AGENDA
CHANHASSEN CITY COUNCIL
MONDAY, JUNE 8, 2026
CITY COUNCIL CHAMBERS, 7700 MARKET BOULEVARD

A. 5:30 P.M. - WORK SESSION

Note: Unless otherwise noted, work sessions are held in the Training Room on the main 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 19011 Lake Drive East - Chapel Hill Academy Concept Plan

A.2 Traffic Safety Committee Annual Update

A.3 Future Work Session Schedule

B. 7:00 P.M. -ECONOMIC DEVELOPMENT AUTHORITY

B.1 Approve Economic Development Authority Meeting Minutes dated November 24, 2025

B.2 Resolution 2026:XX - Approving the Issuance of the TIF Note B (Frontier Redevelopment Project)

C. EDA - ADJOURNMENT

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

E. PUBLIC ANNOUNCEMENTS

E.1 State of the Library - Patrick Jones

F. 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.

F.1 Approve City Council Meeting Minutes dated May 18, 2026

F.2 Approve City Council Work Session Meeting Minutes dated May 18, 2026

F.3 Receive Environmental Commission Minutes dated April 8, 2026

F.4 Receive Planning Commission Minutes dated April 21, 2026

F.5 Receive Commission on Aging Minutes dated April 17, 2026

F.6 Receive Park and Recreation Commission Special Work Session Minutes dated April 24, 2026

F.7 Receive Park and Recreation Commission Minutes dated April 28, 2026

F.8 Approve Claims Paid dated June 8, 2026

F.9 Annual Lift Station Maintenance Project

F.10 Utility Crossing License Agreement with Twin Cities & Western Railroad for the Market Blvd Project

F.11 Approve a Site Plan Agreement for Building Additions and Site Alterations at Minnetonka Middle School West located at 6421 Hazeltine Boulevard

F.12 Approve a Memorandum of Understanding with the Rotary Club of Chanhassen for the 2026 4th of July Celebration

F.13 Approve Amendment to 2026 Chanhassen Farmers' Market Agreement

F.14 Approval of Agreement with Eastern Carver County Schools for Use of School District Property During the 2026 4th of July Celebration

F.15 Resolution 2026-XX: Authorize the City of Chanhassen to enter into a Grant Agreement with Carver County which will support Solid Waste Reduction and Recycling Projects

F.16 Resolution 2026-XX: Authorize the City of Chanhassen to Enter into a Grant Agreement with the Metropolitan Council to Support the City and State's Water Conservation Efforts

G. 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).

G.1 Balakrishna Chintaginjala Citizen Action Request

H. PUBLIC HEARINGS

H.1 Approval of Brew Pub Off-Sale, Brew Pub On-Sale, and Intoxicating Liquor Licenses for Lake Drive Tap located at 18651 Lake Drive East

I. GENERAL BUSINESS

J. COUNCIL PRESENTATIONS

K. ADMINISTRATIVE PRESENTATIONS

L. CORRESPONDENCE DISCUSSION

L.1 2026 Economic Development Activity Report, First Quarter

L.2 4th of July Parade Update

L.3 Xcel Energy Impact Report

M. 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

June 8, 2026

Item	19011 Lake Drive East - Chapel Hill Academy Concept Plan	
File No.		**Item No:** A.1
Agenda Section	**5:30 P.M. - WORK SESSION**	
Prepared By	Eric Maass, Community Development Director	
Reviewed By	Eric Maass	

SUGGESTED ACTION General discussion only	
Motion Type	N/A
Strategic Priority	Development & Redevelopment

SUMMARY

The property located at 19011 Lake Drive E is a former location of The Bernard Group. The property is guided for Office Industrial by the 2040 Comprehensive Plan and zoned Industrial Office Park (IOP). The current zoning designation is aligned with the future land use designation.

Chapel Hill Academy is exploring the potential of acquiring the property at 19011 Lake Drive E to be used as a school. A school is not allowed as a permitted, interim, or conditional use within the IOP zoning district. The only zoning district that allows for a traditional school is the Office Institutional (OI) zoning district. In order for a property to be eligible to be zoned as OI, it must be guided by the city's comprehensive plan for "Office" use.

As a result, a Comprehensive Plan Amendment would be required, as well as a rezoning in order for the property to be used as a school.

Representatives from Chapel Hill will be in attendance at the work session to present their proposal and answer questions from the City Council.

BACKGROUND

DISCUSSION

BUDGET

If used as a school, Chapel Hill would request that the property be removed from the tax rolls.

The property has an estimated market value of $11,500,000. It was last sold in September 2021 for $17,500,000 and is now listed for sale at $19,000,000. The 2025 taxes payable amount was $337,625.83. The city's portion of the tax is $30,368.44, and the school district's portion was approximately $55,000.

RECOMMENDATION

No formal recommendation.

ATTACHMENTS

Existing Conditions Property Survey
Chapel Hill Programming Diagram
Zoning Map
2040 Future Land Use Map
Proposed Development Email sent 06-04-2026

American National

Commercial Real Estate
Due Diligence Management

3465 South Arlington Rd Suite E#183
Akron, OH 44312

866.290.8121
www.amnational.net

ALTA/NSPS Land Title Survey

POLAR INDUSTRIAL

SURVEYOR CERTIFICATION

DELL FIVE BUSINESS PARK J

19011 LAKE DRIVE EAST
CHANHASSEN, MN 55317
COUNTY OF CARVER

TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY; AND AMERICAN NATIONAL, LLC, THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10A, 13, 14, 16, 17, 18, 19, 20, 21 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 22, 2019.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAW OF THE STATE OF MINNESOTA.

ROBERT J. WINNICKI

LAND SURVEYOR NUMBER: 57628
IN STATE OF: MINNESOTA
DATE OF PLAT OR MAP: JANUARY 7, 2020
DATE OF LAST REVISION: JANUARY 8, 2020
NETWORK REFERENCE #20191786-020

SURVEY PREPARED BY:
BLEW & ASSOCIATES, P.A.
3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
SURVEY UPDATES: SURVEYS@AMNATIONAL.NET

PRELIMINARY

DRAWN BY: CS
JOB REF. #19-6967

Legal Description

LOT 5, BLOCK 1, SOUTHWEST TECH CENTER, ACCORDING TO THE RECORDED PLAT THEREOF, AND SITUATE IN HENNEPIN COUNTY, MINNESOTA.

TOGETHER WITH THE BENEFIT OF NON-EXCLUSIVE APPURTENANT EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS EXECUTED BY CSM INVESTORS, INC., A MINNESOTA CORPORATION, DATED JUNE 13, 2000, FILED JUNE 14, 2000, AS DOCUMENT NUMBER 7310545, OFFICE OF COUNTY RECORDER, HENNEPIN COUNTY, MINNESOTA, CREATING RECIPROCAL EASEMENTS OVER AND ACROSS LOTS 1, 2, 3, 4 AND 5, BLOCK 1, SOUTHWEST TECH CENTER, HENNEPIN COUNTY, MINNESOTA

BEING THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 304494NCT-15, WITH AN EFFECTIVE DATE OF NOVEMBER 14, 2019 AT 7:00 A.M.

Site Information

19011 LAKE DRIVE EAST
CHANHASSEN, MN 55317
COUNTY OF CARVER
APN: 1811622220009

Zoning Information

STATUS	*PROPERTY IS CURRENTLY ZONED: IOP, INDUSTRIAL OFFICE PARK DISTRICT*		STATUS
ITEM	REQUIRED	OBSERVED	Contact Info: The Planning & Zoning Resource Company 1500 South Meridian Avenue, Suite 400 Oklahoma City, OK 73108 405-840-4544 *PZR Site #1563346-20* *Date: January 3, 2020*
PERMITTED USE	OFFICE/WAREHOUSE	OFFICE/WAREHOUSE	
MIN. LOT AREA	1 ACRE	849,517 SQ. FT.	
MIN. FRONTAGE	150.0'	1,171.62'	
MAX. BLDG COVERAGE	70.0%	18.37%	
MIN. SETBACKS FRONT	30.0'	109.10'	
MIN. SETBACKS SIDE	10.0'	267.73'	Notes:
MIN. SETBACKS REAR	10.0'	347.31'	Because there may be a need for interpretation of the applicable zoning codes, we refer you to Hennepin County Planning for zoning laws and applicable codes.
MAX BUILDING HEIGHT	50.0'	26'	
PARKING REGULAR	N/A	686	
PARKING HANDICAP	N/A	15	
PARKING TOTAL	180	701	

PARKING SPACE FORMULA: OFFICE BUILDINGS OVER 100,000: 3 SPACES PER 1,000 SQUARE FEET (38,700 SQUARE FEET PER RENT ROLL) (38,700/1,000) X 3 = 116 SPACES

WAREHOUSE BUILDING: 1 SPACE PER 1,000 SQUARE FEET OF GROSS FLOOR UP TO 10,000 AND 1 ADDITIONAL SPACE FOR EACH ADDITIONAL 2,000 SQUARE FEET, PLUS 1 SPACE FOR EACH COMPANY VEHICLE OPERATING FROM THE PREMISES.

(117,635 SQUARE FEET, PER RENT ROLL; 0 COMPANY VEHICLES, PER REVIEW OF AERIAL IMAGERY) (10,000 / 1,000) + (107,635 / 2,000) = 64 (116+64=180 TOTAL PARKING SPACES)

Legend of Symbols & Abbreviations

SURVEY FEATURES
- BOUNDARY LINE
- FORTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- TREE LINE
- TREE

EASEMENTS
- INGRESS & EGRESS EASEMENT
- BUILDING SET BACK
- UTILITY EASEMENT

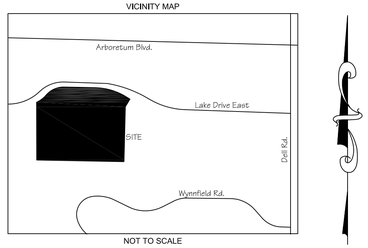
UTILITY LINES
- WATER LINE
- OVERHEAD POWER LINE
- SEWER LINE
- FLOW LINE
- GAS LINE
- FIBER OPTIC
- TELEPHONE LINE

SURVEYING SYMBOLS
- SET/FOUND REBAR
- SET/FOUND NAIL
- SET / FOUND PK NAIL
- FOUND CHISELED "X"
- FOUND MONUMENT (AS NOTED)
- FOUND PIPE
- COMPUTED POINT
- SET/FOUND CONC. MONUMENT
- SET/FOUND COTTON SPINDLE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- C/L CENTERLINE OF ROAD
- R/W RIGHT-OF-WAY
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- B/H BUILDING HEIGHT LOCATION

UTILITY SYMBOLS
- SANITARY SEWER
- MANHOLE
- POWER POLE
- WATER VALVE
- GAS METER
- ELECTRICAL BOX
- HANDICAP PARKING
- TELEPHONE PEDESTAL
- WATER METER
- SEPTIC LID
- FIRE HYDRANT
- STORM WATER
- LIGHT
- BOLLARD
- CLEAN-OUT

SURVEY FEATURE HATCHES
- ASPHALT
- CONCRETE
- POND
- GRAVEL
- FLOOD ZONE

VICINITY MAP



NOT TO SCALE

Notes Corresponding to Schedule B

(9.) 9. SEWER EASEMENTS, TOGETHER WITH ACCESS AND INCIDENTAL RIGHTS, CONVEYED TO THE METROPOLITAN SEWER BOARD AND THE VILLAGE OF CHANHASSEN, AS SET FORTH IN EASEMENT DATED MAY 13, 1971, FILED JUNE 8, 1971, AS DOCUMENT NUMBER 3887952, NOTE: THE TEMPORARY CONSTRUCTION EASEMENTS WERE RELEASED AND TERMINATED AS EVIDENCE BY INSTRUMENTS FILED AS DOCUMENT NO.'S 6532355 AND 6601685.
(AFFECTS, BLANKET IN NATURE.)

(10.) 10. SANITARY SEWER EASEMENT, TOGETHER WITH INCIDENTAL RIGHTS, CONVEYED TO THE METROPOLITAN WASTE CONTROL COMMISSION, AS SET FORTH IN EASEMENT AGREEMENT DATED JULY 2, 1984, FILED JANUARY 18, 1985, AS DOCUMENT NUMBER 4960574.
(AFFECTS, PLOTTED AND SHOWN.)

(11.) 11. DRAINAGE AND UTILITY EASEMENTS AS SHOWN ON THE RECORDED PLAT OF SOUTHWEST TECH CENTER FILED AS DOCUMENT NUMBER 7206593 PARTIALLY VACATED AS EVIDENCE BY RESOLUTION NO. 99-80 FILED JUNE 14, 2000 AS DOCUMENT NO. 7310544.
(AFFECTS, PLOTTED AND SHOWN.)

(12.) 12. DEVELOPMENT CONTRACT, AND THE TERMS, CONDITIONS AND OBLIGATIONS SET FORTH THEREIN, DATED MAY 6, 1996, FILED JULY 2, 1996, AS DOCUMENT NUMBER 6601394 BY AND BETWEEN THE CITY OF CHANHASSEN AND CHANHASSEN HOLDINGS, INC.
(AFFECTS, BLANKET IN NATURE.)

(13.) 13. DEVELOPMENT CONTRACT, AND THE TERMS, CONDITIONS AND OBLIGATIONS SET FORTH THEREIN, INCLUDING OBLIGATIONS REGARDING CREATION OF EASEMENTS, DATED SEPTEMBER 13, 1999, FILED OCTOBER 29, 1999, AS DOCUMENT NUMBER 7206594, BY AND BETWEEN THE CITY OF CHANHASSEN, AND CSM INVESTORS, INC., A MINNESOTA CORPORATION
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS.)

(14.) 14. MATTERS SHOWN ON THE SURVEY BY RLK - KUUSISTO, LTD., DATED APRIL 18, 2000, LAST REVISED JUNE 6, 2000, PROJECT NO. 2000234M AS FOLLOWS:
A) WATERLINE WHICH CROSSES OVER THE LAND SERVICE ADJACENT PROPERTIES IS NOT LOCATED WITHIN A WATERMAIN OR WATERLINE EASEMENT, NOR WITHIN A UTILITY EASEMENT OF RECORD.
(AFFECTS, SHOWN IN APPROXIMATE LOCATION PER RECORD DOCUMENT AS ENCROACHMENT.)

(15.) 15. DECLARATION OF EASEMENTS EXECUTED BY CSM INVESTORS, INC., A MINNESOTA CORPORATION, AND THE EASEMENTS, OBLIGATIONS (INCLUDING PAYMENT OF COSTS AND FEES REFERENCED THEREIN), TERMS, CONDITIONS AND RESTRICTIONS SET FORTH THEREIN, DATED JUNE 13, 2000, FILED JUNE 14, 2000, AS DOCUMENT NUMBER 7310545, OFFICE OF COUNTY RECORDER, CREATING RECIPROCAL EASEMENTS BETWEEN LOTS 1, 2, 3, 4 AND 5 OF BLOCK 1, SOUTHWEST TECH CENTER.
(AFFECTS, PLOTTED AND SHOWN IN APPROXIMATE LOCATION.)

(16.) 16. TERMS AND CONDITIONS OF CITY OF CHANHASSEN SITE PLAN PERMIT NO. 99-16 SPECIAL PROVISIONS FILED MAY 23, 2001 AS DOCUMENT NO. 7476614.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS.)

FLOOD NOTE: By graphic plotting only, this property is in Zone "X–UNSHADED" of the Flood Insurance Rate Map, Community Panel No. 27053C0410F, which bears an effective date of 11/04/2016 and is not in a Special Flood Hazard Area.

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

Encroachment Notes

(E) A WATERLINE CROSSES OVER THE PROPERTY IN SEVERAL SPOTS WITHOUT THE BENEFIT OF A KNOWN EASEMENT OR WATER MAIN.

Miscellaneous Notes

(MN1) SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

(MN2) DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

(MN3) AT THE TIME OF THE ALTA SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF EARTH WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

(MN4) AT THE TIME OF THE ALTA SURVEY THERE WERE NO CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION OR OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.

(MN5) AT THE TIME OF THE ALTA SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.

(MN6) AT THE TIME OF THE ALTA SURVEY THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, ISOLATED GRAVE SITE OR BURIAL GROUNDS.

(MN7) TOTAL NUMBER OF PARKING SPACES IS 701, WHICH INCLUDES 15 DESIGNATED HANDICAPPED SPACES.

(MN8) COMPLETED FIELD WORK WAS DECEMBER 22, 2019.

(MN9) THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH PROPERTY LINE WHICH BEARS S88°48'17"E PER GPS COORDINATE OBSERVATIONS MINNESOTA STATE PLANE, SOUTHERN ZONE, NAD83.

(MN10) THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF LAKE DRIVE EAST AND DAKOTA AVENUE, BEING LOCATED APPROXIMATELY 800'± FROM THE NORTHWEST CORNER OF THE SUBJECT PROPERTY.

(MN11) THE SUBJECT PROPERTY HAS DIRECT ACCESS TO LAKE DRIVE EAST, BEING A PUBLICLY DEDICATED RIGHT-OF-WAY.

(MN12) EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

(MN13) THERE IS NO EVIDENCE OF ANY DELINEATED WETLAND AREAS, PER THE U.S. FISH & WILDLIFE SERVICE NATIONAL WETLANDS INVENTORY WEBSITE. NO MARKERS FROM A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST WERE OBSERVED DURING THE COURSE OF THE ALTA SURVEY.

(MN14) THE FOLLOWING ITEMS, IF ANY, ARE PLOTTED ON THE SURVEY TO THE EXTENT REFERENCED ON THE APPLICABLE TITLE COMMITMENT: (I) ALL PLOTTABLE AREAS DENOTED IN THE RECIPROCAL EASEMENT AGREEMENTS AND (II) THE BOUNDARY LIMITS ONLY OF ALL OFFSITE APPURTENANT EASEMENTS.

(MN15) IN REGARDS TO ALTA TABLE A ITEM 10(A), NO VISIBLE CERTAIN DIVISION OR PARTY WALLS WITH RESPECT TO ADJOINING PROPERTIES WERE OBSERVED AT THE TIME THE FIELDWORK WAS PERFORMED, NOR WERE ANY DESIGNATED BY THE CLIENT, NECESSARY PERMISSIONS WERE NOT PROVIDED.

(MN16) BEARINGS BASED ON GRID NORTH FOR MINNESOTA COORDINATE SYSTEM, SOUTHERN ZONE, NAD83.
LATITUDE = N44°51'36.550677", LONGITUDE = W93°31'01.830264"
CONVERGENCE ANGLE = 00°20'18.33148"
DISTANCES SHOWN ON PLAT ARE GRID. COMBINED SCALE FACTOR (GRID TO GROUND) = 1.000098077618

(MN17) SCHEDULE BE ITEM #15 IS THE SAME AS THE "TOGETHER WITH" NON-EXCLUSIVE EASEMENTS NOTED IN THE RECORD LEGAL DESCRIPTION, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NO. 304494NCT-15, WITH AN EFFECTIVE DATE AND TIME OF NOVEMBER 14, 2019 AT 7:00 A.M.

(MN18) THE LAND SHOWN HEREON IS THE SAME AS THAT DESCRIBED IN THE VESTING DEED HAVING A DOCUMENT NUMBER OF 7114219, DATED MAY 18, 1999.

American National

Commercial Real Estate
Due Diligence Management

3465 South Arlington Rd Suite E#183
Akron, OH 44312

866.290.8121
www.amnational.net

Legend of Symbols & Abbreviations

SURVEY FEATURES
- BOUNDARY LINE
- FORTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE

EASEMENTS
- INGRESS & EGRESS EASEMENT
- BUILDING SET BACK
- UTILITY EASEMENT

UTILITY LINES
- WATER LINE
- OVERHEAD POWER LINE
- SEWER LINE
- FLOW LINE
- GAS LINE
- FIBER OPTIC
- TELEPHONE LINE

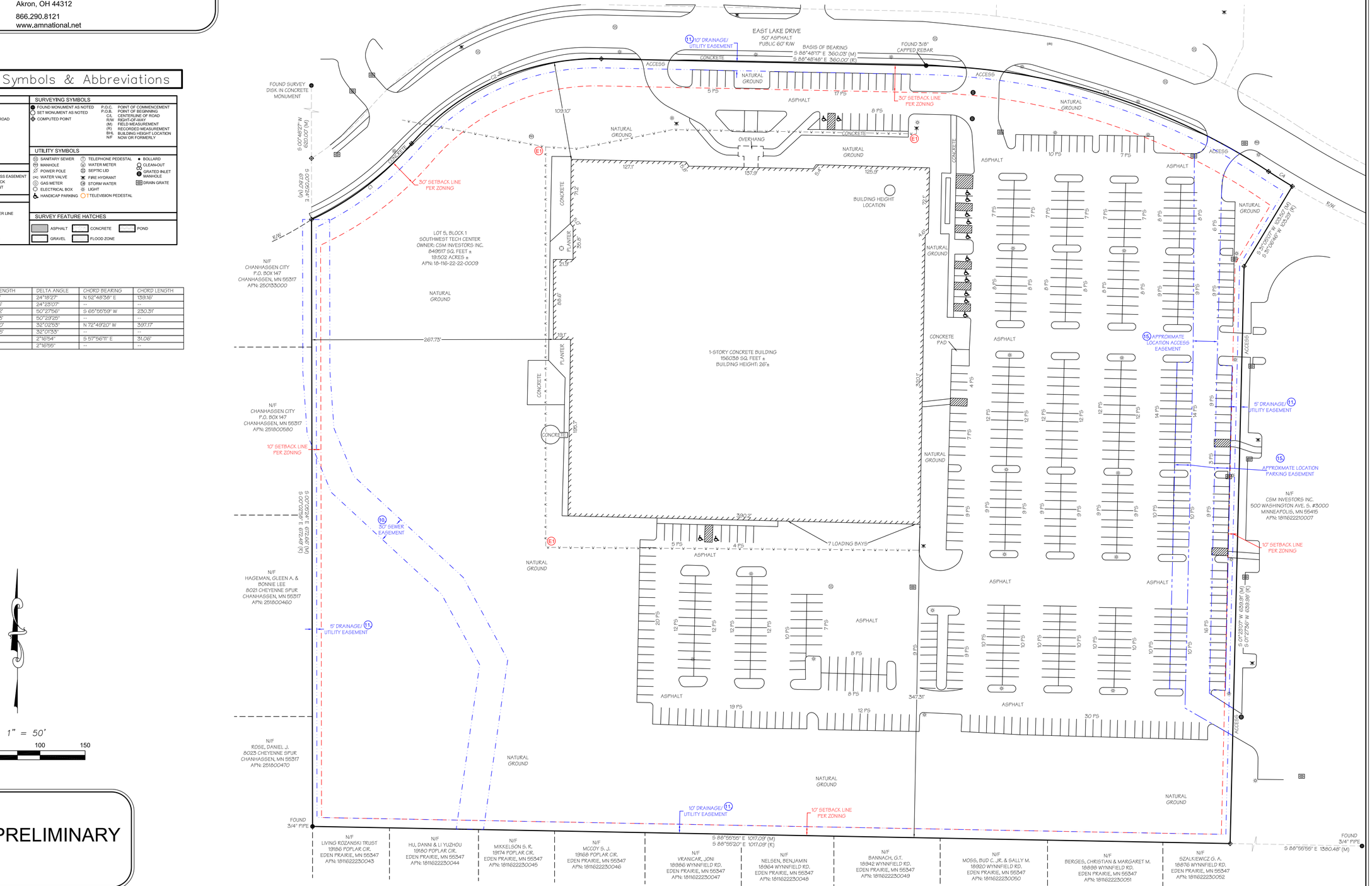
SURVEYING SYMBOLS
- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTED POINT

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
C/L CENTERLINE OF ROAD
R/W RIGHT-OF-WAY
(M) FIELD MEASUREMENT
(R) RECORDED MEASUREMENT
B/H BUILDING HEIGHT LOCATION
N/F NOW OR FORMERLY

UTILITY SYMBOLS
- SANITARY SEWER
- MANHOLE
- POWER POLE
- WATER VALVE
- GAS METER
- ELECTRICAL BOX
- HANDICAP PARKING
- TELEPHONE PEDESTAL
- WATER METER
- SEPTIC LID
- FIRE HYDRANT
- STORM WATER
- LIGHT
- TELEVISION PEDESTAL
- BOLLARD
- CLEAN-OUT
- GRATED INLET MANHOLE
- DRAIN GRATE

SURVEY FEATURE HATCHES
- ASPHALT
- CONCRETE
- POND
- GRAVEL
- FLOOD ZONE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1 (M)	330.50'	140.21'	24°18'27"	N 52°48'38" E	139.16'
C1 (R)	330.50'	140.46'	24°23'07"	--	--
C2 (M)	270.12'	237.92'	50°27'56"	S 65°56'59" W	230.31'
C2 (R)	270.00'	237.93'	50°29'25"	--	--
C3 (M)	719.41'	402.40'	32°02'53"	N 72°43'20" W	397.17'
C3 (R)	720.00'	402.45'	32°01'33"	--	--
C4 (M)	780.00'	31.06'	2°16'54"	S 57°56'11" E	31.06'
C4 (R)	780.00'	31.06'	2°16'55"	--	--

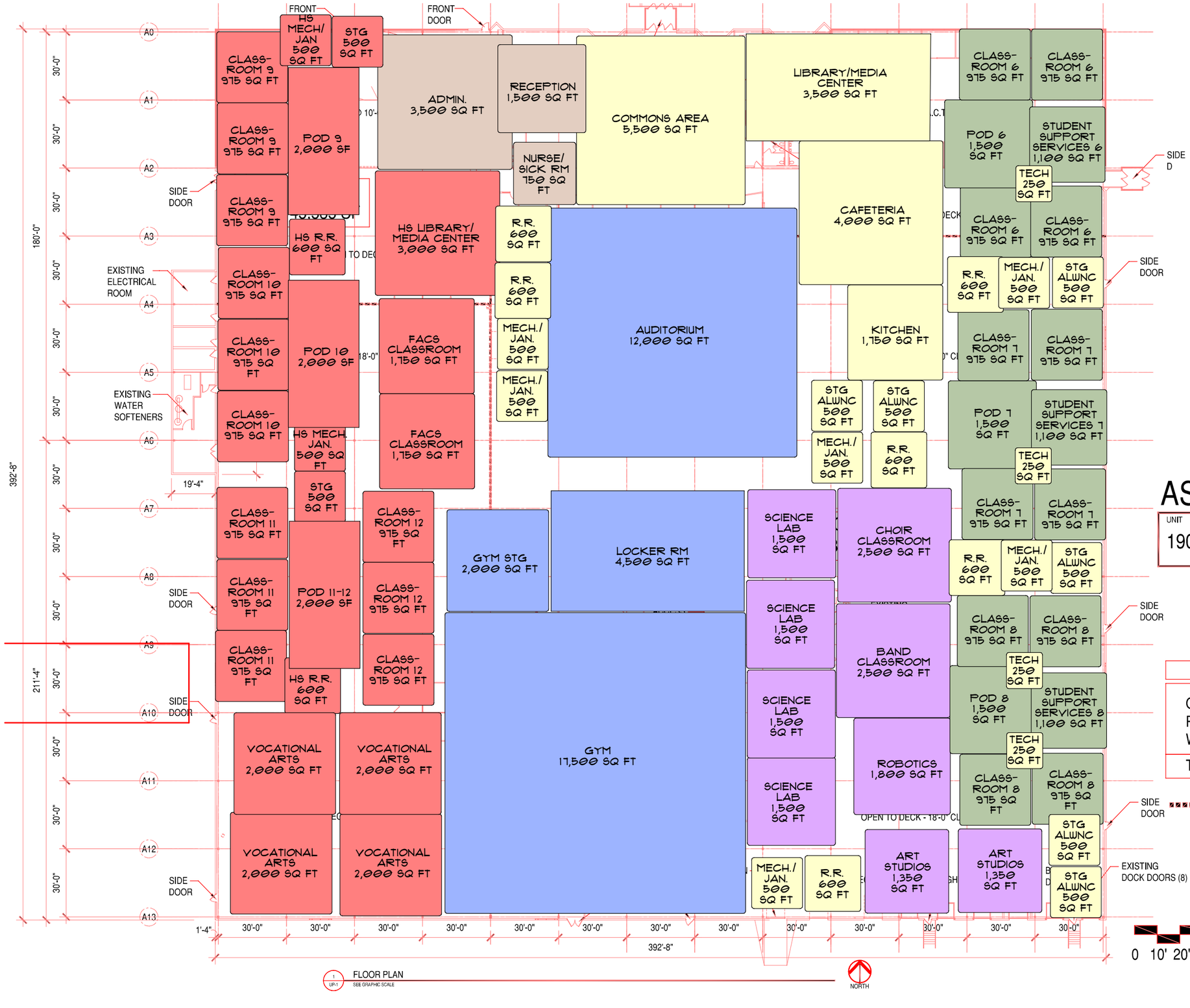


SCALE: 1" = 50'

0 50 100 150

BLEW & ASSOCIATES, P.A.
3825 N. SHILOH DRIVE
FAYETTEVILLE, AR 72703
479-443-4506
SURVEY@BLEWINC.COM
DRAWN BY: CS
JOB REF. #19-8967

PRELIMINARY



AS-BUILT UNIT PLAN

UNIT	AS OF	VERSION
19011A	7/24/19	UP - 1

TENANT SUMMARY - AVAILABLE	
OFFICE	45,535 SF
PRODUCTION	36,690 SF
WAREHOUSE	74,108 SF
TOTAL	156,333 SF

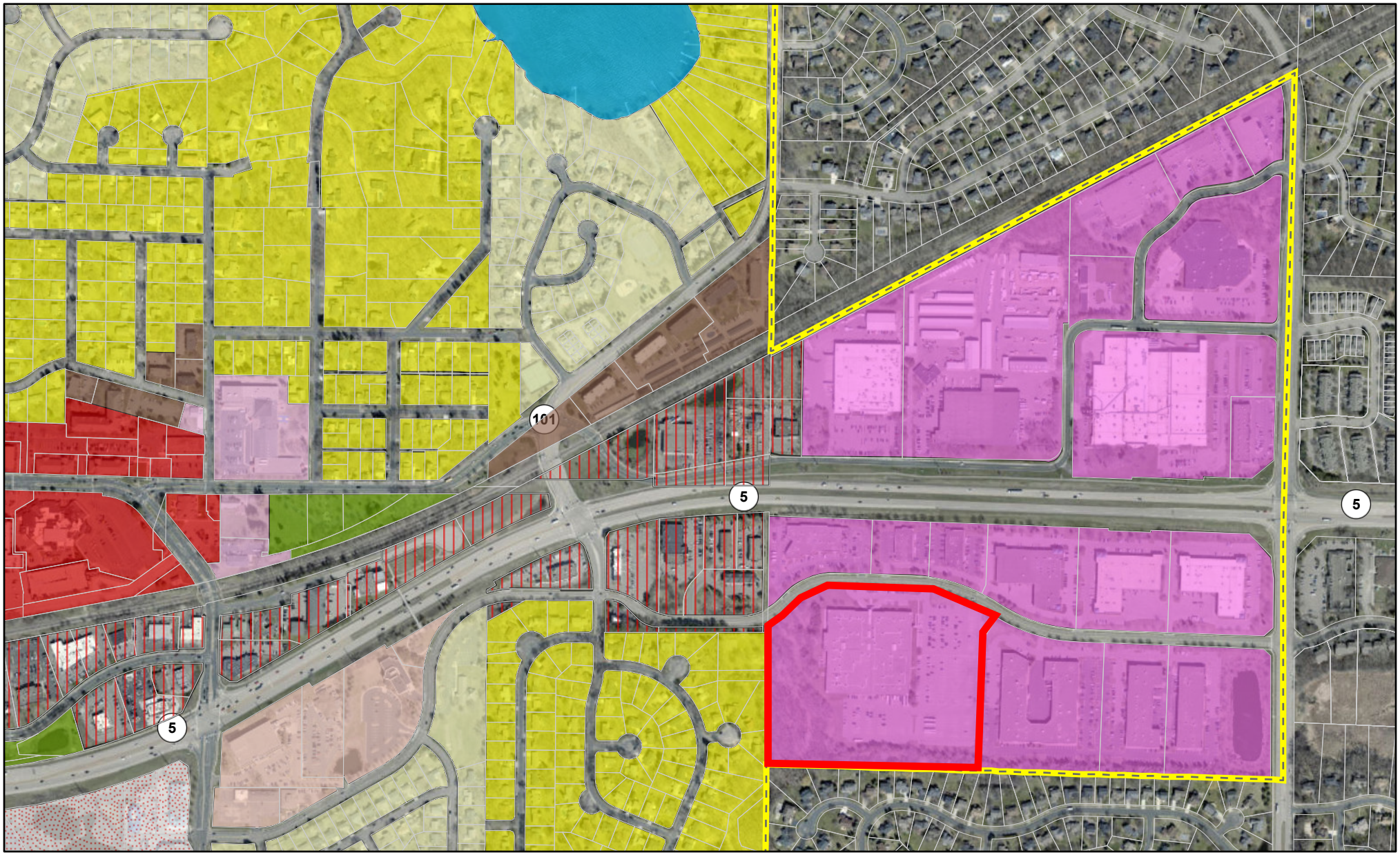
DASHED LINE INDICATES OFFICE/ WAREHOUSE/PRODUCTION SEPARATION

STG - STORAGE
ALWNC- ALLOWANCE
R.R.- RESTROOM
MECH.- MECHANICAL
JAN- JANITORIAL
RM- ROOM

1 UP-1 FLOOR PLAN
SEE GRAPHIC SCALE

NORTH

Zoning Map



City Boundary
Parcels
Zoning
A2
BH
BN
CBD
IOP
OI
PUD
PUDR
R12
RD
RSF

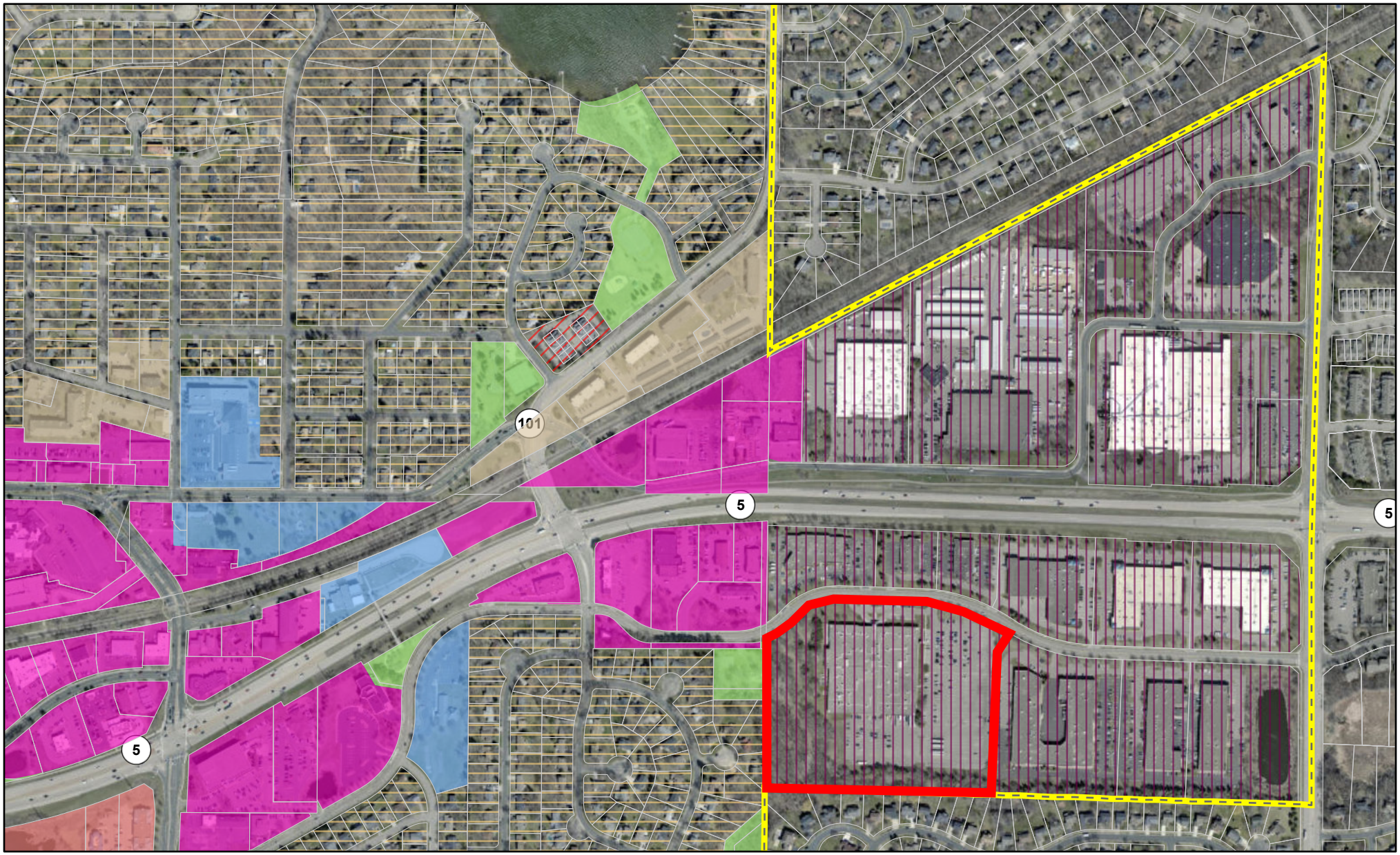
19011 Lake Drive E - Property Location

1 in = 629 Ft

N

June 3, 2020

2040 Future Land Use Map



City Boundary
Parcels
Landuse 2040
Commercial
Residential Medium Density
Residential Low Density
Residential High Density
Office Industrial
Parks / Open Space
Public / Semi Public
Mixed
19011 Lake Drive E - Property Location

1 in = 594 Ft

N

June 3, 2020

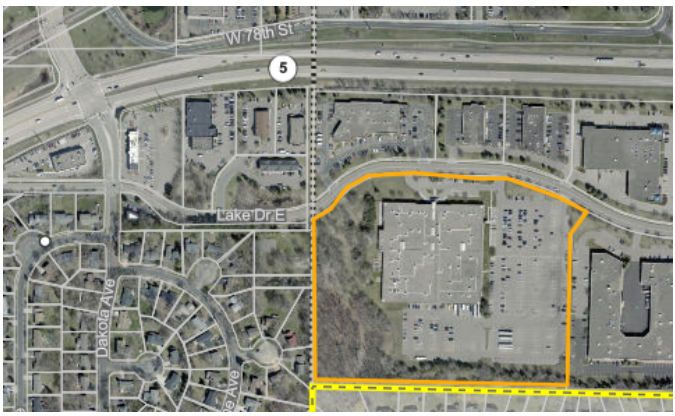
CITY OF CHANHASSEN

Proposed Development Projects

Stay informed about upcoming meetings and discover the latest updates on development projects happening across Chanhassen.

Potential Development

- During the June 8 City Council Work Session, the City Council will review a sketch plan for a potential reuse of the property located at 19011 Lake Drive East.
- Chapel Hill Academy is exploring the potential to use the site as a school.
- The 2040 Comprehensive Plan and zoning district does not currently allow for a school at this site. The project would require a Comprehensive Plan Amendment and would need to be rezoned if it moves forward.
- Representatives from Chapel Hill Academy are seeking initial feedback from the City Council about the concept plan.
- For additional information on the sketch plan, please view the June 8 City Council agenda, and navigate to item A.1 19011 Lake Drive East - Chapel Hill Academy Concept Plan.
- **No formal application has been submitted at this time.**



Click on aerial view image to enlarge.

Planning Projects Information

Meeting Agendas

Stay Connected with Chanhassen, MN:

SUBSCRIBER SERVICES:
Manage Subscriptions | Unsubscribe | Help

City Council Item

June 8, 2026

Item	Traffic Safety Committee Annual Update	
File No.	N/A	**Item No:** A.2
Agenda Section	**5:30 P.M. - WORK SESSION**	
Prepared By	Charlie Howley, Director of Public Works/City Engineer	
Reviewed By	Laurie Hokkanen	

SUGGESTED ACTION N/A - Discussion only	
Motion Type	N/A
Strategic Priority	Operational Excellence

SUMMARY

Members of the City's Traffic Safety Committee (TSC) will give an update to the City Council covering the cases reviewed, metrics, and other actions they took over the past year.

Traffic safety has a dedicated page on the city's website located here: https://www.chanhassenmn.gov/departments/public-works/engineering-gis/traffic-concerns

BACKGROUND

The TSC was formed in 2020 and they meet monthly to discuss cases that have come in along with other traffic safety-related items.

DISCUSSION

N/A

BUDGET

N/A

RECOMMENDATION

N/A

ATTACHMENTS

City Council Item

June 8, 2026

Item	Future Work Session Schedule	
File No.		**Item No:** A.3
Agenda Section	**5:30 P.M. - WORK SESSION**	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By	Laurie Hokkanen	

SUGGESTED ACTION N/A	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

June 22, 2026
- Chanhassen Community Center bid award
- Stormwater Ponds Maintenance (may be moved to July 13)
- Preliminary 2027 Budget and Levy discussion

July 13, 2026
- Avienda update
- City Council Roundtable

August 24, 2026
- Review early draft of 2027 General Fund Budget & Levy

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

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

June 8, 2026

Item	Approve Economic Development Authority Meeting Minutes dated November 24, 2025	
File No.		**Item No:** B.1
Agenda Section	7:00 P.M. -ECONOMIC DEVELOPMENT AUTHORITY	
Prepared By	Jenny Potter, City Clerk	
Reviewed By	Laurie Hokkanen	

SUGGESTED ACTION

"The Chanhassen Economic Development Authority approves the meeting minutes dated November 24, 2025."

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

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

The Chanhassen Economic Development Authority approves the meeting minutes dated November 24,

2025

ATTACHMENTS

EDA minutes dated November 24, 2025

CHANHASSEN CITY COUNCIL
ECONOMIC DEVELOPMENT AUTHORITY MEETING
MINUTES
NOVEMBER 24, 2025

Mayor Ryan called the meeting to order at 7:00 p.m.

COUNCIL MEMBERS PRESENT: Mayor Ryan, EDA Member Schubert, EDA Member von Oven, EDA Member McDonald, EDA Member Kimber.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Laurie Hokkanen, City Manager.

PUBLIC PRESENT: None.

1. Approve Economic Development Authority Meeting Minutes dated December 9, 2024

EDA Member Schubert moved, EDA Member Kimber seconded to approve the Economic Development Authority Meeting Minutes dated December 9, 2024. All voted in favor and the motion carried unanimously with a vote of 5 to 0.

2. Release of Contract for Private Redevelopment Agreement for the Property located at 951 W 78th Street

Laurie Hokkanen, City Manager, noted this item is for consideration of cleaning up the title work associated with the property at 951 W 78th Street before sale to a new owner.

EDA Member Kimber moved, EDA Member von Oven seconded that the Chanhassen Economic Development Authority approve the release of the Contract for Private Redevelopment for property located at 951 W 78th Street. All voted in favor and the motion carried unanimously with a vote of 5 to 0.

ADJOURNMENT

EDA Member Schubert moved, EDA Member McDonald seconded to adjourn the meeting. All voted in favor and the motion carried unanimously with a vote of 5 to 0. The Economic Development Authority meeting was adjourned at 7:02 p.m.

Submitted by Laurie Hokkanen
City Manager

City Council Item

June 8, 2026

Item	Resolution 2026:XX - Approving the Issuance of the TIF Note B (Frontier Redevelopment Project)	
File No.		**Item No:** B.2
Agenda Section	7:00 P.M. -ECONOMIC DEVELOPMENT AUTHORITY	
Prepared By	Kelly Grinnell, Finance Director	
Reviewed By		

SUGGESTED ACTION "The Chanhassen Economic Development Authority approves the issuance of the TIF Note B."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	Financial Sustainability

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

DOCSOPEN-#1092376-v1.docx
DOCSOPEN-#1092394-v1.docx

To the Chanhassen Economic Development Authority (the "EDA")
Attention: Executive Director

_____, 2026

Re: [$3,406,706] Tax Increment Revenue Note B (Frontier Redevelopment Project)

The undersigned, with respect to the [$3,406,706] in combined principal and interest amount of the above-captioned Tax Increment Revenue Note B (Frontier Redevelopment Project) (the "Note"), hereby represents to you and to Kennedy & Graven, Chartered, Minneapolis, Minnesota, as legal counsel to the EDA, as follows:

1. We understand and acknowledge that the Note is delivered to The Venue on 78th, LLC, a Minnesota limited liability company, the Purchaser, on this date pursuant to the Contract for Private Redevelopment by and between the EDA and the Chanhassen Frontier LLC, a Delaware limited liability company (the "Redeveloper"), dated May 25, 2018 (the "Agreement").

2. The Note is payable from Available Tax Increment pledged to the Note and, if necessary, such additional funds as provided for in the Agreement.

3. We have sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by the above-stated amount of the Note.

4. We acknowledge that no offering statement, prospectus, offering circular or other comprehensive offering document or disclosure containing material information with respect to the EDA and the Note has been issued or prepared by the EDA, and that, in due diligence, we have made our own inquiry and analysis with respect to the EDA, the Note and the security therefor, and other material factors affecting the security and payment of the Note.

5. We acknowledge that we have either been supplied with or have access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and we have had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the EDA, the Note and the security therefor, and that as reasonable investors we have been able to make our decision regarding the above-stated amount of the Note.

6. We have been informed that the Note (i) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, or under federal securities laws or regulations, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

7. We acknowledge that the EDA and Kennedy & Graven, Chartered, as legal counsel to the EDA, have not made any representations or warranties as to the status of the Note for the purpose of federal or state income taxation.

8. We represent to you that our involvement with the Note is for our own account and not for resale or other distribution thereof, except to the extent otherwise provided in the Note or as otherwise approved in writing by the EDA.

9. All capitalized terms used herein have the meaning provided in the Agreement unless the context clearly requires otherwise.

10. Our federal tax identification number is _____.

IN WITNESS WHEREOF, the undersigned has executed this Investment Letter as of the date and year first written above.

By: _____,the _____ of The Venue on 78th, LLC, a Minnesota limited liability company, on behalf of the company

CHANHASSEN ECONOMIC DEVELOPMENT AUTHORITY

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF, AND PROVIDING THE FORM, TERMS, COVENANTS AND DIRECTIONS FOR THE ISSUANCE OF ITS TAXABLE TAX INCREMENT REVENUE NOTE B (FRONTIER REDEVELOPMENT PROJECT), SERIES 2026_ IN A PRINCIPAL AMOUNT NOT TO EXCEED [$3,406,706]

BE IT RESOLVED BY the Chanhassen Economic Development Authority (the "EDA"), as follows:

Section 1. Authorization; Award of Sale.

1.01. Authorization. The EDA has heretofore approved the establishment of Tax Increment Financing District No. 11 (the "TIF District") within the Downtown Chanhassen Redevelopment Project Area ("Redevelopment Project"), and has adopted a tax increment financing plan for the purpose of financing certain improvements within the Redevelopment Project.

Pursuant to Minnesota Statutes, Section 469.178, the EDA is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Redevelopment Project. The bonds are payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the bonds. The EDA hereby finds and determines that it is in the best interest of the EDA that it issue and sell its taxable Tax Increment Revenue Note B (Frontier Redevelopment Project), Series 2026_ (the "Note"), in the principal amount of [$3,406,706], for the purpose of financing certain public costs of the Redevelopment Project.

1.02. Issuance, Sale and Terms of the Note. The EDA has previously approved the Contract for Private Redevelopment between the EDA and Chanhassen Frontier LLC, a Delaware limited liability company (the "Agreement"). The Note will be dated as of the date of delivery. No interest will be paid on the Note. The Note will be issued to The Venue on 78th, LLC, a Minnesota limited liability company (the "Owner"). In exchange for the EDA's issuance of the Note to the Owner, special assessments have been levied by the City of Chanhassen against the Owner's Apartment Parcel and Site Improvement Parcel pursuant to Minnesota Statutes, Chapter 429. The Note will be delivered in the amount of [$3,406,706] for reimbursement of the principal and interest payable by the Owner on the special assessments in accordance with the terms of Section 3.6 of the Agreement.

Section 2. Form of Note. The Note will be in substantially the following form, with the blanks to be properly filled in and the principal amount and payment schedule adjusted as of the date of issue:

UNITED STATE OF AMERICA
STATE OF MINNESOTA
CARVER COUNTY
CHANHASSEN ECONOMIC DEVELOPMENT AUTHORITY

No. R-1 [$3,406,706]

TAXABLE TAX INCREMENT REVENUE NOTE B
(FRONTIER REDEVELOPMENT PROJECT)
SERIES 2026__

Rate	Date of Original Issue
Zero	June 8, 2026

The Chanhassen Economic Development Authority (the "EDA"), for value received, certifies that it is indebted and hereby promises to pay to The Venue on 78th, LLC, a Minnesota limited liability company, or registered assigns (the "Owner"), the principal sum of [$3,406,706] with no interest, as and to the extent set forth herein.

1. Payments. Payments on the Note will be paid on August 1, 2026, and each February 1 and August 1 thereafter until the earlier of payment in full or February 1, 2045 ("Payment Dates"), in the amounts and from the sources set forth in Section 3 herein. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. No interest will be paid on the Note.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which will mean, on each Payment Date, 95 percent of the Tax Increment attributable to the Redevelopment Property and Minimum Improvements and paid to the EDA by Carver County in the six months preceding the Payment Date, and, if necessary, from such additional funds legally available to the EDA, all as provided for and as such terms are defined in the Contract for Private Redevelopment between the EDA and Chanhassen Frontier LLC, a Delaware limited liability company dated as of May 25, 2018 (the "Agreement"). Available Tax Increment will not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under the Agreement.

Except as specifically provided for herein and the Agreement, the EDA will have no obligation to pay the principal amount of this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the EDA to pay the entire amount of principal on this Note on any Payment Date will not constitute a default hereunder as long as the EDA pays principal hereon to the extent of Available Tax Increment and as provided in the Agreement. The EDA will have no obligation to pay unpaid balance of principal that may remain after the final Payment on February 1, 2045. Notwithstanding the above limitation on the source of payment on

the Note, the EDA agrees to make payments from such sources legally available to the EDA sufficient to meet the Owner's obligations for special assessment levied by the City of Chanhassen against the Apartment Parcel and the Site Improvement Parcel for the Public Improvement Project, as those terms are defined in the Agreement.

4. Optional Prepayment. The principal sum of this Note is pre-payable in whole or in part at any time by the EDA without premium or penalty. No partial prepayment will affect the amount or timing of any other regular payment otherwise required to be made under this Note.

5. Suspension of Payment for Default. At the EDA's option, the EDA's obligation to make any payments under this Note will be suspended upon the occurrence of an Event of Default on the part of the Owner as defined in Section 8.1 of the Agreement, but only if the Event of Default has not been cured in accordance with Section 8.2 of the Agreement.

6. Nature of Obligation. This Note is a single note in the total principal amount of [$3,406,706] issued to reimburse the Owner for special assessments levied against the Apartment Parcel and Site Improvement Parcel and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the EDA on June 8, 2026, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.179, as amended. This Note is a limited obligation of the EDA which is payable from Available Tax Increment pledged to the payment hereof under the Resolution and as otherwise provided herein. This Note will not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the EDA or the City of Chanhassen. Neither the State of Minnesota, nor any political subdivision thereof will be obligated to pay the principal of this Note or other costs incident hereto except out of Available Tax Increment and as otherwise provided herein, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of this Note or other costs incident hereto.

7. Estimated Tax Increment Payments. Any estimates of Tax Increment prepared by the EDA or its financial advisors in connection with the TIF District or the Agreement are for the benefit of the EDA and are not intended as representations on which the Owner may rely.

8. Registration and Transfer. As provided in the Resolution, and subject to certain limitations set forth herein, this Note is issuable only as a fully registered note without coupons. This Note is transferable upon the books of the EDA kept for that purpose at the principal office of the Executive Director of the EDA as Registrar, by the Owner hereof in person or by the Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the EDA, duly executed by the Owner. Upon the transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the EDA with respect to the transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

This Note may be transferred, assigned or pledged without the approval of the EDA; provided that this Note will not be transferred to any person other than an affiliate, or other related

entity, of the Owner unless the EDA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the EDA, that the transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the EDA according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the board of commissioners of the Chanhassen Economic Development Authority, has caused this Note to be executed with the manual signatures of its President and Executive Director, all as of the Date of Original Issue specified above.

CHANHASSEN ECONOMIC DEVELOPMENT AUTHORITY

_____, President	_____, Executive Director

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the Executive Director of the EDA, in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of EDA Executive Director
_____	The Venue on 78th, LLC 5290 Villa Way Edina, MN 55436 Attn: _____ Federal Tax ID #_____	

[End of Form of Note]

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note will be issued as a single typewritten note numbered R-1.

The Note will be issuable only in fully registered form. Principal of the Note will be payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Principal of the Note will be payable by mail to the party entitled to payment on record as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not the day is a business day.

3.03. Registration. The EDA hereby appoints the Executive Director to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the EDA and the Registrar with respect thereto will be as follows:

(a) Register. The Registrar will keep at his office a bond register in which the Registrar will provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note will not be transferred to any person other than an affiliate, or other related entity, of the Owner unless the EDA has been provided with an investment letter in a form substantially similar to the investment letter submitted by the Owner or a certificate of the transferor, in a form satisfactory to the EDA, that the transfer is exempt from registration and prospectus delivery requirements of federal and

applicable state securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until the Payment Date.

(c) Cancellation. The Note surrendered upon any transfer will be promptly cancelled by the Registrar and thereafter disposed of as directed by the EDA.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until he is satisfied that the endorsement on the Note or separate instrument of transfer is legally authorized. The Registrar will incur no liability for his refusal, in good faith, to make transfers which he, in his judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The EDA and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of the Note and for all other purposes, and all the payments so made to any registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability of the EDA upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note becomes mutilated or is lost, stolen, or destroyed, the Registrar will deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for the Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that the Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the EDA and the Registrar will be named as obligees. The Note so surrendered to the Registrar will be cancelled by him and evidence of the cancellation will be given to the EDA. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it will not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note will be prepared under the direction of the Executive Director and will be executed on behalf of the EDA by the signatures of its President and Executive Director. In case any officer whose signature appears on the Note ceases to be the officer before the delivery of the Note, the signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Note has been so executed, it will be delivered by the EDA to the Owner following the delivery of the necessary items delineated in Section 3.6(d) of the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The EDA hereby pledges to the payment of the principal of the Note all Available Tax Increment and, if necessary, other funds available to the EDA as defined in the Note and provided in the Agreement. Available Tax Increment will be applied to payment of the principal of the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof (to the extent required to be paid pursuant to this resolution) remains unpaid, the EDA will maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of the Note. The EDA irrevocably agrees to appropriate to the Bond Fund in each year Available Tax Increment. Any Available Tax Increment remaining in the Bond Fund will be transferred to the EDA's account for the TIF District upon the payment of all principal to be paid with respect to the Note.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of the EDA are hereby authorized and directed to prepare and furnish to the Redeveloper certified copies of all proceedings and records of the EDA, and the other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all the certified copies, certificates, and affidavits, including any heretofore furnished, will be deemed representations of the EDA as to the facts recited therein.

Section 6. Effective Date. This resolution will be effective upon execution by the President and Executive Director following authorization by the board of commissioners of the EDA.

Adopted by the board of commissioners of the Chanhassen Economic Development Authority, this 8th day of June, 2026.

_____

_____, President

_____

_____, Executive Director

City Council Item

June 8, 2026

Item	State of the Library - Patrick Jones	
File No.		**Item No:** E.1
Agenda Section	**PUBLIC ANNOUNCEMENTS**	
Prepared By	Jenny Potter, City Clerk	
Reviewed By		

SUGGESTED ACTION N/A	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

City Council Item

June 8, 2026

Item	Approve City Council Meeting Minutes dated May 18, 2026	
File No.		**Item No:** F.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 May 18, 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 May 18, 2026.

ATTACHMENTS

City Council Meeting minutes dated May 18, 2026

CHANHASSEN CITY COUNCIL
REGULAR MEETING
MINUTES
MAY 18, 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, Councilmember Schubert, and Councilmember Kimber

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Laurie Hokkanen, City Manager; Matt Unmacht, Assistant City Manager; Charlie Howley, Public Works Director/City Engineer; Jerry Ruegemer, Park & Recreation Director; Patrick Gavin, Communications Manager; Eric Maass, Community Development Director; Jenny Potter, City Clerk; Josh Girard, Surface Water Maintenance Foreman; Charlie Burke, Public Works Operations Manager; Adam Beers Park Maintenance Director; Ryan Lannon, Street Maintenance Foreman; Gary Berg, Park Maintenance Foreman

PUBLIC PRESENT: None

PUBLIC ANNOUNCEMENTS:

1. National Public Works Week

Mayor Ryan recognized the services provided by public works professionals in the departments of Fleet, Streets, Utilities, Parks, Facilities, and Engineering.

2. Invitation to Memorial Day Ceremony – May 25, 2026

Mayor Ryan invited residents to attend the Memorial Day Ceremony on May 25 at the Al Klingelhutz Memorial Pavilion at Lake Ann Park.

CONSENT AGENDA: Councilmember McDonald moved, Councilmember Kimber seconded that the City Council approve the following consent agenda items 1 through 21 pursuant to the City Manager's recommendations:

1. Approve City Council Minutes dated April 27, 2026

2. Approve City Council Work Session Minutes dated April 27, 2026

3. Receive Commission on Aging Minutes dated March 20, 2026

4. Receive Park and Recreation Commission Minutes dated March 24, 2026

5. Receive Economic Development Commission Minutes dated April 14, 2026

6. Approve Claims Paid May 18, 2026

7. Approve an Encroachment Agreement between the City of Chanhassen and the property owner at 1773 Valley Ridge Trail South (Lot 8, Block 3, Bluff Creek Estates 1st Addition)

8. Approve Professional Services Agreement for completion of the 2050 Comprehensive Plan

9. Approve Contract for Collection of Yard Waste Pickup Services

10. Approve Continua Proposal for Tables and Chairs for the Civic Campus Park Building

11. Public Accuracy Test Guidelines

12. 2240 Bentz Court Agreement for Grant of Permanent Easement for Public Right-of-Way, Trail, and Drainage and Utility Purposes

13. Resolution 2026-44: Accept Donation from Kidde

14. Resolution 2026-45: Authorize Stormwater BMP Vegetation Management Services Contract for 2026

15. Resolution 2026-46: Authorize Execution of an Aquatic Invasive Species Watercraft Inspection Agreement with Carver County

16. Resolution 2026-47: Accept 2026 Community Events Sponsorship Donations from Area Businesses

17. Resolution 2026-48: Accept a $15,000 Donation from Xfinity

18. Resolution 2026-49: DNR License for Highway 5 Watermain

19. Resolution 2026-50: Accept a product donation of compost worth $1,125 from Dakota Prairie Composting

20. Ordinance 761: Amending Chanhassen City Code, Chapter 6 Adjusting the Slow No-Wake Ordinance Elevation on Lake Minnewashta

21. Ordinance 762: Amending Chapter 20 to Add Brew Pubs as a Permitted Use in the IOP Zoning District

All voted in favor, and the motion carried unanimously with a vote of 5 to 0.

VISITOR PRESENTATIONS. None.

FIRE DEPARTMENT/LAW ENFORCEMENT UPDATES. None.

PUBLIC HEARINGS.

1. **Adopt Ordinance 763: Amending the 2026 Fee Schedule and Approving Summary Publication of Ordinance**

Laurie Hokkanen, City Manager, reviewed the changes to the 2026 Fee Schedule for the Brew Pub Off-Sale Liquor License and the room rental fees for City Hall.

Mayor Ryan opened the public hearing. There were no public comments.

Mayor Ryan closed the public hearing.

Councilmember Schubert moved, Councilmember von Oven seconded that the Chanhassen City Council approve the Fee Schedule as presented. All voted in favor, and the motion carried unanimously with a vote of 5 to 0.

2. **Resolution #2026-51: Approve vacating a portion of Right of Way of Hancock Place**

Charlie Howley, Public Works Director/City Engineer, reviewed the request to vacate the public Right of Way of Hancock Place. He noted that they were reserving easements for drainage and utilities.

Mayor Ryan opened the public hearing. There were no public comments.

Mayor Ryan closed the public hearing.

Councilmember von Oven moved, Councilmember Kimber seconded that the Chanhassen City Council adopts a resolution authorizing the vacation of a portion of the public Right of Way dedicated in the Plat of Red Cedar Point Lake Minnewashta. All voted in favor, and the motion carried unanimously with a vote of 5 to 0.

GENERAL BUSINESS. None.

COUNCIL PRESENTATIONS.

Mayor Ryan thanked Senator Coleman and Representative Rehm for securing funding through the bonding bill for the community center. She thanked different businesses for their sponsorship of community events.

ADMINISTRATIVE PRESENTATIONS. None.

CORRESPONDENCE DISCUSSION.

1. **Recreation Tourism Correspondence**

2. **Cryptocurrency Kiosks Correspondence**

Councilmember McDonald moved, Councilmember Schubert seconded to adjourn the meeting. All voted in favor, and the motion carried unanimously with a vote of 5 to 0. The City Council meeting was adjourned at 7:19 p.m.

