



**AGENDA
CHANHASSEN CITY COUNCIL
MONDAY, MAY 13, 2024
CITY COUNCIL CHAMBERS, 7700 MARKET BOULEVARD**

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

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

A.1 Interviews - Riley Purgatory Bluff Creek Watershed Board of Managers

A.2 SouthWest Transit Update

A.3 Streets Funding Discussion

A.4 Chanhassen Bluffs Sports Complex - Discussion

A.5 Civic Campus Budget Update

A.6 Future Work Session Schedule

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

C. PUBLIC ANNOUNCEMENTS

C.1 Presentation of Maple Leaf Awards to Outgoing Commissioners

C.2 GFOA Distinguished Budget Presentation Award

D. CONSENT AGENDA

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

D.1 Approve City Council Work Session Minutes dated March 18, 2024

- D.2 Approve City Council Minutes dated March 18, 2024
- D.3 Approve City Council Work Session Minutes dated April 15, 2024
- D.4 Approve City Council Minutes dated April 15, 2024
- D.5 Receive Park and Recreation Commission Minutes dated March 26, 2024
- D.6 Receive Commission on Aging Minutes dated March 15, 2024
- D.7 Receive Environmental Commission Minutes dated March 13, 2024
- D.8 Award Contract for 2024 Pavement Striping
- D.9 Approve a Memorandum of Understanding with the Rotary Club of Chanhassen for the 2024 4th of July Celebration
- D.10 Approve Permit for Fireworks Display at Lake Minnewashta on July 3, 2024
- D.11 Approve Permit for Fireworks Display at Lake Ann Park on July 4, 2024
- D.12 Resolution 2024-XX: Authorize Vegetation Management Services Contract for 2024
- D.13 Resolution 2024-XX: Approve Application of the Chanhassen Booster Club to Conduct Off-Premise Lawful Gambling at Chanhassen Brewing Company located at 951 West 78th Street
- D.14 Adopt Ordinance XXX Amending Regulations of Short Term Rentals
- D.15 Approval of the proposed Three-Year Economic Development Plan.
- D.16 Approve Claims Paid dated May 13, 2024

E. VISITOR PRESENTATIONS

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

F. PUBLIC HEARINGS

- F.1 Approve On-Sale Intoxicating Liquor License with Sunday Sales for a Club for Life Time Pickleball located at 2970 Water Tower Place

G. GENERAL BUSINESS

- G.1 Consider Approval of Comcast Franchise Agreement

H. COUNCIL PRESENTATIONS

I. ADMINISTRATIVE PRESENTATIONS

- I.1 MMSW Roundabout Project Update
- I.2 Fourth of July Parade Update

J. CORRESPONDENCE DISCUSSION

J.1 SW Transit Letter of Support

J.2 Minnehaha Creek Watershed District Revised Permitting Rules

J.3 Communications April 2024 Monthly Report

K. ADJOURNMENT

GUIDELINES FOR VISITOR PRESENTATIONS

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

- Anyone seeking a response or action from the City Council following their presentation is required to complete and submit a Citizen Action Request Form. An online form is available at <https://www.chanhassenmn.gov/action> or paper forms are available in the city council chambers prior to the meeting.
- A total of thirty minutes is allotted for Visitor Presentations. Priority is given to Chanhassen residents. An additional thirty minutes may be provided after General Business items are complete at the discretion of the City Council.
- Anyone indicating a desire to speak during Visitor Presentations will be acknowledged by the Mayor. When called upon to speak, state your name, address, and topic. All remarks shall be addressed to the City Council as a whole, not to any specific member(s) or to any person who is not a member of the City Council.
- If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.
- Limit your comments to five minutes. Additional time may be granted at the discretion of the Mayor. If you have written comments, provide a copy to the Council. Comments may also be emailed to the City Council at council@chanhassenmn.gov.
- During Visitor Presentations, the Council and staff listen to comments and will not engage in discussion. Council members or the City Manager may ask questions of you in order to gain a thorough understanding of your concern, suggestion or request.
- Please be aware that disrespectful comments or comments of a personal nature, directed at an individual either by name or inference, will not be allowed. Personnel concerns should be directed to the City Manager.

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

City Council Item

May 13, 2024



Item	Interviews - Riley Purgatory Bluff Creek Watershed Board of Managers	
File No.		Item No: A.1
Agenda Section	<u>5:30 P.M. - WORK SESSION</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By		

<u>SUGGESTED ACTION</u>	
Interview and recommend candidates for appointment by the Carver County Board.	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

The City Council will interview candidates that have applied for the Riley Purgatory Bluff Creek Watershed District Board of Managers in the typical group interview format at 5:30 p.m.

The City Council will recommend three candidates; one will be appointed by the Carver County Board of Commissioners.

Position term: August 1, 2024 - July 31, 2027 (three years).

BACKGROUND

Watershed districts are special units of local government that conserve natural resources through various means as laid out in their watershed management plans. The plans are updated every 10 years and identify water related problems, possible solutions, objectives, and proposed projects of the watershed district. Watershed districts are led by a board of managers and water resource professionals who frequently collaborate with local communities to achieve water resource objectives.

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

City Council Item

May 13, 2024



Item	SouthWest Transit Update	
File No.		Item No: A.2
Agenda Section	<u>5:30 P.M. - WORK SESSION</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By		

<u>SUGGESTED ACTION</u> Presentation	
Motion Type	N/A
Strategic Priority	Communications

SUMMARY

SW Transit CEO Erik Hansen will join the City Council for an update.

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

Southwest Transit

Who are those guys again?

- SW Transit serves SW Metro Region under a Joint Powers Agreement with EP, Chan, Chaska
- Provide express bus, on-demand (Prime), and special events bus services
- 446,391 riders in 2023
- 2023 community survey: positive image outweighed negatives 2.5:1 (45% vs. 20%)
- Overall ridership is up 7% in 2024 over 2023

Service Type	2022	2023	% Change
Express	170,742	197,057	15.4% increase
Special Events	90,781	106,720	17.6% increase
SW Prime	111,539	142,614	27.9% increase
Total	373,062	446,391	19.7% increase

Chanhassen Prime Ridership

you love to Prime

Top 10 pickup locations

1. Chanhassen Target
2. MAMAC Systems
3. Powers Ridge Senior Living
4. Chanhassen Goodwill
5. Chanhassen Village Apartments
6. SummerWood of Chanhassen
7. Quantum Controls
8. Chanhassen McDonald's (Hwy 5)
9. Chanhassen Lunds & Byerlys
10. Centennial Hill Senior Apartments

24%

34,253 of 142,614 of
Prime riders started
or ended their trips in
Chanhassen in 2023

Top 10 dropoff locations

1. MAMAC Systems
2. Chanhassen Goodwill
3. Chanhassen Cub Foods
4. SummerWood of Chanhassen
5. Chanhassen McDonald's (Hwy 5)
6. Thaliwala
7. Chanhassen Target
8. Quantum Controls
9. Caribou Coffee (920 W 78th St)
10. Air Liquide

Newly Adopted Strategic Direction

- Vision: SouthWest Transit is the leading provider of innovative transit solutions that improve livability and enhance economic opportunity in the communities we serve.
- Mission: We provide a premium experience for the southwest Twin Cities through safe, reliable, and cost-effective transit that that builds community and connects our customers from where they are to where they want to go.
- Strategic priorities:
 - Financial Sustainability – we are good stewards of our resources
 - Premium Customer Experience – we provide a premium transit service
 - Growth & Innovation – we grow through innovative transit solutions
 - Community & People – we serve our community and each other

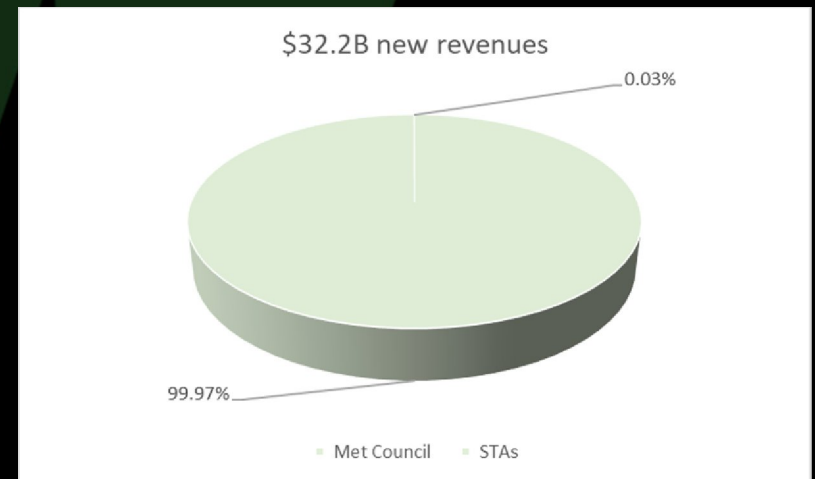
What is the future of SWT?

- The service area will see enhanced service in the next 2 years
 - 494 fixed route service – bus service from Southwest Station along 494 to MSP beginning late 2024
 - Mobility hub grant around SW Station – first and last mile service around SWLRT beginning 2025
- System-wide expansion – just some of our plans
 - Expansion of Prime – maintain our market leadership
 - Carver Commissioners have given direction to 2025 expansion into Waconia
 - Prime will also expand to the north through Minnetonka, Hopkins, etc in 2026
 - Increased special events service – we are going to go to more places
 - Expanded concerts and Twins in 2024
 - Renfest 2024
 - Restoration of full state fair service
 - Innovation & Technology – we want to be on the cutting edge
 - Staff is in discussion with an AV technology provider May Mobility to pilot a program in EP
 - Four electric MCI coach buses will be in service by the end of 2024

Need for Sustainable Revenue

key to pulling this off

- SWT had \$15.8M in revenues in 2023
 - 75% of those revenues are Motor Vehicle Sales Tax
- MN Legislature passed a .75 sales tax for transit and active transportation
 - \$32B to Met Council over 30 years - \$490M the first year
 - Only \$9M one-time carved out to Suburban Transit Agencies (\$3M to SWT)
- STAs represent 19% of the population and 4% of area ridership and have been allocated only 2% of the sales tax funding the first year only which is .03% over 30 years without additional funding



City Council Item

May 13, 2024



Item	Streets Funding Discussion	
File No.	PW425	Item No: A.3
Agenda Section	<u>5:30 P.M. - WORK SESSION</u>	
Prepared By	Charlie Howley, Director of Public Works/City Engineer	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u>	
N/A	
Motion Type	N/A
Strategic Priority	Asset Management

SUMMARY

The City Council identified this item as a priority for 2024. The City Council will receive information and discuss:

- The status of the city's Pavement Management Plan
- Goals of the PMP
- Assessment policy and practices

BACKGROUND

The city has an outlined Pavement Management Program (PMP) and a dedicated funding source (the PMP Fund). A general tax levy, franchise fees, municipal state aid (MSA), and assessments comprise the revenue of the PMP fund. The projects are outlined in the 5-Yr Capital Improvement Plan (CIP), where the projects are identified on this [map](#).

Chanhassen has approximately **119 miles** of city-owned streets and has committed to its residents to provide a systematic rehabilitation and repair program to assure that the streets are serviceable, safe, functional, and provided at a reasonable cost to meet the needs of our residents and the traveling public.

The city is broken up into three geographic areas, and each area is field-reviewed for pavement condition once every three years. This ensures we have accurate and timely information related to the condition of the pavement. The pavement condition is based on a scale from 0-100, where 0 is a completely failed pavement, and 100 is brand new. The city has established a goal to have the average pavement condition across the entire network be 70 or greater. 70 is considered good condition. This means that many streets will have a pavement condition less than 70, and many will have a pavement condition greater than 70, but the average is to stay at or above 70. City staff annually analyzes the condition rating of the streets and proceeds in a manner that “makes sense” and is within the funding provided. The goal of the program is to “do the right maintenance at the right time.”

Four (4) maintenance and construction techniques are used as part of the PMP program: Sealcoat, Mill and Overlay, Reclamation, and Reconstruction.

1. **Sealcoat** involves spraying a bituminous adhesive on the existing surface and topping it with small graded aggregate rock. The excess aggregate is swept off and recycled. This activity helps protect the pavement from oxidation and the effects of moisture.
2. **Mill and overlay** involve grinding off the top layer of the surface and installing a new top layer of pavement. This is a structural improvement and extends the life cycle of the original pavement.
3. **Reclamation** takes it a step further, grinding up the asphalt and mixing it with the top part of the rock base to create a new base layer. Then, two new layers of asphalt are installed on top of that base layer. Excess material is generated and must be reused or hauled off and recycled.
4. **Reconstruction** removes and replaces the existing asphalt pavement and aggregate base entirely and installs an entire sand subsection, drain tile, curb, and gutter if not already present.

Some streets, typically the ones with a higher traffic volume, are designated as **Municipal State Aid (MSA) routes** and, therefore, are eligible for funding from the state. These streets are typically rehabilitated as separate projects from normal city streets, but the techniques used and the project delivery are no different. All street projects are assessed to benefit properties, whether they are MSA Routes or not.

DISCUSSION

N/A

BUDGET

N/A

RECOMMENDATION

N/A

ATTACHMENTS

[20240513 Pavement Management Review](#)

Pavement Management Plan (PMP) Update

City Council Work Session
May 13, 2024



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A City Council 2024 Priority Topic

1. Due to on going reporting from residents concerning the condition of city streets, the City Council asked Staff to provide an update on our overall PMP approach and associated funding
2. The recent 2024 street project approval process has created additional questions around the PMP approach and the current Assessment Policy



Should we change our Approach and/or Policy?

1. Consider revising our Goals, such as adding something like “not less than 0% of roads in VERY POOR condition”
2. Consider not doing the “Right Treatment at the Right Time”, or at least for a period of time until we get the “*really bad*” ones taken care of
3. Consider a 25-yr cycle of rehab work
4. Consider revising the Assessment Policy, some potential options:
 1. Use a flat rate
 2. Don’t assess for Mill & Overlay
 3. Have a minimum length of time before being assessed again (would dictate rehab schedule)
 4. Eliminate assessments completely
 5. Don’t assess for things like adding a new sidewalk/trail
 6. Adjust the interest rate charged



Recent history of City Council decisions/discussions related to PMP

1. The Franchise Fee Ordinance was adopted by the City Council in November 2019
2. Staff gave a PMP presentation to the City Council in November 2020
3. Staff presented a Franchise Fee Financial Plan update to the City Council in October 2021
4. Assessment Policy Updates were approved by the City Council in January 2022
5. The City Council reviews the PMP Budget and Capital Improvement Plan annually



What's been accomplished since adoption of the Franchise Fee in November 2019

- No projects implemented in 2020 due to financial concerns related to the COVID 19 Pandemic
- ~19 miles of rehabilitation
- ~\$13.8M spent from the PMP
- 2019 OCI Average = 70.5 with 22% Poor/Very Poor Condition
- Current OCI Average = 74.9 with 13% Poor/Very Poor Condition
- 2024 project will rehabilitate 2.4 miles
- Galpin project will reconstruct 2.0 miles in 2024



6% increase
in OCI in
just 3 yrs



9% fewer
“Bad” Streets
in just 3 yrs



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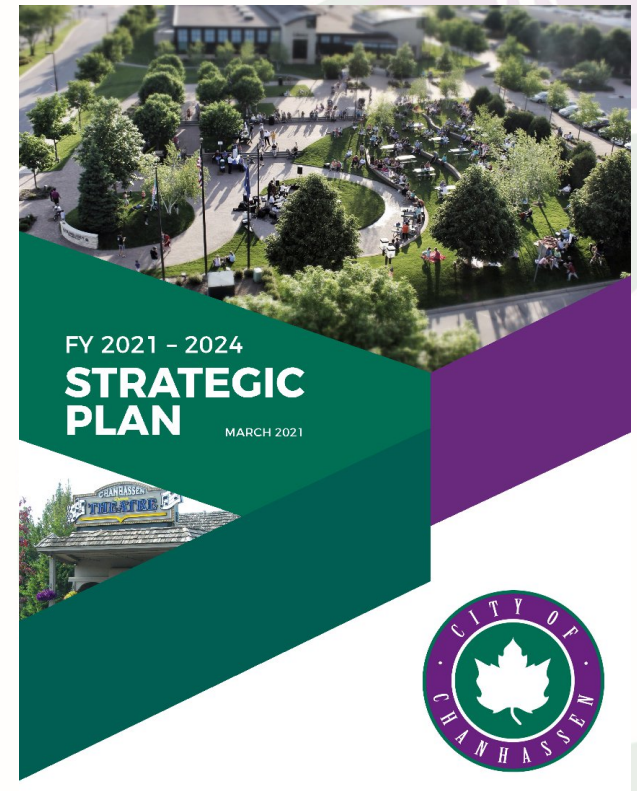
What's our Mission?

The Mission is guided by the City's Strategic Plan

Two primary Strategic Priorities

1. Asset Management
2. Financial Sustainability

Streets are the City's largest "Asset"



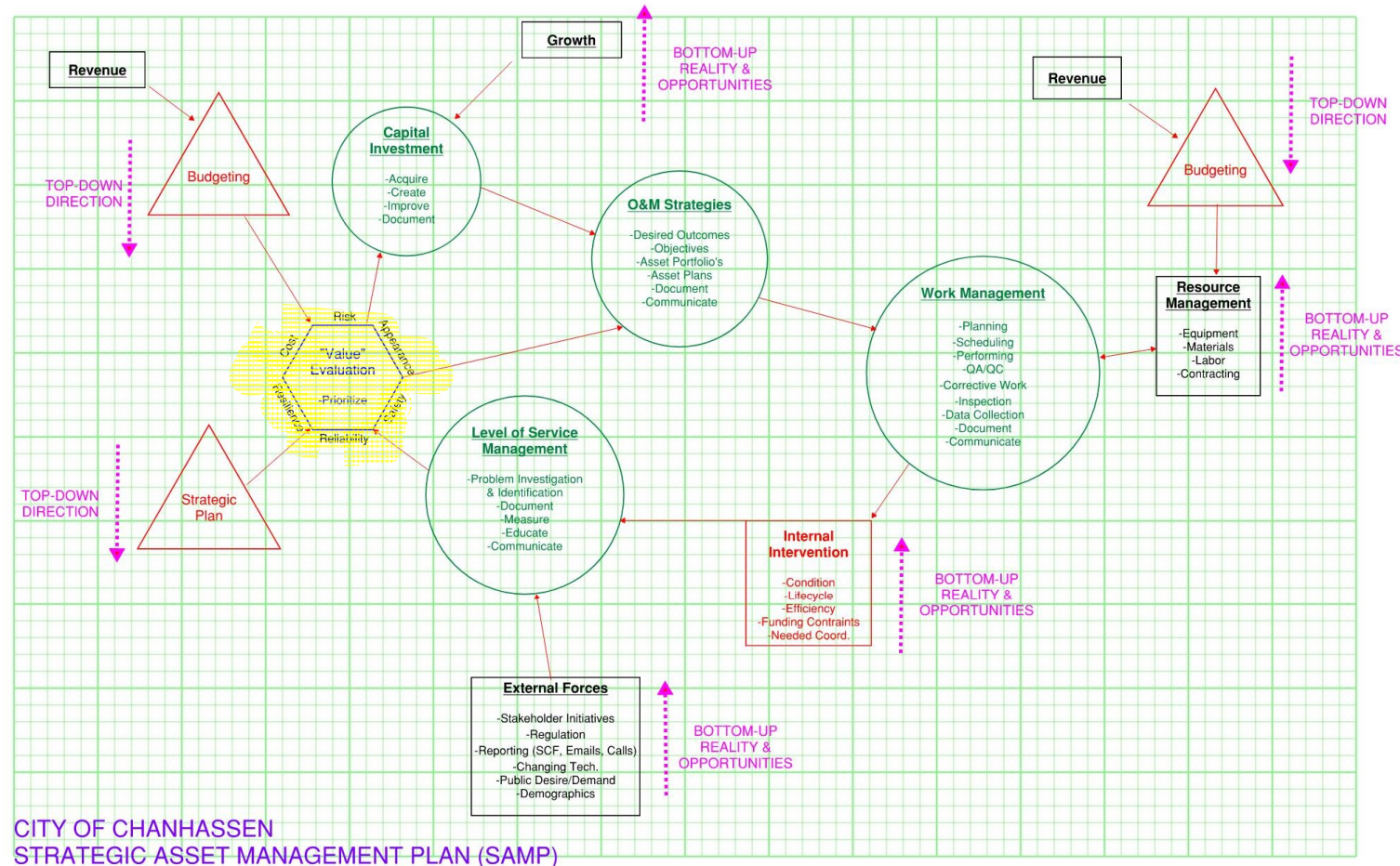
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Our current PMP approach - SAMP

Make “Value” decisions based on a Strategic Asset Management Plan (SAMP)

Creating, reviewing, and adopting as Policy this SAMP is still a work in progress, it was initiated by the rollout of the Strategic Plan.....more information to come on this in the future



Some of our current Objectives

1. Have current and accurate data
 - Inspections of streets are done on a rotating 3-year cycle
2. Work toward a Goal
 - The Goal for the overall system is to have the average OCI stay above 70
 - Realize the entire service life of assets (Right treatment Right time)
3. Make “Value” decisions
 - Prioritize the “really bad ones” (improve LOS)
 - Geographic grouping
 - Piggybacking on other agency projects
4. Have a Plan
 - CIP gets updated every year
5. Have a Budget
 - Abide by the CIP
 - Use Assessment Policy to guide cost participation
6. Intervene as necessary
 - Changes can and do affect the near-term plans



Typical Pavement Management Techniques in the Toolbox

Condition Category	OCI	Recommended Technique	Cost per SY	Timing	Assessed
Excellent	90 - 100	Surface Treatment	\$2	2-5 yrs	No
Good	70 – 89	Mill & Overlay < 2”	\$20	10-15 yrs	Yes
Fair	50 – 69	Mill & Overlay > 2”	\$25	15-20 yrs	Yes
Poor	30 – 49	Full Depth Reclaim	\$50	20-25 yrs	Yes
Very Poor	0 – 29	Reconstruct	\$175	25+ yrs	Yes

- Sub-standard original pavement design, including lack of drainage provisions can alter recommended technique
- The need for utility improvements can dictate whether full reconstruction is utilized
- Staff routinely keeps the pulse on new industry initiatives, products, etc..



Extending Service Life of Streets

Present Value 50-Year Assessable Cost and Condition Comparison

Scenario 1 – Red line

- 2 Full Recons @ ~\$8,000ea
- Total Assessed Cost = \$16,000
- ~50% of time OCI>70

Scenario 2 – Green line

- 1 M&O @ ~ \$3000
- 1 FDR @ ~ \$5000
- Total Assessed Cost = \$8,000
- ~80% of time OCI>70
- City spends ~\$300K/Yr on PM activities (Crack seal, Seal Coat, Patching), these costs are not directly assessed

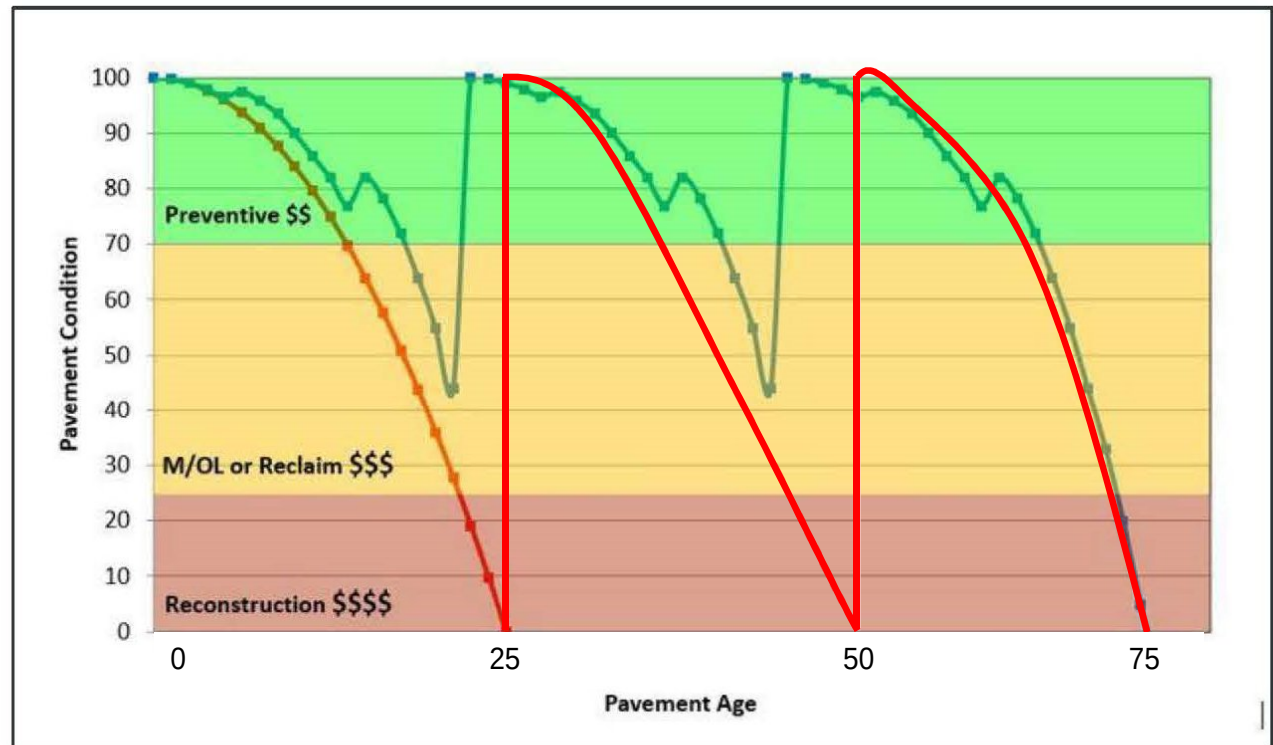


Figure 5. Typical Pavement Life Cycle Curve

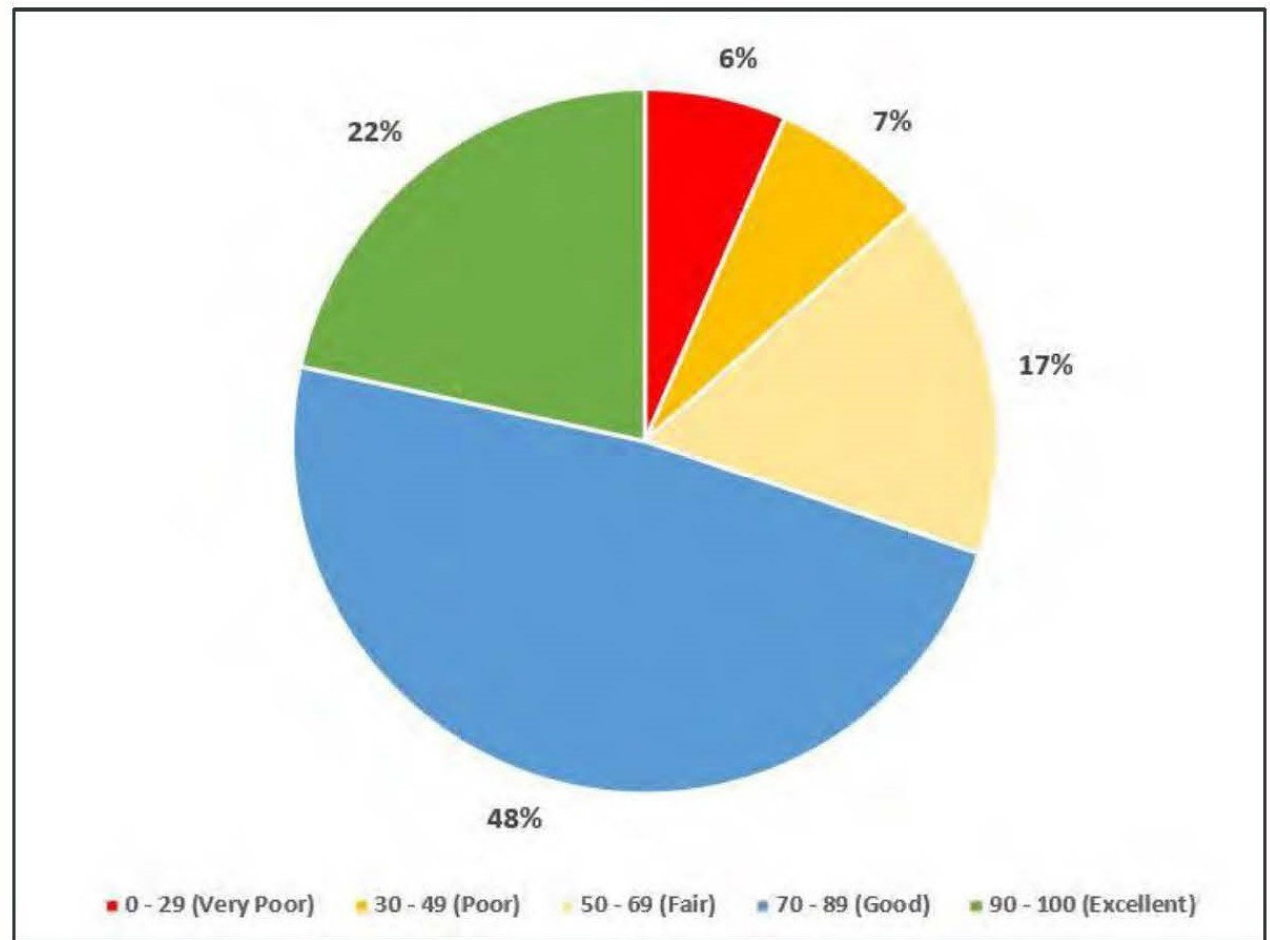


2023 Summary of Pavement Conditions

Chanhassen has ~119 Miles of Local Streets

To reconstruct every street once every 25 years would mean:

- 4.8 miles/Yr
- \$2.8M/mile
- \$13.4M annual spend (more than double what we currently spend)

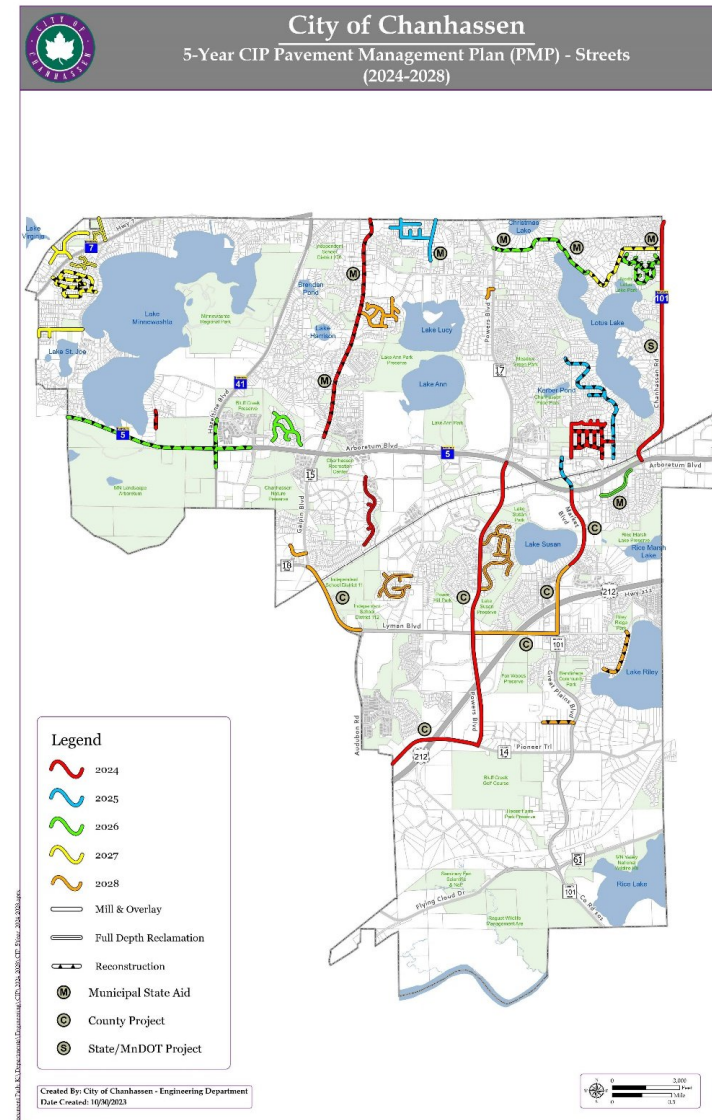


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2024 CIP

5-Yr Plan for Streets



Existing Streets with OCI <50

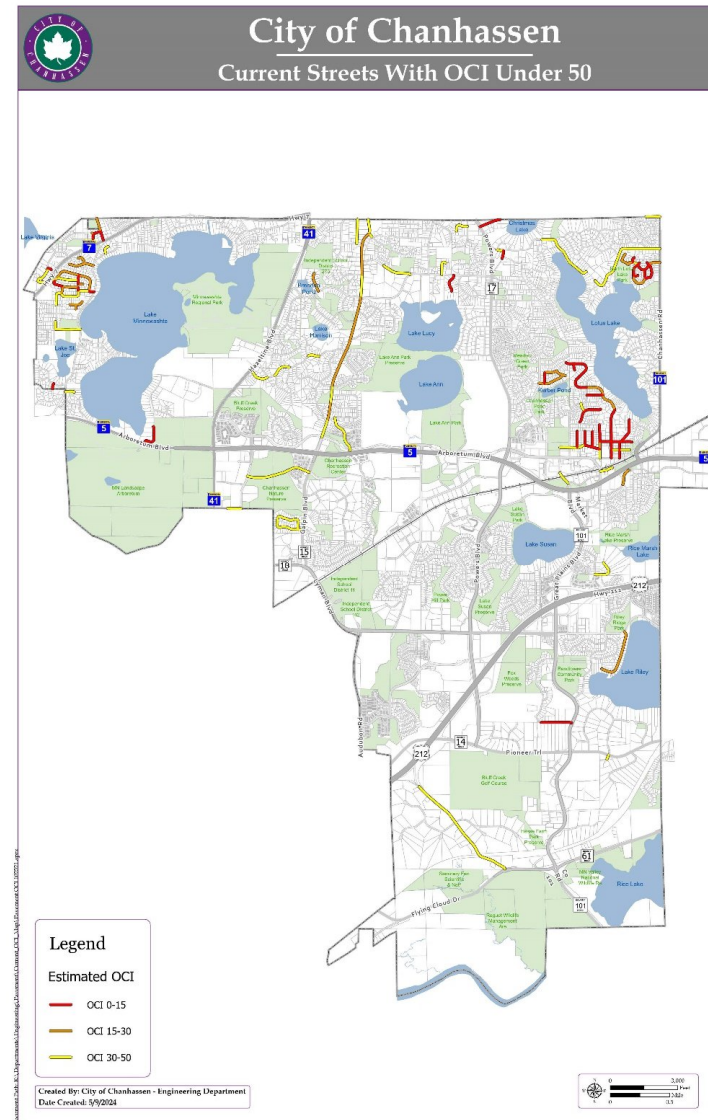
13% of our overall total mileage (15.5 Miles)

- 62% of these are programmed in the next 5 years (9.6 Miles)
- What's left behind (5.9 Miles)
 - o 4.9 miles FDR @ \$50/SY = \$4.1M
 - o 1.0 miles Recon @ \$175/SY = \$2.8M
 - o Total \$6.9M



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Assessments Other City's

City	Assess?	Cost Share %	Project Types	Fixed or Project Based
Chanhassen	Yes	40% assessed	Full Recons FDR M&O	Project cost
Carver	Yes	100% of appraised	Full Recons	Appraisal
Chaska	Yes	100% of appraised (recently \$7,500 for single family home in recons)	Full Recons FDR	Appraisal
Edina*	Yes/No	60% assessed (40% city - see notes)	Full Recons FDR	Project cost
Excelsior	Yes	15% for residential 20% for "institutes" 30% for multi fam/commercial and per LF frontage on improved road	Full Recons FDR M&O	Project cost
Minnetonka	No	--	--	--
Prior Lake	Yes	40% assessed	Full Recons FDR M&O	Project cost
Savage	Yes	Fixed costs property owner Remaining city	Full Recons FDR M&O	Project cost for Recons (historical and adjusted) Fixed FDR/M&O fee schedule (adjusted annually)
Shakopee	Yes	30% assessed	Full Recons FDR	Project cost
Waconia	Yes	50% assessed	Full Recons FDR	Project cost
*Transitioning away from special assessments by 2036 (2024 projects funded 40% property taxes, 45% for 2025, etc.)				



Assessments Historical Amounts (M&O)

Area	Estimated Assessment	Final Assessment	Change
Lake Lucy (05-01)	\$ 2,892.42	\$ 2,673.87	\$ 218.55
Deerbrook (05-01)	\$ 1,902.53	\$ 1,925.21	\$ (22.68)
Foxford (05-01)	\$ 2,404.03	\$ 2,125.03	\$ 279.00
Homestead (05-01)	\$ 2,433.90	\$ 2,164.77	\$ 269.13
Meadowlark Ln (05-01)	\$ 1,838.20	\$ 2,040.46	\$ (202.26)
Triple Crown (07-02)	\$ 1,698.15	\$ 1,290.06	\$ 408.09
Shadowmere (07-02)	\$ 2,254.00	\$ 1,141.59	\$ 1,112.41
Hill Street (07-02)	\$ 2,254.00	\$ 1,590.27	\$ 663.73
Townhomes (07-02)	\$ 2,254.00	\$ 1,221.61	\$ 1,032.39
Med. Density (09-01)	\$ 634.30	\$ 512.17	\$ 122.13
Low Density (09-01)	\$ 1,432.64	\$ 1,156.81	\$ 275.83
Rural (09-01)	\$ 2,430.75	\$ 2,699.10	\$ (268.35)
Med. Density (11-01)	\$ 251.00	\$ 200.99	\$ 50.01
Low Density (11-01)	\$ 1,521.00	\$ 1,337.01	\$ 183.99
Rural (11-01)	\$ 3,846.00	\$ 3,426.13	\$ 419.87
Carver Beach (15-01)	\$ 1,866.25	\$ 937.08	\$ 929.17
Kerber (townhomes) (15-02)	\$ 236.23	\$ 169.40	\$ 66.83
Park Road (16-04)	\$ 1,926.68	\$ 2,801.36	\$ (874.68)
Lake Drive (18-02)	\$ 2,467.65	\$ 2,722.03	\$ (254.38)
Redwing (20-05)	\$ 1,996.00	\$ 1,677.92	\$ 318.08
Choctaw (20-05)	\$ 2,040.00	\$ 1,687.55	\$ 352.45
Lake Lucy Rd (20-03)	\$ 3,645.00	\$ 3,816.00	\$ (171.00)
Creekwood Drive (23-04)	\$ 9,590.51	\$ 7,511.51	\$ 2,079.00
Oakside Circle (23-04)	\$ 2,960.00	\$ 4,281.44	\$ (1,321.44)
Sunridge Court (23-04)	\$ 3,864.00	\$ 5,070.74	\$ (1,206.74)
Average=		\$ 2,202.47	



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Assessments Historical Amounts (FDR)

Area	Estimated Assessment	Final Assessment	Change
Greenwood (13-01)	\$ 2,938.81	\$ 2,329.76	\$ 609.05
Sandy Hook A (13-01)	\$ 2,931.70	\$ 2,305.93	\$ 625.77
Sandy Hook B (edge) (13-01)	\$ 1,023.11	\$ 1,189.31	\$ (166.20)
Melody Hill (13-01)	\$ 2,885.32	\$ 2,527.73	\$ 357.59
Horseshoe (13-01)	\$ 1,345.37	\$ 1,162.54	\$ 182.83
Carver Beach (15-01)	\$ 2,582.76	\$ 2,596.96	\$ (14.20)
Fox Chase (16-05)	\$ 2,500.00	\$ 2,378.47	\$ 121.53
Trolls Glen (16-05)	\$ 3,000.00	\$ 2,975.87	\$ 24.13
Lake Susan Hills (full) (17-01)	\$ 2,400.00	\$ 1,766.23	\$ 633.77
West 64th (reclaim) (18-01)	\$ 3,758.23	\$ 3,238.54	\$ 519.69
Minnewashta Pkwy (20-02)	\$ 4,610.00	\$ 4,080.00	\$ 530.00
Lake Lucy Rd (20-03)	\$ 3,645.00	\$ 3,816.00	\$ (171.00)
Trappers Pass (20-05)	\$ 3,005.00	\$ 2,785.27	\$ 219.73
Lake Lucy (20-05)	\$ 3,004.00	\$ 2,771.99	\$ 232.01
Kurvers Point (20-05)	\$ 4,282.00	\$ 3,959.18	\$ 322.82
Marsh (20-05)	\$ 2,221.00	\$ 2,010.29	\$ 210.71
Brinker (22-01)	\$ 2,259.67	\$ 2,667.07	\$ (407.40)
Longacres (22-01)	\$ 2,934.25	\$ 3,105.46	\$ (171.21)
Stone Creek (22-01)	\$ 3,153.18	\$ 3,371.84	\$ (218.66)
Curry Farms/Mulberry Cir (23-01)	\$ 4,703.49	\$ 3,527.84	\$ 1,175.65
Lake Susan Hills (23-01)	\$ 4,726.01	\$ 3,536.39	\$ 1,189.62
Saddlebrook (23-01)	\$ 4,584.66	\$ 3,448.80	\$ 1,135.86
Ches Mar (23-01)	\$ 8,619.96	\$ 8,344.75	\$ 275.21
Bramble (23-01)	\$ 8,410.29	\$ 6,935.97	\$ 1,474.32
Mission Hills (23-01)	\$ 4,591.66	\$ 3,011.76	\$ 1,579.90
Creek Run Trl (23-01)	\$ 4,499.13	\$ 3,723.30	\$ 775.83
Average=		\$ 3,214.13	



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Assessments Historical Amounts (Recon)

Area	Estimated Assessment	Final Assessment	Change
Santa Fe/Del Rio (04-01)	\$ 8,125.24	\$ 6,874.05	\$ 1,251.19
Koehnen (07-01)	\$ 7,100.00	\$ 6,390.81	\$ 709.19
Laredo (08-01)	\$ 7,075.00	\$ 5,934.80	\$ 1,140.20
Erie (10-01)	\$ 5,698.03	\$ 5,169.92	\$ 528.11
Red Cedar (10-01)	\$ 5,037.33	\$ 3,909.91	\$ 1,127.42
Audubon (10-02)	\$ 6,295.00	\$ 4,549.28	\$ 1,745.72
Minnewashta Hts (12-01)	\$ 6,952.53	\$ 5,974.47	\$ 978.06
Kiowa Trail (14-01)	\$ 6,805.52	\$ 4,507.96	\$ 2,297.56
Minnewashta Shores (14-01)	\$ 6,826.29	\$ 6,695.56	\$ 130.73
Minnewashta Manor (16-01)	\$ 8,160.00	\$ 8,156.30	\$ 3.70
Orchard Lane (18-01)	\$ 8,720.13	\$ 7,876.89	\$ 843.24
	Average=	\$ 6,003.63	



Should we change our Approach and/or Policy?

1. Consider revising our Goals, such as adding something like “not less than 0% of roads in VERY POOR condition”
2. Consider not doing the “Right Treatment at the Right Time”, or at least for a period of time until we get the “*really bad*” ones taken care of
3. Consider a 25-yr cycle of rehab work
4. Consider revising the Assessment Policy, some potential options:
 1. Use a flat rate
 2. Don’t assess for Mill & Overlay
 3. Have a minimum length of time before being assessed again (would dictate rehab schedule)
 4. Eliminate assessments completely
 5. Don’t assess for things like adding a new sidewalk/trail
 6. Adjust the interest rate charged



Funding Impacts

Most of these conceptual changes would have an impact to the Levy and/or need another funding source

Staff will come back to Council with more detailed funding impacts based on preliminary feedback of the approach/policy considerations

As an example: Scenario of eliminating Assessments all together:

Based on an Annual PMP cost of ~\$4M/year

- 40% is Assessed = \$1.6M
- 60% is covered by City = \$2.4M

Eliminating the \$1.6M in Assessments would equate to a 1-time Levy increase of ~12%



Discussion

1. Thoughts on altering our PMP approach?
2. Thoughts on revising the Assessment Policy?
3. Should we revisit the 24-01 Assessment Roll?



City Council Item

May 13, 2024



Item	Chanhasen Bluffs Sports Complex - Discussion	
File No.		Item No: A.4
Agenda Section	<u>5:30 P.M. - WORK SESSION</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By		

<u>SUGGESTED ACTION</u> Discussion	
Motion Type	N/A
Strategic Priority	Development & Redevelopment

SUMMARY

The City Council will continue to discuss the Chanhasen Bluffs Sport Complex. Renderings shared by the architect, BKV Group, are attached.

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

Chanhassen Bluffs Sports Complex concept renderings

Chanhassen Bluffs - Overall Project Budget 2024.5.7

Levy Impact of Chan Bluffs Rec Center Debt Service

Sample Ballot Questions

Impact of Levy Inc for CB RC Bonds - Various Home Values

Chanhassen Bluffs Sports Complex/Recreation Center

Design Concepts

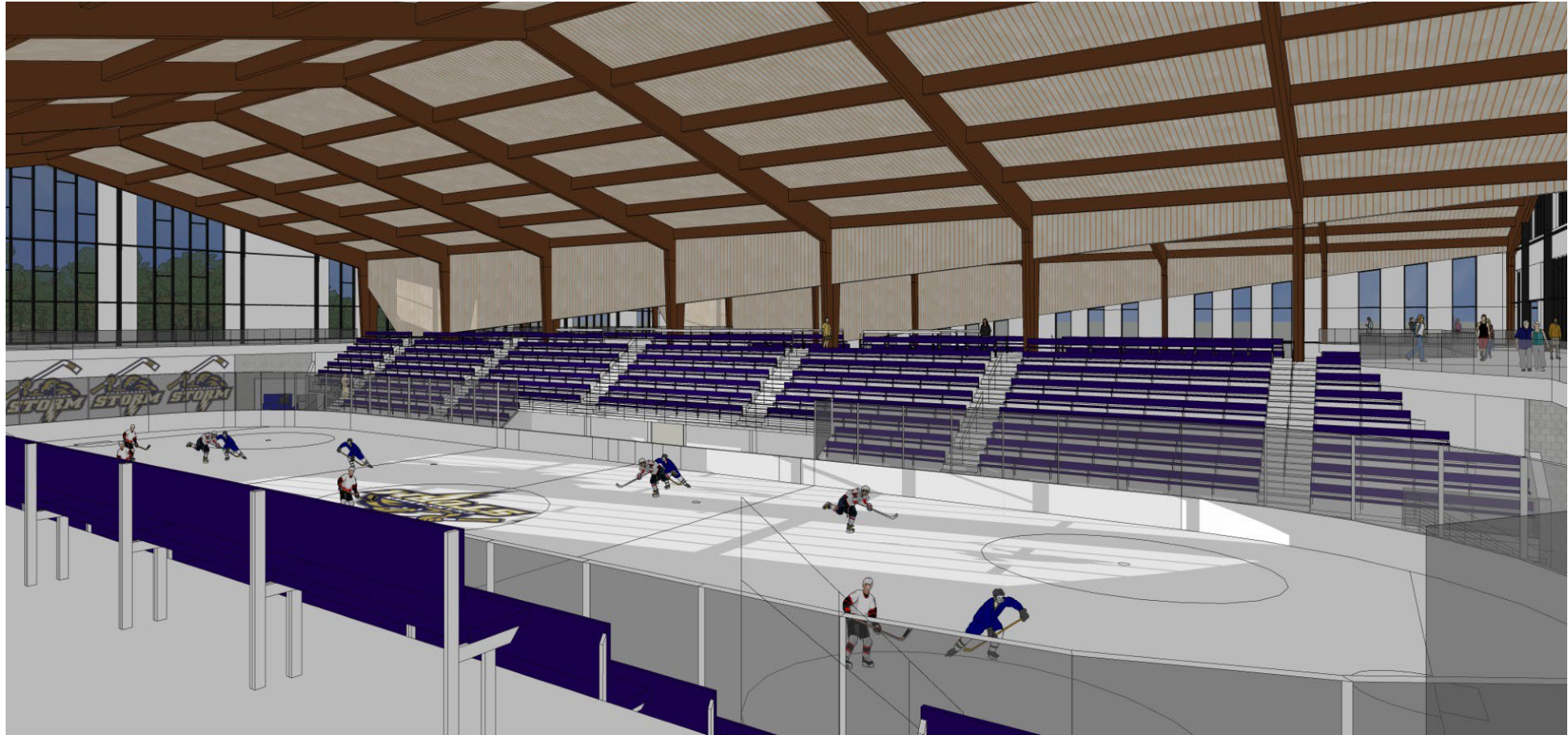
May 8, 2024





























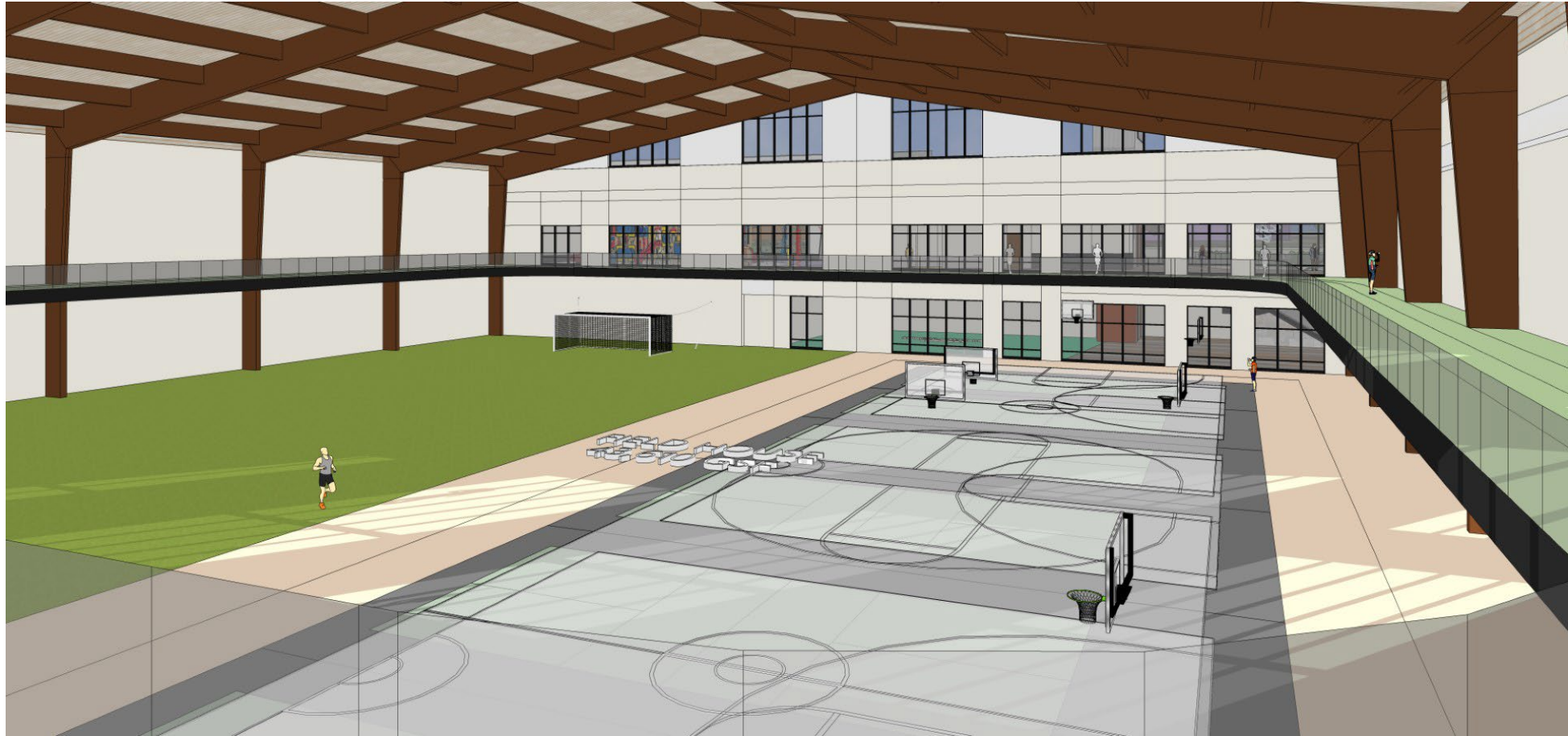








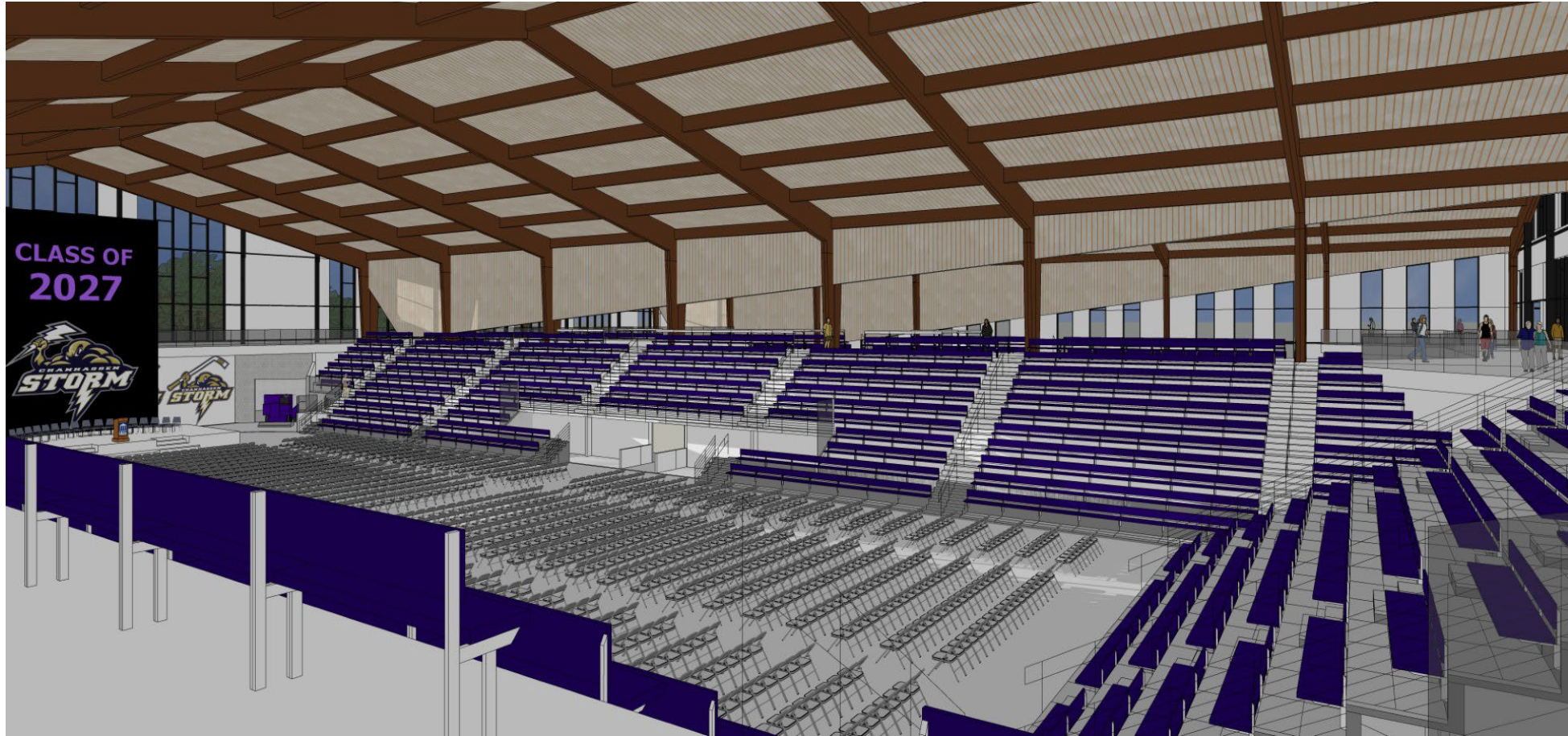
Field House



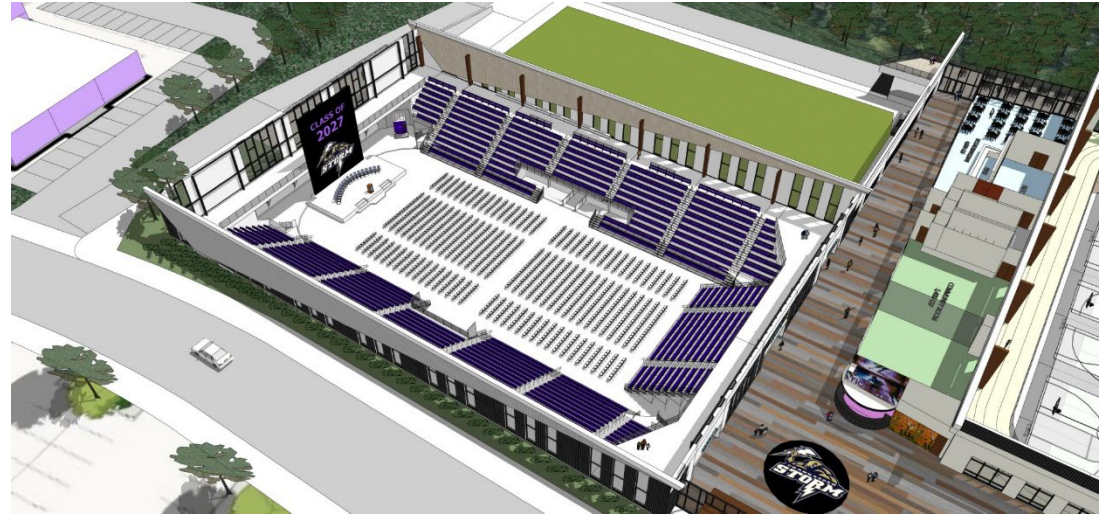
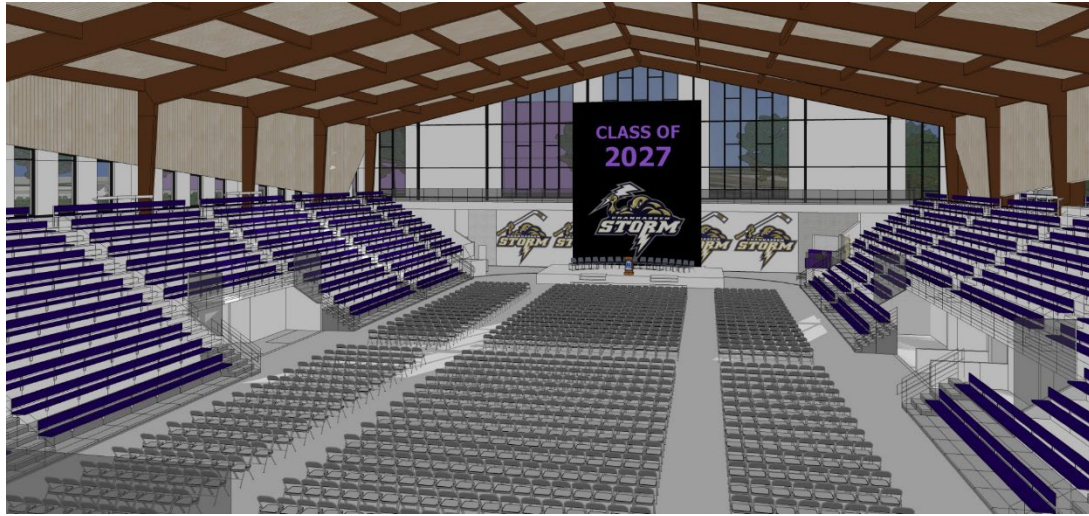
Outdoor Patio for Restaurant



Graduation Venue









Chanhassen Bluffs

City of Chanhassen

5/7/2024

	Chanhassen Bluffs			Chanhassen Bluffs	
	Option #1	Option #2	Option #3		
	PEMB w/ Elevated Running Track	PEMB w/ Elevated Running Track	PEMB w/ Elevated Running Track		
	1-FH / 1 Ice Sheet	1-FH / 2 Ice Sheets	2-FH / 2 Ice Sheets		
Description				Current Overall Budget	
Update Date	05/07/24	05/07/24	05/07/24	01/01/04	5/7/2024
PROJECT REVENUE / FUNDING				DO NOT MODIFY	Mark w/ "X" to specify which update carries forward
Referendum/Bonding				\$0.00	Hard plug revenue sources and amount
Lease Levy				\$0.00	Hard plug revenue sources and amount
TOTAL PROJECT REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Project Revenue Proportions</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>	<i>0%</i>	<i>Estimate Update / Current Overall Budget</i>
PROJECT AREA BREAKDOWN					
Field House/Walking Track	34,410	34,410	53,410	0	Conceptual Take-Off
Ice Arena/Ice Equipment	23,250	39,470	39,470	0	Conceptual Take-Off
Locker Rooms	8,402	11,902	11,902	0	Conceptual Take-Off
Common Areas/Office	57,054	60,754	60,754	0	Conceptual Take-Off
Fitness/Playground	9,130	9,130	9,130	0	Conceptual Take-Off
Restaurant/Community	7,880	7,880	7,880	0	Conceptual Take-Off
Total GSF	140,126	163,546	182,546	0	Formula
Site Area (Acres)				0	
CONSTRUCTION COSTS					
Site	\$1,500,000	\$1,500,000	\$1,500,000	\$0	Allowance - Scope Unknown
Field House/Walking Track	\$10,217,750	\$10,217,750	\$15,442,750	\$0	Concept Estimate
Ice Arena/Ice Equipment	\$7,256,200	\$12,122,200	\$12,122,200	\$0	Concept Estimate
Locker Rooms	\$2,310,550	\$3,273,050	\$3,273,050	\$0	Concept Estimate
Common Areas/Office	\$13,912,750	\$14,745,250	\$14,745,250	\$0	Concept Estimate
Fitness/Playground	\$2,282,500	\$2,282,500	\$2,282,500	\$0	Concept Estimate
Restaurant/Community	\$1,659,500	\$1,659,500	\$1,659,500	\$0	Concept Estimate
Value Engineering / Outstanding Scopes of Work				\$0	See VE Sheet or Note Outstanding Scopes
Design Contingency	\$1,956,963	\$2,290,013	\$2,551,263	\$0	5%
Escalation	\$4,109,621	\$4,809,026	\$5,357,651	\$0	10% Spring 2026 Start
Total Bid Day	\$45,205,834	\$52,899,289	\$58,934,164	\$0	
Construction Contingency	\$2,260,292	\$2,644,964	\$2,946,708	\$0	5%
General Conditions	\$480,000	\$480,000	\$480,000	\$0	Assumes 24-month Project Schedule
CONSTRUCTION COSTS SUB TOTAL	\$47,946,125	\$56,024,253	\$62,360,872	\$0	
Construction Cost / GSF	\$342.16	\$342.56	\$341.62	\$0.00	Construction Costs Sub Total / Total GSF
Percent Construction Cost	83%	83%	83%	0%	Construction Costs Sub Total / Total Project Cost
SOFT COSTS	\$9,589,225	\$11,204,851	\$12,472,174		20%
Design Fees and Reimbursable					
Construction Management Services & Fee					
Permits, Plan Reviews & Fees					
Utilities - Connections					
Pre-Construction Surveys & Studies					
Testing & Inspections					
Bidding, Legal, Finance & Misc.					
District Purchase Orders					
FF&E Expenses					
SOFT COSTS SUB-TOTAL	\$9,589,225	\$11,204,851	\$12,472,174	\$0	
Soft Costs / SF	\$68	\$69	\$68	\$0	
Percent Soft Costs	\$0	\$0	\$0	\$0	
TOTAL PROJECT COSTS	\$57,535,351	\$67,229,104	\$74,833,046	\$0	Constr. Cost + Soft Costs
Project Cost / GSF	\$411	\$411	\$410	\$0	Total Project Cost / Total GSF
PROJECT COST BREAKOUTS					
Total Project Cost Range					
Low	\$51,781,815	\$60,506,193	\$67,349,742		
Mid	\$57,535,351	\$67,229,104	\$74,833,046		
High	\$63,288,886	\$73,952,014	\$82,316,351		
Cost/SF Project Range					
Low	\$370	\$370	\$369		
Mid	\$411	\$411	\$410		
High	\$452	\$452	\$451		

