

Attention Location & Zoom Option

In order to practice social distancing related to the COVID-19 pandemic, the Chaska City Council work session and meeting on Monday, September 21, 2020 will be held at the **Chaska Event Center** and **virtually on a platform called Zoom**. To learn more about participating or watching the meetings, visit www.chaskamn.com. Any questions about how to participate should be directed to the Chaska Communication Department at communications@chaskamn.com or (952)448-9200.



AGENDA
CHASKA CITY COUNCIL
CHASKA EVEN CENTER -3210 CHASKA BLVD & ZOOM
Monday, September 21, 2020
7:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Visitor Presentation
6. Consent Items
 - 6.A. Adopt Resolution 2020-77, Approving the Street Name Change of Cardinal Street on the South Side of Del Webb Parkway
 - 6.B. Adopt Resolution 2020-78, Appointment of Election Judges for the 2020 General Election
 - 6.C. Adopt Resolution 2020-79, Bond Sale Reimbursement
 - 6.D. Approve Mt. Pleasant Cemetery Plot Repurchase

- 6.E. Approving Appointment of Alternate to MMPA Board of Directors
- 6.F. TH 41/CSAH 61 Downtown Chaska Professional Services RFP
- 7. Action Items
 - 7.A. Adopt Resolution 2020-80, Establish Preliminary City Tax Levy for Taxes Payable 2021
 - 7.B. Chaska Par 30/Learning Links of Chaska Project Consider Approval of Bids and Final Project Agreements
- 8. Bills
 - 8.A. ACCOUNTS PAYABLE COUNCIL ROSTER 9-21-2020
- 9. Other Business
 - 9.A. City Administrator's Report
 - 9.A.i. Biweekly September 21,2020
- 10. Adjourn

Chaska Economic Development Authority Meeting
Immediately following City Council

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
09/21/2020**

Subject: Street Name Change on Cardinal Street

Prepared By: Elizabeth Hanson

Staff Recommendation: Motion to adopt Resolution

With the approval of the Final Plat for Del Webb at Chaska (aka Pinnacle by Pulte Homes) in July 2020, the new grand entrance drive (Del Webb Parkway) dissects Cardinal Street and offsets its street alignment. The two lots (Brodman Lot and Acevedo Lot) that are south of Crown of Glory church, and now south of the proposed Del Webb Parkway, will still access a portion of the original Cardinal Street section. The part of Cardinal Street north of Del Webb Parkway will have to be re-aligned to match the grades of the new grand entrance drive. The north section of Cardinal Street will remain with the same street name. The Fire Department determined that the street name for the Cardinal Street section that accesses the two lots on the south side of Crown of Glory church has to be changed due to this offset of the roadway; this is necessary for emergency calls and accurately locating the two lots appropriately. The two property owners have suggested a name change of Stargaze Point.

The proposed street name (Stargaze Point) is not duplicative nor vocally similar to other street names within the community.

It should be noted that subdivision plats record official street names. Thus, changes to street names must be approved by City Resolution.

CITY COUNCIL ACTION REQUESTED

Motion to Adopt Resolution No. 2020-77, approving the street name change of Cardinal Street on the south side of Del Webb Parkway from Cardinal Street to Stargaze Point.

CITY OF CHASKA
CARVER COUNTY, MINNESOTA

RESOLUTION

DATE SEPTEMBER 21, 2020 RESOLUTION NO. 2020-77

MOTION BY COUNCILMEMBER _____ SECOND BY COUNCILMEMBER _____

Resolution Approving Street Name Change on the south side of Del Webb Parkway from
Cardinal Street to Stargaze Point

WHEREAS, with the approval of the Final Plat for Del Webb at Chaska (aka Pinnacle by Pulte Homes) in July 2020, the new grand entrance drive (Del Webb Parkway) dissects Cardinal Street and off-sets its street alignment; and

WHEREAS, the two lots (Brodman Lot and Acevedo Lot) that are south of Crown of Glory church, and now south of the proposed Del Webb Parkway, will still access a portion of the original Cardinal Street section; and

WHEREAS, the part of Cardinal Street north of Del Webb Parkway will have to be re-aligned to match the grades of the new grand entrance drive; and

WHEREAS, the north section of Cardinal Street will remain with the same street name; and

WHEREAS, the Fire Department determined that the street name for the Cardinal Street section that accesses the two lots on the south side of Crown of Glory church has to be changed due to this offset in the roadway; this is necessary for emergency calls and accurately locating the two lots appropriately; and

WHEREAS, the two property owners have suggested a name change of Stargaze Point; and

WHEREAS, the proposed street name (Stargaze Point) is not duplicative nor vocally similar to other street names within the community; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Chaska, Minnesota, hereby adopts Resolution #2020-77 approving the south section of Cardinal Street name change from Cardinal Street to Stargaze Point.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of September, 2020.

Mark Windschitl, Mayor

Attest: _____

Chaska Deputy Clerk

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
9-21-2020**

Subject: Appointment of Election Judges for the 2020 General Election

Prepared By: Denise Beebe, Senior Clerk

The General Election will be held on Tuesday, November 3, 2020. At least 25 days prior to the election, Council must appoint Judges of Election to administer the election in each polling place.

As per Minnesota Statute, party balance per polling site must only be maintained in that there may not be more than one half of the judges affiliated with one party. This condition will be met at all four polling locations. Judges are working either a full day or half day shifts of the General Election. They have attended or will be attending two hours of vertical training prior to the election.

All training and polling day work assignments are paid by the City through the Elections budget. There is a total of 16 to 18 judges working at each of the four Wards. Judges are offered the following pay, which comes out of the Election budget:

Head Judges, Assistant Head Judges and Tabulator Judges - \$11.00 per hour
Regular Judges - \$10.00 per hour

Staff recommends the appointment of Judges of Election for the General Election of those persons listed on Exhibit A, and any additional individuals needed to work at the polling sites.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020-78 appointing those persons listed on Exhibit A as Judges of Election for the General Election, Tuesday, November 3, 2020.

Judge Board Report, 2020 Presidential Election

General Election, Tuesday, November 3, 2020

Chaska W-1

Chaska Moravian Church, 115 4TH St E, Chaska, MN 55318

Ivy Beebe, Head Judge
Vickie Andrie, Assistant Head Judge
Jan Schmit, Tabulator
Margaret Batchelder, Election Judge
Stephanie Brekke, Election Judge
Suzanne Brousseau, Election Judge
Tim Burke, Election Judge
Stephanie Douglas, Election Judge
Karen Erdahl, Election Judge
Marian Garrison-Marlow, Election Judge
Jeri Goodspeed-Gross, Election Judge
Joseph Groth, Election Judge
Jackie Hope, Election Judge
Sandra Kabat, Election Judge
Cheryl McCoy, Election Judge
Linnea Stromberg-Wise, Election Judge
Gordon Thomas, Election Judge
Mary Jo Zirbes, Election Judge

Chaska W-2

Christ Victorious Lutheran Church, 9860 Shady Oak Rd, Chaska, MN 55318

Theresa Hill, Head Judge
Pamela Skaar Meier, Assistant Head Judge
Scott Morse, Tabulator
Scott Smith, Tabulator
Caroline Beise, Election Judge
Terri Browne, Election Judge
Rebecca Herreid, Election Judge
Aubrey Hookom, Election Judge
Cheryl Legan, Election Judge
Janet Merkle, Election Judge
Suzan Petersen, Election Judge
Gloria Peterson, Election Judge
Kelly Rodenberg, Election Judge
Robert Rodenberg, Election Judge
Elana Schwartz, Election Judge
Lenny Schwartz, Election Judge
Joseph Singer, Election Judge
Mary Stapleton, Election Judge
Marc Sultana, Election Judge
Elaine Ward, Election Judge
Wayne Ward, Election Judge

Chaska W-3

Church on the Hill, 950 Trumble St, Chaska, MN 55318

John Dawson, Head Judge
Emily Rome Welter, Assistant Head Judge
Kathleen Benjamin, Tabulator
Edward O'Connor, Tabulator
Nana Ama Adjei, Election Judge
Sarah Brammer, Election Judge

Judge Board Report, 2020 Presidential Election

Tom Dahl, Election Judge
Jill Engeswick, Election Judge
Nancy Essler, Election Judge
Michael Flaherty - Wilcox, Election Judge
Benjamin Goodman, Election Judge
Tina Heuer, Election Judge
David Legan, Election Judge
Mary Leopold, Election Judge
Lorraine Dee Moore, Election Judge
Kaye Norrish, Election Judge
Tracy Peterson, Election Judge
Melissa Reeder, Election Judge
Lindsay Strot, Election Judge
Jon Thom, Election Judge

Chaska W-4

Chaska Community Center, 1661 Park Ridge Dr, Chaska, MN 55318

Kevin Wright, Head Judge
Ralph Bendjebar, Election Judge
Bridget Boche, Election Judge
Carolyn Clausen, Election Judge
Nancy Collins, Election Judge
Vicki Daley, Election Judge
Karen Dawson, Election Judge
Randy Erdahl, Election Judge
Caleb Haynes, Election Judge
Martin Hubbard, Election Judge
Gwen Jansen, Election Judge
Paul Kabat, Election Judge
Wayde Kettner, Election Judge
Kathleen Koch, Election Judge
Peggy Longhenry, Election Judge
Suzette Maluchnik, Election Judge
Sheri Meyers, Election Judge
Norm Oberski, Election Judge
Susan Oprosko, Election Judge
Cheryl Schneider, Election Judge
Sharon Siegle, Election Judge
Jon Thom, Election Judge
Barbara Ward, Election Judge
Susan Marek, Election Judge - Employee

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 9-21-20 **RESOLUTION NO.** 2020-78

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

Resolution Appointing Judges of Election for the General Election November 3, 2020

WHEREAS, the General Election will be Tuesday, November 3, 2020; and

WHEREAS, the City Council must appoint Judges of Election to administer the polling places at least twenty-five (25) days prior to the election;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that the persons listed on "Exhibit A", are appointed to serve as Judges of Election for the City of Chaska at the General Election, Tuesday, November 3, 2020;

FURTHER, BE IT RESOLVED by the City Council of the City of Chaska, Minnesota, that the Election Administrator be empowered to appoint additional Election Judges as warranted.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of September, 2020.

Mark Windschitl, Mayor

Attest: _____
Chaska Senior Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 09/21/2020

Subject: Bond Sale Reimbursement

Prepared By: Noel Graczyk, Administrative Services Director

Background

The City anticipates it may be issuing debt in 2020 or 2021 to finance the following projects:

- Par-30 Learning Links, Reconstruction Project
- Minnesota River Station, Breaker Installation

Prior to issuance of any such debt the City must first comply with IRS regulations regarding reimbursement requirements. In accordance with IRS regulations, the City must declare its intent to reimburse itself prior to payment of any project expenditures.

Projects as listed in the proposed reimbursement resolution will incur costs that may be reimbursed from future bond sales and thus must be declared by the City for possible future reimbursement. The proposed resolution establishes compliance with IRS reimbursement regulations for the items as listed in Attachment A to the resolution.

Recommendation

Staff recommends adoption of the resolution.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020-79 relating to financing certain proposed projects and establishing compliance with reimbursement bond regulations under the Internal Revenue Code.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE September 21, 2020 **RESOLUTION NO.** 2020-79

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

**RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS; AND,
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS
UNDER THE INTERNAL REVENUE CODE**

BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota (the "City"), as follows:

1. Recitals.

(a) The United States Department of Treasury has promulgated final regulations governing the use of proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City for project expenditures paid by the City prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds within 18 months (or three years, if the reimbursement bond issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) after the later of (i) the date the expenditure is paid, or (ii) the date the project is placed in service or abandoned, but (unless the issue qualifies for the "small issuer" exception from the arbitrage rebate requirement) in no event more than three years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the bonds.

(b.) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

(a) The City proposes to undertake certain projects, which projects and the estimated costs thereof are generally described in Exhibit A hereto, which is hereby incorporated herein and made a part hereof (the "Projects").

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds (as hereinafter defined), (ii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iii) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Projects have been paid by the City before the sixty (60) days before the date of adoption of this resolution.

(c) The City reasonably expects to reimburse the expenditures made for costs of the Projects out of the proceeds of debt in an estimated maximum aggregate principal amount of \$3,258,000 (the "Bonds") after the date of payment of all or a portion of the costs of the Projects. All reimbursed expenditures shall be capital expenditures, a cost of issuance of the Bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

3. Budgetary Matters. As of the date hereof, there are no City funds reserved, allocated on a long-term basis, or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside) to provide permanent financing for the expenditures related to the Projects, other than pursuant to the issuance of the Bonds. The statement of intent contained in this resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

4. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make prior payment of the costs of the Projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds or the Projects and shall specifically identify the actual original expenditure being reimbursed.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21th day of September 2020.

Mark Windschitl, Mayor

Attest: _____
Denise Beebe, Deputy Clerk

EXHIBIT A

<u>PROJECTS:</u>	
<u>Minnesota River Station, Breaker Installation</u> (Fund 601)	\$508,000
<u>Chaska Par-30 Learning Links Project</u> (Fund 605)	\$2,750,000
Total All Projects	\$3,258,000

**REQUEST FOR ACTION
CHASKA CITY COUNCIL
9-21-2020**

Subject: Mt. Pleasant Cemetery Plot Repurchase

Prepared By: Vicki Schmid, Administration Clerk

On July 11, 2011 Shirley Lebo purchased Mt. Pleasant Cemetery property, Plot 593-1. Shirley has requested the City repurchase the property.

Per City Ordinance, the city retains the first option to repurchase cemetery lots at fifty (50) percent of the current lot price, which is \$300.00. Staff, therefore, recommends repurchase of the cemetery property for \$150.00.

Ordinance (Chapter 6.5, Article II, Section 25, Transfer of Lots*)

*Section 25. – Transfer of lots.

No cemetery lots may be sold or otherwise disposed of, except by will or operation of law, without the approval of the City Council. The city retains the first option to repurchase a cemetery lot at fifty percent (50%) of the current lot price. The City may use any of its funds for such repurchase and may hold such lot, or again sell and convey the same.

(Ord. No. 305, Sec. 5, 2/2/81)

CITY COUNCIL ACTION REQUESTED

Motion to approve repurchase of Mt. Pleasant Cemetery Plot 593-1, from Shirley Lebo for \$150.00

REQUEST FOR ACTION CHASKA CITY COUNCIL 09/21/2020

Subject: Appointment of Alternate to MMPA Board of Directors

Prepared By: Matt Podhradsky

Background

The City of Chaska is a member of the Minnesota Municipal Power Agency (MMPA). This entity is made up of 12 member cities and is the wholesale power distributor for the City of Chaska.

As part of a City's membership on MMPA, each City can have two representatives sit on the Board. One is the voting representative for the City and the other is the alternate representative who can vote in the absence of the voting representative. While the alternate representative is only allowed to vote on items in the absence of voting representative, they can participate in all discussions at the Board level.

Since August of 2008, I have served as the Voting Representative to the MMPA Board for the City of Chaska. Prior to me it was also the City Administrator who served in that role. Over the time period of Chaska belonging to MMPA, the majority of the time we have had the Electric Director serve in the capacity of the alternate member, with a short time period recently where a Council member served as the alternate to the Board.

As a point of reference, how other cities in MMPA appoint their representatives varies widely, with some having a Council member and the Electric Director serve in these capacities, some having a Utility Commission Member and a Council Member, and others having the City Administrator and Electric Director serve in this role. My experience over the years has been that the larger the community, the more likely they are to have Staff serve in these roles, with smaller communities not always having the available Staff to serve in this role. All these methods have worked fine, with it usually being the unique circumstances of each City that drives the people they appoint to the board.

Update

The City of Chaska has been without an alternate for several months, with the last person serving in the Alternate Role being Council Member Boe while he was still on the City Council. Before Council member Boe, Chaska had the Electric Director serve in this Alternate position.

While there are good reasons why the Council would decide to have an elected representative serve as alternate on the Board, my experience on the Board is that there is a lot of value to having the Electric Director be part of the Board and the discussions that are had. The information that is discussed at Board meetings is often very technical, and the Electric Directors have a very different perspective on the issues we discuss as they oversee the operations of our utility. Having that expertise part of the board discussions, and for me to consult with before decisions are made, is something very valuable to me as the voting member in making sure I am taking into consideration things that only the operator of our Utility would understand.

Recommendation

For the reasons listed above, I would recommend that we appoint Andrew Romine, our Interim Electric Director, as the Alternate Member to the MMPA Board of the Directors for the City of Chaska. With me likely moving into the President position on the Board at the next meeting, having Andrew's expertise on the Board I think would be very valuable both to me and to the Board as a whole.

CITY COUNCIL ACTION REQUESTED

Motion to appoint Interim Electric Director Andrew Romine to the MMPA Board of Directors as the Alternate Member for the City of Chaska.

REQUEST FOR ACTION CHASKA CITY COUNCIL 09/21/2020

Subject: TH 41/CSAH 61 Downtown Chaska Professional Services RFP

**Prepared By: Kevin Ringwald, Community Development Director
Matt Clark, City Engineer**

BACKGROUND

The City has worked closely with MnDOT and Carver County staff for a very long time to complete a mutually agreeable corridor study for TH41 (and CR61) in Historic Downtown Chaska. The corridor study placed an emphasis on public engagement with the downtown businesses and property owners to determine the improvements to both Chestnut Street (TH41) and Chaska Boulevard (CR 61).

A preliminary design for the improvements was completed in 2017. Since that time, the City has been securing funding awards from a variety of sources to fund this approximately \$25 million dollar improvement. As this project is scheduled for the fiscal year 2022 and 2023 with a construction project award in 2022, the city needs to move quickly get a consultant on-board to assist with getting this project ready to bid.

REQUEST FOR PROPOSALS

Staff is proposing to utilize a "Best Value" approach to selecting a consultant in this Request for Proposals (RFP). Minnesota State Statute (16c28) allows cities to use this "Best Value" approach, whereby factors not just limited to "lowest bidder" can be used to determine whom to award a project to. Given the complexity of this project, staff believes that this approach will yield the best project for the community. The weighted selection criteria to be used is as follows:

Technical competence and expertise as demonstrated by the responders expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques.	40%
Specialized expertise, capabilities, and technical competence as demonstrated by the Responders background and experience with similar recent work, and ability and experience in handling projects with similar constraints.	20%
The responders record of past performance on recent projects, including ability to control costs, ability to meet schedules and quality of work.	10%
The availability of personnel and other resources to perform the work within the specified time limit.	5%
The qualifications, experience, and availability of key personnel. This includes compatibility between consultants, member agencies, and the ability to communicate with each of the agencies and the adjoining property and business owners.	10%
Cost	10%
Familiarity with and availability to the project locale.	5%

CITY COUNCIL ACTION REQUESTED

Authorize staff to distribute the TH 41-CSAH 61 Historic Downtown Chaska Professional Services "Best Value" RFP, based on the aforementioned weighted selection criteria.



CITY OF CHASKA

REQUEST FOR PROPOSAL

*TH 41/CSAH 61 IMPROVEMENTS in
HISTORIC DOWNTOWN CHASKA*

PROCESS: *A “Best Value” method will be
used to review proposals
submitted in response to this
RFP.*

DUE DATE: October 12, 2020

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PURPOSE OF REQUEST

The City of Chaska in collaboration with the Minnesota Department of Transportation and Carver County, seeks to enter into a contract with a consultant to provide Final Design, Environmental Documentation, and Right of Way professional administration services for the Trunk Highway 41/CSAH 61 Improvements in Historic Downtown Chaska.

BACKGROUND

Highway 41 corridor is a Tier Three freight corridor on the Metropolitan Council freight network and important for providing access to the southwest metro region as a whole but also serves a local need in providing access to the Historic Downtown Chaska business district, industrial parks, and residential community. Formerly U.S. Highway 212, CSAH 61 is an A – Minor arterial roadway and is also an important regional freight corridor providing connections to both the TH 41 and CSAH 101 river crossing. The demand on the corridor is to serve pedestrians, automobile, transit, and freight users. Currently, the TH 41 regional river crossing and downtown “Main Street” corridor is bottle neck with safety and congestion issues.

The City has worked closely with MnDOT and Carver County staff for over 2 years to complete a corridor study with an emphasis in public engagement with the downtown businesses and property owners to evaluate the improvements to both the county and state highways. A preliminary design for the improvements was completed in 2017 with a staff level 2 MnDOT approval. Since that time, the City has secured competitive funding awards from the Minnesota Highway Freight Program (MHFP) as well as the Transportation Economic Development Program (TED) in the amount of \$7.5 million dollars. Funding for the project is scheduled for the fiscal year 2022 and 2023 with a construction project award in 2022.

The Highway 41/CSAH 61 Improvements in Historic Downtown Chaska (Attachment D) will provide significant safety and mobility benefits for the Historic Downtown business district through this constrained corridor. These safety and mobility benefits include conversion of Trunk Highway 41 from a four lane undivided to a three lane divided with the addition of turning lanes at all public street intersections, removal of on-street parking, elimination of weaving traffic, a larger pedestrian walkway, and street scape elements that complement the City’s Downtown Master Plan.

Improvements to County State Aid Highway 61 include a full depth roadway reconstruction along with new medians between full access intersections, concrete sidewalks, and street scape elements. Access changes are proposed along CSAH 61 with new public street connections within the Brickyard Commercial Area located between Walnut Street and Yellow Brick Road.

This project funding plan assumes a potential federal aid project and will need all necessary project design and documentation created that satisfactorily address all concerns from the various local, state and federal agencies needed for permitting, plan approval, bid authorization and bid letting. During construction there may also be a need for clarification of design intent or advice on dealing with site specific problems that may arise.

PROJECT DESCRIPTION AND REFERENCES

CSAH 61 / TH 41 Improvement Project Corridor Study and Appendices

<https://www.chaskamn.com/454/Construction-Projects>

MnDOT approved geometric layout:

<https://www.chaskamn.com/454/Construction-Projects>

Historic Downtown Chaska video layout:

<https://www.youtube.com/watch?v=i7hCkASmAJY&feature=youtu.be>

SCOPE OF WORK AND DELIVERABLES

The scope of work for this project includes the completion of all aspects of roadway design, right of way acquisitions, environmental documentation and permitting for the TH 41/CSAH 61 Improvements in Downtown Chaska on the attached Exhibit A including but not limited to the summary below:

Summary of TH 41/CSAH 61 Downtown Design/Facility Improvements:

- 4-lane undivided to 3-lane divided conversion
- Turn lanes at all public street intersections (most intersections have no turn lanes today)
- Expanded median / access control
- Removal of all Highway 41 on-street parking
- Expansion of sidewalk areas / ADA accessibility
- Grade separated (underpass) pedestrian trail crossing just south of the Highway 41/CR 61 intersection
- Pedestrian Hybrid Beacon at Walnut Street
- New signals / more efficient operations
- Intersection expansion at County Highway 61, including dual northbound lefts
- Improved pavement condition / Full reconstruction
- A new public parking lot located north of 5th Street and south of 6th Street between TH 41 and Walnut Street along with a Paseo and streetscape elements
- A new public parking lot located north of 2nd Street and south of 3rd Street between TH 41 and Walnut Street along with a Paseo and streetscape elements
- Streetscape Elements
- Pedestrian Connections with Business Storefront Conversions
- Right of Way/Easement Acquisitions

This work will include, but is not limited to, the following base tasks:

1. Reviewing current preliminary design and making revisions as appropriate.
2. Developing a pavement design recommendation. This will include a cost benefit analysis to determine the most cost-effective pavement type and design.
3. Identifying wetland impacts along the corridor and, if required, developing a wetland mitigation plan that is acceptable and gains review agency approval
4. Developing a storm water management plan that meets the local, state, and federal design and permitting requirements. The storm water design plans must align with the City of Chaska's Comprehensive Storm Water Management Plan.

5. Developing the necessary state and federal environmental documentation. This work will include, but is not limited to, determining if a Project Memorandum (PM) or Environmental Assessment (EA) is needed.
6. Determining ownership and documenting all private and public utilities and all types of easements that exist along the proposed corridor.
7. Determining impacts to all private and public utilities and developing a plan and costs to mitigate issues to avoid project schedule delays.
8. Designing and preparing construction plans that gain all necessary approvals and signatures.
9. Designing a traffic management and phasing plan for the project.
10. Designing City Sanitary Sewer and Watermain Utilities consistent with City standards.
11. Right of Way professional services for the acquisition of necessary right of way and easements to satisfy both the state and county highway final design along with the proposed City parking lots and alleyways.
12. Preparing the Right of Way plat.
13. Providing project management to coordinate all the work performed under this scope of work with affected agencies and the public.
14. Developing a public participation plan to effectively engage stakeholders about project activities and develop informed consent.
15. Developing and updating a project schedule identifying key project tasks and timelines.
16. Providing a Communications Plan that includes being a liaison to the public, local businesses, and government agencies (i.e. city, county, state, and federal).

Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. The City of Chaska reserves the right to eliminate any base task deemed necessary.

PROJECT CONSTRAINTS

All aspects of the project design for the life of the contract, from survey to the final road design, must be done using Microsoft Products, Adobe, and Autodesk's products that include Civil 3D (2017 version or newer). At any time during the life of the contract Chaska may request design files for their review. All project files will be delivered in electronic format to the satisfaction of the City (*).

Once the design is complete and plans have been approved for construction, all design and project related files will be delivered in electronic format to the satisfaction of the City of Chaska/Carver County/MnDOT (*), including, but not limited to, special alignments, feature lines, assemblies and subassemblies so that respective agencies can completely replicate the design with MnDOT/Carver County software at a later date.

In addition, all review and final signed plan sets will be delivered in paper as well as an Adobe pdf file.

All other preliminary and final documents and schedules will also be delivered to the respective owner/agency in paper and electronic format. The electronic format for the deliverable items will be in both Adobe and Microsoft applications to the satisfaction of owner agency (*).

(*) If project files are too large for email, other forms of delivery will be made available at the responder's expense (e.g., flash drive, portable hard drive, and ftp site)

All work on this project shall be completed so that the project can be bid before April 1, 2022. To accomplish this, the selected consultant must ensure that all work is performed in a satisfactory manner to complete the following tasks:

- Approved Project Memorandum (PM) or Environmental Assessment (EA)
- Approved wetland delineation and mitigation plan
- Completed right of way so that title and possession has occurred prior to bid
- Right of Way plat for Owner Agency recording
- State Aid approved plans
- All submittal check-off sheets
- Utility relocation certificate
- All required environmental, wetland, stormwater, and other necessary permits
- Project Funding Plan Coordination with State/County Agencies
- Engineer's estimate of probable cost and implementing County/State/Federal Cost participation policy
- Complete Project Manual with all special provisions and attachments
- Other items as necessary to achieve MnDOT State Aid approval of the project.

The City of Chaska will administer the project from the beginning of the bidding process through construction. Technical expertise throughout the project may be needed and expected until the project is considered final and accepted as complete by the City Council.

PROPOSAL CONTENT

The following will be considered minimum content that shall be included in the proposal and must be submitted in the order listed:

1. **Responder Information:**

Responders must provide their company name, business address, the contact person's name, telephone number, fax number and email address (as available).

2. **Project Understanding:**

Responders must provide a statement of the objectives, goals, and tasks to show or demonstrate the responder's view of the nature of the project.

3. **Background and Experience:**

Responders must provide a detailed description of the responder's background and experience with similar recent work. This should include examples of similar work indicating the responder's level of involvement in the project, and the key personnel involved with the project. For the similar work identified, provide information on:

- 1) Cost management (comparison of final cost to the initial Contract price with explanation of significant increases);
- 2) Whether the Client's schedule was met (with explanation of any delays), and
- 3) Client feedback regarding quality of services (for example any constructability or other plan reviews, any significant re-work required, or any known Contractor claims relating to plan errors). Emphasis should be placed on ability and history in handling projects with special constraints similar to the City's proposed project.

4. Key Personnel:

Responders must provide a list of the key personnel who will be assigned to the project and their area of responsibility. Responders must provide a statement for each of the key personnel detailing their training, work experience and qualifications relevant to the proposed work. No change in personnel assigned to the project will be permitted without the written approval of City of Chaska. For each of the key personnel assigned to the project, provide a list of their current projects, expected completion dates, and percentage of time dedicated to those projects.

5. City of Chaska/Carver County Participation:

Responders must identify the level of city and county participation that will be required on the project.

6. Work Plan:

Responders must provide a detailed work plan identifying the major tasks to be accomplished. This work plan will form the basis for final cost negotiations after responder selection. The work plan must present the responder's approach, task breakdown, and deliverable due dates. Clearly identify anticipated timeframes for each major project task or element.

7. Cost:

Responders must provide a detailed cost of services corresponding to the tasks within the work plan. Costs shall be based on hourly rates plus indirect costs with a not to exceed maximum. Sub consultant services shall follow the same format without additional surcharge by the prime consultant. Any additional services offered that are not considered part of the required work plan shall be listed separately. The costs for additional services will not be used in the cost evaluation portion of the evaluation.

The responder must not include price information in the body of the proposal. The costs must be in a separate document but, can be included as an attachment and packaged together with the proposal as one submittal.

PROPOSAL EVALUATION

Representatives of City of Chaska and Carver County will evaluate all responses received by the deadline. In some instances, an interview may be part of the evaluation process. The factors and weighting on which proposals will be judged are:

Technical competence and expertise as demonstrated by the responders expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques.	40%
Specialized expertise, capabilities, and technical competence as demonstrated by the Responders background and experience with similar recent work, and ability and experience in handling projects with similar constraints.	20%
The responders record of past performance on recent projects, including ability to control costs, ability to meet schedules and quality of work.	10%
The availability of personnel and other resources to perform the work within the specified time limit.	5%
The qualifications, experience, and availability of key personnel. This includes compatibility between consultants, member agencies, and the ability to communicate with each of the agencies and the adjoining property and business owners.	10%
Cost	10%
Familiarity with and availability to the project locale.	5%

The City of Chaska reserves the right to modify the final scope following the selection. Chaska and the successful responder will meet to negotiate the final scope of services and compensation shortly after selection. If the City and the successful responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by the City of Chaska in its sole discretion), then Chaska may declare negotiations to be at an impasse, and may commence negotiations with other candidates.

PROJECT SCHEDULE

The following is the desired schedule for the project:

Action	Date
RFP sent to selected consultants	September 22, 2020
Proposals received by the City	On or before October 12, 2020
City Council approved consultant selection	October 19, 2020
Execution of contract with the City	Pending Council Approval
Authorization to proceed	After execution of contract
Project kickoff and advancement	Immediately after contract execution
Project bid	Prior to April 1, 2022

PROPOSAL QUESTIONS

General Information:

Responders who have any questions regarding this RFP are to contact:

Matthew Clark, City Engineer
 City of Chaska
 One City Hall Plaza, Chaska, MN 55318
 Office: 952.448.9200
Mclark@Chaskamn.com

All proposals must be received no later **2:00 p.m.** Central Standard Time on **Monday, October 12, 2020**.

Submit 1 **unbound** hard copy of the technical proposal with a maximum of 20 pages (8.5x11, 11pnt font. Cost Proposal does not count towards the maximum 20 pages.), including resumes along with one copy of the entire proposal in electronic format (1- printable pdf file only on CD-ROM or flash drive). Submit 1 unbound hard copy of the cost proposal along with 1-printable pdf file or MS-Excel spreadsheet) The proposals must be submitted in separate sealed mailing envelopes or packages, clearly marked **“TH 41/CSAH 61 HISTORIC DOWNTOWN CHASKA Technical Proposal”** and **“TH 41/CSAH 61 HISTORIC DOWNTOWN CHASKA Cost Proposal”** on the outside. An authorized member of the firm must sign the proposals.

The City Engineer may choose to coordinate with representatives of MnDOT and Carver County on proposal related questions. Contact regarding this RFP with any personnel not listed above could result in disqualification.

Responders must adhere to all terms of this RFP. Late proposals will not be considered. All costs incurred in responding to this RFP will be borne by the responder. Fax responses will not be considered.

The City of Chaska is Not Obligated to Complete Project

This RFP does not obligate the City to award a Contract or complete the project, and Chaska reserves the right to cancel the solicitation if it is considered to be in its best interest.

DISPOSITION OF RESPONSES

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- ❑ Clearly mark all trade secret materials in its response at the time the response is submitted,
- ❑ Include a statement with its response justifying the trade secret designation for each item, and
- ❑ Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the City of Chaska.

The City of Chaska will not consider the prices submitted by the responder to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City of Chaska decides to pursue a Contract and that Contract is executed.

Addenda/Clarifications. Any changes to this RFP will be made by the City through a written email addendum. No verbal modification will be binding.

Contract Award: Issuance of this RFP and receipt of proposals do not commit the City to the awarding of the contract. The City reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant, should negotiations with the selected consultant be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.

City Rights: Chaska may investigate the qualifications of any consultant under consideration, require confirmation of information furnished by the consultant, and require additional evidence of qualifications, to perform the work described in this RFP. The City of Chaska reserves the right to:

- a. Reject one or all proposals if such action is the public interest;
- b. Cancel the entire Request for Proposals;
- c. Issue a subsequent Request for Proposals;

- d. Remedy technical errors in a Request for Proposals process;
- e. Appoint evaluation committees to review proposals;
- f. Establish a short list of consultants eligible for interview after evaluation of proposals;
- g. Negotiate with any, all or none of the Request for Proposal consultants; and
- h. Reject and replace one or more subconsultants.

Independent Price Determination: Applicants are held legally responsible for their information and budget. Applicants are not to collaborate, for the purpose of restricting competition, with other applicants or competitors in developing proposals and budgets.

Independent Contractor Status: The consultant will be an independent consultant; nothing contained in any contract awarded shall be construed to create the relationship of employer and employee between the City of Chaska and the consultant. The consultant is not entitled to receive any of the benefits of the City of Chaska employees and is not eligible for workers' or unemployment compensation benefits. The consultant understands that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from payments due the consultant and that it is the consultant's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Contract Type: A contract will be executed between the City of Chaska and prime consultant firm. In the case of a project team of multiple consultants, a prime consultant firm shall be responsible for sub-consulting with the other consultant firms. There will be no legal relationship with the City of Chaska and the sub-consultant firms. The prime and sub-consultant firms shall be responsible for providing the required submission information via a single proposal.

Letter of Submittal Inclusions:

- a. Name, address, phone number, and email from the firm's client representative;
- b. Acknowledgement of receipt of RFP addenda, if any;
- c. Name, title, address, telephone numbers, and email address of contact person during the period of evaluation;
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of the submittal; and
- e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

CONTRACT

The term of the contract to be awarded under this RFP will be from the date executed by all parties until services are complete. The City will prepare a contract with the selected consultant. The selected consultant must be willing to sign a contract that will incorporate the RFP plus attachments, the response to the request for proposal and any other terms negotiated by the parties.

INSURANCE REQUIREMENTS

Insurance Certificates and Continuity of Coverage Required. The successful responder must provide a certificate of insurance showing that they have each type of insurance coverage and limits required under this Contract. The certificate must be filed with the City of Chaska's Authorized Representative within 30 days of execution of this Contract. Each policy and Certificate of Insurance must contain a 30 day notice of cancellation, nonrenewal or changes in coverage or limits to all named and additional insured. The successful responder must maintain such insurance in full force and effect throughout the term of this Contract.

1. **Required Insurance.** The following insurance coverage are required:

The consultant will at all times during the term of this Agreement keep in force:

A. Commercial General Liability Insurance Policy the following minimum limits:

\$3,000,000 Aggregate

\$3,000,000 Products and Completed Operations Aggregate

\$1,500,000 Personal Injury and Advertising Injury

\$1,500,000 Each Occurrence

\$ 100,000 Fire Damage Limit

\$ 5,000 Medical Expense

The policy should be written on an "occurrence" basis and not a "claims-made" basis.

B. Automobile Liability Insurance including owned, non-owned, and hired vehicles in an amount not less than \$1,500,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this.

C. Professional Liability Insurance the following minimum limits apply:

\$3,000,000 Aggregate

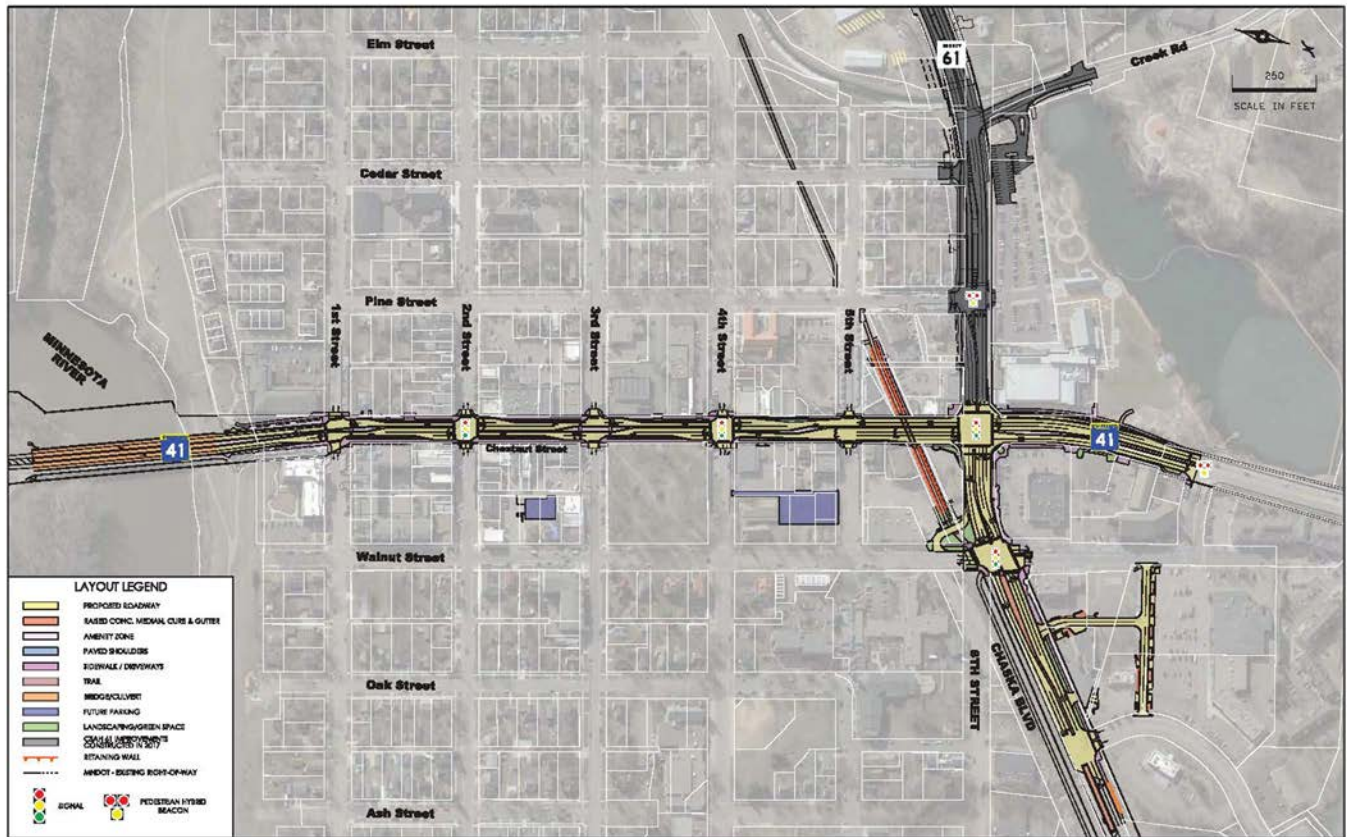
\$1,500,000 per claim

D. Excess Umbrella Liability Policy will be additionally required if any of the above policies have lower limits than stated.

