable state law, provided the Company notifies City Council of the same within 60-days after the effective date of the Northern States Power Company Franchise Fee Ordinance. The City shall not adopt a separate franchise fee ordinance until this Ordinance is effective.

C. Condition of Fee. The separate ordinance imposing the franchise fee shall not be effective against Company unless said ordinance lawfully imposes a fee or tax of the same or substantially similar amount on the sale of Electric Energy, but shall not apply to energy sales for the purpose of providing fuel for vehicles, within the City by any other public utility, provided that, as to such supplier, City has the authority to require such fee or tax. The “same or substantially similar amount” shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 14.15.090.C, the foregoing conditions will be waived to the extent of such written consent.

D. Collection of Fee and Audit. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer in all customer billings for electric service in each class or across the Franchise Area if the fee is applicable to all customers. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 14.15.090. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers by imposing a surcharge in Company’s applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Each franchise fee payment will be accompanied by a statement summarizing how the franchise fee payment was determined. Company agrees to make its records, specifically related to the franchise fee payment, available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers, except that the City may not be liable for disclosure of such information if disclosure is reasonably required by the Minnesota Government Data Practices Act (MGDPA) or any other Minnesota or federal law including the order of any court of competent jurisdiction and provided that the City promptly notifies the Company in writing of a request for data under the MGDPA or federal law which pertains to such information on Company’s customers so that that the Company may take action to limit disclosure of such information, including a protective order, as appropriate, and City will cooperate with

Company to protect such information in a lawful manner. Failure to respond to such notification does not weight against a determination that such customer data is private or non-public.

14.15.100. RELATION TO FRANCHISE FEE ORDINANCE.

This Ordinance is to be interpreted in conjunction with the Northern States Power Company Franchise Fee Ordinance to be codified as CMCO 14.16.010 *et seq.* In the event of a conflict, to the greatest extent possible, both ordinances shall be fully enforced. Where a conflict cannot be reconciled so that both ordinances have effect, the provisions of the Franchise Fee Ordinance shall prevail. If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the parties may agree to extend this franchise for up to one (1) year by amendment, and this franchise and the associated franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect for such extension period.

14.15.110. ABANDONED FACILITIES.

The Company shall comply with Minnesota Statutes, § 216D.01 *et seq.* and Minnesota Rules 7819.3300, as they may be amended, from time to time, with respect to abandoned facilities located in Public Ways and Public Grounds. Company may abandon Electric Facilities in place, provided that at the City's request, Company will remove all abandoned Electric Facilities, including metal or concrete encased conduit interfering with a public improvement project in the right-of-way, but only to the extent such Electrical Facilities are uncovered by excavation as part of the public improvement project.

14.15.120. ANNUAL COORDINATION MEETING.

The Company agrees to meet with the City Administrator, or such other designee as the City may identify from time to time, not more than annually, at a mutually convenient time, to discuss items of concern or interest relating to the subject matter of this Ordinance, their respective short-term and long-term forecasts and/or work plans for construction and other similar work which may affect City, and other matters raised by the City or Company.

14.15.130. PROVISIONS OF ORDINANCE.

A. *Severability.* Every provision of this Ordinance is declared separate from every other provision; and if any provision or portion the Ordinance is held invalid, such invalidity shall not affect any other provision.

B. *Conflict.* In the event of a conflict between this Ordinance and any provision of the City Code, to the greatest extent possible, both ordinances shall be fully enforced. Where a conflict cannot be reconciled, this Ordinance shall prevail, except as provided in Section 14.15.100.

C. *Limitation on Applicability.* No provisions of this Ordinance shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person other than City or Company or their respective successors or assigns.

14.15.140. AMENDMENT PROCEDURE.

The City or the Company may propose at any time that this Ordinance be amended. This Ordinance may be amended at any time by City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within thirty (30) days after the effective date of the amendatory ordinance. If Company does not consent to the amendment, the ordinance containing the amendment shall be revoked by City.

14.15.150. ACCEPTANCE.

The Company shall accept or reject this Ordinance and any amendments thereto within thirty (30) days after passage and publication by filing with the City Clerk in writing. If the Company fails to file written acceptance or rejection within said period then City by resolution may revoke this franchise.

14.15.160. STATUTORY PROVISIONS. It is expressly acknowledged that the City is a local unit of government subject to state statutes, including, but not limited to, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the limitation of liability under Minnesota Statutes, Chapter 466. Nothing in this Ordinance is intended to modify or waive any of the statutory provisions otherwise applicable to the City as a local unit of government.

14.15.170. PUBLICATION AND CODIFICATION.

A summary of this Ordinance may be published following passage. City staff is directed to codify this Ordinance into Chapter 14 of the City Code and may revise the outline and format of this Ordinance to conform to the format and numbering convention of the City Code.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF JUNE, 2025.

Taylor Hubbard, Mayor

ATTEST:

Denise Beebe, City Clerk

(Summary Published in the Waconia Patriot the 26th day of June 2025)

NORTHERN STATES POWER COMPANY
FRANCHISE FEE ORDINANCE

ORDINANCE NO. 2025-1066

CITY OF CHASKA, CARVER COUNTY, MINNESOTA

Motion by Councilmember _____

Second by Councilmember _____

**AN ORDINANCE IMPLEMENTING AN ELECTRIC ENERGY FRANCHISE FEE
ON NORTHERN STATES POWER COMPANY**

A NEW SECTION 14.16 OF CHAPTER 14 OF THE CHASKA MINNESOTA CODE OF ORDINANCES IS ENACTED
AND THE CITY OF CHASKA DOES ORDAIN:

14.16.010. DEFINITIONS.

For the purposes of this Ordinance, the following capitalized terms shall have the following meanings:

City. The City of Chaska, County of Carver, State of Minnesota.

City Code or CMCO. The Chaska Minnesota Code of Ordinances.

Company or NSP. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its agents, successors, and assigns including all agents, successors, or assigns that own or operate any part or parts of the Electric Facilities subject to this Ordinance.

Electric Energy. Electric Energy includes both retail and wholesale electrical energy.

Electric Facilities. Electric transmission and distribution lines, fixtures, structures, and all equipment and appurtenances owned or operated by Company for the purpose of providing Electric Energy.

Franchise Area. The specific geographic area designated on the MPUC maps in effect on September 1, 2021 and as they may be updated, as the electric utility service area for the Company within the corporate limits of the City, but specifically excluding any electric utility service areas served by the City or Minnesota Valley Electric Cooperative.

Franchise Fee. The fee as stated in Section 14.16.030 of this Ordinance.

Franchise Ordinance. Northern States Power Company Electric Franchise Ordinance codified as CMCO 14.15.010 *et seq.* granting an Electric Energy Franchise to NSP.

Gross Revenues. All sums received by the Company from the sale or delivery of Electric Energy within the Franchise Area or the corporate limits of the City. By way of example and not limitation, this includes all Company riders, energy, demand, customer charges, metering fees, sales true-ups, rate adjustments, and interim rates. However, gross revenues excludes any Company surcharge to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, extension charges, and customer services charges.

Notice. A writing given by any party on any other party. Notice to the Company shall be mailed to Northern States Power Company, Attn: General Counsel 414 Nicollet Mall, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, One City Hall Plaza, Chaska, MN 55318.

Ordinance. This Northern States Power Company Franchise Fee Ordinance.

14.16.020. PURPOSE & AUTHORITY.

The City Council has determined it is in the best interest of the City to impose a Franchise Fee on those public utility companies that provide electric services within the City. The Franchise Fee will be used to defray City costs incurred in the maintenance, improvement, acquisition, and administration of Public Ways and Public Grounds as defined in the Franchise Ordinance and, additionally, shall be in lieu of any permit, bond (including construction performance bond) or other fees being imposed on Company, pursuant to Minnesota Statutes §§ 216B.36, 301B.01, or any other applicable law, except as otherwise provided in 14.15.030.B of the Franchise Ordinance. Pursuant to the Franchise Ordinance, the City has the right to impose a Franchise Fee on the Company. The City reserves all rights under Minnesota Statutes §§ 216B.36 and 301B.01, or any other applicable law, to require a Franchise Fee at any time during the term of, and in consideration for, the electric franchise granted to the Company.

14.16.030. FRANCHISE FEE STATEMENT AND SCHEDULE.

A Franchise Fee is hereby imposed on the Company at a rate of 5% of Gross Revenues, the collection of which shall begin in the billing period immediately following the Effective Date described in Section 14.16.080.

14.16.040. PAYMENT.

The Company shall collect the Franchise Fee consistent with the Minnesota Public Utility Commission's March 23, 2011 Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970, and submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.
April – June collections due by July 31.
July – September collections due by October 31.
October – December collections due by January 31.

14.16.050. Payment Adjustment

Payment to the City may be adjusted where the Company is unable to collect the Franchise Fee. This includes non-collectible accounts.

14.16.060. SURCHARGE.

The City recognizes that the Minnesota Public Utilities Commission may allow the Company to add a surcharge to customer rates to reimburse the Company for the cost of the Franchise Fee.

14.16.070. DISPUTE RESOLUTION.

Any dispute, including enforcement of a default regarding this Ordinance will be resolved in accordance with Subsection 14.15.020.E of the Franchise Ordinance.

14.16.080. EFFECTIVE DATE OF FRANCHISE FEE.

This Ordinance shall be effective upon passage, after publication, and (ninety) 90 days after written notice enclosing a copy of this Ordinance is mailed to the Company by certified mail. Collection of the Franchise Fee shall commence as provided above.

14.16.090. RELATION TO FRANCHISE ORDINANCE.

A. *Franchise Ordinance.* This Ordinance is enacted pursuant to, and shall be interpreted in conjunction with, the Franchise Ordinance and the City Code. Any term defined in the Franchise Ordinance which is not defined herein but which is used in this Ordinance shall be given the meaning defined in the Franchise Ordinance.

B. *Conflict.* In the event of a conflict, to the greatest extent possible, both ordinances shall be fully enforced. Where a conflict cannot be reconciled so that both ordinances have effect, the provisions of this Ordinance shall prevail.

C. *Continuation of Franchise Fee.* The Franchise Fee shall continue to be collected and submitted to the City after expiration of the Franchise Ordinance consistent with Subsection 14.15.020.F. of the Franchise Ordinance.

D. *Severability.* Every provision of this Ordinance is declared separate from every other provision; and if any provision or portion the Ordinance is held invalid, such invalidity shall not affect any other provision.

14.16.100. PERIODIC REVIEW.

The City Council shall review this Ordinance from time to time in whatever manner the City Administrator determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it. This Section 14.16.100 is not intended to prohibit the City from changing the Franchise Fee at any time, however the City shall not change the Franchise Fee during the first twelve (12) months after such fee is declared.

14.16.110. PUBLICATION AND CODIFICATION.

A summary of this Ordinance may be published. City staff is directed to codify this Ordinance into Chapter 14 of the City Code and may revise the outline and format of this Ordinance to conform to the format and numbering convention of the City Code.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS 16th DAY OF JUNE, 2025.

Taylor Hubbard, Mayor

ATTEST:

Denise Beebe, City Clerk

(Summary Published in the Waconia Patriot the 26th day of June 2025.)

