**Attention Location & Zoom Option**

In order to practice social distancing related to the COVID-19 pandemic, the Chaska City Council work session and meeting on Monday, February 22, 2021 will be held at the **Chaska Event Center** and **virtually on a platform called Zoom.** To learn more about participating or watching the meetings, visit www.chaskamn.com. Any questions about how to participate should be directed to the Chaska Communication Department at communications@chaskamn.com or (952)448-9200.

JOINT WORK SESSION
CITY COUNCIL & COMMISSIONS/BOARDS
League of MN Cities on Social Media
5:30 – 7:00 PM

AGENDA
CHASKA CITY COUNCIL
CHASKA EVENT CENTER - 3210 CHASKA BLVD. & ZOOM
Monday, February 22, 2021
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
   - 5.A. Police Chief, Ryan Seibert Update on Recruitment Efforts
   - 5.B. Zach Saueressing - Local Education Advocacy Group - Team 112

5.C. Jessica Bartholomew - A.C.T. United Community Awareness to Action Conference

6. Approve Previous Meeting Minutes

6.A. Approve the February 1, 2021 City Council Meeting Minutes

7. Consent Items

7.A. Adopt Ordinance 992, Amending Chapter 2, Section 2.24 Human Rights Commission

7.B. 2021 Full and Part-time Pay Classification

7.C. Authorize Engagement for Audit of 2020 Fiscal Year

7.D. Adopt Resolution 2021-8, Support for the Arboretum Area Transportation Plan

7.E. Adopt Resolution 2021-9, Support for the Highway 10 Corridor Plan

8. Action Items

8.A. 2021 Union Contracts

8.B. Adopt Resolution 2021-7, Resolution Calling for a Public Hearing on the Establishment of TIF District No. 24 Chaska Creek Industrial

9. Bills

9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 2-22-2021

10. Other Business

10.A. City Administrator's Report

10.A.i. Biweekly 2/22/2021

11. Adjourn

Chaska Economic Development Authority Meeting
Immediately following City Council

DRAFT

**- MINUTES -**
**CHASKA CITY COUNCIL**
**February 1, 2021**

1. Call to Order
The meeting was called to order by Mayor Windschitl at 7 pm.

2.Pledge of Allegiance

3. Roll Call
Roll call was taken. Present: Councilmembers Hatfield, Hubbard, Huang, Grau, and Mayor Windschitl.
Absent: None.

Also Present: Kevin Ringwald, Community Development Director; Liz Hanson, City Planner; Luke Melchert, City Attorney; Noel Graczyk, Administrative Services Director; City Engineer Matt Clark; Nate Kabat, Assistant Administrator; and Matt Podhradsky, City Administrator.

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

5. Visitor Presentation

5.A. Senator Julia Coleman
Senator Coleman introduced herself and provided an update on what work she has going at the Capital.

Mayor Windschitl inquired if there have been any discussions at the State level regarding loss revenues for cities.

Senator Coleman noted that she has heard conversations regarding this but has not seen any legislation at this point. She encouraged cities to reach out to their legislative leaders.

Councilmember Huang thanked Senator Coleman for attending the SouthWest Transit meeting in December and noted that having her support in transportation will be beneficial.

City Administrator Podhradsky referred to the proposed improvements on 82nd Street and Highway 5 and noted he will send her information regarding discussions from the work sessions and other updates with this corridor work.

Councilmember Hubbard asked if the goal of not having applicants pay taxes on the PVP loans will be realized with the new round.

Senator Coleman stated that would be the end goal.

DRAFT

6. Minutes
Motion by Councilmember Grau, second by Councilmember Hatfield to approve the minutes of the January 25, 2021 City Council meeting. Motion carried.

7. Consent Agenda
Motion by Councilmember Hubbard, second by Councilmember Huang to approve the Consent Agenda Items A through D:

A. Adopt Ordinance 989, Adopt Amendment to Transient Accommodations Ordinance
   Motion to adopt Ordinance 2021-989 to amend Chapter 5.20 Transient Accommodations.
B. Massage Therapy Registration
   Motion to approve Massage Therapy Registration No. MTL 21-04 to allow Jamie Reinbold to practice Therapeutic Thai Massage out of Natural Point Wellness at 546 Bavaria Lane, Chaska.
C. Adopt Ordinance 990, Establish and Amend Ordinance 984 2021 Utility Rates
   Motion to adopt Ordinance No. 2021-990 establishing 2021 Electric Utility Rates, Motion to adopt an amendment to Ordinance No. 2020-984 establishing 2021 Water and Sewer Utility Rates.
D. Adopt Ordinance 991, Convenience Fee for Governmental Fees and Charges Paid at City Hall
   Motion to adopt Ordinance 2021-991 to establish a Convince Fee on all Debit and Credit Merchant Card payments for governmental fees and charges at Chaska City Hall.

Motion carried.

8. Action Items

8.A. Commissioner Appointments
Motion by Councilmember Hubbard, second by Councilmember Grau to appoint Jason Branch, Dave Downs, and Jalen Destin (youth member) to the Park and Rec Board for the term February 1, 2021 to December 31, 2023. Motion carried.

Councilmember Hubbard noted she would abstain from voting for the Human Rights Commission. She noted that she did not find out her husband was applying to the Commission until the application was submitted.

Motion by Councilmember Huang, second by Councilmember Hatfield to appoint Celine Haga, Sarah Carlson, Eder Castillo, Martin Hubbard, Hanna Sandison, Lisa White (Alternate 1), and Dante Hughes (Alternate 2) to the Human Rights Commission for the term February 1, 2021 to December 31, 2023.

Mayor Windschitl noted he forgot to add Sienna White to the list as the youth member.

City Administrator Podhradsky noted that Staff will bring back language for adding the youth position to the Human Rights Commission to the ordinance.

DRAFT

Motion by Councilmember Huang, second by Councilmember Hatfield to amend the main motion to add Sienna White (youth member) to the list of appointees. With all members voting in favor and Councilmember Hubbard abstaining, the motion carried.

Councilmember Grau noted that representation matters and that this is one of the more diverse groups that has stepped forward to serve in commissions.

Councilmember Huang inquired where the two openings for Planning Commission came from.

City Administrator Podhradsky stated it was Susan Cross and Misty Bowe.

The Council and Staff briefly discussed the process for approving the Vice Chair for Planning Commission.

Mayor Windschitl also thanked everyone who came forward and applied for these commission positions.

9. Bills
9.A. Accounts Payable Council Roster 02-01-2021

The Council requested further information about bills on pages 2, and 4.

City Administrator Podhradsky provided further information regarding those bills.

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

10. Other Business
10.A. City Administrator's Report
10.A.i. Bi-Weekly Report 02-01-2021
10.B. Other Reports
10.B.i. 4th-Qtr. 2020 Investment Report dated February 1, 2021

Councilmember Huang:

- Noted the Stuff the Bus Drive is cancelled.
- Noted there are food distribution events on February 11 and March 11 from 12-1:30 at the old Gedney factory.
- Inquired what is going on with the KFC building. City Administrator Podhradsky gave a brief update on that site.

Councilmember Grau:

- Noted the Ice Gardens event was awesome and encouraged residents to get out to see it. Councilmember Huang inquired if these will be lit at night. Assistant Administrator Kabat stated that there will be.

DRAFT

- Inquired after the timing for filling the police officer position and for the recruitment strategy. City Administrator Podhradsky clarified that there are two upcoming positions and detailed that timeline and noted Staff are having recruitment strategy discussions. He noted he will discuss with Staff the short- and long-term strategies with this.
- Wished his son Happy Birthday this coming Saturday.

Councilmember Hubbard:
- Thanked the Parks and Recreation Board for what is provided for residents even in the winter.

Councilmember Hatfield:
- Recognized the Downtown Business Alliance's role in putting together the Ice Gardens.
- Noted it is Black History Month and stated she looks forward to seeing inclusion grow in the community and encouraged residents to seek out sources to learn more about black history.

Mayor Windschitl:
- Noted the next Council Meeting is February 22, 2021 and the meeting will be live, in-person at the Community Center.
- Thanked Staff for all their work in putting on ZOOM meetings over the past couple of months. The Council and Staff commented on the benefits of ZOOM meetings.
- Commented that the Ice Garden event was amazing and well done. He thanked everyone who was involved in putting this event on and preparing the park.
- Noted the sign on Stoughton Avenue was removed.
- Reported there will be a "Find the Gnome" event put on by Parks and Recreation and encouraged residents to participate in that.
- Noted the use of Fireman's Clayhole for skating has be incredible this winter. City Administrator Podhradsky briefly spoke about ideas for a future warming house and for ice skate rentals.
- Thanked Chris Goodman, a resident that lives near Lion's Park, who has offered to go turn the lights on the hockey rink on and off each night.

11. Adjourn

Motion by Councilmember Huang, second by Councilmember Hatfield to adjourn the meeting at 8:10 pm.
Motion carried.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 2/22/2021

**Subject:** **Adopt Ordinance 992, Amend Chapter 2, Section 2.24 Human Rights Commission**

Prepared By: Denise Beebe, Senior Clerk
Nate Kabat, City Assist Administrator

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**Background:**
After interviewing potential candidates for commission appointments, the City Council, at their February 1, 2021 Council Meeting, appointed members to both the Park & Recreation Commission and Human Rights Commission.

While it has always been the desire for youth to be involved in City Government the only youth position and interest has only been on the Park & Recreation Board.

**Update:**
This year the Council had the privilege of having enough interest by youth candidates that they were able to appoint one youth member to the Park & Recreation Board and one youth member to the Human Rights Commission. As a result, the Ordinance establishing the Human Rights Commission has been amended to reflect the added youth member.

The Commission Handbook needs to be updated to include the youth position to the Human Rights Commission and allow for other updates needed. All updates to the commission handbook are shown in red in handbook exhibit.

**CITY COUNCIL ACTION REQUESTED**
Motion to approve Ordinance No. 2021-992 amending Chapter 2, Section 2.24 Human Rights Commission to allow for youth member between the age of 16 and 20 to a 1 year term and approve the updated Commission handbook to reflect the change and other updates needed.

**CITY OF CHASKA**
**ORDINANCE MC 2021-992**

**AMEND CHAPTER 2, SECTION 2.24 HUMAN RIGHTS COMMISSION**

**WHEREAS,** it has always been a desire by the City to have civic youth involved in city government and;

**WHEREAS,** the Park & Recreation Board currently allows for a Youth Commission member and;

**WHEREAS,** in this time of controversy and diversity now more then ever it is time to provide a youth member to the Human Rights Commission

**NOW THEREFORE,** be it ordained by the Council of City of Chaska, in the State of Minnesota, as follows: To change the make up of the Human Rights Commission to allow for 10 members with one of those 10 members being a youth over the age of 16 and under the age of 20 at the time of their appointment, and two of those 10 members being alternate members.

**SECTION 1:** **AMENDMENT** "2.24.020 Composition; Appointment Of Members; Residence Restrictions" of the City of Chaska Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

2.24.020 Composition; Appointment Of Members; Residence Restrictions

A. The Commission created by this article shall consist of nine (9) members and a maximum of two (2) alternates.
B. The City Council shall appoint to the Commission qualified residents of the City who are willing to serve as members of the Commission and as an alternate.
C. In the absence of a regular member, the alternate shall assume the seat of the absent regular member. When the alternate assumes a regular member's seat, said alternate shall have all the powers, including but not limited to voting powers, of said regular member. In the event all of the regular members are present and the alternate is present, the alternate may join in the discussion but shall have no vote.

(Ord. No. 719, Chap. 11, Div. I, Sec. 17, 1/7/02)

AFTER AMENDMENT

2.24.020 Composition; Appointment Of Members; Residence Restrictions

A. The Commission created by this article shall consist of ten (10) ~~nine(9)~~adult members

and one (1) youth member who shall be over the age of 16 and under the age of 20 at the time of appointment with ~~and a maximum of~~ two (2) of those 10 members being alternates.

B. The City Council shall appoint to the Commission qualified residents of the City who are willing to serve as members of the Commission and as an alternate.

C. In the absence of a regular member, the alternate shall assume the seat of the absent regular member. When the alternate assumes a regular member's seat, said alternate shall have all the powers, including but not limited to voting powers, of said regular member. In the event all of the regular members are present and the alternate is present, the alternate may join in the discussion but shall have no vote.

(Ord. No. 719, Chap. 11, Div. I, Sec. 17, 1/7/02)

**SECTION 2:** **AMENDMENT** "2.24.030 Terms" of the City of Chaska Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

2.24.030 Terms

The members of the Human Rights Commission shall be appointed for three (3) year terms, and each member shall be eligible to serve for three (3) consecutive terms. Said terms shall be staggered. Additional terms may be served by a Commissioner if sufficient applications are not received by interested residents. The City Council will fill the vacancy within sixty (60) days of the vacancy occurring per CMCO 2.24.040. The term of a Commissioner may be terminated and a new member appointed in the event the Commissioner fails to attend any three (3) consecutive meetings or in the event of failure to attend any four (4) meetings in any twelve (12) month period.

(Ord. No. 846, 12/20/10)

AFTER AMENDMENT

2.24.030 Terms

The members of the Human Rights Commission shall be appointed for three (3) year terms, and each member shall be eligible to serve for three (3) consecutive terms. The Youth Member shall be appointed to a one (1) year term. Said terms shall be staggered. Additional terms may be served by a Commissioner if sufficient applications are not received by interested residents. The City Council will fill the vacancy within sixty (60) days of the vacancy occurring per CMCO 2.24.040. The term of a Commissioner may be terminated and a new member appointed in the event the Commissioner fails to attend any three (3) consecutive meetings or in the event of failure to attend any four (4) meetings in any twelve (12) month period.

(Ord. No. 846, 12/20/10)

PASSED AND ADOPTED BY THE CITY OF CHASKA COUNCIL _____.

| | AYE | NAY | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Councilmember Grau | _____ | _____ | _____ | _____ |
| Councilmember Hatfield | _____ | _____ | _____ | _____ |
| Councilmember Huang | _____ | _____ | _____ | _____ |
| Councilmember Hubbard | _____ | _____ | _____ | _____ |
| Mayor Windschitl | _____ | _____ | _____ | _____ |

Presiding Officer

Attest

_____
Mark Windschitl, Mayor, City of Chaska

_____
Denise Beebe, Senior Clerk City of Chaska

# COMMISSIONER'S HANDBOOK 2021

**Chaska City Hall**
**One City Hall Plaza**
**Chaska, Mn. 55318**

**www.chaskamn.com**

**Phone: 952-448-9200**
**FAX: 952-448-9300**

## CITY COUNCIL

Mark Windschitl .....Term Expires 12/31/22
Jon Grau, First Ward Councilmember …….....Term Expires 12/31/22
Taylor Hubbard, Second Ward Councilmember.....Term Expires 12/31/24
McKayla Hatfield, Third Ward Councilmember .....Term Expires 12/31/22
Mike Huang, Fourth Ward Councilmember .....Term Expires 12/31/24

## CITY STAFF

Matthew Podhradsky .....City Administrator
Kevin Ringwald.....Director of Planning and Development
Matt Clark …… City Engineer
Noel Graczyk.....Administrative Services Director
Nate Kabat…… ……. Assistant Administrator
Ryan Seibert.....Chief of Police
Andrew Romine.....Interim Electrical Director
Brian Jung.....Public Works Director
Matt Haefner.....Water & Sewer Superintendent
Marshall Grange.....Parks and Recreation Director
John Kellin .....Golf Professional
Tim Wiebe.....Fire Chief

## CITY CONSULTANTS

Melchert, Hubert, Sjodin Law Firm.....City Attorney
Ken Anderson.....Stantec Consulting Engineer

### ECONOMIC DEVELOPMENT AUTHORITY

Mark Windschitl, Mayor.....Term Expires 12/31/22
Jon Grau, First Ward Councilmember .....Term Expires 12/31/22
Taylor Hubbard, Second Ward Councilmember.....Term Expires 12/31/24
McKayla Hatfield, Third Ward Councilmember .....Term Expires 12/31/22
Mike Huang, Fourth Ward Councilmember .....Term Expires 12/31/24

| PLANNING COMMISSION | FIRST APPOINTED | 1ST TERM | 2ND TERM | 3RD TERM | UP FOR REAPPOINTMENT |
|---|---|---|---|---|---|
| Brian Dahlke (Chairperson) | 02-04-14 | 02-04-14 to 12-31-16 | 02-01-17 to 12-31-19 | 01-07-19 to 12-31-21 | **12-31-21** |
| Rob Brass | 01-07-19 | 01-07-19 to 12-31-21 | | | **12-31-21** |
| Carl Lacey | 01-07-19 | 01-07-19 to 12-31-21 | | | **12-31-21** |
| Aaron Sailer | 01-07-19 | 01-07-19 to 12-31-21 | | | **12-31-21** |
| Todd Urbanski | 01-07-19 | 01-07-19 to 12-31-21 | | | **12-31-21** |
| Travis Olson | 01-07-19 | 01-07-19 to 12-31-21 | | | **12-31-21** |
| David Rylee | 02-03-20 | 02-03-20 to 12-31-22 | | | **12-31-22** |
| 1st Alternate | | | | | **OPEN** |
| 2nd Alternate | | | | | **OPEN** |
| 7 members with 2 alt. | | | | | |

| PARK & REC BOARD | FIRST APPOINTED | 1ST TERM | 2ND TERM | 3RD TERM | UP FOR REAPPOINTMENT |
|---|---|---|---|---|---|
| David Downs Chairperson | 01-01-15 | 02-02-15 to 12-31-17 | 02-5-18 to 12-31-20 | 02-1-21 to 12-31-23 | **12-31-23** |
| Jason Branch Vice Chairperson | 02-05-18 | 02-5-18 to 12-31-20 | 02-1-21 to 12-31-23 | | **12-31-23** |
| Elizabeth Wynveen | 02-25-19 | 02-25-19 to 12-31-21 | | | **12-31-21** |
| Ernesto Ruiz Gutierrez | 02-01-16 | 02-01-16 to 12-31-18 | 02-25-19 12-31-21 | | **12-31-21** |
| Zach Saueressing | 02-03-20 | 02-03-20 to 12-31-22 | | | **12-31-22** |
| Georgiann Keyport | 02-03-20 | 02-03-20 to 12-31-22 | | | **12-31-22** |
| **OPEN** | | | | | |
| **OPEN** | | | | | |
| **OPEN** | | | | | |
| Jalen Destin (16-20 Age Group – 1 yr. term) | 02-01-21 | 02-01-21 to 12-31-21 | | | **12-31-21** |
| 10 members (9 adult /1 youth age 16 to 20) No Alternates | | | | | |

| HUMAN RIGHTS | FIRST APPOINTED | 1ST TERM | 2ND TERM | 3RD TERM | UP FOR REAPPOINTMENT |
|---|---|---|---|---|---|
| Jennifer Welvaert Chairperson | 05-15-17 | 05-15-17 to 12-31-19 | 02-03-20 to 12-31-22 | | **12-31-22** |
| Sarah Carlson Vice Chairperson | 02-05-18 | 02-05-18 to 12-31-20 | 02-01-2021 to 12-31-23 | | **12-31-23** |
| Celi Haga | 02-05-18 | 02-05-18 to 12-31-20 | 02-01-21 to 12-31-23 | | **12-31-23** |
| Seth Spreadbury | 02-25-19 | 02-25-19 to 12-31-21 | | | **12-31-21** |
| Hanne Sandison | 02-21-21 | 02-01-21 to 12-31-23 | | | **12-31-23** |
| Martin Hubbard | 02-01-21 | 02-01-21 to 12-31-23 | | | **12-31-23** |
| Eder Castillo | 02-01-21 | 02-01-21 to 12-31-23 | | | **12-31-23** |
| Sienna White (16-20 Age Group – 1 yr. | 02-01-21 | 02-01-21 to 12-31-21 | | | **12-31-21** |
| Lisa White Alternate #1 | 02-05-18 | 02-05-18 to 12-31-20 | 02-01-21 to 12-31-23 | | **12-31-23** |
| Donta Hughes Alternate #2 | 02-01-21 | 02-01-21 to 12-31-23 | | | |
| 10 members (7 adult /1 youth age 16 to 20) and 2 Alternates | | | | | |

| HERITAGE PRESERVATION | FIRST APPOINTED | 1ST TER | 2ND TERM | 3RD TERM | UP FOR REAPPOINTMENT |
|---|---|---|---|---|---|
| Russell St. John Chairperson | 03-20-17 | 03-20-17 to 12-31-19 | 02-03-20 to 12-31-22 | | **12-31-22** |
| Kristine Kohman Vice Chairperson | 02-01-16 | 02-01-16 to 12-31-18 | 02-25-19 to 12-31-21 | | **12-31-21** |
| Gregg Davies | 02-01-16 | 02-01-16 to 12-31-18 | 02-25-19 to 12-31-21 | | **12-31-21** |
| Scott Welvaert | 05-15-17 | 05-15-17 to 12-31-19 | 02-03-20 to 12-31-22 | | **12-31-22** |
| Steve Mueller | 02-25-19 | 02-25-19 to 12-31-21 | | | **12-31-21** |
| James Pleis | 02-03-20 | 02-03-20 to 12-31-22 | | | **12-31-22** |
| | | | | | |

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## I. INTRODUCTION

Today, more than ever, the public is demanding a greater voice in the determination of policies and operating procedures for all levels of government. The City of Chaska, for this reason, has established a number of standing Commissions to review City programs and community problems. Such "vehicles" allow greater community participation and input into your local government and facilitates higher quality decisions. This handbook for Commission members has been prepared to present a statement of the policies and guidelines which govern the role, operation, and responsibility of the City's Commissions.

This handbook will initially provide Commission members with a brief profile of the City of Chaska in order to furnish members with basic perspectives on the background of their City. General operation guidelines for all City Commissions are covered, followed by a synopsis of the specific responsibilities of each. Section IV outlines the responsibilities of members of City Commissions, while the following section discusses the very important concept of the role and authority of City Commissions. These guidelines will aid Commission members in their voluntary efforts for the community.

## II. PROFILE OF CHASKA

The City of Chaska, located approximately 20 miles southwest of downtown Minneapolis, is located along the new four-lane 212 Freeway corridor, which stretches southwest of 494, the belt-way around the core of the Twin Cities Metropolitan Area. Opening in 2008, the 212 Freeway provides 10-minute access to Interstate 494, a 20-minute expressway to the Minneapolis-St. Paul International Airport, and a 25-minute connection to downtown Minneapolis. The extension of the freeway has opened up for development over 400 acres of land in the City of Chaska, which the City has guided for Corporate-Industrial development.

With a population of approximately 27,692, the City of Chaska has been in existence since 1851, just prior to when Minnesota became a State. With the mission "To Be The Best Small Town in Minnesota", Chaska has always been a community that has stressed the development of a balanced mixture of jobs, housing, and commercial development, to truly create a place that is not just another metropolitan suburb, but a community that is self-sustaining. For this reason, Chaska has been named to Money Magazine's list of the "Best Places to Live" in the United States.

Throughout its 169-year history, Chaska has always been an industrious place. Originally home to both the brick-making and sugar production industries; Chaska has over the years transformed itself into a major job center, including some of the most recognizable high-tech and biomedical companies. Currently the City of Chaska has four industrial parks, with one currently under development. Throughout the community, Chaska has approximately 12,962 jobs, with just over 10,228 households.

When a business locates in Chaska, they will also find that there are plenty of reasons to stay due to the amenities and services the community is able to provide. From a utility perspective, the City of Chaska owns its own Electric Utility. This has been an advantage to businesses in the community, both from Chaska Electric's ability to provide very reliable electric service, as well as affordable service. Traditionally, Chaska Electric has outperformed its main competitor Xcel, both in reliability and price. At the same time, the City of Chaska provides a good value on our Water and Sewer Utility. Finally, the City of Chaska does provide alternative options for information technology, having its own Internet service, providing fiber, wireless line-of-site and

residential wi-fi services in the community. Besides these services, Chaska also has a Police and Fire Department, an award-winning Community Center, and two municipal Golf Courses, one of which has co-hosted several major golf championships with Hazeltine National, which is also located in the community. The City of Chaska is able to provide all of these services while still being the 3rd lowest of all municipalities in the Twin Cities for our City tax levy per capita.

While Chaska is good for businesses, we also feel that Chaska provides a great quality of life for its residents. Besides promoting a well-diversified stock of housing, ranging from work-force housing all the way to large single-family homes, Chaska also is home to a high-quality school district, as well as several private elementary, middle, and high school programs. Chaska provides great recreational opportunities, boasting some of the best golf courses in the State; including the City-owned executive Par 30, and the Chaska Town Course, and Hazeltine National Golf Course, which has hosted the U.S. Open and PGA Championships, and hosted the Ryder Cup in 2016. In addition, residents are able to take advantage of the nearly 50-miles of off-road trails in the City. The Chaska Community Center has been an award-winning facility, that provides residents with recreational services including pools, gyms, a fitness center, ice rinks, racquetball, indoor track, as well as an art gallery, theater, community meeting space, preschool and daycare, and a Senior Center. Chaska also provides its residents with a wide variety of retail uses in the community, stretching from the boutique shops and restaurants of its historic downtown commercial district, all the way to our larger shopping centers that include such uses as Super Target, Kohls and Home Depot. In addition to being able to provide opportunities within its borders, Chaska is well-connected to the rest of the Twin Cities area, providing quick access to such regional amenities as the Mall of America, professional sports with the Twins, Vikings, Timberwolves, and Wild, as well as many art museums, live theater and entertainment venues located across the metro area.

So, whether one is locating a business or relocating their family, Chaska has many reasons why this is a great place to call home!

## III. CITY GOVERNMENT

### A. Elected Officials

The City of Chaska is governed by a five (5) member City Council consisting of a Councilmember-at-Large (Mayor) and four (4) Councilmembers, one from each ward. The Mayor is elected every two (2) years, and two of the four Councilmembers are elected every two (2) years to four (4) year terms. Regular meetings of the City Council are held at 7:00 p.m. on the first, third and, if there is a fifth, Monday of each month in the Council Chambers of City Hall at One City Hall Plaza and/or by a virtual platform called Zoom. If a regularly scheduled meeting falls on a legal holiday, the meeting is normally held at the same hour on the next Monday.

Chaska is a Statutory City and operates under the Council-Manager form of government. The City Council is the governing body of the City and possesses various legislative powers. They may exercise all the regulatory and corporate powers of a municipal corporation provided under State law.

City Council members are not full-time officials and retain their positions in their chosen professions or avocations. The Council appoints a City Administrator to be its chief administrative officer and invests in him/her the responsibility of managing the day-to-day affairs of the City. The Council-Manager form of government has attained recognition as being the provider of the best full-time professional services in City administration when combined with the finest talents the community has to offer in its locally elected officials.

### B. Appointed Officer

The following officer is appointed by the City Council:

**CITY ADMINISTRATOR / CLERK**

The City Administrator serves as the Chief Executive Officer of the City with authority and responsibility to plan, direct and control the administration of City affairs.

### C. General Offices

The general offices of the City of Chaska are located at City Hall. Here all files, records, and accounts for all City departments are kept. Vouchers for payment of all bids are prepared and billings for various utility services are made up and sent out from these offices.

### D. City Department Heads

Operating departments are responsible to, and report to, the City Administrator through established policies of the City Council. The City Administrator selects and hires the Department Heads.

**DIRECTOR OF PLANNING AND DEVELOPMENT**

The Director of Planning and Development performs responsible and independent professional work related to land use planning and development plan review, administering implementation of the City's Zoning, Subdivision and Comprehensive Plan consistent with City policies.

## CITY ENGINEER

The City Engineer plans, directs, and supervises the implementation of community infrastructure improvement activities, providing engineering expertise and monitoring the activities with the City's Consulting Engineer to assure compliance with City policies and guidelines.

## SUPERINTENDENT OF UTILITIES

Water

The Municipal Waterworks System, serving 98% of the developed area of the City, has approximately 7,362 customers.

The system has six wells, 4 of them pumping an average of 1,800 gallons per minute; 2 of them pumping an average of 900 gallons per minute a modern water treatment and iron and magnesium removal plant; and three elevated storage tanks and one ground storage tank with a total capacity of 4 million gallons.

Sewer

The Municipal Sewer System, serving 98% of the developed area of the City, has approximately 7,186 customers. Sewage treatment is provided by the Metropolitan Council Environmental Services (MCES) by its plant at Chaska. The City pays its proportionate share of treatment cost in the metro area to the MCES.

Rates and charges for both the water and sewer system have been established which produce revenue sufficient to operate the system without the necessity of ad valorem tax levies.

## SUPERINTENDENT OF PUBLIC WORKS

The Public Works Superintendent plans, manages and coordinates the Public Works' functions and activities to provide the required level of services to meet City requirements. He/she participates with the City Administrator and other City Department Heads in establishing plans, goals, objectives and budgets for Public Works' activities in accordance with established guidelines and objectives.

a. Public Works Department

Maintenance of all City streets, storm sewers, and parks is provided by the Public Works Department. This involves street signing, snow removal from all public thoroughfares, sanding and repairing of streets. The department has eleven full time men, a secretary (shared by Public Utilities and Public Works) and a full range of street maintenance equipment. New streets which are not part of the major street circulation plan of the City are paid for by the land developers. Street maintenance is financed out of the general fund.

## TOWN COURSE PRO

The Town Course is supervised by the Head Golf Professional. He has three Assistant Professionals. The Town Course is funded through the Town Course Enterprise Fund.
Golf Course Maintenance

The City of Chaska owns and operates two golf courses. One is a nine-hole, Par 30 course and the other is an 18-hole Town Course championship course. Maintenance of the two public courses is provided by a Superintendent and his four assistants.

## PARKS AND RECREATION DIRECTOR

The Parks and Recreation Director plans and coordinates the development and implementation of programs, activities, and park and recreation facilities to meet the leisure needs of the City and associated community.

Participates with the City Administrator and the Parks, Recreation, Natural Resources and Arts Commission in planning the policies, goals, objectives and budgets for the City parks, Community Center and recreation programs to meet identified needs.

## CHIEF OF POLICE

Provides leadership for law enforcement, public services and crime prevention in the City of Chaska. Participates with the City Administrator and other City Department Heads in planning goals, objectives and budgets for the operation of the Police Department.

a. Police Department

The Chaska Police Department provides twenty-four hour police services of the City. The police station is located in City Hall. The department consists of 27 sworn police officers-including a chief, deputy chief, 2 lieutenants, 4 sergeants, 3 detectives, 2 school resource officers, a community partnership officer, and 13 patrol officers. Non-sworn staff include a community service officer manager, three full time community services officers, office manager, records clerk, and a part-time evidence clerk. The City does not maintain a jail but uses the County jail facilities located in the Carver County Courthouse four blocks east of City Hall.

The Police Department is responsible to preserve order, enforce the laws of the City, preserve the peace, aid in the case of disaster or accident, and coordinates animal control functions within the corporate City limits.

## FIRE CHIEF

The Fire Chief is a full-time appointed position since 2013.

a. Fire Department

The City is served by a 44-member volunteer Fire Department. The fire station is located at 285 Engler Boulevard, 1/3 mile west of State Highway 41. Fire fighting vehicles consists of Command Tahoe's, two grass rigs, two pumpers, 100-foot aerial ladder truck, one tanker, two pick-ups, 1901 horse drawn hand pumper, 1926 restored Studebaker Fire Truck, and a 1934 restored Chevrolet Fire Truck. Property in the City is given a Class 4 fire insurance rating. The department provides fire protection to persons outside the City by contract and has mutual aid agreements with neighboring Fire Departments.

## ELECTRICAL DIRECTOR

The Electrical Director plans, coordinates and manages the operation of the Electric Department to provide utility services and utility operating profits in accordance with City policies and guidelines.

The City owns and operates its own electric distribution system, purchasing electricity from the Minnesota Municipal Power Agency. The electric distribution system has a net position over $32.4 million and services approximately 10,650 meters.

## ADMINISTRATIVE SERVICES DIRECTOR

The Administrative Services Director is responsible for the Accounts Payable, Assistant Finance Director, Payroll, Accounting, Utility Billing, Customer Services, and the IT Departments.

## IV. GENERAL OPERATING GUIDELINES FOR CITY COMMISSIONS

For the purpose of this handbook, the term "Commission" includes those permanent standing committees that have been authorized by the City Council to perform functions pursuant to City and State law. At the present time, the City of Chaska has the following Commissions:

- Planning Commission
- Parks Recreation, Natural Resources and Arts Commission
- Human Rights Commission
- Heritage Preservation Commission

The following is a summary of the general operation guidelines for City Commissions:

### A. Membership, Appointment, and Terms of Office

The Mayor, subject to the approval of the City Council, appoints members. Applications for appointment are accepted by the City Clerk's office throughout the year from interested residents of the City. All vacant positions are advertised in the local media to the greatest extent possible prior to filling the position.

In order to provide continuity in Commission memberships, the members' terms of office are staggered, and all voting members appointed must be City residents.

It is expected that all Commission members will attend all regularly scheduled meetings. A Commission member may be removed from office by vote of the City Council for cause including repeated consecutive absences without reasonable excuse, inefficiency, neglect of duty, or malfeasance in office.

Commissions assist the Council in framing policy and making law. They recommend to the Council on matters within their respective fields.

### B. Commission Organization and Operating Procedures

All City Commissions have a chairperson, vice-chairperson, and other appropriate officers appointed annually by City Council. The written agenda for all Commission meetings is prepared in advance by City staff. It is the responsibility of each chairperson, or his/her designated agent, to ensure that agenda items are handled expeditiously. Copies of the agenda are to be made available to the public and staff. The Commission meetings should allow for public comment on those agenda items when such input will contribute to consideration of the matter before the Commission.

Minutes must be taken of every regular and special meeting. Each Commissioner must review and approve the minutes of all meetings. Minutes, once approved, shall be sent to the City Council for their information and review.

All Commissions must meet on a regular basis. No business may be transacted if a quorum of the membership is not present. All actions taken by Commissions must be based on a majority vote.

### C. Compensation

Commission members serve without compensation but may be reimbursed actual expenses incurred in the performance of official City duties.

### D. City Code

In order to best serve the interests of the public, all members of City Commissions are expected to closely study those sections of the City Code and/or Minnesota Statutes which are applicable to their respective Commission. Knowledge of the law in both of these documents is imperative during any decision-making process. Copies of the City Code are available on our City website and in all City departments while a copy of the Minnesota Statutes is available on line and at City Hall.

Open meeting laws and conflict of interest laws have been passed by the State Legislature, and members of all Commissions must become familiar with both.

## V. ROLE AND AUTHORITY OF CITY COMMISSIONS

The primary role of City Commissions is to provide for increased public input and citizen participation in the determination of City policies and procedures.

Except as provided by the Minnesota Statutes, Commissions review and make recommendations to the City Council on matters within their scope of responsibility as defined in the City Code and in the Statutes. They perform as a citizen advisory arm of the City Council, focusing attention on specific program areas of the City. Most importantly, these bodies serve as vehicles for public input into City programs and policies. On specific matters referred by the City Council, the Commission serves as an important reviewing body of the City. By City Code provisions, Commissions must not become involved in the administration or operation of City departments. Commission members may not direct administrative staff to initiate programs, conduct major studies, or establish official policy without the approval of the City Council and/or City Administrator. City staff assigned as liaison to Commissions are available to provide general staff assistance. This includes preparation of agenda material, and general review of department programs and activities.

Commissions do not establish department work programs or determine department program priorities. Commissions are not legislative bodies, but rather perform in an advisory capacity except otherwise provided by law. The responsibility of allocating public funds properly rests with the City's elected representatives and cannot be delegated to an outside group.

Commissions generally do not become involved in reviewing or making specific recommendations on a department's operating budget. Commissions, however, are encouraged to annually review and comment on relevant department programs as they affect the community. If Commissions have questions or are concerned with particular issues, the City Administrator should be contacted to review the matter. In this area, the City staff liaison may be utilized to facilitate the communication channel.

## VI. COMMISSIONS

### A. ECONOMIC DEVELOPMENT AUTHORITY

The City Council in 1971 established a Housing and Redevelopment Authority that was composed of 5 members serving 5-year terms. The purpose of the Housing and Redevelopment Authority was to provide adequate housing and to clear and redevelop blighted areas. A "blighted area" means an area with buildings or improvements which are detrimental to the safety, health, morals or welfare of the community. In 1987 the Chaska City Council transferred the powers of the Housing and Redevelopment Authority to the Chaska Economic Development Authority. The purpose of the transfer of power was to take advantage of a broad list of powers that an Economic Development Authority is granted under State statute. The broadest purposes of an Economic Development Authority are as follows:

1. Make land suitable and available for economic development uses and purposes, and to encourage the location or expansion of economic development facilities.

2. Actively promote, attract, encourage and develop economically sound industry and commerce through governmental action for the purposes of preventing the emergence of blighted and marginal lands in areas of chronic unemployment. In essence, these are industrial development purposes which are necessary to encourage economic development.

The Chaska Economic Development Authority power lies with a Board of Commissioners. The Chaska City Council serves as the Economic Development Authority's Board of Commissioners and their terms correspond with the terms of the City Council. The Mayor serves as the President of the Board, and the City Administrator serves as the Executive Director of the Authority. Economic Development Authority meetings are generally held after the regular Chaska City Council meetings.

### B. PLANNING COMMISSION

The Planning Commission as outlined in Chapter 2 of the City Code is composed of seven (7) regular members appointed by the City Council to serve staggered three (3) year terms, and a maximum of two (2) alternates which are designated Alternates One (1) and Two (2). In the absence of a regular member, Alternate One shall assume the seat of the absent regular member. If a second regular member is also absent, Alternate Two shall assume the seat of the second absent regular member. Alternate Two shall be the first Alternate in the absence of Alternate One. In each case, the Alternate assuming the regular member's seat shall have all the powers including, but not limited to, voting powers of the regular members.

Alternates are encouraged to attend all meetings and participate in discussions of all planning cases. The Commission holds a regular meeting on the second Wednesday of each month at 7:00 pm and any additional special meetings as required. The meetings are held in the Council Chambers, Chaska City Hall at One City Hall Plaza, Chaska, Minnesota and/or by a virtual platform called Zoom. This body has the following scope of responsibility in making recommendations to the Chaska City Council:

1. Act as the City's Planning Agency in accordance with Minnesota Statutes, and in this capacity formulate and recommend to the City Council a long-term comprehensive plan for development within the City and coordinate with the County and respective townships such plans for any land outside of the City which, in the opinion of the Commission, bears a relation to the planning of the City, and to make changes in, additions to, or extensions of such plan.

2. Hold hearings to consider amendments to the a) Comprehensive Plan; and, b) Zoning Ordinance and Zoning Map prior to submitting a recommendation to the City Council.

a. Comprehensive Plan is the primary planning document for the community. This is the plan on which all planning-related regulatory ordinances are based. Such regulatory ordinances include the Zoning Ordinance, Subdivision Ordinance and the Official Map.

(Note: The Official Map is often mistaken for the Official Zoning Map, but it is not related. The Official Map is a legal document which identifies rights-of-way for future streets and other public facilities, which may be based on actual surveys. Lands being subdivided and developed must recognize and respect the rights-of-way established on the Official Map.)

b. Zoning Ordinance, consisting of a text and a map, regulates the use of land. The text contains the regulations, and the map shows the location of the land use zones or districts within the boundaries of the community.

i) The Subdivision Ordinance establishes regulations for the division and development of land but does not require a public hearing. Standards are set for lot and street design, drainage, park dedication, required improvements and similar concerns. The Subdivision of land must be coordinated with the Zoning Ordinance and the Official Map.

3. Hold public hearings to review and make recommendations on development proposals, rezoning, subdivisions, conditional use permits and variances.

4. State Statute requires public hearings in the interest of ensuring "due process" for affected property owners. Procedural due process means that all parties to the proceedings are treated fairly and equally, that all the necessary information is available to all parties, and that the petitioner and all citizens have a right to have their views and arguments heard.

Due Process procedures include:

a. Notice: ten days prior notice of public hearings sent to persons within a specified distance of the affected property and published in the official newspaper,
b. The opportunity to be heard,
c. Findings of fact,
d. No conflict of interest,
e. Prompt decisions, and
f. Records of the proceedings (minutes of the meeting).

5. Review Site and Building plans to ensure conformance with City regulations.

6. Make careful and comprehensive surveys and studies of the present conditions and prospective future growth of the territory under its jurisdiction.

7. Review the capital improvement program of the City to ensure conformance with the adopted comprehensive plan.

8. Promote public interest in, and understanding of, the plans prepared by the Commission or its designated agent, and to that end publish and distribute copies of its proposed plans or any report relative thereto.

9. Planning Commission proceedings are conducted in accordance with Robert's Rules of Order to provide for standard procedures, avoid confusion, ensure a fair hearing for everyone, and to protect citizens' rights.

**Terms.**

The members of the Planning Commission shall be appointed for three (3) year terms, and each member shall be eligible to serve for three (3) consecutive terms. Said terms shall be staggered. Additional terms may be served by a Commissioner if sufficient applications are not received by interested residents. Vacancies shall be addressed per Section 15 below. The term of a Commissioner may be terminated per information below.

**Vacancies.**

All vacancies during the term of any member of the Planning Commission shall be filled by the City Council for the unexpired portion of the term. Any unexpired term shall be considered the appointee's first term with an eligibility of two (2) additional consecutive three (3) year terms. (Ord. No.171, Sec. 2, 6/21/65; Ord. No.602, Sec. 2, 6/17/96)

**No compensation.**

All members of the Planning Commission shall serve without compensation. (Ord. No.171, Sec. 2, 6/21/65)

**Vacation of office; removal from office.**

(a) Vacation of office. Except as hereinafter provided, any member missing three (3) consecutive regularly scheduled monthly meetings or any four (4) regularly scheduled monthly meeting in anyone calendar year shall have automatically vacated said office and the City Council shall fill said vacancies as soon thereafter as practicable pursuant to Section 15 hereof.

(b) Leave of absence. The vacation of office provision provided in (a) above shall not apply to a member who, because of serious illness, accident, or family emergency is prevented from attending meetings and who has applied for and obtained a leave of absence granted by the City Council, which leave of absence shall not exceed six (6) months.

(c) Temporary appointment. The City Council, in the event of a grant of a leave of absence as above provided may, in order to provide continuity and experience on the Commission until the end of the leave of absence or six (6) month period, appoint a previous member of the Planning Commission or City Council "temporary appointee" who is willing to act, to serve on behalf of and in place of said absent member during such member's absence. Said temporary appointee shall, for all purposes, be considered the last appointed alternate.

(d) Removal. Members of the Planning Commission may be removed for cause by a two-thirds (2/3) vote of the City Council. (Ord No.171, Sec. 2, 6/21/65; Ord. No.246, Sec. 1, 4/18177; Ord. No.647, Sec..1, 11/30/98)

**Officers designated; terms; duties.**

At its first meeting in January of each year the City Council shall appoint from the membership of the Planning Commission a Chairperson and Vice-Chairperson. The officers shall take office immediately following their appointment and shall hold office for a term of one (1) year and until their successors are appointed and assume office. The Chairperson shall preside at all meetings, appoint committees and perform such other duties as may be ordered by the Commission. The Vice-Chairperson shall act in the capacity of the Chairperson in the absence of the Chairperson. In the event the office of the Chairperson becomes vacant, the Vice-Chairperson shall succeed to this office for the unexpired term and the City Council shall appoint a successor to the office of the Vice-Chairperson for the unexpired term. (Ord. No. 171, Sec. 3, 6/21/65; Ord. No.602, Sec. 2, 6/17/96)

**Meetings.**

The Planning Commission shall hold at least one (1) regular meeting each month. (Ord. No.171, Sec. 4, 6121/65)

**DUTIES**

**Reports.**

On or before January 1st of each year the Planning Commission shall submit to the City Council a report of its work during the preceding year. (Ord. No.171, Sec. 4, 6/21/65)

**Adoption of rules; records.**

The Planning Commission shall adopt rules for the transaction of business and shall keep a record of its resolutions, transactions and findings, which record shall be a public record. (Ord. No.171, Sec. 4, 6/21/65)

**Expenditures to be within budget.**

All expenditures of the Planning Commission shall be within amounts appropriated for the purpose by the City Council. (Ord, No.171, Sec. 4, 6/21/65)

**Adoption of program of work.**

(a) Upon the appointment and organization of the Planning Commission it shall proceed with the preparation and adoption of a resolution of a program of work outlining activities proposed to be undertaken in the exercise of its powers and the performance of its duties. Such a program will include:

(1) An outline of data and information to be assembled as a basis for the City plan;

(2) (2) An outline of subjects to be covered by the City plan; and

(3) An outline of types of procedure necessary to make the City plan effective.

(b) The City Planning Commission may, by resolution, revise its program of work from time to time. (Ord. No.171, Sec. 5, 6/21/65)

**Preparation of City Plan.**

It shall be the function and duty of the Planning Commission to prepare and adopt a Comprehensive City Plan for the physical development of the City including proposed public buildings, street arrangements and improvements, public utility services, parks, playgrounds, and other similar developments, the use of property, the density of population, and other matters relating to the physical development of the City .Such plan may be prepared in sections, each of which shall relate to a major subject of the plan as outlined in the Planning Commission's program of work. (Ord. No.171, Sec. 6, 6/21/65)

**Procedure for adoption of plan.**

Before adopting the City plan, or any section of it, or any substantial amendment thereof, the Planning Commission shall hold at least one (1) public hearing thereon, notice of time and place of which shall be given by publication in the official newspaper of the City at least ten (10) days before the day of the hearing. The adoption of the City plan or of any section or amendment thereof by the Planning Commission shall be by resolution of the Commission approved by the affirmative votes of not less than two thirds (2/3) of its total membership. The Planning Commission may, from time to time, amend or add to the City plan or any section thereof, as provided for the adoption of the original plan, whenever changed conditions or further studies by the Commission indicate that such amendment or addition is necessary. An attested copy of the plan or of any section, amendment or addition to the City plan, adopted by the Planning Commission shall be recommended to the City Council. If approved by a majority of the City Council, the plan shall be certified and become the Comprehensive Plan, or an addition or amendment thereto, as the case may be, of the City. (Ord. No.171, Sec. 7, 6/21/65)

**Means of executing plan.**

(a) Upon the approval by the City Council of the City plan or any section thereof, it shall be the duty of the Planning Commission to recommend to the City Council reasonable and practicable means for putting into effect such plan or section thereof in order that the same will serve as a pattern and guide for the orderly physical development of the City and as a basis for the efficient expenditure of the funds thereof relating to the subjects of such City plans.

(b) Such means shall consist of a zoning plan, the control of subdivision plans, a plan of future streets, coordination of the normal public improvements of the City, long-term program of capital expenditures, and such other matters as will accomplish the purposes of this section. (Ord. No, 171, Sec. 8, 6/21 /65)

**Zoning regulations.**

The Planning Commission, upon its own motion may, and upon instructions by the City Council shall, prepare revised zoning regulations for the City. Before recommending such regulations to the City Council the Planning Commission shall hold at least one (1) public hearing thereon after giving notice thereof as required by this chapter for the adoption of the City plan. The same procedure shall apply for the preparation of any plan of proposed rights-of-

way for future public streets or highways, or for the reservation of lands for other public purposes. (Ord. No.171, Sec. 9, 6/21/65)

**Official map of street extension.**

The Planning Commission, with the assistance of the City Engineer may, and upon instructions by the City Council shall, prepare an official map of the platted and unplatted portions of the City and adjoining territory or portions thereof, indicating upon such map the proposed future extensions or widening of major public streets of the City within such existing platted and developed territory or across such unplatted territory .After such map has been prepared and a hearing on it has been held as provided in this chapter, it shall be submitted to the City Council which shall thereupon consider such map. The City Council may adopt the map, or any part of it, with such amendments as the City Council deems advisable. Before such adoption by the City Council a public hearing shall be held upon the proposal at least ten (10) days after a notice thereof has been published in the official newspaper of the City. After such map has been adopted by the City Council and filed with the Register of Deeds, whenever any existing public street or highway is widened or improved or any new public street is opened, or lands for other purposes are acquired by action of the City, it shall not be required in such proceedings to pay for any building or structure placed without a permit or in violation of conditions of a permit after the filing of such map within the limits of the mapped street or outside of any building line that may have been established upon the existing public street or within any area thus reserved for public purposes. (Ord. No.171, Sec. 10, 6/21/65)

**Procedure for changes.**

No change shall be made in the zoning regulations, future street and public lands plan, or regulations governing the platting of land after such plans or regulations have been adopted by the City Council, until the proposed change has been referred to the Planning Commission for report thereon and a copy of such report has been filed with the City Council. No ordinance or resolution establishing any such plans or specifications shall be adopted by the City Council until such ordinance or resolution has been referred to the Planning Commission for a report thereon and a copy of such report has been filed with the City Council. Failure of the Planning Commission to report within forty (40) days or such period as may be designated by the Council after such reference shall be deemed to be approval of the Planning Commission of the proposed change. (Ord. No.171, Sec. 11' 6/21/65)

**Submission of list of recommended public works.**

Each Officer, Department, Board or Commission of or in the City, whose functions include recommending, preparing plans for, or construction of public works shall, at least three (3) months before the end of each fiscal year, submit to the Planning Commission a list of the proposed public works recommended by such Officer, Department, Board of Commission for planning, initiation or construction during the ensuing fiscal year. The Planning Commission shall require from the local school district a similar list of its proposed public works. The Planning Commission shall list and classify in accordance with the Chaska Comprehensive Plan all such proposed public works and shall prepare a coordinated program of proposed public works for the ensuing fiscal year. Such program shall be recommended by the Planning Commission to the City Council and to such other Officers, Departments, Boards or public bodies as have jurisdiction over the recommending, planning or constructing of such public works. A copy of such recommended program of public works shall be included in the annual report of the Planning Commission provided for in this chapter.

## C. PARKS AND RECREATION BOARD

**Established.**

There is hereby created and established in the City a Commission to be known as the Parks, Recreation, Natural Resources and Arts Commission. (Ord. No.460, Sec. 1, 12/4/89)

**Composition; appointment of members; residence restrictions.**

(a) The Board created by this article shall consist of ten (10) members which ten (10) members shall consist of nine (9) adult members being over the age of 20 at the time of their appointment and one (1) youth who shall be over the age of 16 and under the age of 20 at the time of appointment.

(b) The City Council shall appoint to the Board qualified residents of the City who are willing to serve as members of the Board. Any members missing three (3) consecutive regularly scheduled monthly meetings or any four (4) regularly scheduled monthly meetings in any one calendar year shall have automatically vacated said office and the City Council shall fill said vacancies as soon thereafter as practicable. (Ord. No. 70, Sec. 17, 02-02-04.)

**Ex officio members.**

In addition to the members of the Commission described in Section 2.42.030 of Chapter 2, the Park and Recreation Director shall serve as an ex officio member of the Parks, Recreation, Natural Resources and Arts Commission. However, said Director shall not have the right to vote on a matter. (Ord. No.460, Sec. 3, 12/4/89, Ord. No. 760, Art. II, Secs. 17 & 18/02-02-04)

**Terms of office.**

The members of the **Parks and Recreation Board** shall be appointed for three (3) year terms, and each member shall be eligible to serve for three (3) consecutive terms. Said terms shall be staggered. Additional terms may be served by a Commissioner if sufficient applications are not received by interested residents. Vacancies shall be filled by the City Council within sixty (60) days of the vacancy occurring. The term of a Commissioner may be terminated, and a new member appointed in the event the Commissioner fails to attend any three (3) consecutive meetings or in the event of failure to attend any four (4) meetings in any twelve (12) month period. The Youth Member shall be appointed to a one (1) year term.

(Ord. No.191, Sec. 2, 11/11/69; Ord. No. 191.1, Sec. 1, 12/14/71, Ord. No. 760, Art. II, Sec. 19/02-02-04; Ord. No. 846 12-20-10)

**Members to serve without compensation.**

The members of the Board created by this article shall serve without compensation but shall be allowed reasonable expenses as authorized by the City Council. (Ord. No. 191, Sec. 1, 11/11/69)

**Vacancies.**

Vacancies on the Parks and Recreation Board shall be filled in the same manner as the original appointments are made for the unexpired portion of the term vacated. Any unexpired term shall be considered the appointees first term with an eligibility of two (2) additional consecutive three (3) year terms, (a total of nine (9) years). (Ord. No.191, Sec. 2, 11/11/69; Ord. No. 191.1, Sec. 1, 12/14/71; Ord. No.602, Sec. 1, 6/17/96)

**Oaths required.**

Every appointed member of the Parks and Recreation Board shall, before entering upon the discharge of his duties, take an oath that he will faithfully discharge the duties of his office. (Ord. No.191, Sec. 2, 11/11/69; Ord. No. 191.1, Sec. 1, 12/14/71)

**Officers designated; terms; duties.**

At its first meeting in January of each year, the City Council shall appoint from the membership of the Parks and Recreation Board a Chairperson and Vice-Chairperson. The officers shall take office immediately following their appointment and shall hold office for a term of one (1) year and until their successors are appointed and assume office. The Chairperson shall preside at all meetings, appoint committees and perform such other duties as may be ordered by the Board. The Vice-Chairperson shall act in the capacity of the Chairperson in the absence of the Chairperson. In the event the office of the Chairperson becomes vacant, the Vice-Chairperson shall succeed to this office for the unexpired term and the City Council shall appoint a successor to the office of the Vice-Chairperson for the unexpired term. (Ord. No. 191, Sec. 2, 11/11/69; Ord. No. 191.1, Sec. 1, 12/14/71; Ord. No. 602, Sec. 1, 6/17/96)

**Quorum.**

Five (5) members of the Parks and Recreation Board present at a regular or special meeting of the Board shall constitute a quorum. (Ord. No. 191, Sec. 5, 11/11/69)

**Meetings.**

The Parks and Recreation Board shall meet at least once each month. (Ord. No. 191, Sec. 5, 11/11/69)

**Removal.**

Members of the Board created by this article maybe removed by a two-thirds (2/3) vote of the City Council. (Ord. No. 191, Sec. 4, 11/11/69; Ord. No. 460, Sec. 4, 12/4/89)

**Organization.**

Immediately following appointment, acceptance and qualification, all members of the Board shall meet and adopt such rules, bylaws, and regulations for the conduct of its work as it deems necessary and advisable. (Ord. No. 191, Sec. 5, 11/11/69; Ord. No. 460, Sec. 5, 12/4/89; Ord. No. 602, Sec. 1, 6/17/96)

**Powers and duties of Commission.**

It shall be the duty of the Parks, Recreation, Natural Resources and Arts Commission to:

(a) Coordinate in conducting a public leisure and arts program for City residents and to that end advise in the provisions necessary for a comprehensive park, recreation, and artistic program.

(b) Advise the City as to the control, development, management, operation and maintenance of a system of parks and recreation areas now in existence or that may hereafter be acquired by the City;

(c) Advise the City to enter into agreements of a cooperative nature with other public and private agencies, organizations or individuals, when in the judgment of the Commission, such procedure would prove advantageous.

(d) Review plats and make recommendation to the City Council as it relates to the City's Comprehensive Park Plan and park dedication ordinance;

(e) Make recommendations to the City Council and Planning Commission concerning the property acquisitions needed or desired to complete a comprehensive parks and recreation system in the City;

(f) Render a full report to the City Council covering its operations for the preceding twelve (12) months at the close of each fiscal year;

(g) Make its recommendation and an estimate of the funds required for its work for the ensuing fiscal year on a timely basis;

(h) Render such other regular or special reports advisory recommendations or make such investigations as it deems advisable or as may be requested by the City Council;

(i) Coordinate existing leisure arts, cultural, historical, and special event organizations and groups; and

(j) Coordinate and establish policies for the administration of programming in the areas of leisure art, culture, historical and community special events.

There is hereby created and established in the City a Board to be known as the Parks and Recreation Board. (Ord. No. 191, Sec. 1, 11/11/69; Ord. No. 460, Sec. 7, 12/4/89)

# ORDINANCE SUMMARY

This is an attempt to summarize those questions most often asked as they relate to the City of Chaska parks ordinance. For a complete copy of the ordinance pertaining to park usage, please call the Chaska Department of Parks, Recreation and Arts at 448-3176 ext. 7.

The mention of "park" refers to any property owned by the City of Chaska which is used or intended to be used as park, recreation open space, trail or linear land, whether or not developed or undeveloped.

1. Park curfew is 10:00 p.m.

2. No motorized vehicles are allowed in the park system.

3. Swimming at the Fireman's park Clayhole beach is allowed only within the confines of the designated swimming area.

4. Watercraft may only be launched from locations specifically designated for such purposes.

5. No horses are allowed on city trails.

6. Camping is allowed by permit as issued by the Department of Parks, Recreation, and Arts.

7. Destruction of property and natural resources is forbidden.

8. Fires are not allowed except in grills provided for such purposes.

9. All waste and litter should be disposed of in trash receptacles or taken from the site by the park users.

10. Alcohol may be consumed in city parks. No alcohol may be sold in city parks except where allowed by a separate city ordinance.

11. The park shelter and/or kitchen is the space "reserved" for private usage by renting groups. All other park facilities (i.e. basketball hoops, volleyball pits, play equipment, etc...) are public property and may be utilized by others during park open hours. Private renters may not ask others to leave the park.

## D. HUMAN RIGHTS COMMISSION

The Human Rights Commission as outlined in Chapter 2 of the City Code is comprised of ten (10) regular members which eight (8) members shall consist of seven (7) adult members and one (1) youth member over the age of 16 and under the age of 20 at the time of appointment. In the absence of a regular member, Alternate One shall assume the seat of the absent regular member. If a second regular member is also absent, Alternate Two shall be the first alternate in the absence of Alternate One. In each case, the Alternate assuming the regular members' seat shall have all the powers including, but not limited to, voting powers of the regular members. Alternates are encouraged to attend all meetings and participate in all discussions.