Submitted by Laurie Hokkanen
City Manager

Prepared by Jenny Potter
City Clerk

City Council Item

June 8, 2026

Item	Approve City Council Work Session Meeting Minutes dated May 18, 2026	
File No.		**Item No:** F.2
Agenda Section	**CONSENT AGENDA**	
Prepared By	Jenny Potter, City Clerk	
Reviewed By		

SUGGESTED ACTION "The Chanhassen City Council approves the City Council Work Session Meeting minutes dated May 18, 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 May 18, 2026.

ATTACHMENTS

City Council Work Session Meeting minutes dated May 18, 2026

CHANHASSEN CITY COUNCIL
WORK SESSION
MINUTES
May 18, 2026

Mayor Ryan called the work session to order at 5:30 p.m.

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

COUNCIL MEMBERS ABSENT:

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; Kelly Grinnell, Finance Director; Jenny Potter, City Clerk

PUBLIC PRESENT: Tyler See, Abdo; Kit Bennet, Opus Group; Anne Bode, Opus Group; Tom Bennett, CBRE

2025 Audit Presentation

Kelly Grinnell, Finance Director, Introduced Tyler See from Abdo, the accounting firm that conducted the city's 2025 audit. Auditors issued the city an "unmodified opinion," which is the highest level of assurance an organization can receive under generally accepted accounting principles (GAAP), and reported no instances of noncompliance with Minnesota legal requirements. Auditors also noted there were no findings identified during the audit process.

The presentation highlighted several positive financial indicators, including general fund revenues finishing nearly $2 million above budget projections in 2025, while expenditures remained close to budgeted levels. The city also ended the year with its unassigned general fund balance slightly above the City Council's policy target for reserves.

Auditors additionally reviewed the city's utility and enterprise funds, noting that recent infrastructure and capital investments have impacted reserve levels in some areas. However, Ms. Grinnell noted that long-term financial planning and utility rate studies project those funds gradually improving over time.

The presentation also included comparisons to peer cities across Minnesota and Carver County. Auditors noted that Chanhassen's tax rate and day-to-day operating expenses generally remain below average compared to similar communities, while debt-related costs have increased in recent years due to major capital and infrastructure investments.

Development Sketch Plan Review: 1371 Pioneer Trail

Eric Maass, Community Development Director, had Kit Bennet, Opus Group; Anne Bode, Opus Group; Tom Bennett, CBRE, introduce themselves. They presented a development concept for approximately 30 acres of property located generally at 1371 Pioneer Trail in the southwest corner of the intersection at Highway 212 and Powers Boulevard. The discussion centered around a

potential light industrial development proposed by Opus, which would require future City Council consideration of both a Comprehensive Plan amendment and rezoning request, as the property is currently guided for office-related uses under the city's 2040 Comprehensive Plan. The work session was intended to provide preliminary feedback on the concept, including site design, land use compatibility and infrastructure considerations such as the potential construction of a future sanitary sewer lift station needed to serve the property.

The conceptual proposal included a roughly 150,000-square-foot building that could accommodate office, light industrial, and warehouse uses permitted under the city's Industrial Office Park (IOP) zoning district. Representatives from Opus and CBRE said they had spent more than a year studying and marketing the site, noting that demand for traditional office space remains limited while interest in industrial and flex industrial space continues to be strong. They also shared that a potential user currently interested in the site is a local food production and distribution company seeking to relocate operations from Minneapolis to Carver County.

The City Council members generally expressed openness to considering office-industrial uses for the site, particularly given current market conditions and the limited demand for standalone office development. However, several council members also raised concerns about traffic impacts, truck circulation, and the visual appearance of the building due to its visibility from Highway 212 and proximity to the future Chanhassen Community Center. Council members emphasized the importance of high-quality architectural design and screening of truck parking and outdoor storage areas.

The discussion also included questions related to the estimated $4 million sanitary sewer lift station needed to support future development in the area. City Staff noted the lift station would ultimately serve multiple surrounding properties, but questions remain regarding timing, financing responsibilities, and long-term development patterns. Several City Council members expressed reservations about making major zoning or infrastructure decisions immediately ahead of the city's upcoming 2050 Comprehensive Plan update process, suggesting that the broader future of the area should be evaluated more holistically as part of that effort. As a result, the proposed project appeared premature.

Guidelines for Public Accuracy Test

Matt Unmacht, Assistant City Manager, and Jenny Potter, City Clerk, presented information regarding preparations for the city's upcoming Public Accuracy Test (PAT), a required pre-election process used to verify that voting equipment is functioning properly and accurately tabulating ballots ahead of the 2026 primary and general elections. Staff reviewed how the PAT process works, using test ballots designed to confirm machines properly accept, reject, and count ballots under different scenarios.

Ms. Potter explained that separate PATs will be conducted ahead of both the August primary and November general election, with dates coordinated alongside Carver County. The tests will take place in the City Hall training room and will include all voting equipment used by the city's six

precincts, including assistive voting devices. Election judges and staff compare machine-generated totals against predetermined results to verify accuracy before equipment is approved for election use.

The City Council also reviewed updated public observation guidelines. Members of the public will be allowed to observe the tests from a designated roped-off area but may not interfere with election judges, equipment, or ballots. Staff also shared that, unlike in 2024, the public will be allowed to take photos and videos during the 2026 PAT process, and the city additionally plans to video record the testing sessions for transparency purposes. Council members and staff also discussed room setup, election judge comfort, and general election security planning related to the testing process.

Mayor Ryan adjourned the work session at 6:39 P.M.

Submitted by Laurie Hokkanen
City Manager

Prepared by Jenny Potter
City Clerk



City Council Item

June 8, 2026

Item	Receive Environmental Commission Minutes dated April 8, 2026	
File No.		**Item No:** F.3
Agenda Section	**CONSENT AGENDA**	
Prepared By	Amy Weidman, Senior Admin Support Specialist	
Reviewed By		

SUGGESTED ACTION "The Chanhassen City Council receives Environmental Commission Minutes dated April 8, 2026."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

Environmental Commission Minutes dated April 8, 2026

Chanhassen Environmental Commission (EC)
6:00 pm
April 8, 2026

Members Present: Chair Scott Grefe, Vice Chair John Stutzman, Paget Pengelly, Glenn Stolar, Mary Humprheys, Paul Granos

Members Absent: Sidney Lindmark, Tanvi Akuthota

Staff Present: Jamie Marsh, Environmental Resource Specialist; Amy Weidman, Senior Administrative Support Specialist

Visitors: Judy Harder

Call to Order
The meeting was called to order at 6:04 p.m.

1. Oaths of Office
Amy Weidman, Senior Administrative Support Specialist, administered the oaths of office to the two new Environmental Commissioners, Mary Humphreys and Paul Granos.

2. Appoint Chair and Vice Chair
Chair Grefe turned over to Vice Chair Stutzman to run the Chair elections. Commissioner Stolar nominated Chair Grefe to serve as Chair, and Commissioner Granos seconded. The Commission voted 5-0 (Chair Grefe abstained), and Chair Grefe was appointed for another term as Chair.

Commissioner Humphreys nominated Vice Chair Stutzman to serve as Vice Chair, and Commissioner Stolar seconded. The commission voted 5-0 (Vice Chair Stutzman abstained). Vice Chair Stutzman was appointed for another term of Vice Chair.

3. Review Bylaws
The Commission discussed the bylaws and how the meetings are run.

Commissioner Stolar discussed adjusting the quorum to a majority of seated members rather than four members if that meets statute requirements, adjusting allowing cancelations to be made by the Chair or staff, but keeping the 48-hour notice.

The commission also discussed adjusting the age of youth commissioners to include one youth Commissioner enrolled in high school, to allow more flexibility.

Commissioner Stutzman moved, Commissioner Granos seconded to change section 2.1 of the bylaws to add “or staff” for meeting cancellations pending attorney approval. The motion was approved with a vote of 6-0.

Commissioner Stolar moved and Commissioner Pengelly seconded to amend section 3.1 of the bylaws to amend the youth commissioner position to a high school student, pending attorney approval. The motion was approved with a vote of 6-0.

Commissioner Stutzman moved, and Commissioner Humphreys seconded to amend the official quorum to majority of seated members rather than four commissioners. The motion was approved with a vote of 6-0.

Approval of Minutes

The commissioners reviewed the minutes. Commissioner Stolar moved and Commissioner Pengelly seconded to approve the March meeting minutes. Commissioner Stutzman abstained as he wasn't at the March meeting. The motion carried 5-0.

Visitor Presentations

Judy Harder, a Chanhassen resident, introduced herself. She is passionate about planting trees, and expressed interest in community engagement and planting additional trees in downtown Chanhassen to combat the mapped heat island. Ms. Harder shared that the overall tree canopy of Chanhassen is strong at 49%, but the downtown area drops to a much lower percentage of around 17%. The Commission discussed ideas to support her goals, including partnering with the Rotary, Nature Conservancy, and Tree Trust. They also discussed an Environmental Academy session that focused on the topic and kick-starts a community group.
Ms. Harder and the Commission discussed the cost barrier to removing unhealthy trees and planting trees, and that budget is a hurdle, but one that can be overcome. They discussed how plantings can tie in with stormwater management plans. The Commission wants to work on this but also to stay within its capacity as an advisory body to the City Council and Planning Commission.

Discussion Items

1. Vote on Arbor Day Poster Contest Winner

The contest theme was voted on during the January meeting. The winning theme, "Trees are terrific in all colors!", was shared with area schools in February. Due to spring break conflicting with the submission deadline, the Commission decided to shift the deadline and allow for more time for poster submittals. There is one submittal received so far. The Commission will pick a winner at the May meeting and hopes to present the winner during the May 18 City Council meeting.

2. July 3rd Trade Fair Planning

Ms. Marsh shared that the next steps for planning this event is selecting a focus topic and activity. The Commission decided to table this discussion for the May meeting. They made notes to discuss shirts, waste management activities and prizes.

Commission Presentations:

The Commission discussed the trivia night planning. They hope to connect with a potential new owner to continue the event series at Hackamore Brewing.

Upcoming Items and Events

1. Residential Tree Sale

The tree sales runs through April 24, and the tree pick up is May 8-9. Ms. Marsh has one volunteer in place already. This year, the tree varieties will come in a variety of sizes depending on the tree species.

Adjournment

Commissioner Stutzman moved to adjourn the meeting, and there was no second. The motion was carried 6-0, and the meeting adjourned at 7:40 p.m.

Minutes prepared by Amy Weidman, Senior Administrative Support Specialist

Minutes Submitted by Jamie Marsh, Environmental Resource Specialist

City Council Item

June 8, 2026

Item	Receive Planning Commission Minutes dated April 21, 2026	
File No.		**Item No:** F.4
Agenda Section	**CONSENT AGENDA**	
Prepared By	Amy Weidman, Senior Admin Support Specialist	
Reviewed By		

SUGGESTED ACTION "The Chanhassen City Council receives the Planning Commission minutes dated April 21, 2026."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

The City Council receives the Planning Commission minutes dated April 21, 2026.

ATTACHMENTS

CHANHASSEN PLANNING COMMISSION
REGULAR MEETING
MINUTES
APRIL 21, 2026

CALL TO ORDER:
Chairman Noyes called the meeting to order at 6:00 p.m.

MEMBERS PRESENT: Chair Eric Noyes, Steve Jobe, Jeremy Rosengren, Ryan Soller, Mike Olmstead, Dave Grover, and Katie Trevena.

MEMBERS ABSENT: None.

STAFF PRESENT: Rachel Arsenault, Associate Planner

PUBLIC PRESENT:

David Norris	13227 Maryland Ave, Savage

PUBLIC HEARINGS:

1. CONSIDER PROPOSED ORDINANCE XXX: AMENDING CHAPTER 20 TO ADD PREW PUBS AS A PERMITTED USE IN IOP ZONING DISTRICT

Rachel Arsenault, Associate Planner, gave a summary of Planning Case #2026-07 Zoning Ordinance Amendment. She stated that after tonight's hearing, the proposal would be scheduled for final decision at the City Council on May 11, 2026. She provided an overview of the level of city discretion in approving or denying zoning ordinances. She noted the difference between a brewery and a brew pub and explained that a brew pub holds one or more retail on-sale licenses and manufactures fewer than 3,500 barrels of malt liquor in a year at any one licensed premise. She reviewed the current brew pub standards in City Code Section 20-986.

Mrs. Arsenault noted that brew pubs were permitted in the Highway Business District, Central Business District, and General Business District. She explained that breweries were permitted in the Highway Business District, Central Business District, General Business District, and Industrial Office Park District. She stated the proposal was to add industrial office parks as a permitted district for brew pubs. She presented a map of the current IOP Zoning. She commented that the staff found the request to be reasonable because breweries and brew pubs operate similarly.

Chairman Noyes commented that he would recuse himself from voting or discussing the matter because of his personal business interest.

The applicant, David Norris, introduced himself and offered to answer any questions.

Commissioner Trevena commented that she would like to support businesses and offer more options for visitors, so she was in favor of the proposed ordinance.

Commissioner Grover asked why brew pubs and breweries are treated differently.

Mrs. Arsenault responded that it was possibly added throughout the years as a permitted use in different districts, but staff did not have a specific reason.

Commissioner Olmstead commented that he was in favor of the option to provide another avenue for business owners to rent out their buildings.

Chairman Noyes opened the public hearing. There were no public comments.

Chairman Noyes closed the public hearing.

Commissioner Soller moved, Commissioner Jobe seconded that the Chanhassen Planning Commission recommends approval of the attached ordinance amending the permitted uses in the industrial office park zoning district to include brew pubs as presented. All voted in favor and the motion carried unanimously with a vote of 6 to 0. Chairman Noyes recused himself from this item.

APPROVAL OF MINUTES:

1. APPROVAL OF PLANNING COMMISSION MINUTES DATED APRIL 7, 2026

Commissioner Omstead moved, Commissioner Grover seconded to approve the Chanhassen Planning Commission summary minutes dated April 7, 2026, as presented. All voted in favor, and the motion carried unanimously with a vote of 7 to 0.

CITY COUNCIL ACTION UPDATE:

Mrs. Arsenault shared that the sign code was adopted by the City Council. The City Council decided to approve 30 percent of the window for the sign code.

She noted that the city anticipates receiving updated plans from Avienda soon. She said they had Comprehensive Plan interviews tomorrow for those who submitted a request for proposal. They would interview three applicants.

Commissioner Trevena asked about moratoriums in other cities regarding developments. She asked if Chanhassen had any similar moratoriums. Mrs. Arsenault responded that the Met Council did not allow for re-guidance of the 2040 Comprehensive Plan for a period of time, maybe a year or so, before adoption of the new Comprehensive Plan.

ADJOURNMENT:

Commissioner Trevena moved, Commissioner Jobe seconded to adjourn the meeting. All voted in favor and the motion carried unanimously with a vote of 7 to 0. The Planning Commission meeting was adjourned at 6:12 p.m.

Submitted by Eric Maass
Community Development Director

City Council Item

June 8, 2026

Item	Receive Commission on Aging Minutes dated April 17, 2026	
File No.		**Item No:** F.5
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 April 17, 2026."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

Commission on Aging Minutes dated April 17, 2026

Chanhassen Commission on Aging, April 17, 2026

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

MEMBERS' PRESENT:

Chair Phyllis Mobley, Gwen Block, Janet Dean, Vice Chair Beth Mason, Bill Monn, Barbara Solum, Jane Bender, Sharon Cooprider

MEMBERS ABSENT: None

MEMBERS REMOTE: Jim Camarata

STAFF PRESENT: Mary Blazanin, Senior Center Coordinator; Jenny Potter, City Clerk; Drew Zoromski, Digital Communications Specialist

GUESTS PRESENT: Karen Krummel; Leon Griggs; Linda Haight; Allison Streich; Steve Dunbar; Council Member Jerry McDonald; Kara Cassidy, Carver County Health Program Specialist, Office of Aging; Linnea Fonnest, Chanhassen Library; LeeAnn Eiden, Senior Community Services.

OATHS OF OFFICE: City Clerk Jenny Potter administered the oaths of office to Beth Mason, Barbara Solum, and Sharon Cooprider.

APPROVAL OF AGENDA:

The commissioners reviewed the agenda. Commissioner Block made a motion to approve. Commissioner Mason made a second. All members voted in favor; the motion was carried.

The meeting was held out of order from the published agenda to accommodate schedules.

APPROVAL OF MINUTES:

March 20, 2026, minutes were reviewed by all commissioners. Commissioner Solum motioned to approve the minutes. Commissioner Block seconded. All members voted in favor; the motion was carried.

GENERAL BUSINESS:

Election of Chair and Vice Chair

The Commission moved to elect Vice Chair Mobley to be Chair. The motion was carried unanimously, and Commissioner Mobley was elected as Chair.

The Commission moved to elect Commissioner Mason as Vice Chair. The motion carried unanimously, and Commissioner Mason was elected as Vice Chair.

Update from Allison Streich, Carver County CDA. Trail's Edge Senior Housing Funding

Allison Streich, Carver County CDA, shared updates on Trail's Edge Senior Housing in Waconia, which received funding from the CDA. The project received equitable development points from the Commission's prior input on the building. Ms. Streich shared updates and

amenities on this project as well as some other projects that are coming up and shared the various programs that have subsidized housing available. She will continue to seek the Commission's input.

Information and Discussion, Jerry McDonald, City Council and SW Transit Board of Directors, on Legislative Transit Bill

Council Member Jerry McDonald reviewed available services through SW Transit and how it was formed. The SouthWest Transit Commission is made up of stakeholders from Chanhassen, Eden Prairie, and Chaska. He discussed SW Prime and how it supplements routes to provide more options to area residents. They are currently testing routes to the airport and the Mall of America and are finding the routes to be very successful. Currently the SouthWest Transit Commission is working to preserve its autonomy from Metro Transit.

The meeting took a short recess for an updated group photo.

VISITOR PRESENTATION

Carver County Health and Human Services, Office of Aging, Kara Cassidy

Kara Cassidy, Carver County Health Program Specialist, shared general public health updates, including ticks, RSV and an upcoming free Senior Expo on April 21 in Chaska.

Chanhassen Library Update

Linnea Fonnest, Chanhassen Library, shared some spring programs happening at the library, including the book sale and the craft swap. The Master Gardener help desk begins in May.

Senior Community Services Update

LeeAnn Eiden, Senior Community Services, discussed the caregiver support group, whose attendance is growing.

Senior Center Updates, Mary Blazanin

Mary Blazanin, Senior Center Coordinator, shared that the summer Connection issue is being delivered across Chanhassen currently. She shared that Jackie starts as the new Senior Center Coordinator on April 27, a week before Ms. Blazanin retires. Ms. Blazanin will be recognized during the April 27 City Council meeting, and the Senior Center will have an open house on May 1. She shared some of the scheduled summer programs.

Ms. Blazanin discussed the bingo plan for the 4th of July.

Commissioner Review and Approval of 2026 Goals and Onboarding Packet

Ms. Blazanin reviewed the updates, goals, and the year's strategic plan. Vice Chair Mason moved to approve the 2026 goals and onboarding packet. Commissioner Camarata seconded remotely. The motion passed.

Commissioner Check-In Sub-Committees/Interest Areas

Commissioner Monn gave a brief update.

DISCUSSION: None

ADJOURNMENT

Commissioner Monn made a motion to adjourn. Commissioner Dean seconded. All members voted in favor; the meeting was adjourned at 11:35 a.m.

Submitted by Mary Blazanin
Senior Center Coordinator

City Council Item

June 8, 2026

Item	Receive Park and Recreation Commission Special Work Session Minutes dated April 24, 2026	
File No.		**Item No:** F.6
Agenda Section	**CONSENT AGENDA**	
Prepared By	Desiree Ruppert, Admin Support Specialist	
Reviewed By		

SUGGESTED ACTION

"The Chanhassen City Council receives the Park and Recreation Commission Special Work Session minutes dated April 24, 2026."

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

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

04.24.2026 Park and Recreation Commission Special WS Minutes

CHANHASSEN PARK AND
RECREATION COMMISSION
SPECIAL WORK SESSION
MINUTES
APRIL 24, 2026

MEMBERS PRESENT: Emily Nagel, Clara Christenson

MEMBERS ABSENT: N/A

STAFF PRESENT: Priya Wall, Recreation Manager

PUBLIC PRESENT: Nora Nashawaty

SPECIAL MEETING TO DISCUSS CIVIC CAMPUS GRAND OPENING:
The Commissioners discussed plans for the Civic Campus Grand Opening event in August 2026, including a formal ribbon cutting, live music and food event, 'first splash' splash pad opening, pickleball tournament, City Hall tours, wellness classes, live interactive painter, and other potential activities. Commissioners briefly discussed opinions on proposed movies for the July 1 Movie in the Park event.

Submitted by Jerry Ruegemer
Park and Recreation Director

City Council Item

June 8, 2026

Item	Receive Park and Recreation Commission Minutes dated April 28, 2026	
File No.		**Item No:** F.7
Agenda Section	**CONSENT AGENDA**	
Prepared By	Desiree Ruppert, Admin Support Specialist	
Reviewed By		

SUGGESTED ACTION "The Chanhassen City Council receives the Park and Recreation Commission minutes dated April 28, 2026."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

CHANHASSEN PARK AND
RECREATION COMMISSION
REGULAR MEETING
MINUTES
APRIL 28, 2026

Chair Leisen called the meeting to order at 6:03 p.m.

MEMBERS PRESENT: Emily Nagel; Zack Wittl; Kurt Scheppmann; Erick Hanson; Kristin Fulkerson; Michael Leisen; Sean Morgan; Clara Christenson, youth.

MEMBERS ABSENT: None.

STAFF PRESENT: Jerry Ruegemer, Park and Recreation Director; Priya Wall, Recreation Manager; and Jenny Potter, City Clerk.

PUBLIC PRESENT: None.

ROLL CALL:

1. Oaths of Office

Jenny Potter, City Clerk, administered the oaths of office to Erick Hanson and Zach Wittl.

2. Nomination and Appointment of 2026-2027 Chair and Vice Chair

Jerry Ruegemer, Park and Recreation Director, requested nominations for the Chair Position.

Commissioner Morgan moved, and Commissioner Fulkerson seconded to nominate Commissioner Leisen as the Chair. All voted in favor, and the motion carried unanimously with a vote of 8 to 0.

Chair Leisen moved, Youth Commissioner Christenson seconded to nominate Commissioner Morgan as the Vice Chair. All voted in favor, and the motion carried unanimously with a vote of 8 to 0.

APPROVAL OF AGENDA: The Commission added General Business Items 2 and 3 to discuss the 2026 Park Priorities and Community Center Updates. **Commissioner Fulkerson moved, Commissioner Nagel seconded to approve the agenda with the addition of General Business Items 2 and 3. All voted in favor, and the motion carried unanimously with a vote of 8 to 0.**

Commissioner Wittl reviewed his desire to serve on the Park and Recreation Commission.

Commissioner Hanson reviewed his desire to serve on the Park and Recreation Commission.

PUBLIC ANNOUNCEMENTS: None.

VISITOR PRESENTATIONS: None.

APPROVAL OF MINUTES:

1. Approve Park & Recreation Minutes dated March 24, 2026

Commissioner Nagel moved, Commissioner Scheppmann seconded to approve the minutes of the Park and Recreation Commission meeting dated March 24, 2026 as presented. All voted in favor, and the motion carried unanimously with a vote of 8 to 0.

GENERAL BUSINESS:

1. Review Park and Recreation Commission Bylaws

Jerry Ruegemer, Park and Recreation Director, noted that the bylaws were to be reviewed annually at the first meeting in April. He said that the bylaws were last reviewed and updated at the April 22, 2025 meeting.

Chair Leisen requested virtual attendance at the meetings. Mr. Ruegemer responded that the city isn't currently offering virtual attendance due to the requirements that must be met per state statute.

Commissioner Nagel confirmed that the footer would be updated with the correct date.

Commissioner Scheppmann moved, Commissioner Fulkerson seconded to adopt the Park and Recreation Bylaws. All voted in favor and the motion carried unanimously with a vote of 8 to 0.

2. 2026 Park Priorities Discussion

Jerry Ruegemer, Park and Recreation Director, shared that City Council advised they could proceed with the 2026 Park and Recreation projects. He discussed the Stone Creek Hill neighborhood meeting to garner feedback about the park updates. He requested that the Carver Beach residents attend the May meeting at 5 p.m. with an early start for the Park and Recreation Commission, and that the Stone Creek Hill residents attend the meeting at 6 p.m.

Chair Leisen asked about the process for the neighborhood meetings. Mr. Ruegemer responded that he hoped they would decide the next steps to proceed with the parks. He commented that

they would have options from a request for proposal, complete and submitted before the meeting, so they could make recommendations to the City Council about the playground.

Commissioner Scheppmann noted the benefit of being prepared before the meeting and asked what information they would receive. Mr. Ruegemer answered that there was a lot of information to catalog, so he would consider options to move forward. He noted the benefit of working through conversations with the residents, especially those at Carver Beach where they are looking to supplement the equipment already installed at the park.

Commissioner Morgan asked if the open houses were separate from the Park and Recreation Commission meeting. Mr. Ruegemer responded that the open houses would be separate meetings.

Commissioner Morgan asked about the format of the neighborhood meetings rather than virtual polling. Mr. Ruegemer answered that the neighborhood meetings were the traditional process.

Chair Leisen questioned whether they should hold two neighborhood meetings in one night. Mr. Ruegemer responded that they would limit each meeting to one hour.

Commissioner Morgan asked if the Park and Recreation Commission meeting would be a special meeting. Mr. Ruegemer answered that the time of the regular Park and Recreation Commission meeting would be adjusted.

Commissioner Nagel questioned whether they could incorporate polling for those who could not attend the neighborhood meeting. Mr. Ruegemer responded that residents could email him with comments to consider.

Youth Commissioner Christenson asked if Stone Creek Park would more likely come to a consensus. Mr. Ruegemer answered that they were replacing 28-year-old equipment at Stone Creek Park.

Commissioner Wittl questioned how they invite residents to attend. Mr. Ruegemer stated that they would send out postcards to property owners within a geographic location.

Commissioner Morgan asked if the scope of the decisions would be A, B, or C. Mr. Ruegemer responded that they would show the concepts and request which concept was preferred.

3. Community Center Update

Jerry Ruegemer, Park and Recreation Director, discussed Sports Facilities Companies managing the Community Center facility. The City Council approved the agreement for the company to run the facility for ten years, with Jodi Sarles as the general manager.

REPORTS:

1. Easter Egg Candy Hunt Evaluation

Priya Wall, Recreation Manager, reviewed the Easter Egg Hunt attendance. She thanked different sponsors and volunteers for their contributions to the event. She provided an overview of the coloring contest entries, along with comments and recommendations received after the event. She summarized the 2026 Easter Egg Candy Hunt expenses and revenue, along with the Easter survey response results.

Commissioner Fulkerson departed the meeting at 6:45 p.m.

Commissioner Scheppmann asked for clarification about whether the scooters were donated. Ms. Wall answered that T-Mobile sent them funds for the scooters as a sponsorship donation.

Chair Leisen suggested a photo booth for families.

COMMISSION MEMBER COMMITTEE REPORTS:

1. Civic Campus Sub-Committee Update

Commissioner Nagel said that the Civic Campus Sub-Committee discussed a potential multi-day schedule for the grand opening of the Civic Campus.

Youth Commissioner Christenson noted the benefits of planning activities for all ages.

Chair Leisen discussed the purpose of the sub-committee. He opened the opportunity for commissioners to join the sub-committee.

Ms. Wall said that they would make updates to the Fourth of July layout due to continued work at the Civic Campus. She noted that they would have one large day to celebrate the Civic Campus with smaller days to showcase other activities.

COMMISSION MEMBER PRESENTATIONS: None.

ADMINISTRATIVE PRESENTATIONS:

Mr. Ruegemer stated that Mary Blazanin, Senior Center Coordinator, was retiring. He reviewed different activities planned to celebrate her retirement.

ADJOURNMENT:

Commissioner Nagel moved, Commissioner Morgan seconded to adjourn the meeting. All voted in favor, and the motion carried unanimously with a vote of 7 to 0. The Park and Recreation Commission meeting was adjourned at 7:00 p.m.

Submitted by Jerry Ruegemer
Park and Recreation Director

City Council Item

June 8, 2026

Item	Approve Claims Paid dated June 8, 2026	
File No.		**Item No:** F.8
Agenda Section	**CONSENT AGENDA**	
Prepared By	Danielle Washburn, Assistant Finance Director	
Reviewed By	Kelly Grinnell	

SUGGESTED ACTION "The Chanhassen City Council Approves Claims Paid dated June 8, 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 June 8, 2026:

Total Claims $2,367,038.20

BUDGET

RECOMMENDATION

ATTACHMENTS

Payment Summary

Payment Detail

Accounts Payable

Checks by Date - Summary

Vendor Name	Check Date	Void Checks	Check Amount
ADAM & CHRISTINA WELIVER	05/13/2026	0.00	146.42
ALICE J. LAINE	05/13/2026	0.00	125.02
ALL AMERICAN TITLE COMPANY LLC	05/13/2026	0.00	11.16
ATTORNEY'S TITLE GROUP	05/13/2026	0.00	65.51
CenturyLink	05/13/2026	0.00	64.00
CHARLES & RITA RILEY	05/13/2026	0.00	12.74
CHARLES CUDD CO LLC	05/13/2026	0.00	5.29
CHASE WHITNEY	05/13/2026	0.00	25.74
CYNTHIA HOULE	05/13/2026	0.00	39.74
EDINA REALTY TITLE	05/13/2026	0.00	7.83
EDINA REALTY TITLE	05/13/2026	0.00	8.33
ERICK & KATHLEEN IVERSON	05/13/2026	0.00	64.97
JEFFREY & CHRISTINE KVALHEIM	05/13/2026	0.00	56.69
JON & DIANE & BRIAN POWERS	05/13/2026	0.00	37.37
KATELIN SWISHER	05/13/2026	0.00	54.70
KATHLYN KAYE	05/13/2026	0.00	12.89
LAWRENCE & DELPHA SCHRAM	05/13/2026	0.00	15.18
LUCAS CARL & BRITTANY ROSE BECK	05/13/2026	0.00	102.97
Marco Inc	05/13/2026	0.00	1,110.00
Metronet Holdings, LLC	05/13/2026	0.00	56.49
MINNETONKA TITLE	05/13/2026	0.00	50.79
PETER & KAREN HOVEY	05/13/2026	0.00	80.46
PETER & KARRI PLUCINAK	05/13/2026	0.00	118.34
STEVEN A. & JULIE EICHELE PAWLAK	05/13/2026	0.00	82.44
TITLE CHOICE LLC	05/13/2026	0.00	12.89
TITLE SPECIALISTS INC	05/13/2026	0.00	68.34
TITLEMARK LLC	05/13/2026	0.00	129.53
TITLESMART INC	05/13/2026	0.00	109.34
WATERMARK TITLE AGENCY	05/13/2026	0.00	12.84
WATERMARK TITLE AGENCY	05/13/2026	0.00	379.44
Apres, Inc.	05/14/2026	0.00	14,412.50
ARAMARK Refreshment Services, LLC	05/14/2026	0.00	1,395.25
BOLTON & MENK INC	05/14/2026	0.00	140.00
BOUND TREE MEDICAL LLC	05/14/2026	0.00	123.21
BRAUN INTERTEC CORPORATION	05/14/2026	0.00	8,829.30
Carahsoft Technology Corporation	05/14/2026	0.00	1,865.00
Cintas Corporation No. 2	05/14/2026	0.00	127.05
CITY OF CHASKA	05/14/2026	0.00	166.46
Clow Valve Company - iHydrant	05/14/2026	0.00	500.00
CROWN COLLEGE	05/14/2026	0.00	750.00
ECM PUBLISHERS INC	05/14/2026	0.00	196.80
Edina Heating & Cooling Inc	05/14/2026	0.00	3,175.00
Engel Water Testing Inc	05/14/2026	0.00	1,260.00
Heritage Shade Tree Consultants, Inc	05/14/2026	0.00	1,531.25

Vendor Name	Check Date	Void Checks	Check Amount
HERMAN'S LANDSCAPE SUPPLIES INC	05/14/2026	0.00	240.00
Industrial Scientific Corporation	05/14/2026	0.00	183.50
Jennifer Graves	05/14/2026	0.00	269.50
Loch Monster Plumbing, LLC	05/14/2026	0.00	2,900.41
MACQUEEN EQUIPMENT	05/14/2026	0.00	79.32
METROPOLITAN COUNCIL	05/14/2026	0.00	264,887.91
Metropolitan Council, Env Svcs	05/14/2026	0.00	1,028,342.70
Midwest Pump Works	05/14/2026	0.00	3,703.71
MN Board of Water and Soil Resources	05/14/2026	0.00	500.00
MN DEPT OF LABOR AND INDUSTRY	05/14/2026	0.00	8,443.90
NAPA AUTO & TRUCK PARTS	05/14/2026	0.00	294.35
NYSTROM PUBLISHING COMPANY INC	05/14/2026	0.00	9,449.12
Precision Utilities	05/14/2026	0.00	7,255.00
Pro-Tec Design, Inc.	05/14/2026	0.00	19,707.62
Ryan Contracting Company	05/14/2026	0.00	22,144.09
TBEI, Inc	05/14/2026	0.00	111,552.00
USA BLUE BOOK	05/14/2026	0.00	1,380.21
Water Conservation Services, Inc.	05/14/2026	0.00	506.61
WATEROUS COMPANY	05/14/2026	0.00	880.00
WM MUELLER & SONS INC	05/14/2026	0.00	316.68
WSB & ASSOCIATES INC	05/14/2026	0.00	57,929.30
Enterprise FM Trust	05/15/2026	0.00	35,451.68
American Bootleg	05/20/2026	0.00	1,000.00
CARVER COUNTY LICENSE CENTER	05/20/2026	0.00	9,693.58
Drew Zoromski	05/20/2026	0.00	99.59
Economic Development Assoc of MN	05/20/2026	0.00	1,057.25
Lawrence Ripp	05/20/2026	0.00	295.00
MN VALLEY ELECTRIC COOP	05/20/2026	0.00	277.49
NOVEL SOLAR THREE, LLC	05/20/2026	0.00	8,913.01
Roers Chanhassen Bennett Apartments Owner LLC	05/20/2026	0.00	100,000.00
XCEL ENERGY INC	05/20/2026	0.00	3,622.54
ARAMARK Refreshment Services, LLC	05/21/2026	0.00	150.00
BOUND TREE MEDICAL LLC	05/21/2026	0.00	83.99
CAMPBELL KNUTSON	05/21/2026	0.00	17,882.64
Cintas Corporation No. 2	05/21/2026	0.00	72.31
CITY OF CHASKA	05/21/2026	0.00	408.00
COMPUTER INTEGRATION TECHN.	05/21/2026	0.00	130,599.01
DAKOTA SUPPLY GROUP	05/21/2026	0.00	3,410.52
Earl F Andersen Inc	05/21/2026	0.00	570.80
GOPHER STATE ONE-CALL INC	05/21/2026	0.00	2,330.10
Governance Science Group Inc	05/21/2026	0.00	9,900.00
HealthPartners, Inc.	05/21/2026	0.00	102,057.08
Holly Wood	05/21/2026	0.00	877.50
I & S Group, Inc	05/21/2026	0.00	1,658.75
Innovative Office Solutions LLC	05/21/2026	0.00	113.20
Juli Al-Hilwani	05/21/2026	0.00	600.00
Knox Company	05/21/2026	0.00	721.00
Lano Equipment	05/21/2026	0.00	48.70
LEAGUE OF MINNESOTA CITIES	05/21/2026	0.00	525.00
Level 7 Development, LLC	05/21/2026	0.00	90,000.00
Lockridge Grindal Nauen P.L.L.P	05/21/2026	0.00	3,333.33
MERLINS ACE HARDWARE	05/21/2026	0.00	528.48
Metropolitan Life Insurance Company	05/21/2026	0.00	2.92

Vendor Name	Check Date	Void Checks	Check Amount
Midwest Pump Works	05/21/2026	0.00	108.00
Minnesota Equipment	05/21/2026	0.00	149.34
Minnesota Roadways Co	05/21/2026	0.00	507.10
Minnesota Sodding Company LLC	05/21/2026	0.00	24,792.44
MOR Golf and Utiliity Inc	05/21/2026	0.00	720.00
NAPA AUTO & TRUCK PARTS	05/21/2026	0.00	120.12
NvoicePay	05/21/2026	0.00	744.06
OPG-3, Inc	05/21/2026	0.00	40,937.49
Pinnacle Pest Control	05/21/2026	0.00	1,175.00
Plan Concrete Asphalt LLC	05/21/2026	0.00	750.00
PRECISE MRM LLC	05/21/2026	0.00	315.00
Premium Waters, Inc	05/21/2026	0.00	4.38
Rain for Rent	05/21/2026	0.00	935.63
RAINBOW TREE COMPANY	05/21/2026	0.00	1,049.00
Shred-N-Go Inc	05/21/2026	0.00	3,260.00
SOUTHWEST CORRIDOR TRANS COAL	05/21/2026	0.00	1,200.00
STRATOGUARD LLC	05/21/2026	0.00	230.56
TimeSaver Off Site Secretarial, Inc	05/21/2026	0.00	753.50
USA BLUE BOOK	05/21/2026	0.00	2,649.70
Waste Management of Minnesota, Inc	05/21/2026	0.00	1,149.03
WM MUELLER & SONS INC	05/21/2026	0.00	1,623.51
Yale Mechanical Inc	05/21/2026	0.00	30.25
Adam Gollatz Jon Peterson or	05/27/2026	0.00	41.46
BILL KISTNER	05/27/2026	0.00	44.84
CENTERPOINT ENERGY MINNEGASCO	05/27/2026	0.00	7,322.34
CenturyLink	05/27/2026	0.00	64.66
Marco Inc	05/27/2026	0.00	735.00
Mathew Dodge	05/27/2026	0.00	97.49
MN DEPT OF NATURAL RESOURCES	05/27/2026	0.00	2,172.00
VERIZON WIRELESS	05/27/2026	0.00	190.26
XCEL ENERGY INC	05/27/2026	0.00	23,836.33
3RD LAIR SKATEPARK	05/28/2026	0.00	750.00
Advanced Engineering & Environmental Services, LLC	05/28/2026	0.00	845.50
BOLTON & MENK INC	05/28/2026	0.00	10,105.50
BORDER STATES ELECTRIC SUPPLY	05/28/2026	0.00	710.19
Carver County	05/28/2026	0.00	1,300.00
DAKOTA SUPPLY GROUP	05/28/2026	0.00	3,065.27
Daniel Rademacher	05/28/2026	0.00	2,280.00
Dultmeier Sales LLC	05/28/2026	0.00	821.65
ECM PUBLISHERS INC	05/28/2026	0.00	90.20
EHLERS & ASSOCIATES INC	05/28/2026	0.00	855.00
GSL Investments LLC	05/28/2026	0.00	500.00
HAWKINS CHEMICAL	05/28/2026	0.00	8,903.32
HOISINGTON KOEGLER GROUP	05/28/2026	0.00	3,680.00
Ideal Service Inc.	05/28/2026	0.00	250.00
Infosend, Inc	05/28/2026	0.00	3,609.12
Innovative Office Solutions LLC	05/28/2026	0.00	82.60
ITG Communications LLC	05/28/2026	0.00	15,227.70
John Vavrin	05/28/2026	0.00	300.00
Juli Al-Hilwani	05/28/2026	0.00	600.00
KENNEDY & GRAVEN, CHARTERED	05/28/2026	0.00	1,023.00
Kraus-Anderson Construction Company	05/28/2026	0.00	42,420.22
Metro Garage Door Company	05/28/2026	0.00	6,626.95

Vendor Name	Check Date	Void Checks	Check Amount
MIDWEST PLAYSCAPES	05/28/2026	0.00	2,629.00
Midwest Pump Works	05/28/2026	0.00	274.70
NYSTROM PUBLISHING COMPANY INC	05/28/2026	0.00	4,035.29
OTTO ASSOCIATES	05/28/2026	0.00	600.00
Pitney Bowes Inc.	05/28/2026	0.00	180.72
Pro-Tree Outdoor Services	05/28/2026	0.00	7,000.00
SCOTT COUNTY TREASURER	05/28/2026	0.00	500.00
SCOTT NELSON COACHING INC	05/28/2026	0.00	900.00
SEH	05/28/2026	0.00	3,036.47
Silva Screenprinting & Dist, LLC	05/28/2026	0.00	2,151.04
SiteOne Landscape Supply	05/28/2026	0.00	70.79
Spectrum Screen Printing Inc	05/28/2026	0.00	782.11
True North Controls	05/28/2026	0.00	1,694.00
TurfTime Equipment LLC	05/28/2026	0.00	10,274.25
TWIN CITY SEED CO.	05/28/2026	0.00	762.50
USA BLUE BOOK	05/28/2026	0.00	491.25
WM MUELLER & SONS INC	05/28/2026	0.00	3,107.10
ZARNOTH BRUSH WORKS INC	05/28/2026	0.00	2,005.60
Report Total:		0.00	2,367,038.20

AP
Check Detail

User: dwashburn@chanhassenmn.gov
Printed: 5/29/2026 12:21:33 PM

Last Name	Acct 1	Amount	Check Date	Description
3RD LAIR SKATEPARK	101-1613-4345	750.00	5/28/2026	4th of July skate park series
		750.00	5/28/2026	
3RD LAIR SKATEPARK		750.00		
Advanced Engineering & Environmental Services, LLC	700-0000-4300	845.50	5/28/2026	well 10 technical supplies
		845.50	5/28/2026	
Advanced Engineering & Environmental Services, LLC		845.50		
Al-Hilwani Juli	101-1530-4347	600.00	5/21/2026	McMillen Kramer 10 training packs
		600.00	5/21/2026	
Al-Hilwani Juli	101-1530-4347	600.00	5/28/2026	Personal Training
		600.00	5/28/2026	
Al-Hilwani Juli		1,200.00		
ALL AMERICAN TITLE COMPANY LLC	720-0000-2020	3.65	5/13/2026	Refund Check 097951-000, 6340 SUMMIT CIRCLE
ALL AMERICAN TITLE COMPANY LLC	700-0000-2020	0.35	5/13/2026	Refund Check 097951-000, 6340 SUMMIT CIRCLE
ALL AMERICAN TITLE COMPANY LLC	701-0000-2020	4.60	5/13/2026	Refund Check 097951-000, 6340 SUMMIT CIRCLE
ALL AMERICAN TITLE COMPANY LLC	700-0000-2020	2.56	5/13/2026	Refund Check 097951-000, 6340 SUMMIT CIRCLE
		11.16	5/13/2026	

Last Name	Acct 1	Amount	Check Date	Description
ALL AMERICAN TITLE COMPANY LLC		11.16		
American Bootleg	601-6057-4300	1,000.00	5/20/2026	Market Blvd music vendor
		1,000.00	5/20/2026	
American Bootleg		1,000.00		
Apres, Inc.	101-1613-4402	14,412.50	5/14/2026	4th of July tents tables chairs reservation deposit
		14,412.50	5/14/2026	
Apres, Inc.		14,412.50		
ARAMARK Refreshment Services, LLC	101-1120-4113	179.30	5/14/2026	Bevi supplies
ARAMARK Refreshment Services, LLC	101-1120-4112	500.78	5/14/2026	Coffee for City Hall
ARAMARK Refreshment Services, LLC	101-1120-4112	159.09	5/14/2026	Coffee For Fire
ARAMARK Refreshment Services, LLC	101-1560-4112	114.40	5/14/2026	Coffee for Senior Center
ARAMARK Refreshment Services, LLC	101-1120-4112	441.68	5/14/2026	Public Works Coffee
		1,395.25	5/14/2026	
ARAMARK Refreshment Services, LLC	101-1120-4113	150.00	5/21/2026	Bevi rental
		150.00	5/21/2026	
ARAMARK Refreshment Services, LLC		1,545.25		
ATTORNEY'S TITLE GROUP	700-0000-2020	2.33	5/13/2026	Refund Check 104451-000, 631 CONESTOGA TRAIL
ATTORNEY'S TITLE GROUP	701-0000-2020	22.08	5/13/2026	Refund Check 104451-000, 631 CONESTOGA TRAIL
ATTORNEY'S TITLE GROUP	700-0000-2020	16.99	5/13/2026	Refund Check 104451-000, 631 CONESTOGA TRAIL
ATTORNEY'S TITLE GROUP	720-0000-2020	24.11	5/13/2026	Refund Check 104451-000, 631 CONESTOGA TRAIL
		65.51	5/13/2026	
ATTORNEY'S TITLE GROUP		65.51		
BECK LUCAS CARL & BRITTANY ROSE	700-0000-2020	3.49	5/13/2026	Refund Check 104670-000, 8046 ERIE SPUR

Last Name	Acct 1	Amount	Check Date	Description
BECK LUCAS CARL & BRITTANY ROSE	701-0000-2020	37.22	5/13/2026	Refund Check 104670-000, 8046 ERIE SPUR
BECK LUCAS CARL & BRITTANY ROSE	720-0000-2020	36.13	5/13/2026	Refund Check 104670-000, 8046 ERIE SPUR
BECK LUCAS CARL & BRITTANY ROSE	700-0000-2020	26.13	5/13/2026	Refund Check 104670-000, 8046 ERIE SPUR
		102.97	5/13/2026	
BECK LUCAS CARL & BRITTANY ROSE		102.97		
BOLTON & MENK INC	700-6048-4300	18.20	5/14/2026	Water @ 13%
BOLTON & MENK INC	720-6048-4300	9.80	5/14/2026	Storm @ 7%
BOLTON & MENK INC	701-6048-4300	18.20	5/14/2026	Sanitary @ 13%
BOLTON & MENK INC	601-6048-4300	93.80	5/14/2026	PMP @ 67%
		140.00	5/14/2026	
BOLTON & MENK INC	701-6053-4303	808.44	5/28/2026	Sanitary @ 8%
BOLTON & MENK INC	601-6053-4303	6,063.30	5/28/2026	PMP @ 60%
BOLTON & MENK INC	700-6053-4303	1,010.55	5/28/2026	Water @ 10%
BOLTON & MENK INC	720-6053-4303	2,223.21	5/28/2026	Storm @ 22%
		10,105.50	5/28/2026	
BOLTON & MENK INC		10,245.50		
BORDER STATES ELECTRIC SUPPLY	701-0000-4551	-397.81	5/28/2026	Return lift station supplies
BORDER STATES ELECTRIC SUPPLY	701-0000-4551	1,108.00	5/28/2026	LS #7 maintenance
		710.19	5/28/2026	
BORDER STATES ELECTRIC SUPPLY		710.19		
BOUND TREE MEDICAL LLC	101-1220-4142	123.21	5/14/2026	Medical gloves
		123.21	5/14/2026	
BOUND TREE MEDICAL LLC	101-1220-4144	83.99	5/21/2026	Kneeling pads for CPR classes
		83.99	5/21/2026	

Last Name	Acct 1	Amount	Check Date	Description
BOUND TREE MEDICAL LLC		207.20		
BRAUN INTERTEC CORPORATION	601-6054-4303	4,856.12	5/14/2026	PMP @ 55%
BRAUN INTERTEC CORPORATION	720-6054-4303	2,207.32	5/14/2026	Storm @ 25%
BRAUN INTERTEC CORPORATION	701-6054-4303	794.64	5/14/2026	Sanitary @ 9%
BRAUN INTERTEC CORPORATION	700-6054-4303	971.22	5/14/2026	Water @ 11%
		8,829.30	5/14/2026	
BRAUN INTERTEC CORPORATION		8,829.30		
CAMPBELL KNUTSON	101-1140-4302	17,254.90	5/21/2026	Legal services-April 2026
CAMPBELL KNUTSON	601-6040-4701	74.40	5/21/2026	Galpin Blvd ROW
CAMPBELL KNUTSON	601-6140-4701	74.40	5/21/2026	Galpin Blvd ROW
CAMPBELL KNUTSON	601-6058-4701	478.94	5/21/2026	MMSW Condemnation
		17,882.64	5/21/2026	
CAMPBELL KNUTSON		17,882.64		
Carahsoft Technology Corporation	101-1160-4371	1,865.00	5/14/2026	Linkedin learning for staff
		1,865.00	5/14/2026	
Carahsoft Technology Corporation		1,865.00		
Carver County	482-0000-4300	500.00	5/28/2026	TIF Billing
Carver County	480-0000-4300	450.00	5/28/2026	TIF Billing
Carver County	481-0000-4300	350.00	5/28/2026	TIF Billing
		1,300.00	5/28/2026	
Carver County		1,300.00		
CARVER COUNTY LICENSE CENTER	400-4108-4704	9,693.58	5/20/2026	#104 license and registration
		9,693.58	5/20/2026	

Last Name	Acct 1	Amount	Check Date	Description
CARVER COUNTY LICENSE CENTER		9,693.58		
CENTERPOINT ENERGY MINNEGASCO	101-1550-4321	228.34	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1220-4321	401.59	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	700-7019-4321	630.02	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1600-4321	22.00	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	700-7043-4321	1,375.15	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1170-4321	2,492.76	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	701-0000-4321	131.36	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1312-4321	858.63	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1190-4321	941.54	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	700-0000-4321	168.19	5/27/2026	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1530-4321	72.76	5/27/2026	Gas Charges
		7,322.34	5/27/2026	
CENTERPOINT ENERGY MINNEGASCO		7,322.34		
CenturyLink	701-0000-4310	32.00	5/13/2026	Telephone & Communication Charges
CenturyLink	700-0000-4310	32.00	5/13/2026	Telephone & Communication Charges
		64.00	5/13/2026	
CenturyLink	700-7043-4310	64.66	5/27/2026	Telephone & Communication Charges
		64.66	5/27/2026	
CenturyLink		128.66		
CHARLES CUDD CO LLC	700-0000-2020	5.29	5/13/2026	Refund Check 105445-000, 9164 MILLS DRIVE
		5.29	5/13/2026	
CHARLES CUDD CO LLC		5.29		
Cintas Corporation No. 2	101-1312-4510	127.05	5/14/2026	first aid kits
		127.05	5/14/2026	

Last Name	Acct 1	Amount	Check Date	Description
Cintas Corporation No. 2	101-1550-4300	72.31	5/21/2026	First Aid Cabinet servicing
		72.31	5/21/2026	
Cintas Corporation No. 2		199.36		
CITY OF CHASKA	101-1560-4349	166.46	5/14/2026	Transportation for Treasure Island Casino Trip 4/14/26
		166.46	5/14/2026	
CITY OF CHASKA	101-1560-4349	408.00	5/21/2026	Bus for Ives Theater Trip 4/30/26
		408.00	5/21/2026	
CITY OF CHASKA		574.46		
Clow Valve Company - iHydrant	700-0000-4150	500.00	5/14/2026	Ihydrant battery
		500.00	5/14/2026	
Clow Valve Company - iHydrant		500.00		
COMPUTER INTEGRATION TECHN.	101-1160-4300	193.00	5/21/2026	Part of Scale migration
COMPUTER INTEGRATION TECHN.	101-1160-4300	130,406.01	5/21/2026	Scale hardware/license/migration 5 year
		130,599.01	5/21/2026	
COMPUTER INTEGRATION TECHN.		130,599.01		
CROWN COLLEGE	101-1220-4370	750.00	5/14/2026	Quarterly EMS Training
		750.00	5/14/2026	
CROWN COLLEGE		750.00		
DAKOTA SUPPLY GROUP	701-0000-4553	3,410.52	5/21/2026	LS 16 force main leak

Last Name	Acct 1	Amount	Check Date	Description
		3,410.52	5/21/2026	
DAKOTA SUPPLY GROUP	700-0000-4260	3,065.27	5/28/2026	curb box tool
		3,065.27	5/28/2026	
DAKOTA SUPPLY GROUP		6,475.79		
Dodge Mathew	700-0000-4381	48.74	5/27/2026	meals for training
Dodge Mathew	701-0000-4381	48.75	5/27/2026	meals for training
		97.49	5/27/2026	
Dodge Mathew		97.49		
Dultmeier Sales LLC	101-1550-4120	821.65	5/28/2026	chemical injector
		821.65	5/28/2026	
Dultmeier Sales LLC		821.65		
Earl F Andersen Inc	101-1320-4155	570.80	5/21/2026	street signs
		570.80	5/21/2026	
Earl F Andersen Inc		570.80		
ECM PUBLISHERS INC	101-1120-4336	49.20	5/14/2026	Publication of Ord 759
ECM PUBLISHERS INC	101-1310-4336	147.60	5/14/2026	Lotus Lake Woods-Vacation PH Notice
		196.80	5/14/2026	
ECM PUBLISHERS INC	101-1120-4336	36.90	5/28/2026	PH notice for Fee Schedule
ECM PUBLISHERS INC	101-1120-4336	53.30	5/28/2026	Publication of Ord 760
		90.20	5/28/2026	

Last Name	Acct 1	Amount	Check Date	Description
ECM PUBLISHERS INC		287.00		
Economic Development Assoc of MN	101-1420-4370	721.50	5/20/2026	EDAM summer conference registration
Economic Development Assoc of MN	101-1123-4370	335.75	5/20/2026	EDAM summer conference registration
		1,057.25	5/20/2026	
Economic Development Assoc of MN		1,057.25		
Edina Heating & Cooling Inc	101-1170-4510	3,175.00	5/14/2026	Indoor air handler filter maintenance City Hall
		3,175.00	5/14/2026	
Edina Heating & Cooling Inc		3,175.00		
EDINA REALTY TITLE	701-0000-2020	3.98	5/13/2026	Refund Check 103319-000, 7495 SARATOGA DRIVE
EDINA REALTY TITLE	720-0000-2020	1.58	5/13/2026	Refund Check 103319-000, 7495 SARATOGA DRIVE
EDINA REALTY TITLE	700-0000-2020	0.15	5/13/2026	Refund Check 103319-000, 7495 SARATOGA DRIVE
EDINA REALTY TITLE	700-0000-2020	2.12	5/13/2026	Refund Check 103319-000, 7495 SARATOGA DRIVE
EDINA REALTY TITLE	700-0000-2020	2.32	5/13/2026	Refund Check 101728-000, 7406 MOCCASIN TRAIL
EDINA REALTY TITLE	700-0000-2020	0.12	5/13/2026	Refund Check 101728-000, 7406 MOCCASIN TRAIL
EDINA REALTY TITLE	701-0000-2020	4.66	5/13/2026	Refund Check 101728-000, 7406 MOCCASIN TRAIL
EDINA REALTY TITLE	720-0000-2020	1.23	5/13/2026	Refund Check 101728-000, 7406 MOCCASIN TRAIL
		16.16	5/13/2026	
EDINA REALTY TITLE		16.16		
EHLERS & ASSOCIATES INC	480-0000-4300	855.00	5/28/2026	TIF 11 = Note B Projections
		855.00	5/28/2026	
EHLERS & ASSOCIATES INC		855.00		
Engel Water Testing Inc	700-0000-4300	1,260.00	5/14/2026	Water Samples
		1,260.00	5/14/2026	

Last Name	Acct 1	Amount	Check Date	Description
Engel Water Testing Inc		1,260.00		
Enterprise FM Trust	400-0000-4811	9.86	5/15/2026	412 - 22 GMC Sier #25H28F
Enterprise FM Trust	700-0000-2317	449.70	5/15/2026	314 - 24 Chev Silv #27MGTW
Enterprise FM Trust	400-0000-4810	724.45	5/15/2026	204 - 23 Chev Tahoe #25WDVL
Enterprise FM Trust	700-0000-4811	75.22	5/15/2026	310 - 24 Chev Silv #27MGR3
Enterprise FM Trust	700-0000-2317	355.95	5/15/2026	305 - 22 Chev Silv #25G5QR
Enterprise FM Trust	400-0000-4810	615.64	5/15/2026	502 - 23 Chev Blazer #25XQVB
Enterprise FM Trust	701-0000-4811	75.22	5/15/2026	310 - 24 Chev Silv #27MGR3
Enterprise FM Trust	400-0000-4810	827.63	5/15/2026	402 - 23 Chev Silv #25XGMF
Enterprise FM Trust	400-0000-4811	31.15	5/15/2026	408 - 22 Chev Silv #25G89X
Enterprise FM Trust	400-0000-4810	692.35	5/15/2026	405 - 22 Chev Silv #25G5QQ
Enterprise FM Trust	400-0000-4811	14.27	5/15/2026	201 - 22 GMC Yuko #25MPSN
Enterprise FM Trust	701-0000-4811	77.36	5/15/2026	303 - 24 Chev Silv #27MGR7
Enterprise FM Trust	700-0000-4811	81.56	5/15/2026	314 - 24 Chev Silv #27MGTW
Enterprise FM Trust	700-0000-2317	451.91	5/15/2026	303 - 24 Chev Silv #27MGR7
Enterprise FM Trust	400-0000-4811	99.55	5/15/2026	403 - 23 Chev Silv #25XGMK
Enterprise FM Trust	400-0000-4810	692.58	5/15/2026	501 - 23 Chev Silv #26RL44
Enterprise FM Trust	700-0000-4811	77.37	5/15/2026	303 - 24 Chev Silv #27MGR7
Enterprise FM Trust	701-0000-4811	82.63	5/15/2026	301 - 24 Chev Silv #27MGR8
Enterprise FM Trust	400-0000-4811	209.17	5/15/2026	430 - 24 Chry Paci #275N63
Enterprise FM Trust	400-0000-4811	151.75	5/15/2026	204 - 23 Chev Tahoe #25WDVL
Enterprise FM Trust	400-0000-4811	151.75	5/15/2026	202 - 23 Chev Tahoe #25WDVJ
Enterprise FM Trust	400-0000-4810	830.25	5/15/2026	410 - 24 GMC Sier #27NDJB
Enterprise FM Trust	701-0000-2317	415.79	5/15/2026	308 - 24 Chev Silv #27RZHT
Enterprise FM Trust	400-0000-4811	46.93	5/15/2026	405 - 22 Chev Silv #25G5QQ
Enterprise FM Trust	701-0000-4811	30.87	5/15/2026	307 - 23 Chev Equinox #262P8K
Enterprise FM Trust	701-0000-2317	447.13	5/15/2026	301 - 24 Chev Silv #27MGR8
Enterprise FM Trust	400-0000-4811	251.40	5/15/2026	404 - 24 GMC Sier #27NDJJ
Enterprise FM Trust	400-0000-4810	835.92	5/15/2026	403 - 23 Chev Silv #25XGMK
Enterprise FM Trust	400-0000-4810	790.54	5/15/2026	203 - 23 Chev Silv #26RPC3
Enterprise FM Trust	701-0000-2317	355.96	5/15/2026	305 - 22 Chev Silv #25G5QR
Enterprise FM Trust	400-0000-4811	245.47	5/15/2026	130 - 24 GMC Sier #27NF7M
Enterprise FM Trust	400-0000-4811	99.56	5/15/2026	419 - 23 Chev Silv #25XGMJ
Enterprise FM Trust	400-0000-4811	97.22	5/15/2026	602 - 24 Chev Equi #27MF9K
Enterprise FM Trust	400-0000-4811	99.33	5/15/2026	416 - 23 Chev Silv #25XGMC
Enterprise FM Trust	400-0000-4810	830.25	5/15/2026	404 - 24 GMC Sier #27NDJJ
Enterprise FM Trust	400-0000-4810	578.75	5/15/2026	801 - 24 Chry Paci #2754MQ
Enterprise FM Trust	400-0000-4413	687.60	5/15/2026	140 - 22 Chev Silv #25G5J6
Enterprise FM Trust	400-0000-4811	52.03	5/15/2026	001 - 22 Ford Esca #26M3MH
Enterprise FM Trust	701-0000-4811	82.19	5/15/2026	306 - 24 Chev Silv #27MGRB
Enterprise FM Trust	400-0000-4811	97.50	5/15/2026	134 - 23 Chev Silv #25WNKR