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE _____ **RESOLUTION NO.** _____

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

Resolution to Approve Summary Publication of Ordinances 2025-1063, 2025-1064, 2025-1065, and 2025-1066

WHEREAS, the City of Chaska recently adopted Ordinance 2025-1063 titled “AN ORDINANCE GRANTING MINNESOTA VALLEY ELECTRIC COOPERATIVE AN ELECTRIC UTILITY FRANCHISE” which is lengthy and not suitable to publication in full; and

WHEREAS, the City of Chaska recently adopted Ordinance 2025-1064 titled “AN ORDINANCE IMPLEMENTING AN ELECTRIC ENERGY FRANCHISE FEE ON MINNESOTA VALLEY ELECTRIC COOPERATIVE” which is lengthy and not suitable to publication in full; and

WHEREAS, the City of Chaska recently adopted Ordinance 2025-1065 titled “AN ORDINANCE GRANTING NORTHERN STATES POWER COMPANY AN ELECTRIC UTILITY FRANCHISE” which is lengthy and not suitable to publication in full; and

WHEREAS, the City of Chaska recently adopted Ordinance 2025-1066 titled “AN ORDINANCE IMPLEMENTING AN ELECTRIC ENERGY FRANCHISE FEE ON NORTHERN STATES POWER COMPANY” which is lengthy and not suitable to publication in full; and

WHEREAS, the City Council has determined that publication of the title and a summary of each of the foregoing ordinances only would clearly inform the public of the intent and effect of the ordinance; and

WHEREAS, copies of the full text of the ordinances shall be available for the public on request at the Chaska Library and at City Clerk’s office;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Chaska that

1. The following summary of Ordinance 2025-1063, is approved for publication in the official newspaper of the City of Chaska:

Ordinance 1063, “AN ORDINANCE GRANTING MINNESOTA VALLEY ELECTRIC COOPERATIVE AN ELECTRIC UTILITY FRANCHISE”, creates a new Article 13 of Chapter 14 of the Chaska Minnesota Code of Ordinances which grants a franchise to Minnesota Valley Electric Cooperative to operate an

electric utility within the municipal boundaries of the City of Chaska, Minnesota. A full copy of the ordinance is available for public inspection during regular business hours of the office of the City Clerk, 1 City Hall Plaza, Chaska, Minnesota 55318, and at the Chaska Library.

2. The following summary of Ordinance 2025-1064, is approved for publication in the official newspaper of the City of Chaska:

Ordinance 1064, “AN ORDINANCE IMPLEMENTING AN ELECTRIC ENERGY FRANCHISE FEE ON MINNESOTA VALLEY ELECTRIC COOPERATIVE”, creates a new Article 14 of Chapter 14 of the Chaska Minnesota Code of Ordinances which imposes a electric franchise fee of 5% of gross revenues on Minnesota Valley Electric Cooperative and its operation of an electric utility within the municipal boundaries of the City of Chaska, Minnesota. A full copy of the ordinance is available for public inspection during regular business hours of the office of the City Clerk, 1 City Hall Plaza, Chaska, Minnesota 55318, and at the Chaska Library.

3. The following summary of Ordinance 2025-1065, is approved for publication in the official newspaper of the City of Chaska:

Ordinance 1065, “AN ORDINANCE NORTHERN STATES POWER COMPANY AN ELECTRIC UTILITY FRANCHISE”, creates a new Article 15 of Chapter 14 of the Chaska Minnesota Code of Ordinances which grants a franchise to Northern States Power Company (d/b/a Xcel Energy) to operate an electric utility within the municipal boundaries of the City of Chaska, Minnesota. A full copy of the ordinance is available for public inspection during regular business hours of the office of the City Clerk, 1 City Hall Plaza, Chaska, Minnesota 55318, and at the Chaska Library.

4. The following summary of Ordinance 2025-1066, is approved for publication in the official newspaper of the City of Chaska:

Ordinance 1066, “AN ORDINANCE IMPLEMENTING AN ELECTRIC ENERGY FRANCHISE FEE ON NORTHERN STATES POWER COMPANY”, creates a new Article 16 of Chapter 14 of the Chaska Minnesota Code of Ordinances which imposes an electric franchise fee of 5% of gross revenues on Northern States Power Company (d/b/a Xcel Energy) and its operation of an electric utility within the municipal boundaries of the City of Chaska, Minnesota. A full copy of the ordinance is available for public inspection during regular business hours of the office of the City Clerk, 1 City Hall Plaza, Chaska, Minnesota 55318, and at the Chaska Library.

5. The City Clerk is directed to provide each of the foregoing summaries to the City's official newspaper for publication according to law, and to make a copy of each the ordinances available at the office of the City Clerk and at the Chaska Library.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHASKA ON THIS 16th DAY OF JUNE, 2025.

	AYE	NAY	ABSENT	ABSTAIN
Councilmember Grau	_____	_____	_____	_____
Councilmember Hatfield	_____	_____	_____	_____
Councilmember Benesh	_____	_____	_____	_____
Councilmember Sheveland	_____	_____	_____	_____
Mayor Hubbard	_____	_____	_____	_____

Presiding Officer

Attest

Taylor Hubbard, Mayor, City of Chaska

Denise Beebe, Senior Clerk, City of Chaska

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

June 16, 2025

Paid and Unpaid Invoices:

Check #'s 356357-356579

\$2,208,247.90

Paid Electronic Invoices:

Wire #'s 4710-4723

\$449,815.39

Amount for Approval-Council Meeting:
June 16, 2025

\$2,658,063.29

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
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141686		05/31/2025	061225	356382	450.00	06/17/2025	INV	PD	May Animal Control
CHECK DATE: 06/12/2025									
107858	ABDO LLP								
507336		05/31/2025	061725	356387	7,380.00	07/09/2025	INV	PD	MAY FINANCE TEMP-DORAN
CHECK DATE: 06/17/2025									
112661	ACKER, ANGELA								
37792-2		06/09/2025	061725	356388	53.69	07/09/2025	INV	PD	CREDIT BALANCE REFUND-114
CHECK DATE: 06/17/2025									
112546	GLOBAL PAYMENTS INC								
CB202505_00020		05/31/2025	061025	356370	80.47	06/30/2025	INV	PD	Fraud card
CHECK DATE: 06/10/2025									
103825	ACUSHNET COMPANY								
920641857		05/27/2025	061725	356389	346.01	06/26/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
920653710		05/28/2025	061725	356389	176.45	07/27/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
920691977		06/02/2025	061725	356389	458.84	07/02/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
920700987		06/03/2025	061725	356389	40.67	07/03/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
106669	ADIDAS AMERICA INC				1,021.97				
6163382337		05/23/2025	061725	356390	474.00	07/22/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
112013	MYRON DANIEL RUSSELL JR								
1447		05/28/2025	061725	356391	750.00	06/27/2025	INV	PD	Dasher Board Cleaning for
CHECK DATE: 06/17/2025									
108949	ADVANTAGE COLLECTION PROFESSIONALS LLC								

Report generated: 06/12/2025 12:31
 User: 8482mrob
 Program ID: apinvlst

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VENDOR INVOICE LIST

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8716982		05/31/2025	061725	356392	728.90	07/06/2025	INV	PD	May Collection Commission
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110350 ALEX PRO FIREARMS LLC									
25245		03/20/2025	061725	356393	1,189.95	07/03/2025	INV	PD	Rifles/Related Equipment
CHECK DATE: 06/17/2025									
100073 AMARIL UNIFORM CO									
IV279481		05/28/2025	061725	356394	298.05	06/28/2025	INV	PD	B. HEITZ FR CLOTHING
CHECK DATE: 06/17/2025									
100089 AMERICAN PRESSURE INC									
150998		06/04/2025	061725	356395	10,344.40	07/04/2025	INV	PD	NEW PRESSURE WASHER-STREE
CHECK DATE: 06/17/2025									
100102 ANCOM COMMUNICATIONS INC									
127876		05/22/2025	061725	356396	-40.00	12/31/2025	CRM	PD	INVOICED WRONG AMOUNT
CHECK DATE: 06/17/2025									
128166		05/29/2025	061725	356396	1,116.00	06/28/2025	INV	PD	MICS FOR RADIOS
CHECK DATE: 06/17/2025									
112814 ANDERSON, MARI									
33120		06/09/2025	061725	356397	150.00	07/09/2025	INV	PD	CREDIT BALANCE REFUND-519
CHECK DATE: 06/17/2025									
112781 ANDERSON, TREVOR									
ACHNOC053025		06/03/2025	060525	356365	445.17	07/03/2025	INV	PD	ACH NOC RETURN
CHECK DATE: 06/05/2025									
100119 SHAKOPEE VALLEY FORD									
403912FOW		05/22/2025	061725	356398	199.29	06/22/2025	INV	PD	#1232 FRONT & REAR BRAKE
CHECK DATE: 06/17/2025									
CM401996FOW		04/24/2025	061725	356398	-35.00	06/10/2025	CRM	PD	CA#430511 HOOD CREDIT
CHECK DATE: 06/17/2025									
109198 ARCHER MECHANICAL									
164.29									

VENDOR INVOICE LIST

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33693 CHECK DATE: 06/17/2025		05/23/2025	061725	356399	7,682.00	06/02/2025	INV	PD	Compressor on Rtu Crooked
33736 CHECK DATE: 06/17/2025		05/23/2025	061725	356399	234.00	06/23/2025	INV	PD	serviced chiller for the
33789 CHECK DATE: 06/17/2025		06/06/2025	061725	356399	3,970.42	07/06/2025	INV	PD	Worked on Arts Addition C
					11,886.42				
100146 ASPEN MILLS INC									
354965 CHECK DATE: 06/17/2025		05/28/2025	061725	356400	23.85	06/27/2025	INV	PD	DUTY UNIFORM-TARMAN
354966 CHECK DATE: 06/17/2025		05/28/2025	061725	356400	146.94	06/27/2025	INV	PD	DUTY UNIFORM-TOCZEK
354967 CHECK DATE: 06/17/2025		05/28/2025	061725	356400	764.18	06/27/2025	INV	PD	CLASS A UNIFORM-COLLAR BR
					934.97				
112811 ATAYEVA, MAYSA									
39575 CHECK DATE: 06/17/2025		06/09/2025	061725	356401	57.55	07/09/2025	INV	PD	CREDIT BALANCE REFUND-300
109052 BACHMANS INC									
INV324805 CHECK DATE: 06/17/2025		05/31/2025	061725	356402	6,335.00	06/30/2025	INV	PD	2025 LIONS/ROTARY TREE PR
105898 BANKVISTA									
141466 CHECK DATE: 06/03/2025		06/02/2025	060325	356357	70,074.22	06/03/2025	INV	PD	BankVista CD FMat 5/6/202
105387 BENJAMIN BUS INC									
141592 CHECK DATE: 06/17/2025		06/06/2025	061725	356403	506.25	06/06/2025	INV	PD	Treks & Trails Preschool
100196 BIFFS INC									
INV232860 CHECK DATE: 06/03/2025		01/28/2025	060325	356358	400.00	06/02/2025	INV	PD	EMPTY FD BATHROOM TRAILER
INV249591		05/27/2025	060325	356358	400.00	06/24/2025	INV	PD	EMPTY FD BATHROOM TRAILER