Area/Description	Original Concept (RSP)			VE Option #1 - Precast 1-Court Fieldhouse 1-Sheet Ice			VE Option #2 - PEMB Original SF			VE Option #3 - PEMB 1-Court Fieldhouse 1-Sheet Ice			Option #1 - PEMB 1-Court Fieldhouse 1-Sheet Ice Elevated Walking Track			Option #2 - PEMB 1-Court Fieldhouse 2-Sheet Ice Elevated Walking Track			Option #3 - PEMB 2-Court Fieldhouse 2-Sheet Ice Elevated Walking Track		
	- As drawn on RSP Concept Plan Sheets A0, A1 and A2			- Baseline RSP Concept Plan Sheets A0, A1 and A2 - Eliminate turf field portion of Field House - Elevated running track relocated to main level perimeter - Eliminate Rink 1 and 'Plan East' locker room (both floors)			- Baseline RSP Concept Plan Sheets A0, A1 and A2 - Building structure for both the Field House and Rinks/Locker Room modified from precast to PEMB - Field House Storage / Ice Equipment remains precast			- Baseline RSP Concept Plan Sheets A0, A1 and A2 - Eliminate turf field portion of Field House - Elevated running track relocated to main level perimeter - Eliminate Rink 1 and 'Plan East' locker room (both floors) - Building structure for both the Field House and Rinks/Locker Room modified from precast to PEMB - Field House Storage / Ice Equipment remains precast											
	Square Footage	\$/SF	Total	Square Footage	\$/SF	Total	Square Footage	\$/SF	Total	Square Footage	\$/SF	Total	Square Footage	\$/SF	Total	Square Footage	\$/SF	Total	Square Footage	\$/SF	Total
Field	43,610	\$315	\$13,737,150	24,610	\$315	\$7,752,150	43,610	\$275	\$11,992,750	24,610	\$275	\$6,767,750	24,610	\$275	\$6,767,750	24,610	\$275	\$6,767,750	43,610	\$275	\$11,992,750
Fitness	3,280	\$250	\$820,000	3,280	\$250	\$820,000	3,280	\$250	\$820,000	3,280	\$250	\$820,000	3,280	\$250	\$820,000	3,280	\$250	\$820,000	3,280	\$250	\$820,000
Play	5,850	\$250	\$1,462,500	5,850	\$250	\$1,462,500	5,850	\$250	\$1,462,500	5,850	\$250	\$1,462,500	5,850	\$250	\$1,462,500	5,850	\$250	\$1,462,500	5,850	\$250	\$1,462,500
Party	500	\$250	\$125,000	500	\$250	\$125,000	500	\$250	\$125,000	500	\$250	\$125,000	500	\$250	\$125,000	500	\$250	\$125,000	500	\$250	\$125,000
Building Svc.	4,850	\$250	\$1,212,500	4,850	\$250	\$1,212,500	4,850	\$250	\$1,212,500	4,850	\$250	\$1,212,500	4,850	\$250	\$1,212,500	4,850	\$250	\$1,212,500	4,850	\$250	\$1,212,500
Rink 1	16,220	\$340	\$5,514,800	-	\$340	\$0	16,220	\$300	\$4,866,000	-	\$300	\$0	-	\$300	\$0	16,220	\$300	\$4,866,000	16,220	\$300	\$4,866,000
Rink 2	16,220	\$340	\$5,514,800	16,220	\$340	\$5,514,800	16,220	\$300	\$4,866,000	16,220	\$300	\$4,866,000	16,220	\$300	\$4,866,000	16,220	\$300	\$4,866,000	16,220	\$300	\$4,866,000
Locker Rooms	11,902	\$275	\$3,273,050	8,402	\$275	\$2,310,550	11,902	\$275	\$3,273,050	8,402	\$275	\$2,310,550	8,402	\$275	\$2,310,550	11,902	\$275	\$3,273,050	11,902	\$275	\$3,273,050
Ice Equipment	7,030	\$340	\$2,390,200	7,030	\$340	\$2,390,200	7,030	\$340	\$2,390,200	7,030	\$340	\$2,390,200	7,030	\$340	\$2,390,200	7,030	\$340	\$2,390,200	7,030	\$340	\$2,390,200
Open	28,374	\$250	\$7,093,500	28,374	\$250	\$7,093,500	28,374	\$250	\$7,093,500	28,374	\$250	\$7,093,500	28,374	\$250	\$7,093,500	28,374	\$250	\$7,093,500	28,374	\$250	\$7,093,500
Community	3,340	\$225	\$751,500	3,340	\$225	\$751,500	3,340	\$225	\$751,500	3,340	\$225	\$751,500	3,340	\$225	\$751,500	3,340	\$225	\$751,500	3,340	\$225	\$751,500
Restaurant	4,540	\$200	\$908,000	4,540	\$200	\$908,000	4,540	\$200	\$908,000	4,540	\$200	\$908,000	4,540	\$200	\$908,000	4,540	\$200	\$908,000	4,540	\$200	\$908,000
Concession	550	\$375	\$206,250	550	\$375	\$206,250	550	\$375	\$206,250	550	\$375	\$206,250	550	\$375	\$206,250	550	\$375	\$206,250	550	\$375	\$206,250
Hall of Fame Lobby	10,500	\$225	\$2,362,500	10,500	\$225	\$2,362,500	10,500	\$225	\$2,362,500	10,500	\$225	\$2,362,500	10,500	\$225	\$2,362,500	10,500	\$225	\$2,362,500	10,500	\$225	\$2,362,500
Office	550	\$225	\$123,750	550	\$225	\$123,750	550	\$225	\$123,750	550	\$225	\$123,750	550	\$225	\$123,750	550	\$225	\$123,750	550	\$225	\$123,750
Rest Rooms	3,000	\$275	\$825,000	3,000	\$275	\$825,000	3,000	\$275	\$825,000	3,000	\$275	\$825,000	3,000	\$275	\$825,000	3,000	\$275	\$825,000	3,000	\$275	\$825,000
Concourse	12,430	\$225	\$2,796,750	8,730	\$225	\$1,964,250	12,430	\$225	\$2,796,750	8,730	\$225	\$1,964,250	8,730	\$225	\$1,964,250	12,430	\$225	\$2,796,750	12,430	\$225	\$2,796,750
Walking Track	9,800	\$250	\$2,450,000	9,800	\$250	\$2,450,000	9,800	\$250	\$2,450,000	9,800	\$250	\$2,450,000	9,800	\$250	\$2,450,000	9,800	\$250	\$2,450,000	9,800	\$250	\$2,450,000
Totals	182,546	\$282	\$51,567,250	140,126	\$273	\$38,272,450	182,546	\$266	\$48,525,250	140,126	\$261	\$36,639,250	140,126	\$269	\$37,639,250	163,546	\$271	\$44,300,250	182,546	\$271	\$49,525,250

PROJECTION FROM DECEMBER 2023 TRUTH IN TAXATION HEARING

	2023 Adopted	2024 Adopted	2025 Levy	2026 Levy	2027 Levy	2028 Levy
General Fund	\$ 10,749,000	\$ 11,851,000	\$ 12,325,000	\$ 12,818,000	\$ 13,331,000	\$ 13,864,000
Fleet & Equipment	615,000	658,000	678,000	678,000	705,000	733,000
Facilities	155,000	166,000	171,000	171,000	178,000	215,000
Pavement Mgmt Program Fund	918,000	982,000	1,011,000	831,000	1,051,000	1,093,000
Transportation Infrastructure Mgmt	544,000	232,000	239,000	239,000	249,000	259,000
PW Facility Debt Levy	482,000	566,000	127,000	369,000	451,000	497,000
New Civic Campus Debt Levy			972,023	1,613,273	2,010,806	2,003,041
TOTAL TAX LEVY	\$ 13,463,000	\$ 14,455,000	\$ 15,523,023	\$ 16,719,273	\$ 17,975,806	\$ 18,664,041
Levy Increase	\$ 799,924	\$ 992,000	\$ 1,068,023	\$ 1,196,250	\$ 1,256,533	\$ 688,235
Percent Levy Increase	6.3%	7.4%	7.4%	7.7%	7.5%	3.8%

Lower Principal
Repayment 1st 5
years

PROJECTION WITH LEVY FOR CHANHASSEN BLUFFS RECREATION CENTER

	2023 Adopted	2024 Adopted	2025 Levy	2026 Levy	2027 Levy	2028 Levy	2028 Levy	2028 Levy	2028 Levy
						\$67.7M-1 Rink	\$72.1M-2 Rinks/1FH	\$79.7M-2 Rinks/2FH	\$79.7M-2 Rinks/2FH
General Fund	\$ 10,749,000	\$ 11,851,000	\$ 12,325,000	\$ 12,818,000	\$ 13,331,000	\$ 13,864,000	\$ 13,864,000	\$ 13,864,000	\$ 13,864,000
Fleet & Equipment	615,000	658,000	678,000	678,000	705,000	733,000	733,000	733,000	733,000
Facilities	155,000	166,000	171,000	171,000	178,000	215,000	215,000	215,000	215,000
Pavement Mgmt Program Fund	918,000	982,000	1,011,000	831,000	1,051,000	1,093,000	1,093,000	1,093,000	1,093,000
Transportation Infrastructure Mgmt	544,000	232,000	239,000	239,000	249,000	259,000	259,000	259,000	259,000
PW Facility Debt Levy	482,000	566,000	127,000	369,000	451,000	497,000	497,000	497,000	497,000
New Civic Campus Debt Levy			972,023	1,613,273	2,010,806	2,003,041	2,003,041	2,003,041	2,003,041
New Chan Bluffs Rec Center Levy	-		-	-	-	400,000	600,000	1,600,000	600,000
TOTAL TAX LEVY	\$ 13,463,000	\$ 14,455,000	\$ 15,523,023	\$ 16,719,273	\$ 17,975,806	\$ 19,064,041	\$ 19,264,041	\$ 20,264,041	\$ 19,264,041
Levy Increase	\$ 799,924	\$ 992,000	\$ 1,068,023	\$ 1,196,250	\$ 1,256,533	\$ 1,088,235	\$ 1,288,235	\$ 2,288,235	\$ 1,288,235
Percent Levy Increase	6.3%	7.4%	7.4%	7.7%	7.5%	6.1%	7.2%	12.7%	7.2%
						+2.3%	+3.4%	+8.9%	+3.4%

PROJECTION WITH LEVY FOR CHANHASSEN BLUFFS RECREATION CENTER THROUGH 2033 - VARIOUS SCENARIOS

\$67.7M-1 Rink	2023 Adopted	2024 Adopted	2025 Levy	2026 Levy	2027 Levy	2028 Levy	2029 Levy	2030 Levy	2031 Levy	2032 Levy	2033 Levy
General Fund	\$ 10,749,000	\$ 11,851,000	\$ 12,325,000	\$ 12,818,000	\$ 13,331,000	\$ 13,864,000	\$ 14,419,000	\$ 14,996,000	\$ 15,596,000	\$ 16,220,000	\$ 16,869,000
Capital Fund Levies	2,232,000	2,038,000	2,099,000	1,919,000	2,183,000	2,300,000	2,392,000	2,487,000	2,586,000	2,690,000	2,797,000
PW Facility Debt Levy	482,000	566,000	127,000	369,000	451,000	497,000	498,000	-	-	-	-
Park Renovation or Other Use	-	-	-	-	-	-	100,000	200,000	300,000	400,000	500,000
New Civic Campus Debt Levy			972,023	1,613,273	2,010,806	2,003,041	2,005,591	2,501,591	2,500,898	2,504,305	2,501,153
New Chan Bluffs Rec Center Levy*	-	-	-	-	-	400,000	900,000	1,500,000	1,500,000	1,500,000	1,500,000
TOTAL TAX LEVY	\$ 13,463,000	\$ 14,455,000	\$ 15,523,023	\$ 16,719,273	\$ 17,975,806	\$ 19,064,041	\$ 20,314,591	\$ 21,684,591	\$ 22,482,898	\$ 23,314,305	\$ 24,167,153
Levy Increase	\$ 799,924	\$ 992,000	\$ 1,068,023	\$ 1,196,250	\$ 1,256,533	\$ 1,088,235	\$ 1,250,550	\$ 1,370,000	\$ 798,307	\$ 831,407	\$ 852,848
Percent Levy Increase	6.3%	7.4%	7.4%	7.7%	7.5%	6.1%	6.6%	6.7%	3.7%	3.7%	3.7%

\$72.1M-2 Rinks/1FH	2023 Adopted	2024 Adopted	2025 Levy	2026 Levy	2027 Levy	2028 Levy	2029 Levy	2030 Levy	2031 Levy	2032 Levy	2033 Levy
General Fund	\$ 10,749,000	\$ 11,851,000	\$ 12,325,000	\$ 12,818,000	\$ 13,331,000	\$ 13,864,000	\$ 14,419,000	\$ 14,996,000	\$ 15,596,000	\$ 16,220,000	\$ 16,869,000
Capital Fund Levies	2,232,000	2,038,000	2,099,000	1,919,000	2,183,000	2,300,000	2,392,000	2,487,000	2,586,000	2,690,000	2,797,000
PW Facility Debt Levy	482,000	566,000	127,000	369,000	451,000	497,000	498,000	-	-	-	-
Park Renovation or Other Use	-	-	-	-	-	-	100,000	200,000	300,000	400,000	500,000
New Civic Campus Debt Levy			972,023	1,613,273	2,010,806	2,003,041	2,005,591	2,501,591	2,500,898	2,504,305	2,501,153
New Chan Bluffs Rec Center Levy*	-	-	-	-	-	600,000	1,100,000	1,500,000	1,500,000	1,500,000	1,500,000
TOTAL TAX LEVY	\$ 13,463,000	\$ 14,455,000	\$ 15,523,023	\$ 16,719,273	\$ 17,975,806	\$ 19,264,041	\$ 20,514,591	\$ 21,684,591	\$ 22,482,898	\$ 23,314,305	\$ 24,167,153
Levy Increase	\$ 799,924	\$ 992,000	\$ 1,068,023	\$ 1,196,250	\$ 1,256,533	\$ 1,288,235	\$ 1,250,550	\$ 1,170,000	\$ 798,307	\$ 831,407	\$ 852,848
Percent Levy Increase	6.3%	7.4%	7.4%	7.7%	7.5%	7.2%	6.5%	5.7%	3.7%	3.7%	3.7%

\$79.7M-2 Rinks/2FH	2023 Adopted	2024 Adopted	2025 Levy	2026 Levy	2027 Levy	2028 Levy	2029 Levy	2030 Levy	2031 Levy	2032 Levy	2033 Levy
General Fund	\$ 10,749,000	\$ 11,851,000	\$ 12,325,000	\$ 12,818,000	\$ 13,331,000	\$ 13,864,000	\$ 14,419,000	\$ 14,996,000	\$ 15,596,000	\$ 16,220,000	\$ 16,869,000
Capital Fund Levies	2,232,000	2,038,000	2,099,000	1,919,000	2,183,000	2,300,000	2,392,000	2,487,000	2,586,000	2,690,000	2,797,000
PW Facility Debt Levy	482,000	566,000	127,000	369,000	451,000	497,000	498,000	-	-	-	-
Park Renovation or Other Use	-	-	-	-	-	-	100,000	200,000	300,000	400,000	500,000
New Civic Campus Debt Levy			972,023	1,613,273	2,010,806	2,003,041	2,005,591	2,501,591	2,500,898	2,504,305	2,501,153
New Chan Bluffs Rec Center Levy*	-	-	-	-	-	1,600,000	2,350,000	2,350,000	2,350,000	2,350,000	2,000,000
TOTAL TAX LEVY	\$ 13,463,000	\$ 14,455,000	\$ 15,523,023	\$ 16,719,273	\$ 17,975,806	\$ 20,264,041	\$ 21,764,591	\$ 22,534,591	\$ 23,332,898	\$ 24,164,305	\$ 24,667,153
Levy Increase	\$ 799,924	\$ 992,000	\$ 1,068,023	\$ 1,196,250	\$ 1,256,533	\$ 2,288,235	\$ 1,500,550	\$ 770,000	\$ 798,307	\$ 831,407	\$ 502,848
Percent Levy Increase	6.3%	7.4%	7.4%	7.7%	7.5%	12.7%	7.4%	3.5%	3.5%	3.6%	2.1%

\$79.7M-2 Rinks/2FH-Lower pmnts 1st 5 years	2023 Adopted	2024 Adopted	2025 Levy	2026 Levy	2027 Levy	2028 Levy	2029 Levy	2030 Levy	2031 Levy	2032 Levy	2033 Levy
General Fund	\$ 10,749,000	\$ 11,851,000	\$ 12,325,000	\$ 12,818,000	\$ 13,331,000	\$ 13,864,000	\$ 14,419,000	\$ 14,996,000	\$ 15,596,000	\$ 16,220,000	\$ 16,869,000
Capital Fund Levies	2,232,000	2,038,000	2,099,000	1,919,000	2,183,000	2,300,000	2,392,000	2,487,000	2,586,000	2,690,000	2,797,000
PW Facility Debt Levy	482,000	566,000	127,000	369,000	451,000	497,000	498,000	-	-	-	-
Park Renovation or Other Use	-	-	-	-	-	-	100,000	200,000	300,000	400,000	500,000
New Civic Campus Debt Levy			972,023	1,613,273	2,010,806	2,003,041	2,005,591	2,501,591	2,500,898	2,504,305	2,501,153
New Chan Bluffs Rec Center Levy*	-	-	-	-	-	600,000	1,550,000	2,250,000	2,250,000	2,250,000	2,250,000
TOTAL TAX LEVY	\$ 13,463,000	\$ 14,455,000	\$ 15,523,023	\$ 16,719,273	\$ 17,975,806	\$ 19,264,041	\$ 20,964,591	\$ 22,434,591	\$ 23,232,898	\$ 24,064,305	\$ 24,917,153
Levy Increase	\$ 799,924	\$ 992,000	\$ 1,068,023	\$ 1,196,250	\$ 1,256,533	\$ 1,288,235	\$ 1,700,550	\$ 1,470,000	\$ 798,307	\$ 831,407	\$ 852,848
Percent Levy Increase	6.3%	7.4%	7.4%	7.7%	7.5%	7.2%	8.8%	7.0%	3.6%	3.6%	3.5%

*All scenarios assume the Chan Bluffs Rec Center levy will continue through 2046 at the 2033 level. If the levy continues through 2046 each scenario projects a \$15.7 million end balance available for reinvestment in the facility.

Local Option Sales Tax Sample Questions

City of Oakdale

Question 1: Considering Sales Tax for Construction of New Public Works Facility

Shall the City of Oakdale be authorized to impose a temporary sales and use tax to finance all or a portion of the cost of constructing a new Public Works Facility, in an amount equal to one-half of one percent (0.5%) for a period of twenty-five (25) years or until \$22,000,000 plus the costs of collecting and administering the tax and the costs of issuing any bonds including interest is collected, provided that such tax shall terminate sooner if the City Council determines that all such costs have been paid?

The total sales and use tax approved by voters at this election to finance this project and any other project will not exceed one-half of one percent (0.5%).

Question 2: Considering Sales Tax for Expansion and Remodel of Police Facility

Shall the City of Oakdale be authorized to impose a temporary sales and use tax to finance all or a portion of the cost of construction and rehabilitation and associated building costs of the Oakdale Police Department Facility, in an amount equal to one-half of one percent (0.5%) for a period of twenty-five (25) years or until \$15,000,000 plus the costs of collecting and administering the tax and the costs of issuing any bonds including interest is collected, provided that such tax shall terminate sooner if the City Council determines that all such costs have been paid?

The total sales and use tax approved by voters at this election to finance this project and any other project will not exceed one-half of one percent (0.5%).

Sample Questions That Passed In 2018

chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.house.mn.gov/comm/docs/4a77a538-dbbe-45c8-9ebf-fc9baeceabd3.pdf

Ballot Questions – 2022 State General Election

<https://www.sos.state.mn.us/media/5154/questions-on-2022-state-general-election-ballots.xlsx>

Ballot Language Template – Nevada Department of Taxation

chrome-

extension://efaidnbmnnnibpcajpcgiclfndmkaj/https://tax.nv.gov/uploadedFiles/taxnvgov/Content/Boards/Committee_on_Local_Govt_Finance/BallotLanguageTemplates.pdf

City of Maple Grove

CITY QUESTION 1 (MAPLE GROVE) Imposition of Sales and Use Tax Shall the City of Maple Grove impose a sales and use tax of one-half of one percent (0.50%) for no more than 20 years or until \$90,000,000 plus an amount equal to interest and the costs of the issuance of any bonds is raised, to finance the renovation and expansion of the Maple Grove Community Center, which may include the following: the addition of a third sheet of ice, walking track, expansion of aquatics facilities and locker rooms, expansion of expo/banquet facilities and space for seniors, new space for the arts and the historical society; and renovation and improvement of, HVAC systems, roofs, and building structures.

City of Waite Park

Shall the City of Waite Park impose a sales and use tax of one-half of one percent (0.50%) for no more than 19 years or until \$20,000,000 plus and amount to equal interest and the costs of the issuance of any bonds, is collected, to finance the construction and equipping of a new public safety facility in the City? The total sales and use tax approved by voters at this election to finance this project and any other project will not exceed one-half of one percent (0.50%).

Impact of Levy Increase for Bluff Creek Rec Center Bonds

Home Valued at \$356K for 2024 Taxes						Increases in Subsequent Years		
	Annual Tax	\$ ↑ Over 2023 City Taxes	% ↑ Over 2023 City Taxes	Incremental \$↑	Incremental %↑	2nd Year Tax Increase	3rd Year Tax Increase	Sum of ↑ Yrs 1-3
No Rec Center Levy	\$ 736	\$ 42	6.1%					
RC with 1 Ice Sheets/1 FH	\$ 758	\$ 64	9.2%	\$ 22	3.2%	\$ 27	\$ 32	\$ 81
RC with 2 Ice Sheets/1 FH	\$ 769	\$ 75	10.8%	\$ 33	4.8%	\$ 27	\$ 21	\$ 81
RC with 2 Ice Sheets/2 FH	\$ 823	\$ 129	18.6%	\$ 87	12.5%	\$ 40	\$ -	\$ 127
RC with 2 Ice Sheets/2 FH - Lower Initial Pmnts	\$ 769	\$ 75	10.8%	\$ 33	4.8%	\$ 52	\$ 38	\$ 123
Home Valued at \$594K for 2024 Taxes						Increases in Subsequent Years		
	Annual Tax	\$ ↑ Over 2023 City Taxes	% ↑ Over 2023 City Taxes	Incremental \$↑	Incremental %↑	2nd Year Tax Increase	3rd Year Tax Increase	Sum of ↑ Yrs 1-3
No Rec Center Levy	\$ 1,294	\$ 76	6.2%					
RC with 1 Ice Sheets/1 FH	\$ 1,332	\$ 114	9.4%	\$ 38	3.1%	\$ 48	\$ 57	\$ 143
RC with 2 Ice Sheets/1 FH	\$ 1,351	\$ 133	10.9%	\$ 57	4.7%	\$ 48	\$ 38	\$ 143
RC with 2 Ice Sheets/2 FH	\$ 1,447	\$ 229	18.8%	\$ 153	12.6%	\$ 71	\$ -	\$ 224
RC with 2 Ice Sheets/2 FH - Lower Initial Pmnts	\$ 1,351	\$ 133	10.9%	\$ 57	4.7%	\$ 91	\$ 67	\$ 215
Home Valued at \$832K for 2024 Taxes						Increases in Subsequent Years		
	Annual Tax	\$ ↑ Over 2023 City Taxes	% ↑ Over 2023 City Taxes	Incremental \$↑	Incremental %↑	2nd Year Tax Increase	3rd Year Tax Increase	Sum of ↑ Yrs 1-3
No Rec Center Levy	\$ 1,917	\$ 111	6.1%					
RC with 1 Ice Sheets/1 FH	\$ 1,973	\$ 167	9.2%	\$ 56	3.1%	\$ 70	\$ 84	\$ 210
RC with 2 Ice Sheets/1 FH	\$ 2,001	\$ 195	10.8%	\$ 84	4.7%	\$ 70	\$ 56	\$ 210
RC with 2 Ice Sheets/2 FH	\$ 2,143	\$ 337	18.7%	\$ 226	12.5%	\$ 106	\$ -	\$ 332
RC with 2 Ice Sheets/2 FH - Lower Initial Pmnts	\$ 2,001	\$ 195	10.8%	\$ 84	4.7%	\$ 134	\$ 99	\$ 317
Home Valued at \$1.07M for 2024 Taxes						Increases in Subsequent Years		
	Annual Tax	\$ ↑ Over 2023 City Taxes	% ↑ Over 2023 City Taxes	Incremental \$↑	Incremental %↑	2nd Year Tax Increase	3rd Year Tax Increase	Sum of ↑ Yrs 1-3
No Rec Center Levy	\$ 2,540	\$ 146	6.1%					
RC with 1 Ice Sheets/1 FH	\$ 2,614	\$ 220	9.2%	\$ 74	3.1%	\$ 93	\$ 111	\$ 278
RC with 2 Ice Sheets/1 FH	\$ 2,651	\$ 257	10.7%	\$ 111	4.6%	\$ 93	\$ 74	\$ 278
RC with 2 Ice Sheets/2 FH	\$ 2,839	\$ 445	18.6%	\$ 299	12.5%	\$ 139	\$ -	\$ 438
RC with 2 Ice Sheets/2 FH - Lower Initial Pmnts	\$ 2,651	\$ 257	10.7%	\$ 111	4.6%	\$ 178	\$ 131	\$ 420
Home Valued at \$1.31M for 2024 Taxes						Increases in Subsequent Years		
	Annual Tax	\$ ↑ Over 2023 City Taxes	% ↑ Over 2023 City Taxes	Incremental \$↑	Incremental %↑	2nd Year Tax Increase	3rd Year Tax Increase	Sum of ↑ Yrs 1-3
No Rec Center Levy	\$ 3,162	\$ 180	6.0%					
RC with 1 Ice Sheets/1 FH	\$ 3,254	\$ 272	9.1%	\$ 92	3.1%	\$ 116	\$ 139	\$ 347
RC with 2 Ice Sheets/1 FH	\$ 3,301	\$ 319	10.7%	\$ 139	4.7%	\$ 116	\$ 92	\$ 347
RC with 2 Ice Sheets/2 FH	\$ 3,535	\$ 553	18.5%	\$ 373	12.5%	\$ 174	\$ -	\$ 547
RC with 2 Ice Sheets/2 FH - Lower Initial Pmnts	\$ 3,301	\$ 319	10.7%	\$ 139	4.7%	\$ 222	\$ 163	\$ 524

City Council Item

May 13, 2024



Item	Civic Campus Budget Update	
File No.		Item No: A.5
Agenda Section	<u>5:30 P.M. - WORK SESSION</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By		

<u>SUGGESTED ACTION</u> Receive information	
Motion Type	N/A
Strategic Priority	Development & Redevelopment

SUMMARY

Bids for the Civic Campus project were recieved on Thursday, April 25. Staff will provide an overview and update in advance of the City Council considering award of bids on May 20.

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

[Chanhassen Civic Campus Budget Summary 05.10.24](#)

[Chanhassen Civic Campus VM Summary 05.10.24](#)

Civic Campus
City of Chanhassen
5/10/2024



Description	Civic Campus		Civic Campus		KRAUS-ANDERSON
	Design Development Estimate Update	Construction Budget	Current Overall Budget		
Update Date	05/10/24	05/10/24	09/18/44		
PROJECT REVENUE / FUNDING		X	DO NOT MODIFY		Mark w/ "X" to specify which update carries forward
Bonds	\$33,000,000.00	\$33,000,000.00	\$33,000,000.00		\$35M less \$2M for Bond Issuance
Revenue from Sale of Generator	\$10,000.00	\$10,000.00	\$10,000.00		TBD
Alternative Revenue	\$0.00	\$0.00	\$0.00		TBD
Cable TV Revenue Source	\$140,000.00	\$140,000.00	\$140,000.00		Hard plug revenue sources and amount
Interest Earnings on Bonds	\$700,000.00	\$950,000.00	\$950,000.00		Conservative Estimate. Increased the costs of snowmelt
Tax Savings	\$800,000.00	\$800,000.00	\$800,000.00		Owner Estimated at \$800K with Finance
Park Dedication Funds	\$300,000.00	\$300,000.00	\$300,000.00		Park Stage Structure (Added after Concept)
PMP Fund	\$225,000.00	\$225,000.00	\$225,000.00		Offsite Infra-Structure Improvements
Rebates	\$33,000.00	\$33,000.00	\$33,000.00		Potential Xcel or Other Rebates (Wildan) Bundle 1
TOTAL PROJECT REVENUE	\$35,208,000.00	\$35,458,000.00	\$35,458,000.00		
<i>Project Revenue Proportions</i>	<i>99%</i>	<i>100%</i>	<i>100%</i>		<i>Estimate Update / Current Overall Budget</i>
PROJECT AREA BREAKDOWN					
New City Hall	38,685	38,685	38,685		See DD Drawings
New Park Pavilion & Band Shell	2,260	2,260	2,260		See DD Drawings
Total GSF	40,945	40,945	40,945		Formula
Site Area (Acres)	6.25	6.25	6		
CONSTRUCTION COSTS					
Bid Package 1 (Actual)	\$305,000	\$5,805,252	\$5,805,252		Bid Pack #1
Bid Package 2 (Actual)		\$22,267,559	\$22,267,559		Bid Pack #2 includes Brick in lieu of Stone
Alternates		\$250,500			#2 Snowmelt
Site	\$5,743,154		\$0		
New Construction- City Hall	\$19,194,731		\$0		see above
New Construction- City Hall UG Parking	\$2,175,472		\$0		see above
New Construction- Park Pavilion	\$2,042,142		\$0		Includes "living room" canopy at \$295,270.00 - in above
Splash Pad (State Contract)	\$344,797	\$214,797	\$214,797		Includes plumbing inside splash pad, custom leaf feature, and trellis
Playground Area (State Contract)	\$622,837	\$622,837	\$622,837		
Skate Park (State Contract)	\$130,000	\$130,000	\$130,000		
Ice Rink (State Contract)	\$50,000	\$50,000	\$50,000		
	\$0				
Post Bid Value Management	\$0	(\$526,000)			Estimate
Value Management	(\$2,537,835)		\$0		Priority 1 & 4's
Value Management	(\$214,950)		\$0		Priority 2's
Design Contingency	\$694,880		\$0		Approx. 2.5%
Escalation	\$712,252		\$0		2.5% (Mix is due to staggered construction 2024-2025)
Total Bid Day	\$29,202,338	\$28,714,945	\$28,714,945		Formula
Contingency					
Construction Contingency	\$1,460,117	\$1,435,747	\$1,435,747		5%
Pending Change Orders			\$0		PCO Log Totals
Executed Change Orders			\$0		Executed Change Orders
General Conditions	\$400,000	\$400,000			Estimated at 20 Months
CONSTRUCTION COSTS SUB TOTAL	\$31,062,455	\$30,550,692	\$30,550,692		
Construction Cost / GSF	\$758.64	\$746.14	#DIV/0!		Construction Costs Sub Total / Total GSF
Percent Construction Cost	86%	85%	#DIV/0!		Construction Costs Sub Total / Total Project Cost
SOFT COSTS					
Design Fees and Reimbursable					
A/E Fee - BKV Group	\$1,895,000	\$1,895,000	\$1,895,000		Per Charlie 08.14.23 (6.85%)
General Planning/Landscape - HKGI	\$368,000	\$368,000	\$368,000		Per Charlie 08.14.23
A/E Reimbursable	\$30,000	\$30,000	\$30,000		Per Charlie 08.14.23
Other Consultant Fees			\$0		TBD
Construction Management	\$1,459,600	\$1,538,975	\$1,538,975		
Permits, Plan Reviews & Fees					
Building Permit & Plan Review	\$0	\$0	\$0		Will Not Charge Itself for This
Plumbing Plan Review & Plumbing Permit	\$5,000	\$5,000	\$5,000		DOLI Charges
Dept. of Health (DOH) - Food Service Plan	\$3,000	\$3,000	\$3,000		Hold- Need to determine extent.
Dept. of Health (DOH) - Water Main	\$1,500	\$1,500	\$1,500		Estimate
City Project Review & Inspection Fee	\$0	\$0	\$0		Will Not Charge Itself for This
State Surcharge	\$5,000	\$5,000	\$5,000		
Metropolitan Council SAC	\$37,700	\$37,700	\$37,700		Met Council Calculator Finds Online
WREC / WAC	\$0	\$0	\$0		Will Not Charge Itself for This
SREC / SAC	\$0	\$0	\$0		Will Not Charge Itself for This
Trunk Utilities (Storm, Sanitary, Water)	\$0	\$0	\$0		Does Not Apply
Off Site Improvements	\$0	\$0	\$0		Removed \$250K- See Site Infrastructure Improvements
Park Dedication Fee	\$0	\$0	\$0		Will Not Charge Itself for This
City/County Road Special Assessment	\$0	\$0	\$0		None Anticipated
Sign Permits	\$0	\$0	\$0		Will Not Charge Itself for This
Utilities - Connections					
Power	\$15,000	\$15,000	\$15,000		Xcel
Gas	\$15,000	\$15,000	\$15,000		Centerpoint
Fiber	\$10,000	\$10,000	\$10,000		CarverLink Metronet- Confirmed Through Rick
Phone	\$0	\$0	\$0		Charlie to Confirm
Pre-Construction Surveys & Studies					
Site Survey	\$17,000	\$17,000	\$17,000		Budget per Charlie 08.14.23
Geotechnical Survey - Soil Borings	\$40,000	\$40,000	\$40,000		Proposals due 08.25.23
Environmental Study (EAW Ph1/Ph2)	\$0	\$0	\$0		None Anticipated
Wetland Delineation, Watershed, MP/CA	\$0	\$0	\$0		Part of Design / Verify w/ Architect
Traffic & Parking Study	\$0	\$0	\$0		Not Required per Charlie 08.14.23
Hazardous Material Survey	\$5,000	\$5,000	\$5,000		Field Environmental PO \$4,900
Testing & Inspections					
Construction Surveying	\$5,000	\$5,000	\$5,000		See email from Charlie 11.28.23- No private locating
Construction Testing & Inspections	\$140,000	\$132,148	\$132,148		Braun Proposal dated 4.11.24
HVAC - Testing & Balancing	\$0	\$0	\$0		In Estimates
HVAC - Commissioning	\$50,000	\$50,000	\$50,000		Estimate- Includes both buildings
Bidding, Legal, Finance & Misc.					
Bid Advertisement, Printing, Plan Distribution	\$1,500	\$1,500	\$1,500		Verify w/ Owner
Bond Issuance Fees	\$0	\$0	\$0		Verify w/ Owner
Legal Fee Allowance	\$0	\$0	\$0		Not anticipated to be charged to project.
Salary Chargeback	\$0	\$0	\$0		Not Required
Builders Risk Insurance	\$30,000	\$30,000	\$30,000		Charlie to confirm with Laurie/League
Land Purchase	\$0	\$0	\$0		Not Required
Land Acquisition Expenses	\$0	\$0	\$0		Not Required
City Purchase Orders					
Final Cleaning	\$0	\$0	\$0		In Bidding
Abatement	\$50,000	\$50,000	\$50,000		TBD Based on Haz. Material Survey
Moving, Storage, Transition	\$20,000	\$20,000	\$20,000		State Contract
Signage	\$0	\$0	\$0		Monument and Building Signage in Bidding
Misc. Owner Expenditure			\$0		Verify w/ Owner
Playground	\$0	\$0	\$0		In Construction
Soft Cost Contingency	\$175,000	\$125,000	\$125,000		Reduced to \$125,000.00 based on 5/7 OAC Meeting
FF&E Expenses					
FFE City Hall	\$650,000	\$650,000	\$650,000		Estimate (BKV/KA)
FFE Parks Building	\$50,000	\$50,000	\$50,000		Estimate (BKV/KA)
Specialty Equipment (i.e., Microwaves, Fridges/Kiosks)	\$75,000	\$75,000	\$75,000		Estimate
Equipment Allowance	\$20,000	\$20,000	\$20,000		Estimate
Technology Allowance	\$0	\$0	\$0		WAPS/Network Switches- BKV to Check with True-North on Budget
Cameras/Security/Card Access	\$0	\$0	\$0		At DD moved to construction documents - BKV and HKGI to confirm
SOFT COSTS SUB-TOTAL	\$5,173,300	\$5,194,823	\$5,194,823		
Soft Costs / SF	\$126.35	\$126.87	#DIV/0!		
Percent Soft Costs	14%	15%	#DIV/0!		
TOTAL PROJECT COSTS	\$36,235,755	\$35,745,515	\$35,745,515		Constr. Cost + Soft Costs
Project Cost / GSF	\$884.99	\$873.01	#DIV/0!		Total Project Cost / Total GSF
VARIANCE (OVER) / UNDER	(\$1,027,755)	(\$287,515)	(\$287,515)		Total Project Revenue / Total Project Costs

**Post-Bid
Chanhassen Civic Campus**



Description	Qty	Unit	Unit Cost	Total	Remarks	Priority or Option
Playground Updated Quote	1	LS	\$50,000.00	\$50,000.00		1
Updated Splash Pad Quote	1	LS	\$25,000.00	\$25,000.00	Possible complete removal	1
Adjusted Skate Park Scope	1	LS	\$100,000.00	\$100,000.00	Budget: \$30,000 for by owner	1
Light Fixture Manufacturer Changes (Site)	1	LS	\$50,000.00	\$50,000.00	Split	1
Light Fixture Manufacturer Changes (Building)	1	LS	\$50,000.00	\$50,000.00	Split	1
Remove Fire Suppression in Pavilion Building	1	LS	\$20,000.00	\$20,000.00		1
Remove Clean Agent System in IT Closet	1	LS	\$50,000.00	\$50,000.00	Go to wet system	1
Mechanical Adjustments	1	LS	\$0.00	\$0.00		2
Light Pole Credit from Curb Master's	1	LS	\$110,000.00	\$110,000.00		1
EPDM in lieu Standing Seam at Stage Structure	1	LS	\$0.00	\$0.00	not at this time	2
ACT Finish Adjustments ACT-3 to ACT-1 in Training Room 135	1	LS	\$34,000.00	\$34,000.00		1
ACT Finish Adjustments ACT-2 to ACT-1 in Session Conf 202	1	LS	\$2,000.00	\$2,000.00		1
Metal Panel Finish Changes to Fast-Plank	1	LS	\$100,000.00	\$100,000.00		1
Removal of 3D Modeling with 23B Combined Mechanical	1	LS	\$35,000.00	\$35,000.00		1
Utility updates from Stantec	1	LS	\$0.00	\$0.00		2
Remove custom wall graphics WC-2 and WC-3	1	LS	\$4,000.00	\$4,000.00	All WC removal would be \$13K	2
Subgrade detail from Stantec	1	LS	\$0.00	\$0.00		2
Ceramic tile in lieu of terrazzo tile	1	LS	\$0.00	\$0.00		2
TrueNorth review of AV package	1	LS	\$0.00	\$0.00		2
Wood Paneling 1B and 1C to 1A	1	LS	\$0.00	\$0.00		2
TOTAL VE				\$630,000.00		
Sub Total by Priority / Option						
Priority / Option 1				\$626,000.00		1
Priority / Option 2				\$4,000.00		2
Priority / Option 3				\$0.00		3
Priority / Option 4				\$0.00		4
Priority / Option 5				\$0.00		5
Priority / Option 6				\$0.00		6

City Council Item

May 13, 2024



Item	Future Work Session Schedule	
File No.		Item No: A.6
Agenda Section	<u>5:30 P.M. - WORK SESSION</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u>	
N/A	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

The City Council is tentatively scheduled to hold the following work sessions:

May 20, 2024
• Audit Presentation • SAC and WAC Policy Discussion
June 10, 2024
•
June 24, 2024
• Consider Draft Recommendations Updating SAC/WAC Policy • 2025 Preliminary Budget and Levy Discussion • City Council Roundtable

July 8, 2024

Pending items:

- Police and Fire Staffing Levels

BACKGROUND

Staff or the City Council may suggest topics for work sessions. Dates are tentative until the meeting agenda is published. Work sessions are typically held at 5:30 pm in conjunction with the regular City Council meeting, but may be scheduled for other times as needed.

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

City Council Item

May 13, 2024



Item	Presentation of Maple Leaf Awards to Outgoing Commissioners	
File No.		Item No: C.1
Agenda Section	<u>PUBLIC ANNOUNCEMENTS</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

SUGGESTED ACTION

Present Maple Leaf Awards:

- Greg Hawks, Environmental Commission
- Don Vasatka, Park & Recreation Commission

Motion Type	N/A
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

City Council Item

May 13, 2024



Item	GFOA Distinguished Budget Presentation Award	
File No.		Item No: C.2
Agenda Section	<u>PUBLIC ANNOUNCEMENTS</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By		

<u>SUGGESTED ACTION</u>	
N/A	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

The City of Chanhassen has recieved the GFOA's Distinguished Budget Presentation Award for its budget, for the first time ever. Congratulations and thanks are due to the Finance staff for their hard work to demonstrate the committment of the governing body and staff to meeting the highest principles of governmental budgeting.

BACKGROUND

GFOA established the Distinguished Budget Presentation Awards Program (Budget Awards Program) in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then to recognize individual governments that succeed in achieving that goal. Approximately 1,800 governments, including states, cities, counties, special districts, school districts, and more have been recognized for transparency in budgeting. To earn recognition, budget documents must meet program criteria and excel as a policy document, financial plan, operations guide, and communication tool.

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

[2024 Budget Award Letter 2024-04-25](#)



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

April 25, 2024

Kelly Grinnell
Finance Director
City of Chanhassen, Minnesota

Dear Kelly:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning January 2024. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

Michele Mark Levine
Director, Technical Services Center

City Council Item

May 13, 2024



Item	Approve City Council Work Session Minutes dated March 18, 2024	
File No.		Item No: D.1
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

<u>SUGGESTED ACTION</u> "The Chanhassen City Council approves the City Council Work Session Minutes dated March 18, 2024."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

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**CHANHASSEN CITY COUNCIL
WORK SESSION
MINUTES
MARCH 18, 2024**

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

COUNCIL MEMBERS PRESENT: Mayor Ryan, Councilman McDonald, Councilwoman Schubert, Councilman von Oven, and Councilman Kimber.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Laurie Hokkanen, City Manager; Matt Unmacht, Assistant City Manager; Charlie Howley, Public Works Director/City Engineer; Eric Maass, Planning Director; Sam DiMaggio, Economic Development Manager; and Kim Meuwissen, City Clerk.

PUBLIC PRESENT:
Brian Grogan, Moss & Barnett
Bob Loken, ESG Architects
Nick Asta, Roers Companies
Judy Harder, 541 West 78th Street

BROADBAND/INTERNET UPDATE AND DISCUSSION

Assistant City Manager Matt Unmacht introduced Attorney Brian Grogan from Moss & Barnett who assists the city with the complex issues with franchise agreements. Mr. Grogan reviewed the three franchise issues the city is currently working on: Mediacom (currently holds a franchise), MetroNet (currently holds a franchise but has not proceeded), and Comcast (considering a franchise). He provided a regulatory overview, that residents/businesses desire high-speed broadband due to changing needs, the impact on the right-of-way for the city, how local, state, and federal law apply to telephone, broadband, and cable, the availability of state and federal funding for broadband expansion, and pending legislation.

Mr. Grogan reviewed the existing Mediacom franchise agreement which expired in December 2023 but has been extended through August 26, 2024. Current renewal issues include the requirement of providing a line extension to Hesse Farms, a 10-year term, and a PEG fee increase.

Mr. Grogan reviewed the MetroNet franchise agreement and a fiber agreement that was granted on August 23, 2021, and expires in October 2031. Cable system construction has not started in the city and MetroNet is no longer interested in providing cable service, just broadband service. As a result, they would like the city to terminate their franchise agreement. However, the city is proposing a settlement agreement to terminate the franchise agreement but require MetroNet to comply with the existing fiber agreement which provides that fiber be connected to city buildings.

Mr. Grogan stated that Comcast has approached the city verbally requesting a cable franchise to build out the entire city. A franchise application timeline was presented based on statutory regulations. It is anticipated that by the end of 2024, Comcast will have a franchise agreement and have started construction, Mediacom will renew their franchise agreement and compete for

the same services, and MetroNet will attempt to provide broadband service including constructing fiber to city buildings. Mr. Grogan added that the city has remained open to all three providers.

The city council expressed concern about Comcast following through with building out the city. Mr. Grogan explained that the contract with Comcast would include the exact locations to be built out. The city council also asked if the market would support the competition between the two providers. Mr. Grogan explained that broadband is a growing industry and in high demand. The city council asked about the impact of the wireless option competition. Mr. Grogan responded that it is an option for some. The city council also asked if a franchise agreement requires providing broadband and is it Comcast's intent to provide these services? Mr. Grogan responded that Comcast would provide the entire suite of services which include telephone, cable TV and streaming, broadband, and a mobile option in partnership with Verizon. He guessed that Comcast would provide fiber to neighborhoods to serve clusters of homes. The resolution to extend Mediacom's franchise agreement to August 26, 2024 is scheduled to be approved at tonight's regular city council meeting.

ARCHITECTURE DISCUSSION – CHANHASSEN CINEMA AND COUNTRY INN & SUITES REDEVELOPMENT PROPOSAL

Planning Director Eric Maass introduced Bob Loken and Ryan Samsa of ESG Architects. Mr. Maass presented slides showing the elements to be reviewed including building color palettes, balcony options, window options, commercial entries (doors/windows, awnings, door handles, signage), and material as undulation, to obtain city council feedback on these features.

Bob Loken of ESG Architects stated that the goal of the design is to break down the building into different masses/volumes to look like separate buildings to build visual interest and not look monolithic, as well as balance the contemporary vision of city hall.

Ryan Samsa of ESG Architects presented a three-dimensional model of the buildings. He added that the goal is for the two buildings to look like siblings and not twins.

Mr. Maass presented slides showing the alternative color schemes (champagne, platinum and bronze, and Brandywine) and asked the city council for a general color palette preference. The city council preferred the platinum and bronze model.

Mr. Maass presented slides showing balcony and window options for city council discussion.

Mayor Ryan recessed the work session at 6:55 p.m.

Mayor Ryan reconvened the work session at 7:23 p.m.

Mr. Maass reviewed the Chanhassen Cinema and Country Inn & Suites architecture presentation and asked the city council if there were any specific elements they wished to discuss. The city council expressed concern about the east building's flat appearance from the south and asked that the same architectural elements from the west building be considered. Mr. Loken provided the next steps and the changes they will make before the next presentation on March 25.

DISCUSS COMMISSION APPOINTMENTS

City Manager Laurie Hokkanen explained how candidates are solicited and appointed by the Carver County Board of Commissioners to the Riley Purgatory Bluff Creek Watershed District Management Board and that traditionally the city has not had any input in the process. Ms. Hokkanen stated most of the city is located within the Riley Purgatory Bluff Creek Watershed District (RPBCWD) and she was approached by the RPBCWD District Administrator as to whether the city would be interested in getting involved in soliciting and recommending candidates to the Carver County Board for appointment. She added that the work that the RPBCWD does is very important and highly integrated with the work the city does, and it is vital to have a good relationship with them to accomplish shared goals. Ms. Hokkanen informed the city council that approximately two-thirds of metro cities are involved in the nomination process of watershed district managers. If the city council should choose to change the current nomination and application process, Ms. Hokkanen recommended that the city use a process like what is currently used for city commission appointments by advertising the opening, interviewing candidates, and recommending three candidates to the Carver County Board of Commissioners to interview and appoint to the RPBCWD. The city council discussed the options and directed staff to move forward with the city becoming involved in the appointment process.

SHORT-TERM RENTAL ORDINANCE UPDATE MEMO

As stated in the staff report for this item, Planning Director Eric Maass explained that there would not be a presentation and that if the city council had any feedback on the proposed ordinance, they should have contacted Planner Rachel Jeske. The city council accepted the recommendation in the staff report without any further discussion.

MISSING MIDDLE HOUSING LEGISLATION

City Manager Laurie Hokkanen referenced emails and the most recent Message from the Mayor concerning the pending legislation on affordable housing. Mayor Ryan indicated that if this legislation passes, the city's comprehensive plan will no longer apply which means there will be no opportunity to solicit and obtain resident feedback. Mayor Ryan stated that her Message from the Mayor email was met with a supportive response from the residents. On Thursday, March 21, the Chanhassen *Villager* will also publish a letter to the Editor from the mayors of Victoria, Chanhassen, Chaska, and Carver to make residents aware of this legislation.

CITY COUNCIL ROUNDTABLE

Mayor Ryan referenced a recent citizen action request concerning communication from the city. Communications Manager Ari Lyksett presented the February 2024 Communications Report. City Manager Laurie Hokkanen added that copies of postcards sent to residents would be included in future City Council Correspondence Packets. Following city council discussion on this topic, staff were commended for their communication efforts to date, and directed to continue to explore options to improve the city's communication efforts.

Councilwoman Schubert asked about the status of installing charging stations in Chanhassen. City Manager Laurie Hokkanen responded there are no updates at this time due to uncertainty in the market. Ms. Hokkanen added that the city is currently working on applying for a state grant that would cover approximately half of the solar panels needed for the new city hall building.

FUTURE WORK SESSION SCHEDULE

April 15, 2024 (meeting rescheduled from April 8)
• Downtown Design Guidelines Draft Plan Review • Highway 5 Update • City Manager Performance Review (CLOSED SESSION)
April 22, 2024
• SouthWest Transit Update
May 13, 2024
• Road Funding Discussion
May 20, 2024
• SAC and WAC Policy Discussion
June 10, 2024
•
June 24, 2024
• Consider Draft Recommendations Updating SAC/WAC Policy Discussion • 2025 Preliminary Budget and Levy Discussion • City Council Roundtable

Pending Items:

Audit Presentation (May 13 or 20)

Mayor Ryan adjourned the work session at 8:45 p.m.

Submitted by Laurie Hokkanen
City Manager

Prepared by Kim Meuwissen
City Clerk



City Council Item

May 13, 2024



Item	Approve City Council Minutes dated March 18, 2024	
File No.		Item No: D.2
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

SUGGESTED ACTION

"The Chanhassen City Council approves the City Council minutes dated March 18, 2024."

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

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[City Council Regular Meeting Minutes dated March 18, 2024](#)

**CHANHASSEN CITY COUNCIL
REGULAR MEETING
MINUTES
MARCH 18, 2024**

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

COUNCIL MEMBERS PRESENT: Mayor Ryan, Councilman McDonald, Councilwoman Schubert, Councilman von Oven, and Councilman Kimber.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Laurie Hokkanen, City Manager; Matt Unmacht, Assistant City Manager; Charlie Howley, Public Works Director/City Engineer; Eric Maass, Planning Director; Andrew Heger, Fire Chief; Ari Lyksett, Communications Manager; Amy Schmidt, City Attorney; and Kim Meuwissen, City Clerk.

PUBLIC PRESENT:
Linda Paulsen, 7603 Frontier Trail

PUBLIC ANNOUNCEMENTS:

1. Swearing-in Ceremony for Fire Chief Andrew Heger

Mayor Ryan welcomed Fire Chief Andrew Heger and his family to the City of Chanhassen and the fire department. Chief Heger completed a swearing-in ceremony. He thanked the City of Chanhassen and other individuals for this opportunity.

2. Invitation to the 2024 Easter Egg Candy Hunt

Mayor Ryan shared that the 2024 Easter Egg Candy Hunt would take place on March 30 at 9:00 a.m. or 10:30 a.m. at City Center Park.

CONSENT AGENDA: Councilman McDonald moved, and Councilman Kimber seconded that the City Council approve the following consent agenda items 1 through 6 pursuant to the City Manager's recommendations:

1. Approve City Council Work Session Minutes dated February 26, 2024
2. Receive Environmental Commission Minutes dated January 10, 2024
3. Approve Claims Paid dated March 18, 2024
4. Award Contract for 2024 Pothole Patching to Northwest Asphalt, Inc.
5. **Resolution 2024-16:** Mediacom Cable Television Franchise – Extension to August 26, 2024

6. Appointment to the Environmental Commission

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

VISITOR PRESENTATIONS.

Linda Paulson, 7603 Frontier Trail, asked how the City Council responds to the citizen action request forms. She stated older residents do not use social media to receive communication from the City of Chanhassen. She claimed there was only one communication in the *Chanhassen Villager* regarding the tax increment financing and insufficient communication with the residents. She stated residents in the older part of Chanhassen were unaware of the Roers development.

PUBLIC HEARINGS. None.

GENERAL BUSINESS. None.

COUNCIL PRESENTATIONS. None.

ADMINISTRATIVE PRESENTATIONS. None.

CORRESPONDENCE DISCUSSION.

1. February 2024 Communications Report

Councilman von Oven moved, and Councilwoman Schubert seconded to adjourn the meeting. All voted in favor, and the motion was carried unanimously with a vote of 5 to 0. The City Council meeting was adjourned at 7:18 p.m.

Submitted by Laurie Hokkanen
City Manager

Prepared by Kim Meuwissen
City Clerk



City Council Item

May 13, 2024



Item	Approve City Council Work Session Minutes dated April 15, 2024	
File No.		Item No: D.3
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

<u>SUGGESTED ACTION</u> "The Chanhassen City Council approves the City Council Work Session Minutes dated April 15, 2024."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

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**CHANHASSEN CITY COUNCIL
WORK SESSION
MINUTES
April 15, 2024**

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

COUNCIL MEMBERS PRESENT: Mayor Ryan, Councilman McDonald, Councilwoman Schubert, and Councilman Kimber.

COUNCIL MEMBERS ABSENT: Councilman von Oven

STAFF PRESENT: Laurie Hokkanen, City Manager; Charlie Howley, Public Works Director/City Engineer; Kelly Grinnell, Finance Director; Eric Maass, Community Development Director; Jerry Ruegemer, Parks Director; Priya Tandon, Recreation Manager; Samantha Dimaggio, Economic Development Manager

PUBLIC PRESENT:

Lake Ann Lifeguard Discussion

Jerry Ruegemer, Parks Director, and Priya Tandon, Recreation Manager, provided a recap of the decision to attempt to provide lifeguards at Lake Ann. After a significant outreach effort, no candidates for lifeguard were obtained. Staff outlined their approach to moving to the beach monitor option. The City Council discussed the responsibilities of the beach monitor position and how reasonable those responsibilities were to ask of an employee as young as 16 years old. There were also concerns about creating a false sense of security rather than all beachgoers maintaining vigilance and shared responsibility for safety and rules. The City Council complimented staff on the efforts to recruit lifeguards. The City Council provided direction to end the efforts to recruit beach monitors and only implement signage alerting beach visitors that they are swimming at their own risk.

Review of the proposed Three-Year Economic Development Plan

Samantha Dimaggio, Community Development Manager gave an overview of the Economic Development Plan. The council suggested adding the Lion's Club to the SWOT analysis. The public and private schools are also a strength in the community. The City Council thanked Samantha for her presentation and that they are hearing from the community that she has been a good resource for them.

Laredo Drive Extension Discussion

Charlie Howley, Public Works Director/City Engineer gave an overview of how Laredo Drive could be connected through from W 78th Street. The projected cost to extend Laredo Drive is \$1.5 million. That would be with a willing seller of the land. Mayor Ryan believes that the extension of Laredo is a must-have for the city.

Bluff Creek Area Sewer Discussion

Mr. Howley discussed the area that is unsewered in the Bluff Creek area and putting a sewer into the area. There are development projects that are being proposed that would like to have sewer and water in this area of the city. The city has proposals to bring those services to the area and staff would like input from the Council. Cost and scope are questions about this project. Mr. Howley can put out an RFP to get costs for this project.

Newspaper Designation Discussion

Staff needs to designate a new paper because the Chanhassen Villager will no longer be published after April 25, 2027. The city proposes to designate the Sun Sailor as the city’s newspaper. The City Council also considered the Waconia Patriot.

FUTURE WORK SESSION SCHEDULE

April 15, 2024
• Chanhassen Cinema and Hotel Architecture Discussion • Highway 5 Update • City Manager Performance Review (CLOSED SESSION)
April 22, 2024
• SouthWest Transit Update • Discuss Proposed Three-Year Economic Development Plan • Downtown Design Guidelines Draft Plan Review
April 29, 2024 (special meeting)
• Civic Campus Update
May 13, 2024
• Road Funding Discussion
May 20, 2024
• SAC and WAC Policy Discussion
June 10, 2024
•
June 24, 2024
• 2025 Preliminary Budget and Levy Discussion • Consider Draft Recommendations Updating SAC/WAC Policy Discussion • City Council Roundtable

Pending Items:

Audit Presentation (May 13 or 20)

Mayor Ryan adjourned the work session at 6:56 p.m.

Submitted by Laurie Hokkanen

City Manager

Prepared by Jenny Potter

City Clerk



City Council Item

May 13, 2024



Item	Approve City Council Minutes dated April 15, 2024	
File No.		Item No: D.4
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

SUGGESTED ACTION

"The Chanhassen City Council approves the City Council minutes dated April 15, 2024."

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

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[April 15, 2024 City Council Meeting Minutes](#)

City Council Item

May 13, 2024



Item	Receive Park and Recreation Commission Minutes dated March 26, 2024	
File No.		Item No: D.5
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Kate Vogt, Admin Support Specialist	
Reviewed By		

<u>SUGGESTED ACTION</u>	
"The Chanhassen City Council receives the Park and Recreation Commission minutes dated March 26, 2024."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

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**CHANHASSEN PARK AND
RECREATION COMMISSION
REGULAR MEETING
MINUTES
MARCH 26, 2024**

Vice Chair Markert called the meeting to order at 6:00 p.m.

MEMBERS PRESENT: Heather Markert, Vice Chair; Matt Kutz; Jim Peck; Scott Pharis; and Youth Commissioner Nischay Pattanashetty.

MEMBERS ABSENT: Don Vasatka, Chair; Dan Eidsmo; and Rob Swanson.

STAFF PRESENT: Jerry Ruegemer, Park and Recreation Director; Priya Tandon, Recreation Manager; Mitchell Czech, Recreation Supervisor; Jodi Sarles, Rec Center Manager; and Mary Blazanin, Senior Center Coordinator.

PUBLIC PRESENT: Judy Harder.

APPROVAL OF AGENDA: Commissioner Kutz moved, Commissioner Peck seconded to approve the agenda as presented. All voted in favor and the motion carried unanimously with a vote of 5 to 0.

PUBLIC ANNOUNCEMENTS:

Jerry Ruegemer, Park and Recreation Director, thanked Commissioner Markert and Commissioner Kutz for their service on the Park and Recreation Commission.

Mitchell Czech, Recreation Supervisor, announced his resignation effective April 10, 2024.

VISITOR PRESENTATIONS: None.

APPROVAL OF MINUTES:

1. Approve Park & Recreation Minutes dated February 28, 2024

Commissioner Pharis moved, Commissioner Kutz seconded to approve the minutes of the Park and Recreation Commission meeting dated February 28, 2024 as presented. All voted in favor and the motion carried unanimously with a vote of 5 to 0.

GENERAL BUSINESS:

1. Receive 2023 Park and Recreation Department Annual Report

Priya Tandon, Recreation Manager, provided a summary of the 2023 Park and Recreation accomplishments and information. She noted the programs, facilities, and services to the Chanhassen community.

Vice Chair Markert congratulated Ms. Tandon on the establishment of 144 partnerships and sponsorships.

Commissioner Peck moved, Commissioner Pharis seconded to recommend the City Council approve the 2023 Park and Recreation Department Annual Report. All voted in favor and the motion carried unanimously with a vote of 5 to 0.

REPORTS:

1. 2023-2024 Ice Rink Season Evaluation

Mitchell Czech presented an overview of the ice rink season from January 17 to January 25. He thanked the maintenance crew for their hard work to open the rinks. He presented charts to highlight expenses associated with the ice rink season, including rink attendant salaries, maintenance, and warming houses.

Vice Chair Markert thanked the maintenance and recreation crew for their hard work.

2. Recreation Center Quarterly Update

Jodi Sarles, Rec Center Manager, presented information about the facility updates to the Chanhassen Recreation Center taking place in June 2024. She highlighted the program updates and discussed the upcoming recreation center events.

Vice Chair Markert stated that the garden tool swap seemed like a great idea. She complimented the youth basketball coaches on their engagement.

3. Park Maintenance Quarterly Update

Jerry Ruegamer presented information regarding completed park maintenance throughout the mild winter. He reviewed the success with tree landscaping and an overview with the stormwater irrigation process.

4. Senior Center Quarterly Report

Mary Blazanin, Senior Center Coordinator, presented an overview of the programming that will take place at the Recreation Center during the Civic Campus construction. She highlighted the successful programming and events with increased attendance due to the warm weather.

5. Easter Egg Candy Hunt Preview

Priya Tandon presented a preview of the Easter Egg Candy Hunt and other Easter events. The Easter Egg Candy Hunt location may switch to the parking lot west of City Hall because of the weather. During the Easter Egg Hunt, there is an opportunity to take a photograph with the Easter bunny and for residents to name the new speed trailer. She invited Commissioners to volunteer for the event, if available.

Vice Chair Markert also encouraged Commissioners to volunteer for the event if they are available.

COMMISSION MEMBER COMMITTEE REPORTS: None.

COMMISSION MEMBER PRESENTATIONS:

Commissioner Kutz thanked the Park and Recreation Commission for the opportunity to serve.

ADMINISTRATIVE PRESENTATIONS: None.

ADJOURNMENT:

Commissioner Kutz moved, Commissioner Pharis seconded to adjourn the meeting. All voted in favor and the motion carried unanimously with a vote of 5 to 0. The Park and Recreation Commission meeting was adjourned at 6:47 p.m.

Submitted by Jerry Ruegemer
Park and Recreation Director

City Council Item

May 13, 2024



Item	Receive Commission on Aging Minutes dated March 15, 2024	
File No.		Item No: D.6
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

<u>SUGGESTED ACTION</u> "The Chanhassen City Council receives the Park and Recreation Commission minutes dated March 15, 2024."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

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ATTACHMENTS

March 15, 2024

MEMBERS PRESENT: Laura Baumtrog, Gwen Block, Jim Camarata, Bhakti Modi, Beth Mason, Kara Cassidy, Ruth Lunde, Ruth Slivken

MEMBERS ABSENT: None

STAFF PRESENT: Mary Blazanin, Senior Center Coordinator

GUESTS PRESENT: Linnea Fonnest, Adult Services Librarian, Gary Spears, Senior Community Services, Barb Solum, Lisa Anderson, Bill Maloney

APPROVAL OF AGENDA Commissioner Camarata made the motion to approve the agenda. Commissioner Block seconded. All members voted in favor and the motion carried. Agenda was approved.

COMMISSION ON AGING MINUTES February 16, 2024. A correction request was made stating Linnea Fonnest, Adult Services Librarian presented the update on Bridging Book Club in the absence of Commissioner Slivken at the February 16, 2024 meeting. The correction was noted and accepted. Commissioner Cassidy made the motion to approve the minutes. Commissioner Baumtrog seconded. All members voted in favor and the motion carried. Minutes were approved.

Visitor Presentations

Carver County Health Updates

No in person update was given.

Senior Community Services Updates

Gary Spears, Senior Community Services (SCS), gave a presentation about the services they provide. Their goal is to empower seniors to stay in their houses through offering their Home Help Services. As part of that initiative, Seniors can sign up for one-on-one technology sessions for assistance with phones, laptops, and other personal technology issues. Assisting with access, devices, and usage are the three components of Senior Community Services' technology help. Senior Community Services' grants and services mainly reach Hennepin County residents, but is now creating more resources for Carver County.

SCS Home Services has three main initiatives

- The Interior Home group focuses on inside repairs, technology assistance, and house cleaning.
- The Exterior Home group focuses on outdoor lawn care and shoveling. Exterior is not yet in Carver due to State Funding, but discussions are being held to get funding for Carver County.
- Outreach and Support for Caregivers, for example Chanhassen hosts a caregiver support group on the first Thursday of every month.

Artificial Intelligence (AI) is the next big step in technology. Chat GPT was discussed as a possible educational session that could be presented to local seniors.

Chanhassen Library Update

Linnea Fonnest, Adult Services Librarian, discussed the library having material about consumer information and how to avoid fraud and learn about budgets. There is a seed library again for a

third year. People can take seed packets to plant seeds. They have a puzzle swap event at the library and there is an ongoing puzzle “swap shelf” at the senior center. Chanhassen Library is working with the county career force on the fourth Tuesday of the month for seniors needing jobs. Chan-o-laires will be performing on Saturday, May 4 at the library. The book sale will be the third week in April.

Senior Center Updates

Mary Blazanin, Senior Center Coordinator

The city will be closing off the two parking lots at the Senior Center starting after Memorial Day due to new construction. They will be unavailable and closed for about a year and a half. During construction, the Senior Center programs will move to the Recreation Center. All library parking will be on the west side of the city hall building. Mary will have a temporary office at the Recreation Center. The Commission on Aging can meet at the location of their choice.

Goals and Strategic Plans

Motion was made by Commissioner Cassidy, seconded by Commissioner Baumtrog, Strategic Plan was passed.

Discussion Items

4th of July Bingo and Information Table Preparation

Mary Blazanin will be managing the Bingo and will provide commissioners with lists of the businesses to contact for donations. The July 4th Expo will need volunteers. More Bingo cards were needed last year. Discussion was had for what organization to choose for donating to.

Arbor Day

There is a group at the High School that would like to partner and assist with Arbor Day. The Environmental Commission is in charge of Arbor Day. The Commission on Aging usually sends a representative to the event.

Memorial Day Table for Veterans Project

Commissioners need to make a decision on which organization will receive donations collected at this event.

Commission Presentations

Discussion: Senior Center Web Page Project

Commissioner Modi is working with Ari Lyksett to get to the final publishing and going live. Looking to a going live date of April/May.

Chanhassen Villager Articles Update

Commissioner Camarata gave an update that they still haven’t heard back from anyone at the Villager. Ms. Blazanin had been trying to contact someone at the paper and she and Commissioner Camarata will be working together to get a contact.

Bridging Book Club, Ruth Slivken

Commissioner Slivken reported that the bridging book club is up and running and they are going

to try to continue over the summer. She will be sharing the book list with the Commission. The students that are doing the bridging book club are interested in helping in other ways. They want to work with the Environment and Park & Recreation Commissions on a variety of other project ideas. They are also interested in making greeting cards for people in nursing homes.

ADJOURNMENT:

Commissioner Cassidy called for meeting adjournment. Commissioner Camarata seconded the motion. All voted in favor and the motion carried.

Meeting adjourned at 11:24 a.m.

Minutes prepared by Jenny Potter, Senior Administrative Assistant

Minutes Submitted by Mary Blazanin, Senior Center Coordinator

City Council Item

May 13, 2024



Item	Receive Environmental Commission Minutes dated March 13, 2024	
File No.		Item No: D.7
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

<u>SUGGESTED ACTION</u> "The Chanhassen City Council receives the Environmental Commission Minutes dated March 14, 2024."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

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ATTACHMENTS

Chanhassen Environmental Commission (EC)

6:00 pm

March 13, 2024

Members Present: Greg Hawks, Leslie Elhadi, Scott Grefe, Ryan Farnan, Billy Cripe, Kristin Fulkerson, Scot Lacek

Members Absent: Kaisa Buckholz

Staff Present: Jamie Marsh, Environmental Resources Specialist

Visitors: Judy Harder, Resident

Minutes

January 10, 2024, minutes Commissioner Fulkerson motioned to approve, Commissioner Cripe seconded. All voted in favor. January minutes passed. February 14, 2024, minutes Commissioner Fulkerson motioned to approve amended minutes, Commissioner Cripe seconded. All voted in favor. February minutes passed.

Environmental Trivia Follow Up

There were 20 teams that attended the trivia night. A well-attended event. The next event will be planned for the fall. Dave Ryan talked about the Better Bin app on the radio the next day. Jamie Marsh created a checklist for communications to use for each trivia night. The commissioners reviewed and updated the information for all the communications that will happen for future trivia nights.

Finalize Arbor Day Activities

Ms. Marsh shared the ideas they had from the last meeting that included: invasive education, milkweed bombs, tic tac toe, and refreshments. Ms. Marsh will check with Manuel Jordan to see if he can attend the Arbor Day planting event. Some buckthorn could be cut prior to the event and put on a table to show what it looks like. The event is on Saturday, May 4, 2024 at 10 a.m.

Partner with Minnetonka High School for Arbor Day Event

Commissioner Farnen sent an email to the Environmental Club at Minnetonka High School to see if they would be interested in Arbor Day. They were initially interested but he needs to get back to the club to give more details. The Commission on Aging has reached out to Ms. Marsh to connect with the Chanhassen High School students and they would like to assist with Arbor Day along with the Minnetonka High School Earth Club.

Discuss Involvement with Water Resources Open House

Ms. Marsh reported that there will be an event for the Water Resources Open House. Communications reached out to Ms. Marsh to invite the Environmental Commission to attend. The event will be in August and there will be more information to come.

