



**Meeting Location: Municipal Center  
7100 147th Street West  
Apple Valley, Minnesota 55124**

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**March 27, 2025**

**CITY COUNCIL REGULAR MEETING TENTATIVE AGENDA  
7:00 PM**

1. Call to Order and Pledge
2. Approve Agenda
3. Audience - 10 Minutes Total Time Limit - For Items NOT on this Agenda
4. Approve Consent Agenda Items

*Consent Agenda Items are considered routine and will be enacted with a single motion, without discussion, unless a councilmember or citizen requests to have any item separately considered. It will then be moved to the regular agenda for consideration.*

- A. Approve Minutes of March 13, 2025, Regular Meeting
- B. Proclaim June 16-22, 2025, as "Mayor's Monarch Pledge Week"
- C. Approve 2025-2026 Insurance Renewal with League of Minnesota Cities Insurance Trust
- D. Approve the Sale and Purchase Agreement (including the related Repurchase Agreement) with Northland Real Estate Group, LLC, for the Sale of Lot 2, Block 1, Fraser Addition
- E. Adopt Resolution Setting Public Hearing for Vacation of Easements on Outlot A, Orchard Place 4th Addition at 7:00 p.m. on April 24, 2025
- F. Adopt Resolution Approving One-Year Extension of Site Plan/Building Permit Authorization and Conditional Use Permit for Les Schwab Tires Development
- G. Adopt Resolution Approving Continuation of Cooperative Agreement with Dakota County Community Development Agency for Administration of Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant Programs
- H. Approve Joint Powers Agreement with Dakota County Community Development Agency to Administer Local Affordable Housing Aid Funds
- I. Adopt Resolution Directing Preparation of Plans and Specifications for

Project 2025-101E, 2025 Street and Utility Improvements (Apple Streets Electrical Conversion Phase 1)

- J. Approve Continuation of Commission/Committee Recognition Program
- K. Adopt Resolution Ordering Preparation of Feasibility Study for Project 2025-110, Ellice Trail (Johnny Cake Ridge Road to CSAH 31) Improvements
- L. Approve Bidder Qualification Selection Criteria for Project 2024-190, Kelley Park Renovation (2023 Parks Bond Referendum)
- M. Approve Procedures for Contract Change Orders for Project 2024-188, Youth Baseball/Softball Complex Construction (2023 Parks Bond Referendum)
- N. Approve Procedures for Contract Change Orders for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)
- O. Approve Purchase Order with Landscape Structures, Inc., for Inclusive Playground Equipment for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)
- P. Approve Agreement with Sawtooth Holdings, Inc., d/b/a Flagship Recreation for Inclusive Playground Installation Services for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)
- Q. Approve Proposal with VCI Environmental, Inc., for Hazardous Material Abatement Services for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)
- R. Approve Agreement with Kunkel Electric for Lighting Installation for Project 2024-153, Pickleball Court Expansion at JCRPW (2023 Parks Bond Referendum)
- S. Approve Local Trail Connections Grant Agreement with Minnesota Department of Natural Resources for Project 2024-158, Cobblestone Lake Park Trail Improvements (2023 Parks Bond Referendum)
- T. Approve Agreement with Hawkins, Inc., for Project 2025-146, 2025 Outdoor Pool Water Management
- U. Adopt Resolution Awarding Agreement for Project 2025-101, 2025 Street and Utility Improvements (Apple Streets Phase 1)
- V. Award Agreements Under 2025 South Metro Cities Joint Powers Agreement for Project 2025-119, Street Maintenance JPA
- W. Approve Change Order No. 28 to Agreement with Terra General Contractors, LLC, d/b/a Terra Construction for Project 2024-187, Family

Aquatic Center Improvements (2023 Parks Bond Referendum)

- X. Approve Change Orders No. 25, 26, 27, 29, and 30 to Agreement with Terra General Contractors, LLC, d/b/a Terra Construction for Project 2024-187, Family Aquatic Center Improvements (2023 Parks Bond Referendum)
- Y. Approve Acceptance and Final Payment on Agreement with McNamara Contracting, Inc., for Project 2017-109, Johnny Cake Ridge Road Improvements
- Z. Approve Acceptance and Final Payment on Agreement with Hawkins, Inc., for Project 2024-139, 2024 Outdoor Pool Water Management
- AA. Approve Personnel Report.
- AB. Approve Claims and Bills
- AC. Approve Guaranteed Maximum Price Amendment to AIA Agreement with Kraus Anderson Construction Company for Construction Management at Risk Services for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

5. Regular Agenda Items

- A. Proclaim April 25, 2025, as "Arbor Day" and May 2025 as "Arbor Month"
- B. Adopt Resolution Supporting Retention of City Zoning Authority and Opposing Proposed Legislation Seeking to Limit Local Land Use Decision Making

6. Staff and Council Communications

7. Approve Calendar of Upcoming Events

8. Adjourn

*Regular meetings are broadcast, live, on Charter Communications Cable Channel 180 and on the City's website at [www.applevalleymn.gov](http://www.applevalleymn.gov)*



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.A.  
March 27, 2025  
Consent Agenda

<b>Description:</b>	
Approve Minutes of March 13, 2025, Regular Meeting	
<b>Staff Contact:</b>	<b>Department / Division:</b>
Christina M. Scipioni, City Clerk	City Clerk's Office

**ACTION REQUESTED:**

Approve the minutes of the regular meeting of March 13, 2025.

**SUMMARY:**

The minutes from the last regular City Council meeting are attached for your review and approval.

**BACKGROUND:**

State statute requires the creation and preservation of meeting minutes which document the official actions and proceedings of public governing bodies.

**BUDGET IMPACT:**

N/A

**ATTACHMENTS:**

Minutes



CITY OF APPLE VALLEY  
Dakota County, Minnesota  
March 13, 2025

Minutes of the regular meeting of the City Council of Apple Valley, Dakota County, Minnesota, held March 13, 2024, at 7:00 p.m., at Apple Valley Municipal Center.

PRESENT: Mayor Hooppaw; Councilmembers Bergman, Grendahl, Hiebert, and Melander.