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VENDOR INVOICE LIST

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112780 BINDER LIFT INC					1,200.00				
251379		05/28/2025	061725	356405	815.00	06/27/2025	INV	PD	BINDER LIFT
CHECK DATE: 06/17/2025									
100201 BCBSM INC									
250602310871		06/02/2025	060525	356366	214,665.21	06/20/2025	INV	PD	JUL EMP INS PREMIUM-MEDIC
CHECK DATE: 06/05/2025									
102279 BOLTON & MENK INC									
0363019		05/15/2025	061725	356406	27,940.26	06/20/2025	INV	PD	MN RIVER BLUFFS REGIONAL
CHECK DATE: 06/17/2025									
0363241		05/20/2025	061725	356406	2,458.00	06/20/2025	INV	PD	TH 41 & CSAH 61 IMPROVEME
CHECK DATE: 06/17/2025									
0364269		05/30/2025	061725	356406	125.00	06/30/2025	INV	PD	Walnut St Lead Service Mo
CHECK DATE: 06/17/2025									
100214 BORDER STATES INDUSTRIES INC					30,523.26				
930487892	250122	06/02/2025	061725	356407	2,108.00	07/25/2025	INV	PD	40 FUSE INLINE HOLDER 12
CHECK DATE: 06/17/2025									
100254 BRYAN ROCK PRODUCTS INC									
69441		05/31/2025	061725	356408	512.51	06/30/2025	INV	PD	W/S STOCKPILE
CHECK DATE: 06/17/2025									
100275 CALLAWAY GOLF									
940432937		05/27/2025	061725	356409	133.60	07/26/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
100332 CENTERPOINT ENERGY RESOURCES CORP									
105010300/MAY25		06/03/2025	061225	356383	2,842.59	07/01/2025	INV	PD	MAY 3210 CHASKA BLVD GAS
CHECK DATE: 06/12/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109045922/MAY25 CHECK DATE: 06/12/2025		06/05/2025	061225	356383	10,201.04	07/03/2025	INV	PD	MAY 1661 PARK RIDGE DR GA
109052076/MAY25 CHECK DATE: 06/12/2025		06/05/2025	061225	356383	5,316.26	07/03/2025	INV	PD	MAY 1611 PARK RIDGE DR GA
120564141/MAY25 CHECK DATE: 06/12/2025		06/03/2025	061225	356383	22.66	07/01/2025	INV	PD	MAY 1599 OAK CREEK PASS G
64030791582/MAY25 CHECK DATE: 06/12/2025		06/03/2025	061225	356383	15.60	07/01/2025	INV	PD	MAY 216 4TH ST GAS SVC
64030828871/MAY25 CHECK DATE: 06/12/2025		06/03/2025	061225	356383	20.93	07/01/2025	INV	PD	MAY 423 N WALNUT ST GAS S
					18,419.08				
100337 QWEST CORPORATION 313773369/JUN25 CHECK DATE: 06/10/2025		06/01/2025	061025	356371	41.15	06/26/2025	INV	PD	JUN CCC BURGLAR ALARM
740254442 CHECK DATE: 06/10/2025		06/01/2025	061025	356372	849.06	07/01/2025	INV	PD	JUN INTERNET SERVICE
					890.21				
112806 CERRATO, ADRI 39531 CHECK DATE: 06/17/2025		06/06/2025	061725	356410	115.55	07/06/2025	INV	PD	CREDIT BALANCE REFUND-418
112820 CHANHASSEN BOOSTER CLUB 2015030.002 CHECK DATE: 06/17/2025		06/10/2025	061725	356411	250.00	07/10/2025	INV	PD	RFD DAMAGE DEPOSIT-SOFTBA PAYEE: CHANHASSEN BOOSTER CLUB
100363 CHASKA HISTORICAL SOCIETY 141360 CHECK DATE: 06/10/2025		05/23/2025	061025	356373	1,326.00	06/27/2025	INV	PD	Murder & Mayhem Tours Spr
100368 CHASKA LAUNDRY CENTER 5682 CHECK DATE: 06/12/2025		05/31/2025	061225	356384	194.89	06/20/2025	INV	PD	MAY TOWELS
110240 CINTAS CORPORATION NO 2 5273149216 CHECK DATE: 06/17/2025		06/02/2025	061725	356412	94.95	07/02/2025	INV	PD	1st Aid Supplies-PD

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
5274486003 CHECK DATE: 06/17/2025		06/09/2025	061725	356413	262.68	07/09/2025	INV	PD	First Aid Supplies-City H
84176/MAY2025 CHECK DATE: 06/10/2025		05/31/2025	061025	356374	2,238.68	06/30/2025	INV	PD	MAY RUG/MAT SVC
					2,596.31				
112803 CLARKSEAN, KELLEN									
32152 CHECK DATE: 06/17/2025		06/06/2025	061725	356414	286.16	07/06/2025	INV	PD	CREDIT BALANCE REFUND-119
106918 ARTHUR CLESEN INC									
24137-00 CHECK DATE: 06/17/2025		06/05/2025	061725	356415	798.70	07/05/2025	INV	PD	Surge Arrestors for Sate1
24351-00 CHECK DATE: 06/17/2025		06/10/2025	061725	356415	709.94	07/10/2025	INV	PD	QUICK COUPLER VALVE FOR I
					1,508.64				
112451 CLIFTONLARSONALLEN LLP									
L251241285 CHECK DATE: 06/10/2025		04/29/2025	061025	356375	26,998.48	07/06/2025	INV	PD	AUDIT SERVICES FOR 12/31/
L251338323 CHECK DATE: 06/10/2025		05/30/2025	061025	356375	5,250.00	07/06/2025	INV	PD	AUDIT SERVICES FOR 12/31/
L251339672 CHECK DATE: 06/10/2025		05/30/2025	061025	356375	1,050.00	06/30/2025	INV	PD	2024 CFDR A AUDIT
					33,298.48				
100419 CLOVER CONDOMINIUM ASSOCIATION									
00498838-43 CHECK DATE: 06/10/2025	250004	06/10/2025	061025	356376	1,544.84	06/30/2025	INV	PD	JUL COMMUNITY ROOM DUES
111572 CLUB PROPHET SOFTWARE LLC									
INV3183453 CHECK DATE: 06/17/2025		06/01/2025	061725	356416	833.00	07/01/2025	INV	PD	JUN TC/LOOP POS SOFTWARE
112821 SCOTT COLTON									
2505003 CHECK DATE: 06/17/2025		06/02/2025	061725	356417	1,200.00	07/03/2025	INV	PD	BEAVER RELOCATION SERVICE

City of Chaska

VENDOR INVOICE LIST

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106301	CORE & MAIN LP								
X036587	CHECK DATE: 06/17/2025	06/03/2025	061725	356418	329.00	07/03/2025	INV	PD	GATE VALVE COVERS
X076947	250126 CHECK DATE: 06/17/2025	05/30/2025	061725	356418	211.92	06/30/2025	INV	PD	INVENTORY-VALVE CORP/KEY
					540.92				
112749	CRAFCO INC								
9403454696	CHECK DATE: 06/17/2025	05/28/2025	061725	356419	3,619.80	06/27/2025	INV	PD	CRACK SEAL MATERIAL
110412	IMPERIAL BAG & PAPER CO LLC								
4383079	CHECK DATE: 06/17/2025	05/27/2025	061725	356420	189.14	06/26/2025	INV	PD	Kaivac Repair
4384904	CHECK DATE: 06/17/2025	05/30/2025	061725	356420	550.14	06/29/2025	INV	PD	Cleaning Supplies-CCC
					739.28				
108994	DAVE A BERG								
Chaska #3	CHECK DATE: 06/17/2025	05/30/2025	061725	356421	2,036.40	06/30/2025	INV	PD	SERVICE TERRITORY ACQUIST
112798	DEAN, JUANITA								
10012174	CHECK DATE: 06/17/2025	06/06/2025	061725	356422	155.70	07/06/2025	INV	PD	CREDIT BALANCE REFUND-228
112783	DIRCKS, TERRY								
141525	CHECK DATE: 06/17/2025	06/04/2025	061725	356423	140.00	07/03/2025	INV	PD	REFUND- CY'S TOBACCO LICE PAYEE: DIRCKS, TERRY
111847	GREGORY WICKENHAUSER								
1641	CHECK DATE: 06/17/2025	04/07/2025	061725	356424	650.00	06/10/2025	INV	PD	TREE REMOVAL VON HERTZEN
103870	DIVERSIFIED PLUMBING AND HEATING INC								
42820	CHECK DATE: 06/17/2025	06/05/2025	061725	356425	3,465.00	07/05/2025	INV	PD	IRR RPZ TESTING-PARKS

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
42846		06/06/2025	061725	356425	4,275.00	07/06/2025	INV	PD	LEAD SERVICE REPLACEMENT-
CHECK DATE: 06/17/2025									
112045 DOCUSIGN INC					7,740.00				
111100459125		01/31/2025	061725	356426	2,808.00	07/02/2025	INV	PD	DOCUSIGN
CHECK DATE: 06/17/2025									
112800 DOERFLER, JIM									
10003785		06/06/2025	061725	356427	196.64	07/06/2025	INV	PD	CREDIT BALANCE REFUND-312
CHECK DATE: 06/17/2025									
104329 DONLIE UNDERGROUND INC									
9878		05/31/2025	061725	356428	8,232.50	06/30/2025	INV	PD	Fiber Project for Public
CHECK DATE: 06/17/2025									
9879		05/31/2025	061725	356428	25,872.50	07/01/2025	INV	PD	WO#16047 HWY 41/ENGLER PR
CHECK DATE: 06/17/2025									
9880		05/31/2025	061725	356428	6,000.00	07/01/2025	INV	PD	HWY 41/ENGLER PROJECT ~ S
CHECK DATE: 06/17/2025									
9881		05/31/2025	061725	356428	3,000.00	07/01/2025	INV	PD	WO# 16047 HWY 41/ENGLER P
CHECK DATE: 06/17/2025									
111462 POND & LIGHTING DESIGN INC					43,105.00				
11654		05/29/2025	061725	356429	1,365.68	06/28/2025	INV	PD	REPAIR CLAY HOLE FOUNTAIN
CHECK DATE: 06/17/2025									
110104 RAINY FALLS VENTURES LLC									
00000453		05/29/2025	061725	356430	908.00	06/28/2025	INV	PD	FF GEAR WASH
CHECK DATE: 06/17/2025									
102657 ENERGY MANAGEMENT SOLUTIONS INC									
10991		05/30/2025	061725	356431	9,527.30	07/04/2025	INV	PD	JUNE MONTHLY RETAINER
CHECK DATE: 06/17/2025									
103643 EROSION PRODUCTS LLC									
13808		05/29/2025	061725	356432	1,406.72	06/28/2025	INV	PD	STORM OPERATING

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 06/17/2025									
112793 FAHEY, CULLEN									
40050		06/05/2025	061725	356433	56.27	07/05/2025	INV	PD	METER DEPOSIT REFUND-800
CHECK DATE: 06/17/2025									
112805 FARKAS, SARA									
37481		06/06/2025	061725	356434	89.88	07/06/2025	INV	PD	CREDIT BALANCE REFUND-402
CHECK DATE: 06/17/2025									
110169 FELHABER LARSON FENLON & VOGT PA									
868048		05/09/2025	061725	356435	11,064.00	06/09/2025	INV	PD	JAMS PROPERTIES & SIEGFRI
CHECK DATE: 06/17/2025									
868049		05/09/2025	061725	356435	20,630.50	06/09/2025	INV	PD	CHASKA RETAIL CONDEMNATIO
CHECK DATE: 06/17/2025									
868050		05/09/2025	061725	356435	168.00	06/09/2025	INV	PD	DT TH 41 PROJECT-PROPERTY
CHECK DATE: 06/17/2025									
					31,862.50				
112644 FERGUSON US HOLDINGS INC									
1650105		05/20/2025	061725	356436	71.97	06/20/2025	INV	PD	MCKNIGHT PK-URINAL PARTS
CHECK DATE: 06/17/2025									
1662208		05/23/2025	061725	356436	12.39	06/23/2025	INV	PD	MCKNIGHT PARK-URINAL PART
CHECK DATE: 06/17/2025									
1684025		06/02/2025	061725	356436	24.44	07/02/2025	INV	PD	A/C REFRIGERANT FILTER
CHECK DATE: 06/17/2025									
					108.80				
100655 FERRELLGAS 7780961									
1130774648		06/04/2025	061725	356437	44.55	07/04/2025	INV	PD	PROPANE
CHECK DATE: 06/17/2025									
RN10908069		05/23/2025	061725	356437	12.00	06/23/2025	INV	PD	MSB PROPANE RENTAL 5/1/25
CHECK DATE: 06/17/2025									
RN10908070		05/23/2025	061725	356437	12.00	06/23/2025	INV	PD	MSB CYL RACK RENTAL 5/1/2
CHECK DATE: 06/17/2025									
					68.55				
106319 CHAD JEREMY FIGG									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
May 2025 TKD CHECK DATE: 06/17/2025		06/02/2025	061725	356438	960.84	07/02/2025	INV	PD	May 2025 Tae Kwon Do
111488 AT&T MOBILITY NATIONAL ACCOUNTS LLC									
287333620278x060325 CHECK DATE: 06/10/2025		05/25/2025	061025	356377	2,018.53	06/20/2025	INV	PD	MAY FIRSTNET MOBILE
106150 SAWTOOTH HOLDINGS									
F23548 CHECK DATE: 06/17/2025		05/23/2025	061725	356439	5,848.70	06/23/2025	INV	PD	MCKNIGHT PARK PLAYGROUND
100673 FLEETPRIDE INC									
125699764 CHECK DATE: 06/10/2025		05/13/2025	061025	356378	247.99	06/13/2025	INV	PD	#312 ENGINE AIR FILTER
125946007 CHECK DATE: 06/10/2025		05/22/2025	061025	356378	2,365.88	06/22/2025	INV	PD	#311 FIRE REAR BRAKES - R
126126255 CHECK DATE: 06/10/2025		05/30/2025	061025	356378	-1,167.96	06/30/2025	CRM	PD	#311 BRAKE SHOE CORE RETU
					1,445.91				
112567 FORCE AMERICA DISTRIBUTING LLC									
IN001-2073375 CHECK DATE: 06/17/2025		06/05/2025	061725	356440	207.07	07/05/2025	INV	PD	#111 & #112 HYD VALVE SPO
112548 ANNETTE JEANNE FOSS									
0004 CHECK DATE: 06/17/2025		06/07/2025	061725	356441	900.00	07/07/2025	INV	PD	New Hire Background - Joh
0005 CHECK DATE: 06/17/2025		06/07/2025	061725	356441	1,202.99	07/07/2025	INV	PD	New Hire Background - Mad
0006 CHECK DATE: 06/17/2025		06/07/2025	061725	356441	1,328.98	07/07/2025	INV	PD	New Hire Background - Mir
0007 CHECK DATE: 06/17/2025		06/07/2025	061725	356441	960.00	07/07/2025	INV	PD	New Hire Background - Tor
					4,391.97				
112817 FRATTALONE COMPANIES INC									
38004		06/09/2025	061725	356442	3,360.00	07/09/2025	INV	PD	HYDRANT REFUND-2007 SCHOO

