

WORK SESSION
Schram Haus Brewery Tour
3700 Chaska Blvd.
5:45 – 6:45 PM



AGENDA
CHASKA CITY COUNCIL
ONE CITY HALL PLAZA, CHASKA CITY HALL
Monday, March 18, 2019
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
6. Approve Previous Meeting Minutes
 - 6.A. Approve City Council Meeting Minutes of 3-4-2019
7. Consent Items
 - 7.A. Adopt Resolution 2019-21, Approving Transient Permit - Minnesota Gardens
 - 7.B. Adopt Resolution 2019-22, Approving Solicitor Permits for Renewal by Andersen
 - 7.C. Wetland Replacement Plan for Harvest West Development
 - 7.D. Consider Employee Handbook and Fire Manual Update
8. Action Items

- 8.A. Adopt Resolution 2019-23, Approving the Concept Plan for Hazel View Senior Cooperative/Lake West Development, LLC/PC #2019-04
- 8.B. Adopt Resolution 2019-24, Approving the Preliminary Site & Building Plan for China Pagoda at 798 Yellow Brick Road/China Pagoda/PC #2019-05
- 8.C. Adopt Resolution 2019-25, Approve Issuance and Sale of Temporary Financing for MN HWY 212 and CSAH 44 Interchange Project
- 8.D. Adopt Resolution 2019-26, Approving Joint Powers Agreement with Carver County for Construction on CSAH 44/TH 212 Interchange
- 9. Bills
 - 9.A. ACCOUNTS PAYABLE COUNCIL ROSTER 3-18-19
- 10. Other Business
 - 10.A. City Administrator's Report
 - 10.B. Bi-Weekly 3-18-2019
 - 10.C. Receive the minutes of the Park & Rec Board 2-11-19
- 11. Adjourn

DRAFT

**- MINUTES -
CHASKA CITY COUNCIL
MARCH 4, 2019**

1. Call to Order

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

2. Pledge of Allegiance

3. Swearing in of Nate Bostrom – Ward 2

City Attorney Melchert administered the oath of office to Councilmember Bostrom.

4. Roll Call

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

Also Present: Kevin Ringwald, Community Development Director; Liz Hanson, City Planner; Luke Melchert, City Attorney; Nate Kabat, Assistant Administrator; Matt Clark, City Engineer; Matt Haefner, Water and Sewer Director; and Matt Podhradsky, City Administrator.

5. Adopt the Agenda

Motion by Councilmember Huang, second by Councilmember Hatfield to adopt the agenda as presented.

Motion carried.

6. Visitor

Cindy Nevins, 110 E First Street, encouraged the Council to look closely at the limited market-rate senior living options currently available in the City and to consider that in future housing plans.

The Council discussed housing needs with Ms. Nevins and thanked her for addressing this issue.

Jeff Hastings, 110 E First Street, stated that more County-owned senior-living apartments in Chaska may be helpful.

The Council and Staff discussed County-owned housing within Carver County.

7. Minutes

Motion by Councilmember Huang, second by Councilmember Grau to approve the minutes of the February 25, 2019 City Council meeting.

Motion carried.

8. Consent Agenda

Assistant City Administrator Kabat and City Administrator Podhradsky provided further details regarding Items D and E.

The Council and Staff discussed the details of Item C.

Councilmember Huang asked what kind of documentation peddlers receive.

City Administrator Podhradsky explained that they get a badge along with the permit.

Motion by Councilmember Bostrom, second by Councilmember Huang to approve the Consent Agenda Items A through E:

- A. Approve Massage Therapy Registration for Katherine McCabe
Motion to approve Massage Therapy Registration No. MTL 19-07 to allow Katherine McCabe to practice Therapeutic Massage out of Good and Twisted Yoga at 1018 Gateway Drive and KM Aligned at 968 Bluff Point Dr. in Chaska.
- B. Adopt Resolution 2019-16, Approving Peddler's Permit for A Whale of a Treat
Motion to adopt resolution approving Peddler Permit No. PP. 19-01 in the name of Penny Pollock, DBA A Whale of a Treat! 17979 Evener Way, Eden Prairie, Minnesota, 55346, valid March 4, 2019 through October 31, 2019.
- C. Adopt Resolution No. 2019-17, Establishing an Absentee Ballot Board for the Special Election
Motion to adopt Resolution appointing those persons listed on Exhibit A as Absentee Ballot Board Judges for the Special Election, Tuesday, May 14, 2019.
- D. Adopt Resolution No. 2019-19, Administrative Amendment for TIF District #12
Motion to adopt Resolution Approving Administrative Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 12.
- E. Adopt Resolution No. 2019-20, Administrative Amendment for TIF District #13
Motion to adopt Resolution Approving Administrative Modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 13.

Motion carried.

9. Action Items

9.A. Adopt Resolution 2019-18 and Ordinance 961, Water Ordinance Revision - Prohibiting Non-Essential Watering

City Administrator Podhradsky introduced the item to the Council.

Water and Sewer Director Haefner presented the item to the Council.

Councilmember Bostrom inquired about the watering grace period for new construction.

Water and Sewer Director Haefner provided further clarity regarding the grace period and how this information will be communicated to residents.

Councilmember Huang asked how this prohibition will be enforced.

City Administrator Podhradsky explained it will primarily be enforced through the Community Service Officer and explained the practicality of how the information will be rolled out and the period of education given prior to giving out violations.

Councilmember Huang looked to clarify this ordinance only applies to water delivered by City infrastructure, and that sand point wells are not included. He also suggested adding language in the ordinance to clarify the limitation is for irrigation uses and not prohibition of sprinkler use by children, for example.

Councilmember Bostrom inquired if smart meters can be used to verify violation.

Water and Sewer Director Haefner responded that they could.

Mayor Windschitl commented that the City needs to set a good example with following this revision.

Water and Sewer Director Haefner presented on the water main break at Pioneer Trail.

Councilmember Bostrom asked what caused the water main break.

Water and Sewer Director Haefner explained that it was Mother Nature and the type of pipe (cast iron).

Councilmember Bostrom then asked if Staff knows how much of this type of pipe exists around Chaska.

Water and Sewer Director Haefner stated that he just knows of the two breaks on Pioneer Trail and that pipe bursting and similar applications can be used to try to ensure this does not happen again.

Mayor Windschitl inquired if the City uses plastic piping now.

Water and Sewer Director Haefner confirmed this was the case.

Councilmember Huang commented that it might be nice to put the photos depicting the damage to the road on the City website so residents can see why the whole road was closed.

Motion by Councilmember Huang, second by Councilmember Bostrom to adopt Resolution 2019-18 Resolution, authorizing the revision of Chaska Ordinance, Chapter 25, Section 10 Restricted Hours of Use of Water with added language to clarify allowance of recreational use. Motion carried.

DRAFT

9.B. Approve the 2019-2020 Employment Union Contracts

City Administrator Podhradsky presented the item to the Council.

The Council discussed the importance of consistency in these contracts as well as the benefit in having a blend of experience in these positions.

Mayor Windschitl referred to the PD uniform allowance and asked if they have to buy their vests.

City Administrator Podhradsky provided further clarity regarding the PD vests.

Motion by Councilmember Huang, second by Councilmember Grau to approve employment contracts for 2019-2020 between the City of Chaska and Teamsters Local 320, LELS Local 210, and LELS Local 385, with these agreements becoming effective January 1, 2019. Motion carried.

10. Bills

Mayor Windschitl inquired about a bill to the Carver County EDA.

City Administrator Podhradsky provided further information regarding that expense and program.

Mayor Windschitl also inquired about a bill on page 6 regarding \$3500 for principle.

City Administrator stated that the entire transaction is part of the acquisition for County Road 44 and gave more information regarding the County's cost-share policy.

Mayor Windschitl asked for details regarding the bill on page 11 for Travelers Indemnity Company.

City Administrator Podhradsky explained that is the City's insurance premium for the year.

10.A. Accounts Payable Council Roster 3-4-19

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

11. Other Business

11.A. Other Meeting Minutes

11.A.i. Receive the minutes of the February 13, 2019 Planning Commission Meeting.

Councilmember Bostrom:

- Noted that the Chaska Rotary continues to do wonderful things and provided details regarding some of those.

- Referred to the Give Where You Live campaign and commented that Chaska continues to be a generous community.

Councilmember Huang:

- Reported the Southwest Transit Commission has a new on-demand program called Southwest Prime MD for medical needs.
- Commented that it is nice to see La Hermosa doing well.

Councilmember Grau:

- Reported that he attended his first Eastern Carver County Community Education & Advisory Council meeting and gave some information regarding homelessness in Eastern Carver County and temporary housing intake form results for the 2018-2019 school year.
- Commented that the Chaska Community Center Carnival had a good turnout and thanked Staff for that event.
- Noted several residents contacted him about the parking issues at the Chaska Community Center. Mayor Windschitl commented that residents need to allow themselves time and plan for the lack of parking space. City Administrator Podhradsky stated that one of the challenges with parking at the Community Center is the design of the road that goes by there and that Staff has had discussion of options for the parking issue.

City Administrator Podhradsky:

- Reminded the Council of the tour at the Brewery at 5:45 pm on March 18, 2019 and that it will be a work session, so is open to the public.

Assistant City Administrator Kabat:

- Reported that the location of the farmers market this summer will be the parking lot of City Hall. Commented that this will be an exciting and fresh opportunity for the farmers market. Mayor Windschitl asked where employees will park. City Administrator Podhradsky explained they can park in the back parking lot and that there is on-street parking and that there will be reserved parking on 5th street for customers of the surrounding businesses. The Council and Staff talked about the difficulties of other locations and benefits of having it in the City Hall parking lot.

Mayor Windschitl:

- Noted that Lent starts on Wednesday and thus the two Friday fish fries at Guardian Angels Church begin.
- Noted that a long time Chaska resident Mary Lahl passed away and the funeral is March 5, 2019.

11. Adjourn

Motion by Councilmember Hatfield, second by Councilmember Huang, to adjourn the meeting at 9:25 pm.

Motion carried.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
3/18/2019**

Subject: Transient Permit – Minnesota Gardens

Prepared By: Denise Wetzel, Senior Clerk

Jennifer Buse, of Minnesota Gardens, located at 4733 Cumberland Rd, Mound, Minnesota has made application with the City of Chaska for a Transient Permit to sell plants and flowers from the Chaska Commons Shopping Center parking lot located at Highway 41 and Pioneer Trail. Minnesota Gardens has had permits over the last several years and the location proves to be a very popular site.

The required paperwork and fee of \$40 has been submitted. Staff recommends approval.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution approving Transient Permit TRA.19-03 in the name of Jennifer Buse of Minnesota Gardens of 4733 Cumberland Rd, Mound, Minnesota, 55364, valid April 1, 2018 through August 31, 2019.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 3/18/2019 **RESOLUTION NO.** 2019-21

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

**Resolution Approving Transient Permit for Jennifer Buse of
Minnesota Gardens**

WHEREAS, Jennifer Buse of Minnesota Gardens, has made application for a transient permit, pursuant to Chaska Ordinance No. 291;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that the request for a transient permit for Jennifer Buse of Minnesota Gardens of 4733 Cumberland Rd, Mound, MN 55364 which would allow the sale of plants and flowers in the Chaska Commons Shopping Center parking lot at Highway 41 and Pioneer Trail for the period beginning April 1, 2019 through August 31, 2019 is hereby approved subject to the following conditions:

1. Failure to comply with any of the conditions of this license or the Chaska Code of Ordinances, Chapter 12, Article 11, Sections 31-42, shall result in immediate revocation of said permit.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of March 2019.

Mark Windschitl – Mayor

Attest: _____
Deputy Clerk

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/18/2019**

Subject: Solicitor Permit for Renewal by Andersen

Prepared By: Denise Wetzel, Senior Clerk

The following individuals have made application for individual solicitor permits on behalf of Renewal by Andersen, a window and door business, located at 7600 Parklawn Ave, Edina, Minnesota, 55435. The permits will allow them to go door-to-door in our residential neighborhoods to solicit business for replacement of windows and doors.

This is the first year Renewal by Andersen is soliciting in our community. They have provided the required paperwork and paid the \$40 fee per individual.

Permit #	Name
19-04	Tanner Michael Conkey
19-05	Christian Pratt
19-06	Xavier Roberts
19-07	Jonathan True
19-08	Jason Ryan

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution, approving Solicitor Permit No. SOL.19-04 – SOL.19-08, for the above representatives of Renewal by Andersen, located at 760 Parklawn Ave, Edina, Minnesota, 55435, for the period of March 18, 2019, through December 31, 2019.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 3/18/2019 RESOLUTION NO. 2019-22

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

Resolution Approving Solicitor Permits for Representatives of Renewal by Andersen

WHEREAS, application has been made for solicitor's permits by individuals set forth in Exhibit A attached hereto and made a part hereof, representing Renewal by Andersen, pursuant to Chaska Ordinance No. 291;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that the request for solicitor permits from representatives of Renewal by Andersen, 7600 Parklawn Ave., Edina, Minnesota, 55435, which would allow the solicitation of replacement windows and doors services March 18, 2019 through December 31, 2019, is hereby approved subject to the following conditions:

1. Failure to comply with any of the conditions of this license or the Chaska Code of Ordinances, Chapter 12, Article 11, Sections 31-42, shall result in immediate revocation of said permit.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of March, 2019.

Mark Windschitl, Mayor

Attest _____
Deputy Clerk

EXHIBIT A

Permit #	Name
19-04	Tanner Michael Conkey
19-05	Christian Pratt
19-06	Xavier Roberts
19-07	Jonathan True
19-08	Jason Ryan

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/18/2019**

Subject: Wetland Replacement Plan for Harvest West Development

Prepared By: Matt Clark, City Engineer

As the Local Governmental Unit (LGU) that oversees the Wetland Conservation Act process in Chaska, the City has worked with all regulatory agencies involved in commenting on the wetland replacement plan for the Harvest West Development. Six wetland areas exist over the portion of property known as the Harvest West Development of which only one lower grade wetland is being replaced through wetland banking. The five wetlands that are to remain are being preserved or in some cases enhanced.

Overall the development layout was well received by the agencies that approve and oversee the wetlands process. City council has approved the preliminary plat of the development and the City has worked with all regulatory agencies involved in commenting on the wetland replacement plan for Harvest West Development. All said comments by state and local agencies have been addressed in the attached plan.

CITY COUNCIL ACTION REQUESTED

Motion to approve the wetland replacement plan for Harvest West Development.

Minnesota Wetland Conservation Act

Notice of Decision

Local Government Unit (LGU) City of Chaska, Matt Clark	Address One City Hall Plaza Chaska, MN 55318
Stantec, John Smyth – WCA Agent	2335 West Highway 36 St. Paul, MN 55112

1. PROJECT INFORMATION

Applicant Name Tradition Development Attn. Patrick Wrase 16972 Brandtjen Farm Drive Lakeview, MN 55044 Patrick.wrase@traditiondevelopment.com	Project Name Harvest West	Date of Application Complete 10/25/18	Application Number 193804181
☒ Attach site locator map.			

Type of Decision:

Wetland Boundary or Type	No-Loss	☐ Exemption	☐ Sequencing
X Replacement Plan		☐ Banking Plan	

Technical Evaluation Panel Findings and Recommendation (if any):

Approve	☐ Approve with conditions	☐ Deny
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2. LOCAL GOVERNMENT UNIT DECISION

Date of Decision:		
☐ Approved	Approved with conditions (include below)	☐ Denied

LGU Findings and Conclusions (attach additional sheets as necessary):

Tradition Development is proposing a 57.62-acre 128-lot single-family residential development known as Harvest West to be in the City of Chaska. The project will include public streets and municipal utilities. The existing site consists of farmland, woodland, and wetland. Stormwater management practices will provide treatment of runoff before discharge to wetlands after development.

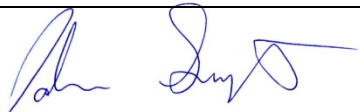
Harvest West will require 5,865 square feet of permanent impact in two wetlands. Permanent wetland impacts will be replaced by purchasing 0.2693 acre of wetland credit from the Sonstegard Wetland Bank, account 1650. This wetland bank is in the same Bank Service Area as the proposed wetland impacts.

The project went out for a 40-day review period to the agencies to provide comments. Comments were provided on the application and the comments were addressed to the City's satisfaction. The project meets the requirements of the Wetland Conservation Act and has been approved by the City Council.

Wetlands may not be impacted until all applicable conditions have been met!

LGU Authorized Signature:

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 5 provides notice that a decision was made by the LGU under the Wetland Conservation Act as specified above. If additional details on the decision exist, they have been provided to the landowner and are available from the LGU upon request.

Name John Smyth	Title WCA Agent	
Signature 	Date	Phone Number and E-mail 651-604-4708 John.smyth@stantec.com

THIS DECISION ONLY APPLIES TO THE MINNESOTA WETLAND CONSERVATION ACT.

Additional approvals or permits from local, state, and federal agencies may be required. Check with all appropriate authorities before commencing work in or near wetlands.

Applicants proceed at their own risk if work authorized by this decision is started before the time period for appeal (30 days) has expired. If this decision is reversed or revised under appeal, the applicant may be responsible for restoring or replacing all wetland impacts.

This decision is valid for five years from the date of decision unless a longer period is advised by the TEP and specified in this notice of decision.

3. APPEAL OF THIS DECISION

Pursuant to MN Rule 8420.0905, any appeal of this decision can only be commenced by mailing a petition for appeal, including applicable fee, within thirty (30) calendar days of the date of the mailing of this Notice to the following as indicated:

☐ Appeal of an LGU staff decision. Send petition and \$500.00 fee (if applicable) to: City of Chaska One City Hall Plaza Chaska, MN 55318	☒ Appeal of LGU governing body decision. Send petition and \$500 filing fee to: Executive Director Minnesota Board of Water and Soil Resources 520 Lafayette Road North St. Paul, MN 55155
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4. LIST OF ADDRESSEES

- ☒ SWCD TEP member: Aaron Finke, 11360 Hwy 212, Ste 6, Cologne, MN 55322
- ☒ BWSR TEP member: **Ben Carlson, 520 Lafayette Rd N, St. Paul, MN 55155**
- ☐ LGU TEP member (if different than LGU Contact):
- ☒ DNR TEP member: **Becky Horton, 1200 Warner Rd. St. Paul, Mn 55106**
- ☐ DNR Regional Office (if different than DNR TEP member)
- ☒ WD or WMO (if applicable): **Administration Building, Attn. Kristen Larson, 600 East 4th Street, Chaska, MN55318**
- Applicant (notice only) and Landowner (if different)
- Members of the public who requested notice (notice only): **Rob Bouta, Kjolhaug Environmental Services; Rob Bouta <robb@kjolhaugenv.com>**
- ☒ Corps of Engineers Project Manager (notice only) **Melissa Jenny, St. Paul District, OP-R 180 East Fifth Street, Suite 700, St. Paul, Minnesota 55101-1678**
- ☐ BWSR Wetland Bank Coordinator (wetland bank plan applications only)

5. MAILING INFORMATION

- For a list of BWSR TEP representatives: www.bwsr.state.mn.us/aboutbwsr/workareas/WCA_areas.pdf
- For a list of DNR TEP representatives: www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf
- Department of Natural Resources Regional Offices:

<u>NW Region:</u>	<u>NE Region:</u>	<u>Central Region:</u>	<u>Southern Region:</u>
Reg. Env. Assess. Ecol. Div. Ecol. Resources 2115 Birchmont Beach Rd. NE Bemidji, MN 56601	Reg. Env. Assess. Ecol. Div. Ecol. Resources 1201 E. Hwy. 2 Grand Rapids, MN 55744	Reg. Env. Assess. Ecol. Div. Ecol. Resources 1200 Warner Road St. Paul, MN 55106	Reg. Env. Assess. Ecol. Div. Ecol. Resources 261 Hwy. 15 South New Ulm, MN 56073

For a map of DNR Administrative Regions, see: http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf

- For a list of Corps of Project Managers: www.mvp.usace.army.mil/regulatory/default.asp?pageid=687
or send to:

US Army Corps of Engineers
St. Paul District, ATTN: OP-R
180 Fifth St. East, Suite 700
St. Paul, MN 55101-1678

- For Wetland Bank Plan applications, also send a copy of the application to:
Minnesota Board of Water and Soil Resources
Wetland Bank Coordinator
520 Lafayette Road North
St. Paul, MN 55155

6. ATTACHMENTS

In addition to the site locator map, list any other attachments:

☒ **Impact Exhibit**

☐

\\s0161600282\plan sheets\Harvest West Preliminary Plat\160028.2site.dwg Feb. 05, 2019 -- 9:04am
7.0 Wetland Replacement Plan for...
Page 5 of 5

LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- WETLAND DELINEATION
- WETLAND BUFFER
- WETLAND BUFFER MONUMENT
(PER CITY OF CARVER COUNTY REQUIREMENTS)

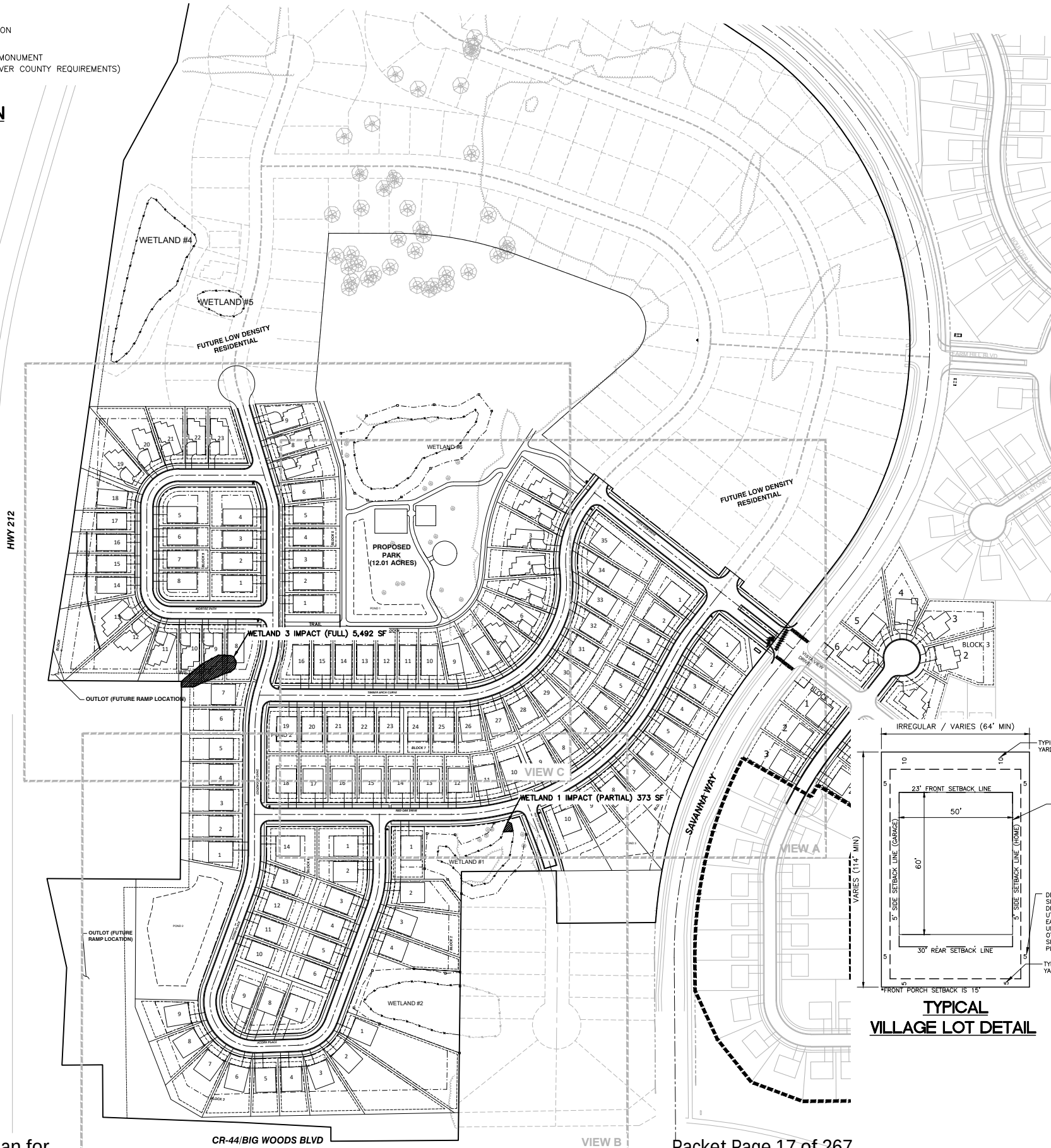
WETLAND BUFFER SIGN

CONSERVATION
AREA

- No Mowing
- No Spraying
- No Vehicles

Questions?

Contact the CCWMO
www.co.carver.mn.us/water



CONCEPT DATA

TOTAL SITE AREA	=106.63 AC	VILLAGE LOTS	
PHASE 1 AREA	= 57.62 AC	FRONT/CORNER SETBACK	= 23' MIN.
RESIDENTIAL R.O.W	= 8.97 AC	REAR SETBACK	= 30' MIN.
VILLAGE SF LOT AREA	= 19.37 AC	SIDE SETBACK (SF)	= 5' MIN.
COTTAGE VILLA LOT AREA	= 11.16 AC	BUILDING PAD	= 50(W)'X60'(D)
WETLAND AREA	= 1.78 AC	COTTAGE LOTS	
TRAIL CONNECTION	= 0.10 AC	FRONT/CORNER SETBACK	= 20' MIN.
STORMWATER AREA	= 1.50 AC	REAR SETBACK	= 30' MIN.
PARK AREA	= 12.01 AC	SIDE SETBACK (SF)	= 5' MIN.
MONUMENT OUTLOT	= 0.03 AC	SIDE-LOAD BUILDING PAD	= 44(W)'X90'(D)
MNDOT RAMP AREA	= 3.34 AC	FRONT-LOAD BUILDING PAD	= 40(W)'X74'(D)
RESIDENTIAL R.O.W	= 60' WIDTH		
STREET LENGTH	= 6,682 L.F.		
REAR YARD PARK SETBACK	= 40'		
COLLECTOR ROAD SETBACK	= 100' FROM C		
COUNTY ROAD 44 SETBACK	= 125' FROM C		
HWY 212 SETBACK	= GREATER OF 225' FROM ADJACENT LANE C OR 50' FROM ROW		

PHASE 1 LOT COUNT

PHASE 1 LOT COUNT
79 VILLAGE LOTS
64'X114' SINGLE FAMILY

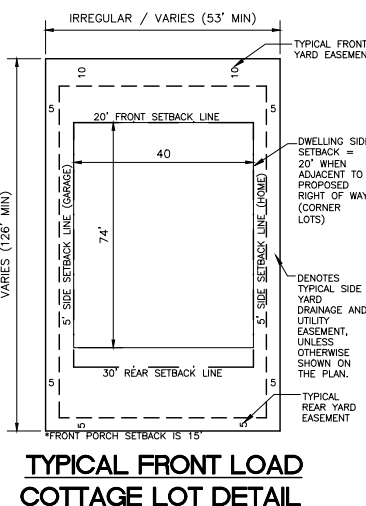
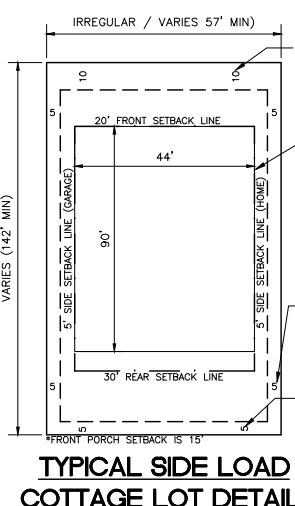
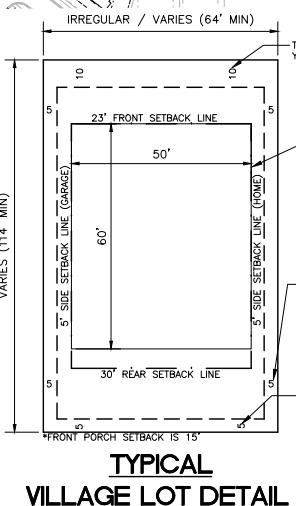
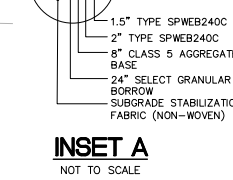
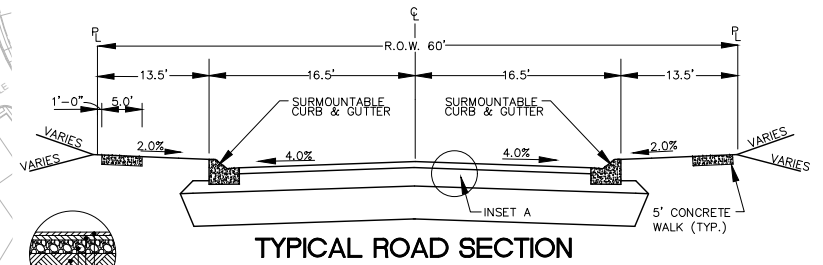
49 COTTAGE LOTS
29 - FRONT LOAD - 53'X126'
20 - SIDE LOAD - 57'X142'

128 TOTAL LOTS
37.14 TOTAL ACRES
(exclude park, wetland, trail, mndot row, city outlot B)
3.45 UNITS/ACRE

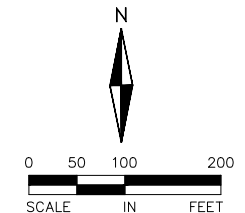
FUTURE (NORTH) LOT COUNT
115 SINGLE FAMILY (SUBJECT TO CHANGE)

WETLAND SUMMARY

WETLAND BUFFER	= 30' AVG. (20 ft MIN)
WETLAND 1	= TYPE 1 AND 2
WETLAND 2	= TYPE 2 AND 3
WETLAND 3	= TYPE 1
WETLAND 6	= TYPE 2
*PER KJOLHAUG ENVIRONMENTAL SERVICES REPORT DATED: MARCH 2, 2018	
WETLAND IMPACTS	
WETLAND 1 (PARTIAL)	373 SF
WETLAND 3 (FULL)	5,492 SF
TOTAL:	5,865 SF
2:1 MITIGATION REQUIRED: (VIA BANKING CREDITS)	11,730 SF



FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION



ALLIANT
ENGINEERING

233 Park Ave S, Ste 300
Minneapolis, MN 55415
612.758.3080 MAIN
612.758.3099 FAX
www.alliant-inc.com

HARVEST WEST
CHASKA, MN
PRELIMINARY PLAT SUBMITTAL
SITE PLAN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed PROFESSIONAL ENGINEER under the laws of the State of MINNESOTA

DAVE NASH, PE
2-5-19 21836
Date License No.

QUALITY ASSURANCE/CONTROL

DATE	ISSUE
5-01-18	CITY SUBMITTAL
7-12-18	ADD'L BUFFERING PER CITY
8-27-18	CITY RESUBMITTAL
9-19-18	STORMWATER REV.
11-8-18	STORMWATER REV.
12-6-18	WETLAND OUTLET DETAILS
2-5-19	TYP,CITY & COUNTY REV

PROJECT TEAM DATA	
DESIGNED:	DN
DRAWN:	SL
PROJECT NO:	216-0028.2

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/04/2019**

Subject: Consider Employee Handbook and Fire Manual Update

Prepared By: Sarah Donovan, HR Manager

Background

The City of Chaska's Employee Handbook has needed significant updates for a number of years. Although additions have been made to the handbook, the last time the entire handbook was reviewed and updated was prior to 1999. There were several new additions and updates that needed to occur in order to be compliant with State and Federal law.

In order to ensure that the handbook was up to date with requirements and followed an organized layout, the Human Resources department worked with our broker, Associated Benefit and Risk Consulting and employment attorneys to build and update the handbook. There were HR professionals along with a legal team that assisted with developing the content in the handbook.

Once the first draft was complete, internal HR Department reviewed and made updates. Next, HR sent out a draft copy and requested feedback from the employees. Once edits were complete, a copy was sent to the City of Chaska's employee relations attorney, Madden Galanter Hansen, LLP for a final legal review.

The Chaska Fire Department will use the policies and procedures in the Employee Handbook. However, there were additional policies and procedures specific to Fire that needed to be addressed. The Fire Manual is intended to provide information to the paid on call fire team above and beyond the employee handbook. This manual is new document.

Updates to handbook

A list of the significant changes in the handbook are laid out below. Please note this list is not exhaustive of every change that was made but tried to capture the most impactful policy and law changes.

NEW ADDITIONS:

- Section 100: About the Handbook
- Section 101: Employee
- Section 205: Performance Reviews
- Section 102: At Will Employment
- Section 103B: ADA
- Section 105: Employee Medical Examinations
- Section 106: Immigration Law Compliance
- Section 107: Conflicts of Interest
- Section 108: Whistleblower Protection
- Section 202: Access to Personnel Files
- Section 204: Personnel Data Changes

- Section 306: Impact of Leaves of Absence on Employee Benefits was added and updated with more details
- Section 310: Pregnancy and Parental Leave (added in to explain more details regarding the new laws)
- Section 316: Witness Duty
- Section 318: Civil Air Patrol
- Section 319: Military Personnel Injured/Killed in Service leave
- Section 320: Military Ceremony leave
- Section 321: Time off to Vote
- Section 322: School Conferences and Activities Leave
- Section 325: Employee Assistance Program
- Section 402: Paydays
- Section 502B: Flexible Work Schedules
- Section 506: Breaks for Nursing mothers
- Section 509: Business Expenses and Reimbursements was added to match our current policy through Finance Department
- Section 512: Social Networking Websites and online communications
- Section 605: Workplace Violence
- Section 606: Gossip-Free policy
- Section 609: Personal appearance
- Section 611: Security Inspections
- Section 612: Solicitation

UPDATES:

- Section 201: Employee Categories - Employee definitions updated in section 201 Employment Categories
- Section 111: Job Posting and Employee Referrals - Updates and minor changes in section 112 Job Posting and Employee Referrals
- Section 203: Background and Employment Reference Checks – Process has slightly changed in terms of who gets background checks. This section was added to clarify.
- Section 301: Employee Benefits - This section was significantly reduced as we are pointing employees towards our benefit packet for additional information as well as our online resource Benefits Connect.
- Section 307: Educational Assistance – There was confusion on the process for educational assistance, we tried to clarify as much as we could.
- Section 309- Family Medical Leave – This section was updated significantly. A lot was legal language, and some was regarding certain time allotments and rules that had been changed throughout the years.
- Section 312: Unpaid Leave – There was some confusion in the past on how these were processed. We laid out the process more simply.
- Section 313: Salary Continuation – Just reworded and tidied up language and process.
- Section 315: Jury Duty – What we had in the previous handbook and what the City was doing were different. We changed the process in the book to ensure they now match.
- Section 502A: Work Schedules – Some minor updates and changes here, more clarifying language added.
- Section 503 Emergency Closings and Business Shut Downs- Added language about mandatory shut down and clarified language on optional shut down.

- Section 504 Rest and Meal Periods – Clarifying language added to better explain requirements of break
- Section 507A: Overtime – Clarifying language as well as updated specifically adding in language for new Fire Inspector OT calculation.
- Section 601 Employee Conduct and Work Rules – significant updates and additions
- Section 604 Harassment, Bullying and Offensive behavior – Significantly updated and additions
- Section 607 Attendance and Punctuality – Clarifying language as well as laying out more clearly when something would qualify as job abandonment.
- Section 613: Employment Resignation and Termination- was updated with new definitions, and more detail

Recommendation

Staff is recommending the adoption of the City of Chaska Employee Handbook, attached is the final draft copy of the handbook.

CITY COUNCIL ACTION REQUESTED

Motion to approve the City of Chaska Employee Handbook and Fire Manual.

City of Chaska



EMPLOYEE HANDBOOK

Issued

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On behalf of everyone here, I welcome you to the City of Chaska and wish you every success at our City.

You will be receiving information about the City, your job, City benefits and policies during your first days on the job. I hope that you find the information included in this handbook helpful.

The City's overall mission is to be "the best small town in Minnesota." The City Council and staff are committed to achieving this goal through the provision of quality municipal services. Please review the City's mission and value statements included in this handbook. Our dedicated, professional employees are the City's greatest resource, and a high quality municipal work force is essential in reaching our long-term goals.

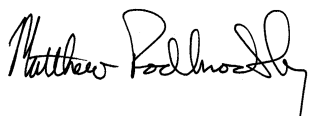
Hopefully, a distinguishing trait of our organization is its emphasis on customer service. Customers for our purposes are defined as "anyone a City employee comes in contact with", with quality service defined as "meeting or exceeding customer expectations". As you strive to deliver quality service, it is important that you keep in mind that in many instances, the **customer's perception** is equally important as the actual quality of the services we provide. It is for this reason that the City has placed a high priority on soliciting feedback from all of our customers. Recognizing our priority of quality service, the City Council has adopted a formal customer service policy as a means to articulate these commitments.

Our commitment to you as a City employee is to make available the necessary resources and training which will provide you with the tools to meet these objectives. We are confident that the skills and capabilities that you bring to our organization will also enhance our ability to meet Chaska's vision of being a quality small town.

The purpose of this handbook is to introduce you to our organization and provide you with important information about working with our organization, our employee benefits, and our employment policies. We expect you to read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs we have developed to benefit you and other employees. However, this handbook cannot anticipate every situation or answer every question about your employment. If you have questions about any of the policies in this handbook, please contact Human Resources.

Congratulations again on joining the City of Chaska team. We hope that your experience here will be challenging, enjoyable, and rewarding.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Podhradsky". The signature is fluid and cursive, with the first name "Matt" and last name "Podhradsky" clearly distinguishable.

Matt Podhradsky
City Administrator

THE HISTORY OF CHASKA

Chaska's history reflects the influence of the Native American culture. The name "Chaska" is a Dakota word meaning, "first born male child." In 1851, speculator Thomas Holmes founded the City. Originally, the settlers were mainly farmers, but a thriving industry, including the famed Chaska brickyards grew around the railroad and the river in the late 1800s. The 1950s and 1960s saw the beginning of the transition of Chaska from an agricultural trade center into a community experiencing the expansion of a regionally growing metropolitan area.

Population doubled from 4,350 to 8,350 in the seventies with the creation of Jonathan, a federally assisted planned community within Chaska. Chaska's population grew from 2,500 in 1960 to 8,300 in 1980. Much of that growth was due to the first federally funded "new town", Jonathan, which began in newly annexed land north of the City. The development brought new land, new jobs, and new people to the community.

Throughout this period of transition and change, dozens of modern industries located in Chaska and hundreds of homes were built. Although Jonathan did not fulfill its initial concept, it provided Chaska the infrastructure to attract new business and industry, which began in the mid-1980s. Along with this development focus came a form of governance that encouraged the City organization to be "The Best Small Town in Minnesota" through support of a process of values and vision. This vision was founded on the pursuit of positive attitude, values, and the feel of a community as a place to gather and work and call home. Significant industrial expansion due to City incentives kept the growth going into the eighties and nineties. By focusing on a thriving, vital downtown, Chaska has maintained its small-town character while continuing to grow as a part of the metropolitan area.

Chaska remains "The Best Small Town in Minnesota." A large part of that is due to community leaders stressing strong neighborhoods, local job opportunities, parks, trails, recreation and the arts, community celebrations, good schools, and especially small-town values. It is made possible by individuals and groups who share this vision.

Through the decades of growth and change, Chaska has remained a community of strength and character. The traditions of good living begun so many years ago on the banks of the Minnesota River continue to this day.

Today, Chaska combines the best of both worlds – friendly small town and modern city.

ORGANIZATIONAL VALUES

The City of Chaska is a small-town, municipal organization responsible for delivering essential public services to its citizens. The overall mission of the Chaska City organization is to be the best small town in the State of Minnesota. As employees in the City, we are committed to a set of values, which enable us to individually and collectively meet the public service needs of our quality community. The quality of life in Chaska depends upon a partnership among citizens, elected officials and City employees. Each of us is striving for excellence. As such, we have agreed upon the following as our organizational values and ask that you make a commitment to:

- **CHASKA:** Chaska is an extraordinarily special community, which is unique because it is a quality small town within a larger metropolitan/suburban area. Our commitment is to collectively strive to make Chaska the best small town in Minnesota.
- **COMMUNITY VALUES:** As an organization, we are committed to modeling and promoting the values of citizenship, environmentalism, generosity, human worth and dignity, integrity, learning, respect for others, and responsibility.
- **EXCELLENCE IN PUBLIC SERVICE:** Individually and collectively we are vested with the “public trust.” We have chosen public service as our responsibility and are proud of the excellent work performed by the City of Chaska. Consistent with this vision, Chaska’s citizens will be treated as our customers and their feedback will be essential.
- **FISCALLY RESPONSIBLE:** Careful management of our financial resources demonstrate our respect for the citizens whose taxes support our activities. To be fiscally responsible is to recognize that most problems cannot be solved with money alone; therefore, fresh approaches and creativity in addressing issues shall be adopted.
- **PROGRESSIVE CHANGE:** We are committed to progressive change, as necessary to accomplish our goals, while still advocating the maintenance of Chaska’s unique historical perspective. We reject the notion that “City Hall” should simply maintain the status quo. Furthermore, we are committed to being proactive rather than reactive.
- **QUALITY:** As the Chaska community continues to develop and redevelop; we are committed to aggressively pursuing quality in City facilities and infrastructure, City services, recreational opportunities, and private development activities.
- **OUR EMPLOYEES:** Our employees must be able to enjoy a respectful, exciting, challenging, and fulfilling work environment where they are recognized and rewarded for their commitment to excellence.

We are proud of the City of Chaska, our employees, and the citizens we serve.

MISSION STATEMENT

“To Be the Best Small Town in Minnesota”

For the success of our organization, it is critical that each of the employees understand the purpose and mission of the City of Chaska. To clearly state our vision, the City employees and elected officials have jointly developed a formal mission statement and set of organizational values. As you review these statements keep in mind that our ultimate objective is to be a quality small town.

The primary mission of the City of Chaska is to enhance and maintain the high quality of life of its “shareholders,” the citizens of the Chaska, which has been nurtured in the community since its incorporation in 1852. Consistent with its mission the City will strive to maintain its unique, historical, small town image and sense of community while supporting will planned, orderly growth. The mechanism for obtaining these objectives is with proper community planning, enforcement of local ordinances and State statutes, economic development and provision of quality municipal services.

Community growth is to be emphasized in the area of quality industrial and commercial development. Quality, balanced residential development is also encouraged consistent with local demand.

Orderly growth should promote expansion of the City’s tax base, supply employment opportunities and provide for reasonable diverse shopping opportunities.

The City will strive to provide quality, basic municipal services in the areas of Police, Fire, Public Works, Utilities and Parks & Recreation while maintaining an average to below average property tax level. Although the City will generally not look to provide “luxury municipal services” it will seek to provide all services in the most cost-effective mode and administer these services to the citizens of Chaska fairly equitably. The City will attempt to structure service delivery in order to allow that those benefiting from various services also assume the financial responsibility. When economically feasible the City will support innovative and creative service concepts.

In obtaining these goals the City Council will attempt to be proactive and strive to initiate policy consistent with these objectives. Citizens will be viewed as customers of City services and a priority will be given to obtaining feedback and in communication with our customers. Quality professional staff will be encouraged to implement on a day to day basis the overall mission and goals established by the City Council.

100 About the Handbook*Effective Date: 12/20/2018*

The purpose of these policies is to establish a uniform and equitable system of personnel administration for the employees of the City of Chaska. They should not be construed as contract terms for any City employees. No supervisor or City representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this handbook or in other City policies which may be communicated to the you constitutes a contract of employment. The policies are not intended to cover every situation that might arise and can be amended from time to time at the sole discretion of the City. These policies supersede all previous personnel policies. As an employee, you are responsible for complying with current City policy at all times.

Every policy in this handbook has been carefully considered and is important to the successful operations of our organization. Except as otherwise prohibited by law, the City of Chaska has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

Scope

These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:

- Elected officials
- City attorney
- Members of City board, commissions and committees
- Consultants and contractors
- Volunteers, except for on-call firefighters

If any specific provisions of the personnel policies conflict with any current union agreement, the union agreement will prevail. Union employees are encouraged to consult their collective bargaining agreement first for information about employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

These policies serve as an information guide to help employees become better informed and to make their experience with the City more rewarding. Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Each employee will be given a copy of such work rules by the department upon hiring and such rules will be further explained, and enforcement discussed with the employee by the immediate supervisor.

101 Respectful Workplace*Effective Date: 12/20/2018*

Employees are the backbone of our success. Our achievements are due to the spirit and cooperation of our people who contribute. We promote a safe and professional work environment that encourages teamwork and individual initiative and in which courteous and respectful treatment is the standard. It is up to each of us to treat one another with respect and

dignity and hold ourselves – and each other- accountable for appropriate behavior. Behavior that is not consistent with these policies may result in disciplinary action.

We will do our best to:

- Provide a safe working environment;
- Select and promote people on the basis of skill, training, ability, merit, attitude, and character without prejudice or discrimination;
- Maintain competitive wages and benefits, appropriate with our philosophies;
- Welcome employee input, ideas and constructive criticisms at all times;
- Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticisms of fellow workers;
- Dedicate ourselves to being the best and getting better;
- Respect individual rights, and treat all employees with courtesy and consideration;
- Maintain mutual respect in our working relationships; and
- Do all these things in a spirit of friendliness and cooperation.

Each of us, as employees, is responsible for:

- Regular and punctual attendance;
- Reporting to work, ready to work with proper attire;
- Good housekeeping skills (keeping self, work station, and surrounding areas as clean as possible);
- Safe working practices and good work performance;
- Cooperating with fellow employees to achieve the best results;
- Mutual respect for those we work with;
- Constructive participation in the operation of the organization by contributing your individual ideas and by becoming personally involved in opportunities as they may arise; and
- Portraying a positive organization image, both at work and while in the community.

We believe that the work conditions, wages, and benefits we offer to our employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly and directly to your supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We demonstrate our commitment to our employees by responding promptly and effectively to employee concerns.

102 At Will Employment

Effective Date: 12/20/2018

Your employment with us is voluntary and is subject to termination by you or us at will, with or

without cause, and with or without notice, at any time. Nothing in this handbook should be interpreted to be in conflict with or modify your status as an at-will employee.

103A Equal Employment Opportunity

Effective Date: 12/20/2018

We provide employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, pregnancy, citizenship, national origin, age, disability, military service, veteran status, genetic information, union membership, creed, marital status, familial status, sexual orientation, status with regards to public assistance, membership in a local human rights commission, or any other status protected by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions are based on merit, qualifications, and abilities.

We will not request or require a genetic test or collect or use any protected genetic information from any employee or applicant in connection with employment-related decisions.

Every employee will be addressed by a name and by pronouns that correspond to the employee's gender identity. A court-ordered name or gender change is not required.

This policy applies to all terms and conditions of employment, including recruiting, hiring, compensation, selection, job assignment, promotion, discipline, termination, layoff, recall, transfer, access to benefits, leaves of absences, and training. If you have a question or concern about any type of discrimination in the workplace, you are encouraged to bring these issues to the attention of your immediate supervisor or the Human Resources Department. You can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

103B Accommodating Individuals With Disabilities

Effective Date: 12/20/2018

We are committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is our policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability. This includes, but is not limited to, discrimination with respect to hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment.

If you believe you need a reasonable accommodation to perform the essential functions of your job, contact the Human Resources Department. Consistent with this policy of nondiscrimination, we will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, provided that such accommodation does not constitute an undue hardship on our organization. We encourage individuals with disabilities to come forward and request reasonable accommodations if needed.

On receipt of an accommodation request, a member of the Human Resources Department will meet with you to engage in an interactive dialogue where we will discuss and identify the precise limitations resulting from your disability and the potential accommodation that we might make to help you overcome those limitations. We may request reasonable medical documentation to help us better understand your limitations and necessary reasonable accommodations.

We will determine whether the requested accommodation constitutes an undue hardship by considering various factors, including, but not limited to the nature and cost of the accommodation in light of our financial resources and the accommodation's impact on the operation of our organization, including its impact on the ability of other employees to perform their duties and our ability to conduct business.

The ADA does not require us to reallocate essential job functions or to provide personal use items such as eyeglasses, hearing aids, and wheelchairs. We retain sole discretion to determine the reasonableness of requested accommodations.

You must comply with safety rules at all times. We make every effort to place applicants and employees in positions for which they are qualified. However, in the event that you are placed in a position where, with or without a reasonable accommodation, you would create a direct threat to the safety or health of yourself or others, we may remove you from the position until we can obtain medical documentation regarding your ability to safely perform the essential functions of the position.

Information obtained or provided in connection with the existence of a disability, or the need for an accommodation, will be kept strictly confidential, and will only be disclosed to those individuals who have an actual need to know about them, and then, only to the degree necessary.

If you have a question or concern about this policy, you are encouraged to bring these issues to the attention of the Human Resources Department. You can raise concerns and make reports without fear of reprisal.

104 Personal Relationships in the Workplace

Effective Date: 12/20/2018

The employment of relatives or persons involved in dating relationships in the same area of the organization may cause serious conflicts and problems with favoritism and employee morale. In addition, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

We do not prohibit employing relatives of other employees, or persons involved in dating relationships with other employees. Generally, relatives and persons involved in dating relationships will not be allowed to report to one another or otherwise work in a position that has control or influence over the other person's hiring, advancement, performance evaluation, discipline, or termination. In these circumstances, we ask that you report your familial or dating relationship to your supervisor or human resources. In case of actual or potential problems, we will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

105 Employee Medical Examinations

Effective Date: 12/20/2018

We may require you to undergo a medical examination if necessary, to comply with applicable state and/or federal laws, or if we wish to ensure that you are able to perform your duties safely. DOT, Fire, and Police employees may be subject to additional examinations and can obtain further information from Human Resources.

Pre-Employment and Pre-Transfer / Promotion Physicals

You may have to successfully pass a physical exam before starting certain positions within our organization. If so, you will only be tested on your ability to perform job-specific tasks and functions, and will not be tested on your general health. If you do not pass the physical exam, we will withdraw the job offer or promotional opportunity, unless there is a reasonable accommodation that will enable you to effectively perform the position's essential functions.

Additional Employee Assessments

We may also have you evaluated by a doctor in such circumstances as follows: to determine or update your ability to perform in your current position, pursuant to our drug and alcohol policy, to confirm your need for medical leave, to assess your ability to return to the workplace after a medical leave, to determine your need for accommodations, or to comply with applicable state or federal laws.

We keep your medical information confidential and separate from the other parts of your personnel file, and we strictly limit access to such information to those individuals who have a legitimate and necessary need to know.

106 Immigration Law Compliance

Effective Date: 12/20/2018

We employ only individuals who are authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

When hired, as a condition of employment, you must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you were previously employed with us, you must complete a new form if you have not completed an I-9 for us within the past three years, along with current I-9 documentation or if your previous I-9 is no longer retained or valid.

We must terminate employees who are unable to provide appropriate documentation in support of their right to work in the United States within three (3) days of their start date.

If you have questions or want more information on immigration law issues, contact the Human

Resources Department. You may raise questions or complaints about immigration law compliance without fear of reprisal.

107 Conflicts of Interest

Effective Date: 12/20/2018

Activities or relationships that conflict with our interests or adversely affect the organization's reputation should be avoided. We cannot describe every situation that may constitute a conflict of interest; rather, the purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to conflicts of interest. Contact Human Resources if you have any questions about conflicts of interest.

A conflict of interest occurs when your loyalty is, or appears to be, divided between your self-interest or the interests of a third party and our interests. The types of conflicts of interest you must avoid include, but are not limited to:

- Accepting, agreeing to accept, or soliciting money or other tangible or intangible benefit in exchange for favorable decisions or actions in the performance of your job or that might appear to influence your decision-making or professional conduct;
- Accepting employment or compensation or engaging in any business or professional activity that might require disclosure of confidential information or trade secrets;
- Directly or indirectly engaging in activities that compete with our business interests, including engaging in, owning, managing, operating, joining, controlling, consulting with, participating in the ownership, operation or control of, being employed by, or being connected in any manner with any person or entity which solicits, offers, offers to provide, or provides any services or products similar to those which we offer to our customers or prospective customers;
- Accepting employment or compensation that could reasonably be expected to impair your independent judgment in the performance of your duties;
- Accepting a kickback, bribe, gift, costing more than \$5 or special consideration as a result of any transaction or business dealings involving us;
- Giving preferential treatment in business dealings to any person or company in whom you, a relative or friend has a significant ownership interest or relationship.

You must disclose actual or potential conflicts or any relationships that may create the appearance of a conflict of interest to your supervisor as soon as you become aware of them so that safeguards can be established to protect all parties.

108 Whistleblower Protections

Effective Date: 12/20/2018

We strive to create an ethical and open work environment, to ensure we have a governance and accountability structure that supports our mission, and to encourage and enable you to raise legitimate concerns about the occurrence of illegal or unethical actions within our organization instead of turning to outside parties for resolution.

We expect you to report activities you consider to be illegal, unethical, or dishonest internally. You are not responsible for formally investigating the activity or determining fault or corrective measures. Instead, as discussed below, appropriate management officials are charged with these responsibilities.

Examples of illegal, unethical, or dishonest activities include, but are not limited to:

- Violations of federal, state or local laws
- Activities that potentially violate healthcare reform laws
- Theft or inappropriate removal or possession of property
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Falsification of records, including timekeeping records
- Violation of OSHA or other regulatory standards
- Sexual or other unlawful or unwelcome harassment
- Unauthorized disclosure of business “secrets” or confidential information

If you have knowledge of or a concern about actual or potential illegal, dishonest, or fraudulent activity, you should contact your immediate supervisor, the Assistant City Administrator, or the Human Resources Department. You must exercise sound judgment to avoid baseless allegations. The Human Resources Department (or an outside agency as determined in the sole discretion of the City) will investigate your concerns and determine the proper course of corrective action. If someone in the Human Resources Department is the subject of the whistleblower complaint, another member of senior management will become responsible.

Insofar as possible, we will try to maintain your confidentiality. However, your identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. We will not retaliate, nor permit retaliation against anyone who brings forward a legitimate concern under this policy. If you believe you are being retaliated against, contact the Human Resources Department or Assistant City Administrator immediately. Protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

If you intentionally or recklessly file a false or baseless report of wrongdoing, you will be subject to discipline up to and including termination. If you have questions about this policy, please contact your supervisor or the Human Resources Department.

109 Outside Employment

Effective Date: 12/20/2018

You may hold outside jobs as long as you meet the performance standards of your job with us. We judge all employees by the same performance standards and hold everyone to our scheduling demands, regardless of any existing outside work requirements. At all times, our interests shall take priority over those of any outside employer.

You may not receive any income or material gain from individuals outside our organization for materials produced or services rendered while performing your jobs for us. Similarly, outside

employment that constitutes a conflict of interests prohibited.

If we determine that your outside work interferes with performance or the ability to meet the requirements of your position as they are modified from time to time, you may be asked to terminate the outside employment if you want to remain employed by us.

Questions as to whether employment with a particular outside employer might constitute a conflict of interest should be directed to the Human Resources Department.

111 Media Requests

You have a responsibility to help communicate accurate and timely information to the public in a professional manner. Requests for private data or information outside of the scope of job duties should be routed to the City's Communication Manager.

Any employee who identifies a mistake in reporting should bring the error to the Communication Manager. Regardless of whether the communication is in the employee's official city role or in a personal capacity, employees must comply with all laws related to trademark, copyright, software use, etc.

With the exception of routine events and basic information readily available to the public, all requests for interviews or information from the media are to be routed through the Communications Manager. No city employee is authorized to speak on behalf of the city without prior authorization from the city administrator or his/her designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, and websites. When responding to media requests, employees should follow these steps:

1. If the request is for routine or public information (such as a meeting time or agenda), provide the information and notify the Communications Manager of the request.
2. If the request is regarding information about city personnel, potential litigation, controversial issues, an opinion on a city matter, or if an employee is unsure if the request is a "routine" question, forward the request to the Communications Manager. An appropriate response would be, "I'm sorry, I don't have the full information regarding that issue. Let me take some basic information and submit your request to the appropriate person, who will get back to you as soon as he/she can." Then ask the media representative's name, questions, deadline, and contact information.

All news releases concerning city personnel will be the responsibility of the Communications Manager.

112 Job Posting and Employee Referrals

Effective Date: 12/20/2018

Job Posting

We believe strongly in employee promotion and development. We encourage you to express your interest in open positions and advancement opportunities within the organization according to your skills and experience. In general, we post notices for all regular, full time job openings, although we may not do so for every position. We typically post job openings on the City website, employee bulletin board, over email, on social media, and other recruitment media and sites. Union positions will follow labor contract requirements.

To apply for an open position, submit a job posting application to the Human Resources Department using the online application at www.chaskamn.com/employmentopportunities. This application will cover job-related skills and accomplishments. If you have recently been disciplined, or are on disciplinary probation, you are generally not eligible to apply for posted jobs without the approval of human resources. We ask, but do not require that you discuss your plan to apply internally with your direct supervisor.

Once you apply, your supervisor will usually be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer will also be discussed at that time.

Although we usually prefer to fill open positions with current employees who express interest in the positions, we may choose to hire an external candidate over a current employee if we determine that the external candidate best meets the needs of the position.

201 Employment Categories

Effective Date: 12/20/2018

Your employment status and benefit eligibility depend upon your employment classifications. All employees in all classifications described below are subject to our employment-at-will policy described earlier in this handbook.

Your position is classified as either nonexempt or exempt from state and federal wage and hour laws. Nonexempt employees are entitled to overtime pay and other benefits under the wage and hour laws, whereas exempt employees are excluded from specific provisions of the wage and hour laws, and don't receive overtime pay. Nonexempt employees are usually paid on an hourly basis, while exempt employees are usually paid on a salaried basis. We determine whether your position is nonexempt or exempt based on the requirements of state and federal law.

In addition to the above classifications, you also belong to one or more of the following employment categories:

- **Full Time** employees are those who are not temporary or seasonal and who are regularly scheduled to work a schedule of at least 30 hours per week. Full-time employees are eligible for our entire benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **Part Time** employees are those who are not temporary or seasonal and who are regularly scheduled to work less than 30 hours per week. For the first twelve (12) months of employment, part time employees do not receive vacation benefits. Effective the thirteenth (13th) month of employment, part time employees receive part time vacation

and benefits determined and prorated based on the actual number of hours worked. Part time employees will receive all legally mandated benefits (such as Social Security and workers' compensation insurance) but generally not be eligible for medical benefits sponsored by us, subject to the terms, conditions, and limitations of the medical plan.

- **Union** employees are those who are not temporary or seasonal and who are bargaining unit members of any union currently recognized by the Bureau of Mediation Services. While the policies and benefits described in this Handbook are generally applicable to Union employees, the terms of any Labor Agreement that are contrary to, or different than, the policies and benefits described in this Handbook will ultimately determine the rights of Union employees.
- **DOT** employees are those who have been hired into positions covered by the DOT regulations. While the policies and benefits described in this Handbook are generally applicable to DOT employees, such employees may occasionally be subject to different policies and practices (such as drug testing or physical exams) that are different from those described in this Handbook.
- **Seasonal Employees** are those who are hired on a temporary basis , which means the positions (1) are not for more than 67 working days in any calendar year; or (2) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment. Seasonal employees may be hired in consecutive years, but will still remain seasonal.
 - Seasonal employees do not receive holiday or vacation benefits.
- **Interns** are those who are those who are hired on a temporary basis and do not receive holiday or vacation benefits. Any Department Head hiring an intern must specify in writing any deviations from the seasonal part time employee classification.
- **Contractors** are those who have an established independent contractor relationship with us and who are assigned to work on an intermittent and/or unpredictable basis. Contractors are not employees and are ineligible for any the city benefit programs.

202 Access to Personnel Files

Effective Date: 12/20/2018

We maintain a personnel file on each employee. The personnel file includes such information as your job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of City of Chaska and we restrict access to the information they contain. Generally, we only allow supervisors who have a legitimate reason to review information in a file. The Minnesota Government Data Practices Act (MGDPA) classifies much of the personnel and other information kept by cities as private.

Employees are entitled to review their personnel files twice in a one-year period. If you wish to review your file, contact the Human Resources Department. You may review your personnel file

within seven working days of our receipt of your written request. Your file may be reviewed in our offices and in the presence of an individual appointed by us to maintain the files. After our review, and upon written your request, we will provide you with a copy of your personnel record. We will not retaliate against you for asserting your rights to request a copy of or review your personnel file.

203 Background and Employment Reference Checks*Effective Date: 12/20/2018***Background Checks**

We may conduct background and reference checks to ensure that individuals who work for us are well qualified and have a strong potential to be productive and successful. We conduct these checks after our initial offer for employment for any hires over 18 years of age at the time of offer. All offers are contingent on the completion of a successful background check. The types of checks we conduct are dependent on the role you have applied for and may include such inquiries such as criminal history, credit history, degree confirmation, employment references, and licensure confirmation. The information we obtain via such inquiries will be considered in light of the needs and concerns underlying the check, and may take into account such things as customer directives or restrictions, the recency of the conviction, and the relevance of the information to the work to be performed. DOT employees will be subject to additional verification standards.

We retain the sole discretion to determine what impact the acquired information may have on the applicant or employee in question, including rescinding offer, removal from customer assignment, denying access to restricted items/information/and data, and even termination of employment. Decisions are made dependent on the circumstances on an individualized basis.

Verification of Employment

The City provides employment information on former employees within the scope of the Minnesota Government Data Practices Act.

If you would like to authorize someone to have access to private data about you, you must provide the City with a written authorization. The authorization should detail the name of the person or agency you want information released to and the specific information that you are authorizing the City to release. Authorizations should be submitted to Human Resources.

204 Personnel Data Changes*Effective Date: 12/20/2018*

We expect you to promptly notify HR of any changes with your contact information and other personnel data. Be sure to provide HR with your accurate and current personal mailing address, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other similar information. You may be able to update some of these changes on our Employee Self Service site. If you cannot make the change yourself or you have questions on how to make the change, notify the Human Resources Department.

205 Performance Evaluation*Effective Date: 12/20/2018*

We strongly encourage our supervisors and employees to engage in a regular and on-going dialogue about work performance including but not limited to; job tasks, encouraging and recognizing strengths, identifying areas for improvement, and

discussing positive, purposeful approaches for meeting goals. These ongoing conversations are particularly important for new employees or employees who have transitioned to new positions. Training begins with an orientation process. At six months, you may have a formal review.

In addition to verbal discussions and individualized coaching, formalized written performance evaluations are also used as part of the performance evaluation process as outlined below:

Following 6 to 12 months of employment, your supervisor may provide you with a formal performance evaluation. Performance evaluations are also normally provided following 6 to 12 months in any new position. In addition, your annual performance evaluation will typically be held with your supervisor on or near your anniversary date each year.

Where possible, we try to recognize and encourage outstanding employee performance by awarding pay raises from 0 to 5%. Our decision to award such raises is discretionary and depends on goal accomplishment (both personal and professional), organization financial strength, market-driven factors, as well as the information documented during annual performance evaluations. We do not guarantee that you will receive a pay raise simply because you receive a performance evaluation. See the grid pictured below for additional information on performance increases.

Summary Evaluation of Overall Performance	Salary Review Adjustments**		
	Zone C*	Zone B	Zone A
V. New in position and/or has serious weaknesses. or Performance level stabilized below level desired	0%	0%	0%
IV. Making satisfactory progress	2.5%	3.0%	0%
III. Meets all performance requirements. Considered to be a fully qualified performer for salary zone to which assigned	3.0%	3.5%	3.5%
II. Exceeds overall position performance requirements	4.0%	4.5%	4.0%
I. Performing at a level well beyond than normally expected	4.5%	5.0%	4.5%

*References to Zone A, B, C are references to the City's Pay Classification Plan. Individuals in Zone C are eligible for salary reviews every six months, and the salary adjustment percentages under the Zone C category reflect the range of adjustments and the six-month intervals.

