WORK SESSION
Budget Process for 2026 & MSB Campus Preview
5:30 – 7:00 PM

AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, June 30, 2025
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
6. Approve Previous Meeting Minutes
   - 6.A. City Council Meeting Minutes from 06/16/2025
7. Consent Items
   - 7.A. Approve Appointments to the Minnesota Municipal Utilities Association
   - 7.B. Approving a Master Services Agreement with FinnlyTech Inc.
   - 7.C. Approve the University of Minnesota Rental Space at the Chaska Community Center
8. Action Items
   - 8.A. Adopt Ordinance 2025-1062 Regulating the Keeping of Chickens
   - 8.B. Public Hearing - Comcast Cable Television Franchise Renewal and Franchise Ordinance
9. Bills
   - 9.A. Accounts Payable Claims Roster 6-30-2025
10. Other Business
    - 10.A. City Administrator's Report
      - 10.A.i. Biweekly 06/30/2025

10.B. Financial Reports as of 04/30/25

10.C. Q1 - 2025 Investment Report Memo

11. Adjourn

ECONOMIC AUTHORITY DEVELOPMENT MEETING
IMMEDIATELY FOLLOWING

DRAFT

- MINUTES -
CHASKA CITY COUNCIL
JUNE 16, 2025

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

2. Pledge of Allegiance

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

Absent: None.

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

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

5. Visitor Presentation
5.A. Growth Through Opportunity Swearing In Ceremony
Police Chief Ryan Seibert provided details on the Growth Through Opportunity program and its history.

Mayor Hubbard conducted the Oath of Office for Griffin Williams and Aidan Coughlin.

Emergency alerts were heard in the Chambers. Councilmember Grau asked what the emergency procedure is in case they need to shelter in place. City Administrator Podhradsky stated they would leave the room through the main doors and go directly down the stairs. He advised against using elevators.

5.B. Brooks Ridge Homeowners Association request for Railroad Quiet Zone
Scott Morse, 542 Sweet Water Path, requested that the Council implement a quiet zone near his home. He explained that when he first moved to the area, the railroad near his home was only used twice per week. However, there are closer to six trains that run each day now. There is a horn most mornings at 3:00 a.m. The railroad is a financial concern in terms of home value and also a health concern. Mr. Morse pointed out that he has been speaking with Staff about the issue. He recommended that future developments near railroads be required to include more noise mitigation efforts.

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City Administrator Podhradsky noted Staff met with the railroad a few years back about noise concerns. The railroad had implemented noise mitigation siding. The railroad had a temporary issue with construction where they were unable to use the regular noise mitigation efforts. Also, the railroad has stated it will review its horn regulations to ensure the noise isn't extensive. He provided additional details on other railways in the City and the cost of additional noise mitigation efforts.

Mayor Hubbard asked if there is a grant opportunity to help alleviate the financial burden. City Administrator Podhradsky stated he isn't aware of any. However, the City must be equitable in handling the noise mitigation efforts. Another Chaska neighborhood has already paid for noise mitigation.

5.C. Appreciation to Chaska Police Department

Jen Welvaert, 632 Dresden Circle, explained that a group of residents and non-residents alike thank the Council for their public service. She also thanked the Chaska Police Department for calmly handling the recent peaceful protests.

Mayor Hubbard acknowledged that the recent shooting of political leaders was a dark day in Minnesota's history. She thanked the commenter for her words.

City Administrator Podhradsky pointed out that two Chaska Police Department officers were involved in the capture of the shooter.

6. Approve Previous Meeting Minutes

6.A. Approve the June 2, 2025, City Council Meeting Minutes

Motion by Councilmember Sheveland, second by Councilmember Grau to approve the minutes of the June 2, 2025, City Council meeting.
Motion carried.

7. Consent Agenda

Motion by Councilmember Hatfield, second by Councilmember Benesh to approve the Consent Agenda Items A through I:

A. Adopt Resolution 2025-30 Pertaining to the Expenditure of City Funds by/for Employees

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

B. Approve Transient Accommodation - Hazeltine National Golf Club

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

C. Adopt Resolution No. 2025-31 Approving the Final Site & Building Plan for 316 Lake Hazeltine Drive/Beckman Coulter/PC #2025-09

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

D. Approve Temporary On Sale Intoxicating License for Flags and Honor of MN

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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.

E. Approve Temporary On Sale Intoxicating License for Chaska Lions Club

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.

F. Development Agreement between City of Chaska and Coventry Properties of Chaska, LLC

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

G. Approve Alphabet Junction's Request to Terminate the Chaska Community Center Lease Agreement Early

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

H. Adopt Resolution 2025-34 - Approving 2025 Performance Measures

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

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

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

Mayor Hubbard expressed her excitement for the final building plan approval at 316 Hazeltine Drive, referring to Consent Agenda Item 7.C. Adopt Resolution No. 2025-31 Approving the Final Site & Building Plan for 316 Lake Hazeltine Drive/Beckman Coulter/PC #2025-09.

Motion carried.

8. Action Items

8.A. Public Hearing and Resolution 2025-33 Authorizing Execution of a Tax Abatement Agreement for Beckman Coulter Expansion

City Administrator Podhradsky introduced the item to the Council, and Assistant City Administrator Elise Durbin provided a presentation on it.

Mayor Hubbard opened the public hearing at 7:35 p.m.

No one wished to address the Council.

Mayor Hubbard closed the public hearing at 7:36 p.m.

Motion by Councilmember Benesh, second by Councilmember Grau to adopt Resolution 2025-33 authorizing approval of the Property Tax Agreement between the City of Chaska and Beckman Coulter.
Motion carried.

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8.B. Implement an Electric Utility Franchise and Franchise Fee with both MVEC and Xcel
City Administrator Podhradsky introduced the item to the Council, and Administrative Services Director Noel Graczyk provided a presentation on it.

8.B.i. Adopt Ordinance No. 2025-1063 Granting Minnesota Valley Electric Cooperative an Electric Utility Franchise
Motion by Councilmember Hatfield, second by Councilmember Grau to adopt Ordinance No. 2025-1063 Granting Minnesota Valley Electric Cooperative an Electric Utility Franchise.
Motion carried.

8.B.ii. Adopt Ordinance No. 2025-1064 Implementing an Electric Energy Franchise Fee on Minnesota Valley Electric Cooperative
Motion by Councilmember Sheveland, second by Councilmember Benesh to adopt Ordinance No. 2025-1064 Implementing an Electric Energy Franchise Fee on Minnesota Valley Electric Cooperative.
Motion carried.

8.B.iii. Adopt Ordinance No. 2025-1065 Granting Northern States Power Company an Electric Utility Franchise
Motion by Councilmember Benesh, second by Mayor Hubbard to adopt Ordinance No. 2025-1065 Granting Northern States Power Company an Electric Utility Franchise.
Motion carried.

8.B.iv. Adopt Ordinance No. 2025-1066 Implementing an Electric Energy Franchise Fee on Northern States Power Company
Motion by Councilmember Sheveland, second by Councilmember Grau to adopt Ordinance No. 2025-1066 Implementing an Electric Energy Franchise Fee on Northern States Power Company.
Motion carried.

8.B.v. Adopt Resolution No. 2025-32 To Approve Summary Publication of Ordinances 2025-1063, 2025-1064, 2025-1065, and 2025-1066
Motion by Councilmember Hatfield, second by Councilmember Benesh to adopt Resolution No. 2025-32 To Approve Summary Publication of Ordinances 2025-1063, 2025-1064, 2025-1065, and 2025-1066.
Motion carried.

9. Bills
9.A. Accounts Payable Claims Roster 16-6-2025
Motion by Councilmember Grau, second by Councilmember Sheveland to approve the bills as presented. Roll call was taken. Voting aye: Councilmembers Hatfield, Sheveland, Benesh, Grau, and Mayor Hubbard. Voting nay: None
Motion carried.

10. Other Business
10.A. City Administrator's Report
10.A.i. Bi-Weekly Report 16-6-2025

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Councilmember Grau:

- Thanked Mayor Hubbard for her public comments regarding the recent tragedy.
- Encouraged the public to respect other points of view and reminded everyone that people tend to have more in common than not.
- Pointed out that part of Hwy 41 is now closed. He suggested signage be added to the construction area to indicate which roads do not have throughways.
- Thanked volunteers who prepared the baseball fields to showcase Chaska.

Councilmember Hatfield:

- Noted Chaska Pride is June 21, 2025.
- Stated Picnic with Police is June 25, 2025.
- Pointed out June is Pride Month and also National Public Safety Month.
- Thanked Mayor Hubbard for her public comments regarding the recent tragedy. She explained that those who demonstrated peacefully are representative of Minnesota.

Councilmember Sheveland:

- Stated that instilling values in people begins at home.

Councilmember Benesh:

- Acknowledged the difficult events from over the weekend. He stated that the United States is no place for political violence.

City Administrator Podhradsky:

- Noted there will be two work session items at an upcoming meeting: Municipal Services Building rendition and the next year's budget.

Mayor Hubbard:

- Thanked Staff for their work over the weekend.
- Explained that her children were scared about the shooting and the list of targets.
- Reiterated that they can have disagreements and still be kind to one another.
- Noted she has received several comments about speeding e-bikes and cars ignoring crosswalks. She encouraged folks to be respectful of one another, to be aware of pedestrians, and to abide by the traffic laws. City Administrator Podhradsky pointed out that the City is working to promote pedestrian safety through signage, lights, and community education.
- Added the Community Market is June 19, 2025.
- Stated Family Night in the Ballpark is June 22, 2025.

11. Adjourn

Motion by Councilmember Grau, second by Councilmember Sheveland to adjourn the meeting at 8:21 p.m.
Motion carried.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
6/30/2025

Subject: Minnesota Municipal Utilities Association (MMUA) Delegate Update

Prepared By: Pete Wyffels, Electric Director

Minnesota Municipal Utilities Association (MMUA) represents the interests of Minnesota's municipal electric, gas and water utilities. The mission of MMUA is to unify, support and serve these utilities so they can in turn improve service to their customers and communities. MMUA has requested that the City of Chaska update its delegates. Delegates are authorized to cast a vote on all matters that come MMUA. Due to changes in personnel in the Electric Department, we need to make a couple updates and those are attached.

Staff Recommendation:
Staff recommends approving the proposed change.

CITY COUNCIL ACTION REQUESTED
Motion to approve the designation in ranking order to the MMUA Association, Andrew Romine, Mike Engelen and Troy Wiebe.

MINNESOTA MUNICIPAL UTILITIES ASSOCIATION

DELEGATE APPOINTMENT

The City of Chaska - City Council hereby designates
(Governing body of utility/city)

Pete Wyffels as its duly authorized delegated representative to cast its vote on all matters to come before the membership of the Minnesota Municipal Utilities Association. This appointment shall be valid until such time as it may be, from time to time, amended by this body.

The following is/are designated as alternates to the designated representative in ranking order:

1. Andrew Romine
2. Mike Engelen
3. Troy Wiebe
4. _____
5. _____

The above appointment(s) were duly made before me this _____ day of _____, 20 _____.

Attested to: _____
(Signature of clerk, secretary, etc.)

Printed name: _____

Please return completed form to: Minnesota Municipal Utilities Association
Attn: Rita Kelly, Director of Administration
600 Hwy 169 South, Suite 701
Saint Louis Park, MN 55426-1200
Email: rkelly@mmua.org

REQUEST FOR ACTION
CHASKA CITY COUNCIL
6/30/25

Subject: **Approving a Master Services Agreement with FinnlyTech Inc.**

Prepared By: Christophe Morschen, City Attorney

The City's Parks and Recreation staff have been reviewing and evaluating the services it currently uses for payment processing, event organization, facility booking, and other customer-oriented functions. These services are currently provided by an organization called The Active Network, Inc. ("Active") under an exclusive agreement. City Staff have identified an alternative service provider, FinnlyTech Inc. ("Finnly"), which Staff believe will provide a better product for the City in terms of quality and functionality of services, quality of support, and in terms of cost. The Active agreement has been in place since 2012. The Active agreement is currently in a 3-year-long renewal period which ends on September 17, 2027, and requires a 12-months of notice of non-renewal to terminate without cause. Termination of the Active agreement without cause will therefore require negotiation of an agreed termination, or will not be effective until 2027.

City Staff have determined that it is important to have an agreement in place with the replacement services provider prior to the end of the services by Active to ensure a seamless transition. City Staff have negotiated an agreement with Finnly for services to replace the services presently provided by ActiveNet. The Finnly agreement is being presented for the City Council's consideration and approval. The terms of the proposed Finnly agreement are expressly contingent on the City rightfully terminating the Active agreement. The only services and fees which will be authorized under the Finnly agreement, prior to the end date of Active's services, will be initial setup costs and training for City staff. The City will not be obligated to move forward with Finnly unless and until it successfully and rightfully terminates its agreement with Active. Any agreement for early termination of the Active agreement will come back to the Council for final approval.

CITY COUNCIL ACTION REQUESTED

Motion to authorize City Staff to notify Active of the City's intent not to renew the existing agreement and initiate discussions with Active for termination of the existing services agreement.

Motion to approve the Mayor and City Administrator to approve a Master Services Agreement with FinnlyTech Inc., in substantially the form presented subject to final negotiations with Finnly which are acceptable in the opinion of the City Attorney.

FinnlySport

City of Chaska, MN - Fac, Reg, Mem, POS, Assoc, Comm, DD and FC

Quote created: March 10, 2025

City of Chaska, MN
1 City Hall Plaza
Chaska, MN 55318
United States

Marshall Grange
mgrange@chaskamn.gov
19522277758

Comments

3-Year Agreement

Casey Huberty - FinnlySport

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Facility - Medium Includes booking of facilities, invoicing, drag and drop grid, reporting, payments, digital display, and online display & purchase		1	$4,998.00 / year	$3,498.60 / year after 30% discount for 1 year
Activity Registration - Medium The ability to register for classes and programs in-house		1	$3,998.00 / year	$2,798.60 / year after 30% discount for 3 years
Membership Management Ability to create memberships or punch passes for customers		1	$1,999.00 / year	$1,399.30 / year after 30% discount for 1 year
Point of Sale Ability to sell items on a POS		1	$1,500.00 / year	$1,050.00 / year after 30% discount for 1 year
Association - Small Includes manual and automated game and practice scheduling, reporting, and integration to facility scheduling. Also includes the integration to SportsNgin and GameSheets		1	$998.00 / year	$698.60 / year after 30% discount for 1 year
Communications Ability to send email messages through FinnlySport. Includes 25,000 messages a month.		1	$600.00 / year	$420.00 / year after 30% discount for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
FinnlyConnect Custom online page that integrates with your current website.		1	$0.00	$0.00
Digital Display Integration to in-house displays to show facility schedules and locker room assignments. Also, the ability to add advertising (feature coming soon)		1	$500.00 / year	$350.00 / year after 30% discount for 1 year
Facility Setup and Training Pricing includes client setup and configuration and application training for the Facility module		1	$1,998.00	$1,198.80 after 40% discount
Activity Registration Setup Pricing includes client setup and configuration and application training for the registration module		1	$998.00	$598.80 after 40% discount
Membership - Setup/Training		1	$1,000.00	$600.00 after 40% discount
POS - Setup/Training Configuration of POS		1	$1,000.00	$600.00 after 40% discount
Association Setup Pricing includes client setup and configuration and application training for the Association module		1	$498.00	$298.80 after 40% discount
Communications Setup		1	$199.00	$119.40 after 40% discount

Item & Description	SKU	Quantity	Unit Price	Total
FinnlyConnect Setup Pricing includes client setup and configuration and application training for the FinnlyConnect (Online) module		1	$500.00	$300.00 after 40% discount
Digital Display Setup Pricing includes client setup and configuration and application training for the Digital Display module		1	$500.00	$300.00 after 40% discount
Credit Card Merchant Fully integrated Credit Card Processing to enable in-house and online credit card payments.		1	$0.00	$0.00

Annual subtotal $10,215.10

after $4,377.90 discount

One-time subtotal $4,015.80

after $2,677.20 discount

Total $14,230.90

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Marshall Grange
mgrange@chaskamn.gov

Verify to sign

Jesse Parker
jesse.parker@finnlysport.com

Verify to sign

This quote expires on June 13, 2025

Purchase terms

By signing above, you confirm that you are authorized to execute this agreement and acknowledge that you have read, accept, and agree to the terms of FinnlyTech's Master Services Agreement found here.

All Agreements are 36-month

Communications Module Terms (If Purchased)

The CAN-SPAM Act passed in 2003, dictates a range of requirements for emails and other messages from commercial entities. Emails subject to the law must follow rules regarding subject lines, disclosures, and headers. Further, the law establishes the right of recipients to request removal from email lists and details the penalties for businesses that violate the law.

The CAN-SPAM Act applies to all commercial messages, including emails, regardless of whether they are directed to consumers or businesses. The FTC defines a "commercial message" as "any electronic mail message the primary purpose of which is the commercial advertisement or promotion of a commercial product or service." Even if a recipient opts in by giving prior affirmative consent, a business still has to follow all aspects of the law.

If it relates to a transaction between the commercial entity and the recipient that is either in progress or already agreed to, such as a confirmation email from signing up and paying for a class, then it is not subject to the law.

What are some best practices for ensuring compliance?

The rules within CAN-SPAM are fairly straightforward. Email senders can help ensure compliance by employing these tactics:

- Choose a subject line that clearly relates to the email's main content.
- Make it clear the email is an advertisement — do not be deceptive.
- Include a physical address for the business somewhere within the message.
- Provide an option for recipients to unsubscribe (opt out of further emails)
- Ensure accuracy in the email's header information, including the originating domain name and email address as well as the fields for "From," "To," and "Reply-To."

CAN-SPAM has several rules regarding requests to unsubscribe:

- The business must handle the opt-out request within 10 business days.
- The system for allowing someone to opt out must be valid for at least 30 days following the sending of the message.
- There must be an option to stop all future messages; a business can add a further option to discontinue only certain types of commercial messages, like for a user to receive emails about events but opt out of new product announcements

What are the penalties for violating the CAN-SPAM Act?

- Penalties can reach $43,792 for each individual message, and more than one party can be held liable for the same message. Businesses are responsible for the behavior of third parties they contract for marketing.

- Notably, private citizens do not have standing sue under the act. Instead, the FTC, state attorneys, and Internet service providers file suits on a user's behalf.

By signing the above quote, you understand and agree to abide by these CAN-SPAM rules as it relates to our commercial marketing efforts. We further understand and agree that we bear all responsibility for any fines levied because of nonconformance with the CAN-SPAM rules and guidelines

Questions? Contact me

Casey Huberty
casey.huberty@finnlysport.com

FinnlySport
807 Broadway St NE , Suite 46
Minneapolis, MN 55413
United States

FinnlyTech Inc
807 Broadway Street NE
Minneapolis, MN 55413

Master Services Agreement

This Master Services Agreement ("Agreement") is between FinnlyTech Inc. ("FinnlyTech," "we," "us," "our"), a Minnesota corporation with a principal place of business at 807 Broadway Street NE, Minneapolis, MN 55413, and The City of Chaska, Minnesota, a Minnesota municipal corporation ("Customer," "you," "your") and is made as of the date the Customer provides a notice ("Commencement Notice") that the Services should commence ("Effective Date"). Customer and FinnlyTech may be referred to individually as a "Party" or collectively as "Parties."

Customer and FinnlyTech acknowledge and agree that Customer currently has an exclusive agreement with another provider of software and services similar to the Software and Services, and that FinnlyTech will not commence performance or be entitled to commence performance under this Agreement, and the Customer shall not be responsible for any fees or charges, other than the Initial Setup Fee and initial setup work, until Customer sends the Commencement Notice. In making this Agreement, Customer and FinnlyTech acknowledge that the Commencement Notice will not be sent until after Customer rightfully either negotiates or establishes a final termination of its existing service agreement or that existing service agreement is set to expire on its own terms, which may be as late as the year of 2027, but the City will be under no obligation to terminate that agreement by virtue of signing this Agreement. If Customer does not send a Commencement Notice by the end of the calendar year 2027, either party may terminate this Agreement by notice to the other party and all rights and obligations of either party shall be null and void. Notwithstanding anything else to the contrary anywhere in this Agreement, Customer will not deploy the Services in its operations until after the last date when the existing service agreement is in effect.

This Agreement controls the relationship between the Parties, and is incorporated and made a part of any Order between the Parties. FinnlyTech and Customer agree that the provisions of this Agreement apply to FinnlyTech' provision of Services to Customer, and that in the event of a conflict between this Agreement and the Order the terms of the Order will control specifics of the provision of Services, including pricing but excluding any matter addressed in the immediately preceding paragraph, and this Agreement shall control in all other respects. All capitalized terms used but not defined inline within this Agreement will have the meanings ascribed to such terms in Section 1, Definitions.

1) **Definitions.** In this Agreement, the following terms, when capitalized, shall have the meanings stated in this Section and as defined inline throughout the Agreement:
   a) In addition to the definition in the first paragraph, "Customer" includes any authorized subcontractor, agent or consultant acting on the Customer's behalf.
   b) "Confidential Information" means all information furnished or disclosed in connection with this Agreement by a party ("Disclosing Party") to the other party ("Receiving Party"), including all Intellectual Property (defined below), ~~terms of this Agreement~~, client information, pricing information, Personal Information, security measures and benchmark testing results, specifications, methodologies, and all other relevant information about the Disclosing Party's business. Confidential Information does not include information that: (i) was known or possessed by the Receiving Party without confidentiality obligation before receipt from the Disclosing Party; (ii) is or becomes a matter of public knowledge through no breach of this Agreement; (iii) is lawfully available or received from a third party without confidentiality obligation; (iv) is authorized to be disclosed by a third party with the right to do so; (v) is independently developed by the Receiving Party without the use of, or access to, the Disclosing Party's Confidential Information.
   c) The term "Customer Data" means the text, data, images, sounds, photographs, illustrations, graphics,

programs, code and other materials transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder.

d) The term "Documentation" means user guides, manuals, and release notes for the Services.
e) "Intellectual Property" means any and all proprietary information, trade secrets, know-how, trademarks, service marks, trade names, logos, corporate names, and domain names (and the goodwill associated) patents, patent disclosures, inventions, copyrights and copyrightable works, mask works, and rights in data and databases, and all other intellectual property rights, regardless of registration, and including all applications, renewals, or extensions of such rights, and all similar rights or forms of protection globally.
f) "Order" means FinnlyTech' standard form or Statement of Work for ordering the Services.
g) "Personal Information" describes information that can be associated with a specific person and can be used to identify that person. "Personal information" shall not include information that has been made anonymous or aggregated so that it can no longer be used, whether in combination with other information or otherwise, to identify a specific person.
h) "Services" means the Software and other services provided by FinnlyTech hereunder.
i) The term "Software" refers to the FinnlySport suite of application software products.

2) **Grant; Use.** Subject to the terms of this Agreement, we grant you and you accept a non-exclusive, non-perpetual, terminable and non-transferable (except as provided in the Assignment Section below) license to access and to use the Services for you and your subsidiaries and affiliates' internal business purposes. You are responsible for the acts and omission of your subsidiaries, affiliates, subcontractors, agents, and consultants with respect to their use of the Services and this Agreement. You agree not to use the Services or Software for any illegal purpose, or to achieve any unauthorized access to any systems, data, or property, or to violate any of the intellectual property rights of others. Your rights under this Agreement will automatically terminate upon expiration of or termination of this Agreement. Subject to the restrictions on use as set forth herein, Customer will have access to the Software and FinnlyTech' application server for the follow purposes only: (a) using the Software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by FinnlyTech ad consistent with the terms of this Agreement; (b) for their intended purposes; (c) in a commercially reasonable manner that avoids negligent errors and violation of this Agreement; and (d) as permitted by law. Such use and access will be continuous on a 24 hour, 7 days-a-week basis except for interruptions by reason of maintenance (which will be communicated to Customer in advance in writing when it is commercially reasonable for FinnlyTech to do so) or downtime beyond FinnlyTech's commercially reasonable control. The Customer understands that the reliability of the Internet and of connections to and from the Internet may be affected by factors beyond the reasonable control of FinnlyTech; because of this, it is impossible for FinnlyTech to guarantee that the service will be uninterrupted, that the Customer will be able to properly access and use the Software at all times, or that the Software will be provided or operate without error.

3) **Ownership; Reverse Engineering; Restrictions.**
a) FinnlyTech and its suppliers retain all title and ownership to the Services, and related Intellectual Property. FinnlyTech and its suppliers reserve all rights in the patents, copyrights, trade secrets and other Intellectual Property in the Services. You may not use the Services to provide time sharing services or operate a services bureau for third parties.
b) FinnlyTech hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted in compliance with the Assignment Section in this Agreement) license to prepare, reproduce, print, download, and use as many copies of the Documentation during the term of this Agreement as may be necessary or useful for any use of the Services under this Agreement.

c) You understand that the Services, Documentation, Confidential Information, and Intellectual Property constitute valuable properties and trade secrets of FinnlyTech, which are proprietary and confidential. You agree to maintain the confidentiality of such information and use your best efforts to protect the information to the extent permitted under all applicable laws as a trade secret by preventing unauthorized copying, use or disclosure of such information. In doing this you agree to maintain at least the same procedures that you maintain with respect to your own Confidential Information, which shall not be less than reasonable care. FinnlyTech will likewise keep all Customer Data confidential in an identical manner and not disclose to third parties.

The Parties acknowledge that Customer is a municipality governed by the laws of the State of Minnesota including the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"). Notwithstanding anything in this agreement to the contrary, including the foregoing paragraph and the definition of "Confidential Information", all data provided by FinnlyTech to the Customer is subject to data classification and handling requirements of the MGDPA and not this Agreement. The Customer shall never be liable under this Agreement to FinnlyTech or any other person for disclosing data pursuant to the MGDPA or applicable federal law, if such law requires the disclosure according to the Customer's reasonable interpretation of the law's requirements.

d) You may not provide access to the Services or Documentation or disclose results of any benchmark test of the Services, to any third party without FinnlyTech's prior written approval.
e) You may not remove, alter, or destroy any proprietary, trademark or copyright notices placed upon or contained within the Documentation. You acquire no rights of any kind in or to any trademark, trade name, logo or product designation under which the Services are marketed, and you may not make any use of the same for any reason.
f) You agree not to reverse engineer, modify, decrypt, extract, disassemble, copy, or decompile the Services, or permit anyone else to.
g) You will promptly notify us upon becoming aware of any unauthorized use or disclosure of any Services, Confidential Information, or Documentation.
h) FinnlyTech shall have a license to use any and all Customer Data (other than your personal financial information or personally identifiable information) that you submit, post or display on or through the Services for the purposes of providing the Software or Services, and in accordance with FinnlyTech's normal course of business. .

4) Charges and Payment. Except as otherwise set forth in an Order (i) the recurring Services fees ("Recurring Fees") delineated on an Order are due within 30 days of the invoice date, and (ii) any applicable setup fee ("Initial Setup Fee") as delineated in an Order is due and payable within 30 days of Customer's receipt of an invoice from FinnlyTech. The Recurring Fees will not commence or become payable until the Services begin after FinnlyTech's receipt of a Commencement Notice from Customer. Customer shall notify FinnlyTech of any increase in the number of facilities, programs, or leagues for which the Customer is using the Services from what was stated on the Order. FinnlyTech has the right to take all reasonable action it deems appropriate to audit Customer's use of the Services. If Customer exceeds the amount stated on the Order, the Recurring Fee will be increased accordingly. After the first year, and for each year thereafter, prices are subject to a maximum of 5% change by FinnlyTech upon sixty (60) days written notice to Customer. Any additional charges for Services not covered by the Recurring Fees or Initial Setup Fee shall be at FinnlyTech's prevailing hourly rates and due and payable within 30 days from the date of Customer's invoice from FinnlyTech. FinnlyTech shall invoice Customer for all sales or use taxes (unless Customer is exempt and provide a certificate of tax exemption), duties, or levies on the Recurring Fees or Initial Setup Fees at the then-prevailing rate, and such taxes, duties or levies shall be line items on all

applicable invoices. Customer may be charged a late fee of 1.5 percent (1.5%) per month, or the highest rate permitted by law, whichever is less, on any undisputed amounts not received when due. Customer shall pay for all costs and expenses, including reasonable attorney and expert fees, incurred by FinnlyTech in enforcing its rights for payments under this Agreement.

5) **Equipment and Third-Party Software.** Certain Software provided by FinnlyTech may require that the Customer purchase certain computer hardware or software from third parties. The list of recommended hardware or software may be updated by FinnlyTech from time to time, and in the event of any such update ("Upgrade") FinnlyTech shall provide notice to Customer of the same. The Customer will be responsible for the selection, purchase and maintenance of such hardware and software. If FinnlyTech determines that the Upgrade is required for the Services to function properly and to enable FinnlyTech to provide the Services to Customer efficiently and effectively, Customer shall obtain such Upgrade. If Customer declines such Upgrade, (1) Customer will pay for any additional services or and time spent that FinnlyTech determines is due to the failure to obtain the Upgrade, or (2) Customer or FinnlyTech may terminate this Agreement if the failure to implement the Upgrade would prohibit proper functionality of, or the ability to provide the Services efficiently and effectively.

6) **Limited Warranty.**
   a) FinnlyTech warrants that the Services will substantially conform to and operate according to our then-current Documentation under normal and intended use. We further warrant to you that to the best of our knowledge and belief the Services provided by FinnlyTech, and not those provided by a third-party or modified by a third-party without FinnlyTech's instruction, will not contain any contaminants, including any virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Customer of its lawful right to use the Services.
   b) FinnlyTech warrants that the Services performed under this Agreement will be performed in a professional and workmanlike manner, using generally accepted industry standards, by trained and skilled personnel in accordance with commercially reasonable standards, as applicable to the Services (if any); provided, however, that FinnlyTech will not be liable for violation of any applicable law, rule or regulation or any third party claim associated with the Customer Data unless unlawfully used or disclosed by FinnlyTech.
   c) FinnlyTech warrants that FinnlyTech will maintain commercially reasonable security measures to protect the confidentiality of the Customer Data transmitted or stored by Customer, and/or persons under Customer's control through any Service provided hereunder and warrants that FinnlyTech will maintain commercially reasonable security measures for its Services to prevent a breach, unauthorized access to or use of, or misappropriation of the Customer Data transmitted or provided by Customer under this Agreement.
   d) The foregoing warranty shall commence the Effective Date and continue through the remainder of the term of this Agreement. As our sole liability to you in the case of a breach of the warranty set forth in this Section 6, we will repair the Services with respect to any error, non-conformity or defect so that the Services can be used substantially in accordance with the specifications set forth in the Documentation. We do not warrant that the Services will meet your requirements or will operate uninterrupted or error free. EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 6(a), THE SERVICES ARE PROVIDED "AS IS", AND TO THE FULLEST EXTENT PERMITTED BY LAW, FinnlyTech AND ITS SUPPLIERS EXCLUDE ALL OTHER EXPRESS AND IMPLIED TERMS,

WARRANTIES OR REPRESENTATIONS REGARDING THE SERVICES ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED TERMS OF MERCHANTABILITY. FINNLYTECH CANNOT GUARANTEE AND EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, ERROR FREE, DEFECT FREE, FREE OF HARMFULCODES, THIRD PARTY DISTRUPTION OR THAT FINNLYTECH WILL CORRECT ALL DEFECTS. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM, MAY BE INHERENTLY UNRELIABLE AND SUBJECT TO INTERRUPTION OR DISRUPTION AND MAY BE SUBJECT TO INADVERTENT OR DELIBERATE BREACHES OF SECURITY, FOR WHICH FINNLYTECH SHALL NOT BE HELD LIABLE.

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7) Indemnification.

a) Subject to the limitations below, to the extent permitted by law, Each Party, to the fullest extent permitted by law, shall defend, indemnify, and hold harmless the other Party from and against third party demands, claims, actions, suits, or similar proceedings ("Claim") for Losses (defined as any and all costs, expenses, damages, liabilities, fees, reasonable attorney and expert fees, penalties, fines, or judgments of any kind or nature whatsoever) to the extent it was caused by the Party's material breach of this Agreement, or its negligent or willful misconduct or omissions. The Party requesting indemnification must notify the other party in a detailed writing as soon as practicable of its potential right to defense and indemnification. Indemnifying party shall have all control over the defense and resolution of the claim, and the Party requesting indemnification shall cooperate in such defense.

b) Indemnification Against Infringement Claim. At our expense we will defend, indemnify, and hold you harmless against (i) any breach of warranty by us under this Agreement, or (ii) any third-party claim that the Services infringe a patent, trademark, copyright, or other intellectual property right enforceable in any country in which FinnlyTech or its affiliated companies have operations in accordance with this Agreement ("Infringement Claim"). We will pay all costs, damages, and attorney's fees that a court finally awards because of such Infringement Claim, subject to the Limitation of Liability section below, provided that the foregoing obligation shall not apply to the extent that (i) any alleged Infringement Claim is based upon any modification of the Services not made by FinnlyTech; (ii) use of the Services in combination with any third party products or services, if such infringement, misappropriation, or violation would not have happened but for such combination; or (iii) any use of the Services by Customer that was not expressly authorized by FinnlyTech. You must give us prompt written notice of the claim, cooperate fully (at FinnlyTech's cost) with its defense, and give FinnlyTech sole authority to control the case and any related settlement negotiations. We will not be responsible for any settlement made without our written consent. If a third-party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if your use of the Services is enjoined by a court, then we shall, in our sole reasonable election and expense, either: (i) procure your right to continue to use the Services in accordance with this Agreement; (ii) replace or modify the Services to make them non-infringing; or (iii) if (i) and (ii) are not reasonably feasible, terminate this Agreement and refund to you the Initial Setup Fee and, in addition, any other fees paid by you during the 3-month period then preceding the termination.

8) Limitation of Liability.

a) The Parties agree that, to the fullest extent permissible under law, in no event shall a Party, and in the case of FinnlyTech, its suppliers, be liable to the other for any direct or indirect loss of profits or any incidental, consequential, indirect, special or punitive damages (including without limitation lost

savings, loss of use or loss of data) arising out of or related to this Agreement or with respect to the installation, use or operation of the Services, whether in contract, tort, negligence or other form of action even if the party has been apprised of the possibility of such damages. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy. This limitation shall not apply against indirect damages which are covered by insurance.

b) FinnlyTech shall at all relevant times carry commercial general liability insurance and cyber liability insurance each in the minimum amount of one million dollars ($1,000,000). Insurance policies maintained pursuant to this provision shall name the City of Chaska, Minnesota as an additional insured on a primary basis without contribution from any other policy of insurance available to the City. All policies shall require at least 30 days notice to Customer prior to termination for any reason. FinnlyTech shall provide a certificate of insurance evidencing this coverage to Customer prior to the commencement of Services under this Agreement and then thereafter upon request of the City.

c) The Parties specifically agree that the total liability of either Party to the other for damages under this Agreement shall not exceed the greater of the following: 1) the proceeds of insurance available to pay for any liability or damage to a party covered by that insurance policy, or 2) an amount equal to the Initial Setup Fee and any other fees paid by you within the 12-month period immediately preceding the last occurrence of the event under the Order that is the subject of the Claim.

d) FinnlyTech does not warrant, endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any content or Customer Data submitted to the Services by Customer or customers, or any opinion, recommendation, or advice expressed therein, including, without limitation, any content involving any dietary supplements or any amateur or professional athletic governing body compliance issues. FinnlyTech expressly disclaims any and all liability in connection with the Customer Data and other content. Under no circumstances will FinnlyTech be liable in any way for any Customer Data or content, including, but not limited to, any errors or omissions, or any loss or damage of any kind incurred as result of the use of any Customer Data or content posted, emailed, transmitted or otherwise made available via the Services.

9) Terms and Termination; Suspension of Account.

a) Subject to the terms and conditions contained herein, this Agreement shall commence on the Effective Date and shall continue for a term of three (3) years (the "Initial Term"). Upon expiration of the Initial Term, we may offer you the option of renewing the Agreement for one or more additional terms having a fixed number of months (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). If you do not renew the Agreement for a fixed Renewal Term, it will automatically renew on to a three (3) year term basis unless and until one of us provides the other with at least thirty (30) days' advance notice of non-renewal, or unless terminated earlier under the terms contained within this Agreement.

b) Either party may terminate this Agreement: (i) on written notice upon the other party's failure to pay amounts when due, after 30 days' written notice and failure to cure; (ii) for breach of a material provision of this Agreement, after 30 days' written notice and failure to cure; (iii) immediately if FinnlyTech is unable to perform the Services hereunder due to Customer's acts or omissions; (iv) upon any regulatory decision or governmental order requiring FinnlyTech to suspend Service(s), (v) at anytime without cause, provided the cancelling party has provided the other party with 180 days' notice of its intent to terminate, or (vi) if either party files for bankruptcy or reorganization or fails to discharge an involuntary petition therefore within 60 days after filing.

c) If the Services are terminated before the end of the Term, Customer will pay an early termination charge equal to 25% of the Recurring Fees applicable for the remainder of the Term and any professional service, onboarding, offboarding, or other applicable fees ("Termination Fee"), except if: (i) Customer terminates because of FinnlyTech's material breach, of which FinnlyTech had written notice and a

reasonable time to cure; (ii) FinnlyTech terminates without cause; (iii) FinnlyTech terminates because of regulatory decision or governmental order under section 9(b)(iv); or if FinnlyTech cancels because of its own bankruptcy conditions under section 9(b)(vi).

d) Upon the effective date of expiration or termination of this Agreement, (a) FinnlyTech will immediately cease providing the Services, and (b) all payment obligations of Customer under this Agreement will become due immediately.
e) Upon termination for any reason, Customer shall immediately cease use of the Services and shall, within 30 days following the date of termination, destroy or else return all copies of the Documentation and Confidential Information to us and FinnlyTech shall, within 30 days following the date of termination, return an electronic copy of Customer Data and destroy all Customer Data on its system.
f) FinnlyTech reserves the right, at its sole discretion, to decide whether Customer is in violation of this Agreement when submitting Customer Data or Use of the Services. FinnlyTech shall have the right, but not the obligation, without prior notice, to delete or otherwise remove Customer Data that violates this Agreement and/or to terminate your account for submitting such material.
g) FinnlyTech reserves the right to terminate or suspend your account to avoid violation of federal or state law.
h) The Customer's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Customer's City Council. In the event of non-appropriation for any given Term, this Agreement shall terminate and Customer's only obligation in the event of such termination shall be payment of any Termination Fee and applicable accrued charges up to the date of termination.

10) Assignment. You may not license, sublicense, assign, sell, rent, lease, or otherwise transfer the Services or this Agreement without our prior written consent. Notwithstanding the foregoing, you may, without our consent, (a) assign this Agreement to a subsidiary or affiliate, provided you remain liable for such entity's performance; and (b) assign this Agreement to another entity pursuant to a merger, consolidation, or acquisition of all or substantially all of your assets; provided that in each case you notify us of the assignment in writing and the assignee agrees to be bound by this Agreement.

11) Governing Law and Disputes. If a dispute arises out of or relates to this Agreement, the Parties agree to provide written notice of such dispute and to engage management in direct discussions in good faith to attempt to resolve the dispute. If the Parties cannot resolve within thirty (30) days of the notice of dispute, or other agreed upon time, either party may initiate litigation or the parties may at that time agree to mediate or arbitrate any dispute. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota, and any action shall be venued exclusively in the Minnesota state district courts having jurisdiction in Carver County, Minnesota.

12) General.

a) Any failure by either Party to enforce at any time or for any period the provisions of this Agreement shall not be construed as a waiver of such provision, or of the right to enforce that provision.
b) Each of us agrees that any material breach of this Agreement may cause the other Party irreparable harm, and that such non-breaching Party may seek injunctive relief.
c) In the event any part of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions.
d) The headings of each provision of this Agreement are for reference purposes only.
e) This Agreement may not be modified unless the modification is in a writing signed by both Parties. This Agreement, and the Order that accompanies it, is complete and constitutes the entire agreement

between us with respect to the Software and Services. This Agreement will be binding on and will inure to the benefit of the heirs, executors, administrators, successors, and assignees of the Parties hereto but nothing in this Section will be construed as consent to any assignment of this Agreement except as provided above.

f) Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally, or 5 days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to FinnlyTech at the addresses set forth above, or addressed to Customer at the address set forth in the initial Order, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this paragraph.

13) **Export Compliance.** Client agrees to comply with all export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury.

14) **Force Majeure.** Neither Party shall be liable for or be in breach of this Agreement, for failure or delay in performance to the extent caused by circumstances beyond the Party's reasonable control, including, but not limited to, acts of God, flood, fire, earthquake, war, terrorism, strikes or other labor or industrial disturbances, war, epidemic, pandemic or epidemic outbreaks of disease (excluding Covid-19 and its lingering effects on the global supply chain or local labor supply existing as of the Effective Date but including outbreaks occurring after the Effective Date), cyberattacks that could not have been reasonably prevented, internet or other system or network outages that could not have been reasonably prevented, governmental action, or interruption of, delay in, or inability to obtain on reasonable terms and prices adequate power, telecommunications, transportation, raw materials, supplies, goods, equipment, Internet or other services ("Force Majeure Event(s)"). At its option, Customer may terminate any Order where the Services thereunder are delayed more than sixty (60) days by a Force Majeure Event(s); provided, however, that Customer is not excused from paying FinnlyTech for all amounts owed for Services rendered and products provided prior to the termination of the Order. A Force Majeure Event may not extend any payment obligation of Customer by more than fifteen (15) days.

15) **Customer Data and Information.** Customer represents and warrants that it fully complies with applicable law governing the privacy and security of personally identifiable information and any other relevant state or federal privacy law ("Applicable Privacy Law"). Customer shall also identify such personal data for FinnlyTech and understands that such personal data may be stored and processed on servers based outside of the United States, unless required by Applicable Privacy Law and agreed to in writing. FinnlyTech does encrypt, at the application level, Customer's Personal Information entered by Customer, and any information that would be considered personally identifiable information under the Applicable Privacy Law.