E. Worker's Compensation Insurance.

F. Prior to the effective date of this Agreement, and as a condition precedent, the Contractor will furnish the County with an original Certificate of Insurance listing the County as an "Additional Insured" in all coverage areas including Excess Umbrella Liability or Excess Umbrella follows form language except Worker's Compensation and Professional Liability.

2. **Right to Terminate.** Carver County will reserve the right to immediately terminate the Contract if the successful responder is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the successful responder. All insurance policies must be open to inspection by Carver County and copies of policies must be submitted to Carver County's Contract Administrator upon written request.



REQUEST FOR ACTION CHASKA CITY COUNCIL 9/21/2020

Subject: Establish Preliminary City Tax Levy for Taxes Payable 2021

Prepared By: Matthew Podhradsky, City Administrator

Under State Statute, local communities are required to establish a maximum tax levy prior to the end of September. This maximum levy is then used by the County Auditor to prepare Truth in Taxation statements that are mailed to individual property tax payers so they know what each one of their local taxing jurisdictions is planning to levy for the upcoming year prior to the Truth in Taxation Public Hearing held in early December.

As we discussed over the past two work sessions, and as we have discussed over the past several years of our financial forecasting process, there are several things that we have looked at incorporating into our budgeting process to meet our service objectives. These have included increasing our tax levy to support the replacement and maintenance of assets we have already invested into through a formal Capital Improvement Program (CIP), reaffirming our policy on how we establish our tax levy in a given year by focusing more on the items that directly increase our service costs such as new growth in the community and inflation, and planning for issues we foresee in the future so as to be prepared to address them as they come to fruition. During the past two work sessions, we have focused a significant amount of time to some of the economic realities we foresee for the upcoming year due to the COVID 19 Pandemic, looked at options for what we might need to do to meet our budgeting objectives, and things that we may need to delay to reduce the impact to our taxpayers during the 2021 budget year.

As always, we start the budget process focusing on the objectives that have been discussed by the Council for establishment of the 2021 budget. These objectives include:

- ***Support budgeting programs that help Chaska strengthen its mission of being "The Best Small Town in Minnesota"***
- ***Maintain existing high-quality service levels***
- ***Existing Levy Policy: Limit tax levy growth to capture only new growth in community and inflation. Only increasing levy beyond this point if new service levels/assets are being added***
- ***Fully fund maintenance and replacement of our vehicles, equipment and physical assets on a regular schedule to ensure sustainability of investments already made***
- ***Fund new programs only after existing, necessary programs are funded***
- ***Budget utilizing a plan that avoids draw-down of City's General Fund Reserves and builds these reserve levels to a targeted level***
- ***Fully fund levy needs of Street Reconstruction Program***

- ***Develop a budget plan that is sustainable from a resource perspective to support service levels that residents expect***

This last objective was added during the 2019 budget process and led to the completion of a Staffing Study identifying current gaps in our Staffing resource levels and staffing we will need to plan for as our community continues to grow. This year we also added to our General Fund Reserves Objective by expanding it to include developing a plan to build up our General Fund Reserves balance to targeted levels that maintain or improve our current bond ratings.

Budget Environment for 2021

As mentioned previously, the COVID 19 Pandemic crisis which started back in mid-March, has created significant economic issues for us to address as part of this budgeting process. While the most dramatic economic impacts have occurred within our recreational Enterprise Funds, such as the Chaska Community Center and the Chaska Curling and Event Center since they were closed for nearly 5 months and have been restricted on their capacity as we have reopened, we have also seen impacts in General Fund Revenues that forced us not only to make mid-year changes to our 2020 Budget, but will also have an impact on the 2021 budget setting process.

In July of this year, we did amend the adopted 2020 budget to address impacts we have experienced in our General Fund revenues, including revenue sources such as our Administrative Fees from our Enterprise Fund operations and building permits. At the July 6th Council meeting, we did reduce our General Fund expenditures by \$750,000 to meet our projected reduction in revenues. This included:

- Reduction in CIP Program Expenditures by \$275,000 (mainly Park improvements)
- Reduction in planned position and Staffing Plan implementation by \$380,000
- Reduction in Special Events Expenditures by \$25,000 in Park and Recreation
- Reduction in a multitude of other expenditures throughout all General Fund departments including things such as travel/continuing education/conferences

As we have discussed over the past two work sessions, with the limited growth we have seen in market values for taxes payable 2021, being able to accomplish all of our budgeting objectives in 2021 will be very challenging, and will require the Council to rely prioritize the most the objectives that are most important to try to accomplish in the 2021 budget.

This Staff report will lay out the economic environment in which these decisions will have to be made, and the different budgeting options the Council have discussed over the past several weeks.

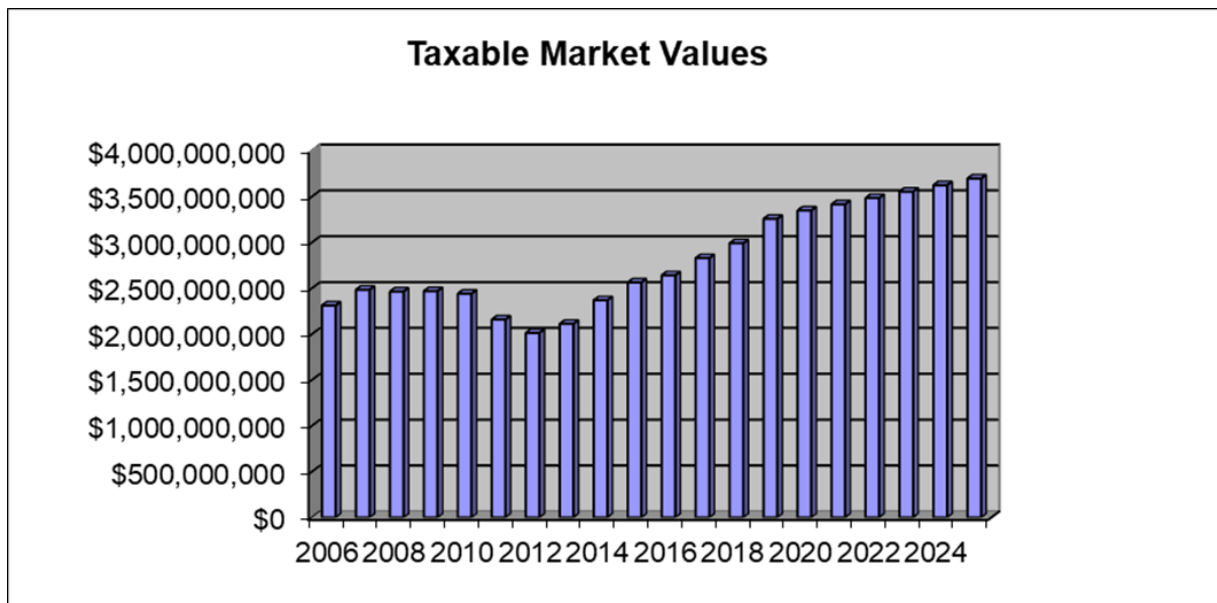
Market Values

As you will see in the chart below, the City of Chaska will see a 2.80% increase in market values for taxes payable 2021, which is expected to result in a 3.01% increase in tax capacity for 2021.

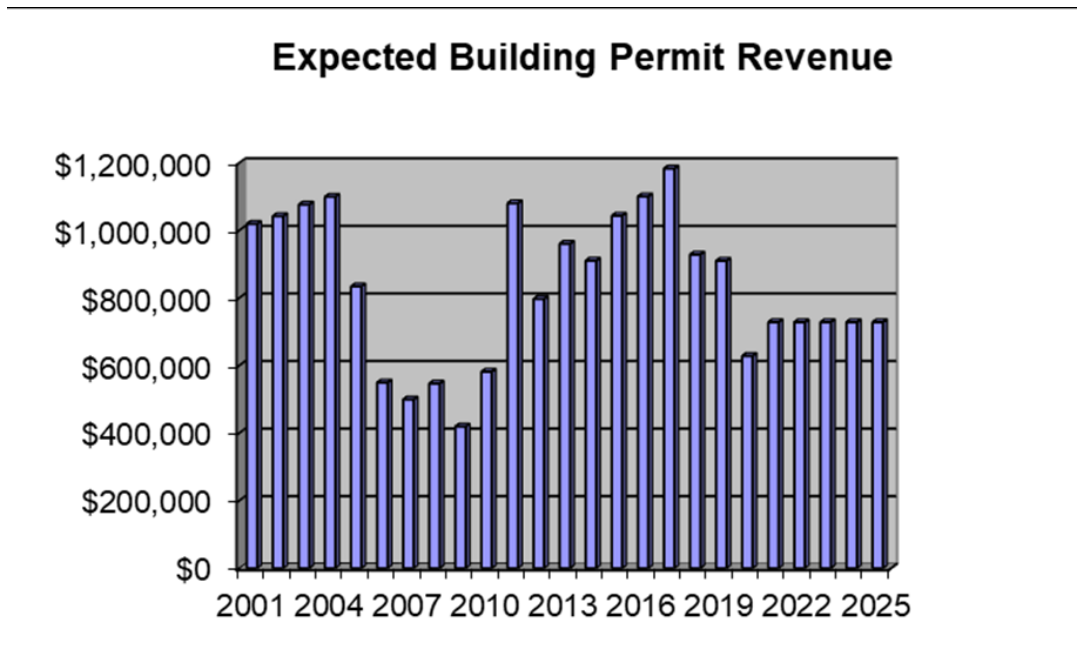
City of Chaska 2020 Assessment Summary					
	Residential	Commercial/Industrial	Apartment	Ag	Total
2020 EMV	\$2,501,694,500	\$525,663,000	\$227,442,100	\$93,168,900	\$3,347,968,500
2019 EMV	\$2,447,015,300	\$507,799,800	\$208,750,700	\$93,112,400	\$3,256,678,200
Total Value Change	\$54,679,200	\$17,863,200	\$18,691,400	\$56,500	\$91,290,300
New Construction	\$42,932,600	\$7,061,300	\$10,400,000	\$0	\$60,393,900
Market Change	\$11,746,600	\$10,801,900	\$8,291,400	\$56,500	\$30,896,400
% New Construction	1.72%	1.34%	4.57%	0.00%	1.80%
% Market Change	0.48%	2.13%	3.97%	0.06%	0.95%
2019 Total % Increase	2.23%	3.52%	8.95%	0.06%	2.80%

This market value increase is significantly less than what we have seen over the past year, the market value increase in 2019 being 9.14%. As you will see in the chart above, 1.80% of the market value increase represented new construction growth, with approximately 1% being growth in existing properties. Apartments saw the greatest impact in values at 8.95% overall, with about half coming from new construction and half from the market value growth occurring in existing apartment buildings. This market value growth is consistent with the continued low vacancies we have seen in apartment buildings throughout the City. This limited market value growth for 2021 does impact the amount of new revenue we are able to generate for next year without impacting our tax rate.

Below is chart illustrating the past 15 year history of market values in the community and a projection of what we expect for the next few years:

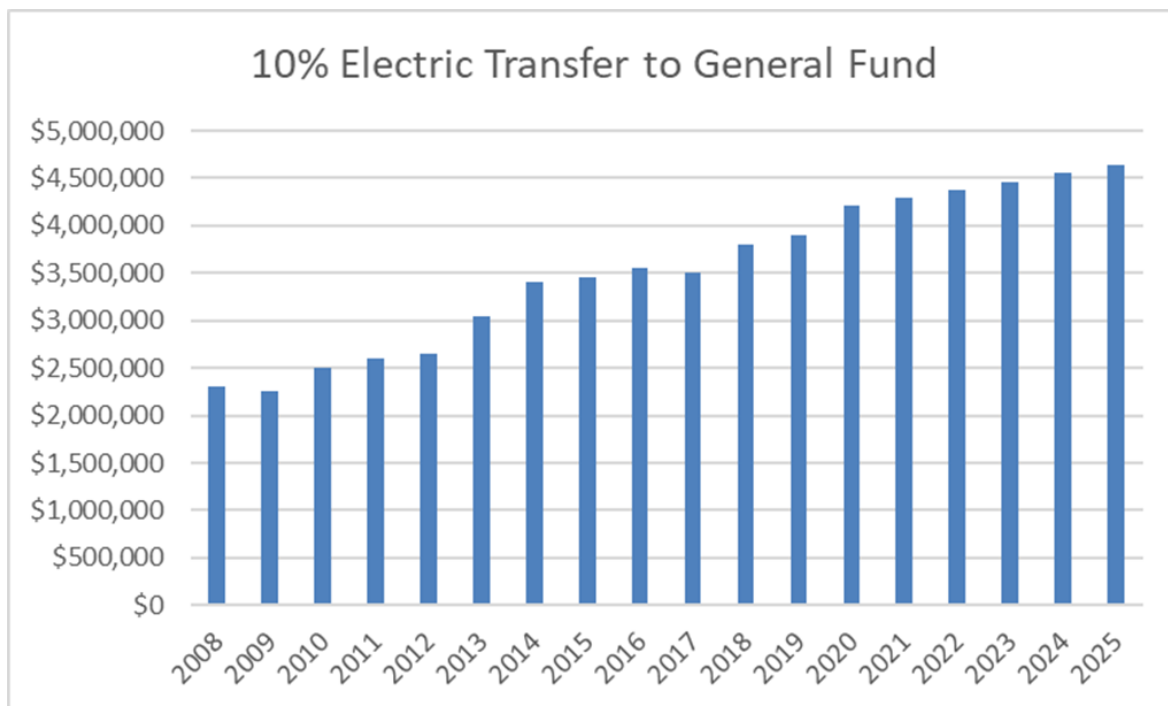


Another area of fluctuation we have seen over the past several years is in Building Permit revenue, making this a very difficult number to budget. With the exception of the Great Recession years of 2007-2010 where we saw quite a dip in the amount of revenue we generated through Building Permits, most years between 2001-2019 saw building permit revenues of over \$800,000, with many of these years being well over \$1 million. In 2020, we adjusted the budget to bring revenues down to just over \$600,000, and are planning on keeping this figure budgeted conservatively over the next several years as we expect that we could see some slowdown in market activity with the Pandemic continuing into 2021. This has a major impact on our anticipated revenue generation for 2021 and another challenge we are having to consider as we establish the 2021 budget. Below is a chart illustrating the building permit activity we expect to see:



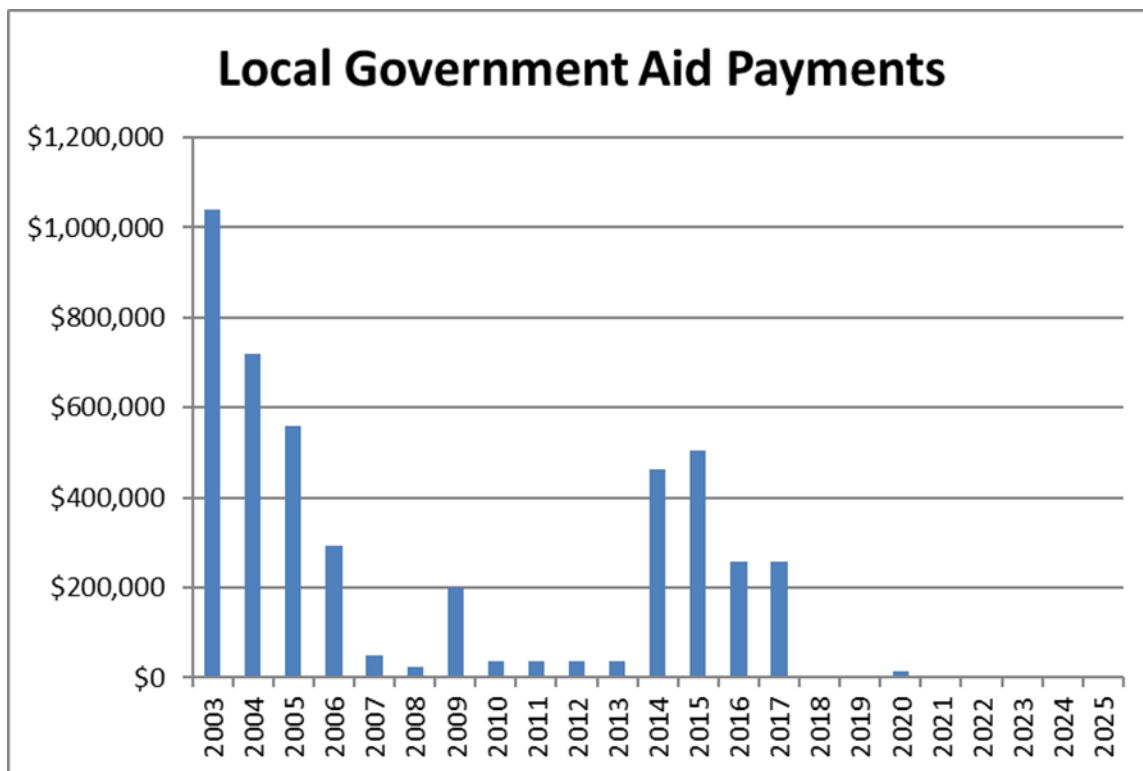
While we have seen a stagnation of both Market Value increases in the community and a reduction in building permit activity associated with the Pandemic, one area that Staff has continued to see continued positive growth is in our electric revenue coming into the General Fund. We have seen this with the opening of several data centers in the community, as well as the additions onto existing industrial buildings in the community we continue to see. We have also started to see an impact from the increase in residential usage in the community. Currently the City takes 10% of its revenue from the Electric Fund as transfer that helps support General Fund activities. This has been structured to be a Franchise Fee to the General Fund to support the Electric Funds use of general city assets such as right of way for providing service in the community.

We are seeing this transfer continue to grow, as it is based on 10% of our overall sales within the Electric Department. It should be noted that while this is a 10% fee to the Electric Fund, our rates are still very competitive with our main competitors such as Xcel and MN Valley Electric Cooperative. In our last comparison, Chaska Electric was approximately 7% lower than Xcel for our residential rates with us being very similar to MN Valley. The growth in this transfer does help to mitigate some of the reductions we are seeing in other revenue sources.



One area that we continue to see a drastic change, and what we expect to be a permanent change, is in our Local Government Aid allocation from the State. As I discussed with the Council in our first work session this year, in the early part of last decade, our LGA allocation was as high as \$1,000,000, with it dropping to nearly \$0 in 2007. This changed in 2014 when the State changed their formula for LGA allocation, and we once again saw approximately \$500,000 of LGA payments each year. In 2016, we saw this number drop to just over \$250,000 because of the reincorporation of value from our decertified TIF District #4, where it was in

2017 as well. In 2018, this number went to just over \$1,000, creating a significant hole in our budget. To address this, the Council in 2018 did increase the tax levy to recapture half of that lost aid (\$128,035), because of the significant impact it could have had to our service levels. In 2020, the amount of LGA went to just over \$14,000, and for 2021 is now officially \$0 of LGA in our budget. We expect it to stay this way moving forward. It should be noted that when we saw the large drop of approximately \$1 million between 2003-2007, we did not levy to replace any of this lost aid. While we did see increasing market values during this same period, which did help mitigate some of this loss in LGA, this permanent loss in aid was never fully recouped through other revenue sources, which has continued to make this an issue that has affected us in our annual budgeting process.



Discussion Items for 2021 Budget

In the Work Session Council discussed priorities from previous years and priorities new to this year. Council discussed approaches to address these needs in light of revenue challenges we expect in 2021.

Priorities from Previous Years Include:

1. Continued utilization of our tax levy policy
2. Annual projects to be funded through our Capital Improvement Program and the impact of revenue reduction on being able to fully implement the CIP in 2021
3. Continued implementation of our Staffing Study and the impacts of economy on the timing of implementation

Recall, in the 2020 budget year, we moved to implement the first of a four-year plan to address the Staffing Study's identified needs.

In addition to these items, two new items have emerged to consider in the 2021 budget year:

4. Needs identified in our recent Community Conversations on Policing review
5. Needs identified in our most recent bond rating reviews to address General Fund Reserve policy

I will spend some time discussing each of these separately.

1. Establishing tax levy based on policy:

For three decades, the City of Chaska had a policy in place for the establishment of the annual tax levy for the City. This policy stated that the City's objective was to have a constant tax rate, and that the levy would increase annually based on the increase in tax capacity in the community over the past year. For instance, if the tax capacity (which is based on market values) increased by 5% in any given year, the levy would be recommended to be increased by 5%, which would keep our tax rate the same. Theoretically, if a resident's property stayed the same in value from one year to the next, the taxes on their property would not increase. They would only increase if there was an increase in value.

In 2015, the Council officially changed that policy to have our levy increase reflect the actual items that have a direct impact on the cost of services we provide: new growth, inflation and the addition of any new programs to our budget.

Based on that policy, for 2021, the percentage of new growth in the community is approximately 1.85%, with 1.68% growth occurring in inflation. This would say that our operational levy should increase by 3.53% to accommodate these increases in service costs. The only other increase would come from any additional services/new items being introduced to the Budget for the upcoming year. With the tax capacity going up by 3.01% for 2021, this would mean that the tax rate would go up by 0.254% percentage points or 0.88% if we to only increase by the base amount.

In a normal year, we would expect that this increase would be able to cover our base level programs, such as our CIP, and that we would only need to increase beyond this amount if we were trying to implement a new program, such as our Staffing Study recommendations. However, as we will see in the next section, with significant impacts in our revenue stream because of challenges with the economy, we are not able to fully fund our base level services, such as our CIP with this base levy increase.

2. Continued implementation of our Full CIP

Since 2012, we have discussed the importance of reinvesting back into the assets we have in the community if we are going to keep them in good condition. In the Decision Resources Survey results the Council recently had presented, it showed that 68% of our residents favored increasing taxes if it meant that we could help maintain the assets and services we have already invested into.

In doing a study of our existing assets back in 2013, it was determined that in our General Government Services we were approximately \$1 million short annually in being able to properly fund the replacement of our assets such as parks, road, trails, etc... To address this, the

Council decided that year to implement a program over a 4-year period, increasing revenues to the CIP program by \$250,000 each year until fully implemented. In 2017, we finished this 4-year ramp up of revenue, which has since allowed us to fund \$1 million annually towards our CIP activities.

As mentioned previously, with the impact of the COVID 19 Pandemic on our budgeted revenues, we did have to reduce our CIP mid-year in 2020 to reduce it by \$275,000. This came mainly through deferring planned park playground equipment replacement until a future year. As we look at the 2021 budget, and the reduction in revenues we expect, we will be short by at least \$300,000 in being able to fully fund our CIP program. If we were not to fund this \$300,000, Staff would still recommend completing our Pavement Management Plan (Sealcoating and Overlays) along with our Trail Overlay program. What would get pushed again would be playground rehab in our Cortina Woods neighborhood park, which is nearly 30 years old, is failing and does not meet ADA standards. While the Council could decide not to fund this, the impact will be for the City to continue to fall behind on our asset maintenance activities, which over time can have a significant cumulative effect. If the Council were to levy an additional \$300,000 to address this gap in our CIP program, the following would be the activities residents should expect to see in 2021:

2021:

Street Sealcoat/Overlay: \$475,000

Trail Upgrade/Overlay: \$60,000

New Pedestrian Bridge on Main Trail to replace failing culverts: 60,000

*Sports Court Resurfacing at Chaska Town Course: \$30,000

Fire Station Entry Sidewalk Replacement/Address ADA Issues: \$50,000

MSB Annual Door/Hoist/General: \$45,000

*Cortina Woods Park Rehab: \$135,000

*Clover Hockey Rink Rehab: \$70,000

*Lion's Park Shelter: \$75,000 (partner project with the Chaska Lions)

*Indicate projects that the added \$300,000 levy would support

As you can see from the lists above, the CIP program is really getting to properly taking care of the assets we have already invested into. They are all critical to make sure that we don't spend more money in the future replacing things that could have been preserved if properly maintained. Also, maintaining park equipment is critical to user safety.

3. Staffing Study Implementation

As Council is aware, one of the new programs that was added in 2020 was the implementation of filling the identified gap in our Staffing levels over a 4-year period. As a result of our Council/Department Head retreat in 2017, and identifying that there was a feeling that our staffing resource levels were not adequate to sustain our current service levels/expectations going into the future, the City did hire Baker Tilly (the City's municipal advisor) to complete a Staffing Study on our organization. The object of the study was to look at two things:

- Identify any gap we have in our current staffing resource levels
- Identify what we will have to plan for over the next 20 years as we move to full development

The results of this staffing study found that we are currently 15.8 employees short in our entire organization to be able to be staffed properly to provide our current service levels. The study also identified that after this gap is filled, we would need to plan for an additional 57.2 employees over the next 20 years to be staffed at the appropriate levels to continue to provide our current service levels in a sustainable way. While this future number is large, it is important to realize that we will grow by almost 10,000 additional residents as well as businesses over the next 20 years. Also, when you break this down into annual growth, it equates to about 2.86 additional employees each year, which is less than the 3.86 additional employees we have added over the past 20 years.

The greatest and most immediate concern identified from the results of this staffing study is the current gap we have in employees to be able to properly provide the service levels we currently provide to our residents and businesses. While the gap analysis found that our largest gap exists in building maintenance, where we had no employees solely dedicated to this task, there were other gaps identified throughout the organization. Specifically, the analysis found a shortfall in the following areas:

- Administration: 1 dedicated Economic Development Coordinator and 1 additional HR Generalist
- Administrative Services: 1 additional Network/Database Support Person
- Community Development: 1 Additional Planner
- Engineering: Assistant City Engineer
- Public Works: 6 Dedicated Building Maintenance Personnel (1 Foreman, 1 lead and 4 maintenance workers), 1 Storm Water Maintenance Worker, 1 Street Maintenance Worker and 1 Park Maintenance Worker
- Water/Sewer: 2 Additional Water/Sewer Maintenance Workers

As Council may remember, as a part of our budget discussions in 2020, it was decided to start addressing this gap by developing a 4-year plan to both fill these positions and allocate resources towards building maintenance activities. We identified a \$1.5 million gap in being able to meet these staffing needs, plus an additional \$500,000 to help meet our underfunded building maintenance needs. To fill this gap required an increase of \$375,000 to our tax levy each of the next 4-years, with \$125,000 coming from our Enterprise Funds to help support these activities. With approval of this plan in the 2020 budget, we did focus on first filling our building maintenance needs, which included hiring of 3 of the 6 identified Building Maintenance positions, with us then focusing on filling our HR Generalist position. Because of revenue shortfalls identified mid-year, we did have to put a hold on hiring the HR Generalist position but were able to fill our 3 Building Maintenance positions along with putting our first \$125,000 towards building maintenance activities.

If the Council were to move forward with implementation of the 2nd year of this plan, it would require an additional \$375,000 levy to meet our Staffing needs, and would require an additional \$125,000 coming from our Enterprise funds to help support the overall program as our Staffing Study is a new program. With the current economic conditions, the Council will have to decide if the City should move forward with the second year of this program or put a hold on this until we see improvement in our economy.

4. Needs identified in our recent Community Conversations on Policing review

As mentioned previously, one of the emerging issues that has developed this year in Chaska, as well as many communities, is reviewing our community's Policing functions with residents. As Council is aware, the Police Department started in June on this review by holding Community Conversations and is currently continuing this effort by sending survey communication to each of our residents in the community. The goal of this review is to identify any issues or deficiencies in our current policing activities, and to develop a plan for how to address these as we move into the future.

While this review is still occurring, some of the initial trends that we saw with feedback through this process is that our community generally has strong support of our Police Department, but wants to see us improve in areas such as Accountability and Transparency of policies and procedures, building relationships within the community (especially with our growing new populations within the community), being properly trained on crisis intervention and de-escalation strategies, using available tools to proactively identify information essential to properly responding to a call (i.e. Vitals Application) and addressing growing crime trends in our community-such as our growing issues with narcotics use in the community.

To address each of these issues will require investing into areas that we currently do not have resources invested, with immediate recommended strategies Staff has identified including:

- Hiring of additional Patrol Sergeant position. We currently only have 55% of our shifts covered. The Supervisor providing direct-line supervision is critical to providing the necessary support to our Patrol Officers in the field. The addition of this position would allow us to cover 70% of our shifts, which gets us much closer to a desired future outcome of a Sergeant for every shift we cover. Creating this position would create more opportunities to provide training and support to our officers, helping address issues early, help improve customer service objectives, improving accountability for each of our officers (\$50,000 with a July 1st hire)
- Provide 40 hours of Crisis Intervention Training for all sworn officers, reinstitute use of VITALS App and Rejoin the West Metro Drug Task Force to be able to utilize their resources to help address our growing Narcotics issue in the community (\$50,000)

While these do require adding additional resources to our budget, our Decision Resources survey has identified that addressing Public Safety issues in the community is one of the top priorities of our residents.

5. Address General Fund Reserve Balance/Policy

An emerging issue identified this year by our Bonding Rating Agency (S&P Global Ratings) is the need to build up our General Fund, Fund Balances to higher levels. With Chaska having a diversity of revenue sources other than taxes, our rating agencies have not in the past required us to hold as much in General Fund reserves as other cities because we have had other revenue sources (i.e. Electric) that have been able to support our operations and debt issuance. While we continue to have a strong overall financial position, in our rating calls this year (done prior to selling debt) our rating agency did indicate that while they were keeping our rating consistent with what it has been since 2006 (AA), we could be in risk of seeing a downgrade in the future if we didn't develop a policy and strategy to address our General Fund reserve

independently and to raise the levels of our reserves to levels more consistent with what other cities might see.

With a downgrade in rating making debt more expensive to sell, keeping our current rating or increasing it in the future is to our benefit to help make our dollars stretch further in projects that we need to complete. In general, going down one notch in rating could increase the interest costs on financing by an estimated 8 basis points, with it increasing by an estimated 17.5 basis points if we went down by two notches. 2008 was the last time we saw a change in our bond rating, with it going up two notches from an A+ to a AA rating. Our municipal advisor estimated that with the amount of debt we will likely issue over the next 5-years, going down one notch could end up costing us approximately \$850,000 more over the life of the debt, with a two-notch downgrade costing \$1.8 Million more over the life of this debt.

This is clearly an important one for the City of Chaska to be able to demonstrate we are making headway on this over this next budget year. Staff recommends we budget an additional \$300,000 this year to go specifically to budget reserves. Of this, \$100,000 would need to be additional tax levy, with an additional \$200,000 coming from our enterprise funds. This is a practice that we will need to continue over the next several years and will also need to include developing a Fund Balance Policy to address how we deal with either surpluses or shortfalls in annual revenue.

Prioritization in 2021 Budget

As was discussed during the last two budget work sessions, a decision will have to be made about what if any of these emerging issues will be addressed during the 2021 budget process. As mentioned previously, if the Council were to just utilize our existing tax levy policy and do nothing else, we would see a 3.53% increase in our Tax Levy. If we were to do this, we would be able to fund everything we currently have in our General Fund budget with the exception of approximately \$300,000 of our \$1 million CIP program. If we did that, the following would be the impact on a Median Value Home in the community:

Median House Value in 2020: \$281,000

Median House Value in 2021: \$285,000

Actual City Taxes on Example Home:

2020 Taxes on Example Home: \$808

2021 Taxes on Example Home: \$829

\$21 Annual Increase in Taxes (\$1.75 per month)

In our two budget work sessions, the Council first identified how they viewed the prioritization of addressing the identified emerging issues, before discussing which if any they felt were important to address in the 2021 budget. Below is a list of the emerging issues in the priority the Council saw in addressing them this year and what the total tax impact would be if you added it to the base levy shown above (\$1.75 per month impact):

1. Fully funding the Capital Improvement Program (would require additional \$300,000 levy)
 - \$3.83 per month impact for Median Value Home

2. Budgeting to address Budget Reserve Issue (would require additional \$100,000 levy)
 - \$4.58 per month impact for Median Value Home
3. Budgeting to address identified Policing Needs (would require additional \$100,000 levy)
 - \$5.33 per month impact for Median Value Home
4. Budgeting the 2nd year of Staffing Study implementation (would require additional \$375,000 levy)
 - \$8.08 per month impact for Median Value Home

In reviewing the options above, in addition to implementing our base tax levy option (based on our base tax levy policy), the Council expressed that they felt it was very important to address priorities #1 and #2 above. With the CIP program, the Council discussed the importance of keeping up with this program, and how getting behind in improvements to our current assets could end up reducing the life of our assets and costing residents of the City more in the long run. They also addressed the Budget Reserve Issue identifying that as a high priority, as not addressing changes in our policy and reserve levels would also have the impact of costing residents more in the long-run to get needed projects completed if our bond rating were to get downgraded. Given the importance of this to future costs, and properly maintaining our assets, it was strongly felt that these two items need to be addressed.

In addition to this, the Council felt it was important to explore further priority #3, and leave the door open to being able to add all or a portion of this to the 2021 budget as investing in public safety issues has been identified as a high priority by our residents in previous community surveys, and investing in addressing identified deficiencies in our Policing service is important to consider as an outcome of our recent Community Conversations. While the Council identified that this is an item that still needs to be considered, and more informational/educational items on this plan need to be provided to the public to consider this, they did not want to preclude this discussion during the 2021 budget process by setting the preliminary tax levy too low. As mentioned previously, while a City can reduce their tax levy after setting the initial levy in September, it is not allowable to increase it.

Finally, in regards to Priority #4, the Council felt that this particular item is one that needs to be put on hold for at least 2021 because of current economic conditions. While the Council indicated that they remain committed to addressing the identified issues in our Staffing analysis in the future, they felt that this was not the prudent time to do this given the current uncertainties in the economy.

Proposed Maximum Tax Levy for 2021

To address Priorities 1 and 2 listed above, and to be able to continue the discussion on being able to consider Priority #3 in the final budget discussions in December, the maximum tax levy would need to be established at \$11,413,137 at tonight's meeting. This would be the maximum tax levy for not only our General Fund, but also our EDA, Mt. Pleasant Cemetery and our current Tax Abatement Agreements. Again, based on the Median Value Home in Chaska, the following would be the tax impact on this example home:

Impact on the Median Valued Home in Chaska:

- Median Value of Home in 2020: \$281,000
- Median Value Home in 2021: \$285,000

Actual Annual Taxes Paid on Example Home

- 2020 Median Value Home City taxes: \$808
- 2021 Median Value Home City taxes: \$872
- \$64 annual increase (\$5.33 per month)

Comparison to Other Communities

If the all-in tax levy were to increase based on the above assumptions (base levy, plus addressing priorities #1 #2 and #3), it is important to point out that Chaska will remain very competitive as it relates to our City taxes compared to the other municipalities in the Twin Cities. The Chart below shows that if we assume the proposed increase in our General Fund, and at the same time assuming that each of the other cities see no increase in taxes, we will be the 79th lowest out of 86 Metro Area Cities. We would be in the ten lowest tax levies per capita in the Twin Cities, a ranking we have had for several years.

Ranking	City	Taxes	Population	Tax Levy Per Capita
1	Golden Valley	\$25,073,034.00	22,715	\$1,103.81
2	Wayzata	\$5,021,890.00	4,672	\$1,074.89
3	Oak Park Heights	\$5,263,194.00	4,897	\$1,074.78
4	Hopkins	\$17,529,684.00	19,555	\$896.43
5	St. Anthony Village	\$7,424,394.00	8,335	\$890.75
6	Mendota Heights	\$10,048,724.00	11,747	\$855.43
7	Minneapolis	\$372,009,000.00	435,855	\$853.52
8	Dayton	\$5,260,308.00	6,302	\$834.70
9	Columbus	\$3,326,286.00	4,067	\$817.87
10	West St. Paul	\$16,801,114.00	21,205	\$792.32

74	Chanhassen	\$11,741,368.00	26,278	\$446.81
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77	Mounds View	\$5,678,877.00	13,513	\$420.25
78	Arden Hills	\$4,135,340.00	10,008	\$413.20
79	Chaska	\$11,412,137.00	27,692	\$412.11
80	St. Paul Park	\$2,290,346.00	5,611	\$408.19
81	Falcon Heights	\$2,137,524.00	5,446	\$392.49
82	Anoka	\$7,303,005.00	18,728	\$389.95
83	Vadnais Heights	\$4,894,180.00	13,338	\$366.94
84	North Oaks	\$1,860,000.00	5,320	\$349.62
85	Lauderdale	\$845,614.00	2,442	\$346.28
86	White Bear Lake	\$6,908,000.00	25,752	\$268.25

Chaska would also remain the lowest tax levy per capita in Carver County.

Recommendation

Staff will be presenting the General Fund budget and going through each of the priorities being considered at the Council at the meeting on Monday night. At this meeting, it will be recommended that the Council act to establish a total preliminary operating tax levy for 2021 of \$10,971,784 for the General Fund and other general governmental funds of the City supported by a tax levy. At the same time, we will also consider establishing a preliminary tax levy of \$269,755 to support our City's Tax Abatement Projects, which will have no impact on what taxpayers would pay in 2021. The City will also be confirming the proposed \$171,598 levy for the Chaska EDA. All together these levies total \$11,413,137 as a maximum preliminary tax levy and were incorporated in the impact analysis that we share above, which would indicate an average impact of \$5.33 per month, or \$64 annual for the Median Valued Home in the community.

It should be noted that as part of the Statutory process, the Council will have the ability to reduce the actual levy from the maximum set at this meeting but cannot increase the levy after this is set. The final budget and tax levy would be approved in December, with the public hearing for the budget on December 7th, and the final consideration for approval on December 21st. It should be noted that Staff will be getting out educational materials to the public on these priority options being considered in this year's budget process over the next several weeks so that the public has information to explain what is being considered in greater detail.

Staff recommends approval of the proposed resolution setting these maximum tax levies.

CITY COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2020-80 adopting the proposed assessed 2020 payable 2021 maximum property tax levy.

**CITY OF CHASKA
CARVER COUNTY, MINNESOTA**

RESOLUTION

DATE 09/21/2020 **RESOLUTION NO.** 2020-80

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

**RESOLUTION ESTABLISHING A PROPOSED 2021 BUDGET AND A PROPOSED 2021
MAXIMUM PROPERTY TAX LEVY**

WHEREAS, the City Administrator has presented the proposed 2021-2025 Financial Forecast; and,

WHEREAS, the City Administrator's proposed financial forecast also recommends an annual City tax levy; and,

WHEREAS, the City must certify to the County Auditor on or before September 30, 2020 a proposed 2021 Budget and a maximum not to exceed property tax levy for taxes payable 2021; and,

WHEREAS, the City must establish a public hearing on the 2021 Budget and must also establish a date to continue the public hearing if needed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Chaska, Minnesota, that consistent with the Administrator's proposed financial forecast that the following proposed 2021 Budget and maximum not to exceed 2021 property tax levies, be adopted.

