**AGENDA**
**CHANHASSEN CITY COUNCIL**
**MONDAY, AUGUST 31, 2026**
**CITY COUNCIL CHAMBERS, 7700 MARKET BOULEVARD**

## A. 6:00 P.M. - WORK SESSION

**Note:** Unless otherwise noted, work sessions are held in the Training Room in the lower level of City Hall and are open to the public. If the City Council does not complete the work session items in the time allotted, the remaining items will be considered after the regular agenda. **Public comment is not allowed at the work session.**

**A.1** Review early draft of 2027 General Fund Budget & Levy

**A.2** Fire Department Planning Series Session 1: Fire Department Staffing and Structure

**A.3** Review Employee Survey Results

**A.4** Future Work Session Schedule

## B. 7:00 P.M. - CALL TO ORDER (Pledge of Allegiance)

## C. PUBLIC ANNOUNCEMENTS

**C.1** Presentation of Certificates of Appreciation to Outgoing Youth Commissioners

## D. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine by the city council and will be considered as one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately. City council action is based on the staff recommendation for each item. Refer to the council packet for each staff report.

**D.1** Approve City Council Meeting Minutes dated August 10, 2026

**D.2** Approve City Council Work Session Meeting Minutes dated August 10, 2026

**D.3** Receive Commission on Aging Minutes dated June 12, 2026

**D.4** Approve Claims Paid dated August 31, 2026

**D.5** Appoint Youth Commissioners

**D.6** RecTrac Park and Recreation Software Services Agreement

**D.7** Approve an Encroachment Agreement between the City of Chanhassen and the property owner at 282 Lakeview Road East (Lot 3, Block 2, Reflections At Lake Riley 2nd Addition)

**D.8** 2026 Trail and Parking Lot Improvement Project

**D.9** Water Meter Reading Collector at Power Hill Park

**D.10** Approve the Reassignment of a Site Plan Agreement for the Construction of a 12-unit and a 16-unit Apartment located at 621 Santa Vera Drive

**D.11** Approve Construction Materials Testing Agreement for the Chanhassen Community Center project

**D.12** Award Design and Construction Administration Services Contract for the 2026 Stormwater Pond Maintenance Project

**D.13** Approve Agreement with Westwood Community Church for Fire Training at The Hope House

**D.14** Resolution 2026-XX: Call Public Improvement Hearing for the 2027 Lake Riley Blvd Reconstruction Project. City Project No. 27-02

## E. VISITOR PRESENTATIONS

Visitor Presentations requesting a response or action from the City Council must complete and submit the Citizen Action Request Form (see VISITOR GUIDELINES at the end of this agenda).

**E.1** Balakrishna Chintaginjala Citizen Action Request

## F. FIRE DEPARTMENT/LAW ENFORCEMENT UPDATE

## G. PUBLIC HEARINGS

**G.1** This Public Hearing is Canceled - Resolution 2026-XX: Accept Feasibility Study, Conduct Public Improvement Hearing, and Authorize Preparation of Plans and Specifications for the 8850 & 8900 Audubon Road Sewer Extension.

## H. GENERAL BUSINESS

## I. COUNCIL PRESENTATIONS

## J. ADMINISTRATIVE PRESENTATIONS

## K. CORRESPONDENCE DISCUSSION

**K.1** Thank You from St. Louis Park

**K.2** Letter from Chanhassen to Met Council regarding Proposed Amendment to its Transportation Policy Plan

**K.3** Letter from Representative Tom Emmer - Support for Fire and Emergency Response (SAFER) Grant Program

## L. ADJOURNMENT

### *GUIDELINES FOR VISITOR PRESENTATIONS*

Welcome to the Chanhassen City Council Meeting. In the interest of open communications, the Chanhassen City Council wishes to provide an opportunity for the public to address the City Council. That opportunity is provided at every regular City Council meeting during Visitor Presentations.

- Anyone seeking a response or action from the City Council following their presentation is required to complete and submit a Citizen Action Request Form. An online form is available at https://www.chanhassenmn.gov/action or paper forms are available in the city council chambers prior to the meeting.

- A total of thirty minutes is alloted for Visitor Presentations. Priority is given to Chanhassen residents. An additional thirty minutes may be provided after General Business items are complete at the discretion of the City Council.

- Anyone indicating a desire to speak during Visitor Presentations will be acknowledged by the Mayor. When called upon to speak, state your name, address, and topic. All remarks shall be addressed to the City Council as a whole, not to any specific member(s) or to any person who is not a member of the City Council.

- If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.

- Limit your comments to five minutes. Additional time may be granted at the discretion of the Mayor. If you have written comments, provide a copy to the Council. Comments may also be emailed to the City Council at council@chanhassenmn.gov.

- During Visitor Presentations, the Council and staff listen to comments and will not engage in discussion. Council members or the City Manager may ask questions of you in order to gain a thorough understanding of your concern, suggestion or request.

- Please be aware that disrespectful comments or comments of a personal nature, directed at an individual either by name or inference, will not be allowed. Personnel concerns should be directed to the City Manager.

Members of the City Council and some staff members may gather at Tequila Butcher, 590 West 79th Street in Chanhassen immediately after the meeting for a purely social event. All members of the public are welcome.

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Review early draft of 2027 General Fund Budget & Levy | |
| **File No.** | | **Item No:** A.1 |
| **Agenda Section** | **6:00 P.M. - WORK SESSION** | |
| **Prepared By** | Kelly Grinnell, Finance Director | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>Discuss | |
| **Motion Type** | N/A |
| **Strategic Priority** | Financial Sustainability |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

Budget Presentation for Work Session

# City of Chanhassen Preliminary Discussion -2027 Levy & Budget

August 31, 2026

# Discussion Items

- 2027 General Fund Budget
- 2027 Other Funds & CIP
- Pay 2027 Property Tax Levy
  - Impact on Various Properties
- Next Steps



# Preliminary 2027 General Fund Budget

## Wages & Benefits

- Current union contract -> 2028, contract provides for minimum 3% COLA ↑ in 2027 and 2028, same COLA applies to non-union employees
- Step increase of 3% for eligible employees
- Market wage study  completed in 2026 – resulted in addition of Step 10 and pay reclassification for positions below 90% of benchmarks
- Health insurance – 20% increase for 2027
    - Have $100K in assigned fund balance for large premium increase (recommend saving for 2027 budget) – may still be short in budget if insurance increases is greater than 32%
- Total FTE count – up by 5 – 1 for Custodian (swap for contractual services line item) and 4 Firefighters (subject to SAFER grant award)
- Current projection is 6.7% overall increase from 2026 wages and benefits - $9.239M to $9.854M

# Preliminary 2027 General Fund Budget

## Other Items

- Sheriff's Contract – 7.0% ↑, or $194,161
- Utility expenses for new Civic Campus up $48,000 – projections based on conservative estimates – we do not have a full year history of usage with the solar panels to forecast
- Addition of Civic Campus Park Building – expenses for staffing, concessions, utilities, and other expenses, adds $24,400 to operating expenses ($14,974 in wages and benefits)
- Legal services up $15,000 and county assessor contract up $28,000
- Street maintenance up $63,000 for added sealcoating, pavement marking, and contract patching – part of street maintenance planning process
- Others – yard waste expense $40,700 (plus Saturday staffing), park and rec software (offset by reduced fees)
- Total for non-wage/benefit expenditures up 6.3% from 2026 budget - $7.685M to $8.135M

# Preliminary 2027 General Fund Budget

## Expenditures by Function

| Function | 2026 Budget | 2027 Preliminary | $ Increase | % Increase |
|---|---|---|---|---|
| General Government | $3,794,197 | $3,637,348 | $-156,849 | -4.1% |
| Public Safety | $6,161,781 | $6,752,947 | $591,166 | 9.6% |
| Public Works | $3,154,505 | $3,317,810 | $163,305 | 5.2% |
| Parks & Recreation | $3,054,420 | $3,287,460 | $233,040 | 7.6% |
| Community Development | $759,367 | $994,183 | $234,816 | 30.9% |
| Total Expenditures | $16,924,270 | $17,989,748 | $1,065,478 | 6.3% |

# Preliminary 2027 General Fund Budget

## Revenues by Type

| Function | 2026 Budget | 2027 Preliminary | $ Increase | % Increase |
|---|---|---|---|---|
| Property Tax | $12,574,000 | $13,112,000 | $538,000 | 4.3% |
| Cable Franchise Fees | $125,000 | $115,000 | $-10,000 | -8.0% |
| Licenses & Permits | $1,733,700 | $2,132,125 | $398,425 | 23.0% |
| Fines & Penalties | $75,000 | $75,000 | $0 | 0.0% |
| Intergovernmental | $627,370 | $673,370 | $46,000 | 7.3% |
| Charges for Service | $666,900 | $784,000 | $117,100 | 17.6% |
| Investment Income | $325,000 | $375,000 | $50,000 | 15.4% |
| Other Income | $387,300 | $393,700 | $6,400 | 1.7% |
| Transfers In | $410,000 | $331,000 | $-79,000 | -19.3% |
| Total Revenues | $16,924,270 | $17,991,195 | $1,066,925 | 6.3% |

# Preliminary 2027 General Fund Budget

General Fund Budget currently balanced

***Request council feedback on:***

1. Hiring of 4 FT Firefighters assuming SAFER grant awarded – further discussion at work session from Chief Heger
2. Use of assigned fund balance for 2027 special election, health insurance premiums

# Outlook for Other Funds

## Special Revenue Funds

- No property tax levies
- Transferring $331K from Grants Fund to General Fund – use of Public Safety aid (last of three-year planned use)

## Debt Service Funds

- Property tax levies for 2 funds in 2027 – PW Facility & Civic Campus
- Chanhassen Comm Center bonds levy expected to start in 2028

## Capital Funds

- Fleet & Equipment – Fire Engine in 2029
- Facilities
- Pavement Management Program
- Transportation Infrastructure Management (TIM)
- Do not expect significant change from last year's projections
- CIP will be updated to include 2031 (staff working on adding projections through 2036)

## Utility Funds

- Budget work begins in fall
- Will update projections from Utility Rate Study
- Expect to continue with planned rate increases

# Property Tax Levy Projection

| | Fund | 2025 Adopted | 2026 Adopted | 2027 Projected | 2028 Projected | 2029 Projected | 2030 Projected | 2031 Projected |
|---|---|---|---|---|---|---|---|---|
| | General | $ 12,090,000 | $ 12,574,000 | $ 13,112,000 | $ 13,635,000 | $ 14,179,000 | $ 14,746,000 | $ 15,336,000 |
| Capital Project Funds | Fleet & Equipment | $ 705,000 | $ 725,000 | $ 750,000 | $ 820,000 | $ 900,000 | $ 950,000 | $ 1,100,000 |
| | Facilities | $ 170,000 | $ 170,000 | $ 177,000 | $ 215,000 | $ 224,000 | $ 233,000 | $ 240,000 |
| | Pavement Management Program | $ 1,000,000 | $ 820,000 | $ 1,040,000 | $ 1,082,000 | $ 1,125,000 | $ 1,170,000 | $ 1,220,000 |
| | Transportation Infrastructure Mgmt | $ 240,000 | $ 240,000 | $ 250,000 | $ 260,000 | $ 270,000 | $ 281,000 | $ 290,000 |
| | Park Renovation | $ 100,000 | $ 110,000 | $ 120,000 | $ 130,000 | $ 230,000 | $ 340,000 | $ 450,000 |
| Debt Service Funds | Public Works Facility Debt | $ 190,000 | $ 369,000 | $ 451,000 | $ 497,000 | $ 410,000 | $ - | $ - |
| | Civic Campus Debt | $ 875,000 | $ 1,430,000 | $ 1,700,000 | $ 1,700,000 | $ 1,700,000 | $ 2,160,000 | $ 2,280,000 |
| | Chan Bluffs Comm Center Debt | $ - | $ - | $ - | $ 400,000 | $ 900,000 | $ 1,500,000 | $ 1,500,000 |
| | **TOTAL ALL FUNDS** | **$ 15,370,000** | **$ 16,438,000** | **$ 17,600,000** | **$ 18,739,000** | **$ 19,938,000** | **$ 21,380,000** | **$ 22,416,000** |
| | **$ Levy Increase from Prior Year** | **$ 915,000** | **$ 1,068,000** | **$ 1,162,000** | **$ 1,139,000** | **$ 1,199,000** | **$ 1,442,000** | **$ 1,036,000** |
| | **% Levy Increase from Prior Year** | **6.3%** | **6.9%** | **7.1%** | **6.5%** | **6.4%** | **7.2%** | **4.8%** |

# Market Values for Taxes Payable in 2027

- Total market value of all properties in city is almost $7 Billion, up about $400M
- New construction added $156M in tax base
- Increased value in existing properties added $240M in tax base
- Combined increase of 6.04%, compared to 5.14% in 2025, 2.25% in 2024

| Assessment Summary | Residential | Commercial/ Industrial | Apartment | Agricultural | Total |
|---|---|---|---|---|---|
| 2026 EMV | $5,800,661,100 | $785,150,000 | $300,217,100 | $47,815,400 | $6,933,843,600 |
| 2025 EMV | $5,559,121,800 | $739,472,700 | $188,296,100 | $51,733,000 | $6,538,623,600 |
| **Total Value Change** | **$241,539,300** | **$45,677,300** | **$111,921,000** | **($3,917,600)** | **$395,220,000** |
| New Construction | $26,473,600 | $40,648,900 | $87,563,600 | $978,200 | $155,664,300 |
| Market Change | $215,065,700 | $5,028,400 | $24,357,400 | ($4,895,800) | $239,555,700 |
| % New Construction | 0.48% | 5.50% | 46.50% | 1.89% | 2.38% |
| % Market Change | 3.87% | 0.68% | 12.94% | -9.46% | 3.66% |
| **2026 Total % Change** | **4.34%** | **6.18%** | **59.44%** | **-7.57%** | **6.04%** |
| 2025 Total % Change | 5.33% | 4.94% | -2.57% | 19.20% | 5.14% |

# Property Tax Impact on Residential

| Sample Home | Tax Year | Scenario | Estimated Market Value | Value Increase | Value % | Tax Rate | City Tax | City Tax % Inc | Annual Increase | Monthly Increase |
|---|---|---|---|---|---|---|---|---|---|---|
| Home A | 2024 | Adopted 7.4% Levy Inc. | $ 356,464 | $ 7,024 | 2.01% | 20.94% | $ 736 | 6.0% | $ 42 | $ 3.47 |
| | 2025 | Adopted 6.3% Levy Inc. | $ 360,278 | $ 3,814 | 1.07% | 21.74% | $ 753 | 2.3% | $ 17 | $ 1.41 |
| | 2026 | Adopted 6.9% Levy Inc. | $ 376,599 | $ 16,321 | 4.53% | 22.04% | $ 802 | 6.6% | $ 50 | $ 4.13 |
| | 2027 | Prelim 7.1% Levy Inc. | $ 391,173 | $ 14,574 | 3.87% | 22.55% | $ 856 | 6.8% | $ 54 | $ 4.52 |
| Home B | 2024 | Adopted 7.4% Levy Inc. | $ 594,106 | $ 11,706 | 2.01% | 20.94% | $ 1,293 | 6.2% | $ 76 | $ 6.30 |
| | 2025 | Adopted 6.3% Levy Inc. | $ 600,463 | $ 6,357 | 1.07% | 21.74% | $ 1,360 | 5.2% | $ 67 | $ 5.56 |
| | 2026 | Adopted 6.9% Levy Inc. | $ 627,664 | $ 27,201 | 4.53% | 22.04% | $ 1,454 | 6.9% | $ 94 | $ 7.81 |
| | 2027 | Prelim 7.1% Levy Inc. | $ 651,954 | $ 24,291 | 3.87% | 22.55% | $ 1,556 | 7.0% | $ 102 | $ 8.49 |
| Home C | 2024 | Adopted 7.4% Levy Inc. | $ 831,749 | $ 16,389 | 2.01% | 20.94% | $ 1,915 | 6.1% | $ 109 | $ 9.12 |
| | 2025 | Adopted 6.3% Levy Inc. | $ 840,649 | $ 8,900 | 1.07% | 21.74% | $ 2,013 | 5.1% | $ 97 | $ 8.11 |
| | 2026 | Adopted 6.9% Levy Inc. | $ 878,730 | $ 38,081 | 4.53% | 22.04% | $ 2,145 | 6.6% | $ 133 | $ 11.06 |
| | 2027 | Prelim 7.1% Levy Inc. | $ 912,737 | $ 34,007 | 3.87% | 22.55% | $ 2,291 | 6.8% | $ 145 | $ 12.10 |
| Home D | 2024 | Adopted 7.4% Levy Inc. | $ 1,069,391 | $ 21,071 | 2.01% | 20.94% | $ 2,537 | 6.0% | $ 143 | $ 11.95 |
| | 2025 | Adopted 6.3% Levy Inc. | $ 1,080,833 | $ 11,442 | 1.07% | 21.74% | $ 2,665 | 5.0% | $ 128 | $ 10.67 |
| | 2026 | Adopted 6.9% Levy Inc. | $ 1,129,795 | $ 48,962 | 4.53% | 22.04% | $ 2,837 | 6.4% | $ 172 | $ 14.31 |
| | 2027 | Prelim 7.1% Levy Inc. | $ 1,173,518 | $ 43,723 | 3.87% | 22.55% | $ 3,026 | 6.6% | $ 188 | $ 15.71 |
| Home E | 2024 | Adopted 7.4% Levy Inc. | $ 1,307,034 | $ 25,754 | 2.01% | 20.94% | $ 3,159 | 5.9% | $ 177 | $ 14.78 |
| | 2025 | Adopted 6.3% Levy Inc. | $ 1,321,019 | $ 13,985 | 1.07% | 21.74% | $ 3,318 | 5.0% | $ 159 | $ 13.23 |
| | 2026 | Adopted 6.9% Levy Inc. | $ 1,380,861 | $ 59,842 | 4.53% | 22.04% | $ 3,529 | 6.3% | $ 211 | $ 17.55 |
| | 2027 | Prelim 7.1% Levy Inc. | $ 1,434,301 | $ 53,439 | 3.87% | 22.55% | $ 3,761 | 6.6% | $ 232 | $ 19.32 |

# Property Tax Impact on Commercial

| Commercial/ Industrial Property Owner | Tax Year | Scenario | Estimated Market Value | Value Increase | Value % Inc | Tax Rate | City Tax | City Tax % Inc | Annual Increase | Monthly Increase/ (Decrease) |
|---|---|---|---|---|---|---|---|---|---|---|
| Taxpayer 1 | 2024 | Adopted 7.4% Levy Inc. | $ 1,155,409 | $ 79,409 | 7.38% | 20.94% | $ 2,763 | 12.1% | $ 299 | $ 24.89 |
| | 2025 | Adopted 6.3% Levy Inc. | $ 1,215,028 | $ 59,619 | 5.16% | 21.74% | $ 3,030 | 9.7% | $ 268 | $ 22.30 |
| | 2026 | Adopted 6.9% Levy Inc. | $ 1,218,187 | $ 3,159 | 0.26% | 22.04% | $ 3,081 | 1.7% | $ 51 | $ 4.21 |
| | 2027 | Prelim 7.1% Levy Inc. | $ 1,226,471 | $ 8,284 | 0.68% | 22.55% | $ 3,175 | 3.1% | $ 95 | $ 7.89 |
| Taxpayer 2 | 2024 | Adopted 7.4% Levy Inc. | $ 5,777,044 | $ 397,044 | 7.38% | 20.94% | $ 14,860 | 11.5% | $ 1,531 | $ 127.56 |
| | 2025 | Adopted 6.3% Levy Inc. | $ 6,075,139 | $ 298,095 | 5.16% | 21.74% | $ 16,237 | 9.3% | $ 1,378 | $ 114.81 |
| | 2026 | Adopted 6.9% Levy Inc. | $ 6,090,935 | $ 15,795 | 0.26% | 22.04% | $ 16,505 | 1.6% | $ 268 | $ 22.30 |
| | 2027 | Prelim 7.1% Levy Inc. | $ 6,132,353 | $ 41,418 | 0.68% | 22.55% | $ 17,004 | 3.0% | $ 499 | $ 41.56 |



# Budget Calendar - City Council

| | |
|---|---|
| June 22, 2026 | Work Session – Completed! |
| August 31, 2026 | Work Session |
| **September 14, 2026** | **Work Session & Council Meeting** |
| | *Set preliminary property tax levy (could be set on September 28 if needed)* |
| October 26, 2026 | Work Session |
| November 9, 2026 | Work Session |
| November 23, 2026 | Work Session |
| **December 14, 2026** | **Council Meeting** |
| | *Adopt final levy and budget* |

# Next Steps



Feedback for staff on budget presented

Work Session & Council Meeting - September 14, 2026 – Goal is to adopt preliminary levy

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Fire Department Planning Series Session 1: Fire Department Staffing and Structure | |
| **File No.** | | **Item No:** A.2 |
| **Agenda Section** | **6:00 P.M. - WORK SESSION** | |
| **Prepared By** | Andrew Heger, Fire Chief | |
| **Reviewed By** | | |

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|---|---|
| **SUGGESTED ACTION**<br><br>No formal action will be taken. | |
| **Motion Type** | N/A |
| **Strategic Priority** | Operational Excellence |

## SUMMARY

Staff will meet with the City Council to provide educational sessions on future fire department needs and planning. This will be the first in a series of discussions scheduled throughout the remainder of the year, with each session offering a deeper exploration of specific focus areas relevant to the fire department.

## BACKGROUND

## DISCUSSION

## BUDGET

**RECOMMENDATION**

**ATTACHMENTS**

Fire Department Update - 2026 - Session 1

# Fire Department Planning Series

August 31st, 2026

# Agenda Series Topics

- Fire department staffing and structure
- Service delivery & response metrics
- Equipment, training, & facility
- Emergency Medical Services
- Putting it all together

# Fire department staffing and structure

- Department overview
- Terminology
- Organizational structure
- Five-year staffing outlook
- Recruitment
- FT vs PT roles
- Existing gaps

# Fire Department Staffing and Structure

# Department Overview

- Combination fire department
- All hazards emergency response
  - Fire, EMS, rescue, and hazardous materials
- Fire prevention and Community Risk Reduction
- Emergency Management

# Terminology

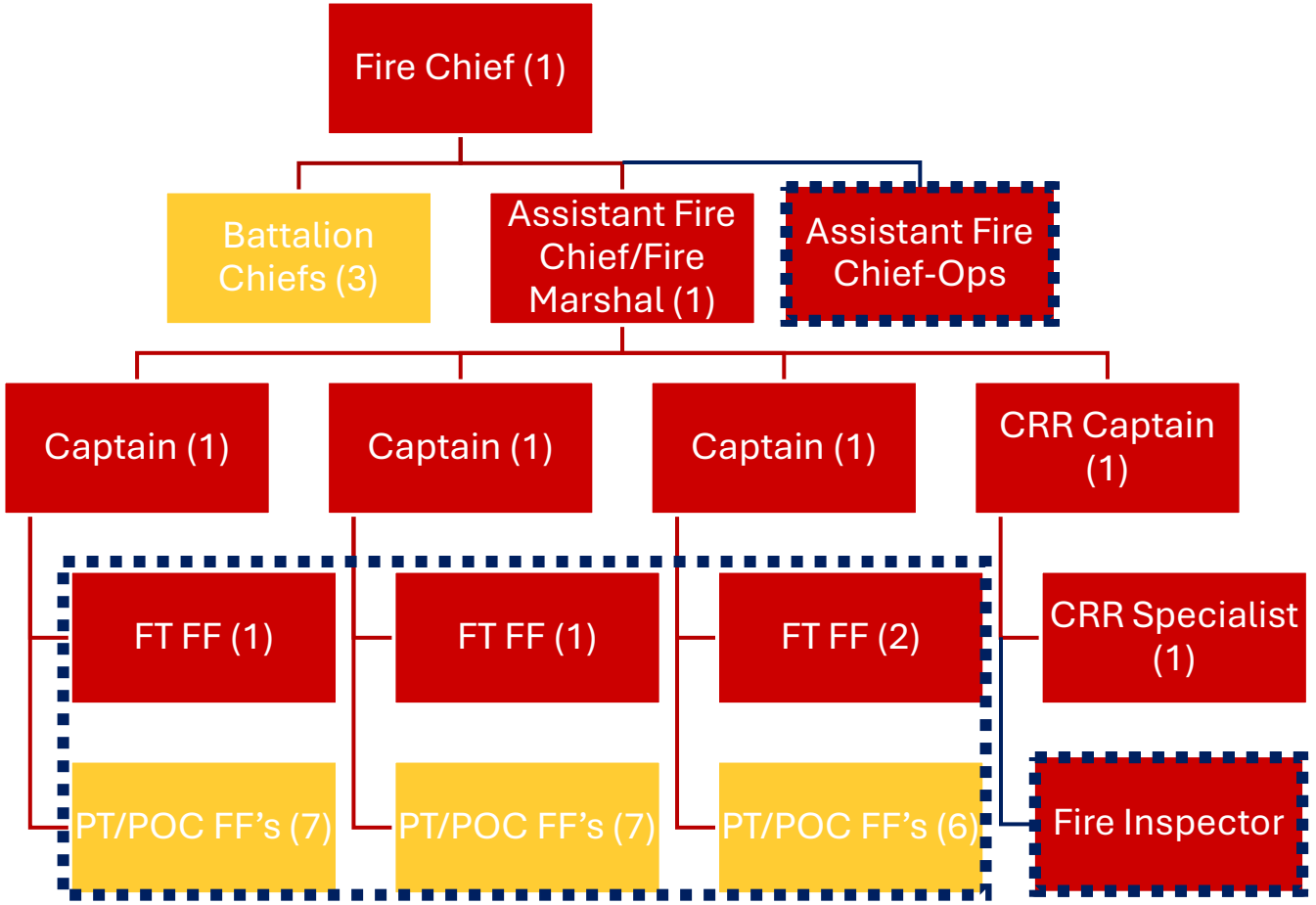
**Employee**

- Full time firefighter
  - 11 positions
  - Primary career
  - No residency requirement
- Parttime/paid on call firefighter
  - 23 positions
  - Primary career elsewhere
  - Response time expectation

**Work Type**

- Duty crew
  - An on-duty crew of firefighters based at the fire station to responds to calls for service.
- All call/call back
  - A request for urgent staffing needs.  May bring both full time and parttime/paid on call staff back.

# Organization Structure




PT/POC position

FT position

# Five Year Staffing Outlook

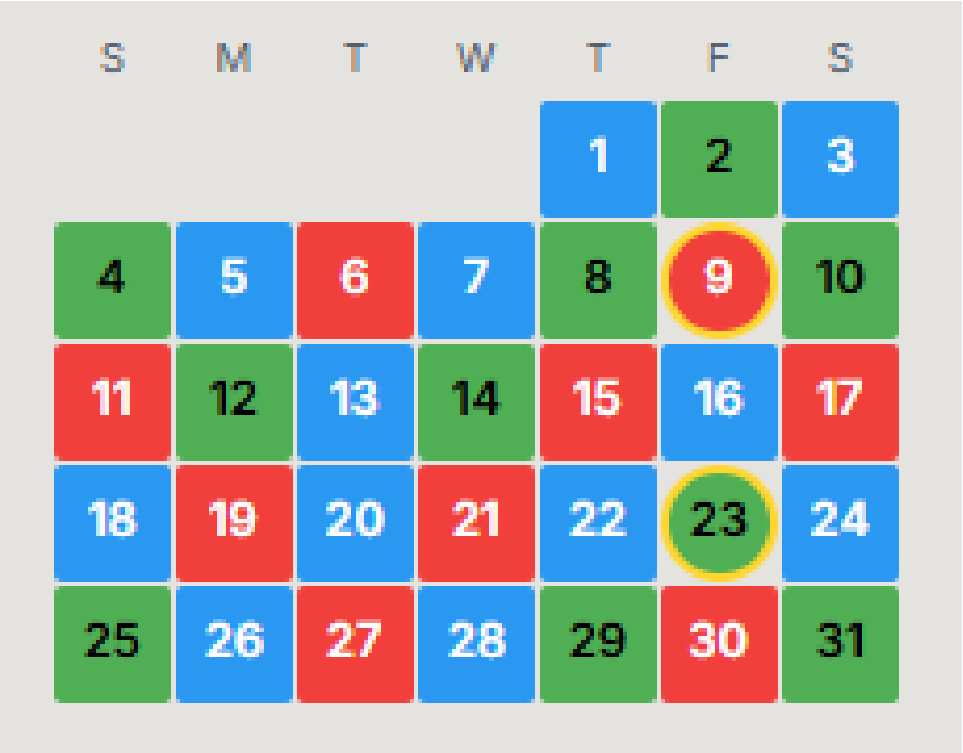
- Building depth in operational staff-combination of FT/PT staff
- Assistant Chief of Operations
- Fire inspector

# Recruitment

- Fulltime
  - Schedules
  - Four platoon rotation
  - Facility capacity
- Parttime/paid-on call
  - Hiring process kicked off in August.  Application period opens September 11th.
  - 2025 hiring process-49 applications received-3 job offers extended, 1 hire
  - Firefighters serving multiple departments
  - Longevity

# Fulltime vs Parttime/Paid on Call Roles

- Fulltime firefighters work 24-hour rotating shifts across three rotations.
- Shift relief factor
  - To keep 1 firefighter on duty around the clock, 3.54 FTEs would be needed.
- Parttime/paid-on call staff work nights, weekends, and some fulltime vacancies and respond to callbacks



# Existing Gaps

- Depth in staffing
  - One vacancy has major scheduling impacts
  - Results in significant overtime costs and strain on all staff
  - Ability to fill FT vacancies with PT/POC staff is limited
  - Call back challenges-times/service delivery
- Operational  needs
    - Operational duties are split amongst three captains and two chiefs
    - Consistency across shifts is challenging
    - Time off impacts

# Key Takeaways

- Additional positions in operations, administration, and risk reduction will be necessary in the coming years.
- Long term goal working towards staffing two pieces of apparatus daily.

# Questions?

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Review Employee Survey Results | |
| **File No.** | | **Item No:** A.3 |
| **Agenda Section** | **6:00 P.M. - WORK SESSION** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>Staff will present Employee Survey Results | |
| **Motion Type** | N/A |
| **Strategic Priority** | Operational Excellence |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Future Work Session Schedule | |
| **File No.** | | **Item No:** A.4 |
| **Agenda Section** | **6:00 P.M. - WORK SESSION** | |
| **Prepared By** | Laurie Hokkanen, City Manager | |
| **Reviewed By** | Laurie Hokkanen | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>N/A | |
| **Motion Type** | N/A |
| **Strategic Priority** | N/A |

**SUMMARY**

September 14, 2026
- Presentation of Preliminary 2027 Levy and Gov Fund Budgets; 2027-2031 Gov Fund CIP

September 28, 2026
- Discuss outdoor storage of recreational vehicles
- City Council Roundtable

October 26, 2026
- Presentation of Capital Fund Budgets and 2027-2031 CIP

November 9, 2026
- Presentation of Preliminary 2027 Utility Fund Budgets and 2027-2031 Utility Fund CIP

November 23, 2026
- Final Review of Proposed 2027 Levy, Budgets, and CIP for all funds

**BACKGROUND**

Staff or the City Council may suggest topics for work sessions. Dates are tentative until the meeting agenda is published. Work sessions are typically held at 5:30 pm in conjunction with the regular City Council meeting, but may be scheduled for other times as needed. The public is invited and welcome to listen to the presentations and discussion, but public comment is not taken at work sessions.

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Presentation of Certificates of Appreciation to Outgoing Youth Commissioners | |
| **File No.** | | **Item No:** C.1 |
| **Agenda Section** | **PUBLIC ANNOUNCEMENTS** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

Present Certificates

| | |
|---|---|
| **Motion Type** | N/A |
| **Strategic Priority** | N/A |

## SUMMARY

Present Certificates of Appreciation to Youth Environmental Commissioner Tanvi Akuthota and Parks and Recreation Commissioner Clara Christenson.

## BACKGROUND

## DISCUSSION

## BUDGET

## RECOMMENDATION

**ATTACHMENTS**

Clara Christenson

# Certificate of Appreciation

## Clara Christenson

## Park & Recreation Commission

Clara served as a Youth Commissioner on the Park & Recreation Commission for two consecutive one-year terms, from 2024-2026. Clara was a strong asset to the commission and served Chanhassen residents with enthusiasm and pride. During meetings, Clara was an energetic participant and asked thoughtful questions that helped guide Commission recommendations.

During her time on the Commission, Clara volunteered her time at many community events and open houses. She volunteered on the sub-committee exploring programming recommendations for the New Civic Campus space. Clara's contributions helped shape department programming and development of future amenities, including the Chanhassen Community Center, Lake Ann Park Preserve, Chanhassen Civic Campus, and future park renovations. Our community is a better place to live because of Clara's commitment and desire to make a difference!

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Approve City Council Meeting Minutes dated August 10, 2026 | |
| **File No.** | | **Item No:** D.1 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves the City Council Meeting minutes dated August 10, 2026."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

## SUMMARY

## BACKGROUND

## DISCUSSION

## BUDGET

## RECOMMENDATION

Staff recommends that the Chanhassen City Council approve the City Council Meeting minutes dated August 10, 2026.

**ATTACHMENTS**

City Council Meeting minutes dated August 10, 2026

**CHANHASSEN CITY COUNCIL**
**REGULAR MEETING**
**MINUTES**
**AUGUST 10, 2026**

Mayor Ryan called the meeting to order at 7:00 p.m. The meeting was opened with the Pledge of Allegiance.

**COUNCIL MEMBERS PRESENT:** Mayor Ryan, Councilmember McDonald, Councilmember von Oven, and Councilmember Kimber.

**COUNCIL MEMBERS ABSENT:** Councilmember Schubert.

**STAFF PRESENT:** Laurie Hokkanen, City Manager; Eric Maass, Community Development Director; Charlie Howley, Public Works Director/City Engineer; Patrick Gavin, Communications Manager; Jerry Ruegemer, Parks and Recreation Director; Matt Kerr, IT Manager; Tyler Stahn, Lieutenant

**PUBLIC PRESENT:**
Balakrishna Chintaginjala, Resident
Kelly Olson, Resident
Katie Hachiya, 7588 Walnut Curve
Emma Howell,1730 Mayapple Pass
Linda Paulsen, Resident
Dawn Farnan, 7408 Fawn Hill Road
Tom Kraker, 801 Pleasant View Road
Edward Szalapski, 850 Pleasant View Road
Robin Beddor, 1050 Pleasant View Road
James Kraker, 860 Fox Court
Michelle, 860 Pleasant View Road
Kellen McManus, 825 Pleasant View Road
Jon Gilbert, 1641 Jeurissen Lane
Rick Opat, 561 Indian Hill Road
Mike, 830 Pleasant View Road

**PUBLIC ANNOUNCEMENTS:**

**1. Celebrate Northern Lights Awards received for MAGC for Communications**

Mayor Ryan recognized the Chanhassen Communications team, who were awarded six Northern Lights awards at the Minnesota Association of Government Communicators Conference.

**2. Invitation to Community Day at Chanhassen Recreation Center**

Mayor Ryan invited residents to attend the Chanhassen Community Day on August 15th at the Recreation Center.

**CONSENT AGENDA: Councilmember McDonald moved, Councilmember Kimber seconded that the City Council approve the following consent agenda items 1 through 18 pursuant to the City Manager's recommendations:**

1. Approve City Council Minutes dated July 13, 2026
2. Approve City Council Work Session Meeting Minutes dated July 13, 2026
3. Approve City Council Special Work Session Meeting Minutes dated July 8, 2026
4. Receive Environmental Commission Minutes dated June 10, 2026
5. Receive Park and Recreation Commission minutes dated June 23, 2026
6. Approve Claims Paid dated August 10, 2026
7. Amendment to Downtown Water Tower Antenna Agreement with Verizon Wireless
8. Approve Temporary Liquor License, St. Hubert's, September 26, 2026
9. Approve Temporary Liquor License for The Grief Club for the Healing Hearts Soiree
10. Approve Temporary Modification of the Licensed Premises to serve Beer and Wine in The O.G. Coffee and Wine Bar Parking Lot Area
11. Approve Amended and Restated Parking Deferment Agreement and Updated Public Pedestrian Access Easement for Avienda Apartments
12. State of Minnesota Joint Powers Agreement Hotel Inspection
13. Carver County Youth Work Experience Agreement
14. Approve an Encroachment Agreement between the City of Chanhassen and the property owner at 7196 Pearl Drive (Lot 8, Block 2, The Park 3rd Addition)
15. Approve an Encroachment Agreement between the City of Chanhassen and the property owner at 8201 Main Street (Lot 1, Block 2, Villages on the Ponds)
16. Resolution 2026-62: CenterPoint Energy Community Safety Grant Award
17. Resolution 2026-63: Certification of Water and Sewer Hook-Up Charges to the County Auditor

18. Ordinance 767: Amending Chapter 10 to Permit Temporary Goat Grazing for Vegetation Management

**All voted in favor, and the motion carried unanimously with a vote of 4 to 0.**

## VISITOR PRESENTATIONS.

### 1. Balakrishna Chintaginjala Citizen Action Request

Balakrishna Chintaginjala, Resident, provided an overview of Innovation Strategy to create high-paying jobs and bring manufacturing back to Chanhassen

### 2. Kelly Olson Citizen Action Request

Kelly Olson, Resident, discussed the need for the community to document turtle movement to understand how to protect wildlife. She noted that there were concerns about turtle safety on Galpin Boulevard. She provided an overview of different engagements she participated in with the City of Chanhassen. She asked the City officials to consider ways to protect the turtles on Galpin Boulevard.

Katie Hachiya, 7588 Walnut Curve, discussed different actions she took to raise awareness of turtle deaths on Galpin Boulevard, including submitting information to See-Click-Fix and putting signs up along the road. She attended the Environmental Commission meeting and Kare 11 News. She requested changes to protect the turtles.

Emma Howell,1730 Mayapple Pass, discussed the need to protect turtles along with their habitat. She said that there had been major impacts to the turtles when the traffic had been rerouted to Galpin Boulevard. She reviewed different actions residents could take to protect turtles in Chanhassen.

Linda Paulsen, Resident, thanked city staff for the storm pond plan and for bringing out goats to help with land maintenance.

Dawn Farnan, 7408 Fawn Hill Road, requested that they consider the information presented about the turtles. She noticed there was an increase in dead turtles since they started to develop the old Prince property. She commented that there were curbs and retaining walls where the turtles cross Galpin Boulevard.

## FIRE DEPARTMENT/LAW ENFORCEMENT UPDATES.

### 1. Law Enforcement Update

Tyler Stahn, Lieutenant, reviewed the calls at a glance for the first half of the year. He said that the largest driver for the calls for service was traffic stops. There was an increase in traffic stops because the department was fully staffed and some of the officers were highly motivated for traffic stops. He discussed the increase in calls for service, including the miscellaneous non-criminal, motor vehicle crashes, and medical calls. He discussed the increased mental health calls and strategic response and the enhanced traffic initiatives on County Road 101, Bluff Creek Drive, and Highway 5. He discussed the Highway 5 Construction Traffic Initiative and noted that stop sign violations were the most common.

Mayor Ryan thanked them for the additional work on the traffic initiatives.

**PUBLIC HEARINGS.**

**1. Resolution 2026-64: Pleasant View Road Rehabilitation Project Improvement Hearing**

Charlie Howley, Public Works Director, provided an overview of the Pleasant View Road Rehabilitation Project. He discussed the existing conditions of the roadway and the different proposed changes to improve the roadway. He reviewed the different public touchpoints on the project starting in January 2025 with a City Council Work Session, a November Public Open House and Public Survey, a January 2026 City Council Work Session, and a July 2026 Public Open House. He discussed the project layout and the safety improvement recommendations. He stated there was a new trail consideration and the costs would not affect assessments. He summarized the project costs for the project, which were programmed to use $2.3 million in Municipal State Aid Funding. The costs did not include the added trail at the west end. He reviewed the assessments for the project and stated that the estimated 2027 rate was $5300. He discussed the project schedule starting with the order improvements starting on August 10th, 2026, and the final design completion in fall 2026. He stated that the construction would take place between May and October 2027. He reviewed the public feedback received and said that they did not have strong opposition to the assessment.

Councilmember McDonald asked about pedestrian safety, since the major area that it was paramount was not covered. He asked if they considered a trail between the western end and the eastern end. Mr. Howley answered that if they widened the area by one foot, they would be outside of the right-of-way and would need massive retaining walls. He said they could use strategic pavement markings.

Councilmember von Oven said that they want to get the variance and use MSA, but they were more than covered in their current budget to cover the project. Mr. Howley answered that it would have an impact on the fund, as they could only use MSA funds for specific roads.

Councilmember Kimber said that the proposed trail did not extend beyond the curb rights-of-way. He asked if they were impeding at all to the north, or if the trail would just impede southern properties. Mr. Howley answered that the trail would go on the south side. If the trail became a

reality, they would look closer. There might be a few sections that the road would have to move, but not globally.

Mayor Ryan confirmed that they were looking at holistic project approval tonight. She asked if they were looking for feedback on all safety improvements or just the trail. Mr. Howley responded that he wanted to know if they would like to keep the trail in or out of the project.

**Mayor Ryan opened the public hearing.**

Tom Kraker, 801 Pleasant View Road, said that the road had a lot of curves and water next to the road. He thought that a trail on a curve could lead to danger, as vehicles speed on the road. He worried that widening the road would make safety worse. He thought that the west end was safer because you could get into side roads to get away from traffic. He requested that the City Council pass on the trail.

Edward Szalapski, 850 Pleasant View Road, stated that the only issue on the road was speed. He did not want the road to look more attractive, as people would speed more.

Robin Beddor, 1050 Pleasant View Road, said that it was a rural road and the largest concern was speeding. She discussed that the trail would benefit people from Fox Chase, but no one on Pleasant View Road would benefit from the trail. She stated that the right thing would be to not destroy their neighbors' front yards, as it is a rural area.

James Kraker, 860 Fox Court, said he was against having a path on the west end of Pleasant View Road. He thought a path was not needed, as it would increase the speed of drivers.

Michelle, 860 Pleasant View Road, agreed with the comments from the previous residents. She discussed the speed of cars on their road. She thought that the safety measures were more important than a relatively short path. She discussed the negative impact of the short path on the character of the neighborhood. She said she had three properties impacted by the project, so she had three assessments.

Kellen McManus, 825 Pleasant View Road, suggested that if they design the road for 30 miles per hour, people still often speed. He encouraged the reduction of the blind corners for safety. He said his property driveway was short and was concerned about the path going along the guardrail. The path would need a substantial retaining wall, which would be costly. He said that the proposed path would not be used by road bikers, but he suggested a designated walking area within the confines of the existing road width.

Jon Gilbert, 1641 Jeurissen Lane, suggested passing on the trail. He thought improved roads would provide the necessary safety. He also encouraged increased signage and some tree removal.

Rick Opat, 561 Indian Hill Road, said he runs and walks his dog on the road. He thought that putting a path near the road would make people drive faster. He did not think bikers would utilize a path. He stated that people do not stop at the stop signs and that speeding is the real issue on the road.

Mike, 830 Pleasant View Road, thought a walking path was not necessary.

**Mayor Ryan closed the public hearing.**

Mayor Ryan suggested it was important to make a clear visual of the striping for the residents at the Public Open House. She said that when there is striping, it would change the look and feel of the road. She stated she would like additional conversation about the stop sign at Horse Shoe Curve intersection.

Councilmember Kimber said it was the right time to consider if a trail should go in and if it should connect to the greater trail system. He stated he was against the trail because the residents clearly expressed their concerns about the installation of a trail.

Councilmember von Oven stated he would like to see safe passage across the entire roadway. He thought it would be safer to have a place for people to walk, but there seemed to be opposition to the trail. He originally wanted a passageway across the entire roadway. He was in favor of the project itself and was split about the benefits of the path.

Councilmember McDonald said that there were only two east-west roads that took traffic around Lotus Lake. He thought people took the curve too quickly, and they were looking at a feasible approach to make it safer. He did want to see the road improved, and he thought that there should be a trail from Powers to 101. He did not know the utility of the proposed trail in the plan. He stated he was in favor of the proposed road.

Mayor Ryan encouraged Mr. Howley to check on the safety concerns. She said the proposed trail did not need to be included in the project. She said if there was an opportunity for another neighborhood open house to provide visuals and collect feedback prior to final design, that would be helpful.

**Councilmember McDonald moved, Councilmember von Oven seconded that the Chanhassen City Council adopts a resolution accepting the feasibility study, ordering the improvements, and authorizing preparation of plans and specifications for the Pleasant View Road Rehabilitation Project. All voted in favor, and the motion carried unanimously with a vote of 4 to 0.**

**GENERAL BUSINESS.**

**1. Approve Bid Package #2: Chanhassen Community Center**

Laurie Hokkanen, City Manager, reviewed the Bid Package #2 for Chanhassen Community Center. She said that they received good bid coverage for the project, which demonstrated strong interest in the project and confidence in the pricing that they received. She provided a summary of the bid alternatives for the project. She discussed the floor plan for the project and the exterior renderings.

Councilmember Kimber thanked the team for their involvement. He said he was a part of the Parks and Recreation Task Force to discuss the project originally. He thanked the individuals who run the amazing sports activities and hoped that the venue would assist with the activities. He said that the amenities in the facility include more than just two sheets of ice and commented that they tried to build a community center for the community. He thought that the project was meaningful.

Councilmember McDonald agreed that there was more than two sheets of ice but included additional community spaces and activity areas. They wanted to design a usable building, and they would hope would pay for itself. He said that one of the highest costs was for safety, as the building must meet certain safety requirements.

Councilmember von Oven said he was proud of the work that they completed to get to this point in the project.

Mayor Ryan thanked RJM for working hard to get the financial numbers down. She said a lot of work went into the project creation and thanked all of those who participated.

**Councilmember von Oven moved, Councilmember Kimber seconded that the Chanhassen City Council award Bid Package #2, which is the remainder of the Chanhassen Community Center project, to RJM Construction, as part of the Construction Manager at Risk (CMAR) delivery method, and authorize the City Manager to execute the necessary documents. All voted in favor, and the motion carried unanimously with a vote of 4 to 0.**

**COUNCIL PRESENTATIONS.** None.

**ADMINISTRATIVE PRESENTATIONS.** None.

**CORRESPONDENCE DISCUSSION.** None.

**Councilmember Kimber moved, Councilmember McDonald seconded to adjourn the meeting. All voted in favor, and the motion carried unanimously with a vote of 4 to 0. The City Council meeting was adjourned at 9:13 p.m.**

Submitted by Laurie Hokkanen
City Manager

Prepared by Jenny Potter
City Clerk

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Approve City Council Work Session Meeting Minutes dated August 10, 2026 | |
| **File No.** | | **Item No:** D.2 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council approves the City Council Work Session Meeting minutes dated August 10, 2026." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

Staff recommends that the Chanhassen City Council approve the City Council Work Session Meeting minutes dated August 10, 2026.

**ATTACHMENTS**

City Council Work Session Meeting minutes dated August 10, 2026

**CHANHASSEN CITY COUNCIL**
**WORK SESSION**
**MINUTES**
**August 10, 2026**

**Mayor Ryan called the work session to order at 5:30 P.M.**

**COUNCIL MEMBERS PRESENT:** Mayor Ryan, Councilmember McDonald, Councilmember Kimber, Councilmember von Oven

**COUNCIL MEMBERS ABSENT:** Councilmember Schubert

**STAFF PRESENT**: Laurie Hokkanen, City Manager; Charlie Howley, Public Works Director/City Engineer; Eric Maass, Community Development Director; Patrick Gavin, Communications Manager; Jerry Ruegemer, Park & Recreation Director

**PUBLIC PRESENT:** Daniel Trifonov; Leo Allen; Diya Natarajan;

**Interview Youth Applicants for Park & Recreation and Environmental Commissions**

The City Council interviewed three youth applicants for vacancies on the Park and Recreation Commission and Environmental Commission. Daniel Trifonov and Leo Allen applied for the Park and Recreation Commission, while Diya Natarajan applied for consideration on either commission.

**North Lotus Lake Park Water Quality Improvement Project**

The City Council received an update on the Riley Purgatory Bluff Creek Watershed District's proposed North Lotus Lake Park Water Quality Improvement Project. The project has advanced from the conceptual plan presented in October 2025 to approximately 30% design, with the watershed district now working toward 60% design. Current plans continue to envision a series of tiered stormwater treatment areas, reconstructed trails, open space, interpretive features and a potential natural-surface trail and boardwalk providing greater connection to Lotus Lake. The regional project is intended to improve stormwater treatment while also creating opportunities for residents to interact with the park and learn more about water quality and natural resources.

The City Council also discussed how the project will coordinate with the city's more immediate stormwater needs related to the Fox Hollow reconstruction project. Because the watershed district project is not expected to be constructed until 2028 at the earliest, the city plans to construct an interim drainage system consisting primarily of grading an open channel and a series of ditch checks designed to slow and treat runoff before it reaches Lotus Lake. Charlie Howley, Public Works Director/City Engineer said the interim work will have relatively little effect on existing park uses and can be easily incorporated into the larger watershed district project when that project takes shape. Mr. Howley also noted that changes to the Pleasant View Road project mean the city no longer anticipates needing the additional stormwater treatment originally envisioned for that project.

The likelihood of the watershed district abandoning the project is very low, and it remains a featured project in the district's three-year plan; engineering work is underway and a draft agreement with the city has already been prepared. The project is expected to return to a future City Council work session when the 60% design is available. No formal Council action was taken.

**Stormwater Pond Maintenance Review**

The City Council reviewed the city's stormwater pond maintenance program and progress made since the program was established in 2020. The city manages approximately 300 publicly owned stormwater ponds, which collect runoff, reduce flood risk and help remove sediment and pollutants before water reaches lakes, wetlands and other natural resources. The city is required to inspect and maintain its stormwater infrastructure under its state-regulated MS4 permit, and staff uses a data-based system to evaluate pond condition and treatment performance and prioritize future maintenance.

Charlie Howley, Public Works Director/City Engineer, reported that the program has resulted in substantial progress over the past six years. Thirty ponds have received maintenance projects, with another 10 addressed internally by Public Works staff, and completed projects have removed approximately 51,000 tons, or 34,000 cubic yards, of accumulated material, roughly equivalent to 3,000 truckloads. City Staff estimated the restored pond capacity results in approximately 76 pounds of phosphorus being removed from stormwater runoff each year and noted that rehabilitated ponds have seen an average 10-point improvement in their overall condition scores. It was emphasized that maintaining existing ponds is significantly more cost-effective than constructing new treatment infrastructure, estimating pond maintenance at approximately $520 per pound of phosphorus removed compared with $1,000 to $5,000 per pound for new infrastructure.

Looking ahead, City Staff recommends continuing to fund the annual program at its current level while shifting more pond cleanout work to standalone winter projects rather than including it with street reconstruction projects. Winter projects have attracted more contractors and more competitive pricing, while bundling pond work with street projects has not produced the cost savings originally anticipated. City Council members expressed support for continuing the program, citing the value of having a consistent, funded process for maintaining the city's stormwater infrastructure and responding to resident questions about pond conditions. The 2026 program carries a budget of approximately $536,000 through the Stormwater Enterprise Fund. No formal Council action was taken.

**Mayor Ryan adjourned the work session at 6:55 P.M.**
Submitted by Laurie Hokkanen
City Manager

Prepared by Jenny Potter
City Clerk



# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Receive Commission on Aging Minutes dated June 12, 2026 | |
| **File No.** | | **Item No:** D.3 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Desiree Ruppert, Admin Support Specialist | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council receives the Commission on Aging Minutes dated June 12, 2026."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

Commission on Aging Minutes dated June 12, 2026

**Chanhassen Commission on Aging**

**Meeting Minutes - June 12, 2026**

Vice Chair Mason called the meeting to order at 10:00 a.m.

**MEMBERS PRESENT:**

Gwen Block, Vice Chair Beth Mason, Bill Monn, Jim Camarata, Janet Dean

**MEMBERS ABSENT:** Chair Phyllis Mobley, Barbara Solum, Jane Bender,

**MEMBERS REMOTE:** Sharon Cooprider

**STAFF PRESENT:** Jackie Sorensen, Senior Center Coordinator

**GUESTS PRESENT:** Judy Berland; Linnea Fonnest, Chanhassen Library; Kara Cassidy, Carver County Health Program Specialist, Office of Aging (remote)

**APPROVAL OF AGENDA:**

The commissioners reviewed the agenda. Commissioner Camarata made a motion to approve. Commissioner Monn made a second. All members voted in favor and the motion carried.

**APPROVAL OF MINUTES:**

May 15, 2026, minutes were reviewed by all commissioners. Commissioner Block motioned to approve the minutes. Commissioner Camarata seconded. All members voted in favor and the motion carried.

**VISITOR PRESENTATION**

**Chanhassen Library Update, Linnea Fonnest**

Linnea Fonnest, Chanhassen Library, shared information and a handout highlighting upcoming library programs including some expert presentations, a puzzle swap and other senior-focused options. She also reported the May craft swap was a great success with 502 attendees.

**Carver County Health and Human Services, Office of Aging Update, Kara Cassidy (remote)**

Kara Cassidy, Carver County Health Program Specialist, reported that a statewide senior survey has been sent and she is hoping for a strong response from Carver County residents. She also noted that ticks remain very active and encouraged people to take precautions and check their pets.

**Video Conference with The Vecino Group**

Heather, Director of Supportive Housing at Vecino Group, presented virtually to the Commissioners, staff, Allison Streich, Executive Director of the Carver County Community Development Agency, and Mark, City Planner and Community Development Consultant for the City of Watertown. Heather explained that the Vecino Group develops supportive, affordable

housing with the goal of ending homelessness. Their senior housing model allots 25% of those facilities to youth aging out of foster care, providing an intergenerational living approach that includes skills training and education for youth residents.

The Vecino Group uses low-income housing tax credit financing along with grants, donations and other funding strategies. Residents may also use various forms of rental assistance. The organization does not yet have a facility in Minnesota but is interested in developing one. Watertown was discussed due to the significant senior housing need there.

Allison and Mark will work directly with Heather on any future needs.

**Senior Center Update, Senior Center Coordinator, Jackie Sorensen**

Jackie Sorensen, Senior Center Coordinator, provided updates on upcoming events including the Lions Club picnic, a three-part AI series and fall programming. She noted that the picnic date changed from June 16 to June 18 due to a scheduling conflict at Lake Ann pavilion, and approximately 200 guests are expected to attend.

**COMMISSIONER CHECK-IN:**

**Southwest Transit Demo**

Commissioners and staff recapped the June 11 Southwest Transit demonstration, which included a ride to the airport and drew 24 participants. Southwest Transit offers many routes including to Minneapolis, the Mall of America and an express route to the airport at low fares. They also provide on-demand rideshare and shuttle services that allow seniors to schedule home pickups.