16) **Other Obligations.**

a) Customer will cooperate with FinnlyTech in any onboarding or offboard of Services, and in providing information or access as necessary for FinnlyTech to efficiently provide the Services.

b) Customer will allow FinnlyTech, for the sole purpose of its Service performance hereunder, to copy, display, distribute, download, transmit and otherwise use the Customer Data solely on behalf of Customer.

c) Each party warrants and represents that it has all necessary right, title, and interest in the Customer Data and any other Services and Software, and that it has obtained all consents, licenses, permissions, and releases necessary to grant FinnlyTech the right to process the Customer Data in accordance with this Agreement.
d) Each party shall comply with all applicable laws and regulations and with FinnlyTech' reasonable Policies and Procedures with respect to Customer Data or data uploaded through the Software and Services, which Policies and Procedures are communicated in writing, including by website link, as may be in effect from time to time.
e) The Software, the Services, and the Customer Data will not violate or infringe the rights of others, including, without limitation, any patent, copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right.
f) The Customer Data will not violate any laws to which Customer or FinnlyTech may be subject or constitute a defamation or libel of FinnlyTech or any third party and will not result in the obligation of FinnlyTech to make payment of any third-party licensing fees.
g) The parties each acknowledge and agree that the other party exercises no control over, and accepts no responsibility for, the content of the information passing through FinnlyTech' network or the Internet. Each party assumes responsibility for its own use of the Services, and the Internet. Each party understands and agrees further that the Internet contains materials some of which are socially inappropriate or may be offensive; and is accessible by persons who may attempt to breach the security of either party and/or the parties' network(s). The parties each have no control over and expressly disclaims any liability or responsibility whatsoever for such materials or actions. Customer and its users and end users access the Service at their own risk.
h) Neither party is liable for the content of any data transferred by the other party either to or from Customer or stored by Customer or via the Services provided by FinnlyTech. YOU ARE RESPONSIBLE FOR YOUR USE OF THE SERVICES AND FOR ANY CONSEQUENCES THEREOF. THE CONTENT YOU SUBMIT, POST OR DISPLAY WILL BE ABLE TO BE VIEWED BY OTHER USERS OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, OTHER TEAM MEMBERS AND THOSE AFFILIATED WITH YOUR TEAM. YOU SHOULD ONLY PROVIDE CONTENT THAT YOU ARE COMFORTABLE SHARING WITH OTHERS. YOU ACKNOWLEDGE THAT YOU HAVE NO EXPECTATION OF PRIVACY WITH RESPECT TO ANY CONTENT YOU SUBMIT ONLINE AND THAT ANY CONTENT YOU SUBMIT MAY BE VIEWED BY OTHER USERS OF THE SERVICES.
i) Customer is solely and exclusively responsible for establishing and maintaining the security and confidentiality of Customer Data and of user accounts, ids, passwords, encryption keys, and any other personal identifiers.
j) Customer is responsible for retaining a backup of Customer Data outside the Services.
k) Customer will keep FinnlyTech notified of any changes in people authorized to act for Customer, any changes in address or communication information, and any other changes in Customer's environment that could impact the Services.
l) Customer will use equipment, which is professional grade, uses a business class operating system, meets manufacturer specifications; operating systems and other software which are business class, meet the software publisher's and/or vendor's current program specifications and are supported under the software publisher's and/or vendor's current defined lifecycle policy; and equipment, operating systems and other software having the current capability to be supported by FinnlyTech.
m) You will not post, upload or otherwise exchange any content through use of the Services that is infringing, obscene, threatening, defamatory, fraudulent, abusive, harassing, or discriminatory,

including content that is infringing on third party intellectual property rights and/or third party privacy rights.

n) You will not access, tamper with, or use areas of the Services or FinnlyTech's systems that exceed the scope of your authorization.

17) Privacy.

a) In order to provide you with the Services, we may ask you to provide us with some Personal Information. This may include a name, an email address, a password, phone number, address, and date of birth. In most cases a name is required as well. FinnlyTech will not disclose, sell, rent, or lease any Personal Information to others unless we are required by Applicable Privacy Laws or legal process to provide such personal information and otherwise except as described in this Agreement. CUSTOMER CONSENTS TO THE COLLECTION, USE, AND DISCLOSURE OF CUSTOMER'S PERSONAL INFORMATION, AS APPLICABLE AND SUBJECT TO THE TERMS OF THIS AGREEMENT AND CONSISTENT WITH APPLICABLE PRIVACY LAWS.

b) THE SERVICES ARE NOT DIRECTED TO, AND NOT INTENDED FOR THE USE OF, CHILDREN UNDER THE AGE OF 16. IF YOU ARE UNDER THE AGE OF 16, PLEASE DO NOT REGISTER OR SUBMIT ANY PERSONAL INFORMATION TO FINNLYTECH. A parent or legal guardian may enter Personal Information for a person under age 16.

c) You may need to pay for your use of the Services using a credit or debit card. We use third party payment card processing companies engaged by us to process payments in connection with the Services. Your credit card information is processed and retained by these third parties and will not be passed on to FinnlyTech. FinnlyTech does not store your payment card information in any way.

d) You also may use FinnlyTech to collect funds from other users. We may deduct a payment processing fee from these fund transfers. The fund transfers are accomplished using a third party payment system, which is subject to separate terms with that third party. No one at FinnlyTech has access to the credit card information. Credit card information is handled by highly-secure third parties. FinnlyTech does not store credit card details in its databases.

e) As a general rule we use your information, including Personal Information, solely to provide the Services. However, during the process of developing and troubleshooting the Services, it may be necessary to look at pieces of your information to improve the Services or resolve a problem or dispute. Also, when you write us to request support, our skilled customer support representatives may look at your information in order to assist you. We may also access and use your information to compare information for accuracy and verify it with third parties or to comply with applicable law or legal process.

f) When we identify a co-brand partner for a site or event, you agree that we may share contact information and transaction data (excluding credit or debit card numbers) with that partner. Information shared with a co-brand partner is subject to their privacy policy. We do not control the privacy policies of co-brand partners and we encourage you to review their privacy policies.

g) We use third-party service providers to help measure our content and advertising effectiveness and to serve ads on our behalf and on behalf of other third-parties. We may share some anonymous, aggregated demographic information with some of these service providers, but we do not share any personally identifiable information except as specified in this Agreement.

h) We retain information as long as it is necessary and relevant for our operations. In addition, we may retain Personal Information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigation, enforce this Agreement and take other actions permitted by law.

FinnlyTech Inc
807 Broadway Street NE
Minneapolis, MN 55413

SIGNATURES

CUSTOMER

CITY OF CHASKA, MINNESOTA

_____ _____

Taylor Hubbard, its Mayor Matt Podhradsky, its City Administrator

FINNLYTECH INC.

_____

Jesse Parker, its CEO

REQUEST FOR ACTION

CHASKA CITY COUNCIL

06/30/2025

Subject: UNIVERSITY of MINNESOTA – FACILITY USE AGREEMENT

Prepared By: Mary Monteith, Assistant to the Director of Parks and Recreation

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Background:

The University of Minnesota is having a VeggieRX program with Carver County Public Health and River Valley Health Services, where they will distribute Arboretum-grown fruits and vegetables to program participants who enrolled in a 16-week nutrition program. There are 50 to 75 pre-registered participants in the program who will work to complete the program July 9th through October 20th.

The University of Minnesota has asked the Chaska Community Center if they could rent out space for this event. With this being the second rental request from the University, Chaska's city attorney has created an addendum that can be attached to the Community Center rental document and used on-going between the two parties for any additional future requests. See attached.

Staff Recommendation:
Based on recommendation from Chaska city attorney, staff recommend Council approval of the University's request for rental space.

CITY COUNCIL ACTION REQUESTED

Motion for City Council approval of the University of Minnesota's request for rental space at the Chaska Community Center.

ADDENDUM TO

Chaska Community Center Meeting and Event Rooms Rental Agreement

This Addendum is made to the Chaska Community Center Meeting and Event Rooms Rental Agreement Form, which together with this Addendum, is an agreement between the City of Chaska, Minnesota ("**City**") and Regents of the University of Minnesota, through its Landscape Arboretum ("**University**") regarding use of the Red Maple Room at the Chaska Community Center (the "**Facility**") for events on Wednesdays on *July 9th to October. 22, 2025* (the "**Agreement**").

1. In the event of any inconsistency between this Addendum and the Agreement (including any procedures, rules and regulations, or attachments thereto), the terms of this Addendum shall control.

2. The parties agree that the Agreement will be silent as to dispute resolution (arbitration and mediation), collection charges, and attorney fees/litigation expenses. Neither City nor University agrees to waive its rights to a jury trial.

3. Because the University and the City are each subject to the Minnesota Government Data Practices Act, any and all confidentiality clauses, statements and banners in the Agreement are hereby deleted and of no further force and effect.

4. This Agreement may be terminated upon one party providing notice to the other if an Uncontrollable Event makes it illegal or impossible to conduct the event(s) contemplated by this Agreement. An "**Uncontrollable Event"** means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, acts of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; campus closure or policy changes; or state or local governmental orders or advisories). If this Agreement is terminated due to an Uncontrollable Event, both parties waive any claim against the other for damages, provided that any deposits or other amounts paid by one party to the other shall be promptly refunded. Neither party shall be liable for indirect or consequential damages resulting from nonperformance of this Agreement.

5. City agrees to accept University's standard insurance coverage, as evidenced by a Certificate of Insurance naming the City as additional insured to be provided to the City upon written request, as meeting all insurance requirements.

6. Liability, damage and indemnification provisions, if included in the Agreement, are hereby deleted and replaced with the following:

University will be responsible for damage, loss, or injury caused by University, its employees, event attendees, and contractors in assigned function rooms in the facility during the event, except to the extent caused by the willful or negligent act or omission of the City, its officers, agents, employees, and representatives. The parties' respective liability to each other and to third parties are each subject to the limits in the Minnesota Tort Claims Act, Minn. Stat. § 3.736 and the provisions of Minnesota Statutes Chapter 466, and other applicable law. Nothing in this agreement shall be construed to be or shall act as a waiver of any immunity or defense available under Minnesota law.

7. The acknowledgment of the University's agent on the Agreement is hereby amended and replaced to read as follows: The person signing this agreement is a duly authorized agent of the University who is empowered to enter this Agreement and agree to its terms.

CITY OF CHASKA, MINNESOTA

By_____
Name: Taylor Hubbard
Title: Mayor

Date: _____, 20_

By_____
Name: Matt Podhradsky
Title: City Administrator

Date: _____, 20_

REGENTS OF THE UNIVERSITY OF MINNESOTA

By_____
Name:
Title:

Date: , 20

Chaska Community Center Room Rental Application Form

This application form must be filled out **COMPLETELY** prior to the requested usage date (at least one week in advance). The person filling out this form (Contact Person) must be an adult. All youth require adult supervision at all times. Full payment is due at the time of booking and before a facility permit being issued. No reservations are held or "penciled in" without the completed application form and payment.

ROOM REQUESTED: Check the appropriate room listed below

- [x] Red Maple Room (30 max)
- [ ] White Oak Room (30 max)
- [ ] Rinkside Room (30 max; rink side Arena 1)
- [ ] Sun Room (45 max)
- [ ] Poolside Room (20 max)

EQUIPMENT REQUEST

- [ ] TV/AV Cart *w/ HDMI capability* = $10 *flat fee*
- [ ] Projection Screen = $10 *flat fee*
- [ ] LCD Projector = $50 *flat fee*

**Red Maple, White Oak and Rinkside rooms have a mounted smart TV with HDMI capability.*

RENTAL RATES *CCC Member* $42/hour *Regular Rate Non-Member* $54/hour

Contact Person Tim Wilson Organization *(if applicable)* UMN Arboretum

Mailing Address 3675 Arboretum Dr City Chaska Zip MN

Primary Number 6122088052 Alternate Number _____

Email Address trwilson@umn.edu

Nature of Event VeggieRx nutrition program *(meeting / banquet / birthday/shower, etc.)*

Day & Date of Request Wednesdays July 9 to Oct 22, 2025

Room Start Time 2 AM [PM] (includes set up) Room End Time 6 AM PM (includes clean up) Total Hours 4

Anticipated Number of People 20

Signature of Applicant _____ Date _____

The above signed hereby agrees to be responsible for any damage to the facility occurring during and by this use and agrees to be responsible for the conduct of all persons attending this function. Applicant further agrees to be responsible for any accident or injury occurring to anyone during and by this use and agrees that the City of Chaska & its employees shall not be responsible for any such injury or loss.

City of Chaska / Department of Parks & Recreation / 1661 Park Ridge Drive / Chaska, MN 55318
Phone (952) 448-5633 / Web www.chaskamn.gov

REQUEST FOR ACTION
CHASKA CITY COUNCIL
6/30/2025

Subject: **Adopt Ordinance 2025-1062 Regulating the Keeping of Chickens**

Prepared By: Elise Durbin, Assistant City Administrator

Background
In 2015 and again in 2020 the City Council discussed an ordinance that would permit chickens in residential areas. Ultimately the ordinance was never passed and currently, chickens are not allowed in residential areas in Chaska.

Earlier this year, it was requested by the City Council that the topic of chickens be revisited. On April 21, the City Council held a work session to discuss the topic. At that meeting, the City Council asked staff to revise the previously proposed ordinance based upon the discussion from that work session and bring it back to a future meeting for review.

Ordinance Overview
Using the previously drafted ordinance, the City Attorney made updates to the ordinance to incorporate comments and direction given by the City Council at the work session. Sections and key components from each section include:

- General provisions. Here it is noted that the ordinance will not override or negate any covenants from an HOA/Common Interest Community.

- Requirements for keeping chickens. This subsection discusses that there will be no more than five non-crowing hens on the property; that they must be kept in the proper spaces (coop, run, exercise yard); and other regulations regarding chicken food and waste, and prohibition of the sale of eggs/chickens.

- Chicken coops and runs. There must be one coop/run/exercise yard on the property in the rear yard and must meet certain setbacks, screening, and size requirements.

- Permits and fees. Residents seeking to have chickens must apply for a one-time permit with a fee of $100. Before a permit is issued, review of zoning and other code compliance will be completed. Inspections will also be carried out to verify the coop location and installation.

- Violations. If a violation of the ordinance is found, permittees will have ten days to fix the issue. Failure to correct the violation or additional violations will result in the revocation of the permit.

Recommendation
The attached ordinance allows for the keeping of chickens in residential areas but takes into consideration the concerns brought up by the City Council at the most recent work session. Staff recommends approval of the ordinance. If the City Council approves the ordinance, staff will finalize the administrative processes for implementation.

CITY COUNCIL ACTION REQUESTED
Motion to adopt Ordinance 2025-1062, regulating the keeping of chickens.

From: Nick Erhart
To: Elise Durbin
Subject: [EXTERNAL]Chaska"s Policy | Raising Hens
Date: Thursday, April 17, 2025 8:33:38 AM

To Whom It May Concern,

I'm writing to express my concern regarding Chaska's policy prohibiting residents from raising hens. As a community member, I believe this restriction unnecessarily limits access to organic, sustainable food and infringes on our ability to make responsible choices for ourselves and our families.

Growing up, we were taught to follow the government-endorsed food pyramid — a system we now know was deeply flawed. This is a clear example of why individuals should have the freedom to decide what's best for their own health and nutrition.

Carver County allows up to five hens, and I believe Chaska should adopt a similar stance. Hens are quieter than dogs — typically clucking at around 60 decibels compared to dogs barking at 90–100 — and they pose little to no threat. Imposing an annual fee also creates an unfair financial barrier for those simply trying to live more sustainably.

I moved to Chaska in February and honestly, this kind of control is discouraging. It makes me question whether this is the right place for my family long-term. My mother, who lives in Highland Park in Saint Paul — a far more densely populated area — is allowed to raise hens. If it's permitted in a city environment with tighter noise and space considerations, why is it banned in the more spacious western suburbs of Carver County?

More than anything, this policy limits my ability to teach my children valuable life lessons. Raising hens has been a meaningful part of our lifestyle, teaching responsibility, care, and a deeper understanding of where food comes from. Taking away this opportunity undermines those efforts.

It's also frustrating that policies seem selective when it comes to noise and disruption. In my neighborhood, multiple delivery trucks pass through each day, and trash and recycling are picked up on different days — creating ongoing noise and traffic. Yet somehow, hens are seen as the greater nuisance?

I also find myself constantly shielding my children from aggressive, unleashed dogs when we're enjoying the city's paths. Compared to that, the calm presence of hens seems hardly worth the concern.

In summary, I'm simply asking for the right to raise hens responsibly — to provide for my family, teach my children, and live in a way that aligns with our values. I trusted institutions for much of my life, only to discover that many of those recommendations were misguided. All I want is the freedom to make better choices for my family moving forward.

If the coop is well-maintained, the animals are safe, and the noise is minimal, why are we being restricted? I sincerely hope this message doesn't fall on deaf ears. Based on my recent experience at town hall, I'm not optimistic — but I felt it was important to share my thoughts nonetheless.

-Nick Erhart

465 Oakhill Rd

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From: Rachel Rowell
To: Elise Durbin
Subject: [EXTERNAL]Support for Allowing Backyard Chickens in Our Community
Date: Friday, April 18, 2025 9:49:37 PM

Hi Elise, thank you for calling me back earlier this month. Below is my written testimony that can be presented to the city council on April 21st.

Thank you again!

Rachel Rowell

I hope this message finds you well. I am writing as a resident of Chaska to express my strong support for permitting backyard chickens within our city limits and to highlight the many benefits they can bring to our community.

Backyard chickens are more than just a trend — they are a step toward greater sustainability, food security, and community engagement. Numerous studies and successful examples from other municipalities show how urban and suburban chicken-keeping can positively impact local neighborhoods.

Sustainability and Waste Reduction:
Backyard chickens are natural composters, consuming food scraps that would otherwise end up in landfills. Not to mention ticks and other bugs as well. According to a study by the University of California Cooperative Extension, a small flock of chickens can divert up to 150 pounds of food waste per household per year. Their droppings also create nutrient-rich fertilizer which supports gardening within our own backyards and reduces reliance on chemical fertilizers.

Food Security and Education:
In a time of rising food prices and concerns about supply chains, chickens provide families with a reliable source of fresh, healthy eggs. Multiple times this Spring my husband and I had to check the Costco Chaska Facebook page to see when eggs were available (other community members were posting). The shortage even led Costco to limit the number of eggs shoppers could buy. In addition to being able to provide for our families, raising chickens also provides educational opportunities for our two kids (3 and 1 yrs old) to learn about animal care, sustainable agriculture, and where eggs comes from.

Community and Economic Benefits:
Many neighboring towns/cities, including more populous areas like Minneapolis and St. Paul, allow families to have backyard chickens. A key benefit of chickens is increased community interaction, local economic activity (through feed stores, co-ops, and farmers markets), and stronger local food networks. A study published in “Renewable Agriculture and Food Systems” highlights how urban livestock keeping, including chickens, fosters social connections among neighbors. It can be hard to find common ground and get to know your neighbors, offering eggs is a great way to start a conversation and bridge the gap.

Backyard chickens can be kept safely, quietly, and hygienically with reasonable

regulations. My family lives on 3.6 acres but because of the current restrictions we're not allowed any chickens on this acreage. We strongly ask you to reconsider this for the reasons above. As our city continues to grow and evolve, allowing backyard chickens is a low-impact, high-reward way to support residents who want to live more sustainably and independently.

Thank you for your time and service to our community. If you have questions, please don't hesitate to reach out, I am happy to speak to this further.

Warm regards,

Rachel Rowell

4180 Big Woods Blvd

Chaska, MN 55318

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Date: April 16, 2025

To: Taylor Hubbard, Mayor and City Council Members - Jon Grau, Josh Denesh, McKayla Hatfield, Leah Sheveland
CC: Matt Podhradsky City Administrator, Nate Kabat, Community Development Director
From: John Prondzinski - 1160 Symphony Lane Cahska, MN. 55318 Ward 2

Re: Opposition to Backyard Chickens in Chasa Residential Neighborhoods

Dear Mayor and Members of the City Council,

It has come to my attention that the City is once again considering the approval of residential backyard chickens and has a Work Session planned for Monday April 21, 2025 to consider the issues. I have been in opposition of this in the past and continue to have concerns over the approval of backyard chickens in residential neighborhoods. Please consider the following concerns:

- Many residential homes are very close to each other in many cases only a third of an acre or less with minimal setbacks. Far too close together for raising chickens that are farm animals.
- Chicken coops can be poorly constructed and unsightly having a negative impact on the community aesthetic and cause conflict between neighbors.
- Chickens can be noisy. Hens can be noisy in the early mornings when they lay eggs.
- Chicken poop has a strong, foul smell that can be very unpleasant, particularly during warm weather. Depending on the wind this smell can be very unpleasant for neighbors on either side of a chicken coop.
- Chickens are prone to predators. Owners of backyard chickens may consider using motion-activated lighting and or alarms to deter predators throughout the day and night. Lights and alarms after hours can be very disturbing.
- Chickens can be harassed by neighborhood pets such as dogs. No one wants dogs barking and harassing chickens throughout the day, leading to neighborhood conflicts.
- Chickens require significant time and commitment. Chickens need daily care, including feeding, watering, and egg collection, as well as weekly tasks such as coop cleaning and upkeep. Some owners may not fully understand the scope of caring for chickens and fail to take responsibility for their care and maintenance over time.
- Chickens can be harmful to your health. Chickens can carry diseases that can be transmitted to humans, such as Salmonella, which is a common risk. It is essential to keep the coop clean and well ventilated to prevent the build-up of bacteria and other microorganisms that can cause disease in both chickens and humans.
  In addition, chickens can be susceptible to the Avian flu causing other environmental health concerns.
- Chicken coops and raising chickens can be very expensive and the cost benefit is likely not there. A chicken coop from Costco on sale is around $1,900.00 not including fencing, food, supplies and the cost of chickens.

If the Council determines to move forward with the approval of Backyard Chickens, following are comments regarding the previous **Chaska MC 2020-Draft Ordinance** as well as some additional thoughts for consideration:

- **Section 3: Adoption "9.32.020" Requirements:**
  - A.- G. These are reasonable and necessary.
  - H.- I. Please make it clear that causing adjacent pet dog barking at chickens is a nuisance. Also, I would prohibit use of alarms and triggered lights at night to keep predators away. This will clearly cause a disturbance to adjacent properties.
  - J.- N. These are reasonable and necessary.

- **Section 4: Adoption "9.32.030 Chicken Coops and Runs:**
  - A.- C. These are reasonable and necessary.
  - D. Please require new building finish materials consistent with exterior home standards to assure an aesthetic that will not degrade adjacent property value. Also, care must be taken to maintain the appearance.
  - E. Please require the fence to be constructed of new and quality material. I oppose chicken wire and recommend wooden and or chain linked fencing.
  - F. I would add a statement regarding consistent care and maintenance while out of town and or on extended vacations. Chickens require daily care and maintenance.
  - G.- H. These are reasonable and necessary.

- **Section 5: Adoption "Permit and Fees"**

  - ***Please add this condition*** to address HOA's as well as pre-existing building covenants in place prior to the ordinance. **"Title Private Restrictions and Covenants"**. *Note this was taken from the City of Waconia.*

    - Notwithstanding the issuance of a permit by the city, private restrictions or covenants on the use of the licensed premises shall be enforceable. Private restrictions include but are not limited to, deed restrictions, condominium master deed restrictions, neighborhood association by-laws and covenant declarations.
    - A chicken permit issued to a person whose permitted premises is subject to private restrictions and/or covenants that prohibit the keeping of chickens is void. The interpretation and enforcement of private restrictions is the sole responsibility of the private parties involved.
  - A.- G. These are reasonable and necessary. However, please add the above language regarding **Private Restrictions.**

Final consideration:

- In the absence of the Chaska Herald it is more difficult to inform the broader community who may not be paying any attention to the activities of the City Council.Therefore, please provide an opportunity for the community to be informed of the process and allow an opportunity for public comment. I caution against listening only to a small minority eager to have backyard chickens.
- If a member of the city council resides in a neighborhood with a restrictive covenant against allowing backyard chickens, is it appropriate for that council member to vote in favor of an ordinance when their own residence is exempt?
- Finally, consider you place your home up for sale and a prospective buyer notices your neighbor has a backyard chicken coop, do you really think this will not cause a reduction in your home's value?

From: Nate Kabat
To: Matt Podhradsky; Elise Durbin
Subject: FW: [EXTERNAL]Chicken Permit Question
Date: Monday, April 21, 2025 7:05:13 AM

FYI

From: Nate Kabat
Sent: Monday, April 21, 2025 7:05 AM
To: 'Brandon Graffunder'
Subject: RE: [EXTERNAL]Chicken Permit Question

Hello Brandon:

Chickens are not currently permitted in Chaska. That said, the City Council will be holding a work session this evening to discuss whether they feel an ordinance to allow for backyard chickens should be pursued. The work session will take place beginning at 5:30 pm at Chaska City Hall Council Chambers this evening.

Link to this evening's agenda:
https://chaskamn.portal.civicclerk.com/event/828/files/agenda/6701.

Best,

Nate Kabat, AICP
Community Development Director
City of Chaska

Desk: 952.227.7529 | Main: 952.448.9200 | www.chaskamn.gov
One City Hall Plaza, Chaska, MN 55318

From: Brandon Graffunder
Sent: Sunday, April 20, 2025 8:34 PM
To: Nate Kabat <nkabat@chaskamn.gov>
Subject: [EXTERNAL]Chicken Permit Question

Hi Nate -

I have a quick question, and I'm not finding any answers online, or any permits to complete. Please point me in the right direction if you are not the right person!

For Chaska, are permits available to submit for residential areas to own a certain number of chickens? I am unclear of the current ordinance, so was looking to be pointed in the right area for guidance.

Thank you!

Brandon Graffunder
2615 Schuller Ct
Chaska MN 55318

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From: Taylor Hubbard
To: Matt Podhradsky; Elise Durbin
Subject: Fwd: [EXTERNAL]
Date: Monday, March 24, 2025 9:02:34 AM

From: Jenni Payne
Date: March 17, 2025 at 11:06:12 PM CDT
To: Taylor Hubbard <thubbard@chaskamn.gov>
Subject: [EXTERNAL]

Good morning,

I would like to advocate for having chickens allowed in Chaska. I understand there is an idea to allow 5 chickens per household on the table. I would like to propose a tier program based on the square footage of the yard and that can be something to fill out on the permit application that can be checked against simply property listing.

The reason I am suggesting this is because chickens lay 2-3 eggs a week. That means 10-15 eggs a week. That's 520-780/year- if doing simple math of 52 weeks/year. But- chickens do not lay as much during the winter and only with artificial light in the coop, some lead to fire hazards. Also during molting in the spring chickens do not lay at all for a couple weeks.

It's really less than that for the eggs you will get from 5 chickens per year in Minnesota. For simple math's sake I will stick with the simple calculation. Per statista.com, the average amount of eggs one person consumed in the year 2023 was 281 eggs. For a family of four, that's 1,120 eggs. That's not counting when eggs are needed for making pancakes, baking birthday cakes or cupcakes for special occasions. Coffee cakes.

With that amount of eggs for a smaller family size on average consumed and the reality of how many healthy chickens really lay, 5 doesn't cover half the need of a family.

Other chicken math, that is really a thing- chicken math- for a run (an outside place for chickens to move around in the day) one chicken needs a 10 ft x 10 ft

space. That can seem like a lot. I live in a neighborhood off of Bavaria and my backyard is 70 ft x 74 ft. That can accommodate 50 chickens in that space. Which is absolutely excessive for in town, especially in such a beautiful place to have a great bonfire pit. Although, clean wood ashes are actually really good for chickens to clean their feathers in.

Not everyone has that big of backyard in town and I understand my neighborhood is fortunate. I mention that because it seems crazy to think chickens would actually have space in town, but they can. They also prefer to be in groups. It's good practice to have one nesting box to 2-3 hens when you think the laying of eggs would be more personal. I am suggesting a tier of 2 chickens per person in a household, as long as the square footage of yard space adds up for proper care of the chickens.

That would easily cover the eggs needed to support a family, making the main purpose of having chickens be worth the effort to care for the animals. A 10 ft x 10 ft space can handle 10 chickens and live happily. There are a lot of yards in town that could handle that and take care of the family that owns it. I have farmers in the family that I have grown up learning from.

I apologize if you already know all this or if you have already heard all this info. In the off chance you haven't, I wanted to make sure it was said.

Thank you for your time,

Jenni Payne

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From: Taylor Hubbard
To: Michelle Robbin
Cc: Elise Durbin
Subject: Re: [EXTERNAL]Chicken Ordinance
Date: Thursday, June 19, 2025 1:39:00 PM

Hi Michelle,

It was moved to June 30th meeting so it hasn't been discussed yet. There will be an opportunity for public discussion if you'd like to come down to the meeting. Otherwise, staff has made us packets with all of the communications received from residents towards the ordinance (pro & con). I'm including Elise on this email so your email can be included when the agenda packet publishes. Let me know if you have any questions.
Taylor Hubbard
Mayor
City of Chaska

On Jun 19, 2025, at 1:29 PM, Michelle Robbin wrote:

Good afternoon Taylor,

I appreciate your prompt response to my email. I did not watch the council meeting on June 16th so I'd like to know what happened with the chicken ordinance. Was it approved?

Thank you,
Michelle Robbin

From: Taylor Hubbard <thubbard@chaskamn.gov>
Sent: Monday, June 16, 2025 6:15 PM
To: Michelle Robbin
Subject: RE: [EXTERNAL]Chicken Ordinance

Dear Michelle,

Thank you for taking the time to reach out and share your thoughts in regard to our consideration of a backyard chicken ordinance. The upcoming council meeting on June 30 will include time for public comment from residents. The work sessions do not typically involve time for public input as it is a review within the council of that topic at hand and a time for them to ask any relevant questions and for staff to garner input if it is something that should be brought forward formally to a meeting. I'm sorry if you felt that it was snuck in, it can be really challenging to get items out

to the community without a printed newspaper. I appreciate you including your letter and I do recall your correspondence back in 2020/2021 when this was initially visited for a vote.

I want to assure you that I value every single item that comes forward on our council agenda. It is extremely important to me that I do my due diligence to research, analyze, and listen to feedback from multiple perspectives to form an opinion. I believe this helps to deliver an educated and honest vote. Please feel free to reach out if you would like to chat further about this topic and I would like to invite you to attend the upcoming council meeting on June 30th. Take care!

Warm Regards,

Taylor Hubbard
Mayor
City of Chaska

Cell: 952.210.7260 | www.chaskamn.gov

From: Michelle Robbin
Sent: Monday, June 16, 2025 5:03 PM
To: Taylor Hubbard <thubbard@chaskamn.gov>; Leah Sheveland <lsheveland@chaskamn.gov>; McKayla Hatfield <mhatfield@chaskamn.gov>; Jon Grau <jgrau@chaskamn.gov>; Joshua Benesh <jbenesh@chaskamn.gov>
Cc: Michelle Robbin ; Phil Robbin

Subject: [EXTERNAL]Chicken Ordinance

Good afternoon Mayor and Council Members,

I am a Chaska Ward 4 resident. I am writing to you about the chicken ordinance on the council agenda for this evening. I understand a work session was held for this topic. As far as I can tell, this topic was never surfaced for public opinion. I find the fact that a work session was held, an ordinance was created, and then sneakily added to the agenda to be concerning. The city council is supposed to represent the entire community, just not a special interest group.

When this topic last came up in December 2020, I sent the attached letter to my Ward representative, Mike Huang; and the Assistant City Administrator, Nate Kabat; voicing my concerns and opposition to a chicken ordinance.

My concerns are still valid today, with the main concern being property value and enjoyment of property. How is this ordinance really going to be enforced to the satisfaction of the coop owner and neighbors?

I believe this is a flash-point issue for which more public opinion should be gathered. I urge you to vote no!

Respectfully,

Michelle Robbin
2240 Manuela Dr

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This City of Chaska email and any attachments may contain confidential information. If the reader of this email is not the intended recipient, please delete this email and any attachments immediately and notify me. Thank you.

From:	Nate Kabat
To:	Jon Grau; Mark Windschitl; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc:	Matt Podhradsky; Vicki Schmid
Subject:	FW: As Requested--All about Backyard Chickens
Date:	Wednesday, January 6, 2021 12:21:42 PM
Importance:	High

Mayor and Councilmembers:

Please see below for some input on backyard chickens. I spoke with this individual yesterday. While he is a Chanhassen resident, he has a real passion for chicken raising and wanted to share his perspective as he is aware Chaska is considering an ordinance. He did offer to be a resource for you if you have any questions.

Thanks,
Nate

From: terri.b
Sent: Wednesday, January 6, 2021 12:11 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: As Requested--All about Backyard Chickens
Importance: High

Hello, this letter is a result of discussion with the City Manager's assistant and at the Mayor's request regarding backyard chickens.

I have had backyard chickens for 12 years. They are a far bigger responsibility than anyone can anticipate and not something anyone can take lightly. Chickens like routines, they like to get up and go to bed at the same time. You will find them waiting in the morning to get up and you will find them starting at you at night waiting to be put to bed.

It's not merely, "oh, this would be fun" and "we get free eggs," I have seen too many times where someone goes in with that mind set until they are no longer cute little babies and then decide to list them free on Craigslist. This happens every year, whether it be right after Easter or as late as in the Fall, because people don't want to take the responsibility of housing them correctly. There are a lot of challenges and very limited information on how to keep backyard chickens in spite of what someone finds on the internet, most of that is wrong.

I am writing this because I'm looking at giving the chickens the best life and not just merely buying chickens for free eggs. I'm strictly looking at the well-being of the chicken. A chicken can live up to 15 years.

First, when ordering chicks as day-olds, they will send you one extra typically, because there is about a 25% chance that you are going to end up with a rooster, and what do you do with a rooster. They will let themselves be known at about 3-4 months old. When you bring them home, they need to be on towels on top of their wood shavings and kept warm under heat lamps for a couple of months, because they are unable to keep themselves warm. You need to change the towels, bedding, food and water a couple of times a day, because they don't know the difference between food and poop.

Shelter. When they become large enough where they can be out on their own, they do need considerable space. Frequently what is suggested is a long tractor, which is a mobile shelter, you move it every couple of days. They need to be brought in at night because of dogs, (even family dogs), cats, coyotes, fox, martins (weasel like rodent), racoons, also red-tail hawks and kestrels will

kill them. They need to be kept warm, they really should not be outside below 32 degrees, they can get frostbite and it is very painful. They also don't like rain or snow.

The pen needs to have netting around the top as well as small openings around it so predators can't get in. Mine are in a heated and air conditioned garage with an attached covered outdoor pen. They really don't like the wind, so they can't just be out in an open area. Heat lamps in a pen outside is not fair to them, because they can't keep their feet warm and a heat lamp is not adequate during cold weather. If the space where they are kept is too small, they will peck each other and whoever bleeds first, is the one that gets killed.

There are few breeds that can cope with confinement. So they need to have enough room to move around. They should know that there are very few people that can help out with knowledge of birds that you could actually, rest assured, know that when you go on vacation that they would be OK. Most people are not aware of their needs at all, so family vacations are out.

My chicken lives in a heated garage, I wash it out every two weeks year round. The hay and wood chips need to be changed frequently, manure removed. At night they need a bar to rest on so their feet don't remain flat. They need things to stand on so their feet don't stay flat, concrete only to walk on is not good.

If they are outside during the day, the have to have a place for shade. Any pen or shelter must be very secure to keep the predators out.

Wood chips for bedding need to be flakes, not sawdust because they can ingest it, choke or suffocate on it or it can get impacted in their crop.

Egg Laying. Chickens start laying eggs at six months, and start to taper back significantly after 2 years old. They lay eggs when there is a lot of sunlight. During fall, winter and spring they seldom lay. They need a spot to lay their eggs, somewhere where you can get at the eggs as well. Chickens celebrate with a "buck, buck, buck". They are proud of laying their egg and want to tell everyone.

When the egg laying slows down, then what?

Food. As far as food, the $15 for 50# feed at Fleet Farm is inadequate for long term survival. We buy Harrison's or Roudybush, 20 pound bags are $80. They are packed in nitrogen, when we open the bag, we vacuum seal in smaller pouches and freeze it to keep it fresh. There are many foods that will kill them, chocolate, potato skins, potatoes, onion, avocado (guacamole). Feeding them corn, or corn on the cob on a warm day, the remnants need to be picked up within 30 minutes, otherwise it turns into botulism toxin and can kill them within hours.

Illness. They should know that taking them to the vet, there really is only one. Most vets have no clue about chickens and I have taught local vets because they don't know, even if they have chickens.

They can expect taking a chicken to the vet to cost about $85, $150 for blood work, x-rays another $200. So a $500 bill is pretty common to figure out what's wrong.

When they are sick, they don't say anything. You need to look at very subtle hints, like sitting down face toward a wall, being fluffed up. Those are signs of serious illness. Because they are on the bottom of the food chain, they give very subtle signs because if they are sick they will get killed at any sign of weakness.

Sicknesses can include an impacted or ectopic egg stuck in the oviduct, that becomes a ticking time bomb. When it ruptures, they die of sepsis. They can get e-coli or salmonella or listeria. The salmonella sits in the chicken's intestine and the droppings can be active for a long time and if other chickens eat the droppings, the others can get salmonella and pass that on in the eggs.

Marek's disease is a very common disease for chickens. You need to wash your hands every single time after being with them. Chickens need to be cleaned up after multiple times a day. I pick up droppings with a shovel, put it in a 5-gallon pail and once a week dump it in the garbage.

They can get fleas, if that happens, what is the treatment? We occasionally use poultry dust to prevent fleas, or if you find fleas. They can also end up with lice, etc.

Then, when the do become sick, and they frequently do, they will stop eating and stop drinking. At

that point, the owner will have to begin feeding them with a syringe, a ½ a gram at a time, the size of a pea or piece of corn, 20 ml per meal to try and maintain their weight until they are strong enough to recover and begin eating again on their own. The unwillingness to eat can last 3 months to a year or longer where you have to feed them and check their weight every day.

Our chicken is on a compounded medication that has a 30-day shelf life, and it costs $110 per month. She has to take this twice a day for the rest of her life.

Other note, when a chicken dies, I have seen its best friend mourn for three weeks, much like a family would mourn when a family member dies.

Other. What do you do when you end up with a rooster? What is the exit plan, there has to be an established plan with what to do with the rooster, because you can't have one in the city. Who's going to take the rooster? When its no longer fun and you find it is as much commitment as it is having kids, what is the plan then?

Conclusion. While the natural reason for raising chickens would be to raise them with the kids, today's faced pace family doesn't really allow for that. With today's busy lifestyle the chickens are the ones who pay for it with neglect and abandonment.

When choosing a breed, you need to know exactly what you are getting into. Some are really fast growers, they end up on your dinner table, some are uptight and hyper and some are very passive. You need to know in advance what the breeds are like, a lot of research is required.

Dave Bloomquist

From:	Nate Kabat
To:	Vicki Schmid
Subject:	FW: Follow-Up Comments from 12-21-20 City Council Work Session Re: Draft Ordinance MC 2020 -Backyard Chickens
Date:	Wednesday, January 20, 2021 10:15:34 AM

FYI

From: John Prondzinski <
Sent: Wednesday, January 20, 2021 10:13 AM
To: Mark Windschitl <MWindschitl@chaskamn.com>; Taylor Hubbard <thubbard@chaskamn.com>; Jon Grau <jgrau@chaskamn.com>; Mike Huang <MHuang@chaskamn.com>; McKayla Hatfield <mhatfield@chaskamn.com>
Cc: Matt Podhradsky <MPodhradsky@chaskamn.com>; Nate Kabat <nkabat@chaskamn.com>; Kevin Ringwald <KRingwald@chaskamn.com>
Subject: Fwd: Follow-Up Comments from 12-21-20 City Council Work Session Re: Draft Ordinance MC 2020 -Backyard Chickens

Please find below a memo I email each of you following the last City Council Work Session to discuss and review the Draft Chicken Ordinance. I know you are each very busy; however, I would appreciate it if you could take time to review again this memo ahead of your 1/25/21 City Council Meeting. I understand that the council has asked that the current draft ordinance come to Monday's council meeting for a vote. I have no way of knowing where you each stand but would appreciate the following consideration. If you plan to vote in favor of backyard chickens I ask that you consider adding a change to the ordinance to insert mine or similar language highlighted below related to addressing HOA's and other land restrictive covenants not under an HOA but still run with the property. I feel this is essential in keeping the city out of the middle of any dispute between residents/neighbors in Chaska because it would make clear it is the homeowners responsibility and not that of the city by understanding their restrictive covenants as part of the application process. It is also important that the city make clear that those covenants will take precident over the ordinance and thereby making your intent clear in the ordinance and application process. Secondly, I feel it would be beneficial to add a bit more guidance around the construction aesthetic of the Chicken Coop. I suggest building materials be consistent with the exterior of the home. I plan to join the Council meeting on the 25th via zoom and will answer any questions you may have if asked to join in commenting.
Lastly, on a personal note, I want to offer my Condolences to Mike Huang over the recent loss of his Father. Mike I am sure your grieving has been even more difficult under the cloud of Covid and the restrictions it has posed. Please know my thoughts and prayers are with you and your family. John

---------- Forwarded message ---------
From: **John Prondzinski**
Date: Tue, Dec 22, 2020 at 2:18 PM
Subject: Follow-Up Comments from 12-21-20 City Council Work Session Re: Draft Ordinance MC 2020 -Backyard Chickens
To: Nate Kabat <nkabat@chaskamn.com>, <mwindshitl@chaskamn.com>, Taylor Hubbard <thubbard@chaskamn.com>, Jon Grau <jgrau@chaskamn.com>, <mhatfield@chaskamn.com>, Mike

Huang <mhuang@chaskamn.com>
Cc: Matt Podhradsky <mpodhradsky@chaskamn.com>

Thanks for the virtual opportunity to listen in on the City Council's Work Session and the discussion related to the proposed Backyard Chicken Draft Ordinance. I was sorry to hear of Mike Huang's family emergency and hope all is ok. Mike, my thoughts are with you and your family.

After listening to the City Council discussion and in further review of the draft ordinance, I offer the following comments and suggestions.

1. Nate did a good job of summarizing the issues. Nate, where is the presentation posted? I liked seeing the schematic for a typical chicken coop, run and exercise yard.

2. When or how does the council acknowledge or respond to written comments from those interested in this topic? It did not seem my past concerns/comments had been fully captured.

3. Some residents interested in seeing backyard chickens approved seem to feel the proposed fee and setbacks are too restrictive. I do not agree. The fee of $100.00 covers the Cities expense and encourages only those who are serious to pursue a permit. The setbacks outlined in the draft ordinance, in my opinion are the minimum of what should be required. A setback from the property line of a minimum of 10 feet is very reasonable and should be at least 15 feet. A setback of 50 feet from any residential structure on an adjacent lot is very reasonable and in my opinion it should be at least 75 feet. Please remember that many homes have been built very close together with some on as little as a 1/3 acre. The minimum setbacks you have in the draft ordinance help assure that homes in close proximity to one another do not end up being adversely impacted by a chicken coop being too close to open windows, a deck, screened in porch or outdoor patio. Some in favor of approving chickens may argue that these setbacks will result in some chicken permit requests being denied. However, the purpose of the ordinance should be to provide standards that do not cause a degradation of the neighborhood and or result in a loss of property values. Residents should have the right to the quiet enjoyment of their home and a nuisance free environment when homes are so close in proximity. This is especially important for the Council to understand when approving new rules and ordinances that were not in place when a home owner acquired their property. Changing the standards and rules for a neighborhood after the fact does not seem very reasonable for something this nonessential. So, if you decide to move forward please make sure the setbacks currently included in the draft ordinance remain intact or, if changed are increased. I also think a pond setback should be a minimum of 25 feet. My understanding is Chanhassen does not permit chickens on a lot less than 1 acre. Without this kind of limit, setbacks are essential.