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 06/17/2025									
100693 FS3 INC									
94241		05/30/2025	061725	356443	488.14	06/30/2025	INV	PD	PULLING ROPE
CHECK DATE: 06/17/2025									
94245		05/27/2025	061725	356443	1,217.16	06/26/2025	INV	PD	PULLING LUBE
CHECK DATE: 06/17/2025									
94307		06/03/2025	061725	356443	626.36	07/03/2025	INV	PD	LOCATING PULL TAPE
CHECK DATE: 06/17/2025									
94408	250123	06/04/2025	061725	356443	12,720.00	07/04/2025	INV	PD	24,000' CONDUIT 2" CONTIN
CHECK DATE: 06/17/2025									
					15,051.66				
100705 GCSAA									
1449227		05/28/2025	061725	356444	275.00	07/01/2025	INV	PD	D REIF MEMBERSHIP DUES
CHECK DATE: 06/17/2025									
1449497		05/28/2025	061725	356444	530.00	07/01/2025	INV	PD	M MOERS MEMBERSHIP DUES
CHECK DATE: 06/17/2025									
1449966		05/27/2025	061725	356444	275.00	07/01/2025	INV	PD	J HOLDEN MEMBERSHIP DUES
CHECK DATE: 06/17/2025									
					1,080.00				
101463 GOPHER STATE ONE CALL									
5050285		05/31/2025	061725	356445	886.95	06/30/2025	INV	PD	MAY LOCATES
CHECK DATE: 06/17/2025									
100753 GPS INDUSTRIES LLC									
LEASE0130143		06/15/2025	061725	356446	5,504.00	07/15/2025	INV	PD	GPS LEASE
CHECK DATE: 06/17/2025									
100759 WW GRAINGER INC									
9512818213		05/20/2025	061725	356447	328.98	06/19/2025	INV	PD	HOSE REELS FOR CHEM ROOMS
CHECK DATE: 06/17/2025									
9513812124		05/20/2025	061725	356447	221.56	06/19/2025	INV	PD	MCKNIGHT SHELTER TOILET R
CHECK DATE: 06/17/2025									
9518051561		05/23/2025	061725	356447	198.02	06/22/2025	INV	PD	PD BATHROOM FAUCET
CHECK DATE: 06/17/2025									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
9518320149		05/23/2025	061725	356447	321.61	06/22/2025	INV	PD	MCKNIGHT TOILET REPAIR
CHECK DATE: 06/17/2025									
100782 GS DIRECT INC					1,070.17				
380259		05/23/2025	061725	356448	263.20	06/23/2025	INV	PD	PLOTTER PAPER
CHECK DATE: 06/17/2025									
112795 GULBRANSON, LILLY									
40275		06/05/2025	061725	356449	171.40	07/05/2025	INV	PD	METER DEPOSIT REFUND-1600
CHECK DATE: 06/17/2025									
106216 ROSHE 2 INCORPORATED									
3232		06/01/2025	061725	356450	2,117.50	07/01/2025	INV	PD	MAY EVENT LABOR
CHECK DATE: 06/17/2025									
3233		06/01/2025	061725	356450	4,210.00	07/01/2025	INV	PD	JUN CURL/EVENT CTR CLEANI
CHECK DATE: 06/17/2025					6,327.50				
112809 HANKS, BARBARA									
10015993		06/09/2025	061725	356451	20.23	07/09/2025	INV	PD	CREDIT BALANCE REFUND-110
CHECK DATE: 06/17/2025									
111350 HANSONS SANDBLASTING LLC									
7946		06/04/2025	061725	356452	1,750.00	07/04/2025	INV	PD	CITY SQ-SANDBLASING LIGHT
CHECK DATE: 06/17/2025									
100807 HARTMAN COMPANIES INC									
14429		05/19/2025	061725	356453	25,630.00	06/19/2025	INV	PD	2025 SHADE TREE PROGRAM
CHECK DATE: 06/17/2025									
112785 HASAN, MOHAMED									
37331		06/05/2025	061725	356454	34.04	07/05/2025	INV	PD	METER DEPOSIT REFUND-1108
CHECK DATE: 06/17/2025									
100810 HAWKINS INC									
7087762		05/30/2025	061725	356455	7,328.09	07/14/2025	INV	PD	WTP CHEMICALS
CHECK DATE: 06/17/2025									

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112819	MATTHEW HEGER								
141690		06/10/2025	061725	356456	420.75	07/09/2025	INV	PD	Ice Cream Social-Ice Crea
CHECK DATE:	06/17/2025								
110502	HEITZ, BRANDON								
141537		05/08/2025	061725	356457	58.80	07/05/2025	INV	PD	Mileage-MMUA Leadership C
CHECK DATE:	06/17/2025								
100848	HIGH TECH CLEANING INC								
21274		06/01/2025	061725	356458	3,392.82	07/01/2025	INV	PD	CITY HALL
CHECK DATE:	06/17/2025								
21275		06/01/2025	061725	356458	535.60	07/01/2025	INV	PD	COMMUNITY ROOM-CLOVER RID
CHECK DATE:	06/17/2025								
21277		06/01/2025	061725	356458	1,251.45	07/01/2025	INV	PD	HISTORY CENTER
CHECK DATE:	06/17/2025								
21279		06/01/2025	061725	356458	2,603.86	07/01/2025	INV	PD	MSB
CHECK DATE:	06/17/2025								
21280		06/01/2025	061725	356458	190.55	07/01/2025	INV	PD	STANTEC BUILDING
CHECK DATE:	06/17/2025								
21281		06/01/2025	061725	356458	684.95	07/01/2025	INV	PD	WTP
CHECK DATE:	06/17/2025								
21282		06/01/2025	061725	356458	625.00	07/01/2025	INV	PD	THE LOOP
CHECK DATE:	06/17/2025								
112779	LORI MANTHEY				9,284.23				
867086		05/28/2025	061725	356459	2,229.27	06/28/2025	INV	PD	121 Chicken Dinners-Lodge
CHECK DATE:	06/17/2025								
112778	HODAPP, ARIEL								
2014962.002		05/30/2025	061725	356460	17.00	06/30/2025	INV	PD	RFD ONE DAY OF AFTER SCHO
CHECK DATE:	06/17/2025								PAYEE: HODAPP, ARIEL
112818	HOLLENBECK, KARL								
34036		06/09/2025	061725	356461	45.54	07/09/2025	INV	PD	CREDIT BALANCE REFUND-547
CHECK DATE:	06/17/2025								PAYEE: HOLLENBECK, KARL

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112784	HOWARD, THERESA								
37101		06/05/2025	061725	356462	81.36	07/05/2025	INV	PD	METER DEPOSIT REFUND-1212
	CHECK DATE: 06/17/2025								
100879	PRAIRIE TECHNOLOGIES INC OF MN								
250503		05/20/2025	061725	356463	6,775.68	06/20/2025	INV	PD	CCC-COMPASS SYS REPAIRS
	CHECK DATE: 06/17/2025								
100889	INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP								
2025/0530-ICMA		05/30/2025	060325	356359	6,067.05	05/30/2025	INV	PD	053025 Payroll - 457 & Ro
	CHECK DATE: 06/03/2025								
104751	IMPACT MAILING OF MINNESOTA INC								
217660		06/05/2025	061725	356464	8,733.35	07/05/2025	INV	PD	May Bills
	CHECK DATE: 06/17/2025								
217674		06/05/2025	061725	356464	1,520.07	07/05/2025	INV	PD	May Reminders
	CHECK DATE: 06/17/2025								
217675		06/05/2025	061725	356464	629.68	07/05/2025	INV	PD	May Disconnects
	CHECK DATE: 06/17/2025								
217676		05/30/2025	061725	356464	664.17	07/05/2025	INV	PD	May Finals
	CHECK DATE: 06/17/2025								
110528	INVOICE CLOUD INC				11,547.27				
3052-2025_5		05/31/2025	061725	356465	12,192.61	07/04/2025	INV	PD	May UB Payment Processing
	CHECK DATE: 06/17/2025								
IC620173098		05/21/2025	061725	356465	6,000.00	06/21/2025	INV	PD	Platform Conversion Imple
	CHECK DATE: 06/17/2025								
112796	J&R LARSON GROUNDS MAINT				18,192.61				
40502		06/05/2025	061725	356466	3,163.66	07/05/2025	INV	PD	HYDRANT PERMIT REFUND-CRE
	CHECK DATE: 06/17/2025								
105854	JANSEN, TYLER								
KeyRefund-Reissue		06/01/2023	061025	356379	10.00	07/03/2025	INV	PD	Replace lost ck 347310 da

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 06/10/2025									
106201 JAPINGA, JENNIFER									
10012897-1		06/06/2025	061725	356467	152.43	07/06/2025	INV	PD	CREDIT BALANCE REFUND-938
CHECK DATE: 06/17/2025									
102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC									
53012729		05/29/2025	061725	356468	1,226.32	06/29/2025	INV	PD	SPRINKLER REPAIRS
CHECK DATE: 06/17/2025									
112519 JOHNSON HEALTH TECH RETAIL INC									
22-045298		05/30/2025	061725	356469	1,126.62	06/30/2025	INV	PD	Replacement Slam Balls fo
CHECK DATE: 06/17/2025									
108261 JOHNSON, ABBY									
2015014.002		06/10/2025	061725	356470	33.00	07/10/2025	INV	PD	RFD YOUTH BASKETBALL 3/15
CHECK DATE: 06/17/2025									
PAYEE: JOHNSON, ABBY									
108948 AUDRANN INC									
1529473		06/02/2025	061725	356471	317.17	07/17/2025	INV	PD	REFRIGERANT TANK
CHECK DATE: 06/17/2025									
1529987		06/04/2025	061725	356471	127.19	07/19/2025	INV	PD	HVAC CLEANERS/GASKETS
CHECK DATE: 06/17/2025									
					444.36				
112450 JONES, ISAIAH									
141536		05/23/2025	061725	356472	32.00	07/05/2025	INV	PD	Reimburse Class D Testing
CHECK DATE: 06/17/2025									
100992 KEYS WELL DRILLING COMPANY									
WELL 6-1		05/08/2025	061225	356385	55,346.81	06/14/2025	INV	PD	WELL 6 MAINTENANCE PROJEC
CHECK DATE: 06/12/2025									
112611 KLEIN, KYLE									
36909-2		06/09/2025	061725	356473	37.48	07/09/2025	INV	PD	CREDIT BALANCE REFUND-300
CHECK DATE: 06/17/2025									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
103247	RACHAEL KROOG								
05,2025-01		05/24/2025	061725	356474	200.00	06/30/2025	INV	PD	Pickleball Lessons - Inst
CHECK DATE:	06/17/2025								
101103	L & S ELECTRIC INC								
0026532		05/28/2025	061725	356475	5,290.00	06/27/2025	INV	PD	MN RIVER SUB-ARRESTER
CHECK DATE:	06/17/2025								
112810	LANDES, KATHRYN								
39527		06/09/2025	061725	356476	55.04	07/09/2025	INV	PD	CREDIT BALANCE REFUND-110
CHECK DATE:	06/17/2025								
112799	LANG, LUKE								
39633		06/06/2025	061725	356477	123.77	07/06/2025	INV	PD	CREDIT BALANCE REFUND-320
CHECK DATE:	06/17/2025								
101043	LANO EQUIPMENT INC								
01-1158405		06/05/2025	061725	356478	400.65	07/05/2025	INV	PD	#147 HYD BUCKET ATTACHMEN
CHECK DATE:	06/17/2025								
01-1158407		06/05/2025	061725	356478	155.70	07/05/2025	INV	PD	#266 BRUSH OX MOWERS BLAD
CHECK DATE:	06/17/2025								
101056	LEAGUE OF MINNESOTA CITIES				556.35				
40007906-6/4/25		06/04/2025	061725	356479	117,391.00	07/01/2025	INV	PD	Property/Casualty Ins Pre
CHECK DATE:	06/17/2025								
101057	LEAGUE OF MINNESOTA CITIES								
10002436-6/4/25		06/04/2025	061725	356480	185,961.00	07/01/2025	INV	PD	WC INS PREM-INSTALLMENT 3
CHECK DATE:	06/17/2025								
101071	LENZEN CHEVROLET BUICK INC								
332219		06/05/2025	061725	356481	123.40	07/05/2025	INV	PD	#1222 RECALL & WIPER MOTO
CHECK DATE:	06/17/2025								
91186		06/04/2025	061725	356481	26.93	07/04/2025	INV	PD	#1222 TURN INDICATOR SWIT
CHECK DATE:	06/17/2025								