Proposed Maximum Levy:

City Levy		\$10,971,784
City Abatement Levy	<u>269,755</u>	
Total All City Levies		\$11,241,539
HRA Levy	<u>171,598</u>	
Total All Levies		<u>\$11,413,137</u>

<u>Proposed Levy-Supported Budget</u>	<u>\$24,971,266</u>
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AND BE IT FURTHER RESOLVED, to call for a Public Hearing on the 2021 Budget on Monday, December 7, 2020, at 7:00 p.m. at Chaska City Hall, with Monday, December 21, 2020, at 7:00 p.m. at Chaska City Hall established as the continuation date, if needed, for the Public Hearing.

Passed and adopted by the City Council of the City of Chaska, Minnesota, this 21st day of September 2020.

Mark Windschitl, Mayor

Attest: _____
Chaska Deputy Clerk

REQUEST FOR ACTION CHASKA CITY COUNCIL 09/21/2020

Subject: Chaska Par 30/Learning Links of Chaska Project-Consider Approval of Bids and Final Project Agreements

Prepared By: Matt Podhradsky

As the Council is aware, for several months the City has been working with the group Learning Links of Chaska on a redevelopment plan for the Chaska Par 30 Golf Course. The goal for the redeveloped course is to be inclusive not just for traditional golfers, but one that breaks down both physical and economic barriers that often keep people from taking up golf as a sport. Specifically, the course is being designed to be adaptive to those who might have physical barriers that do not allow them to golf, and to keep it at a price point that is accessible to all.

For the City, the timing of this partnership has been very good as the Par 30 is now 50 years old. The course still has much of the original infrastructure from when it opened and has not generated enough revenue to support capital improvements needed to keep it functional. One major needed improvement is the irrigation system, which by itself would cost around \$400,000 to replace. This has become an immediate issue at the Par 30 this summer, as the pump for our existing irrigation system did fail, and we are finishing the season having to water the course and greens by hand.

At the same time our course does not drain well, making play difficult and infrastructure like our wellhouse is failing which would cost around \$200,000 to rehab. Finally, we have not controlled our own parking on site, which has left us paying \$14,000 a year to rent spaces at the Goodman Group Hazeltine Gates Office Building. If we were to move forward with some reinvestment back into the course, we would likely want to build/control our own parking facility, which would be about \$300,000 (\$10,000 per stall for 30 stalls). Without having a financial partner at the table, and also a larger vision that helps attract additional people to the course, making the decision to keep it open going into the future may not be straight forward as it could be a large investment with not much return through additional golfers to the course. Along with the engineering/design/soft costs of around \$300,000 for such a project the estimated total cost for the improvements outlined here would be around \$1,200,000 (parking, irrigation, well-house rehab and soft costs).

Previous Council Actions Taken

As the Council may remember, back in September of last year, the Council did enter into a Letter of Intent with the Learning Links of Chaska to seek to partner and build a "barrier-free" golf course facility. The objectives jointly developed for this project include:

- Make the necessary improvements into the Par 30 to allow it to continue functioning as a community-owned golf course facility into the future

- Design the course to be Barrier-free, not allowing physical or economic barriers to impede people from utilizing this asset
- Design the course to have a positive environmental impact
- Design the course to be economically sustainable, both from a maintenance perspective and by diversifying the potential revenue streams coming into the course
- Design the course to be fun and versatile

At the March 2, 2020 meeting, the City Council did move forward to accept the concept plan for the proposed project, along with establishing a new budget for the project being \$1,850,000. The Council did also authorize our Engineers at Stantec to move forward with developing the construction documents for the project, and to seek necessary permitting to allow the project to move forward on the site. At the same time, Staff was going to move forward to complete an agreement with the Goodman Group to get parking for the project at no cost in exchange for an agreement to accept drainage from their site for a future proposed construction project. We also discussed working with the townhome development to the east to pick up a remnant parcel adjacent to the Par 30 to be utilized in this new course design. Learning Links of Chaska would also move forward to complete fundraising for the first phase of this project (Golf course minus a clubhouse).

Since that time, many of the items above have been completed, including:

- Final project design was completed with estimates coming in at \$1.85 million
- Construction Documents for the project were completed and ready to go to bid
- Stormwater permitting has been completed on the project with permits having been received from Army Corps of Engineers and Carver County
- Agreement with Goodman Group for parking is nearly complete
- Agreement with Highland Management (townhomes to the east) for remnant parcel is nearly complete
- Learning Links has been able to achieve \$775,000 in commitments through fundraising both through cash and in-kind supply donations (our hope was that they would be able to hit \$850,000, but given the COVID issues, they were not able to be successful in getting over the \$775,000)

With these items complete, or nearly complete, the City Council did move forward with releasing the construction documents for bid, with contractor bids being due on August 11th. City Staff also continued to work to get all necessary agreements developed to be able to allow this project to move forward should we feel comfortable with the bids.

The purpose of the meeting tonight is both to review the bids, with a proposed Change Order that Staff is recommending, and to consider approving final agreements with all pertinent partners on this project (City, Learning Links, Goodman Group and Highland Management). We also need to approve a Reimbursement Resolution that will allow us to start moving forward with costs in this project while we put financing in place to fund these improvements. Should the Council decide to move forward with approving these at tonight's meeting, it can be expected that work would likely start by the end of September, with the bulk of the work occurring during the summer of 2021.

Construction Bid Results

As I shared earlier, the City of Chaska did receive bids on this project in mid-August. We had 4 companies bid for this project, with the results of the bids as follows:

- Mid-America Golf and Landscape: \$1,993,902.75
- S.M. Hentges and Sons: \$2,120,338
- Wadsworth Golf Construction: \$2,220,439.55
- Kevitt Excavating: \$2,259,827.90

As you can see from the results above, Mid-America Golf and Landscape did come in with the lowest bid on the project at \$1,993,902.75. Mid-America is a very reputable contractor who has worked on many golf courses nation-wide. We are confident they have the skillset to be able to do a good job on this project.

While the bid from Mid-America did come in close to the \$1,850,000 estimate that we had received on this project back in March, there are other costs not included in this contract that would also have to be included to complete this project, including:

- Irrigation Materials (City purchasing at discount): \$185,759.82
- Storm Sewer Materials (City purchasing at discount): \$14,212.00
- Wetland Seeding: \$35,780.90
- Course Seeding (Material Only): \$10,000
- Golf Course Architect Design Services: \$40,000
- Golf Course Engineering/Design: \$325,000
- Architect Construction Services: \$85,000
- Engineering Construction Services: \$50,000
 - Total Additional Services: \$745,752.72

Adding these necessary costs to the project to the low bid received from Mid-America Golf would bring the total costs of the project up to \$2,740,655.47, or \$889,655.47 over the budgeted amount.

As the bids came in significantly higher than we were expecting Staff, in conjunction with our Engineers, Architect and the low bidder have been working to see how the project can be value engineered to be able to bring it back to a financial level that is more feasible to consider moving forward with the project. The objective of this value-engineering was to reduce the overall costs of the project, but to do so in a way that would not compromise the design of the facility or compromise the objectives of the course. I feel confident, as does the Learning Links Board, that the value engineering completed on the course meet both objectives and that implementing the proposed changes would not devalue the project in any way.

The following was the result of changes both made to methodology of construction as well as our Public Works and Golf Crews identifying work that the City can self-perform to get the costs down:

- Reductions in services provided in contract: \$254,062.75 (change orders to base bid)

- Future Credit received for Wetland Seeding (restoration): \$35,780.22
- Added costs of materials for City to Self-Perform Work: \$46,668
- Learning Links Increased Contribution towards Architect: \$25,000
 - Net reduction in project costs: \$268,174.97

Based on this reduction, this would bring the total project costs down to \$2,447,060.72, which would be approximately \$597,000 over our original estimate.

While the project would be \$597,000 over what we had originally planned, Staff does feel that we should move forward with this project for several reasons.

First, I think it is important to consider what options we have with the Par 30 now, especially since our irrigation system has failed. The following are the three options the City has identified:

1. Close the Par 30 and look to sell it as an asset
2. Do the minimal amount of work (i.e. just replace irrigation and parking) and operate as we did before
3. Move forward with the Learning Links proposal

While Option #1 is always an option, and would have us expending no dollars to address the course issues, it has seemed that this was not a desirable outcome for the Par 30 as this is an asset the Council has shown a desire to retain. At the same time, there would be very little value, if any, for the City of to sell this parcel if we were to close the Par 30. The soils on which the Par 30 is built are not suitable for development and would have to be mitigated/replaced to allow development to occur. Through the planning of these course improvement, several soil borings were completed on the course, making it clear that the poor soils are very deep. This would make the soils remediation/correction likely cost prohibitive for a developer.

If we were to close this facility, it would likely need to stay within City ownership, adding either to the expense of maintaining it as a park over time, or to converting it to a wetlands area, which would have a significant cost to complete. For these reasons simply closing the facility, while it would save on initial capital reinvestment, would have complexities that would likely cause expenditures in the future to maintain or reuse this property for some other use. This has not made this option a very desirable option to consider.

Option #2 would provide for the City a cheaper option to consider but would do nothing to change the course in any way that would help drive more usership to this facility. It would also do nothing to improve the other issues on the course, such as drainage, failing bunkers and poor turf conditions. The cost of doing this would also not be that much cheaper than our option of moving forward on the Learning Links project, as we would not have a partnership to share in the costs of these improvements. As mentioned previously, there are significant costs associated with just addressing the basic necessities of the course to continue functioning as a viable facility. Below is a summary of the costs that we would need to consider as part of this option:

- Replacement of Irrigation System: \$400,000
- Rehabilitation of Irrigation Well: \$200,000
- Development/Construction of Parking for 30 stalls: \$300,000

- Goodman Group will only agree to waive the fee on our leased spaces if it is part of the overall Learning Links project-they are a contributor to that project
- Design/Engineering Services: \$300,000
 - These are both for services that have already been rendered, but also for some additional work we would need to design the parking and the well rehab
 - Approximate Total for Option #2: \$1,200,000

Under the Learning Links project, with the Learning Links partnering by contributing \$775,000 towards the project, the City's share in this project would be \$1,585,763, which is only \$472,061 over what the City's share of Option #2 would be. If you build that increased cost into our financing on the project (20 years at ~2%), this adds approximately \$28,000 per year to the debt service costs on this project. With such a small incremental difference for City costs on this option compared to the full project, and with Option #2 adding no value to this course other than just rehabbing existing infrastructure, it brings into question whether this is a wise investment.

Option #3 not only provides an opportunity to take care of the immediate needs that we have on the course (irrigation, well house and parking), it also allows us to create a course that will open up significantly more opportunities for programming on this course (and hence additional revenue opportunities), but it will also create an asset that will be unique to the golfing world providing a opportunity to open golfing up to a wider variety of golfers through its accessible design. The incremental additional City cost to implement the Learning Links project over just completing Option #2 is not great enough from Staff's perspective to feel that Option #2 is the best option. If we do nothing but replace the irrigation and parking on this facility and the golf stays the same, we can expect the same results as we have had in the past, which has been difficult to sustain even from an operational perspective.

For the reasons listed above, Staff recommends that the best course of action in this project is to move forward with Option #3 (Learning Links Project), as it offers the best opportunity to maximize the use of this course, and does not have enough of an incremental City cost difference to make the project infeasible.

Financing for Project

If the Council should decide to move forward with the Learning Links project, we would be recommending to financing this over a 20-year period. We would be working with our Financial Advisors to structure the financing for this project but would likely do it through a private placement process as it would be a relatively small financing package.

Given the amount that would need to be financed, and assuming a 20-year term, we would expect the debt service payments to be approximately \$107,000 per year. We would see these dollars getting funded first through the operational revenue generated off the Par 30 facility, with any additional amount coming from the Electric Fund. With the increased programming opportunities on the course to help drive additional golfers, along with the expectation that we can grow the number of golfers that utilize this course, we do think there is some operational contribution that the Par 30 can make to debt service unlike our current situation where we are simply only able to cover our operational costs of the facility with no dollars generated to help support improvements into the course.

It should be noted that as part of the action at tonight's meeting, we will need to pass a Reimbursement Resolution (this is located on the Consent Agenda). What this will allow us to do is to fund construction related expenses internally until we get financing put in place, with us then being able to reimburse these initial expenses once our financing proceeds. This is an IRS requirement.

Approval of Change Orders

As mentioned previously, the original base bid for this project came in significantly over budget. Based on value engineering this project, we were able to reduce close to \$270,000 in costs. From a legal perspective, because this project went out for bid, we are not allowed to initially change the base bid of the lowest bidder. We either need to accept the bid as received or reject all bids.

What we can do is to approve the base bid (\$1,993,902.75) first, and then negotiate with the contractor a change order to reduce the scope of the services being provided in the contract. As I mentioned previously, of the total \$270,000 in reductions for in project costs (or increased revenues), \$254,062.75 was identified in Mid-America's bid that can be eliminated as a part of this project. This would legally need to occur through a change order process.

As part of tonight's actions, the Council would first be considering the approval of the base contract price with Mid-America, and then immediately following that Council would consider approving the first Change Order to reduce the scope of the contracted service being provided. You will see in the final action that we need to take up each separately, with the City first approving the base contract bid for the project and then approving the first Change Order.

Agreement with Learning Links, LLC

To formalize our relationship with Learning Links, as part of our action tonight we will need to approve an agreement with them that both provides the City with the schedule of donations we will be receiving from them to support the project, and the obligations we would have as a City in accepting these donations. The following are the general terms and conditions of this agreement:

- Learning Links agrees to provide \$775,000 in donations to the City to support the project. \$750,000 will go towards construction and \$25,000 will go towards supporting the costs of the Golf Course Architect. The donations will be provided upon an agreed upon schedule (attachment to the agreement) with no more than \$250,000 coming from in-kind donations (final in-kind contribution amount is \$102,197)
- To support the financial contributions Learning Links is able to receive, the City will allow Learning Links to sell sponsorships for naming rights for features on the Course such as holes, the creek, the Himalayas Putting Green and the Club House. These sponsorships shall be for 25 years with signage limited to 2 square feet
- Golf Course shall be renamed "The Loop at Chaska" to fit with architect's design of the course
- City agrees to allow Learning Links to erect a "donor wall" as part of the project to recognize all who made financial commitments
- The City agrees to design and build a course that promotes "Barrier Free Golf" that both focuses on the design to be accessible and making it financially accessible to all players

- In exchange for the monetary donations, the City agrees to provide Learning Links with 6,000 rounds of golf per year that will be priced at 75% of the normal golf rate of the course. Of the 6,000 rounds, 2,000 will be provided at no cost to Learning Links
- City is responsible for providing parking for the project and for receiving the donation of a small parcel of land from Highland Management to hold a portion of the Himalayas Putting green
- City and Learning Links will create an advisory board made up of 3 members of the City along with 2 members of Learning Links to be able to provide input in the construction process and with programming to make sure the course holds true to its vision/mission

Staff is recommending as part of the action tonight that Council authorize the City Administrator to enter into the final agreement with Learning Links, as there are some minor details we are still working out in the drafting of this agreement. This language will not change the conditions of this agreement. From a logistics standpoint, this agreement will be finally executed prior to the Construction Contract and Change Orders being signed to make sure that Learning Links is legally committed to this project prior to moving forward.

Agreement with Goodman Group (Parking and Drainage)

As the Council is aware, the City of Chaska currently leases our 30 parking stalls to support the operations of the Chaska Par 30. The cost of this lease is \$14,000 per year. As part of moving forward with the Learning Links Project the City was desirous of not only creating more certainty for this parking into the future, but to also eliminate the cost of leasing these on an annual basis. Over time, without removing this expense, it would be cheaper for the City to look at constructing our own parking facilities than to continue forward with leasing these spaces.

At the same time, the Goodman Group has the desire to utilize the drainage pond on our Par 30 Golf Course to help support the development of their vacant lot to the north and west of their existing building. This parcel was proposed and approved by the City Council in the past to allow for a multi-level high end senior living complex, which would be owned and operated by the Goodman Group. In 2012 when that project was being proposed, the Goodman Group did pay for the expansion of the pond to allow for use by their project, as well as for the pipe in which they would hook up to convey their surface water to the pond. The use of the Par 30 pond greatly expanded what they can fit on their site, as they do not need to create on-site ponding area that would utilize a lot of land in their project area. While the pond was expanded to allow this, no agreement was ever executed giving the Goodman Group the legal rights to use this pond into the future.

With the City desirous of being able to have long-term access to the Goodman Group parking while eliminating this parking rental cost, and the Goodman Group is desirous of being able to utilize our pond in the future for their project, this gave both groups the ability to come together to develop an agreement that is beneficial to both parties.

You will see attached to this Staff report both an amendment to the current parking lease, along with a drainage agreement/easement. The main terms and conditions of both are as follows:

- Lease will include 30 parking spaces adjacent to the Par 30

- Term of lease will start this year and run for 6.5 years. After that, there is the option for 9 renewals at 5 years a piece (total of just over 50 years)
- As long as the Par 30 runs as a "Barrier Free" Golf Course, Goodman Group will abate the total rent due each year
- City of Chaska would be responsible for its pro rata share of CAM, which would be repaving or restriping the parking lot when it is needed
- City agrees to install signs at each of the parking stalls designating it as Par 30 parking and giving credit to the Goodman Group for donation
- Goodman Group would be able to advertise for Johnny's deli (located in their building) in Par 30 Clubhouse
- Goodman Group is a donor to the Learning Links so will also get a sponsor sign on the course
- City shall provide Goodman Group with 1 free group golfing events each year, with 25 free passes to be used by their tenants
- Goodman Group has the right to cancel this agreement after 25 years but would need to provide the City with a \$30,000 payment
- City agrees to enter into drainage easement agreement with Goodman Group to allow for the use of our ponding area on the Golf Course should they develop on their vacant parcel. The drainage agreement would allow Goodman Group to be able to meet all current Carver County WMO standards for development of the approved project on their site

It should be noted that while the parking agreement can be cancelled after 25 years, the reality is that this would only occur if there was a project occurring on the site that needed to deal with parking, which would likely be able to be resolved in the development process. Also, we have had Stantec look at "worst case scenario" if we would be able to replace this parking if lost. They have determined that if we needed to, we could replace lost parking with on-street angled parking giving us control of our destiny, as this is a City street. This means that we do have options in the future if need be and are able to eliminate this cost to our course for at least 25 years.

Lake Hazeltine Townhome (Highland Management) Land Donation

One final item to mention in these actions is the small triangle parcel we will be having donated to us from Highland Management Company. It should be noted that while there is agreement from Highland Management that they will be donating this parcel to the City at no cost, they are not able to get this accomplished prior to the execution of the construction contract. The reason for this is that their owner recently passed away and transfer of signatory authority for the Management company is going through the probate process at this time. They expect this to take between 2-4 weeks to complete.

While we do not anticipate an issue with this property being donated, we do want to make sure that we have a contingency plan in case the parcel cannot be donated, since it contains a small portion of the Himalayas Putting Green. The Himalayas Putting green currently has a specific sponsor providing funding to Learning Links to have built (the City will be a party to this donation agreement). We want to make sure that if the green needs to be slightly shifted or decreased in size to make it fit, that we would not lose this monetary donation. We have come to an agreement with the donor and Learning Links that their donation would remain in place if this happened and would only decrease in proportion to the amount of green lost, if any. If this

were to occur, we would get a credit from the contractor because there would be less to build, thus allowing us to absorb any reduction in donation. This language is included in the agreement with Learning Links.

While this is an unlikely scenario, we did want to come to agreement on how to handle this now, as we really need to have the contractor start on this project this fall and it is likely construction will start prior to us have this issue fully resolved with Highland Management.

Recommendation

Staff is recommending that we move forward with awarding this project as we do now feel that we have the costs as low as we will be able to get them without compromising the vision for this course. We also believe that while the cost is higher than our original budget, the additional cost of moving forward with the Learning Links Plan compared to just replacing the irrigation, parking and well house is not enough of a savings to make that a better option. The incremental cost difference is not very large compared to the quality and value of the course we will receive going forward with the Learning Links project. Unless the Council felt we should move away from having the Par 30 as an asset of the City, the best value and investment Staff feels the City could make is going forward with the Learning Links Plan.

To move forward with authorizing this project, the Council would need to approve the following items:

- Accept Base Bid from Mid America Golf for completion of the project
- Accept the negotiated Change Order developed to reduce the overall costs of the project
- Approve the Partnership Agreement between Learning Links and the City of Chaska
- Approve the Parking Lease Amendment for the Goodman Group Property
- Approve the Drainage Agreement/Easement between the Goodman Group and the City
- Approve the Reimbursement Resolution to allow the project to proceed forward and be reimbursed by financing at a later date (this item is listed separately on Consent Agenda)

It should be noted that there are still some minor details to work out in some of the agreements before they can be signed, so Staff would be asking the Council to authorize the City Administrator to execute all of these documents once they are complete provided they do not vary significantly from what is being presented tonight. By doing this, it will allow us to continue to move this project forward and get work started as soon as possible this fall to keep the project on schedule. If anything substantial were to change, it would be brought back to the Council for consideration. We do not expect this to occur.

Please find attached to this Staff report all pertinent documents and agreements.

CITY COUNCIL ACTION REQUESTED

Motion to approve the following items and to authorize the City Administrator to execute these documents on behalf of the City:

- Construction Contract with Mid America Golf accepting their base bid
- Change Order #1 with Mid America Golf reducing construction scope of project
- Partnership agreement between Learning Links and the City of Chaska

- Amendment to Parking Lease Agreement between City of Chaska and Goodman Group
- Approval of Drainage Easement Agreement between Goodman Group and the City

CITY OF CHASKA
CONSTRUCTION PARTICIPATION AND PHILANTHROPIC AGREEMENT
Cooperative Agreement for the Design, Construction and Operation of the Chaska Par 30

THIS CONSTRUCTION PARTICIPATION AND PHILANTHROPIC AGREEMENT (the “Agreement”) is entered into effective the _____ day of September, 2020, the date on which the City executed the contract(s) for the construction of the Project, by and between the City of Chaska (the “City”) and Learning Links of Chaska, Inc., a Minnesota non-profit corporation (“LL”).

ARTICLE ONE
RECITALS

1. The following Recitals contain capitalized terms which, if not defined in such Recital, are defined elsewhere in this Agreement and are hereby made an integral part of this Agreement:
 - 1.1 Intent. The City and LL desire to set out the Undertakings and obligations of each from this point forward with respect to the matters described in this Agreement relating to improvements of Chaska Par 30 (“Par 30”) as described in Section 1.3.1 and to define the cooperation between the City and LL in relation to the Design and Construction of the Project and the operation of the Par 30.
 - 1.2 LL is a non-profit corporation which has been established for the purpose of facilitating barrier-free golf in Chaska, Minnesota.
 - 1.3 Actions. At the request of LL and subject to the agreements and undertakings described in this Agreement, the City and LL desire to move forward and attempt to reach agreement on some or all of the following identified matters (collectively, the “Undertakings”):
 - 1.3.1 Design of various improvements for the Chaska Par 30 Golf Course located at the intersection of Hazeltine Drive and Hundertmark Road (“Golf Course Design”) attached hereto as Exhibit C. The City will present copies of design documents to LL for review and comment, but the final design is the City’s decision.
 - 1.3.2 Construction of the Golf Course Design (“Construction”).
 - 1.3.3 Collectively, the Golf Course Design and Construction are the “Project”. The Project will be constructed in the general manner depicted on Exhibit A.

- 1.3.4 All other matters ancillary or otherwise reasonably necessary to carry out the intent of the Agreement and the Project, including barrier-free programming of the Par 30 (the “Ancillary Matters”).
- 1.4 City Costs. LL and the City acknowledge that the City has incurred, and will continue to incur, out-of-pocket costs in connection with the Undertakings, including, without limitation, costs for third party (not City employees) legal, engineering, planning, financial, and other services provided by the City’s contracted consultants and contractors (collectively, the “City Costs”).
- 1.5 LL Contribution. LL will contribute, in the manner set forth herein, Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$775,000.00) to be used by the City to defer costs of the Project (the “Financial Obligation”) in accordance with the Schedule attached hereto as Exhibit B. LL may, but is not required, to conduct additional fundraising to support barrier-free programming at the Par 30.

ARTICLE TWO AGREEMENT

2. In consideration of the City’s involvement of time and expense in addressing issues relating to such Undertakings, LL and the City hereby agree as follows:
- 2.1 By the City. Subject to performance by LL of its Financial Obligation hereunder, the City agrees to proceed with the Project, subject to the City being able to: (i) enter into an acceptable contract for construction of the Project; (ii) enter into an acceptable agreements with adjoining property owners; and (iii) acts of God and force majeure.
- 2.2 By LL. LL, for itself and its successor or assigns, agrees to allow the City to move forward with the Undertakings as determined to be appropriate by the City consistent with all of the City’s Code and procedures and other state and local laws, rules, regulations and procedures with respect to the Undertakings and to promptly and completely respond to all reasonable requests of the City with respect to such matters.
- 2.3 Reimbursement. LL shall deliver to the City the sum of Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$775,000.00) in financial commitments towards the Project in form and content acceptable to the City, which shall be used by the City towards expenses incurred for the Project (“Financial Obligation”). LL shall not be responsible for any additional costs above Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$775,000.00) for the Project.

LL must, on or before the signing of this agreement, provide, in form and context and substantive acceptable to the City, in the City’s sole discretion, pledge agreements

demonstrating that LL has secured commitments for its Financial Obligation. The pledge agreements may include in-kind contributions with a value not in excess of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) and cash pledge agreements must be at least Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00).

2.4 Financial Obligation Schedule. LL shall secure contributions from donors which fund its Financial Obligation on or before the following:

2.4.1 Two Hundred Twenty-Six Thousand and 00/100 Dollars (\$226,000.00) by signing of this agreement of which at least One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) must be in cash, the balance may be in kind contribution acceptable to the City. Reference Exhibit C – list of acceptable donations.

2.4.2 The balance of Five Hundred Forty-Nine Thousand and 00/100 Dollars (\$549,000.00) shall be paid in conformance with the schedule attached hereto as Exhibit C. No prepayment penalty with evenly spread payments.

2.5 Sponsorships. The City shall allow LL to sell sponsorships at locations and in a manner agreed upon between the City and LL at the Par 30 to facilitate LL reaching its Financial Obligation towards the Project. Such sponsorships are subject to the following limitations:

2.5.1 No more than three (3) sponsorships per individual golf hole.

2.5.2 Sponsorships are for a term of twenty-five (25) years. This term begins on the date that the renovated Par 30 officially re-opens.

2.5.3 Sponsorships, by an individual or group, shall be memorialized on a sign of no more than two (2) square feet in area, which shall be prepared at the sole expense of LL and shall be subject to the approval by the City of design and location. All signs shall be located adjacent to the tee box for a particular hole.

2.5.4 One (1) sponsor for the creek running through the Par 30 with naming rights, subject to any required approval by the State of Minnesota.

2.5.5 Clubhouse. If the City, in its sole discretion, elects to build a new clubhouse, the City and LL will, in good faith, negotiate naming and sponsorship of such clubhouse. Parties agree to begin design process, cost share and fundraising immediately following execution of this agreement, subject to the City's right not to proceed.

2.5.6 One (1) sponsor for the Himalayas putting course with naming rights.

2.5.7 City agrees to review and comply with the terms of the gift agreements that Learning Links has negotiated on behalf of the project. Should the City not honor the requirements and expectations set forth in this Agreement, the City shall be liable for refunding donor gifts and hold Learning Links harmless as provided in Section 3.6.

2.5.8 In addition to individual sponsorship signs, Learning Links will be permitted to incorporate a general “donor wall” recognizing all significant donors to the Project at a location and size determined by City. This signage will be paid for at Learning Links’ expense and carried out with the approval of the City in terms of design and location.

2.6 Naming Rights. The City retains the overall naming rights for the City’s Par 30 Golf Course which the City has determined will be called: “The Loop at Chaska.”

2.7 Barrier-Free Golf. The City intends and LL encourages that the improvements to the Par 30 enhance the use of the Golf Course for inclusive and barrier-free participation and use which LL has reviewed and approved; it being one of the primary intentions of the Project to create an opportunity for playing barrier-free golf. The parties acknowledge that there are practical site and economic considerations which the City may have to consider in the design and construction of the Project and that the ultimate decision on design and implementation of the design for the Project are the City’s.

2.8 Reduced Rates for Inclusive and Barrier-Free Golf. Provided LL meets the Contribution Schedule set forth in Section 2.4 and fully funds the Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$775,000.00) contribution towards the Project on or before August 1, 2023, the City commits that at least six thousand (6,000) rounds per year at the Golf Course will be allocated to individuals at reduced rates for inclusive, barrier-free golf until the earlier of: (i) twenty-five (25) years after LL meets its Financial Obligation; or (ii) 25 years after opening.

2.8.1 The City, in its sole discretion, shall determine the rates for playing the Par 30, but, for the six thousand (6,000) annual rounds allocated for inclusive and disabled golfers, the rate for such golfers shall not exceed seventy-five percent (75%) of the standard rate. The City reserves the right to vary the standard rate and the corresponding rate for inclusive/barrier-free golfers based upon the day of the week and time of the day.

2.8.2 Of the six thousand (6,000) annual rounds allocated for inclusive/barrier-free golfers, two thousand (2,000) of such rounds will be available at no cost in each calendar year.

2.8.3 The City, in its sole discretion, shall determine the eligibility criteria for inclusive and barrier-free golf participant eligibility and subsidies. The programming for the Par 30 shall be administered by the City’s Golf Department, or such other

department designated by the City Administrator, and such department will establish criteria and credentialing for discounted and free rates at the Par 30. The City will consult with LL pursuant to Section 2.13 as to inclusive and barrier-free programming and subsidies. Employees at the Par 30 shall have no discretion or ability to grant free or reduced rates to customers claiming entitlement to such benefits without a voucher, certificate or some other verification of eligibility generated by the City's Golf Department.

2.8.4 The Golf Department shall, on a monthly basis on or before the 20th day of the month, during each golf season, prepare a report which, for the prior month, shows: (i) total rounds at the Par 30; (ii) total full price rounds at the Par 30; (iii) total reduced price rounds at the Par 30 for inclusive and barrier-free golfers; (iv) total free rounds at the Par 30 for inclusive and barrier-free golfers; and (v) a summary of all other rounds which do not fall into (ii), (iii) and (iv). The report shall be provided to LL. The report shall be in summary form and shall not identify by name any regular price, discounted, inclusive or barrier-free golfer, and age of golfer.

- 2.9 Contractors. The City retains sole and absolute control over who is retained as design professionals, engineers and contractors for the Project.
- 2.10 Himalayas Putting Course. Per the fundraising agreement referenced in Exhibit D, but subject to Section 2.12, the City will construct an approximately 24,225 square-foot putting course commonly known as "Himalayas" in the location shown on Exhibit A in the general size and layout as depicted on Exhibit E. Upon completion of the Construction, and provided LL meets its Financial Obligations herein, the City agrees that the size of the Himalayas Putting Course shall not be reduced and the Himalayas Putting Course shall be free of charge and remain in-place for at least 25 years after the official opening of the renovated Par 30.
- 2.11 Parking. The City is responsible, at the City's sole cost and expense, for negotiating an agreement and making the requisite payments for the use of thirty (30) parking spaces in the adjacent office building parking lot owned by Hazeltine Gates, LLC, on such terms and conditions as the City, in its sole discretion, deems appropriate.
- 2.12 Highland Management. The City is responsible, in its sole discretion, for negotiating the terms and conditions of the conveyance of a portion of Lot 1, Block 1, Hazeltine Shores to the City of Chaska from Arrow Hazeltine Shores, LLC for the purpose of facilitating construction of the Project. If the City is unable to secure the conveyance of such parcel on terms and conditions acceptable to the City, the City, in its sole discretion, may either: (i) terminate this agreement; or (ii) notwithstanding any contrary terms in this Agreement, including, but not limited to Section 2.10, reduce in size the Himalayas Putting Course to a size which will fit on the existing Par 30 without the Highland Management land.

- 2.13 Input and Process. LL may designate up to two (2) individuals to serve on a committee with three representatives of the City. The committee shall meet at least quarterly, provide comment and input to the City Council in relation to the design and construction of the Project and the operation of the Par 30 by the City Council. Final authority for all decisions relating to the design and construction of the Project and operation of the Par 30 rests with the City.

ARTICLE THREE DEFAULT AND TERMINATION

3. The following terms set forth the parties' default and termination rights.

- 3.1 Damage/Destruction. If the Par 30 is damaged to the extent that it is not cost effective, as determined by the City, to rebuild the Par 30, including but not limited to, lack of adequate insurance to rebuild, the City may elect not to rebuild the Par 30 and terminate this Agreement. If the City elects not to rebuild, the donors shall be entitled to a refund of their cash contribution to the Project calculated as follows:

Cash value of contribution multiplied by: one (1) minus
a fraction the numerator of which is the number of
years since the Par 30 was re-opened and the
denominator is twenty-five (25).

- 3.2 Remedies on Default. Failure by either party to comply with a material provision of this Agreement shall constitute an event of default. Whenever an event of default occurs and is continuing either party, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the other party, but only if the event of default has not been cured within said thirty (30) days.

3.2.1 The non-defaulting party may suspend its performance under this Agreement until it receives assurances from the defaulting party, reasonably deemed to be adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

3.2.2 The non-defaulting party may cancel and rescind this Agreement.

3.2.3 The non-defaulting party may take any action, including legal or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the non-defaulting party under this Agreement.

- 3.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the non-defaulting party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every

other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

- 3.4 No Implied Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder.
- 3.5 Arbitration. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, events of default, or breach thereof may, on mutual consent, be subject to and decided by arbitration in accordance with the Commercial Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demands for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association at its office in Minneapolis, Minnesota. A demand for arbitration shall be made within a reasonable time after the claim, dispute, event of default or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. Any award of costs or attorney's fees shall be in the sole discretion of the arbitrator or arbitrators.
- 3.6 Termination by the City. If the City decides not to move forward with the Project, the City will provide LL with a written notice of termination of this Agreement. Furthermore, the City shall be liable for refunding donors' contributions to the Project according to the calculation below:

Cash value of contribution multiplied by: one (1) minus
a fraction the numerator of which is the number of
years since the Par 30 was re-opened and the
denominator is twenty-five (25).

ARTICLE FOUR MISCELLANEOUS

4. The following miscellaneous provisions are hereby made an integral part of this Agreement:

- 4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

- 4.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.
- 4.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, or delivered personally, and:

1. In the case of LL, is addressed to or delivered personally to:

David Pokorney
Learning Links, Inc.
NEED ADDRESS

2. In the case of the City, is addressed or delivered personally to:

City of Chaska
Attn: City Administrator
One City Hall Plaza
Chaska, MN 55318

or at such other address with respect to any other party as that party may, from time to time, designate in writing and forward to the other.

- 4.4 Amendment or Modification. This Agreement may be amended or modified only in writing, signed by both parties.
- 4.5 LL Future Role. Upon satisfaction of its Financial Obligation, LL has no contractual obligations under this Agreement, but may continue, upon terms and conditions agreed to by the parties, provide future financial support and guidance for inclusive and barrier-free golf at the Par 30.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written.

LEARNING LINKS, INC.

CITY OF CHASKA

By: _____
David Pokorney

By: _____
Mark Windschitl

Its: _____

Its: Mayor

By: _____

Matt Podhradsky

Its: City Clerk

EXHIBIT A



SITE PLAN

CHASKA PAR 30 GOLF COURSE
CHASKA, MINNESOTA



EXHIBIT B

Funding Schedule Learning Links

	Total Pledge	Oct-20	2021	2022	2023	2024	2025
Foundation Cash payment	\$114,053	\$114,053					
Chaska Lions Club	\$20,000		\$5,000	\$5,000	\$5,000	\$5,000	
Luse O'Hara Foundation	\$10,000		\$5,000	\$5,000			
Chaska Rotary/ Chaska Cares golf	\$25,000		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Hazeltine National Golf	\$25,000	\$25,000					
Aurora Investment	\$25,000		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Stantec	\$20,000		\$5,000	\$5,000	\$5,000	\$5,000	
Ottobock	\$20,000		\$5,000	\$5,000	\$5,000	\$5,000	
John B. Goodman Grantor Trust	\$25,000		\$25,000				
John W. Mooty Foundation	\$100,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	
Wadsworth Golf Foundation	\$250,000	\$0	\$100,000	\$50,000	\$50,000	\$50,000	
Individual donations	\$13,750		\$6,250	\$6,250	\$1,250		
Toro Donation	\$84,111	\$84,111					
Forterra	\$9,501	\$9,501					
Momentum	\$8,585	\$8,585					
Total	\$750,000	\$261,250	\$181,250	\$106,250	\$96,250	\$95,000	\$10,000

EXHIBIT C

	<u>Total Pledge</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Foundation Cash payment	\$116,000	\$116,000				
Chaska Lions Club	\$20,000	\$5,000	\$5,000	\$5,000	\$5,000	
Luse O'Hara Foundation	\$10,000		\$5,000	\$5,000		
Chaska Rotary/ Chaska Cares golf	\$25,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
HNGC/Andersen	\$25,000	\$25,000				
Aurora Investment	\$25,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Stantec	\$20,000		\$5,000	\$5,000	\$5,000	\$5,000
Ottobock	\$20,000		\$5,000	\$5,000	\$5,000	\$5,000
John B. Goodman Grantor Trust	\$25,000	\$25,000				
John W. Mooty Foundation	\$100,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Wadsworth Golf Foundation	\$250,000	\$0	\$100,000	\$50,000	\$50,000	\$50,000
Marcia Lockman	\$2,500	\$2,500				
Bob Doughty	\$2,000	\$2,000				
Fred Green	\$1,000	\$250	\$250	\$250	\$250	
Bob Fafinski	\$1,000	\$1,000				
Peter and Mary Knoll	\$2,500		\$1,250	\$1,250		
Rich Soskin	\$10,000	\$5,000	\$5,000			
Toro Donation	\$73,000	\$73,000				
Momentum	\$10,000	\$10,000				
Forterra Pipe donation	\$12,000	\$12,000				
Learning Links	\$25,000	\$25,000				
Total	\$775,000	\$331,750	\$156,500	\$101,500	\$95,250	\$90,000

EXHIBIT D



Gift Agreement Golf Hole Sponsorship at the Chaska Par 30 November 1, 2019

The following sets forth the agreement between Bailiwick (DONOR) and the Board of Directors of Learning Links of Chaska (LEARNING LINKS) a 501(c)(3) nonprofit.

Gift

The DONOR organization, in light of its commitment to supporting the game of golf and the virtues it imbues, hereby pledges to LEARNING LINKS \$25,000 which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation of the Chaska Par 30 golf course. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge Bailiwick with exclusive signage at **hole # 2** of the renovated Par 30 course. (Refer to Exhibit A to view the concept design for the renovated Par 30.)