4. There was good discussion around homeowner association (HOA's) and lot/building covenants. When I purchased my lot and built my home in Symphony Hills in 2010, the seller Wellington Properties, had to disclose the covenants that applied to the property. At that

time I had the right to accept or not close on the property. We purchased our property understanding that these restrictive covenants would run with the property and we would be held accountable to maintain going forward. I understand the City Council's concern in wanting to stay out of the middle of neighbor to neighbor conflicts. This concern can be eliminated or at least minimized by adding a statement to the permit application that has the applicant acknowledge the following: a.) *I have read and understand the ordinance. Yes/No.* b.) I have *checked to make sure my current property is not governed by a HOA and or Land/Building Covenant that restricts this use. Yes/No.*

In addition I suggest adding the following to the ordinance:

Recommend a new Section 5A, 9.32.045 Private Restrictions and Covenants: **A.** *Notwithstanding the issuance of a license by the City, private restrictions or covenants on the use of licensed premises shall remain enforceable. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, neighborhood association bylaws, and covenant declarations.*

B. *A chicken license issued to a person whose licensed premises is subject to private restrictions and/or covenants that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restrictions is the sole responsibility of the private parties involved.*

The addition of the questions on the permit application, as well as the proposed added section to the ordinance, will make clear it is the property owners responsibility and not that of the City of Chaska to understand the home owner's private covenants. I personally feel these additions are essential and will be beneficial in keeping the City out of any conflict between neighbors governed by a restrictive covenant. Also, for council members living at a property in Chaska, with a covenant restricting Chickens, they should be careful not to impose this ordinance on others who are not protected by an existing HOA or Covenant. I suggest these members consider abstaining from a vote.

5. There was not much discussion about the appearance of the structure. I would suggest that you add that materials match or are complementary to the existing residence exterior finishes. I would not like living next to a bright pink or yellow coop or one that has shoddy material.
6. I agree with the concern over the potential for attracting predators such as coyote's into residential backyards where small children and pets exist.
7. Finally, there was discussion related to the amount of feedback received to date. I feel it takes time for residents to become aware of what is happening at the City Council level. Especially today with all the distractions in 2020. I have been trying to follow this topic since the first article was published in the Chaska Herald. However, not all residents even read the Herald or follow the agenda from meeting to meeting. Therefore, the City needs to make every effort to allow the residents to know what is going on when changing an ordinance. I think it was wise to not yet take action and to place on the future agenda for January 25, 2021. Between now and then please make an effort to inform residents of this draft ordinance. Even though I have

been following, I did not read the Herald that arrived in my mailbox on Thursday December 17th, until Friday the 18th, and I almost missed the opportunity to submit my written comment by your deadline.

Thank you for listening and considering my comments and suggested changes.

John Prondzinski -

1160 Symphony Lane, Chaska

From: Nate Kabat
To: Vicki Schmid
Subject: RE:
Date: Monday, January 4, 2021 9:03:48 AM

Hi Vicki:

I think it would be good to start a new on, so that Council can track the timeline of comments.

Thanks!
Nate

From: Vicki Schmid <vschmid@chaskamn.com>
Sent: Monday, January 4, 2021 9:01 AM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: RE:

Good Morning Nate,

Regarding below, would you prefer me to add to the previous responses or start a new word document for moving forward after the work session?

Thank you.

From: Nate Kabat <nkabat@chaskamn.com>
Sent: Monday, January 4, 2021 8:55 AM
To: Mark Windschitl <MWindschitl@chaskamn.com>; Taylor Hubbard <thubbard@chaskamn.com>; McKayla Hatfield <mhatfield@chaskamn.com>; Jon Grau <jgrau@chaskamn.com>; Mike Huang <MHuang@chaskamn.com>
Cc: Matt Podhradsky <MPodhradsky@chaskamn.com>; Vicki Schmid <vschmid@chaskamn.com>
Subject: Fwd:

FYI

Nate Kabat
Assistant City Administrator
City of Chaska

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Micah Haber

Sent: Sunday, January 3, 2021 4:21:45 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject:

Dear Mr. Kabat:

As the 31-Dec-2020 edition of the Chaska Herald state that the "Proposed Chicken Ordinance" has been reopened for comments, I would like to add the following:

Mayor Windschitl's comment to support his apparent opposal to the ordinance that "[t]he last thing we need to do is pit neighbors against neighbors" must be rejected for the following two reasons:

1) It is their property; and

2) It must be considered that dogs are known to bark from time to time, easily heard, and occasionally their feces is stumbled upon on public grounds. The chickens will be confined to private property, and are a modicum of soft clucks sufficient ground for rejection?

Generally, opposition to the ordinance is an extremist form of NIMBYism, having gone from "not in my backyard" to literally "and not in yours either."

Sincerely,
Micah B. Haber

P.S. Obviously HOA rules to take precedence.

From: Angie
To: Nate Kabat
Subject: Backyard Chickens
Date: Monday, December 7, 2020 7:56:37 PM

Nate,

I read the draft chicken ordnance on the city's website and please note that I support this ordnance. One question I have is the $100 permit fee a one time fee or a yearly fee.

Thank you,
Angie Bolstad

Sent from my iPhone

December 12, 2020

Nate Kabat, Assistant City Administrator
1 City Hall Plaza
Chaska, MN 55318

Dear Mr. Kabat,

I would like to compliment the efforts of the City of Chaska in moving forward with the proposed chicken ordinance. Allowing residents to own a few hens provides several benefits. They can make wonderful pets, eat bugs and other small pests, aid in reducing food waste as they love table scraps, they provide a source of food -both eggs and meat, are a source of education to children on where their food comes from and fosters agriculture skills as well as responsibility for pets. Chickens are fun to watch and easy to handle. A small backyard flock of no more than 5 chickens is a great size for most people to manage.[i]

Having a supply of fresh eggs is supportive of good nutrition and health as they are a supply of essential nutrients like choline, B vitamins, and a source of complete protein. Home grown chickens help to provide a food supply not subject to supermarket availability and are akin to home gardening.

In order to help make it feasible for families to own chickens, I seek clarification and modification of section 9.32.030 part C which states:

> "Each coop, run, and exercise yard shall be set back a minimum of fifty (50) feet from any residential structure on an adjacent lot and minimum of ten (10) feet from any lot line. **Each coop, run or exercise yard must be screened from view with a fence with a minimum height of five (5) feet**. No part of a coop, run or exercise yard shall be located with fifteen (15) feet of any lake, pond, river, creek, stream or wetland."

This requirement of having the chicken coop, run or exercise yard screened from view by a minimum of 5 feet heigh fence could be very cost prohibitive for families, and a new fence for their yard that meets this requirement could cost a few thousand dollars to be installed. The reason for such a fence requirement is not clear. There are no such requirements to have a fence if someone owns a dog or cat as a pet in Chaska. [ii] Fencing of some form is best for the care and containment of chickens, however, why the requirement of height or that it screens view of the coop, run or exercise yard? The requirement seems above and beyond what is needed for good management of the chickens.

Could this requirement be removed or that this be replaced with the simple understanding that the chicken coop and run be well maintained and cared for? Perhaps instead, provide public guiding principles that people with pet chickens should be good neighbors, and talk with those nearby to be sure they have reasonable understanding. Efforts like use of hedges/ evergreen trees could also afford neighbors the privacy they seek in a more reasonable amount of effort and cost as neighbors agree.

Furthermore, it is also not clear for the reason the annual permit to keep chickens to be $100 (section 9.32.040 Permit And Fees). This seems to be somewhat excessive for a few birds. This sort of permit is not required of pet dogs or cats, which some owners let run in fenced back yards. So why are chickens needing such high application costs? The cost may be reasonable if the permit is good for a period of 5 years perhaps, but 100 dollars annual fee diminishes the value of having a few home-grown eggs and chickens. This appears to not be equal treatment to other pets owned in Chaska; dog registration is only $30 for 2 years[iii]. Only licensed dog kennels- which are functioning businesses- are required to hold a 100 dollars annual license. Small flocks of <5 hens are not of commercial scale. Hence, I would request the city reduce the permit for chickens to a more reasonable amount, perhaps equivalent to a dog license fee ($30/2 years or $18/annually).

I have experience in both rural and urban settings of owning pet chickens and can see the great benefits to our children and community by allowing chicken ownership that is not restricted to farms. There is much to gain with this advancement for our citizens in both nutrition and agriculture education. Please make this possible by reducing barriers, and regulating only those which facilitate good neighborly practices and reasonable governance.

Thank you,

Patricia Williamson

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[i] https://blog.omlet.us/2020/10/20/why-chickens-make-great-pets-for-families-with-children/?fbclid=IwAR2_im8n_dgqDGAyvPu9GSYv7S7KeZcFpOf2RXiCrRPWUkZCQGNdOua6JJM

[ii] https://www.chaskamn.com/DocumentCenter/View/3311/Chaska-Code-Enforcement-Brochure-PDF?bidId=

[iii] https://www.chaskamn.com/DocumentCenter/View/447/Animal-Ordinance?bidId=

From: Judy Dunbar
To: Nate Kabat
Subject: Chicken
Date: Monday, December 7, 2020 5:36:16 PM

I hope the council will veto the ordinance allowing chickens. Having already lived near chickens, I find they are noisy and smelly and don't belong in town. There is much farmland around here and if anyone wants fresh eggs, they don't to go far. Please pass this on to councilors and mayor.

Judy Dunbar - Sent from my iPhone

From: Jo Anne Gramith
To: Nate Kabat
Subject: chicken ordinance
Date: Monday, December 7, 2020 8:01:55 PM

I am in favor of the chicken ordinance. I think the rules, housing requirements and permit fees are reasonable. I strongly support passing this ordinance.
If possible, I would offer an amendment to allow taking chickens for walks on a leash.
Thank you for giving us the opportunity to have pet chickens.

JoAnne Gramith

Sent from Mail for Windows 10

From: Matthew Mercer
To: Nate Kabat
Subject: Chickens
Date: Monday, December 7, 2020 7:02:58 PM

Dear Nate,

Please DO NOT ALLOW chickens in our beautiful neighborhoods. The rules proposed are way too loose and open to interpretation.

Who is going to take care of complaints when the rules are broken? The police? I hope they have more important things to do.

The rules don't call for complete visual blocking of the coups and run yards. Can you image a neighbor that doesn't follow the rules daily and it is dirty, messy, and smells. Who is going to seriously clean their yard of food daily? Plus, this could be the start of true rodent problems. And once there are rodent problems from a neighbor's chicken, who pays for the extermination services.

10 feet from another person's property line is not far enough. Only people with a minimum of 1 acre in property should be allowed and the coup should be as close as possible to their house, not the property line where neighbors have to deal with the eye soar.

Who decides what a craftman build looks like? This is just too open for interpretation.

Not to mention the problem of smell. How are the chicken owners going to control smells in the air so they don't waft over property lines? There is no way to control that or prove it's offenses either. The wind blows where it wants to, no one can control that.

Please, please, please do not let this Ordinance get approved, for the sake of everyone's property values and sanity.

Thank you for your consideration.

Matt

From: Farrar, Anne M. (Content Operations)
To: Nate Kabat
Subject: Chickens in Chaska!
Date: Tuesday, December 8, 2020 7:25:01 AM

Hello:
I am in support of chickens in Chaska but this ordinance is overly restrictive.

9.32.030 C:
"Each coop, run, and exercise yard shall be set back a minimum of fifty (50) feet from any residential structure." The farther away from a house, the more at risk the chickens are to predation. It should be the homeowner's decision how close to their house they would like their chickens. Why would the city want to micromanage private property like this? And lots are pretty small in some parts of Chaska—why not use the Minneapolis standard of "at least 20 feet from *neighboring* residential use." The real concern should be encumbering the neighbors' property, not deciding exactly how a private property owner may use her own private land.

"Each coop, run or exercise yard must be screened from view with a fence with a minimum height of five (5) feet." People actually like to see chickens. As long as the chickens are not bothering the neighbors, why not share the joy of chickens with other people? I walk around Chaska every day and I know I am not alone in feeling that my walks would be improved by seeing cute, fluffy chickens pecking around.

9.32.030 D: "A coop shall be elevated in a minimum of twelve (12) inches and maximum of twenty four (24) inches to ensure circulation beneath the coop." I am not even sure what this means. Most coops you can purchase are designed to sit on the ground. These commercial coops are perfectly safe for two to five chickens without modification. Chicken owners are responsible for the safety of their outdoor pets. Chaska doesn't need to become the Chicken Police State.

9.32.030 E: "Each run must have a protective overhead netting to keep the chickens separated from other animals." Overhead netting is a nice to have but not a need to have for safe chicken rearing. If the chickens are closer to the house, this provides a great deal of protection from potential predators.

I agree with the other specifications in this proposed ordinance.

Anne Farrar, Esq.
Database Specialist
Dockets - Publishing / Editorial

This e-mail is for the sole use of the intended recipient and contains information that may be

From: Nate Kabat
To: Vicki Schmid
Subject: Fwd: Chickens.....
Date: Friday, December 18, 2020 12:09:51 PM

Another to add

Nate Kabat
Assistant City Administrator
City of Chaska

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Matt Podhradsky <MPodhradsky@chaskamn.com>
Sent: Friday, December 18, 2020 12:06:23 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: FW: Chickens.....

FYI

From: Ted Larson
Sent: Thursday, December 17, 2020 9:50 PM
To: Mark Windschitl <MWindschitl@chaskamn.com>; Matt Podhradsky <MPodhradsky@chaskamn.com>; McKayla Hatfield <mhatfield@chaskamn.com>
Subject: Chickens.....

https://www.swnewsmedia.com/chaska_herald/council-takes-chickens-off-the-table/article_653096ff-7ef8-50da-8ad1-2ba85bf2a0c0.html

THANK YOU !!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!! Just read about this in today's paper, and then also found the cancellation in the link above.
I have spent much time on farm with chickens.
The concerns are real and valid.

They ARE noisy, yes, even the hens.

People don't obey many other ordinances (animals, snow shoveling, on-site storage, blocking sidewalks, quiet hours, etc.), gives me no confidence to that they would obey chicken ordinances.

Would they freeze? Wild birds don't..... Farm chickens don't, but perhaps there is a critical number of birds that need to be together in a coop to prevent freezing.... Is that minimum number greater than cited in the proposed ordinance?

NOT fair to existing residents to change what is allowed in their area. IF this is to be considered, ONLY in areas of NEW development so that residents have it that way from the start, vs rules changing after they move in.

I DON'T have a problem with butchering.

Thank you,
--
Ted Larson

https://www.businessinsider.com/mikko-hypponen-scariest-webcam-hacking-green-light-mac-camera-hackers-hack-security-2017-3?op=1

From: Lynn Orkin
To: Nate Kabat
Subject: chickens
Date: Tuesday, December 8, 2020 2:18:01 PM

I would like to weigh in

Unless there are strict rules *and enforcement*, this will get out of hand quickly.

I hope that **all** chickens will be banned from the Chaska 'downtown area'.
If allowed in all of Chaska, there needs to be restrictions and plenty of them.

1. Fence around entire property.
2. Restrict quantity to less than 8 birds.
3. No roosters
4. No selling eggs or chickens from your home

I used to live in a small town and a neighbor had "free range" chickens. They destroyed most of the neighbors flower beds, confronted people all the time and were a total nuisance. The town finally made him stop raising them in his back yard due to complaints.

Regards,
Lynn Orkin

614 E. 6th St.

Chaska MN 55318

ENTEGRIS PROPRIETARY AND CONFIDENTIAL – INTERNAL

From: Nate Kabat
To: Vicki Schmid
Subject: FW: Backyard Chicken Ordinance Change
Date: Thursday, December 17, 2020 10:46:27 AM

From: John Prondzinski
Sent: Tuesday, October 27, 2020 11:31:52 AM
To: Matt Podhradsky <MPodhradsky@chaskamn.com>; Kevin Ringwald <KRingwald@chaskamn.com>; mwindshitl@chaskamn.com <mwindshitl@chaskamn.com>; Jon Grau <jgrau@chaskamn.com>; McKayla Hatfield <mhatfield@chaskamn.com>; Taylor Hubbard <thubbard@chaskamn.com>; Mike Huang <MHuang@chaskamn.com>
Subject: Backyard Chicken Ordinance Change

I would like to personally thank each of you for listening to my perspective and putting up with my many emails as you consider whether to change the City ordinance to allow Backyard Chickens. I appreciate your open and honest correspondence and I realize how difficult your job on the Council can be for each of you. I have recently reached out to Waconia to understand their experience on this issue. Waconia was also approached by a similar effort not too long ago. A group of younger parents with children formed a petition to change the local ordinance. Although they were not a majority in the community the Council found it difficult to turn the request down. It was hard to say No when the parents with their children's sad faces showed up at the Council Chambers. I was able to obtain the City of Waconia Ordinance 696 - Chickens(attached). If the City of Chaska does decide to support Backyard Chickens I highly recommend the City adopt many of the provisions from the Waconia Ordinance.

Following are my comments related to certain sections of the Waconia Ordinance I feel would be fair to all concerned:

Section 571.03 Licenses
Subd. 1 - Limits the permit to no more than (6) Hens and prohibits Roosters. Prohibiting Roosters eliminates several of my concerns related to noise, breeding etc.
Subd. 2 - License is limited to a one year time frame. This allows the City the opportunity to more easily deny if there have been any compliance issues.
Subd. 4, A-D - This requires the city inspect the property for compliance prior to approval of permit request. This way the standards are assured to be met right out of the gate.
Section 571.04 Operations
Subd. 1, A-E - This section addresses issues related to no breeding, keeping chickens locked in the coop and the safe sanitary storage of food.
Subd. 2, A-E, Coop and Run Requirements - This section addresses coop design standards, location and setback requirements. I understand it may be difficult to limit a permit to a certain lot size as I earlier suggested and that it may be perceived as discriminatory. Therefore, this section is essential in defining setbacks. These setbacks protect the neighbors and the interests of the City in protecting easements and environmental conditions. If these setbacks are not able to be met on a certain Lot I feel the permit should be denied without any variance.
Subd 3, A-B Waste - This section addresses sanitation and odors which is important for neighbors.

Section 571.08 Other Requirements
Subd 1, A-B, Private Restrictions - In my opinion this may be the section that is most important. It clarifies that all existing land owner Restrictive Covenants remain enforceable and would take precedence over the ordinance.

In closing, I do still oppose the change allowing Backyard Chickens. I feel it is a trend that is not in the best interest of all concerned. That said, if the Council moves forward with a change, I would strongly encourage you to adopt many if not all of the provisions of the Waconia Ordinance 696.

Once again, Thank you.
John the Chicken Man

From: Nate Kabat
To: Jon Grau; Mark Windschitl; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc: Vicki Schmid
Subject: FW: Chicken Ordinance
Date: Friday, December 18, 2020 1:43:43 PM

Mayor and Council:

Please see the following comment submitted regarding the Chicken Ordinance which can be added to those I sent previously.

Thanks,
Nate

From: John Stuewe
Sent: Friday, December 18, 2020 11:08:52 AM
To: McKayla Hatfield <mhatfield@chaskamn.com>
Cc: Mark Windschitl <MWindschitl@chaskamn.com>
Subject: Chicken Ordinance

Ms McKayla Hatfield,

This communication is in response to this chicken thing the city is entertaining.

As a member of Ward 3 I am compelled to point out the deep concern with this being considered. Sure the idea is cute, but let's just leave it at a charming idea and turn the page. Points I would ask the council to consider:

- Cities have a difficult enough time trying to maintain the image of their towns. Pride in keeping up an owners lot can quickly deteriorate when other community members make meager attempts to do the same, when fully capable. Then the attitude of "why bother" creeps in. Having chickens is not taking this concern in positive direction.
- Cities incorporate curbing of deterioration of their towns by utilizing things like covenants, codes and such. There is a reason for this.
- The airline industry has seen the abuse of a good intentioned "service animal" policy, become a laughing stock. Why, because of the attempt of a few people to include pigs, horses, (yes) chickens and other species. But the airlines have seen the error or their ways, they discovered that in a world where their goal is to make money,

they had to make a full plane of people happy, but they discovered that allowing this was only making the person with the animal happy. The industry is now trending back to dogs only. This should be an indicator for our council I would think.

- I have yet to hear from any home owner, in any town, that wanted to have chickens living next door.

Please give this proper consideration for all the publics good

Respectfully

John Stuewe
Ridge Bluff Dr

From: Nate Kabat
To: Vicki Schmid
Subject: FW: Chicken Ordinance
Date: Thursday, December 17, 2020 1:49:52 PM

HI Vicki:

Another email to add to your summary.

Thanks,
Nate

-----Original Message-----
From: Katie Anderson <
Sent: Thursday, December 17, 2020 1:40 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Chicken Ordinance

Nate,

I am glad to see that Chaska is revisiting the idea of allowing chickens. Our family would one day like to be able to have chickens to help our children learn responsibility and care for animals, along with learning (in a small way) where their food comes from. We utilize our garden to achieve this as well. It seems the proposal of 5 hens is a great and reasonable number. I also agree that there should be a permit. However, I do believe that $100 for an annual permit is quite excessive. I have read that other neighboring cities range in their cost and length of their permits and it seems $100 annually would be the highest of these neighboring cities. I would like to see a permit of $30 for every two years which I believe is what the current permit is for having dogs in Chaska or even a one-time fee of $75 or $100. A one-time permit would also reduce the administrative maintenance for the city of Chaska as well.

Also, we have considered repurposing our shed to home the chickens and our shed (a pretty typical size you'd get from the local Home Depot) is taller than 6ft. Maybe 8ft would be more reasonable since we are allowed to have sheds in our yards that exceed 6ft.

We have a decent size yard, but I know others might not be able to house their runs 50ft from a neighbors home. Maybe this can be reduced to 25ft since you already have a requirement of 10ft from the lot lines?

I appreciate your willingness to listen to residents' feedback and your effort to make this happen for Chaska residents.

Thanks,

Katie Anderson

Sent from my iPhone

From:	Nate Kabat
To:	Jon Grau; Mark Windschitl; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc:	Matt Podhradsky; Vicki Schmid
Subject:	FW: Chicken Ordinance
Date:	Monday, December 21, 2020 9:10:48 AM

FYI

From: Katy Sudlow
Sent: Friday, December 18, 2020 7:52 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Chicken Ordinance

Hello Nate,

I apologize this is "late" although I just read the newspaper from yesterday, so I wouldn't have known of this otherwise. I am writing as a citizen of Carver that owns chickens.

The rules of your ordinance are a bit overdone, which is to be expected of those who do not have chickens. I appreciate you allowing your residents to have chickens- they are lovely creatures and a fun addition to homes, and very much less work than almost all other "normal" pets residents are already allowed to have without basically any restrictions.

Here is where they are overdone: a fee of $100 a year is just asking for someone to do all the work of getting chickens and then decide to forgo the cost in the future and abandon their chickens. That is far too much of a yearly fee. Anyone that has chickens knows you don't have chickens because they give you so many eggs- you pay a lot for good feed and a small fortune to invest in a great coop, and then the chickens don't lay eggs when they molt, when it's too dark most of the day, when they are broody, when new chickens are introduced, when they get older, and pretty much whenever they want to stop. Small backyard flocks are not maintained for "saving costs". To add such an extravagant fee is hubris. I see you have a small fee for having a dog in your town, of $18 or $30 for two years! Why the over 3x upswing in cost for owners?? The newspaper implied this was a normal fee. It is not even comparable to any of the surrounding cities.

The opaque fence is silly. Do dog owners have to have a clear fence for their animals to be in the backyard? Why even have a rule like that?

The removal of chicken droppings daily in the middle of the winter is laughable- do dog owners go pick up their dog's droppings (which are extremely toxic and actually cannot be composted at all safely) every single day, or do they wait until the spring "thaw"? We all know they wait for the thaw. Dog droppings are much much much more smelly but this is allowed. Chicken droppings are actually used as natural fertilizers in gardens and compost very well in compost piles. I have a "chicken tractor" which means we move our coop around in the summer but before when we had a stationary coop, cleaning out a coop was not needed more than a few times a year. It does not smell and it does not draw attention. In the winter you have copious amounts of "bedding" in there so it is not only warm but helps with the droppings. A coop of five hens is not smelly at all.

I do not have issues with dogs; I only state these comparisons because the general public loves dogs and have no issue with people having dogs. It seems crazy that you have to have this 1) okayed by the government to have a couple birds, and 2) have a multiple page document listing the rules to keep your birds, again when there are about three rules for having dogs in the same city. I hope this passes easily in your council as it shouldn't have even been an issue in the first place.

Thanks for your time,
Katy Sudlow

--

Katy Sudlow, ACSM-EP, M-HYI
Certified Exercise Physiologist
Master Yoga Instructor

From:	Nate Kabat
To:	Jon Grau; Mark Windschitl; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc:	Matt Podhradsky; Vicki Schmid
Subject:	FW: Chicken Ordinance
Date:	Monday, December 21, 2020 9:10:02 AM

FYI

From: Michelle Robbin
Sent: Friday, December 18, 2020 4:30 PM
To: Nate Kabat <nkabat@chaskamn.com>; Mike Huang <MHuang@chaskamn.com>; Phil Robbin <probbin@hotmail.com>
Subject: Chicken Ordinance

Good afternoon,

I am writing to you today to let you know my opposition to allowing chickens in the City of Chaska.

Some points I'd like to make:

Poultry are natural disease spreaders because they have salmonella in their droppings. There have been outbreaks of salmonella in the country from backyard chicken operations. How do we know that the people who may be sharing their eggs or letting kids play with the chickens are cleaning the coops well and often or are giving their chickens antibiotics? Where does the waste go? Do the garbage companies have special requirements for it?

Chickens aren't household pets, they are farmyard/hobby farm animals where they should have much more room to roam and live. My grandparents had a chicken coop on the farm and it was much further away from the house than 50 feet. Why are we pushing something into small yards that effects neighboring yards? Chicken might be "fun" but they are also a big commitment if cared for correctly and the coop cleaned often enough to not cause an odor (which it can!).

Chickens will bring predatory and nuisance animals such as fox, coyote or racoons (possibly rabid) closer to our neighborhoods looking for food. Many residents have household pets (dogs and cats) and they don't want to attract fox and coyote near their yards.

I don't think we need to be adding more tedious work for our building and planning departments for the planning and building of chicken coops and I think our CSR's are busy enough without having to respond to neighbors upset about chickens roaming, noise, smell, etc. There is no way to enforce how the chicken are being cared for, how well the coop is being cleaned.

This is 2020. Eggs are one of the cheapest foods you can purchase at the grocery store today and there was not a shortage of them due to the pandemic.

Noone wants their property values to go down and I am confident that if one of my neighbor's put up a coop my property value would drop. Think of others in our city that suffer from neighbors that don't pick up after their dogs, start exterior projects and don't finish them, leave their garbage containers out, or leave junk cars on their property. You simply can't know how someone will take care of the coop. How many people want this?? I would guess if put up for a vote the no's would outnumber the yes's.

Finally, my husband and I bought our home in Cortina Woods because it was a community that was well-cared for and the homeowners had pride in their properties. This is due to the original covenant that was created by the developer and is still in effect for our neighborhood. This includes that only household animals are to be kept on the properties and that no noxious or offensive activities should be conducted on the properties that may become and annoyance or nuisance to others.

I urge you to reject the chicken ordinance proposal for the majority of homeowners in our community and our home values.

Respectfully,

Michelle Robbin
2240 Manuela Dr

From: Nate Kabat
To: Vicki Schmid
Subject: FW: Chicken ordinance comment
Date: Thursday, December 17, 2020 6:23:01 PM

From: Adrian Boac
Sent: Thursday, December 17, 2020 6:21 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Chicken ordinance comment

Hi,

We are very happy the City of Chaska is discussing allowing to keep chickens, and the proposal looks reasonable generally. There are two things I would like to comment about:

- The permit fee of $100 is a little too excessive. If it would be a one time thing it would be ok, but every year is a little too much. Having chicken is already a serious investment in money (chicken coop cost and food) and also time. Having to pay that much every year seems like a deterrent for people to start this hobby.
- One other thing that is less an issue for us but still a little unexpected is having an opaque fence if the chickens are running free. We have already a 4 feet chain link fence around our backyard (we have a garden) and I don't see why it would be an issue for people to see chickens there. Maybe should be ok to not be an opaque fence if somebody is around while the chickens are outside of the coop (for a limited period of time).

Thanks much for taking in account our feedback and I hope the ordinance will be approved.

Have a great day!
Adrian Boac

---

978 Bavaria Hills Ter, Chaska

From:	Nate Kabat
To:	Jon Grau; Mark Windschitl; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc:	Vicki Schmid; Matt Podhradsky
Subject:	FW: Chickens allowed in City Limits
Date:	Friday, December 18, 2020 2:30:41 PM

Passing along for your files.

Nate K.

From: Bill and Shari Tritch
Sent: Friday, December 18, 2020 2:27 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Chickens allowed in City Limits

I'm writing with my direct concern about the pending vote to allow chickens and coops in residential areas. I live in Corina Woods 2 and our covenant's would prevent such an addition, however, we have had issues enforcing these "rules" with the newer residents. We were the first one to build a house here 23 years ago and we have watched residents come and go but mostly with individuals that don't seem to care about the neighborhood in which we live and don't follow covenant's. We have dogs and cats running around without supervision quite frequently and if this ordinance is passed I would worry that the chickens would roam free as well with little or no regard to how they are to be housed and controlled. I can see if our lots were an acre plus, but not with our little lots.

Thank you for your consideration.

From: Nate Kabat
To: Vicki Schmid
Subject: FW: Comments on the draft chicken ordinance
Date: Thursday, December 17, 2020 2:03:16 PM

Another one to add

From: L Salvato
Sent: Thursday, December 17, 2020 1:58 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Comments on the draft chicken ordinance

Hello Nate,

I am glad to see a draft ordinance chicken ordinance being proposed and that Chaska residents voices are being heard. However, I have a few issues with the current draft.

My comments on the draft ordinance are as follows:

1) **The $100 per year permit fee is exiborant.** The point of allowing chickens is to give homeowners a reliable and sustainable food source. Right off the bat, the fee structure is prohibitive for lower income households

Furthermore the surround cities/suburbs charge the following fee structure:

- Eden Prairie - one time fee of $75
- Blaine - $45 one time fee
- Minneapolis - $30-80 per year, depending on the number of chickens
- St. Paul - $25 annual fee

Yes, the City should charge a fee, but once the structure is built, the chicken coop is not going to change year to year. If you want to evaluate that the chicken flock is the correct number, fine, then do it. You're adding more administrative barriers to the City, which is not to the benefit of taxpayers either.

Comparably permits for dogs cost $30 dollars for two years. Something is quite wrong with that when you consider that dogs are louder and more disruptive. Cats and dogs create more emissions with the food they eat, their poop ends up in landfills, and are generally noisier than chickens. Chickens are helpful to control flies, pests, weeds, and food scraps. Feeding food scraps to chickens will reduce the average family's waste production, reduce methane emissions, and thereby reduce pressure on landfills. Furthermore, chicken poop produces high quality fertilizer that further closes the loop of waste generation.

I strongly encourage you to create a permit fee structure that is more inclusive and equitable than your current draft proposal.
Not everyone is going to keep chickens, just because an ordinance is passed. Keep that in mind

instead of your draft fee structure to disincentivize building a coop or following the City's rules.

2) **The setbacks of 50 feet are excessive**. Most cities/suburbs require 25-30 feet for a setback. What does the city require for dog kennels? I'm going to guess it's less. Again, please refer to my previous comments on the comparison between noise and waste between dogs and chickens.

I'm grateful this proposal is being considered, but it's disappointing and concerning that the City has a long standing bias on keeping chickens. Some of these rules are too prohibitive. The City has been a part of the research process of looking into nearby suburbs rules and permit fee structures for keeping chickens, so you're aware that you're charging way more and increasing the setback distance. What for? The other cities have had success with allowing chickens, again as told by that research. Times are different and if anything this pandemic has taught us that food supplies are incredibly vulnerable to shock. I encourage whomever has those long standing biases, to look past them.

I am happy to have further discussion on this. I hope you listen to my feedback, and consider these changes.

Lauren Salvato
315 N. Cedar St.
Chaska, MN 55318

From: Nate Kabat
To: Vicki Schmid
Subject: FW: Opposition to an Ordinance Change Permitting Backyard Chickens Follow-up 10/21/20
Date: Thursday, December 17, 2020 10:45:19 AM

From: Kevin Ringwald <KRingwald@chaskamn.com>
Sent: Wednesday, October 21, 2020 12:06 PM
To: Nate Kabat <nkabat@chaskamn.com>
Cc: Matt Podhradsky <MPodhradsky@chaskamn.com>
Subject: FW: Opposition to an Ordinance Change Permitting Backyard Chickens Follow-up 10/21/20

From: John Prondzinski
Sent: Wednesday, October 21, 2020 12:02 PM
To: Matt Podhradsky <MPodhradsky@chaskamn.com>; Kevin Ringwald <KRingwald@chaskamn.com>; mwindshitl@chaskamn.com; Jon Grau <jgrau@chaskamn.com>; Taylor Hubbard <thubbard@chaskamn.com>; McKayla Hatfield <mhatfield@chaskamn.com>; Mike Huang <MHuang@chaskamn.com>
Subject: Opposition to an Ordinance Change Permitting Backyard Chickens Follow-up 10/21/20

It has come to my attention that the Chaska City Council in November 2020, may be considering a change to the ordinance by permitting residential backyard chickens. Back on July 24, 2020 I sent an email expressing my opposition to a change in the ordinance that would allow backyard chickens in residential Chaska. The points made in my July 24, 2020 email are still valid. (July 24, 2020 email below).
By changing the ordinance the cities leaders will be responding to a request made by a small minority of Chaska residents over the majority. Even if it only impacts one homeowner it is creating a regulatory issue for the City going forward and will likely pit one neighbor against another. Leaving the ordinance as it is, will not harm any residential homeowner. I know the City Council wants to be progressive and respond to requests with an open mind however, in this case I just do not see it satisfying the greater good and or improving the community. Thank you.

July 24, 2020
To: Matt Podhradsky, Chaska City Administrator; Kevin Ringwald Chaska Planning Director; Mark Windschilt Chaska Mayor; and Chaska City City Council Members-
From: John Prondzinski - 1160 Symphony Hills Chaska, MN.
RE: Opposition to Backyard Chickens
Revised 7/24
I just read in the Chaska Herald 7-23-20, that the City of Chaska is considering giving residential homes the right to raise chickens. As you know this would require a change to the current ordinance which I would oppose. The headline in the Herald " Chaska to Welcome Backyard Chickens?" seems to imply the City Council may have

already made up their mind. I certainly hope that is not the case. Please allow adequate time for others to learn of this matter and weigh in. Please note that in 2018 Chaska had a population of 26,765 and close to 10,000 households. I assume these numbers will be much greater in the 2020 Census. The online petition of 200 noted in the article, does not take into consideration the majority in Chaska. What is the process for making this decision? Will the process be transparent and not rushed. A change of this nature, matters to residents. Please add me to the City listserve to receive the Agenda and Minutes for all upcoming City Planning and Council Meetings. Following are some early concerns:

- Pet owners today do not do a great job following the current animal ordinance. It is not unusual to see pets off leash. Many owners do not regularly pick up animal waste which is often left on trails, sidewalks and neighboring yards.. It is also very disturbing to continually hear barking dogs from as far as five houses away. It was noted chicken noise is comparable to a medium size barking dog.

- Many homes are very close to each other, only separated by 15-20 feet. This raises a noise and odor concern. People should be able to open their windows and not smell chicken poop.

- An out building chicken coop will be unsightly and not aesthetically pleasing for the neighborhood. I would expect very strict guidelines for construction material size, proximity and finishes should there be a change to the current ordinance.

- It was noted that a change in the ordinance may not create an influx of chicken owners. Well what about the person living next to the ones that decide to raise chickens?

- If the ordinance is changed any person requesting permission to raise chickens must get a permit and pay a fee. The permit must require the person to obtain written permission from adjacent neighbors on all sides of their property. This permit if granted should not run with the land and should not be transferable if property owners change. This way the rights of those who oppose chickens next door will not be violated.

- If I wanted to live next to a chicken coop, I would have moved next to a hobby farm. I built a home in Chaska because of the pride taken in its community.

From: Nate Kabat
To: Vicki Schmid
Subject: FW: Opposition to changing ordinance to permit chickens
Date: Thursday, December 17, 2020 10:44:48 AM

Here is one…

From: John Prondzinski
Sent: Friday, July 24, 2020 2:24 PM
To: Matt Podhradsky <MPodhradsky@chaskamn.com>; Kevin Ringwald <KRingwald@chaskamn.com>
Cc: Deb Prondzinski
Subject: Fwd: Opposition to changing ordinance to permit chickens

I have made some edits to the e-mail version I previously e-mailed you each Thursday 7/23. Please use this revised 7/24 version and forward to the Mayor and City Council. Thanks

Revised 7/24
I just read in the Chaska Herald 7-23-20, that the City of Chaska is considering giving residential homes the right to raise chickens. As you know this would require a change to the current ordinance which I would oppose. The headline in the Herald " Chaska to Welcome Backyard Chickens?" seems to imply the City Council may have already made up their mind. I certainly hope that is not the case. Please allow adequate time for others to learn of this matter and weigh in. Please note that in 2018 Chaska had a population of 26,765 and close to 10,000 households. I assume these numbers will be much greater in the 2020 Census. The online petition of 200 noted in the article, does not take into consideration the majority in Chaska. What is the process for making this decision? Will the process be transparent and not rushed. A change of this nature, matters to residents. Please add me to the City listserve to receive the Agenda and Minutes for all upcoming City Planning and Council Meetings. Following are some early concerns:

- Pet owner today, do not do a great job follwoing the current animal ordinance. It is not unusual to see pets off leash. Many owners do not regularly pick up animal waste which is often left on trails, sidewalks and neighboring yards.. It is also very disturbing to continually hear barking dogs from as far as five houses away. It was noted chicken noise is comparable to a medium size barking dog.
- Many homes are very close to each other, only separated by 15-20 feet. This raises a noise and odor concern. People should be able to open their windows and not smell chicken poop.
- An out building chicken coop will be unsightly and not aesthetically pleasing for the neighborhood. I would expect very strict guidelines for construction material size, proximity and finishes should there be a change to the current ordinance.
- It was noted that a change in the ordinance may not create an influx of chicken owners. Well what about the person living next to the ones that decide to raise chickens?
- If the ordinance is changed any person requesting permission to raise chickens must get a permit and pay a fee. The permit must require the person to obtain written permission from adjacent neighbors on all sides of their property. This permit if granted should not run with the land and should not be transferable if property owners change. This way the rights of those who oppose chickens next door will not be violated.

- If I wanted to live next to a chicken coop, I would have moved next to a hobby farm. I built a home in Chaska because of the pride taken in its community.

I know how much the City desires to hear from its constituents and what a difficult job you all have. Please allow for an inclusive process so all voices may be heard. Once again, let me know the timing of this and how I can have my voice heard. I am certainly willing to campus my neighborhood. Please copy the Mayor and City Council. Thank You.

Respectfully,

John Prondzinski
1160 Symphony Lane

From: Nate Kabat
To: Jon Grau; Mark Windschitl; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc: Matt Podhradsky; Vicki Schmid
Subject: FW: Proposed Backyard Chicken Ordinance Comments 12-18-20
Date: Monday, December 21, 2020 9:11:36 AM

FYI

From: John Prondzinski <jpronz@gmail.com>
Sent: Friday, December 18, 2020 3:56 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Re: Proposed Backyard Chicken Ordinance Comments 12-18-20

Thank you Nate for your call earlier today and I'm considering my comments. By the way I support the proposed fee of $100. This will assure the family is fully committed and fulfill all requirements.

On Fri, Dec 18, 2020 at 3:30 PM Nate Kabat <nkabat@chaskamn.com> wrote:

> Hello John:
>
> Thank you for your comments, they will be shared with Council as they consider the ordinance. For your awareness, a work session will be held on Dec. 21 at 5:50 pm on Zoom to discuss the ordinance with Council. Public may attend to observe the discussion. To be clear, Council will be discussing the topic, but will not be taking a vote that evening. The Zoom information will be made available on the City's website. https://www.chaskamn.com/
>
> Thank you,
>
> Nate Kabat, AICP
>
> Assistant City Administrator
>
> City of Chaska
>
> ---
>
> **From:** John Prondzinski
> **Sent:** Friday, December 18, 2020 2:57 PM
> **To:** Nate Kabat <nkabat@chaskamn.com>
> **Cc:** Matt Podhradsky <MPodhradsky@chaskamn.com>; mwindshitl@chaskamn.com; Jon Grau <jgrau@chaskamn.com>; Taylor Hubbard <thubbard@chaskamn.com>; Mike Huang <MHuang@chaskamn.com>; McKayla Hatfield <mhatfield@chaskamn.com>
> **Subject:** Proposed Backyard Chicken Ordinance Comments 12-18-20

I have reviewed the proposed City of Chaska Ordinance MC 2020 Draft - Adoption of a Chicken Ordinance.https://chaskamn.com/DocumentCenter/View/3903/Proposed-Chicken-Ordinance-PDF

After review of the Draft Ordinance, I have the following comments and or suggested adds/changes:

1. I still oppose the adoption of an ordinance permitting residential backyard chickens as supported by my previous emails to the City Council and staff.
2. If the Council determines to adopt an ordinance and after all input, feels it in beneficial to all concerned, I would offer the following be added to the proposed ordinance:

- **Section 9.32.020 Requirements for Keeping Chickens**
    - Add - that chickens shall not be kept for the purpose of breeding.

- **Section 9.32.030 Chicken Coops and Runs**
    - In addition to those setbacks you have defined please add a statement to further clarify that in all cases, the coop and run shall be located closer to the principal dwelling of the licensed premises than to any principal dwelling of any adjacent property.
    - Replace the last sentence under **Section 9.32.030 C**. with the following: the coop and run shall be set back at least twenty- five (25) feet from: i) any delineated wetland edge; or ii) the top of any bank of a pond, filtration basin, or infiltration basin. No coop or run shall be located in any easement or right-of-way area.
    - Add - All fencing and electrical work associated with the chicken coop and run shall comply with all building and zoning codes. It would also be helpful if there were standards for appearance,quality of construction and appearance.

- **Recommend a new Section 5A, 9.32.045 Private Restrictions and Covenants:**
- **A.** Notwithstanding the issuance of a license by the City, private restrictions or covenants on the use of licensed premises shall remain enforceable. Private restrictions include, but are not limited to, deed restrictions, condominium master deed restrictions, neighborhood association bylaws, and covenant declarations.
- **B.** A chicken license issued to a person whose licensed premises is subject to private restrictions and/or covenants that prohibit the keeping of chickens is void. The interpretation and enforcement of the private restrictions is the sole responsibility of the private parties involved.

I feel adding this last section on Restrictions and Covenants is very important. It makes clear the cities stated intention to defer to local homeowner associations and homeowners without an HOA but have an existing property covenant. Without this added section I am not able to support this ordinance.