ABSENT: None.

City staff members present were: City Clerk Scipioni, City Attorney Hills, City Engineer Anderson, Community Development Director Benetti, Parks and Recreation Director Carlson, Deputy Police Chief Dahlstrom, Police Chief Francis, Assistant City Administrator Grawe, Human Resources Manager Haefner, Finance Director Hedberg, Fire Chief Nelson, and Public Works Director Saam.

Mayor Hooppaw called the meeting to order at 7:00 p.m. Everyone took part in the Pledge of Allegiance to the flag.

#### APPROVAL OF AGENDA

MOTION: of Grendahl, seconded by Bergman, approving the agenda for tonight's meeting, as presented. Ayes - 5 - Nays - 0.

#### AUDIENCE

Mayor Hooppaw asked if anyone was present to address the Council, at this time, on any item not on this meeting's agenda. No one requested to speak.

#### CONSENT AGENDA

Mayor Hooppaw asked if the Council or anyone in the audience wished to pull any item from the consent agenda. There were no requests.

MOTION: of Melander, seconded by Grendahl, approving all items on the consent agenda with no exceptions. Ayes - 5 - Nays - 0.

#### CONSENT AGENDA ITEMS

MOTION: of Melander, seconded by Grendahl, approving the minutes of the regular meeting of February 27, 2025, as written. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, adopting **Resolution No. 2025-35** accepting, with thanks, the donation of \$5,000.00 from Apple Valley American Legion, Post 1776, for the recreation scholarship fund. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, adopting **Resolution No. 2025-36** accepting, with thanks, the donation of cash and prizes from various businesses toward sponsorship of the Mid-Winter Fest celebration. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, adopting **Resolution No. 2025-37** authorizing Apple Valley, Farmington, Rosemount Cable Commission to sign PEG Payment Agreement for single payment of remaining PEG revenues. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, declaring certain Family Aquatic Center equipment as surplus; and authorizing disposal of the surplus City property by a public online auction with Auction Masters, Inc., as attached to the Parks and Recreation Director's memo. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, adopting **Resolution No. 2025-38** approving plans and specifications for Project 2023-133, EVR-P11 Pond Enhancements; and authorizing advertising for receipt of bids, at 10:00 a.m., on April 8, 2025, via a posting on the City's website and Quest Construction Data Network. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, adopting **Resolution No. 2025-39** approving plans and specifications for Project 2025-109, Central Village Street Improvements; and authorizing advertising for receipt of bids, at 11:00 a.m., on April 15, 2025, via a posting on the City's website and Quest Construction Data Network. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, adopting **Resolution No. 2025-40** approving plans and specifications for Project 2025-115, Contract Ash Tree Stump Removal and Sidewalk Replacement; and authorizing advertising for receipt of bids, at 10:00 a.m., on April 8, 2025, via a posting on the City's website and Quest Construction Data Network. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving the Agreement for Pavement Management Consultant Services with GoodPointe Technology, LLC, in the amount of \$27,000.00, and authorizing the Mayor and City Clerk to sign the same. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving the Agreement for Police Operations Building – Fitness Equipment Purchase and Installation with Push Pedal Pull, Inc., in the amount of \$58,769.46, and authorizing the Mayor and City Clerk to sign the same. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, adopting **Resolution No. 2025-41** awarding the agreement for Project 2024-153, Pickleball Court Expansion at JCRPW, to McNamara Contracting, Inc., the lowest responsible bidder, in the amount of \$475,001.93 (2023 Parks Bond Referendum). Ayes - 5 - Nays - 0.

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Dakota County, Minnesota

March 13, 2025

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MOTION: of Melander, seconded by Grendahl, approving the Agreement for Project 2024-153, Pickleball Court Expansion at JCRPW with Irrigation by Design, Inc., in the amount of \$18,890.00, and authorizing the Mayor and City Clerk to sign the same (2023 Parks Bond Referendum). Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving the Agreement for Project 2024-188, Youth Baseball/Softball Complex Construction with Musco Sports Lighting, LLC, in the amount of \$836,280.00, and authorizing the Mayor and City Clerk to sign the same (2023 Parks Bond Referendum). Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving the Guaranteed Maximum Price Amendment to AIA Agreement for Project 2024-188, Youth Baseball/Softball Complex Construction with Terra General Contractors, LLC, d/b/a Terra Construction, in the amount of \$5,698,578.00, and authorizing the Mayor and City Clerk to sign the same (2023 Parks Bond Referendum). Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving bidder qualification selection criteria for Project 2024-188, Youth Baseball/Softball Complex Construction, as attached to the Parks and Recreation Director's memo (2023 Parks Bond Referendum). Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving Change Order No. 9 for Project 2021-172, Police Garage, with various contractors in various amounts. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving Change Order No. 2 to the agreement with Conference Technologies, Inc., for Police Operations Building – Video Conferencing/Display Monitors/Audio/Data Networking & Cabling, resulting in no change to the contract amount. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, accepting Project 2024-105, 2024 Street Improvements, as complete and authorizing final payment on the agreement with B32 Engineering Group, Inc., in the amount of \$2,550.00 (2023 Parks Bond Referendum). Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, accepting Project 2024-127, Hayes Arena Ice System Replacement, as complete and authorizing final payment on the agreement with McNamara Contracting, Inc., in the amount of \$295,875.90. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, approving the personnel actions as listed in the Personnel Report dated March 13, 2025. Ayes - 5 - Nays - 0.

MOTION: of Melander, seconded by Grendahl, to pay the claims and bills, check registers dated February 19, 2025, in the amount of \$1,549,133.09, and February 26, 2025, in the amount of \$3,254,340.20. Ayes - 5 - Nays - 0.

#### END OF CONSENT AGENDA

#### INTRODUCTION AND OATHS OF OFFICE OF FIREFIGHTERS

Fire Chief Nelson introduced Firefighters Eric Chin and Josh Waterman. City Clerk Scipioni administered the oath of office to Firefighters Chin and Waterman. Their family members pinned their badges. The City Council congratulated Firefighters Chin and Waterman on the end of their probationary period and thanked them for their service to the City.