The members of the Human Rights Commissioner shall be appointed for three (3) year terms, and each member shall be eligible to serve for three (3) consecutive terms. The Youth Member shall be appointed to a one (1) year term. Said terms shall be staggered. Additional terms may be served by a Commissioner if sufficient applications are not received by interested residents. The City Council will fill the vacancy within sixty (60) days of the vacancy occurring per Section 2.24.040 of Chapter 2 of the Code of Ordinances. The term of a Commissioner may be terminated, and a new member appointed in the event the Commissioner fails to attend any three (3) consecutive meetings or in the event of failure to attend any four (4) meetings in any twelve (12) month period. (Ord. No. 846, 12-20-10)

The Commission holds its regular meeting on the fourth Thursday of each month at 6:30 pm and any additional special meetings as required. The meetings are held at the Chaska City Hall, One City Hall Plaza, Chaska, Minnesota and/or by a virtual platform called Zoom .

The purpose of the Commission is to secure for all citizens, through education and prevention, equal opportunities for employment, housing, public information, public services, education, fair treatment, and full participation in affairs of the community. The Commission's mission is to proactively partner with government, businesses, educators, and religious organizations to promote a community of harmony and respect for the rights and dignity of all.

The duties of the Human Rights Commission are as follows:

A) Provide proactive leadership for short and long-range programs aimed at improving and maintaining positive human relations.

B) Formulate a human relations program for the City to give increased effectiveness and direction for the work of all individuals in the agencies addressing themselves to planning, policy making, and educational programming in the area of civil and human rights.

C) Be a conduit and a non-threatening place where individuals can go for advice concerning problems and referral for human rights issues.

D) Serve as a catalyst for better understanding and appreciation of our cultural differences, histories, and individual contributions to society and the City of Chaska.

E) Gather and disseminate to our partners and the citizens of Chaska the latest information on human rights issues and opportunities.

F) Continue development of a multicultural community, which will not tolerate acts of harassment and intolerance.

G) Recommend, communicate to the City Council, and encourage Community standards that respect diversity.

H) Promote acceptance and respect for individuals in an atmosphere of caring for others.

I) Advise the Mayor and City Council of human relations and civil rights programs and problems.

J) Render a full report to the City Council covering its operations for the preceding 12 months at the close of each calendar year.

K) Make a recommendation to the City Administrator for an estimate of funds required for its work for the ensuing fiscal year on a timely basis.

L) Render such other regular or special reports, or advisory recommendations as deemed necessary by the City Council.

## E. HERITAGE PRESERVATION COMMISSION

The Chaska Heritage Preservation Commission is created and charged with the stewardship of Chaska's heritage, preservation, protection, perpetuation, and use of areas, places, buildings, structures, and other objects having a special historical interest and value in the public interest and is required in the interest of the health, prosperity, safety, and welfare of the community.

The members of the Heritage Preservation Commission shall be appointed for three (3) year terms, and each member shall be eligible to serve for three (3) consecutive terms. Said terms shall be staggered. Additional terms may be served by a Commissioner if sufficient applications are not received by interested residents. Vacancies shall be filled by the City Council within sixty (60) days of the vacancy occurring. The term of a Commissioner may be terminated, and a new member appointed in the event the Commissioner fails to attend any three (3) consecutive meetings or in the event of failure to attend any four (4) meetings in any twelve (12) month period. (Ord. No. 846 12-20-10)

## VII. RESPONSIBILITIES OF COMMISSION MEMBERS

Selection as an active member of a City Commission provides an unusual opportunity for genuine public service. Although the specific duties of each of Chaska's advisory bodies vary widely with the purpose for which they are formed, there are certain responsibilities common to all Commission members. Following is a summary of the important responsibilities of members, and guidelines which will assist in maximizing members' contributions to the City.

- **Understand the Role and Scope of Responsibility of the Commission**

Commission members should become acquainted with the City programs within their group's scope of interest by consulting with relevant Department Heads responsible for their programs. However, the role of the Commission is to advise the City Council on specific program areas and related policies; not to establish City policy or administer City programs.

- **Be Careful to Properly Represent the Commission**

Individual members must not represent their own views or recommendations as those of the Commission unless the majority of the body has officially voted to approve such action. Commission members making recommendations or expressing views not approved by a majority of a Commission should indicate they are expressing themselves as private citizens. Individual opinions must be identified as such.

Public statements should contain no promises to the public that may be construed to be binding on the Commission, staff, or the City Council. When making a public statement, members should indicate that Commission actions are recommendations and that final action will be taken by the City Council. It should further be recognized that Commission members' statements and actions assume special significance, and if not responsibly discharged, could result in a situation detrimental to the City's best interests.

- **Be Concerned with the Entire Community**

Although Commission members may be selected, in part, on the basis of representing defined groups, in order to assure that all interests are voiced and considered upon appointment, each member should represent the overall public good and not that of an exclusive group or interest.

- **Keep Lines of Communication Open**

A Commissioner is in the unique position of serving as a liaison between the City and the general public and assisting in building a consensus around common goals and objectives. Thus, each member must serve as a communication link between the community and the City, explaining City programs and recommendations, as well as providing a channel for citizen expression. Inasmuch as this is indeed an extremely important communication role, common courtesy rather than public abuse is expected from both the public and Commission members. However, if problems arise "above and beyond the call of duty", they should be turned over to City staff.

- **Be Conscious of your Relationship with the City Council and City Staff**

Good relations with the City Council and City staff are necessary for the successful operation of any Commission. It is important that each Commission member respect the authority of those who, in the end, will be charged with the final responsibility for action taken by the City. To avoid placing City staff in a compromising position and to facilitate effective communications, it should be clear that your actions as a Commission member are done with the approval of the Commission as a whole body. Feel free to discuss any issues/concerns you may have with the City Administrator and/or Department Head.

- **Establish a Good Working Relationship with other Commission Members**

On many occasions, the success or failure of the efforts of a Commission member is dependent upon the degree of cooperation evident among the individual members of the body. Several important points that each Commission member should keep in mind in their relations with other members are:

1. Always show respect for the other individual's viewpoint.

2. Allow other members adequate time to present their views fully before making comments.

3. Be open and honest at all times.

4. Recognize new members and see that they are made welcome and receive assistance in becoming acquainted with their new duties.

5. Strive to minimize political action among members.

- **Participation in Political Activities**

Local government elections in Chaska are non-partisan. Council appointments to a City Commission are made without regard to political party affiliation. Acceptance of any appointment to a Commission does not in any manner restrict individual citizen participation in political activities of the individual's choosing at any level of government, be it local, State or Federal. Conversely, appointees should not use their appointed office or title in the conduct of such activity.

## VIII. LIMITATION OF TERMS FOR COMMISSION MEMBERS

The City Council views the limited number of positions for interested citizens to seek, on the City's Commissions, as an opportunity for involvement in their City government.

The City's intent is to offer the opportunity for all interested citizens to serve the City in the capacity of a Commission member. The mixture of experience with new ideas and philosophies are necessary ingredients to provide a strong, effective Commission.

The City wishes to encourage the continuation and growth of all Commissions, and the Council feels that this can be aided through the following policy regulating, to a certain extent, the limitation of terms for City Commission members:

1. No Commission member shall be encouraged to serve on that same Commission for a period greater than three full consecutive terms.

2. New, interested and qualified citizens will be encouraged to apply for positions on all City Commissions and will receive all due consideration when interviewed for said position.

3. All other things being equal, a newly interested citizen will receive favorable consideration over a citizen seeking a fourth consecutive Commission term.

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## IX. GUIDELINES FOR CITIZEN'S ADVISORY COMMITTEES

In addition to Commissions, which advise the City Council on general program areas of the City, the Council may also periodically establish special Citizen's Advisory Committees to study and review specific problems or issues. These "ad hoc" committees are much more limited in scope than regular Commissions. They usually have a relatively short life span and are disbanded after completing their specific study or report to the City Council. Some of these committees may also be associated with a permanent Commission.

The duties of Citizen's Advisory Committees are not specifically defined in the City Code. Instructions and areas of responsibilities are provided by the City Council. Members of Citizen's Advisory Committees are normally appointed by the Council for the duration of the committees' work.

Members of these committees should become familiar with the history, government, and administrative organization of the City in order to gain a perspective of their duties. Citizen's Advisory Committees are operated on an informal basis and it is not necessary to establish formal procedures. Each committee should elect a chairman and a vice-chairman. When necessary, City staff will be appointed to provide administrative assistance. Brief minutes should be taken at each meeting, and general parliamentary procedure should be followed. All actions taken by the committee are to be based on majority vote of those members constituting a quorum.

## X. CONCLUSION

It has been the purpose of this handbook to provide a brief, but hopefully useful, guide to your role as a Commission member. Further questions you might have concerning any aspect of your role and authority should be channeled directly to the Council and/or City Administrator through your staff liaison assigned to your Commission. Your active participation and expressed desire to assist in the governing process of this community is greatly appreciated by the City Council and City Management.

**WELCOME ABOARD**

**AND**

**GOOD LUCK**

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 02/22/2021

**Subject:** **Consider 2021 Employee Pay Classification and Benefits Plan**

Prepared By: Sarah Donovan, HR Manager

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**Background**
Since 1980, the City has had a Performance Pay Plan for its non-union employees. Under this Plan, employees are compensated based on their individual performances within an established salary range for their positions. Implementation of the Plan requires an annual review and update of the compensation ranges for the individual non-union positions.

One of two elements of the Performance Pay Plan is the Pay Classification Plan, which was adopted in 2017 primarily to comply with State mandated comparable worth.

The adopted Pay Classification Plan is based upon the following elements:

A. All positions are classified based on an internal comparison study. Based on this study, compensation ranges were established.

B. The compensation ranges for each position were compared to the average pay rate of each position in other metropolitan communities of similar size to Chaska. It is City policy that individual position rates would not be twenty percent (20%) higher or twenty percent (20%) lower than the average of the comparison cities.

C. Compensation ranges are adjusted by an inflation factor annually to reflect the cost of living and other market adjustments.

D. Compensation ranges are adjusted to ensure compliance with pay equity standards set by MN Statute 471.991-999 and MN Rules Chapter 3920.

<u>Non-Union Salaries</u>
Every year, staff adjusts the Pay Classification Plan with the inflation factor and then compares the plan with other metro cities of similar size. To adjust for market changes from 2020 to 2021, staff recommends a 1.5% cost of living increase in the compensation ranges which is consistent with the proposed 2021 union contracts.

In past years, implementation of the non-union Pay Classification Plan also requires the Council to adopt the Salary Adjustment Rate Chart which is used to determine annual increases for non-union employees based on their performance also known as the Pay for Performance plan. For 2021 we are pausing the pay for performance plan and just administering a straight 1.5% to all non-union employees on their anniversary date. This change is in line with the 2021 Budget approved by Council.

**Recommendation**

Staff is recommending the adoption of the 2021 Pay Classification Plan.

**CITY COUNCIL ACTION REQUESTED**

Motion to approve the 2021 Pay Classification Plan.

**CITY OF CHASKA 2021 FT PAY STRUCTURE**

| Grade | Job Title | HOURLY | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Zone C | | Zone B | | | Zone A | |
| | | Minimum | | | Midpoint | | | Maximum |
| 5 | Administrative Assistant I | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Greenskeeper I | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 6 | Custodian I | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Customer Service Representative | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 7 | Administration Clerk | $18.38 | $20.67 | $20.68 | $22.97 | $25.27 | $25.28 | $27.56 |
| 7 | Custodian II | $18.38 | $20.67 | $20.68 | $22.97 | $25.27 | $25.28 | $27.56 |
| 8 | Administrative Assistant II | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | AOA Specialist | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Building Maintenance I | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Human Resources Assistant | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Permit Technician | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Public Works Maintenance I | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Records Clerk | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Utility Account Clerk | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Water & Sewer Maintenance I | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 9 | Accounting Clerk | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 9 | Accounts Payable Clerk | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 9 | Cable Communications Coordinator | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 9 | Custodian III | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 9 | Membership Services Specialist | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 10 | Facility Maintenance Coordinator | $23.04 | $25.92 | $25.93 | $28.80 | $31.68 | $31.69 | $34.56 |
| 10 | Municipal Services Inventory/Accounting Clerk | $23.04 | $25.92 | $25.93 | $28.80 | $31.68 | $31.69 | $34.56 |
| 10 | Senior Accounting Clerk | $23.04 | $25.92 | $25.93 | $28.80 | $31.68 | $31.69 | $34.56 |
| 11 | Administrative Assistant-Firefighter | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Assistant to the Director | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Building Inspector I/ Sump Pump Inspector | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Building Maintenance II | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Curling & Event Center Coordinator | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Ice Arena and Operations Coordinator | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Network/Field Support Technician | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Public Works Maintenance II | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Recreation Coordinator | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Utility Billing Clerk | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Water & Sewer Maintenance II | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 12 | Aquatics & Operations Coordinator | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Assistant Golf Professional | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Building Inspector I | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Community Service Officer | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Firefighter-Inspector | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Greenskeeper III | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Mechanic | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Office Manager - Police | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Public Works Maintenance III | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Resource & Event Services Supervisor | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 12 | Water & Sewer Maintenance III | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |
| 13 | Accountant | $28.36 | $31.90 | $31.91 | $35.45 | $38.99 | $39.00 | $42.54 |
| 13 | Assistant Utility Billing Coordinator | $28.36 | $31.90 | $31.91 | $35.45 | $38.99 | $39.00 | $42.54 |
| 13 | Building Maintenance III | $28.36 | $31.90 | $31.91 | $35.45 | $38.99 | $39.00 | $42.54 |
| 13 | Event Center Supervisor | $28.36 | $31.90 | $31.91 | $35.45 | $38.99 | $39.00 | $42.54 |
| 13 | Human Resources Generalist I | $28.36 | $31.90 | $31.91 | $35.45 | $38.99 | $39.00 | $42.54 |
| 13 | Payroll Coordinator | $28.36 | $31.90 | $31.91 | $35.45 | $38.99 | $39.00 | $42.54 |
| 14 | Apprentice Line Worker | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Building Inspector II | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | City Planner | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Desktop Support Analyst | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Facility Maintenance Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Fitness Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Guest Services Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Head Ice Maker/ Facility Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Ice Arena Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Municipal Services Office Manager | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Park Lead | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Recreation Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |

**CITY OF CHASKA 2021 FT PAY STRUCTURE**

| Grade | Job Title | HOURLY | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Zone C | | Zone B | | | Zone A | |
| | | Minimum | | | Midpoint | | | Maximum |
| 14 | Recreation Supervisor-AOA | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Recreation Supervisor-Athletics | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Recreation Supervisor-Special Events | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Software System Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Street Lead | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 14 | Youth Supervisor | $30.34 | $34.14 | $34.15 | $37.93 | $41.72 | $41.73 | $45.51 |
| 15 | Community Partnership Specialist | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Community Service Manager | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Journeyman Line Worker | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Network Systems Administrator | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Patrol Officer | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Police Detective | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | School Resource Officer | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Senior Accountant | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Senior Engineering Technician | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Utility Billing Coordinator | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 15 | Water and Sewer Lead | $32.47 | $36.52 | $36.53 | $40.58 | $44.64 | $44.65 | $48.70 |
| 16 | Aquatics Supervisor | $34.74 | $39.08 | $39.09 | $43.42 | $47.77 | $47.78 | $52.11 |
| 16 | Assistant Building Official | $34.74 | $39.08 | $39.09 | $43.42 | $47.77 | $47.78 | $52.11 |
| 16 | Customer Relations Supervisor | $34.74 | $39.08 | $39.09 | $43.42 | $47.77 | $47.78 | $52.11 |
| 16 | Golf Course Superintendent | $34.74 | $39.08 | $39.09 | $43.42 | $47.77 | $47.78 | $52.11 |
| 16 | Park Foreman | $34.74 | $39.08 | $39.09 | $43.42 | $47.77 | $47.78 | $52.11 |
| 16 | Street Foreman | $34.74 | $39.08 | $39.09 | $43.42 | $47.77 | $47.78 | $52.11 |
| 16 | Water Resources Coordinator | $34.74 | $39.08 | $39.09 | $43.42 | $47.77 | $47.78 | $52.11 |
| 17 | Accounting Supervisor | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Assistant City Engineer | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Assistant Public Works Director | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Building Maintenance Superintendent | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Communications Manager | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Community Center Manager | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Curling & Event Center Manager | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Detective Sergeant | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Lead Line Worker | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Maintenance Manager | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Patrol Sergeant | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Recreation Program Manager | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Senior Administration Clerk | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 17 | Water and Sewer Foreman | $37.08 | $41.72 | $41.73 | $46.35 | $50.99 | $51.00 | $55.63 |
| 18 | Building Official | $39.59 | $44.54 | $44.55 | $49.48 | $54.43 | $54.44 | $59.38 |
| 18 | Fire Marshal/Assistant Chief | $39.59 | $44.54 | $44.55 | $49.48 | $54.43 | $54.44 | $59.38 |
| 18 | Lieutenant | $39.59 | $44.54 | $44.55 | $49.48 | $54.43 | $54.44 | $59.38 |
| 18 | Mechanic Foreman | $39.59 | $44.54 | $44.55 | $49.48 | $54.43 | $54.44 | $59.38 |
| 19 | Controller | $42.26 | $47.54 | $47.55 | $52.82 | $58.11 | $58.12 | $63.39 |
| 19 | Line Worker Foreman | $42.26 | $47.54 | $47.55 | $52.82 | $58.11 | $58.12 | $63.39 |
| 19 | Police Captain | $42.26 | $47.54 | $47.55 | $52.82 | $58.11 | $58.12 | $63.39 |
| 20 | Assistant Electric Director | $45.11 | $50.75 | $50.76 | $56.39 | $62.03 | $62.04 | $67.67 |
| 20 | Deputy Police Chief | $45.11 | $50.75 | $50.76 | $56.39 | $62.03 | $62.04 | $67.67 |
| 20 | Finance Manager | $45.11 | $50.75 | $50.76 | $56.39 | $62.03 | $62.04 | $67.67 |
| 20 | Head Golf Professional | $45.11 | $50.75 | $50.76 | $56.39 | $62.03 | $62.04 | $67.67 |
| 20 | Human Resources Manager | $45.11 | $50.75 | $50.76 | $56.39 | $62.03 | $62.04 | $67.67 |
| 20 | Information Systems Manager | $45.11 | $50.75 | $50.76 | $56.39 | $62.03 | $62.04 | $67.67 |
| 20 | Line Superintendent | $45.11 | $50.75 | $50.76 | $56.39 | $62.03 | $62.04 | $67.67 |
| 21 | Assistant City Administrator | $47.82 | $53.80 | $53.81 | $59.77 | $65.75 | $65.76 | $71.73 |
| 21 | Community Development Director | $47.82 | $53.80 | $53.81 | $59.77 | $65.75 | $65.76 | $71.73 |
| 21 | Director of Parks & Recreation | $47.82 | $53.80 | $53.81 | $59.77 | $65.75 | $65.76 | $71.73 |
| 21 | Fire Chief | $47.82 | $53.80 | $53.81 | $59.77 | $65.75 | $65.76 | $71.73 |
| 21 | Public Works Director | $47.82 | $53.80 | $53.81 | $59.77 | $65.75 | $65.76 | $71.73 |
| 21 | Water and Sewer Director | $47.82 | $53.80 | $53.81 | $59.77 | $65.75 | $65.76 | $71.73 |
| 22 | Chief of Police | $50.69 | $57.02 | $57.03 | $63.36 | $69.70 | $69.71 | $76.03 |
| 22 | City Engineer | $50.69 | $57.02 | $57.03 | $63.36 | $69.70 | $69.71 | $76.03 |
| 22 | Electric Director | $50.69 | $57.02 | $57.03 | $63.36 | $69.70 | $69.71 | $76.03 |
| 23 | Administrative Services Director | $54.83 | $60.99 | $61.00 | $67.16 | $73.33 | $73.34 | $79.50 |
| 26 | City Administrator | $66.66 | $73.32 | $73.33 | $79.99 | $86.66 | $86.67 | $86.98 |

## CITY OF CHASKA 2021 PAY STRUCTURE - PART TIME JOBS

| | | HOURLY | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | Zone C | | Zone B | | | Zone A | |
| Grade | Job Title | Minimum | | | Midpoint | | | Maximum |
| 1 | Gymnastics Set Up/Take Down | $11.06 | $12.44 | $12.45 | $13.82 | $15.20 | $15.21 | $16.59 |
| 1 | Slide Attendant | $11.06 | $12.44 | $12.45 | $13.82 | $15.20 | $15.21 | $16.59 |
| 2 | Indoor Rink Attendant | $12.05 | $13.56 | $13.57 | $15.07 | $16.57 | $16.58 | $18.08 |
| 2 | Outdoor Rink Attendant | $12.05 | $13.56 | $13.57 | $15.07 | $16.57 | $16.58 | $18.08 |
| 2 | Special Events Assistant | $12.05 | $13.56 | $13.57 | $15.07 | $16.57 | $16.58 | $18.08 |
| 3 | Concession Stand Attendant | $13.14 | $14.78 | $14.79 | $16.42 | $18.06 | $18.07 | $19.71 |
| 3 | Office Support - Curling Center | $13.14 | $14.78 | $14.79 | $16.42 | $18.06 | $18.07 | $19.71 |
| 4 | Adventure Camp Counselor | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | AOA Lodge Assistant | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Concession Stand Lead | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Data Entry Clerk | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Day Care Assistant | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Extreme Kids Summer Staff | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Facility Attendant | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Guest Services Representative | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Lifeguard - Beach/Pool | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Preschool Sports Instructor | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | PT Custodial Maintenance - Curling Center | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Seasonal Electric Worker | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Swim Instructor Aide/ WSI-A | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 4 | Vending Staff | $14.32 | $16.11 | $16.12 | $17.90 | $19.69 | $19.70 | $21.48 |
| 5 | Adaptive Activity Assistant | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Art Instructor | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Curling Instructor Assistant | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Event Center Monitor | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Gymnastics Coach | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Head Lifeguard Beach/Pool | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Ice Assistant - Curling | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Tot Time Lead | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 5 | Treks & Trails Preschool Assistant | $15.61 | $17.56 | $17.57 | $19.51 | $21.46 | $21.47 | $23.41 |
| 6 | American Red Cross Instructor | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Aquatics Lead | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Beach Lead | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Curling Instructor | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Customer Service Representative | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Extreme Kids Activity Leader | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Junior Curling Instructor | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Lifeguard Instructor | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Racquetball Instructor | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Swim Instructor | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Treks & Trails Music Teacher | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Treks & Trails Spanish Teacher | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 6 | Video Production Assistant | $17.01 | $19.14 | $19.15 | $21.27 | $23.39 | $23.40 | $25.52 |
| 7 | Gymnastics Coordinator | $18.38 | $20.67 | $20.68 | $22.97 | $25.27 | $25.28 | $27.56 |
| 7 | Lead Ice Assistant - Curling | $18.38 | $20.67 | $20.68 | $22.97 | $25.27 | $25.28 | $27.56 |
| 7 | Preschool Sports Coordinator | $18.38 | $20.67 | $20.68 | $22.97 | $25.27 | $25.28 | $27.56 |
| 8 | Evidence Clerk | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Facility Attendant Lead | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Groundman (1,000 hours) | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Group Fitness Instructor | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Guest Services Lead | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 8 | Water Fitness Instructor | $19.85 | $22.33 | $22.34 | $24.81 | $27.29 | $27.30 | $29.77 |
| 9 | Day Care Coordinator | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 9 | Specialty Group Fitness Instructor | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 9 | Treks & Trails Lead Teacher | $21.43 | $24.11 | $24.12 | $26.79 | $29.47 | $29.48 | $32.15 |
| 10 | Health & Wellness Coach | $23.04 | $25.92 | $25.93 | $28.80 | $31.68 | $31.69 | $34.56 |
| 10 | Personal Trainer | $23.04 | $25.92 | $25.93 | $28.80 | $31.68 | $31.69 | $34.56 |
| 11 | Personal Training Coordinator | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 11 | Sports Official-Ice Hockey | $24.77 | $27.86 | $27.87 | $30.96 | $34.06 | $34.07 | $37.15 |
| 12 | Treks & Trails Coordinator | $26.50 | $29.82 | $29.83 | $33.13 | $36.44 | $36.45 | $39.75 |

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 2/22/2021

**Subject:** **Authorize Engagement for Audit of 2020 Fiscal Year**

Prepared By: Noel Graczyk, Administrative Services Director
Kelly Grinnell, Finance Manger

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**Background**
Each year the City is required to engage services of an independent auditor to perform an audit of financial records of the City and annual financial statements as prepared by the City. The City has already contracted with the firm of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) to perform an audit for fiscal year ending December 31, 2020.

MMKR has modified their annual audit engagement letter (see attached) to now include a signature from both the Mayor as a City Council representative and from the City Administrator as a representative of City Administration. This change is to ensure that representations made by the City in the engagement letter to MMKR have been reviewed by both the City Council and City Administration. Authorizing the Mayor and City Administrator to sign the engagement letter is consistent with past practices of the City for execution of City contracts.

The audit of 2020 will be the second audit under a current five-year agreement with MMKR. The fee for performing this annual audit as stated in the engagement letter is consistent with the fee as stated in the agreement. Additional fees to perform a Federal Single Audit for the 2020 fiscal year will be billed separately based on services levels required to complete the required Federal Single Audit.

MMKR has also requested that that the Administrative Services Director / Treasure sign a Non-Attest Service Documentation Form (see attached) which will permit The Administrative Services Director /Treasurer to make representations to the auditor as part of the audit of 2020 for both the annual audit and the Federal Single Audit.

**Recommendation**
Staff recommends approval of the motion.

**CITY COUNCIL ACTION REQUESTED**
Motion to authorize the Mayor and City Administrator to sign an audit engagement letter with MMKR for audit of the fiscal year ending December 31, 2020 and authorize the Administrative Services Director / Treasure to sign a Non-Attest Service Documentation Form for the 2020 Audit.

MMKR
CERTIFIED PUBLIC ACCOUNTANTS

**PRINCIPALS**
Thomas A. Karnowski, CPA
Paul A. Radosevich, CPA
William J. Lauer, CPA
James H. Eichten, CPA
Aaron J. Nielsen, CPA
Victoria L. Holinka, CPA/CMA
Jaclyn M. Huegel, CPA
Kalen T. Karnowski, CPA

January 29, 2021

To the City Council and Management
of the City of Chaska
One City Hall Plaza
Chaska, MN 55318-1962

Dear Councilmembers and Management:

We are pleased to confirm our understanding of the services we are to provide the City of Chaska (the City) for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) MD&A
2) GASB-required pension and other post-employment benefits information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

1) Schedule of Expenditures of Federal Awards
2) Combining and individual fund statements and schedules, presented as supplemental information


Malloy, Montague, Karnowski, Radosevich & Co., P.A.
5353 Wayzata Boulevard • Suite 410 • Minneapolis, MN 55416 • Phone: 952-545-0424 • Fax: 952-545-0569 • www.mmkr.com

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

1) Introductory information
2) Statistical section

We will perform the required State Legal Compliance Audit conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the *Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the City has complied with the material terms and conditions of applicable legal provisions.

We will also prepare a management report for the City Council and administration. This report will communicate such things as our concerns regarding accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements. The report will also contain certain financial comparisons and analysis, and other information of interest.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over the financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

**Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

If information from a component unit is required to be included in the City's financial statements, we will not audit the financial statements of components of which we were not engaged as auditors as of and for the year ended December 31, 2020. Those financial statements will be audited by other auditors whose reports thereon will be furnished to us. We will communicate with the other auditors and reference their audit of the component(s) as necessary. Information from the group component audit will be included in the City's financial statements based on materiality, significance to the audit, and auditor judgement.

**Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants (AICPA) professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Office of Management and Budget *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the *Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

**Other Services**

We will also assist in preparing the Schedule of Expenditures of Federal Awards and federal data collection form of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, Schedule of Expenditures of Federal Awards and federal data collection form, services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completion of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, Schedule of Expenditures of Federal Awards, federal data collection form, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, Schedule of Expenditures of Federal Awards, federal data collection form, and related notes and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, federal data collection form, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, typing all cash or other confirmations we request, and locating any invoices selected by us for testing, will be discussed and coordinated with you.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan), along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Malloy, Montague, Karnowski, Radosevich & Co., P.A. (MMKR) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carryout oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MMKR personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the City. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit shortly after the end of your fiscal year and to issue our reports prior to June 30, 2021. Jaclyn M. Huegel, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for those services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we expect that our gross fee will not exceed $49,690, plus the Single Audit cost and expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss with you and arrive at a new fee estimate before we incur the additional costs.

These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we find that additional audit procedures are required, or if additional services are requested by the City, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events, such as new contractual agreements, transactions and legal requirements of new bond issues, new funds, major capital projects, new tax increment districts, if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the City's staff.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the year, you might request additional services, such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

Please be aware that e-mail is not a secure method of transmitting data. It can be intercepted, read, and possibly changed. Due to the large volume of e-mails sent daily, the likelihood of someone intercepting your e-mail is relatively small, but it does exist. We will communicate with you via e-mail, if you are willing to accept this risk.

To ensure that MMKR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

If a dispute occurs related in any way to our services, our firm and the City agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve it. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorney fees and costs of the mediation. Participation in such mediation shall be a condition to either of us initiating litigation. To allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute.

The mediation shall be confidential in all respects, as allowed or required by law, except that our final settlement positions at mediation shall be admissible in litigation solely to determine the identity of the prevailing party for purposes of the awarding of attorney fees.

We both recognize the importance of performing our obligations under this agreement in a timely way and fully cooperating with the other. In the event that either of us fails to timely perform or fully cooperate, the other party may, in its sole discretion, elect to suspend performance or terminate the agreement regardless of the prejudice to the other person. We agree we will give 10 days' written notice of an intent to suspend or terminate, specifying the grounds for our decision, and will give the other an opportunity to cure the circumstances cited as grounds for that decision. In the event of suspension or termination, all fees and costs are immediately due on billing.

We agree that it is important that disputes be discussed and resolved promptly. For that reason, we agree that, notwithstanding any other statutes of limitations or court decisions concerning them, all claims either of us may have will be barred unless brought within one year of the date the complaining party first incurs any damage of any kind, whether discovered or not, related in any way to acts or omissions of the other party, whether or not the complaining party seeks recovery for that first damage and whether or not we have continued to maintain a business relationship after the first damage occurred. Notwithstanding anything in this letter to the contrary we agree that regardless of where the City is located, or where this agreement is physically signed, this agreement shall have been deemed to have been entered into at our office in Hennepin County, Minnesota, and Hennepin County shall be the exclusive venue and jurisdiction for resolving disputes related to this agreement. This agreement shall be interpreted and governed under the laws of Minnesota.

When requested, *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please have both parties sign in the spaces provided below and e-mail it to mmkr@mmkr.com.

Sincerely,

MALLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.

Jaclyn Huegel

Jaclyn M. Huegel, CPA
Principal

JMH:wls

Response:

This letter correctly sets forth the understanding of the City of Chaska.

| City Council Representative | | City Management Representative | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

KerberRose
Certified Public Accountants

## Report on the Firm's System of Quality Control

To the Principals of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Malloy, Montague, Karnowski, Radosevich, and Co., P.A. in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail.* Malloy, Montague, Karnowski, Radosevich, and Co., P.A. has received a peer review rating of *pass.*

Kerber Rose SC

**KerberRose SC**
September 25, 2019

Client Name: City of Chaska

**NON-ATTEST SERVICE DOCUMENTATION FORM**

Financial Statement Date: December 31, 2020
Prepared by: MMKR

1. Attest services performed for the entity (list all):
   Financial statement audit for the year ended December 31, 2020.
   Federal single audit for the year ended December 31, 2020.
   Minnesota Legal Compliance audit for the year ended December 31, 2020.

2. Objectives and scope of non-attest services to be performed for the entity (list all):
   Preparation of Schedule of Expenditures of Federal Awards.
   Preparation of the Federal Data Collection Form.

3. The client, City of Chaska, agrees to perform the following functions in connection with the non-attest services:

   a. Management designates Noel Graczyk, an individual who possesses suitable skill, knowledge, and experience to oversee the non-attest services.
   b. Management is responsible for making all management decisions and performing all management functions related to the services.
   c. Management is responsible for establishing and maintaining internal controls, including monitoring any non-attest services to assure they meet management's objectives.
   d. Management agrees to evaluate the adequacy and results of the services performed.
   e. Management agrees to accept responsibility for the results of the services.

This form correctly sets forth the understanding of (client name):

City of Chaska

Signed: _____

Title: _____

Date: _____

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 2/22/2021

**Subject:** **Resolution of Support for the Arboretum Area Transportation Plan**

Prepared By: Kevin Ringwald

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**Background**
The Arboretum Area Transportation Plan (AATP) was developed from March 2019 through 2020. The project studied the current and future transportation needs of major corridors near the Minnesota Landscape Arboretum. These corridors included Highway 5, West 82nd Street, Rolling Acres Road, Bavaria Road, and Highway 41.

The project partners included Carver County, MnDOT, the Minnesota Landscape Arboretum, and the cities of Victoria, Chanhassen, and Chaska.

The Plan was developed to address the following needs:
- Considerable delays due to vehicle congestion during peak traffic times;
- Above average crash rates at intersections and on roadways;
- Significant growth in population and traffic projected over the next 20 years; and
- Gaps and safety concerns related to existing bicycle and pedestrian network.

Three objectives guided development of the Plan. The first was to engage local communities in creation of the corridor visions. This was done through online surveys, advisory committee meetings, neighborhood meetings, open houses, and small group discussions.

Another objective was to develop improvements that addressed project goals. To achieve this objective, the project team evaluated draft concepts and scored them on how well they met project goals. The scores were presented for public feedback.

The third objective was to identify corridor improvement projects and how they can be phased in over time. Projects were created by grouping concepts together. Then, based on a number of factors, the projects were categorized into short, mid, and long-term improvement projects to be implemented over time.

**Implementation Approach**
The Arboretum Area Transportation Plan identifies 20 improvement projects in total amongst the corridors. The Implementation Approach for the Plan prioritizes these projects based on multiple factors including recognition of already planned/programmed projects, financial constraints, funding opportunities, contribution toward improving the transportation network, public support, and council priorities.

The Implementation Approach offers a logical & sequential strategy to implement improvement projects over time. This will allow Carver County, MnDOT, and the cities of Victoria, Chaska, and Chanhassen to plan and work together towards realizing the corridor visions. The plan is a guide and will remain flexible as funding is secured for future improvements.

**Next Steps**

The shared corridor visions outlined in the Arboretum Area Transportation Plan will assist each partner agency as they consider future capital improvements and other funding opportunities.

The Arboretum Area Transportation Plan is the result of the first phase of a process. Before construction, each project identified in the Plan will need to go through a preliminary design phase that includes refinement of the vision with input from the public as well as efforts to secure funding. The final design phase will collect additional public input and resolve outstanding design details such as right of way and construction staging, resulting in a final project layout to be used during construction.

Lastly, the project partners will continue to work together to secure funding and move individual projects into preliminary and final design phases to ready for construction.

**Conclusion**

The Plan is a guide to support coordinated transportation planning among Carver County, MnDOT, and the cities of Victoria, Chaska and Chanhassen. The Plan is not a commitment to invest in a specific improvement at a specific time.

**CITY COUNCIL ACTION REQUESTED**

Motion to approve Resolution No. 2021-8, supporting the Arboretum Area Transportation Plan.

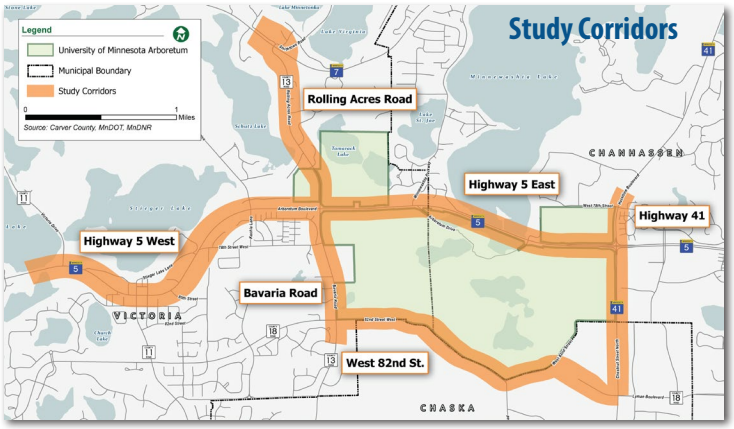
# Arboretum Area Transportation Plan

# Executive Summary

January 2021

The Arboretum Area Transportation Plan was developed from March 2019 through 2020. The project studied the current and future transportation needs of major corridors near the Minnesota Landscape Arboretum. These corridors included Highway 5, West 82nd Street, Rolling Acres Road, Bavaria Road, and Highway 41.

Project partners included Carver County, MnDOT, the Minnesota Landscape Arboretum, and the cities of Victoria, Chanhassen, and Chaska.




## Why is the Plan Needed?

The Plan was developed to address these needs:

- Considerable delays due to vehicle congestion during peak traffic times
- Above average crash rates at intersections and on roadways
- Significant growth in population and traffic projected over the next 20 years
- Gaps and safety concerns related to existing bicycle and pedestrian network

## Plan Objectives

Three objectives guided development of the Plan. The first was to engage local communities in creation of the corridor visions. This was done through online surveys, advisory committee meetings, neighborhood meetings, open houses, and small group discussions.

Another objective was to develop improvements that addressed project goals. To achieve this objective, the project team evaluated draft concepts and scored them on how well they met project goals. The scores were presented for public feedback.

The third objective was to identify corridor improvement projects and how they can be phased in over time. Projects were created by grouping concepts together. Then, based on a number of factors, the projects were categorized into short, mid, and long-term improvement projects to be implemented over time.

## Project Goals

Development of the Arboretum Area Transportation Plan was guided by these goals, which are consistent with broader goals adopted by the project partners:

**Vehicle Mobility**
Provide efficient and reliable vehicle mobility.

**User Safety**
Safely accommodate all system users.

**Support Multimodal Network**
Provide a comprehensive network for pedestrians and bicyclists.

**Respect the Environment**
Provide infrastructure improvements that respect the environment.

**Financial Responsibility**
Develop a financially responsible implementation plan.

## Looking Ahead

WE ARE HERE

| Study | Preliminary Design | Final Design & Right of Way | Construction |
|---|---|---|---|
| Define THE VISION | Define WHAT TO BUILD | Define HOW TO BUILD | Build the project |

*The study resulted in a plan for the overall vision.*

Arboretum Area Transportation Plan

In the Arboretum Area Transportation Plan, projects are defined at the concept level. Once funded, a project will be further developed with public input during the design phases.

## Recommended Corridor Visions

The general vision for each corridor is described below. For details, please visit www.co.carver.mn.us/ArboretumAreaTransportationPlan.



### HIGHWAY 5

The overall vision for Highway 5 is to expand the roadway to four lanes, improve several intersections, and allow flexibility for future development areas. Improvements include new signals at Minnewastha Parkway and Park Drive/Kochia Lane and a roundabout at County Road 11 on the west side of Victoria.




### BAVARIA ROAD TRAIL

The recommended vision for Bavaria Road is to build a trail on the east side of the road. The City of Victoria is already moving forward with this project as part of a separate effort. Local funding and grant money will pay for construction of the project in 2022.




### ROLLING ACRES ROAD

The vision for Rolling Acres Road includes reconstruction of the road with improved intersections, continuous pedestrian/bicycle facilities, and an improved crossing for the Lake Minnetonka LRT Regional Trail. The vision includes a two-lane divided road south of Interlaken and flexibility for either a two-lane divided or three-lane facility north of Interlaken.



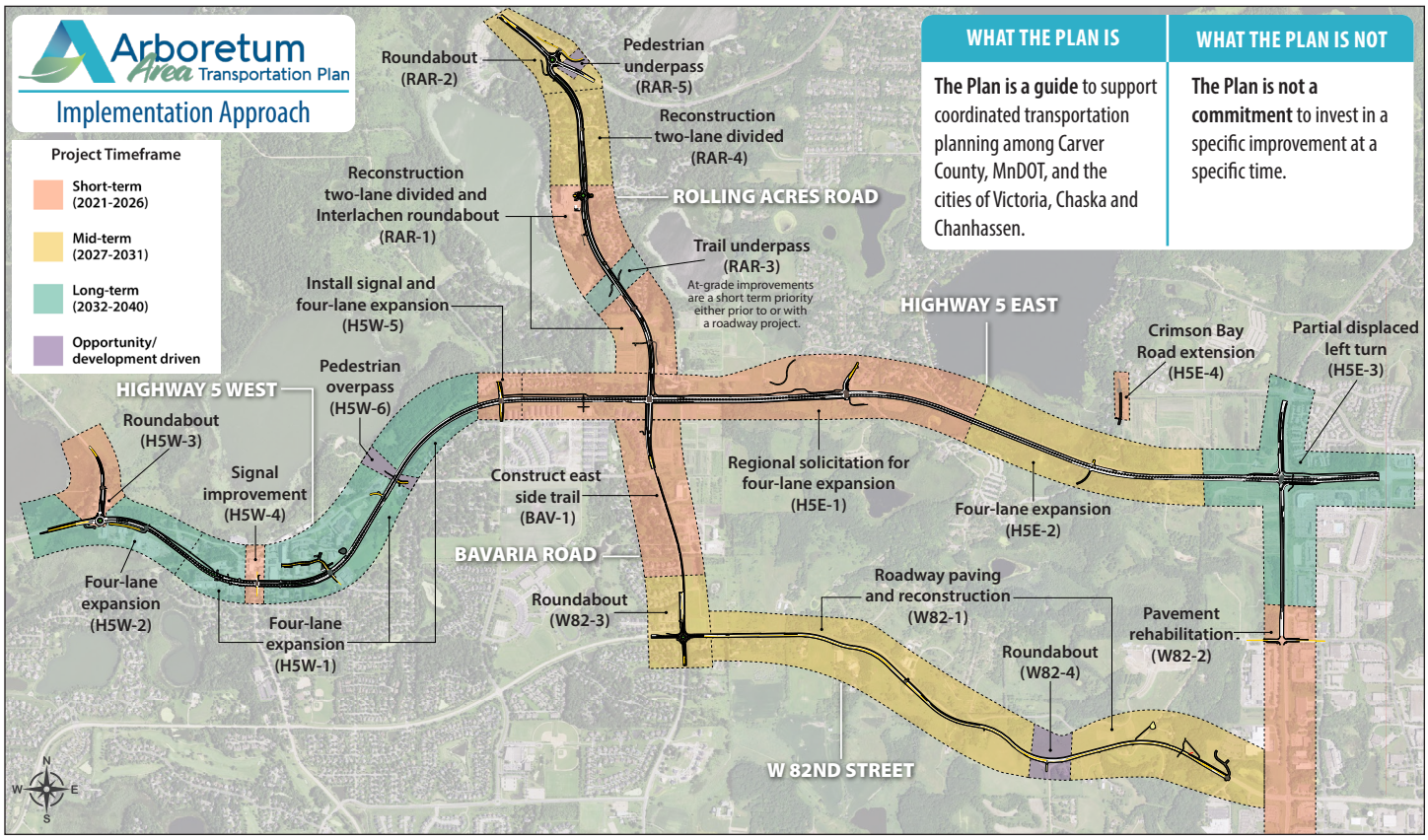
### WEST 82ND STREET

The vision for West 82nd Street is a two-lane undivided roadway with trail along the north side. Other improvements include a roundabout at Bavaria Road, a side street stop with potential for a roundabout in the future at McKnight Road, and flexibility for the ravine crossing connection to Lyman Boulevard.

## Implementation Approach

The Arboretum Area Transportation Plan identifies 20 improvement projects in total amongst the corridors. The Implementation Approach for the Plan prioritizes these projects based on multiple factors including recognition of already planned/programmed projects, financial constraints, funding opportunities, contribution toward improving the transportation network, public support, and council priorities.

The Implementation Approach offers a logical and sequential strategy to implement improvement projects over time. This will allow Carver County, MnDOT, and the cities of Victoria, Chaska, and Chanhassen to plan and work together towards realizing the corridor visions. The plan is a guide and will remain flexible as funding is secured for future improvements.




**For details, visit: www.co.carver.mn.us/ArboretumAreaTransportationPlan**

Project contact: Angie Stenson, AICP, Carver County Senior Transportation Planner, (612) 360-7422, astenson@co.carver.mn.us

# Implementation Approach

The implementation approach of the Arboretum Area Transportation Plan offers a logical and sequential path to implement improvements over time. This will allow Carver County, MnDOT, the Minnesota Landscape Arboretum, and the cities of Victoria, Chaska, and Chanhassen to plan and work together towards realizing the corridor visions. The approach is a guide and will remain flexible as funding is secured for future improvements.

The Arboretum Area Transportation Plan identifies 20 projects in total and prioritizes these projects based on multiple factors. The project priority/ timing figure on the right represents the level of consideration that went into project sequencing.




## Project Sequencing Categories

The goal of the plan is to implement improvements while maximizing outside funding and minimizing cost burdens on each agency. Cost estimates for projects were based on conceptual drawings and included multiple assumptions about grants and cost shares. Timing for projects was divided into the four categories shown below.

### Short-term projects (2021-2026)

Projects designated as short-term include projects that are part of already planned/ programmed improvements (for example: a project that is already incorporated into a city's capital improvements plan), large projects that have a good chance of winning federal funds in the near future, and smaller projects that provide a lot of benefit for relatively little cost. Short-term projects are expected to be implemented in the next five years.

### Mid-term projects (2027-2031)

The timing of projects designated as mid-term is less known and projects may move between here and the long-term project category. Timing of these projects will depend on agency funding and local priorities as well as outside funding such as aid programs, grants and loans.

### Long-term projects (2032-2040)

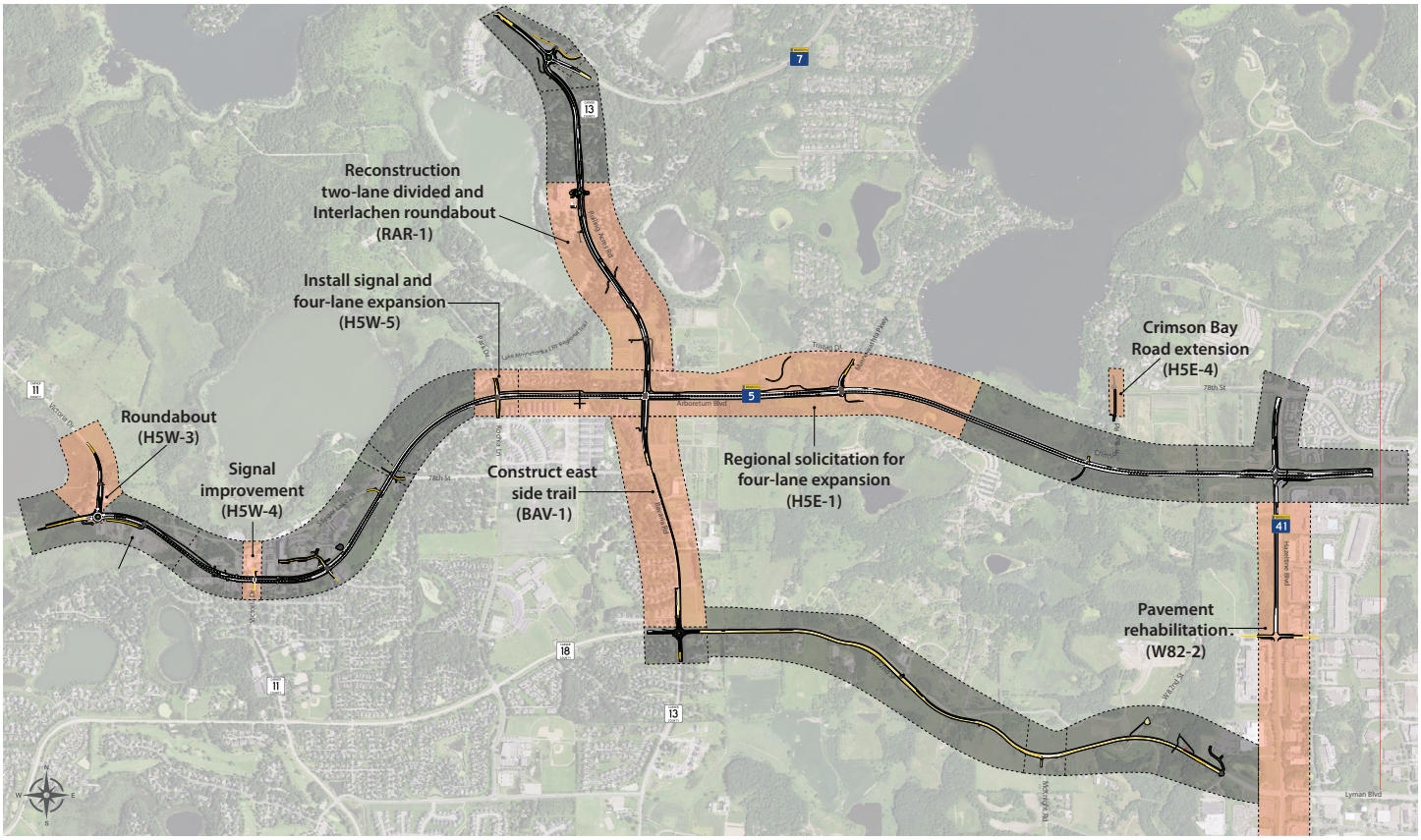
As with mid-term projects, the timing of long-term projects will depend on funding and priorities.

### Opportunity/development-driven projects

A project identified as opportunity-driven may depend on future development in an area. For example, if a large land development project occurs, funds may become available for nearby road improvements.

Arboretum Area Transportation Plan

# Short-term Projects




## Short-term Timeline

**2022**
- Construct trail east side of Bavaria Rd (BAV-1)

**2023**
- Hwy 41 pavement rehabilitation (W82-2)

**2024**
- Crimson Bay Road extension (H5E-4)

**2025**
- RAR reconstruction two-lane divided & Interlachen roundabout (RAR-1)
- Hwy 5 four-lane expansion (H5E-1)
- Install signal Park/Kochia & Hwy 5 four-lane expansion (H5W-5)

**2026**
- Hwy 5/CR 11 N interim roundabout (H5W-3)
- Hwy 5/CR 11 S interim signal improvement (H5W-4)

## Total Cost

# $41 million

*Amount showns in build-year costs.*

## Cost Participation (2022-2026)

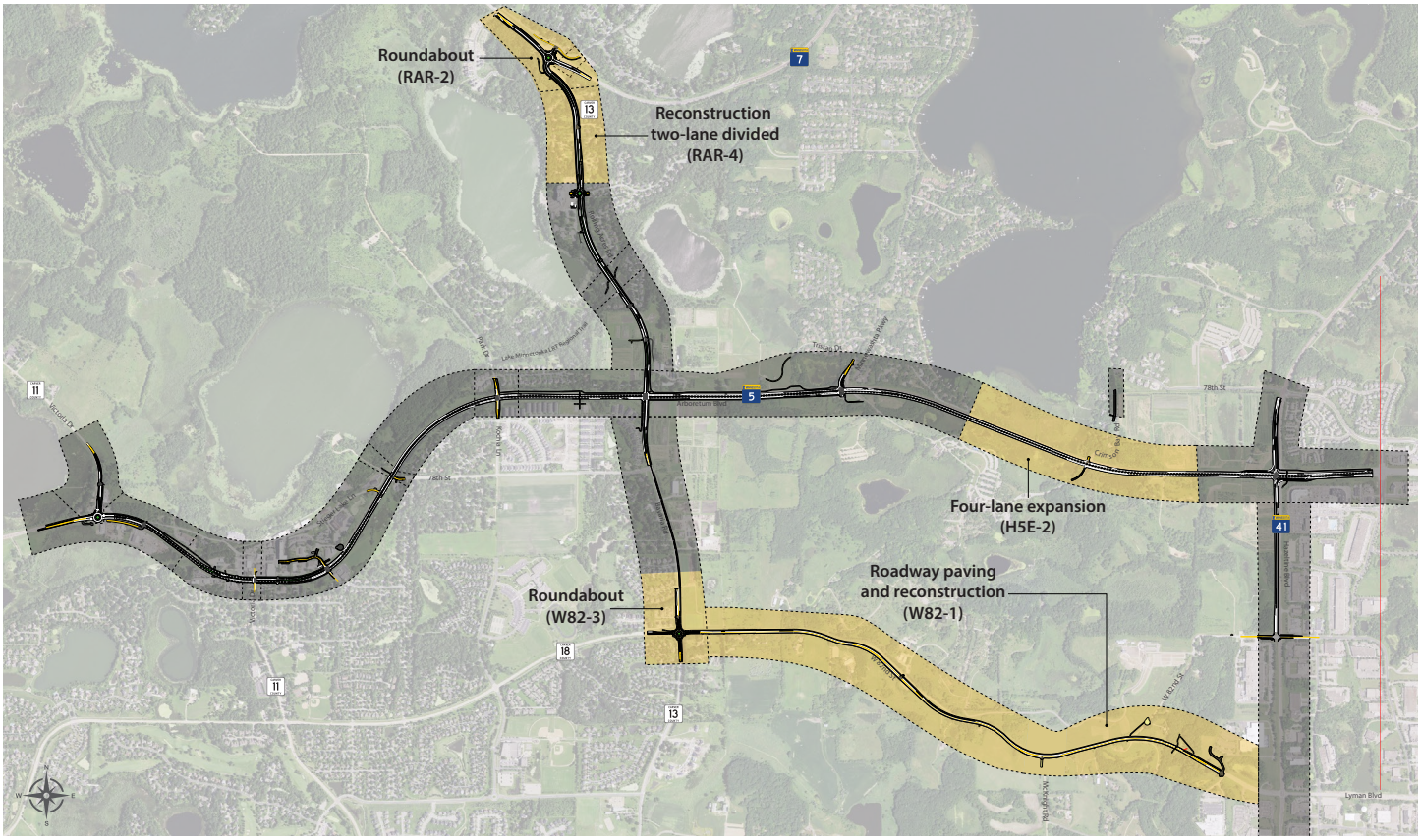
| Source | Share |
|---|---|
| Grants* | $12.7M |
| MnDOT (STIP/CHIP) | $2.7M |
| Trunk Highway/Local Option Sales Tax | $10.6M |
| Carver County/Local Option Sales Tax | $5.5M |
| Carver County | $4.7M |
| City of Chaska** | $92k |
| City of Chanhassen** | $302k |
| City of Victoria** | $3.6M |
| University of Minnesota** | $100k |

* $10M grant has been secured for Project H5E-1. The remaining amount is an estimate of other potential awards. Without grants, each agency's cost share will be higher. Projects could also be delayed until a grant is secured.

** Cost share and estimates do not include municipal utilities unless otherwise noted in the implementation plan. Estimates are not to be considered final construction dollars and are based on conceptual drawings and numerous assumptions.

Arboretum Area Transportation Plan

# Mid-term Projects




## Mid-term Timeline

2027 ····· 2031

- W 82nd St roadway paving & reconstruction (W82-1)
- Hwy 5 four-lane expansion (H5E-2)
- Roundabout (W82-3)
- RAR/Hwy 7 Roundabout (RAR-2)
- RAR reconstruction two-lane divided (RAR-4)

## Total Cost

# $88 million

*Amount showns in build-year costs.*

## Cost Participation (2027-2031)

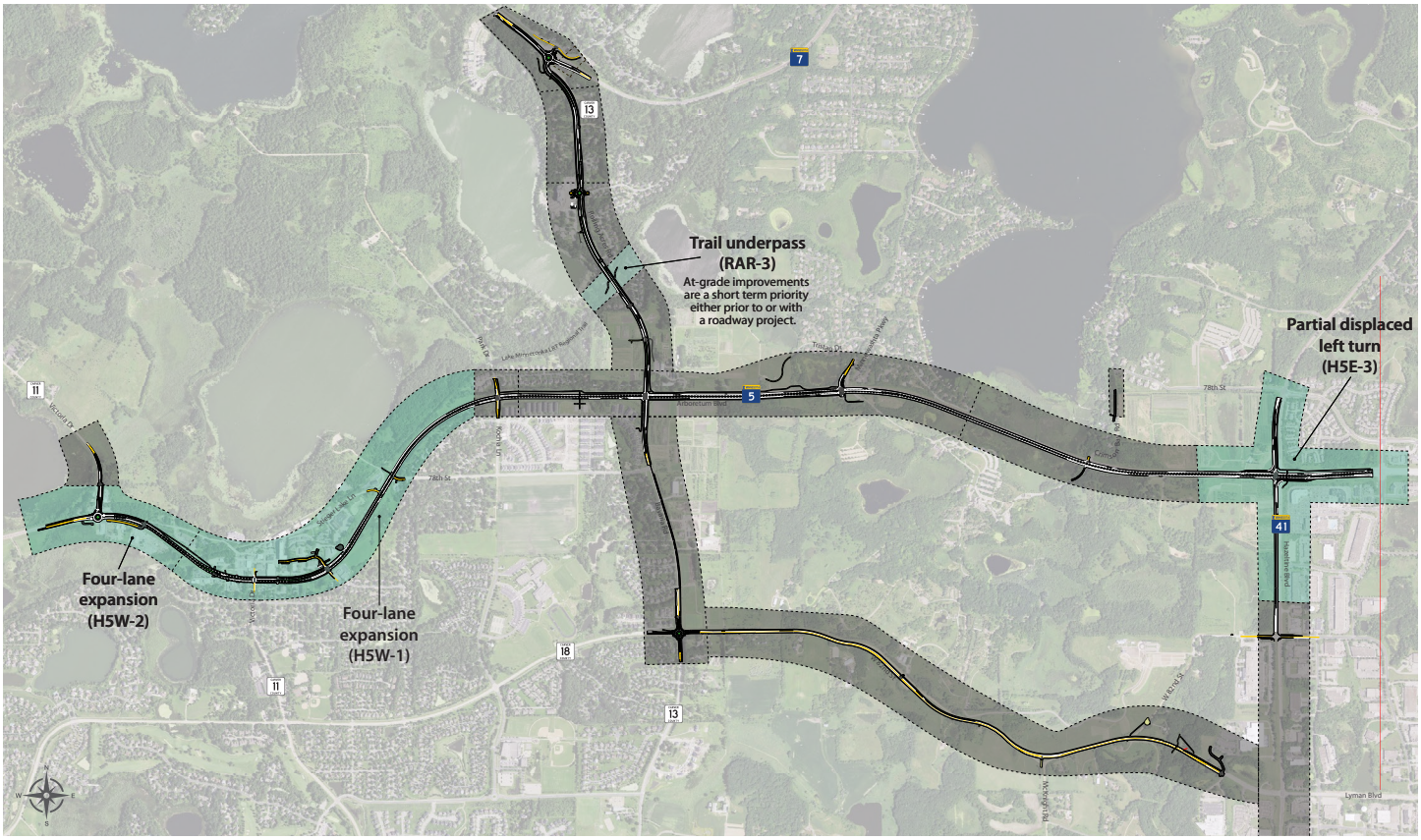
| Source | Share |
|---|---|
| Grants* | $33.5M |
| MnDOT (STIP/CHIP) | $1.2M |
| Trunk Highway/Local Option Sales Tax | $29.2M |
| Carver County/Local Option Sales Tax | $17.3M |
| Carver County | $2.9M |
| City of Chaska** | $0 |
| City of Chanhassen** | $0 |
| City of Victoria** | $3.1M |
| University of Minnesota** | $0 |

* Grant amounts are an estimate of future potential awards. Without grants each agency's cost share will be higher. Projects could also be delayed until a grant is secured.

