AGENDA
CHASKA CITY COUNCIL
CHASKA CITY HALL - COUNCIL CHAMBERS & ZOOM
Monday, March 6, 2023
7:00 PM

1. CLOSED SESSION - 5:30 - 7:00 PM

   1.A. City Administrator's Annual Review
   Under Minnesota Statute Section 13D.05 Subdivision 3(a) the City Council has the authority to conduct a closed session for the review of any employee under our direct supervision. The only topic of the discussion in this closed session will be the performance review of City Administrator Matt Podhradsky. The meeting will be taped, and the recording kept for three years, as required by the Minnesota Open Meeting Law. As is required by State Statute, a summary of conclusions regarding the evaluation will be given at the next open session of the Chaska City Council.

2. OPEN SESSION - 7:00 PM

3. Call to Order

4. Pledge of Allegiance

5. Roll Call

6. Adopt Agenda

7. Visitor Presentation

   7.A. Steve Albrecht, Shakopee Mdewakanton Sioux Community – Proposal for Organics Facility and Associated Access Improvements on TH 41 south of the MN River Crossing

      7.A.i. Presentation

8. Approve Previous Meeting Minutes

   8.A. City Council Meeting Minutes 2-27-2023

9. Consent Items

   9.A. Adopt Resolution No. 2023-21 Authorizing Agreement for TH41 Improvements (Hwy 5 to Pioneer Trail)

10. Action Items

    10.A. Motion to Authorize Negotiation of Contracts for Architectural and Engineering Services and Construction Management Services for the Public Safety Facility

11. CLOSED SESSION

    11.A. Council will meet in closed session pursuant to Minn Stat. 13D.05, subd. 3(b) for attorney client privileged communication with the City Attorney regarding arbitration proceedings with Mueller Systems, LLC.

12. OPEN SESSION

13. Bills

    13.A. ACCOUNTS PAYABLE CLAIMS ROSTER 3-6-2023

14. Other Business

    14.A. City Administrator's Report

        14.A.i. Biweekly 3-6-2023

    14.B. Hawk Pride Recap

15. Adjourn

SMSC ORGANICS RECYCLING FACILITY

952.233.9191 • SMSCORF.COM
1905 MYSTIC LAKE DRIVE S, SHAKOPEE, MN

OWNED AND OPERATED BY THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY

What is the SMSC Organics Recycling Facility

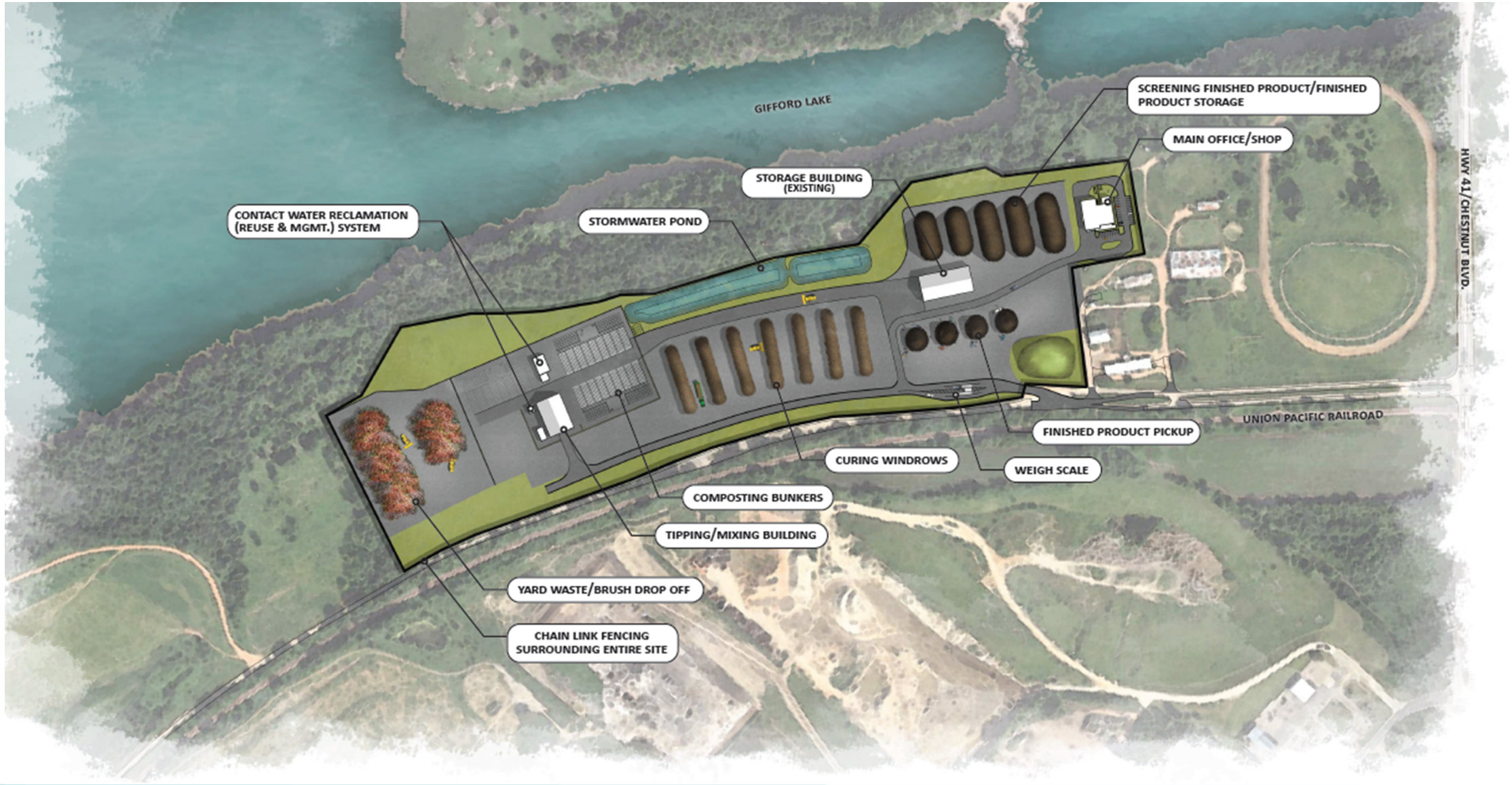
- The SMSC's Organics Recycling Facility (ORF) collects and recycles organic waste to create useful materials, such as high-quality compost and mulch.
- Current facility is one of only two large-scale composting facilities processing source-separated organics in the metro area annually preventing an average of 70,000 tons of organic waste from entering landfills.
- Facilities like this are needed to help meet the Minnesota Pollution Control Agency's goal of recycling 75% of Minnesota's waste by 2030.

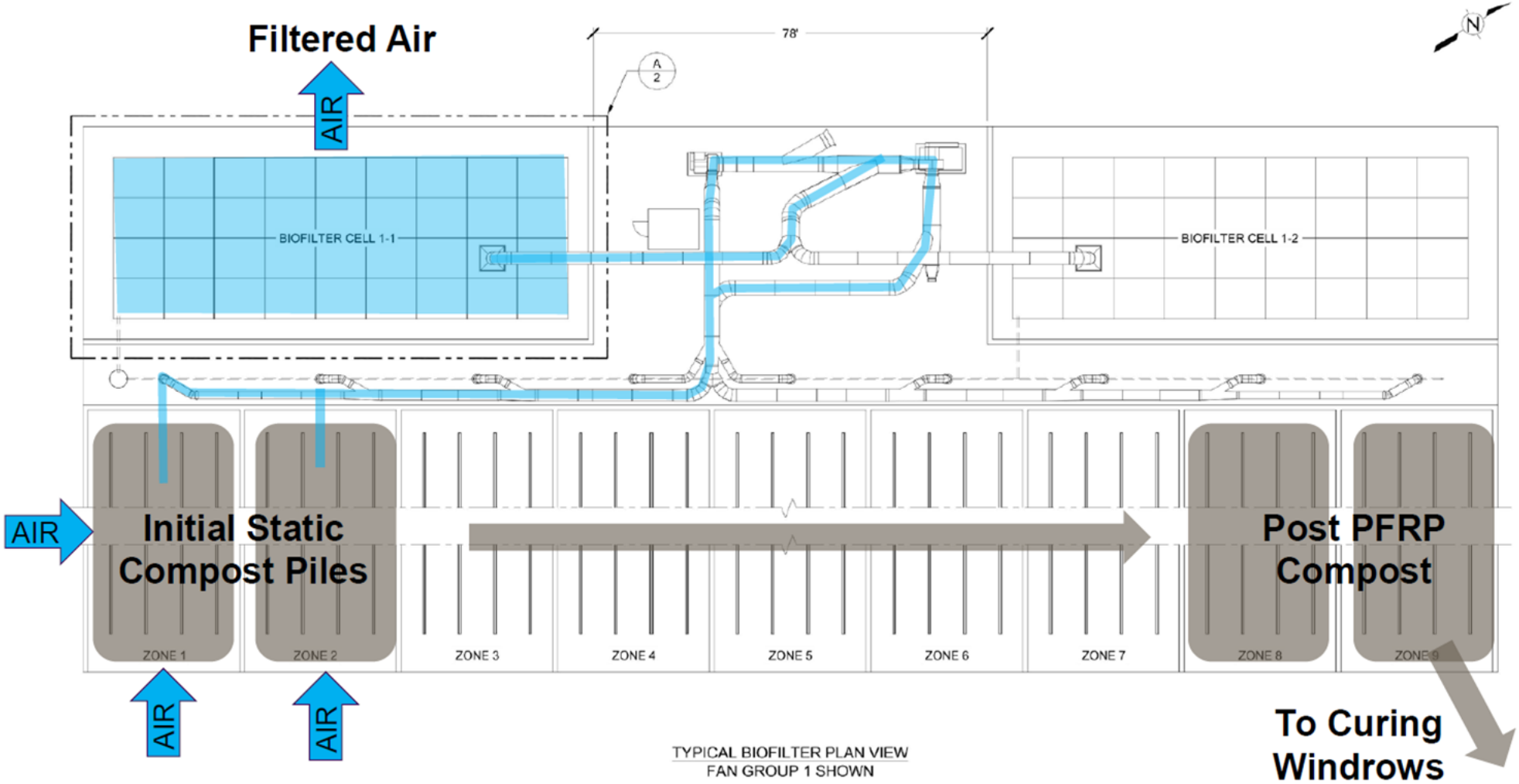
New SMSC Organics Recycling Facility

- 93-acre site in Louisville Township adjacent to Dem-Con Landfill & Bryan Rock Products Quarry (including RenFest)
- Facility will utilize state-of-the-art Aerated Static Pile system (odor control and processing) and Storm Water Management System (PFAS management)
- SMSC will also make intersection improvements at TH 41 (turn/by-pass lanes)

- New Facility can process up to 172,000 tons of organics per year including 35,000 tons/yr of SSO at full build-out
- Efforts at the facility support improving public health, reducing reliance on landfills, conserving energy and natural resources, and reducing pollution and greenhouse gas emissions.
- The diversion of organic waste from landfills to the SMSC facility will reduce carbon dioxide equivalent emissions by an estimated 21,000 metric tons per year at full capacity.