301 Employee Benefits*Effective Date: 12/20/2018*

The City of Chaska provides eligible employees with a wide range of employee benefits. This handbook may contain general descriptions of those benefits. You can find detailed descriptions of benefits such as medical insurance, flexible benefit plan, dental, life, disability, and PERA in our benefit enrollment materials and the summary plan descriptions and/or insurance certificates for the plans, where applicable, or in policies within this handbook.

Your eligibility for benefits depends on a variety of factors, including your employee classification and/or status as a Union member. Some benefit programs require you to make contributions, some are unpaid (such as some of our leave programs), and others may be fully paid by the City of Chaska. Please note all benefits eligible employees are required to enroll in a medical plan. Union employees should consult the labor agreement for details on their employee benefits that may differ from this section.

302 Benefits Continuation (COBRA)*Effective Date: 12/20/2018*

A federal law called COBRA allows you, your spouse and/or dependent children to continue health insurance coverage under our health plan when a “qualifying event” occurs. You may continue your health coverage for up to 18 months if you lose coverage as a result of a qualifying event.

If you, your spouse and/or dependents continue coverage under COBRA, you must pay the full cost of coverage at our group rates plus any applicable administration fee.

A third party will provide you with an important written notice describing your rights and obligations under COBRA.

303 Holidays*Effective Date: 12/20/2018***Observed Holidays**

We observe the following holidays:

- New Year’s Day (January 1)
- Martin Luther King Jr. Day (3rd Monday in January)
- Presidents’ Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Day (December 25)
- Floating Holidays (two)

Eligibility for Paid Holidays

Eligible full time employees receive holiday pay for 8 hours at your regular rate of pay for the above referenced holidays. This includes special forms of compensation.

Regular, union, full time and part time employees receive premium pay when working on a holiday. Premium pay is paid at time and a half the employee's regular rate.

A recognized holiday that falls on a Saturday will usually be observed on the preceding Friday. A recognized holiday that falls on a Sunday will usually be observed on the following Monday.

With the exception of pre-approved paid time off, you are expected to work your regularly scheduled days before and after the holiday in order to be eligible for holiday pay. If you call in sick or take unpaid time on the day before or after a holiday, you may jeopardize your ability to be paid for the holiday. If a recognized holiday falls during your paid time off or compensatory time you will receive holiday pay instead of the paid time off or compensatory time benefit. However, if you are on an unpaid leave of absence, you will not be paid for holidays.

Holiday pay will be counted as hours worked for the purposes of determining whether nonexempt employees are entitled to overtime for the week in which the holiday falls.

If you are a Union employee, please reference your collective bargaining agreement as it may differ from City policy.

Floating Holiday

All full-time employees will receive two floating holidays per year (depending on your classification) in addition to our regular holidays. Eligible employees that are regularly scheduled under 40 hours will receive a pro-rated amount. Floating holidays provide you with the flexibility to take paid time off for whatever reason you want such as for religious observances or to supplement other leaves. In addition, employees are able to use floating holidays in 15 minute intervals (.25 hours). An employee is able to carry over 8 hours of floating holiday at year-end. If you are a Union employee, please reference your collective bargaining agreement for carryover details pertaining to your group. You must receive your immediate supervisor's approval prior to taking a floating holiday.

304 Vacation & Sick

Effective Date: 12/20/2018

If you are eligible for the vacation sick plan, please reference the addendum 304A, located in the back of the employee handbook. Please note that this plan is not available to new hires.

305 Paid Personal Leave

Effective Date: 12/20/2018

Overview of Paid Personal Leave

Paid Personal Leave (PPL) combines what would be considered your sick, vacation, or personal time into one general pool from which you can use your accrued time subject to prior approval

from your Department Head or Supervisor. PPL is accrued based on your number of years of service.

Accrual of Paid Personal Leave:

You begin to accrue PPL as of your first day of employment with the City and are eligible to use PPL subject to the approval of your Supervisor or Department Head.

All Full-time employees are eligible to accrue PPL based on the schedule below, please note this is based on 80 hours worked per pay period.

Years of Service	Annual Accrued PPL	Max Accrual PPL	Per pay period/hr.
Start through completion of year 5	18 days (144 hours)	36 days (288 hours)	5.538
Year 6 through completion of year 10	22 days (176 hours)	44 days (352 hours)	6.769
Year 11	23 days (184 hours)	46 days (368 hours)	7.077
Year 12	24 days (192 hours)	48 days (384 hours)	7.385
Year 13	25 days (200 hours)	50 days (400 hours)	7.693
Year 14	26 days (208 hours)	52 days (416 hours)	8.001
Year 15	27 days (216 hours)	54 days (432 hours)	8.309
Year 16	28 days (224 hours)	56 days (448 hours)	8.617
Year 17	29 days (232 hours)	58 days (464 hours)	8.925
Year 18	30 days (240 hours)	60 days (480 hours)	9.233
Year 19 or more	31 days (248 hours)	62 days (496 hours)	9.544

Use of Paid Personal Leave:

You may only use PPL once it is accrued. This means that you may not use PPL in anticipation of accruing leave time in the future.

For a planned leave of absence from work, you must receive prior approval from your Department Head or Supervisor. This will ensure that there are enough employees to perform all necessary job duties.

For an unplanned leave of absence from work due to a personal illness or to care for an immediate family member, you must give your Department Head or Supervisor a minimum of 30 minutes notice before the beginning of your scheduled work time. In an emergency situation, please notify your supervisor of your absence as soon as possible. Upon returning to work, the Department Head or Supervisor may request that you provide a physician's statement certifying the personal illness or injury or that of the immediate family member. Any confirmed abuse of an unplanned leave may result in disciplinary action.

If a regularly scheduled holiday falls during your use of planned PPL, the holiday will not be considered part of your PPL. To be paid for a holiday, you must work or use PPL the day before and after the holiday.

You may be eligible for the City of Chaska Salary Continuation Program and/or Family and Medical Leave (FML). You should review those benefit provisions within this handbook and contact human resources with any questions.

Personal Leave Accrual, Carry-Over and Cash-Out

If you converted previously accrued vacation and sick time to PPL, a maximum amount of PPL will be allowed to be carried at any time during the year. At no time may accumulated PPL exceed two (2) times the annual rate at which you earn PPL.

In addition to carrying a maximum (40) amount of PPL, you will be able to cash-out a maximum of fifty (50) hours of your PPL anytime during the calendar year. The cash-out will be at your current hourly rate and will be paid as taxable income or at your election, may be placed into a 457 deferred compensation account consistent with IRS guidelines.

End of Employment

When your employment with us terminates, you typically will be paid for unused PPL that has been accrued through your last day of work. However, you will not be paid for unused PPL if you are terminated for cause, as determined solely by us, you abandon your job, or if you fail to provide proper written notice of resignation as set forth in our Employment Resignation and Termination policy, subject to any applicable state laws.

Vacation/Sick Leave

Employees hired prior to 2001 may have previously elected to stay in the City's prior Vacation and Sick plan. Employees so eligible can review the terms and conditions of the Vacation and Sick plan by asking for a copy from the Human Resources Department.

306 Impact of Leaves of Absence on Employee Benefits

Effective Date: 12/20/2018

In addition to paid absences, such as holidays, vacation, sick, PPL, we offer a number of other types of leaves of absence, which either become unpaid at some point, or are unpaid in their entirety. Unless otherwise noted in a specific leave policy, your employee benefits will be handled as described below.

Insurance and related benefits

During your leave, we will continue to provide you with the benefits in which you have enrolled for as long as applicable law might require us to do so, or until such time as you cease to be eligible under the terms, conditions, and limitations of the applicable plans.

While you are on leave, you will continue to be responsible for your share of the insurance premiums, and will be required to make regular payments in order to continue your coverage. During any parts of your leave for which you may also be using vacation, sick, or PPL, we will continue to make payroll deductions as normal to collect your share of the premiums.

However, at the point that your leave becomes unpaid (e.g., you use up your available leave bank) you will be required to submit monthly payments to the Human Resources Department by

the 1st day of each month of your leave. If the payment is more than 30 days late, your health and other coverage may be terminated for the remainder of your leave.

In some cases, you may be offered COBRA or USERRA continuation coverage if you are gone from work long enough, or if we are not required by law to continue your benefits. If so, you will have to formally elect continuation in order to stay on the applicable insurance plans. See our COBRA Continuation Coverage or Military Leave policy for more information.

If you lose coverage or have elected COBRA during your leave, we will reinstate you as an active participant upon your return from leave, according to the terms of each plan.

Other benefits

Vacation, sick, or PPL and other accrual-based benefits will cease accruing during any leave periods not being paid directly by us. Unpaid leave time or leave periods that are being paid by third-parties (such as work comp) will result in the cessation of accruals. However, absences during which vacation, sick, or PPL is being used, or that are paid by us (such as jury duty), will not result in accrual discontinuation. Similarly, holiday pay will not be provided during any leave periods not being paid by us.

307 Educational Assistance

Effective Date: 12/20/2018

We recognize that the skills and knowledge of our employees are critical to our success. Our educational assistance program encourages personal development through formal education so that eligible employees can maintain and improve job-related skills or enhance their promotional opportunities.

The city may provide educational assistance to regular full time and regular part time employees who have completed 90 calendar days of service. To obtain educational assistance, you must submit a written proposal to your Department Head in advance of a course or series of courses describing how the course(s) will benefit both you and the City. Department Heads have the sole discretion to determine whether a course is job-related and qualifies for educational assistance.

If eligible, you can use the educational assistance for your tuition costs for job-related courses offered by an accredited institution. You cannot use the educational assistance for the educational costs of a spouse or child, transportation, lodging, meals, or supplies that you can keep after the course.

To maintain eligibility for educational assistance, you must:

- Remain on the active payroll,
- Perform your job satisfactorily through the completion of each course,
- Achieve a passing grade of a “C” or better in each course, and
- Remain employed with us for one year after the later of completion of your last course or

our last educational assistance payment.

If you resign or are terminated within one year after the later of completion of your most recent course or our most recent educational assistance payment, you must repay the educational assistance according to the following schedule:

- 100% - if you leave within the first 3 months
- 75% - if you leave within the first 6 months
- 50% - if you leave within the first 9 months
- 25% - if you leave within the first 12 months

City police officers will not receive reimbursement for courses that entitle them to on-going educational incentive payments.

Contact the Human Resources Department for more information about how to apply for educational assistance. We cannot guarantee that taking one or more educational courses will entitle you to advancement, a different job assignment, or pay increase.

308 Licensing

Effective Date: 12/20/2018

Certain positions in the City require that an employee be licensed or certified to legally perform the duties of the position. Certain job descriptions require that an employee maintain a license or certificate for a position. When licenses or certificates are required for your position, the City will reimburse you for the actual cost of the licenses or certificates.

309 Family and Medical Leave

Effective Date: 12/20/2018

We grant up to 12 weeks (or 26 weeks, if leave is taken to provide care for qualifying family member injured during active military service) of family and medical leave during calendar year, 12 month period to eligible employees, in accordance with the Family and Medical Leave Act (FMLA).

Eligibility

In order to qualify to take family and medical leave under this policy, you must meet all of the following conditions:

- You must have worked for us at least 12 months (these 12 months need not have been consecutive);
- You must have worked at least 1,250 hours during the 12 months period immediately before the date when the leave would begin; and

Reasons for Leave

In order to qualify as FMLA leave under this policy, you must be taking the leave for one of the reasons listed below:

- The birth of a child;
- The adoption of a child, or the placement of a child with you for foster care;
- Your own *serious health condition*;
- To care for a spouse, child or parent with a *serious health condition*;
- Due to a *qualifying exigency* for the spouse, children, or parents of individuals who are on, or are about to be on, *covered active duty*; or
- To provide care for a *covered servicemember* with a serious injury or illness incurred or aggravated in the line of duty while on active duty.

Leave that qualifies for paid time off, workers' compensation, or other wage replacement benefits may also qualify as FMLA leave and, if so, the time off will also be counted as FMLA leave. If you have questions about whether your leave may be covered under this FMLA policy, you are encouraged to consult with the Human Resources Department.

Duration of Leave

12 Weeks

For all FMLA covered leaves other than leave taken to provide care for a covered servicemember, if eligible, you can take up to 12 weeks of leave under this policy during a 12 months period. We use a fixed 12-month period starting on January 1st.

26 Weeks

For all FMLA covered leaves taken to provide care for a covered servicemember, if eligible, you can take up to 26 weeks of leave under this policy during any single 12 months period. This single 12 month period begins on the first day you take FMLA leave to provide care for the covered servicemember. Any FMLA time taken for any other reason during this single 12 month period shall count against the 26 weeks of leave available to care for the covered servicemember. Similarly, any FMLA time taken to care for a covered servicemember shall count against the 12 weeks of leave available to you for any other reason.

Spouses

Spouses who both work for us are limited to a combined total of 26 weeks of leave to care for a covered servicemember.

Employee Benefits During Leave

While you are on leave, we will continue your medical, dental, and other benefits during the leave period at the same level and under the same conditions as if you had continued to work up to 12 weeks. For information about premium payments during your leave, see our *Section 306 Impact of Leaves of Absence on Employee Benefits* policy.

Use of Paid and Unpaid Leave

FMLA leave is unpaid. However, you may use any or all available paid time off during any FMLA leave. Notwithstanding any other policy to the contrary, during periods of intermittent FMLA leave, paid time off can be used in the same increment as the amount of FMLA leave taken.

For information about what happens to your insurance benefits, vacation, sick, or PPL accruals, and eligibility for holiday pay during leave taken under this policy, see our *Section 306 Impact of Leaves of Absence on Employee Benefits* policy.

Intermittent Leave or a Reduced Work Schedule

In addition to taking leave in consecutive blocks of time, you may be allowed to take time off intermittently (i.e., reduced workweeks or reduced workdays) if needing leave for one of the following reasons:

- Your serious health condition;
- The serious health condition of your spouse, parent, or child;
- To provide care for a covered servicemember with a serious injury or illness incurred or aggravated in the line of duty while on active duty; or
- Due to a qualifying exigency if you are the spouse, child, or parent of an individual who is on, or is about to be on, covered active duty.
- Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with your Human Resources approval.

To qualify for intermittent leave, you must show that the intermittent leave is medically necessary or related to a “qualifying exigency.” If leave is taken on an intermittent or reduced leave schedule due to foreseeable leave needs (other than qualifying exigencies), we may temporarily transfer you to an alternative position with equivalent pay and benefits.

Certification of the Need for Leave

We may ask for certification to verify the need for leave for the reason requested by you. You must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of the leave. We may also require recertification during the leave to verify the status of the need for continued leave.

The City may directly contact the healthcare provider or other third-party to verify and clarify information contained in the certification. You are responsible for signing or obtaining any authorization necessary to permit the healthcare provider or other third party to provide us with the required information.

The City have the right to ask for a second opinion of a certification of a serious health condition. Should we choose to do so, we will pay for you to get a certification from a second healthcare provider, which we will select. If it is necessary to resolve a conflict between the original certification and the second opinion, we will require the opinion of a third healthcare provider. We (you and us) will jointly select the third doctor, and we will pay for the opinion. This third opinion will be considered final.

Returning From Leave

If you take leave under this policy, you will be returned to the same job you held when your leave began or you will be returned to a position that entails substantially equivalent skill, effort, responsibility and authority as the position you previously held. The only exceptions to this rule

will be in circumstances of layoffs or reorganizations, where your position would have been eliminated even if you had not been on leave. You may be required to provide a fitness for duty assessment when returning from a leave of absence for your own serious health condition.

Procedure for Requesting Leave

When you plan to take leave under this policy, you must give us 30 days' notice. If it is not possible to give 30 days' notice, you must give as much notice as is practicable. If you are undergoing planned medical treatment, you are required to make a reasonable effort to schedule the treatment to minimize disruptions to our operations. If you fail to provide 30 days' notice of foreseeable leave, the leave request may be denied until at least 30 days from the date we received notice.

When you request leave under this policy, you must submit the request in writing to your immediate supervisor, with a copy to the Human Resources Department. Where the need for leave is not foreseeable, you must verbally notify your supervisor of the need for leave as soon as possible, and follow our normal call-in procedures for unexpected absences. Failure to follow our normal call-in procedures under such circumstances will be treated like any other violation of our call-in procedures, and may result in discipline or termination, even though the leave itself may be covered by the FMLA. You may be required to confirm your need for FMLA leave in writing after giving verbal notice.

While on leave, you may be required to periodically report to us regarding the status of your intent to and timing of your return to work.

Rights, Remedies, and Additional Information

We fully comply with the provisions of the FMLA. Accordingly, if you have questions regarding this policy, contact the Human Resources Department. Further information on your rights and remedies under the FMLA can be located on our FMLA poster (which can be found in the organization break area) or online on the Department of Labor's website at: <https://www.dol.gov/general/topic/benefits-leave/fmla>.

310 Pregnancy and Parental Leave

Effective Date: 12/20/2018

In accordance with the Minnesota Parental Leave Act, we provide unpaid leaves of absence to:

- All eligible employees who wish to take time off in conjunction with the birth or adoption of a child; or
- Eligible female employees for prenatal care, incapacity due to pregnancy, childbirth, or related health conditions.

You are eligible to request parental leave as described in this policy if you work an average number of hours per week equal to one-half of our full time schedule in the 12 months preceding the request and have been employed by us for 12 months (need not be consecutive).

If eligible, you may request up to 12 weeks of parental leave. Both mothers and fathers are eligible to request parental leave.

In most cases, you will be eligible for both parental leave under this policy and FMLA leave. A leave of absence that qualifies as both parental leave and FMLA will run concurrently (i.e., the time off will be counted as both FMLA and parental leave). Parental leave may also be available if you are not otherwise eligible for FMLA leave or if you have exhausted your available time under our FMLA policy.

You should request leave under this policy from your supervisor at least 30 days before the start of the leave or as soon as you become aware of the need for a leave. You are required to notify us of the anticipated start and duration of leave. Parental leave must begin within 12 months of the birth or adoption of a child, except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than 12 months after the child leaves the hospital. However, in no case will you be permitted to take more than 12 total weeks of leave under this policy.

Leave under this policy is unpaid. However, you may use any or all available paid time off during any parental leave. Note that paid time off is taken as part of the 12 weeks of parental leave, not in addition to it.

For information about what happens to your insurance benefits, vacation, sick, or PPL accruals, and eligibility for holiday pay during leave taken under this policy, see our *Section 306 Impact of Leaves of Absence on Employee Benefits policy*.

At the end of your leave, you will be returned to the same job you held when your leave began, or to a position that is substantially equivalent to the one you previously held, unless we have gone through a layoff or reorganization, where your position would have been eliminated even if you had not been on leave. If you are unable to (or choose not to) return to work at the end of the approved leave, you may be considered to have resigned your position.

311 Pregnancy-Related Conditions

Effective Date: 12/20/2018

We will not discriminate against anyone who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this handbook and all applicable federal and state laws.

Upon request, we will consider providing reasonable accommodations for health conditions related to pregnancy or childbirth in accordance with state and federal law. Depending on the accommodation requested, you may be required to provide medical substantiation of the need for accommodation. Similarly, if the requested accommodation would present an undue hardship to the performance of your position, we may not be able provide the accommodation.

Requests for accommodations or time off associated with pregnancy and/or childbirth that are not related to your medical incapacity (such as time off for bonding, pre-birth house

preparations, or child care) will be considered in the same manner as other requests for unpaid personal leave.

312 Personal Leave

Effective Date: 12/20/2018

We understand that there may be times where you will need to take a period of time away from work to fulfill personal obligations that are not covered by the other types of leave that we offer. With that in mind, we offer unpaid personal leaves on a case-by-case basis.

If you have a need to take personal leave, you should make a written request to your supervisor with as much advance notice as possible. However, please understand that we may not be able to grant your request for personal leave, as we will evaluate each request on a case-by-case basis. In doing so, we will consider a variety of factors, including; input from your supervisor, current workloads, staffing levels, the duration and purpose of your leave, and your disciplinary status. Also, in most cases, personal leave may not be used to extend leaves of absence taken under other policies in this handbook.

If you take personal leave, you will be required to use available paid time off as part of the approved period of leave until your bank reaches 20 hours or less. Once you only have 20 hours available you are able to take the time unpaid. For information about what happens to your insurance benefits, vacation, sick, or personal leave accruals, and eligibility for holiday pay during leave taken under this policy, see our Impact of Leaves of Absence on Employee Benefits policy. If you are on unpaid leave you may continue to be covered by the City's group flexible benefit plan, but may be responsible for paying one hundred percent (100%) of the costs.

When a personal leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar available position for which you are qualified. However, we cannot guarantee reinstatement in all cases. If you fail to report to work promptly at the expiration of the personal leave period or fail to communicate with us about your possible need for additional leave, we will consider you to have resigned employment.

313 Salary Continuation Program

Effective Date: 12/20/2018

Summary of Benefit

Our Salary Continuation Program is meant to provide income protection for you if you are forced to be out of work for an extended period of time due to your own injury, illness or pregnancy. Salary Continuation Coverage cannot be used to care for any ill or injured family member; it may only apply to an Employee. The policy is designed to pay a weekly benefit to partially replace lost income due to a disability resulting from injury, illness, or pregnancy. The Salary Continuation Program will provide you with up to 60% of your average standard wages, should your disability not allow you to earn your full weekly wage.

The maximum benefit period will be twelve (12) weeks (one (1) week of qualifying period and eleven (11) weeks of 60% coverage). This will start on the first day you are absent from work due to the disabling condition, and will continue for the next twelve (12) consecutive weeks that you are not able to attend work because of the same condition that disabled you at the start. At

the end of the twelve (12) weeks, if you are still out of work due to the same disabling condition, you may qualify for Long-Term disability, if you enrolled for this benefit.

This benefit will be coordinated with any other leave or disability programs including the Family Medical Leave Act (FMLA), Social Security, PERA, worker's compensation, or other leave law or policy.

All injuries or illnesses directly related to or occurring in the workplace should be reported immediately and may be covered under our worker's compensation insurance.

Only employees that are categorized as Full-Time and who are on the City Paid Personal Leave Plan (PPL) are eligible for this benefit. Seasonal, interns, and part-time employees are not eligible for this benefit.

This benefit will become available for the employee to use after their first complete day of employment with the City.

If at any time during the period of disability you discover you will not be able to return to work, even with reasonable accommodations, you must immediately report this to both your supervisor and Human Resources.

Eligible Employees

If you are a Full-time employee and you accrue benefits under the PPL plan, you will be eligible for this benefit. If you are a Full-time employee and you continue to accrue Vacation and Sick Time, you are not eligible for this benefit. Seasonal, intern, and part-time employees are not eligible for this benefit. This benefit will become available for the employee to use after their first complete day of employment with the City.

Salary Continuation Program Claim

The following is the procedure for how you make a claim for Salary Continuation Coverage.

1. Notify Human Resources and provide proper documentation from your physician or medical provider, describing your condition and the need for an extended absence. This documentation must indicate the estimated time of absence from your work activities. Human Resources will review documentation and leave request to determine if the condition qualifies for coverage. The employee & payroll will receive notice of the approval coverage status. To be covered, you must also apply for FMLA benefits. If you are approved for both FMLA and Salary Continuation, your period of absence will run concurrently.

Note: The City reserves the right to require to obtain a second opinion from a doctor of the City's choosing, if there is reason to question the diagnosis by your physician or medical provider. The cost of this opinion would be covered by the City.

2. Once approved, there is a five (5) day qualifying period to be completed. During the first three (3) days of this qualifying period, PPL time must be used. During the last 2 days of this qualifying period, you may use any combination of PPL or banked Sick Time. Employees may not take unpaid time if you have banked time available. Employees also

are not able to take partial days for salary continuation during this period; you must be out for one full day.

3. Payroll will commence Salary Continuation payments in your regular bi-weekly checks. A Salary Continuation claim will be reported as taxable income.
4. Coverage will continue as long as your attending physician deems time away from work is necessary for up to a total of twelve (12) weeks, after which Long-Term Disability will become available (if you have opted to enroll for this benefit).

Note: The City may, from time to time, require your physician or medical provider to provide an update, what the estimated time away from your work activities will be, and if there are any measures the City could take to make your return to work more expedient. (These measures could include assisting with rehabilitation services or making your work schedule or environment conducive to your disability).

5. A Report of Workability is needed to be given to Human Resources from your physician before you return to all normal duties at work.

Qualifying for Salary Continuation

In order to qualify for the use of the Salary Continuation benefit, you must first be classified as disabled for purposes of this policy. In order to meet the definition of disabled, you must be able to satisfy either the Occupation Test or the Earnings Test.

Occupation Test: An injury, sickness, or pregnancy requires that you be under the regular care and attendance of a physician, and the injury, sickness, or pregnancy prevents you from performing at least one of the material duties of your regular occupation.

Earnings Test: You may be considered disabled in any week even if you are actually working, if an injury, sickness, or pregnancy prevents you from earning more than 80% of your weekly pay in that week in any occupation for which your education, training or experience qualifies you. You may satisfy these tests with any injury, illness or pregnancy in which a physician specifically gives written notification to us that this condition will affect your workplace activities and abilities. However, satisfying these qualifications under the Occupation and Earnings tests will not automatically qualify you for Salary Continuation.

Exclusions from Salary Continuation Coverage

The City will not pay benefits for any disability or sickness caused by:

- An injury that arises out of or occurs in the course of any occupation for pay or profit that entitles you to benefits under any Worker's Compensation Act or similar law
- Intentionally self-inflicted injury, while sane or insane:
- Taking part in or the result of taking part in committing a crime or felony;

The City of Chaska will not pay benefits if you are no longer employed by the City. In addition, benefits will cease if any of the following occur:

- We have offered you the opportunity to return to limited work while you are disabled,

- You are functionally capable of performing the limited work which is offered, and/or
- You do not return to work when and as scheduled.

If the Salary Continuation benefit is denied, you may submit an appeal to Human Resources, they will have 10 working days to make a final determination along with the City Administrator.

Schedule of Salary Continuation Payments

The Salary Continuation policy will pay up to 60% of your weekly earnings. At no time will you receive more than 60% of your weekly earnings from a combination of your Salary Continuation payments and disability program payments. However, you may supplement your benefit payment with banked PPL (or Sick). At no time may the combination between the Salary Continuation benefit equal more than 100% of your weekly pay. Weekly pay is defined as 40 hours at your hourly rate. This pay is determined by the rate you are being paid the day before the period of disability starts. Possible bonuses, overtime, and other compensation will not be included in the calculation of your hourly rate.

As defined in the *Paid Personal Leave Policy*, while you receive Salary Continuation payments from the City, you will continue to receive your monthly Council Contribution toward your Flexible Benefit Plan.

Miscellaneous Inclusions of Policy

You will not accrue PPL while receiving Salary Continuation payments unless you supplement your Salary Continuation with PPL or banked Sick Time. If you supplement your pay, PPL will accrue and be pro-rated based on the amount of PPL or Sick Time used. Holidays will be paid but are also included in the maximum count of Salary Continuation days used. Salary continuation is not eligible for PERA credits or wages.

Salary Continuation Coverage cannot be used to care for any ill or injured family member.

Any employee receiving a denial of Salary Continuation coverage may request in writing, within 60 days of denial, a written explanation of the denial of coverage. If you are in disagreement with the denial of benefits and want to appeal this decision, you must submit to Human Resources an official letter of appeal. This letter must be received by Human Resources, and must include the specific reasons why the denial is being appealed. Human Resources will have 10 working days from the receipt of this appeal to make a written decision on the appeal. If you are still in disagreement with the decision made by Human Resources in regard to the appeal, you may appeal in writing to the Assistant City administrator and/or City Administrator. The Assistant City Administrator and/or City Administrator will then have 10 working days to make a determination in the appeal. The City Administrator's decision is final.

If at any time during the period of disability you discover that you will not be able to return to work, even with reasonable accommodations, you must immediately report this in writing to both your supervisor and Human Resources.

314 Bereavement Leave

Effective Date: 12/20/2018

If you wish to take time off due to the death of an immediate family member, notify your supervisor immediately.

If you are full time, you may be eligible for the following amounts of paid bereavement leave:

You will receive up to three (3) work days of leave to attend the funeral of a member of your immediate family. Immediate family is defined as spouse, children, step children, parent, step parent, mother-in-law, father-in-law, brother, sister, step brother, step sister, grandchildren, grandparent, and step parent of either you or your spouse. Up to two (2) days shall be granted for the death of great-grandparent, aunt, uncle, niece, nephew, or if you are asked to perform a funeral service, such as pallbearer. Any additional time must be taken from PPL/Vacation time, Compensatory time, Floating Holiday, or Unpaid Leave.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Bereavement pay is calculated based on the base pay rate times the number of hours you would have otherwise worked on the day of the absence and will not include overtime or any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. If eligible, you will only be paid for hours for which you would normally have been scheduled.

315 Jury Duty

Effective Date: 12/20/2018

We encourage you to fulfill your civic responsibility by serving jury duty when summoned, and will provide you with whatever time may be necessary to do so. If you are a full-time employee, you will be eligible to receive up to two weeks of paid jury duty leave each year. If eligible, your jury duty pay will be calculated by multiplying your base pay rate times the number of hours you would otherwise have worked on the day of absence, and will not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. During the two-week paid period, we require you to remit to the City the amount you receive from the court for serving jury duty. After the paid period, you may retain the amount you receive from the court.

If you are required to serve jury duty beyond the period of paid jury duty leave, you may use any available paid time off or may request an unpaid jury duty leave of absence.

You must show the jury duty summons to your supervisor as soon as possible so that your supervisor may make staffing adjustments. Of course, you are expected to report for work whenever the court schedule permits. Where court rules permit jurors to call in the night before to find out whether they have to come into the courthouse the next day, you may have to provide written confirmation from the court that you actually were called in on the day in question in order to be eligible for jury duty pay or jury duty leave under this policy.

You or your supervisor may request an excuse from jury duty if, in our judgment, your absence would create serious operational difficulties.

For information about what happens to your insurance benefits, vacation, sick, or PPL accruals, and eligibility for holiday pay during an extended leave taken under this policy, see our *Impact of Leaves of Absence on Employee Benefits* policy.

316 Witness Duty

Effective Date: 12/20/2018

We encourage you to appear in court for witness duty when subpoenaed. If the city subpoena's you or otherwise require you to testify as a witness, we will pay you for the entire period of your witness duty. If a third party has asked you to appear in court as a witness, we will provide you with sufficient unpaid leave to satisfy your witness duty. You are free to use any available paid leave benefit to receive compensation for the period of this absence.

Show the subpoena to your supervisor immediately after you receive it so that staffing can be adjusted. You are expected to report for work whenever the court schedule permits.

317 Military Leave

Effective Date: 12/20/2018

You are entitled to take military leave for any absences related to military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

While all employees are eligible to take military leave, full time and union employees may request up to 15 days of paid military leave over any one-year period. Military leave pay will be calculated on your base pay rate times the number of hours you would otherwise have worked on the day of absence. The City of Chaska will also deduct the amount you receive from the military from any military leave pay we may provide.

The portion of any military leaves of absence in excess of 15 days will be unpaid. However, you may use any available paid time off for the absence.

For information about what happens to your insurance benefits, vacation, sick, or PPL accruals, and eligibility for holiday pay during an extended leave taken under this policy, see our *Impact of Leaves of Absence on Employee Benefits* policy.

If you are on military leave for up to 30 days, you are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If you are on longer military leave, you must notify us of your intent to return, in accordance with USERRA and all applicable state laws.

When you return from military leave, you will be placed in the position you would have attained had you remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. You will be treated as though you were continuously employed for purposes of determining benefits based on length of service. Contact the Human Resources Department for more information or questions about military

leave.

318 Civil Air Patrol Leave

Effective Date: 12/20/2018

If you work an average of 20 or more hours per week, you may be eligible to take unpaid leave to serve as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions. We may deny a leave under this policy if your absence would be too disruptive to our operations. Although leave under this policy is unpaid, you may use any accrued paid time off to cover your absences.

319 Military Personnel Injured/Killed in Service Leave

Effective Date: 12/20/2018

You are entitled to up to 10 working days of leave of absence without pay whenever an immediate family member is injured or killed while engaged in active service. For the purposes of this policy, "immediate family member" means your parent, child, grandparents, siblings, or spouse. You will be expected to give as much notice as practicable of your need for leave. This leave is not paid; however, you may use any accrued paid time off during the leave.

320 Military Ceremony Leave

Effective Date: 12/20/2018

Unless doing so would unduly interrupt our operations, you are entitled to up to one working day of leave of absence without pay for the send-off or homecoming ceremonies of family members (i.e., parents, legal guardians, siblings, children, grandchildren, spouses, fiancés, or fiancées) who have been ordered into active service in support of a war or other national emergency. This leave is not paid; however, you may use any accrued paid time off during the leave.

321 Time Off to Vote

Effective Date: 12/20/2018

We encourage you to vote. Generally, you can vote before or after your regular work schedule, and should make every reasonable effort to do so. However, you are eligible to take the time off from work that is necessary to appear at your polling place, vote, and return to work.

We encourage you to request time off to vote from your supervisor at least two working days prior to the election, so that proper staffing levels can be maintained, and so that voting time can be scheduled at a time that is least disruptive to the normal work schedule.

322 School Conference and Activities Leave

Effective Date: 12/20/2018

You may take up to 16 hours of unpaid leave within a rolling 12 months period to attend school conferences or school-related activities related to your child (including a foster child), provided the conferences or school-related activities cannot be scheduled during non-work hours. If your

child receives child care services or attends a prekindergarten or special education program, you may use the leave time to attend a conference or activity related to your child or to observe and monitor the services or program, provided the conference, activity or observation cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, you must provide your supervisor with reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt our operations. This leave is not paid; however, you may substitute any accrued paid time off or other appropriate paid leave for any part of the leave in fifteen minute increments.

323 Donor Leave

Effective Date: 12/20/2018

We will provide you with up to 40 business hours of paid leave immediately after donating, per each donation for the purposes of undergoing medical procedures related to the donation of bone marrow, an organ or a partial organ. If your leave need extends beyond 40 hours, you may use any available vacation, sick, or PPL, or take unpaid leave. A doctor's statement verifying the purpose and length of the leave is required. In order to take leave under this policy, you must be regularly scheduled to work at least 20 hours per week.

324 Workers' Compensation Insurance

Effective Date: 12/20/2018

We provide a comprehensive workers' compensation insurance program at no cost to our employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance may also provide wage replacement benefits after a short waiting period.

If you experience or witness a work-related injury or illness, you must tell your supervisor or Department Head immediately even if the injury or illness seems minor. Next, you must contact the Human Resource Department for the up-to-date checklist you will need to make a wage claim, receive benefits, return to work, etc.

You have a right to report all work-related injuries and illnesses. Reporting the injury or illness timely will enable an eligible employee to qualify for coverage under our workers' compensation insurance program as quickly as possible. We will not discriminate or retaliate against you for reporting work-related injuries or illnesses. However, failure to report workplace injuries or illnesses may result in discipline, up to and including termination of employment.

In general, we will make reasonable efforts to make accommodations and find light duty work if you suffer a work injury. Where such work is possible, we will make sure the work provided stays within the restrictions established by your doctor. Similarly, if you return to a light duty position, you must agree to work within those restrictions, and are forbidden from working beyond them. If you turn down a light-duty or alternative work position, you may lose your ability to receive wage replacement from our work comp insurance company.

You will not be eligible for workers' compensation benefits for injuries that occur during your

voluntary participation in any off-duty recreational, social, or athletic activity that we sponsor.

325 Employee Assistance Program

Effective Date: 12/20/2018

Our Employee Assistance Program (EAP) provides confidential counseling and referral services if you need assistance with any of the following:

- Medical
- Legal
- Childcare
- Financial
- Police and Fire Enhanced plan

You can obtain more information about the City's EAP from your supervisor or the Human Resources Department.

326 Workout on Duty

The City offers a great benefit to full time employees. The workout on duty program allows employees a maximum of one hour of time per week to work out, as part of their 40 hours. The purpose of this privilege is to encourage movement while at work. The details of how this will occur will need to be worked out and approved by department heads.

401 Timekeeping*Effective Date: 12/20/2018*

All employees must report time through the Executime system, even if you are paid on a salary basis.

In order to properly calculate your pay and benefits, federal and state laws require us to keep an accurate record of all time you work, no matter how small the increment. As a result, it is your responsibility to record all of the time you spend working. Working off the clock is prohibited for hourly non exempt employees.

Time worked is all the time actually spent performing assigned duties, including work performed away from our workplace, such as at job sites, or from your home. You should accurately record the time you begin and end your work in the Executime System, as well as the beginning and ending time of each meal period. You should also record the beginning and ending time of any split shift or departure from work for personal reasons. You must obtain your supervisor's approval before performing any overtime work.

You may be subject to disciplinary action, up to and including termination of employment, if you alter, falsify, or tamper with time records, or record time on another employee's time record.

You are responsible for verifying the accuracy of all time you record in the Executime System. Your supervisor will review and then certify your time record before submitting it for payroll processing. If corrections or modifications are made to the time record, both you and your supervisor must verify the accuracy of the changes to the time record.

Travel time

You must accurately report your time, especially when traveling for work. The following is intended to help non-exempt employees determine how to report your time:

Ordinary home-to-work travel, is not considered work time. Time spent on work-related travel during your regular workday is considered work time.

Travel for a one-day assignment to another City is considered work time. However, when reporting your time, you must deduct the time that it ordinarily takes you to travel to work from your home from the time it took you to travel from your home to another City.

When you are required to travel overnight away from home, work time should be reported during your regular work hours. Time spent traveling away from home is work time only if you must drive a vehicle for such travel. If travel time is spent on an airplane, boat, train, bus, etc., it is not compensated. Time spent commuting from a hotel to a job site is not considered compensable time.

If you have any questions about how to report your work time while traveling, please contact the Payroll department.

402 Paydays*Effective Date: 12/20/2018*

Employees are paid biweekly on every other Friday (fire and council are paid monthly). Each paycheck will include earnings for all work performed through the end of the previous payroll period. We encourage you to have your paycheck directly deposited into your bank account. If you choose direct deposit, you will receive an itemized statement of wages when we directly deposit your paycheck. You are also able to obtain all paystubs on the Employee Self-Service (ESS) website. Each individual employee is responsible for the understanding and reviewing their pay stub. Reach out to Human Resources if you have questions about how to log in to ESS.

If a regularly scheduled payday falls on a day off such as a bank holiday, you will be paid the day preceding the holiday.

If you notice an error in the amount of your pay, bring the discrepancy immediately to the attention of the Payroll Department so that corrections can be made as quickly as possible.

403 Deductions from Pay*Effective Date: 11/01/2017*

The law requires us to make certain deductions from your pay. We must deduct applicable federal, state, medicare and local income taxes. We also must deduct Social Security taxes on your earnings up to a specified limit that is called the Social Security “wage base.” The City is also required to deduct and submit eligible employees’ contributions to the Public Employees Retirement Association (PERA) (more PERA information here www.mnpera.org).

From time to time, we may be required to make deductions to pay off a debt, loss, or other obligation you may owe to us or to a third party (such as garnishments, liens, or child support orders).

We offer various programs and employee benefits beyond those required by law. If eligible for such programs and/or benefits, you may voluntarily authorize deductions from your paychecks to cover the costs of participation.

Additionally, if you are a salaried, exempt employee, deductions from your regular salary may be made under the following circumstances:

- Absences from work for one or more full days for personal reasons other than sickness or disability;
- Absences of one or more full days due to sickness or disability if the deduction is made in accordance with our vacation, sick, or PPL plans;
- To offset amounts, you receive as jury or witness fees, or for military pay;
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- Days not worked during your initial or terminal week of employment;
- Penalties imposed in good faith for infractions of safety rules of major significance; or
- For any increments of time taken as unpaid leave under FMLA.

We will make sure that any such deductions will be in full compliance with the wage and hour regulations under the Fair Labor Standards Act (FLSA).

You should carefully review every paystub you receive. If you think a deduction has been improperly taken from your salary, you should notify the Payroll Department as soon as possible. We will review the deduction promptly and if a deduction was made improperly we will immediately correct the error.

If you have other questions concerning why deductions were made from your paycheck or how they were calculated, ask payroll department for assistance.

501 Safety*Effective Date: 12/20/2018*

To assist in providing a safe and healthful work environment for our employees, customers, and visitors, we have established a safety committee. Supervisors and the Safety Committee have responsibility for implementing, administering, monitoring, and evaluating the safety across all city facilities. Everyone at our organization must be involved and committed to safety. This must be a team effort. Together, we can prevent accidents and injuries.

We provide information to you about workplace safety and health issues through new hire orientation and regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. We may provide more formalized periodic workplace safety training, where necessary.

Safety Suggestions and Concerns

Some of the best safety improvement ideas come from our employees. If you have an idea, concern, or suggestion for improved safety in the workplace, you are encouraged to raise it with your supervisor, or bring it to the attention of a member of the Safety Committee. All reports and concerns can be made without fear of reprisal.

Employee Conduct and Responsibilities

You are expected to perform the functions of your position in a safe manner. We are only truly efficient when high productivity is achieved with safe work habits. No job is so important, nor any service so urgent, that time cannot be taken to perform work safely. The use of proper safety devices and tools and equipment and wearing appropriate clothing and footwear is essential.

Horseplay at work is inappropriate. No matter how playful or well intentioned, horseplay is by its nature unpredictable, and may inadvertently result in accident, injury, or unsafe conditions. As a result, anyone engaging in horseplay may be subject to discipline, up to and including termination of employment.

You are expected to take ownership of your surroundings, to obey safety rules, and to exercise caution in all work activities. This includes being familiar with and observing all rules and policies for health, safety, and preventing injuries while at work. You must immediately report any unsafe condition to the appropriate supervisor. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, immediately notify the Human Resources Department or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Unsafe Behavior

Supervisors are authorized to send an employee home immediately when the employee's behavior violates the city's personnel policies, department policies, or creates a potential health or safety issue for the employee or others.

501A Access to Gender-Segregated Activities and Areas

With respect to all restrooms, locker rooms or changing facilities, employees will have access to facilities that correspond to their affirmed gender identity, regardless of their sex at birth. The city maintains separate restroom and/or changing facilities for male and female employees and allows employees to access them based on their gender identity.

In any gender-segregated facility, any employee who is uncomfortable using a shared facility, regardless of the reason, will, upon the employee's request, be provided with an appropriate alternative. This may include, for example, addition of a privacy partition or curtain, provision to use a nearby private restroom or office, or a separate changing schedule. However, the city will not require a transgender or gender diverse employee to use a separate, nonintegrated space, unless requested by the transgender or gender diverse employee.

Under no circumstances may employees be required to use sex-segregated facilities that are inconsistent with their gender identity.

502A Work Schedules

Effective Date: 12/20/2018

Work schedules vary throughout our organization, but are typically 40 hours per week for full-time employees. Work hours may vary depending on the position, the season, and the department. Your supervisor will normally determine your work schedule, as well as any variations from week to week. We expect you to be on time and ready to work during your scheduled hours. This is true regardless of whether you are exempt or nonexempt, salaried or hourly. In the end, we have determined that our scheduled hours are those that are most critical to properly serving our clients and customers, which is why it is so important for employees to be present during these hours.

Staffing needs, operational demands, and individual workloads may necessitate variations in starting and ending times, as well as variations in the total hours that may need to be worked each day and week. This can be particularly true if you are an exempt employee, since although you are normally expected to be available during our core business hours and work at least 40 hours per week, you may find that the job you are performing requires additional time over and above the regular work week.

502B Flexible Work Schedules

Effective Date: 12/20/2018

We are committed to helping you face the demands of juggling work, family and other personal obligations by offering a number of flexible work arrangements. These arrangements are intended to provide you with the opportunity to adjust your work schedule depending upon your personal demands, while allowing us to maintain a progressive and productive work environment.

Consideration for flexible work scheduling is made on a case-by-case basis in situations where creative work schedules have been shown to accomplish both work and personal goals, provide

coverage for individual department operations and serve our City as a whole with increased productivity at no expense to quality output.

Work arrangements will be denied or approved at your supervisor's discretion based on your position and business need. Types of flexible work arrangements and potential schedules must be approved with consent of the Human Resources Department prior to announcement and implementation.

The arrangement may be canceled at any time for any reason by your supervisor or Department Head. If you wish to change or cancel an alternative work arrangement, you must obtain written approval from your supervisor.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. There are a number of conditions that must be met for a flexible work schedule to be approved. You must have a satisfactory attendance record, meet all performance expectations in your current role, and consistently demonstrate the ability to complete tasks and assignments on a timely basis. The nature of your work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or service delivery.

Contact your direct supervisor if you have questions regarding available work arrangements.

503 Emergency Closings and Business Shut-Downs*Effective Date: 12/20/2018*

On occasion, we may close City Hall and other City-operated facilities for emergencies, extreme weather, or business slowdowns and operational upgrades.

Unless an emergency closing or business shut-down is announced, we expect you to report to work in a timely manner and in accordance with applicable policies. In the event of inclement weather, use your own discretion in deciding whether you can commute safely to work. You should follow the call-in and notice procedures set forth in our Attendance and Punctuality policy.

Decisions to Close and Communication

We may decide to close an office or facility for business or economic reasons. For example, we may close a facility due to repairs and annual service. Generally, we make and communicate these decisions in advance.

If we decide to close an office or facility due to inclement weather, we may make that decision during our normal operating hours or before the start of the day. For foreseeable closings, we will communicate the closing in advance. In the event the decision is made prior to the start of the workday, we will contact local television and radio stations as early as possible.

Leave Use and Compensation

Non-Exempt Employees (hourly): When severe weather or a closing, as determined by the City Administrator, prevents you from reporting for regularly scheduled work assignments, or when severe weather conditions requires you to leave work prior to the regularly scheduled time, you will be paid only for the hours worked. Hours not worked can be taken as (a) unpaid, (b) charged to Vacation/PPL or Floating Holiday Leave, or (c) upon the discretion of your immediate supervisor or Department Head, you may work additional hours, within the same work week, to make up for lost time provided work is available.

Exempt Employees (salaried): Exempt employees who do not report to work due to severe weather conditions, may work from home, if available, or will have time-off charged to vacation/PPL or Holiday leave. If you report to work but are sent home early due to severe weather, conditions, you will be paid for your normal work day.

All employees who are not able to report to work on time due to severe weather conditions are required to notify their immediate supervisor or Department Head and report to work when safety permits. If we decide to stay open, but you choose not to work, you must use any accrued and available vacation/PPL or Floating Holiday. If you do not have any of these time off options available, you must take the day unpaid.

504 Rest and Meal Periods

Effective Date: 12/20/2018

If you are classified as a nonexempt employee, you will usually be provided with one unpaid meal period of 30 minutes in length, and two paid rest periods of 15 minutes in length. To the extent possible, rest periods will be provided in the middle of work periods. Since rest periods are counted and paid as time worked, you must not be absent from your work stations beyond the allotted rest period time.

Nonexempt employees are generally required to take an unpaid 30 minute meal period, and are not permitted to perform work during this time (unless specifically authorized by a supervisor to work during a meal period, which will be compensable). Supervisors are responsible for scheduling meal breaks and may use discretion in determining meal periods based on upon the needs of the business. Some positions may be required to take a working lunch; such arrangements should be confirmed with your supervisor.

You are strongly encouraged to take your breaks, and not to perform work while on break. Typically, you are not allowed to combine your breaks, take them with your meal periods, or use them to leave early with pay.

505 Smoking and Tobacco Use/Breaks

Effective Date: 12/20/2018

We prohibit smoking and the use of tobacco products (such as chewing tobacco) inside all City facilities and vehicles. This policy also applies to e-cigarettes and similar products.

If you smoke or use tobacco products, you will not be permitted any greater number of breaks than those who do not. As a result, you should only smoke or use tobacco products before or after work, or during designated rest breaks or meal periods. In doing so, you must confine your use to designated tobacco-use areas, which, in turn, must be kept clean, presentable, and well-maintained.

506 Breaks for Nursing Mothers

Effective Date: 12/20/2018

Reasonable unpaid break-time each day to employees who need to express breast milk for their infant children are provided. Break time under this policy runs concurrently with any meal and/or break times that may already be provided. If additional breaks are approved, they may not be paid.

We provide a private area as well as breastfeeding kits where employees are able to express milk. Please contact your supervisor or the Human Resources Department for information about the designated area in your building.

This policy may not apply when you are at customer or job sites, since we will have little ability to control the availability of private and secure locations for the expression of breast milk. To ensure you are accommodated under this policy if you have a need to express milk, you must contact the Human Resources Department to make the necessary arrangements.

507A Overtime

Effective Date: 12/20/2018

Overtime hours are sometimes necessary when our operating requirements or other needs cannot be met during regular working hours. Sometimes overtime may be necessary for a group of employees due to workload and project needs, while at other times individual employees may have a specific need to work extra hours. Regardless, you must receive prior approval from your supervisor before working any overtime. Hourly employees are strictly prohibited from working off the clock.

We pay overtime compensation to all nonexempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked, and will be paid for time worked over 40 hours in the workweek. Paid time off, holidays, and leaves of absence will be considered hours worked for purposes of performing overtime calculations. We define the workweek as the seven-day period starting at 12:01 on Saturday morning, and continuing through midnight the following Friday.

Please note that union employees may have different overtime agreement and must refer to their CBA. Also, fire department employees need to reference their employment agreement in regard to overtime pay.

507B Compensatory Time

Effective Date: 12/20/2018

All full-time, non-exempt employees are entitled to earn and use compensatory time. Compensatory time may be earned in lieu of authorized overtime, at the City's option and as directed by the Department Head. All hours claimed must be authorized by the Department Head and will be paid or "banked" at the rate of one and one-half times (1.5) the regular rate of pay, unless the compensatory time is a work schedule adjustment to accommodate a personal commitment in which case time-off and comp time worked will be coordinated in the same week at straight time.

Earned compensatory time will be accumulated on personnel records by the Payroll Department. The maximum amount of compensatory time an employee can carry over into a new calendar year is 60 hours. In the final pay check each year, any accumulated compensatory time in excess of Sixty (60) hours is paid out in a lump sum.

Your Department Head must approve your use of compensatory time prior to utilizing it to take time off.

507C Weekend Duty and Emergency Call-Out

Effective Date: 12/20/2018

For employees on weekend duty or emergency call-out, please refer to your collective bargaining agreement for more information.

507D City Sponsored Events

Effective Date: 12/20/2018

Attendance at City-sponsored employee events during non-scheduled work hours is optional and is not a requirement of your work schedule. If you attend City sponsored employee events during non-scheduled work hours you will not be compensated for the non-scheduled work hours unless you are working at the event

Attendance at City sponsored employee events during scheduled work hours *is* expected unless absence from the event is approved by your Department Head. If you attend City sponsored employee events or are absent with approval during scheduled work hours, you will be compensated consistent with your approved work scheduled during the City sponsored event.

Work schedules will generally not be adjusted to permit you to be compensated for attending a City sponsored employee event.

508 Use of Vehicles, Equipment, and City Property

Effective Date: 12/20/2018

You cannot use City equipment, vehicles, facilities, or materials for personal purposes except as allowed by established City policy. No personal business of any kind shall be permitted during business hours.

Copy and Fax Machine

You may make personal photocopies or send and receive local faxes on City machines at the City's cost, provided the use is reasonable and it does not interfere with City business. However, this practice is not encouraged. An effort must be made to conduct such business after normal business hours.

Postage Machine and City Letterhead

You are not permitted to use the postage machine or City letterhead for personal business.

Keys and Security

The security of City buildings, equipment, and files is of great importance and efforts must be made to protect the property from theft. Keys for City buildings and vehicles are issued only to employees with an absolute need. The keys are not to be shared with anyone outside the organization and are considered to be the responsibility of the employee to whom they are issued. Lost keys must be reported immediately to your immediate supervisor or Department Head. If you are entrusted with safes or confidential files, you are required to make sure that these items are secure at the end of the day.

Vehicles and Equipment

As a city employee, you may be expected to drive for work purposes. In order to reduce the risk of causing harm to yourself or others, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines, when using city property, or while driving for city work purposes. You are expected to obey all traffic laws

and safety rules when driving City vehicles. Any tickets or traffic violations received while on official City business or while operating a City vehicle is your responsibility and may subject you to discipline.

City-Owned Vehicles:

City owned vehicles may be used only for authorized local government business, including personal use that is clearly incidental (such as stopping for lunch) to the use of the vehicle for local government business. City vehicles are for the exclusive use of employees and other individuals directly involved in city business.

- Employees provided with a city vehicle should use a city assigned purchase card for parking, garage fees, tolls and emergency repairs as necessary (a personal credit card is authorized when an employee does not have access to a city purchase card). Detailed receipts must be submitted for reimbursement of transportation expenses with the monthly purchase card statement or when submitting the expense claim form (within fifteen (15) business days).
- Due to potential liability considerations, transportation of persons not on official city business is prohibited in city vehicles.

Privately-Owned Vehicles:

The use of a privately-owned vehicle is always discouraged if an employee can use a city owned vehicle.

- The City Council has adopted the Standard Mileage Rate established by the IRS for official city business travel. Mileage reimbursements using the standard mileage rate are paid as tax excludible income to employees.
- This reimbursement is designed to defray costs relating to operating a personal vehicle for city business use. It is the employee's responsibility to maintain their own insurance and maintenance of their vehicle.
- In the event that more than one employee shares the use of the automobile only one passenger is eligible for a mileage reimbursement.
- Mileage will be paid using the most reasonable direct route. Normal commuting miles will not be reimbursed. Commuting miles are the distance you travel from your home to your usual work place. Mileage is calculated as follows:
 - An employee that commutes 20 miles round trip (10 miles each way) who travels to a business meeting (8 miles) and then home from the meeting (6 miles) would be reimbursed for 4 miles. Computed as the 20 normal commute miles minus 24 total miles driven for the day.
 - If an employee is required to attend a meeting that is not part of their normal schedule, miles from home to work location are reimbursable. For example:
 - If an employee normally works until 4:30pm and travels home after work but must return to work at 7:00pm for a

night meeting. The distance from home to the night meeting is reimbursable.

- If an employee does not regularly work on Saturday but is required to come in for a meeting or to staff an event, the distance from home to the meeting or event is reimbursable.
- Each reimbursement claim must include a listing of “FROM” and “TO”; this should be mapped out in a format like MapQuest or another mapping service of the employee’s choice. The claim should also include the number of miles driven and purpose of travel.
- In instances when the employee is receiving a car allowance, Minnesota State Statute does not allow additional mileage reimbursement.

Rental Vehicles:

- The use of a rental vehicle must be approved prior to booking and justified as a reasonable need - not a matter of personal convenience. The rental vehicle chosen must be the most economical available, given the purpose for which the vehicle will be used. When traveling together, employees should share vehicles to minimize costs.
- The city is not responsible for expenses related to the use of a rental car to accommodate family members or non-business associates traveling with the employee.
- The City of Chaska’s insurance with the League of Minnesota Cities Insurance Trust provides coverage for damages because of bodily injury or property damage arising from the ownership, maintenance, or use of any automobile while conducting city business. Physical damage coverage applies automatically on a blanket basis to all vehicles the city owns, leases, rents, or borrows. However, when a city employee or volunteer uses his or her personal vehicle on city business, that vehicle is not considered to be a “borrowed” vehicle and is not covered for physical damage. Employees are personally responsible for any expenses related to accepting optional insurance for collision and comprehensive coverage offered by the car rental agency.
- Employees are encouraged to fill the gasoline tank prior to returning the vehicle to the rental company whenever possible.

In the event of an accident, you are required to immediately report the accident to your supervisor and, if directed, obtain a police report. Any damage to City property, vehicles, or equipment must be reported to a Department Head within 24 hours of occurrence. It is the Department Head's responsibility to document the damage and report it to the Assistant to the Administrator. For all claims estimated to be over \$1,000, the Assistant to the Administrator must complete the necessary paperwork and submit the claim to the City’s insurance carrier.

If an individual, other than a City employee, incurs property or physical damage and wishes to

submit a claim, the Department Head must report the damage to the Assistant City Administrator. The Assistant City Administrator will then submit the claim to the City's insurance carrier. Any documents related to the claim should also be submitted to the Assistant City Administrator. If the individual has any questions related to the claim, he or she should be directed to the Assistant City Administrator. All other employees may not answer questions or address the individual without authorization.

The City reserves the right to revoke any employee's privilege to operate a City vehicle, equipment, or property at any time.

509 Business Expenses and Reimbursements

Effective Date: 12/20/2018

The City assumes responsibility for expenses incurred while performing City duties, including those incurred while traveling for City purposes. Minnesota Statutes require that expenditures of public funds serve a public purpose. The definition of a public purpose is an activity that will serve as a benefit to the *community* as a body and which, is directly related to the functions of government. The activity does not have as its primary objective the benefit of private interest.

- When traveling on City business the expense categories include: transportation (airplane, car rental, city or personal vehicle mileage); lodging; and per diem (for meals and related incidental travel expenses). Events such as conferences, conventions, workshops, seminars, educational and training courses, forums and other business activities need to be related to the betterment of the functioning of the City of Chaska. All employees conducting official city business are expected to show good judgment in the nature and amount of expenses incurred while conducting city business.

AIR TRAVEL

- When air travel is necessary, the employee should use their city purchase card and reservations should be made for coach/economy class.
- The city covers the cost for one piece of luggage if the airline charges to check luggage. Employees are responsible for any additional fees for exceeding weight or size limits. Any exceptions must have the City Administrator's prior approval.

LODGING

Employees should book and pay for lodging expenses using their city purchase card in accordance with the following:

- Lodging expenses are authorized if the travel requires on overnight stay and is more than 50 miles away from City Hall. Any exceptions must have the City Administrator's prior approval.
- The city covers lodging expense at the single accommodation rate.
- Charges for lodging for the night prior to the formal start of the conference,

meeting, etc. Shall require the approval of the department director.

MEALS & INCIDENTAL EXPENSES (M&IE) OVERNIGHT/NO-OVERNIGHT TRAVEL

City issued purchasing cards may not be used to purchase travel meals. Employees purchase meals as needed and submit per diem reimbursement within 15 days after travel is complete.

- The City Council annually adopts the IRS standard CONUS (Continental United States) per diem rate for M&IE (meals and incidental expenses) as established by the GSA (United States General Services Administration).
- GSA Per Diem link: <https://www.gsa.gov/portal/content/142071>
- Meals (no incidentals) are reimbursable for travel days (departing and returning) based on the start or finish of official travel: breakfast requires employees to be traveling on official business by 7:00 a.m.; lunch requires employees to be traveling on official business by 1:00 p.m.; dinner requires employees to be traveling on official business past 7:00 p.m. The rate for travel day meal reimbursement is based on GSA's "Meals and Incidental Expense Breakdown" (based on the standard CONUS per diem rate).
- GSA's "Meals and Incidental Expense Breakdown" link: <https://www.gsa.gov/portal/content/101518>.
- When meals are included as part of a conference, seminar or registration fee, or provided by or paid for by third parties, employees are only authorized reimbursement for incidentals. When employees receive meal tickets as part of the registration with overnight lodging provided by the sponsor, employees are not authorized reimbursement for meals or incidentals.
- Registration for a banquet is considered an appropriate expense when an employee is attending the function on behalf of the city. Cost of the banquet should be paid using the city purchase card if possible, and is not subject to the M&IE limitations above (meal is not claimed for per diem).
- The following are considered incidental expenses:
 1. Meals and taxi services tips.
 2. Maid or housekeeping services is \$2.00 per day.
 3. Baggage handling for check in day and check out day is \$1.00 per bag.
 4. Parking attendant is \$1.00 per use.
- The following are examples of expenses that are not considered incidental and should be paid using the city purchase card when traveling on official business. If unable to use a personal city purchase card, receipts are required to be submitted with the expense claim in order to be reimbursed.
 1. Ferry fares and bridge, road, and tunnel tolls.
 2. Taxi, airport limousine, or bus fares from the airport to hotel and return trip

to airport. Reasonable efforts must be made to obtain the most economical transportation to and from airports.

3. Fees for storing or parking vehicles.
 4. Reasonable business-related postage, telephone, fax or internet connection charges related to the business of the city.
- Advanced payments on anticipated travel expenses may be made only when the expense is much greater than a person could normally expect to cover on their own. Advances can be avoided by ensuring that whenever possible, expense items such as registration, tickets, motel room, etc. are paid using a city purchase card. Vendors and organization may be willing to bill the city directly for expenses when it is not possible to use a city purchase card.
 1. Advance requests must be submitted to the Finance Department-Accounts Payable not less than ten (10) business days prior to the pay day immediately preceding the start of travel date - this is to ensure that there is sufficient time for the advance to be processed with payroll and received prior to travel.
 2. Per diem advances must be returned to the city if the trip is canceled or shortened for any reason within fifteen (15) business days of the cancellation or trip shortening.
 - Approval for travel is not a blanket approval of all expenses incurred during travel. For example, the city will not pay the expenses of accompanying spouses or others, personal items, childcare, eldercare, pet boarding or other indirect expenses. The city will also not pay travel related expenditures related to the attendance at events sponsored by or affiliated with political parties.
 - The city will not pay for travel related expenses once an employee has announced their intention to resign, however, a new employee may attend training before starting with prior approval.

510 Phones and Electronic Devices

Effective Date: 12/20/2018

Personal Calls – City Issued Telephone

Personal phone calls made or received during office hours shall be limited to those calls absolutely necessary and shall be completed as quickly as possible. You are not permitted to use City landline telephones to make long distance personal calls.

Personal Calls – City Issued Cellular Phone

If the City purchased a cellular telephone for you to be used for official City business and to increase your availability in the case of emergencies, you are encouraged to keep the phone on during non-working hours. The phone may be used for limited personal calls as long as the use does not exceed the monthly allotted use included with the providers' monthly plan. If the allotted time is exceeded or personal roaming calls are made resulting in extra cost to the City, you must inform the Administrative Services Department and reimburse the City for these additional costs.

Whether it is using City phones or your own electronic devices, we know that you may occasionally want to text, make/take phone calls, and otherwise use them for personal purposes. Where possible, any such use should be confined to nonworking times such as breaks or meal periods, and should not interfere with your ability to effectively perform in your position, or distract your coworkers.

511 Computer, Internet and E-Mail Usage

Effective Date: 12/20/2018

We provide computers, e-mail and Internet access to assist you in completing your work, improving your efficiency and obtaining City-related data and technology. The City recognizes that some personal use of City-owned computers and related equipment has and will continue to occur. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. If there is any uncertainty, employees should consult their supervisor or manager. Personal use should never preempt or interfere with work and must comply with this policy. We have established the following policy to help ensure responsible and productive computer usage.

Computers (which, for the purposes of this policy, includes not only computer hardware, such as PCs, phones, tablets, and laptops, but our systems, networks, software, remote access abilities, e-mail and other communication tools, internet access, etc.) are our property, and are intended for City use. You have no right to privacy for any city-provided computer usage. We reserve the right to monitor any and all use to which our computers may be put, regardless of whether the use is personal in nature, or occurs during non-working time. Do not use a password to protect access to files or other stored information unless authorized by a supervisor to do so.

You should take all anti-virus precautions available and prescribed by us. You should not attempt to bypass or disable any anti-virus precautions installed on our computers. When required, you should only send confidential, sensitive and/or proprietary information using City approved encryption or secure email methods.

You must comply with any and all potentially applicable laws (e.g., industry regulations, harassment laws, copyright restrictions, contractual obligations or restrictions, etc.) each and every time you use our computers for any purpose, as well as during any time you may be using your own personal computer networks, systems, or equipment in ways that may directly or indirectly be associated with the City of Chaska.