** Cost share and estimates do not include municipal utilities unless otherwise noted in the implementation plan. Estimates are not to be considered final construction dollars and are based on conceptual drawings and numerous assumptions.

Arboretum Area Transportation Plan

# Long-term Projects




## Long-term Timeline

2032 ····· 2040

- Partial displaced left turn (H5E-3)
- Four-lane expansion (H5W-1)
- Trail underpass (RAR-3)
- Four-lane expansion (H5W-2)

## Total Cost

# $77 million

*Amount showns in build-year costs.*

## Cost Participation (2032-2040)

| Source | Share |
|---|---|
| Grants* | $31.7M |
| MnDOT (STIP/CHIP) | $1.1M |
| Trunk Highway/Local Option Sales Tax | $34.9M |
| Carver County/Local Option Sales Tax | $2.8M |
| Carver County | $1.4M |
| City of Chaska** | $0 |
| City of Chanhassen** | $800k |
| City of Victoria** | $4.0M |
| University of Minnesota** | $0 |

* Grant amounts are an estimate of future potential awards. Without grants each agency's cost share will be higher. Projects could also be delayed until a grant is secured.

* Cost share and estimates do not include municipal utilities unless otherwise noted in the implementation plan. Estimates are not to be considered final construction dollars and are based on conceptual drawings and numerous assumptions.

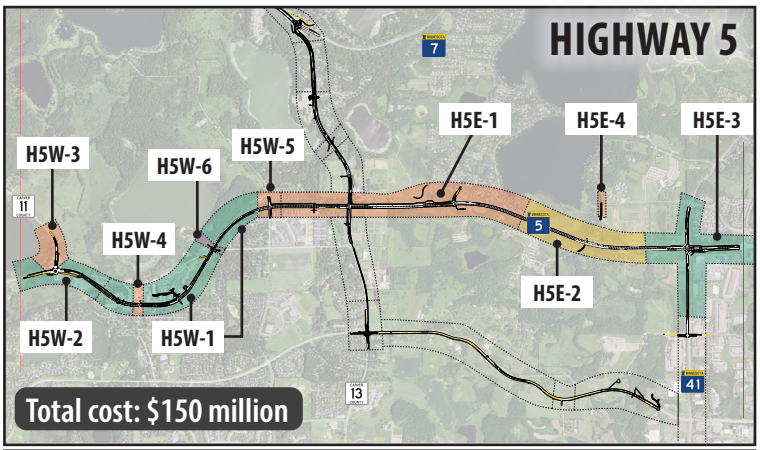
# Implementation by Corridor

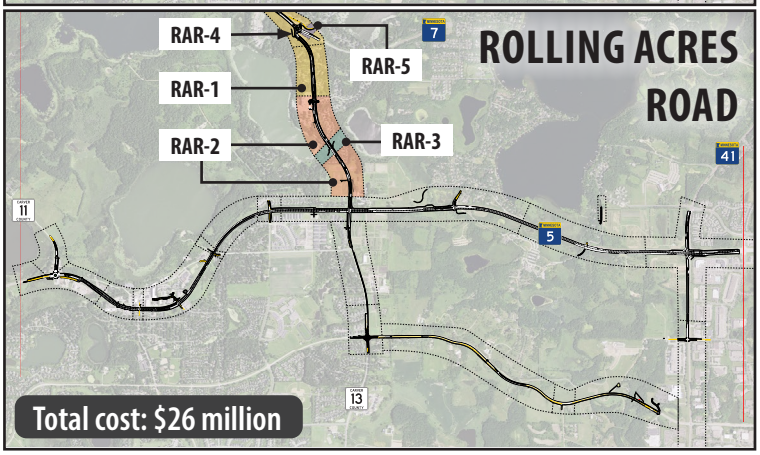
Corridor projects are sequenced over time to maximize outside funding and to minimize cost burdens to local agencies. Short-term projects include already planned/programmed improvements, large projects likely to win competitive funds in near future, and small projects that have high benefit at a relatively low cost.

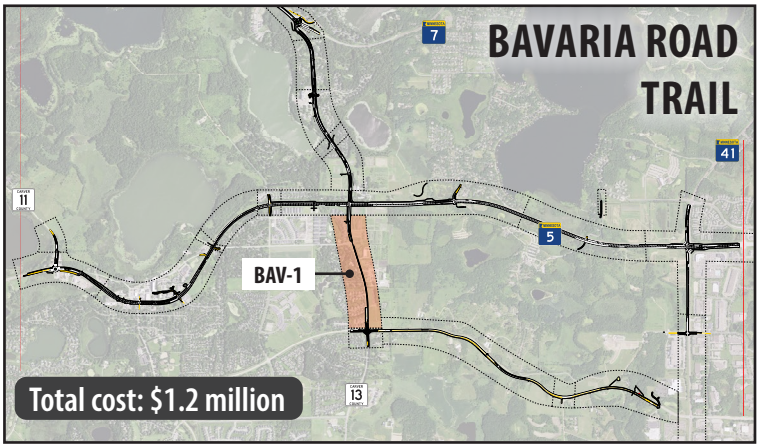
**Project Timeframe**

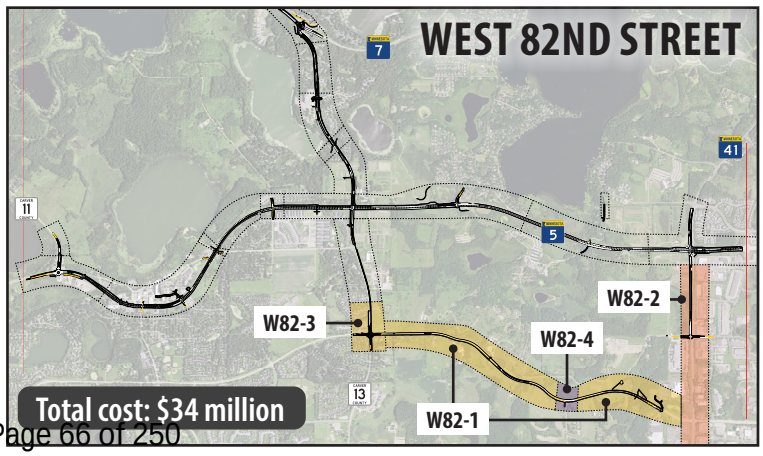
- Short-term (2021-2026)
- Mid-term (2027-2031)
- Long-term (2032-2040)
- Opportunity/ development driven

| | Project | Project Description |
|---|---|---|
| HIGHWAY 5 | H5E-1 | Hwy 5 Expansion (Regional Solicitation Application - West of RAR to East of Minnewashta Pkwy) |
| | H5E-2 | Hwy 5 Expansion (Minnewashta Pkwy to Hwy 41 - Excluding Hwy 5/41 Intersection) |
| | H5E-3 | Hwy 5/41 Intersection (Assumed Partial Displaced Left Turn) |
| | H5E-4 | Crimson Bay Road Extension |
| | H5W-1 | Hwy 5 Expansion (Regional Trail bridge to West of Park) |
| | H5W-2 | Hwy 5 Expansion (West of CSAH 11 to Regional Trail bridge - Includes bridge work) |
| | H5W-3 | Hwy 5/CSAH 11 N Intersection (Interim roundabout with 2-lane Hwy 5) |
| | H5W-4 | Hwy 5/CSAH 11 S Intersection (Interim Signal Improvements) |
| | H5W-5 | Park/Kochia (Traffic signal and Hwy 5 expansion through Park) |
| | H5W-6 | Hwy 5/78th St Pedestrian Crossing |
| ROLLING ACRES ROAD | RAR-1 | RAR Reconstruction - From Hwy 5 to Interlaken (not including Hwy 5 intersection, assumed 2-lane divided and roundabout at Interlaken) |
| | RAR-2 | RAR/Hwy 7 Intersection Reconstruction (Roundabout no shift assumed) |
| | RAR-3 | Lake Minnetonka Regional Trail RAR Crossing (overpass assumed) |
| | RAR-4 | RAR Reconstruction - From Interlaken to Hwy 7 (not including Hwy 7 intersection; assumed 2-lane divided) |
| | RAR-5 | Hwy 7/RAR Pedestrian Crossing |
| BAV | BAV-1 | Bavaria Road - East Side Trail (82nd Street to Hwy 5) |
| WEST 82ND STREET | W82-1 | 82nd Roadway (Two-lane undivided from Bavaria to Hwy 41, ravine bridge, end intersections excluded) |
| | W82-2 | Hwy 41/82nd Street (Signal Replacement) |
| | W82-3 | 82nd Street/Bavaria Road Intersection (Roundabout) |
| | W82-4 | 82nd Street/McKnight Road (Roundabout) |




*Cost estimates are in 2020 dollars.*

Arboretum Area Transportation Plan

# What's Next

## We're Just Getting Started!

The shared corridor visions outlined in the Arboretum Area Transportation Plan will assist each partner agency as they consider future capital improvements and develop budgets.

The Arboretum Area Transportation Plan is the result of the first phase of a process. Before construction, each project identified in the Plan will need to go through a preliminary design phase that includes refinement of the vision with input from the public as well as efforts to secure funding. The final design phase will collect additional public input and resolve outstanding design details such as right of way and construction staging, resulting in a final project layout to be used during construction.

Carver County · Department of Transportation · Minnesota Landscape Arboretum

*The partners will continue to work together to secure funding and move individual projects into preliminary and final design phases to ready for construction.*

Victoria · City of Chanhassen Minnesota · City of Chaska Minnesota

## The Process

$ Funding will be key to moving projects forward.

WE ARE HERE

These phases will be a separate process for each project defined in plan vision.

### Study
Arboretum Area Transportation Plan

Define THE VISION

Public input

- Study justification
- Concepts
- Evaluation
- Result: *The Vision*

### Preliminary Design

Define WHAT TO BUILD

Public input

- Vision refinement
- Funding
- Result: *Preliminary Design*

### Final Design & Right of Way

Define HOW TO BUILD

Public input

- Draft design
- Right of way
- Construction staging
- Result: *Final Design*

### Construction

Build the project

## *Learn more*

**www.co.carver.mn.us/ArboretumAreaTransportationPlan**

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 2/22/2021 RESOLUTION NO. 2021-8**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**Resolution Approving Support for the Arboretum Area Transportation Plan**

**WHEREAS**, the City of Chaska, Carver County, and MnDOT are responsible for the planning and development of a safe and functional multimodal transportation system within their jurisdictional boundaries; and

**WHEREAS,** the City of Chaska partnered with Carver County, MnDOT, the Minnesota Landscape Arboretum, and the cities of Victoria and Chanhassen to identify transportation system improvements in the Arboretum Area including Highway 5, Highway 41, Rolling Acres Road, Bavaria Road, and 82nd Street West; and

**WHEREAS,** the Arboretum Area Transportation Plan recommends roadway corridor visions including: roadway typical sections and corridor footprints, pedestrian and bicycle facilities, and access type and intersection control to serve short, mid, and long-term development and transportation infrastructure needs; and

**WHEREAS,** the City of Chaska recognizes that the study recommendations establish a future planning-level corridor vision for agencies to jointly work towards, noting additional design and environmental review will be required for individual projects; and

**WHEREAS**, the Arboretum Area Transportation Plan includes an implementation framework with estimated improvement costs, project sequencing, and timeframes to guide capital improvement planning for the City of Chaska, Carver County, and their partners for improvements along Highway 5, Rolling Acres Road, Bavaria Road, 82nd Street West, and Highway 41; and

**WHEREAS,** the City of Chaska acknowledges that the implementation framework is subject to funding availability and all Arboretum Area Transportation Plan partners will continue to coordinate to advance the goals and objectives of the plan, seek and maximize outside funding sources, and will request City Council approval for each specific project and City of Chaska contribution as individual projects move forward; and

**WHEREAS,** the Plan is a guide to support coordinated transportation planning among Carver County, MnDOT, and the cities of Victoria, Chaska and Chanhassen and the Plan is not a commitment to invest in a specific improvement at a specific time; and

**WHEREAS,** the planned design of 82nd Street is constrained in width and curvature and cannot accommodate an official detour of TH 5; the City of Chaska anticipates that Carver County will work with the city to develop a mutually agreeable plan, if 82nd is constructed prior to TH 5; and

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Chaska, Minnesota does hereby Supports the Arboretum Area Transportation Plan:

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 22nd day of February, 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# EXHIBIT A

**AREA FEES AND CONNECTION CHARGES**
**CITY OF CHASKA**
**2020**

## DEVELOPMENT AREA FEES

| | | |
|---|---|---|
| **Water Area** | | $2,624/Acre |
| **Sanitary Sewer Area** | | $3,523/Acre |
| **Storm Water Area** | Commercial | $18,306/Acre |
| | Industrial | $12,662/Acre |
| | Single-Family Residential | $7,966/Acre |
| | Multi-Family Residential | $10,781/Acre |
| **Parkland Dedication** | | |
| a). Commercial/Industrial Land: | | |
| 10% Land or Cash Contribution | | $11,351/Acre |
| b). Residential: | | |
| Single Family/Duplex | | $3,922/Unit |
| Multi Family/3 or More Units | | $1,803/Unit |
| **Trails** | | |
| One and Two Family Dwellings | | $436/Unit |
| Townhouse – Detached | | $349/Unit |
| Townhouse – Attached | | $349/Unit |
| Apartments | | $266/Unit |
| Commercial/Industrial | | $1,307/Acre |
| **Electrical & Street Signage** | | $704-831/Lot |
| Underground Electrical, SF Residential | | $320-455/Lot |
| Street Lighting, SF Residential | | $64 - Street Name Sign |
| Street Signs | | $192 - Traffic Sign |

## *BUILDING PERMIT CONNECTION CHARGES*

| | |
|---|---|
| **Water Connection** | $4,400/Unit |
| **Sanitary Sewer Connection** | $3,610/Unit |
| **Metropolitan Council Environmental Services (MCES) SAC** (All industrial/commercial users must complete the industrial reporting form (MCES-92E). The information must be reviewed and approved by the MCES prior to issuing the building permit. The number of SAC units will be determined by the estimated wastewater flow to be discharged by the industrial user.) | $2,485/Unit |

# EXHIBIT B

2020 RATES (PLANNING & PROCESSING)

| ACCN'T NO. | CASE TYPE | APPLICATION FEES | | PROCESSING FEES |
|---|---|---|---|---|
| 100-3410-030 | CONCEPT PLAN/ REZONING/ COMPREHENSIVE PLAN AMENDMENT | RESIDENTIAL | | |
| | | $430 + $11.88/UNIT 1-10 UNITS | | $380 |
| | | $595 + $11.88/UNIT 11+ UNITS | | $380 |
| | | COMMERCIAL/INDUSTRIAL | | |
| | | $595 + $64.20/ACRE 0-3 ACRES | | $606 |
| | | $794 + $64.20/ACRE 3.1+ ACRES | | $606 |
| 100-3410-030 | PRELIMINARY PLAT | $595 + $24.50/ACRE + $11.56/LOT | | $1,229 |
| 100-3410-030 | FINAL PLAT | $232 + $7.29/LOT | | $712 |
| 100-3220-070 | VARIANCE | RESIDENTIAL | $186 | $380 |
| | | COMMERCIAL/INDUSTRIAL | $311 | $458 |
| | | WITH SITE/BLDG REVIEW | $186 | -0- |
| 100-3410-030 | LOT CONSOLIDATION OR DIVISION & VACATIONS | RESIDENTIAL | $186 | $232 |
| | | COMMERCIAL/INDUSTRIAL | $311 | $451 |
| 100-3220-070 | SPECIAL USE PERMIT | PYLON SIGN | $246 | $232 |
| | | DISH ANTENNA | $186 | $232 |
| | | OTHERS: | | |
| | | RESIDENTIAL | $238 | $381 |
| | | COMMERCIAL/INDUSTRIAL | $370 | $712 |
| 100-3410-030 | SITE/BUILDING PLAN | SINGLE FAMILY/TWNHSE | $344 + $8.37/UNIT | $864 |
| | MINOR ADDITIONS & ACCESSORY BLDGS. | MULTI FAMILY | $235 | $480 |
| | | COMMERCIAL/INDUSTRIAL | $370 | $712 |
| | MAJOR, NEW CONSTRUCTION | MULTI FAMILY | $467 + $17.85/UNIT | $864 |
| | | COMMERCIAL/INDUSTRIAL | $596 | $1,193 |
| 100-3220-070 | MINING/FILLING | | $665 | $0 |
| 100-3410-030 | **PLANNED DEVELOPMENT DISTRICTS** | | | |
| | RESIDENTIAL | CONCEPT/REZONE | $588 + $11.88/UNIT | $712 |
| | | PRELIM. PLAT | $370 + $11.88/ACRE | $467 |
| | | FINAL PLAT | $232 + $4.99/ACRE | $381 |
| | COMMERCIAL/ INDUSTRIAL & MULTI USE | CONCEPT/REZONE | $835 + $24.50/ACRE | $1,186 |
| | | PRELIM. PLAT | $477 + $11.88/ACRE | $854 |
| | | FINAL PLAT | $227 + $8.11/ACRE | $381 |
| 100-3410-030 | LOTS OF RECORD - NEW CONSTRUCTION | MULTI FAMILY RESIDENTIAL | $457 + $17.05/UNIT | $466 + $16.78/UNIT |
| | | COMMERCIAL/INDUSTRIAL | $613 | $597 |
| 100-3410-030 | MAILING LIST PREPARATION | | $0 | $117 |

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 2/22/2021

**Subject:** **Resolution of Support for the Highway 10 Corridor Plan**

Prepared By: Kevin Ringwald

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**Background**
The Highway 10 Corridor Plan was developed from September of 2018 through 2020. The project studied the current and future transportation needs of this major east-west corridor. The project partners included Carver County, MnDOT, the cities of Victoria and Chaska, and Laketown Township.

The Plan was developed to address the following needs:

- Define transportation system issues and potential opportunities both today and into the future;
- Develop and evaluate potential infrastructure improvement alternatives;
- Establish infrastructure improvement recommendations; and
- Develop a long-term implementation plan that can be phased in over time.

**Next Steps**
The shared corridor visions outlined in the Highway 10 Corridor Plan will assist each partner agency as they consider future capital improvements and other funding opportunities.

The Highway 10 Corridor Plan is the result of the first phase of a process. Before construction, each project identified in the Plan will need to go through a preliminary design phase that includes refinement of the vision with input from the public as well as efforts to secure funding. The final design phase will collect additional public input and resolve outstanding design details such as right of way and construction staging, resulting in a final project layout to be used during construction.

Lastly, the project partners will continue to work together to secure funding and move individual projects into preliminary and final design phases to ready for construction.

**Conclusion**
The Plan is a guide to support coordinated transportation planning among Carver County, MnDOT, and the cities of Victoria and Chaska. The Plan is not a commitment to invest in a specific improvement at a specific time.

**CITY COUNCIL ACTION REQUESTED**
Motion to approve Resolution No. 2021-9, supporting the Highway 10 Corridor Plan.

# Highway 10 and Highway 11 Corridor Studies

Chaska City Council Workshop

February 1, 2020

# Study Overview

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Project Goals

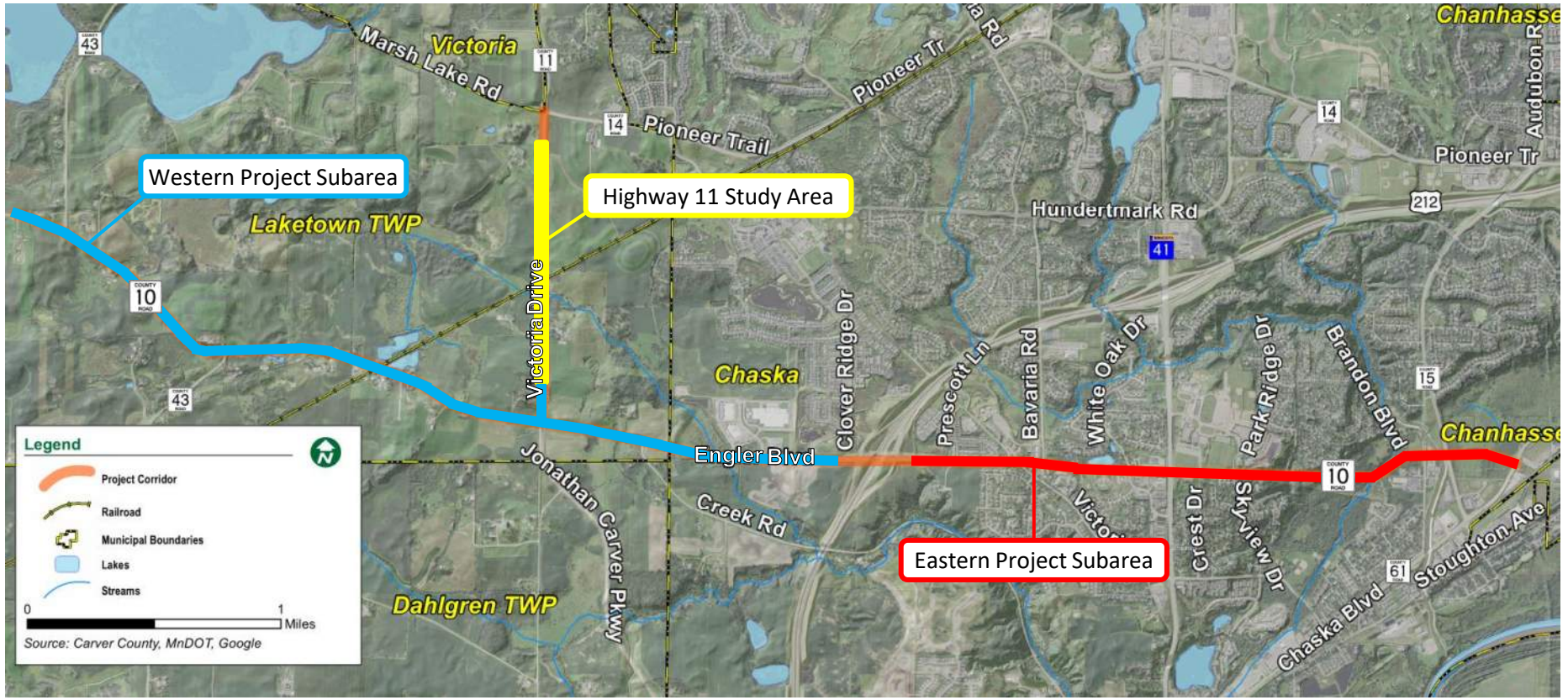
Vehicle Mobility

Safety for All Travelers

Supports Land Development

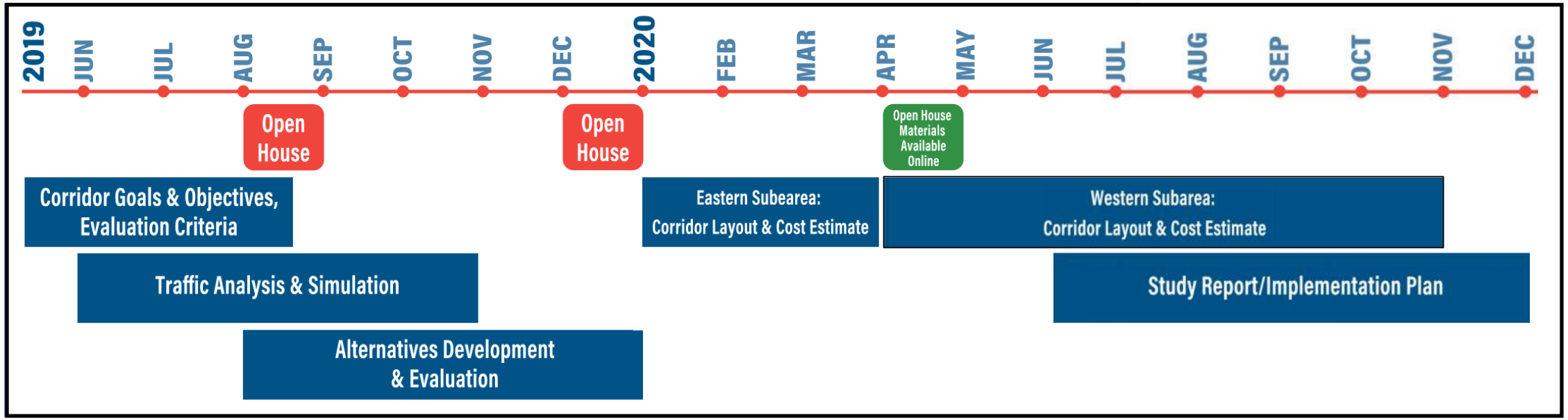
Environmental Considerations

Financial Responsibility



# Study Schedule

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA




- August 2019 – Open House #1
- December 2019 – Open House #2
- April 2020 – Open House #3 (Virtual)
- June 2020 – County Board Update

# Study Schedule

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Public Open Houses: 3

- #1: 50+ attendees 8/21/2019
- #2: 50+ attendees 12/19/2019
- #3: ~63 Survey Responses and 144 Comments in April 2020 Virtual Open House

**Project Website:**
www.co.carver.mn.us/Hwy10StudyVictoriaChaska

## City of Victoria Staff Coordination: 3

## Laketown Township Board Meeting: 2

## Property Owner Discussions

## Online comments and survey responses

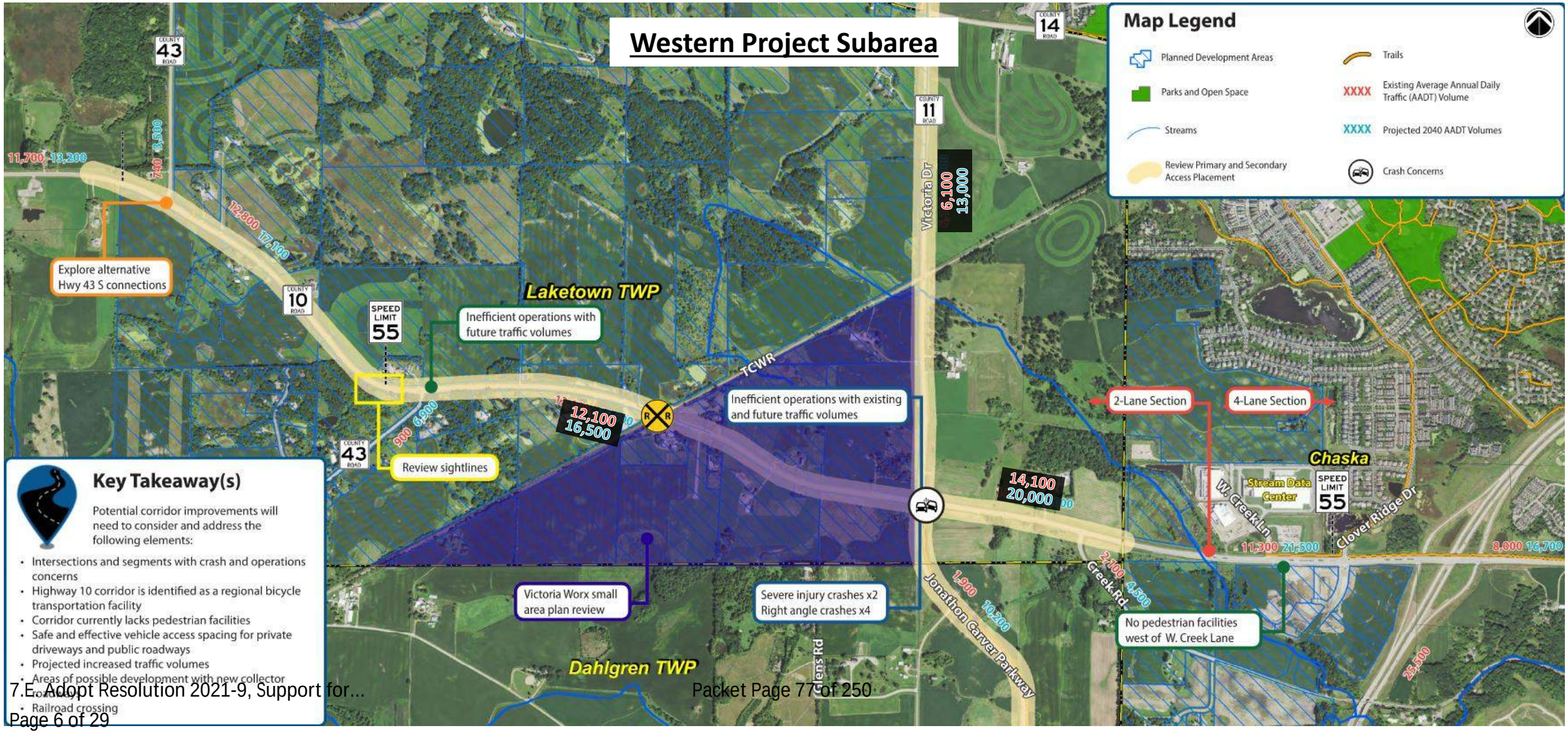
## Project update e-Bulletins

## City Council Updates



# Hwy 11 and Hwy 10 – West of Hwy 212

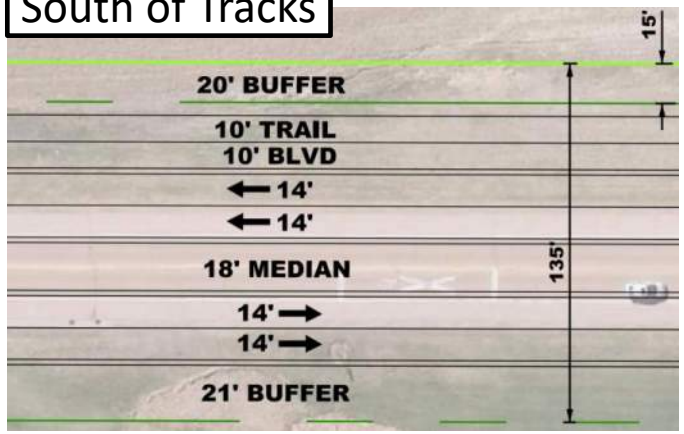
HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA



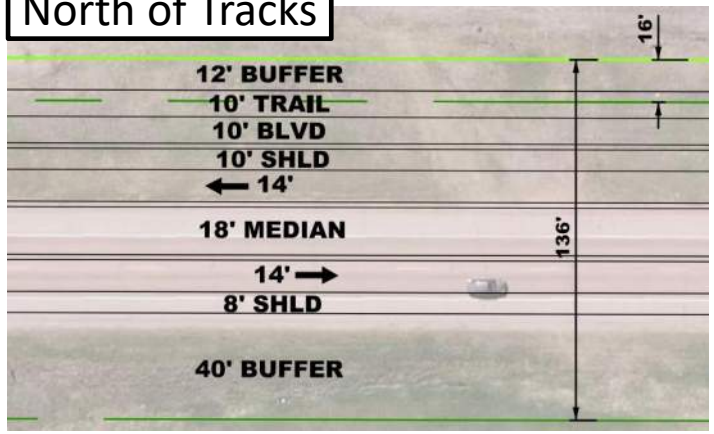
# Highway 11 Study Area

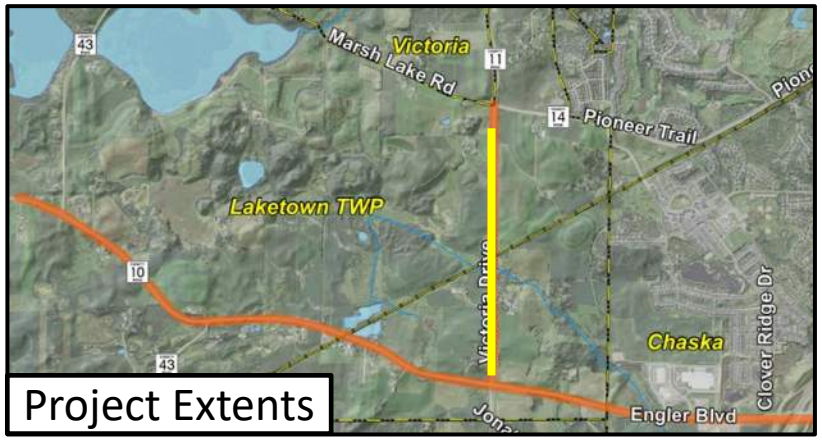
HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

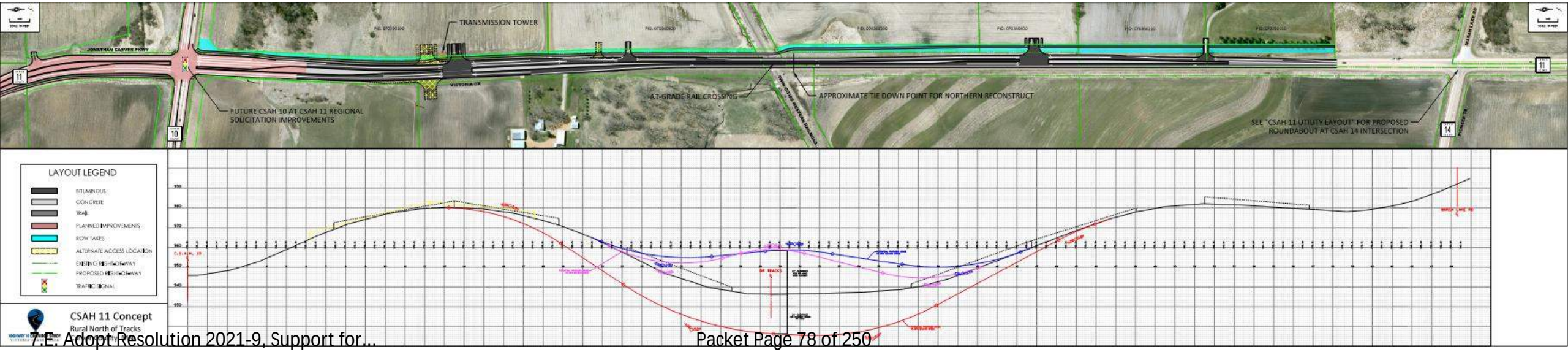
South of Tracks




North of Tracks



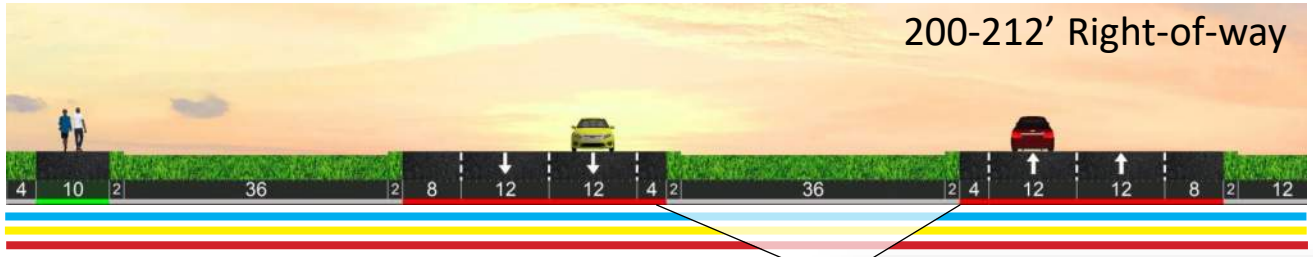



# Hwy 10 – Western Subarea

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Four-Lane Divided Rural (Facing East)

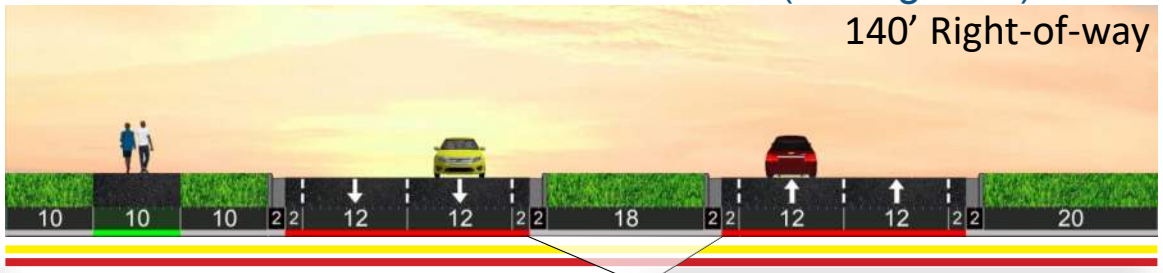
200-212’ Right-of-way

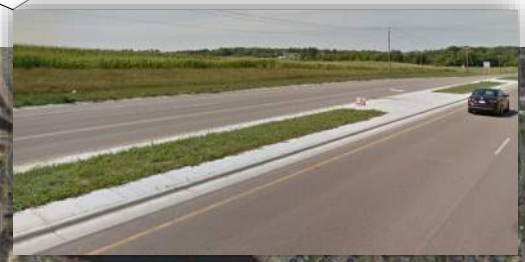





## Four-Lane Divided Urban (Facing East)

140’ Right-of-way





# Hwy 10 Access Control

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## What is Access Management?

- Planning and control of the location, spacing, design, and operation of driveways, median openings, and street connections to a roadway.
- Designates where and how vehicles access and exit a roadway.
- Helps protect public investment in roadways by:
  - Preserving mobilitiy
  - Reducing delay
  - Minimizing crashes
  - Reducing conflict points

## County Access Spacing Guidelines

| Classification | Purpose (Typical Trip Length[1]) | % of All Roads in Carver County | Access Spacing[2] | | | |
|---|---|---|---|---|---|---|
| | | | Primary | | Secondary | |
| | | | Rural, Exurban, & Bypass | Urban/ Urbanizing | Rural, Exurban, & Bypass | Urban/ Urbanizing |
| Principal Arterial/ Regional Corridor | Region to Region Connection (greater than 5 miles trips) | 4.7% | 1 mile (2 per mile) | 1/2 mile (3 per mile) | 1/2 mile (3 per mile) | 1/4 (5 per mile) |
| Minor Arterial | City to Region Connection (3 to 5 mile trips) | 18.5% | 1/2 mile (3 per mile) | 1/4 mile (5 per mile) | 1/4 mile (5 per mile) | 1/8 mile (9 per mile) |
| Collector | Neighborhood to Neighborhood Connection (less than 3 miles) | 11.4% | 1/2 mile (3 per mile) | 1/4 mile (5 per mile) | 1/4 mile (5 per mile) | 1/8 mile (9 per mile) |
| Local | Local Connection | 65.4% | - | - | - | - |

(1.) Information from Carver County Transportation Plan Management Manual
(2.) Information from Carver County 2040 Comprehensive Plan

## Access Conflict Points and Connection Safety

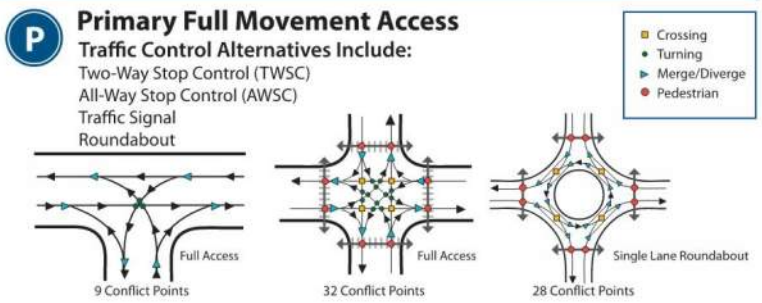




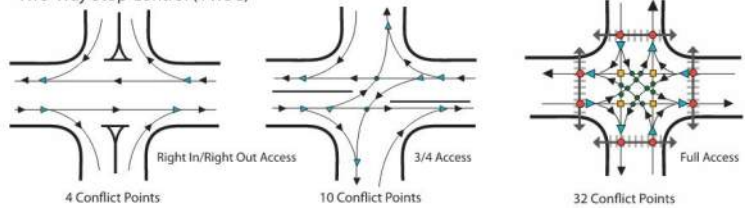





**P Primary Full Movement Access**
Traffic Control Alternatives Include:
Two-Way Stop Control (TWSC)
All-Way Stop Control (AWSC)
Traffic Signal
Roundabout

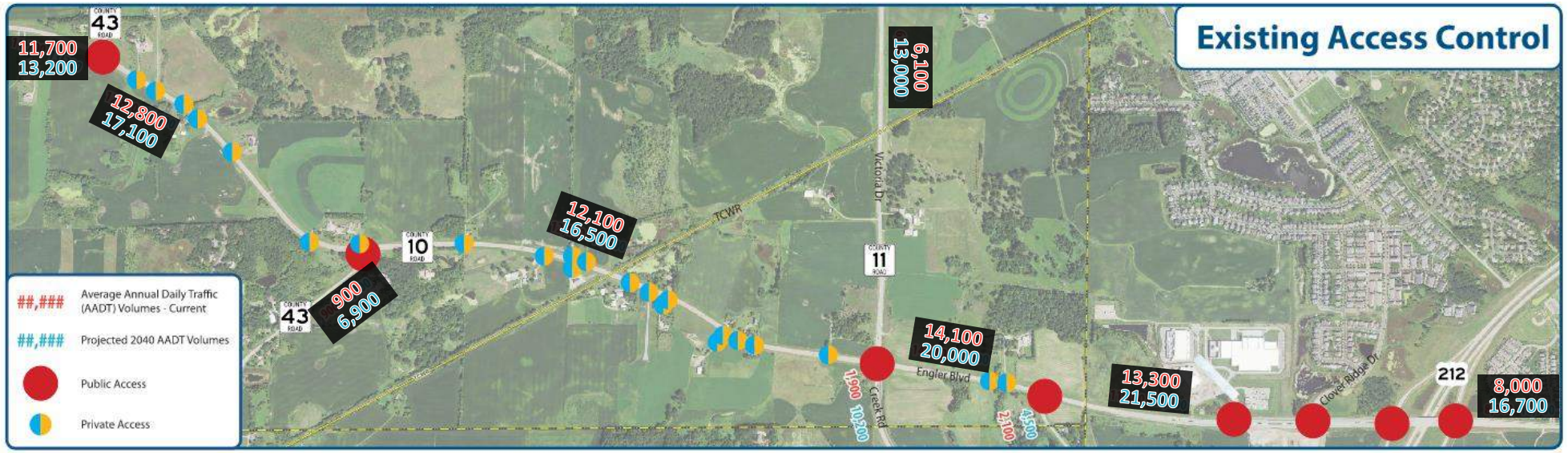


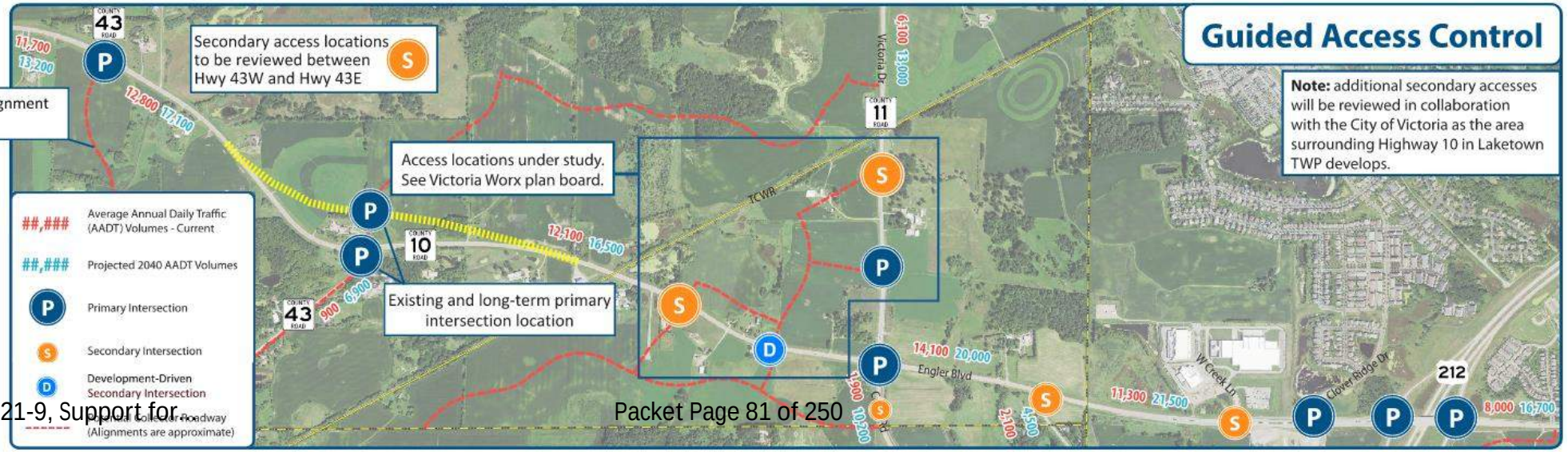

**S Conditional Secondary Access**
Traffic Control Alternatives Include:
Two-Way Stop Control (TWSC)



# Hwy 10 Access Control

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

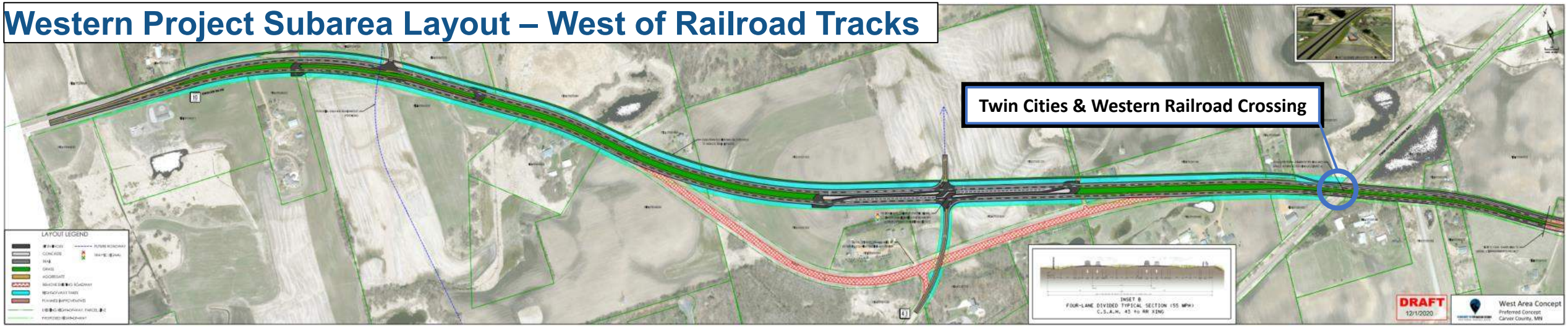


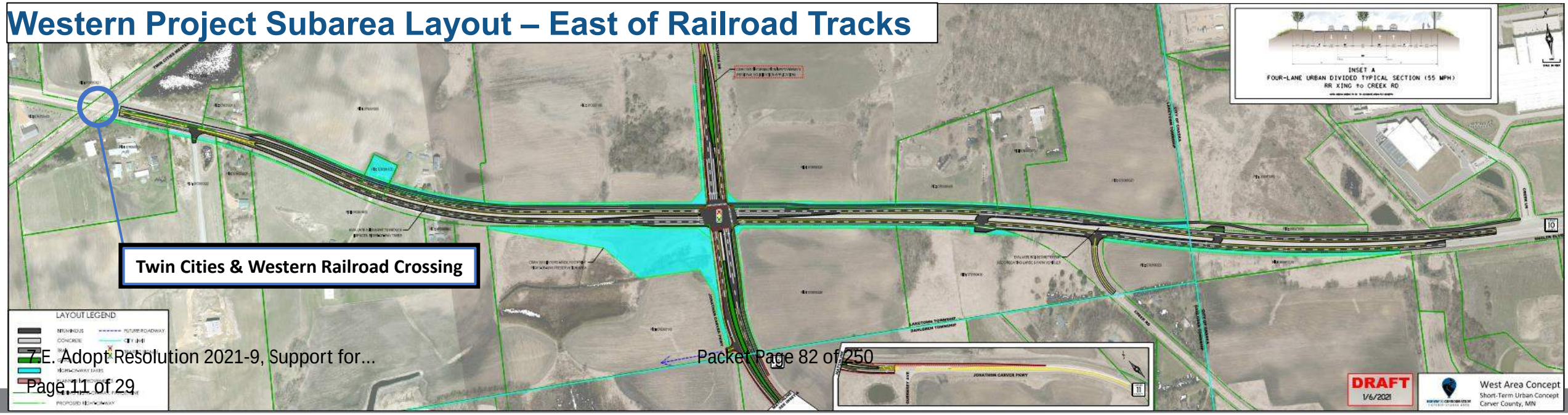
# Recommended Study Layouts

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Western Project Subarea Layout – West of Railroad Tracks

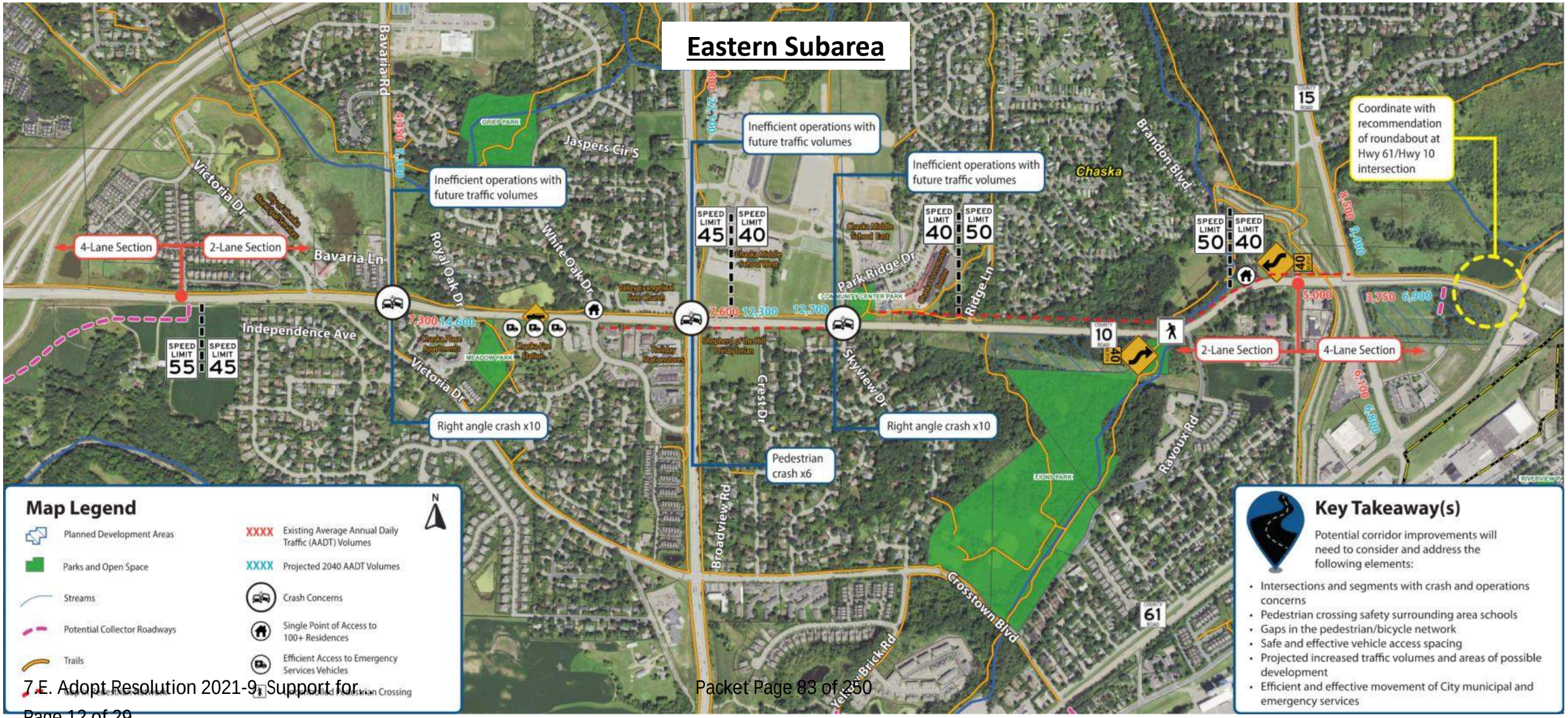



## Western Project Subarea Layout – East of Railroad Tracks



# Highway 10 – East of Hwy 212

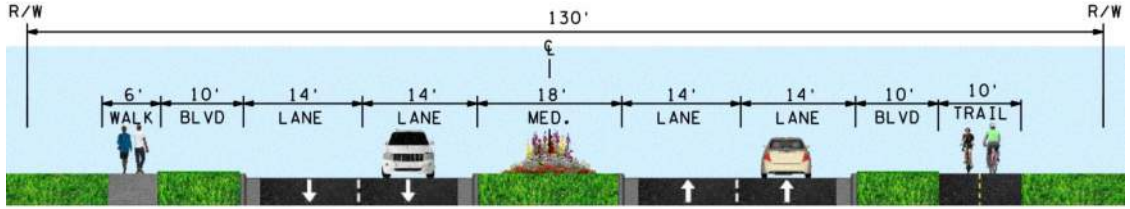
HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA



# Hwy 10 – Eastern Subarea

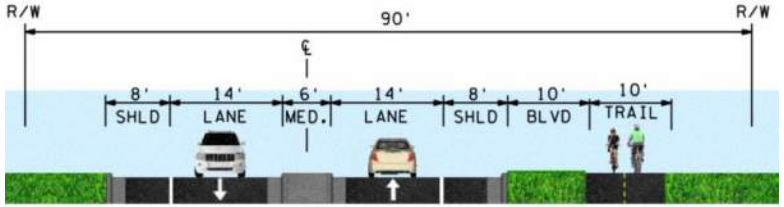
HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Four-Lane Divided Urban




**Hwy 10 – Hwy 212 Ramps to Bavaria Road**
**Hwy 10 – Bavaria Road to Park Ridge Drive**

## Two-Lane Divided Urban



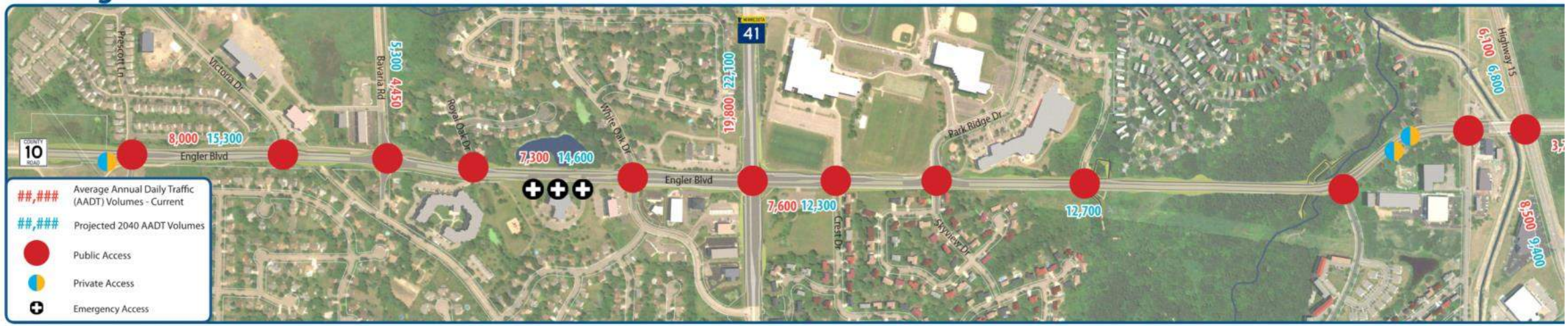

**Hwy 10 – Park Ridge Drive to Audubon Road (Hwy 15)**



# Hwy 10 Access Control

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Existing Access Control




## Guided Access Control




**Note:** Conditional secondary access identified for the intersections of Highway 10 at Victoria Drive and Crest Drive assume side street stop control without median in the near-term. If operational and safety concerns develop due to increasing volumes on Highway 10, access may be reduced.