Review Onboarding Packet

Ms. Marsh presented the onboarding packet and updated home and email addresses. She redlined the changes that were made and will distribute it to the commissioners.

Green Step Cities-Best Management Practices

Ms. Marsh sent out an update from the Green Steps coordinator. Each commissioner would choose a category and see what steps we could take to continue working on the best practices. The commissioners will use a shared document and update things that have been done already. A March 28 deadline was set to have comments back.

Commission Presentation

Chair Grefe reported that he applied for the Carver County Solid Management Stakeholder group and is part of that group. Meetings in April, May, and June.

Ms. Marsh thanked Commissioners Fulkerson, Hawks, and Lacek for all their work.

Commissioner Fulkerson asked that people use the Better Bin app and shared that she will be moving to the Park & Recreation Commission.

Commissioner Hawks said that he had learned much being on the Commission and it was enjoyable to him.

Adjournment

Meeting adjourned at 7:59.

Minutes prepared by Jenny Potter, Senior Administrative Assistant

Minutes Submitted by Jamie Marsh, Environmental Resources Specialist

City Council Item

May 13, 2024



Item	Award Contract for 2024 Pavement Striping	
File No.	PW115	Item No: D.8
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Alison Albrecht, Public Works Support Specialist	
Reviewed By	Charlie Burke	

<u>SUGGESTED ACTION</u>	
The Chanhassen City Council approves a contract with Sir Lines-A-Lot for 2024 pavement striping.	
Motion Type	Simple Majority Vote of members present
Strategic Priority	Asset Management

SUMMARY

Annual long line restriping of city streets, including center lines, turn lines, and fog lines.

BACKGROUND

N/A

DISCUSSION

N/A

BUDGET

The Streets Division of the Public Works Department solicited quotes from three (3) contractors for the 2024 annual restriping program. Sir Lines-A-Lot was the only quote returned and their pricing was per industry standard. They have successfully completed previous striping work for the city.

RECOMMENDATION

Staff recommends awarding the 2024 striping contract to Sir Lines-A-Lot.

ATTACHMENTS

[Quote](#)

[Form of Agreement](#)



7175 Cahill Road - Edina, MN 55439
Phone: (952)-913-8382 Email: sales@linesalot.com
www.linesalot.com

PROPOSAL

To: City of Chanhassen Address: 7901 Park Pl Chanhassen, MN 55317	Contact: Phone: (952) 227-1300 Email:
Project Name: Chanhassen 2024 Striping Project Location: City Of Chanhassen, MN	Bid Number: H24-0554 Bid Date: 4/12/2024

Item #	Item Description	Estimated	Unit	Unit Price	Total Price
1	4" DOUBLE SOLID LINE YELLOW - PAINT	97,461.00	LF	\$0.208	\$20,271.89
2	4" YELLOW SKIP - PAINT	100.00	LF	\$0.104	\$10.40
3	4" SOLID LINE YELLOW - PAINT	10,000.00	LF	\$0.104	\$1,040.00
4	4" WHITE SKIP - PAINT	2,400.00	LF	\$0.104	\$249.60
5	4" SOLID LINE WHITE - PAINT	43,000.00	LF	\$0.104	\$4,472.00

Total Bid Price: **\$26,043.89**

Notes:

- 1. Does not include any brooming or pavement marking removals.
- 2. Assumes all pavement markings are surface applied PAINT only. Not ground in or wet reflective.
- 3. Scope of work is limited to re-striping existing pavement markings only. No layout included, and no symbols or messages of any kind.
- 4. Final quantities will be invoiced.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Sir-Lines-A-Lot Authorized Signature: _____ Estimator: TJ Phillips (612) 434-0090 tj.phillips@linesalot.com
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NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 13th day of May, 2024, by and between the **CITY OF CHANHASSEN**, a Minnesota municipal corporation ("City") and **Sir Lines-A-Lot, LLC** a Minnesota limited liability company ("Contractor").

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

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

- A. This Agreement.
- B. Request for Proposal, dated 03/29/2024.
- C. Contractor's Quote dated 04/12/2024.

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

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

3. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

4. COMPENSATION. Contractor shall be paid by the City for the goods and services described in Paragraph 2 in accordance with the Quote, but not to exceed \$26,043.89 which is

FORM OF AGREEMENT - NON-BID CONTRACT FOR GOODS AND SERVICES (with Responsible Contractor language).DOCX

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

5. COMPLETION DATE. The Contractor shall complete the Work on or before July 3rd, 2024.

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

7. RIGHTS AND REMEDIES.

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

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

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

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

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

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

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

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

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

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

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: _____, 20__

CITY OF CHANHASSEN

By: _____
Elise Ryan, Mayor

And: _____
Laurie Hokkanen, City Manager

Dated: _____, 20__

SIR LINES-A-LOT, LLC

By: _____

Print Name: _____

Its: _____



7175 Cahill Road - Edina, MN 55439
Phone: (952)-913-8382 Email: sales@linesalot.com
www.linesalot.com

PROPOSAL

To: City of Chanhassen Address: 7901 Park Pl Chanhassen, MN 55317	Contact: Phone: (952) 227-1300 Email:
Project Name: Chanhassen 2024 Striping Project Location: City Of Chanhassen, MN	Bid Number: H24-0554 Bid Date: 4/12/2024

Item #	Item Description	Estimated	Unit	Unit Price	Total Price
1	4" DOUBLE SOLID LINE YELLOW - PAINT	97,461.00	LF	\$0.208	\$20,271.89
2	4" YELLOW SKIP - PAINT	100.00	LF	\$0.104	\$10.40
3	4" SOLID LINE YELLOW - PAINT	10,000.00	LF	\$0.104	\$1,040.00
4	4" WHITE SKIP - PAINT	2,400.00	LF	\$0.104	\$249.60
5	4" SOLID LINE WHITE - PAINT	43,000.00	LF	\$0.104	\$4,472.00

Total Bid Price: **\$26,043.89**

Notes:

- 1. Does not include any brooming or pavement marking removals.
- 2. Assumes all pavement markings are surface applied PAINT only. Not ground in or wet reflective.
- 3. Scope of work is limited to re-striping existing pavement markings only. No layout included, and no symbols or messages of any kind.
- 4. Final quantities will be invoiced.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Sir-Lines-A-Lot Authorized Signature: _____ Estimator: TJ Phillips (612) 434-0090 tj.phillips@linesalot.com
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City Council Item

May 13, 2024



Item	Approve a Memorandum of Understanding with the Rotary Club of Chanhassen for the 2024 4th of July Celebration	
File No.		Item No: D.9
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Priya Tandon, Recreation Manager	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u>	
"The Chanhassen City Council approves the 2024 Memorandum of Understanding with the Rotary Club of Chanhassen for the 2024 4th of July Celebration."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	Operational Excellence

SUMMARY

The city and the Rotary Club of Chanhassen have maintained a longstanding, mutually beneficial partnership in coordinating the city's Annual 4th of July Celebration. Historically, the Rotary has coordinated and produced the Taste of Chanhassen, Beer Garden, Classic Car Show, Historic Plane Flyover, and Parade components of the event. The 2024 Memorandum of Understanding (MOU) formally outlines the specific duties and responsibilities of each party regarding these event components to ensure the successful execution of the 2024 4th of July Celebration.

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

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

ATTACHMENTS

[2024 Memorandum of Understanding](#)

City of Chanhassen Annual 4th of July Celebration

MEMORANDUM OF UNDERSTANDING (MOU) between

City of Chanhassen

and

The Rotary Club of Chanhassen

I. PURPOSE & SCOPE

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

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

II. BACKGROUND

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

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

Promotional Material

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

3. The City will coordinate and pay for a magazine that will be direct-mailed to every Chanhassen resident. It will contain a full schedule of events, both City and Rotary article features, and information about the 4th of July Celebration.
 - a. The Rotary Club of Chanhassen will provide two articles/features by April 20 for publication in the magazine.
4. Addendum I (attached) further details the cross-promotion of the 4th of July event as it relates to social media, print, digital, and day-of promotions.

Taste of Chanhassen (4th of July Food Event)

1. The Rotary Club of Chanhassen will coordinate and secure a minimum of 10 local Chanhassen food vendors. Rotary will seek Chanhassen-base vendors, but will invite other vendors at its discretion. This number may change depending on available space and contractual agreements with the carnival, through the City. The aim of the event is to balance great exposure and a profitable business opportunity for the vendors, while providing a positive experience for event attendees. The dates of the event will be July 3, 4:00-11pm and July 4, 10am-5pm.
 - If a minimum is not secured and identified by June 1, the City will work with the Rotary to supplement additional vendors in order to serve the needs of the event participants.
 - Food vendors need to complete all forms provided by the Rotary Club of Chanhassen.
 - The Rotary Club of Chanhassen will collect and retain the event fee from the food vendors.
 - The Rotary Club of Chanhassen will work with the Department of Health to ensure all necessary permits are obtained.
 - Food vendors will provide the necessary insurance certificates and Department of Health Special Event License to the Rotary Club of Chanhassen. The Rotary Club of Chanhassen representative will present copies of these documents to the City, two weeks prior to the event. The City will keep this information for their records.
 - All food vendors must provide a certificate of insurance naming the City of Chanhassen as an additional insured for the duration of the event.

- Two weeks prior to the celebration, the Rotary Club of Chanhassen will supply the City with the electrical needs for each vendor booth.
 - The Rotary Club of Chanhassen is responsible for supplying signage for the Taste of Chanhassen vendors.
2. The Rotary Club of Chanhassen is responsible for providing 2 onsite ATM machines for the Taste of Chanhassen and Beer Garden.
 3. The City will coordinate rental and delivery of tents, tables and chairs for the food vendors.
 - Each food vendor will receive (1) 15' x 15' tent with sidewalls, (6) 6' banquet tables and (2) folding chairs, unless noted otherwise.
 - The Rotary Club of Chanhassen is responsible for the accrued costs of tents, tables and chairs associated with the Taste of Chanhassen food event. The City will provide an invoice to the Rotary Club for these costs after the event.
 4. The City will organize the trash removal and hand washing services for the Taste of Chanhassen food event.

Beer Garden

1. The Rotary Club of Chanhassen is responsible for the onsite selling of beer for the 4th of July Celebration. The dates of the beer garden will be July 3, 4-11pm and July 4, 10am-5pm at City Center Park.
 - The Rotary Club of Chanhassen must complete a Temporary On-Sale Liquor License application by Monday, April 1. The Chanhassen City Council will review and approve the application at the April 8th or April 22nd City Council meeting.
 - The Rotary Club of Chanhassen coordinates the beer serving trailer.
 - The Rotary Club of Chanhassen solicits sufficient volunteers to staff the beer garden and provides responsible server training to volunteers through Carver County Public Health.
 - The Rotary Club of Chanhassen will contract a minimum of four off-duty deputies to provide coverage for a safe event, through the Carver County Sheriff's Department to be on duty during the following hours of the beer garden at City Center Park in 2024:
 - July 3: 2 deputies 4pm-12am; 2 deputies 6pm-12am

- The Rotary Club of Chanhassen is responsible for ticket sales, I.D checking & 21+ wristbands, and signage.
2. The Rotary Club of Chanhassen will annually obtain permission from Eastern Carver County Schools to have beer on school grounds, and provide the City verification of this authorization.
 3. The City will coordinate the rental and delivery of (1) 15' X 60' tent with side walls, (30) 6' banquet tables and (10) folding chairs.
 4. The Rotary Club of Chanhassen is responsible for the accrued costs of tents, tables and chairs associated with the beer garden. The City will provide an invoice to the Rotary Club for these costs after the event.
 5. The City will provide general security (Carver County Sheriff Department Deputies) in City Center Park during the time of the beer garden.

4th of July Parade

1. The Rotary Club of Chanhassen is responsible for producing the 4th of July Parade.
 - The Rotary Club of Chanhassen will submit a complete Parade Application by May 1, along with the designated parade route. The complete parade application will be placed on a City Council agenda for their approval.
 - The Rotary Club of Chanhassen will be responsible for parade entry registrations and collection of fees.
 - The Rotary Club of Chanhassen shall have all parade registration materials available to participants by April 20.
 - The Rotary Club of Chanhassen is responsible for soliciting and training all volunteers for the parade. A minimum of 15 volunteers will act as parade safety volunteers and assist with the safety of viewers.
 - The Rotary Club of Chanhassen will contract a minimum of four off-duty deputies to ensure safety for the parade and spectators, through the Carver County Sheriff's Department.
 - The Rotary Club of Chanhassen will have the finalized parade lineup available to parade entrants and the City of Chanhassen no later than Sunday, June 30.

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

Classic Car Show

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

Historic Plane Flyover

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

Insurance

The Rotary Club of Chanhassen must submit a certificate of insurance naming the City of Chanhassen, its official, employees and agents as additional insured. The limits of insurance will not be less than \$1,000,000 each occurrence, \$2,000,000 of insurance will cover all events produced by the Rotary Club of Chanhassen and be delivered to the City by July 1.

VII. EFFECTIVE DATE AND SIGNATURE

Authorized Representatives

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

The authorized representative of the City is:

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

The authorized representative of the Rotary Club of Chanhassen is:

President, David Neubauer
Rotary Club of Chanhassen,
P.O. Box 781
Chanhassen, MN 55317

Amendments

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

Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

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

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

Signatures and dates

City of Chanhassen

Elise Ryan, Mayor

Laurie Hokkanen, City Manager

Date_____

Rotary Club of Chanhassen

 4/18/24

David Neubauer, President

Addendum I: Social Media & Promotions

1. Social Media

a. Facebook

i. Facebook Event

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

ii. Static posts

1. The City will tag the Rotary Club in post captions for event components specifically coordinated or sponsored by Rotary.
2. The City will include the Rotary logo on promotional photos for event components specifically coordinated or sponsored by Rotary.
3. Event components specifically coordinated/sponsored by Rotary include:
 - a. Beer Garden
 - b. Taste of Chanhassen
 - c. Classic Car Show
 - d. Parade
 - e. Historic Plane Flyover
4. Examples
 - a. Tagged: It's back! The Rotary Club of Chanhassen's 4th of July Parade will roll through the downtown streets of Chanhassen Monday, July 4, starting at 2:30 PM. For details go to: ChanhassenMN.gov/july4th
 - b. Not tagged: It's family night at the 4th of July Carnival! Tonight, July 2, all rides are \$2 from 3-8pm, \$3-\$5 from 8-10pm, head on over to City Center Park and enjoy the fun! For more information on the annual 4th of July Celebration and to access the full schedule of events, visit our webpage at ChanhassenMN.gov/july4th
5. If Rotary is not tagged in the above posts as described, let city event staff know to correct the issue (2024 contact: Priya Tandon)

iii. Shared Posts

1. If there is space in the City's content calendar (as determined by the City communications team), the City may be able to share Rotary club Facebook posts that align with city and event branding, language, and strategic plan.
2. Content must be approved by the communications team in advance.
3. Examples
 - a. Shared: Registration is now open for the Rotary Club of Chanhassen's annual 4th of July parade! Register through June 1 to include your float in this great event. Visit rotary.com for more information on this program.
 - b. Not shared: Registration is now open for both the Rotary Club of Chanhassen's 4th of July parade and the scholarship program! Visit rotary.com for more information on these two programs.
4. To recommend a specific post be shared to a City Facebook page, send the post to the city event staff (2024 contact: Priya Tandon). The communications team will go through

the above process. The post can be sent to Priya prior to or after it has been posted to Facebook.

iv. Recap photos & video

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

b. **Instagram**

i. Static posts

1. The City will mention the Rotary Club in post captions for event components specifically coordinated or sponsored by Rotary.
2. The City will include the Rotary logo on promotional photos for event components specifically coordinated or sponsored by Rotary.
3. Event components specifically coordinated/sponsored by Rotary include:
 - a. Beer Garden
 - b. Taste of Chanhassen
 - c. Classic Car Show
 - d. Parade
 - e. Historic Plane Flyover
4. Examples
 - a. Mentioned: It's back! The Rotary Club of Chanhassen's 4th of July Parade will roll through the downtown streets of Chanhassen Monday, July 4, starting at 2:30 PM. For details go to: ChanhassenMN.gov/july4th
 - b. Not mentioned: It's family night at the 4th of July Carnival! Tonight, July 2, all rides are \$2 from 3-8pm, \$3-\$5 from 8-10pm, head on over to City Center Park and enjoy the fun! For more information on the annual 4th of July Celebration and to access the full schedule of events, visit our webpage at ChanhassenMN.gov/july4th
5. If Rotary is not tagged in the above posts as described, let city event staff know to correct the issue (2024 contact: Priya Tandon)

ii. Recap photos & video

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

2. **4th of July Celebration event webpage (information hub)**

- c. The Rotary logo linked to the Rotary website will be listed at the bottom of the event page.
- d. The Rotary namesake will be included (and linked) next to sponsored and coordinated event components in the schedule of events.

3. **Advertising**

- e. The Rotary will be included in these promotional advertisements in the following way:
 - i. Logo included in printed newspaper ads
 - ii. Logo included in digital programmatic ads

- iii. Mailed event magazine (9,000+ households), in the following locations:
 - 1. Logo under each Rotary written article
 - 2. Namesake next to sponsored and coordinated event components on the event spread
 - 3. Logo printed under the “special thanks to our event partners” section
 - 4. Logo printed on the parade map graphic

4. Day-of branding and posters

- f. Rotary-sponsored event component posters
 - i. The Rotary will design, print, and display signage for coordinated event components. The signage is welcome to be branded in the Rotary style with the Rotary logo included.

City Council Item

May 13, 2024



Item	Approve Permit for Fireworks Display at Lake Minnewashta on July 3, 2024	
File No.		Item No: D.10
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Ana Fatturi, Fire Inspector/Admin Specialist	
Reviewed By		

SUGGESTED ACTION

The Chanhassen City Council approves the permit for RESPyro for a pyrotechnic display for the Lake Minnewashta 4th of July Celebration at Lake Minnewashta on July 3, 2024.

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

SUMMARY

BACKGROUND

The Lake Minnewashta 4th of July Celebration Planning Committee hosts an Annual Fireworks Display during the 4th of July celebration. The fireworks display is scheduled for July 3 and is held at Lake Minnewashta Regional Park. The ordinance and authorized launching personnel are provided by a licensed contractor. The Chanhassen Fire Department will inspect and supervise the launch from inside Lake Minnewashta Park. We will also deploy a UAV immediately after the display ends to aid in identifying and extinguishing any hot spots on city, county, and neighboring properties.

DISCUSSION

BUDGET

RECOMMENDATION

Staff recommends that the City Council approve the Fireworks Application for the 2024 event planned for July 3rd.

ATTACHMENTS

[PFW24-0006 Chanhassen Fireworks Permit](#)



City of Chanhassen

7700 Market Blvd. P.O. Box 147, Chanhassen, MN 55317

Phone: (952) 227-1180 Fax: (952) 227-1190

Email: bldgsupport@ci.chanhassen.mn.us

Fireworks Show Permit

PERMIT #: PFW24-0006

ISSUED:

EXPIRES:

LOCATION:	OWNER:	APPLICANT:
6900 HAZELTINE BLVD 250041300	CARVER COUNTY 602 4TH E ST CHASKA MN 55318-2102	RES PYRO 21595 286TH ST BELLE PLAINE MN 56011 Phone: (952) 873-3113

Legal Description:

Work Category: Fireworks Show

Work Description: KABOOM Fireworks Show on July 3, 2024

Stipulations: I understand and agree to comply with all provisions of this application, MN Statutes 624.20 through 624.25, MN State Fire Code Protection Association Standard J 123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Will require council approval before final permit

Will require fire inspection of shoot site, contact Fire Dept to set up inspection time once display is in place and ready.

Fee Description	Fee Category	Quantity	Item Total
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City of Chanhassen

Building Department Inspection Job Card

Inspection Request Number: (952) 227-1180

Call for inspections weekdays: 8:00 a.m. - 4:30 p.m.

24 HOUR NOTICE REQUIRED FOR ALL INSPECTIONS

Email: bldgsupport@ci.chanhassen.mn.us

PFW24-0006 6900 HAZELTINE BLVD

KABOOM Fireworks Show on July 3, 2024

REQUIRED INSPECTIONS:

NOTES:

IN ACCORDANCE WITH CITY ORDINANCE, NEW OR SUBSTANTIALLY REMODELED BUILDINGS SHALL NOT BE OCCUPIED UNTIL ALL
WORK HAS BEEN APPROVED, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE BUILDING DEPARTMENT

THIS CARD MUST BE POSTED AND VISIBLE AT ALL TIMES UNTIL WORK IS COMPLETE

City Council Item

May 13, 2024



Item	Approve Permit for Fireworks Display at Lake Ann Park on July 4, 2024	
File No.		Item No: D.11
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Ana Fatturi, Fire Inspector/Admin Specialist	
Reviewed By		

SUGGESTED ACTION

The Chanhassen City Council approves the permit for J&M Displays, Inc. for a pyrotechnic display for the City of Chanhassen's 4th of July Celebration at Lake Ann Park on July 4, 2024.

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

SUMMARY

BACKGROUND

The Chanhassen Parks and Recreation Department hosts an Annual Fireworks Display during the 4th of July celebration. The fireworks display is held at Lake Ann Park, and the ordinance and authorized launching personnel are provided by a licensed contractor. The Chanhassen Fire Department will inspect and supervise the launch from inside Lake Ann Park. This year, we will again deploy a UAV immediately after the display ends to aid in identifying and extinguishing any hot spots on city property, as well as the adjacent Eckankar property. Signed use agreements are in place for Eckankar.

DISCUSSION

BUDGET

RECOMMENDATION

Staff recommends that the City Council approve the Fireworks Application for the 2024 event planned for July 4th.

ATTACHMENTS

[PFW24-0005 Chanhassen Fireworks Lake Ann Permit](#)



City of Chanhassen

7700 Market Blvd. P.O. Box 147, Chanhassen, MN 55317

Phone: (952) 227-1180 Fax: (952) 227-1190

Email: bldgsupport@ci.chanhassen.mn.us

Fireworks Show Permit

PERMIT #: PFW24-0005

ISSUED:

EXPIRES:

LOCATION:	OWNER:	APPLICANT:
1456 W 78TH ST LAKE ANN PK 250110200	CITY OF CHANHASSEN PO BOX 147 CHANHASSEN MN 55317	J AND M DISPLAYS INC. 9405 RIVER ROAD SE Clear Lake MN 55319 Phone: (320) 300 4823

Legal Description:

Work Category: Fireworks Show

Work Description: July 4 display for City of Chanhassen

Stipulations: I understand and agree to comply with all provisions of this application, MN Statutes 624.20 through 624.25, MN State Fire Code Protection Association Standard J 123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Fee Description	Fee Category	Quantity	Item Total
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City of Chanhassen

Building Department Inspection Job Card

Inspection Request Number: (952) 227-1180

Call for inspections weekdays: 8:00 a.m. - 4:30 p.m.

24 HOUR NOTICE REQUIRED FOR ALL INSPECTIONS

Email: bldgsupport@ci.chanhassen.mn.us

PFW24-0005

1456 W 78TH ST LAKE ANN PK

July 4 display for City of Chanhassen

REQUIRED INSPECTIONS:

NOTES:

IN ACCORDANCE WITH CITY ORDINANCE, NEW OR SUBSTANTIALLY REMODELED BUILDINGS SHALL NOT BE OCCUPIED UNTIL ALL WORK HAS BEEN APPROVED, AND A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED BY THE BUILDING DEPARTMENT

THIS CARD MUST BE POSTED AND VISIBLE AT ALL TIMES UNTIL WORK IS COMPLETE

City Council Item

May 13, 2024



Item	Resolution 2024-XX: Authorize Vegetation Management Services Contract for 2024	
File No.	N/A	Item No: D.12
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Joe Seidl, Water Resources Engineer	
Reviewed By	Charlie Howley	

<u>SUGGESTED ACTION</u>	
"The Chanhassen City Council adopts a resolution authorizing a contract with Natural Shores Technologies, Inc. for performing Vegetation Management Services."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	Asset Management

SUMMARY

This contract is for annual vegetation and maintenance work associated with the city's stormwater BMPs and water resources. The project consists of multiple areas around the city and the scope includes a mix of vegetation maintenance and restoration. Establishing proper vegetation around stormwater BMPs and water resources is essential to the city's drainage system functionality. The city, via its MS4 permit, is obligated to maintain its stormwater management infrastructure. Staff is continuing to find older BMPs in need of maintenance as databases are updated. The contract is designed to allow flexibility to maintain additional areas as they are identified. Staff received bids from three (3) qualified companies and selected the lowest bidder, Natural Shore Technologies Inc., who has successfully completed similar work for the city in the past.

BACKGROUND

N/A

DISCUSSION

N/A

BUDGET

This project is an operating expense funded by the Surface Water Management Fund. The city received a total of three (3) bids, ranging from \$19,975 to \$28,850. A copy of the bid comparison spreadsheet is attached.

RECOMMENDATION

Staff recommends award of the contract to the low bidder, Natural Shore Technologies, Inc.

ATTACHMENTS

[Resolution #22-XX Contract for Vegetation Management Services 2024](#)

[FORM OF AGREEMENT - NON-BID CONTRACT FOR GOODS AND SERVICES VEGETATION MANAGEMENT 2024](#)

[2024 BMP Vegetation Maintenance Bid Comparison](#)

[2024 Chanhassen Maintenance Sites NST RFQ](#)

[2024 RFQ Scope](#)

NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 30th day of April 2024, by and between the **CITY OF CHANHASSEN**, a Minnesota municipal corporation ("City") and **Natural Shore Technologies Inc.** a Minnesota Corporation ("Contractor").

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

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

- A. This Agreement.
- B. Request for Proposal, dated 3th day of April 2024.
- C. Contractor's Quote dated 16st day of April 2024.

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

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

3. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

4. COMPENSATION. Contractor shall be paid by the City for the goods and services described in Paragraph 2 in accordance with the Quote, but not to exceed \$19,975.00 which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of

@BCL@E40A245D.docx

hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

5. COMPLETION DATE. The Contractor shall complete the Work on or before October 1st, 2024.

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

7. RIGHTS AND REMEDIES.

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

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

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

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

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

11. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of goods and services to be provided.

12. STANDARD OF CARE. Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances. No other warranty, expressed or implied, is

included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

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

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

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

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

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated:_____, 20__

CITY OF CHANHASSEN

By:_____
Laurie Hokkanen, City Manager

By:_____
Elise Ryan, Mayor

Dated:_____, 20__

By:_____

Print Name:_____

Its:_____

2024 Chanhassen Vegetation Management Quotes

Bidder	Hourly Rate	Total Cost
Landbridge Ecological	\$98.60	\$25,485.00
Natural Shore	\$70.00	\$19,975.00
Prairie Restoration	\$150.00	\$28,850.00



Dear Ryan,

April 16th, 2024

Thank you for the opportunity to continue working on the City of Chanhassen native planting sites. Please find below a detailed estimate of our maintenance estimates for each site. All estimates are a not to exceed amount.

2024 Chanhassen Maintenance Quote

1. Bandimere Park Pond and Rain Gardens- **\$1,900**
(8800sq.ft, 3500sq.ft, 5000sq.ft)
 - a. Spring mow or weed whip to 6" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
 - d. Prevent turf grass from entering rain gardens
 - e. Volunteer woody treatment and removal
2. Filtration Basin Hwy 5 (3500sq.ft) - **\$550**
 - a. Spring mow or weed whip to 6" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
3. Lake Susan Butterfly Garden (L. Susan North Shoreline)- **\$1,650**
(4500sq.ft & 40,000 sq. ft.)
 - a. Spring mow or weed whip to 6" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
4. Lake Ann Rain Gardens (4) - **\$1,850**
(2900sq.ft, 1600sq.ft, 2200sq.ft, 4200sq.ft)
 - a. Spring mow or weed whip to 6" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
 - d. Prevent turf grass from entering rain gardens
5. Lotus Lake Beach (5,700 sq. ft.)- **1,850**
 - a. Spring mow or weed whip to 6" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
6. Lotus pond (3500sq. ft.)- **\$2,000**
 - a. Spring mow or weed whip to 6" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
 - d. Clear/monitor outlet
7. Minnewashta Manor Biofiltration System (4800sq.ft)- **\$1,000**

USING ECOLOGY TO RESTORE LAND AND WATER

- a. Spring mow or weed whip to 6" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
 - d. Prevent turf grass from entering rain gardens
 - e. Volunteer woody treatment and removal
8. Minnewashta Heights Park Rain Garden (7500sq.ft)- **\$400**
 - a. herbicide applications (late spring and fall)
 - b. 3 site weeding visits (hand weed/ weed-whip)
 - c. Prevent turf grass from entering rain gardens
9. Roundhouse Park Rain Gardens (3)- **\$1,000**
(2100sq.ft, 1600sq.ft, 1700sq.ft)
 - a. Spring mow or weed whip to 4" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
 - d. Prevent turf grass from entering rain gardens
10. Kerber Park Rain Gardens & Pond Buffer- **\$1,850**
(15,000sq.ft & 20,000 sq. ft)
 - a. Spring mow or weed whip to 4" height
 - b. 2 herbicide applications (late spring and fall)
 - c. 3 site weeding visits (hand weed/ weed-whip)
 - d. Volunteer woody treatment and removal
11. Orchard Lane Raingarden (2100 sq. ft.) - **\$450**
 - a. Herbicide applications (late spring and fall)
 - b. 3 site weeding visits
 - c. Remove turfgrass from within raingarden
 - d. Establish approximately 1,000 sq. ft. of turf grass along raingarden
12. Sandpiper Trail Filtration Swale (2000 sq. ft.)- **\$450**
 - a. Herbicide applications (late spring and fall)
 - b. 3 site weeding visits
 - c. Volunteer woody treatment and removal
13. Washta Bay raingarden (2000 sq. ft.)- **\$400**
 - a. Herbicide applications (late spring and fall)
 - b. 3 site weeding visits
 - c. Volunteer woody treatment and removal
14. Timberwood Estates Filtration basin (2800 sq. ft.)- **\$500**
 - a. Volunteer woody treatment and removal
 - b. Herbicide applications (late spring and fall)
 - c. Removal of any growth around rip rap aprons.



15. Lotus Lake Boat Launch Rain Garden- **\$400**
 - a. no maintenance until after June 1st
 - b. Verify establishment of vegetation in basin area
 - c. 2 site weeding visits
 - c. Volunteer woody treatment and removals
16. Additional spot treatment as directed by City Staff - **\$3,500**
 - a. Herbicide application as needed
 - b. Volunteer woody treatment and removal
 - c. Work to be completed as directed by City staff at other sites located in the City of Chanhassen
 - d. Assume 50 hours for the quote set up as an allowance
17. End of the season site assessment report for all sites- **\$225**
 - a. A summary report of the sites maintained the work completed at each site
 - b. Include recommendations for future maintenance of the site for the 2025 season

2024 Stormwater BMP Maintenance Total: Not to Exceed \$19,975

Please call or email me with any question regarding this quote.

Thank You,

Tracy Lawler
Maintenance Coordinator
612-220-4178
tracy@naturalshore.com

Rob Langer
Natural Shore Technologies, Inc.
612-703-7581
Rob.l@naturalshore.com



CITY OF CHANHASSEN

Chanhassen is a Community for Life - Providing for Today and Planning for Tomorrow

2024 Stormwater BMP Maintenance

General Notes:

- Herbicides used must be registered with the Minnesota Department of Agriculture.
- Herbicides must be applied by a licensed Commercial Pesticide Applicator.
- Additional work must be approved by City Water Resources Engineer prior to start of work.

1. Bandimere Park Pond and Raingardens (8800sq.ft, 3500sq.ft, 5000sq.ft)

- Spring mow or weed whip to 6" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (handweed/ weed whip)
- Remove turfgrass from within raingarden
- Volunteer woody treatment and removal

2. Filtration Basin Hwy 5 (3500sq.ft)

- spring mow or weed whip to 6" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (hand weed/ weed whip)

3. Lake Susan Butterfly Garden (L. Susan North Shoreline) (4500sq.ft & 40,000 sq.ft)

- Spring mow or weed whip to 6" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (hand weed/ weed whip)

4. Lake Ann Rain Gardens (4) (2900sq.ft, 1600sq.ft, 2200sq.ft, 4200sq.ft)

- Spring mow or weed whip to 6" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (hand weed/ weed whip)
- Remove turfgrass from within raingarden

5. Lotus Lake Beach (5700sq.ft)

- Spring mow or weed whip to 6" height
- 2 herbicide applications (late Spring and fall)
- 3 site weeding visits (hand weed/ weed whip)

6. Lotus Pond (3500sq.ft)

- Spring mow or weed whip to 6" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (hand weed/ weed whip)
- Clear/monitor outlet

7. Minnewashta Manor Biofiltration system (4800sq.ft)

- Spring mow or weed whip to 6" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (handweed/ weed whip)
- Remove turfgrass from within raingarden
- Volunteer woody treatment and removal

8. Minnewashta Heights Park Raingarden (7500sq.ft)

- Spring mow or weed whip to 4" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (hand weed/ weed whip)
- Remove turfgrass from within raingarden

9. Roundhouse Park Raingardens (3) (2100sq.ft, 1600sq.ft, 1700sq.ft)

- Spring mow or weed whip to 4" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (hand weed/ weed whip)
- Remove turfgrass from within raingardens

10. Kerber Park Raingardens & Pond Buffer (15,000sq.ft & 20,000sq.ft)

- Spring mow or weed whip to 4" height
- 2 herbicide applications (late spring and fall)
- 3 site weeding visits (hand weed/ weed whip)
- Volunteer woody treatment and removal

11. Orchard Lane Raingarden (2100sq.ft)

- Herbicide applications (late spring and fall)
- 3 site weeding visits
- Remove turfgrass from within raingarden
- Volunteer woody treatment and removal

12. Sandpiper Trail Filtration Swale

- Herbicide applications (late spring and fall)
- 3 site weeding visits
- Volunteer woody treatment and removal

13. Washta Bay raingarden

- Herbicide applications (late spring and fall)
- 3 site weeding visits
- Volunteer woody treatment and removal

14. Timberwood Estates Filtration basin

- Volunteer woody treatment and removal
- Herbicide applications (late spring and fall)
- Removal of any growth around rip rap aprons

15. Lotus Lake Boat Launch Raingarden

- Seeding to occur as part of City project no maintenance until after June 1st
- Verify establishment of vegetation in basin area
- 2 site weeding visits
- Volunteer woody treatment and removal

16. Additional spot treatment as directed by City Staff

- Herbicide application as needed
- Volunteer woody treatment and removal
- Work to be completed as directed by City staff at other sites located in the City of Chanhassen
- Assume 50 hours for the quote set up as an allowance

17. End of year report

- A summary report of the sites maintained the work completed at each site
- Include recommendations for future maintenance of the site for the 2025 season

City Council Item

May 13, 2024



Item	Resolution 2024-XX: Approve Application of the Chanhassen Booster Club to Conduct Off-Premise Lawful Gambling at Chanhassen Brewing Company located at 951 West 78th Street	
File No.		Item No: D.13
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u> "The Chanhassen City Council adopts a resolution approving an application from the Chanhassen Booster Club to Conduct Off-Premise Lawful Gambling at Chanhassen Brewing Company located at 951 West 78th Street."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

SUMMARY

The Chanhassen Booster Club has submitted a request for City Council approval to apply for a permit to conduct lawful gambling at Chanhassen Brewing Company located at 951 West 78th Street.

BACKGROUND

The Chanhassen Booster Club is applying to the Minnesota Gambling Control Board (MGCB) for a license to conduct lawful gambling. An MGCB application requirement states the Chanhassen Booster Club must attach a Gambling Premises Permit LG214 (LG214) application showing that they have secured a location to conduct lawful gambling. The City Council must first approve the LG214 and provide a resolution to submit with the application.

DISCUSSION

The Chanhassen Booster Club has submitted an LG214 application and a copy of the Lease for Lawful Gambling Activity LG215 document showing they have received approval from Chanhassen Brewing Company to conduct lawful gambling on the premises. Gambling to be conducted includes paper pull tabs with a dispensing device, electronic pull tabs, bar bingo, and tipboards. NOTE: Electronic games may only be conducted at a premise licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages. Chanhassen Brewing Company, LLC holds an on-sale brewer taproom liquor license issued by the city.

Per [Chanhassen City Code Article 10-V Gambling](#), specifically [Section 10-153\(b\)](#), each organization licensed to conduct gambling in the city shall complete the city's investigation form and submit any additional information required by the city. The Chanhassen Booster Club applied for a similar permit for Hackamore Brewery in January. In January, Law Enforcement conducted a background investigation, including criminal history, driving records, and outstanding warrants on the following officers of the Chanhassen Booster Club, a Minnesota non-profit corporation:

- Terre Kemble - President
- David Buss - Vice President
- Carol Fischenich - Treasurer
- Susan Schmidt- Secretary
- Jason Schmidt - Gambling Manager

Lt. Lance Pearce reviewed the background investigation reports and had no negative comments on any of the officers.

BUDGET

N/A

RECOMMENDATION

Staff recommends that the Chanhassen City Council adopts a resolution approving an application from the Chanhassen Booster Club to Conduct Off-Premise Lawful Gambling at Chanhassen Brewing Company located at 951 West 78th Street."

ATTACHMENTS

[Resolution](#)

[Application for Lawful Gambling Premises Permit](#)

[LG215 Lease for Lawful Gambling Activity](#)

[LG214 Premises Permit Application](#)

[Non-Profit Corporation Business Record Details](#)

[Restaurant Floor Plan Gambling Activity Location](#)

**CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA**

DATE: May 13, 2024 **RESOLUTION NO:** 2024-XX

MOTION BY: _____ **SECONDED BY:** _____

**RESOLUTION APPROVING A PREMISES PERMIT APPLICATION FROM THE
CHANHASSEN BOOSTER CLUB TO ALLOW LAWFUL GAMBLING AT CHANHASSEN
BREWING COMPANY**

WHEREAS, The Chanhassen Booster Club, a Minnesota non-profit corporation located at 2200 Lyman Boulevard, Chanhassen, MN 55317, is applying for a lawful gambling license from the Minnesota Gambling Control Board; and

WHEREAS, the Minnesota Gambling Control Board requires an approved lawful gambling premises permit to be attached to the lawful gambling license application; and

WHEREAS, The Chanhassen Booster Club is applying for a premises permit to conduct lawful gambling at Chanhassen Brewing Company located at 951 West 78th Street, Chanhassen, MN 55317; and

WHEREAS, The Chanhassen Booster Club has entered into a lease with Chanhassen Brewing Company to conduct lawful gambling on the premises; and

WHEREAS, the Minnesota Gambling Control Board requires a City Council resolution approving the premises permit application.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chanhassen, Minnesota, approves the application from The Chanhassen Booster Club for a premises permit to allow lawful gambling at Chanhassen Brewing Company located at 951 West 78th Street, Chanhassen, MN 55317; and that the City Clerk is hereby instructed to provide a copy of this Resolution to be included with the permit application to the Department of Gaming, Gambling Control Division, State of Minnesota.

PASSED AND ADOPTED by the Chanhassen City Council this 13th day of May 2024.

ATTEST:

Jenny Potter, City Clerk

Elise Ryan, Mayor

YES

NO

ABSENT

Submission #	2903581
IP Address	137.83.245.122
Submission Recorded On	12/29/2023 12:49 PM
Time to Take Survey	16 minutes, 52 seconds

Page 4

Guidance relating to Lawful Gambling is contained in the Chanhassen City Code, Chapter 10, Article V. All license and permit holders are required to be familiar with the provisions of this Chapter and with applicable Minnesota Statutes and federal regulations.

NOTE: This application must be submitted at least thirty (30) days prior to the City Council approval date. City Council meetings are held on the second and fourth Monday of every month.

APPLICANT INFORMATION

*** Full Name (individual who executes and signs this application)**

Jason Schmidt

*** Applicant Phone Number**

(952) 449-1208

*** Applicant Email**

schmidtcaa@gmail.com

ORGANIZATION INFORMATION

*** Name of Organization (as filed with the State of Minnesota)**

Chanhassen Booster Club

*** Organization Address**

2200 Lyman Blvd
Chanhassen MN 55317

*** Please provide the name and title of each officer of the organization ?**

Terre Kemble - President David Buss - Vice President Carol Fischenich - Treasurer Susan Schmidt - Secretary

*** Gambling Manager Name**

Jason Schmidt

*** Gambling Manager Phone Number**

(952) 449-1208

*** Gambling Manager Email**

schmidtcaa@gmail.com

*** Gambling License Number**

1.00

*** Minnesota Tax ID Number**

271232988.00

*** Federal Tax ID Number**

31522.00

Does this organization currently conduct gambling in Chanhassen?

No

Has the organization's officer, director, manager, or other person in a supervisory or management position:

*** Been convicted of a felony within the last five (5) years?**

No

*** Ever been convicted of a crime involving gambling?**

No

*** Ever been convicted of assault, criminal violation involving the use of aa firearm, or making terroristic threats?**

No

*** Owe delinquent local, state, or federal taxes or is delinquent on any other city bill?**

No

*** Has the gambling organization been in violation of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years?**

No

*** Check all gambling activities that will be conducted on the premises**

Bar Bingo
Electronic Pull-Tabs
Pull-Tabs (paper) with dispensing device
Tipboards

PROPOSED GAMBLING PREMISE INFORMATION (if not owned by the Organization)**Business Name**

*Chanhassen Brewing Company

Business Street Address

951 West 78th Street

Property Owner Name

*Matt Rosati

*

***Property Owner Address**

951 West 78th Street

Chanhassen MN 55317

Property Owner Contact Name

Matt Rosati

*

***Property Owner Phone Number**
(952) 474-7482

***Property Owner Email**

mrosati@chanhassenbrewing.com

*

Has the on-sale establishment or organization leasing its premises where gambling will occur been in violation of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to alcoholic beverages?

No

*

Has the premise where gambling will occur been in violation of any land use or zoning ordinance, or owe delinquent local, state, or federal taxes, or is delinquent on any other bill?

No

SIGNATURE

The data in this application will be used to approve your request and shall be deemed public unless private by State Statute. Private data is available to you and the city or state staff who need this information to perform their duties but is not available to the public. You are not legally required to provide this data, but the city may not be able to approve your request if you do not provide it.

By entering their full name in the Signature box below, the Applicant, on behalf of the Organization, agrees to the following statements:

- I will familiarize myself with the provisions of the Chanhassen City Code, and with applicable Minnesota Statutes and federal regulations. This activity will be conducted in compliance with the above regulations, statutes and ordinances, and it is understood that failure to do so may constitute grounds for denial, suspension or revocation of this request.
- I declare that the information I have provided on this application is truthful and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Chanhassen to investigate and make whatever inquiries necessary to verify the information provided.
- I understand that copies of this organization's Minnesota Gambling Tax Return must be filed with the City of Chanhassen Finance Director each month, along with a check for 10% of the organization's net profits derived from lawful gambling.
- I understand that this organization must expend at least 50 percent of its net profits derived from lawful gambling on lawful purposes conducted or located within the City or any municipality contiguous to the City. The 10% contribution required above shall be considered as part of the 50 percent expenditure.

*** Enter Applicant's Full Name**

Jason Schmidt

APPLICATION CHECKLIST

To prevent delay, please ensure the following information is submitted. Incomplete applications will not be accepted.

Completed Criminal History Background Investigation Form for all organization officers and gambling manager

Completed and signed LG214 Premises Permit Application, including attachments

Completed and signed LG215 Lease for Lawful Gambling Activity, including attachments (if premises is leased)

Floor plan or scale drawing of the premise, showing where gambling activity will be conducted

The following documents will assist you in completing this application:

- [Ordinance 716 Concerning Lawful Gambling adopted 10/09/2023](#)
- [Criminal History Background Investigation Form](#)
- [LG214 Premises Permit Application](#)
- [LG215 Lease for Lawful Gambling Activity](#)

Please direct questions to the Chanhassen City Clerk by calling 952-227-1107 or emailing clerk@chanhassenmn.gov.

Additional information can be found on the [Minnesota Gambling Control Board's website](#).

*** Upload completed LG214 Premises Permit Application with all attachments**

LG214 Signed.pdf

Upload completed LG215 Lease for Lawful Gambling Activity with all attachments (if leasing the premises)

LG215 Signed.pdf

Upload Lease Agreement (if leasing the premises)

****SKIPPED****

*** Upload signed and notarized Background Investigation Form(s) ?**

Terre Kemble.pdf

*** Upload floor plan or scale drawing of the premises showing the gambling location within the premise**

Floor plan.pdf

Additional Information (if any)

****SKIPPED****

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION			
Organization: Chanhassen Booster Club	License/Site Number: 27-1232988	Daytime Phone:	
Address: 2200 Lyman Blvd	City: Chanhassen	State: Zip: MN 55317	
Name of Leased Premises: Chanhassen Brewing Company	Street Address: 951 W 78th St		
City: Chanhassen	State: Zip: MN 55317	Daytime Phone: 952-474-7482	
Name of Legal Owner: Matt Rosati	Business/Street Address: 951 W 78th St		
City: Chanhassen	State: Zip: cMN 55317	Daytime Phone:	
Name of Lessor (if same as legal owner, write "SAME"): Same		Address:	
City:		State: Zip: Daytime Phone:	
Check applicable item: ☒ New or amended lease. Effective date: <u>5/1/2024</u> . Submit changes at least ten days before the effective date of the change. ☐ New owner. Effective date: _____. Submit new lease within ten days after new lessor assumes ownership.			
CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)			
☒ Pull-Tabs (paper) ☐ Pull-Tabs (paper) with dispensing device ☒ Bar Bingo ☒ Bingo ☐ Tipboards ☐ Paddlewheel ☐ Paddlewheel with table ☒ Electronic Pull-Tabs ☒ Electronic Linked Bingo Electronic games may only be conducted: 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.			
PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)			
BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.			
ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed 10% of gross profits for that month. • Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750 . • The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.			
BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.			
ELECTRONIC GAMES: Monthly rent to be paid: <u>15</u> %, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games. ALL OTHER GAMES: Monthly rent to be paid: <u>10</u> %, not to exceed 20% of gross profits from all other forms of lawful gambling. • If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.			
BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)			
Bingo rent is limited to one of the following: • Rent to be paid: <u>0</u> %, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo. - OR - • Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor. ⇒ Rent may not be paid for bar bingo. ⇒ Bar bingo does not include bingo games linked to other permitted premises.			
LEASE TERMINATION CLAUSE (must be completed)			
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:			

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:

Date:

4-23-24

Signature of Organization Official (Lessee):

Date:

4/23/24

Print Name and Title of Lessor:

Matthew Rosat

Print Name and Title of Lessee:

Tierre Kemble President

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**

Organization Name: Chanhassen Booster Club License Number: 27-1232988

Chief Executive Officer (CEO) Terre Kemble Daytime Phone: 612-578-1424

Gambling Manager: Jason Schmidt Daytime Phone: 952-449-1208

GAMBLING PREMISES INFORMATIONCurrent name of site where gambling will be conducted: Chanhassen Brewing Company

List any previous names for this location:

Street address where premises is located: 951 W 78th St
(Do not use a P.O. box number or mailing address.)

City:	OR	Township:	County:	Zip Code:
Chanhassen			Carver	55317

Does your organization own the building where the gambling will be conducted?

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☒

Yes

☐

No

☐

Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☐

Yes

☒

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTABank Name: Americana Community Bank Bank Account Number: 3021631Bank Street Address: 600 Market St Suite 100 City: Chanhassen State: MN Zip Code: 55317**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>2200 Lyman Blvd</u>	<u>Chanhassen</u>	<u>MN</u>	<u>55317</u>
<u>2110 West 98th Street</u>	<u>Bloomington</u>	<u>MN</u>	<u>55431</u>
		<u>MN</u>	

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>Chanhassen</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

Signature of Chief Executive Officer (designee may not sign)
Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

Business Record Details »

Minnesota Business Name

Chanhassen Booster Club

Business Type

Nonprofit Corporation (Domestic)

MN Statute

317A

File Number

3510731-2

Home Jurisdiction

Minnesota

Filing Date

10/01/2009

Status

Active / In Good Standing

Renewal Due Date

12/31/2024

Registered Office Address

2200 Lyman Blvd
Chanhassen, MN 55317
USA

Registered Agent(s)

Terre Kemble

President

Terre Kemble
2200 Lyman Blvd
Chanhassen, MN 55317
USA

Filing History

Filing History

Select the item(s) you would like to order:

Order Selected Copies

☐	Filing Date	Filing	Effective Date
☐	10/01/2009	Original Filing - Nonprofit Corporation (Domestic) (Business Name: Chanhassen Booster Club)	

Pullers

BAR

Chair Broom

Unpainted

City Council Item

May 13, 2024



Item	Adopt Ordinance XXX Amending Regulations of Short Term Rentals	
File No.		Item No: D.14
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Eric Maass, Community Development Director	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u>	
Motion to adopt ordinance as presented and approve the summary ordinance for publication.	
Motion Type	Simple Majority Vote of members present
Strategic Priority	Operational Excellence

SUMMARY

When the Short-Term Rental ordinance was adopted in 2022, the City Council requested that the program was reviewed in one year to make any edits based on the program's success. Staff gave a presentation on February 12 providing an overview of the program and the City Council held a public listening session for residents to comment. The City Council utilized their work session format to gain information from city staff in order to better understand the nuances of the short term rental program and ordinance. Based on discussion and feedback provided by the City Council, staff has drafted a proposed ordinance amendment which was reviewed by the Planning Commission. The Planning Commission held a public hearing on April 16th, 2024.

BACKGROUND

The regulation and licensing of short term rentals is proposed to move from chapter 20 to chapter 10. As a result the ordinance appears that the language is all revised however the only pieces of language amended are the ones shown in the "ordinance language revisions - tracked changes" attachment. This section of city code is proposed to move out of chapter 20 and into chapter 10 as chapter 10 is the

location for various city license regulations and the regulation mechanism for short term rentals is a license.

DISCUSSION

On April 16th, 2024, the Planning Commission discussed the various revisions proposed to be made to the ordinance highlighting that the primary changes being made were based on procedural administration of the ordinance. The Planning Commission recommended that additional language be added to the ordinance regarding a process for resident complaints which staff review and are determined to not constitute an ordinance violation to be appealed for review by the City Council.

Presently the program is administered by the planning department and any resident appeals to the planning departments decision go to the City Manager for review. Further inquiries related to the City Manager's decision of whether or not an ordinance violation occurred would fall to the City Council. Since the system in place currently aligns with the desires of the Planning Commission and adding the appeal to the ordinance would require formal applications and potential application fees, staff has not included that language in the draft ordinance for City Council consideration at this time.

BUDGET

RECOMMENDATION

Staff recommends adoption of the proposed ordinance amending short term rentals.

ATTACHMENTS

[Ordinance language revisions - tracked changes](#)

[Ordinance XXX: Amending Ordinance Regulations for Short Term Rentals](#)

[Summary Ordinance - Short Term Rental Ordinance Amendment](#)

[Feb 26th City Council Work Session Presentation](#)

Tracked Changes – Proposed Ordinance Amendment to Short Term Rental Regulations

Section 2. Article 10-XI of the City Code, City of Chanhassen, Minnesota, is hereby amended to read as follows:

- (a) License Required. No property shall be used as a short-term rental without a license issued by the City. Licenses shall expire on February 1 of each year. ~~The license once issued shall be valid for a period of one year from the date of issuance and~~ Licenses must be renewed annually. ~~Applications for the renewal of an existing license shall be made at least 45 days prior to the date of the expiration of the license, and shall state that everything in the prior applications remains true and correct except as otherwise indicated. The procedure for receiving a license shall be as follows:~~

- (1) ~~Application for a license shall be made to the city upon a form furnished by the City. A nonrefundable fee in the amount imposed in accordance with the fee schedule established by the city council. established by the ordinance adopting fees shall be paid to the City when the application is filed.~~ If a license application is made during the license year, the license shall be issued for the remainder of the year and the license fee shall be pro-rated, with any unexpired fraction of a month being counted as one month.

- (2) In order to be issued a license the applicant must:

- a. Provide the name and contact information, including a 24-hour telephone number, for the party responsible for managing the property.
- b. State the maximum occupancy of the short-term rental.
 1. The maximum occupancy shall be two adults per bedroom plus an additional two adults.
 2. Accompanying children shall not count towards the occupancy limit.
 3. A property owner may request a higher occupancy limit in writing at the time of application. The City may approve or deny a higher occupancy limit after considering factors such as home size, number of beds, ~~and~~ distance from neighboring properties, ~~and previous violation status.~~ Increased occupancy limits may be revoked if the City determines that a violation of this section has occurred related to the increased occupancy limit authorized.
- c. State the maximum number of vehicles that may be parked overnight on the property. The maximum number of vehicles that may be parked overnight on the property shall be ~~two~~ four vehicles. ~~plus one for each available garage stall. Vehicles parked in garages shall not be counted towards the total number of allowable vehicles.~~

1. A property owner may request a higher overnight parking limit in writing at the time of application. The City may approve or deny a higher parking limit after considering factors such as the presence of off-street parking pads, driveway length and width, ~~and~~ availability of street parking, ~~and previous violation status.~~ Increased parking limits may be revoked if the City determines that a violation of this section has occurred related to the increased overnight parking limit authorized.
- d. Agree that the City has permission to access exterior areas of the property when responding to a reported violation of the standards in this section in order to ascertain if a violation has occurred.
- e. Not have any unresolved Code Enforcement or Property Maintenance cases.
- f. Not have had a short-term rental license revoked by the City of Chanhassen within the prior 365 days from the date of the short term rental license application. ~~last seven years.~~
- ~~2. If the owner of a short-term rental fails to apply for a license within thirty days of being notified of the need for a license by the City, they shall be ineligible for a license for a period of one year from the date of the notice.~~

(b) Standards. The following standards apply to all short-term rentals:

- (1) Listings advertising the property's availability for rent must state the license number, maximum occupancy permitted by the license, and the maximum number of vehicles that may be parked overnight on the property
- (2) An appropriate number of waste containers must be present to accommodate the amount of trash generated by the short-term rental. Waste may not be stored outside of approved containers. All waste containers must be stored outside of public view, except on day of collection.
- (3) Between 10:00 p.m. and 7:00 a.m. no more than the maximum number of overnight guests stipulated in the license may be present on the property.
- (4) Between 10:00 p.m. and 7:00 a.m. parking is limited to the maximum number of vehicles stipulated in the license.
- (5) At no time may vehicles be parked on grass or so as to completely obstruct access to neighboring residences such that ingress or egress is not possible, or obstruct the public right-of way, or emergency vehicle access.

- (6) The Good Neighbor Brochure provided by the city must be posted on the inside of the front door and the primary door to the backyard, or in a conspicuous location near each such door.
- (7) Property must have working smoke and carbon monoxide detectors in each bedroom or sleeping area and the owner must provide any transient renting the property with information regarding emergency egress.
- (8) Property must be in compliance with all state and local laws and regulations.

(c) Violations

- (1) Unlawful Acts: It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Section or other provisions of this code.
- (2) Complaints shall be submitted to the city in a timely manner for review by city staff who will assess whether or not the activity which generated the complaint constituted a violation of city code.
- (3) Notice of Violation: The code official shall serve a notice of violation on the licensee.
- (4) Prosecution Of Violation: If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the termination of the unlawful occupancy of the structure in violation of the provisions of this chapter or of the order or direction made pursuant thereto.
- (5) Violation Penalties: Any person who shall violate a provision of this section, or fail to comply therewith, or with any of the requirements thereof is guilty of a misdemeanor. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Licenses may be revoked or suspended for violations of this section.
- (6) Abatement of Violation: The imposition of the penalties herein prescribed shall not preclude the city attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building in violation of this section, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.
- (7) Fees and Charges: The property owner of record shall be responsible for any city costs in enforcing the provisions of this chapter including inspection fees, or other fees, charges or penalties that are imposed as permitted by law.

(d) Suspension and Revocation

- (1) In the event of any potential health or safety violations, the City Manager may suspend the license until the violation is corrected.
 - (2) If a property with a short-term rental receives three notices of violation within a 365-day period, its short-term rental license shall be revoked. The license may be revoked after a single violation if the violation is not immediately corrected pursuant to a notice of violation.
- (e) Appeal. The licensee may appeal the occupancy limit, parking limit, denial, suspension, or revocation to the city council. The licensee must file with the city clerk a notice of appeal within ten days of an issuance, denial, suspension, or revocation. The council shall consider the appeal at a regularly or specially scheduled council meeting on or after 15 days from service of the notice of appeal upon the city clerk by the licensee. Hearing on the appeal shall be open to the public and the licensee shall have the right to appear and be represented by legal counsel and to offer evidence in behalf of licensure. At the conclusion of the hearing, or as soon thereafter as practicable, the council may order:
- (1) The denial, suspension, or revocation of the license.
 - (2) The denial, suspension, or revocation by the city manager be lifted and the license be returned to the licensee.
 - (3) Additional terms, conditions and stipulations to be imposed on the licensee to mitigate problems.
 - (4) A higher occupancy or parking limit than approved by the City.

**CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA**

ORDINANCE NO. XXX

**AN ORDINANCE AMENDING CHAPTER 20 AND CHAPTER 10
CHANHASSEN CITY CODE**

THE CITY COUNCIL OF THE CITY OF CHANHASSEN, MINNESOTA ORDAINS:

Section 1. Section 20-961 of the City Code, City of Chanhassen, Minnesota, is hereby amended to read as follows:

Sec 20-961 ~~Short-Term Rentals Reserved~~

~~(a) License Required. No property shall be used as a short-term rental without a license issued by the City. The license once issued shall be valid for a period of one year from the date of issuance and must be renewed annually. The procedure for receiving a license shall be as follows:~~

~~1) Application for a license shall be made to the city upon a form furnished by the City. A nonrefundable fee in the amount established by the ordinance adopting fees shall be paid to the City when the application is filed.~~

~~2) In order to be issued a license the applicant must:~~

~~a. Provide the name and contact information, including a 24-hour telephone number, for the party responsible for managing the property.~~

~~b. State the maximum occupancy of the short-term rental.~~

~~1. The maximum occupancy shall be two adults per bedroom plus an additional two adults.~~

~~2. Accompanying children shall not count towards the occupancy limit.~~

~~3. A property owner may request a higher occupancy limit in writing at the time of application. The City may approve or deny a higher occupancy limit after considering factors such as home size, number of beds, and distance from neighboring properties.~~

~~c. State the maximum number of vehicles that may be parked overnight on the property. The maximum number of vehicles that may be parked overnight on the property shall be two vehicles plus one for each available garage stall.~~

~~1. A property owner may request a higher overnight parking limit in writing at the time of application. The City may approve or deny a higher parking limit after considering factors such as the presence of off-street parking pads, driveway length and width, and availability of street parking.~~

- ~~d. Agree that the City has permission to access exterior areas of the property when responding to a reported violation of the standards in this section in order to ascertain if a violation has occurred.~~
- ~~e. Not have any unresolved Code Enforcement or Property Maintenance cases.~~
- ~~f. Not have had a short-term rental license revoked by the City of Chanhassen within the last seven years.~~
- ~~g. If the owner of a short-term rental fails to apply for a license within thirty days of being notified of the need for a license by the City, they shall be ineligible for a license for a period of one year from the date of the notice.~~

~~(b) Standards. The following standards apply to all short-term rentals:~~

- ~~1) Listings advertising the property's availability for rent must state the license number, maximum occupancy permitted by the license, and the maximum number of vehicles that may be parked overnight on the property~~
- ~~2) An appropriate number of waste containers must be present to accommodate the amount of trash generated by the short-term rental. Waste may not be stored outside of approved containers. All waste containers must be stored outside of public view, except on day of collection.~~
- ~~3) Between 10:00 p.m. and 7:00 a.m. no more than the maximum number of overnight guests stipulated in the license may be present on the property.~~
- ~~4) Between 10:00 p.m. and 7:00 a.m. parking is limited to the maximum number of vehicles stipulated in the license. At no time may vehicles be parked on grass or so as to obstruct access to neighboring residences, the public right-of-way, or emergency vehicle access.~~
- ~~5) The Good Neighbor Brochure provided by the City must be posted on the inside of the front door and the primary door to the backyard, or in a conspicuous location near each such door.~~
- ~~6) Property must have working smoke and carbon monoxide detectors in each bedroom or sleeping area and the owner must provide any transient renting the property with information regarding emergency egress.~~
- ~~7) Property must be in compliance with all state and local laws and regulations~~

~~(c) Violations~~

- ~~1) Unlawful Acts: It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Section or other provisions of this code.~~
- ~~2) Notice of Violation: The code official shall serve a notice of violation on the licensee.~~
- ~~3) Prosecution Of Violation: If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the termination of the unlawful occupancy of the structure in violation of the provisions of this chapter or of the order or direction made pursuant thereto.~~
- ~~4) Violation Penalties: Any person who shall violate a provision of this section, or fail to comply therewith, or with any of the requirements thereof is guilty of a misdemeanor. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Licenses may be revoked or suspended for violations of this section.~~

- ~~5) Abatement of Violation: The imposition of the penalties herein prescribed shall not preclude the city attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building in violation of this section, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.~~
- ~~6) Fees and Charges: The property owner of record shall be responsible for any city costs in enforcing the provisions of this chapter including inspection fees, or other fees, charges or penalties that are imposed as permitted by law.~~
- ~~(d) Suspension and Revocation~~
 - ~~1) In the event of any potential health or safety violations, the City Manager may suspend the license until the violation is corrected.~~
 - ~~2) If a property with a short term rental receives three notices of violation within a 365-day period, its short term rental license shall be revoked. The license may be revoked after a single violation if the violation is not immediately corrected pursuant to a notice of violation.~~
- ~~(e) Appeal. The licensee may appeal the occupancy limit, parking limit, denial, suspension, or revocation to the city council. The licensee must file with the city clerk a notice of appeal within ten days of an issuance, denial, suspension, or revocation. The council shall consider the appeal at a regularly or specially scheduled council meeting on or after 15 days from service of the notice of appeal upon the city clerk by the licensee. Hearing on the appeal shall be open to the public and the licensee shall have the right to appear and be represented by legal counsel and to offer evidence in behalf of licensure. At the conclusion of the hearing, or as soon thereafter as practicable, the council may order:~~
 - ~~1) The denial, suspension, or revocation of the license.~~
 - ~~2) The denial, suspension, or revocation by the city manager be lifted and the license be returned to the licensee.~~
 - ~~3) Additional terms, conditions and stipulations to be imposed on the licensee to mitigate problems.~~
 - ~~4) A higher occupancy or parking limit than approved by the City.~~

Section 2. Chapter 10, Article 10-XI of the City Code, City of Chanhassen, Minnesota, is hereby established to read as follows:

Sec 10-230 Short Term Rental Licensing

- ~~(a) License Required. No property shall be used as a short-term rental without a license issued by the City. Licenses shall expire on February 1 of each year. Licenses must be renewed annually. Applications for the renewal of an existing license shall be made at least 45 days prior to the date of the expiration of the license, and shall state that everything in the prior applications remains true and correct except as otherwise indicated. The procedure for receiving a license shall be as follows:~~
 - ~~(1) Application for a license shall be made to the city upon a form furnished by the City. A nonrefundable fee in the amount imposed in accordance with the fee schedule established by the city council. If a license application is made during the license year, the license shall be issued for the remainder of the year and the license~~

fee shall be pro-rated, with any unexpired fraction of a month being counted as one month.

(2) In order to be issued a license the applicant must:

- a. Provide the name and contact information, including a 24-hour telephone number, for the party responsible for managing the property.
- b. State the maximum occupancy of the short-term rental.
 1. The maximum occupancy shall be two adults per bedroom plus an additional two adults.
 2. Accompanying children shall not count towards the occupancy limit.
 3. A property owner may request a higher occupancy limit in writing at the time of application. The City may approve or deny a higher occupancy limit after considering factors such as home size, number of beds, and distance from neighboring properties, and previous violation status. Increased occupancy limits may be revoked if the City determines that a violation of this section has occurred related to the increased occupancy limit authorized.
- c. State the maximum number of vehicles that may be parked overnight on the property. The maximum number of vehicles that may be parked overnight on the property shall be four vehicles. Vehicles parked in garages shall not be counted towards total number of allowable vehicles.
 1. A property owner may request a higher overnight parking limit in writing at the time of application. The City may approve or deny a higher parking limit after considering factors such as the presence of off-street parking pads, driveway length and width,—and availability of street parking, and previous violation status. Increased parking limits may be revoked if the City determines that a violation of this section has occurred related to the increased overnight parking limit authorized.
- d. Agree that the City has permission to access exterior areas of the property when responding to a reported violation of the standards in this section in order to ascertain if a violation has occurred.
- e. Not have any unresolved code enforcement or property maintenance cases.
- f. Not have had a short-term rental license revoked by the City of Chanhassen within the prior 365 days from the date of the short term rental license application.

(b) Standards. The following standards apply to all short-term rentals:

- (1) Listings advertising the property's availability for rent must state the license number, maximum occupancy permitted by the license, and the maximum number of vehicles that may be parked overnight on the property
- (2) An appropriate number of waste containers must be present to accommodate the amount of trash generated by the short-term rental. Waste may not be stored outside of approved containers. All waste containers must be stored outside of public view, except on day of collection.
- (3) Between 10:00 p.m. and 7:00 a.m. no more than the maximum number of overnight guests stipulated in the license may be present on the property.
- (4) Between 10:00 p.m. and 7:00 a.m. parking is limited to the maximum number of vehicles stipulated in the license.
- (5) At no time may vehicles be parked on grass or so as to completely obstruct access to neighboring residences such that ingress or egress is not possible, or obstruct the public right-of way, or emergency vehicle access.
- (6) The Good Neighbor Brochure provided by the city must be posted on the inside of the front door and the primary door to the backyard, or in a conspicuous location near each such door.
- (7) Property must have working smoke and carbon monoxide detectors in each bedroom or sleeping area and the owner must provide any transient renting the property with information regarding emergency egress.
- (8) Property must be in compliance with all state and local laws and regulations.

(c) Violations

- (1) Unlawful Acts: It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Section or other provisions of this code.
- (2) Complaints shall be submitted to the city in a timely manner for review by city staff who will assess whether or not the activity which generated the complaint constituted a violation of city code.
- (3) Notice of Violation: The code official shall serve a notice of violation on the licensee.
- (4) Prosecution Of Violation: If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain,

correct or abate such violation, or to require the termination of the unlawful occupancy of the structure in violation of the provisions of this chapter or of the order or direction made pursuant thereto.

(5) Violation Penalties: Any person who shall violate a provision of this section, or fail to comply therewith, or with any of the requirements thereof is guilty of a misdemeanor. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Licenses may be revoked or suspended for violations of this section.