All data that is composed, transmitted, or received via our computer system is considered to be part of our official records and, as such, is subject to disclosure to law enforcement or other third parties, and may be used by us in any ways we feel may be necessary.

Prohibited Usage

Our e-mail system is City property and intended for City business. The system is not to be used for employee personal gain or to support or advocate for non-City related business or purposes.

We purchase and license the use of various computer software for business purposes and do not own the copyright to this software or its related documentation. Unless authorized by the software developer, we do not have the right to reproduce such software for use on more than one computer. You may only use software on local area networks or on multiple machines according to the software license agreement. We prohibit the illegal duplication of software and its related documentation.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if you did not create material, do not own the rights to it, or have not gotten authorization for its use, you should not put it on the Internet or transmit it through the e-mail system.

The following behaviors are examples of actions and activities that are prohibited and can result in disciplinary action up to and including termination of employment:

- Sending or posting messages or images that are disruptive, offensive, discriminatory, obscene, threatening, harassing, intimidating, or harmful to morale
- Using City email to solicit for outside commercial ventures, religious or political causes, outside organizations, or other non-business matters
- Downloading large files, streaming audio/video
- Using our computers for personal gain
- Revealing your account password to others or allowing use of our account by others
- Using or disclosing someone else's code or password without authorization
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization (such information includes, but is not limited to, information outlined in our Confidentiality and Non-Disclosure policy)
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Viewing or exchanging pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation or destroying, concealing, or disclosing information protected by attorney-client privilege, legal hold or spoliation order
- Sending or posting chain letters or advertisements not related to business purposes or activities
- Using the computer for gambling of any sort
- Using City provided email address or website addresses to register for any social networking website or online blog without prior written approval
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage other organizations
- Passing off personal views as representing those of the City of Chaska

- Sending anonymous e-mail messages
- Using the computer for purposes of seeking outside employment or preparing or posting a resume
- Loading personal software without permission
- Connecting personal peripheral tools or equipment (such as printers, digital cameras, disks, USB drives, or flash cards) without permission
- Storing personal files
- Engaging in any other illegal activities
- Engaging in any other computer related activity determined by us to be inappropriate or unacceptable

Passwords

While you have a confidential password, users should be aware that this does not suggest that the system is for personal confidential communication, nor does it suggest that e-mail is the property right of the employee. The use of the e-mail system is for City business. Passwords should be periodically changed to ensure security of the e-mail system. Users should not share their password with anyone else.

If you have questions about acceptable usage of the computer or networks we provide you, please contact the Information Systems Manager (IS).

512 Social Networking Websites and Online Communications

Effective Date: 12/20/2018

Social Networking Websites

Social networking sites present unique opportunities for you to communicate with others, and express yourself in a public forum. However, social networking also poses significant risks to the workplace, even if your social networking activities are conducted completely on your own time and on your personal devices and networks. As a result, you need to always be mindful of how the things you post and do online might impact your coworkers, our reputation, and your professional reputation.

Online Code of Conduct

Although you are solely responsible for what you post or endorse online, what you say and do can impact the City and your coworkers. Here are some examples of online behaviors that we consider to be unacceptable:

- Sending, posting or making discriminatory, defamatory, harassing, bullying or threatening messages or images (including photographs or videos).
- Posting any confidential, proprietary or non-public City information or documents, including, but not limited to, information listed in our Confidentiality and Non-Disclosure policy
- Posting comments or opinions regarding our products or services, and which may be construed as violating state or federal law (e.g. the FTC's Endorsement Guidelines)

- Posting any confidential information pertaining to employees or customers, which may otherwise be protected under state and federal laws such as state privacy and disability laws, Red Flag Regulations, The Data Privacy Act, ADA, HIPAA or GINA
- Disclosing any information protected by attorney-client privilege, legal hold or spoliation order
- Representing (or otherwise giving the impression) that you are speaking on the City's behalf
- Failing to use proper disclaimers with anything that might be connected back to the City, such as "postings on this site are my own and do not represent others' opinions, philosophies or business strategies"
- Posting photographs, videos or images of other employees without proper authorization, or failing to remove such images when requested by another employee
- Using the City logo for commercial gain, or otherwise using our logo in a non-commercial setting that would be inconsistent with our code of ethics and organizational brand
- Unlawfully gaining access to another employee's social networking website or profile
- Demanding or otherwise requiring applicants or employees to give you their social networking passwords

Connecting with Employees and Customers Online

You are free to network online with your coworkers during non-working time. If you receive social media connection requests from coworkers, you should not feel compelled to accept such requests if you desire to keep your personal information confidential. You are also encouraged to utilize all appropriate privacy settings to ensure your information is shared and viewed only by those you intend to have access.

In some situations, you may be permitted to network with our customers or other employees using professional networking websites such as LinkedIn, but you are required to exercise professional judgment when communicating on these professional networking websites and must comply with all of the policies contained in this handbook. You cannot give an endorsement or referral for another City employee on a social networking site without prior authorization from HR. If you have any question as to whether a website or post would violate City policy, you are encouraged to seek input from the Human Resources Department without fear of reprisal or retaliation.

Monitoring and Consequences for Policy Violations

While we have no general practice of reviewing your personal profiles on social media sites, you should be aware that if such profiles contain information suggesting conduct that violates this or any other City policy, such information may form the basis for an appropriate investigation and/or discipline.

Nothing in this policy prohibits you from exercising any legal right under any state or federal law, nor will you be subject to discipline for any posts that are legally protected. However, you should be aware that most posts to personal social networking sites are not entitled to legal

protection, and any such posts may result in disciplinary action up to and including termination of employment, if they violate this or any other City policy.

If you have been the subject of online harassment or bullying by a city employee or city constituent, notify the Human Resources Department or any member of management.

513 Workplace Monitoring

Effective Date: 12/20/2018

From time to time, we conduct workplace monitoring to ensure quality control, employee safety, security, and customer satisfaction.

We reserve the right to monitor your computer, Internet, and e-mail usage as described in our Computer, Internet and E-mail Usage policy, including any personal usage to which you may put our systems, networks, or equipment.

We may also use GPS units on vehicles to help us track the times, locations, and routes you may drive in connection with work, for safety, efficiency, and compliance purposes.

We perform workplace monitoring in an ethical and respectful manner, and we are sensitive to the privacy concerns of employees.

If you have questions please check with IT or HR Department.

514 Recording Devices in the Workplace

Effective Date: 12/20/2018

Employees are prohibited from using cameras or other audio or visual recording devices in areas and/or meetings where private information may be compromised.

601 Unsatisfactory Performance, Inappropriate Conduct and Work Rules*Effective Date: 12/20/2018*

In order to maintain the excellent reputation we have earned with our constituents and to provide the best possible work environment for you and your coworkers, we expect you to follow the rules of conduct set forth in this policy.

Performing with Integrity and Honesty

Any time you are interacting with someone connected to the workplace, their perception of your words, actions, and behaviors is more important than your intent. As a result, we expect each employee to perform with the highest level of integrity possible and to be honest and fair when you interact with customers, management, and coworkers.

If you are ever in doubt about whether a particular course of action is appropriate, seek guidance from your direct supervisor or the Human Resources Department.

Treating Others with Respect

Treat all co-workers, constituents and customers with respect and demonstrate genuine concern for their needs. Consideration, respect and courtesy plays an important role in maintaining positive and productive working relationships with your supervisors and coworkers.

Unsatisfactory work performance and Unacceptable Conduct

We own the results of our individual performance and actions, we treat each other with honesty, respect and dignity, and we hold ourselves and each other accountable for delivering results.

It is the shared responsibility of your supervisor and you to gain a mutual understanding of performance expectations and to engage in an interactive dialogue to constructively address any discrepancies. We strive to handle work-related performance issues in a reasonable and timely manner. Unsatisfactory performance results when you do not meet the performance standards and expectations of the position as determined by your supervisor. Some examples include:

- Failure to achieve required work results,
- Poor work quality, carelessness with work assignments, and
- Missed deadlines.

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of actions and behaviors that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of city or coworker property
- Unethical, immoral, or criminal conduct in or outside of the workplace
- Dishonesty or misrepresentation including, but not limited to, falsification of timekeeping records, misrepresentation on employment applications, or dishonesty in an investigation
- Falsification of records or making false statements
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace,

- while on duty, or while operating tools and equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of city-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking or using tobacco in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of firearms, explosives or other dangerous or unauthorized materials, in the workplace or while on duty elsewhere. (This prohibition applies even if you have a legal permit to carry a weapon.)
- Unauthorized absence from work station during the workday
- Performing work outside of your scheduled workday without prior authorization from your supervisor
- Refusing to do assigned work, or failing to carry out a reasonable assignment,
- Use of abusive or profane language,
- Being repeatedly or continuously absent or late, being absent without notice, and
- Conducting yourself in any manner which is offensive, abusive, or contrary to a respectful workplace.
- Unauthorized or excessive use of computers, telephones, mail system, or other employer-owned equipment or networks
- Unauthorized disclosure of business “secrets” or confidential information
- Inappropriate words, actions, or conduct, inside or outside of the workplace that may reflect poorly upon, or cause harm to, the City of Chaska. This prohibition applies even to words, actions, or conduct that occurs completely on personal time, including on Internet social networking sites. However, this does not prohibit you from exercising in protected concerted activity, nor will you be disciplined or retaliated against for engaging in protected concerted activity
- Violation of any personnel policies

Duty to Report Violations

Report any matter that you believe violates this policy and/or may result in any of the following: monetary loss, damage to reputation, or harm to an individual(s). Reporting such matters is essential so that we can respond appropriately. We do not retaliate against any employee who, in good faith, reports suspected violations of our policies. Employees can report violations to their Supervisor or Human Resources.

602 Drugs and Alcohol

Effective Date: 12/20/2018

We maintain a substance-free workplace. We do not tolerate the misuse of controlled substances or being under the influence of alcohol or illegal substances at work. DOT employees must consult their governing policies for additional duties and obligations.

Prohibited Uses of Alcohol, Illegal Drugs, and Legal Drugs

While on city premises or conducting City-related activities off our premises, you may not use, possess, distribute, sell, or be under the influence of alcohol, illegal drugs, or any legal drugs (including prescribed drugs) that might cause you impairment or impact your ability to fully or safely perform the functions of your position.

Employee Assistance Program

The City's EAP provides confidential counseling and referral services if you need assistance with such problems as drug and/or alcohol abuse or addiction. We encourage you to address any questions or concerns you may have about substance dependency or abuse with the EAP, and to review the treatment programs that may be covered under our health insurance program or any other health insurance program that provides coverage to you. You may discuss these matters with your supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Alcohol in City-Approved Situations

From time to time, the consumption of moderate amounts of alcohol may be permitted at City-sponsored events or with the express approval of management. If you consume alcohol under such circumstances you must drink responsibly, must not become intoxicated, and must not return to work after drinking. Similarly, if you bring guests to functions where the consumption of alcohol has been approved, you are responsible for the conduct of any such guests, and must prevent your guests from becoming intoxicated or getting out of control.

If you have any questions on this policy or issues related to drug or alcohol use in the workplace, please raise your concerns with the Human Resources Department.

603 Drug and Alcohol Testing

Effective Date: 12/20/2018

Using or being under the influence of drugs or alcohol on the job poses serious safety and health risks. To help ensure a healthful and safe working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit, illegal, or impermissible use of drugs and alcohol. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

There are a variety of circumstances under which we might test for drugs or alcohol, including, but not limited to, in connection with a workplace accident or injury, randomly (only for safety-sensitive positions), with reasonable suspicion, and on applicants to whom a conditional job offer has been made.

To the extent that a drug test is conducted in connection with a workplace accident or injury, we will not require post-injury or post-accident drug testing unless the circumstances of the injury or

accident are such that there is a reasonable possibility that alcohol or drug use could have been a contributing factor to the occurrence of the injury or accident.

Employees and applicants have the right to refuse to submit to alcohol and/or drug testing. Consequences of an applicant's refusal will result in withdrawal of a job offer. Employees who refuse to submit to alcohol and/or drug testing may be disciplined up to and including termination of employment.

The Human Resources Department maintains a lengthier and more detailed policy setting forth the various steps, procedures and consequences of a positive drug and/or alcohol test in our drug testing program. Copies of our comprehensive drug testing policy are available for inspection by employees and applicants in the human resources department during regular business hours. In addition, a copy of the drug and alcohol policy will be provided to you prior to being tested. You will be asked to sign an acknowledgement form indicating that you have received a copy of the comprehensive drug testing policy. Union and DOT employees must also consult their CBA and/or governing policies for your duties and obligations.

Information and records relating to test results, drug and alcohol dependencies, and legitimate medical explanations shall be kept confidential and maintained in secure files separate from normal personnel files, to the extent required by law. Questions concerning this policy, or its administration should be directed to the Human Resources Department.

604 Harassment & Offensive Behavior*Effective Date: 12/01/2017*

We are committed to providing a work environment where you and all other employees are treated with dignity, decency, and respect. In keeping with this policy, we will not tolerate bullying, harassment, offensive behaviors, or retaliation (hereinafter, “harassment,” unless otherwise noted). This policy extends to workplace harassment involving non-employees, such as outside vendors, suppliers, consultants, or customers. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside of the workplace, such as during business trips, business meetings and social events, or where there is an impact in the workplace.

What is Harassment?

Harassment is hostile or offensive physical conduct, verbal comments, or written comments including, but not limited to, electronic communications, such as online posts or text messaging if that conduct:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- Unreasonably interferes with an individual’s work performance or opportunities; or
- Otherwise affects the terms and conditions of employment.

Harassment because of the individual’s race, color, religion, sex, pregnancy, citizenship, national origin, age, disability, military service, veteran status, genetic information, union membership, creed, marital status, familial status, sexual orientation, status with regards to public assistance, membership in a local human rights commission, or any other status protected by law is unacceptable and will not be tolerated.

Definition of Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, comments (verbal or written), or physical conduct of a sexual nature when:

- Submission to the conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- The conduct has the purpose or effect of unreasonably interfering with an individual’s work performance; or
- The conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Sexual harassment may involve individuals of the same or different gender.

Examples of Harassment

Examples of harassment include, but are not limited to:

- Unwanted sexual advances.

- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Leering or making sexual gestures.
- Displaying or circulating sexually suggestive objects, pictures, cartoons, e-mails or posters.
- Displaying or circulating offensive objects, pictures, cartoons, e-mails or posters based on a legally-protected characteristic such as race, religion or sexual orientation.
- Making or using derogatory comments, epithets, slurs, or jokes.
- Electronic communications, such as online posts or text messaging, which are offensive or derogatory in nature about an individual due to their membership in a protected class.
- Graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Unwelcome physical conduct including touching, assaulting, impeding or blocking movements, or threatening and intimidating behavior.

Reporting Procedure

You are responsible for, and have an obligation to, report harassing or inappropriate behavior; whether it is directed at you or is something you saw or heard that was directed at someone else. Any supervisor who learns of or observes harassing or inappropriate behavior, or receives a complaint about this kind of behavior, must immediately report the behavior or complaint to the Human Resources Department.

If you *experience* harassment in the workplace or at an offsite work event, whether by employees or non-employees, take the following steps:

- Take immediate action rather than ignoring the problem and waiting for it to go away;
- Tell the offending person, if you feel comfortable doing so, that his or her actions or comments are unwelcome, that the behavior is offensive and it must stop immediately;
- Report the incident as soon as possible to a supervisor or the Human Resources Department; and
- Remember that we will *not* tolerate any retaliation against you for reporting concerns about harassing behavior or conduct.

If you *witness* harassment, take the following steps:

- Take the incident(s) seriously;
- Refuse to condone or participate in the behavior;
- Encourage the victim to speak with his or her supervisor or the Human Resources Department; and
- Express suspicions or concerns to the appropriate supervisor, or the Human Resources Department so that we can be alerted to any possibly harassing situations.

If you *engage in* harassing behavior or have been accused of engaging in harassing or inappropriate behavior, take the following steps:

- Stop the behavior immediately;
- Listen to the person complaining about the behavior; and
- Learn from the experience and do not repeat it.

If you are not comfortable making a complaint to the Human Resources Department, your complaint may be submitted to the City Administrator or City Attorney.

Investigations

We will promptly investigate any report of harassment, and will take swift and appropriate action at the end of our investigation. Complaints will be handled as discreetly as possible, although we cannot guarantee absolute confidentiality, since the alleged harasser is entitled to answer the charges, particularly if discipline or termination is a possible outcome.

You must cooperate fully during any investigation or fact-finding we conduct and must provide honest and complete information. You cannot choose to “stay out of it” if you are asked for information that you have or have access to. This is true whether you are the complaining party, the accused party, or a potential witness.

Failure to participate fully and honestly in the investigative process, or in any fact-finding process initiated by us, is a serious violation of City policy and grounds for disciplinary action, which may include termination from employment.

Retaliation

We do not tolerate any retaliation against any employee who reports an incident of alleged harassment, sexual harassment, or inappropriate workplace behavior, or provides information during an investigation, and will take measures to protect all such employees from retaliation. *Engaging in retaliatory behavior is a violation of this policy, and is grounds for corrective action, up to and including termination of employment.*

Consequences for Engaging in Harassment or Sexual Harassment

If you violate this policy, you will be subject to disciplinary action, up to and including termination from employment. You may also be subject to personal legal liability for violation of this policy.

Supervisors

If you are a Supervisor and if you engage in harassment, permit others under your supervision to engage in such harassment, retaliate or permit retaliation against an employee who reports such harassment, you are guilty of misconduct and shall be subject to immediate disciplinary action that may include termination of employment.

If you want more information about our harassment policy or complaint process, please contact a supervisor or the Human Resources Department.

605 Workplace Violence*Effective Date: 10/01/2017*

Threatening and violent behavior is prohibited throughout the workplace, and we have adopted this policy to ensure that all employees can work in an environment that is safe from, and free of, such behaviors.

Employees, customers, vendors, and other members of the public should be treated with courtesy and respect at all times. You are expected to comply with our Safety and Employee Conduct and Work Rules policies, and refrain from fighting, “horseplay,” and other conduct that may be dangerous to others. **You may not bring firearms, weapons, and other dangerous or hazardous devices or substances into the workplace, unless the device or substance was provided by us and is necessary to perform your job.**

At no time may you commit an act of violence against anyone you come into contact with while working. Similarly, you may not threaten or otherwise use firearms, employee, vendor, customer, or other member of the public.

If you receive or observe a threat of violence or actual violence, report it immediately to your supervisor or a member of management. This includes threats or conduct by employees, customers, vendors, and other members of the public. Be as specific and detailed as possible when reporting a threat or act of violence.

You must also immediately report any suspicious activities to your supervisor or a member of management. Do not place yourself in peril. If you see or hear commotion or a disturbance, do not try to intercede.

In the event of an active shooter or other situation posing imminent danger, you should:

- Run if there is an accessible escape path;
- Hide if evacuation is not possible; and
- Fight if your life is in imminent danger and you have no option other than to attempt to disrupt and/or incapacitate the active shooter.

We will promptly and thoroughly address all reports of threatened or actual violence, as well as suspicious individuals or activities. Employees found to have engaged in threatening or violent behavior will be subject to prompt disciplinary action, up to and including termination of employment.

We encourage you to bring concerns and disputes to the attention of your supervisor, a member of management, or the Human Resources Department without fear of retaliation.

605a Weapons In The Workplace

Weapons are defined to include all legal or illegal firearms, switchblade knives, or any other object that has been modified to serve as a weapon or that has the primary purpose of serving as a weapon.

Possession or use of a dangerous weapon is prohibited on city property, in city vehicles, or in any personal vehicle, which is being used for city business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition include:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on city property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.
- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

606 Political Activity

City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no City employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes. Further, any political activity in the workplace must be pre-approved by the City to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.

607 Attendance and Punctuality

Effective Date: 12/20/2018

To help us maintain a safe and productive work environment, we expect you to be reliable and punctual in reporting for scheduled work. Unapproved absenteeism and tardiness place a burden on us and the rest of your team. As a result, we do not pass judgment on, nor give consideration to, the reasons why you may need to be absent from work. Instead, we focus only on the fact and frequency of absences. Similarly, just because you may have some amount of paid leave available does not mean that an absence will be “excused,” nor will not be counted against your attendance. However, absences protected by law will not be counted against your attendance record, although we may require medical or other documentation to substantiate these absences.

In the rare instances when you cannot avoid being late to work or are unable to work as scheduled, notify your supervisor as soon as possible in advance of the anticipated tardiness or

absence. Calling coworkers rather than the supervisor will not be acceptable. Similarly, calls from friends, family members, or coworkers to report tardiness or absences will not be accepted – unless it is an emergency situation such as your hospitalization or incapacitation.

Manageable absences (such as doctor's appointments) should be scheduled outside of normal working hours whenever possible, or at least at times that are as minimally disruptive to the workplace as possible. In most cases, if you are absent for two or more days without proper notification (i.e., are a no-call/no-show for those days), you will be considered to have abandoned or voluntarily terminated your position.

Poor attendance and excessive tardiness negatively impact the workplace. Similarly, failure to follow proper reporting procedures can be very disruptive. As a result, attendance will be taken into consideration during employee performance appraisals. Moreover, any of these problems may lead to disciplinary action, up to and including termination of employment, so we expect that you will make punctuality and attendance a top priority.

608 Uniform Allowance

In certain departments where a uniform is required, there may be a uniform allowance available to employees. Please talk to your direct supervisor for detailed information on this.

609 Personal Appearance

Effective Date: 12/20/2018

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image we project to customers and visitors.

During business hours or when representing us, you are expected to present a neat, clean and professional appearance and limit natural or artificial scents that could be distracting or annoying to others. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person. Where necessary, reasonable accommodation may be made for employees with disabilities, or who have religious requirements.

Your supervisor or the Human Resources Department is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you may not be compensated for the time away from work.

At the discretion of your supervisor, in special circumstances you may be permitted to dress in a more casual fashion than is normally required. On these occasions, you are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate clothing is not permitted.

Consult your supervisor if you have questions as to what constitutes appropriate appearance.

610 Personal Property in the Workplace*Effective Date: 12/20/2018*

If you bring personal property into the workplace—whether in a parking area, at a job or customer site, or in a building or workspace—you are solely responsible for such property. We are not responsible for any damage to, theft, or loss of personal property, and we do not have insurance to cover any such loss, damage, or theft. As a result, if you are concerned about the safety of your personal items you should leave them at home and not bring them to work.

611 Security Inspections*Effective Date: 12/20/2018*

In an effort to maintain a safe work environment, including one that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials, and to discourage theft or unauthorized possession of our property or yours, we reserve the right to inspect all work areas, including vehicles, desks, storage containers, lockers, and areas where personal belongings may be kept. We require the cooperation of everyone in administering this policy.

Because of the urgency underlying such searches, we may conduct inspections at any time, and without advance notice to you.

612 Solicitation*Effective Date: 12/20/2018*

We recognize that you have interests in events and organizations outside the workplace and that you may make solicitations as a result of your involvement. However, you may not solicit or distribute literature concerning these activities during working time, unless we are sponsoring the activity. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

In addition, posting materials or sending electronic announcements are permitted only with prior approval from the Human Resources Department.

613 Employment Resignation and Termination*Effective Date: 12/20/2018*

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

Job Abandonment occurs any time you have unauthorized absences from work or fail to report to work or contact your supervisor for three (3) or more scheduled workdays. Your official

termination date will be the end of the last date you were actually at work.

Layoff and call back occur due to a work shortage, lack of funds, the elimination of a position, a change in the organization, or other factors which are outside of your control and do not reflect upon your performance. Your duties may be reassigned to other employees. Job relevant qualifications are generally the basis for determining layoffs. When job-relevant qualifications of employees are equal, length of continuous service within a given job classification and total length of continuous service will be considered.

When possible, you will receive a written notice of the proposed layoff at least fourteen (14) days prior to the effective date of the layoff. You will be allowed personal time off during the notice period for the purpose of job interviews. A copy of the notice will be forwarded to the Human Resource Department.

Discharge / Termination occurs when we make the decision to terminate your employment for performance or conduct reasons. You are employed on an at-will basis (unless otherwise specifically agreed upon), which means that neither of us is obligated to continue the employment relationship, and either of us can choose to end it at any point.

Your employment with us is voluntary and is subject to termination by you or us at will, with or without cause, and with or without notice, at any time. You will receive your final pay in accordance with applicable state laws.

Severance Pay for employees hired prior to January 1, 1986. The City will pay one third (1/3) of the accumulated unused sick leave up to a total of 30 days upon severance of employment from the City after five (5) years of continuous employment for all of those employees hired *prior to January 1, 1986*. An employee who voluntarily terminates his or her employment must notify the City at least two weeks ahead of termination date or the employee will forfeit the above severance pay. No severance pay will be given to an employee who is discharged from his or her position because of disciplinary reasons by the employer. Accrued vacation time shall be paid to employees as taxable income at the time of termination if the employee leaves in good standing and provides the City with a minimum of two weeks' notice.

613b Retirement

Effective Date: 12/20/2018

Resignation / Retirement occurs any time you notify us of your intent to end your employment with us. If you wish to resign from your employment with us, please notify your supervisor or the Human Resources Department in writing at least 2 weeks prior to your last day of employment with us. Failure to give at least 2 weeks' notice can result in forfeiture of unused vacation, sick, or PPL and ineligibility for rehire. Your written notice should include:

- An indication that the resignation is voluntary
- The reason for leaving
- Your last day of actual work, excluding accrued leave
- Your signature

If you resign, we may schedule an exit interview with you during your notice period to discuss

the reasons for your resignation and the effect of the resignation on your benefits. In some circumstances, we may need to adjust your last day of employment to a date sooner than the date you requested in your resignation.

614 Return of Property*Effective Date: 12/20/2018*

You are responsible for the safety and security of items that we issue to you or that are in your possession or control, including, but not limited to, the following:

- Cell phones
- Computers/laptops
- Credit cards
- Customer data and information
- Equipment
- Keys
- Security passes
- Tools
- Vehicles
- Written materials

You must return all of our property immediately upon request or upon termination of employment. Failure to return our property could result in legal action.

615 Employee Concerns and Suggestions*Effective Date: 12/20/2018*

Effective communication between employees and management is essential to maintain a productive working relationship. If you have questions or concerns about your job or the City's policies, we ask that you talk it over with your supervisor or the Human Resources Department. In addition, recognizing that on-the-job work experience is the best source of suggestions for improvement in the workplace, we welcome and solicit ideas from all employees. We consider those suggestions that identify specific problems and propose suitable solutions to enhance our efficiency and effectiveness through increased productivity, reduced costs, improved and safer working conditions, conservation of resources and improved public services.

Please submit your concerns or suggestions to your supervisor, or the Human Resources Department.



CITY OF CHASKA EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge receipt and access to the City of Chaska Employee Handbook which outlines policies and responsibilities of which I am to comply.

I acknowledge this handbook is neither a contract of employment nor a legal document.

I understand that I have entered my employment relationship with the City of Chaska voluntarily and acknowledge there is no specified length of employment. My employment is at-will, and unless otherwise provided by state statute or an applicable collective bargaining agreement, either I or the City can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

I understand that it is my responsibility to read and comply with the policies contained in the handbook and any revisions made to it. Since the information, policies, and benefits described here are subject to change, I acknowledge that revisions to the handbook may occur, except to the policy of employment at-will.

I understand I have been given access to this handbook and may consult with Human Resources regarding any questions.

Employee Printed Name	
Employee Signature	
Signature Date	
Employment Start Date	

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Section 1: Introduction

Welcome

The Chaska Fire Department (CFD) is committed to excellence in public service. In support of this commitment, we strive to attract productive and creative firefighters to our organization. In return, we strive to provide individuals with the support they need to be successful in their employment with the City of Chaska.

We have high expectations of individuals and leaders. We expect individuals to:

- Conduct themselves with honor and to show respect for the citizens of Chaska and their fellow Department members.
- Work together to create solutions to the many challenges facing our organization.
- Be committed to excellence in their respective professions and disciplines.
- Demonstrate behavior in accordance with the City's shared expectations including: customer service, flexibility, initiative, drive for results, public stewardship and teamwork.

We expect our leaders to demonstrate behavior in accordance with shared expectations including being an active role model, building collaborative relationships, developing staff, empowering others, facilitating change, managing performance and optimizing use of resources.

Purpose

The CFD Handbook is provided to help firefighters become acquainted with CFD policies and guidelines, and may be amended without notice. Neither the contents of the handbook, nor any amendments constitute an employment contract. Firefighters and the City of Chaska have the right to terminate the membership for any reason, with or without notice. This handbook replaces and revokes all previous handbooks, policies & bi-laws.

Scope

The CFD Handbook applies to all CFD members. There are City wide policies located in the Chaska Employee Handbook that this manual refers to that also apply to all CFD Members. Some individuals may serve dual roles as both full-time, part-time/temporary employees and CFD members and it is expected for them to know all policies in both the CFD Handbook & the City of Chaska Handbook.

Mission Statement

The Chaska Fire Department strives to put others before ourselves in the name of service.

Vision Statement

It is our vision to be known as an innovative, effective, and progressive fire department. We are dedicated to the delivery of effective fire suppression, rescue services, and quality fire/safety education to the public. We strive to offer the best available education and training to our members. We are committed to providing an environment that fosters teamwork among members. We desire to have an atmosphere of open communication, which promotes the health and welfare of individual members.

Core Values

The Chaska Fire Department upholds and maintains four core values: **Pride, Honor, Integrity, and Respect**. We expect all members of the CFD to have **Pride** in their work, equipment, and service to the citizens of Chaska. Being a firefighter is a great **Honor** and we expect all members to treat the position with the same attitude. The CFD expects that all members show **Integrity** in their work, patient care, and approach towards training. Lastly, to create an optimal work environment, all members of the CFD are expected to show **Respect** towards one another and all who we encounter while representing both the Chaska Fire Department and the City of Chaska.

Firefighter Code of Ethics

The fire service is a noble calling, one which is founded on mutual respect and trust between firefighters and the citizens they serve. To ensure the continuing integrity of the fire service, the highest standards of ethical conduct must be maintained at all times.

Ethics comes from the Greek word ethos, meaning character. Character is not necessarily defined by how a person behaves when conditions are optimal, and life is good. It is easy to take the high road when the path is paved, and obstacles are few or non-existent. Character is also defined by decisions made under pressure, when no one is looking, when the road contains land mines, and the way is obscured. As members of the fire service, we share a responsibility to project an ethical character of professionalism, integrity, compassion, loyalty and honesty in all that we do, all the time.

We need to accept this ethics challenge and be truly willing to maintain a culture that is consistent with the expectations outlined below. By doing so, we can create a legacy that validates and sustains the distinguished Fire Service institution, and at the same time ensure that we leave the Fire Service in better condition than when we arrived.

1. Always conduct myself, on and off duty, in a manner that reflects positively on myself, my department and the fire service in general.
2. Accept responsibility for my actions and for the consequences of my actions.

3. Support the concept of fairness and the value of diverse thoughts and opinions.
4. Avoid situations that would adversely affect the credibility or public perception of the fire service profession.
5. Be truthful and honest at all times and report instances of cheating or other dishonest acts that compromise the integrity of the fire service.
6. Conduct my personal affairs in a manner that does not improperly influence the performance of my duties or bring discredit to my organization.
7. Be respectful and conscious of each member's safety and welfare.
8. Recognize that I serve in a position of public trust that requires stewardship in the honest and efficient use of publicly owned resources, including uniforms, facilities, vehicles and equipment and that these are protected from misuse and theft.
9. Exercise professionalism, competence, respect and loyalty in the performance of my duties and use information, confidential or otherwise, gained by virtue of my position, only to benefit those I am entrusted to serve.
10. Avoid financial investments, outside employment, outside business interests or activities that conflict with or are enhanced by my official position or have the potential to create the perception of impropriety.
11. Never propose or accept personal rewards, special privileges, benefits, advancement, honors or gifts that may create a conflict of interest, or the appearance thereof.
12. Never engage in activities involving alcohol or other substance use or abuse that can impair my mental state or the performance of my duties and compromise safety.
13. Never discriminate based on race, religion, color, creed, age, marital status, national origin, ancestry, gender, sexual preference, medical condition or handicap.
14. Never harass, intimidate or threaten fellow members of the service or the public and stop or report the actions of other firefighters who engage in such behaviors.
15. Responsibly use social networking, electronic communications, or other media technology opportunities in a manner that does not discredit, dishonor or embarrass my organization, the fire service and the public. I also understand that failure to resolve or report inappropriate use of this media equates to condoning this behavior.

Content

Each new member of the CFD is furnished a copy of this handbook along with the City of Chaska Handbook and he/she is required to be completely familiar with its contents. Changes, additions, or deletions to this handbook's content are only valid when approved by the Fire Chief, the City Administrator, and the Human Resource Manager. As changes, additions, or deletions are made to this handbook, each member will be issued updated information via email. A current copy of the handbook along with any supporting documents, will be maintained online via Aladtec. It is each member's ongoing responsibility to stay current on the handbook content.

Definitions

Good Time: Continue to get Pension Credit up to 3 months

Bad Time: Pension credits will not continue



Section 2: Membership

Equal Employment Opportunity

The City of Chaska provides equal employment opportunity to all firefighters in accordance with applicable state and federal laws. The City does not discriminate in employment based on race, color, creed, religion, sex, national origin, marital status, age, disability, sexual orientation or status with regard to public assistance or membership activity in a local human rights commission.

This policy applies to all firefighters and includes but is not limited to recruitment, hiring, placement, promotion, demotion, transfer, layoff, compensation and selection for training. It is also City policy to provide equal opportunity in the use of all City facilities and participation in City-sponsored events. The failure of any firefighter to perform in a manner consistent with this policy may result in disciplinary action. In addition, such failure may expose the firefighter, as well as the City, to liability under the law.

Any firefighter who feels that he or she has been subjected to or has witnessed discriminatory behavior should report the incident immediately.

Eligibility

The CFD provides a critical service to the community, and it is imperative that the best candidates possible are chosen for membership. To be eligible for a firefighter position, all applicants must meet the following requirements:

- Be 18 years of age or older;
- Have a high school diploma or GED;
- Hold a valid State of Minnesota Class D driver's license;
- Have a primary residence within ten (10) minutes of the fire station according to Google Maps
- Successfully complete and pass the City's pre-employment process.

In addition, all firefighters of the department are expected to:

- Carry out responsibilities and provide effective communication in a calm, positive, and professional manner, especially in emergency situations;
- Complete training requirements established by the Fire Chief or Department Training Division;
- Understand and follow this handbook, standard operating guidelines (SOGs), and any other department policies or procedures;
- Meet standard emergency response and department function requirements;

- Demonstrate behavior in accordance with the City's shared expectations of customer service, teamwork, initiative and drive for results, flexibility and public stewardship.

Availability

Firefighters are expected to be reasonably available for communication and for work in an emergency. Firefighters are responsible for notifying their reporting officer and Human Resources of any changes to home address or phone number.

Health Surveillance

The CFD is committed to keeping its firefighters healthy and in good physical standing. All prospective and current employees of the Chaska Fire Department are required to undergo a health assessment through Health Strategies, a third-party clinic contracted out with the City of Chaska. Every year each member of the CFD is required to undergo the following:

- Annually
 - EKG reading
 - Lung capacity assessment
 - Height and Weight evaluation
 - Blood pressure evaluation
- Biannually
 - Hearing/Vision assessment
 - Blood draw
 - Urinalysis

Results are submitted to a licensed Physician through Health Strategies for interpretation and referral to a firefighter's primary Physician, if necessary. Members are required to have their annual screening completed at the station on a designated training night(s) or scheduled prior to at a Health Strategies location. If any member fails to have their annual health surveillance completed at the station or does not schedule an appointment through Health Strategies prior to the designated training night(s), they will be subject to disciplinary action, up to suspension. The Chaska Fire Department reserves the right to subject any member to a drug test via urinalysis at any time during employment. Please refer to the City Handbook for additional information regarding drug and alcohol testing.

Self-Contained Breathing Apparatus (SCBA) Mask Fit Testing

The CFD is committed to maintaining the safety and health of all firefighters operating on all emergency scenes and training venues. All employees of the Chaska Fire Department are required to undergo annual SCBA mask fit testing through an approved agency contracted out with the City of Chaska. Fit testing will be held annually on the same training night(s) as health

surveillance. Completing annual fit testing ensures each member has an SCBA mask that adheres properly to their face and jaw without allowing any air to penetrate inside. All members must be clean shaven for this annual testing or will be disqualified until they are clean shaven. Members who fail fit testing due to an improper mask seal will be provided a different mask until they pass fit testing. If any member fails to have their annual fit testing completed on the designated training night(s) or does not schedule it separately prior to the designated training night(s), they will be subject to disciplinary action, up to suspension.

Selection Process for New Members

The complete selection process for new members is defined by the Command Staff and approved by the Fire Chief or his/her designee. All firefighter applicants must successfully pass a thorough background check prior to being accepted as a Chaska Firefighter. The background check shall include any investigation that will indicate the suitability of the candidate for membership as a Firefighter. Applicants must successfully pass a pre-employment physical examination, pulmonary function test, physical ability test, drug and alcohol screening, and psychological examination. The City of Chaska will select the physician and/or psychologist to assess the candidate's ability to perform the essential functions of the job. The City of Chaska will pay for the initial costs associated with such examinations and tests.

Internal Postings

Postings

In most cases, an official announcement of a position opening within the CFD will be posted within the department. Each announcement will include specific information about the posting, the application process and the application deadline. In addition, positions will be posted in the fire station for the set time period determined by the Fire Chief.

Selection Process for Officers

An official announcement of a position opening for an Officer's position will be posted within the department and announced by the Fire Chief at a business meeting. All interested members must fill out a City application to be turned into the Fire Chief for review of minimum requirements and confirmation that performance is in acceptable standing. Candidates that are selected will be subject to the following process:

- 1st Round –
 - An interview conducted by a Captain, a senior Firefighter, and a Firefighter that are all in good standing with the CFD. All members conducting the interview will be appointed by the Fire Chief directly.
- 2nd Round –
 - An evaluation process of both Operations and Command skills. Candidates will undergo Engine and Ladder company assessments for pumping, placement, and general knowledge. Candidates will also undergo an evaluation in the command setting. Each candidate will be given a scenario and graded based on a score

sheet forth ahead of time by the Fire Chief. All examiners will be third party Fire Chief's from neighboring departments.

- 3rd Round –
 - An interview conducted by the Fire Chief and the Assistant Chiefs.

After all remaining candidates have successfully completed all three rounds the Fire Chief will offer the open Officer's position to the top candidate. The Command Staff reserves the right to set all deadlines, appoint interviewers and examiners.

Employment of Relatives

Relatives of current CFD members may be considered for employment unless there is a conflict of interest. For the purposes of this policy, relative will mean spouse, mother, father, son, daughter, brother, sister, grandchild, grandparent, legal guardian, or any of these met by a step or in-law relationship.

Examples of situations constituting a conflict of interest include:

- When a firefighter would directly or indirectly supervise or take part in the decision to hire, retain, promote, or evaluate a relative.
- When a firefighter would be responsible for auditing the work of a relative.
- When confidentiality of information held by the City of Chaska and/or this department would be jeopardized.
- When there is the potential for or appearance of inappropriate influence relating to policy decisions.

Discipline

At the Chaska Fire Department, we believe in a fair and honest discipline policy that is administered without discrimination. All CFD employees are subject to disciplinary action for failing to fulfill their duties and responsibilities or failure to uphold reasonable employee conduct as instituted by the Fire Chief or Command Staff.

The type of disciplinary action imposed is at the discretion of the City of Chaska and the CFD leadership. Other disciplinary actions may be taken in lieu of any progressive disciplinary actions. Examples include:

- Demotion;
- Verbal warning;
- Written warning placed in members permanent file;
- Suspension, length determined at the discretion of the Fire Chief;
- Paid Administrative Leave
- Termination of employment

The type of disciplinary action imposed is at the discretion of the Fire Chief and the City of Chaska. All disciplinary action will be documented and placed in the employee's personnel file. Nothing in this policy is intended to guarantee that the City of Chaska or CFD is required to follow any or all disciplinary steps before terminating a firefighter for any reason, with or without notice.

Paid Administrative Leave

A member of the Chaska Firefighter may be placed on paid administrative leave pending an active investigation or as deemed necessary by the City and/or Fire Chief. Firefighters will be notified of their paid administrative leave the Fire Chief or his/her designee or by certified letter, meeting with Fire Chief, or both. All paid administrative leave will be documented and placed in the employee's personnel file. While on paid administrative leave, the employee will not respond to calls, attend department functions, or be allowed at the fire station. If the employee returns to active status they will receive good service time for the duration of the leave. The employee will also be paid which will be calculated by the members average call percentage and drill attendance for the six (6) months prior to the leave.

Complaint Process

The CFD strives to maintain cooperative working relationships among members where concerns are addressed promptly and effectively. Firefighters shall not restrain, interfere with, discriminate against, or retaliate against any CFD member because he or she has presented a complaint.

The following process is available to any member who has a complaint.

STEP ONE: The member should discuss and attempt to resolve the matter with his/her Captain. Their Captain will consider and examine the causes of the concern and discuss relevant information and plan of action with the member.

STEP TWO: If a member is not satisfied with the discussion of their Captain, they should next submit their complaint in writing to the Chief within 10 business days. The Chief will take into consideration the decisions of the Captain, the concerns of the member, and rule on what is to be done next in writing within 10 business days of receiving the complaint.

STEP THREE: If a member is not satisfied with the decision by the Chief, a member may submit their complaint in writing, along with the written decision of the Chief, to City of Chaska Human Resources within 10 business days of receiving their Chief's ruling. The Human Resources representative will take into consideration all discussions and ruling thus far, along with the contention of the member coming forward. The Human Resources representative will submit their decision in writing to the member within 10 business days.

STEP FOUR: If a member is not satisfied with the written decisions of both the Fire Chief and City of Chaska Human Resources, they may appeal their case to the City Administrator. The member shall submit 1) the copy of the written complaint sent to the Fire Chief 2) a copy of both the Fire Chief's written decision and the HR representative's decision 3) a statement detailing the reason why the member disagrees with both decisions. The City Administrator will issue a written decision to the member and the Fire Chief. All decisions made by the City Administrator will be final.

Resignation/Retirement

To resign in good standing, a member is encouraged to provide his or her written resignation to the Fire Chief with a last date of work and reason for resignation. Members eligible for pension should refer to the *CFD Relief Association bylaws* for additional requirements.

Section 3: Attendance and Leave

Attendance

The CFD depends upon the active participation of all firefighters to be successful in meeting the department mission. Regular attendance is an essential component of a firefighter's performance and may be considered when making recommendations for promotions or educational opportunities. Firefighters are expected to regularly respond to emergency call requests and attend department meetings and trainings. In addition, special work details and events may be assigned by any officer. If a firefighter cannot attend or fully participate in shifts, calls or training due to a medical condition or emergency, he or she should contact his or her reporting officer as early as possible. It is the firefighter's responsibility to keep his or her immediate reporting officer informed of any absences, changes in attendance, and the expected date of return.

Emergency Response

The CFD is responsible for responding to emergency situations in a timely fashion with adequate resources. Firefighters are encouraged to respond to as many calls for service as possible. All firefighters must respond to a standard call percentage of 25% of all calls in a quarter. Attendance for calls for service will be taken after appropriate time has been allowed for firefighters to arrive at the station. Firefighters are generally expected to respond to a call within ten (10) minutes and to remain at the station until the call is completed or you are cleared by an officer. Call percentages are reviewed on a regular basis by the Command Staff. Members are able to make up call percentages doing the following:

- All firefighters receive an additional 1% towards quarterly percentage for each duty crew shift worked
- Members may receive additional percentage points for other events as designated by the Chief or Command Staff

Members who fail to meet their call percentage at the end of a quarter are subject to discipline per the progressive attendance disciplinary policy.

Training and Meetings

The CFD believes in the positive relationship between firefighters training participation and high levels of performance and safety. Firefighters are strongly encouraged to attend all regularly scheduled training activities and business meetings. Firefighters who are unable to attend department and/or committee meetings are responsible for reviewing any available meeting

minutes. All firefighters must satisfactorily complete mandatory department training. If a mandatory training is missed, the firefighter is expected to contact their reporting officer or the Training Division as soon as possible to arrange make-up training.

Guidelines for Training

General training is reviewed on a quarterly basis. Mondays are the designated day of the week for training and each scheduled Monday night training event counts as one (1) drill credit, unless stated otherwise by the Training Division. A quarter can have a maximum of twelve (12) available training nights. Some quarters may have fewer training opportunities depending on scheduling. Firefighters are expected to attend no less than six (6) training nights within a given quarter. With approval from the Training Division, firefighters can accrue additional drill credits towards their quarterly requirements the following ways:

- Working a duty crew shift will count as one half (1/2) drill credit per shift;
- Department training that occurs at times outside of Monday nights may count towards drill credits as assigned by the Training Division;
- The Training Division may designate special training opportunities for drill credit at their discretion.

Progressive Attendance Discipline

At the City of Chaska, we believe in a progressive discipline process that includes proper notification to our firefighters. We will try when appropriate to correct behavior first. However, not all behavior can be corrected due to the nature and seriousness of some actions.

Firefighters may be subject to disciplinary action for failing to fulfill their duties and responsibilities or failing to observe work rules instituted by the chain of command. The City of Chaska will administer discipline without discrimination. At the discretion of the Fire Chief, Human Resources, or the Command Staff, any member will be subject to the following disciplinary process:

- **1st Stage** – A letter will be submitted to the Relief Association Executive Board indicating the member is now a part of the progressive disciplinary process. That member may receive 30 days of bad time towards their relief pension and the letter will be placed in their permanent file.
- **2nd Stage** - A letter will be submitted to the Relief Association Executive Board indicating the member is now a part of the progressive disciplinary process. That member may receive 90 days of bad time towards their relief pension and the letter will be placed in their permanent file.
- **3rd Stage** - A letter will be submitted to the Relief Association Executive Board indicating the member is now a part of the progressive disciplinary process. That member may receive 90 days suspension along with 90 days of bad time towards their relief pension and the letter will be placed in their permanent file.

- **4th Stage** – The member will meet with the Fire Chief, Command Staff, and Human Resources regarding the matter at hand. The member's employment with the CFD may be terminated and they will be required to turn in any CFD issued uniforms and other equipment.

Leave

Leave of absence benefits provides employees with up to a combined total of 12 weeks, or 26 weeks for leave related to military service, of unpaid family or medical leave during a 12-month period for any of the following reasons.

Employee Notice

In the case of a foreseeable leave, the employee must give his or her reporting officer at least 30 days' notice if possible. If this is not possible, the employee must notify the Fire Chief as soon as practical.

The City may request that a firefighter, upon returning from a leave due to the firefighter's serious health condition, provide the City with certification from the firefighter's healthcare provider that the firefighter is able to resume work. Firefighters returning from leave are responsible for meeting with the Assistant Chief of Training to make up mandatory training.

Return from Leave

The City may request that a firefighter, upon returning from leave due to the firefighter's serious health condition, provide the City with certification from the firefighter's healthcare provider that the firefighter is able to resume work. Firefighters returning from leave are responsible for meeting with the Assistant Chief of Training to make up mandatory training.

Any member may return prior to the expiration of the leave, with the written approval of the Fire Chief. In such an event, the member will not forfeit the unused portion of his/her accrued leave.

Firefighters may be granted an extension of their leave at the discretion of the Fire Chief. Failure to return to full duty following the expiration of the family leave of absence without obtaining an extension from the Fire Chief will be subject to disciplinary action.

Light Duty

If appropriate, the Fire Chief may assign light duty in accordance with guidelines provided by health care providers. Light duty is defined as temporary or restricted work outside or inside a firefighter's normal assignments because of the firefighter's inability to perform normal requirements due to a medical condition, injury, or illness. Firefighters requesting light duty status should consult CFD Standard Operating Guideline 3.07 on Light Duty.

Medical Leave

Medical leave of absence may be granted for a medical condition, injury or illness related to firefighter duties. Firefighters requesting a medical leave should consult the CFD Standard Operating Guidelines 3.08 on Medical Leave.

Military Leave

The City of Chaska complies with all federal and state laws regarding military leave. Please refer to the City Handbook for additional details regarding details of this leave. Firefighters should notify the Fire Chief as soon as possible when taking a military leave. Any such requests must contain the following information:

- Dates and time periods of requested leave.
- Statements detailing the reason for requesting leave.
- Letter from commanding officer, or a copy of military orders confirming the member's participation in an official military function.

All members on military leave shall be exempt from emergency response, training functions, and departmental functions for the duration of their leave. Approved military leave will count as good service time with the CFD Relief Association. All members taking military leave shall confer with the Assistant Chief of Training to maintain all certifications and relevant skills.

Personal Leave of Absence

Upon the approval of the Fire Chief, firefighters may request a personal leave of absence up to 365 days or one calendar year. The Fire Chief may approve leaves of absence based on CFD needs and the firefighter's reason for requesting the leave. Firefighters need to make appropriate arrangements with their reporting officer to fulfill duties of their position upon their return. Firefighters returning from personal leave of absence are also responsible for meeting with the Training Division to make up any mandatory training.

Service Credits & Bank

Firefighters on leave are exempt from emergency response and training percentages.

Firefighters on leave still accrue Good Service Time, including firefighters on active military duty or line of duty medical leave, unless otherwise specified by the Fire Chief.

Section 4: Benefits

Firefighters on leave are exempt from emergency response and training percentages.

Firefighters on leave still accrue good service time, including firefighters on active military duty or line of duty medical leave, unless otherwise specified by the Fire Chief. Firefighters who utilize a personal leave of absence will not accrue good service time.

Employee Assistance Program (EAP)

The City provides a confidential assessment and referral service to assist employees and their families in solving problems. Members have access to certified social counselors 24 hours a day. These counselors can assist members and their family members with personal and work concerns, family issues, legal concerns, financial planning and many other issues that may cause stress or concern. Members must see the Fire Chief or Human Resources for more information of this program.

General Pay

Firefighters will be paid on a per-hour basis for calls, trainings and outside trainings i.e. sectional schools. Firefighters responding to any call for service will receive at minimum one hours pay. Firefighters will receive an additional hour's pay for every hour until each call is completed and they are cleared by the Officer in Command. Firefighters will receive percentage credit only for calls that occur while the firefighter is already on the clock. On the clock is defined as any time a Chaska Firefighter is already being paid by the fire department, for example the firefighter will receive two hours of pay during a Monday night training and percentage only for any call that occurs during that designated training time. The Fire Chief may choose to amend this rule at his/her discretion.

Critical Incident Stress

A critical incident stress debriefing session led by a team of specially trained mental health professionals and peer counselors is provided to any CFD member who requests a session following a critical incident. Refer to Standard Operating Guideline 3.01 on Critical Incident Stress Debriefing for additional details.

Community Center Membership

Firefighters are eligible for complimentary individual memberships to the Chaska Community Center. Firefighters wishing to add other family members to their membership may do so at a discounted rate. Contact the Chaska Community Center for full details on discounted city employee memberships. Firefighters are expected to adhere to all Community Center policies. Any firefighter who displays poor judgement or violates City or Community Center policies in the use of a complimentary membership may have his or her membership revoked at any time

with or without notice. Complimentary memberships end on the last day of employment and may be discontinued during a leave of absence.

Pay Periods and Paychecks

For all firefighter positions, a month is defined as 1st day of the month through the last day of the month. Pay checks are issued on the second pay period of every month. Time worked is rounded to the nearest half hour. All members have the option to enroll in direct deposit with the City of Chaska. Please see the Fire Administrative Assistant to set up your direct deposit. Paychecks will be electronically deposited via direct deposit the morning of each pay day. Members who choose to have paper checks will receive them in their fire station mailboxes.

Line of Duty Death Benefits

The Chaska Fire Department, in partnership with the Volunteer Firefighter's Benefit Association of Minnesota, offers benefits to any firefighter who sustains injury, sickness, disability, or loss of life in the line of duty. Please reference their website at www.vfbaofmn.com for more information and a complete breakdown of benefits.

Retirement Program

The retirement program is maintained by the Chaska Fire Department Relief Association. Specific details on the program can be found in the Relief Association Manual. Minnesota Statute defines volunteer firefighters as those receiving credit in an association or fund (such as the Relief Association). For this purpose, Chaska Firefighters are considered volunteer firefighters.

Section 5: Individual Development

Engagement Process

The CFD engagement process is designed to provide firefighters with feedback regarding their performance as it relates to specific competencies that have been identified as critical. Immediate reporting officers will meet with each firefighter on an annual basis at a minimum to identify goals and development areas for the individual in the upcoming year.

Job Training

The CFD is committed to assisting firefighters to develop the skills they need to perform their duties. Job training is defined as specific, activity-based training that can be directly applied on the job. Examples include legally mandated training, training related to required licenses and

training within specific technical areas. Typically, employees are able to demonstrate the value of this job training in a relatively short period of time.

Professional Development & Training

The CFD has a strong commitment to supporting firefighter development. Professional development activities facilitate long-term career growth by broadening a firefighter's knowledge base and exposure to areas related to his or her career goals. Most conferences and certificate programs fall into the category of professional development.

A set amount of resources are dedicated within the CFD fiscal budget for professional development activities. While most types of development activities provide some level of benefit, higher priority will be given to those activities that appear to have the greatest potential to add value to the CFD's operations and/or goals.

In addition to department training requirements, members are encouraged to seek outside training opportunities that will enhance their skills and knowledge as it relates to their position with the CFD. Approved training will be paid for by the department, at the discretion of the Assistant Chief of Training and the Fire Chief. Each member must fill out a Training Request form and return it to the Training Division for approval of funding for outside training. Members who do not complete the approved training will be required to reimburse the department.

Section 6: City and Department Policies

General Conduct Guidelines

The CFD's effectiveness depends on the respect and confidence of residents, business owners, firefighters and the general public. Firefighters are expected to conduct themselves, both on and off duty, in a manner that supports this trust. Each section of the handbook gives further guidance on the expectations of the firefighters.

Misconduct will generally fall into two categories:

- Behavior that adversely impacts the firefighter's ability and capacity to perform job duties with the trust of the organization and/or public;
- Behavior that adversely impacts the firefighter's reputation and diminishes the trust of the public.

Firefighters should be aware that certain types of off-duty activities may be considered misconduct and, as such, may result in discipline or termination of employment. Any reports of off-duty misconduct will be reviewed on a case by case basis. The review will take into consideration the firefighter's jobs duties, as well as the reported behavior.

Specific examples of activities that could constitute off-duty misconduct include but are not limited to:

- Arrest or conviction of a crime related to the firefighter's position or duties;
- Driving violations related to the firefighter's position or duties;
- Engaging in inappropriate behavior with subordinates;
- Engaging in inappropriate behavior when in uniform or when clearly identifiable as a firefighter;
- Sharing restricted or confidential information;
- Making disparaging work-related comments about a customer or another firefighter in a public forum that diminishes the public's trust in our organization and/or its operations;
- Misrepresenting the employee's personal opinions as being the official position of the City. Firefighters should never use the City logo or their job title when expressing a personal opinion.

This policy does not prohibit firefighters from discussing work-related conditions with other firefighters.

Contact your immediate or next reporting officer regarding expectations relative to conduct.

Acceptance of Gifts and Gratuities

Firefighters are prohibited from requesting or soliciting gifts or gratuities from a member or the public or interested parties. "Interested parties" refers to a person or representative of a person or association who has a financial interest in a decision the member is authorized to make. For example, a fire department coordinator may make recommendations that give a supplier the ability to do business with the department. Therefore, a coordinator cannot accept a gift from a supplier who provides goods or services that could be purchased by the fire department.

All gifts and gratuities must be reported to a member's Fire Chief directly.

Alcohol and Drug Use

The purpose of this policy is to help ensure the safety of the members of the Chaska Fire Department as well as the citizens that Chaska Fire serves. It will also provide all Chaska Fire Department personnel clear guidance on what is and isn't permitted, what is expected of each member, and how questions or issues will be addressed and resolved.

The following are some definitions to be aware of:

- **Alcohol** – means ETHYL alcohol
- **Drug** – means a controlled substance as defined in Minnesota Statutes § 152.01 subdivision 4.

- **Reasonable Suspicion** – a basis for forming a belief based on specific facts and rational inference drawn from those facts.
- **Under the Influence**- when the nervous system, brain, or muscles of a person are affected to substantially impair the person’s ability to drive vehicles, operate equipment, perform the duties required of them, or in violation of state laws pertaining to the operation of motor vehicles.
- **Impaired** – affected by alcohol or other drugs to the degree that the individual’s ability to perform their duties is negatively affected.
- **On Duty** – means any time a member is on a “call”, “on call”, or part of a duty crew. This includes, but may not be limited to, a fire, medical or other emergency; and, anytime a member is training or attending a class, whether on fire station property or not.
- **Post-Accident** – shall be defined as:
 - The Death of a person or persons regardless of the amount of vehicle or property damage.
 - The member receives a citation for a moving traffic violation arising from the accident **AND**:
 - Either vehicle involved in accident sustains disabling damage; **OR**
 - Any party involved in the accident seeks medical attention.

Call Response

It is the policy of the Chaska Fire Department that:

- A member shall not respond to any fire call, medical or other emergency, if the member has consumed more than two alcoholic beverages within four hours prior to the call or at the time of the call was under the influence of or noticeably impaired by alcohol.
- A member shall not drive any CFD vehicle, administer any emergency medical assistance, or first aid if any alcohol was consumed within four hours prior to the call.
- No member shall be under the influence of any drug while working, while on the premise of the CFD, or while operating CFD vehicles, machinery, or equipment, except to the extent authorized by a valid medical prescription and where the member’s ability to perform the duties of the job are not adversely affected.
- In addition to the above, members shall use their own discretion to determine if there are other reasons they are not fit to respond to a call.

Use of Alcohol at CFD

- Alcohol may be served or consumed on fire station premises for scheduled social events if authorized by the Fire Chief or Command Staff.
- No member shall consume any alcohol or drug while on duty.
- No person under the age of 21 may consume any alcohol at the fire station.

Responsibilities

- Chaska Fire Department members who violate the CFD’s policy regarding drug and alcohol use will be subject to disciplinary action, possible dismissal, and in some cases,

legal prosecution. It is the responsibility of all members to report violations of this policy to the Fire Chief and/or Officer in Charge.

- If the Fire Chief or the Officer in Charge reasonably suspects that a member is under the influence of, or impaired by, drugs and/or alcohol or is in violation of this policy, the Chief or Officer may request that the member not respond to the call or remain in a CFD vehicle during the call if the member is already on scene. The member may also be requested to report to the ranking officer for alcohol and drug testing pursuant to the City of Chaska's Drug and Alcohol Testing Policies and Procedures.
- The Drug-Free Workplace Act of 1998 requires that a member who is convicted of a criminal drug statute, which occurs while on duty, report the conviction to the Fire Chief within five days of the occurrence.
- It shall be the responsibility of the Chaska Fire Department to pay for Post-Accident and Reasonable Suspicion drug and alcohol tests. All follow-up tests will be paid for by the member.
- In accordance with the City of Chaska's Drug and Alcohol Testing Policy, the Chaska Fire Department provides members an assistance program to aid and assist CFD members who are in need of or have been referred for drug and alcohol counseling and rehabilitation. Members are encouraged to utilize this program.

Drug and Alcohol Testing

- The Chaska Fire Department follows the City of Chaska's Drug and Alcohol Testing Policies and Procedures. A copy of the City of Chaska's Drug and Alcohol Testing Policy is available in the City of Chaska Handbook.
- A member may be requested to submit to drug and alcohol testing if the Fire Chief or Officer in charge reasonably suspects that the member is under the influence of drugs and/or alcohol.
- A member may also be requested by the Fire Chief or Officer in charge to submit to a drug and alcohol test if the CFD vehicle they are driving is involved in an accident.
- All members have the right to refuse to undergo drug and alcohol testing. If a member refuses to undergo drug and alcohol testing required by this policy, no such test shall be given. A member refusing to take a drug and alcohol test, as required by this policy, shall not be permitted to perform their duties as a CFD member and will be considered insubordinate, in violation of this policy, and may be subject to disciplinary action including possible dismissal.

Discipline

- Any member found to be in violation of this policy is subject to discipline up to and including termination.
- Nothing in this policy limits or restricts the right of the Chaska Fire Department to discipline or terminate a member for conduct that violates CFD's policies or rules provided the member is not tested for drugs or alcohol.

Confidentiality

In the performance of City business, a firefighter may have access to information or records that are confidential. This Includes: calls, medical responses, station debriefs, information in reports regarding personal information of those you help while on calls or rescues are not to be shared.

Disclosure of confidential information may be made only in accordance with established City policies and procedures as well as state and federal law. Firefighters unsure about the release of confidential information should consult their immediate or next reporting officer prior to releasing the information.

Conflicts of Interest

All firefighters are expected to exercise good judgement in avoiding outside activities or situations where conflicts of interests with City business exist or could be perceived to exist.

The following are some examples of situations where conflicts of interest might occur:

- If a firefighter's official capacity with the City or with an outside organization may enable him or her to influence the placing of City business, which allows him or her to directly or indirectly gain something of value.
- If a firefighter uses information not generally available to the public in the firefighter's private affairs, which allows him/her to directly or indirectly gain something of value.
- If a firefighter's personal relationships may have inappropriate influence on business decisions.

Dress and Uniform

The CFD has Standard Operating Guideline 3.04 related to uniforms and gear. When responding directly to calls, firefighters should make an effort to wear CFD identifiable clothing. Firefighters should keep in mind that while wearing CFD uniforms and CFD identifiable clothing, they are representing the CFD and the City of Chaska to the public, even if not on duty. Accordingly, it is a firefighter's responsibility to protect and uphold the reputation of the City and of the CFD in his/her actions.

Driver's License

Members of the CFD are required to hold a valid State of Minnesota Class D driver's license. Firefighters must notify the Fire Chief of any suspensions, revocations, and/or actions taken that would affect the firefighter's ability to maintain licensure or insurability. Loss of driving privileges will be handled at the discretion of the Fire Chief.

Equipment

City equipment is for business use only. City equipment should not be removed from city property for personal use, with the following exceptions. CFD banquet tables and designated chairs are available to be “checked out” for personal use by CFD active or retired members. The member must record what he/she is taking and dates for use on the white board located on the storage room door.

Employees are expected to treat City equipment in a manner that will maintain the longevity of the equipment. Employees are also expected to leave equipment in good working order for other staff members. Any problems with City equipment should be reported to the firefighter’s reporting officer or the station captain immediately.

Expenses/Purchases/Travel

Firefighters are allowed to claim reimbursement of expenses (e.g. lodging, meals, and transportation) only when those expenses are:

- Incurred in the course of conducting City business or attending approved conferences or training at off-site locations
- Reasonable and necessary
- Supported by receipts (itemized)
- Approved by the Fire Chief

The firefighter must pay expenses incurred by a spouse who is attending a conference with the member.

Purchases

Certain members may be required to purchase supplies, material, equipment, or services for City business. Firefighters must be authorized by the Fire chief in order to make purchases and must follow the current purchasing procedures established by the City of Chaska. Questions related to purchasing should be directed to the Fire Chief.

Travel

All travel outside of routine city business must be approved in advance by the Fire Chief. Firefighters are allowed to claim reimbursement for travel related expenses, such as lodging, meals, transportation, and/or mileage. The CFD expects firefighters traveling on official business to exercise the same care in incurring reimbursable expenses that a prudent person would exercise if traveling on personal business and expending personal funds.

For any additional questions regarding travel expenses please refer to the City of Chaska Handbook.

Media Relations

The City of Chaska strives to provide the public with accurate and timely information, communicated in a professional manner and in accordance with the laws regarding public information and data practices.

The Fire Chief or Command Staff will handle requests for media interviews or information. If the Fire Chief or Command Staff is unavailable the next highest-ranking officer will direct the media member to contact the fire station during normal business hours.