#### COMMUNICATIONS

There were no staff or Council communications.

#### CALENDAR OF UPCOMING EVENTS

MOTION: of Grendahl, seconded by Bergman, approving the calendar of upcoming events as included in the Deputy City Clerk's memo, and noting that each event listed is hereby deemed a Special Meeting of the City Council. Ayes - 5 - Nays - 0.

#### CLOSE MEETING – TO DISCUSS AN OFFER TO PURCHASE CITY-OWNED PROPERTY – LOCATED AT 7153 152<sup>ND</sup> STREET WEST AND 7169 153<sup>RD</sup> STREET WEST (CENTRAL VILLAGE WEST SITE)

Mayor Hooppaw requested a motion to close the meeting under the exception to the open meeting law to discuss an offer to purchase City-owned property located at 7153 152<sup>nd</sup> Street West and 7169 153<sup>rd</sup> Street West (Central Village West site).

MOTION: of Grendahl, seconded by Hiebert, to close the regular meeting and convene in closed session to discuss an offer to purchase City-owned property located at 7153 152<sup>nd</sup> Street West and 7169 153<sup>rd</sup> Street West. (Central Village West site). Ayes - 5 - Nays - 0.

This portion of the meeting ended at 7:07 p.m.

Mayor Hooppaw and Councilmembers Bergman, Grendahl, Hiebert, and Melander convened in the Regent Conference Room, at 7:13 p.m., along with Assistant City Administrator Grawe, City Clerk Scipioni, City Attorney Hills, Community Development Director Benetti, Finance Director Hedberg. The meeting was recorded as required by law. The Council reconvened in open session at 7:24 p.m.

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Dakota County, Minnesota  
March 13, 2025  
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MOTION: of Grendahl, seconded by Hiebert, to adjourn. Ayes - 5 - Nays - 0.

The meeting was adjourned at 7:24 p.m.

Respectfully Submitted,

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Christina M. Scipioni, City Clerk

Approved by the Apple Valley City Council  
on March 27, 2025.

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Clint Hooppaw, Mayor



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.B.  
March 27, 2025  
Consent Agenda

**Description:**

Proclaim June 16-22, 2025, as "Mayor's Monarch Pledge Week"

**Staff Contact:**

Samantha Berger, Natural Resources Coordinator

**Department / Division:**

Natural Resources Division

**ACTION REQUESTED:**

Proclaim June 16-22, 2025, as "Mayor's Monarch Pledge Week".

**SUMMARY:**

Attached is a proclamation for June 16-22, 2025 as "Mayor's Monarch Pledge Week". In observance of the proclamation, the City joins the National Wildlife Federation's commitment to educating and raising awareness on the importance of monarchs and other pollinators. Mayor Hooppaw is the sponsor of this proclamation. The Pledge requires at least three action items a year with a year-end reporting summary. Planned action items include issuing this Proclamation, offering native seeds at the Home and Garden Show, and continuing our practices to integrate additional habitat on City lands to support monarchs and other pollinators.

**BACKGROUND:**

The Pledge timing coincides with National Pollinator Week. This Pledge is one additional way the City strengthens our ongoing commitment to enhancing our environment with educational components, utilizing native plants in City projects, and offering the Rainwater Rewards program to better pollinator habitat on private properties. This is the third consecutive year of the City's Pledge.

**BUDGET IMPACT:**

N/A

**ATTACHMENTS:**

Proclamation

CITY OF APPLE VALLEY  
**PROCLAMATION**

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly by supporting habitat improvements and offering educational opportunities to promote monarch and pollinator conservation; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse ecosystems; and contribute to the stability of the entire food web; and

WHEREAS, every citizen of Apple Valley can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat in locations where people live, work, learn, play and worship.

NOW, THEREFORE, the City Council of the City of Apple Valley, Dakota County, Minnesota, does hereby proclaim that June 16-22, 2025 in Apple Valley is:

**Mayor's Monarch Pledge Week**

FURTHER, this Council urges citizens to become more aware of the importance of monarchs and to participate in pollinator planting that will ensure habitat to nurture and protect monarchs and other pollinators.

PROCLAIMED this 27th day of March, 2025.

\_\_\_\_\_  
Clint Hooppaw, Mayor

ATTEST:

\_\_\_\_\_  
Christina M. Scipioni, City Clerk



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.C.  
March 27, 2025  
Consent Agenda

<b>Description:</b> Approve 2025-2026 Insurance Renewal with League of Minnesota Cities Insurance Trust	
<b>Staff Contact:</b> Ron Hedberg, Finance Director	<b>Department / Division:</b> Finance Department

**ACTION REQUESTED:**

Approve the 2025-2026 insurance renewal with the League of Minnesota Cities Insurance Trust with a renewal premium amount of \$1,554,053.

**SUMMARY:**

The City Council is requested to authorize renewal of the City's 2025-2026 insurance contracts with League of Minnesota Cities Insurance Trust (LMCIT).

The LMCIT renewal of the City's insurance for the coming year shows an increase in the Worker Compensation experience modification, increasing to .76 from 0.64, and liability experience modification rate, down 20.8% to 0.80, and an automobile experience modification rate that is down 5% to 0.95, for the coming year. These changes to the modification rates impact the total net premiums paid. Another significant change in the overall premium paid are the increased property values following the LMCIT appraisal completed in 2024, in addition to increased values for new buildings such as the new Fire Station #2.

Below is a recap of the premiums for the past few years and overall, the insurance premiums, will decrease approximately 4.8%, or \$78,422, to \$1,554,053 for the coming year.

**BACKGROUND:**

***Workers' Compensation Premium***

The Workers' Compensation Policy renewal shows a number of changes for the coming year. The paid-on call firefighters' premium is now based on wages of the firefighters rather than the city population as in prior years. There were also a number of adjustments made to the gross rates for some of the classes as the LMCIT experience for the job classes. There were decreases in most of the job classification rates with some classes with significant decreases of approximately 45%. The two job classes that increased were for golf course and mechanic employees, in which the class rate increased 25% and 6.7% respectively. The experience modification rate increased to 0.76, and the net workers comp premium declined approximately \$6,500. This will allow the rates charged to the operating funds to be adjusted for 2025.