# Recommended Study Layouts

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Eastern Project Subarea Layout

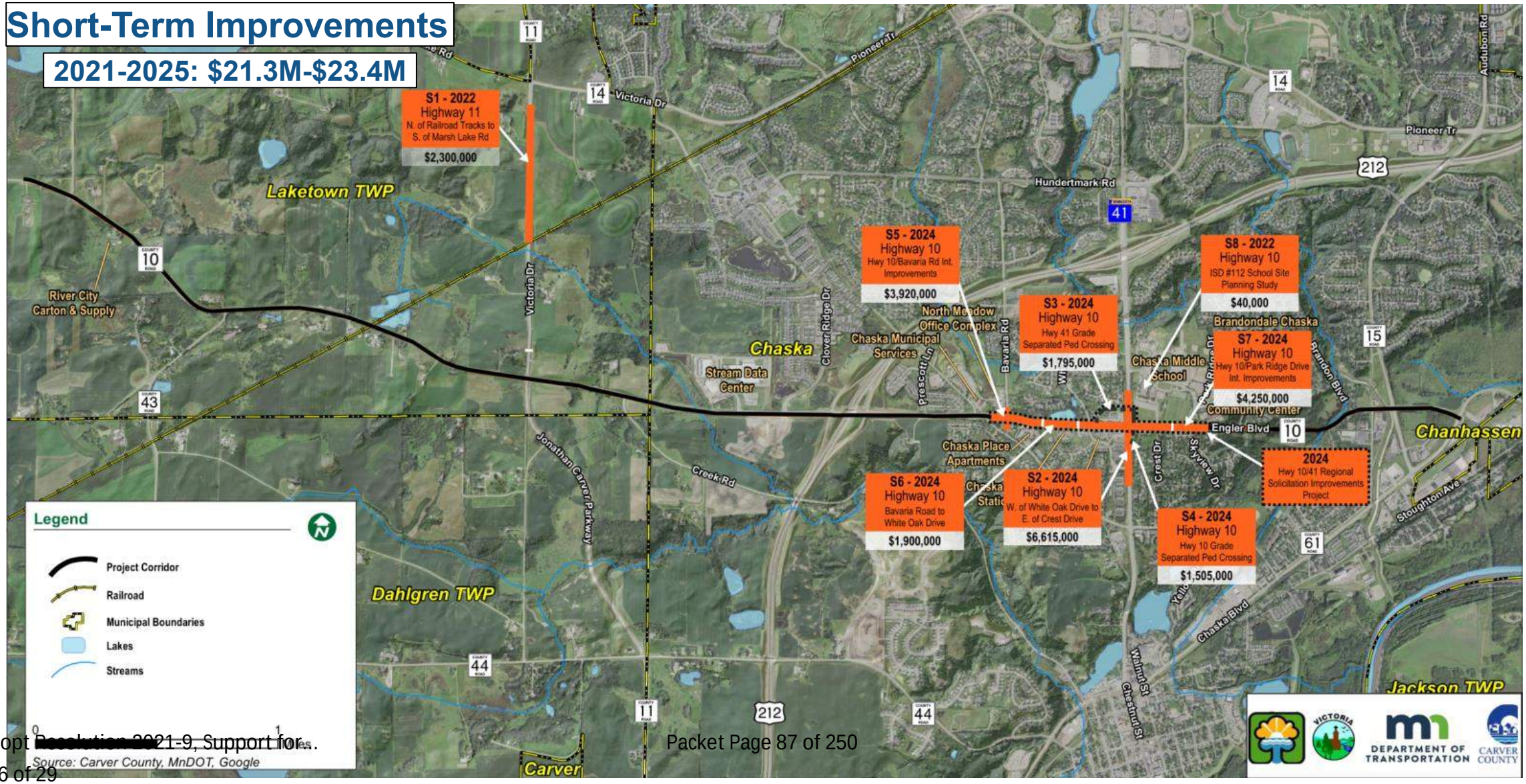


# Implementation Plan Overview

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Short-Term Improvements

**2021-2025: $21.3M-$23.4M**

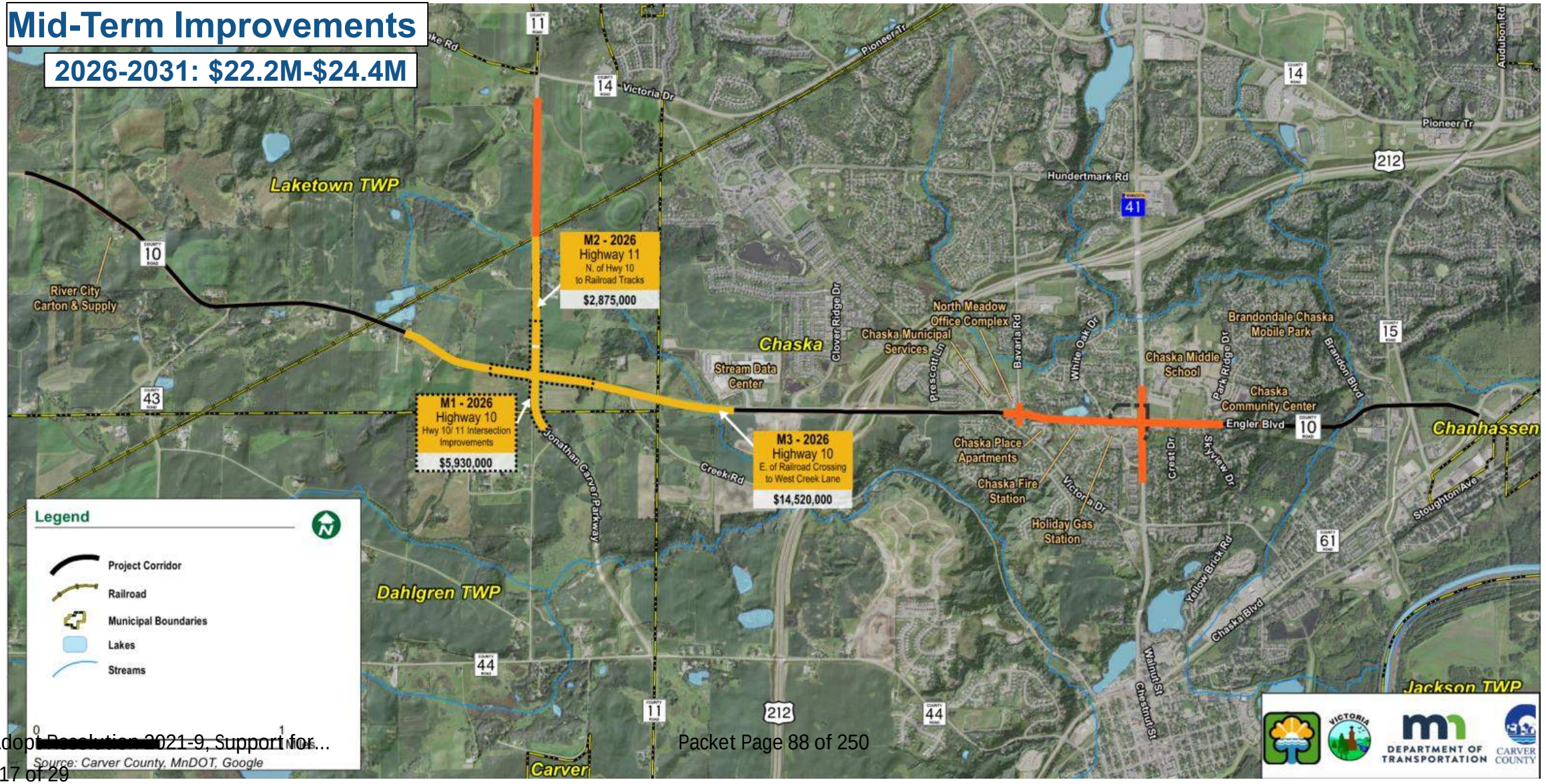


# Implementation Plan Overview

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

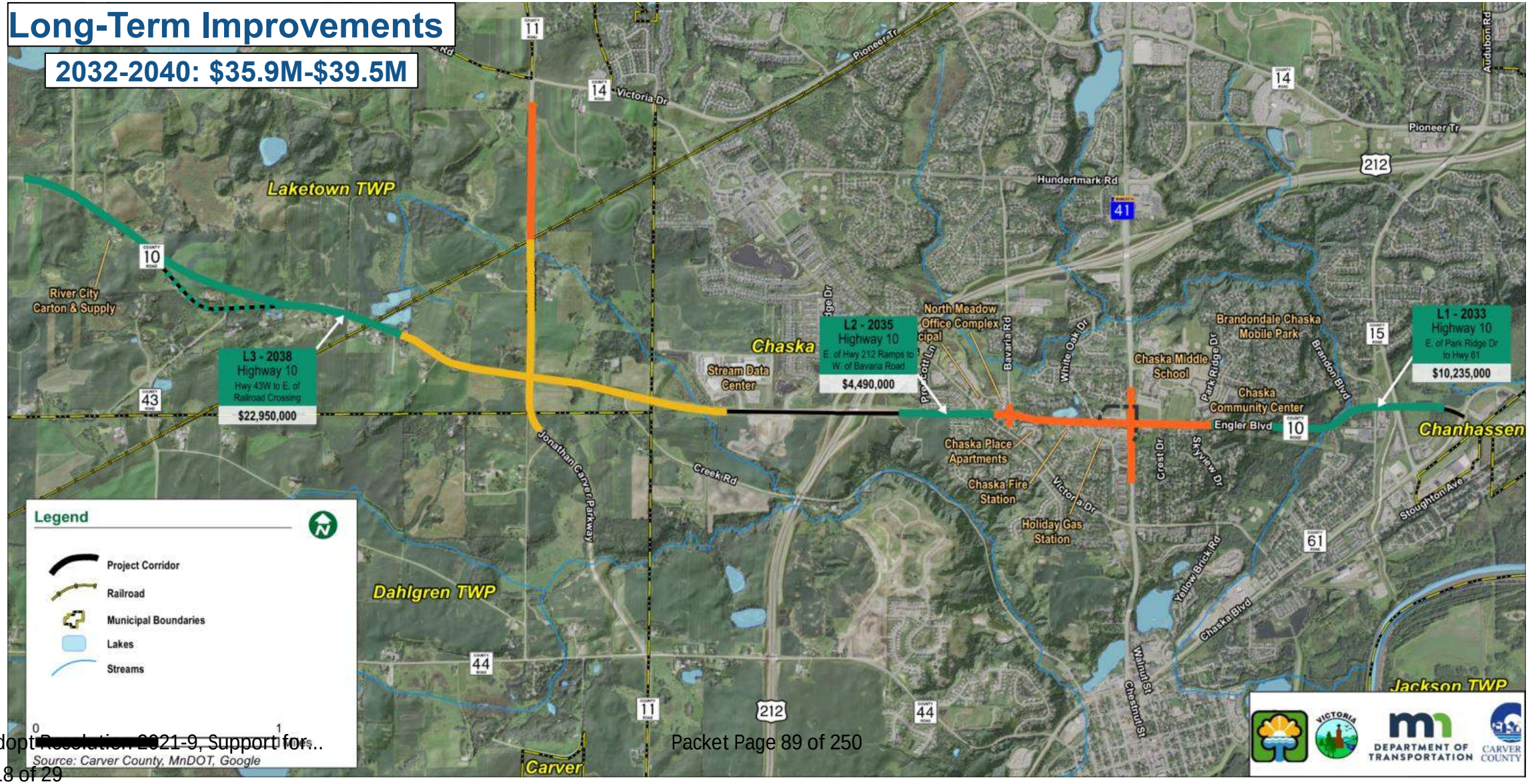
## Mid-Term Improvements

**2026-2031: $22.2M-$24.4M**



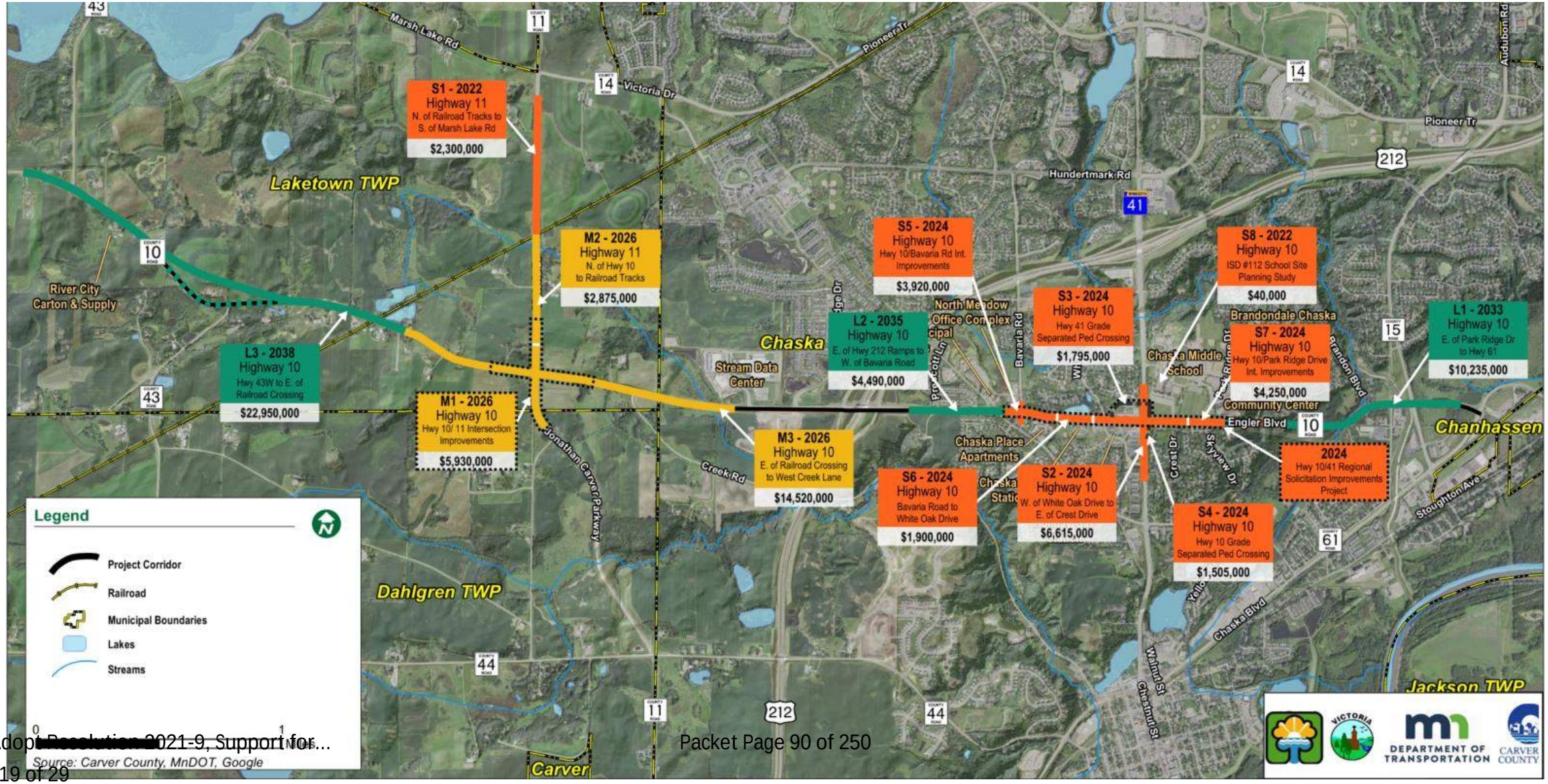
# Implementation Plan Overview

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA



# Implementation Plan Overview

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA



# Implementation Plan

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

BOLTON & MENK

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Highway 10 Corridor Study Victoria-Chaska Area

### Implementation Plan

**December 2020**

DEPARTMENT OF TRANSPORTATION

CARVER COUNTY

| Priority | Project Number | Sub-Area | Years Estimated | Project Description | Potential Funding | Lead Agency | Cost | | | | | | | | | | | | | | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Construction | | | Right-of-Way | | | Project Development and Delivery | | | Total (2020 Dollars) | | | Year | Total Expected Cost (with 3% inflation) | | | |
| Short-Term | S1 | Highway 11 | 2-3 Years | CSAH 11 Improvements<br>*North of Railroad Xing to South of Marsh Lake Road* | CO, Local | County | $1,700,000 | to | $1,870,000 | $22,000 | to | $20,000 | $340,000 | to | $370,000 | $2,062,000 | to | $2,270,000 | 2022 | **$2,190,000** | to | **$2,410,000** | |
| | S2 | Eastern | 4-6 Years | CSAH 10 Reconstruction<br>*from West of White Oak Drive to E. of Crest Drive* | CO, Local, RS, TH | County | $4,260,000 | to | $4,690,000 | $490,700 | to | $540,000 | $850,000 | to | $940,000 | $5,600,700 | to | $6,160,000 | 2024 | **$6,300,000** | to | **$6,930,000** | |
| | S3 | Eastern | 4-6 Years | TH 41 Grade Separated Pedestrian Crossing<br>*North of CSAH 10* | Local, SRTS | City | $1,200,000 | to | $1,320,000 | $66,300 | to | $70,000 | $250,000 | to | $280,000 | $1,516,300 | to | $1,670,000 | 2024 | **$1,710,000** | to | **$1,880,000** | |
| | S4 | Eastern | 4-6 Years | CSAH 10 Grade Separated Pedestrian Crossing<br>*East of TH 41* | CO, Local, RS | City, County | $950,000 | to | $1,050,000 | $124,100 | to | $140,000 | $200,000 | to | $220,000 | $1,274,100 | to | $1,400,000 | 2024 | **$1,430,000** | to | **$1,580,000** | |
| | S5 | Eastern | 4-6 Years | CSAH 10/Bavaria Road Intersection Improvements | CO, Local, RS | County | $2,658,000 | to | $2,920,000 | $110,000 | to | $120,000 | $550,000 | to | $610,000 | $3,318,000 | to | $3,650,000 | 2024 | **$3,730,000** | to | **$4,110,000** | |
| | S6 | Eastern | 4-6 Years | CSAH 10 Reconstruction<br>*from Bavaria Road to White Oak Drive* | CO, Local, RS | County | $1,194,600 | to | $1,310,000 | $160,600 | to | $180,000 | $250,000 | to | $280,000 | $1,605,200 | to | $1,770,000 | 2024 | **$1,810,000** | to | **$1,990,000** | |
| | S7 | Eastern | 4-6 Years | CSAH 10/Park Ridge Drive Intersection Improvements | CO, Local, SRTS | County | $2,868,800 | to | $3,160,000 | $175,900 | to | $190,000 | $550,000 | to | $610,000 | $3,594,700 | to | $3,950,000 | 2024 | **$4,050,000** | to | **$4,450,000** | |
| | S8 | Eastern | 4-6 Years | ISD #112 School Site Planning Study - Near Crest Drive | CO, Local | City, County | $0 | to | $0 | $0 | to | $0 | $40,000 | to | $40,000 | $40,000 | to | $40,000 | 2024 | **$50,000** | to | **$50,000** | |
| | | | | ***Subtotal*** | | | **$14,831,400** | **to** | **$16,320,000** | **$1,149,600** | **to** | **$1,260,000** | **$3,030,000** | **to** | **$3,350,000** | **$19,011,000** | **to** | **$20,910,000** | | **$21,270,000** | **to** | **$23,400,000** | |
| Mid-Term | M1 | Western | 4-6 Years | CSAH 10/CSAH 11 Intersection Improvements | CO, RS | County | $3,900,000 | to | $4,290,000 | $50,000 | to | $60,000 | $780,000 | to | $860,000 | $4,730,000 | to | $5,200,000 | 2026 | **$5,650,000** | to | **$6,210,000** | |
| | M2 | Highway 11 | 6-10 Years | CSAH 11 Improvements<br>*North of CSAH 10 to Railroad Xing* | CO, Local | County | $1,894,000 | to | $2,080,000 | $20,000 | to | $20,000 | $380,000 | to | $420,000 | $2,294,000 | to | $2,520,000 | 2026 | **$2,740,000** | to | **$3,010,000** | |
| | M3 | Western | 6-10 Years | CSAH 10 Reconstruction<br>*from East of Railroad Xing to W. Creek Lane* | CO, Local | County | $8,940,000 | to | $9,830,000 | $855,800 | to | $940,000 | $1,790,000 | to | $1,970,000 | $11,585,800 | to | $12,740,000 | 2026 | **$13,830,000** | to | **$15,210,000** | **Rural typical section assumed.** |
| | | | | ***Subtotal*** | | | **$14,734,000** | **to** | **$16,200,000** | **$925,800** | **to** | **$1,020,000** | **$2,950,000** | **to** | **$3,250,000** | **$18,609,800** | **to** | **$20,460,000** | | **$22,220,000** | **to** | **$24,430,000** | |
| Long-Term | L1 | Eastern | 12-15 Years | CSAH 10 Reconstruction<br>*from East of Park Ridge Drive to CSAH 61* | CO, Local | County | $5,431,500 | to | $5,970,000 | $107,500 | to | $120,000 | $1,100,000 | to | $1,210,000 | $6,639,000 | to | $7,300,000 | 2033 | **$9,750,000** | to | **$10,720,000** | |
| | L2 | Eastern | 12-15 Years | CSAH 10 Reconstruction<br>*from East of TH 212 Ramps to West of Bavaria Road* | CO, Local | County | $2,273,000 | to | $2,500,000 | $20,000 | to | $20,000 | $450,000 | to | $500,000 | $2,743,000 | to | $3,020,000 | 2035 | **$4,270,000** | to | **$4,710,000** | |
| | L3 | Western | 15-20 Years | CSAH 10 Reconstruction<br>*from CSAH 43 West to East of Railroad Xing* | CO, Local | County | $9,400,000 | to | $10,340,000 | $1,559,000 | to | $1,710,000 | $1,880,000 | to | $2,070,000 | $12,839,000 | to | $14,120,000 | 2038 | **$21,860,000** | to | **$24,040,000** | **Completed in coordination with area development.** |
| | | | | ***Subtotal*** | | | **$17,104,500** | **to** | **$18,810,000** | **$1,686,500** | **to** | **$1,850,000** | **$3,430,000** | **to** | **$2,570,000** | **$22,221,000** | **to** | **$24,440,000** | | **$35,880,000** | **to** | **$39,470,000** | |
| | | | | ***Total 20 Year Investment*** | | | **$46,669,900** | **to** | **$51,330,000** | **$3,761,900** | **to** | **$4,130,000** | **$9,410,000** | **to** | **$9,170,000** | **$59,841,800** | **to** | **$65,810,000** | | **$79,370,000** | **to** | **$87,300,000** | |

**FUNDING KEY**

| | | | | |
|---|---|---|---|---|
| **CO** | **County State Aid Highway, County Sales Tax, Wheelage, or Other County Funds** | **MHFP** | **Minnesota Highway Freight Program Funds (State)** | **Note: Construction and Project Development and Delivery cost are estimate cost plus 10%** |
| **HSIP** | **Highway Safety Improvement Program Funds (Federal)** | **PRIV** | **Private Funding / Development (Private)** | **Note: Construction Cost do NOT include City Utilities (Sanitary/Watermain)** |
| **LOCAL** | **City Funding MSAS** | **RS** | **Regional Solicitation (Federal)** | **Note: Right-of-Way costs are preliminary and will be finalized at a later date** |
| **LPP** | **Local Parentship Program** | **SRTS** | **Safe Routes to School** | |
| **LRIP** | **Local Road Improvement Program Funds (State)** | **TH** | **Trunk Highway Funds (State)** | |

# Funding Success

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Hwy 10/41 Improvements Project

- Priority: Short-Term (4-6 Years)
- Construction Year: Estimated 2024
- Typical Section:
  - Hwy 10: 4-lane Divided Urban
  - Hwy 41: Additional Southbound thru lane
- Traffic Control: Traffic Signal w/ Improvements
- Total Costs: ~$19 Million







*Project Awarded $7M in funding from the 2020 MetCouncil Regional Solicitation Program

*Project Awarded $933,360 in funding from the 2020 MetCouncil Regional Solicitation Program

# Short-Term Projects

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

| Component | Construction Year | Construction | ROW | Engineering / Const. Admin. | Total |
|---|---|---|---|---|---|
| **CSAH 10/TH 41 Roadway Expansion** | **2024** | **$13,440,000** | **$1,190,000** | **$2,700,000** | **$17,330,000** |
| MnDOT | | $1,730,000 | $0 | $380,000 | $2,110,000 |
| Carver County | | $7,780,000 | $620,000 | $1,880,000 | $10,280,000 |
| City of Chaska | | $3,930,000 | $570,000 | $440,000 | $4,940,000 |
| **CSAH 10/TH 41 Roadway Expansion Regional Solicitation Funds Awarded** | **2024** | **$13,440,000** | **$1,190,000** | **$2,700,000** | **$17,330,000** |
| Regional Solicitation Funds | | $7,000,000 | $0 | $0 | $7,000,000 |
| MnDOT | | $828,958 | $0 | $380,000 | $1,208,958 |
| Carver County | | $3,727,917 | $620,000 | $1,880,000 | $6,227,917 |
| City of Chaska | | $1,883,125 | $570,000 | $440,000 | $2,893,125 |
| **TH 41 North Pedestrian Underpass SRTS** | **2024** | **$1,360,000** | **$80,000** | **$280,000** | **$1,720,000** |
| MnDOT | | $0 | $0 | $0 | $0 |
| Carver County | | $680,000 | $40,000 | $140,000 | $860,000 |
| City of Chaska | | $680,000 | $40,000 | $140,000 | $860,000 |
| **TH 41 North Pedestrian Underpass SRTS Funds Awarded** | **2024** | **$1,360,000** | **$80,000** | **$280,000** | **$1,720,000** |
| Regional Solicitation Funds | | $933,360 | $0 | $0 | $933,360 |
| MnDOT | | $0 | $0 | $0 | $0 |
| Carver County | | $213,320 | $40,000 | $140,000 | $393,320 |
| City of Chaska | | $213,320 | $40,000 | $140,000 | $393,320 |

| Component | Construction Year | Construction | ROW | Engineering / Const. Admin. | Total |
|---|---|---|---|---|---|
| **Total Investment No Funding Awarded** | | **$14,800,000** | **$1,270,000** | **$2,980,000** | **$19,050,000** |
| MnDOT | | $1,730,000 | $0 | $380,000 | $2,110,000 |
| Carver County | | $8,460,000 | $660,000 | $2,020,000 | $11,140,000 |
| City of Chaska | | $4,610,000 | $610,000 | $580,000 | $5,800,000 |
| **Total Investment All Requested Funding Awarded** | | **$14,800,000** | **$1,270,000** | **$2,980,000** | **$19,050,000** |
| Requested Funding | | $7,933,360 | $0 | $0 | $7,933,360 |
| MnDOT | | $828,958 | $0 | $380,000 | $1,208,958 |
| Carver County | | $3,941,237 | $660,000 | $2,020,000 | $6,621,237 |
| City of Chaska | | $2,096,445 | $610,000 | $580,000 | $3,286,445 |

Notes:
1. All costs shown in construction year dollars at 3% inflation.
2. ROW costs subject to change during final design

# Long-Term Projects

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

**Project L1**

| Component | Contstruction Year | Construction | ROW | Engineering / Const. Admin. | Total | Total (Project Year Dollars at 3% Inflation) |
|---|---|---|---|---|---|---|
| Ridge Drive to CSAH 61 Improvements | 2033 | $4,731,600 | $107,500 | $950,000 | $5,789,100 | $8,500,000 |
| MnDOT | NHPP/BF | $0 | $0 | $0 | $0 | $0 |
| Carver County | | $3,676,800 | $53,750 | $844,800 | $4,575,350 | $6,720,000 |
| City of Chaska | | $1,054,800 | $53,750 | $105,200 | $1,213,750 | $1,780,000 |

**Project L1**

| | | | | | | |
|---|---|---|---|---|---|---|
| Ridge Drive Pedestrian Underpass | 2033 | $700,000 | $0 | $150,000 | $850,000 | $1,250,000 |
| MnDOT | NHPP/BF | $0 | $0 | $0 | $0 | $0 |
| Carver County | | $0 | $0 | $0 | $0 | $0 |
| City of Chaska | | $700,000 | $0 | $150,000 | $850,000 | $1,250,000 |

**Project L2**

| | | | | | | |
|---|---|---|---|---|---|---|
| Victoria Drive to Prescott Lane Improvements | 2035 | $2,273,400 | $20,000 | $450,000 | $2,743,400 | $4,270,000 |
| Carver County | | $1,571,600 | $10,000 | $411,300 | $1,992,900 | $3,100,000 |
| City of Chaska | | $701,800 | $10,000 | $38,700 | $750,500 | $1,170,000 |

# Opportunity Projects

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

BOLTON & MENK

HIGHWAY 10 CORRIDOR STUDY
VICTORIA-CHASKA AREA

## Highway 10 Corridor Study Victoria-Chaska Area

### Implementation Plan

**December 2020**

DEPARTMENT OF TRANSPORTATION

CARVER COUNTY

| Priority | Project Number | Sub-Area | Years Estimated | Project Description | Potential Funding | Lead Agency | Cost: Construction | | | Cost: Right-of-Way | | | Cost: Project Development and Delivery | | | Cost: Total (2020 Dollars) | | | Year | Total Expected Cost (with 3% inflation) | | | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Opportunity / Development Driven | O1 | Eastern | | Local Trail - City of Chaska<br>*Ridge Lane to Ravoux Road* | Local | Chaska | $900,000 | to | $990,000 | $0 | to | $0 | $180,000 | to | $200,000 | $1,080,000 | to | $1,190,000 | 2030 | **$1,450,000** | to | **$1,600,000** | **Cost includes trail along north side of CSAH 10.** |
| | O2 | Eastern | | Trail Realignment And Underpass<br>*Near Ravoux Rd* | CO, Local | Chaska | $0 | to | $0 | $0 | to | $0 | $0 | to | $0 | $0 | to | $0 | 2030 | **TBD** | to | **TBD** | |
| | O3 | Eastern | | CSAH 10/White Oak Drive Intersection<br>*Traffic Signal Improvement* | CO, Local | County | $250,000 | to | $280,000 | $0 | to | $0 | $50,000 | to | $60,000 | $300,000 | to | $330,000 | 2035 | **$470,000** | to | **$510,000** | **May complete with S2.** |
| | O4 | Eastern | | Local Roads - City of Chaska<br>*Old Audubon Rd/Brandon Blvd/Ravoux Rd realignment* | Local | Chaska, County | - | to | - | - | to | - | - | to | - | - | to | - | TBD | - | to | - | |
| | O5 | Eastern | | Local Roads - City of Chaska<br>*Victoria Drive and Bavaria Lane* | CO, Local | County | - | to | - | - | to | - | - | to | - | - | to | - | TBD | - | to | - | |
| | O6 | Eastern | | Local Roads - City of Chaska<br>*Prescott Lane, South Connection* | Local | Chaska | - | to | - | - | to | - | - | to | - | - | to | - | TBD | - | to | - | |
| | O7 | Western | | Local Roads - City of Victoria<br>*Collector Roadway System* | Local | Victoria | - | to | - | - | to | - | - | to | - | - | to | - | TBD | - | to | - | |
| | O8 | Western | | Development Access(es)<br>*Victoria Worx Subarea Plan Access* | Local | Victoria, County | - | to | - | - | to | - | - | to | - | - | to | - | TBD | - | to | - | |
| | O9 | Western | | CSAH 10 Grade Separated Railroad Crossing | CO | County | - | to | - | - | to | - | - | to | - | - | to | - | 2019 | - | to | - | |
| | O10 | Highway 11 | | CSAH 11 Grade Separated Railroad Crossing | CO | County | - | to | - | - | to | - | - | to | - | - | to | - | 2022 | - | to | - | |

**FUNDING KEY**

| | | | |
|---|---|---|---|
| **CO** | **County State Aid Highway, County Sales Tax, Wheelage, or Other County Funds** | **MHFP** | **Minnesota Highway Freight Program Funds (State)** |
| **HSIP** | **Highway Safety Improvement Program Funds (Federal)** | **PRIV** | **Private Funding / Development (Private)** |
| **LOCAL** | **City Funding MSAS** | **RS** | **Regional Solicitation (Federal)** |
| **LPP** | **Local Parentship Program** | **SRTS** | **Safe Routes to School** |
| **LRIP** | **Local Road Improvement Program Funds (State)** | **TH** | **Trunk Highway Funds (State)** |

**Note: Construction and Project Development and Delivery cost are estimate cost plus 10%**
**Note: Construction Cost do NOT include City Utilities (Sanitary/Watermain)**
**Note: Right-of-Way costs are preliminary and will be finalized at a later date**

**POTENTIAL SCHEDULE ADJUSTMENTS**

**CHANGE:** **O3 moves to established timeline or schedule** **CAUSE:** **Safety and operations concerns arise at the White Oak Drive Intersection**

# Next Steps

**City of Chaska**
Seeking Approval for Resolution
for the Highway 10 Corridor Study Tonight

**Carver County Board**
Seeking Approval for Resolution
at February 16th County Board Meeting

# Questions?

**CITY OF CHASKA**
**CARVER COUNTY, MINNESOTA**

**RESOLUTION**

**DATE 2/22/2021 RESOLUTION NO. 2021-9**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

**Resolution Approving Support for the Highway 10 Corridor Plan**

**WHEREAS**, the City of Chaska and Carver County are responsible for the planning and development of a safe and functional multimodal transportation system within their jurisdictional boundaries; and

**WHEREAS,** the City of Chaska partnered with Carver County, MnDOT, Laketown Township, and the City of Victoria to identify transportation system improvements on County State Aid Highway (CSAH) 10/Engler Boulevard from west of CSAH 43 W. in Laketown Township to CSAH 61 (Chaska Boulevard/Flying Cloud Drive) in Chaska; and

**WHEREAS,** the Highway 10 Corridor Study – Victoria/Chaska Area recommends roadway corridor visions including: roadway typical sections and corridor footprints, pedestrian and bicycle facilities, and access type and intersection control to serve short, mid, and long-term development and transportation infrastructure needs; and

**WHEREAS,** the Highway 10 Corridor Study – Victoria/Chaska Area recommends roadway corridor visions including: roadway typical sections and corridor footprints, pedestrian and bicycle facilities, and access type and intersection control to serve short, mid, and long-term development and transportation infrastructure needs; and

**WHEREAS**, the Highway 10 Corridor Study includes an implementation framework with estimated improvement costs, project sequencing, and timeframes to guide capital improvement planning for the City of Chaska, Carver County, and their partners for improvements along CSAH 10/Engler Boulevard; and

**WHEREAS,** the City of Chaska acknowledges that the implementation framework is subject to funding availability and all Highway 10 Corridor Study partners will continue to coordinate to advance the goals and objectives of the plan, seek and maximize outside funding sources, and will request City Council approval for each specific project and City of Chaska contribution as individual projects move forward; and

**WHEREAS,** the Plan is a guide to support coordinated transportation planning among Carver County, MnDOT, and the cities of Victoria and Chaska and the Plan is not a commitment to invest in a specific improvement at a specific time; and

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Chaska, Minnesota does hereby Supports the Arboretum Area Transportation Plan:

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 22nd day of February, 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

# EXHIBIT A

**AREA FEES AND CONNECTION CHARGES**
**CITY OF CHASKA**
**2020**

## DEVELOPMENT AREA FEES

| | | |
|---|---|---|
| **Water Area** | | $2,624/Acre |
| **Sanitary Sewer Area** | | $3,523/Acre |
| **Storm Water Area** | Commercial | $18,306/Acre |
| | Industrial | $12,662/Acre |
| | Single-Family Residential | $7,966/Acre |
| | Multi-Family Residential | $10,781/Acre |
| **Parkland Dedication** | | |
| a). Commercial/Industrial Land: | | |
| 10% Land or Cash Contribution | | $11,351/Acre |
| b). Residential: | | |
| Single Family/Duplex | | $3,922/Unit |
| Multi Family/3 or More Units | | $1,803/Unit |
| **Trails** | | |
| One and Two Family Dwellings | | $436/Unit |
| Townhouse – Detached | | $349/Unit |
| Townhouse – Attached | | $349/Unit |
| Apartments | | $266/Unit |
| Commercial/Industrial | | $1,307/Acre |
| **Electrical & Street Signage** | | $704-831/Lot |
| Underground Electrical, SF Residential | | $320-455/Lot |
| Street Lighting, SF Residential | | $64 - Street Name Sign |
| Street Signs | | $192 - Traffic Sign |

## *BUILDING PERMIT CONNECTION CHARGES*

| | |
|---|---|
| **Water Connection** | $4,400/Unit |
| **Sanitary Sewer Connection** | $3,610/Unit |
| **Metropolitan Council Environmental Services (MCES) SAC** (All industrial/commercial users must complete the industrial reporting form (MCES-92E). The information must be reviewed and approved by the MCES prior to issuing the building permit. The number of SAC units will be determined by the estimated wastewater flow to be discharged by the industrial user.) | $2,485/Unit |

# EXHIBIT B

2020 RATES (PLANNING & PROCESSING)

| ACCN'T NO. | CASE TYPE | APPLICATION FEES | | PROCESSING FEES |
|---|---|---|---|---|
| 100-3410-030 | CONCEPT PLAN/ REZONING/ COMPREHENSIVE PLAN AMENDMENT | RESIDENTIAL | | |
| | | $430 + $11.88/UNIT 1-10 UNITS | | $380 |
| | | $595 + $11.88/UNIT 11+ UNITS | | $380 |
| | | COMMERCIAL/INDUSTRIAL | | |
| | | $595 + $64.20/ACRE 0-3 ACRES | | $606 |
| | | $794 + $64.20/ACRE 3.1+ ACRES | | $606 |
| 100-3410-030 | PRELIMINARY PLAT | $595 + $24.50/ACRE + $11.56/LOT | | $1,229 |
| 100-3410-030 | FINAL PLAT | $232 + $7.29/LOT | | $712 |
| 100-3220-070 | VARIANCE | RESIDENTIAL | $186 | $380 |
| | | COMMERCIAL/INDUSTRIAL | $311 | $458 |
| | | WITH SITE/BLDG REVIEW | $186 | -0- |
| 100-3410-030 | LOT CONSOLIDATION OR DIVISION & VACATIONS | RESIDENTIAL | $186 | $232 |
| | | COMMERCIAL/INDUSTRIAL | $311 | $451 |
| 100-3220-070 | SPECIAL USE PERMIT | PYLON SIGN | $246 | $232 |
| | | DISH ANTENNA | $186 | $232 |
| | | OTHERS: | | |
| | | RESIDENTIAL | $238 | $381 |
| | | COMMERCIAL/INDUSTRIAL | $370 | $712 |
| 100-3410-030 | SITE/BUILDING PLAN | SINGLE FAMILY/TWNHSE | $344 + $8.37/UNIT | $864 |
| | MINOR ADDITIONS & ACCESSORY BLDGS. | MULTI FAMILY | $235 | $480 |
| | | COMMERCIAL/INDUSTRIAL | $370 | $712 |
| | MAJOR, NEW CONSTRUCTION | MULTI FAMILY | $467 + $17.85/UNIT | $864 |
| | | COMMERCIAL/INDUSTRIAL | $596 | $1,193 |
| 100-3220-070 | MINING/FILLING | | $665 | $0 |
| 100-3410-030 | **PLANNED DEVELOPMENT DISTRICTS** | | | |
| | RESIDENTIAL | CONCEPT/REZONE | $588 + $11.88/UNIT | $712 |
| | | PRELIM. PLAT | $370 + $11.88/ACRE | $467 |
| | | FINAL PLAT | $232 + $4.99/ACRE | $381 |
| | COMMERCIAL/ INDUSTRIAL & MULTI USE | CONCEPT/REZONE | $835 + $24.50/ACRE | $1,186 |
| | | PRELIM. PLAT | $477 + $11.88/ACRE | $854 |
| | | FINAL PLAT | $227 + $8.11/ACRE | $381 |
| 100-3410-030 | LOTS OF RECORD - NEW CONSTRUCTION | MULTI FAMILY RESIDENTIAL | $457 + $17.05/UNIT | $466 + $16.78/UNIT |
| | | COMMERCIAL/INDUSTRIAL | $613 | $597 |
| 100-3410-030 | MAILING LIST PREPARATION | | $0 | $117 |

# LABOR AGREEMENT

BETWEEN

THE CITY OF CHASKA

AND

LAW ENFORCEMENT LABOR SERVICES

Local #447

January 1st 2021 THROUGH DECEMBER 31, 2021

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## ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1st, 2021 between the City of Chaska, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. (LELS) Local #447 hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Assure sound and mutually beneficial working and economical relationships between the parties hereto;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, shall continue their dedication to the highest quality Police service and protection to the residents of the City of Chaska. Both parties recognize this AGREEMENT as a pledge of this dedication.

## ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179.67, Subdivision 3, and Section 179.71, Subdivision 3, for all personnel in the following job classifications:

*Lieutenant*

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE 3 - DEFINITIONS

3.1 UNION: Law Enforcement Labor Services Inc. Local #447.

3.2 UNION MEMBER: A member of LAW ENFORCEMENT LABOR SERVICES, INC. Local #447

3.3 SUPERVISOR: A member of the exclusively recognized bargaining unit LELS #447.

3.4 DEPARTMENT: The Chaska Police Department.

3.5 EMPLOYER: The City of Chaska.

3.6 UNION OFFICER: Lieutenant(s) elected or appointed by the Union.

3.7 CHIEF: The Chief of the City of Chaska Police Department.

3.8 WORK WEEK: The workweek shall average forty (40) hours, making a normal work year of 2,080 hours.

3.9 DEPARTMENT HEAD: The Chief.

3.10 SENIORITY: Length of continuous service with the employer.

3.11 SCHEDULED SHIFT: A 8-hour consecutive work period including rest breaks and a lunch break.

3.12 LUNCH BREAK: A paid thirty (30) minute period during the scheduled/normal shift.

3.13 REST BREAK: Two fifteen (15) minute periods during the scheduled hours of normal shift.

## ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

## ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

## ARTICLE 6 - UNION SECURITY

6.1 The UNION may designate employees from the bargaining unit to act as representative(s) and shall inform the EMPLOYER in writing of such choice and changes in the position of representative(s). The representative(s) shall receive overtime, at time and a half, when attending contract negotiation meetings when off-duty, and when they will meet their overall scheduled hours for that week.

6.2 The employer shall allow use of internal e-mail and telephone for posting UNION notices and announcements that are non-partisan and anti-inflammatory communications.

6.3 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

6.4 The EMPLOYER shall deduct from the wages of supervisors who authorize such a deduction in

writing, an amount necessary to cover monthly UNION DUES. Such monies shall be remitted as directed by the UNION.

## ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES
The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated, as provided by 6.1 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE
It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the SUPERVISORS and shall therefore, be accomplished during normal working hours only when consistent with such SUPERVISOR duties and responsibilities. The aggrieved SUPERVISOR and an UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the SUPERVISOR and an UNION REPRESENTATIVE have notified and received the approval of the designated EMPLOYER REPRESENTATIVE who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

7.4 PROCEDURE
Grievances, as defined by Article 7.1, shall be resolved in conformance with the following procedure:

Step 1. A SUPERVISOR claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYER. An EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such step 2 grievance. A grievance not resolved in Step 2

may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3a. If a grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne · equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

## ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Chaska. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## ARTICLE 9 - SENIORITY

9.1 Seniority will be determined by the supervisor's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be determined by the Chief on the basis of time in grade and time within specific classifications.
A reduction of work force will be accomplished on the basis of seniority. SUPERVISORS shall be recalled from layoff on the basis of seniority. A SUPERVISOR on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.

9.2 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year. Requests of more senior employees must only be sought in the same assignment. Example of assignment is patrol division, investigations, administration, etc. that could affect the specific scheduling of that assignment. Senior employees have a (10) daytime limit from the date of vacation request to respond back to the requesting peace officer. No response back after the ten (10) days automatically grants permission to that requesting officer.

9.3 Seniority shall prevail. Senior qualified SUPERVISORS shall have first preference on the job.

## ARTICLE 10 – DISCIPLINE

11.1 The EMPLOYER will discipline SUPERVISORS for just cause only. Discipline will be in the form of:

a. oral reprimand,
b. written reprimand,
c. suspension,
d. demotion, or
e. discharge

11.2 Suspension, demotions and discharges will be in written form.

11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of a Supervisors personnel file shall be read and acknowledged by signature of the peace officer. Peace officers and the UNION will receive a copy of such reprimands and/or notices at the time of discipline. Supervisors shall also be notified of any other document(s) which are added to or part of the peace officer's personnel file. In the event that a peace officer discovers that any such notice was placed in his/her personnel file without their knowledge, the formal grievance process may be applied based upon the time of discovery. Supervisors shall also be notified of any document removed from their personnel file.

11.4 Supervisors may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

11.5 Discharges will be preceded by a five (5) day suspension without pay.

11.6 Supervisors will not be questioned concerning an investigation of disciplinary action unless the supervisor has been given an opportunity to have a UNION representative present at such questioning, as defined in the Peace Officer Discipline Procedures Act- Minnesota State Statute 626.89. The EMPLOYER and UNION will coordinate to ensure the process moves in a timely manner.

11.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

## ARTICLE 11 - CONSTITUTIONAL PROTECTION

Supervisors shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

## ARTICLE 12 - OVERTIME

13.1 Supervisors will be compensated at one and one-half time the supervisor's regular base pay rate for hours worked in excess of 80 hours in a pay period. Changes of shifts do not qualify a supervisor for overtime under this Article.

13.2 All continuous assigned work by a supervisor after fourteen (14) hours is double time.

13.3 Overtime hours worked shall be paid either in the form of salary during the pay period in which they are earned or as compensatory time off. Final determination of form of payment shall be the City's responsibility. Determination of salary or comp will be determined on a case-by-case basis. A maximum of eighty (80) hours of compensatory time may be carried over from year to year. Approval must be granted by the Chief in advance of compensatory time off. A supervisor may cash out their compensatory time throughout the year. Any compensatory overage for the year will automatically be paid out on the last pay period of each year.

13.4 Overtime will be distributed as equally as practicable.

13.5 Overtime refused by supervisors will for records purpose be considered as unpaid overtime worked.

13.6 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.7 Overtime will be calculated to the nearest fifteen (15) minutes.

## ARTICLE 13 - COURT TIME

14.1 A supervisor who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half times the supervisor's base pay rate or (3) hours minimum compensatory time at (1-1/2) times the supervisors base pay rate at the supervisors discretion. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum.

14.2 A supervisor who is scheduled for court during his/her off duty time shall check the Carver County Attorney's website after 4:30pm the day prior to confirm if their Court case is still listed. If the supervisor is not cancelled by email, phone, or on the website prior to 4:30PM the business day prior, a supervisor shall receive two (2) hours of pay at regular base rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the supervisor for the two (2) hour minimum.

14.3 A supervisor formerly employed by the Chaska Police Department shall be paid their last earned hourly wage for any court time performed.

14.4 In the event a supervisor is subpoenaed to testify in a private party litigation in a capacity other than that of an expert witness regarding an incident that has occurred within the scope of employment for the City of Chaska involving facts which the supervisor came to know while on duty as a supervisor, then the supervisor shall receive court time pay from the employer in accordance with the requirements as set forth in article XIV. The supervisor shall not be required to take vacation, PPL or compensatory time if the appearance occurs during their work shift.

## ARTICLE 14 - CALL-BACK TIME

A supervisor who is called to duty during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half times the supervisor's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the supervisor for the three (3) hour minimum.

## ARTICLE 15 - VACATIONS

16.1 Vacation is earned and granted according to the following schedule:

Years of Service Hours earned per month

| | |
|---|---|
| Start 0 through 5 years | 6.67 hours (80 hours annual) |
| 6 through 10 years | 10 hours (120 hours annual) |
| 11 years | 10.67 hours (144 hours annual) |
| 12 years | 11.33 hours (152 hours annual) |
| 13 years | 13 hours (160 hours annual) |
| 14 years | 14 hours (168 hours annual) |
| 15 years | 14.67 hours (176 hours annual) |
| 20 years | 16.67 hours (200 hours annual) |

16.2 A supervisor may not accumulate vacation leave in an amount greater than one and one-half (1.5) times the amount that the supervisor earns in one years' time without the employer's written approval.

16.3 All existing supervisors are eligible to choose to be on the Paid Personal Leave (PPL) plan on an annual basis. Once this decision has been made, the supervisor may not choose to go back on the vacation/sick time program.

PPL is earned and granted according to the following schedule:

| **Years of Service** | **Annual Accrued Personal Leave/ Hours Per Month** |
|---|---|
| Start through completion of year 5 | 18 days (144 hours) 12 hours |
| Year 6 through completion of year 10 | 22 days (176 hours) 14.66 hours |
| Year 11 | 23 days (184 hours) 15.33 hours |
| Year 12 | 24 days (192 hours) 16 hours |
| Year 13 | 25 days (200 hours) 16.66 hours |
| Year 14 | 26 days (208 hours) 17.33 hours |
| Year 15 | 27 days (216 hours) 18 hours |
| Year 16 | 28 days (224 hours) 18.66 hours |
| Year 17 | 29 days (232 hours) 19.33 hours |
| Year 18 | 30 days (240 hours) 20 hours |
| Year 19 or more | 31 days (248 hours) 20.66 hours |

Supervisors choosing to convert over to the Personal Leave Plan shall have their existing banked

vacation leave converted to personal leave on a 1: 1 basis, and will be able to keep their sick leave bank available for future use, as defined by the Personal Leave Plan and Salary Continuation Plan. Supervisors at no time may accumulate personal leave to exceed two times the annual rate at which the supervisor earns personal leave.

16.4 Personal Leave Plan and vacation periods shall be selected on the basis of seniority until March 15 of each calendar year as stated in Article 9.3.

16.5 PPL time may be used in increments of less than 30 minutes.

16.6 Supervisors under the PPL and/or vacation plan shall receive three floating holidays (24 hours) and observe the same holidays as stated in Article 18.1.

16.7 For the purpose of PPL, the definition of good standing means that the supervisor must give a minimum two-week (10 working days) notice unless a mutual agreement has been made between the supervisor and Employer to end employment earlier or the supervisor ends employment due to an injury/disability.

16.8 A supervisor under the PPL plan requesting leave under FMLA may use up to fifteen (15) days of accrued sick leave in accordance with FMLA Article 30. This is supplemental to the benefits in the Personal Leave Plan and Salary Continuation Plan.

All supervisors under the PPL plan will be governed by the City of Chaska Personal Leave Plan and Salary Continuation Plan, unless stated in this agreement. All supervisors continuing under the vacation/sick time program will continue to be governed by the language of this Labor Agreement unless stated in this agreement.

Annually, supervisors may designate 50 PPL hours to fund their Deferred Compensation Plan, Health Savings Account, or their paycheck.

## ARTICLE 16- SICK LEAVE

17.1 A supervisor who has not elected the PPL plan shall accumulate one day of sick leave per month.

17.2 The Employer shall follow Minnesota State Statue 181.9413.

17.3 Sick leave usage shall not be subject to approval and verification by the Employer.

## ARTICLE 17 - HOLIDAYS

18.1 The following are the observed holidays (9): January 1 (New Year's Day), Martin Luther King's Birthday, third Monday of February (Lincoln's and Washington's Birthday), last Monday in May (Memorial Day), July 4th (Independence Day), first Monday in September (Labor Day), November 11 (Veteran's Day), 4th Thursday in November (Thanksgiving Day), Christmas Day, and three (3) floating holidays. A Supervisor may carry over 16 hours of floating holiday time from year to year.

18.2 For supervisors on a fixed Monday to Friday schedule, if any of the holidays falls on a

Sunday, then Monday is the official holiday, and if any falls on a Saturday, then Friday will be the official holiday.

18.3 A supervisor shall be paid or given equal time off when it is necessary to schedule a supervisor to work on one of the official holidays. The pay or time off shall be at the discretion of the Department Head or the City Administrator. Should the Administrator or Department Head choose to pay the supervisor, the supervisor whose scheduled shift begins or ends on the official holiday shall be compensated at the rate of double time for all hours worked on the actual holiday.

18.4 A supervisor regularly scheduled to work any shift or assignment on an official holiday who has been removed from the schedule by the employer (Deviating from their normal work rotation/schedule), shall not be required to use vacation, PPL or compensatory time hours to equal the number of hours the supervisor is short for their assigned shift or assignment.

18.5 A supervisor on sick leave before or after a holiday may be required to have a certificate stating the nature of illness before holiday pay will be granted; however, a supervisor may use a vacation day, PPL hours, or compensatory time and still receive holiday pay.

18.6 A supervisor not scheduled to work on a holiday will receive holiday pay based on an eight (8) hour day.

18.7 A supervisor who works any hours on Christmas Eve or New Year's Eve shall receive four hours of vacation/PPL time toward their vacation/PPL bank. A supervisor on a fixed Monday to Friday schedule that leaves at early close time shall not receive this additional benefit but will not be charged vacation or compensatory time for the time period that City Hall is closed. A supervisor who is on a regular or scheduled day off is not eligible for this benefit.

## ARTICLE 18 - FUNERAL LEAVE

Supervisors shall receive up to three (3) days for bereavement, memorials, family gathering or to attend funerals of members of the supervisor's immediate family defined as: spouse, children, step-children, mother, father, brother, step-brother, sister, step-sister, grandchildren, grandparent, and step-grandparents of either the supervisor or supervisor's spouse. Up to two days shall be granted for the death of great-grandparents, aunt, uncle nieces, nephew(s) or if the employee is asked to perform the service of pallbearer. Funeral leave will be deducted from a separate city held bank and not the supervisor's accrued leave time. Any additional time or other funerals is to be taken off from vacation time, PPL, compensatory time, or without pay. Funeral leave is per occurrence.

## ARTICLE 19 - HEALTH AND WELFARE

20.1 Establishment of VEBA: Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and supervisors' assent to and ratify the appointment of the trustee and plan administrator for the VEBA plan and Trust Identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary supervisors' beneficiary association under Section 501 (c) (9) of the Internal Revenue Code.

This plan year will begin on January 1, and end on December 31 of each year.

20.2 Benefits provided through the VEBA Employer shall provide the following welfare benefit arrangement through the VEBA Plan: A health reimbursement arrangement for active employees

20.3 Payment of Administrative Fee Administrative fees allocable to individual accounts of active supervisors who are active participants in the VEBA, and HSA Plans shall be paid by the employer. Administrative fees allocable to the individual accounts of former supervisors shall be paid from the VEBA account and deducted from the total accrued amount of dollars that are allocated to that former supervisor in the VEBA account. If the VEBA Plan is terminated, or if Employee Contributions cease by agreement between the parties, administrative fees shall be paid from the VEBA account.

20.4 Employer Contributions to the Health Reimbursement Arrangement for Active Supervisors:

Subd. 1 Contributions to the Active Employees' Plan:

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

$1,248 for each qualified supervisor who elects single coverage under the group health plan described in Subdivision 2; and

$2,496 for each qualified supervisor who elects Employee + Spouse, Employee + Child(ren), or Family coverage under the group health plan described in Subdivision 2.

The contribution will be made in thirds, with the first contribution on January 1st, the second contribution on May 1st, and the third contribution on September 1st. The employer will contribute $416 to the individual account each period for those supervisors who elect single coverage, and $832 to the individual account each period for those supervisors who elect family coverage under the group health plan described in Subdivision 2. Dollars in individual accounts shall not be eligible to use until they have been accrued.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. This prorated share of employer contribution shall be based on the number of months remaining in the plan year. Any supervisor entering the VEBA plan on a date other than the first day of that month, shall receive the entire supervisor contribution amount for the month in which they enter (i.e. a supervisor entering the VEBA plan anytime during the month of April would receive 9/12 of the total year supervisor contribution toward the individual's VEBA account).

All employer contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 2 below, or on a date that the individual no longer in employed by the City of Chaska.

Subd. 2 High Deductible Health Plan/VEBA:

Employer shall make available a high deductible health plan described in summary and attached hereto as Insurance Attachment #1, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, in the 2021 benefit year, the Employer shall contribute an amount not to exceed $932.00 toward the monthly premium cost for single group health coverage, and $1,306.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer' contribution toward the employee's premium shall be negotiated on an annual basis. The employer contribution toward the employee's premium shall be negotiated on an annual basis.

Current supervisors choosing the High Deductible Medical plan will be able to utilize dollars in the individual VEBA account to pay for those medical services that are currently covered under the high deductible health plan described in summary and attached hereto as Insurance Attachment #1. After an individual leaves employment with the City of Chaska, that individual will be eligible to utilize the dollars accumulated in the individual's VEBA account to pay for any medical services covered under IRS Code 213 (d).

20.5 HSA Qualified High Deductible Plans:

Employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to supervisors who do not elect coverage provided for under the provision of the high deductible health plan described in Section 4, Subdivision 2. With respect to all qualified bargaining unit members. Employer for 2021 shall contribute an amount not to exceed $1,036.00 toward the monthly premium cost for single group health coverage, and $1514.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer' contribution toward the employee's premium shall be negotiated on an annual basis.

Qualified bargaining unit members who elect coverage under this Section 5 shall not be entitled to receive Employer Contributions to the VEBA Plan. If a participant changes coverage from a high deductible plan in Section 4, Subdivision 2, to the alternative group health plan in Section 5 above, all contributions on behalf of a VEBA Plan participant shall cease.

As one of the health insurance plans being offered, the employer is making available a Health Savings Account (HSA). Those choosing an HSA will receive the employer contribution laid out in section 20.5, with the employer covering the administrative costs of the HSA accounts.

All supervisors employed in a position in the appropriate unit shall, at a minimum, be enrolled in single coverage in one of the group health plans provided for under the provisions of this Article. In the event an

eligible supervisor does not make a choice of plan coverage the Employer shall enroll the supervisor in the CORE medical benefit of the plan, which is the single-coverage VEBA high deductible medical plan

20.6 EMPLOYER will permit permanently disabled or retired supervisors over 50 and under 67 years of age to participate in the City's group health, VEBA, and welfare insurance plan, provided the supervisor pays 100% of the monthly premium for plan chosen.

20.7 In addition to the City's contribution toward life insurance, supervisors shall be permitted to utilize a portion of cafeteria plan to purchase additional life insurance. (Long-term Disability, and long-term care insurance.)

20.8 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active supervisor.

20.9 The Minnesota Health Care Savings Plan (HCSP) is an employer-sponsored program that allows Chaska Peace Officers to save money, tax-free, to use upon separation of employment to pay for eligible health care expenses. HCSP is a tax-free account, which means contributions, and eligible reimbursements are not reportable on state or federal income tax returns.

This program will enrich the City of Chaska's benefit plan. The City of Chaska appreciates peace officers, who through long term service and dedication, contribute to making the city a successful and positive service provider. In recognition, the City acknowledges the following plan.

All eligible Chaska Supervisors under this contract shall participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota State Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the Supervisor will be deposited into the peace officer's post- employment health care savings plan account.

The Supervisor and Employer contribution shall be per pay period based off the Supervisor's monthly base wage and shall be placed into the Supervisor's HCSP account.

| | |
|---|---|
| 4 Years of service or more: | Employer contribution 1%<br>Supervisor contribution 2.5% |

Supervisors with Paid Personal Leave (PPL) and/or Vacation shall contribute 50% of their accrued leave upon separation of employment/service into their health care savings plan account but no more than 200 hours, at their final hourly rate. This program is designed for all Supervisors of the Chaska Police Department that are members of LELS #447.

## ARTICLE 20 - SEVERANCE PAY

21.1 For all supervisors the City will pay 100% of the accumulated unused vacation or PPL time. However, a supervisor who voluntarily terminates his employment must notify the City at least

two weeks ahead of termination date or the supervisor will forfeit the above severance pay. No severance pay will be given any supervisor who is discharged from his position because of disciplinary reasons by the EMPLOYER.

21.2 Prior to last day of service, a supervisor in good standing will receive a letter from the Department stating that he/she left employment in good standing and stated length of service to the City with such letter signed by the Chief.