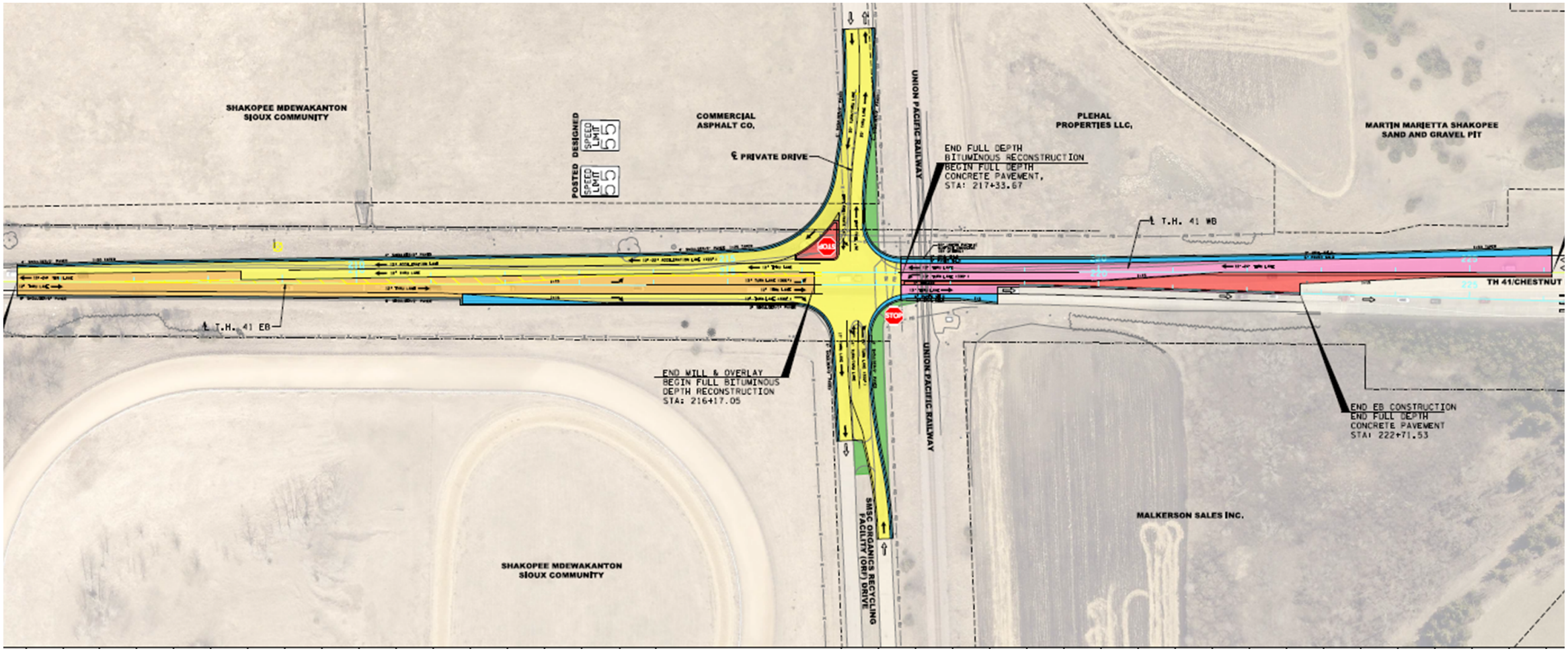
SMSC Organics Recycling Facility





TYPICAL BIOFILTER PLAN VIEW
FAN GROUP 1 SHOWN

TH 41 Improvements



Schedule

• EAW Comment Period Ends	March 23, 2023
• MPCA & Scott County Permitting	April - June 2023
• TH41 Intersection Grading/RR Crossing Widening	May - June 2023
• ORF Project Construction	June 2023 – June 2024
• TH 41 Intersection Paving/RR Signal Installation	June 2024
• Facility Opening	June/July 2024

Questions

DRAFT

- MINUTES -
CHASKA CITY COUNCIL
FEBRUARY 27, 2023

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

2.Pledge of Allegiance

3. Roll Call
Roll call was taken. Present: Mayor Pro Tem Huang and Councilmembers Grau, Hatfield, Hubbard, and Huang.

Absent: Mayor Windschitl

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

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

5. Visitor Presentation
No one wished to present to the Council.

6. Approve Previous Meeting Minutes
6.A. Approve the February 6, 2023 City Council Meeting Minutes
Motion by Councilmember Grau, second by Councilmember Hubbard to approve the minutes of the February 6, 2023 City Council meeting.
Motion carried.

7. Consent Agenda
Motion by Councilmember Hatfield, second by Councilmember Grau to approve the Consent Agenda Items A through K:

A. Adopt Resolution No. 2023-9 Approving the Final Plat for Club West 11th/Tradition Development/PC #2023-02

Motion to adopt Resolution No. 2023-9 approving the Club West 11th Addition Final Plat for an 18-lot subdivision (PC #2023-02).

B. Adopt Resolution No. 2023-14 Ratifying 2023 Cogeneration and Small Power Production Tariff for the City's Electric Utility

Motion to adopt Resolution No. 2023-14 Ratifying 2023 Cogeneration and Small Power Tariff for the City's Electric Utility.

DRAFT

C. Appointment of Heritage Preservation Commission Chair and Vice Chair

Motion to approve Kristine Kohman to serve as Chairperson of the Heritage Preservation Commission for calendar year 2023.

Motion to approve Steve Mueller to serve as Vice-Chairperson of the Heritage Preservation Commission for calendar year 2023.

D. Appointment of Planning Commission Chair and Vice-Chair

Motion to appoint Rob Brass to serve as Chairperson of the Planning Commission and Todd Urbanski as Vice-Chairperson of the Planning Commission for calendar year 2023.

E. Audit Engagement Letter for 2022 Audit

Motion to approve the 2022 Audit Engagement Letter with MMKR dated February 7, 2023, and authorize the Mayor and City Administrator to sign the Audit Engagement Letter.

F. Adopt Ordinance No.1031 Approving the Zoning Ordinance Amendment to Section 15.24 Shoreland Management/City of Chaska/PC #2023-07

Motion to adopt Ordinance No. 1031 approving the Zoning Ordinance Amendment to modify Section 15.24 (Shoreland Management) of the Zoning Ordinance.

G. Adopt Resolution No 2023-15 and 2023-16 Amending 2022 and 2023 Fund Budgets

G.i. Res 2023-15

G.ii. Res 2023-16

Motion to adopt Resolution 2023-15 Amending 2022 Fund Budgets and 2023-16 Amending 2023 Fund Budgets.

H. Downtown Chaska TH 41/CSAH 61 - Underpass and Recreational Trail Permit Agreement

Motion to authorize the Mayor and Administrator to execute the Underpass and Recreational Trail Permit Agreement for the Downtown Chaska TH 41/CSAH 61 Improvement Project.

Adopt Resolution No. 2023-18 Supporting a Request for State Bonding for County Highway 18 (West 82nd Street)

I. Adopt Resolution No. 2023-19 Approving Premises Gambling Permit for Chaska Lions Club at Patron's Mexican Restaurant

Motion to Adopt Resolution 2023-19 approving the premises permit application for the Chaska Lions Club, to conduct lawful/charitable gambling at Patron's Mexican Restaurant.

J. Adopt Resolution No. 2023-22 Approve the State of Minnesota Joint Powers Agreement on behalf of the City Attorney and Police Department

Resolution Authorizing State of Minnesota Joint Powers Agreement with the City of Chaska on Behalf of its City Attorney and Police Department.

City Administrator Podhradsky pointed out Consent Item 7.H. Downtown Chaska TH 41/CSAH 61 - Underpass and Recreational Trail Permit Agreement is meant to be funded by the County. However, the County doesn't have the funds available in line with the timeline for the TH 41 projects. It has been decided Chaska will pay for the initial construction, and the County will reimburse the City for expenses.

Motion carried.

8. Action Items

8.A. Public Hearing to Consider Certification of Spring 2023 Delinquent Utilities

DRAFT

City Administrator Podhradsky introduced the item and provided a presentation on it.

Mayor Pro Tem Huang opened the public hearing at 7:06 p.m.

No one wished to address the Council.

Mayor Pro Tem Huang opened the public hearing at 7:07 p.m.

Councilmember Grau asked if the numbers are typical for Chaska. City Administrator Podhradsky stated it is pretty typical, and the collected fees are pretty low in the scheme of things. He added the payees are rather consistent and have worked with the City for quite some time. Staff works with the payees to implement a payment plan as a form of relief.

8.A.i Approve Resolution 2023-17 Spring 2023 Delinquent Utilities
Motion by Councilmember Hubbard, second by Councilmember Hatfield to adopt a Resolution 2023-17 approving certification of delinquent utilities and miscellaneous unpaid charges to Carver County for collection with the payable 2024 property taxes.
Motion carried.

8.B. Approval to Move Forward With Phase II of Professional Services Agreement for Facility Naming Rights and Sponsorship
City Administrator Podhradsky introduced the item to the Council and Parks and Recreation Director Marshall Grange provided a presentation on it.

Councilmember Grau stated the City needs to continue to plan for reinvestment in the community. The option is beneficial to both users and non-users.

Councilmember Hubbard noted she likely has the most reservations of people on the Council, but she is open to listening. There will be opportunities for the community to give input as well. Brand identity is important, even for a City, and sponsorships create certain optics.

City Administrator Podhradsky explained the process allows the Council to explore options before making a decision. He pointed out Parks and Recreation Director Grange and his team have done a great job navigating the possibilities.

Mayor Pro Tem Huang stated it is the role of the Council to steward taxpayer dollars appropriately. Staff has done a great job to determine a creative alternative to fund programs after the loss of State money that also doesn't increase taxes or fees. Mayor Pro Tem Huang agreed branding is important, and the City should only move forward with a sponsor if their values are in line with the City of Chaska.

City Administrator Podhradsky added it is a six to 12 month process, so updates will be provided to the Council.

DRAFT

Motion by Councilmember Hatfield, second by Councilmember Grau to authorize staff to enter into phase II of the professional services agreement for facility naming rights and sponsorship with The Superlative Group.
Motion carried.

9. Bills
9.A. Accounts Payable Claims Roster 27-2-2023
The Council requested further information about bills on pages 5, 33 and Quest re: Wi-Fi and access points.

City Administrator Podhradsky provided further information regarding those bills.

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

10. Other Business
10.A. City Administrator's Report
City Administrator Podhradsky noted there is an Employee Appreciation Breakfast coming up.

10.A.i. Bi-Weekly Report 27-2-2023

Councilmember Hatfield:
- Noted a Hwy 41 Open House on Thursday, March 9, 2023 at the Chaska Event Center.
- Shared a business meeting for Hwy 41 is being held Thursday, March 2, 2023 in Chambers.
- Stated there are monthly meetings on the second Friday of each month regarding Hwy 41.
- Added Carver County Library is doing an introductory course regarding GIS both in-person at the Chanhassen Library or via Facebook on Saturday, March 4, 2023.
- Pointed out it is Employee Appreciation Week and thanked City Staff for their work. City Administrator Podhradsky noted there is an Employee Appreciation Breakfast coming up.

Councilmember Hatfield:
- Explained the Chaska chapter of Communities of Belonging had their three-part series in partnership with the YMCA. The theme was telling Chaska's story.
- Wished her son a Happy Birthday!

Councilmember Grau:
- Pointed out the median outside the Curling Center was hit again.
- Asked if there were issues with the storm drains. Administrator Podhradsky stated crews were out to clean up the storm drains.
- Gave a shout out to the Chaska Police Department and their Twitter.

City Administrator Podhradsky:

DRAFT

- Noted there would be two closed sessions coming up, one regarding his review and another about water meter issues.
- Stated MMPA performed really well last year.
- Provided an update on the sustainable energy efforts in Chaska.

Parks and Recreation Director Grange:
- Stated the weekend of March 10 the Curling Center will be hosting an event.
- Added Friday, March 17, 2023 will be the indoor carnival.

Assistant City Administrator Durbin
- Explained updates to the storefront loan improvement program will return to the Council.

Mayor Pro Tem Huang:
- Stated the Suburban Transit Association hosted a legislative breakfast. There is a lot of support for micro-transit for Minneapolis and the Metro area.
- Thanked Staff for their efforts after the recent snowstorm.

11. Adjourn
Motion by Councilmember Hatfield, second by Councilmember Grau to adjourn the meeting at 8:15 p.m.
Motion carried.

REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/6/2023

Subject: MnDOT Resurfacing and 82nd Street Signal Improvement Project for TH41 (Hwy 5 to Pioneer Trail)

Prepared By: Matthew Clark, City Engineer

Beginning in Spring of 2023, MnDOT as the lead agency, will be coordinating a resurfacing improvement project along Hwy 41 between Pioneer Trail and Highway 5 in both Chaska and Chanhassen. The project includes a mill and overlay of the highway pavement, replacing the traffic signal at 82nd Street, improving ADA pedestrian ramps, and repairing drainage and safety improvements. MnDOT will also be incorporating into the project the requested access change by the businesses into the Pondview Development. The state project will provide for constructing a right in/out at the development entrance which is located north of the new roundabout at Peavey and the existing roundabout at Lyman.

A state project website https://www.dot.state.mn.us/metro/projects/hwy41chaska/index.html has been setup to provide project information and key updates which can also be found on the City's website. MnDOT, Chaska, and the Oak Ridge Development communications teams have been coordinating with the area businesses along the corridor on both projects. MnDOT previously held an open house meeting for the project back in November and is planning to hold a follow up open house on Wednesday, March 8th at Chaska Middle School East. Residents and businesses in the project area have been invited to attend along with any others that may have interest in learning more about the improvements and traffic impacts.