Last Name	Acct 1	Amount	Check Date	Description
Enterprise FM Trust	700-0000-2317	227.33	5/15/2026	307 - 23 Chev Equinox #262P8K
Enterprise FM Trust	400-0000-4811	33.12	5/15/2026	605 - 22 Ford Rang #25G25M
Enterprise FM Trust	400-0000-4811	34.56	5/15/2026	606 - 22 Ford Rang #25G23Z
Enterprise FM Trust	700-0000-4811	30.88	5/15/2026	307 - 23 Chev Equinox #262P8K
Enterprise FM Trust	400-0000-4811	24.07	5/15/2026	411 - 22 Chev Silv #25G8CL
Enterprise FM Trust	700-0000-2317	415.79	5/15/2026	308 - 24 Chev Silv #27RZHT
Enterprise FM Trust	400-0000-4810	836.02	5/15/2026	419 - 23 Chev Silv #25XGMJ
Enterprise FM Trust	400-0000-4810	698.79	5/15/2026	214 - 22 Chev Silv #25G5D2
Enterprise FM Trust	400-0000-4810	774.36	5/15/2026	131 - 24 Chev Silv #27NDJK
Enterprise FM Trust	400-0000-4811	99.28	5/15/2026	420 - 23 Chev Silv #25XGMS
Enterprise FM Trust	700-0000-4811	82.19	5/15/2026	306 - 24 Chev Silv #27MGRB
Enterprise FM Trust	400-0000-4811	103.99	5/15/2026	502 - 23 Chev Blazer #25XQVB
Enterprise FM Trust	701-0000-4811	9.33	5/15/2026	305 - 22 Chev Silv #25G5QR
Enterprise FM Trust	400-0000-4810	679.33	5/15/2026	603 - 25 Chev Equi #28CM4H
Enterprise FM Trust	400-0000-4810	711.17	5/15/2026	411 - 22 Chev Silv #25G8CL
Enterprise FM Trust	400-0000-4810	638.34	5/15/2026	430 - 24 Chry Paci #275N63
Enterprise FM Trust	400-0000-4810	591.39	5/15/2026	412 - 22 GMC Sier #25H28F
Enterprise FM Trust	701-0000-2317	453.42	5/15/2026	310 - 24 Chev Silv #27MGR3
Enterprise FM Trust	400-0000-4810	834.03	5/15/2026	416 - 23 Chev Silv #25XGMC
Enterprise FM Trust	400-0000-4811	174.02	5/15/2026	603 - 25 Chev Equi #28CM4H
Enterprise FM Trust	700-0000-2317	447.14	5/15/2026	301 - 24 Chev Silv #27MGR8
Enterprise FM Trust	400-0000-4811	142.04	5/15/2026	505 - 23 Chev Silv #26RP8Z
Enterprise FM Trust	701-0000-2317	449.70	5/15/2026	315 - 24 Chev Silv #27MGTV
Enterprise FM Trust	700-0000-4811	81.56	5/15/2026	315 - 24 Chev Silv #27MGTV
Enterprise FM Trust	400-0000-4811	152.36	5/15/2026	203 - 23 Chev Silv #26RPC3
Enterprise FM Trust	400-0000-4811	168.18	5/15/2026	501 - 23 Chev Silv #26RL44
Enterprise FM Trust	701-0000-4811	81.57	5/15/2026	314 - 24 Chev Silv #27MGTW
Enterprise FM Trust	400-0000-4811	108.06	5/15/2026	402 - 23 Chev Silv #25XGMF
Enterprise FM Trust	400-0000-4810	835.42	5/15/2026	401 - 23 Chev Silv #26RPBZ
Enterprise FM Trust	400-0000-4811	6.64	5/15/2026	214 - 22 Chev Silv #25G5D2
Enterprise FM Trust	400-0000-4811	214.65	5/15/2026	801 - 24 Chry Paci #2754MQ
Enterprise FM Trust	400-0000-4810	707.28	5/15/2026	408 - 22 Chev Silv #25G89X
Enterprise FM Trust	400-0000-4810	829.44	5/15/2026	505 - 23 Chev Silv #26RP8Z
Enterprise FM Trust	400-0000-4811	140.99	5/15/2026	401 - 23 Chev Silv #26RPBZ
Enterprise FM Trust	400-0000-4810	836.21	5/15/2026	201 - 22 GMC Yuko #25MPSN
Enterprise FM Trust	701-0000-4811	81.57	5/15/2026	315 - 24 Chev Silv #27MGTV
Enterprise FM Trust	400-0000-4810	499.30	5/15/2026	001 - 22 Ford Esca #26M3MH
Enterprise FM Trust	400-0000-4810	836.74	5/15/2026	132 - 23 Chev Silv #25WNCN
Enterprise FM Trust	701-0000-2317	227.34	5/15/2026	307 - 23 Chev Equinox #262P8K
Enterprise FM Trust	400-0000-4810	548.66	5/15/2026	605 - 22 Ford Rang #25G25M
Enterprise FM Trust	701-0000-4811	74.21	5/15/2026	308 - 24 Chev Silv #27RZHT
Enterprise FM Trust	400-0000-4811	251.45	5/15/2026	410 - 24 GMC Sier #27NDJB
Enterprise FM Trust	700-0000-4811	82.63	5/15/2026	301 - 24 Chev Silv #27MGR8

Last Name	Acct 1	Amount	Check Date	Description
Enterprise FM Trust	400-0000-4810	724.45	5/15/2026	202 - 23 Chev Tahoe #25WDVJ
Enterprise FM Trust	700-0000-4811	74.21	5/15/2026	308 - 24 Chev Silv #27RZHT
Enterprise FM Trust	400-0000-4810	833.66	5/15/2026	420 - 23 Chev Silv #25XGMS
Enterprise FM Trust	400-0000-4810	511.60	5/15/2026	606 - 22 Ford Rang #25G23Z
Enterprise FM Trust	701-0000-2317	451.91	5/15/2026	303 - 24 Chev Silv #27MGR7
Enterprise FM Trust	700-0000-2317	447.58	5/15/2026	306 - 24 Chev Silv #27MGRB
Enterprise FM Trust	701-0000-2317	447.57	5/15/2026	306 - 24 Chev Silv #27MGRB
Enterprise FM Trust	400-0000-4811	228.58	5/15/2026	131 - 24 Chev Silv #27NDJK
Enterprise FM Trust	700-0000-2317	449.71	5/15/2026	315 - 24 Chev Silv #27MGTV
Enterprise FM Trust	701-0000-2317	449.71	5/15/2026	314 - 24 Chev Silv #27MGTW
Enterprise FM Trust	700-0000-2317	453.43	5/15/2026	310 - 24 Chev Silv #27MGR3
Enterprise FM Trust	700-0000-4811	9.32	5/15/2026	305 - 22 Chev Silv #25G5QR
Enterprise FM Trust	400-0000-4810	527.14	5/15/2026	602 - 24 Chev Equi #27MF9K
Enterprise FM Trust	400-0000-4810	836.72	5/15/2026	134 - 23 Chev Silv #25WNKR
Enterprise FM Trust	400-0000-4810	832.28	5/15/2026	130 - 24 GMC Sier #27NF7M
Enterprise FM Trust	400-0000-4811	97.50	5/15/2026	132 - 23 Chev Silv #25WNCN
		35,451.68	5/15/2026	
Enterprise FM Trust		35,451.68		
GOPHER STATE ONE-CALL INC	700-0000-4300	1,165.05	5/21/2026	Utility locates-April
GOPHER STATE ONE-CALL INC	701-0000-4300	1,165.05	5/21/2026	Utility locates-April
		2,330.10	5/21/2026	
GOPHER STATE ONE-CALL INC		2,330.10		
Governance Science Group Inc	101-1125-4224	9,900.00	5/21/2026	Flashvote Annual Subscription
		9,900.00	5/21/2026	
Governance Science Group Inc		9,900.00		
Graves Jennifer	601-6048-4300	269.50	5/14/2026	Reimbursement for Pet Fence Repair-Crimson Bay Rd
		269.50	5/14/2026	

Last Name	Acct 1	Amount	Check Date	Description
Graves Jennifer		269.50		
GSL Investments LLC	101-0000-2073	500.00	5/28/2026	Erosion escrow 6200 Murray Hill Rd #726339
		500.00	5/28/2026	
GSL Investments LLC		500.00		
HAWKINS CHEMICAL	700-7043-4160	8,903.32	5/28/2026	chemicals
		8,903.32	5/28/2026	
HAWKINS CHEMICAL		8,903.32		
HealthPartners, Inc.	720-0000-2013	100.02	5/21/2026	June premium
HealthPartners, Inc.	701-0000-2012	4,204.24	5/21/2026	June premium
HealthPartners, Inc.	101-0000-2013	50.04	5/21/2026	June premium
HealthPartners, Inc.	101-0000-2012	78,720.58	5/21/2026	June premium
HealthPartners, Inc.	700-0000-2013	425.21	5/21/2026	June premium
HealthPartners, Inc.	701-0000-2013	275.14	5/21/2026	June premium
HealthPartners, Inc.	101-0000-2013	4,251.54	5/21/2026	June premium
HealthPartners, Inc.	101-0000-2012	2,588.95	5/21/2026	June premium
HealthPartners, Inc.	720-0000-2012	2,909.77	5/21/2026	June premium
HealthPartners, Inc.	700-0000-2012	8,531.59	5/21/2026	June premium
		102,057.08	5/21/2026	
HealthPartners, Inc.		102,057.08		
Heritage Shade Tree Consultants, Inc	101-1425-4300	1,531.25	5/14/2026	Forestry Consultant Work Spring 2026
		1,531.25	5/14/2026	
Heritage Shade Tree Consultants, Inc		1,531.25		
HERMAN'S LANDSCAPE SUPPLIES INC	101-1320-4158	240.00	5/14/2026	pulversized dirt

Last Name	Acct 1	Amount	Check Date	Description
		240.00	5/14/2026	
HERMAN'S LANDSCAPE SUPPLIES INC		240.00		
HOISINGTON KOEGLER GROUP	414-4010-4300	3,680.00	5/28/2026	Civic Campus Planning & LA
		3,680.00	5/28/2026	
HOISINGTON KOEGLER GROUP		3,680.00		
HOULE CYNTHIA	720-0000-2020	16.94	5/13/2026	Refund Check 005687-000, 880 LAKE SUSAN DRIVE
HOULE CYNTHIA	701-0000-2020	13.06	5/13/2026	Refund Check 005687-000, 880 LAKE SUSAN DRIVE
HOULE CYNTHIA	700-0000-2020	8.11	5/13/2026	Refund Check 005687-000, 880 LAKE SUSAN DRIVE
HOULE CYNTHIA	700-0000-2020	1.63	5/13/2026	Refund Check 005687-000, 880 LAKE SUSAN DRIVE
		39.74	5/13/2026	
HOULE CYNTHIA		39.74		
HOVEY PETER & KAREN	701-0000-2020	47.56	5/13/2026	Refund Check 104505-000, 8336 SUFFOLK DRIVE
HOVEY PETER & KAREN	720-0000-2020	5.72	5/13/2026	Refund Check 104505-000, 8336 SUFFOLK DRIVE
HOVEY PETER & KAREN	700-0000-2020	25.36	5/13/2026	Refund Check 104505-000, 8336 SUFFOLK DRIVE
HOVEY PETER & KAREN	700-0000-2020	1.82	5/13/2026	Refund Check 104505-000, 8336 SUFFOLK DRIVE
		80.46	5/13/2026	
HOVEY PETER & KAREN		80.46		
I & S Group, Inc	601-6064-4303	1,310.41	5/21/2026	PMP @ 79%
I & S Group, Inc	700-6064-4303	82.94	5/21/2026	Water @ 5%
I & S Group, Inc	701-6064-4303	82.94	5/21/2026	Sanitary @ 5%
I & S Group, Inc	720-6064-4303	182.46	5/21/2026	Storm @ 11%
		1,658.75	5/21/2026	
I & S Group, Inc		1,658.75		

Last Name	Acct 1	Amount	Check Date	Description
Ideal Service Inc.	700-0000-4550	250.00	5/28/2026	VFD
		250.00	5/28/2026	
Ideal Service Inc.		250.00		
Industrial Scientific Corporation	700-7043-4120	183.50	5/14/2026	gas monitors
		183.50	5/14/2026	
Industrial Scientific Corporation		183.50		
Infosend, Inc	700-1130-4330	925.17	5/28/2026	April Utility Postage
Infosend, Inc	720-1130-4111	277.87	5/28/2026	April Utility Statements
Infosend, Inc	700-1130-4111	277.88	5/28/2026	April Utility Statements
Infosend, Inc	701-1130-4111	277.88	5/28/2026	April Utility Statements
Infosend, Inc	701-1130-4330	925.16	5/28/2026	April Utility Postage
Infosend, Inc	720-1130-4330	925.16	5/28/2026	April Utility Postage
		3,609.12	5/28/2026	
Infosend, Inc		3,609.12		
Innovative Office Solutions LLC	101-1120-4110	47.74	5/21/2026	Paper
Innovative Office Solutions LLC	101-1120-4110	65.46	5/21/2026	11x17 Paper
		113.20	5/21/2026	
Innovative Office Solutions LLC	101-1120-4110	82.60	5/28/2026	Office supplies: paper binders thermal paper
		82.60	5/28/2026	
Innovative Office Solutions LLC		195.80		
ITG Communications LLC	101-1310-3307	15,227.70	5/28/2026	Trenching Permit Refund - Permit Canceled
		15,227.70	5/28/2026	

Last Name	Acct 1	Amount	Check Date	Description
ITG Communications LLC		15,227.70		
IVERSON ERICK & KATHLEEN	701-0000-2020	29.16	5/13/2026	Refund Check 099220-000, 7609 CENTURY BOULEVARD
IVERSON ERICK & KATHLEEN	700-0000-2020	29.64	5/13/2026	Refund Check 099220-000, 7609 CENTURY BOULEVARD
IVERSON ERICK & KATHLEEN	700-0000-2020	2.21	5/13/2026	Refund Check 099220-000, 7609 CENTURY BOULEVARD
IVERSON ERICK & KATHLEEN	720-0000-2020	3.96	5/13/2026	Refund Check 099220-000, 7609 CENTURY BOULEVARD
		64.97	5/13/2026	
IVERSON ERICK & KATHLEEN		64.97		
Jon Peterson or Adam Gollatz	720-0000-2020	16.76	5/27/2026	Refund Check 104431-000 7611 Iroquois
Jon Peterson or Adam Gollatz	701-0000-2020	16.79	5/27/2026	Refund Check 104431-000 7611 Iroquois
Jon Peterson or Adam Gollatz	700-0000-2020	7.91	5/27/2026	Refund Check 104431-000 7611 Iroquois
		41.46	5/27/2026	
Jon Peterson or Adam Gollatz		41.46		
KAYE KATHLYN	701-0000-2020	5.31	5/13/2026	Refund Check 009910-000, 6680 NEZ PERCE DRIVE
KAYE KATHLYN	720-0000-2020	4.21	5/13/2026	Refund Check 009910-000, 6680 NEZ PERCE DRIVE
KAYE KATHLYN	700-0000-2020	0.41	5/13/2026	Refund Check 009910-000, 6680 NEZ PERCE DRIVE
KAYE KATHLYN	700-0000-2020	2.96	5/13/2026	Refund Check 009910-000, 6680 NEZ PERCE DRIVE
		12.89	5/13/2026	
KAYE KATHLYN		12.89		
KENNEDY & GRAVEN, CHARTERED	480-0000-4300	1,023.00	5/28/2026	Legal - TIF Note B for #11
		1,023.00	5/28/2026	
KENNEDY & GRAVEN, CHARTERED		1,023.00		
KISTNER BILL	700-0000-4381	22.42	5/27/2026	parking for training
KISTNER BILL	701-0000-4381	22.42	5/27/2026	parking for training

Last Name	Acct 1	Amount	Check Date	Description
		44.84	5/27/2026	
KISTNER BILL		44.84		
Knox Company	101-1220-4237	721.00	5/21/2026	Annual subscription for Knox
		721.00	5/21/2026	
Knox Company		721.00		
Kraus-Anderson Construction Company	414-4010-4702	42,420.22	5/28/2026	Civic Campus
		42,420.22	5/28/2026	
Kraus-Anderson Construction Company		42,420.22		
KVALHEIM JEFFREY & CHRISTINE	700-0000-2020	11.67	5/13/2026	Refund Check 017734-000, 4120 KINGS ROAD
KVALHEIM JEFFREY & CHRISTINE	720-0000-2020	17.67	5/13/2026	Refund Check 017734-000, 4120 KINGS ROAD
KVALHEIM JEFFREY & CHRISTINE	701-0000-2020	25.64	5/13/2026	Refund Check 017734-000, 4120 KINGS ROAD
KVALHEIM JEFFREY & CHRISTINE	700-0000-2020	1.71	5/13/2026	Refund Check 017734-000, 4120 KINGS ROAD
		56.69	5/13/2026	
KVALHEIM JEFFREY & CHRISTINE		56.69		
LAINE ALICE J.	700-0000-2020	28.59	5/13/2026	Refund Check 007534-000, 185 CASCADE COURT
LAINE ALICE J.	720-0000-2020	41.17	5/13/2026	Refund Check 007534-000, 185 CASCADE COURT
LAINE ALICE J.	701-0000-2020	51.29	5/13/2026	Refund Check 007534-000, 185 CASCADE COURT
LAINE ALICE J.	700-0000-2020	3.97	5/13/2026	Refund Check 007534-000, 185 CASCADE COURT
		125.02	5/13/2026	
LAINE ALICE J.		125.02		
Lano Equipment	101-1550-4120	48.70	5/21/2026	wire harness

Last Name	Acct 1	Amount	Check Date	Description
		48.70	5/21/2026	
Lano Equipment		48.70		
LEAGUE OF MINNESOTA CITIES	101-1120-4370	525.00	5/21/2026	MCMA Annual Conference
		525.00	5/21/2026	
LEAGUE OF MINNESOTA CITIES		525.00		
Level 7 Development, LLC	601-0000-2020	90,000.00	5/21/2026	2026 Avienda Bluff Creek Blvd-Oversizing Credit
		90,000.00	5/21/2026	
Level 7 Development, LLC		90,000.00		
Loch Monster Plumbing, LLC	101-1220-4510	2,550.41	5/14/2026	rebuild 3"" RP truck bay fill
Loch Monster Plumbing, LLC	700-0000-4550	350.00	5/14/2026	backflow test well 3
		2,900.41	5/14/2026	
Loch Monster Plumbing, LLC		2,900.41		
Lockridge Grindal Nauen P.L.L.P	101-1110-4312	3,333.33	5/21/2026	Lobbying expenses-May 2026
		3,333.33	5/21/2026	
Lockridge Grindal Nauen P.L.L.P		3,333.33		
MACQUEEN EQUIPMENT	101-1220-4120	79.32	5/14/2026	gasket
		79.32	5/14/2026	
MACQUEEN EQUIPMENT		79.32		
Marco Inc	101-1170-4410	832.50	5/13/2026	Copier lease

Last Name	Acct 1	Amount	Check Date	Description
Marco Inc	720-0000-4410	55.50	5/13/2026	copier lease
Marco Inc	700-0000-4410	111.00	5/13/2026	copier lease
Marco Inc	701-0000-4410	111.00	5/13/2026	Copier lease
		1,110.00	5/13/2026	
Marco Inc	101-1160-4411	735.00	5/27/2026	Copier lease
		735.00	5/27/2026	
Marco Inc		1,845.00		
MERLINS ACE HARDWARE	701-0000-4120	8.49	5/21/2026	Measure cup angle
MERLINS ACE HARDWARE	700-0000-4150	39.06	5/21/2026	Kitchen brush Utility knife funnel galv nipple
MERLINS ACE HARDWARE	101-1550-4510	3.59	5/21/2026	basket strainer
MERLINS ACE HARDWARE	101-1550-4151	13.57	5/21/2026	Square head plug Anti-seize lubricant
MERLINS ACE HARDWARE	700-0000-4120	8.50	5/21/2026	Measure cup angle
MERLINS ACE HARDWARE	101-1550-4260	25.77	5/21/2026	Drill Bits
MERLINS ACE HARDWARE	101-1320-4120	159.68	5/21/2026	Chain Saw Chain Paint Lettering
MERLINS ACE HARDWARE	701-0000-4150	2.49	5/21/2026	Kitchen Brush
MERLINS ACE HARDWARE	101-1550-4120	191.88	5/21/2026	o-ring Weedclear Cleaning kit Tube Brush
MERLINS ACE HARDWARE	101-1320-4150	65.98	5/21/2026	Mailbox
MERLINS ACE HARDWARE	101-1550-4510	9.47	5/21/2026	Scour pad Gasket Barkeepers Friend 26oz
		528.48	5/21/2026	
MERLINS ACE HARDWARE		528.48		
Metro Garage Door Company	101-1220-4510	2,500.00	5/28/2026	Fire Station Door Repair
Metro Garage Door Company	101-1220-4510	440.00	5/28/2026	Fire Station Door Repair
Metro Garage Door Company	101-1220-4510	3,686.95	5/28/2026	Fire Station Door Repair
		6,626.95	5/28/2026	
Metro Garage Door Company		6,626.95		
Metronet Holdings, LLC	700-7043-4310	56.49	5/13/2026	Telephone & Communication Charges
		56.49	5/13/2026	

Last Name	Acct 1	Amount	Check Date	Description
Metronet Holdings, LLC		56.49		
METROPOLITAN COUNCIL	701-0000-4509	264,887.91	5/14/2026	Wastewater services June 2026
		264,887.91	5/14/2026	
METROPOLITAN COUNCIL		264,887.91		
Metropolitan Council, Env Svcs	701-0000-2023	1,038,730.00	5/14/2026	April 2026 SAC
Metropolitan Council, Env Svcs	101-1250-3816	-10,387.30	5/14/2026	April 2026 SAC
		1,028,342.70	5/14/2026	
Metropolitan Council, Env Svcs		1,028,342.70		
Metropolitan Life Insurance Company	101-1530-4036	0.55	5/21/2026	Quarter 1 matching FICA taxes
Metropolitan Life Insurance Company	101-1530-4035	2.37	5/21/2026	Quarter 1 matching FICA taxes
		2.92	5/21/2026	
Metropolitan Life Insurance Company		2.92		
MIDWEST PLAYSCAPES	101-1550-4120	2,629.00	5/28/2026	Replacement Backboards and rims for North Lotus Park
		2,629.00	5/28/2026	
MIDWEST PLAYSCAPES		2,629.00		
Midwest Pump Works	701-0000-4551	3,703.71	5/14/2026	repair leaking flange LS24
		3,703.71	5/14/2026	
Midwest Pump Works	701-0000-4551	108.00	5/21/2026	LS 22 ABS gasket
		108.00	5/21/2026	
Midwest Pump Works	701-0000-4551	108.00	5/28/2026	LS # 9 ABS seal
Midwest Pump Works	701-0000-4551	166.70	5/28/2026	LS #24 ABS seal ring

Last Name	Acct 1	Amount	Check Date	Description
		274.70	5/28/2026	
Midwest Pump Works		4,086.41		
Minnesota Equipment	101-1550-4120	149.34	5/21/2026	tractor parts
		149.34	5/21/2026	
Minnesota Equipment		149.34		
Minnesota Roadways Co	101-1320-4157	507.10	5/21/2026	asphalt emulsion
		507.10	5/21/2026	
Minnesota Roadways Co		507.10		
Minnesota Sodding Company LLC	101-1550-4300	1,643.81	5/21/2026	Move 3 Heads on Field #1
Minnesota Sodding Company LLC	101-1550-4300	3,478.80	5/21/2026	Resod 4' New on Fields 4 & 5
Minnesota Sodding Company LLC	101-1550-4300	19,669.83	5/21/2026	Edge & Machine Control Grade Fields 4 5 & 6
		24,792.44	5/21/2026	
Minnesota Sodding Company LLC		24,792.44		
MINNETONKA TITLE	700-0000-2020	2.08	5/13/2026	Refund Check 020535-000, 7702 BLUEBONNET BLVD
MINNETONKA TITLE	700-0000-2020	19.72	5/13/2026	Refund Check 020535-000, 7702 BLUEBONNET BLVD
MINNETONKA TITLE	701-0000-2020	27.12	5/13/2026	Refund Check 020535-000, 7702 BLUEBONNET BLVD
MINNETONKA TITLE	720-0000-2020	1.87	5/13/2026	Refund Check 020535-000, 7702 BLUEBONNET BLVD
		50.79	5/13/2026	
MINNETONKA TITLE		50.79		
MN Board of Water and Soil Resources	720-0000-4300	500.00	5/14/2026	2026 AMF - Account #127
		500.00	5/14/2026	

Last Name	Acct 1	Amount	Check Date	Description
MN Board of Water and Soil Resources		500.00		
MN DEPT OF LABOR AND INDUSTRY	101-1250-3818	-172.33	5/14/2026	April 2026 Surcharge
MN DEPT OF LABOR AND INDUSTRY	101-0000-2022	8,616.23	5/14/2026	April 2026 Surcharge
		8,443.90	5/14/2026	
MN DEPT OF LABOR AND INDUSTRY		8,443.90		
MN DEPT OF NATURAL RESOURCES	700-0000-4509	2,172.00	5/27/2026	Hwy 5 Watermain License to Cross Public Waters
		2,172.00	5/27/2026	
MN DEPT OF NATURAL RESOURCES		2,172.00		
MN VALLEY ELECTRIC COOP	101-1350-4320	277.49	5/20/2026	Electric Charges
		277.49	5/20/2026	
MN VALLEY ELECTRIC COOP		277.49		
MOR Golf and Utiliity Inc	101-1600-4300	720.00	5/21/2026	Memorial Day - Golf Carts
		720.00	5/21/2026	
MOR Golf and Utiliity Inc		720.00		
NAPA AUTO & TRUCK PARTS	101-1220-4120	5.38	5/14/2026	fitting
NAPA AUTO & TRUCK PARTS	101-1320-4120	181.24	5/14/2026	battery
NAPA AUTO & TRUCK PARTS	700-0000-4120	73.43	5/14/2026	filters/clamps
NAPA AUTO & TRUCK PARTS	101-1550-4120	34.30	5/14/2026	clamps/filters
		294.35	5/14/2026	
NAPA AUTO & TRUCK PARTS	101-1550-4120	120.12	5/21/2026	filters
		120.12	5/21/2026	

Last Name	Acct 1	Amount	Check Date	Description
NAPA AUTO & TRUCK PARTS		414.47		
NOVEL SOLAR THREE, LLC	701-0000-4320	3,118.59	5/20/2026	Electric Charges
NOVEL SOLAR THREE, LLC	101-1350-4320	118.66	5/20/2026	Electric Charges
NOVEL SOLAR THREE, LLC	700-0000-4320	5,675.76	5/20/2026	Electric Charges
		8,913.01	5/20/2026	
NOVEL SOLAR THREE, LLC		8,913.01		
NvoicePay	101-1130-4300	744.06	5/21/2026	Payment processing-April
		744.06	5/21/2026	
NvoicePay		744.06		
NYSTROM PUBLISHING COMPANY INC	101-1125-4335	4,920.87	5/14/2026	2026 Connection
NYSTROM PUBLISHING COMPANY INC	101-1120-4330	2,677.75	5/14/2026	2026 Connection -postage
NYSTROM PUBLISHING COMPANY INC	101-1425-4300	1,850.50	5/14/2026	2026 Connection -recycling cards
		9,449.12	5/14/2026	
NYSTROM PUBLISHING COMPANY INC	601-6057-4300	4,035.29	5/28/2026	Market Blvd Mailer
		4,035.29	5/28/2026	
NYSTROM PUBLISHING COMPANY INC		13,484.41		
OPG-3, Inc	101-1160-4212	40,937.49	5/21/2026	Yearly Laserfiche renewal
		40,937.49	5/21/2026	
OPG-3, Inc		40,937.49		
OTTO ASSOCIATES	101-0000-2076	600.00	5/28/2026	Vacation of Road ROW @ 600 W 94th St
		600.00	5/28/2026	

Last Name	Acct 1	Amount	Check Date	Description
OTTO ASSOCIATES		600.00		
PAWLAK STEVEN A. & JULIE EICHELE	720-0000-2020	82.44	5/13/2026	Refund Check 017045-000, 2031 TIMBERWOOD DRIVE
		82.44	5/13/2026	
PAWLAK STEVEN A. & JULIE EICHELE		82.44		
Pinnacle Pest Control	101-1220-4510	200.00	5/21/2026	pest control
Pinnacle Pest Control	101-1170-4510	250.00	5/21/2026	pest control
Pinnacle Pest Control	101-1312-4510	250.00	5/21/2026	pest control
Pinnacle Pest Control	101-1190-4510	225.00	5/21/2026	pest control
Pinnacle Pest Control	700-7043-4510	125.00	5/21/2026	pest control
Pinnacle Pest Control	700-7019-4510	125.00	5/21/2026	pest control
		1,175.00	5/21/2026	
Pinnacle Pest Control		1,175.00		
Pitney Bowes Inc.	101-1120-4410	180.72	5/28/2026	meter rental 02/08/26-05/07/26
		180.72	5/28/2026	
Pitney Bowes Inc.		180.72		
Plan Concrete Asphalt LLC	101-0000-2073	750.00	5/21/2026	ESC Escrow release 3861 Leslee Curve-Receipt #705541
		750.00	5/21/2026	
Plan Concrete Asphalt LLC		750.00		
PLUCINAK PETER & KARRI	720-0000-2020	46.64	5/13/2026	Refund Check 013480-000, 3631 SOUTH CEDAR DRIVE
PLUCINAK PETER & KARRI	700-0000-2020	4.50	5/13/2026	Refund Check 013480-000, 3631 SOUTH CEDAR DRIVE
PLUCINAK PETER & KARRI	701-0000-2020	50.45	5/13/2026	Refund Check 013480-000, 3631 SOUTH CEDAR DRIVE
PLUCINAK PETER & KARRI	700-0000-2020	16.75	5/13/2026	Refund Check 013480-000, 3631 SOUTH CEDAR DRIVE
		118.34	5/13/2026	

Last Name	Acct 1	Amount	Check Date	Description
PLUCINAK PETER & KARRI		118.34		
POWERS JON & DIANE & BRIAN	701-0000-2020	18.39	5/13/2026	Refund Check 020594-000, 8627 LAKE RILEY DRIVE
POWERS JON & DIANE & BRIAN	700-0000-2020	6.06	5/13/2026	Refund Check 020594-000, 8627 LAKE RILEY DRIVE
POWERS JON & DIANE & BRIAN	720-0000-2020	10.88	5/13/2026	Refund Check 020594-000, 8627 LAKE RILEY DRIVE
POWERS JON & DIANE & BRIAN	700-0000-2020	2.04	5/13/2026	Refund Check 020594-000, 8627 LAKE RILEY DRIVE
		37.37	5/13/2026	
POWERS JON & DIANE & BRIAN		37.37		
PRECISE MRM LLC	101-1320-4310	315.00	5/21/2026	AVL plow trucks
		315.00	5/21/2026	
PRECISE MRM LLC		315.00		
Precision Utilities	700-0000-4552	7,255.00	5/14/2026	water main break HWY 101@ cheyenne trail
		7,255.00	5/14/2026	
Precision Utilities		7,255.00		
Premium Waters, Inc	101-1550-4120	4.38	5/21/2026	Lake Ann water
		4.38	5/21/2026	
Premium Waters, Inc		4.38		
Pro-Tec Design, Inc.	700-7025-4706	9,853.81	5/14/2026	Video recording server for utility cameras
Pro-Tec Design, Inc.	701-7025-4706	9,853.81	5/14/2026	Video recording server for utility cameras
		19,707.62	5/14/2026	
Pro-Tec Design, Inc.		19,707.62		
Pro-Tree Outdoor Services	720-6053-4751	7,000.00	5/28/2026	Tree Removal- 7480 Frontier Trl

Last Name	Acct 1	Amount	Check Date	Description
		7,000.00	5/28/2026	
Pro-Tree Outdoor Services		7,000.00		
Rademacher Daniel	720-7207-4150	2,280.00	5/28/2026	Nuisance beaver removal
		2,280.00	5/28/2026	
Rademacher Daniel		2,280.00		
Rain for Rent	701-0000-4405	935.63	5/21/2026	FOG disposal/ rental box
		935.63	5/21/2026	
Rain for Rent		935.63		
RAINBOW TREE COMPANY	101-1425-4574	1,049.00	5/21/2026	Apple Scab Treatment Rec Center Round 2
		1,049.00	5/21/2026	
RAINBOW TREE COMPANY		1,049.00		
RILEY CHARLES & RITA	701-0000-2020	2.68	5/13/2026	Refund Check 100979-000, 7000 TECUMSEH LANE
RILEY CHARLES & RITA	700-0000-2020	2.41	5/13/2026	Refund Check 100979-000, 7000 TECUMSEH LANE
RILEY CHARLES & RITA	700-0000-2020	0.67	5/13/2026	Refund Check 100979-000, 7000 TECUMSEH LANE
RILEY CHARLES & RITA	720-0000-2020	6.98	5/13/2026	Refund Check 100979-000, 7000 TECUMSEH LANE
		12.74	5/13/2026	
RILEY CHARLES & RITA		12.74		
Ripp Lawrence	601-6057-4300	295.00	5/20/2026	Market Blvd Business Event - Vendor
		295.00	5/20/2026	

Last Name	Acct 1	Amount	Check Date	Description
Ripp Lawrence		295.00		
Roers Chanhassen Bennett Apartments Owner LLC	212-0000-4902	100,000.00	5/20/2026	Carver County CDA Grant
		100,000.00	5/20/2026	
Roers Chanhassen Bennett Apartments Owner LLC		100,000.00		
Ryan Contracting Company	720-6053-4751	3,848.53	5/14/2026	Storm
Ryan Contracting Company	601-6053-4751	5,054.00	5/14/2026	PMP
Ryan Contracting Company	701-6053-4751	13,241.56	5/14/2026	Sanitary
		22,144.09	5/14/2026	
Ryan Contracting Company		22,144.09		
SCHRAM LAWRENCE & DELPHA	700-0000-2020	4.69	5/13/2026	Refund Check 016046-000, 7892 AUTUMN RIDGE AVE
SCHRAM LAWRENCE & DELPHA	720-0000-2020	1.45	5/13/2026	Refund Check 016046-000, 7892 AUTUMN RIDGE AVE
SCHRAM LAWRENCE & DELPHA	700-0000-2020	0.64	5/13/2026	Refund Check 016046-000, 7892 AUTUMN RIDGE AVE
SCHRAM LAWRENCE & DELPHA	701-0000-2020	8.40	5/13/2026	Refund Check 016046-000, 7892 AUTUMN RIDGE AVE
		15.18	5/13/2026	
SCHRAM LAWRENCE & DELPHA		15.18		
SCOTT COUNTY TREASURER	101-1220-4370	500.00	5/28/2026	Training rental of props
		500.00	5/28/2026	
SCOTT COUNTY TREASURER		500.00		
SCOTT NELSON COACHING INC	101-1220-4370	900.00	5/28/2026	Leadership coaching with officer group
		900.00	5/28/2026	
SCOTT NELSON COACHING INC		900.00		

Last Name	Acct 1	Amount	Check Date	Description
SEH	410-4410-4300	3,036.47	5/28/2026	Lake Ann Park Preserve
		3,036.47	5/28/2026	
SEH		3,036.47		
Shred-N-Go Inc	101-1425-4300	3,260.00	5/21/2026	Spring Shredding Event
		3,260.00	5/21/2026	
Shred-N-Go Inc		3,260.00		
Silva Screenprinting & Dist, LLC	101-1540-4240	200.00	5/28/2026	Concession staff uniforms
Silva Screenprinting & Dist, LLC	101-1616-4240	1,951.04	5/28/2026	Program staff uniforms
		2,151.04	5/28/2026	
Silva Screenprinting & Dist, LLC		2,151.04		
SiteOne Landscape Supply	101-1550-4151	9.47	5/28/2026	Sprinkler head (Replacement)
SiteOne Landscape Supply	101-1550-4151	61.32	5/28/2026	Irrigation valve boxes (Replacements)
		70.79	5/28/2026	
SiteOne Landscape Supply		70.79		
SOUTHWEST CORRIDOR TRANS COAL	101-1310-4303	1,200.00	5/21/2026	TH7 2026 Regional Solicitation Application Contribution
		1,200.00	5/21/2026	
SOUTHWEST CORRIDOR TRANS COAL		1,200.00		
Spectrum Screen Printing Inc	101-1250-4240	21.00	5/28/2026	Building dept - Clothing
Spectrum Screen Printing Inc	101-1250-4240	761.11	5/28/2026	Building Dept - Clothing
		782.11	5/28/2026	

Last Name	Acct 1	Amount	Check Date	Description
Spectrum Screen Printing Inc		782.11		
STRATOGUARD LLC	101-1160-4205	230.56	5/21/2026	Proofpoint email security gateway monthly charge
		230.56	5/21/2026	
STRATOGUARD LLC		230.56		
SWISHER KATELIN	700-0000-2020	2.81	5/13/2026	Refund Check 101745-000, 7671 NICHOLAS WAY
SWISHER KATELIN	701-0000-2020	28.40	5/13/2026	Refund Check 101745-000, 7671 NICHOLAS WAY
SWISHER KATELIN	720-0000-2020	5.60	5/13/2026	Refund Check 101745-000, 7671 NICHOLAS WAY
SWISHER KATELIN	700-0000-2020	17.89	5/13/2026	Refund Check 101745-000, 7671 NICHOLAS WAY
		54.70	5/13/2026	
SWISHER KATELIN		54.70		
TBEI, Inc	400-4108-4704	111,552.00	5/14/2026	Box Lighting Hydraulics Plow Installation
		111,552.00	5/14/2026	
TBEI, Inc		111,552.00		
TimeSaver Off Site Secretarial, Inc	101-1125-4300	178.00	5/21/2026	Planning Commission Meeting minutes 4/21/26
TimeSaver Off Site Secretarial, Inc	101-1125-4300	178.00	5/21/2026	City Council Minutes 4-13-26
TimeSaver Off Site Secretarial, Inc	101-1125-4300	178.00	5/21/2026	Park & Recreation Minutes 4-29-26
TimeSaver Off Site Secretarial, Inc	101-1125-4300	219.50	5/21/2026	City Council Meeting Minutes
		753.50	5/21/2026	
TimeSaver Off Site Secretarial, Inc		753.50		
TITLE CHOICE LLC	700-0000-2020	3.49	5/13/2026	Refund Check 104530-000, 8561 FLAMINGO DRIVE
TITLE CHOICE LLC	700-0000-2020	0.25	5/13/2026	Refund Check 104530-000, 8561 FLAMINGO DRIVE
TITLE CHOICE LLC	720-0000-2020	2.60	5/13/2026	Refund Check 104530-000, 8561 FLAMINGO DRIVE
TITLE CHOICE LLC	701-0000-2020	6.55	5/13/2026	Refund Check 104530-000, 8561 FLAMINGO DRIVE

Last Name	Acct 1	Amount	Check Date	Description
		12.89	5/13/2026	
TITLE CHOICE LLC		12.89		
TITLE SPECIALISTS INC	720-0000-2020	12.42	5/13/2026	Refund Check 101559-000, 1460 JERSEY WAY
TITLE SPECIALISTS INC	700-0000-2020	20.28	5/13/2026	Refund Check 101559-000, 1460 JERSEY WAY
TITLE SPECIALISTS INC	701-0000-2020	33.91	5/13/2026	Refund Check 101559-000, 1460 JERSEY WAY
TITLE SPECIALISTS INC	700-0000-2020	1.73	5/13/2026	Refund Check 101559-000, 1460 JERSEY WAY
		68.34	5/13/2026	
TITLE SPECIALISTS INC		68.34		
TITLEMARK LLC	701-0000-2020	72.01	5/13/2026	Refund Check 018607-000, 466 GREENVIEW DRIVE
TITLEMARK LLC	720-0000-2020	20.77	5/13/2026	Refund Check 018607-000, 466 GREENVIEW DRIVE
TITLEMARK LLC	700-0000-2020	2.01	5/13/2026	Refund Check 018607-000, 466 GREENVIEW DRIVE
TITLEMARK LLC	700-0000-2020	34.74	5/13/2026	Refund Check 018607-000, 466 GREENVIEW DRIVE
		129.53	5/13/2026	
TITLEMARK LLC		129.53		
TITLESMART INC	700-0000-2020	2.13	5/13/2026	Refund Check 100760-000, 8581 FLAMINGO DRIVE
TITLESMART INC	700-0000-2020	29.62	5/13/2026	Refund Check 100760-000, 8581 FLAMINGO DRIVE
TITLESMART INC	701-0000-2020	55.54	5/13/2026	Refund Check 100760-000, 8581 FLAMINGO DRIVE
TITLESMART INC	720-0000-2020	22.05	5/13/2026	Refund Check 100760-000, 8581 FLAMINGO DRIVE
		109.34	5/13/2026	
TITLESMART INC		109.34		
True North Controls	701-0000-4551	1,694.00	5/28/2026	antennas for communication for sewer
		1,694.00	5/28/2026	
True North Controls		1,694.00		

Last Name	Acct 1	Amount	Check Date	Description
TurfTime Equipment LLC	101-1550-4359	299.25	5/28/2026	LC Per MN Statute 471.425
TurfTime Equipment LLC	101-1550-4300	9,975.00	5/28/2026	Roller
		10,274.25	5/28/2026	
TurfTime Equipment LLC		10,274.25		
TWIN CITY SEED CO.	701-0000-4150	381.25	5/28/2026	lawn seed
TWIN CITY SEED CO.	700-0000-4150	381.25	5/28/2026	lawn seed
		762.50	5/28/2026	
TWIN CITY SEED CO.		762.50		
USA BLUE BOOK	700-7019-4160	1,380.21	5/14/2026	chemicals
		1,380.21	5/14/2026	
USA BLUE BOOK	700-7043-4160	2,326.69	5/21/2026	chemicals
USA BLUE BOOK	700-7043-4160	323.01	5/21/2026	chemicals
		2,649.70	5/21/2026	
USA BLUE BOOK	701-0000-4150	55.60	5/28/2026	vinyl gloves
USA BLUE BOOK	701-0000-4150	152.20	5/28/2026	hand sanitizer
USA BLUE BOOK	701-0000-4551	283.45	5/28/2026	LS eco-float switch
		491.25	5/28/2026	
USA BLUE BOOK		4,521.16		
Vavrin John	101-1537-4345	300.00	5/28/2026	DJ for Barnyard Boogie
		300.00	5/28/2026	
Vavrin John		300.00		
VERIZON WIRELESS	701-0000-4310	95.13	5/27/2026	Telephone & Communication Charges
VERIZON WIRELESS	700-0000-4310	95.13	5/27/2026	Telephone & Communication Charges

Last Name	Acct 1	Amount	Check Date	Description
		190.26	5/27/2026	
VERIZON WIRELESS		190.26		
Waste Management of Minnesota, Inc	101-1312-4329	150.51	5/21/2026	Garbage Service-May
Waste Management of Minnesota, Inc	101-1550-4329	677.42	5/21/2026	Garbage Service-May
Waste Management of Minnesota, Inc	700-0000-4329	18.81	5/21/2026	Garbage Service-May
Waste Management of Minnesota, Inc	101-1220-4329	87.70	5/21/2026	Garbage Service-May
Waste Management of Minnesota, Inc	701-0000-4329	18.81	5/21/2026	Garbage Service-May
Waste Management of Minnesota, Inc	101-1170-4329	195.78	5/21/2026	Garbage Service-may
		1,149.03	5/21/2026	
Waste Management of Minnesota, Inc		1,149.03		
Water Conservation Services, Inc.	700-0000-4300	506.61	5/14/2026	water leak 65 @ Galpin
		506.61	5/14/2026	
Water Conservation Services, Inc.		506.61		
WATERMARK TITLE AGENCY	700-0000-2020	0.44	5/13/2026	Refund Check 100563-000, 7703 VASSERMAN PLACE
WATERMARK TITLE AGENCY	701-0000-2020	5.69	5/13/2026	Refund Check 100563-000, 7703 VASSERMAN PLACE
WATERMARK TITLE AGENCY	720-0000-2020	4.51	5/13/2026	Refund Check 100563-000, 7703 VASSERMAN PLACE
WATERMARK TITLE AGENCY	700-0000-2020	2.20	5/13/2026	Refund Check 100563-000, 7703 VASSERMAN PLACE
WATERMARK TITLE AGENCY	700-0000-2020	121.87	5/13/2026	Refund Check 105652-000, 8716 NORTH BAY DRIVE
WATERMARK TITLE AGENCY	700-0000-2020	3.67	5/13/2026	Refund Check 105652-000, 8716 NORTH BAY DRIVE
WATERMARK TITLE AGENCY	701-0000-2020	239.28	5/13/2026	Refund Check 105652-000, 8716 NORTH BAY DRIVE
WATERMARK TITLE AGENCY	720-0000-2020	14.62	5/13/2026	Refund Check 105652-000, 8716 NORTH BAY DRIVE
		392.28	5/13/2026	
WATERMARK TITLE AGENCY		392.28		
WATEROUS COMPANY	101-1220-4120	880.00	5/14/2026	valve repair kits
		880.00	5/14/2026	

Last Name	Acct 1	Amount	Check Date	Description
WATEROUS COMPANY		880.00		
WELIVER ADAM & CHRISTINA	700-0000-2020	42.03	5/13/2026	Refund Check 101241-000, 7424 MOCCASIN TRAIL
WELIVER ADAM & CHRISTINA	701-0000-2020	83.60	5/13/2026	Refund Check 101241-000, 7424 MOCCASIN TRAIL
WELIVER ADAM & CHRISTINA	700-0000-2020	1.83	5/13/2026	Refund Check 101241-000, 7424 MOCCASIN TRAIL
WELIVER ADAM & CHRISTINA	720-0000-2020	18.96	5/13/2026	Refund Check 101241-000, 7424 MOCCASIN TRAIL
		146.42	5/13/2026	
WELIVER ADAM & CHRISTINA		146.42		
WHITNEY CHASE	701-0000-2020	15.92	5/13/2026	Refund Check 102383-000, 7641 NICHOLAS WAY
WHITNEY CHASE	700-0000-2020	1.22	5/13/2026	Refund Check 102383-000, 7641 NICHOLAS WAY
WHITNEY CHASE	720-0000-2020	2.43	5/13/2026	Refund Check 102383-000, 7641 NICHOLAS WAY
WHITNEY CHASE	700-0000-2020	6.17	5/13/2026	Refund Check 102383-000, 7641 NICHOLAS WAY
		25.74	5/13/2026	
WHITNEY CHASE		25.74		
WM MUELLER & SONS INC	101-1320-4157	316.68	5/14/2026	pothole patching
		316.68	5/14/2026	
WM MUELLER & SONS INC	101-1320-4157	855.40	5/21/2026	pothole patching
WM MUELLER & SONS INC	700-0000-4150	768.11	5/21/2026	asphalt for water main break HWY101 @ cheyenne
		1,623.51	5/21/2026	
WM MUELLER & SONS INC	101-1320-4157	630.63	5/28/2026	pothole patching
WM MUELLER & SONS INC	101-1320-4157	641.55	5/28/2026	pothole patching
WM MUELLER & SONS INC	700-0000-4150	578.89	5/28/2026	water main repair Mission Hills way E
WM MUELLER & SONS INC	101-1320-4157	459.55	5/28/2026	pothole patching
WM MUELLER & SONS INC	700-0000-4150	796.48	5/28/2026	water main repair Mission Hills way E
		3,107.10	5/28/2026	
WM MUELLER & SONS INC		5,047.29		

Last Name	Acct 1	Amount	Check Date	Description
Wood Holly	101-1539-4343	877.50	5/21/2026	4262.130 and 4262.131 Line Dance Instruction
		877.50	5/21/2026	
Wood Holly		877.50		
WSB & ASSOCIATES INC	420-4153-4706	1,588.73	5/14/2026	Lake Ann Beach Improvements
WSB & ASSOCIATES INC	410-0000-4706	3,116.35	5/14/2026	Lake Ann Beach Improvements
WSB & ASSOCIATES INC	720-0000-4300	4,608.75	5/14/2026	WR Support Services
WSB & ASSOCIATES INC	720-0000-4706	1,038.79	5/14/2026	Lake Ann Park Preserve
WSB & ASSOCIATES INC	601-6040-4300	4,031.26	5/14/2026	City @ 25%
WSB & ASSOCIATES INC	601-6140-4300	12,093.79	5/14/2026	County @75%
WSB & ASSOCIATES INC	720-0000-4300	1,101.25	5/14/2026	WCA Support
WSB & ASSOCIATES INC	101-1311-4306	1,300.00	5/14/2026	GIS Support Services
WSB & ASSOCIATES INC	720-7025-4300	28,683.75	5/14/2026	2025 Pond Maintenance Project
WSB & ASSOCIATES INC	701-0000-4706	366.63	5/14/2026	Lake Ann Beach Improvements
		57,929.30	5/14/2026	
WSB & ASSOCIATES INC		57,929.30		
XCEL ENERGY INC	700-0000-4320	207.78	5/20/2026	Electric Charges
XCEL ENERGY INC	101-1350-4320	24.72	5/20/2026	Electric Charges
XCEL ENERGY INC	101-1350-4320	3,390.04	5/20/2026	Electric Charges
		3,622.54	5/20/2026	
XCEL ENERGY INC	101-1600-4320	62.48	5/27/2026	Electric Charges
XCEL ENERGY INC	700-0000-4320	82.12	5/27/2026	Electric Charges
XCEL ENERGY INC	700-0000-4320	1,053.56	5/27/2026	Electric Charges
XCEL ENERGY INC	101-1220-4320	964.98	5/27/2026	Electric Charges
XCEL ENERGY INC	701-0000-4320	14.44	5/27/2026	Electric Charges
XCEL ENERGY INC	101-1312-4320	115.51	5/27/2026	Electric Charges
XCEL ENERGY INC	700-0000-4320	14.44	5/27/2026	Electric Charges
XCEL ENERGY INC	101-1120-1193	-103.72	5/27/2026	Electric Charges
XCEL ENERGY INC	101-1170-4320	4,537.02	5/27/2026	Electric Charges
XCEL ENERGY INC	101-1190-4320	-3,135.08	5/27/2026	Electric Charges
XCEL ENERGY INC	101-1350-4320	20,230.58	5/27/2026	Electric Charges
		23,836.33	5/27/2026	

Last Name	Acct 1	Amount	Check Date	Description
XCEL ENERGY INC		27,458.87		
Yale Mechanical Inc	101-0000-2033	30.25	5/21/2026	Duplicate Payment - 7951 Powers Blvd
		30.25	5/21/2026	
Yale Mechanical Inc		30.25		
ZARNOTH BRUSH WORKS INC	101-1550-4120	2,005.60	5/28/2026	sweeper brooms
		2,005.60	5/28/2026	
ZARNOTH BRUSH WORKS INC		2,005.60		
Zoromski Drew	101-1125-4381	99.59	5/20/2026	GSMCON 2026 meals
		99.59	5/20/2026	
Zoromski Drew		99.59		
		2,367,038.20		

City Council Item

June 8, 2026

Item	Annual Lift Station Maintenance Project	
File No.	CIP Project #SS-017	**Item No:** F.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 contract with Kusske Construction for the maintenance work associated with sanitary sewer lift station #5."

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

SUMMARY

The city annually rehabilitates various public sanitary sewer lift stations to keep them in reliable and proper working order.

BACKGROUND

The city has a total of 33 public sanitary sewer lift stations. A map showing all of the lift station locations is attached for reference.

Lift stations collect and pump sewage from low points up to higher-elevation gravity lines. All sewage eventually enters the Met Council Interceptors for conveyance and treatment at the regional plants.

The contract is based on the city's standard template for Non-Bid purchase of Goods and Services.

DISCUSSION

N/A

BUDGET

The annual Lift Station maintenance is included in the 5-year CIP (Project # SS-017). The CIP budget is $110,000.00 for 2026. The Utility Division of the Public Works Department solicited quotes for the LS#5 work which came in as follows:

Kusske Construction	$ 98,019.50
Precision Utilities	$ 103,412.79
Minger Construction	$ 125,221.50

The other 2026 maintenance items include the following operational components, not Capital items:

- Arc Flash upgrades at three sites
- SCADA upgrades, communication delay adjustment and miss count totalizer
- Upgrade 3 Calamp radios to 4rf
- Lift Station 4 gate valve replacement
- Lift Station 9 pump replacement

RECOMMENDATION

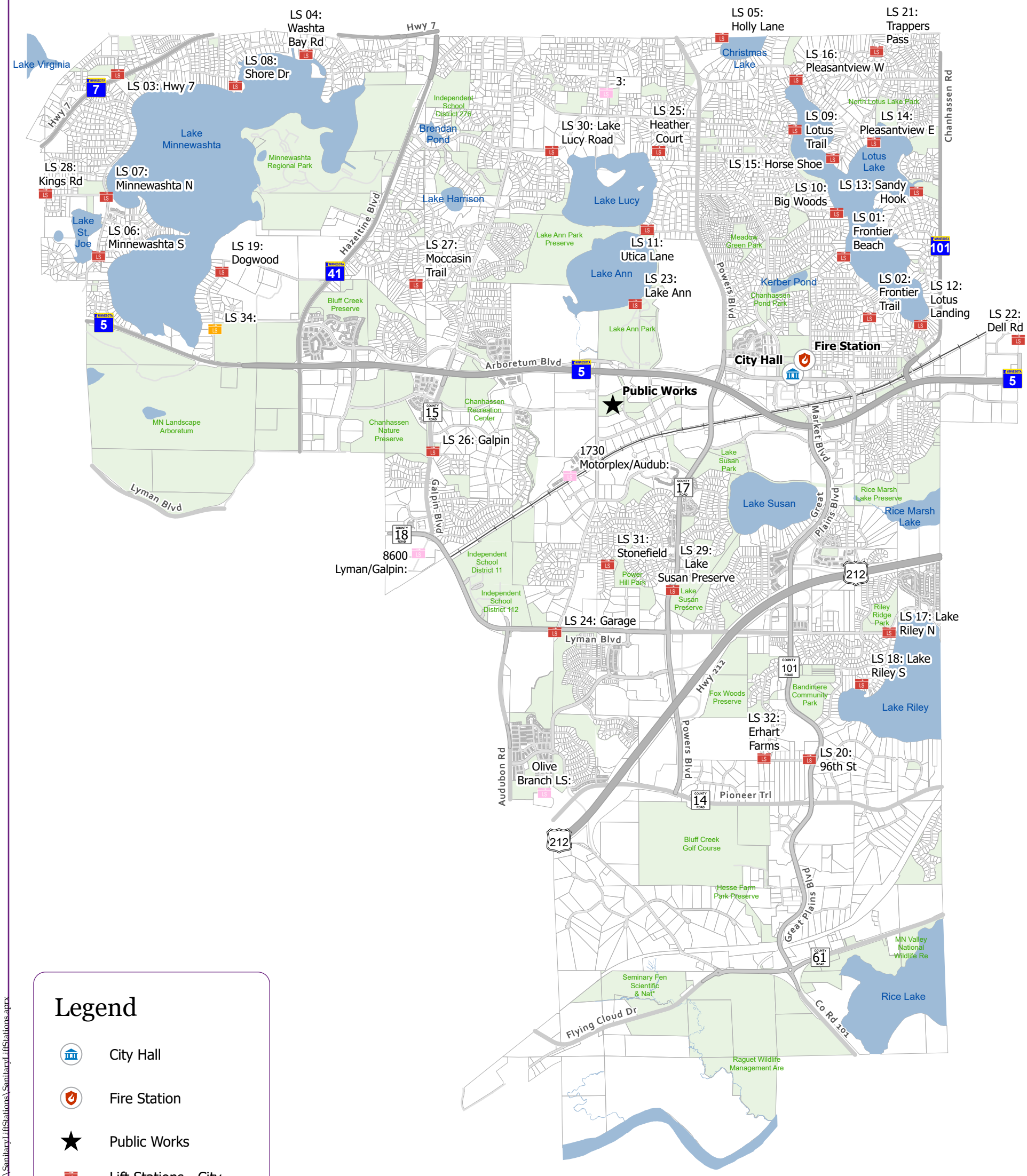
Staff recommends Council approval of the LS #5 Improvement contract to Kusske Construction.

ATTACHMENTS

Lift Stations
Lift Station 5 Quotes
CIP Project #SS-017 - Annual Lift Station Maintenance

City of Chanhassen

City Sewer Lift Stations



Legend

- City Hall
- Fire Station
- Public Works
- Lift Stations - City
- Lift Stations - Private
- Lift Stations - Planned

Created By: City of Chanhassen - Engineering Department
Date Created: 4/22/2026

0 3,000 Feet
0 0.5 Mile

Document Path: K:\Departments\Engineering\SanitaryLiftStations\SanitaryLiftStations.aprx

Lift Station # 5 Improvements

City of Chanhassen

Item	Description	Estimated QTY	Unit	Price	Extended
1	MOBILIZATION	1	LS	$ 13,210.00	$ 13,210.00
2	REMOVE TREE (CLEAR AND GRUB)	5	EACH	$ 1,250.00	$ 6,250.00
3	TREE TRIMMING/LARGE LIMBS	1	LS	$ 850.00	$ 850.00
4	REMOVE CHAIN LINK FENCE	60	LF	$ 15.00	$ 900.00
5	REMOVE 6" DIP FORCEMAIN	23	LF	$ 69.00	$ 1,587.00
6	REMOVE PVC RISER	1	LS	$ 790.00	$ 790.00
7	STREET SWEEPING	10	HOURS	$ 85.00	$ 850.00
8	REMOVE CONCRETE PAD	18	SF	$ 41.00	$ 738.00
9	EXCAVATION - COMMON	65	CY	$ 50.00	$ 3,250.00
10	AGGREGATE BASE CL 5	17	CY	$ 45.00	$ 765.00
11	8" CONCRETE PAD	770	SF	$ 23.35	$ 17,979.50
12	SEED 25-141	110	SY	$ 6.60	$ 726.00
13	SEED 34-262	25	SY	$ 6.60	$ 165.00
14	COMMON TOPSOIL BORROW	20	CY	$ 46.00	$ 920.00
15	EROSION CONTROL BLANKET	10	SY	$ 16.50	$ 165.00
16	TURF REINFORCEMENT MAT	20	SY	$ 21.00	$ 420.00
17	CL 2 RIP RAP WITH FABRIC	15	CY	$ 110.00	$ 1,650.00
18	CL 2 AGGREGATE SURFACE	40	CY	$ 45.00	$ 1,800.00
19	SEDIMENT CONTROL LOG COIR	20	LF	$ 17.00	$ 340.00
20	SEDIMENT CONTROL LOG WOOD/STRAW	70	LF	$ 5.75	$ 402.50
21	FLOATING SILT FENCE	45	LF	$ 18.50	$ 832.50
22	6" PVC C900	23	LF	$ 93.00	$ 2,139.00
23	6 X 6 MJ WYE	1	EACH	$ 2,850.00	$ 2,850.00
24	6"DIP 45 BEND	1	EACH	$ 1,350.00	$ 1,350.00
25	6" MJ 90 BEND	2	EACH	$ 1,450.00	$ 2,900.00
26	6" KNIFE GATE VALVE	2	EACH	$ 7,160.00	$ 14,320.00
27	MISC WASTEWATER LIFT STATION REHAB COMP	1	LS	$ 19,870.00	$ 19,870.00
					$ 98,019.50

PRECISION UTILITIES

Precision Utilities
434 US-12
Montrose, MN 55363

To:	City Of Chanhassen	**Contact:**	Charlie Burke
Address:	Chanhassen, MN	**Phone:**	
		Fax:	
Project Name:	Chanhassen - Lift Station #5 Imp.	**Bid Number:**	
Project Location:	1005 Holly Ln., Chanhassen, MN	**Bid Date:**	

Precision Utilities LLC is pleased to provide this proposal for the City of Chanhassen Lift Station No. 5 Site Improvements project. Our scope includes site preparation, utility improvements, lift station rehabilitation, concrete pad construction, erosion control, restoration, and all associated work as outlined in the project plans and specifications. We appreciate the opportunity to provide pricing and look forward to working with you on this project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1.00	LS	$7,000.00	$7,000.00
2	REMOVE TREE (CLEAR AND GRUB)	5.00	EACH	$1,300.00	$6,500.00
3	TREE TRIMMING / LARGE TREE LEADER REMOVAL	1.00	LS	$2,450.00	$2,450.00
4	REMOVE CHAIN LINK FENCE AND GATE	60.00	LF	$12.40	$744.00
5	REMOVE 6" DIP FORCEMAIN	23.00	LF	$107.61	$2,475.03
6	REMOVE PVC RISER PIPE	1.00	LS	$450.00	$450.00
7	STREET SWEEPING (WITH PICKUP BROOM)	10.00	HR	$145.00	$1,450.00
8	REMOVE CONCRETE PAD	18.00	SF	$40.13	$722.34
9	EXCAVATION - COMMON (P)	65.00	CY	$51.71	$3,361.15
10	AGGREGATE BASE COURSE CLASS 5	17.00	CY	$104.86	$1,782.62
11	8" CONCRETE PAD (REINFORCED)	770.00	SF	$16.84	$12,966.80
12	SEED 25-141 WITH HYDRAULIC MATRIC MULCH	110.00	SY	$13.71	$1,508.10
13	SEED 34-262 WITH HYDRAULIC MATRIC MULCH	25.00	SY	$13.71	$342.75
14	COMMON TOPSOIL BORROW (LV)	20.00	CY	$111.65	$2,233.00
15	EROSION CONTROL BLANKET, TYPE 45	10.00	SY	$5.79	$57.90
16	TURF REINFORCEMENT MAT, TYPE 55	20.00	SY	$42.65	$853.00
17	CL. 2 RIPRAP DITCH CHECK (INCL. GEOTEXTILE)	15.00	CY	$327.68	$4,915.20
18	CL. 2 SURFACING AGGREGATE	40.00	CY	$119.33	$4,773.20
19	SEDIMENT CONTROL LOG, TYPE COIR	20.00	LF	$15.54	$310.80
20	SEDIMENT CONTROL LOG, TYPE WOOD/STRAW	70.00	LF	$6.71	$469.70
21	FLOATING SILT FENCE	45.00	LF	$29.86	$1,343.70
22	6" PVC C900 DR 18 PIPE SEWER	23.00	LF	$269.29	$6,193.67
23	6" X 6" DIP MJ WYE (INCL. ALL HARDWARE)	1.00	EACH	$2,007.45	$2,007.45
24	6" DIP MJ 45 DEG. BEND (INCL. ALL HARDWARE)	1.00	EACH	$1,227.13	$1,227.13
25	6" DIP MJ 90 DEG. BEND (INCL. ALL HARDWARE)	2.00	EACH	$1,006.07	$2,012.14
26	6" KNIFE GATE VALVE	2.00	EACH	$8,441.45	$16,882.90

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
27	MISC. WASTEWATER LIFT STATION REHAB COMPONENTS	1.00	LS	$18,380.21	$18,380.21

Bid Price Subtotal: **$103,412.79**

Total Bid Price: **$103,412.79**

Notes:

- Bypass pumping is not included and to be determined at a later date.
- Manhole accessories is not included and to be supplied by the city.
- Materials and quantities to be verified prior to ordering.
- Pricing is valid for 30 days from the date of this quote.
- Pricing is based on the quantities shown on the provided plans and specifications. Any changes may result in a change order.
- Quote assumes normal site access, working hours, and uninterrupted production.
- Dewatering, soil corrections, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than if listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, irrigation, sheeting, shoring, bracing, and private utility locates
- Locating, verifying, and protecting existing underground utilities beyond what is shown on the plans is excluded. Unmarked or Unknown utilities may result in addition cost and time.
- Hydro excavation is not included in this scope of work. If required, hydro excavation will be provided at an additional cost and priced as a change order with a detailed description of the work performed.
- Any work outside the stated scope will be performed only with written change order approval.
- Change orders will be priced based on time and material or agreed unit rates.