## ARTICLE 21 - JURY DUTY

In the event a supervisor is called for jury duty, he will receive his full salary while on jury duty if his jury fee, less expenses, is turned over to the City Treasurer.

## ARTICLE 22 - TRAINING

23.1 TRAINING: Is defined as continuing education for Peace Officers, which is necessary to promote and ensure professional competence.

23.2 A supervisor that is on regular scheduled day off who attends mandatory training shall be paid for group breaks during the training and is eligible to submit per diem requests for meals not provided during the training. Mandatory training is annual mandated specific training by Minnesota Post Board or training determined to be mandatory that is assigned by the Chief of Police, a Chaska Police Supervisor, or a Department Training Instructor.

23.3 NON-MANDATORY: A supervisor who attends training while off duty that is not mandatory but satisfies POST requirements or enhances or benefits job performance and training has been approved from a department head or his/her designee shall be compensated at straight time up to FLSA limits. A supervisor who attends a training on a regular scheduled off shall be paid for group breaks taken during the training and are eligible to submit per diem requests for meals not provided during the training.

23.4 FTO COMPENSATON: A supervisor shall be compensated two (2) hours of additional pay at the supervisor's current hourly rate for each shift or partial shift the supervisor is assigned to work as a Field Training Officer with a trainee, Community Service Officer or a CERT member. This includes initial orientation, firearms, Taser, use of force training or evaluation of the trainee.

23.5 SCHEDULED SHIFT REPLACEMENT: A supervisor who attends a training that has been approved from a department head or his/her designee that replaces their regular scheduled normal shift, shall be compensated as stated in Article XII (HOURS OF WORK – normal shift) and shall be paid for group breaks taken during the training.

23.6 MEALS When a peace officer must stay overnight while traveling on official city business to attend professional training or conferences that are authorized and shall receive a per diem allowance for meals and incidental expenses at the daily federal Per Diem Rate authorized for the travel location. This rate can be found at: http://www.gsa.gov/portal/content/142071 . Expenses exceeding authorized per diem allowances are the personal responsibility of the peace

officer.
On the first and last day of travel supervisors will be reimbursed using the GSA partial day rate for the first/last day of travel. If a full day of training occurs on a travel day, the total meals and incidentals per diem rate is reimbursed.

When meals are included as part of a conference, seminar or registration fee, or provided by or paid for by third parties, supervisors must deduct those meals from the per diem reimbursement. Lodging is not included in per diems. Supervisors should make arrangements at the preferred conference hotels when possible. Supervisors may use a p-card for lodging or can request reimbursement with an original receipt.

When supervisors are traveling on official city business to attend professional training or conferences and an overnight stay is not required, supervisors are still authorized and shall receive per diem allowance for the particular meals required for the day though they are not authorized incidental expenses. The City of Chaska will pay a modified per diem rate per meal based on the Federal Per Diem rate authorized at the travel location and in accordance with their meal (after looking up per diem rate for location, the meal rate breakdown can be found at http://www.gsa.gov/portaljcontent/101518 .

Expense claims must be submitted to finance within 15 business days of return from training/conference. Although it is no longer necessary to submit receipts for meals or incidental expenses, all other claimed expenses must have appropriate documentation (lodging/Airfare receipts, mileage reimbursement log or map, etc.)

23.7 TRAVEL DEFINITION: Travel time will be the actual time taken to travel by vehicle from the Chaska Police Department to the training location and back to the Chaska Police Department.

Supervisors attending any training will receive straight time for travel time as defined by 22.7. Supervisors will not receive travel time for any training occurring in the City of Chaska and/or training within 15 minutes of the Chaska Police Department. Supervisors attending scheduled shift replacement training will not be paid for travel time unless it exceeds the time of their normal work shift.

AIR TRAVEL: Any air travel time shall include travel time to and from the airport from the Chaska Police Department; terminal and airtime; and travel time to the end destination. A supervisor shall receive straight time for air travel time. Air travel scheduled on a supervisor's normal work shift shall be considered a normal work shift

## ARTICLE 23 - NEGOTIATION MEETINGS

The UNION representative(s), or an authorized alternate, upon approval of the Department Head, may be absent from duty to attend union meetings.

For de minimis union activities, or when a union meeting is called, members shall be allowed to attend such meetings with Department Head approval, subject to calls, where police services are required and shall not count against the supervisors break time.

## ARTICLE 24 - UNIFORM/EQUIPMENT/TECHNOLOGY COMPENSATION

25.1 The City of Chaska will provide required approved initial issue uniforms and equipment items to all new supervisors.

25.2 The City of Chaska will provide for all badges (including maintenance and repair), patches (police, badge, shoulder and name, name plates, insignia and/or stitching) on uniforms. All departmental purchased items will remain the property of the City of Chaska. Upon termination, separation, or retirement from employment, all initially issued items and departmental patches, insignia, and nameplates shall be returned to the City of Chaska upon request.

25.3 The City of Chaska will provide supervisors with mandated OC spray, reflective vests, reflective rain jackets, and two (2) body worn camera mounts, which will remain the property of the City of Chaska.

25.4 Uniform items, clothing, and equipment worn while performing police duties (including: footwear, watches, and eye wear) which is damaged or contaminated rendering it unwearable in the line of duty by an individual that is being arrested, detained, fought with, chased or that is seized as evidence shall be replaced in whole by the City of Chaska. Any restitution will be paid to the City of Chaska. Any uniform item that is damaged as the result of wear and tear or while performing normal duties (other than described above) will be replaced at the cost to the supervisor from his/her uniform compensation.

25.5 The City of Chaska will annually provide each supervisor with an annual uniform and equipment compensation of **$1,556 for 2021.,**

25.6 It is recognized by the employer and the supervisor that supervisors have unique uniform, and equipment needs above and beyond those of patrol officers. To address these additional requirements, the employer will provide the supervisors with additional annual uniform and equipment compensation of **$443** for 2021. This supervisor allowance will be paid in the same check as the normal uniform allowance. For newly appointed supervisors, this amount will be available upon successful completion of their initial probation period. The allowance shall be prorated for the remaining months in the calendar year, after probation ended.

25.7 Supervisors shall receive a monthly technology allowance of $50, intended to offset use of personal data/internet plans for work purposes, for a total of $600 annually.

25.8 Uniform/equipment, and supervisor's uniform, shall be paid on or about January 1st of each year. All uniform/equipment and supervisor's uniform allowance once paid is considered compensation and shall not be returned to the City of Chaska.

25.9 The City of Chaska shall provide the amount as defined in Minnesota State Statute 299A.38 for the purchase of body armor for peace officers, every five years, or from when the body armor is initially purchased. The body armor shall be of a certain quality and description as the (Level 3A) body armor. An internal vest carrier shall be included

with the purchase of body armor. Should the state funds for the purchase of law enforcement body armor be cancelled at any time, this agreement shall be re-opened. If agreement is not reached within 30 days of re-opening, either party may refer the issue to binding arbitration.

25.10 All supervisors are required to purchase their own duty, back up, or off duty weapon(s).

## ARTICLE 25 - CELL PHONE

26.1 A supervisor will be provided a cell phone and usage plan by the City of Chaska.

26.2 A supervisor electing to buy their own cell phone and plan and who complies with the City of Chaska mobile device policy is eligible to receive a monthly stipend of $50 per month as compensation for business use of their personal mobile device consistent with IRS guidelines with IRS guidelines and is paid through regular payroll. The mobile device shall be replaced at the Employers expense if it is damaged in the course of his/her duties.

## ARTICLE 26 - FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

## ARTICLE 27 - INJURED ON DUTY

28.1 Supervisors on an eight (8) hour work shift injured on duty will receive full pay for a maximum of 720 hours while unable to work due to such injury. Supplementary payments for the first 720 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisor accumulated sick leave, PPL, or vacation only after the 720 hours have expired per injury.

28.2 Any compensation payable to the supervisor under Workers Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary payments to the supervisor to make up the difference between workmen's compensation and his normal rate of pay. Supplementary payments from the City will be deducted from a supervisor's accumulated sick leave or vacation only after 720 hoursworking days have expired. The employer shall pay supplementary payments for the first 720 hours.

28.3 A supervisor who claims an absence from work due to an injury sustained on the job shall provide, if requested by the EMPLOYER, a statement from the supervisor's attending physician as to the nature of the injury.

28.4 Any supervisor who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of, and paid for by, the EMPLOYER. The examination shall be conducted by a person competent to perform such and will be designated by the EMPLOYER.

28.5 As provided for through the City of Chaska's Worker's Compensation policy coverage, treatment for exposure and/or acquiring a communicable disease directly related to work-related activities, shall be considered a work-place injury, subject to all the benefits and employee requirements listed above in this section of the agreement.

## ARTICLE 28 - PEACE OFFICER LICENSE

The EMPLOYER will assume the cost of the peace officer license required by the State of Minnesota. Each supervisor is responsible for maintaining and renewing the license.



## ARTICLE 29 - PROBATIONARY PERIOD

A probationary period for SUPERVISORS shall be one year from the date of promotion. If the Chief of Police does not feel a supervisor meets the expectations of a SUPERVISOR'S role during probation, they shall be assigned back immediately as a Sergeant. This does not affect situations where a supervisor could be terminated from employment for just cause.

## ARTICLE 30 - FAMILY AND MEDICAL LEAVE ACT (FMLA)

A supervisor requesting leave under the (FMLA) shall, at the supervisor's discretion, be able to take leave from any of the accrued leave time banks provided for by this contract, however a supervisor will be limited to fifteen (15) days of sick leave use per occurrence.

Accrued leave time shall include PPL, Vacation, Sick Leave, Compensatory Time, and Floating Holiday Time.

The supervisor may request a leave of absence without pay, pursuant to the (FMLA), as well.

## ARTICLE 31 - COMPENSATION

32.1 WAGES

Specialty pay for the Lieutenants position will be 7.5% more than the Sergeant base rate. The breakdown for each contract year is shown below:

2021: Monthly base wage is $8,566.60 (Sergeant base rate) + 7.5% = $9,209.10

The City of Chaska and the UNION have agreed upon the following list of comparable agencies for wages: (Brooklyn Center, Champlin, Cottage Grove, Elk River, Golden Valley, Hastings, Hopkins, Inver Grove Heights, Minnetonka, Maplewood, New Brighton, Oakdale, Prior Lake, Savage, Shakopee, South St. Paul, Stillwater, and West St. Paul). The EMPLOYER and UNION agree to obtain contract adjustment percentages for the 2021 year from the aforementioned agencies. An analysis will be completed to find the percent average for those contract increases. If it is found that a 1.5% increase was lower than the average percent calculated, the difference will be applied to the base wage effective January 1, 2022. The EMPLOYER will apply the new base wages used in Article 31.1 as a starting point moving forward in the 2022 contract.

32.2 Longevity PAY

In addition to their base pay, supervisors will receive the following additional percent of their monthly pay:

| Longevity Pay | |
|---|---|
| After 4 years of service | 3% |
| After 8 years of service | 5% |
| After 12 years of service | 7.5% |
| After 16 years of service | 9.5% |
| After 20 years of service | 10.5% |

32.3 SUPERVISOR MONTHLY ON CALL

A supervisor shall receive 6 hours of straight time compensation based on the supervisor's normal hourly rate for each month. The time may be taken as pay or compensatory time at the supervisor's discretion. A monthly on call supervisor is expected to answer their phone or return a call as soon as possible or practical during the month they are the primary on call supervisor. No other geographical or other restrictions shall apply.

32.4 SUPERVISOR ON CALL INVESTIGATOR/DETECTIVE ON CALL

Supervisors assigned to investigator/detective "on-call" rotation shall receive 17.5 hours of straight time pay or compensatory time per week (7 days) or (2.5) hours per day for each day on "on-call" at the supervisor's current hourly rate at the supervisor's discretion. Each day of "on-call" shall consist of a 24-hour period of "on-call" service.

32.5 Supervisors working investigative/detective "on-call" may have another peace officer substitute and fulfil I their supervisor/detective "on-call" obligations. The substituting peace officer shall be the only one that shall receive supervisor/detective "on-call" compensation.

32.6 A supervisor working investigative/detective "on-call" on a designated holiday as stated in 18.1 shall receive eight hours of straight time pay or compensatory time at the supervisor's discretion.

32.7 If a supervisor/detective "on-call" supervisor is requested to return to duty, that supervisor shall be compensated in accordance with article XV.

## ARTICLE 32 - WORK OUT ON DUTY

33.1 The Chaska Police Department will implement a work schedule that provides time for a supervisor to exercise during their schedule shifts, subject to the needs of the police department. The scheduled exercise time may be suspended for one or more supervisors, with just cause. A supervisor may utilize work out on duty as long as the supervisor works 50% of their assigned schedule shift.

## ARTICLE 33 - DURATION

This AGREEMENT shall be effective as of the 16th day of November 2019 and shall remain in full force and effect until the 31st day of December 2020 and shall automatically renew from year to year unless either party give notice of their desire to modify or amend this agreement.

IN WITNESS THEREOF, the parties hereto have extended this AGREEMENT on this _____ day of _____, _____(year).

**FOR (THE CITY OF CHASKA)**

_____
City Administrator **Matt Podhradsky**

**Date** _____

**FOR (The UNION)**

_____
Union Steward **Lieutenant Tony Kjorstad**

**Date** _____

_____
LELS Business Agent

# LABOR AGREEMENT

# BETWEEN

# THE CITY OF CHASKA

# AND

# LAW ENFORCEMENT LABOR SERVICES, INC.

# LOCAL #210

## January 1, 2021 through December 31, 2021

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## ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Chaska hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES, INC., hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Assure sound and mutually beneficial working and economical relationships between the parties hereto;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, shall continue their dedication to the highest quality police service and protection to the residents of the City of Chaska. Both parties recognize this AGREEMENT as a pledge of this dedication.

## ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. State. 179A.03, Subd. 8, for all personnel in the following job classifications:

Peace Officer

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE 3 - DEFINITIONS

3.1 UNION: LAW ENFORCEMENT LABOR SERVICES, INC., (Local #210)

3.2 UNION MEMBER: a member of LAW ENFORCEMENT LABOR SERVICES, INC., (Union Local #210).

3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.4 DEPARTMENT: The Chaska Police Department.

3.5 EMPLOYER: The City of Chaska.

3.6 UNION OFFICER/STEWARD: Officer elected or appointed by LAW ENFORCEMENT LABOR SERVICES, INC., (Local #210).

3.7 CHIEF: The Chief of the City of Chaska Police Department.

3.8 WORK WEEK: The workweek shall average forty (40) hours, making a normal work year of 2,080 hours.

3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the peace officers scheduled work shift.

3.10 SENIORITY: Length of continuous service with the employer.

3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

3.12 LUNCH BREAK: A paid thirty (30) minute period during the scheduled hours/normal shift.

3.13 REST BREAK: Two paid fifteen (15) minute periods during the scheduled hours/normal shift.

3.14 PEACE OFFICER: Is any Peace Officer who is subject to MN Post licensure employed by the City of Chaska.

## ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

## ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

## ARTICLE 6 - UNION SECURITY

6.1 The EMPLOYER shall deduct from the wages of peace officers who authorize such a deduction in writing, an amount necessary to cover monthly UNION DUES. Such monies shall be remitted as directed by the UNION.

6.2 The UNION may designate peace officers (employees) from the bargaining unit to act as a steward and an alternate or co-steward and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The steward/or co-steward shall receive overtime, at time and a half, when attending contract negotiation meetings when off-duty, and when they will meet their overall scheduled hours for that week.

6.3 The EMPLOYER shall make space available on the employee bulletin board, use of internal Email and telephone, for posting union notices and announcements which are non-partisan, and anti-inflammatory communications.

6.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

## ARTICLE 7 – PEACE OFFICER RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES
The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated as provided by 6.2 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE
It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the PEACE OFFICER and shall therefore, be accomplished during normal working hours only when consistent with such PEACE OFFICER duties and responsibilities. The aggrieved PEACE OFFICER and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the PEACE OFFICER and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

7.4 PROCEDURE
Grievances, as defined by Article 7.1, shall be resolved in conformance with the following procedure:

Step 1. A PEACE OFFICER claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the PEACE OFFICER'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYERS Step 2 answer in writing within ten (10) calendar days after receipt of such step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYERS answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3a. If a grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services.

7.5 ARBITRATORS AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and The UNION, and shall have no authority to make a decision on any issue not so submitted.

B. The arbitrator will be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and will be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYERS last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of a peace officer who has completed the required probationary period, the grievance may be appealed to Step 4 of Article VII or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

## ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Chaska. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## ARTICLE 9 - SENIORITY

9.1 Seniority will be determined by the peace officer's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be determined by the Chief on the basis of time in grade and time within specific classifications.

9.2 A reduction of work force will be accomplished on the basis of seniority. Peace officers shall be recalled from layoff on the basis of seniority. A peace officer (employee) on layoff shall have an opportunity to return to work within two years of the time of his/her layoff before any new employee is hired.

9.3 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year. Requests of more senior employees must only be sought in the same assignment. Example of assignment is patrol division, investigations, administration, etc. that could affect the specific scheduling of that assignment. Senior peace officers (employees) have a ten (10) day time limit from the date of vacation request to respond back to the requesting peace officer. No response back after the ten (10) day time line automatically grants permission to a less senior peace officer.

9.4 Seniority shall prevail. Senior qualified peace officers shall have first preference on the job.

9.5 Peace officers based on seniority shall be given shift assignment preference after 18 months of continuous full-time employment with the City of Chaska.

Shift bidding notice will be posted annually.

Shift preference will be submitted to the Employer no later than October 1 of the current year for the next calendar year. The Employer will not assign/reassign a peace officer to work a patrol shift other than the shift assigned through the bid process for the duration of the bid period unless agreed to by the peace officer and/or exigencies apply relating to department need.

If a new schedule or modified permanent shift time(s) occur or is established by the Employer peace officers shall be permitted to bid/re-bid all shifts based upon seniority at the time of that particular event. If a bid/re-bid process occurs the duration shall be chosen by the Employer. This duration shall be no less than fourteen calendar days.

Any personnel changes occurring after a finalized shift bid, to include, but not limited to; peace officer resignation, re-assignment, injury, or illness, and/or new positions, shall not automatically prompt a re-bid. Each individual circumstance will be evaluated by the Employer to seek a remedy that balances the police department and peace officer needs in order to fill that particular personnel change. If a shift re-bid shall occur in these instances, it shall only involve peace officers that have less seniority than the peace officer in question.

"Finalized" is defined as once the current seniority shift bid has been submitted to the Employer.

Peace officers may through their own mutual agreement and with the approval of the Employer exchange shift preference(s). Employer's approval shall not be unreasonably withheld or delayed.

## ARTICLE 10 - DISCIPLINE

10.1 The EMPLOYER will discipline PEACE OFFICERS for just cause only. Discipline will be in the form of:

a. oral reprimand;
b. written reprimand;
c. suspension;
d. demotion; or
e. discharge.

10.2 Suspensions, demotions, and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of a peace officers personnel file shall be read and acknowledged by signature of the peace officer prior to placement in personnel file. Peace officers and the UNION will receive a copy of such reprimands and/or notices at the time of discipline. Peace Officers shall also be notified of any other document(s) which are added to or part of the peace officer's personnel file. In the event that a peace officer discovers that any such notice was placed in his/her personnel file without their knowledge, the formal grievance process may be applied based upon the time of discovery. Peace officers shall also be notified of any document removed from their personnel file.

10.4 Peace officers may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

10.5 Discharges will be preceded by a five (5) day suspension without pay.

10.6 A peace officer will not be questioned concerning an investigation of disciplinary action unless the peace officer has been given an opportunity to have a UNION representative present at such questioning, as defined in the Peace Officer Discipline Procedures Act-Minnesota State Statute 626.89. The EMPLOYER and UNION will coordinate to ensure the process moves in a timely manner.

10.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article VII.

## ARTICLE 11 - CONSTITUTIONAL PROTECTION

A peace officer shall have the right granted to all citizens by the United States and Minnesota State Constitutions.

## ARTICLE 12 - HOURS OF WORK

12.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each peace officer through:

a) hours worked on assigned shifts;
b) holidays;
c) assigned training, and
d) authorized leave time.

12.2 Holiday pay is to be calculated based on the peace officer's actual length of assigned shift. Authorized leave time is to be calculated based on the peace officer's actual length of assigned shift. A peace officer that works on a holiday shall receive the actual length of their assigned shift for the holiday hours worked.

12.3 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign peace officers.

12.4 A peace officer shall be granted 30-minute paid lunch during his/her normal shift. The peace officer remains on continual duty. Break time allowance is part of the normal annual average workweek of forty hours. The Employer may require that the lunch be taken at the work site.

## ARTICLE 13 - OVERTIME

13.1 Peace officers will be compensated at one and one-half (1-1/2) times the peace officer's regular base pay rate for hours worked in excess of the peace officer's regularly scheduled shift. Changes of shifts do not qualify a peace officer for overtime under this Article.

13.2 All continuous assigned work by a peace officer after fourteen (14) hours is double time. If a peace officer voluntarily signs up for a posted overtime work shift or overtime detail, which extends the peace officers assigned work shift this benefit does not apply. A peace officer who is asked, mandated, or required to stay or extend their work shift or an overtime detail will be paid double time after fourteen (14) hours of work. A peace officer that has Court assigned before or after their work shift is not eligible for this benefit.

13.3 Overtime hours worked shall be paid either in the form of salary during the pay period in which they are earned or as compensatory time off. Final determination of form of payment shall be the City's responsibility. Determination of salary or comp will be determined on a case-by-case basis. A maximum of eighty (80) hours of compensatory time may be carried over from year to year. Approval must be granted by the Chief of Police in advance of compensatory time off. A peace officer may cash out their compensatory time throughout the year. Any compensatory overage will automatically be paid out on the last pay date in December of each year.

13.4 Overtime will be distributed as equally as practicable.

13.5 Overtime refused by peace officers will for record purposes under Article 13.3 be considered as unpaid overtime worked.

13.6 For the purpose of computing overtime compensation, overtime hours worked will not be pyramided, compounded, or paid twice for the same hours worked.

13.7 Overtime will be calculated to the nearest fifteen (15) minutes.

## ARTICLE 14 - COURT TIME

14.1 A peace officer who is required to appear in Court during his/her scheduled off duty time and/or day off, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the peace officer's base pay rate or three (3) hours minimum compensatory time at one and one-half (1-1/2) times the peace officer's base pay rate at the peace officer's discretion. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the peace officer for the three (3) hour minimum.

14.2 A peace officer who is scheduled for Court during his/her off duty time shall check the Carver County Attorney's website after 4:30 PM the day prior to confirm if their Court case is still listed. If the peace officer is not cancelled by email, phone, or on the website prior to 4:30 PM the business day prior, he/she shall receive two (2) hours of pay at the peace officer's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the peace officer for the two (2) hour minimum.

14.3 In the event a peace officer is subpoenaed to testify in a private party litigation in a capacity other than that of an expert witness regarding an incident that has occurred within the scope of employment for the City of Chaska involving facts which the peace officer came to know while on duty as a peace officer, then the peace officer shall receive Court time pay from the Employer in accordance with the requirements as set forth in Article XIV. The peace officer shall not be required to take vacation, PPL or compensatory time if the appearance occurs during their work shift.

14.4 A peace officer formerly employed by the Chaska Police Department shall be paid their last earned hourly wage for any Court time performed.

## ARTICLE 15 - CALL BACK TIME

A peace officer, who is called to duty during his/her scheduled off-duty time, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the peace officer's base pay rate.

A peace officer required by the EMPLOYER who is called to duty during his/her scheduled off-duty time with less than twelve (12) hours between the peace officer's work shifts, will receive double time at the peace officer's base pay rate for all hours worked. This would include the peace officer's last scheduled work shift for the week.

A shift extension does not qualify a peace officer for double time pay unless as stated in Article 13.2. The on-call investigator/detective is not eligible for double time compensation unless stated in Article 13.2. A peace officer voluntarily accepting additional work shifts or contract overtime is not eligible for double time compensation unless stated in Article 18. In these described circumstances, overtime compensation is at one and one-half (1-1/2) times the peace officer's base pay rate.

An extension or early report to a regularly scheduled work shift does not qualify the peace officer for the three (3) hours minimum.

## ARTICLE 16 – VACATION/PAID PERSONAL LEAVE (PPL)

16.1 Vacation is earned and granted according to the following schedule:

| Years of Service: | Hours earned per month: |
|---|---|
| Start 0 through 5 years | 6.67 hours (80 hours annual) |
| 6 through 10 years | 10 hours (120 hours annual) |
| 11 years | 12 hours (144 hours annual) |
| 12 years | 12.67 hours (152 hours annual) |
| 13 years | 13.33 hours (160 hours annual) |
| 14 years | 14 hours (168 hours annual) |
| 15 years | 14.67 hours (176 hours annual) |
| 20 ears | 16.67 hours (200 hours annual) |

16.2 A peace officer may not accumulate vacation leave in an amount greater than one and one-half (1-1/2) times the amount which the peace officer earns in one year, without the employer's written approval.

16.3 All existing peace officers are eligible to choose to be on the Paid Personal Leave (PPL) plan on an annual basis. Once this decision has been made, the peace officer may not choose to go back on the vacation/sick time program. A peace officer will not be forced to go to PPL plan unless the peace officer has been hired after January 1, 2010.

16.4 PPL is earned and granted according to the following schedule:

| Years of Service | Annual Accrued Personal Leave/ Hours Per Month |
|---|---|
| Start through completion of year 5 | 18 days (144 hours) 12 hours |
| Year 6 through completion of year 10 | 22 days (176 hours) 14.66 hours |
| Year 11 | 23 days (184 hours) 15.33 hours |
| Year 12 | 24 days (192 hours) 16 hours |
| Year 13 | 25 days (200 hours) 16.66 hours |
| Year 14 | 26 days (208 hours) 17.33 hours |
| Year 15 | 27 days (216 hours) 18 hours |
| Year 16 | 28 days (224 hours) 18.66 hours |
| Year 17 | 29 days (232 hours) 19.33 hours |
| Year 18 | 30 days (240 hours) 20 hours |
| Year 19 or more | 31 days (248 hours) 20.66 hours |

16.5 Peace officers choosing to convert over to the Personal Leave Plan shall have their existing banked vacation leave converted to personal leave on a 1:1 basis and will be able to keep their sick leave bank available for future use, as defined by the Personal Leave Plan and Salary Continuation Plan. Peace officers at no time may accumulate personal leave to exceed two times the annual rate at which the Peace Officer earns personal leave.

16.6 Personal Leave Plan and vacation periods shall be selected on the basis of seniority until March 15, of each calendar year as stated in Article 9.3.

16.7 PPL time may be used in 15-minute increments.

16.8 Peace officers under the PPL and/or vacation plan shall receive three (3) floating holidays and observe the same holidays as stated in Article 18.1.

16.9 A peace officer shall receive three (3) days to attend funerals of members of the peace officer's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grand children, grandparent, and step-grandparents of either the peace officer or peace officer's spouse. Up to two (2) days shall be granted for the death of great-grandparents, aunt, uncle, nieces, and nephews or if the peace officer is asked to perform the service of pallbearer. Funeral Leave is a separate bank and is not removed from a peace officer's PPL plan, sick leave, compensatory time, or floating holiday time. Funeral leave is per occurrence. Any additional time or other funerals is to be taken off from PPL, compensatory time, floating holiday time, or without pay.

16.10 For the purpose of PPL the definition of good standing means that the peace officer must give a minimum two-week (10 working days) notice unless a mutual agreement has been made between the peace officer and Employer to end employment earlier or the peace officer ends employment due to an injury/disability.

16.11 A peace officer under the PPL plan requesting leave under FMLA may use up to fifteen (15) days of accrued sick leave in accordance with Article 24. This is supplemental to the benefits in the Personal Leave Plan and Salary Continuation Plan.

16.12 All peace officers under the PPL plan will be governed by the *City of Chaska Personal Leave Plan and Salary Continuation Plan* (See Addendum A – Personal Leave Plan and Salary Continuation Plan) unless stated in this Labor Agreement. All peace officers continuing under the vacation/sick time program will continue to be governed by the language of this Labor Agreement in Article XVI, Article XVII, Article XIX, and Article XXIV unless stated.

16.13 Annually, peace officers may designate up to 50 PPL hours to fund their 457 Deferred Compensation Plan, Health Savings Account, or their paycheck consistent with IRS guidelines. This will be paid out at the peace officer's current hourly rate as taxable income.

## ARTICLE 17 - SICK LEAVE

17.1 A peace officer shall accumulate one day sick leave per month.

17.2 The Employer shall follow Minnesota State Statute 181.9413.

17.3 Sick leave usage shall not be subject to approval and verification by the Employer.

## ARTICLE 18 - HOLIDAYS

18.1 The following are the observed holidays:

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday of January |
| President's Day | Third Monday of February (Lincoln's and Washington's Birthday) |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | December 25 |

Annually, a peace officer shall receive three (3) floating holidays for a total of 24 hours. A peace officer may carry-over 16 hours of floating holiday time from year to year.

18.2 A peace officer on a fixed Monday to Friday schedule, if any of the aforementioned holidays falls on a Sunday, then Monday is the official holiday, and if any falls on a Saturday, then Friday will be the official holiday.

18.3 A peace officer shall be paid or given equal time off when it is necessary to schedule a peace officer to work on one of the official holidays. The pay or time off shall be at the discretion of the Chief or the City Administrator. Should the Administrator or Chief choose to pay the peace officer, the peace officer who's scheduled, or overtime shift begins or ends on the official holiday shall be compensated at the rate of double time for all hours worked on the actual holiday, and shall receive the actual length of their normally assigned work shift for holiday pay hours (not worked) at straight time. Example 1: If a peace officer works 6 AM to 4 PM on an official holiday he/she shall receive 10 hours at double time and 10 hours holiday pay (not worked) at straight time. Example 2: If a peace officer works seven (7) hours on the official holiday he/she shall receive seven (7) hours at double time and 10 hours at straight time holiday pay (not worked). The holiday worked pay hours shall go toward the peace officers 2080 hours, and cannot be accrued as compensatory time.

18.4 A peace officer not working a shift or assignment that he/she normally would have been scheduled for (deviating from their normal work rotation/schedule), due to an official holiday, shall be paid eight (8) hours at straight time, and shall receive an additional two (2) hours at straight time, which shall be applied to their 2080 hours. The peace officer shall not be required to take vacation, PPL, or compensatory time to equal the number of hours short for their normal shift or assignment. This section shall apply to peace officers regardless of their assignment.

18.5 A peace officer on sick leave before or after a holiday may be required to have a certificate stating the nature of illness before holiday pay will be granted; however, a peace officer may use a vacation day, PPL, or compensatory time and still receive holiday pay.

18.6 A peace officer not scheduled to work on a holiday will receive holiday pay based on an eight (8) hour day.

18.7 A peace officer that works anytime on Christmas Eve or New Year's Eve shall receive four (4) hours of vacation/PPL time toward their vacation/PPL bank. A peace officer on a fixed Monday to Friday schedule that leaves at early close time shall not receive this additional benefit, but will not be charged vacation, PPL, or compensatory time for the time period that City Hall is closed. A peace officer on a fixed Monday to Friday schedule that works their entire normal assigned work shift on the Christmas Eve or New Year's Eve observed day shall receive four (4) hours of vacation/PPL time toward their vacation/PPL bank. A peace officer who is on a regular or scheduled day off is not eligible for this benefit.

18.8 A peace officer shall be compensated at the peace officer's current hourly rate one (1) hour of additional pay per work shift at straight time or compensatory time at the peace officer's discretion when he/she works their entire assigned work shift on the Friday and/or Saturday of Bonspiel Community Event, Friday and/or Saturday of River City Days, the Saturday and/or Sunday of Labor Day and Memorial Day weekends. A peace officer on overtime does not qualify for the one (1) hour of additional pay.

## ARTICLE 19 - FUNERAL LEAVE

A peace officer shall receive three (3) days to attend funerals of members of the peace officer's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grand children, grandparent, and step-grandparents of either the peace officer or peace officer's spouse. Up to two (2) days shall be granted for the death of great-grandparents, aunt, uncle, nieces, and nephews or if the peace officer is asked to perform the service of pallbearer. Funeral leave is per occurrence. Funeral leave is a separate bank and is not removed from the peace officer's sick leave, vacation time, compensatory time, or floating holiday time. Any additional time or other funerals is to be taken off from vacation time, compensatory time, floating holiday time, or without pay.

## ARTICLE 20 - SEVERANCE PAY

20.1 For peace officers hired prior to January 1, 1986 the EMPLOYER shall pay one-third (1/3) of the accumulated sick leave (up to a maximum of 30 days) upon severance of employment with the City after five (5) years of continuous employment. For all peace officers the City will pay 100% of the accumulated unused vacation or PPL time. However, a peace officer who voluntarily terminates his employment must notify the City at least two weeks ahead of termination date or the peace officer will forfeit the above severance pay. No severance pay will be given any peace officer who is discharged from his position because of disciplinary reasons by the EMPLOYER.

20.2 Peace Officers eligible for severance pay may elect in lieu of severance pay as provided in Article 20.1, to have the employer use 1/3 of the accumulated sick leave (up to a maximum of 30 days) for the retiree's group insurance premium, as long as funds are available, up to the retiree's 65th birthday.

20.3 Prior to last day of service, a peace officer in good standing will receive a letter from the Department stating that he/she left employment in good standing and stated length of service to the City with such letter signed by the Chief.

## ARTICLE 21 - JURY DUTY

In the event a peace officer is called for jury duty, he/she will receive full salary while on jury duty if his/her jury duty fee less expenses is turned over to the City Treasurer.

## ARTICLE 22 – TRAINING

22.1 TRAINING: Is defined as continuing education for peace officers, which is necessary to promote and ensure professional competence.

22.2 For all department meetings in person and/or virtual (mandatory or non-mandatory) as well as mandatory training peace officers who are off-duty will be paid at one and one-half (1-1/2) times, for a minimum of one (1) hour at the peace officer's current hourly rate of pay. This may be taken as pay or as compensatory time at the peace officer's discretion.

22.3 A peace officer shall be compensated one (1) hour of additional pay at the peace officer's current hourly rate at straight time or compensatory time at the peace officer's discretion when he/she is assigned to work Junior Police Academy, Police Explorers, Citizen Academy or assigned to a Civilian Ride-Along during the peace officer's assigned work shift.

22.4 A peace officer shall be compensated two (2) hours of additional pay at the peace officer's current hourly rate at straight time or compensatory time at the peace officer's discretion for each shift or partial shift the peace officer is assigned to work as a Field Training Officer with a trainee, Community Service Officer or a CERT member, which includes initial training such as Firearms, Taser, and Use of Force with a trainee.

22.5 Peace officers that are on a regular scheduled day off who attend mandatory training shall be paid for group breaks during the training and are eligible to submit per diem request for meals not provided during the training. Mandatory training is annual mandated specific training by the Minnesota Post Board or training determined to be mandatory that is assigned by the Chief of Police, a Chaska Police Supervisor, or a Department Training Instructor.

22.6 NON-MANDATORY: A peace officer who attends training while off-duty that is not mandatory but satisfies POST requirements or enhances or benefits job performance and training has been approved from department head, shall be compensated at straight time up to FLSA limits. A peace officer who attends a training on a regular scheduled day off shall be paid for group breaks taken during the training and are eligible to submit per diem requests for meals not provided during the training as long as the training is five hours or longer.

22.7 SCHEDULED SHIFT REPLACEMENT: A peace officer who attends a training that replaces their regular scheduled normal shift, shall be compensated as stated in Article 12 (HOURS OF WORK-normal shift) and shall receive a paid mealtime and shall receive a paid meal at the standard CONUS per diem rate. The meal reimbursement only applies to training outside of the City of Chaska and does not apply if the training provides any meals.

22.8 MEALS

When a peace officer must stay overnight while traveling on official city business and/or to attend professional training or conferences they are authorized compensation for meals and incidental expenses at the standard CONUS per diem rate. The current rate can be found at www.gsa.gov/travel/plan-book/per-diem-rates. This rate may change from year to year. If a peace officer travels to an out-of-state destination where the standard CONUS per diem rate for M&IE is higher than the standard rate, a peace officer may submit documentation with the expense claim requesting reimbursement at the higher rate. Otherwise, expenses exceeding the authorized standard per diem rate are the personal responsibility of the peace officer.

On the first and last day of travel peace officers will be reimbursed using the GSA partial day rate for first/last day of travel. If a full day of training occurs on a travel day, the total meals and incidentals per diem rate is reimbursed.
When meals are included as part of a conference, seminar or registration fee, or provided by or paid for by third parties, peace officers must deduct those meals from the per diem reimbursement.

Lodging is not included in per diems. Peace officers should make arrangements at the preferred conference hotels when possible. Peace officer may use a p-card for lodging or can request reimbursement with an original receipt.

When a peace officer is traveling on official city business and/or to attend professional training or conferences and an overnight stay is not required, peace officers are still authorized compensation for meals but at the standard CONUS per diem rate per meal. The current rate can be found at www.gsa.gov/travel/plan-book/per-diem-rates. This rate may change from year to year.

Peace officers are responsible for submitting Expense Claims to finance within fifteen (15) business days of return. Although it is no longer necessary to submit receipts for meals and incidental expenses, all other claims must have appropriate documentation.

Per diem benefits are paid consistent with IRS guidelines through regular payroll.

22.9 TRAVEL

DEFINITION: Travel time will be the actual time taken to travel by vehicle from the Chaska Police Department to the training location and back to the Chaska Police Department.

Peace officers attending any training will receive straight time for travel time as defined by 22.7. Peace officers will not receive travel time for any training occurring in the City of Chaska and/or training within 15 minutes of the Chaska Police Department. Peace officers attending scheduled shift replacement training will not be paid for travel time unless it exceeds the time of their normal work shift.

AIR TRAVEL: Any air travel time shall include: travel time to and from the airport from the Chaska Police Department; terminal and airtime; and travel time to the end destination. A peace officer shall receive straight time for air travel time. Air travel scheduled on a peace officer's normal work shift shall be considered a normal work shift.

Peace officers are responsible for submitting Expense Claims for travel to finance within fifteen (15) business days of return. All claims must have appropriate documentation (lodging/airfare receipts, mileage reimbursement log or map, etc.). When air travel is necessary, the City will reimburse at the rate charged for coach/economy class along with the cost for one piece of luggage if the airline charges to check luggage. Travel expenses are paid as a check from the City consistent with IRS guidelines through Accounts Payable.

## ARTICLE 23 - INJURED ON DUTY

23.1 Peace officers on an eight (8) hour work shift injured on duty will receive full pay for a maximum of 720 hours while unable to work due to such injury. Supplementary payments for the first 720 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a peace officer's accumulated sick leave, PPL, or vacation only after the 720 hours have expired per injury. Peace officers on a ten (10) hour work shift injured on duty will receive full pay for a maximum of 900 hours while unable to work due to such injury. Supplementary payments for the first 900 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a peace officer's accumulated sick leave, PPL, or vacation only after the 900 hours have expired per injury.

23.2 Any compensation payable to the peace officer under Worker's Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary payments to the peace officer to make up the difference between Worker's Compensation and the peace officer's normal rate of pay.

23.3 A peace officer who claims an absence from work due to an injury sustained on the job, shall provide if requested by the EMPLOYER, a statement from the peace officer's attending physician as to the nature of the injury.

23.4 The Employer may require a peace officer who is absent due to an injury while on duty, to undergo a medical evaluation, requested and paid for by the EMPLOYER.

23.5 As provided for through the City of Chaska's Worker's Compensation policy coverage, treatment for exposure and/or acquiring a communicable disease directly related to work-related activities, shall be considered a work-place injury, subject to all the benefits and peace officer requirements listed above in this section of the agreement.

## ARTICLE 24 - FAMILY AND MEDICAL LEAVE ACT (FMLA)

A peace officer requesting leave under the (FMLA), shall at the peace officer's discretion, be able to take leave from any of the accrued leave time banks provided for by this contract, however a peace officer will be limited to fifteen (15) days of sick leave use per occurrence. Accrued leave time shall include Vacation, Sick Leave, PPL, Compensatory Time, and Floating Holiday Time. The peace officer may request a leave of absence without pay, pursuant to the (FMLA), as well.

## ARTICLE 25 - NEGOTIATION MEETINGS

The Steward, co-steward, or an authorized alternate, upon approval of the Department Head, may be absent from duty to attend negotiation meetings. For de minimis union activities, or when a union meeting is called, members shall be allowed to attend such meetings, subject to calls, where police services are required and shall not count against the peace officers break time.

## ARTICLE 26 - HEALTH AND WELFARE

**26.1 Establishment of VEBA:** Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and employees assent to and ratify the appointment of the trustee and plan administrator for the VEBA plan and Trust Identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary employees' beneficiary association under Section 501 (c) (9) of the Internal Revenue Code. This plan year will begin on January 1, and end on December 31 of each year.

**26.2. Benefits Provided through the VEBA**

Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees

**26.3 Payment of Administrative Fee**

Administrative fees allocable to individual accounts of active employees who are active participants in the VEBA, and HSA Plans shall be paid by the employer. Administrative fees allocable to the individual accounts of former employees shall be paid from the VEBA account, and deducted from the total accrued amount of dollars that are allocated to that former employee in the VEBA account. If the VEBA Plan is terminated, or if Employee Contributions cease by agreement between the parties, administrative fees shall be paid from the VEBA account.

**26.4 Employer Contributions to the Health Reimbursement Arrangement for Active Employees:**

**Subd. 1. Contributions to the Active Employees' Plan:**

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

$1,248 for each qualified employee who elects single coverage under the group health plan described in Subdivision 2; and

$2,496 for each qualified employee who elects family coverage under the group health plan described in Subdivision 2.

The contribution will be made in thirds, with the first contribution on January 1st, the second contribution on May 1st, and the third contribution on September 1st. The employer will contribute $416.00 to the individual account each period for those employees who elect single coverage, and $832.00 to the individual account each period for those employees who elect family coverage under the group health plan described in Subdivision 2. Dollars in individual accounts shall not be eligible to use until they have been accrued.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. This prorated share of employer contribution shall be based on the number of months remaining in the plan year. Any employee entering the VEBA plan on a date other than the first day of that month, shall receive the entire employee contribution amount for the month in which they enter (i.e. an employee entering the VEBA plan anytime during the month of April would receive 9/12 of the total year employee contribution toward the individual's VEBA account).

All employer contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 2 below, or on a date that the individual no longer in employed by the City of Chaska.

**Subdivision 2. High Deductible Health Plan (VEBA):**

Employer shall make available a high deductible health plan described in summary and attached hereto as Insurance Attachment #1, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, in the 2021 benefit year, the Employer shall contribute an amount not to exceed $1,035.00 toward the monthly premium cost for single group health coverage, and $1,514.00 toward the monthly premium cost for family group health coverage. The employer contribution for 2021 shall not increase or decrease from the 2020 contribution.

Current employees choosing the High Deductible Medical plan will be able to utilize dollars in the individual VEBA account to pay for those medical services that are currently covered under the high deductible health plan described in summary and attached hereto as Insurance Attachment #1. After an individual leaves employment with the City of Chaska, that individual will be eligible to utilize the dollars accumulated in the individual's VEBA account to pay for any medical services covered under IRS Code 213 (d).

**26.5 Alternative Group Health Plan (HSA)**

Employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to employees who do not elect coverage provided for under the provision of the high deductible health plan described in Section 4, Subdivision 2. With respect to all qualified bargaining unit members, the Employer for 2021 shall contribute an amount not to exceed $1,035.00 toward the monthly premium cost for single group health coverage, and $1,514.00 toward the monthly premium cost for family group health coverage. The employer contribution for 2021 shall not increase or decrease from the 2020 level.

Qualified bargaining unit members who elect coverage under this Section 5 shall not be entitled to receive Employer Contributions to the VEBA Plan. If a participant changes coverage from a high deductible plan in Section 4, Subdivision 2, to the alternative group health plan in Section 5 above, all contributions on behalf of a VEBA Plan participant shall cease.

As one of the health insurance plans being offered, the employer is making available a Health Savings Account (HSA). Those choosing an HSA will receive the employer contribution laid out in section 26.5, with the employer covering the administrative costs of the HSA accounts.
All employees employed in a position in the appropriate unit shall, at a minimum, be enrolled in single coverage in one of the group health plans provided for under the provisions of this Article. In the event an eligible employee does not make a choice of plan coverage the Employer shall enroll the employee in the CORE medical benefit of the plan, which is the single-coverage VEBA high deductible medical plan.

26.6 EMPLOYER will permit permanently disabled or retired employees over 50 and under 67 years of age to participate in the City's group health, VEBA, and welfare insurance plan, provided the employee pays 100% of the monthly premium for plan chosen.

26.7 In addition to the City's contribution toward life insurance, employees shall be permitted to utilize a portion of cafeteria plan to purchase additional life insurance and other benefits.

26.8 The employer 2022 contribution toward the employee's premium shall be negotiated on an annual basis.

26.9 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active peace officer. Should a peace officer be killed in the line of duty while employed by the City, all vacation, PPL, and compensatory time on record shall be added to the last pay due to the peace officer.

26.10 The Minnesota Health Care Savings Plan (HCSP) is an employer-sponsored program that allows Chaska Peace Officers to save money, tax-free, to use upon separation of employment to pay for eligible health care expenses. HCSP is a tax-free account, which means contributions, and eligible reimbursements are not reportable on state or federal income tax returns.
This program will enrich the City of Chaska's benefit plan. The City of Chaska appreciates peace officers, who through long term service and dedication, contribute to making the city a successful and positive service provider. In recognition, the City acknowledges the following plan.

All eligible Chaska Peace Officers under this contract shall participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota State Statute, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the peace officer will be deposited into the peace officer's post-employment health care savings plan account.

On January 1, 2021, the Peace Officer and Employer contribution shall be per pay period based off the peace officer's monthly base wage (section 31.1) and shall be placed into the peace officers HCSP account.

**4-10 Years of service:**

Employer contribution .5%  Peace Officer contribution .5%

**11 years or more of service:**

Employer contribution 1%  Peace Officer contribution 1%

Peace officers with Paid Personal Leave (PPL) and/or Vacation shall contribute 50% of their accrued leave upon separation of employment/service into their health care savings plan account but no more than 200 hours.

## ARTICLE 27 – UNIFORMS

The City of Chaska will provide required approved initial issue uniforms and equipment items to all new peace officers.

The City of Chaska will provide for all peace officers badges (including maintenance and repair), patches (police, badge, shoulder) and name, name plates, insignia and/or stitching on uniforms. These items will be paid directly by the City of Chaska or by reimbursement to the peace officer. All departmental purchased items will remain the property of the City of Chaska. Upon retirement, separation, or termination from employment, all initially issued uniforms and equipment items, and departmental patches, badges, insignia, and nameplates shall be returned to the City of Chaska upon request.

The City of Chaska will provide peace officers with mandated OC spray, reflective vests, reflective rain jackets, and two (2) Body Worn Camera holders/mounts, which will remain the property of the City of Chaska.

Uniform items, clothing, and equipment worn while performing police duties (including: footwear, watches, jewelry, and eye wear) which is damaged or contaminated rendering it unwearable in the line of duty by an individual that is being arrested, mental health, detained, chased, combative or items that are seized as evidence shall be replaced in whole by the City of Chaska. Any restitution will be paid to the City of Chaska. Any uniform item that is damaged as the result of wear and tear or while performing normal duties (other than described above) will be replaced at the cost to the peace officer from his/her uniform compensation.

The City of Chaska will annually provide each peace officer with an annual uniform and equipment allowance of $1,556, which will be paid in a regular payroll check as a lump sum consistent with IRS guidelines.

Uniform and equipment allowance shall be paid out on the last pay date in January of each year. All uniform and equipment allowance once paid out is considered reimbursement for uniforms and equipment. The compensation allowance is not a bonus and shall not be returned to the City of Chaska for any reason.

The City of Chaska shall provide the amount as defined in Minnesota State Statute 299A.38 for the purchase of body armor for peace officers, every five years, or from when the body armor is initially purchased. The body armor shall be of a certain quality and description as the (Level 3A) body armor. An internal vest carrier shall be included with the purchase of body armor. Should the state funds for the purchase of law enforcement body armor be cancelled at any time, this agreement shall be re-opened. If agreement is not reached within 30 days of re-opening, either party may refer the issue to binding arbitration.

All peace officers are required to purchase their own duty weapon, back up, or off duty weapon(s).

After 12 months of service and completion of probation a City Personnel Action Form will be completed, and a peace officer shall receive in a regular payroll check as a lump sum for a monthly prorated amount of the uniform and equipment compensation allowance based on the end of the probation and the end of the calendar year.

## ARTICLE 28 - FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

## ARTICLE 29 - PEACE OFFICER LICENSE

The EMPLOYER will assume the cost of the Peace Officer license required by the State of Minnesota. Each peace officer is responsible for maintaining and renewing the license.

## ARTICLE 30 - PROBATIONARY PERIOD

A probationary period for full time Peace Officers shall be one year.

## ARTICLE 31 – COMPENSATION

On January 1, 2021, peace officers shall receive a 1.5% normal wage increase.

The EMPLOYER and the UNION have agreed upon the following list of comparable agencies for wages: (Brooklyn Center, Champlin, Cottage Grove, Elk River, Golden Valley, Hastings, Hopkins, Inver Grove Heights, Minnetonka, Maplewood, New Brighton, Oakdale, Prior Lake, Savage, Shakopee, South St. Paul, Stillwater, and West St. Paul). The EMPLOYER and UNION agree to obtain contract adjustment percentages for the 2021 year from the aforementioned agencies. An analysis will be completed to find the percent average for those contract increases. If it is found that a 1.5% increase was lower than the average percent calculated, the difference will be applied to the base wages (section 31.1) effective December 31, 2021, at 11:59 pm. The EMPLOYER and UNION will negotiate wages increase for the subsequent contract.

31.1 WAGES: Monthly base wages for peace officers shall be:

| | **01/01/2021** |
|---|---|
| Start | $5,328 |
| 6 Month | $5,811 |
| 12 Month | $6,134 |
| 24 Month | $6,619 |
| 36 Month | $7,255 |

31.2 SPECIALTY PAY FOR PERMANENT ASSIGNMENTS:

Peace officers assigned to a specialty position shall be paid an additional 5.00% of the patrol rate for which the peace officer is eligible to be paid as set forth in section 31.1 above. Examples of specialty positions include but are not limited to: Investigator/Detective, School Resource Officer, Youth Service Officer, and Community Partnership Specialist.

31.3 LONGEVITY PAY:

A peace officer will receive the following additional longevity pay as a percent of the base pay as set forth in section 31.1:

Longevity Pay

| | |
|---|---|
| After 4 years of service | 3% |
| After 8 years of service | 5% |
| After 12 years of service | 7.5% |
| After 16 years of service | 9.5% |
| After 20 years of service | 10.5% |

31.4 TRAINING/INSTRUCTOR OFFICER PAY:

On January 1, 2021, a peace officer assigned to instruct annual mandated state and/or department training shall receive $80.00 per month for a total of $960.00 a year as additional pay. Instructor pay shall increase $5.00 per month ($60 per year) each contract year thereafter.

31.5 CELLULAR PHONE/MOBILE DEVICE PAY:

A peace officer will be provided a cell phone, cell phone case, charger, and usage plan by the City of Chaska. These items are maintained by the city and peace officers will need to comply with the City of Chaska mobile device policy. The mobile device shall be replaced at the Employers expense if it is damaged in the course of his/her duties.

31.6 PEACE OFFICER DIFFERENTIAL PAY:

31.7 A peace officer that works between 7 PM and 6 AM shall receive differential pay per hour for each hour worked under the following conditions:

31.8 A peace officer on a day shift schedule shall earn their normal rate of pay as defined in the contract and is not eligible for differential pay.

31.9 On January 1, 2021, the peace officer Differential Pay Rate shall be $.75 cents per hour.

31.10 A peace officer on the night shift shall earn an additional $.75 cents per hour for all hours worked based on the peace officer's normal rate of pay. A peace officer on the night shift shall receive differential pay until 7 AM.

31.11 A peace officer on the afternoon shift shall earn an additional $.30 cents per hour for all hours worked based on the peace officer's normal rate. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

31.12 A peace officer working an alternating/rotating schedule/shift or modified shifts between 7 PM to 6 AM not mentioned above shall receive differential pay. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

31.13 A peace officer working the afternoon shift, alternating/rotating schedule/shift or any modified shifts between 7 PM to 6 AM shall use the following differential formula for differential pay: Differential hours worked (between 7 PM to 6 AM) in a pay period times (x) $.75 cents divided by 80 hours equals the peace officer's differential pay rate. Example: A peace officer has worked 32 differential hours times (x) $.75 cents divided by 80 hours equals $.30 cents. The peace officer's differential pay rate is $.30 cents for all hours worked including overtime. This formula is not required for the night shift since the entire shift earns the additional differential pay of $.75 cents per hour.

31.14 A peace officer that voluntarily trades a shift(s) will be eligible for differential pay based on their regularly scheduled shift they are currently working at the time.

31.15 All overtime hours worked during a pay period including court time, training time, and holidays shall be paid at the differential pay rate for what shift/schedule the peace officer is on at the time.

31.16 A peace officer scheduled to work a shift that is eligible for differential pay shall receive the differential rate/payment for an absence due to usage of vacation, compensatory, sick, PPL, or funeral leave time.

31.17 Compensatory time shall be paid at the differential pay rate that the peace officer is working based on the shift/schedule the peace officer is working at the time.

31.18 A peace officer shall be compensated in accordance with Article 31 (Compensation).

31.19 Lateral Transfer: A peace officer with three (3) or more years of previous full-time experience as a peace officer may laterally transfer and start at the 36-month wage step. All new lateral hires shall receive 40 hours of PPL time at the time of their hire. All new lateral hires will start at a new employee PPL accrual rate and are not eligible for longevity until four (4) years of service with the Chaska Police Department. A peace officer's seniority is based on the date of hire for all other benefits.

## ARTICLE 32 – WORK OUT ON DUTY

32.1 The Chaska Police Department will implement a work schedule that provides time for a peace officer to exercise during their schedule shifts, subject to the needs of the police department. The scheduled exercise time may be suspended for one or more peace officers, with just cause. A peace officer may utilize work out on duty as long as the peace officer works 50% of their assigned scheduled shift.

## ARTICLE 33 – ON-CALL

33.1 Peace officers assigned to investigator/detective "on-call" rotation (working under the current "on-call" memo dated July 7, 2010) shall receive 17.5 hours of straight time pay or compensatory time per week (7 days) or 2.5 hours per day for each day on "on-call" at the peace officer's current hourly rate at the peace officer's discretion. Each day of "on-call" shall consist of a 24-hour period of "on-call" service.

33.2 Peace officers working "on-call" may have another peace officer substitute and fulfill their "on-call" obligations. The substituting peace officer shall be the only one that shall receive "on-call" compensation. A supervisor must approve a peace officer substitution for an investigator/detective. Any peace officer that substitutes to be "on-call" for an investigator/detective shall receive 2.5 hours of straight time pay or compensatory time per day for each day (or portion thereof) "on-call" at the peace officer's discretion.

33.3 A Peace officer working "on-call" on a designated holiday as stated in 18.1 shall receive eight (8) hours of straight time pay or compensatory time at the peace officer's discretion.

33.4 If an "on-call" peace officer is requested to return to duty, that peace officer shall be compensated in accordance with Article XV.

## ARTICLE 34 - DURATION

This AGREEMENT shall be effective as of the 1st day of January 2021, and shall remain in full force and effect until the 31st day of December 2021, and shall automatically renew from year to year unless either party gives notice of their desire to modify or amend this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT on

_____
Date

FOR (THE CITY 0F CHASKA)

_____
City Administrator Matt Podhradsky

_____
Date

FOR (LAW ENFORCEMENT LABOR SERVICES, INC.)

_____
Union Steward Mike Kleber

_____
Date

_____
Union Steward Joe Kavlie

_____
Date

_____
Union Steward Trent Wurtz

_____
Date

_____
LELS Union Representative Jay Maher

_____
Date

## ARTICLE 16.12 - Addendum A – City of Chaska Personal Leave Plan and Salary Continuation Plan

# City of Chaska

Personal Leave Plan and

# Salary Continuation Plan

1. **Overview of the Personal Leave Plan**
   The Personal Leave Plan combines what would be considered employees' sick and vacation time into one general pool from which employees can use the accrued time subject to approval from the employees' Department Head or Supervisor. Like vacation or sick time, personal leave is accrued by the employee based on their number of years of service.

2. **Specifics of the Personal Leave Plan**
   A. Accrual of Personal Leave:
   Employees begin to accrue personal leave as of their first day of employment with the City and are eligible to use personal leave subject to the approval of their Department Head or Supervisor. The amount of personal leave employees accrue is dependent upon their years of service with the City.

   All regular, full-time employees are eligible to accrue personal leave based on the schedule below:

| Years of Service | Annual Accrued Personal Leave |
|---|---|
| Start through completion of year 5 | 18 days (144 hours) |
| Year 6 through completion of year 10 | 22 days (176 hours) |
| Year 11 | 23 days (184 hours) |
| Year 12 | 24 days (192 hours) |
| Year 13 | 25 days (200 hours) |
| Year 14 | 26 days (208 hours) |
| Year 15 | 27 days (216 hours) |
| Year 16 | 28 days (224 hours) |
| Year 17 | 29 days (232 hours) |
| Year 18 | 30 days (240 hours) |
| Year 19 or more | 31 days (248 hours) |

*Note: In addition to personal leave, employees will continue to receive two (2) paid floating holidays per year and ten (10) paid set holidays per year.*

   B. Use of Personal Leave:
   Employees may only use personal leave once it is accrued. This means that employees may not use personal leave in anticipation of accruing leave time in the future.

For a planned leave of absence from work, employees must receive prior approval from their Department Head or Supervisor. This will ensure that there are enough employees to perform all necessary job duties. However, a Department Head or Supervisor shall not unreasonably deny employees' requests for use of accrued personal leave.