82nd Street is the northern boundary that divides Chaska and Chanhassen with both communities' financial obligation to the project being costs associated with the local street legs of the signal. Based on MnDOT's cost share policy, both Chaska and Chanhassen's share of the signal is 25% of the overall signal construction, cabinet, engineering and administration costs which are estimated to be $101,700. Chaska's share of the signal costs are eligible for reimbursement through municipal state aid funds which are planned to support the City's project costs.

The overall project is being administered by MnDOT with the signal being the only City contribution. With the project occurring in both Chaska and Chanhassen a waiver of consent for local approval of the project is required. Further a signal agreement is attached to define ownership and maintenance. Chanhassen has provided the state with consent of approval. Staff is recommending council approval of waiving consent to the overall project and authorize the Mayor and City Administrator execute the signal agreement.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2023-21 to Waive Municipal Consent and to enter into MnDOT Cooperative Construction Agreement No. 1051703 for the State Project No. 1008-96 for improvements along Trunk Highway 41.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE_____3/6//23_____RESOLUTION NO.___2023-21_____

MOTION BY COUNCILMEMBER_____SECOND BY COUNCILMEMBER_____

Resolution to Waive Municipal Consent and enter into Agreement No. 1051703 with MnDOT for TH41 Improvements (Hwy 5 to Pioneer Trail)

WHEREAS, the Commissioner of Transportation has prepared a final design for State Project 1008-96 on Trunk Highway 41, from Highway 5 to 0.21 miles north of Pioneer Trail within the City of Chaska and Chanhassen for surface and signal improvements and other associated construction; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167; and

WHEREAS, said final design is on file in the Metro District Minnesota Department of Transportation office, Roseville, Minnesota, being marked as S.P. 1008-96, from R.P. 004+00.947 to 007+00.207; and

WHEREAS, as part of the project, the existing traffic signal at the intersection of 82nd Street and TH41 will be replaced; and

WHEREAS, the city of Chaska is responsible for funding its portion of the new traffic signal at the intersection of 82nd Street and TH41.

NOW, THEREFORE, BE IT RESOLVED that the City Council waives the municipal consent approval action, described in Minnesota Statutes 161.162 to 161.167, of the final design for SP 1008-96 for the improvement of said Trunk Highway 41 within the corporate limits and agrees to enter into MnDOT Agreement No. 1051703 with the State of Minnesota Department of Transportation for the following purposes:

To provide for payment by the city of Chaska to the State for the City of Chaska's share of the costs of the Signal System construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway 41 from 0.21 miles north of Pioneer Trail to Trunk Highway No. 5 within the corporate Chaska City limits under State Project No. 1008-96.

IT IS FURTHER RESOLVED that the Mayor and Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 27th day of February 2023.

_____
Mark Windschitl, Mayor

Attest:_____
Deputy Clerk

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Chaska at an authorized meeting held on the 27th day of February, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____day of_____, 2023

_____
Notary Public

_____
My Commission Expires

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF CHASKA
AND
CITY OF CHANHASSEN
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (SP):	**1008-96**
Trunk Highway Number (TH):	**41=260**
State Aid Project Number (SAP):	**196-114-001**
State Aid Project Number (SAP):	**194-121-001**
Federal Project Number:	**STBG 1023(106)**
Signal System ID:	**4361702**

Chaska Estimated Amount Receivable
$101,666.85

Chanhassen Estimated Amount Receivable
$101,666.85

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State), The City of Chaska, acting through its City Council (Chaska), and the City of Chanhassen, acting through its City Council (Chanhassen).

Recitals

1. The State will perform grading, bituminous mill and overlay, ADA improvements, and signal construction and other associated construction upon, along, and adjacent to Trunk Highway No. 41 from 0.21 miles north of Pioneer Trail to Trunk Highway No. 5 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 1008-96 (TH 41=260) (Project); and
2. Chaska will participate in the costs of the Signal System construction, EVP, State Furnished Materials, and associated construction engineering; and
3. Chanhassen will participate in the costs of the Signal System construction, EVP, State Furnished Materials, and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by Chaska and Chanhassen; 11. Liability; Worker Compensation Claims; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure. The terms and conditions set forth in Article 4. Signal

System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

1.4. ***Plans, Specifications, and Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 1008-96 (TH 41=260) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).

1.5. ***Exhibits.*** Preliminary Schedule "I" is on file in the office of Chaska's City Engineer, in the office of Chanhassen's Public Works Director/City Engineer, and attached and incorporated into this Agreement.

2. Construction by the State

2.1. ***Contract Award.*** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. ***Direction, Supervision, and Inspection of Construction***

A. ***Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. ***Inspection by Chaska and Chanhassen.*** Chaska and Chanhassen participation construction covered under this Agreement will be open to inspection by Chaska and Chanhassen. If Chaska or Chanhassen believes Chaska or Chanhassen participation construction covered under this Agreement has not been properly performed or that the construction is defective, Chaska or Chanhassen will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by Chaska or Chanhassen are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed Chaska and Chanhassen participation construction covered under this Agreement.

2.3. ***Plan Changes, Additional Construction, Etc.***

A. The State will make changes in the Project Plans and contract construction, which may include Chaska and Chanhassen participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate Chaska and Chanhassen officials of any proposed addenda and change orders to the construction contract that will affect Chaska and Chanhassen participation construction covered under this Agreement.

B. Chaska or Chanhassen may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

2.4. ***Satisfactory Completion of Contract.*** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. ***Permits***

A. Chaska and/or Chanhassen will submit to the State's Utility Engineer an original permit application for all utilities owned by Chaska or Chanhassen to be constructed hereunder that are upon and within the

Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).

2.6. ***Replacement of Castings.*** Adjustments to certain Chaska or Chanhassen-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. Chaska or Chanhassen will furnish the contractor with new units and/or parts for those in place Chaska or Chanhassen-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by Chaska and Chanhassen

Upon completion of the Project, Chaska and Chanhassen will provide the following within their respective corporate City limits and without cost or expense to the State:

3.1. ***Sidewalks.*** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

3.2. ***Trails.*** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trails in a safe and usable condition.

3.3. ***Additional Drainage.*** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.

4. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on TH 41 at 82nd St. W.

4.1. ***Chaska and Chanhassen Responsibilities***

A. ***Power.*** Chaska and Chanhassen will be jointly responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System, EVP System at the shared cost of 50 percent Chaska and 50 percent Chanhassen. Chanhassen will receive the bill for said hook-up, application, and monthly electrical service costs and will invoice Chaska for 50 percent of the cost.

B. ***Minor Signal System Maintenance.*** Chanhassen will provide for the following, without cost to the State, and will invoice Chaska for 50 percent of the cost to perform the following:

i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

ii. Replace the Signal System LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

iii. Clean the Signal System controller cabinet and service cabinet exteriors.

iv. Clean the Signal System and luminaire mast arm extensions.

v. Paint and maintain the cross-street pedestrian crosswalk markings.

4.2. ***State Responsibilities***

A. ***Timing; Other Maintenance.*** The State will maintain the signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to Chaska or Chanhassen. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

B. ***EVP System Operation.*** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:

i. All maintenance of the EVP System must be done by State forces.

ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. Chaska and Chanhassen will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.

iii. Malfunction of the EVP System must be reported to the State immediately.

iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after Chaska or Chanhassen receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

v. All timing of the EVP System will be determined by the State.

4.3. ***Right-of-Way Access.*** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

4.4. ***Related Agreements.*** This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 79738R, dated June 12, 2000, between the parties for the intersection of TH 41 at 82nd St. W.

5. Basis of Chaska Cost

5.1. ***Schedule "I".*** The Preliminary Schedule "I" includes anticipated Chaska participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.

5.2. ***Chaska Participation Construction.*** Chaska will participate in the following at the percentages indicated. The construction includes Chaska's proportionate share of item costs for Mobilization and Traffic Control.

A. 25 Percent will be Chaska's rate of cost participation in all of the Signal System construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I."

5.3. ***State Furnished Materials.*** The State will furnish an ATC Cabinet 350, Autoscope System, 4 video detection cameras, PTZ camera, and fiber (State Furnished Materials), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. Chaska's lump sum share for State Furnished Materials is **$19,458.25**. Chaska's cost share for State Furnished Materials will be added to Chaska's total construction cost share as shown in the Schedule "I."

5.4. ***Construction Engineering Costs.*** Chaska will pay a construction engineering charge equal to 8 percent of the total Chaska participation construction covered under this Agreement.

5.5. ***Plan Changes, Additional Construction, etc.*** Chaska will share in the costs of construction contract addenda and change orders that are necessary to complete Chaska participation construction covered under this Agreement, including any Chaska requested additional work and plan changes.

The State reserves the right to invoice Chaska for the cost of any additional Chaska requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

5.6. ***Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

6. Chaska Cost and Payment by Chaska

6.1. ***Chaska Cost.*** **$101,666.85** is Chaska's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

6.2. ***Conditions of Payment.*** Chaska will pay the State Chaska's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:

A. Execution of this Agreement and transmittal to Chaska, including a copy of the Revised Schedule "I."

B. Chaska's receipt of a written request from the State for the advancement of funds.

6.3. ***Acceptance of Chaska's Cost and Completed Construction.*** The computation by the State of the amount due from Chaska will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon Chaska as to the satisfactory completion of the contract construction.

6.4. ***Final Payment by Chaska.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to Chaska. The Final Schedule "I" will be based on final quantities and include all Chaska participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of Chaska participation construction exceeds the amount of funds advanced by Chaska, Chaska will pay the difference to the State without interest. If the final cost of Chaska participation construction is less than the amount of funds advanced by Chaska, the State will refund the difference to Chaska without interest.

The State and Chaska waive claims for any payments or refunds less than $5.00 according to Minnesota Statutes § 15.415.

7. Basis of Chanhassen Cost

7.1. ***Schedule "I".*** The Preliminary Schedule "I" includes anticipated Chanhassen participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.

7.2. ***Chanhassen Participation Construction.*** Chanhassen will participate in the following at the percentages indicated. The construction includes Chanhassen's proportionate share of item costs for Mobilization and Traffic Control.

A. 25 Percent will be Chanhassen's rate of cost participation in all of the Signal System construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I."

7.3. ***State Furnished Materials.*** The State will furnish an ATC Cabinet 350, Autoscope System, 4 video detection cameras, PTZ camera, and fiber (State Furnished Materials), according to the Project Plans, to operate the traffic control signal system covered under this Agreement. Chanhassen's lump sum share for State Furnished Materials is **$19,458.25**. Chanhassen's cost share for State Furnished Materials will be added to Chanhassen's total construction cost share as shown in the Schedule "I."

7.4. ***Construction Engineering Costs.*** Chanhassen will pay a construction engineering charge equal to 8 percent of the total Chanhassen participation construction covered under this Agreement.

7.5. ***Plan Changes, Additional Construction, etc.*** Chanhassen will share in the costs of construction contract addenda and change orders that are necessary to complete Chanhassen participation construction covered under this Agreement, including any Chanhassen requested additional work and plan changes.

The State reserves the right to invoice Chanhassen for the cost of any additional Chanhassen requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

7.6. ***Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

8. Chanhassen Cost and Payment by Chanhassen

8.1. ***Chanhassen Cost.*** **$101,666.85** is Chanhassen's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

8.2. ***Conditions of Payment.*** Chanhassen will pay the State Chanhassen's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I," after the following conditions have been met:

A. Execution of this Agreement and transmittal to Chanhassen, including a copy of the Revised Schedule "I."

B. Chanhassen's receipt of a written request from the State for the advancement of funds.

8.3. ***Acceptance of Chanhassen's Cost and Completed Construction.*** The computation by the State of the amount due from Chanhassen will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon Chanhassen as to the satisfactory completion of the contract construction.

8.4. ***Final Payment by Chanhassen.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to Chanhassen. The Final Schedule "I" will be based on final quantities and include all Chanhassen participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of Chanhassen participation construction exceeds the amount of funds advanced by Chanhassen, Chanhassen will pay the difference to the State without interest. If the final cost of Chanhassen participation construction is less than the amount of funds advanced by Chanhassen, the State will refund the difference to Chanhassen without interest.

The State and Chanhassen waive claims for any payments or refunds less than $5.00 according to Minnesota Statutes § 15.415.

9. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

9.1. The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
Telephone:	(651) 366-4634
Email:	malaki.ruranika@state.mn.us

9.2. Chaska's Authorized Representative will be:

Name, Title:	Matt Clark, City Engineer (or successor)
Address:	One City Hall Plaza, Chaska, MN 55318
Telephone:	(952) 227-7522
Email:	mclark@chaskamn.gov

9.3. Chanhassen's Authorized Representative will be:

Name, Title:	Charlie Howley, Public Works Director/City Engineer (or successor)
Address:	7901 Park Place, Chanhassen, MN 55317
Telephone:	(952) 227-1169
Email:	chowley@chanhassenmn.gov

10. Assignment; Amendments; Waiver; Contract Complete

10.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit Chaska or Chanhassen from contracting with a third-party to perform Chaska or Chanhassen maintenance responsibilities covered under this Agreement.

10.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

10.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

10.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, Chaska, and Chanhassen. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. Liability; Worker Compensation Claims

11.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Chaska and Chanhassen.

11.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

12. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Chaska's and Chanhassen's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

14. Government Data Practices

Chaska, Chanhassen, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Chaska and Chanhassen under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Chaska, Chanhassen, or the State.

15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination; Suspension

16.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

16.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to Chaska and Chanhassen.

16.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

CITY OF CHASKA

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF CHANHASSEN

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Manager

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement No. 1051703
Cities of Chaska and Chanhassen

SP 1008-96 (TH 41=260) Preliminary: January 30, 2023
SAP 196-114-001, SAP 194-121-001
Fed. Proj. STBG 1023(106)

Grading, bituminous mill and overlay, ADA improvements, and signal construction to start approximately 6/1/2023 under
State Contract No. ____ with ____
located on TH 41 from 0.21 miles north of Pioneer Tr. to TH 5

CHASKA COST PARTICIPATION	
Signal System Work Items (From Sheet No. 2)	74,677.73
State Furnished Materials (From Sheet No. 2)	19,458.25
Subtotal	$94,135.97
Construction Engineering (8%)	7,530.88
(1) **Total Chaska Cost**	**$101,666.85**

CHANHASSEN COST PARTICIPATION	
Signal System Work Items (From Sheet No. 2)	74,677.73
State Furnished Materials (From Sheet No. 2)	19,458.25
Subtotal	$94,135.97
Construction Engineering (8%)	7,530.88
(2) **Total Chanhassen Cost**	**$101,666.85**

(1) Amount of advance payment as described in Article 6 of the Agreement (estimated amount)
(2) Amount of advance payment as described in Article 8 of the Agreement (estimated amount)

(1) 40% FEDERAL, 10% STATE, 25% CITY OF CHASKA, 25% CITY OF CHANHASSEN

1051703

ITEM NUMBER	SP 1008-96, SAP 196-114-001, SAP 194-121-001 SIGNAL SYSTEM WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.18	103,443.22	18,619.78
2563.601	TRAFFIC CONTROL	LUMP SUM	0.18	69,442.72	12,499.69
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	1.00	9,203.25	9,203.25
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	1.00	258,388.20	258,388.20
				TOTAL	$298,710.92
	(1) 40% FEDERAL		$119,484.37		
	10% STATE		$29,871.09		
	25% CHASKA (STATE AID)		**$74,677.73**		
	25% CHANHASSEN (STATE AID)		**$74,677.73**		

(2) 50% STATE, 25% CITY OF CHASKA, 25% CITY OF CHANHASSEN

ITEM NUMBER	SP 1008-96, SAP 196-114-001, SAP 194-121-001 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (2)
	ATC CABINET 350	EACH	1.00	39,425.64	39,425.64
	AUTOSCOPE SYSTEM	EACH	1.00	3,258.79	3,258.79
	VIDEO DETECTION CAMERA	EACH	4.00	7,372.06	29,488.24
	PTZ CAMERA	EACH	1.00	4,740.74	4,740.74
	FIBER	EACH	1.00	919.57	919.57
				TOTAL	$77,832.98
	(2) 50% STATE		$38,916.49		
	25% CHASKA (STATE AID)		**$19,458.25**		
	25% CHANHASSEN (STATE AID)		**$19,458.25**		

DocuSign Envelope ID: 637CC4E8-E2E0-4F08-A315-2EE7FC9D0BB7

CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA

DATE: January 23, 2023 **RESOLUTION NO: 2023-08**

MOTION BY: McDonald **SECONDED BY: von Oven**

A RESOLUTION AUTHORIZING ENTERING INTO MNDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1051703 FOR THE TH 41 IMPROVEMENT PROJECT

WHEREAS, MnDOT will be resurfacing the pavement and making other minor improvements along TH41 between Pioneer Trail and TH5, State Project No. 1008-96; and

WHEREAS, as part of the project, the existing traffic signal system at the intersection of TH41 and 82nd Street will be replaced; and

WHEREAS, since approximately half of the Right-of-Way (ROW) of 82nd Street is under Chanhassen jurisdiction, MnDOT requires a cost share from the city to pay the prorated portion of the signal system costs, and to require long-term maintenance of particular signal system components.

NOW, THEREFORE, BE IT RESOLVED that the Chanhassen City Council hereby authorizes entering into MnDOT Agreement No. 1051703 with the State of Minnesota, Department of Transportation to provide for payment of the city's share of the costs of the Signal System construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 41 from 0.21 miles north of Pioneer trail to Trunk Highway No. 5 within the corporate Chanhassen city limits under State Project No. 1008-96.

BE IT FURTHER RESOLVED that the Mayor and City Manager are authorized to execute the Agreement and any amendments to the Agreement.

PASSED AND ADOPTED by the Chanhassen City Council this 23rd day of January, 2023.

ATTEST:

DocuSigned by:
Kim J. Meuwissen
27A7BEAB6267418...
Kim Meuwissen, City Clerk

DocuSigned by:
Elise Ryan
D0665DC57B5943C...
Elise Ryan, Mayor

YES	NO	ABSENT
Ryan		Schubert
McDonald		
von Oven		
Kimber		

DEPARTMENT OF TRANSPORTATION

Office of Project Management and Technical Support
Cooperative Agreements Unit, Mail Stop 682
395 John Ireland Blvd., St. Paul, MN 55155

Memo

To: **Heather Gardner**
Principal Engineer

From: **Malaki Ruranika**
Cooperative Agreements Engineer Malaki Ruranika Digitally signed by Malaki Ruranika Date: 2023.02.08 11:10:17 -06'00'

Date: **January 30, 2023**

Subject: **Proposed Cooperative Construction Agreement 1051703**
Cities of Chaska and Chanhassen
SP 1008-96 (TH 41=260)
Federal Project STBG 1023(106)
City Payment for TH 41 Construction

Transmitted herewith is a proposed agreement with the Cities of Chaska and Chanhassen. This agreement provides for payment of the Cities' share of the costs of signal system construction to be performed on TH 41.

Present this agreement to the Cities' Councils for their approval and signatures of the Council-authorized officers. Also required are resolutions passed by each Council authorizing the Cities to enter into the agreement and naming the officers authorized to sign the agreement on their behalf. Suggested forms of such resolutions are included with this transmittal.

Electronic signatures are encouraged. When using electronic signatures, the signatories must not lock the document and all parties must sign the same document. The Councils' resolutions must be attached to the end of the pdf prior to any electronic signatures. Please remove the sample resolutions if the Cities are providing their own resolutions.

Send the executed agreement and resolution to elliot.keyes@state.mn.us as soon as possible after the Cities has signed. A copy will be returned to the Cities when fully executed and after the project has been awarded.

Please copy me and elliot.keyes@state.mn.us on your email transmitting the agreement to the Cities for approval.

cc: File

REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/06/2023

Subject: **Motion to Authorize Negotiation of Contracts for Architectural and Engineering Services and Construction Management Services for the Public Safety Facility**

Prepared By: Matt Podhradsky, City Administrator
Elise Durbin, Assistant City Administrator

Background

In the fall of 2021, the City Council developed their Strategic Plan (2021-2025) and identified six strategic visions. One of these visions is "In 2025 Chaska has quality City facilities". From these visions, strategic directions were set. Strategic Direction Two is "Reinvesting in Core Assets: Facilities are adequate to meet growth and reflect community pride." This vision and strategic direction were identified as city facilities are over 30 years old with little reinvestment put into them, and no longer are able to accommodate the growth in the community since they were built.

In 2022, work was done looking at the existing city facilities, including the Municipal Services Building, Fire, and City Hall/Police/Library. High level conceptual plans for updates and expansion were developed for all facilities in the spring, and community engagement was held throughout the summer. On December 19, the 2023 budget was adopted which included funding to begin the building program. Throughout the process, it was noted that the facilities cannot be updated all at once—but rather will be done back-to-back. The first facility to move forward would be a Public Safety facility (combined police and fire) on the existing Fire Station property.

Architectural and Engineering Services RFP

On November 21, the City Council authorized staff to move forward with issuing a Request for Proposals (RFP) for Architectural and Engineering Services for the Public Safety facility. In that RFP, it was noted that the city was looking for full architectural and engineering design and construction services—including architectural, engineering (civil, structural, electrical, mechanical), space programming, schematic design and construction documents. The firm selected through this process will be working with the city from design through post construction.

Proposal and Review

The proposals were due on December 20, and a total of ten were received, exceeding staff's expectations. Over the past two months, staff has been reviewing the proposals, conducting

interviews, touring other facilities, and talking with staff from other cities about their experience. Specific activities include:

- Internal staff review of all proposals. The ten proposals were narrowed down to five.
- In-person interviews with the five remaining firms were conducted on January 11 and 12. Members of the fire department, police department, public works/building maintenance, and administration conducted the interviews, and narrowed down the five firms to three.
- During the week of January 23, the same group of city staff who conducted the interviews did virtual or in-person tours of facilities designed by the three finalists. After those tours, the three firms were narrowed to two.
- On January 31, the two firms were invited for another interview with the group.
- During the month of February, staff spent time touring local police and fire facilities and talking with staff at those facilities about their experience with their architects.
- Also in February there were multiple meetings with two architectural firms. These meetings focused on understanding their approach and how they would look at both the fire side of the facility as well as the police side.

Throughout the process, staff considered a number of factors in the review. These included, strength and experience of the team, previous projects, understanding and approach to our project, involvement of the architectural team throughout the process, and ability to complete the project in the requested time, amongst others.

Staff Recommendation

As Council knows, the process to hire an architectural team took longer than anticipated. As staff moved throughout the process, we learned that while the architectural teams were proficient in what they did, some focused more heavily on police facilities while others focused more on fire. For a joint facility like this one, having an architectural team that can address the needs of both departments is critical. Throughout February, the staff review team took the time to tour local facilities and have extra meetings with the two architectural finalist teams to make sure we understood how each team was approaching both the fire and the police needs.

After taking in all considerations, staff recommends moving forward with CNH Architects, Inc. CNH is a full-service architectural firm and works with consulting engineers and other designers on their projects in both the public sector and private sector. Locally, they have completed the Burnsville Fire Station #1, Plymouth Fire Stations #2 and #3, Mendota Heights Fire Station, and Apple Valley Police Station. They are currently working on City Hall/Police Department projects in both Burnsville and Mendota Heights.

The total fee for CNH's proposal, plus reimbursables, is $2,063,690. As staff compared this fee to the other top proposals, all were within 4.5% to 5% of the entire project budget of $41 million.

Construction Manager

During the tours of existing facilities and in talking with city staff who have been through capital projects like this before, engaging with a construction manager early on in the project is key. The construction manager acts on the city's behalf throughout the project—from design through construction. This does not mean that city staff is not involved throughout the process, but the construction manager brings in a certain expertise that the staff does not have. They help the city make educated decisions and work for solutions with the city, architects, and contractors.

Over the past few years, the city has engaged RJM on a number of projects, and staff recommends bringing on RJM as a construction manager for this project from the start.

Next Steps

If the City Council approves moving forward with CNH as the recommended architect, staff envisions the next steps and approximate timeline as follows:

- Negotiate contracts with architect and RJM—within two to three weeks
- Schematic Design—March through June
    - Programming/user engagement
    - User input/surveys
    - Conceptual site and building plans
    - Cost estimates
- Design Development—June through September
    - User group meetings continue
    - Finalize site and building plans
    - Develop specifications
    - Cost estimates
- Contract Documents—October through January 2024
    - Finalize contract documents
    - Cost estimates
- Bidding and Contract Negotiations—February through March 2024
- Construction—Spring 2024 through Fall 2025

Once the architect is selected, then engagement with the City Council and the community will be defined and added into the timeline, as will the planning review process that is expected with any development.

<u>CITY COUNCIL ACTION REQUESTED</u>

Motion to authorize staff to negotiate a contract with CNH for architectural and engineering services for a new Public Safety Facility.