Payment Terms:

Invoices submitted by the Contractor to the Client are due upon receipt.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Precision Utilities

Authorized Signature: _____

Estimator: Bryce Novak
507-514-2953 bryce@precisionutilities.com

Minger Construction Co., Inc.

620 Corporate Drive
Jordan, MN 55352

PHONE: 952-368-9200 FAX: 952-368-9311

To:	City of Chanhassen	**Contact:**	
Address:	Chanhassen, MN 55317	**Phone:**	(952) 227-1100
		Fax:	(952) 227-1110
Project Name:	Chanhassen Lift Station #5 Rehab	**Bid Number:**	
Project Location:	Chanhassen, MN	**Bid Date:**	5/28/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$14,750.00	$14,750.00
2	Remove Tree	5.00	EACH	$1,650.00	$8,250.00
3	Tree Trimming	1.00	LS	$3,250.00	$3,250.00
4	Remove Chain Link Fence & Gate	60.00	LF	$18.50	$1,110.00
5	Remove 6" DIP Forcemain	23.00	LF	$25.00	$575.00
6	Remove PVC Riser Pipe	1.00	LS	$350.00	$350.00
7	Street Sweeping w/ Pick Up Broom	10.00	HR	$185.00	$1,850.00
8	Remove Concrete Pad	18.00	SF	$6.00	$108.00
9	Excavation - Common (P)	65.00	CY	$75.00	$4,875.00
10	Aggregate Base CL 5	17.00	CY	$150.00	$2,550.00
11	8" Concrete Pad (Reinforced)	770.00	SF	$21.50	$16,555.00
12	Seed 25-141 w/ Hydraulic Matrix Mulch	110.00	SY	$5.60	$616.00
13	Seed 34-262 w/ Hydraulic Matrix Mulch	25.00	SY	$11.20	$280.00
14	Common Topsoil Borrow (LV)	20.00	CY	$90.00	$1,800.00
15	Erosion Control Blanket, Type 45	10.00	SY	$5.60	$56.00
16	Turf Reinforcement Mat, Type 55	20.00	SY	$28.00	$560.00
17	CL 2 Rip Rap Ditch Check	15.00	CY	$200.00	$3,000.00
18	CL 2 Surfacing Aggregate	40.00	CY	$95.00	$3,800.00
19	Sediment Control Log, Type Coir	20.00	LF	$11.20	$224.00
20	Sediment Control Log, Type Wood	70.00	LF	$7.25	$507.50
21	Floating Silt Fence	45.00	LF	$25.00	$1,125.00
22	6" PVC C900 DR 18 Pipe Sewer	23.00	LF	$60.00	$1,380.00
23	6x6 DIP MJ Wye	1.00	EACH	$1,750.00	$1,750.00
24	6" DIP MJ 45 Deg Bend	1.00	EACH	$1,200.00	$1,200.00
25	6" DIP MJ 90 Deg Bend	2.00	EACH	$1,100.00	$2,200.00
26	6" Knife Gate Valve	2.00	EACH	$6,250.00	$12,500.00
27	Misc Lift Station Rehab Components	1.00	LS	$40,000.00	$40,000.00

Total Bid Price: $125,221.50

Notes:

- Bypass By Others (Minger can perform at additional cost)

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Minger Construction Co., Inc.** **Authorized Signature:** _____ **Estimator:** Luke Minger (952) 368-9200 lukem@mingerconst.com

Sewer - Annual Sanitary Sewer Lift Station Rehabilitation

Overview

Request Owner	Charlie Howley, PW Director/City Engineer
Department	Sanitary Sewer Gen Operations
Form Type	Capital Improvement
Request Type	Water, Sewer, and Surface Water Improvements
Project Number	SS-017

Description

The sanitary sewer lift station rehabilitation program is designed to minimize sewer backups and emergency calls due to failed lift station equipment. The City currently owns and maintains 33 lift stations, with at least 5 more with ultimate build-out. Many of these lift stations need frequent servicing due to their multiple components. The program will service or replace pumps, piping, valves, and electrical components as needed.

Details

Type of Project	Improvement

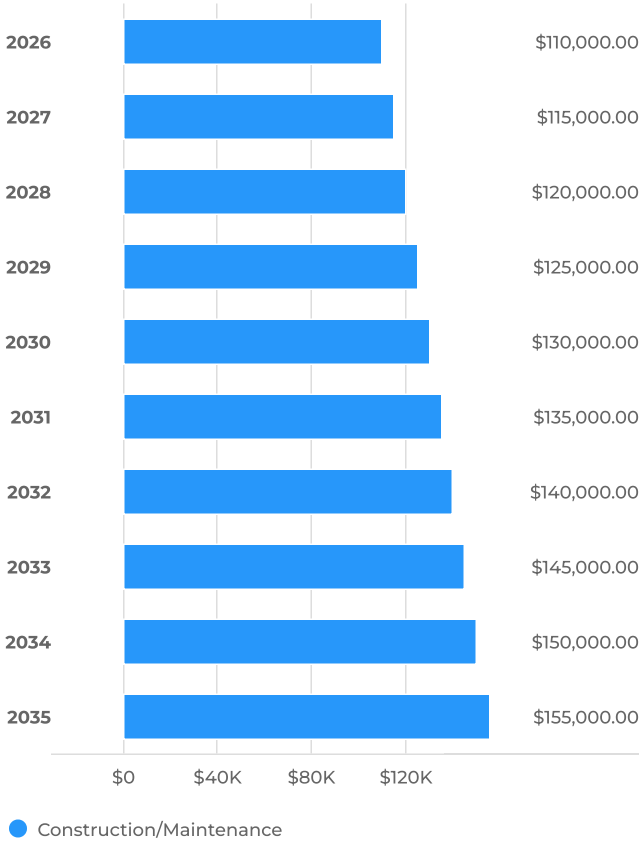
Capital Cost

FY2026 Budget
$110,000

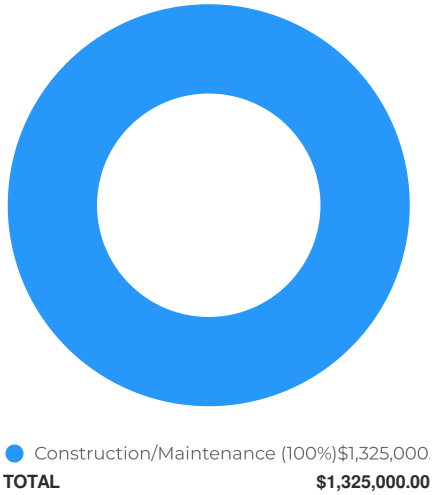
Total Budget (all years)
$1.325M

Project Total
$1.325M

Capital Cost by Year



Capital Cost for Budgeted Years



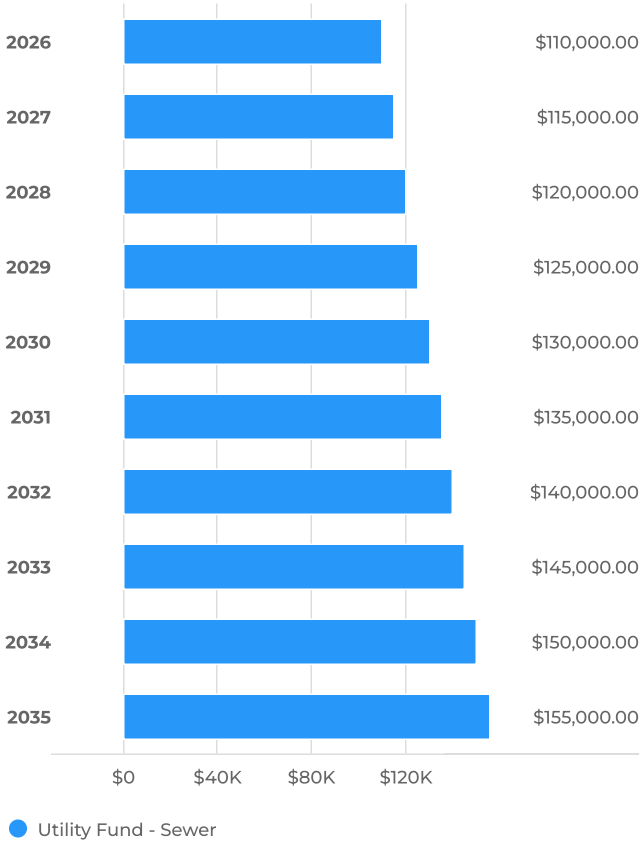
Capital Cost Breakdown

Capital Cost	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033
Construction/Maintenance	$110,000	$115,000	$120,000	$125,000	$130,000	$135,000	$140,000	$145,000
Total	**$110,000**	**$115,000**	**$120,000**	**$125,000**	**$130,000**	**$135,000**	**$140,000**	**$145,000**

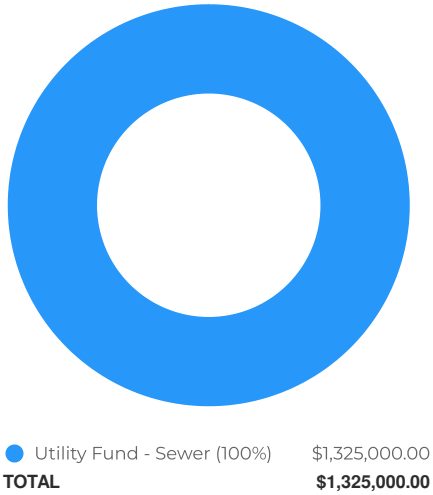
Funding Sources

FY2026 Budget	Total Budget (all years)	Project Total
$110,000	$1.325M	$1.325M

Funding Sources by Year



Funding Sources for Budgeted Years



Funding Sources Breakdown

Funding Sources	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	FY2033	FY2034	FY20
Utility Fund - Sewer	$110,000	$115,000	$120,000	$125,000	$130,000	$135,000	$140,000	$145,000	$150,000	$155,(
Total	**$110,000**	**$115,000**	**$120,000**	**$125,000**	**$130,000**	**$135,000**	**$140,000**	**$145,000**	**$150,000**	**$155,**

City Council Item

June 8, 2026

Item	Utility Crossing License Agreement with Twin Cities & Western Railroad for the Market Blvd Project	
File No.	ENG 25-02	**Item No:** F.10
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 Line License with the Twin Cities & Western Railroad for watermain and irrigation pipes as part of the Market Boulevard Improvement Project."

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

SUMMARY

The Market Boulevard project proposes two pipeline crossings of the Twin Cities and Western (TSW) railroad tracks. One to replace an existing watermain and a second crossing for the new irrigation supply pipe for the planned downtown stormwater reuse system. Utility crossings of the railroad tracks require a license from TCW. Each line requires a separate license.

BACKGROUND

N/A

DISCUSSION

The licenses are an agreement that outline responsibilities for installation, maintenance, costs, use,

insurance, and other provisions.

BUDGET

Each license comes with a fee of $1250 which is part of the overall project budget.

The license requires certain pollution insurance coverage that the city will be adding to our existing policies. The cost of adding the insurance is ~$11,700/year.

RECOMMENDATION

Staff recommends approval of the licenses.

ATTACHMENTS

Agreement TCWR-25-158
Agreement TCWR-26-161

LINE LICENSE FOR UNDERGROUND WATER PIPELINE

CROSSING PERMIT NO.

TCWR-25-158

THIS LICENSE AGREEMENT, is made and entered into as of the ___day of May 2026 by and between **Twin Cities & Western, a Minnesota corporation,** hereinafter called the "Railroad", and **City of Chanhassen** a Minnesota municipal corporation, 7700 Market Blvd, Chanhassen, Minnesota 55317 hereinafter called the "Licensee."

In consideration of the mutual covenants contained herein, Railroad and Licensee agree:

Section 1. License. The Railroad, for and in consideration of the payments and covenants to be kept and performed by the Licensee hereunder, does grant to Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including without limitation any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, install, maintain and operate in strict accordance with the drawings and specifications approved by Railroad as part of Licensee's application process (the "Drawings and Specifications"), one (1) UG 22 in. steel casing with one (1) 10 in. PVC carrier (the "LINE") crossing in a NW direction under the track of Railroad, at GPS location 44.859834, -93.537506 , within the right-of-way of Railroad, Section 13 Township 116N Range 23W in Chanhassen, County of Carver, State of Minnesota, as shown upon the map attached hereto as **"Exhibit A"** and made a part hereof (hereinafter called the "Property"). This LINE is a replacement of an existing utility crossing located approximately 56 feet to the east, which shall be retired. The existing facility shall be removed d to the limits of the rail embankment. The portion of the existing utility located beneath the embankment shall be capped and filled with flowable grout, and thereafter abandoned in place in accordance with Railroad requirements.

Section 2. Permitted Use. Licensee shall use the Property solely for construction, maintenance, and operation of the LINE. Licensee may not use the Property for any other purpose.

At all points where the LINE passes beneath the roadbed or tracks the same shall be installed and maintained at such depth that the top of said LINE, or any casing which may contain it, shall be not less than 12 feet, measured vertically, below the base of the rails of such track. The LINE shall be constructed in accordance with the details as shown on the attached Application for Underground LINE (**"Exhibit B"),** and shall be used by the Licensee exclusively for municipal water supply, at a working pressure of 70 psi subject to the conditions hereinafter set forth.

Licensee covenants that it will not use, store, handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on Railroad's property. Licensee agrees periodically to furnish Railroad with proof, satisfactory to Railroad that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Railroad may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the LINE and restore Railroad's property as herein elsewhere provided, or upon approval of Railroad, abandon the Line in place after filling it with concrete.

Licensee must not place or permit to be placed any advertising matter upon any part of the Property. Licensee must not change or permit any change in the existing grade or topography of the Property without the prior written approval of Railroad.

Construction of the LINE shall be completed within one year of the effective date of this License.

Section 3. License Fee. Licensee must pay Railroad a one time fee of $1250. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Property, or by the abandonment by Railroad of the affected rail corridor, Railroad shall not be liable to refund to Licensee any compensation paid hereunder.

Section 4. Taxes and Assessments. The Licensee shall assume and pay all taxes and assessments that may be levied or assessed against the LINE, or against the Railroad's property by reason of the location of the LINE thereon.

Section 5. Certain Costs and Expenses. The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, installation, presence, use, maintenance, repair, renewal and removal of the LINE, including all cost and expense incurred by the Railroad in connection therewith for all work performed and materials used, and for supervision and inspection. All work of installation, alteration, maintenance and removal of the LINE within the limits of the right of way of the Railroad shall be done by the Licensee under the supervision, and to the satisfaction of the Railroad, and no work shall be done by the Licensee upon the property of the Railroad without first notifying the Railroad of the Licensee's desire so to do; provided that the Railroad may perform any work by it deemed necessary to support any of its tracks while such work is being done by the Licensee, any work necessary to restore the track and roadbed to their former condition, and any other work by it deemed necessary to be done upon its right of way by reason of the installation, alteration, maintenance or removal of the LINE, and the Licensee agrees to repay to the Railroad promptly upon the delivery of bills therefore the cost of all such work so done by the Railroad. "Cost" as used in this agreement shall mean all assignable costs, plus 10% on all labor items (including payroll taxes) to cover elements of expense not capable of exact ascertainment, and shall include charges for transportation of men and material at tariff rates and storage expenses on materials. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Property. Railroad is hereby authorized to post any notices or take any other action upon or with respect to Property that is or may be permitted by law to prevent the attachment of any such liens to Property; provided, however, that failure of Railroad to take any such action shall not relieve Licensee of any obligation or liability under this Section or any other Section of this License.

Section 6. Contractors and Subcontractors. Any contractors or subcontractors performing work on the LINE or entering the Property on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License

Section 7. Power Lines and Other Existing Obstructions. Licensee is responsible for

determining the location and existence of any power lines, wires, conduits, sewers, piling or other obstructions to the construction of the LINE and shall indemnify Railroad for any and all liability for damage to power lines, wires, conduits, sewers, piling or other obstructions, if any, caused by the construction or maintenance of the LINE. The Licensee shall also be responsible for calling Gopher One before the project commences.

Section 8. Notice to Railroad; Railroad Supervision. The Licensee shall not carry on any work in connection with the construction, installation, use, maintenance, repair, renewal or removal of the LINE underneath or within twenty-five (25) feet of any rail of any railroad track at or on the Property before giving the Railroad's General Manager of Mechanical and Maintenance at least three days written notice at the Railroad's office located at Glencoe, Minnesota, and not until an authorized representative of the Railroad shall be present to supervise same. The Licensee must also contact the Signal Maintainer at least three days before work is to begin, to mark all signal cables. Upon bills being rendered therefore, the Licensee shall promptly reimburse the Railroad for all expenses incurred by the Railroad in connection with such supervision, including all labor costs for flagmen supplied by the Railroad to protect railroad operations, and for the entire cost of the furnishing, installation and later removal of any temporary supports for said tracks, which said General Manager of Mechanical and Maintenance or his authorized representative may consider necessary while such work is in progress.

Section 9. Licensee's Operations.

(a) Licensee shall, at its sole cost and expense, construct and at all times maintain the LINE in accordance with the Drawings and Specifications, specifications of this license, and the standards of the American Railway Engineering and Maintenance-of-Way Association. In the event Licensee believes there is a conflict, Licensee shall notify Railroad before beginning the work. The use of a cable plow to install Licensee's LINE is strictly prohibited unless advance written approval is granted by Licensor. Unless otherwise specified, all underground line shall be installed at least 120 inches below grade level.

(b) **Under no conditions shall Licensee conduct any tests, investigations, work, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Property unless Licensee has obtained prior written approval from Railroad.** Licensee shall, at its sole cost and expense, perform all activities on and about the Property in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Railroad, or the safe operation and activities of Railroad. If ordered to cease using the Property at any time by Railroad's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Railroad, the parties agree that Railroad has no duty or obligation to monitor Licensee's use of the Property to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Property is safe. Neither the exercise nor the failure by Railroad to exercise any rights granted in this Section

will alter the liability allocation provided by this License.

(c) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("legal requirements") relating to the construction, maintenance, and use of the LINE and the use of the Property. Licensee shall and shall cause its contractor to comply with all Railroad's applicable safety rules and regulations.

(d) Prior to Licensee conducting any boring work on or about any portion of the Property, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether lines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (such as consulting with the Underground Services Association) to determine the existence or location of lines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the LINE, Railroad will provide Licensee any information that Railroad has in the possession of its Engineering Department concerning the existence and approximate location of Railroad's underground utilities and lines at or near the vicinity of the proposed LINE. Prior to conducting any such boring work, the Licensee will review all such material. Railroad does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

(e) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Railroad prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Railroad's reasonable opinion that granular material is present, Railroad may select a new location for Licensee's use, or may require Licensee to furnish for Railroad's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Railroad has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

(f) Any open hole, boring or well constructed on the Property by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Property by Licensee shall be:

(1) filled in to surrounding ground level with compacted bentonite grout; or

(2) otherwise secured or retired in accordance with any applicable legal

requirement. No excavated materials may remain on Railroad's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable legal requirements.

Section 10. Environmental Compliance. Licensee shall not create or permit any condition on the Property that could reasonably be expected to present a threat to human health or to the environment.

(a) Licensee shall comply with all applicable Environmental Laws (as hereafter defined) and all other laws, rules, regulations, ordinances, covenants, restrictions, standards, orders, and decisions of any court of competent jurisdiction, including without limitation any Environmental Laws, in its use of the Property.

(1) "**Hazardous Materials**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl, or any other chemical, substance, compound or material (including without limitation asbestos, petroleum products, and lead-based paint) listed or identified in or regulated by any Environmental Laws.

(2) "**Environmental Laws**" includes all federal, state and local environmental laws, rules, and regulations concerning occupation and use of the Property, including, but not limited to, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., The Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 33 U.S.C. § 1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order, and decisions of any court of competent jurisdiction dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

(b) Licensee shall indemnify and hold harmless Railroad from any Liabilities (as hereinafter defined) growing out of any events or damages alleged to have been caused, in whole or in part, by an unhealthful, hazardous, or dangerous condition caused by, contributed to, or aggravated by Licensee's presence on and use of the Property or Licensee's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use or disposal of any such material. Licensee and Railroad expressly agree that the indemnification and hold harmless obligations herein shall survive termination of this Agreement.

(c) Licensee shall bear the expense of all practices or work, preventative or remedial, which may be required because of conditions created by Licensee or by use of the Property by Licensee or those claiming by, through or under Licensee, during Licensee's period of occupancy. In the event any such cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Property. Licensee shall not be entitled to any abatement in the rent for any interference with Licensee's use of the Property due to a Response Action. Licensee shall permit the Railroad and its contractors full, unrestricted and unconditional access to the Property for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of the Railroad, and Licensee shall reimburse the Railroad for all costs and expenses therefor upon demand.

Section 11. Changes to or Relocation of the LINE. The Licensee at the Licensee's sole expense, whenever notified to do so, shall make such changes in the LINE, including change in location or to avoid interference with any present or proposed use of the Property, as the Railroad's Director Mechanical and MOW or his authorized representative shall reasonably require. Upon receipt of written notice from the Railroad to such effect, Licensee shall commence taking all steps reasonable and necessary to make the requested relocation or changes in the LINE. Any relocation shall be completed (i) within 120 days of receipt of written notice from Railroad if Federal Energy Regulatory Commission (FERC) authorization is not required for such relocation and (ii) within 120 days of the receipt of all necessary FERC authorization where such authorization is required. If FERC authorization is required, Licensee shall exercise good faith efforts to promptly obtain such authorization. In the event the Railroad determines that emergency repairs to the LINE are required, and so informs Licensee, Licensee shall promptly make such emergency repairs at its sole cost and expense.

Section 12. **Railroad Rights Regarding Operation**. The Railroad shall have the right at any and all times to raise or lower its grade, to make such changes in its existing track or tracks, roadbeds, structures and facilities or in the present standards thereof and to construct, maintain and operate such additional road beds, tracks, structures and facilities on said right of way and over and across the LINE as from time to time it may elect and may do whatever is necessary to enable it to use said railroad property for all lawful purposes; and the Licensee agrees, at Licensee's sole cost, and within 120 days of receipt of written notice from the Railroad to do so, to remove the LINE or make such changes in, additions to or changes in the location thereof, as may, in the judgment of the Railroad, be necessary to conform to the changes, alterations or new construction by the Railroad. In the event Licensee fails to remove the LINE or make the changes or additions required by Railroad within such time frame, the Railroad may in any event at its election do any of the work required to be done upon its right of way without further notice to Licensee, and for all such work related to the removal of, changes in, additions to, or relocation of the LINE, the Licensee agrees to pay promptly upon rendition of the bill for the cost thereof. All the terms, conditions and stipulations herein expressed with reference to the

construction, maintenance, repair, renewal or removal of the LINE in the location above described shall apply to the LINE as relocated, changed or modified as contemplated by this Section.

Section 13. No Adverse Possession. Maintenance and use of the LINE upon and across the Property, however long continued, shall not vest in the Licensee any rights adverse to those of the Railroad.

Section 14. Indemnity.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD AND RAILROAD'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

(1) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(2) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

(3) LICENSEE'S OCCUPATION AND USE OF THE PROPERTY,

(4) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(5) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY

INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY SOLE WILLFUL MISCONDUCT OF AN INDEMNITEE.

(b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 14(a), LICENSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PIPELINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS, LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES, LICENSEE FURTHER AGREES THAT THE USE OF THE PROPERTY AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT RAILROAD IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS, IN NO EVENT SHALL RAILROAD BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE, THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

(d) Upon written notice from Railroad, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating

to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee, Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(e) ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Section 15. Marking of the LINE. The LINE shall be marked on both sides not closer than 12 feet from the field side of the rail, when crossing the railroad, with Licensee's markings and with correct color codes and markings.

Section 16. Restoration of Vegetation. If natural vegetation does not re-grow within 6 months of the completed LINE project, Licensee shall seed the affected area until the vegetation growth is satisfactory to the Railroad.

Section 17. Insurance Requirements. Prior to commencing any operations, Licensee, and any and all contractors engaged or hired to do any work on the Property for on or behalf of Licensee, must provide and thereafter maintain insurance policies as follows:

(a) **General Liability Insurance**

General Liability insurance providing for limits of not less than $2,000,000 each occurrence and $6,000,000 in the aggregate for bodily injury and property damage, but in no event less than the amount otherwise carried by Licensee. The policy must be purchased on a post-1998 ISO occurrence or equivalent form and include coverage for, but not limited to, the following:

- Public Liability
- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations liability
- Contractual liability covering the obligations assumed under this Agreement.

The Policy must be endorsed to delete all railroad exclusions, must name Licensee as Named Insured and name the Railroad as an Additional Insured, and must provide for the severability of the various insureds' interests.

The Policy must include ISO Form number CG 24 17 10 01 ("Contractual Liability – Railroads") or equivalent language; in no case can the Policy contain

ISO Form CG 21 39 10 93 or equivalent language or ISO Form CG 24 27 03 05 or equivalent language. The Policy must include ISO Form number CG 22 74 10 01 ("Limited Contractual Liability Coverage for Personal and Advertising Injury").

The policy must be endorsed or contain language that any worker's compensation exclusion does not apply to Railroad's payments related to the Federal Employer's Liability Act and that payments by Railroad under any wage continuation program are not to be deemed to be payments made or obligations assumed under any worker's compensation law or disability benefits or unemployment compensation law or similar law.

Where explosion, collapse, or underground hazards are involved, exclusions limiting coverage for such hazards must be removed from the policy.

Licensee must continue to indemnify Railroad as an Additional Insured on General Liability insurance as described herein until the expiration of three (3) years after the termination of this Agreement.

If any part of the work which Licensee intends to perform on Railroad property is to be done by any contractor, similar insurance must be provided by or on behalf of the contractors to cover their operations.

The insurance company must agree to investigate and defend all claims and suits against the insured for the damages covered, even if groundless, until the insurance company shall elect to effect settlement.

(b) **Railroad Protective Liability Insurance**

Before any construction or demolition work is commenced upon or adjacent to Railroad property, Licensee must provide written proof that Licensee's contractor performing the construction of the LINE has obtained and will maintain Railroad Protective Liability insurance. The policy must provide limits of $2,000,000 for Bodily Injury and Property Damage liability each occurrence and $6,000,000 annual aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the LINE. THE CONSTRUCTION OF THE LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE OF THIS POLICY. If further maintenance or construction activities concerning the LINE on the Property are needed at a later date, an additional Railroad Protective Liability Insurance policy shall be required.

The Railroad Protective Liability Policy must be issued with the Railroad as the Named Insured and applies to events, damages, and injuries caused by Licensee, his/hers/its own employees, all contractors and their employees, and employees of the Railroad having occasion to work at the project site and all of the liability assumed by Licensee under this Agreement.

The Railroad Protective Liability Policy must be issued on a standard ISO Form CG 00 35 10 01 or equivalent language and endorsed to include:

1. The Limited Seepage and Pollution Endorsement; and
2. The Evacuation Expense Coverage Endorsement.

The original of this policy must be delivered to the Railroad prior to commencing any construction, maintenance, or demolition work.

(c) **Pollution Legal Liability Insurance**

If the General Liability Insurance maintained by Licensee has not been endorsed to cover pollution conditions including the release of hazardous materials into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury, property damage, or remediation expense, Licensee must obtain and maintain Pollution Legal Liability Insurance. This insurance shall be in an amount of at least FIVE MILLION DOLLARS ($5,000,000) per occurrence and TEN MILLION DOLLARS ($10,000,000) in the aggregate including but not limited to coverage for the following:

- bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;
- property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

The coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury, property damage, or remediation expense.

If coverage is purchased on a "claims made" basis, Licensee must agree to maintain coverage in force for a minimum of three years after expiration, cancellation, or termination of this contract. Licensee agrees to provide evidence of such coverage as required hereunder annually.

Any bodily injury exclusions resulting from lead or asbestos must be deleted.

The contractual liability exclusions and employer's liability exclusion must provide coverage for liability assumed under contract.

The definition of property damage must provide coverage for natural resource damage.

This policy must endorsed (1) to waive the insurer's subrogation rights against Railroad, (2) to name the Railroad as an additional insured, (3) to provide for separation of insured parties, and (4) to be primary and non-contributing with respect to insurance carried by the Railroad.

(d) **Business Automobile Insurance**. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence but in no event less than the amount otherwise carried by Licensee, and include coverage for, but not limited to, the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

(e) **Workers Compensation Insurance.** Adequate Workers Compensation Insurance for all persons employed by Licensee who may come upon Railroad property and who may come within the protection of such laws. The policy must include Employer's Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, and $500,000 by disease each employee. By Licensee's actions in obtaining insurance coverage, neither Licensee nor Railroad intends or evidences an alternate or dual employment relationship with the Railroad. Licensee will be responsible to ensure that any contractor coming upon Railroad property will have proper and adequate Workers Compensation insurance coverage for all operations and certificates of insurance must be issued to the Railroad covering each and every contractor and filed with the Railroad prior to the commencement of operations.

(f) **Other Requirements**

(1) Licensee agrees to waive its rights of recovery against Railroad for all claims and suits and LIABILITIES (as previously defined) for which Licensee has accepted responsibility in this Agreement. All insurance policies must contain waivers of subrogation and recovery rights as to the Railroad and its subsidiary and affiliated companies (hereinafter "Covered Entities"). All insurance required hereunder must name all Covered Entities as additional insureds and will be primary insurance and not excess over or contributing with any other insurance available to the Covered Entities as insureds or otherwise. The naming of Covered Entities as insureds or waiver of subrogation against Covered Entities will not

preclude a Covered Entity from bringing a claim or claims against another Covered Entity as if it had not been so named and/or subrogation claims waived. The certificates of insurance must reflect that the above wording is included in the evidenced policies.

(2) Licensee must not cause any policy to be cancelled or permit it to lapse and no insurance policy shall be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been mailed by certified mail to the Railroad stating when, not less than thirty (30) days thereafter, such cancellation or reduction will be effective. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

(3) Certificate(s) of insurance must be furnished to Railroad before coming upon Railroad property or commencing operations and the original of any Railroad Protective policy must be delivered to Railroad. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder. Failure to provide certificates required by this Agreement shall entitle, but not require, Railroad to terminate this Agreement immediately. In the event of a claim which may be covered by a policy, a copy of the policy must be provided to Railroad.

(4) Licensee is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

(5) The insurance which Licensee is obligated to obtain under this Agreement shall be approved by Railroad before any work is performed on Railroad's property and, other than Railroad Protective Liability Insurance, shall be carried as long as this Agreement is in effect and until all work to be performed on or adjacent to Railroad's property is satisfactorily completed as determined by Railroad, all tools, equipment and materials not belonging to Railroad have been removed from Railroad's property, and the Railroad's property is left in a clean and presentable condition.

(6) Licensee is fully obligated to pay all premiums for all insurance procured under this Agreement and Licensee will not be permitted to seek any charges related to insurance premiums as an add-on from the Railroad under this Agreement or in any other manner.

(7) Licensee agrees and understands that its obligations to indemnify Railroad under this Agreement are not limited or affected by the amount of insurance obtained and carried by Licensee in connection with this Agreement.

(8) If any portion of the work or operation is contracted by Licensee, Licensee must require that the contractor(s) provide and maintain insurance coverages as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor(s) release, defend, and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify pursuant to this Agreement.

(9) Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Section 18. No Warranties. RAILROAD'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY RAILROAD OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 19. Quiet Enjoyment. RAILROAD DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. Licensee acknowledges that one or more other parties, including, but not limited to, various American nations, may have, or may have claim to have, ownership rights in certain segments of certain of Railroad's rail corridor, and may claim that Licensee also must obtain rights from it (or them) in order to occupy, or access, the Property, and that, in some cases such claims may be valid. Railroad therefore conveys to Licensee no more right, title and interest in any rail corridor than Licensor holds in such rail corridor at the time of conveyance, and Licensee hereby releases Railroad from any and all liability, cost, loss, damage or expense in connection with any claims that Railroad lacked sufficient legal title to convey the rights described herein.

Section 20. Termination Notice. This agreement shall continue in effect indefinitely until terminated by notice or by Licensee's non-use or abandonment of the LINE for more than 30 days. Any notice given by the Railroad hereunder shall be good if deposited in a United States Post Office, certified mail, addressed to the Licensee at the Licensee's last known address.

Section 21. **Removal of LINE at End of Term**. The Licensee at the Licensee's sole expense, within one year from the date of service of notice of termination as above provided or within one year of Licensee's non-use or abandonment of the LINE, shall take up and remove the LINE from the Property, report and restore any damage arising from Licensee's use, remedy any unsafe conditions created or aggravated by Licensee, and restore the Property to a condition satisfactory to the Railroad. Upon approval of Railroad, Licensee may abandon the Line in place after filling it with concrete. Failure on the part of the Licensee to do so shall constitute an abandonment of the LINE by the Licensee, and the Railroad shall have the right to remove all or any part of the LINE from the Property and perform the work of restoration, and in either event the Licensee, upon a bill being rendered therefore, shall promptly reimburse the Railroad for all expenses incurred in connection therewith, plus fifteen percent.

Section 22. **Waiver.** The waiver by the Railroad of a breach by the Licensee of any provision hereof, shall be limited to the specific act or omission constituting such breach, and shall not constitute a continuing or permanent waiver with respect to future acts or omissions or affect in any way Railroad's ability to enforce any Section of this License.

Section 23. Default. If default shall be made in any of the covenants or agreements of Licensee contained in this document and such defaults are not cured within 30 days of receipt of notice of same, or in case of any assignment or transfer of this License by operation of law, Railroad may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. The remedy set forth in this Section shall be in addition to, and not in limitation of, any other remedies that Railroad may have at law or in equity.

Section 24. **Assignment**. This agreement or the permission herein granted shall not be assigned or transferred by the Licensee in any manner, by operation of law or otherwise, without the advance written consent of the Railroad. Subject to the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the respective parties.

Section 25. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the LINE and improvements are removed and the Property is restored to its condition as of the Effective Date.

Section 26. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

Section 27. Recordation. It is understood and agreed that this License shall not be placed on public record.

Section 28. Integration. This License is the full and complete agreement between Railroad and

Licensee with respect to all matters relating to Licensee's use of the Property, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Property as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Railroad harmless in any prior written agreement between the parties.

[This space left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

Twin Cities & Western, a Minnesota corporation

By _____

Its _____

Date _____

City of Chanhassen

By _____

Its _____

Date _____

Application for Pipeline - Crossing

Most recent submittal date: 03/19/2026 01:05 PM

Number of submissions: 3

Related applications: TCWR-26-161

RailPermitting.com Applicant

Name: Marcus Lee

Title: Civil Engineer

Company: Kimley Horn

Phone: 612-404-1998

Email: Marcus.Lee@kimley-horn.com

Project Description: The proposed project improvements consist of a combination of reconstruction and rehabilitation of approximately one-third (0.33) miles of Market Boulevard. Improving pedestrian access with a new multi-use trail and sidewalk. Storm sewer infrastructure will be reconstructed and include the construction of a storm water reuse system and pump house. Minor replacements in sanitary sewer and watermain are also proposed with this project crossing under the RR.

Applicant Details

Legal Name of company/municipality who will own the pipeline: Minnesota Municipal Corporation (Chanhassen)

State in which incorporated: Minnesota

Name of owners or partners if not incorporated:

Name of contact for ownership entity: Charlie Howley

Phone number: 952-227-1169

Email: chowley@chanhassenmn.gov

Mailing address: 7700 Market Blvd Chanhassen, Minnesota 55317

3rd Party Installer

Will a 3rd party be installing: Yes

Name: Contractor TBD

Phone: 123-456-7890

Email: Contractor TBD

Application Details

Application for Pipeline - Crossing

Construction start date: 05/18/2026

Construction end date: 12/18/2026

Is this applicant a condemning authority: Yes

Is this installation in the public right of way: Yes

Distance to centerline: 675

Is this applicant a railroad shipper?: No

Is this installation requested by RR: No

Is this installation/relocaton in relation to a RR track expansion project: No

Is this installation associated with a public road crossing/widening or a grade separation project: Yes

Road/Hightway name: Market Blvd.

Location Details

Type of encroachment: Crossing

Name of nearest town on RR: Chanhassen

County: Carver County

State: Minnesota

Name of nearest roadway crossing RR: MARKET BLVD

DOT Number: 694896U

PLSS: 013 / 116-N / 023-W

Latitude: 44.85988

Longitude: -93.537865

Railroad: TCWR

Pipeline

Method of installation: Jacking/Dry Bore

Contents to be handled through the pipeline: Domestic Water

Bore in ROW: Yes

Bore distance to track: 58 ft

Length of pipe on railroad property: 137 ft

Angle of crossing: 59

Application for Pipeline - Crossing

	CARRIER	CASING
Inside diameter of pipe	10 in.	22 in.
Pipe material	PVC	Steel
Specification & grade	1%	1%
Wall thickness	0.617 in.	0.375 in.
Actual working pressure	70 psi	null psi
Type of joint	Mechanical	Welded
Coating		Fusion Bonded Epoxy
Distance from base of rail to top of pipe		12 ft
Minimum ground cover on property		6 ft
Cathodic protection	No	Yes

Type of insulators or support: Casing Spacers Size: 10 in. Spacing: 120 in.

Number of vents: 0

Does pipeline support an oil or gas well: No

Abandoning pipes: Yes

Application for Pipeline - Crossing

Plan View

Milepost A Distance:

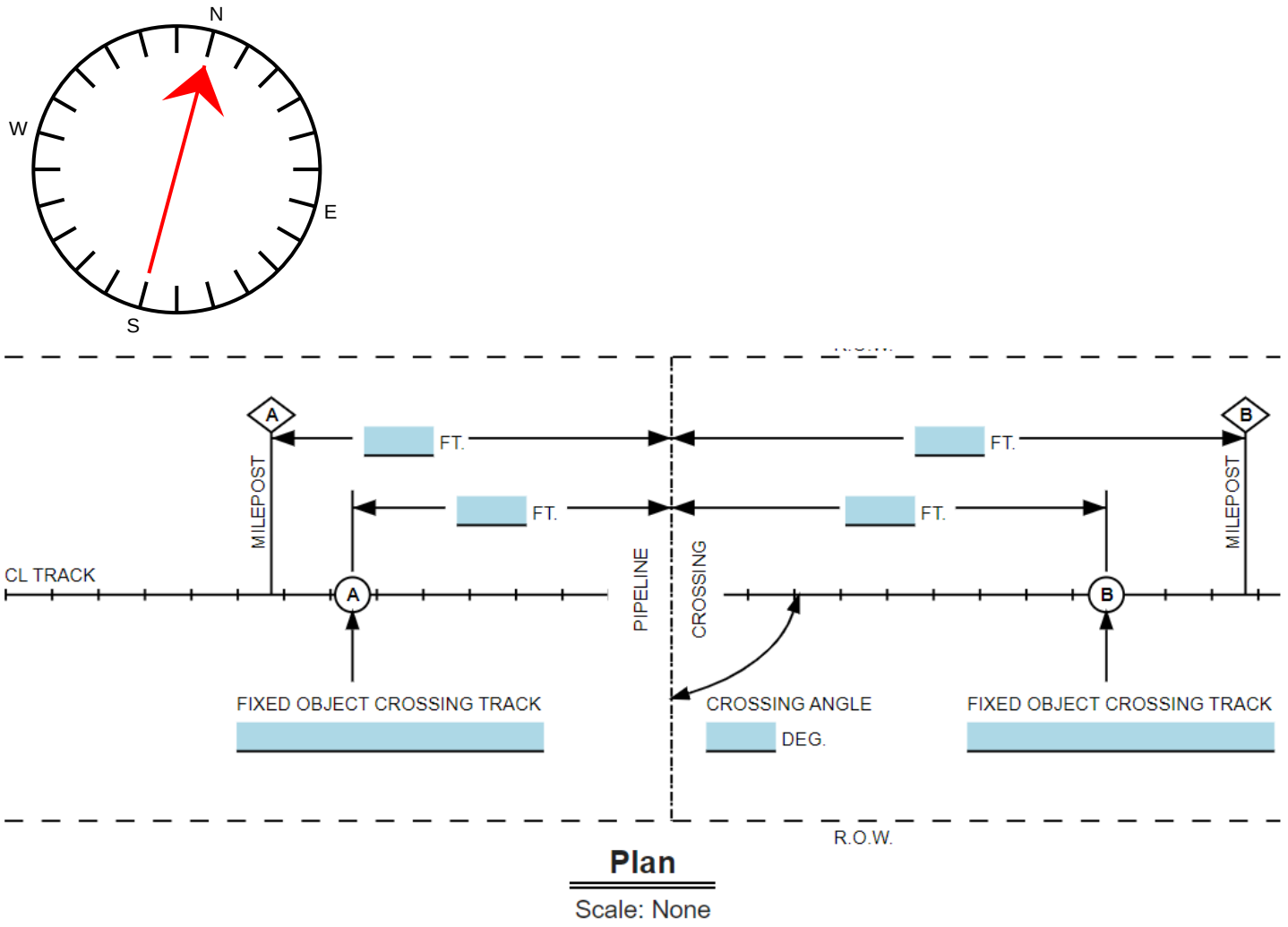
Milepost B Distance:

Fixed object A:

Distance: 1075 ft Description: MN State Hwy 5 Bridge Overpass

Fixed object B:

Distance: 1700 ft Description: TCW RR crossing at Great Plains Blvd. City of Chanhassen



Plan

Scale: None

Application for Pipeline - Crossing

Variances

Application has no variances

Application for Pipeline - Crossing

Changes

Changeset 1 on 03/06/2026

Application

Updated

FIELD	OLD VALUE	NEW VALUE
Submittal Date Time	03/02/2026 09:04 AM	03/06/2026 01:48 PM

Documents

Updated

FIELD	OLD VALUE	NEW VALUE
File Name	MARKET BOULEVARD IM-PROVEMENTS 90% CON-STRUCTION PLANS.pdf	MARKET BOULEVARD IM-PROVEMENTS 90% CON-STRUCTION PLANS.pdf
Note		
Date Time (UTC)	2026-03-02 15:03:39Z	2026-03-02 15:03:39Z
Is Deleted	No	Yes

Added

FIELD	OLD VALUE	NEW VALUE
File Name		TCWR UG Water Pipe Crossing Chanhassen, MN TCWR-25-158.msg
Note		Attached to denial notification sent to applicant.
Date Time (UTC)		2026-03-02 21:12:44Z
Is Deleted		No

FIELD	OLD VALUE	NEW VALUE
File Name		MARKET BOULEVARD IM-PROVEMENTS 90% CON-STRUCTION PLANS.pdf
Note		
Date Time (UTC)		2026-03-06 19:45:27Z
Is Deleted		No

Application for Pipeline - Crossing

FIELD	OLD VALUE	NEW VALUE
File Name		Geo Evaluation - City of Chanhassen Market Blvd Rehabilitation B2507710.pdf
Note		
Date Time (UTC)		2026-03-06 19:45:43Z
Is Deleted		No

Changeset 2 on 03/19/2026

Application

Updated

FIELD	OLD VALUE	NEW VALUE
Submittal Date Time	03/06/2026 01:48 PM	03/19/2026 01:05 PM

Application Detail

Updated

FIELD	OLD VALUE	NEW VALUE
Legal Name	City of Chanhassen	Minnesota Municipal Corporation (Chanhassen)
Ownership Contact First Name	Marcus	Charlie
Ownership Contact Last Name	Lee	Howley
Ownership Contact Title	Civil Engineer	Public Works Director/City Engineer
Phone Number	612-404-1998	952-227-1169
Email	Marcus.Lee@kimley-horn.com	chowley@chanhassenmn.gov
Street	32943 Eagle Point Lane	7700 Market Blvd
City	Henderson	Chanhassen
Zip Code	56044	55317
Payment Bypass Reason	Not Required for TCWR	Waived by system due to Admin submission of application.
Road Name	Market Blvb.	Market Blvd.
Third Party Contact Name	Marcus Lee	Contractor TBD
Third Party Phone Number	612-404-1998	123-456-7890

Application for Pipeline - Crossing

Third Party Email	Marcus.Lee@kimley-horn.com	Contractor TBD

Pipeline

Updated

FIELD	OLD VALUE	NEW VALUE
Pipe Length	100	137
Bore Distance To Track	35	58
Pipeline Commodity Subtype	Drinking Water	Domestic Water

Pipeline Casing

Updated

FIELD	OLD VALUE	NEW VALUE
Rail to Pipe Ft	8.25	12

Pipeline Carrier

Updated

FIELD	OLD VALUE	NEW VALUE
Pipe Joint Type	Welded	Mechanical

Documents

Updated

FIELD	OLD VALUE	NEW VALUE
File Name	MARKET BOULEVARD IM-PROVEMENTS 90% CON-STRUCTION PLANS.pdf	MARKET BOULEVARD IM-PROVEMENTS 90% CON-STRUCTION PLANS.pdf
Note		
Date Time (UTC)	2026-03-06 19:45:27Z	2026-03-06 19:45:27Z
Is Deleted	No	Yes

Added

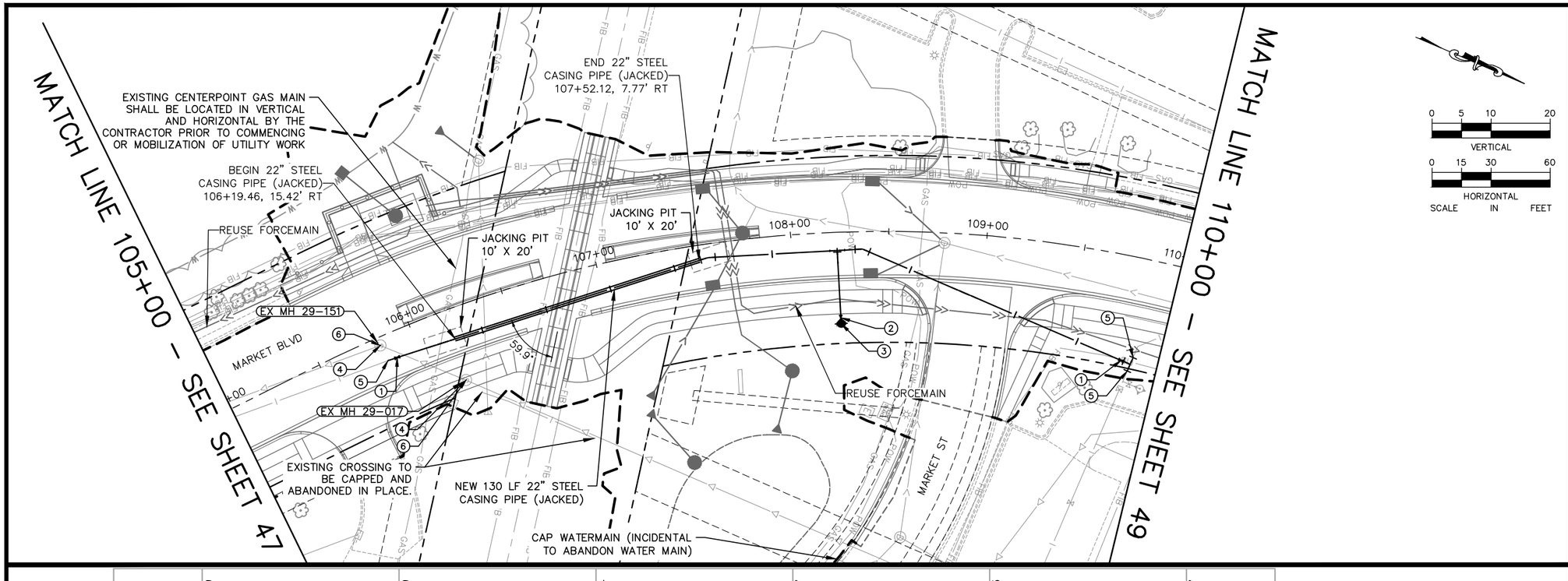
FIELD	OLD VALUE	NEW VALUE
File Name		Draft Agreement TCWR-25-158.doc
Note		

Application for Pipeline - Crossing

Date Time (UTC)	2026-03-09 14:34:02Z
Is Deleted	No

FIELD	OLD VALUE	NEW VALUE
File Name		Agreement TCWR-25-158.pdf
Note		sent for execution
Date Time (UTC)		2026-03-17 18:57:07Z
Is Deleted		No

FIELD	OLD VALUE	NEW VALUE
File Name		MARKET BOULEVARD 2026 - FINAL PLANS.pdf
Note		
Date Time (UTC)		2026-03-19 15:15:21Z
Is Deleted		No



0 5 10 20
VERTICAL
0 15 30 60
HORIZONTAL
SCALE IN FEET

LEGEND:

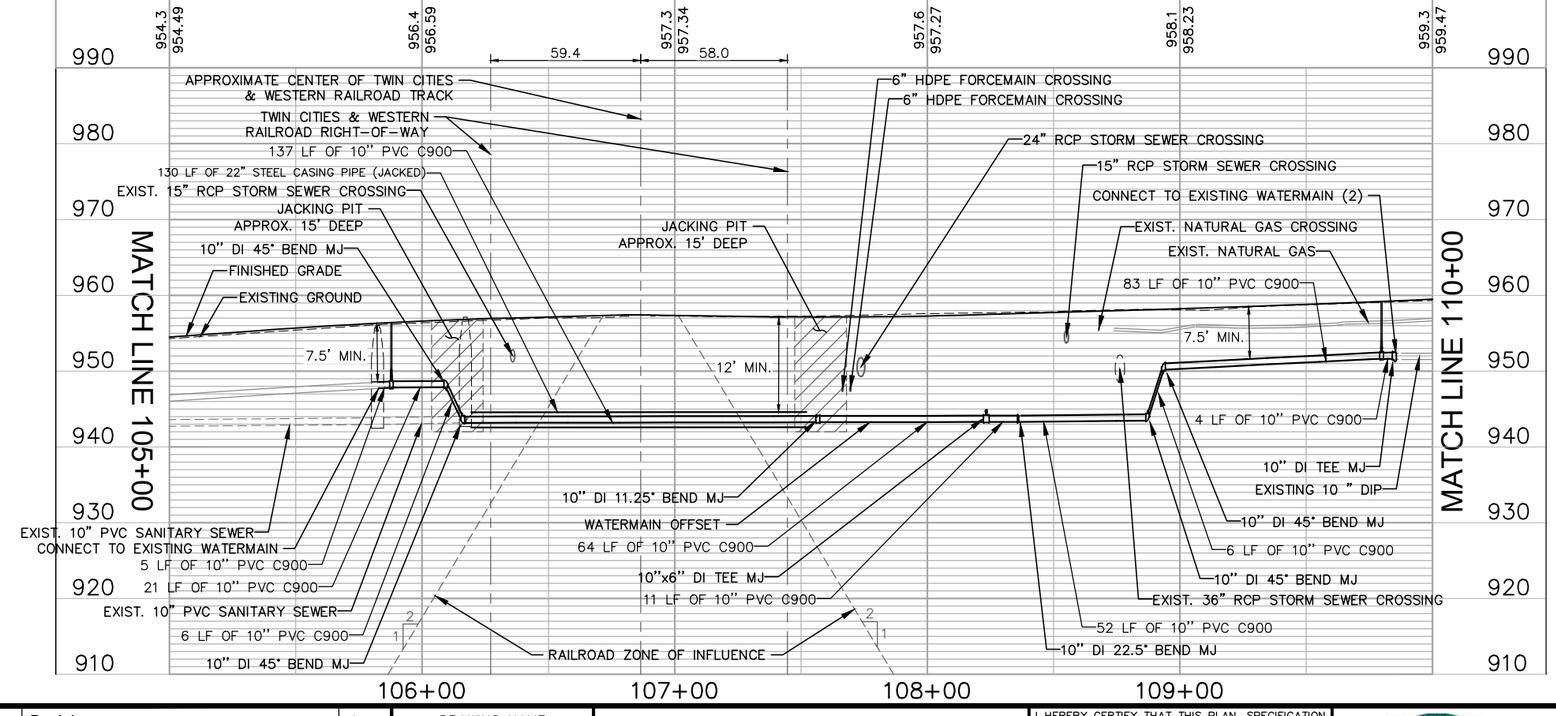
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED HYDRANT
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED STORM STRUCTURES
- PROPOSED STORM SEWER
- PROPOSED STORM REUSE SYSTEM
- EXISTING STORM SEWER
- CONSTRUCTION LIMITS
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY
- TEMPORARY EASEMENT

SPECIFIC NOTES:

1. 10" GATE VALVE AND BOX
2. 6" GATE VALVE AND BOX
3. HYDRANT (SEE SHEET 52 FOR LEAD PROFILE)
4. INSTALL MANHOLE COVER (FURNISHED BY CITY)
5. CONNECT TO EXISTING WATERMAIN
6. ADJUST FRAME AND RING CASTING (SANITARY)
7. ADJUST GATE VALVE AND BOX
8. NOT USED
9. 1" CURB STOP & BOX
10. 1" CORPORATION STOP
11. INSTALL HYDRANT

GENERAL NOTES:

1. SEE SHEET 52 FOR WATERMAIN AND HYDRANT LATERAL PROFILES
2. SEE SHEET 53 FOR WATERMAIN OFFSET AND CASING DETAILS



No.	Date	Revisions	App.
BA 1	3/18	BID ADDENDUM 1	MAK

DRAWING NAME 2026-MARKET-UTIL.dwg	
DESIGNED BY:	MAK
DRAWN BY:	RCH
CHECKED BY:	MAK
DATE:	3/16/2026
PROJECT NO.	25-02

Kimley»Horn
11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612-315-1272
WWW.KIMLEY-HORN.COM

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

MICHAEL A. KIRSCH
DATE: 3/16/2026 MN LIC. NO. 59057

CITY OF CHANHASSEN
MARKET BOULEVARD
2026 IMPROVEMENTS

SANITARY SEWER AND WATERMAIN
PLAN & PROFILES
STA. 105+00 TO STA. 110+00

CITY PROJECT	25-02
S.A.P.	194-123-002

SHEET NO. 48

K:\TWC_Civil\City\CHANHASSEN\MARKET BOULEVARD 2026\CAD\Plan Sheets\2026-MARKET-UTIL.dwg March 19, 2026 - 9:08am

LINE LICENSE FOR UNDERGROUND WATER PIPELINE

CROSSING PERMIT NO.

TCWR-26-161

THIS LICENSE AGREEMENT, is made and entered into as of the ___day of May 2026 by and between **Twin Cities & Western, a Minnesota corporation,** hereinafter called the "Railroad", and **City of Chanhassen** a Minnesota municipal corporation, 7700 Market Blvd, Chanhassen, Minnesota 55317 hereinafter called the "Licensee."

In consideration of the mutual covenants contained herein, Railroad and Licensee agree:

Section 1. License. The Railroad, for and in consideration of the payments and covenants to be kept and performed by the Licensee hereunder, does grant to Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including without limitation any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, install, maintain and operate in strict accordance with the drawings and specifications approved by Railroad as part of Licensee's application process (the "Drawings and Specifications"), one (1) UG 24 in. steel casing with one (1) 6 in. HDPE carrier (the "LINE") crossing in a NW direction under the track of Railroad, at GPS location 44.859795, -93.537700 , within the right-of-way of Railroad, Section 13 Township 116N Range 23W in Chanhassen, County of Carver, State of Minnesota, as shown upon the map attached hereto as **"Exhibit A"** and made a part hereof (hereinafter called the "Property").

Section 2. Permitted Use. Licensee shall use the Property solely for construction, maintenance, and operation of the LINE. Licensee may not use the Property for any other purpose.

At all points where the LINE passes beneath the roadbed or tracks the same shall be installed and maintained at such depth that the top of said LINE, or any casing which may contain it, shall be not less than 12 feet, measured vertically, below the base of the rails of such track. The LINE shall be constructed in accordance with the details as shown on the attached Application for Underground LINE (**"Exhibit B"),** and shall be used by the Licensee exclusively for Irrigation water supply, at a working pressure of 70 psi subject to the conditions hereinafter set forth.

Licensee covenants that it will not use, store, handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body on Railroad's property. Licensee agrees periodically to furnish Railroad with proof, satisfactory to Railroad that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Railroad may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the LINE and restore Railroad's property as herein elsewhere provided, or upon approval of Railroad, abandon the Line in place after filling it with concrete.

Licensee must not place or permit to be placed any advertising matter upon any part of the Property. Licensee must not change or permit any change in the existing grade or topography of the Property without the prior written approval of Railroad.

Construction of the LINE shall be completed within one year of the effective date of this License.

Section 3. License Fee. Licensee must pay Railroad a one time fee of $1250. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Property, or by the abandonment by Railroad of the affected rail corridor, Railroad shall not be liable to refund to Licensee any compensation paid hereunder.

Section 4. Taxes and Assessments. The Licensee shall assume and pay all taxes and assessments that may be levied or assessed against the LINE, or against the Railroad's property by reason of the location of the LINE thereon.

Section 5. Certain Costs and Expenses. The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, installation, presence, use, maintenance, repair, renewal and removal of the LINE, including all cost and expense incurred by the Railroad in connection therewith for all work performed and materials used, and for supervision and inspection. All work of installation, alteration, maintenance and removal of the LINE within the limits of the right of way of the Railroad shall be done by the Licensee under the supervision, and to the satisfaction of the Railroad, and no work shall be done by the Licensee upon the property of the Railroad without first notifying the Railroad of the Licensee's desire so to do; provided that the Railroad may perform any work by it deemed necessary to support any of its tracks while such work is being done by the Licensee, any work necessary to restore the track and roadbed to their former condition, and any other work by it deemed necessary to be done upon its right of way by reason of the installation, alteration, maintenance or removal of the LINE, and the Licensee agrees to repay to the Railroad promptly upon the delivery of bills therefore the cost of all such work so done by the Railroad. "Cost" as used in this agreement shall mean all assignable costs, plus 10% on all labor items (including payroll taxes) to cover elements of expense not capable of exact ascertainment, and shall include charges for transportation of men and material at tariff rates and storage expenses on materials. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Property. Railroad is hereby authorized to post any notices or take any other action upon or with respect to Property that is or may be permitted by law to prevent the attachment of any such liens to Property; provided, however, that failure of Railroad to take any such action shall not relieve Licensee of any obligation or liability under this Section or any other Section of this License.

Section 6. Contractors and Subcontractors. Any contractors or subcontractors performing work on the LINE or entering the Property on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License

Section 7. Power Lines and Other Existing Obstructions. Licensee is responsible for determining the location and existence of any power lines, wires, conduits, sewers, piling or other obstructions to the construction of the LINE and shall indemnify Railroad for any and all liability for damage to power lines, wires, conduits, sewers, piling or other obstructions, if any, caused by the construction or maintenance of the LINE. The Licensee shall also be responsible

for calling Gopher One before the project commences.

Section 8. Notice to Railroad; Railroad Supervision. The Licensee shall not carry on any work in connection with the construction, installation, use, maintenance, repair, renewal or removal of the LINE underneath or within twenty-five (25) feet of any rail of any railroad track at or on the Property before giving the Railroad's General Manager of Mechanical and Maintenance at least three days written notice at the Railroad's office located at Glencoe, Minnesota, and not until an authorized representative of the Railroad shall be present to supervise same. The Licensee must also contact the Signal Maintainer at least three days before work is to begin, to mark all signal cables. Upon bills being rendered therefore, the Licensee shall promptly reimburse the Railroad for all expenses incurred by the Railroad in connection with such supervision, including all labor costs for flagmen supplied by the Railroad to protect railroad operations, and for the entire cost of the furnishing, installation and later removal of any temporary supports for said tracks, which said General Manager of Mechanical and Maintenance or his authorized representative may consider necessary while such work is in progress.

Section 9. Licensee's Operations.

(a) Licensee shall, at its sole cost and expense, construct and at all times maintain the LINE in accordance with the Drawings and Specifications, specifications of this license, and the standards of the American Railway Engineering and Maintenance-of-Way Association. In the event Licensee believes there is a conflict, Licensee shall notify Railroad before beginning the work. The use of a cable plow to install Licensee's LINE is strictly prohibited unless advance written approval is granted by Licensor. Unless otherwise specified, all underground line shall be installed at least 120 inches below grade level.

(b) **Under no conditions shall Licensee conduct any tests, investigations, work, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Property unless Licensee has obtained prior written approval from Railroad.** Licensee shall, at its sole cost and expense, perform all activities on and about the Property in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Railroad, or the safe operation and activities of Railroad. If ordered to cease using the Property at any time by Railroad's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Railroad, the parties agree that Railroad has no duty or obligation to monitor Licensee's use of the Property to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Property is safe. Neither the exercise nor the failure by Railroad to exercise any rights granted in this Section will alter the liability allocation provided by this License.