For an unplanned leave of absence from work due to a personal illness or an emergency or to care for an immediate family member, employees shall give their Department Head or Supervisor a minimum of 30 minutes notice before the beginning of their scheduled work time. Upon returning to work, the Department Head or Supervisor may request that employees provide a physician's statement certifying the personal illness or injury or that of the immediate family member. Any confirmed abuse of an unplanned leave may result in disciplinary action.

It should be noted that if the employee is out longer than a five (5) day period for a personal illness or injury as well as the care of an immediate family member, the employee may be eligible for the City of Chaska Salary Continuation Program and/or the Family Medical Leave Act (FMLA).

If a regularly scheduled holiday falls during employees' use of personal leave, the holiday will not be considered part of the employees' personal leave. To be paid for a holiday, an employee must work or use personal leave the day before and after the holiday.

**3. Vacation and Sick Leave Conversion to Personal Leave**

A. Vacation Time:
The City will convert employees' accrued vacation time to personal leave on a 1:1 ratio. This means that for every day of vacation accrued, employees will receive one day of personal leave.

B. Sick Time:
The City will *not* convert a portion of employees' accrued sick time to personal leave. However, employees will not lose any of their sick time as it will be "banked" for use only after an employee has been absent from work due to an illness or injury for three (3) or more consecutive days and provides a physician certification. In addition to the above, employees who becomes eligible for the salary continuation program or long-term disability insurance may continue to exhaust a portion of their sick leave to provide themselves with 100% of their regular pay during their disability period. Under no circumstances may employees add time to their banked sick leave. However, when using sick leave employees will accrue personal leave.

**4. Options for Remaining Accrued Sick Time**

A. Employees Hired Prior to January 1, 1986:

Employees hired prior to January 1, 1986 are eligible to receive a payout of one third (1/3) of their accumulated unused sick leave up to a maximum of 90 accumulated days or 30 payout days upon severance of employment from the City of Chaska. Under the Personal Leave Plan, employees hired prior to January 1, 1986, have the option of receiving this severance at their current hourly rate when personal leave is implemented or at the time of their last day of employment with the City at their hourly rate at the time of termination. This severance can be paid to employees as taxable income for investment or can be invested by employees on a pre-tax basis into a 457 deferred compensation plan as allowed by IRS regulations. Employees must make an irrevocable election at the time that the personal leave plan is implemented.

After severance has been paid to employees or set aside for pay-out at the time that they leave City employment, all remaining sick leave will be banked for use consistent with the same policies and procedures for all employees as outlined in Section 4 B.

Employees will not lose their sick leave since it will be banked for use only after an employee has been absent from work due to an illness or injury for three (3) or more consecutive days and provides a physician's certification. In addition to the above, employees who becomes eligible for the salary continuation program or long-term disability insurance may continue to exhaust a portion of their sick leave to provide themselves with 100% of their regular pay during their disability period. Under no circumstances may employees add time to their banked sick leave. However, when using sick leave employees will accrue personal leave.

C. New Employees:

New employees, those hired after personal leave is implemented, will begin accruing personal leave in accordance with their number of years of service.

**5. Personal Leave Accrual, Carry-Over and Cash-Out**

For employees converting from vacation and sick time to paid personal leave, a maximum amount of personal leave will be allowed to be carried at any time during the year. Initially, the maximum amount will be the amount of personal leave accrued by the employee at the time that the plan is implemented. As employees use personal leave, the maximum amount will be lowered by the amount of leave they use, until it is at or below two (2) times the employees' annual personal leave accrual. Once the rate is lowered to or below two (2) times the employees' annual accrual rate and for new employees that are on the Paid Personal Leave Plan, at no time may accumulated personal leave exceed two (2) times the annual rate at which employees earn personal leave.

In addition to carrying a maximum amount of personal leave, employees will be able to cash-out a maximum of four (4) days or thirty-two (32) hours of their personal leave anytime during the calendar year. Under no circumstances, may an employee cash-out more than four (4) days or thirty-two (32) hours in a calendar year. The cash-out will be at the employee's current hourly rate and will be paid to the employee as taxable income or at the employee's election, may be placed into a 457 deferred compensation account consistent with IRS guidelines.

6. **Funeral Leave**
An employee shall receive up to a total of three (3) days to attend funerals of members of the employee's immediate family defined as: spouse, children, step children, mother, father, brother, step brother, sister, step sister, grand children, grandparent, and step-grandparent of either the employee or employees spouse. An employee shall receive up to a total of two (2) days to attend funerals of other family members defined as: great-grandparent, aunt, uncle, niece, and nephew or if the employee is asked to perform the service of pallbearer.

7. **Termination of Employment**
Accrued personal leave time shall be paid to employees as taxable income at the time of termination of employment if the employee leaves in good standing and provides a minimum of a two-week (10 working days) notice. Employees' Department Heads or supervisors are responsible for determining if an employee is leaving in good standing and is providing sufficient notice.

Employees may not receive any severance for banked sick leave unless they were hired prior to January 1, 1986 and have made an election to have their time paid-out. This payout is subject to the rules established in 4. A. above.

In the event of an employees death while in service to the City of Chaska, accrued personal leave time shall be paid to the employee's estate according to IRS rules.

8. **Regular Part-Time Employees**
Regular part-time employees are defined as those who are regularly scheduled to work one (1) or more hours per week. A regular part-time employee who works one (1) or more hours per week for twelve (12) consecutive months will be eligible for personal leave beginning on their thirteenth ($13^{th}$) month of employment. The amount of personal leave time accrued will be determined and prorated by the actual number of hours worked.

Regular part-time employees will accrue personal leave at the rate of .08462 hours for each regular time hour worked. For more information on how this rate is calculated, please contact the Assistant City Administrator.

9. **Personal Leave Accrual While Receiving Salary Continuation and Long-Term Disability**
Employees receiving benefits for salary continuation or long-term disability are not eligible to accrue personal leave. However, employees receiving salary continuation or long-term disability benefits may exhaust accrued personal leave and banked sick leave to provide themselves with 100% of their regular pay during their period of disability. Employees supplementing their salary continuation or long-term disability insurance with personal leave or banked sick leave will accrue additional leave based on the prorated amount that they are using.

**10. Flexible Benefit Plan Insurance While Under the Salary Continuation Program**

In conjunction with providing employees with salary continuation coverage, the City will continue to make its monthly contribution to employees' Flexible Benefit Plans depending upon their election (i.e. single or family coverage) for the plan year. The contribution will begin at the time that employees begin receiving the salary continuation benefit and terminate at the time that their salary continuation coverage terminates.

# City of Chaska
# Salary Continuation Program

## Summary of Benefit

The City of Chaska's Salary Continuation Program is meant to provide protection for employees who may be forced to be out of work for an extended period of time. The policy is designed to pay a weekly benefit to partially replace lost income due to a disability resulting from injury, sickness, or pregnancy. The policy is designed to provide employees with protection of up to 60% of their income, should their disability not allow them to earn their full weekly wage. It is the intent of the City of Chaska to ensure that all of its employees have protection from unforeseen circumstances that can occur outside of the work environment. This salary continuation policy helps ensure that all of our employees have a guarantee of protection, should one of these unforeseen circumstances occur. Providing this benefit directly through the City will help eliminate the complicated procedures of dealing directly with an insurance company, and will ensure that the City will be able to provide proper attention to its employees in times when this coverage is a necessity.

## Qualification for Benefits

Salary Continuation benefits are established to help protect the income of an employee should the employee need to be out of work for an extended period of time due to an illness, pregnancy, or injury. This benefit is only meant to protect an employees' income for conditions that would occur from circumstances outside of the workplace environment. All injuries or illnesses directly related to, or occurring in the workplace, will be covered under Worker's Compensation Insurance.

All injuries and illnesses in which a physician has specifically given instruction that an employee cannot attend work because of physical or mental restrictions due to an illness, pregnancy or injury, will be eligible for coverage. All pregnancies are eligible for coverage through the salary continuation program after the date of birth, unless specific written notice is received from the attending physician indicating the need for the employee to be confined to bed rest, or have restricted work activities either before or after the birth.

## Eligible Employees

All employees who are under the Paid Personal Leave Policy will be eligible for this benefit. Employees who are not on the Paid Personal Leave Policy and continue to accrue Vacation and Sick Time are not eligible for this benefit. To be considered full-time, an employee must work at least thirty (30) hours per week. No temporary or part-time employees will be eligible for this benefit. This benefit will become available for the employee to use after their first complete day of employment with the City of Chaska.

## Test for Disability Status

In order to qualify for the use of the Salary Continuation Benefit, an employee must first be classified as disabled. In order to meet the definition of disabled, an employee must be able to satisfy either the Occupation Test or the Earnings Test.

> Occupation Test: An injury, sickness, or pregnancy requires that you be under the regular care and attendance of a physician, and the injury, sickness, or pregnancy prevents you from performing at least one of the material duties of your regular occupation.
>
> Earnings Test: You may be considered disabled in any week even if you are actually working, if an injury, sickness, or pregnancy prevents you from earning more than 80% of your weekly pay in that week in any occupation for which your education, training or experience qualifies you.

An employee may satisfy these tests with any injury, illness or pregnancy in which a physician specifically gives written notification to the employer that this condition will affect the employee's workplace activities and abilities. Satisfying these qualifications under the Occupation and Earnings tests will not automatically qualify you for Salary Continuation, and no benefit will be paid to the employee if the injury or illness was directly caused by an occupational duty. Injuries or illnesses caused by circumstances associated with an occupational duty will be covered through Worker's Compensation Insurance.

## How to Use the Salary Continuation Program

If an employee satisfies the definition of being disabled from an injury, illness or pregnancy, and will be forced to be out of work for an extended period of time due to this disability, the following is a defined procedure for how an employee makes a claim for Salary Continuation Coverage.

**Filing a Claim:**

1. In order to qualify for use of Salary Continuation Coverage, an employee must first complete a five (5) day qualifying period. The first three (3) days of this qualifying period, the employee must use 3 days of Paid Personal Leave. The last 2 days of this qualifying period, the employee may use any combination of Paid Personal Leave or banked Sick Time.
2. After the five (5) day qualifying period, an employee may then qualify for use of Salary Continuation Coverage. To qualify, the employee must first contact the Assistant City Administrator in writing explaining the situation and requesting the coverage.
3. The employee must, by the fifth consecutive day of absence, notify in writing the Assistant City Administrator and provide proper documentation from their physician, describing their condition and the need for an extended absence. This documentation must indicate the estimated time of absence from their work activities.
4. The Assistant City Administrator will review the written documentation and request and determine if the condition warrants utilization of coverage, and requires absence from work. Unless there is a clear reason for not approving a Salary Continuation claim, the Assistant City Administrator will not unreasonably deny any requests that come from an employee's attending physician for the need to take an extended absence from normal work activities.

   **Note:** The City of Chaska does have the right to require the employee to obtain a second opinion from a doctor of the employer's choosing, if there is reason to question the diagnosis by the employee's attending physician. The cost of this opinion would be covered by the City of Chaska.

5. If the Assistant City Administrator approves the Claim, the Assistant City Administrator will memorialize these findings by sending a memo/letter to the employee, the employee's Department Head, and Payroll indicating the approval or disapproval of the coverage. This memo will also outline the employee's use of any other banked time the employee may desire to use to bring their earnings up to 100% of their pre-disability pay (such as banked Sick Time or Paid Personal Leave time). At no time will the employee be allowed to collect Salary Continuation, or utilize sick or personal leave time in conjunction with this benefit, that would put the employee's earnings at over 100% of the weekly wage.
6. The Assistant City Administrator will notify payroll of this claim, and all Salary Continuation payments will commence. The payments will be included in the employee's regular bi-weekly checks. This Salary Continuation claim will be reported as taxable income for the employee.

7. Coverage will continue as long as the employee's attending physician deems time away from work is necessary for up to a total of twelve (12) weeks, after which Long-Term Disability will become available (if the employee has opted to enroll for this benefit). The City of Chaska may, from time to time, require the employee's attending physician to provide an update on the employee's recovery, what the estimated time away from the employee's work activities will be, and if there are any measures the City could take to make the employee's return to work more expedient. (These measures could include assisting with rehabilitation services, or making the employee's work schedule or environment conducive to the employee's disability).

8. An employee will need to obtain a signed Report of Workability to return to all normal duties at work after utilizing the Salary Continuation Program.

**Schedule of Salary Continuation Payments**

An employee qualifying for Salary Continuation coverage will be covered for up to 60% of their weekly earnings. For each day of a period less than a full week, the scheduled amount will be prorated accordingly.

This benefit will be coordinated with any other leave or disability programs including the Family Medical Leave Act (FMLA), Social Security, PERA, worker's compensation, ect… The City of Chaska's Salary Continuation policy will pay up to 60% of the employee's weekly earnings after all other disability program payments have been deducted. At no time may an employee receive more than 60% of their weekly earnings from a combination of their Salary Continuation payments and disability program payments. However, an employee may supplement their benefit payment with banked Sick or Paid Personal Leave time. At no time may the combination between the Salary Continuation benefit and an employee's banked Sick or Paid Personal Leave time equal more than 100% of their normal weekly earnings.

As defined in the Paid Personal Leave Policy, an employee receiving Salary Continuation payments from the City will continue to receive their monthly Council Contribution toward their Flexible Benefit Plan. This contribution will begin at the time the employee begins to receive Salary Continuation payments and will terminate at the time their benefit coverage will terminate.

Weekly pay is defined as 40 hours at an employee's hourly rate. This pay is determined by the rate an employee is being paid the day before their period of disability starts. Possible bonuses, overtime, and other compensation will not be included in the calculation of the employee's hourly rate.

The qualifying period to receive Salary Continuation coverage will be five consecutive days of absence from an employee's position due to the disabling condition. The first three (3) days of this qualifying period, the employee must use 3 days of Paid Personal Leave. The last 2 days of this qualifying period, the employee may use any combination of Paid Personal Leave or banked sick time. The maximum benefit period will be twelve (12) weeks (one (1) week of qualifying period and eleven (11) weeks of 60% coverage). The possible twelve (12)-week benefit period will start on the first day an employee is absent from work due to the disabling condition, and will continue for the next twelve (12) consecutive weeks that the employee is not able to attend work because of the same condition that disabled the employee at the beginning of this twelve (12)-week period. At the end of the twelve (12) weeks, if the employee is still out of work due to the same disabling condition, the employee will qualify for Long-Term disability (if the employee has opted to enroll for this benefit).

> **Note:** For a period of disability due to a non-cesarean pregnancy, there will be a defined period of six (6) weeks that an employee will be eligible to receive Salary Continuation coverage (one (1) week of qualifying period and five (5) weeks of 60% coverage). For a period of disability due to a cesarean pregnancy, there will be a defined period of eight (8) weeks that an employee will be eligible to receive Salary Continuation coverage (one (1) week of qualifying period and seven (7) weeks of 60% coverage). If an employee has complications due to a non-cesarean or cesarean pregnancy that will force them to be out of work for more than a five (5) or eight (8) week period, extended coverage can be claimed by the employee. The claim process for this extended period of time will be identical to the claim process an employee would have to go through for any disability. The employee will have to file a separate written claim with the Assistant City Administrator requesting this extension of time.

The maximum interruption period an employee can have during this period of disability is two (2) consecutive days. If an employee is given clearance from their physician to return to normal duty, and works in the capacity of their normal functions for at least two (2) consecutive days, any new disabling condition would be considered a new disability.

## Exclusions from Salary Continuation Coverage

The City of Chaska will not pay benefits for any time an employee is confined to any facility because you were convicted of a crime or public offense.

The City of Chaska will not pay benefits for any part of a period of disability during which the employee is receiving benefits under any Worker's Compensation Act (or similar law) or the Maritime Doctrine of Maintenance, Wages or Cure.

The City of Chaska will not pay benefits for any disability caused by:

- War or any act of war, whether declared or not;
- Intentionally self-inflicted injury, while sane or insane;
- Taking part in or the result of taking part in committing a felony;

- An injury that arises out of or occurs in the course of any occupation for pay or profit that entitles you to benefits under any Worker's Compensation Act or similar law; or
- A sickness that entitles you to benefits under any Worker's Compensation Act (or a similar law).

The City of Chaska will not pay benefits if:

- We have offered you the opportunity to return to limited work while you are disabled,
- you are functionally capable of performing the limited work which is offered, and
- you do not return to work when and as scheduled.

Any non-compliance with these three provisions will be considered non-cooperation by the employee and may result in the cancellation of Salary Continuation benefits by the City of Chaska.

Benefits will end on the first scheduled day the employee is to return to work, and will not continue after the employee is officially no longer working for the City of Chaska.

**Miscellaneous Inclusions of Policy**

An employee will not accrue Paid Personal Leave time while receiving benefit payments, unless the employee supplements their Salary Continuation with Paid Personal Leave or banked Sick Time. If an employee supplements their pay by 40% of the full time employment status through banked Sick or Paid Personal Leave, Paid Personal Leave will accrue and be pro-rated based on the amount of Paid Personal Leave or Sick Time used. An employee cannot receive more than the employee's normal take home pay because of any Salary Continuation Coverage. The City's entire contribution to the Flexible Benefit Plan will continue while on Salary Continuation Coverage. Holidays will be paid but are also included in the maximum count of Salary Continuation days used.

Salary Continuation Coverage cannot be used to care for any ill or injured family member.

Any employee receiving a denial of Salary Continuation Coverage may request in writing, within 60 days of denial, a written explanation of the denial of coverage. If the employee is in disagreement with the denial of benefits and wants to appeal this decision, the employee must submit to the Assistant City Administrator an official letter of appeal. This letter must be received by the Assistant City Administrator, and must include a list of the specific reasons why the denial is being appealed. The Assistant City Administrator will have 10 working days from the receipt of this appeal to make a written decision on the appeal. If the employee is still in disagreement with the decision made by the Assistant City Administrator in regards to the appeal, the employee may appeal in writing to the City Administrator. The City Administrator will then have 10 working days to make a determination in the appeal. The City Administrator's decision is final.

If an employee at any time during the period of disability discovers they will not be able to return to work, even with reasonable accommodations, the employee must immediately report this in writing to both their Supervisor and the Assistant City Administrator.

## Questions on Policy

Any questions on this policy should be referred to the Assistant City Administrator at 952-448-9200.

## Salary Continuation Coverage Example Chart

**Week 1:** -3 days (24 hours) of Paid Personal Leave.
-2 days (16 hours) of Paid Personal Leave or banked Sick Time.

**Week 2-12:** -60% of Salary covered by Salary Continuation Coverage.
-40% of Salary can be covered by Paid Personal Leave or banked Sick Time.

# LABOR AGREEMENT

# BETWEEN

# THE CITY OF CHASKA

# AND

# LAW ENFORCEMENT LABOR SERVICES

# Local #385

# JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

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## ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2021, between the City of Chaska, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc. (LELS) Local #385 hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

1.1 Assure sound and mutually beneficial working and economical relationships between the parties hereto;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, shall continue their dedication to the highest quality Police service and protection to the residents of the City of Chaska. Both parties recognize this AGREEMENT as a pledge of this dedication.

## ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179.67, Subdivision 3, and Section 179.71, Subdivision 3, for all personnel in the following job classifications:

*Sergeant, Detective Sergeant*

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE 3 - DEFINITIONS

3.1 UNION: Law Enforcement Labor Services Inc. Local #385.

3.2 UNION MEMBER: A member of LAW ENFORCEMENT LABOR SERVICES, INC. Local #385

3.3 SUPERVISOR: A member of the exclusively recognized bargaining unit LELS #385.

3.4 DEPARTMENT: The Chaska Police Department.

3.5 EMPLOYER: The City of Chaska.

3.6 UNION OFFICER: Sergeant(s) elected or appointed by the Union.

3.7 CHIEF: The Chief of the City of Chaska Police Department.

3.8 WORK WEEK: The workweek shall average forty (40) hours, making a normal work year of 2,080 hours.

3.9 DEPARTMENT HEAD: The Chief.

3.10 SENIORITY: Length of continuous service with the employer.

3.11 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

LUNCH BREAK: A paid thirty (30) minute period during the scheduled/normal shift.
REST BREAK: Two fifteen (15) minute periods during the scheduled hours of normal shift.

## ARTICLE 4 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER.

## ARTICLE 5 - EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the sole right to operate and manage all manpower, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.

5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

## ARTICLE 6 - UNION SECURITY

6.1 The UNION may designate employees from the bargaining unit to act as representative(s) and shall inform the EMPLOYER in writing of such choice and changes in the position of representative(s). The representative(s) shall receive overtime, at time and a half, when attending contract negotiation meetings when off-duty, and when they will meet their overall scheduled hours for that week.

6.2 The employer shall allow use of internal e-mail and telephone for posting UNION notices and announcements that are non-partisan and anti-inflammatory communications.

6.3 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

6.4 The EMPLOYER shall deduct from the wages of supervisors who authorize such a deduction in writing, an amount necessary to cover monthly UNION DUES. Such monies shall be remitted as directed by the UNION.

## ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated, as provided by 6.1 of this AGREEMENT.

7.3 PROCESSING OF A GRIEVANCE
It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the SUPERVISORS and shall therefore, be accomplished during normal working hours only when consistent with such SUPERVISOR duties and responsibilities. The aggrieved SUPERVISOR and an UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the SUPERVISOR and an UNION REPRESENTATIVE have notified and received the approval of the designated EMPLOYER REPRESENTATIVE who has determined that such absence is reasonable and would not be detrimental to the work of the EMPLOYER.

7.4 PROCEDURE.
Grievances, as defined by Article 7.1, shall be resolved in conformance with the following procedure:

Step 1. A SUPERVISOR claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYER. An EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10)

calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days will be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3a. If a grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 or Step 3a and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based

solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 WAIVER

If a grievance is not presented within the time limits set forth it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

## ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Chaska. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## ARTICLE 9 - Hours of Work:

9.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:

a) hours worked on assigned shifts;
b) holidays;
c) assigned training, and
authorized leave time.

9.2 Holiday pay is to be calculated based on the supervisor's assigned shift. Authorized leave time is to be calculated based on the supervisor's assigned shift. A supervisor that works on a holiday shall receive the actual length of their assigned shift for the holiday hours worked.

9.3 Nothing contained in this Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

9.4 Supervisors shall be granted 30-minute paid lunch during a shift that the supervisor remains on continual duty. Break time allowance is part of the normal annual average workweek of forty hours. Employer may require that the lunch be taken at the work site.

9.5 A supervisor shall be compensated at the supervisors hourly rate one (1) hour of additional pay per shift at straight time or compensatory time at the supervisors discretion when he/she works their entire assigned work shift on the Friday and/or Saturday of Bonspeil Community Event, Friday and/or Saturday of River City Days, and the Saturday and/or Sunday of Labor Day, and Memorial Day weekends. A supervisor on overtime does not qualify for the one (1) hour of additional pay.

## ARTICLE 10 - SENIORITY

10.1 Seniority will be determined by the supervisor's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be determined by the Chief on the basis of time in grade and time within specific classifications.

10.2 A reduction of work force will be accomplished on the basis of seniority. SUPERVISORS shall be recalled from layoff on the basis of seniority. A SUPERVISOR on layoff shall have an opportunity to return to work within two years of the time of his layoff before any new employee is hired.

10.3 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year. Requests of more senior employees must only be sought in the same assignment. Example of assignment is patrol division, investigations, administration, etc. that could affect the specific scheduling of that assignment. Senior employees have a (10) day time limit from the date of vacation request to respond back to the

requesting peace officer. No response back after the ten (10) days automatically grants permission to that requesting officer.

10.4 Seniority shall prevail. Senior qualified SUPERVISORS shall have first preference on the job.

## ARTICLE 11 - DISCIPLINE

11.1 The EMPLOYER will discipline SUPERVISORS for just cause only. Discipline will be in the form of:

a. oral reprimand,
b. written reprimand,
c. suspension,
d. demotion, or
e. discharge

11.2 Suspension, demotions and discharges will be in written form.

11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of a Supervisors personnel file shall be read and acknowledged by signature of the Supervisor. Supervisors and the UNION will receive a copy of such reprimands and/or notices at the time of discipline. Supervisors shall also be notified of any other document(s) which are added to or part of the Supervisors personnel file. In the event that a peace officer discovers that any such notice was placed in his/her personnel file without their knowledge, the formal grievance process may be applied based upon the time of discovery. Supervisors shall also be notified of any document removed from their personnel file.

11.4 Supervisors may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

11.5 Discharges will be preceded by a five (5) day suspension without pay.

11.6 Supervisors will not be questioned concerning an investigation of disciplinary action unless the supervisor has been given opportunity to have a UNION representative present at such questioning, as defined in the Peace Officer Discipline Procedures Act-Minnesota State Statute 626.89. The EMPLOYER and UNION will coordinate to ensure the process moves in a timely manner.

11.7 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under Article 7.

## ARTICLE 12 - CONSTITUTIONAL PROTECTION

Supervisors shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

## ARTICLE 13 - OVERTIME

13.1 Supervisors will be compensated at one and one-half time the supervisor's regular base pay rate for hours worked in excess of the supervisor's regularly scheduled shift. Changes of shifts do not qualify a supervisor for overtime under this Article.

13.2 All continuous assigned work for a supervisor after fourteen (14) hours is double time. If a supervisor voluntarily signs up for a posted overtime work shift, which extends the supervisor assigned work shift this benefit does not apply. A supervisor who is asked, mandated, or required to stay or extend their work shift or an overtime detail will be paid double time after fourteen (14) hours of work. A supervisor that has court assigned after or before their work is not eligible for this benefit.

13.3 Overtime hours worked shall be paid either in the form of salary during the pay period in which they are earned or as compensatory time off. Final determination of form of payment shall be the City's responsibility. Determination of salary or comp will be determined on a case-by-case basis. A maximum of eighty (80) hours of compensatory time may be carried over from year to year. Approval must be granted by the Chief in advance of compensatory time off. A supervisor may cash out their compensatory time throughout the year. Any compensatory overage for the year will automatically be paid out on the last pay period of each year.

13.4 Overtime will be distributed as equally as practicable.

13.5 Overtime refused by supervisors will for records purpose be considered as unpaid overtime worked.

13.6 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

13.7 Overtime will be calculated to the nearest fifteen (15) minutes.

## ARTICLE 14 - COURT TIME

14.1 A supervisor who is required to appear in court during his scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half times the supervisor's base pay rate or (3) hours minimum compensatory time at (1-1/2) times the supervisors base pay rate at the supervisors discretion. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum.

14.2 A supervisor who is scheduled for court during his/her off duty time shall check the Carver County Attorney's website after 4:30pm the day prior to confirm if their Court case is still listed. If the supervisor is not cancelled by email, phone, or on the website prior to 4:30PM the business day prior, a supervisor shall receive two (2) hours of pay at regular base rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the supervisor for the two (2) hour minimum.

14.3 A supervisor formerly employed by the Chaska Police Department shall be paid their last earned hourly wage for any court time performed.

14.4 In the event a supervisor is subpoenaed to testify in a private party litigation in a capacity other than that of an expert witness regarding an incident that has occurred within the scope of employment for the City of Chaska involving facts which the supervisor came to know while on duty as a supervisor, then the supervisor shall receive court time pay from the employer in accordance with the requirements as set forth in article XIV. The supervisor shall not be required to take vacation, PPL or compensatory time if the appearance occurs during their work shift.

## ARTICLE 15 – CALL-BACK TIME

A peace officer, who is called to duty during his/her scheduled off-duty time, shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the peace officer's base pay rate.

A peace officer required by the EMPLOYER who is called to duty during his/her scheduled off-duty time with less than twelve (12) hours between the peace officer's work shifts, will receive double time at the peace officer's base pay rate for all hours worked. This would include the peace officer's last scheduled work shift for the week.

A shift extension does not qualify a peace officer for double time pay unless as stated in Article 13.2. The on-call Detective Supervisor, if on-call at the time of the callback, is not eligible for double time compensation unless stated in Article 13.2. A peace officer voluntarily accepting additional work shifts or contract overtime is not eligible for double time compensation unless stated in Article 18. In these described circumstances, overtime compensation is at one and one-half (1 ½) times the peace officer's base pay rate.

An extension or early report to a regularly scheduled work shift does not qualify the peace officer for the three (3) hours minimum.

## ARTICLE 16 - VACATIONS

16.1 Vacation is earned and granted according to the following schedule:

| Years of Service | Hours earned per month |
|---|---|
| Start 0 through 5 years | 6.67 hours (80 hours annual) |
| 6 through 10 years | 10 hours (120 hours annual) |
| 11 years | 10.67 hours (144 hours annual) |
| 12 years | 11.33 hours (152 hours annual) |
| 13 years | 13 hours (160 hours annual) |
| 14 years | 14 hours (168 hours annual) |
| 15 years | 14.67 hours (176 hours annual) |
| 20 years | 16.67 hours (200 hours annual) |

16.2 A supervisor may not accumulate vacation leave in an amount greater than one and one-half (1 1/2) times the amount that the supervisor earns in one years' time without the employers written approval.

16.3 All existing supervisors are eligible to choose to be on the Paid Personal Leave (PPL) plan on an annual basis. Once this decision has been made, the supervisor may not choose to go back on the vacation/sick time program.

PPL is earned and granted according to the following schedule:

| **Years of Service** | **Annual Accrued Personal Leave/ Hours Per Month** |
|---|---|
| Start through completion of year 5 | 18 days (144 hours) 12 hours |
| Year 6 through completion of year 10 | 22 days (176 hours) 14.66 hours |
| Year 11 | 23 days (184 hours) 15.33 hours |
| Year 12 | 24 days (192 hours) 16 hours |
| Year 13 | 25 days (200 hours) 16.66 hours |
| Year 14 | 26 days (208 hours) 17.33 hours |
| Year 15 | 27 days (216 hours) 18 hours |
| Year 16 | 28 days (224 hours) 18.66 hours |
| Year 17 | 29 days (232 hours) 19.33 hours |
| Year 18 | 30 days (240 hours) 20 hours |
| Year 19 or more | 31 days (248 hours) 20.66 hours |
| | |

Supervisors choosing to convert over to the Personal Leave Plan shall have their existing banked vacation leave converted to personal leave on a 1:1 basis, and will be able to keep their sick leave bank available for future use, as defined by the Personal Leave Plan and Salary Continuation Plan. Supervisors at no time may accumulate personal leave to exceed two times the annual rate at which the supervisor earns personal leave.

16.4 Personal Leave Plan and vacation periods shall be selected on the basis of seniority until March 15 of each calendar year as stated in Article 9.3.

16.5 PPL time may be used in increments of less than 30 minutes.

16.6 Supervisors under the PPL and/or vacation plan shall receive three floating holidays (24 hours) and observe the same holidays as stated in Article 18.1.

16.7 For the purpose of PPL the definition of good standing means that the supervisor must give a minimum two-week (10 working days) notice unless a mutual agreement has been made between the supervisor and Employer to end employment earlier or the supervisor ends employment due to an injury/disability.

16.8 A supervisor under the PPL plan requesting leave under FMLA may use up to fifteen (15) days of accrued sick leave in accordance with FMLA Article 30. This is supplemental to the benefits in the Personal Leave Plan and Salary Continuation Plan.

All supervisors under the PPL plan will be governed by the City of Chaska Personal Leave Plan and Salary Continuation Plan, unless stated in this agreement. All supervisors continuing under the vacation/sick time program will continue to be governed by the language of this Labor Agreement unless stated in this agreement.

Annually, supervisors may designate 50 PPL hours to fund their Deferred Compensation Plan, Health Savings Account, or their paycheck.

## ARTICLE 17 - SICK LEAVE

17.1 A supervisor who has not elected the PPL plan shall accumulate one day of sick leave per month.

17.2 The Employer shall follow Minnesota State Statue 181.9413.

17.3 Sick leave usage shall not be subject to approval and verification by the Employer.

## ARTICLE 18 - HOLIDAYS

18.1 The following are the observed holidays:

| | |
|---|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday of January |

| | |
|---|---|
| President's Day | Third Monday of February (Lincoln's and Washington's Birthday) |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | December 25 |

Annually, a Supervisor shall receive three (3) floating holidays for a total of 24 hours. A Supervisor may carry over 16 hours of floating holiday time from year to year.

18.2 For supervisors on a fixed Monday to Friday schedule, if any of the aforementioned holidays falls on a Sunday, then Monday is the official holiday, and if any falls on a Saturday, then Friday will be the official holiday.

18.3 A supervisor shall be paid or given equal time off when it is necessary to schedule a supervisor to work on one of the official holidays. The pay or time off shall be at the discretion of the Department Head or the City Administrator. Should the Administrator or Department Head choose to pay the supervisor, the supervisor who's scheduled shift begins or ends on the official holiday shall be compensated at the rate of double time for all hours worked on the actual holiday, and shall receive the actual length of their normally assigned work shift for holiday pay hours (not worked) at straight time. Example 1: If a supervisor works 6 AM to 4 PM on an official holiday he/she shall receive 10 hours at double time and 10 hours holiday pay (not worked) at straight time. Example 2: If a Supervisor works seven (7) hours on the official holiday he/she shall receive seven (7) hours at double time and 10 hours at straight time holiday pay (not worked). The holiday worked pay hours shall go toward the peace officers 2080 hours, and cannot be accrued as compensatory time.

18.4 A supervisor regularly scheduled to work any shift or assignment on an official holiday who has been removed from the schedule by the employer (Deviating from their normal work rotation/schedule), shall not be required to use vacation, PPL or compensatory time hours to equal the number of hours the supervisor is short for their assigned shift or assignment. The supervisor will be paid the additional two (2) hours as straight time and be applied to their 2080 hours. This section shall apply to supervisors regardless of their assignment.

18.5 A supervisor on sick leave before or after a holiday may be required to have a certificate stating the nature of illness before holiday pay will be granted; however, a supervisor may use a vacation day, PPL hours, or compensatory time and still receive holiday pay.

18.6 A supervisor not regularly scheduled to work on a holiday will receive holiday pay based on an eight (8) hour day. A supervisor that works on a holiday shall receive the actual length of their normally assigned work shift for the holiday hours worked. Example: 1 If a supervisor works 6 AM to 4 PM on an official holiday he/she shall receive 10 hours double time and 10 hours straight time (holiday not worked). Example 2: if an officer

works 7 hours on the actual holiday they will receive 7 hours of double time and 10 hours of straight holiday (not worked) pay. The holiday worked pay hours shall go toward the supervisor's 2080 hours.

18.7 A supervisor who works any hours on Christmas Eve or New Year's Eve shall receive four hours of vacation/PPL time toward their vacation/PPL bank. A supervisor on a fixed Monday to Friday schedule that leaves at early close time shall not receive this additional benefit, but will not be charged vacation or compensatory time for the time period that City Hall is closed. A supervisor who is on a regular or scheduled day off is not eligible for this benefit.

## ARTICLE 19 - FUNERAL LEAVE

Supervisors shall receive up to three (3) days for bereavement, memorials, family gathering or to attend funerals of members of the supervisor's immediate family defined as: spouse, children, step-children, mother, father, brother, step-brother, sister, step-sister, grandchildren, grandparent, and step-grandparents of either the supervisor or supervisor's spouse. Up to two days shall be granted for the death of great-grandparents, aunt, uncle nieces, nephew(s) or if the employee is asked to perform the service of pallbearer. Funeral leave will be deducted from a separate city held bank and not the supervisor's accrued leave time. Any additional time or other funerals is to be taken off from vacation time, PPL, compensatory time, or without pay. Funeral leave is per occurrence.

## ARTICLE 20 - HEALTH AND WELFARE

20.1 Establishment of VEBA Employer shall make available a VEBA Plan and Trust described in summary and attached hereto as VEBA Attachment #1, to all qualified bargaining unit members who exercise their option to enroll in the high deductible health insurance program offered in Section 4, Subdivision 2 of this Article. Employer and supervisors assent to and ratify the appointment of the trustee and plan administrator for the VEBA plan and Trust Identified in VEBA Attachment #1. It is intended that this arrangement constitute a voluntary supervisors' beneficiary association under Section 501 (c) (9) of the Internal Revenue Code. . This plan year will begin on January 1, and end on December 31 of each year.

20.2 Benefits provided through the VEBA Employer shall provide the following welfare benefit arrangement through the VEBA Plan:

A health reimbursement arrangement for active employees

20.3 Payment of Administrative Fee Administrative fees allocable to individual accounts of active supervisors who are active participants in the VEBA and HSA Plans shall be paid by the employer. Administrative fees allocable to the individual accounts of former supervisors shall be paid from the VEBA account, and deducted from the total accrued

amount of dollars that are allocated to that former supervisor in the VEBA account. If the VEBA Plan is terminated, or if Employee Contributions cease by agreement between the parties, administrative fees shall be paid from the VEBA account.

20.4 Employer Contributions to the Health Reimbursement Arrangement for Active Supervisors:

Subd. 1 Contributions to the Active Employees' Plan:

Employer will make an annual contribution to individual accounts under the health reimbursement arrangement for qualifying bargaining unit members in accordance with the following schedule:

$1,248 for each qualified supervisor who elects single coverage under the group health plan described in Subdivision 2; and

$2,496 for each qualified supervisor who elects Employee + Spouse, Employee + Child(ren), or Family coverage under the group health plan described in Subdivision 2.

The contribution will be made in thirds, with the first contribution on January 1st, the second contribution on May 1st, and the third contribution on September 1st. The employer will contribute $416 to the individual account each period for those supervisors who elect single coverage, and $832 to the individual account each period for those supervisors who elect family coverage under the group health plan described in Subdivision 2. Dollars in individual accounts shall not be eligible to use until they have been accrued.

If a qualified bargaining unit member enters the VEBA Plan as a participant on a date after the first day of the VEBA Plan year, the Employer shall prorate the amount of the Employer Contribution to reflect the late entry. This prorated share of employer contribution shall be based on the number of months remaining in the plan year. Any supervisor entering the VEBA plan on a date other than the first day of that month, shall receive the entire supervisor contribution amount for the month in which they enter (i.e. a supervisor entering the VEBA plan anytime during the month of April would receive 9/12 of the total year supervisor contribution toward the individual's VEBA account).

All employer contributions on behalf of a VEBA Plan participant shall cease on the date the participant is no longer covered under the high deductible health plan in Subdivision 2 below, or on a date that the individual no longer in employed by the City of Chaska.

Subd. 2 High Deductible Health Plan/VEBA:

Employer shall make available a high deductible health plan described in summary and attached hereto as Insurance Attachment #1, to all qualified bargaining unit members who elect to participate in said plan. With respect to qualifying bargaining unit members, in the 2021 benefit year, the Employer shall contribute an amount not to exceed $932.00 toward the monthly premium cost for single group health coverage, and $1,306.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer' contribution toward the employee's premium shall be negotiated on an annual basis. The employer contribution toward the employee's premium shall be negotiated on an annual basis.

Current supervisors choosing the High Deductible Medical plan will be able to utilize dollars in the individual VEBA account to pay for those medical services that are currently covered under the high deductible health plan described in summary and attached hereto as Insurance Attachment #1. After an individual leaves employment with the City of Chaska, that individual will be eligible to utilize the dollars accumulated in the individual's VEBA account to pay for any medical services covered under IRS Code 213 (d).

20.5 HSA Qualified High Deductible Plans:

Employer shall also make available the group health plan described in summary and attached hereto as Insurance Attachment #2, to supervisors who do not elect coverage provided for under the provision of the high deductible health plan described in Section 4, Subdivision 2. With respect to all qualified bargaining unit members. Employer for 2021 shall contribute an amount not to exceed $1,036.00 toward the monthly premium cost for single group health coverage, and $1514.00 toward the monthly premium cost for Employee + Spouse, Employee + Child(ren), or Family group health coverage. The employer' contribution toward the employee's premium shall be negotiated on an annual basis.

Qualified bargaining unit members who elect coverage under this Section 5 shall not be entitled to receive Employer Contributions to the VEBA Plan. If a participant changes coverage from a high deductible plan in Section 4, Subdivision 2, to the alternative group health plan in Section 5 above, all contributions on behalf of a VEBA Plan participant shall cease.

As one of the health insurance plans being offered, the employer is making available a Health Savings Account (HSA). Those choosing an HSA will receive the employer contribution laid out in section 20.5, with the employer covering the administrative costs of the HSA accounts.

All supervisors employed in a position in the appropriate unit shall, at a minimum, be enrolled in single coverage in one of the group health plans provided for under the provisions of this Article. In the event an eligible supervisor does not make a choice of

plan coverage the Employer shall enroll the supervisor in the CORE medical benefit of the plan, which is the single-coverage VEBA high deductible medical plan

20.6 EMPLOYER will permit permanently disabled or retired supervisors over 50 and under 67 years of age to participate in the City's group health, VEBA, and welfare insurance plan, provided the supervisor pays 100% of the monthly premium for plan chosen.

20.7 In addition to the City's contribution toward life insurance, supervisors shall be permitted to utilize a portion of cafeteria plan to purchase additional life insurance. (Long-term Disability, and long-term care insurance.)

20.8 Survivors Health Insurance Coverage: Shall be defined under Minnesota State Statute 299A.465 in the event of the death or injury of an active supervisor.

20.9 The Minnesota Health Care Savings Plan (HCSP) is an employer-sponsored program that allows Chaska Peace Officers to save money, tax-free, to use upon separation of employment to pay for eligible health care expenses. HCSP is a tax-free account, which means contributions, and eligible reimbursements are not reportable on state or federal income tax returns.

This program will enrich the City of Chaska's benefit plan. The City of Chaska appreciates peace officers, who through long term service and dedication, contribute to making the city a successful and positive service provider. In recognition, the City acknowledges the following plan.

All eligible Chaska Supervisors under this contract shall participate in the Minnesota Post Employment Health Care Savings Plan established under Minnesota State Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the Supervisor will be deposited into the peace officer's post-employment health care savings plan account.

The Supervisor and Employer contribution shall be per pay period based off the Supervisor's monthly base wage and shall be placed into the Supervisor's HCSP account.

| | | |
|---|---|---|
| 4 Years of service or more: | Employer contribution | **1%** |
| | Supervisor contribution | **2.5%** |

Supervisors with Paid Personal Leave (PPL) and/or Vacation shall contribute 50% of their accrued leave upon separation of employment/service into their health care savings plan account but no more than 200 hours, at their final hourly rate. This program is designed for all Supervisors of the Chaska Police Department that are members of LELS #385.

## ARTICLE 21 - SEVERANCE PAY

21.1 For all supervisors the City will pay 100% of the accumulated unused vacation or PPL time. However, a supervisor who voluntarily terminates his employment must notify the City at least two weeks ahead of termination date or the supervisor will forfeit the above severance pay. No severance pay will be given any supervisor who is discharged from his position because of disciplinary reasons by the EMPLOYER.

21.2 Prior to last day of service, a supervisor in good standing will receive a letter from the Department stating that he/she left employment in good standing and stated length of service to the City with such letter signed by the Chief.

## ARTICLE 22 - JURY DUTY

In the event a supervisor is called for jury duty, he will receive his full salary while on jury duty if his jury fee, less expenses, is turned over to the City Treasurer.

## ARTICLE 23 - TRAINING

23.1 TRAINING: Is defined as continuing education for Peace Officers, which is necessary to promote and ensure professional competence.

23.2 For command staff and departmental meetings and mandatory training, supervisors who are called in off duty will be paid at time and one half, for a minimum of one hour. A supervisor that is on a regular scheduled day off who attends mandatory training shall be paid for group breaks during the training and is eligible to submit per diem requests for meals not provided during the training. Mandatory training is annual mandated specific training by Minnesota Post Board or training determined to be mandatory that is assigned by the Chief of Police, a Chaska Police Supervisor, or a Department Training Instructor.

23.3 NON- MANDATORY: A Supervisor who attends training while off-duty that is not mandatory but satisfies POST requirements or enhances or benefits job performance and training has been approved from a Department Head or his/her designee shall be compensated at straight time up to FLSA limits. A supervisor who attends a training on a regular scheduled day off shall be paid for group breaks taken during the training and are eligible to submit per diem requests for meals not provided during the training.

23.4 FTO COMPENSATON: A supervisor shall be compensated two (2) hours of additional pay at the supervisor's current hourly rate for each shift or partial shift the supervisor is

assigned to work as a Field Training Officer with a trainee, Community Service Officer or a CERT member. This includes initial orientation, firearms, Taser, use of force training or evaluation of the trainee.

23.5 SCHEDULED SHIFT REPLACEMENT: A supervisor who attends a training that has been approved from a department head or his/her designee that replaces their regular scheduled normal shift, shall be compensated as stated in Article XII (HOURS OF WORK-Normal Shift) and shall be paid for group breaks taken during the training and are eligible to submit per diem request for meals not provided during the training.

23.6 MEALS

When a peace officer must stay overnight while traveling on official city business to attend professional training or conferences they are authorized and shall receive a per diem allowance for meals and incidental expenses at the daily Federal Per Diem rate authorized for the travel location. This rate can be found at: http://www.gsa.gov/portal/content/142071. Expenses exceeding authorized per diem allowances are the personal responsibility of the peace officer.

On the first and last day of travel supervisors will be reimbursed using the GSA partial day rate for the first/last day of travel. If a full day of training occurs on a travel day, the total meals and incidentals per diem rate is reimbursed.

When meals are included as part of a conference, seminar or registration fee, or provided by or paid for by third parties, supervisors must deduct those meals from the per diem reimbursement.

Lodging is not included in per diems. Supervisors should make arrangement at the preferred conference hotels when possible. Supervisors may use a p-card for lodging or can request reimbursement with an original receipt.

When peace officers are traveling on official city business to attend professional training or conferences and an overnight stay is not required, peace officers are still authorized and shall receive a per diem allowance for the particular meals required for the day though they are not authorized incidental expenses. The City of Chaska will pay a modified per diem rate per meal based on the Federal Per Diem rate authorized at the travel location and in accordance with their meal (after looking up per diem rate for location, the meal rate breakdown can be found at: http://www.gsa.gov/portal/content/101518).

Expense claims must be submitted to finance within 15 business days of return from training/conference. Although it is no longer necessary to submit receipts for meals or incidental expenses, all other claimed expenses must have appropriate documentation (lodging/airfare receipts, mileage reimbursement log or map, etc.).

23.7 TRAVEL

DEFINITION: Travel time will be the actual time taken to travel by vehicle from the Chaska Police Department to the training location and back to the Chaska

Police Department.

Supervisors attending any training will receive straight time for travel time as defined by 22.7. Supervisors will not receive travel time for any training occurring in the City of Chaska and/or training within 15 minutes of the Chaska Police Department. Supervisors attending scheduled shift replacement training will not be paid for travel time unless it exceeds the time of their normal work shift.

AIR TRAVEL: Any air travel time shall include: travel time to and from the airport from the Chaska Police Department; terminal and airtime; and travel time to the end destination. A supervisor shall receive straight time for air travel time. Air travel scheduled on a supervisor's normal work shift shall be considered a normal work shift.

## ARTICLE 24 - NEGOTIATION MEETINGS

The UNION representative(s), or an authorized alternate, upon approval of the Department Head, may be absent from duty to attend union meetings.

For de minimis union activities, or when a union meeting is called, members shall be allowed to attend such meetings with Department Head approval, subject to calls, where police services are required and shall not count against the supervisors break time.

## ARTICLE 25 – UNIFORM/EQUIPMENT/TECHNOLOGY COMPENSATION

25.1 The City of Chaska will provide required approved initial issue uniforms and equipment items to all new supervisors.

25.2 The City of Chaska will provide for all badges (including maintenance and repair), patches (police, badge, shoulder and name, name plates, insignia and/or stitching) on uniforms. All departmental purchased items will remain the property of the City of Chaska. Upon termination, separation, or retirement from employment, all initially issued items and departmental patches, insignia, and nameplates shall be returned to the City of Chaska upon request.

25.3 The City of Chaska will provide supervisors with mandated OC spray, reflective vests, reflective rain jackets, and two (2) body worn camera mounts, which will remain the property of the City of Chaska.

25.4 Uniform items, clothing, and equipment worn while performing police duties (including: footwear, watches, and eye wear) which is damaged or contaminated rendering it unwearable in the line of duty by an individual that is being arrested, detained, fought with, chased or that is seized as evidence shall be replaced in whole by the City of

Chaska. Any restitution will be paid to the City of Chaska. Any uniform item that is damaged as the result of wear and tear or while performing normal duties (other than described above) will be replaced at the cost to the supervisor from his/her uniform compensation.

25.5 The City of Chaska will annually provide each supervisor with an annual uniform and equipment compensation of **$1,556** for **2021**.

25.6 It is recognized by the employer and the supervisor that supervisors have unique uniform, and equipment needs above and beyond those of patrol officers. To address these additional requirements, the employer will provide the supervisors with additional annual uniform and equipment compensation of **$443** for 2021. This supervisor allowance will be paid in the same check as the normal uniform allowance. For newly appointed supervisors, this amount will be available upon successful completion of their initial probation period. The allowance shall be prorated for the remaining months in the calendar year, after probation ended.

25.7 Supervisors shall receive a monthly technology allowance of $50, intended to offset use of personal data/internet plans for work purposes, for a total of $600 annually.

25.8 Uniform/equipment, and supervisor's uniform, shall be paid on or about January 1st of each year. All uniform/equipment and supervisor's uniform allowance once paid is considered compensation and shall not be returned to the City of Chaska.

25.9 The City of Chaska shall provide the amount as defined in Minnesota State Statute 299A.38 for the purchase of body armor for peace officers, every five years, or from when the body armor is initially purchased. The body armor shall be of a certain quality and description as the (Level 3A) body armor. An internal vest carrier shall be included with the purchase of body armor. Should the state funds for the purchase of law enforcement body armor be cancelled at any time, this agreement shall be re-opened. If agreement is not reached within 30 days of re-opening, either party may refer the issue to binding arbitration.

25.10 All supervisors are required to purchase their own duty, back up, or off duty weapon(s).

25.11 After 12 months of service and completion of probation a City Personnel Action Form will be completed, and a supervisor shall receive compensation for a monthly prorated amount of the Supervisor uniform allowance based on the end of the probation and the end of the calendar year.

## ARTICLE 26 – CELL PHONE

26.1 A supervisor will be provided a cell phone and usage plan by the City of Chaska.

26.2 A supervisor electing to buy their own cell phone and plan and who complies with the City of Chaska mobile device policy is eligible to receive a monthly stipend of $50 per

month as compensation for business use of their personal mobile device consistent with IRS guidelines with IRS guidelines and is paid through regular payroll. The mobile device shall be replaced at the Employers expense if it is damaged in the course of his/her duties.

## ARTICLE 27 - FALSE ARREST

The EMPLOYER shall provide False Arrest Insurance.

## ARTICLE 28 - INJURED ON DUTY

28.1 Supervisors on an eight (8) hour work shift injured on duty will receive full pay for a maximum of 720 hours while unable to work due to such injury. Supplementary payments for the first 720 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisors accumulated sick leave, PPL, or vacation only after the 720 hours have expired per injury. Supervisors on a ten (10) hour work shift injured on duty will receive full pay for a maximum of 900 hours while unable to work due to such injury. Supplementary payments for the first 900 hours shall be paid by the employer. Supplementary payments from the City will be deducted from a supervisors accumulated sick leave, PPL, or vacation only after the 900 hours have expired per injury.

28.2 Any compensation payable to the supervisor under Workmen's Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary payments to the supervisor to make up the difference between workmen's compensation and his normal rate of pay. Supplementary payments from the City will be deducted from a supervisor's accumulated sick leave or vacation only after 90 working days have expired. The employer shall pay supplementary payments for the first 90 working days.

28.3 A supervisor who claims an absence from work due to an injury sustained on the job shall provide, if requested by the EMPLOYER, a statement from the supervisor’s attending physician as to the nature of the injury.

28.4 Any supervisor who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of, and paid for by, the EMPLOYER. The examination shall be conducted by a person competent to perform such, and will be designated by the EMPLOYER.

28.5 As provided for through the City of Chaska’s Worker’s Compensation policy coverage, treatment for exposure and/or acquiring a communicable disease directly related to

work-related activities, shall be considered a work-place injury, subject to all the benefits and employee requirements listed above in this section of the agreement.

## ARTICLE 29 - PEACE OFFICER LICENSE

The EMPLOYER will assume the cost of the peace officer license required by the State of Minnesota. Each supervisor is responsible for maintaining and renewing the license.

## ARTICLE 30 - PROBATIONARY PERIOD

A probationary period for SUPERVISORS shall be one year from the date of promotion. If the Chief of Police does not feel a supervisor meets the expectations of a SUPERVISOR'S role during probation, they shall be assigned back immediately as a Patrol Officer. This does not affect situations where a supervisor could be terminated from employment for just cause.

## ARTICLE 31 - FAMILY AND MEDICAL LEAVE ACT (FMLA)

A supervisor requesting leave under the (FMLA) shall, at the supervisor's discretion, be able to take leave from any of the accrued leave time banks provided for by this contract, however a supervisor will be limited to fifteen (15) days of sick leave use per occurrence.

Accrued leave time shall include PPL, Vacation, Sick Leave, Compensatory Time, and Floating Holiday Time.

The supervisor may request a leave of absence without pay, pursuant to the (FMLA), as well.

## ARTICLE 32 – COMPENSATION

32.1 WAGES

On January 1, 2021 supervisors shall receive a 1.5% normal wage increase. The monthly base will be **$8566.60** for 2021.

Newly appointed supervisors will be paid 96% of the base rate for the first six (6) months, 98% for months seven (7) through twelve (12), and 100% thereafter.

The City of Chaska and the UNION have agreed upon the following list of comparable agencies for wages: (Brooklyn Center, Champlin, Cottage Grove, Elk River, Golden Valley, Hastings, Hopkins, Inver Grove Heights, Minnetonka, Maplewood, New Brighton, Oakdale, Prior Lake, Savage, Shakopee, South St. Paul, Stillwater, and West St. Paul). The EMPLOYER and UNION agree to obtain contract adjustment percentages for the 2021 year from the aforementioned agencies. An analysis will be completed to find the percent average for those contract increases. If it is found that a 1.5% increase was lower than the average percent calculated, the difference will be applied to the base wage effective January 1, 2022. The EMPLOYER will apply the new base wages used in Article 31.1 as a starting point moving forward in the 2022 contract.

32.2 SPECIALTY PAY FOR PERMANENT ASSIGNMENTS

Those supervisors assigned to Detective Sergeant, Executive Officer (Sergeant), or other non-patrol position shall be paid 5% above the rate for which the supervisor is eligible to be paid as set forth in Article 31.1.

32.3 LONGEVITY PAY

In addition to their base pay, supervisors will receive the following additional percent of their monthly pay:

| Longevity Pay | |
|---|---|
| After 4 years of service | 3% |
| After 8 years of service | 5% |
| After 12 years of service | 7.5% |
| After 16 years of service | 9.5% |
| After 20 years of service | 10.5% |

32.4 TRAINING/INSTRUCTOR OFFICER PAY

On January 1st 2021 a supervisor assigned to instruct annual mandated state and/or departmental training shall receive $80 per month for a total of $960 per year. Instructor pay shall increase $5 per month ($60 per year) each contract year thereafter.

32.5 SUPERVISOR DIFFERENTIAL PAY

32.6 A supervisor that works between 7 PM and 6 AM shall receive differential pay per hour for each hour worked under the following conditions:

32.7 A supervisor on a day shift schedule shall earn their normal rate of pay as defined in the contract and is not eligible for differential pay.

32.8 On January 1, 2021, the peace officer Differential Pay Rate shall be $.75 cents per hour.

32.9 A supervisor on the night shift shall earn an additional $.75 cents per hour for all hours worked based on the peace officer's normal rate of pay. A peace officer on the night shift shall receive differential pay until 7 AM.

32.10 A supervisor on the afternoon shift shall earn an additional $.30 cents per hour for all hours worked based on the supervisor's normal rate. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

32.11 A supervisor working an alternating/rotating schedule/shift or modified shifts between 7 PM to 6 AM not mentioned above shall receive differential pay. The $.75 cents per hour shall be spread out over the entire length of the shift based on the formula below.

32.12 A supervisor working the afternoon shift, alternating/rotating schedule/shift or any modified shifts between 7 PM to 6 AM shall use the following differential formula for differential pay: Differential hours worked (between 7 PM to 6 AM) in a pay period times (x) $.75 cents divided by 80 hours equals the supervisor's differential pay rate. Example: A peace officer has worked 32 differential hours times (x) $.75 cents divided by 80 hours equals $.30 cents. The supervisor's differential pay rate is $.30 cents for all hours worked including overtime. This formula is not required for the night shift since the entire shift earns the additional differential pay of $.75 cents per hour.

32.13 A supervisor that voluntarily trades a shift(s) will be eligible for differential pay based on their regularly scheduled shift they are currently working at the time.

32.14 All overtime hours worked during a pay period including court time, training time, and holidays shall be paid at the differential pay rate for what shift/schedule the supervisor is on at the time.

32.15 A supervisor scheduled to work a shift that is eligible for differential pay shall receive the differential rate/payment for an absence due to usage of vacation, compensatory, sick, PPL, or funeral leave time.

32.16 Compensatory time shall be paid at the differential pay rate that the peace officer is working based on the shift/schedule the peace officer is working at the time.

32.17 A peace officer shall be compensated in accordance with Article 31 (Compensation).

## ARTICLE 33- ON CALL

33.1 SUPERVISOR MONTHLY PATROL ON CALL

A supervisor shall receive 20 hours of straight time compensation based on the supervisor's normal hourly rate for each month the supervisor is the primary on call. The time may be taken as pay or compensatory time at the supervisor's discretion. A monthly on call supervisor is expected to answer their phone or return a call as soon as possible or practical during the month they are the primary on call supervisor. No other geographical or other restrictions shall apply.

33.2 SUPERVISOR INVESTIGATOR/DETECTIVE (Detective Sergeant) ON CALL

Supervisors assigned to investigator/detective "on-call" rotation shall receive 17.5 hours of straight time pay or compensatory time per week (7 days) or (2.5) hours per day for each day on "on-call" at the supervisor's current hourly rate at the supervisor's discretion. Each day of "on-call" shall consist of a 24-hour period of "on-call" service.

33.3 Supervisors working investigative/detective "on-call" may have another peace officer substitute and fulfil l their supervisor/detective "on-call" obligations. The substituting peace officer shall be the only one that shall receive supervisor/detective "on-call" compensation.