(6) Abatement of Violation: The imposition of the penalties herein prescribed shall not preclude the city attorney from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building in violation of this section, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

(7) Fees and Charges: The property owner of record shall be responsible for any city costs in enforcing the provisions of this chapter including inspection fees, or other fees, charges or penalties that are imposed as permitted by law.

(d) Suspension and Revocation

(1) In the event of any potential health or safety violations, the City Manager may suspend the license until the violation is corrected.

(2) If a property with a short-term rental receives three notices of violation within a 365-day period, its short-term rental license shall be revoked. The license may be revoked after a single violation if the violation is not immediately corrected pursuant to a notice of violation.

(f) Licensee Appeal. The licensee may appeal the occupancy limit, parking limit, denial, suspension, or revocation to the city council. The licensee must file with the city clerk a notice of appeal within ten days of an issuance, denial, suspension, or revocation. The council shall consider the appeal at a regularly or specially scheduled council meeting on or after 15 days from service of the notice of appeal upon the city clerk by the licensee. Hearing on the appeal shall be open to the public and the licensee shall have the right to appear and be represented by legal counsel and to offer evidence in behalf of licensure. At the conclusion of the hearing, or as soon thereafter as practicable, the council may order:

(1) The denial, suspension, or revocation of the license.

(2) The denial, suspension, or revocation by the city manager be lifted and the license be returned to the licensee.

(3) Additional terms, conditions and stipulations to be imposed on the licensee to mitigate problems.

(4) A higher occupancy or parking limit than approved by the City.

Section 3. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND ADOPTED this ____ day of _____, 2024, by the City Council of the
City of Chanhassen, Minnesota

Kim Meuwissen, City Clerk

Elise Ryan, Mayor

(Published in the _____ on _____)

**CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA**

SUMMARY OF ORDINANCE NO. XXX

**AN ORDINANCE AMENDING CCHAPTER 20, ZONING AND CHAPTER 10
LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS, OF THE
CHANHASSEN CITY CODE**

The purpose of these Code amendments are as follows:

Amend Section 20-961 Short Term Rentals to read as a reserved section of city code and establish Chapter 10, Article 10-XI to establish the city code regulations for short term rentals within the City of Chanhassen.

This ordinance shall go into effect upon passage of the ordinance by City Council.

A printed copy of Ordinance No. XXX is available for inspection by any person during regular office hours at the office of the City Manager/Clerk.

PASSED, ADOPTED, AND APPROVED FOR PUBLICATION this 13th day of May, 2024, by the City Council of the City of Chanhassen.

(Publish in the _____ on [insert date])

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Short-Term Rental Program Discussion

Update from Code Amendment Approved October 10, 2022

City Council Meeting - February 12, 2024

City Council Work Session – February 26, 2024

Ordinance Amendment Process to Follow



CITY OF CHANHASSEN

A Community
For Life.

2/12 Meeting Recap



Overview of Current Ordinance

- License required and must be renewed annually.
 - If not renewed within 30 days of renewal notice, license cannot be renewed for one year.
- 24-hour contact information for property owner must be provided.
- Maximum overnight (10pm-7am) occupancy: 2 adults per bedroom, plus an additional 2 adults.
 - Children do not count towards this limit
- Pets are allowed on fenced properties.
- Maximum Overnight Vehicles: 2 vehicles, plus one for every garage stall.
- 3 violations within a one-year period results in revocation of the license for 7 years.



Summary of Staff Presentation on 2/12

- 30 total complaints resulted in 3 violations being issued
 - 28 complaints for 1 property, 2 violations issued
 - 18 out of 20 STRs received no violations
- License fees cover cost of staff time and Host Compliance software
- Staff has received complaints after nuisances have occurred due to home monitoring systems
- Other cities have violations reviewed by Council with license suspension up to 120 days



Current Ordinance Feedback



Staff Outreach

- All Short-Term Rental owners and those that submitted complaints were contacted prior to the Short-Term Rental Listening Session.
- The listening session was posted on both the tentative and final City Council agendas.
- Staff has corresponded with those that were unable to attend the listening session to receive their feedback.



Concerns of STR Owners

- Recognizing that 17 of 20 license holders have received zero complaints and to ensure that changes don't unnecessarily be made.
- Parking limits will impact large properties that currently were permitted additional overnight cars at staff discretion.



Concerns Heard at Listening Session

2 residents chose to speak at the listening session

- Issues with parking during the day and night (recommends daytime parking limits).
- Observed large occupancies and parties during the day.
- Had issues with pets, property maintenance, and trash.
- Recommends that violations roll over with each renewal period, as opposed to starting with a clean slate.
- Recommends implementing a minimum number of nights rented.
- Has observed dangerous drivers in neighborhoods.



Council Guidance from 2/12 Meeting

- Wants to better understand the program in its current form.
- Bring back conversation to Work Session to address resident concerns and ordinance amendments in more detail.



How Staff Has Reviewed Previous Complaints



How Host Compliance Works

PLANNING

Development Application & Zoning Permits

Zoning Permits

Accessory Structure Permits

Beekeeping Permits

Chicken Permits

Short-Term Rentals

Sign Permits

Temporary Event Permits

Planning Staff & Commission

Proposed Development Projects

Processed Development Projects

Resources

CONTACT

Planning & Zoning

7700 Market Boulevard

PO Box 147

Chanhasen, MI 55317

(952) 227-1100

(952) 227-1110 Fax

RESOURCES

Ordinance 050

List of Licensed Short-Term Rentals in Chanhasen

Development Form

Good Neighbor Brochure

FADs for owners

Development Submission Guide



Departments > Community Development > Planning > Development Application & Zoning Permits > Zoning Permits >

Short-Term Rentals

Font Size Share & Bookmark Feedback Print

Overview

The City of Chanhasen's Short-Term Rental Ordinance requires that properties rented for periods of less than 30 consecutive days apply for and receive a license from the city. The required license stipulates the number of overnight guests and overnight vehicles that may be present on the property and requires the operators and guests of short-term rentals to abide by the following standards:

- Comply with the city's nuisance ordinance, including prohibiting noisy parties and/or gatherings and respecting the city's 10:00 p.m. to 7:00 a.m. prohibition on using sound amplification equipment.
- Provide an appropriate number of waste containers to store the trash generated by the short-term rental.
- Between 10:00 p.m. and 7:00 a.m., not exceeding the maximum number of guests and vehicles stipulated by the license.
- Guest vehicles may not obstruct access to neighboring residences or emergency vehicle access.
- Provide guests with a copy of the Good Neighbor Brochure, which lists the most relevant provisions of the city's nuisance ordinance.
- Have working smoke and carbon monoxide detectors.

Violating any of these standards can result in the suspension/revocation of the license and a misdemeanor. If you would like to report a concern regarding a short-term rental, call this 24/7 hotline: (952) 260-4995, or fill out a web form by clicking the button below.

Online Permitting

Effective January 1, 2024, all permits must be applied for online. Click the 'Submit Application' button below to access our application portal through BSA.

Short-Term Rental Permit

Submit Application

Application Submission Guide

Short-Term Rental Concern Webform

FAQs

WHAT IS A SHORT-TERM RENTAL?

+

WHAT RENTAL PROPERTIES ARE GOVERNED BY THE SHORT-TERM RENTAL ORDINANCE?

+

DO I/MY NEIGHBORS NEED A LICENSE?

+

HOW DO I RECEIVE A LICENSE?

+

HOW DO I SEE IF A PROPERTY HAS A LICENSE?

+

HOW DO I REPORT A PROPERTY THAT DOES NOT HAVE A LICENSE?

+

HOW DO I REPORT A PROPERTY THAT IS VIOLATING THEIR LICENSE?

-

The best way to report a violation is through the city's 24/7 hotline: (952) 260-4995 or you can [fill out a webform](#).

WHAT HAPPENS AFTER I REPORT A CONCERN?

+

HOW DO I APPEAL DECISIONS MADE REGARDING MY LICENSE?

+

Short-Term Rental Concern Webform

HOW DO I REPORT A PROPERTY THAT IS VIOLATING THEIR LICENSE?

The best way to report a violation is through the city's 24/7 hotline: (952) 260-4995 or you can [fill out a webform](#).



How Host Compliance Works

STR Concern Webform

- Select category of complaint
- Enter property address
- Enter any additional details
- Provide online listing for suspected unlicensed rentals
- Attach evidence
- Provide contact information
- Request notification of STR Emergency Contact

STR Concern Hotline

- Starts at an automated call that redirects based on your complaint.
- Gets you to a live agent that records your contact information and incident details
- Agent will collect email if you would like to submit evidence
- Agent will ask if you would like the property owner contacted immediately



Complaints

- Total complaints:
 - 30 total throughout 2023 for the 20 licensed properties.
 - 3 resulted in violation notices.
 - 17 out of 20 STR properties received 0 complaints in 2023.
- Violation types:
 - Parking Limit
 - Noise



Violation Issued (3 Total)

- 7331 Hazeltine Boulevard (2 Violations)
 - First Violation (3/6/23): 5 cars parked overnight. Four in the driveway and one in the garage. Complaint did not go through on Host compliance on 3/3, so emailed staff on 3/6.
 - Second Violation (6/4/23): 5 cars parked overnight. 3 in the driveway and two in the garage. Complaint submitted via Host compliance on 6/4, videos emailed to staff on 6/7.
- 1161 W 63rd Street (1 Violation)
 - First Violation (6/25/23): Host Compliance report that there was nuisance noise outside between 11pm and 3am. Guest did not stop after an altercation with the neighbors.



Violation Not Issued (27 Total)

- 1829 Valley Ridge Trail North: 1 Complaint
 - Unauthorized short-term rental: Owner had applied the previous week and it had yet to be reviewed by staff.
- 380 Deerfoot Trail: 3 Complaints
 - Renters using HOA parking and HOA beach: Restrictions dictated by HOA and not the city.



Violation Not Issued (27 Total)

- 7331 Hazeltine Boulevard: 23 Complaints
 - Off leash dogs (2): Owner was informed that dogs are only allowed if there is a fenced yard.
 - Trash (4): 2 were resolved by owner, one was deemed to not be an issue with the rental, and one was a civil matter.
 - Parking (14): 1 was a ride share there for a few minutes, 2 instances of cars parked in shared driveway (one only by a few feet and the other for less than 15 minutes), 7 instances of cars using neighbors' driveway to turn around, 2 cars parked partially on grass that was fixed immediately, 2 instances exceeding maximum parking reported after the fact with one due to the owner's niece's car being stored in the garage long-term,
 - Property maintenance (1): Owner hired a lawncare service.
 - Noise after hours (1): Reported after the fact and no evidence provided.
 - Exceeding occupancy limits (1): A family with small children left at 10:06pm the day after Christmas.



7331 Hazeltine Blvd – Changes Made

- 24/7 security cameras installed
- No pets allowed
- Booking guest must be over 25 years old
- Provides information about maximum overnight occupancy and parking
- Has rules listed that prohibit parties, smoking, nuisance noise, and require trash pick up
- \$500 parking security deposit required
- Hired a lawn maintenance company
- Hired a management company
- Installed a sign directing cars to not go past this point



Staff Feedback



How Complaints are Addressed

- Currently complaints are considered for violations on both a proactive and retroactive basis.
- Staff believe that complaints should only be considered when reported while the nuisance is occurring.
 - Purpose of Host Compliance software is to gain immediate compliance and resolve the issue through the rental property's 24-hour emergency contact.
 - Through home surveillance, neighbors can submit complaints that did not cause an actual nuisance by reviewing footage at a later date.
 - All other code enforcement has the goal of gaining compliance, which cannot be done if an incident is reported after fact for short-term rentals.



Staff Proposed Ordinance Amendments

- Maximum overnight vehicle parking outdoors should be a standard 4 vehicles rather than the current standard of 2 vehicles plus an additional vehicle for each garage parking spot.
 - Staff will only consider increases for overnight parking and occupancy for properties with no violations, and increase occupancy limits may be revoked if a valid complaint is submitted regarding these increases.
- If a license is revoked, the period of revocation should be decreased from the current 7 years down to 1 year which would still be the most stringent of the neighboring communities.
- Applications shall be accepted on a rolling basis, but starting in 2025, will all renew on the same date annually (Feb 1).
- Violations will continue to be active for a 365-day period.



Questions & Discussion



Short Term Rental Program

City Council Discussion



City Council Item

May 13, 2024



Item	Approval of the proposed Three-Year Economic Development Plan.	
File No.		Item No: D.15
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Sam DiMaggio, Economic Development Manager	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u>	
The City Council is asked to approve the proposed Three-Year Economic Development Plan.	
Motion Type	Simple Majority Vote of members present
Strategic Priority	Development & Redevelopment

SUMMARY

The City Council is asked to approve the final version of the Three-Year Economic Development Plan.

BACKGROUND

In 2023, the city contracted with Raftelis, a consulting group that aids local governments in assessing current conditions and planning for improvement for the future, to complete an operational study of all departments across the organization. The goal of this assessment was to review the operations, processes, procedures, and resource levels of the city's departments, as well as identify what opportunities exist to enhance the efficiency and effectiveness of service delivery and position the city to meet anticipated growth.

Raftelis recommended that the city should develop a three-year Economic Development Plan to give guidance to the Economic Development Manager, a new position created in 2022, and set a course for success as this newly created role develops.

The recommendation stated the primary duties of the Economic Development Manager should include the following:

- Business Outreach - creating a rotation schedule for when the Manager will meet with businesses
- Developing a database of businesses and properties within Chanhassen (which has already begun)
- Local Networking - creating relationships with commercial real estate brokers
- Working with utility organizations and departments to understand what's available as far as locations

Raftelis also recommended that this plan be communicated to the community and city staff and that it should include the following sections:

- A summary of current economic conditions in the city
- A regional Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis
- A strategic action and implementation plan, consistent with other city-wide plans
- A performance evaluation framework
- An Economic Resiliency Plan

The Economic Development Commission has worked with staff on developing this plan. During their February 13, 2024, Economic Development Commission meeting, they formally recommended the adoption of the plan.

The City Council reviewed the plan with staff during the April 15, 2024, City Council Work Session and provided staff with recommended updates. The staff has completed these changes and is asking the City Council to approve the plan.

DISCUSSION

BUDGET

RECOMMENDATION

The City Council is asked to approve the Three-Year Economic Development Plan.

ATTACHMENTS

[2024 Three Year Economic Development Strategic Plan](#)

CITY OF CHANHASSEN

Economic Development 3-Year Plan





CITY OF CHANHASSEN

Economic Development 3-Year Plan

Adopted May 13, 2024

Mayor

Elise Ryan

City Manager

Laurie Hokkanen

Community Development Director

Eric Maass

Economic Development Manager

Samantha DiMaggio

Planners

Rachel Arsenault

Rachel Jeske

City Council

Jerry McDonald

Haley Schubert

Mark Von Oven

Josh Kimber

Economic Development Commission

Eric Anderson, Chair

Duke Zurek, Vice Chair

Chris Freeman

Stacy Goff

Luke Bame

Cohen Lee, Youth Commissioner

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A. Executive Summary

In 2021, Money Magazine recognized the City of Chanhassen as one of the best places in America to live. The city's natural amenities and quality of life are valued by its residents, businesses, and visitors alike. The City's Economic Development Commission (EDC) completed a strengths, weaknesses, opportunities, and threats (SWOT) analysis to help guide the city's 3-year economic development plan. Specifics to that SWOT analysis can be found within the body of this economic development plan.

Economic Development Statistical Information

1. Chanhassen's senior population, especially those between the ages of 65 and 74, has witnessed the fastest and most significant growth.
2. Between 2011-2021, Chanhassen lost population between ages 0-14, 35-44, and 45-54.
3. The average annual salary in Chanhassen is \$72,592.
 - a. Manufacturing is the largest employment type at 29.5% and has an average annual salary of \$82,628.
 - b. The second highest employment by industry type is Trade, Transportation, and Utilities, at 17.6%, with average hourly earnings of \$33.35 (\$69,368 annually).
 - c. A two-adult household with one child in Carver County requires a yearly cost of living of at least \$80,036.
4. The median housing costs in Chanhassen are 11% higher than the average owner-occupied housing costs in Carver County. Additionally, renter-occupied housing costs are 22% higher than the average renter-occupied housing costs in Carver County.

Strengths, Weakness, Opportunity, and Threats (SWOT) Analysis Summary

1. Highly educated community where residents have both public and private educational options,
2. Lack of developable land and the remaining parcels will be costly to develop/redevelop,
3. High cost of housing and limited workforce housing, and
4. Neighboring cities have more available land and areas for increased density.

Over the next three years, staff will work with developers in bringing in a variety of housing types and styles at various price points. Strategies will also be implemented to create and retain affordable, life-cycle housing which is important as it will ensure that Chanhassen can maintain its goal of being a "community for life".

Chanhassen has a highly educated community with 63.9% of its population 25 years and older having at least a bachelor's degree in 2021. Staff will work to market vacant or underutilized properties to employers recruiting staff whose education and skill level match those of Chanhassen's residents. The goal of increasing these jobs is to allow residents to live and work in Chanhassen while maintaining a diverse local tax base. Being too reliant on one industry could leave the city susceptible to economic downturns or shifts.

The implementation of this Three-Year Plan, which includes an Economic Resilience Plan, will not only maintain but will strengthen Chanhassen's high quality of life, strong financial position, and stable economy.

B. PURPOSE

In 2023, the city contracted with Raftelis, a consulting group that aids local governments in assessing current conditions and planning for improvement for the future, to complete an operational study of all departments across the organization. The goal of this assessment was to review the operations, processes, procedures, and resource levels of city departments, as well as identify what opportunities exist to enhance the efficiency and effectiveness of service delivery and position the city to meet anticipated growth.

The recommendation stated the primary duties of the Economic Development Manager should include the following.

- Business Outreach - Creating a rotation schedule for when the Manager will meet with businesses and develop a database of businesses and properties within Chanhassen, and;
- Local Networking - Create relationships with commercial real estate brokers, working with the utility organizations and departments to understand what's available as far as locations and communicating this information to stakeholders.

Raftelis also recommended that the city should develop a three-year Economic Development Plan to give guidance to the Economic Development Manager, whose position was newly created in 2022, and set a course for success as this role continues to develop. This plan is to be communicated to the community and city staff and should include the following sections.

- A summary of current economic conditions in the city,
- A regional Strengths, Weaknesses, Opportunities, Threats (SWOT) analysis,
- A Strategic Action and Implementation Plan, consistent with other city-wide plans,
- A performance evaluation framework, and
- An Economic Resiliency Plan.

C. CURRENT ECONOMIC DEVELOPMENT CONDITIONS

The following statistical information was provided by the Minnesota Department of Employment and Economic Development (DEED).

POPULATION

Carver County is the 11th largest of the 87 counties in the state. Its population has increased over the past decade, ranking Carver County as the fastest-growing county in the State of Minnesota from 2010 to 2022 (Table 1).

	2010 Population	2022 Estimates	2010-2022 Change	
			Number	Percent
Region 11	2,849,567	3,149,205	+299,638	+10.5%
Anoka County	330,844	368,864	+38,020	+11.5%
Carver County	91,042	110,034	+18,992	+20.9%
Dakota County	398,552	443,341	+44,789	+11.2%
Hennepin County	1,152,425	1,260,121	+107,696	+9.3%
Ramsey County	508,640	536,413	+27,773	+5.5%
Scott County	129,928	154,520	+24,592	+18.9%
Washington County	238,136	275,912	+37,776	+15.9%
State of Minnesota	5,303,925	5,717,184	+413,259	+7.8%

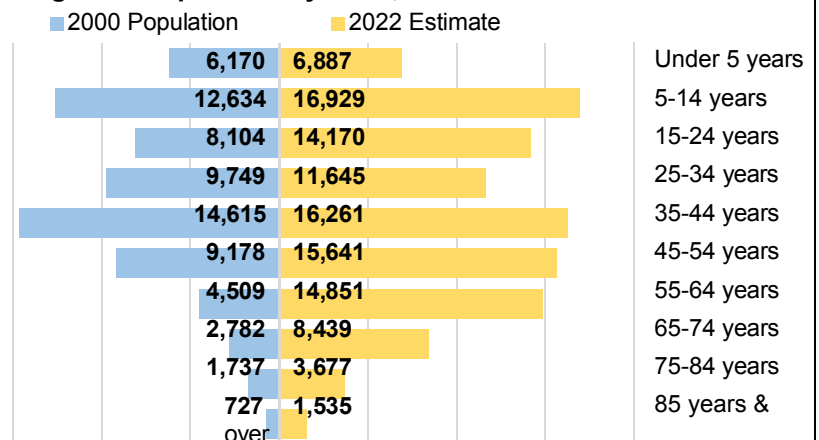
Source: US Census Bureau, Population Estimate Program

Carver County's population is aging, especially as the "Baby Boom" generation moves through the population pyramid (Figure 1).

	Number	Percent
Under 5 years	6,887	6.3%
5-14 years	16,929	15.4%
15-24 years	14,170	12.9%
25-34 years	11,645	10.6%
35-44 years	16,261	14.8%
45-54 years	15,641	14.2%
55-64 years	14,851	13.5%
65-74 years	8,439	7.7%
75-84 years	3,677	3.3%
85 years & over	1,535	1.4%
Total Population	110,034	100.0%

Source: Census Population Estimates, 2017-2021 ACS

Figure 1. Population Pyramid, 2000-2022



The 5-year estimates compiled by the U.S. Census Bureau's American Community Survey (ACS), detailed that Chanhassen's total population increased by approximately 11.2% (+2,574 people) between the 2011 and 2021. Comparatively, Minnesota's total population increased by approximately 7.4% during that period. Chanhassen's senior populations, especially those between the ages of 65 and 74, witnessed the fastest and most significant growth (Table 3).

Age	2021	2011	Population Change, 2011 – 2021	
			Numeric	Percent
0 to 14	5,541	5,957	-416	-7.0%
15 to 24	3,055	2,438	+617	+25.3%
25 to 34	2,566	2,047	+519	+25.4%
35 to 44	3,428	3,910	-482	-12.3%
45 to 54	3,522	4,370	-848	-19.4%
55 to 64	4,105	2,668	+1,437	+53.9%
65 to 74	2,108	828	+1,280	+154.6%
75 and over	1,249	782	+467	+59.7%
Total	25,574	23,000	+2,574	+11.2%

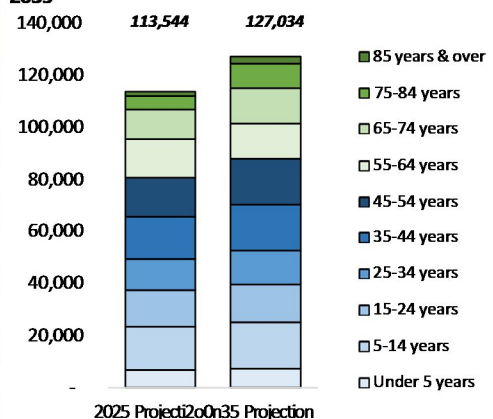
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates

According to the Minnesota State Demographic Center, Carver Co.'s population is expected to grow from 2025 to 2035, with a rate of change that is faster than the projected statewide growth rate (4.5%). In addition to the overall growth, the number of people aged 65 years and older is expected to increase over the next decade (see Figure 2 and Table 4).

Carver Co.	2025 Projection	2035 Projection	Numeric Change	Percent Change
Under 5 years	6,857	7,334	477	7.0%
5-14 years	16,525	17,737	1,212	7.3%
15-24 years	13,992	14,442	450	3.2%
25-34 years	11,875	12,903	1,028	8.7%
35-44 years	16,484	17,974	1,490	9.0%
45-54 years	14,951	17,555	2,604	17.4%
55-64 years	14,746	13,447	-1,299	-8.8%
65-74 years	11,248	13,491	2,243	19.9%
75-84 years	5,213	9,426	4,213	80.8%
85 years & over	1,653	2,725	1,072	64.9%
Total Population	113,544	127,034	13,490	11.9%

Source: Minnesota State Demographic Center

Figure 2. Projections by Age Group, 2025-2035



The Metropolitan Council (METC) updates its 30-year forecasts at least once per decade. Forecasts indicate when, where, and how much population, household, and job growth the region and its communities can expect. The METC recently shared their updated forecasts for Chanhassen (Table 5) and Carver County (Table 6). Chanhassen is designated as an Emerging Suburban Edge.

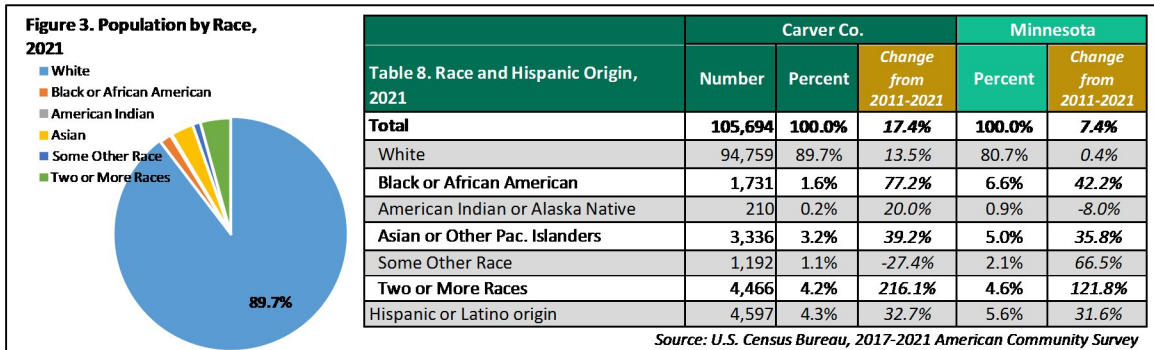
Table 5. METC City of Chanhassen 2040 Forecast			
Forecast Year	Population	Households	Employment
2010	22,952	8,352	10,905
2020	26,700	10,000	15,600
2030	31,700	11,900	17,000
2040	37,100	14,000	18,400
Source: METC Community Pages, Chanhassen, 2024			

Table 6. METC Carver County 2040 Forecast			
Forecast Year	Population	Households	Employment
2010	91,042	32,891	31,836
2020	108,520	40,940	41,810
2030	135,960	52,180	48,230
2040	161,440	62,650	54,700
Source: METC Community Pages, Carver County, 2024			

The race demographics chart (Table 7) offers a visual snapshot of the diverse population that defines the city's collective identity. This chart not only illustrates the distribution of racial groups but also serves as a valuable resource for recognizing the growth of cultural diversity in the community.

Table 7. Chanhassen Decennial Census Estimates, 2000-2020			
Population	2000	2010	2020
Total Population	20,321	22,952	25,947
White	19,284	21,235	22,095
Black or African America	152	254	360
American Indian or Alaska Native	31	24	46
Asian	576	887	1,608
Some Other Race	84	198	354
Two or More Races	193	352	1,479
Hispanic or Latino (of any race)	402	525	956
Source: METC Community Pages, Chanhassen, 2024			

Carver County's population is also becoming more racially diverse. Since 2011, the county's white population has increased, but at a slower rate than several other races (Figure 3 and Table 8).

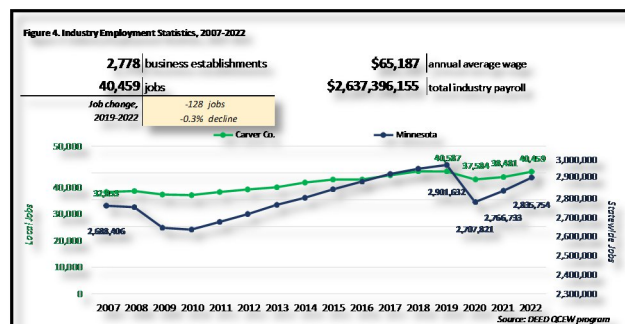


Compared to the state, Carver Co. has a smaller percentage of foreign-born residents. From 2010 to 2021, Carver Co. saw an increase in the number of foreign-born residents, though it was slower than the statewide increase.

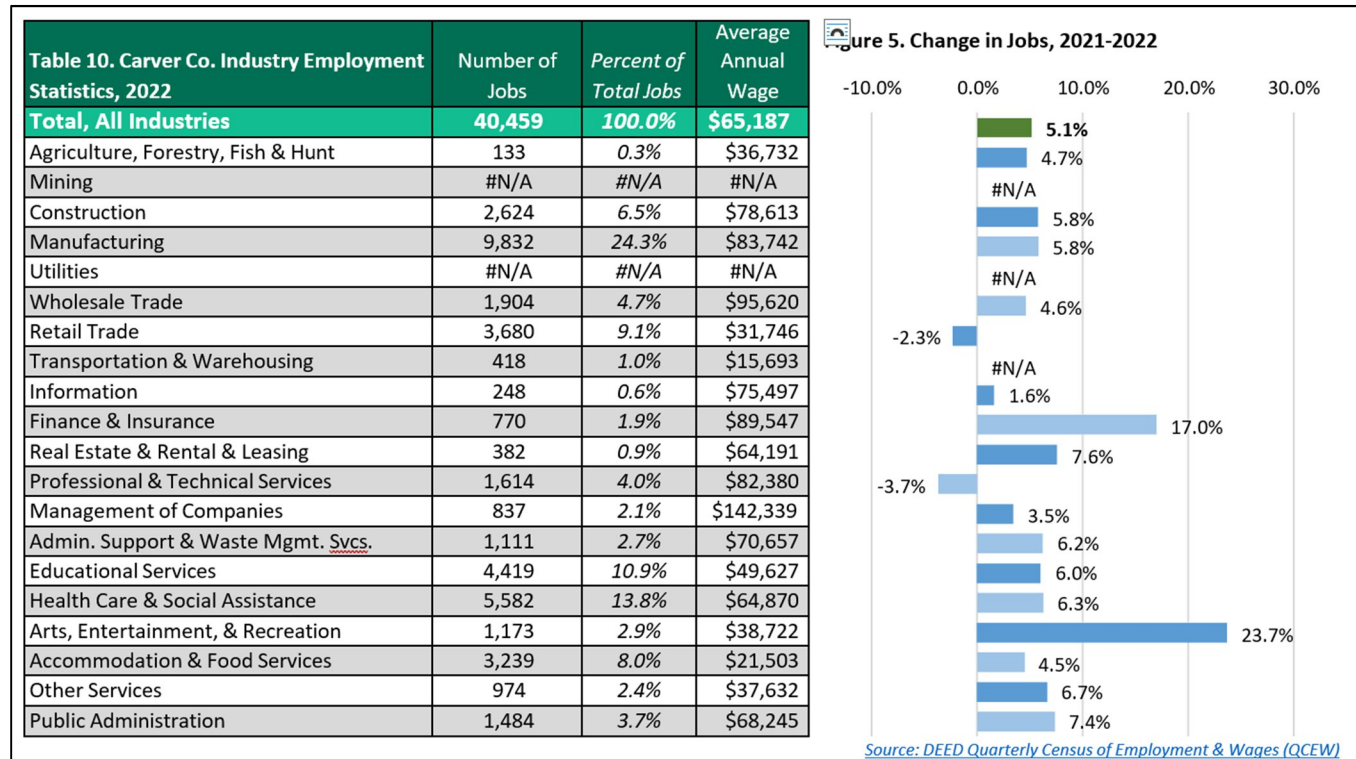
Table 9. Place of Birth for the Foreign-Born Population, 2021	Carver Co.		Change 2010-2021		Minnesota	
	Number	Percent	Number	Percent	Percent	Change
Foreign-born Population	5,549	5.3%	531	10.6%	8.5%	30.6%
Europe	1,101	19.8%	-81	-6.9%	9.4%	0.3%
Asia	2,422	43.6%	706	41.1%	37.0%	30.2%
Africa	369	6.6%	270	272.7%	27.8%	89.8%
Oceania	51	0.9%	28	121.7%	0.4%	17.8%
Americas:	1,606	28.9%	-392	-19.6%	25.4%	6.8%
Latin America	1,516	27.3%	-265	-14.9%	23.0%	8.5%
Northern America	90	1.6%	-127	-58.5%	2.5%	-6.7%

Employment

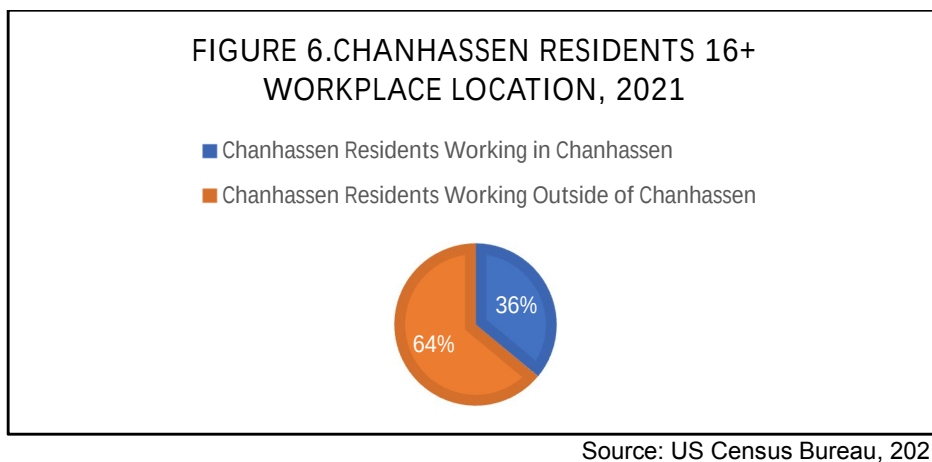
Coming out of the pandemic, Carver County hasn't fully recovered in the number of jobs (Figure 4), but in 2022, it had the 11th largest economy of the 87 counties in the state. Carver County was the 5th fastest growing in the past year and the 29th fastest growing since 2019.



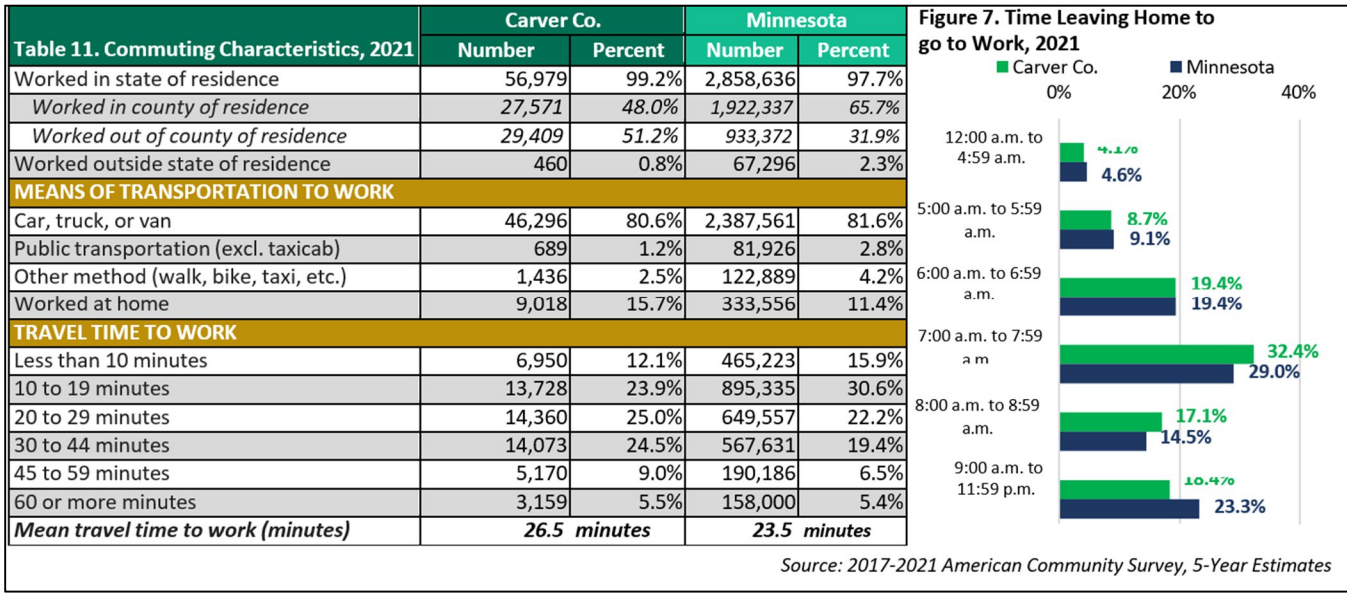
In 2022, Carver County had a total of 40,059 jobs with an average annual wage of \$65,187. The highest industry sector was Manufacturing, representing 24.3% of the total jobs. Between 2021-2022, Carver County experienced the most job growth in the Arts, Entertainment, and Recreation industries (Table 10).



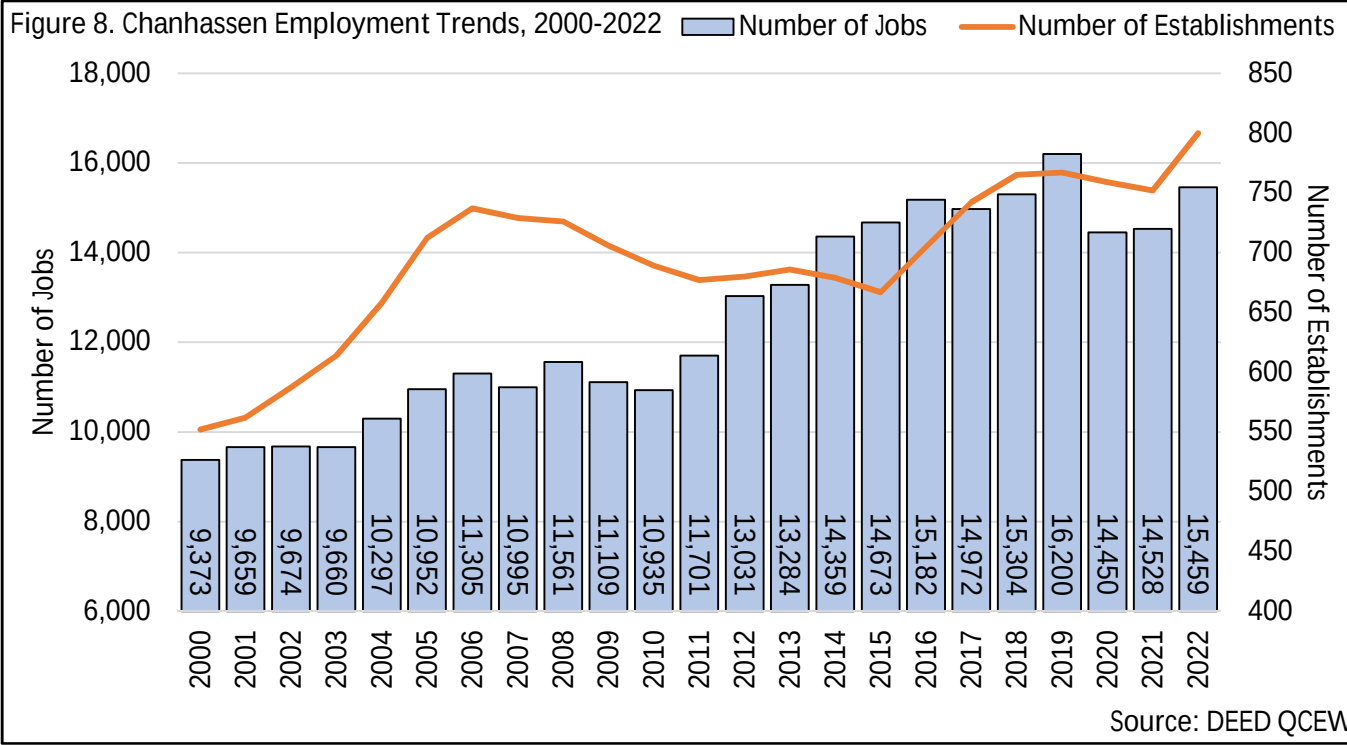
Approximately 36% of Chanhassen residents (residents 16 years of age and older who were working) worked within Chanhassen city limits. Meanwhile, 64% of Chanhassen residents worked outside the city's boundaries (Figure 6).



A smaller percentage of workers in Carver County worked in the same county where they live compared to the state. Carver County also had a longer average commute time than the state average.



According to the Department of Employment and Economic Development's (DEED) Quarterly Census of Employment and Wages (QCEW), the City of Chanhassen had 800 business establishments (Figure 8), supplying 15,459 total jobs in 2022.



Total payroll for all jobs equaled \$1.1 billion, while the average annual wage in Chanhassen is \$72,592 (Table 12). Manufacturing is the leading industry in Chanhassen with 29.5%. Coming in second at 17.6% is Trade, Transportation, and Utilities, part of the "service-providing industries group" and includes employment in wholesale, retail, transportation and warehousing, and utilities. These industries have average hourly earnings of \$33.35 equating to an annual salary of \$69,368. Source: US

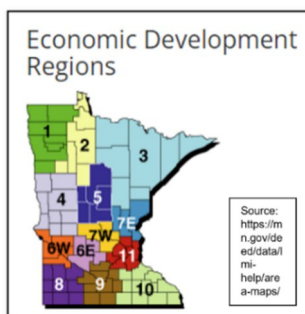
Bureau of Labor Statistics, Industries at a Glance

Industry	Number of Jobs	Share of Total Jobs	Number of Establishments	Total Payroll (\$1,000s)	Avg. Annual Wage
Total, All Industries	15,459	100.0%	800	\$1,123,302	\$72,592
Manufacturing	4,563	29.5%	47	\$378,021	\$82,628
Trade, Transportation and Utilities	2,715	17.6%	149	\$188,307	\$69,368
Professional and Business Services	2,155	13.9%	165	\$222,447	\$103,272
Health Care and Social Assistance	1,158	7.5%	73	\$73,490	\$63,440
Accommodation and Food Services	1,068	6.9%	50	\$24,471	\$22,880
Educational Services	1,042	6.7%	21	\$50,007	\$47,892
Construction	842	5.4%	54	\$74,170	\$87,984
Arts, Entertainment, and Recreation	761	4.9%	22	\$34,391	\$45,240
Other Services	401	2.6%	100	\$15,089	\$37,648
Finance and Insurance	329	2.1%	55	\$31,040	\$94,744
Public Administration	212	1.4%	5	\$14,522	\$68,536
Information	108	0.7%	20	\$8,787	\$81,068
Real Estate and Rental and Leasing	94	0.6%	36	\$8,184	\$86,892
Natural Resources and Mining	11	0.1%	3	\$376	\$37,128

Source: DEED Quarterly Census of Employment and Wages

In 2023, the median hourly wage (\$25.60) in Region 11 (Figure 9), was higher than the state median hourly wage. Overall, Region 11 had the highest median hourly wage level of the 13 economic development regions in the state. Region 11 Includes the Counties of Caver, Scott, Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.

Figure 9. MN Economic Development Regions



Hourly wages were highest for management occupations (\$60.18) and lowest for food preparation and serving-related jobs (\$15.29) (Table 13).

Occupational Group	Region 11				State of Minnesota		
	Median Hourly Wage	Estimated Regional Jobs	Share of Total Jobs	Regional Location Quotient	Median Hourly Wage	State-wide Jobs	Share of Total Jobs
Total, All Occupations	\$25.67	1,718,290	100.0%	1.0	\$24.25	2,827,310	100.0%
Management	\$60.18	128,450	7.5%	1.1	\$51.58	193,760	6.9%
Business & Financial Operations	\$39.29	152,020	8.8%	1.2	\$38.19	201,940	7.1%
Computer & Mathematical	\$51.41	78,440	4.6%	1.3	\$49.73	99,250	3.5%
Architecture & Engineering	\$41.64	37,060	2.2%	1.1	\$40.60	53,100	1.9%
Life, Physical & Social Science	\$41.34	19,160	1.1%	1.1	\$39.37	29,070	1.0%
Community & Social Service	\$26.00	30,510	1.8%	0.9	\$25.82	54,820	1.9%
Legal	\$51.41	14,890	0.9%	1.3	\$47.87	18,730	0.7%
Education, Training & Library	\$25.35	89,460	5.2%	0.9	\$24.82	158,830	5.6%
Arts, Design, Entertainment & Media	\$30.59	26,520	1.5%	1.2	\$28.80	37,630	1.3%
Healthcare Practitioners & Technical	\$41.91	102,560	6.0%	0.9	\$41.07	186,700	6.6%
Healthcare Support	\$17.27	100,520	5.9%	1.0	\$17.40	162,400	5.7%
Protective Service	\$25.28	23,310	1.4%	0.9	\$25.83	40,620	1.4%
Food Preparation & Serving Related	\$15.29	125,670	7.3%	1.0	\$14.89	216,970	7.7%
Building, Grounds Cleaning & Maintenance	\$18.54	43,360	2.5%	0.9	\$18.26	76,210	2.7%
Personal Care & Service	\$17.34	36,850	2.1%	1.0	\$16.96	58,120	2.1%
Sales & Related	\$19.61	142,400	8.3%	1.0	\$18.14	239,500	8.5%
Office & Administrative Support	\$23.74	212,320	12.4%	1.0	\$23.06	345,830	12.2%
Farming, Fishing & Forestry	\$19.21	1,090	0.1%	0.4	\$19.84	4,060	0.1%
Construction & Extraction	\$35.05	61,400	3.6%	0.9	\$31.00	113,930	4.0%
Installation, Maintenance & Repair	\$29.47	51,770	3.0%	0.9	\$27.95	98,670	3.5%
Production	\$22.67	109,650	6.4%	0.9	\$22.07	209,380	7.4%
Transportation & Material Moving	\$21.88	130,880	7.6%	0.9	\$19.80	227,780	8.1%

Source: DEED Occupational Employment & Wage Statistics, Qtr. 1 2023

Moving forward, DEED is predicting the following occupations will be highest in demand (Table 14).

Table 14. Twin Cities Occupations in Demand, 2022

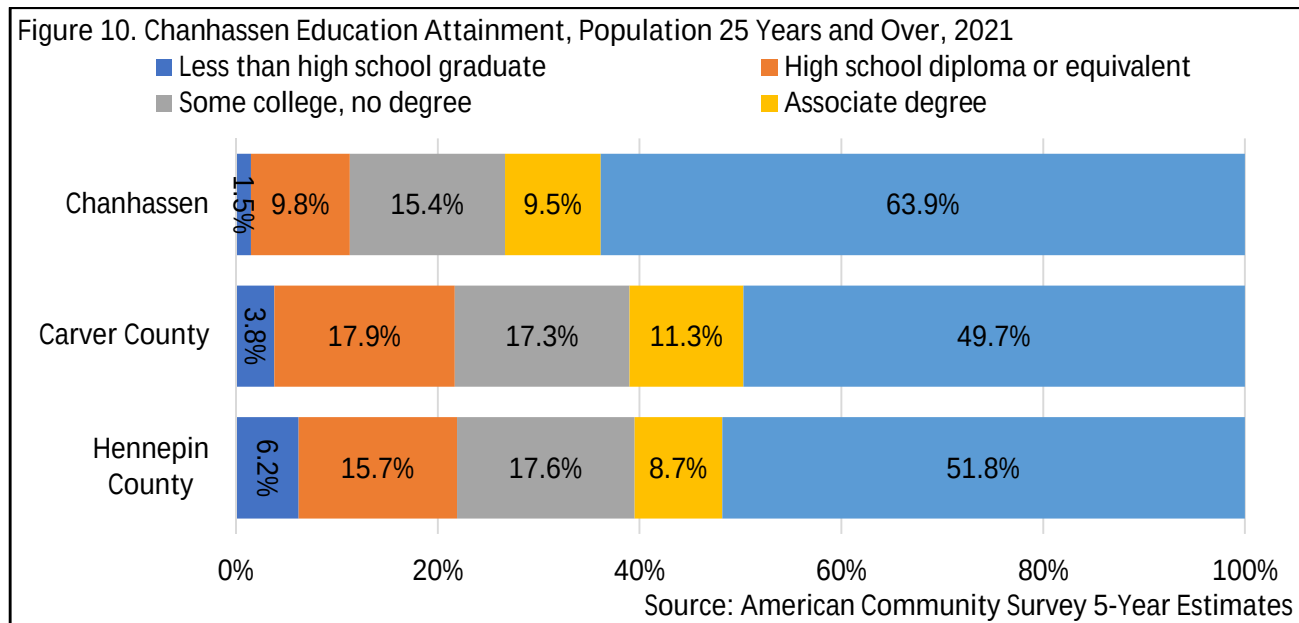
Less than High School	High School or Equivalent	Some College or Assoc. Deg.	Bachelor's Degree or Higher
Retail Salespersons \$29,563/yr.	Nursing Assistants \$40,252/yr.	Registered Nurses \$88,275/yr.	Software Developers and Software Quality Assurance Analysts and \$109,686/yr.
Fast Food and Counter Workers \$27,050/yr.	Licensed Practical and Licensed Vocational Nurses \$53,226/yr.	Clinical Laboratory Technologists and Technicians \$57,392/yr.	General and Operations Managers \$116,335/yr.
Home Health and Personal Care Aides \$30,550/yr.	Machinists \$56,280/yr.	Dental Hygienists \$79,288/yr.	Project Management Specialists and Business Operations \$75,918/yr.
Customer Service Representatives \$43,930/yr.	Computer User Support Specialists \$58,065/yr.	Paralegals and Legal Assistants \$61,136/yr.	Accountants and Auditors \$72,999/yr.
Cashiers \$28,148/yr.	Automotive Service Technicians and Mechanics \$49,969/yr.	Radiologic Technologists and Technicians \$72,244/yr.	Management Analysts \$90,051/yr.
First-Line Supervisors of Retail Sales Workers \$50,220/yr.	Medical Assistants \$46,355/yr.	Veterinary Technologists and Technicians \$38,974/yr.	Computer Systems Analysts \$100,128/yr.
Janitors and Cleaners, Except Maids and \$33,643/yr.	Electricians \$76,105/yr.	Computer Network Support Specialists \$70,174/yr.	Market Research Analysts and Marketing Specialists \$76,791/yr.
First-Line Supervisors of Food Preparation and \$42,227/yr.	Hairdressers, Hairstylists, and Cosmetologists \$29,969/yr.	Industrial Engineering Technologists and Technicians \$59,129/yr.	Financial Managers \$136,310/yr.
Heavy and Tractor-Trailer Truck Drivers \$53,619/yr.	Industrial Machinery Mechanics \$63,713/yr.	Web Developers and Digital Interface Designers \$81,675/yr.	Substance abuse, behavioral disorder, and mental health \$53,558/yr.
Stockers and Order Fillers \$32,737/yr.	Dental Assistants \$59,028/yr.	Surgical Technologists \$65,054/yr.	Human Resources Specialists \$69,201/yr.

Source: DEED Occupations in Demand

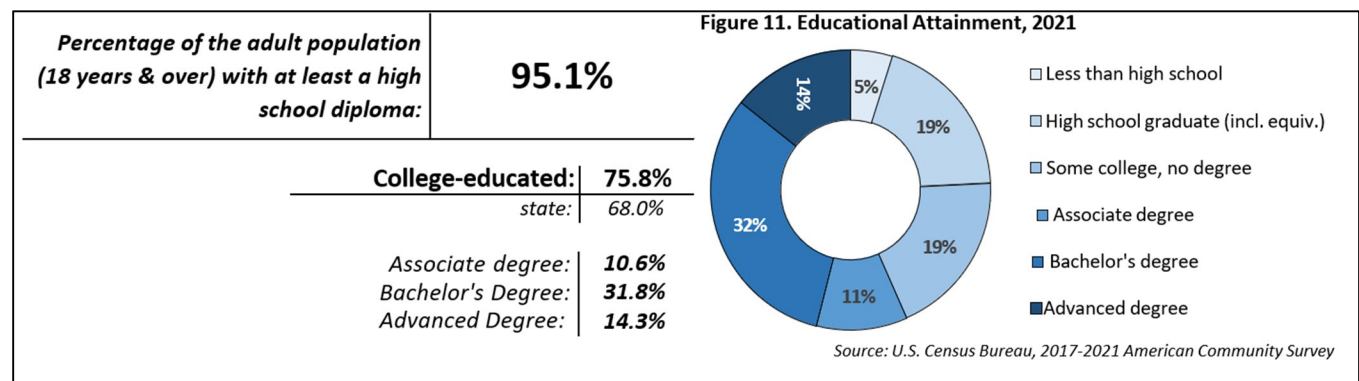
1. Educational Attainment

Chanhassen's population is highly educated. According to ACS 5-year estimates, in 2021, 98.5% of the city's population 25 years of age and older had a high school diploma or more. This was compared to 93.9% of Hennepin County and 96.2% of Carver County.

Additionally, in 2021, 63.9% of Chanhassen's population who were 25 years and older had a bachelor's degree. This was compared to 51.8% of Hennepin County and 49.7% of Carver County (Figure 10).

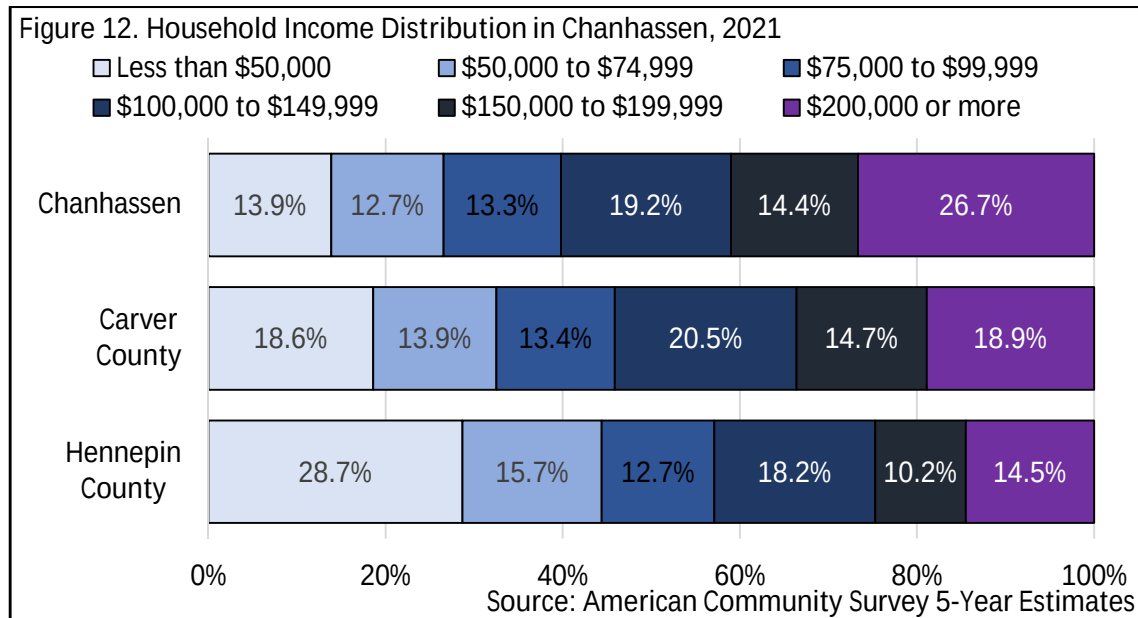


In Carver County, 95.1% of adults 18 years and over have at least a high school diploma. This is higher than the State of Minnesota, at 92.8%. Carver County also has a high percentage of college-educated people with 75.8% compared to the state average of 68% (Figure 11).

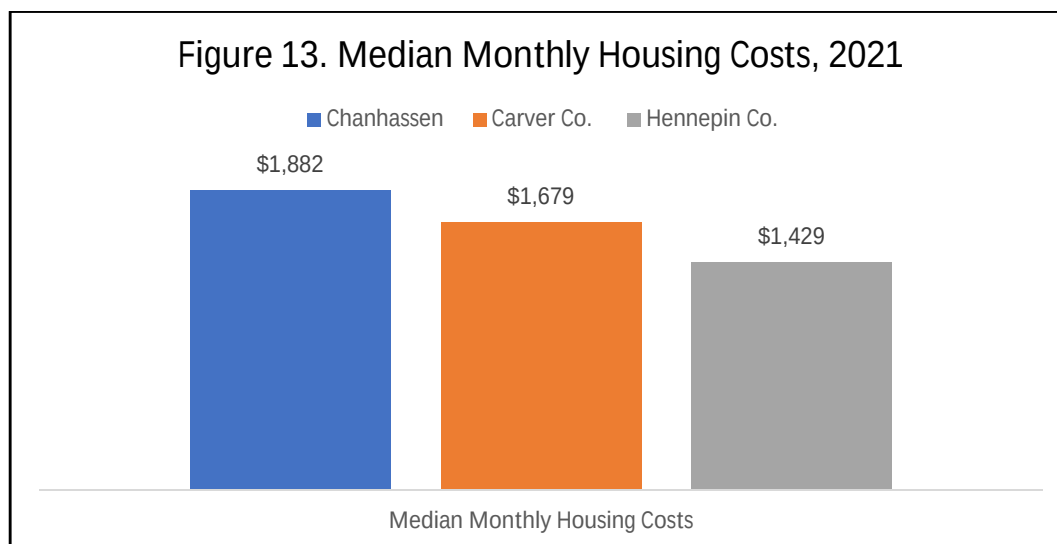


2. Housing & Household Income

According to ACS 5-year estimates, Chanhassen had a median household income of \$123,566 in 2021. The comparative median household incomes were \$107,890 in Carver County and \$85,438 in Hennepin County (Figure 12).

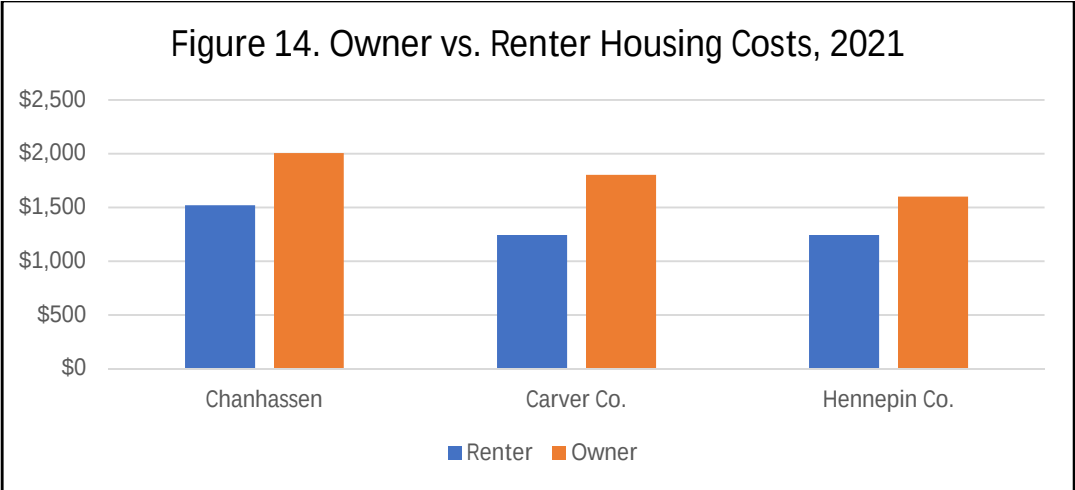


For occupied housing units, the median monthly housing cost in Chanhassen was higher than that of Hennepin and Carver Counties (Figure 13).



Source: US Census Bureau, Housing Data, 2021

Chanhassen residents pay more for both owner-occupied and renter-occupied housing (Figure 14). In total, median housing costs in Chanhassen are 11% higher than the average owner-occupied home in Carver County. Additionally, renter-occupied housing costs in Chanhassen are 22% higher than the average renter-occupied housing in Carver County.



Source: US Census Bureau, Housing Data, 2021

Chanhassen had approximately 9,406 occupied housing units in 2021, with 8,262 (87.8%) being owner-occupied and 1,144 (12.2%) being renter-occupied. Chanhassen had approximately 488 vacant housing units in 2021 (4.9%). In comparison,

- Hennepin County had 523,528 occupied housing units (63.1% owner-occupied and 36.9% renter-occupied) and approximately 26,726 vacant housing units in 2021 (4.9%).
- Carver County had 38,213 occupied housing units (82.7% owner-occupied and 17.3% renter-occupied) and approximately 1,602 vacant housing units in 2021 (4.0%).

Source: US Census Bureau, Housing Data, 2021

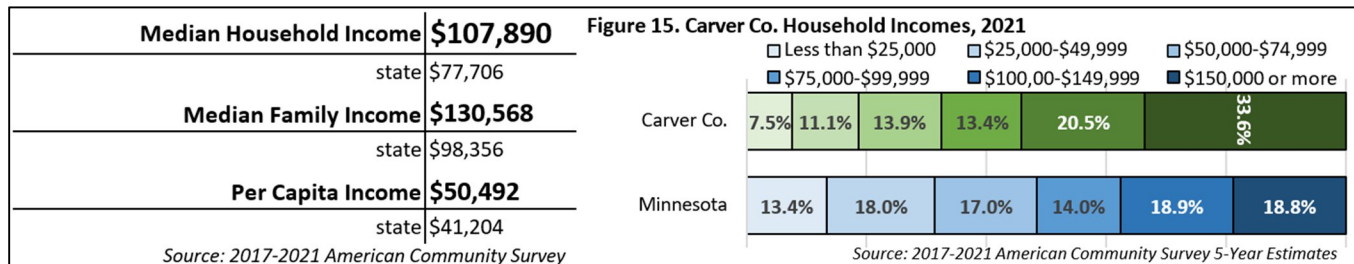
Carver County had a higher median housing value than the state, having the 1st highest value of the 87 counties in 2021.

Table 15. Estimated Value of Owner-occupied Housing Units, 2021	Carver Co.		Minnesota
	Total	Percent	Percent
Total	31,595	100.0%	100.0%
Less than \$50,000	1,009	3.2%	4.3%
\$50,000 to \$99,999	350	1.1%	6.1%
\$100,000 to \$149,999	1,093	3.5%	9.5%
\$150,000 to \$199,999	1,992	6.3%	14.8%
\$200,000 to \$299,999	7,538	23.9%	28.7%
\$300,000 to \$499,999	12,216	38.7%	26.4%
\$500,000 or more	7,397	23.4%	10.2%
Median (dollars)	\$353,300		\$250,200

Source: 2017-2021 American Community Survey, 5-Year Estimates

5. Cost of Living

In 2021, Carver County had the 2nd highest median household income of the 87 counties in the state. Carver County had a higher median household income than the state and a lower percentage of households with income below \$50,000 (Figure 15).



The cost of living has increased over the past 2 years. In 2022, Carver County had a higher cost of living than the state, with a minimum hourly wage of \$17.77 is required for a single person living alone to meet the basic needs and an hourly wage requirement of \$20.94 for a family with 2 full time working adults and 1 child in daycare full time (see Table 16).

Table 16. Basic Needs Costs of Living Estimates, 2022									
Single Adult (19-50), No Children	Required Income		Monthly Costs						
	Single Person Yearly Cost of Living	Hourly Wage	Childcare	Food	Health Care	Housing	Trans- portation	Other	Taxes
Carver Co.	\$37,836	\$18	\$0	\$401	\$155	\$1,111	\$765	\$366	\$355
State of MN	\$34,992	\$17	\$0	\$403	\$159	\$961	\$760	\$330	\$303
Two Adults Both Working FT & 1 Child in Daycare	Required Income		Monthly Costs						
	Two Income Family Yearly Cost of Living	Hourly Wage	Childcare	Food	Health Care	Housing	Trans- portation	Other	Taxes
Carver Co.	\$80,036	\$19	\$1,547	\$916	\$567	\$1,394	\$894	\$559	\$793
State of MN	\$69,912	\$19	\$1,148	\$921	\$555	\$1,216	\$886	\$517	\$583

Source: DEED Cost of Living Tool

The cost of childcare reflected above was compared to the average weekly rates for family childcare programs and childcare centers in Minnesota as of April 2024, by Childcare Aware of MN. Rates for part-time and drop-in care may be higher than those listed (Table 17).

Table 17. Metro Childcare Weekly Rates 2024	Daycare Center	Family Childcare Center
Infant	\$440.87	\$223.28
Toddler	\$386.16	\$212.76
Preschool	\$332.92	\$201.33
School-age	\$296.08	\$176.83

Source Childcare Aware of MN, 2024 Cost of Care

C. STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS (SWOT) ANALYSIS

This SWOT Analysis was completed as a collaboration between the Community Development Department and the Economic Development Commission (EDC).

CHARACTERISTICS WITHIN CHANHASSEN'S BORDERS:	
Strengths: The strengths of a city are assessed by looking at characteristics internal to a city, and that impact how it might be viewed by potential businesses, developers, or other economic agents. • Highly educated community where residents have both public and private educational options. • Full-time Fire Department. • Proximately to the major highway system and the availability of SW Prime. • Elevated quality of life with access to natural and abundant public amenities (parks, trails, lakes, etc.). • A high number of major attractions (Paisley Park, the Arboretum, and Chanhassen Dinner Theatre) with approximately 350,000 annual visitors. • Strong support from the Chamber of Commerce, Buy Chanhassen, the American Legion, the Lions, and two Rotary groups.	Weakness: These are also focused on the internal features of a city that have the potential to impact its marketability to businesses, developers, or other economic agents. Can be categorized as real, perceived, or areas of uncertainty. • Perceived as resistant to change and not development friendly. • Lack of attainable housing and rentals. • Lack of walkability, and bike-ability in the downtown. • High land and development costs. • Lack of developable land and the remaining parcels will be costly to develop/redevelop.
CHARACTERISTICS INSIDE AND OUTSIDE OF CHANHASSEN:	
Opportunities: A city's future opportunities are approached broadly and strategically. Opportunities are related to the physical elements of the city, market conditions, and real or perceived advantages for the city. • Infill and underutilized properties could be marketed to developers and other local investors (i.e., Mixed-Use). • Underutilized parking ramp downtown. • Youth and adult education, and incumbent worker training. • Location and connectivity to MSP and the MSP/St. Paul International Airport.	Threats: These can be categorized as real, perceived, or unknown. Understanding the underlying issues and causes of a threat, as well as minimizing their impacts, are methods by which their damage to a city can be mitigated. • High cost of housing and limited workforce housing. • Development, land, and building costs are high. • Lack of available workforce, transportation, and land. • Increasing interest rates. • Refinancing interest rates are high therefore people stay in their homes longer. • Neighboring cities have available land and areas for densification.

D. Strategic Action and Implementation Plan

The City of Chanhassen's 2040 Comprehensive Plan identified the many reasons why people choose to live and work in the city. These reasons included:

- A neighborly place with low crime rates,
- A downtown with many services, restaurants, and retail opportunities,
- Many community amenities and special attractions,
- A wide housing stock to accommodate all budgets and stages of life, and
- A large commercial base so residents can live and work in the community.

As a part of this three-year plan, it is important to build off these positive attributes as well as to identify new areas where economic development initiatives can be implemented. The incorporation of both aspects will allow the city to maintain its identity while continuing to grow.