Thank you. Respectfully,
John Prondzinski

From: Nate Kabat
To: Jon Grau; Mark Windschitl; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc: Vicki Schmid
Subject: FW: Proposed Chicken Ordinance
Date: Friday, December 18, 2020 1:44:32 PM
Attachments: image001.jpg
image004.png

Hello All:

Please add the below comment to the others you already have.

Thank you,
Nate Kabat

From: cherylkdavi
Sent: Friday, December 18, 2020 1:37 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Proposed Chicken Ordinance

Hello,

I am writing regarding the Proposed Chicken Ordinance.

I have lived in Cortina Woods for 23 years.

I have seen that many of my neighbors have careless disregard for the rules regarding their dogs and cats. Any given day, you can drive around my neighborhood and see free roaming cats and dogs.

I can't believe that people who have chickens will be any different. And, the chicken waste has an awful smell.

I could see if you had a one acre lot or something like that, but for the homes that are right next to each other, with back yards that connect, I can't see that having chickens would not be an eyesore to the neighborhood.

Our neighborhood covenants say the following, however most do not abide by these either:

If the residents of the neighborhood off of 82nd Avenue could vote and keep us from having a yard waste disposal site closer than Watertown because they didn't want it in their back yard, I should be able to say I don't want chickens in my back yard.

PS- you should see all of the illegal dumping of yard waste in and around my neighborhood because people are too lazy to drive to Watertown. What a disaster.

Cheryl Davis

Cheryl Davis- President

From: Nate Kabat
To: Vicki Schmid
Subject: FW: Proposed Chickens in Chaska
Date: Friday, December 18, 2020 10:20:06 AM

Another one to add. Thanks!

From: Brenda Adams
Sent: Friday, December 18, 2020 10:19 AM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Proposed Chickens in Chaska

Hi Nate,

I am opposed to allowing the keeping of chickens in Chaska.

While the ordinances are detailed enough to address many concerns, they will likely not be enforced.

Why do I say this?
Because there are ordinances to address leashes on dogs and to "pick up the poop" and they are not enforced.
Cats are supposed to be controlled by their owners, but the neighbors allow their cats out to roam roam my yard daily.
The odd-even parking rules that follow snow storms in my neighborhood are not enforced.

I don't want to be put in the difficult position of having to confront a neighbor that decides to keep chickens but does not follow the ordinances. My experience has been that the party violating ordinances is given much leeway and time to correct the situation (if it ever gets resolved at all) and the offended party has no resolution and just has to live with it.

Best regards,
Brenda Adams
2849 Mark Twain Drive
Chaska

From: Nate Kabat
To: Mark Windschitl; Jon Grau; McKayla Hatfield; Mike Huang; Taylor Hubbard
Cc: Matt Podhradsky; Vicki Schmid
Subject: Fwd: Proposed Chicken Ordinance
Date: Saturday, December 19, 2020 8:47:14 AM

FYI

Nate Kabat
Assistant City Administrator
City of Chaska

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: PAMELA RASER
Sent: Saturday, December 19, 2020 8:40:29 AM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Proposed Chicken Ordinance

Hello, we understand this is late but just saw the Chaska Herald regarding comments about the proposed chicken ordinance.

We are opposed to the ordinance. We currently have an open space where kids play in our neighborhood. The dirt, smell and waste left by the chickens would certainly carryover to that area. It is bad enough that one of our neighbors in this area have completely let their lawn and surrounding area go natural but I believe they are one of those seeking approval for chickens.

Chickens belong in a more rural area where they have space and conditions necessary in raising them.

We sign our names however wish to remain anonymous. Thank you for any consideration.

Pam & Gene Raser

From: Nate Kabat
To: Mark Windschitl; McKayla Hatfield; Taylor Hubbard; Mike Huang; Jon Grau; Matt Podhradsky; Vicki Schmid
Subject: Fwd: Proposed Chicken Ordinance
Date: Friday, December 18, 2020 4:45:08 PM

FYI

Nate Kabat
Assistant City Administrator
City of Chaska

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Phil Robbin

Sent: Friday, December 18, 2020 4:29:33 PM
To: Nate Kabat <nkabat@chaskamn.com>
Subject: Re: Proposed Chicken Ordinance

Hi Nate,

My objections to allowing chickens are simple:
* There are obvious reasons why the raising of animals is barred from residential neighborhoods, including smell, disease, and negative impact to property values.

* Claims that citizens of Chaska need to raise hens to overcome financial difficulties brought on by COVID-19 are far-fetched. A dozen eggs are priced at $1.29 at Cub. No one is changing their world $1.29 at a time.

* To my knowledge, none of the current staff is qualified to administer, monitor, and control agricultural operations of any kind. They do not have the experience and expertise to know if a poultry operation, even a small one, is properly setup and maintained. How will we know if the chickens are properly vaccinated? The USDA is likely not going to bother with 5 hens, so the operation will be largely unregulated.

* Who would handle nuisance complaints about smell, noise, waste, etc.? The police and city inspectors do not have time for these issues.

* This is a "pet" project of a few people, not in the interest of the general population of Chaska or our future. Raising chickens will not bring honor, prosperity, or recognition to Chaska.

Thanks,

Phil

From: Tim Tysyachuk
To: Nate Kabat
Subject: I am for chickens!
Date: Monday, December 7, 2020 4:07:29 PM
Attachments: image001.jpg
image002.jpg
image003.png
image004.png

Hi Nate,

I hope you are doing well.

I am for allowing chickens in Chaska

I don't support the idea of Chicken Permits , it's too complicated and expensive in my opinion.

9.32.040 Permit And Fees(Added) Any chicken without obtaining a permit issued by the City of Chaska. The permit shall be subject to all the terms and conditions of this article and any additional conditions deemed necessary by the City to protect public health, safety, and welfare.

This is just my 5 cents.

Thank you,

Tim Tysyachuk

116 Oak Str N,

Chaska, MN 55318

with any questions.

Apply Now

From: Kimberly Whaley
To: Nate Kabat
Subject: Yes on Chicken oridance for Chaska
Date: Monday, December 7, 2020 5:52:05 PM

Hi Nate,
I would like to register my yes vote to allow chickens in Chaska, I'm all for people taking care of their families in any way they deem necessary.

Thank you,
Kim Whaley
Chaska, MN

CITY OF CHASKA ORDINANCE 2025-1062

**AN ORDINANCE ADOPTING A NEW SECTION 9.32,
REGULATING THE KEEPING OF CHICKENS**

WHEREAS, the City of Chaska regulates the keeping of domestic animals by its police powers; and

WHEREAS, the City Code presently prohibits the keeping of chickens in residential zones where agriculture is not a permitted use; and

WHEREAS, the City has received numerous inquiries and statements by residents in support of implementing a permit for keeping chickens in residential zones; and

WHEREAS, keeping chickens allows residents to provide their homes with eggs and meat; and

WHEREAS, chickens can also provide recreational value as pets as well as a valuable educational opportunity for children; and

WHEREAS, other cities in Minnesota including others in the vicinity of the City of Chaska have implemented backyard chicken ordinances without severe negative impacts; and

WHEREAS, the City therefore desires to implement an orderly program to allow residents to keep chickens within residential zones, subject to regulations determined by the City;

NOW THEREFORE, be it ordained by the Council of the City of Chaska, in the State of Minnesota, as follows:

SECTION I: Adoption. A new Section 9.32 of the Chaska Minnesota Code of Ordinances is hereby adopted, which shall read and be numbered as follows:

9.32 Chickens

9.32.010 General Provisions

A. No permissions granted under this ordinance shall be construed to override or negate any valid private covenant or restriction, or the valid regulations of any common interest community.

B. Notwithstanding any other provision of this ordinance, none of the licensing requirements or restrictions of this section apply in any part of the City with a zoning classification that permits agriculture as a permitted use, or to any temporary custody of impounded chickens by the City or any person delegated with the task of keeping impounded chickens on the City's behalf.

C. Keeping chickens under a valid permit under this section shall be an exception to the provisions of CMCO 9.04.020.

D. Mere compliance with the provisions of this chapter shall not constitute a defense to any proceeding alleging that a given chicken or group of chickens constitutes a nuisance or a threat to public health or safety.

9.32.020 Definitions

For the purpose of this article, certain terms and words are defined as follows:

A. Brooding: means the period of chicken growth when supplemental heat must be provided due to the chicken's inability to generate enough body heat.

B. Chick: means a baby chicken not more than six weeks old.

C. Chicken: means a domesticated bird of the order of Galliformes in the genus of Gallus.

D. Coop: means the structure for the keeping or housing of chickens permitted by ordinance.

E. Exercise yard: means a larger fenced area that provides space for exercise and foraging for the chickens when supervised.

F. Hen: means a female chicken

G. Premises: means the lot for which a chicken permit has been applied or issued as the applicable context requires

H. Lot: means a contiguous parcel of land under common ownership.

I. Officer: means any person designated by the city manager as an enforcement officer.

J. Rooster: means a male chicken.

K. Run: means a fully enclosed and covered area attached to a coop where the chickens can roam unsupervised.

9.32.030 Requirements For The Keeping of Chickens

The following standards are required for persons keeping chickens:

A. No more than five chickens are permitted to be maintained on one property.

B. Keeping of roosters is prohibited. Roosters and hens that crow must be removed from the Premises within fourteen days from the time they begin to crow. For enforcement purposes, this period will begin on the day that the City first receives a complaint about crowing on a permitted premises or when a law enforcement officer observes crowing from a permitted Premises.

C. Food material must be stored in a rodent proof container to avoid pests.

D. Slaughtering and processing of the chickens on the Premises is prohibited.

E. Chickens must not be housed in a residential house or in an attached or detached garage, except chicks during the brooding period or adult chickens temporarily for the purposes of isolating individual sick or injured chickens.

F. Deceased chickens must be disposed of according to CZO 6.04.130.

G. Chickens shall always be confined in a coop, run, or exercise yard.

H. Chickens shall be kept in a humane manner that complies with Minnesota Statues Chapter 343.

I. Chickens shall not be allowed to run at large. Any chicken running at large may be impounded by the City and destroyed or sold after five days of impoundment including the day on which the chicken is impounded. The City may allow a chicken owner to reclaim an impounded chicken after the chicken owner pays the costs of impounding and keep the same.

J. The principal use of the specific property must be a single family residential dwelling or or the property must be located in a low-density residential or rural residential district.

K. Sale of chicken eggs or meat produced or raised on a permitted Premises is prohibited.

9.32.040 Chicken Coops And Runs

Chickens shall be properly protected from the weather and predators in a coop and have access to the outdoors in a run or exercise yard. The coop, run, and exercise yard shall meet the following standards:

A. One (1) coop, run, and exercise yard allowed per lot.

B. Each coop, run and exercise yard shall be located in the rear yard of the lot. For corner lots, they must be located in the area of the lot that a rear yard boundary fence can be located.

C. Each coop, run and exercise yard shall comply with accessory structure setbacks from property lines and residential structures. No part of a coop, run or exercise yard shall be located with fifteen (15) feet of any lake, pond, river, creek, stream or wetland.

D. A Coop can be no larger than 50 square feet and cannot exceed six (6) feet in height. The coop shall contain a solid roof and construction shall be done in a workmanlike manner utilizing durable materials that offer adequate insulation, ventilation, and protection from all natural weather elements, predators, rodents, and other pests.

E. Runs shall not exceed one hundred (100) square feet and the fencing shall not exceed six (6) feet in height. A run may be enclosed with wood or woven wire materials and may allow chickens to contact the ground. Each run must have a protective overhead netting to keep the chickens separated from other animals.

F. Coops and runs shall be maintained in a reasonably clean and sanitary condition, including the timely removal of excrement, soiled bedding material, and food scraps. Chicken owners shall not allow odors associated with the chickens to unreasonably annoy or disturb persons outside the boundary of the Premises.

G. Chickens must not be allowed to free range except within rear yards that are completely fenced in by a privacy fence that is completely opaque.

H. Coop and run must be removed and site restored if keeping of chickens is discontinued for more than 12 months.

9.32.050 Permit And Fees

A. Except in zones where agriculture is a permitted use, no person shall anywhere in the City keep, harbor, or maintain care, custody, or control over any chicken without obtaining a permit issued by the City of Chaska. Providing incidental help to care for a permittee's chickens, including regular help by a permittee's household or occasional assistance by others, at the premises associated with the permit is allowed. The permit shall be subject to all the terms and conditions of this article and any additional conditions deemed necessary by the City to protect public health, safety, and welfare.

B. Holding a permit is a privilege subject to compliance with this Section and revocation in the event of violation. Permitees shall not have any property interest in a chicken keeping permit. Permits are personal to the permittee, but in the event of a death of a permittee, other residents of the premises associated with the permit shall have up to 60 days to apply for a transfer of the deceased's permit to another person residing at the Premises, or to relocate any chickens remaining on the Premises.

C. The permit is effective until revoked or relinquished by the permittee.

D. Fee charged for the issuance of a permit to keep chickens is $100.00.

E. Application for permit. Any person desiring a permit shall make written application to the City of Chaska in a form prescribed by the City. The application shall contain the following information, and anything else deemed appropriate by the City.

1. A description of the premises upon which the applicant will keep the chickens.
2. To the extent known, the number of chickens that the applicant intends to keep on the premises.
3. A site plan of the property showing the location and size of the proposed chicken coop and run, setbacks from the chicken coop to property lines and surrounding buildings, and the location, style, and height of fencing proposed to contain the chickens in a run or exercise area.
4. Statements that the applicant will at all times keep the chickens in accordance with all of the conditions prescribed by the City, and that failure to obey such conditions will result in revocation of the permit.
5. Agreement that property may be inspected by the City at all reasonable times.
6. A description of the construction material and design of the coop..
7. False statements in applications shall result in the applicant's application being denied, and any current permit to be revoked.
8. No permit shall be issued to any applicant or for any premises with an associated permit revocation within the past two years.

F. Prior to issuance of an applicant's initial permit by the City, the permit applicant shall
1. allow the City to inspect the applicant's proposed chicken coop and chicken run as installed and the City's inspector must approve the installation; and
2. cause the premises to be permitted to be compliant with all other provisions of the City's ordinances, including the zoning ordinance and any provisions prohibiting nuisances.
3. pay all fees or any other money due to the City from the applicant, including the application fee for the chicken permit, are paid in full.

G. A permit for the keeping of chickens may be revoked or suspended by the City for any violation of this section following written notice and an opportunity to be heard by the City Council. Revocations shall attach to the permittee and also run with the premises.

H. Permit Conditions

1. If granted, the permit shall be issued by the City of Chaska

2. Permits are not transferrable by the permitee to another person, except as provided in 9.32.050(B), and do not run with the premises. In the event a permittee moves houses, the permittee may transfer their permit to their new address, after demonstrating a site plan that complies with the rest of this chapter.

3. All permittees shall comply with applicable rules or orders from any State or Federal agency with appropriate regulatory authority, regarding the handling of

sick or diseased birds, or measures implemented in response to an outbreak of communicable disease affecting chickens.

9.32.060 Violations

A. Violations of this ordinance, other than a violation that affects public health or safety, shall be subject to progressive enforcement mechanisms as follows:

On the first violation, the City shall issue a written warning to the permittee requiring the permittee to come into compliance within ten (10) days. Notice shall be deemed given on the day after a notice is mailed to the permittee's registered address, personally delivered to the permittee, or posted at the front door of the Premises.

A failure to correct a violation within ten (10) days after written notice, a subsequent violation of the same provision of this ordinance, or a third violation of any provision of this ordinance is grounds for the revocation of the permit after a notice to the permittee and an opportunity to be heard by the City Council.

It shall be a misdemeanor for any permittee to permit any violation to continue after 10 days of a written warning or after a permit is revoked. Continuing violations of this ordinance are a public nuisance subject to abatement according to Minnesota law including by injunctive relief or summary abatement if a condition poses an imminent hazard to public health or safety.

Any person who violates this article by permitting a condition that poses an imminent threat to public health or safety shall be guilty of a misdemeanor. Each day such a condition exists is a separate offense. The following violations under this section shall presumptively be considered threats to public health and safety:

A. Dead, dying, or diseased chickens that are not properly treated, contained, or removed from the Premises and disposed of in the manner required by this ordinance.
B. Improperly secured feed that attracts rodents.
C. Knowing failure to comply with any applicable order by a State or Federal agency regarding measures to address outbreaks of communicable disease affecting chickens.

B. Any person who violates this article shall reimburse the City for all costs borne by the City to enforce conditions of this article including but not limited to the collection and humane disposal of chickens.

C. All chickens of any person who violates this article may be forfeited to the city and may be removed and disposed of after notice and an opportunity to be heard by the City Council.

SECTION II: Effective Date. This Ordinance shall be in full force and effect from and after the date of passage, adoption, and publication according to law.

PASSED AND ADOPTED BY THE CITY OF CHASKA COUNCIL ON _____.

	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

Agenda Item No.8.B

REQUEST FOR ACTION
CHASKA CITY COUNCIL
June 30, 2025

Subject: **Public Hearing for Comcast Cable Television Franchise Ordinance Renewal**

Prepared By: **Kevin Wright**

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 identity 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.

Proposed Cable Franchise Renewal

Staff and legal counsel have worked with representatives from Comcast to negotiate franchise renewal terms that would meet the needs of the City, its residents, and Comcast as a cable provider. While the franchise is attached as a supporting document, some highlights include:

System and Services

Because the cable industry has advanced and evolved so much since 2000, and because there are really no standards for the "state-of-the-art" in modern telecom systems, and because there is significant and growing competition within this industry, modern cable franchises typically do not attempt to dictate what technical advancements or innovations a cable operator must make.

Public, Educational, Governmental (PEG) Programming

The Franchise renewal would provide the City the opportunity to simulcast Channels 14 and 15 in standard definition (SD) and high definition (HD). To accommodate this upgrade, staff will release channel 16, since it is not currently programmed.

PEG Fee

The PEG fee will be 1% of Comcast's gross revenues. PEG fees support and fund equipment used to program the City's channels and produce local community features, events, and stories.

Live Origination Sites

Broadcasts of live events continue to grow in popularity, particularly during the pandemic, when in-person viewing was limited. Because technology has changed since 2000, the City no longer needs a dedicated live return feed to certain facilities. Instead,

staff would like to exchange these feeds for a wireless or radio frequency (RF) connection, so that the live streams can be directly uploaded to the City's channels via the internet.

Staff have provided a potential list of locations around the City where live programming could be generated.

a. Chaska City Hall
b. Chaska Community Center
c. Chaska Athletic Park
d. Chaska Town Course
e. Chaska Curling and Event Center
f. Chaska Fire Station
g. Mobile locations identified with two-week written notice

Complimentary Services

The City will continue to receive cable services at the following locations:

a. Chaska City Hall
b. Chaska Police Station
c. Chaska Fire Station
d. Chaska Municipal Services Building

Franchise Fee

The Franchise fee will remain at 5% of Comcast's gross revenues. This is paid to the City for use of public right-of-way.

Service Area

The Franchise has been updated to include language found in most modern renewals that can be more easily interpreted.

Franchise Term

The Franchise term is set to 15 years.

CITY COUNCIL ACTION REQUESTED

Motion to open the Public Hearing to receive any public comments and then close the public hearing at the acceptable time.

DRAFT

CITY OF CHASKA, MINNESOTA

ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE

TO

COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/ TENNESSEE, LLC

, 2025

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ORDINANCE NO. _

AN ORDINANCE RENEWING THE GRANT OF A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF CHASKA, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE; PROVIDING FOR CITY REGULATION AND ADMINISTRATION OF THE CABLE SYSTEM; TERMINATING PRIOR FRANCHISE

RECITALS

The City of Chaska, Minnesota ("City"), pursuant to applicable federal and state law, is authorized to grant one (1) or more nonexclusive cable television franchises to construct, operate, maintain and reconstruct cable television systems within the City limits.

Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC, a Delaware corporation ("Grantee") has operated a Cable System in the City, under a cable television franchise granted pursuant to a Cable Television Franchise Ordinance 687.

Negotiations between Grantee and the City have been completed and the franchise renewal process followed in accordance with the guidelines established by the City Code, Minnesota Statutes Chapter 238 and the Cable Act (47 U.S.C. §546).

The City reviewed the legal, technical and financial qualifications of Grantee and has determined that it is in the best interest of the City and its residents to renew the cable television franchise with Grantee.

NOW, THEREFORE, THE CITY OF CHASKA DOES ORDAIN that a franchise is hereby granted to Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC to operate and maintain a Cable System in the City upon the following terms and conditions:

SECTION 1 DEFINITIONS

1.1 Definitions. For the purpose of this Franchise, the following, terms, phrases, words, derivations and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. In the event the meaning of any word or phrase not defined herein is uncertain, the definitions contained in applicable local, state or federal law shall apply.

(a) "Access Channels" means any channel or portion of a channel utilized for public, educational or governmental programming.

(b) "Affiliate" shall mean any Person controlling, controlled by or under common control of Grantee.

(c) "Applicable Laws" means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered that governs or is relevant to any term, condition, provision or requirement herein .

(d) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast.

(e) "Cable Act" means the Cable Communications Policy Act of 1984, 47 U.S.C. §§521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996, as further amended from time to time.

(f) "Cable Service" shall have the meaning set forth in the Cable Act and currently defined as (a) the one-way transmission to Subscribers of (i) video programming or (ii) other programming service, and b) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station; and, "other programming service" is information that a cable operator makes available to all Subscribers generally.

(g) "Cable System" or "System" shall have the meaning specified for "Cable System" in the Cable Act. Unless otherwise specified, it shall in this document refer to the Cable System constructed and operated in the City under this Franchise.

(h) "Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation.

(i) "City" shall mean the City of Chaska, a municipal corporation in the State of Minnesota.

(j) "City Code" means the Municipal Code of the City of Chaska, Minnesota, as may be amended from time to time.

(k) "Connection" means the attachment of the Drop to the television set of the Subscriber.

(l) "Converter" means an electronic device, including digital transport adapters, which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber, and by an appropriate Channel selector also permits a Subscriber to view all signals included in the Basic Cable Service tier delivered at designated converter dial locations.

(m) "Council" shall mean the governing body of the City.

(n) "Day" unless otherwise specified shall mean a calendar day.

(o) "Drop" shall mean the cable that connects the Subscriber terminal to the nearest feeder cable of the cable.

(p) "Effective Date" shall mean - Julyne 17, 2025.

(q) "Expanded Basic Service" means the next tier of service above the Basic Cable Service tier excluding premium or pay-per-view services.

(r) "FCC" means the Federal Communications Commission, or a designated representative.

(s) "Franchise" shall mean the right granted by this Franchise Ordinance and conditioned as set forth herein.

(t) "Franchise Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.

(u) "Franchise Fee" shall mean the fee assessed by the City to Grantee determined in amount as a percentage of Grantee's Gross Revenues and limited to the maximum percentage allowed for such assessment by federal law. The term Franchise Fee does not include exceptions under Applicable Law including those noted in 47 U.S.C. §542(g)(2)(A-E).

(v) "GAAP" means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC").

(w) "Gross Revenues" means any and all compensation in whatever form, from any source, directly or indirectly earned by Grantee or any Affiliate of Grantee or any other Person who would constitute a cable operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Service within the Franchise Area. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate and that would otherwise constitute Gross Revenues shall be included for purposes of determining "Gross Revenues." Except as provided herein, Gross Revenues shall not be net of: (1) any operating expense or other expenditure; (2) any accrual, including, without limitation, for commissions. Gross Revenues include, by way of illustration and not limitation:

(i) monthly fees for Cable Services regardless of whether such Cable Services are provided to residential or commercial Subscribers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event, audio channels, and video-on-demand Cable Services);

(ii) installation, disconnection, reconnection, downgrade, upgrade, maintenance, repair or similar charges associated with Subscriber Cable Service levels;

(iii) fees paid to Grantee for Channels designated for commercial/ leased access use which shall be allocated on a pro rata basis using total Cable Service Subscribers within the Franchise Area;

(iv) Converter, remote control, and other Cable Service equipment rentals, leases, or sales;

(v) Payments for prepaid Cable Services and/or equipment;

(vi) Advertising revenues as defined herein;

(vii) Fees including, but not limited to;

1. late fees, convenience fees, administrative fees and other multiservice revenues, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Subscriber revenues within the Franchise Area;

2. revenues from program guides;

3. Franchise Fees;

4. FCC regulatory fees;

5. Except as provided in subsection (ix) below, any fee, tax,or other charge assessed against Grantee by City, which Grantee chooses to pass through and collect from its Subscribers; and

6. commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using total Cable Service Subscribers within the City.

(viii) [Intentionally Omitted].

(ix) "Advertising Revenues" shall mean revenues derived from sales of advertising that are made available to Grantee's Cable System Subscribers within the Franchise Area and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to Franchise Fees shall include all commissions, representative fees, affiliated entity fees, or rebates paid to the National Cable Communications and Comcast Spotlight or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

(x) "Gross Revenues" shall not include:

1. actual bad debt write-offs, except any portion which is subsequently collected which shall be allocated on a *pro rata* basis using Cable Services revenue as a percentage of total Grantee revenues within the Franchise Area;

2. Public, Educational and Governmental (PEG) Fees; and

3. unaffiliated third party advertising sales agency fees which are reflected as a deduction from revenues.

(xi) To the extent revenues are received by Grantee for the provision of a discounted bundle of services, which may include Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on an *pro rata* basis when comparing the bundled service price and its components to the sum of the published rate card or otherwise currently-available rates and, except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the City. The City reserves its right to review and to challenge Grantee's calculations.

(xii) Grantee reserves the right to change the allocation methodologies set forth in paragraph (xi) above to meet the standards mandated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City upon request or as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to subparagraph (xiii) below.

(xiii) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to GAAP as promulgated and defined by the FASB, EITF and/or the SEC. Notwithstanding the forgoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

(xiv) Subject to the provisions of subsection xiii, nothing in this definition of Gross Revenues shall in any way serve to waive the City's right to receive the maximum five percent (5%) Franchise Fee as set forth in 47. U.S.C. Section 542, irrespective of whether the City chooses to receive its compensation in cash or in in-kind services, to the extent "in-kind" services are considered part of the 5% Franchise Fee cap under Applicable Law. Neither the Grantee nor the

City waive any rights either party may have regarding enforcement of all rights set forth in 47. U.S.C. Section 542.

(x) "Minnesota Cable Communications Act" means the provisions of Minnesota law governing cable communications service and the requirements for a cable television franchise as set forth in Minn. Stat. Chapter 238, as may be amended.

(y) "Minnesota Government Data Practices Act" means the provisions of Minnesota law governing the requirements for government data as set forth in Minn. Stat. Chapter 238.

(z) "Normal Business Hours" means those hours during which most similar businesses in City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one (1) night per week and/or some weekend hours.

(aa) "Normal Operating Conditions" means those Service conditions which are within the control of Grantee. Those conditions which are not within the control of Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(bb) "PEG" means public, educational and governmental.

(cc) "Person" means any natural person and all domestic and foreign corporations, closely-held corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, businesses, common law trusts, societies and/or any other legal entity.

(dd) "Street" shall mean the surface of and the space above and below any public Street, road, highway, freeway, lane, path, trail, public way, alley, court, sidewalk, boulevard, parkway, drive or any easement or right-of-way now or hereafter held by City.

(ee) "Subscriber" means a Person who lawfully receives Cable Service.

(ff) "Wireline MVPD" means a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

SECTION 2 FRANCHISE

2.1 Grant of Franchise. The City hereby authorizes Grantee to occupy or use the City's Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Unless this Franchise has expired pursuant to Section 2.8 herein or this Franchise is otherwise terminated pursuant to

Section 11.2 herein, this Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: 1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or 2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

2.2 Reservation of Authority. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, in the event of a conflict between A) the lawful provisions of the City Code or applicable regulations of the City and B) this Franchise, the express provisions of this Franchise shall govern. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves all rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City including any ordinance governing use of public rights-of-way, or (C) be construed as a waiver or release of the rights of the City in and to the Streets.

2.3 Franchise Term. The term of the Franchise shall be ten (10) years from the Effective Date, unless extended by mutual written consent in accordance with Section 17.7 or terminated sooner in accordance with this Franchise.

2.4 Franchise Area. This Franchise is granted for the Franchise Area defined herein. Grantee shall extend its Cable System to provide Service to any residential unit in the City in accordance with Section 6.7 herein.

2.5 Franchise Nonexclusive. The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described in Section 17.23. The grant of any additional franchise shall not of itself be deemed to constitute a modification, revocation, or termination of rights previously granted to Grantee. Any additional cable franchise grants shall comply with Minn. Stat. § 238.08 and any other applicable federal level playing field requirements.

2.6 Periodic Public Review of Franchise. Within sixty (60) Days of the third (3rd) and sixth (6th) annual anniversary of the Effective Date of this Franchise, the City may conduct a public review of the Franchise. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the

public in the light of new developments in cable law and regulation, cable technology, cable company performance with the requirements of this Franchise, local regulatory environment, community needs and interests, and other such factors. Both the City and Grantee agree to make a full and good faith effort to participate in the review. So long as Grantee receives reasonable notice, Grantee shall participate in the review process and shall fully cooperate. The review shall not operate to modify or change any provision of this Franchise without mutual written consent in accordance with Section 17.7 of this Franchise.

2.7 Transfer of Ownership.

(a) No sale, transfer, assignment or "fundamental corporate change", as defined in Minn. Stat. § 238.083, of this Franchise shall take place until the parties to the sale, transfer, or fundamental corporate change files a written request with City for its approval, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

(b) City may determine that a public hearing is necessary due to potential adverse effect on Grantee's Subscribers resulting from the sale or transfer.

(c) If a public hearing is deemed necessary pursuant to (b) above, such hearing shall be commenced within thirty (30) Days of such determination and notice of any such hearing shall be given in accordance with local law. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by City.

(d) City shall approve or deny in writing the sale or transfer request. City shall set forth in writing with particularity its reason(s) for denying approval. City shall not unreasonably withhold its approval.

(e) The parties to a sale or transfer of the Franchise only, without the inclusion of the System in which substantial construction has commenced, shall establish that the sale or transfer of only the Franchise will be in the public interest.

(f) Any sale or transfer of stock in Grantee so as to create a new controlling interest in the System shall be subject to the requirements of this Section 2.7. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

(g) In no event shall a transfer or assignment of ownership or control be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

(h) In accordance with Minn. Stat. § 238.084, Subd. 1(y), the City shall have the right to purchase the System in the event the Franchise or System is proposed to be transferred or sold on the same terms and conditions as the offer pursuant to which transfer notice was provided pursuant to this section. The City shall have thirty (30)

Days from receipt of an application for consent under this Section 2.7 in which to give notice of its intention to exercise such right.

2.8 Expiration. Upon expiration of the Franchise, the City may, subject to Grantee's rights under Section 626 of the Cable Act:

(a) extend the Franchise, though nothing in this provision shall be construed to require such extension;

(b) renew the Franchise, in accordance with Applicable Laws;

(c) invite additional franchise applications or proposals;

(d) terminate the Franchise subject to any rights Grantee has under Section 626 of the Cable Act; or

(e) take such other action compliant with Applicable Law.

2.9 Right to Require Removal of Property. At the expiration of the term for which the Franchise is granted provided no renewal is granted, or upon its forfeiture or revocation as provided for herein, the City shall have the right to require Grantee to remove at Grantee's own expense all or any part of the Cable System from all Streets and public ways within the Franchise Area within a reasonable time. If Grantee fails to do so, the City may perform the work and collect the cost thereof from Grantee. However, Grantee shall have no obligation to remove the Cable System where it utilizes the System to provide other non-Cable Services to the extent Grantee has authority under Applicable Law to maintain facilities in the Streets, and subject to Grantee's obligation to apply for and secure a right-of-way permit from the City, if applicable.

2.10 Continuity of Service Mandatory. It shall be the right of all Subscribers to receive all available services insofar as their financial and other obligations to Grantee are honored. In the event that Grantee elects to overbuild, rebuild, modify, or sell the System, or the City revokes or fails to renew the Franchise, Grantee shall make its best effort to ensure that all Subscribers receive continuous uninterrupted service, regardless of the circumstances, while the Franchise remains effective. In the event of expiration, purchase, lease-purchase, condemnation, acquisition, taking over or holding of plant and equipment, sale, lease, or other transfer to any other Person, including any other grantee of a cable communications franchise, the current Grantee shall cooperate fully to operate the System in accordance with the terms and conditions of this Franchise for a temporary period sufficient in length to maintain continuity of service to all Subscribers.

SECTION 3 OPERATION IN STREETS AND RIGHTS-OF-WAY

3.1 Use of Streets.

(a) Grantee may, subject to the terms of this Franchise and the City Code including any ordinance governing use of public rights-of-way, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Streets within the City such lines, cables, conductors, ducts, conduits, vaults, manholes,

amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate and maintain its Cable System in compliance with, and subject to, the requirements of the City Code, including by way of example and not limitation, those requirements governing the placement of Grantee's Cable System; and with other applicable City Codes, and will obtain and maintain all permits and bonds required by the City Code in addition to those required in this Franchise.

(b) All wires, conduits, cable and other property and facilities of Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon, or other use of the Streets of City. Grantee shall keep and maintain all of its property in good condition, order and repair so that the same shall not menace or endanger the life or property of any Person. Grantee shall keep accurate maps and records of all of its wires, conduits, cables and other property and facilities located, constructed and maintained in the City.

(c) All wires, conduits, cables and other property and facilities of Grantee, shall be constructed and installed in an orderly and professional manner and in accordance with all Applicable Laws. All wires, conduits and cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.

3.2 Construction or Alteration. Grantee shall in all cases comply with applicable sections of the City Code, City resolutions and City regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter or maintain the Cable System. Grantee shall, upon request, provide information to the City regarding its progress in completing or altering the Cable System.

3.3 Non-Interference. Grantee shall exert its best efforts to construct and maintain a Cable System so as not to interfere with other use of Streets including particularly City's use to operate and maintain an electric utility. Grantee shall, where possible in the case of above ground lines, make use of existing poles and other facilities available to Grantee subject to the terms of the City's generally applicable Pole Attachment License Agreement and payment of all license fees thereunder which fees shall be in addition to, and not part of, Grantee's franchise fee obligations. When residents receiving underground service or who will be receiving underground service will be affected by proposed construction or alteration, Grantee shall provide such notice as set forth in the permit or in City Code of the same to such affected residents.

3.4 Consistency with Designated Use. Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such Street was created or dedicated, or presently used under Applicable Laws.

3.5 Undergrounding.

(a) Grantee shall place underground all of its transmission lines which are located or are to be located above or within the Streets of the City in the following cases:

(i) all other existing utilities are required to be placed underground by statute, resolution, policy or other Applicable Law;

(ii) Grantee is unable to get pole clearance;

(iii) underground easements are obtained from developers of new residential areas; or

(iv) utilities are overhead but residents prefer underground (undergrounding to be handled in accordance with the City Code).

(b) If an ordinance is passed which involves placing underground certain utilities including Grantee's cable plant which is then located overhead, Grantee shall participate in such underground project and shall remove poles, cables and overhead wires if requested to do so and place facilities underground. Nothing herein shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws.

(c) Grantee shall use conduit or its functional equivalent to the greatest extent possible for undergrounding, except for Drops from pedestals to Subscribers' homes and for cable on other private property where the owner requests that conduit not be used. Cable and conduit shall be utilized which meets the highest industry standards for electronic performance and resistance to interference or damage from environmental factors. Grantee shall use, in conjunction with other utility companies or providers, common trenches for underground construction wherever available.

3.6 Maintenance and Restoration.

(a) Restoration. In case of disturbance of any Street, public way, paved area or public improvement, Grantee shall, at its own cost and expense and in accordance with the requirements of the City Code restore such Street, public way, paved area or public improvement to substantially the same condition as existed before the work involving such disturbance took place. All requirements of this section pertaining to public property shall also apply to the restoration of private easements and other private property. Grantee shall perform all restoration work within a reasonable time and with due regard to seasonal working conditions, but not to exceed ninety (90) Days. If Grantee fails, neglects or refuses to make restorations as required under this section, then the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee causes any damage to private property in the process of restoring facilities, Grantee shall repair such damage.

(b) Maintenance. Grantee shall maintain all above ground improvements that it places on City Streets pursuant to the City Code and any permit issued by the City. In

order to avoid interference with the City's ability to maintain the Streets, Grantee shall provide such clearance as is required by the City Code and any permit issued by the City. If Grantee fails to comply with this provision, and by its failure, property is damaged Grantee shall be responsible for all damages caused thereby.

(c) Disputes. In any dispute over the adequacy of restoration or maintenance relative to this section, final determination shall be the prerogative of the City, Department of Public Works, and consistent with the City Code and any permit issued by the City.

3.7 Work on Private Property. Grantee, with the consent of property owners, shall have the authority, pursuant to the City Code, to trim trees upon and overhanging Streets, alleys, sidewalks, and public ways so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the reasonable expense of Grantee.

3.8 Relocation.

(a) Public Property. Grantee shall relocate its System and facilities in accordance with the City Code. In addition, if, during the term of the Franchise, the City or any government entity elects or requires a third party to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any Street, public right-of-way or other public property; or to construct, maintain or repair any public improvement; or to replace, repair install, maintain, or otherwise alter any cable, wire conduit, pipe, line, pole, wire-holding structure, structure, or other facility, including a facility used for the provision of utility or other services or transportation of drainage, sewage or other liquids, for any public purpose, Grantee shall, upon request, except as otherwise hereinafter provided, at its sole expense remove or relocate as necessary its poles, wires, cables, underground conduits, vaults, pedestals, manholes and any other facilities which it has installed. Nothing herein shall mandate that City provide reimbursement to Grantee for the costs of such relocation and removal. However, if the City makes available funds for the cost of placing facilities underground, nothing herein shall preclude the Grantee from participating in such funding to the extent consistent with the City Code or Applicable Laws.

(b) Utilities and Other Franchisees. If, during the term of the Franchise, another entity which holds a franchise or any utility requests Grantee to remove or relocate such facilities to accommodate the construction, maintenance or repair of the requesting party's facilities, or their more efficient use, or to "make ready" the requesting party's facilities for use by others, or because Grantee is using a facility which the requesting party has a right or duty to remove, Grantee shall do so. The companies involved may decide among themselves who is to bear the cost of removal or relocation, pursuant to City Code, and provided that the City shall not be liable for such costs.

(c) Notice to Remove or Relocate. Any Person requesting Grantee to remove or relocate its facilities shall give Grantee no less than forty-five (45) Days' advance written notice to Grantee advising Grantee of the date or dates removal or relocation is to

be undertaken; provided, that no advance written notice shall be required in emergencies or in cases where public health and safety or property is endangered.

(d) Failure by Grantee to Remove or Relocate. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by the City; or in emergencies or where public health and safety or property is endangered, the City may do such work or cause it to be done, and the cost thereof to the City shall be paid by Grantee. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by another franchisee or utility, that franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Grantee.

(e) Procedure for Removal of Cable. Grantee shall not remove any underground cable or conduit which requires trenching or other opening of the Streets along the extension of cable to be removed, except as hereinafter provided. Grantee may remove any underground cable from the Streets which has been installed in such a manner that it can be removed without trenching or other opening of the Streets along the extension of cable to be removed. Subject to Applicable Law, Grantee shall remove, at its sole cost and expense, any underground cable or conduit by trenching or opening of the Streets along the extension thereof or otherwise which is ordered to be removed by the City based upon a determination, in the sole discretion of the City, that removal is required in order to eliminate or prevent a hazardous condition. Underground cable and conduit in the Streets which is not removed shall be deemed abandoned and title thereto shall be vested in the City.

(f) Movement of Buildings. Grantee shall, upon request by any Person holding a building moving permit, franchise or other approval issued by the City, temporarily remove, raise or lower its wire to permit the movement of buildings. The expense of such removal, raising or lowering shall be paid by the Person requesting same, and Grantee shall be authorized to require such payment in advance. The City shall require all building movers to provide not less than fifteen (15) Days' notice to the Grantee to arrange for such temporary wire changes.

SECTION 4 REMOVAL OR ABANDONMENT OF SYSTEM

4.1 Removal of Cable System. In the event that: (l) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in a Street without complying with the requirements of this Franchise, Grantee, at its expense shall, at the demand of the City remove promptly from the Streets all of the Cable System other than any which the City may permit to be abandoned in place. In the event of any such removal Grantee shall promptly restore the Street to a condition as nearly as possible to its prior condition the Street or other public places in the City from which the System has been removed in accordance with all requirements of the City Code and Section 2.9 herein. However, Grantee shall have no obligation to remove the Cable System where it utilizes the system to provide other non-Cable Services and has any other authority under Applicable Law to

maintain facilities in the public rights-of-way, or where Grantee is able to find a purchaser of the Cable System, acceptable to the City, who holds such authorization.

4.2 Abandonment of Cable System. In the event of Grantee's abandonment of the Cable System, City shall have the right to require Grantee to conform to the state right-of-way rules, Minn. Rules, Chapter 7819. The Cable System to be abandoned in place shall be abandoned in the manner prescribed by the City. Grantee may not abandon any portion of the System without having first given three (3) months written notice to the City. Grantee may not abandon any portion of the System without compensating the City for damages resulting from the abandonment.

4.3 Removal after Abandonment or Termination. If Grantee has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) Days after written notice of City's demand for removal consistent with Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the letter of credit and performance bond toward removal and/or declare all right, title, and interest to the Cable System to be in City with all rights of ownership including, but not limited to, the right to operate the Cable System or transfer the Cable System to another for operation by it.

4.4 City Options for Failure to Remove Cable System.

(a) If Grantee has failed to complete such removal within the time given after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

(i) Declare all right, title and interest to the System to be in the City or its designee with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it; or

(ii) Declare the System abandoned and cause the System, or such part thereof as the City shall designate, to be removed at no cost to the City. The cost of said removal shall be recoverable from the security fund, indemnity and penalty section provided for in this Franchise or from Grantee directly.

(b) Upon termination of service to any Subscriber, Grantee shall promptly remove all its facilities and equipment from within the dwelling of a Subscriber who owns such dwelling upon his or her written request, except as provided by Applicable Law. Such Subscribers shall be responsible for any costs incurred by Grantee in removing the facilities and equipment.

4.5 System Construction and Equipment Standards. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall conform, when applicable to the National Electrical Safety Code, the National Electrical Code and the FCC's Rules and Regulations.

4.6 System Maps and Layout. Grantee shall comply with Section 13.16.100 of the Chaska City Code. City agrees to enforce the requirements of Section 13.16.100 in a uniform and nondiscriminatory manner against all applicable "Telecommunication Rights-of-Way User" in the City. City agrees keep the information confidential as set forth in Section 13.3 of this Franchise if it is designated so by Grantee.