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110118 LOCKRIDGE GRINDAL NAUEN PLLP					150.33				
119754 CHECK DATE: 06/17/2025		06/01/2025	061725	356482	3,333.33	07/11/2025	INV	PD	JUN LOBBYIST FOR CITY SQU
112812 MACCHI, TERESA									
10006861 CHECK DATE: 06/17/2025		06/09/2025	061725	356483	184.26	07/09/2025	INV	PD	CREDIT BALANCE REFUND-110
103449 MADDEN GALANTER HANSEN LLP									
141528 CHECK DATE: 06/17/2025		06/03/2025	061725	356484	496.35	07/03/2025	INV	PD	MAY LEGAL-LABOR RELATIONS
104521 MANGOLD GROUP LLC									
20982 CHECK DATE: 06/17/2025		05/31/2025	061725	356485	2,337.00	06/10/2025	INV	PD	MT. PLEASANT-MAY 2025
112351 MANSFIELD SERVICE PARTNERS LLC									
IN-00210996 CHECK DATE: 06/17/2025		05/30/2025	061725	356486	18,833.56	06/29/2025	INV	PD	FUEL
112790 MATANICH, MORGAN									
39859 CHECK DATE: 06/17/2025		06/05/2025	061725	356487	92.40	07/05/2025	INV	PD	METER DEPOSIT REFUND-1600
112797 MCFADDEN II, LEONARD									
40565 CHECK DATE: 06/17/2025		06/05/2025	061725	356488	36.31	07/05/2025	INV	PD	METER DEPOSIT REFUND-3000
101168 MELCHERT HUBERT SJODIN PLLP									
179764 CHECK DATE: 06/17/2025		05/19/2025	061725	356489	18,357.50	06/19/2025	INV	PD	MAY LEGAL BILL
101183 METROPOLITAN COUNCIL									
0001189490 CHECK DATE: 06/17/2025		06/09/2025	061725	356491	771.49	07/09/2025	INV	PD	SAC Deferral-Red Bench &

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
MAY 2025 SAC		05/31/2025	061725	356490	14,760.90	06/30/2025	INV	PD	MAY SAC CHARGES
CHECK DATE: 06/17/2025									
101182 METROPOLITAN COUNCIL					15,532.39				
0001188500		06/02/2025	061725	356492	311,137.34	07/01/2025	INV	PD	JUL SEWER SERVICES FOR ME
CHECK DATE: 06/17/2025									
101187 METRO SALES INC									
INV2804927		06/03/2025	061725	356493	172.48	07/03/2025	INV	PD	RICOH COPIER-CURL/EVENT C
CHECK DATE: 06/17/2025									
INV2804928		06/03/2025	061725	356493	147.88	07/03/2025	INV	PD	FD COLOR COPIER
CHECK DATE: 06/17/2025									
INV2806348		06/05/2025	061725	356493	163.00	07/05/2025	INV	PD	Contract Invoice
CHECK DATE: 06/17/2025									
112602 MEUWISSEN, LEON					483.36				
10002472-2		06/09/2025	061725	356494	79.16	07/09/2025	INV	PD	CREDIT BALANCE REFUND-311
CHECK DATE: 06/17/2025									
101196 MID COUNTY COOP #122622									
82334		05/27/2025	060325	356360	983.28	06/06/2025	INV	PD	332 GLS GAS-TC
CHECK DATE: 06/03/2025									
82335		05/27/2025	060325	356360	831.35	06/06/2025	INV	PD	279 GLS DIESEL-TC
CHECK DATE: 06/03/2025									
101217 MINNESOTA CHILD SUPPORT PMT CTR					1,814.63				
PR053025-0015806598		05/30/2025	060325	356361	461.46	05/30/2025	INV	PD	053025 Payroll - Child Su
CHECK DATE: 06/03/2025									
101236 MINNESOTA GOLF ASSOCIATION LLC									
250560		05/21/2025	061725	356495	30,250.00	06/21/2025	INV	PD	MGA HANDICAP DUES
CHECK DATE: 06/17/2025									
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
107050711/MAY25		05/27/2025	061025	356380	1,546.60	06/22/2025	INV	PD	MAY ST LITES-TOWN COURSE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 06/10/2025									
105308 MINNESOTA VALLEY UTILITY SERVICES LLC									
1078873		06/04/2025	061725	356496	2,219.50	07/04/2025	INV	PD	MONTHLY SUBSTATION MAINTEN
CHECK DATE: 06/17/2025									
112807 NINA STONE									
MN250624		04/22/2025	061725	356497	400.00	06/16/2025	INV	PD	Kids Concert Performer 6/
CHECK DATE: 06/17/2025									
101192 STATE OF MINNESOTA									
1000053292		06/02/2025	061725	356498	10,244.00	07/03/2025	INV	PD	1ST QTR 2026 INDIRECT ASS
CHECK DATE: 06/17/2025									
101341 MINNESOTA DEPT OF LABOR & INDUSTRY									
MAY0190352025		05/31/2025	061725	356499	3,516.97	06/30/2025	INV	PD	MAY PERMIT SURCHARGES
CHECK DATE: 06/17/2025									
101351 MN DEPARTMENT OF TRANSPORTATION									
P00019720		05/28/2025	061725	356500	231.81	06/27/2025	INV	PD	MN RIVER BLUFFS REGIONAL
CHECK DATE: 06/17/2025									
105853 MOR GOLF AND UTILITY INC									
53840		05/19/2025	061725	356501	200.22	06/19/2025	INV	PD	CART WINDSHIELD REPLACEME
CHECK DATE: 06/17/2025									
53988		05/27/2025	061725	356501	189.44	06/27/2025	INV	PD	CART KEYS
CHECK DATE: 06/17/2025									
54090		05/30/2025	061725	356501	1,340.00	06/30/2025	INV	PD	RENTAL CARTS
CHECK DATE: 06/17/2025									
54248		06/03/2025	061725	356501	224.23	07/03/2025	INV	PD	CART WINDSHIELD
CHECK DATE: 06/17/2025									
					1,953.89				
111870 MPOWER TECHNOLOGIES INC									
6229		05/30/2025	061725	356502	225.00	06/30/2025	INV	PD	TESTING AMI, YUKON
CHECK DATE: 06/17/2025									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
103088	SID TOOL CO INC								
25100570		05/27/2025	061725	356503	26.00	06/27/2025	INV	PD	STAINLESS STEEL BOLTS
CHECK DATE:	06/17/2025								
25100580		05/27/2025	061725	356503	34.25	06/27/2025	INV	PD	NUTS, BOLTS AND WASHERS
CHECK DATE:	06/17/2025								
25501730		05/28/2025	061725	356503	52.10	06/28/2025	INV	PD	EYE BOLTS & LYNCH PINS
CHECK DATE:	06/17/2025								
25684780		05/28/2025	061725	356503	5.60	06/28/2025	INV	PD	CLEVIS PINS
CHECK DATE:	06/17/2025								
25950050		05/29/2025	061725	356503	177.78	06/29/2025	INV	PD	CHAIN HOOKS FOR TRAILER S
CHECK DATE:	06/17/2025								
					295.73				
101356	MTI DISTRIBUTING INC #31380								
1477220-00		06/02/2025	061725	356504	899.74	07/02/2025	INV	PD	#240 FENDER, BRAKE PADS A
CHECK DATE:	06/17/2025								
1477819-00		06/05/2025	061725	356504	34.28	07/05/2025	INV	PD	#234 FUEL TANK LINE GROMM
CHECK DATE:	06/17/2025								
					934.02				
101354	MTI DISTRIBUTING INC #700767								
1474431-00		06/02/2025	061725	356505	232.20	07/02/2025	INV	PD	SPRAYER PRESSURE GAUGE
CHECK DATE:	06/17/2025								
1474431-01		05/28/2025	061725	356505	233.52	06/28/2025	INV	PD	PRESSURE GAUGE FOR SPRAYE
CHECK DATE:	06/17/2025								
1476729-00		05/30/2025	061725	356505	852.53	06/30/2025	INV	PD	3500 PARTS
CHECK DATE:	06/17/2025								
1476729-01		06/02/2025	061725	356505	60.29	07/02/2025	INV	PD	3500 MOTOR MOUNT
CHECK DATE:	06/17/2025								
1477948-00		06/05/2025	061725	356505	382.38	07/05/2025	INV	PD	Tire & Rim for 3500 Mower
CHECK DATE:	06/17/2025								
					1,760.92				
101357	MUELLER SYSTEMS LLC								
66247570		05/30/2025	061725	356506	660.21	06/30/2025	INV	PD	INSTALL RADIO MAINTENANCE
CHECK DATE:	06/17/2025								
101365	STAR GROUP LLC								

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4472/MAY2025 CHECK DATE: 06/12/2025		05/31/2025	061225	356386	4,600.13	06/10/2025	INV	PD	MAY PARTS & SUPPLIES
112788 NICHOLS, AUSTIN									
39808 CHECK DATE: 06/17/2025		06/05/2025	061725	356507	38.05	07/05/2025	INV	PD	METER DEPOSIT REFUND-9000
102654 NORTH AMERICAN SAFETY INC									
INV98846 CHECK DATE: 06/17/2025		05/30/2025	061725	356508	775.70	06/30/2025	INV	PD	SUMMER EMPLOYEES SAFETY C
INV99012 CHECK DATE: 06/17/2025		06/04/2025	061725	356508	132.00	07/04/2025	INV	PD	GLOVES
					907.70				
112748 OERTEL ARCHITECTS LTD									
25-07.2 CHECK DATE: 06/17/2025		06/04/2025	061725	356509	43,875.00	07/04/2025	INV	PD	Invoice 2- Chaska Municip
107851 OLDCASTLE INFRASTRUCTURE INC									
120065050 CHECK DATE: 06/17/2025	250121	05/20/2025	061725	356510	9,742.00	06/19/2025	INV	PD	TRNS BASES, TRNS CABLE TR
101465 ON SITE SANITATION INC									
0001900273 CHECK DATE: 06/17/2025		06/07/2025	061725	356511	178.00	07/07/2025	INV	PD	TOWN COURSE MAINTENANCE
0001900274 CHECK DATE: 06/17/2025		06/07/2025	061725	356511	146.00	07/07/2025	INV	PD	CLOVER RIDGE SOCCER FIELD
0001900275 CHECK DATE: 06/17/2025		06/07/2025	061725	356511	292.00	07/07/2025	INV	PD	SUNSET PARK
0001900276 CHECK DATE: 06/17/2025		06/07/2025	061725	356511	178.00	07/07/2025	INV	PD	TOWN COURSE
					794.00				
112813 ONEILL, CYNTHIA									
34697 CHECK DATE: 06/17/2025		06/09/2025	061725	356512	222.18	07/09/2025	INV	PD	CREDIT BALANCE REFUND-114