Suggestions to increase public awareness included adding information to the website, offering yearly presentations at the Senior Center and publishing an article in *Chanhassen Connections*.

It was also noted that the previously proposed bill to phase out Southwest Transit did not advance.

**GENERAL BUSINESS:**

**Memorial Day Report**

Jackie Sorensen, Senior Center Coordinator, provided a brief recap of the Memorial Day program at Lake Ann. The event drew about 500 attendees, and the Revitalizing Veterans Dreams organization's table was well-received. The group distributed promotional bags to attendees.

**4th of July Discussion**

Commissioners and staff discussed the upcoming 4th of July events. Jackie Sorensen, Senior Center Coordinator, provided a brief update on the event layout, the bingo tent and the July 3 Business Expo. Commissioners also divided a list of businesses to follow up with for bingo prize donations. Bingo is free to play though donations are encouraged. All donations will benefit Helping Paws and the Hortman Heroes fund.

Rotary senior seating for the parade will be offered on the front porch of City Hall this year. Jackie is managing sign-ups for this.

**Misc.**

The Commission will schedule a visit to Carver Oaks, a new affordable senior housing complex in Carver, in September. This will be added to the August agenda.

There will be an information session on Advance Directives on October 20 at 2:30 p.m. in the Senior Center.

**ADJOURNMENT – Next Meeting August 21, 2026**

Commissioner Monn made a motion to adjourn. Commissioner Camarata seconded. All members voted in favor; the meeting was adjourned at 11:32 a.m.

**Submitted by:**
**Jackie Sorensen**
**Senior Center Coordinator**
**jsorensen@chanhassenmn.gov**
**952.227.1124**

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Approve Claims Paid dated August 31, 2026 | |
| **File No.** | | **Item No:** D.4 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Danielle Washburn, Assistant Finance Director | |
| **Reviewed By** | Kelly Grinnell | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council Approves Claims Paid dated August 31, 2026." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Financial Sustainability |

## SUMMARY

## BACKGROUND

## DISCUSSION

The following claims are submitted for review and approval on August 31, 2026:

Total Claims $3,454,923.79

## BUDGET

## RECOMMENDATION

**ATTACHMENTS**

Payment Summary

Payment Detail

# Accounts Payable

## Checks by Date - Summary

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| Acco Brands Direct | 06/16/2026 | 0.00 | 471.99 |
| Ace Hardware Corporation | 06/16/2026 | 0.00 | 56.59 |
| ACI Learning | 06/16/2026 | 0.00 | 467.25 |
| Adorama | 06/16/2026 | 0.00 | 20.61 |
| Albrecht Sign Company | 06/16/2026 | 0.00 | 167.67 |
| ALDI | 06/16/2026 | 0.00 | 6.33 |
| Amazon | 06/16/2026 | 0.00 | 3,117.84 |
| American Coney Island | 06/16/2026 | 0.00 | 14.77 |
| Apple.com | 06/16/2026 | 0.00 | 33.65 |
| B&H Photo | 06/16/2026 | 0.00 | 715.31 |
| Bitly, Inc | 06/16/2026 | 0.00 | 35.00 |
| Boba Tonka Bubble Tea | 06/16/2026 | 0.00 | 1,650.00 |
| Canva | 06/16/2026 | 0.00 | 15.00 |
| Capitol Complex ePark Pay Station | 06/16/2026 | 0.00 | 8.00 |
| Caribou Coffee | 06/16/2026 | 0.00 | 65.28 |
| Chat GPT | 06/16/2026 | 0.00 | 20.00 |
| Chipotle Mexican Grill | 06/16/2026 | 0.00 | 227.00 |
| Class A Leasing | 06/16/2026 | 0.00 | 7,960.00 |
| Costco Wholesale | 06/16/2026 | 0.00 | 445.59 |
| Craguns Lodge and Golf Resort | 06/16/2026 | 0.00 | 1,707.30 |
| Crown Awards | 06/16/2026 | 0.00 | 166.88 |
| Cub Foods | 06/16/2026 | 0.00 | 106.63 |
| Cutter Parts Online | 06/16/2026 | 0.00 | 591.47 |
| Dakota Prairie Composting | 06/16/2026 | 0.00 | 324.00 |
| Dollar Tree Stores Inc | 06/16/2026 | 0.00 | 2.71 |
| ECM Publishers Inc | 06/16/2026 | 0.00 | 72.00 |
| Facebook | 06/16/2026 | 0.00 | 42.19 |
| Fire By Trade | 06/16/2026 | 0.00 | 324.00 |
| Fleet Farm | 06/16/2026 | 0.00 | 966.68 |
| FSMN/Lakeside | 06/16/2026 | 0.00 | 264.50 |
| Fusion | 06/16/2026 | 0.00 | 329.90 |
| Gertens | 06/16/2026 | 0.00 | 6,985.45 |
| Government Finance Officers Association | 06/16/2026 | 0.00 | 495.00 |
| Hampton Inns | 06/16/2026 | 0.00 | 673.02 |
| Holiday Inn & Suites | 06/16/2026 | 0.00 | 14.40 |
| Home Depot | 06/16/2026 | 0.00 | 1,720.84 |
| Hotels.com | 06/16/2026 | 0.00 | 834.35 |
| ICMA | 06/16/2026 | 0.00 | 981.00 |
| International Code Council | 06/16/2026 | 0.00 | 170.00 |
| IOThrifty | 06/16/2026 | 0.00 | 209.00 |
| JC At Law | 06/16/2026 | 0.00 | 195.00 |
| Kura Revolving Sushi | 06/16/2026 | 0.00 | 24.33 |
| Kwik Trip | 06/16/2026 | 0.00 | 20.71 |
| Lunds & Byerly's | 06/16/2026 | 0.00 | 32.64 |

| Vendor Name | Check Date | Void Checks | | Check Amount |
|---|---|---|---|---|
| Menards | 06/16/2026 | | 0.00 | 177.38 |
| Metropolitan Council Enviromental Services | 06/16/2026 | | 0.00 | 20,000.00 |
| Michaels | 06/16/2026 | | 0.00 | 39.92 |
| Minnesota Lakes & Rivers | 06/16/2026 | | 0.00 | 150.00 |
| Minnesota State Colleges and Universities | 06/16/2026 | | 0.00 | 1,030.00 |
| MN Association of Government Communicators | 06/16/2026 | | 0.00 | 255.10 |
| MN Dept of Employment & Economic Development | 06/16/2026 | | 0.00 | 20.00 |
| National Fire Protection Assn | 06/16/2026 | | 0.00 | 71.42 |
| Northern Tool+Equipment | 06/16/2026 | | 0.00 | 165.05 |
| Northstar Companies | 06/16/2026 | | 0.00 | 309.00 |
| Office Max/Office Depot | 06/16/2026 | | 0.00 | 41.77 |
| Panera Bread | 06/16/2026 | | 0.00 | 280.45 |
| PeachJar.Com | 06/16/2026 | | 0.00 | 150.00 |
| Pizza Hut | 06/16/2026 | | 0.00 | 32.57 |
| PoolWeb | 06/16/2026 | | 0.00 | 4,683.02 |
| Postmaster | 06/16/2026 | | 0.00 | 21.28 |
| Selden Standard | 06/16/2026 | | 0.00 | 50.52 |
| Sensible Land Use Coalition | 06/16/2026 | | 0.00 | 68.00 |
| Shake Shack | 06/16/2026 | | 0.00 | 15.78 |
| Shell Shocked Tacos | 06/16/2026 | | 0.00 | 32.60 |
| Sidekick Theatre | 06/16/2026 | | 0.00 | 1,275.00 |
| Signzdirect | 06/16/2026 | | 0.00 | 658.43 |
| Smartpress.com | 06/16/2026 | | 0.00 | 269.20 |
| Southwest Metro Chamber of Commerce | 06/16/2026 | | 0.00 | 250.00 |
| Stampli | 06/16/2026 | | 0.00 | 1,362.00 |
| Starbucks | 06/16/2026 | | 0.00 | 13.21 |
| Stratoguard, LLC | 06/16/2026 | | 0.00 | 230.56 |
| Sweepscrub.com | 06/16/2026 | | 0.00 | 0.00 |
| Target | 06/16/2026 | | 0.00 | 185.50 |
| Team Alert | 06/16/2026 | | 0.00 | 820.61 |
| The O.G. Coffee & Wine Bar | 06/16/2026 | | 0.00 | 49.83 |
| TOIT Training | 06/16/2026 | | 0.00 | 2,985.00 |
| U of M Contlearning | 06/16/2026 | | 0.00 | 225.00 |
| Weed Man | 06/16/2026 | | 0.00 | 1,830.05 |
| WEISSMAN | 06/16/2026 | | 0.00 | 191.04 |
| Whitaker Brothers Business | 06/16/2026 | | 0.00 | 1,839.12 |
| Witmer Public Safety Group, Inc | 06/16/2026 | | 0.00 | 133.29 |
| Zoom | 06/16/2026 | | 0.00 | 104.52 |
| Zynnovation, LLC | 06/16/2026 | | 0.00 | 1,281.95 |
| CENTERPOINT ENERGY MINNEGASCO | 08/05/2026 | | 0.00 | 25.10 |
| CENTURYLINK | 08/05/2026 | | 0.00 | 31.21 |
| GoTo Communications Inc | 08/05/2026 | | 0.00 | 3,041.36 |
| IUOE Local #49 | 08/05/2026 | | 0.00 | 700.00 |
| Lawrence Ripp | 08/05/2026 | VOID | 295.00 | 0.00 |
| Metronet Holdings, LLC | 08/05/2026 | | 0.00 | 106.59 |
| MN NCPERS LIFE INSURANCE | 08/05/2026 | | 0.00 | 208.00 |
| Nokomis Energy, LLC | 08/05/2026 | | 0.00 | 8,790.23 |
| Paul Young | 08/05/2026 | | 0.00 | 345.00 |
| AIR COMPRESSORS PLUS | 08/06/2026 | | 0.00 | 349.00 |
| American Family Life Assurance Company of Columbus | 08/06/2026 | | 0.00 | 85.02 |
| Andrew Schwindt | 08/06/2026 | | 0.00 | 150.00 |
| ARAMARK Refreshment Services, LLC | 08/06/2026 | | 0.00 | 1,005.95 |
| Architectural Sales of Minnesota Inc | 08/06/2026 | | 0.00 | 18,121.25 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| ASPEN MILLS | 08/06/2026 | 0.00 | 159.99 |
| Boarman Kroos Vogel Group Inc | 08/06/2026 | 0.00 | 59,195.05 |
| CAMPBELL KNUTSON | 08/06/2026 | 0.00 | 21,301.65 |
| Catherine Erpelding | 08/06/2026 | 0.00 | 100.00 |
| Chappell Central Inc | 08/06/2026 | 0.00 | 22,886.80 |
| Christine Lea Pedretti | 08/06/2026 | 0.00 | 1,368.90 |
| Cintas Corporation No. 2 | 08/06/2026 | 0.00 | 173.14 |
| COMPUTER INTEGRATION TECHN. | 08/06/2026 | 0.00 | 314.60 |
| Crawford Door Sales Company | 08/06/2026 | 0.00 | 10,858.50 |
| DAYCO CONCRETE COMPANY | 08/06/2026 | 0.00 | 25,242.13 |
| Dean Sund | 08/06/2026 | 0.00 | 200.00 |
| DELEGARD TOOL COMPANY | 08/06/2026 | 0.00 | 239.28 |
| Ebert Inc | 08/06/2026 | 0.00 | 34,160.10 |
| ECM PUBLISHERS INC | 08/06/2026 | 0.00 | 28.70 |
| Erin Heer | 08/06/2026 | 0.00 | 100.00 |
| Ferguson Waterworks #2518 | 08/06/2026 | 0.00 | 30.45 |
| Floors by Beckers, LLC | 08/06/2026 | 0.00 | 15,192.54 |
| Global Music Rights LLC | 08/06/2026 | 0.00 | 850.00 |
| GMH ASPHALT CORP | 08/06/2026 | 0.00 | 513,885.94 |
| GREEN MEADOWS INC | 08/06/2026 | 0.00 | 1,130.96 |
| HALLOCK COMPANY | 08/06/2026 | 0.00 | 1,278.52 |
| HAWKINS CHEMICAL | 08/06/2026 | 0.00 | 10.00 |
| ImperialDade | 08/06/2026 | 0.00 | 2,560.49 |
| Jeff Nourse | 08/06/2026 | 0.00 | 100.00 |
| JEFFERSON FIRE SAFETY INC | 08/06/2026 | 0.00 | 13,908.91 |
| Juli Al-Hilwani | 08/06/2026 | 0.00 | 281.25 |
| Kathleen Stundahl | 08/06/2026 | 0.00 | 100.00 |
| KELLINGTON CONSTRUCTION | 08/06/2026 | 0.00 | 47,500.00 |
| KENNEDY & GRAVEN, CHARTERED | 08/06/2026 | 0.00 | 1,085.00 |
| KIMLEY HORN AND ASSOCIATES INC | 08/06/2026 | 0.00 | 130,448.71 |
| KORTERRA INC | 08/06/2026 | 0.00 | 4,500.00 |
| LAKETOWN ELECTRIC CORPORATION | 08/06/2026 | 0.00 | 130,560.47 |
| Leland Lucius | 08/06/2026 | 0.00 | 50.00 |
| Lisa Alt | 08/06/2026 | 0.00 | 100.00 |
| Lubrications Technologies, Inc. | 08/06/2026 | 0.00 | 620.87 |
| LYMAN LUMBER | 08/06/2026 | 0.00 | 399.70 |
| METROPOLITAN MECHANICAL CONT | 08/06/2026 | 0.00 | 4,959.36 |
| Minnesota Roadways Co | 08/06/2026 | 0.00 | 39,688.31 |
| Minnesota Topsoil | 08/06/2026 | 0.00 | 3,425.63 |
| NAPA AUTO & TRUCK PARTS | 08/06/2026 | 0.00 | 58.72 |
| Nicole Burgmeier | 08/06/2026 | 0.00 | 75.00 |
| NORTHWEST ASPHALT INC | 08/06/2026 | 0.00 | 31,532.56 |
| PRAIRIE RESTORATIONS INC | 08/06/2026 | 0.00 | 445.00 |
| Pro-Tree Outdoor Services | 08/06/2026 | 0.00 | 199.02 |
| RAINBOW TREE COMPANY | 08/06/2026 | 0.00 | 21,412.88 |
| Ramsey Excavating Company | 08/06/2026 | 0.00 | 33,168.37 |
| Rent N Save Portable Services | 08/06/2026 | 0.00 | 5,618.50 |
| Robert Skubic | 08/06/2026 | 0.00 | 144.99 |
| SEH | 08/06/2026 | 0.00 | 28,185.00 |
| Sophia Whims | 08/06/2026 | 0.00 | 100.00 |
| Sports Facilities Companies LLC | 08/06/2026 | 0.00 | 5,000.00 |
| Swanson & Youngdale Inc | 08/06/2026 | 0.00 | 14,242.87 |
| TWIN CITY HARDWARE | 08/06/2026 | 0.00 | 8,243.01 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| Upper Midwest Athletic Construction Inc | 08/06/2026 | 0.00 | 35,626.90 |
| Water Doctors | 08/06/2026 | 0.00 | 64.00 |
| WATSON COMPANY | 08/06/2026 | 0.00 | 1,231.55 |
| WM MUELLER & SONS INC | 08/06/2026 | 0.00 | 547.78 |
| WW GRAINGER INC | 08/06/2026 | 0.00 | 82.02 |
| Enterprise FM Trust | 08/12/2026 | 0.00 | 37,868.71 |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 08/12/2026 | 0.00 | 13.02 |
| Kristina Sleeper Larsen | 08/12/2026 | 0.00 | 120.00 |
| Lawrence Ripp | 08/12/2026 | 0.00 | 300.00 |
| Metronet Holdings, LLC | 08/12/2026 | 0.00 | 56.65 |
| MN DEPT OF HEALTH | 08/12/2026 | 0.00 | 1,050.00 |
| NOVEL SOLAR THREE, LLC | 08/12/2026 | 0.00 | 12,409.56 |
| ALEX AIR APPARATUS 2 LLC | 08/13/2026 | 0.00 | 334.53 |
| ASPEN MILLS | 08/13/2026 | 0.00 | 1,038.04 |
| BOLTON & MENK INC | 08/13/2026 | 0.00 | 14,081.00 |
| BOUND TREE MEDICAL LLC | 08/13/2026 | 0.00 | 465.99 |
| BRAUN INTERTEC CORPORATION | 08/13/2026 | 0.00 | 92,339.00 |
| Catherine Erpelding | 08/13/2026 | 0.00 | 100.00 |
| Cintas Corporation No. 2 | 08/13/2026 | 0.00 | 141.01 |
| City of Bloomington | 08/13/2026 | 0.00 | 1,148.00 |
| CITY OF CHASKA | 08/13/2026 | 0.00 | 448.47 |
| Diamond Vogel, Inc. | 08/13/2026 | 0.00 | 2,377.20 |
| DISPLAY SALES COMPANY | 08/13/2026 | 0.00 | 653.00 |
| ECM PUBLISHERS INC | 08/13/2026 | 0.00 | 291.10 |
| Elizabeth Germann | 08/13/2026 | 0.00 | 100.00 |
| Engel Water Testing Inc | 08/13/2026 | 0.00 | 1,350.00 |
| Ferguson Waterworks #2518 | 08/13/2026 | 0.00 | 6,326.53 |
| GONYEA HOMES | 08/13/2026 | 0.00 | 4,500.00 |
| Guard Guys, LLC | 08/13/2026 | 0.00 | 155.85 |
| Hach Company | 08/13/2026 | 0.00 | 105.75 |
| HALLOCK COMPANY | 08/13/2026 | 0.00 | 295.97 |
| HAWKINS CHEMICAL | 08/13/2026 | 0.00 | 6,932.11 |
| Innovative Office Solutions LLC | 08/13/2026 | 0.00 | 60.52 |
| Jordan Blankenship | 08/13/2026 | 0.00 | 50.00 |
| Juli Al-Hilwani | 08/13/2026 | 0.00 | 300.00 |
| Loch Monster Plumbing, LLC | 08/13/2026 | 0.00 | 6,207.09 |
| LVC Companies Inc | 08/13/2026 | 0.00 | 2,940.00 |
| Maria Anundson | 08/13/2026 | 0.00 | 150.00 |
| Metropolitan Council, Env Svcs | 08/13/2026 | 0.00 | 34,442.10 |
| Michael Mcgonagill | 08/13/2026 | 0.00 | 50.00 |
| Midwest Aqua Care, Inc | 08/13/2026 | 0.00 | 2,175.00 |
| MN DEPT OF LABOR AND INDUSTRY | 08/13/2026 | 0.00 | 5,979.01 |
| MN DEPT OF TRANSPORTATION | 08/13/2026 | 0.00 | 4,643.11 |
| O'Reilly Automotive Inc | 08/13/2026 | 0.00 | 4.59 |
| Pinnacle Pest Control | 08/13/2026 | 0.00 | 780.00 |
| Preethi Krishnan | 08/13/2026 | 0.00 | 50.00 |
| Pro-Tree Outdoor Services | 08/13/2026 | 0.00 | 2,520.00 |
| Saginaw Control & Engineering | 08/13/2026 | 0.00 | 48.82 |
| Salt Source | 08/13/2026 | 0.00 | 351.26 |
| SCUBA CENTER | 08/13/2026 | 0.00 | 495.75 |
| SHERWIN WILLIAMS | 08/13/2026 | 0.00 | 90.69 |
| Springbrook | 08/13/2026 | 0.00 | 435.60 |
| WM MUELLER & SONS INC | 08/13/2026 | 0.00 | 386.91 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| WSB & ASSOCIATES INC | 08/13/2026 | 0.00 | 37,222.42 |
| CENTERPOINT ENERGY MINNEGASCO | 08/19/2026 | 0.00 | 673.86 |
| CenturyLink | 08/19/2026 | 0.00 | 64.00 |
| MINNESOTA RURAL WATER ASSN | 08/19/2026 | 0.00 | 300.00 |
| MN VALLEY ELECTRIC COOP | 08/19/2026 | 0.00 | 252.48 |
| XCEL ENERGY INC | 08/19/2026 | 0.00 | 2,520.85 |
| Zack Conway | 08/19/2026 | 0.00 | 145.00 |
| Allan Dorney Construction Co | 08/20/2026 | 0.00 | 500.00 |
| ARAMARK Refreshment Services, LLC | 08/20/2026 | 0.00 | 150.00 |
| Avlaki Drainage Solutions | 08/20/2026 | 0.00 | 2,430.00 |
| Batteries Plus Bulbs #1248 | 08/20/2026 | 0.00 | 171.12 |
| BOLTON & MENK INC | 08/20/2026 | 0.00 | 51,573.50 |
| BS & A Software | 08/20/2026 | 0.00 | 6,888.00 |
| Carver County | 08/20/2026 | 0.00 | 1,600.00 |
| CEMSTONE PRODUCTS CO | 08/20/2026 | 0.00 | 428.75 |
| CITY OF CHASKA | 08/20/2026 | 0.00 | 1,120.96 |
| CORE & MAIN LP | 08/20/2026 | 0.00 | 98.14 |
| Dakota Prairie Composting | 08/20/2026 | 0.00 | 252.00 |
| DEM-CON LANDFILL | 08/20/2026 | 0.00 | 4,133.19 |
| Earl F Andersen Inc | 08/20/2026 | 0.00 | 1,288.00 |
| Felipe Denarvaez | 08/20/2026 | 0.00 | 3,000.00 |
| Flagship Recreation | 08/20/2026 | 0.00 | 258,877.51 |
| GOPHER STATE ONE-CALL INC | 08/20/2026 | 0.00 | 1,156.95 |
| HAWKINS CHEMICAL | 08/20/2026 | 0.00 | 6,066.78 |
| HealthPartners, Inc. | 08/20/2026 | 0.00 | 100,214.25 |
| Holly Wood | 08/20/2026 | 0.00 | 937.50 |
| Ideal Service Inc. | 08/20/2026 | 0.00 | 3,784.00 |
| Infosend, Inc | 08/20/2026 | 0.00 | 7,584.25 |
| Kraus-Anderson Construction Company | 08/20/2026 | 0.00 | 59,677.36 |
| Kris Knox | 08/20/2026 | 0.00 | 1,000.00 |
| Loch Monster Plumbing, LLC | 08/20/2026 | 0.00 | 485.00 |
| Lockridge Grindal Nauen P.L.L.P | 08/20/2026 | 0.00 | 3,333.33 |
| LVC Companies Inc | 08/20/2026 | 0.00 | 1,020.00 |
| Macqueen Emergency Group | 08/20/2026 | 0.00 | 10,888.63 |
| MERLINS ACE HARDWARE | 08/20/2026 | 0.00 | 641.82 |
| METROPOLITAN COUNCIL | 08/20/2026 | 0.00 | 264,887.91 |
| MID COUNTY COOP | 08/20/2026 | 0.00 | 306.48 |
| MSB Excavating & Tiling | 08/20/2026 | 0.00 | 140,809.38 |
| NEOGOV | 08/20/2026 | 0.00 | 15,330.53 |
| North American Safety, Inc. | 08/20/2026 | 0.00 | 468.81 |
| NORTHWEST ASPHALT INC | 08/20/2026 | 0.00 | 5,734.67 |
| NvoicePay | 08/20/2026 | 0.00 | 819.52 |
| Pioneer Athletics | 08/20/2026 | 0.00 | 783.76 |
| POMP'S TIRE SERVICE INC | 08/20/2026 | 0.00 | 677.46 |
| PRAIRIE RESTORATIONS INC | 08/20/2026 | 0.00 | 495.00 |
| PRECISE MRM LLC | 08/20/2026 | 0.00 | 357.00 |
| Premium Waters, Inc | 08/20/2026 | 0.00 | 4.38 |
| Pro-Tree Outdoor Services | 08/20/2026 | 0.00 | 10,725.10 |
| ROADKILL ANIMAL CONTROL | 08/20/2026 | 0.00 | 129.00 |
| SAFEASSURE CONSULTANTS INC | 08/20/2026 | 0.00 | 11,475.86 |
| Senior Community Services | 08/20/2026 | 0.00 | 450.00 |
| Shred-N-Go Inc | 08/20/2026 | 0.00 | 3,260.00 |
| Silva Screenprinting & Dist, LLC | 08/20/2026 | 0.00 | 988.56 |

| Vendor Name | Check Date | Void Checks | Check Amount |
|---|---|---|---|
| SRF CONSULTING GROUP INC | 08/20/2026 | 0.00 | 761.93 |
| SUBURBAN CHEVROLET | 08/20/2026 | 0.00 | 56.46 |
| TimeSaver Off Site Secretarial, Inc | 08/20/2026 | 0.00 | 480.50 |
| United Rentals (North America), Inc. | 08/20/2026 | 0.00 | 780.50 |
| USA BLUE BOOK | 08/20/2026 | 0.00 | 2,156.50 |
| VALLEY PAVING INC | 08/20/2026 | 0.00 | 788,452.60 |
| VESSCO INC | 08/20/2026 | 0.00 | 1,313.66 |
| Waste Management of Minnesota, Inc | 08/20/2026 | 0.00 | 2,347.78 |
| WATSON COMPANY | 08/20/2026 | 0.00 | 1,123.67 |
| WAYTEK INC | 08/20/2026 | 0.00 | 122.30 |
| Report Total: | | 295.00 | 3,454,923.79 |

# AP
## Check Detail

User: dwashburn@chanhassenmn.gov
Printed: 8/21/2026 10:45:57 AM

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Acco Brands Direct | 101-1120-4110 | 471.99 | 6/16/2026 | Large Laminating Refill |
| | | 471.99 | 6/16/2026 | |
| Acco Brands Direct | | 471.99 | | |
| Ace Hardware Corporation | 101-1120-4110 | 56.59 | 6/16/2026 | Chairs for garage shower room |
| | | 56.59 | 6/16/2026 | |
| Ace Hardware Corporation | | 56.59 | | |
| ACI Learning | 101-1160-4370 | 467.25 | 6/16/2026 | IT Pro TV |
| | | 467.25 | 6/16/2026 | |
| ACI Learning | | 467.25 | | |
| Adorama | 101-1125-4260 | 10.31 | 6/16/2026 | Drone Anti-Collision Light |
| Adorama | 720-0000-4260 | 10.30 | 6/16/2026 | Drone Anti-Collision Light |
| | | 20.61 | 6/16/2026 | |
| Adorama | | 20.61 | | |
| AIR COMPRESSORS PLUS | 101-1370-4120 | 349.00 | 8/6/2026 | air drier fan |
| | | 349.00 | 8/6/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| AIR COMPRESSORS PLUS | | 349.00 | | |
| Albrecht Sign Company | 101-1120-4110 | 167.67 | 6/16/2026 | Sign plaques for cubicles |
| | | 167.67 | 6/16/2026 | |
| Albrecht Sign Company | | 167.67 | | |
| ALDI | 101-1220-4372 | 6.33 | 6/16/2026 | Cream Cheese  Peanut butter  Organic Preserves |
| | | 6.33 | 6/16/2026 | |
| ALDI | | 6.33 | | |
| ALEX AIR APPARATUS 2 LLC | 101-1220-4530 | 334.53 | 8/13/2026 | Quarterly Air Quality Test |
| | | 334.53 | 8/13/2026 | |
| ALEX AIR APPARATUS 2 LLC | | 334.53 | | |
| Al-Hilwani Juli | 101-1530-4347 | 281.25 | 8/6/2026 | Personal Training |
| | | 281.25 | 8/6/2026 | |
| Al-Hilwani Juli | 101-1530-4347 | 300.00 | 8/13/2026 | 10 Pack - Kramer |
| | | 300.00 | 8/13/2026 | |
| Al-Hilwani Juli | | 581.25 | | |
| Allan Dorney Construction Co | 101-0000-2073 | 500.00 | 8/20/2026 | Erosion escrow 6450 Minnewashta Pkwy  #743496 |
| | | 500.00 | 8/20/2026 | |
| Allan Dorney Construction Co | | 500.00 | | |
| Alt Lisa | 700-7204-4901 | 100.00 | 8/6/2026 | Water Wise Rebate- Clothes Washer |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 100.00 | 8/6/2026 | |
| Alt Lisa | | 100.00 | | |
| Amazon | 101-1120-4110 | 92.84 | 6/16/2026 | Recycle Cans Desks |
| Amazon | 101-1220-4290 | 91.10 | 6/16/2026 | Printer Ink |
| Amazon | 101-1220-4165 | 20.79 | 6/16/2026 | Dishwasher pods |
| Amazon | 101-1530-4150 | 92.95 | 6/16/2026 | Towels for Fitness |
| Amazon | 101-1220-4165 | 14.98 | 6/16/2026 | Cups for training |
| Amazon | 101-1120-4110 | 36.95 | 6/16/2026 | Proclamation Frame MB |
| Amazon | 101-1312-4530 | 66.34 | 6/16/2026 | Scrubber part |
| Amazon | 700-0000-4150 | 28.80 | 6/16/2026 | Dry Erase Board  Dry Erase Markers  Car Organizer |
| Amazon | 101-1220-4240 | 390.00 | 6/16/2026 | Fire Boots |
| Amazon | 101-1320-4120 | 72.35 | 6/16/2026 | Hydraulic coupling |
| Amazon | 101-1220-4210 | 82.89 | 6/16/2026 | Officer Book |
| Amazon | 101-1120-4110 | 125.46 | 6/16/2026 | Paper towels |
| Amazon | 101-1220-4120 | 35.56 | 6/16/2026 | Vests |
| Amazon | 101-1160-4132 | 40.00 | 6/16/2026 | iPhone 17 case |
| Amazon | 101-1120-4110 | 9.74 | 6/16/2026 | Badge Holders Clear |
| Amazon | 101-1120-4110 | 99.12 | 6/16/2026 | Paper Plates  Plastic Forks  Paper Napkins |
| Amazon | 101-1120-4110 | 5.07 | 6/16/2026 | Wire Mesh Pen holder |
| Amazon | 101-1120-4110 | 74.70 | 6/16/2026 | Recycle Cans |
| Amazon | 101-1120-4110 | 38.20 | 6/16/2026 | Phone Logs Engineering |
| Amazon | 101-1120-4110 | 24.39 | 6/16/2026 | Foot rest for DeeAnn |
| Amazon | 101-1120-4110 | 19.79 | 6/16/2026 | Badge Lanyards |
| Amazon | 101-1120-4110 | 27.28 | 6/16/2026 | Cubicle Hooks  Magnetic Push Pins |
| Amazon | 101-1320-4120 | 22.49 | 6/16/2026 | Auto crane cover solenoid |
| Amazon | 101-1120-4110 | 55.63 | 6/16/2026 | Tape Paperclips Pens Laminating |
| Amazon | 101-1220-4290 | 23.20 | 6/16/2026 | Brochure and hand out folders |
| Amazon | 101-1220-4120 | 17.98 | 6/16/2026 | Toggle switch |
| Amazon | 101-1160-4136 | 4.40 | 6/16/2026 | Fuses for DSX panels |
| Amazon | 101-1530-4150 | 31.50 | 6/16/2026 | Goo Gone  Hand Sanitzer |
| Amazon | 101-1120-4110 | 10.92 | 6/16/2026 | Envelopes  Index Cards |
| Amazon | 101-1120-4110 | 22.84 | 6/16/2026 | Tide Pen Organizing Baskets |
| Amazon | 101-1160-4132 | 17.99 | 6/16/2026 | HDMI to Displayport Adapter |
| Amazon | 101-1312-4530 | 184.41 | 6/16/2026 | Scrubber vacuum motor |
| Amazon | 101-1160-4132 | 49.99 | 6/16/2026 | Monitor privacy screens |
| Amazon | 101-1160-4132 | 5.96 | 6/16/2026 | iPhone screen protectors |
| Amazon | 700-0000-4310 | 12.47 | 6/16/2026 | Project phone holder |
| Amazon | 101-1550-4120 | 21.99 | 6/16/2026 | Extension Spring Lazer |
| Amazon | 101-1530-4120 | -40.15 | 6/16/2026 | Replacement wheels return |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Amazon | 101-1160-4131 | 59.99 | 6/16/2026 | iPhone 16 cell phone case |
| Amazon | 701-0000-4150 | 28.81 | 6/16/2026 | Dry Erase Board  Dry Erase Markers  Car Organizer |
| Amazon | 101-1220-4120 | 37.16 | 6/16/2026 | Vests |
| Amazon | 101-1160-4132 | 9.86 | 6/16/2026 | iPhone 17 screen protector |
| Amazon | 101-1120-4110 | 11.89 | 6/16/2026 | Febreeze Bathrooms |
| Amazon | 101-1125-4260 | 52.53 | 6/16/2026 | DZ Comms Video Props |
| Amazon | 101-1160-4136 | 8.80 | 6/16/2026 | Fuses for DSX panels |
| Amazon | 101-1120-4110 | 125.18 | 6/16/2026 | Garbage Bins office Door Hang Bags engineering |
| Amazon | 101-1600-4130 | 8.92 | 6/16/2026 | Plastic ID Badge Holder |
| Amazon | 101-1220-4165 | 13.98 | 6/16/2026 | Laundry detergent |
| Amazon | 101-1320-4120 | 17.70 | 6/16/2026 | Fitting |
| Amazon | 101-1220-4240 | 174.58 | 6/16/2026 | Duty Pants |
| Amazon | 101-1120-4110 | 4.74 | 6/16/2026 | Eyeglass Repair Kit |
| Amazon | 701-0000-4310 | 12.47 | 6/16/2026 | Project phone holder |
| Amazon | 101-1160-4131 | 74.99 | 6/16/2026 | New hire cell phone case |
| Amazon | 101-1120-4110 | 88.95 | 6/16/2026 | Recycle Cans Canceled Order Never arrived |
| Amazon | 101-1120-4110 | -88.95 | 6/16/2026 | CREDIT reverse charge Recycle Cans Didn't Arrive |
| Amazon | 101-1170-4120 | 31.99 | 6/16/2026 | micro filters vacuum |
| Amazon | 101-1120-4110 | 15.51 | 6/16/2026 | Badge Holders Leather |
| Amazon | 101-1170-4120 | 16.48 | 6/16/2026 | micro filters vacuum |
| Amazon | 101-1160-4133 | 239.97 | 6/16/2026 | Battery UPS units for team alert panic button computers |
| Amazon | 101-1530-4120 | 113.99 | 6/16/2026 | Projector Screen |
| Amazon | 101-1120-4110 | 113.92 | 6/16/2026 | Office Supplies-badge holders/organizers/batteries/duct |
| Amazon | 101-1160-4207 | 13.46 | 6/16/2026 | Monthly AWS charge for sewer video hosting |
| | | 3,117.84 | 6/16/2026 | |
| Amazon | | 3,117.84 | | |
| American Coney Island | 101-1420-4381 | 14.77 | 6/16/2026 | APA National Conference Lunch 4 26 |
| | | 14.77 | 6/16/2026 | |
| American Coney Island | | 14.77 | | |
| American Family Life Assurance Company of Columbus | 101-0000-2008 | 85.02 | 8/6/2026 | July premium |
| | | 85.02 | 8/6/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| American Family Life Assurance Company of Columbus | | 85.02 | | |
| Anundson Maria | 101-1425-4906 | 150.00 | 8/13/2026 | Tree Rebate- 2 trees |
| | | 150.00 | 8/13/2026 | |
| Anundson Maria | | 150.00 | | |
| Apple.com | 701-0000-4310 | 0.49 | 6/16/2026 | iPhone storage |
| Apple.com | 700-0000-4310 | 0.50 | 6/16/2026 | iPhone storage |
| Apple.com | 101-1220-4210 | 32.66 | 6/16/2026 | Subscription for training video use |
| | | 33.65 | 6/16/2026 | |
| Apple.com | | 33.65 | | |
| ARAMARK Refreshment Services, LLC | 101-1560-4112 | 58.34 | 8/6/2026 | Senior Center Coffee |
| ARAMARK Refreshment Services, LLC | 101-1120-4112 | 297.90 | 8/6/2026 | City Hall Coffee |
| ARAMARK Refreshment Services, LLC | 101-1120-4112 | 405.33 | 8/6/2026 | Public Works Coffee Order |
| ARAMARK Refreshment Services, LLC | 101-1120-4113 | 111.57 | 8/6/2026 | Bevi Water Flavors |
| ARAMARK Refreshment Services, LLC | 101-1120-4112 | 132.81 | 8/6/2026 | Fire Station Coffee Order |
| | | 1,005.95 | 8/6/2026 | |
| ARAMARK Refreshment Services, LLC | 101-1120-4113 | 150.00 | 8/20/2026 | Bevi Rental |
| | | 150.00 | 8/20/2026 | |
| ARAMARK Refreshment Services, LLC | | 1,155.95 | | |
| Architectural Sales of Minnesota Inc | 414-4010-4702 | 18,121.25 | 8/6/2026 | Pay App #8 Civic Campus |
| | | 18,121.25 | 8/6/2026 | |
| Architectural Sales of Minnesota Inc | | 18,121.25 | | |
| ASPEN MILLS | 101-1220-4240 | 159.99 | 8/6/2026 | Uniform boots |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 159.99 | 8/6/2026 | |
| ASPEN MILLS | 101-1220-4240 | 1,038.04 | 8/13/2026 | New employee uniform |
| | | 1,038.04 | 8/13/2026 | |
| ASPEN MILLS | | 1,198.03 | | |
| Avlaki Drainage Solutions | 601-6060-4751 | 2,430.00 | 8/20/2026 | 8230 Stone Creek Dr. – 24-01 sidewalk panel replacement |
| | | 2,430.00 | 8/20/2026 | |
| Avlaki Drainage Solutions | | 2,430.00 | | |
| B&H Photo | 101-1125-4260 | 357.65 | 6/16/2026 | Drone Battery Replacements (x3) |
| B&H Photo | 720-0000-4260 | 357.66 | 6/16/2026 | Drone Battery Replacements (x3) |
| | | 715.31 | 6/16/2026 | |
| B&H Photo | | 715.31 | | |
| Batteries Plus Bulbs #1248 | 101-1370-4140 | 171.12 | 8/20/2026 | Battery for Dodge Caravan (162) |
| | | 171.12 | 8/20/2026 | |
| Batteries Plus Bulbs #1248 | | 171.12 | | |
| Bitly, Inc | 101-1125-4229 | 35.00 | 6/16/2026 | Bitly subscription |
| | | 35.00 | 6/16/2026 | |
| Bitly, Inc | | 35.00 | | |
| Blankenship Jordan | 700-7204-4901 | 50.00 | 8/13/2026 | Water Wise Rebate- Irrigation Controller |
| | | 50.00 | 8/13/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Blankenship Jordan | | 50.00 | | |
| Boarman Kroos Vogel Group Inc | 416-0000-4300 | 59,195.05 | 8/6/2026 | Chan Community Center A/E Services |
| | | 59,195.05 | 8/6/2026 | |
| Boarman Kroos Vogel Group Inc | | 59,195.05 | | |
| Boba Tonka Bubble Tea | 101-1540-4130 | 1,650.00 | 6/16/2026 | Bubble Tea Prepay - Lake Ann Concessions |
| | | 1,650.00 | 6/16/2026 | |
| Boba Tonka Bubble Tea | | 1,650.00 | | |
| BOLTON & MENK INC | 101-1310-4303 | 14,081.00 | 8/13/2026 | 2026 Funding Support |
| | | 14,081.00 | 8/13/2026 | |
| BOLTON & MENK INC | 601-6048-4300 | 935.66 | 8/20/2026 | PMP @ 67% |
| BOLTON & MENK INC | 700-6053-4303 | 1,144.75 | 8/20/2026 | Water @ 10% |
| BOLTON & MENK INC | 700-6067-4303 | 3,485.65 | 8/20/2026 | Water @ 9% |
| BOLTON & MENK INC | 720-6048-4300 | 97.76 | 8/20/2026 | Storm @ 7% |
| BOLTON & MENK INC | 701-6048-4300 | 181.54 | 8/20/2026 | Sanitary @ 13% |
| BOLTON & MENK INC | 720-6067-4303 | 12,780.74 | 8/20/2026 | Storm @ 33% |
| BOLTON & MENK INC | 601-6053-4303 | 6,868.50 | 8/20/2026 | PMP @ 60% |
| BOLTON & MENK INC | 601-6067-4303 | 20,526.64 | 8/20/2026 | PMP @ 53% |
| BOLTON & MENK INC | 701-6067-4303 | 1,936.47 | 8/20/2026 | Sanitary @ 5% |
| BOLTON & MENK INC | 700-6048-4300 | 181.54 | 8/20/2026 | Water @ 13% |
| BOLTON & MENK INC | 720-6053-4303 | 2,518.45 | 8/20/2026 | Storm @ 22% |
| BOLTON & MENK INC | 701-6053-4303 | 915.80 | 8/20/2026 | Sanitary @ 8% |
| | | 51,573.50 | 8/20/2026 | |
| BOLTON & MENK INC | | 65,654.50 | | |
| BOUND TREE MEDICAL LLC | 101-1220-4142 | 465.99 | 8/13/2026 | Epi injector pen |
| | | 465.99 | 8/13/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| BOUND TREE MEDICAL LLC | | 465.99 | | |
| BRAUN INTERTEC CORPORATION | 601-6040-4300 | 3,245.62 | 8/13/2026 | City 25% |
| BRAUN INTERTEC CORPORATION | 701-6060-4300 | 567.80 | 8/13/2026 | Sanitary 8% |
| BRAUN INTERTEC CORPORATION | 720-6060-4300 | 1,561.45 | 8/13/2026 | Storm 22% |
| BRAUN INTERTEC CORPORATION | 701-6060-4300 | 1,515.24 | 8/13/2026 | Sanitary @ 8% |
| BRAUN INTERTEC CORPORATION | 601-6060-4300 | 4,187.53 | 8/13/2026 | PMP 59% |
| BRAUN INTERTEC CORPORATION | 601-6140-4300 | 9,736.88 | 8/13/2026 | County 75% |
| BRAUN INTERTEC CORPORATION | 601-6060-4300 | 11,174.90 | 8/13/2026 | PMP @ 59% |
| BRAUN INTERTEC CORPORATION | 720-6060-4300 | 4,166.91 | 8/13/2026 | Storm @ 22% |
| BRAUN INTERTEC CORPORATION | 700-6060-4300 | 780.72 | 8/13/2026 | Water 11% |
| BRAUN INTERTEC CORPORATION | 601-6053-4303 | 10,764.50 | 8/13/2026 | #25-01 Constrctuion Materials Testing |
| BRAUN INTERTEC CORPORATION | 700-6060-4300 | 2,083.45 | 8/13/2026 | Water @ 11% |
| BRAUN INTERTEC CORPORATION | 601-6040-4300 | 10,638.50 | 8/13/2026 | City 25% |
| BRAUN INTERTEC CORPORATION | 601-6140-4300 | 31,915.50 | 8/13/2026 | County 75% |
| | | 92,339.00 | 8/13/2026 | |
| BRAUN INTERTEC CORPORATION | | 92,339.00 | | |
| BS & A Software | 101-1160-4236 | 6,888.00 | 8/20/2026 | Permit application service fee |
| | | 6,888.00 | 8/20/2026 | |
| BS & A Software | | 6,888.00 | | |
| Burgmeier Nicole | 101-1425-4906 | 75.00 | 8/6/2026 | Tree Rebate- 1 Tree |
| | | 75.00 | 8/6/2026 | |
| Burgmeier Nicole | | 75.00 | | |
| CAMPBELL KNUTSON | 101-0000-2076 | 2,262.20 | 8/6/2026 | The Park |
| CAMPBELL KNUTSON | 601-6058-4701 | 504.40 | 8/6/2026 | MMSW Condemnation |
| CAMPBELL KNUTSON | 101-0000-2076 | 720.00 | 8/6/2026 | Eden Springs |
| CAMPBELL KNUTSON | 101-0000-2076 | 80.00 | 8/6/2026 | Santa Vera Phase II |
| CAMPBELL KNUTSON | 101-1140-4302 | 17,735.05 | 8/6/2026 | Legal Fees - June 2026 |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 21,301.65 | 8/6/2026 | |
| CAMPBELL KNUTSON | | 21,301.65 | | |
| Canva | 101-1220-4210 | 15.00 | 6/16/2026 | monthly subscription for training use |
| | | 15.00 | 6/16/2026 | |
| Canva | | 15.00 | | |
| Capitol Complex ePark Pay Station | 101-1220-4381 | 8.00 | 6/16/2026 | Parking at capitol for fire service day |
| | | 8.00 | 6/16/2026 | |
| Capitol Complex ePark Pay Station | | 8.00 | | |
| Caribou Coffee | 101-1425-4573 | 65.28 | 6/16/2026 | Coffee Canteens |
| | | 65.28 | 6/16/2026 | |
| Caribou Coffee | | 65.28 | | |
| Carver County | 700-1160-4326 | 750.00 | 8/20/2026 | Dark fiber utility locations |
| Carver County | 101-1160-4326 | 850.00 | 8/20/2026 | Monthly Dark fiber city buildings |
| | | 1,600.00 | 8/20/2026 | |
| Carver County | | 1,600.00 | | |
| CEMSTONE PRODUCTS CO | 101-1320-4157 | 428.75 | 8/20/2026 | curb repair |
| | | 428.75 | 8/20/2026 | |
| CEMSTONE PRODUCTS CO | | 428.75 | | |
| CENTERPOINT ENERGY MINNEGASCO | 701-0000-4321 | 25.10 | 8/5/2026 | Gas Charges |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 25.10 | 8/5/2026 | |
| CENTERPOINT ENERGY MINNEGASCO | 701-0000-4321 | 43.70 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 101-1170-4321 | 23.05 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 101-1530-4321 | 45.99 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 101-1600-4321 | 22.00 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 700-0000-4321 | 36.29 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 101-1190-4321 | 128.38 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 700-7019-4321 | 37.00 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 700-7043-4321 | 85.00 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 101-1550-4321 | 37.00 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 101-1220-4321 | 101.17 | 8/19/2026 | Gas Charges |
| CENTERPOINT ENERGY MINNEGASCO | 101-1312-4321 | 114.28 | 8/19/2026 | Gas Charges |
| | | 673.86 | 8/19/2026 | |
| CENTERPOINT ENERGY MINNEGASCO | | 698.96 | | |
| CENTURYLINK | 101-1170-4310 | 31.21 | 8/5/2026 | Telephone & Communication Charges |
| | | 31.21 | 8/5/2026 | |
| CenturyLink | 701-0000-4310 | 32.00 | 8/19/2026 | Telephone & Communication Charges |
| CenturyLink | 700-0000-4310 | 32.00 | 8/19/2026 | Telephone & Communication Charges |
| | | 64.00 | 8/19/2026 | |
| CenturyLink | | 95.21 | | |
| Chappell Central Inc | 414-4010-4702 | 22,886.80 | 8/6/2026 | Pay App #19 Civic Campus |
| | | 22,886.80 | 8/6/2026 | |
| Chappell Central Inc | | 22,886.80 | | |
| Chat GPT | 101-1120-4360 | 20.00 | 6/16/2026 | ChatGPT monthly sub |
| | | 20.00 | 6/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Chat GPT | | 20.00 | | |
| Chipotle Mexican Grill | 101-1110-4372 | 227.00 | 6/16/2026 | Chipotle April 27 Council Meal |
| | | 227.00 | 6/16/2026 | |
| Chipotle Mexican Grill | | 227.00 | | |
| Cintas Corporation No. 2 | 101-1320-4510 | 173.14 | 8/6/2026 | first aid kits |
| | | 173.14 | 8/6/2026 | |
| Cintas Corporation No. 2 | 101-1550-4120 | 141.01 | 8/13/2026 | safety |
| | | 141.01 | 8/13/2026 | |
| Cintas Corporation No. 2 | | 314.15 | | |
| City of Bloomington | 720-0000-4323 | 1,148.00 | 8/13/2026 | Beach Monitoring-lab testing |
| | | 1,148.00 | 8/13/2026 | |
| City of Bloomington | | 1,148.00 | | |
| CITY OF CHASKA | 101-1560-4349 | 448.47 | 8/13/2026 | Transportation water & snack for Al & Alma's trip 7/20 |
| | | 448.47 | 8/13/2026 | |
| CITY OF CHASKA | 101-1560-4342 | 1,120.96 | 8/20/2026 | Twins Game Tickets for 31 people on 7/30/26 ($36.16) |
| | | 1,120.96 | 8/20/2026 | |
| CITY OF CHASKA | | 1,569.43 | | |
| Class A Leasing | 101-1550-4370 | 3,980.00 | 6/16/2026 | CDL school - Zach Conway |
| Class A Leasing | 101-1550-4370 | 3,980.00 | 6/16/2026 | New Hire CDL Training - Hudson Pike |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 7,960.00 | 6/16/2026 | |
| Class A Leasing | | 7,960.00 | | |
| COMPUTER INTEGRATION TECHN. | 101-1160-4211 | 314.60 | 8/6/2026 | Datto office 365 cloud backup |
| | | 314.60 | 8/6/2026 | |
| COMPUTER INTEGRATION TECHN. | | 314.60 | | |
| Conway Zack | 101-1550-4370 | 145.00 | 8/19/2026 | Pesticide Applicator Recertification |
| | | 145.00 | 8/19/2026 | |
| Conway Zack | | 145.00 | | |
| CORE & MAIN LP | 720-7207-4150 | 98.14 | 8/20/2026 | storm water repair lake lucy |
| | | 98.14 | 8/20/2026 | |
| CORE & MAIN LP | | 98.14 | | |
| Costco Wholesale | 101-1530-4130 | 6.99 | 6/16/2026 | Pickleball Party Pickles |
| Costco Wholesale | 101-1807-4130 | 21.57 | 6/16/2026 | Pizza for Kids Night |
| Costco Wholesale | 101-1220-4121 | -173.39 | 6/16/2026 | Refund for broken Ice Machine |
| Costco Wholesale | 101-1534-4130 | 119.74 | 6/16/2026 | Dance Recital Flowers |
| Costco Wholesale | 101-1534-4130 | 51.96 | 6/16/2026 | Goldfish snacks for dance recital |
| Costco Wholesale | 101-1120-4372 | 55.98 | 6/16/2026 | Retirement Cakes for Mary Blazanin Celebration |
| Costco Wholesale | 101-1806-4130 | 25.98 | 6/16/2026 | Rice Krispies end of season snack |
| Costco Wholesale | 101-1220-4290 | 29.99 | 6/16/2026 | Disposable Razors |
| Costco Wholesale | 101-1220-4121 | 100.00 | 6/16/2026 | Ice Machine |
| Costco Wholesale | 101-1220-4372 | 54.53 | 6/16/2026 | Food for GM Training |
| Costco Wholesale | 101-1534-4130 | 120.24 | 6/16/2026 | Dance Recital Flowers |
| Costco Wholesale | 101-1220-4142 | 32.00 | 6/16/2026 | Water |
| | | 445.59 | 6/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Costco Wholesale | | 445.59 | | |
| Craguns Lodge and Golf Resort | 101-1123-4381 | 341.46 | 6/16/2026 | EDAM Summer Conference Hotel - Cragun's Resort |
| Craguns Lodge and Golf Resort | 101-1420-4381 | 341.46 | 6/16/2026 | EDAM summer conference lodging - Eric Maass |
| Craguns Lodge and Golf Resort | 101-1420-4381 | 341.46 | 6/16/2026 | EDAM 2026 Summer Conference Lodging - Rachel A |
| Craguns Lodge and Golf Resort | 101-1420-4381 | 341.46 | 6/16/2026 | EDAM 2026 Summer Conference Lodging - Gwen |
| Craguns Lodge and Golf Resort | 101-1420-4381 | 341.46 | 6/16/2026 | EDAM 2026 Summer Conference Lodging - Rachel J |
| | | 1,707.30 | 6/16/2026 | |
| Craguns Lodge and Golf Resort | | 1,707.30 | | |
| Crawford Door Sales Company | 414-4010-4702 | 10,858.50 | 8/6/2026 | Pay App #3 Civic Campus |
| | | 10,858.50 | 8/6/2026 | |
| Crawford Door Sales Company | | 10,858.50 | | |
| Crown Awards | 101-1534-4346 | 166.88 | 6/16/2026 | Dancer End of Season Awards |
| | | 166.88 | 6/16/2026 | |
| Crown Awards | | 166.88 | | |
| Cub Foods | 101-1220-4140 | 34.75 | 6/16/2026 | Distilled Water |
| Cub Foods | 101-1110-4372 | 10.88 | 6/16/2026 | Pop for City Council |
| Cub Foods | 101-1425-4573 | 44.32 | 6/16/2026 | Donuts napkins bananas plastic spoons clementines |
| Cub Foods | 101-1320-4150 | 16.68 | 6/16/2026 | Distilled Water |
| | | 106.63 | 6/16/2026 | |
| Cub Foods | | 106.63 | | |
| Cutter Parts Online | 101-1550-4120 | 591.47 | 6/16/2026 | Workman aftermarket clutch kit |
| | | 591.47 | 6/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Cutter Parts Online | | 591.47 | | |
| Dakota Prairie Composting | 700-0000-4150 | 324.00 | 6/16/2026 | Black dirt for yard restoration |
| | | 324.00 | 6/16/2026 | |
| Dakota Prairie Composting | 101-1320-4158 | 252.00 | 8/20/2026 | topsoil |
| | | 252.00 | 8/20/2026 | |
| Dakota Prairie Composting | | 576.00 | | |
| DAYCO CONCRETE COMPANY | 414-4010-4702 | 25,242.13 | 8/6/2026 | Pay App #18 Civic Campus |
| | | 25,242.13 | 8/6/2026 | |
| DAYCO CONCRETE COMPANY | | 25,242.13 | | |
| DELEGARD TOOL COMPANY | 101-1370-4260 | 231.58 | 8/6/2026 | cord reels |
| DELEGARD TOOL COMPANY | 101-1370-4260 | 7.70 | 8/6/2026 | tool-upholstry remover |
| | | 239.28 | 8/6/2026 | |
| DELEGARD TOOL COMPANY | | 239.28 | | |
| DEM-CON LANDFILL | 101-1550-4329 | 700.00 | 8/20/2026 | waste from parks |
| DEM-CON LANDFILL | 101-1320-4150 | 3,433.19 | 8/20/2026 | street sweeping |
| | | 4,133.19 | 8/20/2026 | |
| DEM-CON LANDFILL | | 4,133.19 | | |
| Denarvaez Felipe | 101-0000-2075 | 3,000.00 | 8/20/2026 | 6230 Arbor Ln. Landscape Escrow |
| | | 3,000.00 | 8/20/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Denarvaez Felipe | | 3,000.00 | | |
| Diamond Vogel, Inc. | 101-1320-4154 | 1,803.20 | 8/13/2026 | white paint |
| Diamond Vogel, Inc. | 101-1320-4154 | 574.00 | 8/13/2026 | yellow paint |
| | | 2,377.20 | 8/13/2026 | |
| Diamond Vogel, Inc. | | 2,377.20 | | |
| DISPLAY SALES COMPANY | 101-1550-4120 | 653.00 | 8/13/2026 | Flag poles for 78th street (restock) |
| | | 653.00 | 8/13/2026 | |
| DISPLAY SALES COMPANY | | 653.00 | | |
| Dollar Tree Stores Inc | 101-1425-4573 | 2.71 | 6/16/2026 | Arbor Day expense - Spray Bottles |
| | | 2.71 | 6/16/2026 | |
| Dollar Tree Stores Inc | | 2.71 | | |
| Earl F Andersen Inc | 101-1320-4155 | 1,288.00 | 8/20/2026 | street signs |
| | | 1,288.00 | 8/20/2026 | |
| Earl F Andersen Inc | | 1,288.00 | | |
| Ebert Inc | 414-4010-4702 | 34,160.10 | 8/6/2026 | Pay App #12 Civic Campus |
| | | 34,160.10 | 8/6/2026 | |
| Ebert Inc | | 34,160.10 | | |
| ECM Publishers Inc | 101-1120-4210 | 72.00 | 6/16/2026 | City Subscription to Sun Sailor Newspaper |
| | | 72.00 | 6/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| ECM PUBLISHERS INC | 101-1120-4336 | 28.70 | 8/6/2026 | Public Accuracy Test Publication |
| | | 28.70 | 8/6/2026 | |
| ECM PUBLISHERS INC | 101-1120-4336 | 131.20 | 8/13/2026 | Youth Commissioner Vacancies |
| ECM PUBLISHERS INC | 101-1420-4336 | 41.00 | 8/13/2026 | Aug 3 PH 1190 & 1200 Lyman Blv PO # 26-11 |
| ECM PUBLISHERS INC | 101-1120-4336 | 32.80 | 8/13/2026 | Publication of Ord 766 |
| ECM PUBLISHERS INC | 101-1120-4336 | 86.10 | 8/13/2026 | Publication of Ordinance 765 |
| | | 291.10 | 8/13/2026 | |
| ECM PUBLISHERS INC | | 391.80 | | |
| Engel Water Testing Inc | 700-0000-4300 | 1,350.00 | 8/13/2026 | water samples |
| | | 1,350.00 | 8/13/2026 | |
| Engel Water Testing Inc | | 1,350.00 | | |
| Enterprise FM Trust | 400-0000-4811 | 17.56 | 8/12/2026 | 606 - 22 Ford Rang #25G23Z |
| Enterprise FM Trust | 400-0000-4810 | 863.81 | 8/12/2026 | 401 - 23 Chev Silv #26RPBZ |
| Enterprise FM Trust | 400-0000-4811 | 23.85 | 8/12/2026 | 405 - 22 Chev Silv #25G5QQ |
| Enterprise FM Trust | 701-0000-4811 | 60.06 | 8/12/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 701-0000-4811 | 67.82 | 8/12/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 700-0000-2317 | 464.95 | 8/12/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 700-0000-2317 | 468.58 | 8/12/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 400-0000-4810 | 858.01 | 8/12/2026 | 505 - 23 Chev Silv #26RP8Z |
| Enterprise FM Trust | 400-0000-4811 | 74.13 | 8/12/2026 | 132 - 23 Chev Silv #25WNCN |
| Enterprise FM Trust | 701-0000-2317 | 464.95 | 8/12/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 400-0000-4811 | 16.80 | 8/12/2026 | 605 - 22 Ford Rang #25G25M |
| Enterprise FM Trust | 701-0000-2317 | 461.95 | 8/12/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 701-0000-2317 | 234.11 | 8/12/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 701-0000-4811 | 68.18 | 8/12/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 400-0000-4811 | 141.09 | 8/12/2026 | 501 - 23 Chev Silv #26RL44 |
| Enterprise FM Trust | 400-0000-4811 | 420.84 | 8/12/2026 | 206 - 26 Chev Tahoe #29P275 |
| Enterprise FM Trust | 700-0000-4811 | 61.21 | 8/12/2026 | 308 - 24 Chev Silv #27RZHT |
| Enterprise FM Trust | 701-0000-4413 | 346.18 | 8/12/2026 | 305 - 22 Chev Silv #25G5QR |
| Enterprise FM Trust | 400-0000-4810 | 729.15 | 8/12/2026 | 411 - 22 Chev Silv #25G8CL |
| Enterprise FM Trust | 400-0000-4810 | 855.98 | 8/12/2026 | 410 - 24 GMC Sier #27NDJB |
| Enterprise FM Trust | 400-0000-4810 | 593.75 | 8/12/2026 | 801 - 24 Chry Paci #2754MQ |
| Enterprise FM Trust | 701-0000-4811 | 61.80 | 8/12/2026 | 303 - 24 Chev Silv #27MGR7 |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Enterprise FM Trust | 400-0000-4810 | 855.98 | 8/12/2026 | 404 - 24 GMC Sier #27NDJJ |
| Enterprise FM Trust | 700-0000-4811 | 61.80 | 8/12/2026 | 303 - 24 Chev Silv #27MGR7 |
| Enterprise FM Trust | 400-0000-4810 | 859.87 | 8/12/2026 | 419 - 23 Chev Silv #25XGMJ |
| Enterprise FM Trust | 400-0000-4811 | 206.82 | 8/12/2026 | 131 - 24 Chev Silv #27NDJK |
| Enterprise FM Trust | 400-0000-4810 | 528.60 | 8/12/2026 | 606 - 22 Ford Rang #25G23Z |
| Enterprise FM Trust | 400-0000-4810 | 859.77 | 8/12/2026 | 403 - 23 Chev Silv #25XGMK |
| Enterprise FM Trust | 400-0000-4811 | 124.00 | 8/12/2026 | 203 - 23 Chev Silv #26RPC3 |
| Enterprise FM Trust | 701-0000-2317 | 461.58 | 8/12/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 400-0000-4810 | 796.12 | 8/12/2026 | 131 - 24 Chev Silv #27NDJK |
| Enterprise FM Trust | 700-0000-2317 | 461.58 | 8/12/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 700-0000-4811 | 24.09 | 8/12/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 700-0000-4811 | 67.82 | 8/12/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 400-0000-4810 | 911.65 | 8/12/2026 | 206 - 26 Chev Tahoe #29P275 |
| Enterprise FM Trust | 400-0000-4811 | 193.47 | 8/12/2026 | 430 - 24 Chry Paci #275N63 |
| Enterprise FM Trust | 400-0000-4810 | 725.81 | 8/12/2026 | 408 - 22 Chev Silv #25G89X |
| Enterprise FM Trust | 701-0000-4811 | 24.10 | 8/12/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 400-0000-4413 | 749.81 | 8/12/2026 | 201 - 22 GMC Yuko #25MPSN |
| Enterprise FM Trust | 400-0000-4811 | 127.02 | 8/12/2026 | 204 - 23 Chev Tahoe #25WDVL |
| Enterprise FM Trust | 400-0000-4811 | 199.65 | 8/12/2026 | 801 - 24 Chry Paci #2754MQ |
| Enterprise FM Trust | 400-0000-4811 | 75.71 | 8/12/2026 | 419 - 23 Chev Silv #25XGMJ |
| Enterprise FM Trust | 700-0000-4413 | 346.18 | 8/12/2026 | 305 - 22 Chev Silv #25G5QR |
| Enterprise FM Trust | 701-0000-2317 | 428.79 | 8/12/2026 | 308 - 24 Chev Silv #27RZHT |
| Enterprise FM Trust | 400-0000-4811 | 112.60 | 8/12/2026 | 401 - 23 Chev Silv #26RPBZ |
| Enterprise FM Trust | 400-0000-4810 | 701.83 | 8/12/2026 | 603 - 25 Chev Equi #28CM4H |
| Enterprise FM Trust | 400-0000-4811 | 12.62 | 8/12/2026 | 408 - 22 Chev Silv #25G89X |
| Enterprise FM Trust | 400-0000-4811 | 75.70 | 8/12/2026 | 403 - 23 Chev Silv #25XGMK |
| Enterprise FM Trust | 400-0000-4810 | 719.67 | 8/12/2026 | 501 - 23 Chev Silv #26RL44 |
| Enterprise FM Trust | 700-0000-4811 | 68.19 | 8/12/2026 | 301 - 24 Chev Silv #27MGR8 |
| Enterprise FM Trust | 400-0000-4811 | 74.12 | 8/12/2026 | 134 - 23 Chev Silv #25WNKR |
| Enterprise FM Trust | 701-0000-4811 | 66.32 | 8/12/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 400-0000-4811 | 415.52 | 8/12/2026 | 205 - 26 Chev Tahoe #29P27H |
| Enterprise FM Trust | 400-0000-4810 | 858.50 | 8/12/2026 | 130 - 24 GMC Sier #27NF7M |
| Enterprise FM Trust | 700-0000-4811 | 66.32 | 8/12/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 700-0000-4811 | 60.06 | 8/12/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 400-0000-4811 | 76.22 | 8/12/2026 | 602 - 24 Chev Equi #27MF9K |
| Enterprise FM Trust | 700-0000-2317 | 461.94 | 8/12/2026 | 306 - 24 Chev Silv #27MGRB |
| Enterprise FM Trust | 400-0000-4811 | 82.28 | 8/12/2026 | 402 - 23 Chev Silv #25XGMF |
| Enterprise FM Trust | 400-0000-4811 | 113.47 | 8/12/2026 | 505 - 23 Chev Silv #26RP8Z |
| Enterprise FM Trust | 400-0000-4811 | 75.53 | 8/12/2026 | 416 - 23 Chev Silv #25XGMC |
| Enterprise FM Trust | 700-0000-2317 | 234.12 | 8/12/2026 | 307 - 23 Chev Equinox #262P8K |
| Enterprise FM Trust | 701-0000-2317 | 467.47 | 8/12/2026 | 303 - 24 Chev Silv #27MGR7 |
| Enterprise FM Trust | 400-0000-4811 | 219.25 | 8/12/2026 | 130 - 24 GMC Sier #27NF7M |
| Enterprise FM Trust | 400-0000-4810 | 860.11 | 8/12/2026 | 132 - 23 Chev Silv #25WNCN |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Enterprise FM Trust | 701-0000-4811 | 66.32 | 8/12/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 400-0000-4810 | 749.18 | 8/12/2026 | 204 - 23 Chev Tahoe #25WDVL |
| Enterprise FM Trust | 400-0000-4811 | 84.47 | 8/12/2026 | 502 - 23 Chev Blazer #25XQVB |
| Enterprise FM Trust | 400-0000-4810 | 564.98 | 8/12/2026 | 605 - 22 Ford Rang #25G25M |
| Enterprise FM Trust | 400-0000-4810 | 654.04 | 8/12/2026 | 430 - 24 Chry Paci #275N63 |
| Enterprise FM Trust | 700-0000-2317 | 428.79 | 8/12/2026 | 308 - 24 Chev Silv #27RZHT |
| Enterprise FM Trust | 400-0000-4811 | 35.26 | 8/12/2026 | 001 - 22 Ford Esca #26M3MH |
| Enterprise FM Trust | 400-0000-4811 | 225.67 | 8/12/2026 | 404 - 24 GMC Sier #27NDJJ |
| Enterprise FM Trust | 400-0000-4810 | 516.07 | 8/12/2026 | 001 - 22 Ford Esca #26M3MH |
| Enterprise FM Trust | 400-0000-4811 | 225.72 | 8/12/2026 | 410 - 24 GMC Sier #27NDJB |
| Enterprise FM Trust | 400-0000-4810 | 860.10 | 8/12/2026 | 134 - 23 Chev Silv #25WNKR |
| Enterprise FM Trust | 400-0000-4810 | 548.14 | 8/12/2026 | 602 - 24 Chev Equi #27MF9K |
| Enterprise FM Trust | 400-0000-4810 | 635.16 | 8/12/2026 | 502 - 23 Chev Blazer #25XQVB |
| Enterprise FM Trust | 700-0000-4811 | 66.32 | 8/12/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 701-0000-2317 | 468.59 | 8/12/2026 | 310 - 24 Chev Silv #27MGR3 |
| Enterprise FM Trust | 400-0000-4810 | 853.41 | 8/12/2026 | 402 - 23 Chev Silv #25XGMF |
| Enterprise FM Trust | 400-0000-4413 | 571.60 | 8/12/2026 | 412 - 22 GMC Sier #25H28F |
| Enterprise FM Trust | 400-0000-4810 | 715.43 | 8/12/2026 | 405 - 22 Chev Silv #25G5QQ |
| Enterprise FM Trust | 400-0000-4810 | 910.87 | 8/12/2026 | 205 - 26 Chev Tahoe #29P27H |
| Enterprise FM Trust | 400-0000-4811 | 151.52 | 8/12/2026 | 603 - 25 Chev Equi #28CM4H |
| Enterprise FM Trust | 400-0000-4811 | 75.50 | 8/12/2026 | 420 - 23 Chev Silv #25XGMS |
| Enterprise FM Trust | 700-0000-2317 | 464.95 | 8/12/2026 | 315 - 24 Chev Silv #27MGTV |
| Enterprise FM Trust | 400-0000-4810 | 818.90 | 8/12/2026 | 203 - 23 Chev Silv #26RPC3 |
| Enterprise FM Trust | 400-0000-4810 | 857.83 | 8/12/2026 | 416 - 23 Chev Silv #25XGMC |
| Enterprise FM Trust | 400-0000-4811 | 6.09 | 8/12/2026 | 411 - 22 Chev Silv #25G8CL |
| Enterprise FM Trust | 400-0000-4810 | 857.44 | 8/12/2026 | 420 - 23 Chev Silv #25XGMS |
| Enterprise FM Trust | 400-0000-4810 | 749.18 | 8/12/2026 | 202 - 23 Chev Tahoe #25WDVJ |
| Enterprise FM Trust | 400-0000-4811 | 127.02 | 8/12/2026 | 202 - 23 Chev Tahoe #25WDVJ |
| Enterprise FM Trust | 400-0000-4413 | 632.10 | 8/12/2026 | 214 - 22 Chev Silv #25G5D2 |
| Enterprise FM Trust | 400-0000-4413 | 687.60 | 8/12/2026 | 140 - 22 Chev Silv #25G5J6 |
| Enterprise FM Trust | 701-0000-2317 | 464.95 | 8/12/2026 | 314 - 24 Chev Silv #27MGTW |
| Enterprise FM Trust | 700-0000-2317 | 467.48 | 8/12/2026 | 303 - 24 Chev Silv #27MGR7 |
| Enterprise FM Trust | 701-0000-4811 | 61.21 | 8/12/2026 | 308 - 24 Chev Silv #27RZHT |
| | | 37,868.71 | 8/12/2026 | |
| Enterprise FM Trust | | 37,868.71 | | |
| Erpelding Catherine | 700-7204-4901 | 100.00 | 8/6/2026 | Water Wise Rebate- Clothes Washer |
| | | 100.00 | 8/6/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Erpelding Catherine | 700-7204-4901 | 100.00 | 8/13/2026 | Water Wise Rebate- Irrigation Controller and Toilet |
| | | 100.00 | 8/13/2026 | |
| Erpelding Catherine | | 200.00 | | |
| Facebook | 101-1800-4375 | 19.97 | 6/16/2026 | Meta ad for Kids Night at the Rec Center |
| Facebook | 101-1530-4375 | 22.22 | 6/16/2026 | Meta ad for hiring at the Chan Rec Center |
| | | 42.19 | 6/16/2026 | |
| Facebook | | 42.19 | | |
| Ferguson Waterworks #2518 | 701-0000-4240 | 3.89 | 8/6/2026 | gloves |
| Ferguson Waterworks #2518 | 700-0000-4550 | 26.56 | 8/6/2026 | water meter supplies |
| | | 30.45 | 8/6/2026 | |
| Ferguson Waterworks #2518 | 700-0000-4550 | 6,206.21 | 8/13/2026 | Hydrant parts |
| Ferguson Waterworks #2518 | 701-0000-4150 | 120.32 | 8/13/2026 | manhole hooks |
| | | 6,326.53 | 8/13/2026 | |
| Ferguson Waterworks #2518 | | 6,356.98 | | |
| Fire By Trade | 101-1220-4260 | 324.00 | 6/16/2026 | Minuteman hose straps |
| | | 324.00 | 6/16/2026 | |
| Fire By Trade | | 324.00 | | |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 700-0000-2020 | 3.64 | 8/12/2026 | Refund Check 010006-000 6711 Mohawk Drive |
| FIRST AMERICAN TITLE INSURANCE COMPANY | 701-0000-2020 | 9.38 | 8/12/2026 | Refund Check 010006-000 6711 Mohawk Drive |
| | | 13.02 | 8/12/2026 | |
| FIRST AMERICAN TITLE INSURANCE COMPANY | | 13.02 | | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Flagship Recreation | 414-4010-4702 | 152,438.67 | 8/20/2026 | Civic Campus poured-in-place playground surfacing |
| Flagship Recreation | 414-4010-4702 | 102,648.21 | 8/20/2026 | Civic Campus Playground |
| Flagship Recreation | 414-4010-4702 | 3,790.63 | 8/20/2026 | Civic Campus Playground |
| | | 258,877.51 | 8/20/2026 | |
| Flagship Recreation | | 258,877.51 | | |
| Fleet Farm | 701-0000-4405 | 60.67 | 6/16/2026 | Sewer line support for dump site |
| Fleet Farm | 700-0000-4260 | 453.01 | 6/16/2026 | batteries for Milwaukee tools |
| Fleet Farm | 701-0000-4260 | 453.00 | 6/16/2026 | batteries for Milwaukee tools |
| | | 966.68 | 6/16/2026 | |
| Fleet Farm | | 966.68 | | |
| Floors by Beckers, LLC | 414-4010-4702 | 15,192.54 | 8/6/2026 | Pay App #3 Civic Campus |
| | | 15,192.54 | 8/6/2026 | |
| Floors by Beckers, LLC | | 15,192.54 | | |
| FSMN/Lakeside | 101-1600-4240 | 33.50 | 6/16/2026 | Jackie S polo |
| FSMN/Lakeside | 101-1600-4240 | 198.50 | 6/16/2026 | PRC Commissioner polos |
| FSMN/Lakeside | 101-1120-4300 | 32.50 | 6/16/2026 | Polo for new hire (Caramia Ukpo) |
| | | 264.50 | 6/16/2026 | |
| FSMN/Lakeside | | 264.50 | | |
| Fusion | 700-0000-4370 | 44.10 | 6/16/2026 | Hazwoper training |
| Fusion | 700-0000-4370 | 39.00 | 6/16/2026 | Hazwoper training |
| Fusion | 700-0000-4370 | 39.95 | 6/16/2026 | Osha training |
| Fusion | 700-0000-4370 | 42.95 | 6/16/2026 | Hazwoper training - Brett |
| Fusion | 701-0000-4370 | 19.50 | 6/16/2026 | Water Training |
| Fusion | 700-0000-4370 | 42.95 | 6/16/2026 | Hazwoper training - Bill |
| Fusion | 700-0000-4370 | 39.00 | 6/16/2026 | Hazwoper training |
| Fusion | 700-0000-4370 | 19.50 | 6/16/2026 | Water Training |
| Fusion | 700-0000-4370 | 42.95 | 6/16/2026 | Hazwoper Refresher 8hr |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 329.90 | 6/16/2026 | |
| Fusion | | 329.90 | | |
| Germann Elizabeth | 700-7204-4901 | 100.00 | 8/13/2026 | Water Wise Rebate- Dishwasher |
| | | 100.00 | 8/13/2026 | |
| Germann Elizabeth | | 100.00 | | |
| Gertens | 101-1550-4150 | 6,985.43 | 6/16/2026 | Landscape bed vegetation (replacements) |
| Gertens | 101-1550-4150 | 0.02 | 6/16/2026 | Landscape bed vegetation (replacements) |
| | | 6,985.45 | 6/16/2026 | |
| Gertens | | 6,985.45 | | |
| Global Music Rights LLC | 101-1530-4125 | 850.00 | 8/6/2026 | Global Music Rights for music |
| | | 850.00 | 8/6/2026 | |
| Global Music Rights LLC | | 850.00 | | |
| GMH ASPHALT CORP | 720-6054-4751 | 176,498.46 | 8/6/2026 | Storm |
| GMH ASPHALT CORP | 601-6054-4751 | 273,037.33 | 8/6/2026 | PMP |
| GMH ASPHALT CORP | 701-6054-4751 | 3,384.47 | 8/6/2026 | Sanitary |
| GMH ASPHALT CORP | 700-6054-4751 | 60,965.68 | 8/6/2026 | Water |
| | | 513,885.94 | 8/6/2026 | |
| GMH ASPHALT CORP | | 513,885.94 | | |
| GONYEA HOMES | 101-0000-2075 | 750.00 | 8/13/2026 | Landscape escrow - 9335 Eagle Ridge Rd #577329 |
| GONYEA HOMES | 101-0000-2075 | 750.00 | 8/13/2026 | Landscape Escrow- 9415 Eagle Ridge Way #656764 |
| GONYEA HOMES | 101-0000-2075 | 750.00 | 8/13/2026 | Landscape Escrow- 9399 Eagle Ridge Way #666883 |
| GONYEA HOMES | 101-0000-2075 | 750.00 | 8/13/2026 | Landscape escrow 9351 Eagle Ridge #605071 |
| GONYEA HOMES | 101-0000-2075 | 750.00 | 8/13/2026 | Landscape escrow 9463 Eagle Ridge Way #672603 |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| GONYEA HOMES | 101-0000-2075 | 750.00 | 8/13/2026 | Landscape escrow 1934 Della Drive #0660183 |
| | | 4,500.00 | 8/13/2026 | |
| GONYEA HOMES | | 4,500.00 | | |
| GOPHER STATE ONE-CALL INC | 701-0000-4300 | 578.47 | 8/20/2026 | Utility locates |
| GOPHER STATE ONE-CALL INC | 700-0000-4300 | 578.48 | 8/20/2026 | Utility locates |
| | | 1,156.95 | 8/20/2026 | |
| GOPHER STATE ONE-CALL INC | | 1,156.95 | | |
| GoTo Communications Inc | 700-0000-4310 | 58.49 | 8/5/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 101-1312-4310 | 191.48 | 8/5/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 701-0000-4310 | 58.49 | 8/5/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 101-1170-4310 | 2,681.71 | 8/5/2026 | Telephone & Communication Charges |
| GoTo Communications Inc | 101-1550-4310 | 51.19 | 8/5/2026 | Telephone & Communication Charges |
| | | 3,041.36 | 8/5/2026 | |
| GoTo Communications Inc | | 3,041.36 | | |
| Government Finance Officers Association | 101-1130-4301 | 495.00 | 6/16/2026 | Distinguished Budget Award Application fee |
| | | 495.00 | 6/16/2026 | |
| Government Finance Officers Association | | 495.00 | | |
| GREEN MEADOWS INC | 101-1250-1193 | 1,130.96 | 8/6/2026 | Code Enforcement- Lawn Mowing |
| | | 1,130.96 | 8/6/2026 | |
| GREEN MEADOWS INC | | 1,130.96 | | |
| Guard Guys, LLC | 101-1120-4352 | 155.85 | 8/13/2026 | July background Checks |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 155.85 | 8/13/2026 | |
| Guard Guys, LLC | | 155.85 | | |
| Hach Company | 700-7043-4150 | 105.75 | 8/13/2026 | supplies for west plant |
| | | 105.75 | 8/13/2026 | |
| Hach Company | | 105.75 | | |
| HALLOCK COMPANY | 701-0000-4551 | 1,278.52 | 8/6/2026 | LS # 5 supplies |
| | | 1,278.52 | 8/6/2026 | |
| HALLOCK COMPANY | 701-0000-4551 | 295.97 | 8/13/2026 | lift station supples |
| | | 295.97 | 8/13/2026 | |
| HALLOCK COMPANY | | 1,574.49 | | |
| Hampton Inns | 101-1220-4381 | 673.02 | 6/16/2026 | Nutter hotel for Arson Conference |
| | | 673.02 | 6/16/2026 | |
| Hampton Inns | | 673.02 | | |
| HAWKINS CHEMICAL | 700-7043-4160 | 10.00 | 8/6/2026 | 1 ton chlorine cylinders |
| | | 10.00 | 8/6/2026 | |
| HAWKINS CHEMICAL | 700-7043-4160 | 6,932.11 | 8/13/2026 | chemicals |
| | | 6,932.11 | 8/13/2026 | |
| HAWKINS CHEMICAL | 700-7043-4160 | 6,066.78 | 8/20/2026 | chemicals |
| | | 6,066.78 | 8/20/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| HAWKINS CHEMICAL | | 13,008.89 | | |
| HealthPartners, Inc. | 701-0000-2013 | 275.14 | 8/20/2026 | Dental Insurance-September |
| HealthPartners, Inc. | 701-0000-2012 | 4,204.24 | 8/20/2026 | Health Insurance-September |
| HealthPartners, Inc. | 700-0000-2012 | 8,531.59 | 8/20/2026 | Health Insurance-September |
| HealthPartners, Inc. | 101-0000-2013 | 4,251.59 | 8/20/2026 | Dental Insurance-September |
| HealthPartners, Inc. | 700-0000-2013 | 425.21 | 8/20/2026 | Dental Insurance-September |
| HealthPartners, Inc. | 101-0000-2012 | 2,238.30 | 8/20/2026 | Health Insurance-September |
| HealthPartners, Inc. | 720-0000-2012 | 2,909.77 | 8/20/2026 | Health Insurance-September |
| HealthPartners, Inc. | 101-0000-2013 | 50.01 | 8/20/2026 | Dental Insurance-September |
| HealthPartners, Inc. | 720-0000-2013 | 100.02 | 8/20/2026 | Dental Insurance-September |
| HealthPartners, Inc. | 101-0000-2012 | 77,228.38 | 8/20/2026 | Health Insurance-September |
| | | 100,214.25 | 8/20/2026 | |
| HealthPartners, Inc. | | 100,214.25 | | |
| Heer Erin | 700-7204-4901 | 100.00 | 8/6/2026 | Water Wise Rebate- Clothes Washer |
| | | 100.00 | 8/6/2026 | |
| Heer Erin | | 100.00 | | |
| Holiday Inn & Suites | 101-1220-4381 | 7.20 | 6/16/2026 | coffee at conference |
| Holiday Inn & Suites | 101-1220-4381 | 7.20 | 6/16/2026 | coffee at arson conference |
| | | 14.40 | 6/16/2026 | |
| Holiday Inn & Suites | | 14.40 | | |
| Home Depot | 101-1425-4573 | 27.47 | 6/16/2026 | 50 Pots  Black Eyed Susan  Potting Mix |
| Home Depot | 101-1550-4150 | 71.40 | 6/16/2026 | sod repair |
| Home Depot | 101-1320-4150 | 189.90 | 6/16/2026 | Cedar Board  Mailbox Post |
| Home Depot | 700-0000-4150 | 100.18 | 6/16/2026 | Behr Oil Base  6pk Brush  Multi Brush set |
| Home Depot | 101-1220-4372 | 112.31 | 6/16/2026 | Springclamp Pivot Tip  Deckmate  Husky c-clamp |
| Home Depot | 101-1550-4260 | 350.64 | 6/16/2026 | Yard tools (replacement) |
| Home Depot | 101-1550-4120 | 55.79 | 6/16/2026 | Batteries (replacement) |
| Home Depot | 101-1550-4120 | 281.74 | 6/16/2026 | Cordless drill |
| Home Depot | 101-1320-4260 | 470.87 | 6/16/2026 | Gloves  impact kit  battery |