The Workers' Compensation insurance premium is based on estimated payrolls and is



adjusted to actual at year-end based on an audit of wages paid and the job functions performed. Attached is a breakdown by premium rate class.

### ***Property and Liability Insurance Premium***

For the property and liability insurance portion, the overall premiums decreased approximately 7.2%, or \$71,954. The area that increased the most includes the property and automotive coverage, which reflects overall insurance industry increases. Continuing this year is the LMCIT provided Cyber-First Party coverage. This is a standalone coverage document, and there is an explicit premium charge for cyber coverage, rather than including it with property premiums as was the case in prior years. The limit of the LMCIT Cyber-First policy includes a maximum of \$500,000, which is the highest coverage amount offered by the LMCIT.

The Municipal First Party Cyber Coverage provides coverage for the following types of cyber risks:

- Data security breach response costs, like legal and information technology consulting, providing notice to affected persons, credit monitoring and identity theft services, and other reasonable expenses incurred to respond to a breach.
- Loss of revenue, extra expense, and expediting expense caused by a cyber virus or hacking attack.
- Cost to reproduce or restore electronic data that has been damaged or destroyed by unauthorized intrusive codes or programming, such as a virus, hacker, or similar attack.
- Cost to repair or replace computer equipment rendered non-functional for its intended purpose due to unauthorized intrusive codes or programming, such as a virus, hacker, or similar attack.

The premiums represent gross premiums and reflect the current rates charged by the LMCIT. Based on our own City's individual experience, we may receive a premium dividend/refund. We can anticipate continued dividends, so long as we experience positive claims history. In the past three years we have received property insurance dividends totaling \$104,035, \$31,587 and \$32,571 in, 2022, 2023 and 2024, respectively.

	2021-22 Premium	2022-23 Premium	2023-24 Premium	2024-25 Premium	2025-26 Premium	Percent Change
General Liability	\$308,208	\$ 367,470	\$366,645	\$ 338,524	\$ 256,260	-24.3%
Property	286,484	260,938	298,228	332,039	357,163	7.6%
Automobile	86,141	71,852	84,514	120,171	113,921	-5.2%
Boiler/Machinery Breakdown	23,724	26,384	29,465	29,776	34,315	15.2%
Liquor Liability	22,729	19,944	19,527	20,097	21,526	7.1%
Umbrella (\$2,000,000)	116,832	145,215	147,915	141,647	127,610	-9.9%
Cyber-First Party	included	5,023	7,535	7,371	6,782	-8.0%
Employee Bond	2,262	2,314	2,760	2,813	2,907	3.3%
Fireworks	250	250	-	225	225	0.0%
Crime	included	included	3,797	3,715	3,715	0.0%
Prop. & Liability Insurance	846,630	899,390	960,386	996,378	924,424	-7.2%

Workers' Compensation	837,866	913,352	666,286	636,096	629,629	-1.0%
Total Premium	1,684,496	1,812,742	1,626,672	1,632,474	1,554,053	-4.8%
Workers' Comp. Experience Mod.	1.13	0.99	0.64	0.64	0.76	18.8%
Liability Experience Mod.	1.01	1.179	1.086	1.01	0.80	-20.8%
Automobile Exper. Mod	1.15	1.00	0.90	1.00	0.95	-5.0%
Property Ins. Dividend	104,035	\$ 31,587	\$32,571			

### **BUDGET IMPACT:**

The total premium renewal of \$1,554,053, in addition there is the annual agency fee of \$17,000. The total 2025-2026 premium is within the 2025 amounts budgeted in the operating funds of \$2,486,695 and will help to restore the drawdowns of reserves that were experienced in the past few years in the Self Insurance Fund Reserves as well as the opportunity to amend the 2025 rates charged to the operating funds. As of 12-31-2024, the cash balance is \$2,571,140.