Motion to authorize staff to negotiate a contract with RJM for construction management services.

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING: **March 6, 2023**

Paid and Unpaid Invoices:
Check #'s 345953-346031 **$166,770.47**

Paid Electronic Invoices:
Wire #'s 3615-3624 **$346,218.51**

Amount for Approval-Council Meeting: March 6, 2023	**$512,988.98**

City of Chaska

VENDOR INVOICE LIST

Checks

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100016 ABM EQUIPMENT & SUPPLY INC										
0173355-IN CHECK DATE: 03/07/2023		02/16/2023	030723	345961	3,898.43	3,898.43	03/16/2023	INV	PD	#711 ACTUATOR AND LABO
103825 ACUSHNET COMPANY										
300443363 CHECK DATE: 03/07/2023		02/13/2023	030723	345962	-135.37	-135.37	04/15/2023	CRM	PD	RESALE CREDIT
915028611 CHECK DATE: 03/07/2023		02/22/2023	030723	345962	170.76	170.76	03/24/2023	INV	PD	RESALE
					35.39					
106669 ADIDAS AMERICA INC										
6158993682 CHECK DATE: 03/07/2023		02/20/2023	030723	345963	1,350.15	1,350.15	04/21/2023	INV	PD	RESALE
6159036224 CHECK DATE: 03/07/2023		02/25/2023	030723	345963	2,363.85	2,363.85	04/26/2023	INV	PD	RESALE
6159036688 CHECK DATE: 03/07/2023		02/26/2023	030723	345963	682.60	682.60	04/27/2023	INV	PD	RESALE
					4,396.60					
100068 ALOE CARE INTERNATIONAL LLC										
239948 CHECK DATE: 03/07/2023		02/27/2023	030723	345964	221.54	221.54	03/29/2023	INV	PD	RESALE
100073 AMARIL UNIFORM CO										
IV241254 CHECK DATE: 03/07/2023		02/19/2023	030723	345965	1,807.01	1,807.01	03/19/2023	INV	PD	G. WICKENHAUSER FR CLO
IV241255 CHECK DATE: 03/07/2023		02/19/2023	030723	345965	2,031.01	2,031.01	03/19/2023	INV	PD	N. EBERT FR CLOTHING -
IV241272 CHECK DATE: 03/07/2023		02/19/2023	030723	345965	1,793.05	1,793.05	03/19/2023	INV	PD	L. ROHLIK FR CLOTHING
IV241274 CHECK DATE: 03/07/2023		02/19/2023	030723	345965	2,169.05	2,169.05	03/19/2023	INV	PD	J. STORMS FR CLOTHING
IV241342 CHECK DATE: 03/07/2023		02/21/2023	030723	345965	1,637.92	1,637.92	03/21/2023	INV	PD	M. STEINBAUER FR CLOTH
IV241359 CHECK DATE: 03/07/2023		02/21/2023	030723	345965	1,773.60	1,773.60	03/21/2023	INV	PD	B. HEITZ FR CLOTHING C

Report generated: 03/02/2023 11:50
User: 8482mrob
Program ID: apinvlst

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
IV241379 CHECK DATE: 03/07/2023		02/21/2023	030723	345965	2,365.26	2,365.26	03/21/2023	INV	PD	D. PEORARO FR CLOTHING
					13,576.90					
100089 AMERICAN PRESSURE INC										
132805 CHECK DATE: 03/07/2023		02/22/2023	030723	345966	682.97	682.97	03/22/2023	INV	PD	#710 VACTOR AND STOCK
132868 CHECK DATE: 03/07/2023		02/27/2023	030723	345966	178.80	178.80	03/27/2023	INV	PD	#710 FLOW SWITCH VACTO
					861.77					
100103 ANCOM TECHNICAL CENTER										
113335 CHECK DATE: 03/07/2023		02/22/2023	030723	345967	255.00	255.00	03/24/2023	INV	PD	E11 HEADSET REPAIR
100146 ASPEN MILLS INC										
309462 CHECK DATE: 03/07/2023		02/22/2023	030723	345968	193.70	193.70	03/24/2023	INV	PD	DUTY UNIFORM-CODY
309463 CHECK DATE: 03/07/2023		02/22/2023	030723	345968	240.43	240.43	03/24/2023	INV	PD	DUTY UNIFORM-NUNEZ
309464 CHECK DATE: 03/07/2023		02/22/2023	030723	345968	241.54	241.54	03/24/2023	INV	PD	DUTY UNIFORM-CLARKSEAN
309465 CHECK DATE: 03/07/2023		02/22/2023	030723	345968	137.81	137.81	03/24/2023	INV	PD	DUTY UNIFORM-PETERSON
309466 CHECK DATE: 03/07/2023		02/22/2023	030723	345968	72.88	72.88	03/24/2023	INV	PD	DUTY UNIFORM-TARMAN
309467 CHECK DATE: 03/07/2023		02/22/2023	030723	345968	229.51	229.51	03/24/2023	INV	PD	DUTY UNIFORM-PIERCE
309468 CHECK DATE: 03/07/2023		02/22/2023	030723	345968	157.70	157.70	03/24/2023	INV	PD	DUTY UNIFORM-MORRISSEY
					1,273.57					
100155 AUBURN MANOR										
MAR 2023 CHECK DATE: 03/07/2023	230004	03/01/2023	030723	345969	200.00	200.00	03/31/2023	INV	PD	MAR SENIOR CITIZEN DON
100174 BAUER BUILT TIRE AND BATTERY										

Report generated: 03/02/2023 11:50
User: 8482mrob
Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
180289389		02/21/2023	030723	345970	350.40	350.40	03/21/2023	INV	PD	#1164 TIRES
CHECK DATE: 03/07/2023										
180289431		02/21/2023	030723	345970	2,258.48	2,258.48	03/21/2023	INV	PD	#125 SNOW TIRES FOR BO
CHECK DATE: 03/07/2023										
					2,608.88					
100182 BECKER ARENA PRODUCTS INC										
608086		02/23/2023	030723	345971	941.69	941.69	03/23/2023	INV	PD	Arena 2 Dasher Glass R
CHECK DATE: 03/07/2023										
111161 BERCH CAPITAL LLC										
32133		02/28/2023	030723	345972	224.14	224.14	03/28/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 03/07/2023										
100190 BERMUDA SANDS APPAREL LLC										
111637		02/22/2023	030723	345973	4,599.47	4,599.47	04/23/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
110591 BIO TEC EMERGENCY SERVICES LLC										
133472		08/31/2021	030723	345974	300.00	300.00	02/28/2023	INV	PD	Cleaning of Explorer V
CHECK DATE: 03/07/2023										
100214 BORDER STATES INDUSTRIES INC										
925822112	230023	02/20/2023	030723	345975	296.53	296.53	03/25/2023	INV	PD	CONNECT TRAN 4 5/8 BAR
CHECK DATE: 03/07/2023										
925836719	230023	02/22/2023	030723	345975	180.63	180.63	03/25/2023	INV	PD	CONNECT TRAN 4 5/8 BAR
CHECK DATE: 03/07/2023										
					477.16					
111160 BOURNE, WAYNE										
10007418		02/28/2023	030723	345976	116.36	116.36	03/28/2023	INV	PD	CREDIT BALANCE REFUND-
CHECK DATE: 03/07/2023										
100247 BROADWAY AWARDS INC										
52360		02/23/2023	030723	345977	175.62	175.62	02/24/2023	INV	PD	New Commission Members
CHECK DATE: 03/07/2023										
100275 CALLAWAY GOLF										

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
935750495 CHECK DATE: 03/07/2023		12/15/2022	030723	345978	-2,894.15	-2,894.15	03/31/2023	CRM	PD	CREDIT-RETURNED CLUBS
935827397 CHECK DATE: 03/07/2023		01/11/2023	030723	345978	-2,968.20	-2,968.20	03/31/2023	CRM	PD	RESALE CREDIT
935854535 CHECK DATE: 03/07/2023		01/18/2023	030723	345978	-1,736.10	-1,736.10	03/31/2023	CRM	PD	RESALE CREDIT
935854536 CHECK DATE: 03/07/2023		01/18/2023	030723	345978	-486.00	-486.00	03/31/2023	CRM	PD	RESALE CREDIT
935879414 CHECK DATE: 03/07/2023		01/24/2023	030723	345978	-197.00	-197.00	03/31/2023	CRM	PD	PRP REBATE CREDIT
936012483 CHECK DATE: 03/07/2023		02/21/2023	030723	345978	90.00	90.00	06/21/2023	INV	PD	RESALE
936016959 CHECK DATE: 03/07/2023		02/22/2023	030723	345978	270.00	270.00	06/22/2023	INV	PD	RESALE
936029939 CHECK DATE: 03/07/2023		02/23/2023	030723	345978	6,940.56	6,940.56	06/23/2023	INV	PD	RESALE
936045000 CHECK DATE: 03/07/2023		02/27/2023	030723	345978	1,069.20	1,069.20	06/27/2023	INV	PD	RESALE
936049556 CHECK DATE: 03/07/2023		02/27/2023	030723	345978	234.96	234.96	06/27/2023	INV	PD	RESALE
					323.27					
100302 CARVER COUNTY										
3152 CHECK DATE: 03/07/2023		02/23/2023	030723	345979	960.00	960.00	03/25/2023	INV	PD	PAY 2023 SA FEES
102903 HAWKS BOOSTER CLUB INC										
02/2023-01 CHECK DATE: 03/07/2023		02/27/2023	030723	345980	1,003.06	1,003.06	03/13/2023	INV	PD	Cheerleading Clinic -
100350 CHASKA, CITY OF										
BRICK CITY OPEN 2023 CHECK DATE: 03/07/2023		02/23/2023	030723	345981	360.00	360.00	03/10/2023	INV	PD	BONSPIEL PRIZE MONEY M
100312 CHASKA/CHAN HOCKEY ASSOCIATION										
FEB 23 CHECK DATE: 03/07/2023		03/01/2023	030723	345982	5,641.70	5,641.70	03/31/2023	INV	PD	FEB ARENA CONCESSIONS

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
110240 CINTAS CORPORATION NO 2										
5146200605 CHECK DATE: 03/07/2023		02/20/2023	030723	345983	340.28	340.28	03/20/2023	INV	PD	MEDICAL SUPPLIES-MSB
5146200667 CHECK DATE: 03/07/2023		02/20/2023	030723	345983	420.91	420.91	03/20/2023	INV	PD	1st Aid Supplies-CCC
5146850730 CHECK DATE: 03/07/2023		02/23/2023	030723	345983	287.20	287.20	03/23/2023	INV	PD	1ST AID SUPPLIES-FD
5147017211 CHECK DATE: 03/07/2023		02/24/2023	030723	345983	173.08	173.08	03/24/2023	INV	PD	1ST AID SUPPLIES-CITY
9210332600 CHECK DATE: 03/07/2023		02/01/2023	030723	345984	545.00	545.00	03/03/2023	INV	PD	AED Maintenance CCC
					1,766.47					
109942 MANSFIELD TOP SERVICES INC										
42009006809 CHECK DATE: 03/07/2023		02/22/2023	030723	345985	105.00	105.00	03/24/2023	INV	PD	Event Ctr Labor-Jan-Fe
102659 CIVICPLUS LLC										
251371 CHECK DATE: 03/07/2023		03/01/2023	030723	345986	2,700.00	2,700.00	03/31/2023	INV	PD	Municode Annual Softwa
111162 CLOVERFIELD LLC										
37002 CHECK DATE: 03/07/2023		02/28/2023	030723	345987	249.25	249.25	03/28/2023	INV	PD	CREDIT BALANCE REFUND-
100436 COMCAST CORPORATION										
166489317 CHECK DATE: 03/02/2023		02/15/2023	030223	345956	775.00	775.00	03/15/2023	INV	PD	FEB CITY HALL FIBER
105466 COMPUTER INTEGRATION TECHNOLOGIES INC										
345230 CHECK DATE: 03/07/2023		02/28/2023	030723	345988	247.50	247.50	03/30/2023	INV	PD	MAR CYBER SECURITY TRA
100508 DDK CONSTRUCTION INC										
4234 HARROW COVE CHECK DATE: 03/07/2023		02/24/2023	030723	345989	2,500.00	2,500.00	03/24/2023	INV	PD	BUILDER DEPOSIT REFUND