The Incident Commander must be notified when a reporter or camera crew is on a Chaska Fire incident scene. Firefighters should direct any member of the media to the Fire Chief or Command Staff. At no time should firefighters make statements to the media while representing the CFD including “No comment.”

Personal Areas

Personal areas such as offices, lockers, work stations and City vehicles are the property of the City. As such, the City has the right to enter or inspect them without a member’s consent.

Property Damage

Any firefighter who damages City property or discovers damage to City property must immediately report it to his/her reporting officer. See the City of Chaska Handbook for additional policy guidance.

Safety & Security

The safety of CFD members is of utmost importance. All members have a responsibility to help maintain the safety and security of co-workers, customers, facilities and property. Firefighters should immediately contact their reporting officer or the police if they observe anything that poses a threat to the safety or security of members, customers, facilities or property.

It is the responsibility of each member to:

- Understand and follow all rules and safety standards.
- Know the safe and proper use of any tool, piece of equipment or vehicle before it is used.
- Operate all tools, equipment and vehicles in a safe manner.
- Comply with state law and wear seat belts whenever driving or riding in City vehicles or personal vehicles while performing City business.

Firefighters must report all accidents and injuries to their reporting officer immediately, no matter how small or insignificant the injury appears to be. Failure to make timely reports may jeopardize workers’ compensation benefits. Firefighters should be vigilant in looking for any potential hazardous conditions or unsafe practices and immediately report these conditions to

their reporting officer. For additional details regarding workers' compensation please see the City of Chaska Handbook.

Weapons

Possession or use of dangerous weapons, including handguns and firearms, by any member of CFD is prohibited on City property, in City Vehicles, while driving or riding as a passenger in a personal vehicle on City business, working off-site on behalf of the city, and attending training or conferences on behalf of the City.

Exceptions to this policy are as follows:

- Firefighters may possess firearms in city owned parking areas if the firefighter holds a valid permit (providing one is required) and if the firearm is secured within an attended personal vehicle or concealed from view within a locked, unattended personal vehicle while the member is working on City property. However, firearms may **not** be carried by the member during the course of City business or in the member's personal vehicle while it is being used in the course of City business
- This policy does not apply to a firefighter who is showing or transferring the weapon or firearm to law enforcement officers as part of an investigation.

CFD firefighters should not allow members of the public who are carrying weapons into any area of the fire station or any other City building.

The following are instances when firefighters should contact the Chaska Police Department by immediately calling 9-1-1:

- An individual uses or displays a handgun in a manner that would cause a reasonable person to feel threatened (for example, the individual recklessly handling a handgun or pointing the gun at someone).

Tobacco

The use of any tobacco product is prohibited in all CFD apparatuses, fire station, City facilities, or on City property except in outdoor areas where authorized. The use of any tobacco product during any fire incident, while on any scene, while working a duty crew shift, or during any training operation is strictly prohibited. Contact Fire Chief for designated tobacco use locations and for location etiquette.

Vehicles

Use of City-owned vehicles is restricted to City business and incidental uses which occur in the course of City business. No member may operate a City-owned vehicle without a valid State of Minnesota Class D driver's license. Firefighters are expected to obey all traffic laws and operate the vehicle in a manner that reduces the likelihood of damage to the vehicle or injury to self or

others. Firefighters may not allow a City vehicle to be operated by non-employees unless authorized by a member of the CFD Command Staff. Firefighters are also not allowed to carry passengers unless authorized by a member of the CFD Command Staff. If authorized, passengers are required to be seat belted at all times and adhere to all laws and City policies.

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
03/18/2019**

Subject: Hazel View Senior Cooperative – Concept Plan

Applicant: Lake West Development, LLC

Location: Southeast corner of Hundertmark Road and Pioneer Trail

Case No.: P.C. No. 2019-04

Synopsis: The applicant is requesting approval of the Concept Plan for a new Senior Housing Cooperative

Prepared By: Elizabeth Hanson

Staff Recommendation: Adopt Resolution approving the request

BACKGROUND

In May and July of 2000, the Pioneer Pointe development was fully approved. This development is directly south of the subject property (also known as the former Fred Molnau parcel) being looked at tonight. During the 2000 Pioneer Pointe approvals Fred Molnau's 2.7-acre property was referenced. Mr. Molnau decided to hold off on developing his parcel with Pioneer Pointe as his desires were to rezone the parcel to Commercial. At that time staff indicated that they are not in support of such rezoning and that the parcel should remain residential based on its size, configuration, and the City's Comprehensive Plan that guides it to be residential.

Goals

Provide Senior Housing Alternative:

This project provides a Senior Housing Cooperative which allows seniors with a unique ownership opportunity unlike apartment or condo rental or full condo ownership. A cooperative is a housing development, which members buy in and own an equal share of the cooperative corporation; which owns the building, land and common areas. Members pay a monthly fee, based on the size of their unit, to cover the shared costs of the cooperative's monthly operating expenses.

Preservation of open space and selective trees:

The project as proposed will provide a tremendous amount of open space on the 2.7 acre parcel. With the building footprint at approximately 17,000 square feet and a parking area of approximately 14,100 square feet, the project will have nearly 74% green space and impervious area. Furthermore, select stands of existing trees will be preserved on the west half of the site and all of the trees on the east half of the site will be preserved.

Active Senior Lifestyle:

The location of the project with adjacencies to local shopping, trails, and schools will allow an active lifestyle for seniors. See Context Map showing adjacent uses and amenities.

Sense of Community:

Senior coops provide numerous common areas and activities that provide a sense of belonging and community to all of the residents.

ZONING & COMPREHENSIVE PLAN

Currently, the site is zoned Open (O), which is a holding zone until it is redeveloped to a more appropriate zoning district. The Comprehensive Plan guides this parcel to be Medium Density Residential. The use that is being proposed is consistent with this guidance.

EXISTING CONDITIONS

The site is located on the southeast corner of Hundertmark Road and Pioneer Trail. It is a 2.7 acre triangular parcel with a scattering of significant trees. The site is currently vacant, and was a remnant of the Pioneer Pointe development. There are two bituminous public trails on the property; one on the northern portion of the site that runs parallel with Pioneer Trail, and one on the west side that runs parallel with Hundertmark Road. There also exists a drainage swale that runs north-south that splits the property in half.

CURRENT REQUEST

The applicant, Lake West Development, LLC, is requesting Concept Plan approval for the construction of a senior housing cooperative totaling 37 units and 4-stories in height. This housing will be targeted for seniors 62 years and older. According to the applicant the average age that buys their senior Cooperative unit is 74 years old.

Adjacent properties

The new building's site is bounded on the south by the residential development Pioneer Pointe; the north by Pioneer Trail and a City trail; the east by Pioneer Trail; and the west by Hundertmark Road and a City trail.

Site Layout

The 4-story senior housing building and parking is situated mainly on the western side of the site, due in part to the narrow shape of the site and the fact that the eastern end has very little buildable room; as stated before 74% of the land will be untouched by the building. One access point is proposed on the west edge of the site to connect into Hundertmark Road. This ingress/egress will provide access to the surface parking lot as well as the underground parking lot proposed. The parking lot is proposed on the southern portion of the site with the building just north of that. An outdoor recreational area is situated on the eastern portion of the site.

The applicant has stated that several layouts were reviewed for the placement of the building and parking area. As the access from Hundertmark Road will be the only access and its location limited to the southern-most point of the property, it only made sense to place the parking lot on the south side with the building just north of that. Another reason was to provide more separation between the senior building and the townhomes

to the south. The applicant wanted to provide separation since the townhome buildings and senior building will be varying heights and scales.

Overall, staff is generally favorable of the site layout. There are not many options for this site and the applicant has made decisions that seem to make the most sense. Providing more of a separation between the senior building and townhome buildings to the south seems most appropriate as they will be varying in scale. The building will be the main focus on the intersection of Hundertmark Road and Pioneer Trail rather than the parking lot, which staff is favorable of. It will be important, however, that there is an adequate buffer and screen between the parking lot and residential to the south.

Building Design

The building is a subtle u-shape in footprint and will be four-stories tall; 17,000 square feet building footprint (approximately 68,000 total square feet). The footprint is meant to provide interest and form to the site while allowing sight lines to be open near the intersection of Hundertmark Road and Pioneer Trail. The units inside the building will be approximately 1,000-1,500 square feet in size, 1-2 bedrooms, and range from \$110,000-\$160,000 in price.

The proposed building will be constructed with lap and shake siding, brick, glass, and have a pitched roof. The City of Chaska has certain building design and material requirements for multi-family residential buildings. A portion of it is stated as follows:

"Multi-family buildings shall use at least three (3) Class I materials and shall be composed of at least eighty (80) percent Class I materials, and no more than five (5) percent Class III materials"

The applicant will have to show in their preliminary submittal how they will meet this requirement. An item of note is the brick to be used. In order to be classified as a Class I material, the brick needs to be a full modular face brick.

The applicant has provided a couple renderings/drawings of the building. The building's exterior appearance appears to show a well-balanced application of materials and depth. Given that this building will have high visibility on all of its sides, staff would advise that 360 degree architecture is achieved throughout the building. In addition to that, the building will have to show how it fits into the context of Chaska.

Another point that staff would like to point out is the roof profile. This building is proposed to be 4-stories tall, which already is taller than the adjacent townhomes. An option to look into is a flat roof, like the one at Lake Jonathan Flats. Not only will this shave off some height on the building but it will also provide opportunities for rooftop amenities. Staff would advise the applicant to look into this more. If this is explored, staff would advise that the building still provide visual interest on the roofline by way of varying roof lines and parapet detailing.

Setbacks

The required setbacks for the site are as follows:

BUILDING SETBACKS	
Direction	Setback
Hundertmark Road	100 feet from centerline
Pioneer Trail	125 feet from centerline
South Property Line	20 feet
PARKING SETBACKS	
Direction	Setback
ROW	10 feet
South Property Line	10 feet

The Pioneer Trail setback will have to be discussed more in depth. The applicant is asking for a reduction in the Pioneer Trail setback so that there is more usable space on the property. The property is tight to begin with because of its shape. In essence, half of the property is unbuildable with setbacks applied. The applicant's request to reduce the Pioneer Trail setback is reasonable given the fact that they are not connecting into the Pioneer Pointe property to the south. Because of this there is additional setback from the south as was originally intended. Staff's main concern with the reduction is the safety component and whether there will be adequate sight lines at the corner of Hundertmark Road and Pioneer Trail. Because of the placement and shape of the building, the site does not appear to pose a sight line concern.

Parking/Access/Circulation/Traffic

50 parking spaces are proposed as a part of this project. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the conceptual uses.

Uses	Approx. Size	Code Req.	Est. Parking Req.
Multi-Family Res. - Senior	37 dwelling units	1ps/2 dwelling units	19 parking spaces
		REQUIRED	19 parking spaces
		PROVIDED	50 parking spaces

According to this table the applicant is meeting the required amount of parking spaces needed for the proposed use of the site. The parking lot is situated on the south side of the site facing Pioneer Pointe to the south. Because of this staff would advise that significant landscaping be provided between the parking lot and southern property line to help screen.

The access into the site will be from one ingress/egress on Hundertmark Road. The access is shown on the southern-most portion of the site in attempts to line up with the access into SuperTarget. The access point is recommended to be on the southern-most portion of the site to provide sufficient distance from the Hundertmark/Pioneer Trl intersection.

Access into the site will then provide access to the surface parking lot and the underground parking lot. The underground parking lot is showing two ingress/egress points on the west and east sides of the building. Staff would advise that the westerly access be removed for the purpose of preserving more trees on the west side of the site. The applicant has indicated that the purpose for two accesses is because the underground parking lot is a one-way function with angled parking. This set up has proven quite convenient for the residents, giving them more space to pull in and out of the parking lot. Staff will continue to work with the applicant to come up with a workable solution.

It should be noted that when the Pioneer Pointe development went in the three driveways on its northern edge were stubbed off for the purpose of connecting into the site to north of it (this subject site) when it decided to develop. However, it should be noted that this was done so that the same type of development (Townhomes) could extend onto this site. That is not the case with this proposal. With that said, the HOA of Pioneer Pointe have denied the ability to connect to their site as they do not want the additional traffic added to their development. An access point off of Pioneer Trail was also explored, however, Carver County has also denied the opportunity of gaining access on their road. Because of this the applicant has proposed to gain access off of Hundertmark Road.

The applicant is stating that traffic generation for senior housing (5-6 trips per day) is much less than that of standard single-family housing (8-10 trips per day). Additionally, the typical hours of trips are not at the same time as single-family housing. With the proposed 37 units, the minor additional trip generation appears that it can be handled by the capacity of Hundertmark Road. Staff will require a traffic study to be completed to evaluate the proposed changes and to ensure the access onto Hundertmark Road is safe and non-disruptive to the intersection.

Pedestrian Connections

The site currently has two public trails that transcend through the site; one on the west side that runs parallel with Hundertmark Road; one on the north side that runs parallel with Pioneer Trail. The applicant is showing in their concept plan connections to both of these trails from the site.

The applicant is showing the re-alignment of the public trail on the north side of the site. Currently the trail meanders through the site. This was done intentionally to help preserve trees on site. Staff has looked into this more and have determined that this is an acceptable re-alignment. There is currently a drainage issue in this area that will ultimately have to be fixed with this project. Because of this the trees will be disrupted regardless. Having the trail closer to the road, while still providing an adequate buffer, is the most ideal option from a City perspective. Additionally, the trees that are to be disrupted are mainly cottonwoods and box elders, which are not necessarily the most desirable in saving.

Tree Preservation & Landscaping

Tree Preservation will be important on this site. There are significant clusters of trees that exist. The applicant has provided a tree survey to indicate where these trees are located. A majority are located on the western half of the site where the building and

parking lot are going. Other clusters exist on the eastern half, which are proposed to be preserved. There is also a cluster of trees on the western-most side of the site that are proposed to be preserved as well. There is a cluster on the north side of the site that are shown to be effected by the proposed re-alignment of the public trail. As iterated before, this re-alignment is acceptable by staff given the trees to be effected are not considered desirable. It should be noted that there is sizable oak tree (33" caliper) just south of the existing trail which should be looked at the potential of preserving. In addition, as noted above, the westerly ingress/egress point to the underground parking should be removed for the purpose of saving more trees on the westerly side of the site.

Saving the trees where the building and parking lot are going will be rather difficult since their options for site layouts are fairly limited. With that in mind, staff would suggest to preserve the areas to the greatest extent possible on the west, north and east sides. Staff has marked up the tree survey in red to show what areas to preserve. This is shown below:



The table below indicates the landscaping requirements for this site:

LANDSCAPING REQUIREMENTS & PROPOSED		
	Required	Proposed
Overstory Trees	213 caliper inches (68 trees)	unknown
Understory Trees	17	unknown
Shrubs	227	unknown

The applicant will have to show in their preliminary submittal how they meet these requirements. If tree preservation is accomplished then some existing trees can count towards the overstory caliper requirement.

Staff would like to point out that the south end of the site will need to provide sufficient screening from the parking lot and driveway into the underground parking; preferably coniferous, to help provide screening between this site and the residential property to the south.

The outdoor recreational area shall also be looked at for landscaping provisions. Specifically, show how the landscaping can beautify the space and make it a place for residents to want to come to.

Usable Open Space

The project proposes to install walkways to the outdoor recreational area shown on the eastern portion of the site. There will be a passive walking area with benches that will connect into the existing trail on Pioneer Trail.

Multi-Family residential building sites are required to provide sufficient, usable open space, which is defined as defined as "a portion of a lot which provides the purpose for outdoor recreation, scenic amenity, and/or shared exterior space for people to gather and use". A minimum of 15% of the gross site area shall be shared open area; the minimum dimensions for such open spaces shall be 75 feet in length and 75 in depth. The applicant will have to show in their preliminary submittal how they meet this requirement.

The area on the east side of the site poses as a beneficial outdoor amenity opportunity. Staff would advise that the usable open space component should be unique and a place where residents want to be and make use of. There are ways to provide more uniqueness and usability to the site. One additional way is to look into the incorporation of rooftop amenities, like what was done at Lake Jonathan Flats. Patios, vistas, seating, firepits, grills, or components of the like that provide a plethora of usability are encouraged. The amenities should also make sense for the demographic that will be occupying this building. We will be looking to the applicant to understand the variety of amenities that will be provided inside and outside.

Lighting

Any lighting proposed for this plan should be fully screened and face downward. The applicant will have to show in their preliminary submittal the photometrics and specs for all lighting proposed. Included in that shall be a detail of the front canopies and the lighting within it. Lighting and fixtures need to be flush within the canopy.

Utilities

Water and sewer are available to serve this site.

Stormwater

The applicant will work with the City to determine the drainage necessities for the site. The applicant has stated in order to preserve more open area and trees, they will be proposing an underground stormwater retention system.

Neighborhood Meeting June 9, 2018

A Neighborhood Meeting was held with the Pioneer Pointe HOA on June 9, 2018 to discuss a previous concept plan, which at that time involved a daycare use. At that time, the applicant had shown access to the site through two of the access points through the HOA described in the Traffic section above. The overall consensus from those in attendance was that they did not support access through their development. This was taken into account as we are now showing access to the project from Hundertmark Road.

CONCLUSION

The development, with modifications required by the City, will be a positive addition to the community.

PLANNING COMMISSION ACTION TAKEN 3/13/19:

Motion to recommend approval to the City Council of the Concept Plan for Hazel View Senior Cooperative, subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Narrative (pgs 1-6), submitted by Lake West Development, LLC, and dated February 27, 2019.
 - b. Exterior Elevations (pgs 4.1 and 4.2), submitted by JSSH Architects, Inc., dated September 6, 2018.
 - c. Existing Conditions Plan, submitted by Premier Land Surveying, LLC, dated May 23, 2018
 - d. Concept Sketch Plan, submitted by Lake West Development, LLC, dated February 27, 2019
 - e. Context Map/Site Influences, submitted by Lake West Development, LLC, dated February 27, 2019
2. Coordination with the City Engineer with regard to utilities, grading and drainage.
3. Installation of all site lighting at a 0 degree angle with the light source fully concealed at the property line.
4. Provision of photometrics and specs for all exterior lighting proposed, including any canopy lighting.
5. Provision that canopy lighting is flush with the canopy.
6. Provision that all facades provide 360 degree architecture.
7. Provision to further explore a flat roof profile for the purpose of shorter height and rooftop amenities.
8. Provision of usable open space that provides a unique area(s) with usable amenities.
9. Provision of a detailed summary of indoor and outdoor amenities of the site to be provided at the preliminary submittal.
10. Provision of Usable Open Space to be provided on site that is compliant with Section 9.11.4.1.1.
11. Provision of a summary on trash storage/pick-up to be submitted at preliminary.
12. Utilization of modular face brick and natural stone as a Class I material.
13. No exterior storage will be permitted.
14. Provision of hydrant placement needs to accommodate City standards for hydrant placement and fire code standards.
15. Provision of a direct pedestrian connections to the public trails running along Hundertmark Road and Pioneer Trail.

16. Removal of the westerly underground parking access for the purpose of preserving more trees on the west side of the site.
17. Provision to submit Utility and Site Plan As-Builts at the time a building permit is issued.
18. Provision of sufficient landscape screening to be achieved between the parking lot, easterly driveway access and southern lot line.
19. Provision of a tree preservation plan that optimizes tree preservation for the site, and is consistent with staff's marked up exhibit in the body of this report.
20. Any and all building signage shall be submitted separately, meet the sign ordinance, and shall obtain sign permits prior to installation.
21. Provision of a storm water management plan meeting City and Carver County WMO standards.
22. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
23. Provision that all mechanical equipment will be fully screened from view.
24. Compliance with section 9.11 Building Design/Materials and Site Design.
25. Adherence with the Engineers Memo dated March 7, 2019.
26. Provision to provide Carver County's follow up on access restrictions for Pioneer Trail.
27. Provision of a traffic study to be completed for preliminary submittal.

CITY COUNCIL ACTION REQUESTED

Adopt Resolution No. 2019-23 approving the Concept Plan for Hazel View Senior Cooperative (PC #2019-04).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 03/18/2019 **RESOLUTION NO.** 2019-23

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

Resolution approving the Concept Plan for Hazel View Senior Cooperative/Lake West Development, LLC/P.C. No. 2019-04

WHEREAS, the applicant, Lake West Development, LLC, is requesting Concept Plan approval for the construction of a senior housing cooperative totaling 37 units and 4-stories in height; and

WHEREAS, this housing will be targeted for seniors 62 years and older; and

WHEREAS, the 4-story senior housing building and parking is situated mainly on the western side of the site, due in part to the narrow shape of the site and the fact that the eastern end has very little buildable room; 74% of the land will be untouched by the building; and

WHEREAS, one access point is proposed on the west edge of the site to connect into Hundertmark Road; and

WHEREAS, this ingress/egress will provide access to the surface parking lot as well as the underground parking lot proposed; and

WHEREAS, the parking lot is proposed on the southern portion of the site with the building just north of that; and

WHEREAS, an outdoor recreational area is situated on the eastern portion of the site; and

WHEREAS, the building is a subtle u-shape in footprint and will be four-stories tall; 17,000 square feet building footprint (approximately 68,000 total square feet); and

WHEREAS, the units inside the building will be approximately 1,000-1,500 square feet in size, 1-2 bedrooms, and range from \$110,000-\$160,000 in price; and

WHEREAS, the proposed building will be constructed with lap and shake siding, brick, glass, and have a pitched roof; and

WHEREAS, in order to be classified as a Class I material, the brick needs to be a full modular face brick; and

WHEREAS, an option to look into is a flat roof, like the one at Lake Jonathan Flats; and

WHEREAS, not only will this shave off some height on the building but it will also provide opportunities for rooftop amenities; and

WHEREAS, the applicant is asking for a reduction in the Pioneer Trail setback from 125 feet to 100 feet so that there is more usable space on the property; and

WHEREAS, in essence, half of the property is unbuildable with setbacks applied; and

WHEREAS, 50 parking spaces are proposed as a part of this project; and

WHEREAS, the underground parking lot is showing two ingress/egress points on the west and east sides of the building; and

WHEREAS, staff would advise that the westerly access be removed for the purpose of preserving more trees on the west side of the site; and

WHEREAS, the applicant has indicated that the purpose for two accesses is because the underground parking lot is a one-way function with angled parking; and

WHEREAS, this set up has proven quite convenient for the residents, giving them more space to pull in and out of the parking lot; and

WHEREAS, staff will continue to work with the applicant to come up with a workable solution; and

WHEREAS, staff will require a traffic study to be completed to evaluate the proposed changes and to ensure the access onto Hundertmark Road is safe and non-disruptive to the intersection; and

WHEREAS, the applicant is showing the re-alignment of the public trail on the north side of the site; and

WHEREAS, staff would suggest to preserve the areas to the greatest extent possible on the west, north and east sides; and

WHEREAS, staff has marked up the tree survey in red within the staff report to show what areas to preserve; and

WHEREAS, staff would like to point out that the south end of the site will need to provide sufficient screening from the parking lot and driveway into the underground parking; preferably coniferous, to help provide screening between this site and the residential property to the south; and

WHEREAS, the outdoor recreational area shall also be looked at for landscaping provisions. Specifically, show how the landscaping can beautify the space and make it a place for residents to want to come to; and

WHEREAS, multi-family residential building sites are required to provide sufficient, usable open space, which is defined as defined as "a portion of a lot which provides the purpose for outdoor recreation, scenic amenity, and/or shared exterior space for people to gather and use"; and

WHEREAS, a minimum of 15% of the gross site area shall be shared open area; the minimum dimensions for such open spaces shall be 75 feet in length and 75 in depth; and

WHEREAS, patios, vistas, rooftop access, seating, firepits, grills, or components of the like that provide a plethora of usability are encouraged; and

WHEREAS, any lighting proposed for this plan should be fully screened and face downward; and

WHEREAS, on March 13, 2019 the Planning Commission recommended approval to the City Council of the Concept Plan for Hazel View Senior Cooperative (PC#2019-04); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Concept Plan for Hazel View Senior Cooperative (PC#2019-04), subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Narrative (pgs 1-6), submitted by Lake West Development, LLC, and dated February 27, 2019.
 - b. Exterior Elevations (pgs 4.1 and 4.2), submitted by JSSH Architects, Inc., dated September 6, 2018.
 - c. Existing Conditions Plan, submitted by Premier Land Surveying, LLC, dated May 23, 2018
 - d. Concept Sketch Plan, submitted by Lake West Development, LLC, dated February 27, 2019
 - e. Context Map/Site Influences, submitted by Lake West Development, LLC, dated February 27, 2019
2. Coordination with the City Engineer with regard to utilities, grading and drainage.
3. Installation of all site lighting at a 0 degree angle with the light source fully concealed at the property line.
4. Provision of photometrics and specs for all exterior lighting proposed, including any canopy lighting.
5. Provision that canopy lighting is flush with the canopy.
6. Provision that all facades provide 360 degree architecture.
7. Provision to further explore a flat roof profile for the purpose of shorter height and rooftop amenities.
8. Provision of usable open space that provides a unique area(s) with usable amenities.
9. Provision of a detailed summary of indoor and outdoor amenities of the site to be provided at the preliminary submittal.
10. Provision of Usable Open Space to be provided on site that is compliant with Section 9.11.4.1.1.
11. Provision of a summary on trash storage/pick-up to be submitted at preliminary.
12. Utilization of modular face brick and natural stone as a Class I material.
13. No exterior storage will be permitted.
14. Provision of hydrant placement needs to accommodate City standards for hydrant placement and fire code standards.
15. Provision of a direct pedestrian connections to the public trails running along Hundertmark Road and Pioneer Trail.
16. Removal of the westerly underground parking access for the purpose of preserving more trees on the west side of the site.
17. Provision to submit Utility and Site Plan As-Built at the time a building permit is issued.
18. Provision of sufficient landscape screening to be achieved between the parking lot, easterly driveway access and southern lot line.

19. Provision of a tree preservation plan that optimizes tree preservation for the site, and is consistent with staff's marked up exhibit in the body of this report.
20. Any and all building signage shall be submitted separately, meet the sign ordinance, and shall obtain sign permits prior to installation.
21. Provision of a storm water management plan meeting City and Carver County WMO standards.
22. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
23. Provision that all mechanical equipment will be fully screened from view.
24. Compliance with section 9.11 Building Design/Materials and Site Design.
25. Adherence with the Engineers Memo dated March 7, 2019.
26. Provision to provide Carver County's follow up on access restrictions for Pioneer Trail.
27. Provision of a traffic study to be completed for preliminary submittal.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of March, 2019.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk



City of Chaska Memorandum

To: Planning Commission
From: Matt Clark, City Engineer
Date: March 7, 2019
Subject: Hazel View

The original concept plan for Pioneer Pointe development considered this property being accessed through the neighborhood. This layout and proposed senior housing is a change from what was planned and although senior living is traditionally a low traffic generator, staff would recommend a traffic study be completed that evaluates the proposed changes. The key items are to verify there are no impacts to main line traffic on Hundertmark Road for both current and future traffic volumes and access location minimizes traffic conflicts. Staff also recommends providing a more detailed follow up with access restrictions onto Pioneer Trail.

Gravity sanitary sewer and water main pipe stubs exist to serve the proposed property that were installed with the Pioneer Pointe Development. The locations are near the end of the stub street in the NW corner of Wilderness Drive. Stormwater is proposed as being served by underground storage system and will need to be designed to meet City and County standards.

LAKE WEST

DEVELOPMENT, LLC

Concept Review – Narrative

Hazel View Cooperative

Pioneer Trail and Hundertmark Road, Chaska, MN 55318
PID: 300280330



HAZEL VIEW
COOPERATIVE

February 27, 2019 Re-Submittal

Overview

Lake West Development, LLC requests Concept Review for the 2.71 Acre parcel located at the southeast intersection of Pioneer Trail and Hundertmark Road in Chaska, MN. The proposal is to construct a 4 story, 37 unit Senior Housing Cooperative with underground parking as shown in the attached site plan and architectural elevations.

Perry Ryan, PE – Vice President
Lake West Development, LLC
Office: 952-653-1359



A. Contact Information

Owner of Record	Lake West Development, LLC 14525 Highway 7, Suite 265 Minnetonka, MN 55345
Applicant	Perry Ryan, PE , Vice President Lake West Development, LLC, 14525 Highway 7, Suite 265 Minnetonka, MN 55345 Phone 952-653-1359

B. Site Data

Address	Southeast corner of Pioneer Trail and Hundertmark Road Chaska, MN 55318
Zoning	PDD Planned Development District (Existing) PDD Planned Development District (Proposed)
Parcel Size	2.71 +/- acres
PID	300280330
Description	That part of the SE 1/4 of the NW 1/4, Section 28, Township 116, Range 23 lying southerly of the centerline of Pioneer Trail and easterly of Hundertmark Road, Carver County, Minnesota.

C. Existing Conditions

The Site is currently vacant property which was a remnant of the Pioneer Pointe Townhomes developed by Pulte Homes in 2000. The parcel is a long, narrow triangular site with scattered open areas and trees as shown on the existing conditions / tree inventory survey. There is an existing bituminous trail which runs parallel to Pioneer Trail that meanders into the property as well as a bituminous trail parallel to Hundertmark Road on the property. There is also a drainage way which runs through the property with the drainage flowing southerly towards the Pioneer Pointe development.

There are currently 3 access points from the 3 northerly private roadway stubs within the townhome development to the south. A concept plan which was part of the Pioneer Pointe Townhomes depicted a continuation of the 3 access points from the association and construction of 16 additional townhomes on the Site area.



D. Project Goals / Guiding Principles

Provide Senior Housing Alternative:

This project provides a Senior Housing Cooperative which allows seniors with a unique ownership opportunity unlike apartment or condo rental or full condo ownership. See details of Senior Housing Cooperative more fully described in detail in Section E.

Preservation of open space and selective trees: The project as proposed will provide a tremendous amount of open space on the 2.7 acre parcel. With the building footprint at approximately 17,000 square feet and a parking area of approximately 14,100 square feet, the project will have nearly 74% green space and impervious area. Furthermore, select stands of existing trees will be preserved on the west half of the site and all of the trees on the east half of the site will be preserved.

Active Senior Lifestyle: The location of the project with adjacencies to local shopping, trails, and schools will allow an active lifestyle for seniors. See Context Map showing adjacent uses and amenities.

Sense of Community:

As described in Section E below, senior coops provide numerous common areas and activities that provide a sense of belonging and community to all of the residents.

E. Description of the Project

The Project proposes to construct a 4 story, 37 unit Senior Housing Cooperative with underground parking. Architectural components of the building include a combination of lap and shake siding with brick accents as shown on the plans and color perspective.

Senior Housing Cooperative:

A senior housing cooperative is a housing development in which members (62+) buy in and own an equal share of the cooperative corporation; which owns the building, land and common areas. Members pay a monthly fee, based on the size of their unit, to cover the shared costs of the cooperative's monthly operating expenses.

Cooperatives operate through a member-elected board of directors. The board of directors govern policy, form committees and is responsible for decision making on behalf of the cooperative community. Professional management provides on-site staff, human resource management, accounting services and oversight of day-to-day operations.

Cooperatives bring back the spirit of community and sociability with numerous common areas throughout the building. The participatory nature of a cooperative enhances the lives of its members and contributes to healthier living. While members can enjoy the



privacy of their individual home, there are also many opportunities for social involvement.

Site Access / Traffic Impacts:

As described in the Existing Conditions, the site has access via private roadway stubs within the Pioneer Pointe Townhome Association. The project, however, proposes to construct a new access point from Hundertmark Road as shown. We have met with city officials and this concept is supported. The team did explore access to Pioneer Trail and this was not supported by the Carver County Engineering staff. Traffic generation for senior housing (5-6 trips per day) is much less than that of standard single family housing (8-10 trips per day). Additionally, the typical hours of trips is not at the same time as single family housing. With the proposed 37 units, the minor additional trip generation can be easily handled by the capacity of Hundertmark Road.

Trees:

The site currently has a variety of deciduous trees scattered throughout the site. As construction of the structure is proposed to be entirely on the westerly half of the site, we are able to preserve all of the viable trees on the eastern half of the site. We are also believe that we will be able to preserve some of the trees near the entrance to the project as well as along Pioneer Trail as depicted on the Site Plan. The delineation and condition report for the existing trees was provided by Soil Investigation & Design, Inc. along with services from Paul Brandt, Certified Arborist. We will continue to work with Mr. Brandt on site layout and construction plans to preserve select trees on site.

Stormwater Management:

In order to preserve open area and trees on the site, we will propose an underground stormwater retention system, likely under the proposed parking lot which will be designed to meet state and local regulations.

Outdoor Recreational Area: The project proposes to install walkways to the recreational area shown on the east side of the site. This area will be a passive walkway area with benches and also connect to the existing trail located along Pioneer Trail.

Building Placement / Location: Several layouts were reviewed for the placement of the building and parking area. As the access is from Hundertmark, it was only logical to place the building and parking on the west side of the property. Also, with the east side of the property narrowing due to its triangular shape, there was not sufficient space for both the building and parking lot on the east. Flexibility in the setback to Pioneer Trail has been discussed with staff as a means to provide additional tree preservation to stand of trees near Pioneer Trail as well as allowing the disturbed area to be maintained in a smaller overall area, in this case, disturbing only the west half of the property. We believe that with this placement and preserving the entire east half of the property along with maintaining nearly 74% impervious / green area, it will fit in well with the existing area.

F. Connectivity

Vehicular access will be directly to Hundertmark Road as shown. The project will also make a slight modification to the bituminous trail along Pioneer Trail to align more directly with the right of way. Both trails along Pioneer Trail and Hundertmark Road will allow for pedestrian traffic to circulate and give direct access to the multiple amenities as depicted on the Context Map. These amenities include the High School to the east, banking, shopping, groceries, home improvement stores, coffee shops and many others to the north and west, just to name a few.

G. Compliance with Chaska Mission Statement

Chaska Mission Statement: to be the “Best Small Town in Minnesota”

Definitely not a “throw-away” statement. With the primary mission of the City of Chaska being to enhance and maintain the high quality of life of its “shareholders”, the citizens of Chaska, this project truly integrates that mission.

This project provides a balanced residential component that any community needs for true full life-cycle housing. As mentioned above and worth repeating, Cooperatives bring back the spirit of community and sociability with numerous common areas throughout the building. The participatory nature of a cooperative enhances the lives of its members and contributes to healthier living. While members can enjoy the privacy of their individual home, there are also many opportunities for social involvement.

Hazel View Cooperative promises to be a great asset to the Best Small Town in Minnesota!

H. Chaska Core Strategy Reinforcement

Chaska's Mission Statement is further enhanced by 5 Core Strategies. Below are several ways we believe this project meets those strategies:

Chaska's High Quality of Life is Enhanced – This project provides a low impact development on the 2.7 acre site by maintaining the majority of the site in its natural state providing open spaces and environmental preservation. This will allow the residents to enjoy these open spaces as well as the general public; both automobile traffic as well as pedestrian.

Well Planned and Orderly Community Development is a Priority – This new development will have a positive impact to the community in providing much needed senior housing options. The project sits adjacent to an existing townhome development and therefore consistent with the land use contemplated for the area. The infrastructure is already in place, thus allowing a cost-effective development for the City and its shareholders.

A Sense of Community and Small Town Values are Maintained – This project will certainly provide an emphasis on family, neighborhood and integration. It integrates along with townhome development to the south, as well as single family development to the west. As mentioned above, the Chaska High School is within walking distance to the east. The High School also supports many public activities as well as a local meeting space for local church services. This will allow active participation in civic, religious and other volunteer activities given its proximity to these amenities.

Commitment To Excellence – We believe that Hazel View Cooperative will bolster this commitment. Our development team has an excellent track record in providing high quality developments in other smaller Minnesota towns with similar visions of excellence that the City of Chaska possesses.

I. Neighborhood Meeting

A Neighborhood Meeting was held with the Pioneer Pointe HOA on June 9, 2018 to discuss a previous concept plan. At that time, we had shown access to the site through two of the access points through the HOA described in Section C above. The overall consensus from those in attendance was that they did not support access through their development. This was taken into account as we are now showing access to the project from Hundertmark Road.

CONTEXT MAP / SITE INFLUENCES

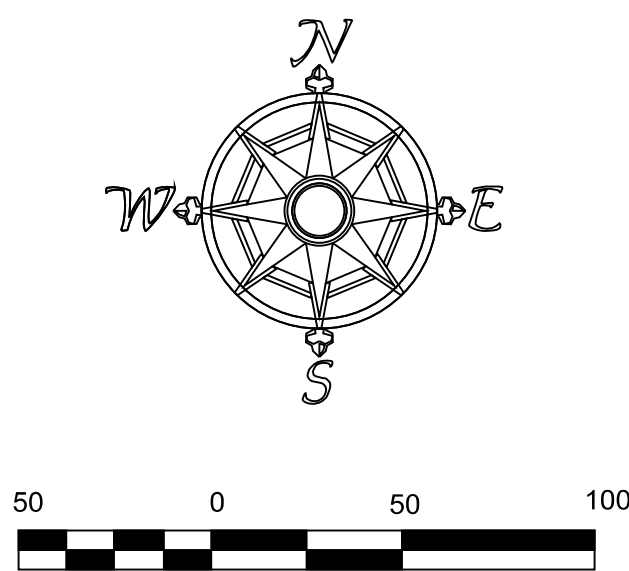
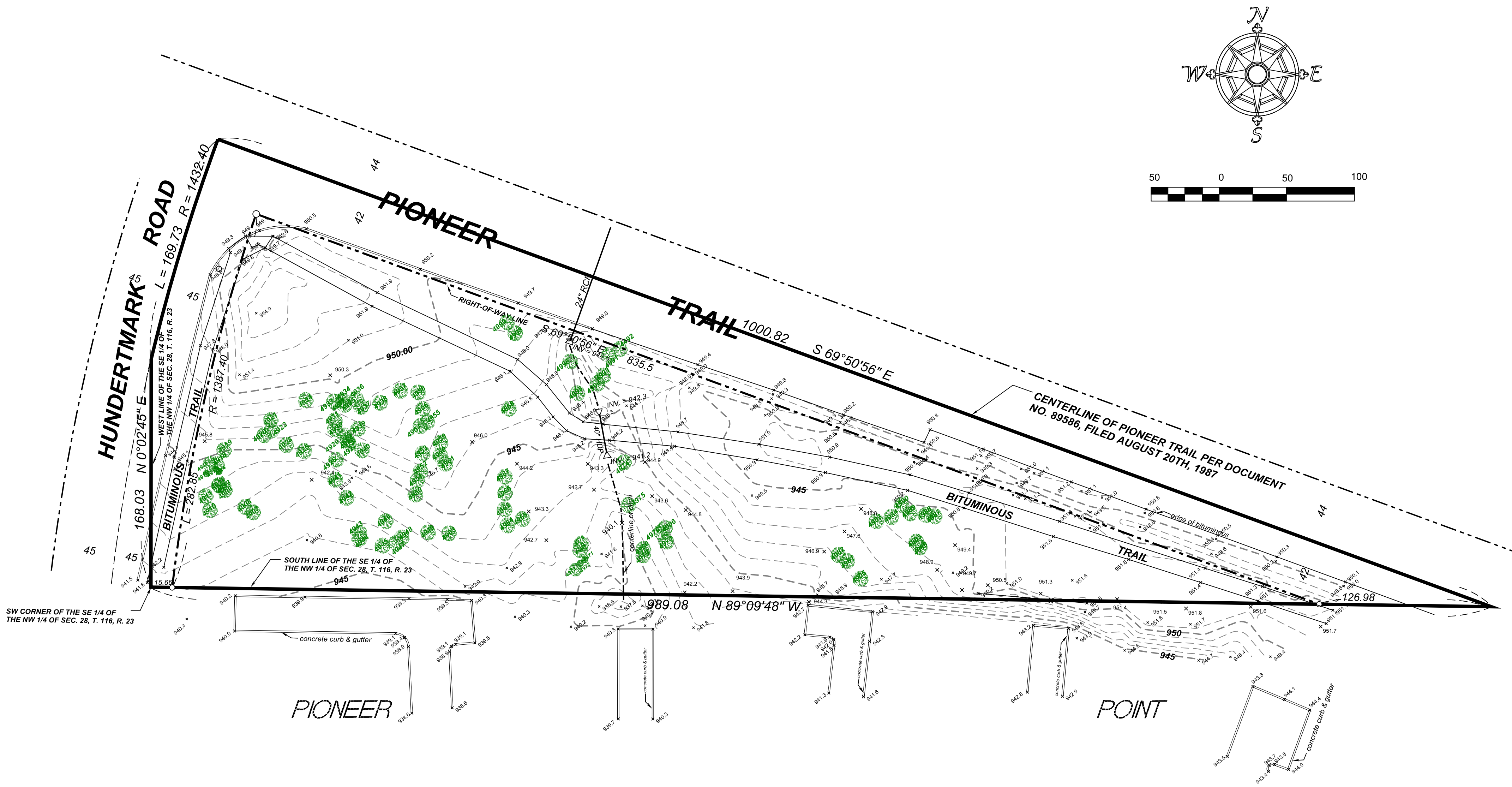


LEGEND

- VIEWSHEDS (OPEN FIELDS & GOLF COURSE)
- VIEWSHEDS (TOWARDS SITE)
- SITE ACCESS
- TRAIL CONNECTIONS
- EXISTING TRAILS

Topographic and Tree Inventory Survey

~ for ~ Lake West Development, LLC



Species List	ID	DBH	Condition	Notes
Bur oak	4999	7	8	
Hackberry	4998	7	6	
Bur oak	4996	8	5	
Eastern cottonwood	4995	25	7	
Eastern cottonwood	4994	23	7	
Box elder	4993	7	5	
Box elder	4992	10	5	
Box elder	4991	10	5	
Box elder	4990	7	5	
Hackberry	4989	11	6	
American elm	4988	23	2	Dangerous tree should be removed
Bur oak	4987	7	4	
Box elder	4986	15	3	Dangerous tree should be removed
Box elder	4985	18	2	Dangerous tree should be removed
Bur oak	4984	6	6	
Bur oak	4983	8	6	
White oak	4982	8	1	
American elm	4981	40	5	Dangerous tree should be removed
American elm	4980	10	5	
American elm	4979	13	5	
American elm	4978	7	5	
Bur oak	4976	34	5	
Box elder	4975	12	5	
Box elder	4974	12	4	
Bur oak	4973	7	4	
Bur oak	4972	42	7	
Bur oak	4971	10	4	
Bur oak	4970	7	4	
Bur oak	4969	9	4	
Bur oak	4968	33	7	
White oak	4967	6	7	
Bur oak	4966	34	5	
Eastern red cedar (juniper)	4965	2	7	
Eastern red cedar (juniper)	4964	2	7	
White oak	4963	7	7	
White oak	4962	7	6	
White oak	4961	9	6	
Green ash (red ash)	4960	7	7	
White oak	4959	8	6	
Box elder	4958	7	5	
American elm	4957	13	6	
American elm	4956	9	6	
American elm	4955	9	5	
Bur oak	4954	35	3	
White oak	4953	6	8	
American elm	4952	7	5	
Bur oak	4951	27	6	
Green ash (red ash)	4950	6	7	
American elm	4949	8	5	
Bur oak	4948	28	3	Dangerous tree should be removed
Bur oak	4947	22	3	Dangerous tree should be removed
American elm	4946	6	5	
American elm	4945	6	3	Dangerous tree should be removed
American elm	4944	6	4	
Bur oak	4943	28	3	
American elm	4942	7	5	
American elm	4941	7	3	Dangerous tree should be removed
Bur oak	4940	40	1	
American elm	4939	10	5	
White oak	4938	6	7	
White oak	4937	6	7	
White oak	4936	6	7	
White oak	4935	6	4	
White oak	4934	6	4	
White oak	4933	7	7	
Box elder	4932	6	4	
White oak	4931	8	5	
White oak	4930	29	2	Dangerous tree should be removed
White oak	4929	8	5	
White oak	4928	30	5	
Bur oak	4927	20	5	
Box elder	4926	7	4	
American elm	4925	6	4	
White oak	4924	6	7	
White oak	4923	53	1	Dangerous tree should be removed
White oak	4922	6	2	Dangerous tree should be removed
White oak	4921	6	2	Dangerous tree should be removed
American elm	4920	7	5	
White oak	4919	6	6	
White oak	4918	6	6	
American elm	4917	7	5	
White oak	4916	7	5	
American elm	4915	8	5	
White oak	4914	9	5	
Bur oak	4913	25	7	
Bur oak	4912	28	7	
Box elder	4911	10	5	
American elm	4910	6	4	
Bur oak	4909	26	7	
Bur oak	4908	33	0	Dangerous tree should be removed
American elm	4907	7	4	
Box elder	4906	8	4	
Hackberry	4905	7	5	

NOTE: Tree inventory data furnished by Soil Investigation & Design, INC.

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Steven V. Ische 22703 05/23/18
License No. Date

PROJ. #1577-00

LEGEND	
×	Spot Elevation
⊕	Fire Hydrant
△	Survey Control Point
○	Set 1/2" X 14" rebar marked with cap no. 22703
- - -	Contour Line
●	Deciduous Tree

EXISTING CONDITIONS PLAN

PREMIER
LAND SURVEYING, LLC

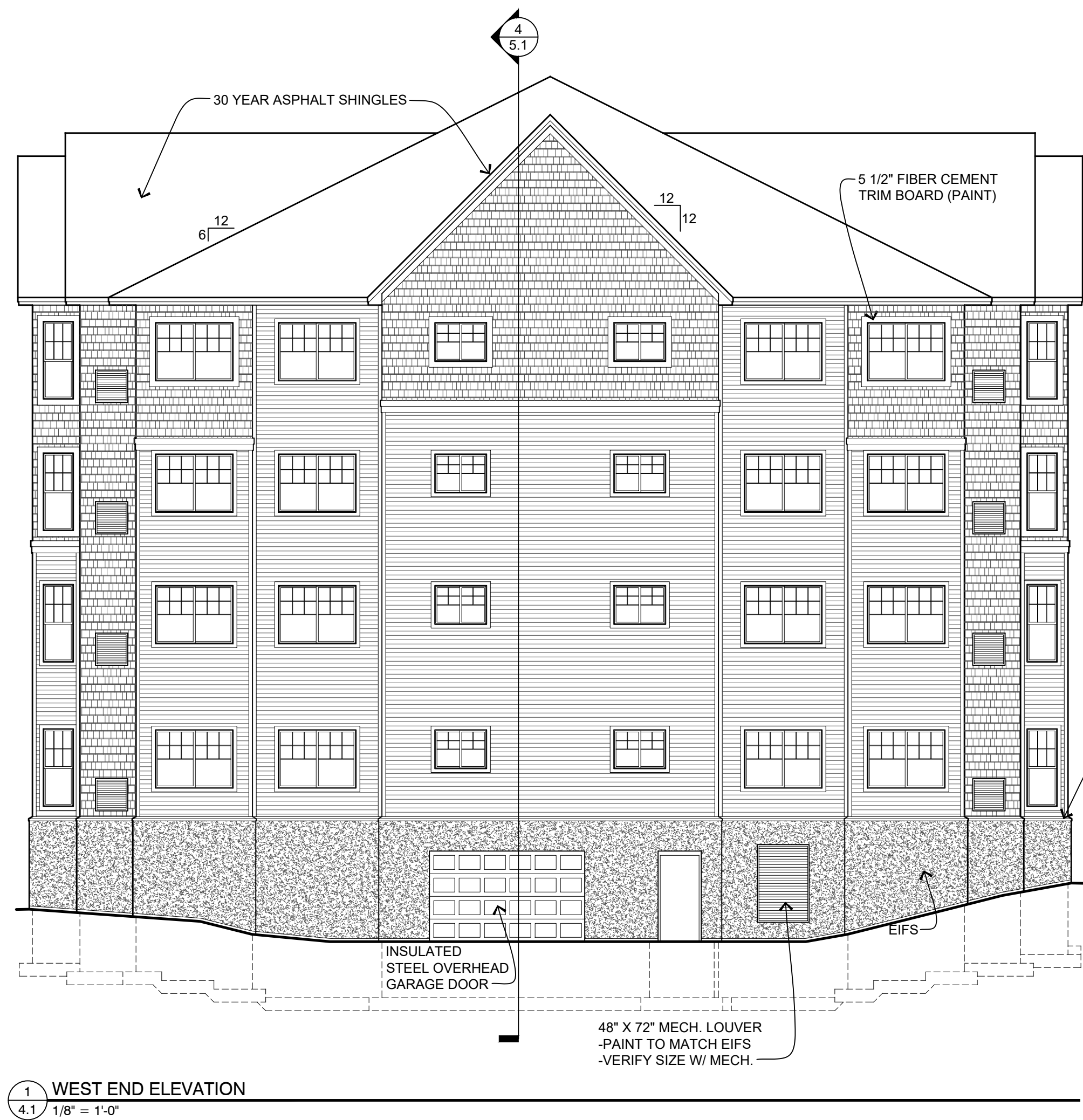
1600 Arboretum Blvd., Suite 203
Victoria, MN 55386
952-443-3010

CONCEPT SKETCH PLAN

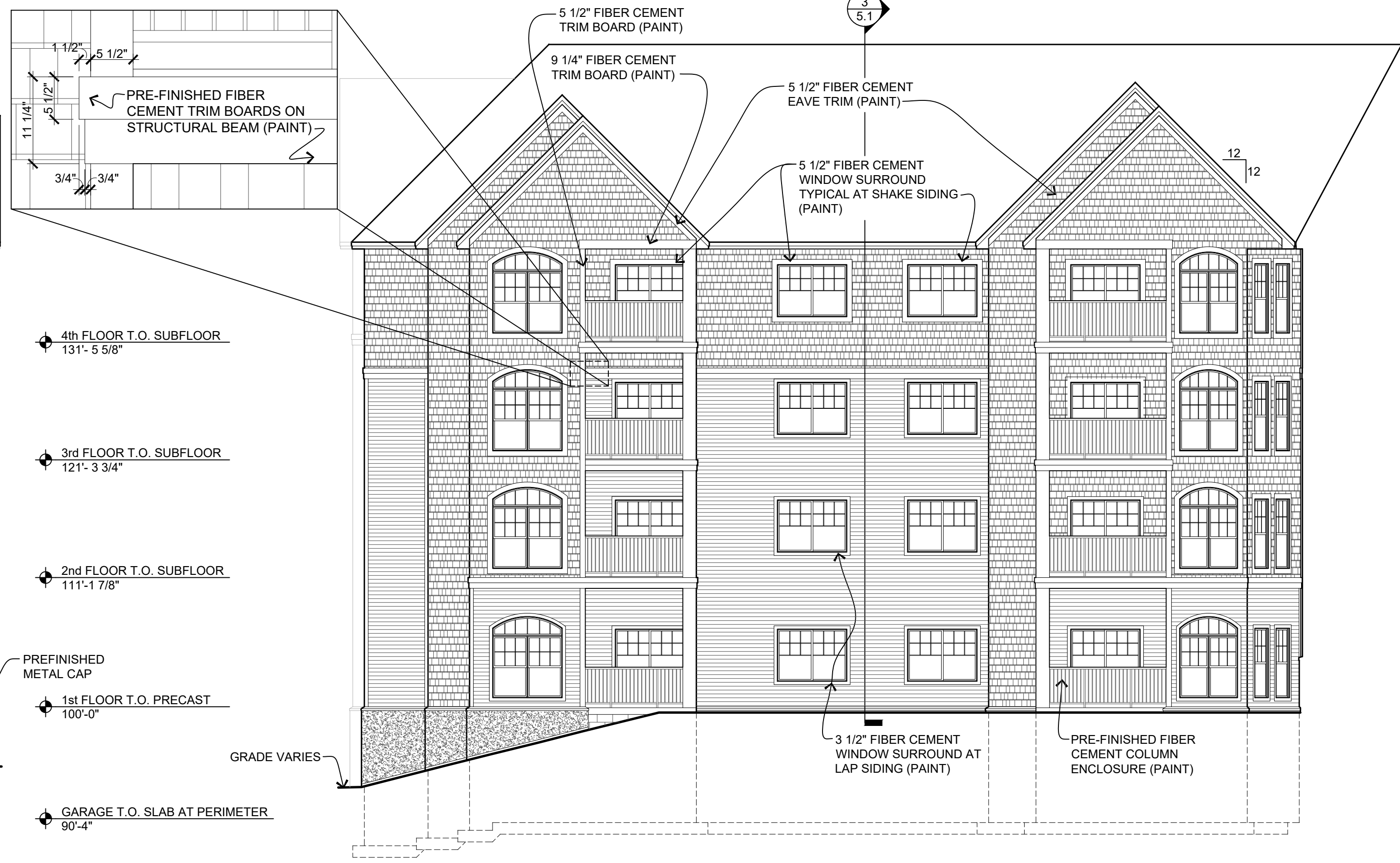
HAZELTINE NATIONAL
GOLF CLUB



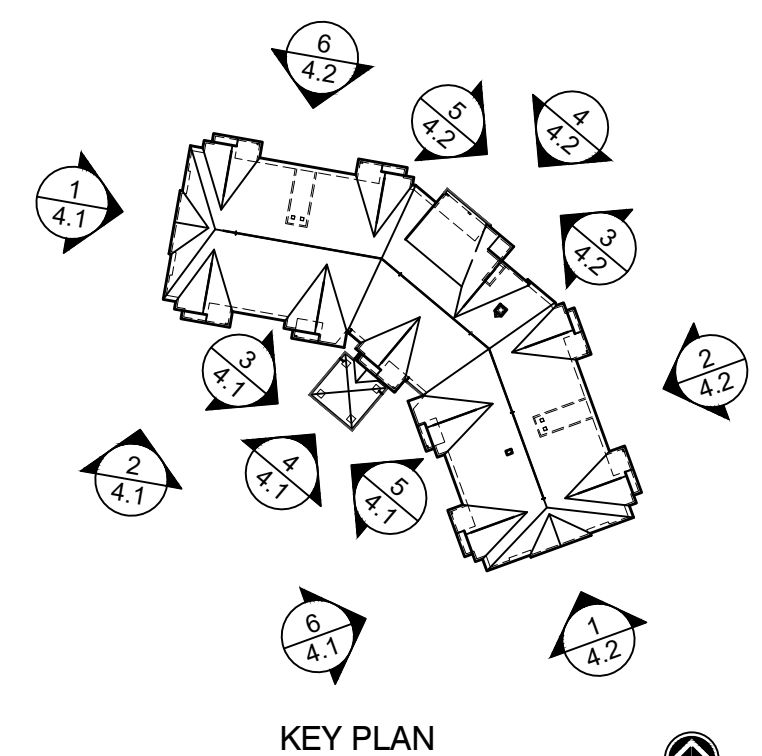
* THIS GRAPHIC IS ARTIST'S RENDITION FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE



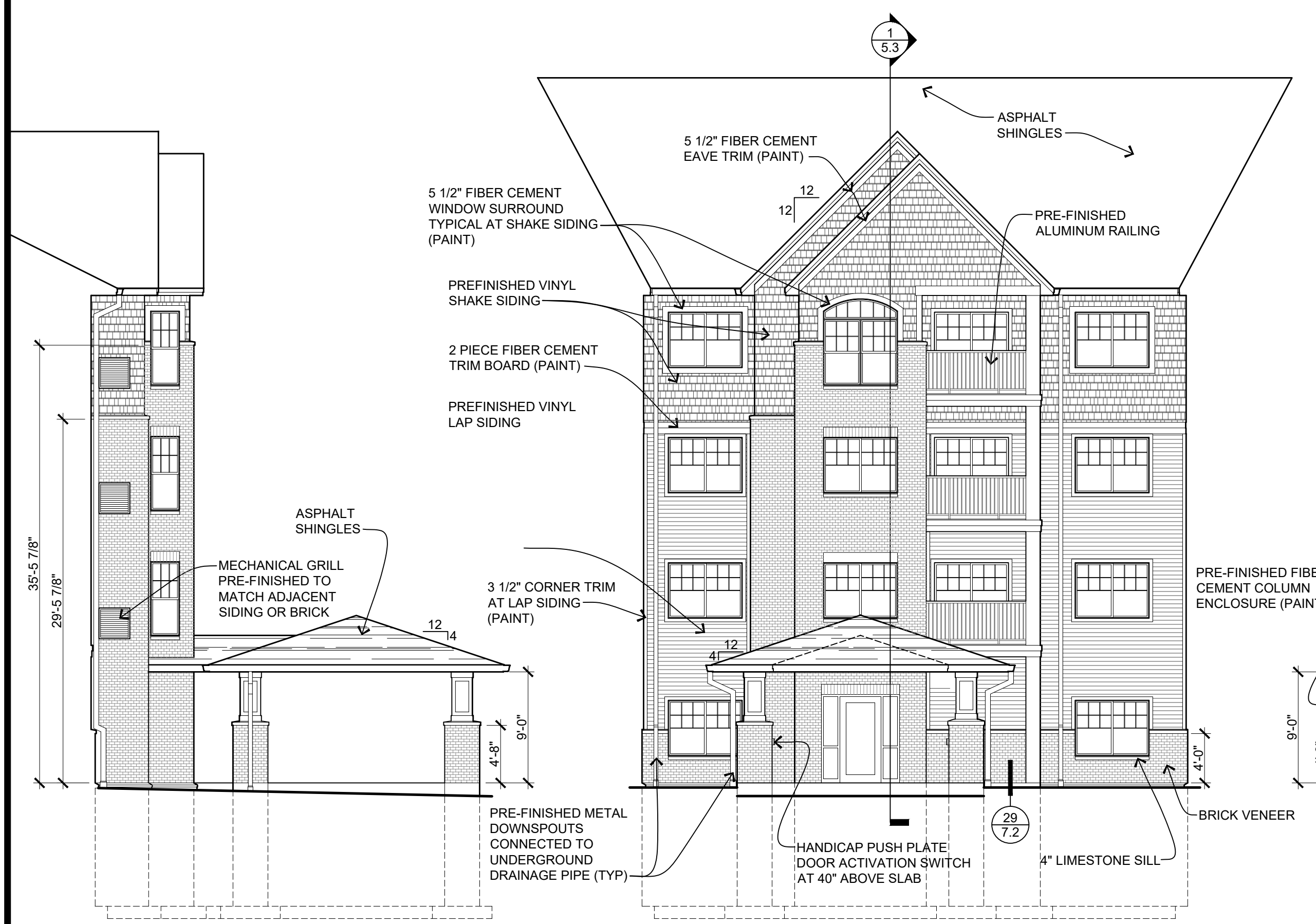
1 WEST END ELEVATION
4.1 1/8" = 1'-0"



2 FRONT SOUTH ELEVATION
4.1 1/8" = 1'-0"

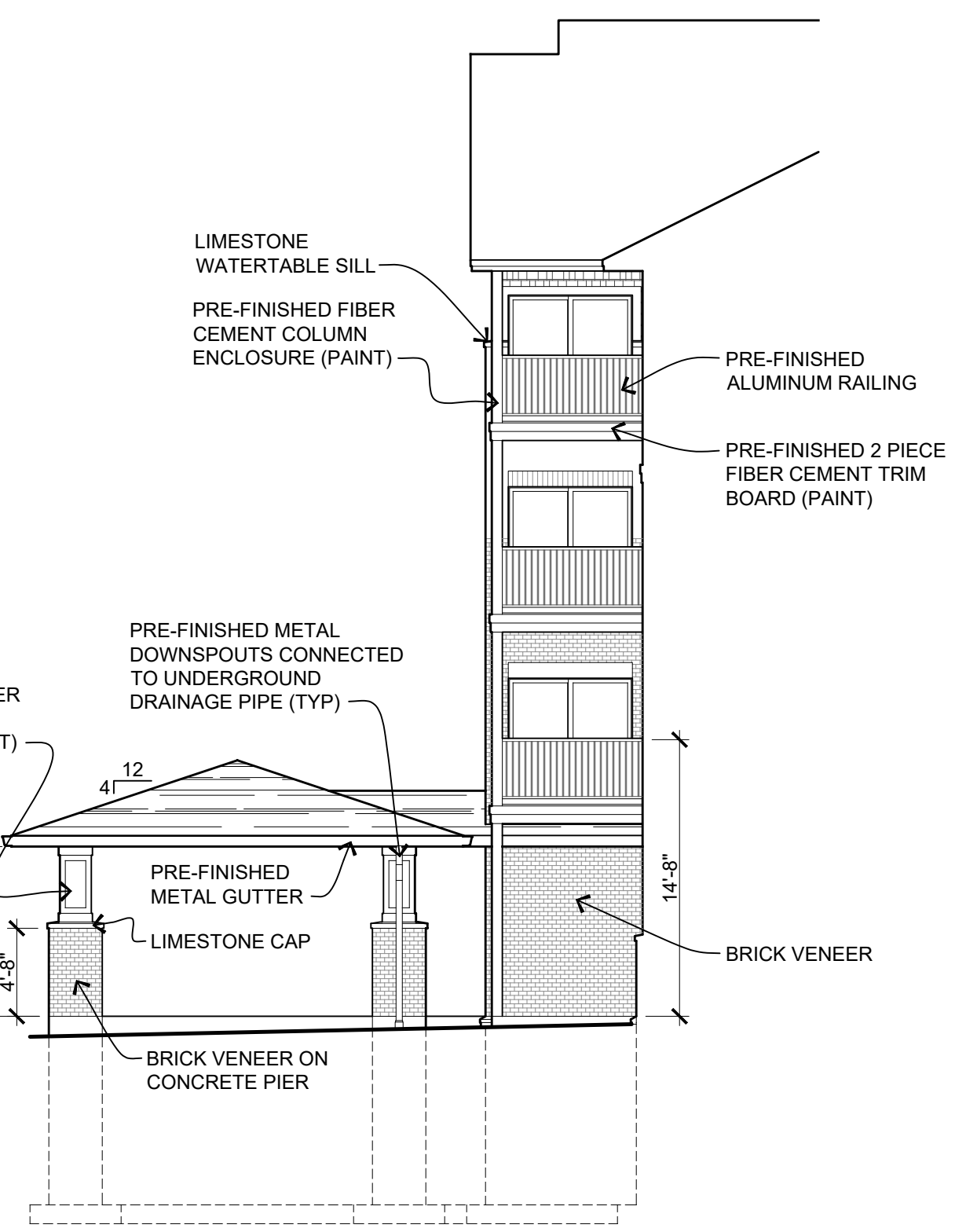


GENERAL NOTE
1. SPOT ELEVATIONS ARE SET TO 100'-0" AT THE TOP OF THE 1ST FLOOR PRECAST PLANK. ACTUAL ELEVATION TO BE COORDINATED WITH CIVIL.