33.4 A supervisor working investigative/detective "on-call" on a designated holiday as stated in 18.1 shall receive eight hours of straight time pay or compensatory time at the supervisor's discretion.

33.5 If a supervisor/detective "on-call" supervisor is requested to return to duty, that supervisor shall be compensated in accordance with article 15.

## ARTICLE 34-WORK OUT ON DUTY

34.1 The Chaska Police Department will implement a work schedule that provides time for a supervisor to exercise during their schedule shifts, subject to the needs of the police department. The scheduled exercise time may be suspended for one or more supervisors, with just cause. A Supervisor may utilize work out on duty as long as the peace officer works 50% of their assigned scheduled shift.

## ARTICLE 35 - DURATION

This AGREEMENT shall be effective as of the 1st day of January, 2021 , and shall remain in full force and effect until the 31st day of December, 2021 and shall automatically renew from year to year unless either party give notice of their desire to modify or amend this agreement.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2019.

**FOR (THE CITY 0F CHASKA)**

_____

City Administrator **Matt Podhradsky**

Date_____

**FOR (The UNION)**

_____

Union Stwd **Sgt. Jamie Personius**

Date_____

_____

Union Stwd **Sgt. Kyle Gibbons**

Date_____

_____

LELS Business Agent
**Sean McKnight**

Date_____

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# 2/22/2021

**Subject: 2021 Union Contracts**

Prepared By: Matt Podhradsky, City Administrator

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The City of Chaska has four bargaining units representing about half of our employees, with the other half being non-union employees. The 4 bargaining units that we have include:

- Teamsters Local 320: Representing all employees except support and Department Heads in the Water/Sewer, Public Works, Electric and Golf Maintenance Departments
- Law Enforcement Labor Services Local 385: Representing all our Sergeants within the Police Department
- Law Enforcement Labor Services Local 210: Representing all our Patrol Officers and Investigative Officers within the Police Department
- Law Enforcement Labor Services Local 447: Representing all our Lieutenants with the Police Department

With our last contract having expired at the end of 2020, we have been meeting for several months with representatives of each of these bargaining units to negotiate the next contract, with the following objectives being utilized to help drive this process:

A. Maintain a competitive wage scale for members of the bargaining units in comparison to other metro communities between 25,000- 35,000 residents
B. Recognize that as we are in the midst of the COVID pandemic, with some cities seeing contracts being settled for 2021 prior to the pandemic starting, making it difficult to develop comparisons to other communities, but recognizing that we all want to make sure that our contract is keeping up with inflation, so our employees do not loose ground on the market adjustments we made over the past two years as part of our full Compensation Study
C. Recognize that a significant concern of employees is the potential for continued escalation of insurance costs, and that the City's contribution towards the employee benefits package should be comparable to other similar Metro Communities.
D. Recognize that employees in the City of Chaska are dedicated to the City and very productive public servants.
E. Recognize that one of our Organizational Values is a "Commitment to our Employees".
F. Recognize that the City's financial resources are limited.

While the typical contract length that we have sought in the past has been 2 years, as this has been effective both because it creates stability for the City and our Union employees, and because it creates predictability in budgeting on an annual basis, you will see that the Contracts being proposed tonight are for 1 year only. The reasoning for proposing a 1-year contract is

because of the uncertainty of the economy due to the pandemic. It has also been very difficult to assess what the true market for salary increases is for 2021 because many contracts in other comparable communities were settled prior to the pandemic starting, meaning that the impact of the economy on these increases may not be fully felt until their next contracts are negotiated for 2022. Given this uncertainty, addressing this on a 1-year basis made more sense, as we can more quickly adjust to what the new market is once we see how these other cities settle their contracts in 2022. It should also be noted that what is being proposed for our Union contracts is very similar to what is budgeted and planned for our non-union employees as well. This equity between our Unions and our non-union employees has been critical in the past and helped demonstrate that we value all our employees.

**Proposed Contract Changes for 2021**

As you will see below, I have listed out any of the changes that are being proposed as part of the 2021 contract by bargaining unit, as well as addressing some smaller compensation items within each of the contracts themselves.

For each of the contracts, the main item of discussion was both what the percentage change in wage increases would be, and what the City would provide for any changes in our Employer Contribution towards the employees' benefit costs.

For wage increase, each of the contracts would have wages increasing by 1.5%, which is identical to what was included in our 2021 budget and is identical to what all non-union employees received under our approved 2021 budget. It should be noted the language that was asked to be included by each of the unions, and which I would recommend we include in the contract, is a "lookback provision" on the 1.5% increases that were received. Because it is very difficult this year to determine what the actual market for increases is due to the pandemic, and because it would be our typical practice to make sure that Chaska's wage increases are consistent with the market (so we do not fall behind on the market adjustments we just made over the past two years), we will want to look back at the end of the year and see how our 1.5% increases compared with what actually happened in the market over the past 12 months. If we were off, we would address this discrepancy before we adjusted for the market in the next contract (i.e., if the market ended up being 2% for this year instead of the 1.5% that we are agreeing to, we would add that additional 0.5% to the market adjustment we agree to in the next contract. In this way we make sure over time our increases are staying consistent with the market and we do not start falling behind. These market adjustments would not be retroactive but instead be used to make sure our base is good moving forward in our future contracts).

As for Contributions to our Employees' benefit costs, we are recommending a 0% increase. As we saw an actual decrease in our premium costs for 2021, even with a 0% increase, employees will see benefit from this. This is consistent with what we approved in our 2021 budget and consistent with what was done for our non-union employees.

Besides the main items of wages and benefits, below are other specific changes being recommended in each of our 4 union contracts:

**LELS Patrol/Sergeant/Lieutenants Police Contracts:**

- **Uniform Allowances:** Increased by 3%
- **Cell Phones:** Removed providing cell phone stipends for those using private phones and are moving to using only City-issued/owned phones
- **Health Care Savings Plan:** Increasing the City contribution from 0.5% to 1% annually
- **Call Back Language:** Increase pay for call-back to double-time if an officer is called back within 12 hours of last shift (this is meant to create a dis-incentive of the employer calling back someone shortly after their shift ends unless absolutely necessary. This does not apply to shift lengths being lengthened.)
- **Reprimand Language:** Changes language to make it clear that nothing can be removed from the employee's personnel file, including written reprimands. Old language did make this possible to remove if the Chief were to approve a request
- **Internal Investigation Language:** Clarifies the language to make it clear that if there is any internal investigation that the union needs to provide its best effort to make a representative available to represent the employee so there are no unreasonable delays in the due process of an investigation

**Teamsters Contract:**

- **Uniform Allowance:** Increased by 3%
- **On-Call Pay:** Increases pay for employee scheduled for 7 consecutive days of on-call duty from 16 additional hours of pay to 17.5 hours
- **Incentive Pay**-To increase by 1.5% just like the other components of wages for 2021
- **Building Maintenance Personnel-**With the addition of this new position since our last contract, we need to have this position added to the contract language
- **Temporary Groundman:** Extended an existing memo to the contract that allows the City to have a Temporary Groundman position-not requiring it to be a Regular, Full-time position
- **Electric Incentive Program:** Since our last contract negotiation in 2018, this program was approved by the Council and added to the contract by memo. We are now officially incorporating that memo language into the contract language.

Attached to this staff report is a draft of each of the Union Contracts. Staff is recommending adoption of each of these contracts, which would officially go into place as of January 1, 2021.

**CITY COUNCIL ACTION REQUESTED**

Motion to approved employment contracts for 2021 between the City of Chaska and Teamsters Local 320, LELS Local 210, LELS Local 447 and LELS Local 385, with these agreements becoming effective January 1, 2021.

# REQUEST FOR ACTION
# CHASKA CITY COUNCIL
# February 22, 2021

**Subject:** **Resolution Calling for a Public Hearing on the Establishment of TIF District No. 24 Chaska Creek Industrial**

Prepared By: Nate Kabat

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**Background**
On January 25, 2021, the City Council approved the preliminary plans for the Oppidan industrial project in the Chaska Creek Business Park. The project proposes to develop two industrial buildings. Talking with the developer, Oppidan expects the first building to be built at 168,000 square feet beginning this year on Outlot E and the second building to be built on Outlot A at 133,000 square feet. Both buildings will serve industrial users and are designed to accommodate multiple tenants.

**Update**
The buildings will create significant tax base and bring new industrial jobs to the community. In addition, the building are among the first industrial users to locate in the Chaska Creek Business Park specifically and the southwest Chaska industrial area more generally. With these two buildings leading development in this area, there are significant infrastructure extensions that get triggered to serve both the buildings directly and the industrial development areas in general. Among the needed public improvements include the sewer extension up Creek Road, water connections, the connection of Chaska Creek Boulevard to Creek Road, and urbanization of Creek Road for areas serving the proposed development.

As is consistent with City and EDA policy, the industrial development is eligible for TIF assistance. The industrial use of this project qualifies the site for an 8-year economic development TIF district. City and EDA policy states that the project is eligible to receive an amount equal to two times the TIF eligible property taxes generated by the completed project. The attached Letter of Intent, which will be taken up by the Chaska EDA following this meeting, details the estimated eligible amounts totaling approximately $700,000, and other stipulations tied to that award of assistance. The developer will use the assistance to pay for assessments that exist on the development sites tied to the extension of Chaska Creek Boulevard.

The TIF district is projected to generate nearly $2 Million in increment in excess of the assistance to the developer. This excess will be used by the City to offset infrastructure costs necessary to support this development. In this case, the Creek Road sewer extension will be the primary use of the excess dollars. Importantly, in addition to serving this project, the Creek Road sewer extension will also provide capacity to the entire area of southwest Chaska located west of Hwy 212 that is guided for business park development.

For a TIF district to be created, the City Council must hold a public hearing. The resolution attached to this memo establishes that public hearing for April 5, 2021.

**Recommendation**

The proposed TIF district supports significant industrial development in the Chaska Creek Business Park, which has been planned for this development for some time. In addition, the excess TIF the district will generate provides significant funding for critical infrastructure that lays the groundwork for further business park development in the City. City staff recommends establishing the public hearing on the establishment of TIF District No. 24 for April 5, 2021 by passing the attached resolution.

**CITY COUNCIL ACTION REQUESTED**

Motion to adopt resolution calling for a public hearing on the establishment of TIF District No. 24 Chaska Creek Industrial.

# CITY OF CHASKA
# CARVER COUNTY, MINNESOTA

## RESOLUTION

**DATE 02/22/2021 RESOLUTION NO. 2021-7**

**MOTION BY COUNCILMEMBER SECOND BY COUNCILMEMBER**

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**A RESOLUTION CALLING FOR A PUBLIC HEARING ON APPROVAL OF A MODIFICATION FOR REDEVELOPMENT PROJECT NO. 4 AND TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING (ECONOMIC DEVELOPMENT) DISTRICT NO. 24 IN THE CITY, ESTABLISHMENT OF THE DISTRICT, AND APPROVAL OF A BUSINESS SUBSIDY**

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

1. Tax Increment Financing Plan. The Chaska Economic Development Authority (the "EDA") has previously adopted a redevelopment program and redevelopment district under Minnesota Statutes, Sections 469.090 to 469.1082, as amended, designated as the Redevelopment Program for Redevelopment Project No. 4 (the "Project Area"), and now desires to modify the Redevelopment Program (the "Modification") for Redevelopment Project No. 4 (the "Project Area"), establish therein Tax Increment Financing (Economic Development) District No. 24 (the "TIF District"), an "economic development" district, as defined in Minnesota Statutes, Section 469.174, Subdivision 12, and adopt a Tax Increment Financing Plan, as described in Minnesota Statutes, 469.175, Subdivision 1 for the TIF District (the "TIF Plan").

2. Business Subsidy. At a public hearing, the City Council will consider a resolution approving certain tax increment financing assistance. The tax increment financing assistance is a business subsidy under Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidy Act") to the extent it does not qualify for an exemption therefrom.

3. Public Hearing. This Council will hold a virtual public hearing at 7:00 p.m. on April 5, 2021, on (i) the EDA's proposed modification to the Development Program, establishment of the TIF District within the Project Area, and the proposed adoption of the TIF Plan; and (ii) the proposed business subsidy.

4. Notice of Public Hearing, Filing of the TIF Plan. The City staff is authorized and directed to work with Baker Tilly Municipal Advisors, LLC to prepare the TIF Plan and to provide the information required by Minnesota Statutes, Section 469.175 Subdivision 2 to the appropriate taxing jurisdictions, including Carver County and Eastern Carver County School District 112. The City Administrator is authorized and directed to: 1) cause notice of such public hearing in substantially the form of Exhibit A attached hereto to be published in the *Chaska Herald*, the

official newspaper of the City, not less than 10 days nor more than 30 days prior to the date of the hearing; and 2) to place a copy of the TIF Plan and a summary of the terms of the proposed business subsidy on file in the City Administrator's office at City Hall and to make such copies available for inspection by the public.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 22nd day of February 2021.

_____
Mark Windschitl, Mayor

Attest:_____
Chaska Deputy Clerk

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

**CITY OF CHASKA**
**CARVER COUNTY**
**STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Chaska, Carver County, State of Minnesota, will hold a virtually public hearing at the Chaska Event Center, 3210 Chaska Boulevard, Chaska, MN 55318, and also via the Zoom teleconference platform ("Zoom"), in accordance with the requirements of Minn. Stat. Section 13D.021, on April 5, 2021, at approximately 7:00 P.M., for the purpose of conducting a public hearing on the proposal of the Chaska Economic Development Authority (the "EDA") to (i) modify the Redevelopment Plan (the "Modification") for Redevelopment Project No. 4 (the "Project Area"), establish Tax Increment Financing (Economic Development) District No. 24 (the "TIF District") in the Project Area, and adopt a Tax Increment Financing Plan for the TIF District (the "TIF Plan"), pursuant to Minnesota Statutes, Sections 469.090 to 469.1082, as amended, and Minnesota Statutes, Sections 469.174 to 469.1794, as amended (collectively, the "Act"); and (ii) provide a business subsidy pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidy Act").

The map accompanying this notice shows the area of the proposed TIF District and the Project Area, where the increments may be collected and expended, respectively, pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794.

Following the public hearing, the City Council will consider a resolution approving certain tax increment financing assistance. The tax increment financing assistance is a business subsidy under the Business Subsidy Act to the extent it does not qualify for an exemption therefrom. A summary of the terms of the proposed business subsidy is available for inspection at City Hall during regular business hours. Any person with a residence in the City or who is the owner of taxable property in the City may file a written complaint with the City if the City fails to comply with the Business Subsidy Act. No action may be filed against the City for the failure to comply unless a written complaint is filed.

All interested persons may present their views orally via the Zoom platform during the hearing or present their views prior to the meeting in writing. More information on the City's virtual meetings can be found online at: https://www.chaskamn.com/635/Virtual-City-Meetings.

Visit www.chaskamn.com to learn more about participating or watching city meetings. Any questions about how to participate should be directed to the Chaska Communications Department at communications@ chaskamn.com or (952) 448-9200.

[INSERT MAP of Redevelopment Project No. 4, and Tax Increment Financing District No. 24]

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF CHASKA, MINNESOTA

/s/

City Administrator

# City of Chaska

February 16, 2021

Jay Moore
Oppidan
400 Water Street, Suite 200
Excelsior, MN 55331

Re: Letter of Eligibility for Project Assistance for proposed 168,000 square foot industrial building for Parcel ID 302040070 and for proposed 133,000 square foot industrial building for Parcel ID 301840030 in the Chaska Creek Business Park

Dear Mr. Moore:

Based on the January 25, 2021, approval of the Preliminary Plat, Site & Building Plan, and Rezoning for Chaska Creek Industrial/P.C. No. 2020-25 by the City Council, the City of Chaska is supportive of your proposed project at PID 302040070 (Outlot E) and PID 301840030 (Outlot A). The site is also part of an Assessment Agreement between the City of Chaska and the land developer recorded July 19, 2017.

The following will detail terms that the City is willing to offer in support of the project in addition to expectations the City will have of you as the project developer in exchange for any assistance provided. Dollar amounts provided in this letter are only estimates to be used for planning purposes. Final dollar amounts for the assistance will be determined based on the final development plans and financial analysis as approved by the City Council. The award of this assistance package is also subject to City Council and Chaska EDA approval of a Development and Tax Increment Agreement.

The assistance package outlined assumes a 168,000 square foot multi-tenant industrial facility and a 133,000 square foot multi-tenant industrial facility with no more than 15% of the square feet used for nonqualifying uses as defined by state statute.

Terms of the City of Chaska's Assistance Package:

- Create an Economic Development TIF District to include the property listed above provided the statutory definition for the district is met on the site.
- Provide tax increment assistance to the project in the form of a pay-go note to the developer, payable twice a year over the term of the district. The developer will be eligible to benefit from increment generated by the project based on the City's existing policy as follows:
    - Two times annual TIF eligible taxes if property is acquired to accommodate only the proposed project. The following amounts are estimates that may change because of the final financial analysis.
        - PID 302040070, proposed 168,000 sf with assessed value of $89 per sf.:
            - Estimated Annual TIF eligible Taxes: $197,000
            - Estimated TIF Pay-go Note: $394,000

- PID 301840030, proposed 133,000 sf with assessed value of $89 per sf.:
  - Estimated Annual TIF eligible Taxes: $155,000
  - Estimated TIF Pay-go Note: $310,000

You as the Developer agree to:

- Develop one 168,000 square foot multi-tenant industrial facility and one 133,000 square foot multi-tenant industrial facility.
- Submit into, and successfully complete, the typical planning review process to obtain final approval, including successfully addressing staff comments and contingencies outlined in the preliminary plan approval/P.C. No. 2020-25.
- Hold to the terms and conditions outlined in the Assessment Agreement between the City of Chaska and the land developer recorded July 19, 2017.
- Build the project per approved final plans and successfully obtain a certificate of occupancy.
- Pay or enter into a development agreement for City development fees to include Water Area, Sanitary Sewer Area, Storm Water Area, Water Connection, Sanitary Sewer Connection, Park Dedication, and Trail fees. Met Council Fees are assumed as separate from City fees.
- Pay or enter into an assessment agreement for street and utility improvements along Creek Road for improvements necessary to serve Outlot E.
- Pay all other applicable development and building fees.
- All plans for improvements and agreements for City support will be subject to City Council and EDA Board approval as applicable.
- Negotiate a Minimum Assessment Agreement and/or Minimum Increment Agreement for the duration of the Development and Tax Increment Agreement pending outcomes of the financial review.
- Pay the required $10,000 administrative fee for City economic development assistance.

We look forward to working with you on this project. We recognize that this project has the potential to maximize the value of the site in line with long-range plans for the location which includes generating high quality jobs to support the City's goal to host at least two jobs per household. Notwithstanding the stated intentions of the parties, neither party is legally obligated to complete the terms of this letter and may withdraw from it at any time for any reason.

If this letter is acceptable to you, please execute and return a copy of this letter along with the $10,000 deposit. Upon receipt, the City of Chaska will move forward immediately to start the process of establishing this assistance package for the project. The assistance package described in this letter is contingent on City Council approval, and subject to change based on final building design, plan approval, and final analysis to inform a development agreement.

Sincerely,

Nate Kabat
Assistant City Administrator

I hereby agree to the terms and conditions in this Letter of Intent, and with this executed letter and deposit hereby request and authorize the City of Chaska/Chaska EDA to move forward to establish the assistance package for this project.

Jay Moore 2.19.21

4826-7314-6076, v. 1

# CLAIMS ROSTER REPORT

**FOR COUNCIL MEETING:** **February 22, 2021**

Paid and Unpaid Invoices:
Check #'s 336842-337071 **$1,697,167.17**

Paid Electronic Invoices:
Wire #'s 2649-2676 **$4,266,950.35**

**Amount for Approval-Council Meeting:**
**February 22, 2021** **$5,964,117.52**

Checks



| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 109701 RW2 MARKETING & DESIGN | | | | | | | | | |
| 140269 CHECK DATE: 02/23/2021 | | 02/10/2021 | 022321 | 336925 | 995.00 | 03/10/2021 | INV | PD | TC WEBSITE HOSTING/ONLINE |
| 100002 2ND WIND EXERCISE EQUIPMENT INC | | | | | | | | | |
| 21-067301 CHECK DATE: 02/23/2021 | | 01/19/2021 | 022321 | 336926 | 241.50 | 02/19/2021 | INV | PD | Trip charge/labor to serv |
| 21-067359 CHECK DATE: 02/23/2021 | | 01/25/2021 | 022321 | 336926 | 549.93 | 02/25/2021 | INV | PD | Matrix treadmills belt se |
| | | | | | 791.43 | | | | |
| 100006 SCOTT A HUTNICK | | | | | | | | | |
| 86311 CHECK DATE: 02/16/2021 | | 01/29/2021 | 021621 | 336918 | 450.00 | 02/15/2021 | INV | PD | Animal Control January |
| 109705 AHMED MOHAMED ABSHIR | | | | | | | | | |
| 86692 CHECK DATE: 02/23/2021 | | 02/16/2021 | 022321 | 336927 | 179.75 | 02/23/2021 | INV | PD | TRANSLATE DOCS FROM ENGLI |
| 106208 ATHLACTION HOLDINGS LLC | | | | | | | | | |
| 1000143790 CHECK DATE: 02/23/2021 | | 02/08/2021 | 022321 | 336928 | 29,645.27 | 03/10/2021 | INV | PD | FUND CREDIT CARD REFUNDS |
| CB2020Q3_0006 CHECK DATE: 02/16/2021 | | 02/05/2021 | 021621 | 336919 | 288.86 | 03/07/2021 | INV | PD | ActiveNet Chargebacks 202 |
| | | | | | 29,934.13 | | | | |
| 103825 ACUSHNET COMPANY | | | | | | | | | |
| 910242403 CHECK DATE: 02/23/2021 | | 01/30/2021 | 022321 | 336929 | 125.35 | 03/01/2021 | INV | PD | RESALE |
| 108949 ADVANTAGE COLLECTION PROFESSIONALS LLC | | | | | | | | | |
| 5519 020121 CHECK DATE: 02/23/2021 | | 02/01/2021 | 022321 | 336930 | 4.12 | 02/28/2021 | INV | PD | Jan Collections Commissio |
| 100843 AH HERMEL COMPANY | | | | | | | | | |
| 849806 CHECK DATE: 02/23/2021 | | 10/23/2020 | 022321 | 337070 | 267.56 | 11/23/2020 | INV | PD | CCC VENDING |

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| 861488 | | 02/04/2021 | 022321 | 337070 | 58.44 | 03/04/2021 | INV | PD | WATER FOR FD |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| C74218 | | 10/23/2020 | 022321 | 337070 | -80.69 | 11/23/2020 | CRM | PD | CCC VENDING CREDIT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| SC165837 | | 01/05/2021 | 022321 | 337070 | 2.80 | 03/09/2021 | INV | PD | SERVICE CHARGE ON OCT INV |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 248.11 | | | | |
| 108061 ERNST ENTERPRISES INC | | | | | | | | | |
| 0001-A | | 01/22/2021 | 022321 | 336932 | 1,306.16 | 02/22/2021 | INV | PD | SCREWS FOR SNOW STOPS (CI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100073 AMARIL UNIFORM CO | | | | | | | | | |
| IV209641 | | 01/29/2021 | 022321 | 336933 | 1,779.86 | 02/28/2021 | INV | PD | J. STORM CITY ISSUE FR CL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209643 | | 01/29/2021 | 022321 | 336933 | 1,938.03 | 02/28/2021 | INV | PD | L. ROHLIK CITY ISSUE FR C |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209644 | | 01/29/2021 | 022321 | 336933 | 1,151.98 | 02/28/2021 | INV | PD | B. HEITZ CITY ISSUE FR CL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209645 | | 01/29/2021 | 022321 | 336933 | 1,757.86 | 02/28/2021 | INV | PD | G. WICKENHAUSER CITY ISSU |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209646 | | 01/29/2021 | 022321 | 336933 | 1,892.23 | 02/28/2021 | INV | PD | D. PECORARO CITY ISSUE FR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209647 | | 01/29/2021 | 022321 | 336933 | 1,757.86 | 02/28/2021 | INV | PD | N. EBERT CITY ISSUE FR CL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209650 | | 01/29/2021 | 022321 | 336933 | 1,447.87 | 02/28/2021 | INV | PD | E. BRADY CITY ISSUE FR CL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209851 | | 02/03/2021 | 022321 | 336933 | 763.25 | 03/03/2021 | INV | PD | E. BRADY CITY ISSUE FR CL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
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| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IV209864 | | 02/03/2021 | 022321 | 336933 | 261.90 | 03/03/2021 | INV | PD | N. EBERT CITY ISSUE FR CL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 13,012.74 | | | | |
| 100090 AMERICAN PUBLIC POWER ASSOCIATION | | | | | | | | | |
| 361441 | | 01/15/2021 | 022321 | 336934 | 18,607.27 | 04/01/2021 | INV | PD | APPA ANNUAL DUES |