Schedule and Form of Contributions

Acknowledgment is conditional upon a making a donation of **\$25,000** to LEARNING LINKS on or before December 31, 2019.

Recognition

Recognition signage will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the sign will read "Hole # 2, sponsored by Bailiwick", or similar language. Naming rights shall exist for 25 years and DONOR shall retain first right of renewal at the end of this term. Signage will comply with City of Chaska guidelines. Specific details regarding the execution of a public relations and media strategy will be handled in an addendum to this agreement.

Contingency

If at any time LEARNING LINKS determines that the DONOR or honorees' activities reflect negatively on LEARNING LINKS or are in material conflict with its mission, LEARNING LINKS will have the right to terminate this agreement.

Learning Links of Chaska
441 2nd Street – Excelsior, MN 55331

EXHIBIT D (continued)

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

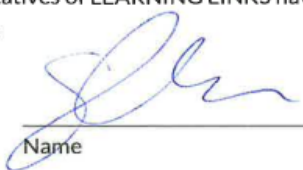
IN WITNESS HEREOF, the DONOR and representatives of LEARNING LINKS have executed this agreement on this the 1st day of November, 2019.

Name

Title

Bailiwick

Date

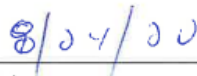


Name



Title

Learning Links of Chaska



Date

Learning Links of Chaska
441 2nd Street - Excelsior, MN 55331

EXHIBIT D (continued)

Gift Agreement Sponsorship at the Chaska Par 30 Golf Course June ____, 2020

The following sets forth the agreement between the John B. Goodman 2006 Irrevocable Grantor Trust (DONOR) and Learning Links of Chaska, Inc. (LEARNING LINKS), a 501(c)(3) nonprofit corporation.

Gift

The DONOR organization, in light of its commitment to supporting charitable organizations with missions that include intergenerational programming and education and the virtues it imbues, hereby pledges to donate the sum of \$25,000 to LEARNING LINKS which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation costs of the Chaska Par 30 golf course that will be designed to accommodate golfers with physical and/or sensory impairments and to provide a learning and training center for new and returning golfers of all ages and abilities. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge The Goodman Group with exclusive signage ("Signage") at the new "main creek" element of the renovated Chaska Par 30 golf course that will bear the name "Legacy Creek". (Refer to Exhibit A attached hereto and made a part hereof to view the concept design for the renovated Chaska Par 30 golf course.)

Schedule and Form of Contributions

DONOR agrees to make the donation of **\$25,000** to LEARNING LINKS on or before July 15, 2020.

Recognition

LEARNING LINKS shall install the recognition Signage, at its cost, which will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the Signage will indicate "In honor of the legacy of Sidney & John Goodman", or similar language agreed to by DONOR. Naming rights shall exist for 25 years, commencing upon the opening date of the renovated Chaska Par 30 golf course (currently anticipated to be summer of 2022), and DONOR shall retain first right of renewal at the end of this term. Signage will comply with City of Chaska guidelines and be installed on or before the opening date of the renovated Chaska Par 30 golf course. Specific details regarding the execution of a public relations and media strategy will be set forth in a written addendum to this agreement executed by DONOR and LEARNING LINKS.

Contingency

If LEARNING LINKS fails to complete a minimum of 50% of the renovations to the Chaska Par 30 golf course as outlined in Exhibit A (including 100% completion of the "main creek" element) on or before June 1, 2022, DONOR shall be entitled to a refund of its \$25,000 donation from LEARNING LINKS within ten (10) days after written request by DONOR and, after such refund, this agreement shall thereafter be deemed terminated and of no further force or effect.

Learning Links of Chaska
441 2nd Street – Excelsior, MN 55331

Page 1 of 2

EXHIBIT D (continued)

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

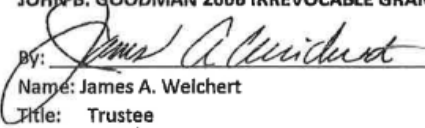
Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

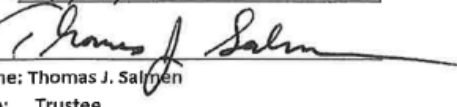
IN WITNESS WHEREOF, the DONOR and LEARNING LINKS have executed this agreement on the dates set forth below.

DONOR:

JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST

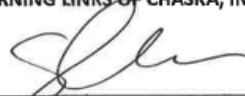
By: 
Name: James A. Welchert
Title: Trustee
Date: 6/22/2020

By: 
Name: Randall Benson
Title: Trustee
Date: 6/22/2020

By: 
Name: Thomas J. Salmen
Title: Trustee
Date: 6/25/2020

LEARNING LINKS:

LEARNING LINKS OF CHASKA, INC.

By: 
Name: Tim ANDERSON
Title: President
Date: 9/2/2020

Learning Links of Chaska
441 2nd Street - Excelsior, MN 55331

Page 2 of 2

EXHIBIT D (continued)



**Gift Agreement
Putting Course at the Chaska Par 30
June 19, 2020**

The following sets forth the agreement between the John W. Mooty Foundation (DONOR), the Board of Directors of Learning Links of Chaska (LEARNING LINKS) a 501(c)(3) nonprofit, and the City of Chaska, Minnesota (CITY).

Gift

The DONOR organization, in light of its commitment to supporting the game of golf and the virtues it imbues, hereby pledges to LEARNING LINKS \$100,000 which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation of the Chaska Par 30 golf course, a municipal course owned and operated by the CITY. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge and honor John W. Mooty with exclusive signage at the entrance of the newly-created, putting course – to be located at the Par 30 adjacent to Hazeltine Boulevard. (Refer to Exhibit A to view the concept design for the renovated Par 30.)

Schedule and Form of Contributions

DONOR acknowledges a commitment of \$100,000 to LEARNING LINKS. Of this total, a first installment of \$20,000 must be received by October 1, 2020. The remaining \$80,000 will be paid by the DONOR over four years and according to the following disbursement schedule:

October 1, 2021 - \$20,000
October 1, 2022 - \$20,000
October 1, 2023 - \$20,000
October 1, 2024 - \$20,000

The Par 30 renovation is scheduled to be completed, and the course open for play in mid-summer 2022. Installment of recognition signage will occur prior to the course opening for play.

Recognition

Recognition signage will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the CITY. The content of the sign will read "John W. Mooty Putting Course", or similar language. Naming rights shall exist for 25 years and DONOR shall retain first right of renewal at the end of this term. In the event that the entire gift amount is not received by LEARNING LINKS

EXHIBIT D (continued)

as agreed upon, LEARNING LINKS, may remove the DONOR's recognition and offer the rights to another party. Signage will comply with CITY guidelines. Specific details regarding the execution of a public relations and media strategy will be handled in an addendum to this agreement.

Contingency

The renovation plan for the Par 30 calls for the construction of a new 24,225 square foot putting course (see Exhibit A). Should the putting course fail to be constructed or be smaller than the intended square footage, DONOR shall be entitled to a refund of all gifts made under this Agreement.

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

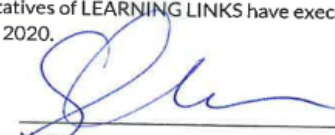
Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the DONOR and representatives of LEARNING LINKS have executed this agreement on this the 21st day of June, 2020.



Name
David N. Mooty, Trustee
Title, John W. Mooty Foundation
June 21, 2020
Date



Name
President
Title, Learning Links of Chaska

Date

Name

Title, City of Chaska

Date

EXHIBIT D (continued)



Gift Agreement Golf Hole Sponsorship at the Chaska Par 30 March 12, 2020

The following sets forth the agreement between Ottobock (DONOR) and the Board of Directors of Learning Links of Chaska (LEARNING LINKS) a 501(c)(3) nonprofit.

Gift

The DONOR organization, in light of its commitment to supporting the game of golf and the virtues it imbues, hereby pledges to LEARNING LINKS \$25,000 which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation of the Chaska Par 30 golf course. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge Ottobock with exclusive signage at hole # 7 of the renovated Par 30 course. (Refer to Exhibit A to view the concept design for the renovated Par 30.)

Schedule and Form of Contributions

Acknowledgment is conditional upon a documented commitment of \$25,000 to LEARNING LINKS. Of this total, a first installment of \$5,000 must be received by April 1, 2020. The remaining \$20,000 will be paid by the DONOR over four years and according to the following disbursement schedule:

April 1, 2021 - \$5,000
April 1, 2022 - \$5,000
April 1, 2023 - \$5,000
April 1, 2024 - \$5,000

Recognition

Recognition signage will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the sign will read "Hole # 7, sponsored by Ottobock", or similar language. Naming rights shall exist for 25 years and DONOR shall retain first right of renewal at the end of this term. In the event that the entire gift amount is not received by LEARNING LINKS as agreed upon in the schedule above, LEARNING LINKS, may remove the DONOR's recognition and offer the rights to another party. Signage will comply with City of Chaska guidelines. Specific details regarding the execution of a public relations and media strategy will be handled in an addendum to this agreement.

Learning Links of Chaska
441 2nd Street - Excelsior, MN 55331

EXHIBIT D (continued)

NEED SIGNATURE PAGE FOR OTTOBOCK

EXHIBIT D (continued)



**Gift Agreement
Golf Hole Sponsorship at the Chaska Par 30**

The following sets forth the agreement between Stantec (DONOR) and the Board of Directors of Learning Links of Chaska (LEARNING LINKS) a 501(c)(3) nonprofit.

Gift

The DONOR organization, in light of its commitment to supporting the game of golf and the virtues it imbues, hereby pledges to LEARNING LINKS \$25,000 which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation of the Chaska Par 30 golf course. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to Stantec with exclusive signage at hole # 6 of the renovated Par 30 course. (Refer to Exhibit A to view the concept design for the renovated Par 30.) LEARNING LINKS has executed a letter of understanding with the City to partner in the funding of the renovation and the City and LEARNING LINKS have agreed to enter into a formal partnership agreement. If such contract with the City is not entered into on or before June 1, 2020 said money should be returned to Donor.

Schedule and Form of Contributions

Acknowledgment is conditional upon a documented commitment of **\$25,000** to LEARNING LINKS. DONOR will either make a lump sum gift on or before March 31, 2020 or make payments over four years as set forth herein. If instalment payments are elected, the first installment of \$5,000 will be made by April 15, 2020. The remaining \$20,000 will be paid by the DONOR over four years and according to the following disbursement schedule:

April 15, 2021 - \$5,000

April 15, 2022 - \$5,000

April 15, 2023 - \$5,000

April 15, 2024 - \$5,000

Learning Links of Chaska
441 2nd Street – Excelsior, MN 55331

EXHIBIT D (continued)

Recognition

Recognition signage will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the sign will read "Hole # 6, sponsored by Stantec", or similar language. Naming rights shall exist for 25 years and DONOR shall retain first right of renewal at the end of this term. In the event that the entire gift amount is not received by LEARNING LINKS as agreed upon in the schedule above, LEARNING LINKS, may remove the DONOR's recognition and offer the rights to another party. Signage will comply with City of Chaska guidelines. Specific details regarding the execution of a public relations and media strategy will be handled in an addendum to this agreement.

Contingency

If at any time LEARNING LINKS determines that the DONOR or honorees' activities reflect negatively on LEARNING LINKS or are in material conflict with its mission, LEARNING LINKS will have the right to terminate this agreement.

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS HEREOF, the DONOR and representatives of LEARNING LINKS have executed this agreement on this the _____ day of _____, 2020.

Kevin Kimmes, Principal Stantec

Dave Pokorney, Learning Links of Chaska

Luke Melchert, Melchert Hubert Sjodin

Learning Links of Chaska
441 2nd Street - Excelsior, MN 55331

EXHIBIT D (continued)



**Gift Agreement
Golf Hole Sponsorship at the Chaska Par 30**

The following sets forth the agreement between Aurora Investment (DONOR) and the Board of Directors of Learning Links of Chaska (LEARNING LINKS) a 501(c)(3) nonprofit.

Gift

The DONOR organization, in light of its commitment to supporting the game of golf and the virtues it imbues, hereby pledges to LEARNING LINKS \$25,000 which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation of the Chaska Par 30 golf course. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge Tony Bernardi and Aurora Investments with exclusive signage at hole # 5 of the renovated Par 30 course. (Refer to Exhibit A to view the concept design for the renovated Par 30.) LEARNING LINKS has executed a letter of understanding with the City to partner in the funding of the renovation and the City and LEARNING LINKS have agreed to enter into a formal partnership agreement. If such contract with the City is not entered into on or before June 1, 2020 said money should be returned to Donor.

Schedule and Form of Contributions

Acknowledgment is conditional upon a documented commitment of **\$25,000** to LEARNING LINKS. DONOR will either make a lump sum gift on or before March 31, 2020 or make payments over four years as set forth herein. If installment payments are elected, the first installment of \$5,000 will be made by December 1, 2019. The remaining \$20,000 will be paid by the DONOR over four years and according to the following disbursement schedule:

March 31, 2020 - \$5,000

March 31, 2021 - \$5,000

Learning Links of Chaska
441 2nd Street – Excelsior, MN 55331

EXHIBIT D (continued)

March 31, 2024 - \$5,000

Recognition

Recognition signage will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the sign will read "Hole # 5, sponsored by Aurora Investment in honor of Tony Bernardi", or similar language. Naming rights shall exist for 25 years and DONOR shall retain first right of renewal at the end of this term. In the event that the entire gift amount is not received by LEARNING LINKS as agreed upon in the schedule above, LEARNING LINKS, may remove the DONOR's recognition and offer the rights to another party. Signage will comply with City of Chaska guidelines. Specific details regarding the execution of a public relations and media strategy will be handled in an addendum to this agreement.

Contingency

If at any time LEARNING LINKS determines that the DONOR or honorees' activities reflect negatively on LEARNING LINKS or are in material conflict with its mission, LEARNING LINKS will have the right to terminate this agreement.

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

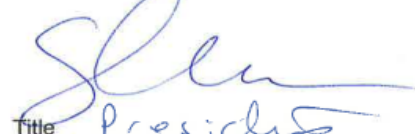
Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS HEREOF, the DONOR and representatives of LEARNING LINKS have executed this agreement on this the 30th day of October, 2019.



Luigi Bernardi, Aurora Investment



Title President
Learning Links of Chaska

Learning Links of Chaska
441 2nd Street - Excelsior, MN 55331

EXHIBIT D (continued)



Gift Agreement Golf Hole Sponsorship at the Chaska Par 30

The following sets forth the agreement between the Luse O'Hara Foundation (DONOR) and the Board of Directors of Learning Links of Chaska (LEARNING LINKS) a 501(c)(3) nonprofit.

Gift

The DONOR organization, in light of its commitment to supporting the game of golf and the virtues it imbues, hereby pledges to LEARNING LINKS \$25,000 which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation of the Chaska Par 30 golf course. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge the DONOR with exclusive signage at hole #3 of the renovated Par 30 course. (Refer to Exhibit A to view the concept design for the renovated Par 30.)

Schedule and Form of Contributions

Acknowledgment is conditional upon a documented commitment of **\$25,000** to LEARNING LINKS. DONOR's gift will be made in installments according to the following disbursement schedule:

On or before December 31, 2019 - \$12,500
On or before December 31, 2020 - \$6,250
On or before December 31, 2021 - \$6,250

DONOR reserves the right to complete their gift commitment earlier than the schedule above, if they so choose.

Recognition

Recognition signage will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the sign will read "Hole #3, sponsored by the Luse O'Hara Foundation", or similar language. (The parties agree to revisit Hole #3 recognition language prior to finalizing in 2021.) Naming rights shall exist for 25 years and DONOR shall retain first right of renewal at the end of this term. Signage will comply with City

Learning Links of Chaska
441 2nd Street - Excelsior, MN 55331

EXHIBIT D (continued)

of Chaska guidelines. Specific details regarding the execution of a public relations and media strategy will be handled in an addendum to this agreement.

Contingency

If at any time LEARNING LINKS determines that the DONOR or its representatives' activities reflect negatively on LEARNING LINKS or are in material conflict with its mission, LEARNING LINKS will have the right to terminate this agreement.

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS HEREOF, the DONOR and representatives of LEARNING LINKS have executed this agreement on this the 20th day of November, 2019.

Christine Ryan

Name

Name



C-Founder, Co-President

Title

Title





The Luse O'Hara Foundation

Learning Links of Chaska

Learning Links of Chaska
441 2nd Street – Excelsior, MN 55331

EXHIBIT D (continued)



Gift Agreement Golf Hole Sponsorship at the Chaska Par 30 <Date>

The following sets forth the agreement between Chaska Lions Club (DONOR) and the Board of Directors of Learning Links of Chaska (LEARNING LINKS) a 501(c)(3) nonprofit.

Gift

The DONOR organization, in light of its commitment to supporting the game of golf and the virtues it imbues, hereby pledges to LEARNING LINKS \$25,000 which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation of the Chaska Par 30 golf course. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge Chaska Lions Club with exclusive signage at hole # 1 of the renovated Par 30 course. LEARNING LINKS has executed a Letter of Understanding that the City of Chaska will partner in the funding of the renovation. The City of Chaska and LEARNING LINKS have agreed to enter into a formal Partnership Agreement regarding such renovation. This \$25,000.00 commitment is conditioned upon LEARNING LINKS entering into said Contract with the City of Chaska and if said Contract is not entered into by June 1, 2020, then this Commitment Agreement shall be null and void and any money actually delivered by LEARNING LINKS to the City of Chaska shall be returned to DONOR.

Schedule and Form of Contributions

* Acknowledgment is conditional upon a documented commitment of \$25,000 to LEARNING LINKS. Of this total, a first installment of \$5,000 must be received by December 1, 2019. The remaining \$20,000 will be paid by the DONOR over four years and according to the following disbursement schedule:

March 31, 2020 - \$5,000
March 31, 2021 - \$5,000
March 31, 2023 - \$5,000
March 31, 2024 - \$5,000

Recognition

Recognition signage will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the sign will read "Hole # 1, sponsored by Chaska Lions Club", or similar language. Naming rights shall exist for 25 years and DONOR shall retain first right of renewal at the end of this term. In the event that the entire gift amount is not received by LEARNING LINKS as

Learning Links of Chaska
441 2nd Street - Excelsior, MN 55331

EXHIBIT D (continued)

agreed upon in the schedule above, LEARNING LINKS, may remove the DONOR's recognition and offer the rights to another party. Signage will comply with City of Chaska guidelines. Specific details regarding the execution of a public relations and media strategy will be handled in an addendum to this agreement.

Contingency

If at any time LEARNING LINKS determines that the DONOR or honorees' activities reflect negatively on LEARNING LINKS or are in material conflict with its mission, LEARNING LINKS will have the right to terminate this agreement.

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS HEREOF, the DONOR and representatives of LEARNING LINKS have executed this agreement on this the 19th day of November, 2019.

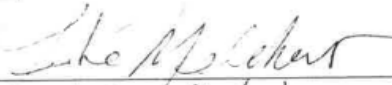


Name: Brian Dahlke

Title: President

Chaska Lions Club

Date: 11/19/19



Name: Luke Melchert

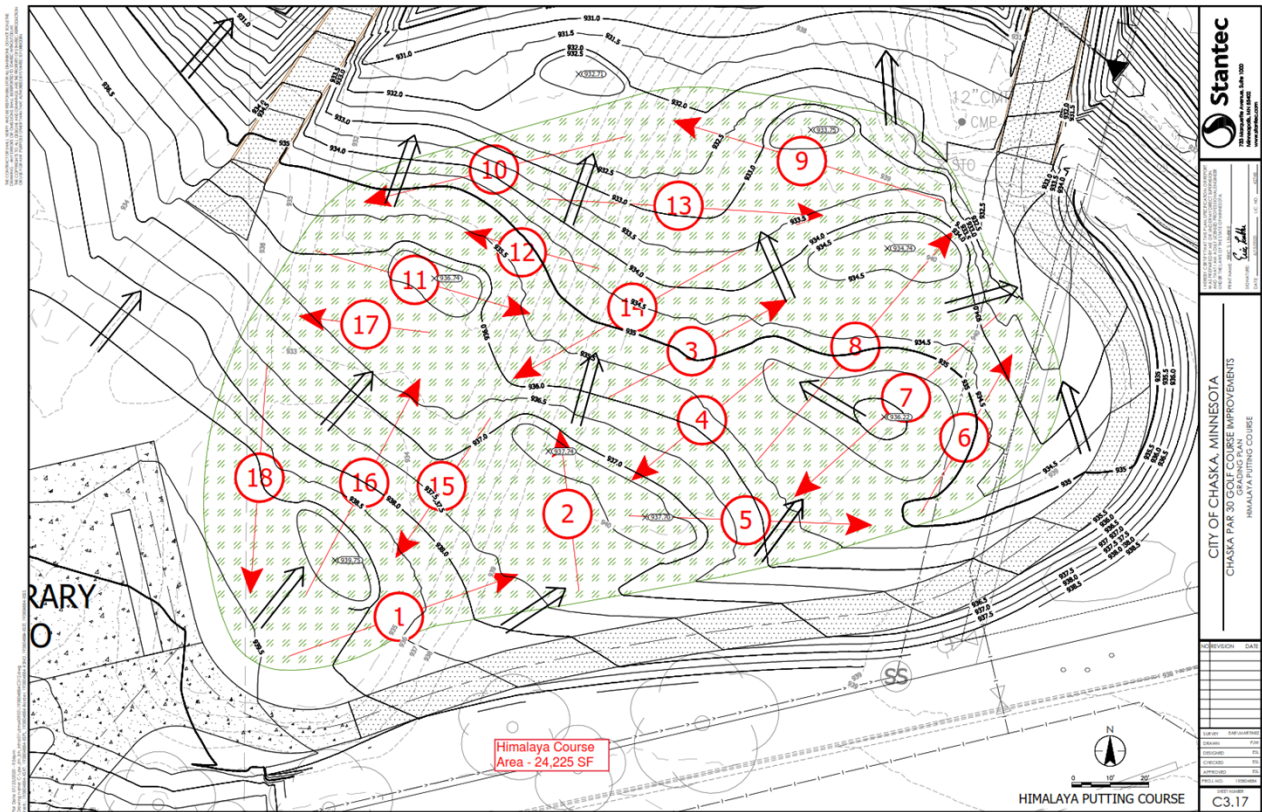
Title: _____

Learning Links of Chaska

Date: 11/19/19

Learning Links of Chaska
441 2nd Street -- Excelsior, MN 55331

EXHIBIT E



HAZELTINE GATES
DRAINAGE AGREEMENT

THIS DRAINAGE AGREEMENT (the “Agreement”) is made effective this ____ day of October, 2020, by and between the City of Chaska, a Minnesota municipal corporation (the “City”), and Hazeltine Gates LLC, a Delaware limited liability company (“HG”), and The Legends at Hazeltine, LLC, a Minnesota limited liability company (“Legends”) solely as to certain limited provisions as set forth in Recital I.

RECITALS

A. HG and Legends are collectively the owner of certain real estate (collectively referred to as the “Property”) located in Carver County, Minnesota, depicted on **Exhibit A** attached hereto and incorporated herein as Parcel 5P.

B. The City owns property to the east of Parcel 5P upon which a par 30 golf course is operated (the “Par 30”).

C. The City is proposing to reconstruct the Par 30, update the golf holes, construct a putting course and expand the existing drainage pond in the middle of the Par 30 (the “Project”).

D. The drainage pond in the Project has the capability to provide certain limited benefits (volume retention, rate control, and water quality treatment) to the Property (the “Drainage Benefits”).

E. HG and Legends are contemplating developing the Property and have requested that the City provide Drainage Benefits, as described in this Agreement, to the Property.

F. Any Drainage Benefits are based on development assumption that the Property is 8.33 acres and develops, or is otherwise improved, with 3.57 acres of impervious surface and 4.76 acres of pervious surface (the “Design Assumptions”).

G. Any Drainage Benefits provided to HG and Legends are premised on ordinances and resolutions of the City and the Carver County Watershed Management Organization (“CCWMO”) as in effect as of September 1, 2020 and subsequent changes to such ordinances and resolutions may reduce the Drainage Benefits available to the Property.

AGREEMENT

In consideration of each party’s promises as set forth in this Agreement, it is mutually agreed as follows:

ARTICLE I

GENERAL PROVISIONS

1.01 Amendment. Any amendment to this Agreement must be in writing and signed by all parties, except that this Agreement may be amended by HG and Legends and the City.

1.02 Assignment. HG and Legends may assign any of its obligations, rights or privileges under this Agreement to any purchaser of the Property.

ARTICLE II

DRAINAGE

2.01 Development Plans. Neither HG nor Legends have submitted a plan for subdivision, site plan approval or development of the Property and nothing in this Agreement constitutes an approval of any development of, or improvement to, the Property. Prior to any development of, or improvements to, the Property, HG and Legends must submit an appropriate application and obtain all necessary approvals and permits from the City and all other regulatory agencies having jurisdiction over the Property.

2.02 Stormwater Best Management Practices. HG and Legends shall apply stormwater Best Management Practices (BMPs) to any stormwater improvements that may be constructed on the Property.

2.03 Project Drainage Pond. The Project includes a drainage pond (not the horseshoe-shaped pond depicted on Exhibit 1) (“Drainage Pond”), the purpose of which is to provide stormwater management for the Project and to act as an irrigation basin for the Par 30. The Drainage Pond is capable of providing drainage benefits beyond the boundaries of the Project and the City is willing, solely to the extent set forth herein and as described below, to allow HG and Legends to utilize the benefits of the Drainage Pond.

- a. Rate Control. The Property, as developed or improved under the Design Assumptions, will include 3.57 acres of proposed new or reconstructed impervious surface area and the Drainage Pond will allow the Property to meet CCWMO and City rate control requirements.

- b. Volume Retention. The Property, as developed or improved under the Design Assumptions, will include 3.57 acres of proposed new or reconstructed impervious surface area, which under current regulations requires 6,480 cubic feet of volume to be retained and the Drainage Pond has the capacity to provide 6,480 cubic feet of volume retention for stormwater released from the Property.
- c. Water Quality Treatment. The Property, as developed or improved under the Design Assumptions, will include 3.57 acres of proposed new or reconstructed impervious surface area. Based on Design Assumptions and current Regulations, CCWMO water quality treatment standards require 6,480 cubic feet of water quality treatment volume each for: (i) total phosphorus (“TP”) treatment; and (ii) for total suspended solids (“TSS”) treatment. The Drainage Pond in the Project has the ability to provide the Property with 3,888 cubic feet of water quality treatment volume for TP treatment and 5,184 cubic feet of water quality treatment volume for TSS treatment, and the difference between each of these volumes and the 6,480 cubic feet required for each volume (TP and TSS) must be provided on the Property.

2.04 Connection and Drainage. Subject to the terms, conditions and limitations of this Agreement, HG and Legends may construct stormwater improvements to the Property which allows stormwater from not more than 3.57 acres of impervious surface on the Property at the maximum volumes stated in this Agreement to drain into the Drainage Pond.

2.05 Existing Stormwater Pipe. Access to the Drainage Pond on the Project for stormwater from the Property shall be through the existing stormwater pipe running from the Property to the Drainage Pond. All costs for the Property to connect to the existing stormwater pipe and any oversizing needed to improve the stormwater pipe on the Property or the Par 30 and Outlet are the sole cost of HG and Legends.

2.06 No Vested Rights. This Agreement relates solely to stormwater drainage and does not confer any rights to subdivide, develop or improve the Property, all of which are contingent upon HG and Legends, or their successors and assigns, obtaining all development approvals and permits from the City and all other regulatory agencies with jurisdiction over the Property.

2.07 Successors and Assigns. The terms and conditions of this Agreement shall run with the Property and are binding upon any successors and assigns of HG and Legends.

2.08 Recitals. The recitals to this Agreement are contractual and are incorporated and included in the body of this Agreement.

2.09 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective on the date and year first above written.

COUNTERPART SIGNATURE PAGES TO FOLLOW

THIS IS A COUNTERPART SIGNATURE PAGE TO THE HAZELTINE GATES AGREEMENT AND PLAN APPROVAL BETWEEN CITY OF CHASKA, A MINNESOTA MUNICIPAL CORPORATION, HAZELTINE GATES LLC , A DELAWARE LIMITED LIABILITY COMPANY, AND THE LEGENDS AT HAZELTINE, LLC, – A MINNESOTA LIMITED LIABILITY COMPANY DATED OCTOBER _____, 2020

CITY OF CHASKA

By: Mark Windschitl
Its: Mayor

By: Matt Podhradsky
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of October, 2029, by Mark Windschitl, and Matt Podhradsky, the Mayor and City Manager, respectively, of the City of Chaska, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS IS A COUNTERPART SIGNATURE PAGE TO THE HAZELTINE GATES AGREEMENT AND PLAN APPROVAL BETWEEN CITY OF CHASKA, A MINNESOTA MUNICIPAL CORPORATION, HAZELTINE GATES LLC , A DELAWARE LIMITED LIABILITY COMPANY, AND THE LEGENDS AT HAZELTINE, LLC, – A MINNESOTA LIMITED LIABILITY COMPANY DATED OCTOBER _____, 2020

THE LEGENDS AT HAZELTINE, LLC

By: _____
Its: _____

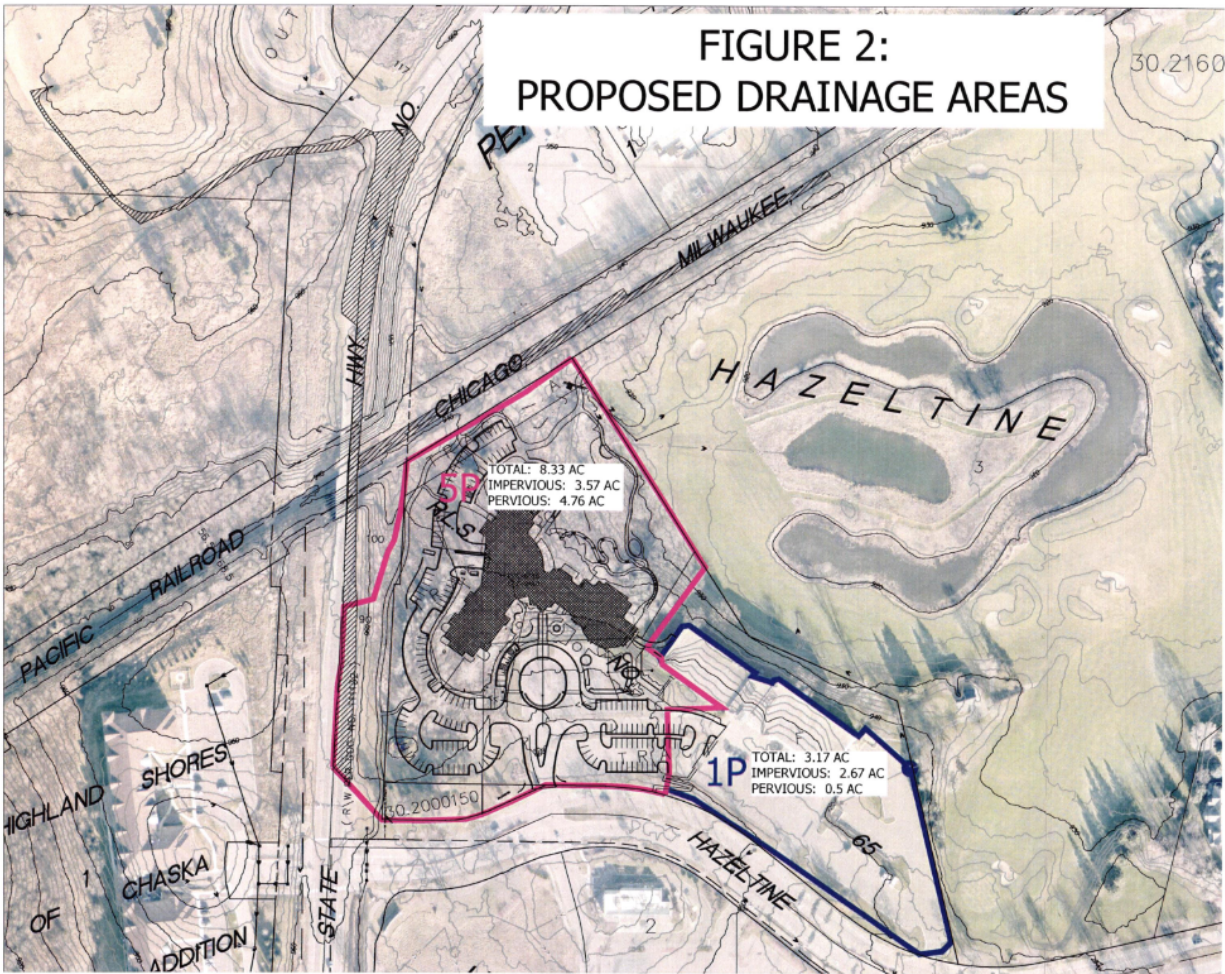
STATE OF MINNESOTA)
)ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this ____ day of October, 2020, by _____, the _____, of The Legends at Hazeltine, LLC, on behalf of the limited liability corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Melchert Hubert Sjodin, PLLP
121 West Main Street, Suite 200
Waconia, MN 55387-1023
(952) 442-7700 (rlh)

EXHIBIT A



AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease") is made effective as of the ____ day of _____, 2020 ("Effective Date"), by and between HAZELTINE GATES, L.L.C., a Delaware limited liability company, whose address is 1107 Hazeltine Boulevard, Suite 200, Chaska, Minnesota, 55318 (hereinafter referred to as "Landlord"), and CITY OF CHASKA, a municipal corporation organized under the laws of the State of Minnesota, whose address is One City Hall Plaza, Chaska, Minnesota, MN 55318 (hereinafter referred to as "Tenant").

RECITALS:

A. Landlord is the owner of certain real property situate in the City of Chaska, County of Carver, State of Minnesota, all as more fully described in Exhibit A attached hereto and made a part hereof. Such real property including the land, improvements thereon, and all appurtenances, hereditaments and easements therein is herein called the "Property". The thirty (30) parking spaces shown on Exhibit B attached hereto and made a part hereof, are collectively referred to herein as the "Premises". The Premises shall initially include the non-exclusive right of Tenant to utilize the area cross-hatched in red on Exhibit B as a walkway (the "Walkway") solely for the purpose of access to and from the parking spaces to the Golf Course (as defined below). The Premises are adjacent to a par 30 golf course operated by Tenant (the "Golf Course").

B. Landlord and Tenant are parties to that certain Lease Agreement dated February 1, 1999, as amended, whereby Landlord leased to Tenant the Premises as provided therein ("Original Lease").

C. Landlord and Tenant wish to amend and restate the Original Lease in its entirety per the terms of this Lease.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM.

1.1 The initial term of this Lease shall be for a period of six and one-half (6.5) years, commencing on July 1, 2020, and ending at midnight on December 31, 2026 (the "Term"). Notwithstanding anything contained in this Lease to the contrary, in the event that the Golf Course ceases to operate as a golf course for at least one (1) golf season (April 1 through October 31) then Landlord may terminate this Lease upon written notice to Tenant; provided, however, cessation of the Golf Course's operations during the construction stated in Section 2.3 below shall not trigger Landlord's right to terminate.

1.2 Tenant shall have the option to extend the Term of this Lease for nine (9) successive five (5) year periods, upon the following terms and conditions: (i) Tenant shall not be in default under the Lease and the Lease shall be in full force and effect, both on the date Tenant

delivers written notice to exercise the extension option and on the last day of the Term in which such notice is delivered; and (ii) Tenant shall give Landlord written notice of its election to exercise each such option no later than one hundred twenty (120) days prior to the expiration of the preceding term. If Tenant fails to deliver an extension notice prior to such 120-day period, the extension option and any remaining extension option(s) shall be deemed waived. The extension options contemplated herein shall not survive the termination of this Lease.

1.3 Landlord shall have the right to terminate this Lease at any time after the twenty-fifth anniversary of the commencement date of this Lease upon the following terms and conditions: Landlord shall notify Tenant in writing at least six (6) full calendar months in advance of such termination date and Landlord shall pay Tenant the sum of \$30,000.00 which shall be paid by Landlord to Tenant at the time written notice of termination is delivered to Tenant.

2. RENT.

2.1 Tenant shall pay to Landlord during the Term as rent for the Premises without any prior demand therefor an annual base rental in the following amounts ("Annual Base Rent" or "Rent"):

<u>Period</u>	<u>Annual Base Rent</u>
July 1, 2020 – December 31, 2023	\$14,000.00
January 1, 2024 – December 31, 2026	\$15,000.00

If Tenant timely and properly exercises each of the extension options as set forth in Section 1.2 above, the following Annual Base Rent shall be applicable and all other terms and conditions of the Lease shall remain in full force and effect during the extension terms:

<u>Period</u>	<u>Annual Base Rent</u>
January 1, 2027 – December 31, 2031	\$16,000.00
January 1, 2032 – December 31, 2036	\$17,000.00
January 1, 2037 – December 31, 2041	\$18,000.00
January 1, 2042 – December 31, 2046	\$19,000.00
January 1, 2047 – December 31, 2051	\$20,000.00
January 1, 2052 – December 31, 2056	\$21,000.00
January 1, 2057 – December 31, 2061	\$22,000.00
January 1, 2062 – December 31, 2066	\$23,000.00
January 1, 2067 – December 31, 2071	\$24,000.00

Annual Base Rent shall be payable annually in advance on or before January 10 of each year during the Term. All Rent shall be payable in lawful money of the United States, at such place as Landlord, from time to time, shall designate in writing.

2.2 All Rent and other sums payable under this Lease by Tenant, whether as rents or otherwise, shall be paid without offset, counterclaim, abatement or defenses, and this Lease shall not be subject to termination by Tenant by reason of any cause whatever, unless such right to terminate is expressly set forth in this Lease.

2.3 Notwithstanding the foregoing, Annual Base Rent shall be abated commencing upon the re-opening of the Golf Course after completion by Tenant of all construction and improvements to the Golf Course as set forth in the construction plan documents prepared by Stantec as depicted on Exhibit D, attached hereto and made a part hereof, as agreed to by Tenant in Construction Participation and Philanthropic Agreement with Learning Links of Chaska, Inc. ("Rent Abatement Commencement Date"), currently estimated to be Summer 2022, and shall continue to be abated for so long as the Golf Course is operated for the purpose of promoting "barrier-free golf" targeted to youth, disabled, beginner and economically disadvantaged golfers but at all times subject to force majeure. Provided, however, only during such period of abatement of Annual Base Rent, Tenant shall be obligated to pay its pro rata share of the actual common area maintenance costs incurred by Landlord in the operation, repair and maintenance of the parking lot on the Property, including but not limited to sweeping, striping, seal coating, paving, asphalt overlay and other improvements and replacements, but excluding snow removal, snow plowing, real estate taxes and insurance ("CAM Costs"). The proportionate share of CAM Costs paid by Tenant shall be computed on the ratio that the 30 parking spaces contained in the Premises bears to the total number of parking spaces in the entire parking lot on the Property as of the date such costs are incurred. Commencing on the Rent Abatement Commencement Date, Landlord shall bill Tenant annually in arrears for all CAM Costs. Landlord will deliver a statement to Tenant, within approximately 150 days after the end of each calendar year, itemizing the CAM Costs incurred in the prior calendar year and Tenant's share thereof which shall be due and payable by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement.