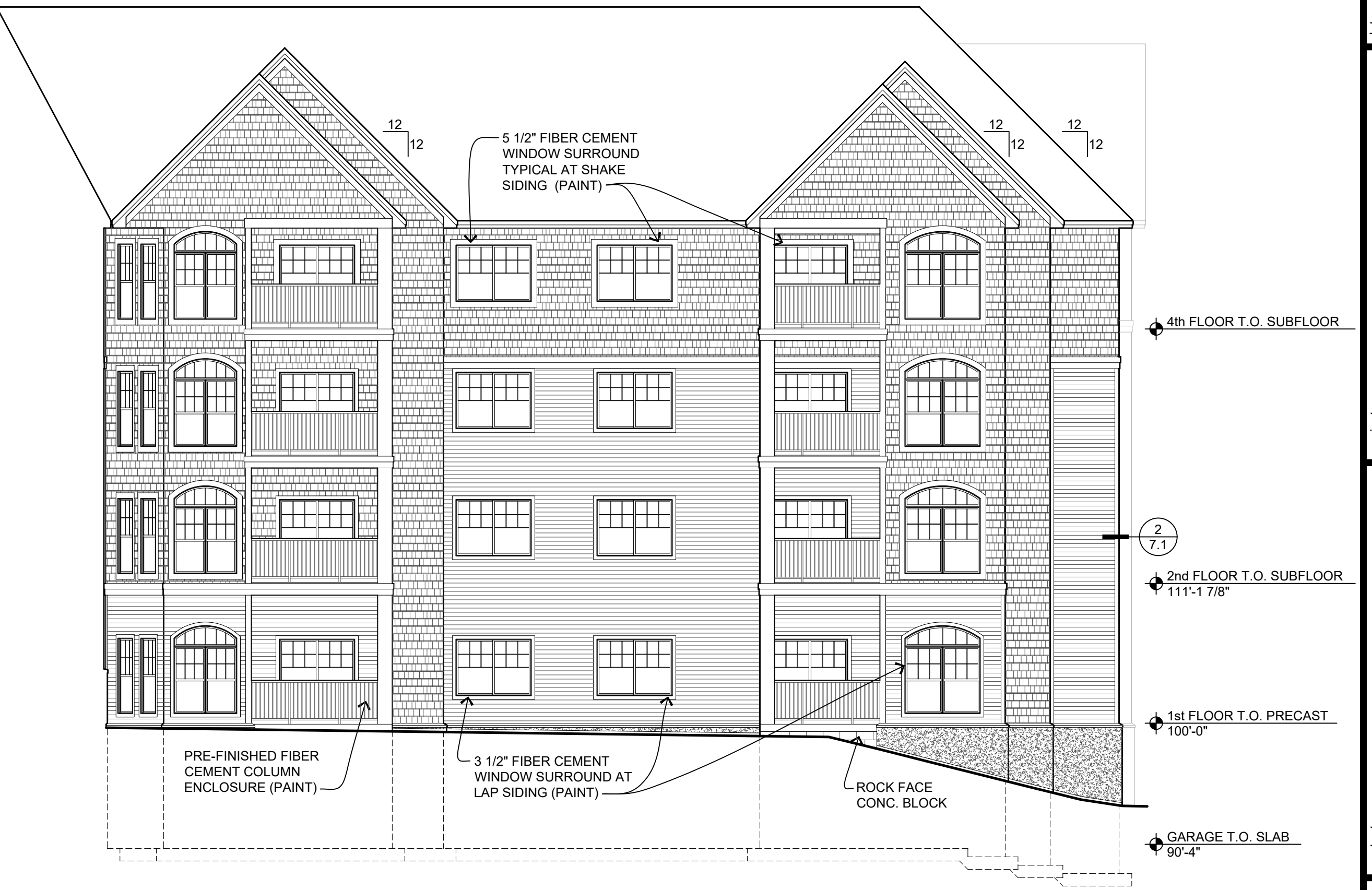


3 NORTHWEST ENTRY CANOPY ELEVATION
4.1 1/8" = 1'-0"

4 ENTRY ELEVATION
4.1 1/8" = 1'-0"



5 SOUTHEAST ENTRY CANOPY ELEVATION
4.1 1/8" = 1'-0"



6 FRONT WEST ELEVATION
4.1 1/8" = 1'-0"

JSJSH ARCHITECTS, inc.
14525 highway 7 suite 375
minnetonka, mn. 55345
ph. 952-935-6337 fax. 952-935-0878
email: jsjsh@jsjsh.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
Print Name: _____
Signature: _____
Date: _____
License #: _____

revisions

date	by	chkd	rfj
9/6/2018	ERM		

project

HAZEL VIEW COOPERATIVE
37 UNIT SENIOR COOP

contents

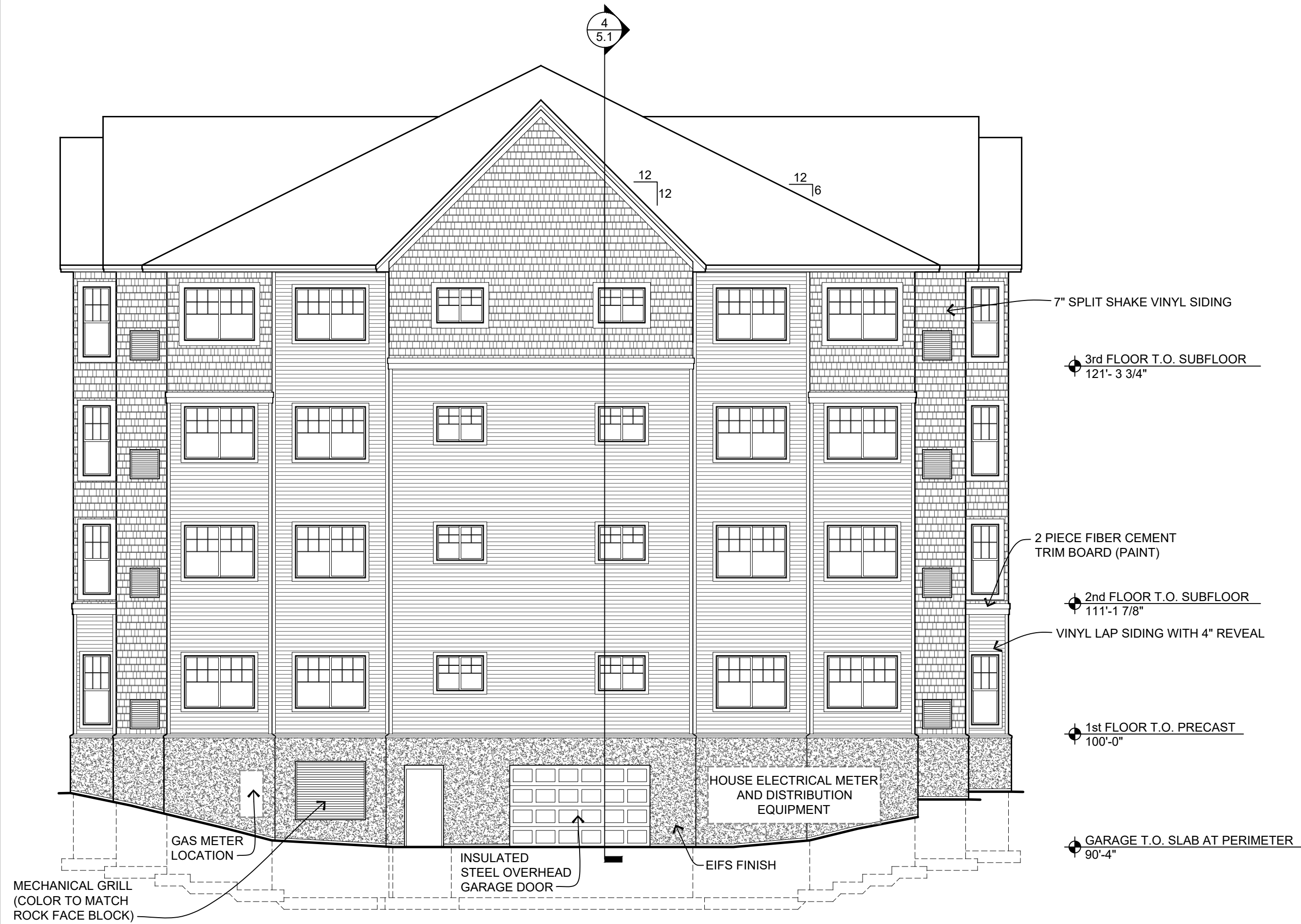
EXTERIOR ELEVATIONS

job no.

18-09

of sheets

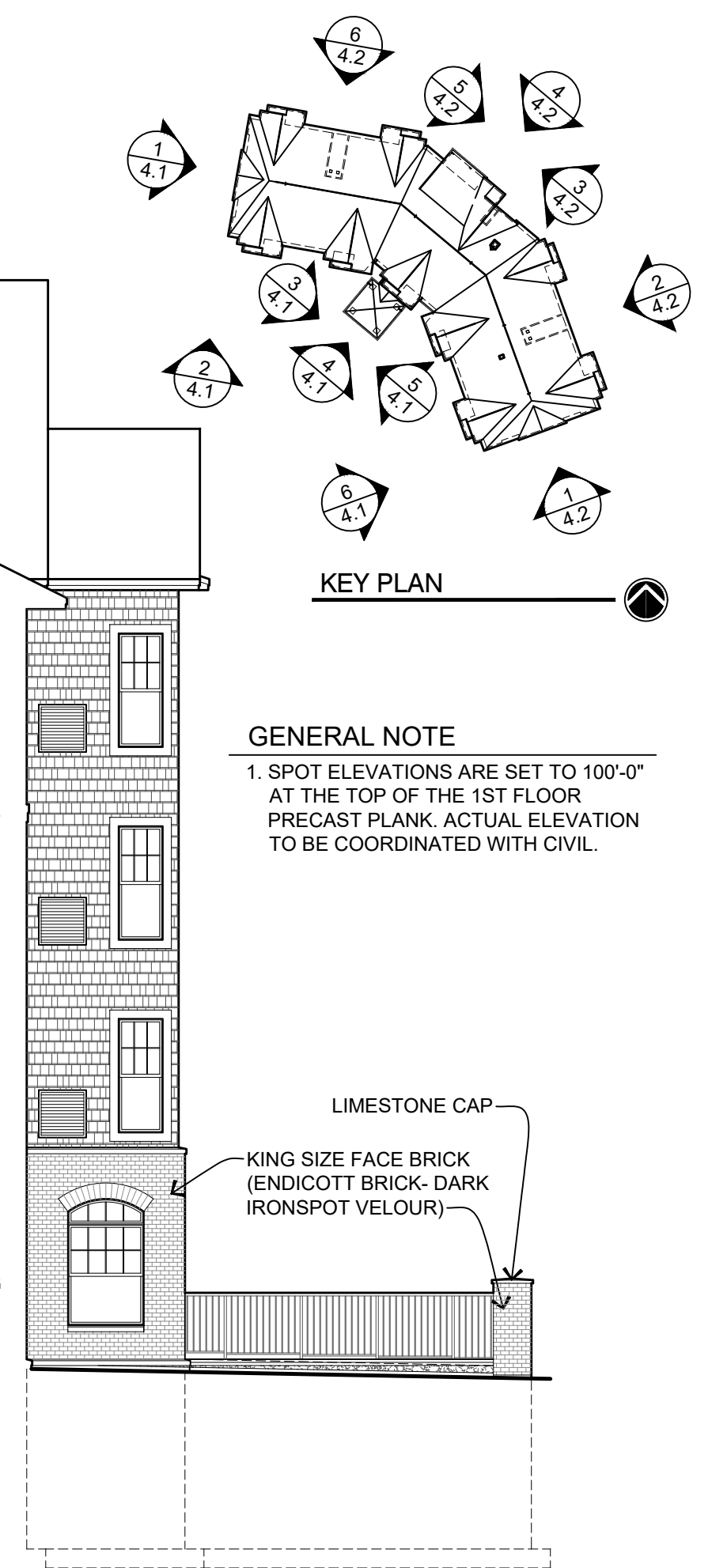
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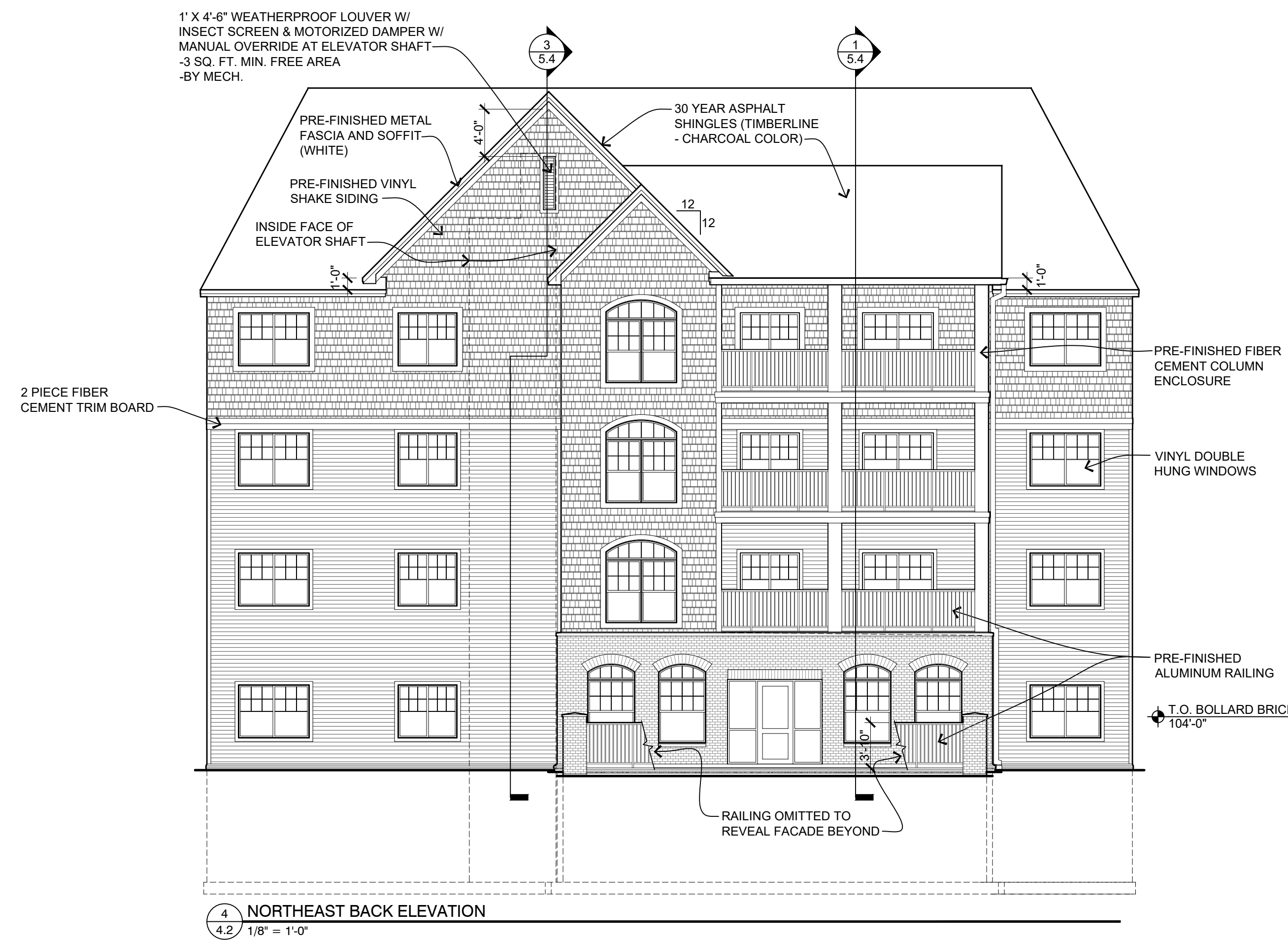
1 SOUTH END ELEVATION
4.2 / 1/8" = 1'-0"



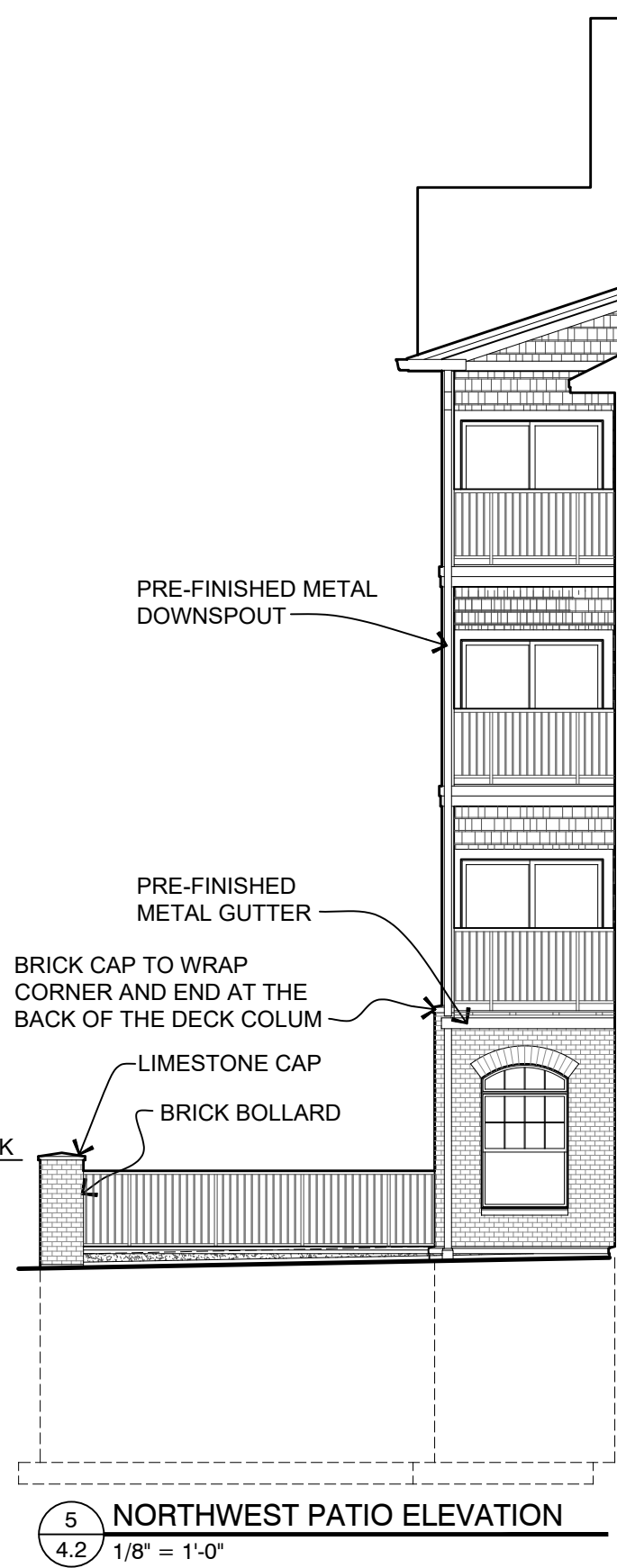
2 EAST BACK ELEVATION
4.2 / 1/8" = 1'-0"



3 SOUTHEAST PATIO ELEVATION
4.2 / 1/8" = 1'-0"



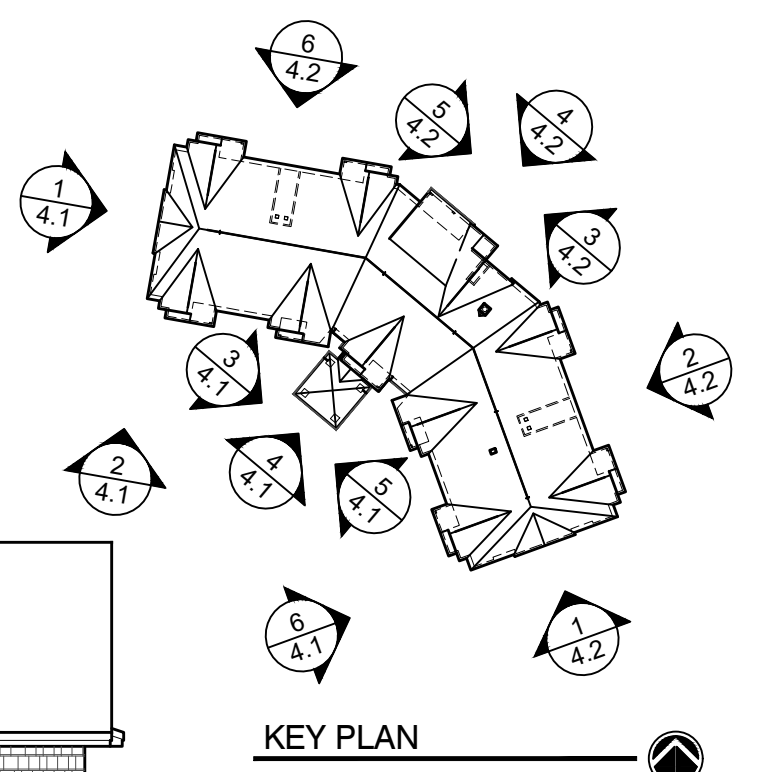
4 NORTHEAST BACK ELEVATION
4.2 / 1/8" = 1'-0"



5 NORTHWEST PATIO ELEVATION
4.2 / 1/8" = 1'-0"



6 NORTH BACK ELEVATION



KEY PLAN
GENERAL NOTE
1. SPOT ELEVATIONS ARE SET TO 100'-0" AT THE TOP OF THE 1ST FLOOR PRECAST PLANK. ACTUAL ELEVATION TO BE COORDINATED WITH CIVIL.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
Print Name: _____
Signature: _____
Date: _____
License # _____

revisions	date	drawn	checked	by
	9/6/2018	ERM		RFJ

project
HAZEL VIEW COOPERATIVE
37 UNIT SENIOR COOP

contents
EXTERIOR ELEVATIONS
job no.
18-09

of sheets
4.2

JSSH ARCHITECTS, inc.
14525 highway 7 suite 375
minnetonka, mn. 55345
ph. 952-935-6337 fax. 952-935-0878
email: jssh@jssh.com

RENDERING MEANT AS VISUAL REPRESENTATION OF PROJECT;
NOT TRUE TO HEIGHT (ONLY 3 STORIES SHOWN)



REQUEST FOR ACTION CHASKA CITY COUNCIL 03/18/19

Subject: Former KFC Building (798 Yellow Brick Road) – Preliminary Site Plan

Applicant: China Pagoda, Inc.

Locations: North of Chaska Boulevard and west of Yellow Brick Road

Case No.: PC No. 2019-05

Synopsis: The applicant is requesting approval of a Preliminary Site & Building Plan that would allow them to redevelop the former KFC building and site (798 Yellow Brick Road)

Prepared By: Elizabeth Hanson

Staff Recommendation: Adopt Resolution approving the request

BACKGROUND

The building at 798 Yellow Brick Road formerly housed the KFC restaurant. The site has been sitting vacant for the last several years. It has been an eyesore in downtown due to its deteriorating condition.

China Pagoda has been a business in the community for a long period of time. Their original location has been on the corner of the strip mall in downtown off of 4th Street, across from City Hall. They are hoping to find a more permanent location for their restaurant at the former KFC building.

The Concept Plan was approved in June 2018 (PC #2018-22) to renovate the former KFC.

Comments/Concerns Brought Up During Concept Plan

There were a couple comments brought up during the Concept Plan review that the applicant has addressed in this preliminary submittal. They are the following:

- Building colors too dark; the applicant has revised the color selections to include more earthy/lighter tones; the dark gray color that was initially selected was eliminated from the building
- East and south facades to show articulation; the applicant has focused the articulation of brick and windows on these facades; they will also be incorporating a significant amount of landscaping on the east and south sides of the building to 'dress up' the building more
- North façade to show a landscaped edge; the applicant will be removing the drive-aisle on the north side of the site and replace it with sod and landscaping; the landscaping will be done so that it is closer to the north façade to help break up the massing, and provide

year-round screening; brick is also being added to the north edges of the building to show consistency with the east and south facades

- Parking lot to be improved; the applicant is proposing to resurface and restripe the parking lot
- Pedestrian area; the applicant is proposing a patio area on the east side of the building for patrons to eat; there is also a bike rack proposed for bikers visiting this site

Goals

The applicant's goals for this plan are as follows:

- Understanding of Chaska and its motto to be the "Best Small Town in Minnesota".
- Understanding of the site and the improvements to remove blight and make the site usable again.
- Understanding of design and how it relates to its context.

Existing Conditions

The overall site area is 0.63 acres and consists of a 2,300 square foot building and parking lot. The main accesses are on the north side of the site to gain access off of the private drive in the Cooper's parking lot.

CURRENT REQUEST

The request this evening is for Preliminary Site & Building Plan approval to redevelop the building and site. The existing building will remain and be rehabilitated for the needs of the new China Pagoda. Parking will also remain on the west and east sides of the site, with some minor changes to improve traffic flow.

Adjacent properties

The site is bounded on the north by the Brickyard Shopping Center, the south by Chaska Boulevard, the west by a City-owned property and Chaser's, and the east by Yellow Brick Road and Arby's.

Use

The use of this site is consistent with the approved zoning for the property (PCD-3 – Planned Commercial Development).

Site Layout

The plan is to continue to use the existing accesses into the site from the private drive. The building is situated in the center of the site with vehicle movement around the building; the parking lot will remain intact however the west portion will become a one-way system. A drive-thru component exists on the west and north façades, however this component will be removed as a part of the remodel.

Building Materials & Design

The building proposed is the existing building with modifications being done to the exterior. Suggested design language includes: use of face brick in a color that recalls Chaska's rich history of brick production, metal accent, glass, and cementitious lap siding.

Staff Recommendation/Analysis

Staff believes the applicant has done a good job in studying the surrounding context for this site, as it relates to common design and elements found in Chaska. The building is in deteriorating shape and thus it will be a challenge to rehabilitate. The applicant will essentially be providing this building a face lift.

The City of Chaska has certain building design and material requirements for commercial buildings. A portion of it is stated as follows:

"Office, Commercial, Public and Institutional buildings shall use at least three (3) Class I materials and shall be composed of at least seventy (70) percent Class I materials and shall not exceed thirty (30) percent Class II or Class III materials."

The building is proposing a majority of the building to be constructed of brick and cementitious siding, which are class I materials. Below are the material requirements and how the applicant is meeting them:

China Pagoda Building Materials	
Class I	Brick, Glass, Cementitious Siding (76%)
Class II	Metal (22%)
Class III	None
CLASS I REQUIRED	70%; three different materials
PROVIDED	76% Class I material; 3 different materials

Staff would like to point out that the south and east facades are highly visible and thus their articulation will be significantly important. The applicant has focused their main attention on these facades with the articulation and landscaping. A metal accent is being added as a horizontal element to help add more depth to the building. Brick applications are being focused on the corners and front entrance of the building.

Staff has had a chance to sit down with the applicant to discuss the proposed design and the areas to focus on for preliminary submittal, as noted above. Another item brought up was the color selections for the building. Staff encouraged the applicant in the Concept Plan to look into other color options on some of the elements to bring in more lightness. Staff also advised the applicant to look into other opportunities to show downtown Chaska elements, such as gooseneck lighting, additional areas for brick, brick detailing, etc. The applicant has since changed the colors to be more earthy tones. The applicant has also added gooseneck lighting to the building and focused the brick applications on the more visible parts of the building. Overall, staff is happy with the changes that have been made.

The north side of the building was also discussed. The existing drive aisle on this side of the building will be removed and changed to have additional green space and landscaping for the site. Staff is favorable of this change. The north side of the building does not provide a lot of articulation on this facade today due to the location of the kitchen, storage and bathrooms in

this general area of the building. Because of this it is difficult to provide additional articulation and windows to this façade. The applicant has added brick to the north edges, as well as significant landscaping to break up the massing.

The west side of the building is not heavily visible due to the location of mature trees on the edge of the site. Because of this, staff is favorable of focusing more of the articulation on the east and south facades. This façade is mainly composed of cementitious siding.

Setbacks

The required setbacks for the site are as follows:

BUILDING SETBACKS	
Direction	Setback
Chaska Boulevard	100 feet from centerline
Interior Property Lines	10 feet

PARKING SETBACKS	
Direction	Setback
ROW	10 feet
Interior Property Lines	5 feet

Parking/Access/Circulation

22 parking spaces are proposed as a part of this project. The following chart summarizes the overall parking demand on the site, based on the approximated sizes of the conceptual uses.

Uses	Approx. Size	Code Req.	Est. Parking Req.
Retail	2,300 sf	1ps/200sf	12 parking spaces
		REQUIRED	12 parking spaces
		PROVIDED	22 parking spaces

According to this table the applicant is meeting the required amount of parking spaces needed for the use. Parking spaces will be provided on the west and east sides of the buildings. The proposed parking lot will provide full access into the site on the easterly access on the north side. Customers will mainly park on the east side of the building. The west side is mainly designated for employees. The west side of the parking lot will be a one-way system to allow people to exit the site. People will not be able to enter the site from this side. As stated before, the drive-thru aisle on the north side of the building will be removed and replaced with green space. The parking lot will be resurfaced and re-stripped.

Landscaping

The table below indicates the landscaping requirements for this site and how the applicant meets or does not meet them:

LANDSCAPING REQUIREMENTS & PROPOSED		
	Required	Proposed
Overstory Trees	8 caliper inches (3 trees)	1 new; 2 existing (spruces)
Understory Trees	1	1
Shrubs	23	27

The applicant is showing a majority of landscaping being added to the north, east and south facades, which were advised during the Concept Plan. They are mainly showing Junipers (coniferous) plantings up against the north façade to provide year-round screening to this area since the articulation of the building was limited. Staff is favorable of this incorporating. Landscaping is also being added around the monument sign on the southeast portion of the site.

Pedestrian Places

The applicant has included a patio area on the east side of the building for patrons to eat outside. There will be landscaping near it to provide a generally pleasing area. A bike rack is also proposed within this area.

Lighting

Any lighting proposed for this plan should be fully screened and face downward. Lighting shall also be designed to be sensitive to the historic context and scale. Gooseneck lighting is traditional in historic downtowns and would be seen as a favorable option. The applicant is proposing to add this type of lighting to the building. New pole lighting will replace the current parking lot lighting. The photometric plan will have to be revised to show its compliance with the lighting ordinance in terms of foot candles.

Monument Sign & Trash Enclosure

The existing monument sign will be replaced by a new one. The applicant will have to go through a separate permitting process to install the sign. The sign will have to meet size, height and setback requirements.

A new trash enclosure is proposed on the north side of the site.

Utilities

Water and sewer are available to serve this site.

Next Steps

The applicant will have to apply for final site plan as the next step in the process. A final site plan application will be the last step after preliminary approvals are obtained.

CONCLUSION

Staff is happy to see that the vacant building at 798 Yellow Brick Road is taking steps to receive improvements. Staff will continue to work with the applicant to ensure the site and building become a visually pleasing amenity to the community and downtown once again.

PLANNING COMMISSION ACTION TAKEN 3/13/19:

Motion to recommend approval of the Preliminary Site & Building Plan for China Pagoda at 798 Yellow Brick Road (PC#2019-05), subject to the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Project Narrative (pgs 1-4), submitted by Jeff Hafferman, dated February 21, 2019.
 - b. Site Plan (P100), submitted by InSpire Architects, dated February 25, 2019.
 - c. Building Elevations (P101), submitted by InSpire Architects, dated February 1, 2019.
 - d. Building Details (P102), submitted by InSpire Architects, dated February 1, 2019.
 - e. Trash Enclosure (A002), submitted by InSpire Architects, dated February 25, 2019.
 - f. Landscape Plan (L200 & L400), submitted by InSpire Architects, dated January 9, 2019.
 - g. Lighting Photometric & Specs, submitted by Premium Quality Lighting (pgs 1-7), dated February 5, 2019
 - h. The Klein Brick Yard Second Addition Plat
2. Compliance with section 9.11 Building Design/Materials and Site Design.
3. Provision of curb and gutter to be provided in parking lot design.
4. Provision to remove or re-face the existing monument sign on the southeast corner of the site.
5. Provision that signs will meet Section 10 of the zoning ordinance and a 10 foot setback from all property lines.
6. Provision that the Chaska brick blend is reviewed and approved by Planning staff prior to application.
7. Building fire suppression system to be implemented if required by Fire Department.
8. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
9. Provision that all mechanical equipment will be fully screened from view.
10. Provision that full modular face brick will be used on the buildings in order to be classified as a Class I material, and to be called out on all elevation/material plans at Preliminary submittal.
11. Provision that drive aisles are at least 24 feet in width.
12. Provision of a photometric plan meeting lighting ordinance Section 9.24.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2019-24 approving the Preliminary Site & Building Plan for China Pagoda at 798 Yellow Brick Road (PC #2019-05).

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 03/18/2019 **RESOLUTION NO.** 2019-24

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

**Resolution approving the Preliminary Site & Building Plan for China Pagoda at 798
Yellow Brick Road/China Pagoda/P.C. No. 2019-05**

WHEREAS, the Concept Plan was approved in June 2018 (PC #2018-22) to renovate the former KFC; and

WHEREAS, the request this evening is for Preliminary Site & Building Plan approval to redevelop the building and site; and

WHEREAS, the existing building will remain and be rehabilitated for the needs of the new China Pagoda; and

WHEREAS, parking will also remain on the west and east sides of the site, with some minor changes to improve traffic flow; and

WHEREAS, a drive-thru component exists on the west and north façades, however this component will be removed as a part of the remodel; and

WHEREAS, use of face brick in a color that recalls Chaska's rich history of brick production, metal accent, glass, and cementitious lap siding are the proposed materials for the building; and

WHEREAS, 22 parking spaces are proposed as a part of this project; and

WHEREAS, the parking lot will be resurfaced and re-striped; and

WHEREAS, the applicant is showing a majority of landscaping being added to the north, east and south facades, which were advised during the Concept Plan; and

WHEREAS, they are mainly showing Junipers (coniferous) plantings up against the north façade to provide year-round screening to this area since the articulation of the building was limited; and

WHEREAS, the applicant has included a patio area on the east side of the building for patrons to eat outside; and

WHEREAS, the applicant is proposing to add gooseneck lighting to the building, and new pole lighting will replace the current parking lot lighting; and

WHEREAS, the photometric plan will have to be revised to show its compliance with the lighting ordinance in terms of foot candles; and

WHEREAS, the existing monument sign will be replaced by a new one, and a new trash enclosure is proposed on the north side of the site; and

WHEREAS, on March 13, 2019 the Planning Commission recommended approval to the City Council of the Preliminary Site & Building Plan for China Pagoda at 798 Yellow Brick Road (PC#2019-05); and

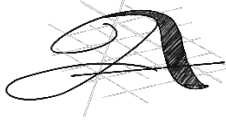
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, hereby approves the Preliminary Site & Building Plan for China Pagoda at 798 Yellow Brick Road (PC#2019-05), subject to the aforementioned stipulations and the following conditions:

1. Approvals shall be based on the following graphic exhibits:
 - a. Project Narrative (pgs 1-4), submitted by Jeff Hafferman, dated February 21, 2019.
 - b. Site Plan (P100), submitted by InSpire Architects, dated February 25, 2019.
 - c. Building Elevations (P101), submitted by InSpire Architects, dated February 1, 2019.
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 - g. Lighting Photometric & Specs, submitted by Premium Quality Lighting (pgs 1-9), dated March 11, 2019
 - h. The Klein Brick Yard Second Addition Plat
2. Compliance with section 9.11 Building Design/Materials and Site Design.
3. Provision of curb and gutter to be provided in parking lot design.
4. Provision to remove or re-face the existing monument sign on the southeast corner of the site.
5. Provision that signs will meet Section 10 of the zoning ordinance and a 10 foot setback from all property lines.
6. Provision that the Chaska brick blend is reviewed and approved by Planning staff prior to application.
7. Building fire suppression system to be implemented if required by Fire Department.
8. Compliance with applicable zoning requirements, in particular Chapter 9 (General Requirements).
9. Provision that all mechanical equipment will be fully screened from view.
10. Provision that full modular face brick will be used on the buildings in order to be classified as a Class I material, and to be called out on all elevation/material plans at Preliminary submittal.
11. Provision that drive aisles are at least 24 feet in width.
12. Provision of a photometric plan meeting lighting ordinance Section 9.24.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of March, 2019.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk



INSPIRE ARCHITECTS

465 148th Ave NE
Ham Lake, MN 55304
(763) 807-1044
Jeff@ArchitectMN.com

Preliminary Site Plan Review Submittal

TO: Elizabeth Hanson

FROM: Jeff Hafferman

DATE: 02/21/2019

RE: 798 Yellow Brick Road-China Pagoda

Mrs. Hanson:

Thank you for the opportunity to submit the Preliminary Site Plan for the China Pagoda at 798 Yellow Brick Road, Chaska MN. Please see attached documents and material samples submittal.

Mr. and Mrs. Wong have hired InSpire Architects to help them transform the old Kentucky Fried Chicken restaurant into a China Pagoda restaurant. InSpire Architects is located in Circle Pines, Minnesota and we work both with commercial and residential, new and remodel. The majority of our projects are commercial tenant improvements. We are passionate about bringing the old city charm up to date while incorporating new modern elements.

We appreciate all of your support and guidance to this point. We are looking forward to working with city staff through the review process and hope to begin the building improvements as soon as the review process is finalized.

Feedback to Conceptual Design Submittal

In our Conceptual Plan we discussed the historical and symbolic importance of using similar materials, as Chaska has a well-defined pallet of materials and colors. The city's planning commission and city council comments suggested several changes to improve this relationship in our design. These improvements include:

- Add More windows in the Seating Areas- See P101 South, East, and West Elevations
- Move some of the locations of brick to the more public sides of the building- See P101
- Adding Layers of Landscaping that hide the flatness of the building in certain areas- especially the North and East side of the building- See L100-L200
- Provide Data to support Landscaping Plan meets city's Ordinance requirements
- Adding Exterior Lighting on the building to break up the building's flatness- See goose neck lighting added on P101
- Resurface and Restripe the Parking Lot
- Replacing Light Fixtures on the 4 Pole Lights in Parking Lot See P100
- The proposed Trash Enclosure is located at the Northwest Corner of the building- See P100.
- Provide percentages of Exterior Materials for each elevation- See P101

Site Design Improvements

The Presentation submittal includes 3 Architectural and 2 Landscape Presentation pages that clarify the design intent. The landscape plan has been greatly improved by removing the existing Drive-Through Lane and adding a layering of short to tall plantings designed by Ben Erickson Landscape Design Inc. Additionally, functional and attractive outdoor seating was added along with bike racks outside the main entrance. Flowering plants were added close to the entrance and parking areas to add color and variety to sidewalks and mulch beds. Large taller landscape shrubs were added to help screen expansive walls of siding, utility meters, the service entrances, and the trash enclosure.

Additional Supplemental Information

In addition the Preliminary Site Plan Review Submittal requires additional information including:

- Provide a Survey- See Attached Existing Survey
- Lighting Plan with photometric calculations provided by PQL Lighting in Minnetonka- See attached Supplemental Photometric Plan and Light Fixture Specifications
- Provide Exterior Material Selection with samples- See P101, P102, descriptions under Material Selection, and Supplemental material samples.
- Provide Trash Enclosure Details- See Supplemental Drawings A002
- Identify existing utilities on the building- See P100-P101
- Provide Landscape Details- See Supplemental Drawings L300.

Material Selection

The exterior materials have been reevaluated and percentages of each material is specified on the Elevations P101.

The windows are mostly on the southern 1/3rd of the building where the sitting areas are inside the building. The kitchen and restrooms are on the northern 2/3rd's of the building. This limits the window areas to only 6% of the exterior even after adding new window openings where possible.

The brick selection is a full modular face brick provided by Metro Brick and manufactured by Summit Brick and is meant to mimic Chaska's Curling Center brick. The two colors are 70% blend Fawn (lighter color) with a Grain Texture and 30% blend Ginger (darker). The top and bottom courses of brick would be soldier accents and be 100% Fawn brick (Curling Center's accent is Ginger). The brick only amounts to approximately 8% of the exterior materials but is used strategically to segment the spans of fiber cement board siding. It occurs on the corners of the seating areas along the south. The brick is also used at the main entrance, and in small areas north of the entrance where vehicles enter the parking lot.

The Fiber Cement Board Sample provided is James Hardie Board- Hardie Plank HL Lap Siding- Color- Timber Bark- 1 of 15 standard colors. The dark color is meant to contrast with the brick and metal wall panels. The 7" planks leave approximately 6" spacing which will contrast with the smaller textured brick and the larger shiny metal panels. It makes up 62% of the exterior walls however are broken vertically by a large horizontal stripe made up of metal panels just above the windows. The siding is segmented horizontally by windows and patches of brick and where brick and windows cannot be used landscaping is added to break up, enhance, and pull attention away from the fiber cement board siding spans. Up high where there is no windows and brick large goose neck light fixtures are added to provide a repetitive rhythm around the building.

The Metal Wall Panel break up the siding vertically by adding a large 2'-0" wide horizontal stripe around the building just above the windows. A metal horizontal strip also occurs at the parapet cap finishing off the fiber cement siding parapets. Together metal represents approximately 22% of the exterior of the building.

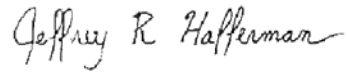
The sample provided is manufactured by Firestone. The Delta 12 panel is an Aluminum concealed fastener continuous horizontal panel 1'-0" wide, 2 courses tall. The finish/ color is Sierra Tan with a long lasting and durable finishing process.

Metal wall panels also wrap the perimeter of the signs on the Southeast corner of the south and east elevations. The signs are approximately 2% of the total exterior area and is meant to be a metallic cut-out finish on an acrylic translucent backlit background.

Working towards a Successful Outcome

One goal for this restaurant is to act as a beacon and to initiate the start of downtown. Another goal would be to help highlight Yellow Brick Road- connecting its commercial retail to the downtown area. We believe by making the changes as suggested and using materials local to the community we can establish a building of significance for years to come. It's an honor to present to a very focused and goal oriented city.

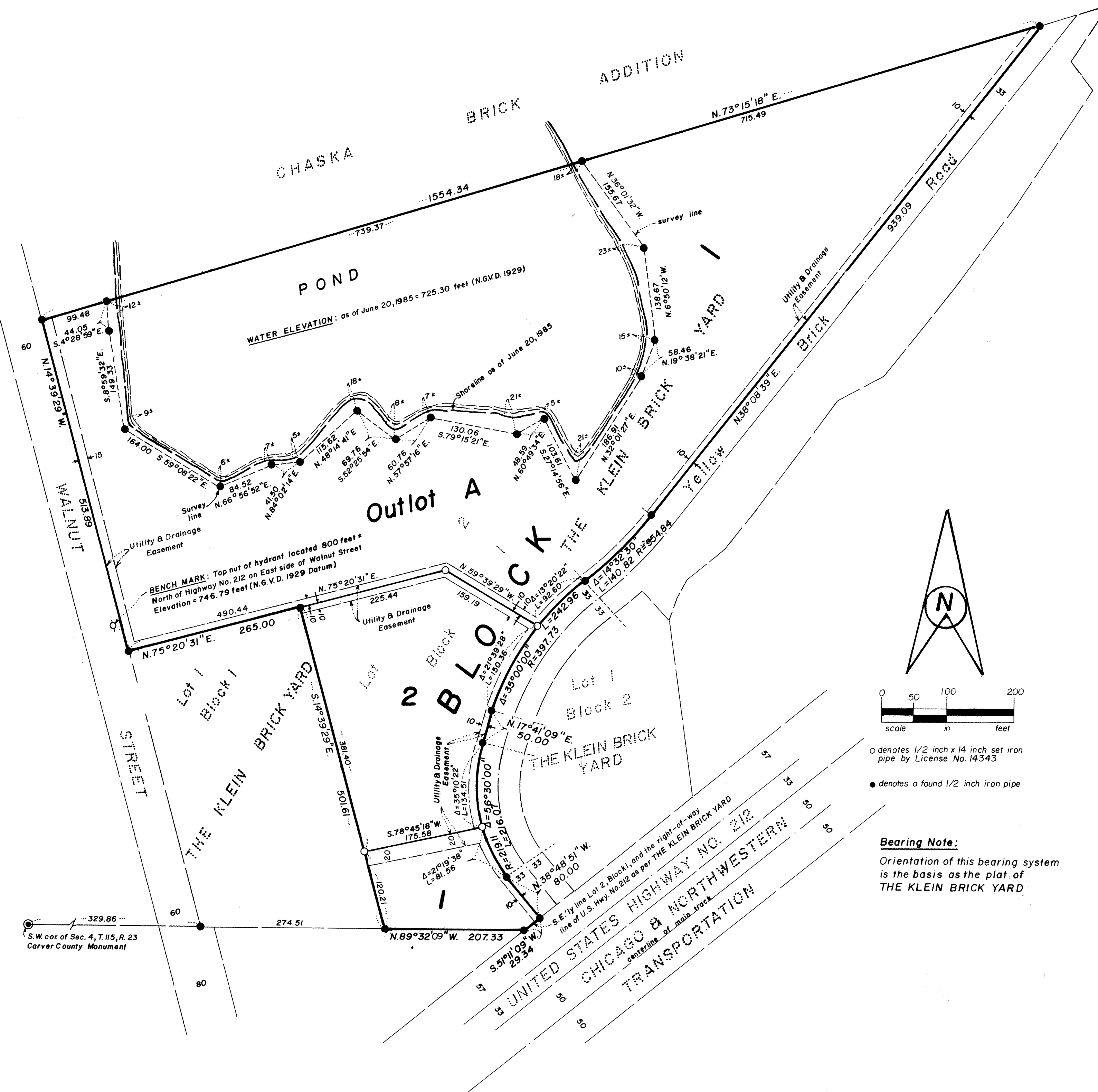
Thank You

A handwritten signature in cursive script that reads "Jeffrey R. Hafferman".

Jeffrey R Hafferman AIA NCARB, Owner,
InSpire Architects
763-807-1044
Jeff@ArchitectMN.com

THE KLEIN BRICK YARD SECOND ADDITION

PLAT FILE NO. 307
C.R.DOC.NO. 73884



KNOW ALL MEN BY THESE PRESENTS: That G.H. Klein Brick Company, a Minnesota Corporation, owner and proprietor and C.H. And C.P. Klein, Partnership, a partnership consisting of Daniel G. Klein and Alan C. Klein, purchasers under contract of the following described property situated in the County of Carver, State of Minnesota to wit: Lot 2, Block 1, THE KLEIN BRICK YARD, according to the plat thereof on file and of record in the office of the County Recorder in and for Carver County, Minnesota.

Have caused the same to be surveyed and platted as THE KLEIN BRICK YARD SECOND ADDITION and do hereby donate and dedicate to the public for public use forever the easements for utility and drainage purposes as shown on the plat.

In witness whereof said C.H. Klein Brick Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this 3rd day of September, 1985, and that Daniel G. Klein and Alan C. Klein of said C.H. and C.P. Klein Partnership have set their hands this 3rd day of September, 1985 on behalf of the partnership.

C.H. KLEIN BRICK COMPANY

James C. Klein
James C. Klein, President

Daniel G. Klein
Daniel G. Klein, Vice President

C.H. AND C.P. KLEIN PARTNERSHIP

Daniel G. Klein
Daniel G. Klein, Partner

Alan C. Klein
Alan C. Klein, Partner

STATE OF MINNESOTA
COUNTY OF Carver

The foregoing instrument was acknowledged before me this 3rd day of September, 1985 by James C. Klein, President and Daniel G. Klein, Vice President of C.H. Klein Brick Company, a Minnesota Corporation, on behalf of the corporation.

Kristie A. Moldenhauer
Notary Public, Carver County, Minnesota
My commission expires 4-9-91

STATE OF MINNESOTA
COUNTY OF Carver

The foregoing instrument was acknowledged before me this 3rd day of September, 1985 by Daniel G. Klein and Alan C. Klein, partners of C.H. and C.P. Klein Partnership on behalf of the partnership.

Kristie A. Moldenhauer
Notary Public, Carver County, Minnesota
My commission expires 4-9-91

I hereby certify that I have surveyed and platted the property described on this plat as THE KLEIN BRICK YARD SECOND ADDITION, that this plat is a correct representation of said survey; that all distances are correctly shown in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown on the plat and that the outside boundary lines are correctly designated on the plat and that there are no public highways to be designed on the plat.

Edward J. Otto
Edward J. Otto, Minnesota License No. 14743

STATE OF MINNESOTA
COUNTY OF WRIGHT

The foregoing instrument was acknowledged before me this 25th day of July, 1985 by Edward J. Otto, Land Surveyor.

Wendy M. Otto
Notary Public, Wright County, Minnesota
My commission expires Sept. 25, 1987

Wendy M. Otto
Notary Public, Wright County, Minnesota
My Commission Expires 9/25/87

CHASKA PLANNING COMMISSION

This plat of THE KLEIN BRICK YARD SECOND ADDITION was approved by the Planning Commission of the City of Chaska, Minnesota, at a regular meeting held this 14th day of August, 1985.

PLANNING COMMISSION OF THE CITY OF CHASKA, MINNESOTA
By Henry J. Dabke Chairman

CHASKA, MINNESOTA

This plat of THE KLEIN BRICK YARD SECOND ADDITION was approved and accepted by the City Council of the City of Chaska, Minnesota, at a regular meeting held this 5th day of August, 1985, and is in compliance with the provisions of Minnesota Statutes Section 505.03, Subdivision 2.

CITY COUNCIL OF THE CITY OF CHASKA, MINNESOTA.

By Robert P. Kopylov Mayor

By Shirley Ruman Clerk

COUNTY SURVEYOR, Carver County, Minnesota

Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this 8th day of October, 1985.

By Theodore D. Kenna
Theodore Kenna, Carver County Surveyor

COUNTY AUDITOR, Carver County, Minnesota

I hereby certify that there are no delinquent taxes for all years prior to 1985 for land described on this plat and transfer entered. Dated this 10th day of October, 1985.

RICHARD J. STOLTZ, County Auditor

By Donna Stacken

COUNTY TREASURER, Carver County, Minnesota

I hereby certify that the taxes payable for the year 1985 for land described on this plat as THE KLEIN BRICK YARD SECOND ADDITION have been paid on this 10th day of October, 1985.

D.P. DAHLKE, County Treasurer

By Ph. Wenzel

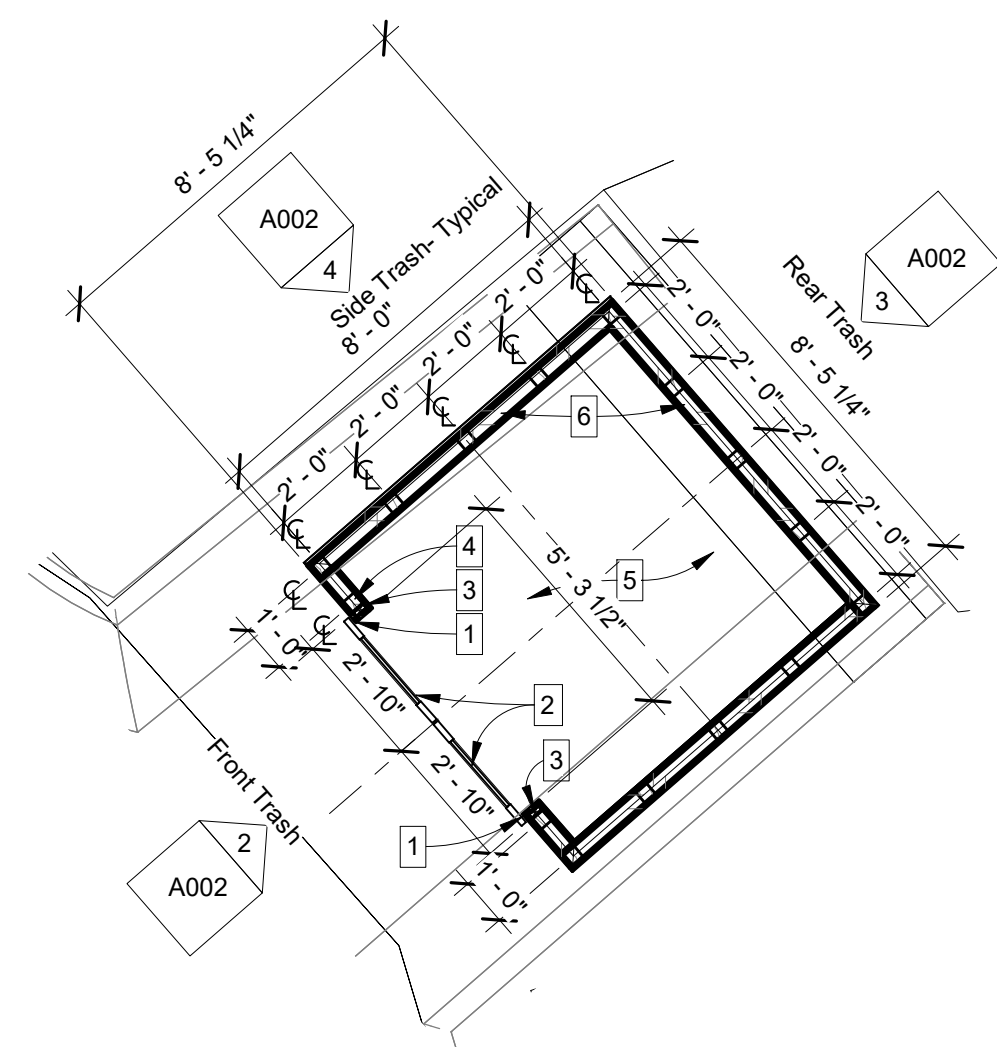
COUNTY RECORDER, Carver County, Minnesota

I hereby certify that this plat of THE KLEIN BRICK YARD SECOND ADDITION was filed this 10 day of October, 1985, at 3 o'clock P.M. as Document Number 73884.

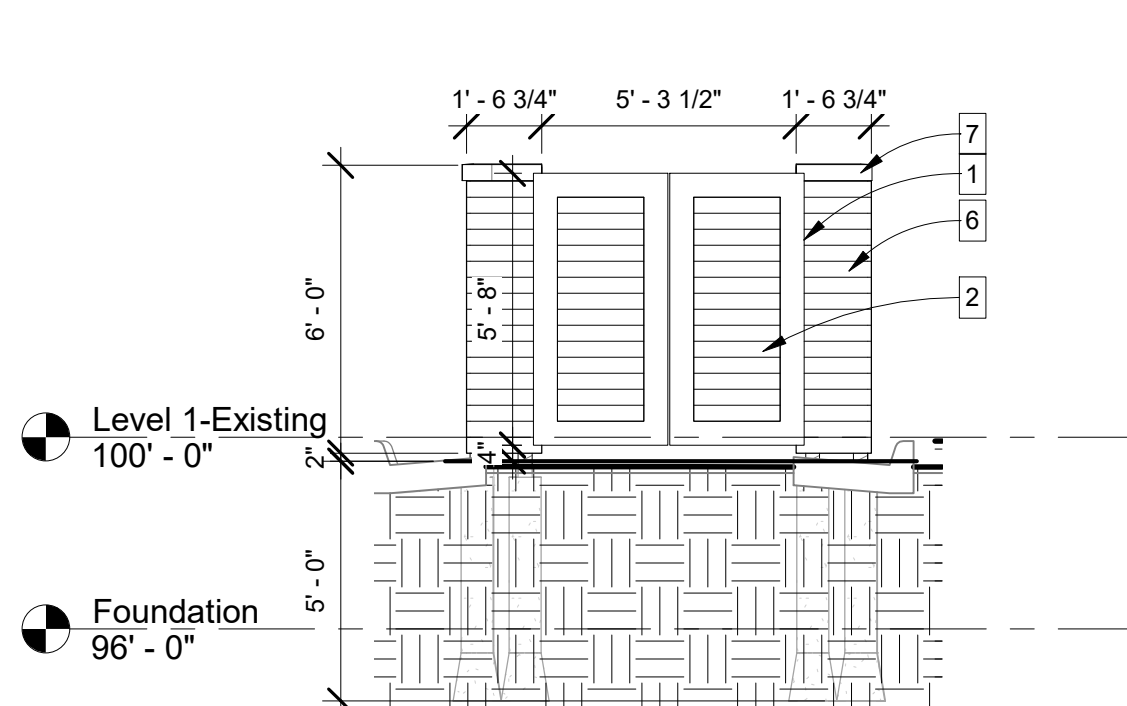
CARL W. HANSON JR., County Recorder

By Carl W. Hanson Jr.

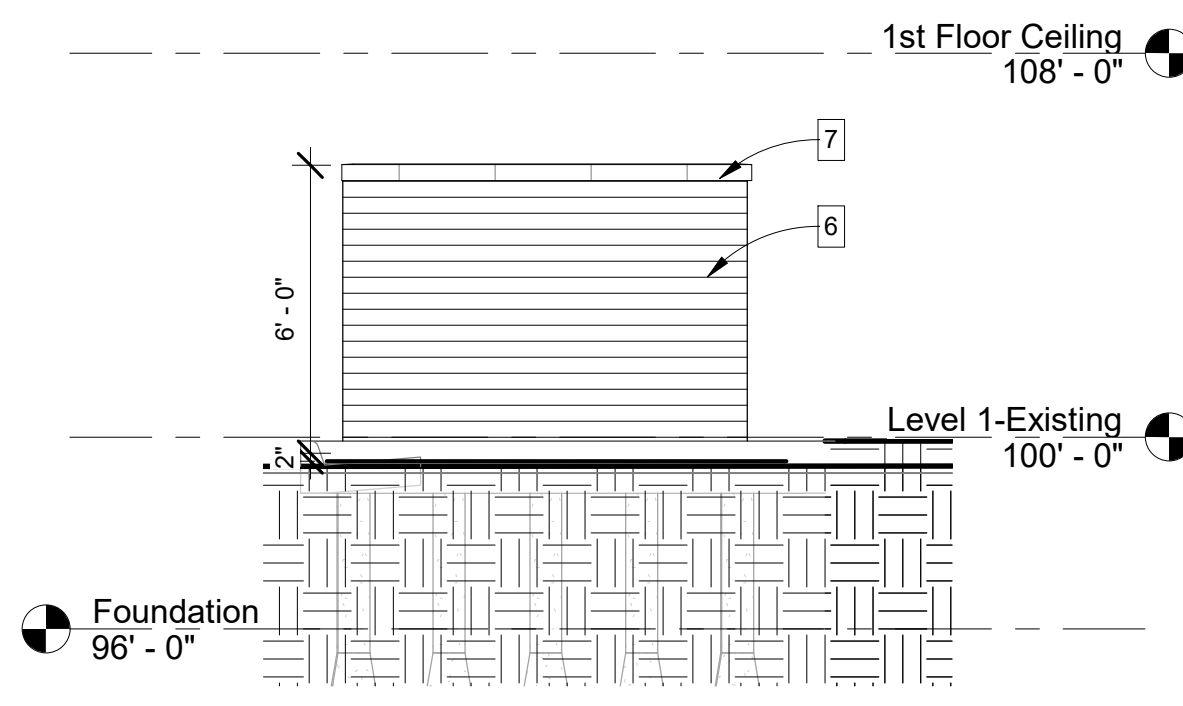




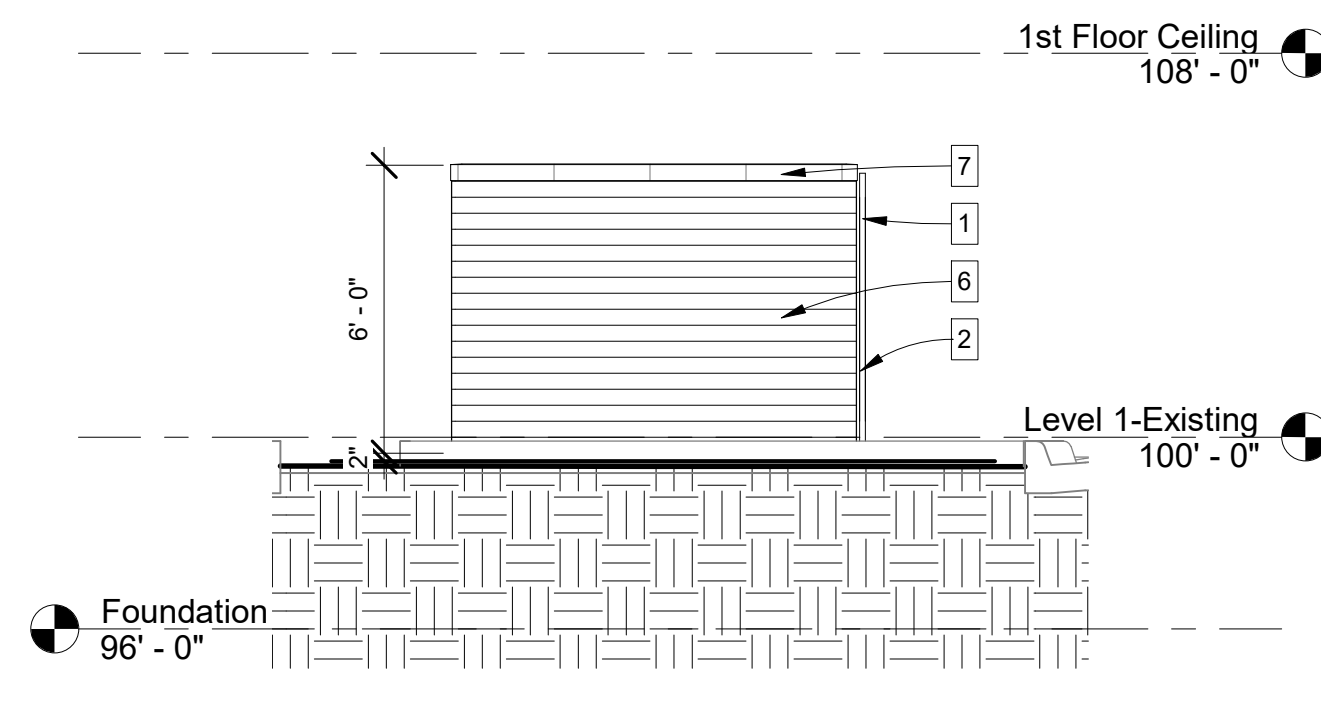
1 Site - Callout 1
1/4" = 1'-0"



2 Front Trash
1/4" = 1'-0"



3 Rear Trash
1/4" = 1'-0"



4 Side Trash - Typical
1/4" = 1'-0"

- 1 GATE HINGE- (3) PER PANEL- EMS HEAVY DUTY-52-63-8793
- 2 GATE PANEL-EMS WELDED ENCLOSURE FENCE SYSTEM- HARDY BOARD SYSTEM- PROVIDE SHOP DRAWINGS- 4" OFF GRADE 5'-8" HEIGHT- FIELD VERIFY OPENING SIZE IN FIELD
- 3 TREATED 2x4" WOOD JAMB SCREWED TO 4x4" AT (2) x 6" OC
- 4 TREATED 4x4" WOOD POSTS AT 2'-0" OC TYPICAL POURED INTO CAISSONS
- 5 4" CONCRETE SLAB SLOPED TOWARDS GATE AND INTO DRIVE
- 6 7" FIBER CEMENT BOARD SIDING- 5 3/4" EXPOSED- TYPICAL 2" ABOVE GRADE- 6'-0" MAXIMUM HEIGHT
- 7 4" METAL PARAPET CAP

Welded Enclosure/Fence & Gate Systems: Privacy & Sound Barriers

Self Mating Hardy Board System

2" x 3" Gate Frame x 24' 52-63-7983 Accepts 40-63-729 41-63-700	
2" x 3" Gate Frame Mullion x 24' 52-63-14391 Accepts 40-63-729 41-63-700	
2" x 6" Gate Frame x 24' 52-63-14390 Accepts 40-63-729 & 41-63-700	
6" Hardy Plank x 24' 40-63-729 self mating Fits 52-63-7983, 52-63-14390, 52-63-14391	

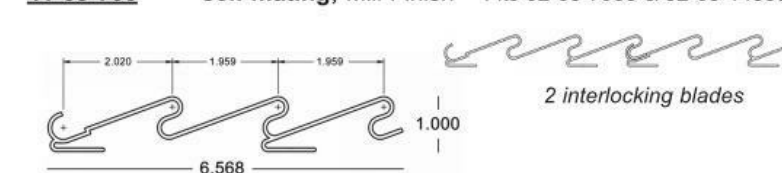
Features and Benefits:

- Ability to match existing structure's siding
- Sturdy Self-Mating & Interlocking panels

Applications:

- Commercial Dumpster Enclosures • Industrial Air Conditioning Enclosures
- Residential or Commercial Gates and Fencing

ALSO AVAILABLE: 2" Fixed Bahama Triple Blade x 12' self mating; Mill Finish Fits 52-63-7983 & 52-63-14358



Stiffeners, Enclosures & Gates 09



Stiffeners, Enclosures & Gates 11

EMS FL 1-800-432-2204 (561) 588-4780 - fax Additional Locations: West Palm Beach & Lakeland, FL; Newark, DE; Akron, OH; Van Buren, AR; Atlanta, GA and Dallas, TX website: www.EasternMetal.com e-mail: info@EasternMetal.com version: 01/04/19	EMS NC 1-800-343-8154 (704) 391-2267 - fax (281) 656-2297 - fax (314) 344-3349 - fax	EMS TX 1-800-996-6061 (281) 656-2297 - fax (314) 344-3349 - fax	EMS MO 1-888-822-6061 (314) 344-3349 - fax
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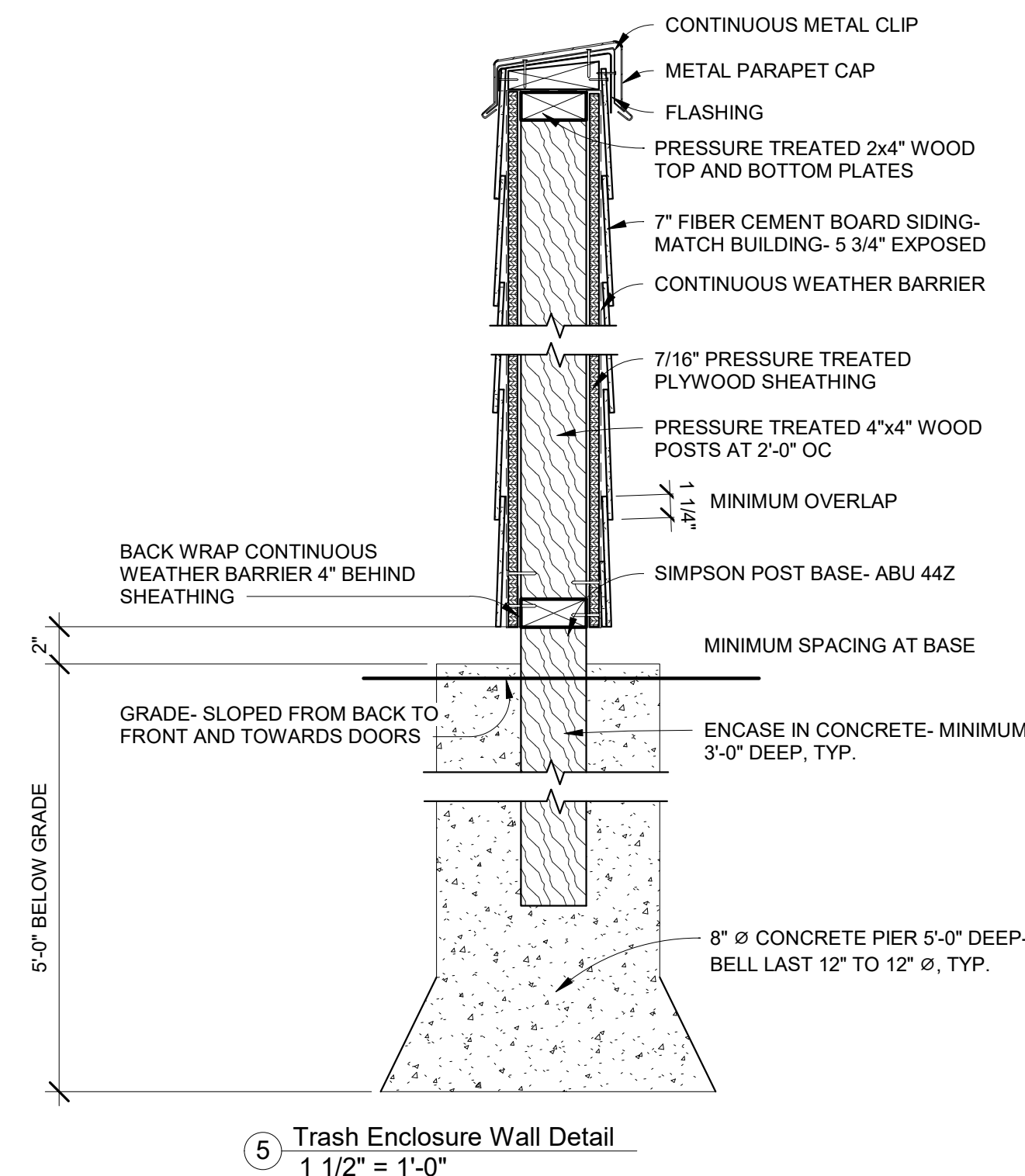
3" Universal Enclosure System

Multiple Insert Panels Available (below)

All ALUMINUM items are MILL FINISH.