| Last Name | Acct 1 | Amount | Check Date | Description |
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| Home Depot | 700-7043-4150 | 34.64 | 6/16/2026 | WWTP Tool Bar  Tool Holder |
| Home Depot | 101-1220-4372 | 25.90 | 6/16/2026 | Hex Bolt  Husky C-Clamp  Flat Washer |
| | | 1,720.84 | 6/16/2026 | |
| Home Depot | | 1,720.84 | | |
| Hotels.com | 101-1160-4381 | 834.35 | 6/16/2026 | Hotel for WWHF security conference/training Matt K |
| | | 834.35 | 6/16/2026 | |
| Hotels.com | | 834.35 | | |
| ICMA | 101-1120-4360 | 981.00 | 6/16/2026 | ICMA Annual Membership |
| | | 981.00 | 6/16/2026 | |
| ICMA | | 981.00 | | |
| Ideal Service Inc. | 700-7019-4120 | 3,784.00 | 8/20/2026 | repair VFD |
| | | 3,784.00 | 8/20/2026 | |
| Ideal Service Inc. | | 3,784.00 | | |
| ImperialDade | 101-1120-4110 | 625.22 | 8/6/2026 | Restroom Paper Supplies |
| ImperialDade | 101-1120-4110 | 88.33 | 8/6/2026 | restroom supplies |
| ImperialDade | 101-1120-4110 | 1,846.94 | 8/6/2026 | Cleaning Supplies |
| | | 2,560.49 | 8/6/2026 | |
| ImperialDade | | 2,560.49 | | |
| Infosend, Inc | 720-1130-4111 | 305.39 | 8/20/2026 | June Statement |
| Infosend, Inc | 720-1130-4111 | 277.44 | 8/20/2026 | May Statement |
| Infosend, Inc | 700-1130-4330 | 933.52 | 8/20/2026 | May Postage |
| Infosend, Inc | 720-1130-4330 | 933.51 | 8/20/2026 | May Postage |
| Infosend, Inc | 700-1130-4330 | 1,011.73 | 8/20/2026 | June Postage |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Infosend, Inc | 700-1130-4111 | 277.45 | 8/20/2026 | May Statement |
| Infosend, Inc | 701-1130-4330 | 1,011.73 | 8/20/2026 | June Postage |
| Infosend, Inc | 701-1130-4111 | 277.45 | 8/20/2026 | May Statement |
| Infosend, Inc | 701-1130-4111 | 305.39 | 8/20/2026 | June Statement |
| Infosend, Inc | 701-1130-4330 | 933.52 | 8/20/2026 | May Postage |
| Infosend, Inc | 700-1130-4111 | 305.39 | 8/20/2026 | June Statement |
| Infosend, Inc | 720-1130-4330 | 1,011.73 | 8/20/2026 | June Postage |
| | | 7,584.25 | 8/20/2026 | |
| Infosend, Inc | | 7,584.25 | | |
| Innovative Office Solutions LLC | 101-1120-4110 | 60.52 | 8/13/2026 | copy paper  clorox disinfecting wipes |
| | | 60.52 | 8/13/2026 | |
| Innovative Office Solutions LLC | | 60.52 | | |
| International Code Council | 101-1250-4360 | 170.00 | 6/16/2026 | ICC dues-Tessman |
| | | 170.00 | 6/16/2026 | |
| International Code Council | | 170.00 | | |
| IOThrifty | 700-0000-4550 | 209.00 | 6/16/2026 | Pressure Gauge |
| | | 209.00 | 6/16/2026 | |
| IOThrifty | | 209.00 | | |
| IUOE Local #49 | 700-0000-2004 | 172.86 | 8/5/2026 | August dues |
| IUOE Local #49 | 101-0000-2004 | 420.00 | 8/5/2026 | August dues |
| IUOE Local #49 | 701-0000-2004 | 107.14 | 8/5/2026 | August dues |
| | | 700.00 | 8/5/2026 | |
| IUOE Local #49 | | 700.00 | | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| JC At Law | 101-1220-4370 | 195.00 | 6/16/2026 | Webinar registration-ADA workshop |
| | | 195.00 | 6/16/2026 | |
| JC At Law | | 195.00 | | |
| JEFFERSON FIRE SAFETY INC | 201-0000-4705 | 13,908.91 | 8/6/2026 | Turnout gear dryer. Minnesota SFM reimbursement grant |
| | | 13,908.91 | 8/6/2026 | |
| JEFFERSON FIRE SAFETY INC | | 13,908.91 | | |
| KELLINGTON CONSTRUCTION | 414-4010-4702 | 47,500.00 | 8/6/2026 | Pay App #19 Civic Campus |
| | | 47,500.00 | 8/6/2026 | |
| KELLINGTON CONSTRUCTION | | 47,500.00 | | |
| KENNEDY & GRAVEN, CHARTERED | 480-0000-4300 | 1,085.00 | 8/6/2026 | TIF Note B Issuance |
| | | 1,085.00 | 8/6/2026 | |
| KENNEDY & GRAVEN, CHARTERED | | 1,085.00 | | |
| KIMLEY HORN AND ASSOCIATES INC | 720-6059-4303 | 1,141.62 | 8/6/2026 | Storm @ 5% |
| KIMLEY HORN AND ASSOCIATES INC | 101-0000-1155 | 3,422.50 | 8/6/2026 | Erhart Farm |
| KIMLEY HORN AND ASSOCIATES INC | 101-1310-4300 | 13,068.22 | 8/6/2026 | Mediacom Support Services |
| KIMLEY HORN AND ASSOCIATES INC | 101-0000-1155 | 925.00 | 8/6/2026 | Avienda Row Homes |
| KIMLEY HORN AND ASSOCIATES INC | 101-1310-4300 | 30,212.09 | 8/6/2026 | Comcast Support Services |
| KIMLEY HORN AND ASSOCIATES INC | 700-6059-4303 | 1,141.63 | 8/6/2026 | Water @ 5% |
| KIMLEY HORN AND ASSOCIATES INC | 601-6059-4303 | 19,407.63 | 8/6/2026 | PMP @85% |
| KIMLEY HORN AND ASSOCIATES INC | 101-0000-1155 | 555.00 | 8/6/2026 | Pioneer Ridge |
| KIMLEY HORN AND ASSOCIATES INC | 701-6059-4303 | 1,141.62 | 8/6/2026 | Sanitary @ 5% |
| KIMLEY HORN AND ASSOCIATES INC | 101-1310-4300 | 20,140.75 | 8/6/2026 | Metronet Support Services |
| KIMLEY HORN AND ASSOCIATES INC | 101-0000-1155 | 165.00 | 8/6/2026 | Pleasantview Pointe |
| KIMLEY HORN AND ASSOCIATES INC | 101-0000-2076 | 38,572.65 | 8/6/2026 | Gigapower Support Services |
| KIMLEY HORN AND ASSOCIATES INC | 101-0000-1155 | 555.00 | 8/6/2026 | Bluffs @ Lake Lucy |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 130,448.71 | 8/6/2026 | |
| KIMLEY HORN AND ASSOCIATES INC | | 130,448.71 | | |
| Knox Kris | 101-0000-2073 | 1,000.00 | 8/20/2026 | Erosion escrow 6450 Minnewashta Pkwy #750866 |
| | | 1,000.00 | 8/20/2026 | |
| Knox Kris | | 1,000.00 | | |
| KORTERRA INC | 701-0000-4300 | 2,250.00 | 8/6/2026 | software support locating |
| KORTERRA INC | 700-0000-4300 | 2,250.00 | 8/6/2026 | software support locating |
| | | 4,500.00 | 8/6/2026 | |
| KORTERRA INC | | 4,500.00 | | |
| Kraus-Anderson Construction Company | 414-4010-4702 | 59,677.36 | 8/20/2026 | Civic Campus |
| | | 59,677.36 | 8/20/2026 | |
| Kraus-Anderson Construction Company | | 59,677.36 | | |
| Krishnan Preethi | 700-7204-4901 | 50.00 | 8/13/2026 | Water Wise Rebate- Irrigation Controller |
| | | 50.00 | 8/13/2026 | |
| Krishnan Preethi | | 50.00 | | |
| Kura Revolving Sushi | 101-1420-4381 | 24.33 | 6/16/2026 | APA National conference |
| | | 24.33 | 6/16/2026 | |
| Kura Revolving Sushi | | 24.33 | | |
| Kwik Trip | 101-1530-4130 | 7.73 | 6/16/2026 | Donuts  bananas |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Kwik Trip | 101-1220-4372 | 12.98 | 6/16/2026 | ice for coolers for training |
| | | 20.71 | 6/16/2026 | |
| Kwik Trip | | 20.71 | | |
| LAKETOWN ELECTRIC CORPORATION | 414-4010-4702 | 130,560.47 | 8/6/2026 | Pay App #21 Civic Campus |
| | | 130,560.47 | 8/6/2026 | |
| LAKETOWN ELECTRIC CORPORATION | | 130,560.47 | | |
| Larsen Kristina Sleeper | 101-1180-4381 | 120.00 | 8/12/2026 | Potbelly catered election dinner-this is delivery tip |
| | | 120.00 | 8/12/2026 | |
| Larsen Kristina Sleeper | | 120.00 | | |
| Loch Monster Plumbing, LLC | 700-0000-4530 | 6,207.09 | 8/13/2026 | rebuilding backflow/water meter hydrant for projects |
| | | 6,207.09 | 8/13/2026 | |
| Loch Monster Plumbing, LLC | 700-0000-4550 | 485.00 | 8/20/2026 | repair RPZ |
| | | 485.00 | 8/20/2026 | |
| Loch Monster Plumbing, LLC | | 6,692.09 | | |
| Lockridge Grindal Nauen P.L.L.P | 101-1110-4312 | 3,333.33 | 8/20/2026 | Lobbying expenses-August |
| | | 3,333.33 | 8/20/2026 | |
| Lockridge Grindal Nauen P.L.L.P | | 3,333.33 | | |
| Lubrications Technologies, Inc. | 701-0000-4551 | 620.87 | 8/6/2026 | lift station #4 supplies |
| | | 620.87 | 8/6/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Lubrications Technologies, Inc. | | 620.87 | | |
| Lucius Leland | 700-7204-4901 | 50.00 | 8/6/2026 | Water Wise Rebate- Smart Irrigation Controller |
| | | 50.00 | 8/6/2026 | |
| Lucius Leland | | 50.00 | | |
| Lunds & Byerly's | 101-1110-4372 | 32.64 | 6/16/2026 | Retirement flowers Council meeting presentation Blazanin |
| | | 32.64 | 6/16/2026 | |
| Lunds & Byerly's | | 32.64 | | |
| LVC Companies Inc | 101-1550-4510 | 980.00 | 8/13/2026 | annual fire suppression system inspection |
| LVC Companies Inc | 101-1220-4510 | 980.00 | 8/13/2026 | annual fire suppression system inspection |
| LVC Companies Inc | 101-1190-4510 | 980.00 | 8/13/2026 | annual fire suppression system inspection |
| | | 2,940.00 | 8/13/2026 | |
| LVC Companies Inc | 101-1170-4510 | 1,020.00 | 8/20/2026 | Civic Campus Pavilion Bldg |
| | | 1,020.00 | 8/20/2026 | |
| LVC Companies Inc | | 3,960.00 | | |
| LYMAN LUMBER | 101-1550-4150 | 399.70 | 8/6/2026 | Lumber to repair framing on the Skate Park |
| | | 399.70 | 8/6/2026 | |
| LYMAN LUMBER | | 399.70 | | |
| Macqueen Emergency Group | 201-0000-4705 | 8,145.40 | 8/20/2026 | Gas monitor equipment  charging cradle |
| Macqueen Emergency Group | 201-0000-4705 | 2,743.23 | 8/20/2026 | Gas monitor calibration station |
| | | 10,888.63 | 8/20/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Macqueen Emergency Group | | 10,888.63 | | |
| Mcgonagill Michael | 700-7204-4901 | 50.00 | 8/13/2026 | Water Wise Rebate- Irrigation Controller |
| | | 50.00 | 8/13/2026 | |
| Mcgonagill Michael | | 50.00 | | |
| Menards | 701-0000-4150 | 14.09 | 6/16/2026 | Garbage bags and deodorizer |
| Menards | 700-0000-4150 | 14.09 | 6/16/2026 | Garbage bags and deodorizer |
| Menards | 700-7019-4150 | 149.20 | 6/16/2026 | Spill Absorb/Ball Vlv/Galv Nipple/Galv Cap/Pipe Wrench |
| | | 177.38 | 6/16/2026 | |
| Menards | | 177.38 | | |
| MERLINS ACE HARDWARE | 700-7043-4150 | 3.50 | 8/20/2026 | Fasteners |
| MERLINS ACE HARDWARE | 101-1613-4410 | 127.20 | 8/20/2026 | Scaffolding Rental |
| MERLINS ACE HARDWARE | 700-7019-4150 | 13.98 | 8/20/2026 | Adapter 1x1 PVC |
| MERLINS ACE HARDWARE | 700-7043-4150 | 9.99 | 8/20/2026 | Metal Repair Tape 50yd |
| MERLINS ACE HARDWARE | 101-1320-4150 | 41.97 | 8/20/2026 | Rope |
| MERLINS ACE HARDWARE | 101-1550-4120 | 256.74 | 8/20/2026 | Staples  Mark Paint  Wasp & Hornet Killer |
| MERLINS ACE HARDWARE | 101-1220-4290 | 66.23 | 8/20/2026 | Duct Tape  Rubber Strap  Fasteners |
| MERLINS ACE HARDWARE | 700-0000-4150 | 122.21 | 8/20/2026 | Goo Off  Hose Hanger  Sprinkler Arm |
| | | 641.82 | 8/20/2026 | |
| MERLINS ACE HARDWARE | | 641.82 | | |
| Metronet Holdings, LLC | 101-1190-4310 | 106.59 | 8/5/2026 | Telephone & Communication Charges |
| | | 106.59 | 8/5/2026 | |
| Metronet Holdings, LLC | 700-7043-4310 | 56.65 | 8/12/2026 | Telephone & Communication Charges |
| | | 56.65 | 8/12/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Metronet Holdings, LLC | | 163.24 | | |
| METROPOLITAN COUNCIL | 701-0000-4509 | 264,887.91 | 8/20/2026 | Wastewater services-September 2026 |
| | | 264,887.91 | 8/20/2026 | |
| METROPOLITAN COUNCIL | | 264,887.91 | | |
| Metropolitan Council Enviromental Services | 701-0000-4509 | 20,000.00 | 6/16/2026 | MCES WW Service June 2026 |
| | | 20,000.00 | 6/16/2026 | |
| Metropolitan Council Enviromental Services | | 20,000.00 | | |
| Metropolitan Council, Env Svcs | 101-1250-3816 | -347.90 | 8/13/2026 | July 2026 SAC |
| Metropolitan Council, Env Svcs | 701-0000-2023 | 34,790.00 | 8/13/2026 | July 2026 SAC |
| | | 34,442.10 | 8/13/2026 | |
| Metropolitan Council, Env Svcs | | 34,442.10 | | |
| METROPOLITAN MECHANICAL CONT | 101-1190-4510 | 3,799.36 | 8/6/2026 | Library - Condenser service |
| METROPOLITAN MECHANICAL CONT | 101-1550-4510 | 676.00 | 8/6/2026 | Lake Ann park shed mop sink faucet replacement |
| METROPOLITAN MECHANICAL CONT | 101-1220-4510 | 484.00 | 8/6/2026 | Fire Dept - leaking water heater |
| | | 4,959.36 | 8/6/2026 | |
| METROPOLITAN MECHANICAL CONT | | 4,959.36 | | |
| Michaels | 101-1600-4130 | 13.88 | 6/16/2026 | Mary's Retirement Balloons - Michaels |
| Michaels | 101-1600-4130 | 26.04 | 6/16/2026 | Mary's Retirement Balloons - Michaels (2) |
| | | 39.92 | 6/16/2026 | |
| Michaels | | 39.92 | | |
| MID COUNTY COOP | 101-1320-4153 | 306.48 | 8/20/2026 | turf supplies |

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|---|---|---|---|---|
| | | 306.48 | 8/20/2026 | |
| MID COUNTY COOP | | 306.48 | | |
| Midwest Aqua Care, Inc | 101-1550-4300 | 375.00 | 8/13/2026 | Lake weed treatments |
| Midwest Aqua Care, Inc | 101-1550-4300 | 350.00 | 8/13/2026 | Lake weed treatments |
| Midwest Aqua Care, Inc | 101-1550-4300 | 1,450.00 | 8/13/2026 | Lake weed treatments |
| | | 2,175.00 | 8/13/2026 | |
| Midwest Aqua Care, Inc | | 2,175.00 | | |
| Minnesota Lakes & Rivers | 101-1120-4300 | 150.00 | 6/16/2026 | Map of Lotus Lake Wake Restrictions |
| | | 150.00 | 6/16/2026 | |
| Minnesota Lakes & Rivers | | 150.00 | | |
| Minnesota Roadways Co | 414-4010-4702 | 39,688.31 | 8/6/2026 | Pay App #8 Civic Campus |
| | | 39,688.31 | 8/6/2026 | |
| Minnesota Roadways Co | | 39,688.31 | | |
| MINNESOTA RURAL WATER ASSN | 700-0000-4370 | 150.00 | 8/19/2026 | Annual Operator Expo-Martinson |
| MINNESOTA RURAL WATER ASSN | 700-0000-4370 | 150.00 | 8/19/2026 | MRWA Annual Operator Expo - E.Larson Registration Fee |
| | | 300.00 | 8/19/2026 | |
| MINNESOTA RURAL WATER ASSN | | 300.00 | | |
| Minnesota State Colleges and Universities | 101-1220-4370 | 450.00 | 6/16/2026 | Live Burn Instructor |
| Minnesota State Colleges and Universities | 101-1220-4370 | 580.00 | 6/16/2026 | Officer I Registration |
| | | 1,030.00 | 6/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Minnesota State Colleges and Universities | | 1,030.00 | | |
| Minnesota Topsoil | 101-1425-4300 | 3,375.00 | 8/6/2026 | Yard Waste Pick-up and Haul |
| Minnesota Topsoil | 101-1425-4359 | 50.63 | 8/6/2026 | LC Per MN Statute 471-425 |
| | | 3,425.63 | 8/6/2026 | |
| Minnesota Topsoil | | 3,425.63 | | |
| MN Association of Government Communicators | 101-1125-4360 | 255.10 | 6/16/2026 | MAGC Membership dues |
| | | 255.10 | 6/16/2026 | |
| MN Association of Government Communicators | | 255.10 | | |
| MN Dept of Employment & Economic Development | 101-1310-4370 | 20.00 | 6/16/2026 | Professional Development -AJ |
| | | 20.00 | 6/16/2026 | |
| MN Dept of Employment & Economic Development | | 20.00 | | |
| MN DEPT OF HEALTH | 414-4010-4300 | 1,050.00 | 8/12/2026 | Plan #260760 Comm Center Food Bev Plan Review |
| | | 1,050.00 | 8/12/2026 | |
| MN DEPT OF HEALTH | | 1,050.00 | | |
| MN DEPT OF LABOR AND INDUSTRY | 101-1250-3818 | -119.06 | 8/13/2026 | July 2026 Surcharge |
| MN DEPT OF LABOR AND INDUSTRY | 101-1170-4510 | 145.00 | 8/13/2026 | Elevator Annual Operator-Civic Campus |
| MN DEPT OF LABOR AND INDUSTRY | 101-0000-2022 | 5,953.07 | 8/13/2026 | July 2026 Surcharge |
| | | 5,979.01 | 8/13/2026 | |
| MN DEPT OF LABOR AND INDUSTRY | | 5,979.01 | | |
| MN DEPT OF TRANSPORTATION | 601-6057-4303 | 1,426.62 | 8/13/2026 | Market PMP |
| MN DEPT OF TRANSPORTATION | 601-6040-4300 | 804.12 | 8/13/2026 | City @ 25% |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| MN DEPT OF TRANSPORTATION | 601-6140-4300 | 2,412.37 | 8/13/2026 | County @75% |
| | | 4,643.11 | 8/13/2026 | |
| MN DEPT OF TRANSPORTATION | | 4,643.11 | | |
| MN NCPERS LIFE INSURANCE | 101-0000-2037 | 208.00 | 8/5/2026 | August premium |
| | | 208.00 | 8/5/2026 | |
| MN NCPERS LIFE INSURANCE | | 208.00 | | |
| MN VALLEY ELECTRIC COOP | 101-1350-4320 | 252.48 | 8/19/2026 | Electric Charges |
| | | 252.48 | 8/19/2026 | |
| MN VALLEY ELECTRIC COOP | | 252.48 | | |
| MSB Excavating & Tiling | 410-4410-4751 | 140,809.38 | 8/20/2026 | Lake Ann Park Preserve |
| | | 140,809.38 | 8/20/2026 | |
| MSB Excavating & Tiling | | 140,809.38 | | |
| NAPA AUTO & TRUCK PARTS | 101-1550-4120 | 58.72 | 8/6/2026 | filters |
| | | 58.72 | 8/6/2026 | |
| NAPA AUTO & TRUCK PARTS | | 58.72 | | |
| National Fire Protection Assn | 101-1250-4210 | 71.42 | 6/16/2026 | Tabs for NFPA books |
| | | 71.42 | 6/16/2026 | |
| National Fire Protection Assn | | 71.42 | | |
| NEOGOV | 101-1120-4238 | 15,330.53 | 8/20/2026 | NeoGov software subscription - annual invoice |

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|---|---|---|---|---|
| | | 15,330.53 | 8/20/2026 | |
| NEOGOV | | 15,330.53 | | |
| Nokomis Energy, LLC | 700-7043-4320 | 6,617.24 | 8/5/2026 | Electric Charges |
| Nokomis Energy, LLC | 700-7019-4320 | 1,586.11 | 8/5/2026 | Electric Charges |
| Nokomis Energy, LLC | 700-0000-4320 | 586.88 | 8/5/2026 | Electric Charges |
| | | 8,790.23 | 8/5/2026 | |
| Nokomis Energy, LLC | | 8,790.23 | | |
| North American Safety, Inc. | 101-1320-4240 | 468.81 | 8/20/2026 | safety vest |
| | | 468.81 | 8/20/2026 | |
| North American Safety, Inc. | | 468.81 | | |
| Northern Tool+Equipment | 101-1550-4120 | 165.05 | 6/16/2026 | Gloves/picker (Replacements) |
| | | 165.05 | 6/16/2026 | |
| Northern Tool+Equipment | | 165.05 | | |
| Northstar Companies | 101-1220-4240 | 309.00 | 6/16/2026 | Hats |
| | | 309.00 | 6/16/2026 | |
| Northstar Companies | | 309.00 | | |
| NORTHWEST ASPHALT INC | 601-6053-4751 | 31,532.56 | 8/6/2026 | PMP |
| | | 31,532.56 | 8/6/2026 | |
| NORTHWEST ASPHALT INC | 601-6053-4751 | 5,734.67 | 8/20/2026 | Crimson Bay Rd |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 5,734.67 | 8/20/2026 | |
| NORTHWEST ASPHALT INC | | 37,267.23 | | |
| Nourse Jeff | 700-7204-4901 | 100.00 | 8/6/2026 | Water Wise Rebate- Clothes Washer |
| | | 100.00 | 8/6/2026 | |
| Nourse Jeff | | 100.00 | | |
| NOVEL SOLAR THREE, LLC | 700-0000-4320 | 7,959.63 | 8/12/2026 | Electric Charges |
| NOVEL SOLAR THREE, LLC | 101-1350-4320 | 165.51 | 8/12/2026 | Electric Charges |
| NOVEL SOLAR THREE, LLC | 701-0000-4320 | 4,284.42 | 8/12/2026 | Electric Charges |
| | | 12,409.56 | 8/12/2026 | |
| NOVEL SOLAR THREE, LLC | | 12,409.56 | | |
| NvoicePay | 101-1130-4300 | 819.52 | 8/20/2026 | Payment processing-July |
| | | 819.52 | 8/20/2026 | |
| NvoicePay | | 819.52 | | |
| Office Max/Office Depot | 101-1560-4120 | 41.77 | 6/16/2026 | Office supplies: pencil sharpener  binders |
| | | 41.77 | 6/16/2026 | |
| Office Max/Office Depot | | 41.77 | | |
| O'Reilly Automotive Inc | 700-0000-4120 | 4.44 | 8/13/2026 | Coolant Cap |
| O'Reilly Automotive Inc | 101-1550-4120 | 0.15 | 8/13/2026 | Chargeback |
| | | 4.59 | 8/13/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| O'Reilly Automotive Inc | | 4.59 | | |
| Panera Bread | 101-1123-4381 | 280.45 | 6/16/2026 | SD -Chamber Breakfast- coffee connect |
| | | 280.45 | 6/16/2026 | |
| Panera Bread | | 280.45 | | |
| PeachJar.Com | 101-1220-4375 | 150.00 | 6/16/2026 | Fire Department Peachjar ads for event promotion |
| | | 150.00 | 6/16/2026 | |
| PeachJar.Com | | 150.00 | | |
| Pedretti Christine Lea | 101-1539-4343 | 1,368.90 | 8/6/2026 | Yoga/Pilates/Fusion Instruction |
| | | 1,368.90 | 8/6/2026 | |
| Pedretti Christine Lea | | 1,368.90 | | |
| Pinnacle Pest Control | 101-1530-4510 | 80.00 | 8/13/2026 | pest control |
| Pinnacle Pest Control | 101-1170-4510 | 250.00 | 8/13/2026 | pest control |
| Pinnacle Pest Control | 101-1550-4510 | 160.00 | 8/13/2026 | pest control |
| Pinnacle Pest Control | 700-0000-4510 | 290.00 | 8/13/2026 | pest control |
| | | 780.00 | 8/13/2026 | |
| Pinnacle Pest Control | | 780.00 | | |
| Pioneer Athletics | 101-1550-4120 | 783.76 | 8/20/2026 | Court dry roller (restock and Civic Campus additions) |
| | | 783.76 | 8/20/2026 | |
| Pioneer Athletics | | 783.76 | | |
| Pizza Hut | 101-1220-4381 | 32.57 | 6/16/2026 | employee meal at conference plus tip |