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109763 EBERT, NATHAN										
110618		02/15/2023	030723	345990	80.00	80.00	03/28/2023	INV	PD	DOT HEALTH CARD EXAM R
CHECK DATE: 03/07/2023										
102657 ENERGY MANAGEMENT SOLUTIONS INC										
10593		03/01/2023	030723	345991	6,241.34	6,241.34	04/05/2023	INV	PD	MAR RETAINER FEE
CHECK DATE: 03/07/2023										
100653 FERGUSON ENTERPRISES INC										
9715189		02/20/2023	030723	345992	86.14	86.14	03/20/2023	INV	PD	LODGE FAUCET SPOUT
CHECK DATE: 03/07/2023										
9896210		02/13/2023	030723	345992	127.83	127.83	03/13/2023	INV	PD	EYE WASH STATION FAUCE
CHECK DATE: 03/07/2023										
9904603		02/16/2023	030723	345992	182.64	182.64	03/16/2023	INV	PD	SMALL TOOLS/MAINTENANC
CHECK DATE: 03/07/2023										
					396.61					
100707 GEAR FOR SPORTS										
41985470		02/21/2023	030723	345993	664.58	664.58	03/21/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41985480		02/21/2023	030723	345993	2,844.19	2,844.19	03/21/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41985691		02/21/2023	030723	345993	1,418.96	1,418.96	03/21/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41985692		02/21/2023	030723	345993	1,336.54	1,336.54	03/21/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41986808		02/27/2023	030723	345993	729.60	729.60	03/27/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41986971		02/27/2023	030723	345993	820.66	820.66	03/27/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41986988		02/27/2023	030723	345993	1,181.62	1,181.62	03/27/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41987077		02/27/2023	030723	345993	1,347.28	1,347.28	03/27/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
41987183		02/27/2023	030723	345993	638.40	638.40	03/27/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					10,981.83					
100729 GILBERT MECHANICAL CONTRACTORS INC										
228152 CHECK DATE: 03/07/2023		02/27/2023	030723	345994	656.13	656.13	03/27/2023	INV	PD	DEHUMIDIFIER SVC
100747 THE PROPHET CORPORATION										
IN261394 CHECK DATE: 03/07/2023		02/21/2023	030723	345995	174.05	174.05	03/23/2023	INV	PD	Nets for Basketball Ho
100759 WW GRAINGER INC										
9611401648 CHECK DATE: 03/07/2023		02/16/2023	030723	345996	79.57	79.57	03/18/2023	INV	PD	SINK FAUCET PARTS
100785 HACH COMPANY										
13479119 CHECK DATE: 03/07/2023		02/23/2023	030723	345997	349.50	349.50	03/23/2023	INV	PD	WTP FLUORIDE
100848 HIGH TECH CLEANING INC										
18531 CHECK DATE: 03/07/2023		02/20/2023	030723	345998	526.76	526.76	03/20/2023	INV	PD	MSB CLEANING SUPPLIES
18537 CHECK DATE: 03/07/2023		02/21/2023	030723	345998	179.75	179.75	03/21/2023	INV	PD	CITY HALL CARPET CLEAN
					706.51					
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP										
2023/0224-ICMA CHECK DATE: 02/28/2023		02/24/2023	022823-2	345953	5,574.09	5,574.09	02/24/2023	INV	PD	022423 Payroll - 457 &
100956 MARK L JOHNSON										
978820 CHECK DATE: 03/07/2023		02/21/2023	030723	345999	1,250.00	1,250.00	03/21/2023	INV	PD	Recoat dance floor-Eve
101007 KODRU EQUIPMENT INC										
23707 CHECK DATE: 03/07/2023		02/08/2023	030723	346000	10,585.00	10,585.00	03/08/2023	INV	PD	CARDINAL STREET PRV

Report generated: 03/02/2023 11:50
User: 8482mrob
Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101056 LEAGUE OF MINNESOTA CITIES										
7871		02/27/2023	030723	346001	1,000.00	1,000.00	03/27/2023	INV	PD	PLOW BACKED INTO CLAIM
CHECK DATE: 03/07/2023										
110940 TIMOTHY RANDALL LEE										
1905		02/21/2023	030723	346002	4,725.00	4,725.00	03/21/2023	INV	PD	MSB ICE MAKER REPLACEM
CHECK DATE: 03/07/2023										
103842 LOCAL GOVERNMENT INFORMATION SYSTEMS										
53291		01/01/2023	030723	346003	1,100.00	1,100.00	03/24/2023	INV	PD	SYSTEM DEVELOPMENT 202
CHECK DATE: 03/07/2023										
53443		02/01/2023	030723	346004	836.00	836.00	03/23/2023	INV	PD	FEB SA SUPPORT
CHECK DATE: 03/07/2023										
					1,936.00					
105710 MACQUEEN EMERGENCY GROUP										
P08605		02/22/2023	030723	346005	371.10	371.10	03/22/2023	INV	PD	E11 HEADLIGHT PARTS
CHECK DATE: 03/07/2023										
W04909		02/21/2023	030723	346005	4,553.17	4,553.17	03/21/2023	INV	PD	E11 REPAIRS-FIRE
CHECK DATE: 03/07/2023										
					4,924.27					
101124 MACQUEEN EQUIPMENT										
P47548		02/14/2023	030723	346006	715.21	715.21	03/14/2023	INV	PD	JETTER SUPPLIES
CHECK DATE: 03/07/2023										
P47613		02/17/2023	030723	346006	588.58	588.58	03/17/2023	INV	PD	#130 SHEAR BOLTS FOR A
CHECK DATE: 03/07/2023										
					1,303.79					
103176 MANSFIELD OIL COMPANY										
23991952		02/07/2023	030723	346007	3,513.82	3,513.82	03/09/2023	INV	PD	DYED DIESEL COLDPRO
CHECK DATE: 03/07/2023										
23991953		02/07/2023	030723	346007	8,526.19	8,526.19	03/09/2023	INV	PD	UNLEADED FUEL
CHECK DATE: 03/07/2023										
23991954		02/07/2023	030723	346007	6,956.80	6,956.80	03/09/2023	INV	PD	DYED DIESEL
CHECK DATE: 03/07/2023										
24040257		02/23/2023	030723	346007	6,697.62	6,697.62	03/25/2023	INV	PD	DYED DIESEL
CHECK DATE: 03/07/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					25,694.43					
108565 MCGRANN SHEA CARNIVAL STRAUGHN AND LAMB CHARTERED										
143569		12/05/2022	030723	346008	281.25	281.25	03/31/2023	INV	PD	ELECTRIC SERVICE TERRI
CHECK DATE: 03/07/2023										
101187 METRO SALES INC										
INV2230991		02/24/2023	030723	346009	122.00	122.00	03/26/2023	INV	PD	MAR FD COPIER
CHECK DATE: 03/07/2023										
105998 MILBANK WINWATER WORKS										
183632 01		02/14/2023	030723	346010	1,796.11	1,796.11	03/16/2023	INV	PD	NON-STOCK METERS
CHECK DATE: 03/07/2023										
101217 MINNESOTA CHILD SUPPORT PMT CTR										
PR022423001510208001		02/24/2023	022823-2	345954	184.58	184.58	02/24/2023	INV	PD	022423 Payroll - Child
CHECK DATE: 02/28/2023										
101229 MINNESOTA DEPT OF EMPLOYMENT										
37	230003	03/01/2023	030723	346011	2,433.64	2,433.64	03/15/2023	INV	PD	FORMACOAT LLC LOAN REP
CHECK DATE: 03/07/2023										
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE										
107051510/FEB23		02/21/2023	030223	345957	36.88	36.88	03/16/2023	INV	PD	FEB 82ND ST & HWY 41 S
CHECK DATE: 03/02/2023										
778320601/FEB23		02/21/2023	030223	345957	122.31	122.31	03/16/2023	INV	PD	FEB CHEVALLE LIFT STAT
CHECK DATE: 03/02/2023										
780272000/FEB23		02/21/2023	030223	345957	10.97	10.97	03/16/2023	INV	PD	FEB CHEVALLE IRRIGATIO
CHECK DATE: 03/02/2023										
					170.16					
111163 MINNESOTA NATIVE LANDSCAPES INC										
37527		02/27/2023	030723	346012	100.00	100.00	03/29/2023	INV	PD	Pollinator Packets for
CHECK DATE: 03/07/2023										
101253 BUSINESS PLANNING CONCEPTS INC										
383600032023		02/01/2023	030223	345958	176.00	176.00	03/10/2023	INV	PD	MAR PERA LIFE PREM

Report generated: 03/02/2023 11:50
User: 8482mrob
Program ID: apinvlst

City of Chaska

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/02/2023										
102654 NORTH AMERICAN SAFETY INC										
INV74408		02/20/2023	030723	346013	109.99	109.99	03/20/2023	INV	PD	C. WALLEY - BIBS
CHECK DATE: 03/07/2023										
INV74579		02/24/2023	030723	346013	106.80	106.80	03/24/2023	INV	PD	SAFETY GLASSES
CHECK DATE: 03/07/2023										
					216.79					
101425 NORTHERN SAFETY TECHNOLOGY INC										
55384		02/22/2023	030723	346014	140.56	140.56	03/24/2023	INV	PD	#114 STROBE LIGHT LENS
CHECK DATE: 03/07/2023										
101437 NUSS EQUIPMENT GROUP LLC										
7201409P		02/21/2023	030723	346015	739.48	739.48	03/21/2023	INV	PD	#119 SENSOR
CHECK DATE: 03/07/2023										
7201453P		02/27/2023	030723	346015	561.63	561.63	03/27/2023	INV	PD	#119 DEF SENSOR AND CA
CHECK DATE: 03/07/2023										
CM2235783P		01/27/2023	030723	346015	-255.00	-255.00	02/27/2023	CRM	PD	#110 SENSOR CREDIT
CHECK DATE: 03/07/2023										
CM7201409P		02/27/2023	030723	346015	-739.48	-739.48	03/27/2023	CRM	PD	#119 DEF SENSOR RETURN
CHECK DATE: 03/07/2023										
					306.63					
101465 ON SITE SANITATION INC										
0001490050		02/18/2023	030723	346016	86.00	86.00	03/20/2023	INV	PD	CLOVER RIDGE HOCKEY RI
CHECK DATE: 03/07/2023										
101530 PING INC										
16750549		02/22/2023	030723	346017	613.36	613.36	08/21/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
16758061		02/27/2023	030723	346017	681.46	681.46	04/28/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
					1,294.82					
107855 STAPLES INC										
30704548		02/08/2023	030723	346019	32.94	32.94	03/10/2023	INV	PD	ELECTRIC BINDER
CHECK DATE: 03/07/2023										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
31023954-1 CHECK DATE: 03/07/2023		02/24/2023	030723	346018	98.12	98.12	03/26/2023	INV	PD	Knifes, spoons, forks
31023954-2 CHECK DATE: 03/07/2023		02/24/2023	030723	346018	11.79	11.79	03/26/2023	INV	PD	COPY Stamp for Denise
					142.85					
101703 SALVATION ARMY										
JAN/23 HS CHECK DATE: 03/07/2023		02/27/2023	030723	346020	118.47	118.47	03/27/2023	INV	PD	JAN HEAT SHARE CONTRIB
101730 SCHWEITZER ENGINEERING LABORATORIES INC										
INV-000808974 CHECK DATE: 03/07/2023	230001	02/08/2023	030723	346021	4,590.30	4,590.30	03/08/2023	INV	PD	BLUFF CREEK & MINNESOT
INV-000811829 CHECK DATE: 03/07/2023	230001	02/15/2023	030723	346021	6,254.60	6,254.60	03/15/2023	INV	PD	BLUFF CREEK & MRS SUB
INV-000812408 CHECK DATE: 03/07/2023	230001	02/16/2023	030723	346021	6,530.70	6,530.70	03/16/2023	INV	PD	BLUFF CREEK & MINNESOT
					17,375.60					
101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN										
7158-7 CHECK DATE: 03/07/2023		02/22/2023	030723	346022	67.88	67.88	03/20/2023	INV	PD	GOLF COURSE BOOSTER PA
101888 STREICHERS										
I1618693 CHECK DATE: 03/07/2023		02/23/2023	030723	346023	1,490.99	1,490.99	03/23/2023	INV	PD	Kavlie-Vest, ID Patch
101892 STUART C IRBY CO										
S013326702.001 CHECK DATE: 03/07/2023	230022	02/16/2023	030723	346024	4,552.25	4,552.25	03/18/2023	INV	PD	18FUSE S&C SMU 100E &
S013411619.001 CHECK DATE: 03/07/2023		02/17/2023	030723	346024	410.27	410.27	03/19/2023	INV	PD	DIRT TARP
					4,962.52					
103677 SUN LIFE ASSURANCE COMPANY OF CANADA										
237741/MAR23 CHECK DATE: 03/02/2023		03/01/2023	030223	345959	5,143.12	5,143.12	03/31/2023	INV	PD	MAR EMP LIFE INS PREM