### **ATTACHMENTS:**

Exhibit

**Workers' Compensation**

		2024(Mar '24 to Feb '25)			2024/2025			2025(Mar '25 to Feb '26)			2025/2026		
<u>Class Code</u>	<u>Classification</u>	<u>Estimated Payroll</u>	<u>Gross Rate</u>	<u>Premium</u>	<u>% inc in Wages</u>	<u>% Change in Rate</u>	<u>% change in Premium</u>	<u>Estimated Payroll</u>	<u>Gross Rate</u>	<u>Premium</u>	<u>% inc in Wages</u>	<u>% Change in Rate</u>	<u>% change in Premium</u>
5506-2	Street	1,622,660	8.21	133,220	12.0%	-15.0%	-4.8%	1,737,244	4.51	78,350	7.1%	-45.1%	-41.2%
7520-1	Waterworks	1,425,900	3.45	49,194	0.4%	-15.0%	-14.7%	1,559,803	2.57	40,087	9.4%	-25.5%	-18.5%
7610-1	Cable TV operators	269,030	0.32	861	6.2%	-15.8%	-10.6%	289,131	0.33	954	7.5%	3.1%	10.8%
7706-1	Firefighter (non Vol. )	467,740	8.87	41,489	1.2%	-20.0%	-19.1%	511,556	7.61	38,929	9.4%	-14.2%	-6.2%
7706-2	Firefighter (Pd on Call)							732,164	7.61	55,718			
7708-1	Fire: Volunteers (population)	50,374	225.18	113,432	0.0%	-20.0%	-20.0%						
7720-1	Police	6,983,445	8.86	618,733	5.3%	-11.1%	-6.4%	7,729,529	7.72	596,720	10.7%	-12.9%	-3.6%
8017-2	Store Risk Retail - Off Sale	997,340	3.60	35,904	2.8%	-15.1%	-12.7%	1,037,674	1.98	20,546	4.0%	-45.0%	-42.8%
8227-1	Shop & Yard	382,900	3.86	14,780	-13.7%	-15.0%	-26.6%	453,733	4.12	18,694	18.5%	6.7%	26.5%
8810-2	Clerical	5,733,370	0.65	37,267	15.5%	-14.5%	-1.2%	6,149,434	0.41	25,213	7.3%	-36.9%	-32.3%
8810-8	Golf Clerical	-	-	-				81,912	0.41	336			
9015-1	Building Operations	241,650	6.41	15,490	25.8%	-15.0%	6.9%	414,818	3.53	14,643	71.7%	-44.9%	-5.5%
9015-4	Swimming Pool	96,255	6.41	6,170	20.2%	-15.0%	2.2%	-	3.53	-	-100.0%	-44.9%	-100.0%
9015/9180	Water Parks All Employees	435,235	12.31	53,577	3.8%	49.2%	54.8%	530,784	6.77	35,934	22.0%	-45.0%	-32.9%
9182-1	Skating Rink -indoor	212,000	3.72	7,886	1.1%	-15.1%	-14.2%	253,779	3.57	9,060	19.7%	-4.0%	14.9%
9060-1	Country Club - Golf Courses	747,140	1.52	11,357	15.1%	-15.1%	-2.2%	698,423	1.91	13,340	-6.5%	25.7%	17.5%
9063-1	Community Center- All Employees	782,330	2.26	17,681	-26.4%	-15.0%	-37.5%	863,037	1.43	12,341	10.3%	-36.7%	-30.2%
9102-3	Park	1,839,875	6.72	123,640	11.5%	-15.0%	-5.3%	1,756,898	5.50	96,629	-4.5%	-18.2%	-21.8%
9410-2	Municipal Employees	1,895,710	0.81	15,355	5.7%	-14.7%	-9.9%	2,074,523	0.76	15,766	9.4%	-6.2%	2.7%
9411-1	Elected Officials	56,310	0.14	80	209.4%	-72.7%	-15.8%	64,200		100	14.0%	-100.0%	25.0%
Total		24,188,890	5.4%	1,296,116	6.7%	-13.5%	-7.6%	26,938,642	4.0%	1,073,360	11.4%	-25.6%	-17.2%
Experience Modification		0.64	(466,602)	829,514	change due to Mod. >>	\$ 38,606	-7.6%	0.76	(257,606)	815,754	change due to Mod. >>	\$ 208,995	-1.7%
Premium Discount		-11.75%	(97,485)	732,029			-8.0%	-11.74%	(95,778)	719,976			-1.8%
Commission Discount		0.0%	(12,982)				-7.6%	0.0%	(12,850)				-1.6%
Deductible Credit		10.0%	(82,951)				-26.1%	9.5%	(77,497)				-6.6%
Total Premium			636,096				-4.5%		629,629				-1.0%



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.D.  
March 27, 2025  
Consent Agenda

**Description:**

Approve the Sale and Purchase Agreement (including the related Repurchase Agreement) with Northland Real Estate Group, LLC, for the Sale of Lot 2, Block 1, Fraser Addition

**Staff Contact:**

Tim Benetti, Community Development Director

**Department / Division:**

Community Development Department

**ACTION REQUESTED:**

Approve the Sale and Purchase Agreement (and related Repurchase Agreement) with Northland Real Estate Group, LLC, for the sale of Lot 2, Block 1, Fraser Addition.

**SUMMARY:**

The proposed Purchase Agreement pertains to the sale of a City-owned parcel located at the northwest corner of 150th St. W. (Co. Rd. 42) and 147th St. W. The property is legally described as Lot 2, Block 1, Fraser Addition, with Parcel ID Number 01-27800-01-020.

In late 2024, representatives of Northland Real Estate Group contacted Planning Staff to express interest in purchasing this parcel, adjacent to the Fraser Apple Grove Court Apartments at 8005 147th St. W. Northland represents a group planning to develop a commercial daycare center on the site.

Planning Staff, in coordination with the City Attorney's Office, obtained an appraisal, which was completed on January 16, 2025. On February 13, the City Council convened in a closed session to review and accept the appraiser's valuation range.

Northland Real Estate Group has submitted an offer of \$825,000.00, which aligns with the highest and best value range determined in the appraisal and has been incorporated into the Agreement.

This Purchase Agreement was prepared by the City Attorney and reviewed and approved for content and conditions by the buyer's attorney. *(Note: The attached Agreement has only been signed by Northland Group under the Sale and Purchase Agreement section. The Repurchase Agreement - Exhibit B, will be signed at the time of closing.)*

**BACKGROUND:**

The subject property is a 1.21-acre vacant parcel situated at the northwest corner of 150th St. W. and 147th St. W., adjacent to the Fraser Apple Grove Court Apartments.

Originally approved by the City in March 2000 as part of the Fraser First Addition, the parcel is zoned "LB" (Limited Business District), designated for office and professional service uses. A proposed daycare facility would require a conditional use permit, subject to

future review through Site Plan/Building Permit Authorization and Conditional Use Permit applications.

**BUDGET IMPACT:**

N/A

**ATTACHMENTS:**

Location Map  
Agreement



## Fraser Lot



Parcel Data Is Current As Of:	12/4/2024	Bedrooms	
Parcel ID	012780001020	Bathrooms	
Status	ACTIVE	Garage Sq Ft	
Owner	CITY OF APPLE VALLEY	Other Garage	
Joint Owner		Estimated Land Value	\$295,800
Owner Address	7100 147TH ST W	Estimated Building Value	\$0
Owner Address2		Total Estimated Value	\$295,800
City/State/Zip	APPLE VALLEY MN 55124-7519	Special Assessments	\$0
Common Name	VACANT LAND	Total Property Tax	\$0
Site Address		Date of Sale - Improved	
Municipality	APPLE VALLEY	Sale Value - Improved	\$0
Primary Use	EXEMPT	Date of Sale - Vacant	
Use 2		Sale Value - Vacant	
Use 3		Total Acres	1.21
Use 4		Total Lot Sq. Ft.	52,727
Homestead	NON HOMESTEAD	RW Sq. Ft.	