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|---|---|---|---|---|
| | | 32.57 | 6/16/2026 | |
| Pizza Hut | | 32.57 | | |
| POMP'S TIRE SERVICE INC | 101-1320-4120 | 677.46 | 8/20/2026 | tires |
| | | 677.46 | 8/20/2026 | |
| POMP'S TIRE SERVICE INC | | 677.46 | | |
| PoolWeb | 101-1550-4120 | 4,683.02 | 6/16/2026 | Buoy with swim area labels |
| | | 4,683.02 | 6/16/2026 | |
| PoolWeb | | 4,683.02 | | |
| Postmaster | 101-1310-4330 | 6.08 | 6/16/2026 | Certified Mail |
| Postmaster | 700-0000-4330 | 7.90 | 6/16/2026 | Mailing water samples |
| Postmaster | 700-0000-4330 | 7.30 | 6/16/2026 | Mailing water samples |
| | | 21.28 | 6/16/2026 | |
| Postmaster | | 21.28 | | |
| PRAIRIE RESTORATIONS INC | 101-1425-4574 | 445.00 | 8/6/2026 | IPM Visit- HWY 61 Roundabout |
| | | 445.00 | 8/6/2026 | |
| PRAIRIE RESTORATIONS INC | 101-1425-4574 | 495.00 | 8/20/2026 | Prairie Restorations IPM WWTP |
| | | 495.00 | 8/20/2026 | |
| PRAIRIE RESTORATIONS INC | | 940.00 | | |
| PRECISE MRM LLC | 101-1320-4300 | 357.00 | 8/20/2026 | AVL plow trucks |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 357.00 | 8/20/2026 | |
| PRECISE MRM LLC | | 357.00 | | |
| Premium Waters, Inc | 101-1550-4120 | 4.38 | 8/20/2026 | Lake Ann Water |
| | | 4.38 | 8/20/2026 | |
| Premium Waters, Inc | | 4.38 | | |
| Pro-Tree Outdoor Services | 101-1425-4572 | 199.02 | 8/6/2026 | Stump Grinding- 820 Preakness Ln. |
| | | 199.02 | 8/6/2026 | |
| Pro-Tree Outdoor Services | 101-1425-4572 | 2,520.00 | 8/13/2026 | Oak tree removal- 621 Fox Hill Dr. |
| | | 2,520.00 | 8/13/2026 | |
| Pro-Tree Outdoor Services | 601-6064-4751 | 9,435.10 | 8/20/2026 | Tree Removals on #26-02 |
| Pro-Tree Outdoor Services | 101-1425-4572 | 1,290.00 | 8/20/2026 | 6570 Galpin Blvd. Removal- ash tree |
| | | 10,725.10 | 8/20/2026 | |
| Pro-Tree Outdoor Services | | 13,444.12 | | |
| RAINBOW TREE COMPANY | 101-1425-4574 | 21,412.88 | 8/6/2026 | EAB Treatment for city ash trees |
| | | 21,412.88 | 8/6/2026 | |
| RAINBOW TREE COMPANY | | 21,412.88 | | |
| Ramsey Excavating Company | 414-4010-4702 | 33,168.37 | 8/6/2026 | Pay App #20 Civic Campus |
| | | 33,168.37 | 8/6/2026 | |
| Ramsey Excavating Company | | 33,168.37 | | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Rent N Save Portable Services | 101-1550-4400 | 5,505.20 | 8/6/2026 | Portable restrooms |
| Rent N Save Portable Services | 101-1560-4120 | 113.30 | 8/6/2026 | Annual 55+ Lion's Club Picnic - Portable Restrooms |
| | | 5,618.50 | 8/6/2026 | |
| Rent N Save Portable Services | | 5,618.50 | | |
| Ripp Lawrence | 601-6057-4300 | 300.00 | 8/12/2026 | Market Blvd Business Event-Vendor |
| | | 300.00 | 8/12/2026 | |
| Ripp Lawrence | | 300.00 | | |
| ROADKILL ANIMAL CONTROL | 101-1320-4300 | 129.00 | 8/20/2026 | road side clean up roadkill |
| | | 129.00 | 8/20/2026 | |
| ROADKILL ANIMAL CONTROL | | 129.00 | | |
| SAFEASSURE CONSULTANTS INC | 700-0000-4370 | 1,721.38 | 8/20/2026 | Safety training |
| SAFEASSURE CONSULTANTS INC | 720-0000-4370 | 1,721.38 | 8/20/2026 | Safety training |
| SAFEASSURE CONSULTANTS INC | 101-1370-4370 | 1,147.58 | 8/20/2026 | Safety training |
| SAFEASSURE CONSULTANTS INC | 101-1550-4370 | 3,442.76 | 8/20/2026 | Safety training |
| SAFEASSURE CONSULTANTS INC | 101-1320-4370 | 1,721.38 | 8/20/2026 | Safety training |
| SAFEASSURE CONSULTANTS INC | 701-0000-4370 | 1,721.38 | 8/20/2026 | Safety training |
| | | 11,475.86 | 8/20/2026 | |
| SAFEASSURE CONSULTANTS INC | | 11,475.86 | | |
| Saginaw Control & Engineering | 701-0000-4551 | 48.82 | 8/13/2026 | lift station # 34 supplies -AC Filter |
| | | 48.82 | 8/13/2026 | |
| Saginaw Control & Engineering | | 48.82 | | |
| Salt Source | 101-1170-4510 | 351.26 | 8/13/2026 | water softener salt |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 351.26 | 8/13/2026 | |
| Salt Source | | 351.26 | | |
| Schwindt Andrew | 700-7204-4901 | 150.00 | 8/6/2026 | Water Wise Rebate- controller and clothes washer |
| | | 150.00 | 8/6/2026 | |
| Schwindt Andrew | | 150.00 | | |
| SCUBA CENTER | 101-1220-4260 | 495.75 | 8/13/2026 | SCBA Mask covers for search & rescue simulation |
| | | 495.75 | 8/13/2026 | |
| SCUBA CENTER | | 495.75 | | |
| SEH | 700-6055-4303 | 1,972.95 | 8/6/2026 | Water @ 7% |
| SEH | 601-6055-4303 | 20,856.90 | 8/6/2026 | PMP @ 74% |
| SEH | 701-6055-4303 | 1,972.95 | 8/6/2026 | Sanitary @ 7% |
| SEH | 720-6055-4303 | 3,382.20 | 8/6/2026 | Storm at 12% |
| | | 28,185.00 | 8/6/2026 | |
| SEH | | 28,185.00 | | |
| Selden Standard | 101-1420-4381 | 50.52 | 6/16/2026 | APA National Conference Dinner 4 25 |
| | | 50.52 | 6/16/2026 | |
| Selden Standard | | 50.52 | | |
| Senior Community Services | 101-1560-4343 | 450.00 | 8/20/2026 | Charge for AI Series Presenter |
| | | 450.00 | 8/20/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Senior Community Services | | 450.00 | | |
| Sensible Land Use Coalition | 101-1420-4370 | 68.00 | 6/16/2026 | SLUC Event Registration for Rachel A |
| | | 68.00 | 6/16/2026 | |
| Sensible Land Use Coalition | | 68.00 | | |
| Shake Shack | 101-1420-4381 | 15.78 | 6/16/2026 | APA National Conference - Lunch 4 24 |
| | | 15.78 | 6/16/2026 | |
| Shake Shack | | 15.78 | | |
| Shell Shocked Tacos | 101-1420-4381 | 32.60 | 6/16/2026 | APA National Lunch 4 25 |
| | | 32.60 | 6/16/2026 | |
| Shell Shocked Tacos | | 32.60 | | |
| SHERWIN WILLIAMS | 101-1312-4510 | 90.69 | 8/13/2026 | exterior metal door paint |
| | | 90.69 | 8/13/2026 | |
| SHERWIN WILLIAMS | | 90.69 | | |
| Shred-N-Go Inc | 101-1425-4300 | 3,260.00 | 8/20/2026 | Summer Shredding Event |
| | | 3,260.00 | 8/20/2026 | |
| Shred-N-Go Inc | | 3,260.00 | | |
| Sidekick Theatre | 101-1560-4342 | 1,275.00 | 6/16/2026 | tickets - Birthday Candles show and meal |
| | | 1,275.00 | 6/16/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Sidekick Theatre | | 1,275.00 | | |
| Signzdirect | 101-1420-4120 | 658.43 | 6/16/2026 | Chanhassen City Tent for Community Events |
| | | 658.43 | 6/16/2026 | |
| Signzdirect | | 658.43 | | |
| Silva Screenprinting & Dist, LLC | 101-1807-4127 | 608.56 | 8/20/2026 | Rec Sports Shirts |
| Silva Screenprinting & Dist, LLC | 101-1806-4127 | 380.00 | 8/20/2026 | rec sports uniforms |
| | | 988.56 | 8/20/2026 | |
| Silva Screenprinting & Dist, LLC | | 988.56 | | |
| Skubic Robert | 101-1425-4906 | 144.99 | 8/6/2026 | Tree Rebate- 2 trees |
| | | 144.99 | 8/6/2026 | |
| Skubic Robert | | 144.99 | | |
| Smartpress.com | 101-1310-4340 | 269.20 | 6/16/2026 | Magnets for 24-01 Street Rehabilitation Projects |
| | | 269.20 | 6/16/2026 | |
| Smartpress.com | | 269.20 | | |
| Southwest Metro Chamber of Commerce | 101-1425-4300 | 250.00 | 6/16/2026 | environmental commission table at July 3rd business expo |
| | | 250.00 | 6/16/2026 | |
| Southwest Metro Chamber of Commerce | | 250.00 | | |
| Sports Facilities Companies LLC | 416-0000-4300 | 5,000.00 | 8/6/2026 | Development contract |
| | | 5,000.00 | 8/6/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Sports Facilities Companies LLC | | 5,000.00 | | |
| Springbrook | 700-0000-4358 | 174.24 | 8/13/2026 | CivicPay Transaction Fee |
| Springbrook | 701-0000-4358 | 174.24 | 8/13/2026 | CivicPay Transaction Fee |
| Springbrook | 720-0000-4358 | 87.12 | 8/13/2026 | CivicPay Transaction Fee |
| | | 435.60 | 8/13/2026 | |
| Springbrook | | 435.60 | | |
| SRF CONSULTING GROUP INC | 601-6058-4303 | 761.93 | 8/20/2026 | TH41/MMSW Roundabout |
| | | 761.93 | 8/20/2026 | |
| SRF CONSULTING GROUP INC | | 761.93 | | |
| Stampli | 101-1130-4300 | 1,362.00 | 6/16/2026 | AP Processing April 2026 |
| | | 1,362.00 | 6/16/2026 | |
| Stampli | | 1,362.00 | | |
| Starbucks | 101-1220-4381 | 13.21 | 6/16/2026 | Meal at arson conference |
| | | 13.21 | 6/16/2026 | |
| Starbucks | | 13.21 | | |
| Stratoguard, LLC | 101-1160-4205 | 230.56 | 6/16/2026 | proofpoint email filter for May |
| | | 230.56 | 6/16/2026 | |
| Stratoguard, LLC | | 230.56 | | |
| Stundahl Kathleen | 700-7204-4901 | 100.00 | 8/6/2026 | Water Wise Rebate- Clothes Washer |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 100.00 | 8/6/2026 | |
| Stundahl Kathleen | | 100.00 | | |
| SUBURBAN CHEVROLET | 101-1310-4530 | 56.46 | 8/20/2026 | Headlight module |
| | | 56.46 | 8/20/2026 | |
| SUBURBAN CHEVROLET | | 56.46 | | |
| Sund Dean | 700-7204-4901 | 200.00 | 8/6/2026 | Water Wise Rebate- Clothes Washer and 2 Toilets |
| | | 200.00 | 8/6/2026 | |
| Sund Dean | | 200.00 | | |
| Swanson & Youngdale Inc | 414-4010-4702 | 14,242.87 | 8/6/2026 | Pay App #10 Civic Campus |
| | | 14,242.87 | 8/6/2026 | |
| Swanson & Youngdale Inc | | 14,242.87 | | |
| Sweepscrub.com | 101-1312-4510 | 847.45 | 6/16/2026 | scrubber part |
| Sweepscrub.com | 101-1312-4510 | -847.45 | 6/16/2026 | scrubber part - order was cancelled |
| | | 0.00 | 6/16/2026 | |
| Sweepscrub.com | | 0.00 | | |
| Target | 101-1600-4130 | 83.01 | 6/16/2026 | Senior Center open house event |
| Target | 101-1807-4130 | 4.33 | 6/16/2026 | Lemonade for Kids Night |
| Target | 101-1220-4140 | 14.80 | 6/16/2026 | car charger for Ipad/iphone |
| Target | 101-1220-4140 | 21.78 | 6/16/2026 | tote for vehicle organization |
| Target | 101-1425-4573 | 24.02 | 6/16/2026 | Orange Juice  Apple Juice |
| Target | 701-0000-4150 | 37.56 | 6/16/2026 | Batteries for lif station lift  hand sanitizer |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 185.50 | 6/16/2026 | |
| Target | | 185.50 | | |
| Team Alert | 101-1160-4207 | 231.26 | 6/16/2026 | Team Alert panic button user license add |
| Team Alert | 101-1160-4207 | 589.35 | 6/16/2026 | Team alert PC and panic button for council chambers |
| | | 820.61 | 6/16/2026 | |
| Team Alert | | 820.61 | | |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 16.37 | 6/16/2026 | Sam/Eric-Coffee meeting Patrick Brama from Kraus And. |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 8.82 | 6/16/2026 | Coffee meeting Jennifer Kielas - Carver County Health |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 14.49 | 6/16/2026 | Sam/Rachel A-Coffee meeting Vanessa Mao Wyn Group |
| The O.G. Coffee & Wine Bar | 101-1123-4381 | 10.15 | 6/16/2026 | Sam/Rachel A-Coffee meeting Scott Gilbertson from RJM |
| | | 49.83 | 6/16/2026 | |
| The O.G. Coffee & Wine Bar | | 49.83 | | |
| TimeSaver Off Site Secretarial, Inc | 101-1125-4300 | 178.00 | 8/20/2026 | City Council Mintues 7.13.26 |
| TimeSaver Off Site Secretarial, Inc | 101-1125-4300 | 302.50 | 8/20/2026 | City Council Meeting Minutes 8.10.26 |
| | | 480.50 | 8/20/2026 | |
| TimeSaver Off Site Secretarial, Inc | | 480.50 | | |
| TOIT Training | 101-1160-4370 | 2,985.00 | 6/16/2026 | TOIT online training for Matt/Melissa/Caramia |
| | | 2,985.00 | 6/16/2026 | |
| TOIT Training | | 2,985.00 | | |
| TWIN CITY HARDWARE | 414-4010-4702 | 8,243.01 | 8/6/2026 | Pay App #10 Civic Campus |
| | | 8,243.01 | 8/6/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| TWIN CITY HARDWARE | | 8,243.01 | | |
| U of M Contlearning | 101-1320-4370 | 75.00 | 6/16/2026 | Roadway Maintenance Training - J Allrich |
| U of M Contlearning | 101-1320-4370 | 75.00 | 6/16/2026 | Roadway Maintenance Training - J Wickenhauser |
| U of M Contlearning | 101-1320-4370 | 75.00 | 6/16/2026 | Spring MnLTAP Roadside Veg Mgmt course-J Allrich |
| | | 225.00 | 6/16/2026 | |
| U of M Contlearning | | 225.00 | | |
| United Rentals (North America), Inc. | 720-7207-4150 | 780.50 | 8/20/2026 | trenching shoring box storm water repair |
| | | 780.50 | 8/20/2026 | |
| United Rentals (North America), Inc. | | 780.50 | | |
| Upper Midwest Athletic Construction Inc | 414-4010-4702 | 35,626.90 | 8/6/2026 | Pay App #2 Civic Campus |
| | | 35,626.90 | 8/6/2026 | |
| Upper Midwest Athletic Construction Inc | | 35,626.90 | | |
| USA BLUE BOOK | 700-7019-4160 | 2,156.50 | 8/20/2026 | chemicals supplies |
| | | 2,156.50 | 8/20/2026 | |
| USA BLUE BOOK | | 2,156.50 | | |
| VALLEY PAVING INC | 601-6057-4751 | 72,614.81 | 8/20/2026 | PMP |
| VALLEY PAVING INC | 720-6057-4751 | 449,326.43 | 8/20/2026 | Storm |
| VALLEY PAVING INC | 700-6057-4751 | 266,511.36 | 8/20/2026 | Water |
| | | 788,452.60 | 8/20/2026 | |
| VALLEY PAVING INC | | 788,452.60 | | |
| VESSCO INC | 700-7043-4530 | 1,313.66 | 8/20/2026 | repair for chlorine tanks |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| | | 1,313.66 | 8/20/2026 | |
| VESSCO INC | | 1,313.66 | | |
| Waste Management of Minnesota, Inc | 701-0000-4329 | 18.81 | 8/20/2026 | Garbage Service-August |
| Waste Management of Minnesota, Inc | 700-0000-4329 | 18.81 | 8/20/2026 | Garbage Service-August |
| Waste Management of Minnesota, Inc | 101-1550-4329 | 782.42 | 8/20/2026 | Garbage Service-August |
| Waste Management of Minnesota, Inc | 101-1190-4329 | 360.59 | 8/20/2026 | Garbage Service-August |
| Waste Management of Minnesota, Inc | 101-1312-4329 | 150.51 | 8/20/2026 | Garbage Service-August |
| Waste Management of Minnesota, Inc | 101-1613-4410 | 733.71 | 8/20/2026 | 4th of July Lake Ann Park garbage carts |
| Waste Management of Minnesota, Inc | 101-1220-4329 | 87.15 | 8/20/2026 | Garbage service-August |
| Waste Management of Minnesota, Inc | 101-1170-4329 | 195.78 | 8/20/2026 | Garbage service-August |
| | | 2,347.78 | 8/20/2026 | |
| Waste Management of Minnesota, Inc | | 2,347.78 | | |
| Water Doctors | 101-1250-3306 | 64.00 | 8/6/2026 | Refund - 3010 W 78th St |
| | | 64.00 | 8/6/2026 | |
| Water Doctors | | 64.00 | | |
| WATSON COMPANY | 101-1540-4130 | 1,231.55 | 8/6/2026 | Lake Ann concessions food and supplies |
| | | 1,231.55 | 8/6/2026 | |
| WATSON COMPANY | 101-1540-4130 | 1,123.67 | 8/20/2026 | Lake Ann Concessions - Watson Order |
| | | 1,123.67 | 8/20/2026 | |
| WATSON COMPANY | | 2,355.22 | | |
| WAYTEK INC | 101-1550-4120 | 122.30 | 8/20/2026 | zip ties and electrical connectors |
| | | 122.30 | 8/20/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| WAYTEK INC | | 122.30 | | |
| Weed Man | 101-1550-4300 | 198.05 | 6/16/2026 | Weed treatments fertilization - Kerber Pond Park |
| Weed Man | 101-1550-4300 | 103.70 | 6/16/2026 | Weed treatments fertilization - WWTP |
| Weed Man | 101-1550-4300 | 81.60 | 6/16/2026 | Weed treatment - Public Works |
| Weed Man | 101-1550-4300 | 90.95 | 6/16/2026 | Weed treatments - W 78th St Blvd Areas - Kerber to Laredo |
| Weed Man | 101-1550-4300 | 103.70 | 6/16/2026 | Weed treatments weed control - WWTP |
| Weed Man | 101-1550-4300 | 147.05 | 6/16/2026 | Weed Treatments-W 78th St Areas-Laredo to Dinner Thr |
| Weed Man | 101-1550-4300 | 166.60 | 6/16/2026 | Weed treatments-W 78th St Blvd Areas- Powers to Kerber |
| Weed Man | 101-1550-4300 | 158.10 | 6/16/2026 | Weed treatments - EWTP |
| Weed Man | 101-1550-4300 | 198.05 | 6/16/2026 | Weed treatments weed control - Kerber Pond Park |
| Weed Man | 101-1550-4300 | 147.05 | 6/16/2026 | Weed treatments - Chanhassen City Hall & Library |
| Weed Man | 101-1550-4300 | 166.60 | 6/16/2026 | Weed treatments - W 78th St & Great Plains Blvd Inter |
| Weed Man | 101-1550-4300 | 117.30 | 6/16/2026 | Weed treatments - South Lotus Lake Park Tennis Courts |
| Weed Man | 101-1550-4300 | 151.30 | 6/16/2026 | Weed treatments - Tequila Butcher Intersection |
| | | 1,830.05 | 6/16/2026 | |
| Weed Man | | 1,830.05 | | |
| WEISSMAN | 101-1534-4355 | 191.04 | 6/16/2026 | Dance costumes |
| | | 191.04 | 6/16/2026 | |
| WEISSMAN | | 191.04 | | |
| Whims Sophia | 700-7204-4901 | 100.00 | 8/6/2026 | Water Wise Rebate- Dishwasher |
| | | 100.00 | 8/6/2026 | |
| Whims Sophia | | 100.00 | | |
| Whitaker Brothers Business | 700-0000-4260 | 1,839.12 | 6/16/2026 | Letter Opening Machine |
| | | 1,839.12 | 6/16/2026 | |
| Whitaker Brothers Business | | 1,839.12 | | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| Witmer Public Safety Group, Inc | 101-1220-4290 | 133.29 | 6/16/2026 | FF of the Year Frame |
| | | 133.29 | 6/16/2026 | |
| Witmer Public Safety Group, Inc | | 133.29 | | |
| WM MUELLER & SONS INC | 700-0000-4150 | 120.00 | 8/6/2026 | hauling out dirt from projects |
| WM MUELLER & SONS INC | 101-1320-4157 | 322.14 | 8/6/2026 | pothole patching |
| WM MUELLER & SONS INC | 101-1320-4157 | 105.64 | 8/6/2026 | asphalt repair |
| | | 547.78 | 8/6/2026 | |
| WM MUELLER & SONS INC | 720-7207-4150 | 386.91 | 8/13/2026 | materials for project |
| | | 386.91 | 8/13/2026 | |
| WM MUELLER & SONS INC | | 934.69 | | |
| Wood Holly | 101-1539-4343 | 937.50 | 8/20/2026 | Line Dance instruction 4263.116 and 4263.118 |
| | | 937.50 | 8/20/2026 | |
| Wood Holly | | 937.50 | | |
| WSB & ASSOCIATES INC | 601-6140-4300 | 12,332.19 | 8/13/2026 | County @75% |
| WSB & ASSOCIATES INC | 720-0000-4300 | 232.50 | 8/13/2026 | 2026 WR Support Services |
| WSB & ASSOCIATES INC | 720-0000-4300 | 1,377.25 | 8/13/2026 | 2026 WCA Support |
| WSB & ASSOCIATES INC | 601-6040-4300 | 4,110.73 | 8/13/2026 | City @ 25% |
| WSB & ASSOCIATES INC | 720-7025-4300 | 17,549.25 | 8/13/2026 | 2025 Pond Maintenance |
| WSB & ASSOCIATES INC | 601-6066-4303 | 1,620.50 | 8/13/2026 | Sanitary Sewer Extension - 8850 Audubon Road |
| | | 37,222.42 | 8/13/2026 | |
| WSB & ASSOCIATES INC | | 37,222.42 | | |
| WW GRAINGER INC | 101-1312-4510 | 82.02 | 8/6/2026 | restroom toilet repairs |
| | | 82.02 | 8/6/2026 | |

| Last Name | Acct 1 | Amount | Check Date | Description |
|---|---|---|---|---|
| WW GRAINGER INC | | 82.02 | | |
| XCEL ENERGY INC | 700-0000-4320 | 2,421.53 | 8/19/2026 | Electric Charges |
| XCEL ENERGY INC | 101-1350-4320 | 24.72 | 8/19/2026 | Electric Charges |
| XCEL ENERGY INC | 101-1350-4320 | 26.77 | 8/19/2026 | Electric Charges |
| XCEL ENERGY INC | 101-1350-4320 | 25.13 | 8/19/2026 | Electric Charges |
| XCEL ENERGY INC | 101-1350-4320 | 22.70 | 8/19/2026 | Electric Charges |
| | | 2,520.85 | 8/19/2026 | |
| XCEL ENERGY INC | | 2,520.85 | | |
| Young Paul | 601-6057-4300 | 345.00 | 8/5/2026 | Market Blvd Business event - Vendor |
| | | 345.00 | 8/5/2026 | |
| Young Paul | | 345.00 | | |
| Zoom | 101-1160-4207 | 104.52 | 6/16/2026 | Zoom Monthly charge |
| | | 104.52 | 6/16/2026 | |
| Zoom | | 104.52 | | |
| Zynnovation, LLC | 101-1425-4573 | 1,281.95 | 6/16/2026 | Arbor Day expense - Tree Diaper |
| | | 1,281.95 | 6/16/2026 | |
| Zynnovation, LLC | | 1,281.95 | | |
| | | 3,454,923.79 | | |

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Appoint Youth Commissioners | |
| **File No.** | | **Item No:** D.5 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council appoints Diya Natarajan as a Youth Commissioner to the Environmental Commission for a term ending August 31, 2027 and appoints Daniel Trifonov and Leo Allen to the Parks and Recreation Commission for a term ending August 31, 2027."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | RecTrac Park and Recreation Software Services Agreement | |
| **File No.** | | **Item No:** D.6 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Jodi Sarles, Recreation Center Manager | |
| **Reviewed By** | Jodi Sarles | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>"The Chanhassen City Council approves the Services Agreement with Vermont Systems for RecTrac software services." | |
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Operational Excellence |

## SUMMARY

Chanhassen Park and Recreation has utilized registration and facility management software from Active since 2004. Over time, the system has become inadequate for the department's operational needs and no longer meets the expectations of our community. Residents increasingly encounter challenges when attempting to register for programs or reserve facilities online, often requiring staff to manually process transactions. To ensure the software can be effectively utilized within the Chanhassen Community Center, it has been determined that a transition to a new system is necessary.

## BACKGROUND

In 2025, Park and Recreation staff completed a comprehensive software needs assessment to evaluate the department's future registration and facility management requirements. Following collaborative meetings with the Finance, IT and Communications departments, staff developed a detailed list of

required system features. Key needs included ease of use, customization capabilities, residency verification, robust reporting, point-of-sale functionality, membership management, enhanced customer service tools, and competitively priced processing and subscription fees.

To identify a solution that met the criteria, the team received demonstrations from several providers, including Active, Amelia, CivicRec, Finnly Sport, Kaizen, RecTrac and Xplor Recreation. After reviewing the platforms, participating in follow-up demonstrations with Finance, IT, and Communications, and reviewing references, staff determined that RecTrac best met and exceeded the city's software requirements.

RecTrac offers modern technology, extensive customization options and the ability to grow with community needs. The provider also offers a mobile app with cross-department functionality, enabling improved communication, access to services and rapid response to residents and participants. RecTrac offers lower transaction fees and credit card rates.

Using 2025 transaction data, Active fees amounted to $32,790.36. The comparable fees in RecTrac would have totaled $27,186.26. The setup fees will be recovered in just over two years while providing an improved customer and staff experience.

## DISCUSSION

## BUDGET

Transitioning to RecTrac has an estimated implementation and training fee of $11,450.00. Fees will be charged to Park & Recreation Administration Professional Services Budget, and the annual subscription fee has been incorporated into the 2027 General Fund Budget.

## RECOMMENDATION

Staff recommends City Council approve the Service Agreement with RecTrac, LLC d/b/a Vermont Systems for the Park and Recreation software services.

## ATTACHMENTS

RecTrac Services Agreement
RecTrac 3.1 Pricing Summary
RecTrac v Active Costs 2025

# SERVICES AGREEMENT

This Software-as-a Services (SaaS) Agreement is made as of the date of the last signature ("Execution Date") by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," "Provider", or "us") and **City of Chanhassen, MN** ("Customer," "Licensee," "you" or "your") whose principal address is **7700 Market Boulevard, Chanhassen, MN 55317**. Each a "Party," and collectively, the "Parties". This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between You and Us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service.

1. **INITIAL TERM.** The Initial Term of this Agreement shall commence on the date of the last signature below and shall continue until the last day of the month that is thirty-six (36) months following the month in which the Agreement is fully executed (the "Initial Term"). For example, if the Agreement is signed on April 15, it shall end on April 30 of the last year.
Thereafter, the Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least **ninety (90)** days prior to the end of the then-current term.

2. **SERVICES & FEES.** Services and Fees are set forth in Quote No. **QUO-19983-H2Q6K0**included and made part of this Agreement. All Fees will be due 30 days following invoice receipt.

3. **TAX EXEMPTION.** Please mark the appropriate box.

| | |
|---|---|
| ☒ **YES** | Yes, we are exempt. If yes, please provide a certificate or other documentation. |
| ☐ **NO** | No, we are not exempt. |

4. **PAYMENT SERVICES.**

| | |
|---|---|
| ☒ **INCLUDED** | Customer is selecting VS to provide Payment Services and will enter into a separate Sub-Merchant Agreement with us, as the payment facilitator. |
| ☐ **NOT INCLUDED** | Customer will be handling its own payment processing and payment services on its own or through another third-party payment services provider. We consider these services to be Third-Party Services for which we are not responsible or liable. |

5. **TERMS OF SERVICE.** Customer has received, understands and agrees to the VS Terms of Service, which are included and made part of this Agreement.

6. **PRIVACY & SECURITY.** Customer has received, understands and agrees to the VS Privacy Statement.

7. **ADDITIONAL ADDENDA.** The following Addenda are included and made part of this Agreement:
   **a)**Terms of Service
   **b)** Service Level Agreement (Software)
   **c)**PayTrac Addendum
   **d)** Quote No. **QUO-19983-H2Q6K0**

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**IN WITNESS WHEREOF**, the parties signing below have read and understand the terms and conditions of this Agreement, including any and all additional addenda or attachments. They represent and warrant that they are authorized to execute this Agreement on behalf of the applicable organization and that, upon execution, this Agreement is enforceable against that party in accordance with its terms. The parties hereto have caused this Agreement to be executed as of the **__day _____, 20___("Execution Date").**

| **Customer:** | **RecTrac, LLC d/b/a Vermont Systems** |
|---|---|
| Signature:_____<br>By: __Laurie Hokkanen_____(Print Name)<br>Its:____City Manager_____ (Title)<br>Date:_____ | Signature:_____<br>By: Patrick Hayden ___(Print Name)<br>Its: President _____(Title) Date:_____ |

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## TERMS OF SERVICE

**1) DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

- **"Addendum"** or **"Addenda"** means a document added to the Agreement containing new or supplemental terms.
- **"Agreement"** means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.
- **"Billing Period"** means the period of time covered by a single recurring dues fee for Services. Recurring fees will be invoiced based on contract execution date. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.
- **"Cardholder Data"** is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.
- **"Confidential Information"** means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, including but not limited to the **Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13**, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.
- **"Customer"** is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."
- **"Customer Data"** is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.
- **"End Users"** are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.
- **"Execution Date"** shall have the meaning as set forth in the Services Agreement.
- **"Fees"** mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule. One–time fees (hardware, training on-site, etc.) will be billed on an as-used basis.
- **"Fully Executed"** means when all parties have signed the agreements.
- **"Hardware"** means the computer equipment, point-of-sale terminals, or other technical hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.
- **"Hosting Fees"** mean the fees associated with the hosting of Customer data on our VS-controlled servers and systems.
- **"Initial Term"** is the initial term for Services, as described in the Services Agreement.
- **"Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and


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related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- **“Negative Accrual”** occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.
- **"Order Schedule"** means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services. Quotes and Annual Maintenance Invoices are considered the “order schedule.”
- **"Patron(s)"** mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.
- **"Patron Data"** means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.
- **"Payment Services"** means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Order Schedule or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-merchant Agreement with us.
- **"Professional Services"** are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.
- **"Services"** mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Order Schedule.
- **"Services Agreement"** means the contract between you and us for Services. The Services Agreement, together with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.
- **"Software"** means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).
- **"Software Fees"** mean those fees associated with your access to and use of our Software or any component thereof. Software Fees are charged annually unless otherwise agreed upon and as specifically described in the Order Schedule.
- **“Splash Page”** means the main landing page for WebTrac. The Splash Page will have buttons, images, and links to other areas within WebTrac. It's the starting page from which a customer will navigate to all other programs, available activities, classes, etc.
- "**Sub-Merchant Agreement"** means our Sub- Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.
- **"Support Fees"** mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly or annually or as more specifically described in the Order Schedule.
- **"Renewal Term"** means the period which immediately follows the expiration of the Initial Term, as described in the Services Agreement.
- **"Team"** includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.
- **"Term"** means the term for Services and includes both the Initial Term and any Renewal Terms, as applicable.
- **"VS"** means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's


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business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," “Provider,” or "us."

**2) ACCEPTANCE.**

You accept the terms of the Agreement when you (a) click-sign your acceptance to an online version of the Services Agreement; (b) sign a hardcopy of the Services Agreement; and/or (c) access the Services or otherwise accept the benefits of Services. **You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.**

**3) GRANT OF RIGHTS.**

**a) Grant of Rights by VS.** Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non-exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

**b) Grant of Rights by Customer.** Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved.

**c) Excess Use.** We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.

**d) Prohibited Use.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action, which could result in civil damages or criminal punishment.

**4) TERM; TERMINATION.**

**a) Term.** You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.

**b) Termination for Cause.** Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such


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breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or
(c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

**c)** **Termination for Convenience (Without Cause).** Either Party may terminate without cause after the initial term has ended and the Renewal term has begun. Should you choose to terminate once you are in a **Renewal Term**, provide a 90-day advance written ***notice of intent to cancel*** before the end of the annual maintenance cycle date, and services will cease per the annual maintenance date. **MIDTERM CANCELATIONS WILL NOT BE ACCEPTED.**

**d)** **Termination Notice.** For termination to be considered effective, you must send your termination notice via email to AccountsReceivable@vermontsystems.com or by writing to:
Vermont Systems at 12 Market Place, Essex Junction, VT 05452.
**WE WILL NOT ACCEPT TERMINATION NOTICES OR REQUEST VIA PHONE CALL OR PHONE MESSAGES. ALL TERMINATION NOTICES MUST BE IN WRITING.**

**5) FEES; PAYMENT TERMS**.

**a)** **Payment of Fees**. You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and will be billed annually, or as you and we may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non- refundable.

**b)** **Fee Commencement**. Upon the contract's execution, the initial invoice for the software subscription and hosting will be issued, **and payment will be due**. Contracts are considered fully executed when both parties have signed.

**c)** **Due Date; Late Fees; Interest**. Payment is due within 30 days from the date you receive our invoice (the "Due Date"), then we may charge you a late fee up to 5% of the total invoice. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.

**d)** **Error Reporting.** Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge. Invoices are sent to the contact person on file. YOU ARE RESPONSIBLE FOR KEEPING ALL CONTACT INFORMATION CURRENT.

**e)** **COLT Increase**. After the FIRST TWELVE (12) MONTHS of the initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase not to exceed five percent (5%) . VS reserves the right to apply the COLT enhancement to any fees after the FIRST TWELVE (12) MONTHS of the initial term AND at the start of each Renewal Term, in its sole and absolute discretion.

**f)** **Breach for Non-Payment of Fees.** Payment not made within 30 days of the Due Date will result in a breach of the Agreement and you will have twenty (20) days to cure. If payment is not received by the 51st day after the Due Date, we may suspend Services until all past due Fees are paid. If the account remains unpaid after sixty (60) days, you will be in default and the account will be deemed seriously delinquent. Upon default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full. WE RESERVE THE RIGHT TO TAKE LEGAL ACTION ON ALL SERIOUSLY DELINQUENT ACCOUNTS.

**g)** **Taxes. (Not applicable to tax-exempt Organizations)**. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes.

**h)** We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to reimburse us for any such payments within 30 days from your receipt of a special tax-related invoice.

**6) MODIFICATIONS.**


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a) **Changing the Order Schedule**. You may add or remove Services during the Term at any time, provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges after the initial term, with at least 30 days' prior notice to you, which notice may be provided by email. _ We will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 30 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Order Schedule then in place (which will, in turn, update the Agreement automatically).

b) **Other Changes to the Agreement**. Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.

7) **CUSTOMER DATA.**

a) **Customer Data Generally**. You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

b) **Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the "RecTrac Dictionary Listing" report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as, but not limited to, development assistance and development troubleshooting.

c) **Hosting Waiver** Hosting of Customer Data on VS-controlled servers and systems comes standard with all new Agreements or bundled pricing. IF CUSTOMER DOES NOT SELECT VS's HOSTING SERVICES, AND INSTEAD CHOOSE TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES THEY DO SO AT THEIR OWN RISK. WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOCIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO) **INCIDENTS RESULTING IN DATA BREACH**, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA. BY HOSTING YOUR OWN SYSTEMS, YOU ARE AGREEING TO THIS WAIVER.

8) **SPLASH PAGE**. Except for the template we provide, We disclaim all liability with respect to the WebTrac splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

9) **HARDWARE**. We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. We offer no warranties on Hardware.

10) **INSTALLATION; TRAINING**. We will provide an initial unconfigured install of the Software as part of the Fees you pay for Services. Subsequent installations or software configuration will be subject to additional charges


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on a "time and materials" basis at our standard rates. Based upon a mutually agreed implementation plan, we will provide training and setup services at our standard rates (plus expenses - if any are incurred). Implementation and Training may be performed remotely or on-site. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated to the project. If scheduled training is cancelled with less than three (3) weeks' notice, you will be responsible for any travel expense losses, plus an additional rescheduling/cancellation fee of 10% of the price per scheduled block of time/minimum $125.00. On-site and/or remote training booked over a weekend, after normal business hours, or on holidays may be subject to additional charges.

**11) CUSTOMER SUPPORT.**

**a)** All Customers in good standing will receive online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. See the Service Level Agreement (Support) for more details. -

**b)** **Customer Support Not Provided.** We do not provide the following customer support services as part of the Agreement: (a) Usage of after-hours emergency support, 8 pm ET to 8 am ET, Monday through Friday, and Saturday, Sunday and holidays, 24 hours, 7 days a week; (b) travel and out-of- pocket expenses for installation and on-site training services; (c) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (d) telephone support and/or training as a substitute for on-site training or classroom training; (e) VS application software WAN access configuration; (f) customized discovery, custom programming, development, and maintenance; (g) interfaces to export or import data from or to other application software databases; and (h) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; **(i) performing periodic VS software updates if database is on-premises; (j) purchase installation or configuration of SSL certificates for on- premises configurations;** and (k) data entry or database management. VS may provide some of these Services under a separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.

**c)** **Remote Access Authorization.** We will provide you with ongoing support for the proper functioning of our Services, including the Software, which we may provide or make available through remote access to your technology systems. Remote Access will be made available if needed upon request. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely, if needed, for the limited purpose of providing you with any support relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

**12) PAYMENT SERVICES**. For Customers including payment services, the Payment Onboarding documents will include: PayTrac Service Agreement, Terms and Conditions, Schedule A, and the Sub-Merchant Application/Agreement (SMAA). These documents will be included and made part of this Agreement.

**13) PROFESSIONAL SERVICES.** We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.


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14) **CUSTOM DEVELOPMENT**. While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, **based on our staffing and other considerations**, we will scope the project and provide you with a written quote. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.

15) **OWNERSHIP RIGHTS.**

**a) What Belongs to VS**. We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems and no right or license is granted to use them without our express written permission.

**b) What Belongs to Customer**. With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non- payment of Fees

16) **CONFIDENTIALITY.** A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, including but not limited to the **Minnesota Government Data Practices Act, Minnesota Statutes Chapter** 13 § 13.05, subd. 11 and § 13.055, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

**a)** Each Party's obligations of nondisclosure with regard to Confidential Information are effective as of the Execution Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

Notwithstanding any other provision of this Agreement to the contrary, VS must comply with the Minnesota Government Data Practices Act, only to the extent that VS is s performing a government function as defined under Minnesota Statutes Chapter 13 § 13.05, subd. 11 and § 13.055, as it applies to (1) all data provided by Customer pursuant to this Agreement, and (2) all data created, collected, received, stored, used, maintained, or disseminated by VS pursuant to this Agreement. VS is subject to applicable provisions of the Minnesota Government Data Practices Act, including, 13 § 13.05, subd. 11 and § 13.055. andthe civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event VS receives a request to release data, Contractor must immediately notify Customer. Customer will give VS instructions concerning the release of the data to the requesting party before the data is released. VS agrees to defend, indemnify, and hold Customer, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from VS's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.


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**17) PROTECTION OF EDUCATIONAL INFORMATION**. We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.

**18) CLIENT RESPONSIBILITY**. You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software, products, and Hosting Services.

**19) WARRANTIES; DISCLAIMERS**.

**a) Limited Software Warranty.** Provider warrants that, during the applicable Subscription Term, and when used by Customer in accordance with this Agreement and applicable Software documentation, the Software will materially conform to the descriptions provided by Provider. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days after Customer discovers the alleged nonconformity and must provide reasonable information and cooperation to permit Provider to evaluate and address the issue. Provider will have thirty (30) days from receipt of notice to correct or otherwise cure the nonconformity. Customer's sole and exclusive remedy, and Provider's entire liability, for breach of this warranty is, at Provider's option, to: (a) use commercially reasonable efforts to correct the nonconformity; or; (b) if Provider determines that correction is not commercially reasonable, terminate the affected Subscription and refund any prepaid, unused Subscription Fees for the affected portion of the Software.

This warranty does not apply to nonconformities resulting from:

**(i)** misuse, negligence, or unauthorized modification by Customer or its Authorized Users;

**(ii)** use of the Software other than as expressly permitted under this Agreement;

**(iii)** Customer's systems, networks, data, or third-party products or services not provided by Provider; or

**(iv)** Provider's compliance with Customer-provided specifications, configurations, or instructions.

**b) No Malicious Code Warranty.** Provider warrants that it will use commercially reasonable efforts designed to ensure that the Software, when initially provided by Provider for use in the hosted service environment (or, if applicable, as delivered to Customer), does not contain any virus, worm, trojan horse, ransomware, or other malicious code intended to materially damage, disable, or disrupt Customer's systems or data. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days after Customer discovers the malicious code. Upon receipt of such notice, Provider will use commercially reasonable efforts to remediate the malicious code. If Provider is unable to remediate the malicious code within a reasonable period, Customer may terminate the affected Subscription and Provider will refund any prepaid, unused Subscription Fees for the affected portion of the Software. The remedies set forth in this Section are Customer's sole and exclusive remedies for breach of this warranty.

**c) Professional Services Warranty.** Provider warrants that any Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards, using personnel with appropriate skills and experience. Customer must notify Provider in writing of any alleged breach of this warranty within thirty (30) days following completion of the applicable Professional Services. Customer's sole and exclusive remedy, and Provider's entire liability, for breach of this warranty is, at Provider's option, to re-perform the nonconforming Professional Services or, if re-performance is not commercially reasonable, refund the fees paid for the nonconforming portion of the Professional Services.

**d) Exclusive Remedies; Relationship to Limitation of Liability.** The warranties expressly stated in this Section are the only warranties provided by Provider under this Agreement. The remedies set forth in this Section constitute Customer's sole and exclusive remedies for breach of such warranties, subject to the Limitation of Liability section and applicable law.

**e) Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, SERVICES, DOCUMENTATION, AND ALL RELATED DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-


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INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF A SERVICE LEVEL AGREEMENT APPLIES, SERVICE CREDITS (IF ANY) ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE TO MEET THE APPLICABLE SERVICE LEVELS.

**20) LIMITATIONS OF LIABILITY**.

**a) Exclusive Remedies; Order of Remedies.** Except for claims expressly carved out in this Section and remedies expressly provided in this Agreement (including the warranty remedies set forth in the Warranties; Disclaimers section and any service credits provided under an applicable Service Level Agreement), Customer's sole and exclusive remedies for any claim arising out of or relating to this Agreement are limited to those express remedies. The Parties agree that: (i) service credits (if any) are the exclusive remedy for failure to meet applicable service levels; and (ii) the warranty remedies are the exclusive remedies for breach of the express warranties, in each case subject to the carve-outs and limitations set forth in this Section and applicable law. For clarity, any carve-out in this Section affects only the applicability of the limitations or exclusions stated herein and does not create any additional remedies beyond those expressly set forth in this Agreement.

**b) Excluded Damage.** To the maximum extent permitted by applicable law, and except as expressly provided below, in no event shall Provider be liable for any indirect, incidental, consequential, special, or punitive damages, including lost revenue, lost profits, loss of use, interruption of operations, or costs of substitute products or services, regardless of the theory of liability and even if advised of the possibility of such damages. This exclusion does not apply to damages awarded in connection with: (i) Provider's breach of its confidentiality obligations; or (ii) Provider's breach of its data security or privacy obligations, in each case to the extent such obligations are expressly set forth in this Agreement.

**c) Liability Cap.** Except for claims that cannot be limited under applicable law, Provider's total cumulative liability arising out of or relating to this Agreement shall not exceed the total fees actually paid by Customer to Provider under the applicable Order or Subscription during the twelve (12) months immediately preceding the event giving rise to the claim. The foregoing cap will not apply to Provider's breach of confidentiality obligations or Provider's breach of data security or privacy obligations, in each case as expressly set forth in this Agreement. For all claims subject to this cap, the cap applies in the aggregate for all claims and causes of action of every kind.

**d) Material Basis.** The limitations set forth in this Section are a material basis of the Parties' agreement and reflect the allocation of risk agreed by the Parties. These limitations apply notwithstanding the failure of any exclusive remedy and regardless of the form of action. Multiple claims will not enlarge any limitation or cap.

**e)Savings Clause.** Nothing in this Agreement limits either Party's responsibility for its own gross negligence or willful misconduct to the extent prohibited by applicable law.

**21) THIRD-PARTY CLAIMS; ALLOCATION OF RESPONSIBILITY** This Section applies solely to third-party claims, demands, actions, or proceedings brought by a person or entity that is not a party to this Agreement ("Third-Party Claim").

**a) Mutual Responsibility for Covered Third-Party Claims.** Each Party ("Responsible Party") will be responsible for amounts awarded in a final, non-appealable judgment, or amounts agreed in a settlement approved in writing by the Responsible Party, to the extent a Third-Party Claim arises from: **(i)** the Responsible Party's breach of this Agreement; **(ii)** the Responsible Party's violation of applicable law; or **(iii)** the Responsible Party's gross negligence or willful misconduct.

**b) Intellectual Property.** For Third-Party Claims alleging infringement of U.S. patents, U.S. copyrights, or U.S. trademarks, Provider's responsibility under this Section applies only to claims alleging that the unmodified Software, as provided by Provider and used by Customer in accordance with this Agreement, infringes such rights. Responsibility under this Section is limited to the judgment or approved settlement amount and any court-awarded costs and attorneys' fees awarded against the non-Responsible Party in the applicable Third-Party Claim.

**c) Exclusions.** A Party will have no responsibility under this Section to the extent a Third-Party Claim arises from: **(i)** the other Party's misuse of the Software or use outside the scope of this Agreement; **(ii)** modifications not made by the Responsible Party; **(iii)** the combination of the Software with items not provided by Provider, if the claim would not have arisen but for such combination; **(iv)** Customer-provided specifications, configurations, materials, or data; or **(v)** actions or omissions of a third party outside the Responsible Party's reasonable control.


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**d) Notice; Cooperation; Control.** The Party seeking protection under this Section must promptly notify the other Party in writing of the Third-Party Claim and provide reasonable cooperation and information. The Responsible Party will control the response and any settlement of the Third-Party Claim, provided that no settlement may: **(i)** admit fault on behalf of the non-Responsible Party; or **(ii)** impose any obligation on the non-Responsible Party, without the non-Responsible Party's prior written consent. The non-Responsible Party may participate in the Third-Party Claim at its own expense.

**e) Mitigation (Software-Related Claims Only).** If the Software becomes, or in Provider's reasonable opinion is likely to become, the subject of a Third-Party Claim described in this Section, Provider may, at its option: **(i)** obtain the right for Customer to continue using the Software; **(ii)** modify or replace the Software to make it non-infringing while providing materially equivalent functionality; or **(iii)** terminate the affected Subscription and refund any prepaid, unused Subscription Fees for the affected portion.

**f) Exclusive Remedy; Gross Negligence and Willful Misconduct; Limitation of Liability.** This Section states each Party's sole and exclusive remedy for Third-Party Claims covered by this Section. Nothing in this Agreement limits either Party's responsibility for its own gross negligence or willful misconduct to the extent such limitation is prohibited by applicable law. This Section is subject to the Limitation of Liability section, to the maximum extent permitted by applicable law.

**22) DISPUTE RESOLUTION.** Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

**a) Definition**. "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes **(i)** initial claims, counterclaims, cross-claims and third-party claims; **(ii)** claims based upon contract, tort, fraud, statute, regulation, common law and equity; and **(iii)** claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

**b) Claim Notice**. Before beginning a lawsuit, mediation, or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.

**c) Mediation or Arbitration.** Mediation or Arbitration saves disputing parties and organizations millions of dollars every year by reducing litigation and court costs. These methods of alternative dispute resolution can also save business relationships. The Party with the claim should first send a Claim Notice to the receiving party and allow at least 30 days to cure before initiating Mediation or Arbitration. The Mediation or Arbitration administrative details will be mutually agreed upon by both Parties. Each Party will be responsible for its own costs.

**23) CONTACT/NOTICES/GOVERNING LAW.**

**a) Point of Contact.** The VS Point of Contact for general questions regarding software and services is the Sales Executive listed here:

| | |
|---|---|
| **VS Sales Executive name:** | Dylan Greer |
| **Business Phone:** | 802-255-2151 |
| **Email:** | DylanG@vermontsystems.com |

**b) The Customer's primary Point of Contact is:**

| | |
|---|---|
| **Customer's name and Title:** | **Jodi Sarles** |
| **Business Phone:** | 952-227-1401 |
| **Email:** | jsarles@chanhassenmn.gov |

***IT IS THE CUSTOMER'S RESPONSIBILITY TO KEEP THEIR CONTACT INFORMATION UPDATED!**

**c) Notices.** Notices for Vermont Systems should be sent to:

RecTrac, LLC d/b/a Vermont Systems
12 Market Place
Essex Junction, VT 05452


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| |
|---|
| legal@vermontsystems.com |

**ALL LEGAL NOTICES, CLAIMS, or COURT DOCUMENTS should be sent via certified mail or delivered in person by a registered courier.**

**Notices to the Customer should be sent to:**

| | |
|---|---|
| **Attn:**<br>**Laurie Hokkanen** | **7700 Market Blvd.**<br>**PO Box 147** |
| **Emaillhokkanen@chanhassenmn.gov** | **Chanhassen, MN,**<br>**55317** |

**d) Choice of Law.** This Agreement will be governed by and construed in accordance with the local, municipal, provincial, state, and federal laws where the Customer is located, without regard to conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This choice of jurisdiction does not prevent Vermont Systems from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

**24) GENERAL PROVISIONS.**

**a) Privacy Rights**. You are required to comply with our Privacy Statement, which may be revised from time to time, and which is expressly incorporated into the Agreement.

**b) Minimum System Requirements / Interoperability**. It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third-party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.

**c) Reference**. You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.

**d) Independent Contractor Relationship**. Our legal relationship with you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

**e) Non-Discrimination Endorsement**. We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.

**f) Export Controls**. The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States government's denied- party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States export law or regulation.

**g) Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.

**h) Legal Advice.** All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.

**i) Waiver; Cumulative Remedies**. No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.


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j) **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in whole or in part , to an affiliate or to a successor or in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of our business or assets related to the Services, provided that **(i)** We remain responsible for performances of the Services and all obligations under this Agreement, and **(ii)** such assignment does not materially reduce the level or quality of Services to the Customer. We will provide the Customer with written notice of any such assignment. -

k) **Force Majeure**. Neither Party shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance, or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure. The affected Party will provide the other Party with prompt written notice describing the Force Majeure event and its expected duration. This does not excuse any payment obligations due under this Agreement.

l) **Survivability**. Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section (Hosting Obligations); (Confidentiality);(Protection of Educational Information); Limited Warranties); (Limitations of Liabilities); (Client Responsibilities); (Dispute Resolution); (Notice; Governing Law; Jurisdiction); (Legal Advice);(Force Majeure); and (Entire Agreement; Priority of Documents).

m) **Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.

n) **Headings**. The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

o) **Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

p) **Entire Agreement; Priority of Documents.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

q) **Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original.

r) **Consent to Do Business Electronically**. By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or


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mailing address or other contact information. Your electronic signature, including, without limitation clicking "Agree and Continue" or "I Accept" or an action of similar meaning or significance, shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

**25) HOSTING SERVICES**

**a) Hosting Services** are reflected in the Order Schedule. The Customer either has **Standard Hosting**, and the VS **Standard Hosting** Service Level Agreement (SLA) is here: VS Standard Hosting Service SLA or they have **Premium Hosting Service** and the **VS Premium Hosting Service** Level Agreement (SLA) can be found here: VS Premium Hosting Service SLA. Hosting SLAs may be revised from time to time and are incorporated into and made part of this agreement.

**b) Hosting Obligations.** We make the following limited representations and warranties with respect to our Hosting Services: we will, at all times during the Term of the Agreement: **(i)** maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and **(ii)** provide our Hosting Services in a good and workmanlike manner. **ALL PAYMENT TERMS, PROHIBITED USES, OWNERSHIP RIGHTS, AND ALL OTHER LIMITED WARRANTIES, LISTED IN THIS AGREEMENT, APPLY TO HOSTED CUSTOMERS**. The Customer must remain compliant with terms and conditions of this agreement for warranties to be applicable. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.


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# SERVICE LEVEL AGREEMENT (SUPPORT)

At Vermont Systems, we highly value our customers and are dedicated to delivering top-quality support services to ensure the seamless operation of your software systems. Our Service Level Agreement (SLA) defines the level of support you can anticipate from us, specifying our response times, issue resolution procedures, and overall support quality. With our proficient team of software professionals and unwavering commitment to customer satisfaction, you can rely on us to meet all your software support requirements with competence. Terms not specifically described in this Service Level Agreement for Support ("Support SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

**1) ELIGIBILITY.** To be eligible for the Support SLA, Customers must be current in their payment of Fees to Vermont Systems and must remain compliant with the terms and conditions of the Agreement.

**2) CASE PRIORITIES.** To provide high-quality support and to effectively assign resources to incoming cases, the following four types of case priorities have been identified:

| | | |
|---|---|---|
| **Priority 1** | Critical | Critical business impact occurs on a production system preventing business operations. End Users and Patrons are prevented from working within the Software with no workarounds. Examples include: Software crashes or goes off-line; functionality critical to business operation not available; data breach or loss of Customer Data. |
| **Priority 2** | Major | Significant business impact occurs on a production system severely impacting business operation. End Users and Patrons are impacted by the issue but may still be able to work in a limited capacity within the Software. Examples include significant performance degradation; functionalities important to business operation not available; loss of Software functionality has an escalating impact on business operations. |
| **Priority 3** | Medium | Minor business impact occurs on a production system that causes a partial or non-critical loss of functionality in the Software. A limited number of End Users and/or Patrons are affected. |
| **Priority 4** | Low | Issues occurring on a non-production system in the Software. Examples include: a question, comment, or enhancement. |


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**1) RESPONSE TIMES.** VS will respond and escalate support issues in accordance with the table below. All days referenced below are business days.

| | Priority 1 (within) | Priority 2 (within) | Priority 3 (within) | Priority 4 (within) |
|---|---|---|---|---|
| Initial Response | 1 hour | 4 hours | 24 hours | 48 hours |
| Escalation Stage | VS will escalate within the operations team. Operations will engage development resources as needed. Notification will be made to Operations leadership for issue awareness.<br>Communication cadence on specific cases will be as agreed upon by the case contact(s) and Vermont Systems on a case-by-case basis. | | | |

**2) CUSTOMER REPORTING CHANNELS; PROCESS.** Support Desk Customers experiencing support issues must report customer support concerns through VS's established support channels, including:
**a) Customer Support Portal**: accessed by going to: **support.vermontsystems.com** available (24/7)
**b) Chat Support:** available through the support portal – Monday through Friday, 8 AM – 5 PM
**c) Email:** support@vermontsystems.com
**d) Customer support line:** 877-883-8757, leave voicemail, **(monitored during business hours only**). 8AM - 8PM eastern time, Monday - Friday.
**After-Hours Emergency Support:** Leave voicemail at 802-490-1911 — receive VS Support response within 15 minutes. **(AFTER HOURS EMERGENCY SUPPORT FEES APPLY)**

All issues or questions reported to support are tracked with a support case that contains at a minimum the Customer account name, contact person, software product and version, module and/or menu selection, detailed description of the issue, and any other pertinent information. Case statuses are viewable on the VS support portal. Each case is stored in a queue and the first available support representative will be assigned to the next case issue based on priority. While reviewing the case issue, the assigned support person will contact the Customer, if additional information is needed. The VS support person will either resolve the issue or advise Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a case are tracked in the support database. If the issue needs to be escalated to a development resource, Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. Customer may view the development status at any time.