(c) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent

jurisdiction ("legal requirements") relating to the construction, maintenance, and use of the LINE and the use of the Property. Licensee shall and shall cause its contractor to comply with all Railroad's applicable safety rules and regulations.

(d) Prior to Licensee conducting any boring work on or about any portion of the Property, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether lines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (such as consulting with the Underground Services Association) to determine the existence or location of lines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the LINE, Railroad will provide Licensee any information that Railroad has in the possession of its Engineering Department concerning the existence and approximate location of Railroad's underground utilities and lines at or near the vicinity of the proposed LINE. Prior to conducting any such boring work, the Licensee will review all such material. Railroad does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

(e) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Railroad prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Railroad's reasonable opinion that granular material is present, Railroad may select a new location for Licensee's use, or may require Licensee to furnish for Railroad's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Railroad has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

(f) Any open hole, boring or well constructed on the Property by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Property by Licensee shall be:

(1) filled in to surrounding ground level with compacted bentonite grout; or

(2) otherwise secured or retired in accordance with any applicable legal requirement. No excavated materials may remain on Railroad’s property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable legal requirements.

Section 10. Environmental Compliance. Licensee shall not create or permit any condition on the Property that could reasonably be expected to present a threat to human health or to the environment.

(a) Licensee shall comply with all applicable Environmental Laws (as hereafter defined) and all other laws, rules, regulations, ordinances, covenants, restrictions, standards, orders, and decisions of any court of competent jurisdiction, including without limitation any Environmental Laws, in its use of the Property.

(1) "**Hazardous Materials**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl, or any other chemical, substance, compound or material (including without limitation asbestos, petroleum products, and lead-based paint) listed or identified in or regulated by any Environmental Laws.

(2) "**Environmental Laws**" includes all federal, state and local environmental laws, rules, and regulations concerning occupation and use of the Property, including, but not limited to, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., The Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 33 U.S.C. § 1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order, and decisions of any court of competent jurisdiction dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

(b) Licensee shall indemnify and hold harmless Railroad from any Liabilities (as hereinafter defined) growing out of any events or damages alleged to have been caused, in whole or in part, by an unhealthful, hazardous, or dangerous condition caused by, contributed to, or aggravated by Licensee's presence on and use of the Property or Licensee's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use or disposal of any such material. Licensee and Railroad expressly agree that the indemnification and hold harmless obligations herein shall survive termination of this Agreement.

(c) Licensee shall bear the expense of all practices or work, preventative or remedial, which may be required because of conditions created by Licensee or by use of the Property by Licensee or those claiming by, through or under Licensee, during

Licensee's period of occupancy. In the event any such cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Property. Licensee shall not be entitled to any abatement in the rent for any interference with Licensee's use of the Property due to a Response Action. Licensee shall permit the Railroad and its contractors full, unrestricted and unconditional access to the Property for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of the Railroad, and Licensee shall reimburse the Railroad for all costs and expenses therefor upon demand.

Section 11. Changes to or Relocation of the LINE. The Licensee at the Licensee's sole expense, whenever notified to do so, shall make such changes in the LINE, including change in location or to avoid interference with any present or proposed use of the Property, as the Railroad's Director Mechanical and MOW or his authorized representative shall reasonably require. Upon receipt of written notice from the Railroad to such effect, Licensee shall commence taking all steps reasonable and necessary to make the requested relocation or changes in the LINE. Any relocation shall be completed (i) within 120 days of receipt of written notice from Railroad if Federal Energy Regulatory Commission (FERC) authorization is not required for such relocation and (ii) within 120 days of the receipt of all necessary FERC authorization where such authorization is required. If FERC authorization is required, Licensee shall exercise good faith efforts to promptly obtain such authorization. In the event the Railroad determines that emergency repairs to the LINE are required, and so informs Licensee, Licensee shall promptly make such emergency repairs at its sole cost and expense.

Section 12. **Railroad Rights Regarding Operation**. The Railroad shall have the right at any and all times to raise or lower its grade, to make such changes in its existing track or tracks, roadbeds, structures and facilities or in the present standards thereof and to construct, maintain and operate such additional road beds, tracks, structures and facilities on said right of way and over and across the LINE as from time to time it may elect and may do whatever is necessary to enable it to use said railroad property for all lawful purposes; and the Licensee agrees, at Licensee's sole cost, and within 120 days of receipt of written notice from the Railroad to do so, to remove the LINE or make such changes in, additions to or changes in the location thereof, as may, in the judgment of the Railroad, be necessary to conform to the changes, alterations or new construction by the Railroad. In the event Licensee fails to remove the LINE or make the changes or additions required by Railroad within such time frame, the Railroad may in any event at its election do any of the work required to be done upon its right of way without further notice to Licensee, and for all such work related to the removal of, changes in, additions to, or relocation of the LINE, the Licensee agrees to pay promptly upon rendition of the bill for the cost thereof. All the terms, conditions and stipulations herein expressed with reference to the construction, maintenance, repair, renewal or removal of the LINE in the location above described shall apply to the LINE as relocated, changed or modified as contemplated by this Section.

Section 13. No Adverse Possession. Maintenance and use of the LINE upon and across the Property, however long continued, shall not vest in the Licensee any rights adverse to those of the Railroad.

Section 14. Indemnity.

(a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD AND RAILROAD'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

(1) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,

(2) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,

(3) LICENSEE'S OCCUPATION AND USE OF THE PROPERTY,

(4) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED BY LICENSEE, OR

(5) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY SOLE WILLFUL MISCONDUCT OF AN

INDEMNITEE.

(b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 14(a), LICENSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PIPELINE FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS, LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES, LICENSEE FURTHER AGREES THAT THE USE OF THE PROPERTY AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT RAILROAD IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS, IN NO EVENT SHALL RAILROAD BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE, THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

(d) Upon written notice from Railroad, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee, Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and

amounts paid in satisfaction of judgments.

(e) ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

Section 15. Marking of the LINE. The LINE shall be marked on both sides not closer than 12 feet from the field side of the rail, when crossing the railroad, with Licensee's markings and with correct color codes and markings.

Section 16. Restoration of Vegetation. If natural vegetation does not re-grow within 6 months of the completed LINE project, Licensee shall seed the affected area until the vegetation growth is satisfactory to the Railroad.

Section 17. Insurance Requirements. Prior to commencing any operations, Licensee, and any and all contractors engaged or hired to do any work on the Property for on or behalf of Licensee, must provide and thereafter maintain insurance policies as follows:

(a) **General Liability Insurance**

General Liability insurance providing for limits of not less than $2,000,000 each occurrence and $6,000,000 in the aggregate for bodily injury and property damage, but in no event less than the amount otherwise carried by Licensee. The policy must be purchased on a post-1998 ISO occurrence or equivalent form and include coverage for, but not limited to, the following:

- Public Liability
- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations liability
- Contractual liability covering the obligations assumed under this Agreement.

The Policy must be endorsed to delete all railroad exclusions, must name Licensee as Named Insured and name the Railroad as an Additional Insured, and must provide for the severability of the various insureds' interests.

The Policy must include ISO Form number CG 24 17 10 01 ("Contractual Liability – Railroads") or equivalent language; in no case can the Policy contain ISO Form CG 21 39 10 93 or equivalent language or ISO Form CG 24 27 03 05 or equivalent language. The Policy must include ISO Form number CG 22 74 10 01 ("Limited Contractual Liability Coverage for Personal and Advertising Injury").

The policy must be endorsed or contain language that any worker's compensation exclusion does not apply to Railroad's payments related to the Federal Employer's Liability Act and that payments by Railroad under any wage continuation program are not to be deemed to be payments made or obligations assumed under any worker's compensation law or disability benefits or unemployment compensation law or similar law.

Where explosion, collapse, or underground hazards are involved, exclusions limiting coverage for such hazards must be removed from the policy.

Licensee must continue to indemnify Railroad as an Additional Insured on General Liability insurance as described herein until the expiration of three (3) years after the termination of this Agreement.

If any part of the work which Licensee intends to perform on Railroad property is to be done by any contractor, similar insurance must be provided by or on behalf of the contractors to cover their operations.

The insurance company must agree to investigate and defend all claims and suits against the insured for the damages covered, even if groundless, until the insurance company shall elect to effect settlement.

(b) **Railroad Protective Liability Insurance**

Before any construction or demolition work is commenced upon or adjacent to Railroad property, Licensee must provide written proof that Licensee's contractor performing the construction of the LINE has obtained and will maintain Railroad Protective Liability insurance. The policy must provide limits of $2,000,000 for Bodily Injury and Property Damage liability each occurrence and $6,000,000 annual aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the LINE. THE CONSTRUCTION OF THE LINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE OF THIS POLICY. If further maintenance or construction activities concerning the LINE on the Property are needed at a later date, an additional Railroad Protective Liability Insurance policy shall be required.

The Railroad Protective Liability Policy must be issued with the Railroad as the Named Insured and applies to events, damages, and injuries caused by Licensee, his/hers/its own employees, all contractors and their employees, and employees of the Railroad having occasion to work at the project site and all of the liability assumed by Licensee under this Agreement.

The Railroad Protective Liability Policy must be issued on a standard ISO Form CG 00 35 10 01 or equivalent language and endorsed to include:

1. The Limited Seepage and Pollution Endorsement; and
2. The Evacuation Expense Coverage Endorsement.

The original of this policy must be delivered to the Railroad prior to commencing any construction, maintenance, or demolition work.

(c) **Pollution Legal Liability Insurance**

If the General Liability Insurance maintained by Licensee has not been endorsed to cover pollution conditions including the release of hazardous materials into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury, property damage, or remediation expense, Licensee must obtain and maintain Pollution Legal Liability Insurance. This insurance shall be in an amount of at least FIVE MILLION DOLLARS ($5,000,000) per occurrence and TEN MILLION DOLLARS ($10,000,000) in the aggregate including but not limited to coverage for the following:

- bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death;
- property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- defense costs including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

The coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury, property damage, or remediation expense.

If coverage is purchased on a "claims made" basis, Licensee must agree to maintain coverage in force for a minimum of three years after expiration, cancellation, or termination of this contract. Licensee agrees to provide evidence of such coverage as required hereunder annually.

Any bodily injury exclusions resulting from lead or asbestos must be deleted.

The contractual liability exclusions and employer's liability exclusion must provide coverage for liability assumed under contract.

The definition of property damage must provide coverage for natural resource damage.

This policy must endorsed (1) to waive the insurer's subrogation rights against Railroad, (2) to name the Railroad as an additional insured, (3) to provide for separation of insured parties, and (4) to be primary and non-contributing with respect to insurance carried by the Railroad.

(d) **Business Automobile Insurance**. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence but in no event less than the amount otherwise carried by Licensee, and include coverage for, but not limited to, the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

(e) **Workers Compensation Insurance.** Adequate Workers Compensation Insurance for all persons employed by Licensee who may come upon Railroad property and who may come within the protection of such laws. The policy must include Employer's Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, and $500,000 by disease each employee. By Licensee's actions in obtaining insurance coverage, neither Licensee nor Railroad intends or evidences an alternate or dual employment relationship with the Railroad. Licensee will be responsible to ensure that any contractor coming upon Railroad property will have proper and adequate Workers Compensation insurance coverage for all operations and certificates of insurance must be issued to the Railroad covering each and every contractor and filed with the Railroad prior to the commencement of operations.

(f) **Other Requirements**

(1) Licensee agrees to waive its rights of recovery against Railroad for all claims and suits and LIABILITIES (as previously defined) for which Licensee has accepted responsibility in this Agreement. All insurance policies must contain waivers of subrogation and recovery rights as to the Railroad and its subsidiary and affiliated companies (hereinafter "Covered Entities"). All insurance required hereunder must name all Covered Entities as additional insureds and will be primary insurance and not excess over or contributing with any other insurance available to the Covered Entities as insureds or otherwise. The naming of Covered Entities as insureds or waiver of subrogation against Covered Entities will not preclude a Covered Entity from bringing a claim or claims against another Covered Entity as if it had not been so named and/or subrogation claims waived. The certificates of insurance must reflect that the above wording is included in the evidenced policies.

(2) Licensee must not cause any policy to be cancelled or permit it to lapse and no insurance policy shall be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been mailed by certified mail to the Railroad stating when, not less than thirty (30) days thereafter, such cancellation or reduction will be effective. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

(3) Certificate(s) of insurance must be furnished to Railroad before coming upon Railroad property or commencing operations and the original of any Railroad Protective policy must be delivered to Railroad. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder. Failure to provide certificates required by this Agreement shall entitle, but not require, Railroad to terminate this Agreement immediately. In the event of a claim which may be covered by a policy, a copy of the policy must be provided to Railroad.

(4) Licensee is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

(5) The insurance which Licensee is obligated to obtain under this Agreement shall be approved by Railroad before any work is performed on Railroad's property and, other than Railroad Protective Liability Insurance, shall be carried as long as this Agreement is in effect and until all work to be performed on or adjacent to Railroad's property is satisfactorily completed as determined by Railroad, all tools, equipment and materials not belonging to Railroad have been removed from Railroad's property, and the Railroad's property is left in a clean and presentable condition.

(6) Licensee is fully obligated to pay all premiums for all insurance procured under this Agreement and Licensee will not be permitted to seek any charges related to insurance premiums as an add-on from the Railroad under this Agreement or in any other manner.

(7) Licensee agrees and understands that its obligations to indemnify Railroad under this Agreement are not limited or affected by the amount of insurance obtained and carried by Licensee in connection with this Agreement.

(8) If any portion of the work or operation is contracted by Licensee, Licensee must require that the contractor(s) provide and maintain insurance coverages as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor(s) release, defend, and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify pursuant to this Agreement.

(9) Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

Section 18. No Warranties. RAILROAD'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY RAILROAD OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 19. Quiet Enjoyment. RAILROAD DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. Licensee acknowledges that one or more other parties, including, but not limited to, various American nations, may have, or may have claim to have, ownership rights in certain segments of certain of Railroad's rail corridor, and may claim that Licensee also must obtain rights from it (or them) in order to occupy, or access, the Property, and that, in some cases such claims may be valid. Railroad therefore conveys to Licensee no more right, title and interest in any rail corridor than Licensor holds in such rail corridor at the time of conveyance, and Licensee hereby releases Railroad from any and all liability, cost, loss, damage or expense in connection with any claims that Railroad lacked sufficient legal title to convey the rights described herein.

Section 20. Termination Notice. This agreement shall continue in effect indefinitely until terminated by notice or by Licensee's non-use or abandonment of the LINE for more than 30 days. Any notice given by the Railroad hereunder shall be good if deposited in a United States Post Office, certified mail, addressed to the Licensee at the Licensee's last known address.

Section 21. **Removal of LINE at End of Term**. The Licensee at the Licensee's sole expense, within one year from the date of service of notice of termination as above provided or within one year of Licensee's non-use or abandonment of the LINE, shall take up and remove the LINE from the Property, report and restore any damage arising from Licensee's use, remedy any unsafe conditions created or aggravated by Licensee, and restore the Property to a condition

satisfactory to the Railroad. Upon approval of Railroad, Licensee may abandon the Line in place after filling it with concrete. Failure on the part of the Licensee to do so shall constitute an abandonment of the LINE by the Licensee, and the Railroad shall have the right to remove all or any part of the LINE from the Property and perform the work of restoration, and in either event the Licensee, upon a bill being rendered therefore, shall promptly reimburse the Railroad for all expenses incurred in connection therewith, plus fifteen percent.

Section 22. **Waiver.** The waiver by the Railroad of a breach by the Licensee of any provision hereof, shall be limited to the specific act or omission constituting such breach, and shall not constitute a continuing or permanent waiver with respect to future acts or omissions or affect in any way Railroad's ability to enforce any Section of this License.

Section 23. Default. If default shall be made in any of the covenants or agreements of Licensee contained in this document and such defaults are not cured within 30 days of receipt of notice of same, or in case of any assignment or transfer of this License by operation of law, Railroad may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. The remedy set forth in this Section shall be in addition to, and not in limitation of, any other remedies that Railroad may have at law or in equity.

Section 24. **Assignment**. This agreement or the permission herein granted shall not be assigned or transferred by the Licensee in any manner, by operation of law or otherwise, without the advance written consent of the Railroad. Subject to the foregoing sentence, this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the respective parties.

Section 25. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the LINE and improvements are removed and the Property is restored to its condition as of the Effective Date.

Section 26. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

Section 27. Recordation. It is understood and agreed that this License shall not be placed on public record.

Section 28. Integration. This License is the full and complete agreement between Railroad and Licensee with respect to all matters relating to Licensee's use of the Property, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Property as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Railroad harmless in any prior written agreement between the parties.

[This space left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written.

Twin Cities & Western, a Minnesota corporation

By _____

Its _____

Date _____

City of Chanhassen

By _____

Its _____

Date _____

Application for Pipeline - Crossing

Most recent submittal date: 03/19/2026 10:22 AM

Number of submissions: 2

Related applications: TCWR-25-158

RailPermitting.com Applicant

Name: Marcus Lee

Title: Civil Engineer

Company: Kimley Horn

Phone: 612-404-1998

Email: Marcus.Lee@kimley-horn.com

Project Description: The proposed project improvements consist of a combination of reconstruction and rehabilitation of approximately one-third (0.33) miles of Market Boulevard. Improving pedestrian access with a new multi-use trail and sidewalk. Storm sewer infrastructure will be reconstructed and include the construction of a storm water reuse system and pump house. Minor replacements in sanitary sewer and watermain are also proposed with this project crossing under the RR.

Applicant Details

Legal Name of company/municipality who will own the pipeline: Minnesota Municipal Corporation (Chanhassen)

State in which incorporated: Minnesota

Name of owners or partners if not incorporated:

Name of contact for ownership entity: Charlie Howley

Phone number: 952-227-1169

Email: chowley@chanhassenmn.gov

Mailing address: 7700 Market Blvd Chanhassen, Minnesota 55317

3rd Party Installer

Will a 3rd party be installing: Yes

Name: Contractor TBD

Phone: 123-456-7890

Email: Contractor TBD

Application Details

Application for Pipeline - Crossing

Construction start date: 05/18/2026

Construction end date: 12/18/2026

Is this applicant a condemning authority: Yes

Is this installation in the public right of way: Yes

Distance to centerline: 675

Is this applicant a railroad shipper?: No

Is this installation requested by RR: No

Is this installation/relocaton in relation to a RR track expansion project: No

Is this installation associated with a public road crossing/widening or a grade separation project: Yes

Road/Hightway name: Market Blvd.

Location Details

Type of encroachment: Crossing

Name of nearest town on RR: Chanhassen

County: Carver County

State: Minnesota

Name of nearest roadway crossing RR:

DOT Number:

PLSS: 013 / 116-N / 023-W

Latitude: 44.859795

Longitude: -93.5377

Railroad: TCWR

Pipeline

Method of installation: Jacking/Dry Bore

Contents to be handled through the pipeline: Irrigation Water

Bore in ROW: No

Bore distance to track:

Length of pipe on railroad property: 110 ft

Angle of crossing: 71

Application for Pipeline - Crossing

	CARRIER	CASING
Inside diameter of pipe	6 in.	24 in.
Pipe material	HDPE	Steel
Specification & grade	1%	1%
Wall thickness	0.602 in.	0.375 in.
Actual working pressure	70 psi	null psi
Type of joint	Mechanical	Welded
Coating		Fusion Bonded Epoxy
Distance from base of rail to top of pipe		12 ft
Minimum ground cover on property		6 ft
Cathodic protection	No	Yes

Type of insulators or support: Casing Spacers Size: 6 in. Spacing: 120 in.

Number of vents: 0

Does pipeline support an oil or gas well: No

Abandoning pipes: No

Application for Pipeline - Crossing

Plan View

Milepost A Distance:

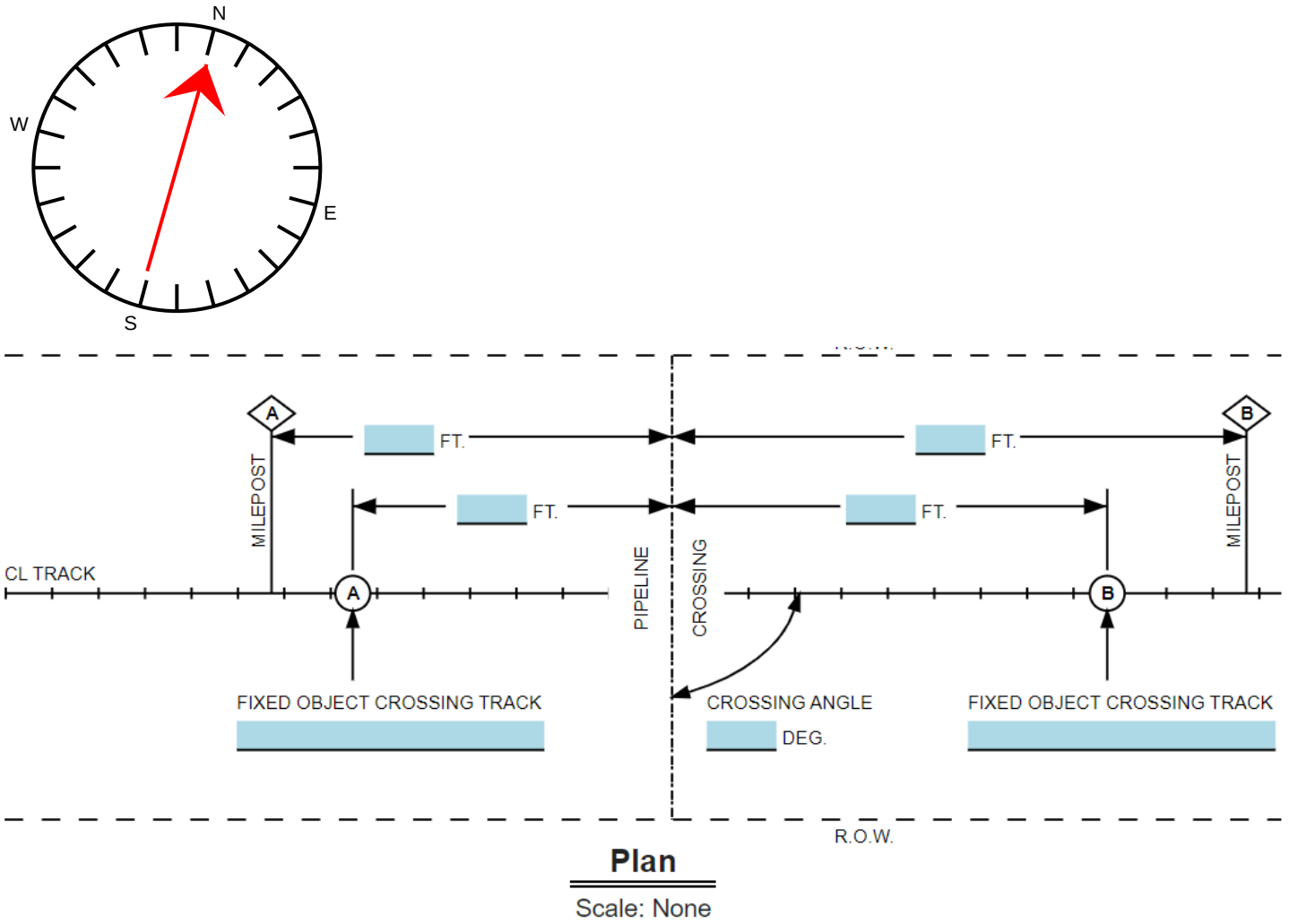
Milepost B Distance:

Fixed object A:

Distance: 1075 ft Description: MN State Hwy 5 Bridge Overpass

Fixed object B:

Distance: 1700 ft Description: TCW RR crossing at Great Plains Blvd. City of Chanhassen



Plan

Scale: None

Application for Pipeline - Crossing

Variances

Application has no variances

Application for Pipeline - Crossing

Changes

Changeset 1 on 03/19/2026

Application

Updated

FIELD	OLD VALUE	NEW VALUE
Submittal Date Time	03/18/2026 01:20 PM	03/19/2026 10:22 AM

Application Detail

Updated

FIELD	OLD VALUE	NEW VALUE
Legal Name	City of Chanhassen	Minnesota Municipal Corporation (Chanhassen)
Ownership Contact First Name	Marcus	Charlie
Ownership Contact Last Name	Lee	Howley
Ownership Contact Title	Civil Engineer	Public Works Director/City Engineer
Phone Number	612-404-1998	952-227-1169
Email	Marcus.Lee@kimley-horn.com	chowley@chanhassenmn.gov
Street	11995 Singletree Lane	7700 Market Blvd
City	Eden Prairie	Chanhassen
Zip Code	55344	55317
Road Name	Market Blvb.	Market Blvd.
Third Party Contact Name	Marcus Ryan Lee	Contractor TBD
Third Party Phone Number	6124041998	123-456-7890
Third Party Email	Marcus.Lee@kimley-horn.com	Contractor TBD

Pipeline

Updated

FIELD	OLD VALUE	NEW VALUE
Crossing Angle	70.27	71
Pipeline Commodity Subtype	Drainage Water	Irrigation Water

Application for Pipeline - Crossing

Pipeline Carrier

Updated

FIELD	OLD VALUE	NEW VALUE
Pipe Joint Type	Welded	Mechanical

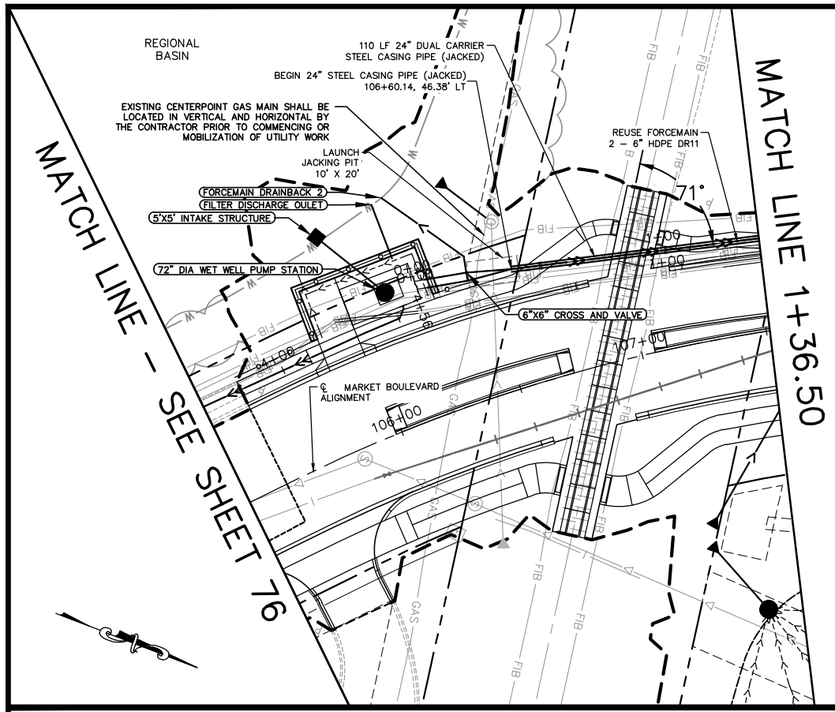
Documents

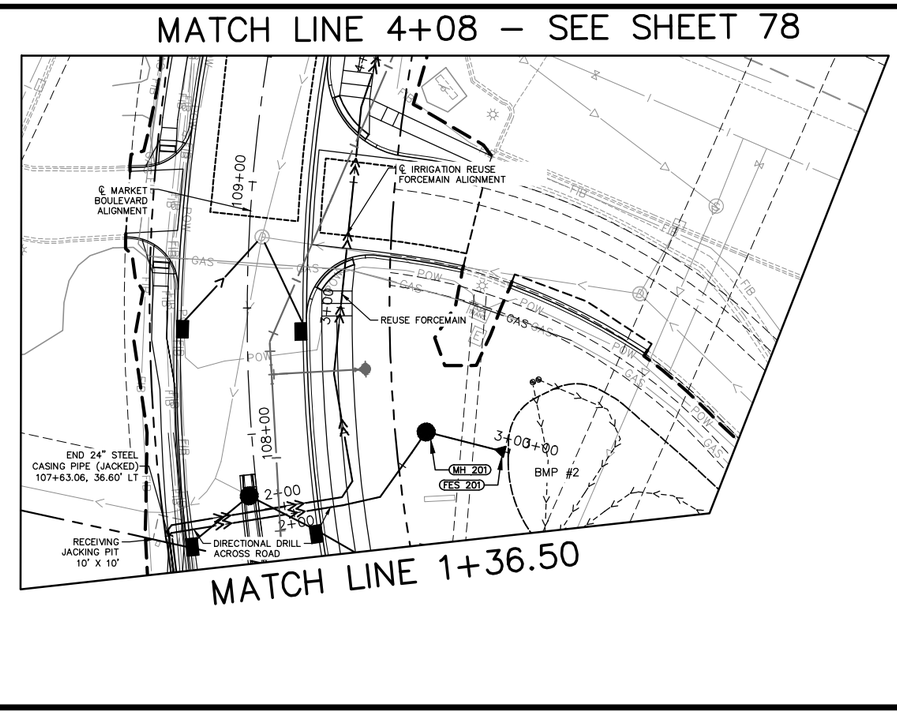
Updated

FIELD	OLD VALUE	NEW VALUE
File Name	2026 MARKET BLVD-RR Crossing Updated 77.pdf	2026 MARKET BLVD-RR Crossing Updated 77.pdf
Note		
Date Time (UTC)	2026-03-18 18:17:57Z	2026-03-18 18:17:57Z
Is Deleted	No	Yes

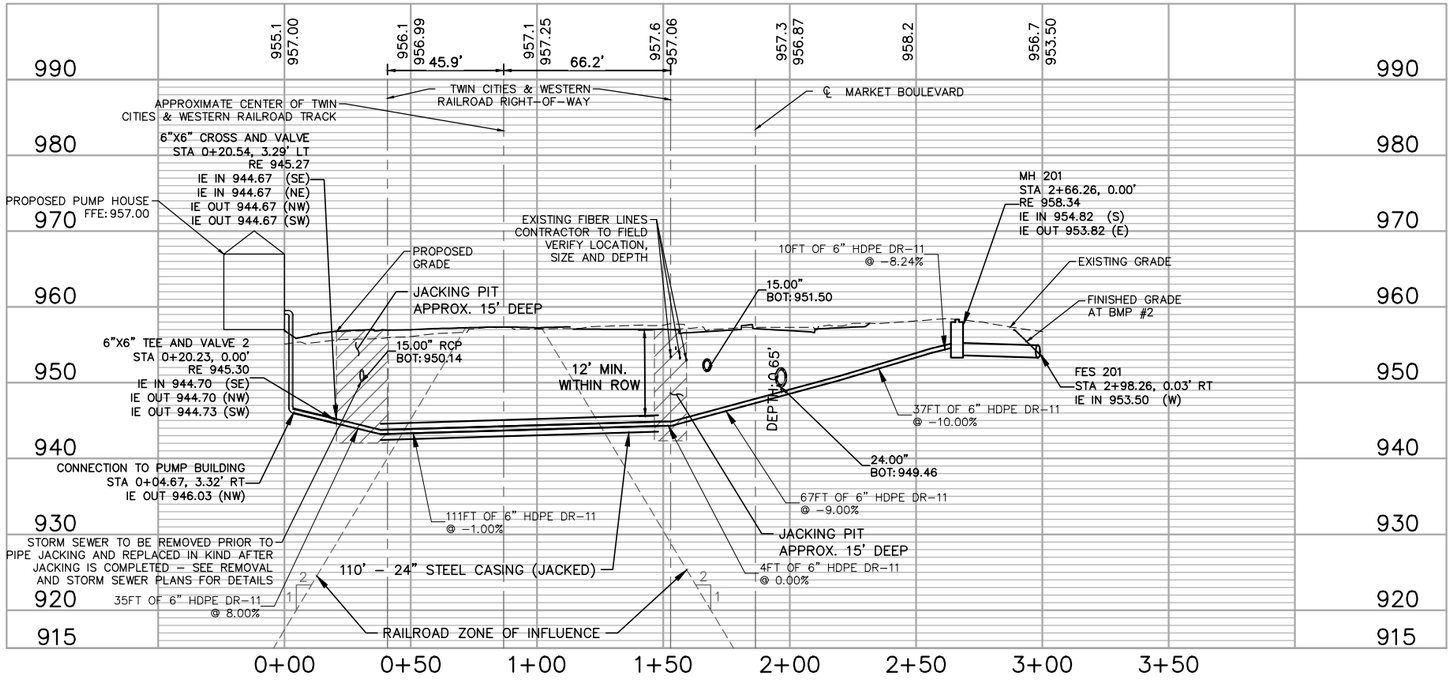
Added

FIELD	OLD VALUE	NEW VALUE
File Name		MARKET BOULEVARD 2026 - FINAL PLANS.pdf
Note		
Date Time (UTC)		2026-03-19 15:22:15Z
Is Deleted		No





REUSE FORCEMAIN PROFILE – PUMP HOUSE TO MARKET ST FILTER BASIN (BMP #2)



LEGEND:

- CONCRETE CURB & GUTTER
- SAWING BITUMINOUS PAVEMENT (FULL DEPTH)
- CONSTRUCTION LIMITS
- EXISTING RIGHT–OF–WAY
- EXISTING EASEMENT
- PROPOSED RIGHT–OF–WAY
- TEMPORARY EASEMENT
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- REUSE FORCEMAIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATER LINE
- PROPOSED WATER LINE
- FIB EXISTING FIBER LINE
- POW EXISTING POWER LINE
- GAS EXISTING GAS LINE
- W NORMAL WATER LEVEL

NOTES:

1. ALL DIMENSIONS ARE SHOWN TO FACE OF CURB, UNLESS NOTED OTHERWISE
2. THE EXACT LOCATION OF UNDERGROUND UTILITES SHOWN IN THIS PLAN SET ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE PRIOR TO STARTING ANY EXCAVATION.
3. THE MINIMUM REQUIRED BURY DEPTH FOR 6" HDPE DR–11 FORCEMAIN IS 4'–0", UNLESS OTHERWISE NOTED IN PROFILE.
4. HYDRO–EXCAVATION SHOULD BE PERFORMED TO LOCATE DRY UTILITIES AT CROSSINGS AND ALL COMMUNICATION LINES.

GRAPHIC SCALE IN FEET
0 15 30 60
HORIZONTAL

0 5 10 20
VERTICAL

No.	Date	Revisions	App.
AD1	3/18	BID ADDENDUM 1	MAK

DRAWING NAME	2026–MARKET–PPF.dwg
DESIGNED BY:	KBP
DRAWN BY:	KBP
CHECKED BY:	MCB
DATE:	3/16/2026
PROJECT NO.	25–02

Kimley»Horn
11995 SINGLETREE LANE, SUITE 225, EDEN PRAIRIE, MN 55344
PHONE: 612–315–1272
WWW.KIMLEY–HORN.COM

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

MICHAEL C. BRANDT
DATE: 3/16/2026 MN LIC. NO. 42661

CITY OF CHANHASSEN
MARKET BOULEVARD
2026 IMPROVEMENTS

REUSE SYSTEM
PLAN & PROFILES

CITY PROJECT	25–02
S.A.P.	194–123–002

SHEET NO. 77

K:\TWC_Civil\City\CHANHASSEN\MARKET BOULEVARD 2026\CAD\Plan Sheets\Reuse System\2026–MARKET–PPF.dwg March 19, 2026 – 9:58am

City Council Item

June 8, 2026

Item	Approve a Site Plan Agreement for Building Additions and Site Alterations at Minnetonka Middle School West located at 6421 Hazeltine Boulevard	
File No.	26-04	**Item No:** F.11
Agenda Section	**CONSENT AGENDA**	
Prepared By	Rachel Jeske, Planner	
Reviewed By	Eric Maass	

SUGGESTED ACTION

"The Chanhassen City Council approves a site plan agreement between the City of Chanhassen and Minnetonka Independent School District 276 for the construction of building additions and site alterations at property generally located at 6421 Hazeltine Blvd, 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 City Council previously approved the site plan for the proposed building additions and site alterations at a public middle school. The city requires that the applicant enter into a Site Plan Agreement prior to construction of the previously approved project.

BACKGROUND

The project page is published on the city website under Processed Projects: 6421 Hazeltine Boulevard Site Plan Review-MMW.

The addition will include four new science labs on the northwest corner of the building and a new gymnasium on the east side of the building. Additional site improvements include the construction and

reorientation of the outdoor track and athletic field and the rerouting of the drop-off and pick-up queue.

DISCUSSION

BUDGET

RECOMMENDATION

Staff recommends the City Council approves the attached site plan agreement between the City of Chanhassen and Minnetonka Independent School District 276 for the construction of building additions and site alterations to a public middle school generally located at 6421 Hazeltine Blvd.

ATTACHMENTS

Development Review Application
Site Plan Agreement

CITY OF CHANHASSEN
Development Review Application

COMMUNITY DEVELOPMENT DEPARTMENT | Planning Division
7700 Market Boulevard, Chanhassen, MN 55317 (P.O. Box 147)
Phone: (952) 227-1100 / Fax: (952) 227-1110

APPLICATION FOR DEVELOPMENT REVIEW

Submittal Date: _____ PC Date: _____ CC Date: _____ 60-Day Review Date: _____

SECTION ONE: APPLICATION TYPE

Check all to apply. Refer to the appropriate Application Checklist for required submittal information that must accompany this application

Comprehensive Plan Amendment $700

Conditional Use Permit (CUP)
- Single-Family Residence $400
- All Others $600

Interim Use Permit (IUP)
- In conjunction with Single-Family Residence $400
- All Others $600

Rezoning (REZ) $600

PUD - Major/Minor Amendment
- Major Amendment to Existing PUD $750
- Minor Amendment to Existing PUD $100

Site Plan Review (SPR)
- Administrative $100
- Commercial/Industrial Districts $750

✓ Site Plan Agreement $500
- Amendment to Site Plan Agreement $250

Subdivision (SUB)
- Plat 3 lots or less $500
- Plat over 3 lots $1,250
- Metes & Bounds (2 lots) $300
- Consolidate Lots $150
- Administrative Subd. (Line Adjustment) $150
- Final Plat $500

Vacation of Easements/Right-of-way (VAC) $300
(Additional recording fees may apply)

Variance (VAR) $250

Wetland Alteration Permit (WAP)
- Single-Family Residence $150
- All Others $275

Appeal of Administrative Decision $250

Zoning Ordinance Amendment (ZOA) $500

Development Contract $500
- Amendment to Development Contract $250

***Note:* when multiple applications are processed concurrently, the appropriate fee shall be charged for each application.**

Notification Sign *(city to install and remove)* $200

Escrow for Recording Documents *(check all that apply)* ..... $ per document

- Conditional Use Permit $50
- Interim Use Permit $50
- ✓ Site Plan Agreement $85
- Wetland Alteration Permit $50
- Easements (easements) $85
- Vacation $85
- Variance $50
- Metes & Bounds Sub (2 deeds) $250
- Deeds $100
- Plats & related documents $450

TOTAL FEE: $585

*Additional escrow may be required for additional recording and attorney's fees.

DEVELOPMENT REVIEW APPLICATION

SECTION TWO: REQUIRED INFORMATION

Description of Proposal: MMW Phase 1 Reconstruction of Parent Drop-off, Stormwater & Site Improve

Property Address or Location: 6421 hazeltine Blvd., Excelsior, MN 55331

Parcel #: 2500 33000 Legal Description: See attachement

Total Acreage: 30.54 Wetlands Present? Yes No ✓

Present Land Use Designation: Public-Semi Publi Requested Land Use Designation: Public-Semi Public

Existing Use of Property: Middle School

Check box if separate narrative is attached.

SECTION THREE: PROPERTY OWNER & APPLICANT INFORMATION

APPLICANT OTHER THAN PROPERTY OWNER: In signing this application, I, as applicant, represent to have obtained authorization from the property owner to file this application. I agree to be bound by conditions of approval, subject only to the right to object at the hearings on the application or during the appeal period. If this application has not been signed by the property owner, I have attached separate documentation of full legal capacity to file the application. This application should be processed in my name and I am the party whom the city should contact regarding any matter pertaining to this application. I will keep myself informed of the deadlines for submission of material and the progress of this application. I further understand that additional fees may be charged for consulting fees, feasibility studies, etc. with an estimate prior to any authorization to proceed with the study. I certify that the information and exhibits submitted are true and correct.

Name: ATSR Contact: Dave Maroney

Address: 8501 Golden Valley Rd., Suite 300 Phone: 763-545-3731

City/State/Zip: Minneapolis, MN 55427 Cell: [redacted]

Email: [redacted] Fax: 763-525-3289

>> Signature: Date: 05/27/2026

PROPERTY OWNER: In signing this application, I, as property owner, have full legal capacity to, and hereby do, authorize the filing of this application. I understand that conditions of approval are binding and agree to be bound by those conditions, subject only to the right to object at the hearings or during the appeal periods. I will keep myself informed of the deadlines for submission of material and the progress of this application. I further understand that additional fees may be charged for consulting fees, feasibility studies, etc. with an estimate prior to any authorization to proceed with the study. I certify that the information and exhibits submitted are true and correct.

Name: Minnetonka Independent School District #276 Contact: Paul Bourgeois

Address: 5621 County Road 101 Phone: 612-240-5997

City/State/Zip: Minnetonka, MN 55345 Cell [redacted]

Email: [redacted] Fax: 952-401-5032

>> Signature: Date: 05/27/2026

Paul Bourgeois
Executive Director of Finance & Operations

DEVELOPMENT REVIEW APPLICATION

SECTION THREE: PROPERTY OWNER & APPLICANT INFORMATION (CONT.)

This application must be completed in full and be typewritten or clearly printed and must be accompanied by all information and plans required by applicable City Ordinance provisions. Before filing this application, refer to the appropriate Application Checklist and confer with the Planning Department to determine the specific ordinance and applicable procedural requirements.

A determination of completeness of the application shall be made within 15 business days of application submittal. A written notice of application deficiencies shall be mailed to the applicant within 15 business days of application.

PROJECT ENGINEER (if applicable)

Name: VAA Engineering

Address: 301 Carlson Prkwy, Suite 500

City/State/Zip: Minnetonka, MN 55305

Email: [redacted]

Contact: Andy LaPalme

Phone: 763-587-7312

Cell: [redacted]

Fax: 763-559-0378

SECTION FOUR: NOTIFICATION INFORMATION

Who should receive copies of staff reports?

- ✓ Property Owner Email: [redacted]
- ✓ Applicant Email:
- ✓ Engineer Email:
- ✓ Other *(list information below)*

Name: Ron Spoden (Landscape Architect)

Address: 8501 Golden Valley Rd., Suite 300

City/State/Zip: Minneapolis, MN 55427

Email: [redacted]

Complete all necessary form fields, then select **SAVE FORM** to save a copy to your device. **PRINT FORM** and deliver to city along with required documents and payment. **SUBMIT FORM** to send a digital copy to the city for processing.

CITY OF CHANHASSEN
SITE PLAN AGREEMENT #2026-04
MINNETONKA MIDDLE SCHOOL WEST ADDITION
SPECIAL PROVISIONS

SITE PLAN AGREEMENT ("Agreement") dated June 8, 2026, by and between the CITY OF CHANHASSEN, a Minnesota municipal corporation, (the "City"), and **Minnetonka Public School District 276** a Minnesota public corporation, (the "Developer").

1. **Request for Site Plan Approval.** The Developer has asked the City to approve a site plan for building additions and site improvements to a public middle school to be located on land in Carver County, Minnesota legally described in Exhibit B ("Subject Property"), which include the following: West Science Classroom Addition, East Gymnasium, Stage, and Storm Shelter Addition, and Field Modifications (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. **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:

A0.0	Title Sheet
V1.0	Boundary & Topographic Survey
V1.1	Boundary & Topographic Survey
V1.2	Boundary & Topographic Survey
V1.3	Boundary & Topographic Survey
V1.4	Tree Table
L1.0	Overall Site Information
L1.1	Tree Preservation and Removal Plan
L1.2	Tree Inventory Chart and Landscape Information
L2.0	Site Landscape Plan – West Area
L2.1	Site Landscape Plan – Center Area

L2.2 Site Landscape Plan – East Area
L2.3 Transplanted Tree Location Plan and Planting Details

C1.0 Stormwater Pollution Prevention Plan
C2.0 Overall Existing Conditions and Removals Plan
C2.1 Existing Conditions and Removals Plan
C2.2 Existing Conditions and Removals Plan
C3.0 Overall Site Paving and Utility Plan
C3.1 Site Paving and Utility Plan
C3.2 Site Paving and Utility Plan
C3.3 Site Paving and Utility Plan
C4.0 Overall Signage, Striping, and Dimension Plan
C4.1 Signage, Striping, and Dimension Plan
C4.2 Signage, Striping, and Dimension Plan
C5.0 Overall Grading and Drainage Plan
C5.1 Grading and Drainage Plan
C5.2 Grading and Drainage Plan
C6.0 Erosion and Sediment Control Plan
C7.0 Civil Details
C7.1 Civil Details
C7.2 Civil Details
C7.3 Civil Details
C7.4 Civil Details

A1.0 First Floor Reference Plan
A3.1 Unit A First Floor Plan and Schedules
A3.2 Unit B First Floor Plan and Schedules
A3.3 Unit E First Floor Plan and Schedules
A3.4 Unit J First Floor Plan and Schedules
A3.5 Unit J Upper Level Floor Plan and Schedules

A4.1 Exterior Elevations

E1.0 Electrical Site Plan

4. **Time of Performance.** The Developer shall install all required screening and landscaping by October 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 $1,859,754.60 (erosion control, grading, landscaping, stormwater, public improvements, etc.). The security shall be 110 percent of the following:

Grading/ Erosion Control/ Landscaping	$ 1,144,8540.00
Street impact	$ 0.00
Sanitary Sewer	$ 233,000.00
Watermain	$ 0.00
Storm Sewer	$ 312,832.00
Sub-Total	$1,690,686.00
110%	**$1,859,754.60**

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:

Minnetonka Public School District 276
c/o: Mr. Paul Bourgeois
5621 County Road 101
Minnetonka, MN 55345

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 for building additions and site alterations to a public middle school 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 April 13, 2026.

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, 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:
Minnetonka Public School District 276

BY:_____

Paul Bourgeois
Its: Director of Finance & Operations

STATE OF MINNESOTA)
(ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of **Minnetonka Public School District 276**, a Minnesota corporation, 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

FEE OWNER CONSENT
TO
SITE PLAN AGREEMENT

Minnetonka Public School District 276, 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 _____ day of _____, 2026.

Minnetonka Public School District 276

By:_____
Paul Bourgeois
Its: Director of Finance & Operations

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of **Minnetonka Public School District 276**, a Minnesota limited liability company, on behalf of said entity.

_____
NOTARY PUBLIC

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

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 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 thirty (30) days after receipt. If the bills are not paid on time, the City may halt all development work and construction. Bills not paid within thirty (30) 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.

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 9:00 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. 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:

The Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Three (3), Township One Hundred Sixteen (116), Range Twenty Three (23) West, according to the U.S. Government Survey thereof, excepting therefrom the 35/100ths acres conveyed by deed recorded in the office of the Register of Deeds of Carver County, Minnesota, in Book 8 of Deeds, page 400, and that part thereof conveyed by deed recorded in the office of the Register of Deeds of Carver County, Minnesota, in Block 41 of Deeds, page 322, and subject to the right, title and interest of the State of Minnesota in that strip of land conveyed by deed recorded in the office of Register of Deeds of Carver County, Minnesota, in Block 33 of Deeds, page 25.

Also that part of Lot E, Bardwell Acres, not conveyed by said deed recorded in the office of the Register of Deeds of Carver County, Minnesota, in Book 41 of Deeds, page 322.

Subject to a permanent easement for roadway purposes as recorded in the office of the Register of Deeds of Carver County, Minnesota, in Book 64 of Deeds, page 32.

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

June 8, 2026

Item	Approve a Memorandum of Understanding with the Rotary Club of Chanhassen for the 2026 4th of July Celebration	
File No.		**Item No:** F.12
Agenda Section	**CONSENT AGENDA**	
Prepared By	Priya Wall, Recreation Manager	
Reviewed By	Laurie Hokkanen	

SUGGESTED ACTION

"The Chanhassen City Council approves the 2026 Memorandum of Understanding with the Rotary Club of Chanhassen for the 2026 4th of July Celebration."

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

SUMMARY

The City of Chanhassen and the Rotary Club of Chanhassen have maintained a longstanding, mutually beneficial partnership in coordinating the City's Annual 4th of July Celebration. Historically, the Rotary has coordinated and produced the Taste of Chanhassen, Beer Garden, Classic Car Show, Historic Plane Flyover and Parade components of the event. The 2026 Memorandum of Understanding (MOU) formally outlines the specific duties and responsibilities of each party regarding these event components to ensure the successful execution of the 2026 4th of July Celebration.

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

Staff recommends the City Council approve the Memorandum of Understanding with the Rotary Club of Chanhassen for the City's Annual 4th of July Celebration.

ATTACHMENTS

Memorandum of Understanding 2026

City of Chanhassen Annual 4th of July Celebration

MEMORANDUM OF UNDERSTANDING (MOU) *between*

City of Chanhassen

and

The Rotary Club of Chanhassen

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the City of Chanhassen's Annual 4th of July Celebration.

In particular, this MOU is intended to: establish what each parties are responsible for, to ensure a fun and safe event for all participants.

II. BACKGROUND

The City of Chanhassen and the Rotary Club of Chanhassen have enjoyed a longstanding relationship that has benefited our local community.

III. The City of Chanhassen and the Rotary Club of Chanhassen's responsibilities for each part of the 4th of July Celebration.

Promotional Material

1. The Rotary Club of Chanhassen and the City will split the costs of most print and digital advertisements 50/50. These advertisements will be in substitution of print and digital ads that formerly ran in the *Chanhassen Villager* and *Chaska Herald* newspapers, prior to their closure. The City will coordinate and design these advertisements. The Rotary Club's portion of these advertisements will not exceed a total of $1,000.
2. The City will produce and pay for additional promotional ads on City of Chanhassen social media platforms including Facebook and Instagram.

3. The City will produce and pay for a magazine that will be direct-mailed to every household in Chanhassen. It will contain a full schedule of events, both City and Rotary article features, and information about the 4th of July Celebration.

    a. The Rotary Club of Chanhassen will provide two articles/features by April 20 for publication in the magazine.

4. Addendum I (attached) further details the cross-promotion of the 4th of July event as it relates to social media, print, digital, and day-of promotions.

Family Night (July 2)

1. The Rotary Club of Chanhassen agrees to participate in Family Night on July 2 from 3:00 p.m. to 8:00 p.m. as part of the Chanhassen July Celebration. Rotary will provide volunteers to staff and operate beverage service areas, including the sale of alcoholic beverages in accordance with all applicable laws, regulations, and licensing requirements, as well as family-friendly refreshments. In addition, Rotary will provide and supervise yard games and other simple family-oriented entertainment activities.

Taste of Chanhassen (4th of July Food Event)

1. The Rotary Club of Chanhassen will coordinate and secure a minimum of 8 local Chanhassen food vendors. Rotary will seek Chanhassen-base vendors, but will invite other vendors at its discretion. This number may change depending on available space and contractual agreements with the carnival, through the City. The aim of the event is to balance great exposure and a profitable business opportunity for the vendors, while providing a positive experience for event attendees. The dates of the event will be July 3, 4:00-11pm and July 4, 10am-5pm.

    - If the 8-vendor minimum is not secured and identified by June 1, the City will work with the Rotary Club of Chanhassen to meet the minimum by identifying and recruiting vendors.

    - Food vendors need to complete all forms provided by the Rotary Club of Chanhassen.

    - The Rotary Club of Chanhassen will collect and retain the event fee from the food vendors.

    - The Rotary Club of Chanhassen is responsible for communicating with vendors that all appropriate registrations and certifications from the Department of

Health must be obtained prior to the event. Vendors are responsible for ensuring that all requirements are satisfied.

- Food vendors will provide the necessary insurance and flame retardant (for those using tents) certificates and Department of Health Special Event License to the Rotary Club of Chanhassen. The Rotary Club of Chanhassen representative will present copies of these documents to the City, two weeks prior to the event. The City will keep this information for their records.

- All food vendors must provide a certificate of insurance naming the City of Chanhassen and the Rotary Club of Chanhassen as additional insureds for the duration of the event.

- Two weeks prior to the celebration, the Rotary Club of Chanhassen will supply the City with the electrical needs of each vendor tent or food truck.

- The Rotary Club of Chanhassen is responsible for supplying signage for the Taste of Chanhassen vendors.

2. The Rotary Club of Chanhassen is responsible for providing 2 onsite ATM machines for the Taste of Chanhassen and Beer Garden.

3. The City will coordinate rental and delivery of tents, tables and chairs for the food vendors.

    - Each food vendor will receive (1) 15’ x 15’ or (1) 10’ x 10’ tent with sidewall, (3) 6’ banquet tables, (8) bike rack barricades (if applicable) and (2) folding chairs, unless noted otherwise.

    - The Rotary Club of Chanhassen is responsible for collecting equipment leasing fees from vendors and conveying those to the City of Chanhassen.

4. The City will organize the trash removal and hand washing services for the Taste of Chanhassen food event.

Beer Garden

1. The Rotary Club of Chanhassen is responsible for the onsite selling of beer for the 4th of July Celebration. The dates of the beer garden will be July 2, 3-8pm, July 3, 4-11pm and July 4, 10am-5pm at City Center Park.

    - The Rotary Club of Chanhassen must complete a Temporary On-Sale Liquor License application by Wednesday, April 1. The Chanhassen City Council will review and approve the application at the April 13th City Council meeting.

- The Rotary Club of Chanhassen coordinates the beer serving trailer.
- The Rotary Club of Chanhassen solicits sufficient volunteers to staff the beer garden and provides responsible server training to volunteers through Carver County Public Health.
- The Rotary Club of Chanhassen will contract a minimum of three off-duty deputies to provide coverage for a safe event, through the Carver County Sheriff's Department to be on duty during the following hours of the beer garden at City Center Park in 2026:
    - July 3: 2 deputies 4pm-12am; 1 deputy 6pm-12am
- The Rotary Club of Chanhassen is responsible for ticket sales, I.D checking & 21+ wristbands, and signage.

2. The City of Chanhassen and Rotary Club of Chanhassen will annually obtain permission from Eastern Carver County Schools to have beer on school grounds.
3. The City will coordinate the rental and delivery of (1) 15' X 40' tent with side walls, (30) 6' banquet tables and (10) folding chairs.
4. The Rotary Club of Chanhassen is responsible for the accrued costs of tents, tables and chairs associated with the beer garden. The City will provide an invoice to the Rotary Club for these costs after the event.
5. The City will provide general security (Carver County Sheriff Department Deputies) in City Center Park during the time of the beer garden.

4th of July Parade

1. The Rotary Club of Chanhassen is responsible for producing the 4th of July Parade.
    - The Rotary Club of Chanhassen will submit a complete Parade Application by May 1, along with the designated parade route. The complete parade application will be placed on a City Council agenda for their approval.
    - The Rotary Club of Chanhassen will be responsible for parade entry registrations and collection of fees.
    - The Rotary Club of Chanhassen shall have all parade registration materials available to participants by April 10.

- The Rotary Club of Chanhassen is responsible for soliciting and training all volunteers for the parade. A minimum of 15 volunteers will act as parade safety volunteers and assist with the safety of viewers.
- The Rotary Club of Chanhassen will contract a minimum of four off-duty deputies to ensure safety for the parade and spectators, through the Carver County Sheriff's Department.
- The Rotary Club of Chanhassen will have the finalized parade lineup available to parade entrants and the City of Chanhassen no later than Tuesday, June 30.

2. The City will coordinate the rental and delivery of cones, barricades and 15 portable restrooms and distribute them throughout the parade route.
    - The City, along with the Carver County Sheriff Department, will provide staff along the parade route to monitor intersections to ensure safety.
    - The Rotary Club of Chanhassen will be responsible for the accrued costs of the cones, barricades, restrooms and other expenses related to the parade. The City will provide an invoice to the Rotary Club for these costs after the event.

Classic Car Show

1. The Rotary Club of Chanhassen is responsible for producing the classic car show.
2. The Rotary Club of Chanhassen is responsible for any signage and tents, tables and chairs associated with the classic car show.
3. The City will have the east City Hall parking lots (event areas) cleared and swept by 8:00 am on the morning of July 4.

Historic Plane Flyover

1. The Rotary Club of Chanhassen will coordinate the flyover of historic WW2 planes at the beginning of the Parade on July 4. Planes will flyover downtown Chanhassen and the City Center Park area.

Insurance

They Rotary Club of Chanhassen must submit a certificate of insurance naming the City of Chanhassen, its official, employees and agents as additional insured. The limits of insurance will

not be less than $1,000,000 each occurrence, $2,000,000 of insurance will cover all events produced by the Rotary Club of Chanhassen and be delivered to the City by July 1.

VII. EFFECTIVE DATE AND SIGNATURE

Authorized Representatives

The parties to this Agreement shall appoint an authorized representative for the purpose of administration of this Agreement.

The authorized representative of the City is:

City Manager, Laurie Hokkanen
City of Chanhassen
7700 Market Blvd., P.O Box 147
Chanhassen, Minnesota 55317
lhokkanen@chanhassenmn.gov

The authorized representative of the Rotary Club of Chanhassen is:

President, Rachel Igel
Rotary Club of Chanhassen,
P.O. Box 781
Chanhassen, MN 55317

Amendments

Any amendments to this Agreement will be in writing and will be executed by the same parties who executed the original Agreement, or their successors in office.

Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that 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.

This MOU will renew annually unless terminated within notice by February 1, by either party.

IN WITNESS WHEREORF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

Signatures and dates

City of Chanhassen

_____

Elise Ryan, Mayor

_____

Laurie Hokkanen, City Manager

Date_____

Rotary Club of Chanhassen

_____

Rachel Igel, President

ADDENDUM I: SOCIAL MEDIA & PROMOTIONS

I. Social Media

a. Facebook

i. Facebook Event

1. The City will name the Rotary Club as a co-host on the 4th of July Facebook event.
2. The Rotary Club will be tagged in the caption of the first share of the 4th of July Facebook event to the City Facebook page.
3. Tags, posts, videos, discussions, and details of the Facebook Event group cannot be changed or posted without the city's approval. The city will be the only organization making posts or changes to the event.

ii. Static posts

1. The City will tag the Rotary Club in post captions for event components specifically coordinated or sponsored by Rotary.
2. The City will include the Rotary logo on promotional photos for event components specifically coordinated or sponsored by Rotary.
3. Event components specifically coordinated/sponsored by Rotary include:
    a. Beer Garden
    b. Taste of Chanhassen
    c. Classic Car Show
    d. Parade
    e. Historic Plane Flyover
4. Examples
    a. Tagged: It's back! The Rotary Club of Chanhassen's 4th of July Parade will roll through the downtown streets of Chanhassen July 4, starting at 2:30 PM. For details go to: ChanhassenMN.gov/july4th
    b. Not tagged: It's family night at the 4th of July Carnival! Tonight, July 2, all rides are $2 from 3-8pm, $3-$5 from 8-10pm, head on over to City Center Park and enjoy the fun! For more information on the annual 4th of July Celebration and to access the full schedule of events, visit our webpage at ChanhassenMN.gov/july4th
5. If Rotary is not tagged in the above posts as described, let city event staff know to correct the issue.

iii. Shared Posts

1. If there is space in the City's content calendar (as determined by the City communications team), the City may be able to share Rotary club Facebook posts that align with city and event branding, language, and strategic plan.
2. Content must be approved by the communications team in advance.
3. Examples
    a. Shared: Registration is now open for the Rotary Club of Chanhassen's annual 4th of July parade! Register through June 1 to include your float in this great event. Visit rotary.com for more information on this program.
    b. Not shared: Registration is now open for both the Rotary Club of Chanhassen's 4th of July parade and the scholarship program! Visit rotary.com for more information on these two programs.

4. To recommend a specific post be shared to a City Facebook page, send the post to the city event staff. The communications team will go through the above process. The post can be sent to staff prior to or after it has been posted to Facebook.

iv. Recap photos & video

1. The City will create a photo and video shot list that includes event components coordinated by the Rotary.
2. The Rotary Club will be tagged in the caption of the recap photo Facebook post.
3. Recap photos of Rotary sponsored and coordinated events will be shared with the Rotary after the event.

b. Instagram

i. Static posts

1. The City will mention the Rotary Club in post captions for event components specifically coordinated or sponsored by Rotary.
2. The City will include the Rotary logo on promotional photos for event components specifically coordinated or sponsored by Rotary.
3. Event components specifically coordinated/sponsored by Rotary include:
    a. Beer Garden
    b. Taste of Chanhassen
    c. Classic Car Show
    d. Parade
    e. Historic Plane Flyover
4. Examples
    a. Mentioned: It's back! The Rotary Club of Chanhassen's 4th of July Parade will roll through the downtown streets of Chanhassen July 4, starting at 2:30 PM. For details go to: ChanhassenMN.gov/july4th
    b. Not mentioned: It's family night at the 4th of July Carnival! Tonight, July 2, all rides are $2 from 3-8pm, $3-$5 from 8-10pm, head on over to City Center Park and enjoy the fun! For more information on the annual 4th of July Celebration and to access the full schedule of events, visit our webpage at ChanhassenMN.gov/july4th
5. If Rotary is not tagged in the above posts as described, let city event staff know to correct the issue.

ii. Recap photos & video

1. The City will create a photo and video shot list that includes event components coordinated by the Rotary.
2. The Rotary Club will be mentioned in the caption of the recap photo Facebook post.
3. Recap photos of Rotary sponsored and coordinated events will be shared with the Rotary after the event.