Commencing on the Rent Abatement Commencement Date, a portion of the Premises shall be relocated to the southeastern portion of the Property, Tenant's right to use the Walkway shall be eliminated and shall be permanently removed from the Premises, and the Premises as depicted on Exhibit C, attached hereto and made a part hereof, shall thereafter be substituted as the Premises under this Lease.

3. USE, COMPLIANCE WITH LAWS AND ZONING REGULATIONS, INDEMNIFICATION.

3.1 Tenant may use the Premises only for the purpose of short-term parking of private motor vehicles of Tenant's customers during such customers' use of the Golf Course, and for no other use or purpose. Tenant shall not store or keep any personal property including, without limitation, golf carts, on the Premises or the Walkway. Tenant shall cause its customers to park their vehicles only in the designated parking spaces of the Premises and no other parking spaces on the Property that are for the exclusive use by Landlord, its other tenants, and their respective employees, visitors, contractors and invitees. Tenant shall be

responsible for monitoring the parking by its customers to ensure compliance with this Lease. Tenant, at its sole cost and expense, shall tow away any car left on the Premises for more than twenty-four (24) hours. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no rights to use or possess the Premises (including the Walkway) in any manner whatsoever during the period commencing on any November 15 and continuing through March 15 of the following year during the Term hereof (the "Non-Golf Season"). Landlord may utilize the Premises (including the Walkway) for any purpose it desires during the Non-Golf Season. The prohibition against the use of the Premises by Tenant during the Non-Golf Season shall not affect Tenant's obligation to pay Annual Base Rent, CAM Costs (if applicable only during periods when Annual Base Rent is abated) and other charges (if any) in the full amount set forth in this Lease (e.g., Annual Base Rent, CAM Costs, if applicable only during periods when Annual Base Rent is abated) and other charges shall not be prorated based upon the foregoing). Tenant shall, at its own cost and expense, continuously and promptly comply and conform with all laws, ordinances, rules, regulations and requirements of federal, state, county and city governments and agencies (including, without limitation, the Americans With Disabilities Act of 1990, as amended) with respect to its use of the Premises and the Walkway. Tenant agrees not to commit waste on the Premises nor to use the Premises for any unlawful purpose.

3.2 Tenant covenants throughout the Term, at Tenant's sole cost and expense, to take good care of the Walkway and to keep the same in good order and in good condition, and shall promptly, at Tenant's own cost and expense, make all necessary repairs to the Walkway, ordinary as well as extraordinary, foreseen as well as unforeseen. Tenant, at its sole cost and expense, shall at all times during the Term, and on at least a daily basis, perform routine cleaning and picking up of trash and debris on the Premises (including the Walkway) and dispose of such trash and debris in Tenant's dumpsters. Except for repairs due to Tenant's negligence or willful acts, or the negligence or willful acts of Tenant's employees, agents, invitees or customers, Landlord shall maintain the Premises (not including the Walkway) in good order, condition and repair as determined by Landlord in its sole discretion. Landlord shall not furnish Tenant or the Premises with any services including, without limitation, lighting or security. Tenant shall make and pay for the cost of repairs to the Premises caused by Tenant's negligence or willful acts or the negligence or willful acts of Tenant's employees, agents, invitees or customers.

3.3 Tenant agrees to indemnify, defend, and hold Landlord harmless against and from any and all claims, liabilities, damages, costs and expenses (including attorneys' fees)(collectively "Claims") brought by or on behalf of any person or entity arising from (i) the use of the Premises during the annual periods when Tenant has the right to occupy the Premises, the conduct or management of any work or thing whatsoever done in or about the Premises, (ii) any condition of the improvements on the Premises or any street, curb, or sidewalk adjoining the Premises, or of any passageways or spaces therein or appurtenant thereto, (iii) any breach or default by Tenant in the performance or observance of any of Tenant's duties or obligations under this Lease, (iv) any act, omission, negligence, or willful misconduct of Tenant, and/or its agents, contractors, servants, employees, licensees, invitees or

customers, or (v) any accident, injury or damage whatsoever caused to any person or entity occurring during the Term on or about the Premises, or upon or under the sidewalks and the land adjacent thereto. Tenant shall defend against Claims using legal counsel that is reasonably satisfactory to Landlord. Tenant's obligations under this Section 3.3 shall not apply to any Claims that directly and solely result from the negligence of Landlord. The foregoing indemnification obligation shall survive the expiration or termination of this Lease.

4. IMPROVEMENTS AND ALTERATIONS.

4.1 Tenant may not, without the prior written approval of Landlord (which may be withheld in Landlord's sole and absolute discretion), construct on the Premises (including the Walkway) any improvements or make additions, alterations, removals, substitutions or replacements of existing or future improvements. If Landlord consents to any of the foregoing actions, they shall be performed in a good and workmanlike manner, in accordance with all laws, ordinances, orders, rules and requirements applicable thereto. Tenant shall pay promptly all costs and expenses of each such improvement, addition, alteration, substitution, or replacement. Tenant will procure and pay for all permits and licenses required in connection with any such improvement, addition, alteration, substitution or replacement.

4.2 All such improvements, additions, alterations, substitutions, and replacements shall become and shall remain the property of Landlord. Tenant may not install, assemble or place upon the Premises or the improvements any items of machinery or equipment, whether in the nature of trade fixtures or otherwise, it being agreed that the Premises may only be used for the purposes set forth in Section 3.1 herein.

5. MECHANICS LIENS.

5.1 Tenant shall not suffer or permit any mechanic's liens to be filed against the Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing of same. If the Tenant shall fail to discharge such mechanic's lien within such period, then in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court, or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord, including but not limited to reasonable attorneys' fees, in procuring the discharge of such lien, including all necessary disbursements in connection thereof, along with interest thereon at the rate of fifteen percent (15%) per annum (or such maximum amount permitted by law, whichever is less) from the date of payment, shall be repaid by Tenant to Landlord on demand. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate in the Property or Premises to liability under any mechanic's lien law.

6. INSURANCE.

6.1 Tenant, at its sole cost and expense, shall obtain and keep in force during the Term a policy of general liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises, and all areas which are appurtenant thereto. Such insurance shall be in a per occurrence amount not less than the greater of (a) \$1,500,000.00 or (b) the maximum liability of a municipality from time to time under Minnesota Statutes, Section 466.04, Subdivision 1.

6.2 Tenant shall not be liable to Landlord and Landlord shall not be liable to Tenant, and neither of them shall be liable to any insurance company insuring them or either of them, for any loss or damage which is covered by fire or extended coverage insurance, even though such loss or damage may have been occasioned by the negligence of Tenant or of Landlord or their respective officers, employees or agents or any sublessee or assignee of Tenant. Tenant agrees to obtain a waiver of subrogation against Landlord in the insurance policies carried by it on its property and business.

6.3 Insurance required to be carried hereunder by Tenant shall be in companies rated A+/AAA or better in "Best's Insurance Guide" qualified to do business in the State of Minnesota. Notwithstanding the foregoing, the parties agree that the League of Minnesota Cities Insurance Trust, and its successors, is an acceptable insurer. Tenant shall deliver to Landlord certificates of such insurance naming Landlord and Landlord's lending institution, if any, as an additional insured with loss payable clauses satisfactory to Landlord. Such insurance shall not be canceled or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof. If the Tenant shall fail to procure and maintain the same, Landlord may procure such insurance and Tenant shall reimburse Landlord for the entire cost thereof on demand. Tenant shall not do or permit to be done anything which will invalidate the insurance policies referred to in this Section 6. Nothing contained in this Section 6 shall be deemed to modify or alter Tenant's indemnification obligations stated in Section 3.3 above.

7. DAMAGE OR DESTRUCTION OF PREMISES.

7.1 If the Premises or any part thereof shall be damaged or destroyed by fire, the elements or other casualty event or loss, whether or not insured against, and however occasioned, Tenant shall give notice thereof immediately to Landlord and Landlord shall repair or restore the Premises to substantially the same condition it was in immediately prior to the casualty provided, however, that Landlord's mortgagee has approved such reconstruction and has agreed to make loan proceeds available for such purpose. Notwithstanding the foregoing, Tenant shall, at its sole cost and expense, promptly make any needed repairs to the Walkway caused by any casualty event.

8. TAXES AND ASSESSMENTS

8.1 During the Term, Tenant shall pay as they become due and prior to delinquency,

taxes and assessments, if any, now or hereafter levied upon all personal property, including without limitation trade fixtures and inventory, kept on the Premises, including the Walkway.

9. DEFAULT

9.1 The following shall be deemed to be events of default by Tenant under this Lease.

9.1.1 Failure to make timely payment of Rent, CAM Costs, or any part thereof, or of any other sums of money due hereunder by Tenant to Landlord.

9.1.2 Failure by Tenant to perform any of its other covenants hereunder.

9.1.3 The filing by or against Tenant of a petition for bankruptcy protection, the making of an assignment by Tenant for the benefit of its creditors, or the appointment in any voluntary or involuntary proceeding, of a receiver, trustee or liquidator for Tenant or of Tenant's assets.

9.2 Landlord's right, described below, to re-enter and repossess the Premises shall commence, depending upon the nature of the default, as follows:

9.2.1 With respect to a default described in Section 9.1.1 above, if the default shall continue after the expiration of three (3) days from receipt by Tenant of written notice from Landlord stating specifically the default.

9.2.2 With respect to a default described in Section 9.1.2 above, if the Tenant does not cure such default within ten (10) days from receipt by Tenant of written notice from Landlord stating specifically the default.

9.2.3 With respect to a default described in Section 9.1.3 above, immediately upon the occurrence of the default.

9.3 Upon the happening of any one or more of such events of default and the expiration of the period of time to cure such default(s) prescribed in any such notice, (i) the rent abatement set forth in Section 2.3 herein shall immediately terminate and Tenant shall be obligated to pay the applicable Annual Base Rent in effect on such date of default and continuing thereafter on a pro rata basis until the date the event of default is cured, and (ii) Landlord, in addition to all other rights or remedies which it may have or which may exist at law, shall have the immediate right to re-enter the Premises and remove Tenant and its property from the Premises. Such property may be stored at the cost of and for the account of Tenant, all without resort to legal process and without Landlord being deemed guilty of trespass. Should Landlord elect to re-enter as above provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time, without terminating this Lease, make such alterations and repairs

as may be necessary in order to relet the Premises or any part thereof (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem to be advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-entry and reletting, including brokerage fees and attorney's fees incurred by the Landlord, and of costs of such alterations and such repairs; third, to the payment of Rent due and unpaid hereunder, and the balance, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

9.3.1 Notwithstanding any such reletting without termination, Landlord may at any time after an event of default elect to terminate this Lease whether for a previous uncured or current default, whereupon the rights of Tenant hereunder shall immediately cease, and in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages incurred by Landlord caused by such default, including but not limited to the cost of recovering the Premises, reasonable attorney's fees, and the then-present worth at the time of such termination of the excess, if any, of the amount of Rent and the additional payments reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

9.4 In the event Landlord incurs any costs or expenses, including reasonable attorneys' fees, enforcing any of the obligations of Tenant to be performed under this Lease, Tenant shall promptly upon demand reimburse Landlord for same.

10. CONDEMNATION

10.1 In the event that during the Term the Premises or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then in every such case the estate and interest of Tenant in any part of the Premises so taken or condemned shall cease and terminate as of the date the condemning authority takes title to the condemned portion. In the event that during the Term any portion of the Property (other than the Premises) shall be taken or condemned by any authority having the power of eminent domain, then Landlord may, at Landlord's option, terminate this Lease upon written notice to Tenant.

10.2 In the event that all or any portion of the Premises or the Property shall be taken by reason of such condemnation or action in eminent domain, then notwithstanding any statute or rules of law to the contrary, the entire award payable by reason of such eminent domain or

condemnation shall be payable to Landlord. Further, Landlord and Tenant agree that in the event the Premises are taken in condemnation or an action in eminent domain, the value of the Lease determined pursuant to such proceeding shall not set a precedent with respect to the value of any other portion of the Property adjacent to Hazeltine Boulevard which is acquired during the Term through condemnation or an action in eminent domain.

10.3 In the event of the termination of this Lease or any part thereof as the result of any condemnation or eminent domain proceedings, Tenant shall pay to Landlord all Rent and all other charges payable by the Tenant hereunder through the date of such termination.

11. ASSIGNMENT AND SUBLETTING

11.1 Tenant may not assign or sublet this Lease, either in whole or in part, without the prior written consent of the Landlord, which consent may be withheld by Landlord in its sole discretion. No such permitted assignment or subletting shall relieve the Tenant from any of the Tenant's obligations in this Lease, nor shall any assignment or transfer of this Lease be effective unless assignee or transferee shall, at the time of such assignment or transfer, assume in writing all the terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree in writing to be bound thereby. Notwithstanding anything contained herein to the contrary, in the event Tenant sells, assigns or otherwise transfers its ownership or its rights to the Golf Course, Landlord may, at its sole option, terminate this Lease upon written notice to Tenant.

11.2 Tenant shall not mortgage or otherwise create any security interest in the Tenant's leasehold in the Premises or its ownership in the improvements or any part thereof without the prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion.

12. QUIET TITLE

12.1 Subject to the matters stated in Section 12.2 below, Tenant shall, upon performing and observing all of the covenants and conditions of this Lease to be performed and observed by Tenant, quietly and peaceably hold and enjoy the Premises for and during the Term, unless this Lease is terminated as provided herein.

12.2 Landlord and Tenant acknowledge that the Premises is being leased subject to the following:

12.2.1 Any state of facts an accurate survey can show;

12.2.2 Any state of facts that personal inspection may show;

12.2.3 Rights and easements of record, if any;

12.2.4 All present and future ordinances, statutes, laws, regulations and orders of

all boards, bureaus, departments, agencies, commissions or bodies of any municipal, county, state or federal governments, now or hereafter having, requiring or asserting jurisdiction over the Premises; and

12.2.5 All present and future municipal, state or federal laws, ordinances and regulations relating to Tenant, its subtenants, or occupants of the Premises.

13. SIGNS.

13.1 Tenant, at its sole expense, shall install signage for each of the thirty (30) parking spaces in Premises, with each sign to state "Par 30 Golf Parking Only Proudly Donated by The Goodman Group", or substantially similar language, such signage content and specifications to be mutually approved by Landlord and Tenant. Tenant at its sole expense shall maintain such signs in good condition and repair during the Term. The signs shall be removed or covered by Tenant during the Non-Golf Season.

13.2 Tenant's clubhouse shall include signage provided by Landlord, at Landlord's sole expense, advertising Johnny's deli located in Landlord's building on the Property, the size and language of the advertisement to be mutually agreed upon by Landlord and Tenant.

13.3 Landlord's management company, The Goodman Group ("TGG") shall have naming rights for recognition signage to be installed at one of the new elements to be constructed on the Golf Course in conjunction with the improvements described in Section 2.3 above, in accordance with the terms set forth in that certain Gift Agreement between Learning Links of Chaska, Inc. and the John B. Goodman 2006 Irrevocable Grantor Trust, attached hereto as Exhibit E.

14. SURRENDER OF PREMISES.

14.1 Upon the expiration or earlier termination of the Term, Tenant shall surrender the Premises and improvements thereon to Landlord in the same condition as existed at the beginning of the Term, reasonable wear and tear and damage by the elements excepted.

15. NOTICES.

15.1 All notices and demands of any kind which either party may require or desire to serve upon the other in connection with this Lease shall be in writing and may be served (as an alternative to personal service) by depositing certified or registered mail, return receipt requested, in the United States mail with postage fully prepaid and addressed to the party so to be served and delivered at its address as set forth on page 1 of this Lease or such other address as the party may designate in writing to the other. Such notice shall be deemed effective on the date of personal service or two (2) days after deposit in the United States mail.

16. LANDLORD RIGHT TO CURE

16.1 If Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment, or do such act and the amount thereof shall bear interest thereon at the rate of fifteen percent (15%) per annum (or the maximum rate permitted by law, whichever is lesser) from the date paid by Landlord, and shall be paid by Tenant to Landlord on demand, but the making of such payment, or the doing of such act by the Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord may be entitled because of any breach on the part of Tenant of any covenant or condition herein nor shall the acceptance of Rent by the Landlord, either from Tenant or any subtenant, whether or not such acceptance be with knowledge on the part of the Landlord of such breach, prejudice the Landlord's privilege to invoke such remedy, which privilege shall continue until such breach is cured, as provided herein.

17. SUBORDINATION.

17.1 Tenant agrees that this Lease shall be subordinate to any mortgages that may now or hereafter be placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals and extensions thereof. Tenant's acknowledgment and agreement to subordination provided for in this Section 17 is self-operative and no further subordination shall be required; however, Tenant shall execute such further instruments subordinating this Lease as may be requested from time to time by Landlord or any mortgagee, within ten (10) days after request.

17.2 If any person shall succeed to all or part of Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, Tenant shall, if so requested or required by such successor in interest, attorn to such successor in interest and shall execute such agreement in confirmation of such attornment as such successor in interest shall reasonably request.

18. MISCELLANEOUS PROVISIONS.

18.1 The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the invalidity of any other provision hereof.

18.2 Time is of the essence of this Lease.

18.3 Article and section captions are included for convenience only.

18.4 This Lease contains all agreements of the parties with respect to any matter mentioned herein and supersedes all prior negotiations, representations, or agreements, either oral or written, including, without limitation, the Original Lease. This Lease may be modified only in a writing signed by Landlord and Tenant.

18.5 No delay or omission to exercise any right hereunder shall be considered a

waiver of such right. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of any other consents to or approvals of any subsequent acts hereunder.

18.6 If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term such occupancy shall be a tenancy from month-to-month at rent in an amount equal to one hundred fifty percent (150%) of the most-recent Annual Base Rent as specified in Article 2.1 herein, prorated and payable monthly in advance, and upon all the terms hereof.

18.7 No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.8 This Lease shall be governed by the laws of the State of Minnesota. Any dispute arising from this Lease shall be heard in the federal or state courts sitting in Carver County, Minnesota, and the parties hereto hereby irrevocably submit to the personal jurisdiction of such venues.

18.9 This Lease and the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

18.10 Landlord reserves the right to enter the Premises at all reasonable times for the purpose of examining and inspecting the same, performing such work in and about the Premises for common area maintenance or made necessary by reason of Tenant's default under any of the provisions of this Lease, and exhibiting the Property to prospective purchasers, lessees or other persons, provided that exercise of Landlord's rights of inspection and access hereunder shall not unduly interfere with the conduct of Tenant's business.

18.11 Notwithstanding anything contained in this Lease to the contrary, the parking spaces leased to Tenant herein may be included by Landlord in satisfying the parking requirements of Landlord's adjacent building, currently known as "Hazeltine Center", as required by applicable laws, codes and ordinances.

18.12 Notwithstanding anything contained in this Lease to the contrary, Landlord shall have the absolute right at any time and from time to time to change the dimensions, location and/or arrangement of entrances, parking areas, sidewalks, landscape areas, passageways and other parts of the Property, and to withdraw from the Property such portions thereof as may be necessary to construct or cause to be constructed additions to existing buildings or additional building or parking or other areas.

18.13 Notwithstanding anything contained in this Lease to the contrary, Tenant shall not record in the public records this Lease, or any memorandum thereof, without the Landlord's prior written consent, which may be withheld by Landlord at its sole discretion.

18.14 Any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed.

18.15 Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be settled solely out of proceeds of the sale of its interest in the Premises. No personal judgment shall rest against Landlord upon extinguishment of its right in the Premises and the judgment so rendered shall not give right of execution or levy against Landlord's assets.

18.16 Tenant shall at any time and from time to time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing, (i) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the date to which Rent and other charges are paid in advance, if any; (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults, if any are claimed; and (iii) such other matters as Landlord may request. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Property. Failure to sign the statement or failure to specify any default claimed shall be deemed approval of the statement submitted to Tenant by Landlord.

18.17 All representations, warranties, covenants, conditions and agreements contained herein which are either expressed as surviving the expiration or termination of this Lease, or by their nature are to be performed or observed, in whole or in part, after termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

18.18 If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment and irrespective of any court schedule of reasonable attorneys' fees.

18.19 Landlord shall have the right to temporarily relocate the Premises to substantially similar parking spaces on the Property if required due to any repair and maintenance work thereon, upon reasonably written notice to Tenant.

18.20 In the event the Golf Course is closed for one (1) or more days during a golf season for any reason, Landlord may exclusively utilize the Premises for its own purposes during such time of closure.

18.21 Tenant shall not rent or sublet all or any portion of the Premises to any other person or entity and shall not allow any food truck or other commercial business to utilize the Premises at any time. Tenant shall not use the Premises for any construction access or staging area.

18.22 Tenant shall provide TGG with one (1) free group golfing event for TGG's employees at the Golf Course each year of the Term, along with twenty-five (25) free rounds of golf at the Golf Course each year of the Term for use by tenants of Hazeltine Center and their employees, including, without limitation, TGG and its employees or by the residents/employees of any of TGG's managed properties.

18.23 This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.24 Concurrent with the execution of this Lease: (i) Tenant shall enter into a Drainage Agreement with Landlord to provide for the construction, operation and maintenance of below grade facilities and systems (at Tenant's sole cost and expense) for the transmission of storm water under and across the Golf Course from the Property on terms and conditions mutually acceptable to Landlord and Tenant; and (ii) Tenant shall enter into a Drainage Agreement with Landlord's affiliate, The Legends at Hazeltine, LLC ("Legends") to provide for the construction, operation and maintenance of below grade facilities and systems (at Tenant's sole cost and expense) for the transmission of storm water over and across the Golf Course from the property owned by Legends that is adjacent to the Property, on terms and conditions mutually acceptable to Legends and Tenant.

[MATT: THIS IS STILL UNRESOLVED]

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed and delivered this Amended and Restated Lease Agreement to be effective as of the Effective Date first written above.

LANDLORD:

HAZELTINE GATES, L.L.C.
a Delaware limited liability company

By: John B. Goodman Enterprises, Inc.
Its: Member Manager

By: Randall Benson
Its: Treasurer

TENANT:

CITY OF CHASKA,
a municipal corporation organized
under the laws of the State of
Minnesota

By: _____

Name: _____

Title: _____

EXHIBIT A
Legal Description of Property

EXHIBIT A

Parcel 1:

Tract F, Registered Land Survey No. 65, Files of Registrar of Titles.

Together with the benefits contained in Storm Sewer Easement Agreement dated June 3, 1996, filed of record June 6, 1996, as Document No. 92181 by and between the City of Chaska and The University of St. Thomas.

(Certificate No. 24155)

Parcel 2:

That part of the hereinafter described property lying Easterly of the common lot line running North and South between Tract G, Registered Land Survey No. 65 and Tract F, Registered Land Survey No. 65, extended Southerly to the Northerly right-of-way line of Hazeltine Boulevard as now laid out and traveled, said property being described as follows:

That part of Hazeltine Boulevard as dedicated on Hazeltine 1st Addition, Carver County, Minnesota, lying easterly of the easterly right of way line of State Highway Number 41 as described on Document Number T11132, a duly recorded document, Carver County, Minnesota, and lying northwesterly and northerly of the following described line:

Commencing at the southwest corner of Tract F of Registered Land Survey No. 65, Carver County, Minnesota; thence South 89 degrees 22 minutes 00 seconds East, assumed bearing, along the southerly line of said Tract F, 111.61 feet to the point of beginning of the line to be described; thence South 65 degrees 33 minutes 49 seconds West 116.25 feet; thence southwesterly, 166.27 feet along a tangential curve concave to the northwest having a radius of 380.00 feet and a central angle of 25 degrees 04 minutes 11 seconds; thence North 89 degrees 22 minutes 00 seconds West, tangent to said curve, 21.26 feet to the easterly right of way line of State Highway Number 41 as described on Document Number T11132 and said line terminating thereat.

(Certificate No. 24155)

Carver County, Minnesota

EXHIBIT B

Premises and Walkway

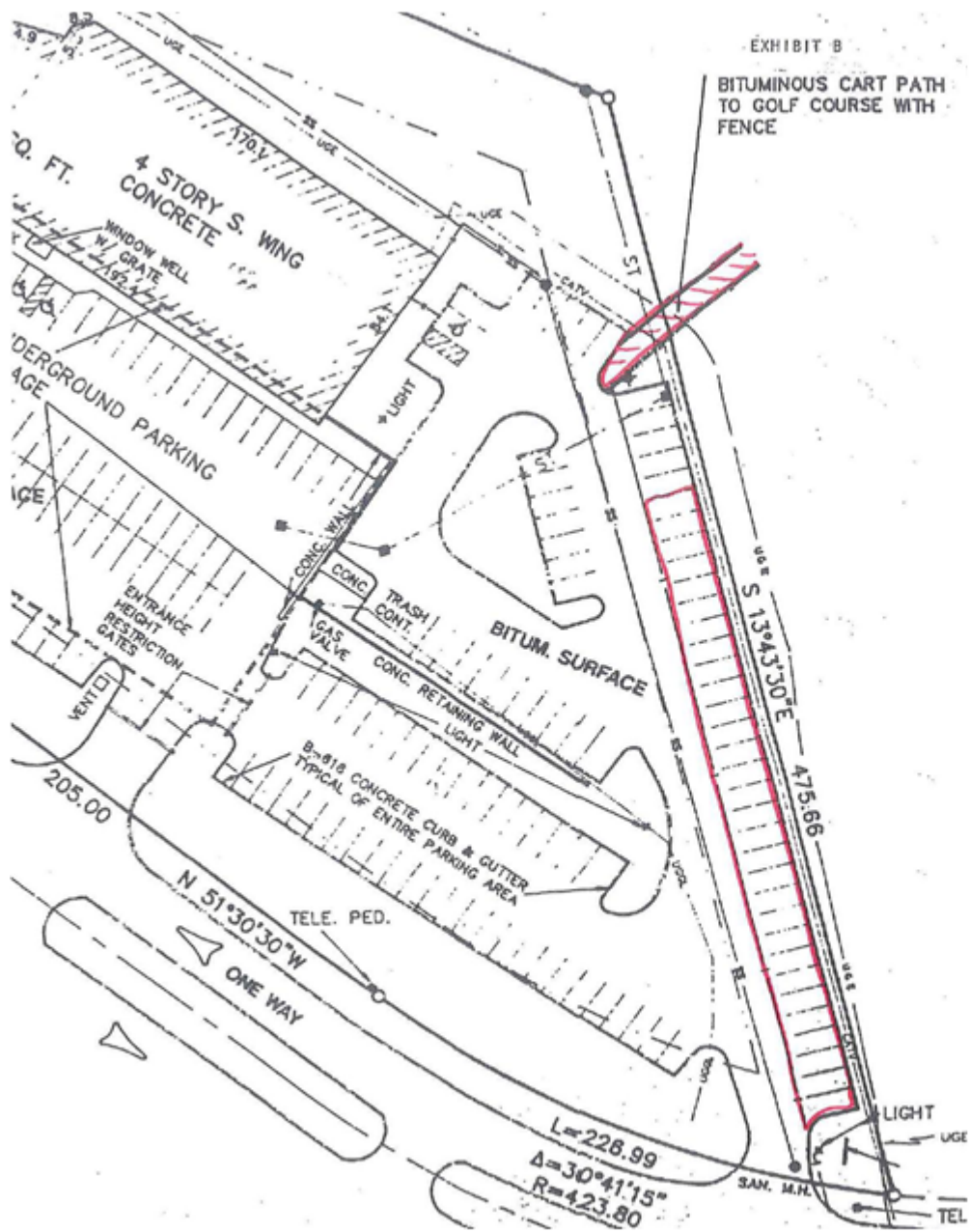


EXHIBIT C

PREMISES

RELOCATED PREMISES UPON RENT ABATEMENT COMMENCEMENT DATE

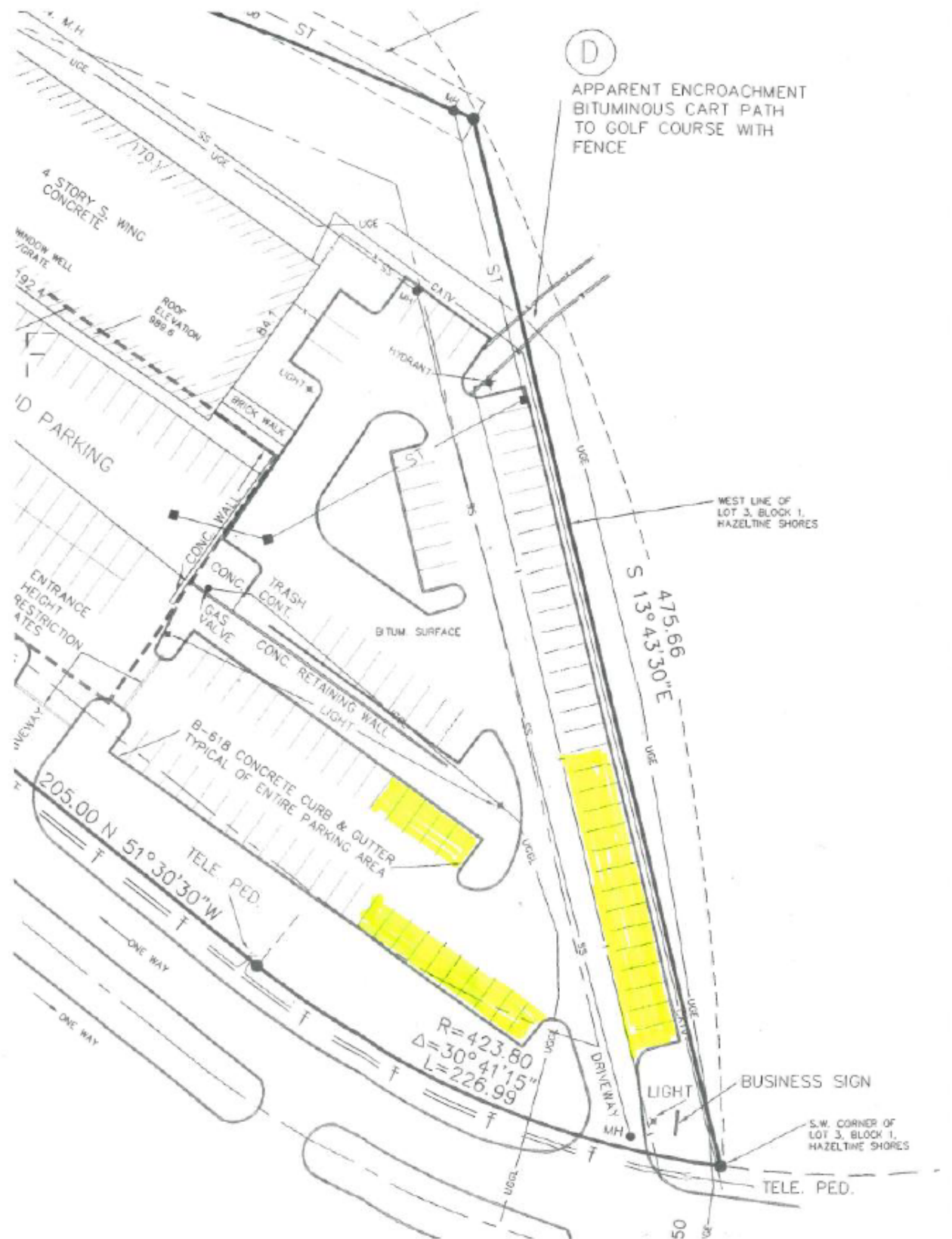


EXHIBIT D

CONCEPT MASTER PLAN PREPARED BY STANTEC

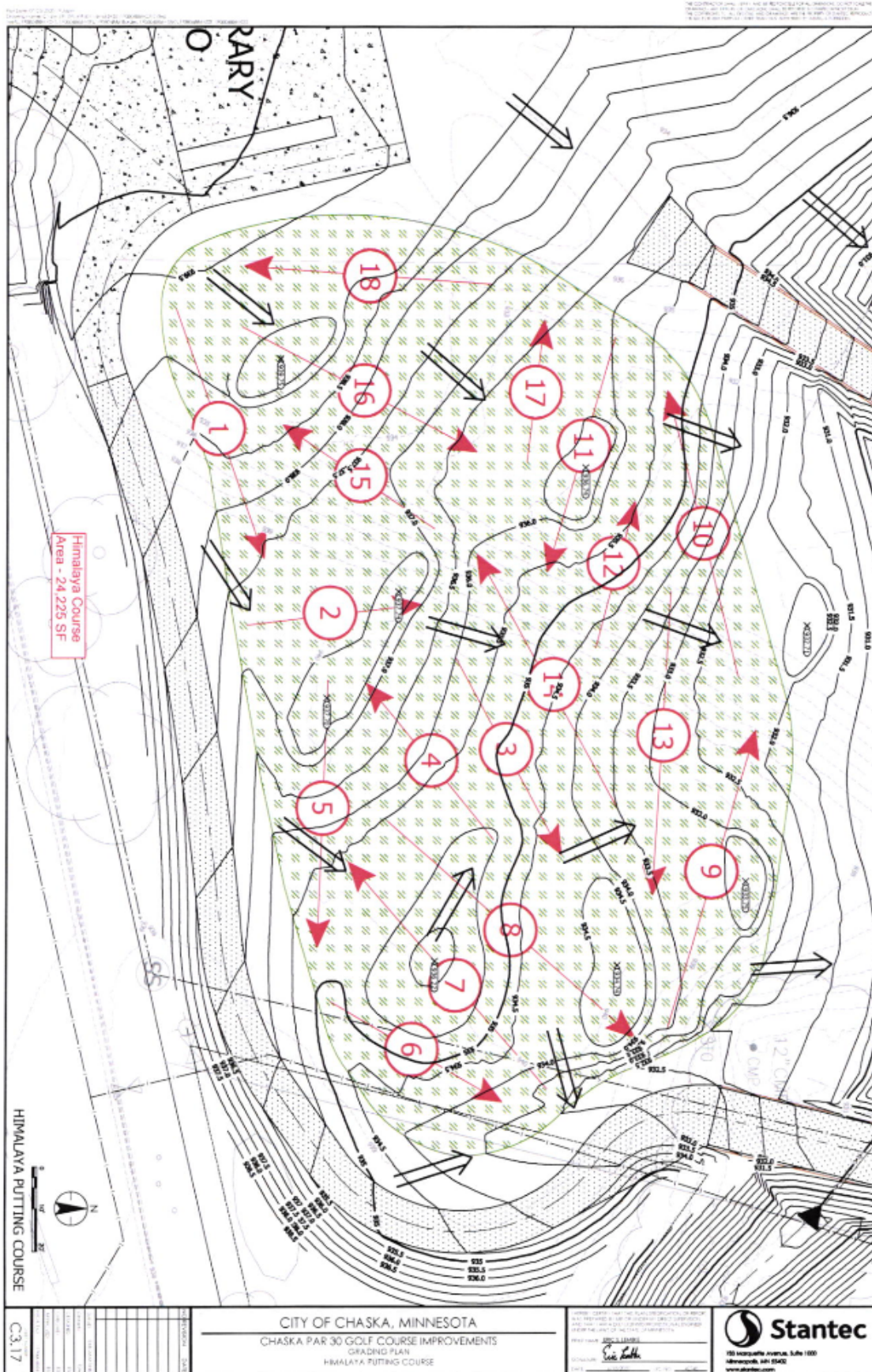


EXHIBIT E

Gift Agreement Sponsorship at the Chaska Par 30 Golf Course <Date>

The following sets forth the agreement between the John B. Goodman 2006 Irrevocable Grantor Trust (DONOR) and Learning Links of Chaska, Inc. (LEARNING LINKS), a 501(c)(3) nonprofit corporation.

Gift

The DONOR organization, in light of its commitment to supporting charitable organizations with missions that include intergenerational programming and education and the virtues it imbues, hereby pledges to donate the sum of \$25,000 to LEARNING LINKS which will be utilized for the purpose described herein.

Purpose

The DONOR's gift will be used to support the renovation costs of the Chaska Par 30 golf course that will be designed to accommodate golfers with physical and/or sensory impairments and to provide a learning and training center for new and returning golfers of all ages and abilities. In recognition of the DONOR's generous gift, LEARNING LINKS agrees to acknowledge The Goodman Group with exclusive signage ("Signage") at the new "main creek" element of the renovated Chaska Par 30 golf course that will bear the name "Legacy Creek". (Refer to Exhibit A attached hereto and made a part hereof to view the concept design for the renovated Chaska Par 30 golf course.)

Schedule and Form of Contributions

DONOR agrees to make the donation of **\$25,000** to LEARNING LINKS on or before July 15, 2020.

Recognition

LEARNING LINKS shall install the recognition Signage, at its cost, which will be designed and sited so as to be acceptable to the DONOR, LEARNING LINKS, and the City of Chaska. The content of the Signage will indicate "In honor of the legacy of Sidney & John Goodman", or similar language agreed to by DONOR. Naming rights shall exist for 25 years, commencing upon the opening date of the renovated Chaska Par 30 golf course (currently anticipated to be summer of 2022), and DONOR shall retain first right of renewal at the end of this term. Signage will comply with City of Chaska guidelines and be installed on or before the opening date of the renovated Chaska Par 30 golf course. Specific details regarding the execution of a public relations and media strategy will be set forth in a written addendum to this agreement executed by DONOR and LEARNING LINKS.

Contingency

If LEARNING LINKS fails to complete a minimum of 50% of the renovations to the Chaska Par 30 golf course as outlined in Exhibit A (including 100% completion of the "main creek" element) on or before June 1, 2022, DONOR shall be entitled to a refund of its \$25,000 donation from LEARNING LINKS within

ten (10) days after written request by DONOR and, after such refund, this agreement shall thereafter be deemed terminated and of no further force or effect.

Tax Exempt Entity

LEARNING LINKS represents that it is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. LEARNING LINKS' federal tax identification number is: 37-1750986.

Applicable Law

The agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed each of the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS HEREOF, the DONOR and LEARNING LINKS have executed this agreement on the dates set forth below.

DONOR:

JOHN B. GOODMAN 2006 IRREVOCABLE GRANTOR TRUST

By: _____

Name: _____

Title: Trustee

Date: _____

LEARNING LINKS:

LEARNING LINKS OF CHASKA, INC.

By: _____

Name: _____

Title: _____

Date: _____



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402

September 18, 2020

Honorable Mayor and City Council
City of Chaska
One City Hall Plaza
Chaska, MN 55318

Re: Chaska Par 30 Golf Course Improvements
Stantec Project No. 193804884
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on August 21, 2020. Transmitted herewith is a copy of the Bid Tabulation for your information and file. A copy will also be distributed to the Bidders once the Project has been awarded.