0.938" x 3.5" Tongue & Groove Starter x 24' 40-63-728 Also mates with 40-63-727, 41-63-729; Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	0.938" x 3.5" Tongue & Groove Slat x 24' 40-63-727 SELF MATING Also mates with 40-63-728, 41-63-729; Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	0.938" x 6" Tongue & Groove Slat x 24' 41-63-729 SELF MATING Also mates with 40-63-727, 40-63-728; Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame
1" x 4" Tongue & Groove Slat x 21' 52-63-7686 SELF MATING Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	Vented Wall Panel x 16' 6" 65-63-100 SELF MATING Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	2" Fixed Bahama Triple Blade x 12' 41-63-700 SELF MATING Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame
3" Radius Tube x 24' 40-63-722 6063 T6 M/F Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	4" Radius Tube x 24' 40-63-724 6063 T6 M/F Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	5" Radius Tube x 24' 40-63-723 6063 T6 M/F Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame
5" Shadow Box Panel x 24' 56-63-905 Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	6" Hardy Plank x 24' 40-63-729 SELF MATING Fits 3" Universal Post & Panel/Enclosure System Also fits 2 x 3 Rectangular Frame	1" x 5.5" PVC ENDECK Board Woodland Series: Ashwood Beechwood Olivewood Forest Series: Cedar Chestnut Sequoia Slate

EMS FL 1-800-432-2204 (561) 588-4780 - fax Additional Locations: West Palm Beach & Lakeland, FL; Newark, DE; Birmingham, AL; Akron, OH and Van Buren, AR website: www.EasternMetal.com e-mail: info@EasternMetal.com version: 02/14/18	EMS NC 1-800-343-8154 (704) 391-2267 - fax (281) 656-2297 - fax (314) 344-3349 - fax	EMS TX 1-800-996-6061 (281) 656-2297 - fax (314) 344-3349 - fax	EMS MO 1-888-822-6061 (314) 344-3349 - fax
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5 Trash Enclosure Wall Detail
1 1/2" = 1'-0"

copyright © InSpire Architects Inc 2018



InSpire Architects
620 Civics Heights Drive,
#109
Circle Pines MN 55014
763-316-5342
Info@ArchitectMN.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota
Print Name: Jeffrey Hafferman AIA NCARB
Signature: *Jeffrey R. Hafferman*
2/25/2019 4:16:15 PM
License # 44333



Trash Enclosure
Sheet Title:
Project Name:
China Pagoda Restaurant
798 Yellow Brick Road
Chaska, MN 55314

Project number	2018-13
Drawn by	Author
Checked by	Checker
Conceptual Design	

A002

RELANDSCAPE THIS AREA- REMOVE DRIVE THROUGH SIGNAGE, ADD DIRECTIONAL SIGNAGE

GAS, ELECTRICAL, AND WATER UTILITY SERVICE TO BUILDING

ADD TRASH ENCLOSURE

NEW LIGHT FIXTURES ON EXISTING LIGHT POLE

SNOW STORAGE

CLOSE OFF DRIVE THRU

RESURFACE AND RESTRIPE PARKING LOT

PAINT DIRECTIONAL ARROWS

NEW LIGHT FIXTURES ON EXISTING LIGHT POLE

ONE WAY SIGN

S 78° 45' 18"W 175.58
UTILITY & DRAINAGE EASEMENT

RESTAURANT
2,299 SF

BIKE RACK

RESURFACE AND RESTRIPE EXISTING PARKING LOT

SNOW STORAGE AREA

EXISTING LIGHT POLE

UPDATE ACCESSIBLE PARKING

MAIN ENTRANCE

EXISTING FIRE HYDRANT

N 38° 48' 51" W 80.00
EASEMENT

N 89° 32' 09" W 207.33

S 51° 11' 09" W 29.34

NEW MONUMENT SIGN

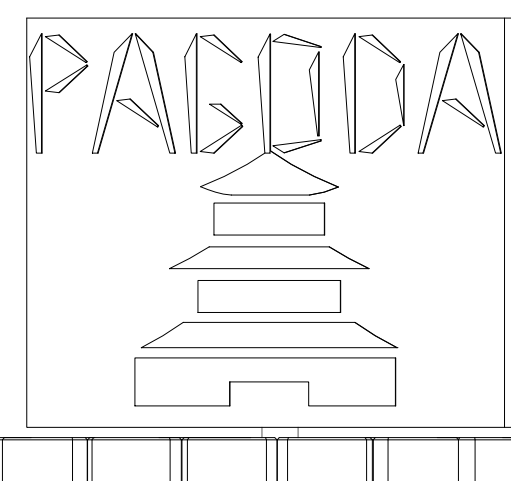
NEW LIGHT FIXTURE ON EXISTING LIGHT POLE

Preliminary Site Plan

1

1" = 10'-0"

22 PARKING SPACES
2-ACCESSIBLE SPACES



NEW MONUMENT SIGN- REUSING EXISTING SIGN BASE

5 New Monument Sign
1/2" = 1'-0"



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Print Name: Jeffrey Hafferman AIA NCARB
Signature: *Jeffrey R. Hafferman*
2/25/2019 4:16:44 PM
License # 44333

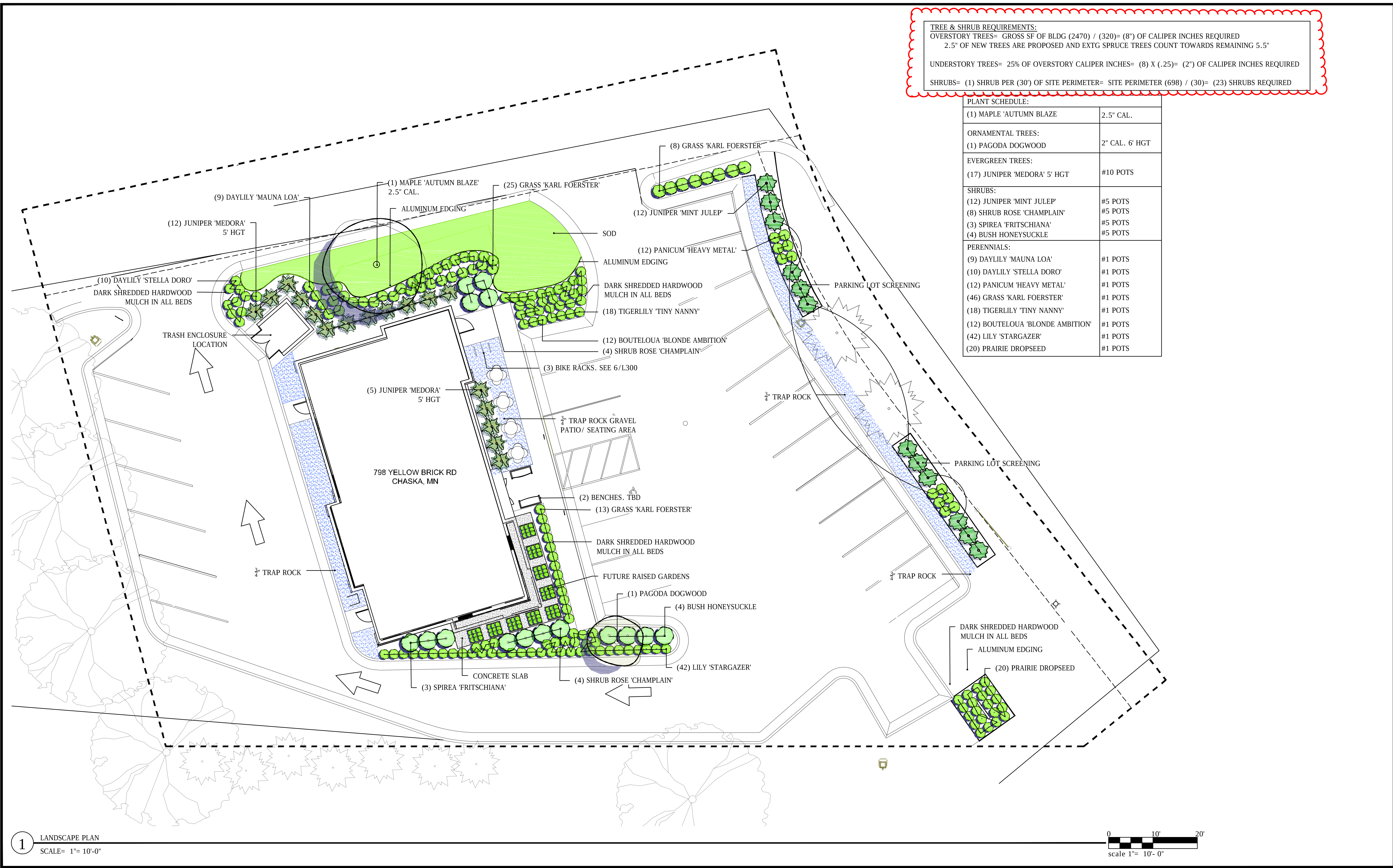


Sheet Title: Preliminary Site Plan Review
Project Name: China Pagoda Restaurant
798 Yellow Brick Road
Chaska, MN 55314

Project number 2018-13
Drawn by BF
Checked by JRH
Conceptual Design

P100

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TREE & SHRUB REQUIREMENTS:
OVERSTORY TREES= GROSS SF OF BLDG (2470) / (320)= (8") OF CALIPER INCHES REQUIRED
2.5" OF NEW TREES ARE PROPOSED AND EXTG SPRUCE TREES COUNT TOWARDS REMAINING 5.5"
UNDERSTORY TREES= 25% OF OVERSTORY CALIPER INCHES= (8) X (.25)= (2") OF CALIPER INCHES REQUIRED
SHRUBS= (1) SHRUB PER (30') OF SITE PERIMETER= SITE PERIMETER (698) / (30)= (23) SHRUBS REQUIRED



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Ben Erickson
Signature:

1/9/2019 11:05:39 AM
License # 50130



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is a landscape designs, llc
612-382-0902
ben@belanddesigns.com

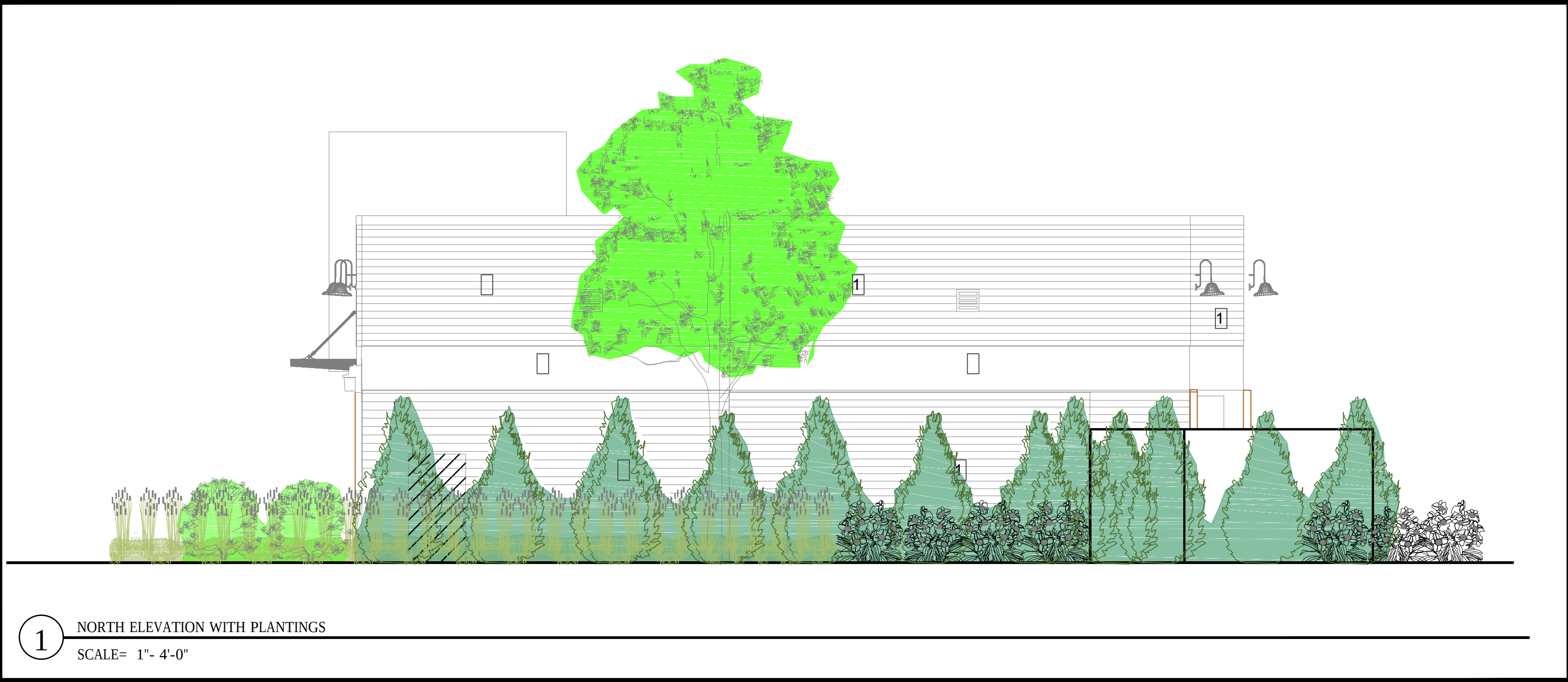


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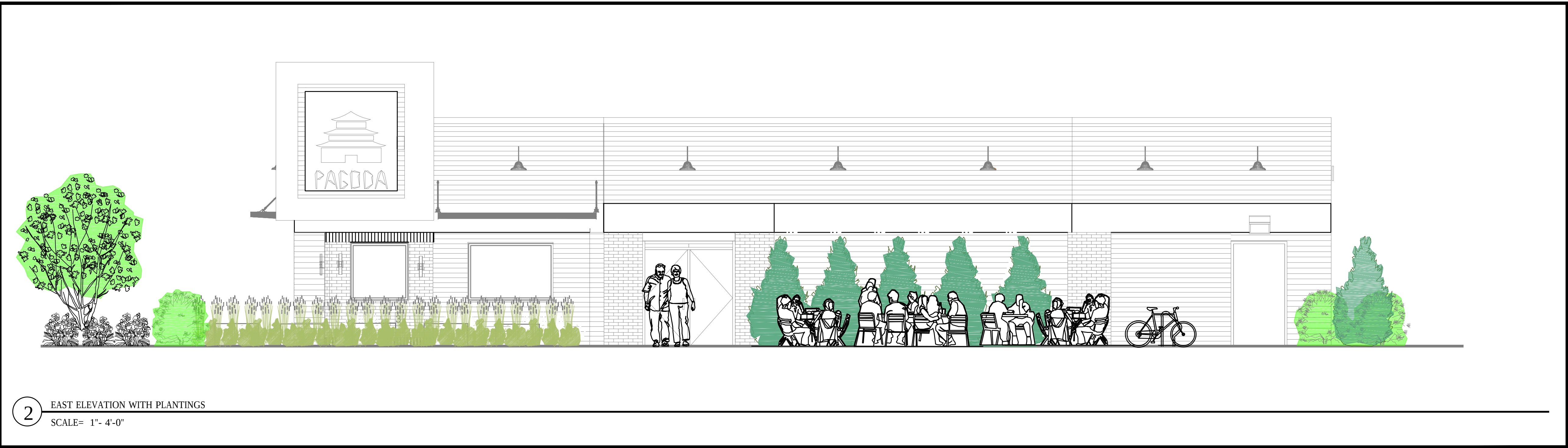
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L200





1 NORTH ELEVATION WITH PLANTINGS
SCALE= 1"= 4'-0"



2 EAST ELEVATION WITH PLANTINGS
SCALE= 1"= 4'-0"



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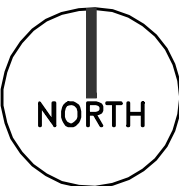
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Project number 2018-13
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LANDSCAPE DETAILS

L400



Tower Ht
119' - 4"

Level 1-Existing
100' - 0"

① South-Revised-Presentation
1/4" = 1'-0"

MATERIAL SQUARE FOOTAGE

1. FIBER CEMENT BOARD	319.2 SF	47%
2. FLAT METAL PANEL-LIGHT CHAMPAGNE	152.6 SF	22%
3. BRICK	82.6 SF	12%
4. GLASS	82.7 SF	12%
5. SIGN	42.4 SF	6%
TOTAL	680 SF	

ELECTRICAL
PANEL

Roof
116' - 0"

Level 1-Existing
100' - 0"

② North-Revised-Presentation
1/4" = 1'-0"

MATERIAL SQUARE FOOTAGE

1. FIBER CEMENT BOARD	484.3 SF	71%
2. FLAT METAL PANEL-LIGHT CHAMPAGNE	147.7 SF	22%
3. BRICK	48 SF	7%
4. GLASS	0 SF	0%
TOTAL	680 SF	

GAS METER

CMU
TRASH
ENCLOSURE

BUILDING MATERIAL SQUARE FOOTAGE TOTALS

1. FIBER CEMENT BOARD	2,317 SF	62%
2. FLAT METAL PANEL-LIGHT CHAMPAGNE	802 SF	22%
3. BRICK	291 SF	8%
4. GLASS	228 SF	6%
5. SIGN	84.4 SF	2%
TOTAL	3,722 SF	

Roof
116' - 0"

Level 1-Existing
100' - 0"

③ East-Revised-Presentation
1/4" = 1'-0"

MATERIAL SQUARE FOOTAGE

1. FIBER CEMENT BOARD	632.6 SF	55%
2. FLAT METAL PANEL-LIGHT CHAMPAGNE	251 SF	22%
3. BRICK	135 SF	12%
4. GLASS	96 SF	8%
5. SIGN	42.4 SF	4%
TOTAL	1157	

Roof
116' - 0"

Level 1-Existing
100' - 0"

④ West-Revised-Presentation
1/4" = 1'-0"

MATERIAL SQUARE FOOTAGE

1. FIBER CEMENT BOARD	881.6 SF	76%
2. FLAT METAL PANEL-LIGHT CHAMPAGNE	250.4 SF	22%
3. BRICK	25 SF	2%
4. GLASS	49 SF	4%
TOTAL	1157 SF	



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Hafferman AIA NCARB
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China Pagoda Restaurant
798 Yellow Brick Road
Chaska, MN 55314

Sheet Title: Preliminary Site Plan Review

Project Name:

Project number 2018-13

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Metal Wall Panel Example



Metal Awning Example



Chaska Brick, Fiber Cement, and
Soldier Course Example

Soldier Couse Brick



Chaska Brick



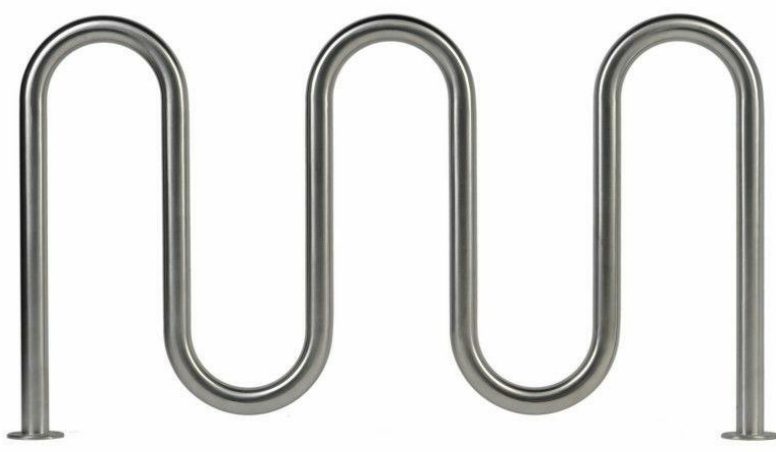
Light Champagne Metal Panels



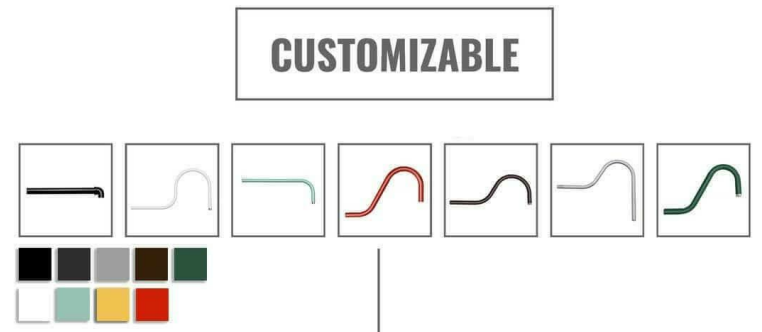
Fiber Cement Board Siding



Metal Awnings



Bike Rack



Goose Neck Lighting



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Pagoda Chinese Restaurant

Luminaire Schedule							
Symbol	Qty	Item No.	LLF	Description	Mt Height	Tilt (Deg)	
	3	83971	0.950	LED STEALTH 150W/50K/120V/DIMM	20	0	
	1	83971 x 2 @ 60Deg	0.950	LED STEALTH 150W/50K/120V/DIMM	20	0	
	10	L011706002	0.950	SPJ 49-01	12	0	

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking lot	Illuminance	Fc	3.07	23.7	0.1	30.70	237.00

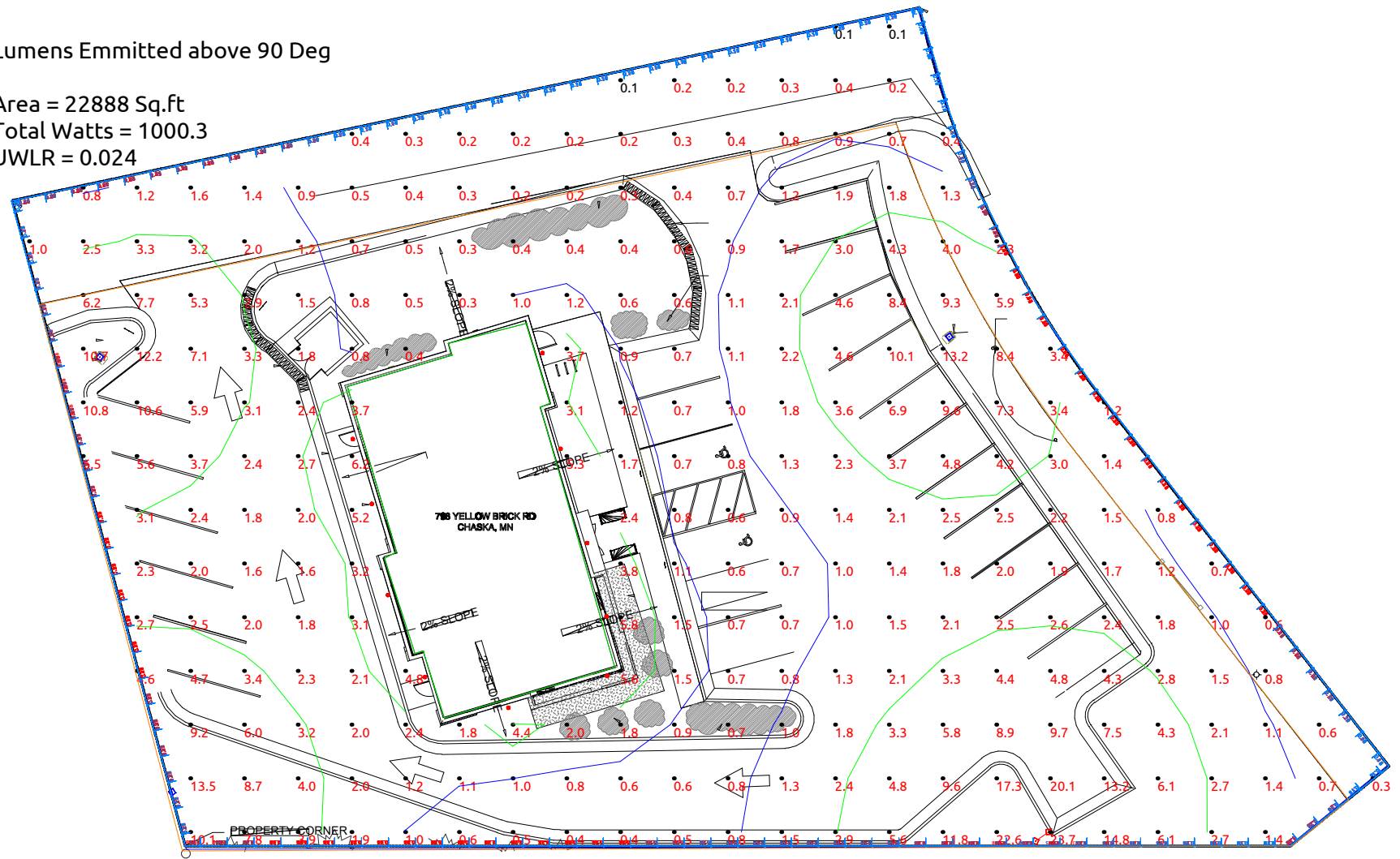
UWLR Area Summary		
Label	Area	UWLR
Lumens Emmitted above 90 Deg	22888	0.024

Date:3/11/2019 TGJ

Page 1 of 4

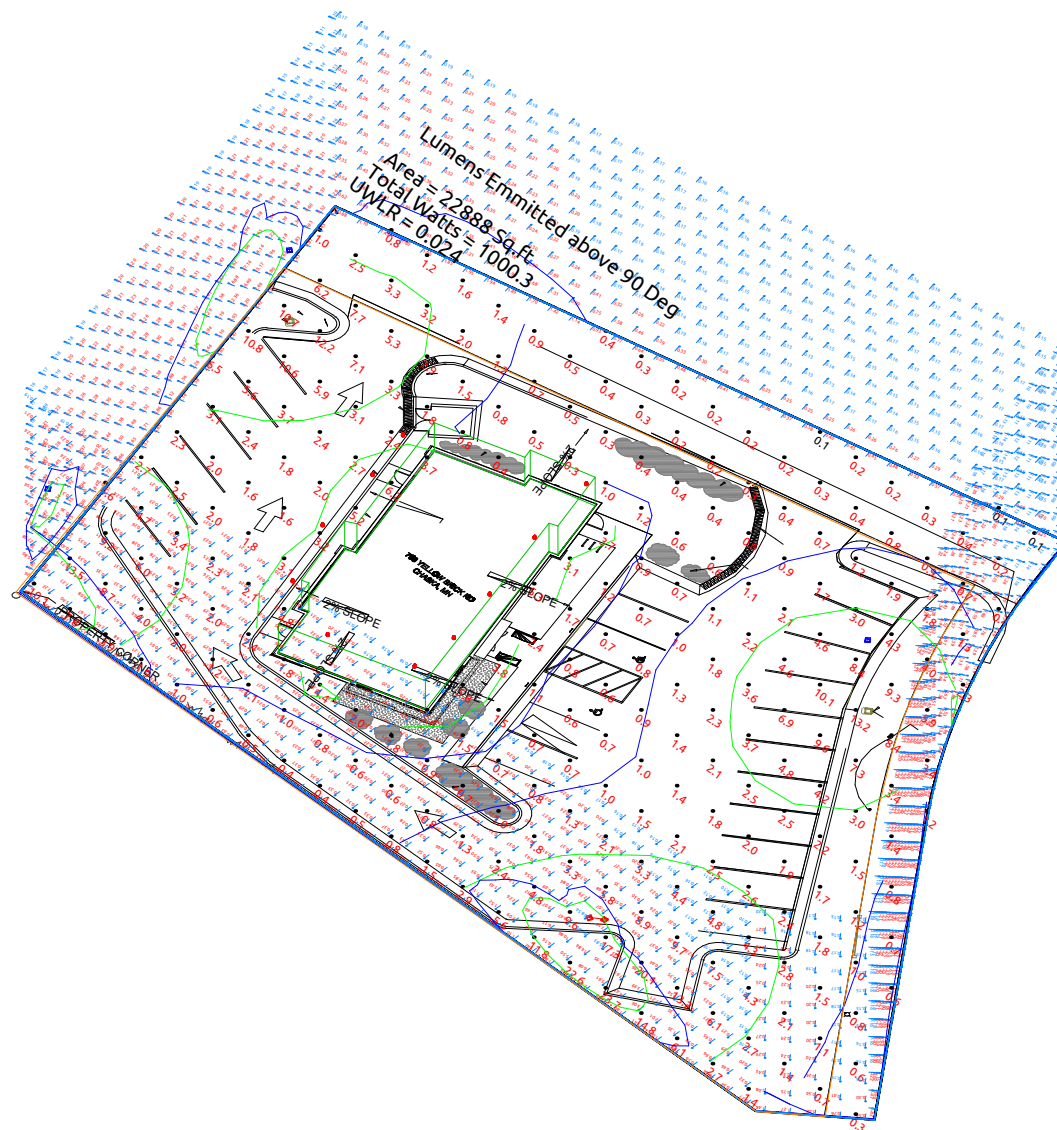
Lumens Emmitted above 90 Deg

Area = 22888 Sq.ft
Total Watts = 1000.3
UWLR = 0.024



Date:3/11/2019 TGJ

Page 2 of 4



Date:3/11/2019 TGJ

Page 3 of 4



Note: Calculations are based on procedures established by the Illumination Engineering Society of North America, or industry practice. Computer performance based on input data as provided by and which is the sole responsibility of the user. Premium Quality Lighting cannot be held responsible for the variations in actual situations which can affect calculated output.

Date:3/11/2019 TGJ

Page 4 of 4



Item#: **83971**

LED STEALTH™ FIXTURE

OUTDOOR POLE/ARM-MOUNTED AREA AND
ROADWAY LUMINAIRES • ARCHITECTURAL FLOOD
AND SPOT LUMINAIRES

FEATURES

- Engineered for high lumen per watt light output.
- Slim and modern appearance.
- Integrated heat sink, provides excellent thermal dissipation.
- Surge protection device.
- Easy 1 person installation with our quick mount bracket and hinged door frame; installer can be hands free when establishing electrical connections.

APPLICATION

Parking lot, street and building perimeter lighting. Can be used as flood or area light.

ELECTRICAL

Wattage	147W
Voltage	120-277V
Current	1.233A
Power Factor	0.9
Total Harmonic Distortion (THD)	14.2

LIGHTING PERFORMANCE

Lumens	20723
Lumens Per Watt (Lm/W)	141
Color Temperature (CCT)	5000K
Color Rendering (CRI)	84
R9 (Red Value)	N/A
R13 (Skin Tones)	N/A
Beam Angle	Type III M
Light Distribution	Type IV, Short
Dimmable Lighting Control	<i>Dimmable</i> 0-10V, Range 10% - 100%

ENVIRONMENT

Operating Temperature	-40° ~ 131°F
Suitable Location	WET
Ingress Protection Rating	IP66

LIFESPAN

Average Life (Hours)	50,000
Warranty (Years)	5

COMPONENTS

LED Light Source	Luxeon 3030 2D
Driver	Sosen SS-150E-58B

CONSTRUCTION

Housing	Aluminum
Lens	PC
Base / Power Supply	Hard Wire / Surge Protector
Finish	Bronze
Effective Projected Area (EPA)	0.23ft ²

QUALIFICATIONS

Model Number	L-STL-150-5000K-MV-D-YY-ZZ-3
--------------	------------------------------



Visit www.designlights.org/search to confirm qualification. • Published lumens on LED products are approximate and may vary slightly.

Item#: **83971**
LED STEALTH™ FIXTURE



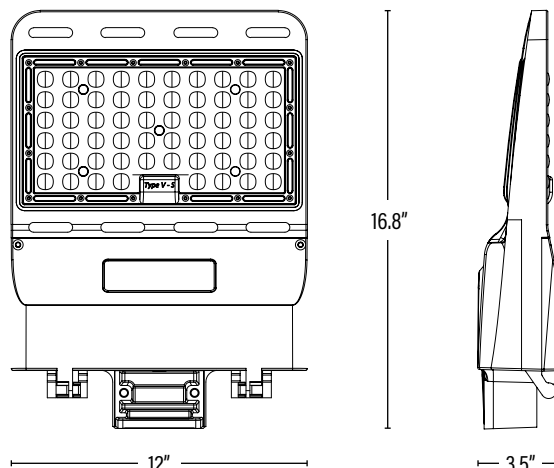
DIMENSIONS (Inches)

Length (MOL)	16.8"
Width/Diameter (MOD)	12"
Height	3.5"
Weight (Lbs)	--

Line drawings may not be to scale and are for general reference only.

SUPPORTING DOCUMENTS (Grey = not available at this time.)

Product Sheet	VIEW
Install Instructions	VIEW
Surge Protector	VIEW
IES Download from Web Item	VIEW
LM79	VIEW
LM80	VIEW



PACKAGING

		UPC	DIMENSIONS (LxWxH)	GROSS WEIGHT (Lbs)
Master Carton	1	811768028249	--	--
Country of Origin	China			
HS Tariff	9405.40.8200			

ORDERING* Qualification Model # L-STL-150-5000K-MV-D-YY-ZZ-3

ITEM#	DESCRIPTION	CASE
83971	LED STEALTH™ 150W/50K/120-277V/DIMMABLE/BRONZE/V2 - SUPERIOR LIFE® DLC	1

ACCESSORIES/REPLACEMENT PARTS

83960	QUICK-MOUNT TRUNNION MOUNT BRACKET FOR STEALTH™/BRONZE/V2 - SUPERIOR LIFE®	10
83956	QUICK-MOUNT ADAPTER TO MOUNT ON ROUND OR FLAT POLE FOR STEALTH™/BRONZE/V2 - SUPERIOR LIFE®	10
83955	QUICK-MOUNT SLIP FITTER FOR STEALTH™/BRONZE/V2 - SUPERIOR LIFE®	10
83646	ADAPTER TO MOUNT A SLIP FITTER ON A FLAT POLE OR WALL/BRZ/V2 - SUPERIOR LIFE®	1
83963	PHOTO CONTROL FOR LED STEALTH™ V2 FIXTURE	50
SS-150E-58B	150 WATT DIMMABLE LED REPLACEMENT DRIVER	1

ADDITIONAL INFORMATION:

Family Item(s): 83972 - White Finish
83973 - Bronze Finish w/Dimming and Occupancy Sensor
83982 - Bronze Finish - 480V

*The mounting bracket is not included with the fixture, it is ordered as a separate item number. For DLC qualification one of the Quick-Mount brackets must be purchased.

PERFORMANCE DATA

PACKAGING

STANDARD

Aluminum Shade
with Glass and Guard Options

GOOSE NECK EXTERIOR LIGHT FIXTURE

Catalog #:

Project:

Date:

Type:

Notes:

Electrical

- 120V input (277V available in arm and post option only)
- Integrated power supply allows the fixture to be connected directly into line voltage
- Pre-wired and ready for install
- LED is dimmable with Incandescent/Triac dimmers

Mounting

- 1/2" or 3/4" IP for arms. Flush mount, stems and post available only in 1/2"
- 9' Pendant cord available in black or white cord (includes 5" canopy with the same finish as the shade)

Finishes

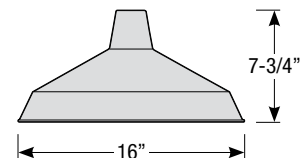
- Shade and mounting finish options
- Available in 21 standard and 2 specialty finishes with optional coastal coating to protect finish in coastal environments (add "-C" to the finish)
- Inner shade is painted gloss white
- Consult factory for custom finish options

Optional Accessories

- Glass, Cast Guard, Wire Cage or Wire Guard options available

Listing

UL listed to US and Canadian standards for wet locations



Standard Order Matrix (Example: RS16MBK-2)

Diameter	Lamp	Finish	Coastal Coating Option	Optional Accessories	Mounting Type
RS16 (16")	☐ M (Medium Base, 100W max.) ☐ GU2413 ¹ (13W GU24 / 2700K) ☐ GU2418 ¹ (18W GU24 / 2700K) ☐ GU2426 ¹ (26W GU24 / 2700K) ☐ GU2432 ^{1,2} (32W GU24 / 2700K) ☐ GU2442 ^{1,2} (42W GU24 / 2700K) ☐ LED1127 ^{1,3} (11W LED / 2700K / 90 CRI / 1188lm) ☐ LED1130 ^{1,3} (11W LED / 3000K / 90 CRI / 1265lm) ☐ LED1135 ^{1,3} (11W LED / 3500K / 90 CRI / 1305lm) ☐ LED1140 ^{1,3} (11W LED / 4000K / 90 CRI / 1364lm) ☐ LED1527 ^{1,3} (15W LED / 2700K / 90 CRI / 1620lm) ☐ LED1530 ^{1,3} (15W LED / 3000K / 90 CRI / 1725lm) ☒ LED1535 ^{1,3} (15W LED / 3500K / 90 CRI / 1780lm) ☐ LED1540 ^{1,3} (15W LED / 4000K / 90 CRI / 1860lm)	☐ ABL (Aegean Blue) ☐ BB (Burnished Bronze) ☐ BK (Gloss Black) ☐ BLU (Blue) ☐ DVG (Dove Gray) ☐ FLG (Flannel Gray) ☐ GA (Galvanized) ☐ LG (Lime Green) ☐ MB (Matte Black) ☐ MBL (Midnight Blue) ☐ PNA (Painted Natural Aluminum) ☐ PNC (Painted Natural Copper) ☐ RD (Red) ☐ SA (Satin Aluminum) ☐ SGR (Sage Green) ☐ SGW (Semi Gloss White) ☒ SND (Sand) ☐ SS (Satin Silver) ☐ TBZ (Textured Bronze) ☐ TGP (Textured Graphite) ☐ TNG (Tangerine) ☐ TTL (Tahitian Teal) ☐ WT (Gloss White)	☒ (blank) (No coating) ☐ -C ⁴ (Coating)	☐ -CG (Clear Glass) ☐ -FG (Frosted Glass) ☐ -OG (Opal Glass) ☐ -CGG (Clear Glass w/ Cast Guard) ☐ -FGG (Frosted Glass w/ Cast Guard) ☐ -OGG (Opal Glass w/ Cast Guard) ☐ -CGWC (Clear Glass w/ Wire Cage) ☐ -FGWC (Frosted Glass w/ Wire Cage) ☐ -OGWC (Opal Glass w/ Wire Cage) ☐ -WG (Wire Guard)	☐ -2 (1/2" IP) ☒ -3 (3/4" IP) ☐ -B (Black Cord Pendant) ☐ -W (White Cord Pendant) ☐ -F (Flush Mount)

1. Lamp included
2. Not for use in glass/cast guard/wire cage
3. Glass enclosure must be specified

4. Satin aluminum cannot be coated

KEY: Standard Finishes

☒ ABL (Aegean Blue)	☒ LG (Lime Green)	☒ SGR (Sage Green)
☒ BB (Burnished Bronze)	☒ MB (Matte Black)	☒ SGW (Semi Gloss White)
☒ BK (Gloss Black)	☒ MBL (Midnight Blue)	☒ SND (Sand)
☒ BLU (Blue)	☒ PNA (Painted Natural Aluminum)	☒ SS (Satin Silver)
☒ DVG (Dove Gray)	☒ PNC (Painted Natural Copper)	☒ TBZ (Textured Bronze)
☒ FLG (Flannel Gray)	☒ RD (Red)	☒ TGP (Textured Graphite)

Specialty Finishes

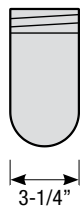
☒ TNG (Tangerine)	☒ GA (Galvanized)
☒ TTL (Tahitian Teal)	☒ SA (Satin Aluminum)
☒ WT (Gloss White)	

Revised 06/01/2018



STANDARD
Aluminum Shade
with Glass and Guard Options

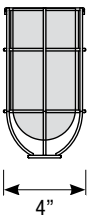
Catalog #:
Project: Type:
Date: Notes:



- Glass Enclosure**
- Glass is available in clear (-CG), frosted (-FG) or opal (-OG)



- Cast Guard with Glass Enclosure**
- Cast guard can be specified in all standard and specialized finishes, and will match shade finish unless otherwise specified (Note: For galvanized shade finishes, cast guard is unfinished Raw Aluminum)
 - Glass is available in clear (-CGG), frosted (-FGG) or opal (-OGG)



- Wire Cage with Glass Enclosure**
- Wire cage can be specified in all standard and specialized finishes, and will match shade finish unless otherwise specified (Note: For galvanized shade finishes, wire cage is finished in Painted Natural Aluminum)
 - Glass is available in clear (-CGWC), frosted (-FGWC) or opal (-OGWC)



- Wire Guard (-WG)**
- Wire cage can be specified in all standard and specialized finishes, and will match shade finish unless otherwise specified (Note: For galvanized shade finishes, wire guard is finished in Painted Natural Aluminum)



STANDARD

Aluminum Shade
with Glass and Guard Options

Catalog #:

Project:

Date:

Type:

Notes:

Arm Mount Order Matrix (Example: 3SL23BK)

Pipe	Arm Type	Finish	Coastal Coating Option	Input Voltage
☐ 2 (1/2" IP)	☐ SL23 (Small Loop - 23")	☐ ABL (Aegean Blue)	☒ (blank) (No coating)	☐ (blank) (120V)
☒ 3 (3/4" IP)	☐ SL30 (Small Loop - 30")	☐ BB (Burnished Bronze)	☐ -C* (Coating)	☐ -27 (277V)
	☐ LL23 (Large Loop - 23")	☐ BK (Gloss Black)		
	☐ LL30 (Large Loop - 30")	☐ BLU (Blue)		
	☐ LC18 (Curve Arm - 18")	☐ DVG (Dove Gray)		
	☐ LC24 (Curve Arm - 24")	☐ FLG (Flannel Gray)		
	☐ LC30 (Curve Arm - 30")	☐ GA (Galvanized)		
	☐ LM18 (Miter Arm - 18")	☐ LG (Lime Green)		
	☐ LM24 (Miter Arm - 24")	☐ MB (Matte Black)		
	☐ LM30 (Miter Arm - 30")	☐ MBL (Midnight Blue)		
	☐ SA18 (Sign Arm - 18")	☐ PNA (Painted Natural Aluminum)		
	☐ SA23 (Sign Arm - 23")	☐ PNC (Painted Natural Copper)		
	☐ LSA23 (Large Loop Sign Arm - 23")	☐ RD (Red)		
	☒ LSA30 (Large Loop Sign Arm - 30")	☐ SA (Satin Aluminum)		
	☐ A6 (Straight Arm - 6")	☐ SGR (Sage Green)		
	☐ A12 (Straight Arm - 12")	☐ SGW (Semi Gloss White)		
	☐ A18 (Straight Arm - 18")	☒ SND (Sand)		
	☐ A24 (Straight Arm - 24")	☐ SS (Satin Silver)		
	☐ A30 (Straight Arm - 30")	☐ TBZ (Textured Bronze)		
	☐ MA18 (Modern Arm - 18")	☐ TGP (Textured Graphite)		
	☐ MA24 (Modern Arm - 24")	☐ TNG (Tangerine)		
	☐ MA30 (Modern Arm - 30")	☐ TTL (Tahitian Teal)		
		☐ WT (Gloss White)		

Standard Finishes

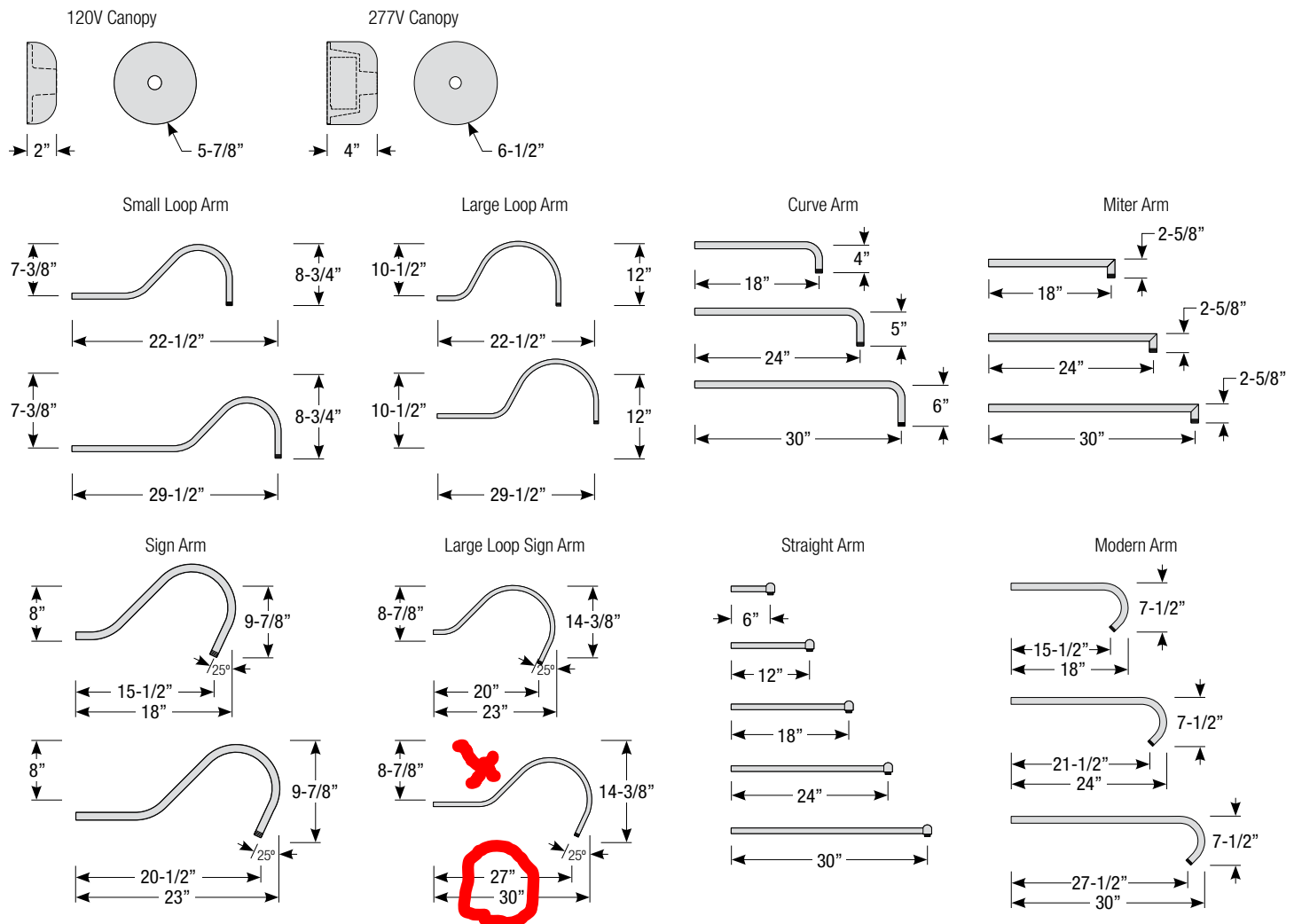
☒ ABL (Aegean Blue)	☐ PNC (Painted Natural Copper)
☐ BB (Burnished Bronze)	☐ RD (Red)
☐ BK (Gloss Black)	☐ SGR (Sage Green)
☐ BLU (Blue)	☒ SGW (Semi Gloss White)
☐ DVG (Dove Gray)	☐ SND (Sand)
☐ FLG (Flannel Gray)	☐ SS (Satin Silver)
☐ LG (Lime Green)	☐ TBZ (Textured Bronze)
☐ MB (Matte Black)	☐ TGP (Textured Graphite)
☐ MBL (Midnight Blue)	☐ TNG (Tangerine)
☐ PNA (Painted Natural Aluminum)	☐ TTL (Tahitian Teal)
	☐ WT (Gloss White)

Specialty Finishes

☐ GA (Galvanized)	☐ SA (Satin Aluminum)
--	--

Note: All arm mounts include canopy

4. Satin aluminum cannot be coated



Revised 06/01/2018

REQUEST FOR ACTION CHASKA CITY COUNCIL 03/18/2019

**Subject: Approve Issuance and Sale of Temporary Financing for
MN HWY 212 and CSAH 44 Interchange Project**

Prepared By: Noel Graczyk, Administrative Services Director

Overview

The City of Chaska approached four local banks and two regional banks, through a request for qualifications process, to propose terms to finance a tax-exempt Draw Down Line of Credit (LOC) of up to \$20.0 million. This LOC will be used by the City to finance construction and cashflow needs related to the joint MN Hwy-212 and CSAH-44 interchange project. The City Council will need to adopt a resolution issuing \$20,000,000 General Obligation Temporary State Aid Street Bonds, Series 2019A.

Background

A Draw Down Line of Credit (LOC) to be placed by the City will be used to finance construction and cashflow needs related to the joint MN Hwy-212 and CSAH-44 interchange project. Project costs for this joint project between the State of Minnesota, Carver County and the City are estimated as follows.

<u>SOURCES</u>	<u>AMOUNT</u>
State (bonding bill grant), reimbursement	\$10,134,000
Carver County, reimbursement	\$ 4,555,000
City	<u>\$ 5,311,000</u>
Total	\$20,000,000

The proposed LOC will have a term of two years, expiring April 1, 2021. This will allow the City to access the LOC during both the 2019 and 2020 construction seasons. The City portion of the project will then be financed by future bonded debt to be issued by the City in either 2020 or 2021.

On Wednesday, March 13, 2019 the City accepted Requests for Qualifications (RFQ) for a \$20.0 million LOC. Two banks submitted three proposals. Attached is a summary of the proposals received. The proposal from USBank had a variable rate but the proposal was found to be priced higher and required significant additional documentation and administration requirements.

Old National Bank (ONB) (fka: KleinBank) submitted two proposals: the first a variable rate, and the second a 2.58% fixed rate. After reviewing all three proposals with Springsted, Municipal Advisor to the City, it was agreed to move forward with just the fixed rate proposal from ONB. Mr. Paul Steinman, Vice President at Springsted will be at the meeting to review the proposal process and will present a recommendation memo from Springsted.

Dorsey and Whitney. LLP, Bond Counsel to the City will be drafting a resolution for issuance of the temporary financing. This proposed resolution will be available at the meeting. Staff recommends acceptance of the fixed rate proposal from ONB to place a \$20.0 million LOC for the interchange project.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution Authorizing Issuance, Awarding Sale, Prescribing The Form And Details And Providing For The Payment of \$20,000,000 General Obligation Temporary State Aid Street Bonds, Series 2019A.

**City of Chaska, Minnesota
\$20M Line of Credit**

	Old National Bank	Old National Bank	US Bank
Type of Transaction:	Variable Rate	Fixed Rate	Variable Rate
Documentation Requirements:	None other than Bond Counsel documents	None other than Bond Counsel documents	Yes - CCA
Origination Fee:	\$5,000	\$5,000	\$0
Unused Commitment Fee:	No	N/A	20bps subject to downgrade pricing
Bank Counsel:	Faegre Baker Daniels	Faegre Baker Daniels	Kutak Rock
Bank Counsel Fee:	\$5,000	\$5,000	\$25,000
Fixed Rate:	N/A	2.58%	N/A
% Spread to LIBOR:	79% of 3 Month LIBOR	N/A	80% of 1 Month LIBOR
Credit Spread:	50bps	N/A	45bps
Current VR As of March 11, 2019	2.56052%	N/A	2.44910%
Optional Prepayment:	O.K. with what is proposed	O.K. with what is proposed	O.K. with what is proposed but on an interest payment date. See RFQ for further language on breakage fee.

Tel: 651-223-3000

Fax: 651-223-3002

www.springsted.com

TO: Noel Graczyk, Administrative Services Director

FR: Dave MacGillivray and Paul Steinman

SUBJECT: Request for Proposals for line of credit

The purpose of this memo is to provide the results of the request for proposals for a \$20M line of credit and a recommendation of the winning bidder. Such request for proposals was to establish a flexible and available low-cost financing source for the Interchange Project.

On March 6 Springsted sent a summary of terms to banks to ask for their proposals to fulfill a \$20M draw down bond or line of credit. The summary of terms was sent to the following banks:

- BankVista
- Charter Bank
- KleinBank (soon to be known as Old National Bank)
- Security Bank and Trust Co.
- US Bank
- Wells Fargo

Proposals were only received from Old National Bank and US Bank:

[illegible]

After reviewing the two proposals we recommend Old National Bank for the following reasons:

- USB requires a CCA (Continuing Covenant Agreement) which is a fairly complex legal document, the negotiation of which would add time, cost and potentially a number of contractual commitments to the financing program.
- Old National Bank will use mainstream City legal documents, and in its proposal did not include onerous contractual requirements.
- USB proposed an “unused commitment” fee meaning a fee would be assessed on a quarterly basis on any unused portion of the \$20M. We estimated this fee to be approximately \$26,000 over the term, based upon the draw down schedule.
- Old National Bank does not propose an unused commitment fee
- USB estimated total fees of \$15,000 in excess of Old National Banks fees.
- USB proposed a benchmark to an index (LIBOR) which resulted in only a slightly lower variable rate (12 basis points – 12/100ths of 1%) than Old National Bank, not enough in our opinion to overcome the excess fees and the CCA requirement.

Old National Bank proposed both a fixed rate AND a variable rate (VR) deal. Based on the LIBOR index as of March 11, the VR deal at 2.56% was only 2 basis points better than the fixed at 2.58%. After some discussion including the reset risk of the variable rate and our view that the index (LIBOR) to which the VR is tied is more likely to increase vs. decrease over the next 24 months, we recommend the fixed rate proposed at 2.58%.

Paul Steinman will be in attendance at Monday night's meeting to answer any questions of the Council.

CERTIFICATION OF MINUTES RELATING TO
\$20,000,000 GENERAL OBLIGATION TEMPORARY STATE AID STREET BONDS,
SERIES 2019A

Issuer: City of Chaska, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held March 18, 2019, at 7:00 p.m., at City Hall.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. 2019-25

RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$20,000,000 GENERAL
OBLIGATION TEMPORARY STATE AID STREET BONDS,
SERIES 2019A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the Bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said Bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer March ___, 2019.

City Administrator

Councilmember _____ introduced the following resolution and moved its adoption, which motion was seconded by Councilmember _____:

RESOLUTION NO. 2019-25

**RESOLUTION AUTHORIZING ISSUANCE, AWARDING
SALE, PRESCRIBING THE FORM AND DETAILS AND
PROVIDING FOR THE PAYMENT OF \$20,000,000 GENERAL
OBLIGATION TEMPORARY STATE AID STREET BONDS,
SERIES 2019A**

BE IT RESOLVED by the City Council (the “Council”), of the City of Chaska, Minnesota (the “City”), as follows:

Section 1. Authorization and Sale.

1.01. Authorization. Pursuant to Minnesota Statutes, Section 475.61, subdivision 6 and Section 162.18, this Council hereby determines to issue and sell up to \$20,000,000 principal amount of General Obligation Temporary State Aid Street Bonds, Series 2019A, of the City (the “Bonds”) to finance the cost of state aid street improvement projects within the City (the “Projects”). The amount of principal and interest due in any calendar year on the Bonds (expected to be not greater than \$516,000), including any similar obligations of the City which are outstanding (\$0), shall not exceed 90 percent (\$782,906) of the amount of the last annual allotment (\$869,896), received by the City from the construction account in the municipal state aid street fund.

1.02. Sale. The Bonds are exempt from public sale requirements pursuant to Minnesota Statutes, Section 475.60, subdivision 2(9). A proposal has been received from Old National Bank, in Evansville, Indiana (the “Purchaser”), to purchase the Bonds at a price equal to the face amount thereof, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser.

Section 2. Bond Terms; Registration; Execution and Delivery.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the City Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated March 29, 2019, shall be in the denomination of \$100,000 each, or any integral multiple of \$5,000 in excess thereof, of single maturities, shall mature on March 1, 2021, and shall bear interest from their date of issue until paid or duly called for redemption at the rate of 2.58% per annum, provided that interest shall accrue only on the aggregate principal amount of the Bonds actually disbursed and outstanding.

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein.

2.03. Dates and Interest Payment Dates. Interest on the Bonds shall be payable quarterly on March 1, June 1, September 1, and December 1 in each year, commencing June 1, 2019, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. The Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, on any date, and if in part, by lot as selected by the Registrar in multiples of \$5,000, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Administrator shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty and not more than 60 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

2.05. Appointment of Initial Registrar. The City hereby appoints the City Administrator as the initial bond registrar, transfer agent and paying agent (the "Registrar") for the Bonds. The City reserves the right to remove the Registrar upon thirty days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one

or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

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

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of an Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of an Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Bonds. All Bonds issued upon any transfer or exchange of Bonds shall be the valid Bonds of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the City Administrator shall deliver them to the Purchaser.

2.08. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A.

Section 3. Use of Proceeds. Proceeds of the Bonds shall be disbursed by Purchaser to the City on a cost reimbursement basis in individual disbursements of not less than \$100,000.

Section 4. General Obligation Temporary State Aid Street Bonds, Series 2019A Debt Service Fund. There is hereby created and shall be maintained on the official books and records of the City a General Obligation Temporary State Aid Street Bonds, Series 2019A Debt Service Fund (the "Debt Service Fund"), the moneys in which shall be used solely for the payment of the principal of and interest on the Bonds. There is hereby irrevocably appropriated to the Debt Service Fund, out of moneys allotted and to be allotted to the City from its account in the municipal state aid street fund of the State of Minnesota, such amount as shall be sufficient to pay the principal of and interest on the Bonds when due, subject to abatement from other funds received by the City for application to debt service on or prepayment of the Bonds, including but not limited to reimbursements received with respect to the Projects, the proceeds of permanent obligations or the proceeds of taxes levied pursuant to Section 5 hereof.

Section 5. Pledge of Taxing Powers. For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. However, it is presently estimated that the state aid allotments, together with other funds to be appropriated by the City to the Debt Service Fund, will produce amounts not less than 5% in excess of the

amounts needed to meet when due the principal and interest payments on the Bonds and therefore no ad valorem taxes are required to be levied at this time.

Section 6. Defeasance. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Purchaser on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Purchaser a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also at any time discharge its obligation with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity.

Section 7. Certification of Proceedings.

7.01. Registration of Bonds and Levy of Taxes. The City Administrator is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Carver County and obtain a certificate that the Bonds have been duly entered upon the Auditor's bond register.

7.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

Section 8. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

8.01. General Tax Covenant. The City covenants and agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. In particular, the City covenants and agrees that all proceeds of the Bonds will be expended solely for the payment of the costs of the Project. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Project or security for the payment of the

Bonds which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

8.02. Certification. The Mayor and City Administrator, being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and Regulations.

8.03. Arbitrage Rebate. The City acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Project which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.05. Qualified Tax-Exempt Obligations. The Bonds will not be designated as “qualified tax-exempt obligations.”

Upon vote being taken upon the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CARVER
CITY OF CHASKA

GENERAL OBLIGATION TEMPORARY STATE AID STREET BOND,
SERIES 2019A

R-1 \$20,000,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
2.58%	March 1, 2021	March 29, 2019

REGISTERED OWNER: OLD NATIONAL BANK

PRINCIPAL AMOUNT: TWENTY MILLION DOLLARS

THE CITY OF CHASKA, MINNESOTA (the City), acknowledges itself to be indebted and for value received hereby promises to pay the principal sum specified above, or such lesser amount as has been advanced and remains outstanding, on the maturity date specified above, with interest on such disbursed and outstanding amount from the latest of the date hereof, the date of disbursement or the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate of 2.58%, payable quarterly on March 1, June 1, September 1, and December 1 in each year, commencing June 1, 2019, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions hereof regarding redemption prior to maturity. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft or other agreed means of payment by City Administrator, as Registrar and Paying Agent (the Registrar), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$20,000,000 issued pursuant to a resolution adopted by the City Council on March 18, 2019 (the Resolution), to finance the cost of state aid street improvement projects within the City (the Projects). The Bonds are issuable only in fully registered form, in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, of single maturities.