II. 4th of July Celebration event webpage (information hub)

a. The Rotary logo linked to the Rotary website will be listed at the bottom of the event page.
b. The Rotary namesake will be included (and linked) next to sponsored and coordinated event components in the schedule of events.

III. Advertising

a. The Rotary will be included in these promotional advertisements in the following way:

i. Logo included in printed newspaper ads
ii. Logo included in digital programmatic ads
iii. Mailed event magazine (9,000+ households), in the following locations:
    1. Logo under each Rotary written article
    2. Namesake next to sponsored and coordinated event components on the event spread
    3. Logo printed under the “special thanks to our event partners” section
    4. Logo printed on the parade map graphic

IV. Day-of branding and posters

a. Rotary-sponsored event component posters
    i. The Rotary will design, print, and display signage for coordinated event components. The signage is welcome to be branded in the Rotary style with the Rotary logo included.

City Council Item

June 8, 2026

Item	Approve Amendment to 2026 Chanhassen Farmers' Market Agreement	
File No.		**Item No:** F.13
Agenda Section	**CONSENT AGENDA**	
Prepared By	Luke Kegley, Recreation Supervisor	
Reviewed By	Jerry Ruegemer	

SUGGESTED ACTION

"The Chanhassen City Council approves the amendment to the 2026 agreement with the Chanhassen Farmers' Market to relocate to the new location near ballfield #2 and coordinate a farmers' market every Saturday from 9am to 1pm at City Center Park from June 6 through September 26, 2026."

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

SUMMARY

Following the City Council's approval of the 2026 Chanhassen Farmers' Market Agreement on April 27, 2026, this amendment to the agreement establishes a new location for the market due to ongoing Civic Campus construction. Moving the layout near ballfield #2 along the trail will provide better access and an improved experience for vendors and visitors.

BACKGROUND

The City of Chanhassen partners annually with the Chanhassen Farmers' Market, which has been successfully coordinated and managed by community volunteers since 2004. Chanhassen resident Holly Bustle has managed the market operations since 2022.

Prior to the start of the Civic Campus construction, the market was traditionally held in the southeast parking lot of the former City Hall building. Due to construction impacts, the market was temporarily

relocated to the athletic fields north of the old City Hall site for the 2024 and 2025 seasons.

DISCUSSION

BUDGET

RECOMMENDATION

Staff recommends the City Council approve the amendment to the 2026 Chanhassen Farmers' Market agreement with the Chanhassen Farmers' Market to coordinate a farmers' market every Saturday from 9 a.m. to 1 p.m. at City Center Park from June 6 through September 26, 2026.

ATTACHMENTS

FIRST AMENDMENT TO USE AGREEMENT - CHANHASSEN FARMERS MARKET
04/27/2026 - City Council Item - Approve 2026 Chanhassen Farmers' Market Agreement
Market Agreement 2026 - Signed

FIRST AMENDMENT TO USE AGREEMENT

THIS FIRST AMENDMENT TO USE AGREEMENT ("Amendment") is made the 8 day of June, 2026, (the "Effective Date") by and between the **CITY OF CHANHASSEN**, a Municipal Corporation, located at 7700 Market Boulevard, Chanhassen, Minnesota 55317 ("City"), and the **CHANHASSEN FARMERS MARKET**, a non-profit association, located at PO Box 103 Chanhassen, MN 55317 ("Market").

WHEREAS, the Market and the City entered into a Use Agreement dated April 28, 2026 for the operation of a Farmers' Market in the City;

WHEREAS, due to the civic campus construction near the location of the Market, the Market has requested to relocate the area of the Market and the City agrees to the relocation.

NOW, THEREFORE, in consideration of the mutual benefits received by both parties, it is agreed:

1. Amendment. Exhibit A to the Use Agreement is hereby amended as provided in Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have signed this Amendment.

CITY OF CHANHASSEN

By:_____
Elise Ryan, Mayor

And:_____
Laurie Hokkanen, City Manager

CHANHASSEN FARMERS MARKET

By:_____

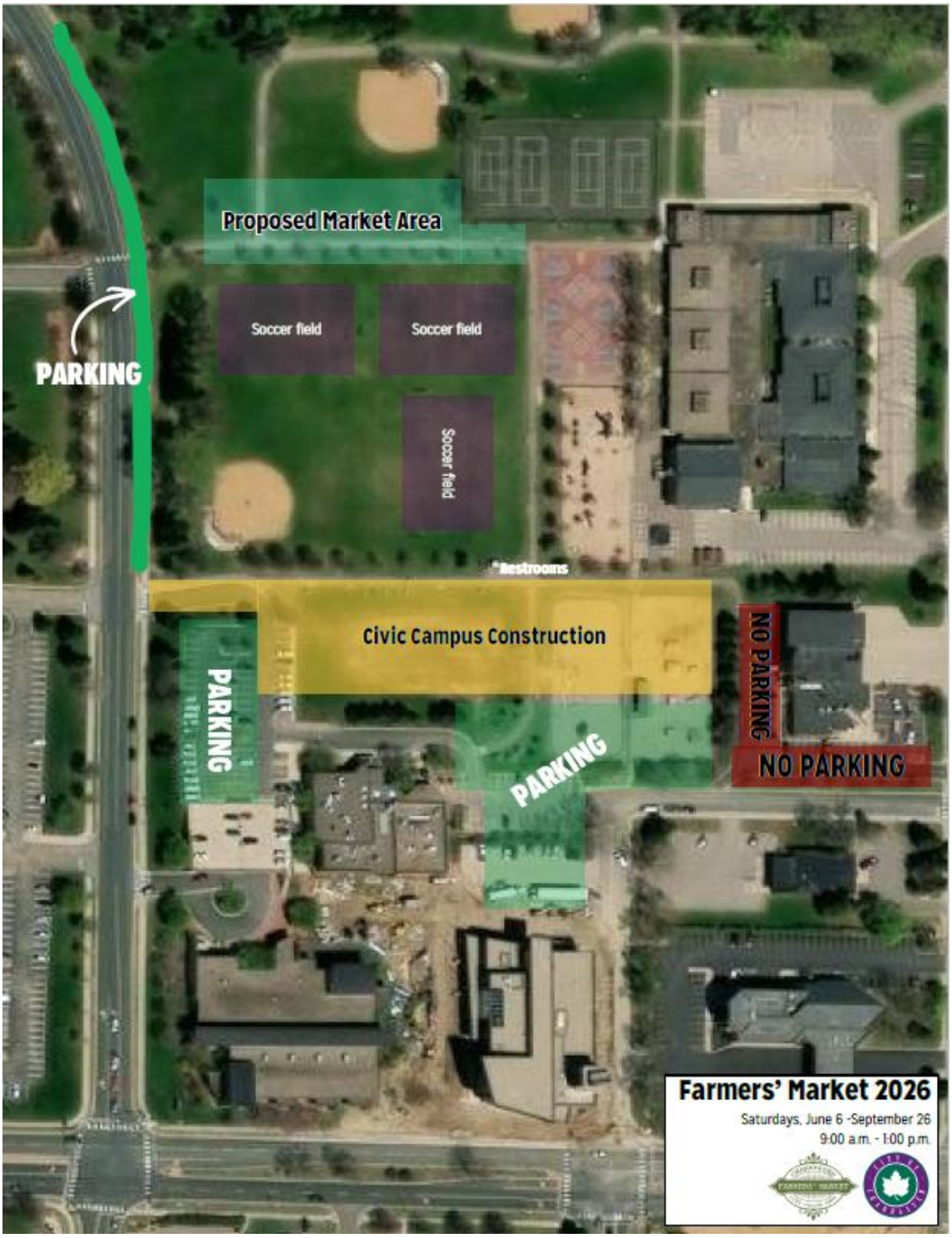
Print Name:_____

Its: President

239382v1

EXHIBIT A

Depiction of Use Area



City Council Item

April 27, 2026

Item	Approve 2026 Chanhassen Farmers' Market Agreement	
File No.		**Item No:** D.12
Agenda Section	**CONSENT AGENDA**	
Prepared By	Priya Wall, Recreation Manager	
Reviewed By	Jerry Ruegemer	

SUGGESTED ACTION

"The Chanhassen City Council approves the 2026 agreement with the Chanhassen Farmers' Market to coordinate a farmers' market every Saturday from 9 a.m. to 1 p.m. at City Center Park from June 6 through September 26, 2026."

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

SUMMARY

The Chanhassen Farmers' Market runs at City Center Park on Saturdays, June through September, from 9 a.m. to 1 p.m. It is a popular Saturday morning destination for residents to shop for fresh produce, flowers, handmade goods, fresh treats, and other items.

BACKGROUND

The Chanhassen Farmers' Market has been coordinated and managed by community volunteers since 2004. The City of Chanhassen Park & Recreation department temporarily coordinated the market during the 2020 and 2021 seasons during the transition between community volunteers due to the COVID-19 pandemic. Since 2022, the Farmers' Market has been coordinated and managed by Chanhassen community volunteer Holly Bustle.

From 2004 - 2023, prior to the beginning of Civic Campus construction, the Farmers' Market was held

in the parking lot on the southeast side of the old City Hall building near the Council Chambers and Senior Center entrance. During the 2024 and 2025 seasons, the Farmers' Market was held on the athletic fields north of the old City Hall building and construction fencing.

DISCUSSION

Chanhassen community volunteer Holly Bustle will return for the 2026 season to manage the Chanhassen Farmers' Market. The annual agreement between the City of Chanhassen and the Chanhassen Farmers' Market has been updated and is attached, along with the 2026 market map. The Chanhassen Farmers' Market and individual vendors complete liability waivers at the beginning of each market season.

Due to ongoing Civic Campus construction, the location of the Farmers' Market within City Center Park will be the same as in 2025. Vendors will set up on ballfield #1, just north of the west City Center parking lot, trail, and construction fence area. Depending on the completion dates of final Civic Campus construction items, landscaping finishes, establishment of grassy areas, and market logistics, the market may be moved to the new Civic Campus space near the end of their season.

There will be no Farmers' Market on Saturday, July 4, due to the City of Chanhassen's annual 4th of July Celebration.

Youth athletic groups utilizing the soccer fields at City Center Park will be unaffected and will retain access to all three fields. Parents & guardians of players utilizing soccer fields will be directed to park along Kerber Boulevard or Chanhassen Elementary School, and Farmers' Market vendors, visitors, and Chanhassen Library patrons will park in west City Center lot (north of the library) or east City Center lots (north of the new City Hall building). Youth athletic groups that would traditionally utilize ballfield #1 at City Center Park have been permitted at other locations throughout the park system.

BUDGET

RECOMMENDATION

Staff recommends the City Council approve the 2026 agreement with the Chanhassen Farmers' Market to coordinate a farmers' market every Saturday from 9 a.m. to 1 p.m. at City Center Park from June 6 through September 26, 2026.

ATTACHMENTS

2026 Farmers' Market Agreement
2026 Farmers' Market Map
2026 Farmers' Market Waiver
2026 Farmers' Market Individual Vendor Waiver

Docusign Envelope ID: 1BA3F4DB-AEFF-8BBA-826F-AAED4ED0A7AB

USE AGREEMENT

THIS USE AGREEMENT ("Agreement") is made the 27th day of April, 2026, (the "Effective Date") by and between the **CITY OF CHANHASSEN**, a Municipal Corporation, located at 7700 Market Boulevard, Chanhassen, Minnesota 55317 ("City"), and the **CHANHASSEN FARMERS MARKET**, a Minnesota non-profit corporation, located at PO Box 103 Chanhassen, MN 55317 ("Market").

WHEREAS, the Market is an association of individuals who produce fruits, vegetables, and other grown products and hand-crafted items, which are sold to the general public at open-air markets;

WHEREAS, both parties desire that the Market operates a Farmers' Market in the City, in order to provide an opportunity to sell the Market's products and afford the City and its residents opportunities for civic engagement and commerce.

NOW, THEREFORE, in consideration of the mutual benefits received by both parties, it is agreed:

1. The City will grant the Market exclusive use of Ballfield #1 at City Center Park, as shown on the attached **Exhibit A** ("Use Area") to operate a Saturday Farmers Market ("Farmers Market") (i.e., erect stands and sell products to the general public), as permitted herein.
2. The Farmers Market shall be subject to the following:
    a. For each day of operation of the Farmers Market, the Market will provide cones and blockades for the purpose of demarcating the Use Area. The Market shall place them where needed and remove them at the end of each sale day.
    b. The Market shall ensure any and all individual vendors operating at the Farmers Market to meet all state licensing and other requirements and regulations that are applicable to them.
    c. The Market shall ensure any and all Food Trucks operating at the Farmers Market will meet all state licensing and other requirements and regulations that are applicable to them.
3. The right to utilize the Use Area for the Farmers Market shall commence on June 6, 2026, and shall terminate on September 26, 2026. No Farmers Market shall take place on July 4, 2026.
4. The operation of a Farmers Market in the Use Area is also subject to the following conditions:
    a. The operation of a Farmers Market is limited to Saturdays between the hours of 9:00 a.m. and 1:00 p.m. The operation of community yoga, as part of the Farmers Market, will be

limited to 8:15-9:00 a.m. A setup period of 7:00 a.m. to 9:00 a.m. and a teardown period of 1:00 p.m. to 2:00 p.m. will be permitted for individual vendors.

b. The Market individual vendors shall furnish appropriate refuse containers, as required by the City, and remove refuse and other waste material after each Farmers Market.

c. The Market shall utilize portable restrooms already on-site in City Center Park.

d. The Market shall provide a market manager ("Manager") to represent the Market on the site during each Farmers Market. The Manager or the Manager's designee shall be responsible for all advertising, administrative activities, promotions, and communications with the City and the general public concerning sale activities at the Farmers Market.

e. The Market shall be responsible to ensure that its operation of a Farmers Market is in compliance with, at all times, local, state and federal rules and regulations.

f. The Market shall allow the City and the Chanhassen Library to, at various times, display and/or sell various items pertinent to their operations, without cost to the City or Chanhassen Library.

g. The Market shall submit an annual report to the City by December 31, 2026. The report shall include number of markets held, estimated weekly attendance, number of total vendors, number of food, craft, and nonprofit vendors, partnerships, and highlights from the 2026 season.

5. The Market may not sub-lease or otherwise assign this Agreement. This Agreement shall not be deemed an approval for any other permits of approvals required by the City and/or any other governmental entity for the operation of the Farmers Market.

6. The Market shall indemnify, defend, and hold the City, and its respective officers, employees, and agents, harmless from and against any and all losses, claims, actions, and expenses that may arise from or out of the activities conducted or carried on by the Market directly or indirectly in any respect whatsoever related to the Market's operation of a Farmers Market within the Use Area.

7. The Market will sign a waiver, waiving any claims the Market might have against the City, as well as defend and indemnify the City for any claims that arise against the City from third parties.

8. Individual vendors of the Market will sign a waiver, waiving any claims the vendor might have against the city, as well as defend and indemnify the City for any claims that arise against the City from third parties, OR provide a certificate of insurance, naming the City as additional insured.

9. The City may terminate this Agreement at any time with or without cause by giving 30 days written notice to the Market at the address indicated above. Sections 5 and 6 of this Agreement shall survive termination.
10. The City retains the right to close any individual vendor of the Farmers Market for any reason with one week's notice.
11. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.
12. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
13. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
14. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by U.S. Mail or hand-delivered to the respective address of each party as set forth in the beginning of this Agreement.
15. The parties acknowledge that this Agreement is an agreement to operate a Farmers Market in the Use Area described herein and does not confer any estate or interest to the Market in the City's property, nor does it create a partnership or joint venture between the City and the Market. All costs of doing business, including but not limited to supplies and equipment, will be the sole responsibility of the Market at its sole expense.

IN WITNESS WHEREOF, the parties have signed this Agreement.

CITY OF CHANHASSEN

Signed by:
By: Elise Ryan
D1C157C12C0D419...
Elise Ryan, Mayor

Signed by:
And: Laurie Hokkanen
455CF837D1854B4...
Laurie Hokkanen, City Manager

CHANHASSEN FARMERS MARKET

DocuSigned by:
By:
42423F150A4E495...

Print Name: Chanhassen Farmers' Market

Its: President

City Council Item

June 8, 2026

Item	Approval of Agreement with Eastern Carver County Schools for Use of School District Property During the 2026 4th of July Celebration	
File No.		**Item No:** F.14
Agenda Section	**CONSENT AGENDA**	
Prepared By	Priya Wall, Recreation Manager	
Reviewed By		

SUGGESTED ACTION

"The Chanhassen City Council approves the Independent Contractor Master Agreement with Eastern Carver County Schools for the 2026 4th of July Celebration."

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

SUMMARY

The proposed agreement with Eastern Carver County Schools (ECCS) will allow the city to continue utilizing school district property as part of the 2026 4th of July Celebration event footprint at City Center Park. The agreement formalizes responsibilities related to operations, insurance, and liability associated with activities occurring on ECCS-owned property.

BACKGROUND

City Center Park, the host site for the City's Annual 4th of July Celebration, includes property owned by both the City of Chanhassen and Eastern Carver County Schools (ECCS). Each year, several celebration components take place on school district property, including the carnival, Taste of Chanhassen food event, and other related event activities.

Historically, the city has coordinated with ECCS to authorize use of district property as part of the overall community celebration. In addition to permitting event activities on school district property, ECCS has allowed patrons to carry and consume alcoholic beverages within designated event areas. Beer sales and the Beer Garden, operated by the Rotary Club of Chanhassen, have traditionally been located on city-owned property within the park.

As part of the proposed agreement, both the City of Chanhassen and the Rotary Club of Chanhassen have provided certificates of insurance naming Eastern Carver County Schools as an additional insured.

DISCUSSION

To continue hosting 4th of July Celebration activities on district property, the city and ECCS have prepared an Independent Contractor Master Agreement outlining operational responsibilities, insurance requirements and indemnification provisions associated with the event.

As part of the agreement, ECCS has granted permission for alcohol consumption on district property during the event, consistent with previous years. Additionally, differing from prior years, ECCS has also agreed to allow alcohol sales and the Beer Garden on district property as part of the 2026 celebration footprint. This change is due to the temporary 2026 event layout associated with Civic Campus Phase 2 construction.

The agreement further clarifies that the city will maintain required insurance coverage, comply with applicable laws and district procedures, and assume responsibility for activities conducted by the city, its contractors, vendors and volunteers during the event. As in past years, both the City of Chanhassen and the Rotary Club of Chanhassen will provide certificates of insurance naming Eastern Carver County Schools as an additional insured.

Approval of the agreement will allow staff to continue coordinating logistics and operations for the 2026 4th of July Celebration.

BUDGET

RECOMMENDATION

Staff recommends that the Chanhassen City Council approve the Independent Contractor Master Agreement with Eastern Carver County Schools for the 2026 4th of July Celebration.

ATTACHMENTS

City Center Park Map
ECCS Independent Contractor Master Agreement
City of Chanhassen Insurance

City of Chanhassen

City and ECCS Property



Created By: City of Chanhassen - Engineering Department
Date Created: 6/1/2026

Document Path: K:\Departments\Parks\City Center Park\City Center Park Ownership\City Center Park Ownership.aprx

ECCS Independent Contractor Master Agreement

The following sets forth the agreement between the City of Chanhassen ("City"), and Eastern Carver County Schools ("School District"), regarding liability that may result from City providing certain services in the School District or on School District properties. City and School District agree as follows:

1.) OPERATIONS OF CITY. City shall operate its business/activity and provide such services on School District's Premises as City ("Services") per attached ECCS Facilities Request and in accordance with all applicable laws and with all of School District's standard operating procedures relating to health, safety and cleanliness. City shall obtain all licenses and permits necessary to perform such services.

2.) PERSONNEL. City is an independent contractor operating on School District's Premises. All persons employed, working for, or volunteering for City shall be employees or volunteers and independent contractors of City for all purposes, and shall not be deemed to be employees of School District for any purpose. City shall comply with all applicable statues, rules and regulations concerning coverages for employees, workers, and volunteers.

3.) INSURANCE. City shall, at its sole cost and expense, maintain general liability and property damage liability insurance coverages, with respect to any and all Services performed by City on School District's Premises and the use of School District's Premises by City, and all such insurance shall cover all occurrences arising during the term of this Agreement outlined in Exhibit A. All policies insuring against liability for bodily injury or death, or damage to property, shall include coverage for automobile liability, if such exposure exists, shall name the School District as an additional insured, and shall, in the case of property damage insurance, waive City's right to recover damages from the School District for damage to City's property on School District's Premises, waive City's right to contribution or indemnity from School District (unless caused by School District's sole negligence), and waive City's right to recover from any insurance carried by School District in the event of a loss.

4.) INDEMNIFICATION. To the fullest extent permitted by law, City agrees to defend, indemnify, and hold harmless School District, its board members, administrators, officers, employees, insurers, agents, consultants, and representatives from and against any and all liabilities, losses, claims, damages, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to any act, error, omission, negligence, breach of contract, or willful misconduct by City or its employees, agents, volunteers or subcontractors in connection with the performance of this Agreement. This indemnification obligation also extends to claims arising from injuries, damages, or losses sustained by any third party, including claims related to property damage, bodily injury, or intellectual property infringement resulting from City's performance of services. However, City's indemnification obligation does not apply to claims resulting solely from School District's own negligence or willful misconduct. Nothing in this Section shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to School District. Nothing in this Agreement shall be construed to negate, abridge, or waive any of the City's immunities or limits on liability pursuant to Minnesota Statutes, Chapter 466, or any other applicable immunity or limit on liability at law or equity.__

City shall obtain and maintain such insurance coverage sufficient to satisfy its indemnification obligations under this Agreement. A certificate of insurance evidencing this coverage shall be provided to School District.

City shall not settle, compromise, or otherwise resolve any claim or action in which the School District is named as a party and for which City has an indemnification obligation without the School District's prior written consent. Any settlement entered into without such consent shall be void and

unenforceable against the School District.

5.) RELATIONSHIP OF THE PARTIES. This Agreement shall not be construed as creating the relationship of principal and agent, landlord and tenant or employer and employee between the parties hereto, or as creating partnership, a joint venture, or a profit or loss sharing agreement between said parties. Neither party shall have the power to contract for, to bind, to purchase goods or services in the name of, or to otherwise obligate the other in any manner or way. In fulfilling its obligations pursuant to this Agreement, each party shall be acting as an independent contractor.

6.) FINAL AGREEMENT. This Agreement comprises the full and final statement of the agreement of the parties relating to the subject matter hereof and may only be amended by a writing signed by both parties.

Eastern Carver County Schools	**City of Chanhassen**
Name:_____	**By**:_____ Elise Ryan, Mayor
Title: *Director of Finance and Operations*	
Address: *11 Peavy Road* *Chaska, MN 55318*	**And**:_____ Laurie Hokkanen, City Manager
Date: _____	**Date**: _____
Signature:_____	

Exhibit A

Request #2526-4094

Community Education--Eastern Carver Co Schools
110600 Village Rd
Chaska, MN 55318
(952) 556-6403
112facilities@district112.org

CITY OF CHANHASSEN
LUKE KEGLEY
7700 MARKET BOULEVARD PO BOX 147
CHANHASSEN, MN 55317

COC: 4th of July Celebration 2026

Information

Account #: #1130
Contact: Luke Kegley
Phone:
Email: jruegemer@ci.chanhassen.mn.us lkegley@chanhassenmn.gov
Rate Type: Category 2
Attendance: 0

Notes

Thanks for the timeline, it will be helpful for the school to know!!

The following facility request parts have been accepted:

Date	Setup	Start	End	Cleanup	Rooms	Rate	Hours	Amount
Chanhassen Elementary								
Thu, Jun 25 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Fri, Jun 26 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Sat, Jun 27 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Sun, Jun 28 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Mon, Jun 29 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Tue, Jun 30 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Wed, Jul 1 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Thu, Jul 2 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Fri, Jul 3 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Sat, Jul 4 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Sun, Jul 5 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Mon, Jul 6 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00
Tue, Jul 7 2026	-	6:00 AM	10:00 PM	-	Fields/playground (avail school hrs only), Parking Lot (North lot)	none	32h	$0.00

Setup Notes

Chanhassen Elementary - Fields/playground (avail school hrs only)
Sun-Tue/Thu-Sat, Jun 25 - Jul 7 6:00 AM - 10:00 PM:
SCHEDULE:

- June 25–27: Setup on fields only.
- June 28–July 1: Setup in fields and parking lots.
- July 2–4: Event in fields and parking lots.
- July 5–7: Teardown and site restoration.

SCHEDULE:

- June 25–27: Setup on Fields only.
- June 28–July 1: Setup in Fields and North Parking lot.
- July 2–4: Event in Fields and North Parking lot.
- July 5–7: Teardown and site restoration.

Legal Information

THIS IS NOT A BILL. This permit is only an estimate of charges, and not a final bill. After your event occurs, this permit will be adjusted with staffing and/or equipment charges.

CANCELLATIONS: Dome (ECCS Athletic Center) cancellations or changes must be made 14 days in advance of the scheduled use. All other rental cancellations or changes must be made seven (7) days in advance of the scheduled use or charges will be assessed. Report any cancellations or updates to 112facilities@district112.org.

We will need a copy of your current LIABILITY INSURANCE before your event. Please email to 112facilities@district112.org. Here are the District's requirements:

The Board of Education shall require the applicant and/or organization to furnish a "Certificate of Liability/Property Insurance" in the amount of $500,000 per person/$1,500,000 per occurrence, which names District 112 (Eastern Carver Co Schools, Facilities Dept, 11 Peavey Road, Chaska MN 55318) as the additional insured.

All applicants and/or organizations agree to assume all responsibility for damage or liability of any kind and further agree to defend, indemnify, and hold harmless Independent School District 112 and its current and former officers, agents, employees, and board members from any liability, claims, damages, or expenses in connection with the use of the school facilities, including any losses, damages, or injuries. All applicants and/or organizations that receive a permit agree to assume all responsibility for the health and safety of participants in connection with the use of school facilities and agree to hold District 112 harmless.

The school district reserves the right to make discretionary adjustments to permit details, which could result in a building(s) being delayed or canceled. An affected group will be notified of such adjustment as soon as possible following the decision. Weather or other emergencies are examples of situations that could cause these types of adjustments and decisions.

Approved By: _____ 03/26/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Peters	
DOLLIFF INSURANCE 10900 Wayzata Blvd Suite 250 Minnetonka MN 55305-5602	PHONE (A/C, No, Ext): (952) 593-7400	FAX (A/C, No): (952) 593-7444
	E-MAIL ADDRESS: jpeters@dolliff.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : League of MN Cities Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Chanhassen
7700 Market Blvd
PO Box 147
Chanhassen MN 55317

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR [X] Retro Date: 12/31/2011 [X] Deductible: $2,500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CMC1000066-10	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 50,000 $ EXCLUDED $ 2,000,000 $ Unlimited $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Comp 5000 [X] Coll 5000 ded			CMC1000066-10	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC1004972-9	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,500,000 $ 1,500,000 $ 1,500,000
A	Mobile Equipment			CMC1000066-10	12/31/2025	12/31/2026	Equipment <$250,000 Equipment >$250,000 Deductible	Included Scheduled $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an Additional Insured with respect to the use of the school property and parking lot for the 4th of July celebration.

CERTIFICATE HOLDER

Eastern Carver County Schools (District 112)
11 Peavey Road
Chaska MN 55318

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

City Council Item

June 8, 2026

Item	Resolution 2026-XX: Authorize the City of Chanhassen to enter into a Grant Agreement with Carver County which will support Solid Waste Reduction and Recycling Projects	
File No.		**Item No:** F.15
Agenda Section	**CONSENT AGENDA**	
Prepared By	Jamie Marsh, Environmental Resource Specialist	
Reviewed By		

SUGGESTED ACTION

"The Chanhassen City Council adopts a resolution authorizing the City of Chanhassen to enter into a grant agreement with Carver County Environmental Services Division."

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

SUMMARY

Carver County has awarded the city a grant in the amount of $27,000. The grant funding will support waste reduction projects, including the recycling coupon program, yard waste disposal, shredding events, the pumpkin drop-off program, a mobile bike repair clinic and bulky item collection events.

BACKGROUND

In October 2025, Carver County Environmental Services requested and received waste reduction and recycling funding proposals from the City of Chanhassen, along with 20 other cities and townships. Staff reviewed the proposals and provided funding recommendations to the County Board based on how each proposal fit within the State Solid Waste Hierarchy. Funding for the city and township grant program comes from State grant dollars (LRDG and SCORE Grant), and the Carver County Solid Waste Fee.

The county approved the city's $27,000 grant request that will support waste reduction and recycling initiatives.

DISCUSSION

BUDGET

There is no match required as part of this $27,000 grant. The city will pay for the costs up front and be reimbursed after submitting all financial reports to the county.

RECOMMENDATION

Staff recommends adoption of the attached resolution.

ATTACHMENTS

Resolution 2026-XX: Carver County Solid Waste Reduction and Recycling Grant
Chanhassen Water Efficiency Grant Acceptance Letter 2026-2028
2026 City of Chanhassen Solid Waste Reduction and Recycling Grant Agreement

CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA

DATE: June 8, 2026 RESOLUTION NO: 2026-XX

MOTION BY: _____ SECONDED BY: _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH CARVER COUNTY ENVIRONMENTAL SERVICES

WHEREAS, Funding for the grant program comes from State grant dollars (LRDG and SCORE) and the Carver County Solid Waste Fee; and

WHEREAS, Carver County Environmental Services requested and received waste reduction and recycling funding proposals from all 21 Carver County cities and townships; and

WHEREAS, Carver County staff reviewed the proposals and provided funding recommendations to the County Board based on how each proposal fit within the State Solid Waste Hierarchy ; and

WHEREAS, the County Board approved staff recommended funding amounts; and

WHEREAS, the City of Chanhassen proposes to use the $27,000 to support waste reduction and recycling initiatives ; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Manager are authorized to execute the Agreement.

PASSED AND ADOPTED by the Chanhassen City Council this 8th day of June 2026.

ATTEST:

_____ _____

Jenny Potter, City Clerk Elise Ryan, Mayor

YES **NO** **ABSENT**

METROPOLITAN
COUNCIL

Jamie Marsh
Environmental Resources Specialist
7700 Market Blvd
Chanhassen, MN 55317

May 19, 2026

The Metropolitan Council is pleased to award the City of Chanhassen the amount of $25,000 as part of our 2026-2028 Water Efficiency Grant Program. The amount of matching funds required from your city, based on the grant award above, is $5,000 (this amount will deviate from the 20% of the total program cost in cases where the community is including a low-income cost assistance option). The City of Chanhassen is one of 43 in the Twin Cities metro area accepted into this grant program. We are pleased to report that all available grant funds have been awarded and that all applicants will receive an award.

The amount of funds requested totaled $1,683,575, while the amount of funds available is $1,400,000. Because funds requested exceed funds available, a set of ranking factors and an objective scoring system were used to distribute the available funds.

Below are some critical points to remember:

- New construction and new developments are not eligible
- A portion of each eligible grant activity's cost must be paid by the property owner (unless participating in the low-income cost assistance option)
- Funds are for rebates or grants only; consulting and city staff time are ineligible
- Grant recipients must display the Clean Water, Land and Legacy Amendment logo and the Metropolitan Council logo on program-related web pages and paper communications
- Funds must be spent down by June 30, 2028 (municipalities and Met Council will work together to monitor spending and adjust/reallocate funds as needed)
- Grant activities on municipal properties must supplement and not supplant dedicated municipal funding sources

The Clean Water, Land and Legacy Amendment is available here: https://www.legacy.mn.gov/download-legacy-logo

To obtain electronic and print versions of the Metropolitan Council logo, please contact me at henry.mccarthy@metc.state.mn.us.

As you prepare your municipality's program, please be aware that the following information must be reported on a quarterly basis, on forms to be provided by the Metropolitan Council:

- Property address and property type (residential, commercial, municipal)
- Low-income assistance (Y/N) (if applicable)
- Grant activity (device replacement, audit, or municipal turfgrass conversion)
- Brand/model info of new device
- Purchase date (must be on or after effective date of grant agreement)
- Cost per device/approved grant activity
- Number of devices/activities
- Rebate or grant per device
- Estimated annual gallons of water saved per device installation/approved grant activity
- Municipality matching funds disbursed
- Number of unmet funding requests from property owners, if any

Quarterly reporting instructions will be sent to participating communities in summer 2026. Quarterly reporting periods and reporting form due dates are shown below.

Quarterly Period	**Reporting Form Due Date**
July 1, 2026 – September 30, 2026	October 31, 2026
October 1, 2026 – December 31, 2026	January 31, 2027
January 1, 2027 – March 31, 2027	April 30, 2027
April 1, 2027 – June 30, 2027	July 31, 2027
July 1, 2027 – September 30, 2027	October 31, 2027
October 1, 2027 – December 31, 2027	January 31, 2028
January 1, 2028 – March 31, 2028	April 30, 2028
April 1, 2028 – June 30, 2028	July 31, 2028

A Grant Legal Agreement will be sent to your city for signature in approximately two weeks. Completion instructions will be provided in that correspondence.

Congratulations on your grant award! We look forward to working with you to increase the water efficiency of our region.

Sincerely,

Henry McCarthy

Henry McCarthy
Senior Environmental Scientist | Water Resources | Policy and Planning
Phone: 651-602-1946
henry.mccarthy@metc.state.mn.us

Jen Kostrzewski
Assistant Manager | Water Resources | Policy and Planning
Phone: 651-602-1078
jennifer.kostrzewski@metc.state.mn.us

Judy Sventek
Manager | Water Resources
Phone: 651-602-1156
judy.sventek@metc.state.mn.us

CLEAN WATER LAND & LEGACY AMENDMENT

Close

2026 City of Chanhassen Solid Waste Reduction and Recycling Grant			
Contract #	**26-110**	Contract Start Date	**1/1/2026**
External Parties	**CITY OF CHANHASSEN**	Contract End Date	**12/31/2026**
		Previous Related Contract #	25-038
Originator	**Dustin Heidinger**	Contract State	**Original**
Division/Department	**Public Services:Environ. Svc.**		
Type of Contract	**Grant**		
Type of Contract Explanation	N/A		
Fiscal Amount	**$27,000.00**	Fiscal Terms	The 2026 ES budget includes $175,000 for the city and township grant program.
Quotes and Bids Obtained	**No**		
Local Preference Considered	**No**		

Carver County has provided grant opportunities to our partner cities and townships since 1989, to encourage increased recycling and waste diversion within our County.

In October 2025, Environmental Services requested and received waste reduction and recycling funding proposals from all 21 Carver County cities and townships. Staff reviewed the proposals and provided funding recommendations to the County Board based on how each proposal fit within the State Solid Waste Hierarchy, including the potential for the greatest impact on landfill diversion. The County Board approved the 2026 staff recommended funding amounts at the 2/17/2026 Board meeting.

Funding for the city and township grant program comes from State grant dollars (LRDG and SCORE Grant), and the Carver County Solid Waste Fee.

The City of Chanhassen proposes to use the allocated $27,000 to support several waste reduction and recycling initiatives including yard waste management, community paper shredding events, reuse collection opportunities, a mobile bike repair clinic, and coupons for residents to use at the Environmental Center.

Submit	Completed
Submitter	Dustin Heidinger
Submit Date	4/10/2026
Attorney	Approved
Attorney Approval Date	4/10/2026
Attorney Approver	Patrick Conness

Risk	Approved
Risk Approval Date	4/13/2026
Risk Approver	Sonja Wolter
Division	Approved
Division Approver	Nick Koktavy
Division Approval Date	4/17/2026

COUNTY OF CARVER
2026 SOLID WASTE REDUCTION GRANT
GRANT AGREEMENT

This grant agreement is between the County of Carver, acting through its Public Services Division, 600 East 4th Street, Chaska, MN 55318 and City of Chanhassen, 7700 Market Blvd, Chanhassen, MN 55317 ("Grantee").

Recitals

1. Under Minnesota Statutes §473 and §115A, the County is empowered to enter into this grant.
2. The County is in need of the Grantee's assistance to carry out the provisions of the Carver County Solid Waste Management Plan 2024 to 2044.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the County.

Grant Agreement

1. Term of Grant Agreement

a. ***Effective date:*** January 1, 2026. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant.

b. ***Expiration date:*** The expiration date of the grant is certified through December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first. All expenditures must be made prior to December 31, 2026, and reimbursement requests must also be received by the County no later than January 31, 2027. Grant funds may not be carried forward to the next calendar year and must be used for activities specified as allowable expenditures in Exhibit A.

c. ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this grant agreement:
9. Liability; 10. Audits, 11. Government Data Practices and Intellectual property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 19. Data Disclosure.

2. Grantee's Duties

a. The Grantee, who is not a county employee, will provide solid waste program services and education consistent with the Carver County Solid Waste Master Plan. The Grantee will perform the duties as explained in Exhibit A.

b. The Grantee must solicit a minimum of three bids for all grant-related activities greater than $5,000.

c. These activities must relate to solid waste landfill abatement programs and activities consistent with the Carver County Solid Waste Management Plan and applicable State Statutes and County ordinances.

d. The Grantee agrees to work with the County to promote solid waste programs. Any deviation from the programs or expenditures listed in Exhibit A must be approved in writing by Carver County Public Services.

e. The Grantee agrees to complete an annual survey provided by the County for the purpose of evaluating and measuring the success of the grant program.

3. Reporting Requirements

The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the County, unless the County grants an extension in writing.

4. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

5. Consideration and Payment

a. **Consideration.** The County will pay for all services performed by the Grantee under this grant agreement as follows:

i. ***Compensation.*** The Grantee will be paid for all activities as specified by "Exhibit A", performed by the Grantee during the term of the Grant up to Twenty-Seven Thousand dollars ($27,000.00).

ii. ***Total Obligation.*** The total obligation of the County for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Twenty-Seven Thousand dollars ($27,000.00).

b. **Payment**

i. ***Invoices***. The County will promptly pay the Grantee after the Grantee's presentation of invoices for services performed and acceptance of such services by the County's authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the County within the dates previously noted in "Term of Grant Agreement" in this contract.

ii. ***Federal Funds.*** (Where applicable, if blank, this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the County through Title _____ CFDA number _____ of the _____ Act of _____. The grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

6. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County's Authorized Representative and in accordance with all applicable federal, County, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the County to be unsatisfactory or performed in violation of federal, County, or local law.

7. Authorized Representative

The County's Authorized Representative is Dustin Heidinger, 600 East 4th Street, Chaska, MN 55318, 952-361-1836, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the Jamie Marsh, 7700 Market Blvd, Chanhassen, MN 55317, 952-227-1138. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the County.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

a. ***Assignment.*** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the County and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

b. ***Amendments.*** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

c. ***Waiver.*** If the County fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right enforce it.

d. ***Grant Agreement Complete***. This grant agreement, including Exhibits "A" and "B," contain all negotiations and agreements between the County and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

9. Liability

The Grantee must indemnify, save, and hold the County, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees.

10. Audits

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the County and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

11. Government Data Practices and Intellectual Property

*a. **Government Data Practices.*** The Grantee and County must comply with the Minnesota Government Data Practices Act, Minnesota Statute §. 13, as it applies to all data provided by the County under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the County.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the County. The County will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

12. Worker's Compensation

The Grantee certified that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers'' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

13. Publicity and Endorsement

a. ***Publicity.*** Any publicity regarding the subject matter of this grant agreement must identify the County as the sponsoring agency and must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.

b. ***Endorsement.*** The Grantee must not claim that the County endorses its products or services.

14. Governing Law

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

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

15. **Accessibility:** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines.

Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at http://www.access-board.gov.

16. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

17. Monitoring

If the grant is over $50,000, the County's authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

18. Termination

Termination by the County. The County may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

19. Data Disclosure

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

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF CARVER
STATE OF MINNESOTA

Laurie Hokkanen — Laurie Hokkanen (May 23, 2026 09:25:21 CDT) 05/23/26

Laurie Hokkanen/Date

Dave Hemze (May 26, 2026 14:21:27 CDT) 05/26/26

County Administrator/Date

☐

2026 City of Chanhassen Solid Waste Reduction and Recycling Grant
Exhibit A

CARVER COUNTY

Carver County
Community Grant Application

Carver County Environmental Services staff are available to help throughout the application process, project implementation, and report writing.

Please contact Dustin Heidinger with questions: dheidinger@carvercountymn.gov | 952-361-1836

1. Applicant information:

City/Township: Chanhassen		
Address: 7700 Market Blvd.		
City: Chanhassen	State: MN	Zip Code: 55317
Contact person: Jamie Marsh		
Title: Environmental Resource Specialist		
Phone: 952-227-1138		
Email: jmarsh@chanhassenmn.gov		
Is this person authorized to sign the final grant agreement? If yes skip to section 3. : No		

2. Authorizing signature

The signature must be provided by an individual who has the authority to enter into a contract on behalf of your organization (e.g., Mayor, Administrator, Township Official, etc.) Electronic signatures are accepted. Please list the individual who is authorized to sign the final agreement.

Name: Laurie Hokkanen

Title: City Manager
Phone: 952-227-1119
Email: lhokkanen@chanhassenmn.gov

3. Project description

In one page or less, provide a brief project description. The project description must address each of the following points:

- Project outline and scope
- Current relevant practices and proposed changes to current practices
- Expected outcomes and/or goals of project
- Why the project is compelling and worthy of funding

•Chanhassen recycling coupons. Grant request amount: $10,000: The city issues recycling coupons to residents to use at the Carver County Environmental Center. These coupons are issued once per year in the Chanhassen Connection article which goes out to every resident in Chanhassen. The city expects to see more people using the facility as a resource for responsible disposal of bulky, hard to get rid of items. We can quickly track the progress of this program by checking in with Environmental Center staff to see how many coupons have been redeemed with the goal of increased use of the coupons from last year. •Yard Waste Collection. Grant request amount: $10,000: The city has successfully offered an ongoing yard waste drop off at its Public Works facility since 2022. The drop-off service was made available 5 days each week from April to November in 2024 which increased from 2 days a week in 2023. The city plans on continuing to offer the same service to residents in 2026. We can measure the success of this program by tracking the amount of yard waste that is being brought to the Public Works facility compared to what was brought in last year, with an increase in its use being a success. Funding through the county has helped the city make the yard waste site a sustainable service for the City of Chanhassen. • Two Paper shredding events. Grant request amount: $3,100 total- $1,550 each event: The city would like to work with a company to offer two shredding events to the public in 2026. Attendance at past events has been high and the event has shut down early due to full capacity of the shredding trucks. In 2025 the two events collected over 19,000 pounds of recyclable material. We will continue to have the material weighed so we can use that number as a measured outcome of each event. These events are a great way to engage the community in responsibly recycling material. •Pumpkin-drop-off program. Grant Request Amount: $350: $350 In 2024 the City of Chanhassen organized its first pumpkin drop-off program with Barthold Farms Incorporated in St.Francis, MN where residents brought their pumpkins from Halloween, and they were taken to a farm where pumpkins are fed to farm animals. The cost for the dumpster drop off and pick up is $350. In 2024, one 20-yard dumpster was filled up and it's estimated that 6 tons of pumpkins were diverted from the landfill. The city hopes to see increased participation as the program becomes more familiar to residents. This program raises awareness about the amount of organic holiday waste generated during Halloween and provides residents with another option—beyond dropping pumpkins off at the Environmental Center—to divert that waste. •Mobile Bike Repair Clinic Grant Request Amount: $750: The city would like to sponsor A Better Society's mobile bike repair at the Chanhassen Farmer's Market once during the summer season. This service would provide free repairs for bicycles at a convenient location. The service dates would be promoted through all of City's outreach channels. Program success can be measured by tracking the number of bikes come to the event for repair and how many of those bikes are successfully fixed •Bridging Events (2 events estimated @ $1,250 each) In partnership with the non-profit organization, Bridging, the City of Chanhassen will host two bulky item collection events in 2026. The event will focus on collecting gently used furniture and be used for people in need. This will help divert difficult to recycle items from the landfill and be reused in new homes. In 2025, the City of Chanhassen had difficulty with time constraints and finding a site that would accommodate the space needed for the event, so we were unable to get an event on the calendar. This year, city staff has made connections with local members in the community as well as Bridging staff so planning events for 2026 will be planned efficiently.

4. Project budget

Please include a budget for all expenses including items such as containers, hauling service, compostable bags, reusable foodservice ware, etc. Please note: the County requires grant recipients to seek multiple bids for all grant related activities above $5,000. Please attach bids to the grant application.

Total Budget: $27,000 Chanhassen recycling coupons ($10,000) Yard Waste Collection ($10,000) 2 Paper Shredding Events ($3,100- $1,550 each event) Pumpkin-drop-off program ($350) Mobile Bike Repair Clinic ($750) Bridging Events (2 events estimated @ $1,250 each)

5. Grant Request and Final Approved Funding Amount

Applicant Funding Request: $27,000.00

Carver County Approved Funding Amount: $27,000.00

Carver County Allowable Expenditures:

- Yard waste management.
- Mobile bike repair clinic.
- Reuse collection event.
- Environmental Center coupons.
- Paper shredding events.

City Council Item

June 8, 2026

Item	Resolution 2026-XX: Authorize the City of Chanhassen to Enter into a Grant Agreement with the Metropolitan Council to Support the City and State's Water Conservation Efforts	
File No.		**Item No:** F.16
Agenda Section	**CONSENT AGENDA**	
Prepared By	Jamie Marsh, Environmental Resource Specialist	
Reviewed By		

SUGGESTED ACTION

"The Chanhassen City Council adopts a resolution authorizing the City of Chanhassen to enter into a grant agreement with the Metropolitan Council."

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

SUMMARY

The city's grant request for $25,000 was accepted by the Metropolitan Council. The grant cycle will begin on July, 1 2026 and be active through June 30, 2028. The city plans to continue managing the Water Wise Rebate program, which is made possible by grant funding provided through the Minnesota Clean Water, Land and Legacy Amendment and the Metropolitan Council.

Devices eligible for rebates through the program will include US EPA WaterSense labeled faucets, showerheads, toilets, irrigation controllers, as well as US DOE Energy Star labeled clothes washers and dishwashers. Out of the $25,000 in grant funding, $5,000 of that is approved to be used to help cover costs for the device and installation costs for low-income qualified applicants. Eligible costs for low-income qualified residents will be reimbursed by the Metropolitan Council up to a set amount and will not require a city match. Rebates for eligible devices that are not granted to low-income qualified residents will require a match of 20%.

BACKGROUND

The city has been a grant recipient of the Water Efficiency Grant program in past years which has supported the Water Wise Rebate Program. Residents in existing homes who purchase eligible devices can apply through the city for a rebate. Grant funding will allow this program to continue, saving residents money and contributing to water conservation efforts in the city and state.

DISCUSSION

BUDGET

The grant award amount is $25,000 with a required match of $5,000. The required match amount will vary slightly based on the number of qualified low-income applicants.

RECOMMENDATION

Staff recommends adoption of the attached resolution authorizing the grant agreement with the Metropolitan Council.

ATTACHMENTS

Resolution 2026-XX: Water Efficiency Grant Program with Metropolitan Council

CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA

DATE: June 8, 2026 RESOLUTION NO: 2026-XX

MOTION BY: _____ SECONDED BY: _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE METROPOLITAN COUNCIL

WHEREAS, in 2008, Minnesota's voters passed the Clean Water, Land and Legacy Amendment (Legacy Amendment) to the Minnesota Constitution; and

WHEREAS, The Metropolitan Council was awarded funding from Minnesota Clean Water, Land and Legacy Amendment funds for a Water Efficiency Grant Program; and

WHEREAS, municipalities that are served by a municipal water system are eligible to apply for funding; and

WHEREAS, the City of Chanhassen proposes to use the $25,000 to offer rebates for eligible water device replacements that reduce water use; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Manager are authorized to execute the Agreement.

PASSED AND ADOPTED by the Chanhassen City Council this 8th day of June 2026.

ATTEST:

Jenny Potter, City Clerk

Elise Ryan, Mayor

YES	**NO**	**ABSENT**

City Council Item

June 8, 2026

Item	Balakrishna Chintaginjala Citizen Action Request	
File No.		**Item No:** G.1
Agenda Section	**VISITOR PRESENTATIONS**	
Prepared By	Jenny Potter, City Clerk	
Reviewed By		

SUGGESTED ACTION N/A	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

Balakrishna Chintaginjala Citizen Action Request

Submission #	4855055
IP Address	174.20.174.40
Submission Recorded On	05/29/2026 2:20 PM
Time to Take Survey	10 minutes, 3 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:

06/08/2026

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**

[redacted]

* **Phone**

[redacted]

* **Email**

[redacted]

Council Action Requested

* **Provide a brief description of the action you are requesting from the City Council.**

No action is needed from City administration. I want to present a topic during City Council meeting on June 8th. Topic - Cybersecurity in the Modern Era: Global Threats, Financial Impact, and Business Protection Strategies

Summary of Information

* **Provide a narrative of the request including need, costs, timetable, background, etc.**

I will send the research material and presentation information in a separate email on Monday to the City clerk

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

June 8, 2026

Item	Approval of Brew Pub Off-Sale, Brew Pub On-Sale, and Intoxicating Liquor Licenses for Lake Drive Tap located at 18651 Lake Drive East	
File No.		**Item No:** H.1
Agenda Section	**PUBLIC HEARINGS**	
Prepared By	Jenny Potter, City Clerk	
Reviewed By	Laurie Hokkanen	

SUGGESTED ACTION

"The Chanhassen City Council approves the request for a Brew Pub Off-Sale, Brew Pub On-Sale, and Intoxicating Liquor Licenses with Sunday Sales for Savage Tap Inc., DBA Lake Drive Tap located at 18651 Lake Drive East."

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

SUMMARY

The City of Chanhassen received an application for a Brew-Pub Off-Sale, On-Sale and Intoxicating Liquor license on May 18, 2026. The Brew-Pub license is for a restaurant that also brews beer and sells liquor. Savage Tap Inc, is in the process of purchasing the existing Hackamore Brewery. The city has done work to be able to provide a new licensure type of Brew-Pub. City Code was updated to add the Brew-Pub Off-Sale Liquor license, allow a Brew-Pub in the IOP district, and the fee schedule was updated to include the Brew-Pub license fee.

BACKGROUND

Law Enforcement conducted a background investigation, including criminal history, driving records, outstanding warrants, financial, and references on the owner of Lake Drive Tap, Stephanie Weidmaier, and the Operating Manager, David Norris. No negative comments were found.

A public hearing notice was published in the Sun Sailor on May 28, 2026 and sent to all property owners within 500 feet of the site (see attached affidavit of mailing). As of the date of this writing, staff has not received any comments from the public.

DISCUSSION

BUDGET

RECOMMENDATION

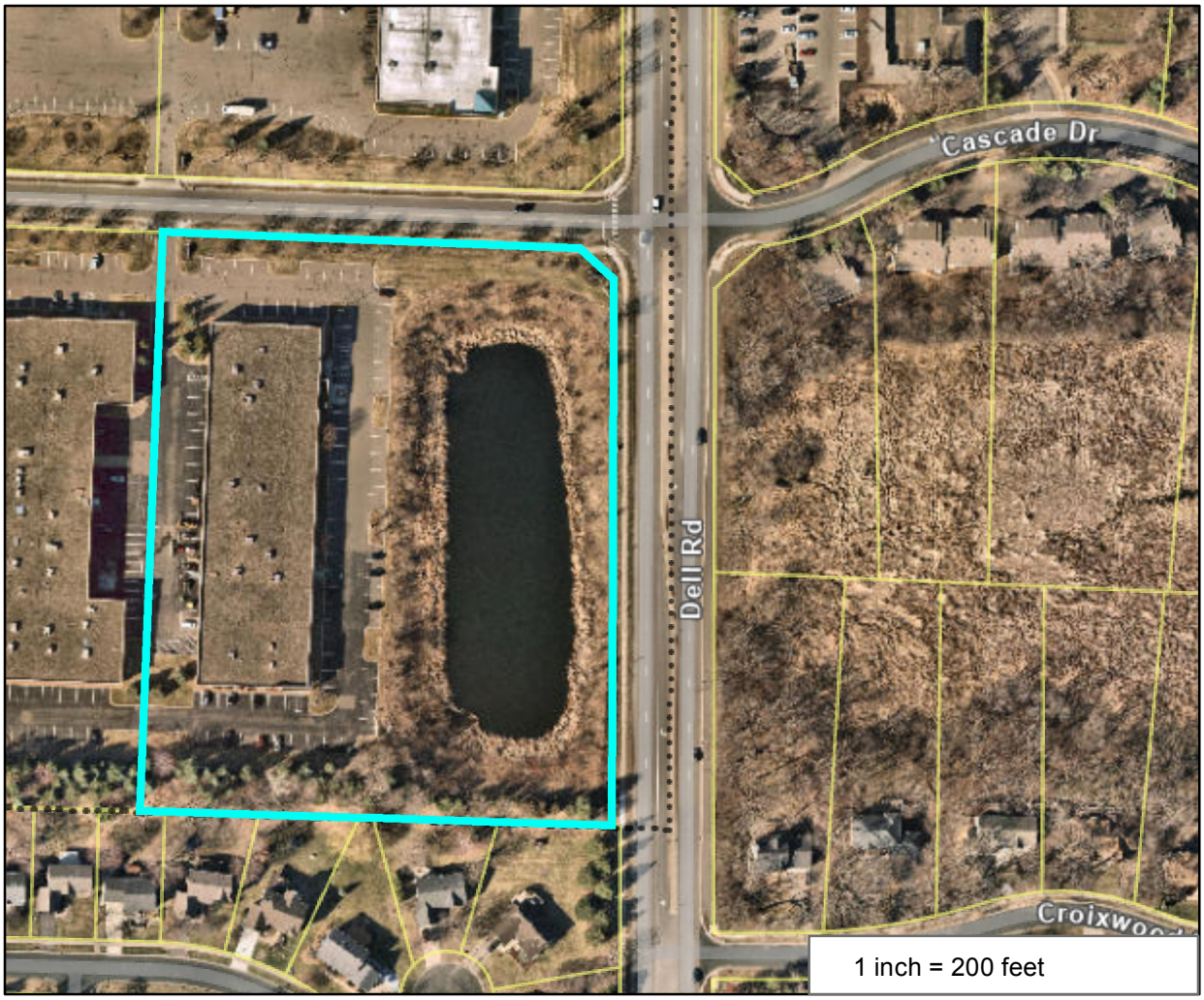
Staff recommends that the Chanhassen City Council approves the request for a Brew Pub Off-Sale, Brew Pub On-Sale, and Intoxicating Liquor Licenses for Savage Tap Inc., DBA Lake Drive Tap located at 18651 Lake Drive East

ATTACHMENTS

Property Location Map
Floor Plan
Patio Plan
Affidavit of Mailing Notice of Public Hearing

Hennepin County Property Map

Date: 1/18/2023



PARCEL ID: 1811622210005

OWNER NAME: Nicola Dell5 Lp

PARCEL ADDRESS: 18251 Lake Dr E,Chanhassen MN 55317

PARCEL AREA: 7.06 acres, 307,603 sq ft

A-T-B: Abstract

SALE PRICE:

SALE DATE:

SALE CODE:

ASSESSED 2021, PAYABLE 2022
PROPERTY TYPE: Commercial-Preferred
HOMESTEAD: Non-Homestead
MARKET VALUE: $3,300,000
TAX TOTAL: $105,138.58

ASSESSED 2022, PAYABLE 2023
PROPERTY TYPE: Commercial
HOMESTEAD: Non-Homestead
MARKET VALUE: $4,253,000

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

COPYRIGHT © HENNEPIN COUNTY 2023

CODE ANALYSIS FOR: 18251 LAKE DR E. CHANHASSEN, MN

IBC 2018

OCCUPANCY GROUPS (NON SEPARATED OCCUPANCIES):
- A-2 (TAP ROOM, STAGE, LOUNGES, GOLF SIM, PRO SHOP) = 5513 SF - NET
- F-2 (KITCHEN, BREWHOUSE, RESTROOMS, MECHANICAL, HALLWAY, OFFICE) 4286 SF - GROSS

TYPE OF CONSTUCTION (EXISTING) (CHAPTER 6 1018 IBC) TABLE 600:
- EXISTING BUILDING CONSTRUCTION = IIB - FULLY SPRINKLED

ALLOWABLE HEIGHT AND AREA (CHAPTER 5 2018 IBC) TABLE 504.3:
- MAX ALLOWABLE HEIGHT = 75' (APPROXIMATELY 30-35' EXISTING)
- MAX ALLOWABLE AREA = 38,000 SF (10228 SF EXISTING)

OCCUPANCY LOAD (CHAPTER 10 2018 IBC) TABLE 1004.5:

A-2 FULLY SPRINKLED
- TAP RM - 5060 GROSS AREA X 15 OCCUPANTS/SF = 338 OCCUPANTS
- PRO SHOP - 114 GROSS AREA X 60 OCCUPANTS/SF = 2 OCCUPANTS
- GOLF SIM - 2 OCCUPANTS
- A-2 OCCUPANCY = 342 OCCUPANTS (171 FEMALE / 171 MALE)

F-2 FULLY SPRINKLED
- BREWHOUSE - 2321 GROSS AREA X 100 OCCUPANTS/SF = 24 OCCUPANTS
- ELECTRICAL RM - 185 GROSS AREA X 300 OCCUPANTS/SF = 1 OCCUPANT
- COOLER - 51 GROSS AREA X 500 OCCUPANTS/SF = 1 OCCUPANT
- COOLER - 285 GROSS AREA X 500 OCCUPANTS/SF = 1 OCCUPANT
- KITCHEN - 567 GROSS AREA X 200 OCCUPANTS/SF = 3 OCCUPANTS
- BAR - 190 GROSS AREA X 200 OCCUPANTS/SF = 1 OCCUPANT
- OFFICE - 293 GROSS AREA X 150 OCCUPANTS/SF = 2 OCCUPANTS
- F-2 OCCUPANCY = 33 OCCUPANTS (17 FEMALE / 17 MALE)

TOTAL OCCUPANCY = 374 OCCUPANTS

REQUIRED EXITS (CHAPTER 10 2018 IBC) 1005.3.2 AND TABLE 1006.2.1:
- OCCUPANCY LOAD EXCEEDS 49 OCCUPANTS BUT IS LESS THAN 501 OCCUPANTS = TWO EXITS REQUIRED
- TRAVEL DISTANCE (SHOWN ON PLAN) = 136'
- MINIMUM EXIT WIDTH 330 OCCUPANTS X .15" (SPRINKLED BUILDING) = 59" (72" PROVIDED)

MINIMUM PLUMBING FIXTURE COUNT (CHAPTER 29 2018 IBC) TABLE 2902.1:
- (A-2) ONE WATER CLOSET PER 75 OCCUPANTS, MALE = 171 OCCUPANTS / 75 = 2.28 WATER CLOSETS REQUIRED
- (A-2) ONE WATER CLOSET PER 75 OCCUPANTS, FEMALE = 171 OCCUPANTS / 75 = 2.28 WATER CLOSETS REQUIRED
- (F-1) ONE WATER CLOSET PER 100 OCCUPANTS, MALE = 17 / 100 = .17 WATER CLOSETS REQUIRED
- (F-1) ONE WATER CLOSET PER 100 OCCUPANTS, FEMALE = 17 / 100 = .17 WATER CLOSETS REQUIRED

- TOTAL WATER CLOSETS MALE = 2.28 +. 17 = 2.45 WATER CLOSETS REQUIRED
- TOTAL WATER CLOSETS FEMALE = 2.28 + .17 = 2.45 WATER CLOSETS REQUIRED

- (A-2) ONE LAVATORY PER 200 OCCUPANTS, MALE = 171 OCCUPANTS / 200 = .86 LAVATORIES REQUIRED
- (A-2) ONE LAVATORY PER 200 OCCUPANTS, FEMALE = 171 OCCUPANTS / 200 = .86 LAVATORIES REQUIRED
- (F-1) ONE LAVATORY PER 100 OCCUPANTS, MALE = 17 / 100 = .17 LAVATORIES REQUIRED
- (F-1) ONE LAVATORY PER 100 OCCUPANTS, FEMALE = 17 / 100 = .17 LAVATORIES REQUIRED

- TOTAL LAVATORIES MALE = .86 + .17 = 1.03 LAVATORIES REQUIRED
- TOTAL LAVATORIES FEMALE = .86 + .17 = 1.03 LAVATORIES REQUIRED
- 3 TOTAL LAVATORIES PROVIDED

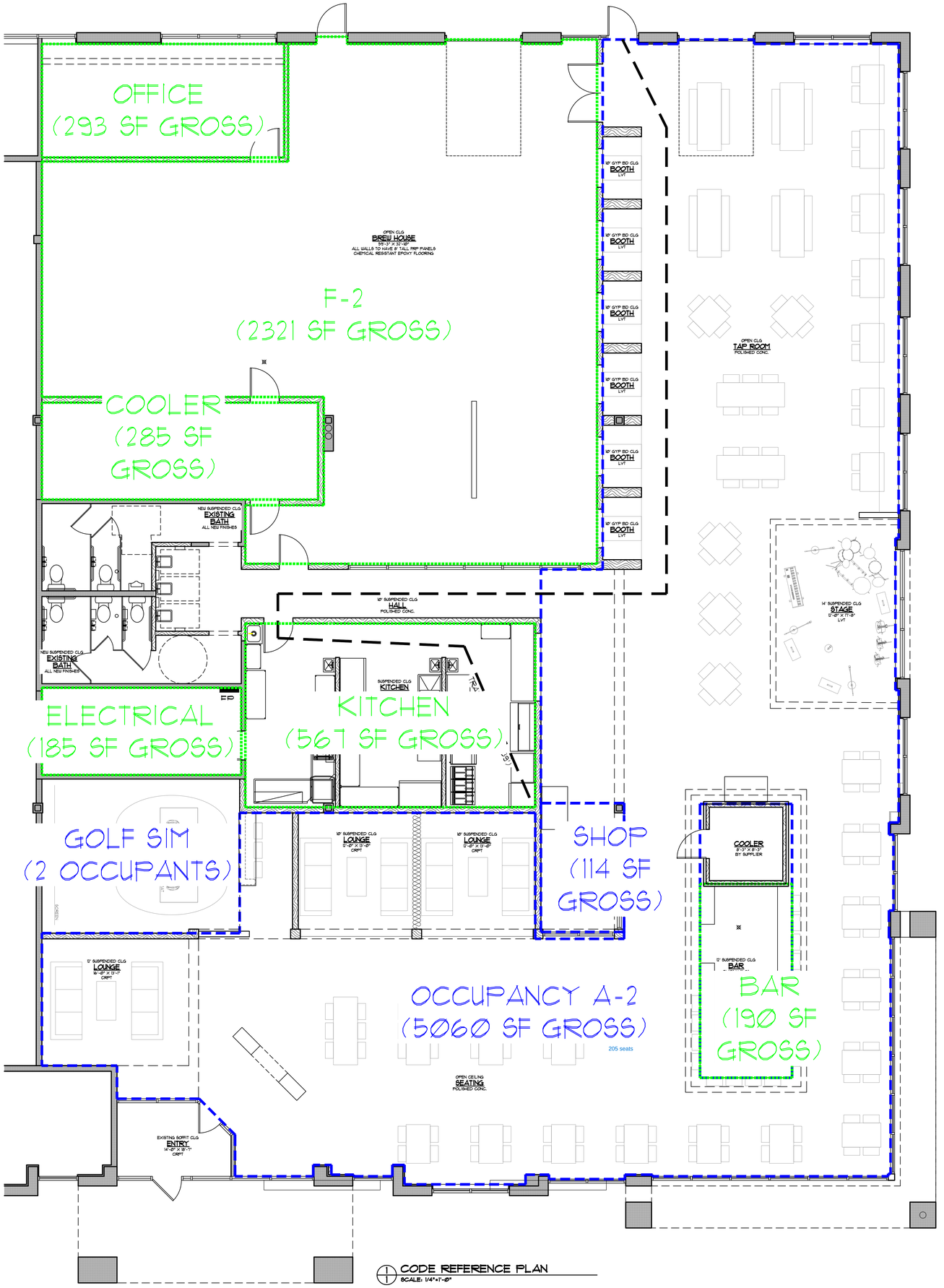
FIRE RESISTIVE ELEMENTS (EXTERIOR WALLS, ROOF, BEARING WALLS) ARE EXISTING AND UNCHANGED

BATHROOMS TO BE REMODELED AND INCLUDE (1) AMBULATORY ACCESSIBLE STALL IN EACH

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the State of Minnesota.