Goal 1. Healthy Local Economy

Every business, job, and institution within the city relies on each other for success. Workers and jobs create ripple effects as people spend money on homes, local goods, and services. Businesses support the local economy through jobs and the potential for spin-off businesses. The city will continue to support businesses with the intention that their economic success will aid in the success of the overall city.

STRATEGY:

1. Create a business-friendly environment where current and future businesses are aware of staff, programs, and tools available to assist them through the various stages of business, from entrepreneurship to succession planning.
2. Attract employers who require employees to have a bachelor's degree or higher to utilize the available highly educated local workforce (Figure 4).

OBJECTIVE:

1. Continue the Business Retention and Expansion (BR&E) Program and Survey.
2. Educate the business community on the resources available to them.
3. Market incentives to attract high-wage/front-of-the-house jobs requiring at least a bachelor's degree or higher.

TACTIC:

1. Schedule monthly one-on-one meetings with local business owners and/or operators.
2. Businesses will be encouraged to complete the BR&E Survey and their responses will be compiled in the city's CRM software.
3. The "Businesses" section on the website will be built out to include tools and resources for local businesses.

Goal 2. Community for Life

The motto for the City of Chanhassen is “A community for life”, therefore the city must work to ensure the availability of a variety of housing opportunities for residents of all races/ethnicities, income levels, and stages of life. By growing and maintaining a variety of housing types and styles, more residents will be able to live and work in Chanhassen.

STRATEGY:

1. Retain Naturally Occurring Affordable Housing (NOAH) for renters and homeowners. NOAH refers to residential properties that are typically older housing stock which are less desirable and therefore more affordable for renting or purchasing.
2. Encourage zoning for a diversity of housing types and styles. Diverse housing types such as apartments, townhouses, and twin homes require less energy to build, heat, and cool, have a lower impact on the environment, and are generally more affordable.

OBJECTIVE:

1. Maintain the quality of existing naturally occurring affordable housing by providing funding to property owners to complete updates to their property while keeping it affordable to the community.
2. Promote density through planning initiatives such as mixed-use developments and/or increased density for development projects that contain a certain level of affordable units.

TACTIC:

1. Staff and the EDC will work with the Metropolitan Council (METC) to create a program that will aid local NOAH rental property owners in utilizing funds to complete updates to the property.
2. Staff will continue to share vacant or underutilized properties and their future zoning classifications with developers.
3. Future use of State of Minnesota Sales Tax Revenue to aid in affordable housing.

Goal 3. Sustainable Infrastructure

The purpose of sustainable infrastructure (roads, water, sewers, fiber, etc.) is to support the city’s current residents, but it will also benefit future generations. The city must be mindful as we maintain and develop infrastructure to ensure that the current and future needs of the community are met. A common development/developer dilemma is the high development fees associated with extending public water and sewer infrastructure.

STRATEGY:

1. Inform businesses and developers on the history of the city’s sewer and water infrastructure as well as on the current Sewer Availability Charge (SAC) and the Water Availability Charge (WAC) fee structure.

OBJECTIVE:

1. Educate property owners, developers, leasing agents, and business owners on the purpose of the SAC/WAC fee and how this could affect them as their business grows or as their property changes use in a way that creates more demand on the sewer and wastewater systems.

TACTIC:

1. Create a webpage and/or market current webpage(s) that provides information on the development fees for new and expanding businesses in Chanhassen.
2. Work with relevant departments to develop a policy related to the SAC/WAC fee so it's clear to the business community and property owners how the units are used, recorded, and/or reused.
3. Staff will market resources to property owners that can help mitigate the burden of these fees as their parcels change use or get significantly redeveloped.
4. Staff will review the city's policy for when and how it charges the city's portion of SAC/WAC fees for projects involving commercial tenant remodels.

Goal 4. Thoughtful Growth

By promoting thoughtful growth, the city can tailor new and infill projects to meet the long-term goals of the community. Building for the future of Chanhassen will prevent costly redevelopments in the future and lead to higher levels of resident satisfaction. Priority should be placed on identifying ways to increase density and local connections without compromising quality. A walkable city, with purposeful development choices, will accommodate the growing population and attract a younger generation of residents.

STRATEGY:

1. Increase knowledge of available commercial/industrial infill sites throughout the city.
2. Promote redevelopment of underutilized or under-performing parcels.
3. Increase community draw for new and existing residents by increasing convenient connections to neighborhood businesses.

OBJECTIVE:

1. Staff will identify and connect with commercial property owners to discuss the possibility of infill and/or redevelopment.
2. Staff will work to educate property owners on the location of utilities and how that could affect future development.
3. Increase pedestrian connections and focus on keeping amenities within a walkable distance.

TACTIC:

1. All commercial/industrial infill lots will be identified, and staff will contact the current owners of these parcels to discuss their plans for the site.
2. Staff will request that developers add or expand sidewalks and trails with the land use development or improvements.

3. Staff will work with developers to assess the City's comprehensive water and sewer plans to identify when opportunities may present themselves to spur development but which require an amendment to the city's comprehensive plan.

Goal 5. Community Development

The League of Minnesota Cities states the following about Community Development:

"Cities must constantly respond to a changing environment. To create vibrant places for residents to live, work, and play, cities regulate the use of land within their boundaries, use tools to assist in ensuring housing stock for residents, and to attract and support business for economic growth."

When community development is effective, there is less crime, less disparity between citizens, better jobs available, a more talented workforce, and fewer overall issues that impact residents. Community development doesn't necessarily solve problems in a city; but it will reduce problems and increase growth opportunities. Without community development, both economic and business development suffer greatly.

STRATEGY:

1. Increase the sense of community by celebrating local businesses.

OBJECTIVE:

1. Local businesses will work together to build an ecosystem where they feel supported by each other and the community.
2. Encourage residents to shop locally and support locally owned businesses.

TACTIC:

1. The city will aid in the promotion of a yearly Small Business Saturday event through business outreach and creating public-facing resources and branded materials.
2. Consider adding additional local business events such as Manufacturing or Restaurant Week or other programs that increase a positive business-friendly ecosystem.
3. The city will facilitate introductions between business owners and will add quarterly business meetings/tours.

E. Performance Evaluation Framework

A. Healthy Local Economy	Timeline	Tracking/Reporting
1. Schedule monthly one-on-one meetings with local business owners and/or operators.	On-Going	Annual Report
2. Businesses will be encouraged to complete the BR&E Survey and their responses will be compiled in the city's CRM Software.	On-Going	Annual Report
3. The "Businesses" section on the website will be built out to include tools and resources for local businesses.	12/2024	This will be presented to the EDC on or before November 2024
B. Community for Life	Timeline	Tracking/Reporting
1. Staff and the EDC will work with the Metropolitan Council (METC) to create a program that will aid local NOAH rental property owners in utilizing funds to complete updates to the property.	09/2024	This will be presented to the EDC on or before September 2024
2. Staff will continue to share vacant or underutilized properties and their future zoning classifications with developers.	On-Going	Annual Report
3. Future use of State of Minnesota Sales Tax Revenue to aid in affordable housing.	On-Going	Annual-Report
C. Sustainable Infrastructure	Timeline	Tracking/Reporting
1. Create a webpage and/or market current webpage(s) that provides information on the development fees for new and expanding businesses in Chanhassen.	06/2025	This will be presented to the EDC on or before July 2025
2. Work with relevant departments to develop a policy related to the SAC/WAC fee so it's clear to the business community and property owners how the units are used, recorded, and/or reused.	05/2024	This will be presented to the EDC and CC on or before July 2024
3. Staff will review the city's policy for when and how it charges the city's portion of SAC/WAC fees for projects involving commercial tenant remodels.	12/2024	This will be presented to the EDC on or before January 2025
4. Staff will market resources to property owners that can help mitigate the burden of these fees as their parcels change use or get significantly redeveloped.	On-Going	Annual Report
D. Thoughtful Growth	Timeline	Tracking/Reporting
1. All commercial/industrial infill lots will be identified, and staff will connect with the current owners of these parcels to discuss their plans for the site and potential use options.	12/2026	Annual Report
2. Staff will request that developers add or expand sidewalks and trails with the land use development or improvements.	On-Going	Annual Report
3. Staff will work with developers to assess the City's comprehensive water and sewer plans to identify when opportunities may present themselves to spur development, but which require an amendment to the city's comprehensive plan.	On-Going	Annual Report
E. Community Development	Timeline	Tracking/Reporting
1. The city will aid in the promotion of a yearly Small Business Saturday event through business outreach and creating public-facing resources and branded materials.	On-Going	Annual Report
2. Consider adding additional local business events such as Manufacturing or Restaurant Week or other programs that increase a positive business-friendly ecosystem.	On-Going	Annual Report
3. The city will work to introduce business owners to each other and will add quarterly business meetings/tours.	On-Going	Annual Report

F. Economic Resilience Plan

Resilience is an overarching theme that ties an economic development plan together. The resilience of a community or an economy is defined as *“the capability to anticipate risk, limit impact, and bounce back rapidly through survival, adaptability, evolution, and growth in the face of turbulent change”* (NADO Research Foundation) and the Federal Economic Development Administration (EDA) also defines economic resiliency as *“the ability of an area to prevent, withstand, and quickly recover from major disturbances to its underlying economic base.”*

Staff has identified the following strategies to aid the business community and residents with a higher level of resiliency:

1. Promote public and private investments in the community to promote and sustain the creation and retention of local businesses.
2. Create more opportunities for entrepreneurs to start new businesses.
3. Partner with the planning department to develop and implement areas within the 2050 Comprehensive Plan to promote balanced development including workforce housing and ownership options for young families and seniors to create intergenerational housing options.
4. Redevelop underutilized buildings, particularly targeting the Central Business District, to emphasize that Downtown Chanhassen is the core of our city, a year-round destination that offers dining, living, and shopping, as well as public gathering spaces and amenities.
5. Increase and modernize parking spaces downtown and utilize the existing parking provided by Southwest Transit.
6. Partner with the planning department to design and install wayfinding street signs that are more visible for drivers and easy to read that will inform about local tourist attractions and destinations.
7. Encouraging diversification of industries and sectors to reduce oversaturation of industries or businesses. This helps spread risks and enhances overall resilience.
8. Promoting innovation and the adoption of new technologies to drive economic growth and competitiveness.
9. Building partnerships with businesses, communities, and other stakeholders to create a collaborative and coordinated approach to economic resilience.

City Council Item

May 13, 2024



Item	Approve Claims Paid dated May 13, 2024	
File No.		Item No: D.16
Agenda Section	<u>CONSENT AGENDA</u>	
Prepared By	Danielle Washburn, Assistant Finance Director	
Reviewed By	Kelly Grinnell	

<u>SUGGESTED ACTION</u> "The Chanhassen City Council Approves Claims Paid dated May 13, 2024."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	Financial Sustainability

SUMMARY

BACKGROUND

DISCUSSION

The following claims are submitted for review and approval on May 13, 2024:

Total Claims \$1,376,166.94

BUDGET

RECOMMENDATION

ATTACHMENTS

[Payment Summary](#)

[Payment Detail](#)

Accounts Payable

Checks by Date - Summary



Vendor Name	Check Date	Void Checks	Check Amount
511TACTICAL.COM	03/18/2024	0.00	120.00
ALDI	03/18/2024	0.00	17.92
Amazon	03/18/2024	0.00	5,482.49
American Carnival Mart	03/18/2024	0.00	403.20
American Planning Association	03/18/2024	0.00	2,355.00
American Pleasure Products, LLC	03/18/2024	0.00	648.84
Apple.com	03/18/2024	0.00	0.99
Arrowwood Resort	03/18/2024	0.00	481.24
Bitly, Inc	03/18/2024	0.00	35.00
Caribou Coffee	03/18/2024	0.00	7.14
CDW Government	03/18/2024	0.00	345.00
Chipotle Mexican Grill	03/18/2024	0.00	220.27
Crooked Pint	03/18/2024	0.00	28.91
Cub Foods	03/18/2024	0.00	86.86
Davanni's	03/18/2024	0.00	784.07
DX Events	03/18/2024	0.00	6,980.04
Epic Event Rental	03/18/2024	0.00	749.32
Federal Aviation Administration	03/18/2024	0.00	10.00
Fleet Farm	03/18/2024	0.00	111.15
FotoGenic	03/18/2024	0.00	646.70
Framebridge	03/18/2024	0.00	151.03
FTD	03/18/2024	0.00	70.55
Full Source	03/18/2024	0.00	127.39
Government Finance Officers Association	03/18/2024	0.00	769.25
Grammarly	03/18/2024	0.00	900.00
Hal Leonard	03/18/2024	0.00	137.31
Home Depot	03/18/2024	0.00	985.61
Hopkins Glass and Shower	03/18/2024	0.00	610.67
Hotels.com	03/18/2024	0.00	367.20
IAM Trading Limited	03/18/2024	0.00	200.00
ICMA	03/18/2024	0.00	399.00
International Code Council	03/18/2024	0.00	125.00
Jamf Software, LLC	03/18/2024	0.00	4,210.00
Jersey Mike's Subs	03/18/2024	0.00	118.54
Jimmy Johns	03/18/2024	0.00	281.25
Joey Nova's	03/18/2024	0.00	493.27
John Guilfoil Public Relations LLC	03/18/2024	0.00	597.00
Kwik Trip	03/18/2024	0.00	15.46
Maddens on Gull Lake	03/18/2024	0.00	399.46
McMaster-Carr	03/18/2024	0.00	42.53
Menards	03/18/2024	0.00	84.58
Merlins Ace Hardware	03/18/2024	0.00	25.94
Metropolitan Council Environmental Services	03/18/2024	0.00	20,000.00
Michaels	03/18/2024	0.00	65.53

Vendor Name	Check Date	Void Checks	Check Amount
Microsoft	03/18/2024	0.00	192.00
Minnesota Nursery and Landscape	03/18/2024	0.00	460.00
Minnesota Rural Water Association	03/18/2024	0.00	275.00
Minnesota State Colleges and Universities	03/18/2024	0.00	800.00
MN American Water Works Association	03/18/2024	0.00	310.00
MN Department of Transportation	03/18/2024	0.00	153.23
MN Dept of Labor and Industry	03/18/2024	0.00	20.00
MN Government Finance Officers Association	03/18/2024	0.00	350.00
MN Recreation and Park Association	03/18/2024	0.00	159.00
National Fire Sprinkler Association	03/18/2024	0.00	50.00
Occupational Safety and Health Administration	03/18/2024	0.00	179.00
Office Max/Office Depot	03/18/2024	0.00	266.17
Panera Bread	03/18/2024	0.00	345.29
Party City	03/18/2024	0.00	148.58
Postmaster	03/18/2024	0.00	32.25
Sam's Club	03/18/2024	0.00	275.34
Schiroo Electrical	03/18/2024	0.00	895.96
Smartpress.com	03/18/2024	0.00	63.22
Southwest Metro Chamber of Commerce	03/18/2024	0.00	60.00
Southwest Newspapers	03/18/2024	0.00	61.00
Stampli	03/18/2024	0.00	1,362.00
Stratoguard, LLC	03/18/2024	0.00	230.56
Target	03/18/2024	0.00	185.70
TechSmith	03/18/2024	0.00	10.80
U of M Contlearning	03/18/2024	0.00	225.00
US Bank Rebate	03/18/2024	0.00	-3,617.21
Vics Bar & Grill	03/18/2024	0.00	45.86
When I work	03/18/2024	0.00	50.00
Yubico	03/18/2024	0.00	35.77
Zoho Corporation	03/18/2024	0.00	400.00
Zoom	03/18/2024	0.00	86.70
ABODIE PROPERTIES LLC	04/17/2024	0.00	229.83
ANDREW & MICHELE FLOR	04/17/2024	0.00	34.96
BURNET TITLE	04/17/2024	0.00	27.92
BURNET TITLE	04/17/2024	0.00	36.41
CARVER COUNTY LICENSE CENTER	04/17/2024	0.00	3,210.16
CENTERPOINT ENERGY MINNEGASCO	04/17/2024	0.00	6,147.06
CLA COMPANY INC	04/17/2024	0.00	8.77
DAVID & MARVIS DICKINSON	04/17/2024	0.00	32.80
GREGORY RENBERG	04/17/2024	0.00	194.81
LOEL & MARY JANE BROWN	04/17/2024	0.00	41.69
Matt Kerr	04/17/2024	0.00	82.81
MINNETONKA TITLE	04/17/2024	0.00	13.36
MN VALLEY ELECTRIC COOP	04/17/2024	0.00	295.80
REBECCA A. QUADE	04/17/2024	0.00	47.54
RESI SFR SUB LLC	04/17/2024	0.00	32.83
RESI SFR SUB LLC	04/17/2024	0.00	23.73
SUSAN G. CONZET	04/17/2024	0.00	13.17
THOMAS & KATHRYN BOARDER	04/17/2024	0.00	151.57
TRADEMARK TITLE SERVICES	04/17/2024	0.00	189.92
4 Paws Animal Control	04/18/2024	0.00	175.00
Abdo LLP	04/18/2024	0.00	26,000.00
ALLSTREAM	04/18/2024	0.00	592.69

Vendor Name	Check Date	Void Checks	Check Amount
ARAMARK Refreshment Services, LLC	04/18/2024	0.00	1,069.30
ASPEN MILLS	04/18/2024	0.00	74.51
BENEFIT EXTRAS INC	04/18/2024	0.00	411.25
CAMPBELL KNUTSON	04/18/2024	0.00	15,601.46
Carver County	04/18/2024	0.00	3,030.00
Compass Minerals America, Inc	04/18/2024	0.00	7,089.18
CONCRETE CUTTING & CORING INC	04/18/2024	0.00	62.68
CORPORATE MECHANICAL	04/18/2024	0.00	447.50
Earl F Andersen Inc	04/18/2024	0.00	237.65
Engel Water Testing Inc	04/18/2024	0.00	875.00
Ferguson Enterprises, Inc. #1657	04/18/2024	0.00	22.42
Ferguson Waterworks #2518	04/18/2024	0.00	1,411.63
FRANEK INCORPORATED	04/18/2024	0.00	272.56
Go Gymnastics	04/18/2024	0.00	1,935.00
GOPHER STATE ONE-CALL INC	04/18/2024	0.00	317.25
GRANICUS INC	04/18/2024	0.00	7,902.74
GREGG GESKE	04/18/2024	0.00	100.00
HAWKINS CHEMICAL	04/18/2024	0.00	33,593.26
Health Strategies	04/18/2024	0.00	509.00
HealthPartners, Inc.	04/18/2024	0.00	91,186.71
Heritage Shade Tree Consultants, Inc	04/18/2024	0.00	7,437.50
Hoops & Threads LLC	04/18/2024	0.00	50.00
INDEPENDENT SCHOOL DIST 112	04/18/2024	0.00	8,796.85
Indoor Landscapes Inc	04/18/2024	0.00	187.00
Innovative Office Solutions LLC	04/18/2024	0.00	58.88
Jasper Engineering & Equipment Co	04/18/2024	0.00	1,824.25
JEFFERSON FIRE SAFETY INC	04/18/2024	0.00	35,908.97
Jessica Williams	04/18/2024	0.00	200.00
K2 Electrical Services Inc	04/18/2024	0.00	810.00
Kerry Maus	04/18/2024	0.00	547.50
KORTERRA INC	04/18/2024	0.00	2,500.00
Lano Equipment	04/18/2024	0.00	161.26
Lockridge Grindal Nauen P.L.L.P	04/18/2024	0.00	3,333.33
Matheson Tri-Gas, Inc.	04/18/2024	0.00	241.80
MERLINS ACE HARDWARE	04/18/2024	0.00	512.30
METROPOLITAN COUNCIL	04/18/2024	0.00	230,855.78
Minnesota Safety Council	04/18/2024	0.00	782.00
Nuss Truck & Equipment	04/18/2024	0.00	9.01
NvoicePay	04/18/2024	0.00	727.40
PRECISE MRM LLC	04/18/2024	0.00	294.00
Premium Waters, Inc	04/18/2024	0.00	4.32
Pro-Tec Design, Inc.	04/18/2024	0.00	633.00
PULLTABS PLUS INC	04/18/2024	0.00	210.85
Shadywood Tree Experts and Landscaping	04/18/2024	0.00	5,185.00
SM HENTGES & SONS	04/18/2024	0.00	63,463.80
SMSC Organics Recycling Facility	04/18/2024	0.00	709.60
SOUTHWEST NEWS MEDIA	04/18/2024	0.00	829.16
SUMMIT FIRE PROTECTION	04/18/2024	0.00	860.00
WSB & ASSOCIATES INC	04/18/2024	0.00	42,911.93
CenturyLink	04/24/2024	0.00	59.85
Marco Inc	04/24/2024	0.00	735.00
MN VALLEY ELECTRIC COOP	04/24/2024	0.00	140.94
XCEL ENERGY INC	04/24/2024	0.00	2,080.90

Vendor Name	Check Date	Void Checks	Check Amount
Advanced Engineering & Environmental Services, LLC	04/25/2024	0.00	671.50
ALERT ALL CORPORATION	04/25/2024	0.00	1,278.00
BAY WEST	04/25/2024	0.00	2,077.56
Beth Larson	04/25/2024	0.00	30.00
BROADWAY AWARDS	04/25/2024	0.00	174.50
Carver County	04/25/2024	0.00	3,450.00
Cintas Corporation No. 2	04/25/2024	0.00	251.45
CORE & MAIN LP	04/25/2024	0.00	573.36
David Jones	04/25/2024	0.00	125.00
Ferguson Waterworks #2518	04/25/2024	0.00	3,098.62
FleetPride, Inc.	04/25/2024	0.00	705.88
Hagen Holdings, LLC	04/25/2024	0.00	100.00
HANSEN THORP PELLINEN OLSON	04/25/2024	0.00	13,302.15
Juli Al-Hilwani	04/25/2024	0.00	538.00
KIMLEY HORN AND ASSOCIATES INC	04/25/2024	0.00	1,931.25
Lawson Products, Inc.	04/25/2024	0.00	91.92
Life Support Innovations LLC	04/25/2024	0.00	672.10
MACQUEEN EQUIPMENT	04/25/2024	0.00	151.95
Magney Construction, Inc.	04/25/2024	0.00	11,500.00
Milestone Auto Inc.	04/25/2024	0.00	300.00
Minnesota UC Fund	04/25/2024	0.00	13,113.10
NAPA AUTO & TRUCK PARTS	04/25/2024	0.00	108.70
Nuss Truck & Equipment	04/25/2024	0.00	48.23
NYSTROM PUBLISHING COMPANY INC	04/25/2024	0.00	6,991.60
POWERPLAN OIB	04/25/2024	0.00	172.06
Rent N Save Portable Services	04/25/2024	0.00	1,066.00
Schwickert Company	04/25/2024	0.00	45,089.00
SEH	04/25/2024	0.00	31,682.11
Shadywood Tree Experts and Landscaping	04/25/2024	0.00	11,445.00
Shelly Nahan	04/25/2024	0.00	1,032.00
SHERWIN WILLIAMS	04/25/2024	0.00	45.45
SRF CONSULTING GROUP INC	04/25/2024	0.00	46,370.29
Storms Welding & Mfg, Inc.	04/25/2024	0.00	36.60
Taylor Electric Company, LLC	04/25/2024	0.00	750.00
TFORCE FINAL MILE	04/25/2024	0.00	66.77
The Toonies, LLC	04/25/2024	0.00	425.00
Waste Management of Minnesota, Inc	04/25/2024	0.00	1,407.87
WSB & ASSOCIATES INC	04/25/2024	0.00	3,864.00
Heritage Shade Tree Consultants, Inc	04/29/2024	0.00	7,406.25
CCP NI MASTER TENANT 4 LLC	05/01/2024	0.00	6,741.24
CENTURYLINK	05/01/2024	0.00	1,757.32
Diversified Drainage	05/01/2024	0.00	190,842.89
ECM PUBLISHERS INC	05/01/2024	0.00	72.00
IUOE Local #49	05/01/2024	0.00	630.00
Jodi Sarles	05/01/2024	0.00	300.00
MN NCPERS LIFE INSURANCE	05/01/2024	0.00	144.00
MN VALLEY ELECTRIC COOP	05/01/2024	0.00	7,299.08
Nokomis Energy, LLC	05/01/2024	0.00	5,488.08
Potentia MN Solar	05/01/2024	0.00	9,076.77
Rachel Arsenault	05/01/2024	0.00	28.00
USA BLUE BOOK	05/01/2024	0.00	2,636.44
VERIZON WIRELESS	05/01/2024	0.00	5,523.18
XCEL ENERGY INC	05/01/2024	0.00	25,168.39

Vendor Name	Check Date	Void Checks	Check Amount
Aladtec	05/02/2024	0.00	4,274.00
American Family Life Assurance Company of Columbus	05/02/2024	0.00	124.80
Barr Engineering Company	05/02/2024	0.00	2,334.50
BOLTON & MENK INC	05/02/2024	0.00	128.00
Boyer Ford Trucks	05/02/2024	0.00	88.03
BRYAN ROCK PRODUCTS INC	05/02/2024	0.00	578.90
Colonial Life & Accident Insurance Co	05/02/2024	0.00	189.54
COMPUTER INTEGRATION TECHN.	05/02/2024	0.00	594.00
Custom Hose Tech, Inc.	05/02/2024	0.00	150.92
DALCO ENTERPRISES, INC.	05/02/2024	0.00	1,249.19
DELEGARD TOOL COMPANY	05/02/2024	0.00	21.49
Earl F Andersen Inc	05/02/2024	0.00	560.10
Edina Heating & Cooling Inc	05/02/2024	0.00	6,615.00
FACTORY MOTOR PARTS COMPANY	05/02/2024	0.00	238.71
Ferguson Waterworks #2518	05/02/2024	0.00	5,130.15
Fidelity Security Life	05/02/2024	0.00	315.18
Frost Inc	05/02/2024	0.00	10,291.96
HANSEN THORP PELLINEN OLSON	05/02/2024	0.00	4,103.75
HAWKINS CHEMICAL	05/02/2024	0.00	20.00
Heritage Shade Tree Consultants, Inc	05/02/2024	0.00	6,000.00
HOISINGTON KOEGLER GROUP	05/02/2024	0.00	37,194.60
Holt Tour and Charter Inc	05/02/2024	0.00	850.00
Innovative Office Solutions LLC	05/02/2024	0.00	104.79
Joseph Alvarez	05/02/2024	0.00	96.42
Karen Jeapes	05/02/2024	0.00	260.00
Kelly Liesmaki	05/02/2024	0.00	25,500.00
KENNEDY & GRAVEN, CHARTERED	05/02/2024	0.00	132.00
KIMLEY HORN AND ASSOCIATES INC	05/02/2024	0.00	48,952.03
MACQUEEN EQUIPMENT	05/02/2024	0.00	484.00
METROPOLITAN COUNCIL	05/02/2024	0.00	450.00
Minneapolis Oxygen Company	05/02/2024	0.00	73.23
MN FIRE SERVICE CERTIFICATION BOARD	05/02/2024	0.00	252.00
My Appliance Source	05/02/2024	0.00	4,285.89
NAPA AUTO & TRUCK PARTS	05/02/2024	0.00	846.89
OPG-3, Inc	05/02/2024	0.00	37,852.50
Pioneer Research Corporation	05/02/2024	0.00	1,264.46
Pro-Tec Design, Inc.	05/02/2024	0.00	102.00
Reem Danial	05/02/2024	0.00	302.40
Rochon Corporation	05/02/2024	0.00	7,910.08
Senja Inc	05/02/2024	0.00	211.20
Shadywood Tree Experts and Landscaping	05/02/2024	0.00	11,629.67
SHERWIN WILLIAMS	05/02/2024	0.00	118.17
Sun Life Financial	05/02/2024	0.00	3,660.82
TimeSaver Off Site Secretarial, Inc	05/02/2024	0.00	650.00
US Home Corporation	05/02/2024	0.00	7,500.00
VIKING INDUSTRIAL CENTER	05/02/2024	0.00	189.89
ZACK'S INC.	05/02/2024	0.00	2,838.98

Report Total:

1,376,166.94

AP

Check Detail



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Last Name	Acct 1	Amount	Check Date	Description
4 Paws Animal Control	101-1220-4580	175.00	4/18/2024	Animal Control Services-March 2024
		175.00	4/18/2024	
4 Paws Animal Control		175.00		
511TACTICAL.COM	101-1220-4240	120.00	3/18/2024	Duty Boots
		120.00	3/18/2024	
511TACTICAL.COM		120.00		
Abdo LLP	101-1130-4301	26,000.00	4/18/2024	Audit Services - Fiscal Year 2023
		26,000.00	4/18/2024	
Abdo LLP		26,000.00		
ABODIE PROPERTIES LLC	700-0000-2020	65.79	4/17/2024	Refund Check 104287-000, 8047 CHEYENNE AVENUE
ABODIE PROPERTIES LLC	701-0000-2020	113.34	4/17/2024	Refund Check 104287-000, 8047 CHEYENNE AVENUE
ABODIE PROPERTIES LLC	720-0000-2020	46.85	4/17/2024	Refund Check 104287-000, 8047 CHEYENNE AVENUE
ABODIE PROPERTIES LLC	700-0000-2020	3.85	4/17/2024	Refund Check 104287-000, 8047 CHEYENNE AVENUE
		229.83	4/17/2024	
ABODIE PROPERTIES LLC		229.83		
Advanced Engineering & Environmental Services, LLC	701-0000-4551	335.75	4/25/2024	troubleshooting LS8
Advanced Engineering & Environmental Services, LLC	700-0000-4550	335.75	4/25/2024	troubleshooting well3 and radio upgrade

Last Name	Acct 1	Amount	Check Date	Description
		671.50	4/25/2024	
Advanced Engineering & Environmental Services, LLC		671.50		
Aladtec	101-1220-4237	4,274.00	5/2/2024	Aladtec Subscription - Annual
		4,274.00	5/2/2024	
Aladtec		4,274.00		
ALDI	101-1220-4290	17.92	3/18/2024	Personal Charge - Reimbursed receipt #581334
		17.92	3/18/2024	
ALDI		17.92		
ALERT ALL CORPORATION	101-1220-4144	1,278.00	4/25/2024	Pub Ed & Open House Merch
		1,278.00	4/25/2024	
ALERT ALL CORPORATION		1,278.00		
Al-Hilwani Juli	101-1539-4343	253.00	4/25/2024	FFL and 3 PB Lessons
Al-Hilwani Juli	101-1530-4347	285.00	4/25/2024	Susan Bode 10 pack purchased 2023
		538.00	4/25/2024	
Al-Hilwani Juli		538.00		
ALLSTREAM	101-1160-4310	592.69	4/18/2024	Mitel Phone System Maint 5/18-6/17
		592.69	4/18/2024	
ALLSTREAM		592.69		
Alvarez Joseph	101-0000-2033	96.42	5/2/2024	Refund duplicate payment-permit 2024-00933

Last Name	Acct 1	Amount	Check Date	Description
		96.42	5/2/2024	
Alvarez Joseph		96.42		
Amazon	720-7202-4130	223.50	3/18/2024	Reusable Food Wraps Trees of MN Guide Dryer Balls
Amazon	700-0000-4150	40.13	3/18/2024	GF Hand Sanitizing Wipes
Amazon	101-1120-4110	69.89	3/18/2024	Retractable Badge Reels
Amazon	101-1160-4530	444.44	3/18/2024	Replacement camera for failed city hall entry way
Amazon	101-1220-4260	450.17	3/18/2024	Reciprocating Saw
Amazon	101-1110-4372	32.53	3/18/2024	Planters Nut Potato Chips Kind Minis
Amazon	701-0000-4150	40.13	3/18/2024	GF Hand Sanitizing Wipes
Amazon	101-1160-4530	213.62	3/18/2024	back-ups 1 for Fire Station and 1 for Mechanics
Amazon	101-1120-4110	11.75	3/18/2024	Plastic knives break room
Amazon	101-1170-4121	189.98	3/18/2024	Admin mini fridge
Amazon	101-1612-4130	516.00	3/18/2024	Easter Supplies: Candy-filled eggs
Amazon	101-1160-4207	12.16	3/18/2024	Sewer Video Televising Access Fee - Jan
Amazon	101-1120-4110	447.76	3/18/2024	Toner parks printer
Amazon	700-7043-4510	30.59	3/18/2024	MW WWTP Paper Towels
Amazon	101-1160-4530	55.56	3/18/2024	iPhone case for Adam Beers
Amazon	101-1120-4210	53.94	3/18/2024	1st 90 days books
Amazon	101-1220-4142	90.15	3/18/2024	Radio Strap
Amazon	101-1701-4130	14.98	3/18/2024	Temporary Tattoos
Amazon	101-1160-4134	96.95	3/18/2024	patch cables PW network closet
Amazon	101-1160-4530	8.98	3/18/2024	PW MultiPurpose Computer connection
Amazon	101-1160-4133	205.66	3/18/2024	QNAP rail mounts for new NAS s
Amazon	700-0000-4140	16.25	3/18/2024	BM Truck 314 Phone Mount
Amazon	101-1220-4140	56.98	3/18/2024	UTV Cargo Net
Amazon	101-1120-4110	18.54	3/18/2024	Frames retirement gift DJ
Amazon	101-1160-4132	59.99	3/18/2024	Small Keyboard for Eric Tessman
Amazon	701-0000-4140	16.25	3/18/2024	BM Truck 314 Phone Mount
Amazon	101-1120-4110	9.44	3/18/2024	Dry Erase markers
Amazon	700-7025-4706	155.99	3/18/2024	Monitor with better resolution for Scada System
Amazon	101-1220-4260	202.99	3/18/2024	Tripod Light
Amazon	101-1120-4260	209.57	3/18/2024	Display screen
Amazon	101-1160-4134	41.29	3/18/2024	Patch cables for PW network closet
Amazon	101-1160-4530	34.67	3/18/2024	Monitor Cables and Streets TV Cable
Amazon	101-1320-4120	215.60	3/18/2024	LED Lights for Plow Trucks
Amazon	101-1120-4110	17.98	3/18/2024	Clear ID Badge Holders - Encrypted Cards
Amazon	101-1160-4132	29.99	3/18/2024	Laptop backpack for Donovan
Amazon	101-1120-4110	14.99	3/18/2024	Wall Calendar DEL
Amazon	101-1120-4110	20.79	3/18/2024	Letter sized laminating sleeves 3 mil

Last Name	Acct 1	Amount	Check Date	Description
Amazon	101-1120-4110	33.95	3/18/2024	letter sized laminating sleeves 5 mil
Amazon	101-1120-4110	25.09	3/18/2024	Catalog envelopes
Amazon	101-1120-4110	18.98	3/18/2024	AAA Batteries supply room
Amazon	701-0000-4240	124.20	3/18/2024	GF Latex Gloves
Amazon	101-1180-4110	23.40	3/18/2024	Bleach Wipes 6 Election bins
Amazon	101-1160-4134	26.90	3/18/2024	patch cables PW closet
Amazon	101-1220-4140	40.97	3/18/2024	"Reflective Lettering ""RIT"" for Engine"
Amazon	101-1160-4530	7.99	3/18/2024	iPhone 13 screen protectors
Amazon	101-1120-4110	13.50	3/18/2024	Dry Erase Markers general
Amazon	700-0000-4705	389.29	3/18/2024	Replacement UPC for failed unit at well 8
Amazon	101-1120-4110	408.04	3/18/2024	Toner parks printer
		5,482.49	3/18/2024	
Amazon		5,482.49		
American Carnival Mart	101-1612-4130	403.20	3/18/2024	Easter Supplies: Candy-filled eggs
		403.20	3/18/2024	
American Carnival Mart		403.20		
American Family Life Assurance Company of Columbus	101-0000-2008	124.80	5/2/2024	AFLAC-April 2024
		124.80	5/2/2024	
American Family Life Assurance Company of Columbus		124.80		
American Planning Association	101-1420-4370	785.00	3/18/2024	APA National Conference Registration R Arsenault
American Planning Association	101-1420-4370	785.00	3/18/2024	APA National Registration Rachel Jeske
American Planning Association	101-1420-4370	785.00	3/18/2024	APA National Conference Registration E Maass
		2,355.00	3/18/2024	
American Planning Association		2,355.00		
American Pleasure Products, LLC	101-1550-4530	648.84	3/18/2024	GB Paddle Boat (Repair)

Last Name	Acct 1	Amount	Check Date	Description
		648.84	3/18/2024	
American Pleasure Products, LLC		648.84		
Apple.com	101-1220-4310	0.99	3/18/2024	Apple Storage - Final Invoice
		0.99	3/18/2024	
Apple.com		0.99		
ARAMARK Refreshment Services, LLC	101-1120-4110	678.78	4/18/2024	City hall coffee- bldg admin sr center
ARAMARK Refreshment Services, LLC	101-1120-4110	181.13	4/18/2024	Public Works Coffee Supplies
ARAMARK Refreshment Services, LLC	101-1120-4110	209.39	4/18/2024	CFD Coffee Supplies
		1,069.30	4/18/2024	
ARAMARK Refreshment Services, LLC		1,069.30		
Arrowwood Resort	101-1220-4381	481.24	3/18/2024	Lodging for fire officer school - FF Boote
		481.24	3/18/2024	
Arrowwood Resort		481.24		
Arsenault Rachel	101-1420-4381	28.00	5/1/2024	Parking APA National Conference
		28.00	5/1/2024	
Arsenault Rachel		28.00		
ASPEN MILLS	101-1220-4240	14.85	4/18/2024	Leather Name Tag for Murphree
ASPEN MILLS	101-1220-4240	59.66	4/18/2024	Class B Uniform Pants for Erdmann
		74.51	4/18/2024	

Last Name	Acct 1	Amount	Check Date	Description
ASPEN MILLS		74.51		
Barr Engineering Company	700-7025-4300	2,334.50	5/2/2024	Well #10 & 12 Rehab
		2,334.50	5/2/2024	
Barr Engineering Company		2,334.50		
BAY WEST	720-7207-4570	2,077.56	4/25/2024	Consulting for diesel spills on lake dr
		2,077.56	4/25/2024	
BAY WEST		2,077.56		
BENEFIT EXTRAS INC	101-0000-2012	221.25	4/18/2024	Monthly Cobra Administration/Billing
BENEFIT EXTRAS INC	101-1120-4351	190.00	4/18/2024	Cobra letters/Monthly Participation
		411.25	4/18/2024	
BENEFIT EXTRAS INC		411.25		
Bitly, Inc	101-1125-4360	35.00	3/18/2024	Online Subscription for short URLs
		35.00	3/18/2024	
Bitly, Inc		35.00		
BOARDER THOMAS & KATHRYN	720-0000-2020	14.37	4/17/2024	Refund Check 097630-000, 1001 CARVER BEACH ROAD
BOARDER THOMAS & KATHRYN	700-0000-2020	47.82	4/17/2024	Refund Check 097630-000, 1001 CARVER BEACH ROAD
BOARDER THOMAS & KATHRYN	700-0000-2020	1.18	4/17/2024	Refund Check 097630-000, 1001 CARVER BEACH ROAD
BOARDER THOMAS & KATHRYN	701-0000-2020	88.20	4/17/2024	Refund Check 097630-000, 1001 CARVER BEACH ROAD
		151.57	4/17/2024	
BOARDER THOMAS & KATHRYN		151.57		
BOLTON & MENK INC	700-6051-4300	14.08	5/2/2024	#23-01 Water @11%

Last Name	Acct 1	Amount	Check Date	Description
BOLTON & MENK INC	720-6051-4300	15.36	5/2/2024	#23-01 Storm @12%
BOLTON & MENK INC	601-6051-4300	93.44	5/2/2024	#23-01 PMP @73%
BOLTON & MENK INC	701-6051-4300	5.12	5/2/2024	#23-01 Sanitary @4%
		128.00	5/2/2024	
BOLTON & MENK INC		128.00		
Boyer Ford Trucks	101-1320-4140	88.03	5/2/2024	Truck Parts
		88.03	5/2/2024	
Boyer Ford Trucks		88.03		
BROADWAY AWARDS	101-1110-4375	174.50	4/25/2024	Maple Leaf Awards for PRC Commissioners
		174.50	4/25/2024	
BROADWAY AWARDS		174.50		
BROWN LOEL & MARY JANE	720-0000-2020	14.38	4/17/2024	Refund Check 096220-018, 901 CARVER BEACH ROAD
BROWN LOEL & MARY JANE	700-0000-2020	11.54	4/17/2024	Refund Check 096220-018, 901 CARVER BEACH ROAD
BROWN LOEL & MARY JANE	701-0000-2020	14.60	4/17/2024	Refund Check 096220-018, 901 CARVER BEACH ROAD
BROWN LOEL & MARY JANE	700-0000-2020	1.17	4/17/2024	Refund Check 096220-018, 901 CARVER BEACH ROAD
		41.69	4/17/2024	
BROWN LOEL & MARY JANE		41.69		
BRYAN ROCK PRODUCTS INC	101-1160-4150	578.90	5/2/2024	ball field aglime
		578.90	5/2/2024	
BRYAN ROCK PRODUCTS INC		578.90		
BURNET TITLE	700-0000-2020	1.05	4/17/2024	Refund Check 103823-001, 1505 HEMLOCK WAY
BURNET TITLE	701-0000-2020	12.41	4/17/2024	Refund Check 103823-001, 1505 HEMLOCK WAY
BURNET TITLE	720-0000-2020	12.86	4/17/2024	Refund Check 103823-001, 1505 HEMLOCK WAY

Last Name	Acct 1	Amount	Check Date	Description
BURNET TITLE	700-0000-2020	10.09	4/17/2024	Refund Check 103823-001, 1505 HEMLOCK WAY
BURNET TITLE	700-0000-2020	10.44	4/17/2024	Refund Check 098466-000, 2171 BANEBERRY WAY W
BURNET TITLE	720-0000-2020	1.85	4/17/2024	Refund Check 098466-000, 2171 BANEBERRY WAY W
BURNET TITLE	701-0000-2020	14.46	4/17/2024	Refund Check 098466-000, 2171 BANEBERRY WAY W
BURNET TITLE	700-0000-2020	1.17	4/17/2024	Refund Check 098466-000, 2171 BANEBERRY WAY W
		64.33	4/17/2024	
BURNET TITLE		64.33		
CAMPBELL KNUTSON	101-0000-2076	1,860.00	4/18/2024	594-1288 invoice for Roers payable by Roers invoice
CAMPBELL KNUTSON	101-0000-2076	520.00	4/18/2024	594-126 invoice for Avienda Townhoomes to bill to Avienda Escrow
CAMPBELL KNUTSON	601-6040-4701	166.25	4/18/2024	Galpin ROW-City portion
CAMPBELL KNUTSON	101-1140-4302	12,888.96	4/18/2024	Legal services-March 2024
CAMPBELL KNUTSON	601-6140-4701	166.25	4/18/2024	Galpin ROW-County portion
		15,601.46	4/18/2024	
CAMPBELL KNUTSON		15,601.46		
Caribou Coffee	101-1123-4381	7.14	3/18/2024	Meeting with Hope House Team
		7.14	3/18/2024	
Caribou Coffee		7.14		
Carver County	101-1120-4807	28.00	4/18/2024	Property Tax-25.1310321
Carver County	101-1120-4807	2.00	4/18/2024	Property Tax-25.6010030
Carver County	101-1550-4300	3,000.00	4/18/2024	Purchasing fence from County for Powers Blvd replacement
		3,030.00	4/18/2024	
Carver County	101-1210-4300	3,450.00	4/25/2024	Liquor License renewal background checks
		3,450.00	4/25/2024	
Carver County		6,480.00		
CARVER COUNTY LICENSE CENTER	400-4108-4704	3,210.16	4/17/2024	414 License & Registration

Last Name	Acct 1	Amount	Check Date	Description
		3,210.16	4/17/2024	
CARVER COUNTY LICENSE CENTER		3,210.16		
CCP NI MASTER TENANT 4 LLC	700-7019-4320	1,652.37	5/1/2024	Electric Charges
CCP NI MASTER TENANT 4 LLC	700-0000-4320	103.92	5/1/2024	Electric Charges
CCP NI MASTER TENANT 4 LLC	101-1350-4320	2,953.41	5/1/2024	Electric Charges
CCP NI MASTER TENANT 4 LLC	101-1120-1193	113.10	5/1/2024	Electric Charges
CCP NI MASTER TENANT 4 LLC	101-1600-4320	27.12	5/1/2024	Electric Charges
CCP NI MASTER TENANT 4 LLC	101-1540-4320	332.15	5/1/2024	Electric Charges
CCP NI MASTER TENANT 4 LLC	701-0000-4320	1,205.48	5/1/2024	Electric Charges
CCP NI MASTER TENANT 4 LLC	101-1550-4320	353.69	5/1/2024	Electric Charges
		6,741.24	5/1/2024	
CCP NI MASTER TENANT 4 LLC		6,741.24		
CDW Government	101-1160-4131	345.00	3/18/2024	Getac Office Dock for Building Dept
		345.00	3/18/2024	
CDW Government		345.00		
CENTERPOINT ENERGY MINNEGASCO	101-1170-4321	814.04	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1530-4321	192.53	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	700-7019-4321	393.79	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1190-4321	1,360.82	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1312-4321	1,245.22	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	700-0000-4321	210.34	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1550-4321	289.32	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	701-0000-4321	185.79	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1220-4321	581.49	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	101-1600-4321	22.10	4/17/2024	Gas Charges
CENTERPOINT ENERGY MINNEGASCO	700-7043-4321	851.62	4/17/2024	Gas Charges
		6,147.06	4/17/2024	

Last Name	Acct 1	Amount	Check Date	Description
CENTERPOINT ENERGY MINNEGASCO		6,147.06		
CenturyLink	700-7043-4310	59.85	4/24/2024	Telephone & Communication Charges
		59.85	4/24/2024	
CENTURYLINK	700-0000-4310	15.51	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1350-4310	30.84	5/1/2024	Telephone & Communication Charges
CENTURYLINK	701-0000-4310	15.51	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1190-4310	123.64	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1120-4310	49.34	5/1/2024	Telephone & Communication Charges
CENTURYLINK	701-0000-4310	6.17	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1540-4310	61.82	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1550-4310	30.84	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1160-4325	250.78	5/1/2024	Telephone & Communication Charges
CENTURYLINK	700-7019-4310	215.69	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1160-4325	125.77	5/1/2024	Telephone & Communication Charges
CENTURYLINK	101-1170-4310	825.24	5/1/2024	Telephone & Communication Charges
CENTURYLINK	700-0000-4310	6.17	5/1/2024	Telephone & Communication Charges
		1,757.32	5/1/2024	
CENTURYLINK		1,817.17		
Chipotle Mexican Grill	101-1110-4372	220.27	3/18/2024	2-12-24 Council meal taco bar
		220.27	3/18/2024	
Chipotle Mexican Grill		220.27		
Cintas Corporation No. 2	101-1312-4510	228.05	4/25/2024	First aid kit supplies
Cintas Corporation No. 2	101-1312-4510	23.40	4/25/2024	safety supplies
		251.45	4/25/2024	
Cintas Corporation No. 2		251.45		
CLA COMPANY INC	700-0000-2020	2.52	4/17/2024	Refund Check 009046-000, 7319 FAWN HILL ROAD
CLA COMPANY INC	701-0000-2020	6.25	4/17/2024	Refund Check 009046-000, 7319 FAWN HILL ROAD

Last Name	Acct 1	Amount	Check Date	Description
		8.77	4/17/2024	
CLA COMPANY INC		8.77		
Colonial Life & Accident Insurance Co	700-0000-2008	106.50	5/2/2024	Colonial Life-April 2024
Colonial Life & Accident Insurance Co	701-0000-2008	45.84	5/2/2024	Colonial Life-April 2024
Colonial Life & Accident Insurance Co	101-0000-2008	37.20	5/2/2024	Colonial Life-April 2024
		189.54	5/2/2024	
Colonial Life & Accident Insurance Co		189.54		
Compass Minerals America, Inc	101-1320-4156	2,912.61	4/18/2024	Road salt
Compass Minerals America, Inc	101-1320-4156	4,176.57	4/18/2024	Road salt
		7,089.18	4/18/2024	
Compass Minerals America, Inc		7,089.18		
COMPUTER INTEGRATION TECHN.	101-1160-4211	105.20	5/2/2024	Office365 Add On Licenses
COMPUTER INTEGRATION TECHN.	101-1160-4211	488.80	5/2/2024	Office365 Monthly Backup Service
		594.00	5/2/2024	
COMPUTER INTEGRATION TECHN.		594.00		
CONCRETE CUTTING & CORING INC	101-1550-4120	62.68	4/18/2024	chainsaw parts
		62.68	4/18/2024	
CONCRETE CUTTING & CORING INC		62.68		
CONZET SUSAN G.	720-0000-2020	1.83	4/17/2024	Refund Check 011607-000, 947 SANTA VERA DRIVE
CONZET SUSAN G.	700-0000-2020	2.97	4/17/2024	Refund Check 011607-000, 947 SANTA VERA DRIVE
CONZET SUSAN G.	701-0000-2020	7.59	4/17/2024	Refund Check 011607-000, 947 SANTA VERA DRIVE
CONZET SUSAN G.	700-0000-2020	0.78	4/17/2024	Refund Check 011607-000, 947 SANTA VERA DRIVE

Last Name	Acct 1	Amount	Check Date	Description
		13.17	4/17/2024	
CONZET SUSAN G.		13.17		
CORE & MAIN LP	700-0000-4550	573.36	4/25/2024	water parts
		573.36	4/25/2024	
CORE & MAIN LP		573.36		
CORPORATE MECHANICAL	101-1312-4510	447.50	4/18/2024	service gas detection system
		447.50	4/18/2024	
CORPORATE MECHANICAL		447.50		
Crooked Pint	101-1123-4381	9.58	3/18/2024	Chamber Ambassador Meeting/Lunch
Crooked Pint	101-1123-4381	19.33	3/18/2024	First Responders Planning Meeting
		28.91	3/18/2024	
Crooked Pint		28.91		
Cub Foods	101-1560-4112	46.60	3/18/2024	Valentine Lunch food/paper products
Cub Foods	101-1120-4110	31.92	3/18/2024	Water fountain conference room
Cub Foods	700-7019-4160	8.34	3/18/2024	JC EWTP Cub Distilled Water
		86.86	3/18/2024	
Cub Foods		86.86		
Custom Hose Tech, Inc.	101-1550-4120	150.92	5/2/2024	Hydraulic Couplers
		150.92	5/2/2024	

Last Name	Acct 1	Amount	Check Date	Description
Custom Hose Tech, Inc.		150.92		
DALCO ENTERPRISES, INC.	101-1120-4110	246.24	5/2/2024	roll towel
DALCO ENTERPRISES, INC.	101-1120-4110	1,002.95	5/2/2024	bath tissue/hand towel/liner
		1,249.19	5/2/2024	
DALCO ENTERPRISES, INC.		1,249.19		
Danial Reem	101-1539-4343	302.40	5/2/2024	Zumba instruction 4242.119
		302.40	5/2/2024	
Danial Reem		302.40		
Davanni's	101-1701-4112	784.07	3/18/2024	Sweetheart Dance dinner
		784.07	3/18/2024	
Davanni's		784.07		
DELEGARD TOOL COMPANY	101-1370-4260	21.49	5/2/2024	Clip Pad
		21.49	5/2/2024	
DELEGARD TOOL COMPANY		21.49		
DICKINSON DAVID & MARVIS	700-0000-2020	10.76	4/17/2024	Refund Check 100621-000, 7661 NICHOLAS WAY
DICKINSON DAVID & MARVIS	720-0000-2020	2.46	4/17/2024	Refund Check 100621-000, 7661 NICHOLAS WAY
DICKINSON DAVID & MARVIS	700-0000-2020	1.04	4/17/2024	Refund Check 100621-000, 7661 NICHOLAS WAY
DICKINSON DAVID & MARVIS	701-0000-2020	18.54	4/17/2024	Refund Check 100621-000, 7661 NICHOLAS WAY
		32.80	4/17/2024	
DICKINSON DAVID & MARVIS		32.80		
Diversified Drainage	410-4410-4751	190,842.89	5/1/2024	Lake Ann Park Preserve

Last Name	Acct 1	Amount	Check Date	Description
		190,842.89	5/1/2024	
Diversified Drainage		190,842.89		
DX Events	101-1534-4356	1,805.04	3/18/2024	Dance Competition
DX Events	101-1534-4356	5,175.00	3/18/2024	Dance Competition
		6,980.04	3/18/2024	
DX Events		6,980.04		
Earl F Andersen Inc	101-1320-4120	237.65	4/18/2024	drive cap for post pounder
		237.65	4/18/2024	
Earl F Andersen Inc	101-1320-4155	560.10	5/2/2024	street signs post
		560.10	5/2/2024	
Earl F Andersen Inc		797.75		
ECM PUBLISHERS INC	101-1120-4300	72.00	5/1/2024	Subscription to Sun Sailor-5 subscriptions for 3 yrs
		72.00	5/1/2024	
ECM PUBLISHERS INC		72.00		
Edina Heating & Cooling Inc	101-1312-4510	6,615.00	5/2/2024	Mini Split Installation server room
		6,615.00	5/2/2024	
Edina Heating & Cooling Inc		6,615.00		
Engel Water Testing Inc	700-0000-4300	875.00	4/18/2024	water samples
		875.00	4/18/2024	

Last Name	Acct 1	Amount	Check Date	Description
Engel Water Testing Inc		875.00		
Epic Event Rental	101-1600-4300	749.32	3/18/2024	Memorial Day Chairs
		749.32	3/18/2024	
Epic Event Rental		749.32		
FACTORY MOTOR PARTS COMPANY	101-1370-4170	238.71	5/2/2024	def fluid
		238.71	5/2/2024	
FACTORY MOTOR PARTS COMPANY		238.71		
Federal Aviation Adminstration	101-1220-4360	10.00	3/18/2024	FAA Drone Registration
		10.00	3/18/2024	
Federal Aviation Adminstration		10.00		
Ferguson Enterprises, Inc. #1657	701-0000-4150	11.21	4/18/2024	supplies for sewer repairs
Ferguson Enterprises, Inc. #1657	700-0000-4150	11.21	4/18/2024	supplies for water repairs
		22.42	4/18/2024	
Ferguson Enterprises, Inc. #1657		22.42		
Ferguson Waterworks #2518	700-0000-4120	444.27	4/18/2024	parts for hydrant meter
Ferguson Waterworks #2518	700-0000-4550	967.36	4/18/2024	fire hydrant extensions
		1,411.63	4/18/2024	
Ferguson Waterworks #2518	700-0000-4250	2,074.44	4/25/2024	2 inch water meter
Ferguson Waterworks #2518	101-1320-4240	150.00	4/25/2024	rain boots for Curtis
Ferguson Waterworks #2518	700-0000-4250	43.00	4/25/2024	water meter gaskets
Ferguson Waterworks #2518	700-0000-4550	831.18	4/25/2024	fire hydrant extensions

Last Name	Acct 1	Amount	Check Date	Description
		3,098.62	4/25/2024	
Ferguson Waterworks #2518	700-0000-4550	659.55	5/2/2024	curb stop supplies
Ferguson Waterworks #2518	700-0000-4550	1,060.60	5/2/2024	water main supplies
Ferguson Waterworks #2518	700-0000-4250	3,410.00	5/2/2024	1-1/2 water meters
		5,130.15	5/2/2024	
Ferguson Waterworks #2518		9,640.40		
Fidelity Security Life	700-0000-2007	15.75	5/2/2024	Vision Insurance-May 2024
Fidelity Security Life	101-0000-2007	283.69	5/2/2024	Vision Insurance-May 2024
Fidelity Security Life	720-0000-2007	6.63	5/2/2024	Vision Insurance-May 2024
Fidelity Security Life	701-0000-2007	9.11	5/2/2024	Vision Insurance-May 2024
		315.18	5/2/2024	
Fidelity Security Life		315.18		
Fleet Farm	101-1560-4112	111.15	3/18/2024	movie day and driver safety class snacks
		111.15	3/18/2024	
Fleet Farm		111.15		
FleetPride, Inc.	700-0000-4140	438.00	4/25/2024	Single Axel Fender
FleetPride, Inc.	700-0000-4140	267.88	4/25/2024	312 Fender
		705.88	4/25/2024	
FleetPride, Inc.		705.88		
FLOR ANDREW & MICHELE	720-0000-2020	7.79	4/17/2024	Refund Check 102790-000, 9130 EAGLE RIDGE ROAD
FLOR ANDREW & MICHELE	701-0000-2020	18.76	4/17/2024	Refund Check 102790-000, 9130 EAGLE RIDGE ROAD
FLOR ANDREW & MICHELE	700-0000-2020	0.64	4/17/2024	Refund Check 102790-000, 9130 EAGLE RIDGE ROAD
FLOR ANDREW & MICHELE	700-0000-2020	7.77	4/17/2024	Refund Check 102790-000, 9130 EAGLE RIDGE ROAD

Last Name	Acct 1	Amount	Check Date	Description
		34.96	4/17/2024	
FLOR ANDREW & MICHELE		34.96		
FotoGenic	101-1701-4345	646.70	3/18/2024	Sweetheart Dance photo booth
		646.70	3/18/2024	
FotoGenic		646.70		
Framebridge	101-1120-4300	151.03	3/18/2024	Employee relations - Don J Retirement
		151.03	3/18/2024	
Framebridge		151.03		
FRANEK INCORPORATED	101-1250-3301	272.56	4/18/2024	Canceled Permit - 7169 Purple Pkwy
		272.56	4/18/2024	
FRANEK INCORPORATED		272.56		
Frost Inc	400-0000-4705	10,291.96	5/2/2024	weed sprayer
		10,291.96	5/2/2024	
Frost Inc		10,291.96		
FTD	101-1120-4300	70.55	3/18/2024	Flowers for Jodi Sarles mother's funeral
		70.55	3/18/2024	
FTD		70.55		
Full Source	701-0000-4150	63.69	3/18/2024	BM Marking Paint
Full Source	700-0000-4150	63.70	3/18/2024	BM Marking Paint

Last Name	Acct 1	Amount	Check Date	Description
		127.39	3/18/2024	
Full Source		127.39		
GESKE GREGG	700-7204-4901	100.00	4/18/2024	Water Wise Rebate- Clothes Washer
		100.00	4/18/2024	
GESKE GREGG		100.00		
Go Gymnastics	101-1537-4343	1,222.50	4/18/2024	Spring Mini and Tiny Class
Go Gymnastics	101-1538-4343	712.50	4/18/2024	Spring Littles Class
		1,935.00	4/18/2024	
Go Gymnastics		1,935.00		
GOPHER STATE ONE-CALL INC	701-0000-4300	158.62	4/18/2024	March 2024 locates
GOPHER STATE ONE-CALL INC	700-0000-4300	158.63	4/18/2024	March 2024 locates
		317.25	4/18/2024	
GOPHER STATE ONE-CALL INC		317.25		
Government Finance Officers Association	101-1130-4301	445.00	3/18/2024	GFOA Budget Award Review Fees
Government Finance Officers Association	101-1130-4360	175.00	3/18/2024	GFOA CPFO Renewal - K Grinnell
Government Finance Officers Association	101-1130-4370	149.25	3/18/2024	GAAFR 2024 Edition
		769.25	3/18/2024	
Government Finance Officers Association		769.25		
Grammarly	101-1125-4229	900.00	3/18/2024	Grammarly subscription
		900.00	3/18/2024	

Last Name	Acct 1	Amount	Check Date	Description
Grammarly		900.00		
GRANICUS INC	101-1160-4207	7,902.74	4/18/2024	Granicus Peak Encoder & Streaming Services
		7,902.74	4/18/2024	
GRANICUS INC		7,902.74		
Hagen Holdings, LLC	101-1420-3352	100.00	4/25/2024	Event Permit Refund - 10000 Great Plains Blvd - PZ24-0027
		100.00	4/25/2024	
Hagen Holdings, LLC		100.00		
Hal Leonard	101-1560-4130	137.31	3/18/2024	Sheet music for Chanolaires
		137.31	3/18/2024	
Hal Leonard		137.31		
HANSEN THORP PELLINEN OLSON	101-1310-4303	2,830.25	4/25/2024	Cypress Drive Street Vacation
HANSEN THORP PELLINEN OLSON	601-6062-4303	5,555.50	4/25/2024	Rec Center Parking Lot
HANSEN THORP PELLINEN OLSON	701-7059-4303	4,149.40	4/25/2024	Lift Station #3 -Forcemain
HANSEN THORP PELLINEN OLSON	400-0000-1155	767.00	4/25/2024	Xcel Service Center
		13,302.15	4/25/2024	
HANSEN THORP PELLINEN OLSON	420-4229-4303	4,103.75	5/2/2024	Galpin Blvd Retaining Wall
		4,103.75	5/2/2024	
HANSEN THORP PELLINEN OLSON		17,405.90		
HAWKINS CHEMICAL	700-7019-4160	7,578.05	4/18/2024	chemicals for east water treatment plant
HAWKINS CHEMICAL	700-7043-4160	6,518.30	4/18/2024	chemicals for west treatment plant
HAWKINS CHEMICAL	700-7019-4160	19,496.91	4/18/2024	east water treatment plant chemicals

Last Name	Acct 1	Amount	Check Date	Description
		33,593.26	4/18/2024	
HAWKINS CHEMICAL	700-7019-4160	20.00	5/2/2024	east water treatment chemicals
		20.00	5/2/2024	
HAWKINS CHEMICAL		33,613.26		
Health Strategies	101-1220-4352	509.00	4/18/2024	Preplacement medical exam-Vance
		509.00	4/18/2024	
Health Strategies		509.00		
HealthPartners, Inc.	101-0000-2013	3,734.86	4/18/2024	Dental Insurance-May
HealthPartners, Inc.	101-0000-2012	1,461.66	4/18/2024	Health Insurance-May
HealthPartners, Inc.	101-0000-2012	27,771.54	4/18/2024	Health Insurance-May
HealthPartners, Inc.	101-0000-2013	136.66	4/18/2024	Dental Insurance-May
HealthPartners, Inc.	720-0000-2012	1,461.66	4/18/2024	Health Insurance-May
HealthPartners, Inc.	701-0000-2013	296.09	4/18/2024	Dental Insurance-May
HealthPartners, Inc.	700-0000-2012	1,827.09	4/18/2024	Health Insurance-May
HealthPartners, Inc.	701-0000-2012	2,739.74	4/18/2024	Health Insurance-May
HealthPartners, Inc.	700-0000-2013	341.63	4/18/2024	Dental Insurance-May
HealthPartners, Inc.	701-0000-2012	1,096.23	4/18/2024	Health Insurance-May
HealthPartners, Inc.	101-0000-2012	1,826.49	4/18/2024	Health Insurance-May
HealthPartners, Inc.	101-0000-2012	43,835.76	4/18/2024	Health Insurance-May
HealthPartners, Inc.	720-0000-2013	91.08	4/18/2024	Dental Insurance-May
HealthPartners, Inc.	700-0000-2012	4,566.22	4/18/2024	Health Insurance-May
		91,186.71	4/18/2024	
HealthPartners, Inc.		91,186.71		
Heritage Shade Tree Consultants, Inc	101-1420-4300	7,437.50	4/18/2024	Forestry Consultant-February 2024
		7,437.50	4/18/2024	
Heritage Shade Tree Consultants, Inc	101-1420-4300	7,406.25	4/29/2024	Forestry Consultant- January

Last Name	Acct 1	Amount	Check Date	Description
		7,406.25	4/29/2024	
Heritage Shade Tree Consultants, Inc	101-1420-4300	6,000.00	5/2/2024	City Forestry Consultant- March
		6,000.00	5/2/2024	
Heritage Shade Tree Consultants, Inc		20,843.75		
HOISINGTON KOEGLER GROUP	101-1420-4300	8,377.10	5/2/2024	downtown design guidelines and standards project
HOISINGTON KOEGLER GROUP	414-4011-4300	27,600.00	5/2/2024	Civic Campus LA/Planning Design
HOISINGTON KOEGLER GROUP	101-1420-4300	1,217.50	5/2/2024	Downtown wayfinding and signage plan
		37,194.60	5/2/2024	
HOISINGTON KOEGLER GROUP		37,194.60		
Holt Tour and Charter Inc	101-1560-4349	850.00	5/2/2024	Trip: 2 Museums and a Meal (MIA and RMA)
		850.00	5/2/2024	
Holt Tour and Charter Inc		850.00		
Home Depot	701-0000-4551	339.70	3/18/2024	GF Steel Wire Remesh sheet Elbow 2" Coupling Bronze Gr
Home Depot	101-1320-4120	52.09	3/18/2024	"RL Echo 10"" Chain"
Home Depot	701-0000-4120	24.21	3/18/2024	MD Electrical Tape for Generator Truck/Lift Stations
Home Depot	700-7043-4150	62.40	3/18/2024	JG Blue Copper Pipe
Home Depot	101-1320-4150	14.94	3/18/2024	JG Sealer for Oak Trees
Home Depot	700-7043-4120	47.62	3/18/2024	JG Conduit Fitting Angle Valve Copper Tube
Home Depot	700-7043-4510	23.92	3/18/2024	JG Sink in WWTP
Home Depot	700-0000-4550	356.55	3/18/2024	JJ Well 13 Suction Sump
Home Depot	700-7043-4150	64.18	3/18/2024	JG Reducer 3/4 Sillcock FPT Type M Copper Adapter Tee
		985.61	3/18/2024	
Home Depot		985.61		
Hoops & Threads LLC	101-1310-4240	50.00	4/18/2024	ENG equipment (Vests)

Last Name	Acct 1	Amount	Check Date	Description
		50.00	4/18/2024	
		50.00		
Hoops & Threads LLC		50.00		
Hopkins Glass and Shower	101-1220-4121	610.67	3/18/2024	"Glass for ""St 2"" Table"
		610.67	3/18/2024	
		610.67		
Hopkins Glass and Shower		610.67		
Hotels.com	101-1310-4381	367.20	3/18/2024	Lodging for Training
		367.20	3/18/2024	
		367.20		
Hotels.com		367.20		
IAM Trading Limited	101-1310-4360	200.00	3/18/2024	IAM Annual Membership-CH
		200.00	3/18/2024	
		200.00		
IAM Trading Limited		200.00		
ICMA	101-1120-4370	399.00	3/18/2024	ICMA AI Conference June 2024
		399.00	3/18/2024	
		399.00		
ICMA		399.00		
INDEPENDENT SCHOOL DIST 112	101-1530-4322	1,078.14	4/18/2024	Jan-March 2024
INDEPENDENT SCHOOL DIST 112	101-1530-4320	3,668.93	4/18/2024	Jan-March 2024
INDEPENDENT SCHOOL DIST 112	101-1530-4321	4,049.78	4/18/2024	Jan-March 2024
		8,796.85	4/18/2024	
		8,796.85		
INDEPENDENT SCHOOL DIST 112		8,796.85		