SECTION 5
SYSTEM DESIGN AND CAPACITY

5.1 Availability of Signals and Equipment.

(a) The Cable System utilizes a fiber to the fiber node architecture, with fiber optic cable deployed from Grantee's headend to Grantee's fiber nodes, tying into Grantee's coaxial Cable System serving Subscribers. The System is currently passing a minimum of 750 MHz (with a minimum passband of between 50 and 750 MHz) and, regardless of the future capacity deployed, shall remain capable of providing to Subscribers at least one hundred (100) or more activated minimum downstream video Channels, or such comparable video viewing capability as is provided in light of developing technologies and video distribution practices in the future.

(b) The entire System shall be technically capable of transmitting industry-standard digital television signals in a manner and quality consistent with applicable FCC regulations.

(c) Grantee agrees to maintain the Cable System in a manner consistent with, or in excess of the specifications in Section 5.1 (a) and (b) throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all the requirements of this Franchise, including the exhibits hereto, and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.

(d) Grantee shall provide access to Cable Service throughout the City on an equal and uniform basis to the extent required by Applicable Law.

5.2 System Specifications.

(a) System Maintenance. In all its construction and service provision activities, Grantee shall meet or exceed the construction, technical performance, extension and service requirements set forth in this Franchise.

(b) Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable Federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State Emergency Alert System requirements. The City may identify authorized emergency officials for activating the EAS insofar as the City's process is consistent with the Minnesota State Emergency Statewide Plan ("EAS Plan"). The City may also develop a local plan containing methods of EAS message distribution, insofar as the local plan is consistent with Applicable Laws and the EAS Plan.

(c) Standby Power. Grantee shall provide standby power generating capacity at the Cable System control center and at all hubs. Grantee shall maintain standby power system supplies, rated at least at two (2) hours' duration, throughout the trunk and distribution networks. In addition, Grantee shall have in place throughout the Franchise term a plan, and all resources necessary for implementation of the plan, for dealing with outages of more than two (2) hours.

(d) Technical Standards. The technical standards used in the operation of the Cable System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be installed and maintained in accordance with standard good engineering practices and shall conform with the National Electrical Safety Code and all other Applicable Laws governing the construction of the Cable System and in such manner that the Cable System shall not interfere with any installations of the City.

5.3 Performance Testing. Grantee shall perform all system tests at the intervals required by the FCC, and all other tests reasonably necessary to determine compliance with technical standards required by this Franchise. These tests shall include, at a minimum:

(a) Tests required by the City to demonstrate Franchise compliance; and

(b) Written records of all system test results performed by or for Grantee shall be maintained as required by FCC regulations, and shall be available for City inspection upon request.

5.4 Special Testing.

(a) Throughout the term of this Franchise, City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

(b) Before ordering such tests, Grantee shall be afforded thirty (30) Days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) Days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be

conducted at Grantee's expense by Grantee's qualified engineer. The City shall have a right to participate in such testing by having an engineer of City's choosing, and at City's expense, observe and monitor said testing.

SECTION 6 PROGRAMMING AND SERVICES

6.1 Categories of Programming Service. Grantee shall provide video programming services in at least the following broad categories:

(a) Local Broadcast (subject to federal carriage requirements)
(b) Public Broadcast
(c) News and Information
(d) Sports
(e) General Entertainment
(f) Arts/Performance/Humanities
(g) Science/Technology
(h) Children/Family/Seniors
(i) Foreign Language/Ethnic Programming
(j) PEG Access Programming (to the extent required by the Franchise)
(k) Movies

6.2 Changes in Programming Services. As required by Applicable Law, Grantee shall provide at least thirty (30) Days' prior written notice to Subscribers and to the City of Grantee's request to effectively delete any broad category of programming or any Channel within its control, including all proposed changes in bandwidth or Channel allocation and any assignments including any new equipment requirements that may occur as a result of these changes.

6.3 Parental Control Device or Capability. Upon request by any Subscriber, Grantee shall make available a parental control or lockout device or functionality that will enable the Subscriber to block all access to any and all Channels without affecting those not blocked. Grantee shall inform Subscribers of the availability of the lockout device or functionality at the time of original subscription and annually thereafter.

6.4 FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall also be copied to City within ten (10) Days of the conduct of the date of the tests.

6.5 Continuation of and Limitation on Free Service.

(a) As of the Effective Date of this Franchise, Grantee shall continue to provide Complimentary Services, and the necessary digital converter equipment or DTA at up to 3 outlets per location, to certain schools, libraries and public institutions within the Franchise Area as set forth in Exhibit A. In the event Grantee elects, to the extent permitted by Applicable Laws, to invoice the City for Complimentary Services, the Grantee agrees that it will do so only after providing City with one hundred twenty (120) Days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate

against the City with respect to other Minnesota local franchising authorities served by Grantee, with respect to the costs to be imposed for Complimentary Services.

(b) The City shall have right to discontinue receipt of all or a portion of the Complimentary Service provided by Grantee in the event Grantee elects to impose a charge against the City for the Complimentary Service as set forth in the preceding paragraph.

6.6 Annexation. Unless otherwise provided by Applicable Law, including the City Code, upon the annexation of any additional land area by City, the annexed area shall thereafter be subject to all the terms of this Franchise upon sixty (60) Days written notification to Grantee of the annexation by City. Unless otherwise required by Applicable Laws, nothing herein shall require the Grantee to expand its Cable System to serve, or to offer Cable Service to any area annexed by the City if such area is then served by another Wireline MVPD franchised to provide multichannel video programming.

6.7 Line Extension.

(a) Grantee shall construct and operate its Cable System so as to provide Cable Service within the Franchise Area where there exists a density equivalent of five (5) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant of the Cable System. The City, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Grantee with at least fifteen (15) Days advance notice of an available open trench for the placement of necessary cable.

(b) Where the density is less than specified above, Grantee shall inform Persons requesting Service of the possibility of paying for installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within a reasonable time and if a significant delay is likely Grantee will provide an estimate of when the bid estimate can be provided. Grantee may offer the Persons requesting service the opportunity to "prepay" some or all of the necessary line extensions according to its regular business policies. Grantee shall at all times implement such line extension policy in a nondiscriminatory manner throughout the City.

(c) Any residential unit located within one hundred twenty-five (125) feet from the nearest point of access on the Street from which the Cable System is designed to serve the site shall be connected to the Cable System at no charge other than the standard installation charge. Grantee shall, upon request by any potential Subscriber residing in City beyond the one hundred twenty-five (125) foot limit, extend service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs, unless the Grantee agrees to waive said costs. To the extent consistent with Applicable Laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

6.8 Nonvoice Return Capability. Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

SECTION 7 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

7.1 Number of PEG Access Channels.

(a) Grantee will make available a minimum of two (2) PEG Access Channels for the Franchise term. Grantee shall provide the Access Channels on the Basic Cable Service tier.

(b) PEG Access Channels and programming may be delivered by City to Grantee in standard definition ("SD") or high definition ("HD") format provided that Grantee shall cablecast such Channels on the Cable System in HD as set forth in Section 7.2. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee's distribution system, in order to deliver the PEG Access Channels to Subscribers.

(c) Grantee will continue to carry the PEG Access Channels in SD format as long as there are SD Channels in Grantee's Basic Cable Service tier. If Grantee discontinues carriage of SD Channels, all of the PEG Access Channels shall be carried in HD format.

7.2 High Definition PEG Access Channels.

(a) Upon the Effective Date of this Franchise Grantee shall have Ninety (90) Days to provide the City with one (1) PEG Access Channel in HD. The City shall have the sole discretion to determine which of its Channels will be simulcast in HD without content restrictions imposed by Grantee except for the requirement contained in this Section 7. HD PEG Access Channels will be carried on the Cable System without degradation. Following implementation of the HD PEG Access Channel as set forth in this Section 7.2 (a), Grantee will maintain the two (2) SD PEG Access Channels required by Section 7.1 resulting in two (2) SD PEG Access Channels and one (1) HD PEG Access Channel.

(b) Effective December 3, 2025, the City may, upon ninety (90) Days' advance written notice to Grantee, require that Grantee provide one (1) additional PEG Access Channel in HD (for a total of two (2) HD PEG Access Channels) in accordance with the technical and other requirements of subparagraph (a) above. Following implementation of the second PEG HD Access Channel required by Section 7.1 resulting in two (2) SD PEG Access Channels and two (2) HD PEG Access Channels.

(c) Grantee will make available the second HD PEG Access Channel conditioned upon the City affirming in writing that it has ready and available locally produced HD content that has not been carried on the existing HD PEG Access Channel.

(d) The content of the HD PEG Access Channel is up to the City. The City may choose to provide Subscribers an HD PEG Access Channel that is programmed differently than the existing SD PEG Access Channels (for example, the City could create a "best of" PEG Access Channel that carries a combination of HD public, educational and government programming from the existing three (3) SD PEG Access Channels). If

an HD PEG Access Channel is programmed differently, the Grantee would have no additional obligation to provide an SD simulcast of that Channel.

(e) The City shall, in its written notice to Grantee as provided for in Section 7.2 (a) and (b) above, confirm that the City, or City's designated access provider (i.e. school district), has the capability to produce, has been producing and will produce programming in an HD format for the newly activated HD PEG Access Channel(s).

(f) The City acknowledges that receipt of an HD format PEG Access Channel may require Subscribers to buy or lease special equipment, or pay additional HD charges applicable to all HD services.

(g) Any costs of end-user equipment associated with the delivery of SD PEG channels in HD format beyond the demarcation point shall be borne by the City, and Grantee shall provide the City with a written invoice, if available to Grantee, specifying the costs for any such equipment. The City shall have the right to pay for such equipment out of the PEG Fee set forth in Section 7.13 of this Franchise.

(h) The City is responsible for acquiring all equipment necessary to produce programming in HD and may be paid for out of the PEG Fee set forth in Section 7.13 of this Franchise.

(i) Grantee shall have the right to use any technology to deploy or deliver HD signals (including selection of compression, utilization of IP and other processing characteristics) so long as it produces signal quality for the consumer that is reasonably comparable (from the viewer's standpoint) and functionally equivalent to similar commercial HD signals carried on the cable system.

7.3 Control of PEG Access Channels. The control and administration of the PEG Access Channels shall rest with the City. The City may delegate, from time to time over the term of this Franchise, such control and administration to various entities as determined in City's sole discretion.

7.4 Transmission of Access Channels. PEG Access Channels may be used for transmission of non-video signals in compliance with Applicable Laws. This may include downstream transmission of data using a protocol such as TCP/IP or current industry standards. Should Grantee develop the capability to provide bi-directional data transmission, spectrum capacity shall be sufficient to allow Subscribers to transmit data to PEG facilities.

7.5 PEG Access Channel Locations.

(a) PEG Access Channels shall be carried on the Basic Cable Service tier as set forth in Section 7.1 herein. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service. Grantee shall retain the same Channel designations as such programming is cablecast within the City as of the Effective Date, and no PEG Access Channel reallocations shall be made prior to ninety (90) Days written notice to the City by Grantee, except for circumstances beyond Grantee's reasonable control. The retained PEG Access Channels are located on Channels 14 and 15.

(b) Grantee agrees not to encrypt the PEG Access Channels differently than other commercial Channels available on the Cable System.

(c) Grantee shall make reasonable efforts to minimize Channel movements for PEG Access Channels, and shall make reasonable efforts to locate PEG Access Channels in its lineup in a manner that is easily accessible to Subscribers. In the event a PEG Access Channel is moved, Grantee, at Grantee's expense, will place City's notices of the PEG Access Channel change on its regular monthly billings, upon City's request.

(d) In conjunction with any occurrence of any SD PEG Access Channel(s) relocation, Grantee shall provide up to Five Thousand Dollars ($5,000) of reimbursement for costs incurred by City to promote the new Channel locations.

7.6 Navigation to PEG Access Channels/Electronic Programming Guide. Grantee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Access Channels. Grantee will continue to make available to City the ability to place PEG Access Channel programming information on the interactive channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City. City acknowledges that the EPG is not technically possible for all PEG Access programming, and that Grantee is not responsible for operations of the EPG provider.

7.7 Ownership of PEG Access Channels. Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a Channel position so designated. Grantee shall not exercise editorial control over any public, educational, or governmental use of a Channel position, except Grantee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity in violation of Applicable Law.

7.8 Noncommercial Use of PEG. Permitted noncommercial uses of the PEG Access Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of PEG programming by the City or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a PEG Access Channel.

7.9 Dedicated Return Transport. Grantee shall maintain those fiber paths for PEG transport in the City listed in Exhibit A attached hereto.. Grantee shall have the right to recoup the maintenance costs associated with the PEG transport as set forth in this Section 7.9. Grantee shall invoice the City for such maintenance costs in accordance with Applicable Law. Grantee shall not be responsible for fiber "replacement" but will handle any damage and all maintenance

on the existing fiber. Grantee anticipates, but cannot guarantee, that that this will result in minimal fiber expenditures by the City over this Franchise term. All PEG origination points identified on Exhibit A may be served by a cable-modem solution for transport of PEG programming subject to the following:

(i) City shall be responsible for subscribing to a Comcast Business Class Internet account including cable modem service (or an equivalent commercial broadband service however named by Grantee in the future) at a price per account per year equivalent to the lowest price at which Grantee offers the closest equivalent service on a commercial basis.

(ii) The City shall, at its expense, provide any necessary equipment and shall configure equipment and connections so that its PEG programming signals can be transmitted via the cable-modem solution to the Playback Facility. Grantee is not required to provide such equipment.

(iii) Grantee's equipment referenced above shall not interfere with Grantee's delivery of Cable Service. PEG transport, however provided, shall be reliable and permit continuous programming of a quality such that the City may deliver to Comcast signals equivalent or better in quality to the PEG signals that Comcast may be required to deliver to subscribers

7.10 Ancillary Equipment. Any ancillary equipment operated by Grantee for the benefit of PEG Access Channels on Grantee's fiber paths or Cable System, whether referred to switchers, routers or other equipment, will be maintained by Grantee, at no cost to the City or schools for the life of the Franchise. Grantee is responsible for any ancillary equipment on its side of the demarcation point and the City or school is responsible for all other production/playback equipment.

7.11 Future Fiber Return Lines for PEG.

(a) In the event that the City determines:

(i) that the City desires the capacity to allow Subscribers in the City to receive PEG programming (video or character generated) which may originate from schools, City facilities, other government facilities or other designated facilities (other than those indicated in paragraph 7.9); or

(ii) that the City desires to establish or change a location from which PEG programming is originated; or

(iii) that the City desires to upgrade the connection to Grantee from an existing signal point of origination,

the City may elect to give Grantee written notice detailing the point of origination and the capability sought by the City. Upon receipt of such notice, Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time but not later than September 1st in the year preceding the request for any

costs exceeding Twenty-five Thousand Dollars ($25,000). The cost estimate shall not exceed the fair market value of the requested facility. After an agreement to reimburse Grantee for Grantee's out of pocket time and material costs, Grantee will implement any necessary Cable System changes within a reasonable period of time. Nothing herein prevents the City, or a private contractor retained by the City, from constructing said return fiber. Grantee agrees that it shall not impose any recurring charge for the use of connections/ facilities.

7.12 PEG Access Channel Carriage.

(a) Grantee shall provide all necessary transmission equipment, at no cost to the City, from the demarcation point and throughout Grantee's distribution system in order to deliver the PEG Access Channels. Any and all costs associated with any modification of the PEG Access Channels or signals after the PEG Access Channels/ signals leave the City's designated playback facilities, or any designated playback center authorized by the City shall be borne entirely by Grantee. Grantee shall not cause any programming to override PEG programming on any PEG Access Channel, except by oral or written permission from the City, with the exception of emergency alert signals.

(b) The City may request and Grantee shall provide an additional PEG Access Channel when the cumulative time on all the existing PEG Access Channels combined meets the following standard: whenever one (1) of the PEG Access Channels in use during eighty percent (80%) of the weekdays, Monday through Friday, for eighty percent (80%) of the time during a consecutive three (3) hour period for six (6) weeks running, and there is a demand for use of an additional Channel for the same purpose, the Grantee has six (6) months in which to provide a new, PEG Access Channel for the same purpose; provided that, the provision of the additional Channel or Channels does not require the Cable System to install Converters.

(c) The VHF spectrum shall be used for one (1) of the public, educational, or governmental specially designated PEG Access Channels.

(d) The City or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

(e) The Grantee shall monitor the PEG Access Channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of PEG Access Channels, provided however, that the Grantee is not responsible for the production quality of PEG programming productions. The City, or its designee, shall be responsible for the production and quality of all PEG access programming. Grantee shall carry all components of the standard definition of PEG Access Channel including, but not limited to, closed captioning, stereo audio and other elements associated with the programming.

7.13 PEG Access Channel Support.

(a) Effective with the first Subscriber bill after the Effective Date of this Franchise, Grantee shall remit a PEG Fee to the City of one percent (1%) of Grantee's

Gross Revenues. Grantee shall pay the PEG Fee to the City quarterly at the same time as the payment of Franchise Fees under Section 16.1 of this Franchise.

(b) The PEG Fee may be used by City in accordance with Applicable Law.

(c) The PEG Fee is not part of the Franchise Fee and, so long as it is used for PEG capital costs, instead falls within one or more of the exceptions in 47 U.S.C. §542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee.

(d) Any PEG Fees owing pursuant to this Franchise which remain unpaid more than twenty-five (25) Days after the date the payment is due shall be delinquent and shall thereafter accrue interest at ten percent (10%) per annum.

7.14 PEG Technical Quality.

(a) Grantee will deliver the SD/HD PEG Access Channels to Subscribers so that they are viewable without degradation, provided that it is not required to deliver a PEG Access Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Grantee may implement SD/HD carriage of the PEG Access Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast SD/HD Channels carried on the Cable System.

(b) Within eight (8) hours of a written or e-mailed request from City to the Grantee identifying a technical problem with a PEG Access Channel and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.

(c) If changes in the technology used by the Grantee require additional equipment for reception of PEG Access Channels, the Grantee shall make such equipment available free of charge and at no cost to the City.

7.15 Change in Technology. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the PEG Access Channels, Grantee shall, at its own expense and free of charge to City or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the PEG Access Channels in accordance with the requirements of the Franchise.

7.16 Regional Channel Six. Grantee shall make available Regional Channel Six as long as it is required to do so by Applicable Law.

7.17 Compliance with Minnesota Statutes Chapter 238. In addition to the requirements contained in this Section 7 of this Franchise, Grantee and City shall comply with the PEG requirements mandated by Minn. Stat. § 238.084.

SECTION 8 REGULATORY PROVISIONS

8.1 Intent. The City shall have the right to administer and regulate activities under the Franchise up to the full extent permitted by Applicable Law.

8.2 Delegation of Authority to Regulate. The City reserves the right to delegate its regulatory authority wholly or in part to agents of the City, including, but not limited to, an agency which may be formed to regulate several franchises in the region in a manner consistent with Applicable Laws.

8.3 Areas of Administrative Authority. In addition to any other regulatory authority granted to the City by law or franchise, the City or its designee, shall have administrative authority in the following areas:

(a) Administering and enforcing the provisions of this Franchise, including the adoption of administrative rules and regulations to carry out this responsibility.

(b) Coordinating the operation of PEG Access Channels.

(c) Formulating and recommending long-range cable communications policy for the Franchise Area.

(d) Disbursing and utilizing Franchise-generated revenues paid to the City.

(e) Administering the regulation of rates, to the extent permitted by Applicable Law.

(f) All other regulatory authority permitted under Applicable Law.

The City or its designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operations under the Franchise to the extent allowed by Applicable Law.

8.4 Regulation of Rates and Charges.

(a) Right to Regulate. The City reserves the right to regulate rates or charges for any Cable Service within the limits of Applicable Law, to enforce rate regulations prescribed by the FCC, and to establish procedures for said regulation or enforcement.

(b) Notice of Change in Rates and Charges. Throughout the term of this Franchise, Grantee shall give the City and all Subscribers within the City at least thirty (30) Days' notice of any intended modifications or additions to Subscriber rates or

charges. Nothing in this subsection shall be construed to prohibit the reduction or waiving of rates or charges in conjunction with promotional campaigns for the purpose of attracting Subscribers or users.

(c) Rate Discrimination Prohibited. Within any category of Subscribers, Grantee shall not discriminate among Subscribers with regard to rates and charges made for any service based on considerations of race, color, creed, sex, marital or economic status, national origin, sexual preference, or (except as allowed by Applicable Law) neighborhood of residence, except as otherwise provided herein; and for purposes of setting rates and charges, no categorization of Subscribers shall be made by Grantee on the basis of those considerations. Nevertheless, Grantee shall be permitted to establish (1) discounted rates and charges for providing Cable Service to low-income, handicapped, or low-income elderly Subscribers, (2) promotional rates, and (3) bulk rate and package discount pricing.

SECTION 9 BOND

9.1 Performance Bond. Upon the Effective Date of this Franchise and at all times thereafter Grantee shall maintain with City a bond in the sum of Fifty Thousand and No/100 Dollars ($50,000.00) in such form and with such sureties as shall be acceptable to City, conditioned upon the faithful performance by Grantee of this Franchise and the acceptance hereof given by City and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the bond, any damages or losses suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at two percent (2%) in excess of the then prime rate), up to the full amount of the bond, and which bond shall further guarantee payment by Grantee of all claims and liens against City or any, public property, and taxes due to City, which arise by reason of the construction, operation, maintenance or use of the Cable System.

9.2 Rights. The rights reserved by City with respect to the bond are in addition to all other rights the City may have under this Franchise or any other law

9.3 Reduction of Bond Amount. City may, in its sole discretion, reduce the amount of the bond.

SECTION 10 SECURITY FUND

10.1 Security Fund. If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise that remain uncured, then Grantee shall, upon written request, establish and provide to the City, as security for the faithful performance by Grantee of all of the provisions of this Franchise, a letter of credit from a financial institution satisfactory to the City in the amount of Fifteen Thousand and No/100 Dollars ($15,000.00). In no event shall Grantee fail to post a Fifteen Thousand and No/100 Dollar ($15,000.00) letter of credit within thirty (30) Days receipt of a notice of Franchise violation pursuant to this Section 10.1. Failure to post said letter of credit shall

constitute a separate material violation of this Franchise, unless the breach is cured within such thirty (30) Day period or longer period allowed under the Franchise. The letter of credit shall serve as a common security fund for the faithful performance by Grantee of all the provisions of this Franchise and compliance with all orders, permits and directions of the City and the payment by Grantee of any claim, liens, costs, expenses and taxes due the City which arise by reason of the construction, operation or maintenance of the Cable System. Interest on this deposit shall be paid to Grantee by the bank on an annual basis. The security may be terminated by the Grantee upon the resolution of the alleged noncompliance. The obligation to establish the security fund required by this paragraph is unconditional. The fund must be established in those circumstances where Grantee disputes the allegation that it is not in compliance, and maintained for the duration of the dispute. If Grantee fails to establish the security fund as required, the City may take whatever action is appropriate to require the establishment of that fund and may recover its costs, reasonable attorneys' fees, and an additional penalty of Two Thousand Dollars ($2,000) in that action.

10.2 Withdrawal of Funds. The letter of credit required herein shall permit the City to withdraw funds from the security fund upon demand (sight draft). Grantee shall not use the security fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose.

10.3 Restoration of Funds. Within ten (10) Days after notice to it that any amount has been withdrawn by the City from the security fund pursuant to Section 10.4 of this Franchise, Grantee shall deposit a sum of money sufficient to restore such security fund to the required amount.

10.4 Liquidated Damages. In addition to recovery of any monies owed by Grantee to City or damages to City as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the security fund the following liquidated damages:

(a) For failure to provide data, documents, reports or information or to cooperate with City during an application process or System review, the liquidated damage shall be One Hundred Dollars ($100.00) per Day for each Day, or part thereof, such failure occurs or continues.

(b) For failure to comply with any of the provisions of this Franchise for which a penalty is not otherwise specifically provided pursuant to this Paragraph 10.4, the liquidated damage shall be One Hundred Fifty Dollars ($150.00) per Day for each Day, or part thereof, such failure occurs or continues.

(c) For failure to test, analyze and report on the performance of the System following a request by City, the liquidated damage shall be Two Hundred Fifty Dollars ($250.00) per Day for each Day, or part thereof, such failure occurs or continues.

(d) Forty-five (45) Days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the liquidated damage

shall be Two Hundred Dollars ($200.00) per Day for each Day, or part thereof, such failure occurs or continues.

(e) For failure to provide the services Grantee has proposed, including but not limited to the implementation and the utilization of the PEG Access Channels the liquidated damage shall be One Hundred Fifty ($150.00) per Day for each Day, or part thereof, such failure occurs or continues.

10.5 Each Violation a Separate Violation. Each violation of any provision of this Franchise shall be considered a separate violation for which separate liquidated damages can be imposed.

10.6 Maximum 120 Days. Any liquidated damages for any given violation shall be imposed upon Grantee for a maximum of one hundred twenty (120) Days. If after that amount of time Grantee has not cured or commenced to cure the alleged breach to the satisfaction of the City, the City may pursue all other remedies.

10.7 Withdrawal of Funds to Pay Taxes. If Grantee fails to pay to the City any taxes due and unpaid; or fails to repay to the City, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) Days' notice of such failure by the City to comply with any provision of the Franchise which the City reasonably determines can be remedied by an expenditure of the security, the City may then withdraw such funds from the security fund. Payments are not Franchise Fees as defined in Section 16 of this Franchise.

10.8 Procedure for Draw on Security Fund.

(a) Whenever the City finds that Grantee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) Days subsequent to receipt of the notice in which to correct the violation before the City may require Grantee to make payment of damages, and further to enforce payment of damages through the security fund. Grantee may, within ten (10) Days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

(b) City shall hear Grantee's dispute at the next regularly scheduled or specially scheduled Council meeting. Grantee shall have the right to speak and introduce evidence. The City shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.

(c) If after hearing the dispute, the claim is upheld by the City, then Grantee shall have thirty (30) Days within which to remedy the violation before the City may require payment of all liquidated damages due it.

10.9 Time for Correction of Violation. The time for Grantee to correct any alleged violation may be extended by the City if the necessary action to collect the alleged violation is of such a nature or character as to require more than thirty (30) Days within which to perform provided Grantee commences corrective action within fifteen (15) Days and thereafter uses reasonable diligence, as determined by the City, to correct the violation.

10.10 Grantee's Right to Pay Prior to Security Fund Draw. Grantee shall have the opportunity to make prompt payment of any assessed liquidated damages and if Grantee fails to promptly remit payment to the City, the City may resort to a draw from the security fund in accordance with the terms of this Section 10 of the Franchise.

10.11 Failure to so Replenish Security Fund. If any security fund is not so replaced, City may draw on said security fund for the whole amount thereof and hold the proceeds, without interest, and use the proceeds to pay costs incurred by City in performing and paying for any or all of the obligations, duties and responsibilities of Grantee under this Franchise that are not performed or paid for by Grantee pursuant hereto, including attorneys' fees incurred by the City in so performing and paying. The failure to so replace any security fund may also, at the option of City, be deemed a default by Grantee under this Franchise. The drawing on the security fund by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

10.12 Collection of Funds Not Exclusive Remedy. The collection by City of any damages or monies from the security fund shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the security fund, be deemed a waiver of any right of City pursuant to this Franchise or otherwise. Notwithstanding this section, however, should the City elect to impose liquidated damages that remedy shall remain the City's exclusive remedy for the one hundred twenty (120) Day period set forth in Section 10.6.

SECTION 11 DEFAULT

11.1 Basis for Default. City shall give written notice of default to Grantee if City reasonably determines that Grantee has:

(a) Violated any material provision of this Franchise or the acceptance hereto or any rule, order, regulation or determination of the City, state or federal government, not in conflict with this Franchise;

(b) Attempted to evade any material provision of this Franchise or the acceptance hereof;

(c) Practiced any fraud or deceit upon City or Subscribers;

(d) Made a material misrepresentation of fact in the application for or negotiation of this Franchise.

11.2 Default Procedure. If Grantee fails to cure such default within thirty (30) Days after the giving of such notice (or if such default is of such a character as to require more than

thirty (30) Days within which to cure the same, and Grantee fails to commence to cure the same within said thirty (30) Day period and thereafter fails to use reasonable diligence, in City's sole opinion, to cure such default as soon as possible), then, and in any event, such default shall be a substantial breach and City may elect to terminate the Franchise. The City may place the issue of revocation and termination of this Franchise before the governing body of City at a regular meeting. If City decides there is cause or reason to terminate, the following procedure shall be followed:

(a) City shall provide Grantee with a written notice of the reason or cause for proposed termination and shall allow Grantee a minimum of thirty (30) Days subsequent to receipt of the notice in which to correct the default.

(b) Grantee shall be provided with an opportunity to be heard at a public hearing prior to any decision to terminate this Franchise.

(c) If, after notice is given and an opportunity to cure, at Grantee's option, a public hearing is held, and the City determines there was a violation, breach, failure, refusal or neglect, the City may declare by resolution the Franchise revoked and of no further force and effect unless there is compliance within such period as the City may fix, such period may not be less than thirty (30) Days provided no opportunity for compliance need be granted for fraud or misrepresentation.

11.3 Mediation. If the Grantee and City are unable to resolve a dispute through informal negotiations during the period of thirty (30) Days following the submission of the claim giving rise to the dispute by one (1) party to the other, then unless that claim has been waived as provided in the Franchise, such claim may be subject to mediation if jointly agreed upon by both parties. Mutually agreed upon mediation shall stay other enforcement remedies of the parties for a period of ninety (90) Days from the date of filing, unless stayed for a longer period by agreement of the Grantee and City. The Grantee and City shall each pay one-half of the mediator's fee and any filing fees. The mediation shall be held in the City unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as a settlement agreement in any court having jurisdiction thereof. Nothing herein shall serve to modify or on any way delay the franchise enforcement process set forth in Section 10 of this Franchise.

11.4 Failure to Enforce. Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of the City to enforce prompt compliance, and City's failure to enforce shall not constitute a waiver of rights or acquiescence in Grantee's conduct.

11.5 Compliance with the Laws.

(a) If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform

to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.

(b) If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

SECTION 12 FORECLOSURE AND RECEIVERSHIP

12.1 Foreclosure. Upon the foreclosure or other judicial sale of the Cable System, Grantee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

12.2 Receivership. The City shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, one hundred twenty (120) Days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) Days, or unless:

(a) Within one hundred twenty (120) Days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; and,

(b) Such receiver or trustee, within said one hundred twenty (120) Days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 13 REPORTING REQUIREMENTS

13.1 Quarterly Reports. Within forty-five (45) Days after the end of each calendar quarter, Grantee shall submit to the City along with its Franchise Fee payment a report showing the basis for computation of such fees prepared by an officer of Grantee showing the basis for the computation of the Franchise Fees paid during that period in a form and substance substantially equivalent to Exhibit B attached hereto. This report shall separately indicate

revenues received by Grantee within the City including, but not limited to such items as listed in the definition of "Gross Revenues" at Section 1 of this Franchise.

13.2 Reports. Upon request of the City and in no event later than thirty (30) Days from the date of receipt of such request, Grantee shall, free of charge, prepare and furnish to the City such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise and as such information may be maintained in the ordinary course of business. City shall agree to maintain the continuing confidentiality of such records as so designated by Grantee as provided in Section 13.3. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

13.3 Public Records

(a) Grantee acknowledges that information submitted by Grantee to the City may be open to public inspection under the Minnesota Government Data Practices Act ("MGDPA") pursuant to Minn. Stat. Chapter 13. Grantee is responsible for becoming familiar with and understanding the provisions of the MGDPA.

(b) Grantee may identify information submitted to the City as confidential, if Grantee reasonably believes such information is qualified for an exemption recognized under the MGDPA. Grantee shall prominently mark each page, or portion thereof, for which it is claiming confidentiality as "Confidential" prior to submitting such information to the City. When submitting such information to the City, Grantee shall submit documentation to the City that specifically identifies the applicable exemption under the MGDPA, and stating the reason(s) Grantee believes the information is exempt from public inspection. In the event the City determines that the Grantee's request for confidentiality is consistent with the MGDPA, the City shall take reasonable steps to protect the confidential nature of any such information, consistent with the MGDPA, including only disclosing such information to employees, representatives, and agents thereof that have a need to know or in order to enforce the provisions of this Franchise.

(c) Within five (5) working days of receiving a public records request to inspect any such request, the City shall provide the Grantee with written notice of the request, including a copy of the request. Grantee shall have five (5) working days within which to provide a written response to the City, before the City may disclose any of the requested, confidential information. If the City determines that it will be necessary to reveal the information, the City shall promptly notify the Grantee, and do so at least five (5) working days prior to the information being released. The City shall retain final discretion to determine whether to release the requested information in response to any public records request, as recognized under the MGDPA.

13.4 Communications with Regulatory Agencies.

(a) Grantee shall submit to City copies of any communications to any federal, state or local courts, regulatory agencies and other government bodies if such documents are directly related to the operation of Grantee's Cable System or Grantee's provision of

Cable Services within the Franchise Area. Grantee shall submit such communications to the City no later than thirty (30) Days after such communications have been filed. Grantee shall not claim confidential, privileged or proprietary rights to such documents unless under Applicable Law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency or as a request for confidential treatment is pending. With respect to all other reports, documents and notifications provided to any federal, State or local regulatory agency as a routine matter in the due course of operating Grantee's Cable System within the Franchise Area, Grantee shall make such documents available to City upon City's written request.

(b) In addition, Grantee and its Affiliates shall within ten (10) Days of any communication to or from any judicial or regulatory agency regarding any alleged or actual violation of this Franchise, City regulation relating to the System, use its best efforts to provide the City a copy of the communication, whether specifically requested by the City to do so or not.

13.5 Open Records. Grantee shall manage all of its operations in accordance with a policy of keeping its records open and accessible to the City. The City, upon reasonable notice, shall have the right to inspect all records of the Grantee and affiliated entities necessary to determine compliance by Grantee with its obligations under this Franchise. Such inspection shall take place at any time during Normal Business Hours at a Grantee business operations site within the Twin Cities of Minnesota. Grantee shall not deny the City access to Grantee's records on the basis that Grantee's records are under the control of an affiliated entity or a third party, rather than the Grantee. In the case of affiliated entities not under common control with Grantee, Grantee shall not be subject to the remedies set forth in Section 11 if such Affiliate does not permit inspection of its records, and Grantee has;

(a) made available for inspection all of its records relevant to the determination of compliance; and

(b) exercised all reasonable efforts to persuade such affiliated entity to make such records available for inspection.

13.6 Information and Reports. Upon request, Grantee shall provide the following information:

(a) Cable System structure and operating information:

(i) Total Cable System mileage and overall homes passed;

(ii) The number of Subscribers in the Franchise Area, including the number of Basic Cable Service Subscribers;

(iii) The channel lineup for the Franchise Area;

(iv) A schedule of all Grantee's rates and charges in the Franchise Area;

(v) A monthly Cable Services sample customer bill within the Franchise Area; and

(vi) A copy of Subscriber privacy policies and the Subscribers service agreements, including terms and conditions.

SECTION 14 CUSTOMER SERVICE POLICIES

14.1 Response to Customers and Cooperation with City. Grantee shall promptly respond to all requests for service, repair, installation and information from Subscribers. Grantee acknowledges the City's interest in the prompt resolution of all cable complaints and shall work in close cooperation with the City to resolve complaints.

14.2 Definition of "Complaint." For the purposes of Section 14, with the exception of Subsection 14.4, a "complaint" shall mean any communication to Grantee or to the City by a Subscriber expressing dissatisfaction with any service, performance, or lack thereof, by Grantee under the obligations of this Franchise

14.3 Customer Service Agreement and Written Information. Grantee shall provide to Subscribers a comprehensive service agreement and information in writing for use in establishing Subscriber service. Written information shall, at a minimum, contain the following information:

(a) Services to be provided and rates for such services.

(b) Billing procedures.

(c) Service termination procedure.

(d) Change in service notifications.

(e) Liability specifications.

(f) Converter/Subscriber terminal equipment policy.

(g) Breach of Franchise specification.

(h) How complaints are handled including Grantee's procedure for investigation and resolution of Subscriber complaints.

(i) The name, address, and phone number of the Person identified by the City as responsible for handling cable questions and complaints for the City. This information shall be prominently displayed and Grantee shall submit the information to the City for review and approval as to its content and placement on Subscriber billing statements. A copy of the written information shall be provided to each Subscriber at the time of initial Connection and any subsequent reconnection.

14.4 Reporting Complaints.

(a) The requirements of this Section 14.4 shall be subject to federal law regarding Subscriber privacy. Consistent with the way such information is maintained in the ordinary course of business, Grantee shall maintain customer service performance data available for City inspection. Subscriber data shall include the date, name, address, and telephone number of Subscriber complaints as well as the subject of the complaint, date and type of action taken to resolve the complaint, any additional action taken by Grantee or the Subscriber. The data shall be maintained in a way that allows for simplified access of the data by the City.

(b) Subject to federal law and upon reasonable request by the City, Grantee shall, within a reasonable amount of time, make available City with such customer service data for its review.

14.5 Customer Service Standards. The City hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. Grantee shall, upon request, which request shall include the reason for the request (such as complaints received or other reasonable evidence of concern), provide City with information which shall describe in detail Grantee's compliance with each and every term and provision of this Section 14.5. Grantee shall comply in all respects with the customer service requirements established by the FCC and those set forth herein.

14.6 Cable System Telephone Availability.

(a) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a Day, seven (7) Days a week.

(i) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(ii) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business Day.

(b) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(c) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(d) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(e) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

14.7 Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(a) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system as more specifically set forth in Section 6.7(b).

(b) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

(c) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(d) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(e) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

14.8 Communications between Grantee and Subscribers.

(a) Refunds. Refund checks will be issued promptly, but no later than either:

(i) The customer's next billing cycle following resolution of the request or thirty (30) Days, whichever is earlier, or

(ii) The return of the equipment supplied by Grantee if Cable Service is terminated.

(b) Credits. Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

14.9 Billing.

(a) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited

to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) Days.

14.10 Subscriber Information.

(a) Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(i) Products and Services offered;

(ii) Prices and options for programming services and conditions of subscription to programming and other services;

(iii) Installation and Service maintenance policies;

(iv) Instructions on how to use the Cable Service;

(v) Channel positions of programming carried on the System; and

(vi) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(b) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the City. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) Days in advance of such changes if the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) Days in advance of any significant changes in the information required by this Section 14.10.

14.11 Notice or Rate Programming Change. In addition to the requirement of this Section 14.11 regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) Days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

14.12 Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

14.13 Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) Days.

14.14 Late Fees. Grantee shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

14.15 Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or Commission of the City.

14.16 Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 14.9, above, Grantee may, in its sole discretion, consolidate costs on Subscriber's bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

14.17 Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) Days in a manner deemed reasonable by the City under the terms of the Franchise.

14.18 Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 14.3, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to Subscribers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

14.19 Subscriber Privacy.

(a) To the extent required by Minn. Stat. §238.084 Subd. 1(s) Grantee shall comply with the following: No signals including signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The

request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(b) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee or its agents for Grantee's business use, and also to the Subscriber subject of that information, unless Grantee has received specific written permission from the Subscriber to make such data available. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which may be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such permission. The permission shall be revocable at any time by the Subscriber without penalty of any kind whatsoever.

(c) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in subparagraph (b) of this section.

14.20 Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

SECTION 15 SUBSCRIBER PRACTICES

15.1 Subscriber Rates. If any Subscriber fails to pay a properly due monthly Subscriber fee, or any other properly due fee or charge, Grantee may disconnect the Subscriber's service outlet, provided, however, that such disconnection shall not be effected until after the later of: (i) forty-five (45) Days after the original due date of said delinquent fee or charge; or (ii) ten (10) Days after delivery to Subscriber of written notice of the intent to disconnect. If a Subscriber pays before expiration of the later of (i) or (ii), Grantee shall not disconnect. After disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnection charge, Grantee shall promptly reinstate the Subscriber's Cable Service.

15.2 Refunds.

(a) Refunds to Subscribers shall be made or determined in the following manner:

(i) If Grantee fails, upon request by a Subscriber, to provide any service then being offered, Grantee shall promptly refund all deposits or advance

charges paid for the service in question by said Subscriber. This provision does not alter Grantee's responsibility to Subscribers under any separate contractual agreement or relieve Grantee of any other liability;

(ii) If any Subscriber terminates any monthly service because of failure of Grantee to render the service in accordance with this Franchise, Grantee shall refund to such Subscriber the proportionate share of the charges paid by the Subscriber for the services not received. This provision does not relieve Grantee of liability established in other provisions of this Franchise;

(iii) If any Subscriber terminates any monthly service prior to the end of a prepaid period, a proportionate amount of any prepaid Subscriber service fee, using the number of days as a basis, shall be refunded to the Subscriber by Grantee.

SECTION 16 COMPENSATION AND FINANCIAL PROVISIONS

16.1 Franchise Fees.

(a) During the term of the Franchise, Grantee shall pay to the City a Franchise Fee of five percent (5%) of Gross Revenues. If any such law, regulation or valid rule alters the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the authority to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law. In the event Grantee bundles or combines Cable Services subject to the Franchise Fee with non-Cable Services which are not subject to the Franchise Fee so that Subscribers pay a single fee for more than one class of service resulting in a discount, Grantee shall calculate the Gross Revenues produced in accordance with Section 1.1(w)(xi).

(b) Franchise Fees shall be paid quarterly not later than forty-five (45) Days following the end of a given quarter. In accordance with Section 16 of this Franchise, Grantee shall file with the City a Franchise Fee payment worksheet, attached as Exhibit B, signed by an authorized representative of Grantee, which identifies Gross Revenues earned by Grantee during the period for which payment is made. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this section.

(c) Neither current nor previously paid Franchise Fees shall be subtracted from the Gross Revenue amount upon which Franchise Fees are calculated and due for any period, unless otherwise required by Applicable Law.

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) Days after the dates specified herein shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

16.2 Auditing and Financial Records. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice of twenty (20) Days to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor and enforce Grantee's compliance with the provisions of this Franchise. The production of such records may, to the extent compliant with Section 13.3, be subject to the prior completion of a non-disclosure or other confidentiality agreement. Grantee shall provide such requested information as soon as possible and in no event more than thirty (30) Days unless Grantee explains that it is not feasible to meet this timeline and provides a written explanation for the delay and an estimated reasonable date for when such information will be provided. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of seven (7) years, pursuant to Minn. Stat. § 541.05. The Grantee shall not deny the City access to any of the Grantee's records on the basis that the Grantee's records are under the control of any parent corporation, Affiliate or a third party. The City may request in writing copies of any such records or books that are reasonably necessary, and the Grantee shall provide such copies within thirty (30) Days of the receipt of such request. One (1) copy of all reports and records required under this or any other section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) Days of receipt of such request, that the City inspect them at the Grantee's local offices or at one of Grantee's offices more convenient to City or its duly authorized agent. If any books or records of the Grantee are not kept in such office and not made available in copies to the City upon written request as set forth above, and if the City determines that an examination of such records is necessary for the enforcement of this Franchise, then all reasonable travel expenses incurred in making such examination shall be paid by the Grantee.