Thomas M. Flint

Date: 8/23/2022 Reg. No. 49736



CODE REFERENCE PLAN
SCALE: 1/4"=1'-0"

COPYRIGHT 2022, ALEXANDER DESIGN GROUP, INC.

ALEXANDER DESIGN GROUP
275 LAKE STREET EAST
SUITE 122
WAYZATA, MN 55391
Phone: 952.473.8111
FAX: 952.473.8222

ISSUE DATE:
1 NOVEMBER 2022
PREVIOUS ISSUE DATES:

DRAWING DESCRIPTION:
TITLE SHEET AND
CODE ANALYSIS

HACKAMORE BREWERY
DELL 5 - G
18651 LAKE DRIVE EAST
CHANHASSEN, MN 55317

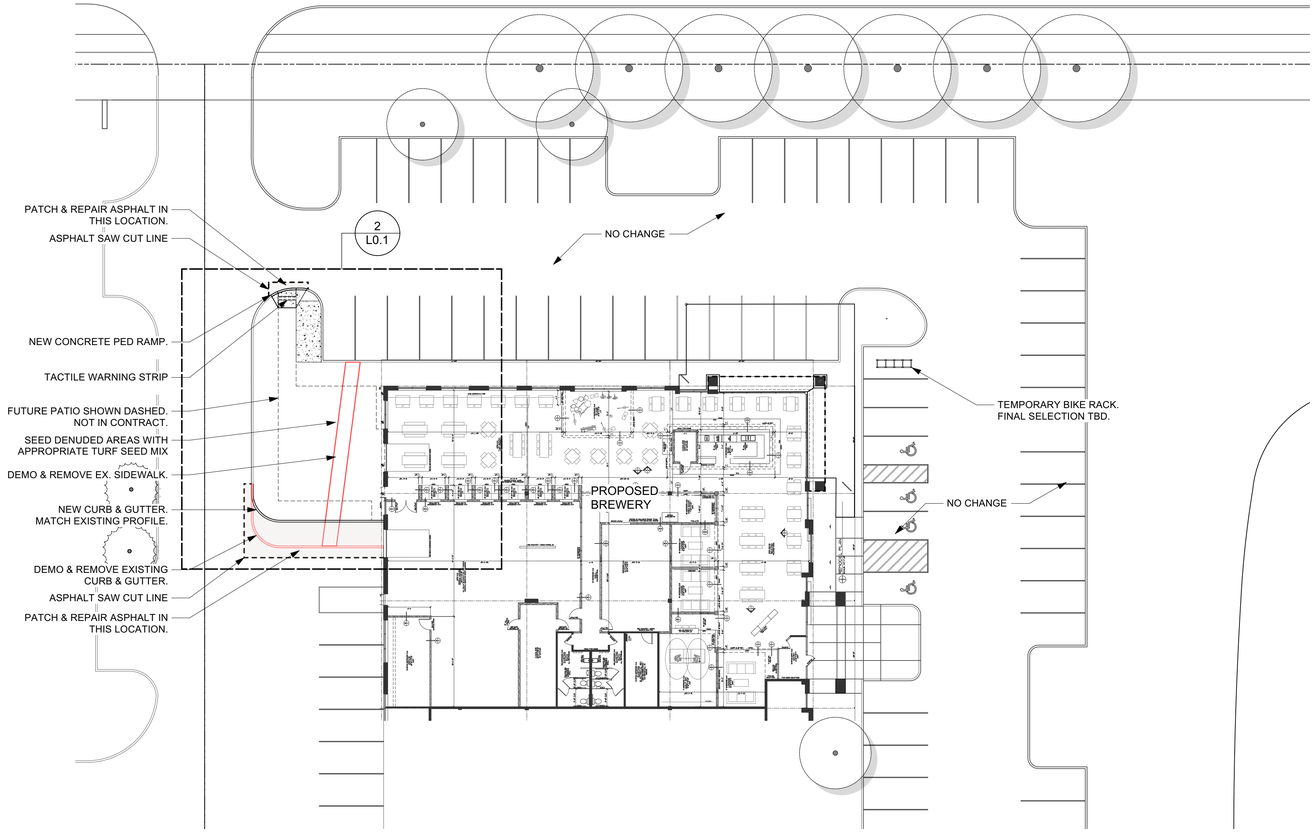
1
1 OF 4

General Notes

1. THE TERM CONTRACTOR REFERS TO ANY GENERAL CONTRACTOR, SUB CONTRACTOR OR PERSON PERFORMING WORK ON THIS JOBSITE.
2. LAYOUT & DIMENSIONS ARE A GUIDE AND SHOULD BE USED FOR GENERAL LAYOUT INFORMATION ONLY. ADJUSTMENTS MAY BE REQUIRED IN THE FIELD. CONTRACTOR TO INFORM LANDSCAPE ARCHITECT OF ANY MAJOR DEVIATIONS FROM PLAN IMMEDIATELY.
3. INSTALL ALL SITE PROTECTION, SAFETY, AND TRAFFIC MEASURES BEFORE COMMENCING CONSTRUCTION. CONSTRUCTION AREA TO BE KEPT IN A NEAT AND ORDERLY FASHION DURING THE COURSE OF WORK. STREET SHALL BE SWEPT DAILY TO REMOVE ANY DEBRIS OR REFUSE.
4. CURB AND GUTTER PROFILE TO MATCH EXISTING. PED RAMP, CURB CUT, AND TACTILE WARNING STRIP SHALL BE INSTALLED ACCORDING TO CITY OF CHANHASSEN STANDARD DETAIL.
5. TEMPORARY BIKE RACK SHALL BE A SINGLE PIECE OF CONSTRUCTION AND HAVE THE ABILITY TO BE REMOVED DURING WINTER SNOW REMOVAL OPERATIONS.
6. ALL TREES TO BE REMOVED SHALL BE DEMOILSHED AND COMPLETELY REMOVED FROM SITE. STUMPS SHALL BE GROUND TO A MINIMUM OF 6" BELOW FINISHED GRADE. REPLACE REMOVED TREES AS NECESSARY AS DIRECTED BY CITY FORESTER.
7. SEED DENUDED AREAS WITH APPROPRIATE TURF GRASS SEED MIX & PENN MULCH. PROVIDE 2" THICKNESS OF FRESH TOPSOIL AS NECESSARY FOR FINISH GRADING IN DENUDED AREAS.
8. CONTRACTOR IS RESPONSIBLE FOR PATCHING AND REPAIRING ANY EXISTING IRRIGATION SYSTEM, INCLUDING RELOCATION OF SPRAY HEADS, MAIN AND SUPPLY LINES, AND DRIP LINES. NEW LOCATIONS OF HEADS SHALL BE MARKED WITH FLAGS AT THE CONCLUSION OF THE PROJECT.
9. TOTAL SF OF DISTURBANCE = 2443 SF

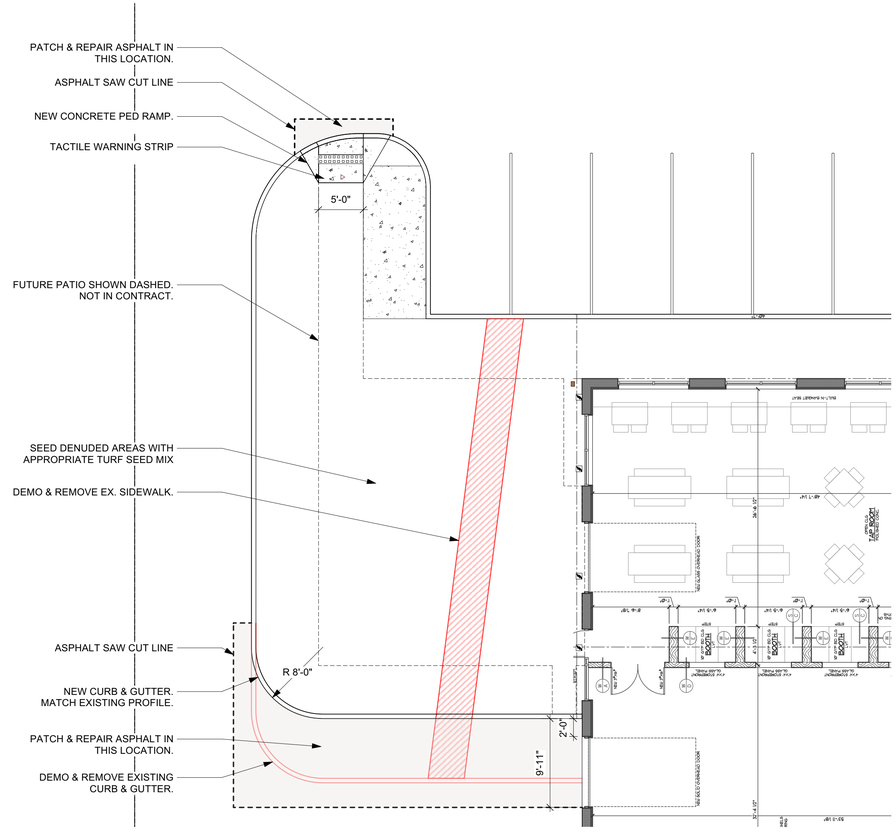
GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336



1 SITE PLAN
Scale: 1" = 20'-0"

0 20 40 60 FT



2 WORK AREA ENLARGEMENT
Scale: 1/8" = 1'-0"

0 8 16 24 FT

HACKAMORE BREWING CO

18671 LAKE DRIVE E CHANHASSEN, MN 55317

This drawing and the information contained herein is the property of Ground One Enterprises (GOE) and its subsidiaries. No portion of this drawing may be reproduced without the express written consent of the management of GOE.

Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. In the event that a third party desires to acquire the copyright, it may be purchased in accordance with the bylaws of GOE at the time of purchase.

Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire said copyright.

© Copyright 2022 Ground One Enterprises LLC, All rights reserved.

I herby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

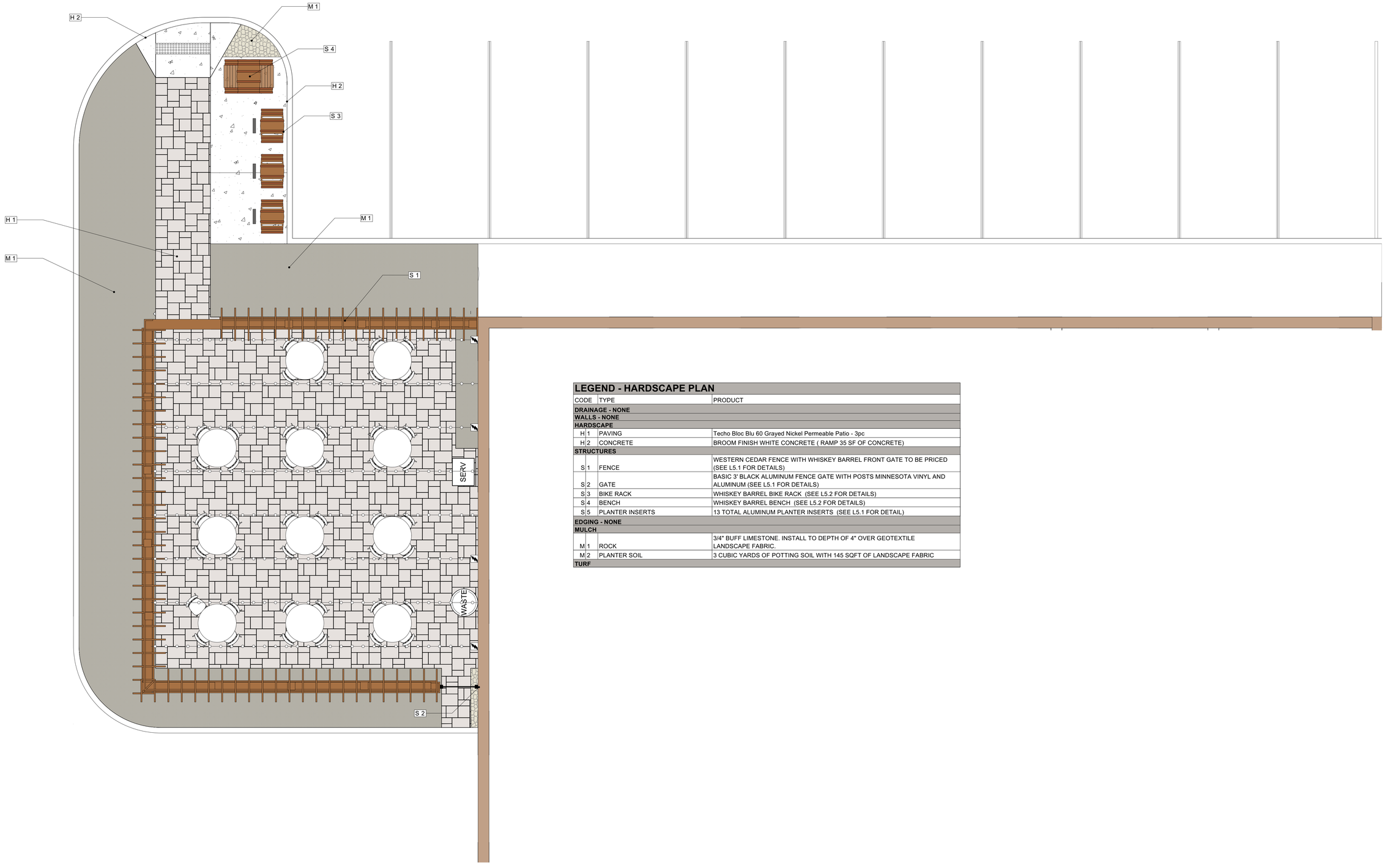
Client Authorization

Existing Conditions & Removals

NAME: DAN NIPSTAD

DATE: 12/1/2022

SHEET NUMBER: L0.1



LEGEND - HARDSCAPE PLAN

CODE	TYPE	PRODUCT
DRAINAGE - NONE		
WALLS - NONE		
HARDSCAPE		
H 1	PAVING	Techo Bloc Blu 60 Grayed Nickel Permeable Patio - 3pc
H 2	CONCRETE	BROOM FINISH WHITE CONCRETE (RAMP 35 SF OF CONCRETE)
STRUCTURES		
S 1	FENCE	WESTERN CEDAR FENCE WITH WHISKEY BARREL FRONT GATE TO BE PRICED (SEE L5.1 FOR DETAILS)
S 2	GATE	BASIC 3' BLACK ALUMINUM FENCE GATE WITH POSTS MINNESOTA VINYL AND ALUMINUM (SEE L5.1 FOR DETAILS)
S 3	BIKE RACK	WHISKEY BARREL BIKE RACK (SEE L5.2 FOR DETAILS)
S 4	BENCH	WHISKEY BARREL BENCH (SEE L5.2 FOR DETAILS)
S 5	PLANTER INSERTS	13 TOTAL ALUMINUM PLANTER INSERTS (SEE L5.1 FOR DETAIL)
EDGING - NONE		
MULCH		
M 1	ROCK	3/4" BUFF LIMESTONE. INSTALL TO DEPTH OF 4" OVER GEOTEXTILE LANDSCAPE FABRIC.
M 2	PLANTER SOIL	3 CUBIC YARDS OF POTTING SOIL WITH 145 SQFT OF LANDSCAPE FABRIC
TURF		

1 Hardscape Plan
Scale: 1/4" = 1'-0"

0 8 16 24 FT

N

GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336

HACKAMORE BREWING CO

18671 LAKE DRIVE E
CHANHASSEN, MN 55317

This drawing and the information contained herein is the property of Ground One Enterprises (GOE) and its subsidiaries. No portion of this drawing may be reproduced without the express written consent of the management of GOE.

Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. In the event that a third party desires to acquire the copyright, it may be purchased in accordance with the bylaws of GOE at the time of purchase.

Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire said copyright.

© Copyright 2022 Ground One Enterprises LLC,
All rights reserved.

I herby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

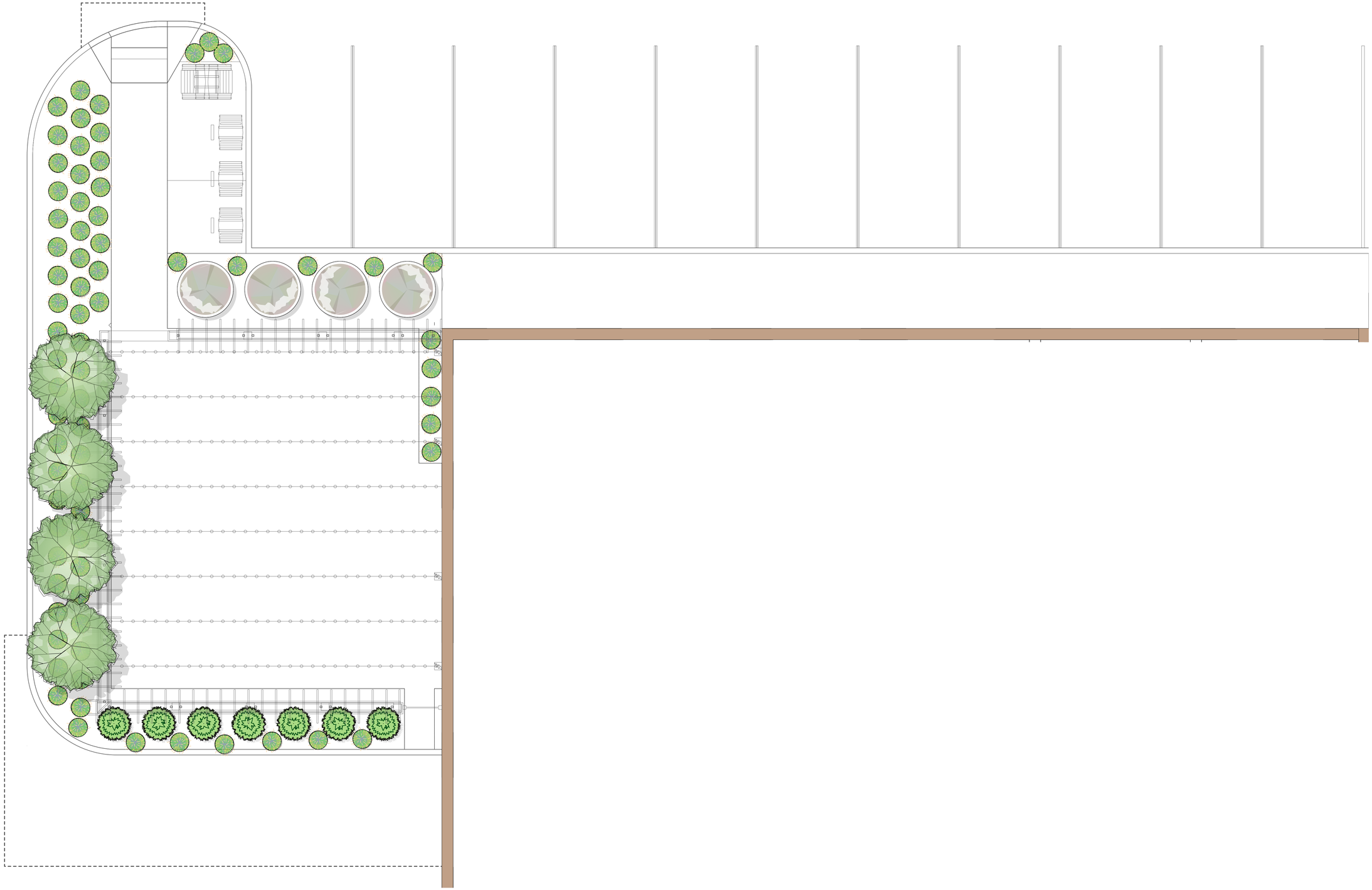
Client Authorization

Hardscape Plan

NAME: DAN NIPSTAD

DATE: 12/1/2022

SHEET NUMBER: L1



1 Softscape Plan
Scale: 1/4" = 1'-0"

0 8 16 24 FT

N

GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336

HACKAMORE
BREWING CO

18671 LAKE DRIVE E
CHANHASSEN, MN 55317

This drawing and the information contained herein is the property of Ground One Enterprises (GOE) and its subsidiaries. No portion of this drawing may be reproduced without the express written consent of the management of GOE.

Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. In the event that a third party desires to acquire the copyright, it may be purchased in accordance with the bylaws of GOE at the time of purchase.

Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire said copyright.

© Copyright 2022 Ground One Enterprises LLC,
All rights reserved.

I herby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

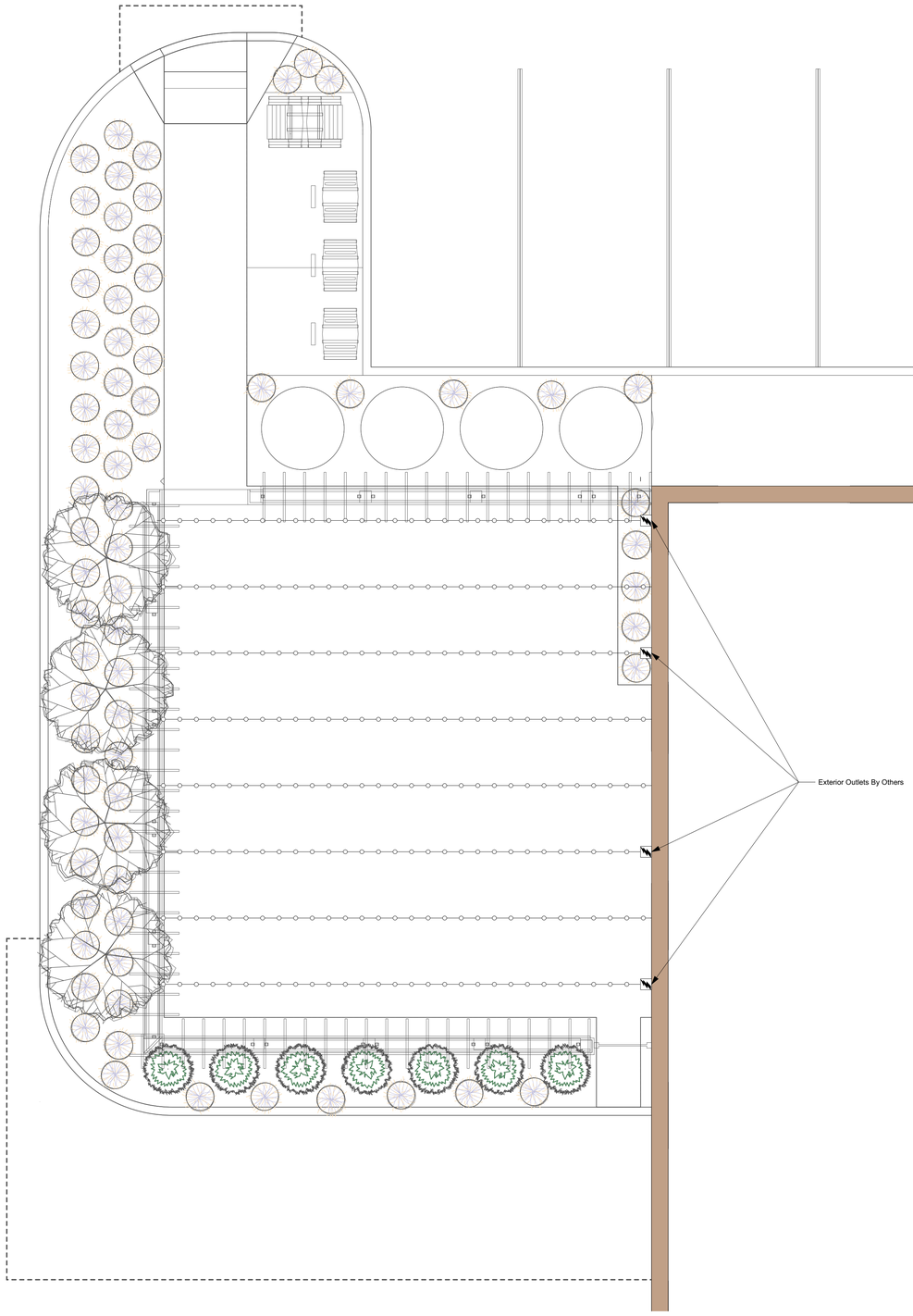
Client Authorization

Softscape Plan

NAME: DAN NIPSTAD

DATE: 12/1/2022

SHEET NUMBER: L2.244



1 Lighting Plan
Scale: 1/4" = 1'-0"

0 8 16 24 FT

N

GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336

HACKAMORE
BREWING CO

18671 LAKE DRIVE E
CHANHASSEN, MN 55317

This drawing and the information contained herein is the property of Ground One Enterprises (GOE) and its subsidiaries. No portion of this drawing may be reproduced without the express written consent of the management of GOE.

Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. In the event that a third party desires to acquire the copyright, it may be purchased in accordance with the bylaws of GOE at the time of purchase.

Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire said copyright.

© Copyright 2022 Ground One Enterprises LLC,
All rights reserved.

I herby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

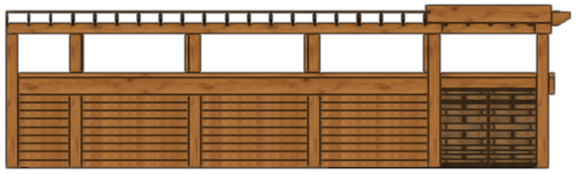
Client Authorization

Lighting Plan

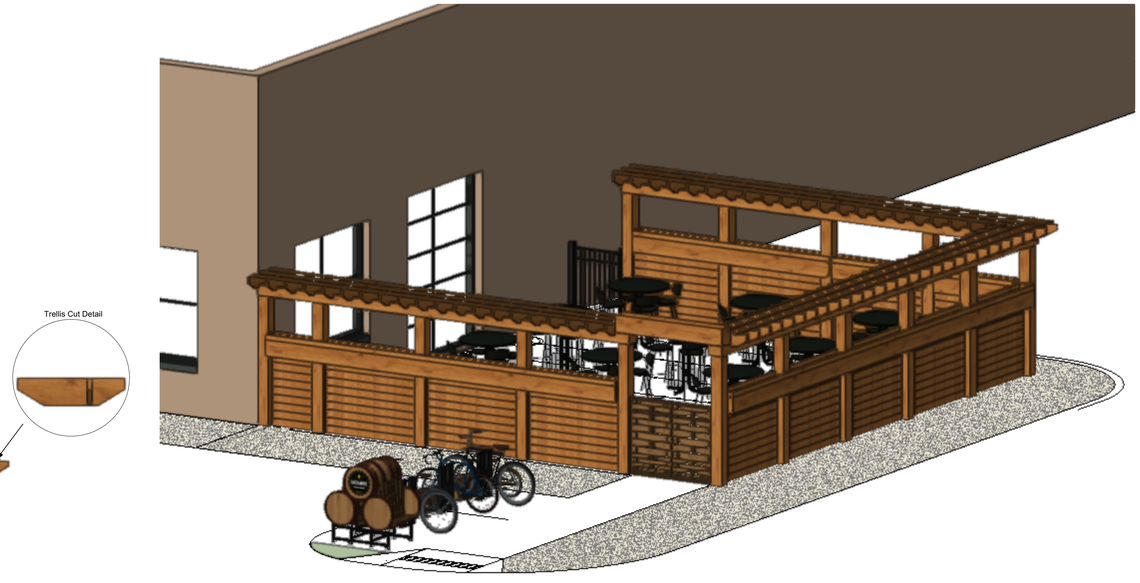
NAME: DAN NIPSTAD

DATE: 12/1/2022

SHEET NUMBER: L3



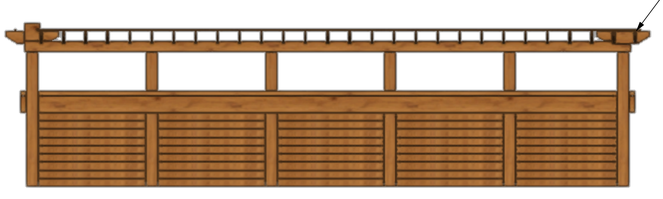
1 Front View
Scale: 1/4" = 1'-0"



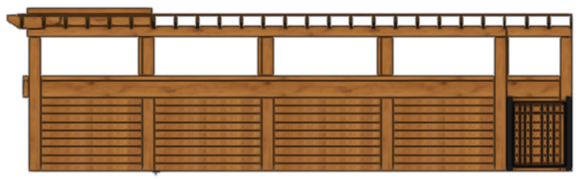
5 Isometric Rendering
Scale: 1/4" = 1'-0"



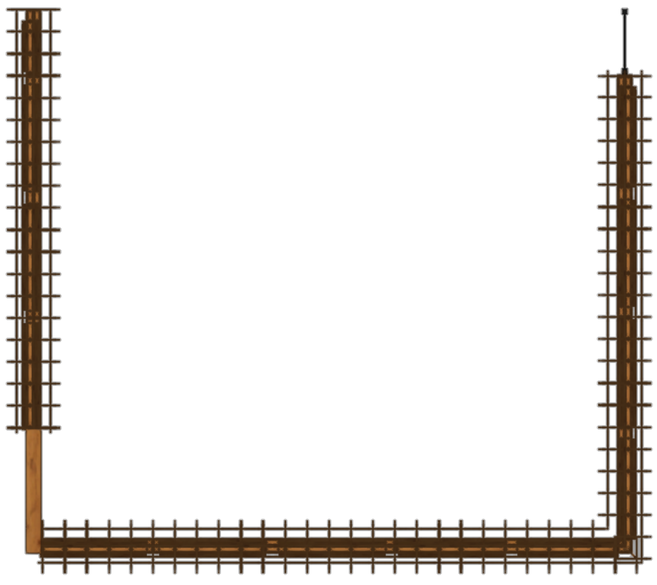
9 Aluminum Gate
Scale: 1" = 1'-0"



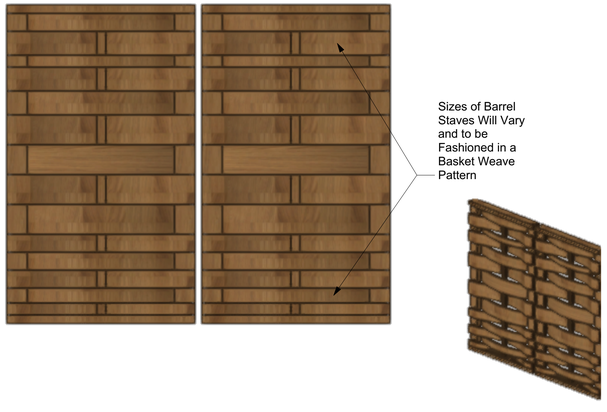
2 Side View
Scale: 1/4" = 1'-0"



3 Back View
Scale: 1/4" = 1'-0"



4 Top View
Scale: 1/4" = 1'-0"



6 Front View
Scale: 1" = 1'-0"





10 Planting Insert Dimensions
Scale: 1" = 1'-0"

GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336

HACKAMORE BREWING CO

18671 LAKE DRIVE E
CHANHASSEN, MN 55317

This drawing and the information contained herein is the property of Ground One Enterprises (GOE) and its subsidiaries. No portion of this drawing may be reproduced without the express written consent of the management of GOE.

Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. In the event that a third party desires to acquire the copyright, it may be purchased in accordance with the bylaws of GOE at the time of purchase.

Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire said copyright.

© Copyright 2022 Ground One Enterprises LLC,
All rights reserved.

I herby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

Client Authorization

Fence Detail

NAME: DAN NIPSTAD

DATE: 12/1/2022

SHEET NUMBER: L5.1



1 Side View
Scale: 1" = 1'-0"



2 Isometric View
Scale: 1" = 1'-0"



5 Top View
Scale: 1" = 1'-0"



3 Front View
Scale: 1" = 1'-0"



4 Back View
Scale: 1" = 1'-0"



6 Front View
Scale: 1" = 1'-0"



7 Side View
Scale: 1" = 1'-0"



8 Isometric Render
Scale: 1" = 1'-0"

GROUNDONE
LANDSCAPE DESIGN + BUILD + MAINTAIN

9649 HUMBOLDT AVENUE S.
BLOOMINGTON, MN 55431
OFFICE: 952.884.3336

HACKAMORE
BREWING CO

18671 LAKE DRIVE E
CHANHASSEN, MN 55317

This drawing and the information contained herein is the property of Ground One Enterprises (GOE) and its subsidiaries. No portion of this drawing may be reproduced without the express written consent of the management of GOE.

Use of this plan without written permission is a violation of copyright law and may result in legal prosecution of any and all parties involved. In the event that a third party desires to acquire the copyright, it may be purchased in accordance with the bylaws of GOE at the time of purchase.

Clients may use this plan and all information contained herein in accordance with their written design agreement. No professional landscape company may use this plan without first obtaining the copyright from GOE in accordance with the bylaws at the time of seeking to acquire said copyright.

© Copyright 2022 Ground One Enterprises LLC,
All rights reserved.

I herby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a certified landscape professional by the Minnesota Nursery and Landscape Association or a duly Licensed Landscape Architect under the laws of the state of Minnesota.

Client Authorization

Barrel Seat and Bike Rack Detail

NAME: DAN NIPSTAD

DATE: 12/1/2022

SHEET NUMBER: L5.2

CITY OF CHANHASSEN

AFFIDAVIT OF MAILING NOTICE

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

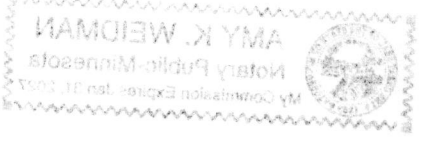
I, Jenny Potter, being first duly sworn, on oath deposes that she is and was on **May 28, 2026**, the duly qualified and acting Deputy Clerk of the City of Chanhassen, Minnesota; that on said date she caused to be mailed a copy of the attached notice **for an off-sale brew pub and on-sale intoxicating liquor license to Savage Tap Inc., DBA Lake Drive Tap, located at 16851 Lake Drive East,** to the persons named on attached Exhibit "A", by enclosing a copy of said notice in an envelope addressed to such owner, and depositing the envelopes addressed to all such owners in the United States mail with postage fully prepaid thereon; that the names and addresses of such owners were those appearing as such by the records of the County Treasurer, Carver County, Minnesota, and by other appropriate records.

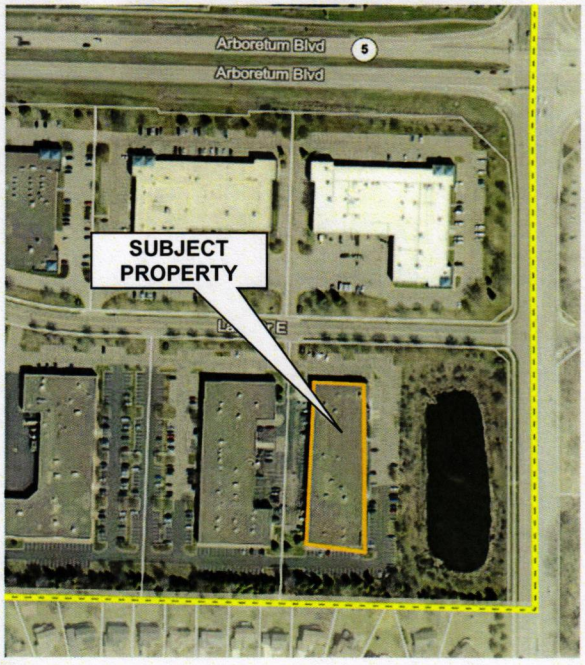
Jenny Potter, City Clerk

Subscribed and sworn to before me
this 28th day of May 2026.

Notary Public

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


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



Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 952-227-1107. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

«TAX_NAME»
«TAX_ADD_L1»
«TAX_ADD_L2»



Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 952-227-1107. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

«Next Record»«TAX_NAME»
«TAX_ADD_L1»
«TAX_ADD_L2»

Tax name	Tax add l1	Tax add l2
SIAVOSH RAHIMI/ROCHELLE ORR	18316 CROIXWOOD LA	EDEN PRAIRIE MN 55347
LISA KROHN	18296 CASCADE DR	EDEN PRAIRIE MN 55347
KRIS A WENZEL	18292 CASCADE DR	EDEN PRAIRIE MN 55347
SYLVIA INGEBORG ELFTMANN	18266 CASCADE DR	EDEN PRAIRIE MN 55347
CORY & CHRISTINA GUZMAN	18311 CROIXWOOD LA	EDEN PRAIRIE MN 55347
JOSEPH K KRETCHMAN-GRANDE	8060 CRESCENT CT	EDEN PRAIRIE MN 55347
SUSAN M PLOETZ	8055 LONG MEADOW POINTE	EDEN PRAIRIE MN 55347
LUIS & CAROLYN J PEREZ	18634 WYNNFIELD RD	EDEN PRAIRIE MN 55347
PATRICK J SHEEN	18675 WYNNFIELD RD	EDEN PRAIRIE MN 55347
LAWRENCE & MARIANNE SANDERS	18699 WYNNFIELD RD	EDEN PRAIRE MN 55347
DAVID GARRISON GOEHL-MANOLIS	8022 SPRUCE TR	EDEN PRAIRIE MN 55347
KRAIG D & LYNN M BROSE	8019 SPRUCE TR	EDEN PRAIRIE MN 55347
MATTHEW S SCHOENECK	18344 CROIXWOOD LA	EDEN PRAIRIE MN 55347
THOMAS J DECK	18290 CASCADE DR	EDEN PRAIRIE MN 55347
THOMAS A WELSH	8077 CRESCENT CT	EDEN PRAIRIE MN 55347
NICOLA DELL5 LP	1600 UTICA AVE S STE 300	ST LOUIS PARK MN 55416
ANDRES DIAZ MICHAUS	18528 WYNNFIELD RD	EDEN PRAIRIE MN 55347
ERIK K & KAYLA M KUVAAS	18556 WYNNFIELD RD	EDEN PRAIRIE MN 55347
YULONG CHEN	18612 WYNFIELD RD	EDEN PRAIRIE MN 55347
REID A JAEGER	8074 LONG MEADOW POINTE	EDEN PRAIRIE MN 55347
M & E FLOM	18656 WYNNFIELD RD	EDEN PRAIRIE MN 55347
SCOTT F & JEANNE A KNUTSON	18744 WYNNFIELD RD	EDEN PRAIRIE MN 55347
KYLE RUDE & ERICKA RUDE	8034 SPRUCE TR	EDEN PRAIRIE MN 55347
ALEXANDER GOMELSKY	8031 SPRUCE TR	EDEN PRAIRIE MN 55347
TERESA & BRAD BRUBAKER	18372 CROIXWOOD LN	EDEN PRAIRIE MN 55347
BENJAMIN ALLEN DION	18322 CASCADE DR	EDEN PRAIRIE MN 55347
ANDREI FILIMONOVA	71B FALL RIVER ROAD	GRAND MARAIS MN 55604
LOREN BLAKE POOL	18258 CASCADE DR	EDEN PRAIRIE MN 55347
TALL TIMBERS INVESTMENTS LLC	7808 CREEKRIDGE CIR #310	BLOOMINGTON MN 55439
NICOLA DELL5 C LP	1600 UTICA AVE S STE 300	ST LOUIS PARK MN 55416
AMIT & POOJA BARTAKE	17346 78TH AVE N	MAPLE GROVE MN 55311
MARK C KENNEDY	8006 HEMLOCK CIR	EDEN PRAIRIE MN 55347
SHARI ANN CHENG/BONGJOON LEE	18500 WYNNFIELD RD	EDEN PRAIRIE MN 55347
MARY JO BURGDORF	18584 WYNNFIELD RD	EDEN PRAIRIE MN 55347
AYESHA M & MORGAN A DAWLEY	8071 LONG MEADOW POINTE	EDEN PRAIRIE MN 55347
PHILLIP G & PATRICIA R ERNST	8106 LONG MEADOW POINTE	EDEN PRAIRIE MN 55347
REBECCA ANN EARL	8090 LONG MEADOW POINTE	EDEN PRAIRIE MN 55347
JEFFREY C & WENDY J OLSON	18678 WYNNFIELD RD	EDEN PRAIRIE MN 55347
D L BACHICHA & J J BACHICHA	18700 WYNNFIELD RD	EDEN PRAIRIE MN 55347
TIMM L & SALLY J ADAMS	8010 SPRUCE TR	EDEN PRAIRIE MN 55347
WAN-CHONG KUNG/R H DEBUQUE	8046 SPRUCE TR	EDEN PRAIRE MN 55347
LISA-MARIE ROUSSEAU	8007 SPRUCE TR	EDEN PRAIRIE MN 55347
THOMAS N GOLDSTEIN	8043 SPRUCE TR	EDEN PRAIRIE MN 55347

LEIGH HART & TAMMY HART	18288 CROIXWOOD LA	EDEN PRAIRIE MN 55347
CYNTHIA R BABCOCK	18320 CASCADE DR	EDEN PRAIRIE MN 55347
MARIA E HERNANDEZ	18294 CASCADE DR	EDEN PRAIRIE MN 55347
CHRISTA WAGNER	18264 CASCADE DR	EDEN PRAIRIE MN 55347
CAROLYN LEE BEVAN	18260 CASCADE DR	EDEN PRAIRIE MN 55347
THEODORE B BRIDENSTINE	18256 CASCADE DR	EDEN PRAIRIE MN 55347
PVMA - GOLDEN VALLEY LLC	6500 HWY 55	GOLDEN VALLEY MN 55427
CARL A & SHARON L BORINE	18285 CROIXWOOD LA	EDEN PRAIRIE MN 55347
BRADLEY DODDS	8084 CRESCENT CT	EDEN PRAIRIE MN 55347
MARK G MAHONEY	8072 CRESCENT CT	EDEN PRAIRIE MN 55347
LISA K LORENZ	8015 HEMLOCK CIR	EDEN PRAIRIE MN 55347
RICHARD F HANDY	8009 HEMLOCK CIRCLE	EDEN PRAIRIE MN 55347
STEVEN MARK OSLER	8058 LONG MEADOW POINTE	EDEN PRAIRIE MN 55347
PHILIP J & REBECCA L BECKER	18722 WYNNFIELD RD	EDEN PRAIRIE MN 55347
GABRIEL L ALCOCER RODRRIGUEZ	18723 WYNNFIELD RD	EDEN PRAIRIE MN 55347

City Council Item

June 8, 2026

Item	2026 Economic Development Activity Report, First Quarter	
File No.		**Item No:** L.1
Agenda Section	**CORRESPONDENCE DISCUSSION**	
Prepared By	Sam DiMaggio, Economic Development Manager	
Reviewed By		

SUGGESTED ACTION

N/A

Motion Type	N/A
Strategic Priority	Development & Redevelopment

SUMMARY

Staff has compiled the First Quarter Report, providing a summary of the Economic Development Department's activities and business-related insights.

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

2026 Economic Development Activity Report, First Quarter

ECONOMIC DEVELOPMENT
Quarterly Report
2026 – 1st Quarter

SUMMARY OF FORMAL AND INFORMAL BUSINESS VISITS	
Q1	During first-quarter business visits, several common themes emerged among local businesses regarding operations, customer engagement, and business growth opportunities. Many businesses continue to experience increased operating costs, particularly those that rely on imported products or specialized materials that may not be readily available domestically. Business owners shared that changing market conditions and supply chain factors continue to influence pricing, inventory management, and long-term planning. Community awareness and marketing also remain important topics for local businesses. Several owners noted that residents are not always aware when businesses open, change ownership, relocate, or continue operating within the community. Businesses frequently expressed interest in additional guidance and resources related to promotion, community engagement, event marketing, and strengthening local visibility. Business owners also shared feedback regarding City processes and administrative requirements. While entrepreneurs are highly experienced within their respective industries, permitting, licensing, and application procedures can sometimes be unfamiliar or difficult to navigate. Continued communication and support throughout these processes remain important to helping businesses move projects forward efficiently and confidently. Entrepreneurs interested in purchasing existing businesses or expanding within the community continue to face challenges related to limited commercial space and complex lease negotiations. In some cases, prospective buyers have withdrawn from opportunities due to site or lease-related concerns. Existing businesses seeking to expand through the acquisition of land or retail space also noted that accessible and suitable options remain limited. While the City does not intervene in private real estate or lease agreements, staff remain committed to connecting businesses with available resources, providing guidance where appropriate, and supporting a positive business environment within the community.

BUSINESS ENGAGEMENTS (In-Person Meetings)	
Q1	Driven Coffee, Grandma Talle Center at MacPhail Chanhassen, Hackamore Brewing Company, Kiddie Academy, Positive Presence Global, Hope House, Waabigwan Mashkiki, Headwaters Development, Eden Springs, West One Development, Eden Trace, Nicolet National Bank, Hansen Home Tech, and Dandy Lion Coffee Roasters.

NEW CHANHASSEN BUSINESSES	
Safety Rail (1000 Park Road)	MODO Flooring (406 W 78th Street)

ECONOMIC DEVELOPMENT Quarterly Report

2026 – 1st Quarter

ENGAGEMENT BY STAKEHOLDER GROUP	Q1	Q2	Q3	Q4	TOTAL YTD
Businesses	8				**8**
Non-Profits	1				**1**
Entrepreneurs	2				**2**
Brokers/Developers	3				**3**
TOTAL STAKEHOLDER MEETINGS	**14**				**14**

REQUESTED ASSISTANCE (via email or in-person meeting)	Q1	Q2	Q3	Q4	TOTAL YTD
Business Planning Assistance	3				
Buy/Sell Business	6				
Funding (Grants, TIF, etc.)	4				
Marketing and Sales	10				
Mentoring	19				
Property Development	26				
Regulatory Compliance	3				
Site Location Assistance	20				
Start-up Assistance	23				
Strategic Planning Assistance	14				
TOTAL	**128**				

BUSINESS FEATURED IN THE *LOCAL* VIDEO SERIES	
Q1	Hackamore Brewing (Zac Gleason) and Grandma Talle Center at MacPhail (Ken & Janet Talle and Paul Babcock)

City Council Item

June 8, 2026

Item	4th of July Parade Update	
File No.		**Item No:** L.2
Agenda Section	**CORRESPONDENCE DISCUSSION**	
Prepared By	Priya Wall, Recreation Manager	
Reviewed By		

SUGGESTED ACTION

N/A

Motion Type	N/A
Strategic Priority	N/A

SUMMARY

The annual Fourth of July Parade will take place on Saturday, July 4 at 2:30 p.m. in downtown Chanhassen.

The one-mile route begins at the intersection of Saddlebrook Curve and Kerber Blvd. The parade will travel south on Kerber Blvd., turn east on West 78th St., and end at the intersection of West 78th St. and Great Plains Blvd., near the entrance to Chapel Hill Academy. The route is a near-replica of the 2025 parade route, with the adjustment of ending at West 78th and Great Plains instead of Great Plains and Market St. Parade float staging will occur exclusively on Kerber Blvd., with minor adjustments from 2025.

This year's route was determined in collaboration with the Rotary Club of Chanhassen, City Parks & Recreation, Fire, Public Works, and Engineering Departments, and the Carver County Sheriff's Office, with hopes of optimizing public safety while maintaining a high-quality spectator experience. Feedback from the local business community was also considered.

This is an informational item only; no action is required.

BACKGROUND

The city and the Rotary Club of Chanhassen partner to produce the annual Fourth of July parade, with the city providing traffic control, public safety management and overall event management. The Rotary Club manages logistics, coordinates with parade entrants, and manages staging and flow during the parade.

The parade was added to the Fourth of July Celebration in 1996. With minor adjustments, the parade route remained consistent from 1996-2023.

In 2024, prompted by road projects and traffic safety concerns along the historical parade route, a new route was developed for the parade. The three-quarter mile route began at the intersection of Kerber Blvd and Santa Vera Drive. The parade was to travel south on Kerber Blvd., turn east on West 78th St., and end on Market St., past the entrance to the Chanhassen Dinner Theatre. The parade was to reverse and travel in the opposite direction from the traditional route.

The primary reason the 2024 parade route was adjusted is that City Pavement Rehabilitation Project construction was occurring along the traditional route and staging area (Chan View Drive, Iroquois Circle, West 76th St., and Huron Ave.), making it impossible to run the parade along its traditional route. A secondary reason was that increased popularity of Fourth of July Celebration events has created increased vehicle & pedestrian traffic downtown, spurring a desire to consider alternate routes that could optimize public safety during the parade.

Due to severe weather during the parade staging and parade time, the 2024 parade was canceled. This is the only time the parade has been canceled in its 28-year history.

With a new route being necessary in 2024, the intention was to use the year as a "trial" to see if the newly developed route could be successful moving forward. Depending on its success, it would either become the new parade route, undergo adjustments, or the parade would revert back to the traditional route. With the cancellation of the 2024 parade due to severe weather, the opportunity to "trial" the new route was lost.

The 2025 parade route was a near-replica of the proposed 2024 route. It maintained the L-shaped route that was a focus in 2024, which provided an easier entrance/exit to the downtown area for resident and emergency vehicles before, during and after the parade. Prompted by the desire for a longer route with more viewing areas for spectators, the 2025 route added an additional quarter-mile to the 2024 route. The 2025 route length was 1 mile, which was consistent with comparable parades in the Twin Cities area.

2025 length: 1.00 mile
2024 length: 0.75 mile
2023 length: 1.50 mile

After the 2025 parade, the new route was to be evaluated and reviewed. Depending on its success, the 4th of July Parade route for 2026 and moving forward would remain the same as the 2025 route, be adjusted, or would revert back to the 2023/traditional route.

DISCUSSION

On evaluating and reviewing the 2025 parade route between city, county, and Rotary Club representatives, it was determined that the route was a success, and it would be used annually moving forward. The route optimizes public safety, improves downtown access for emergency response vehicles and parade attendees and provides sufficient viewing opportunities. One adjustment was made to improve traffic control, access, and safety, with 2026's parade ending at West 78th and Great Plains instead of Great Plains and Market St. Parade float staging will again occur exclusively on Kerber Blvd, with minor adjustments from 2025.

Notification letters and parade maps will be sent to all residential and commercial property owners along the parade route on June 15, 2026. Letters will also be sent to property owners along the former 2024 route and former 2023/traditional route, to notify them of the change moving forward. Notification of the route will also be done via digital and print media, on the city website and via city social media accounts.

BUDGET

RECOMMENDATION

ATTACHMENTS

2026 Parade Application
2026 Route Map
Route Maps 2025-2023
Parade Notification Letters
May 12, 2025 City Council Parade Update
May 13, 2024 City Council Parade Update

CITY OF CHANHASSEN

TEMPORARY EVENT PERMIT APPLICATION FORM

SECTION ONE: EVENT TYPE

Seasonal Sales ($50)	**Temporary Outdoor Event** ($50)	✓ **Special Event** ($100) ✓ **Race Addendum** (+$50)

Seasonal Sales and **Temporary Outdoor Event Permits** must be submitted at least **10 days** prior to the event.
Special Event Permits must be submitted at least **60 days** prior to the event.

SECTION TWO: APPLICANT INFORMATION

Producing Business/ Organization Name: Rotary Club of Chanhassen

Address: PO Box 781 Chanhassen MN 55317
(Street, City, State, & Zip)

Applicant Contact:

Name: Melissa Hansen Phone:

Title: Chanhassen Rotary Club Secretary Cell: 612-388-4139

Email: melissahansenmn@gmail.com

On-Site Contact:

Name: Connie Schibilla Phone:

Title: Chan Rotary Parade Co-Chair Cell: 612-619-3112

Email: schibillagroupservices@yahoo.com

Business/Organization Website: ChanhassenRotary.org

SECTION THREE: PROPERTY OWNER INFORMATION

Address: 7700 Market Blvd Chanhassen, MN 55317
(Street, City, State, & Zip)

Name: City of Chanhassen Phone: 952-227-1100

Title: Cell:

Email:

TEMPORARY EVENT PERMIT APPLICATION FORM

SECTION FOUR: EVENT INFORMATION

Event Title: Rotary Club of Chanhassen 4th of July Parade

Event Subtype:

Concert | *Festival* | *Race/Walk (complete and attach race addendum form)* | *Christmas Trees*

Temporary food & beverage sales | *Sidewalk sales* | *Promotional event* | *Seasonal produce*

✓ *Other:* Parade

Event Location: Kerber Blvd -- W 78th Street -- Great Plains Blvd -- Market Square
(Street, City, State, & Zip)

Event Date(s): July 4, 2026 **Event Time(s):** 2:30-4:30 PM

Event Description: 4th of July Parade

Provisions for parking and security: Partnering with SW Transit and City of Chanhassen

Number participants/attendees: 70 **Number of Employees/Workers:** 100+ city/county/vo

Will there be sound amplification equipment? ✓ Yes | No *If yes, attach additional permit.*

Will there be signage at the event? ✓ Yes | No *If yes, attach additional permit.*

Will merchandise be sold at the event? Yes | ✓ No *If yes, please describe:* _____

Narrative Required: *(only for Special Event Permit)*

Please provide a narrative including the following information:

- Description of event
- Parking arrangements
- Security
- Potential impact on public safety, traffic, and other services including proposed mitigation strategy

Each year on July 4, the Rotary Club of Chanhassen partners with the City of Chanhassen to host the annual Independence Day Parade, a longstanding community tradition celebrating our nation's freedom. The parade features local dignitaries, elected officials, school groups, marching bands, community organizations, service clubs, businesses, and specialty units. A historic military flyover along the parade route serves as a highlight of the event. The parade attracts thousands of spectators from Chanhassen and surrounding communities and is part of a larger multi-day Independence Day celebration.

Parking for viewers is coordinated with the City, local leasing agents and businesses. Security is contracted thru and provided by Carver County Sheriffs office. The City along with the Rotary Club of Chanhassen work hand in hand to provide a safe enjoyable experience for all who attend. The City's Emergency Management Team coordinates crowd safety protocol with Rotary members and volunteers to keep children at a safe distance from moving vehicles, making use of barricades, signage and safety cones to indicate NO Parking and Pedestrian crossing zones.

TEMPORARY EVENT PERMIT APPLICATION FORM

SECTION FOUR: EVENT INFORMATION (CONTINUED)

Map Required:

Maps are required for the overall event layout as well as any separately fenced areas such as beer/wine gardens or contained areas as part of a parade/march route.

As a general rule, maps **must** include the following:

- » Surrounding street names
- » Directional arrows
- » Twenty foot (20') fire lanes
- » Fencing/Barriers
- » Street closure points
- » Barricades
- » Bleachers
- » Booths
- » Generators
- » Canopies/Tents
- » Cooking Areas
- » Generators
- » Vehicles
- » Beer gardens
- » Number and dimension of entrances/exits
- » Start/Finish lines
- » Routes with directional arrows
- » Fire extinguisher locations
- » Safety and First Aid stations
- » Parking areas
- » Special lighting
- » Trash/Recycling containers

Equipment/Set-Up

Select all that apply *(show all equipment on your attached map).*

Staging/Scaffolding | Lighting | ✓ Statues or structures | ✓ Portable restrooms

✓ Signage # *(include size and location on map)* check in direction

Tents/Canopies # *(include size and location on map)* 1 10x10 at Kerbe

Tent Size(s): 1@10x10

Please list the outside companies/vendors that you are using for any of the checked boxes above. A complete list of vendors must be submitted prior to your event.

Insurance Required:

Proof of liability insurance must be provided at city discretion.

SECTION FIVE: FOOD

Will food be served at the event? Yes | No *If no, skip to next section.*

Will food be prepared off-site but served on-site? Yes | No

Will food be prepared on-site? Yes | No

Will food be grilled on-site? Yes | No *If yes, select one:* Charcoal | LP Gas*

**Size of LP gas tank:* _____ .lbs

Will any of the following appliances be used? *(Check all that apply)*

Gas griddle (flat top) | Deep fat fryer | ✓ Warming oven | Corn roaster

Other: _____

NOTE: If using any of the cooking methods listed above other than warming ovens, Chanhassen Fire Department Policy #50-2005 Temporary Assemblies and Tents **must be followed**.

TEMPORARY EVENT PERMIT APPLICATION FORM

SECTION SIX: ALCOHOL

The sale and service of alcoholic beverages are subject to City of Chanhassen regulations, licensing, and permit requirements.

Will alcohol be served at the event? Yes | ✓ No

Is a non-profit organization providing the alcohol services? Yes | No

If yes, indicate the name of the non-profit organization: _____

If no, indicate the name of the caterer: _____

NOTE: Alcohol can only be provided and served by a restaurant holding an on-sale intoxicating liquor license issued by any municipality that also holds a caterer's permit (MN Statute 340A.404, Subd. 12).

SECTION SEVEN: NOTICE AND SIGNATURE

I have familiarized myself with the Chanhassen City Code Chapter 20-964 and subsequent ordinance amendments pertaining thereto, and will abide by the provisions contained therein.

I declare that the information I have provided on this application is truthful and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Chanhassen to investigate and make whatever inquiries are necessary to verify the information provided.

Applicant:

>> Signature: Hansen, Melissa Digitally signed by Hansen, Melissa Date: 2026.05.29 19:22:53 -05'00' Date: 5/29/2026

Property Owner:

>> Signature: Priya Wall Digitally signed by Priya Wall Date: 2026.06.02 08:43:06 -05'00' Date: 6/02/2026

Complete and submit this from and any supplemental documents online on the city's BS&A portal.

A guide is available to help you with the submission process.

Payment will be requested after permit review and approval.

CITY OF CHANHASSEN

TEMPORARY EVENT PERMIT APPLICATION: RACE ADDENDUM - $50.00

SECTION ONE: RACE INFORMATION

Name of Race: 4th of July Parade

Date of Race 7/04/2026 Anticipated Start Time: 2:30pm Anticipated End Time: 4:30pm

Race Location:

Street Address:

Starting Point: Saddlebrook Curve and Kerber Blvd.

Ending Point: West 78th St. and Great Plains Blvd.