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
112789	OTTO, CONNOR								
39849		06/05/2025	061725	356513	122.20	07/05/2025	INV	PD	METER DEPOSIT REFUND-1600
CHECK DATE: 06/17/2025									
101482	PANNING, HUNTER								
141540		05/22/2025	061725	356514	35.70	07/05/2025	INV	PD	Reimburse Uber-Govt Socia
CHECK DATE: 06/17/2025									
109770	PEMBER COMPANIES INC								
52492400-8		06/06/2025	061725	356515	160,321.48	07/06/2025	INV	PD	2024 DT STREETSCAPING-5TH
CHECK DATE: 06/17/2025									
112802	PENNING, DANIEL								
10012953		06/06/2025	061725	356516	168.18	07/06/2025	INV	PD	CREDIT BALANCE REFUND-257
CHECK DATE: 06/17/2025									
112791	PERLICH, BRADY								
39894		06/05/2025	061725	356517	71.32	07/05/2025	INV	PD	METER DEPOSIT REFUND-3200
CHECK DATE: 06/17/2025									
108564	PERSONNEL EVALUATION INC								
54936		05/31/2025	061725	356518	25.00	06/30/2025	INV	PD	PEP Testing - New Hire -
CHECK DATE: 06/17/2025									
101530	PING INC								
18285585		05/27/2025	061725	356519	161.42	07/27/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
101536	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC								
3107259454		06/10/2025	061725	356520	487.35	07/29/2025	INV	PD	Postage Machine Lease 4/3
CHECK DATE: 06/17/2025									
101539	PLAISTED COMPANIES INC								
82320		05/28/2025	061725	356521	1,251.84	06/28/2025	INV	PD	TOPDRESSING SAND
CHECK DATE: 06/17/2025									
82958		06/07/2025	061725	356521	1,115.92	07/07/2025	INV	PD	BUNKER SAND
CHECK DATE: 06/17/2025									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					2,367.76				
109689 PLANSOURCE BENEFITS ADMINISTRATION INC									
IN356176		05/27/2025	060525	356367	32.10	06/27/2025	INV	PD	ACA Fulfillment 2024 True
CHECK DATE: 06/05/2025									
112804 POTTER, IINA									
35973		06/06/2025	061725	356522	74.82	07/06/2025	INV	PD	CREDIT BALANCE REFUND-380
CHECK DATE: 06/17/2025									
101557 POWER SYSTEM ENGINEERING INC									
9058737		06/10/2025	061725	356523	2,360.00	07/10/2025	INV	PD	AMI CONTRACT NEGOTIATIONS
CHECK DATE: 06/17/2025									
101571 PREMIUM WATERS INC									
310827008		05/31/2025	061725	356525	65.00	06/30/2025	INV	PD	June Water Cooler
CHECK DATE: 06/17/2025									
41708011307		05/31/2025	061725	356524	113.07	06/30/2025	INV	PD	CLUBHOUSE WATER
CHECK DATE: 06/17/2025									
					178.07				
101576 FORNER ENTERPRISES INC									
20257114		05/22/2025	061725	356526	115.00	06/22/2025	INV	PD	BADGE GRAPHICS-CA#432622
CHECK DATE: 06/17/2025									
107855 STAPLES INC									
44239595		05/22/2025	061725	356528	31.99	06/21/2025	INV	PD	TAPE
CHECK DATE: 06/17/2025									
44249122		05/22/2025	061725	356528	79.98	06/22/2025	INV	PD	BATTERIES-LOCATOR
CHECK DATE: 06/17/2025									
44249354		05/22/2025	061725	356528	34.58	06/21/2025	INV	PD	BATTERIES AND PENS
CHECK DATE: 06/17/2025									
44454864-1		06/09/2025	061725	356527	14.37	07/09/2025	INV	PD	Insert tabs for binders f
CHECK DATE: 06/17/2025									
44454864-2		06/09/2025	061725	356527	29.49	07/09/2025	INV	PD	Bowls for the breakroom
CHECK DATE: 06/17/2025									

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101684 R & R SPECIALTIES OF WISCONSIN INC					190.41				
0085516-IN		05/30/2025	061725	356529	45.00	06/30/2025	INV	PD	Zamboni Blade Sharpening
CHECK DATE: 06/17/2025									
112782 RAUH, AMANDA									
2014973.002		06/03/2025	060525	356368	47.67	07/03/2025	INV	PD	REFUND-AFTER SCHOOL CARE
CHECK DATE: 06/05/2025									PAYEE: RAUH, AMANDA
101616 RDO EQUIPMENT COMPANY									
E0905801		05/30/2025	061725	356530	22,712.76	06/30/2025	INV	PD	T35 PARK DEPT
CHECK DATE: 06/17/2025									
101631 REINDERS INC									
3197271-01		05/31/2025	061725	356531	7,464.71	06/30/2025	INV	PD	TRICURE WETTING AGENT
CHECK DATE: 06/17/2025									
3409153-01		06/03/2025	061725	356531	117.23	07/03/2025	INV	PD	HERBICIDE
CHECK DATE: 06/17/2025									
3410032-00		06/09/2025	061725	356531	345.70	07/09/2025	INV	PD	INSECTICIDE-LOOP
CHECK DATE: 06/17/2025									
107697 RIVERS EDGE CONCRETE LLC					7,927.64				
7747280		05/14/2025	061725	356532	1,371.25	06/14/2025	INV	PD	GAZEBO
CHECK DATE: 06/17/2025									
111092 RJ RYAN CONSTRUCTION INC									
37829-2		06/09/2025	061725	356533	816.93	07/09/2025	INV	PD	CREDIT BALANCE REFUND-CHA
CHECK DATE: 06/17/2025									
107494 ROBERT THOMAS HOMES									
10005397-9		06/06/2025	061725	356534	38.30	07/06/2025	INV	PD	CREDIT BALANCE REFUND-664
CHECK DATE: 06/17/2025									
112794 RODRIGUEZ, JOSE									
40127		06/05/2025	061725	356535	17.59	07/05/2025	INV	PD	METER DEPOSIT REFUND-2910
CHECK DATE: 06/17/2025									

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112792	ROLFF, CHRISTIAN								
39919	CHECK DATE: 06/17/2025	06/05/2025	061725	356536	54.84	07/05/2025	INV	PD	METER DEPOSIT REFUND-1112
112815	ROSENDAAL, TERRI								
36160	CHECK DATE: 06/17/2025	06/09/2025	061725	356537	59.57	07/09/2025	INV	PD	CREDIT BALANCE REFUND-300
101690	RUFFRIDGE JOHNSON EQUIPMENT CO INC								
S0110922	CHECK DATE: 06/17/2025	06/03/2025	061725	356538	761.58	07/03/2025	INV	PD	ASPHALT WORK TOOLS
112801	SCHIFFLI, BRITTANIE								
10005913	CHECK DATE: 06/17/2025	06/06/2025	061725	356539	132.79	07/06/2025	INV	PD	CREDIT BALANCE REFUND-237
101738	SCHILLING SUPPLY COMPANY								
1005836-01	CHECK DATE: 06/17/2025	06/09/2025	061725	356540	62.47	07/09/2025	INV	PD	Cleaning Supplies-CCC
1008925-00	CHECK DATE: 06/17/2025	06/05/2025	061725	356540	63.64	07/05/2025	INV	PD	Laundry detergent
1009197-00	CHECK DATE: 06/17/2025	06/09/2025	061725	356540	4,258.12	07/09/2025	INV	PD	Cleaning Supplies-CCC
					4,384.23				
101744	SCOTT COUNTY TREASURER								
IN32261	CHECK DATE: 06/03/2025	05/13/2025	060325	356362	1,750.00	06/09/2025	INV	PD	Department Range Training
107602	SHAKOPEE MDEWAKANTON SIOUX COMMUNITY (SMSC)								
3235	CHECK DATE: 06/17/2025	05/31/2025	061725	356541	6,696.75	06/30/2025	INV	PD	STORM/SPRING CLEANUP
104547	SITEONE LANDSCAPE SUPPLY HOLDING LLC								
153950727-001	CHECK DATE: 06/17/2025	05/23/2025	061725	356542	3,196.12	06/23/2025	INV	PD	HERBICIDE-PARKS

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
154073902-001 CHECK DATE: 06/17/2025		05/27/2025	061725	356542	257.93	06/15/2025	INV	PD	MOUND CLAY-ATHLETIC PK
					3,454.05				
106596 SIWEK LUMBER JORDAN INC									
109195 CHECK DATE: 06/17/2025		06/09/2025	061725	356543	288.66	07/09/2025	INV	PD	FORM MATERIAL
101857 ST ANDREWS PRODUCT COMPANY									
118618-8993 CHECK DATE: 06/17/2025		05/30/2025	061725	356544	255.73	06/29/2025	INV	PD	LOOP PENCILS
103950 APPLIED CONCEPTS									
458061 CHECK DATE: 06/17/2025		05/21/2025	061725	356545	919.00	06/20/2025	INV	PD	Squad Radars - PSA \$\$
101850 STANTEC CONSULTING SERVICES INC									
2393307 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	2,144.75	06/12/2025	INV	PD	SE COLLECTOR
2393308 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	1,385.41	06/12/2025	INV	PD	CREEK RD TRUNK SEWER PH 4
2393309 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	3,969.91	06/12/2025	INV	PD	NE COLLECTOR IN SW AREA-P
2393310 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	15,396.00	06/12/2025	INV	PD	RECORD PLAN/BASE MAP UPDA
2393311 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	1,624.16	06/12/2025	INV	PD	BAVARIA RD TURN LNS @ SWC
2393312 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	1,350.25	06/12/2025	INV	PD	THE LOOP (FKA PAR 30) GOL
2393313 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	1,012.00	06/12/2025	INV	PD	STORMWATER REVIEW-BIOLYPH
2393314 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	556.50	06/12/2025	INV	PD	STORMWATER REVIEW-HIGHPOI
2393315 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	2,312.50	06/12/2025	INV	PD	STORMWATER REVIEW-BECKMAN
2393316 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	1,260.50	06/12/2025	INV	PD	STORMWATER REVIEW-EDCO

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2393329-A CHECK DATE: 06/17/2025		05/12/2025	061725	356546	3,859.40	06/12/2025	INV	PD	WELL NO 6 REHAB
2393329-B CHECK DATE: 06/17/2025		05/12/2025	061725	356546	585.00	06/12/2025	INV	PD	WELL NO 8 REHAB
2393330 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	19,232.50	06/12/2025	INV	PD	CREEK RD INDUSTRIAL ST &
2393331 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	336.75	06/12/2025	INV	PD	WELL 7 WTP
2393332 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	892.25	06/12/2025	INV	PD	WELL 10 CONSTRUCTION SERV
2393333 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	5,699.00	06/12/2025	INV	PD	WELLS 11 & 12, PUMPING FA
2393334 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	631.25	06/12/2025	INV	PD	ENGLER BLVD CHASKA ELECTR
2393335 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	34,316.90	06/12/2025	INV	PD	C2 RAVINE STABILIZATION
2393336 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	13,529.25	06/12/2025	INV	PD	SAVANNA WAY SOUTH UTILITY
2393337 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	13,128.25	06/12/2025	INV	PD	COUNTY RD 61 UTILITY IMPR
2393338 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	45,455.55	06/12/2025	INV	PD	GENERAL ENGINEERING
2393339 CHECK DATE: 06/17/2025		05/12/2025	061725	356546	552.50	06/12/2025	INV	PD	SAVANNA OAKS PARK 2024
101864 STAR TRIBUNE					169,230.58				
3609527-25 CHECK DATE: 06/17/2025		05/25/2025	061725	356547	348.82	06/10/2025	INV	PD	Annual Subscription City
101874 STEPP MANUFACTURING CO INC									
066494 CHECK DATE: 06/17/2025		05/29/2025	061725	356548	213.96	06/29/2025	INV	PD	#2115 GASKETS FOR TACK OI
111577 KELLIE ANNE CAMERON									
141517 CHECK DATE: 06/17/2025		06/03/2025	061725	356549	2,250.00	06/04/2025	INV	PD	Theatre Camp- The Little