Last Name	Acct 1	Amount	Check Date	Description
Indoor Landscapes Inc	101-1170-4300	187.00	4/18/2024	Plant service-April 2024
		187.00	4/18/2024	
Indoor Landscapes Inc		187.00		
Innovative Office Solutions LLC	101-1120-4110	58.88	4/18/2024	Pens highlighters pen cup
		58.88	4/18/2024	
Innovative Office Solutions LLC	101-1120-4110	104.79	5/2/2024	envelopes paper post its
		104.79	5/2/2024	
Innovative Office Solutions LLC		163.67		
International Code Council	101-1250-4370	125.00	3/18/2024	D Ding Certificate Renewal
		125.00	3/18/2024	
International Code Council		125.00		
IUOE Local #49	101-0000-2004	420.00	5/1/2024	Union Dues May 2024
IUOE Local #49	700-0000-2004	133.22	5/1/2024	Union Dues May 2024
IUOE Local #49	701-0000-2004	76.78	5/1/2024	Union Dues May 2024
		630.00	5/1/2024	
IUOE Local #49		630.00		
Jamf Software, LLC	101-1160-4205	3,930.00	3/18/2024	Jamf MDM Annual Renewal + Upgrade
Jamf Software, LLC	101-1160-4205	280.00	3/18/2024	monthly MDM for ipads
		4,210.00	3/18/2024	
Jamf Software, LLC		4,210.00		
Jasper Engineering & Equipment Co	700-0000-4550	1,824.25	4/18/2024	well 15 flow meter rental

Last Name	Acct 1	Amount	Check Date	Description
		1,824.25	4/18/2024	
Jasper Engineering & Equipment Co		1,824.25		
Jeapes Karen	701-7060-4901	260.00	5/2/2024	PPII Grant Program-Reimburse for Highview Plumbing Invoice
		260.00	5/2/2024	
Jeapes Karen		260.00		
JEFFERSON FIRE SAFETY INC	201-0000-4705	35,908.97	4/18/2024	Honeywell Turnout gear-9 sets
		35,908.97	4/18/2024	
JEFFERSON FIRE SAFETY INC		35,908.97		
Jersey Mike's Subs	101-1110-4372	118.54	3/18/2024	1/22/24 Council Meal Jersey Mikes sandwiches
		118.54	3/18/2024	
Jersey Mike's Subs		118.54		
Jimmy Johns	101-1120-4372	281.25	3/18/2024	Lunch for Chanhassen Bluff Sports Complex team
		281.25	3/18/2024	
Jimmy Johns		281.25		
Joey Nova's	101-1220-4372	493.27	3/18/2024	Cookies Garlic Bread Fettucini Pan Ziti Pan
		493.27	3/18/2024	
Joey Nova's		493.27		
John Guilfoil Public Relations LLC	101-1125-4370	199.00	3/18/2024	Online Communication Training
John Guilfoil Public Relations LLC	101-1125-4370	398.00	3/18/2024	Online Communication Training

Last Name	Acct 1	Amount	Check Date	Description
		597.00	3/18/2024	
John Guilfoil Public Relations LLC		597.00		
Jones David	101-1560-4343	125.00	4/25/2024	Speaker Fee for Dave Jones' presentation
		125.00	4/25/2024	
Jones David		125.00		
K2 Electrical Services Inc	101-1550-4300	810.00	4/18/2024	power added for concert series
		810.00	4/18/2024	
K2 Electrical Services Inc		810.00		
KENNEDY & GRAVEN, CHARTERED	101-1140-4302	132.00	5/2/2024	Labor/Employment Matters
		132.00	5/2/2024	
KENNEDY & GRAVEN, CHARTERED		132.00		
Kerr Matt	101-1160-4381	82.81	4/17/2024	Personal Mileage - City Facilities - Q1
		82.81	4/17/2024	
Kerr Matt		82.81		
KIMLEY HORN AND ASSOCIATES INC	210-0000-4300	607.50	4/25/2024	Comcast Support Services
KIMLEY HORN AND ASSOCIATES INC	400-0000-1155	708.75	4/25/2024	Avienda Development
KIMLEY HORN AND ASSOCIATES INC	210-0000-4300	210.00	4/25/2024	Metronet Support Services
KIMLEY HORN AND ASSOCIATES INC	400-0000-1155	405.00	4/25/2024	Erhart Farm
		1,931.25	4/25/2024	
KIMLEY HORN AND ASSOCIATES INC	601-6057-4303	48,952.03	5/2/2024	Market Blvd

Last Name	Acct 1	Amount	Check Date	Description
		48,952.03	5/2/2024	
KIMLEY HORN AND ASSOCIATES INC		50,883.28		
KORTERRA INC	701-0000-4300	1,250.00	4/18/2024	annual service fee for locate service
KORTERRA INC	701-0000-4300	1,250.00	4/18/2024	annual service fee for locate service
		2,500.00	4/18/2024	
KORTERRA INC		2,500.00		
Kwik Trip	101-1560-4112	15.46	3/18/2024	Coffee with the Cops treats
		15.46	3/18/2024	
Kwik Trip		15.46		
Lano Equipment	101-1550-4120	161.26	4/18/2024	Couplers/Antifreeze
		161.26	4/18/2024	
Lano Equipment		161.26		
Larson Beth	720-7202-3640	30.00	4/25/2024	Refund garden plot
		30.00	4/25/2024	
Larson Beth		30.00		
Lawson Products, Inc.	101-1320-4120	91.92	4/25/2024	paint
		91.92	4/25/2024	
Lawson Products, Inc.		91.92		
Liesmaki Kelly	720-7025-4706	25,500.00	5/2/2024	Easement-8080 Marsh Dr 25.3450750

Last Name	Acct 1	Amount	Check Date	Description
		25,500.00	5/2/2024	
Liesmaki Kelly		25,500.00		
Life Support Innovations LLC	101-1220-4142	672.10	4/25/2024	AED Pads
		672.10	4/25/2024	
Life Support Innovations LLC		672.10		
Lockridge Grindal Nauen P.L.L.P	101-1110-4312	3,333.33	4/18/2024	Lobbying services-April 2024
		3,333.33	4/18/2024	
Lockridge Grindal Nauen P.L.L.P		3,333.33		
MACQUEEN EQUIPMENT	701-0000-4120	151.95	4/25/2024	vactor parts
		151.95	4/25/2024	
MACQUEEN EQUIPMENT	701-0000-4120	484.00	5/2/2024	manhole tool/hook
		484.00	5/2/2024	
MACQUEEN EQUIPMENT		635.95		
Maddens on Gull Lake	101-1120-4381	399.46	3/18/2024	MCMCA conference lodging Hokkanen
		399.46	3/18/2024	
Maddens on Gull Lake		399.46		
Magney Construction, Inc.	700-7019-4510	11,500.00	4/25/2024	EWTP Actuator Valve replacements
		11,500.00	4/25/2024	

Last Name	Acct 1	Amount	Check Date	Description
Magney Construction, Inc.		11,500.00		
Marco Inc	101-1160-4411	735.00	4/24/2024	Copier Lease
		735.00	4/24/2024	
Marco Inc		735.00		
Matheson Tri-Gas, Inc.	101-1370-4170	241.80	4/18/2024	propane gas
		241.80	4/18/2024	
Matheson Tri-Gas, Inc.		241.80		
Maus Kerry	101-1539-4343	547.50	4/18/2024	Line Dance 4241.114
		547.50	4/18/2024	
Maus Kerry		547.50		
McMaster-Carr	700-7019-4150	42.53	3/18/2024	JC EWTP Plastic Check Valve for Drinking Water
		42.53	3/18/2024	
McMaster-Carr		42.53		
Menards	701-0000-4551	84.58	3/18/2024	GF Heaters for Lift Stations
		84.58	3/18/2024	
Menards		84.58		
Merlins Ace Hardware	101-1160-4530	25.94	3/18/2024	Parts EWTP Butt Splice Phone Wire Jack Surface Mount
		25.94	3/18/2024	
MERLINS ACE HARDWARE	101-1550-4260	102.97	4/18/2024	Plier 12"" Pump Channel Wrench 5 pc

Last Name	Acct 1	Amount	Check Date	Description
MERLINS ACE HARDWARE	700-0000-4120	10.66	4/18/2024	Utility Tote plastic 17 gal
MERLINS ACE HARDWARE	101-1320-4140	11.98	4/18/2024	Keykrafter 20 Rubberhd
MERLINS ACE HARDWARE	101-1170-4150	8.59	4/18/2024	Door Hold Kick down 5"
MERLINS ACE HARDWARE	101-1550-4151	36.98	4/18/2024	Primer PVC Purple 16 oz Cement Rain R Shine
MERLINS ACE HARDWARE	101-1220-4290	28.96	4/18/2024	Dawn Dish Soap Battery
MERLINS ACE HARDWARE	101-1220-4120	12.41	4/18/2024	Cable 1/16" Cable Sleeve Fasteners
MERLINS ACE HARDWARE	701-0000-4140	34.99	4/18/2024	Cord Extn 12/3
MERLINS ACE HARDWARE	101-1420-4120	27.16	4/18/2024	Tape Flaging Orange Mark Paint
MERLINS ACE HARDWARE	101-1550-4120	83.96	4/18/2024	Paracrd Blk Gas Can Caulk dflex Staple
MERLINS ACE HARDWARE	101-1320-4120	10.65	4/18/2024	Utility Tote Plastic 17 gal Brush Grout
MERLINS ACE HARDWARE	701-0000-4120	10.66	4/18/2024	Utility Tote Plastic 17 gal
MERLINS ACE HARDWARE	101-1320-4150	132.33	4/18/2024	Fasteners Tape Measure Magnetic Bit Holder
		512.30	4/18/2024	
MERLINS ACE HARDWARE		538.24		
METROPOLITAN COUNCIL	701-0000-4509	230,855.78	4/18/2024	Wastewater services May 2024
		230,855.78	4/18/2024	
METROPOLITAN COUNCIL	701-0000-4509	450.00	5/2/2024	MCES Industrial Discharge Permit
		450.00	5/2/2024	
METROPOLITAN COUNCIL		231,305.78		
Metropolitan Council Enviromental Services	701-0000-4509	20,000.00	3/18/2024	MCES-WW Services Mar 2024
		20,000.00	3/18/2024	
Metropolitan Council Enviromental Services		20,000.00		
Michaels	101-1560-4130	65.53	3/18/2024	Kneaded ER Drawing Pad
		65.53	3/18/2024	
Michaels		65.53		

Last Name	Acct 1	Amount	Check Date	Description
Microsoft	101-1160-4201	192.00	3/18/2024	Exchange Online Plan 1 Renewals (4)
		192.00	3/18/2024	
Microsoft		192.00		
Milestone Auto Inc.	101-1220-4140	300.00	4/25/2024	Windshield
		300.00	4/25/2024	
Milestone Auto Inc.		300.00		
Minneapolis Oxygen Company	101-1370-4150	73.23	5/2/2024	welding gas
		73.23	5/2/2024	
Minneapolis Oxygen Company		73.23		
Minnesota Nursery and Landscape	101-1420-4370	230.00	3/18/2024	Mn Tree Short Course Registration J Marsh
Minnesota Nursery and Landscape	101-1320-4370	230.00	3/18/2024	RL Training Registration
		460.00	3/18/2024	
Minnesota Nursery and Landscape		460.00		
Minnesota Rural Water Association	700-0000-4370	275.00	3/18/2024	JC Water/Sewer Training
		275.00	3/18/2024	
Minnesota Rural Water Association		275.00		
Minnesota Safety Council	101-1560-4343	782.00	4/18/2024	Defensive Driving class instructor fee
		782.00	4/18/2024	
Minnesota Safety Council		782.00		

Last Name	Acct 1	Amount	Check Date	Description
Minnesota State Colleges and Universities	101-1310-4370	800.00	3/18/2024	MnDOT Cert Training Classes
		800.00	3/18/2024	
Minnesota State Colleges and Universities		800.00		
Minnesota UC Fund	101-1550-4060	1,543.10	4/25/2024	Unemployment 1st qtr 2024
Minnesota UC Fund	101-1310-4060	11,570.00	4/25/2024	Unemployment 1st qtr 2024
		13,113.10	4/25/2024	
Minnesota UC Fund		13,113.10		
MINNETONKA TITLE	700-0000-2020	0.65	4/17/2024	Refund Check 012001-000, 7560 CANYON CURVE
MINNETONKA TITLE	720-0000-2020	7.91	4/17/2024	Refund Check 012001-000, 7560 CANYON CURVE
MINNETONKA TITLE	701-0000-2020	4.80	4/17/2024	Refund Check 012001-000, 7560 CANYON CURVE
		13.36	4/17/2024	
MINNETONKA TITLE		13.36		
MN American Water Works Association	700-0000-4370	155.00	3/18/2024	JC Water Training School & Test
MN American Water Works Association	701-0000-4370	155.00	3/18/2024	JC Water Training School & Test
		310.00	3/18/2024	
MN American Water Works Association		310.00		
MN Department of Transportation	101-1310-4370	150.00	3/18/2024	DOT Training
MN Department of Transportation	101-1310-4370	3.23	3/18/2024	DOT Training
		153.23	3/18/2024	
MN Department of Transportation		153.23		
MN Dept of Labor and Industry	101-1250-4360	20.00	3/18/2024	Boiler Renewal License

Last Name	Acct 1	Amount	Check Date	Description
		20.00	3/18/2024	
MN Dept of Labor and Industry		20.00		
MN FIRE SERVICE CERTIFICATION BOARD	101-1220-4370	252.00	5/2/2024	Inspector I certification test
		252.00	5/2/2024	
MN FIRE SERVICE CERTIFICATION BOARD		252.00		
MN Government Finance Officers Association	101-1130-4360	70.00	3/18/2024	MNGFOA Membership A McGovern
MN Government Finance Officers Association	101-1130-4360	70.00	3/18/2024	MNGFOA Membership T Lenz
MN Government Finance Officers Association	101-1130-4360	70.00	3/18/2024	MNGFOA Membership-D Washburn
MN Government Finance Officers Association	101-1130-4360	70.00	3/18/2024	MNGFOA Membership K Hiivala
MN Government Finance Officers Association	101-1130-4360	70.00	3/18/2024	MNGFOA Membership-K Grinnell
		350.00	3/18/2024	
MN Government Finance Officers Association		350.00		
MN NCPERS LIFE INSURANCE	101-0000-2037	144.00	5/1/2024	Life Insurance May 2024
		144.00	5/1/2024	
MN NCPERS LIFE INSURANCE		144.00		
MN Recreation and Park Association	101-1560-4370	159.00	3/18/2024	MN Assoc of Senior Services annual conf registration
		159.00	3/18/2024	
MN Recreation and Park Association		159.00		
MN VALLEY ELECTRIC COOP	101-1350-4320	295.80	4/17/2024	Electric Charges
		295.80	4/17/2024	
MN VALLEY ELECTRIC COOP	101-1350-4320	140.94	4/24/2024	Electric Charges

Last Name	Acct 1	Amount	Check Date	Description
		140.94	4/24/2024	
MN VALLEY ELECTRIC COOP	700-0000-4320	177.70	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1350-4320	5,749.42	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1350-4320	147.60	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1350-4320	230.56	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1350-4320	45.89	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1350-4320	102.61	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1350-4320	46.56	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	701-0000-4320	709.59	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1600-4320	48.19	5/1/2024	Electric Charges
MN VALLEY ELECTRIC COOP	101-1350-4320	40.96	5/1/2024	Electric Charges
		7,299.08	5/1/2024	
MN VALLEY ELECTRIC COOP		7,735.82		
My Appliance Source	101-1560-4121	4,285.89	5/2/2024	Appliances for Rec Ctr transition
		4,285.89	5/2/2024	
My Appliance Source		4,285.89		
Nahan Shelly	101-1538-4343	1,032.00	4/25/2024	April 13 Babysitting and Safe Kids
		1,032.00	4/25/2024	
Nahan Shelly		1,032.00		
NAPA AUTO & TRUCK PARTS	101-1310-4140	108.70	4/25/2024	Filters Wiper Blades Bulbs
		108.70	4/25/2024	
NAPA AUTO & TRUCK PARTS	101-1550-4120	18.16	5/2/2024	Air Filter
NAPA AUTO & TRUCK PARTS	101-1320-4140	339.15	5/2/2024	120 Seat Cover
NAPA AUTO & TRUCK PARTS	101-1550-4140	282.15	5/2/2024	414 Seat Cover
NAPA AUTO & TRUCK PARTS	101-1320-4140	198.55	5/2/2024	110 Seat Cover
NAPA AUTO & TRUCK PARTS	101-1250-4140	8.88	5/2/2024	Filters

Last Name	Acct 1	Amount	Check Date	Description
		846.89	5/2/2024	
NAPA AUTO & TRUCK PARTS		955.59		
National Fire Sprinkler Association	101-1220-4360	50.00	3/18/2024	NFSA Annual Membership
		50.00	3/18/2024	
National Fire Sprinkler Association		50.00		
Nokomis Energy, LLC	700-0000-4320	71.25	5/1/2024	Electric Charges
Nokomis Energy, LLC	101-1312-4320	569.97	5/1/2024	Electric Charges
Nokomis Energy, LLC	700-7043-4320	4,775.61	5/1/2024	Electric Charges
Nokomis Energy, LLC	701-0000-4320	71.25	5/1/2024	Electric Charges
		5,488.08	5/1/2024	
Nokomis Energy, LLC		5,488.08		
Nuss Truck & Equipment	101-1320-4140	9.01	4/18/2024	o ring
		9.01	4/18/2024	
Nuss Truck & Equipment	101-1320-4140	48.23	4/25/2024	Nozzle & Latch
		48.23	4/25/2024	
Nuss Truck & Equipment		57.24		
NvoicePay	101-1130-4300	727.40	4/18/2024	March payment processing
		727.40	4/18/2024	
NvoicePay		727.40		
NYSTROM PUBLISHING COMPANY INC	101-1120-4330	2,293.14	4/25/2024	Postage Summer 2024 Rec & news
NYSTROM PUBLISHING COMPANY INC	101-1125-4335	4,698.46	4/25/2024	Postage Summer 2024 Rec & news

Last Name	Acct 1	Amount	Check Date	Description
		6,991.60	4/25/2024	
NYSTROM PUBLISHING COMPANY INC		6,991.60		
Occupational Safety and Health Adminstration	701-0000-4370	89.50	3/18/2024	BM Safety Training
Occupational Safety and Health Adminstration	700-0000-4370	89.50	3/18/2024	BM Safety Training
		179.00	3/18/2024	
Occupational Safety and Health Adminstration		179.00		
Office Max/Office Depot	101-1320-4150	50.39	3/18/2024	AA LAM Pouch
Office Max/Office Depot	101-1220-4372	43.34	3/18/2024	USB EL 3
Office Max/Office Depot	101-1160-4132	35.74	3/18/2024	USBC to USBA Adapters Lightning Cable
Office Max/Office Depot	700-0000-4150	19.05	3/18/2024	AA Menu Pouch
Office Max/Office Depot	701-0000-4150	19.04	3/18/2024	AA Menu Pouch
Office Max/Office Depot	101-1120-4110	98.61	3/18/2024	Color Ink Cartridges HP8710
		266.17	3/18/2024	
Office Max/Office Depot		266.17		
OPG-3, Inc	101-1160-4212	37,852.50	5/2/2024	Laserfiche Municipality Site Annual Renewal
		37,852.50	5/2/2024	
OPG-3, Inc		37,852.50		
Panera Bread	101-1123-4372	238.24	3/18/2024	Chamber Coffee
Panera Bread	101-1110-4372	107.05	3/18/2024	Senate Bonding Tour at Chan Rec Center
		345.29	3/18/2024	
Panera Bread		345.29		
Party City	101-1701-4130	36.85	3/18/2024	Red TC Plastic Pink Plastic
Party City	101-1701-4130	99.81	3/18/2024	Red Heart Foil Pink Heart Foil Silver Heart Foil Balloons

Last Name	Acct 1	Amount	Check Date	Description
Party City	101-1701-4130	11.92	3/18/2024	Pink TC plastic Red TC Plastic
		148.58	3/18/2024	
Party City		148.58		
Pioneer Research Corporation	701-0000-4551	1,264.46	5/2/2024	lift station supplies
		1,264.46	5/2/2024	
Pioneer Research Corporation		1,264.46		
Postmaster	101-1120-4110	16.00	3/18/2024	Mailing Bob Generous retirement gift
Postmaster	101-1120-4110	10.55	3/18/2024	Mail BG proclomation
Postmaster	700-0000-4330	5.70	3/18/2024	AA Mail Water Sample for Jake
		32.25	3/18/2024	
Postmaster		32.25		
Potentia MN Solar	700-0000-4320	2,087.33	5/1/2024	Electric Charges
Potentia MN Solar	101-1190-4320	3,942.40	5/1/2024	Electric Charges
Potentia MN Solar	101-1170-4320	3,047.04	5/1/2024	Electric Charges
		9,076.77	5/1/2024	
Potentia MN Solar		9,076.77		
POWERPLAN OIB	101-1320-4120	84.07	4/25/2024	paint
POWERPLAN OIB	101-1320-4120	87.99	4/25/2024	new blade for handsaw
		172.06	4/25/2024	
POWERPLAN OIB		172.06		
PRECISE MRM LLC	101-1320-4310	294.00	4/18/2024	AVL for plow trucks

Last Name	Acct 1	Amount	Check Date	Description
		294.00	4/18/2024	
PRECISE MRM LLC		294.00		
Premium Waters, Inc	101-1550-4120	4.32	4/18/2024	Lake Ann Shop
		4.32	4/18/2024	
Premium Waters, Inc		4.32		
Pro-Tec Design, Inc.	101-1160-4136	633.00	4/18/2024	Encrypted Key Fobs (100)
		633.00	4/18/2024	
Pro-Tec Design, Inc.	101-1160-4371	102.00	5/2/2024	Service Call - DSX Report Configuration
		102.00	5/2/2024	
Pro-Tec Design, Inc.		735.00		
PULLTABS PLUS INC	101-1560-4130	210.85	4/18/2024	Bingo supplies
		210.85	4/18/2024	
PULLTABS PLUS INC		210.85		
QUADE REBECCA A.	700-0000-2020	1.29	4/17/2024	Refund Check 096566-000, 2181 PINEHURST DRIVE
QUADE REBECCA A.	701-0000-2020	18.83	4/17/2024	Refund Check 096566-000, 2181 PINEHURST DRIVE
QUADE REBECCA A.	720-0000-2020	15.74	4/17/2024	Refund Check 096566-000, 2181 PINEHURST DRIVE
QUADE REBECCA A.	700-0000-2020	11.68	4/17/2024	Refund Check 096566-000, 2181 PINEHURST DRIVE
		47.54	4/17/2024	
QUADE REBECCA A.		47.54		
RENBURG GREGORY	720-0000-2020	56.82	4/17/2024	Refund Check 005132-000, 282 GREENLEAF COURT
RENBURG GREGORY	700-0000-2020	4.63	4/17/2024	Refund Check 005132-000, 282 GREENLEAF COURT

Last Name	Acct 1	Amount	Check Date	Description
REMBERG GREGORY	701-0000-2020	76.18	4/17/2024	Refund Check 005132-000, 282 GREENLEAF COURT
REMBERG GREGORY	700-0000-2020	57.18	4/17/2024	Refund Check 005132-000, 282 GREENLEAF COURT
		194.81	4/17/2024	
REMBERG GREGORY		194.81		
Rent N Save Portable Services	101-1550-4400	1,066.00	4/25/2024	Portable restroom rental-March 2024
		1,066.00	4/25/2024	
Rent N Save Portable Services		1,066.00		
RESI SFR SUB LLC	700-0000-2020	1.01	4/17/2024	Refund Check 104290-000, 8460 BITTERN COURT
RESI SFR SUB LLC	700-0000-2020	6.93	4/17/2024	Refund Check 104290-000, 8460 BITTERN COURT
RESI SFR SUB LLC	720-0000-2020	8.28	4/17/2024	Refund Check 104290-000, 8460 BITTERN COURT
RESI SFR SUB LLC	701-0000-2020	16.61	4/17/2024	Refund Check 104290-000, 8460 BITTERN COURT
RESI SFR SUB LLC	720-0000-2020	8.58	4/17/2024	Refund Check 104560-000, 8460 BITTERN COURT
RESI SFR SUB LLC	701-0000-2020	10.29	4/17/2024	Refund Check 104560-000, 8460 BITTERN COURT
RESI SFR SUB LLC	700-0000-2020	4.16	4/17/2024	Refund Check 104560-000, 8460 BITTERN COURT
RESI SFR SUB LLC	700-0000-2020	0.70	4/17/2024	Refund Check 104560-000, 8460 BITTERN COURT
		56.56	4/17/2024	
RESI SFR SUB LLC		56.56		
Rochon Corporation	402-4003-4751	7,910.08	5/2/2024	Chanhassen Fire Station Kitchen Remodel
		7,910.08	5/2/2024	
Rochon Corporation		7,910.08		
Sam's Club	101-1560-4112	275.34	3/18/2024	Plates Chicken Alfredo Strawberry Pineapple Cupcakes
		275.34	3/18/2024	
Sam's Club		275.34		

Last Name	Acct 1	Amount	Check Date	Description
Sarles Jodi	101-0000-1028	300.00	5/1/2024	Recital Petty Cash
		300.00	5/1/2024	
Sarles Jodi		300.00		
Schiroo Electrical	700-0000-4120	329.46	3/18/2024	CS 312 Salt Motor
Schiroo Electrical	700-0000-4120	566.50	3/18/2024	CS Motor Salt Spreader
		895.96	3/18/2024	
Schiroo Electrical		895.96		
Schwickert Company	401-0000-4702	22,544.50	4/25/2024	Lake Ann Park Lakeside Pavilion Roof
Schwickert Company	402-0000-4702	22,544.50	4/25/2024	Lake Ann Park Lakeside Pavilion Roof
		45,089.00	4/25/2024	
Schwickert Company		45,089.00		
SEH	410-4410-4300	27,135.48	4/25/2024	Lake Ann Park Preserve
SEH	410-4410-4300	4,546.63	4/25/2024	Lake Ann Park Preserve Design
		31,682.11	4/25/2024	
SEH		31,682.11		
Senja Inc	101-1539-4343	211.20	5/2/2024	April Tai Chi 4242.130
		211.20	5/2/2024	
Senja Inc		211.20		
Shadywood Tree Experts and Landscaping	101-1550-4574	735.00	4/18/2024	Ash Tree Removal
Shadywood Tree Experts and Landscaping	101-1550-4571	4,450.00	4/18/2024	Pruning Priority Map
		5,185.00	4/18/2024	

Last Name	Acct 1	Amount	Check Date	Description
Shadywood Tree Experts and Landscaping	601-6058-4751	11,445.00	4/25/2024	MMSW Roundabout Tree Removals
		11,445.00	4/25/2024	
Shadywood Tree Experts and Landscaping	101-1550-4571	7,759.67	5/2/2024	Shadywood Pruning
Shadywood Tree Experts and Landscaping	101-1550-4572	3,870.00	5/2/2024	Red oak removal
		11,629.67	5/2/2024	
Shadywood Tree Experts and Landscaping		28,259.67		
SHERWIN WILLIAMS	101-1550-4150	45.45	4/25/2024	dugout paint
		45.45	4/25/2024	
SHERWIN WILLIAMS	101-1550-4150	118.17	5/2/2024	Aerosol marking paint for ballfield lay-outs (Restock).
		118.17	5/2/2024	
SHERWIN WILLIAMS		163.62		
SM HENTGES & SONS	601-6040-4751	15,865.95	4/18/2024	City-Galpin Project
SM HENTGES & SONS	601-6140-4751	47,597.85	4/18/2024	County-Galpin Project
		63,463.80	4/18/2024	
SM HENTGES & SONS		63,463.80		
Smartpress.com	101-1120-4340	63.22	3/18/2024	Don Johnson Retirement Invites
		63.22	3/18/2024	
Smartpress.com		63.22		
SMSC Organics Recycling Facility	720-7201-4300	709.60	4/18/2024	wood chips
		709.60	4/18/2024	

Last Name	Acct 1	Amount	Check Date	Description
SMSC Organics Recycling Facility		709.60		
Southwest Metro Chamber of Commerce	101-1125-4370	60.00	3/18/2024	Chamber Annual Lunchone for first responders
		60.00	3/18/2024	
Southwest Metro Chamber of Commerce		60.00		
SOUTHWEST NEWS MEDIA	101-1310-4336	72.54	4/18/2024	Notice Public Hearing
SOUTHWEST NEWS MEDIA	101-1120-4336	32.24	4/18/2024	Public Notice - Liquor Moe's
SOUTHWEST NEWS MEDIA	101-1310-4336	137.02	4/18/2024	Ad for Bid
SOUTHWEST NEWS MEDIA	101-1120-4336	209.56	4/18/2024	Notice Cable Franchise
SOUTHWEST NEWS MEDIA	101-1540-4340	337.50	4/18/2024	Now Hiring Notice
SOUTHWEST NEWS MEDIA	101-1420-4336	40.30	4/18/2024	Notice Public Hearing
		829.16	4/18/2024	
SOUTHWEST NEWS MEDIA		829.16		
Southwest Newspapers	101-1120-4360	61.00	3/18/2024	Villager online access for Admin
		61.00	3/18/2024	
Southwest Newspapers		61.00		
SRF CONSULTING GROUP INC	601-6058-4303	46,370.29	4/25/2024	#24-05 TH41/MMSW Roundabout
		46,370.29	4/25/2024	
SRF CONSULTING GROUP INC		46,370.29		
Stampli	101-1130-4300	1,362.00	3/18/2024	Stampli - AP Automation - Monthly Service Fee
		1,362.00	3/18/2024	
Stampli		1,362.00		

Last Name	Acct 1	Amount	Check Date	Description
Storms Welding & Mfg, Inc.	101-1320-4530	36.60	4/25/2024	cooler tube repair
		36.60	4/25/2024	
Storms Welding & Mfg, Inc.		36.60		
Stratoguard, LLC	101-1160-4205	230.56	3/18/2024	ProofPoint Email Filtering Service - Feb
		230.56	3/18/2024	
Stratoguard, LLC		230.56		
SUMMIT FIRE PROTECTION	101-1170-4510	860.00	4/18/2024	repair leaking sprinkler head fire suppression system
		860.00	4/18/2024	
SUMMIT FIRE PROTECTION		860.00		
Sun Life Financial	701-0000-2011	26.96	5/2/2024	Life Insurance May 2024
Sun Life Financial	101-0000-2015	1,241.60	5/2/2024	LTD May 2024
Sun Life Financial	700-0000-2015	90.28	5/2/2024	LTD May 2024
Sun Life Financial	700-0000-2011	44.21	5/2/2024	Life Insurance May 2024
Sun Life Financial	700-0000-2037	108.28	5/2/2024	Life Insurance May 2024
Sun Life Financial	720-0000-2015	38.26	5/2/2024	LTD May 2024
Sun Life Financial	101-0000-2011	628.80	5/2/2024	Life Insurance May 2024
Sun Life Financial	701-0000-2037	108.28	5/2/2024	Life Insurance May 2024
Sun Life Financial	101-0000-2037	1,170.73	5/2/2024	Life Insurance May 2024
Sun Life Financial	720-0000-2011	19.34	5/2/2024	Life Insurance May 2024
Sun Life Financial	101-0000-2011	127.89	5/2/2024	Life Insurance May 2024
Sun Life Financial	701-0000-2015	56.19	5/2/2024	LTD May 2024
		3,660.82	5/2/2024	
Sun Life Financial		3,660.82		
Target	101-1320-4150	11.81	3/18/2024	BM Clorox Affresh Lysol Linen
Target	101-1701-4130	10.83	3/18/2024	Mars Variety Twix Hershey Rolo
Target	101-1701-4130	123.21	3/18/2024	Cookies Starburst Oreo Water Mtn Dew Diet Coke 7up
Target	700-0000-4150	11.80	3/18/2024	BM Clorox Affresh Lysol Linen

Last Name	Acct 1	Amount	Check Date	Description
Target	701-0000-4150	11.80	3/18/2024	BM Clorox Affresh Lysol Linen
Target	101-1611-4130	16.25	3/18/2024	"FebFest Flexible Flyer 26"" Sled"
		185.70	3/18/2024	
Target		185.70		
Taylor Electric Company, LLC	101-1350-4565	150.00	4/25/2024	disconnect knock down light pole
Taylor Electric Company, LLC	101-1350-4566	600.00	4/25/2024	troubleshoot signal at 78 and target
		750.00	4/25/2024	
Taylor Electric Company, LLC		750.00		
TechSmith	101-1160-4219	10.80	3/18/2024	Screen Capture software
		10.80	3/18/2024	
TechSmith		10.80		
TFORCE FINAL MILE	101-1120-4300	66.77	4/25/2024	Admin courier to State for liquor license
		66.77	4/25/2024	
TFORCE FINAL MILE		66.77		
The Toonies, LLC	101-1613-4345	425.00	4/25/2024	July 2 performance deposit
		425.00	4/25/2024	
The Toonies, LLC		425.00		
TimeSaver Off Site Secretarial, Inc	101-1125-4300	650.00	5/2/2024	City Council and Planning Commission Minutes
		650.00	5/2/2024	

Last Name	Acct 1	Amount	Check Date	Description
TimeSaver Off Site Secretarial, Inc		650.00		
TRADEMARK TITLE SERVICES	700-0000-2020	43.50	4/17/2024	Refund Check 096885-000, 7060 MILL CREEK LANE
TRADEMARK TITLE SERVICES	701-0000-2020	107.74	4/17/2024	Refund Check 096885-000, 7060 MILL CREEK LANE
TRADEMARK TITLE SERVICES	700-0000-2020	2.91	4/17/2024	Refund Check 096885-000, 7060 MILL CREEK LANE
TRADEMARK TITLE SERVICES	720-0000-2020	35.77	4/17/2024	Refund Check 096885-000, 7060 MILL CREEK LANE
		189.92	4/17/2024	
TRADEMARK TITLE SERVICES		189.92		
U of M Contlearning	101-1310-4370	35.00	3/18/2024	Work Zone Safety Training
U of M Contlearning	101-1310-4370	225.00	3/18/2024	UMN ESC Site Management Training
U of M Contlearning	101-1310-4370	-35.00	3/18/2024	Work Zone Safety Training
		225.00	3/18/2024	
U of M Contlearning		225.00		
US Bank Rebate	101-1130-3903	-3,617.21	3/18/2024	US Bank Rebate
		-3,617.21	3/18/2024	
US Bank Rebate		-3,617.21		
US Home Corporation	101-0000-2072	2,500.00	5/2/2024	As Built escrow 1938 Fathers Song -Receipt #00525425
US Home Corporation	101-0000-2072	2,500.00	5/2/2024	As Built Escrow 7205 Purple Parkway -Receipt #00517267
US Home Corporation	101-0000-2072	2,500.00	5/2/2024	As Built Escrow 1902 Visionary Ct -Receipt #00525430
		7,500.00	5/2/2024	
US Home Corporation		7,500.00		
USA BLUE BOOK	700-7019-4160	2,265.94	5/1/2024	east water treatment chemicals
USA BLUE BOOK	700-0000-4120	243.28	5/1/2024	fire hydrant parts
USA BLUE BOOK	700-7043-4160	127.22	5/1/2024	west water treatment plant

Last Name	Acct 1	Amount	Check Date	Description
		2,636.44	5/1/2024	
USA BLUE BOOK		2,636.44		
VERIZON WIRELESS	101-1120-4310	152.46	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1250-4310	304.99	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1370-4310	89.48	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1310-4310	178.67	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1312-4310	128.66	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1320-4310	296.62	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1220-4310	739.92	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	700-0000-4310	125.10	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1170-4310	46.22	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	720-0000-4310	393.73	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1600-4310	249.31	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1520-4310	154.47	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1420-4310	164.87	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	701-0000-4310	702.15	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	700-0000-4310	879.13	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1110-4310	40.01	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1530-4310	41.22	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1540-4310	40.01	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1125-4310	41.22	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1550-4310	491.18	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	701-0000-4310	125.10	5/1/2024	Telephone & Communication Charges
VERIZON WIRELESS	101-1160-4310	138.66	5/1/2024	Telephone & Communication Charges
		5,523.18	5/1/2024	
VERIZON WIRELESS		5,523.18		
Vics Bar & Grill	101-1120-4381	45.86	3/18/2024	Carver Cty Administrators Lunch Hokkanen Unmacht
		45.86	3/18/2024	
Vics Bar & Grill		45.86		
VIKING INDUSTRIAL CENTER	701-0000-4150	189.89	5/2/2024	sanitizer wipes

Last Name	Acct 1	Amount	Check Date	Description
		189.89	5/2/2024	
VIKING INDUSTRIAL CENTER		189.89		
Waste Management of Minnesota, Inc	101-1550-4329	610.06	4/25/2024	Garbage service-April 2024
Waste Management of Minnesota, Inc	101-1190-4329	326.02	4/25/2024	Garbage Service-April 2024
Waste Management of Minnesota, Inc	700-0000-4329	16.97	4/25/2024	Garbage service-April 2024
Waste Management of Minnesota, Inc	701-0000-4329	16.97	4/25/2024	Garbage service-April 2024
Waste Management of Minnesota, Inc	101-1170-4329	195.78	4/25/2024	Garbage Service-April 2024
Waste Management of Minnesota, Inc	101-1220-4329	106.30	4/25/2024	Garbage Service-April 2024
Waste Management of Minnesota, Inc	101-1312-4329	135.77	4/25/2024	Garbage service-April 2024
		1,407.87	4/25/2024	
Waste Management of Minnesota, Inc		1,407.87		
When I work	101-1600-4130	50.00	3/18/2024	Warming house staff scheduling
		50.00	3/18/2024	
When I work		50.00		
Williams Jessica	700-7204-4901	50.00	4/18/2024	Water Wise Rebate- Toilet
Williams Jessica	700-7204-4901	50.00	4/18/2024	Water Wise Rebate- Toilet
Williams Jessica	700-7204-4901	100.00	4/18/2024	Water Wise Rebate- Clothes Washer
		200.00	4/18/2024	
Williams Jessica		200.00		
WSB & ASSOCIATES INC	101-1311-4306	474.00	4/18/2024	GIS Support Service
WSB & ASSOCIATES INC	601-6140-4300	10,863.81	4/18/2024	Galpin Blvd - County 75%
WSB & ASSOCIATES INC	720-0000-4300	127.50	4/18/2024	Lake Lucy Ln Wetland Violation
WSB & ASSOCIATES INC	720-0000-4300	1,093.25	4/18/2024	2024 WCA Support Services
WSB & ASSOCIATES INC	101-1311-4229	1,140.00	4/18/2024	2024 Datafi Subscription
WSB & ASSOCIATES INC	720-0000-4300	3,105.00	4/18/2024	2024 Water Resources Support
WSB & ASSOCIATES INC	720-7025-4300	22,487.10	4/18/2024	2023 Pond Maintenance Project #23-14
WSB & ASSOCIATES INC	601-6040-4300	3,621.27	4/18/2024	Galpin Blvd - City 25%

Last Name	Acct 1	Amount	Check Date	Description
		42,911.93	4/18/2024	
WSB & ASSOCIATES INC	414-4010-4303	1,932.00	4/25/2024	Boundary Topo Survey
WSB & ASSOCIATES INC	414-4011-4303	1,932.00	4/25/2024	Boundary Topo Survey
		3,864.00	4/25/2024	
		46,775.93		
WSB & ASSOCIATES INC				
XCEL ENERGY INC	700-0000-4320	2,080.90	4/24/2024	Electric Charges
		2,080.90	4/24/2024	
XCEL ENERGY INC	101-1350-4320	22,272.31	5/1/2024	Electric Charges
XCEL ENERGY INC	101-1550-4320	-229.35	5/1/2024	Electric Charges
XCEL ENERGY INC	700-0000-4320	95.01	5/1/2024	Electric Charges
XCEL ENERGY INC	101-1600-4320	34.98	5/1/2024	Electric Charges
XCEL ENERGY INC	101-1540-4320	283.14	5/1/2024	Electric Charges
XCEL ENERGY INC	700-7019-4320	2,393.16	5/1/2024	Electric Charges
XCEL ENERGY INC	101-1600-4320	319.14	5/1/2024	Electric Charges
		25,168.39	5/1/2024	
		27,249.29		
XCEL ENERGY INC				
Yubico	101-1160-4132	35.77	3/18/2024	Security Key for Mechanics Volvo Tech Tool
		35.77	3/18/2024	
		35.77		
Yubico				
ZACK'S INC.	700-0000-4120	2,484.87	5/2/2024	shovels prybars straps hooks degreaser
ZACK'S INC.	101-1550-4120	354.11	5/2/2024	equipment for staff vehicles
		2,838.98	5/2/2024	
		2,838.98		
ZACK'S INC.				

Last Name	Acct 1	Amount	Check Date	Description
Zoho Corporation	101-1160-4205	400.00	3/18/2024	Service Desk Add On Tech License - Charlie H
		400.00	3/18/2024	
Zoho Corporation		400.00		
Zoom	101-1160-4207	86.70	3/18/2024	Monthly zoom webinar charges
		86.70	3/18/2024	
Zoom		86.70		
		1,376,166.94		

City Council Item

May 13, 2024



Item	Approve On-Sale Intoxicating Liquor License with Sunday Sales for a Club for Life Time Pickleball located at 2970 Water Tower Place	
File No.		Item No: F.1
Agenda Section	<u>PUBLIC HEARINGS</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u>	
"The Chanhassen City Council approves an On-Sale Intoxicating Liquor License with Sunday Sales for a Club for Life Time Pickleball located at 2970 Water Tower Place."	
Motion Type	Simple Majority Vote of members present
Strategic Priority	N/A

SUMMARY

The city has received a request for an on-sale intoxicating liquor license with Sunday Sales from Life Time Club Operations Company, Inc. dba Life Time Pickleball. The restaurant that was built in the pickleball facility did not meet the State of Minnesota's code to approve a liquor license as a restaurant. The state recommended that Life Time Pickleball re-apply for a license as a Club. The City of Chanhassen did not have a Club License in ordinance at the time. The fee was set to \$300 at the April 22, 2024 City Council meeting.

The Life Time Pickleball Facility will occupy approximately 25,885 square feet located at 2970 Water Tower Place. The restaurant will seat 25 inside and there is seating for another 38 on the attached 2,500 square-foot outdoor patio. The applicant will be required to comply with City Code regarding liquor service on the outdoor patio.

BACKGROUND

DISCUSSION

Law Enforcement conducted a background investigation, including criminal history, driving records, outstanding warrants, financial, and references on the above listed officers and operating manager of Life Time Operations Company, Inc. Lt. Lance Pearce reviewed the background summary of each and noted that there was nothing questionable related to State Statute.

- Steve Kerzman, President
- Erik Lindseth, Senior Vice President
- Kirsten Ruliffson, Operating Manager

The required certificate of insurance showing Liquor Liability and Workers' Compensation insurance has been submitted.

A public hearing notice was published in the Sun Sailor on May2, 2024 and mailed to all property owners within 500 feet of the site (see attached list). As of the date of this writing, staff has not received any comments from the public.

BUDGET

The required annual fee for an on-sale intoxicating liquor license with Sunday sales for a Club is \$300 and will be due upon approval from the City Council. The background check fee of \$250 was paid with the original submission.

RECOMMENDATION

Staff recommends the Chanhassen City Council approves an On-Sale Intoxicating Liquor License with Sunday Sales for a Club for Life Time Pickleball located at 2970 Water Tower Place.

ATTACHMENTS

[Certificate of Insurance](#)

[Site Plan](#)

[Affidavit of Mailing Public Hearing Notice](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Company Inc., a Brown & Brown Company 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323 INSURED LTF Club Operations Company, Inc. 2902 Corporate Place Chanhassen, MN 55317	CONTACT NAME: Dawn Heinemann and Casey Olson PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dawn.heinemann@bbrown.com INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA IND INS CO NAIC # 18058 INSURER B: NATIONAL UNION FIRE INS CO OF PITTS 19445 INSURER C: AIU INS CO 19399 INSURER D: INSURER E: INSURER F:
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COVERAGES

CERTIFICATE NUMBER: 70366651

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$750,000 ☒ EVENT SIR \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:		PHPK2631063	12/15/23	12/15/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		AL7093427	12/15/23	12/15/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		PHUB891804	12/15/23	12/15/24	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 EVENT -OCC/AGG \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	SEE ATTACHED-MORE WC WC080772092 (AOS)	12/15/23 12/15/23	12/15/24 12/15/24	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		PHPK2631063	12/15/23	12/15/24	Included in GL Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: LTF Club Operations Company, Inc. dba Life Time Fitness dba Life Time Pickleball, 2970 Water Tower Pl., Chanhassen, MN 55317. Liquor liability is included under the general liability policy for the full term of the policy, or continuous until cancelled or non-renewed.

CERTIFICATE HOLDERCity of Chanhassen

7700 Market Blvd.

Chanhassen, MN 55317

USA**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)
ddebuhr
70366651

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

01/03/2024

NAME OF INSURED: LTF Club Operations Company, Inc.

INSURER: AIU INS CO NAIC# 19399

COVERAGE: WORKERS COMPENSATION

POLICY NUMBERS:

WC080772093 (CA)

WC080772094 (WI)

INSURER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA NAIC# 19445

COVERAGE: EXCESS WORKERS COMPENSATION

POLICY NUMBER:

XWC3332266 (OH)

EFFECTIVE DATE: 12/15/23

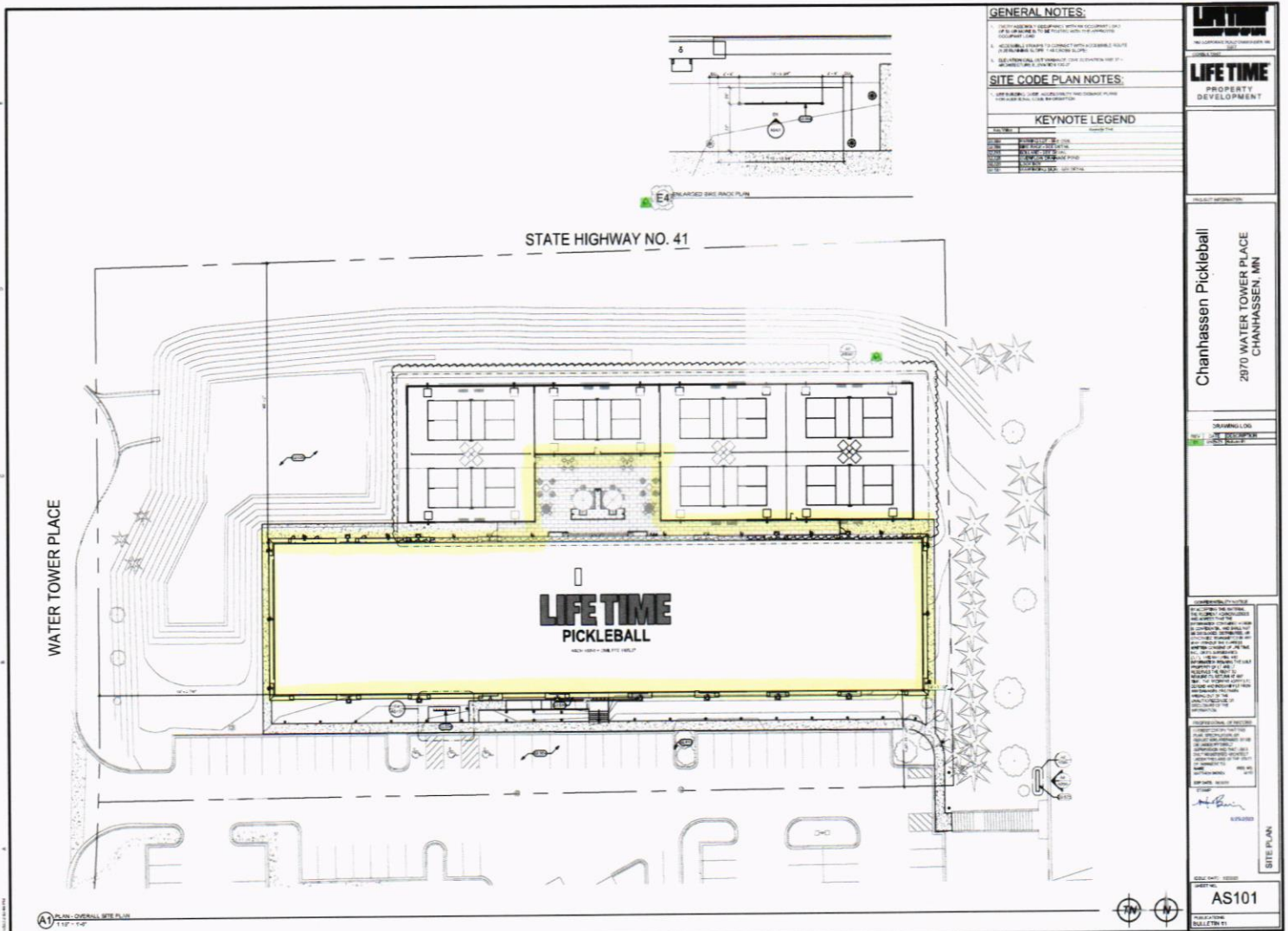
EXPIRATION DATE: 12/15/24

X PER STATUTORY

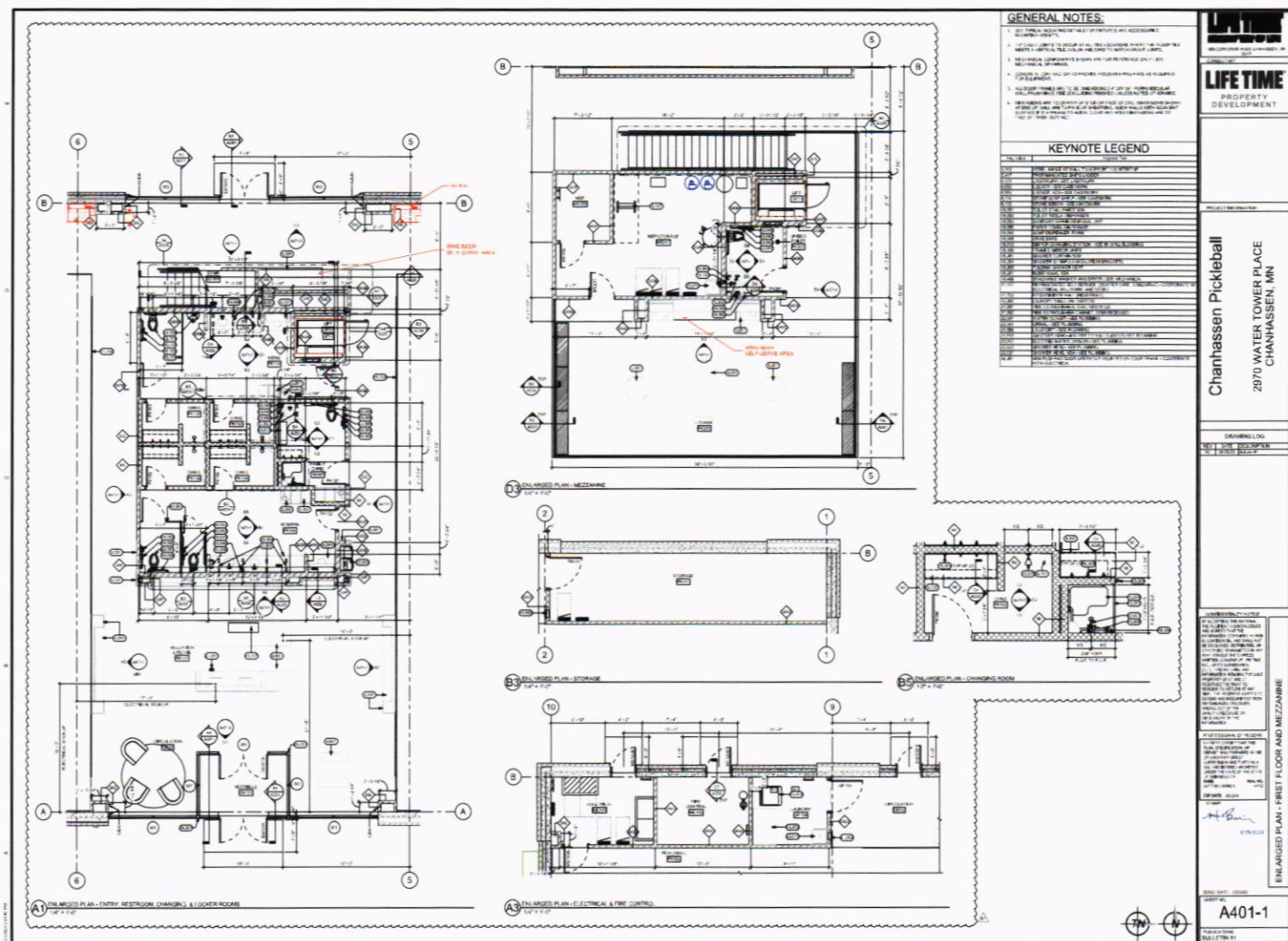
E.L. EACH ACCIDENT: 1,000,000

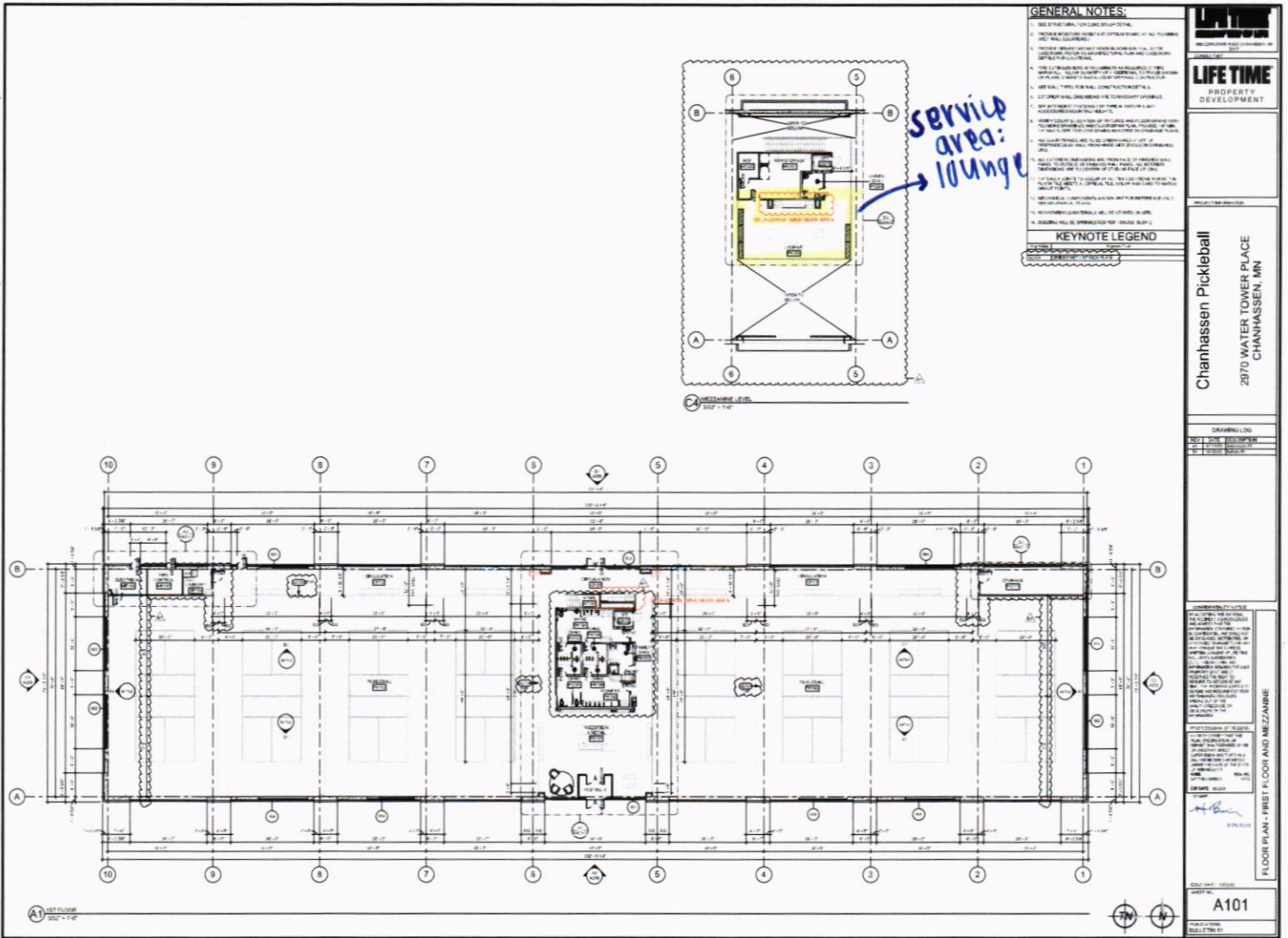
E.L. DISEASE - EA EMPLOYEE 1,000,000

E.L. DISEASE - POLICY LIMIT 1,000,000



consumption: entirety of premises





AFFIDAVIT OF MAILING NOTICE

290

**CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA**

**NOTICE OF PUBLIC HEARING
REQUEST FOR AN ON-SALE INTOXICATING LIQUOR LICENSE
WITH SUNDAY SALES FOR A CLUB
LTF CLUB OPERATIONS COMPANY, INC. DBA LIFE TIME PICKLEBALL
2970 WATER TOWER PLACE**

NOTICE IS HEREBY GIVEN that the Chanhassen City Council will hold a public hearing on Monday, May 13, 2024, at 7:00 p.m. in the Council Chambers at 7700 Market Boulevard, to consider issuing an on-sale intoxicating liquor license with Sunday sales for a Club to LTF Club Operations Company, Inc. dba Life Time Pickleball located at 2970 Water Tower Place.

All interested persons may appear and express their opinions regarding this application at said time and place. Chanhassen City Code requires that all property owners within 500 feet of the site be notified in writing. If you have any questions, contact Jenny Potter at 952-227-1107.

Jenny Potter, City Clerk

(Published in the Sun Sailor on May 2, 2024)

**CITY OF CHANHASSEN
CARVER AND HENNEPIN COUNTIES, MINNESOTA**

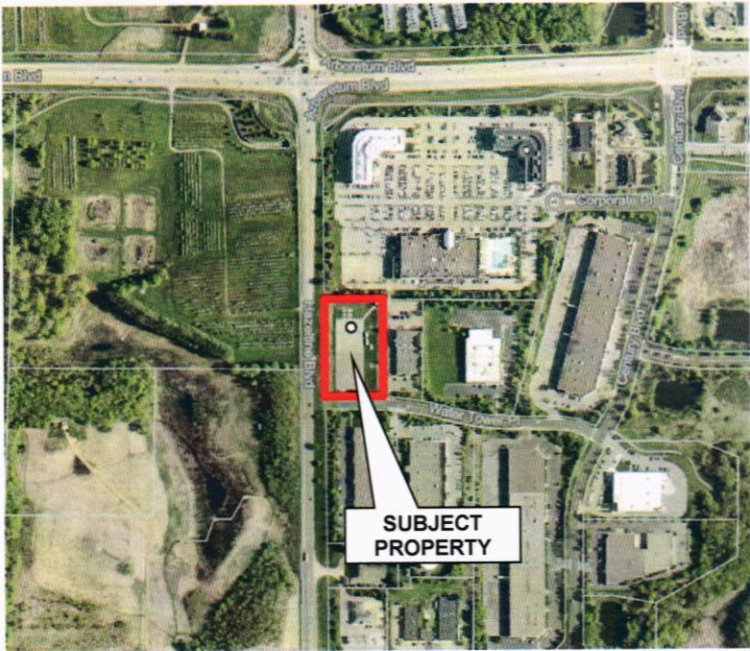
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Jenny Potter, City Clerk

(Published in the Sun Sailor on May 2, 2024)



Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 952-227-1107. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

«TAX_NAME»
«ATTN»
«TAX_ADD_L1»
«TAX_ADD_L2»



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«Next Record» «TAX_NAME»
«TAX_ADD_L1»
«TAX_ADD_L2»

Tax name	ATTN	Tax add l1	Tax add l2
BOERGER BUILDING LLC		2860 WATERTOWER PL	CHANHASSEN, MN 55317-8004
LTF REAL ESTATE COMPANY INC		2902 CORPORATE PL	CHANHASSEN, MN 55317-4560
LTF REAL ESTATE MP II LLC		2902 CORPORATE PLACE	CHANHASSEN, MN 55317-
REGENTS OF UNIV OF MINNESOTA		319 15TH AVE SE	MINNEAPOLIS, MN 55455-
BALL RANCH CO LLC		6495 CITY WEST PKWY	EDEN PRAIRIE, MN 55344-
COEUR TERRA LLP		6495 CITY WEST PKWY	EDEN PRAIRIE, MN 55344-
LTF CLUB OPERATIONS COMPANY, INC.	ATTN DALEENA SUVANPHIM	2902 CORPORATE PLACE	CHANHASSEN, MN 55317-4560

City Council Item

May 13, 2024



Item	Consider Approval of Comcast Franchise Agreement	
File No.		Item No: G.1
Agenda Section	<u>GENERAL BUSINESS</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By		

SUGGESTED ACTION

The Chanhassen City Council approves entering into a cable franchise agreement with Comcast.

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

SUMMARY

BACKGROUND

The Chanhassen City Council held a public hearing on April 22, 2024 to consider an application from Comcast of Arkansas/Louisiana/Minnesota/Mississippi/Tennessee, LLC (“Comcast”) requesting a cable franchise from the City of Chanhassen (“City”) to provide cable service in the City. Attorney Brian Grogan, Moss & Barnett, reviewed and prepared a report regarding the Comcast application. A resolution was adopted by the City Council concluding that Comcast possesses the requisite legal, technical, and financial qualifications to own and operate a cable system in the City.

DISCUSSION

The City thereafter conducted franchise negotiations with Comcast. The City used the existing

MetroNet cable franchise and Mediacom cable franchise as a starting point for the negotiations with Comcast to ensure that competing cable operators will be franchised under similar terms and conditions. The focus of the Comcast negotiations was to address Comcast's fiber-to-the-premise (FTTP) cable system and related issues.

Comcast proposes to build fiber to every dwelling unit and commercial building within the City. Comcast has committed to complete the physical construction of the Cable System and offer Cable Services throughout the Service Area no later than twenty-four (24) months from the effective date of the franchise. In addition, the initial construction of the Cable System shall include all residential dwellings located in Hesse Farms.

The Franchise also addresses certain requests from Comcast regarding permitting and construction standards. Those obligations are outlined in Section 3 of the franchise. The goal of these provisions is to speed the granting of construction permits to facilitate the short construction season available in Minnesota and to provide the necessary protections to the City to verify that construction is proceeding in accordance with applicable code provisions and the terms of the Franchise.

The franchise also includes strong customer service provisions as well as local public, education, and government (PEG) access provisions, which meet or exceed those imposed upon MetroNet and Mediacom, to ensure that local programming content will be available on the cable system. The franchise also contains a number of security provisions including insurance, indemnification and bonding to protect the City's interests over the 10-year franchise term.

Also see attached for a memo related to broadband/internet service regulations (or lack thereof at the city level).

BUDGET

The franchise includes a 5% franchise fee and a 60¢ per subscriber, per month PEG Fee. In addition, with advanced written notice to Comcast, the City has the option to require that Comcast increase the PEG Fee up to one percent (1%) of gross revenues so long as all other franchised cable operators have the same requirement. These requirements are consistent with the existing MetroNet franchise and are consistent with the City's future needs and interests with respect to local PEG programming. These amounts are also permitted to be included in a local cable franchise under state and federal law.

RECOMMENDATION

ATTACHMENTS

[Comcast Cable Franchise - Chanhassen](#)

[2024 Comcast Franchise - Chanhassen](#)

[Staff Memo re Internet Data Cap - Chanhassen](#)



Moss & Barnett

We Advise.  You Decide.

Comcast Cable Franchise

City of Chanhassen, Minnesota

May 13, 2024

Presented by: Brian T. Grogan, Esq

 LAWMOSS.COM

1



Cable Franchising

- Existing Mediacom franchise
 - Granted in 2013
 - 10-year term (currently in renewal process)
- Existing MetroNet franchise
 - Granted in 2021
 - 10-year term (MetroNet requested termination of franchise/no longer provides video service)
- Comcast competitive franchise request
 - March 20, 2024 – City received Comcast's application requesting a cable franchise
 - April 22, 2024 – Public hearing regarding applications received
 - City found Comcast qualified and authorized staff to continue to negotiate franchise



Franchise Negotiations

City Goals

- Substantially similar franchise obligations
 - for all franchised cable operators serving the City
- Compliance with local, state and federal laws

March 2024 – May 2024

- Comcast provided City with mark-up of City's draft cable franchise
- City staff and Comcast negotiate franchise

Franchise Terms

The following is a “summary” of the Comcast Franchise terms

Please refer to the Franchise included in the City Council agenda packet for the precise contractual requirements and obligations of the parties.

Franchise Terms

- 10-year term
- 5% Franchise fee
 - Strong definition of “Gross Revenues”
 - Bundled services addressed
 - Payments due to City quarterly
- Performance bond - \$50,000
- Strong customer service standards
- Local phone number and website address for City/residents to contact regarding construction related inquiries

Franchise Terms

- 2 PEG channels
 - Dedicated channel capacity – public, education and government
 - PEG Channels provided in SD and HD
 - PEG Fee = \$.60 per subscriber, per month, paid to City quarterly
 - No sooner than 1/1/2025, with advanced notice, PEG Fee may increase up to 1% of G.R.
- Free service to public buildings and schools
 - Provide complimentary service
 - Advance notice to City if Comcast begins franchise fee offset for free service
- PEG transport
 - City Hall (new City Hall)



System Build Out

■ Initial Service Area

- Cable service provided to every dwelling unit and commercial building in the Service Area
- Construction and Cable service offered throughout the Service Area no later than 24 months from the effective date of the Franchise
- Construction shall include all residential dwellings located in Hesse Farms and as listed in the Franchise
- Comcast will prepare reports or schedule a meeting to report on construction/operations, upon request of the City



Moss & Barnett

We Advise.  You Decide.

Recommendation

City Administration and Legal Counsel

Recommend Approval of:

Comcast Cable Franchise

Brian T. Grogan, Esq.