**3) Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the "RecTrac Dictionary Listing" report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as but not limited to development assistance and development troubleshooting.

**4) Data Breach/ Loss of Data:** VS takes safeguarding your data very seriously. Please refer to the VS Terms and Conditions for claims related to a data breach or loss of data.


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# PAYTRAC PAYMENT SERVICES ADDENDUM

This PayTrac Payment Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS," "Licensor," "we," "our," "Provider", or "us") and **City of Chanhassen, MN** ("Customer", "Licensee," "You" or "Your") is intended to be included and made part of the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below.

**1) TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminous with the primary Vermont Systems Serviced Agreement___ ( date of related Agreement if applicable).

**2) PAYMENT SERVICES.** Customer is adding VS PayTrac Payment Services to the suite of products and services it is receiving from VS (as reflected in the Order Schedule) at the rates described in the attached Schedule A. VS will provide Customer with Payment Services pursuant to a separately executed Sub-Merchant Agreement, inclusive of **Customer's Sub-Merchant Application/Agreement ("SMAA")** and **VS's Terms of Service** and **PayTrac Payment Service Terms & Conditions**, each of which shall be incorporated by reference into the Agreement.

**3) SOFTWARE UPDATES.** To maintain the highest level of security for payment processing, the Customer agrees to operate on the most recent release of the software within 30 days of its general release. Extended delays to update the software may impact the ability to safely process transactions, and VS reserves the right to disable processing until the software is updated.

**4) MISCELLANEOUS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there are any conflicts or inconsistencies between this Addendum and the Agreement, VS current Terms of Service will control. VS's acceptance may be evidenced by its fulfillment of the Agreement, which this Addendum revises.

**IN WITNESS WHEREOF**, the parties signing below have read and understand the terms and conditions of this Agreement, including any and all additional addenda or attachments. They represent and warrant that they are authorized to execute this Agreement on behalf of the applicable organization and that, upon execution, this Agreement is enforceable against that party in accordance with its terms. The parties hereto have caused this Agreement to be executed as of the **__day _____, 20___("Execution Date").**

| **Customer: City of Chanhassen** | **RecTrac, LLC d/b/a Vermont Systems** |
|---|---|
| Signature:_____<br>By: Laurie Hokkanen_____(Print Name)<br>Its:_City Manager_____ (Title)<br>Date:_____ | Signature:_____<br>By: Patrick Hayden___(Print Name)<br>Its: President_____(Title) Date:_____ |



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# PAYTRAC PAYMENT SERVICE TERMS AND CONDITIONS

1) **SUB-MERCHANT AGREEMENT.** These PayTrac Payment Service Terms and Conditions govern the terms and conditions under which we, as a payment facilitator, will agree to provide you, as a sub-merchant, with certain payment-related services. For purposes of this Sub-Merchant Agreement, the sub-merchant identified in the Sub-Merchant Application and Agreement ("**SMAA**") will be identified as "**you**, "**your**," or "**Sub-Merchant**." These Payment Terms and Conditions, together with your completed and approved SMAA, will form a binding "Sub-Merchant Agreement" between you and the payment facilitator identified in the SMAA ("**we**," "**us**," "**our**," or "**Payment Facilitator**"). If you are receiving Payment Services (defined below) from us, then your Sub-Merchant Agreement will become part of your overall Agreement with us, which Agreement includes, in addition to the Sub-Merchant Agreement, our Terms of Service, Privacy Policy and other referenced exhibits, schedules or addenda. Terms not defined herein shall have the meanings as set forth in Section 1 of the Terms of Service.

2) **PAYMENT SERVICES.** Provided you satisfy the underwriting criteria for receipt of Payment Services and remain in compliance with the Agreement, we will agree to provide you with the payment services as described in the Agreement (collectively, "**Payment Services**"). In exchange for Payment Services, you agree to pay us the rates, fees and other charges described in the Agreement (collectively, "**Fees**"). Besides us, there are other third parties involved in the facilitation and processing of Payment Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa, Mastercard, Discover and American Express (collectively, "**Card Brands**" unless referred to individually by name), and our designated payment processor ("**Processor**"). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business. By designating us as your agent for payment facilitation services, and remaining in compliance with the terms of the Agreement (including payment of all of our Fees), you will receive the right to accept payments from customers, clients and/or members (collectively, "**End Users**") through validly issued bankcards ("**cards**") associated with the Card Brands, and/or, if approved, through automated clearing house transactions ("**ACH**") regulated by the National Automated Clearing House Association ("**NACHA**"). We will only provide you with Payment Services for transactions run on active, non-defaulted End User agreements properly delivered to us through the appropriate system in accordance with the Agreement's terms and conditions including, without limitation, this Sub- Merchant Agreement.

3) **APPLICATION PROCESS; UNDERWRITING; APPROVAL FOR PAYMENT SERVICES.** Completion of the SMAA and submission through our standard underwriting process shall be a pre-requisite and pre-condition to your receipt of Payment Services. If you fail to meet our then-current underwriting requirements, or the then-current underwriting requirements of our Processor (as applicable), you shall not be allowed to receive Payment Services. Federal regulations such as the USA Patriot Act or FinCEN require financial institutions (i.e., banks) to verify the identity of persons seeking to open a depository account. Our Processor, in turn, requires that we submit certain information about each sub-merchant through underwriting prior to such sub-merchant's receipt of payment services. Information that we may request includes, but is not limited to, basic sub- merchant information such as entity name, business address, tax number, date of formation, years in business; transaction information, processing volumes, payment types accepted, address of business locations where payments may be accepted; and information about who owns and controls the sub-merchant. It shall be your sole responsibility to provide us with all required information, to ensure the accuracy and completeness of the information provided, to provide us with timely and accurate updates if your information changes, and to make the required acknowledgements and authorizations related to Payment Services as described in the Sub-Merchant Agreement. We (and our Processor, as applicable) will base underwriting decision on the information provided. If, after approval, we discover that certain information provided in the SMAA was false, incomplete, misleading or inaccurate, as determined by us or our Processor, we reserve the right to suspend or terminate Payment Services immediately at our discretion. If you pass underwriting and your application is approved, then your SMAA will automatically convert to a Sub-Merchant Agreement which



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incorporates these Payment Terms & Conditions (and other documents forming the Agreement) by reference.

Underwriting approval and conversion of your application to a Sub-Merchant Agreement may occur without notice to you. Your failure to notify us of changes to your business may be considered a material breach of the Sub-Merchant Agreement.

- **For Private Sector Entities Only:** You expressly authorize us to make business credit inquiries , if applicable, personal credit inquiries (including, without limitation, credit report inquiries into your Control Owner or Authorized Contact), identity-verification inquiries, transaction-verification inquiries and any other inquiry or background check that we consider reasonably necessary as related to our provision of the Payment Services. You further agree to provide us with any information or documentation requested by the Processor, the Card Brands and/or the bank(s).

4) **DESIGNATION AS LIMITED PAYMENTS AGENT.** By entering into this Sub-Merchant Agreement, you are appointing us as your limited payments agent for the sole purpose of receiving, holding and settling payments made to you for your goods and services as validly entered in and through our system or platform. We will settle payments that are actually received by us to you, less any amounts owed to us, including fees and other obligations, and subject to the terms and conditions of the Agreement, including this Sub-Merchant Agreement. You agree that a payment received by us on your behalf satisfies an End User's (i.e., a payor's) obligation to make payment to you, . If we do not settle the payment to you, you will only have recourse against us and not the End User, as payment is deemed made by an End User to you upon constructive or actual receipt of funds by us. We will process transactions in accordance with your written instructions, the agreement(s) in place with us or End Users, and applicable law, rules or regulations.

5) **DESIGNATED ACCOUNT.** You will be required to provide and maintain a business bank account with a U.S.-chartered bank (your "**Designated Account**," or, if you have more than one account, your "**Designated Accounts**"). Each sub-merchant entity must have its own Designated Account and the name on the Designated Account must match the sub-merchant's legal entity name or registered doing-business-as name. All remits or other deposits to you as associated with Payment Services will be made into your Designated Account(s).

6) **PROHIBITED ACTIVITIES PER MAJOR CARD BRANDS.** In receiving Payment Services, you shall not, through yourself or a third party: **(a)** submit any transaction to us that was previously charged back and subsequently returned to you, irrespective of cardholder approval; **(b)** knowingly submit any transaction that is illegal or that you should have known was illegal (you acknowledge that such transaction must be legal in both your and the cardholder's jurisdiction); **(c)** submit a transaction that you know, or should have known, is either fraudulent or not authorized by the cardholder; **(d)** require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, nor request a Card Verification Value 2 ("**CVV2**") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Card Brands operating regulations or this Sub-Merchant Agreement, including CVV2; **(e)** add a surcharge to transactions except as expressly permitted by, and in full compliance with, the Card Brands operating regulations; **(f)** charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Card Brands operating regulations;**(g)** disburse funds in the form of cash unless you are participating in full compliance with a program supported by a Card Brand for such cash disbursements and in full compliance with the Card Brand's operating regulations; **(h)** submit a transaction that does not result from an act between you and a cardholder; **(i)** accept a card issued by a U.S. issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Card Brand operating regulations; **(j)** request or use a card account number for any purpose other than as payment for your goods or services; **(k)** add any tax to transactions, unless applicable law expressly requires that you are permitted to impose a tax (in such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately); **(l)** process transactions for, receive payments on behalf of, or redirect payments to a third party (unless required by law); **(m)** copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payment Services; **(n)** interfere with or violate any



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other of our services or End User's right to privacy or other rights, or harvest or collect personally identifiable information about End Users without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; **(o)** defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; **(p)** transmit or otherwise make available in connection with the Payment Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; **(q)** interfere with or disrupt the operation of the Payment Services, or the servers or networks that host the Payment Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; **(r)** sell, license, or exploit for any commercial purposes any use of or access to the Payment Services other than as permitted by us; **(s)** forward any data generated from the Payment Services without our prior written consent; **(t)** sublicense any or all of the Payment Services to any third party; and/or **(u)** transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor you and your End User's use of the Payment Services to ensure compliance with the Agreement including, without limitation, this Sub-Merchant Agreement and applicable law. If we determine that you are not in compliance with the Sub-Merchant Agreement, we reserve the right to take appropriate remedial action including, without limitation, suspending or terminating Payment Services, or suspending or terminating your access to the system or platform. In receiving Payment Services, you further acknowledge, represent and warrant that you will not **KNOWINGLY** make Payment Services available to **(i)** any person who appears of the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals list; **(ii)** any person who is less than 18 years of age; **(iii)** who is not domiciled in the U.S.

7) **SUB-MERCHANT REPRESENTATIONS.** You represent and warrant that **(a)** you are at least 18 years of age; **(b)** if an individual account, you are a sole proprietorship validly existing in the United States, Canada, or its territories, and if an entity, that the entity was validly formed, registered and is in good standing in at least one of the fifty United States, Canada, or its territories; **(c)** you have never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, you have disclosed this to us; and **(d)** all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from you.

8) **CLIENT RESPONSIBILITY.** You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software, products, or **Payment Services.**

9) **END USERS.** We are not a party to any contract or business relationship that you may have with End Users, and we shall have no obligations or liability under any such agreement or business relationship. You are solely responsible for your own products and services and for the content and legality of your own contracting documents with End Users. You will be required to obtain an End User's prior written consent for **RECURRING TRANSACTIONS**.

10) **REGULATORY STATUS.** In providing Payment Services to you, we are your designated agent for certain payment facilitation services, as integrated with our proprietary technologies, but always acting at your direction in accordance with the contracts that have been entered into including, without limitation, the Sub-Merchant Agreement. We are not a bank, money transmitter or other money services business. The Payment Services that we offer and the payment transactions that we help to facilitate involve the use of our own proprietary technologies and the efforts of third parties such as banks, the Card Brands, and our Processor.

11) **TERM; TERMINATION OF PAYMENT SERVICES.** The term of this Sub-Merchant Agreement will run concurrently with the Term as described in your Agreement. We shall have the right to terminate this Sub-Merchant Agreement, with a written notice, at any time for cause, and shall have no liability to you for any such termination. Upon termination, you shall immediately cease using the Payment Services. We shall have the right to remove your Designated Account information upon termination of the Sub- Merchant Agreement, and we shall also have the right, at our choosing, to retain copies of such information for up to five (5) years at



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our cost. This Sub-Merchant Agreement shall terminate immediately if a bank, the Card Brands or our Processor require us to terminate the Sub-Merchant Agreement. Upon termination of Payment Services for any reason, you shall remain liable for any and all outstanding Fees owed.

12) **TAXES.** It is your sole responsibility to determine what, if any, taxes apply to the sale of your products and services, or the payments you receive in connection with your use of our Payment Services ("**Taxes**"). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper taxing authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we will satisfy all IRS reporting requirements as required by law, including providing the IRS with an information return on your card transactions and third-party network transactions. We will also comply with any lawful orders, garnishments or tax levies associated with your account. This provision shall be read in conjunction with, and not in conflict of, any tax-related provision in the Terms of Service.

13) **CARD BRAND RULES.** If you accept cards issued by any of the major Card Brands, then in addition to these Payment Terms and Conditions, you will also be obligated to comply with Card Brand rules and regulations, the terms of which are incorporated by reference herein. The operating regulations for each of the major Card Brands can be accessed at the links below:

- **VISA:** usa.visa.com/merchants/operations/op_regulations.html
- **Mastercard:** https://www.mastercard.us/en-us/business/overview/support/rules.html
- **American Express:** www.americanexpress.com\merchantopguide
- **Discover:** https://www.discovernetwork.com/en-us/faq
- For transactions involving **ACH**, a copy of the NACHA operating rules and guidelines are available at www.achrulesonline.org.

Nothing in this Sub-Merchant Agreement shall be read or construed to interfere with or lessen the right of the Processor, the bank(s), or the Card Brands to terminate this Sub-Merchant Agreement; and, if this occurs, such termination shall not be considered a material breach of the Agreement by us. In the event of a conflict between this Sub-Merchant Agreement and the Card Brand's operating regulations, the Card Brand operating regulations will control. With respect to the Card Brand operating regulations, you acknowledge and agree that: **(a)** you will be responsible for the actions of your employees and agents; **(b)** you will comply with all applicable laws and regulations and all applicable parts of the operating regulations, including those parts regarding the ownership and use of Card Brand marks; **(c)** you will notify us, as your payment facilitator, of any third-party that will have access to Cardholder Data; **(d)** you will comply with, and will contractually require your suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by a Card Brand and demonstrate compliance with these security obligations; and **(e)** Card Brands may conduct, or direct another party to conduct, an audit of you at any time, and you must comply in all material respects with such audit until its completion.

14) **AMERICAN EXPRESS OPT-BLUE PROGRAM.** The following provision only applies if you are participating in the American Express Opt-Blue Program, as controlled by the American Express Opt-Blue Program operating regulations. As a participant in the American Express Opt-Blue Program: **(a)** you must comply with, and accept American Express cards in accordance with the terms of this Sub-Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time; **(b)** you acknowledge that the American Express Merchant Operating Guide is incorporated by reference into this Sub-Merchant Agreement and is available online here: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf **(c)** you expressly authorize us to submit transactions to, and receive settlement from, American Express on your behalf; **(d)** you expressly consent to our collection and disclosure of transaction data, Sub-Merchant Data, and other information about you to American Express, and to American Express using such information to perform its responsibilities in connection with the American Express Program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the program agreement, and important transactional or relationship communications from American Express.



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In addition, you acknowledge and agree that: **(i)** you may opt-out from receiving future commercial marketing communications from American Express; **(ii)** you may be converted from the American Express Program to a direct card acceptance relationship with American Express if and when you become a high CV merchant in accordance with Section 10.5, "High CV Merchant Conversions," and upon conversion, you will be bound by American Express' then-current Card Acceptance Agreement and American Express will set pricing and other fees payable by you for card acceptance; **(iii)** American Express may use information obtained in the SMAA at the time of setup to screen, communicate and/or monitor you in connection with card marketing and administrative purposes; **(iv)** you shall not assign to any third party any payments due to you under your respective End User Agreement, and further agree that all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes, provided, however, that you may sell and assign future transaction receivables to us, our affiliated entities and/or any other cash advance funding sources who partner with us or our affiliated entities without consent of American Express; **(v)** American Express is a third-party beneficiary to this Sub-Agreement and retains all rights, but not obligations, in the Sub- Merchant Agreement that will fully provide American Express with the ability to enforce the terms of the Payment Facilitator's Sub-Merchant Agreement against you; **(vi)** you may opt out of accepting cards at any time without directly or indirectly affecting your rights to accept other payment products; **(vii)** we may terminate your right to accept cards if you breach any of the provisions in this Section or the American Express Merchant Operating Guide; **(viii)** we have the right to immediately terminate the Sub-Merchant Agreement for cause, for fraudulent or other activity, or upon American Express' request; **(ix)** your refund policies for purchases on a card must be at least as favorable as your refund policy for purchases on any other payment products, and you further agree that the refund policy be disclosed to cardmembers at the time of purchase and in compliance with applicable law; **(x)** you are prohibited against billing or collecting from any cardmember for any purchase or payment on the card unless chargeback has been exercised, you have fully paid for such charge, and you otherwise have the right to do so; **(xi)** you must comply with applicable laws, rules and regulations relating to the conduct of your business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security;" **(xii)** you will report all instances of a data Incident immediately to us after discovery of the incident; **(xiii)** you will cease all use of, and remove American Express' licensed marks from your website and wherever else they are displayed upon termination of this Sub-Merchant Agreement or your participation in the Program; **(xiv)** you will ensure data quality and agree that transaction data and customer information will be processed promptly, accurately and completely, and will comply with the American Express technical specifications; and **(xv)** you are solely responsible for being aware of and adhering to privacy and data protection laws and will provide specific and adequate disclosures to cardmembers on the collection, use, and processing of personal data.

15) **PCI DSS**. We have implemented certain technical and procedural safeguards to keep Cardholder Data safe and will continue to comply with Payment Card Industry Data Security Standards (" **PCI DSS**") as a Level 1 service provider to the extent we store, process or transmit Cardholder Data on your behalf. As a sub-merchant, you also have certain PCI DSS obligations to help keep Cardholder Data safe. Please visit this link https://www.pcisecuritystandards.org/pdfs/Small_Merchant_Guide_to_Safe_Payments.pdf) to learn more about what you can and should do to protect payment transactions at your place of business. We reserve the right to suspend Payment Services for as long as we deem reasonably necessary to investigate suspicious or unusual activity associated with your account, and we shall have no liability to you for any losses that may be attributable to the period of suspension. Similarly, if you know or have reason to believe there has been a security intrusion that has or may result in unauthorized access to Cardholder Data, you must notify us immediately.

16) **PROCESSING LIMITS.** We reserve the right, if needed, to assign a maximum dollar amount ("**Processing Limit**") per sales ticket and an aggregate maximum dollar amount of card and ACH transactions per calendar month to your account. If we assign a Processing Limit, we will provide a prior written notice. As a Sub-Merchant, You may also request in writing "Processing Limits" as described here.

17) **MERCHANT SERVICES AGREEMENT WITH PROCESSOR**. In the event you process more than $1,000,000 in Visa transactions and/or $1,000,000 in MasterCard transactions (or such other amount as provided by the Card



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Brand's operating regulations) in any twelve month period ("**Benchmark Amount**"), then in addition to this Sub-Merchant Agreement with us, you may also be required to enter into a "Merchant Services Agreement for Sub-Merchants" with our Processor, the terms of which will be independently enforceable by our Processor.

18) **NEGATIVE ACCRUALS.** We reserve the right to collect a "Per Fiscal Day Over Draft Fee" if your account goes negative during any given remit cycle. See Schedule A for details and Fee amounts.

19) **ADVANCES.** An advance is any disbursement of funds prior to the regularly scheduled remit date. Any requests for an advance will be considered on a case-by-case basis although, as a general policy, we will not honor advance requests. Any advance request must be sent to us in writing. If an advance is granted, you agree to pay a "**Per Wired Funds Transfer**" for each advance provided.

20) **RECONCILIATIONS; ERROR REPORTING.** You are responsible for reconciling your transaction history or remit reports with your actual transactions and you agree to notify us of any errors or discrepancies (each an "**Error**"). We will investigate reported Errors and attempt to promptly rectify them. In the event you are owed money as a result of an Error, we will transfer funds to your Designated Account at the next scheduled remit or pay-out cycle. Errors not reported to us within 60 days from when they first appear on your transaction history or remit report will be deemed waived.

21) **SALES TRANSMITTALS**. You will retain a copy of the sales transmittal for the completed transaction for 25 months or such longer period as the Card Brand operation regulations may require. Within three business days of our request, you will produce copies of sales transmittals and other transaction evidence.

22) **ACH PROCESSING.** To enable you to make and accept ACH payments, you authorize us to originate credit or debit records for the purpose of a funds transfer into the ACH network ("**Entries**"). We will use reasonable efforts to originate Entries on your behalf in accordance with the Sub-Merchant Agreement. You must only submit Entries for bona fide transactions with your End Users made in the ordinary course of business. All disputes between you and any of your End Users relating to any ACH transaction must be resolved between you and them. If we receive any notice of an ACH dispute or NACHA inquiry, we will forward such notice directly to you. We bear no financial responsibility for any disputed transaction.

23) **REFUNDS; RETURNS.** You agree to process returns of and provide refunds and adjustments for products and/or services in accordance with your End User Agreements. In managing refunds and returns, you agree to: **(a)** maintain a fair return, cancellation or adjustment policy; **(b)** disclose your return or cancellation policy to End Users at the time of purchase; **(c)** not give cash refunds to an End User in connection with a card sale unless required by law; and **(d)** not accept cash or any other item of value for preparing a card sale refund. Your refund policies should be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to mitigate chargeback risk.

24) **CHARGEBACK LIABILITY.** For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in the Agreement, your End User Agreements, or assessed by a Card Brand or Processor. If you have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to you until such time that **(a)** the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; **(b)** the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or **(c)** we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which you are liable, you agree to pay us the full amount of the chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.

25) **RESERVE; SECURITY INTEREST. (APPLICABLE TO PRIVATE ENTITIES)** Where deemed necessary or appropriate



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by us or our sponsor bank, upon written notice, we (or our sponsor bank) shall create a reserve account ("**Reserve**") in order to protect us or the sponsor bank from actual or potential liabilities under this Sub-Merchant Agreement. The Reserve will be in an amount determined by us in our sole and absolute discretion to cover anticipated chargebacks, returns, unshipped product and/or unfulfilled services or credit risk based on your processing history. The Reserve may be raised, reduced or removed at any time by us (or at the direction of our sponsor bank). Where the Reserve is not adequately funded, you shall pay all amounts requested by us for the Reserve within one business day of a request for such amounts and we may build the Reserve by offsets from Remits, transaction settlements or by debiting by ACH any of your Designated Accounts with available funds. You hereby grant us a security interest in and lien on any and all funds held in any Reserve, and also authorizes us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Sub-Merchant Agreement, including without limitation, for any reversals of deposits or transfers. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.

26) **RECOUPMENT OF FEES.** Where Fees are owing by you to us under the Agreement, we shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: **(a)** deposited by you into your Designated Account(s); **(b)** due to you as remits; **(c)** held in the Reserve; or **(d)** available in your other payment instrument registered with our sponsor bank (if any). Your failure to pay all Fees owed to us on demand will be a breach of this Sub-Merchant Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In our discretion, we may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. You hereby expressly agree that all communication in relation to delinquent sub-merchant accounts may be made by us or by a third party acting on our behalf, including but not limited to a collections company.

27) **INTELLECTUAL PROPERTY.** We reserve all rights not expressly granted to you in the Agreement, including without limitation, this Sub-Merchant Agreement. We own the title, copyright and other worldwide intellectual property rights in the Payment Services and all technology, components, systems, and hardware associated therewith. This Sub-Merchant Agreement does not grant you any rights to our trademarks or service marks, nor may you remove, obscure, or alter any of our trademarks or service marks included in the Payment Services. All comments and suggestions of or concerning the Payment Services provided to you shall be our property and you shall not have any rights therein**.**

28) **HOLD HARMLESS** You are responsible for, and will hold Provider and its affiliates, and each of their respective officers, directors, employees, agents, and third-party service providers involved in the Payment Services (including processors, acquiring banks, issuing banks, card networks, and payment rails) (collectively, the "Protected Parties") harmless from any third-party claims, demands, actions, audits, investigations, inquiries, or proceedings, and all related losses, liabilities, damages, penalties, fines, judgments, settlements, costs, and expenses (including reasonable attorneys' fees), to the extent arising out of or relating to: **(a)** any actual or alleged breach of your representations, warranties, or obligations under this Sub-Merchant Agreement; **(b)** your wrongful, improper, fraudulent, or unauthorized use of the Payment Services; **(c)** any transaction submitted by you through the Payment Services, including the accuracy of transaction data, product or service descriptions, pricing, fulfillment, refunds, chargebacks, reversals, or disputes relating to products or services offered or sold by you; **(d)** your violation of any applicable law, rule, regulation, card network rule, or payment network operating requirement; **(e)** your violation of any third-party right, including intellectual property, privacy, or publicity rights; or **(f)** any access to or use of the Payment Services using your credentials or account, except to the extent caused by Provider's gross negligence or willful misconduct.
**28.1 Claim Management.** Provider will provide prompt written notice of any matter covered by this Section and will reasonably cooperate, including by providing information reasonably available to Provider, in connection with the



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response or resolution. Customer will reimburse Provider for Provider's reasonable, documented out-of-pocket costs of such cooperation, if any. You will manage the response and any settlement of such matter; however, you may not resolve any matter in a manner that imposes any obligation on, or admits fault by, a Protected Party without Provider's prior written consent (not to be unreasonably withheld).
**28.2 No Expansion of Remedies**. This Section applies solely to third-party claims and does not create any first-party remedies or expand Customer's rights beyond those expressly stated elsewhere in this Agreement.

29) **LIMITED WARRANTIES.** Provider warrants that, during the applicable Subscription Term, and when used in accordance with this Agreement and the applicable Payment Services Descriptions, the Software and Payment Services will materially conform to such descriptions. **(a) No Malicious Code**. Provider warrants that it will use commercially reasonable efforts designed to ensure that the Software, as provided at the time of installation, does not contain malicious code intended to materially damage, disable, or disrupt Customer's systems or data; **(b) Professional Services.** Provider warrants that any Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards; **(c) Remedies.** If Customer provides written notice within thirty (30) days after discovering an alleged breach, Provider will use commercially reasonable efforts to remediate. If remediation is not commercially reasonable or cannot be completed within a reasonable period, Customer may terminate the affected Subscription and receive a refund of prepaid, unused Subscription Fees for the affected portion; **(d) Exclusions.** This warranty does not apply to nonconformities caused by Customer misuse, unauthorized modifications, third-party systems or services, or Provider's compliance with Customer instructions; **(e) Disclaimer**. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE PAYMENT SOFTWARE AND PAYMENT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ALL OTHER WARRANTIES ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

30) **LIMITATION ON LIABILITY. (a) Excluded Damages.** EXCEPT FOR: **(i)** amounts payable by Provider under the Limited Warranties section (including required refunds of prepaid, unused Subscription Fees), and **(ii)** liability that cannot be excluded under applicable law. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OR GOODWILL; **(b) Liability Cap.** EXCEPT FOR **(i)** amounts payable by Provider under the Limited Warranties section (including required refunds of prepaid, unused Subscription Fees), and **(ii)** liability that cannot be limited under applicable law, PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE PAYMENT SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. For clarity, this Section 30 limits Provider's liability; it does not limit Customer's obligations under the HOLD HARMLESS section; **(c) Allocation of Responsibility**. Provider is not responsible for failures or losses caused by Customer acts or omissions, Customer systems or data, third-party payment networks or banks, actions taken to comply with law or card network rules, or Provider's compliance with Customer instructions; **(d) Relationship to Warranties**. Nothing in this Section limits Provider's obligation to remediate nonconformities or refund prepaid, unused Subscription Fees as expressly provided in the Limited Warranties section. Remedies for any breach of the No Malicious Code warranty are limited to those expressly stated in that section, except where liability cannot be limited under applicable law.

31) **TIME LIMIT TO INITIATE A DISPUTE.** Unless otherwise required by law, an action or proceeding by you relating to any dispute or claim by you under this Sub-Merchant Agreement must commence within one year after the cause of action accrues, failing which you forego any rights in respect thereof.

32) **CONFIDENTIALITY.** Unless otherwise required by law, including but not limited to the **Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13** § 13.05, subd. 11 and § 13.055**,** you shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our bank's or our Processor's Confidential Information, and neither you nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. If you breach, or threaten to breach, any of the provisions of this section, in addition to any other rights we may have, including a claim for damages, we shall have the right to have the provisions of this section specifically enforced, and your breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment



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of a bond (such requirement being expressly waived by you), it being agreed that any breach or threatened breach of this section would cause irreparable harm to us in that money damages would not provide an adequate remedy.

33) **PERSONAL GUARANTY (Private sector only).** If an individual executes this Sub-Merchant Agreement on your behalf as a guarantor, then such individual personally guarantees performance by you hereunder, shall be deemed to be a guarantor for all purposes, and shall be joint and severally liable with you for all of your liabilities under the Sub-Merchant Agreement.

34) **INDEPENDENT CONTRACTOR.** The relationships of the parties to this Sub-Merchant Agreement shall be solely that of independent contractors, and nothing contained herein shall be construed otherwise. Nothing in this Sub-Merchant Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

35) **ASSIGNMENT.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in whole or in part , to an affiliate or to a successor in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of our business or assets related to the Services, provided that **(a)** We remain responsible for performances of the Services and all obligations under this Agreement, and **(b)** such assignment does not materially reduce the level or quality of Services to the Customer. We will provide the Customer with written notice of any such assignment.

36) **OTHER AGREEMENT TERMS; CONFLICT**. Upon SMAA acceptance, this Sub-Merchant Agreement shall be considered incorporated by reference into your overall Agreement with us. To the extent any provision of this Sub-Merchant Agreement directly conflicts with any other provision of the Agreement, then the Sub-Merchant Agreement's terms shall be deemed to control.

37) **COST REVIEW & POTENTIAL ADJUSTMENT.** We will conduct a quarterly review of the overall card processing costs. The first review will begin six (6) months after the initial implementation. If there is a material increase or *decrease* in card processing costs, we reserve the right to adjust fees accordingly, associated with Payment Services, with prior written notice and supporting documentation.



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## SCHEDULE A:

### PAYTRAC PAYMENT SERVICE RATES & FEES*

| TRANSACTION PARTIES | | FUNDING** |
|---|---|---|
| Customer / Sub-Merchant: | City of Chanhassen, MN | Funds received by 11:59 pm ET will be deposited in Customer's designated account within three (3) business days |
| Payment Facilitator: | RecTrac, LLC d/b/a Vermont Systems | |
| Payment Processor: | WorldPay, LLC | |
| Sponsor Bank: | Fifth Third Bank | |

** Customer acknowledges and accepts that VS will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.*

*** VS is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.*

**** Daily settlement cut-off times are Midnight local time.*

**FLAT RATE MODEL**

| CREDIT CARD PROCESSING FEES | | | | |
|---|---|---|---|---|
| Mastercard Visa Discover AMEX | Per electronic authorization | $ | 0.25 | |
| | Per sale transaction | $ | 0.25 | |
| | Credit card account updater fee If & when available and option selected/elected | $ | 1.00 | |
| | Per chargeback request or return processed | $ | 25.00 | |
| | Mastercard-Visa-Discover-AMEX acquired gross purchase sale % | | 2.80 | % |

| ACH PROCESSING FEES (if option selected/elected) | | | | |
|---|---|---|---|---|
| ACH / e-Check Processing | ACH fee per sale transaction | $ | 1.00 | |
| | ACH account updater fee | $ | 0.50 | |
| **INSTANCE-BASED FEES** | | | | |
| Funding Fees | Per fiscal day overdraft fee | $ | 110.00 | |
| | Per wired funds transfer | $ | 15.00 | |
| | Per ACH credit / debit per funds transfer | $ | 0.10 | |
| **OTHER FEES** | | | | |
| | PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant, not to exceed $75.00 total. | $ | 25.00 | |
| **NOTES:** | | | | |



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SERVICE FEE MODEL

| CREDIT CARD PROCESSING FEES | | | |
|---|---|---|---|
| Mastercard<br>Visa<br>Discover<br>AMEX | Credit card account updater fee<br>If & when available and option selected/elected | $ | 1.00 |
| | Per chargeback request or return processed | $ | 25.00 |
| | Mastercard-Visa-Discover-AMEX acquired gross purchase sale % | | 3.25% |

**IN WITNESS WHEREOF**, the parties signing below have read and understand the terms and conditions of this Agreement, including any and all additional addenda or attachments. They represent and warrant that they are authorized to execute this Agreement on behalf of the applicable organization and that, upon execution, this Agreement is enforceable against that party in accordance with its terms. The parties hereto have caused this Agreement to be executed as of the ____**day** _____**, 20**___**("Execution Date").**

| **Customer:** _____ | **RecTrac, LLC d/b/a Vermont Systems** |
|---|---|
| Signature:_____<br>By: ___Laurie Hokkanen_____ (Print Name)<br>Its: City Manager_____ (Title)<br>Date:_____ | Signature:_____<br>By: Patrick Hayden ___(Print Name)<br>Its: President _____(Title) Date:_____ |



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# SUB-MERCHANT APPLICATION AND AGREEMENT (SMAA)

## SELECTION 1: SUB-MERCHANT INFORMATION

| Business/ Sub-Merchant (provide legal entity name) | Doing Business As (If applicable): |
|---|---|
| City of Chanhassen | N/A |

| Date of Formation | Approx. Years in Business | Business Address |
|---|---|---|
| 05/08/1967 | 59 | 7700 Market Boulevard Chanhassen, MN 55317 |

| Tax ID (FEIN) | Website (URL) | Business Phone |
|---|---|---|
| 41-0885331 | www.chanhassenmn.gov | 952-227-1100 |

| Primary Contact Name (For General Communications) | Primary Contacts Phone | Primary Contact Email |
|---|---|---|
| Jodi Sarles | 952-227-1401 | jsarles@chanhassenmn.gov |

| cBusiness Type (Select one) | Public ☒ / Private ☐ | Individual | Corporation | Partnership | Other |
|---|---|---|---|---|---|
| | | ☐Sole ☐Proprietorship ☐Individual | ☐S-Corp ☐C-Corp ☐LLC | ☐General ☐Partnership ☐Limited ☐Partnership | ☐Non-Profit ☒(501C) ☒Government ☐Other: ___ |

| Has this business processed credit cards before? | Has this business ever been terminated from accepting credit cards from any network? | Will this business be running a presale prior to opening? | What payment methods will the business accept? |
|---|---|---|---|
| ☒ Yes ☐No | ☐Yes ☒No | ☐Yes ☐No ☒NA | ☒Debit ☒Credit ☐ACH |

| Briefly describe the nature of the services provided by this business. | What types of payment would this business like to accept? |
|---|---|
| Municipal recreation services include managing parks and trails, operating the Recreation Center and City outdoor facilities, delivering youth, adult and senior programs, organizing community events, concessions, and overseeing athletic leagues. | ☒In Person ☒Online ☒ Telephone ☒Mail-in ☒ Recurring Billing |

## SECTION 2: TRANSACTION INFORMATION (all financial assumptions approximated in USD)

| Annual Card Volume ($) | Avg Ticket (Card) ($) | Annual ACH Volume ($) | Avg Ticket (ACH) ($) | Max. Ticket (ACH) ($) | Max. Ticket Credit Card ($) |
|---|---|---|---|---|---|
| $453,000 | $79.48 | $0 | $0 | N/A | $4,080.00 |

Total Annual Sales – All Transactions ($)

$494,500

## SECTION 3: LOCATION INFORMATION (use additional pages if necessary)

| | Location/Business Name | Business Address | Same as Sec. 1 address | Business Phone |
|---|---|---|---|---|
| 1 | Chanhassen City Hall | 7700 Market Blvd. Chanhassen, MN 55317 | ☒ | 952-227-1100 |
| 2 | Chanhassen Recreation Center | 2310 Coulter Blvd., Chanhassen, MN 55317 | ☐ | 952-227-1400 |
| 3 | Lake Ann Park Concessions | 1456 W. 78th Street, Chanhassen, MN 55317 | ☐ | 651-358-9480 |
| 4 | | | ☐ | |

## SECTION 4: MERCHANT ID INFORMATION (List one MID per row from the following options: Card Present, Web, Billing, or eCheck)

| | Merchant ID Account Name (will appear on statement) | Associated Section 3 Location or Address | Type of MID | Annual Card Revenue | Service Fee |
|---|---|---|---|---|---|
| 1 | City of Chanhassen Park & Recreation | Location#: | | | ☐ |
| 2 | Click or tap here to enter text. | Location#: | | | ☐ |
| 3 | Click or tap here to enter text. | Location#: | | | ☐ |
| 4 | Click or tap here to enter text. | Location#: | | | ☐ |

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## SECTION 5: CONTROL OWNER INFORMATION

Why Do We Need This Information? We require certain information about your ownership for compliance with federal Know-Your-Customer (or "KYC") regulations promulgated by the Financial Crimes Enforcement Network Bureau of the U.S. Department of Treasury. KYC regulations seek to prevent financial crimes and the funding of terrorism, among other things. The information sought below is required by KYC regulations. (1) "Control Owner" must be provided. A Control Owner is not required to have an ownership interest in the Sub-Merchant and the Control Owner must be a natural person with significant responsibility to control, manage or direct the activities of the Sub-Merchant's business. Control Owners often hold titles such as CEO, CFO, COO, Managing Member, General Partner, President, or Treasurer.

CONTROL OWNER/AUTHORIZED CONTACT( MUST BE A NATURAL PERSON) * Denotes required fields for all applicants

| Full Legal Name * | Date of Birth * |
|---|---|
| Kelly Grinnell | 11/14/1968 |
| **Address (Home or Business) *** | **Title** |
| 7700 Market Blvd, Chanhassen, MN 55317 | Finance Director |
| **Phone (Home or Business) *** | **Email *** |
| 952-227-1149 | kgrinnell@chanhassenmn.gov |

**Amer**

| Bank Name | Account Name | Routing Number | MID # | Account Number |
|---|---|---|---|---|
| Americana Community Bank | Checking | 091901969 | | 4414624 |
| Click or tap here to enter text. | Click or tap here to enter text. | | | |
| Click or tap here to enter text. | Click or tap here to enter text. | | | |
| Click or tap here to enter text. | Click or tap here to enter text. | | | |

**ACKNOWLEDGEMENT:** By signing below, Sub-Merchant expressly acknowledges that: (1) the individual signing this Sub-Merchant Agreement has the proper legal authority to bind the Sub-Merchant;(2) the Sub-Merchant's Application for payment services may be rejected in underwriting but, once accepted, will constitute a legally binding Sub-Merchant Agreement with the Payment Facilitator identified below; (3) all information provided herein is true and accurate to the best of Sub-Merchant's knowledge; (4) the Payment Service Terms and Conditions, and any other documents referenced as being part of the agreement, shall become part of this Sub-Merchant Agreement; (5) the Payment Facilitator's provision of payment services under the Sub-Merchant Agreement shall be expressly conditioned on Sub-Merchant's payment of all fees and other charges, and its compliance with VS's Terms of Service and Privacy Policy, as may be revised from time to time.
**AUTHORIZATION:** Sub-Merchant expressly authorizes the Payment Facilitator identified below to take the following actions: (1) to establish a primary merchant account with a payment processor of the Payment Facilitator's choosing; (2) to access Customer Data, including but not limited to Cardholder Data, for the purposes of providing the payment services contemplated by the Agreement; (3) to execute documents on Sub-Merchant's behalf, or to take any other action which the Payment Facilitator deems reasonably necessary to provide its payment services to Sub-Merchant as described herein; (4) to access Sub-Merchant's designated account(s) for purposes of received and accepting payments on settled transactions, together with any adjustments made on Sub-Merchant's behalf; (5) to collect any Fees or other charges owed to Payment Facilitator, or any of Payment Facilitator's affiliates or subsidiaries, directly from the Sub-Merchant's EFT/ACH draft; (6) to set up a reserve account where Payment Facilitator considers it reasonably necessary to protect its legitimate business interests; (7) to withhold the remittance of any funds in accordance with lawful orders, garnishments and/or tax levies; (8) to recoup, retrieve or collect from any source of available funds, including but not limited to the Sub-Merchant's EFT/ACH draft, any Payment Facilitator expenditures related to Sub-Merchant's eCheck returns, chargebacks, negative accruals or overdrawn accounts; and (9) to transfer billed amounts to an account held by Payment Facilitator to facilitate the settling of transactions run at the Sub-Merchant's place or places of business.

| **SUBMITTED AND AGREED TO BY:** **(Sub-Merchant )** Click or tap here to enter text. | **ACCEPTED BY:** **Vermont Systems, Payment Facilitator** |
|---|---|
| **X** | **X** |

| Name and Title | Date | Name and Title | Date |
|---|---|---|---|
| Laurie Hokkanen – City Manager | Click or tap to enter a date. | Click or tap here to enter text. | Click or tap to enter a date. |


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**07/23/2026**

**Quote Number: QUO-19983-H2Q6K0**

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

**Prepared For:** City of Chanhassen
Chanhassen, MN

**Contact Name:** Jodi Sarles, Recreation Center Manager

**Contact Email:** jsarles@chanhassenmn.gov

**Contact Phone:** 9522271401

**Prepared By:** Dylan Greer (Sales Manager)

**Email:** DylanG@vermontsystems.com

**Toll Free:** 877-883-8757

**Direct Phone:**

**Explanation of Quote:** RecTrac 3.1 Pricing

**Notes:**

| Application Software Add-Ons | Qty | Unit Price | | Price |
|---|---|---|---|---|
| WebTrac App Base - One Time Onboarding Fee †(8) | 1 | $2,000.00 | | $2,000.00 |
| | | | **Tax:** | **$0.00** |
| | | | **Total:** | **$2,000.00** |

| Services (recurring) | Qty | Unit Price | Monthly | | Price |
|---|---|---|---|---|---|
| **Software Subscription** | | | | | |
| Workgroup/Advanced Software Subscription Bundle - up to 5 Users †(7) | 1 | $805.00 | $805.00 | | $9,660.00 |
| WebTrac App Base Level (2-9 RecTrac Users) †(9) | 1 | $315.00 | $315.00 | | $3,780.00 |
| | | | | **Tax:** | **$0.00** |
| | | | | **Total:** | **$13,440.00** |

| Services (non-recurring) | Qty | Unit Price | | Price |
|---|---|---|---|---|
| **Vermont Systems Scheduled Service Cancellation Policy** | | | | |
| Cancellation Fee Policy - See Footnotes †(2) | 1 | $0.00 | | $0.00 |

| Training & Expenses | Qty | Unit | Unit Price | | Price |
|---|---|---|---|---|---|
| Project Implementation/Training - remote (estimated) | 46.0 | Hour | $175.00 | | $8,050.00 |
| Project Discovery - remote (estimated) | 8.0 | Hour | $175.00 | | $1,400.00 |
| | | | | **Tax:** | **$0.00** |
| | | | | **Total:** | **$9,450.00** |

| TOTALS: | | |
|---|---|---|
| Application Software Add-Ons | | $2,000.00 |
| Services (recurring) (prorated year 1) | | $13,440.00 |
| Training & Expenses | | $9,450.00 |
| | **Total:** | **$24,890.00** |
| | For planning purposes, the annual recurring cost will be: | $13,440.00 |

† **Footnotes:**

2 Scheduled Service Cancellation Fees:
10% of the price per scheduled block of time/minimum $175.00
How to avoid Cancellation Fees:
• Hourly Services – Customer is required to provide notice at least 3 business days prior to the scheduled training.
• Multi Day or On-Site Services – Customer is required to provide notice at least 3 weeks prior to the scheduled training.

7 Vermont Systems RecTrac Workgroup/Advanced Software Bundle for up to 5 Users includes:
VS Standard Level Hosting
RecTrac/WebTrac for:
- Activity Registrations
- Facility Reservations
- Pass Management/Memberships
- POS/Inventory/Tickets/Gift Cards
- Equipment/Site Rentals
- League Scheduling
- POS Theatre/Venue Ticketing (Venue Seating
- Trip Reservations Management
- Locker Management
- Personal Trainer Scheduling
- Court Reservations
- InteliTrac Business Intelligence (for 2 Named users)
- Mobile RecTrac – Staff Interface
- Contract Management
- WebTrac Virtual Waiting Room (if needed)
- RecTrac API Access
- PayTrac (with 3 Mids) Ecom/Retail/MOTO at PayTrac List rate: 2.80% & $.25 per trans (Hardware sold separately)
- SMS Texting (30k Texts/yr)
- RecTrac Installment Billing Option
- GL Interface - Standard Template Option
- Activity Brochure Standard Template Option
- RecTrac SSO (Single Sign-on)
- Accrual Processing

Additional features, modules and capabilities are available at the Premium Subscription Bundle Level.

Add-on options are also available, including the WebTrac App, Access Control, Kiosk, GolfTrac, MainTrac, additional SMS Texts, additional PayTrac MIDs & Elevate Standard/Premium.

8 WebTrac App - One Time Initial Onboarding Fee (includes 4 hours of application training on how to access, build and manage the App, remote based)

Billing Note: Billing for WebTrac App Setup fee will occur on the date of the App Implementation kick off call.

9 WebTrac App - Base level

The WebTrac App requires an Apple Developer License, which you as the App account owner must provide. The annual subscription fee for this license is $99 (Paid directly to Apple).

Billing Note: Billing for WebTrac App will occur on the date of the App Implementation kick off call.

**System Fee Comparison**

| **2025 Transactions** | **Total** |
|---|---|
| Total credit card transactions: | 5,840 |
| Total credit card amount: | $435,259.40 |
| Total cash/check transactions: | 962 |
| Total cash/check amount: | $65,271.95 |
| | |
| **Active Fees** | **Total** |
| Cash/Check Tran Fees | $1,823.65 |
| Credit Card Fees | $30,966.71 |
| **Total** | **$32,790.36** |
| | |
| **RecTrac Comparable** | **Total** |
| Cash/Check | No transaction fees |
| $0.25/Transaction fees | $1,460.00 |
| 2.8% Credit Card fees | $12,187.26 |
| Annual Contract Service Fee | $13,539.00 |
| **Total** | **$27,186.26** |
| | |
| **RecTrac Savings** | **$5,604.10** |

| | |
|---|---|
| ***RecTrac Setup fees** | **$11,450.00** |

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Approve an Encroachment Agreement between the City of Chanhassen and the property owner at 282 Lakeview Road East (Lot 3, Block 2, Reflections At Lake Riley 2nd Addition) | |
| **File No.** | N/A | **Item No:** D.7 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Stacy Osen, Administrative Support Specialist | |
| **Reviewed By** | Charlie Howley | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves an Encroachment Agreement identifying encroachments upon an existing public drainage and utility easement located on Lot 3, Block 2, Reflections at Lake Riley 2nd Addition."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Asset Management |

## SUMMARY

N/A

## BACKGROUND

The property owners of 282 Lakeview Road East (Shaun Higgins and Alyson Higgins) desire to construct a fence located within an existing public drainage and utility easement. The property is legally described as Lot 3, Block 2, Reflections At Lake Riley 2nd Addition. Since the improvements encroach within the easement that covers an active public utility, an Encroachment Agreement (EA) is needed to document that the property owner is fully responsible for any replacement of improvements due to city maintenance activities.

**DISCUSSION**

The attached EA was drafted by the City Attorney's office and is signed by the property owner. Upon city approval and execution, the EA will be recorded against the property.

**BUDGET**

N/A

**RECOMMENDATION**

Staff recommends City Council approve the Encroachment Agreement.

**ATTACHMENTS**

282 Lakeview Road East - EA

*(reserved for recording information)*

# ENCROACHMENT AGREEMENT

**AGREEMENT** made this ____ day of _____, 2026, by and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("City"), and **SHAUN HIGGINS AND ALYSON HIGGINS**, a married couple. ("Owners").

1. **BACKGROUND.** Owners are the fee owners of certain real property located in the City of Chanhassen, County of Carver, State of Minnesota, legally described as follows:

**Parcel ID No. 25.7260400**

Lot 3, Block 2, Reflections At Lake Riley 2nd Addition, Carver County, Minnesota, according to the recorded plat thereof.

*(Abstract Property)*

having a street address of 282 Lakeview Road East, Chanhassen, Minnesota 55317 ("Subject Property"). The City owns easements for drainage and utility purposes over portions of the Subject Property ("Easement Areas"). Owners desire to construct a fence on the Subject Property that encroaches on the City's Easement Areas as depicted on the attached Exhibit "A".

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the encroachment in its Easement Areas on the Subject Property for the fence conditioned upon

removable fence panels in areas where the fence encroaches on existing utilities and/or installation of gates having a clear span the width of the easement for City access to its Easement Areas. Further conditions of encroachment approval are as follows:

- The fence must allow water to pass under it so as not to impede overland water flow during rain events.
- The fence must remain a minimum distance of five (5') feet from the outside edge of all drainage and utility structures (or 7.5' from the center of the manhole structure) and a minimum of two (2') feet from the outside edge of all sanitary sewer piping (or 2' 6" from the center of the pipe) as indicated on Exhibit A. Pipe location will be verified during final inspection of the fencing.
- The fence posts shall be placed on the Subject Property but not attached to neighboring fences and must not cross the property lines.
- The City shall have no responsibility to maintain the fence located in the Easement Areas.
- Owner must maintain the fence located on the Subject Property.
- Owner is fully responsible and liable for any and all damage caused to the fence because of their location in the Easement Areas.

Further, Owners agree that the fence shall be constructed consistent with all applicable federal, state and local laws and regulations.

3. **HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed to encroach in the City's Easement Areas, Owners, for themselves, their heirs and assigns, hereby agree to indemnify and hold the City harmless from any damage caused to the Subject Property, including the fence and removal of fence panels and/or gates in the City's Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

4. **TERMINATION OF AGREEMENT.** The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the easement areas for tree conservation purposes and the fence is inconsistent with the City' s use of the easement. Prior to termination, the City will give the then owners of the Subject Property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as determined solely by

the City and this Agreement may then be terminated immediately. The property owners shall remove that portion of the fence to the extent it impacts the Easement Area to the effective date of the termination of this Agreement. If the owners fail to do so, the City may remove the fence to the extent it impacts the Easement Area and charge the cost of removal back to the owners for reimbursement.

**5. RECORDING.** This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

**CITY OF CHANHASSEN**

By _____
Elise Ryan, Mayor

(SEAL)

And _____
Laurie Hokkanen, City Manager

STATE OF MINNESOTA )
)ss.
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by **Elise Ryan** and by **Laurie Hokkanen**, respectively the Mayor and City Manager of the **City of Chanhassen,** a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

**PROPERTY OWNERS**

Shaun Higgins

Alyson Higgins

STATE OF MINNESOTA )
)ss.
COUNTY OF Carver )

The foregoing instrument was acknowledged before me this 17 day of August, 2026, by **Shaun Higgins**, spouse to Alyson Higgins.

AMY K. WEIDMAN
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

Notary Public

STATE OF MINNESOTA )
)ss.
COUNTY OF Carver )

The foregoing instrument was acknowledged before me this 17 day of August, 2026, by **Alyson Higgins** spouse to Shaun Higgins.