## **SALE AND PURCHASE AGREEMENT**

This Sale and Purchase Agreement (the "Agreement") is entered into effective as of the last date set forth below on the signature page (the "Effective Date") by and between City of Apple Valley, a Minnesota municipal corporation (hereinafter referred to as "Seller") and Northland Real Estate Group, LLC, a Minnesota limited liability company (hereinafter referred to as "Buyer"). Seller and Buyer are collectively referred to as the Parties.

In consideration of the foregoing and the mutual covenants, and agreement hereinafter expressed, and for other good, fair and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. **Purchase and Sale.** Upon the terms and conditions hereinafter stated, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase, all of Seller's right, title and interest in and to that certain parcel of real estate located in Dakota County, Minnesota and legally described as Lot 2, Block 1, Fraser 1<sup>st</sup> Addition (PID:01-27800-01-020) (the "Property").
2. **Price and Payment.** The Purchase Price for the Property is Eight Hundred Twenty-five Thousand and no/100 Dollars (\$825,000.00) and is payable as follows:
  - 2.1 **Earnest Money.** The sum of Ten Thousand and no/100 Dollars (\$10,000.00) shall be deposited with the Title Company (as defined herein) within three (3) business days following the Effective Date and shall be held in escrow by the Title Company as and for earnest money (together with any interest earned thereon, the "Initial Earnest Money") in accordance with the terms of this Agreement. The Initial Earnest Money shall be applied to the Purchase Price and will remain fully refundable to the Buyer during the Due Diligence Period (as defined herein), and shall become nonrefundable to the Buyer upon the expiration of the Due Diligence Period except in the event this Agreement is terminated due to a Seller default.
  - 2.2 **Cash at Closing.** The unpaid balance of the Purchase Price, subject to prorations and adjustments as provided herein, shall be paid on the Closing Date in cash, by wire transfer or other immediately available funds.
3. **Due Diligence.**
  - 3.1 **Inspections and Approvals.** From the Effective Date until termination of this Agreement, Buyer may review and inspect all aspects of the Property, including, but not limited to, evaluating due diligence materials; zoning and potential rezoning to meet its intended development plan; and conducting surveying, geotechnical, archeological, environmental, well tests, delineations, and any other due diligence inspection, analysis or review deemed necessary by Buyer ("Tests"). Seller agrees to cooperate with Buyer on any Tests, other inspections, and City entitlement applications, if needed. Buyer shall pay all costs and expenses of the Tests and shall defend, indemnify and hold harmless Seller and its agents, employees and contractors and the Property from and against any and all loss, cost, damage, liability, settlement, cause of action or threat thereof or expense (including, without limitation, reasonable attorneys' fees and costs) to the extent arising from the Tests, provided, however, Buyer shall not be responsible for costs or remediation of any pre-existing environmental conditions revealed by Buyer's Tests. Buyer shall promptly repair and restore any damage to the Property caused by Buyer's Tests and return the Property to substantially the same condition as existed prior to the conduct of the Tests. No invasive

Tests shall be done without Seller's approval as to the time and manner of such Tests, which approval shall not be unreasonably withheld or delayed, and, at Seller's option, any such Tests shall be performed in the presence of a representative of Seller. Buyer shall promptly deliver to Seller copies of the Tests related to the Property including, without limitation, any environmental assessment prepared with respect to the Property. Buyer shall immediately notify Seller of the discovery of any hazardous materials or other environmental condition on the Property (prior to giving any notice to any governing authority), and; (i) if, according to Buyer's consultants, such condition requires remedial action, shall cease any further Tests until Buyer receives approval from Seller that Buyer may continue; and (ii) shall dispose of the contaminated samples in Buyer's possession in accordance with law. The obligations of Buyer under this Section 3.1 shall survive Closing (or termination) of this Agreement, notwithstanding any provision to the contrary herein contained.

**3.2 Due Diligence Period.** The "Due Diligence Period" is the period from the Effective Date through the date that is one hundred eighty (180) days after the Effective Date.

**3.3 Buyer's Contingencies and Termination Right.** The obligations of Buyer under this Agreement are contingent upon each of the following:

**3.3.1 Tests.** Buyer shall have determined in its sole and absolute discretion, on or before the expiration of the Due Diligence Period, that it is satisfied with the results of and matters disclosed by the Tests.

**3.3.2 Document Review.** Buyer shall have determined in its sole and absolute discretion, on or before the expiration of the Due Diligence Period, that it is satisfied with its review and analysis of the due diligence materials related to the Property.

**3.3.3 Suitability.** Buyer shall have determined in its sole and absolute discretion, on or before the expiration of the Due Diligence Period, that the Property is suitable to Buyer in accordance with Buyer's development plans.

**3.3.4 Government Approvals.** Buyer shall have obtained at its sole cost and expense, on or before the expiration of the Due Diligence Period, all entitlements, site plan approvals, building plan and design approvals and permits, environmental and wetland mitigation approvals, stormwater management and other watershed district approvals, zoning and land use approvals, any applicable platting and subdivision approvals, and any and all other governmental approvals, in each case to the extent necessary in Buyer's sole judgment for Buyer's proposed use (the "Approvals").

In the event Buyer determines in its sole discretion that any of the contingencies set forth above have not been satisfied on or before the expiration of the Due Diligence Period, or if Buyer is dissatisfied with the Property for any or no reason, Buyer shall have the right to terminate this Agreement by written notice to Seller on or before the expiration of the Due Diligence Period. Upon such termination, the Initial Earnest Money shall be returned to Buyer. If Buyer acknowledges the satisfaction or waiver of a contingency by written notice to Seller, or if Buyer does not provide a written notice of termination by the date required, Buyer shall no longer have a right to terminate this Agreement under this Section because



of such contingency. All the contingencies set forth in this Section 3.3 are specifically for the benefit of the Buyer and may be waived by Buyer at any time.

**4. Title and Survey Examination.**

**4.1 Title Insurance Commitment.** Within five (5) days following the Effective Date, Buyer will order a title insurance commitment from DCA Title (the "Title Company"), including a copy of each instrument listed as an exception to title or referred to therein (the "Title Commitment"), covering the Property, issued by the Title Company, by which Title Commitment the Title Company shall agree to issue to Buyer, upon recording the Deed (as hereinafter defined), an extended coverage current ALTA Form owners title insurance policy (the "Title Insurance Policy") in the amount of the full Purchase Price.