ATTACH MAP SHOWING ROUTE

SECTION TWO: APPLICANT INFORMATION

Sponsoring/Producing Organization Name: Melissa Hansen

Mailing Address: PO Box 781 Chanhassen MN 55317
(Street, City, State, & Zip)

Organization Website: ChanhassenRotary.org

Applicant Contact:

Name: Melissa Hansen

Phone: Cell: 612-388-4139

Email: melissahansenmn@gmail.com Title: Chanhassen Rotary Club Secretary

Race Chairman:

Name: Connie Schibilla

Phone: Cell: 612-619-3112

Email: schibillagroupservices@yahoo.com Title: Chanhassen Rotary Parade Co-Chair

TEMPORARY EVENT PERMIT APPLICATION: RACE ADDENDUM

SECTION THREE: RACE DETAILS

Number of People Participating: 10,000+ Number of Units in Race: 70-90

Space Between Units: 50 ft. Race Assembly Time: 12:30pm

Race Assembly Area: Kerber Blvd. between Saddlebrook Pass and Saddlebrook Curve

How much of the street will the race use?

Trails/Sidewalks | One Lane | Two Lanes | Full Width | ✓ Full Width & Trails/sidewalk

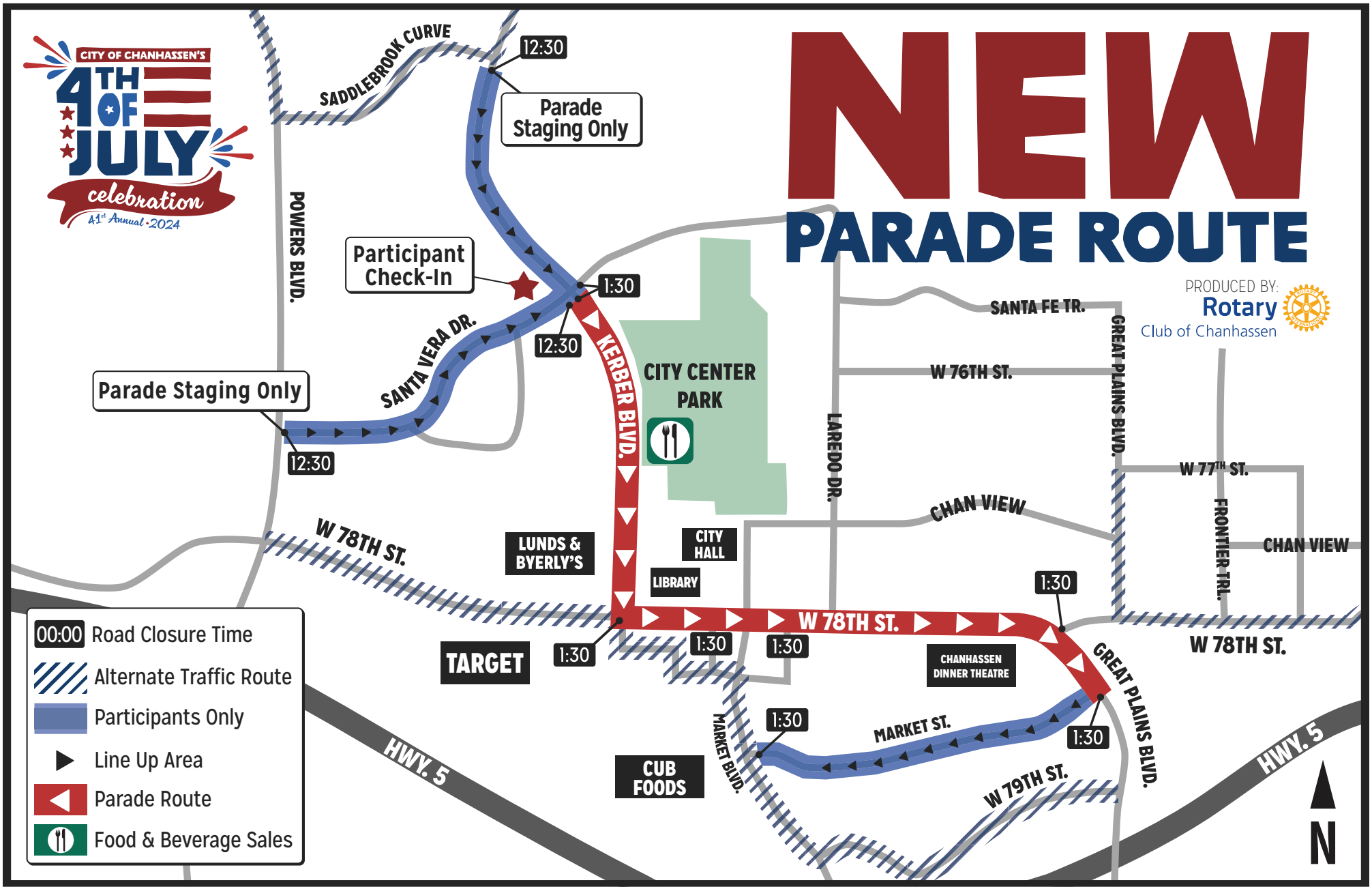
Traffic Management Plan:

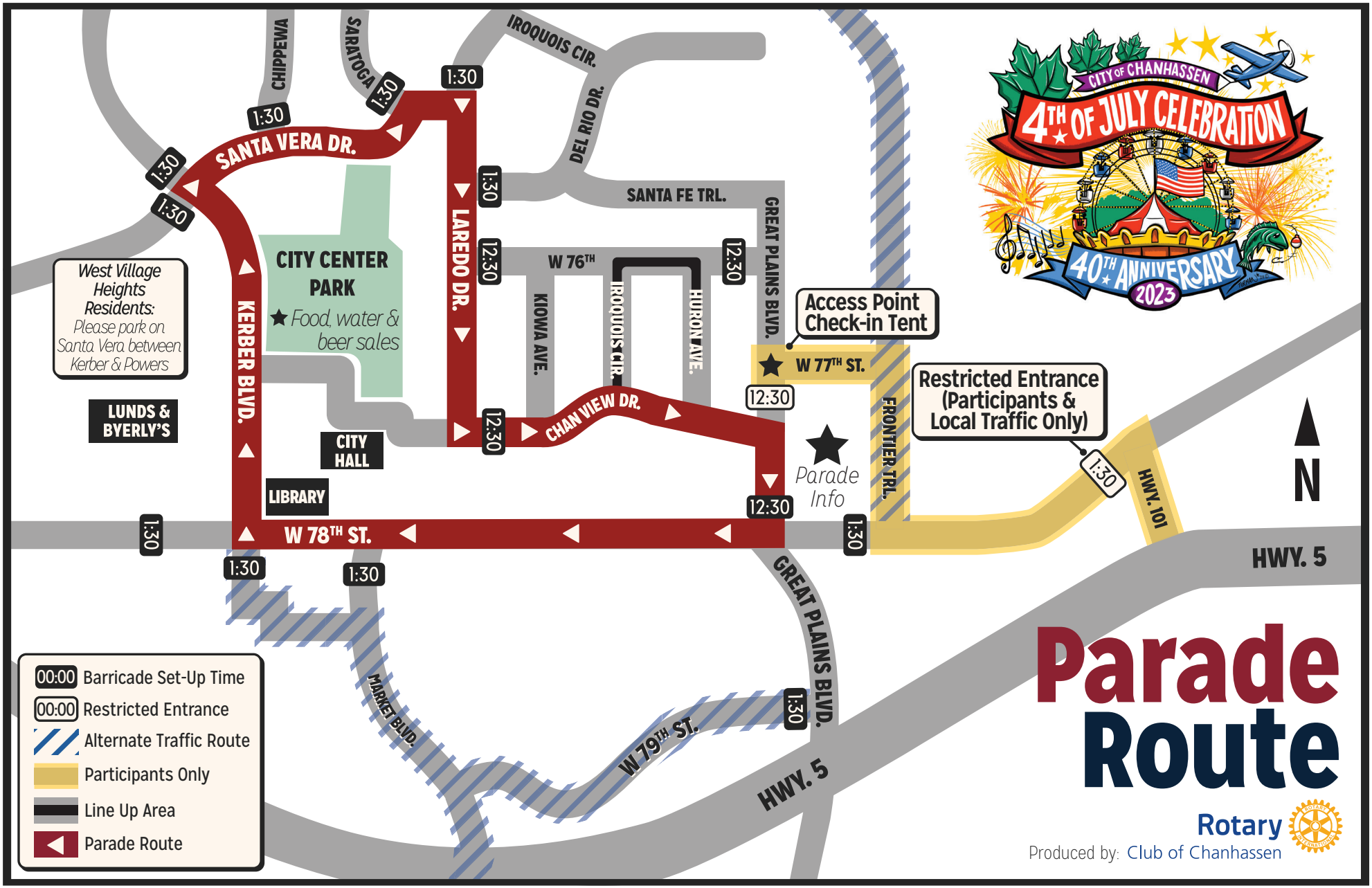
(Attach additional document if necessary)

Coordinating with the City of Chanhassen.


CITY OF CHANHASSEN'S 43RD ANNUAL
2026
4th of July
CELEBRATION
AMERICA'S 250TH
KERBER BLVD.
PONTIAC LANE
BELMONT LANE
MEADOW GREEN PARK
BIGHORN DRIVE
ROAD CLOSED AT 1:30
Participant Check-In
SADDLEBROOK PASS
SADDLEBROOK TRAIL
SIERRA TRAIL
ROAD CLOSED AT 12:30
Parade Staging Only
SADDLEBROOK CURVE
ROAD CLOSED AT 1:30
FRONTIER TRL.
N
PARADE PRODUCED BY:
Rotary
Club of Chanhassen
POWERS BLVD.
ROAD CLOSED AT 1:30
ROAD CLOSED AT 1:30
SANTA FE TR.
GREAT PLAINS BLVD.
W 76TH ST.
CITY CENTER PARK
KERBER BLVD.
SANTA VERA DRIVE
LAREDO DR.
CHAN VIEW
W 77TH ST.
W 78TH ST.
LUNDS & BYERLY'S
LIBRARY
CITY HALL
ROAD CLOSED AT 1:30
ROAD CLOSED AT 1:30
W 78TH ST.
W 78TH ST.
HWY. 5
TARGET
ROAD CLOSED AT 1:30
ROAD CLOSED AT 1:30
CHANHASSEN DINNER THEATRE
GREAT PLAINS BLVD.
MARKET ST.
ROAD CLOSED AT 1:30
CUB FOODS
MARKET BLVD.
W 79TH ST.
HWY. 5
KEY:
00:00 Road Closure Time
Alternate Traffic Route
Participants Only
Line Up Area
Parade Route
PARADE ROUTE
2:30 PM ON SATURDAY, JULY 4


Parade Staging Only
Participant Check-In
PONTIAC LANE
BELMONT LANE
12:30
MEADOW GREEN PARK
BUCKINGWOOD COURT
BIGHORN DRIVE
12:30
SADDLEBROOK TRAIL
SIERRA TRAIL
12:30
SADDLEBROOK CURVE
Parade Staging Only
N
City of Chanhassen's 42nd Annual
4TH OF JULY
Celebration
PARADE PRODUCED BY:
Rotary
Club of Chanhassen
POWERS BLVD.
1:30
1:30
SANTA VERA DRIVE
KERBER BLVD.
CITY CENTER PARK
SANTA FE TR.
W 76TH ST.
GREAT PLAINS BLVD.
LAREDO DR.
W 77TH ST.
CHAN VIEW
FRONTIER TRL.
W 78TH ST.
LUNDS & BYERLY'S
CITY HALL
LIBRARY
1:30
W 78TH ST.
W 78TH ST.
TARGET
1:30
1:30
CHANHASSEN DINNER THEATRE
GREAT PLAINS BLVD.
MARKET ST.
MARKET BLVD.
1:30
CUB FOODS
W 79TH ST.
HWY. 5
HWY. 5
00:00 Road Closure Time
Alternate Traffic Route
Participants Only
Line Up Area
Parade Route
Food & Beverage Sales
NEW
PARADE ROUTE


CITY OF CHANHASSEN'S
4TH OF JULY
celebration
41st Annual • 2024
NEW
PARADE ROUTE
PRODUCED BY:
Rotary
Club of Chanhassen
SADDLEBROOK CURVE
12:30
Parade Staging Only
POWERS BLVD.
Participant Check-In
1:30
12:30
SANTA VERA DR.
KERBER BLVD.
Parade Staging Only
12:30
CITY CENTER PARK
SANTA FE TR.
GREAT PLAINS BLVD.
W 76TH ST.
LAREDO DR.
W 77TH ST.
FRONTIER TRL.
CHAN VIEW
CHAN VIEW
W 78TH ST.
LUNDS & BYERLY'S
CITY HALL
LIBRARY
1:30
W 78TH ST.
1:30
1:30
1:30
1:30
TARGET
CHANHASSEN DINNER THEATRE
W 78TH ST.
GREAT PLAINS BLVD.
1:30
MARKET BLVD.
MARKET ST.
1:30
HWY. 5
CUB FOODS
W 79TH ST.
HWY. 5
N
00:00 Road Closure Time
Alternate Traffic Route
Participants Only
Line Up Area
Parade Route
Food & Beverage Sales



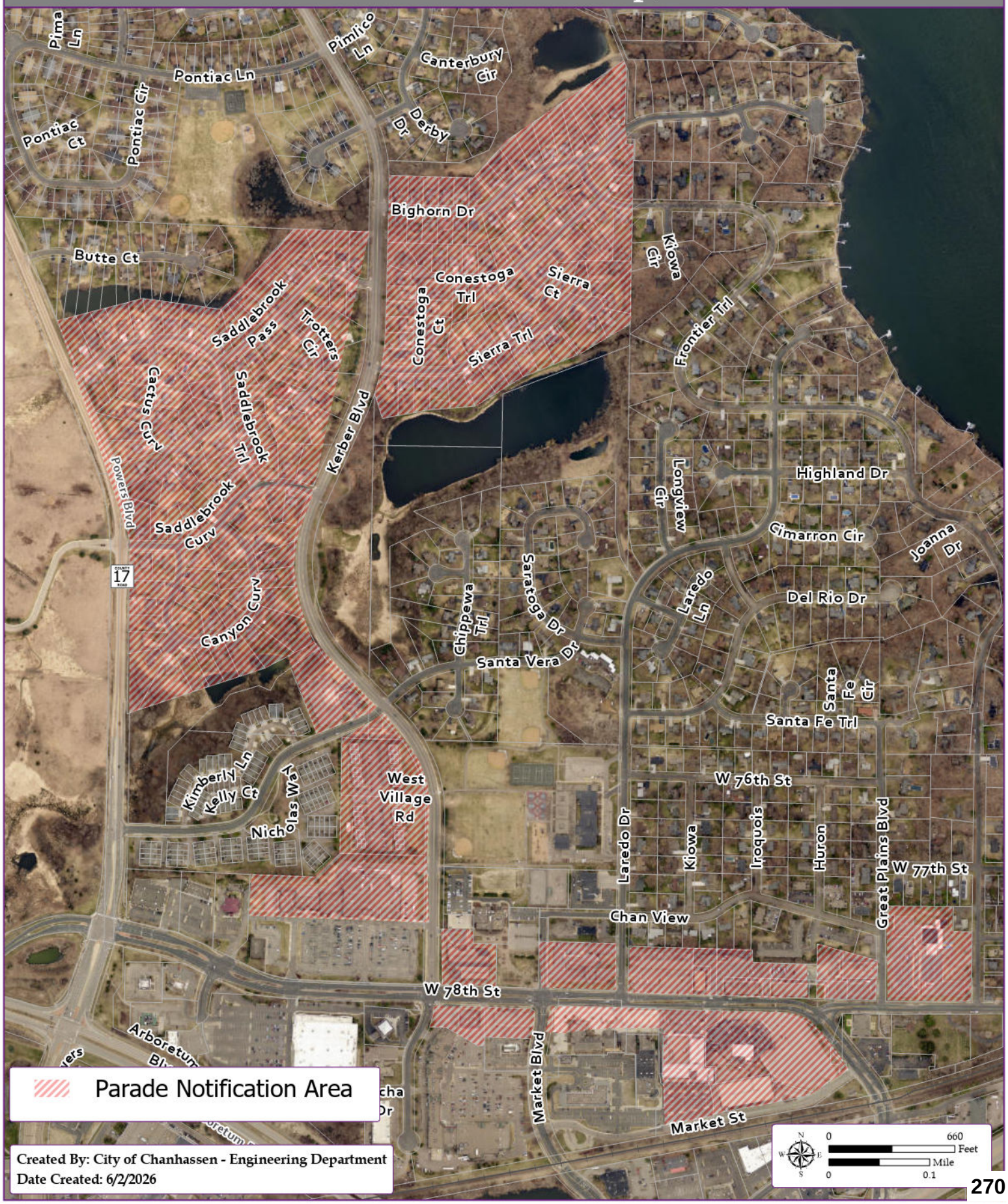
Parade Route

Rotary

Produced by: Club of Chanhassen

City of Chanhassen

Parade Notification Map, 2026 Route



Document Path: K:\Departments\Parks\ParadeRoute\2025\Parade Notification Map.aprx

CITY OF CHANHASSEN

A Community for Life

June 15, 2026

Dear Property Owner Along the Parade Route:

The 4th of July holiday is rapidly approaching and is a very exciting time of the year. Part of the excitement is the annual 4th of July Parade, scheduled for **Saturday, July 4th at 2:30 p.m**.

This year's parade route, which will be the annual route going forward, is nearly identical to the 2024 and 2025 route. **Your property is located within, along, or near the parade route or float staging area.** The map showing the parade route, staging area, road closures, and timing is enclosed.

Kerber Boulevard will be closed between Saddlebrook Pass and Saddlebrook Curve from 12:30-4:30pm, and from Saddlebrook Curve to West 78th Street from 1:30-4:30pm. Residents will have access to their homes via Powers Boulevard, Laredo Drive, or Frontier Trail.

Additionally, it would be greatly appreciated if all property owners along West 78th Street could turn off their irrigation systems during the parade time frame.

Thank you in advance for your cooperation and understanding. Please reach out if you have any questions, comments, concerns, or feedback. Have a safe and enjoyable holiday.

Sincerely,

Priya Wall
Recreation Manager
pwall@chanhassenmn.gov
952-227-1422

www.chanhassenmn.gov/4th

City of Chanhassen

Parade Notification Map, 2024 Route



Created By: City of Chanhassen - Engineering Department
Date Created: 6/2/2026

Document Path: K:\Departments\Parks\ParadeRoute\2025\Parade Notification Map.aprx

CITY OF CHANHASSEN

A Community for Life

June 15, 2026

Dear Property Owner,

The 4th of July holiday is rapidly approaching and is a very exciting time of the year. Part of the excitement is the annual 4th of July Parade, scheduled for **Saturday, July 4th at 2:30 p.m**.

This year's parade route, which will be the annual route going forward, is nearly identical to the 2024 and 2025 route. **Your property is not located along this route or float staging area.**

The map showing the parade route, staging area, road closures, and timing is enclosed.

Thank you in advance for your cooperation and understanding. Please reach out if you have any questions, comments, concerns, or feedback. Have a safe and enjoyable holiday.

Sincerely,

Priya Wall
Recreation Manager
pwall@chanhassenmn.gov
952-227-1422

www.chanhassenmn.gov/4th

City of Chanhassen

Parade Notification Map, 2023 & Prior Route



CITY OF CHANHASSEN

A Community for Life

June 15, 2026

Dear Property Owner,

The 4th of July holiday is rapidly approaching and is a very exciting time of the year. Part of the excitement is the annual 4th of July Parade, scheduled for **Saturday, July 4th at 2:30 p.m**.

This year's parade route, which will be the annual route going forward, is nearly identical to the 2024 and 2025 route. **Your property is not located along this route or float staging area.**

We understand that many individuals have established traditions along the historical parade route, and we recognize that this new route affects those traditions. Please know that we did not make this decision lightly. We sincerely hope you will continue to participate in the Chanhassen Fourth of July Celebration and find new ways to incorporate it into your traditions.

The map showing the parade route, staging area, road closures, and timing is enclosed.

Thank you in advance for your cooperation and understanding. Please reach out with any questions, comments, concerns, or feedback. Have a safe and enjoyable holiday.

Sincerely,

Priya Wall
Recreation Manager
pwall@chanhassenmn.gov
952-227-1422

www.chanhassenmn.gov/4th

City Council Item

May 12, 2025

Item	4th of July Parade Update	
File No.		**Item No:** K.1
Agenda Section	**CORRESPONDENCE DISCUSSION**	
Prepared By	Priya Wall, Recreation Manager	
Reviewed By		

SUGGESTED ACTION N/A	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

A new route has been developed for the Annual Fourth of July Parade.

The new one-mile route begins at the intersection of Saddlebrook Curve and Kerber Boulevard. The parade will travel south on Kerber Boulevard, turn east on West 78th Street, and end on Market Street, past the entrance to the Chanhassen Dinner Theatre. The new route is a near-replica of the adjusted 2024 parade route, with the addition of a quarter-mile in length between Santa Vera Drive & Saddlebrook Curve, and staging occurring exclusively on Kerber Blvd.

The new route was developed collaboratively between the Rotary Club, City Parks & Recreation, Fire, Public Works, and Engineering Departments, and the Carver County Sheriff's Office, with hopes of optimizing public safety while maintaining a high-quality spectator experience.

This is an informational item only; no action is required.

BACKGROUND

The City and the Rotary Club of Chanhassen partner to produce the Annual Fourth of July Parade, with the City providing traffic control, public safety management, and overall event management. The Rotary Club manages logistics, coordinates with parade entrants, and manages staging and flow during the parade.

The parade was added to the Fourth of July Celebration in 1996. With minor adjustments, the parade route remained consistent from 1996-2023.

In 2024, prompted by road projects and traffic safety concerns along the historical parade route, a new route was developed for the parade. The three-quarter mile route began at the intersection of Kerber Boulevard and Santa Vera Drive. The parade was to travel south on Kerber Boulevard, turn east on West 78th Street, and end on Market Street, past the entrance to the Chanhassen Dinner Theatre. The parade was to reverse and travel in the opposite direction from the traditional route.

Due to severe weather during the parade staging and parade time, the 2024 parade was cancelled. This is the only time the parade has been cancelled in its 28-year history.

DISCUSSION

The primary reason the 2024 parade route was adjusted is that City Pavement Rehabilitation Project construction was occurring along the traditional route and staging area (Chan View Drive, Iroquois Circle, West 76th Street, and Huron Avenue), making it impossible to run the parade along its traditional route. A secondary reason was that increased popularity of Fourth of July Celebration events has created increased vehicle & pedestrian traffic downtown, spurring a desire to consider alternate routes that could optimize public safety during the parade.

With a new route being necessary in 2024, the intention was to use the year as a "trial" to see if the newly developed route could be successful moving forward. Depending on its success, it would either become the new parade route, undergo adjustments, or the parade would revert back to the traditional route. With the cancellation of the 2024 parade due to severe weather, the opportunity to "trial" the new route was lost.

The 2025 parade route is a near-replica of the proposed 2024 route. It maintains the L-shaped route that was a focus in 2024, which provides an easier entrance/exit to the downtown area for resident and emergency vehicles before, during, and after the parade. Prompted by the desire for a longer route with more viewing areas for spectators, the 2025 route adds an additional quarter-mile to the 2024 route. The 2025 route length is 1 mile, which is consistent with comparable parades in the Twin Cities area.

2025 length: 1.00 mile
2024 length: 0.75 mile
2023 length: 1.50 mile

Notification letters and parade maps will be sent to all residential and commercial property owners along the parade route on June 16, 2025. Letters will also be sent to property owners along the former 2024 route and former 2023/traditional route, to notify them of the change. Poke-in signage will be placed in neighborhoods along the new route and both old routes, with QR codes and directions to the City website for parade maps and information. Notification of the route will also be done via digital and print media, on the City website, and via City social media accounts.

After this year's parade, the new route will be evaluated and reviewed. Depending on its success, the 4th of July Parade route for 2026 and moving forward will remain the same as the 2025 route, will be adjusted, or will revert back to the 2023/traditional route.

BUDGET

RECOMMENDATION

ATTACHMENTS

2025 Route Map
2024 Route Map
2023 Route Map
2025 Parade Application
Parade Notification Letters
May 13, 2024 City Council Parade Update

City Council Item

May 13, 2024

Item	Fourth of July Parade Update	
File No.		**Item No:** I.2
Agenda Section	**ADMINISTRATIVE PRESENTATIONS**	
Prepared By	Priya Tandon, Recreation Manager	
Reviewed By		

SUGGESTED ACTION N/A	
Motion Type	N/A
Strategic Priority	Operational Excellence

SUMMARY

Prompted by traffic safety concerns with the historical route and 2024 road projects in the downtown area, a new route has been developed for the Annual Fourth of July Parade.

The new three-quarter-mile route begins at the intersection of Kerber Boulevard and Santa Vera Drive. The parade will travel south on Kerber Boulevard, turn east on West 78th Street, and end on Market Street, past the entrance to the Chanhassen Dinner Theatre. The parade will reverse and travel in the opposite direction from the traditional route.

BACKGROUND

The parade was added to the Annual Fourth of July Celebration in 1996, making 2024 the 28th year of the parade. With minor adjustments, the parade route has remained consistent from 1996-2023.

The city and the Rotary Club of Chanhassen partner to produce the annual parade, with the city providing traffic control, public safety management, and overall event management. The Rotary Club

manages logistics, coordinates with parade entrants, and manages staging and flow during the parade.

DISCUSSION

A portion of the historical parade route (Chan View Drive) and float staging area (Iroquois Circle, West 76th Street, and Huron Avenue) will be under construction in July 2024 as part of the City Pavement Rehabilitation Project. Delaying construction along the parade route and staging area until after the Fourth of July was considered, but is not feasible due to significant budgetary implications. The parade would not be able to stage or run through the construction area while maintaining safety.

The increased popularity of the Fourth of July Celebration events, increased vehicle traffic downtown on the Fourth of July, and end-of-parade float and pedestrian traffic have resulted in traffic safety concerns with the historical parade route in recent years. Potentially unsafe situations have arisen when trying to clear downtown Chanhassen of vehicles, pedestrians, and float traffic as the first half of the parade has ended and the second half of the parade continues on. Large gaps in the parade have also been a challenge, with gaps of up to 10 minutes between floats.

Staff have worked closely as a group with Chanhassen Fire, Public Works, Carver County Sheriff's Office, the Rotary Club of Chanhassen, and local downtown businesses to develop a new parade route that does not overlap construction areas, optimize public safety, minimize impacts to the downtown area, and provides the best viewer experience for residents and visitors. Eight new routes were considered. All route options were kept downtown Chanhassen, to maintain the tradition of the parade and focus on downtown. A primary focus when developing the new route was maintaining access to all downtown businesses and allowing for easy entrance/exit to the downtown area for vehicles before, during, and after the parade, to optimize general safety and safety during the event of an emergency.

The new three-quarter-mile route begins at the intersection of Kerber Boulevard and Santa Vera Drive. The parade will travel south on Kerber Boulevard, turn east on West 78th Street, and end on Market Street, past the entrance to the Chanhassen Dinner Theatre. The parade will reverse and travel in the opposite direction from the traditional route.

BUDGET

RECOMMENDATION

ATTACHMENTS

Historical Route Map
New Route Map (public)
New Route Map (internal)

City Council Item

June 8, 2026

Item	Xcel Energy Impact Report	
File No.		**Item No:** L.3
Agenda Section	**CORRESPONDENCE DISCUSSION**	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By		

SUGGESTED ACTION Receive report	
Motion Type	N/A
Strategic Priority	Communications

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

minnesota-impact-report.pdf



2026

MINNESOTA IMPACT REPORT

Xcel Energy®

Contents

Powering Minnesota's Future	3
Leading the Clean Energy Transition	6
Keeping Bills as Low as Possible	11
Helping Our Customers Save	14
Safeguarding Minnesota's Future	15
Investing in Minnesota Communities	16
Empowering Employee Engagement	17
Looking Forward	18



Powering Minnesota's Future

For more than a century, Xcel Energy has been at the heart of Minnesota's growth and prosperity. We're more than just an energy provider—our employees are deeply rooted in our local communities.

Today, our commitment is embodied in a $19 billion five-year investment plan that modernizes energy infrastructure, supports economic growth and meets our customers' evolving energy needs.

With a 99.98% electric reliability rate, we ensure that homes, businesses and critical services have the uninterrupted power needed for economic productivity and quality of life.

99.98%
Electric reliability

31%
Below national average electric bills

69%
Carbon-free electricity

1.4M
Electric customers

500K
Gas customers

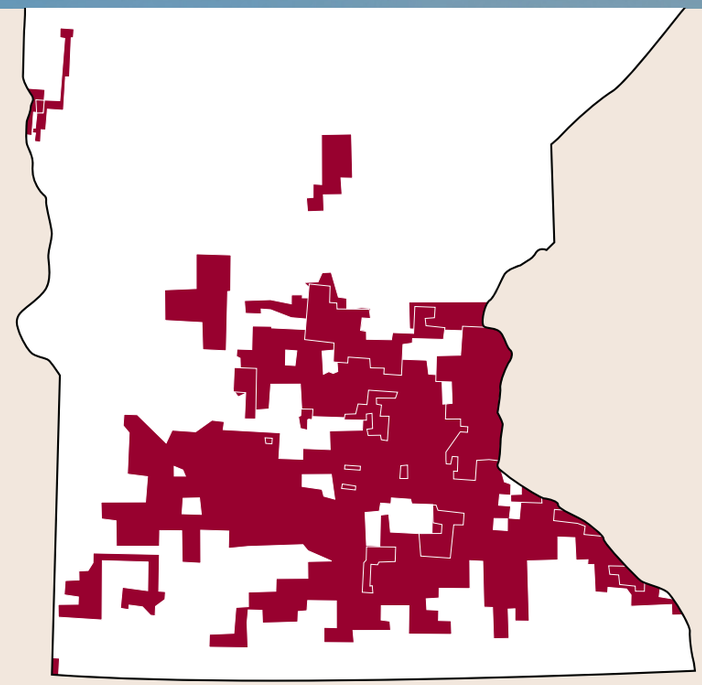
$2.5B
Local supplier spending



Our Energy. Your Power.

Watch now

Xcel Energy's Minnesota Service Area



Source: Xcel Energy 2025 Sustainability Report.



Generating Jobs in Minnesota

Xcel Energy provides stable, well-paying jobs that anchor local communities across the state. These employees are community members who live, shop and raise their families in the state, ensuring that their earnings circulate locally and support neighborhood businesses and services.

4,700
Total Xcel Energy jobs across Minnesota in 2025

~3,000
New businesses connected to the Minnesota grid in 2025

Powering the Local Economy

Our energy infrastructure serves as the foundation that attracts new businesses to Minnesota. As businesses consider where to expand, they consistently prioritize access to reliable, competitively priced energy, and our track record as a trusted energy provider is an important part of the state's business attraction and retention efforts.

Our $194 million in annual property taxes directly fund public schools, infrastructure and community services that benefit all residents. Additionally, we spent $2.5 billion with Minnesota businesses for goods and services purchased within the state we serve.

Whether it's supporting new infrastructure, attracting high-tech industries or helping rural economies modernize, our energy solutions are critical for building a stronger, more resilient economy.

Helping Businesses Thrive

In 2025, our programs set up Minnesota businesses to save more than $400 million over the life of their new energy efficient equipment and 350 million kWh every year.

Reliable, affordable and increasingly carbon-free energy helps position Minnesota as a leader in sustainability, appealing to companies with ambitious environmental goals.

Xcel Energy understands that stable, competitive energy rates are essential to Minnesota's economic strength. Our commercial and industrial (C&I) customers depend on affordable, dependable electricity to support their operations and growth. We are dedicated to partnering with business leaders and local communities to ensure our rates align with the value we provide and the evolving needs of Minnesota's economy.

We collaborate with C&I customers and small businesses to gain insight into their priorities and operational challenges. To support their success, we offer specific programs designed to help businesses control energy expenses and enhance efficiency.

Supporting Minnesota Businesses



Seagate Technology

Since 2022, Seagate Technology, a global mass-capacity data storage company, has been working with Xcel Energy to improve energy efficiency and increase cost savings at its Bloomington, Minnesota facility. Seagate has reduced its energy use by leveraging a combination of Xcel Energy programs and rebates.

Savings through Xcel Energy since 2022

Over 6,500,000 kWh saved from Seagate's reduced energy use by

- Participating in the Energy Efficient Buildings program
- Conducting air studies and air improvements
- Upgrading to variable-frequency drives
- Converting to LED lighting



Laura Baker Services Association

As a nonprofit serving individuals with intellectual and developmental disabilities, Laura Baker Services Association is always looking for ways to better deliver educational programming and housing to their 140 clients. Recently, the Northfield-based organization explored rebate opportunities and energy programs through Xcel Energy.

Savings through Xcel Energy in 2025

Over $7,000 saved by

- Participating in HVAC and lighting rebate programs

Over 45,000 kWh and 1300 therms saved by

- Updating LED lighting
- Installing energy efficient appliances
- Other efficiency upgrades

Leading the Clean Energy Transition

Our Energy Goals

Xcel Energy is committed to making energy work better for our customers by providing safe, clean, reliable and affordable energy for all Minnesotans. We are focused on our goals to deliver 100% carbon-free electricity by 2050, achieve net-zero natural gas and enable zero-carbon transportation—ensuring a sustainable energy future for everyone.

Our plans position us well to achieve the clean energy goals of our Upper Midwest states, including Minnesota's carbon-free standard for 2040, with more than 80% of our customers' electricity projected to come from carbon-free sources by 2030.

Where Energy Meets Opportunity

Xcel Energy is the first major U.S. energy provider to set a vision for 100% carbon-free electricity by 2050 and the first to expand our goals to include net-zero natural gas and carbon-free transportation.

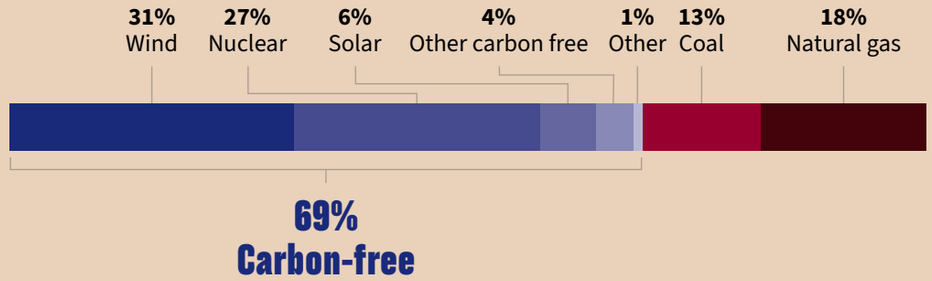
Our Upper Midwest Energy Plan is accelerating the clean energy transition through investments in wind, solar, battery storage and grid modernization. By 2030, we plan to retire our last regional coal plants, and add over 3,900 megawatts of wind and solar backed by 600 megawatts of storage. We're also extending Minnesota's two nuclear plants into the early 2050s and maintaining reliability with natural gas, including a planned new facility in Lyon County.

In 2025, nearly 70% of the state's energy was carbon-free, with wind power accounting for 31%—the largest share among all sources.

Adding renewable energy to the grid saves customers money because wind and solar generate electricity without fuel costs. Xcel Energy's geographic advantage in wind and solar, along with renewable energy tax credits and avoided fuels costs, allows us to deliver cleaner energy while also meeting the demands of a changing environment, growing populations and evolving technologies.



2025 Upper Midwest Energy Mix

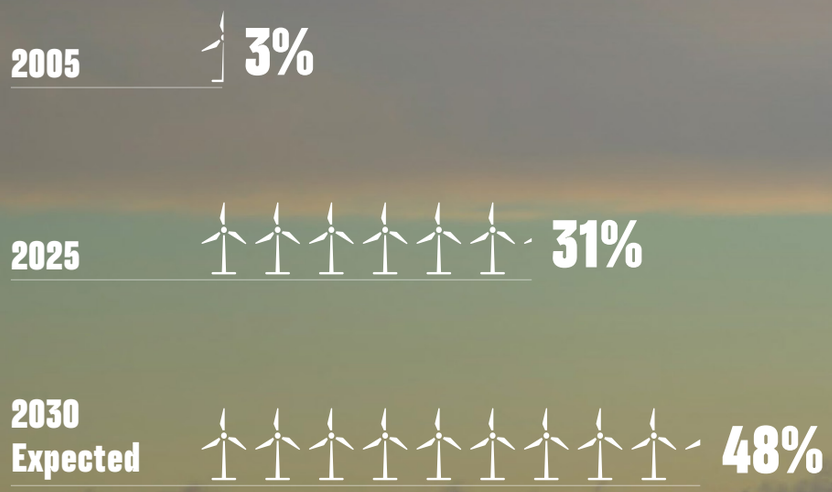


Wind Energy Transformation

As a national leader in wind energy, Xcel Energy has steadily expanded its wind portfolio since 2005. We are among the first U.S. energy providers to surpass 10,000 megawatts of wind power on our system.

Wind Energy on Our Upper Midwest System

Wind energy has saved our customers in the region more than $3 billion since 2017 through avoided fuel costs and tax credits.



Solar Expansion Projects

We are proud to operate Sherco Solar in Sherburne County, one of the nation's largest solar generation facilities. The first two phases of Sherco Solar are already online, delivering carbon-free electricity to our customers. Construction of the third phase is expected to be completed in 2026 and the fourth phase in 2029.

Our Sherco Solar facility is the largest solar project in Minnesota and delivers significant benefits to the state.

The expansion of the Sherco Solar facility further solidifies its position as the Upper Midwest's largest solar project helping drive the region's shift to clean energy. This expansion supports the planned retirement of the Sherco Energy Hub's coal units by 2030, advancing Minnesota's climate objectives and reinforcing Xcel Energy's leadership in clean energy.

910
megawatts of carbon-free renewable energy

190K
homes powered each year, on average

400
union construction jobs

>400K
tons of CO^2 avoided each year, on average

~102K
gasoline cars' worth of emissions removed from the road annually

$440M
local benefits over the life of the project*

*e.g., landowner payments, state and local property taxes, production taxes

Battery Storage Growth

We are moving forward with plans to build the Midwest's largest battery energy storage system—an essential part of Xcel Energy's strategy to enhance regional energy security and facilitate the transition away from coal.

Capacity*Connect

We've introduced a pioneering plan—Capacity*Connect—to install up to 200 megawatts of distributed battery storage across Minnesota by 2028, in partnership with Sparkfund. This initiative aims to optimize the state's energy grid, address rising electricity demand and support local economic growth. The program aligns with our clean energy and grid modernization strategies.

Google Data Center to Fund Largest Iron-Air Battery Project

As part of new data center project in Pine Island, Minnesota, Xcel Energy and Google will install a 300-megawatt (30 gigawatt-hour) iron-air battery system—the largest announced of its kind worldwide.

This 100-hour battery system will store clean energy and supply it during peak demand, strengthening grid reliability and supporting Minnesota's clean energy goals.

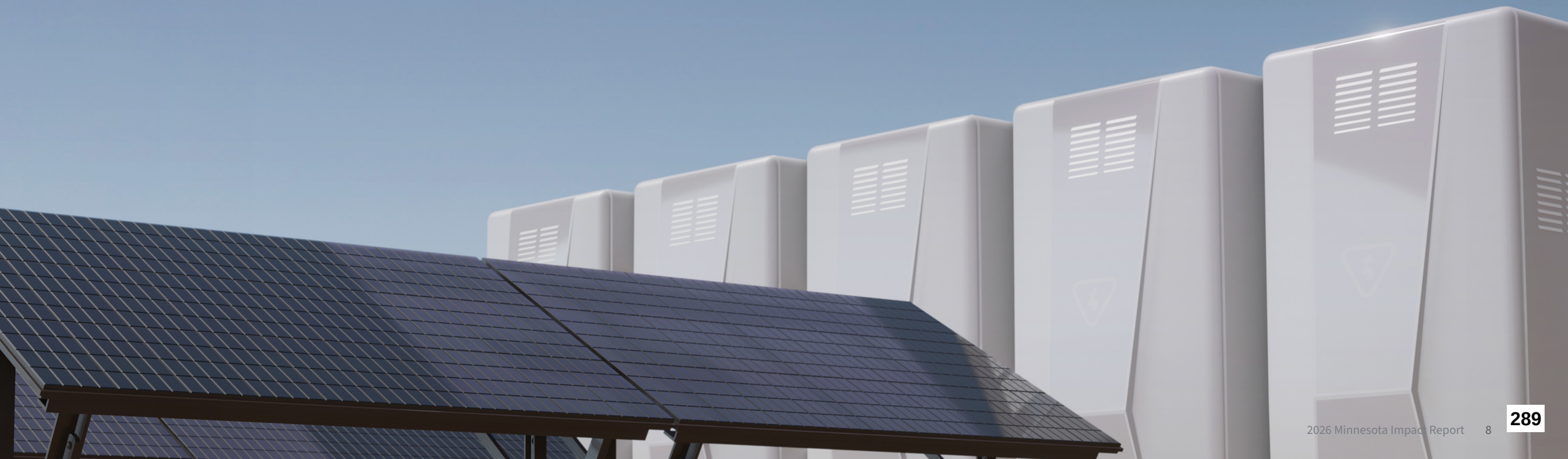
Google is underwriting the purchase of this new technology for Minnesota, which is pending review and approval by the Minnesota Public Utilities Commission.

Sherco Battery Energy Storage System Projects

Several battery energy storage system projects are planned for the Sherco Energy Hub in Becker. Two 300-megawatt projects, Sherco West and Sherco South, will use advanced lithium iron phosphate battery technology known for safety and reliability. The batteries will discharge in four-hour increments and recharge quickly, enhancing grid flexibility.

We will also deploy a 10-megawatt, 100-hour long-duration energy storage system at the Sherco Energy Hub. The multi-day iron-air battery demonstration project developed by Form Energy will be one of the longest-duration batteries connected to a utility-scale system in the country.

The Sherco battery projects will create over 150 union construction jobs and deliver $200 million in local tax payments.



Nuclear is Key to Reaching our Carbon-free Goals

Commitment to Nuclear Power in Minnesota

At Xcel Energy, we're proud to operate two of Minnesota's vital energy assets: the Monticello and Prairie Island nuclear generating plants. These facilities are energy powerhouses and cornerstones of our clean energy future.

Together, our nuclear plants produce about 27% of the electricity used by our customers and account for approximately 36% of our existing carbon-free generation. Helping Minnesota avoid almost 8 million metric tons of CO_2 every year.

We've extended Monticello's operating license through 2050 and are seeking to do the same for Prairie Island through 2054. As we move toward a carbon-free Minnesota, nuclear energy is more important than ever — the only 24/7 carbon-free resource available today, capable of powering homes, hospitals and the data centers driving the AI economy. Whether it's a heat wave or a polar vortex, nuclear keeps the lights on.

Clean Air in Minnesota Through Nuclear Energy

7.8M
metric tons of carbon dioxide avoided every year through our nuclear fleet

1,650MW
of 100% carbon-free electricity generated every year

Which is enough to serve
1.5M
households

Xcel Energy's Carbon-free Progress

~36%
of our carbon-free power generation is currently provided by our nuclear fleet

27%
of our total power generation in the Upper Midwest

Equivalent to
1.7M
vehicles removed from the road

Nuclear is an Economic Engine in Minnesota

1,100
jobs supported at the plants and thousands more throughout the state

$213M
state and local taxes generated annually

$1B
economic activity generated annually



Energy 101: The Power of Nuclear

Watch now



Xcel Energy's 2050 Electric Transportation Vision

Electric vehicles (EVs) are the next chapter in Xcel Energy's clean energy transition, and we are driving ambitious progress toward a zero-carbon transportation future in the communities we serve. Our goal is to enable the charging infrastructure for 1.5 million EVs by 2035 and provide zero carbon energy for vehicles by 2050 in the states we serve.

By 2030, Xcel Energy projects $1 billion in annual customer fuel savings through the shift to EVs and competitive electricity rates. With off-peak electricity prices, customers can drive an EV for $1 or less per gallon equivalent, making transportation both accessible and affordable. Under our clean energy plans, an EV powered by Xcel Energy electricity produces roughly 67% lower carbon emissions than a gasoline vehicle.



As of 2025, Xcel Energy has electrified nearly 100% of its sedan fleet and 13% of its light-duty vehicles, demonstrating its commitment to leading by example and accelerating the transition to sustainable mobility.

Learn More About Our EV Commitment →

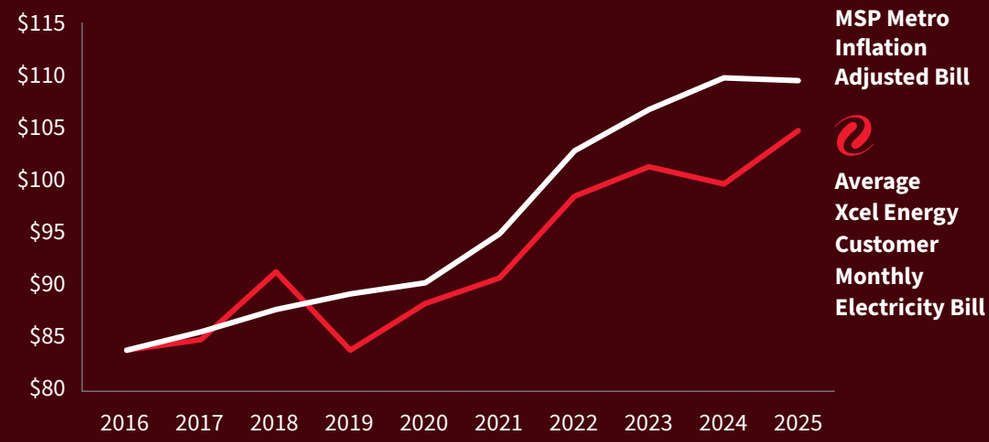
Keeping Bills as Low as Possible

How Our Bills Compare

Xcel Energy recognizes that rising energy bills can be a challenge, especially as the cost of living continues to increase. We work hard to keep customers' bills as low as possible by reducing costs. Minnesota residential electric bills were about 31% below the national average in 2025, a testament to our commitment to affordability.

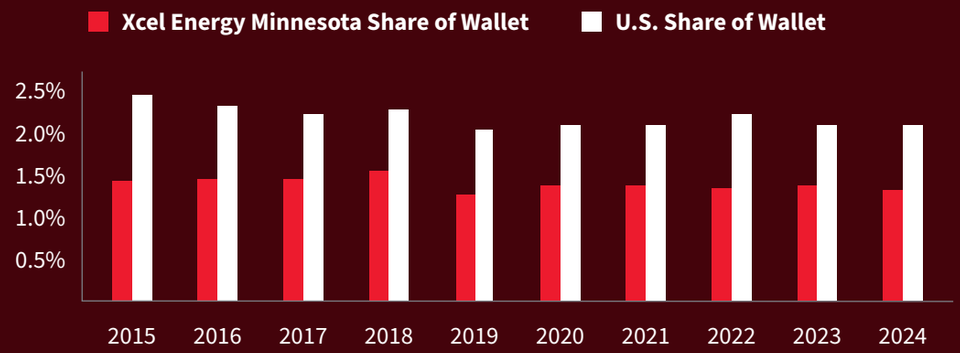
	Xcel Energy	National Average	Other Minnesota Electric Providers
2025	$104.99	$151.84	$129.69
2024	$99.82	$143.56	$121.90
2023	$101.48	$137.56	$119.69
2022	$98.62	$135.25	$120.68
2021	$90.72	$121.01	$117.47
2020	$88.28	$117.46	$114.64

Monthly Electric Bill vs. General Inflation



Household Spending on Electricity

The average Minnesota Xcel Energy customer spends 1.3% of their household income on electricity.*



*Sources (Average Bill): EIA Form EIA-861M. (Average HHI): Census Table h08. (Inflation Rate): Consumer Price Index for All Urban Consumers: All Items in U.S. City Average

How Your Rates Are Set

Electric and natural gas bills are determined by customer usage and the rates we charge for our service, which are set through a public utilities commission process with opportunities for public input.

1. Xcel Energy Identifies Need for Rate Adjustment

Xcel Energy evaluates its operational and financial requirements to determine if current rates are sufficient to cover costs and attract the investment necessary to fund system improvements.

2. Xcel Energy Calculates Required Costs

We compile comprehensive cost projections across multiple categories: **power generation and fuel** costs to produce reliable, cost-efficient electricity; **grid infrastructure** including transmission lines, distribution networks and substations delivering power; **system operations and maintenance** covering crew labor and equipment upkeep; **community expansion** infrastructure supporting population and economic growth; **customer support services** such as call centers and community outreach; **emergency preparedness and response** investments in grid resilience and storm recovery capabilities; and **regulatory program compliance** for state-mandated initiatives including assistance for low-income customers.

3. Xcel Energy Submits Formal Rate Request

Xcel Energy files a detailed rate case with the state public utilities commission (PUC) to present: justification for the rate change; comprehensive cost documentation; financial projections and revenue requirements. Xcel Energy cannot unilaterally raise rates; it must follow a formal regulatory process.

4. Public Comment and Input

The state regulator initiates a transparent review process that includes: public notice of Xcel Energy's rate request; opportunities for public comment and input; and engagement from customer advocacy groups, public interest organizations and other stakeholders.

5. Regulatory Review

State regulators conduct a thorough examination: request additional details and documentation from Xcel Energy; analyze cost justifications and financial projections; review input from parties to the regulatory review and the public; probe the request to ensure it is fair, reasonable and justified; and evaluate whether Xcel Energy's proposed costs are prudent and necessary.

6. Regulatory Decision

The state public utilities commission makes a final determination: approves rates that they find are just and reasonable to serve the public interest; and in doing so may approve, modify or deny portions of Xcel Energy's request.

Important: The final approved rates may differ from what Xcel Energy requested or what advocacy groups prefer – regulators make independent judgments based on the record before them.

7. Implementation

Once approved, new rates take effect according to the statutory timeline, and Xcel Energy implements the rate changes for customers.

How We Keep Bills as Low as Possible

Keeping customer bills as low as possible is a core priority as Xcel Energy delivers safe, reliable electric and natural gas service. We focus on long-term cost discipline, smart investments and operational efficiency to maximize value for customers and pass savings along over time.

Expanding Clean Energy

Adding more wind, battery storage and solar power to the grid—energy sources with no fuel costs—has saved Upper Midwest customers more than $3 billion through avoided fuel costs and tax credits since 2017. Minnesota's geographic advantages further enhance these savings.

Diverse Energy Mix

A diverse mix of energy resources provides flexibility, reliability and protection against volatile fuel markets. This approach allows Xcel Energy to use the most cost-effective option at any given time while reducing reliance on any single fuel source.

Smart Purchasing and Storage

We buy and store natural gas during lower-priced periods and lock in lower prices through advance contracts and auctions. These strategies help protect customers from sudden price spikes, particularly during high-demand winter months.

Competitive Bidding

Rigorous bidding policies ensure fair, market-driven pricing and transparency, while supporting local economies and meeting construction requirements.

Advanced Grid Investments

Grid modernization investments—including advanced sensors and meters, drones and AI-enabled predictive modeling—allow us to operate more efficiently. Customers benefit from improved reliability, faster outage restoration and more tools to manage their energy use and costs.

Continuous Improvement

Xcel Energy is focused on empowering employees to continuously improve operations. It's led to greater efficiency and cost savings in our service centers, fleet operations, power plants and customer care teams.

Operational Excellence

Through prudent technology upgrades, process improvements and energy conservation programs, Xcel Energy has kept operating and maintenance costs flat since 2014. In a heavily regulated environment, efficiency is one of the most effective ways to improve the customer experience while controlling costs.

Helping Our Customers Save

Energy Efficiency: Saving Energy and Money

Xcel Energy recognizes that energy is an essential service. We offer comprehensive programs that help customers reduce their energy use, resulting in lower bills.

We provide some of the longest-running and most successful energy efficiency programs in the country. Since 1992, our customers have saved enough energy to avoid building 18 average-size power plants, keeping costs down. From home energy audits to energy-efficient equipment rebates, we are committed to helping customers manage their bills by reducing energy use.

Savings from Xcel Energy Efficiency Programs

Electricity

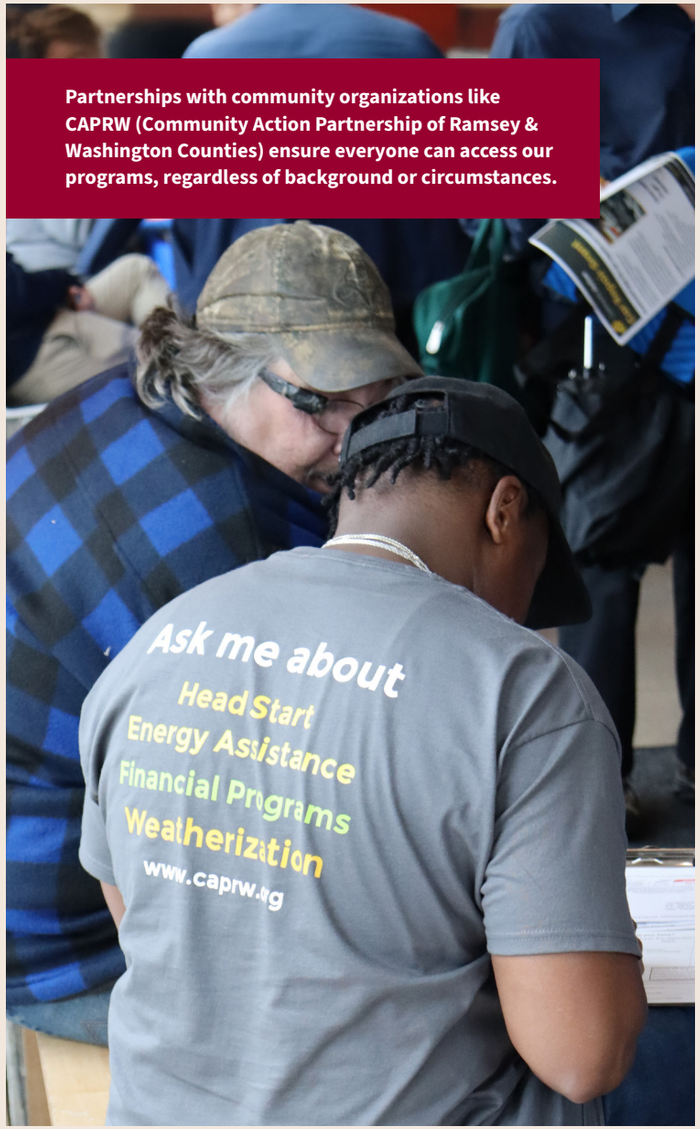
64,300

homes could be powered by the 495 gigawatt-hours saved in 2024.

Natural Gas

17,770

homes could be served by the 1,332,727 dekatherms saved in 2024.



Partnerships with community organizations like CAPRW (Community Action Partnership of Ramsey & Washington Counties) ensure everyone can access our programs, regardless of background or circumstances.

Helping Customers Manage Bills

In 2025, Xcel Energy's affordability programs assisted over 78,000 Minnesota families with paying their energy bills, reducing their collective burden by nearly $36 million. Nearly 55,000 of those families also received over $32 million of assistance from government and nonprofit agencies.

Bill Payment Help

We have programs and resources to help customers who are struggling, including direct bill payment assistance for those who qualify. Payment plans are another option that offers flexibility during tough times, while crisis intervention provides emergency support for natural disasters, job loss or unexpected circumstances.

Income-Qualified Programs

Eligible Xcel Energy customers receive free weatherization services that help reduce monthly bills. We also offer bill credits for income-qualified seniors and customers who need life-sustaining medical devices.

Community Partnerships

Our community partnerships help ensure our assistance programs reach Xcel Energy customers who may be unfamiliar with traditional utility programs. Further, our strategic partnerships with organizations like Community Action Partnership of Hennepin County leverage community expertise and established relationships to ensure that assistance programs effectively reach those who need it the most.

Learn More About Our Energy Assistance →

Safeguarding Minnesota's Future

Minnesota — like much of the nation — is experiencing an unprecedented shift in energy demand driven by several key trends. The continued electrification of transportation, homes and businesses is accelerating electricity use across sectors. At the same time, the rise of energy-intensive needs, like data centers to support artificial intelligence, is further increasing demand. Additionally, the expected growth of U.S. manufacturing is amplifying the need for reliable, scalable energy solutions. Together, these factors are reshaping the energy landscape and driving significant investment in new infrastructure.

Energy powers the economy and our customers' lives. We continually invest in our power plants, natural gas systems and broader infrastructure to maintain reliability and affordability as we transition to cleaner energy. By upgrading technology and diversifying our energy supply, we can manage costs and reduce environmental impact without over-relying on any single resource.

Investing in Infrastructure

Upgrading power lines, poles and transformers is a critical pathway for Xcel Energy to achieve greater operational efficiency and cost reduction. Most utilities nationwide are grappling with aging infrastructure. By proactively replacing and modernizing these aging assets, we can decrease the frequency and impact of power outages, ultimately allowing us to deliver reliable service to customers at a lower cost for decades to come. Population growth and urbanization are adding to that pressure, as expanding communities drive up electricity demand. Investing ahead of that growth allows us to accommodate higher loads more efficiently, avoiding the far greater costs of deferred maintenance and emergency repairs.

Grid Modernization

The deployment of smart grid technologies is transforming the operational landscape for utilities and providing benefits for customers. Xcel Energy has upgraded the grid with smart meters and advanced technologies that detect faults faster, restore outages more quickly and give customers better visibility into their energy use. This digital transformation reduces operational costs and extends asset lifespans through predictive maintenance and more strategic resource allocation.

Wildfire Preparedness

Xcel Energy is committed to providing reliable and affordable electricity while prioritizing the safety of the communities we serve. Increasingly severe weather means wildfires now pose a year-round risk across many regions. Wildfire preparedness and safety is a shared responsibility, and we continue strengthening our prevention efforts to help protect Minnesotans.

Our Five-year Investment Plan Priorities

Expanding the grid

We're scaling our electrical system to meet growing demands, ensuring our customers have electricity when and where they need it — today, tomorrow and in the decades to come.

Accelerating clean energy delivery

By investing in clean energy generation and electrification programs, we're helping create a sustainable future, aligning with customer aspirations and state-level policy goals.

Modernizing for safety and resilience

We're modernizing and hardening our grid to withstand increasing extreme weather events and national security threats while ensuring continued safe operation.

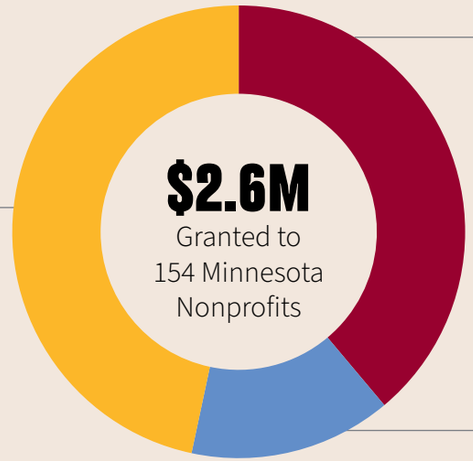
Supporting customers' needs efficiently

We provide a best-in-class customer experience while keeping bills as low as possible.

Investing in Local Communities

Our $6.8 million in community investments in 2025 include foundation grants, employee contributions and volunteer time, strategically focused on STEM education, environmental sustainability and community vitality.

Xcel Energy Foundation Giving



$1M
to STEM Career Pathways

$1.2M
to Community Vitality

$372K
to Environmental Sustainability

Powering the Pack

We believe in the power of supporting our communities and helping them thrive. With help from the Timberwolves, we're able to do just that by bringing the power of reading and literacy education to communities all over Minnesota.

Watch now



Data is from 2025 and reflects Minnesota, North Dakota and South Dakota

Empowering Employee Engagement

Our employee volunteers are committed to the communities we serve, contributing thousands of hours to hundreds of organizations every year.

1,660
Volunteers

32,000
Total volunteer hours

490
Nonprofits served

$1.2M
Economic impact

$1M
Employee and retiree donations



Source: 2024 Xcel Energy Sustainability Report. Numbers reflect volunteering and giving by employees in Minnesota, North Dakota and South Dakota.

Supporting Military Veterans

Xcel Energy strongly supports military veterans and their families, with veterans making up 10% of our Minnesota workforce. We are proud to have veterans represented throughout our company—from our chairman, president, and CEO Bob Frenzel, and 50 other senior leaders, to line workers and team members across all roles.

Xcel Energy is widely recognized for its commitment to veterans and military families. The company has been named a "Military Friendly Employer" and a "Best for Vets Employer" by Military Times. We are also recognized as one of Minnesota's Beyond the Yellow Ribbon companies – a program dedicated to raising awareness and connecting service members and their families with community support, training and resources. Our active participation in Beyond the Yellow Ribbon underscores our ongoing commitment supporting the broader veteran community.

Xcel Energy has also received multiple honors from the Employer Support of the Guard and Reserve, including the Seven Seals, Pro Patria, Above and Beyond, and Patriot Awards. Additional distinctions include the Department of Labor's HIRE Vets Medallion, Vets Ready Employer status and the U.S. Army's Partnership for Youth Success program—demonstrating Xcel Energy's ongoing support for those who serve.



Looking Forward: Minnesota's Energy Future

As Minnesota grows, Xcel Energy is committed to keeping costs low while modernizing infrastructure, expanding grid capacity and investing in clean and customer-focused energy solutions. We remain focused on delivering reliable, sustainable and affordable energy for Minnesotans. As your trusted energy partner, we'll continue working with customers, communities and stakeholders to ensure a bright, resilient and sustainable future for all.





© 2026 Xcel Energy Inc.