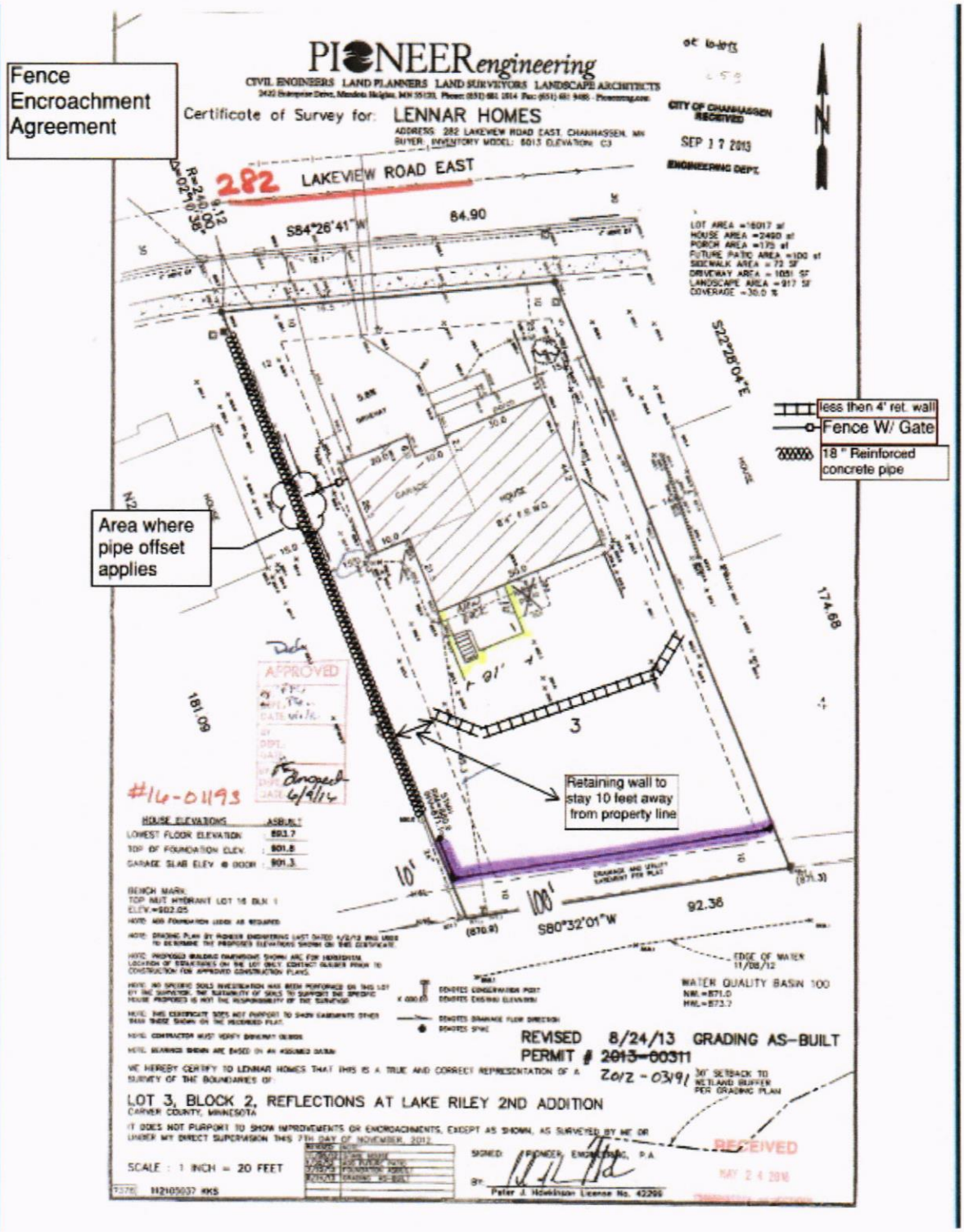
AMY K. WEIDMAN
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

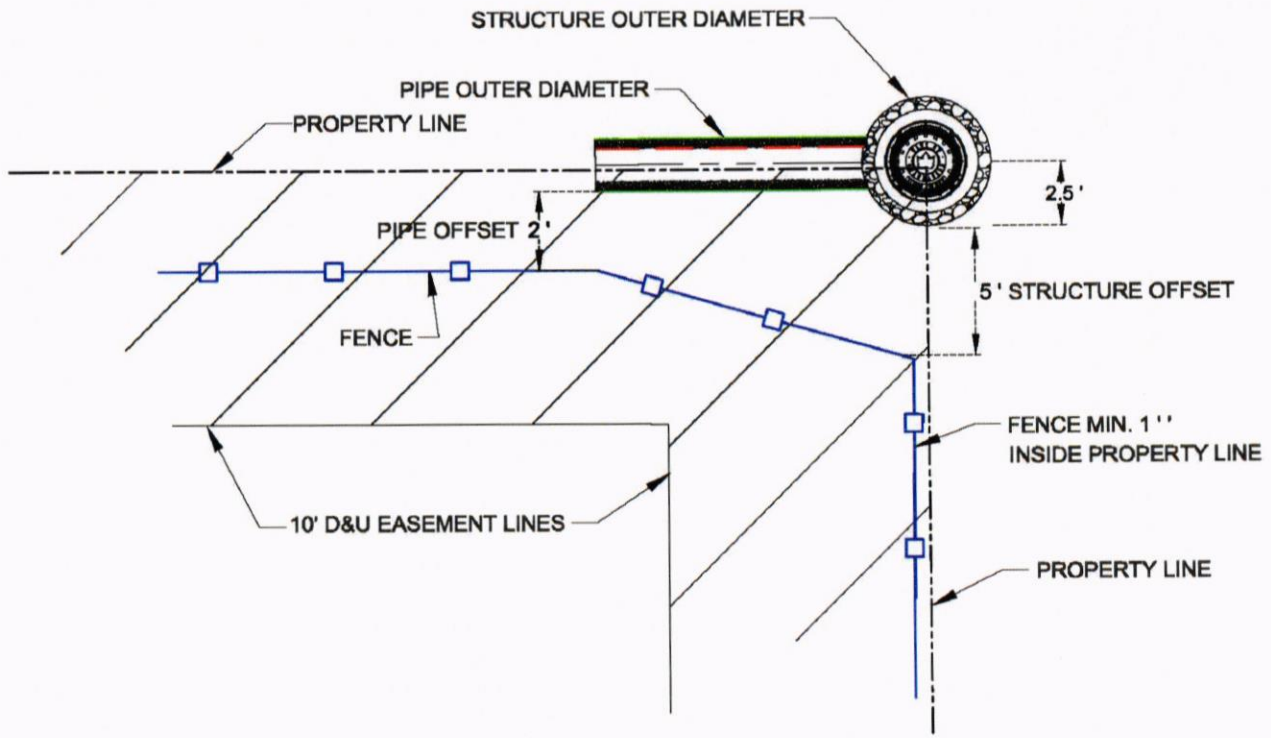
Notary Public

DRAFTED BY:
**CAMPBELL KNUTSON,**
***Professional Association***
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/amt

**EXHIBIT "A"**




Fence Encroachment Agreement
PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
Certificate of Survey for: LENNAR HOMES
ADDRESS: 282 LAKEVIEW ROAD EAST, CHANHASSEN, MN
BUYER: INVENTORY MODEL: 8013 ELEVATION: C3
CITY OF CHANHASSEN RECEIVED
SEP 17 2013
ENGINEERING DEPT.
282 LAKEVIEW ROAD EAST
S84°26'41"W
84.90
S22°28'04"E
174.68
181.09
92.36
S80°32'01"W
less then 4' ret. wall
Fence W/ Gate
18 " Reinforced concrete pipe
Area where pipe offset applies
Retaining wall to stay 10 feet away from property line
APPROVED
#16-01193
HOUSE ELEVATIONS AS-BUILT
LOWEST FLOOR ELEVATION 883.7
TOP OF FOUNDATION ELEV. 881.8
GARAGE SLAB ELEV @ DOOR 881.3
BENCH MARK:
TOP NUT HYDRANT LOT 16 BLK 1
ELEV.=902.05
EDGE OF WATER 11/08/12
WATER QUALITY BASIN 100
NWL=871.0
HWL=873.7
REVISED 8/24/13 GRADING AS-BUILT
PERMIT # 2013-00311
2012-03191
30' SETBACK TO WETLAND BUFFER PER GRADING PLAN
LOT 3, BLOCK 2, REFLECTIONS AT LAKE RILEY 2ND ADDITION
CARVER COUNTY, MINNESOTA
SCALE : 1 INCH = 20 FEET
RECEIVED
MAY 24 2016
Peter J. Hoekstra License No. 42299




## FENCE OFFSET FROM STRUCTURE AND PIPING

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | 2026 Trail and Parking Lot Improvement Project | |
| **File No.** | N/A | **Item No:** D.8 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Kate Salihovic, Public Works Support Specialist | |
| **Reviewed By** | Charlie Burke | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves a Not-To-Exceed Contract of $155,123.17 to Northwest Asphalt for the 2026 Trail and Parking Lot Improvement Project."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Asset Management |

## SUMMARY

The 2026 Trail and Parking Lot Improvement Project includes multiple locations:

- Century Blvd/Bluff Creek Preserve Trail
- Sunset Ridge Park - Basketball Court and Trail
- Rice Marsh Lake Park/Erie Circle - Driveway/Parking Lot, Basketball Court and Trail

The pavement in each of these locations has met its life expectancy and therefore are due for replacement.

Chanhassen's portion of the Mill Street Trail project is also part of the 2026 trail improvement work.

## BACKGROUND

N/A

## DISCUSSION

N/A

## BUDGET

The Public Works Department solicited quotes for these improvement sites. Even though itemized separately by location, the contract is for all three locations. Three contractors submitted quotes, with Northwest Asphalt being the lowest.

| | |
|---|---|
| Northwest Asphalt | $155,123.17 |
| Bituminous Roadways | $157,178.00 |
| GMH Asphalt | $177,279.72 |

The total project budget is $231,000.00, which is covered by the Transportation Infrastructure Management (TIM) fund and included in the annual Capital Improvement Plan (CIP). The CIP project sheet is attached to this report. Also part of the 2026 project is the city's share of the Hennepin County Mill Street Trail Improvement Project, which amounted to $43,675. Therefore, the grand total for the 2026 work is $198,798, which is under the $231,000 budgeted amount.

Northwest Asphalt has routinely performed other paving work for the city, which has been completed to the city's satisfaction. The contract is based on the city's standard template.

## RECOMMENDATION

Staff recommends awarding a contract for the 2026 Trail and Parking Lot Improvement Project to Northwest Asphalt.

## ATTACHMENTS

Maps
Quotes
2026 Contract Northwest Asphalt
Trails CIP - Fund 420

# City of Chanhassen

## Erie Circle Pavement Update




Legend

- Pavement Update
- Basketball Court Update

Created By: City of Chanhassen - Engineering Department
Date Created: 8/18/2026

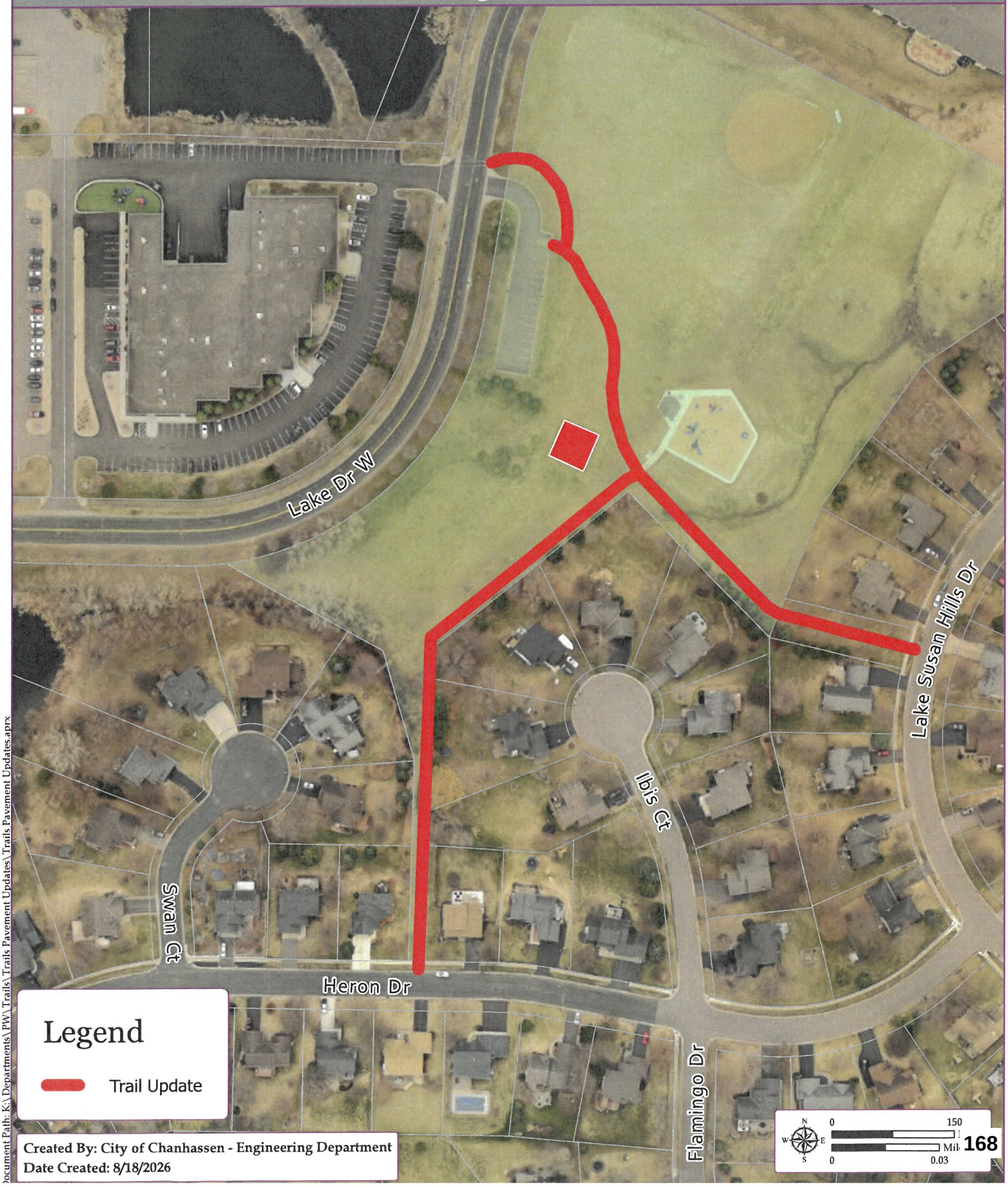
N W E S
0 50
0 0.01



Document Path: K:\Departments\PW\Trails\Trails Pavement Updates\Trails Pavement Updates.aprx

# City of Chanhassen

## Sunset Ridge Park Trails Updates




Document Path: K:\Departments\PW\Trails\Trails Pavement Updates\Trails Pavement Updates.aprx

# City of Chanhassen

## Century Blvd Trail Update




Legend

Trail Update

Created By: City of Chanhassen - Engineering Department
Date Created: 8/18/2026

N W E S

0 150 Feet
0 0.03 Mile



Document Path: K:\Departments\PW\Trails\Trails Pavement Updates\Trails Pavement Updates.aprx

Bituminous Roadways, Inc.

*Your Preferred Pavement Partner Since 1946*

1520 Commerce Drive | Mendota Heights | MN | 55120
651-686-7001 (P) | 651-687-9857 (F)
www.bitroads.com | info@bitroads.com

| | | | |
|---|---|---|---|
| **To:** | CITY OF CHANHASSEN | **Contact:** | CHARLIE BURKE |
| **Address:** | 7700 MARKET BLVD., PO BOX 147 | **Phone:** | 952-227-1303 |
| | CHANHASSEN, MN 55317 | **Email:** | CBURKE@CI.CHANHASSEN.MN.US |
| **Project Name:** | CITY OF CHANHASSEN TRAIL IMPROVEMENTS - 2026 | **Bid Number:** | |
| **Project Location:** | MULTIPLE TRAILS, CHANHASSEN, MN | **Bid Date:** | 8/17/2026 |

| Line # | Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|---|
| **PROJECT MOBS - 3** | | | | | | |
| | 01 | MOBILIZATION PER PROJECT | 3.00 | EACH | $3,000.00 | $9,000.00 |
| | | **Total Price for above PROJECT MOBS - 3 Items:** | | | | **$9,000.00** |
| **PROJECT 1 - CENTURY BLVD/BLUFF CREEK** | | | | | | |
| | 2 | FULL DEPTH RECLAIM | 1,040.00 | SY | $8.00 | $8,320.00 |
| | 3 | BITUMINOUS WEAR TYPE SPWEA340B | 182.00 | TON | $121.00 | $22,022.00 |
| | 4 | TOPOSOIL BORROW | 30.00 | CY | $87.00 | $2,610.00 |
| | 5 | SEED MN DOT MIX 25-131 | 520.00 | SY | $4.00 | $2,080.00 |
| | | **Total Price for above PROJECT 1 - CENTURY BLVD/BLUFF CREEK Items:** | | | | **$35,032.00** |
| **PROJECT 2 - SUNSET RIDGE PARK TRAIL** | | | | | | |
| | 202 | FULL DEPTH RECLAIM | 1,401.00 | SY | $8.00 | $11,208.00 |
| | 203 | BITUMINOUS WEAR TYPE SPWEA340B | 278.00 | TON | $121.00 | $33,638.00 |
| | 204 | TOPSOIL BORROW | 40.00 | CY | $87.00 | $3,480.00 |
| | 205 | SEED MN DOT MIX 25-131 | 141.00 | SY | $4.00 | $564.00 |
| | 206 | REMOVE BIT | 275.00 | SY | $14.00 | $3,850.00 |
| | 207 | BITUMINOUS BASE TYPE SPNWB340B 2" THICK | 33.00 | TON | $180.00 | $5,940.00 |
| | 208 | BITUMINOUS WEAR TYPE SPWEA340B 1" THICK | 17.00 | TON | $195.00 | $3,315.00 |
| | 209 | PAINTING/STRIPING BASKETBALL COURT | 1.00 | LS | $2,000.00 | $2,000.00 |
| | | **Total Price for above PROJECT 2 - SUNSET RIDGE PARK TRAIL Items:** | | | | **$63,995.00** |
| **PROJECT 3 - RICE MARSH LAKE PARK/ERIE CIRCLE** | | | | | | |
| | 300 | FULL DEPTH RECLAIM | 750.00 | SY | $11.00 | $8,250.00 |
| | 301 | BITUMINOUS WEAR TYPE SPNWB340B | 86.00 | TON | $135.00 | $11,610.00 |
| | 302 | BITUMINOUS WEAR TYPE SPWEA340B | 93.00 | TON | $132.00 | $12,276.00 |
| | 303 | TOPSOIL BORROW | 15.00 | CY | $94.00 | $1,410.00 |
| | 304 | SEED MN DOT MIX 25-131 | 50.00 | SY | $10.00 | $500.00 |
| | 305 | REMOVE BITUMINOUS | 275.00 | SY | $14.00 | $3,850.00 |
| | 306 | BITUMINOUS BASE TYPE SPNWB340B 2" | 33.00 | TON | $180.00 | $5,940.00 |
| | 307 | BITUMINOUS WEAR TYPE SPWEA340B 1" THICK | 17.00 | TON | $195.00 | $3,315.00 |
| | 308 | PAINTING/STRIPING BASKETBALL COURT | 1.00 | LS | $2,000.00 | $2,000.00 |

| Line # | Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|---|

**Total Price for above PROJECT 3 - RICE MARSH LAKE PARK/ERIE CIRCLE Items:** **$49,151.00**

**Total Bid Price:** **$157,178.00**

**Notes:**

- All work to be completed in 2026.
- Proposed Work Does Not Include: Landscape Restoration, Irrigation Repair/Restoration, Private Utility Locates/Repairs, Sub-soil Corrections, Erosion Control, Towing Charges, Permits and Fees, Multiple Mobilizations, Surveying or any Unforseen Conditions, Guarantee on drainage or ponding of water on lots with less than 1% slope. No epoxy or thermoplastic striping.
  **If wear course is to be placed after October 31, Bituminous Roadways cold weather paving advisory will need to be signed.**
- Noted Addn: None
- For more information: www.bitroads.com

**Payment Terms:**

This proposal is subject to credit approval and is valid for 10 calendar days, after which time price quotes may be withdrawn without notice.
This quote is based on standard AGC subcontract language and shall become a rider to any contract.

Payment due upon receipt of invoice. A finance charge of 1 1/2% per month (18% per year) will be charged on any balance over 30 days past invoice date, unless otherwise agreed upon in writing. We gladly accept Visa, Mastercard, Discover & American Express.

https://bitroads.com/About-Us/75th-Anniversary

| | |
|---|---|
| **ACCEPTED:**<br>The above prices, specifications and conditions are satisfactory and are hereby accepted.<br>**Buyer:** _____<br>**Signature:** _____<br>**Date of Acceptance:** _____ | **CONFIRMED:**<br>**BITUMINOUS ROADWAYS, INC. - MENDOTA HEIGHTS**<br>**Authorized Signature:** _____<br>**Estimator:** Ethan Lang<br>ethan.lang@bitroads.com |

# Proposal


**NORTHWEST ASPHALT, INC**
*"PAVING, EXCAVATION & UTILITIES"*
**1451 STAGECOACH ROAD SHAKOPEE, MN 55379-2797**
PHONE (952)445-1003 FAX (952)445-1056
www.nwasphalt.net


*Proposal Submitted to:*
**Chanhassen Public Works**
**Attn: Charlie Burke**

*Phone*

*Project*
**City of Chanhassen Trail Improvements**

*Architect*
**City**

*Date of Plans*

*Date Bid Submitted*
**August 14, 2026**

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

| ITEM # | DESCRIPTION | U/M | QTY | PRICE | EXTENSION |
|---|---|---|---|---|---|
| Project 1 | Century Blvd/Bluff Creek Preserve Trail | | | | |
| | Full Depth Reclaim | Sy | 1,040 | $6.75 | $7,020.00 |
| | Bit Wear SPWEA340B | Ton | 182 | $146.58 | $26,677.56 |
| | Topsoil Borrow | Cy | 30 | $130.71 | $3,921.30 |
| | Seed 25-131 | Sy | 520 | $4.83 | $2,511.60 |
| Project 2 | Sunset Ridge Park | | | | |
| | Full Depth Reclaim | Sy | 1,401 | $6.23 | $8,728.23 |
| | Bit Wear SPWEA340B | Ton | 278 | $143.97 | $40,023.66 |
| | Topsoil Borrow | Cy | 40 | $4.83 | $193.20 |
| | Seed 25-131 | Sy | 141 | $4.83 | $681.03 |
| | BB Court | | | | |
| | Remove Bit | Sy | 275 | $10.91 | $3,000.25 |
| | Bit Base SPWEA340B | Ton | 33 | $174.70 | $5,765.10 |
| | Bit Wear SPWEA340B | Ton | 17 | $172.20 | $2,927.40 |
| | Paint/Stripe BB Court | LS | 1 | $650.00 | $650.00 |
| Project 3 | Rice Marsh Lake Park/Erie Circle | | | | |
| | Reclaim | Sy | 750 | $8.51 | $6,382.50 |
| | Bit Base SPWEA340B | Ton | 86 | $171.21 | $14,724.06 |
| | Bit Wear SPWEA340B | Ton | 93 | $171.21 | $15,922.53 |
| | Topsoil Borrow | Cy | 15 | $151.80 | $2,277.00 |
| | Seed 25-131 | Sy | 50 | $27.50 | $1,375.00 |
| | BB Court | | | | |
| | Remove Bit | Sy | 275 | $10.91 | $3,000.25 |
| | Bit Base SPWEA340B | Ton | 33 | $174.70 | $5,765.10 |
| | Bit Wear SPWEA340B | Ton | 17 | $172.20 | $2,927.40 |
| | Paint/Stripe BB Court | LS | 1 | $650.00 | $650.00 |
| | | | | Total | **$155,123.17** |

**Good for 2026.**

*Authorized Signature:* **LANCE GUENTZEL - PROJECT MANAGER**

*Lance Guentzel*

*Note: This proposal may be withdrawn by us if not accepted within* **10** *days.*

**Acceptance of Proposal:**

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

*Signature:*_____

*Date of Acceptance:*_____

*Signature:*_____

AN EQUAL OPPORTUNITY EMPLOYER

# CHANHASSEN-TRAIL IMPROVEMENTS


## GMH ASPHALT CORPORATION

**9180 LAKETOWN ROAD**

**CHASKA, MN 55318**

**Contact:** **David Swanson**

**Phone:** **952-442-5288**

**Email:** **estimating@gmhasphalt.com**


Quote To: Charlie Burke

Company: City of Chanhassen

Addendums:
Date on Plans:
Revision Date:

No Bond - Add 1% if needed
Union 49 & 563 Contractor

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 10 | MOBILIZATION | 1.00 | LS | 3,000.00 | 3,000.00 |
| 20 | FULL DEPTH RECLAMATION | 1,040.00 | SY | 6.00 | 6,240.00 |
| 30 | BITUMINOUS WEAR TYPE SPWEA340B - 3.0" THICK | 182.00 | TN | 125.20 | 22,786.40 |
| 40 | TOPSOIL BORROW | 30.00 | CY | 95.00 | 2,850.00 |
| 50 | SEED MNDOT MIX 25-131 | 520.00 | SY | 15.50 | 8,060.00 |
| | **PROJECT 1 - CENTURTY BLVD BLUFF CREEK PRESERVE** | | | | **42,936.40** |
| 110 | MOBILIZATION | 1.00 | LS | 3,000.00 | 3,000.00 |
| 120 | FULL DEPTH RECLAMATION | 1,401.00 | SY | 6.00 | 8,406.00 |
| 130 | BITUMINOUS WEAR TYPE SPWEA340B - 3.0" THICK | 278.00 | TN | 125.20 | 34,805.60 |
| 140 | TOPSOIL BORROW | 40.00 | CY | 95.00 | 3,800.00 |
| 150 | SEED MNDOT MIX 25-131 | 141.00 | SY | 56.42 | 7,955.22 |
| 160 | REMOVE BITUMINOUS | 275.00 | SY | 13.50 | 3,712.50 |
| 170 | BIT BASE TYP SPNWB330B 1.5" THICK | 25.00 | TN | 250.00 | 6,250.00 |
| 180 | BIT WEAR TYPE SPWEA340B 1.5" THICK | 25.00 | TN | 250.00 | 6,250.00 |
| 190 | PAINTING/STRIPING BASKETBALL COURT | 1.00 | LS | 450.00 | 450.00 |
| | **PROJECT 2 - SUNSET RIDGE** | | | | **74,629.32** |
| 310 | MOBILIZATION | 1.00 | LS | 3,900.00 | 3,900.00 |
| 320 | FULL DEPTH RECLAMATION | 750.00 | SY | 7.75 | 5,812.50 |
| 330 | BIT WEAR TYPE SPWEA340B - 2.0" THICK | 86.00 | TN | 150.00 | 12,900.00 |
| 340 | BIT WEAR TYPE SPWEA340B - 2.0" THICK | 93.00 | TN | 150.00 | 13,950.00 |
| 350 | TOPSOIL BORROW | 15.00 | CY | 95.00 | 1,425.00 |
| 360 | SEE MNDOT MIX 25-131 | 50.00 | SY | 101.28 | 5,064.00 |
| 370 | REMOVE BITUMINOUS | 275.00 | SY | 13.50 | 3,712.50 |
| 380 | BIT BASE TYP SPNWB330B 1.5" THICK | 25.00 | TN | 250.00 | 6,250.00 |
| 390 | BIT WEAR TYPE SPWEA340B 1.5" THICK | 25.00 | TN | 250.00 | 6,250.00 |
| 400 | PAINTING/STRIPING BASKETBALL COURT | 1.00 | LS | 450.00 | 450.00 |
| | **PROJECT 3 - RICE MARSH LAKE PARK/ERIE CIRCLE** | | | | **59,714.00** |

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| **GRAND TOTAL** | | | | | **$177,279.72** |

**NOTES:**

ITEMS NOT INCLUDED IN QUOTE:
Bond, traffic control, testing, tree trimming, permits, any special insurances.

NOTES:
Quote is for 2026 ONLY, if different, prices are subject to change.

No Warranty on materials after November 1st of bituminous lay down year. Must be approved by Engineer prior to GMH Asphalt mobilization lay down beyond November 1st.

QUOTED PRICES ARE GOOD FOR 10 DAYS PER OUR SUPPLIER'S TERMS AND CONDITIONS, MARTIN MARIETTA.

SEEDING NOTES FROM SUBCONTRACTOR:
We would enforce MNDOT Seed dates. Late fall is outside of dates. We may have to touch up in spring 2027. We would charge T&M for that. Sometimes it grows in perfect.

# NON-BID CONTRACT
# FOR PURCHASE OF GOODS AND SERVICES

**AGREEMENT** made this 20th day of August 2026, by and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("City") and **NORTHWEST ASPHALT, INC.,** ("Contractor").

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

A. This Agreement.
B. Request for Proposal, dated July 30th, 2026.
C. Contractor's Quote dated August 14th, 2026.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "C" has the last priority.

**2. CONTRACTOR OBLIGATIONS.** The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents ("Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents.

**3. CONTRACTOR'S REPRESENTATIONS.**

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**4. COMPENSATION.** Contractor shall be paid by the City for the goods and services described in Paragraph 2 in accordance with the Quote, but not to exceed $ 155,123.17, which is

inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

**5. COMPLETION DATE.** The Contractor shall complete the Work on or before November 20th, 2026.

**6. WARRANTY**. The Contractor shall be held responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

**7. RIGHTS AND REMEDIES.**

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

**8. CHANGES TO WORK.** Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the Quote provided or negotiated between the parties based on similar work provided in the Proposal.

**9. UNAUTHORIZED WORK.** Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Compensation or an extension of the Contract.

**10. DOCUMENTS.** The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

**11. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of goods and services to be provided. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false

statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. §16C.285, Subdivision 3, the Responsible Contractor statute.

**12. STANDARD OF CARE.** Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

**13. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

**14. INSURANCE.** Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

*Commercial General Liability (or in combination with an umbrella policy)*
$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:
Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

*Automobile Liability*
$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

*Workers Compensation*
Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

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

The Contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance**.

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

**15. INDEPENDENT CONTRACTOR.** The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**16. SUBCONTRACTORS.** Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.

**17. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**18. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**19. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**20. CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**21. COPYRIGHT.** Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

**22. RECORDS/AUDIT.** The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contactor, and either the Legislative Auditor or the State Auditor as appropriate. City and Contractor agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

**23. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**24. TERMINATION.** This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for goods and services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated:_____

**CITY OF CHANHASSEN**

By:_____
Elise Ryan, Mayor

And:_____
Laurie Hokkanen, City Manager

Dated:_____

**NORTHWEST APSHALT, INC.**

By:_____

Title:_____

# Proposal


**NORTHWEST ASPHALT, INC**
*"PAVING, EXCAVATION & UTILITIES"*
**1451 STAGECOACH ROAD SHAKOPEE, MN 55379-2797**
PHONE (952)445-1003 FAX (952)445-1056
www.nwasphalt.net


*Proposal Submitted to:*
**Chanhassen Public Works**
**Attn: Charlie Burke**

*Phone*

*Project*
**City of Chanhassen Trail Improvements**

*Architect*
**City**

*Date of Plans*

*Date Bid Submitted*
**August 14, 2026**

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

| ITEM # | DESCRIPTION | U/M | QTY | PRICE | EXTENSION |
|---|---|---|---|---|---|
| Project 1 | Century Blvd/Bluff Creek Preserve Trail | | | | |
| | Full Depth Reclaim | Sy | 1,040 | $6.75 | $7,020.00 |
| | Bit Wear SPWEA340B | Ton | 182 | $146.58 | $26,677.56 |
| | Topsoil Borrow | Cy | 30 | $130.71 | $3,921.30 |
| | Seed 25-131 | Sy | 520 | $4.83 | $2,511.60 |
| Project 2 | Sunset Ridge Park | | | | |
| | Full Depth Reclaim | Sy | 1,401 | $6.23 | $8,728.23 |
| | Bit Wear SPWEA340B | Ton | 278 | $143.97 | $40,023.66 |
| | Topsoil Borrow | Cy | 40 | $4.83 | $193.20 |
| | Seed 25-131 | Sy | 141 | $4.83 | $681.03 |
| | BB Court | | | | |
| | Remove Bit | Sy | 275 | $10.91 | $3,000.25 |
| | Bit Base SPWEA340B | Ton | 33 | $174.70 | $5,765.10 |
| | Bit Wear SPWEA340B | Ton | 17 | $172.20 | $2,927.40 |
| | Paint/Stripe BB Court | LS | 1 | $650.00 | $650.00 |
| Project 3 | Rice Marsh Lake Park/Erie Circle | | | | |
| | Reclaim | Sy | 750 | $8.51 | $6,382.50 |
| | Bit Base SPWEA340B | Ton | 86 | $171.21 | $14,724.06 |
| | Bit Wear SPWEA340B | Ton | 93 | $171.21 | $15,922.53 |
| | Topsoil Borrow | Cy | 15 | $151.80 | $2,277.00 |
| | Seed 25-131 | Sy | 50 | $27.50 | $1,375.00 |
| | BB Court | | | | |
| | Remove Bit | Sy | 275 | $10.91 | $3,000.25 |
| | Bit Base SPWEA340B | Ton | 33 | $174.70 | $5,765.10 |
| | Bit Wear SPWEA340B | Ton | 17 | $172.20 | $2,927.40 |
| | Paint/Stripe BB Court | LS | 1 | $650.00 | $650.00 |
| | | | | Total | **$155,123.17** |

**Good for 2026.**

*Authorized Signature:* **LANCE GUENTZEL - PROJECT MANAGER**

*Lance Guentzel*

*Note: This proposal may be withdrawn by us if not accepted within* **10** *days.*

**Acceptance of Proposal:**

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

*Signature:*_____

*Date of Acceptance:*_____

*Signature:*_____

AN EQUAL OPPORTUNITY EMPLOYER

# Trails & Parking Lot Pavement Management

## Overview

| | |
|---|---|
| **Request Owner** | Charlie Howley, PW Director/City Engineer |
| **Department** | Street Maintenance |
| **Form Type** | Capital Improvement |
| **Request Type** | Other Improvements |
| **Project Number** | TIM-02 |

## Description

This project is the annual pavement rehabilitation projects for the City's trails and parking lots.  Projects are identified on the 5-Year CIP Map for Trails/Parking Lots.

Trail rehab work that occurs as part of a Street Improvement project will be funded by the PMP Fund as part of that project.

For 2026, three improvements are planned:

- Lake Ann Park Trail (not part of Lake Ann Preserve)
- Ashling Meadows trail rehab
- Powers/Mill Street trail

Funded separately

## Details

| | |
|---|---|
| **Type of Project** | Refurbishment |

Reserving $60k for this

## Capital Cost

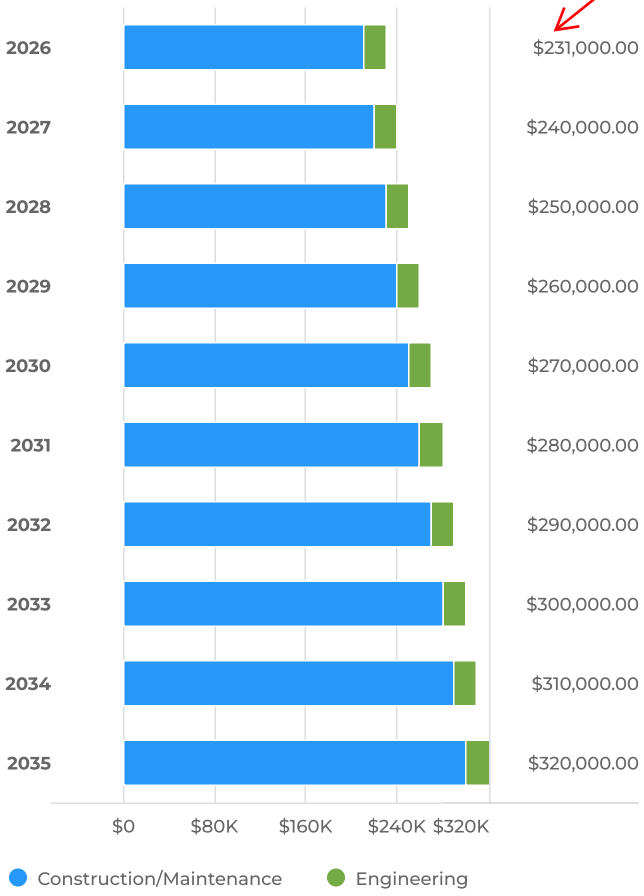
FY2026 Budget
**$231,000**

Total Budget (all years)
**$2.751M**

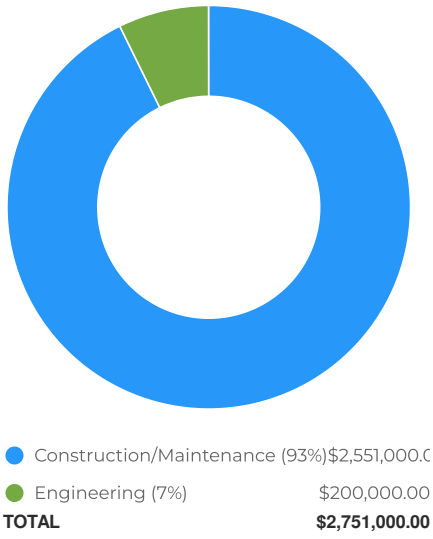
Project Total
**$2.751M**

Reserving $60k for Mill St, therefore $171k to use

Capital Cost by Year




Capital Cost for Budgeted Years



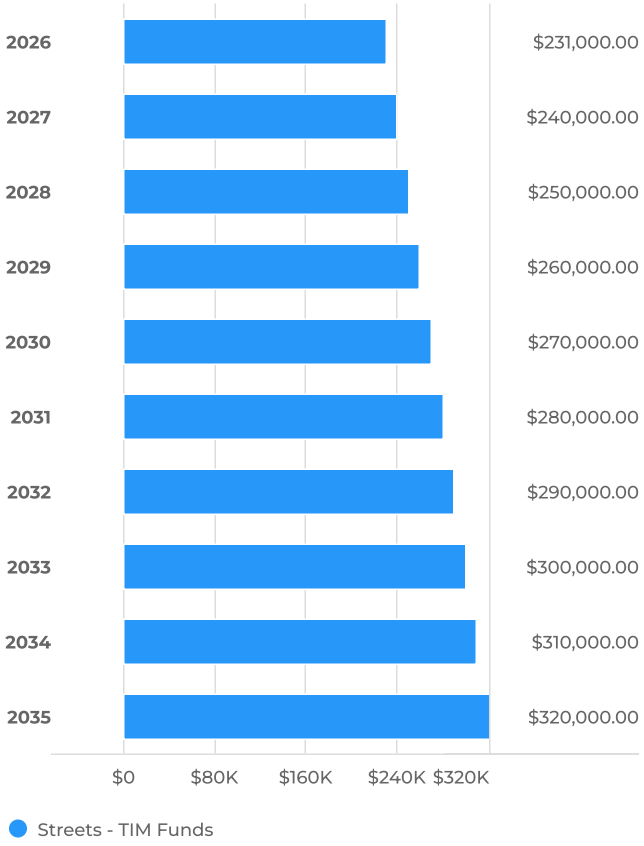

### Capital Cost Breakdown

| Capital Cost | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 |
|---|---|---|---|---|---|---|---|---|
| Engineering | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,000 | $20,00 |
| Construction/Maintenance | $211,000 | $220,000 | $230,000 | $240,000 | $250,000 | $260,000 | $270,000 | $280,0 |
| **Total** | **$231,000** | **$240,000** | **$250,000** | **$260,000** | **$270,000** | **$280,000** | **$290,000** | **$300,0** |

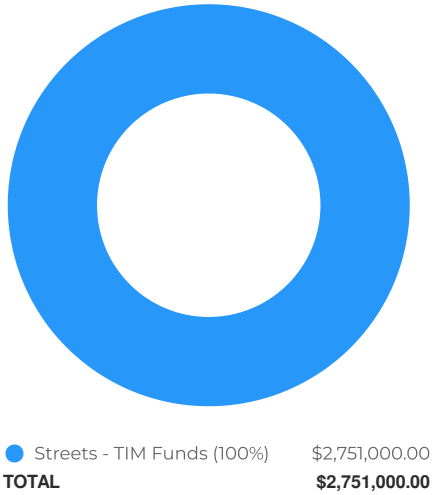
## Funding Sources

| FY2026 Budget | Total Budget (all years) | Project Total |
|---|---|---|
| $231,000 | $2.751M | $2.751M |

Funding Sources by Year




Funding Sources for Budgeted Years




### Funding Sources Breakdown

| Funding Sources | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 | FY2034 | F |
|---|---|---|---|---|---|---|---|---|---|---|
| Streets - TIM Funds | $231,000 | $240,000 | $250,000 | $260,000 | $270,000 | $280,000 | $290,000 | $300,000 | $310,000 | $ |
| **Total** | **$231,000** | **$240,000** | **$250,000** | **$260,000** | **$270,000** | **$280,000** | **$290,000** | **$300,000** | **$310,000** | **$** |

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Water Meter Reading Collector at Power Hill Park | |
| **File No.** | N/A | **Item No:** D.9 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Kate Salihovic, Public Works Support Specialist | |
| **Reviewed By** | Charlie Burke | |

**SUGGESTED ACTION**

The Chanhassen City Council approves a Not-To-Exceed Contract of $28,750.00 to Taylor Electric Company for the installation of a water meter gateway at Power Hill Park.

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Operational Excellence |

## SUMMARY

The city uses gateways to collect water meter readings with the data transmitted to City Hall/Utility Billing each night at midnight for billing and recordkeeping purposes. Because of the city's terrain (hills and lower-lying areas) the gateways (sometimes referred to as collectors) are strategically installed at higher points throughout the city to maximize coverage. The gateway is an antenna that gets mounted on a pole. The city currently has 9 gateways, including one on each water tower.

Currently, the city is unable to collect readings from a large area of the city (~500–800 meters) in portions of the southern part of Chanhassen. Installing a gateway at Power Hill Park would significantly improve coverage in this area and provide more consistent and accurate meter readings. It will also reduce the time and resources utility operators currently spend manually obtaining readings from meters that are not within any existing collector's range.

As part of the pole installation, a light will be installed to illuminate the existing parking lot that

currently has no lighting. This light will provide additional visibility in the park and help improve safety for residents and visitors.

**BACKGROUND**

N/A

**DISCUSSION**

N/A

**BUDGET**

The Public Works Department solicited quotes for the installation of the gateway at Power Hill Park. Two quotes were returned, with Taylor Electric being the low quote.

| Contractor | Total |
|---|---|
| Taylor Electric Company | $28,750.00 |
| Ferguson Waterworks | $63,722.22 |

Taylor Electric has routinely performed satisfactory work for the city. The contract is based on the city's standard template.

The cost of this work is included in the 2026 operating budget within the Water Utility Fund (Fund 700).

**RECOMMENDATION**

Staff recommends awarding a contract for this installation to Taylor Electric Co.

**ATTACHMENTS**

TEC Contract - Power Hill Park
Quotes

# NON-BID CONTRACT FOR WATER METER COLLECTOR AND POLE INSTALLATION – POWER HILL PARK

**AGREEMENT** made this 31st day of August 2026, by and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("City") and **TAYLOR ELECTRIC COMPANY** ("Contractor")

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

A. This Agreement.
B. Request for Qoute, dated May 22nd, 2026.
C. Contractor's Quote dated June 29th, 2026.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document "A" has the first priority and Contract Document "C" has the last priority.

**2. CONTRACTOR OBLIGATIONS.** The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents ("Work"). Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents.

**3. CONTRACTOR'S REPRESENTATIONS.**

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

B. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**4. COMPENSATION.** Contractor shall be paid by the City for the goods and services described in Paragraph 2 in accordance with the Quote, but not to exceed $ 28,750.00 which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

**5. COMPLETION DATE.** The Contractor shall complete the Work on or before December 18th, 2026.

**6. WARRANTY**. The Contractor shall be held responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

**7. RIGHTS AND REMEDIES.**

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

**8. CHANGES TO WORK.** Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the Quote provided or negotiated between the parties based on similar work provided in the Proposal.

**9. UNAUTHORIZED WORK.** Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Compensation or an extension of the Contract.

**10. DOCUMENTS.** The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

**11. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of goods and services to be provided. This contract may be terminated by the City at any

time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. §16C.285, Subdivision 3, the Responsible Contractor statute.

**12. STANDARD OF CARE.** Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

**13. INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

**14. INSURANCE.** Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

*Commercial General Liability (or in combination with an umbrella policy)*
$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:
Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

*Automobile Liability*
$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

*Workers Compensation*

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

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

The Contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance**.

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

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undertake or complete the work identified in this Agreement.

Dated: _____

**CITY OF CHANHASSEN**

By:_____
Elise Ryan, Mayor

And:_____
Laurie Hokkanen, City Manager

Dated:_____

**TAYLOR ELECTRIC COMPANY**

By:_____

Title:_____

FERGUSON WATERWORKS

FERGUSON WATERWORKS #2518
1694 91ST AVE NE
BLAINE, MN 55449-4311

Phone: 763-560-5200
Fax: 763-560-1799

Deliver To:
From: Brian Rollins
brian.rollins@ferguson.com
Comments:



FERGUSON WATERWORKS #2518
Price Quotation
Phone: 763-560-5200
Fax: 763-560-1799

**Bid No:** B186525
**Bid Date:** 05/22/26
**Quoted By:** BRR

**Cust Phone:** 952-937-1900
**Terms:** NET 10TH PROX

**Customer:**
CITY OF CHANHASSEN
METER ACCOUNT
PUBLIC WORKS - WATER DEPT
7901 PARK PLACE
CHANHASSEN, MN 55317

**Ship To:**
CITY OF CHANHASSEN
METER ACCOUNT
PUBLIC WORKS - WATER DEPT
7901 PARK PLACE
CHANHASSEN, MN 55317

**Cust PO#:** POWER HILL PARK

**Job Name:** METER ACCOUNT

| Item | Description | Quantity | Net Price | UM | Total |
|---|---|---|---|---|---|
| | INSTALLATION OF GATEWAY AT POWER HILL PARK | | | | |
| MISC | MISCELLANEOUS CHARGES | 1 | 63722.220 | EA | 63722.22 |

| | |
|---|---|
| **Net Total:** | $63722.22 |
| **Tax:** | $0.00 |
| **Freight:** | $0.00 |
| **Total:** | $63722.22 |

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=2518&on=24588

# Quote

**Date: 6/29/26**

**Taylor Electric Co.**
**19717 207th St.**
**Big Lake, MN 55309**
**763-263-5703**
**763-263-5709 fax**

**Job Name: Power Hill Park**
**Job Location: Chan**

**Bid Date: 6/29/26**

**To: Adam/Chanhassen**

**Power Hill Park Furnish and install 60' painted bronze steel pole on concrete base with light fixture mounted at 25'.**
**Install wiring service equipment to supply metering equipment and light.**

**$28,750.00**

**NOTES: rough restoration only, final restoration by city.**

**Call Todd with any questions 763-244-6986**
**tweidner@taylorelectricco.net**
**Looking forward to doing business**

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Approve the Reassignment of a Site Plan Agreement for the Construction of a 12-unit and a 16-unit Apartment located at 621 Santa Vera Drive | |
| **File No.** | 25-07 | **Item No:** D.10 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Rachel Jeske, Planner | |
| **Reviewed By** | Eric Maass | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves the reassignment of the site plan agreement from between the City of Chanhassen and Santa Vera Apartments, LLC to between the City of Chanhassen and SV Property LLC, and approves the amended and restated site plan agreement for the construction of 28 apartment units at 621 Santa Vera Drive, subject to any minor revisions as may be approved by the City Attorney."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Development & Redevelopment |

## SUMMARY

The Chanhassen City Council approved a Site Plan Agreement for the Santa Vera Phase II Development at 621 Santa Vera Drive on July 13, 2026. The ownership entity has been renamed and therefore the Site Plan Agreement must be reassigned to the new ownership entity. There are no changes proposed to the development as previously approved. The sole purpose of the reassigned site plan agreement is due to the development's revised ownership structure.

## BACKGROUND

## DISCUSSION

**BUDGET**

**RECOMMENDATION**

Staff recommend that the City Council approve the attached reassignment of site plan agreement and approve the amended and restated site plan agreement for the construction of 28 apartment units generally located at 621 Santa Vera Drive.

**ATTACHMENTS**

Original Site Plan Agreement
Assignment of Site Plan Agreement
Amended & Restated Site Plan Agreement

CITY OF CHANHASSEN
SITE PLAN AGREEMENT #2025-07
SANTA VERA PHASE II
SPECIAL PROVISIONS

SITE PLAN AGREEMENT ("Agreement") dated July 13, 2026, by and between the CITY OF CHANHASSEN, a Minnesota municipal corporation, (the "City"), and **Santa Vera Apartments, LLC,** a Minnesota limited liability company, (the "Developer").

1. **Request for Site Plan Approval.** The Developer has asked the City to approve a site plan for two multifamily apartment buildings, one with 12-units and the other with 16-units and associated site improvements to be located on land in Carver County, Minnesota legally described in Exhibit B ("Subject Property"), which buildings include the following: multifamily residential (referred to in this Agreement as the "project").

2. **Conditions of Site Plan Approval.** The City hereby approves the project on condition that the Developer enters into this Agreement and furnish the security required by it.

3. **Improvements and Development Plans.** The project shall be developed and maintained in accordance with the following plans. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

C1.0 TITLE SHEET
C2.1 DEMOLITION PLAN
C3.0 SITE PLAN
C4.0 GRADING PLAN
C5.0 UTILITY PLAN
C5.1 STORM SEWER PLAN
C6.0 PHASE 1 EROSION CONTROL
C6.1 PHASE 2 EROSION CONTROL
C7.0 SWPPP NARRATIVE
C7.1 SWPPP NARRATIVE & NOTES
C8.0 CIVIL DETAILS – UTILITY DETAILS
C8.1 CIVIL DETAILS – STORM SEWER DETAILS
C8.2 CIVIL DETAILS – STORM SEWER DETAILS

C8.3 CIVIL DETAILS – SITE DETAILS
C8.4 CIVIL DETAILS – ADA DETAILS
C8.5 CIVIL DETAILS – ADA DETAILS – CONTINUED
L0.1 TREE PRESERVATION PLAN – TREE INVENTORY
L0.2 TREE PRESERVATION PLAN
L1.0 LANDSCAPE PLAN
L2.0 LANDSCAPE DETAILS
ARCHITECTURAL PLANS DRAFTED BY KAAS WILSON ARCHITECTS ON 7/10/25

4. **Time of Performance.** The Developer shall install all required Improvements including screening and landscaping as shown in the Development Plans by December 31, 2027. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

5. **Security.** To guarantee compliance with the terms of this Agreement and all of the Plans, payment of all the costs of all public improvements and construction of all public improvements, the Developer shall furnish the City with a letter of credit in the form attached hereto, from a bank acceptable to the City, cash escrow, or equivalent ("security") for $1,005,730 (erosion control, grading, landscaping, stormwater, public improvements, etc.). The security shall be 110 percent of the following:

| | | |
|---|---|---|
| Grading/ Erosion Control/ Landscaping | $ | 235,900.00 |
| Street impact | $ | 30,000.00 |
| Sanitary Sewer | $ | 28,400.00 |
| Watermain | $ | 101,800.00 |
| Storm Sewer | $ | 518,200.00 |
| Sub-Total | $ | 914,300.00 |
| **110%** | **$** | **1,005,730.00** |

The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been complete, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council.

If the Developer requests a Certificate of Occupancy prior to the installation of site landscaping, then the Developer shall provide to the city an updated letter of credit or cash escrow in an amount sufficient to insure the installation of said landscaping.

**PROCEDURES FOR**
**LETTER OF CREDIT REDUCTION**

a. Requests for reductions of Letters of Credit must be submitted to the City in writing by the Developer or Developer's Engineer.

b. Partial lien waivers totaling the amount of the requested reduction shall accompany each such request.

c. Any reduction shall be subject to City approval.

**6. Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address:

**Santa Vera Apartments, LLC**
**c/o Ridgeline Partners**
**10650 Red Circle Drive**
**Suite 200**
**Minnetonka, MN 55343**

Notices to the City shall be in writing and shall be either hand delivered to the City Manager or mailed to the City by certified mail in care of the City Manager at the following address: Chanhassen City Hall, 7700 Market Boulevard, P.O. Box 147, Chanhassen, Minnesota 55317, Telephone (952) 227-1100.

**7. Other Special Conditions.** City Council hereby approves a site plan for a development of two multifamily apartment buildings, one with 12-units and the other with 16-units and associated improvements subject to the conditions provided in this Agreement and all conditions listed in the city staff report for site plan approval written by Rachel Jeske et al, approved on August 25, 2025.

8. **General Conditions.** The general conditions of this Agreement are attached as Exhibit "A" and incorporated herein.

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

CITY OF CHANHASSEN

BY: Elise Ryan
Elise Ryan, Mayor

AND: Laurie Hokkanen
Laurie Hokkanen, City Manager

STATE OF MINNESOTA )
( ss
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this 15 day of July, 2026, by Elise Ryan, Mayor, and by Laurie Hokkanen, City Manager, of the City of Chanhassen, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

JENNIFER ANN POTTER
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

DEVELOPER:

Santa Vera Apartments, LLC

BY: _____

Its: Manager

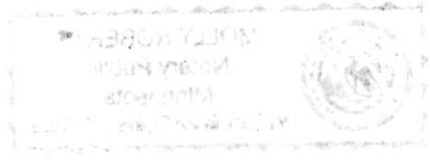
STATE OF MINNESOTA )
( ss.
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 9th day of July, 2026 by Brian Nicholson, the Manager of Santa Vera Apartments, LLC, a Minnesota limited liability company, on behalf of the entity.

_____
NOTARY PUBLIC

DRAFTED BY:
City of Chanhassen
7700 Market Boulevard
P. O. Box 147
Chanhassen, MN 55317
(952) 227-1100

MOLLY ROBERTS
Notary Public
Minnesota
My Commission Expires 01/31/2029



**FEE OWNER CONSENT**
**TO**
**SITE PLAN AGREEMENT**

**Santa Vera Apartments, LLC**, a Minnesota limited liability company, fee owner of all or part of the subject property, the development of which is governed by the foregoing Site Plan Agreement, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this 9th day of July, 2026.

**Santa Vera Apartments, LLC**

By: _____
_____ [print name]
Its: manager [title]

STATE OF Minnesota )
)ss.
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 9th day of July, 2026, by Brian Nicholson, the manager of **Santa Vera Apartments, LLC**, a Minnesota limited liability company, on behalf of said entity.

_____
NOTARY PUBLIC

MOLLY ROBERTS
Notary Public
Minnesota
My Commission Expires 01/31/2029

DRAFTED BY:
**CAMPBELL KNUTSON**
***Professional Association***
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-452-5000

CITY OF CHANHASSEN
SITE PLAN AGREEMENT
EXHIBIT "A"
GENERAL CONDITION

1. **Right to Proceed.** Within the Subject Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct improvements, construct public or private utilities, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties, filed with the City Clerk and recorded with the County Recorder's Office or Registrar of Title's Office of the County of the Subject Property, 2) the necessary security and fees have been received by the City, 3) the necessary insurance for the Developer and its contractors has been received by the City, 4) a preconstruction meeting has been held by the Developer and the Developer's Engineer, and 5) the City has issued a grading (or similar) or building permit provided the foregoing conditions having been satisfied.

2. **Maintenance of Site.** The Subject Property shall be maintained in accordance with the approved site plan. Plants and ground cover required as a condition of site plan approval which die shall be promptly replaced.

3. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the site to perform all work and inspections deemed appropriate by the City in conjunction with site plan development.

4. **Public Improvements.** The public improvements shall be installed in accordance with City Standard Specifications and Detail Plates and City Ordinance. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. The Developer shall obtain all necessary permits from the Metropolitan Council Environmental Services and other pertinent agencies before proceeding with construction. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans prepared in accordance with City standards. After completion of the improvements, a representative of the contractor, and a representative of the Developer's engineer will make a final inspection of the work with the City Engineer. Before the City accepts the improvements, the City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and the Developer and his engineer shall submit a written statement to the City Engineer certifying that the project has been completed in accordance with the approved plans and specifications. The appropriate contractor waivers shall also be provided. Final acceptance of the public improvements shall be by City Council resolution.

A. Warranty. The Developer warrants all public improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either 1) a warranty/maintenance bond for 100% of the cost of the improvement, or 2) a letter of credit for twenty-five percent (25%) of the amount of the original cost of the improvements. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the work.

5. **Erosion Control.** Before the site is rough graded, and before any building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected, and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be certified seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. No development will be allowed and no building permits will be issued unless there is full compliance with the erosion control requirements. Erosion control shall be maintained until vegetative cover has been restored. After the site has been stabilized to where, in the opinion of the City, there is no longer a need for erosion control, the City will authorize removal of the erosion control measures.