**4.2 Survey.** Buyer, at its sole cost and expense, shall obtain an ALTA/NSPS Land Title Survey of the Property (the "Survey") prepared by a duly licensed land surveyor licensed in Minnesota and acceptable to Buyer. The Survey shall identify the Title Commitment and show all exceptions disclosed in the Title Commitment. The Survey shall be certified to Buyer, Seller and the Title Company.

**4.3 Title Objections.** No later than thirty (30) days following the receipt of both the Title Commitment and Survey, Buyer shall provide written notice to Seller (the "Title Notice") of its approval or disapproval of any exception, matter or condition contained therein (each a "Title Objection").

**4.3.1** Within thirty (30) days of receiving Buyer's Title Notice, Seller will use good faith and reasonable diligence, but will not be obligated to incur any material out-of-pocket expense, to cure any Title Objections. If Seller does not cure the Title Defects within such thirty (30) day period to Buyer's and Title Company's satisfaction, then on or before the expiration of the Due Diligence Period, Buyer shall have the option to give written notice to Seller that Buyer: (i) waives such Title Objections; or (ii) terminates this Agreement. Upon such termination, the Earnest Money shall be returned to Buyer.

**4.3.2** Any Title Objection(s) Buyer waives in writing, and each exception, matter or condition which Buyer approves in writing, shall become a "Permitted Exception" to title. Permitted Exceptions are listed on Exhibit "A."

**4.3.3** Notwithstanding the foregoing, if any new matters or exceptions appear on an updated Title Commitment or Survey, Buyer reserves the right to object to such matters within thirty (30) days of receipt of the updated Title Commitment or Survey, and Seller shall have thirty (30) days of receipt of the new Title Objections from Buyer to cure the same. If Seller fails to cure such Title Objections within the initial thirty (30) day period, then the process outlined above shall apply to such failure to cure such new Objections.

**4.3.4** Notwithstanding anything to the contrary in this Agreement, Seller shall be obligated to cure, at or prior to Closing, and irrespective of whether such matter has been raised in Buyer's Title Objections: (i) mortgages and other monetary liens encumbering the Property; (ii) mechanic's or materialmen's liens encumbering the Property or any portion thereof so long as such liens were not caused or created by Buyer or its consultants, contractors or agents; and (iii) any encumbrance

voluntarily entered into by Seller, a Seller affiliate, or either of the foregoing's consultants, contractors or agents after the Effective Date (the "Mandatory Cure Items" none of which shall be a Permitted Exception). Failure to cure all Mandatory Cure Items on or before the Closing Date shall be a material default by Seller.

**5. Buyer's Covenants.**

**5.1 Condition of the Property.** Buyer acknowledges that the Property is being purchased "AS-IS."

**5.2 Development Applications.** Buyer acknowledges that it shall promptly submit any and all development applications to the City of Apple Valley for its intended use of the Property.

**5.3 Development Obligations.** Buyer acknowledges that it is solely responsible for all development requirements that may be required under the Apple Valley City Code including, but not limited to park dedication, stormwater requirements, sanitary area and water area charges and such other obligations as may be required under the Apple Valley City Code.

**6. Closing and Closing Procedures.** The Closing shall be conducted in accordance with the following procedures:

**6.1 Closing Date.** The closing of the transaction contemplated herein ("Closing") shall occur on the date that is thirty (30) days after the expiration of the Due Diligence Period or upon such earlier date as mutually agreed to by the parties ("Closing Date"). The Buyer shall also have an option to further extend the Due Diligence Period an additional one hundred twenty (120) days so long as notice has been provided to the Seller and the Buyer deposits an additional Five Thousand and 00/100 Dollars (\$5,000.00) with the Title Company as additional earnest money (the "Additional Earnest Money."). If Buyer so chooses to extend the Due Diligence Period, the Initial Earnest Money and Additional Earnest Money shall be nonrefundable except in the event this Agreement is terminated due to a Seller default, but applied to the Purchase Price.

**6.2 Place of Closing; Manner of Closing.** The Closing shall be conducted at the Title Company in Apple Valley, Minnesota.

**6.3 Closing Procedures.** This transaction may close remotely by depositing the required money and documents in escrow with the Title Company.

**6.4 Conveyance.** Seller shall deliver to Buyer a standard Minnesota form limited Warranty Deed (the "Deed") in recordable form conveying fee simple title to the Property, subject only to the Permitted Exceptions.

**6.5 Repurchase Agreement.** Seller and Buyer shall execute the Repurchase Agreement attached hereto as Exhibit "B."

**6.6 Costs of Sale; Prorations.**

**6.6.1 Title Insurance and Survey.** Seller shall pay the costs of abstracting, name searches, preparation and issuance of the Title Commitment including any updates. Buyer shall pay the premium for the Owner's Policy issued pursuant to the Title Commitment and any special endorsements thereto.

**6.6.2 State Deed Tax Stamps.** Seller shall pay the state deed tax.

**6.6.3 Costs of Recording.** Buyer shall pay all other costs of recording the Deed. Seller shall pay any recording fees associated with removing any of Buyer's Title Objections.

**6.6.4 Real Estate Taxes.** Real property taxes due and payable for the Property prior to the year in which the Closing occurs shall be paid by Seller. Real property taxes due and payable for the Property in the year of Closing shall be prorated between Seller and Buyer through the Closing Date.

**6.6.5 Special Assessments.** "Special assessments" means all assessments levied or to be levied under Minn. Stat. Chapter 429, under any other statute, regulation, charter, ordinance or under any declaration of covenants affecting the Property other than assessments related to Buyer's proposed development activities. At the Closing of the sale of the Property:

**6.6.5.1** Seller shall pay all special assessments that are levied, pending or deferred as of the Effective Date, including those certified to real property taxes for the year of Closing.