16.3 Review of Record Keeping Methodology. Upon request, Grantee agrees to meet with a representative of the City to review its methodology of record-keeping, financial reporting, computing Franchise Fee obligations, and other procedures the understanding of which the City deems necessary for understanding the meaning of reports and records.

16.4 Audit of Records. The City or its authorized agent may at any time and at the City's own expense conduct an independent audit of the revenues of Grantee in order to verify the accuracy of Franchise Fees paid to the City. Grantee and each parent company of Grantee shall cooperate fully in the conduct of such audit. In the event it is determined through such audit that Grantee has underpaid Franchise Fees in an amount of five percent (5%) or more than was due the City, then Grantee shall reimburse the City for the entire cost of the audit within thirty (30) Days of the completion and acceptance of the audit by the City.

16.5 Records to be reviewed. The City agrees to request access to only those books and records, in exercising its rights under this section, which it deems reasonably necessary for the enforcement and administration of the Franchise.

16.6 Indemnification by Grantee. Grantee shall, at its sole expense, fully indemnify, defend and hold harmless the City, and in their capacity as such, the officers and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damage or

otherwise except those arising wholly from negligence or willful misconduct on the part of the City or its employees; for actual or alleged injury to Persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of Grantee or its officers, agents, employees, or contractors or to which Grantee's or its officers, agents, employees or contractors acts or omissions in any way contribute, and whether or not such acts or omissions were authorized or contemplated by this Franchise or Applicable Law; arising out of or alleged to arise out of any claim for damages for Grantee's invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation of infringement of any copyright, trademark, trade name, service mark or patent, or of any other right of any Person, firm or corporation; arising out of or alleged to arise out of Grantee's failure to comply with the provisions of any Applicable Law. Nothing herein shall be deemed to prevent the City, its officers, or its employees from participating in the defense of any litigation by their own counsel at such parties' expense. Such participation shall not under any circumstances relieve Grantee from its duty of defense against liability or of paying any judgment entered against the City, its officers, or its employees. The City shall endeavor to give the Grantee written notice of its obligation to indemnify within ten (10) business days of receipt of a claim or action pursuant to this subsection.

16.7 Grantee Insurance. Upon the Effective Date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Minnesota with a rating by A.M. Best & Co. of not less than "A-" that shall protect the Grantee, City and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Three Million Dollars ($3,000,000). The liability policy shall include:

(a) The policy shall provide coverage on an "occurrence" basis.

(b) The policy shall cover personal injury as well as bodily injury.

(c) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(d) Broad form property damage liability shall be afforded.

(e) City shall be named as an additional insured on the policy.

(f) An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee's operations under this Franchise and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.

(g) Standard form of cross-liability shall be afforded.

(h) An endorsement stating that the policy shall not be canceled without thirty (30) Days' notice of such cancellation given to City.

(i) City reserves the right to adjust the insurance limit coverage requirements of this Franchise no more than once every three (3) years. Any such adjustment by City will be no greater than the increase in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.

(j) Upon the Effective Date, Grantee shall submit to City a certificate documenting the required insurance, as well as any necessary properly executed endorsements. The certificate and documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, City's right to enforce the terms of Grantee's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee's insurance coverage.

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 Posting and Publication. This Franchise shall be published in accordance with Applicable Law at the Grantee's expense.

17.2 Guarantee of Performance. Grantee agrees that it enters into this Franchise voluntarily in order to secure and in consideration of the grant from the City of a ten (10) year Franchise. Performance pursuant to the terms and conditions of this Franchise is guaranteed by Grantee.

17.3 Entire Agreement. This Franchise contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically set forth herein, and cannot be changed orally but only by an instrument in writing executed by the parties. This Franchise is made pursuant to Minnesota Statutes Chapter 238 and the City Code and is intended to comply with all requirements set forth therein.

17.4 Consent. Wherever the consent or approval of either Grantee or the City is specifically required in this agreement, such consent or approval shall not be unreasonably withheld.

17.5 Prior Franchise Terminated. The cable television franchise originally granted by Ordinance 687 is hereby terminated.

17.6 Franchise Acceptance. No later than sixty (60) Days following City Council approval of this Franchise, Grantee shall execute and return to the City three (3) original

franchise agreements. The executed agreements shall be returned to the City accompanied by performance bonds, security funds, and evidence of insurance, all as provided in this Franchise. In the event Grantee fails to accept this Franchise, or fails to provide the required documents, this Franchise may, upon Council action, be rescinded. The Grantee agrees that despite the fact that its written acceptance may occur after the Effective Date, the obligations of this Franchise shall become effective on the Effective Date.

17.7 Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made to address technology changes or advances subsequent to a review session pursuant to Section 2.6 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict City's exercise of its police powers.

17.8 Franchise Renewal. Any renewal of this Franchise shall be in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

17.9 Notice.

(a) Any notification that requires a response or action from a party to this Franchise, within a specific time-frame or would trigger a timeline that would affect one or both parties' rights under this Franchise, shall be made in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:	City Administrator or Designee One City Hall Plaza Chaska, MN 55318
To the Grantee:	Comcast Regional Vice President of External Affairs 10 River Park Place St. Paul, MN 55107

(b) Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the Person of record as specified above.

17.10 Rights of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color,

religion, disability, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other Applicable Laws, relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time including 47 U.S.C. Section 551, Protection of Subscriber Privacy.

17.11 Rights Reserved to City. In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power which is required to be reserved by a provision of this Franchise.

17.12 Severability. If any provision of this Franchise is held by any governmental authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such governmental authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) Days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

17.13 Force Majeure. In the event that either party is prevented or delayed in the performance of any of its obligations, under this Franchise by reason of acts of God, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, delays in receiving permits where it is not the fault of Grantee, public easements, sabotage, acts or omissions of the other party, or any other similar event beyond the reasonable control of that party, it shall have a reasonable time under the circumstances to perform such obligation under this Franchise, or to procure a substitute for such obligation to the reasonable satisfaction of the other party.

17.14 Work of Contractors and Subcontractors. Work by contractors and subcontractors are subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors, and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise, the City Code and other Applicable Law, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Grantee's responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee's behalf are familiar with the requirements of this Franchise, the City Code and other Applicable Laws governing the work performed by them.

17.15 Abandonment of System. Grantee may not abandon the System or any portion thereof during the term of this Franchise, and thereafter without having first given three (3) months written notice to City and conforming to the City Code, as well as the state right-of-way

rules, Minn. Rules, Chapter 7819. To the extent required by Minn. Stat. § 238.084, Subd. 1 (w), Grantee shall compensate City for damages resulting from the abandonment.

17.16 Removal After Abandonment. In the event of Grantee's abandonment of the System, City shall have the right to require Grantee to conform to Section 13.16.100 of the City Code, as well as the state right-of-way rules, Minn. Rules, Chapter 7819. If Grantee has failed to commence removal of the System, or such part thereof as was designated by City, within thirty (30) Days after written notice of City's demand for removal consistent with Section 13.16.100 of the City Code and Minn. Rules, Ch. 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given City shall have the right to apply funds secured by the performance bond toward removal and/or declare all right, title, and interest to the System to be in City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

17.17 Governing Law. This Franchise shall be deemed to be executed in the State of Minnesota, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Minnesota, as applicable to contracts entered into and performed entirely within the State.

17.18 Nonenforcement by City. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City or to enforce prompt compliance.

17.19 Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.

17.20 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last Day of the prescribed or fixed period or duration of time. When the last Day of the period falls on Saturday, Sunday or a legal holiday that Day shall be omitted from the computation and the next business Day shall be the last Day of the period.

17.21 Survival of Terms. Upon the termination or forfeiture of the Franchise, Grantee shall no longer have the right to occupy the Streets for the purpose of providing Cable Service. However, Grantee's obligations to the City (other than the obligation to provide service to Subscribers) shall survive according to their terms.

17.22 No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

17.23 Competitive Equity.

(a) The Grantee acknowledges and agrees that the City reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to utilize

the Street in order to provide Cable Services or similar video programming service within the City in accordance with Applicable Law (hereinafter "Lawful Franchise"). If the City grants a Lawful Franchise containing material terms and conditions that differ from Grantee's material obligations under this Franchise, or if the City declines to require a Lawful Franchise where it has the legal authority to do so, then the City agrees that the Grantee may demand that the obligations in this Franchise be, pursuant to the process set forth in this section, amended to include any material terms or conditions that are imposed upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are no more favorable or less burdensome. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out requirements consistent with Applicable Law; security instruments; PEG Access Channels and PEG Fees; customer service standards; required reports and related record keeping; audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are no more favorable or less burdensome.

(b) The modification process of this Franchise as provided for in Section 17.23(a) shall only be initiated by written notice by the Grantee to the City regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive Lawful Franchise that are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the City, with a written explanation of why the proposed amendments are necessary and consistent. Notwithstanding any modification of this Franchise pursuant to the provisions of this Section 17.23(a), should any entity whose Lawful Franchise triggered the amendments under this section cease to provide such services within the City, the City may provide ninety (90) Days written notice to Grantee of such fact, and the City and Grantee shall enter into good faith negotiations to determine which of the original terms, conditions and obligations of this Franchise shall be reinstated and fully effective. It is the intent of the parties that the original terms, conditions and obligations of this Franchise shall be reinstated in the absence of a competitive entity.

(c) Upon receipt of Grantee's written notice as provided in Section 17.23(b), the City and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a one hundred twenty (120) Day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the City and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the City shall amend this Franchise to include the modifications.

(d) In the alternative to Franchise modification negotiations as provided for in Section 17.23(a), or if the City and Grantee fail to reach agreement in negotiations as provided for in Section 17.23(c), Grantee may, at its option, elect to replace this Franchise by opting into the Lawful Franchise, with the understanding that Grantee may

use its current system design and technology infrastructure to meet any requirements of the Lawful Franchise, so as to ensure that the regulatory and financial burdens on each entity are no more favorable or less burdensome. If Grantee so elects, the City shall immediately commence proceedings to replace this Franchise with the Lawful Franchise.

(e) Notwithstanding anything contained in this Section 17.23(a) through (d) to the contrary, the City shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services or similar video programming services available for purchase by Subscribers or customers under its franchise agreement with the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHASKA THIS ___ DAY OF _____, 2025.

_____
Taylor Hubbard, Mayor

ATTEST:

_____
Matthew Podhradsky, City Administrator

CITY OF CHASKA, MINNESOTA

By: _____
Its: Matthew Podhradsky, City Administrator

By: _____
Its: _____

Date:_____

ACCEPTED: This Franchise is hereby accepted, and we agree to be bound by its terms and conditions.

COMCAST OF ARKANSAS/
LOUISIANA/MINNESOTA/
MISSISSIPPI/TENNESSEE, LLC

Date: _____ _____, 2025

By: _____
Its: _____

SWORN TO BEFORE ME
this___ day of _____, 2025.

_____
Notary Public

Exhibit A

PEG Transport to Comcast Hub

Chaska City Hall, One City Plaza, Chaska, MN 55318
Chaska Community Center, 1661 Park Ridge Drive, Chaska, MN, 55318
Chaska Athletic Park, 725 W 1st St, Chaska, MN 55318
Chaska Town Course, 3000 Town Course Dr, Chaska, MN 55318
Chaska Curling and Event Center, 3210 Chaska Blvd, Chaska, MN 55318
Chaska Fire Station, 285 Engler Blvd, Chaska, MN 55318
Mobile Locations, upon two weeks' written notice

Complimentary Cable Service to Public Buildings

POLICE DEPT, CHASKA	2 CITY HALL PLZ	CHASKA	55318
MUNICIPAL SERVICES, CHASKA	660 VICTORIA DR	CHASKA	55318
CITY HALL, CHASKA	One City Plaza	CHASKA	55318
FIRE STATION, CHASKA	285 ENGLER BLVD	CHASKA	55318

4538777v7
DOCSOPEN\CH145\21\729054.v1-6/17/21
DOCSOPEN\CH145\21\729054.v6-6/2/23

Exhibit B

Franchise Fee Payment Worksheet

CONFIDENTIAL

System Name:	Comcast of Minnesota, Inc.
Email:	Prasant_Nadella@cable.comcast.com
Phone:	610-665-2579

Vendor ID:	XXXXX
Contract Name:	X
Statement Period:	Jan - Mar, 2020
Payment Amount:	$X
Statement Number:	XXXXXX
CUID:	XXXXXX
System ID:	XXXX-XXXX-XXXX

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	$
Limited Basic Video Service	$
Digital Video Service	$
Pay	$
PPV / VOD	$
Digital Video Equipment	$
Video Installation / Activation	$
Franchise Fees	$
Guide	$
Other	$
Late Fees	$
Write-offs / Recoveries	$
Ad Sales	$
Home Shopping Commissions	$
Total	$
Franchise Fee %	%
Franchise Fee	$

4538777v7
DOCSOPEN\CH145\21\729054.v1-6/17/21
DOCSOPEN\CH145\21\729054.v6-6/2/23

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING: **June 30, 2025**

Paid and Unpaid Invoices:
Check #'s 356580-356774 **$3,609,543.26**

Paid Electronic Invoices:
Wire #'s 4724-4748 **$10,069,995.00**

Amount for Approval-Council Meeting:
June 30, 2025 **$13,679,538.26**

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102555 ABLE HOSE & RUBBER LLC									
237460-001		06/09/2025	070125	356602	213.88	07/09/2025	INV	PD	QUICK CONNECTS
CHECK DATE: 07/01/2025									
103825 ACUSHNET COMPANY									
920767086		06/11/2025	070125	356603	2,420.21	08/10/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
920777926		06/12/2025	070125	356603	191.10	07/12/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
920788008		06/13/2025	070125	356603	2,847.06	07/13/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
920811659		06/17/2025	070125	356603	2,223.43	07/17/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
920811866		06/17/2025	070125	356603	89.92	07/17/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
920812391		06/17/2025	070125	356603	1,405.39	08/16/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
					9,177.11				
100036 ADAMS PEST CONTROL INC									
4133917		06/16/2025	070125	356604	47.03	07/16/2025	INV	PD	PEST CONTROL
CHECK DATE: 07/01/2025									
4133936		06/16/2025	070125	356604	76.13	07/16/2025	INV	PD	BUG LIGHT LEASE
CHECK DATE: 07/01/2025									
					123.16				
106669 ADIDAS AMERICA INC									
6163414750		05/29/2025	070125	356605	208.50	07/28/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
6163518521		06/16/2025	070125	356605	39.50	08/15/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
					248.00				
111405 ALERT 360 OPCO INC									
16400686		06/05/2025	070125	356606	107.85	07/05/2025	INV	PD	CITY HALL MONITORING 7/1/
CHECK DATE: 07/01/2025									

Report generated: 06/27/2025 08:34
User: 8482mrob
Program ID: apinvlst

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100102 ANCOM COMMUNICATIONS INC									
128261		06/02/2025	070125	356607	4,798.35	07/02/2025	INV	PD	RADIO CONTRACT
CHECK DATE: 07/01/2025									
100119 SHAKOPEE VALLEY FORD									
404701FOW		06/06/2025	070125	356608	180.72	07/06/2025	INV	PD	DOOR STOP STRAPS-MULTI CA
CHECK DATE: 07/01/2025									
405071FOW		06/12/2025	070125	356608	121.37	07/12/2025	INV	PD	#711 SEAT CUSHION
CHECK DATE: 07/01/2025									
					302.09				
100122 ARAMARK REFRESHMENT SERVICES									
2134091		06/13/2025	070125	356609	146.34	07/13/2025	INV	PD	Water Filter for Coffee M
CHECK DATE: 07/01/2025									
109198 ARCHER MECHANICAL									
33818		06/17/2025	070125	356610	3,290.79	07/17/2025	INV	PD	Replaced VFD for AHU-5
CHECK DATE: 07/01/2025									
100146 ASPEN MILLS INC									
355739		06/11/2025	070125	356611	178.00	07/11/2025	INV	PD	DUTY UNIFORM-MCCOY
CHECK DATE: 07/01/2025									
355740		06/11/2025	070125	356611	115.00	07/11/2025	INV	PD	DUTY UNIFORM-BOOTS FOR DE
CHECK DATE: 07/01/2025									
355741		06/11/2025	070125	356611	22.85	07/11/2025	INV	PD	DUTY UNIFORM-S KRAUS
CHECK DATE: 07/01/2025									
355742		06/11/2025	070125	356611	245.89	07/11/2025	INV	PD	DUTY UNIFORM-OPEM
CHECK DATE: 07/01/2025									
					561.74				
112850 ATINSPO LLC									
1195		06/11/2025	070125	356612	587.04	07/11/2025	INV	PD	LOOP CART SHIN CUSHIONS
CHECK DATE: 07/01/2025									
100155 AUBURN MANOR									
JUL 2025	250002	07/01/2025	070125	356613	200.00	07/31/2025	INV	PD	JUL SENIOR CITIZEN DONATI
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
112858 BAKER TILLY ADVISORY GROUP PARENT LP									
BT3227301		06/11/2025	070125	356614	4,500.00	07/11/2025	INV	PD	2019C ARB CALC
CHECK DATE: 07/01/2025									
BT3227302		06/11/2025	070125	356614	4,500.00	07/11/2025	INV	PD	2019B ARB CALC
CHECK DATE: 07/01/2025									
					9,000.00				
100174 BAUER BUILT TIRE AND BATTERY									
180313941		06/20/2025	070125	356615	966.12	07/15/2025	INV	PD	#1227 & #1221 TIRES
CHECK DATE: 07/01/2025									
180314131		06/24/2025	070125	356615	199.26	08/15/2025	INV	PD	#232 TIRES
CHECK DATE: 07/01/2025									
180314132		06/24/2025	070125	356615	318.18	08/15/2025	INV	PD	#235 TIRES
CHECK DATE: 07/01/2025									
					1,483.56				
112565 OD SPORTS ACQUISITION INC									
0614305-IN		06/04/2025	070125	356616	439.00	07/04/2025	INV	PD	NEW BASES-ATHLETIC PARK
CHECK DATE: 07/01/2025									
0614512-IN		06/06/2025	070125	356616	834.00	07/06/2025	INV	PD	BASE PLUGS & HOSE/NOZZLE
CHECK DATE: 07/01/2025									
0615632-IN		06/24/2025	070125	356616	667.00	07/24/2025	INV	PD	PITCHING RUBBERS-CITY FIE
CHECK DATE: 07/01/2025									
					1,940.00				
105265 BEEBE, DENISE									
141861		06/05/2025	070125	356617	34.16	07/13/2025	INV	PD	Mileage-City Clerk's Mtg
CHECK DATE: 07/01/2025									
100196 BIFFS INC									
INV254078		06/24/2025	070125	356618	400.00	07/22/2025	INV	PD	EMPTY FD BATHROOM TRAILER
CHECK DATE: 07/01/2025									
102279 BOLTON & MENK INC									
0360820		03/28/2025	070125	356619	192.25	06/06/2025	INV	PD	Archaeological Mitigation
CHECK DATE: 07/01/2025									
0365598		06/13/2025	070125	356619	15,553.73	07/20/2025	INV	PD	CIRCLE THE BRICK PROJECT

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025									
					15,745.98				
100220 BOYER FORD TRUCKS INC									
098P24282		06/10/2025	070125	356620	151.99	07/10/2025	INV	PD	#2119 DIP STICK
CHECK DATE: 07/01/2025									
100226 BRAUN INTERTEC CORPORATION									
23520-0021-5		04/01/2025	070125	356621	8,318.50	07/24/2025	INV	PD	Public Safety Facility-Sp
CHECK DATE: 07/01/2025									
100275 CALLAWAY GOLF									
940579352		06/13/2025	070125	356622	-560.00	07/13/2025	CRM	PD	PRP REBATE CREDIT
CHECK DATE: 07/01/2025									
940583763		06/16/2025	070125	356622	284.40	08/15/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
940583766		06/16/2025	070125	356622	133.60	08/15/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
940603526		06/18/2025	070125	356622	142.20	08/17/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
					.20				
100314 CARVER COUNTY IS/GIS DEPT									
INTINV-685		06/23/2025	070125	356623	594.00	07/23/2025	INV	PD	GIS PICTOMETRY COST SHARE
CHECK DATE: 07/01/2025									
111909 THE TRANZONIC COMPANIES									
IN05424742		06/14/2025	070125	356624	983.18	07/14/2025	INV	PD	WIRE PREP CLEANING TOWELS
CHECK DATE: 07/01/2025									
100323 CDW GOVERNMENT INC									
AC8JW2I		02/18/2025	070125	356625	1,696.24	07/16/2025	INV	PD	SURFACE - CREDIT RECEIVED
CHECK DATE: 07/01/2025									
AD4S33H		03/27/2025	070125	356625	-1,696.24	07/16/2025	CRM	PD	CREDIT FOR MISDELIVERED S
CHECK DATE: 07/01/2025									
AE3IY4V		05/23/2025	070125	356625	-407.70	06/30/2025	CRM	PD	RETURN PHONE POWER CABLES
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
AE4M39B		06/03/2025	070125	356625	371.04	07/03/2025	INV	PD	IT EQUIP-MONITORS
CHECK DATE: 07/01/2025									
AE4TL1R		06/04/2025	070125	356625	128.06	07/04/2025	INV	PD	NETWORK LABEL MAKER
CHECK DATE: 07/01/2025									
AE5246X		06/12/2025	070125	356625	211.36	07/12/2025	INV	PD	IT EQUIP-DOCK, USB
CHECK DATE: 07/01/2025									
AE5FF1Y		06/09/2025	070125	356625	36.39	07/09/2025	INV	PD	IT EQUIP-WRLS MOUSE
CHECK DATE: 07/01/2025									
AE5L65P		06/10/2025	070125	356625	2,945.19	07/10/2025	INV	PD	IT EQUIP-SURFACES
CHECK DATE: 07/01/2025									
AE5S13L		06/11/2025	070125	356625	2,415.06	07/11/2025	INV	PD	IT EQUIP -MACBOOK PRO
CHECK DATE: 07/01/2025									
RL18403		05/22/2024	070125	356625	-43.02	07/16/2025	CRM	PD	CREDIT FOR 2 DOCKS
CHECK DATE: 07/01/2025									
					5,656.38				
100332 CENTERPOINT ENERGY RESOURCES CORP									
120012646/MAY25		06/04/2025	061725-2	356580	49.70	07/02/2025	INV	PD	MAY LOOP CLUBHOUSE GAS SV
CHECK DATE: 06/17/2025									
120164413/MAY25		06/04/2025	061725-2	356580	148.09	07/02/2025	INV	PD	MAY LOOP MAINT GAS SVC
CHECK DATE: 06/17/2025									
80000146268/MAY25		06/12/2025	062425	356593	2,116.02	07/09/2025	INV	PD	MAY GAS SVC
CHECK DATE: 06/24/2025									
80000167793/MAY25		06/12/2025	062425	356593	59.28	07/09/2025	INV	PD	MAY CITY PKS GAS SVC
CHECK DATE: 06/24/2025									
80000167843/MAY25		06/12/2025	062425	356593	1,847.99	07/09/2025	INV	PD	MAY GAS SVC
CHECK DATE: 06/24/2025									
					4,221.08				
100337 QWEST CORPORATION									
313196254/JUN25		06/18/2025	062625	356600	120.08	07/14/2025	INV	PD	JUN CITY HALL LOC PHN SVC
CHECK DATE: 06/26/2025									
313249294/JUN25		06/11/2025	062425	356594	60.08	07/07/2025	INV	PD	JUN TC MAINT LOC PHN SVC
CHECK DATE: 06/24/2025									
313408124/JUN25		06/11/2025	062425	356594	69.54	07/07/2025	INV	PD	JUN TC MAINT LOC PHN SVC
CHECK DATE: 06/24/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					249.70				
112851 CHANHASSEN GIRLS LACROSSE									
2015076.002		06/21/2025	070125	356626	250.00	07/21/2025	INV	PD	RFD DAMAGE DEPOSIT-LACROS
CHECK DATE: 07/01/2025						PAYEE: CHANHASSEN GIRLS LACROSSE			
112083 CHASKA BOYS LACROSSE									
2015082.002		06/24/2025	070125	356627	11.76	07/24/2025	INV	PD	RFD DAMAGE DEPOSIT LESS C
CHECK DATE: 07/01/2025						PAYEE: CHASKA LACROSSE BOOSTER CLUB			
100350 CHASKA, CITY OF									
F&I 2025 BEAN BAG		06/24/2025	070125	356629	360.00	07/09/2025	INV	PD	F&I BEAN BAG TOURNAMENT P
CHECK DATE: 07/01/2025									
F&I 2025 BONSPIEL		06/16/2025	070125	356628	1,800.00	07/09/2025	INV	PD	F&I BONSPIEL PRIZE MONEY
CHECK DATE: 07/01/2025									
F&I 2025 CONCESSION		06/24/2025	070125	356631	550.00	07/09/2025	INV	PD	F&I CONCESSION CASH
CHECK DATE: 07/01/2025									
F&I 2025 DUNK TANK		06/24/2025	070125	356630	200.00	07/09/2025	INV	PD	F&I CASH FOR DUNK TANK
CHECK DATE: 07/01/2025									
					2,910.00				
110240 CINTAS CORPORATION NO 2									
5274486009		06/09/2025	070125	356634	351.78	07/09/2025	INV	PD	MEDICAL SUPPLIES-MSB
CHECK DATE: 07/01/2025									
5275862510		06/16/2025	070125	356633	71.21	07/16/2025	INV	PD	FIRST AID SUPPLIES-TC MAI
CHECK DATE: 07/01/2025									
5276345103		06/18/2025	070125	356632	290.71	07/18/2025	INV	PD	MEDICAL SUPPLIES-FD
CHECK DATE: 07/01/2025									
					713.70				
102293 CITY OF CHASKA-ELECT									
XMAS IN MAY-2025		06/02/2025	070125	356635	9,505.21	07/02/2025	INV	PD	MAY REBATE-CUSTOM-LOW INC
CHECK DATE: 07/01/2025									
106918 ARTHUR CLESEN INC									
24137-01		06/18/2025	070125	356636	171.14	07/18/2025	INV	PD	LIGHTNING SURGE ARRESTOR
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100416 ROGER CLEVELAND GOLF CO INC									
8488399 SO		06/06/2025	070125	356637	130.27	08/05/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
8491491 SO		06/09/2025	070125	356637	113.55	09/07/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
					243.82				
111222 CNH ARCHITECTS LTD									
3535		05/31/2025	070125	356638	28,864.67	06/30/2025	INV	PD	Public Safety Facility Ar
CHECK DATE: 07/01/2025									
100428 COBRA GOLF INC									
G4150535		06/04/2025	070125	356639	88.17	08/03/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
100436 COMCAST CORPORATION									
141947		06/09/2025	062425	356595	80.52	07/04/2025	INV	PD	Cable-PD
CHECK DATE: 06/24/2025									
243888011		06/15/2025	062425	356596	775.00	07/15/2025	INV	PD	JUN CITY HALL FIBER
CHECK DATE: 06/24/2025									
					855.52				
105466 COMPUTER INTEGRATION TECHNOLOGIES INC									
404297		06/13/2025	070125	356640	272.80	07/13/2025	INV	PD	JUL CYBER SECURITY TRAINI
CHECK DATE: 07/01/2025									
405987		06/19/2025	070125	356640	105.75	07/19/2025	INV	PD	IT PROFESSIONAL SERVICES
CHECK DATE: 07/01/2025									
406182		06/23/2025	070125	356640	7,882.00	07/23/2025	INV	PD	JUN OFFICE 365 AGREEMENT
CHECK DATE: 07/01/2025									
					8,260.55				
107399 OCCUPATIONAL HEALTH CENTERS OF MN PC									
104184606		05/09/2025	061725-2	356581	90.00	07/14/2025	INV	PD	NEW HIRE DRUG SCREEN-PD
CHECK DATE: 06/17/2025									
112749 CRAFCO INC									
9403462700		06/09/2025	070125	356641	7,600.00	07/09/2025	INV	PD	CRACK SEALING EQUIPMENT R
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100520 DEM CON COMPANIES LLC									
23738		05/31/2025	070125	356642	1,757.98	06/30/2025	INV	PD	CITY SQ/GAZEBO
CHECK DATE: 07/01/2025									
111847 GREGORY WICKENHAUSER									
1779		06/09/2025	070125	356643	2,200.00	07/09/2025	INV	PD	464 RIDGE CT TREE REMOVAL
CHECK DATE: 07/01/2025									
100533 DISPLAY SALES COMPANY									
INV7241		06/08/2025	070125	356644	348.00	07/08/2025	INV	PD	USA FLAGS
CHECK DATE: 07/01/2025									
112822 ZW USA INC									
767401		06/06/2025	070125	356645	234.00	07/06/2025	INV	PD	PARKS-DOG WASTE BAGS
CHECK DATE: 07/01/2025									
100550 DOTCOM PRINTING INC									
27756		06/16/2025	070125	356646	3,615.14	07/16/2025	INV	PD	TOKEN BAGS
CHECK DATE: 07/01/2025									
100577 EASY PICKER GOLF PRODUCTS INC									
0219592-IN		06/02/2025	070125	356647	250.00	07/02/2025	INV	PD	SAND BOTTLES FOR FAIRWAYS
CHECK DATE: 07/01/2025									
111282 CANNON TECHNOLOGIES INC									
954996181	240117	05/14/2025	070125	356648	29,410.29	06/14/2025	INV	PD	ELECTRIC METERS
CHECK DATE: 07/01/2025									
106824 EMERSON BRADY									
142070		06/11/2025	070125	356649	3,500.00	07/11/2025	INV	PD	TREE REMOVAL HWY 41
CHECK DATE: 07/01/2025									
103919 EBERT INC									
23520-0021-5		04/18/2025	070125	356650	2,264.80	07/24/2025	INV	PD	Public Safety Facility-Co
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
105728 FIDELITY SECURITY LIFE INSURANCE COMPANY									
166844264		05/22/2025	061725-2	356582	656.46	06/30/2025	INV	PD	JUN EMP INS PREM-VISION
CHECK DATE: 06/17/2025									
110568 KIRI ANN FAUL									
2418		06/13/2025	070125	356651	2,660.00	07/13/2025	INV	PD	Pre-employment evaluation
CHECK DATE: 07/01/2025									
110169 FELHABER LARSON FENLON & VOGT PA									
870503		06/18/2025	070125	356652	2,145.00	07/18/2025	INV	PD	GM DAVIS PROPERTIES CONDE
CHECK DATE: 07/01/2025									
870504		06/18/2025	070125	356652	16,719.00	07/18/2025	INV	PD	JAMS PROPERTIES & SIEGFRI
CHECK DATE: 07/01/2025									
870505		06/18/2025	070125	356652	15,507.00	07/18/2025	INV	PD	CHASKA RETAIL CONDEMNATIO
CHECK DATE: 07/01/2025									
					34,371.00				
112644 FERGUSON US HOLDINGS INC									
1690107		06/04/2025	070125	356653	125.48	07/04/2025	INV	PD	NITROGEN REFILL/WTP TUBIN
CHECK DATE: 07/01/2025									
112656 FIRST DIGITAL COMMUNICATIONS LLC									
00832302-1		06/01/2025	061725-2	356583	441.76	07/01/2025	INV	PD	JUN SIP PHONE BILL
CHECK DATE: 06/17/2025									
112118 FOCAL POINT FIXTURES INC									
23520-0021-2		04/21/2025	070125	356654	42,444.10	07/24/2025	INV	PD	Public Safety Facility-Ar
CHECK DATE: 07/01/2025									
100693 FS3 INC									
94464	250127	06/12/2025	070125	356655	1,514.85	07/12/2025	INV	PD	12 CONDUIT COUPLER MOR-CL
CHECK DATE: 07/01/2025									
110270 GARTNER REFRIGERATION INC									
12453144		06/04/2025	070125	356656	1,056.00	07/18/2025	INV	PD	Labor for looking over Ic
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
112119 GR MECHANICAL PLUMBING & HEATING INC									
23520-0021-9		04/14/2025	070125	356657	214,463.45	07/24/2025	INV	PD	Public Safety Facility-Pl
CHECK DATE: 07/01/2025									
100764 GRAMITH, TIM									
141860		06/04/2025	070125	356658	4,461.92	07/13/2025	INV	PD	Reimburse Tuition-Turf Cl
CHECK DATE: 07/01/2025									
112518 THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA									
JUN-25		05/16/2025	061725-2	356584	7,658.69	06/01/2025	INV	PD	JUN EMP INS PREM-DENTAL
CHECK DATE: 06/17/2025									
112848 HARTMANN-BEBERG, MADISON									
31156		06/17/2025	070125	356659	74.99	07/17/2025	INV	PD	METER DEPOSIT REFUND-3086
CHECK DATE: 07/01/2025									
109731 HAUS OF GREY LLC									
432149		06/11/2025	070125	356660	1,708.58	07/11/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
100810 HAWKINS INC									
7099289		06/15/2025	070125	356661	30.00	07/30/2025	INV	PD	DEMURRAGE
CHECK DATE: 07/01/2025									
7101648		06/12/2025	070125	356661	9,590.93	07/27/2025	INV	PD	WTP CHEMICALS
CHECK DATE: 07/01/2025									
					9,620.93				
111844 HD ENTERTAINMENT INC									
142041		01/21/2025	070125	356662	1,375.00	07/07/2025	INV	PD	Fire & Ice Saturday Band
CHECK DATE: 07/01/2025									
104805 HELLO! BOOKING INC									
142081		06/24/2025	070125	356663	3,500.00	07/14/2025	INV	PD	Fire & Ice Production & S
CHECK DATE: 07/01/2025									
100848 HIGH TECH CLEANING INC									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
21276		06/01/2025	070125	356664	1,195.00	07/01/2025	INV	PD	FIRE STATION
CHECK DATE: 07/01/2025									
21278		06/01/2025	070125	356664	388.56	07/01/2025	INV	PD	IT DEPARTMENT
CHECK DATE: 07/01/2025									
					1,583.56				
103872 HOIGAARDS CUSTOM CANVAS & AWNINGS LLC									
3595		05/14/2025	070125	356665	4,922.50	07/19/2025	INV	PD	Loop Pergola Shade Cover-
CHECK DATE: 07/01/2025									
100859 HOISINGTON KOEGLER GROUP INC									
022-018-5		06/16/2025	070125	356666	390.50	07/16/2025	INV	PD	PLANNING-SW CHASKA, GIS M
CHECK DATE: 07/01/2025									
023-068-17		06/15/2025	070125	356666	1,290.00	07/15/2025	INV	PD	ZONING CODE PHASE 1
CHECK DATE: 07/01/2025									
024-047-8		06/16/2025	070125	356666	3,811.45	07/16/2025	INV	PD	MEADOW PARK
CHECK DATE: 07/01/2025									
					5,491.95				
100879 PRAIRIE TECHNOLOGIES INC OF MN									
250599		06/17/2025	070125	356667	940.00	07/17/2025	INV	PD	CCC-SENSOR REPLACEMENT &
CHECK DATE: 07/01/2025									
108162 HYDRO-DESIGNS INC									
CI-06768		06/13/2025	070125	356668	856.00	07/13/2025	INV	PD	MAY RPZ MANAGEMENT PROGRA
CHECK DATE: 07/01/2025									
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2025/0613-ICMA		06/13/2025	061725-2	356585	6,068.73	06/13/2025	INV	PD	061325 Payroll - 457 & Ro
CHECK DATE: 06/17/2025									
112122 INDUSTRIAL CONSTRUCTION SPECIALISTS LLC									
23520-0021-6		04/17/2025	070125	356669	181,225.28	07/24/2025	INV	PD	Public Safety Facility-St
CHECK DATE: 07/01/2025									
112844 ISABELL, PETER									
34426		06/17/2025	070125	356670	90.22	07/17/2025	INV	PD	CREDIT BALANCE REFUND-253
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
112508 DANIEL JASPER									
25107		06/12/2025	070125	356671	3,150.00	06/12/2025	INV	PD	Fish Camp June 9-11 2025
CHECK DATE: 07/01/2025									
108948 AUDRANN INC									
1530327		06/05/2025	070125	356672	172.90	07/20/2025	INV	PD	HVAC TEST GAUGE MANIFOLD/
CHECK DATE: 07/01/2025									
1531682		06/17/2025	070125	356672	115.35	08/01/2025	INV	PD	URINAL CLEANER
CHECK DATE: 07/01/2025									
					288.25				
105916 DAVID MAETZOLD									
142044		06/23/2025	070125	356673	400.00	07/07/2025	INV	PD	Chaska Summer Concert Ser
CHECK DATE: 07/01/2025									
112124 KELLEHER CONSTRUCTION INC									
23520-0021-11		04/25/2025	070125	356674	109,725.00	07/24/2025	INV	PD	Public Safety Facility-Co
CHECK DATE: 07/01/2025									
100981 KELLINGTON CONSTRUCTION INC									
23520-0021-6		04/18/2025	070125	356675	12,777.50	07/24/2025	INV	PD	Public Safety Facility-Ro
CHECK DATE: 07/01/2025									
100992 KEYS WELL DRILLING COMPANY									
WELL 10-10		06/10/2025	070125	356676	6,671.37	07/10/2025	INV	PD	WELL 10 PROJECT
CHECK DATE: 07/01/2025									
WELLS 11 & 12-11		06/06/2025	070125	356676	41,135.00	07/06/2025	INV	PD	WELLS 11 & 12 PROJECT
CHECK DATE: 07/01/2025									
					47,806.37				
101022 KUSSKE CONSTRUCTION COMPANY LLC									
23520-0021-8		04/30/2025	070125	356677	353,875.00	07/24/2025	INV	PD	Public Safety Facility-Ea
CHECK DATE: 07/01/2025									
112840 LANGDON, LAURA									
2015045.002		06/16/2025	070125	356678	50.00	07/16/2025	INV	PD	RFD SAFETY CAMP

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025						PAYEE: LANGDON, LAURA			
101043 LANO EQUIPMENT INC									
01-1149663		05/02/2025	070125	356679	293.25	07/02/2025	INV	PD	#125 A/C REPAIR
CHECK DATE: 07/01/2025									
01-1160646		06/13/2025	070125	356679	-11.99	07/13/2025	CRM	PD	CHAIN SAW BLADE EXCHANGE
CHECK DATE: 07/01/2025									
					281.26				
101050 LAW ENFORCEMENT LABOR SERVICES INC									
Jun-25		06/13/2025	061725-2	356586	1,971.00	06/13/2025	INV	PD	Jun-25 Police Union Dues
CHECK DATE: 06/17/2025									
101071 LENZEN CHEVROLET BUICK INC									
91229		06/17/2025	070125	356680	750.40	07/17/2025	INV	PD	#99 FRONT BUMPER CA#44137
CHECK DATE: 07/01/2025									
106821 LOVEJOY, SHAWN									
141852		05/16/2025	070125	356681	112.28	07/13/2025	INV	PD	MILEAGE-CLASS IN ST CLOUD
CHECK DATE: 07/01/2025									
105139 LUBE TECH & PARTNERS LLC									
3835292		06/13/2025	070125	356682	86.25	07/13/2025	INV	PD	USED OIL FILTERS
CHECK DATE: 07/01/2025									
110107 CARRIE CORLEE GOETTLICHER									
71225-1		06/23/2025	070125	356683	2,650.00	07/12/2025	INV	PD	Fire & Ice Face Painter 7
CHECK DATE: 07/01/2025									
112843 MASSAHOS, SUE									
32569		06/17/2025	070125	356684	326.19	07/17/2025	INV	PD	CREDIT BALANCE REFUND-637
CHECK DATE: 07/01/2025									
101168 MELCHERT HUBERT SJODIN PLLP									
180230		06/20/2025	070125	356685	1,883.75	07/20/2025	INV	PD	JUN EDA LEGAL
CHECK DATE: 07/01/2025									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101187 METRO SALES INC									
INV2804931		06/03/2025	070125	356686	303.07	07/03/2025	INV	PD	Ricoh/IM C6010
CHECK DATE: 07/01/2025									
INV2806410		06/05/2025	070125	356686	463.25	07/05/2025	INV	PD	Contract invoice
CHECK DATE: 07/01/2025									
INV2811618		06/11/2025	070125	356686	645.54	07/11/2025	INV	PD	MSB-RICOH COPIER
CHECK DATE: 07/01/2025									
INV2814445		06/16/2025	070125	356686	1,806.16	07/16/2025	INV	PD	QTRLY RICOH CONTRACT
CHECK DATE: 07/01/2025									
					3,218.02				
102688 MINNESOTA STATE COLLEGES AND UNIVERSITIES									
56186		06/12/2025	070125	356687	314.50	07/13/2025	INV	PD	55 Driver Discount Progra
CHECK DATE: 07/01/2025									
101196 MID COUNTY COOP #122622									
82502		06/16/2025	062425	356597	1,069.44	07/31/2025	INV	PD	356 GLS GAS-TC
CHECK DATE: 06/24/2025									
82503		06/16/2025	062425	356597	1,108.23	06/26/2025	INV	PD	356 GLS DIESEL-TC
CHECK DATE: 06/24/2025									
					2,177.67				
101288 MINNESOTA BOARD OF WATER/SOIL RESOURCES									
141945		06/17/2025	062425	356598	102.70	07/17/2025	INV	PD	2025 Annual Fee-Wetland B
CHECK DATE: 06/24/2025									
141946		06/17/2025	062425	356598	500.00	07/17/2025	INV	PD	2025 Annual Fee-Wetland B
CHECK DATE: 06/24/2025									
					602.70				
101217 MINNESOTA CHILD SUPPORT PMT CTR									
PR0613250015806598		06/13/2025	061725-2	356587	461.46	06/13/2025	INV	PD	061325 Payroll - Child Su
CHECK DATE: 06/17/2025									
101229 MN DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT									
65	250001	07/01/2025	070125	356688	2,433.64	07/15/2025	INV	PD	FORMACOAT LLC LOAN REPAYM
CHECK DATE: 07/01/2025									
101337 MINNESOTA DEPARTMENT OF HEALTH									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
1100002 2nd Qtr 2025		05/23/2025	070125	356689	19,537.20	07/30/2025	INV	PD	Comm Water Supply Svc Con
CHECK DATE: 07/01/2025									
101216 MINNESOTA FIRE SERVICE CERTIFICATION BOARD									
13662		03/10/2025	070125	356690	75.00	07/16/2025	INV	PD	TEST FOR CERTIFICATION
CHECK DATE: 07/01/2025									
101265 MINNESOTA ROADWAYS CO									
902247		06/05/2025	070125	356691	2,848.00	07/05/2025	INV	PD	#2115 TACK OIL
CHECK DATE: 07/01/2025									
101303 MN TEAMSTER PUBLIC AND LAW ENFORCEMENT									
Jun-25		06/13/2025	061725-2	356588	6,427.00	06/13/2025	INV	PD	Jun-25 Local #320 Union D
CHECK DATE: 06/17/2025									
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
778377500/MAY25		06/09/2025	061725-2	356589	62.66	07/02/2025	INV	PD	MAY 12500 COUNTY RD 11 SI
CHECK DATE: 06/17/2025									
778377800/MAY25		06/09/2025	061725-2	356589	43.63	07/02/2025	INV	PD	MAY 4250 ENGLER BLVD SIGN
CHECK DATE: 06/17/2025									
778377900/MAY25		06/09/2025	061725-2	356589	47.53	07/02/2025	INV	PD	MAY 4100 ENGLER BLVD SIGN
CHECK DATE: 06/17/2025									
781385500/MAY25		06/09/2025	061725-2	356589	15.44	07/02/2025	INV	PD	MAY 4463 COUNTY RD 44
CHECK DATE: 06/17/2025									
					169.26				
103236 MRA-THE MANAGEMENT ASSOCIATION									
00478803		02/06/2025	070125	356692	784.40	03/08/2025	INV	PD	JAN COMPENSATION SVCS, IN
CHECK DATE: 07/01/2025									
00485349		06/04/2025	070125	356692	200.00	07/04/2025	INV	PD	MAY COMPENSATION SERVICES
CHECK DATE: 07/01/2025									
00486063		06/15/2025	070125	356692	2,600.00	08/01/2025	INV	PD	ANNUAL MEMBERSHIP
CHECK DATE: 07/01/2025									
					3,584.40				
109795 MSC INDUSTRIAL DIRECT CO INC									
7737108001		05/28/2025	070125	356693	115.94	06/28/2025	INV	PD	SURFACE CLEANER