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101888	STREICHER'S INC								
I1763771		05/27/2025	061725	356550	1,735.76	06/27/2025	INV	PD	Jensen Uniform - Initial
CHECK DATE:	06/17/2025								
I1764297		05/29/2025	061725	356550	1,055.65	06/29/2025	INV	PD	Training Ammunition
CHECK DATE:	06/17/2025								
I1764883		06/03/2025	061725	356550	23.98	07/03/2025	INV	PD	Jensen Uniform - Initial
CHECK DATE:	06/17/2025								
112659	STROMME, GAGE				2,815.39				
37100-2		06/09/2025	061725	356551	117.83	07/09/2025	INV	PD	CREDIT BALANCE REFUND-205
CHECK DATE:	06/17/2025								
101892	STUART C IRBY CO								
S014126659.001	250120	05/27/2025	061725	356552	8,400.00	06/26/2025	INV	PD	40 FUSE S&C SMU-20 125E
CHECK DATE:	06/17/2025								
S014282855.001	250124	06/06/2025	061725	356552	1,031.39	07/06/2025	INV	PD	1126' COND ACSR DUPLEX #6
CHECK DATE:	06/17/2025								
S014282855.003	250125	06/06/2025	061725	356552	1,159.77	07/06/2025	INV	PD	1000' COND ACSR TRIPLEX #
CHECK DATE:	06/17/2025								
110819	TAHO SPORTSWEAR INC				10,591.16				
19603		06/02/2025	061725	356553	874.00	06/30/2025	INV	PD	Youth Sports - Baseball -
CHECK DATE:	06/17/2025								
25TS01992		05/22/2025	061725	356553	1,107.10	06/21/2025	INV	PD	Extreme Kids 2025 t-shirt
CHECK DATE:	06/17/2025								
101932	TAYLOR MADE GOLF CO INC				1,981.10				
38385155		05/30/2025	061725	356554	7,250.00	08/28/2025	INV	PD	RANGE BALLS
CHECK DATE:	06/17/2025								
38387622		05/28/2025	061725	356554	236.35	06/27/2025	INV	PD	RESALE
CHECK DATE:	06/17/2025								
38397932		06/03/2025	061725	356554	-1,032.11	06/30/2025	CRM	PD	CREDIT-RETURNED PRODUCT
CHECK DATE:	06/17/2025								

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 Program ID: apinvlst

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
38398144		06/03/2025	061725	356554	1,413.95	07/18/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
38398692		06/03/2025	061725	356554	246.24	07/03/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
38405840		06/04/2025	061725	356554	1,031.48	07/19/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
38405844		06/04/2025	061725	356554	952.98	07/19/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
112786 THOMPSON, ALISON					10,098.89				
39635		06/05/2025	061725	356555	117.49	07/05/2025	INV	PD	METER DEPOSIT REFUND-3200
CHECK DATE: 06/17/2025									
112787 TIBBITS, MAX									
39742		06/05/2025	061725	356556	26.80	07/05/2025	INV	PD	METER DEPOSIT REFUND-3000
CHECK DATE: 06/17/2025									
104908 TIMESAVER OFF SITE SECRETARIAL INC									
30472		05/30/2025	061725	356557	334.00	06/30/2025	INV	PD	Park & Rec Meeting 5/13/2
CHECK DATE: 06/17/2025									
30491		05/30/2025	061725	356557	172.00	06/30/2025	INV	PD	Planning Meeting 5/14/25
CHECK DATE: 06/17/2025									
30553		05/30/2025	061725	356557	172.00	06/30/2025	INV	PD	City Council Meeting 5/19
CHECK DATE: 06/17/2025									
110934 THE TORO COMPANY					678.00				
411991510		06/01/2025	061725	356558	166.00	06/30/2025	INV	PD	JUN LOOP IRRIGATION NSN S
CHECK DATE: 06/17/2025									
105232 CLARK MACHTEMES									
141634		03/05/2025	061725	356559	750.00	06/16/2025	INV	PD	Thursday Night Concert Se
CHECK DATE: 06/17/2025									
102028 TWIN CITY WATER CLINIC INC									
22238		06/02/2025	061725	356560	390.00	07/02/2025	INV	PD	WTP-MAY SAMPLES
CHECK DATE: 06/17/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110053 TX CHILD SUPPORT SDU									
PRO53025-0012725283		05/30/2025	060325	356363	115.38	05/30/2025	INV	PD	053025 Payroll - Child Su
CHECK DATE: 06/03/2025									
111955 UNREAL LLC									
INV-405328		04/29/2025	061725	356561	264.00	05/29/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
104522 US FOODS INC									
3405833		06/03/2025	061725	356562	402.10	07/03/2025	INV	PD	TOWELS, SOAP, TP
CHECK DATE: 06/17/2025									
3610664		06/10/2025	061725	356562	297.90	07/10/2025	INV	PD	TOWELS & SOAP
CHECK DATE: 06/17/2025									
					700.00				
107687 UNIVERSAL PROTECTION SERVICE LP									
17080867		05/15/2025	061725	356563	234.00	06/15/2025	INV	PD	Event Ctr Security 5/9-5/
CHECK DATE: 06/17/2025									
112551 VERDEGAN, ETHAN									
141535		04/25/2025	061725	356564	123.20	07/05/2025	INV	PD	Reimburse Rain Gear
CHECK DATE: 06/17/2025									
110799 VERIZON CONNECT FLEET USA LLC									
607000071235		06/02/2025	061725	356565	279.20	07/02/2025	INV	PD	Data Processing -GPS
CHECK DATE: 06/17/2025									
102102 VERIZON WIRELESS									
6114125827		05/21/2025	060525	356369	7,790.58	06/13/2025	INV	PD	JUN PHONE SERVICE
CHECK DATE: 06/05/2025									
6114241437		05/23/2025	060325	356364	584.22	06/15/2025	INV	PD	MAY CRADLEPOINTS
CHECK DATE: 06/03/2025									
					8,374.80				
102115 VIKING AUTOMATIC SPRINKLER CO									
1025-F421431		05/28/2025	061725	356566	2,770.00	06/28/2025	INV	PD	HIST CTR-SPRINKLER REPAIR

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 06/17/2025									
1025-F421564		05/29/2025	061725	356566	1,740.00	06/29/2025	INV	PD	HIST CTR-SPRINKLER REPAIR
CHECK DATE: 06/17/2025									
1025-F423286		06/09/2025	061725	356566	485.00	07/09/2025	INV	PD	MSB-SPRINKER INSPECTION
CHECK DATE: 06/17/2025									
1025-F423312		06/09/2025	061725	356566	425.00	07/09/2025	INV	PD	MSB-FIRE ALARM INSP
CHECK DATE: 06/17/2025									
102227 ONVOY LLC					5,420.00				
383007009486250601		06/01/2025	061025	356381	812.00	06/25/2025	INV	PD	JUN CITY HALL ETHERNET
CHECK DATE: 06/10/2025									
107616 WABBE, DAVID									
141539		05/12/2025	061725	356567	1,094.11	07/05/2025	INV	PD	Reimburse Hotel-North Ame
CHECK DATE: 06/17/2025									
105146 ECM PUBLISHERS INC									
1050648		05/29/2025	061725	356568	209.41	06/29/2025	INV	PD	REZONE FOR EDCO
CHECK DATE: 06/17/2025									
1051753		06/05/2025	061725	356568	100.75	07/05/2025	INV	PD	PROP TAX ABATEMENT BECKMA
CHECK DATE: 06/17/2025									
111278 WAGGLE GOLF					310.16				
401104		06/02/2025	061725	356569	2,165.00	07/02/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
102133 WAGNER PRESS & GRAPHICS									
38447		05/26/2025	061725	356570	679.00	06/15/2025	INV	PD	Change of Occupant Forms
CHECK DATE: 06/17/2025									
112808 WALTON, MARK									
10014793		06/09/2025	061725	356571	42.75	07/09/2025	INV	PD	CREDIT BALANCE REFUND-125
CHECK DATE: 06/17/2025									
102146 WATER SPECIALTY OF MINNESOTA INC									

Report generated: 06/12/2025 12:31
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 Program ID: apinvlst

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
13447		05/27/2025	061725	356572	1,008.20	06/27/2025	INV	PD	Pool chemicals for splash
CHECK DATE: 06/17/2025									
13458		06/11/2025	061725	356572	4,445.61	07/11/2025	INV	PD	Pool Chemicals
CHECK DATE: 06/17/2025									
110944 WECKMAN, LANCE					5,453.81				
141538		05/23/2025	061725	356573	32.00	07/05/2025	INV	PD	Reimburse Class C Testing
CHECK DATE: 06/17/2025									
102190 WILSONS NURSERY LLC									
30947		06/02/2025	061725	356574	4,325.00	07/02/2025	INV	PD	25 Arborvitae's-Loop Hole
CHECK DATE: 06/17/2025									
102189 WM MUELLER & SONS									
311909		05/29/2025	061725	356575	119.03	06/28/2025	INV	PD	FIREMANS PARK BEACH SAND
CHECK DATE: 06/17/2025									
312052		06/02/2025	061725	356575	268.45	07/02/2025	INV	PD	POTHOLE PATCHING
CHECK DATE: 06/17/2025									
312153		06/04/2025	061725	356575	681.37	07/04/2025	INV	PD	LAKE HAZELTINE WM PATCH
CHECK DATE: 06/17/2025									
112710 WRITZ, KELLY					1,068.85				
31485-2		06/09/2025	061725	356576	136.09	07/09/2025	INV	PD	CREDIT BALANCE REFUND-138
CHECK DATE: 06/17/2025									
110790 JACLYN YEGO									
141633		03/18/2025	061725	356577	200.00	06/16/2025	INV	PD	Carver Vehicle Fair-Face
CHECK DATE: 06/17/2025									
112816 ZEMAN CONSTRUCTION									
40408		06/09/2025	061725	356578	1,461.26	07/09/2025	INV	PD	CREDIT BALANCE REFUND-HAZ
CHECK DATE: 06/17/2025									
102231 ZIEGLER INC									
IN001928699		05/21/2025	061725	356579	225,821.89	06/21/2025	INV	PD	#179 NEW ASPHALT PAVER
CHECK DATE: 06/17/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
352 INVOICES					2,208,247.90			

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

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107490	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY								
141410		05/30/2025	053025	4716	8,716.60	05/30/2025	DIR	PD	053025 Payroll - HCSP Con
CHECK DATE:	05/30/2025								
107744	GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY								
141411		05/30/2025	053025	4717	4,758.53	05/30/2025	DIR	PD	053025 Payroll - MNDCP Co
CHECK DATE:	05/30/2025								
100927	INTERNAL REVENUE SERVICE								
141405		05/30/2025	053025	4712	182,258.97	05/30/2025	DIR	PD	053025 Payroll - SS, Medi
CHECK DATE:	05/30/2025								
101343	MINNESOTA DEPT OF REVENUE-PAYROLL WIRES								
141406		05/30/2025	052925-1	4710	36,058.76	05/30/2025	DIR	PD	053025 Payroll - MN State
CHECK DATE:	05/29/2025								
101376	NATIONWIDE RETIREMENT SOLUTIONS(USCM)								
141407		05/30/2025	053025	4713	16,742.69	05/30/2025	DIR	PD	053025 Payroll - 457 Cont
CHECK DATE:	05/30/2025								
106955	NATIONWIDE RETIREMENT SOLUTIONS(USCM)								
141409		05/30/2025	053025	4715	10,050.86	05/30/2025	DIR	PD	053025 Payroll - Roth Con
CHECK DATE:	05/30/2025								
111003	NICOLET NATIONAL BANK								
2025/06/01 DS		05/30/2025	053025	4718	54,895.40	05/30/2025	DIR	PD	6/1 DS Pmt-2021 Bonds-Nic
CHECK DATE:	05/30/2025								
104668	OPTUM BANK INC								
583667702		05/29/2025	053025	4711	1,527.30	05/30/2025	DIR	PD	5/29/25 Payroll HSA Cont-
CHECK DATE:	05/30/2025								
585501886		06/11/2025	061225-2	4723	1,527.30	06/12/2025	DIR	PD	6/11/25 PR HSA Contributi
CHECK DATE:	06/12/2025								
					3,054.60				
101506	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION								



VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
141408		05/30/2025	053025	4714	132,261.52	05/30/2025	DIR	PD	053025 Payroll - PERA Con
CHECK DATE: 05/30/2025									
110788 WEX HEALTH INC									
20250530-FSA		05/30/2025	060225	4719	416.68	06/02/2025	DIR	PD	6/2/25 FSA Reimb-DepCare
CHECK DATE: 06/02/2025									
20250604-FSA		06/04/2025	060625	4720	430.00	06/06/2025	DIR	PD	6/6/25 FSA Reimb-Healthca
CHECK DATE: 06/06/2025									
20250606-FSA		06/06/2025	060925	4721	150.78	06/09/2025	DIR	PD	6/9/25 FSA Reimb-Healthca
CHECK DATE: 06/09/2025									
20250606-FSA-2		06/06/2025	061025-2	4722	20.00	06/10/2025	DIR	PD	6/10/25 FSA Reimb-Healthc
CHECK DATE: 06/10/2025									
					1,017.46				
14 INVOICES					449,815.39				

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Biweekly Report

June 16, 2025

By:

Matt Podhradsky

COUNCIL MEETING/WORK SESSION SCHEDULE

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

June 16th: We have concluded that we will not need a Work Session on Monday night. We were going to discuss the City Square West project, but with that not being included in the bonding bill, we have additional work we need to do to prepare for that particular work session. We will have a regular Council meeting on Monday with us having Planning Commission items coming back to the Council for consideration, as well as us adopting the Electric Franchise Fee ordinance for MN Valley and the tax abatement term sheet with Beckman Coulter for their expansion. At the meeting on Monday night, we will also be welcoming our two Growth Through Opportunity (GTO) interns we will have for the summer, and we do expect under Visitor Presentation a presentation from the Brooks Ridge Townhome Association requesting that we consider installing a silent train crossing at the intersection of the Twin Cities and Western Rail line and Pioneer Trail. This section of track is directly adjacent to their Townhomes.

One item of note-we were planning on bringing back to you the ordinance for Backyard Chickens to this meeting. There is still some work that we need to do to finalize the ordinance based on feedback we have been receiving. We do plan on bringing this back to the meeting on June 30th for consideration. We will notify the interested individuals on this topic that it will be at the meeting on the 30th instead of this upcoming Monday night.

June 30th: This is the 5th Monday of this month, so we do have a meeting scheduled for this night. As we discussed, we are planning to have this meeting on June 30th in lieu of the first meeting in July (July 7th) as some people may be gone for the 4th of July holiday. We will have a work session prior to this meeting to go over a first look at our budget process for the upcoming 2026 Budget year and will also have a regular meeting where we will be addressing the Backyard Chicken ordinance among other items.

If you are unable to make it to any of these meetings, please just let me know.

BUILDING IMPROVEMENT PROGRAM

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:

- Most of the work on the building has shifted to the inside of the building, where they are now working to frame and do the rough-in utilities in the Police side of the building. They are also working over the next 10 days to get the basement (Police Parking garage) area of the building dried out so they can start to pour the cement floor. This work can start to take place because the sump pump system has now been installed, and they can start to pump any water seeping through the ground out into the pond system on the outside of the building.

Municipal Services Building

We have now developed two concept plans that we are working off of on the site, with us scheduled on Monday to get the initial cost estimates on the building designs as they are put together now. From there, we will make any tweaks to the building that we may need to make to keep it within our budget, but to also then start having our Building Committee for the project be able to provide feedback on the concepts that have been developed. At the same time, we are also looking at the current MSB site and determining how that site and building will be used after we move into the new facility. We think it is important to develop a plan as part of this overall process so that we maximize the space that we already have, so that we utilize the current site to its maximum potential without having to have vehicles parked in the back of the building, and so we do not overbuild at the new building for things our current site/building can adequately accommodate (i.e. seasonal vehicles like lawnmowers). It is our hope that in July we will be ready to come back to the Council in a work session to go over the plan we have developed, share cost-estimates and make sure that you feel we are heading in the right direction. Given the current schedule, we would expect that we will likely have the concept plan come back through the Planning Commission and City Council in either August or September.

If there are any questions on either of these projects, please just let me know.

LEGISLATIVE UPDATE

As you are likely aware, this past Tuesday morning, the State Legislature did finish up their Special Session, adopting their 2-year budget to avoid a government shut down. As I have shared with you over the past several weeks, we have been following a few pieces of legislation through the process, and I wanted to give you an update on where things ended.

Bonding Bill: While the Legislature did pass a Bonding Bill just over \$700 million at the end of session, this bonding bill only funded State agencies and their projects and did not consider any local requests made from County and City governments. Because of that we did not receive any of the dollars that we had requested for the City Square West project.

It should be noted that the deadline to make requests for next year's bonding bill was this week. Because we didn't get funded again, we are making a request for the City Square West project. We also are planning on submitting a second project for consideration, which is the

extension of the trunk sewer line to serve all the properties in our future industrial park at 212/44. Our hope is that by submitting two projects that one might be appealing to the Legislature to fund.

PGA Tax Credit: Although it was expected that this tax credit would be included in the final tax bill, this specific provision was removed from the final language and therefore will not occur. As a reminder, this tax credit was one that Hazeltine was seeking that they feel is critical to attract any future tournaments beyond the 2029 Ryder Cup. I spoke with Hazeltine's General Manager about their plans for seeking this bill again, and at this point they are strategizing on how to re-approach this in the 2026 session.

Big Woods Acquisition Dollars: The only thing that we were successful with in the 2025 session was getting our funding approved for purchasing additional acreage in the Big Woods, just south of the SW Chaska Community Park. This will be a significant enhancement to the Big Woods and ensure that a large portion of that woods will be preserved in perpetuity.

If you have any questions on the Session, please just let me know.

ENGLER CONSTRUCTION PROJECT UPDATES

As you have likely seen, construction along Engler Boulevard has been moving forward fairly quickly now that we are fully in the construction season. As of the end of this week, Carver County has finished the round about at Bavaria/Engler and is saying that they plan to softly open it over the course of the weekend. They are doing this because they will be moving over to construction of the roundabouts at White Oak and Highway 41 next. In fact, Highway 41 south of East Creek Station and north of White Oak Drive (exit by Bank Vista) will officially close on Monday morning, June 16th. At the same time, Engler in this section of work will also completely close. While Savanah, Bavaria and Audubon will be the local north/south collector roads during construction, one area to note that will be a little different is White Oak Drive as it crosses into the neighborhood north of Engler. Residents living in this neighborhood will be able to access White Oak Drive off 41 going north right by Bank Vista, as they removed the median on Highway 41 that will allow this to happen. During the entirety of the construction here the contractor will need to keep a lane of traffic open both to enter and exit out of this neighborhood. This connection off Highway 41 will also be how residents access businesses such as Holiday gas station and Security Bank.

One note that I did want to mention is that we have been getting complaints from some neighbors in the area about construction work starting before our allowed times in our ordinance. In each of the complaints that we received we did have the Police Department issue a warning to the contractor to change their starting times to meet our ordinance. Typically, a warning is sufficient when we run into these situations, but we have continued to receive complaints about similar issues. We did put the County on notice that if we receive another complaint that we can substantiate that we will be issuing a formal citation until work hours are collected. We are expecting that we will have at least one resident coming during Visitor Presentation on Monday to express this concern-I wanted to make sure that you knew that we are taking steps to make sure this is corrected.

If you have any questions on this project, please let me know.

MET COUNCIL POPULATION ESTIMATES

One of the official roles of the Met Council is to estimate population changes from year to year. Cities then utilize this information for several different planning purposes, including budgetary planning. The Met Council this past week did release their annual population estimates, which goes back to April 1, 2024. As of this date, the City of Chaska had 11,914 housing units, with 11,292 households and 29,830 people estimated to be living in the community. Of these households, 175 people lived in group quarter facilities and the average household size was 2.626 persons per household.

While this data is very helpful, I think one thing to remember in a rapidly growing community such as ours, that the numbers now will be different than they were back in April of last year. I would fully expect at this time that we are over 30,000 people and feel confident that this is what next year's report will indicate given the number of building permits we issues during the rest of 2024 and the ones we are issuing now in 2025.

If you have any questions about any of this information, do not hesitate to ask.

TOUCH A TRUCK 2025

As you are aware, with the construction along Engler Boulevard occurring this summer, getting in and out of the Chaska Community Center site will be more challenging and will make it difficult for us to hold large programs at the CCC this summer. One of the events we would typically have at the CCC is the Touch a Truck event. If you are unfamiliar, Touch a Truck is an event where we bring many of our vehicles from across the City and allow kids to climb and play on them. In conjunction with this, we partner with local non-profits to have games and food, as well as a kid's band to play for a dance towards the end of the event. It is one of our largest and most popular events of the year just by the number of young families it attracts.

With the challenges of holding it at the CCC this year, we are instead working with the businesses of the Chaska Commons area to hold the event in their parking lot areas. Specially, we have been looking at having the vehicle portion of the event in the eastern parking lot area of Home Depot, with the carnival games, food and band being in the parking lot by Petco. As part of the event, we would be working with them to close the northern entrance into the Chaska Commons area to allow for safe passage between the vehicles and the rest of the activities.

We think this will be a good opportunity, not only because we think this will be a large enough area to have a successful event, but also because we have been getting requests from businesses in the Chaska Commons to consider having some of our events in this area to attract people to the Commons who they hope will make a night of it and visit one of their businesses or a restaurant to eat after the event. They have understood the value of that as our downtown businesses have seen when we hold events in the downtown area. This will be a trial this year to see if it works for everyone involved but could turn into a permanent location if we see the event works in this space and businesses see benefits from having it there.

If you have any questions about this event, or things you think Staff should consider as we're shifting the event there this year, please just let me know.

MET COUNCIL VISITS CHASKA

In case you did not see it in your email, the Met Council will be visiting the Chaska Event Center this upcoming Wednesday night at 4:30 pm. As we figured that there could be several of you that might be interested in attending, we will be posting notice of this meeting and indicating that there may be a quorum of the City Council at this meeting if the public should want to attend. This gives you the freedom to attend without having concerns about the Open Meeting Law. If you have any questions, just let me know.

Dear Colleague,

The Metropolitan Council is committed to engaging directly with the communities we serve. To that end, we are hosting a "Met Council on the Road" session of our Committee of the Whole in Chaska on Wednesday, June 18, at the Chaska Event Center located at 3210 Chaska Boulevard.

The event will run from 4:30 PM to 6:00 PM, with an open house from 4:30 PM to 5:00 PM, followed by the Committee of the Whole meeting and a special presentation from 5:00 PM to 6:00 PM.

During the 5:00 PM - 6:00 PM segment, we are planning a special presentation hosted by Tane Danger, a local civics educator and entertainer, alongside me. The focus of this segment will be to highlight the significant contributions and successful partnerships between the Met Council and communities/organizations in the Southwest Metro.

The Council would be thrilled to have you in attendance, and we invite you to share this opportunity with others in your network who may be interested in local and regional governance.

Thank you for considering this invitation. I hope to see you at the event.

Sincerely,

Deb Barber

Pronouns: she/her/hers

Metropolitan Council Member | District 4

390 Robert Street North, Saint Paul, MN 55101

P. 612-819-0848

UPCOMING EVENTS:

Below are some upcoming community events that I wanted to make you aware of should you want to attend:

- Juneteenth: Just a reminder that a holiday that was added by the State a couple of years ago is Juneteenth, which is the commemoration of the official emancipation of enslaved people in Texas on June 19, 1965. With it being a State-recognized holiday, our offices will be closed on that day.
- Weekend of July 12th: Fire and Ice Festival
- Weekend of July 26th: River City Days Weekend (we will have a City booth to staff again this year)
- Farmer's Markets: These have started and have now moved to Thursday evenings at Firemen's Park. They include the market, along with food vendors and music each of the evenings of the markets. These will take place every Thursday into the middle of September