6. **Clean up.** The Developer shall maintain a neat and orderly work site and shall daily clean, on and off site, dirt and debris, including blowables, from streets and the surrounding area that has resulted from construction work by the Developer, its agents or assigns.

7. **Warranty.** All trees, grass, and sod required in the approved Landscaping Plan, Plan C, shall be warranted to be alive, of good quality, and disease free at the time of planting. All trees shall be warranted for twelve (12) months from the time of planting. The Developer or his contractor(s) shall post a letter of credit or cash escrow to the City to secure the warranties at the time of final acceptance.

8. **Responsibility for Costs.**
   A. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site plan approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
   B. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
   C. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within forty-five (45) days after receipt. If the bills are not paid on time, the City may halt all development work and construction. Bills not paid within forty-five (45) days shall accrue interest at the rate of 8% per year.
   D. The Developer shall pay all costs incurred by it or the City in conjunction with the

development of the site and installation of public improvements, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval of the site plan, the preparation of this Agreement, review of any other plans and documents.

E. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

9. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given written notice of the work in default, not less than four (4) days in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

10. **Miscellaneous**.

A. Construction Trailers. Placement of on-site construction trailers and temporary job site offices shall be approved by the City Engineer. Trailers shall be removed from the subject property within thirty (30) days following the issuance of a certificate of occupancy unless otherwise approved by the City Engineer.

B. Postal Service. The Developer shall provide for the maintenance of postal service in accordance with the local Postmaster's request.

C. Third Parties. Third parties shall have no recourse against the City under this Agreement.

D. Breach of Contract. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits.

E. Severability. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

F. Occupancy. Unless approved in writing by the City Engineer, no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities tested and approved by the city. The Subject Property has an existing 18-unit multifamily building on it. Construction of the new 12-unit and 16-unit buildings shall not have bearing on the occupancy of the existing 18-unit building.

G. Waivers/Amendments. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

H. Recording. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Subject Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Remedies. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising,

available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. Construction Hours. The normal construction hours under this Agreement shall be from 7:00 a.m. to 6:00 p.m. on weekdays, from 9:00 a.m. to 5:00 p.m. on Saturdays, with no such activity allowed on Sundays or any recognized legal holidays. Construction activities in conjunction with new developments and City improvement projects, including but not limited to grading, utility installation and paving, requiring the use of heavy equipment shall be permitted between the hours of 7:00 a.m. and 6:00 p.m. on any weekday and 9:00 a.m. and 5:00 p.m. on Saturdays. No such activity is permitted on Sundays or public holidays. Operation of all internal combustion engines used for construction or dewatering purposes beyond the normal working hours will require City Council approval.

K. Soil Treatment Systems. If soil treatment systems are required, the Developer shall clearly identify in the field and protect from alteration, unless suitable alternative sites are first provided, the two soil treatment sites identified during the site plan process for each lot. This shall be done prior to the issuance of a Grading Permit. Any violation/disturbance of these sites shall render them as unacceptable and replacement sites will need to be located for each violated site in order to obtain a building permit.

L. Compliance with Laws, Ordinances, and Regulations. In the development of the site plan, the Developer shall comply with all laws, ordinances, and regulations of the following authorities:

1. City of Chanhassen;
2. State of Minnesota, its agencies, departments and commissions;
3. United States Army Corps of Engineers;
4. Riley Purgatory Bluff Creek Watershed District;
5. Metropolitan Government, its agencies, departments and commissions.

M. Proof of Title. Upon request, the Developer shall furnish the City with evidence satisfactory to the City that it has the authority of the fee owners and contract for deed purchasers to enter into this Agreement.

N. Soil Conditions. The Developer acknowledges that the City makes no representations or warranties as to the condition of the soils on the Subject Property or its fitness for construction of the improvements or any other purpose for which the Developer may make use of such property. The Developer further agrees that it will indemnify, defend, and hold harmless the City, its governing body members, officers, and employees from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property, unless hazardous wastes or pollutants were caused to be there by the City.

O. Soil Correction. The Developer shall be responsible for soil correction work on the Subject Property. The City makes no representation to the Developer concerning the nature of suitability of soils nor the cost of correcting any unsuitable soil conditions which may exist.

P. Insurance. Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than $500,000 for one person and $1,000,000 for each occurrence; limits for property damage shall be not less than $500,000 for each occurrence; or a combination single limit policy of $1,000,000 or more.

The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the Agreement. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

EXHIBIT B

Legal Description:

Lot 2, Block 1, Saratoga 3rd Addition

**IRREVOCABLE LETTER OF CREDIT**

No. _____

Date: _____

TO: City of Chanhassen
7700 Market Boulevard, Box 147
Chanhassen, Minnesota 55317

Dear Sir or Madam:

We hereby issue, for the account of ____(Name of Developer)____ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of__(Name of Bank)____";

b) Be signed by the Mayor or City Manager of the City of Chanhassen.

c) Be presented for payment at ___(Address of Bank)___, on or before 4:00 p.m. on November 15, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 15 of each year), the Bank delivers written notice to the Chanhassen City Manager that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Chanhassen City Manager, Chanhassen City Hall, 7700 Market Boulevard, P.O. Box 147, Chanhassen, MN 55317, and is actually received by the City Manager at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

# ASSIGNMENT OF SITE PLAN AGREEMENT
## (Santa Vera Apartments)

THIS ASSIGNMENT OF SITE PLAN AGREEMENT (this "Assignment") is made and entered into this 25th day of August, 2026, by and among **Santa Vera Apartments, LLC**, a Minnesota limited liability company (the "Original Developer"), and **SV Property LLC**, a Minnesota limited liability company (the "Assignee").

## RECITALS

A. The City of Chanhassen and the Original Developer entered into that certain Site Plan Agreement #2025-07, dated July 13, 2026 (the "Site Plan Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Site Plan Agreement.

B. The Original Developer desires to assign, and the Assignee desires to assume, the Original Developer's rights and obligations as "Developer" under the Site Plan Agreement, subject to the terms and conditions set forth herein.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment and Assumption.** The Original Developer hereby assigns to the Assignee all of the Original Developer's rights and obligations as "Developer" under the Site Plan Agreement. Assignee hereby accepts such assignment and assumes all such rights and obligations.

2. **Continuing Effect.** Except as expressly amended or supplemented hereby, the Site Plan Agreement shall remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signature Page(s) Follow]*

**ORIGINAL DEVELOPER**:

SANTA VERA APARTMENTS, LLC

By: Douglas SVV Apartments LLC, its Managing Member

By:_____
Brian J. Nicholson
Its: Manager

STATE OF MINNESOTA )
)ss.
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 25 day of August, 2026, by Brian J. Nicholson, the Manager of Douglas SVV Apartments LLC, a Minnesota limited liability company, being the Managing Member of Santa Vera Apartments, LLC, a Minnesota limited liability company, on behalf of said entity.

JAY EDWARDS
NOTARY PUBLIC

*[Signatures Continue on Following Page(s)]*

JAY EDWARDS
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

**ASSIGNEE**:

SV PROPERTY LLC

By: SV GP LLC, its Manager

By: SV RP Manager LLC, its Manager

By:_____
Ryan C. Sailer
Its: Chief Manager

STATE OF MINNESOTA )
)ss.
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 26 day of August, 2026, by Ryan C. Sailer, the Chief Manager of SV RP Manager LLC, a Minnesota limited liability company, being the Manager of SV GP LLC, a Minnesota limited liability company, being the Manager of SV Property LLC, a Minnesota limited liability company, on behalf of said entity.

JAY EDWARDS
NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

Barna, Guzy & Steffen, Ltd.
200 Coon Rapids Blvd. NW, Suite 400
Coon Rapids, MN 55433
763-780-5800 (TRW)

JAY EDWARDS
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

CITY OF CHANHASSEN
AMENDED AND RESTATED SITE PLAN AGREEMENT #2025-07
SANTA VERA PHASE II
SPECIAL PROVISIONS

THIS AMENDED AND RESTATED SITE PLAN AGREEMENT ("Agreement") dated August 31, 2026, by and between the CITY OF CHANHASSEN, a Minnesota municipal corporation, (the "City"), and **SV PROPERTY LLC,** a Minnesota limited liability company, (the "Developer").

RECITALS

**WHEREAS,** on July 13, 2026, the City of Chanhassen granted **Santa Vera Apartments, LLC**, a Delaware limited liability company, ("Santa Vera") site plan approval for Santa Vera Phase II;

**WHEREAS,** the City and Santa Vera entered into a Site Plan Agreement dated July 13, 2026 ("Original Site Plan Agreement") for the property legally described as Lot 2, Block 1, Saratoga 3rd Addition which Original Site Plan Agreement has not yet been recorded;

**WHEREAS**, Santa Vera assigned the Original Site Plan Agreement to Developer by Assignment of Site Plan Agreement dated August 25, 2026 ("Assignment"); and

**WHEREAS,** the Developer desires to amend and restate the Original Site Plan Agreement and revisions to this Agreement are necessary to amend and restate the Original Site Plan Agreement to be consistent with the Assignment referencing the new Developer.

**NOW, THEREFORE**, the parties agree as follows:

1. **Request for Site Plan Approval.** The Developer has asked the City to approve a site plan for two multifamily apartment buildings, one with 12-units and the other with 16-units and associated site improvements to be located on land in Carver County, Minnesota legally described in Exhibit B ("Subject Property"), which buildings include the following: multifamily residential (referred to in this Agreement as the "project").

2. **Conditions of Site Plan Approval.** The City hereby approves the project on condition that

the Developer enters into this Agreement and furnish the security required by it.

3. **Improvements and Development Plans.** The project shall be developed and maintained in accordance with the following plans. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

C1.0 TITLE SHEET
C2.1 DEMOLITION PLAN
C3.0 SITE PLAN
C4.0 GRADING PLAN
C5.0 UTILITY PLAN
C5.1 STORM SEWER PLAN
C6.0 PHASE 1 EROSION CONTROL
C6.1 PHASE 2 EROSION CONTROL
C7.0 SWPPP NARRATIVE
C7.1 SWPPP NARRATIVE & NOTES
C8.0 CIVIL DETAILS – UTILITY DETAILS
C8.1 CIVIL DETAILS – STORM SEWER DETAILS
C8.2 CIVIL DETAILS – STORM SEWER DETAILS
C8.3 CIVIL DETAILS – SITE DETAILS
C8.4 CIVIL DETAILS – ADA DETAILS
C8.5 CIVIL DETAILS – ADA DETAILS – CONTINUED
L0.1 TREE PRESERVATION PLAN – TREE INVENTORY
L0.2 TREE PRESERVATION PLAN
L1.0 LANDSCAPE PLAN
L2.0 LANDSCAPE DETAILS
ARCHITECTURAL PLANS DRAFTED BY KAAS WILSON ARCHITECTS ON 7/10/25

4. **Time of Performance.** The Developer shall install all required Improvements including screening and landscaping as shown in the Development Plans by December 31, 2027. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

5. **Security.** To guarantee compliance with the terms of this Agreement and all of the Plans, payment of all the costs of all public improvements and construction of all public improvements, the Developer shall furnish the City with a letter of credit in the form attached hereto, from a bank acceptable to the City, cash escrow, or equivalent ("security") for $1,005,730 (erosion control, grading, landscaping, stormwater, public improvements, etc.). The security shall be 110 percent of the following:

| | | |
|---|---|---|
| Grading/ Erosion Control/ Landscaping | $ | 235,900.00 |
| Street impact | $ | 30,000.00 |
| Sanitary Sewer | $ | 28,400.00 |
| Watermain | $ | 101,800.00 |
| Storm Sewer | $ | 518,200.00 |

| | |
|---|---|
| Sub-Total | $ 914,300.00 |
| **110%** | **$ 1,005,730.00** |

The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been complete, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council.

If the Developer requests a Certificate of Occupancy prior to the installation of site landscaping, then the Developer shall provide to the city an updated letter of credit or cash escrow in an amount sufficient to insure the installation of said landscaping.

**PROCEDURES FOR**
**LETTER OF CREDIT REDUCTION**

a. Requests for reductions of Letters of Credit must be submitted to the City in writing by the Developer or Developer's Engineer.

b. Partial lien waivers totaling the amount of the requested reduction shall accompany each such request.

c. Any reduction shall be subject to City approval.

**6. Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address:

SV PROPERTY LLC
C/O Ridgeline Partners
ATTN: Ryan Sailer
10650 Red Circle Drive
Suite 200
Minnetonka MN 55343

Notices to the City shall be in writing and shall be either hand delivered to the City Manager or mailed to the City by certified mail in care of the City Manager at the following address: Chanhassen City

Hall, 7700 Market Boulevard, P.O. Box 147, Chanhassen, Minnesota 55317, Telephone (952) 227-1100.

7. **Other Special Conditions.** City Council hereby approves a site plan for a development of two multifamily apartment buildings, one with 12-units and the other with 16-units and associated improvements subject to the conditions provided in this Agreement and all conditions listed in the city staff report for site plan approval written by Rachel Jeske et al, approved on August 25, 2025.

8. **General Conditions.** The general conditions of this Agreement are attached as Exhibit "A" and incorporated herein.

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

10. **Effect of Agreement.** This Agreement amends, restates, and supersedes in its entirety, the Original Site Plan Agreement, which shall be of no further force and effect, and shall become null and void, upon the full execution of this Agreement.

CITY OF CHANHASSEN

BY: _____
Elise Ryan, Mayor

AND: _____
Laurie Hokkanen, City Manager

STATE OF MINNESOTA )
( ss
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this____day of _____, 2026, by Elise Ryan, Mayor, and by Laurie Hokkanen, City Manager, of the City of Chanhassen, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

DEVELOPER:

SV PROPERTY LLC

BY: _____

Its: Chief Manager

STATE OF MINNESOTA )
( ss.
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 26 day of AUGUST, 2026 by RYAN SAILER, the CHIEF MANAGER of SV Property LLC, a Minnesota limited liability company, on behalf of the entity.

JAY EDWARDS
NOTARY PUBLIC

DRAFTED BY:
City of Chanhassen
7700 Market Boulevard
P. O. Box 147
Chanhassen, MN 55317
(952) 227-1100

JAY EDWARDS
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

**FEE OWNER CONSENT**
**TO**
**SITE PLAN AGREEMENT**

**Santa Vera Apartments, LLC**, a Minnesota limited liability company, fee owner of all or part of the subject property, the development of which is governed by the foregoing Site Plan Agreement, affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property owned by it.

Dated this 26 day of August, 2026.

**Santa Vera Apartments, LLC**

By: _____
Brian Nicholson [print name]
Its: Manager [title]

STATE OF Minnesota )
)ss.
COUNTY OF Dakota )

The foregoing instrument was acknowledged before me this 26 day of August, 2026, by Ryan Sailer, the Chief Manager of **Santa Vera Apartments, LLC**, a Minnesota limited liability company, on behalf of said entity.

Jay Edwards
NOTARY PUBLIC

JAY EDWARDS
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2028

DRAFTED BY:
**CAMPBELL KNUTSON**
***Professional Association***
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-452-5000

CITY OF CHANHASSEN
SITE PLAN AGREEMENT
EXHIBIT "A"
GENERAL CONDITION

1. **Right to Proceed.** Within the Subject Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct improvements, construct public or private utilities, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties, filed with the City Clerk and recorded with the County Recorder's Office or Registrar of Title's Office of the County of the Subject Property, 2) the necessary security and fees have been received by the City, 3) the necessary insurance for the Developer and its contractors has been received by the City, 4) a preconstruction meeting has been held by the Developer and the Developer's Engineer, and 5) the City has issued a grading (or similar) or building permit provided the foregoing conditions having been satisfied.

2. **Maintenance of Site.** The Subject Property shall be maintained in accordance with the approved site plan. Plants and ground cover required as a condition of site plan approval which die shall be promptly replaced.

3. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the site to perform all work and inspections deemed appropriate by the City in conjunction with site plan development.

4. **Public Improvements.** The public improvements shall be installed in accordance with City Standard Specifications and Detail Plates and City Ordinance. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. The Developer shall obtain all necessary permits from the Metropolitan Council Environmental Services and other pertinent agencies before proceeding with construction. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans prepared in accordance with City standards. After completion of the improvements, a representative of the contractor, and a representative of the Developer's engineer will make a final inspection of the work with the City Engineer. Before the City accepts the improvements, the City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and the Developer and his engineer shall submit a written statement to the City Engineer certifying that the project has been completed in accordance with the approved plans and specifications. The appropriate contractor waivers shall also be provided. Final acceptance of the public improvements shall be by City Council resolution.

A. Warranty. The Developer warrants all public improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The Developer shall submit either 1) a warranty/maintenance bond for 100% of the cost of the improvement, or 2) a letter of credit for twenty-five percent (25%) of the amount of the original cost of the improvements. The required warranty period for materials and workmanship for the utility contractor installing public sewer and water mains shall be two (2) years from the date of final written City acceptance of the work.

5. **Erosion Control.** Before the site is rough graded, and before any building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected, and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be certified seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. No development will be allowed and no building permits will be issued unless there is full compliance with the erosion control requirements. Erosion control shall be maintained until vegetative cover has been restored. After the site has been stabilized to where, in the opinion of the City, there is no longer a need for erosion control, the City will authorize removal of the erosion control measures.

6. **Clean up.** The Developer shall maintain a neat and orderly work site and shall daily clean, on and off site, dirt and debris, including blowables, from streets and the surrounding area that has resulted from construction work by the Developer, its agents or assigns.

7. **Warranty.** All trees, grass, and sod required in the approved Landscaping Plan, Plan C, shall be warranted to be alive, of good quality, and disease free at the time of planting. All trees shall be warranted for twelve (12) months from the time of planting. The Developer or his contractor(s) shall post a letter of credit or cash escrow to the City to secure the warranties at the time of final acceptance.

8. **Responsibility for Costs.**
   A. The Developer shall hold the City and its officers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site plan approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
   B. The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
   C. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within forty-five (45) days after receipt. If the bills are not paid on time, the City may halt all development work and construction. Bills not paid within forty-five (45) days shall accrue interest at the rate of 8% per year.
   D. The Developer shall pay all costs incurred by it or the City in conjunction with the

development of the site and installation of public improvements, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval of the site plan, the preparation of this Agreement, review of any other plans and documents.

E. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, and building permit fees.

9. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given written notice of the work in default, not less than four (4) days in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

10. **Miscellaneous**.

A. Construction Trailers. Placement of on-site construction trailers and temporary job site offices shall be approved by the City Engineer. Trailers shall be removed from the subject property within thirty (30) days following the issuance of a certificate of occupancy unless otherwise approved by the City Engineer.

B. Postal Service. The Developer shall provide for the maintenance of postal service in accordance with the local Postmaster's request.

C. Third Parties. Third parties shall have no recourse against the City under this Agreement.

D. Breach of Contract. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits.

E. Severability. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

F. Occupancy. Unless approved in writing by the City Engineer, no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities tested and approved by the city. The Subject Property has an existing 18-unit multifamily building on it. Construction of the new 12-unit and 16-unit buildings shall not have bearing on the occupancy of the existing 18-unit building.

G. Waivers/Amendments. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

H. Recording. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Subject Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Remedies. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising,

available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

J. Construction Hours. The normal construction hours under this Agreement shall be from 7:00 a.m. to 6:00 p.m. on weekdays, from 9:00 a.m. to 5:00 p.m. on Saturdays, with no such activity allowed on Sundays or any recognized legal holidays. Construction activities in conjunction with new developments and City improvement projects, including but not limited to grading, utility installation and paving, requiring the use of heavy equipment shall be permitted between the hours of 7:00 a.m. and 6:00 p.m. on any weekday and 9:00 a.m. and 5:00 p.m. on Saturdays. No such activity is permitted on Sundays or public holidays. Operation of all internal combustion engines used for construction or dewatering purposes beyond the normal working hours will require City Council approval.

K. Soil Treatment Systems. If soil treatment systems are required, the Developer shall clearly identify in the field and protect from alteration, unless suitable alternative sites are first provided, the two soil treatment sites identified during the site plan process for each lot. This shall be done prior to the issuance of a Grading Permit. Any violation/disturbance of these sites shall render them as unacceptable and replacement sites will need to be located for each violated site in order to obtain a building permit.

L. Compliance with Laws, Ordinances, and Regulations. In the development of the site plan, the Developer shall comply with all laws, ordinances, and regulations of the following authorities:

1. City of Chanhassen;
2. State of Minnesota, its agencies, departments and commissions;
3. United States Army Corps of Engineers;
4. Riley Purgatory Bluff Creek Watershed District;
5. Metropolitan Government, its agencies, departments and commissions.

M. Proof of Title. Upon request, the Developer shall furnish the City with evidence satisfactory to the City that it has the authority of the fee owners and contract for deed purchasers to enter into this Agreement.

N. Soil Conditions. The Developer acknowledges that the City makes no representations or warranties as to the condition of the soils on the Subject Property or its fitness for construction of the improvements or any other purpose for which the Developer may make use of such property. The Developer further agrees that it will indemnify, defend, and hold harmless the City, its governing body members, officers, and employees from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property, unless hazardous wastes or pollutants were caused to be there by the City.

O. Soil Correction. The Developer shall be responsible for soil correction work on the Subject Property. The City makes no representation to the Developer concerning the nature of suitability of soils nor the cost of correcting any unsuitable soil conditions which may exist.

P. Insurance. Developer shall take out and maintain until six (6) months after the City has accepted the public improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than $500,000 for one person and $1,000,000 for each occurrence; limits for property damage shall be not less than $500,000 for each occurrence; or a combination single limit policy of $1,000,000 or more.

The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City signing the Agreement. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

EXHIBIT B

Legal Description:

Lot 2, Block 1, Saratoga 3rd Addition

# IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Chanhassen
7700 Market Boulevard, Box 147
Chanhassen, Minnesota 55317

Dear Sir or Madam:

We hereby issue, for the account of _____(Name of Developer)_____ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of__(Name of Bank)____";

b) Be signed by the Mayor or City Manager of the City of Chanhassen.

c) Be presented for payment at ___(Address of Bank)___, on or before 4:00 p.m. on November 15, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 15 of each year), the Bank delivers written notice to the Chanhassen City Manager that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Chanhassen City Manager, Chanhassen City Hall, 7700 Market Boulevard, P.O. Box 147, Chanhassen, MN 55317, and is actually received by the City Manager at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

Its _____

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Approve Construction Materials Testing Agreement for the Chanhassen Community Center project | |
| **File No.** | ENG 25-09 | **Item No:** D.11 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Charlie Howley, Director of Public Works/City Engineer | |
| **Reviewed By** | Laurie Hokkanen | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves a contract with Braun Intertec Corporation for Construction Materials Testing and Special Inspection Services related to the Chanhassen Community Center Project."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Development & Redevelopment |

## SUMMARY

As part of the construction of the planned new Community Center, the owner generally hires a materials testing firm. The work includes code related special inspection and testing services.

## BACKGROUND

The city's construction manager (RJM) solicited proposals from multiple qualified materials testing companies. Two proposals were received.

After review of the proposals, Braun Intertec had the lowest cost per site trip and therefore are recommended to be contracted for the work.

## DISCUSSION

Braun has performed this work successfully in the past, including the Civic Campus project currently wrapping up.

## BUDGET

The fee for this work has been carried by RJM as a soft cost in the overall Community Center budget. The contract being considered is for a Not-To-Exceed amount of $246,305.

## RECOMMENDATION

Staff and RJM recommend awarding the materials testing contract to Braun Intertec. The contract is based on the city's standard professional services agreement template.

## ATTACHMENTS

Chanhassen Community Center CMT PSA-Braun

# PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this 31st day of August 2026, by and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("City") and **BRAUN INTERTEC CORPORATION**, a Minnesota corporation ("Consultant").

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** The City retains Consultant for Construction Material Testing, Observation, and Special Inspection Services related to the Chanhassen Community Center Project.

**2. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

A. This Professional Services Agreement;

B. Request for Bid information ("RFP"), including:
- Specification 014500: Testing & Inspections
- Plan Sheet G160: Special Inspections

C. Insurance Certificate;

D. Consultant's proposal for Special Inspection and Testing Services, excluding their General Conditions – dated August 6, 2026 ("Proposal").

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts, with Contract Document "A" having the first priority and Contract Document "D" having the last priority.

**3. COMPENSATION.** Consultant shall be paid by the City for the services described in the Proposal a not to exceed fee of Two Hundred Forty-Six Thousand Three Hundred Five Dollars and Zero Cents ($246,305.00), inclusive of expenses. Services performed by Consultant shall be paid at rates in accordance with the Proposal, subject to the not to exceed fee. Consultant shall bill the City as the work progresses. Payment shall be made by the City within thirty-five (35) days of receipt of an invoice.

**4. DOCUMENT OWNERSHIP.** All reports, plans, models, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes. Notwithstanding the foregoing, the information is not intended or represented to be suitable for reuse by the City or others on extensions or modifications of the services or on any other project. Any such reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk, and the City agrees to hold Consultant harmless for all costs and liability arising

out of such unauthorized use.

**5. CHANGE ORDERS**. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

**6. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

**7. STANDARD OF CARE.** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances, at the same time and in the same locality. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

**8. INDEMNIFICATION.** Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and reasonable attorney's fees, to the extent caused by the negligent performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

**9. INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

| | |
|---|---|
| Commercial General Liability | $2,000,000 each occurrence/aggregate |
| Automobile Liability | $2,000,000 combined single limit |
| Professional Liability | $2,000,000 each claim/aggregate |

The City shall be named as an additional insured on the general liability policy on a primary and non-contributory basis. Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

**10. ALLOCATION OF LIABILITY.** Neither party shall be liable to the other for any consequential, punitive, indirect, incidental, or special damages, or loss of use or rental, loss of profit, loss of business opportunity or revenue, or cost of financing or such other similar and related damages asserted in third-party claims or claims by either party against the other.

**11. INDEPENDENT CONTRACTOR.** The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish

any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**12. SUBCONTRACTORS.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statutes § 471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars ($100.00) or more is Ten Dollars ($10.00).

**13. CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Carver County Minnesota.

**14. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**15. COPYRIGHT.** Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

**16. PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contract requires, or the Consultant desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Consultant shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such

patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

**17. RECORDS.** Consultant shall maintain complete and accurate records of hours worked and expenses involved in the performance of services.

**18. ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

**19. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**20. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**21. TERMINATION.** This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall be obligated to the Consultant for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

Dated: _____, 2026. **CITY OF CHANHASSEN**

BY: _____
Elise Ryan, Mayor

BY: _____
Laurie Hokkanen, City Manager

Dated: _____, 2026. **BRAUN INTERTEC CORPORATION**

BY: _____

Its: _____

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Award Design and Construction Administration Services Contract for the 2026 Stormwater Pond Maintenance Project | |
| **File No.** | ENG Project No. 26-09 | **Item No:** D.12 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Charlie Howley, Director of Public Works/City Engineer | |
| **Reviewed By** | Laurie Hokkanen | |

**SUGGESTED ACTION**

"The Chanhassen City Council authorizes entering into a contract with Stantec Consulting Services for performing the design and construction administration services for the 2026 Stormwater Pond Maintenance Project."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Asset Management |

## SUMMARY

This project is for annual stormwater pond infrastructure maintenance work. The project evaluation consists of nine distinct areas around the city prioritized by city staff using the asset management software. This project also includes construction administration for a pond improvement associated with the 2025 Pavement Rehabilitation Project that was not completed due to permitting issues.

## BACKGROUND

In 2020, city staff prepared a stormwater pond maintenance inventory, analysis, and prioritization plan.

The city, via the MS4 permit, is obligated to maintain its stormwater management infrastructure. These annual projects, along with annual inspections, are the implementation activities of the permit obligations.

## DISCUSSION

The first step of the overall project process is to engage a design consultant as city staff does not have available capacity to perform all of the duties required to deliver the project. Staff developed a Request for Proposals (RFP) and sent it out to four (4) qualified consulting firms. City staff evaluated three (3) proposals that were received based on the requirements of the RFP. The scoring criteria established by the RFP is as follows:

- Completeness of Proposal (30%)
- Experience of Firm and Personnel (15%)
- Resources to Complete the Project (15%)
- Fee (40%).

The results of the evaluation and the associated fees are shown on the proposal evaluation form attached to this report. Stantec Consulting Services scored the highest. Stantec has successfully performed stormwater related design work for the city in the past.

## BUDGET

The $535k project budget is included in CIP Project SWMP-032. Stantec's proposal fee is $118,580 after it was adjusted to align with inspection hours stipulated in the RFP.

| | |
|---|---|
| Budget | $ 535,000 |
| Engineering Costs | $ 118,580 |
| Remaining Budget for Construction | $ 416,420 |

The engineering fee is in line with the project budget and past stormwater pond maintenance projects.

The CIP sheet is attached to this report.

## RECOMMENDATION

Staff recommends authorizing a contract with Stantec for the design and construction administration services for the 2026 Stormwater Pond Maintenance Project. The contract is based on the City's standard professional services agreement.

## ATTACHMENTS

26-09_Pond Improvement Project Proposal Evaluation
RFP - 2026 Stormwater Pond Maintenance Project
2026 Pond Improvement Project RFP Exhibits
CIP Sheet
PROFESSIONAL SERVICES AGREEMENT_Chanhassen 2026 Stormwater Pond Maintenance-Stantec

| 2026 Stormwater Pond Maintenance Design & Construction Administration Services | | | | | | |
|---|---|---|---|---|---|---|
| **Firm** | Completeness of proposal | Firm and Key Personnel | Resources | Fee* | | **Overall Score** |
| | *30%* | *15%* | *15%* | *40%* | | *100%* |
| | (1-10) | (1-10) | (1-10) | (1-10) | | (10 pts max) |
| **Bolton & Menk** | 5.7 | 5.3 | 6.5 | $ 147,864 | 6.3 | **6.0** |
| **WSB** | 7.8 | 5.8 | 6.7 | $ 107,615 | 10.0 | **8.2** |
| **Stantec** | 7.3 | 9.0 | 8.7 | $ 118,580 | 9.0 | **8.4** |
| * WSB Fee adjusted to include expences and match RFP assumption of 5 ponds | | | | | | |
| * Stantec Fee adjusted to match 200 hours of construction observation | | | | | | |

July 23, 2026

Nick Wyers
Project Engineer
Stantec
One Carlson Parkway North, Suite 100
Plymouth, Minnesota 55447

Re: 2026 Stormwater Pond Improvement Project Design and Construction Administration Services Request for Proposals

Dear Mr. Wyers,

The City of Chanhassen has approximately 250 publicly maintained stormwater ponds that are used for treatment and storage. We are required to inventory and maintain these ponds per our MS4 permit requirements. As such, the city of Chanhassen is in need of design and construction administration services for our 2026 pond maintenance program.

**Background:**

The City utilizes a Stormwater Asset Management Program (SWAMP) to inventory, document, and prioritize inspection and maintenance activities, and generate lifecycle estimates for constructed ponds. SWAMP provides a standard rating system to help prioritize maintenance activities. A score is calculated using user provided inputs including construction year, pond area, drainage area, impervious percentage, estimated loading rate, and receiving water body. The score is derived from comparing these variables against Nationwide Urban Runoff Program (NURP) pond design standards.

In the summer of 2020, City staff conducted comprehensive bathymetric surveys on nearly all 250 of its City owned stormwater ponds. The purpose of these surveys was to ensure that SWAMP had the most recent average depth data as it calculates the SWAMP score for each pond. Beyond just pond depth, the quality and condition of the infrastructure around the pond was evaluated and inputted into our Asset Management Software (Cartegraph), which calculates an Overall Condition Index (OCI) rating of the pond. City staff then compared the SWAMP score with the OCI score to determine which ponds would be prioritized for maintenance for 2026.

The City's goal is to complete maintenance on as many project sites each year as the available budget allows. The estimated total project budget for 2026 is **$535,500**, which includes all project costs, not just

construction costs. Based on the City's Stormwater Asset Management Program (SWAMP) and Overall Condition Index (OCI) scores, City staff has identified the stormwater ponds listed below for further evaluation (see the attached map for project locations). The feasibility memorandums developed for these sites will be used to establish the final scope of the 2026 Annual Stormwater Pond Improvement Program; therefore, not all of the ponds listed below will necessarily be included in the final design and construction project.

For the purposes of this proposal, the Consultant shall assume that **five (5) project sites** will proceed through final design and construction administration. In addition, the Consultant shall incorporate the existing plans for Pond LL-P7.3A, which are being prepared by the Consultant as part of the 2025 Street Improvement Project, into the overall project and provide construction administration services for the implementation of those improvements. An exhibit is included in the RFP to show the project scope for Pond LL-P7.3A.

| Pond ID | OCI Score | SWAMP Score |
|---|---|---|
| BC-P1.13B | 51.29 | 42.53 |
| LM-P1.11 | 42.60 | 34.12 |
| Lotus Lake 1-20-1 | 36.22 | 30.78 |
| Lotus Lake 1-21-1 | 37.66 | 0.00 |
| Lotus Lake 1-21-2 | 45.08 | 17.14 |
| LS-P3.35 | 47.84 | 39.02 |
| LS-P3.6 | 38.08 | 0.00 |
| LU-P3.1 | 37.34 | 0.00 |
| RM-P5.6 | 31.70 | 37.13 |

Because of the uncertainties associated with construction administration, the RFP established an allowance of 200 construction observation hours for the entire project. The selected engineering firm shall develop both the project plans and specifications, as well as a construction administration plan, that are intended to complete construction administration with this allotted number of hours. The construction administration plan should identify how observation efforts, staffing, communication, and project oversight will be managed to meet this requirement.

Construction is anticipated to start December 2026/January 2027 with restoration work occurring in the spring of 2027. Final project completion is anticipated to be June/July of 2027. To meet the schedule the consultant shall administer the bid opening in early November and provide a letter outlining the recommended bid by December 1st 2026 to be approved by City Council at the December 14th 2026 City Council Meeting.

Your firm is invited to submit a proposal to perform the needed Professional Services for the following Tasks. In your proposal, please breakout out each task, per pond (or grouping of ponds if applicable):

- Task 1 – Preparation of Pond Feasibility Memorandums
- Task 2 – Preliminary Design, Final Design, and Permitting
- Task 3 – Bidding
- Task 4 – Construction Administration

Services shall include:

- Preparation of Feasibility memo including site visits, meetings with City staff, review of plats/easements, review of construction access, cost estimating, report preparation including recommended improvements and schedule, and sediment testing.
- Perform design services required based on project needs. Services may include but are not limited to preparation of plans and specifications (preliminary and final), detailed survey of the project sites, detailed bathymetric survey of selected ponds to confirm provided data and quantities, coordination with City Public Works and Engineering, including meetings, and preparation and submittal of all permits required from other agencies.
- Bidding services for the project. The City uses online bidding via QuestCDN therefore no in-person bid opening is utilized.
- Evaluate all bids received and make a recommendation of award to the City.
- Administer pre-construction meeting and weekly construction meetings as necessary.
- Review and approve all required submittals.
- Prepare and recommend payment for all pay estimates.
- Provide construction observation services including construction coordination with City, contractor and impacted residents, final inspection, and certification of completion of the project in accordance with the plans and specifications. **Assume 200 hrs** of field observation.
- Provide final as-built plans including survey of as-built ponds to the City upon completion of the project in PDF and CAD format.

All work shall be governed by the City's Standard Construction Documents, including Standard Specifications and Details. Attendance by the Consultant at public meetings is not needed.

## Proposal Contents

All proposals should contain:

- Statement of Understanding – The statement of understanding should restate in the firm's words the requirements of the project and present a description of services to be provided to successfully complete the project including a project schedule.
- Firm Information – Provide a summary of the firm's experience and qualifications performing this type of work
- Key Personnel – Provide a list of the proposed key personnel and their related experience.
- Fee – the fee should be broken down by task and should indicate hours, hourly rate, expenses, etc. The design contract will be based on an hourly not-to-exceed amount.

Non-relevant marketing materials of the firm need not be included with the proposal.

**Evaluation Criteria and Selection Procedure**

Proposals will be evaluated on the following criteria:

- Completeness of the proposal including a demonstrated understanding of the requirements of this project, schedule, and the goals of the City. (30%)
- Demonstrated experience of the firm and key personnel performing similar projects within the last 5-years. (15%)
- Resources of the firm to conduct and complete this project in a satisfactory manner. Specifically, the ability and willingness to commit key personnel and resources. (15%)
- Fee. (40%)

The City does not intend to conduct interviews of the proposing firms as part of the evaluation.

Proposals should be submitted electronically in PDF format to Joe Seidl, Water Resources Engineer (jseidl@chanhassenmn.gov). The proposal must be received by **4:00 p.m. on Thursday August 6th, 2026** for consideration. It is anticipated that the agreement for consultant services will be awarded at the August 10th 2026 City Council meeting.

If you have any questions regarding the proposal, please feel free to contact me at 952-227-1168, jseidl@chanhassenmn.gov.

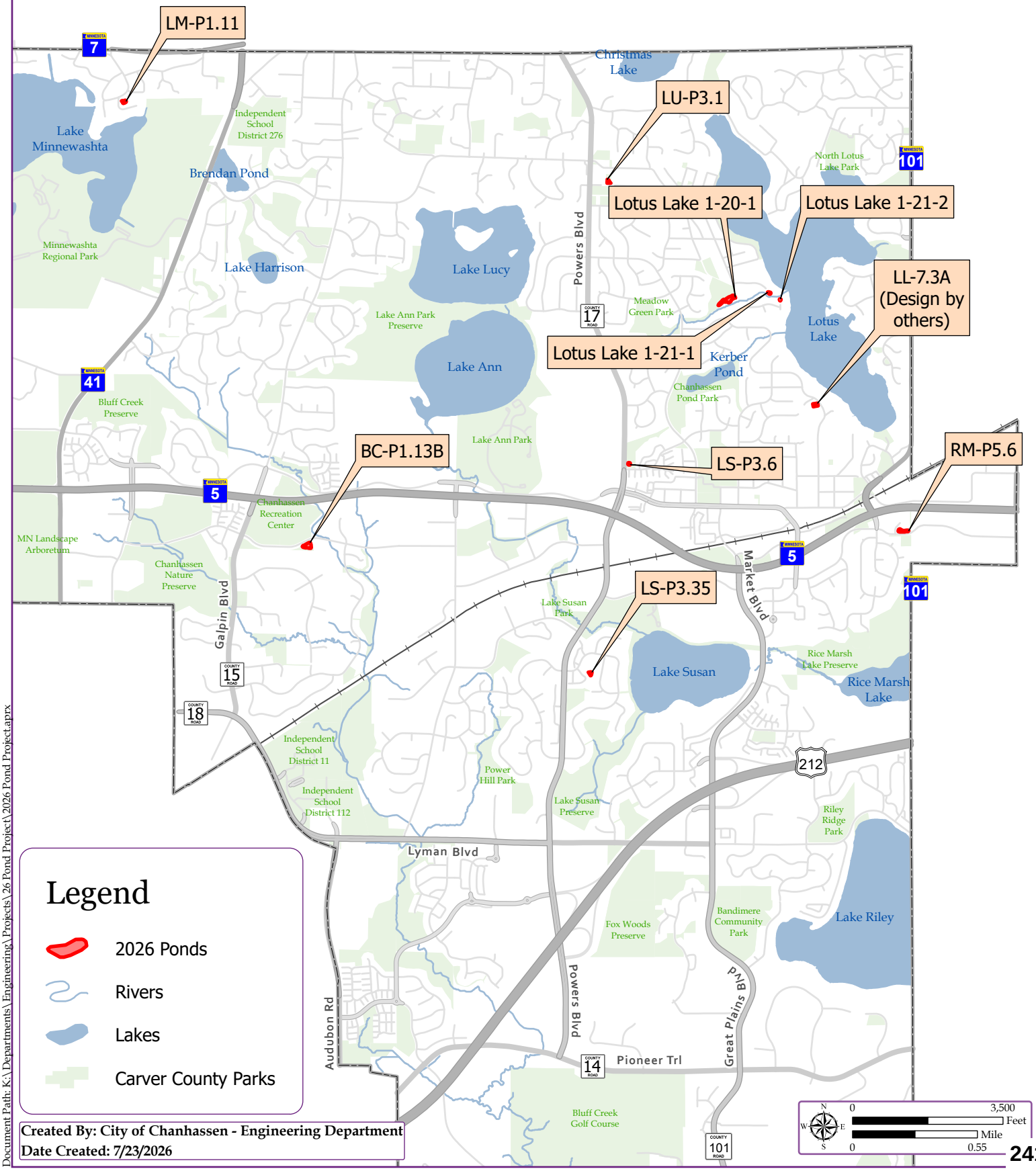
Sincerely,

CITY OF CHANHASSEN
Joe Seidl, PE (MN)
Water Resources Engineer

cc: Charlie Howley, PE, LEED AP, Public Works Director/City Engineer
Ryan Pinkalla, Water Resources Technician
Ben Phillips, Engineering Technician

# City of Chanhassen

## 2026 Stormwater Pond Improvement Project




## Legend

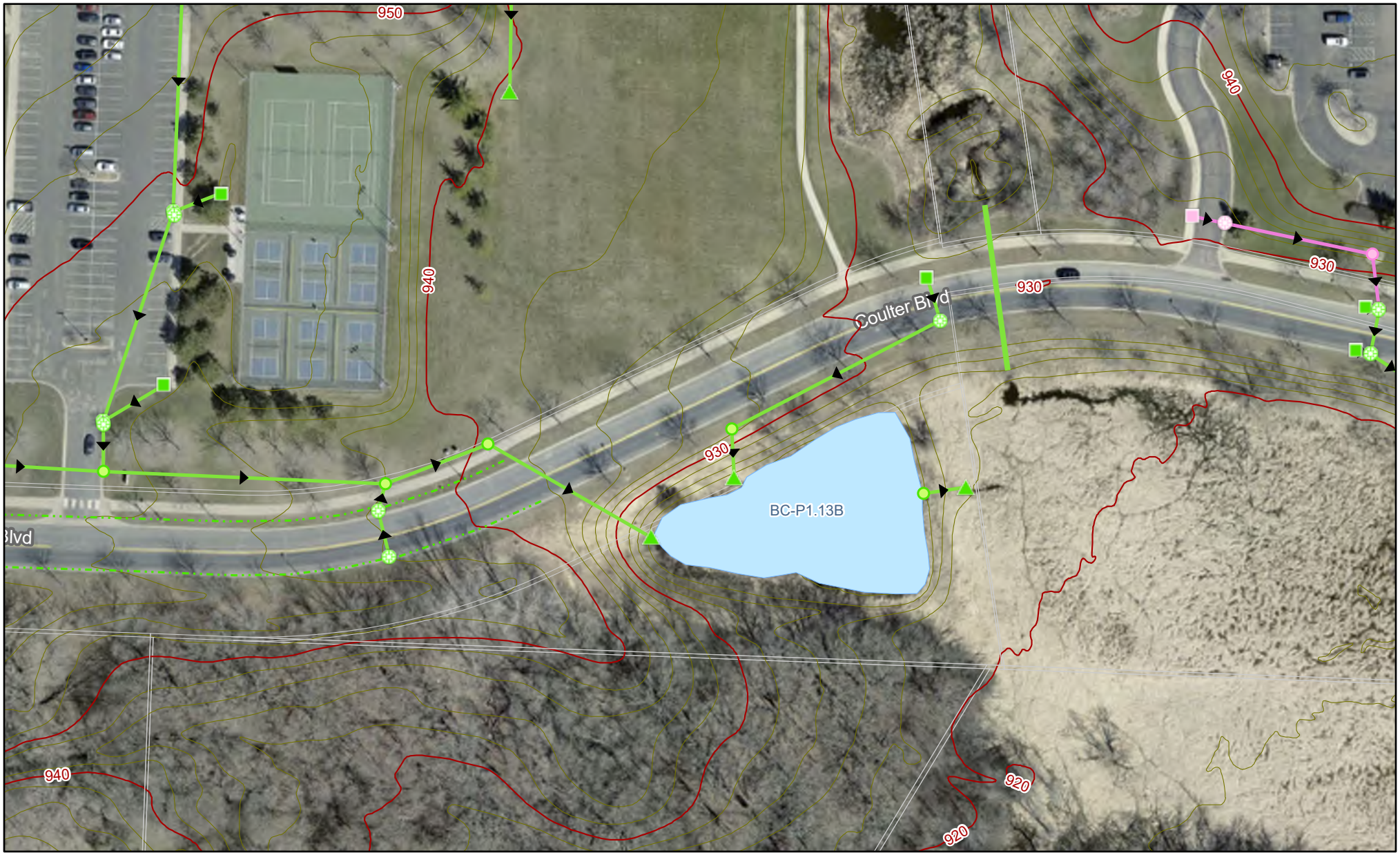
- 2026 Ponds
- Rivers
- Lakes
- Carver County Parks

**Created By: City of Chanhassen - Engineering Department**
**Date Created: 7/23/2026**

0 3,500 Feet
0 0.55 Mile

Document Path: K:\Departments\Engineering\Projects\26 Pond Project\2026 Pond Project.aprx

# BC-P1.13B




City Storm Manholes
Private Storm Manholes

City Storm Inlets
Catch Basin Manholes
Catch Basin

Private Storm Inlets
Catch Basin Manhole
Catch Basin

City Storm Discharge Points
Standard Outlet

City Storm Gravity Mains
Private Storm Gravity Mains
Storm Draintile
City Storm Culverts
City Storm Basins

Parcels

Preliminary Two Foot Contours - 2023
Contour_Type
Index
Intermediate

1 in = 100 Ft

N



July 23, 2023

# LM-P1.11




City Storm BMPs
City Storm Manholes
City Storm Inlets
Catch Basin Manhole
Catch Basin
Outlet Structure
City Storm Discharge Points
Flared End Section
Standard Outlet
City Storm Gravity Mains
City Storm Basins
Parcels

Preliminary Two Foot Contours - 2023
Contour_Type
Index
Intermediate

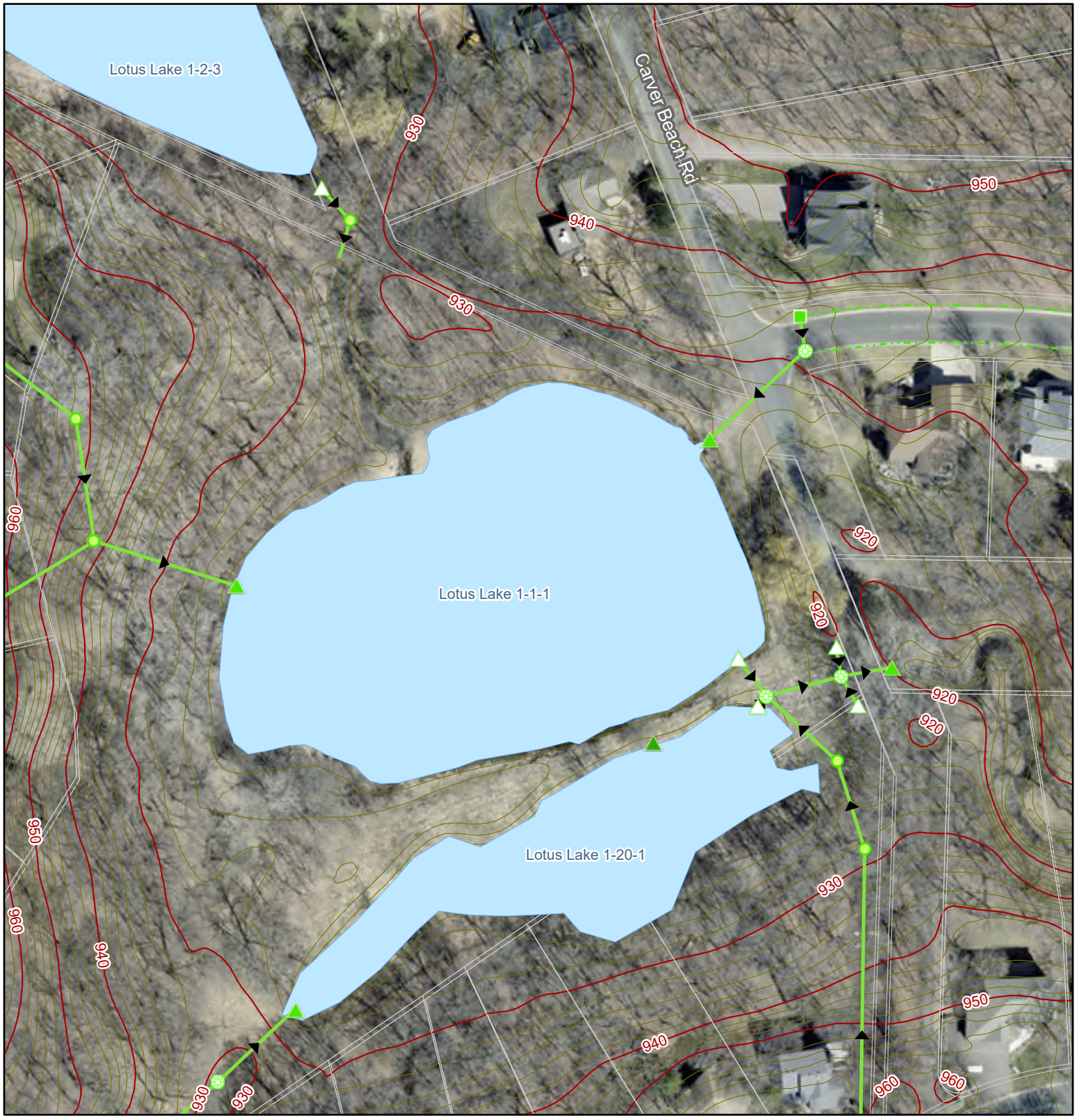
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July 23, 2020

# Lotus Lake 1-20-1




City Storm Manholes

City Storm Inlets

- Catch Basin Manhole
- Catch Basin
- Outlet Structure

City Storm Discharge Points

- Flared End Section
- Overflow
- Standard Outlet
- City Storm Gravity Mains
- Storm Draintile

City Storm Basins

Parcels

Preliminary Two Foot Contours - 2023

Contour_Type

- Index
- Intermediate

1 in = 100 Ft

N

July 23, 20

# Lotus Lake 1-21-1 & 1-21-2




City Storm Manholes

City Storm Inlets

Catch Basin Manhole

Catch Basin

Outlet Structure

Weir

City Storm Discharge Points

Flared End Section

Standard Outlet

City Storm Gravity Mains

Storm Draintile

City Storm Basins

Parcels

Preliminary Two Foot Contours - 2023

Contour_Type

Index

Intermediate

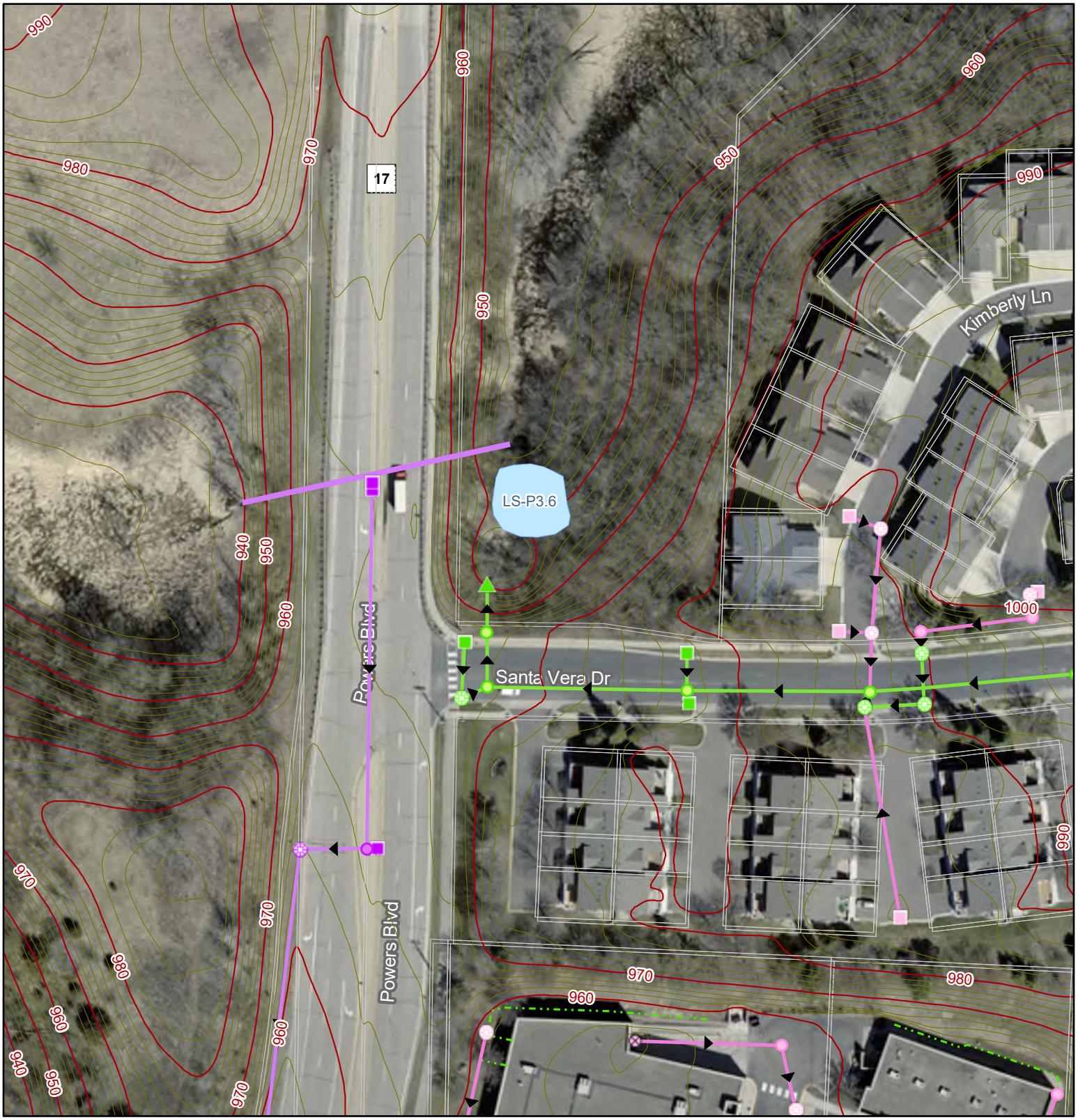
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July 23, 2020

# LS-P3.6




- City Storm Manholes
- Private Storm Manholes
- Carver County Storm Manholes

City Storm Inlets

- Catch Basin Manhole
- Catch Basin

Private Storm Inlets

- Catch Basin Manhole
- Catch Basin

- Other

Carver County Storm Inlets

- Catch Basin Manhole
- Catch Basin

City Storm Discharge Points

- Standard Outlet
- City Storm Gravity Mains
- Private Storm Gravity Mains
- Carver County Storm Gravity Mains