Bids were received from 7 Contractors. The following summarizes the results of the Bids received:

	Contractor	Total Base Bid
Low	Mid-America Golf and Landscape, Inc.	\$1,993,902.75
#2	S.M. Hentges & Sons, Inc.	\$2,120,338.00
#3	Wadsworth Golf Construction Company	\$2,220,439.55
#4	Kevitt Excavating, LLC	\$2,259,827.90
#5	Veit & Company, Inc.	\$2,295,390.00
#6	Duininck, Inc.	\$2,323,674.94
#7	Peterson Companies, Inc.	\$2,331,802.81

The low Bidder on the Project was Mid-America Golf and Landscape, Inc. with a Total Base Bid Amount of \$1,993,902.75. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Mid-America Golf and Landscape, Inc.** should be awarded the Project on the Total Base Bid Amount of **\$1,993,902.75.**

The project has been reviewed and we are able to value engineer the project reducing the scope and costs to bring it closer to the City of Chaska and Learning Links intended budget. In addition to accepting the low bid by Mid-America Golf and Landscape, Inc, it is recommended that the City Council accepts the attached Change Order No. 1 for a scope reduction of \$254,062.75. This will reduce the final awarded contract amount to \$1,739,840.00.

Should you have any questions, please feel free to contact me at (612) 712-2079.

Sincerely,

STANTEC CONSULTING SERVICES INC.



July 13, 2018
Formacoat Site Demo Bid results
Page 2 of 2

Eric Lembke, P.E.

Enclosure

Project Name: **Chaska Par 30 Golf Course Improvements**

I hereby certify that this is an exact reproduction of bids received.

Project No.:

Stantec Project No.: 193804884

Bid Opening: Friday, August 21, 2020 at 10 A.M., CDT

Owner: City of Chaska, Minnesota

Eric S. Lembke, PE

License No. 42748

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Mid-America Golf and Landscape, Inc.		S. M. Hentges & Sons, Inc.		Wadsworth Golf Construction Company		Kevitt Excavating, LLC	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 1 - REMOVALS, SITE GRADING AND EXCAVATION											
1	MOBILIZATION	LS	1	\$110,745.00	\$110,745.00	\$135,000.00	\$135,000.00	\$110,600.00	\$110,600.00	\$125,470.00	\$125,470.00
2	TRAFFIC CONTROL	LS	1	\$8,600.00	\$8,600.00	\$4,900.00	\$4,900.00	\$3,338.00	\$3,338.00	\$1,676.00	\$1,676.00
3	CLUBHOUSE DEMOLITION (INCL. PATIO)	LS	1	\$42,000.00	\$42,000.00	\$7,700.00	\$7,700.00	\$23,705.00	\$23,705.00	\$7,372.00	\$7,372.00
4	DEMOLISH EXISTING WOODEN SHADE STRUCTURE	LS	1	\$8,900.00	\$8,900.00	\$930.00	\$930.00	\$3,190.00	\$3,190.00	\$2,013.00	\$2,013.00
5	CLEARING	TREE	50	\$375.00	\$18,750.00	\$220.00	\$11,000.00	\$572.00	\$28,600.00	\$145.30	\$7,265.00
6	GRUBBING	TREE	50	\$125.00	\$6,250.00	\$82.00	\$4,100.00	\$112.25	\$5,612.50	\$55.30	\$2,765.00
7	DEMOLITION OF EX. IRRIGATION SYSTEM	LS	1	\$15,000.00	\$15,000.00	\$3,100.00	\$3,100.00	\$2,800.00	\$2,800.00	\$3,352.00	\$3,352.00
8	REMOVE PIPE SEWER (STORM)	LF	2100	\$9.00	\$18,900.00	\$8.00	\$16,800.00	\$17.60	\$36,960.00	\$3.50	\$7,350.00
9	REMOVE STORM SEWER STRUCTURE	EA	9	\$275.00	\$2,475.00	\$370.00	\$3,330.00	\$518.10	\$4,662.90	\$250.60	\$2,255.40
10	REMOVE CONCRETE CURB AND GUTTER	LF	100	\$6.00	\$600.00	\$6.40	\$640.00	\$8.42	\$842.00	\$6.60	\$660.00
11	REMOVE CONCRETE SIDEWALK	SY	75	\$6.00	\$450.00	\$10.00	\$750.00	\$12.32	\$924.00	\$8.00	\$600.00
12	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	400	\$8.00	\$3,200.00	\$3.80	\$1,520.00	\$4.84	\$1,936.00	\$5.00	\$2,000.00
13	REMOVE EX. DRINKING FOUNTAIN AND ABANDON WATER	LS	1	\$9.00	\$9.00	\$2,000.00	\$2,000.00	\$1,070.00	\$1,070.00	\$1,387.00	\$1,387.00
14	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	30	\$11.00	\$330.00	\$3.10	\$93.00	\$6.10	\$183.00	\$5.60	\$168.00
15	REMOVE BITUMINOUS PAVEMENT	SY	30	\$8.00	\$240.00	\$11.00	\$330.00	\$15.63	\$468.90	\$19.90	\$597.00
16	REMOVE SAND BUNKER	LS	1	\$6,500.00	\$6,500.00	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$1,117.00	\$1,117.00
17	SPRAY OUT EX. GRASS (BY OTHERS)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	STRIP, SALVAGE AND STOCKPILE TOPSOIL (FAIRWAYS)	LS	1	\$41,800.00	\$41,800.00	\$22,600.00	\$22,600.00	\$62,720.00	\$62,720.00	\$39,840.00	\$39,840.00
19	REMOVE SOD (GREENS)	SF	40500	\$0.18	\$7,290.00	\$0.11	\$4,455.00	\$0.10	\$4,050.00	\$0.11	\$4,455.00
20	SALVAGE EXISTING GREENS MIX	CY	600	\$10.00	\$6,000.00	\$16.00	\$9,600.00	\$12.00	\$7,200.00	\$17.90	\$10,740.00
21	IRRIGATION POND AND WETLAND TEMPORARY DEWATERING	LS	1	\$34,000.00	\$34,000.00	\$16,200.00	\$16,200.00	\$19,470.00	\$19,470.00	\$65,175.00	\$65,175.00
22	IRRIGATION POND EXCAVATION, (P)	CY	9400	\$3.90	\$36,660.00	\$6.80	\$63,920.00	\$5.06	\$47,564.00	\$7.40	\$69,560.00
23	WET MEADOW POND EXCAVATION, (P)	CY	6500	\$3.90	\$25,350.00	\$6.80	\$44,200.00	\$5.06	\$32,890.00	\$7.40	\$48,100.00
24	DRY STREAM EXCAVATION (P)	CY	3200	\$3.90	\$12,480.00	\$9.00	\$28,800.00	\$5.06	\$16,192.00	\$4.10	\$13,120.00
25	COMMON EXCAVATION (P)	CY	12400	\$2.40	\$29,760.00	\$9.30	\$115,320.00	\$5.06	\$62,744.00	\$4.10	\$50,840.00
26	DITCH CLEANING	LF	300	\$8.00	\$2,400.00	\$8.70	\$2,610.00	\$13.31	\$3,993.00	\$7.00	\$2,100.00
TOTAL PART 1 - REMOVALS, SITE GRADING AND					\$438,689.00		\$500,898.00		\$484,115.30		\$469,977.40
PART 2 - STORM SEWER IMPROVEMENTS											
27	CONNECT TO EXISTING STORM SEWER (PIPE)	EA	5	\$1,100.00	\$5,500.00	\$1,200.00	\$6,000.00	\$725.00	\$3,625.00	\$820.90	\$4,104.50
28	CONSTRUCT STRUCTURE OVER EX. PIPE	EA	2	\$3,650.00	\$7,300.00	\$1,200.00	\$2,400.00	\$1,452.00	\$2,904.00	\$2,463.00	\$4,926.00
29	15" FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$400.00	\$400.00	\$470.00	\$470.00	\$1,628.00	\$1,628.00	\$1,176.00	\$1,176.00
30	18" FLARED END SECTION, INCL. TRASH GUARD	EA	5	\$500.00	\$2,500.00	\$700.00	\$3,500.00	\$1,750.00	\$8,750.00	\$1,224.00	\$6,120.00
31	18" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$300.00	\$300.00	\$570.00	\$570.00	\$363.00	\$363.00	\$9,298.00	\$9,298.00
32	24" FLARED END SECTION, INCL. TRASH GUARD	EA	10	\$600.00	\$6,000.00	\$1,100.00	\$11,000.00	\$2,500.00	\$25,000.00	\$1,773.00	\$17,730.00
33	24" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	2	\$400.00	\$800.00	\$710.00	\$1,420.00	\$363.00	\$726.00	\$1,385.00	\$2,770.00
34	27" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$500.00	\$500.00	\$710.00	\$710.00	\$436.00	\$436.00	\$1,379.00	\$1,379.00
35	15" STORM SEWER PIPE	LF	500	\$16.00	\$8,000.00	\$38.00	\$19,000.00	\$63.60	\$31,800.00	\$34.80	\$17,400.00
36	18" STORM SEWER PIPE	LF	875	\$19.00	\$16,625.00	\$39.00	\$34,125.00	\$66.90	\$58,537.50	\$37.30	\$32,637.50
37	18" RC PIPE SEWER DES 3006, CLASS V (MATERIALS BY	LF	10	\$35.00	\$350.00	\$47.00	\$470.00	\$48.40	\$484.00	\$27.20	\$272.00
38	24" STORM SEWER PIPE	LF	230	\$25.00	\$5,750.00	\$54.00	\$12,420.00	\$79.00	\$18,170.00	\$43.60	\$10,028.00
39	24" RC PIPE SEWER DES 3006, CLASS III (MATERIALS BY	LF	70	\$45.00	\$3,150.00	\$30.00	\$2,100.00	\$36.30	\$2,541.00	\$42.40	\$2,968.00
40	27" RC PIPE SEWER DES 3006, CLASS III (MATERIALS BY	LF	40	\$55.00	\$2,200.00	\$47.00	\$1,880.00	\$36.30	\$1,452.00	\$50.10	\$2,004.00
41	CONE CBMH, MNDOT DES. M4006G (MATERIALS BY OTHERS)	EA	5	\$1,800.00	\$9,000.00	\$1,300.00	\$6,500.00	\$2,134.00	\$10,670.00	\$564.60	\$2,823.00

BIDder No. 1				BIDder No. 2				BIDder No. 3				BIDder No. 4							
BID TABULATION				Mid-America Golf and Landscape, Inc.				S. M. Hentges & Sons, Inc.				Wadsworth Golf Construction Company				Kevitt Excavating, LLC			
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total						
42	4' DIA STORM SEWER MH (MATERIALS BY OTHERS)	EA	6	\$1,600.00	\$9,600.00	\$1,300.00	\$7,800.00	\$2,650.00	\$15,900.00	\$564.60	\$3,387.60								
43	STORM SEWER TREATMENT STRUCTURE (MATERIALS BY OTHERS)	EA	2	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$3,146.00	\$6,292.00	\$3,939.00	\$7,878.00								
44	4" HDPE PERFORATED PIPE DRAIN	LF	7000	\$10.00	\$70,000.00	\$10.00	\$70,000.00	\$9.72	\$68,040.00	\$11.20	\$78,400.00								
45	4" PVC PIPE DRAIN	LF	1200	\$6.00	\$7,200.00	\$8.20	\$9,840.00	\$7.15	\$8,580.00	\$8.90	\$10,680.00								
46	6" PVC PIPE DRAIN	LF	1500	\$8.00	\$12,000.00	\$10.00	\$15,000.00	\$11.25	\$16,875.00	\$11.20	\$16,800.00								
47	8" PVC PIPE DRAIN	LF	500	\$10.00	\$5,000.00	\$22.00	\$11,000.00	\$15.00	\$7,500.00	\$15.80	\$7,900.00								
48	12" DRAIN TILE CATCH BASIN	EA	4	\$275.00	\$1,100.00	\$511.00	\$2,044.00	\$300.00	\$1,200.00	\$558.60	\$2,234.40								
49	18" DRAIN TILE CATCH BASIN	EA	4	\$375.00	\$1,500.00	\$610.00	\$2,440.00	\$650.00	\$2,600.00	\$670.40	\$2,681.60								
50	RANDOM RIPRAP CLASS III	CY	20	\$66.00	\$1,320.00	\$120.00	\$2,400.00	\$134.00	\$2,680.00	\$198.40	\$3,968.00								
51	FAIRWAY SLIT DRAINAGE	LF	10000	\$2.00	\$20,000.00	\$8.20	\$82,000.00	\$7.70	\$77,000.00	\$8.90	\$89,000.00								
52	FLEXIBLE CONCRETE GEOGRID MAT	SF	2400	\$16.00	\$38,400.00	\$6.40	\$15,360.00	\$8.15	\$19,560.00	\$7.50	\$18,000.00								
TOTAL PART 2 - STORM SEWER IMPROVEMENTS					\$241,495.00	\$326,449.00		\$393,313.50		\$356,565.60									
PART 3 - SANITARY SEWER AND WATER MAIN																			
53	CONNECT TO EX. SANITARY SEWER PIPE (SERVICE)	EA	3	\$780.00	\$2,340.00	\$620.00	\$1,860.00	\$1,254.00	\$3,762.00	\$1,377.00	\$4,131.00								
54	4" PVC PIPE CLEANOUT (SANITARY SERVICE)	EA	3	\$5.25	\$15.75	\$610.00	\$1,830.00	\$570.00	\$1,710.00	\$361.50	\$1,084.50								
55	4" PVC PIPE SEWER (SCH. 40 SERVICE PIPE)	LF	600	\$14.00	\$8,400.00	\$30.00	\$18,000.00	\$43.90	\$26,340.00	\$17.50	\$10,500.00								
56	CONNECT TO EX. WATER MAIN	EA	1	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$2,233.00	\$2,233.00	\$2,364.00	\$2,364.00								
57	CONNECT TO EX. WATER MAIN (SERVICE)	EA	2	\$3,500.00	\$7,000.00	\$570.00	\$1,140.00	\$845.00	\$1,690.00	\$1,752.00	\$3,504.00								
58	1" CORPORATION STOP	EA	3	\$1,800.00	\$5,400.00	\$560.00	\$1,680.00	\$653.00	\$1,959.00	\$1,743.00	\$5,229.00								
59	1" CURB STOP AND BOX	EA	4	\$2,200.00	\$8,800.00	\$700.00	\$2,800.00	\$828.00	\$3,312.00	\$2,725.00	\$10,900.00								
60	6" GATE VALVE AND BOX	EA	2	\$3,525.00	\$7,050.00	\$1,900.00	\$3,800.00	\$2,255.00	\$4,510.00	\$4,037.00	\$8,074.00								
61	HYDRANT	EA	1	\$7,500.00	\$7,500.00	\$4,600.00	\$4,600.00	\$5,390.00	\$5,390.00	\$6,220.00	\$6,220.00								
62	DUCTILE IRON FITTINGS	LB	400	\$18.00	\$7,200.00	\$18.00	\$7,200.00	\$13.75	\$5,500.00	\$24.70	\$9,880.00								
63	1" TYPE PE WATER SERVICE	LF	300	\$14.00	\$4,200.00	\$28.00	\$8,400.00	\$42.13	\$12,639.00	\$11.80	\$3,540.00								
64	6" PVC WATER MAIN, C900	LF	350	\$18.00	\$6,300.00	\$26.00	\$9,100.00	\$55.70	\$19,495.00	\$39.70	\$13,895.00								
65	12" PVC WATER MAIN, C900	LF	10	\$28.00	\$280.00	\$110.00	\$1,100.00	\$184.80	\$1,848.00	\$347.90	\$3,479.00								
66	DRINKING FOUNTAIN	EA	2	\$1,600.00	\$3,200.00	\$8,600.00	\$17,200.00	\$8,125.00	\$16,250.00	\$7,821.00	\$15,642.00								
67	DRINKING FOUNTAIN VALVE / METER BOX	EA	2	\$900.00	\$1,800.00	\$1,800.00	\$3,600.00	\$1,035.00	\$2,070.00	\$1,403.00	\$2,806.00								
TOTAL PART 3 - SANITARY SEWER AND WATER MAIN					\$75,985.75	\$85,310.00		\$108,708.00		\$101,248.50									
PART 4 IRRIGATION AND WELL																			
68	IRRIGATION PUMP AND WELL PUMP PIPING DEMOLITION	LS	1	\$12,000.00	\$12,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$15,660.00	\$15,660.00								
69	WELLHOUSE INTERIOR PIPING AND MISC REPAIRS	LS	1	\$9,800.00	\$9,800.00	\$12,600.00	\$12,600.00	\$1,070.00	\$1,070.00	\$18,380.00	\$18,380.00								
70	IRRIGATION WET WELL	LS	1	\$6,500.00	\$6,500.00	\$6,600.00	\$6,600.00	\$12,550.00	\$12,550.00	\$9,600.00	\$9,600.00								
71	12" PVC CLEANOUT	EA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,050.00	\$1,050.00	\$2,140.00	\$2,140.00								
72	12" X 12" PVC SEWER WYE	EA	1	\$850.00	\$850.00	\$890.00	\$890.00	\$453.00	\$453.00	\$1,285.00	\$1,285.00								
73	12" SDR 26 PVC IRRIGATION INTAKE PIPE	LF	350	\$26.00	\$9,100.00	\$72.00	\$25,200.00	\$124.50	\$43,575.00	\$46.80	\$16,380.00								
74	4" DIP WATER MAIN	LF	20	\$40.00	\$800.00	\$120.00	\$2,400.00	\$25.70	\$514.00	\$193.20	\$3,864.00								
75	6" HDPE WELL SUPPLY LINE TO POND	LF	350	\$14.00	\$4,900.00	\$44.00	\$15,400.00	\$29.90	\$10,465.00	\$31.90	\$11,165.00								
76	4" INSULATION	SY	20	\$56.00	\$1,120.00	\$21.00	\$420.00	\$9.00	\$180.00	\$51.30	\$1,026.00								
77	IMPROVED PIPE FOUNDATION	LF	700	\$14.00	\$9,800.00	\$3.90	\$2,730.00	\$3.15	\$2,205.00	\$26.30	\$18,410.00								
78	RIP RAP FOR IRRIGATION INLET / OUTLET	CY	10	\$66.00	\$660.00	\$120.00	\$1,200.00	\$151.70	\$1,517.00	\$189.50	\$1,895.00								
79	INSTALLATION OF IRRIGATION PUMP STATION, CONTROLS,	LS	1	\$26,000.00	\$26,000.00	\$8,200.00	\$8,200.00	\$3,850.00	\$3,850.00	\$11,730.00	\$11,730.00								
80	IRRIGATION SYSTEM INSTALLATION (MATERIALS BY OTHERS)	LS	1	\$135,000.00	\$135,000.00	\$147,900.00	\$147,900.00	\$207,900.00	\$207,900.00	\$162,010.00	\$162,010.00								
81	MISC. IRRIGATION SYSTEM MATERIALS	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00								
TOTAL PART 4 - IRRIGATION WELL					\$224,030.00	\$234,040.00		\$292,829.00		\$278,545.00									
PART 5 - TEE BOXES																			
82	TEE BOX PREP (DISCING / ROTOTILLING)	LS	1	\$12,000.00	\$12,000.00	\$2,600.00	\$2,600.00	\$4,800.00	\$4,800.00	\$2,793.00	\$2,793.00								
83	4" TEES MIX (COMPACTED)	TN	725	\$38.00	\$27,550.00	\$53.00	\$38,425.00	\$59.42	\$43,079.50	\$58.10	\$42,122.50								
84	INSTALL SALVAGED GREENS MIX	CY	600	\$16.00	\$9,600.00	\$15.00	\$9,000.00	\$10.00	\$6,000.00	\$16.80	\$10,080.00								
85	SHAPE TEES	SF	48000	\$0.80	\$38,400.00	\$1.35	\$64,800.00	\$0.63	\$30,240.00	\$1.10	\$52,800.00								
86	SEED BED PREP TEES AND TEE SURROUNDS INCL STARTER	SF	48000	\$0.80	\$38,400.00	\$0.05	\$2,400.00	\$0.33	\$15,840.00	\$0.03	\$1,440.00								
87	FERTILIZER	LB	900	\$1.40	\$1,260.00	\$2.00	\$1,800.00	\$0.82	\$738.00	\$2.20	\$1,980.00								
88	SEED TEE BOXES (BY OTHERS)	SF	48000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
TOTAL PART 5 - TEE BOXES					\$127,210.00	\$119,025.00		\$100,697.50		\$111,215.50									

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Mid-America Golf and Landscape, Inc.		S. M. Hentges & Sons, Inc.		Wadsworth Golf Construction Company		Kevitt Excavating, LLC	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 6 - FAIRWAYS											
89	SALVAGED TOPSOIL PLACEMENT (FAIRWAYS)	LS	1	\$53,500.00	\$53,500.00	\$63,800.00	\$63,800.00	\$54,050.00	\$54,050.00	\$69,830.00	\$69,830.00
90	FAIRWAY EARTHWORK SHAPING BY FEATURE SHAPERS	LS	1	\$54,250.00	\$54,250.00	\$47,400.00	\$47,400.00	\$36,625.00	\$36,625.00	\$51,950.00	\$51,950.00
91	SEED BED PREP FAIRWAY AND ROUGH INCL. STARTER	SF	675000	\$0.05	\$33,750.00	\$0.10	\$67,500.00	\$0.08	\$54,000.00	\$0.11	\$74,250.00
92	FERTILIZER	LB	8000	\$1.40	\$11,200.00	\$2.00	\$16,000.00	\$0.64	\$5,120.00	\$0.73	\$5,840.00
93	SEED FAIRWAYS AND ROUGH (BY OTHERS)	SF	675000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 6 - FAIRWAYS					\$152,700.00	\$194,700.00		\$149,795.00		\$201,870.00	
PART 7 - GREENS 1 - 9											
94	GREEN PREP (DISCING / ROTOTILLING)	LS	1	\$12,000.00	\$12,000.00	\$9,200.00	\$9,200.00	\$5,850.00	\$5,850.00	\$10,060.00	\$10,060.00
95	10" GREENS MIX (COMPACTED)	TN	2225	\$32.00	\$71,200.00	\$53.00	\$117,925.00	\$53.40	\$118,815.00	\$58.10	\$129,272.50
96	SHAPE GREENS	SF	58500	\$0.80	\$46,800.00	\$1.00	\$58,500.00	\$0.71	\$41,535.00	\$1.10	\$64,350.00
97	SEED BED PREP GREENS AND GREEN SURROUNDS INCL.	SF	58500	\$0.80	\$46,800.00	\$0.30	\$17,550.00	\$0.42	\$24,570.00	\$0.34	\$19,890.00
98	FERTILIZER	LB	1100	\$1.40	\$1,540.00	\$2.00	\$2,200.00	\$0.80	\$880.00	\$58.10	\$63,910.00
99	SEED GREENS (BY OTHERS)	SF	58500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 7 - GREENS 1 - 9					\$178,340.00	\$205,375.00		\$191,650.00		\$287,482.50	
PART 8 - TEACHING AND HIMALAYAN GREEN											
100	GREEN PREP (DISCING / ROTOTILLING)	LS	1	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00	\$2,850.00	\$2,850.00	\$2,793.00	\$2,793.00
101	10" GREENS MIX (COMPACTED)	TN	1075	\$32.00	\$34,400.00	\$53.00	\$56,975.00	\$53.40	\$57,405.00	\$58.10	\$62,457.50
102	SHAPE GREENS	SF	28500	\$0.80	\$22,800.00	\$1.00	\$28,500.00	\$0.68	\$19,380.00	\$1.10	\$31,350.00
103	SEED BED PREP GREENS AND GREEN SURROUNDS INCL.	SF	28500	\$0.80	\$22,800.00	\$0.30	\$8,550.00	\$0.46	\$13,110.00	\$0.34	\$9,690.00
104	FERTILIZER	LB	500	\$1.40	\$700.00	\$2.00	\$1,000.00	\$0.80	\$400.00	\$0.34	\$170.00
105	SEED GREENS (BY OTHERS)	SF	28500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 8 - TEACHING AND HIMALAYAN GREEN					\$83,200.00	\$97,625.00		\$93,145.00		\$106,460.50	
PART 9 - TRAILS, SIDEWALK AND PATIO											
106	AGGREGATE BASE, CLASS 5	TN	400	\$35.00	\$14,000.00	\$27.00	\$10,800.00	\$45.57	\$18,228.00	\$40.60	\$16,240.00
107	BITUMINOUS TRAIL 3"	TN	200	\$320.00	\$64,000.00	\$110.00	\$22,000.00	\$136.00	\$27,200.00	\$242.30	\$48,460.00
108	BITUMINOUS PATCHING - 6" THICK	SY	30	\$190.00	\$5,700.00	\$88.00	\$2,640.00	\$99.00	\$2,970.00	\$95.50	\$2,865.00
109	4" THICK CONCRETE W/ SAWCUT JOINTS	SF	9100	\$10.00	\$91,000.00	\$9.00	\$81,900.00	\$6.34	\$57,694.00	\$5.80	\$52,780.00
110	6" THICK CONCRETE W/ SAWCUT JOINTS	SF	2700	\$12.00	\$32,400.00	\$10.00	\$27,000.00	\$7.93	\$21,411.00	\$7.20	\$19,440.00
111	6" CONCRETE PEDESTRIAN CURB RAMPS	SF	750	\$11.00	\$8,250.00	\$13.00	\$9,750.00	\$12.55	\$9,412.50	\$11.20	\$8,400.00
112	6" REINFORCED CONCRETE	SF	400	\$14.00	\$5,600.00	\$20.00	\$8,000.00	\$11.67	\$4,668.00	\$10.30	\$4,120.00
113	TRUNCATED DOMES	SF	64	\$18.00	\$1,152.00	\$47.00	\$3,008.00	\$77.00	\$4,928.00	\$78.20	\$5,004.80
114	B618 CURB AND GUTTER	LF	140	\$28.00	\$3,920.00	\$40.00	\$5,600.00	\$32.80	\$4,592.00	\$27.50	\$3,850.00
115	CONCRETE STEPS	LS	1	\$19,400.00	\$19,400.00	\$17,900.00	\$17,900.00	\$14,088.00	\$14,088.00	\$13,040.00	\$13,040.00
116	PAINTED GALVANIZED STEEL RAILING	LS	1	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$3,750.00	\$3,750.00
117	SIGN PANELS, TYPE C	SF	3	\$8.00	\$24.00	\$100.00	\$300.00	\$88.00	\$264.00	\$424.00	\$1,272.00
118	4" SOLID LINE, EPOXY	LF	700	\$8.00	\$5,600.00	\$2.60	\$1,820.00	\$7.36	\$5,152.00	\$2.75	\$1,925.00
119	PAVEMENT MESSAGE, EPOXY	EA	2	\$525.00	\$1,050.00	\$300.00	\$600.00	\$1,150.00	\$2,300.00	\$329.60	\$659.20
120	ADJUST STRUCTURE	EA	1	\$2,100.00	\$2,100.00	\$480.00	\$480.00	\$1,500.00	\$1,500.00	\$2,052.00	\$2,052.00
121	8' X 16' PREFABRICATED SHADE STRUCTURE	LS	1	\$15,325.00	\$15,325.00	\$21,700.00	\$21,700.00	\$13,600.00	\$13,600.00	\$22,230.00	\$22,230.00
TOTAL PART 9 - TRAILS, SIDEWALK AND PATIO					\$274,721.00	\$218,498.00		\$199,007.50		\$206,088.00	
PART 10 - WETLAND SEEDING											
122	HERBICIDE TREATMENT OF WETLAND (BY OTHERS)	AC	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
123	WETLAND PLUGS (BY OTHERS)	EA	2500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
124	WETLAND SEEDING (BY OTHERS)	AC	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
125	EROSION CONTROL BLANKET, CATEGORY 3N (BY OTHERS)	SY	11500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126	MNDOT 34-181 SEED MIX (BY OTHERS)	LB	5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
127	WET MEADOW FORB / SEDGE / RUSH STATE PILOT MIX (BY OTHERS)	LB	40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
128	MESIC SHORT URBAN BUFFER SHOUTH & WEST STATE PILOT	LB	200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
129	MNDOT 34-261 SEED MIX (BY OTHERS)	LB	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 10 - WETLAND SEEDING					\$0.00	\$0.00		\$0.00		\$0.00	

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Mid-America Golf and Landscape, Inc.		S. M. Hentges & Sons, Inc.		Wadsworth Golf Construction Company		Kevitt Excavating, LLC	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 11 - LANDSCAPING											
130	1 GAL CONT. PERENNIAL	EA	358	\$34.00	\$12,172.00	\$18.00	\$6,444.00	\$26.40	\$9,451.20	\$19.60	\$7,016.80
131	2 GAL CONT. PERENNIAL	EA	233	\$40.00	\$9,320.00	\$29.00	\$6,757.00	\$33.00	\$7,689.00	\$31.30	\$7,292.90
132	3 GAL CONT. SHRUB	EA	17	\$80.00	\$1,360.00	\$46.00	\$782.00	\$66.00	\$1,122.00	\$19.60	\$333.20
133	5 GAL CONT. SHRUB	EA	11	\$90.00	\$990.00	\$52.00	\$572.00	\$82.55	\$908.05	\$55.90	\$614.90
134	1.75" BB DECIDUOUS TREE	EA	5	\$420.00	\$2,100.00	\$300.00	\$1,500.00	\$429.00	\$2,145.00	\$324.00	\$1,620.00
135	2.5" BB DECIDUOUS TREE	EA	27	\$535.00	\$14,445.00	\$511.00	\$13,797.00	\$545.00	\$14,715.00	\$558.60	\$15,082.20
136	6' BB EVERGREEN TREE	EA	6	\$375.00	\$2,250.00	\$310.00	\$1,860.00	\$385.00	\$2,310.00	\$335.20	\$2,011.20
137	LANDSCAPE STEEL EDGER	LF	40	\$12.00	\$480.00	\$11.00	\$440.00	\$8.80	\$352.00	\$12.30	\$492.00
138	TIMBER LANDSCAPE EDGING FOR DRY CREEK CROSSINGS	LF	625	\$55.00	\$34,375.00	\$9.20	\$5,750.00	\$49.50	\$30,937.50	\$10.10	\$6,312.50
TOTAL PART 11 - LANDSCAPING					\$77,492.00		\$37,902.00		\$69,629.75		\$40,775.70
PART 12 - EROSION CONTROL											
139	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$5,150.00	\$5,150.00	\$3,100.00	\$3,100.00	\$5,000.00	\$5,000.00	\$4,773.00	\$4,773.00
140	SILT FENCE - MS	LF	15000	\$2.90	\$43,500.00	\$2.20	\$33,000.00	\$3.50	\$52,500.00	\$2.50	\$37,500.00
141	BIO ROLLS, TYPE WOOD FIBER	LF	500	\$3.10	\$1,550.00	\$3.90	\$1,950.00	\$4.25	\$2,125.00	\$5.80	\$2,900.00
142	INLET PROTECTION - CATCH BASIN	EA	15	\$325.00	\$4,875.00	\$290.00	\$4,350.00	\$327.00	\$4,905.00	\$253.80	\$3,807.00
143	ROCK DITCH CHECK	EA	20	\$1,150.00	\$23,000.00	\$220.00	\$4,400.00	\$740.00	\$14,800.00	\$703.20	\$14,064.00
144	EROSION CONTROL BLANKET, CATEGORY 3N	SY	1500	\$2.25	\$3,375.00	\$2.60	\$3,900.00	\$1.65	\$2,475.00	\$1.80	\$2,700.00
145	WATER FOR DUST CONTROL	MGAL	100	\$80.00	\$8,000.00	\$60.00	\$6,000.00	\$270.00	\$27,000.00	\$11.20	\$1,120.00
146	TYPE 1 MULCH W/DISC ANCHOR	TN	64	\$220.00	\$14,080.00	\$91.00	\$5,824.00	\$220.00	\$14,080.00	\$223.50	\$14,304.00
147	TEMPORARY SEEDING	AC	32	\$180.00	\$5,760.00	\$850.00	\$27,200.00	\$165.00	\$5,280.00	\$167.60	\$5,363.20
148	MNDOT 21-112 SEED MIX	LB	3200	\$1.25	\$4,000.00	\$0.56	\$1,792.00	\$0.87	\$2,784.00	\$0.84	\$2,688.00
149	STREET SWEEPING W/PICKUP BROOM WITH OPPORATOR	HR	50	\$135.00	\$6,750.00	\$180.00	\$9,000.00	\$132.00	\$6,600.00	\$207.60	\$10,380.00
TOTAL PART 12 - EROSION CONTROL					\$120,040.00		\$100,516.00		\$137,549.00		\$99,599.20
BASE BID SUMMARY:											
TOTAL PART 1 - REMOVALS, SITE GRADING AND					\$438,689.00		\$500,898.00		\$484,115.30		\$469,977.40
TOTAL PART 2 - STORM SEWER IMPROVEMENTS					\$241,495.00		\$326,449.00		\$393,313.50		\$356,565.60
TOTAL PART 3 - SANITARY SEWER AND WATER MAIN					\$75,985.75		\$85,310.00		\$108,708.00		\$101,248.50
TOTAL PART 4 - IRRIGATION WELL					\$224,030.00		\$234,040.00		\$292,829.00		\$278,545.00
TOTAL PART 5 - TEE BOXES					\$127,210.00		\$119,025.00		\$100,697.50		\$111,215.50
TOTAL PART 6 - FAIRWAYS					\$152,700.00		\$194,700.00		\$149,795.00		\$201,870.00
TOTAL PART 7 - GREENS 1 - 9					\$178,340.00		\$205,375.00		\$191,650.00		\$287,482.50
TOTAL PART 8 - TEACHING AND HIMALAYAN GREEN					\$83,200.00		\$97,625.00		\$93,145.00		\$106,460.50
TOTAL PART 9 - TRAILS, SIDEWALK AND PATIO					\$274,721.00		\$218,498.00		\$199,007.50		\$206,088.00
TOTAL PART 10 - WETLAND SEEDING					\$0.00		\$0.00		\$0.00		\$0.00
TOTAL PART 11 - LANDSCAPING					\$77,492.00		\$37,902.00		\$69,629.75		\$40,775.70
TOTAL PART 12 - EROSION CONTROL					\$120,040.00		\$100,516.00		\$137,549.00		\$99,599.20
TOTAL BASE BID					\$1,993,902.75		\$2,120,338.00		\$2,220,439.55		\$2,259,827.90
Contractor Name and Address:				Mid-America Golf and Landscape, Inc.		S. M. Hentges & Sons, Inc.		Wadsworth Golf Construction Company		Kevitt Excavating, LLC	
				1621 SE Summit St.		650 Quaker Avenue		13941 S Van Dyke Road		3335 Pennsylvania Avenue North	
				Lee's Summit, MO 64081		Jordan, MN 55352		Plainfield, IL 60544		Crystal, MN 55427	
Phone:				816-524-0010		(952) 595-5102		815-436-8400		(763) 545-3557	
Email:				mcordell@mid-america-golf.com		steve.pisha@smhentges.com		gregk@wadsworthgolf.com		luishb@kevitt.com	
Signed By:				Mike Cordell		Nathan Hentges		Greg Kometa		Luis Berrospid	
Title:				Treasurer/Secretary		Business Director		Vice President		VP of Project Management	
Signed Responsible Contractor Certificate:				Yes		Yes		Yes		Yes	
Bid Security:				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				1,2,3,4,5,6		1,2,3,4,5,6		1,2,3,4,5,6		1,2,3,4,5,6	

BID TABULATION				Bidder No. 5		Bidder No. 6		Bidder No. 7	
				Veit & Company, Inc.		Duininck, Inc.		Peterson Companies, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 1 - REMOVALS, SITE GRADING AND EXCAVATION									
1	MOBILIZATION	LS	1	\$170,000.00	\$170,000.00	\$115,000.00	\$115,000.00	\$75,465.00	\$75,465.00
2	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	\$3,600.00	\$3,600.00	\$2,856.00	\$2,856.00
3	CLUBHOUSE DEMOLITION (INCL. PATIO)	LS	1	\$16,250.00	\$16,250.00	\$24,000.00	\$24,000.00	\$21,295.00	\$21,295.00
4	DEMOLISH EXISTING WOODEN SHADE STRUCTURE	LS	1	\$2,660.00	\$2,660.00	\$1,500.00	\$1,500.00	\$1,444.00	\$1,444.00
5	CLEARING	TREE	50	\$150.00	\$7,500.00	\$220.00	\$11,000.00	\$129.00	\$6,450.00
6	GRUBBING	TREE	50	\$58.00	\$2,900.00	\$80.00	\$4,000.00	\$145.00	\$7,250.00
7	DEMOLITION OF EX. IRRIGATION SYSTEM	LS	1	\$8,040.00	\$8,040.00	\$8,000.00	\$8,000.00	\$6,036.00	\$6,036.00
8	REMOVE PIPE SEWER (STORM)	LF	2100	\$21.00	\$44,100.00	\$8.18	\$17,178.00	\$8.18	\$17,178.00
9	REMOVE STORM SEWER STRUCTURE	EA	9	\$455.00	\$4,095.00	\$521.78	\$4,696.02	\$521.78	\$4,696.02
10	REMOVE CONCRETE CURB AND GUTTER	LF	100	\$5.50	\$550.00	\$6.75	\$675.00	\$6.75	\$675.00
11	REMOVE CONCRETE SIDEWALK	SY	75	\$6.00	\$450.00	\$10.60	\$795.00	\$10.60	\$795.00
12	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	400	\$4.00	\$1,600.00	\$3.98	\$1,592.00	\$3.98	\$1,592.00
13	REMOVE EX. DRINKING FOUNTAIN AND ABANDON WATER	LS	1	\$1,300.00	\$1,300.00	\$2,639.00	\$2,639.00	\$2,639.00	\$2,639.00
14	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	30	\$4.00	\$120.00	\$16.17	\$485.10	\$16.17	\$485.10
15	REMOVE BITUMINOUS PAVEMENT	SY	30	\$17.50	\$525.00	\$19.17	\$575.10	\$19.17	\$575.10
16	REMOVE SAND BUNKER	LS	1	\$1,270.00	\$1,270.00	\$3,112.50	\$3,112.50	\$3,113.00	\$3,113.00
17	SPRAY OUT EX. GRASS (BY OTHERS)	LS	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	STRIP, SALVAGE AND STOCKPILE TOPSOIL (FAIRWAYS)	LS	1	\$48,700.00	\$48,700.00	\$43,156.00	\$43,156.00	\$43,156.00	\$43,156.00
19	REMOVE SOD (GREENS)	SF	40500	\$0.12	\$4,860.00	\$0.21	\$8,505.00	\$0.21	\$8,505.00
20	SALVAGE EXISTING GREENS MIX	CY	600	\$20.50	\$12,300.00	\$8.01	\$4,806.00	\$8.01	\$4,806.00
21	IRRIGATION POND AND WETLAND TEMPORARY DEWATERING	LS	1	\$10,000.00	\$10,000.00	\$15,271.00	\$15,271.00	\$15,271.00	\$15,271.00
22	IRRIGATION POND EXCAVATION, (P)	CY	9400	\$5.50	\$51,700.00	\$3.82	\$35,908.00	\$3.82	\$35,908.00
23	WET MEADOW POND EXCAVATION, (P)	CY	6500	\$3.10	\$20,150.00	\$2.15	\$13,975.00	\$2.15	\$13,975.00
24	DRY STREAM EXCAVATION (P)	CY	3200	\$5.80	\$18,560.00	\$4.33	\$13,856.00	\$4.33	\$13,856.00
25	COMMON EXCAVATION (P)	CY	12400	\$6.40	\$79,360.00	\$15.00	\$186,000.00	\$20.17	\$250,108.00
26	DITCH CLEANING	LF	300	\$4.50	\$1,350.00	\$11.74	\$3,522.00	\$11.74	\$3,522.00
TOTAL PART 1 - REMOVALS, SITE GRADING AND					\$510,840.00		\$523,846.72		\$541,651.22
PART 2 - STORM SEWER IMPROVEMENTS									
27	CONNECT TO EXISTING STORM SEWER (PIPE)	EA	5	\$1,500.00	\$7,500.00	\$934.75	\$4,673.75	\$934.75	\$4,673.75
28	CONSTRUCT STRUCTURE OVER EX. PIPE	EA	2	\$1,500.00	\$3,000.00	\$3,681.75	\$7,363.50	\$3,681.75	\$7,363.50
29	15" FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$1,090.00	\$1,090.00	\$443.74	\$443.74	\$444.00	\$444.00
30	18" FLARED END SECTION, INCL. TRASH GUARD	EA	5	\$1,170.00	\$5,850.00	\$486.74	\$2,433.70	\$486.74	\$2,433.70
31	18" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$1,300.00	\$1,300.00	\$450.88	\$450.88	\$451.00	\$451.00
32	24" FLARED END SECTION, INCL. TRASH GUARD	EA	10	\$1,360.00	\$13,600.00	\$748.40	\$7,484.00	\$748.40	\$7,484.00
33	24" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	2	\$1,350.00	\$2,700.00	\$662.98	\$1,325.96	\$662.98	\$1,325.96
34	27" RCP FLARED END SECTION, INCL. TRASH GUARD	EA	1	\$1,360.00	\$1,360.00	\$676.32	\$676.32	\$677.00	\$677.00
35	15" STORM SEWER PIPE	LF	500	\$41.00	\$20,500.00	\$21.42	\$10,710.00	\$21.42	\$10,710.00
36	18" STORM SEWER PIPE	LF	875	\$38.00	\$33,250.00	\$25.52	\$22,330.00	\$25.52	\$22,330.00
37	18" RC PIPE SEWER DES 3006, CLASS V (MATERIALS BY	LF	10	\$37.00	\$370.00	\$34.48	\$344.80	\$34.48	\$344.80
38	24" STORM SEWER PIPE	LF	230	\$65.00	\$14,950.00	\$42.02	\$9,664.60	\$42.02	\$9,664.60
39	24" RC PIPE SEWER DES 3006, CLASS III (MATERIALS BY	LF	70	\$43.00	\$3,010.00	\$26.94	\$1,885.80	\$26.94	\$1,885.80
40	27" RC PIPE SEWER DES 3006, CLASS III (MATERIALS BY	LF	40	\$44.00	\$1,760.00	\$28.55	\$1,142.00	\$28.55	\$1,142.00
41	CONE CBMH, MNDOT DES. M4006G (MATERIALS BY OTHERS)	EA	5	\$1,880.00	\$9,400.00	\$1,526.75	\$7,633.75	\$1,526.75	\$7,633.75