Bonds shall be subject to redemption and prepayment at the option of the City, in whole or in part, on any date, and, in the case of partial prepayment, by lot as selected by the Registrar, in multiples of \$5,000, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Administrator shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty and not more than 60 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in the Resolution, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the

redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed prior to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution irrevocably pledged and appropriated to a separate and special debt service fund to be maintained for the payment of this and other bonds issued under Section 162.18, as long as any of such bonds are outstanding, an amount of the moneys allotted and to be allotted to the City from its account in the municipal state aid street fund of the State of Minnesota sufficient to pay principal of and interest on the Bonds when due, subject to abatement from other sources; that if in any year the moneys so allotted and transferred to the debt service fund should be insufficient to pay all principal of and interest on the Bonds due in such year, the City is obligated to pay such deficiency out of its general fund and to levy a direct, irrepealable ad valorem tax upon all taxable property within its corporate limits for the repayment of such deficiency, which levy may be made without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Chaska, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

CITY OF CHASKA, MINNESOTA

Facsimile signature City Administrator

Facsimile signature Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

CITY ADMINISTRATOR, as Registrar

By _____

[illegible]

ASSIGNMENT

Dated: _____

Signature Guaranteed:

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE:

COUNTY AUDITOR'S CERTIFICATE
AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Carver County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on March 18, 2019, by the City Council of the City of Chaska, Minnesota, setting forth the form and details of an issue of \$20,000,000 General Obligation Temporary State Aid Street Bonds, Series 2019A, dated as of the date of issuance thereof.

I further certify that the issue has been entered on my bond register, as required by Minnesota Statutes, Sections 475.62 to 475.63.

WITNESS my hand and official seal this ____ day of _____, 2019.

(SEAL)

County Auditor

REQUEST FOR ACTION CHASKA CITY COUNCIL 03/18/2019

Subject: Joint Powers Agreement for CSAH 44/212 Interchange and CSAH 44 Improvements

Prepared By: Matt Clark, City Engineer

In May of 2017 the City of Chaska and Carver County were awarded \$10.5 million through the State Legislature's bonding bill to construct a new interchange located at CSAH 44 (Big Woods Boulevard) and TH 212, and to complete the necessary upgrades to the County roadway. The bond funding secured by both the City and Carver County provides for the design, right of way acquisition, and construction of the new interchange along with reconstructing the County Road 44 highway.

Over the last year and a half, City staff and SRF Engineering consultants have held several public informational meetings, hosted council work sessions, and engaged public feedback, which has all factored in the design and construction phasing for the project. Also, over that time City staff has been coordinating with the County and state agencies approval of the final design and right of way acquisitions necessary for the project that is proposed to occur this spring and will extend into the summer of 2020.

The project layout as shown as Exhibit A that was presented to Council and at the public informational meetings in April of 2018 has remained consistent and includes the construction of the proposed partial interchange at the CSAH 44/TH 212 bridge connection along with reconstructing approximately 1.1 miles of County State Aide Highway 44. The reconstruction of the highway includes a modernization of the CSAH 44 converting the existing two-lane rural roadway to a two-lane divided urban highway with a roundabout located at the existing local collector roadway (Savanna Way) intersection. Storm water drainage along CSAH 44 will be converted from the current rural ditch to a piped conveyance system with storm water ponds. The design also includes trails along CSAH 44 to serve the existing and future development occurring in the area.

The project has been broken into two phases as shown on Exhibit A. Phase 1 of the project that is to be completed in 2019 includes the interchange and highway segment up to the local collector road (Savanna Way). Phase 2 of the project is expected to occur in 2020 with an anticipated completion in late summer 2020.

The total project costs are estimated at \$21 million and have been broken out on the attached project cost exhibit for each component of the project. Described below is a brief summary of the individual components and cost summary.

Interchange (RED)

- The interchange costs shown in red project includes the total estimated project cost to design, acquire right of way, modify the existing bridge, construct the new ramps, addition of a new pedestrian bridge, and reconstruct a portion of the highway.

CSAH 44 (GREEN)

- The CSAH 44 portion of the project shown in green includes the total estimated project cost to design, acquire right of way, reconstruct and modernize the segment highway and to provide storm water treatment.

CSAH 44 (YELLOW)

- The CSAH 44 portion of the project shown in yellow includes the total estimated project cost to resurface approximately 1/3 mile of the shown segment highway.

Watermain (BLUE)

- The project proposes to extend trunk water main piping that will serve the future growth area west of TH 212, and to acquire a parcel of property that is not eligible to be funded with the state grant.

Future Interchange Right of Way (Brown)

- The project proposes to acquire the necessary right of way to allow the ability for the constructing two additional ramps from TH 212 in the future

Miscellaneous Pre-Project Costs

- Prior the project the City worked with Guardian Angels to acquire easements for stormwater purposes in advance of the highway upgrades. The costs shown include easement acquisition and additional traffic study analysis for area development.

To summaries how funding is proposed, the state LRIP (Local Road Improvement Project) grant funds are to be allocated with the interchange portion of the project. Any remaining funds will be used to support the necessary right of way acquisitions along the County highway, and the City/County cost contributions to reconstruct the county highway 44.

Chaska's portion of the total project costs is approximately \$4.75 million which makes up 23% of the total project costs. Of the City's total costs, \$3.1 million is estimated for the upgrades to the County highway which are determined by the County cost share policy. The City's portion for reconstruction of the county highway accounts for approximately 31% of the costs to reconstruct the County highway is anticipated.

As a part of the project approval, Chaska is required to provide municipal consent for the proposed improvements and project cost share. Based on the information provided City staff recommends Council approve the formal joint powers agreement between the City and Carver County.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution approving the Joint Powers Agreement with Carver County for the construction CSAH 44/212 Interchange and CSAH 44 Improvements.

LEGEND

CSAH 44/TH 212 INTERCHANGE AND HIGHWAY IMPROVEMENTS

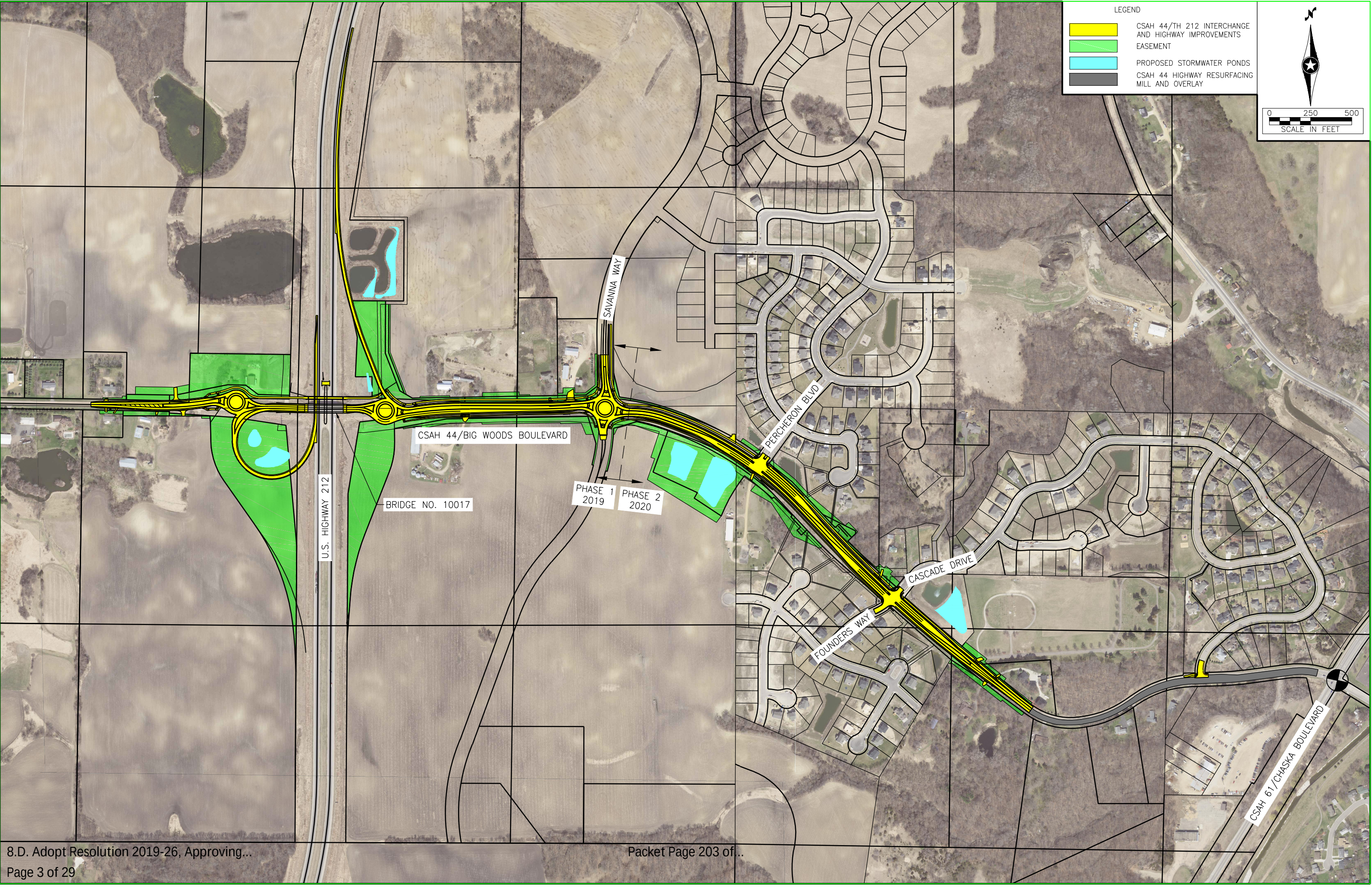
EASEMENT

PROPOSED STORMWATER PONDS

CSAH 44 HIGHWAY RESURFACING MILL AND OVERLAY

0 250 500

SCALE IN FEET



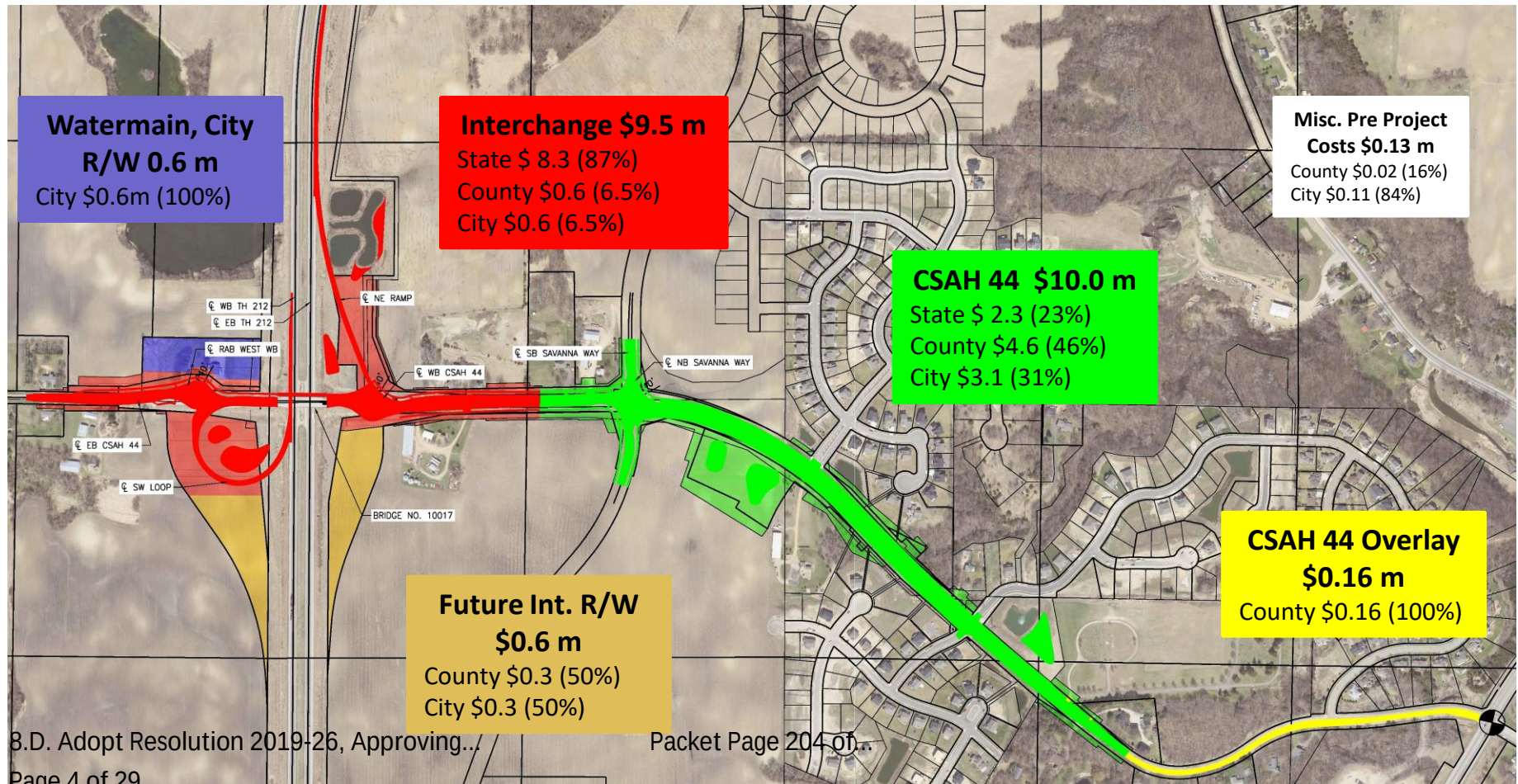
TH 212/ CSAH 44

Total Estimated Cost \$21 million

State \$10.5 million (50%),

Carver County \$5.7 million (27%)

City of Chaska \$4.8 million (23%)



**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 03/18/2019 **RESOLUTION NO.** 2019-26

MOTION BY COUNCILMEMBER _____ **SECOND BY COUNCILMEMBER** _____

**APPROVING JOINT POWERS AGREEMENT BETWEEN CARVER COUNTY AND THE
CITY OF CHASKA FOR CONSTRUCTION ON CSAH 44/TH 212 INTERCHANGE**

Whereas, the City of Chaska proposes to enter into a Joint Powers Agreement with County of Carver for the construction on CSAH 44, CSAH 44 and TH 212 interchange; and

Whereas, the City of Chaska and County of Carver ("Parties") has the authority to construct, maintain, repair and improve public streets within their respective jurisdictions; and

Whereas, US Highway 212 and County State Aid Highway/County Highway 44 (CSAH/CH 44) are duly dedicated public streets, located within the corporate limits of the City; and

Whereas, the Parties desire to undertake a joint project involving, grading, aggregate base, pavement surfacing, curb & gutter, sidewalk, trail, storm sewer, bridge widening, pedestrian bridge, city utilities and other incidentals, and to share the costs of such improvement as provided within the Joint Powers Agreement; and

Whereas, the authority of the parties to enter into the Joint Powers Agreement is provided by Minnesota Statutes, Section 471.59

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, that said Joint Powers Agreement is approved, and Council further authorizes the Mayor and City Administrator to fully execute the agreement.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 18th day of March, 2019.

Attest: _____
Chaska Deputy Clerk

Mark Windschitl, Mayor

CERTIFICATION

State of Minnesota)
County of Carver)
City of Chaska)

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of Chaska at a meeting therefor held in the City of Chaska, Minnesota, on the 18th day of March, 2019, as disclosed by the records of said City in my possession.

(Seal)

City Administrator

**JOINT POWERS AGREEMENT FOR CONSTRUCTION ON
US HIGHWAY 212 AND COUNTY STATE AID HIGHWAY 44**

THIS AGREEMENT FOR CONSTRUCTION ON US HIGHWAY 212 AND COUNTY STATE AID HIGHWAY/COUNTY HIGHWAY 44 ("Agreement") is made and entered into as of the _____ day of _____, 2019, by and between the City of Chaska ("City"), and the County of Carver ("County") (each sometimes hereinafter called "Party" and both sometimes collectively "Parties"), the Parties being governmental and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, each of the Parties has the authority to construct, maintain, repair, and improve public streets within their respective jurisdictions; and

WHEREAS, US Highway 212 and County State Aid Highway/County Highway 44 (CSAH/CH 44) are duly dedicated public streets, located within the corporate limits of City; and

WHEREAS, the Parties desire to undertake a joint project involving grading, aggregate base, pavement surfacing, curb & gutter, sidewalk, trail, storm sewer, bridge widening, lighting, city utilities and other incidentals, and to share the costs of such improvement as herein provided; and

WHEREAS, the authority of the Parties to enter into this Agreement is provided by Minnesota Statutes, Section 471.59.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of the City and the County with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. The City and the County shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner. The Project will be open to inspection of duly authorized representatives of the Parties at any time during normal business hours and as often as reasonably deemed necessary.

Section 1.03. Relationship To Other Contracts. The City and the County acknowledge that Contract Documents will be entered into by the City on behalf of the Parties with respect to the Project, and that Change Orders or other documents may be entered into by the City on behalf of

the Parties, with respect to the Project. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Term. The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Project is completed, accepted by the Parties and all amounts owed by one Party to the other have been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

Section 1.06 Enabling Authority. Minnesota Statutes, Section 471.59, authorizes two or more governmental units to jointly exercise any power common to the contracting Parties.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a written order, change order or supplemental agreement to the Contractor approved in writing, which may be electronic, by both Parties hereto and signed by the City Representative on behalf of the Parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project.
- (c) **City:** the City of Chaska.
- (d) **City Representative:** Matt Clark, City Engineer.
- (e) **City/County Costs:** the direct and indirect costs of City and County employees performing services on behalf of the Project, and other incidentals.
- (f) **Concept and Design Phase Professional Services Costs:** the fees and costs for all professional services performed in concept and design phase activities for the Project.
- (g) **Construction Phase Professional Services Costs:** the fees and costs for all professional services performed in construction phase activities for the Project.
- (h) **Contract Documents:** drawings; Engineers Estimate; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract

for the Project; approved by the Parties, or their respective representatives.

- (i) **Contractor:** the person or entity that is awarded the contract for the construction of the Project.
- (j) **County:** Carver County.
- (k) **County Representative:** Lyndon Robjent, P.E., Carver County Engineer.
- (l) **Engineers Estimate:** the professional engineer's opinion of probable construction cost prior to the bidding of the Project.
- (m) **Project:** grading, aggregate base, pavement surfacing, curb & gutter, retaining walls, sidewalk, trail, storm sewer, bridge widening, pedestrian bridge, lighting, city utilities, landscaping and other incidentals.
- (n) **Project Costs:** all costs for and associated with the right of way acquisition and construction of the Project, excluding Concept and Design Phase Professional Services Costs, Construction Phase Professional Services Costs, and City/County Costs.
- (o) **Project Location:** CSAH/CH 44 from CSAH/CH 11 to CSAH/CH 61 (Chaska Blvd.) as generally depicted in **Exhibit A**.
- (p) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the Party relying thereon, and not the result of willful or negligent action or inaction of the Party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the Party claiming the event as an Uncontrollable Circumstance including but not limited to the following:
 - (1) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
 - (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
 - (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.

- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such Party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such Party.
- (5) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the Parties have no employment relationship and the Parties, or either of them, cannot, using best efforts, obtain substitute performance.

ARTICLE III **ALLOCATION OF DUTIES**

Section 3.01. Concept and Design Phase Activities. Concept and design phase activities, including, but not limited to, field surveys, right of way plats, design, engineering, environmental documentation, permitting, right of way acquisition, and other matters, shall be completed by the Parties as follows:

See attached **Exhibit B - Allocation of Duties.**

Section 3.02. Construction Phase Activities. Construction phase activities, including, but not limited to, the bid process, preparation of contract documents, awarding of contract, construction inspection and surveying and other matters, shall be completed by the Parties as follows:

See attached **Exhibit B - Allocation of Duties.**

Section 3.03. Contract Award. The Contract Documents shall be approved in writing, which may be electronic, by the Parties prior to the solicitation of bids. In accordance with the applicable provisions of Minnesota Statutes, City will cause bids to be received by it for the construction of the Project and, subject to approval by the County if the low responsible bidder is more than the Engineers Estimate, shall award the contract for the construction of the Project to the lowest responsible bidder.

Section 3.04. Project Construction. Subject to Uncontrollable Circumstances, the Parties shall cause the Project to be constructed in accordance with the Contract Documents. The County shall have the right to review and approve of any proposed changes to the plans and specifications as they relate to County's cost participation prior to the work being performed.

Section 3.05. Maintenance Upon Project Completion and Final Acceptance. Highway maintenance shall be completed by the Parties, upon project completion and final acceptance of the Project, as follows:

The Parties agree to enter into a separate highway maintenance agreement for routine highway

maintenance responsibilities, as may be amended from time to time. The City will perform all maintenance responsibilities on all streets under the City jurisdiction.

ARTICLE IV **PROJECT COST SHARING**

Section 4.01. Allocation.

- (a) The Project Costs for all items shall be divided between the City and County as follows:

See attached **Exhibit C - Project Cost Sharing.**

- (b) The Concept and Design Phase Professional Services Costs for all items shall be divided between the Parties as follows:

See attached **Exhibit C - Project Cost Sharing.**

- (c) The Construction Phase Professional Services Costs for all items shall be divided between the Parties as follows:

See attached **Exhibit C - Project Cost Sharing.**

- (d) All other costs including, but not limited to City/County Costs, shall be allocated between the Parties as follows:

See attached **Exhibit C - Project Cost Sharing.**

Section 4.02. Payments to Contractor. The City shall make partial progress payments to the Contractor and, upon approval of both Parties hereto, the final payment to the Contractor in accordance with the Contract Documents. The designated County Representative shall have the right to approve of any Change Orders prepared by the City that affect the County's share of the construction cost.

The County further agrees that it will participate in the settlement of any claim from the City's contractor for the Project that involve delays attributable to unreasonable delays in approval by the County for plan or specification changes deemed necessary by the City Engineer or staff. The amount of the County's participation in any such claim shall be commensurate with the percentage of delay directly attributable to County's actions.

Section 4.03. Adjustments and Reconciliation. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

Prior to final acceptance of the Project, the designated city representative shall provide County with

a reconciliation of all costs for the Project and the respective contributions of the Parties for the review and approval of the Parties.

Section 4.04. Exclusive Responsibility. All aspects of application for State of Minnesota for State and Federal Funds and the grant thereof by the State, are the exclusive responsibility of the County, including but not limited to the investment, expenditure, and allocation of such funds. It is specifically agreed that any interest on the investment of any such funds is the sole property of the County, to use as the County shall see fit.

Section 4.05. Payment to County. The City agrees to reimburse the County for costs incurred, pursuant to Section 4.01. Unless previously deposited as provided herein, the City is responsible to pay these monies to the County within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced at the completion of the Concept and Design Phase, Construction Phase and upon final acceptance of the Project by the Parties, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

Section 4.06. Payment to City. The County agrees to reimburse the City for costs incurred, pursuant to Section 4.01. The County is responsible to pay these monies to the City within thirty (30) days of being invoiced for costs incurred or services performed. Costs will be invoiced at the completion of the Concept and Design Phase, Construction Phase and upon final acceptance of the project by the Parties, unless an alternate schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

Upon execution of this joint powers agreement, the City can invoice the County to deposit with the City \$2,500,000 of the estimated County's share in the Project Costs to assist in cash flowing the Project, unless an alternative schedule is mutually agreed upon in writing by the authorized representatives of the Parties.

After an award by City to the successful bidder on the Project, City can invoice the County to deposit with the City ninety five (95) percent of the estimated County's share in the Project Costs minus any previous deposits made by the County to the City. The remaining portion of the County's share in Project Costs will be paid upon invoice and final acceptance of the Project by the Parties.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to City and County, certified mail, return-receipt requested, at the following address:

City: Matt Clark, PE
City Engineer
City of Chaska
7700 Market Blvd.

PO Box 147
Chaska, MN 55317

County: Lyndon Robjent, PE
County Engineer
Carver County Public Works
11360 Hwy 212 West, Suite 1
Cologne, MN 55322

Either Party may change its address or authorized representative by written notice delivered to the other Party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Terms, Representations and Warranties. The representations, warranties, covenants, and agreements of the Parties under this Agreement, and the remedies of either Party for the breach of such representations, warranties, covenants, and agreements by the other Party shall survive the execution and termination of this Agreement. The terms of Sections 3.05, 5.14, 5.15, 5.16 and 5.17 shall survive the expiration, termination or withdrawal from this Agreement.

Section 5.04. Non-Assignability. Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all Parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. The Laws of the State of Minnesota shall apply to this Agreement.

Section 5.09. Final Payment. Before final payment is made to the Contractor, the Contractor shall provide a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.10. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

Section 5.11. Further Actions. The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.12. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 5.13. Employees. It is further agreed that any and all full-time employees of County and all other employees of said County engaged in the performance of any work or services required or provided for herein to be performed by the County shall be considered employees of County only and not of City and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of County employees while so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of County.

It is further agreed that any and all full-time employees of City and all other employees of said City engaged in the performance of any work or services required or provided for herein to be performed by City shall be considered employees of City only and not of County and that any and all claims that may or might arise under Workman's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third Parties as a consequence of any act or omission on the part of said City employees which so engaged on any of the work or services to be rendered herein shall be the sole obligation and responsibility of City.

Section 5.14. Indemnification. The Parties' total liability under this Agreement shall be governed by Minn. Statutes, Section 471.59, Subd. 1a.

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Party and the

results thereof. For purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minn. Statutes, Section 466.04, Subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Party, its officials, agents, and employees, from any liability, loss, or damages the other Party may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Section 5.15. Records – Availability and Access

- A. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement.

City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

- B. Pursuant to Minnesota Statutes, Section 16C.05, Subd. 5, the County agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County and involve transactions relating to this Agreement.

County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

Section 5.16. Data Practices. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices

Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Section 5.17. Nondiscrimination. During the performance of this Agreement, the City and the County agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment right in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Section 5.18. Default and Withdrawal. Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety as indicated below.

Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein. Only the governing bodies of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Each Party to this agreement reserves the right to withdraw from and cancel this agreement within 30 days from the opening of bids for the project in the event either or both Parties consider any or all bids unsatisfactory; the withdrawal from or cancellation of the agreement to be accomplished by either or both Parties within 30 days of opening of bids by serving a written notice thereof upon the other, unless this right is waived by both Parties in writing.

Section 5.19. Third Party. This Agreement does not create any rights, claims or benefits inuring to any person that is not a Party hereto nor create or establish any third Party beneficiary.

IN TESTIMONY WHEREOF, The Parties hereto have caused these presents to be executed.

City of Chaska, Minnesota

Mayor

Date:_____

Attest:

Administrator/Clerk

Date:_____

Approved As To Form:

Attorney

Date:_____

County of Carver, Minnesota

County Board Chair

Date:_____

Attest:

County Administrator

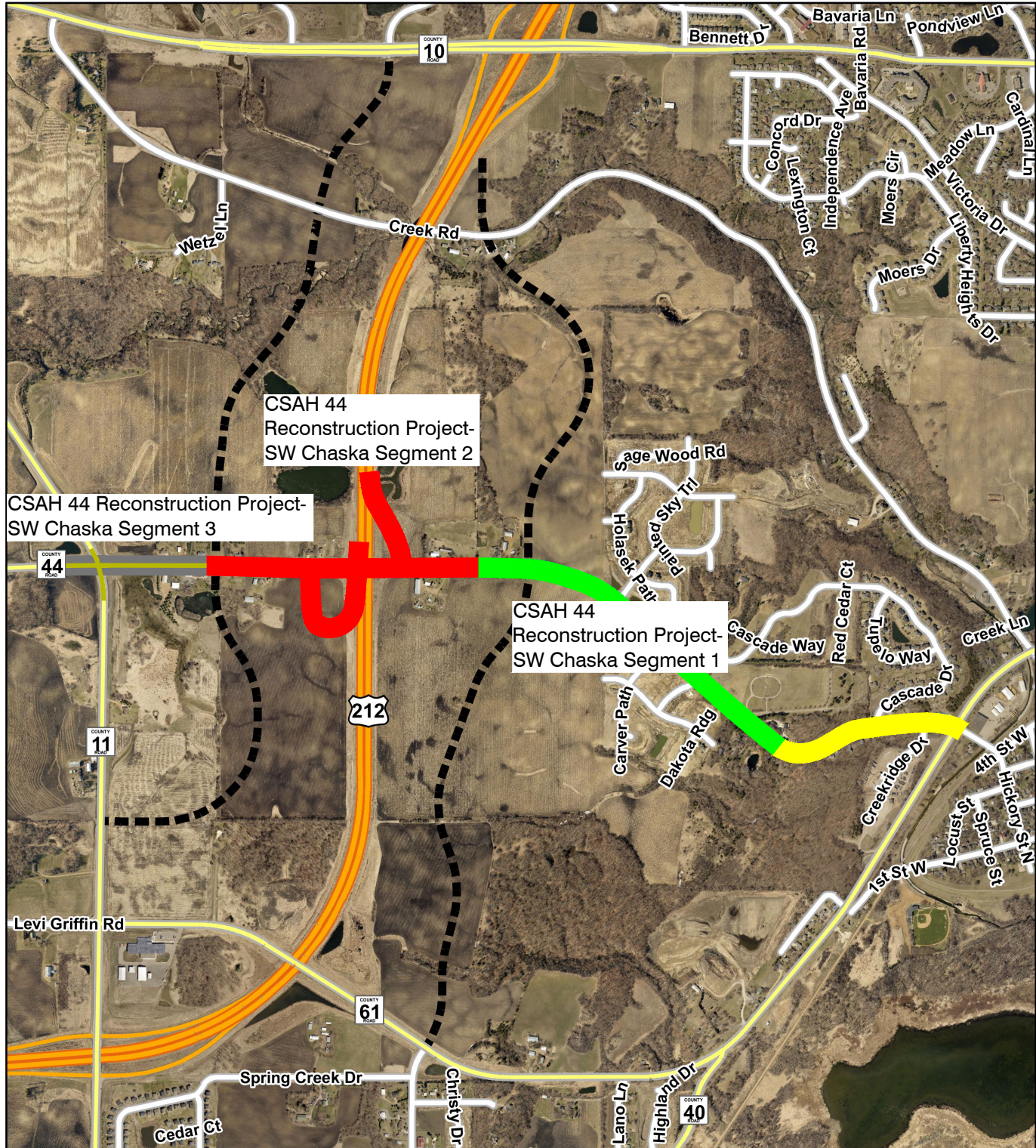
Date:_____

Approved As To Form:

County Attorney

Date:_____

CSAH 44 Reconstruction Project - All Segments



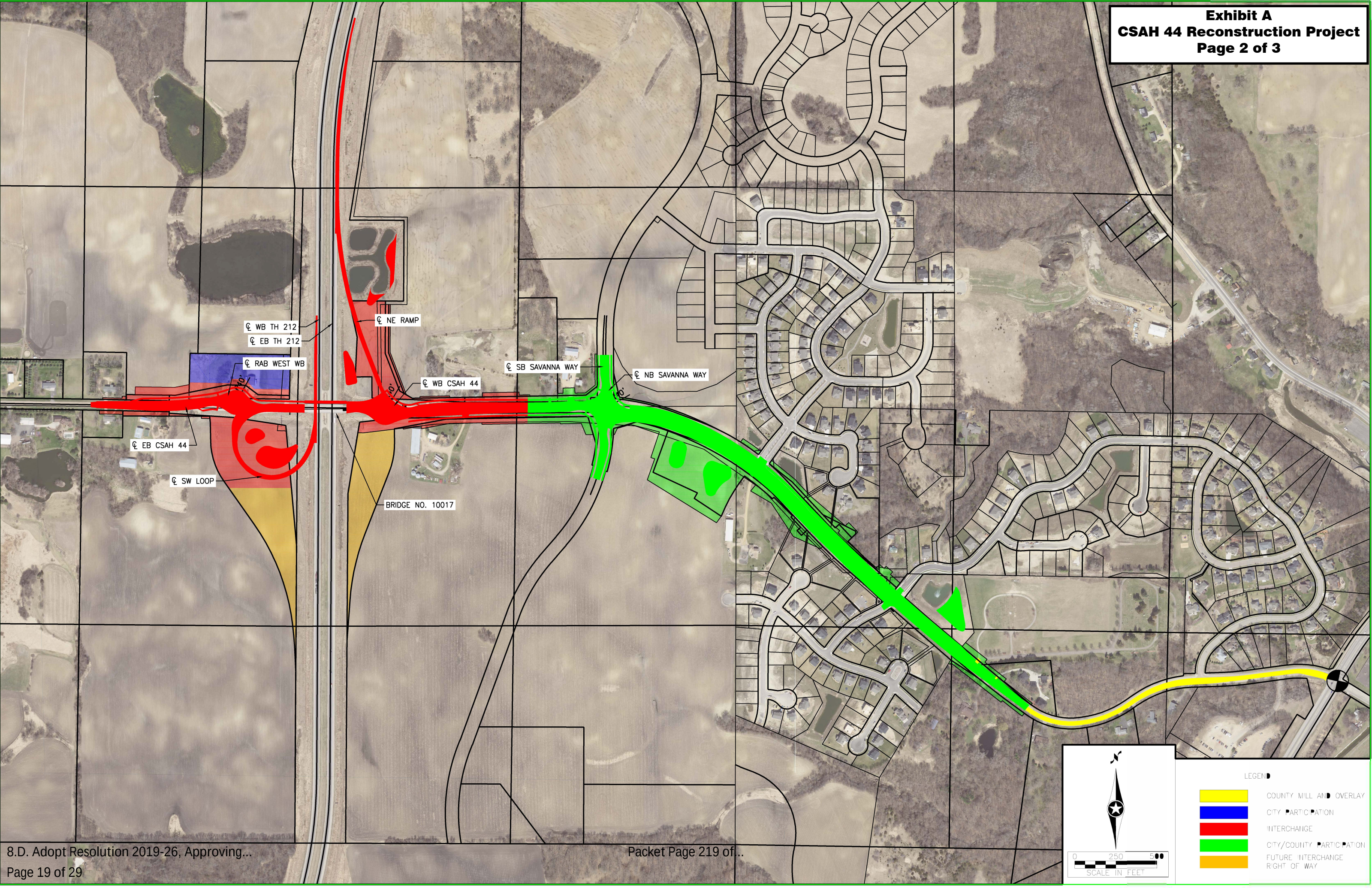
This map was created using a compilation of information and data from various City, County, State, and Federal offices. It is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Collector roads

1 inch = 1,500 feet



Public Works Division
11360 Hwy 212, Suite 1
Cologne, MN 55322
(952) 466-5200
Created: 8/17/2017



TH 212-CSAH 44 CHASKA/CCOUNTY JPA COST PARTICIPATON (rev 3/13/19)

Task	Total Estimated Cost	Sub-Task	Sub Task Cost	LRIP funds	Order of LRIP Use	City of Chaska Total	City of Chaska CSAH 44	Carver County Total	Carver County CSAH 44	Notes
Interchange Professional Lobbying Services	\$ 105,000	Previous City Expenditures	\$ 105,000		7	\$ 52,500	\$ -	\$ 52,500		50% City/50% County.
Project Development Professional Service for CSAH 44/TH 212 Interchange	\$ 152,000	Previous City Expenditures	\$ 152,000		7	\$ 76,000	\$ -	\$ 76,000		50% City/50% County.
Guardian Angels Cemetery Pond Easement	\$ 84,417		\$ 84,417		7	\$ 84,417	\$ -			100% City
CSAH 44 Additional Traffic Study Work	\$ 41,000	CSAH 44 Development Scenarios	\$ 41,000			\$ 20,500	\$ -	\$ 20,500		50% City / 50% County
Preliminary Design Engineering	\$ 134,000	Prelim Interchange Design	\$ 60,072			\$ 30,036		\$ 30,036		50% City / 50% County
		Prelim CSAH 44 Design	\$ 73,928			\$ 14,786	\$ 14,786	\$ 59,143	\$ 59,143	20% City / 80% County
Final Design Engineering	\$ 2,128,000	Final CSAH 44 Road Design	\$ 1,146,439			\$ 506,367	\$ 506,367	\$ 640,072	\$ 640,072	Prorated by Const. Cost
		Final Interchange Design	\$ 931,561			\$ 465,781	\$ -	\$ 465,781	\$ -	50% City / 50% County
		Watermain Design	\$ 50,000			\$ 50,000	\$ -			100% City
Construction Costs (not including Retaining Walls-see below)	\$ 13,256,449	Interchange Construction	\$ 4,772,288	\$ 4,772,288	1	\$ -				100% LRIP
		Bridge 10017 Modifications	\$ 431,441	\$ 431,441	1	\$ -				100% LRIP
		Pedestrian Bridge	\$ 717,449	\$ 717,449	1	\$ -				100% LRIP
		CSAH 44 Construction less Walls	\$ 6,469,618			\$ 2,875,271	\$ 2,875,271	\$ 3,594,347	\$ 3,594,347	
		CSAH 44 LRIP Contribution	\$ -	\$ 815,772	9	\$ (649,141)	\$ (649,141)	\$ (166,631)	\$ (166,631)	Prorate remaining LRIP by construction share (inc. walls) after crediting city for previous expenses and future interchange ROW costs
		Potential Incentive	\$ 210,000	\$ 210,000	6	\$ -		\$ -		100% LRIP - Remainder 50% City, 50% County if Necessary
		Mill and Overlay Construction	\$ 161,998		.			\$ 161,998	\$ -	100% County
		Watermain Construction	\$ 493,655			\$ 493,655	\$ -			100% City
Right-of-Way Acquisition	\$ 3,715,713	Interchange Right-of-Way	\$ 1,448,800	\$ 1,448,800	2					100% LRIP
		City R/W	\$ 36,500			\$ 36,500	\$ -			100% City
		Future Interchange Right-of-Way	\$ 608,800		8	\$ 304,400		\$ 304,400		50% City / 50% County
		CSAH 44 Right-of-Way	\$ 604,250	\$ 604,250	3	\$ -	\$ -		\$ -	100% LRIP - Remainder 100% City if Necessary
		CSAH 44 Retaining Walls	\$ 817,363			\$ 343,292	\$ 343,292	\$ 474,071	\$ 474,071	42% City/58% County.
		Acquisition Costs	\$ 200,000	\$ 200,000	2	\$ -	\$ -		\$ -	100% LRIP
Construction Administation	\$ 1,300,000	Interchange Const. Admin	\$ 650,000	\$ 650,000	4	\$ -		\$ -		100% LRIP - Remainder 50% City, 50% County if Necessary
		CSAH 44 Const. Admin	\$ 650,000	\$ 650,000	5	\$ -	\$ -	\$ -	\$ -	100% LRIP - Remainder split by const. share if Necessary
Wetland Replacement and Mitigation	\$ 40,000		\$ 40,000	\$ -		\$ 40,000	\$ 40,000	\$ -	\$ -	100% City
Totals	\$ 20,956,579		\$ 20,956,579	\$ 10,500,000		\$ 4,744,364	\$ 3,130,575	\$ 5,712,215	\$ 4,601,001	

		Total Project Cost Share	\$	20,956,579	50%	23%	27%	
		CSAH 44 Cost Share	\$	10,001,598	22.7%	31.3%	46.0%	
		Interchange	\$	9,478,611	86.8%	6.6%	6.6%	
		City WM & R/W	\$	580,155	0.0%	100.0%	0.0%	
		CSAH 44 Mill and Overlay	\$	161,998	0.0%	0.0%	100.0%	
		Future Interchange Right-of-Way	\$	608,800	0.0%	50.0%	50.0%	
		Misc. Pre Project	\$	125,417	0.0%	83.7%	16.3%	
CSAH 44 Landscaping	\$ 287,485	CSAH 44 Cost Share without Landscaping	\$	9,714,113	23.4%	29.3%	47.4%	Landscaping 100% City

US 212 & CSAH 44 Reconstruction Project

Exhibit B – Allocation of Duties

Concept and Design Phase Activities

City will complete all concept and design phase activities of the Project and procure necessary Concept and Design Phase Professional Services, except that County will complete property ownership and encumbrances research, a right of way plat and parcel sketches for parcels requiring right of way acquisition for the Project.

It is mutually agreed that the City has the authority to acquire all permanent and temporary easements required for the Project on behalf of the County including exercising eminent domain for such acquisitions as necessary.

It is mutually agreed upon that County staff will need to be involved in giving direct input and direction to City's consultant for the design of County infrastructure improvements.

It is mutually agreed that Segment 3 of the Project, as generally depicted in Exhibit A, will only include work up to preliminary design, unless final design is mutually agreed upon in writing by the authorized representatives of the Parties.

Construction Phase Activities

City will complete all construction phase activities of the Project and procure necessary Construction Phase Professional Services, and that City will provide for the construction inspection services for all City watermain and sanitary sewer utilities constructed with the Project.

It is mutually agreed that Segment 3 of the Project, as generally depicted in Exhibit A, will not be included in Construction Phase Activities, unless construction of Segment 3 is mutually agreed upon in writing by the authorized representatives of the Parties.

Local Road Improvement Program (LRIP) Administration

County will administer the LRIP funds as required by the State. LRIP funds will be allocated in accordance to Exhibit C.

US 212 & CSAH 44 Reconstruction Project

Exhibit C – Project Cost Sharing

The County and City agree that items not specifically covered by this agreement will be cost shared by the parties in accordance with the current version of the Carver County Cost Participation Policy, for a **Development Driven Project**, which is attached hereto as **Exhibit D**. The County and City agree to also cost share as follows:

Project Costs, Concept and Design Phase Professional Services Costs and Construction Phase Professional Services Costs

The County and City agree to cost share Project Costs (i.e. construction and right of way acquisition costs), Concept and Design Phase Professional Services Costs and Construction Phase Professional Services in accordance with the Carver County Cost Participation Policy, for a **Development Driven Project** (see Exhibit D), and augmented by the following:

1. The City and County have secured Local Road Improvement Program (LRIP) funding from the State of Minnesota for this Project. The cost participation table shown in Exhibit A represents an estimate of the total costs for the project and serves as a guide to how these costs will be split by the parties as well as how the LRIP funds will be allocated.
2. The County and City agree that said LRIP funding shall first be used for all eligible Project Costs (i.e. construction and right of way acquisition) for Segment 2 (i.e. interchange segment) of the Project as generally depicted in Exhibit A. If LRIP funding is inadequate to fully fund all eligible Project Costs for Segment 2 of the Project, the City shall pay for all remaining Segment 2 Project Costs for this Project, including costs not eligible for the use of LRIP funds.
3. The County and City agree that after paying for all eligible Project Costs (i.e. construction and right of way acquisition) for Segment 2 (i.e. interchange segment) of the Project, any remaining LRIP funds shall then be used for right of way acquisition expenses for the Project, then right of way acquisition for Segment 1 (CSAH 44) of the Project, as generally depicted in Exhibit A. If LRIP funding is inadequate to fully fund all these costs, the City shall pay for all remaining costs of these items, including costs not eligible for the use of LRIP funds.
4. The County and City agree that after paying for all eligible costs listed above, any remaining LRIP funds shall then be used for Construction Phase Professional Services for Segment 2 of the Project. If LRIP funding is inadequate to fully fund all these costs, the remaining cost shall be shared equally by the parties, including costs not eligible for the use of LRIP funds.
5. The County and City agree that after paying for all eligible costs listed above, any remaining LRIP funds shall then be used for Construction Phase Professional Services for Segment 1 (CSAH 44). If LRIP funding is inadequate to fully fund all these costs, the

remaining cost shall be prorated by the construction cost share (including retaining walls) for Segment 1 (CSAH 44), including costs not eligible for the use of LRIP funds.

6. The County and City agree that after paying for all eligible costs listed above, any remaining LRIP funds shall then be used for contractor incentives for early completion milestones. If LRIP funding is inadequate to fully fund all these costs, the remaining cost shall be shared equally by the parties, including costs not eligible for the use of LRIP funds.
7. The County and City agree that the City shall pay for all pre-Project expenses incurred by the City as shown in Exhibit A.
8. The County and City agree to evenly split (50% County/50% City) the right of way acquisition costs for the "Future Interchange Right of Way" as generally depicted in Exhibit A.
9. The County and City agree that after paying for all eligible costs listed in sections 1-6 above, any remaining LRIP funds shall be credited to the City for the pre-Project expenses incurred by the City up to \$341,417, then credit the City for the City's share of the "Future Interchange Right of Way", as generally shown on Exhibit A, and finally any remaining LRIP funds shall be credited to the County and City by pro-rating of the eligible construction costs (including retaining walls) on Segment 1 (CSAH 44) of the Project, as generally depicted in Exhibit A.
10. The County and City agree to evenly split (50% County/50% City) the construction cost of the retaining walls for Segment 1 (CSAH 44) of the Project as generally depicted in Exhibit A.
11. The County and City agree that the City shall pay for all (100%) of the wetland replacement and mitigation costs for the Project.
12. The County and City agree to evenly split (50% County/50% City) Concept and Design Phase Professional Services Costs for Segment 2 (i.e. interchange segment) of the Project as generally depicted in Exhibit A.
13. The County and City agree to evenly split (50% County/50% City) CSAH 44 Development Scenarios traffic engineering costs as shown in Exhibit A.
14. The County and City agree that the Concept and Design Phase Professional Services Costs for Segment 1 (CSAH 44) of the Project, as generally depicted in Exhibit A, shall be prorated by the construction cost share (including retaining walls) for Segment 1 (CSAH 44).
15. The County and City agree that the Concept Design (preliminary engineering) Professional Services Costs for Segment 3 (CSAH 44), as generally depicted in Exhibit

A, shall be split 80% County, 20% City. The parties agree that LRIP funds will not be used for any Concept and Design Phase Professional Services.

16. The City agrees to transfer property or grant easement rights to the County for City owned property needed by the County for the Project at no cost to the County. The City understands and agrees that the City will need to transfer acquired property or easement rights for the Project from the City to the State of Minnesota as required for trunk highway purposes before the completion of the Project. The City understands and agrees that the City will need to transfer acquired property or easement rights for the Project from the City to the County as required for CSAH 44 purposes before the completion of the Project.

Other Costs

The County and City agree to cost share Other Costs in accordance with the Carver County Cost Participation Policy, for a **Development Driven Project** (see Exhibit D), and augmented by the following:

1. All remaining County direct and indirect costs of staff and other incidental costs will be split with the City in accordance with the Carver County Cost Participation Policy, for a **Development Driven Project** (see Exhibit D), and will be considered the same as engineering services. The County agrees to not bill the City for direct and indirect internal staff costs for the Project in order to support County administration of the Project.
2. The City agrees to not bill the County for direct and indirect internal staff costs for the Project in order to support City administration and City utility inspection of the Project for the City. For purposes of this agreement, services performed by the city consultant on behalf of the City will be considered the same as City direct and indirect internal costs.



Carver County

Division of Public Works

EXHIBIT D: COST PARTICIPATION POLICY

Applicable to Cooperative Highway Projects between Carver County and Municipalities.

Adopted by the Carver County Board of Commissioners on February 17, 1998.

Amended by the Carver County Board of Commissioners on February 13, 2007, and March 19, 2013.

A. Construction Cost Share – Conventional Project (Projects programmed in the County 5-year CIP.)

Project Items	County Share	Municipality Share	Note
Right of Way	By Negotiation	By Negotiation	1
Retaining Wall in lieu of right of way	Same %age as R/W	Same %age as R/W	
Clearing and Grubbing	100%	0%	
Grading	100%	0%	2
Aggregate Base and Surfacing	100%	0%	3
Parking Lanes on 4-lane or 6-lane road	0%	100%	4
Storm Sewer and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	5
Culverts	100%	0%	
Concrete Sidewalk	0%>5000 Population 50%<5000 Population	100%>5000 Population 50%<5000 Population	6
Concrete Curb and Gutter and Pedestrian Ramps	0%>5000 Population 50%<5000 Population	100%>5000 Population 50%<5000 Population	7
Concrete Median and Median Curb	100%	0%	8
Concrete Driveway Entrances (Apron)	100%	0%	9
Municipal Utility Adjustment or Construction	0%	100%	
Roundabouts	By Leg	By Leg	
Traffic Signals	By Leg	By Leg	10
Intersection Lighting	By Leg	By Leg	11
Street Lighting	0%	100%	12
Bridges	By Negotiation	By Negotiation	
Trails along county highway	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	13
Trail Underpass/Overpass	0% Local 50% Linking & Regional 100% Destination	100% Local 50% Linking & Regional 0% Destination	14
Landscaping	25% up to State Aid Limit	75%	15
Aesthetic Treatments	0%	100%	16
Highway Signs	100%	0%	
Electronic/Specialty Signs	By Negotiation	By Negotiation	
Noise Walls	By Negotiation	By Negotiation	17
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	



Carver County

Division of Public Works

Other items	By Negotiation	By Negotiation	
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Conventional Project Notes

1. Fee title and permanent and temporary easements needed for projects on the existing county highway system or newly established or dedicated county highway system including the property needed for storm water treatment basins and wetland mitigation sites.
2. Includes grading and removal items. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
3. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
4. Includes grading, base and surfacing. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
5. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow from the right of way to the total contributing flow.
6. Existing sidewalk impacted by the highway construction will be replaced in kind by the county.
7. Existing curb and gutter and pedestrian ramps impacted by the highway construction will be replaced in kind by the county.
8. The county pays for standard median design which is plain concrete. If a municipality requests decorative median the municipality pays the additional cost above the cost of a standard median.
9. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.
10. Applies to new and replacement traffic signals. Includes all components that make up a permanent warranted traffic control signal system with steel poles and mast arms installed at an intersection of a county highway and public roadway at an approved location by the county. The county pays 0% of a signal system at a private access/road. The municipality pays 100% of the furnishing and maintenance of electrical power to the traffic signal. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
11. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county.
12. Decorative type lighting along the roadway.
13. Applies to trails constructed with county road projects only. Stand alone trail projects are handled separately. Locations and descriptions are shown in the Carver County Comprehensive Plan and other related trail plans and policy documents. Applies to all costs associated with trail including but not limited to: grading, drainage, base, surfacing, pedestrian ramps, wetland mitigation due to trail impacts and additional right way needed for the trail. The county will only participate in trails constructed to meet State Aid Rules and Standards. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation. Townships are exempt from paying for trails.
14. Underpasses spanning 10 feet or more are considered bridges and will be added to the county bridge safety inspection program.
15. Landscaping items as approved by the county. State Aid limit is 5% of annual construction allotment.
16. Aesthetic items that do not serve a specific transportation use such as streetscaping, median plantings, decorative railing, ornamental fencing etc. All approved median plantings require irrigation.
17. Additional costs for decorative noise walls will be the responsibility of the requesting agency.



Carver County

Division of Public Works

B. Construction Cost Share – Development Driven Project (Projects not programmed in the County 5-year CIP)

Project Items	County Share	Municipality Share	Note
Right of Way	0%	100%	1
Retaining Wall in lieu of right of way	Same %age as R/W	Same %age as R/W	
Clearing and Grubbing	100%	0%	
Grading	100% for through lane and shoulder (up to 44' wide). 50% for additional through lanes and median. 100% for county rd. to county rd. turn lanes.	0% for through lane and shoulder (up to 44' wide). 50% for additional through lanes and median. 100% for city st. to county rd. turn lanes and county rd. to city st. turn lanes	2
Aggregate Base and Surfacing	Same as Grading	Same as Grading	
Parking Lanes on 4-lane or 6-lane road	0%	100%	3
Storm Sewer and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	4
Culverts	100%	0%	
Concrete Sidewalk	0%	100%	
Concrete Curb and Gutter and Pedestrian Ramps	0%	100%	
Concrete Median and Median Curb	50%	50%	5
Concrete Driveway Entrances (Apron)	100%	0%	6
Municipal Utility Adjustment or Construction	0%	100%	
Roundabouts	By Leg if meets warrants by opening. By Leg up to 50% if meets warrants for design year. 0% if does not meet warrants for design year.	By Leg if meets warrants by opening. By Leg but no less than 50% if meets warrants for design year. 100% if does not meet warrants for design year.	
Traffic Signals	By Leg if meets warrants by opening. 50% of County Legs if meets warrants for design year. 0% if does not meet warrants for design year.	By Leg if meets warrants by opening. 100% of City legs plus 50% of County Legs if meets warrants for design year. 100% if does not meet warrants for design year.	7
Intersection Lighting	By Leg	By Leg	8
Street Lighting	0%	100%	9
Bridges	By Negotiation	By Negotiation	
Trail along county highway	0% Local	100% Local	10



Carver County

Division of Public Works

	50% Linking & Regional 100% Destination	50% Linking & Regional 0% Destination	
Pedestrian Underpass/Overpass	0%	100%	11
Landscaping	0%	100%	12
Aesthetic Treatments	0%	100%	13
Highway Signs	100%	0%	
Electronic/Specialty Signs	By Negotiation	By Negotiation	
Noise Walls	0%	100%	14
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	
Other items	By Negotiation	By Negotiation	

Development Driven Project Notes

1. Fee title and permanent and temporary easements needed for projects on the existing county highway system or newly established or dedicated county highway system including the property needed for storm water treatment basins and wetland mitigation sites. The cost share for right of way needed outside the boundaries of a development plat will be negotiated.
2. Includes grading and removal items. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
3. Includes grading, base and surfacing. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.
4. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow. County share is based on the contributing flow from the right of way less roadway surface areas that the municipality pays for. The municipality share is the contributing flow from outside the right of way plus roadway surface area the municipality pays for. Costs to replace elements of storm sewer systems will be shared at the same percentage as the original installation.
5. The county pays for standard median design which is plain concrete. If a municipality requests decorative median the municipality pays the additional cost above the cost of a standard median.
6. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.
7. Applies to new and replacement traffic signals. Includes all components that make up a permanent warranted traffic control signal system with steel poles and mast arms installed at an intersection of a county highway and public roadway at an approved location by the county. To meet signal warrants, the intersection must meet either the four hour or the eight hour vehicular volume warrant standard. The county pays 0% of a signal system at a private access/road. The municipality pays 100% of the furnishing and maintenance of electrical power to the traffic signal. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
8. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county.
9. Decorative type lighting along the roadway.
10. Applies to trails constructed with county road projects only. Locations and descriptions are shown in the Carver County Comprehensive Plan and other related trail plans and policy documents. Costs associated with trail include grading, drainage, base, surfacing, pedestrian ramps, wetland mitigation due to trail impacts and additional right way needed for the trail. The county will only participate in trails constructed to meet State Aid Rules and Standards. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation.
11. Underpasses spanning 10 feet or more are considered bridges and will be added to the county bridge safety inspection program.
12. Landscaping items as approved by the county.
13. Aesthetic items that do not serve a specific transportation use such as streetscaping, median plantings, decorative railing, ornamental fencing etc. All approved median plantings require irrigation.
14. Additional costs for decorative noise walls will be the responsibility of the requesting agency.



Carver County

Division of Public Works

- C. Maintenance - Maintenance of county highways constructed under this policy will be as follows unless specified differently in a separate maintenance agreement.**
1. The county is responsible for maintenance of the county highway between curbs or between outside edges of shoulders. This includes but is not limited to snow and ice control, patching, crack sealing, seal coating, pavement rehabilitation, shouldering, striping and sign replacement. In addition, the county is responsible for routine maintenance outside the edge of shoulder and within the right of way of a rural county highway. The county may enter into agreements with municipalities to perform highway maintenance.
 2. The municipality is responsible for maintenance of the boulevard, landscaped median, trees, shrubs, irrigation systems, sidewalk, retaining walls, steps, aesthetic treatments, and other urban appurtenances within the right-of-way of an urban county highway.
 3. The county is responsible for maintenance of bridges and culverts on the county route.
 4. The municipality is responsible for maintenance of its utilities and storm sewer systems including detention/treatment basins. Costs to replace elements of storm sewer systems will be shared at the same percentage as the original installation.
 5. The county is responsible for maintaining roundabouts with the exception of island landscaping and aesthetic treatments which are the responsibility of the municipality.
 6. Unless stipulated by special agreement, the county will own and is responsible for maintaining traffic signal systems (with the exception of the attached lighting) at county road intersections with local public roadways and private streets. The municipality is responsible for maintaining the signal lighting and the electrical power to the signal system. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.
 7. The municipality is responsible for maintenance of intersection lighting at a county road and local road intersection. The county is responsible for maintenance of intersection lighting at a county road and county road intersection.
 8. The municipality is responsible for the maintenance of street lights.
 9. The municipality is responsible for maintaining local trails within the county highway right-of-way. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation.
 10. The municipality is responsible for maintaining pedestrian underpasses and overpasses.
 11. The county is responsible for maintaining highway signs.
 12. The county is responsible for maintaining electronic/specialty signs. The costs of maintenance will be shared at the same percentage as the original installation.
 13. Maintenance of noise walls is the responsibility of the agency paying for the initial installation.