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101932 TAYLOR MADE GOLF CO INC										
36369485		01/09/2023	030723	346025	-1,320.50	-1,320.50	03/31/2023	CRM	PD	RESALE CREDIT
CHECK DATE: 03/07/2023										
36380917		01/13/2023	030723	346025	-565.25	-565.25	03/31/2023	CRM	PD	RESALE CREDIT
CHECK DATE: 03/07/2023										
36494110		02/27/2023	030723	346025	2,309.10	2,309.10	04/28/2023	INV	PD	RESALE
CHECK DATE: 03/07/2023										
					423.35					
110053 TX CHILD SUPPORT SDU										
PR0224230012725283		02/24/2023	022823-2	345955	147.69	147.69	02/24/2023	INV	PD	022423 Payroll - Child
CHECK DATE: 02/28/2023										
111157 UCARE MINNESOTA										
2012751.002		02/24/2023	030723	346026	380.00	380.00	03/24/2023	INV	PD	RFD PERMIT CHARGES-UCA
CHECK DATE: 03/07/2023						PAYEE: UCARE MINNESOTA				
107745 US BANK NATIONAL ASSOCIATION										
494802556		02/19/2023	030223	345960	439.53	439.53	03/15/2023	INV	PD	CCC COLOR COPIER LEASE
CHECK DATE: 03/02/2023										
102133 WAGNER PRESS & GRAPHICS										
36158		02/08/2023	030723	346027	37.00	37.00	03/08/2023	INV	PD	Business cards-D Marsh
CHECK DATE: 03/07/2023										
36203		02/21/2023	030723	346027	35.00	35.00	03/13/2023	INV	PD	Business Cards-#414
CHECK DATE: 03/07/2023										
					72.00					
102143 WATER CONSERVATION SERVICES INC										
12983		02/21/2023	030723	346028	362.10	362.10	03/21/2023	INV	PD	LEAK LOCATE AT HOWARD
CHECK DATE: 03/07/2023										
111112 WILLIAMS SCOTSMAN INC										
9016826812		02/13/2023	030723	346029	747.00	747.00	03/15/2023	INV	PD	CLOVER RIDGE WARMING H
CHECK DATE: 03/07/2023										
102189 WM MUELLER & SONS										

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
284555		02/21/2023	030723	346030	34.89	34.89	03/25/2023	INV	PD	WATER STOCKPILE
CHECK DATE: 03/07/2023										
110387 ZAPPA, TONY										
110234		02/17/2023	030723	346031	102.05	102.05	03/24/2023	INV	PD	MILEAGE-AIMBO, ICC REG
CHECK DATE: 03/07/2023										
					102.05					
		139 INVOICES			166,770.47					

** END OF REPORT - Generated by Michelle Robbin **

City of Chaska

VENDOR INVOICE LIST

Electronic Payments

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100385 CHASKA FIRE DEPT RELIEF ASSN										
2023/01-CFDRA CHECK DATE: 02/24/2023		02/24/2023	022423-2	3620	17,356.00	17,356.00	02/24/2023	DIR	PD	JAN FIRE RELIEF ASSOC-
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
110166 CHECK DATE: 02/27/2023		02/24/2023	022723	3622	6,980.09	6,980.09	02/27/2023	DIR	PD	022423 Payroll - HCSP
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY										
110167 CHECK DATE: 02/27/2023		02/24/2023	022723	3623	850.00	850.00	02/27/2023	DIR	PD	022423 Payroll - MNDCP
101756 MII LIFE INCORPORATED										
40529559-2022 CHECK DATE: 03/01/2023		02/28/2023	030123	3624	1,941.42	1,941.42	03/01/2023	DIR	PD	2022-3/1/23 FSA REIMB-
100927 INTERNAL REVENUE SERVICE										
110160 CHECK DATE: 02/24/2023		02/24/2023	WIRE_001	3616	141,911.64	141,911.64	02/24/2023	DIR	PD	022423 Payroll - SS, M
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES										
110161 CHECK DATE: 02/27/2023		02/24/2023	022723	3621	28,033.21	28,033.21	02/27/2023	DIR	PD	022423 Payroll - MN St
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
110162 CHECK DATE: 02/24/2023		02/24/2023	WIRE_001	3617	14,905.15	14,905.15	02/24/2023	DIR	PD	022423 Payroll - 457 C
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)										
110165 CHECK DATE: 02/24/2023		02/24/2023	WIRE_001	3619	5,657.42	5,657.42	02/24/2023	DIR	PD	022423 Payroll - Roth
104668 OPTUM BANK INC										
110164 CHECK DATE: 02/23/2023		02/24/2023	022323	3615	18,944.81	18,944.81	02/24/2023	DIR	PD	022423 Payroll - HSA C

Report generated: 03/02/2023 11:51
User: 8482mrob
Program ID: apinvlst

VENDOR INVOICE LIST

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	PAID AMOUNT	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION										
110163		02/24/2023	WIRE_001	3618	109,638.77	109,638.77	02/24/2023	DIR	PD	022423 Payroll - PERA
CHECK DATE: 02/24/2023										
					109,638.77					
		10 INVOICES			346,218.51					

** END OF REPORT - Generated by Michelle Robbin **

Biweekly Report

March 6, 2023

By:

Matt Podhradsky

COUNCIL MEETING/WORK SESSION SCHEDULE

Below is a list of the upcoming Council Meetings and Work Sessions to plan for through March.

March 6th: From 5:30-7:00 pm we will have a Closed Session of the City Council to hold the City Administrator's Annual Review. Elise has put together information to share with you as part of that process including my annual Department Head review results and a memo talking about the progress of the goals that were established as part of my last review. She emailed that out to each Council member this past week. We will have a regular meeting to follow. It should be noted that in the regular meeting we will have another section of the meeting be a Closed Session as we will be hearing from our City Attorney on a pending legal action.

March 20th: At this time we are not planning on having a Work Session on this night. If the need for this changes, we will let you know right away. We will have a regular Council meeting that night.

If you have any questions, or are unable to attend any of these meetings, please let me know.

COUNCIL/DEPARTMENT HEAD STRATEGIC PLANNING RETREAT

Just as a continued reminder that we have chosen Tuesday and Wednesday, March 14th, and 15th as the dates for this year's Council/Department Head retreat. We will plan on starting the days at 8:30 am each day and adjourning at 4:30 pm. The retreat will take place in the Fire Department Training Room with Hue Life (Richard and Irina Fursman) being the facilitators of this retreat.

Staff is working with the Fursmans to come up with an Agenda for the day and will let you know if there is any "Pre-retreat" work that needs to be completed prior to the actual dates of the retreat.

As we have discussed in the past, I believe the Council/Department Head retreats have been key to successes we have seen in the past, as they allow us to all get together and come to a mutual understanding of Vision and Priority Goals for the City, as well as what it will take to accomplish these goals. It helps to get everyone on the same page and work in a common direction.

If you have any questions on this, just let me know. I look forward to our time together!

EMPLOYEE YEARS-OF-SERVICE APPRECIATION BREAKFAST

Each year during the first quarter of the year we hold an all-employee breakfast at the Event Center to share our appreciation with our City Employees for all of the work they do throughout the course of the year, and to recognize employees who have hit important milestones in their years of employment at the City of Chaska. This year the event will be held from 7:30-9 am on Tuesday March 7th. As part of the event we will also be having presentations to recap the year in review and talk about what to expect as we go through 2023.

We have been notified by enough Council members who are interested in attending that we will be posting this breakfast as an event/meeting open to the public. Because of that, all Council members can attend the event if you should wish. We would love to see any of you there that are able to attend. It is always a highlight of our year.

UPDATE ON ARCHITECTURAL FIRM SELECTION FOR PUBLIC SAFETY FACILTY

As you will see on the Council Agenda for tonight, Staff will be making a recommendation on a Architectural Firm and Construction Management Firm to move forward with the design of the new Chaska Public Safety Campus. As I have shared with you, we have been in the process of reviewing proposals since the middle of January and had intended on bringing this back to the City Council in late January/early February for a recommendation. However, as we started reviewing proposals closer, one of the things that stood out to us was the lack of firms that have expertise on dealing with both Fire and Police Departments. We found that some firms had an expertise in dealing more with Fire Departments and some more with Police Departments, but none had a real expertise in both even thought many had developed joint projects before. Because of that, we need to spend additional time touring facilities in multiple different cities not only to see how their design turned out, but to also be able to talk with other City Staff members about the positives and negatives they saw with each firm. This extra time we took not only helped us narrow down the architectural firms to the firm we think is going to best meet our needs, but it also allowed us to understand better the things we should be really paying attention to during this process-learning from issues other communities have faced when building their Public Safety facilities. In the end, while it took more time, this process was very helpful and I think will provide us with a good foundation as we move into the design of our facility.

As you will see in the Staff report, Staff is recommending moving forward with CNH Architects to design the facility, and with RJM Construction for our Construction Manager. Both have worked on projects together and I think will be a good fit for our project. If chosen on Monday by the Council, we would be moving forward later next week to have our first organizational meeting, and would start with the schematic design development shortly thereafter. We would expect that by mid-summer we would be finished with this portion of the project, and are still on track to be breaking ground on the project in the spring of 2024 with an opening in the Fall of 2025.

A big thank you to the employee committee from Fire, Police and Building Maintenance who have been very involved in this process! If you have any questions on this, please let me know.

REPRESENTATIVE ELKINS BILL TO PREEMPT CITY ZONING AUTHORITY

Attached to this Bi-weekly report is a memo that Nate Kabat put together summarizing a bill that was introduced to the MN State House of Representatives recently that would create some significant limitations on planning authority cities have had in the past at the local level. While the intent of the bill is to help address creating more affordable housing options in the Twin Cities, you will see in the memo that the way it is being addressed is by taking away some of the very tools we have used in Chaska not only to create affordable housing, but to also make sure that our residential neighborhoods are designed, look and function well. While it is not expected that this bill will have a Senate companion this year, it is a bill that has been talked about for some time and could gain some traction in the future. The League of Minnesota Cities has been following this closely and our Staff have been participating in this effort to provide support/information where needed. We will be prepared to talk about this bill at the meeting on Monday night, and would also suggest that as part of the meeting that the Council consider authorizing Staff to send a letter to our Representatives and Senator outlining concerns we may have with this legislation as it is scheduled to have a hearing late next week. We will be able to answer questions at the meeting on Monday that you may have. In the meantime, if you have any questions you would like to talk about sooner, don't hesitate to call.

HUMAN RIGHTS COMMISSION CELEBRATES WOMEN'S HISTORY MONTH

In March, the HRC is celebrating Women's History Month. During the course of the month, on the City's social media accounts and on the HRC's page of the website, there will be features on women who make Chaska a special place to work and live. The Human Rights Commission is encouraging people to submit a nomination form of a woman in the community who inspires them. Check out the City's Facebook to see a video by HRC member Celi Haga and find the link to nominate someone for this recognition. Also, check back often to see new stories of local women who are inspiring people with Chaska. Any questions on this can be referred to Elise.

Memo
City of Chaska

To: Mayor and City Councilmembers
Matt Podhradsky, City Administrator
Elise Durbin, Assistant City Administrator

From: Nate Kabat, Community Development Director
Date: March 3, 2023
Re: Legalizing Affordable Housing Act, a bill proposed by Rep. Steve Elkins (DFL-Bloomington)

This memo is to inform you about a draft bill that is being circulated at the State Legislature for consideration called the "Legalizing Affordable Housing Act". The bill was formally introduced on February 27 as HF 2235 by Representative Steve Elkins (DFL-Bloomington).

As the bill's title suggests, the author's stated objective is to advance housing affordability in the state. As Council is aware, Chaska has a longstanding goal to achieve a diverse mix of housing that is affordable to all levels of income with 1/3 affordable to lower incomes, 1/3 affordable to middle incomes, and 1/3 affordable to higher income households. Chaska also has a longstanding history of actively supporting this goal by implementing a myriad of strategies to develop diverse neighborhoods and financially support housing affordable to lower income households through the use of TIF, the community land trust, and other strategies. With all of that, the title of this bill would appear to align with Chaska's goals and actions. However, the details of the bill propose a number of changes to statute that conflict with existing City ordinances, result detrimental budgetary impacts, and erode Council's local decision making authority.