BID TABULATION				Bidder No. 5		Bidder No. 6		Bidder No. 7	
Item Num	Item	Units	Qty	Veit & Company, Inc.		Duininck, Inc.		Peterson Companies, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
42	4" DIA STORM SEWER MH (MATERIALS BY OTHERS)	EA	6	\$1,880.00	\$11,280.00	\$2,055.08	\$12,330.48	\$2,055.08	\$12,330.48
43	STORM SEWER TREATMENT STRUCTURE (MATERIALS BY OTHERS)	EA	2	\$2,730.00	\$5,460.00	\$856.00	\$1,712.00	\$856.00	\$1,712.00
44	4" HDPE PERFORATED PIPE DRAIN	LF	7000	\$11.50	\$80,500.00	\$20.00	\$140,000.00	\$20.00	\$140,000.00
45	4" PVC PIPE DRAIN	LF	1200	\$9.10	\$10,920.00	\$16.00	\$19,200.00	\$7.79	\$9,348.00
46	6" PVC PIPE DRAIN	LF	1500	\$12.00	\$18,000.00	\$18.00	\$27,000.00	\$9.85	\$14,775.00
47	8" PVC PIPE DRAIN	LF	500	\$44.50	\$22,250.00	\$22.00	\$11,000.00	\$12.77	\$6,385.00
48	12" DRAIN TILE CATCH BASIN	EA	4	\$600.00	\$2,400.00	\$600.00	\$2,400.00	\$589.19	\$2,356.76
49	18" DRAIN TILE CATCH BASIN	EA	4	\$700.00	\$2,800.00	\$800.00	\$3,200.00	\$774.63	\$3,098.52
50	RANDOM RIPRAP CLASS III	CY	20	\$103.00	\$2,060.00	\$130.00	\$2,600.00	\$123.45	\$2,469.00
51	FAIRWAY SLIT DRAINAGE	LF	10000	\$9.10	\$91,000.00	\$12.00	\$120,000.00	\$3.34	\$33,400.00
52	FLEXIBLE CONCRETE GEOGRID MAT	SF	2400	\$6.50	\$15,600.00	\$6.22	\$14,928.00	\$6.22	\$14,928.00
TOTAL PART 2 - STORM SEWER IMPROVEMENTS					\$381,910.00		\$432,933.28		\$319,366.62
PART 3 - SANITARY SEWER AND WATER MAIN									
53	CONNECT TO EX. SANITARY SEWER PIPE (SERVICE)	EA	3	\$2,560.00	\$7,680.00	\$2,708.17	\$8,124.51	\$2,708.17	\$8,124.51
54	4" PVC PIPE CLEANOUT (SANITARY SERVICE)	EA	3	\$755.00	\$2,265.00	\$973.17	\$2,919.51	\$973.17	\$2,919.51
55	4" PVC PIPE SEWER (SCH. 40 SERVICE PIPE)	LF	600	\$49.25	\$29,550.00	\$20.38	\$12,228.00	\$20.38	\$12,228.00
56	CONNECT TO EX. WATER MAIN	EA	1	\$6,590.00	\$6,590.00	\$3,076.00	\$3,076.00	\$3,076.00	\$3,076.00
57	CONNECT TO EX. WATER MAIN (SERVICE)	EA	2	\$2,810.00	\$5,620.00	\$1,688.00	\$3,376.00	\$1,688.00	\$3,376.00
58	1" CORPORATION STOP	EA	3	\$301.00	\$903.00	\$487.50	\$1,462.50	\$487.50	\$1,462.50
59	1" CURB STOP AND BOX	EA	4	\$458.00	\$1,832.00	\$1,046.00	\$4,184.00	\$1,046.00	\$4,184.00
60	6" GATE VALVE AND BOX	EA	2	\$1,700.00	\$3,400.00	\$2,298.50	\$4,597.00	\$2,298.50	\$4,597.00
61	HYDRANT	EA	1	\$4,860.00	\$4,860.00	\$464.50	\$464.50	\$4,643.00	\$4,643.00
62	DUCTILE IRON FITTINGS	LB	400	\$5.50	\$2,200.00	\$3.72	\$1,488.00	\$3.72	\$1,488.00
63	1" TYPE PE WATER SERVICE	LF	300	\$30.75	\$9,225.00	\$17.89	\$5,367.00	\$17.89	\$5,367.00
64	6" PVC WATER MAIN, C900	LF	350	\$37.00	\$12,950.00	\$19.30	\$6,755.00	\$19.30	\$6,755.00
65	12" PVC WATER MAIN, C900	LF	10	\$84.50	\$845.00	\$34.70	\$347.00	\$34.70	\$347.00
66	DRINKING FOUNTAIN	EA	2	\$8,670.00	\$17,340.00	\$6,407.50	\$12,815.00	\$6,407.50	\$12,815.00
67	DRINKING FOUNTAIN VALVE / METER BOX	EA	2	\$628.00	\$1,256.00	\$565.50	\$1,131.00	\$565.50	\$1,131.00
TOTAL PART 3 - SANITARY SEWER AND WATER MAIN					\$106,516.00		\$68,335.02		\$72,513.52
PART 4 IRRIGATION AND WELL									
68	IRRIGATION PUMP AND WELL PUMP PIPING DEMOLITION	LS	1	\$1,650.00	\$1,650.00	\$4,000.00	\$4,000.00	\$11,000.00	\$11,000.00
69	WELLHOUSE INTERIOR PIPING AND MISC REPAIRS	LS	1	\$17,000.00	\$17,000.00	\$9,000.00	\$9,000.00	\$16,000.00	\$16,000.00
70	IRRIGATION WET WELL	LS	1	\$7,990.00	\$7,990.00	\$13,218.00	\$13,218.00	\$13,218.00	\$13,218.00
71	12" PVC CLEANOUT	EA	1	\$2,450.00	\$2,450.00	\$2,083.25	\$2,083.25	\$2,084.00	\$2,084.00
72	12" X 12" PVC SEWER WYE	EA	1	\$654.00	\$654.00	\$610.75	\$610.75	\$611.00	\$611.00
73	12" SDR 26 PVC IRRIGATION INTAKE PIPE	LF	350	\$71.00	\$24,850.00	\$38.28	\$13,398.00	\$38.28	\$13,398.00
74	4" DIP WATER MAIN	LF	20	\$108.00	\$2,160.00	\$80.00	\$1,600.00	\$80.00	\$1,600.00
75	6" HDPE WELL SUPPLY LINE TO POND	LF	350	\$51.00	\$17,850.00	\$30.32	\$10,612.00	\$30.32	\$10,612.00
76	4" INSULATION	SY	20	\$40.00	\$800.00	\$70.35	\$1,407.00	\$70.35	\$1,407.00
77	IMPROVED PIPE FOUNDATION	LF	700	\$7.50	\$5,250.00	\$6.46	\$4,522.00	\$6.46	\$4,522.00
78	RIP RAP FOR IRRIGATION INLET / OUTLET	CY	10	\$93.00	\$930.00	\$123.45	\$1,234.50	\$123.45	\$1,234.50
79	INSTALLATION OF IRRIGATION PUMP STATION, CONTROLS,	LS	1	\$9,500.00	\$9,500.00	\$13,000.00	\$13,000.00	\$26,000.00	\$26,000.00
80	IRRIGATION SYSTEM INSTALLATION (MATERIALS BY OTHERS)	LS	1	\$165,000.00	\$165,000.00	\$214,000.00	\$214,000.00	\$214,000.00	\$214,000.00
81	MISC. IRRIGATION SYSTEM MATERIALS	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL PART 4 - IRRIGATION WELL					\$261,084.00		\$293,685.50		\$320,686.50
PART 5 - TEE BOXES									
82	TEE BOX PREP (DISCING / ROTOTILLING)	LS	1	\$2,900.00	\$2,900.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00
83	4" TEES MIX (COMPACTED)	TN	725	\$59.00	\$42,775.00	\$44.00	\$31,900.00	\$44.00	\$31,900.00
84	INSTALL SALVAGED GREENS MIX	CY	600	\$14.50	\$8,700.00	\$8.40	\$5,040.00	\$8.40	\$5,040.00
85	SHAPE TEES	SF	48000	\$1.15	\$55,200.00	\$0.40	\$19,200.00	\$0.65	\$31,200.00
86	SEED BED PREP TEES AND TEE SURROUNDS INCL STARTER	SF	48000	\$0.05	\$2,400.00	\$0.20	\$9,600.00	\$0.20	\$9,600.00
87	FERTILIZER	LB	900	\$2.30	\$2,070.00	\$1.45	\$1,305.00	\$1.45	\$1,305.00
88	SEED TEE BOXES (BY OTHERS)	SF	48000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 5 - TEE BOXES					\$114,045.00		\$101,045.00		\$113,045.00

BID TABULATION				Bidder No. 5		Bidder No. 6		Bidder No. 7	
				Veit & Company, Inc.		Duininck, Inc.		Peterson Companies, Inc.	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 6 - FAIRWAYS									
89	SALVAGED TOPSOIL PLACEMENT (FAIRWAYS)	LS	1	\$86,530.00	\$86,530.00	\$40,104.00	\$40,104.00	\$40,104.00	\$40,104.00
90	FAIRWAY EARTHWORK SHAPING BY FEATURE SHAPERS	LS	1	\$78,930.00	\$78,930.00	\$82,000.00	\$82,000.00	\$82,000.00	\$82,000.00
91	SEED BED PREP FAIRWAY AND ROUGH INCL. STARTER	SF	675000	\$0.12	\$81,000.00	\$0.10	\$67,500.00	\$0.08	\$54,000.00
92	FERTILIZER	LB	8000	\$1.00	\$8,000.00	\$1.20	\$9,600.00	\$2.05	\$16,400.00
93	SEED FAIRWAYS AND ROUGH (BY OTHERS)	SF	675000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 6 - FAIRWAYS					\$254,460.00		\$199,204.00		\$192,504.00
PART 7 - GREENS 1 - 9									
94	GREEN PREP (DISCING / ROTOTILLING)	LS	1	\$10,500.00	\$10,500.00	\$87,000.00	\$87,000.00	\$87,000.00	\$87,000.00
95	10" GREENS MIX (COMPACTED)	TN	2225	\$58.00	\$129,050.00	\$58.50	\$130,162.50	\$58.50	\$130,162.50
96	SHAPE GREENS	SF	58500	\$1.15	\$67,275.00	\$0.65	\$38,025.00	\$0.84	\$49,140.00
97	SEED BED PREP GREENS AND GREEN SURROUNDS INCL.	SF	58500	\$0.35	\$20,475.00	\$0.20	\$11,700.00	\$0.20	\$11,700.00
98	FERTILIZER	LB	1100	\$0.85	\$935.00	\$1.45	\$1,595.00	\$1.45	\$1,595.00
99	SEED GREENS (BY OTHERS)	SF	58500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 7 - GREENS 1 - 9					\$228,235.00		\$268,482.50		\$279,597.50
PART 8 - TEACHING AND HIMALAYAN GREEN									
100	GREEN PREP (DISCING / ROTOTILLING)	LS	1	\$2,830.00	\$2,830.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00
101	10" GREENS MIX (COMPACTED)	TN	1075	\$59.00	\$63,425.00	\$58.50	\$62,887.50	\$58.50	\$62,887.50
102	SHAPE GREENS	SF	28500	\$1.15	\$32,775.00	\$0.55	\$15,675.00	\$0.84	\$23,940.00
103	SEED BED PREP GREENS AND GREEN SURROUNDS INCL.	SF	28500	\$0.35	\$9,975.00	\$0.20	\$5,700.00	\$0.20	\$5,700.00
104	FERTILIZER	LB	500	\$0.90	\$450.00	\$1.45	\$725.00	\$1.45	\$725.00
105	SEED GREENS (BY OTHERS)	SF	28500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 8 - TEACHING AND HIMALAYAN GREEN					\$109,455.00		\$108,987.50		\$117,252.50
PART 9 - TRAILS, SIDEWALK AND PATIO									
106	AGGREGATE BASE, CLASS 5	TN	400	\$29.50	\$11,800.00	\$38.00	\$15,200.00	\$17.01	\$6,804.00
107	BITUMINOUS TRAIL 3"	TN	200	\$134.00	\$26,800.00	\$136.00	\$27,200.00	\$185.43	\$37,086.00
108	BITUMINOUS PATCHING - 6" THICK	SY	30	\$137.00	\$4,110.00	\$80.00	\$2,400.00	\$94.20	\$2,826.00
109	4" THICK CONCRETE W/ SAWCUT JOINTS	SF	9100	\$5.80	\$52,780.00	\$5.45	\$49,595.00	\$6.36	\$57,876.00
110	6" THICK CONCRETE W/ SAWCUT JOINTS	SF	2700	\$7.50	\$20,250.00	\$6.75	\$18,225.00	\$7.68	\$20,736.00
111	6" CONCRETE PEDESTRIAN CURB RAMPS	SF	750	\$11.50	\$8,625.00	\$10.30	\$7,725.00	\$11.88	\$8,910.00
112	6" REINFORCED CONCRETE	SF	400	\$11.00	\$4,400.00	\$9.55	\$3,820.00	\$10.43	\$4,172.00
113	TRUNCATED DOMES	SF	64	\$79.00	\$5,056.00	\$70.00	\$4,480.00	\$70.00	\$4,480.00
114	B618 CURB AND GUTTER	LF	140	\$30.00	\$4,200.00	\$24.60	\$3,444.00	\$31.33	\$4,386.20
115	CONCRETE STEPS	LS	1	\$14,750.00	\$14,750.00	\$11,670.00	\$11,670.00	\$13,010.00	\$13,010.00
116	PAINTED GALVANIZED STEEL RAILING	LS	1	\$6,700.00	\$6,700.00	\$4,876.00	\$4,876.00	\$4,876.00	\$4,876.00
117	SIGN PANELS, TYPE C	SF	3	\$84.00	\$252.00	\$500.00	\$1,500.00	\$265.00	\$795.00
118	4" SOLID LINE, EPOXY	LF	700	\$6.70	\$4,690.00	\$5.71	\$3,997.00	\$1.70	\$1,190.00
119	PAVEMENT MESSAGE, EPOXY	EA	2	\$800.00	\$1,600.00	\$673.21	\$1,346.42	\$100.00	\$200.00
120	ADJUST STRUCTURE	EA	1	\$880.00	\$880.00	\$1,500.00	\$1,500.00	\$502.00	\$502.00
121	8' X 16' PREFABRICATED SHADE STRUCTURE	LS	1	\$19,260.00	\$19,260.00	\$21,050.00	\$21,050.00	\$21,050.00	\$21,050.00
TOTAL PART 9 - TRAILS, SIDEWALK AND PATIO					\$186,153.00		\$178,028.42		\$188,899.20
PART 10 - WETLAND SEEDING									
122	HERBICIDE TREATMENT OF WETLAND (BY OTHERS)	AC	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
123	WETLAND PLUGS (BY OTHERS)	EA	2500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
124	WETLAND SEEDING (BY OTHERS)	AC	10	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
125	EROSION CONTROL BLANKET, CATEGORY 3N (BY OTHERS)	SY	11500	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126	MNDOT 34-181 SEED MIX (BY OTHERS)	LB	5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
127	WET MEADOW FORB / SEDGE / RUSH STATE PILOT MIX (BY OTHERS)	LB	40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
128	MESIC SHORT URBAN BUFFER SHOUTH & WEST STATE PILOT	LB	200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
129	MNDOT 34-261 SEED MIX (BY OTHERS)	LB	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PART 10 - WETLAND SEEDING					\$0.00		\$0.00		\$0.00

BID TABULATION				Bidder No. 5		Bidder No. 6		Bidder No. 7	
Item Num	Item	Units	Qty	Veit & Company, Inc.		Duininck, Inc.		Peterson Companies, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 11 - LANDSCAPING									
130	1 GAL CONT. PERENNIAL	EA	358	\$22.00	\$7,876.00	\$24.00	\$8,592.00	\$18.05	\$6,461.90
131	2 GAL CONT. PERENNIAL	EA	233	\$34.00	\$7,922.00	\$30.00	\$6,990.00	\$29.55	\$6,885.15
132	3 GAL CONT. SHRUB	EA	17	\$54.00	\$918.00	\$60.00	\$1,020.00	\$86.30	\$1,467.10
133	5 GAL CONT. SHRUB	EA	11	\$61.00	\$671.00	\$75.00	\$825.00	\$118.20	\$1,300.20
134	1.75" BB DECIDUOUS TREE	EA	5	\$350.00	\$1,750.00	\$390.00	\$1,950.00	\$520.00	\$2,600.00
135	2.5" BB DECIDUOUS TREE	EA	27	\$600.00	\$16,200.00	\$495.00	\$13,365.00	\$555.00	\$14,985.00
136	6' BB EVERGREEN TREE	EA	6	\$365.00	\$2,190.00	\$350.00	\$2,100.00	\$480.00	\$2,880.00
137	LANDSCAPE STEEL EDGER	LF	40	\$14.00	\$560.00	\$8.00	\$320.00	\$5.25	\$210.00
138	TIMBER LANDSCAPE EDGING FOR DRY CREEK CROSSINGS	LF	625	\$12.00	\$7,500.00	\$45.00	\$28,125.00	\$58.00	\$36,250.00
TOTAL PART 11 - LANDSCAPING					\$45,587.00		\$63,287.00		\$73,039.35
PART 12 - EROSION CONTROL									
139	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$4,390.00	\$4,390.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
140	SILT FENCE - MS	LF	15000	\$2.00	\$30,000.00	\$1.60	\$24,000.00	\$1.70	\$25,500.00
141	BIO ROLLS, TYPE WOOD FIBER	LF	500	\$3.50	\$1,750.00	\$2.25	\$1,125.00	\$5.51	\$2,755.00
142	INLET PROTECTION - CATCH BASIN	EA	15	\$138.00	\$2,070.00	\$125.00	\$1,875.00	\$125.00	\$1,875.00
143	ROCK DITCH CHECK	EA	20	\$342.00	\$6,840.00	\$600.00	\$12,000.00	\$597.87	\$11,957.40
144	EROSION CONTROL BLANKET, CATEGORY 3N	SY	1500	\$1.70	\$2,550.00	\$1.50	\$2,250.00	\$1.50	\$2,250.00
145	WATER FOR DUST CONTROL	MGAL	100	\$32.25	\$3,225.00	\$121.50	\$12,150.00	\$121.50	\$12,150.00
146	TYPE 1 MULCH W/DISC ANCHOR	TN	64	\$350.00	\$22,400.00	\$200.00	\$12,800.00	\$420.00	\$26,880.00
147	TEMPORARY SEEDING	AC	32	\$235.00	\$7,520.00	\$150.00	\$4,800.00	\$495.00	\$15,840.00
148	MNDOT 21-112 SEED MIX	LB	3200	\$2.30	\$7,360.00	\$0.75	\$2,400.00	\$0.50	\$1,600.00
149	STREET SWEEPING W/PICKUP BROOM WITH OPPORATOR	HR	50	\$180.00	\$9,000.00	\$208.80	\$10,440.00	\$208.80	\$10,440.00
TOTAL PART 12 - EROSION CONTROL					\$97,105.00		\$85,840.00		\$113,247.40
BASE BID SUMMARY:									
TOTAL PART 1 - REMOVALS, SITE GRADING AND					\$510,840.00		\$523,846.72		\$541,651.22
TOTAL PART 2 - STORM SEWER IMPROVEMENTS					\$381,910.00		\$432,933.28		\$319,366.62
TOTAL PART 3 - SANITARY SEWER AND WATER MAIN					\$106,516.00		\$68,335.02		\$72,513.52
TOTAL PART 4 - IRRIGATION WELL					\$261,084.00		\$293,685.50		\$320,686.50
TOTAL PART 5 - TEE BOXES					\$114,045.00		\$101,045.00		\$113,045.00
TOTAL PART 6 - FAIRWAYS					\$254,460.00		\$199,204.00		\$192,504.00
TOTAL PART 7 - GREENS 1 -9					\$228,235.00		\$268,482.50		\$279,597.50
TOTAL PART 8 - TEACHING AND HIMALAYAN GREEN					\$109,455.00		\$108,987.50		\$117,252.50
TOTAL PART 9 - TRAILS, SIDEWALK AND PATIO					\$186,153.00		\$178,028.42		\$188,899.20
TOTAL PART 10 - WETLAND SEEDING					\$0.00		\$0.00		\$0.00
TOTAL PART 11 - LANDSCAPING					\$45,587.00		\$63,287.00		\$73,039.35
TOTAL PART 12 - EROSION CONTROL					\$97,105.00		\$85,840.00		\$113,247.40
TOTAL BASE BID					\$2,295,390.00		\$2,323,674.94		\$2,331,802.81
Contractor Name and Address:				Veit & Company, Inc.		Duininck, Inc.		Peterson Companies, Inc.	
				14000 Veit Place		408 6th Street		8326 Wyoming Trail	
				Rogers, MN 55374		Prinsburg, MN 56201		Chisago City, MN 55013	
Phone:				763-428-2242		320-978-6011		651-257-6864	
Email:				TErickson@veitUSA.com		steveuw@duininck.com		jmiller@petersoncompanies.net	
Signed By:				Steven Hedtke		Judd Duininck		Johnathan M. Peterson	
Title:				Chief Financial Officer		Vice President		President	
Signed Responsible Contractor Certificate:				Yes		Yes		Yes	
Bid Security:				Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				1,2,3,4,5,6		1,2,3,4,5,6		1,2,3,4,5,6	



Owner: City of Chaska, 1 City hall Plz., Chaska, MN 55318	Date September 18, 2020
Contractor: Mid-America Golf and Landscape, Inc. 1621 SE Summit St., Lee's Summit, MO 64081	
Bond Co: The Guarantee Company of North America USA, Southfield, MI	Bond No:

CONSTRUCTION CHANGE ORDER NO. 1
CHASKA VETERANS PARK IMPROVEMENTS
STANTEC PROJECT NO. 193804884

Description of Work

This Change Order provides compensation to the Contractor for change of scope and additional work for the Chaska Chaska Par 30 Golf Course Improvement Project. This Change Order provides for all material and labor for this work and no additional compensation will be provided to the Contractor for this work and no changes in the completion dates are provided.

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
CHANGE ORDER NO. 1					
PART A - SITE IMPROVEMENTS					
1	TRAFFIC CONTROL	LS	-0.7	\$8,600.00	(\$6,020.00)
2	CLUBHOUSE DEMOLITION (INCL. PATIO)	LS	-1	\$42,000.00	(\$42,000.00)
3	DEMOLITION OF EXISTING WOODEN SHADE STRUCTURE	LS	-1	\$8,900.00	(\$8,900.00)
4	REMOVE CONCRETE CURB AND GUTTER	LF	-70	\$6.00	(\$420.00)
5	REMOVE CONCRETE SIDEWALK	SY	-75	\$6.00	(\$450.00)
6	REMOVE BITUMINOUS TRAIL PAVEMENT	SY	-400	\$8.00	(\$3,200.00)
7	REMOVE SAND BUNKER	LS	-0.5	\$6,500.00	(\$3,250.00)
8	REMOVE SOD (GREENS)	SF	-40500	\$0.18	(\$7,290.00)
9	SALVAGE EXISTING GREENS MIX	CY	-600	\$10.00	(\$6,000.00)
10	4" PVC PIPE DRAIN	LF	2000	\$6.00	\$12,000.00
11	6" PVC PIPE DRAIN	LF	-1500	\$8.00	(\$12,000.00)
12	8" PVC PIPE DRAIN	LF	-500	\$10.00	(\$5,000.00)
13	CONNECT TO EX. SANITARY SEWER PIPE (SERVICE)	EA	-2	\$780.00	(\$1,560.00)
14	4" PVC PIPE CLEANOUT (SANITARY SERVICE)	EA	-1	\$5.25	(\$5.25)
15	4" PVC PIPE SEWER (SCH. 40 SERVICE PIPE)	LF	-180	\$14.00	(\$2,520.00)
16	CONNECT TO EX. WATER MAIN (SERVICE)	EA	-2	\$3,500.00	(\$7,000.00)
17	1" CORPORATION STOP	EA	-1	\$1,800.00	(\$1,800.00)
18	1" CURB STOP AND BOX	EA	-2	\$2,200.00	(\$4,400.00)
19	1" TYPE PE WATER SERVICE	LF	-280	\$14.00	(\$3,920.00)
20	DRINKING FOUNTAIN	EA	-2	\$1,600.00	(\$3,200.00)
21	DRINKING FOUNTAIN VALVE / METER BOX	EA	-2	\$900.00	(\$1,800.00)
22	INSTALL SALVAGED GREENS MIX	CY	-600	\$16.00	(\$9,600.00)
23	AGGREGATE BASE, CLASS 5	TN	-250	\$35.00	(\$8,750.00)
24	BITUMINOUS TRAIL 3"	TN	-200	\$320.00	(\$64,000.00)
25	BITUMINOUS PATCHING - 6" THICK	SY	-30	\$190.00	(\$5,700.00)
26	4" THICK CONCRETE W/ SAWCUT JOINTS	SF	-5540	\$10.00	(\$55,400.00)
27	6" THICK CONCRETE W/ SAWCUT JOINTS	SF	-2700	\$12.00	(\$32,400.00)
28	6" CONCRETE PEDESTRIAN CURB RAMPS	SF	-570	\$11.00	(\$6,270.00)
29	6" REINFORCED CONCRETE	SF	-256	\$14.00	(\$3,584.00)
30	TRUNCATED DOMES	SF	-28	\$18.00	(\$504.00)
31	B618 CURB AND GUTTER	LF	-110	\$28.00	(\$3,080.00)
32	8' X 16' PREFABRICATED SHADE STRUCTURE	LS	-1	\$15,325.00	(\$15,325.00)
33	1 GAL CONT. PERENNIAL	EA	-358	\$34.00	(\$12,172.00)
34	2 GAL CONT. PERENNIAL	EA	-233	\$40.00	(\$9,320.00)
35	3 GAL CONT. SHRUB	EA	-17	\$80.00	(\$1,360.00)

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
36	5 GAL CONT. SHRUB	EA	-11	\$90.00	(\$990.00)
37	1.75" BB DECIDUOUS TREE	EA	-5	\$420.00	(\$2,100.00)
38	2.5" BB DECIDUOUS TREE	EA	-27	\$535.00	(\$14,445.00)
39	6' BB EVERGREEN TREE	EA	-6	\$375.00	(\$2,250.00)
40	LANDSCAPE STEEL EDGER	LF	-40	\$12.00	(\$480.00)
41	ROCK DITCH CHECK	EA	-10	\$1,150.00	(\$11,500.00)
SUBTOTAL PART A:					(\$367,965.25)
PART B - ARTISAN GOLF DESIGN - GREEN SHAPING CREDIT					
42	SHAPE GREENS	LS	1	(\$15,000.00)	(\$15,000.00)
43	SHAPE GREENS - HIMALAYAS	LS	1	(\$15,000.00)	(\$15,000.00)
SUBTOTAL PART B:					(\$30,000.00)
PART C - CONTRACTOR OVERHEAD					
44	MID AMERICA GOLF AND LANDSCAPE OVERHEAD AND PROFIT	LS	1	\$58,902.50	\$58,902.50
SUBTOTAL PART C:					\$58,902.50
PART D - ARTISAN GOLF DESIGN - BUILD PHASE EXPENSES					
45	ARTISAN GOLF DESIGN LABOR	LS	1	\$75,000.00	\$75,000.00
46	ARTISAN GOLF DESIGN EXPENSES	LS	1	\$10,000.00	\$10,000.00
SUBTOTAL PART D:					\$85,000.00
SUBTOTAL PART A:					(\$367,965.25)
SUBTOTAL PART B:					(\$30,000.00)
SUBTOTAL PART C:					\$58,902.50
SUBTOTAL PART D:					\$85,000.00
TOTAL CHANGE ORDER NO. 1:					(\$254,062.75)

Original Contract Amount	\$1,993,902.75
Previous Change Orders	\$0.00
This Change Order	(\$254,062.75)
Revised Contract Amount (including this change order)	<u>\$1,739,840.00</u>

CHANGE IN CONTRACT TIMES

Original Contract Times:

 Substantial Completion (days or date):

 Ready for final Payment (days or date):

Increase of this Change Order:

 Substantial Completion (days or date):

 Ready for final Payment (days or date):

Contract Time with all approved Change Orders:

 Substantial Completion (days or date):

 Ready for final Payment (days or date):

Recommended for Approval by:

STANTEC

Date:

Approved by Contractor:

MID-AMERICA GOLF AND LANDSCAPE, INC.

Date

Date:

Approved by Owner:

CITY OF CHASKA

Date

- cc: Owner
- Contractor
- Bonding Company
- Stantec

CLAIMS ROSTER REPORT

FOR COUNCIL MEETING:

September 21, 2020

Paid and Unpaid Invoices:

Check #'s 334940-335061

\$1,665,993.55

Paid Electronic Invoices:

Wire #'s 2483-2492

\$292,673.34

Amount for Approval-Council Meeting:

September 21, 2020

\$1,958,666.89

Checks

09/17/2020 11:59 8482mrob City of Chaska VENDOR INVOICE LIST munis a tyler erp solution P 1 apinvlst									
INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100002 2ND WIND EXERCISE EQUIPMENT INC									
22-035005		08/20/2020	092220	334949	1,497.00	09/20/2020	INV	PD	FITNESS EQUIP-MATRIX XULT
CHECK DATE: 09/22/2020									
103825 ACUSHNET COMPANY									
909536555		09/09/2020	092220	334950	73.98	10/09/2020	INV	PD	RESALE
CHECK DATE: 09/22/2020									
100122 ARAMARK REFRESHMENT SERVICES									
10476532		08/10/2020	092220	334951	225.30	10/14/2020	INV	PD	COFFEE-FD
CHECK DATE: 09/22/2020									
10482618		08/11/2020	092220	334951	102.66	09/11/2020	INV	PD	Silver Water Filter for c
CHECK DATE: 09/22/2020									
					327.96				
100146 ASPEN MILLS INC									
261135		09/02/2020	092220	334952	233.48	10/02/2020	INV	PD	DUTY UNIFORM-N PETERSON
CHECK DATE: 09/22/2020									
105386 ASSOCIATED MECHANICAL CONTRACTORS INC									
16797		08/31/2020	092220	334953	6,300.00	09/30/2020	INV	PD	RTV REPAIR AT CROOKED PIN
CHECK DATE: 09/22/2020									
100155 AUBURN MANOR									
OCT 2020	200001	09/14/2020	092220	334954	200.00	10/01/2020	INV	PD	OCT SENIOR CITIZEN DONATI
CHECK DATE: 09/22/2020									
107572 BAKER TILLY VIRCHOW KRAUSE LLP									
BTMA6526		09/03/2020	092220	334955	25,700.00	10/03/2020	INV	PD	SERIES 2020C MA FEES
CHECK DATE: 09/22/2020									
BTMA6528		09/03/2020	092220	334955	39,813.00	10/03/2020	INV	PD	SERIES 2020D MA FEES
CHECK DATE: 09/22/2020									
					65,513.00				
100174 BAUER BUILT TIRE AND BATTERY									
518005653		09/09/2020	092220	334956	1,641.90	10/15/2020	INV	PD	Squad tires - stock
CHECK DATE: 09/22/2020									



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100226 BRAUN INTERTEC CORPORATION									
B224870		09/15/2020	092220	334957	8,221.00	10/15/2020	INV	PD	2020 DT RECON-CMT
CHECK DATE:	09/22/2020								
100251 BROCK WHITE COMPANY LLC C/O CSG									
14179000-00		08/25/2020	092220	334958	118.32	09/25/2020	INV	PD	SHOP TRUCK HOIST
CHECK DATE:	09/22/2020								
109133 BUMP, STEVE									
2008468.002		09/08/2020	092220	334959	17.50	10/11/2020	INV	PD	REFUND ACCOUNT BALANCE
CHECK DATE:	09/22/2020					PAYEE: BUMP, STEVE			
100275 CALLAWAY GOLF									
931962603		09/08/2020	092220	334960	-450.96	12/31/2020	CRM	PD	RESALE PRICE ADJUSTMENT
CHECK DATE:	09/22/2020								
931977408		09/10/2020	092220	334960	554.40	11/09/2020	INV	PD	RESALE
CHECK DATE:	09/22/2020								
					103.44				
100323 CDW GOVERNMENT INC									
1097631		09/09/2020	092220	334961	12,470.14	10/09/2020	INV	PD	6 SURFACE PROS, 4 DOCKS,
CHECK DATE:	09/22/2020								
ZTV8353		08/19/2020	092220	334961	11,046.00	09/18/2020	INV	PD	5 SURFACE PRO SETS
CHECK DATE:	09/22/2020								
ZWC0366		08/25/2020	092220	334961	426.66	09/24/2020	INV	PD	PRINTER & TONER-THERESA H
CHECK DATE:	09/22/2020								
ZWC9252		08/25/2020	092220	334961	102.55	09/24/2020	INV	PD	TONER-MICHELLE'S PRINTER
CHECK DATE:	09/22/2020								
ZXX9639		09/02/2020	092220	334961	183.12	10/02/2020	INV	PD	4 VIDEO ADAPTORS
CHECK DATE:	09/22/2020								
ZZT9307		09/04/2020	092220	334961	20.34	10/04/2020	INV	PD	2 DISPLAY CABLES
CHECK DATE:	09/22/2020								
					24,248.81				
100332 CENTERPOINT ENERGY RESOURCES CORP									
105010300/AUG20		09/03/2020	091720	335056	1,600.49	10/01/2020	INV	PD	AUG 3210 CHASKA BLVD GAS



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/17/2020									
109045922/AUG20		09/04/2020	091720	335056	4,679.17	10/02/2020	INV	PD	AUG 1661 PARK RIDGE DR GA
CHECK DATE: 09/17/2020									
109052076/AUG20		09/04/2020	091720	335056	1,797.20	10/02/2020	INV	PD	AUG 1611 PARK RIDGE DR GA
CHECK DATE: 09/17/2020									
100337 QWEST CORPORATION					8,076.86				
313692512/SEP20		09/01/2020	091720	335057	262.36	09/28/2020	INV	PD	SEP TC CLUBHS LOC PHN SVC
CHECK DATE: 09/17/2020									
313773369/SEP20		09/01/2020	091720	335057	87.07	09/28/2020	INV	PD	SEP CCC BURGLAR ALARM
CHECK DATE: 09/17/2020									
100338 QWEST CORPORATION					349.43				
202000790/AUG20		08/21/2020	091620	334947	3,578.72	09/18/2020	INV	PD	AUG PHONE & LONG DIST SVC
CHECK DATE: 09/16/2020									
202001327/AUG20		08/21/2020	091520	334940	40.95	09/18/2020	INV	PD	AUG T1 FOR PHONE SYSTEM
CHECK DATE: 09/15/2020									
100368 CHASKA LAUNDRY CENTER					3,619.67				
2192		08/31/2020	091720	335058	162.18	09/20/2020	INV	PD	AUG TOWELS-TC
CHECK DATE: 09/17/2020									
100418 CLEARSOFT INC									
06/30/20		06/30/2020	092220	334962	1,223.04	08/27/2020	INV	PD	CCC SALT
CHECK DATE: 09/22/2020									
131-335		09/01/2020	092220	334962	18.35	09/27/2020	INV	PD	Late fee for 6/30/2020 pu
CHECK DATE: 09/22/2020									
100430 COCA-COLA REFRESHMENTS USA INC					1,241.39				
3637208317		08/11/2020	092220	334963	121.98	10/15/2020	INV	PD	PAR 30 RESALE POP & WATER
CHECK DATE: 09/22/2020									
108819 COLE PAPERS INC									
9880023		09/10/2020	092220	334964	254.25	10/10/2020	INV	PD	GLOVES-COVID