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| 100102 ANCOM COMMUNICATIONS INC | | | | | | | | | |
| 99962 | | 02/01/2021 | 022321 | 336935 | 54.90 | 03/03/2021 | INV | PD | RADIO/HEADSET RUGGEDIZERS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100103 ANCOM TECHNICAL CENTER | | | | | | | | | |
| 100037 | | 02/04/2021 | 022321 | 336936 | 20.00 | 03/04/2021 | INV | PD | RADIO REPAIR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100119 SHAKOPEE VALLEY FORD | | | | | | | | | |
| 287143FOW | | 02/02/2021 | 022321 | 336937 | 7.99 | 03/01/2021 | INV | PD | #1142 SQUAD PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 287271FOW | | 02/01/2021 | 022321 | 336937 | 181.88 | 03/01/2021 | INV | PD | #1193 SQUAD PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 287444FOW | | 02/02/2021 | 022321 | 336937 | 167.88 | 03/02/2021 | INV | PD | #904 SHOCKS/BRACKETS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 357.75 | | | | |
| 100122 ARAMARK REFRESHMENT SERVICES | | | | | | | | | |
| 10905765 | | 01/26/2021 | 022321 | 336938 | 109.09 | 02/26/2021 | INV | PD | Water Filter for Coffee M |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109198 ARCHER MECHANICAL | | | | | | | | | |
| 24720 | | 10/19/2020 | 021021 | 336863 | 3,121.94 | 01/28/2021 | INV | PD | FLUSH & TREAT WATER IN NE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 24939 | | 11/23/2020 | 021021 | 336863 | 1,983.74 | 01/28/2021 | INV | PD | SERVICE PUMPS FOR POOL HE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 25125 | | 01/11/2021 | 021021 | 336863 | 547.00 | 02/11/2021 | INV | PD | INSPECT MUA FOR RINK #2 |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 5,652.68 | | | | |
| 100146 ASPEN MILLS INC | | | | | | | | | |
| 268214 | | 01/27/2021 | 022321 | 336939 | 129.95 | 02/26/2021 | INV | PD | DUTY BOOTS-MOE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 268215 | | 01/27/2021 | 022321 | 336939 | 139.37 | 02/26/2021 | INV | PD | DUTY BOOTS-STOFFERAHN |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 268216 | | 01/27/2021 | 022321 | 336939 | 28.00 | 02/26/2021 | INV | PD | DUTY UNIFORM-LOVEJOY |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 268217 | | 01/27/2021 | 022321 | 336939 | 139.79 | 02/26/2021 | INV | PD | DUTY UNIFORM-MORRISSEY |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 268320 | | 01/28/2021 | 022321 | 336939 | 264.90 | 02/27/2021 | INV | PD | DUTY UNIFORM-LOGAN |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269186 | | 02/11/2021 | 022321 | 336939 | 129.95 | 03/13/2021 | INV | PD | DUTY BOOTS-BONNEMA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269187 | | 02/11/2021 | 022321 | 336939 | 109.99 | 03/13/2021 | INV | PD | DUTY BOOTS-C TREBIATOWSKI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269188 | | 02/11/2021 | 022321 | 336939 | 214.50 | 03/13/2021 | INV | PD | DUTY UNIFORM-FILREIS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269189 | | 02/11/2021 | 022321 | 336939 | 472.58 | 03/13/2021 | INV | PD | DUTY UNIFORM-LINDBERG |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269190 | | 02/11/2021 | 022321 | 336939 | 59.99 | 03/13/2021 | INV | PD | DUTY UNIFORM-MORRISSEY |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269191 | | 02/11/2021 | 022321 | 336939 | 150.80 | 03/13/2021 | INV | PD | DUTY UNIFORM-BUNTIN |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269192 | | 02/11/2021 | 022321 | 336939 | 199.75 | 03/13/2021 | INV | PD | DUTY UNIFORM-ANDERSON |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269193 | | 02/11/2021 | 022321 | 336939 | 225.21 | 03/13/2021 | INV | PD | DUTY UNIFORM-LEESCH |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 269244 | | 02/12/2021 | 022321 | 336939 | 214.34 | 03/13/2021 | INV | PD | DUTY UNIFORM-KIRSCH |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 2,479.12 | | | | |
| 107572 BAKER TILLY VIRCHOW KRAUSE LLP | | | | | | | | | |
| BTMA8813 | | 02/16/2021 | 022321 | 336940 | 6,200.00 | 03/16/2021 | INV | PD | 2020 CONTINUING DISCLOSUR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100172 WC ENTERPRISES INC | | | | | | | | | |
| P36257165 | | 02/01/2021 | 022321 | 336941 | 86.80 | 03/01/2021 | INV | PD | Batteries for Pool Chair |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109693 BERCH HOLDINGS | | | | | | | | | |
| 10000149 | | 02/08/2021 | 022321 | 336942 | 30.42 | 03/08/2021 | INV | PD | CREDIT BALANCE REFUND-366 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 109692 BERGQUIST, JOEY | | | | | | | | | |
| 86489 CHECK DATE: 02/23/2021 | | 12/31/2020 | 022321 | 336943 | 1,676.88 | 03/05/2021 | INV | PD | TUITION REIMBURSEMENT |
| 106755 TBC CORPORATION | | | | | | | | | |
| 023005-14376 CHECK DATE: 02/23/2021 | | 08/18/2020 | 022321 | 336944 | 50.00 | 02/23/2021 | INV | PD | #90 ALIGNMENT |
| 100201 BCBSM INC | | | | | | | | | |
| 201231364995 CHECK DATE: 02/03/2021 | | 12/31/2020 | 020321 | 336845 | 173,293.83 | 01/20/2021 | INV | PD | FEB EMP INS PREM-MEDICAL |
| 100202 BLUETARP FINANCIAL INC | | | | | | | | | |
| 0035055713 CHECK DATE: 02/10/2021 | | 01/20/2021 | 021021 | 336864 | 37.19 | 02/19/2021 | INV | PD | PORTABLE PRESSURE WASHER |
| 102279 BOLTON & MENK INC | | | | | | | | | |
| 0262725 CHECK DATE: 02/03/2021 | | 01/05/2021 | 020321 | 336846 | 38,733.00 | 02/05/2021 | INV | PD | TH 41 & CSAH 61 IMPROVEME |
| 0264010 CHECK DATE: 02/23/2021 | | 01/29/2021 | 022321 | 336945 | 94,983.35 | 02/28/2021 | INV | PD | TH 41 & CSAH IMPROVEMENTS |
| | | | | | 133,716.35 | | | | |
| 100214 BORDER STATES INDUSTRIES INC | | | | | | | | | |
| 921414758 CHECK DATE: 02/23/2021 | | 01/21/2021 | 022321 | 336946 | 2,026.58 | 02/25/2021 | INV | PD | ELEC CODING TAPE,CAUTION, |
| 921447262 CHECK DATE: 02/23/2021 | | 01/27/2021 | 022321 | 336946 | 492.16 | 02/25/2021 | INV | PD | ARRESTOR GROUND LUG (75) |
| 921447263 CHECK DATE: 02/23/2021 | | 01/27/2021 | 022321 | 336946 | 321.15 | 02/25/2021 | INV | PD | PUTTY TAPE (24) |
| 921496590 CHECK DATE: 02/23/2021 | | 02/04/2021 | 022321 | 336946 | 9,030.94 | 03/25/2021 | INV | PD | INFRARED CAMERA |
| 921496591 CHECK DATE: 02/23/2021 | 210014 | 02/04/2021 | 022321 | 336946 | 3,199.00 | 03/25/2021 | INV | PD | CUT OUT N/LDBRK, ELBW LD |
| 921496592 CHECK DATE: 02/23/2021 | 210015 | 02/04/2021 | 022321 | 336946 | 57.71 | 03/25/2021 | INV | PD | (12) PHOTO EYE RECEPTACLE |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 921512786 | 210018 | 02/08/2021 | 022321 | 336946 | 377.81 | 03/25/2021 | INV | PD | (40)SPLICE COLD SHRINK 30 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 15,505.35 | | | | |
| 100220 BOYER FORD TRUCKS INC | | | | | | | | | |
| 38614D | | 01/25/2021 | 022321 | 336947 | 13.76 | 02/25/2021 | INV | PD | #116 LIGHT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 38797D | | 01/28/2021 | 022321 | 336947 | 125.38 | 02/28/2021 | INV | PD | #112 EXHAUST PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 38847D | | 01/29/2021 | 022321 | 336947 | 76.62 | 02/28/2021 | INV | PD | #112 GASKET |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 215.76 | | | | |
| 100226 BRAUN INTERTEC CORPORATION | | | | | | | | | |
| B242852 | | 02/12/2021 | 022321 | 336948 | 297.00 | 03/12/2021 | INV | PD | 2020 DT RECON-CMT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100254 BRYAN ROCK PRODUCTS INC | | | | | | | | | |
| 45960 | | 01/31/2021 | 022321 | 336949 | 333.23 | 02/28/2021 | INV | PD | W/S STOCKPILE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100293 CARGILL INC | | | | | | | | | |
| 2905938776 | | 01/15/2021 | 021021 | 336865 | 6,967.82 | 02/14/2021 | INV | PD | CLEARLANE ROAD SALT |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 2905945309 | | 01/19/2021 | 021021 | 336865 | 11,817.77 | 02/18/2021 | INV | PD | CLEARLANE ROAD SALT |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 18,785.59 | | | | |
| 100302 CARVER COUNTY | | | | | | | | | |
| 2693 | | 02/09/2021 | 022321 | 336950 | 1,265.00 | 03/11/2021 | INV | PD | PAY 2021 SA DATA ENTRY FE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100314 CARVER COUNTY IS/GIS DEPT | | | | | | | | | |
| 2743 | | 02/08/2021 | 022321 | 336951 | 265.00 | 03/08/2021 | INV | PD | FEB INTERNET SERVICE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| CSER-896 | | 05/22/2020 | 021021 | 336866 | 14,171.27 | 12/31/2020 | INV | PD | ESRI LICENSE 2020-2023 |
| CHECK DATE: 02/10/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 14,436.27 | | | | |
| 100323 CDW GOVERNMENT INC | | | | | | | | | |
| 6722531 | | 01/15/2021 | 022321 | 336952 | -463.23 | 02/15/2021 | CRM | PD | CREDIT-IP PHONE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 7025610 | | 01/22/2021 | 021021 | 336867 | 200.69 | 02/21/2021 | INV | PD | WIRELESS HEADSET FOR VICK |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 7058344 | | 01/22/2021 | 021021 | 336867 | 53.29 | 02/21/2021 | INV | PD | CABLE FOR WIRELESS HEADSE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 7221531 | | 01/27/2021 | 022321 | 336952 | 1,266.54 | 02/26/2021 | INV | PD | REPLACEMENT SURFACE PC-FI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 7290821 | | 01/28/2021 | 022321 | 336952 | 35.06 | 02/27/2021 | INV | PD | WEBCAMS-CCC FRONT DESK |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 7490402 | | 02/02/2021 | 022321 | 336952 | 1,303.80 | 03/04/2021 | INV | PD | COMPUTER FOR FD |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 2,396.15 | | | | |
| 100332 CENTERPOINT ENERGY RESOURCES CORP | | | | | | | | | |
| 105010300/JAN21 | | 02/04/2021 | 021821 | 337064 | 3,820.27 | 03/04/2021 | INV | PD | JAN 3210 CHASKA BLVD GAS |
| CHECK DATE: 02/18/2021 | | | | | | | | | |
| 109045922/JAN21 | | 02/05/2021 | 021821 | 337064 | 8,609.48 | 03/05/2021 | INV | PD | JAN 1661 PARK RIDGE DR GA |
| CHECK DATE: 02/18/2021 | | | | | | | | | |
| 109052076/JAN21 | | 02/05/2021 | 021821 | 337064 | 5,380.24 | 03/05/2021 | INV | PD | JAN 1611 PARK RIDGE DR GA |
| CHECK DATE: 02/18/2021 | | | | | | | | | |
| | | | | | 17,809.99 | | | | |
| 100337 QWEST CORPORATION | | | | | | | | | |
| 190983379 | | 01/16/2021 | 020321 | 336847 | 12,246.11 | 02/15/2021 | INV | PD | JAN INTERNET SERVICE |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 313692512/FEB21 | | 02/01/2021 | 021621 | 336920 | 265.56 | 02/26/2021 | INV | PD | FEB TC CLUBHS LOC PH SVC |
| CHECK DATE: 02/16/2021 | | | | | | | | | |
| 313773369/FEB21 | | 02/01/2021 | 021621 | 336920 | 92.53 | 02/26/2021 | INV | PD | FEB CCC BURGLAR ALARM |
| CHECK DATE: 02/16/2021 | | | | | | | | | |
| | | | | | 12,604.20 | | | | |
| 100338 QWEST CORPORATION | | | | | | | | | |
| 202000790/JAN21 | | 01/21/2021 | 020321 | 336848 | 3,611.68 | 02/16/2021 | INV | PD | JAN PHONE & LONG DIST SVC |
| CHECK DATE: 02/03/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 202001327/JAN21<br>CHECK DATE: 02/03/2021 | | 01/21/2021 | 020321 | 336848 | 40.95 | 02/16/2021 | INV | PD | JAN T1 FOR PHONE SYSTEM |
| | | | | | 3,652.63 | | | | |
| 100374 CHANHASSEN, CITY OF | | | | | | | | | |
| JANUARY 2021<br>CHECK DATE: 02/23/2021 | | 02/11/2021 | 022321 | 336953 | 33.65 | 03/05/2021 | INV | PD | JAN HWY 41/82ND ST SIGNAL |
| 107163 CHASKA HEIGHTS SENIOR LIVING LLC | | | | | | | | | |
| 6<br>CHECK DATE: 02/23/2021 | | 01/13/2021 | 022321 | 336954 | 95,300.82 | 03/02/2021 | INV | PD | PAYGO NOTE PMT-CHASKA HEI |
| 100404 CITY OF EDEN PRAIRIE | | | | | | | | | |
| 3858<br>CHECK DATE: 02/10/2021 | | 01/01/2021 | 021021 | 336913 | 2,000.00 | 01/27/2021 | INV | PD | WAFTA Dues-Regional Fire |
| 100418 CLEARSOFT INC | | | | | | | | | |
| 136-317<br>CHECK DATE: 02/23/2021 | | 02/01/2021 | 022321 | 336955 | 75.00 | 02/27/2021 | INV | PD | FEB FD WATER SOFTENER REN |
| 109691 PRO-SHOPKEEPER COMPUTER SOFTWARE COMPANY | | | | | | | | | |
| 402101290001<br>CHECK DATE: 02/23/2021 | | 01/29/2021 | 022321 | 336956 | 140.00 | 02/28/2021 | INV | PD | GOLF POS EQUIPMENT |
| 100768 CODE 4 SERVICES INC | | | | | | | | | |
| 6049<br>CHECK DATE: 02/23/2021 | | 01/26/2021 | 022321 | 336957 | 175.00 | 02/25/2021 | INV | PD | Squad 1212 Cradlepoint So |
| 6063<br>CHECK DATE: 02/23/2021 | | 02/01/2021 | 022321 | 336957 | 1,065.55 | 03/03/2021 | INV | PD | Squad 1213 Set Up |
| | | | | | 1,240.55 | | | | |
| 108819 COLE PAPERS INC | | | | | | | | | |
| 9944223<br>CHECK DATE: 02/23/2021 | | 02/11/2021 | 022321 | 336958 | 134.72 | 03/13/2021 | INV | PD | WIPES & BLEACH FOR FD |
| 100436 COMCAST CORPORATION | | | | | | | | | |
| 0033141Feb21CCC<br>CHECK DATE: 02/03/2021 | | 01/25/2021 | 020321 | 336849 | 42.00 | 02/19/2021 | INV | PD | CCC Cable tv |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 86696 | | 02/09/2021 | 021821 | 337065 | 157.84 | 03/06/2021 | INV | PD | Cable |
| CHECK DATE: 02/18/2021 | | | | | | | | | |
| | | | | | 199.84 | | | | |
| 100440 COMMERCIAL REFIGERATION SYSTEMS INC | | | | | | | | | |
| 47439 | | 01/11/2021 | 021021 | 336869 | 4,545.00 | 02/11/2021 | INV | PD | HANSEN RELIEF VALVES & BR |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 47470 | | 01/15/2021 | 021021 | 336869 | 53.00 | 02/15/2021 | INV | PD | Compressor Temperature Pr |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 4,598.00 | | | | |
| 105466 COMPUTER INTEGRATION TECHNOLOGIES INC | | | | | | | | | |
| 304231 | | 01/27/2021 | 022321 | 336959 | 24,400.70 | 02/26/2021 | INV | PD | DARK TRACE SECURITY APPLI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 304426 | | 01/31/2021 | 022321 | 336959 | 606.30 | 02/28/2021 | INV | PD | PROJECT HOURS EMAIL MIGRA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 25,007.00 | | | | |
| 100450 COOL AIR MECHANICAL | | | | | | | | | |
| 19556 | | 01/06/2021 | 021021 | 336870 | 718.00 | 02/06/2021 | INV | PD | Repaired Ammonia Leak Det |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 100429 COORDINATED BUSINESS SYSTEMS LTD | | | | | | | | | |
| INV133249 | | 02/03/2021 | 022321 | 336960 | 94.78 | 02/13/2021 | INV | PD | HP Color M452DW |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV133250 | | 02/03/2021 | 022321 | 336960 | 179.44 | 02/13/2021 | INV | PD | HP M404DN |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV133259 | | 02/03/2021 | 022321 | 336963 | 261.66 | 02/13/2021 | INV | PD | FEB COPIER CONTRACT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV133260 | | 02/03/2021 | 022321 | 336961 | 25.93 | 02/13/2021 | INV | PD | TC COPIER CONTRACT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV134154 | | 02/09/2021 | 022321 | 336963 | 104.41 | 03/11/2021 | INV | PD | JAN FINANCE/ADMIN PRINTER |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV134155 | | 02/09/2021 | 022321 | 336962 | 630.28 | 02/19/2021 | INV | PD | Contract Invoice |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,296.50 | | | | |
| 106301 CORE AND MAIN LP | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| N590100 | 210010 | 01/14/2021 | 021021 | 336871 | 2,624.37 | 02/14/2021 | INV | PD | CURB STOPS, ANODE BAGS, A |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| N590487 | | 01/27/2021 | 022321 | 336964 | 24,878.64 | 02/27/2021 | INV | PD | REPLACING OLD HYDRANTS CA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| N706849 | | 02/08/2021 | 022321 | 336964 | -2,006.00 | 03/08/2021 | CRM | PD | CREDIT REPLACING OLD HYDR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 25,497.01 | | | | |
| 105646 CREALITY PROMO + RETAIL INC | | | | | | | | | |
| INV05174378 | | 02/10/2021 | 022321 | 336965 | 23.75 | 03/10/2021 | INV | PD | Sign for UB front desk |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 104613 CP CHASKA INC | | | | | | | | | |
| 11596 | | 12/14/2020 | 022321 | 336966 | 431.25 | 02/12/2021 | INV | PD | REIMBURSE PAYMENT FOR TV |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 107485 CROWN COLLEGE | | | | | | | | | |
| 21-2021 | | 02/02/2021 | 022321 | 337071 | 250.00 | 02/25/2021 | INV | PD | EMT/EMR FIRE TRAINING 1/2 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100475 CRYSTEEL TRUCK EQUIPMENT INC | | | | | | | | | |
| FP180525 | | 01/20/2021 | 021021 | 336872 | 293.75 | 02/20/2021 | INV | PD | #228 FROG FOR V-PLOW |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| FP180529 | | 01/22/2021 | 021021 | 336872 | 394.86 | 02/22/2021 | INV | PD | #228 FLOG FOR V-PLOW TRAC |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| FP180554 | | 01/21/2021 | 021021 | 336872 | 2,204.00 | 02/21/2021 | INV | PD | #228 V-PLOW CUTTING EDGES |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| LP200070 | | 11/13/2020 | 021021 | 336872 | -168.00 | 12/13/2020 | CRM | PD | #709 WRONG PART (RESEVIOR |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| LP201650 | | 01/15/2021 | 021021 | 336872 | 47.00 | 02/15/2021 | INV | PD | #228 HITCH FOR TRAIL TRAC |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| LP201785 | | 01/21/2021 | 021021 | 336872 | 2,460.00 | 02/21/2021 | INV | PD | #122 PLOW CUTTING EDGES |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| LP201928 | | 02/03/2021 | 022321 | 336968 | 303.00 | 03/03/2021 | INV | PD | #228 SNOW V-PLOW PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| LP202195 | | 02/01/2021 | 022321 | 336968 | 37.00 | 03/01/2021 | INV | PD | V-PLOW PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 5,571.61 | | | | |
| 100490 DAKOTA SUPPLY GROUP INC | | | | | | | | | |
| S100677843.001 | | 01/25/2021 | 022321 | 336969 | 3,900.00 | 02/25/2021 | INV | PD | STREET LIGHT CONSERVATION |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109687 DEANS PROFESSIONAL | | | | | | | | | |
| M-21-26 | | 01/28/2021 | 022321 | 336970 | 129.00 | 02/28/2021 | INV | PD | RFD MECHANICAL PERMIT-NOT |
| CHECK DATE: 02/23/2021 | | | | | | PAYEE: DEANS PROFESSIONAL | | | |
| 100520 DEM CON COMPANIES LLC | | | | | | | | | |
| 6786 | | 01/31/2021 | 022321 | 336971 | 661.78 | 02/28/2021 | INV | PD | DISPOSAL OF MATERIAL FROM |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109688 DIVERSITYRESOURCES.COM INC | | | | | | | | | |
| 1210 | | 01/13/2021 | 020321 | 336850 | 852.00 | 02/12/2021 | INV | PD | DIVERSITY CALENDAR SUITE |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 102657 ENERGY MANAGEMENT SOLUTIONS INC | | | | | | | | | |
| 10142 | | 02/01/2021 | 022321 | 336972 | 7,148.29 | 03/08/2021 | INV | PD | FEBUARY 2021 RETAINER FEE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 105728 FIDELITY SECURITY LIFE INSURANCE COMPANY | | | | | | | | | |
| 164662906 | | 01/22/2021 | 020321 | 336852 | 684.98 | 02/22/2021 | INV | PD | FEB EMP INS PREM-VISION |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 100653 FERGUSON ENTERPRISES INC | | | | | | | | | |
| 8123839 | | 01/13/2021 | 021021 | 336874 | 348.98 | 02/13/2021 | INV | PD | ICE RINK WATER TANK PARTS |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 8146399 | | 01/19/2021 | 021021 | 336873 | 187.20 | 02/19/2021 | INV | PD | PARTS FOR BOILER LEAK AT |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 8169405 | | 01/22/2021 | 021021 | 336873 | 33.07 | 02/22/2021 | INV | PD | PARTS FOR HUMIDIFIER REPA |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 8169408 | | 01/25/2021 | 022321 | 336973 | 27.01 | 02/25/2021 | INV | PD | PARTS FOR HUMIDIFIER REPA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 8185364 | | 02/01/2021 | 022321 | 336973 | 23.11 | 03/01/2021 | INV | PD | HOSE CLAMPS (8) |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 619.37 | | | | |
| 100655 FERRELLGAS 7780961 | | | | | | | | | |
| 1114466798 | | 01/27/2021 | 022321 | 336974 | 56.96 | 02/27/2021 | INV | PD | PROPANE FORKLIFT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1114541210 | | 01/13/2021 | 022321 | 336974 | 38.49 | 03/01/2021 | INV | PD | PROPANE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 95.45 | | | | |
| 106319 CHAD JEREMY FIGG | | | | | | | | | |
| JAN 2021 | | 02/02/2021 | 022321 | 336975 | 53.16 | 03/02/2021 | INV | PD | JAN TAE KWON DO |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100693 FS3 INC | | | | | | | | | |
| 70611 | 210017 | 02/04/2021 | 022321 | 336976 | 1,544.60 | 03/06/2021 | INV | PD | (64) SHUR-LOCK COUPLER 3" |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100703 NORTH SECOND STREET STEEL SUPPLY INC | | | | | | | | | |
| 476512 | | 12/28/2020 | 022321 | 336977 | 1,011.45 | 01/28/2021 | INV | PD | MATERIALS TO MAKE GATE VA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 478382 | | 01/25/2021 | 022321 | 336977 | 459.20 | 02/25/2021 | INV | PD | MATERIAL FOR VALVE KEYS F |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 478383 | | 01/25/2021 | 022321 | 336977 | 32.00 | 02/25/2021 | INV | PD | MATERIAL FOR VALVE KEYS F |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,502.65 | | | | |
| 106901 INFLECTION.COM INC | | | | | | | | | |
| CIT02939031 | | 01/31/2021 | 022321 | 336978 | 41.00 | 03/02/2021 | INV | PD | DEC BACKGROUND CHECKS-PK |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101463 GOPHER STATE ONE CALL | | | | | | | | | |
| 1010282 | | 01/31/2021 | 022321 | 336979 | 133.65 | 02/28/2021 | INV | PD | JANUARY LOCATES |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100759 GRAINGER | | | | | | | | | |
| 9777413007 | | 01/19/2021 | 021021 | 336875 | 106.47 | 02/18/2021 | INV | PD | EASY OUT TOOLS FOR WMB |
| CHECK DATE: 02/10/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 9777413015 | | 01/19/2021 | 021021 | 336875 | 241.87 | 02/18/2021 | INV | PD | LADDER (SMALL TOOLS) |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 348.34 | | | | |
| 100758 GRAYBAR ELECTRIC COMPANY INC | | | | | | | | | |
| 9319308813 | | 12/21/2020 | 021021 | 336876 | 216.60 | 01/21/2021 | INV | PD | WTP FURNACE FILTERS + INT |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 9319875214 | 210012 | 02/01/2021 | 022321 | 336980 | 517.97 | 03/01/2021 | INV | PD | (20) CONDUIT ELBW 4-90DEG |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 734.57 | | | | |
| 100855 H&L MESABI | | | | | | | | | |
| 07715 | | 01/18/2021 | 021021 | 336877 | 1,394.32 | 02/18/2021 | INV | PD | #228 EDGES (V-PLOW) |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 100810 HAWKINS INC | | | | | | | | | |
| 4866995 | | 01/22/2021 | 022321 | 336981 | 10.00 | 03/08/2021 | INV | PD | DEMURRAGE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 4868586 | | 01/22/2021 | 022321 | 336981 | 5,301.38 | 03/08/2021 | INV | PD | WTP CHEMICALS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 4870681 | | 01/26/2021 | 022321 | 336981 | -419.44 | 02/26/2021 | CRM | PD | RETURNED AMMONIA TANK-CUR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 4,891.94 | | | | |
| 107645 HENNING PROFESSIONAL SERVICES INC | | | | | | | | | |
| 103-3 | | 02/02/2021 | 022321 | 336982 | 639.10 | 03/02/2021 | INV | PD | NEW LIBRARY PLANNING-JAN |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 954-12 | | 02/04/2021 | 022321 | 336982 | 590.70 | 03/04/2021 | INV | PD | CITY SQUARE WEST |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,229.80 | | | | |
| 100848 HIGH TECH CLEANING INC | | | | | | | | | |
| 16426 | | 02/01/2021 | 022321 | 336983 | 3,092.25 | 03/01/2021 | INV | PD | CITY HALL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 16427 | | 02/01/2021 | 022321 | 336983 | 485.16 | 03/01/2021 | INV | PD | COMMUNITY ROOM - CLOVER R |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 16428 | | 02/01/2021 | 022321 | 336983 | 1,495.91 | 03/01/2021 | INV | PD | FIRE STATION |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 16429 | | 02/01/2021 | 022321 | 336983 | 1,140.83 | 03/01/2021 | INV | PD | HISTORY CENTER |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 16430 | | 02/01/2021 | 022321 | 336983 | 202.15 | 03/01/2021 | INV | PD | IT DEPARTMENT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 16431 | | 02/01/2021 | 022321 | 336983 | 1,971.55 | 03/01/2021 | INV | PD | MSB |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 16432 | | 02/01/2021 | 022321 | 336983 | 161.72 | 03/01/2021 | INV | PD | STANTEC BUILDING |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 16433 | | 02/01/2021 | 022321 | 336983 | 625.00 | 03/01/2021 | INV | PD | WTP |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 9,174.57 | | | | |
| 100859 HOISINGTON KOEGLER GROUP INC | | | | | | | | | |
| 020-058-1 | | 02/13/2021 | 022321 | 336984 | 3,561.25 | 03/13/2021 | INV | PD | 2021 DT ST RECON-5TH & WA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 107416 HORIZON CHEMICAL CO INC | | | | | | | | | |
| 210108169-NH | | 01/14/2021 | 022321 | 336985 | 254.85 | 02/13/2021 | INV | PD | Pool Chemicals |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100878 HUEBSCH | | | | | | | | | |
| 84176/JAN2021 | | 01/31/2021 | 021021 | 336878 | 915.57 | 02/10/2021 | INV | PD | JAN RUG/MAT SVC |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 100879 PRAIRIE TECHNOLOGIES INC OF MN | | | | | | | | | |
| 200567 | | 01/04/2021 | 022321 | 336986 | 8,458.00 | 02/05/2021 | INV | PD | RECONFIG & MERGE CITY BUI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 108162 HYDRO-DESIGNS INC | | | | | | | | | |
| 0060547-IN | | 01/31/2021 | 022321 | 336987 | 648.58 | 02/28/2021 | INV | PD | DEVICE TESTING MGT JAN 20 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP | | | | | | | | | |
| 2021/0129-ICMA | | 01/29/2021 | 020121 | 336842 | 4,976.41 | 01/29/2021 | INV | PD | 012921 Payroll 457 & Roth |
| CHECK DATE: 02/01/2021 | | | | | | | | | |
| 2021/0212-ICMA | | 02/12/2021 | 021621 | 336921 | 5,064.42 | 02/12/2021 | INV | PD | 021221 Payroll 457 & Roth |
| CHECK DATE: 02/16/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 10,040.83 | | | | |
| 104751 IMPACT MAILING OF MINNESOTA INC | | | | | | | | | |
| 151238 | | 01/20/2021 | 021021 | 336879 | 246.94 | 02/20/2021 | INV | PD | Jan Finals |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 151357 | | 01/28/2021 | 022321 | 336988 | 8,479.97 | 02/28/2021 | INV | PD | Jan Bills |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 151358 | | 01/28/2021 | 022321 | 336988 | 1,042.16 | 02/28/2021 | INV | PD | Jan Reminders |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 9,769.07 | | | | |
| 100900 INDELCO PLASTICS CORPORATION | | | | | | | | | |
| INV233107 | | 01/18/2021 | 021021 | 336880 | 152.99 | 02/17/2021 | INV | PD | PIPING SUPPLIES FOR CHEMI |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| INV235921 | | 01/29/2021 | 022321 | 336989 | 198.32 | 02/28/2021 | INV | PD | WATER MAINT SUPPLIES-CONN |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 351.31 | | | | |
| 100943 JEFFERSON FIRE & SAFETY INC | | | | | | | | | |
| IN125688 | | 01/20/2021 | 021021 | 336881 | 1,400.00 | 02/20/2021 | INV | PD | FOAM FOR TRUCKS |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| IN126110 | | 01/31/2021 | 022321 | 336990 | 326.16 | 02/28/2021 | INV | PD | FF GEAR REPAIR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| IN126175 | | 01/31/2021 | 022321 | 336990 | 97.47 | 02/28/2021 | INV | PD | FF GEAR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,823.63 | | | | |
| 102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC | | | | | | | | | |
| 22082365 | | 01/26/2021 | 022321 | 336991 | 596.89 | 02/25/2021 | INV | PD | WTP MONITORING 5/1/20-4/3 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 87432530 | | 01/19/2021 | 021021 | 336882 | 413.26 | 02/19/2021 | INV | PD | Annual Fire Sprinkler Tes |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 1,010.15 | | | | |
| 101021 KULLY SUPPLY INC | | | | | | | | | |
| 538111 | | 02/01/2021 | 022321 | 336992 | 125.50 | 03/03/2021 | INV | PD | Cartridges for Sink Fauce |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109694 LANO EQUIPMENT INC | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 02-811426 | | 02/04/2021 | 022321 | 336993 | 370.30 | 03/04/2021 | INV | PD | #124 BOBCAT PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101043 LANO EQUIPMENT INC | | | | | | | | | |
| 01-799438 | | 12/04/2020 | 021021 | 336883 | 41.90 | 02/09/2021 | INV | PD | TREE EQUIP-CHAIN LOOP |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 01-808683 | | 01/20/2021 | 021021 | 336883 | 704.68 | 02/20/2021 | INV | PD | #151 BOBCAT BROOM PARTS |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 01-809568 | | 01/25/2021 | 022321 | 336994 | 47.29 | 02/25/2021 | INV | PD | #124 BOBCAT PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 01-809830 | | 01/26/2021 | 022321 | 336994 | 55.64 | 02/26/2021 | INV | PD | #710 VACTOR PARTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 01-810221 | | 01/28/2021 | 022321 | 336994 | 51.00 | 02/28/2021 | INV | PD | TREE EQUIP-CLAMP |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 01-810543 | | 01/30/2021 | 022321 | 336994 | 50.27 | 02/28/2021 | INV | PD | SHANK WELD - ELECTRIC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 01-811352 | | 02/04/2021 | 022321 | 336994 | 57.74 | 03/04/2021 | INV | PD | CHAIN SAW PART |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,008.52 | | | | |
| 101050 LAW ENFORCEMENT LABOR SERVICES INC | | | | | | | | | |
| February 2021 | | 02/12/2021 | 021221 | 336914 | 1,524.00 | 02/12/2021 | INV | PD | February 2021 Police Unio |
| CHECK DATE: 02/12/2021 | | | | | | | | | |
| 101057 LEAGUE OF MINNESOTA CITIES | | | | | | | | | |
| 10002436/JAN21 | | 01/29/2021 | 022321 | 336995 | 113,903.00 | 03/01/2021 | INV | PD | WORKERS COMPENSATION INSU |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101071 LENZEN CHEVROLET BUICK INC | | | | | | | | | |
| 82381 | | 02/02/2021 | 022321 | 336996 | 166.05 | 03/02/2021 | INV | PD | #2708 FRONT BUMPER REPAIR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 103842 LOCAL GOVERNMENT INFORMATION SYSTEMS | | | | | | | | | |
| 49941 | | 02/01/2021 | 022321 | 336997 | 775.00 | 03/03/2021 | INV | PD | FEB SA SUPPORT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 105139 LUBE TECH AND PARTNERS LLC | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 2532216 | | 01/24/2021 | 022321 | 336998 | 255.98 | 02/23/2021 | INV | PD | FUEL AND LUBE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 105710 MACQUEEN EMERGENCY GROUP | | | | | | | | | |
| 16782 | | 01/21/2021 | 021021 | 336884 | 2,648.00 | 02/22/2021 | INV | PD | WORKSTATION FOR SCBA |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 103449 MADDEN GALANTER HANSEN LLP | | | | | | | | | |
| 86488 | | 01/12/2021 | 022321 | 336999 | 612.00 | 03/01/2021 | INV | PD | DEC LEGAL SERVICES |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 103176 MANSFIELD OIL COMPANY | | | | | | | | | |
| 22153429 | | 01/15/2021 | 021021 | 336885 | 5,894.95 | 02/14/2021 | INV | PD | DYED DIESEL W/ COLDPRO |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 22153468 | | 01/15/2021 | 021021 | 336885 | 767.76 | 02/14/2021 | INV | PD | DYED DIESEL |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 22193283 | | 02/05/2021 | 022321 | 337000 | 9,403.91 | 03/07/2021 | INV | PD | UNLEADED FUEL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 22193284 | | 02/05/2021 | 022321 | 337000 | 4,029.32 | 03/07/2021 | INV | PD | COLDPRO FOR DYED DIESEL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 22193285 | | 02/05/2021 | 022321 | 337000 | 1,823.87 | 03/07/2021 | INV | PD | DYED DIESEL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 21,919.81 | | | | |
| 109704 MOBILE HEALTH SERVICES LLC | | | | | | | | | |
| 38874 | | 02/02/2021 | 022321 | 337001 | 768.00 | 03/16/2021 | INV | PD | FIT Testing for 11 Mobile |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101168 MELCHERT HUBERT SJODIN PLLP | | | | | | | | | |
| 154630 | | 01/08/2021 | 021021 | 336886 | 152.25 | 02/15/2021 | INV | PD | NE COLLECTOR ASSESSMENT |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154631 | | 01/08/2021 | 021021 | 336886 | 73.20 | 02/15/2021 | INV | PD | CREEK WAY & CHASKA CREEK |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154632 | | 01/08/2021 | 021021 | 336886 | 376.35 | 02/15/2021 | INV | PD | MRS BREAKER LEASE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154633 | | 01/08/2021 | 021021 | 336886 | 646.60 | 02/15/2021 | INV | PD | CORTINA WOODS PRESERVATIO |
| CHECK DATE: 02/10/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 154634 | | 01/08/2021 | 021021 | 336886 | 521.10 | 02/15/2021 | INV | PD | 401 PINE ST ACQUISITION |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154651 | | 01/08/2021 | 021021 | 336886 | 1,418.55 | 02/15/2021 | INV | PD | CSAH 44 & HWY 212 PARCEL |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154652 | | 01/08/2021 | 021021 | 336886 | 96.50 | 02/15/2021 | INV | PD | POPPLER/SCHALOW PROPERTY |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154653 | | 01/08/2021 | 021021 | 336886 | 2,529.80 | 02/15/2021 | INV | PD | 2020 MISC LEGAL |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154654 | | 01/08/2021 | 021021 | 336886 | 260.55 | 02/15/2021 | INV | PD | HAZELTINE SHORES-PAR 30 |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154655 | | 01/08/2021 | 021021 | 336886 | 2,122.80 | 02/15/2021 | INV | PD | DEL WEBB-HAMMERS PROPERTY |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154656 | | 01/08/2021 | 021021 | 336886 | 2,659.60 | 02/15/2021 | INV | PD | HWY 41 DT REDEVELOPMENT |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 154657 | | 01/08/2021 | 021021 | 336886 | 366.00 | 02/15/2021 | INV | PD | UNITED PROPERTIES-COSTCO- |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 11,223.30 | | | | |
| 101180 LEAGUE OF MINNESOTA CITIES | | | | | | | | | |
| 723 | | 12/30/2020 | 021021 | 336887 | 8,562.00 | 02/05/2021 | INV | PD | 2021 Membership Dues |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 101183 METROPOLITAN COUNCIL | | | | | | | | | |
| JAN 2021 SAC | | 01/31/2021 | 022321 | 337002 | 22,141.35 | 02/28/2021 | INV | PD | JAN SAC CHARGES |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101182 METROPOLITAN COUNCIL | | | | | | | | | |
| 0001119385 | | 02/08/2021 | 022321 | 337003 | 226,109.79 | 03/01/2021 | INV | PD | MAR SEWER SERVICES FOR ME |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101187 METRO SALES INC | | | | | | | | | |
| INV1721321 | | 12/17/2020 | 022321 | 337004 | 136.00 | 02/26/2021 | INV | PD | Ricoh/MP C3003 Color |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV1742470 | | 01/22/2021 | 021021 | 336888 | 237.63 | 02/21/2021 | INV | PD | FD QTRLY COPIER USAGE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| INV1742519 | | 01/22/2021 | 022321 | 337004 | 389.57 | 03/22/2021 | INV | PD | RICOH COPIER 1/247/21-4/2 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| INV1743876 | | 01/25/2021 | 022321 | 337004 | 132.53 | 02/24/2021 | INV | PD | TC COPIER CONTRACT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV1746629 | | 01/28/2021 | 022321 | 337004 | 122.00 | 02/27/2021 | INV | PD | FEB FD COPIER |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| INV1752612 | | 02/05/2021 | 022321 | 337004 | 197.00 | 03/07/2021 | INV | PD | Contract Invoice |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,214.73 | | | | |
| 109263 MID-AMERICA GOLF AND LANDSCAPE INC | | | | | | | | | |
| 4 | | 02/02/2021 | 022321 | 337005 | 81,581.96 | 03/02/2021 | INV | PD | PAR 30 GOLF COURSE IMPROV |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 85995 | | 01/04/2021 | 021021 | 336889 | 8,130.00 | 02/04/2021 | INV | PD | HAZELTINE BLVD DRAINAGE I |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 89,711.96 | | | | |
| 101217 MINNESOTA CHILD SUPPORT PMT CTR | | | | | | | | | |
| PR0129210014172152 | | 01/29/2021 | 020121 | 336844 | 195.66 | 01/29/2021 | INV | PD | 012921 Payroll Child Supp |
| CHECK DATE: 02/01/2021 | | | | | | | | | |
| PR012921001510208001 | | 01/29/2021 | 020121 | 336843 | 179.04 | 01/29/2021 | INV | PD | 012921 Payroll Child Supp |
| CHECK DATE: 02/01/2021 | | | | | | | | | |
| PR0212210014172152 | | 02/12/2021 | 021221 | 336916 | 195.66 | 02/12/2021 | INV | PD | 021221 Payroll Child Supp |
| CHECK DATE: 02/12/2021 | | | | | | | | | |
| PR021221001510208001 | | 02/12/2021 | 021221 | 336915 | 179.04 | 02/12/2021 | INV | PD | 021221 Payroll Child Supp |
| CHECK DATE: 02/12/2021 | | | | | | | | | |
| | | | | | 749.40 | | | | |
| 101227 MINNESOTA ELEVATOR INC | | | | | | | | | |
| 893605 | | 02/01/2021 | 022321 | 337006 | 405.92 | 03/01/2021 | INV | PD | Feb CCC Elevator Service |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101246 MINNESOTA MOTOR VEHICLE DEPT | | | | | | | | | |
| 86389 | | 02/03/2021 | 022321 | 337007 | 20.75 | 02/24/2021 | INV | PD | Transfer Title - Forfeitu |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101303 MINNESOTA TEAMSTERS LOCAL #320 | | | | | | | | | |
| February 2021 | | 02/12/2021 | 021221 | 336917 | 4,454.00 | 02/12/2021 | INV | PD | February 2021 Local #320 |
| CHECK DATE: 02/12/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE | | | | | | | | | |
| 107050711/JAN21 CHECK DATE: 02/03/2021 | | 01/27/2021 | 020321 | 336853 | 773.30 | 02/22/2021 | INV | PD | JAN ST LITES-TOWN COURSE |
| 121770311/JAN21 CHECK DATE: 02/03/2021 | | 01/27/2021 | 020321 | 336853 | 23.28 | 02/22/2021 | INV | PD | JAN 4255 CREEK RD |
| 778377500/JAN21 CHECK DATE: 02/18/2021 | | 02/08/2021 | 021821 | 337066 | 131.66 | 03/02/2021 | INV | PD | JAN 12500 COUNTY RD 11 SI |
| 778377800/JAN21 CHECK DATE: 02/18/2021 | | 02/08/2021 | 021821 | 337066 | 37.40 | 03/02/2021 | INV | PD | JAN 4250 ENGLER BLVD SIGN |
| 778377900/JAN21 CHECK DATE: 02/18/2021 | | 02/08/2021 | 021821 | 337066 | 36.47 | 03/02/2021 | INV | PD | JAN 4100 ENGLER BLVD SIGN |
| 781385500/JAN21 CHECK DATE: 02/18/2021 | | 02/08/2021 | 021821 | 337066 | 10.70 | 03/02/2021 | INV | PD | JAN 4463 CTY RD 44 |
| | | | | | 1,012.81 | | | | |
| 109699 MITZEL, CHRISTOPHER | | | | | | | | | |
| 35328 CHECK DATE: 02/23/2021 | | 02/12/2021 | 022321 | 337008 | 79.15 | 03/12/2021 | INV | PD | METER DEPOSIT REFUND-800 |
| 101341 MINNESOTA DEPT OF LABOR & INDUSTRY | | | | | | | | | |
| JANUARY0190352021 CHECK DATE: 02/23/2021 | | 01/31/2021 | 022321 | 337009 | 2,045.90 | 02/28/2021 | INV | PD | JAN PERMIT SURCHARGES |
| 101351 MN DEPARTMENT OF TRANSPORTATION | | | | | | | | | |
| P00012869 CHECK DATE: 02/23/2021 | | 01/29/2021 | 022321 | 337010 | 1,431.17 | 02/28/2021 | INV | PD | INTERCHANGE-STRUCTURAL ME |
| 101327 MP NEXLEVEL LLC | | | | | | | | | |
| 1120461 CHECK DATE: 02/10/2021 | | 01/21/2021 | 021021 | 336890 | 14,093.89 | 02/21/2021 | INV | PD | WO# 862 DELL WEBB |
| 103236 MRA-THE MANAGEMENT ASSOCIATION | | | | | | | | | |
| 00378467 CHECK DATE: 02/03/2021 | | 12/04/2020 | 020321 | 336854 | 403.75 | 01/03/2021 | INV | PD | NOV COMPENSATION SERVICES |
| 00381854 CHECK DATE: 02/23/2021 | | 02/04/2021 | 022321 | 337011 | 306.25 | 03/06/2021 | INV | PD | JAN COMPENSATION SVCS-PAY |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| | | | | | 710.00 | | | | |
| 103088 SID TOOL CO INC | | | | | | | | | |
| 4373951001 | | 01/22/2021 | 021021 | 336891 | 132.30 | 02/21/2021 | INV | PD | SNOW PLOW BOLTS |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 4373951002 | | 01/25/2021 | 022321 | 337012 | 202.46 | 02/24/2021 | INV | PD | SNOW PLOW BOLTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 334.76 | | | | |
| 106657 MUNICIPAL ASSET MANAGEMENT INC | | | | | | | | | |
| 0618030 | | 02/01/2021 | 022321 | 337013 | 4,357.03 | 03/15/2021 | INV | PD | CCC FITNESS EQUIP LEASE P |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 0618031 | | 02/01/2021 | 022321 | 337013 | 151.05 | 03/15/2021 | INV | PD | CCC SCIFIT PRO LEASE PYMT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 4,508.08 | | | | |
| 101365 STAR GROUP LLC | | | | | | | | | |
| 4472/JAN21 | | 01/31/2021 | 021621 | 336922 | 2,218.46 | 02/10/2021 | INV | PD | JAN PARTS & SUPPLIES |
| CHECK DATE: 02/16/2021 | | | | | | | | | |
| 104907 NATIONAL GOLF GRAPHICS LLC | | | | | | | | | |
| 11599 | | 01/30/2021 | 022321 | 337014 | 882.50 | 02/28/2021 | INV | PD | COURSE FLAGS, RESALE FLAG |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 106198 NAVIANT INC | | | | | | | | | |
| 0142310-IN | | 02/02/2021 | 021021 | 336892 | 3,043.65 | 02/22/2021 | INV | PD | JAN ONBASE HOSTING FEE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 101253 BUSINESS PLANNING CONCEPTS INC | | | | | | | | | |
| 383600022021 | | 01/13/2021 | 020321 | 336855 | 144.00 | 02/10/2021 | INV | PD | FEB PERA LIFE PREMIUMS |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 105875 NETWORKFLEET INC | | | | | | | | | |
| OSV000002356910 | | 02/01/2021 | 022321 | 337015 | 259.04 | 03/01/2021 | INV | PD | Data Processing - GPS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 107999 NICE HEALTHCARE LLC | | | | | | | | | |
| 2701 | | 12/29/2020 | 020321 | 336856 | 52,225.60 | 01/28/2021 | INV | PD | 2021 EMP INS PREM-MEDICAL |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 102654 NORTH AMERICAN SAFETY INC | | | | | | | | | |
| INV55681 | | 02/03/2021 | 022321 | 337016 | 420.00 | 03/03/2021 | INV | PD | RED PAINT FOR LOCATING |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109700 NORTHSTAR REGIONAL | | | | | | | | | |
| 2010679.002 | | 01/27/2021 | 022321 | 337017 | 4,270.00 | 02/27/2021 | INV | PD | 7 GROUP MEMBERSHIP CANCEL |
| CHECK DATE: 02/23/2021 | | | | | | PAYEE: NORTHSTAR REGIONAL | | | |
| 101436 NUCO2 INC | | | | | | | | | |
| 64875058 | | 11/17/2020 | 021021 | 336893 | 77.13 | 01/28/2021 | INV | PD | Pool Chemicals |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 65140340 | | 12/15/2020 | 021021 | 336893 | 60.49 | 01/28/2021 | INV | PD | Pool Chemicals |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 65307844 | | 01/08/2021 | 021021 | 336893 | 99.67 | 02/08/2021 | INV | PD | Pool Chemicals |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 65351633 | | 02/01/2021 | 022321 | 337018 | 175.94 | 03/01/2021 | INV | PD | Pool Chemicals |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 65464120 | | 01/27/2021 | 022321 | 337018 | 47.99 | 02/27/2021 | INV | PD | Pool Chemicals |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 461.22 | | | | |
| 101470 O'REILLY AUTOMOTIVE STORES INC | | | | | | | | | |
| 556275/JAN2021 | | 01/28/2021 | 021821 | 337067 | 536.53 | 02/20/2021 | INV | PD | JAN PARTS & SUPPLIES |
| CHECK DATE: 02/18/2021 | | | | | | | | | |
| 101445 OFFICE DEPOT | | | | | | | | | |
| 146022438001 | | 01/22/2021 | 022321 | 337019 | 29.99 | 02/27/2021 | INV | PD | COPY PAPER |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 150076514001 | | 01/29/2021 | 022321 | 337020 | 12.29 | 03/05/2021 | INV | PD | Light bulbs for lamp |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 150199106001 | | 01/25/2021 | 022321 | 337020 | 47.33 | 02/26/2021 | INV | PD | Folder, laminating pouche |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 152371027001-1 | | 02/02/2021 | 022321 | 337019 | 27.96 | 03/06/2021 | INV | PD | Log Book for Bldg Insp |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 152371027001-2 | | 02/02/2021 | 022321 | 337019 | 39.54 | 03/06/2021 | INV | PD | Manilla Folders and badge |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 152452080001-2 | | 01/28/2021 | 022321 | 337019 | 11.71 | 02/27/2021 | INV | PD | Correction white-out tape |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 152452080001-1 | | 01/28/2021 | 022321 | 337019 | 34.99 | 02/27/2021 | INV | PD | Copy paper for the workro |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 152457717001 | | 01/28/2021 | 022321 | 337019 | 10.09 | 02/27/2021 | INV | PD | Round Key Ring Tags for U |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 154300020001 | | 01/29/2021 | 022321 | 337020 | 44.99 | 03/05/2021 | INV | PD | Drinking cups |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 258.89 | | | | |
| 109696 OKINYI, DELVES | | | | | | | | | |
| 31372 | | 02/12/2021 | 022321 | 337021 | 29.63 | 03/12/2021 | INV | PD | METER DEPOSIT REFUND-833 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 104668 OPTUM BANK INC | | | | | | | | | |
| 9413235 | | 01/15/2021 | 020321 | 336857 | 630.00 | 02/14/2021 | INV | PD | 4TH QTR HSA FEES |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 101484 PAPCO INC | | | | | | | | | |
| 108616 | | 01/13/2021 | 021021 | 336894 | 289.70 | 02/12/2021 | INV | PD | Arena Autoscrubber Repair |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 101510 PERFORMANCE PLUS LLC | | | | | | | | | |
| 9196 | | 01/15/2021 | 021021 | 336895 | 41.00 | 02/15/2021 | INV | PD | FF MEDICAL EVALUATION |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 101530 PING INC | | | | | | | | | |
| 15494904 | | 01/20/2021 | 022321 | 337022 | 8.55 | 03/22/2021 | INV | PD | RESALE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101539 PLAISTED COMPANIES INC | | | | | | | | | |
| 40310 | | 01/31/2021 | 022321 | 337023 | 935.34 | 02/28/2021 | INV | PD | TOPDRESSING SAND |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109689 PLANSOURCE BENEFITS ADMINISTRATION INC | | | | | | | | | |
| IN237355 | | 12/28/2020 | 020321 | 336858 | 12,785.96 | 02/01/2021 | INV | PD | NEW OPEN ENROLLMENT SYSTE |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 106085 N&M ENTERPRISES INC | | | | | | | | | |
| INV132390 | | 01/22/2021 | 021021 | 336896 | 370.90 | 02/21/2021 | INV | PD | GARBAGE BAGS FOR CITY PAR |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 101543 PLUNKETTS PEST CONTROL INC | | | | | | | | | |
| 6939380 | | 02/01/2021 | 022321 | 337024 | 1,741.92 | 03/01/2021 | INV | PD | Annual pest control-Curl |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101557 POWER SYSTEM ENGINEERING INC | | | | | | | | | |
| 9036266 | | 02/05/2021 | 022321 | 337025 | 15,545.00 | 03/05/2021 | INV | PD | SUBSTATION PROCEDURE BOOK |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 9036346 | | 02/10/2021 | 022321 | 337025 | 3,392.50 | 03/10/2021 | INV | PD | MISC PLANNING & ENGINEERI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 18,937.50 | | | | |
| 101571 PREMIUM WATERS INC | | | | | | | | | |
| 417080-01-21 | | 01/31/2021 | 022321 | 337026 | 23.33 | 02/28/2021 | INV | PD | TC WATER |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101576 KENNETH F FORNER | | | | | | | | | |
| 20215695 | | 02/08/2021 | 022321 | 337027 | 594.00 | 03/08/2021 | INV | PD | Squad 1213 graphics |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 20215696 | | 02/13/2021 | 022321 | 337027 | 385.00 | 03/13/2021 | INV | PD | CITY HALL DOOR IDS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 20215698 | | 02/13/2021 | 022321 | 337027 | 240.00 | 03/13/2021 | INV | PD | Exterior/Interior PD door |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 20215707 | | 02/12/2021 | 022321 | 337027 | 193.00 | 03/12/2021 | INV | PD | DECAL FOR SCBA ROOM-FD |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,412.00 | | | | |
| 103055 QUALITY PROPANE INC | | | | | | | | | |
| 205291 | | 11/09/2020 | 022321 | 337028 | 141.75 | 02/23/2021 | INV | PD | LP Gas-CCC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 206044 | | 11/16/2020 | 022321 | 337028 | 147.86 | 02/23/2021 | INV | PD | LP Gas-CCC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| 210094 | | 01/18/2021 | 021021 | 336897 | 148.11 | 02/17/2021 | INV | PD | LP Gas |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 210135 | | 01/11/2021 | 021021 | 336897 | 188.19 | 02/10/2021 | INV | PD | LP Gas |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 211035 | | 01/25/2021 | 022321 | 337028 | 165.95 | 02/24/2021 | INV | PD | LP Gas-CCC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| I027971 | | 11/30/2020 | 022321 | 337028 | 37.88 | 02/23/2021 | INV | PD | LP Gas Swap-CCC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 829.74 | | | | |
| 107855 STAPLES INC | | | | | | | | | |
| 13963905 | | 01/20/2021 | 021021 | 336898 | 13.29 | 02/19/2021 | INV | PD | PRINTER INK (ELECTRIC SHO |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 14168345 | | 01/27/2021 | 022321 | 337029 | 41.28 | 02/26/2021 | INV | PD | Scotch tape and packaging |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 14293182 | | 02/02/2021 | 022321 | 337029 | 30.98 | 03/04/2021 | INV | PD | Green Paper for permits - |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 14394689 | | 02/04/2021 | 022321 | 337029 | 22.77 | 03/06/2021 | INV | PD | Forks for the breakroom o |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 14630145 | | 02/15/2021 | 022321 | 337029 | 16.65 | 03/17/2021 | INV | PD | Clorox Wipes for workroom |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 124.97 | | | | |
| 101609 RANGE SERVANT AMERICA INC | | | | | | | | | |
| 104606 | | 02/05/2021 | 022321 | 337030 | 1,067.54 | 03/07/2021 | INV | PD | RANGE TOKENS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101617 REACH FOR RESOURCES INC | | | | | | | | | |
| 6845424 | | 01/28/2021 | 022321 | 337031 | 3,283.02 | 02/28/2021 | INV | PD | Prepay Contracts Recreati |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101620 RECREATION SUPPLY CO INC | | | | | | | | | |
| 408922 | | 01/27/2021 | 022321 | 337032 | 146.18 | 02/27/2021 | INV | PD | Drain Covers, Etc. |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109695 ROBBINS, HANNAH | | | | | | | | | |
| 2010715.002 | | 02/11/2021 | 022321 | 337033 | 800.00 | 03/11/2021 | INV | PD | RFD DEPOSIT-CANCELLED EVE |
| CHECK DATE: 02/23/2021 | | | | | PAYEE: ROBBINS, HANNAH | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 101668 ROBBS ELECTRIC INC | | | | | | | | | |
| 38096 | | 01/22/2021 | 021021 | 336899 | 369.24 | 02/22/2021 | INV | PD | OAK 19 DIMMER SWITCHES |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 101673 ROCHESTER MIDLAND CORP | | | | | | | | | |
| INV00234519 | | 01/25/2021 | 022321 | 337034 | 34.59 | 02/24/2021 | INV | PD | FIREMAN'S PARK SERVICES |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101698 SAFEASSURE CONSULTANTS INC | | | | | | | | | |
| 2886 | | 12/29/2020 | 020321 | 336859 | 12,494.04 | 01/31/2021 | INV | PD | 2021 SAFETY TRAINING |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 101703 SALVATION ARMY | | | | | | | | | |
| JAN/21 HS | | 02/04/2021 | 022321 | 337035 | 151.00 | 03/04/2021 | INV | PD | JAN HEAT SHARE CONTRIBUTI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101738 SCHILLING SUPPLY COMPANY | | | | | | | | | |
| 808456-00 | | 01/14/2021 | 021021 | 336900 | 37.98 | 02/14/2021 | INV | PD | Can Liners-CCC |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 108102 SECURITAS ELECTRONIC SECURITY INC | | | | | | | | | |
| 7000683999 | | 01/21/2021 | 021021 | 336901 | 135.00 | 02/21/2021 | INV | PD | B.BASKET MONITORING 2/1/2 |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 7000684000 | | 01/21/2021 | 021021 | 336901 | 183.99 | 02/21/2021 | INV | PD | CITY HALL MONITORING 2/1/ |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 318.99 | | | | |
| 101760 SENTRY SYSTEMS INC | | | | | | | | | |
| 764385 | | 02/01/2021 | 022321 | 337036 | 79.71 | 03/01/2021 | INV | PD | TC SECURITY SVC 2/1-7/30 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN | | | | | | | | | |
| 8502-5 | | 01/12/2021 | 021021 | 336902 | 164.74 | 02/20/2021 | INV | PD | PAINT & SUPPLIES FOR PD |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 8789-2 | | 01/14/2021 | 021021 | 336902 | 44.33 | 02/20/2021 | INV | PD | PAINTING SUPPLIES PD |
| CHECK DATE: 02/10/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 8889-6 | | 01/22/2021 | 021021 | 336902 | 197.28 | 02/20/2021 | INV | PD | WALL PAINT |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 9160-1 | | 01/29/2021 | 022321 | 337037 | 126.54 | 02/20/2021 | INV | PD | WALL PAINT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 532.89 | | | | |
| 104827 ROHN INDUSTRIES INC | | | | | | | | | |
| 544100 | | 01/25/2021 | 022321 | 337038 | 20.25 | 02/25/2021 | INV | PD | Security Console |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 109686 SONIX GOLF LLC | | | | | | | | | |
| 1695 | | 01/27/2021 | 022321 | 337039 | 2,293.00 | 02/27/2021 | INV | PD | GOLF TARGETS-JR GOLF TEAC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101914 SOUTHWEST METRO CHAMBER OF COMMERCE | | | | | | | | | |
| 322859 | | 02/05/2021 | 022321 | 337040 | 6,000.00 | 03/05/2021 | INV | PD | CHASKA FARMERS MARKET |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 322919 | | 02/11/2021 | 022321 | 337040 | 700.00 | 03/11/2021 | INV | PD | Leadership training #408/ |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 6,700.00 | | | | |
| 101828 SOUTHWEST NEWS MEDIA | | | | | | | | | |
| 2122858 | | 01/07/2021 | 022321 | 337041 | 2,262.40 | 02/25/2021 | INV | PD | WATER & SEWER RATES ORD 9 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 2123987 | | 01/28/2021 | 022321 | 337041 | 127.26 | 02/25/2021 | INV | PD | 2021 SUMMARY BUDGET STATE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 2,389.66 | | | | |
| 101847 SRF CONSULTING GROUP INC | | | | | | | | | |
| 12504.00-21 | | 01/31/2021 | 022321 | 337042 | 24,030.14 | 03/09/2021 | INV | PD | TH 212 INTERCHANGE & CSAH |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101850 STANTEC CONSULTING SERVICES INC | | | | | | | | | |
| 1751055 | | 02/03/2021 | 022321 | 337043 | 23,457.75 | 03/03/2021 | INV | PD | DEC-GENERAL ENGINEERING |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751056 | | 02/03/2021 | 022321 | 337043 | 790.50 | 03/03/2021 | INV | PD | DEC-ENG DEPT ASSISTANCE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 1751057 | | 02/03/2021 | 022321 | 337043 | 1,185.00 | 03/03/2021 | INV | PD | DEC-MSA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751058 | | 02/03/2021 | 022321 | 337043 | 76.00 | 03/03/2021 | INV | PD | DEC-DT RECONSTRUCTION MAS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751059 | | 02/03/2021 | 022321 | 337043 | 13,659.50 | 03/03/2021 | INV | PD | DEC-RECORD PLAN/BASE MAP |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751060 | | 02/03/2021 | 022321 | 337043 | 2,021.12 | 03/03/2021 | INV | PD | DEC-MCKNIGHT WETLAND BANK |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751061 | | 02/03/2021 | 022321 | 337043 | 140.00 | 03/03/2021 | INV | PD | DEC-CREEK RD TRUNK SEWER |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751062 | | 02/03/2021 | 022321 | 337043 | 4,410.00 | 03/03/2021 | INV | PD | DEC-NE COLLECTOR IN SW AR |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751063 | | 02/03/2021 | 022321 | 337043 | 4,603.95 | 03/03/2021 | INV | PD | DEC-LAKE GRACE TRAIL PHAS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751064 | | 02/03/2021 | 022321 | 337043 | 102.75 | 03/03/2021 | INV | PD | DEC-2019 DT RECONSTRUCTIO |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751065 | | 02/03/2021 | 022321 | 337043 | 714.00 | 03/03/2021 | INV | PD | DEC-E 6TH ST L4965 REPLAC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751066 | | 02/03/2021 | 022321 | 337043 | 14,051.85 | 03/03/2021 | INV | PD | DEC-2020 DT RECONSTRUCTIO |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751067 | | 02/03/2021 | 022321 | 337043 | 43,998.83 | 03/03/2021 | INV | PD | DEC-PAR 30 GOLF COURSE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751068 | | 02/03/2021 | 022321 | 337043 | 210.00 | 03/03/2021 | INV | PD | DEC-DRAINAGE IMPROVEMENTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751069 | | 02/03/2021 | 022321 | 337043 | 70.00 | 03/03/2021 | INV | PD | DEC-LYMAN BLVD CITY UTILI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751070 | | 02/03/2021 | 022321 | 337043 | 20,495.25 | 03/03/2021 | INV | PD | DEC-2021 DT STREET RECONS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751071 | | 02/03/2021 | 022321 | 337043 | 5,232.50 | 03/03/2021 | INV | PD | DEC-WELL NOS 6 & 8 REHABI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751072 | | 02/03/2021 | 022321 | 337043 | 2,415.00 | 03/03/2021 | INV | PD | DEC-EPA RISK ASSESSMENT |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751076 | | 02/03/2021 | 022321 | 337043 | 182.00 | 03/03/2021 | INV | PD | DEC-DEL WEBB STORMWATER R |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751077 | | 02/03/2021 | 022321 | 337043 | 182.00 | 03/03/2021 | INV | PD | DEC-PIONEER VISTA STORMWA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751078 | | 02/03/2021 | 022321 | 337043 | 2,854.50 | 03/03/2021 | INV | PD | DEC-CHASKA CREEK IND STOR |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 1751079 | | 02/03/2021 | 022321 | 337043 | 1,410.50 | 03/03/2021 | INV | PD | DEC-CHASKA BLUFFS 2ND STO |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 142,263.00 | | | | |
| 101892 STUART C IRBY CO | | | | | | | | | |
| S012123921.001 | 210011 | 01/19/2021 | 021021 | 336903 | 1,405.00 | 02/18/2021 | INV | PD | TRN UG 15KVA 7.9 120/240 |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| S012267188.001 | 210016 | 01/26/2021 | 022321 | 337044 | 509.80 | 02/25/2021 | INV | PD | (4) SPLICE 2 SOLID QUICK |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,914.80 | | | | |
| 102247 SUMMIT FIRE PROTECTION CO | | | | | | | | | |
| 130001898 | | 11/20/2020 | 022321 | 337045 | 380.50 | 02/03/2021 | INV | PD | FIRE EXTINGUISHER TESTING |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 130001899 | | 11/20/2020 | 021021 | 336904 | 2,141.50 | 02/03/2021 | INV | PD | FIRE EXTINGUISHER TESTING |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 130002451 | | 11/27/2020 | 021021 | 336904 | 921.25 | 02/03/2021 | INV | PD | FIRE EXTINGUISHER TESTING |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 3,443.25 | | | | |
| 103677 SUN LIFE ASSURANCE COMPANY OF CANADA | | | | | | | | | |
| 237741/FEB21 | | 01/21/2021 | 020321 | 336860 | 4,115.80 | 02/01/2021 | INV | PD | FEB EMP LIFE INS PREM |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 107683 TCF NATIONAL BANK | | | | | | | | | |
| 6889989 | | 02/09/2021 | 021821 | 337068 | 284.93 | 03/03/2021 | INV | PD | FD EQUIP LEASE PYMT 21 |
| CHECK DATE: 02/18/2021 | | | | | | | | | |
| 101956 THE HARTFORD | | | | | | | | | |
| 853300851573 | | 12/28/2020 | 020321 | 336861 | 2,998.95 | 01/15/2021 | INV | PD | JAN EMP INS PREM-LTD + IN |
| CHECK DATE: 02/03/2021 | | | | | | | | | |
| 101964 PMT EMBROIDERY LLC | | | | | | | | | |
| 18425 | | 01/20/2021 | 021021 | 336905 | 176.00 | 02/20/2021 | INV | PD | Jackets for Ice Arena |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 104908 TIMESAVER OFF SITE SECRETARIAL INC | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| M26177 | | 01/28/2021 | 022321 | 337046 | 246.00 | 02/28/2021 | INV | PD | Planning Minutes 1-13-202 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 103946 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC | | | | | | | | | |
| 1549467/JAN21 | | 02/01/2021 | 022321 | 337047 | 125.30 | 03/15/2021 | INV | PD | Data Processing |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 101994 TRAVISMATHEW LLC | | | | | | | | | |
| 90153119 | | 01/11/2021 | 021021 | 336906 | 85.48 | 02/10/2021 | INV | PD | RESALE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 90168348 | | 01/28/2021 | 021021 | 336906 | -25.48 | 02/10/2021 | CRM | PD | CREDIT SHIPPING ON INV 90 |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 60.00 | | | | |
| 102004 TREBIATOWSKI, KEVIN | | | | | | | | | |
| JAN 2021 | | 01/31/2021 | 022321 | 337048 | 93.00 | 02/28/2021 | INV | PD | ELEC FOR FD EQUIP IN VEHI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 102028 TWIN CITY WATER CLINIC INC | | | | | | | | | |
| 15665 | | 02/01/2021 | 022321 | 337049 | 510.00 | 03/01/2021 | INV | PD | JANUARY SAMPLES |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 102129 UNITED FARMERS COOPERATIVE | | | | | | | | | |
| 893820 | | 01/20/2021 | 022321 | 337050 | 379.75 | 02/25/2021 | INV | PD | SALT FOR SIDEWALKS/BUILDI |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 102037 ULINE INC | | | | | | | | | |
| 129548512 | | 01/28/2021 | 022321 | 337051 | 656.28 | 02/28/2021 | INV | PD | Lockers for Changing Area |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 129670099 | | 02/02/2021 | 022321 | 337051 | 83.40 | 03/02/2021 | INV | PD | Heavy Duty Mop Heads |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 129684177 | | 02/02/2021 | 022321 | 337051 | 868.28 | 03/02/2021 | INV | PD | Desk, Mobile File, Shelvi |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 1,607.96 | | | | |
| 102052 UNIQUE PAVING MATERIALS CORP | | | | | | | | | |
| 58014 | | 01/21/2021 | 021021 | 336907 | 135.00 | 02/21/2021 | INV | PD | COLD MIX FOR POTHOLE PATC |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
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| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 102051 UPS | | | | | | | | | |
| 000027V7Y7061 | | 02/06/2021 | 021621 | 336923 | 61.82 | 02/17/2021 | INV | PD | TC SHIPPING |
| CHECK DATE: 02/16/2021 | | | | | | | | | |
| 102064 US BANK | | | | | | | | | |
| 6003639 | | 01/12/2021 | 021021 | 336908 | 850.00 | 02/12/2021 | INV | PD | 2021A COI-PAYING AGENT FE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 6012324 | | 01/25/2021 | 022321 | 337052 | 1,600.00 | 02/25/2021 | INV | PD | 2015C EDA TRUSTEE ADMIN F |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 6012376 | | 01/25/2021 | 022321 | 337052 | 1,600.00 | 02/25/2021 | INV | PD | 2015D EDA TRUSTEE ADMIN F |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 4,050.00 | | | | |
| 108071 US BANK NATIONAL ASSOCIATION | | | | | | | | | |
| 2 | | 12/14/2020 | 022321 | 337053 | 26,938.00 | 03/03/2021 | INV | PD | TAX ABATEMENT PMT 2-1706 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 104522 US FOODS INC | | | | | | | | | |
| 5930395 | | 01/29/2021 | 022321 | 337054 | 149.57 | 02/28/2021 | INV | PD | OAK 19 DISH MACHINE RENTA |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 102061 USA BLUE BOOK | | | | | | | | | |
| 471727 | | 01/13/2021 | 021021 | 336909 | 206.23 | 02/13/2021 | INV | PD | WTP WATER TESTING SUPPLIE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 471814 | | 01/13/2021 | 021021 | 336909 | 115.77 | 02/13/2021 | INV | PD | WTP WATER TESTING SUPPLIE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| | | | | | 322.00 | | | | |
| 109697 VEIRE, DONNA | | | | | | | | | |
| 34657 | | 02/12/2021 | 022321 | 337055 | 54.95 | 03/12/2021 | INV | PD | METER DEPOSIT REFUND-3100 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 102102 VERIZON WIRELESS | | | | | | | | | |
| 9871882634 | | 01/23/2020 | 020321 | 336862 | 632.79 | 02/15/2021 | INV | PD | JAN CRADLEPOINTS |
| CHECK DATE: 02/03/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 102109 VICTORIA REPAIR & MANUFACTURING | | | | | | | | | |
| 9595 CHECK DATE: 02/23/2021 | | 01/19/2021 | 022321 | 337056 | 162.00 | 03/03/2021 | INV | PD | #114 SNOW PLOW REPAIR MAT |
| 9602 CHECK DATE: 02/23/2021 | | 01/26/2021 | 022321 | 337056 | 96.00 | 03/03/2021 | INV | PD | #710 VACTOR PARTS |
| | | | | | 258.00 | | | | |
| 107461 VITALS AWARE SERVICES INC | | | | | | | | | |
| 1165 CHECK DATE: 02/23/2021 | | 02/01/2021 | 022321 | 337057 | 4,900.00 | 03/03/2021 | INV | PD | Vitals Aware Subscription |
| 102227 ONVOY LLC | | | | | | | | | |
| 0009426210201 CHECK DATE: 02/16/2021 | | 02/01/2021 | 021621 | 336924 | 1,853.53 | 02/25/2021 | INV | PD | FEB EDU CTR ETHERNET/INTE |
| 0009486210201 CHECK DATE: 02/16/2021 | | 02/01/2021 | 021621 | 336924 | 889.21 | 02/25/2021 | INV | PD | FEB CITY HALL ETHERNET |
| | | | | | 2,742.74 | | | | |
| 102133 WAGNER PRESS & GRAPHICS | | | | | | | | | |
| 33823 CHECK DATE: 02/23/2021 | | 02/08/2021 | 022321 | 337058 | 631.00 | 03/08/2021 | INV | PD | SALVATION ARMY HEATSHARE |
| 33842 CHECK DATE: 02/23/2021 | | 02/10/2021 | 022321 | 337058 | 32.00 | 03/10/2021 | INV | PD | Business Cards-Moore |
| | | | | | 663.00 | | | | |
| 109698 WARD, RYAN | | | | | | | | | |
| 34691 CHECK DATE: 02/23/2021 | | 02/12/2021 | 022321 | 337059 | 45.98 | 03/12/2021 | INV | PD | METER DEPOSIT REFUND-3443 |
| 102141 WASTE MANAGEMENT OF MINNESOTA INC | | | | | | | | | |
| 7465066-1593-7 CHECK DATE: 02/18/2021 | | 02/03/2021 | 021821 | 337069 | 118.54 | 03/05/2021 | INV | PD | FEB TC CLUBHOUSE WASTE RE |
| 102146 WATER SPECIALTY OF MINNESOTA INC | | | | | | | | | |
| 12304 CHECK DATE: 02/10/2021 | | 01/20/2021 | 021021 | 336910 | 1,012.25 | 02/20/2021 | INV | PD | Pool Chemicals |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 102217 WW GOETSCH ASSOC INC | | | | | | | | | |
| 105574 | | 01/13/2021 | 021021 | 336911 | 2,406.26 | 02/13/2021 | INV | PD | Leisure Pool Pump Motor & |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 100631 NORTHERN STATES POWER COMPANY, MN | | | | | | | | | |
| 2021.01 | | 02/09/2021 | 022321 | 337060 | 37,695.84 | 03/09/2021 | INV | PD | ENGINEERING/TECHNICAL SER |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 102220 NORTHLAND SYSTEMS INC | | | | | | | | | |
| 80234 | | 01/31/2021 | 022321 | 337061 | 30,891.77 | 03/07/2021 | INV | PD | CISCO SMARTNET RENEWAL |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 80254 | | 02/02/2021 | 022321 | 337061 | 6,715.00 | 03/09/2021 | INV | PD | FEB RECOVERY SERVICE |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 80255 | | 02/02/2021 | 022321 | 337061 | 16,010.00 | 03/09/2021 | INV | PD | FEB SUPPORT SVC |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| | | | | | 53,616.77 | | | | |
| 102228 ZEE MEDICAL SERVICE INC | | | | | | | | | |
| 54128316 | | 01/27/2021 | 022321 | 337062 | 359.10 | 02/27/2021 | INV | PD | FIRST AID SUPPLIES |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| 102231 ZIEGLER INC | | | | | | | | | |
| PC002210856 | | 01/23/2021 | 022321 | 337063 | 223.34 | 02/23/2021 | INV | PD | PLOW BOLTS (100), NUTS (5 |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| PC002210857 | | 01/23/2021 | 022321 | 337063 | 42.20 | 02/23/2021 | INV | PD | PLOW BOLTS |
| CHECK DATE: 02/23/2021 | | | | | | | | | |
| SW050353218 | | 01/16/2021 | 021021 | 336912 | 795.85 | 02/16/2021 | INV | PD | G2 CITY HALL GENERATOR RE |
| CHECK DATE: 02/10/2021 | | | | | | | | | |
| 390 INVOICES | | | | | 1,697,167.17 | | | | |

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

Electronic Payments



| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 100522 DEPOSITORY TRUST COMPANY | | | | | | | | | |
| 2021/02/01 DS-INT<br>CHECK DATE: 01/28/2021 | | 01/28/2021 | 012821 | 2651 | 165,326.88 | 01/28/2021 | DIR | PD | DTC-DS PMT DUE 2/1/21-INT |
| 2021/02/01 DS-PRI<br>CHECK DATE: 01/28/2021 | | 01/28/2021 | 012821 | 2650 | 3,232,656.61 | 01/28/2021 | DIR | PD | DTC-DS PMT DUE 2/1/21-PRI |
| | | | | | 3,397,983.49 | | | | |
| 107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY | | | | | | | | | |
| 86039<br>CHECK DATE: 02/01/2021 | | 01/29/2021 | 020121 | 2659 | 1,385.65 | 02/01/2021 | DIR | PD | 012921 Payroll - HCSP Con |
| 86581<br>CHECK DATE: 02/16/2021 | | 02/12/2021 | 021621 | 2674 | 1,385.73 | 02/16/2021 | DIR | PD | 021221 Payroll - HCSP Con |
| | | | | | 2,771.38 | | | | |
| 107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY | | | | | | | | | |
| 86040<br>CHECK DATE: 02/01/2021 | | 01/29/2021 | 020121 | 2660 | 200.00 | 02/01/2021 | DIR | PD | 012921 Payroll - MNDCP Co |
| 86582<br>CHECK DATE: 02/16/2021 | | 02/12/2021 | 021621 | 2675 | 200.00 | 02/16/2021 | DIR | PD | 021221 Payroll - MNDCP Co |
| | | | | | 400.00 | | | | |
| 101756 MII LIFE INCORPORATED | | | | | | | | | |
| 39685368-2021<br>CHECK DATE: 01/28/2021 | | 01/28/2021 | 012821 | 2649 | 2,248.57 | 01/28/2021 | DIR | PD | 2021-1/28/21 FSA REIMBURS |
| 39693630-2020<br>CHECK DATE: 02/04/2021 | | 02/02/2021 | 020421 | 2664 | 2,500.00 | 02/04/2021 | DIR | PD | 2020-2/4/21 FSA REIMBURSE |
| 39693630-2021<br>CHECK DATE: 02/04/2021 | | 02/02/2021 | 020421 | 2665 | 1,682.20 | 02/04/2021 | DIR | PD | 2021-2/4/21 FSA REIMBURSE |
| 39702950-2020<br>CHECK DATE: 02/11/2021 | | 02/09/2021 | 021121 | 2666 | 5,000.00 | 02/11/2021 | DIR | PD | 2020-2/11/21 FSA REIMBURS |
| 39702950-2021<br>CHECK DATE: 02/11/2021 | | 02/09/2021 | 021121 | 2667 | 1,115.77 | 02/11/2021 | DIR | PD | 2021-2/11/21 FSA REIMBURS |
| | | | | | 12,546.54 | | | | |
| 100927 INTERNAL REVENUE SERVICE | | | | | | | | | |
| 86033<br>CHECK DATE: 01/29/2021 | | 01/29/2021 | 012921 | 2653 | 136,062.15 | 01/29/2021 | DIR | PD | 012921 Payroll - FICA Fed |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 86575 | | 02/12/2021 | 021221 | 2668 | 128,750.82 | 02/12/2021 | DIR | PD | 021221 Payroll - FICA Fed |
| CHECK DATE: 02/12/2021 | | | | | | | | | |
| | | | | | 264,812.97 | | | | |
| 101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES | | | | | | | | | |
| 86034 | | 01/29/2021 | 020121 | 2657 | 27,785.11 | 02/01/2021 | DIR | PD | 012921 Payroll - MN State |
| CHECK DATE: 02/01/2021 | | | | | | | | | |
| 86576 | | 02/12/2021 | 021621 | 2672 | 25,177.27 | 02/16/2021 | DIR | PD | 021221 Payroll - MN State |
| CHECK DATE: 02/16/2021 | | | | | | | | | |
| | | | | | 52,962.38 | | | | |
| 101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM) | | | | | | | | | |
| 86035 | | 01/29/2021 | 012921 | 2654 | 11,943.12 | 01/29/2021 | DIR | PD | 012921 Payroll - 457 Cont |
| CHECK DATE: 01/29/2021 | | | | | | | | | |
| 86577 | | 02/12/2021 | 021221 | 2669 | 12,158.12 | 02/12/2021 | DIR | PD | 021221 Payroll - 457 Cont |
| CHECK DATE: 02/12/2021 | | | | | | | | | |
| | | | | | 24,101.24 | | | | |
| 106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM) | | | | | | | | | |
| 86038 | | 01/29/2021 | 012921 | 2656 | 2,881.65 | 01/29/2021 | DIR | PD | 012921 Payroll - Roth Con |
| CHECK DATE: 01/29/2021 | | | | | | | | | |
| 86580 | | 02/12/2021 | 021221 | 2671 | 2,881.65 | 02/12/2021 | DIR | PD | 021221 Payroll - Roth Con |
| CHECK DATE: 02/12/2021 | | | | | | | | | |
| | | | | | 5,763.30 | | | | |
| 107499 OLD NATIONAL BANK | | | | | | | | | |
| 2021/02/01 DS | | 02/01/2021 | 020121 | 2661 | 114,752.50 | 02/01/2021 | DIR | PD | ONB-DS PMT DUE 2/1/21 |
| CHECK DATE: 02/01/2021 | | | | | | | | | |
| 6314047-FEB21 | | 02/15/2021 | 021621 | 2676 | 1,400.00 | 02/16/2021 | DIR | PD | FEB EDA PROMISSORY NOTE-P |
| CHECK DATE: 02/16/2021 | | | | | | | | | |
| | | | | | 116,152.50 | | | | |
| 104668 OPTUM BANK INC | | | | | | | | | |
| 86037 | | 01/29/2021 | 020121 | 2658 | 17,694.77 | 02/01/2021 | DIR | PD | 012921 Payroll - HSA Cont |
| CHECK DATE: 02/01/2021 | | | | | | | | | |
| 86579 | | 02/12/2021 | 021621 | 2673 | 15,404.77 | 02/16/2021 | DIR | PD | 021221 Payroll - HSA Cont |
| CHECK DATE: 02/16/2021 | | | | | | | | | |

| INVOICE | P.O. | INV DATE | CHECK RUN | CHECK # | INVOICE NET | DUE DATE | TYPE | STS | INVOICE DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | 33,099.54 | | | | |
| 101525 PITNEY BOWES POSTAGE | | | | | | | | | |
| 2021/0202-PB | | 02/02/2021 | 020221 | 2663 | 50.00 | 02/02/2021 | DIR | PD | ANNUAL EFT FEE |
| CHECK DATE: 02/02/2021 | | | | | | | | | |
| 101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | | | | | | | | | |
| 86036 | | 01/29/2021 | 012921 | 2655 | 93,749.41 | 01/29/2021 | DIR | PD | 012921 Payroll - PERA Con |
| CHECK DATE: 01/29/2021 | | | | | | | | | |
| 86578 | | 02/12/2021 | 021221 | 2670 | 92,148.09 | 02/12/2021 | DIR | PD | 021221 Payroll - PERA Con |
| CHECK DATE: 02/12/2021 | | | | | | | | | |
| | | | | | 185,897.50 | | | | |
| 102066 US BANK | | | | | | | | | |
| 2021/02/01 DS-A | | 02/01/2021 | 020121 | 2662 | 1,144.51 | 02/01/2021 | DIR | PD | US BANK ESCROW DS ADJUSTM |
| CHECK DATE: 02/01/2021 | | | | | | | | | |
| 102159 WELLS FARGO CORPORATE TRUST | | | | | | | | | |
| 2021/02/01 DS | | 01/28/2021 | 012821 | 2652 | 169,265.00 | 01/28/2021 | DIR | PD | WF-DS PMT DUE 2/1/21 |
| CHECK DATE: 01/28/2021 | | | | | | | | | |
| | | | | | 169,265.00 | | | | |
| 28 INVOICES | | | | | 4,266,950.35 | | | | |

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

**Biweekly Report**
**February 22, 2021**
**By**
**Matt Podhradsky**

## UPCOMING COUNCIL MEETING SCHEDULE

February 22nd: The meeting on Monday night will be to make up for the meeting we missed on the 15th because of President's Day. We will be having a joint training session being put on from 5:30-7 prior to the meeting with our other Commissions to get trained by the League of MN Cities on Social Media. There will be a regular meeting to follow.

March 1: We will be having a Work Session starting at 5:45 on that night to hear from Len Simich at SW Transit about different initiatives they are currently working on, and to also get the Council's input on a process they are in the early processes of exploring now with a potential merger with Minnesota Valley Transit Authority. We will have a short Council meeting to follow.

As we previously discussed, our meeting this upcoming Monday (February 22nd) will be our first meeting back at the Event Center in person, with Zoom being provided as an alternative for residents/guests that want to participate but not attend live at the Event Center. We will plan on continuing meetings in this fashion going into the foreseeable future.

If there are any questions or concerns, please let me know.

## SENIOR VACCINE EVENT

As part of our EOC meetings, one area of concern that we have identified in the community for residents getting vaccinated is with our residents that have lack of access to technology to register for events, and lack of transportation to get to vaccination clinics. We have identified many different people in our community that this could be an issue, and are starting work with Carver County Public Health to identify how we serve these residents.

Of immediate concern is our senior population that lives in independent living facilities but may not have access to technology and transportation to get vaccinated. These individuals fall within a high risk category, being over 65 and living in a multi-unit facility. Many in these residential properties have been very cut off socially from not only the community, but also those within their own buildings throughout the course of the pandemic, as these facilities have had to shut down their community rooms and gathering spaces.

To that end, the City of Chaska was able to start chipping away at this issue on Friday (February 19th) by partnering with Ridgeview Medical Center and SW Transit to not only make 120 doses of vaccine available, but to also have transportation provided through SW Transit to get them to the vaccine clinic at Waconia Ballroom. Our very own Julie Janke and Joan Seedorf

were able to work with these senior facilities to identify and help register these residents for their 1st and 2nd vaccines, and were there to help them load the busses for the event.

A huge thank you goes out to Ridgeview and SW Transit for partnering on this pilot project, and to Julie and Joan for their personal work on getting this event together. It is our hope that the success of this event can lead to other events to work at getting all people in our community that want to be vacinnated receive this, and that these barriers are taken out of their way.

Please let me know if you have any questions on this event.

**FOOD DISTRIBUTION EVENTS**

As I know many of you are aware and have participated in the monthly food distribution events at the former Gedney site, I thought you may be interested in seeing the statistics to date (not including this past Thursday's event) for the amount of people that have been served by this event. To date, there have been 5,798 families served by this food distribution, with 19,578 individuals served. With these events being held since April of last year, it can be extrapolated that the event this past Thursday added another 525 families and 1800 individuals were served, bringing the total individuals being served to well over 20,000.

I would like to thank all that have been involved in this event through Chaska Cares and for all of those in the community who have been responsible for helping to make this possible. This is truly a testament to how this community has stepped up to help neighbors get through a very difficult time!

**UPDATE ON NEIGHBORHOOD TRAIN ISSUE**

As I shared a couple of meetings ago, Staff have continued to work to coordinate efforts between Twin Cities Western Railroad and residents close to the Pioneer/Bavaria rail crossing to deal with issues of noise and interruption since the installation of a siding through Chaska to store and offload train cars. As I shared in my last update, TC and W did agree to shift their activity as much as possible from the west end of the spur (right at Pioneer/Bavaria) and try to shift the activity and storage to the portion of the spur that is east of Highway 41 and adjacent to our North Industrial Park. They made this change back in mid-January, and the last month was set aside to have neighbors monitor how well the changes have worked.

This past Thursday we were able to all get back together to see how these changes have worked. The neighbors expressed that there has been significant positive change in activities since last month and that they were very appreciative of the work that TC and W has done to address this. We will continue to monitor this over the next several weeks to make sure that it continues in a positive direction.

At the same time, Staff was able to do some research to look into exactly what improvements would need to be made to the crossing to make it a "silent crossing" and what the estimated costs of construction and engineering would be. The estimate for this work based on the actual work that would need to be done is approximately $450,000. We were also able to do more research into the construction of the silent crossing at Clover Ridge Drive, and did determine that this crossing was paid for by the developer at the time it was put in, with that then being tacked onto the cost of the lots in this development. The importance of looking at this was to see if we had any preccident on the City paying for these types of improvements in the past,

which we do not. We did share this with the neighbors and indicated to them if they wanted to pursue this further, we would need to do a benefit analysis to see what properties would benefit from such an improvement. They were going to take this information and determine whether to move forward in pursuing this further.

I am happy that I do believe this project was successful in getting this crossing back to an acceptable place, and consistent with what people likely expected when they moved into this area.

If you have any questions on this, please let me know. A huge thank you to TC and W for being so cooperative in getting this work done.

**FEDERAL STIMULUS UPDATE**

As you have likely heard on the news, Congress is currently debating the next potential COVID stimulus package, and are likely to vote on this sometime by mid-March. Out of the $1.9 Trillion that is being proposed, State and Local Governments would receive $350 billion of this package. Unlike the first CARES dollars we received, these dollars would not be restricted like the first ones, and would allow us to utilize these dollars to replace lost revenue due to the pandemic. As we have discussed, this is a significant issue for us, as we estimate over 2020 and 2021 that our Community Center could lose approximately $2.7 million in revenue because of required closures and a drop in memberships by almost 50%. We are not unlike many community that have facilities such as ours. Under the current proposed bill, the City of Chaska would be eligible for approximately $5 million, which would be significant in helping us address the revenue challenges we have had, and make it easier to navigate getting back to normal.

The Mayor has sent letters to Senator's Klobuchar and Smith, as well as Representative Phillips asking for their support on this assistance, and have informed our State Legislators who likely will be in charge of distributing these dollars to local governments across the State. Based on the current time line, we could be looking at June when these dollars may become available.

If there are any questions on this, please let me know.

**ANNUAL EMPLOYEE APPRECIATION BREAKFAST/YEARS OF SERVICE AWARDS**

Each year around this time, we hold our annual Employee Recognition Breakfast to both recognize employees for the outstanding work, but to also recognize employees reaching major milestones with the number of years they have worked with this organization. With the pandemic this year, we are not able to get everybody together for breakfast as a group. What we are able to do, however, is provide our employees with a "grab and go breakfast" and link them up with a virtual video event that is being produced by our HR/Admin/Communications Team. This event will be next Thursday, February 25th, from 7-9 am at the Event Center, with the video link being sent out to everyone that morning for them to watch when they please. From 7-9 am, employees will be able to swing by, pick up their breakfast with us being able to greet them as they arrive.

If any Council members are interested in being part of the breakfast distribution portion of this, please let me know as we may have to set up shifts to not violate any Open Meeting laws. Thank you to all of our employees for a great year in extraordinary circumstances!

**EVENT DATES FOR THE CALENDAR**

As we are now able to start planning for some future events, I thought I would let you know of two that are in the planning stages that you can get on your calendar now. The first is Christmas in May. As it would be difficult to have the event in May, the CIM Board did decide to move the event to Saturday September 18th. This will start at 7:30 am and go until around 3.

The second event is Fire and Ice. While we would normally have this event in July, it is just too risky to plan something for that part of the summer. Given that, we have moved the event to the weekend of October 15th. The event will be similar to the past, with the activities in the park and the Bonspeil, but may have more of a "fall theme" this year.

Finally, while we have not set a date yet, we are looking at waiting until September to set our Council/Department Head Strategic Planning Session. We would like to wait until then so that we have the opportunity to hold this in person. As we get closure, I will be reaching out to all of you to see what date might work the best.

**GUARDIAN ANGELS SCHOOL TO CLOSE**

I wanted to let the Council know that this past week we did find out the news that Guardian Angels school will be closing for good at the end of this current academic year. While this is sad news, it is one that leadership in the church had shared with us in the past may be the direction they would need to go with the school, as they had continued to see decreasing enrollment, and improvements to the building were very expensive.

In the coming weeks, we will be reaching out to leadership at GA to discuss this, and to see what assistance we may be able to provide them with developing a new use for their site, and hopefully being able to preserve this historic building.

If you have any questions on this, please let me know.