City staff have been tracking this bill's drafting through involvement with a multi-city working group organized by the League of Minnesota Cities. The League has been working with Rep. Elkins to help advise drafting the bill and while some changes have been made, many areas for improvement remain. Now that the has been introduced to the MN State House, its important for the City Council to understand the bill's contents and key areas of staff concern.

Attached to this memo is a more technical review conducted by the League of Minnesota Cities to identify areas for improvement for legislators to understand.

The following describes areas that are particularly relevant to Chaska in the opinion of City staff.

Article 1 – Impact Fees – proposes several changes to Statute that would create a clearer ability for Cities to generate revenue from new development to support infrastructure improvements.

- Cities do support legislative improvements to provide a clear and lawful path forward to support development-related infrastructure costs while protecting the interest of current taxpayers.
- The language in Rep. Elkin's bill are inconsistent with the fix proposed in a separate bill that has been introduced and that is supported by the League of MN Cities (HF1402/SF1146).
- The language of the bill includes time limits for funds to be expended by the "time the project is complete" or be refunded. Adhering to this provision would be very limiting and complex for projects

that require bonding and for projects that have a long time horizon with phased development. Furthermore, refunding collected fees is challenging because fees are often passed onto homebuyers as part of the purchase price and in situations where the original developer ceases to exist.

Article 3 – Planning and Zoning – proposes changes to Statute that change requirements for how Comprehensive Plans are implemented by more closely tying land use plans to zoning.

- The bill would require all uses guided by the comprehensive plan land use plan to be zoned by right at densities permitted in metro area cities.
- This requirement conflates planned land uses with zoning authority by effectively granting zoning entitlements to projects that align with the long-range land use plan.
- This requirement removes or severely reduces a City's ability to stage development in accordance with its long-range infrastructure plans.

Article 4 – Limiting Regulations on Residential Development – proposes changes to Statute that removes single-family zoning, significantly limits the use of planned use districts, and significantly limits ordinances related to building design.

- The language includes mandatory up-zoning to allow duplexes as a permitted use in any area zoned for single-family residential use. This preempts existing local zoning authority and could result in detrimental pressures on existing infrastructure built to support single-family development.
- The language severely limits a City's ability to require planned unit development zoning. As you know, planned unit development districts have been a core zoning tool for Chaska for many decades. Chaska has many examples of situations where planned unit development districts have provided added flexibility, such as additional density, increased unit variety, and cluster development to create affordable housing options.
- The language prohibits a City from evaluating building aesthetics of residential developments as a part of its approval process. Provisions in this bill would effectively eliminate Chaska's anti-monotony ordinance as it currently exists.

While this bill does not currently have a companion bill in the State Senate, it is likely to get a hearing prior to the March 10th committee deadline. City staff will continue to monitor this bill as it works through the Legislature's process to advise City Council.

From: Lightfoot, Daniel
To: Lightfoot, Daniel
Subject: [EXTERNAL]High Level Talking Points for Elkins Bill
Date: Tuesday, February 28, 2023 9:01:53 AM

Good morning –

As promised, below are some higher level talking points that we encourage you all to use in conversations with your legislators on the Elkins Bill. These mirror closely the talking points that we have sent out in the past as a part of Action Alerts. Once/if the bill is calendared for a hearing, we will send out a similar action alert to cities. Thanks in advance for any conversations that you all are able to have with legislators, especially if you have legislators on the House Housing Committee.

- This "Legalize Affordable Housing Act" (HF 2235) is largely a zoning preemption bill. Local zoning is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment (Zoning: Why It's Important).
- Housing is a statewide issue and the best way to ensure that housing issues in greater Minnesota and the Metro are adequately addressed, housing policy should: (1) address the full housing spectrum, (2) support local innovation, (3) provide incentives instead of mandates, and (4) provide community-specific solutions throughout Minnesota (Housing Needs in Cities: State Policy Solutions That Work).
- HF 2235 doesn't do that. Instead, it preempts city zoning and land use authority with absolutely zero guaranty of ensuring affordability of new developments, which is almost always a condition for developers when a local unit of government provides public resources for development by:
    - Requirement that all cities regardless of infrastructure capacity up-zone all single family zoned areas to allow for duplexes or a single-family property with an accessory dwelling unit
    - Severely deteriorating the tool that allows the development of smaller homes and lots – planned unit developments
    - Capping land dedication and park dedication fees based on a percentage of fair market value
    - Requirement that a city may not require dedication of land for streets, roads, or rights-of-way that exceeds minimum engineering standards for urban roadways and prohibits cities from requiring collector or arterial streets that exceed a curb-to-curb width of 32 feet, which in conjunction with limitations on off-street parking requirements, could pose significant challenges for parking solutions and multi-modal transportation

opportunities in new subdivisions
- No matter the reason – such as energy efficiency and other material design standards for long-term durability – prohibiting cities from conditioning any approvals on material, design, or other conditions if not currently required by the State Building Code (which is meant to be a minimum safety standard)
- Requiring the refunding of building permits 60-days after an application is submitted for all types of applications even if delay is outside of city control (plan review, Watershed review, DLI review etc.), which will result in substantial administrative burden for cities and will most likely result in more applications being denied regardless of where an application is at in the process, which is neither helpful to the city nor the developer.
- And more

Daniel Lightfoot | Intergovernmental Relations Representative
Phone: (651) 281-1295 | Mobile: (612) 716-6729
dlightfoot@lmc.org | Twitter: @dflightfoot

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103
www.lmc.org | Facebook | Twitter | Podcast

From: Lightfoot, Daniel
Sent: Monday, February 27, 2023 3:59 PM
To: Lightfoot, Daniel <DLightfoot@lmc.org>
Subject: Elkins Bill Reintroduced - HF 2235

All –

Today's bill introductions included the introduction of Rep. Elkins' "Legalizing Affordable Housing Act", which is now HF 2235. The bill does not yet have a Senate companion and was referred to the House Housing Finance and Policy Committee. Per my comments last week, the Committee Chair is intending to hear the bill prior to the 3/10 1st Committee Deadline. I will follow up with some higher-level talking points that can be used for conversations with your legislators and will keep this group updated as to when the bill will be heard. I encourage you to reach out to your legislators expressing the concerns that we discussed over the past two months regarding this language.

Thanks for your help and advocacy on this issue!

Daniel Lightfoot | Intergovernmental Relations Representative
Phone: (651) 281-1295 | Mobile: (612) 716-6729
dlightfoot@lmc.org | Twitter: @dflightfoot

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103
www.lmc.org | Facebook | Twitter | Podcast

CAUTION: This email originated from outside of the organization. Do not click links, open attachments, or respond unless you recognize the sender and know the content is safe.

LEAGUE of MINNESOTA CITIES

The following is intended to provide initial feedback on provisions in the draft "Legalizing Affordable Housing Act" (CG040-3 version dated 2/6/23) proposal brought forward by Rep. Steve Elkins (DFL-Bloomington):

Article 1 – Impact Fees

- Cities have long supported a legislative fix to provide a clear and lawful path forward to support development-related infrastructure costs while protecting the interest of current taxpayers. We appreciate the inclusion of this language and attempt to provide statutory authority for cities to adequately assess fees for infrastructure needed to ensure that "growth pays for growth" but encourage inclusion of language that more closely reflects HF 1402/SF 1146 than the language in Article 1
- The parameters in Article 1 including a time limit for funds to be expended by "the time a project is complete" or be refunded and the requirement that all projects mut be reflected in a city's comprehensive plan and capital improvement plan severely limits the effectiveness of this tool and causes unnecessary administrative bottlenecks when development of areas and the infrastructure needed to support new development happens more incrementally.

Article 2 – Environmental Review and Comprehensive Land Planning

- Provisions in this article creates an exemption for comprehensive plans from environmental review under the Minnesota Environmental Protection Act (MERA). While the League does not have a position on this article, cities in the metropolitan area may benefit from this provision to clarify that adoption and amendment of comprehensive plans to account for forecasted growth do not "constitute conduct that is likely to cause pollution, impairment, or destruction."

Article 3 – Planning and Zoning

- The bill would require all uses permitted under a comprehensive plan at densities permitted in metro area cities - without regard for timing considerations that are typically part of long-range plans and could result in a mismatch between existing infrastructure and future planned density that would be required immediately per the language in this article.

Article 4 – Limiting Regulations on Residential Development

- Provisions in this article that broadly preempt city zoning and land use authority have been vetted and vehemently opposed by cities across the state.
- **Article 4, Sec. 2** requires mandatory up-zoning in all cities to allow duplexes as a permitted use in any area zoned for single-family residential use and any residential subdivision development. In addition to the statewide preemption concerns, requiring that duplexes/greater densities to be allowed in areas designed for single family could have a detrimental impact on downstream infrastructure that was installed with single family uses in mind and allowing for duplexes in no way guarantees affordability.
- **Article 4, Sec. 3** includes language that has been heavily vetted by cities and opposed in testimony. This section includes substantial limitations imposed on the use of Planned Unit Developments and other broad preemptions of city zoning and land use authority including the prohibition of minimum dwelling size and adequate requirements for off-street parking in new developments. While the title of this

subdivision 3 is "Limitation on aesthetic mandates", the language could be read far broader and could implicate both traditional and emerging "performance standards" that go far behind simply what the exterior of a home looks like. Material and design requirements, which would be preempted under this provision are also deployed for performance or functional reasons quite apart from aesthetics including long-term durability.

Article 5 – Municipal Dedication Fees

- **Article 5, Sec. 1** we appreciate the modifications made to this article but still oppose the capping of park dedication at 10% of the "fair market value" of the development. Park dedication funds are used to address the increased use of these parks and trails and are required by law to only be used for park capital improvement projects that benefit all residents. We are concerned that capping the fee to the fair market value of the land does not adequately account for this increased use.
- **Paragraph (k) and (l)** of this article includes preemption language that limits right-of-way widths that exceed certain thresholds. Paragraph (l) prohibits any city requiring a collector or arterial street that exceeds a curb-to-curb width of 32 feet, which combined with the off-street parking limitations, will cause challenges in the public right of way especially in winter.

Article 6 – Metropolitan Area Density of Development

- New minimum density requirements would create conflicts for metro area cities that are on the developing edge and with the Council's charge to provide infrastructure in the region—which is staged/set/negotiated depending on a city's comp plan, or comp plan amendment(s) – this provision disregards the differences in cities, their goals, needs, etc.

Article 8 – Building Permit Fee Deadlines

- **Article 8, Sec. 1-2 r**equires that any request for a building permit be refunded if a request is not denied within 60-days. We appreciate the improvements on this language to remove the deemed granted remedy in the 60-day rule. However, we still believe this provision is unnecessary and could result in serious challenges for both cities and applicants and will result in unnecessary denials of applications due to timing delays at no fault of the city. Cities have been working diligently with developers and are issuing a record-breaking number of permits. We view this provision as unnecessary. Almost all the time, city turnaround for building permits is almost immediately. Any delay comes if plan review is needed or if the plan is not compliant (i.e., missing information or review from another entity such as a Watershed District or DLI in some cases).

Article 9 – Building Permit Fees

- We appreciate the inclusion of most of the agreed upon language that was developed by the Department of Labor and Industries Technical Advisory Group to preserve valuation-based fee methodology. However, we recommend the removal of "additions" in Subd. 5 as the inspection of an addition is not standardized and depends on the individuality of the property.

HAWK PRIDE RECAP

In March we are celebrating National Foreign Language Week and Women's History Month.

Activities

- One Act Play *Alice in Wonderland* is the Section 2AA Runner up at the Section 2AA Championship.
- Knowledge Bowl Purple Team qualified and will compete in the State Tournament in April

Arts

- Orchestra earns Superior Rating at the Region 2AA Competition.

Athletics

- 2 Students sign National Letter of Intent to continue their athletic careers in college.
- 2 Seniors earn Triple A Award which honors seniors who have a 3.0 or higher grade point average and who participate in league sponsored athletics and fine arts activities
- Dance Team is the Metro West Conference Champion, an honor they have earned 11 out of the past 12 seasons. They also qualified and competed at State in both high kick and jazz/funk.
- Junior competes at State Alpine Ski Tournament
- Girls Basketball team is the Metro West Conference Champion for the 4th year in a row.
- Freshman qualifies and will compete at the State Wrestling Tournament
- Junior qualifies and will compete at the State Swim & Dive Tournament