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025									
103088 SID TOOL CO INC									
30374990		06/13/2025	070125	356694	422.76	07/13/2025	INV	PD	EQUIPMENT PAINT
CHECK DATE: 07/01/2025									
31531200		06/19/2025	070125	356694	41.20	07/19/2025	INV	PD	#117 #118 #119 TAILGATE H
CHECK DATE: 07/01/2025									
					463.96				
101356 MTI DISTRIBUTING INC #31380									
1479882-00		06/17/2025	070125	356695	177.16	07/17/2025	INV	PD	#260 LAWN DECK SCALP WHEE
CHECK DATE: 07/01/2025									
1479882-01		06/17/2025	070125	356695	20.76	07/17/2025	INV	PD	#260 LAWN DECK BOLTS
CHECK DATE: 07/01/2025									
					197.92				
101355 MTI DISTRIBUTING INC #400012									
1477437-00		06/11/2025	070125	356696	1,637.75	07/11/2025	INV	PD	IRRIGATION REPAIR PARTS
CHECK DATE: 07/01/2025									
1477437-01		06/12/2025	070125	356696	204.24	07/12/2025	INV	PD	IRRIGATION PARTS
CHECK DATE: 07/01/2025									
1477437-02		06/12/2025	070125	356696	201.44	07/12/2025	INV	PD	IRRIGATION PARTS
CHECK DATE: 07/01/2025									
1477437-03		06/18/2025	070125	356696	153.90	07/18/2025	INV	PD	LOOP IRRIGATION PARTS
CHECK DATE: 07/01/2025									
					2,197.33				
101354 MTI DISTRIBUTING INC #700767									
1478557-00		06/11/2025	070125	356697	2,132.80	07/11/2025	INV	PD	WORKMAN RADIATOR
CHECK DATE: 07/01/2025									
1479568-00		06/16/2025	070125	356697	460.91	07/16/2025	INV	PD	3500 MOWER PARTS
CHECK DATE: 07/01/2025									
1479568-01		06/17/2025	070125	356697	38.96	07/17/2025	INV	PD	3500 MOWER SPRING
CHECK DATE: 07/01/2025									
					2,632.67				
106657 MUNICIPAL ASSET MANAGEMENT INC									
01132022M43		06/17/2025	070125	356698	4,983.31	07/13/2025	INV	PD	CCC FITNESS EQUIP LEASE P

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025									
104601 MN PLAYGROUND INC									
2025231		06/11/2025	070125	356699	139,419.21	07/11/2025	INV	PD	HICKORY ST PARK EQUIPMENT
CHECK DATE: 07/01/2025									
112847 NASBY, PAUL									
39578		06/17/2025	070125	356700	86.99	07/17/2025	INV	PD	METER DEPOSIT REFUND-3200
CHECK DATE: 07/01/2025									
112106 COMMITTEE FOR DEMOCRATIC REPUBLICAN INDEPENDENT									
Jun-25		06/13/2025	061725-2	356590	4.00	06/13/2025	INV	PD	Jun-25 D.R.I.V.E. Contrib
CHECK DATE: 06/17/2025									
112105 NEI ELECTRIC INC									
23520-0021-9		04/24/2025	070125	356701	342,362.90	07/24/2025	INV	PD	Public Safety Facility-El
CHECK DATE: 07/01/2025									
102654 NORTH AMERICAN SAFETY INC									
INV97040		04/03/2025	070125	356702	215.48	06/25/2025	INV	PD	J. LEBENS INITIAL CLOTHIN
CHECK DATE: 07/01/2025									
INV98906		06/02/2025	070125	356702	238.44	07/02/2025	INV	PD	Z. LUEBKE HI VIS GEAR-CIT
CHECK DATE: 07/01/2025									
INV99189		06/10/2025	070125	356702	1,368.00	07/10/2025	INV	PD	LOCATING PAINT
CHECK DATE: 07/01/2025									
INV99463		06/19/2025	070125	356702	152.00	08/19/2025	INV	PD	SAFETY GLASSES-BLDG INSPE
CHECK DATE: 07/01/2025									
INV99476		06/19/2025	070125	356702	72.00	07/19/2025	INV	PD	SAFETY GLASSES
CHECK DATE: 07/01/2025									
INV99575		06/23/2025	070125	356702	238.44	07/23/2025	INV	PD	N. HRON HI VIS GEAR-CITY
CHECK DATE: 07/01/2025									
INV99576		06/23/2025	070125	356702	238.44	07/23/2025	INV	PD	I. MONTEITH HI VIS GEAR-C
CHECK DATE: 07/01/2025									
INV99577		06/23/2025	070125	356702	238.44	07/23/2025	INV	PD	N. HARTWIG HI VIS GEAR-CI
CHECK DATE: 07/01/2025									
INV99578		06/23/2025	070125	356702	256.44	07/23/2025	INV	PD	M. WALDACK HI VIS GEAR-CI
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					3,017.68				
101425 NORTHERN SAFETY TECHNOLOGY INC									
59564		06/17/2025	070125	356703	197.20	07/17/2025	INV	PD	#1233 LIGHT BAR OPTICOM
CHECK DATE: 07/01/2025									
112102 NORTHLAND CONCRETE & MASONRY COMPANY LLC									
23520-0021-10		04/22/2025	070125	356704	407,360.00	07/24/2025	INV	PD	Public Safety Facility-Ma
CHECK DATE: 07/01/2025									
112510 NOVACARE OUTPATIENT REHABILITATION EAST INC									
848710418		06/16/2025	070125	356705	740.00	07/16/2025	INV	PD	Pre-Employment Physical A
CHECK DATE: 07/01/2025									
101465 ON SITE SANITATION INC									
0001910712		06/24/2025	070125	356706	292.00	07/24/2025	INV	PD	Picnic with the Police Po
CHECK DATE: 07/01/2025									
112130 PETERSON BROS ROOFING & CONSTRUCTION INC									
23520-0021-4		04/24/2025	070125	356707	134,822.48	07/24/2025	INV	PD	Public Safety Facility-Ro
CHECK DATE: 07/01/2025									
112846 PHOENIX, ALEXANDRA									
33937		06/17/2025	070125	356708	55.89	07/17/2025	INV	PD	METER DEPOSIT REFUND-2082
CHECK DATE: 07/01/2025									
101530 PING INC									
17376056		02/19/2024	061725-2	356591	-37.50	07/31/2025	CRM	PD	BILLING CORRECTION-CREDIT
CHECK DATE: 06/17/2025									
18285585		05/27/2025	061725-2	356591	161.42	07/27/2025	INV	PD	RESALE
CHECK DATE: 06/17/2025									
18329441		06/16/2025	070125	356709	67.37	07/16/2025	INV	PD	SHIPPING
CHECK DATE: 07/01/2025									
					191.29				
101539 PLAISTED COMPANIES INC									
83414		06/14/2025	070125	356710	1,272.20	07/19/2025	INV	PD	TOPDRESSING SAND

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025									
112841 POTTER, LINDA									
10002493		06/17/2025	070125	356711	168.62	07/17/2025	INV	PD	CREDIT BALANCE REFUND-311
CHECK DATE: 07/01/2025									
112726 FIFIELD COMPANIES INC									
1981		06/10/2025	070125	356712	2,520.00	07/10/2025	INV	PD	PAINTING LIGHT POLES-CITY
CHECK DATE: 07/01/2025									
101557 POWER SYSTEM ENGINEERING INC									
9058834		06/17/2025	070125	356713	3,882.50	07/17/2025	INV	PD	WO#18241 CITYWIDE CAPACIT
CHECK DATE: 07/01/2025									
9059038		06/19/2025	070125	356713	1,826.50	07/19/2025	INV	PD	MISC PLANNING AND ENGINEE
CHECK DATE: 07/01/2025									
					5,709.00				
107855 STAPLES INC									
2522106		06/18/2025	070125	356714	-38.79	07/18/2025	CRM	PD	Laser White Labels for th
CHECK DATE: 07/01/2025									
44436408		06/06/2025	070125	356715	48.49	07/06/2025	INV	PD	COPY PAPER
CHECK DATE: 07/01/2025									
44581034-1		06/18/2025	070125	356714	38.79	07/18/2025	INV	PD	Labels for the Workroom a
CHECK DATE: 07/01/2025									
44581034-2		06/18/2025	070125	356714	48.79	07/18/2025	INV	PD	Copy Paper for Work Room
CHECK DATE: 07/01/2025									
					97.28				
101684 R & R SPECIALTIES OF WISCONSIN INC									
0085599-IN		06/12/2025	070125	356716	70.00	07/12/2025	INV	PD	Zamboni Blade Sharpening
CHECK DATE: 07/01/2025									
111983 REC-TECH SALES & SERVICE COMPANY									
7318		06/11/2025	070125	356717	148.16	07/11/2025	INV	PD	PULLEY'S FOR X-MARK MOWER
CHECK DATE: 07/01/2025									
111900 SCP DISTRIBUTORS LLC									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
535532		06/19/2025	070125	356718	3.78	07/19/2025	INV	PD	Parts for pool filters
CHECK DATE: 07/01/2025									
535593		06/19/2025	070125	356718	26.60	07/19/2025	INV	PD	Parts for pool filters
CHECK DATE: 07/01/2025									
					30.38				
112857 REESE GLOVER									
142051		01/13/2025	070125	356719	500.00	07/12/2025	INV	PD	Fire & Ice Saturday Night
CHECK DATE: 07/01/2025									
101631 REINDERS INC									
3408783-00		06/12/2025	070125	356720	3,828.82	07/12/2025	INV	PD	LOOP FERTILIZER
CHECK DATE: 07/01/2025									
3410312-00		06/20/2025	070125	356720	153.85	07/20/2025	INV	PD	ROUNDUP QUIKPRO HERBICIDE
CHECK DATE: 07/01/2025									
3410367-00		06/20/2025	070125	356720	231.25	07/20/2025	INV	PD	QUICKSILVER HERBICIDE
CHECK DATE: 07/01/2025									
					4,213.92				
107697 RIVERS EDGE CONCRETE LLC									
7758466		05/23/2025	070125	356721	1,267.50	06/23/2025	INV	PD	CONCRETE FOR RAMP
CHECK DATE: 07/01/2025									
109193 RJM CONSTRUCTION LLC									
2352002112		04/30/2025	070125	356722	252,292.08	07/24/2025	INV	PD	Chaska Public Safety Faci
CHECK DATE: 07/01/2025									
101673 ROCHESTER MIDLAND CORP									
INV00506768		06/05/2025	070125	356723	66.84	07/05/2025	INV	PD	FIREMAN'S PARK SERVICES
CHECK DATE: 07/01/2025									
110677 HAJOCA CORPORATION									
S021756392.001		05/28/2025	070125	356724	80.72	06/28/2025	INV	PD	WALL HYDRANT REPAIR
CHECK DATE: 07/01/2025									
S021778142.001		06/02/2025	070125	356724	63.38	07/02/2025	INV	PD	WOODFORD HOSE REPAIR KIT
CHECK DATE: 07/01/2025									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					144.10				
112845 ROSENLUND, DONNA									
10010172		06/17/2025	070125	356725	78.10	07/17/2025	INV	PD	METER DEPOSIT REFUND-1596
CHECK DATE: 07/01/2025									
112133 RTL CONSTRUCTION INC									
23520-0021-4		04/24/2025	070125	356726	361,918.79	07/24/2025	INV	PD	Public Safety Facility-Fr
CHECK DATE: 07/01/2025									
101703 SALVATION ARMY									
APRIL/25 HS		04/30/2025	070125	356727	132.62	07/12/2025	INV	PD	APR HEAT SHARE CONTRIBUTI
CHECK DATE: 07/01/2025									
MAY/25 HS		05/31/2025	070125	356727	107.38	07/12/2025	INV	PD	MAY HEAT SHARE CONTRIBUTI
CHECK DATE: 07/01/2025									
					240.00				
107219 SAFETY AND SECURITY CONSULTATION SPECIALISTS LLC									
5420		03/12/2025	070125	356728	760.00	07/17/2025	INV	PD	FIRE & RESCUE OUTSIDE TRA
CHECK DATE: 07/01/2025									
5700		06/01/2025	070125	356728	450.00	07/17/2025	INV	PD	FIRE INSTRUCTOR OUTSIDE T
CHECK DATE: 07/01/2025									
					1,210.00				
101738 SCHILLING SUPPLY COMPANY									
1009197-01		06/23/2025	070125	356729	62.47	07/23/2025	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 07/01/2025									
101744 SCOTT COUNTY TREASURER									
IN32411		06/12/2025	070125	356730	525.00	07/12/2025	INV	PD	Department Range Training
CHECK DATE: 07/01/2025									
112856 SHIRTS & SKINS BAND									
142047		06/23/2025	070125	356731	1,000.00	07/07/2025	INV	PD	Chaska Summer Concert Ser
CHECK DATE: 07/01/2025									
104827 ROHN INDUSTRIES									
0050351		06/09/2025	070125	356732	26.85	07/09/2025	INV	PD	Security Consoles

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025									
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC									
154567020-001		06/06/2025	070125	356733	92.24	07/15/2025	INV	PD	IRRIGATION SUPPLIES-PARKS
CHECK DATE: 07/01/2025									
154677666-001		06/10/2025	070125	356733	721.47	07/15/2025	INV	PD	HERBICIDE
CHECK DATE: 07/01/2025									
					813.71				
106596 SIWEK LUMBER JORDAN INC									
109374		06/11/2025	070125	356734	3,495.00	07/11/2025	INV	PD	REBAR FOR CONCRETE POUR
CHECK DATE: 07/01/2025									
107195 SOCIAL INDOOR LLC									
10176		06/10/2025	070125	356735	1,000.00	07/10/2025	INV	PD	JUN TC ADVERTISING
CHECK DATE: 07/01/2025									
112103 STANDARD IRON AND WIRE WORKS LLC									
23520-0021-12		04/30/2025	070125	356736	42,299.70	07/24/2025	INV	PD	Public Safety Facility-St
CHECK DATE: 07/01/2025									
101850 STANTEC CONSULTING SERVICES INC									
2405799		06/06/2025	070125	356737	21,619.25	07/06/2025	INV	PD	RECORD PLAN/BASE MAP UPDA
CHECK DATE: 07/01/2025									
2405802		06/06/2025	070125	356737	1,204.00	07/06/2025	INV	PD	SW COMMUNITY PARK
CHECK DATE: 07/01/2025									
2405804		06/06/2025	070125	356737	756.50	07/06/2025	INV	PD	SE COLLECTOR
CHECK DATE: 07/01/2025									
2405805		06/06/2025	070125	356737	4,445.18	07/06/2025	INV	PD	CREEK RD TRUNK SEWER PH 4
CHECK DATE: 07/01/2025									
2405806		06/06/2025	070125	356737	3,871.10	07/06/2025	INV	PD	WELLS 11 & 12, PUMPING FA
CHECK DATE: 07/01/2025									
2405807		06/06/2025	070125	356737	156.00	07/06/2025	INV	PD	ENGLER WATERMAIN IMPROVEM
CHECK DATE: 07/01/2025									
2405808		06/06/2025	070125	356737	1,830.00	07/06/2025	INV	PD	COUNTY RD 61 UTILITY IMPR
CHECK DATE: 07/01/2025									
2405809		06/06/2025	070125	356737	8,011.53	07/06/2025	INV	PD	NE COLLECTOR IN SW AREA-P

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025									
2405810		06/06/2025	070125	356737	3,817.50	07/06/2025	INV	PD	SAVANNA WAY SOUTH UTILITY
CHECK DATE: 07/01/2025									
2405811		06/06/2025	070125	356737	21,340.00	07/06/2025	INV	PD	GENERAL ENGINEERING
CHECK DATE: 07/01/2025									
2405812		06/06/2025	070125	356737	1,386.68	07/06/2025	INV	PD	BAVARIA RD TURN LNS @ SWC
CHECK DATE: 07/01/2025									
2405815		06/06/2025	070125	356737	204.00	07/06/2025	INV	PD	THE LOOP (PAR 30) GOLF CO
CHECK DATE: 07/01/2025									
2405832		06/06/2025	070125	356737	160.50	07/06/2025	INV	PD	STORMWATER REVIEW-SUITE L
CHECK DATE: 07/01/2025									
2405834		06/06/2025	070125	356737	1,408.00	07/06/2025	INV	PD	STORMWATER REVIEW-HIGHPOI
CHECK DATE: 07/01/2025									
2405837		06/06/2025	070125	356737	3,509.50	07/06/2025	INV	PD	STORMWATER REVIEW-FULTONW
CHECK DATE: 07/01/2025									
2405840		06/06/2025	070125	356737	1,830.00	07/06/2025	INV	PD	STORMWATER REVIEW-BECKMAN
CHECK DATE: 07/01/2025									
2405842		06/06/2025	070125	356737	2,286.00	07/06/2025	INV	PD	STORMWATER REVIEW-EDCO
CHECK DATE: 07/01/2025									
2405846		06/06/2025	070125	356737	1,705.30	07/06/2025	INV	PD	WELL NO 6 REHAB
CHECK DATE: 07/01/2025									
2405853		06/06/2025	070125	356737	22,666.75	07/06/2025	INV	PD	CREEK RD INDUSTRIAL ST &
CHECK DATE: 07/01/2025									
2405862		06/06/2025	070125	356737	272.50	07/06/2025	INV	PD	WELL 10 CONSTRUCTION
CHECK DATE: 07/01/2025									
					102,480.29				
101861 STATE SUPPLY COMPANY									
709774		06/02/2025	070125	356738	722.14	07/02/2025	INV	PD	Mixing valve eye wash sta
CHECK DATE: 07/01/2025									
101874 STEPP MANUFACTURING CO INC									
066619		06/19/2025	070125	356739	79.96	07/19/2025	INV	PD	#2115 NEW GASKET
CHECK DATE: 07/01/2025									
110200 STERICYCLE INC									
8011099885		06/18/2025	070125	356740	138.07	07/18/2025	INV	PD	May Shredding

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 07/01/2025									
108114 DANIEL HAERTL									
142043		06/23/2025	070125	356741	250.00	07/07/2025	INV	PD	Kids Concert 7/8
CHECK DATE: 07/01/2025									
101887 ARMOR INC									
68645		06/23/2025	070125	356742	173.57	07/23/2025	INV	PD	FLOOR DRAIN REPAIRS-PARKS
CHECK DATE: 07/01/2025									
101888 STREICHER'S INC									
CM302951		06/12/2025	070125	356743	-192.96	07/12/2025	CRM	PD	Credit - VIPS Volunteers
CHECK DATE: 07/01/2025									
I1762228		05/15/2025	070125	356743	192.96	06/30/2025	INV	PD	VIPS Volunteers Uniform's
CHECK DATE: 07/01/2025									
I1765661		06/06/2025	070125	356743	324.00	07/05/2025	INV	PD	Jensen Uniform - Initial
CHECK DATE: 07/01/2025									
I1765786		06/06/2025	070125	356743	182.95	07/05/2025	INV	PD	Jensen Uniform - Initial
CHECK DATE: 07/01/2025									
I1766849		06/12/2025	070125	356743	140.97	07/12/2025	INV	PD	VIPS Volunteers Uniforms
CHECK DATE: 07/01/2025									
I1767156		06/16/2025	070125	356743	99.99	07/16/2025	INV	PD	Jensen Uniform - Initial
CHECK DATE: 07/01/2025									
					747.91				
101892 STUART C IRBY CO									
SO14267495.002		05/29/2025	070125	356744	651.05	06/24/2025	INV	PD	MISC LINE HARDWARE (WRONG
CHECK DATE: 07/01/2025									
SO14267495.003		06/16/2025	070125	356744	-630.00	06/16/2025	CRM	PD	CREDIT/RETURN ON INV#SO14
CHECK DATE: 07/01/2025									
					21.05				
102247 SUMMIT FIRE PROTECTION CO									
23520-0021-4		04/11/2025	070125	356745	64,576.25	07/24/2025	INV	PD	Public Safety Facility-Fi
CHECK DATE: 07/01/2025									
106658 SUN CONTROL OF MINNESOTA INC									

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
60738		05/30/2025	070125	356746	280.00	06/30/2025	INV	PD	Squad 1225 - XR Window fi
CHECK DATE: 07/01/2025									
112842 SUNDEEN, ALAN T									
10011317		06/17/2025	070125	356747	32.21	07/17/2025	INV	PD	CREDIT BALANCE REFUND-110
CHECK DATE: 07/01/2025									
106847 SWANNIES GOLF APPAREL CO									
499810		06/09/2025	070125	356748	4,728.60	07/09/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
101911 SWANSON & YOUNGDALE INC									
23520-0021-7		04/21/2025	070125	356749	66,001.25	07/24/2025	INV	PD	Public Safety Facility-Ai
CHECK DATE: 07/01/2025									
101932 TAYLOR MADE GOLF CO INC									
38429971		06/16/2025	070125	356750	312.44	07/31/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
101940 TEE JAY NORTH INC									
53563		06/10/2025	070125	356751	1,323.36	07/10/2025	INV	PD	Fixed Handicap door going
CHECK DATE: 07/01/2025									
101956 HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY									
821704192603		03/01/2025	062625	356601	68.04	07/06/2025	INV	PD	MAR EMPLOYEE ASSISTANCE P
CHECK DATE: 06/26/2025									
821707445450		02/01/2025	062625	356601	67.20	07/06/2025	INV	PD	FEB EMPLOYEE ASSISTANCE P
CHECK DATE: 06/26/2025									
821707626534		04/01/2025	062625	356601	67.20	07/06/2025	INV	PD	APR EMPLOYEE ASSISTANCE P
CHECK DATE: 06/26/2025									
821707897494		06/01/2025	062625	356601	66.36	07/06/2025	INV	PD	JUN EMPLOYEE ASSISTANCE P
CHECK DATE: 06/26/2025									
821708907711		05/01/2025	062625	356601	67.20	07/06/2025	INV	PD	MAY EMPLOYEE ASSISTANCE P
CHECK DATE: 06/26/2025									
821709072581		01/01/2025	062625	356601	67.20	07/06/2025	INV	PD	JAN EMPLOYEE ASSISTANCE P
CHECK DATE: 06/26/2025									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					403.20				
112854 JOEL LARSON MUSIC LLC									
00001		03/26/2025	070125	356752	1,500.00	07/11/2025	INV	PD	Fire & Ice Friday night b
CHECK DATE: 07/01/2025									
111603 PHILKOT INC									
435521		05/31/2025	070125	356753	316.63	06/30/2025	INV	PD	Championship Banner for A
CHECK DATE: 07/01/2025									
112855 JOSEPH WALKER									
22456		02/27/2025	070125	356754	450.00	07/10/2025	INV	PD	Carver Summer Concert Ser
CHECK DATE: 07/01/2025									
101964 PMT EMBROIDERY LLC									
20266		06/23/2025	070125	356755	1,093.00	07/23/2025	INV	PD	Shirts and Rain Coats-Bld
CHECK DATE: 07/01/2025									
104908 TIMESAVER OFF SITE SECRETARIAL INC									
30586		06/13/2025	070125	356756	212.50	06/30/2025	INV	PD	Human Rights Minutes 5/22
CHECK DATE: 07/01/2025									
30587		06/13/2025	070125	356756	172.00	06/30/2025	INV	PD	Planning Minutes 6/11/202
CHECK DATE: 07/01/2025									
30630		06/13/2025	070125	356756	172.00	06/30/2025	INV	PD	Council Minutes 6/2/2025
CHECK DATE: 07/01/2025									
					556.50				
109723 TOPCON SOLUTIONS INC									
90347976		06/16/2025	070125	356757	330.00	07/16/2025	INV	PD	BlueBeam Subscription-Eng
CHECK DATE: 07/01/2025									
108084 TOUR EDGE GOLF MFG INC									
IN-01759977		06/13/2025	070125	356758	202.20	07/13/2025	INV	PD	LOOP RESALE
CHECK DATE: 07/01/2025									
101994 TRAVISMATHEW LLC									
92864269		06/06/2025	070125	356759	2,969.38	07/06/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
92884551		06/18/2025	070125	356759	42.90	07/18/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
					3,012.28				
102028 TWIN CITY WATER CLINIC INC									
21990		04/30/2025	070125	356760	200.00	06/12/2025	INV	PD	WELL #6 TESTS
CHECK DATE: 07/01/2025									
22092		05/12/2025	070125	356760	390.00	06/12/2025	INV	PD	WTP-APRIL SAMPLES
CHECK DATE: 07/01/2025									
					590.00				
110053 TX CHILD SUPPORT SDU									
PR061325-0012725283		06/13/2025	061725-2	356592	115.38	06/13/2025	INV	PD	061325 Payroll - Child Su
CHECK DATE: 06/17/2025									
102033 TYLER TECHNOLOGIES INC									
045-508024		02/28/2025	070125	356761	6,000.00	04/14/2025	INV	PD	AMI Export/Import File, D
CHECK DATE: 07/01/2025									
045-517973		04/30/2025	070125	356761	6,000.00	06/14/2025	INV	PD	AMI Programming for MyMet
CHECK DATE: 07/01/2025									
045-523226		05/31/2025	070125	356761	6,000.00	07/15/2025	INV	PD	AMI Programming for MyMet
CHECK DATE: 07/01/2025									
					18,000.00				
111955 UNREAL LLC									
INV-389997		06/16/2025	070125	356762	184.00	10/27/2025	INV	PD	RESALE
CHECK DATE: 07/01/2025									
104522 US FOODS INC									
5916360		06/18/2025	070125	356763	214.82	07/18/2025	INV	PD	MAY DISH MACHINE RENTAL
CHECK DATE: 07/01/2025									
107687 UNIVERSAL PROTECTION SERVICE LP									
17129951		05/29/2025	070125	356764	546.00	06/28/2025	INV	PD	Event Ctr Security 5/23-5
CHECK DATE: 07/01/2025									
17163076		06/05/2025	070125	356764	468.00	07/05/2025	INV	PD	Event Ctr Security 5/30-6
CHECK DATE: 07/01/2025									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					1,014.00				
112050 VALDES LAWN CARE & SNOW REMOVAL LLC									
38390		06/13/2025	070125	356765	1,120.00	07/13/2025	INV	PD	MULCH FOR PARKS
CHECK DATE: 07/01/2025									
102104 VESSCO INC									
097902		06/11/2025	070125	356766	2,192.22	07/11/2025	INV	PD	CHLORINE TRANSFER PUMP
CHECK DATE: 07/01/2025									
112759 VICTORIA REPAIR-MFG INC									
11431		05/01/2025	070125	356767	140.00	07/05/2025	INV	PD	SQUARE TUBING
CHECK DATE: 07/01/2025									
112432 MICHAEL EDWARD JOHN VILLALVA									
7036		06/23/2025	070125	356768	1,100.00	07/12/2025	INV	PD	Fire & Ice Saturday Night
CHECK DATE: 07/01/2025									
105146 ECM PUBLISHERS INC									
1052669		06/12/2025	062425	356599	116.72	07/12/2025	INV	PD	ORD DISCHARGE OF SALT
CHECK DATE: 06/24/2025									
1052670		06/12/2025	062425	356599	145.08	07/12/2025	INV	PD	OUTLET D STORM WATER PUMP
CHECK DATE: 06/24/2025									
1052671		06/12/2025	062425	356599	60.45	07/12/2025	INV	PD	CABLE TV FRANCHISE FEES
CHECK DATE: 06/24/2025									
1053579		06/19/2025	070125	356769	80.60	07/19/2025	INV	PD	AUTO PROS BLDG/LOT ADDITI
CHECK DATE: 07/01/2025									
					402.85				
102133 WAGNER PRESS & GRAPHICS									
38484		06/13/2025	070125	356770	37.00	07/13/2025	INV	PD	Business Cards - Brinkhau
CHECK DATE: 07/01/2025									
38498		06/20/2025	070125	356770	55.00	07/20/2025	INV	PD	Business Cards - C George
CHECK DATE: 07/01/2025									
38511		06/20/2025	070125	356770	190.00	07/20/2025	INV	PD	#9 ENVELOPES FOR UB
CHECK DATE: 07/01/2025									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					282.00				
102146 WATER SPECIALTY OF MINNESOTA INC									
13461		06/13/2025	070125	356771	626.65	07/13/2025	INV	PD	Pool Chemicals for Firema
CHECK DATE: 07/01/2025									
112104 WEIDNER PLUMBING & HEATING CO									
23520-0021-11		04/17/2025	070125	356772	312,160.50	07/24/2025	INV	PD	Public Safety Facility-HV
CHECK DATE: 07/01/2025									
102166 WESCO DISTRIBUTION INC									
562039	250128	06/11/2025	070125	356773	18,372.00	07/11/2025	INV	PD	50 ARRESTOR/STANDOFF UD 1
CHECK DATE: 07/01/2025									
102189 WM MUELLER & SONS									
312215		06/05/2025	070125	356774	2,125.76	07/05/2025	INV	PD	WM PATCH JONATHAN BLVD
CHECK DATE: 07/01/2025									
312438		06/10/2025	070125	356774	400.66	07/10/2025	INV	PD	CITY SQ AAA RAMP
CHECK DATE: 07/01/2025									
312582		06/12/2025	070125	356774	1,321.10	07/12/2025	INV	PD	CURB POUR PATCHES BRINKHA
CHECK DATE: 07/01/2025									
312642		06/13/2025	070125	356774	755.24	07/13/2025	INV	PD	WM LAKE HAZELTINE AND WAL
CHECK DATE: 07/01/2025									
312737		06/17/2025	070125	356774	570.47	07/17/2025	INV	PD	SCHOOL FIELDS-TOP DRESSIN
CHECK DATE: 07/01/2025									
312807		06/18/2025	070125	356774	840.85	07/18/2025	INV	PD	CURB PATCHES-BRINKHAUS
CHECK DATE: 07/01/2025									
					6,014.08				
		322 INVOICES			3,609,543.26				

** 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
100005 MINNESOTA MUNICIPAL MONEY MARKET FUND									
141983		06/18/2025	061825-2	4736	6,000,000.00	06/18/2025	DIR	PD	Xfer ONB to 4M-Cashflow
CHECK DATE: 06/18/2025									
105243 ALERUS FINANCIAL									
C173049		06/06/2025	062025	4737	127.40	06/20/2025	DIR	PD	MAY PARTCIPANT FEES
CHECK DATE: 06/20/2025									
100385 CHASKA FIRE DEPT RELIEF ASSN									
2025/5-CFDRA		06/27/2025	062725	4748	22,140.00	06/27/2025	DIR	PD	MAY-25 FIRE RELIEF ASSOC-
CHECK DATE: 06/27/2025									
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
141750		06/13/2025	061325	4730	8,725.82	06/13/2025	DIR	PD	061325 Payroll - HCSP Con
CHECK DATE: 06/13/2025									
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
141751		06/13/2025	061325	4731	4,758.53	06/13/2025	DIR	PD	061325 Payroll - MNDCP Co
CHECK DATE: 06/13/2025									
110382 ENTERPRISE FM TRUST									
FBN5357890		06/05/2025	062025-1	4739	13,332.73	06/20/2025	DIR	PD	JUN FLEET LEASES
CHECK DATE: 06/20/2025									
100927 INTERNAL REVENUE SERVICE									
141744		06/13/2025	061325	4724	187,901.83	06/13/2025	DIR	PD	061325 Payroll - SS, Medi
CHECK DATE: 06/13/2025									
101346 MINNESOTA COMMISSIONER OF REVENUE									
2025/0531-CC		05/31/2025	062325-2	4742	13,356.11	06/23/2025	DIR	PD	MAY-25 CARVER CTY TRANSIT
CHECK DATE: 06/23/2025									
2025/0531-HOUSING		05/31/2025	062325-2	4743	6,666.95	06/23/2025	DIR	PD	MAY-25 METRO HOUSING SALE
CHECK DATE: 06/23/2025									
2025/0531-SLS/UB		05/31/2025	062325-2	4740	183,005.76	06/23/2025	DIR	PD	MAY-25 GEN/UB SALES TAX
CHECK DATE: 06/23/2025									
2025/0531-TRANSPORT		05/31/2025	062325-2	4744	19,969.76	06/23/2025	DIR	PD	MAY-25 METRO TRANSPORTATI

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 06/23/2025									
2025/0531-USE		05/31/2025	062325-2	4741	5,630.33	06/23/2025	DIR	PD	MAY-25 USE TAX
CHECK DATE: 06/23/2025									
					228,628.91				
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES									
141745		06/13/2025	061325	4725	37,262.75	06/13/2025	DIR	PD	061325 Payroll - MN State
CHECK DATE: 06/13/2025									
101249 MINNESOTA MUNICIPAL POWER AGENCY									
4313		06/03/2025	062025	4738	3,240,588.24	06/20/2025	DIR	PD	MAY ELECTRIC DUE
CHECK DATE: 06/20/2025									
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
141746		06/13/2025	061325	4726	17,252.69	06/13/2025	DIR	PD	061325 Payroll - 457 Cont
CHECK DATE: 06/13/2025									
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
141749		06/13/2025	061325	4729	10,250.86	06/13/2025	DIR	PD	061325 Payroll - Roth Con
CHECK DATE: 06/13/2025									
104668 OPTUM BANK INC									
141748		06/13/2025	061325	4728	24,493.32	06/13/2025	DIR	PD	061325 Payroll - HSA Cont
CHECK DATE: 06/13/2025									
101498 PCARD									
2025/0612-PC		06/12/2025		4734	131,582.29	06/17/2025	DIR	PD	JUN 2025 PCARD PURCHASES
CHECK DATE: 06/17/2025									
109689 PLANSOURCE BENEFITS ADMINISTRATION INC									
JUN-25		05/24/2025	062425-2	4746	6,075.62	06/24/2025	DIR	PD	JUN INS PREM-LTD/CI/ACC
CHECK DATE: 06/24/2025									
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION									
141747		06/13/2025	061325	4727	135,159.53	06/13/2025	DIR	PD	061325 Payroll - PERA Con
CHECK DATE: 06/13/2025									

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110788 WEX HEALTH INC									
0002174008-IN		05/31/2025	062525	4747	394.00	06/25/2025	DIR	PD	MAY VEBA/FSA PARTICIPANT
CHECK DATE: 06/25/2025									
20250613-FSA		06/13/2025	061725-3	4732	90.00	06/17/2025	DIR	PD	6/17/25 FSA Reimb-Healthc
CHECK DATE: 06/17/2025									
20250614-FSA		06/14/2025	061725-3	4733	981.00	06/17/2025	DIR	PD	6/17/25 FSA Reimb-Healthc
CHECK DATE: 06/17/2025									
20250617-FSA		06/17/2025	061825	4735	208.34	06/18/2025	DIR	PD	6/18/25 FSA Reimb-Depende
CHECK DATE: 06/18/2025									
20250621-FSA		06/21/2025	062425-2	4745	41.14	06/24/2025	DIR	PD	6/24/25 FSA Reimb-Healthc
CHECK DATE: 06/24/2025									
					1,714.48				
		25 INVOICES			10,069,995.00				

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

Biweekly Report

June 30, 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 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 starting at 5:30 to go over two topics. The first topic will be our first look at our budget process for the upcoming 2026 Budget year, with the second topic being to look at our new MSB campus to show you the plans that have been developed to date and what the initial financials of the project are looking like. Following the work session, we will have a regular Council meeting where we will be addressing the Backyard Chicken ordinance among a few other smaller items.

July 7th: No planned Council meeting or Work Session

July 21st: We are anticipating that we will have a Work Session prior to the Council meeting to discuss the City Square West Redevelopment Site. We will also have a regular meeting that night with items coming from the Planning Commission for consideration.

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 will be happening over the next couple of weeks:

- Work on the interior of the building continues to be moving along very quickly. We will be doing the rough in inspection of one section of the interior of the Police Department on June 30th, with a rough-in inspection of other areas of the Police Department scheduled for July 10th. Once these rough-in inspections occur, the contractor is then able to move forward with installing drywall and ceiling materials to start finishing off the space. We are still looking like the beginning of December when the building will be complete

Municipal Services Building
We now have narrowed down the concept plans to one preferred plan that we are working from. At the same time, we have put together a conceptual plan for how we would reutilize the old building/site when we move into our new complex and work to get pricing on the work that would need to occur there.

With a preferred concept plan being identified, we were then able to get cost estimates for what RJM thinks it will cost to construct this building. Our initial estimates appear to fall within the range for what we planned for and would be able to afford the debt service without any additional dollars.

As I mentioned previously, we plan on bringing the concept plan and cost estimates to you at our work session on June 30th. This will give you an opportunity to provide any comments you have on either and make sure that you feel Staff is moving in the right direction with the design of this new facility.

If there are any questions on either of these projects, please just let me know.

REGIONAL BIKE TRAIL COMPLETED
As you may have noticed driving through downtown, over the past couple of weeks the new regional bike trail through downtown Chaska was completed. The last work items that needed to be completed were the installation of the bridge over the old East Creek Channel (across 61 from Arby's), the pavement of the trail for the approaches to the bridge, the completion of the pedestrian ramps coming off of the trail at Hickory Street (to cross the road) and the striping of the trail to be consistent with the other sections of the Minnesota Valley Regional Trail system. All these items have been completed, and the trail is fully open to users, and we have been receiving positive feedback from users. Currently, we are working with Carver County to coordinate an official ribbon cutting for the opening of the trail. As soon as we have more information about when this will occur, we will be getting this information over to you.

In the meantime, if you have any questions, please let me know.

ENGLER CONSTRUCTION PROJECT UPDATES
As you have seen, work has now shifted in the project with the contractor now working on the Highway 41 and White Oak Roundabouts along with the section of road in between. Besides the normal challenges we have when closures occur with getting people to start using different routes, the biggest challenge we have had is with the School District shutting down the internal road on the Middle School/La Academia campus to cut-through traffic. As I am sure you are aware, even in normal situations this area is used as a cut-through for many different groups, including the neighborhood just north of the Community Center, and for patrons of the Community Center itself. We were not expecting this closure to occur, with it happening after the first day of traffic trying to cut through the site when they realized Highway 41 was closed. While this is inconvenient, people have figured out how to get into this neighborhood and the Community Center during this stage of construction. However, we are very concerned about what this could look like when the Park Ridge intersection closes, as this could bring all traffic to the CCC and neighborhood to the north down the residential street on the north side of the Community Center. We anticipate that this could be overwhelming for those residents, and we

are looking for solutions to this. We will let you know as things unfold with this. The other comment we have received from several residents is that they would like to see the temporary stop light reinstalled at the Bavaria/Hundertmark Intersection. Most of these comments come from people who tend to use Bavaria frequently traveling to the north. On the flip side, people who normally utilize Hundertmark (which is a higher volume of traffic) have been glad to see these stop lights removed, as it did make travel down Hundertmark more inefficient over the past couple of months. Unfortunately, while it is understood that coming north on Bavaria to the Hundertmark intersection is challenging (especially when turning west) the temporary stop lights are not a good long-term solution. We have done studies in the past to explore how to correct this issue, with all options significantly impacting the Jonathan Sledding Hill to the north and the "Friendship Trees" that are planted at the corner of north Bavaria and Hundertmark. While we are not suggesting a solution at this time, I did want to make you aware that we were receiving this feedback.

If you have any questions, please just let me know.

10-YEAR CURLING AND EVENT CENTER ANNIVERSARY

It is hard to believe but coming up in December we will be celebrating the 10-year anniversary of our Curling and Event Center, along with the renovation of Fireman's Park. Currently, we are starting to plan for this milestone, looking at creating events throughout the year (starting in December) to commemorate this significant milestone. One thing that we are currently doing is designing a Curling Patch/Logo to recognize this anniversary, we are planning for a reception to formally celebrate the anniversary, and we are looking at creating a special bonspiel during the winter season to bring others into the community to celebrate with us. At the same time, we are currently working with the Crooked Pint as their lease does expire at the end of 10 years, with the option to renew again for two 5-year terms. We're going to be using this opportunity to see what is working right and what could be improved to kick off our next 10 years with things that make our customers' experience even better.

As more details on events come up, I will make sure to let you know.

TOP 200 WORKPLACES AWARD

A couple of weeks ago, I let you know that the City of Chaska once again was named to the Star Tribune's Top 200 workplaces in the State of Minnesota. This was our 6th time on this list! Since this time, a group of employees was able to go down to the luncheon where they present these awards and where we were able to find out exactly where we made it on the list. I am happy to say that we made it at #43 for mid-sized businesses. This is very similar to where we have been in the past. And probably even more significant than that was when they were doing their presentation on the survey and showing what great comments they received from employees taking the survey-they used a quote from a City of Chaska employee to illustrate how good the comments were. This was the second year in a row that it was a City of Chaska employee's comment that was used during the program! Everyone at the table was excited to see this.

Now that we are done with the celebrating, we are not getting down to the real work of why we do this survey to begin with-so that we can get annual feedback from our employees on what they are thinking, helping us understand what they think is going great and areas they think we

could improve. We go through these results with every department head so that it isn't just generic information from across the City that they have to work with, but it is information specific to their department. I think this is invaluable information to have, as it helps us understand where we could use improvement and also what motivates people to be here. We will be meeting with each department head through the month of July to make sure this information gets to the right people.

If you have any questions about this, please let me know.

MINNESOTA MUNICIPAL POWER AGENCY ANNUAL MEETING

As you likely know, the City of Chaska is part of an agency of 12 communities that work to provide wholesale electric power to each of our communities (MMPA). Currently, I am Chairperson of the MMPA Board and represent Chaska as a voting member to the Board. Our Electric Director, Pete Wyffels is our alternate member who votes when I am unable to attend a meeting. Each year the agency has an annual meeting which is meant to help educate our Elected Officials (both City Council members from each community and Legislators) about how the past year has went and what we can expect to see as we move into the future. It is not only a great time to network with other member communities, but also to get educated about what the agency is doing on behalf of all its members.