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/22/2020									
100436 COMCAST CORPORATION									
0036243/SEP20-TC		09/07/2020	091720	335059	247.48	10/02/2020	INV	PD	SEP TC CABLE
CHECK DATE: 09/17/2020									
100450 COOL AIR MECHANICAL									
18684		08/31/2020	092220	334965	120.00	09/30/2020	INV	PD	Compressor Oil for Arena
CHECK DATE: 09/22/2020									
100429 COORDINATED BUSINESS SYSTEMS LTD									
INV106371		09/08/2020	092220	334966	112.90	09/18/2020	INV	PD	HP Color M452DW
CHECK DATE: 09/22/2020									
INV106372		09/08/2020	092220	334966	267.55	09/18/2020	INV	PD	HP M404DN
CHECK DATE: 09/22/2020									
INV106377		09/08/2020	092220	334967	55.97	10/08/2020	INV	PD	TC COPIER CONTRACT
CHECK DATE: 09/22/2020									
INV106836		09/09/2020	092220	334969	22.17	10/09/2020	INV	PD	FINANCE/ADMIN PRINTER USA
CHECK DATE: 09/22/2020									
INV106837		09/09/2020	092220	334969	272.88	10/11/2020	INV	PD	SEP PRINTER CONTRACT
CHECK DATE: 09/22/2020									
INV106838		09/09/2020	092220	334968	610.28	09/19/2020	INV	PD	Contract Invoice-PD
CHECK DATE: 09/22/2020									
					1,341.75				
106301 CORE AND MAIN LP									
M906538	200170	08/28/2020	092220	334970	2,776.46	09/28/2020	INV	PD	BOX EXTSN, GATE VALVES AN
CHECK DATE: 09/22/2020									
M998756		09/14/2020	092220	334970	24.24	10/14/2020	INV	PD	NON-STOCK GASKETS
CHECK DATE: 09/22/2020									
					2,800.70				
100479 CULLIGAN-METRO BROOKLYN PARK									
114-01594506-5 AUG20		08/31/2020	091720	335060	99.17	09/20/2020	INV	PD	COOLER RENT & WATER-TC MA
CHECK DATE: 09/17/2020									
109134 CUTLER, PAUL									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2008469.002 CHECK DATE: 09/22/2020		09/08/2020	092220	334971	278.85	10/11/2020	INV	PD	RFD-MEMBERSHIP REFUND PAYEE: CUTLER, PAUL
100555 D R HORTON INC									
2661 CHECK DATE: 09/22/2020		09/10/2020	092220	334972	750.00	10/10/2020	INV	PD	BLDR DEP RFD-2661 CLOVER
2668 CHECK DATE: 09/22/2020		09/10/2020	092220	334972	750.00	10/10/2020	INV	PD	BLDR DEP RFD-2668 CLOVER
2674 CHECK DATE: 09/22/2020		09/10/2020	092220	334972	750.00	10/10/2020	INV	PD	BLDR DEP RFD-2674 CLOVER
					2,250.00				
102962 GREGG DAVIES									
103 CHECK DATE: 09/22/2020		09/10/2020	092220	334973	1,000.00	10/10/2020	INV	PD	EOC CONSULTING-AUG
109135 DOLLERSCHELL, SANDRA									
2008472.002 CHECK DATE: 09/22/2020		09/08/2020	092220	334974	54.85	10/11/2020	INV	PD	RFD-MEMBERSHIP REFUND-AUG PAYEE: DOLLERSCHELL, SANDRA
2008473.002 CHECK DATE: 09/22/2020		09/08/2020	092220	334975	54.85	10/11/2020	INV	PD	RFD-MEMBERSHIP REFUND-SEP PAYEE: DOLLERSCHELL, SANDRA
					109.70				
100549 DORSEY AND WHITNEY LLP									
3604245 CHECK DATE: 09/22/2020		08/31/2020	092220	334976	36,000.00	09/30/2020	INV	PD	SERIES 2020C/D LEGAL FEES
106700 DYNA-GRAPHICS CORPORATION									
260407000-2020 CHECK DATE: 09/22/2020		09/10/2020	092220	334977	106.50	10/10/2020	INV	PD	SEP REBATE-BUSINESS COOLI
100585 EGAN COMPANY									
JC10211119 CHECK DATE: 09/22/2020		09/10/2020	092220	334978	4,835.00	10/10/2020	INV	PD	DAMAGED WALLS ON HWY 61 (
102657 ENERGY MANAGEMENT SOLUTIONS INC									
9969 CHECK DATE: 09/22/2020		09/01/2020	092220	334979	6,973.95	10/06/2020	INV	PD	SEPTEMBER MONTHLY RETAINE

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109126 ERTRESVAAG, MICHAEL									
2008341.002		08/04/2020	092220	334980	54.85	10/11/2020	INV	PD	RFD-MEMBERSHIP REFUND
CHECK DATE: 09/22/2020									PAYEE: ERTRESVAAG, MICHAEL
100655 FERRELLGAS 7780961									
1112798679		09/09/2020	092220	334981	91.56	10/09/2020	INV	PD	PROPANE
CHECK DATE: 09/22/2020									
109125 FRANZEN, MICHELE									
2008343.002		08/04/2020	092220	334982	54.85	10/11/2020	INV	PD	RFD-MEMBERSHIP REFUND
CHECK DATE: 09/22/2020									PAYEE: FRANZEN, MICHELE
109121 GARY FISCHLER & ASSOCIATES									
3167321		08/06/2020	092220	334983	650.00	09/10/2020	INV	PD	Pre employment New Office
CHECK DATE: 09/22/2020									
100745 DEBBIE M BACKLUND									
1042		09/02/2020	092220	334984	2,342.97	10/02/2020	INV	PD	TC SUMMER GARDENING
CHECK DATE: 09/22/2020									
100759 GRAINGER									
9638986670		09/01/2020	092220	334986	75.14	10/01/2020	INV	PD	HAND TOWELS-TC
CHECK DATE: 09/22/2020									
9648026343		09/10/2020	092220	334985	58.74	10/10/2020	INV	PD	Cleaning Supplies-CCC
CHECK DATE: 09/22/2020									
					133.88				
100810 HAWKINS INC									
4789434		09/08/2020	092220	334987	2,135.97	10/23/2020	INV	PD	WTP CHEMICALS
CHECK DATE: 09/22/2020									
100821 HEALTHPARTNERS INC									
99701442		09/09/2020	091620	334948	6,472.65	10/09/2020	INV	PD	OCT EMP INS PREM-DENTAL
CHECK DATE: 09/16/2020									
100848 HIGH TECH CLEANING INC									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
16031		09/01/2020	092220	334988	3,092.25	10/01/2020	INV	PD	CITY HALL
CHECK DATE: 09/22/2020									
16032		09/01/2020	092220	334988	485.16	10/01/2020	INV	PD	COMMUNITY ROOM - CLOVER R
CHECK DATE: 09/22/2020									
16033		09/01/2020	092220	334988	1,495.91	10/01/2020	INV	PD	FIRE STATION
CHECK DATE: 09/22/2020									
16034		09/01/2020	092220	334988	1,140.83	10/01/2020	INV	PD	HISTORY CENTER
CHECK DATE: 09/22/2020									
16035		09/01/2020	092220	334988	202.15	10/01/2020	INV	PD	IT DEPARTMENT
CHECK DATE: 09/22/2020									
16036		09/01/2020	092220	334988	1,971.55	10/01/2020	INV	PD	MSB
CHECK DATE: 09/22/2020									
16037		09/01/2020	092220	334988	161.72	10/01/2020	INV	PD	STANTEC BUILDING
CHECK DATE: 09/22/2020									
16038		09/01/2020	092220	334988	625.00	10/01/2020	INV	PD	WTP
CHECK DATE: 09/22/2020									
16079		09/04/2020	092220	334988	3,649.83	10/04/2020	INV	PD	PARK SHELTER CLEANING - C
CHECK DATE: 09/22/2020									
					12,824.40				
100859 HOISINGTON KOEGLER GROUP INC									
018-022-25		09/14/2020	092220	334989	342.50	10/14/2020	INV	PD	COMPREHENSIVE PLAN 2040
CHECK DATE: 09/22/2020									
100889 INTERNATIONAL CITY MGMT ASSN RETIREMENT CORP									
2020/0911-ICMA		09/11/2020	091520	334941	4,967.97	09/11/2020	INV	PD	09/11/20 457 & Roth Contr
CHECK DATE: 09/15/2020									
100943 JEFFERSON FIRE & SAFETY INC									
IN121389		09/01/2020	092220	334990	229.32	10/01/2020	INV	PD	LED LIGHTS (TOOLS) FOR FI
CHECK DATE: 09/22/2020									
102031 TYCO FIRE & SECURITY (US) MANAGEMENT INC									
87023485		08/25/2020	092220	334991	256.00	09/25/2020	INV	PD	WTP SMOKE DETECTOR SVC CA
CHECK DATE: 09/22/2020									
109131 JOHNSON, EILENE									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
2008460.002 CHECK DATE: 09/22/2020		09/04/2020	092220	334992	33.27	10/11/2020	INV PD		RFD-MEMBERSHIP REFUND PAYEE: JOHNSON, EILENE
109130 JOHNSON, KEITH									
2008461.002 CHECK DATE: 09/22/2020		09/04/2020	092220	334993	33.27	10/11/2020	INV PD		RFD-MEMBERSHIP REFUND PAYEE: JOHNSON, KEITH
109132 JORGENSON, DANIEL									
2008464.002 CHECK DATE: 09/22/2020		09/04/2020	092220	334994	54.85	10/11/2020	INV PD		RFD-MEMBERSHIP REFUND PAYEE: JORGENSON, DANIEL
109128 KELLY, GAIL									
2008455.002 CHECK DATE: 09/22/2020		09/03/2020	092220	334995	54.85	10/11/2020	INV PD		RFD-MEMBERSHIP REFUND PAYEE: KELLY, GAIL
107428 KIVA MANAGEMENT LLC									
00104083-10/20 CHECK DATE: 09/22/2020	200002	09/14/2020	092220	334996	317.50	10/02/2020	INV PD		OCT COMMUNITY ROOM DUES
109122 KRAMIN, DARRELL									
615019100-2020 CHECK DATE: 09/22/2020		09/10/2020	092220	334997	250.00	10/10/2020	INV PD		SEP REBATE-ELECTRIC CAR C PAYEE: KRAMIN, DARRELL
101050 LAW ENFORCEMENT LABOR SERVICES INC									
September 2020 CHECK DATE: 09/15/2020		09/11/2020	091520	334942	1,488.00	09/11/2020	INV PD		September 2020 Police Uni
101071 LENZEN CHEVROLET BUICK INC									
81593 CHECK DATE: 09/22/2020		09/09/2020	092220	334998	26.91	10/09/2020	INV PD		#1102 POLICE TAHOE KEY
109117 LIFE CORE BIOMEDICAL									
10007195-1 CHECK DATE: 09/22/2020		09/09/2020	092220	334999	960.10	10/09/2020	INV PD		OVERBILLED TAX REFUND-BIL
10007195-2 CHECK DATE: 09/22/2020		09/09/2020	092220	334999	906.93	10/09/2020	INV PD		OVERBILLED TAX REFUND-BIL



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
10007195-3 CHECK DATE: 09/22/2020		09/09/2020	092220	334999	982.44	10/09/2020	INV	PD	OVERBILLED TAX REFUND-BIL
					2,849.47				
107796 DAWN MARIE MARTIN									
82201 CHECK DATE: 09/22/2020		09/08/2020	092220	335000	210.60	10/11/2020	INV	PD	ZUMBA INSTRUCTION 7/1-9/2
103343 MCLAUGHLIN GORMLEY KING									
260200000-2020-2 CHECK DATE: 09/22/2020		09/10/2020	092220	335001	5,582.00	10/10/2020	INV	PD	SEP REBATE-BUSINESS LIGHT
101168 MELCHERT HUBERT SJODIN PLLP									
152855 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	213.00	10/09/2020	INV	PD	GENERAL FUND LEGAL
152856 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	301.75	10/09/2020	INV	PD	COUNCIL MTGS-AUG
152857 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	289.50	10/09/2020	INV	PD	CSAH 44 & HWY 212 PARCEL
152858 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	324.80	10/09/2020	INV	PD	CLUB WEST PARTNERS PURCHA
152859 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	52.65	10/09/2020	INV	PD	SALE OF PROPERTY TO TRADI
152878 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	1,940.95	10/09/2020	INV	PD	HAZELTINE SHORES-PAR 30
152879 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	270.20	10/09/2020	INV	PD	HAMMERS PROPERTY/PULTE
152880 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	6,253.20	10/09/2020	INV	PD	CARES ACT
152881 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	2,663.40	10/09/2020	INV	PD	UNITED PROPERTIES-OAKRIDG
152884 CHECK DATE: 09/22/2020		09/09/2020	092220	335002	1,312.40	10/09/2020	INV	PD	MISC LEGAL-AUG
					13,621.85				
101187 METRO SALES INC									
INV1660756 CHECK DATE: 09/22/2020		09/07/2020	092220	335003	197.00	10/07/2020	INV	PD	Contract Invoice-PD



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
INV1662135 CHECK DATE: 09/22/2020		09/09/2020	092220	335003	90.22	10/09/2020	INV	PD	Ricoh/MP C3003 color
					287.22				
101196 MID COUNTY COOP #122622									
39890 CHECK DATE: 09/22/2020		08/26/2020	092220	335004	286.32	09/26/2020	INV	PD	130 GLS GAS-PAR 30
39891 CHECK DATE: 09/22/2020		08/26/2020	092220	335004	414.30	09/26/2020	INV	PD	230 GLS DIESEL-PAR 30
39948 CHECK DATE: 09/22/2020		09/02/2020	092220	335004	502.64	10/02/2020	INV	PD	225 GLS GAS-TC
39949 CHECK DATE: 09/22/2020		09/02/2020	092220	335004	364.54	10/02/2020	INV	PD	200 GLS DIESEL-TC
					1,567.80				
101217 MINNESOTA CHILD SUPPORT PMT CTR									
PR0911200014172152 CHECK DATE: 09/15/2020		09/11/2020	091520	334944	195.66	09/11/2020	INV	PD	091120 Payroll Child Supp
PR091120001510208001 CHECK DATE: 09/15/2020		09/11/2020	091520	334943	179.04	09/11/2020	INV	PD	091120 Payroll Child Supp
					374.70				
101229 MINNESOTA DEPT OF EMPLOYMENT									
8 CHECK DATE: 09/22/2020	200033	09/14/2020	092220	335005	2,433.64	10/15/2020	INV	PD	FORMACOAT LLC LOAN REPAYM
101337 MINNESOTA DEPARTMENT OF HEALTH									
1100002-3rd Qtr 2020 CHECK DATE: 09/22/2020		08/13/2020	092220	335006	17,430.39	09/30/2020	INV	PD	Water Supply Srv Connect
101247 MINNESOTA MUNICIPAL UTILITIES ASSN									
55695 CHECK DATE: 09/22/2020		07/30/2020	092220	335007	195.00	08/29/2020	INV	PD	A. ROMINE 2020 SUMMER CON
101303 MINNESOTA TEAMSTERS LOCAL #320									
September 2020 CHECK DATE: 09/15/2020		09/11/2020	091520	334945	4,545.00	09/11/2020	INV	PD	September 2020 Local #320



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
100343 MINNESOTA VALLEY COMMUNITY BAND									
82233		09/09/2020	092220	335008	1,000.00	10/14/2020	INV	PD	DONATION FROM CHASKA LION
CHECK DATE: 09/22/2020									
101276 MINNESOTA VALLEY ELECTRIC COOPERATIVE									
778377500/AUG20		09/08/2020	092220	335009	109.83	10/02/2020	INV	PD	AUG 12500 CTY RD 11 SIGNA
CHECK DATE: 09/22/2020									
778377800/AUG20		09/08/2020	092220	335009	60.23	10/02/2020	INV	PD	AUG 4250 ENGLER BLVD SIGN
CHECK DATE: 09/22/2020									
778377900/AUG20		09/08/2020	092220	335009	64.05	10/02/2020	INV	PD	AUG 4100 ENGLER BLVD SIGN
CHECK DATE: 09/22/2020									
781385500/AUG20		09/08/2020	092220	335009	10.49	10/02/2020	INV	PD	AUG 4463 CTY RD 44
CHECK DATE: 09/22/2020									
					244.60				
106884 CHRISTOPHER J COLLINS									
0099		09/08/2020	092220	335010	1,085.00	09/23/2020	INV	PD	Women's Softball Umpire F
CHECK DATE: 09/22/2020									
101192 STATE OF MINNESOTA									
1000044852		09/01/2020	092220	335011	9,650.01	10/02/2020	INV	PD	2ND QTR 2021 INDIRECT ASS
CHECK DATE: 09/22/2020									
101356 MTI DISTRIBUTING INC #31380									
1275491-00		08/31/2020	092220	335012	266.70	09/30/2020	INV	PD	PARK MOWER PARTS #230
CHECK DATE: 09/22/2020									
1276556-00		09/02/2020	092220	335012	78.26	10/02/2020	INV	PD	PARK MOWER PARTS
CHECK DATE: 09/22/2020									
					344.96				
101354 MTI DISTRIBUTING INC #700767									
1276712-00		09/03/2020	092220	335013	275.90	10/03/2020	INV	PD	IDLER PULLEY, BELT SIDEWI
CHECK DATE: 09/22/2020									
106657 MUNICIPAL ASSET MANAGEMENT INC									
0617869		09/01/2020	092220	335014	4,357.03	10/15/2020	INV	PD	CCC FITNESS EQUIP LEASE P
CHECK DATE: 09/22/2020									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
0617870 CHECK DATE: 09/22/2020		09/01/2020	092220	335014	151.05	10/15/2020	INV	PD	CCC SCIFIT PRO LEASE PMT
101365 STAR GROUP LLC					4,508.08				
4472/AUG2020 CHECK DATE: 09/15/2020		08/31/2020	091520	334946	1,893.32	09/10/2020	INV	PD	AUG PARTS & SUPPLIES
107999 NICE HEALTHCARE LLC									
2466 CHECK DATE: 09/22/2020		09/04/2020	092220	335015	11,986.95	10/01/2020	INV	PD	4TH QTR HEALTHCARE INS PR
109129 NOLD, ELAINE									
2008459.002 CHECK DATE: 09/22/2020		09/04/2020	092220	335016	66.54	10/11/2020	INV	PD	RFD-SILVER SNEAKERS PAYEE: NOLD, ELAINE
101436 NUCO2 INC									
63840381 CHECK DATE: 09/22/2020		09/01/2020	092220	335017	169.56	10/01/2020	INV	PD	Pool Chemicals
64068887 CHECK DATE: 09/22/2020		09/04/2020	092220	335017	58.75	10/04/2020	INV	PD	Pool Chemicals
101470 O'REILLY AUTOMOTIVE STORES INC					228.31				
556275/AUG2020 CHECK DATE: 09/17/2020		08/28/2020	091720	335061	1,140.43	09/20/2020	INV	PD	AUG PARTS & SUPPLIES
101456 OLSEN FIRE PROTECTION INC									
Z146778 CHECK DATE: 09/22/2020		08/26/2020	092220	335018	1,427.00	09/26/2020	INV	PD	Rebuilt Valve for Arena S
109124 OLSON, MARIE									
2008325.002 CHECK DATE: 09/22/2020		08/03/2020	092220	335019	54.85	10/11/2020	INV	PD	RFD-MEMBERSHIP REFUND PAYEE: OLSON, MARIE
101465 ON SITE SANITATION INC									
0000997818		09/05/2020	092220	335020	155.00	10/05/2020	INV	PD	TOWN COURSE MAINTENANCE



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/22/2020									
0000997819		09/05/2020	092220	335020	215.00	10/05/2020	INV	PD	SUNSET PARK
CHECK DATE: 09/22/2020									
0000997820		09/05/2020	092220	335020	215.00	10/05/2020	INV	PD	CLOVER RIDGE SOCCER FIELD
CHECK DATE: 09/22/2020									
0000997821		09/05/2020	092220	335020	80.00	10/05/2020	INV	PD	PAR 30
CHECK DATE: 09/22/2020									
0000997822		09/05/2020	092220	335020	215.00	10/05/2020	INV	PD	CITY SQUARE PARK
CHECK DATE: 09/22/2020									
0000997823		09/05/2020	092220	335020	155.00	10/05/2020	INV	PD	TOWN COURSE
CHECK DATE: 09/22/2020									
					1,035.00				
105832 O SPORTSWEAR LLC									
ARINV-294820		06/19/2020	092220	335021	468.00	07/19/2020	INV	PD	TC UNIFORM SUN HATS
CHECK DATE: 09/22/2020									
101484 PAPCO INC									
218025		09/10/2020	092220	335022	153.08	10/10/2020	INV	PD	Parts for Sweeper
CHECK DATE: 09/22/2020									
109167 PELLA NORTHLAND									
24890		09/11/2020	092220	335023	75.00	10/11/2020	INV	PD	RFD BLDG PERMIT-1470 CARD
CHECK DATE: 09/22/2020									PAYEE: PELLA NORTHLAND
101539 PLAISTED COMPANIES INC									
36252		08/31/2020	092220	335024	5,573.11	09/30/2020	INV	PD	TOPDRESSING & BUNKER SAND
CHECK DATE: 09/22/2020									
101557 POWER SYSTEM ENGINEERING INC									
9034826		09/11/2020	092220	335025	5,890.00	10/11/2020	INV	PD	MRS 115KV BREAKER ADD'N
CHECK DATE: 09/22/2020									
101571 PREMIUM WATERS INC									
417080-08-20		08/31/2020	092220	335026	122.31	09/30/2020	INV	PD	WATER-TC
CHECK DATE: 09/22/2020									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
109137 PRIMUS, REBECCA									
2008479.002 CHECK DATE: 09/22/2020		09/10/2020	092220	335027	23.75	10/11/2020	INV	PD	REFUND ACCOUNT BALANCE PAYEE: PRIMUS, REBECCA
107855 STAPLES INC									
10174978 CHECK DATE: 09/22/2020		09/03/2020	092220	335029	47.46	10/03/2020	INV	PD	OFFICE SUPPLIES
10336519-1 CHECK DATE: 09/22/2020		09/10/2020	092220	335028	7.99	10/10/2020	INV	PD	Tank Style Highlighters f
10336519-2 CHECK DATE: 09/22/2020		09/10/2020	092220	335028	12.76	10/10/2020	INV	PD	Masking tape for election
					68.21				
101616 RDO EQUIPMENT COMPANY									
P6772370 CHECK DATE: 09/22/2020		09/01/2020	092220	335030	265.41	10/01/2020	INV	PD	SPRAY NOZZLES FOR VACTOR
109136 REINITZ, TOM									
2008478.002 CHECK DATE: 09/22/2020		09/10/2020	092220	335031	119.40	10/11/2020	INV	PD	REFUND ACCOUNT BALANCE PAYEE: REINITZ, TOM
103286 CAROLINE SWANSON									
82234 CHECK DATE: 09/22/2020		09/09/2020	092220	335032	500.00	10/14/2020	INV	PD	DONATION FROM CHASKA LION
102948 ROAD MACHINERY & SUPPLIES CO									
S6363302 CHECK DATE: 09/22/2020		07/16/2020	092220	335033	37.58	09/16/2020	INV	PD	#129 FUEL CAP-ASPHALT PAV
103251 ROBERT THOMAS HOMES INC									
3954 CHECK DATE: 09/22/2020		09/15/2020	092220	335034	1,500.00	10/15/2020	INV	PD	BLDR DEP RFD-3954 PAINTED
5015 CHECK DATE: 09/22/2020		09/15/2020	092220	335034	750.00	10/15/2020	INV	PD	BLDR DEP RFD-5015 BOULDER
					2,250.00				
101703 SALVATION ARMY									



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
AUG/20 HS CHECK DATE: 09/22/2020		09/10/2020	092220	335035	119.00	10/10/2020	INV	PD	AUG HEAT SHARE CONTRIBUTI
101738 SCHILLING SUPPLY COMPANY									
790844-01 CHECK DATE: 09/22/2020		09/14/2020	092220	335036	251.43	10/14/2020	INV	PD	Cleaning Supplies-CCC
109116 SCHNEIDER EXCAVATING AND GRADING INC									
SE2212 CHECK DATE: 09/22/2020		09/09/2020	092220	335037	2,150.00	10/09/2020	INV	PD	CREST DR MANHOLE REMOVAL
101775 THE SHERWIN-WILLIAMS COMPANY-CHANHASSEN									
2415-0 CHECK DATE: 09/22/2020		09/03/2020	092220	335038	1,363.19	10/20/2020	INV	PD	X-WALK PAINT & SPRAY GUN
2646-6 CHECK DATE: 09/22/2020		09/01/2020	092220	335038	355.26	10/20/2020	INV	PD	X-WALK PAINT & SUPPLIES
					1,718.45				
104547 SITEONE LANDSCAPE SUPPLY HOLDING LLC									
103014348-001 CHECK DATE: 09/22/2020		09/04/2020	092220	335039	74.50	10/15/2020	INV	PD	IRRIGATION PARTS & SUPPLI
101803 SM HENTGES & SONS INC									
SP1017-108-13 CHECK DATE: 09/22/2020		09/11/2020	092220	335040	1,066,921.99	10/11/2020	INV	PD	TH 212 INTERCHANGE & CSAH
109123 SMITH, MARK									
350030060-2020 CHECK DATE: 09/22/2020		09/10/2020	092220	335041	2,914.50	10/10/2020	INV	PD	SEP REBATE-RESIDENTIAL SO PAYEE: SMITH, MARK
107195 SOCIAL INDOOR LLC									
4061 CHECK DATE: 09/22/2020		09/10/2020	092220	335042	1,000.00	10/10/2020	INV	PD	TC ADVERTISING
109127 SOUBA, CONNOR									
2008371.002 CHECK DATE: 09/22/2020		08/06/2020	092220	335043	34.73	10/11/2020	INV	PD	RFD-MEMBERSHIP REFUND PAYEE: SOUBA, CONNOR



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101828 SOUTHWEST NEWS MEDIA									
2110445		08/27/2020	092220	335044	44.14	09/15/2020	INV	PD	HEARING-OAK RIDGE SENIOR
CHECK DATE: 09/22/2020									
101847 SRF CONSULTING GROUP INC									
12504.00-16		08/31/2020	092220	335045	65,678.04	10/11/2020	INV	PD	TH 212 INTERCHANGE & CSAH
CHECK DATE: 09/22/2020									
101850 STANTEC CONSULTING SERVICES INC									
1696306		08/27/2020	092220	335046	5,416.75	09/27/2020	INV	PD	JUL-GENERAL ENGINEERING
CHECK DATE: 09/22/2020									
1696307		08/27/2020	092220	335046	1,095.38	09/27/2020	INV	PD	JUL-ENG DEPT ASSISTANCE
CHECK DATE: 09/22/2020									
1696308		08/27/2020	092220	335046	6,435.00	09/27/2020	INV	PD	JUL-MSA
CHECK DATE: 09/22/2020									
1696309		08/27/2020	092220	335046	350.00	09/27/2020	INV	PD	JUL-SW AREA COLLECTOR COR
CHECK DATE: 09/22/2020									
1696310		08/27/2020	092220	335046	20,015.22	09/27/2020	INV	PD	JUL-RECORD PLAN/BASE MAP
CHECK DATE: 09/22/2020									
1696311		08/27/2020	092220	335046	253.66	09/27/2020	INV	PD	JUL-MCKNIGHT WETLAND BANK
CHECK DATE: 09/22/2020									
1696312		08/27/2020	092220	335046	362.50	09/27/2020	INV	PD	JUL-LAKE HAZELTINE SUBSTA
CHECK DATE: 09/22/2020									
1696313		08/27/2020	092220	335046	10,439.06	09/27/2020	INV	PD	JUL-CREEK RD TRUNK SEWER
CHECK DATE: 09/22/2020									
1696314		08/27/2020	092220	335046	2,273.00	09/27/2020	INV	PD	JUL-NE COLLECTOR IN SW AR
CHECK DATE: 09/22/2020									
1696315		08/27/2020	092220	335046	1,431.48	09/27/2020	INV	PD	JUL-PIONEER TRL/MCKNIGHT
CHECK DATE: 09/22/2020									
1696316		08/27/2020	092220	335046	2,725.00	09/27/2020	INV	PD	JUL-2019 DT RECONSTRUCTIO
CHECK DATE: 09/22/2020									
1696317		08/27/2020	092220	335046	53,017.58	09/27/2020	INV	PD	JUL-2020 DT RECONSTRUCTIO
CHECK DATE: 09/22/2020									
1696318		08/27/2020	092220	335046	80,230.15	09/27/2020	INV	PD	JUL-PAR 30 GOLF COURSE
CHECK DATE: 09/22/2020									
1696319		08/27/2020	092220	335046	252.00	09/27/2020	INV	PD	JUL-WELL 9 REHABILITATION



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/22/2020									
1696320		08/27/2020	092220	335046	6,812.71	09/27/2020	INV	PD	JUL-LYMAN BLVD CITY UTILI
CHECK DATE: 09/22/2020									
1696321		08/27/2020	092220	335046	10,414.59	09/27/2020	INV	PD	JUL-HARVEST WEST PARK NAT
CHECK DATE: 09/22/2020									
1696322		08/27/2020	092220	335046	2,572.50	09/27/2020	INV	PD	JUL-DEL WEBB DEV STORMWAT
CHECK DATE: 09/22/2020									
1696324		08/27/2020	092220	335046	820.00	09/27/2020	INV	PD	JUL-OAK RIDGE STORMWATER
CHECK DATE: 09/22/2020									
1696325		08/27/2020	092220	335046	1,911.00	09/27/2020	INV	PD	JUL-PIONEER VISTA STORMWA
CHECK DATE: 09/22/2020									
					206,827.58				
109114 STS OPERATING INC									
5406896-00		08/18/2020	092220	335047	400.45	09/18/2020	INV	PD	SNOW PART
CHECK DATE: 09/22/2020									
100757 THE GRAPHIC EDGE LLC									
1443607		09/10/2020	092220	335048	1,627.96	10/10/2020	INV	PD	CCC staff shirts
CHECK DATE: 09/22/2020									
102008 TRI-CITY/WILLIAM LLOYD ANALYTICAL LAB									
2000215		09/02/2020	092220	335049	156.00	09/30/2020	INV	PD	Clayhole Water Testing-Au
CHECK DATE: 09/22/2020									
102064 US BANK									
5846115		08/25/2020	092220	335050	500.00	09/25/2020	INV	PD	PAYING AGENT FEE GO IMP 2
CHECK DATE: 09/22/2020									
104522 US FOODS INC									
3577832		09/09/2020	092220	335051	224.16	10/09/2020	INV	PD	TP & HAND TOWELS-TC
CHECK DATE: 09/22/2020									
102061 USA BLUE BOOK									
342212		08/27/2020	092220	335052	141.92	09/27/2020	INV	PD	WARNING SIGNS (10)
CHECK DATE: 09/22/2020									
345066		08/31/2020	092220	335052	141.92	09/30/2020	INV	PD	WARNING SIGNS (10)



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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
CHECK DATE: 09/22/2020									
102141 WASTE MANAGEMENT OF MINNESOTA INC					283.84				
7405344-1593-1		09/03/2020	092220	335053	1,550.35	10/03/2020	INV	PD	SEP TC GARBAGE SVC
CHECK DATE: 09/22/2020									
7405349-1593-0		09/03/2020	092220	335053	306.76	10/03/2020	INV	PD	TOWN COURSE MAINT
CHECK DATE: 09/22/2020									
8349654-2282-9		09/03/2020	092220	335053	204.62	10/03/2020	INV	PD	SEP PAR 30 GARBAGE
CHECK DATE: 09/22/2020									
102189 WM MUELLER & SONS					2,061.73				
259359		09/03/2020	092220	335054	109.62	10/25/2020	INV	PD	MANHOLE/VALVE PATCHING
CHECK DATE: 09/22/2020									
102231 ZIEGLER INC									
SW140177261		08/31/2020	092220	335055	2,010.14	09/30/2020	INV	PD	UNIT #167 STARTER REPAIR
CHECK DATE: 09/22/2020									
					2,010.14				
=====					=====				
197 INVOICES					1,665,993.55				
=====					=====				

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

Electronic Payments

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
107490 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
82054		09/11/2020	091420	2490	1,382.78	09/14/2020	DIR	PD	091120 Payroll - HCSP Con
CHECK DATE: 09/14/2020									
107744 GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY									
82055		09/11/2020	091420	2491	200.00	09/14/2020	DIR	PD	091120 Payroll - MNDGP Co
CHECK DATE: 09/14/2020									
101756 MII LIFE INCORPORATED									
39547257		09/08/2020	091020	2483	573.49	09/10/2020	DIR	PD	9/10/20 FSA REIMBURSEMENT
CHECK DATE: 09/10/2020									
100927 INTERNAL REVENUE SERVICE									
82048		09/11/2020	091120	2484	136,603.26	09/11/2020	DIR	PD	091120 Payroll - FICA Fed
CHECK DATE: 09/11/2020									
101343 MINNESOTA DEPT OF REVENUE-PAYROLL WIRES									
82049		09/11/2020	091420	2488	25,683.77	09/14/2020	DIR	PD	091120 Payroll - MN State
CHECK DATE: 09/14/2020									
101376 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
82050		09/11/2020	091120	2485	11,595.58	09/11/2020	DIR	PD	091120 Payroll - 457 Cont
CHECK DATE: 09/11/2020									
106955 NATIONWIDE RETIREMENT SOLUTIONS(USCM)									
82053		09/11/2020	091120	2487	2,313.87	09/11/2020	DIR	PD	091120 Payroll - ROTH Con
CHECK DATE: 09/11/2020									
107499 OLD NATIONAL BANK									
6314047-SEP20		09/15/2020	091520	2492	1,400.00	09/15/2020	DIR	PD	SEP EDA PROMISSORY NOTE-P
CHECK DATE: 09/15/2020									
104668 OPTUM BANK INC									
82052		09/11/2020	091420	2489	14,556.99	09/14/2020	DIR	PD	091120 Payroll - HSA Cont
CHECK DATE: 09/14/2020									



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City of Chaska
VENDOR INVOICE LIST

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INVOICE	P.O.	INV DATE	CHECK RUN	CHECK #	INVOICE NET	DUE DATE	TYPE	STS	INVOICE DESCRIPTION
101506 PUBLIC EMPLOYEES RETIREMENT ASSOCIATION									
82051		09/11/2020	091120	2486	98,363.60	09/11/2020	DIR	PD	091120 Payroll - PERA Con
CHECK DATE: 09/11/2020									
					98,363.60				
=====					=====				
10 INVOICES					292,673.34				
=====					=====				

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

**Biweekly Report
September 21, 2020
By
Matt Podhradsky**

UPCOMING COUNCIL MEETING SCHEDULE

Just as a reminder, after the meeting on Monday night which was our second meeting in two weeks because of the Labor Day holiday, we will be getting back onto our normal schedule for Council meetings, with us having our next two Council meetings on October 5th and 19th.

At this point, please plan that we will have a work session at both of these meetings, with one work session focused on bringing in Len Simich from SW Transit to talk about emerging issues with SW Transit services, and the other work session focusing on starting to look at the Enterprise Fund Budgets for the 2021 year. At this point, it looks like we will have SW Transit on October 5th and the Budget work session on October 19th.

For all these meetings we will continue to be at the Chaska Event Center with a Zoom option.

If there are any questions or concerns, please let me know so that we can adjust, as necessary.

UPDATE ON CITY HALL WORK

As the Council is aware, we have now started construction work in City Hall to address the issues identified with making City Hall "COVID Friendly" as we look to reopen City Hall to the public. This is the project we are completing using our Federal CARES Dollar allocation to make our work and common spaces safer to allow our employees to be able to safely come back to work.

As of this week, the major focus of the work has been on demolition to prepare for the improvements. The main desk on the first floor has been removed, with the new wall that will serve as the front desk now having been framed. At the same time, the contractor is currently working on demolishing the wall between my old office and the old Utility Billing space that will allow us to have a much larger conference/lunch room that can safely accommodate people for larger in-person meetings. They have also broke through a opening for a door between our Building Inspections department and our former Bluff Conference room, which will allow them to spread out their space more and provide a building inspection counter for our customers separate from the Utility Billing Desk.

This upcoming week, work will start on making the new entrance off of the plaza into the Library space so we are able to separate library patrons from City Hall patrons to reduce congestion in the lobby area, and work will begin on converting our Sallyport into office space by removing the garage door and leveling the floor in the space.

We are moving forward on schedule and budget at this point, with everything running very smoothly. As a reminder, we are required to have this work completed and paid for by November 15th to make sure we can use our Federal CARES dollars to pay for this. We look to be on target for this.

If there are any questions on this, please let me know.

Follow Up from Human Rights Commission Work Session

Just as a follow up to our work session with the Human Rights Commission, I did want to share with Council that Staff has started meeting to discuss taking the results of the work session to help the Human Rights Commission develop a work plan for the upcoming years. As was discussed during this work session, Staff has been looking at how we can take some of the work that we have been doing with the Chaska Cares initiative and translate that into how staff and budget resources can be put into helping the Human Rights Commission develop and implement a Work Plan for the 2021 year.

At this point, we are focusing on some of the synergies that we have within both our Park and Recreation Department and the expertise in programming that they can bring to the table, and the Police Department with the relationships and partnerships they can bring to the table to be able to expand what resources are available to the Human Rights Commission and how that can allow them to accomplish more of the educational and advisory capacities that everyone seemed to agree in the Work Session was so important.

The plan at this time would be to have the Human Rights Commission work on this plan over the course of this fall to present to the Council as a recommended work plan at the end of December or beginning of January, so everyone is on the same page about the focus of what activities will occur over the next 12 months. We hope to utilize this as a model each year to provide some strategic focus to the work that will occur each year, and so that we can plan for properly resourcing these plans.

Again, I just wanted to let the Council know that this work is occurring and what to expect. If there are any questions or concerns, please let me or Nate know.

Trail Connection-Lake Grace to Highway 41 Underpass

As the Council is likely aware, one piece of the Highway 41 reconstruction project by Target/Chaska Commons that has not been completed yet is connecting the trail on the south end of Lake Grace to the underpass that safely takes people to the east side of Highway 41. This is a very complicated connection, as the existing trail is only 6 feet wide (most of our trails are 8-10 foot) and there are barriers of the Lake and the townhomes to the south that limit the amount of area that we have to work in. There is also an inlet of the Lake that is quite wide and will require a larger bridge.

The challenge staff has been working on is how to address the challenges of this connection in a way that makes it financially feasible for us to move forward with this project. Our Parks and Recreation Director is currently working with our Public Works Director to study this further and bring economically feasible solutions back to the Park Board for discussion, with the hope that they can provide a recommendation to Council yet this fall. Ideally, we would like to start working on the trail work yet this fall, with the bridge work being easier to do during the winter.

Our hope would be to have this open early next summer for another safe connection under Highway 41.

If there are any questions or concerns, please let me know.