- Storm Draintile
- Carver County Storm Culverts
- City Storm Basins
- Parcels

Preliminary Two Foot Contours - 2023

Contour_Type

- Index
- Intermediate

1 in = 100 Ft

N

July 23, 20

# LS-P3.35




City Storm Manholes
City Storm Inlets
Catch Basin Manhole
Catch Basin
Outlet Structure
City Storm Discharge Points
Flared End Section
Standard Outlet
City Storm Gravity Mains
City Storm Basins
Parcels
Preliminary Two Foot Contours - 2023
Contour_Type
Index
Intermediate

1 in = 100 Ft

N

July 23, 20

# LU-P3.1




City Storm BMPs
City Storm Manholes

City Storm Inlets
Catch Basin Manhole
Outlet Structure
Weir

Carver County Storm Inlets
Catch Basin
Outlet Structure

City Storm Discharge Points
Flared End Section
Outlet Structure

Standard Outlet
Other
City Storm Gravity Mains
Carver County Storm Gravity Mains
Storm Draintile
City Storm Culverts
Carver County Storm Culverts

City Storm Basins
Parcels

Preliminary Two Foot Contours - 2023
Contour_Type
Index
Intermediate

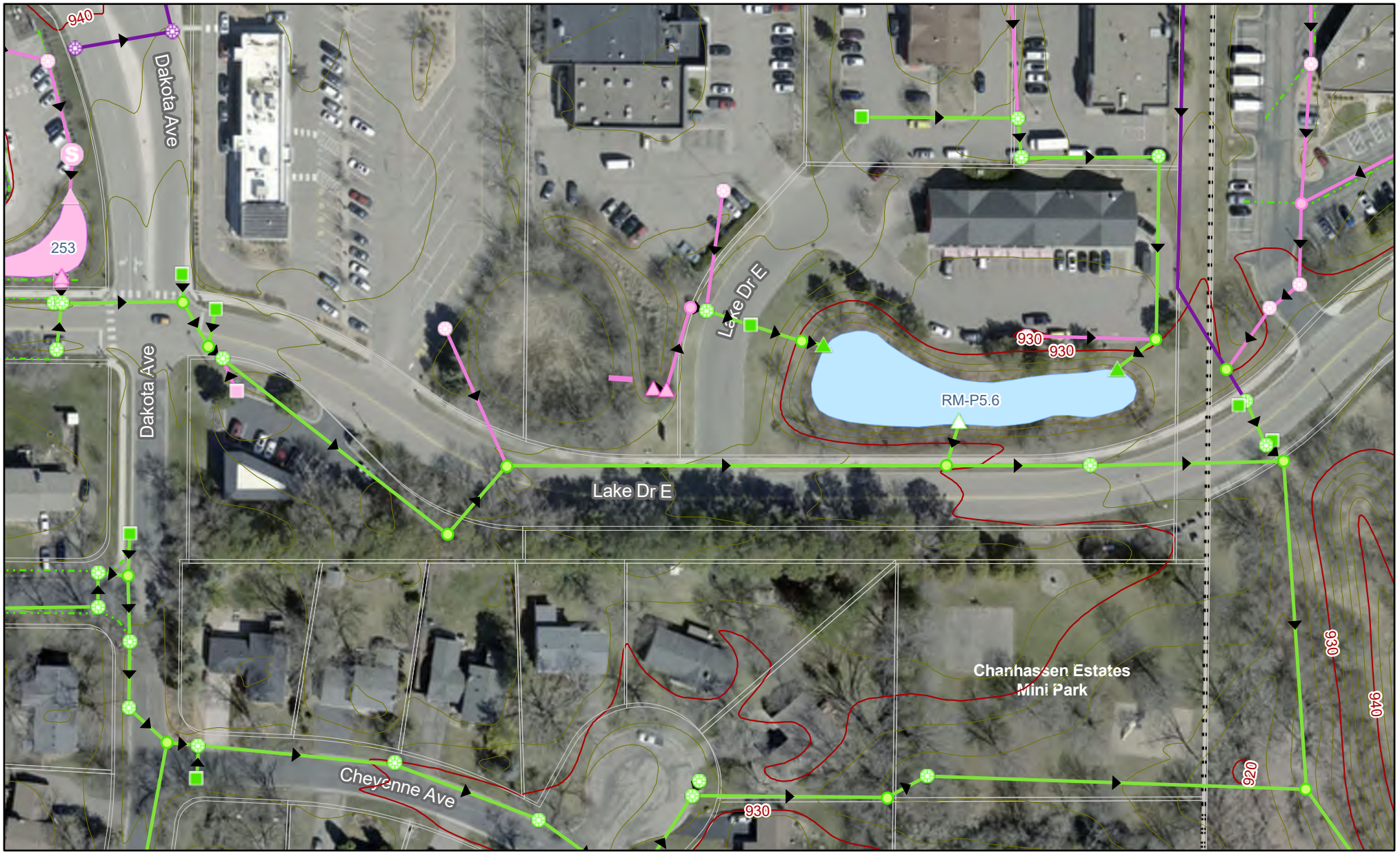
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July 23, 2020

# RM-P5.6




Private Storm BMPs
City Storm Manholes
Private Storm Manholes
City Storm Inlets
Catch Basin Manhole
Catch Basin
Outlet Structure
Private Storm Inlets
Catch Basin Manhole
Catch Basin
Outlet Structure
Weir
MnDOT Storm Inlets
Catch Basin Manhole
City Storm Discharge Points
Flared End Section
Private Storm Discharge Points
Flared End Section
City Storm Gravity Mains
Private Storm Gravity Mains
MnDOT Storm Gravity Mains
Storm Draintile
Private Storm Culverts
City Storm Basins
Private Storm Basins
Parcels
Preliminary Two Foot Contours - 2023
Contour_Type
Index
Intermediate

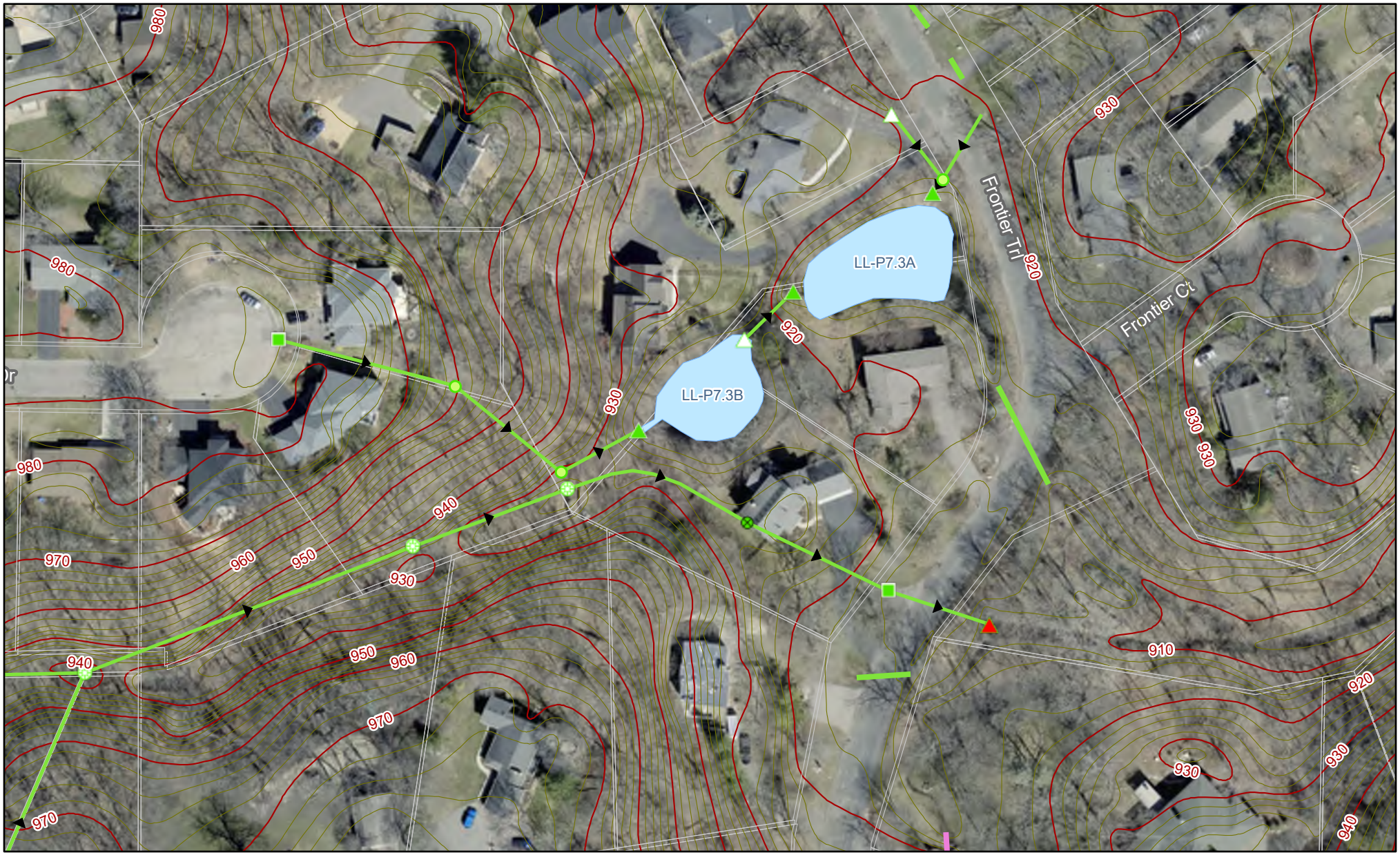
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July 23, 2026

# LL-P7.3A




City Storm Manholes
Other
Storm Draintile
Preliminary Two Foot Contours - 2023

City Storm Inlets
City Storm Discharge Points
City Storm Culverts
Contour_Type

Catch Basin Manhole
Outfall
Private Storm Culverts
Index

Catch Basin
Standard Outlet
City Storm Basins
Intermediate

Outlet Structure
City Storm Gravity Mains
Parcels

1 in = 100 Ft

N

250

July 23, 2020

# Stormwater - Annual Stormwater Pond Improvements

## Overview

| | |
|---|---|
| **Request Owner** | Charlie Howley |
| **Department** | Surface Water Gen Operations |
| **Type** | Capital Improvement |
| **Project Type** | Water, Sewer, and Surface Water Improvements |
| **Project Number** | SWMP-032 |

## Description

This program will provide for our required annual maintenance of various City stormwater ponds and other BMP's. This work may include sediment removal, vegetation management and assessment, repair and replacement of inlet and outlet structures, along with filtration media and draintile.

## Details

**Type of Project:** Improvement

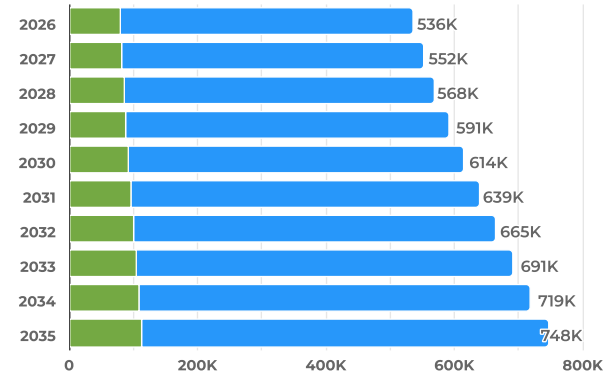
## Capital Costs

FY2026 Budget
**$536K**

Total Budget (all years)
**$6.32M**

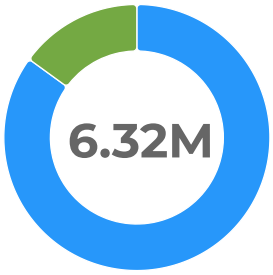
Project Total
**$6.32M**

### Capital Costs by Year




| | | |
|---|---|---|
| Construction/Maintenance | **$5,373,509** | 85.00% |
| Engineering | **$948,266** | 15.00% |

### Capital Costs for Budgeted Years




| | | |
|---|---|---|
| Construction/Maintenance | **$5,373,509** | 85.00% |
| Engineering | **$948,266** | 15.00% |

| Category | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 | FY2034 | FY2035 | Tot Budget |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Engineering | $80,325 | $82,735 | $85,217 | $88,625 | $92,170 | $95,857 | $99,692 | $103,679 | $107,826 | $112,140 | **$948,2** |
| Construction/Maintenance | $455,175 | $468,830 | $482,895 | $502,211 | $522,299 | $543,191 | $564,919 | $587,516 | $611,016 | $635,457 | **$5,373,5** |
| **Total** | **$535,500** | **$551,565** | **$568,112** | **$590,836** | **$614,469** | **$639,048** | **$664,611** | **$691,195** | **$718,842** | **$747,597** | **$6,321,7** |

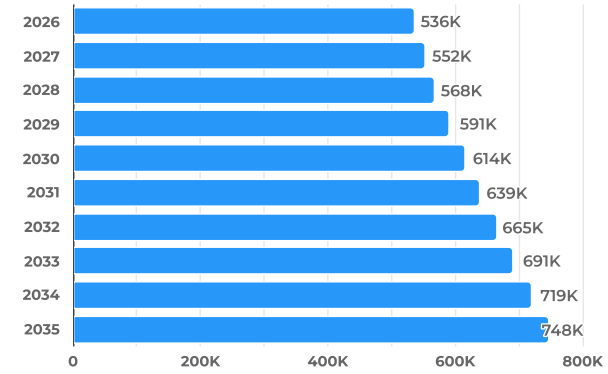
## Funding Source

FY2026 Budget
**$536K**

Total Budget (all years)
**$6.32M**

Project Total
**$6.32M**

### Funding Source by Year




Utility Fund - SW Mgmt **$6,321,775** 100.00%

### Funding Source for Budgeted Years




Utility Fund - SW Mgmt **$6,321,775** 100.00%

| Category | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | FY2032 | FY2033 | FY2034 | FY2035 | Total Budgeted |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Utility Fund - SW Mgmt | $535,500 | $551,565 | $568,112 | $590,836 | $614,469 | $639,048 | $664,611 | $691,195 | $718,842 | $747,597 | **$6,321,775** |
| **Total** | **$535,500** | **$551,565** | **$568,112** | **$590,836** | **$614,469** | **$639,048** | **$664,611** | **$691,195** | **$718,842** | **$747,597** | **$6,321,775** |

# PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this 31st day of August 2026, by and between the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("City") and **STANTEC CONSULTING SERVICES, Inc.** ("Consultant").

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** The City retains Consultant for DESIGN AND CONSTRUCTION ADMINISTRATIOIN SERVICES for the 2026 Stormwater Pond Improvement Project.

**2. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

A. This Professional Services Agreement;

B. Request for Proposal ("RFP") – 2026 Stormwater Pond Improvement Project Design and Construction Administration Services dated July 23, 2026;

C. Insurance Certificate;

D. Consultant's Proposal – City of Chanhassen 2026 Stormwater Pond Improvement Project Design and Construction Services dated August 6, 2026 ("Proposal").

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts, with Contract Document "A" having the first priority and Contract Document "D" having the last priority.

**3. COMPENSATION.** Consultant shall be paid by the City for the services described in the Proposal a not-to-exceed fee of One Hundred Eighteen Thousand-Five Hundred Eighty Dollars and no Cents ($118,580.00), inclusive of expenses. Services performed by Consultant shall be paid at an hourly rate in accordance with the Proposal, subject to the not-to-exceed fee. The not to exceed fees and expenses shall not be adjusted if the estimated hours to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. Consultant shall bill the City as the work progresses. Payment shall be made by the City within thirty-five (35) days of receipt of an invoice.

**4. DOCUMENT OWNERSHIP.** All reports, plans, models, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

**5. CHANGE ORDERS**. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

**6. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

**7. STANDARD OF CARE.** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

**8. INDEMNIFICATION.** Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

**9. INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

| | |
|---|---|
| Commercial General Liability | $2,000,000 each occurrence/aggregate |
| Automobile Liability | $2,000,000 combined single limit |
| Professional Liability | $2,000,000 each occurrence/aggregate |

The City shall be named as an additional insured on the general liability policy on a primary and non-contributory basis. Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

**10. INDEPENDENT CONTRACTOR.** The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments,

withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**11. SUBCONTRACTORS.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statutes § 471.425. Consultant must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Consultant's receipt of payment from City. Consultant must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars ($100.00) or more is Ten Dollars ($10.00).

**12. CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Carver County Minnesota.

**13. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**14. COPYRIGHT.** Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

**15. PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contract requires, or the Consultant desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Consultant shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and

defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

**16. RECORDS.** Consultant shall maintain complete and accurate records of hours worked and expenses involved in the performance of services.

**17. ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

**18. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**19. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**20. TERMINATION.** This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall be obligated to the Consultant for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

Dated: _____, 2026. **CITY OF CHANHASSEN**

BY: _____
Elise Ryan, Mayor

BY: _____
Laurie Hokkanen, City Manager

Dated: _____, 2026. **STANTEC CONSULTING SERVICES, Inc.**

BY: _____

_____

Its _____

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Approve Agreement with Westwood Community Church for Fire Training at The Hope House | |
| **File No.** | | **Item No:** D.13 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | Andrew Heger, Fire Chief | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

"The Chanhassen City Council approves the agreement to conduct fire department training at The Hope House property located at 3010 W 78th Street."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Operational Excellence |

## SUMMARY

## BACKGROUND

## DISCUSSION

## BUDGET

## RECOMMENDATION

Approve the agreement to conduct fire department training at The Hope House property located at 3010

W 78th Street.

**ATTACHMENTS**

Westwood (Hope House) Training Agreement

# LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (this "Agreement") made and entered into this day of **_____,** 2026, by, between and among the **CITY OF CHANHASSEN,** a Minnesota municipal corporation ("Licensee") and **WESTWOOD COMMUNITY CHURCH,** an IRS 501(c)(3) nonprofit religious organization ("Licensor"). Licensors and Licensee are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

**RECITALS**

A. Westwood Community Church is the owner of certain real estate improved with an existing but unoccupied building ("The Hope House") located at 3010 78th St, Excelsior, MN 55331, with a PID of 250093200.

B. Licensee desires to utilize the structure and the property for the City of Chanhassen's fire department training exercises, including, but not limited to:

- Forcible entry on residential and commercial doors
- Elevator operations and rescue
- Standpipe and stairwell fire attack operations
- Pumping and truck operations
- Search and rescue, Vent Enter Isolate Search techniques
- Self-rescue-ladder ops, webbing bailouts, wall breaches
- Mayday and RIT operations
- Technical rescue - ropes, harnesses, etc.
- Air Aware Drills

(collectively, the "Training Exercises").

C. Licensor acknowledges that as part of the Training Exercises, Licensee will cause substantial damage to the structure on the property and possibly damage any fixtures present with the Structures at the time of the Training Exercises.

D. Licensor acknowledges their intent to completely demolish the structure after training exercises are complete and therefore are willing to grant the Licensee permission to perform the training activities on the property without concern to damaging the structures or its contents.

E. In order to accommodate Licensee, Licensor has agreed, upon the terms and subject to the conditions contained herein, to grant Licensee a temporary license to perform the training exercises on the property and within the structure as fully hereinafter set forth.

**NOW, THEREFORE,** in consideration of the covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. Grant of License. Licensor hereby grants Licensee a temporary license for use of the Property and Structure for the sole purpose of conducting the Training Exercises (the "License"), during the period commencing on the date of this Agreement and continuing until Licensor provide not less than one (1) day prior written notice (a "Termination Notice") to Licensee that the License and this Agreement is terminated (except for those provisions which by their terms expressly survive such termination),subject to Licensee's compliance with all of the terms and conditions set forth herein.

2. Prohibited Activities. Licensee's activities permitted to be performed on the Property shall specifically be limited to the Training Exercises, and Licensee is hereby expressly prohibited from any burning within or about the property or the structure, or any portion(s) thereof, or any other activity which materially impacts the structural foundation of either of the Structures or any portion thereof. For the avoidance of doubt, no Licensor nor any other Westwood Community Church Affiliate (as defined in Section 4 below) shall bear any responsibility for, or be deemed to have undertaken any obligation or liability in connection with, the performance of any of the Training Activities or any other use by the Licensee pursuant to this Agreement. Without limiting the foregoing, the performance of the Training Activities shall be at the sole risk and expense of the Licensee, and no Licensor nor any other Westwood Community Church Affiliate shall have any liability to the Licensee [or its permitted users] for any loss, damage, harm, injury or destruction of or to any property or persons directly or indirectly resulting from the Training Activities or the use of the Property or the Structure pursuant to the License, and Licensee hereby irrevocably waives all claims against each Licensor and each other Westwood Community Church Affiliate for any loss, damage, harm, injury, or destruction to persons or property arising for any reason.

3. Restrictions on Damage. Notwithstanding anything set forth elsewhere herein, in the performance of the Training Activities or any other use of the property and/or the structure pursuant to this Agreement, Licensee may damage only the interior walls, interior and exterior doors, and other elements of the structure in a manner which would not, in the reasonable determination of Licensor or its general contractor, be expected to materially impact the structural foundation of the structure or any portion thereof.

1. 4. Licensee Indemnification. Any entry onto Properties by Licensee, pursuant to the within Agreement shall be undertaken by Licensee at Licensee's sole risk, cost, and expense, and Licensee hereby waives any rights it may have against Licensors for any special, consequential, incidental, or actual damages arising from the exercise of the rights under this Agreement. Licensee hereby agrees to indemnify, defend, and hold harmless Licensors and their respective subsidiaries and affiliates, including without limitation Westwood Community Church, and the respective owners, members, managers, employees, agents, contractors, subcontractors, representatives, tenants, and invitees of any of the Westwood Community Church Affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, liens, damages, costs, expenses, losses, and/or liabilities (including reasonable attorney's fees and disbursements), arising out of Licensee's entry, access or use of the Property or the Structure (or any portion thereof), the performance of any of the Training Activities or any other activity undertaken by or on behalf of Licensee pursuant to this Agreement, except for those claims arising out of the gross negligence or willful misconduct of the Licensor or a Westwood Community Church Affiliate. To the extent permitted by law, nothing in this Agreement shall be deemed a waiver of any limitation of liability or defenses by the Licensee under Minnesota Statutes Chapter 466 or any other provision of law.

5. Licensors' Indemnification. Licensor agrees to indemnify the Licensee, its officers, employees and agents from any liability arising out of the lack of Licensors' lack of clear title to the Licensor's respective Property or Structure.

6. Licensors' Responsibilities. Licensor assumes all responsibility for the condition of the Licensor's respective Structure and Property following termination of the Training Exercises.

7. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement on behalf of such Party and enter into a legally binding obligation of such Party.

8. Amendment and Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

9. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

10. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties relating to such matters.

12. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Minnesota law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Minnesota law.

13. Applicable Law. This Agreement shall be governed exclusively by the laws of Minnesota, without regard to conflict of law provisions.

14. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Minnesota and the exclusive venue shall be in the District Court of Minnesota for Carver County. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

15. Notices. All notices, requests, demands or other communications hereunder will be in writing and deemed given: (i) when delivered personally; (ii) if sent by electronic mail prior to 5 p.m. Central time on a business day, on the day said communication is sent (or if sent after 5 p.m. Central time, or on a day that is a Saturday, a Sunday, or another day on which federal or state banks are authorized or required to remain closed, such communication shall be deemed given on the next business day); (iii) when deposited to be sent via a nationally-recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender; or (iv) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

Licensor: Westwood Community Church
3121 Westwood Drive
Excelsior, MN 55331
Attn: Jim Theis
Email: jim.theis@westwoodcc.org

Licensee: City of Chanhassen
7700 Market Boulevard
P.O. Box 147
Chanhassen, MN 55317
Attn: City Manager
Email:lhokkanen@chanhassenmn.gov

Or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, all notices will be deemed to have been given upon receipt (or refusal of receipt) thereof.

16. No Conveyance; Nontransferable Right. Neither this Agreement nor the License granted herein shall be deemed or construed to convey an interest in real property. The License shall not pass with title to the Properties (or either of them) or any personal property or improvements and shall not run with the property hereby licensed. Licensee shall not assign, sell, delegate, subcontract or otherwise transfer or encumber in any manner whatsoever, all or any portion of the rights, duties or obligations under this Agreement.

IN **WITNESS WHEREOF,** the parties hereto have executed this Agreement upon the date and year first written.

[Remainder of page is intentionally left blank.
Signature pages follow.]

**LICENSOR: Westwood Community Church**

_____

BY:

**LICENSOR: City of Chanhassen**

_____

BY: Elise Ryan, Mayor

_____

AND: Laurie Hokkanen, City Manager

(SEAL)

STATE OF MINNESOTA )
( ss.
COUNTY OF )

The foregoing instrument was acknowledged before me this _____, day of _____,2026, by Elise Ryan, Mayor, and by Laurie Hokkanen, City Manager, of the City of Chanhassen, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

234587vl

THIS INSTRUMENT WAS DRAFTED BY:
**CAMPBELL KNUTSON**
***Professional Association***
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 4

234587vl

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Resolution 2026-XX: Call Public Improvement Hearing for the 2027 Lake Riley Blvd Reconstruction Project. City Project No. 27-02 | |
| **File No.** | ENG Project No. 27-02<br>CIP No. ST-012 | **Item No:** D.14 |
| **Agenda Section** | **CONSENT AGENDA** | |
| **Prepared By** | George Bender, Assistant City Engineer | |
| **Reviewed By** | Charlie Howley | |

**SUGGESTED ACTION**

"The Chanhassen City Council adopts a resolution calling for a Public Hearing regarding the improvements for the 2027 Lake Riley Blvd Reconstruction Project No. 27-02 to be held on September 14, 2026."

| | |
|---|---|
| **Motion Type** | Simple Majority Vote of members present |
| **Strategic Priority** | Asset Management |

## SUMMARY

Consider calling for a Public Hearing regarding the feasibility of the proposed improvements to be held at the City Council meeting on September 14, 2026.

## BACKGROUND

As part of the overall Pavement Management Program (PMP), the city annually plans to rehabilitate a section or sections of public streets across the city. The five-year Capital Improvement Plan (CIP) identifies the near-term streets to be rehabilitated. This 2027 project includes approximately 0.5 miles of city street to be reconstructed within the Lake Riley neighborhood. Deerfoot Trail is not included in this project because it is a private street managed by the HOA.

**Key dates and items relative to the project:**

On March 11, 2026, the Engineering Department released a Request for Proposals (RFP) for geotechnical services for the 27-01, 27-02, and 27-03 projects.

On March 20, 2026, the Engineering Department released a Request for Proposals (RFP) for engineering design and construction services for the 27-02 project.

On April 2, 2026, the Engineering Department received 2 proposals for geotechnical professional services related to the 27-01, 27-02, and 27-03 projects.

On April 10, 2026, the Engineering Department received 5 proposals for engineering professional services related to the 27-02 project.

On April 13, 2026, the City Council approved a Professional Services Agreement with Braun Intertec for geotechnical exploration and engineering services in association with the 27-01, 27-02, and 27-03 design contracts.

On April 27, 2026, the City Council approved a Professional Services Agreement with Bolton & Menk for design and construction services for the 27-02 project.

On September 2, 2026, the Engineering Department will host an Open House meeting with the impacted properties to discuss the project and respond to questions.

The project webpage is:
https://www.chanhassenmn.gov/government/projects/street-projects/lake-riley-blvd-reconstruction-project

To subscribe to the city's distribution list in order to receive routine project updates - interested residents and property owners should visit the following link to sign up:
https://www.chanhassenmn.gov/i-want-to/subscribe.
As of August 25, 2026, there are 232 email addresses subscribed to receive project updates.

## DISCUSSION

Staff utilized the City's Pavement Management Program and site investigations to determine the project limits as shown in the attached 5-year CIP map representing the years 2026 through 2030. The Lake Riley Blvd project area was separated from the 27-01 project areas to help ensure all of the work was completed within the 2027 construction season. Lake Riley Blvd is in a poor condition and as such was planned to be reconstructed.

### Schedule

| Task | Date |
|---|---|
| Call for Public Hearing regarding the Improvements | August 31, 2026 |
| Public Open House/Neighborhood Meeting #1 | September 2, 2026 |
| Accept Feasibility Study, Conduct Public (Improvement) Hearing, and Order Project | September 14, 2026 |

| | |
|---|---|
| Approve Plans and Specifications. Authorize Advertisement for Bids | January 25, 2027 |
| Bid Opening | February 18, 2027 |
| Call for Public (Assessment) Hearing | March 8, 2027 |
| Public Open House/Neighborhood Meeting #2 | March 10, 2027 |
| Conduct Public (Assessment) Hearing, Accept Bids, Adopt Assessment Roll, and Award Construction Contract | March 22, 2027 |
| Begin Construction | May 2027 |
| Substantial Completion | Early November 2027 |
| Final Completion | June 2028 |

## BUDGET

The overall project budget approved with the 2026-30 Capital Improvement Plan is shown in the table below, and the CIP budgetary sheet from FY 2026 has been attached for reference. The CIP sheet represents both the 27-01 and 27-02. The 27-02 project area (Lake Riley Blvd reconstruction) was split from the 27-01 project areas to ensure all of the project areas can be constructed in 2027. Mapping has been attached that identifies the streets proposed to be rehabilitated and/or reconstructed with the 27-01 project.

| Fund | Budget |
|---|---|
| PMP (Street) | $1,598,000 |
| Surface Water | $1,000,000 |
| Sanitary Sewer | $158,000 |
| Watermain | $258,000 |
| **Total** | **$3,014,000** |

## RECOMMENDATION

Staff recommends the City Council call for a Public Hearing regarding the improvements for City Project Number 27-02 to be held during the Council meeting on September 14, 2026, to facilitate receiving public input regarding the feasibility of the project.

## ATTACHMENTS

Resolution
Streets 5-Year CIP 11x17 - 2026-2030
27-01 and 27-02 combined CIP Project Sheet

**CITY OF CHANHASSEN**
**CARVER AND HENNEPIN COUNTIES, MINNESOTA**

**DATE: August 31, 2026** **RESOLUTION NO: 2026-XX**

**MOTION BY:** _____ **SECONDED BY:** _____

**A RESOLUTION CALLING FOR A PUBLIC HEARING FOR THE 2027 LAKE RILEY BLVD RECONSTRUCTION PROJECT NO. 27-02**

**WHEREAS,** pursuant to resolution of the Council adopted July 14, 2025, a feasibility report is currently being prepared by Bolton & Menk, Inc. with reference to the above-referenced project, and this report will be received by the Council on September 14, 2026, and

**WHEREAS,** the feasibility report will provide information regarding whether the proposed project is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

**NOW THEREFORE, BE IT RESOLVED** by the Chanhassen City Council:

1. The Council will receive and accept the feasibility study on September 14, 2026, and consider the improvements of such project in accordance with the report and the assessment of abutting properties for a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429.

2. A public hearing for the proposed improvements within the 2027 Lake Riley Blvd Reconstruction Project No. 27-02 shall be held on September 14, 2026, in the Council Chambers of City Hall at 7:00 PM.

Passed and adopted by the Chanhassen City Council this 31st day of August 2026.

ATTEST:

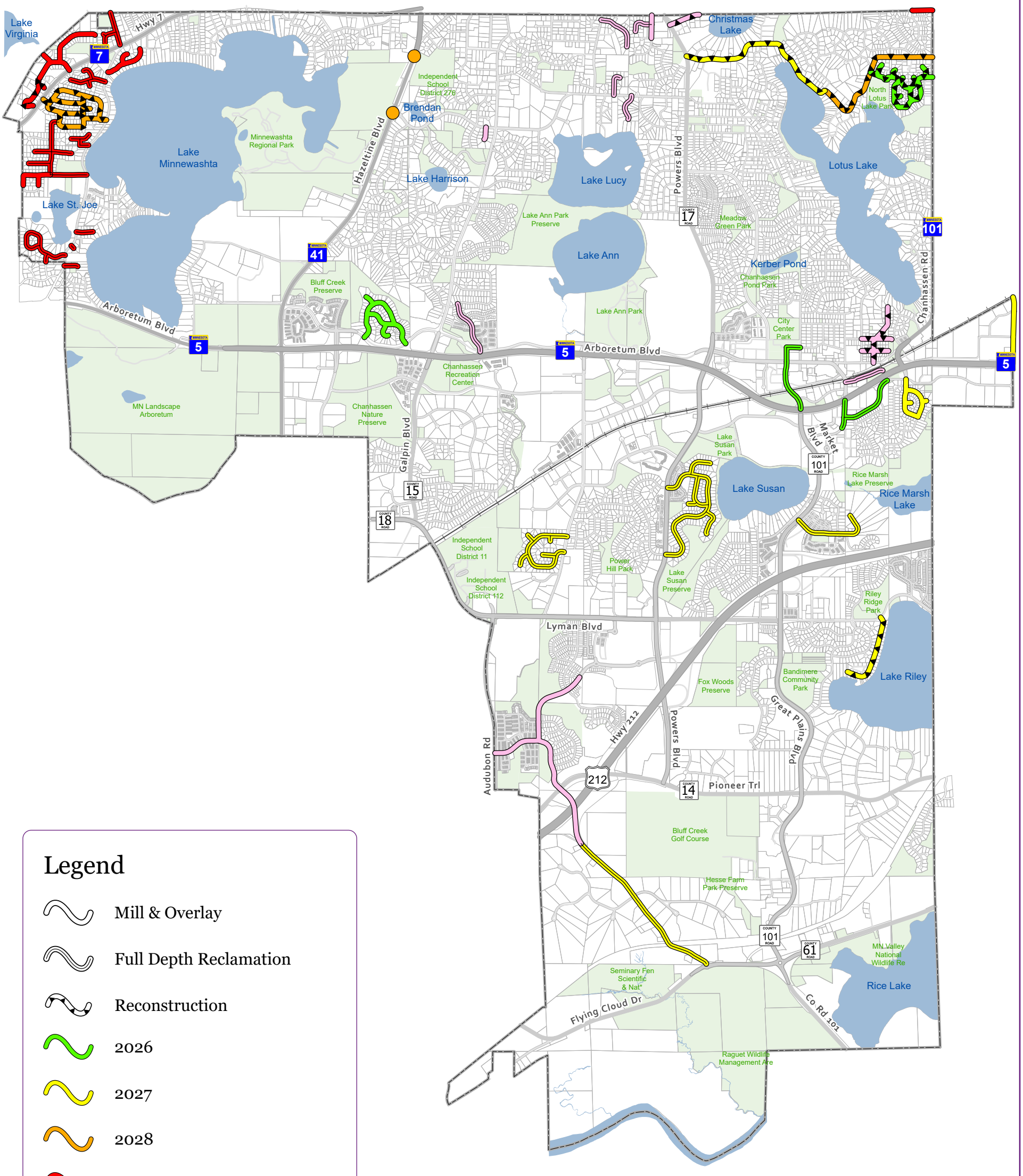
_____ _____

Jenny Potter, City Clerk Elise Ryan, Mayor

YES NO ABSENT

# City of Chanhassen

## 5-Year CIP Pavement Management Plan (PMP) - Streets (2026-2030)




## Legend

- Mill & Overlay
- Full Depth Reclamation
- Reconstruction
- 2026
- 2027
- 2028
- 2029
- 2030

0 3,000 Feet
0 0.5 Mile

**Created By: City of Chanhassen - Engineering Department**
**Date Created: 12/8/2025**

Document Path: K:\Departments\Engineering\CIP\2026-2030\CIP_5Year_2026-2030.aprx

# Streets - 2027 Street Improvements

This budget represents both 27-01 and 27-02

## Overview

| | |
|---|---|
| **Request Owner** | Charlie Howley, PW Director/City Engineer |
| **Department** | Annual Pvmnt Mgmt Contracted |
| **Form Type** | Capital Improvement |
| **Request Type** | Street Construction/Reconstruction |
| **Project Number** | ST-012-2027 |

## Description

The 5-year Capital Pavement Management Plan identifies the planned streets for the next five years. The Plan is updated every fall to review priorities and needs, but generally intends to keep the overall condition index (OCI) average across all streets at 70 or higher.

The City uses a Pavement Management System in Cartegraph to monitor the condition of City streets. While proper preventative maintenance extends the life of the street and is cost-effective, a street will eventually deteriorate to a point that major maintenance is required. Rehabilitation projects exited the life of the street. In cases when utilities or poor subgrade needs to be replaced or where streets have deteriorated to a point where rehabilitation will no longer be practical, reconstruction of the street is necessary. A feasibility study is written to consider the merits of the project, scope of work, costs, and assessments.

The City has an Assessment Policy that identifies what and how much of the project is assessed to benefiting properties.

## Details

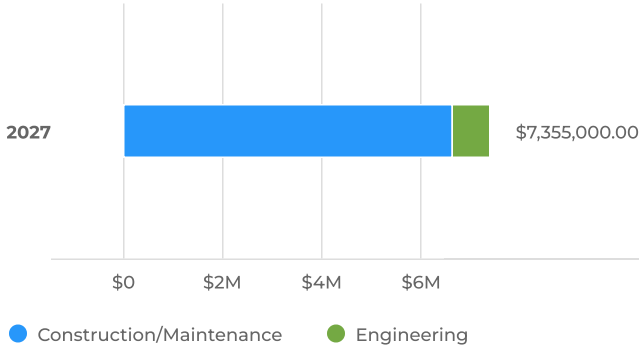
| | |
|---|---|
| **Type of Project** | Resurface Current Road |

## Capital Cost

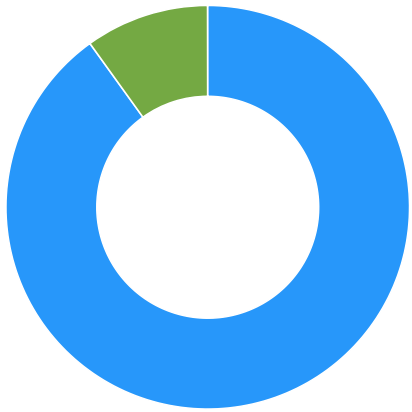
Total Budget (all years)
$7.355M

Project Total
$7.355M

Capital Cost by Year




Capital Cost for Budgeted Years



| | |
|---|---|
| Construction/Maintenance (90%) | $6,625,000. |
| Engineering (10%) | $730,000.00 |
| **TOTAL** | **$7,355,000.00** |

### Capital Cost Breakdown

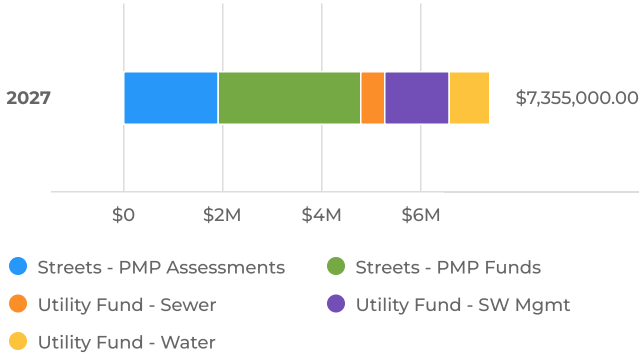
| Capital Cost | FY2027 | Total |
|---|---|---|
| Engineering | $730,000 | $730,000 |
| Construction/Maintenance | $6,625,000 | $6,625,000 |
| **Total** | **$7,355,000** | **$7,355,000** |

## Funding Sources

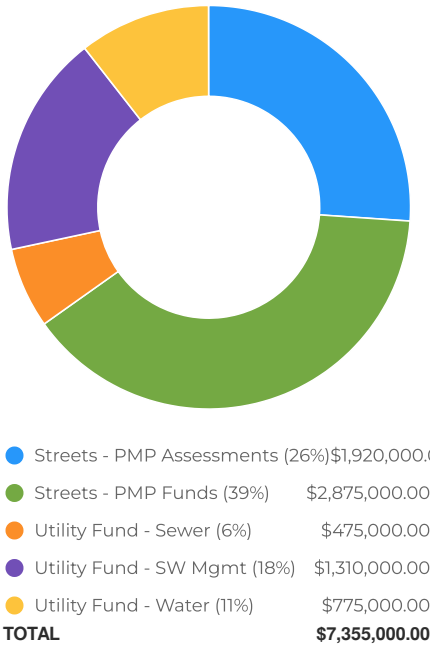
Total Budget (all years)
$7.355M

Project Total
$7.355M

Funding Sources by Year




Funding Sources for Budgeted Years




### Funding Sources Breakdown

| Funding Sources | FY2027 | Total |
|---|---|---|
| Streets - PMP Funds | $2,875,000 | $2,875,000 |
| Streets - PMP Assessments | $1,920,000 | $1,920,000 |
| Utility Fund - Water | $775,000 | $775,000 |
| Utility Fund - Sewer | $475,000 | $475,000 |
| Utility Fund - SW Mgmt | $1,310,000 | $1,310,000 |
| **Total** | **$7,355,000** | **$7,355,000** |

PMP Sum = $4,795,000

27-01 Budget:
PMP = $3,197,000 (74%)
Surface Water = $310,000 (7%)
Sanitary Sewer = $317,000 (7%)
Water = $517,000 (12%)
Total = $4,341,000

27-02 Budget:
PMP = $1,598,000 (53%)
Surface Water = $1,000,000 (33%)
Sanitary Sewer = $158,000 (5%)
Water = $258,000 (9%)
Total = $3,014,000

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Balakrishna Chintaginjala Citizen Action Request | |
| **File No.** | | **Item No:** E.1 |
| **Agenda Section** | **VISITOR PRESENTATIONS** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>N/A | |
| **Motion Type** | N/A |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

Balakrishna Chintaginjala Citizen Action Request

| | |
|---|---|
| Submission # | 4931942 |
| IP Address | 174.20.144.67 |
| Submission Recorded On | 07/07/2026 9:57 AM |
| Time to Take Survey | 15 minutes, 12 seconds |

Page 1

Complete this form and submit it prior to the City Council meeting date you wish to present your request.

The City of Chanhassen invites citizens to submit a request in their native or preferred language. Upon doing so, the city will utilize its resources and do everything in its power to translate the request appropriately.

**Select City Council Meeting date you would like to attend:**

08/10/2026

The Chanhassen City Council meets on the second and fourth Mondays of each month.

Printable Meeting Calendar

View and/or print this calendar to assist with determining when city council meetings are held in order to make your date selection above.

## Resident Information

* **Name**

Balakrishna Chintaginjala

* **Address**

8982 SW Village loop
8982 Minnesota Chanhassen 55317

* **Phone**

(952) 994-4815

* **Email**

balakrishna_chintaginjala@yahoo.com

## Council Action Requested

* **Provide a brief description of the action you are requesting from the City Council.**

I am requesting that the City Administration help inform Chanhassen residents about a new federal child investment program available through TrumpAccounts.gov. This program, created under recent federal legislation, provides tax advantaged investment accounts for children under 18 and offers significant financial benefits to eligible families. Because these benefits require parents to actively apply, many families may miss out without clear public awareness. Trump Accounts function as traditional IRAs for minors, allowing long term, tax deferred investment growth. Eligible U.S. citizen children born between 2025 and 2028 may receive a $1,000 federal seed deposit when parents file IRS Form 4547. In addition, the Michael & Susan Dell Foundation is providing a $250 contribution for children age 10 or younger who live in ZIP codes with median household income below $150,000. Chanhassen's ZIP code 55317 meets this criterion, meaning many local families qualify for this additional assistance. Some children may receive both contributions, totaling $1,250 in early investment support. Minnesota families follow the same federal rules as all states, and Minnesota employers may also contribute up to $2,500 per year toward employees' children's accounts. Because these benefits can significantly improve long term financial stability for local children, it is important that families are aware of eligibility requirements, deadlines, and application steps. I am requesting that the City Council authorize or encourage the City Administration, particularly Communications and Community Services, to share informational guidance with residents through appropriate channels such as the city website, newsletters, social media, or community outreach. This is not a request for funding or policy change, but simply for public awareness so families in Chanhassen can access federal and philanthropic benefits already available to them.

## Summary of Information

* **Provide a narrative of the request including need, costs, timetable, background, etc.**

TrumpAccounts.gov is a new federal child investment program that provides tax advantaged accounts for children under 18. Eligible U.S. citizen children born between 2025 and 2028 may receive a $1,000 federal seed deposit when parents file IRS Form 4547. In addition, the Michael & Susan Dell Foundation offers a $250 contribution for children age 10 or younger living in ZIP codes with median household income below $150,000. Chanhassen's ZIP code 55317 meets this criterion, meaning many local families qualify. Some children may receive both deposits, totaling $1,250. The need for City involvement is public awareness: families must actively apply, and many may miss the opportunity without clear guidance. No funding or policy changes are requested. The timetable aligns with federal deadlines, including April 15, 2026, filing requirement. I am asking the City Council to support outreach through City communications so residents can access these federal and philanthropic benefits.

## What Happens Next?

Immediately upon submission of this form, staff will be notified by email and will provide copies to the City Council prior to the selected meeting date.

## Contact

Questions? Contact City Clerk Jenny Potter at 952-227-1107 or by email.

## Data Notice

Please note: information you submit through this form may be considered government data and, unless protected by law, could be available to the public upon request under the Minnesota Government Data Practices Act.

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | This Public Hearing is Canceled - Resolution 2026-XX: Accept Feasibility Study, Conduct Public Improvement Hearing, and Authorize Preparation of Plans and Specifications for the 8850 & 8900 Audubon Road Sewer Extension. | |
| **File No.** | ENG Project No. 26-05 | **Item No:** G.1 |
| **Agenda Section** | **PUBLIC HEARINGS** | |
| **Prepared By** | Mackenze Grunig, Project Engineer | |
| **Reviewed By** | Charlie Howley | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>This Public Hearing is Canceled | |
| **Motion Type** | 4/5 Vote |
| **Strategic Priority** | Asset Management |

## SUMMARY

This Public Hearing is Canceled

## BACKGROUND

## DISCUSSION

## BUDGET

**RECOMMENDATION**

**ATTACHMENTS**

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Thank You from St. Louis Park | |
| **File No.** | | **Item No:** K.1 |
| **Agenda Section** | **CORRESPONDENCE DISCUSSION** | |
| **Prepared By** | Amy Weidman, Senior Admin Support Specialist | |
| **Reviewed By** | | |

**SUGGESTED ACTION**

N/A

| | |
|---|---|
| **Motion Type** | N/A |
| **Strategic Priority** | Operational Excellence |

## SUMMARY

The attached letter was sent by the mayor and city manager of St. Louis Park to thank Chanhassen for the Chanhassen Fire Department providing mutual aid at the Helix Apartment fire in July.

## BACKGROUND

## DISCUSSION

## BUDGET

## RECOMMENDATION

**ATTACHMENTS**

St. Louis Park thank you

St. Louis Park
MINNESOTA

Experience LIFE in the Park

July 22, 2026

Dear Mayor Ryan, City Manager Hokkanen, and Chief Heger,

On behalf of the City of St. Louis Park, we want to extend our sincere gratitude for your response to the fire at the Helix Apartments in St. Louis Park on July 17, 2026.

Incidents of this scale remind us that no agency responds alone. The contributions of more than 20 fire, EMS, and support agencies made an extraordinary difference during a rapidly evolving incident. Working in extreme temperatures and challenging conditions, your team and others came together seamlessly to protect lives, care for people, and bring the fire under control.

While the property loss was significant, we are profoundly grateful that there were no fatalities or serious injuries. Please extend our appreciation to everyone in your organization who contributed to this response. Your willingness to answer the call is deeply appreciated.

The relationships that are built before emergencies occur are what make responses like this possible. We are fortunate to work alongside partners who consistently demonstrate professionalism, expertise, and a shared commitment to serving our communities.

Thank you again for your dedication to people in need, regardless of their home address.

Nadia Mohamed
Mayor

Kim Keller
City Manager

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Letter from Chanhassen to Met Council regarding Proposed Amendment to its Transportation Policy Plan | |
| **File No.** | | **Item No:** K.2 |
| **Agenda Section** | **CORRESPONDENCE DISCUSSION** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>N/A | |
| **Motion Type** | N/A |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

Met Council Comment Lettter from Chanhassen, August 2026

# CITY OF CHANHASSEN

A Community for Life

August 24, 2026

Dear Chair and Metropolitan Council Members:

Thank you for the opportunity to comment on the Draft 2050 Transportation Policy Plan (TPP) Amendment #3. We appreciate the Metropolitan Council's work to plan for our region's transportation needs and recognize the importance of a strong, connected, and equitable regional transit system.

As a mayor and community leader representing the City of Chanhassen, I am writing to respectfully ask that the southwest portion of the metropolitan region be more fully included in the conversation about future transportation investment, transit funding, and regional mobility.

We are among the fastest-growing communities in the metropolitan region, and Carver County is one of the fastest-growing counties in the state. According to the Minnesota State Demographic Center's most recent estimates, Carver County grew 10.4% between 2020 and 2025, making it the second-fastest-growing county in Minnesota. State projections also anticipate continued substantial growth in Carver County over the coming decades. This stands in contrast to other portions of the metropolitan region that are experiencing stagnant or declining populations.

Transportation planning must reflect the changing regional geography. Our community is continuing to experience residential, commercial, and employment growth. Our roadways remain in expansion and development modes, and our transportation needs are evolving alongside that growth. Planning for the next 25 years cannot rely solely on where the greatest transit demand exists today; it must also consider where people are moving, where jobs are being created, and where communities are expected to grow.

I also believe there is an important role for the region's suburban transit providers in meeting these needs. SouthWest Transit has demonstrated its ability to respond to the transportation patterns of southwest suburban communities, including providing flexible service and addressing the critical "last mile" connection that traditional fixed-route systems may not be well positioned to provide.

For many residents, access to transit does not begin at a major transit station. It begins with being able to get from their home to a transit connection, from a transit stop to their workplace, or from a neighborhood to a community destination. Flexible and demand-responsive services can play an important role in filling those gaps and extending the reach of the regional transit system.

I therefore respectfully offer the following comments:

• The regional transportation planning process should recognize the significant population growth occurring in Carver County and the southwest portion of the metropolitan region. Communities experiencing rapid growth have transportation needs that may not be adequately represented by current ridership patterns alone.

• We support continued investment in transit throughout the region, but believe funding decisions should

be based on a comprehensive assessment of both existing demand and anticipated future growth. A growing community should not have to wait for congestion or ridership to reach a crisis point before receiving meaningful consideration for transportation investment.

• The amendment should not presume that transitway projects should have first claim on unallocated Regional Transportation Sales and Use Tax revenues. Those resources should be evaluated against the full range of regional transportation needs, including fixed-route transit, suburban transit, demand-response service, first- and last-mile connections, and other services that improve access to the regional transportation network.

• Regional transit providers outside of Metro Transit should have a meaningful seat at the table when decisions are made about the allocation of future transit resources. SouthWest Transit and other suburban providers have direct experience with the transportation patterns, challenges, and opportunities in their communities and can provide a valuable perspective that should inform regional investment decisions.

• The region should recognize the complementary roles of different transit models. Fixed-route transit and transitways are important components of a regional network, but flexible and demand-responsive services can provide essential connections in lower-density and rapidly developing communities where traditional fixed-route service may not yet be the most effective or efficient solution.

• The transportation plan should give greater consideration to first- and last-mile mobility. Connecting residents to the broader regional network is essential to making regional transit truly accessible, particularly in communities where development patterns, employment centers, and housing growth are dispersed.

The City of Chanhassen and other surrounding communities, such as Chaska, Victoria, and Carver, represent a significant and growing part of the metropolitan region. We are not asking the Metropolitan Council to choose between transit investments in one part of the region and another. We are asking for a regional transportation strategy that recognizes that the needs of a growing southwest metro look different from those of an established urban corridor.

A successful regional transportation system should provide a continuum of options from high-capacity transitways to local fixed-route service, suburban express service, and flexible last-mile connections. It should be responsive to where residents live today while anticipating where they will live, work, and travel tomorrow.

I respectfully request that the Metropolitan Council engage regional transit providers and the communities they serve in a more comprehensive conversation about the future allocation of transportation resources, including both allocated and unallocated Sales and Use Tax revenues.

Our communities are growing, our transportation needs are changing, and we want to be partners in developing the regional transportation system that will serve the entire metropolitan area through 2050 and beyond.

Thank you for your consideration and for the opportunity to provide this comment.



Elise Ryan
Mayor

# City Council Item

August 31, 2026

| | | |
|---|---|---|
| **Item** | Letter from Representative Tom Emmer - Support for Fire and Emergency Response (SAFER) Grant Program | |
| **File No.** | | **Item No:** K.3 |
| **Agenda Section** | **CORRESPONDENCE DISCUSSION** | |
| **Prepared By** | Jenny Potter, City Clerk | |
| **Reviewed By** | | |

| | |
|---|---|
| **SUGGESTED ACTION**<br><br>N/A | |
| **Motion Type** | N/A |
| **Strategic Priority** | N/A |

**SUMMARY**

**BACKGROUND**

**DISCUSSION**

**BUDGET**

**RECOMMENDATION**

**ATTACHMENTS**

Letter from Representative Tom Emmer

TOM EMMER
6TH DISTRICT, MINNESOTA

HOUSE MAJORITY WHIP

COMMITTEES
FINANCIAL SERVICES
VICE CHAIR
SUBCOMMITTEE ON DIGITAL ASSETS, FINANCIAL TECHNOLOGY, AND ARTIFICIAL INTELLIGENCE

Congress of the United States
House of Representatives
Washington, DC 20515-2306

326 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-2331

DISTRICT OFFICES
9201 QUADAY AVENUE NE
SUITE 206
OTSEGO, MN 55330
(763) 241-6848

August 20, 2026

Cameron Hamilton
FEMA Administrator
U.S. Department of Homeland Security
500 C Street S.W.
Washington, DC 20472

**RE: Support for the City of Chanhassen's FY2025 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program**

Dear Administrator Hamilton,

I am writing in support of the City of Chanhassen's application to the Fiscal Year 2025 Federal Emergency Management Agency's (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. As you finalize these grants, I hope you strongly consider Chanhassen's application.

Chanhassen is a growing community of more than 26,000 residents, yet its fire department has just 11 full-time and 23 paid-on-call firefighters. The city is seeking funding for four additional full-time firefighters to strengthen daily staffing, improve emergency response, and ensure adequate personnel are available when residents, businesses, and visitors need them most.

The city's emergency call volume has increased 50 percent over the past five years, including 10 percent in the most recent year, and is projected to continue to grow. This increased demand underscores the need for additional staffing and resources. The City of Chanhassen is committed to the long-term success of these positions and to responsible stewardship of taxpayer resources. Federal support through the SAFER program would help the city establish a sustainable staffing model while maintaining local responsibility for the department's ongoing operations.

I respectfully request that you give this grant application your full and fair consideration. Please contact Emma Diehl at emma.diehl@mail.house.gov with any questions. Thank you for your consideration and continued support of communities working to strengthen emergency response and public safety.

Sincerely,

Tom Emmer

Tom Emmer
Member of Congress