Moss & Barnett, A Professional Association
150 South Fifth Street, Suite 1200, Minneapolis, MN 55402
(612) 877-5340 / Brian.Grogan@lawmoss.com

 **LAWMOSS.COM**

CABLE TELEVISION FRANCHISE ORDINANCE

City of Chanhassen, Minnesota

May 2, 2024

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ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF CHANHASSEN, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

The City Council of the City of Chanhassen ordains.

STATEMENT OF INTENT AND PURPOSES

The City of Chanhassen intends, by the adoption of this Franchise, to bring about the construction of an all fiber Cable System and the continued operation of it. Such an all fiber Cable System can contribute significantly to the communications needs and desires of the residents and citizens of the City and the public generally. Further, City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

FINDINGS

In the review of the request for a franchise by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee's technical ability, financial condition, legal qualifications, character and other municipal franchise experience were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for constructing and operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by City complies, to the best of their knowledge, with the existing applicable State statutes, federal laws and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

SECTION 1. SHORT TITLE AND DEFINITIONS

1.1 Short Title. This Franchise shall be known and cited as the Cable Television Franchise Ordinance.

1.2 Definitions. For purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have

their meaning as otherwise defined in this section. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

(a) “Applicable Laws” means any local law, or federal or State statute, law, regulation or other final legal authority governing any of the matters addressed in this Franchise.

(b) “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7)(1993).

(c) “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and the Telecommunications Act of 1996, Pub. L. No. 104-458 and as the same may, from time to time, be amended.

(d) “Cable Service” or “Service” means:

- (i) The one-way transmission to Subscribers of (i) video programming, or
- (ii) other programming service; and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include:

- (i) A facility that serves only to retransmit the television signals of one (1) or more television broadcast stations;
- (ii) A facility that serves Subscribers without using any public rights-of-way;
- (iii) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541) to the extent such facility is used in the transmission of video programming directly to Subscribers; unless the extent of such use is solely to provide interactive on-demand services;
- (iv) An open video system that complies with Section 653 of the Cable Act; or
- (v) Any facilities of any electric utility used solely for operating its electric utility system.

(f) “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

- (g) “City” means the City of Chanhassen, Minnesota as represented by the Council or any delegate acting within the scope of its jurisdiction. The City Manager shall be responsible for the continuing administration of this Franchise.
- (h) “Council” means the City Council of the City of Chanhassen, Minnesota.
- (i) “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest feeder cable of the System.
- (j) “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.
- (k) “Franchise” means this Franchise and the regulatory and contractual relationship established hereby.
- (l) “Franchise Fee” means any tax, fee or assessment of any kind imposed by the City or any other Governmental Authority on a Grantee or cable Subscriber, or both, solely because of their status as such. The term “Franchise Fee” does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise to be incurred by the Grantee for PEG Access Facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.
- (m) “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).
- (n) “Governmental Authority” means any court or other federal, State, county, municipal or other governmental department, commission, board, agency or instrumentality.
- (o) “Grantee” is COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC, its agents and employees, lawful successors, transferees or assignees.
- (p) “Gross Revenues” means, and shall be construed broadly to include, all revenues derived directly or indirectly by Grantee and/or an Affiliated Entity that is the cable operator of the Cable System, from the operation of Grantee’s Cable System to provide Cable Services within the City. Gross Revenues include, by way of illustration and not limitation:
- (i) monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or

premium Cable Services, pay-per-view, pay-per-event, and video-on-demand Cable Services);

(ii) fees paid to Grantee for Channels designated for commercial/leased access use and shall be allocated on a pro rata basis using total Cable Service Subscribers within the City;

(iii) Converter, digital video recorder, remote control, and other Cable Service equipment rentals, leases, or sales;

(iv) installation, disconnection, reconnection, change-in service, “snow-bird” fees;

(v) Advertising Revenues as defined herein;

(vi) late fees, convenience fees, and administrative fees;

(vii) other service fees such as HD fees, convenience fees, broadcast fees, regional sports fees, home tech support fees, bill payment fees for in-person or phone payments, additional outlet fees, and related charges relating to the provision of Cable Service;

(viii) revenues from program guides and electronic guides;

(ix) Franchise Fees;

(x) FCC regulatory fees;

(xi) except as provided in subsection (ii) below, any fee, tax or other charge assessed against Grantee by municipality, which Grantee chooses to pass through and collect from its Subscribers; and

(xii) commissions from home shopping channels and other Cable Service revenue sharing arrangements, which shall be allocated on a pro rata basis using total Cable Service Subscribers within the City.

(1) “Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System Subscribers within the City and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising. Additionally, Grantee agrees that Gross Revenues subject to Franchise Fees shall include all commissions, representative fees, Affiliated Entity fees, or rebates paid to National Cable Communications and Comcast Spotlight, or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service Subscribers reached by the advertising.

(2) “Gross Revenues” shall not include:

(A) actual bad debt write-offs, except any portion which is subsequently collected, which shall be allocated on a pro rata basis using Cable Services revenue as a percentage of total Subscriber revenues within the City; and

(B) unaffiliated third-party advertising sales agency fees which are reflected as a deduction from revenues.

(xiii) Grantee shall allocate fees and revenues generated from bundled packages and services to cable revenues pro rata based on the current published rate card for the packaged services delivered on a stand-alone basis as follows:

(1) To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a GAAP methodology that allocates revenue, on a pro rata basis, when comparing the bundled service price and its components to the sum of the published rate card, except as required by specific Applicable Law (for example, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value). The City reserves its right to review and to challenge Grantee's calculations.

(2) Grantee reserves the right to change the allocation methodologies set forth in this section in order to meet the standards required by governing accounting principles as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Grantee will explain and document the required changes to the City upon request or as part of any audit or review of Franchise Fee payments, and any such changes shall be subject to the next subsection below.

(3) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the parties, but should no resolution be reached, the parties agree that reference shall be made to GAAP as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the foregoing, the City reserves its right to challenge Grantee's calculation of Gross Revenues, including the interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

(q) "Headend" means the point of origination and processing for most of the signals received by the Cable System from external content providers.

(r) "Installation" means the connection of the System from feeder cable to the point of connectivity.

(s) “Normal Business Hours” means those hours during which most similar businesses in the City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours at least one (1) night per week and/or some weekend hours.

(t) “Normal Operating Conditions” means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

(u) “PEG” means public, educational and governmental.

(v) “Person” means any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

(w) “Public, Educational or Governmental Access Facilities” or “PEG Access Facilities” means:

(i) Channel capacity designated for public, educational or governmental use; and

(ii) Facilities and equipment for the use of such Channel capacity.

(x) “Section 621 Order” means the Third Report and Order in MB Docket No. 05-311 adopted by the FCC on August 1, 2019, as modified by any subsequent order or court decision.

(y) “Service Area” or “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted, unless otherwise specified in this Franchise.

(z) “Service Interruption” means the loss of picture or sound on one (1) or more Cable Channels.

(aa) “Standard Installation” means the first Two Hundred Fifty (250) feet of residential Drop.

(bb) “State” means the State of Minnesota.

(cc) “Street” means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane or public sidewalk in which the city has an interest, including other dedicated rights-of-way for travel purposes and utility easements of the city. “Street” shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures and other structures or

improvements, regardless of whether they are situated in the public right-of-way. A Street does not include the airwaves above a street with regard to cellular or other non-wire telecommunications or broadcast service.

(dd) “Subscriber” means any Person who lawfully elects to subscribe to Cable Service via the System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant or occupant.

(ee) “Wireline MVPD” means a multichannel video programming distributor that utilizes the Streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of video programming in the City.

1.3 Written Notice. All notices, reports or demands required or permitted to be given under this Franchise shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when five (5) days have elapsed after it has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to City: City Clerk
7700 Market Boulevard
P.O. Box 147
Chanhassen, MN 55317

If to Grantee: Comcast Regional Vice President
Comcast Twin Cities
10 River Park Plaza
St. Paul, MN 55331

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 2. GRANT OF AUTHORITY

2.1 Franchise Required. It shall be unlawful for any Person, unless specifically required by Applicable Laws, to construct, install, operate or maintain a Cable System or to offer Cable Service in the City, unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid franchise.

2.2 Grant of Franchise. This nonexclusive Franchise is granted pursuant to the terms and conditions contained herein. The City hereby authorizes Grantee to occupy or use the City’s Streets subject to: (i) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and (ii) all applicable provisions of the City Code. Unless this Franchise has expired pursuant to Section 2.4 herein or this Franchise is otherwise terminated pursuant to Section 9.6 herein, this Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to

prohibit Grantee from: (i) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (ii) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

2.3 Grant of Nonexclusive Authority.

(a) The Franchise granted herein shall be nonexclusive. The City specifically reserves the right to grant, at any time, such additional franchises for a Cable System as it deems appropriate provided, however, such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described herein. If any other Wireline MVPD enters into any agreement with the City to provide multi-channel video programming or its equivalent to residents in the City, the City, upon written request of the Grantee, shall permit the Grantee to construct and/or operate its Cable System and provide multi-channel video programming or its equivalent to Subscribers in the City under the same material terms as applicable to the new MVPD as determined in the City's sole discretion. Within one hundred eighty (180) days after the Grantee submits a written request to the City, the Grantee and the City shall enter into an agreement or other appropriate authorization (if necessary) containing any modified terms and conditions to this Franchise.

(b) The Cable System constructed and maintained by Grantee, or its agents, shall not interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee so long as Grantee has received written authorization from pole/facility owner prior to installation. The City shall have no responsibility in assisting Grantee with acquiring said authorization. Nothing in this section authorizes the Grantee to construct poles in the City without prior City consent consistent with the City Code.

(c) Notwithstanding the above grant to use Streets, no Street shall be used by Grantee if City, in its sole opinion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Street was created or dedicated, or with the present use of the Street.

(d) Grantee shall have the authority to use Streets for the distribution of Grantee's System, subject to approval by the City based on location and depth. The City may require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

(e) The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Subject to the police power exception below, and consistent with Minn. Stat. § 238.086, to the extent there is a conflict in language between this Franchise and a City ordinance regulating the Grantee's use of the Streets, the terms of this Franchise shall prevail. Subject to express federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to the City Code, ordinances or any regulation of City, except in the lawful exercise of City's police power. Grantee acknowledges that

the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code; however, Grantee reserves any rights it may have to challenge such modifications to the City Code whether arising in contract or at law. The City reserves all of its rights and defenses to such challenges whether arising in contract or at law.

(f) Nothing in this Franchise shall (i) abrogate the right of the City to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances promulgated by the City or (iii) be construed as a waiver or release of the rights of the City in and to the Streets.

(g) This Franchise complies with the Minnesota franchise standards set forth in Minn. Stat. § 238.084. The City and the Grantee shall conform to Minnesota laws promulgated subsequent to the date of this Franchise. The City and the Grantee shall conform to federal laws and regulations as they become effective.

2.4 Term. The initial term of this Franchise shall be for the period of ten (10) years from the date of acceptance by Grantee, unless renewed, revoked or, terminated sooner as herein provided ("Initial Term"). Upon mutual agreement by City and Grantee, the Initial Term may be extended for an additional five (5) years. Grantee shall provide written notice to the City at least eighteen (18) months prior to the end of the Initial Term requesting such five (5) year extension. City shall respond within ninety (90) days of such written notice from Grantee by either granting the five (5) year extension or stating in writing any objection the City may have to the five (5) year extension. Nothing herein shall serve to waive Grantee's right to renewal of the Franchise under Applicable Law.

2.5 Reserved.

2.6 Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the City Code or Applicable Law.

2.7 Territorial Area Involved.

(a) This Franchise is granted for the Service Area.

(b) Grantee shall design, construct and maintain the Cable System to pass, and have the capability to serve, every dwelling unit and commercial building in the Service Area for the term of this Franchise. Grantee shall complete physical construction of the Cable System and offer Cable Services throughout the Service Area no later than twenty-four (24) months from effective date of this Franchise. The initial construction of the Cable System shall include all residential dwellings located in Hesse Farms and as listed in Exhibit A attached hereto.

(c) Grantee shall not be required to extend the Cable System beyond the Service Area unless there is a minimum density equivalent of thirty (30) homes per cable mile of System, as measured from the nearest splitter on the Cable System.

(d) After Service has been established by activating trunk and/or distribution cables in the Service Area as such area may be extended over time, Grantee shall provide Cable Service to any requesting Subscriber within the Service Area within thirty (30) days from the date of request, provided that the Grantee is able to secure access to all rights-of-way and any other rights necessary to extend Service to such Subscriber within such thirty (30) day period on reasonable terms and conditions.

(e) Grantee shall bury all Drops to Subscribers' dwellings when required by local construction standards within a reasonable time period. In the event the ground is frozen or otherwise unsuitable to permit immediate burial, Grantee shall be permitted to delay such burial until the ground becomes suitable for burial and shall complete said burial no later than June 1st of each year, or, due to unforeseen delays, such other date mutually agreed upon by the City and Grantee.

2.8 Governing Requirements and Non-waiver of Rights. City and Grantee shall comply with all lawful requirements of this Franchise and Applicable Law. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and has the right to enter into, execute and perform its obligations under this Franchise and that Grantee believes that said terms and conditions are not unreasonable and are valid and binding obligations. Subject to the foregoing, nothing in this Franchise shall be construed as a waiver of any rights of the City or Grantee.

SECTION 3. CONSTRUCTION STANDARDS

3.1 Permits. Grantee shall not construct any Cable System facilities until Grantee has secured the necessary permits from City or other Governmental Authority. Grantee shall comply with Section 17 of the City Code.

3.2 Grantee's Facilities and Equipment.

(a) In those areas of the City where transmission or distribution facilities of all the public utilities providing telephone and electric power service are underground, the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.

(b) When installing its facilities underground, Grantee will install its fiber utilizing boring technology and procedures. In areas with high construction costs and/or where the deployment of conduit is not cost effective or feasible, on a case-by-case basis, subject to City approval, which approval will not be arbitrarily, discriminatorily, or unreasonably withheld, conditioned or delayed, Grantee may install its fiber utilizing open trench or micro-trenching technology and procedures.

(c) Grantee shall have the right to pothole in a paved driveway, sidewalk, trail or street to locate other buried utilities. Grantee shall not be required to remove and replace full or

half street sections as a result of pothole operations. In extraordinary circumstances, removal of full joint to joint panels may be warranted. Grantee shall use commercially reasonable standards and efforts to restore any driveway, walkway or Street to the same, or substantially similar, condition that existed before Grantee's excavation. Notwithstanding the foregoing, Grantee shall be allowed to locate its underground facilities at a minimum depth of 18" in the right of way and at a depth of 44" under a Street unless, in the opinion of the City, there are other facilities located at or near that depth or locating at that depth will pose a safety hazard.

(d) Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district following standard lot lines in any areas annexed by City or new developments, subject to any other restrictions that may be placed on the easements.

(e) In those areas of the City where Grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the Grantee likewise shall construct, operate and maintain its transmission and distribution facilities underground, at Grantee's cost.

(f) Certain of Grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground closures, however, the City specifically reserves all of its rights to approve above-ground or underground locations for pedestals subject to Applicable Laws.

3.3 System Upgrades/Extensions and Construction.

(a) Grantee shall obtain all necessary permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall strictly adhere to all State and local laws and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

(b) During construction of the System in the Service Area, Grantee will implement a construction communications plan and will use commercially reasonable efforts to meet the following timelines and standards, as they relate to each approved construction application permit area:

(i) At least four (4) days, but no more than ten (10) days, prior to the commencement of construction, Grantee will place doorhangers on each residential dwelling or commercial property in that area advising occupants of upcoming construction activities and providing a local phone number to contact which Grantee will staff with representatives able to answer questions or concerns specifically related to the construction of the System in the Service Area.

(ii) At least fourteen (14) days, but no more than thirty (30) days, prior to the commencement of construction in a residential area, Grantee will have an internet landing page (website) where the City can direct community members.

(iii) Each communication provided to an address, including the doorhangers, will include the URL to Grantee's construction website: <https://midwest.comcast.com/chanhassenexpansion/>. On this website residents can find updated information regarding the construction plans in their area including:

- (1) Frequently Asked Questions about what to expect during the construction process;
- (2) Information on how residents will be notified that service is available in their neighborhood and how to order services; and
- (3) Construction completion updates.

(c) Consistent with Applicable Law, the City shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and Applicable Law.

3.4 Report on Operations. In order for the City to properly monitor construction of the Cable System and enforce the provisions of this Franchise, the Grantee shall, upon request of the City, promptly schedule a meeting with the City Manager or its designee or, if requested, make available to the City Manager or its designee, City maps and other documentation with respect to Grantee's Cable System operations, affairs, transactions, or property in the City in addition to showing exactly where within the City the Grantee has deployed Cable Service and related information. Such meetings shall also, upon request, address compliance with all applicable construction codes, regulations and Applicable Laws.

3.5 Repair of Streets and Property.

(a) Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee consistent with Applicable Law. Any disputes Grantee may have with property owners shall not serve to unreasonably delay the City's processing of permits for construction of the System.

(b) Consistent with Section 17 of the City Code, Grantee will use commercially reasonable efforts to restore property within three (3) business days of the disturbance, subject to factors beyond Grantee's reasonable control. Consideration will be given to the amount of restoration needed with each boring and Grantee will endeavor to conduct borings in a manner which requires the least amount of restoration (e.g. when appropriate using streets and sidewalks for equipment rather than lawns, etc.). After boring under the street / curb and sidewalks, Grantee will inspect for any heaving that may have occurred from the boring process. City reserves its right to inspect Grantee's restoration work in accordance with Chapter 17 of the City Code.

3.6 Conditions on Street Use.

- (a) Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- (b) The Grantee shall furnish to, and file with City Manager, the maps showing the location of the physical plant constructed, including underground facilities and, shall at all times, comply with Section 17-92 of the City Code. Grantee shall file with City updates of such maps, annually if changes have been made in the System, and any other information the parties mutually agree upon.
- (c) If at any time during the period of this Franchise, the City shall elect to alter, or change the grade or location of any Street, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.
- (d) The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Street shall be so placed as to comply with the City Code.
- (e) The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

3.7 Tree Trimming. Upon advance notice and approval by City, Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets and public places of the City, so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee. City representatives shall have authority to supervise and approve all trimming of trees conducted by Grantee.

3.8 Protection of Facilities. Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

3.9 Use of Grantee's Facilities. The City shall, at its own expense, have the right to install and maintain upon the poles and within the underground pipes and conduits of Grantee, any wires and fixtures desired by the City to the extent that such installation and maintenance does not interfere with existing operations of Grantee in Grantee's sole discretion.

3.10 Construction Hours. Grantee and its contractors may perform construction activities including, but not limited to, boring, aerial construction, pulling cable, splicing and clean-up work ("Construction Activities") from 7 AM until 6 PM, Monday through Friday and 9 AM until 5 PM Saturday. Upon advanced request by Grantee the City may provide permission for Grantee and its contractors to perform work on Sundays.

SECTION 4. DESIGN PROVISION

4.1 Minimum Channel Capacity.

(a) Grantee shall develop, construct and continue to provide for the term of this Franchise a fiber-to-the-premises Cable System which is engineered and activated to deliver a minimum of eighty (80) video programmed Channels.

(b) All programming decisions remain the sole discretion of Grantee subject to City's rights pursuant to 47 U.S.C. § 545.

(c) Grantee shall comply with federal law regarding notice to City and Subscribers prior to any Channel additions, deletions, or realignments.

4.2 Technical Standards. The System shall at all times meet the technical standards established by the FCC that are applicable to a fiber-to-the-premises system as they may be amended from time to time and shall be operated so as to minimize disruption of signal to Subscribers. Grantee shall construct a fiber-to-the-premises network designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFPA 70) and the National Electrical Safety Code (ANSI C2). Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.

4.3 Special Testing. City may require Grantee to conduct special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. Nothing in this Section 4.3 shall waive the City's rights to enforce Grantee's compliance with the requirements of the City Code.

4.4 FCC Reports. To the extent applicable to Grantee's Cable System, the results of tests required to be filed by the FCC shall also be copied to the City within ten (10) days of the conduct of the tests with the City.

4.5 Emergency Alert Capability. At all times during the term of this Franchise, Grantee shall provide and maintain an Emergency Alert System (EAS) consistent with applicable federal law and regulations including 47 C.F.R., Part 11, and any Minnesota State EAS requirements. The City may identify authorized emergency officials for activating the EAS consistent with the

Minnesota State Emergency Statewide Plan (“EAS Plan”). The City may also develop a local plan containing methods of EAS message distribution, subject to Applicable Laws and the EAS Plan. Nothing in this section is intended to expand Grantee’s obligations beyond that which is required by the EAS Plan and Applicable Law.

4.6 Parental Control Lock. Grantee shall provide, for sale or lease, to Subscribers, upon request, a parental control locking device or digital code that permits inhibiting the video and audio portions of any Channels offered by Grantee.

4.7 Right of Inspection. Nothing herein shall prevent City’s right to inspect all construction, reconstruction or installation work performed by Grantee pursuant to all applicable provisions of the City Code.

SECTION 5. SERVICE PROVISIONS

5.1 Rate Regulation. The City reserves the right to regulate rates for Basic Cable Service and any other Cable Services offered over the Cable System, to the extent not prohibited by Applicable Laws. The Grantee shall be subject to the rate regulation provisions provided for herein, and those of the FCC at 47 C.F.R., Part 76, Subpart N, as the same may be amended from time to time. The City shall follow the rules relating to cable rate regulation promulgated by the FCC at 47 C.F.R., Part 76, Subpart N, as the same may be amended from time to time. The City and Grantee acknowledge that upon the effective date of this Franchise the Grantee is subject to effective competition as determined by the FCC.

5.2 Leased Channel Service. Grantee shall offer leased channel service on reasonable terms and conditions and in accordance with Applicable Laws.

5.3 Consumer Protection and Service Standards. The following customer service standards shall apply once Grantee provides Cable Service to its first Subscriber in the City. Grantee shall maintain a convenient local customer service or bill payment location for receiving Subscriber payments; provided, however, nothing herein shall require Grantee to maintain an office in the City. Grantee shall also maintain or arrange for a location where equipment can be dropped off or exchanged as is necessary or, in the alternative, establish a system for having Subscriber equipment picked up at the Subscriber residence free-of-charge. Grantee shall also provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:

(a) Cable System office hours and telephone availability.

(i) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(1) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(2) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering

machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(ii) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis.

(iii) Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(v) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.

(b) Installations, Outages and Service Calls. Under Normal Operating Conditions, each of the following standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(i) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are those that are located up to two hundred fifty (250) feet from the existing distribution system.

(ii) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other Service problems the next business day after notification of the Service problem.

(iii) The "appointment window" alternatives for Installations, Service calls, and other Installation activities will be either a specific time or, at maximum, a four (4) hour time block during Normal Business Hours. (Grantee may schedule Service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(iv) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, Grantee shall use commercially reasonable efforts to promptly contact the customer. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(c) Communications between Grantee and Subscribers:

(i) Refunds. Refund checks will be issued promptly, but no later than either:

(1) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(2) The return of the equipment supplied by Grantee if Cable Service is terminated.

(ii) Credits. Credits for Cable Service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(d) Billing.

(i) Consistent with 47 C.F.R. § 76.1619, bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Cable Service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(ii) In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) days of receipt of the complaint.

(e) Subscriber Information. Grantee will provide written information on each of the following areas at the time of Installation of Service, at least annually to all Subscribers, and at any time upon request:

(i) Products and Services offered;

(ii) Prices and options for programming services and conditions of subscription to programming and other services;

(iii) Installation and Service maintenance policies;

(iv) Instructions on how to use the Cable Service;

(v) Channel positions of programming carried on the System; and

(vi) Billing and complaint procedures, including the address and telephone number of the City's cable office.

(1) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by Grantee, including the address of the responsible officer of the City. Subscribers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if

the change is within the control of Grantee. In addition, Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the information required by this Section 5.3(e).

(2) Unless otherwise mandate by federal law, for purposes of this Section, the availability of the foregoing information on Grantee's website shall constitute compliance.

(f) Notice or Rate Programming Change. In addition to the requirement of this subparagraph regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(g) Subscriber Contracts. Grantee shall, upon written request, provide the City with any standard form residential Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any standard form Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Grantee's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

(h) Refund Policy. If a Subscriber's Cable Service is interrupted or discontinued, without cause, for twenty-four (24) or more consecutive hours, Grantee shall, upon request by the Subscriber, credit such Subscriber pro rata for such interruption. For this purpose, every month will be assumed to have thirty (30) days.

(i) Late Fees. Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

(j) Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or Commission of the City.

(k) Subscriber Bills. Subscriber bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers, and in a way that (i) is not misleading and (ii) does not omit material information. Notwithstanding anything

to the contrary in Section 5.3(d), above, Grantee may, in its sole discretion, consolidate costs on Subscriber bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(l) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the City under the terms of the Franchise.

(m) Maintain a Complaint Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per day, seven (7) days a week.

(n) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill and in the customer service agreement provided for in Section 5.3(e), the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

(o) Subscriber Privacy. Grantee shall comply with all Applicable Laws related to the protection of a Subscriber's privacy including, but not limited to, 47 U.S.C. § 551 and Minn. Stat. §238.084 Subd. 1(s).

(p) Grantee Identification. Grantee shall provide all customer service technicians and all other Grantee employees entering private property with appropriate picture identification so that Grantee employees may be easily identified by the property owners and Subscribers.

SECTION 6. PUBLIC ACCESS PROVISIONS

6.1 Public, Educational and Government Access. City or its designee is hereby designated to operate, administer, promote, and manage public, educational, and governmental programming (hereinafter "PEG Access") to the Cable System established pursuant to this Section 6. Grantee shall have no responsibility whatsoever for PEG Access except as expressly stated in this section.

6.2 Grantee Support for PEG Usage. In accordance with the provisions of the Cable Act and Minn. Stat. § 238.084, Grantee shall provide and make available for PEG Access usage within the Service Area the following:

(a) Provision and use of the grant funds and Channels designated in Exhibit B of this Franchise for local educational and governmental programming and access use at no charge in accordance with the requirements of Exhibit B.

(b) Maintenance of the PEG Access Facilities and Channels, and support of educational and governmental programming to the extent specified in Exhibit B of this Franchise.

(c) Provision of free public building Installation and Cable Service and the provision of two-way capability as more clearly specified in Exhibit B.

(d) PEG Access Facilities shall be operated by the City.

SECTION 7. OPERATION AND ADMINISTRATION PROVISIONS

7.1 Franchise Fee.

(a) During the term of the Franchise, Grantee shall pay quarterly to the City a Franchise Fee of five percent (5%) of Gross Revenues. If any such law, regulation or valid rule alters the five percent (5%) Franchise Fee ceiling enacted by the Cable Act, then the City shall have the authority to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with Applicable Law. In the event Grantee bundles or combines Cable Services (which are subject to the Franchise Fee) with non-Cable Services (which are not subject to the Franchise Fee) so that Subscribers pay a single fee for more than one (1) class of service resulting in a discount on Cable Services, Grantee agrees that for the purpose of calculation of the Franchise Fee, it shall allocate to Cable Service revenue no less than a pro rata share of the revenue received for the bundled or combined services. The pro rata share shall be computed on the basis of the published charge for each service in the bundled or combined classes of services when purchased separately.

(b) Each Franchise Fee payment shall be paid quarterly not later than forty-five (45) days following the end of a given quarter and each payment shall be accompanied by a report in such form as the City may reasonably request showing the computation of the Franchise Fee as it relates specifically to the City's Franchise Area for the preceding calendar quarter and such other relevant facts as may be required by the City, including the completion of a Franchise Fee Payment Worksheet in the form attached hereto as Exhibit D.

(c) Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

(d) Any Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) days after the end of a given quarter shall be delinquent and shall immediately thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by Wall Street Journal, whichever is greater. Enforcement of unpaid Franchise Fees shall be handled in accordance with Section 9.6, however, Grantee shall in all cases be subject to interest on any payment more than forty-five (45) days after the end of a given quarter.

(e) Upon thirty (30) days prior written notice, City shall have the right to conduct an independent audit of Grantee's records. City shall not audit any period of time more than once. If such audit indicates a Franchise Fee underpayment of five percent (5%) or more, the Grantee shall assume all of City's out-of-pocket costs associated with the conduct of

such an audit and shall remit to City all applicable Franchise Fees due and payable together with interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

7.2 Non Franchise Fees.

(a) Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to the City pursuant to Section 7.1 hereof shall take precedence over all other payments, contributions, Services, equipment, facilities, support, resources or other activities to be provided or performed by the Grantee pursuant to this Franchise and that the Franchise Fees provided for in Section 7.1 of this Franchise shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which the Grantee shall be required to pay to the City and/or to any other Governmental Authority, all of which shall be separate and distinct obligations of Grantee.

(b) Grantee shall not apply or seek to apply or make any claim that all or any part of the Franchise Fees or other payments or contributions to be made by Grantee to City pursuant to this Franchise and shall be deducted from or credited or offset against any taxes, fees or assessments of general applicability levied or imposed by the City or any other Governmental Authority, including any such tax, fee or assessment imposed on both utilities and cable operators or their services.

(c) Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or any other Governmental Authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made pursuant by Grantee to City to this Franchise, each of which shall be deemed to be separate and distinct obligations of the Grantee.

7.3 Periodic Evaluation, Review and Modification. City and Grantee acknowledge and agree that the field of cable television is rapidly changing and one which may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for the maximum degree of flexibility in this Franchise, and to help achieve a continued, advanced and modern Cable System, the following evaluation provisions will apply:

(a) The City reserves the right to adopt rules and regulations controlling the procedures as set forth below and the subjects for evaluation sessions. In the absence of any City action taken to exercise these rights, Grantee shall be subject to the procedures and the subjects described in this Section 7.3.

(b) The City may require, in its sole discretion that the Grantee participate in evaluation sessions with the City at any time and from time to time during the term of this Franchise; provided, however, there shall not be more than one (1) evaluation session during any calendar year.

(c) Topics which may be discussed at any evaluation session include, but are not limited to, rates, Channel capacity, the System performance, programming, PEG Access,

municipal uses of the System, Subscriber complaints, judicial rulings, FCC rulings and any other topics the City or Grantee may deem relevant.

(d) During an evaluation session, Grantee shall fully cooperate with the City and shall provide without cost and in a timely manner such information and documents as the City may reasonably request to perform the evaluation.

(e) As a result of an evaluation session, the City or Grantee may determine that an amendment in the terms of this Franchise may be required, that the requirements of the System or this Franchise should be updated, changed or revised, and/or that additional services should be provided by Grantee (collectively a "Proposed Modification"). If the Proposed Modification is consistent with the terms of this Franchise, the needs of the City and existing state-of-the-art technology, including what is provided by Grantee in other systems owned, operated or managed by it, its parent company or any affiliated company, Grantee and the City will, in good faith, review the terms of the Proposed Modification and consider amending this Franchise accordingly.

7.4 Reports.

(a) All reports and records required under this Franchise shall be furnished at the sole expense of Grantee, except as otherwise provided in this Franchise.

(b) Grantee shall provide City with an annual statement, within ninety (90) days of the close of each calendar year end, certified by an officer of the Grantee, reflecting the total amounts of Gross Revenues and all payments, and computations of the Franchise Fee for the previous calendar year.

7.5 Records Required and City's Right to Inspect.

(a) Upon request of the City, Grantee shall provide the following information to the City:

(i) a summary of service calls, identifying the number, general nature and disposition of such calls, in a form reasonably acceptable to the City; and

(ii) a summary of Grantee's compliance with the terms and provision of the customer service requirements set forth in Section 5.3 of this Franchise.

(b) Upon request of the City and in no event later than thirty (30) days from the date of receipt of such request, Grantee shall, free of charge, prepare and furnish to the City such additional reports with respect to its operation, affairs, transactions, or property, as may be reasonably necessary to ensure compliance with the terms of this Franchise. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant with the terms of this Franchise.

(c) The City agrees to request access to only those books and records, in exercising its rights under this section, which it deems reasonably necessary for the enforcement and administration of this Franchise.

7.6 Recovery of Processing Costs. To aid in the analysis and resolution of any future disputed matters relative to this Franchise, the City and Grantee may, by mutual written agreement (both as to whether to hire and whom to hire), employ the services of technical, financial and/or legal consultants, as mediators. All reasonable fees of the consultants incurred by the City and/or the Grantee in this regard shall, unless the parties otherwise agree, be borne equally by City and Grantee.

SECTION 8. GENERAL FINANCIAL AND INSURANCE PROVISIONS

8.1 Security Fund.

(a) Upon acceptance of this Franchise, Grantee shall establish and provide to City a security fund, as security for the full and timely payment and performance by Grantee of all of its obligations under this Franchise in the amount of Fifty Thousand and No/100 Dollars (\$50,000) in the form of a performance bond, established in a local bank and maintained throughout the term of this Franchise. At such time as a majority of Grantee's construction in the Service Area is substantially complete, and provided Grantee is not in default under this Agreement and there are no uncured issues related to construction, the amount of the performance bond shall be reduced to Ten Thousand Dollars (\$10,000) for the remainder of the Franchise term.

(b) The security fund may be drawn upon by City for those purposes specified in Section 9.6 hereof. Grantee's recourse, in the event Grantee believes that City's actions in taking any security funds is improper, shall be through legal action after the security has been drawn upon. Actions brought by Grantee hereunder may be subject to 47 U.S.C. §555A - Limitations of Franchising Authority Liability - which is hereby incorporated by reference as if fully set forth herein.

(c) Nothing herein shall be deemed a waiver of the normal permit requirements made of all contractors working within the City's rights-of-way.

8.2 Liability Insurance.

(a) Grantee shall with its acceptance of this Franchise, and at its sole expense, take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the State of Minnesota with a rating by A.M. Best & Co. of not less than "A" that shall protect the Grantee, the City and their officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee's vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million Dollars (\$2,000,000.00). The following endorsements shall be attached to the liability policy:

(i) The policy shall provide coverage on an "occurrence" basis.

- (ii) The policy shall cover personal injury as well as bodily injury.
 - (iii) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
 - (iv) Broad form property damage liability shall be afforded.
 - (v) The City shall be named as an additional insured on the policy.
 - (vi) An endorsement shall be provided which states that the coverage is primary insurance and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage.
 - (vii) Standard form of cross-liability shall be afforded.
 - (viii) An endorsement stating that the policy shall not be canceled without thirty (30) days' notice of such cancellation given to the City ten (10) days' notice in the event of nonpayment)
- (b) Grantee shall submit to City documentation of the required insurance, including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements.

8.3 Indemnification.

- (a) Grantee shall indemnify, defend and hold City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including attorney's fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise, the operation of Grantee's System, the breach by Grantee of its obligations under this Franchise and/or the activities of Grantee, its subcontractor, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee's employees, including compliance with Social Security and withholdings.
- (b) The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise, or the terms, applicability or limitations of any insurance held by Grantee.
- (c) City does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by

City, or the deposit with City by Grantee, of any of the insurance policies described in this Franchise.

(d) The indemnification of City by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of the Grantee's operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(e) Grantee shall not be required to indemnify City for negligence or misconduct on the part of City or its officials, boards, commissions, agents, or employees. City shall hold Grantee harmless, subject to the limitations in Minnesota Statutes Chapter 466, for any damage resulting from the negligence or misconduct of the City or its officials, boards, commissions, agents, or employees in utilizing any PEG Access Channels, equipment, or facilities and for any such negligence or misconduct by City in connection with work performed by City and permitted by this Franchise, on or adjacent to the Cable System.

8.4 Grantee's Insurance. Grantee shall not commence any Cable System work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

8.5 Workers' Compensation Insurance. Grantee shall obtain and maintain Workers' Compensation Insurance for all of Grantee's employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of their employees, all in compliance with State laws, and to fully indemnify the City from and against any and all claims arising out of occurrences on the work. Grantee hereby indemnifies City for any and all costs, expenses (including attorneys' fees and disbursements of counsel), damages and liabilities incurred by City as a result of any failure of either Grantee or any subcontractor to take out and maintain such insurance. Grantee shall provide the City with a certificate of insurance indicating Workers' Compensation coverage upon its acceptance of this Franchise.

SECTION 9. SALE, ABANDONMENT, TRANSFER AND REVOCATION

9.1 Franchise Non-transferable.

(a) Grantee shall not voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet or otherwise dispose of, in whole or in part, the Franchise and/or Cable System or any of the rights or privileges granted by the Franchise, without the prior written consent of the Council and then only upon such terms and conditions as may be prescribed by the Council with regard to the proposed transferee's legal, technical and financial qualifications, which consent shall not be unreasonably denied or delayed. Any attempt to sell, assign, transfer, lease, sublet or otherwise dispose of all or any part of the Franchise and/or Cable System or Grantee's rights therein without the prior written consent of the Council shall be null and void and shall be grounds for termination of the Franchise pursuant to Section 9.6 hereof and the applicable provisions of any Franchise.

(b) Without limiting the nature of the events requiring the Council's approval under this section, the following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets or the assets comprising the Cable System to any Person; (ii) the merger of the Grantee or any of its parents with or into another Person (including the merger of Grantee or any parent with or into any parent or subsidiary corporation or other Person); (iii) the consolidation of the Grantee or any of its parents with any other Person; (iv) the creation of a subsidiary corporation or other entity; (v) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee by one or more of its existing shareholders, partners, members or other equity owners so as to create a new Controlling Interest in Grantee; (vi) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee so as to create a new Controlling Interest in Grantee; and (vii) the entry by the Grantee into an agreement with respect to the management or operation of the Grantee, and/or the System or the subsequent amendment thereof. The term "Controlling Interest" as used herein is not limited to majority equity ownership of the Grantee, but also includes actual working control over the Grantee, and/or the System in whatever manner exercised.

(c) Grantee shall notify City in writing of any foreclosure or any other judicial sale of all or a substantial part of the property and assets comprising the Cable System of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said property and assets. Such notification shall be considered by City as notice that a change in control or ownership of the Franchise has taken place and the provisions under this section governing the consent of City to such change in control or ownership shall apply.

(d) For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, City may inquire into the qualifications of the prospective transferee or controlling party, and Grantee shall assist City in any such inquiry. In seeking City's consent to any change of ownership or control, Grantee shall have the responsibility of insuring that the transferee completes an application in form and substance reasonably satisfactory to City, which application shall include the information required under this Franchise and Applicable Laws. The transferee shall be required to establish to the satisfaction of the City that it possesses the legal, technical and financial qualifications to operate and maintain the System and comply with all Franchise requirements for the remainder of the term of this Franchise. If, after considering the legal, financial, character and technical qualities of the transferee and determining that they are satisfactory, the City finds that such transfer is acceptable, the City shall permit such transfer and assignment of the rights and obligations of this Franchise as may be in the public interest. The consent of the City to such transfer shall not be unreasonably denied.

(e) The prior written consent of the City shall not be required under this Section 9.1 for internal corporate reorganizations involving any entity that is controlled or under common control with Grantee or pledges of the Franchise as collateral or security for any loan or other debt instrument.

(f) In addition to the aforementioned requirements in this Section 9.1, the City and Grantee shall, at all times, comply with the requirements of Minn. Stat. § 238.083 regarding the sale or transfer of a franchise and with all other Applicable Laws.

9.2 City's Right to Purchase System.

(a) The City shall have a right of first refusal to purchase the Cable System in the event the Grantee receives a bona fide offer to purchase the Cable System from any Person provided, however, that if Grantee is authorized to provide telecommunications services on the System pursuant to state or federal law or provides information services on the System, the City may not purchase any portion of the System used to provide such telecommunications or information services. Bona fide offer as used in this section means a written offer which has been accepted by Grantee, subject to the City's rights under this Franchise. The price to be paid by the City shall be the amount provided for in the bona fide offer, including the same terms and conditions as the bona fide offer. The City shall notify Grantee of its decision to purchase within sixty (60) days of the City's receipt from Grantee of a copy of the written bona fide offer.

(b) Consistent with Section 627 of the Cable Act and all other Applicable Laws, at the expiration, cancellation, revocation or termination of this Franchise, the City shall have the option to purchase, condemn or otherwise acquire and hold the Cable System.

9.3 Abandonment or Removal of Franchise Property.

(a) Grantee may not abandon the Cable System or any portion thereof without having first given three (3) months written notice to the City. Grantee may not abandon the Cable System or any portion thereof without compensating the City for damages resulting from the abandonment.

(b) In the event that the use of any property of Grantee within the Franchise Area or a portion thereof is discontinued for a continuous period of twelve (12) months, Grantee shall be deemed to have abandoned that property. Grantee shall not be required to remove those portions of the System utilized to provide telecommunications or information services which the Grantee is legally authorized to provide under Applicable Law.

(c) City, upon such terms as City may impose, may give Grantee permission to abandon, without removing, any System facility or equipment laid, directly constructed, operated or maintained in, on, under or over the Franchise Area. Unless such permission is granted or unless otherwise provided in this Franchise, the Grantee shall remove all abandoned facilities and equipment upon receipt of written notice from shall restore any affected Street to its former state at the time such facilities and equipment were installed, so as not to impair its usefulness. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any excavation made by or on behalf of Grantee and shall leave all Streets and other public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. City shall have the right to inspect and approve the condition of the Streets, public ways, public places, cables, wires, attachments and

poles prior to and after removal. The liability, indemnity and insurance provisions of this Franchise and any security fund provided for in this Franchise shall continue in full force and effect during the period of removal and until full compliance by Grantee with the terms and conditions of this section.

(d) Upon abandonment of any Franchise property in place, the Grantee, if required by the City, shall submit to City a bill of sale and/or other an instrument, satisfactory in form and content to the City, transferring to the City the ownership of the Franchise property abandoned.

(e) At the expiration of the term for which this Franchise is granted, or upon its earlier revocation or termination, as provided for herein, in any such case without renewal, extension or transfer, the City shall have the right to require Grantee to remove, at its own expense, all above-ground portions of the Cable System from all Streets and public ways within the City within a reasonable period of time, which shall not be less than one hundred eighty (180) days provided, however, that if Grantee is authorized to provide telecommunications services on the System pursuant to state or federal law or provides information services on the System, Grantee shall not be required to remove those portions of the System utilized to provide such telecommunications or information services.

(f) Notwithstanding anything to the contrary set forth in this Franchise, the Grantee may, with the consent of the City, abandon any underground Franchise property in place so long as it does not materially interfere with the use of the Street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable operator.

9.4 Extended Operation and Continuity of Services. Upon termination or forfeiture of this Franchise, Grantee shall remove its cable, wires, and appliances from the Streets, alleys, or other public places within the Service Area if the City so requests provided, however, that if Grantee is authorized to provide telecommunications services on the System pursuant to state or federal law or provides information services on the System, Grantee shall not be required to remove those portions of the System utilized to provide such telecommunications or information services. Failure by the Grantee to remove its cable, wires, and appliances as referenced herein shall be subject to the requirements of Section 9.3 of this Franchise.

9.5 Receivership and Foreclosure.

(a) The Franchise granted hereunder shall, at the option of City, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all the defaults and violations under this Franchise or provided a plan for the remedy of such defaults and violations which is

satisfactory to the City; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

(b) In the case of a foreclosure or other judicial sale of the Franchise property, or any material part thereof, City may give notice of termination of this Franchise upon Grantee and the successful bidder at such sale, in which the event this Franchise and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after such notice has been given, unless (1) City shall have approved the transfer of the Franchise in accordance with the provisions of this Franchise; and (2) such successful bidder shall have covenanted and agreed with City to assume and be bound by all terms and conditions of this Franchise.

9.6 Procedure for Enforcing Franchise.

(a) In the event the City Council finds that a material violation or breach exists and that Grantee has not cured the same in a satisfactory manner, has not diligently commenced correction of such violation or breach or has not diligently proceeded to fully remedy such violation or breach, the City Council may impose liquidated damages, assessable from the security fund, of up to One Hundred and Seventy-Five Dollars (\$175) per day or per incident for all violations or breaches of this Franchise, provided that all violations or breaches of a similar nature occurring at the same time shall be considered one (1) incident.

(b) In the event City believes that Grantee has breached or violated any material provision of this Franchise, City may act in accordance with the following procedures:

(i) City may notify Grantee of the alleged violation or breach and demand that Grantee cure the same within a reasonable time, which shall not be less than ten (10) days in the case of an alleged failure of the Grantee to pay any sum or other amount due the City under this Franchise and thirty (30) days in all other cases. If Grantee fails either to cure the alleged violation or breach within the time prescribed or to commence correction of the violation or breach within the time prescribed and thereafter diligently pursue correction of such alleged violation or breach, the City shall then give written notice of not less than fourteen (14) days of a public hearing to be held before the City Council. Said notice shall specify the violations or breaches alleged to have occurred. At the public hearing, the City Council shall hear and consider relevant evidence and thereafter render findings and its decision. In the event the City Council finds that a material violation or breach exists, and that Grantee has not cured the same in a satisfactory manner or has not diligently commenced to cure of such violation or breach after notice thereof from City and is not diligently proceeding to fully cure such violation or breach, the City Council may impose penalties from the security fund or may terminate this Franchise. If the City chooses to terminate this Franchise, the following additional procedure shall be followed:

(1) The City shall provide Grantee with written notice of the City's intention to terminate this Franchise and specify in detail the reason or cause for the proposed termination. The City shall allow Grantee a minimum of fifteen (15) days subsequent to receipt of the notice in which to cure the default.

(2) Grantee shall be provided with an opportunity to be heard at a regular or special meeting of City prior to any final decision of City to terminate this Franchise.

(3) In the event that City determines to terminate this Franchise, the Grantee shall have an opportunity to appeal said decision in accordance with all Applicable Laws.

(4) If a valid appeal is filed, the Franchise shall remain in full force and affect while said appeal is pending, unless the term of the Franchise sooner expires.

9.7 Reservation of Rights. City and Grantee reserve all rights that they may possess under Applicable Laws unless expressly waived herein.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Franchise Renewal. Any renewal of this Franchise shall be in accordance with Applicable Laws. The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years.

10.2 Amendment of Franchise. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 7.4 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in Applicable Laws. City shall act pursuant to local law pertaining to the ordinance amendment process.

10.3 Right of Individuals.

(a) Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, disability, national origin, age, gender or sexual preference. Grantee shall comply at all times with all other Applicable Laws, relating to nondiscrimination.

(b) Grantee shall adhere to the applicable equal employment opportunity requirements of Applicable Laws, as now written or as amended from time to time including 47 U.S.C. §551, Protection of Subscriber Privacy.

(c) Unless otherwise allowed by Applicable Law, neither Grantee, nor any Person, agency, or entity shall, without the Subscriber's consent, tap or arrange for the tapping, of any cable, line, signal input device, or Subscriber outlet or receiver for any purpose except routine maintenance of the System, detection of unauthorized service, polling with

audience participating, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.

(d) No cable line, wire, amplifier, set-top box, or other piece of equipment owned by Grantee shall be installed by Grantee in the Subscriber's premises, other than in appropriate easements, without first securing any required consent. If a Subscriber requests service, permission to install upon Subscriber's property shall be presumed. Where a property owner or his or her predecessor was granted an easement including a public utility easement or a servitude to another and the servitude by its terms contemplates a use such as Grantee's intended use, Grantee shall not be required to service the written permission of the owner for the Installation of cable television equipment.

(e) No signals of a class IV cable communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of a Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. The permission must be required for each type or classification or class IV cable communications activity planned.

(i) No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to the lists of the names and addresses of the Subscribers or lists that identify the viewing habits of Subscribers may be sold or otherwise made available to any Person other than to Grantee and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the Grantee has received specific written authorization from the Subscriber to make the data available.

(ii) Written permission from the Subscriber shall not be required for the conducting of system wide or individually addressed electronic sweeps for the purpose of verifying System integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to paragraph (i) above.

(iii) For purposes of this Section 10.3, a "class iv cable communications channel" means a signaling path provided by a System to transmit signals of any type from a Subscriber terminal to another point in the System.

10.4 Rights Reserved to City. In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power which is required to be reserved by a provision of this Franchise.

10.5 Severability. If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform

to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

10.6 Force Majeure. In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise is prevented or impaired due to any cause beyond its reasonable control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified City in writing within ten (10) days of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control shall include, but shall not be limited to, acts of God, pandemics, disease, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of Grantee to obtain access to an individual's property and inability of Grantee to secure all necessary permits to utilize utility poles and conduit so long as Grantee utilizes due diligence to timely obtain said permits.

10.7 In-Kind Cable-Related Contributions.

(a) At any time after this Franchise is approved by the City Council, the Grantee may, if Grantee is permitted by Applicable Law, provide the City with a written list of "in-kind cable-related contributions" (as that term is defined by the FCC in the Section 621 Order) that the Franchise requires Grantee to provide (including but not limited to the Complimentary Service requirements in Exhibit B, paragraph 12(a-c) and the marginal cost(s) associated with the provision of the in-kind cable-related contributions. Within ninety (90) days of receiving the aforementioned list and associated marginal cost(s), the City will notify the Grantee whether, with respect to each identified in-kind cable-related contribution, the Grantee is relieved, or temporarily relieved, of its obligations or is required to comply, subject either to the Grantee taking an offset to the Franchise Fee payments payable under Section 7.1 as may be permitted by the Section 621 Order or to the Grantee and the City agreeing to a separately negotiated charge payable by the City to the Grantee. The City and Grantee agree that the PEG Transport required by Exhibit B, paragraph 12(g) shall be provided by the Grantee free of charge to the City and shall not be subject to this Section 10.7 of the Franchise or the FCC Section 621 Order.

(b) In the event the Section 621 Order is stayed or overturned in whole or in part by action of the FCC or through judicial review, the City and the Grantee will meet promptly to discuss what impact such action has on the provision of the in-kind cable-related contributions to which this section applies. It is the intent of the parties that the City shall be treated by the Grantee in a reasonably comparable manner as other Minnesota jurisdictions served by Grantee with respect to any offsets or charges imposed by Grantee for the provision of in-kind cable-related contributions. Nothing herein waives the City's

right to enforce Grantee's compliance with all lawful obligations contained in this Franchise.

SECTION 11. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

11.1 Publication; Effective Date. This Franchise shall be published in accordance with Applicable Law. The Summary of Ordinance for Publication, attached hereto as Exhibit E, shall be published at least once in the official newspaper of the City, at Grantee's sole cost, to clearly inform the public of the intent of the ordinance. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section 11.2.

11.2 Acceptance.

(a) Grantee shall accept this Franchise within thirty (30) days of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place, this Franchise and any and all rights previously granted to Grantee shall be null and void.

(b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.

(c) The City's "Notice of Intent to Consider an Application for a Franchise" ("Notice") provided, consistent with Minn. Stat. §238.081 subd. 8, that applicants would be required to reimburse the City for all necessary costs of processing a cable communications franchise. Grantee submitted an application fee with its application to the City. The Notice further provided that any unused portion of the application fee would be returned, and any additional fees required to process the application and franchise, beyond the application fee, would be assessed to the successful applicant. The Grantee shall therefore submit to the City at the time of acceptance of this Franchise, a check made payable to the City of Chanhassen, Minnesota for all additional fees and costs incurred by the City. Within thirty (30) days of City Council approval, the City shall provide Grantee with a letter specifying such additional costs following approval of this Franchise by the City Council.

(d) Grantee shall accept this Franchise in the following manner:

(i) This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

(ii) With its acceptance, Grantee shall also deliver any, security fund and insurance certificates required herein that have not previously been delivered.

Passed and adopted this ____ day of _____ 2024.

CITY OF CHANHASSEN, MINNESOTA

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

**COMCAST OF ARKANSAS/
LOUISIANA/MINNESOTA/MISSISSIPPI/
TENNESSEE, LLC**

Dated: _____, 2024

By: _____

Its: _____

EXHIBIT A

HESSE FARMS ADDRESSES

1. 1000 HESSE FARM RD
2. 1001 HESSE FARM RD
3. 1002 HESSE FARM RD
4. 1020 HESSE FARM RD
5. 1025 HESSE FARM RD
6. 10301 HEIDI LN
7. 10320 HEIDI LN
8. 10321 HEIDI LN
9. 10340 HEIDI LN
10. 10341 HEIDI LN
11. 10360 HEIDI LN
12. 10361 HEIDI LN
13. 10377 HEIDI LN
14. 10380 HEIDI LN
15. 10420 BLUFF CIR
16. 10421 BLUFF CIR
17. 10440 BLUFF CIR
18. 10441 BLUFF CIR
19. 10460 BLUFF CIR
20. 1070 HESSE FARM RD
21. 1075 HESSE FARM RD
22. 1100 HESSE FARM RD
23. 1101 HESSE FARM RD
24. 1120 HESSE FARM RD
25. 1180 HESSE FARM RD
26. 1181 HESSE FARM RD
27. 1200 HESSE FARM RD
28. 1201 HESSE FARM CIR
29. 1221 BLUFF CREEK DR
30. 1225 HESSE FARM CIR
31. 1231 BLUFF CREEK DR
32. 1250 HESSE FARM RD
33. 1251 BLUFF CREEK DR
34. 1251 HESSE FARM CIR
35. 1271 BLUFF CREEK DR
36. 1291 BLUFF CREEK DR
37. 1301 HESSE FARM RD
38. 1315 BLUFF CREEK DR
39. 1350 HESSE FARM RD
40. 1400 BLUFF CREEK DR
41. 1401 HESSE FARM RD
42. 1405 WEST FARM RD

43. 1425 BLUFF CREEK DR
44. 1450 WEST FARM RD
45. 1500 WEST FARM RD
46. 1501 WEST FARM RD
47. 1505 BLUFF CREEK DR
48. 1520 WEST FARM RD
49. 1545 BLUFF CREEK DR
50. 1570 WEST FARM RD
51. 1600 WEST FARM RD
52. 1620 WEST FARM RD
53. 1650 WEST FARM RD
54. 1680 WEST FARM RD

EXHIBIT B
PEG ACCESS FACILITIES AND EQUIPMENT

1. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS.

a. Grantee shall provide to each of its Subscribers who receive some or all of the Services offered on the Cable System, reception on at least one (1) specially designated government access channel. The City shall have the right to require that Grantee provide one (1) additional access channel (for a total of two (2) PEG Access Channels). The VHF spectrum must be used for at least one (1) of the PEG Access Channels required in this paragraph. No charges may be made for Channel time or playback of prerecorded programming on the specially designated access Channels. Personnel, equipment and production costs may be assessed, however, for live studio presentations exceeding five (5) minutes in length. Charges for those production costs and fees for use of other public access Channels must be consistent with the goal of affording the public a low-cost means of television access.

b. Whenever the PEG Access Channels are in use during eighty percent (80%) of the weekdays, Monday to Friday, for eighty percent (80%) of the time for any consecutive three (3) hour period for six (6) weeks running, and there is demand for use of an additional Channel for the same purpose, the Grantee shall then have six (6) months in which to provide a new PEG Access Channel for the same purpose, provided that provision of the additional Channel or Channels must not require the Cable System to install converters.

c. The PEG Access Channels shall be dedicated for PEG use for the term of the Franchise, provided that Grantee may, utilize any portions of the PEG Access Channels not scheduled for PEG use. City shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531).

d. Grantee shall also designate the standard VHF Channel 6 for uniform regional channel usage currently provided by "Metro Channel 6" as required by Minn. Stat. §238.43. Programming on this regional channel shall include a broad range of informational, educational, and public service programs and materials to cable television Subscribers throughout the Twin Cities metropolitan area.

e. Grantee shall have no obligation to provide programming on any PEG Access Channel.

2. DIGITAL AND HD PEG CARRIAGE REQUIREMENTS.

a. Grantee shall provide the PEG Access Channels on the Basic Cable Service tier or the lowest tier of service offered by Grantee in accordance with the Cable Act.

b. Upon commencement of Cable Service by Grantee to its first Subscribers in the City, Grantee shall carry PEG Access Channel 8 in both standard digital (SD) format and in high definition (HD) format, provided that Grantee receives a satisfactory HD signal

from the program originator and provided City understands HD Channels may not be available on the Basic Cable tier of service.

c. The City acknowledges that receipt of an HD format Access Channel may require Subscribers to buy or lease special equipment or pay additional HD charges applicable to all HD services.

d. Upon ninety (90) days written notice to Grantee, the City may provide PEG Access Channel 8 in only HD format to the demarcation point to provide the signal to Grantee, and as such the City will no longer provide the PEG Access Channel 8 in SD format. Grantee shall provide all necessary transmission equipment from the demarcation point to the Headend, in order to receive and retransmit the PEG Access Channels. Access Channel signals delivered in HD format to Grantee shall not require Grantee to deliver such HD signals to Subscribers except as set forth herein and shall not be required to be carried on the Basic Cable tier of service or on a dual carriage basis.

3. ACCESS CHANNEL LOCATIONS.

a. Grantee shall make every reasonable effort to coordinate the cablecasting of PEG Access programming on the Cable System on the same Channel designations as such programming is currently cablecast within the City. In no event shall any PEG Access Channel reallocations be made prior to ninety (90) days written notice to the City by Grantee, except for circumstances beyond Grantee's reasonable control. The PEG Access Channels will be located in the channel neighborhood within reasonable proximity (4-7 channel slots) to other commercial video or broadcast Channels, excluding pay-per-view programming offered by Grantee in the City.

b. Grantee agrees not to encrypt the PEG Access Channels differently than other commercial Channels available on the Cable System.

4. ANCILLARY EQUIPMENT. Any ancillary equipment owned and operated by Grantee for the benefit of PEG Access Channels beyond the demarcation point(s) of each building which received Complimentary Service on Grantee's fiber paths or Cable System, whether referred to switchers, routers or other equipment, will be maintained by Grantee, at no cost to the City or schools for the life of the Franchise. Grantee is responsible for any ancillary equipment on its side of the demarcation point and the City or school is responsible for all other production/playback equipment.

5. PEG TECHNICAL QUALITY. Grantee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Channel signal delivered to Grantee, but Grantee shall not implement a change in the method of delivery of PEG Access Channels that results in a material degradation of signal quality or impairment of viewer reception of PEG Access Channels, provided that this requirement shall not prohibit Grantee from implementing new technologies also utilized for commercial Channels carried on its Cable System.

- a. Grantee shall meet FCC signal quality standards when offering Access Channels on its Cable System and shall continue to comply with closed captioning pass-through requirements.
 - b. Within twenty-four (24) hours of a written request from City to the Grantee identifying a technical problem with an Access Channel and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether a problem with a PEG signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.
 - c. Grantee shall cablecast the entire programming stream of each PEG Access Channel including any Program Related Material, as defined below in this paragraph 6(c)), "Program Related Material" shall mean (i) closed-captioning information, (ii) program identification codes, (iii) program ratings information, (iv) such other material as may be essential, necessary or appropriate for the delivery or distribution of the signal, and (v) information and material that is directly related to the subject matter of the programs on the PEG Access Channels, if such information or material is transmitted concurrently or substantially concurrently with its associated program content.
6. CHANGE IN TECHNOLOGY. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment beyond the demarcation point at City Hall in order to be compatible with such change for purposes of transport and delivery of the Access Channels, Grantee shall, at its own expense and free of charge to City, purchase such equipment as may be necessary to facilitate the cablecasting of the Access Channels in accordance with the requirements of the Franchise.
7. RELOCATION OF GRANTEE'S HEADEND. In the event Grantee relocates its Headend, Grantee will be responsible for replacing or restoring the existing dedicated fiber connections at Grantee's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Franchise free of charge to the City or its designated entities.
8. PEG OPERATIONS. City may in its sole discretion, negotiate agreements with neighboring jurisdictions served by the same Cable System, educational institutions or others to share the operating expenses of the PEG Access Channels. City and Grantee may negotiate an agreement for management of PEG Access Facilities, if so desired by both parties.
9. TITLE TO PEG EQUIPMENT. City shall retain title to all PEG equipment and facilities purchased or otherwise acquired.
10. NAVIGATION TO PEG ACCESS CHANNELS/ELECTRONIC PROGRAMMING GUIDE. Grantee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Access

Channels. Grantee will continue to make available to City the ability to place PEG Access Channel programming information on the interactive channel guide via the electronic programming guide (“EPG”) vendor (“EPG provider”) that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City. City acknowledges that the EPG is not technically possible for all PEG Access Channel programming, and that Grantee is not responsible for operations of the EPG provider.

11. PEG ACCESS OPERATING SUPPORT.

a. Upon commencement of Cable Service by the Grantee to its first Subscriber in the City and through the end of the term of this Franchise, Grantee shall collect on behalf of City a per Subscriber fee of Sixty cents (60¢) per month solely to fund public, educational and governmental access expenditures (hereinafter “PEG Fee”).

b. No sooner than January 1, 2025, and with at least ninety (90) days advance written notice from the City to the Grantee, (which notice may be sent no sooner than October 1, 2024), the City shall have the unilateral right to require that Grantee increase the PEG Fee by collecting on behalf of the City, a PEG Fee of up to one percent (1%) of Grantee's annual Gross Revenues, solely to fund PEG access expenditures as permitted by Applicable Law.

c. The City agrees that it will impose an identical PEG Fee upon any other cable operator holding a cable franchise issued by the City. The purpose of this provision is to ensure that all cable operators holding a cable franchise in the City will remit the same PEG Fee to the City. Grantee agrees to match any PEG Fee, higher or lower, which shall not exceed one percent (1%) of Gross Revenues, required of any other franchised cable operator in the City, upon ninety (90) days advance written notice from the City.

d. The PEG Fee is not intended to represent part of the Franchise Fee and is intended to fall within one (1) or more of the exceptions in 47 U.S.C. § 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee shall pay the PEG Fee to the City quarterly at the same time as the payment of Franchise Fees under Section 7.1 of the Franchise. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Fee.

e. Any PEG Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) days after the end of a given quarter shall be delinquent and shall immediately thereafter accrue interest at twelve percent (12%) per annum. Enforcement of unpaid PEG Fees shall be handled in accordance with Section 9.6 of the Franchise, however, Grantee shall in all cases be subject to interest on any payment more than forty-five (45) days after the end of a given quarter.

12. SERVICE TO PUBLIC FACILITIES.

a. Subject to subparagraph 12(e) of this Exhibit B, throughout the term of this Franchise, Grantee shall provide, free of charge, one (1) service Drop, one (1) Converter, if necessary and requested, and Basic Cable Service and the next highest penetrated level of Cable Service generally available to all Subscribers (as of the effective date referred to as Expanded Basic Cable Service) (“Complimentary Service”), to the sites listed on Exhibit C attached hereto that are not currently receiving service from another franchised cable operator.

b. The City, however, shall have the right to request the disconnection of the other cable franchised operator’s Complimentary Services and require Grantee to provide Complimentary Service to that location provided the City maintains a fair distribution of service to public buildings between all franchised cable operators serving the City.

c. The City or building occupant shall have the right to extend Cable Service throughout the building to additional outlets for the provision of Complimentary Service to such additional outlets. If ancillary equipment, such as a Converter, is required to receive the signal at additional outlets beyond the one (1) complimentary Converter referenced in paragraph a) above, the institution shall be required to pay the same monthly rate that Subscribers pay.

d. In the event the Grantee elects to charge or offset the value of such service from the Franchise Fees payable to the City as may be permitted by Applicable Law, it may only do so under this Franchise if Grantee also imposes similar charges or offsets for other local franchising authorities served by the Grantee in the state of Minnesota, and only then following one hundred twenty (120) days advance written notice to City.

e. Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible. Outlets and maintenance of said Complimentary Service shall be provided free of fees and charges.

f. Grantee shall, in any public building hereinafter built, provide all materials, design specifications and technical advice to provide Complimentary Service to such building. If the Drop line to such building exceeds three hundred fifty (350) feet, Grantee will accommodate the Drop up to three hundred fifty (350) feet if the City or other agency provides the necessary attachment point for aerial service or conduit pathway for underground service. If the necessary pathway is not provided, the City or other agency shall pay the incremental cost of such Drop in excess of two hundred fifty (250) feet for an aerial service Drop, or in excess of one hundred fifty (150) feet for an underground service Drop. For purposes of this paragraph, “incremental cost” means Grantee’s actual cost to provide the Drop beyond the applicable distances, with no mark-up for profit. The recipient of the service will secure any necessary right of entry.

g. PEG TRANSPORT. The City is in the process of constructing a new city hall with construction anticipated to be completed in July of 2025. This new city hall will have the

same address, 7700 Market Blvd., as the existing city hall. For purposes of this Franchise, reference to the “City Hall” will mean the building located at 7700 Market Blvd that the City is using as the designated city hall. Grantee shall construct, provide and maintain, free of charge to the City, throughout the life of this Franchise, fiber transport of the PEG Access Channels from the City Hall to Grantee’s Headend to facilitate the exchange of programming including live cablecast programming on the Grantee’s Cable System. Grantee shall further provide, free of charge to the City, all interface equipment at the City Hall (modulator/demodulator) which allows the City to cablecast programming to Grantee’s Headend for cablecast on Grantee’s Cable System.

EXHIBIT C
SERVICE TO PUBLIC FACILITIES

- | | |
|--------------------|---|
| 1. City Hall | 7700 Market Blvd. |
| 2. New City Hall | 7700 Market Blvd |
| 3. Fire Station | 7610 Laredo |
| 4. Fire Station #2 | 6400 Minnewashta Parkway, Excelsior (location
is in Chanhassen, but has an Excelsior mailing
address) |
| 5. Public Works | 7901 Park Place |

EXHIBIT D
FRANCHISE FEE PAYMENT WORKSHEET

TRADE SECRET — CONFIDENTIAL

	Month/Year	Month/Year	Month/Year	Total
Cable Service Revenue				
Installation Charge				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Equipment rental				
Other Revenue				
REVENUE				
Fee Calculated				
Franchise Fees				
PEG Fee				

Nothing in this Franchise Fee Payment Worksheet shall serve to modify the definition of “Gross Revenues” set forth in the Franchise.

EXHIBIT E
SUMMARY OF ORDINANCE FOR PUBLICATION

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF CHANHASSEN, MINNESOTA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN.

On _____, 2024, the City of Chanhassen, Minnesota (“City”) adopted an ordinance granting a Cable Television Franchise to COMCAST OF ARKANSAS/LOUISIANA/MINNESOTA/MISSISSIPPI/TENNESSEE, LLC (“Grantee”). The Franchise serves two (2) purposes. First, it is intended to provide for and specify the means to attain the best possible Cable Service for the public by providing requirements for cable with respect to technical standards, customer service obligations, and related matters. Second, it grants a non-exclusive Cable Television Franchise to Grantee, to operate, construct and maintain a Cable System within the City and contains specific requirements for Grantee to do so.

The Franchise includes the following: 1) a Franchise Fee of five percent (5%) of Grantee’s annual Gross Revenues; 2) a Franchise term of ten (10) years; 3) a list of schools and public buildings entitled to receive complimentary Cable Service; 4) dedicated channel capacity for Public, Educational and Governmental (“PEG”) access programming and provides financial support of such PEG Channels; 5) customer service standards regarding Grantee’s Cable Services; and 6) a performance bond to enforce Grantee’s compliance with the franchise.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. _____. A copy of the entire ordinance shall be posted at the Chanhassen City Hall.