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

March 18, 2019

Paid and Unpaid Invoices:

Check #'s 327132-327302

\$1,119,627.96

Paid Electronic Invoices:

Wire #'s 1834-1843

\$275,570.76

Amount for Approval-Council Meeting:

March 18, 2019

\$1,395,198.72

Checks



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63759		02/28/2019	031919	327145	400.00	03/28/2019	INV	PD	Animal control
CHECK DATE: 03/19/2019									
104592 AARP									
63954		03/06/2019	031919	327146	295.00	04/11/2019	INV	PD	4 HR Class Chaska Lodge 3
CHECK DATE: 03/19/2019									
103825 ACUSHNET COMPANY									
600007077		09/10/2018	031919	327147	-16.08	10/10/2018	CRM	PD	RESALE CREDIT
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CHECK DATE: 03/19/2019									
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907019438		02/26/2019	031919	327147	185.35	03/28/2019	INV	PD	RESALE
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100843 AH HERMEL COMPANY									
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CHECK DATE: 03/19/2019									
757620		02/27/2019	031919	327149	455.62	03/27/2019	INV	PD	vending supplies
CHECK DATE: 03/19/2019									
					965.59				
107444 ALL STAR TROPHY & AWARDS INC									



03/15/2019 11:27
8482mrob

City of Chaska
VENDOR INVOICE LIST

P 2
apinvlst

INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
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CHECK DATE: 03/19/2019									
IV141307		03/04/2019	031919	327151	1,843.58	04/04/2019	INV	PD	M. STEINBAUER CITY ISSUED
CHECK DATE: 03/19/2019									
IV141309		03/04/2019	031919	327151	1,625.58	04/04/2019	INV	PD	J. STORMS CITY ISSUED FR
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IV141335		03/04/2019	031919	327151	1,733.58	04/04/2019	INV	PD	D. RASER CITY ISSUED FR C
CHECK DATE: 03/19/2019									
IV141340		03/04/2019	031919	327151	1,812.58	04/04/2019	INV	PD	C. SCHMEIG CITY ISSUE FR
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					16,648.32				
100079 AMERICAN DRY GOODS									
123449		03/06/2019	031919	327152	206.33	04/06/2019	INV	PD	MAINTENANCE UNIFORM HATS
CHECK DATE: 03/19/2019									
100119 SHAKOPEE VALLEY FORD									
238898	FOW	02/14/2019	031919	327153	226.86	03/14/2019	INV	PD	Squad 1162 Exhaust manifo
CHECK DATE: 03/19/2019									
238917	FOW	02/14/2019	031919	327153	50.43	03/14/2019	INV	PD	Squad 1162 O2 sensor
CHECK DATE: 03/19/2019									
238943	FOW	02/15/2019	031919	327153	326.50	03/15/2019	INV	PD	Squad 1162 exhaust parts
CHECK DATE: 03/19/2019									

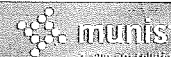


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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
240349FOW CHECK DATE: 03/19/2019		03/07/2019	031919	327153	71.78	04/07/2019	INV	PD	SQUAD CAR PARTS
					675.57				
100122 ARAMARK REFRESHMENT SERVICES									
1359608 CHECK DATE: 03/19/2019		03/07/2019	031919	327154	94.93	04/07/2019	INV	PD	COFFEE FOR FD
7097905 CHECK DATE: 03/19/2019		12/26/2018	031919	327154	96.06	03/01/2019	INV	PD	Water Filter Replacement
					190.99				
100144 ASPEN EQUIPMENT COMPANY									
10201605 CHECK DATE: 03/19/2019		03/04/2019	031919	327155	825.22	04/03/2019	INV	PD	WESTERN SNOW PLOW PARTS
100146 ASPEN MILLS INC									
232416 CHECK DATE: 03/19/2019		02/26/2019	031919	327156	126.86	03/28/2019	INV	PD	DUTY UNIFORM - Z BONNEMA
232446 CHECK DATE: 03/19/2019		02/27/2019	031919	327156	68.40	03/29/2019	INV	PD	DUTY UNIFORM - J FEHRENBA
233055 CHECK DATE: 03/19/2019		03/07/2019	031919	327156	104.78	04/06/2019	INV	PD	TAGS FOR MCI BAGS
					300.04				
100155 AUBURN MANOR									
APR 2019 CHECK DATE: 03/19/2019	190001	03/05/2019	031919	327157	200.00	04/01/2019	INV	PD	APR 2019 SENIOR CITIZEN D
104160 BCM CONSTRUCTION INC									
16005-7/FINAL CHECK DATE: 03/19/2019		02/25/2019	031919	327158	39,709.96	03/25/2019	INV	PD	2017 DT ST RECONSTRUCTION
100190 BERMUDA SANDS APPAREL LLC									
B0042717 CHECK DATE: 03/19/2019		02/26/2019	031919	327159	914.89	03/28/2019	INV	PD	STAFF UNIFORMS
100201 BCBSM INC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE	DESCRIPTION		
190304058482		03/04/2019	031419	327289	174,638.76	03/20/2019	INV	PD	APR 2019	EMP MED INS PREM		
CHECK DATE: 03/14/2019												
100214 BORDER STATES INDUSTRIES INC												
916951689	190036	01/16/2019	031919	327160	1,066.35	02/16/2019	INV	PD	CONNECT 4 COV	#14-#4		
CHECK DATE: 03/19/2019												
917271228	190037	03/07/2019	031919	327160	1,387.07	04/25/2019	INV	PD	11 TERMINATOR KITS			
CHECK DATE: 03/19/2019												
					2,453.42							
100220 BOYER FORD TRUCKS INC												
18475D		03/06/2019	031919	327161	46.39	04/06/2019	INV	PD	#114 STREET			
CHECK DATE: 03/19/2019												
100226 BRAUN INTERTEC CORPORATION												
B138548		08/09/2018	031919	327162	229.75	03/13/2019	INV	PD	BAVARIA RD TURN LANES AT			
CHECK DATE: 03/19/2019												
B143854		09/21/2018	031919	327162	830.25	03/13/2019	INV	PD	BAVARIA RD TURN LANES AT			
CHECK DATE: 03/19/2019												
B148196		10/29/2018	031919	327162	1,728.25	03/13/2019	INV	PD	WEST CREEK SUBSTATION-OCT			
CHECK DATE: 03/19/2019												
B148296		10/29/2018	031919	327162	1,945.00	03/13/2019	INV	PD	BREWERY WATER MAIN INSTAL			
CHECK DATE: 03/19/2019												
B149463		11/06/2018	031919	327162	335.25	03/13/2019	INV	PD	BAVARIA RD TURN LANES AT			
CHECK DATE: 03/19/2019												
B151564		11/27/2018	031919	327162	15,724.00	04/12/2019	INV	PD	PAR 30 RENOVATION			
CHECK DATE: 03/19/2019												
B153311		12/07/2018	031919	327162	1,916.50	03/13/2019	INV	PD	BREWERY WATER MAIN INSTAL			
CHECK DATE: 03/19/2019												
B153902		12/12/2018	031919	327162	10,229.25	03/13/2019	INV	PD	CHASKA CREEK PHASE 2-NOV			
CHECK DATE: 03/19/2019												
B157697		01/16/2019	031919	327162	868.50	04/12/2019	INV	PD	CHASKA CREEK BLVD-JAN			
CHECK DATE: 03/19/2019												
B158416		01/23/2019	031919	327162	8,493.50	04/12/2019	INV	PD	CHASKA CREEK PHASE 2-JAN			
CHECK DATE: 03/19/2019												
B159542		02/06/2019	031919	327162	569.25	04/12/2019	INV	PD	2018 DT IMPROVEMENTS CMT			
CHECK DATE: 03/19/2019												



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INVOICE		P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE		TYPE	STS	INVOICE DESCRIPTION		
B161205 CHECK DATE:		03/19/2019	02/22/2019	031919	327162	2,400.00 03/22/2019		INV	PD	ERNST HOUSE REDEVELOPMENT		
B161302 CHECK DATE:		03/19/2019	02/22/2019	031919	327162	751.75 04/12/2019		INV	PD	CHASKA CREEK PHASE 2-FEB		
B161734 CHECK DATE:		03/19/2019	02/28/2019	031919	327162	1,847.60 03/28/2019		INV	PD	TESTING OF 2018 SWEEPING		
B162265 CHECK DATE:		03/19/2019	03/06/2019	031919	327162	6,592.00 04/06/2019		INV	PD	ERNST HOUSE REDEVELOPMENT		
						54,460.85						
100247 BROADWAY AWARDS INC												
44890 CHECK DATE:		03/19/2019	02/27/2019	031919	327163	105.50 03/01/2019		INV	PD	Planning Commission Name		
100254 BRYAN ROCK PRODUCTS INC												
33114 CHECK DATE:		03/19/2019	02/28/2019	031919	327164	353.72 03/28/2019		INV	PD	W/S STOCKPILE		
100262 ROBERT J BURTIS												
63837 CHECK DATE:		03/19/2019	03/08/2019	031919	327165	150.00 04/08/2019		INV	PD	Entertainment for AOA Bea		
107447 CAO, LINH												
2004972.002 CHECK DATE:		03/14/2019	03/01/2019	031419	327290	28.00 04/01/2019		INV	PD	REFUND DIFFERENCE-MEMBER/ PAYER: CAO, LINH		
100293 CARGILL INC												
2904637017 CHECK DATE:		03/19/2019	02/28/2019	031919	327166	1,657.93 03/30/2019		INV	PD	DEICER SALT		
100314 CARVER COUNTY IS/GIS DEPT												
CSER-606 CHECK DATE:		03/19/2019	03/06/2019	031919	327167	14,303.05 04/06/2019		INV	PD	ESRI LICENSE		
100312 CHASKA/CHAN HOCKEY ASSOCIATION												
FEB-MAR 19 CHECK DATE:		03/19/2019	03/08/2019	031919	327168	4,910.19 04/08/2019		INV	PD	FEB-MAR ARENA CONCESSIONS		



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100323 CDW GOVERNMENT INC									
RBQ7623		02/11/2019	031919	327169	55.79	03/13/2019	INV	PD	IPAD CASE
CHECK DATE:	03/19/2019								
RBW6921		02/12/2019	031919	327169	334.98	03/14/2019	INV	PD	SURFACE PRO PURCHASE
CHECK DATE:	03/19/2019								
RGC7345		02/25/2019	031919	327169	398.80	03/27/2019	INV	PD	10 KEYBOARD/MICE COMBOS
CHECK DATE:	03/19/2019								
RGZ0958		02/27/2019	031919	327169	102.04	03/29/2019	INV	PD	CTC SURFACE PRO
CHECK DATE:	03/19/2019								
ZR00085258		02/27/2019	031919	327169	49.00	03/29/2019	INV	PD	WEBEX LICENSING
CHECK DATE:	03/19/2019								
					940.61				
100332 CENTERPOINT ENERGY RESOURCES CORP									
105010300/FEB19		03/06/2019	031419	327291	5,518.37	04/03/2019	INV	PD	FEB 2019 3210 CHASKA BLVD
CHECK DATE:	03/14/2019								
109045922/FEB19		03/06/2019	031419	327291	12,297.30	04/03/2019	INV	PD	FEB 2019 1661 PARK RIDGE
CHECK DATE:	03/14/2019								
109052076/FEB19		03/06/2019	031419	327291	8,099.60	04/03/2019	INV	PD	FEB 2019 1611 PARK RIDGE
CHECK DATE:	03/14/2019								
					25,915.27				
100337 QWEST CORPORATION									
1462138550		02/15/2019	031419	327293	11,934.72	03/17/2019	INV	PD	FEB 2019 INTERNET SERVICE
CHECK DATE:	03/14/2019								
313692512/MAR19		03/01/2019	031419	327292	252.80	03/29/2019	INV	PD	MAR 2019 TC CLUBHS LOC PH
CHECK DATE:	03/14/2019								
313773369/MAR19		03/01/2019	031419	327292	81.29	03/29/2019	INV	PD	MAR 2019 CCC BURGLAR ALAR
CHECK DATE:	03/14/2019								
					12,268.81				
100338 QWEST CORPORATION									
202000790/FEB19		02/21/2019	031419	327294	3,545.16	03/19/2019	INV	PD	FEB 2019 PHN/LONG DIST SV
CHECK DATE:	03/14/2019								
202001327/FEB19		02/21/2019	031419	327294	40.95	03/19/2019	INV	PD	FEB 2019 T1 FOR PHONE SYS
CHECK DATE:	03/14/2019								



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100374 CHANHASSEN, CITY OF					3,586.11				
63693		02/28/2019	031919	327170	14.88	03/21/2019	INV	PD	STORMWATER 12/1/18 - 2/28
CHECK DATE:	03/19/2019								
63739		03/04/2019	031919	327170	28.40	03/26/2019	INV	PD	FEB 2019 TH41/82ND ST SIG
CHECK DATE:	03/19/2019								
100362 CHASKA HIGH SCHOOL					43.28				
JAN-FEB 2019		03/04/2019	031919	327171	6,183.00	04/04/2019	INV	PD	GATE ADMISSIONS JAN-FEB 2
CHECK DATE:	03/19/2019								
100379 CHANHASSEN SENIOR CENTER									
63659		02/26/2019	031919	327172	382.00	03/26/2019	INV	PD	Bell Museum (balance) Tra
CHECK DATE:	03/19/2019								
100418 CLEARSOFT INC									
113-308		03/01/2019	031919	327173	75.00	03/27/2019	INV	PD	MAR 2019 WATER SOFTENER R
CHECK DATE:	03/19/2019								
104831 PACIFIC RIM VENTURES INC									
1012581-00		02/14/2019	031919	327174	9.99	04/14/2019	INV	PD	RESALE
CHECK DATE:	03/19/2019								
100436 COMCAST CORPORATION									
0033141Mar19CCC		02/25/2019	031219	327142	42.01	03/22/2019	INV	PD	CCC cable tv
CHECK DATE:	03/12/2019								
0036243-MAR19-TC		03/07/2019	031419	327295	153.86	04/01/2019	INV	PD	CLUBHOUSE CABLE
CHECK DATE:	03/14/2019								
0318609Feb19Fitness		01/23/2019	031219	327142	316.08	02/17/2019	INV	PD	fitness tv cable
CHECK DATE:	03/12/2019								
0318609Mar19Fitness		02/23/2019	031219	327142	326.08	03/20/2019	INV	PD	fitness tv cable
CHECK DATE:	03/12/2019								
100429 COORDINATED BUSINESS SYSTEMS LTD					838.03				
INV4201		02/22/2019	031919	327175	100.12	03/04/2019	INV	PD	M401N /M425DN copies



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE:	03/19/2019								
INV4915		02/25/2019	031919	327177	351.62	03/07/2019	INV	PD	MAR 2019 PRINTER CONTRACT
CHECK DATE:	03/19/2019								
INV8347		03/12/2019	031919	327176	514.90	03/22/2019	INV	PD	Contract invoice
CHECK DATE:	03/19/2019								
					966.64				
100475 CRYSTEEL TRUCK EQUIPMENT INC									
LP189730		02/28/2019	031919	327178	829.29	03/28/2019	INV	PD	UNIT #108 SNOW
CHECK DATE:	03/19/2019								
LP189785		03/01/2019	031919	327178	168.00	04/01/2019	INV	PD	PLOW PARTS FOR TRAILS
CHECK DATE:	03/19/2019								
					997.29				
102302 COREY TREBIATOWSKI									
2019-038		02/23/2019	031919	327179	637.00	03/25/2019	INV	PD	SNOW HAULING ON 2/22/19
CHECK DATE:	03/19/2019								
100479 CULLIGAN-METRO BROOKLYN PARK									
64013		02/28/2019	031419	327296	64.61	03/20/2019	INV	PD	COOLER RENT & WTER
CHECK DATE:	03/14/2019								
100480 CUMMINS NPOWER LLC									
E4-78460		03/01/2019	031919	327180	363.22	04/01/2019	INV	PD	UNIT #130 FILTERS
CHECK DATE:	03/19/2019								
100481 CUSTOM FIRE APPARATUS INC									
0018768-IN		02/28/2019	031919	327181	248.00	03/28/2019	INV	PD	TRUCK REPAIR
CHECK DATE:	03/19/2019								
100485 CUZZYS OF CHASKA INC									
1256		03/07/2019	031919	327182	1,244.50	04/07/2019	INV	PD	Wellness Kick-off Luncheon
CHECK DATE:	03/19/2019								
100499 DAVES EXCAVATING INC									
4123		02/26/2019	031919	327183	1,170.00	03/28/2019	INV	PD	SNOW HAULING 2/14 AND 2/2
CHECK DATE:	03/19/2019								



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS INVOICE DESCRIPTION
105629 DICKS SANITATION SERVICE INC							
DT0002514376		02/28/2019	031419	327297	640.32 03/11/2019	INV PD	MAR CCC TRASH PICKUP
CHECK DATE: 03/14/2019							
104633 EASTERN CARVER COUNTY SCHOOLS (REBATES)							
183404601-2019-PR PL		03/06/2019	031919	327184	1,337.50 04/06/2019	INV PD	MAR 2019 REBATE-BUSINESS
CHECK DATE: 03/19/2019							
107451 ENERGAGE LLC							
7101264		02/28/2019	031919	327185	3,840.00 03/30/2019	INV PD	EMP TOP WORKPLACES SURVEY
CHECK DATE: 03/19/2019							
102657 ENERGY MANAGEMENT SOLUTIONS INC							
9507		03/01/2019	031919	327186	6,803.85 04/05/2019	INV PD	MONTHLY RETAINER FEE
CHECK DATE: 03/19/2019							
105728 FIDELITY SECURITY LIFE INSURANCE COMPANY							
163814691		02/21/2019	030119	327132	600.53 03/21/2019	INV PD	MAR 2019 EMP VISION INS P
CHECK DATE: 03/01/2019							
105908 FAMILY SUPPORT REGISTRY							
PR03011910859189		03/01/2019	030119	327133	34.00 03/01/2019	INV PD	030119 Payroll Child Supp
CHECK DATE: 03/01/2019							
100649 FEDERAL EXPRESS CORPORATION							
6-473-55964		02/27/2019	030819	327137	40.43 03/14/2019	INV PD	ELECTRIC SHIPPING
CHECK DATE: 03/08/2019							
100653 FERGUSON ENTERPRISES INC							
6410365		02/19/2019	031919	327187	46.09 03/19/2019	INV PD	WELL #7
CHECK DATE: 03/19/2019							
6431895		02/28/2019	031919	327187	40.80 03/28/2019	INV PD	CITY PARK BUILDING OPERAT
CHECK DATE: 03/19/2019							
106319 CHAD JEREMY FIGG					86.89		

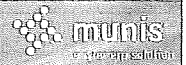


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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
FEB 2019 CHECK DATE: 03/19/2019		03/08/2019	031919	327188	531.60	04/08/2019	INV	PD	FEB TAE KWON DO
105726 FITZGERALD EXCAVATING & TRUCKING INC									
53090390-5/FINAL CHECK DATE: 03/19/2019		09/11/2018	031919	327189	2,393.17	04/11/2019	INV	PD	CANYON RD SLOPE STABILIZA
102943 NORTHWOODS FORD									
CHASKA 19-102 CHECK DATE: 03/19/2019		02/14/2019	031919	327190	28,696.45	04/01/2019	INV	PD	New squad 1192-2019 FORD
104338 FORD, MICHAEL									
FEB 2019 CHECK DATE: 03/19/2019		02/28/2019	031919	327191	48.26	04/01/2019	INV	PD	FEB IS MILEAGE
100707 GEAR FOR SPORTS									
41604986 CHECK DATE: 03/19/2019		02/20/2019	031919	327192	861.09	03/20/2019	INV	PD	Curling resale apparel
41606853 CHECK DATE: 03/19/2019		02/27/2019	031919	327192	619.08	05/12/2019	INV	PD	RESALE
41606859 CHECK DATE: 03/19/2019		02/27/2019	031919	327192	929.38	05/12/2019	INV	PD	RESALE
41607730 CHECK DATE: 03/19/2019		03/01/2019	031919	327192	276.91	04/01/2019	INV	PD	RESALE
41607937 CHECK DATE: 03/19/2019		03/01/2019	031919	327192	813.30	05/15/2019	INV	PD	RESALE
41607979 CHECK DATE: 03/19/2019		03/01/2019	031919	327192	797.99	05/15/2019	INV	PD	RESALE
41607985 CHECK DATE: 03/19/2019		03/01/2019	031919	327192	1,682.84	05/15/2019	INV	PD	RESALE
41608047 CHECK DATE: 03/19/2019		03/01/2019	031919	327192	1,960.40	05/15/2019	INV	PD	RESALE
					7,940.99				
106901 INFLECTION.COM INC									
CIT02939008 CHECK DATE: 03/19/2019		02/28/2019	031919	327193	246.00	03/15/2019	INV	PD	BACKGROUND CHECKS



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101463 GOPHER STATE ONE CALL									
9020269		02/28/2019	031919	327194	99.90	03/28/2019	INV	PD	FEBRUARY LOCATES
CHECK DATE: 03/19/2019									
100759 GRAINGER									
9103032851		03/01/2019	031919	327195	14.04	03/31/2019	INV	PD	curling supplies
CHECK DATE: 03/19/2019									
100758 GRAYBAR ELECTRIC COMPANY INC									
9308194066	190034	01/17/2019	031919	327196	60.96	02/17/2019	INV	PD	LAMP ORTZ 1500 DC BAY
CHECK DATE: 03/19/2019									
107449 GRINNELL, KELLY									
63715		01/10/2019	031919	327197	293.60	04/01/2019	INV	PD	AIRFARE-TYLER CONF IN DAL
CHECK DATE: 03/19/2019									
107448 HANSON, MATT									
63718		02/14/2019	031919	327198	134.97	04/01/2019	INV	PD	M HANSON INITIAL ISSUE-PA
CHECK DATE: 03/19/2019									
63719		02/20/2019	031919	327198	65.44	04/01/2019	INV	PD	PESTICIDE LICENSE RENEWAL
CHECK DATE: 03/19/2019									
					200.41				
100810 HAWKINS INC									
4447980		02/15/2019	031919	327199	3,221.52	04/01/2019	INV	PD	WTP CHEMICALS
CHECK DATE: 03/19/2019									
4450120		02/22/2019	031919	327199	15.00	04/08/2019	INV	PD	DEMURRAGE
CHECK DATE: 03/19/2019									
4450232		02/22/2019	031919	327199	10.00	04/08/2019	INV	PD	DEMURRAGE
CHECK DATE: 03/19/2019									
					3,246.52				
100827 HEGERS DAIRY LLC									
63854		03/06/2019	031919	327200	9.40	04/06/2019	INV	PD	February Milk For Treks &
CHECK DATE: 03/19/2019									
103809 HENNEPIN COUNTY TREASURER									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
63781		03/06/2019	031219	327143	35.00	03/20/2019	INV	PD	CONF-STEPHANIE WIPF 3/20
CHECK DATE: 03/12/2019									
100848 HIGH TECH CLEANING INC									
14595		03/01/2019	031919	327201	3,092.25	04/01/2019	INV	PD	CITY HALL MARCH CLEANING
CHECK DATE: 03/19/2019									
14596		03/01/2019	031919	327201	485.16	04/01/2019	INV	PD	COMMUNITY ROOM-CLOVER RID
CHECK DATE: 03/19/2019									
14597		03/01/2019	031919	327201	1,495.91	04/01/2019	INV	PD	FIRE STATION
CHECK DATE: 03/19/2019									
14598		03/01/2019	031919	327201	1,140.83	04/01/2019	INV	PD	HISTORY CENTER MARCH CLEA
CHECK DATE: 03/19/2019									
14599		03/01/2019	031919	327201	202.15	04/01/2019	INV	PD	IT DEPARTMENT MARCH CLEAN
CHECK DATE: 03/19/2019									
14600		03/01/2019	031919	327201	1,971.55	04/01/2019	INV	PD	MSB MARCH CLEANING
CHECK DATE: 03/19/2019									
14601		03/01/2019	031919	327201	161.72	04/01/2019	INV	PD	STANTEC BUILDING MARCH CL
CHECK DATE: 03/19/2019									
14602		03/01/2019	031919	327201	625.00	04/01/2019	INV	PD	WTP MARCH CLEANING
CHECK DATE: 03/19/2019									
					9,174.57				
101612 THOMAS AND SANDRA RAUSA									
057771		02/28/2019	031919	327202	97.50	03/30/2019	INV	PD	NAMETAGS
CHECK DATE: 03/19/2019									
103546 HINTZE, ROBERT									
FEB 2019		02/28/2019	031919	327203	52.55	04/04/2019	INV	PD	FEB IS MILEAGE
CHECK DATE: 03/19/2019									
100859 HOISINGTON KOEGLER GROUP INC									
017-038-16		03/11/2019	031919	327204	5,429.85	04/11/2019	INV	PD	CITY SQUARE WEST-FEB
CHECK DATE: 03/19/2019									
018-003-6		03/10/2019	031919	327204	970.00	04/10/2019	INV	PD	BRICKYARD WALL DESIGN
CHECK DATE: 03/19/2019									

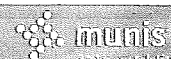


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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
					6,399.85				
106151 HOLT TOUR AND CHARTER INC									
42543		03/05/2019	031919	327205	750.00	04/05/2019	INV	PD	Transportation St. Cloud/
CHECK DATE: 03/19/2019									
100883 HYDRA POWER HYDRAULICS INC									
17585		02/25/2019	031919	327206	403.86	03/25/2019	INV	PD	REPAIR OF POLE PULLER
CHECK DATE: 03/19/2019									
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2019/0301-ICMA		03/01/2019	030819	327138	2,987.73	03/01/2019	INV	PD	20190301 - Payroll 457 &
CHECK DATE: 03/08/2019									
104751 IMPACT MAILING OF MINNESOTA INC									
138775		02/28/2019	031919	327207	1,143.03	03/28/2019	INV	PD	Feb Reminder Notices 2/19
CHECK DATE: 03/19/2019									
138971		03/06/2019	031919	327207	7,934.60	04/06/2019	INV	PD	February Bill statements
CHECK DATE: 03/19/2019									
					9,077.63				
100943 JEFFERSON FIRE & SAFETY INC									
IN103250		02/25/2019	031919	327208	60.20	03/17/2019	INV	PD	HELMET BADGE
CHECK DATE: 03/19/2019									
107414 JEWISH COMMUNITY RELATIONS COUNCIL									
1640		02/01/2019	031919	327209	500.00	03/26/2019	INV	PD	Transfer of Memory Exhibi
CHECK DATE: 03/19/2019									
106691 JOFIT LLC									
244470		02/11/2019	031919	327210	984.84	03/13/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
100972 JT SERVICES OF MINNESOTA									
JT19-063-04	190035	03/04/2019	031919	327211	371.93	04/03/2019	INV	PD	STREET LIGHT 150W STARTIN
CHECK DATE: 03/19/2019									
102949 KENNEDY & GRAVEN, CHARTERED									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CH145-00017 DEC CHECK DATE: 03/19/2019		02/27/2019	031919	327212	62.50	03/27/2019	INV	PD	TIF 18 DDK BLDG CTR SITE
CH145-00018 DEC CHECK DATE: 03/19/2019		02/27/2019	031919	327212	100.00	03/27/2019	INV	PD	TIF 22 ERNST HOUSE REDEVE
					162.50				
107428 KIVA MANAGEMENT LLC									
00104083-4/19 CHECK DATE: 03/19/2019	190029	03/05/2019	031919	327213	291.90	04/01/2019	INV	PD	APR 2019 COMMUNITY ROOM D
100999 KLEBER, MIKE									
63232 CHECK DATE: 03/19/2019		02/19/2019	031919	327214	182.96	03/20/2019	INV	PD	Conf-Luggage,transportati
101003 KLOOS ELECTRIC INC									
15887 CHECK DATE: 03/19/2019		02/27/2019	031919	327215	297.00	03/27/2019	INV	PD	HOOK UP REDUNDENCY HEATER
107450 ROSE MARIE KORABEK									
1 CHECK DATE: 03/19/2019		03/01/2019	031919	327216	200.00	04/01/2019	INV	PD	MISSION 21 STICKERS
101022 KUSSKE CONSTRUCTION CO LLC									
63743 CHECK DATE: 03/19/2019		02/26/2019	031919	327217	6,495.00	03/26/2019	INV	PD	FEBRUARY SNOW HAULING
101043 LANO EQUIPMENT INC									
01-622872 CHECK DATE: 03/19/2019		11/26/2018	031919	327218	170.25	03/01/2019	INV	PD	BOBCAT FRONT DOOR WINDOW
01-627176 CHECK DATE: 03/19/2019		12/17/2018	031919	327218	8.78	03/01/2019	INV	PD	BOBCAT DOOR HINGE
01-642680 CHECK DATE: 03/19/2019		01/23/2019	031919	327218	153.86	03/01/2019	INV	PD	BOBCAT SWEEPER PARTS
01-646655 CHECK DATE: 03/19/2019		02/15/2019	031919	327218	95.08	03/15/2019	INV	PD	STREET BOBCATS
01-649419 CHECK DATE: 03/19/2019		02/28/2019	031919	327218	59.96	03/28/2019	INV	PD	BOBCAT DOOR WEATHER STRIP



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
01-649907 CHECK DATE: 03/19/2019		03/01/2019	031919	327218	152.81	04/01/2019	INV	PD	BOBCAT SNOW BLOWER PARTS
01-649959 CHECK DATE: 03/19/2019		03/01/2019	031919	327218	107.58	04/01/2019	INV	PD	SPRING GAS DOOR (SNOW)
01-650989 CHECK DATE: 03/19/2019		03/07/2019	031919	327218	367.52	04/07/2019	INV	PD	BOBCAT FUEL FILTERS
01-651079 CHECK DATE: 03/19/2019		03/07/2019	031919	327218	73.40	04/07/2019	INV	PD	UNIT #810 BOBCAT REPAIRS
					1,189.24				
101050 LAW ENFORCEMENT LABOR SERVICES INC									
March 2019 CHECK DATE: 03/01/2019		03/01/2019	030119	327134	1,071.00	03/01/2019	INV	PD	March 2019 Police Union D
101080 BRUNSWICK CORPORATION									
6025183 CHECK DATE: 03/19/2019		02/19/2019	031919	327219	41.21	03/21/2019	INV	PD	bike repair
101091 REORG PIZZA LLC									
80206650-2019-1 CHECK DATE: 03/19/2019		03/06/2019	031919	327220	440.00	04/06/2019	INV	PD	MAR 2019 REBATE-BUSINESS
103842 LOCAL GOVERNMENT INFORMATION SYSTEMS									
46758 CHECK DATE: 03/19/2019		03/01/2019	031919	327221	686.00	03/31/2019	INV	PD	Mar SA Support
105139 LUBE TECH AND PARTNERS LLC									
1335841 CHECK DATE: 03/19/2019		03/06/2019	031919	327222	650.35	04/05/2019	INV	PD	TOWN COURSE
1335842 CHECK DATE: 03/19/2019		03/06/2019	031919	327222	280.46	04/05/2019	INV	PD	FUEL AND LUBES
					930.81				
101177 METROPOLITAN AREA MANAGEMENT ASSOC									
63885 CHECK DATE: 03/19/2019		03/11/2019	031919	327223	45.00	04/11/2019	INV	PD	MAMA DUES-N. KABAT



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
103176 MANSFIELD OIL COMPANY									
21197338		03/05/2019	031919	327224	2,521.20	04/04/2019	INV	PD	UNLEADED FUEL
CHECK DATE:	03/19/2019								
21197474		03/05/2019	031919	327224	9,025.77	04/04/2019	INV	PD	DYED DIESEL
CHECK DATE:	03/19/2019								
21205645		03/12/2019	031919	327224	5,284.15	04/11/2019	INV	PD	DYED DIESEL
CHECK DATE:	03/19/2019								
					16,831.12				
101139 MAREK, SUSAN									
63821		03/03/2019	031919	327225	180.61	04/03/2019	INV	PD	OFFICIATING CLINIC LUNCH/
CHECK DATE:	03/19/2019								
101168 MELCHERT HUBERT SJODIN PLLP									
143441		03/07/2019	031919	327226	1,121.00	04/07/2019	INV	PD	GENERAL FUND LEGAL
CHECK DATE:	03/19/2019								
143442		03/07/2019	031919	327226	560.00	04/07/2019	INV	PD	HOLASEK PROPERTY PURCHASE
CHECK DATE:	03/19/2019								
143443		03/07/2019	031919	327226	1,280.00	04/07/2019	INV	PD	NE COLLECTOR ASSESSMENT
CHECK DATE:	03/19/2019								
143444		03/07/2019	031919	327226	9,384.95	04/07/2019	INV	PD	CSAH 44 & HWY 212 PARCEL
CHECK DATE:	03/19/2019								
143445		03/07/2019	031919	327226	57.00	04/07/2019	INV	PD	CCC EXPANSION-LEASE
CHECK DATE:	03/19/2019								
143446		03/07/2019	031919	327226	350.00	04/07/2019	INV	PD	CLUB WEST 7TH, 8TH, 9TH A
CHECK DATE:	03/19/2019								
143447		03/07/2019	031919	327226	57.00	04/07/2019	INV	PD	MOUNTAIN BIKE TRAIL (MNDO
CHECK DATE:	03/19/2019								
143448		03/07/2019	031919	327226	95.00	04/07/2019	INV	PD	ELECTRICAL EASEMENTS
CHECK DATE:	03/19/2019								
143449		03/07/2019	031919	327226	430.00	04/07/2019	INV	PD	FEDERAL TWITTER CASE
CHECK DATE:	03/19/2019								
143450		03/07/2019	031919	327226	210.00	04/07/2019	INV	PD	AGREEMENT-RAILROAD FEES
CHECK DATE:	03/19/2019								
143451		03/07/2019	031919	327226	1,624.50	04/07/2019	INV	PD	MISCELLANEOUS LEGAL
CHECK DATE:	03/19/2019								
143452		03/07/2019	031919	327226	280.00	04/07/2019	INV	PD	SAVANNA ESTATES



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/19/2019									
101183 METROPOLITAN COUNCIL					15,449.45				
FEB 2019 SAC		02/28/2019	031919	327227	44,282.70	03/28/2019	INV	PD	FEB 2019 SAC CHARGES
CHECK DATE: 03/19/2019									
101182 METROPOLITAN COUNCIL									
0001093084		03/06/2019	031919	327228	202,821.43	04/01/2019	INV	PD	APR 2019 SEWER SERVICE FO
CHECK DATE: 03/19/2019									
0001093956		03/08/2019	031919	327229	20,782.70	04/07/2019	INV	PD	WTP STRENGTH CHARGE
CHECK DATE: 03/19/2019									
101187 METRO SALES INC					223,604.13				
INV1277003		02/18/2019	031919	327230	165.00	03/20/2019	INV	PD	Ricoh/MP C3003 color
CHECK DATE: 03/19/2019									
INV1289395		03/04/2019	031919	327230	166.20	04/03/2019	INV	PD	Contract Invoice
CHECK DATE: 03/19/2019									
INV1289804		03/05/2019	031919	327230	197.00	04/04/2019	INV	PD	Contract invoice
CHECK DATE: 03/19/2019									
103672 MEYER, PAUL					528.20				
FEB 2019		02/28/2019	031919	327231	76.04	04/01/2019	INV	PD	FEB IS MILEAGE
CHECK DATE: 03/19/2019									
104380 MINGER CONSTRUCTION COMPANIES INC									
663		06/26/2018	031919	327232	7,010.00	03/11/2019	INV	PD	IMPROVEMENTS TO STORM SEP
CHECK DATE: 03/19/2019									
101217 MINNESOTA CHILD SUPPORT PMT CTR									
PR0301190014172152		03/01/2019	030119	327135	184.12	03/01/2019	INV	PD	030119 Payroll Child Supp
CHECK DATE: 03/01/2019									
PR030119001510208001		03/01/2019	030119	327136	373.66	03/01/2019	INV	PD	030119 Payroll Child Supp
CHECK DATE: 03/01/2019									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101222 MINNESOTA CLAY CO USA					557.78				
108614		02/19/2019	031919	327233	41.13	03/21/2019	INV	PD	Pottery Supplies
CHECK DATE: 03/19/2019									
108776		03/04/2019	031919	327233	62.74	04/03/2019	INV	PD	Pottery Supplies
CHECK DATE: 03/19/2019									
101227 MINNESOTA ELEVATOR INC					103.87				
791416		03/01/2019	031919	327234	358.28	04/01/2019	INV	PD	MAR CCC ELEVATOR SERVICE
CHECK DATE: 03/19/2019									
101303 MINNESOTA TEAMSTERS LOCAL #320									
March 2019		02/27/2019	030819	327139	3,450.00	03/15/2019	INV	PD	March 2019 Local #320 Uni
CHECK DATE: 03/08/2019									
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
107050711/FEB19		02/27/2019	031419	327298	774.84	03/22/2019	INV	PD	FEB 2019 ST LITES TOWN CO
CHECK DATE: 03/14/2019									
778377500/FEB19		03/07/2019	031419	327298	69.33	04/02/2019	INV	PD	FEB 2019 12500 COUNTY RD
CHECK DATE: 03/14/2019									
778377800/FEB19		03/07/2019	031419	327298	71.46	04/02/2019	INV	PD	FEB 2019 4250 ENGLER BLVD
CHECK DATE: 03/14/2019									
778377900/FEB19		03/07/2019	031419	327298	20.49	04/02/2019	INV	PD	FEB 2019 4100 ENGLER BLVD
CHECK DATE: 03/14/2019									
101281 KRISTIE MITCHELL					936.12				
63697		03/04/2019	031919	327235	1,686.31	04/04/2019	INV	PD	2019 ICE SHOW PAYMENT (MA
CHECK DATE: 03/19/2019									
101248 MINNESOTA MUNICIPAL POWER AGENCY									
2019-7		03/08/2019	031919	327236	113,522.50	04/01/2019	INV	PD	SEMI-ANNUAL PMT-NET D/S S
CHECK DATE: 03/19/2019									
101192 STATE OF MINNESOTA									
1000041313		03/01/2019	031919	327237	7,991.71	04/01/2019	INV	PD	4TH QTR FISCAL YEAR 2019



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 03/19/2019									
101341 MINNESOTA DEPT OF LABOR & INDUSTRY									
ALR00930711		03/02/2019	031919	327238	100.00	04/01/2019	INV	PD	ANNUAL ELEVATOR OPERATING
CHECK DATE: 03/19/2019									
FEBRUARY0190352019		02/28/2019	031919	327239	2,022.44	03/28/2019	INV	PD	FEB 2019 PERMIT SURCHARGE
CHECK DATE: 03/19/2019									
					2,122.44				
105995 MONEY MOVERS INC									
116637		03/03/2019	031919	327240	96.00	04/03/2019	INV	PD	Feb health ins reimburse
CHECK DATE: 03/19/2019									
106886 MR FIG STUFF LLC									
2004964.002		02/27/2019	031219	327144	104.68	03/27/2019	INV	PD	CATERING DEPOSIT REFUND
CHECK DATE: 03/12/2019									
101356 MTI DISTRIBUTING INC #31380									
1195960-00		11/28/2018	031919	327241	-38.80	12/28/2018	CRM	PD	CREDIT PARK DEPT
CHECK DATE: 03/19/2019									
1199746-00		02/25/2019	031919	327241	7,996.11	03/25/2019	INV	PD	#260 NEW TORO MOWER
CHECK DATE: 03/19/2019									
					7,957.31				
101354 MTI DISTRIBUTING INC #700767									
1202111-00		02/27/2019	031919	327242	684.93	03/27/2019	INV	PD	WALKING GREENS MOWER PART
CHECK DATE: 03/19/2019									
1202111-01		02/28/2019	031919	327242	442.21	03/28/2019	INV	PD	WALK GREENSMOWER PARTS
CHECK DATE: 03/19/2019									
1202474-00		03/05/2019	031919	327242	162.94	04/05/2019	INV	PD	WALK MOWER PARTS
CHECK DATE: 03/19/2019									
1202475-00		03/06/2019	031919	327242	-523.21	04/06/2019	CRM	PD	CREDIT PARTS
CHECK DATE: 03/19/2019									
1202964-00		03/12/2019	031919	327242	220.35	04/12/2019	INV	PD	WALK MOWER PARTS
CHECK DATE: 03/19/2019									
					987.22				
101365 NAPA AUTO PARTS CHASKA									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
4472/FEB2019 CHECK DATE: 03/14/2019		02/28/2019	031419	327299	935.18	03/10/2019	INV	PD	FEB 2019 PARTS/SUPPLIES
101428 NORTHLAND SYSTEMS									
49416 CHECK DATE: 03/19/2019		12/19/2018	031919	327243	316.50	04/12/2019	INV	PD	CISCO LICENSING
49731 CHECK DATE: 03/19/2019		02/01/2019	031919	327243	460.00	04/12/2019	INV	PD	CISCO LICENSING
					776.50				
101436 NUCO2 INC									
58612923 CHECK DATE: 03/19/2019		03/01/2019	031919	327244	156.83	04/01/2019	INV	PD	pool supplies
101470 O'REILLY AUTOMOTIVE STORES INC									
556275/FEB2019 CHECK DATE: 03/14/2019		02/28/2019	031419	327300	366.01	03/20/2019	INV	PD	FEB 2019 PARTS/SUPPLIES
101445 OFFICE DEPOT									
278764776001-1 CHECK DATE: 03/19/2019		02/25/2019	031919	327245	137.38	03/30/2019	INV	PD	Misc Supplies - Classific
278764776001-2 CHECK DATE: 03/19/2019		02/25/2019	031919	327245	81.53	03/30/2019	INV	PD	Binders, Heavy Duty Stapl
279304496001 CHECK DATE: 03/19/2019		02/26/2019	031919	327245	17.49	03/29/2019	INV	PD	Manila envelopes
283728479001 CHECK DATE: 03/19/2019		03/06/2019	031919	327245	17.12	04/05/2019	INV	PD	Binders
					253.52				
101465 ON SITE SANITATION INC									
0000723420 CHECK DATE: 03/19/2019		02/23/2019	031919	327246	140.00	03/25/2019	INV	PD	CLOVER RIDGE HOCKEY RINK
0000723421 CHECK DATE: 03/19/2019		02/23/2019	031919	327246	140.00	03/25/2019	INV	PD	FIREMAN'S PARK ICE RINK
					280.00				
105832 O SPORTSWEAR LLC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
ARINV-261542		02/27/2019	031919	327247	865.50	08/15/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
101492 PAUL BAERTSCHI									
63968		03/08/2019	031919	327248	155.00	04/08/2019	INV	PD	MN Police Briefs
CHECK DATE: 03/19/2019									
101530 PING INC									
14421164		10/03/2018	031919	327249	-120.00	11/30/2018	CRM	PD	resale credit
CHECK DATE: 03/19/2019									
14537803		01/31/2019	031919	327249	-350.04	02/15/2019	CRM	PD	resale credit (rebate)
CHECK DATE: 03/19/2019									
14569564		02/25/2019	031919	327249	136.91	04/27/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
14572609		02/26/2019	031919	327249	1,292.97	04/27/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
14580383		03/01/2019	031919	327249	462.67	08/28/2019	INV	PD	2019 DEMO/ RENTALS
CHECK DATE: 03/19/2019									
14580387		03/01/2019	031919	327249	1,622.45	04/30/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
14580388		03/01/2019	031919	327249	2,068.09	08/28/2019	INV	PD	2019 DEMO/RENTALS
CHECK DATE: 03/19/2019									
14580390		03/01/2019	031919	327249	1,760.46	04/30/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
14580391		03/01/2019	031919	327249	1,510.46	05/01/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
14587546		03/05/2019	031919	327249	487.35	05/05/2019	INV	PD	RESALE
CHECK DATE: 03/19/2019									
					8,871.32				
106841 PLOPPER, JOSIAH									
10008337-2019-1		03/06/2019	031919	327250	326.16	04/06/2019	INV	PD	MAR 2019 REBATE-RESIDENTI
CHECK DATE: 03/19/2019									
101543 PLUNKETTS PEST CONTROL INC									
6184999		02/01/2019	031919	327251	65.06	03/01/2019	INV	PD	PEST CONTROL - FIRE DEPT
CHECK DATE: 03/19/2019									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101551 POPPITZ CONSTRUCTION INC									
1042		02/23/2019	031919	327252	3,755.50	03/25/2019	INV	PD	SNOW HAULING 2/8,2/14 AND
CHECK DATE: 03/19/2019									
101557 POWER SYSTEM ENGINEERING INC									
9029388		03/06/2019	031919	327253	2,646.18	04/06/2019	INV	PD	BLUFF CREEK VOLTAGE METER
CHECK DATE: 03/19/2019									
9029450		03/13/2019	031919	327253	832.50	04/13/2019	INV	PD	BLUFF CREEK SUB - ENG FOR
CHECK DATE: 03/19/2019									
9029451		03/13/2019	031919	327253	2,246.67	04/13/2019	INV	PD	LAKE HAZELTINE SUB - ENG
CHECK DATE: 03/19/2019									
9029452		03/13/2019	031919	327253	1,295.00	04/13/2019	INV	PD	WEST CRK SUB BUS 2 ADD'N
CHECK DATE: 03/19/2019									
					7,020.35				
101571 PREMIUM WATERS INC									
417080-02-19		02/28/2019	031919	327254	19.24	03/30/2019	INV	PD	DRINKING WATER
CHECK DATE: 03/19/2019									
103055 QUALITY PROPANE INC									
178261T		02/18/2019	031919	327255	143.22	03/20/2019	INV	PD	L P gas
CHECK DATE: 03/19/2019									
178351T		02/25/2019	031919	327255	121.22	03/27/2019	INV	PD	L P gas
CHECK DATE: 03/19/2019									
					264.44				
101684 R & R SPECIALTIES OF WISCONSIN INC									
0067283-IN		02/26/2019	031919	327256	66.90	03/26/2019	INV	PD	blade sharpening
CHECK DATE: 03/19/2019									
101652 RIES HEATING & A/C INC									
18959		02/14/2019	031919	327257	234.25	03/14/2019	INV	PD	MAKE-UP AIR & EXHAUST FAN
CHECK DATE: 03/19/2019									
101662 KEVIN G SIEGLE									
16555		02/26/2019	031919	327258	41.00	03/28/2019	INV	PD	Business cards-Hentges
CHECK DATE: 03/19/2019									

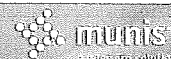


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VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
16596 CHECK DATE: 03/19/2019		03/05/2019	031919	327258	74.00	04/04/2019	INV	PD	BUSINESS CARDS - CASTLE
16606 CHECK DATE: 03/19/2019		03/07/2019	031919	327258	99.00	04/06/2019	INV	PD	BUSINESS CARDS - WIPF, DO
					214.00				
101668 ROBB'S ELECTRIC INC									
32350 CHECK DATE: 03/19/2019		03/06/2019	031919	327259	3,145.00	04/06/2019	INV	PD	CITY HALL BUILDING
32352 CHECK DATE: 03/19/2019		03/06/2019	031919	327259	610.00	04/06/2019	INV	PD	CITY HALL RECEPTACLES
					3,755.00				
101669 ROBERT HALF TECHNOLOGY									
52962796 CHECK DATE: 03/19/2019		03/05/2019	031919	327260	510.03	04/05/2019	INV	PD	CSR TEMP - SWANSON - W/E
52989242 CHECK DATE: 03/19/2019		03/11/2019	031919	327260	702.03	04/11/2019	INV	PD	CSR Temp - Swanson - W/E
					1,212.06				
101738 SCHILLING SUPPLY COMPANY									
704552-00 CHECK DATE: 03/19/2019		02/22/2019	031919	327261	1,070.98	03/22/2019	INV	PD	cleaning supplies
704553-00 CHECK DATE: 03/19/2019		02/22/2019	031919	327261	88.05	03/22/2019	INV	PD	cleaning supplies
					1,159.03				
101760 SENTRY SYSTEMS INC									
746704 CHECK DATE: 03/19/2019		03/06/2019	031919	327262	165.66	04/06/2019	INV	PD	TC SECURITY SYSTEM REPAIR
101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN									
5889-3 CHECK DATE: 03/19/2019		03/05/2019	031919	327263	39.88	04/20/2019	INV	PD	WTP MAINTENANCE
104827 ROHN INDUSTRIES INC									
330916 CHECK DATE: 03/19/2019		02/25/2019	031919	327264	20.25	03/25/2019	INV	PD	Secure On-Site Document S



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC									
89432850-001		03/06/2019	031919	327265	97.18	04/15/2019	INV	PD	ICE MELTING CHEMICAL
CHECK DATE:	03/19/2019								
89439823-001		03/06/2019	031919	327265	-16.20	04/15/2019	CRM	PD	OVER-CHARGE CREDIT
CHECK DATE:	03/19/2019								
					80.98				
101828 SOUTHWEST NEWS MEDIA									
2043496		02/07/2019	031919	327266	207.90	03/25/2019	INV	PD	CITY COUNCIL VACANCY
CHECK DATE:	03/19/2019								
2043497		02/07/2019	031919	327266	124.80	03/25/2019	INV	PD	2019 DT ST RECON-ASSESSME
CHECK DATE:	03/19/2019								
2043771		02/14/2019	031919	327266	207.90	03/25/2019	INV	PD	CITY COUNCIL VACANCY
CHECK DATE:	03/19/2019								
2043772		02/14/2019	031919	327266	48.00	03/25/2019	INV	PD	AFFIDAVITS OF CANDIDACY
CHECK DATE:	03/19/2019								
2044623		02/21/2019	031919	327266	115.20	03/25/2019	INV	PD	WATER RESTRICTION ORDINAN
CHECK DATE:	03/19/2019								
					703.80				
101847 SRF CONSULTING GROUP INC									
10741.01-6		01/31/2019	031919	327267	3,904.27	03/27/2019	INV	PD	TH 212 / CSAH 44 WATERMAI
CHECK DATE:	03/19/2019								
101888 STREICHERS									
I1351150		01/31/2019	031919	327268	144.93	04/08/2019	INV	PD	Heitkamp-Initial Issue of
CHECK DATE:	03/19/2019								
I1354820		02/27/2019	031919	327268	128.49	03/27/2019	INV	PD	Heitkamp-Officer Initial
CHECK DATE:	03/19/2019								
					273.42				
101892 STUART C IRBY CO									
S011167858.002	190033	02/19/2019	031919	327269	356.30	03/19/2019	INV	PD	FUSE LINKS K 1,15,50 & 80
CHECK DATE:	03/19/2019								
S011218325.001		02/20/2019	031919	327269	1,569.48	03/22/2019	INV	PD	FEBRUARY TESTING
CHECK DATE:	03/19/2019								



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
S011224989.001	190038	03/01/2019	031919	327269	156.70	03/31/2019	INV	PD	ANCHOR POWER SCREW 14"
CHECK DATE: 03/19/2019									
103677 SUN LIFE ASSURANCE COMPANY OF CANADA					2,082.48				
237741/FEB19		02/08/2019	031419	327301	4,275.35	03/08/2019	INV	PD	FEB 2019 EMP LIFE INS PRE
CHECK DATE: 03/14/2019									
107430 SUNDE LAND SURVEYING LLC									
53262		02/07/2019	031919	327270	3,650.00	03/07/2019	INV	PD	ERNST HOUSE REDEVELOPMENT
CHECK DATE: 03/19/2019									
101894 SUBURBAN UTILITY SUPERINTENDENTS ASSN.									
63758-2019		03/05/2019	031919	327271	125.00	04/05/2019	INV	PD	M. HAEFNER SUSA MEMBERSHI
CHECK DATE: 03/19/2019									
101932 TAYLOR MADE GOLF CO INC									
33566980		02/26/2019	031919	327272	266.11	10/01/2019	INV	PD	2019 DEMO/RENTALS
CHECK DATE: 03/19/2019									
101956 THE HARTFORD									
850874320338		02/24/2019	030819	327140	2,541.49	03/15/2019	INV	PD	MAR 2019 EMP LTD INS PREM
CHECK DATE: 03/08/2019									
104908 TIMESAVER OFF SITE SECRETARIAL INC									
M24511		02/27/2019	031919	327273	180.00	03/05/2019	INV	PD	Planning Commission Meeti
CHECK DATE: 03/19/2019									
103946 TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC									
1549467/FEB19		03/01/2019	031919	327274	110.30	04/15/2019	INV	PD	Data processing
CHECK DATE: 03/19/2019									
102027 TWIN CITIES & WESTERN RAILROAD CO									
M013557-IN		02/25/2019	031919	327275	510.76	03/25/2019	INV	PD	RxR CROSSING - WATERMAIN
CHECK DATE: 03/19/2019									
102028 TWIN CITY WATER CLINIC INC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
12716		03/04/2019	031919	327276	510.00	04/04/2019	INV	PD	FEBRUARY SAMPLES
CHECK DATE: 03/19/2019									
102129 UNITED FARMERS COOPERATIVE									
480479		10/18/2018	031919	327277	-6.85	03/31/2019	CRM	PD	CREDIT-PAID TO WRONG VEND
CHECK DATE: 03/19/2019									
906733		03/05/2019	031919	327277	62.25	04/05/2019	INV	PD	PAR 30 LAWN MOWER REPAIR
CHECK DATE: 03/19/2019									
907111		03/11/2019	031919	327277	107.98	04/11/2019	INV	PD	TC UNIFORM SAMPLES-SWEATS
CHECK DATE: 03/19/2019									
					163.38				
105730 PROVIDENT LIFE & ACCIDENT INSURANCE COMPANY									
E0665216-FEB19		02/25/2019	030819	327141	424.46	03/25/2019	INV	PD	FEB 2019 EMP LIFE INS PRE
CHECK DATE: 03/08/2019									
104248 VALLEY RICH CO INC									
26584		01/24/2019	031919	327278	10,648.00	03/27/2019	INV	PD	PIONEER TRAIL WM BREAK
CHECK DATE: 03/19/2019									
102102 VERIZON WIRELESS									
9824681900		02/21/2019	031419	327302	5,754.50	03/13/2019	INV	PD	MAR 2019 PHONE SERVICE
CHECK DATE: 03/14/2019									
9824781300		02/23/2019	031419	327302	554.25	03/15/2019	INV	PD	FEB 2019 CRADLEPOINTS
CHECK DATE: 03/14/2019									
					6,308.75				
102227 ONVOY LLC									
009426/MAR19		03/01/2019	031919	327279	3,199.52	03/25/2019	INV	PD	MAR 2019 DST 112 EDU CTR
CHECK DATE: 03/19/2019									
009486/MAR19		03/01/2019	031919	327279	1,827.14	03/25/2019	INV	PD	MAR 2019 CITY HALL ETHERN
CHECK DATE: 03/19/2019									
					5,026.66				
102549 WARNING LITES OF MINNESOTA INC									
208103		02/28/2019	031919	327280	7,489.65	03/28/2019	INV	PD	PIONEER TRAIL WM BREAK
CHECK DATE: 03/19/2019									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
102141 WASTE MANAGEMENT-SAVAGE									
8022897-2282-8		02/28/2019	031919	327281	343.84	03/30/2019	INV	PD	PUBLIC WORKS
CHECK DATE:	03/19/2019								
8022899-2282-4		02/28/2019	031919	327281	609.42	03/30/2019	INV	PD	CITY HALL
CHECK DATE:	03/19/2019								
8022918-2282-2		02/28/2019	031919	327281	150.60	03/30/2019	INV	PD	CHASKA TOWN COURSE
CHECK DATE:	03/19/2019								
8022933-2282-1		02/28/2019	031919	327281	149.20	03/30/2019	INV	PD	VETERAN'S PARK
CHECK DATE:	03/19/2019								
8022960-2282-4		02/28/2019	031919	327281	214.98	03/30/2019	INV	PD	FIRE STATION
CHECK DATE:	03/19/2019								
8026080-2282-7		03/01/2019	031919	327281	910.90	03/31/2019	INV	PD	CHASKA PERM
CHECK DATE:	03/19/2019								
					2,378.94				
102146 WATER SPECIALTY OF MINNESOTA INC									
11407		03/08/2019	031919	327282	5,242.78	04/08/2019	INV	PD	POOL CHEMICALS
CHECK DATE:	03/19/2019								
102175 WHEELER LUMBER LLC									
1340-032613		02/13/2019	031919	327283	32,785.00	03/27/2019	INV	PD	CTC #15 CART PATH BRIDGE
CHECK DATE:	03/19/2019								
102189 WM MUELLER & SONS									
241827		02/06/2019	031919	327284	2,375.33	03/25/2019	INV	PD	SAND
CHECK DATE:	03/19/2019								
241857		02/11/2019	031919	327284	2,672.43	03/25/2019	INV	PD	SAND
CHECK DATE:	03/19/2019								
241956		02/19/2019	031919	327284	1,935.41	03/25/2019	INV	PD	SNOW OPERATING SUPPLIES
CHECK DATE:	03/19/2019								
300		02/21/2019	031919	327284	20,213.92	03/25/2019	INV	PD	WM BREAK PIONEER TRAIL
CHECK DATE:	03/19/2019								
					27,197.09				
102220 NORTHLAND SYSTEMS INC									
76015		03/07/2019	031919	327285	6,895.00	04/11/2019	INV	PD	MAR 2019 RECOVERY SVC
CHECK DATE:	03/19/2019								



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
76016		03/07/2019	031919	327285	15,810.00	04/11/2019	INV	PD	MAR 2019 SUPPORT SVC
CHECK DATE: 03/19/2019									
105150 ZAYO GROUP HOLDINGS INC					22,705.00				
2019030011266		03/01/2019	031919	327286	1,148.55	03/31/2019	INV	PD	CITY FIBER MAINTENANCE
CHECK DATE: 03/19/2019									
102228 ZEE MEDICAL SERVICE INC									
54125417		02/25/2019	031919	327287	650.60	03/25/2019	INV	PD	First Aid Supplies
CHECK DATE: 03/19/2019									
54125462		03/06/2019	031919	327287	2,868.45	04/06/2019	INV	PD	MEDICAL TRUCK KITS
CHECK DATE: 03/19/2019									
54125478		03/11/2019	031919	327287	55.95	04/11/2019	INV	PD	Refill for 1st aide box
CHECK DATE: 03/19/2019									
102231 ZIEGLER INC					3,575.00				
PC002042729		03/02/2019	031919	327288	611.28	04/02/2019	INV	PD	FUEL AND LUBES
CHECK DATE: 03/19/2019									
					611.28				
320 INVOICES					1,119,627.96				

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

Wires



03/15/2019 09:19 8482mrob		City of Chaska VENDOR INVOICE LIST				P 1 apinvlst		
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100385 CHASKA FIRE DEPT RELIEF ASSN								
2019/02-CFDRA CHECK DATE: 03/15/2019	03/15/2019	03/15/2019	031519	1837	29,721.55 03/15/2019	DIR	PD	FEB 2019 FIRE RELIEF ASSO
101756 MII LIFE INCORPORATED								
38947014 CHECK DATE: 03/07/2019	03/07/2019	03/05/2019	030719	1835	1,273.41 03/07/2019	DIR	PD	3/7/19 FSA REIMBURSEMENTS
38955606 CHECK DATE: 03/14/2019	03/14/2019	03/12/2019	031419	1836	2,419.91 03/14/2019	DIR	PD	3/14/19 FSA REIMBURSEMENT
					3,693.32			
100927 INTERNAL REVENUE SERVICE								
63939 CHECK DATE: 03/15/2019	03/15/2019	03/15/2019	031519	1838	109,745.55 03/15/2019	DIR	PD	031519 Payroll FICA Feder
100997 KLEINBANK								
6314047-MAR19 CHECK DATE: 03/15/2019	03/15/2019	03/15/2019	031519	1843	1,400.00 03/15/2019	DIR	PD	MAR 2019 EDA PROMISSORY N
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES								
63940 CHECK DATE: 03/15/2019	03/15/2019	03/15/2019	031519	1839	21,673.96 03/15/2019	DIR	PD	031519 Payroll MN State T
101376 NATIONWIDE RETIREMENT SOLUTIONS (USCM)								
63941 CHECK DATE: 03/15/2019	03/15/2019	03/15/2019	031519	1840	12,857.51 03/15/2019	DIR	PD	031519 Payroll 457 Contri
106955 NATIONWIDE RETIREMENT SOLUTIONS (USCM)								
63944 CHECK DATE: 03/15/2019	03/15/2019	03/15/2019	031519	1842	641.65 03/15/2019	DIR	PD	031519 Payroll Roth Contr
104668 OPTUM BANK INC								
63603 CHECK DATE: 03/04/2019	03/04/2019	03/01/2019	030419	1834	12,496.33 03/04/2019	DIR	PD	030119 Payroll HSA Contri
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION								



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City of Chaska
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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET DUE DATE	TYPE	STS	INVOICE DESCRIPTION
63942		03/15/2019	031519	1841	83,340.89 03/15/2019	DIR	PD	031519 Payroll PERA Contr
CHECK DATE: 03/15/2019								

83,340.89

10 INVOICES

275,570.76

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

**Biweekly Report
March 18, 2019
By
Matt Podhradsky**

Reminder of Work Session for Monday

A reminder that we will be holding a Work Session prior to the Council meeting on Monday night. This Work Session will take place from 5:45-6:45 and will be at the new Schram Haus Brewery. With the new brewery being about 1 month away from opening, the owners wanted to have a chance to provide a tour to the City Council to show you what they have in the works for this location. The City was very involved in the transaction to help attract and prepare this site for a brewery, with the Chaska EDA having purchased the building from Carver County, as well as providing connections to our Sewer and Water system, which did require a public project which was completed this past summer. Work to help attract a brewer to the downtown, and specifically this site, has been ongoing for the past 4-5 years.

At this tour, the Schramm family will be sharing their plans for the business, including what will distinguish them in the Craft Brewery market, how they are already working to partner with local businesses and the Downtown Business Alliance, and what festivals they plan to bring to the site as they move into the future. The hope is that this can be another destination location in Chaska, giving visitors and residents one more reason to come into our downtown area.

If you are unable to attend, please let me know.

Special Election Update

As an update to our special election process, we have now had the filing period open for just over one week (opened on March 5th) with it scheduled to close next Tuesday (March 19th). To date we have had 5 residents file for candidacy, including the following:

Ward 2: Mike Huang and Maggie O'Connor

Ward 4: Nate Bostrom, Chris White and Taylor Hubbard

As soon as the filing period ends next Tuesday, we will be working with our ballot vendor to get the ballots printed for the election, which will need to be completed within 10 days, as absentee voting will start on March 29th.

Besides preparing for the election, we will also continue to process to promote the upcoming election to make sure that our residents are aware of the date, their options for absentee voting and which residents in town will be voting in this particular election. The League of Women Voters will also be having a candidate forum to help educate the voters on each of the candidates. This is being planned for the evening of Thursday April 4th. As a reminder, the actual election day will be Tuesday, May 14th.

If you have any questions about the process, feel free to contact me.

School Bus Barn Redevelopment

As you may have seen recently in communications from the School District about their planned referendum for next fall, besides the construction of a new elementary school, dollars for maintenance of aging facilities, and a continuation of their operation and technology levies, one item that they are now focusing on is finding a new location for the School Bus garage facility. If you are not aware, their current facility is located at the SE Corner of Highway 61/Hickory Street and has been there for several decades going back to when the Salden Family owned and operated the school busses in District #112.

It has become evident over the past several years, this site has become over-crowded, with many of their vehicles not even being able to be stored within a building which decreases the overall useful life of the buses. At the same time, they have not been able to have all the buses located on this site because of its size, requiring them to have a contract with a second company to meet all their bussing needs.

With this not being an ideal location, with the School's need for additional busses growing each year with the increase of population in the District boundaries, and with their desire to look at potentially bringing their services "in house" which could save the district \$700,000-\$800,000 per year, the School District is actively looking for a new location that can meet their needs going into the future.

As part of this process, the City of Chaska has been involved as this site for a long time has been viewed as a priority redevelopment site. The City has not only been involved in the process of helping the School District find a new site, but also in helping them to find a user to purchase the existing site when it is no longer needed. Currently, an end-user who has an interest in the site is Carver County who is in desperate need of additional space for their growing services, including the Social Service division which employs over 200 people. They have viewed the bus barn site as an ideal site as it would keep them close to their existing Courthouse campus, while also keeping them centralized to where their service needs are highest, which is in Eastern Carver County. They have also viewed it as a viable option for relocation of the existing License Center, which would then free up the site across the street from City Hall for a future Library Building. By bringing these two uses together, they would in essence be creating a "Service Center" for several of the county's most highly utilized services. It would also continue to keep a large driver of day-time population into our Downtown area which is important especially for the service industries in our downtown including restaurant, grocery and service businesses.

To help move this project along, the City, County and School District are all now working together to seek authorization from the State Legislature for the School District to expand their Lease Levy authority to finance this project. Receiving this authorization from the State would help create more certainty in the process and allow all three entities to move forward with planning for this site.

While there are more components to this particular project Staff has been working on, I wanted to make sure you are all aware of the general concept of what we have been putting time to on this in case you get any questions. Certainly, if you have any questions or concerns, do not hesitate to contact me.

Under 18 National Championship Bonspiel

If you get a chance this weekend, I would highly encourage you to make a trip to the Chaska Curling Center to watch some of the U-18 National Championship curling. The Chaska Curling Center was chosen this year to host this prestigious event, bringing together some of the best curlers in the country under 18 years of age. The City of Chaska even has one of our Junior Teams (The Sweep Offs) playing in the event representing the community on behalf of the host club.

This is a big honor for the Curling Center to be hosting this and is one of the benefits of being named as the USCA National Training Center. We hope to continue to host many of these national events in the future, as they bring people from all over the Country to visit Chaska and be in Downtown for the entire weekend.

A big thanks to our Curling Staff for working with the USCA to put this event together. Please let me know if you have any questions.

Christmas in May

Just a reminder that the 22nd annual Christmas in May will be held on Saturday May 4th starting at 7:30 am down at Guardian Angels School Gymnasium. This is an annual event where the non-profit group Christmas in May Chaska identifies around 5 houses in the community that have significant needs to improve their housing but may have financial or physical difficulties in making this a reality. Each year this event draws around 150-200 residents from town to spend the day working on these homes. It is truly a transformational day with many homeowners being overwhelmed at the amount of support their community and neighbors are willing to give them during a difficult time.

One tradition that we have had in the past is that the Council members who are interested have acted as "runners" the day of the event to help shuttle supplies to different housing sites as needs arise. This is done in a City truck. If any of you would be willing or interested in serving in this capacity, please let Nate or me know as we are starting to plan this out now. It is a fun way to participate, giving you a chance to get out to all the properties we are serving on that day. The time commitment for being a runner is usually from around 6:30 am-5 pm on the day of the event.

Hope you can join in-it is a great time!

Out of Office

Just to let you know, I will be out of the office on Friday March 22nd and all the following week. My family and I will be driving down to Florida for Spring Break. If you should need anything during that time, don't hesitate to contact Nate Kabat at 952-227-7529 or by email at nkabat@chaskamn.com

Chaska Park Board
Meeting Minutes
February 11th, 2019

1. Call to Order

The February meeting of the Chaska Park Board was called to order by Chairman Roan at 7:00 pm in the Council Chambers at City Hall.

2. Roll Call

Present: Roan, Downs, Gutierrez, Wittrock, Ives, Branch, Flaherty-Wilcox, Mihajlov

Absent: Olsen

Staff Present: Marshall Grange and Mary Monteith

3. Adopt the Agenda

Motion by Downs, second by Ives, to approve the January 14th, 2019 meeting agenda. Motion carried.

4. Visitor Presentation

None.

5. Approve Meeting Minutes

Motion by Mihajlov, second by Wittrock, to approve the Chaska Park Board meeting minutes of January 14th, 2019. Motion carried.

6. Receive Council and Planning Meeting Minutes

6A Council Minutes

7. New Business

7A Staff Introductions

Director Grange introduced new department staff: Krista Tolstedt, the new Events Center Supervisor, new Community Center Manager, Kelsi McNutt, and newly promoted, Recreation Program Manager, Erin Link. Each person shared a bit about themselves, as well as things they are excited to start working on. Welcome!

7B Parks and Recreation Organizational Chart

Grange talked about the hiring of these key positions and completing the last of the re org as defined in 2017. Exciting to see this move forward and implemented.

8. Other Business

8A Mountain Bike Trail Update

Grange updated the board on the progress being made with this project over the last month. The city attorney has reviewed and approved the Memorandum of Understanding (MOU), now will go back to the bike group. Grange had a good meeting with Carver County, they also are reviewing the MOU as far as the language referring to the land they own and the delineation to be done in the spring. Discussions will need to address a parking plan, trail development, safety and ultimately a work permit.

8B Bicycle Friendly Community Update

Grange had good meetings with MN Bike Alliance and Carver County Public Health to further discuss the application process for the Bike Friendly Community designation. The progress being made on the mountain bike trail development also ties directly into this opportunity as well. The initial assessment report done by MN Bike Alliance, should be done by March, they will be present it to the board at that time. Timing is of the essence with this application process, as can only apply once every 4 years. Need to decide what is realistic, submit this fall or keep working on partnerships, wayfinding, trails, etc. to better position ourselves to apply later. MN Bike Alliance is going to share the 182 questions in the application with us. So, once we review the assessment report and look over the application questions, we may have a better idea on what is best at this time. Roan suggested the idea of connecting with other communities that have received a bike friendly designation and talk through the process with them as well as ask what they have learned so far to date.

At a minimum, the progress made to date on this, is building momentum in a positive way around bicycling.

9. Staff Reports

9A Department Happenings

Grange reviewed the happening and events that recently occurred, as well as upcoming events.

- The holiday "Pick Your Perk" membership sale data
- The annual Grandparents and Me event was a big success with 150 attending.
- Mixed Spiel at the Curling Center, Feb. 15-17, 24 teams
- U18 National Championships will be at Curling Center, March 13-17.
- The Adaptive Adventures numbers continue to increase!
- The art gallery is hosting the Transfer of Memory display, with various programming activities going on through the month.
- Ives shared he is looking forward to Friday's Sweetheart Dance with his daughter. He also mentioned that when visiting the dog park with his dog, he is noticing many dog owners who do not have their dogs on a leash when walking around the park, up to the park or when in the gated transition area. He asked if some sort of reminder could be posted at the park as well as something on social media? Possibly reference the cities pet leash law? Could CPD patrol around there? This information will be passed on and appropriate measures taken to get more awareness of rules out there.

10. Next Meeting-March 11th

11. Adjourn

Motion to adjourn the February Park Board meeting by Ives, second by Downs. Motion Carried.