If you have not already, you should receive an invitation in the mail to attend the Annual Meeting for this year, which will start at 5:00 pm at Canterbury Park in Shakopee. As part of the evening, there will be a reception and dinner, along with a presentation from Avant Energy who acts as the Agency's Staff for all work related to MMPA.

If you are available to attend, I would highly recommend it-especially if you are new. It is very informative, and I think it helps as we think about the planning of our own system here in Chaska. When you receive the reservation, please just RSVP. If you do not see an invitation come your way, please let me know and I'll make sure you get one.

If you have any questions, please let me know.

KPMG PGA WOMEN'S CHAMPIONSHIP

While most are aware that we have the Ryder Cup coming to Hazeltine in 2029, many do not know that we will have another major event in Chaska next summer, which is the KPMG PGA Women's Championship. This will be the second time this event will be at Hazeltine, with the first event being a big success.

As part of these golf tournaments, the City's main role is in planning for and executing security and public safety services for the event. Our Public Safety team does plan on starting meetings for this event in July and will likely meet monthly until the event in the summer of 2026.

If you have any questions about this, please do not hesitate to ask.

UPCOMING EVENTS:

Below are some upcoming community events that I wanted to make you aware of should you want to attend:

- Pride Celebration: To celebrate Pride month, the Human Rights Commission will have an event this coming Saturday, June 21 at McKnight Park from 3-6 pm. There will be many activities, food and music
- Picnic with Police: Wednesday June 25 at 5 pm in Fireman's Park (new location)
- July 4th: Jonathan Association will have their normal events during the morning at the Karen House. At 10 pm the City will have a fireworks show at McKnight Park.
- 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

City of Chaska
Memorandum

To: Administration, Mayor, and City Council

From: Lisa Nelson, Controller

Date: June 27, 2025

RE: Financial Reports – Year-To-Date (YTD) Ending April 30, 2025

FINACIAL REPORTS

Attached are year-to-date financial reports as of April 30, 2025.

Each fund includes the adopted budget compared to YTD actuals and the resulting variance.

Prior year revenues and expenditures/expenses are reported to allow comparisons of current year and prior year activity.

These draft reports include the following revenues and expenditures/expenses as of the report date:

- YTD revenue receipted by the City.
- YTD revenue from invoices issued by the City.
- YTD payroll expenditures.
- YTD vendor payments that:
    1) were previously approved by the City Council, or
    2) are pending approval by the Council at the June 30th meeting.

These draft reports do not include the following revenues and expenditures/expenses:

- General investment earnings revenue
- Depreciation and amortization expense (recorded at year-end)

GENERAL FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
REVENUES:					
Property Taxes *	$ 15,797,690	$ -	$ (15,797,690)	0%	$ -
Franchise Fees (Cable TV & Gas)	780,000	-	(780,000)	0%	-
Licenses	220,549	134,957	(85,592)	61%	142,149
Permits:					
Building	1,326,260	677,170	(649,090)	51%	715,573
Other Permits	58,207	124,000	65,793	213%	33,103
Intergovernmental:					
Federal	-	4,983	4,983		-
State	1,151,286	124,867	(1,026,419)	11%	122,758
Regional, County, School & Local	175,100	41,987	(133,113)	24%	38,485
Charges For Services:					
General Government	6,449,179	1,882,329	(4,566,850)	29%	1,998,894
Public Safety	50,329	2,826	(47,503)	6%	2,927
Public Works, Admin and Streets	16,081	25,652	9,571	160%	15,524
Parks & Recreation and Park Maint.	683,783	167,608	(516,175)	25%	138,520
Fines And Forfeitures	43,000	16,987	(26,013)	40%	16,141
Investment Earnings	25,000	(8,924)	(33,924)	-36%	-
Other Revenue	202,983	48,105	(154,878)	24%	62,057
TOTAL REVENUES	26,979,447	3,242,547	(23,736,900)	12%	3,286,131
EXPENDITURES:					
General Government:					
Mayor & Council	200,221	76,118	124,103	38%	50,778
Communications	356,235	94,519	261,716	27%	95,092
Administration	1,040,195	323,171	717,024	31%	309,566
Human Resources	611,045	195,768	415,277	32%	166,029
Elections	-	7,139	(7,139)		14,068
Finance/Admin Services	2,197,986	868,110	1,329,876	39%	766,095
Information Services & Fiber Sys.	1,527,659	468,010	1,059,649	31%	361,029
Legal - City Attorney	145,000	57,058	87,942	39%	36,675
Community Development	588,387	188,460	399,927	32%	178,625
Engineering	739,858	224,488	515,370	30%	191,914
Government Buildings	227,666	72,167	155,499	32%	60,986
Facility Maintenance	838,262	239,720	598,542	29%	193,626
Total General Government	8,472,514	2,814,728	5,657,786	33%	2,424,483
Public Safety:					
Police	7,236,187	2,230,155	5,006,032	31%	2,163,538
Fire	3,253,537	915,054	2,338,483	28%	837,389
Building Inspections (Comm.Dev)	922,198	273,131	649,067	30%	294,995
Civil Defense	5,872	148	5,724	3%	148
Total Public Safety	11,417,794	3,418,488	7,999,306	30%	3,296,070
Public Works:					
Administration	479,228	150,014	329,214	31%	141,822
Streets & Alleys	2,222,304	418,691	1,803,613	19%	387,948
Snow Removal	382,119	135,059	247,060	35%	133,358
Signs	12,070	7,980	4,090	66%	7,409
Municipal Services/Building	410,129	209,338	200,791	51%	57,691
Tree Maintenance	86,239	27,598	58,641	32%	26,080
Total Public Works	3,592,089	948,680	2,643,409	26%	754,308
Parks & Recreation:					
Administration	804,648	220,845	583,803	27%	212,764
Community Events	208,789	46,033	162,756	22%	40,642
Programs (Youth/Teen/Adult/Sr.)	798,599	213,315	585,284	27%	199,070
Beach/Firemen's Park	110,374	3,184	107,190	3%	3,469
Hockey & Skating Rinks	5,542	7,091	(1,549)	128%	2,170
Park Maintenance	1,698,447	452,122	1,246,325	27%	404,379
Total Parks & Recreation	3,626,399	942,590	2,683,809	26%	862,494
Unallocated	300,000	-	300,000	0%	-
Debt Service	250,205	52,460	197,745	21%	55,458
TOTAL EXPENDITURES	27,659,001	8,176,946	19,482,055	30%	7,392,813
OTHER FINANCING SOURCES (USES):					
Transfers In	5,227,000	1,486,770	(3,740,230)	28%	1,426,660
Transfers Out	(4,547,446)	-	4,547,446	0%	(355,000)
NET TRANSFERS	679,554	1,486,770	807,216		1,071,660
NET CHANGE IN FUND BALANCES	$ -	$ (3,447,629)	$ (3,447,629)		$ (3,035,022)

* Tax settlements are received from Carver County in June/July and December.

MOUNT PLEASANT MAINTENANCE FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
REVENUES:					
Property Taxes *	$ 6,000	$ -	$ (6,000)	0%	$ -
Charges For Services/Lot Sales	2,400	750	(1,650)	31%	2,500
Investment Earnings	300	-	(300)	0%	-
TOTAL REVENUES	8,700	750	(7,950)	9%	2,500
EXPENDITURES:					
Current:					
Public Works:					
Professional Services And Charges	13,500	-	13,500	0%	150
NET CHANGE IN FUND BALANCES	$ (4,800)	$ 750	$ 5,550		$ 2,350

* Tax settlements are received from Carver County in June/July and December.

ECONOMIC DEVELOPMENT AUTHORITY (EDA) FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 04/30/25 AND 04/30/24

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	% RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
REVENUES:					
Property Taxes *	$ 231,440	$ -	$ (231,440)	0%	$ -
Charges For Services	345,345	115,115	(230,230)	33%	109,632
Special Assessments	40,000	-	(40,000)	0%	-
Investment Earnings (Charges)	(5,400)	-	5,400	0%	-
Other Revenue	34,800	-	(34,800)		-
TOTAL REVENUES	646,185	115,115	(531,070)	18%	109,632
EXPENDITURES:					
Current:					
Administration:					
Professional Services	40,609	3,818	36,791	9%	560
Other Charges and Special Events	491,692	147,900	343,792	30%	154,100
Economic Development Projects/Programs:					
Professional Services	61,923	29,050	32,873		29,050
Other Charges and Special Events	29,921	-	29,921	0%	-
TOTAL EXPENDITURES	624,145	180,768	443,377	29%	183,710
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	22,040	(65,653)	(87,693)		(74,078)
OTHER FINANCING SOURCES (USES):					
Sale of Land	-	-	-		399,827
NET CHANGE IN FUND BALANCES	$ 22,040	$ (65,653)	$ (87,693)		$ 325,749

* Tax settlements are received from Carver County in June/July and December.

EQUIPMENT ACQUISITION FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE PERIODS ENDING 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
REVENUES:					
Property Taxes *	$ 4,405,717	$ -	$ (4,405,717)	0%	$ -
Charges For Services	30,500	-	(30,500)	0%	-
Interest Earnings	-	262,080	262,080		233,912
Leases (tower)	150,500	-	(150,500)	0%	-
Other Revenue	-	-	-		7,800
TOTAL REVENUES	4,586,717	262,080	(4,324,637)	6%	241,712
EXPENDITURES:					
Current:					
General Government	10,000	13,561	(3,561)	136%	45,533
Public Safety	-	66,694	(66,694)		13,385
Debt Service:					
Issuance Costs & Fiscal Agent Fees	257,000	-	257,000		-
Capital Outlay:					
Furniture And Equipment					
Communications	30,500	33,839	(3,339)	111%	-
Administration	-	-	-		12,230
Information Technology	218,000	56,795	161,205	26%	-
Police	18,500	-	18,500		98,714
Fire	-	36,953	(36,953)		76,967
Public Works	1,306,000	505,112	800,888	39%	148,877
TOTAL EXPENDITURES	1,840,000	712,954	1,127,046	39%	395,706
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	2,746,717	(450,874)	(3,197,591)		(153,994)
OTHER FINANCING SOURCES (USES):					
Transfers In	76,000	-	(76,000)	0%	-
Transfers Out	(4,125,100)	-	4,125,100	0%	(216,093)
Bonds Issued	1,310,000	-	(1,310,000)	0%	-
Leases Issued	-	-	-		99,288
Sale of Capital Assets	-	-	-		7,650
TOTAL OTHER FINANCING SOURCES (USES)	(2,739,100)	-	2,739,100		(109,155)
NET CHANGE IN FUND BALANCES	$ 7,617	$ (450,874)	$ (458,491)		$ (263,149)

* Tax settlements are received from Carver County in June/July and December.

ELECTRIC FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 04/30/2025 AND 04/30/24

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED / EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Residential & Senior Sales	$ 11,219,000	$ 3,269,348	$ (7,949,652)	29%	$ 3,104,440
Commercial Sales	1,270,000	434,805	(835,195)	34%	371,643
Industrial Sales	35,764,000	9,585,867	(26,178,133)	27%	9,593,020
Other Charges and Sales	3,523,700	3,812,233	288,533	108%	4,112,733
TOTAL OPERATING REVENUES	51,776,700	17,102,253	(34,674,447)	33%	17,181,836
OPERATING EXPENSES:					
Purchased Power	29,722,000	10,704,583	19,017,417	36%	10,674,329
Distribution:					
Personnel Services	2,720,800	740,331	1,980,469	27%	600,408
Supplies, Services & Other Charges	1,033,189	418,750	614,439	41%	280,381
Administration:					
Personnel Services	415,719	143,111	272,608	34%	131,907
Supplies, Services & Other Charges	3,917,919	1,339,073	2,578,846	34%	1,264,164
Utility Billing:					
Personnel Services	416,232	126,791	289,441	30%	118,571
Supplies, Services & Other Charges	420,957	115,592	305,365	27%	83,735
Conservation Programs	302,678	177,940	124,738	59%	115,805
Capital Outlay *	3,810,000	1,100,202	2,709,798	29%	326,888
TOTAL OPERATING EXPENSES	42,759,494	14,866,373	27,893,121	35%	13,596,188
OPERATING INCOME	9,017,206	2,235,880	(6,781,326)		3,585,648
NON-OPERATING REVENUES:					
Investment Earnings	26,900	-	(26,900)	0%	12,266
Intergovernmental	-	95	95		10
TOTAL NON-OPERATING REVENUES	26,900	95	(26,805)		12,276
NON-OPERATING EXPENSES:					
Debt Service	720,050	107,587	612,463	15%	116,136
Debt Service - Agent Fees	1,000	-	1,000	0%	500
TOTAL NON-OPERATING EXPENSES	721,050	107,587	613,463	15%	116,636
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	8,323,056	2,128,388	(6,194,668)		3,481,288
CAPITAL CONTRIBUTIONS	-	504,436	504,436		358,858
TRANSFERS IN (OUT):					
Transfers Out	(8,314,100)	(1,486,770)	6,827,330	18%	(1,452,600)
CHANGE IN NET POSITION	$ 8,956	$ 1,146,054	$ 1,137,098		$ 2,387,546

* Includes costs for automated metering system

WATER FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION

FOR THE PERIOD ENDED 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Residential Sales	$ 1,948,300	$ 393,684	$ (1,554,616)	20%	$ 353,469
Commercial Sales	1,478,900	286,156	(1,192,744)	19%	281,186
Industrial Sales	749,500	276,093	(473,407)	37%	260,581
Other Sales & Charges	947,140	386,677	(560,463)	41%	349,415
TOTAL OPERATING REVENUES	5,123,840	1,342,610	(3,781,230)	26%	1,244,651
OPERATING EXPENSES:					
Pumping	404,709	118,475	286,234	29%	104,405
Treatment	569,598	143,358	426,240	25%	142,365
Distribution:					
Personnel Services	784,855	240,378	544,477	31%	176,957
Supplies, Services & Other Charges	366,054	76,592	289,462	21%	61,974
Administration:					
Personnel Services	156,144	47,669	108,475	31%	44,006
Supplies, Services & Other Charges	803,126	262,845	540,281	33%	249,382
Utility Billing:					
Personnel Services	75,521	22,641	52,880	30%	21,173
Supplies, Services & Other Charges	91,854	19,586	72,268	21%	20,774
Capital Outlay *	11,354,000	683,822	10,670,178	6%	210,471
TOTAL OPERATING EXPENSES	14,605,861	1,615,366	12,990,495	11%	1,031,507
OPERATING INCOME (LOSS)	(9,482,021)	(272,756)	9,209,265	3%	213,144
NON-OPERATING REVENUES:					
Investment Earnings	17,700	-	(17,700)	0%	-
Intergovernmental	-	-	-		8
Lease - Bountiful Basket	32,800	-	(32,800)	0%	-
Bond Proceeds	11,000,000	-	(11,000,000)	0%	-
TOTAL NON-OPERATING REVENUES	11,050,500	-	(11,050,500)	0%	8
NON-OPERATING EXPENSES:					
Debt Service	1,170,375	250,580	919,795	21%	256,375
Issuance Costs & Fiscal Agent Fees	1,000	-	1,000	0%	75
Old Wtr Trmt Plant/Bountiful Basket	1,944	373	1,571	19%	586
TOTAL NON-OPERATING EXPENSES	1,173,319	250,953	922,366	21%	257,036
INCOME (LOSS) BEFORE TRANSFERS	395,160	(523,709)	(918,869)		(43,884)
TRANSFERS IN (OUT):					
Transfers In	408,000	-	(408,000)	0%	-
Transfers (Out)	(398,400)	-	398,400	0%	-
NET TRANSFERS IN (OUT)	9,600	-	(9,600)		-
CHANGE IN NET POSITION	$ 404,760	$ (523,709)	$ (928,469)		$ (43,884)

*** Capital Outlay includes expenses for the new metering system that have been reimbursed with 2023 Bond Proceeds**

SEWER FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION

FOR THE PERIODS ENDING 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Residential Sales	$ 2,490,900	$ 836,373	$ (1,654,527)	34%	$ 790,665
Commercial Sales	1,716,200	568,090	(1,148,110)	33%	552,140
Industrial Sales	2,038,800	611,309	(1,427,491)	30%	598,984
Other Sales & Charges	1,775,350	622,226	(1,153,124)	35%	550,632
TOTAL OPERATING REVENUE	8,021,250	2,637,998	(5,383,252)	33%	2,492,421
OPERATING EXPENSES:					
Pumping	31,770	10,212	21,558	32%	5,519
Treatment (Met Council)	3,973,648	1,655,687	2,317,961	42%	1,737,529
Collection:					
Personnel Services	757,680	238,560	519,120	31%	176,069
Supplies, Services & Other Charges	136,505	73,778	62,727	54%	23,286
Administration:					
Personnel Services	156,141	47,669	108,472	31%	44,006
Supplies, Services & Other Charges	784,769	260,484	524,285	33%	246,257
Utility Billing:					
Personnel Services	74,327	22,641	51,686	30%	21,173
Supplies, Services & Other Charges	72,203	19,486	52,717	27%	20,058
Capital Outlay *	618,000	419,217	198,783	68%	37,958
TOTAL OPERATING EXPENSES	6,605,043	2,747,734	3,857,309	42%	2,311,855
OPERATING INCOME (LOSS)	1,416,207	(109,736)	(1,525,943)		180,566
NON-OPERATING REVENUES:					
Investment Earnings	6,700	-	(6,700)	0%	-
Intergovernmental	-	83	83		14
TOTAL NON-OPERATING REVENUES	6,700	83	(6,617)	1%	14
NON-OPERATING EXPENSES:					
Debt Service	576,200	378,521	197,679	66%	320,620
Issuance Costs & Fiscal Agent Fees	1,000	-	1,000	0%	275
TOTAL NON-OPERATING EXPENSES	577,200	378,521	198,679		320,895
INCOME (LOSS) BEFORE TRANSFERS	845,707	(488,174)	(1,333,881)		(140,315)
TRANSFERS IN (OUT):					
Transfers (Out)	(491,400)	-	491,400	0%	-
CHANGE IN NET POSITION	$ 354,307	$ (488,174)	$ (842,481)		$ (140,315)

***** **Capital Outlay includes expenses for the new metering system that have been reimbursed with 2023 Bond Proceeds**

CHASKA COMMUNITY CENTER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Admissions	$ 351,180	$ 156,803	$ (194,377)	45%	$ 114,524
Memberships	1,348,738	488,291	(860,447)	36%	435,744
Rentals	1,109,484	456,694	(652,790)	41%	422,815
Charges for Services/Lessons	466,999	121,356	(345,643)	26%	130,175
Other Revenue	395,955	18,712	(377,243)	5%	37,953
TOTAL OPERATING REVENUE	3,672,356	1,241,856	(2,430,500)	34%	1,141,211
OPERATING EXPENSES:					
Personnel Services	2,608,186	821,961	1,786,225	32%	757,743
Operating Supplies	252,206	84,276	167,930	33%	71,807
Professional & Other Services	1,015,726	303,515	712,211	30%	267,459
Other Charges	574,319	123,882	450,437	22%	128,617
Capital Outlay	133,000	103,110	29,890	78%	79,408
TOTAL OPERATING EXPENSES	4,583,437	1,436,744	3,146,693	31%	1,305,034
OPERATING INCOME (LOSS)	(911,081)	(194,888)	716,193		(163,823)
NON-OPERATING REVENUES:					
Investment Earnings (Charges)	(50,800)	3,137	53,937	-6%	5,001
Sale of Capital Assets	-	-	-		3,893
TOTAL NON-OPERATING REVENUES	(50,800)	3,137	53,937	-6%	8,894
NON-OPERATING EXPENSES:					
Debt Service	569,230	2,211	567,019	0%	3,986
Issuance Costs & Fiscal Agent Fees	4,000	-	4,000	0%	1,700
TOTAL NON-OPERATING EXPENSES	573,230	2,211	571,019	0%	5,686
INCOME (LOSS) BEFORE TRANSFERS	(1,535,111)	(193,962)	1,341,149		(160,615)
TRANSFERS IN (OUT):					
Transfers In	1,535,111	-	(1,535,111)	0%	-
CHANGE IN NET POSITION	$ -	$ (193,962)	$ (193,962)		$ (160,615)

THE LOOP AT CHASKA

REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIOD ENDED 04/30/2025 AND 04/30/24

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Green Fees	$ 519,500	$ 68,274	$ (451,226)	13%	$ 17,148
Cart Rental	16,000	1,316	(14,684)	8%	-
Merchandise & Other Sales	35,000	509	(34,491)	1%	98
TOTAL OPERATING REVENUES	570,500	70,099	(500,401)		17,246
OPERATING EXPENSES:					
Golf - Maintenance Dept:					
Personnel Services	225,016	64,087	160,929	28%	27,527
Supplies, Services & Other Charges	52,332	21,798	30,534	42%	16,575
Golf - Club House:					
Personnel Services	192,028	23,312	168,716	12%	23,297
Supplies, Services & Other Charges	54,133	19,552	34,581	36%	21,403
Merchandise for Resale	15,000	6,052	8,948	40%	11,429
Capital Outlay - Golf Course Improvements	10,000	-	10,000	0%	4,750
Capital Outlay - Equipment	-	-	-		237,648
TOTAL OPERATING EXPENSES	548,509	134,801	413,708		342,629
OPERATING INCOME (LOSS)	21,991	(64,702)	(86,693)		(325,383)
NON-OPERATING REVENUES:					
Investment Earnings (Charges)	500	-	(500)	0%	-
Gain on Disposal of Capital Assets	-	-	-		13,306
TOTAL NON-OPERATING REVENUES	500	-	(500)		13,306
NON-OPERATING EXPENSES:					
Debt Service	249,800	2,394	247,406	1%	1,488
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(227,309)	(67,096)	160,213		(313,565)
CAPITAL CONTRIBUTIONS	10,000	-	(10,000)	0%	-
TRANSFERS IN (OUT):					
Transfers In	244,000	-	(244,000)	0%	-
CHANGE IN NET POSITION	$ 26,691	$ (67,096)	$ (93,787)		$ (313,565)

CHASKA TOWN COURSE FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIOD ENDED 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2025
OPERATING REVENUES:					
Green Fees	$ 2,002,000	$ 246,955	$ (1,755,045)	12%	$ 208,475
Driving Range	185,000	36,621	(148,379)	20%	26,918
Golf Rentals	401,000	29,936	(371,064)	7%	21,950
Merchandise	400,000	68,568	(331,432)	17%	86,408
Other Sales	219,000	109,494	(109,506)	50%	105,903
TOTAL OPERATING REVENUE	3,207,000	491,574	(2,715,426)	15%	449,654
OPERATING EXPENSES:					
Golf - Maintenance Dept:					
Personnel Services	845,978	184,915	661,063	22%	182,524
Supplies, Services & Other Charges	355,038	126,370	228,668	36%	176,611
Golf - Club House:					
Personnel Services	720,171	148,364	571,807	21%	139,032
Supplies, Services & Other Charges	566,647	107,773	458,874	19%	118,119
Merchandise for Resale	250,000	245,291	4,709	98%	239,109
Capital Outlay	372,000	73,610	298,390	20%	20,875
TOTAL OPERATING EXPENSES	3,109,834	886,323	2,223,511	29%	876,270
OPERATING INCOME (LOSS)	97,166	(394,749)	(491,915)		(426,616)
NON-OPERATING REVENUES:					
Investment Earnings	6,000	-	(6,000)	0%	-
Bond Proceeds	207,000	-	(207,000)	0%	-
TOTAL NON-OPERATING REVENUES	213,000	-	(213,000)		-
NON-OPERATING EXPENSES:					
Debt Service	310,100	59,934	250,166	19%	144,918
CHANGE IN NET POSITION	$ 66	$ (454,683)	$ (454,749)		$ (571,534)

TURBINE GENERATOR FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION

FOR THE PERIOD ENDED 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Lease Revenue *	$ 2,486,184	$ 849,460	$ (1,636,724)	34%	$ 849,460
OPERATING EXPENSES:					
Professional Services	108,000	163,040	(55,040)	151%	141,675
Other Charges	226,895	113,448	113,447	50%	56,942
TOTAL OPERATING EXPENSES	334,895	276,488	58,407	83%	198,617
OPERATING INCOME	2,151,289	572,972	(1,578,317)		650,843
NON-OPERATING REVENUES:					
Investment Earnings	-	3,250	3,250		4,884
Lease interest	-	4,620	4,620		2,778
Interfund Loan Payments	104,219	-	(104,219)	0%	-
TOTAL NON-OPERATING REVENUES	104,219	7,870	(96,349)	8%	7,662
NON-OPERATING EXPENSES:					
Debt Service	2,076,750	263,375	1,813,375	13%	300,250
Issuance Costs & Fiscal Agent Fees	4,500	-	4,500	0%	-
TOTAL NON-OPERATING EXPENSES	2,081,250	263,375	1,817,875	13%	300,250
CHANGE IN NET POSITION	$ 174,258	$ 317,467	$ 143,209		$ 358,255

* Lease Revenue includes payments applied to lease receivable

STORM WATER FUND

REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Residential Sales	$ 1,335,000	$ 456,763	$ (878,237)	34%	$ 423,463
Industrial Sales	967,000	318,710	(648,290)	33%	307,576
All Other Receipts	3,000	2,330	(670)	78%	2,176
TOTAL OPERATING REVENUE	2,305,000	777,803	(1,527,197)	34%	733,215
OPERATING EXPENSES:					
Collections:					
Personnel Services	372,344	118,973	253,371	32%	54,509
Supplies, Services & Other Charges	287,450	82,969	204,481	29%	40,924
Administration:					
Personnel Services	250,376	76,347	174,029	30%	69,890
Supplies, Services & Other Charges	476,879	159,551	317,328	33%	148,562
Utility Billing:					
Personnel Services	29,732	9,054	20,678	30%	8,469
Supplies, Services & Other Charges	87,094	20,451	66,643	23%	20,910
Capital Outlay	277,000	93,944	183,056	34%	13,677
TOTAL OPERATING EXPENSES	1,780,875	561,289	1,219,586	32%	356,941
OPERATING INCOME	524,125	216,514	(307,611)		376,274
NON-OPERATING REVENUES:					
Investment Earnings	6,500	-	(6,500)	0%	-
NON-OPERATING EXPENSES:					
Debt Service	326,100	235,581	90,519	72%	198,362
Issuance Costs & Fiscal Agent Fees	500	-	500	0%	200
TOTAL NON-OPERATING EXPENSES	326,600	235,581	91,019	72%	198,562
INCOME BEFORE TRANSFERS	204,025	(19,067)	(223,092)		177,712
TRANSFERS IN (OUT):					
Transfers In	250,500	-	(250,500)	0%	-
Transfers (Out)	(369,300)	-	369,300	0%	-
NET TRANSFERS IN (OUT)	(118,800)	-	118,800		-
CHANGE IN NET POSITION	$ 85,225	$ (19,067)	$ (104,292)		$ 177,712

CHASKA CURLING AND EVENT CENTER FUND
REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE PERIODS ENDING 04/30/2025 AND 04/30/2024

	2025			PERCENT OF BUDGET	2024
	BUDGET	ACTUAL AS OF 4/30/2025	VARIANCE WITH BUDGET	RECEIVED/ EXPENDED	ACTUAL AS OF 4/30/2024
OPERATING REVENUES:					
Memberships	$ 157,000	$ 55,864	$ (101,136)	36%	$ 50,425
Rentals	200,500	52,878	(147,622)	26%	49,110
Lessons	239,000	97,759	(141,241)	41%	102,973
Leagues	185,400	13,483	(171,917)	7%	2,160
Leases	402,000	106,347	(295,653)	26%	95,841
Other Revenue	51,359	10,867	(40,492)	21%	12,952
TOTAL OPERATING REVENUES	1,235,259	337,198	(898,061)	27%	313,461
OPERATING EXPENSES:					
Administration:					
Personnel Services	471,153	137,619	333,534	29%	140,288
Supplies, Services & Other Charges	472,257	122,110	350,147	26%	124,144
Event Center:					
Personnel Services	15,052	3,870	11,182	26%	2,630
Supplies, Services & Other Charges	21,754	13,440	8,314	62%	6,655
Curling Center:					
Personnel Services	225,320	80,027	145,293	36%	73,565
Supplies, Services & Other Charges	99,758	42,663	57,095	43%	51,238
Crooked Pint	67,725	17,222	50,503	25%	10,425
Capital Outlay	30,000	260	29,740	1%	-
TOTAL OPERATING EXPENSES	1,403,019	417,211	985,808	30%	408,945
OPERATING INCOME (LOSS)	(167,760)	(80,013)	87,747		(95,484)
NON-OPERATING REVENUES:					
Investment Earnings (Charges)	(12,000)	17,466	29,466	-146%	21,348
NON-OPERATING EXPENSES:					
Debt Service	1,579,117	1,321,239	257,878	312%	1,299,469
Issuance Costs & Fiscal Agent Fees	1,600	3,400	(1,800)	213%	3,200
TOTAL NON-OPERATING EXPENSES	1,580,717	1,324,639	256,078	311%	1,302,669
INCOME (LOSS) BEFORE TRANSFERS	(1,760,477)	(1,387,186)	373,291		(1,376,805)
TRANSFERS IN (OUT):					
Transfers In	1,802,500	1,320,500	(482,000)	73%	1,300,000
CHANGE IN NET POSITION	$ 42,023	$ (66,686)	$ (108,709)		$ (76,805)

CITY OF CHASKA
MEMORANDUM

TO: **Mayor and City Council Members**
Matt Podhradsky, City Administrator

FROM: **Noel Graczyk, Administrative Service Director**

DATE: **Monday June 30, 2025**

RE: **Investment Report for First Quarter 2025**

This investment report covers the three-month period ending March 31, 2025, and provides an overview of all City investment activity. This report is based on preliminary financial records that have not yet been reviewed by the City's independent auditor.

City investments are managed with an emphasis on the safety and security of the invested principal. These two objectives are intended to reduce the risk of loss of principal. Additional investment objectives include liquidity for overall City cash-flow needs, marketability of securities held by the City, and return on investment.

Investments are placed both externally and through interfund loans made between City funds. Interfund loans provide funding resources for City activities that have been previously committed or completed by the City. The total of all City investments as of the end of the reporting period is $98.0 million and consists of the following internal and external positions.

External Deposits and Investments	$	87,683,545.13
Internal Funding - Interfund Loans		10,351,112.47
Total All City Investments:	**$**	**98,034,657.60**

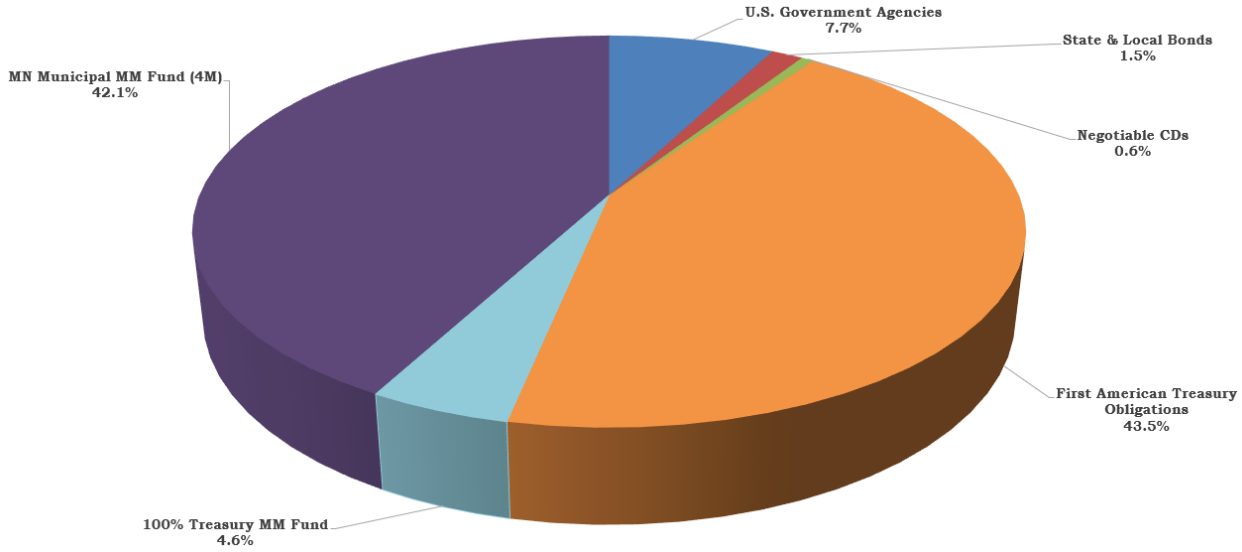
The $49.1 million in external deposits and investments have been placed using various securities. To reduce credit risk (the risk of principal not being returned) investment positions are placed in securities with high quality credit ratings. Most securities also have active secondary markets, providing liquidity.

To reduce interest rate risk (the loss of value due to changes in interest rates) investments are placed using money market type funds or are invested in securities with a final maturity of less than five (5) years. Many securities with a final maturity greater than two (2) years out include a call provision.

The following table and chart summarize the type of investments in which the City holds a position and the associated risk levels.

City of Chaska
Cash & Investments
March 31, 2025

	Credit Risk		Interest Risk - Maturity Duration in Years			
	Rating	Agency	Less Than 1 (<3/31/26)	1 to 5 (04/01/26 -03/31/31)	More than 5 (>3/31/31)	Total
U.S. Government Agencies	Aaa	Moody's	$ 6,479,891.30	$ -	$ -	$ 6,479,891.30
State & Local Bonds	AA+	S&P	244,247.85	988,590.00	-	1,232,837.85
Negotiable CD's	N.R.	N.R.	488,468.75	-	-	488,468.75
Investments in Mutual Funds & Money Markets						
First American Treasury Obligations	AAAm	S&P	N/A	N/A	N/A	36,648,818.85
100% Treasury MM Fund	AAAmm	S&P	N/A	N/A	N/A	3,901,447.45
MN Municipal MM Fund (4M & 4M Plus)	N.R.	N.R.	N/A	N/A	N/A	35,441,189.68
Total Investments:			**$ 7,212,607.90**	**$ 988,590.00**	**$ -**	**$ 84,192,653.88**
			Unclassified Demand Deposits:			3,627,844.26
			Total Deposits and Investments at Book Value:			**$ 87,820,498.14**
			Net Adjustment for Checks and (Deposits) in Transit:			(136,953.01)
			Deposits and Investments:			**$ 87,683,545.13**



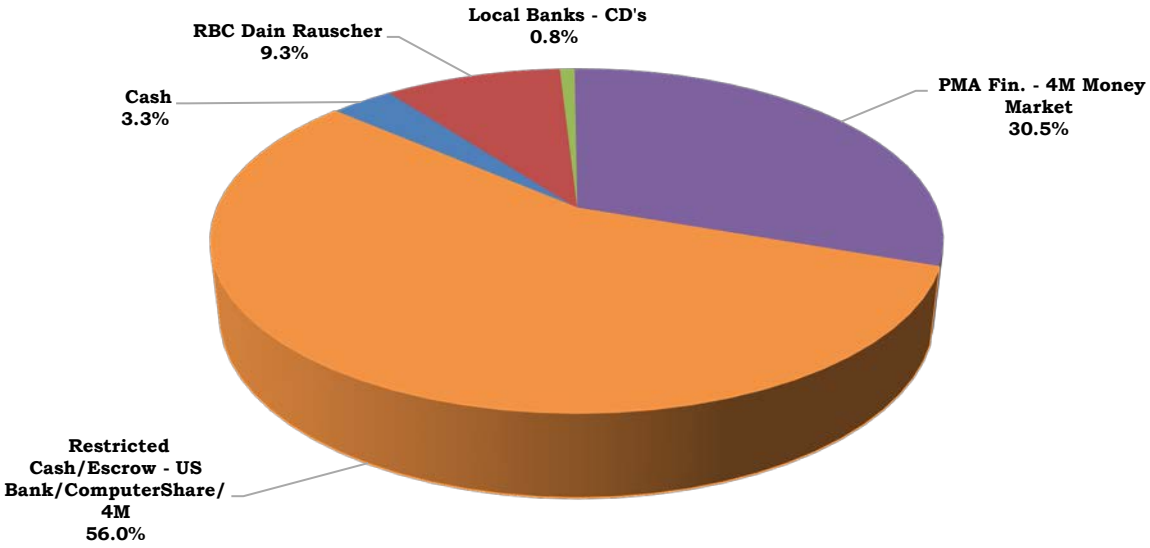
Deposits and investments are placed using local banks, escrow agents and investment brokers. The City practice is to deposit up to $250,000 in certificates of deposits (CDs) with banks that maintain a local branch office within the City. These deposits are fully insured by the FDIC. Deposits with a local bank more than the FDIC limit of $250,000 are fully collateralized by the bank pledging to a third party, on behalf of the City, securities that ensure the safety of City deposits.

Investments placed through an escrow agent invest bond proceeds held for future project activity or that have been pledged for future bond refunding payments. Bond proceeds held by escrow agents are invested in money market mutual funds, guaranteed investment contracts (GIC), commercial paper, or U.S. government agencies. All four (4) types of securities provide a high level of liquidity to meet payment demands.

Third party investment dealers are used to gain access to money market type funds or direct placement of securities. The following table and chart summarize the third parties used by the City to place investments.

City of Chaska
Cash & Investments by Source
1Q/2025

Cash - Reconciled	$	2,940,828.51
Investments		
RBC Dain Rauscher	$	8,201,197.90
Security Bank-CD		225,000.00
Nicolet Bank-CD		237,015.75
Old National Bank-CD		135,000.00
Bank Vista-CD		90,000.00
PMA Fin. - 4M Money Market		26,797,070.49
Restricted Cash / Escrow		
US Bank	$	36,648,818.85
ComputerShare		3,901,447.45
PMA Fin. - 4M Money Market		8,644,119.19
Total Cash & Invesments by Source:	**$**	**87,820,498.14**



The managed investment portfolio is the portion of the deposits and investments that City staff invest, as needed, on an ongoing basis. The managed investments portfolio is what remains after deducting deposits and investments that have been restricted.

The managed investment portfolio at $35.7 million is determined as follows.

External Deposits and Investments	$	87,683,545.13
Less Invested Bond Proceeds		(8,644,119.19)
Less Required Cash in Escrow		(40,550,266.30)
Total Managed Cash & Investments:	**$**	**38,489,159.64**
Less Cash in Deposit Accounts	**$**	**(2,803,875.50)**
Total Managed Investments:	**$**	**35,685,284.14**

The investment portfolio generated earnings for the period of $404,623.64, which is $21,646.49 less than the prior quarter. The portfolio also saw an increase in fair value of $60,353.35, which is $42,358.90 more than the prior quarter. The overall earnings and changes in fair value are summarized in the following table.

City of Chaska
General Investments
3/31/2025

	1/1/2024 3/31/2024	4/1/2024 6/30/2024	7/1/2024 9/30/2024	9/30/2024 12/31/2024	1/1/2025 3/31/2025
Beginning Fair Value	$ 37,718,637.53	$ 33,176,676.35	$ 35,865,866.87	$ 36,527,492.69	$ 40,203,774.48
Beginning Weighted Avg Mat.	8.7 Months	8.1 Months	6.3 Months	5.3 Months	4.5 Months
Ending Fair Value	$ 33,176,676.35	$ 35,865,866.87	$ 36,527,492.69	$ 40,203,774.48	$ 35,685,284.14
Earnings for Period	438,670.38	347,015.32	500,271.90	426,270.13	404,623.64
Change in Fair Value for Period	34,650.95	63,442.25	200,496.45	17,994.45	60,353.35
Year to Date Earnings	438,670.38	785,685.70	1,285,957.60	1,712,227.73	404,623.64
Year to Date Change Fair Value	34,650.95	98,093.20	298,589.65	316,584.10	60,353.35
Ending Weighted Avg Mat.	8.1 Months	6.3 Months	5.3 Months	4.5 Months	4.3 Months

The current holdings in the portfolios produced the following yield results.

Current Holdings	3/31/24	6/30/24	9/30/24	12/31/24	3/31/25
Average Yield	2.19%	2.28%	2.39%	2.32%	2.09%
Current Yield	4.00%	3.94%	3.99%	3.91%	3.70%
Yield to Maturity	2.79%	2.81%	3.09%	3.28%	3.20%

The average yield is the estimated average yield of all investments in the portfolio. The current yield is an estimated weighted average based on the principal size of each investment in the portfolio. The yield to maturity is an estimate of the overall portfolio yield if all items in the portfolio are held to final maturity.

The following table is a detailed listing of all deposits and investments held by the City.

City of Chaska
Cash & Investments by Source
1Q/2025

Bank/Dealer	Investment		Fair Market 1Q/2025	Estimated Yield
Restricted Cash and Investments				
Invested Bond Proceeds				
PMA Financial	Money Market Account (4M)	$	8,644,119.19	4.289%
Total Invested Bond Proceeds:		**$**	**8,644,119.19**	
Required Escrow Accounts				
US Bank	First American Treasury Obligations		955,064.09	
US Bank	First American Treasury Obligations		-	
US Bank	First American Treasury Obligations		317,732.97	
US Bank	First American Treasury Obligations		109,342.65	
US Bank	First American Treasury Obligations		11,719.86	
US Bank	First American Treasury Obligations		1,528.67	
US Bank	First American Treasury Obligations		406.58	
US Bank	First American Treasury Obligations		98.27	
US Bank	First American Treasury Obligations		239,937.87	
US Bank	First American Treasury Obligations		34,922,021.70	
US Bank	First American Treasury Obligations		90,966.19	
ComputerShare	Escrow invested in Money Market		3,901,447.45	
Total Required Escrow Accounts:		**$**	**40,550,266.30**	
Total Restricted Cash and Investments:		**$**	**49,194,385.49**	
General Cash and Investments				
Investments				
PMA Financial	Money Market Account (4M)	$	17,836,933.18	4.289%
PMA Financial	Money Market Account (4MPlus)		8,960,137.31	4.317%
RBC	State & Local Bonds		1,232,837.85	0.40% - 4.40%
RBC	U.S. Government Agencies		6,479,891.30	4.05% - 4.90%
RBC	Negotiable CD's		488,468.75	3.300%
Local Banks	CDs		687,015.75	0.40% - 5.26%
Total General Investments:		**$**	**35,685,284.14**	
Deposits				
OldNationalBank	Demand Deposit	**$**	**2,803,875.50**	4.19%
Total General Cash and Investments:		**$**	**38,489,159.64**	
	TOTAL CASH AND INVESTMENTS:	**$**	**87,683,545.13**	

This report has been prepared with the assistance of Lisa Nelson, Controller, and Drew Carlson, Accountant, who work with me on an ongoing basis to manage overall City deposits and investments.

Please contact me if I may be of any assistance in your review of this report.