It is hereby directed that only the above title and summary of Ordinance No. _____ be published, conforming to Minn. Stat. § 331A.01, with the following:

NOTICE

Persons interested in reviewing a complete copy of the ordinance may do so at the Chanhassen City Hall at 7700 Market Boulevard, Chanhassen, MN 55317 during the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

	<u>Yes</u>	<u>No</u>
Mayor _____	_____	_____
Councilmember _____	_____	_____
Councilmember _____	_____	_____
Councilmember _____	_____	_____
Councilmember _____	_____	_____

Passed by the Chanhassen City Council this _____ day of _____, 2024.

ATTEST: _____, Mayor
_____, _____

MEMORANDUM

To: Laurie Hokkanen
From: Brian Grogan
Date: May 6, 2024
Re: Comcast Internet Service - Chanhassen

The Chanhassen City Council held a public hearing on April 22, 2024, to consider an application from Comcast requesting a cable franchise from the City to provide cable service in Chanhassen. During the April 22nd hearing a question was asked about Comcast's Broadband/internet data cap.

Unfortunately, cities do not have authority to regulate or franchise companies regarding broadband/internet services, and therefore internet service is not addressed in a cable franchise. However, I contacted Comcast representatives and asked them to provide the company policy related to data caps for internet customers and the associated costs for exceeding the cap. Below is Comcast's reply.

Regarding Comcast's data cap, below is some detailed information. We do provide a website on data usage, here is a link: <https://www.xfinity.com/support/articles/data-usage-plan>.

Xfinity Internet comes with 1.2 TB of internet data per month. If a customer uses more than 1.2 TB in a month, the account may become subject to overage charges. For awareness, as of December 2023, Xfinity Internet customers' median monthly data usage was 427 GB during the past six months. Customers who are concerned about exceeding 1.2 TB of data each month can enroll in the Unlimited Data Option (here is a link: [xfinity.com/buy/customize-internet-equipment](https://www.xfinity.com/buy/customize-internet-equipment)).

Alternatively, customers who lease a Xfinity Gateway can add xFi Complete, which includes unlimited internet data.

We offer tools to help customers track their usage so there are never any surprises about how much data they've used. That includes a data usage meter to monitor how much customers have used, which can be accessed when logging into their Xfinity account online. Customers can also monitor how much data they have used through our Xfinity app. Customers can also opt in to receive notifications should when they approach, reach, or exceed their data usage plan.

In addition, we offer one courtesy month per 12-month period, so customers won't be billed the first time they exceed 1.2 TB in a month. This means the first month a customer exceeds 1.2 TB, they won't be charged for overages, no matter how much they

use during that month. They will only be subject to overage charges if you exceed 1.2 TB for a second time in a 12-month period. The 12-month period begins the first time they exceed 1.2 TB.

Once a courtesy month has been used, the next time a customer exceeds 1.2 TB in a month (and any subsequent times it's exceeded in a month), they'll be notified by email and text message that they've exceeded their data usage plan amount. A block of 50 GB will be added to their account, and a \$10 charge will be applied to the bill automatically.

The 1.2 Terabyte Internet Data Usage Plan does not apply to Internet Essentials, Internet Essentials Plus, Internet Essentials Partnership Program, Xfinity Prepaid, Gigabit x10, xFi Complete, or Unlimited Data Option customers. The Plan also does not apply to internet provided under Comcast Business accounts or Bulk Internet arrangements.

Please feel free contact me with any questions.

9269851v1

City Council Item

May 13, 2024



Item	MMSW Roundabout Project Update	
File No.	ENG 24-05	Item No: I.1
Agenda Section	<u>ADMINISTRATIVE PRESENTATIONS</u>	
Prepared By	Charlie Howley, Director of Public Works/City Engineer	
Reviewed By	Laurie Hokkanen	

<u>SUGGESTED ACTION</u> N/A	
Motion Type	N/A
Strategic Priority	Communications

SUMMARY

Staff will give an update on the proposed TH41 Roundabout at the Minnetonka Middle School West entrance. Attached are the boards from the public open house held on April 24, 2024 at the Chan Rec Center.

BACKGROUND

Project page: <https://www.chanhassenmn.gov/government/projects/state-highway-projects/th41-minnetonka-middle-school-west-intersection-improvements>

DISCUSSION

N/A

BUDGET

N/A

RECOMMENDATION

N/A

ATTACHMENTS

[04/24/2024 Open House Boards](#)

[20240513 Council Presentation](#)



WELCOME!

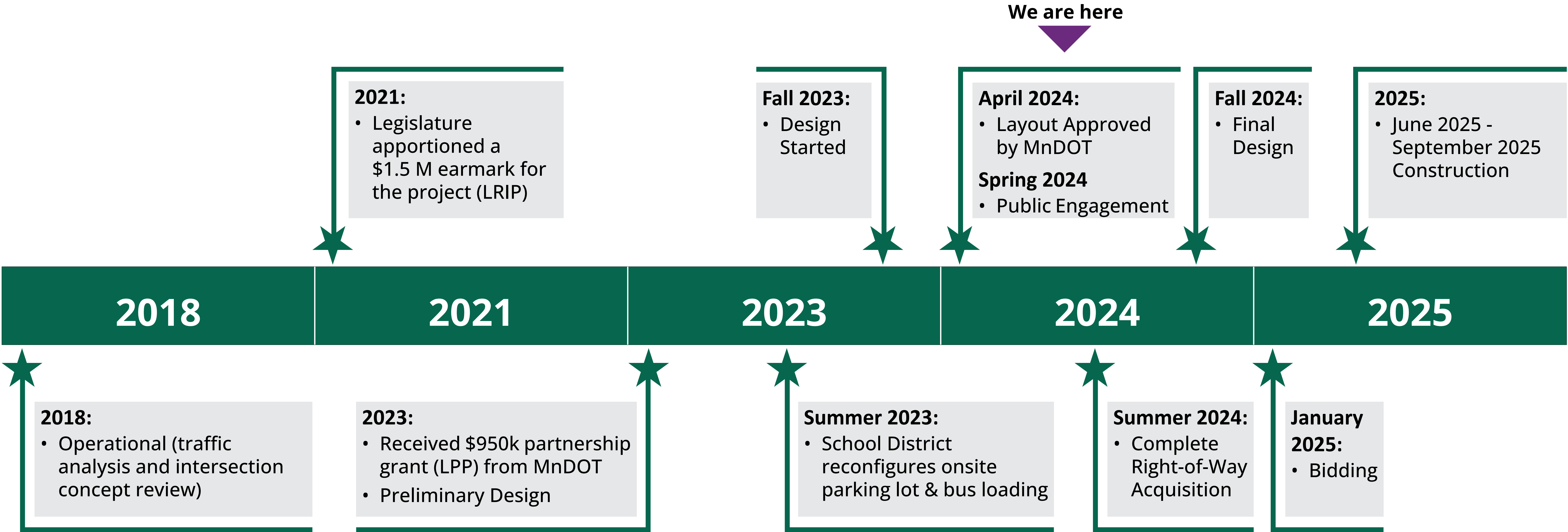
OPEN HOUSE

TH 41/MINNETONKA MIDDLE SCHOOL WEST INTERSECTION IMPROVEMENTS



Wednesday, April 24 | 5:00 – 6:30 pm
Chanhassen Recreation Center

TIMELINE



WHY WE ARE HERE

Table 7: Projected Crashes per Intersection Alternative

Alternative	Existing 3-Year Crash Rate	Future Year 2045 ADT	Crash Modification Factor	Crash Modification Factor	Projected Crash Rate	Future Year 2045 Projected Crashes/Year
Side-Street Stop Control	0.11	23,000	1.00	-	0.11 (2)	0.92
All-Way Stop Control			0.32	3127	0.04	0.30
Traffic Signal Control			0.95	322	0.10	0.88
Roundabout Control			0.52	9296	0.06	0.48

- (1) Crashes per million entering vehicles.
(2) Assumed to match the current crash rate at the intersection.
(3) Calculated by applying CMF to existing crash rate.

Table 9: Operations Analysis Results - Year 2045 Conditions

Alternative	AM Peak Hour		PM Peak Hour	
	Delay (sec/veh)	Level of Service	Delay (sec/veh)	Level of Service
Side-Street Stop Control	28 / > 2 min	D / F	76 / 8 min	F / F
All-Way Stop Control	> 2 min / 4 min	F / F	> 3 min / 6 min	F / F
Traffic Signal Control	11 / 54	B / F	16 / 37	C / E
Roundabout Control	12 / 14	B / B	18 / 24	B / C

- (1) Side-street, all-way and traffic signal control results are from Synchro/SimTraffic
(2) Roundabout results are from RODEL
(3) Overall results are followed by the worst approach results

Project Goals



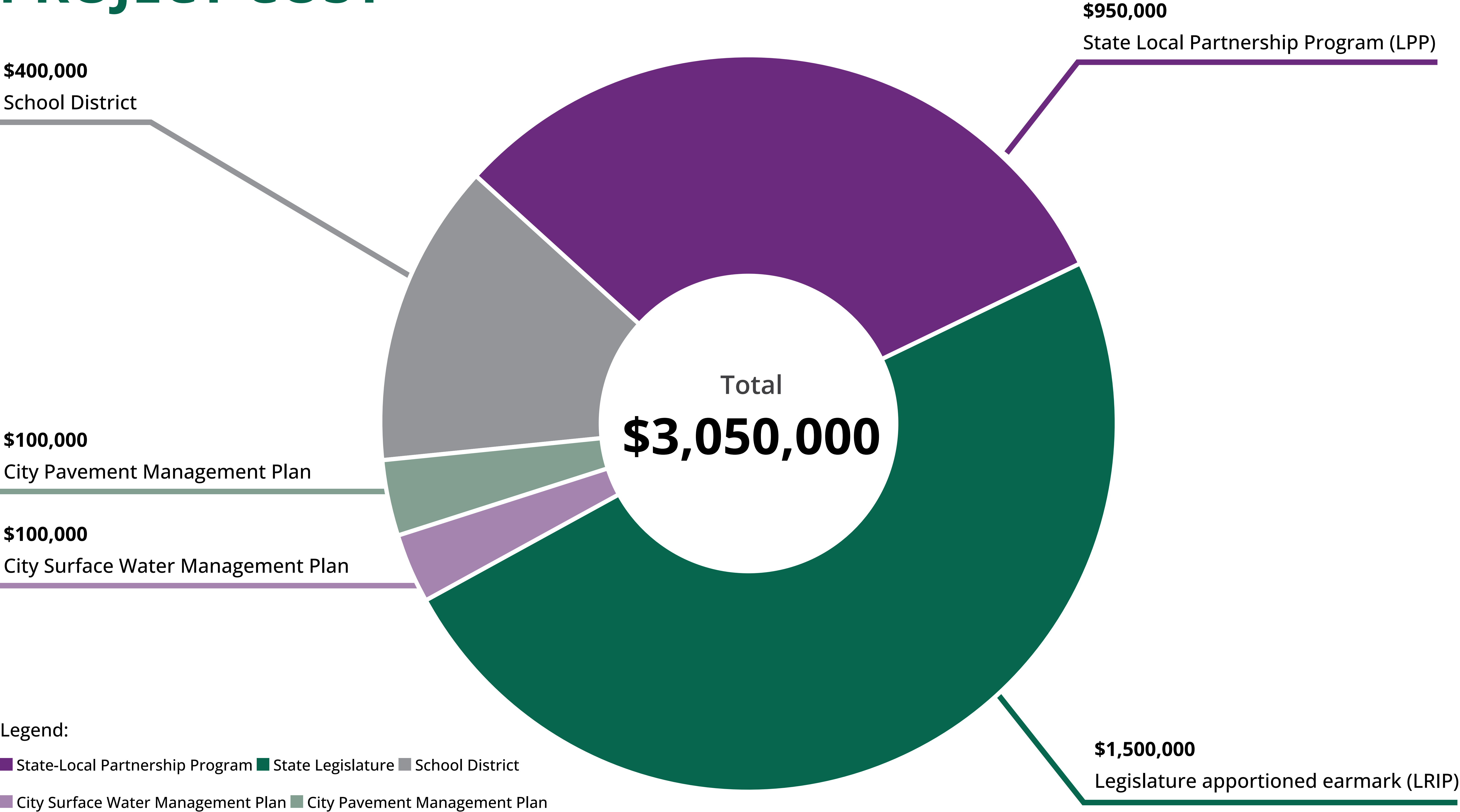
Increased safety for the traveling public and school



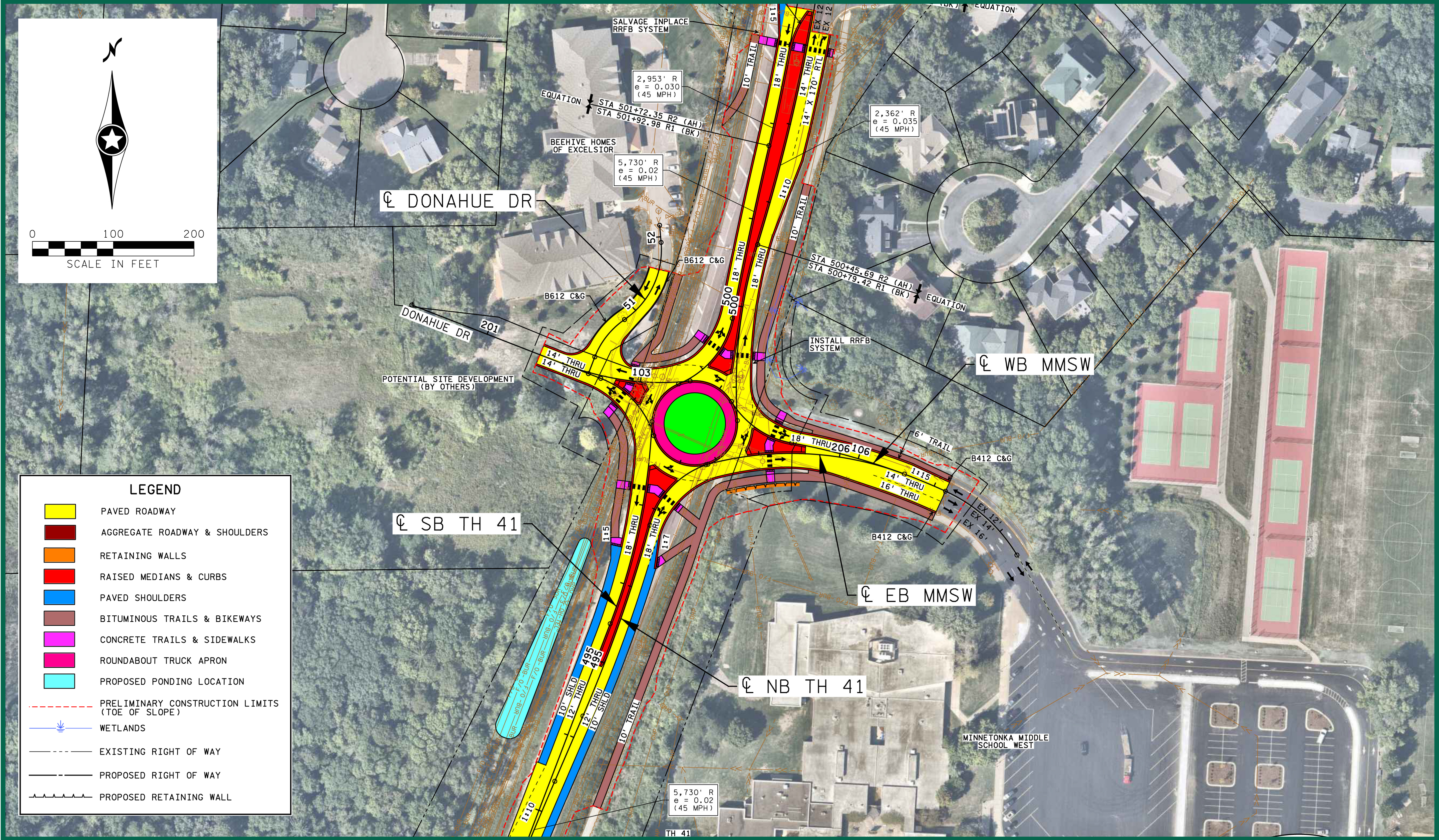
Improve traffic flow at the intersection during peak times



PROJECT COST

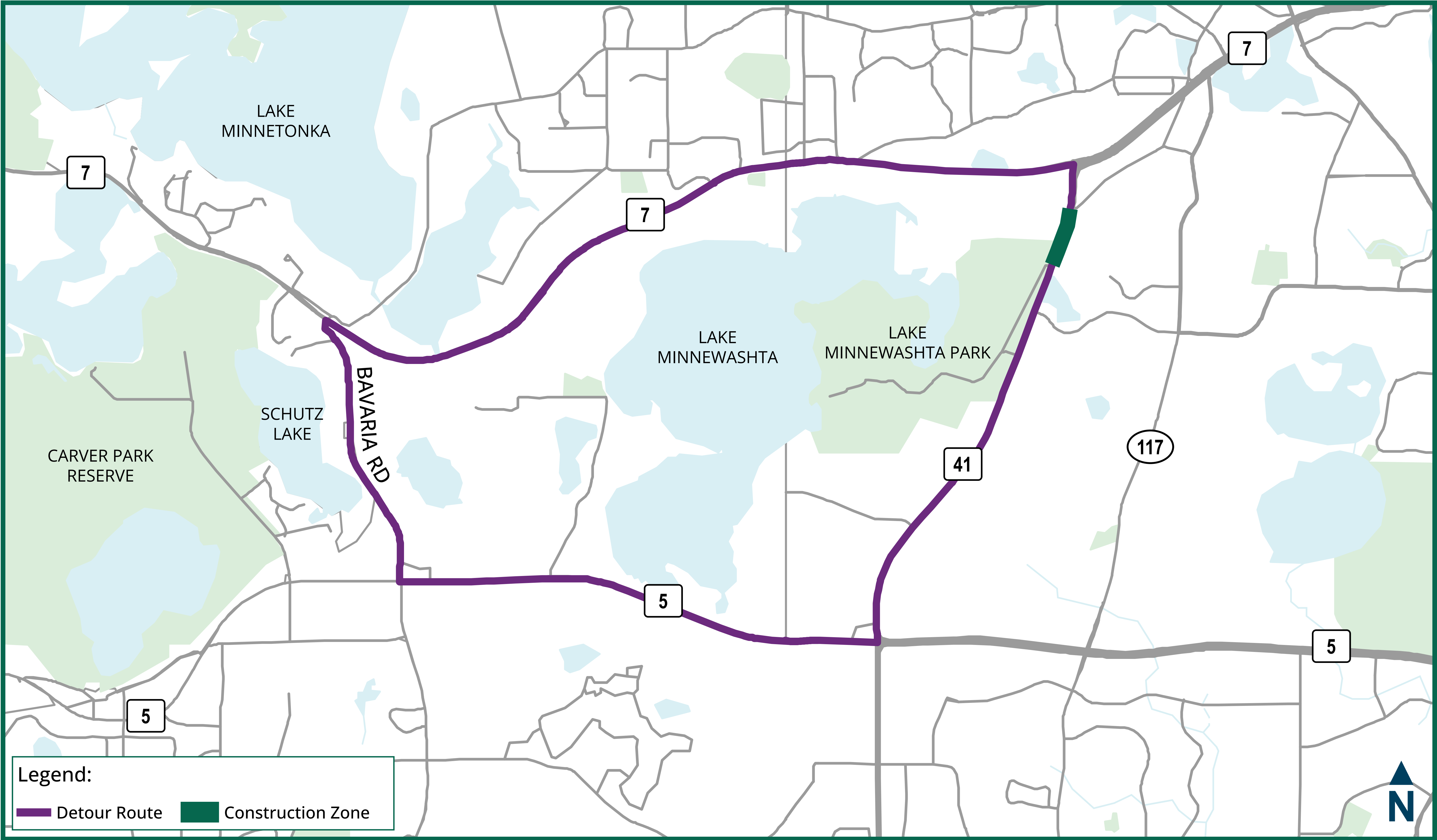


SELECTED LAYOUT



DETOUR ROUTES

June - August 2025



TH41 & Minnetonka Middle School West Intersection Improvements

City Council Update
May 13, 2024



CITY OF CHANHASSEN

A Community For Life.
Providing for Today and Planning for Tomorrow.



The Project

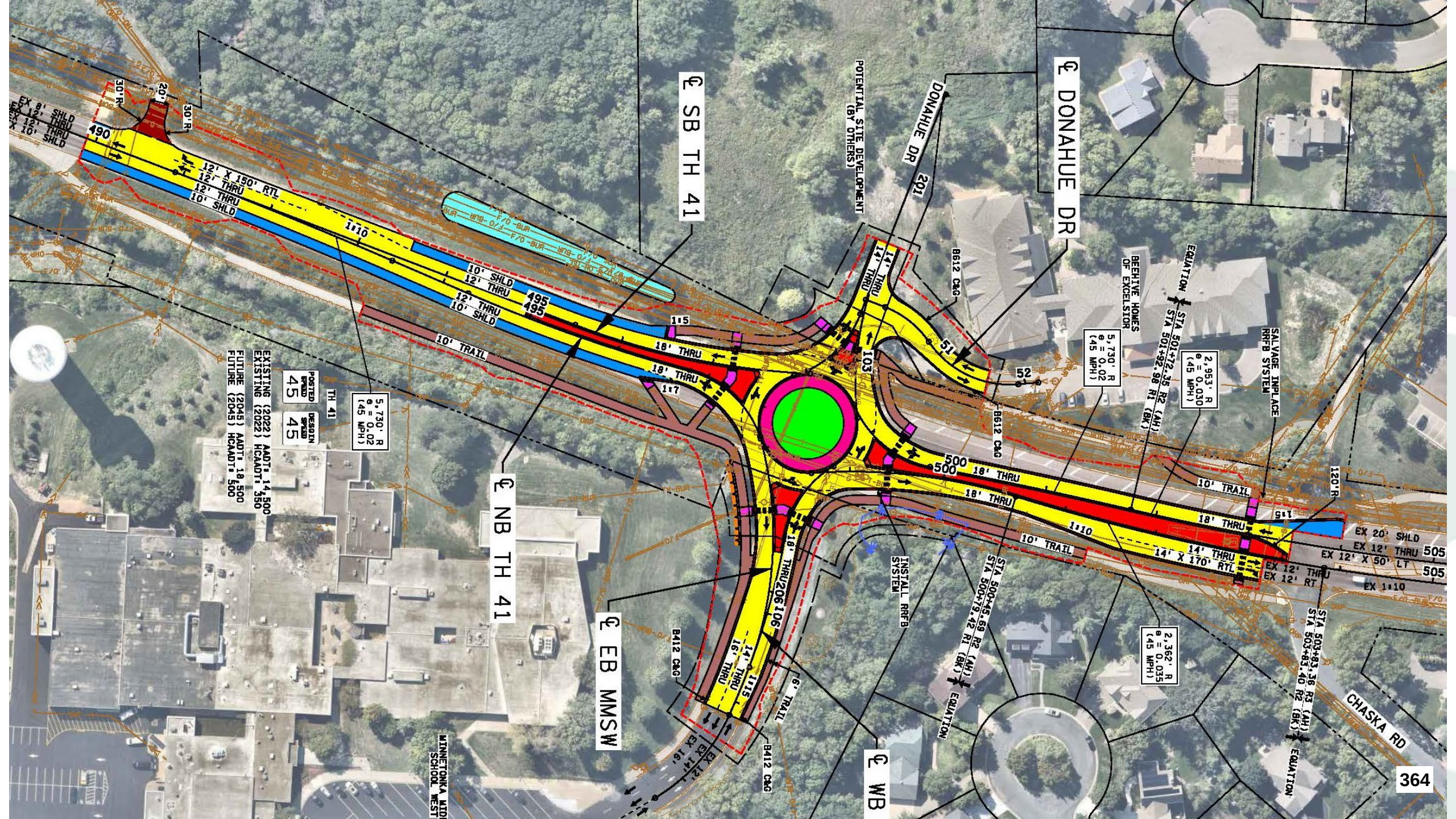
- Safety Improvements along State Highway 41 at the Middle School entry drive
- Improve congestion at the intersection during peak times
- An ancillary City Goal: Help mitigate neighborhood parking issues
- The access issue has been on the rise due to the growth of the region and the school enrollment
- The COVID 19 Pandemic compounded the issue due to a major increase in parent drop off
- There was no Champion for the project, but the City stepped up and spearheaded the funding solution
- Overall project cost ~\$3.1M
- Project Webpage

<https://www.chanhassenmn.gov/projects>



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☐ DONAHUE DR

☐ SB TH 41

☐ NB TH 41

☐ EB MSW

☐ WB

POSTED
SPEED
45
DESIGN
SPEED
45
EXISTING (2022) AADT: 14,500
EXISTING (2022) HCAADT: 350
FUTURE (2045) AADT: 19,500
FUTURE (2045) HCAADT: 500

5,730' R
 $e = 0.02$
(45 MPH)

5,730' R
 $e = 0.02$
(45 MPH)

2,953' R
 $e = 0.030$
(45 MPH)

2,362' R
 $e = 0.035$
(45 MPH)

POTENTIAL SITE DEVELOPMENT
(BY OTHERS)

BEEHIVE HOMES
OF EXCELSION

SALVAGE IMPLACE
RRFB SYSTEM

INSTALL RRFB
SYSTEM

Updates

Since the last presentation to City Council on 3/20/2023:

- Design Consultant has been hired
- City was successful in its LPP application, awarded \$950,000
- The School implemented an onsite parking lot improvement project to help with vehicular queuing
- MnDOT approved the Level 1 Layout in April
- 60% design plans have been completed
- Construction timeframe moved from '24 to '25
- City hosted an open house at the Rec Center on April 24, 2024
- Utility relocation work has started
- Right of Way acquisition is on going
 - 3 impacted parcels



Open House Feedback

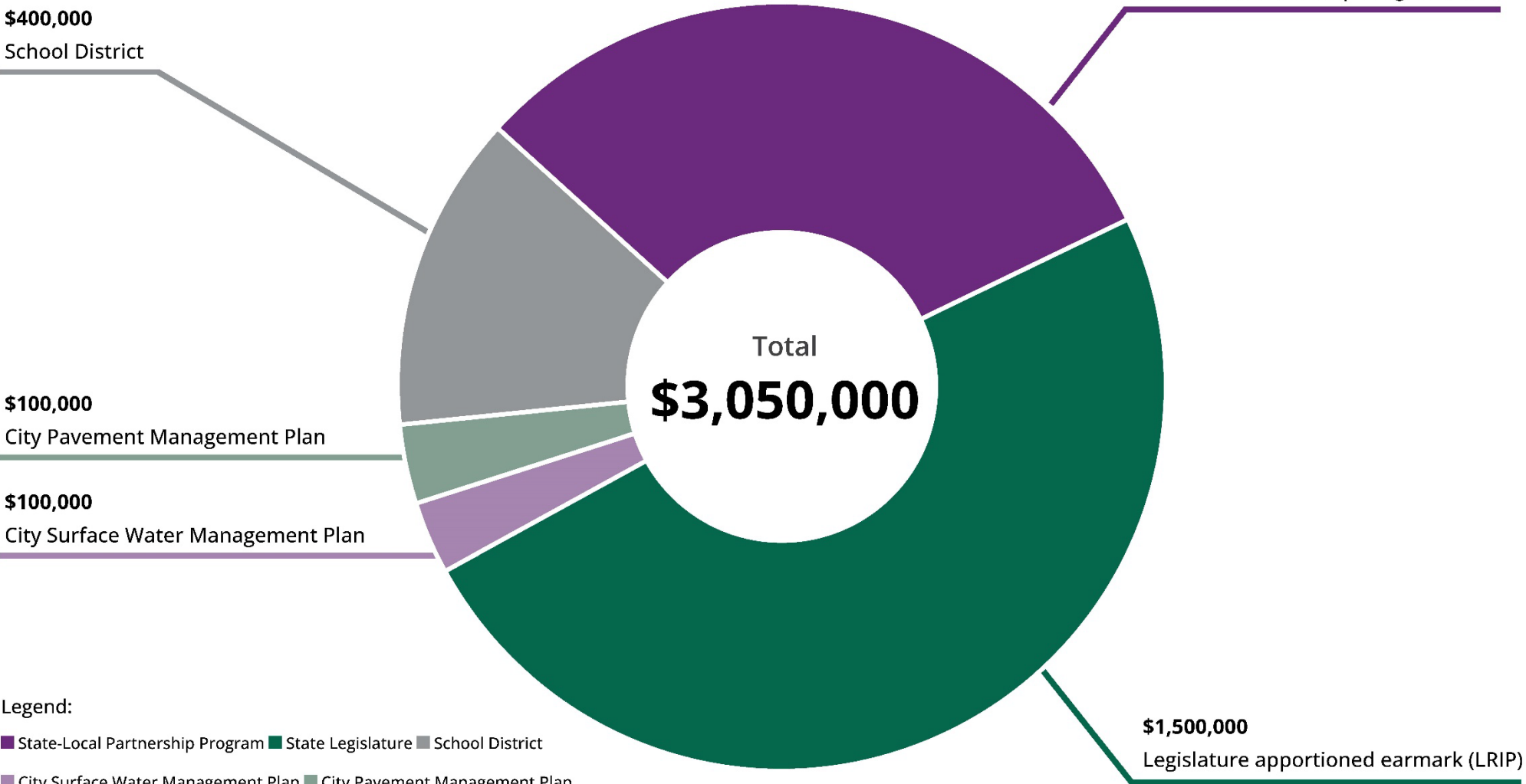
We had ~24 attendees at the Open House, some of the themes we heard:

- When will the project be constructed?
- Will this really help solve the problem?
- What about speeding issues on TH41, is the Speed Limit changing?
- Wasn't this planned as a 2-lane roundabout?
- What is happening to the existing Pedestrian Crossing?
- Was a Pedestrian Tunnel considered?

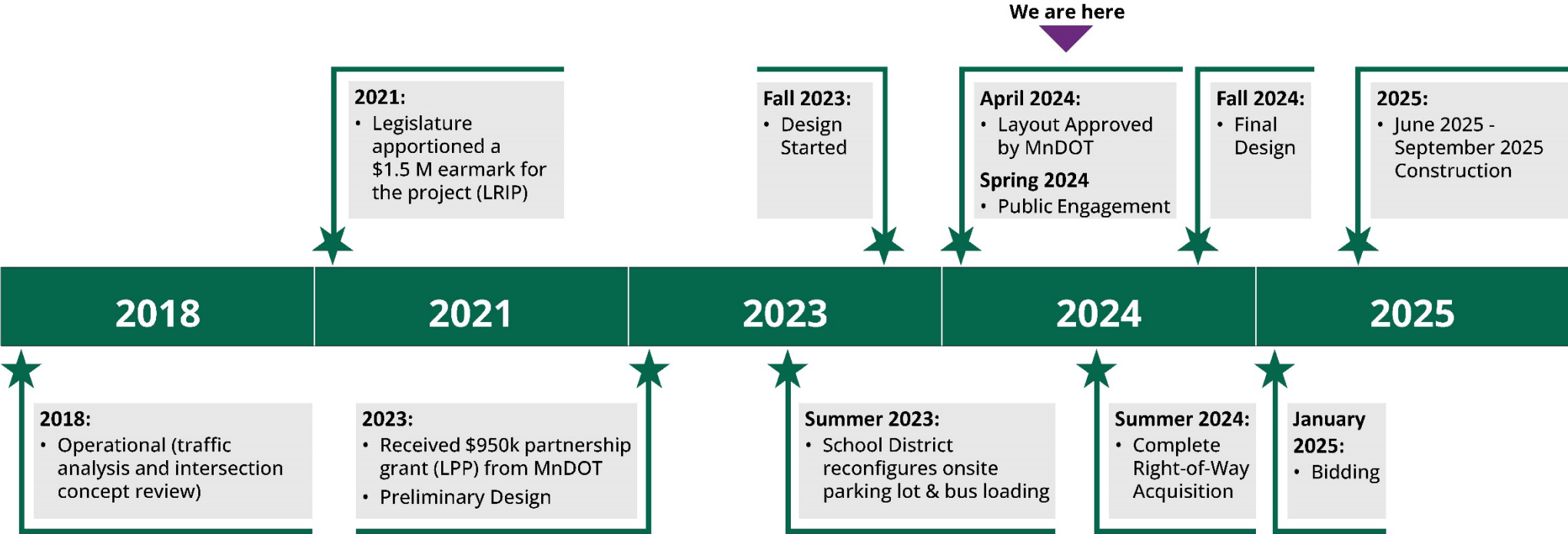
The overwhelming majority of attendees indicated support for the project



PROJECT COST



TIMELINE



Next Steps

- Finalize design documents
 - Develop construction staging plans
- Complete the Right Of Way acquisition
 - Actively coordinating with the potential development at 6440 Hazeltine
- Bid this winter
- Host a 2nd open house next spring, primarily to review staging
- Construction in summer 2025



Thank you

Questions?



City Council Item

May 13, 2024



Item	Fourth of July Parade Update	
File No.		Item No: I.2
Agenda Section	<u>ADMINISTRATIVE PRESENTATIONS</u>	
Prepared By	Priya Tandon, Recreation Manager	
Reviewed By		

<u>SUGGESTED ACTION</u>	
N/A	
Motion Type	N/A
Strategic Priority	Operational Excellence

SUMMARY

Prompted by traffic safety concerns with the historical route and 2024 road projects in the downtown area, a new route has been developed for the Annual Fourth of July Parade.

The new three-quarter-mile route begins at the intersection of Kerber Boulevard and Santa Vera Drive. The parade will travel south on Kerber Boulevard, turn east on West 78th Street, and end on Market Street, past the entrance to the Chanhassen Dinner Theatre. The parade will reverse and travel in the opposite direction from the traditional route.

BACKGROUND

The parade was added to the Annual Fourth of July Celebration in 1996, making 2024 the 28th year of the parade. With minor adjustments, the parade route has remained consistent from 1996-2023.

The city and the Rotary Club of Chanhassen partner to produce the annual parade, with the city providing traffic control, public safety management, and overall event management. The Rotary Club

manages logistics, coordinates with parade entrants, and manages staging and flow during the parade.

DISCUSSION

A portion of the historical parade route (Chan View Drive) and float staging area (Iroquois Circle, West 76th Street, and Huron Avenue) will be under construction in July 2024 as part of the City Pavement Rehabilitation Project. Delaying construction along the parade route and staging area until after the Fourth of July was considered, but is not feasible due to significant budgetary implications. The parade would not be able to stage or run through the construction area while maintaining safety.

The increased popularity of the Fourth of July Celebration events, increased vehicle traffic downtown on the Fourth of July, and end-of-parade float and pedestrian traffic have resulted in traffic safety concerns with the historical parade route in recent years. Potentially unsafe situations have arisen when trying to clear downtown Chanhassen of vehicles, pedestrians, and float traffic as the first half of the parade has ended and the second half of the parade continues on. Large gaps in the parade have also been a challenge, with gaps of up to 10 minutes between floats.

Staff have worked closely as a group with Chanhassen Fire, Public Works, Carver County Sheriff's Office, the Rotary Club of Chanhassen, and local downtown businesses to develop a new parade route that does not overlap construction areas, optimize public safety, minimize impacts to the downtown area, and provides the best viewer experience for residents and visitors. Eight new routes were considered. All route options were kept downtown Chanhassen, to maintain the tradition of the parade and focus on downtown. A primary focus when developing the new route was maintaining access to all downtown businesses and allowing for easy entrance/exit to the downtown area for vehicles before, during, and after the parade, to optimize general safety and safety during the event of an emergency.

The new three-quarter-mile route begins at the intersection of Kerber Boulevard and Santa Vera Drive. The parade will travel south on Kerber Boulevard, turn east on West 78th Street, and end on Market Street, past the entrance to the Chanhassen Dinner Theatre. The parade will reverse and travel in the opposite direction from the traditional route.

BUDGET

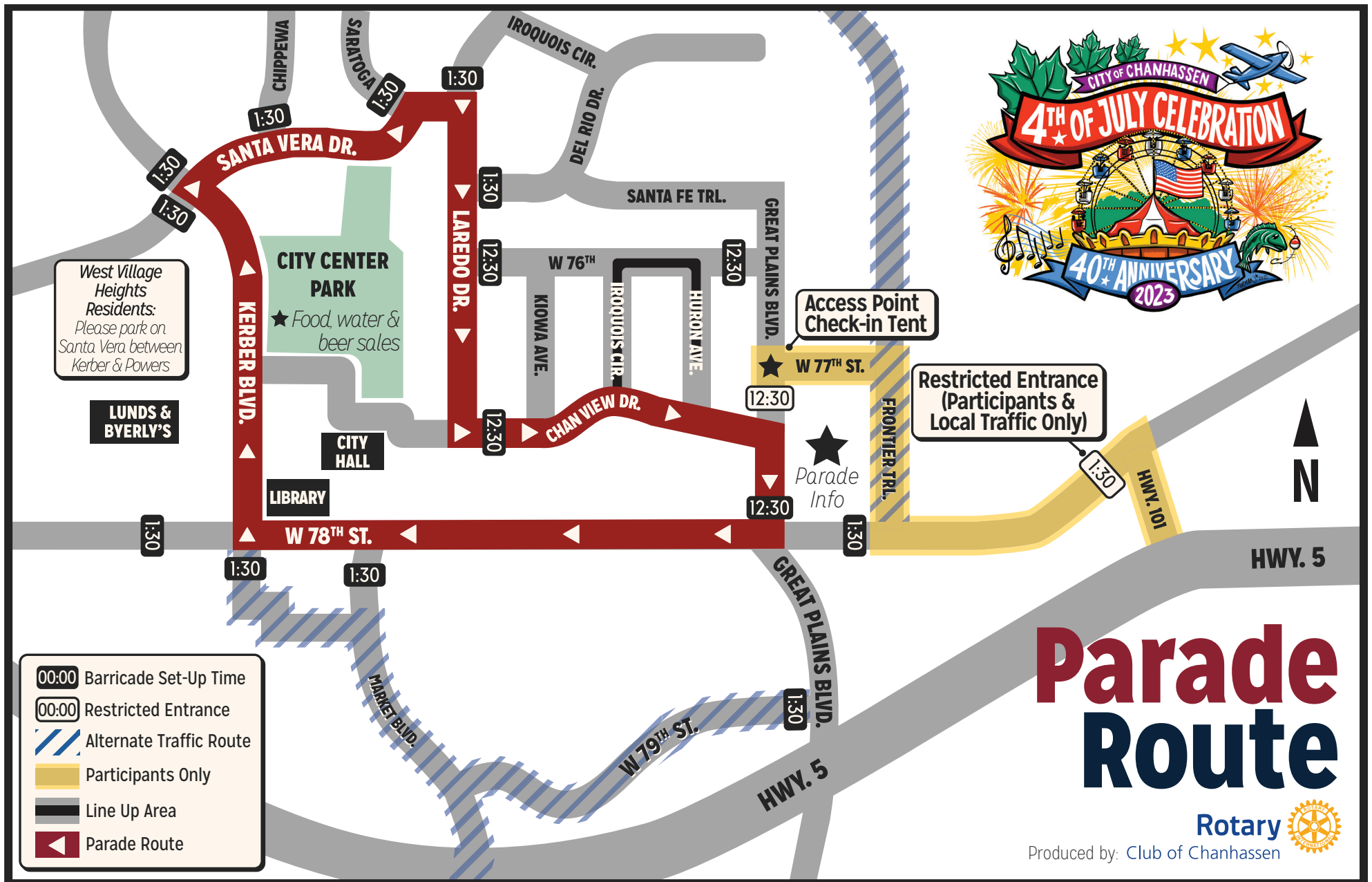
RECOMMENDATION

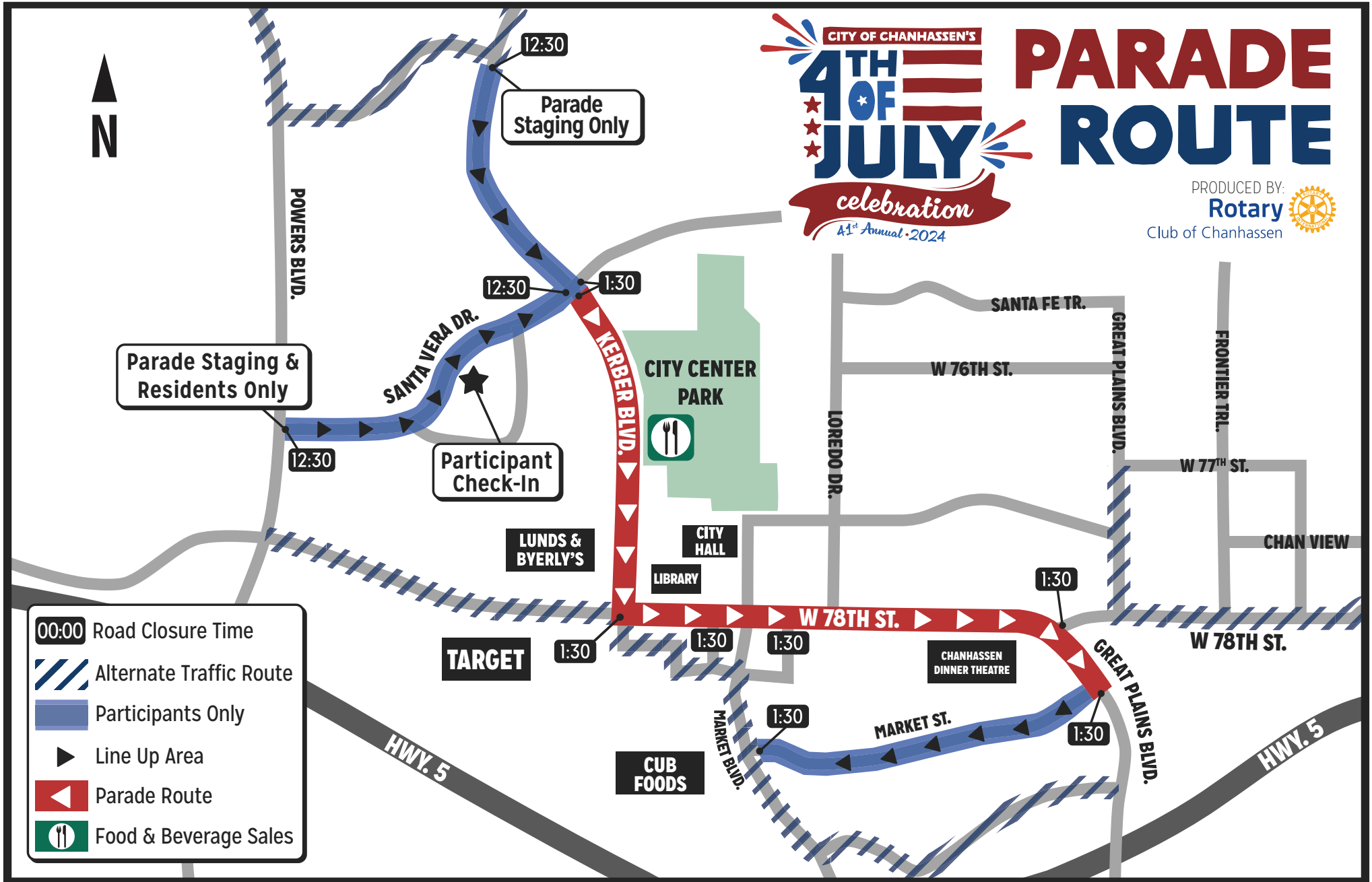
ATTACHMENTS

[Historical Route Map](#)

[New Route Map \(public\)](#)

[New Route Map \(internal\)](#)



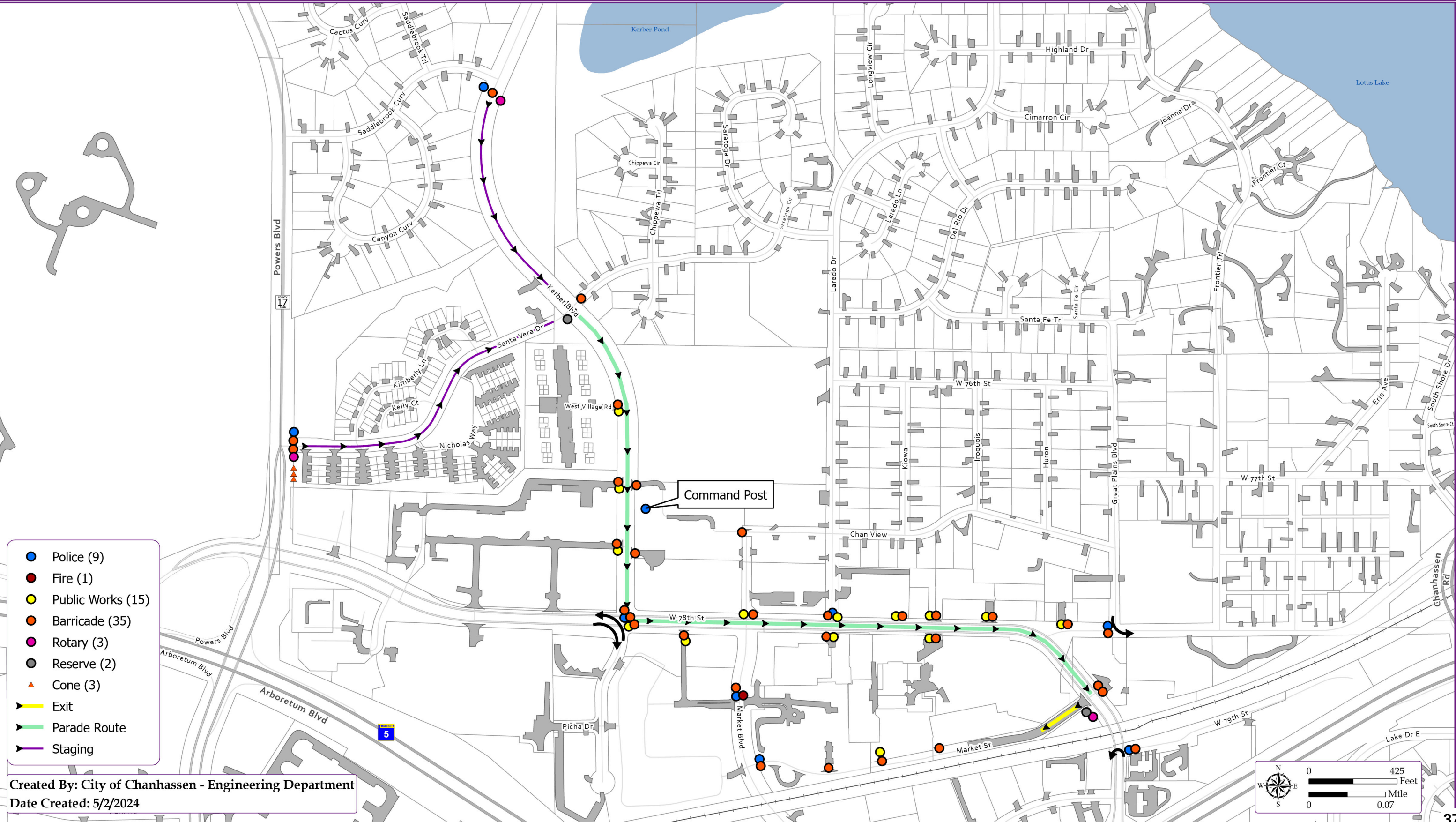




City of Chanhassen

Fourth of July Parade Security - Plan 1 - 2024

Document Path: K:\Departments\ Parks\4thOfJuly_2024\ParadeRoute2024.aprx



Created By: City of Chanhassen - Engineering Department
Date Created: 5/2/2024

City Council Item

May 13, 2024



Item	SW Transit Letter of Support	
File No.		Item No: J.1
Agenda Section	<u>CORRESPONDENCE DISCUSSION</u>	
Prepared By	Laurie Hokkanen, City Manager	
Reviewed By	Matt Unmacht	

<u>SUGGESTED ACTION</u>	
None	
Motion Type	N/A
Strategic Priority	Communications

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

[SW Transit Letter of Support](#)



CITY OF CHANHASSEN

Chanhassen is a Community for Life - Providing for Today and Planning for Tomorrow

April 19, 2024

Kirsten Wiard-Bauer
Office of Program Management
Federal Transit Administration
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Subject: SouthWest Transit's Submission to FTA's FY 2024 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

Dear Ms. Wiard-Bauer:

I am writing to express my support for the SouthWest Transit Battery-Electric Bus Deployment project submitted in response to the Federal Transit Administration's (FTA) FY 2024 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program Notice of Funding Opportunity.

Our city is committed to improving the lives of our citizens, through the use of clean, safe, environmentally friendly public transit vehicles and facilities. This grant would provide much needed funds to enhance facilities and purchase zero emission buses and infrastructure. The addition of these zero emission buses and facility enhancements would improve our community.

SouthWest Transit's project is an exciting opportunity for our community, and we look forward to the addition of zero-emission buses in their fleet. This project would improve air quality, lower greenhouse gases, and move Southwest Transit one step closer to their goal of being emissions free by 2050.

Thank you in advance for your consideration of this project. I fully support SouthWest Transit in their efforts and look forward to the implementation of this project and the benefits it will bring to our community.

Sincerely,

Laurie Hokkanen
City Manager
City of Chanhassen, MN

City Council Item

May 13, 2024



Item	Minnehaha Creek Watershed District Revised Permitting Rules	
File No.		Item No: J.2
Agenda Section	<u>CORRESPONDENCE DISCUSSION</u>	
Prepared By	Jenny Potter, Sr. Admin Support Specialist	
Reviewed By		

<u>SUGGESTED ACTION</u>	
N/A	
Motion Type	N/A
Strategic Priority	N/A

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

[Correspondence - Minnehaha Creek Watershed](#)

MINNEHAHA CREEK

QUALITY OF WATER

**WATERSHED DISTRICT**

QUALITY OF LIFE

April 23, 2024

Laurie Hokkanen
City Manager
City of Chanhassen
7700 Market Blvd
P.O. Box 147
Chanhassen, MN 55317

Greetings,

The Minnehaha Creek Watershed District (MCWD) is pleased to announce that the MCWD Board of Managers adopted revised permitting rules on April 11, 2024, to simplify and clarify language, streamline the permitting process, and ensure alignment with state requirements. The revised rules will go into effect on April 29, 2024.

MCWD works with cities, developers, and others who implement change on the landscape during our permitting process. Recognizing that what happens on the land impacts our water resources, we believe this interaction is an opportunity to coordinate with applicants to help them meet their goals while also protecting water resources. The adopted rule revisions focus on improving efficiency and customer service to enhance coordination throughout the permitting process.

To ensure a collaborative revision process, MCWD engaged representatives from the watershed's 29 communities through a Technical Advisory Committee to gather feedback on proposed rule revisions as part of our Land & Water Partnership Initiative, which focused on strengthening relationships with our communities to integrate land and water planning. Additionally, we distributed the rules for a 45-day public comment period on December 18, 2023 and held a public hearing on January 11, 2024. MCWD received ten comment letters, and these comments were used to inform final changes to the rules prior to Board adoption.

MN statutes require that a copy of the revised rules be sent to each city. You can find the rules enclosed as well as on our website at www.minnehahacreek.org/permits. Please reach out to MCWD with any questions or concerns.

Sincerely,

Becky Christopher

Becky Christopher
MCWD Director of Policy Planning

We collaborate with public and private partners to protect and improve land and water for current and future generations.

City Council Item

May 13, 2024



Item	Communications April 2024 Monthly Report	
File No.		Item No: J.3
Agenda Section	<u>CORRESPONDENCE DISCUSSION</u>	
Prepared By	Arianna Lyksett, Communications Manager	
Reviewed By		

<u>SUGGESTED ACTION</u>	
None	
Motion Type	N/A
Strategic Priority	Communications

SUMMARY

BACKGROUND

DISCUSSION

BUDGET

RECOMMENDATION

ATTACHMENTS

[Monthly Communications Report_April 2024.pdf](#)



MONTHLY COMMUNICATIONS UPDATE

April 2024

EXECUTIVE SUMMARY

April was a productive month for the communications team. Here is a snapshot of the campaigns we created and supported.

STRATEGIC + COORDINATED MESSAGING

- Recreation Center Programming
- Senior Center Programming
- Parks & Recreation Programming
- Summer Parks Hiring
- Garden Tool Swap
- Arbor Day
- Kids' Night Out
- #WaterWise Rebate
- Recycling Exists - Carver County
- Monthly Recalls - Fire Department Safety
- Employment & Join our Team for Public Works
- Pothole Repairs
- 9V Battery Drive at the Fire Station
- Speed Trailer Campaign
- Snowplowing Communications
- Spring Connection
- Heart of Chanhassen Photo Contest
- Chan-Happenings (weekly email + promotion)
- Message from the Mayor
- Road Project Email Updates
- Chanhassen Cinema & Hotel Redevelopment
- Downtown Chanhassen Design Guidelines

WEBSITE ACCOMPLISHMENTS

- Updated various department online forms throughout the website.
- Updating content to plain language.
- Flagged pages with old or out-of-date content and scheduled maintenance.

SOCIAL MEDIA ANALYSIS

BEST PERFORMING POST



ENGAGEMENT

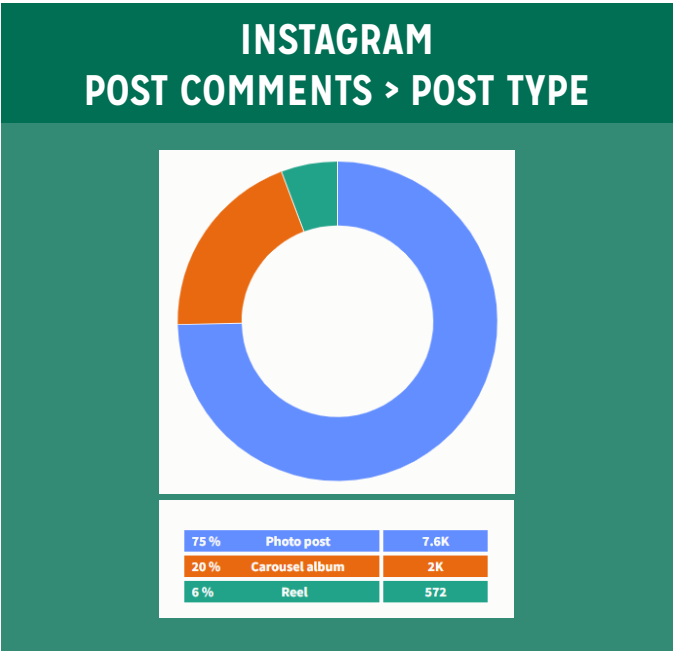
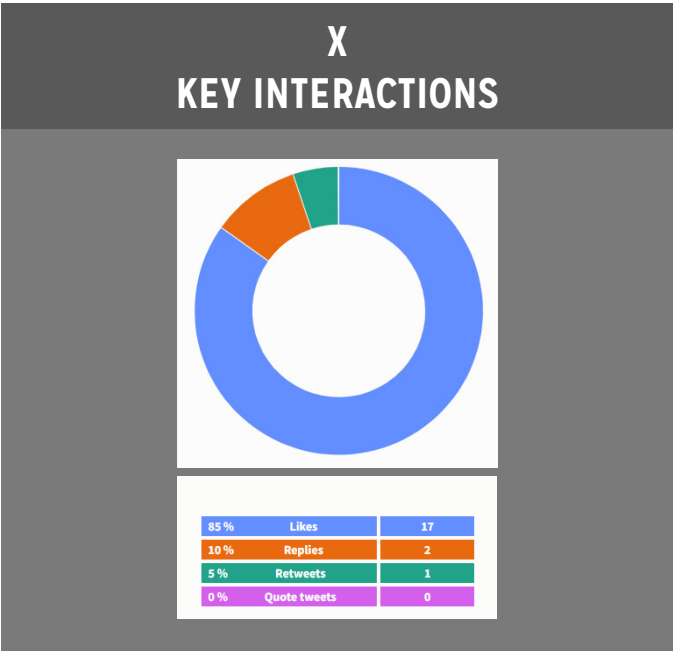
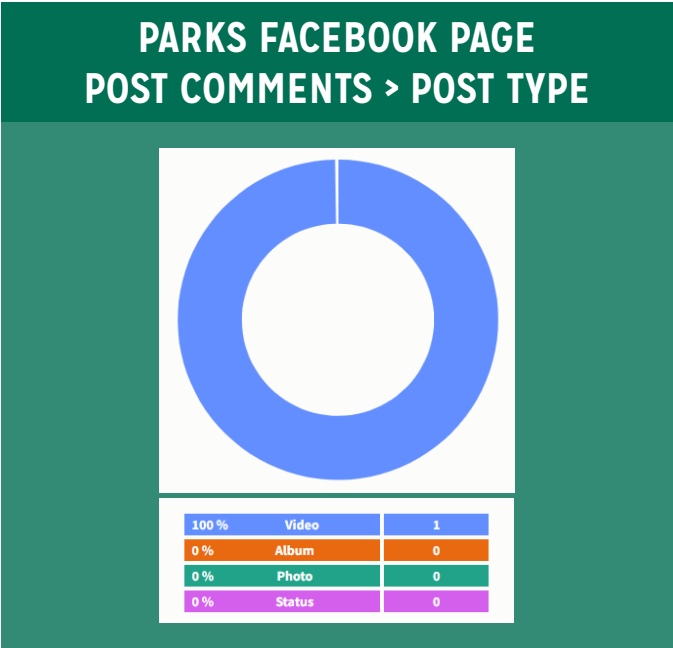
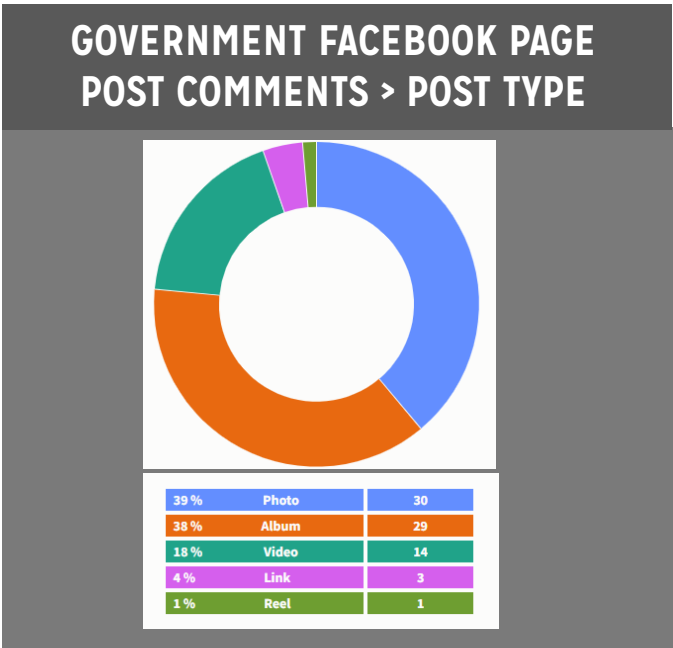
- ↓ Government Facebook Page
3.23% 4(% decrease from March)
- ↑ Parks Facebook Page
3.73% (99% increase from March)
- ↑ Instagram Page
1.7% (0.5% increase from March)
- ↓ X
2.17% (27% decrease from March)

IMPRESSIONS

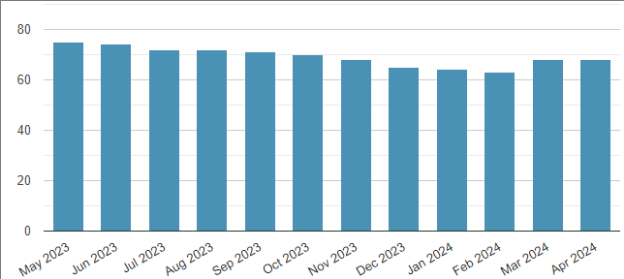
- ↑ Government Facebook Page
68,188 (25% increase from March)
- ↓ Parks Facebook Page
11, 435 (43,753 impressions in March)
- ↑ Instagram Page
10,249 (49% increase from March)
- ↑ X
7,240 (25% increase from March)

AUDIENCE GROWTH

- ↑ Government Facebook Page
+2 (7,421 current follows)
- ↑ Parks Facebook Page
+16 (1,648 current follows)
- ↑ Instagram Page
+26 (1,331 current followers)
- ↑ X
+6 (3,580 current followers)



ENGAGEMENT



TOPIC ACTIVITY

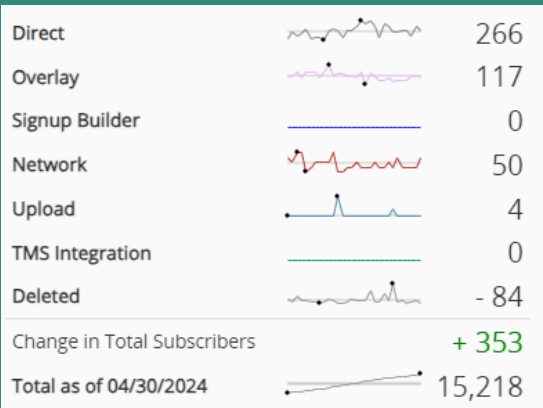
Popular Topics Among Subscribers

1. Special Events
2. Chan-Happenings
3. Emergency Alerts

Topics with Most Bulletins Sent

- Senior Center Programming
- City Council
- Chan-Happenings
- 2023 City Pavement Rehab Project

SUBSCRIBER GROWTH



SOURCE OF SUBSCRIPTIONS

Metro Transit	248	✓
City of Minneapolis	154	✓
City of Eden Prairie, MN	136	✓
Minnesota Department of Natural Resources	93	✓
Carver County, Minnesota	47	✓
City of Minnetonka	37	✓
City of Shakopee, Minnesota	16	✓
Metropolitan Council	14	✓
Explore Minnesota	13	✓
Federal Emergency Management Agency (FEMA)	4	

WEBSITE HIGHLIGHTS

TOP FIVE VISTED WEBPAGES

April

- 1. Search
- 2. Parks & Recreation
- 3. City Staff
- 4. Recreation Center
- 5. Chanhassen Cinema & Hotel
Redevelopment

March Recap

- Easter Egg Hunt
- Parks & Recreation
- Recreation Center

ENGAGEMENT

VIEWS

50,133

AVERAGE ENGAGEMENT TIME

1 Minute 16 Seconds

AVERAGE ENGAGEMENT TIME PER SESSION

49 Seconds

USER PROFILE

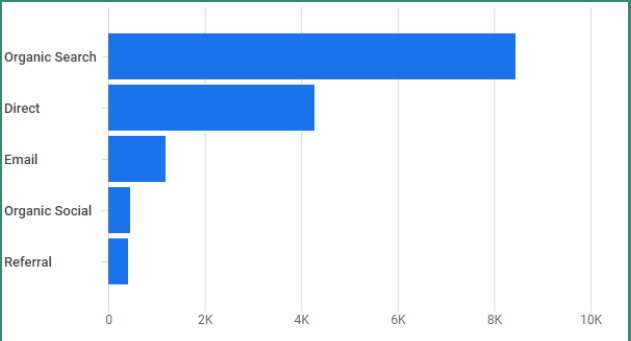
USERS

16,731

NEW USER CHANNEL GROWTH

Organic Search - 16,249
Direct - 5,740
Email - 2,468

SESSION BY CHANNEL



SOCIAL MEDIA INDEX

Facebook

Impressions: The number of times your post was on the screen.

Reach: The number of people who saw any of your posts at least once. Reach is different from impressions, which may include multiple views of your posts by the same people. This metric is estimated.

Engagement: The number of times people engaged with your post through reactions, comments, shares, views, and clicks.

Clicks: The number of clicks on links within posts that led to destinations or experiences, on or off Facebook.

Comments: The number of comments on your post.

Shares: The number of shares of your post.

Reactions: The number of reactions on your post. The reactions button on a post allows Accounts Center accounts to share different reactions to its content: Like, Love, Haha, Wow, Sad, or Angry.

X

Impressions: Times this Tweet was seen on Twitter.

Engagement: Total number of times a user has interacted with a Tweet. This includes all clicks anywhere on the Tweet (including hashtags, links, avatar, username, and Tweet expansion), retweets, replies, follows, and likes.

Detail Expands: Times people viewed the details about this Tweet.

Clicks: Number of clicks on any URL in this Tweet

Comments: The number of comments on your post.

Retweet: The number of people who shared your post.

Instagram

Post Reach: This metric counts reach from the organic or paid distribution of your post, including if it was boosted. Reach is only counted once if it occurs from both organic and paid distribution. This metric is estimated.

Comments: The number of comments on your post.

Shares: The number of shares of your post. **Likes:** The number of people who liked your post.

GOVDELIVERY INDEX

Recipients: The number of people who received your newsletter.

Delivered: The number of people who received your email.

Pending: Subscribers who still need to confirm their subscription to our newsletter.

Bounced: An email that couldn't be delivered. Specifically, it's a delivery failure related to server or spam issues, whether permanent or temporary. We use this metric to express a percentage of subscribers who didn't receive your message.

Open Rate: A marketing metric that measures the percentage rate at which emails are opened.

Click Rate: The percentage of people who click on a link or image within an email. We use the email click rate to measure an email's immediate successful response rate but not the overall success.

Unsubscribed: Subscribers that no longer want to receive your newsletter. They clicked the unsubscribe link in the footer of your newsletter.

Total Opens: Calculated by tracking the number of times an email is opened.

Unique Opens: Represents the number of individual people who opened your email. If you sent your email to 10 people, and only five opened it, your unique opens would be five.

Unique Clicks: The total number of subscribers that have clicked on any link in your newsletter. It does not count how often each subscriber has clicked on a link. Even if a subscriber clicks on the link twice, it will be counted only once.

Number of Links: The number of links you have in your newsletter.

WEBSITE INDEX

Pageviews: Pageviews is the total number of pages viewed. Repeated views of a single page are counted.

Unique Pageviews: Unique Pageviews are the number of sessions during which the specified page was viewed at least once. A unique pageview is counted for each page URL + page title combination.

Average Time: The average amount of time users spent viewing a specified page or screen, or set of pages or screens.

Average Engagement Time: Average engagement time per active user for the time period selected.

Average Engagement Time Per Session: The average time that your website was in focus in a user's browser or an app was in the foreground of a user's device.

Users: Unique visitors to your site.

New Users: The number of people who have never visited your site or app before.

New User Channel Growth: The channel by which the user was first acquired. Traffic sources are categorized into channels based on the rule-based definitions in the default channel group.