**6.6.5.2** Buyer shall be responsible for paying all special assessments that are levied after the Effective Date and not otherwise Seller's responsibility, or that are the result of improvements that, as of the Closing Date, have been or will be installed as a direct result of Buyer's development of the Property. Seller shall remain responsible for all previously existing deferred assessments and any interest due thereon. Buyer is responsible for all costs related to any land use approvals or contemplated costs of development, including, but not limited to, water ponding requirements and any other costs related to its contemplated development.

**6.6.6 Closing Fees.** Closing fees customarily charged by the Title Company shall be shared equally between the Parties. If any escrows are required pursuant to this Agreement, escrow fees charged by the Title Company shall be payable by the party creating the circumstance for which the escrow is required.

**6.6.7 Attorney's Fees.** Each of the parties will pay its own attorneys' fees, except that a party defaulting under this Agreement or under any closing document will pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

**6.7 Seller Closing Deliveries.** At the Closing, Seller shall deliver the following:

**6.7.1** The Deed.

- 6.7.2 A standard form owner's affidavit sufficient and acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, including the parties in possession, mechanic's lien, and gap exceptions from the Title Commitment and the Owner's Policy issued pursuant thereto. The affidavit shall run in favor of Buyer and the Title Company.
  - 6.7.3 A non-foreign seller affidavit, in commercially acceptable form (or if Seller is a foreign person, then Seller agrees to comply with all withholding requirements of the Internal Revenue Service related thereto).
  - 6.7.4 A statutory well disclosure certificate, if applicable.
  - 6.7.5 Information necessary for the Title Company to complete an ECRV.
  - 6.7.6 A certificate of Seller certifying that Seller's representations and warranties in this Agreement are true and correct as of the Closing Date.
  - 6.7.7 A Designation Agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
  - 6.7.8 Seller shall deliver possession of the Property at Closing, free and clear of all tenancies, occupancies and rights, titles or interests of third parties.
- 6.8 **Buyer Closing Deliveries.** At the Closing, Buyer shall deliver the following:
- 6.8.1 The balance of the Purchase Price determined in accordance with the terms of this Agreement.
  - 6.8.2 Such customary affidavits as may reasonably be required by the Title Company to insure the title to the Property, in accordance with the terms of this Agreement.
7. **Buyer's Default.** In the event Buyer defaults in the performance of its obligation to Close hereunder, Seller shall have the right to terminate this Agreement by giving written notice to Buyer in accordance with Minnesota Statute 559.21, if Buyer fails to cure such default within any applicable period provided by Minnesota Statute 559.21, and upon such termination Buyer shall forfeit the Earnest Money already paid. The termination of this Agreement and retention of the Earnest Money will be the sole and exclusive remedy available to Seller for Buyer's failure to Close.
8. **Seller's Default.** Seller shall be in default hereunder ("Seller's Default") if any representation or warranty made by Seller herein is false in any material respect or Seller otherwise defaults in the performance of any covenant or obligation contained in this Agreement.
- 8.1 If, prior to Closing, Seller fails to cure any Seller's Default within ten (10) business days after Seller's receipt of notice of the breach from Buyer, Buyer shall have the following sole and exclusive remedies:
    - 8.1.1 Terminate this Agreement and thereupon all of the Earnest Money shall be returned in accordance with this Agreement.

8.1.2 Waive any such default and proceed with the purchase of the Property pursuant to the remaining terms of this Agreement.

8.1.3 Seek to enforce its equitable right to specific performance of this Agreement.

9. **Indemnities; Defaults after Closing or Termination.** The limitations on the Parties' remedies set forth in Sections 7 and 8 will not be deemed to prohibit the Seller from (i) specifically seeking indemnification from the Buyer for any matter with respect to which the Buyer has agreed hereunder to provide indemnification or from seeking damages from the Buyer in the event it fails or refuses to provide such indemnification; and (ii) subject to the terms, conditions and limitations of this Agreement, seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Closing Date by the other party hereunder survives Closing, for the Buyer's breach of such representation or warranty discovered after such Closing. Buyer expressly reserves the right to seek damages incurred during the period of time after Closing that a representation or warranty given as of the Closing Date by Seller hereunder survives Closing, for the Seller's breach of such representation or warranty discovered after such Closing.

10. **Representations and Warranties of Seller with Respect to the Property.** Each of the warranties and representations contained in this Section 10 and other paragraphs of this Agreement shall be deemed made as of the Effective Date and again as of the Closing Date. Seller hereby represents and warrants to, and covenants with, Buyer that:

10.1 **Legal Capacity.** Seller has the requisite power and authority to enter into and perform this Agreement and those Seller's closing documents signed by it.

10.2 **Title.** To Seller's actual knowledge, Seller has good and marketable fee simple title to the Property; and there are no outstanding contracts to sell the Property or any part of the Property except this Agreement.

10.3 **Property Interests.** There are no parties with any right, title or interest to the Property (marital, homestead, leasehold, lien, option, right of first refusal, contractor, vendee or otherwise), and no other signatures are required to make this Agreement fully enforceable by Buyer.

10.4 **Storage Tanks.** To Seller's actual knowledge, there are no underground or aboveground storage tanks currently or formerly located on the Property. Seller has no actual knowledge of any reports, documents or other records pertaining to the Property which would disclose the existence of a Storage Tank currently on the Property or at any time in the past.

10.5 **Wells; Septic.** Seller does not know of any wells located on or serving the Property. Seller does not know of any individual sewer treatment systems located on or serving the Property.

10.6 **Refuse and Hazardous Materials.** To Seller's actual knowledge, except for past storage of gasoline and past storage and ongoing application of fertilizer, pesticides, herbicides and other substances applied and stored in accordance with applicable laws in connection with the prior residential and agricultural use of the Property, there are no "Hazardous Materials" (as hereinafter defined) on the Property that would subject Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise.

The term "Hazardous Materials" as used herein includes, without limitation, gasoline, diesel fuel, oil and other petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), Minnesota Environmental Response and Liability Act, Minn. Stat. 115B ("MERLA"), and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. 115C, and in the regulations adopted and publications promulgated pursuant thereto.

**10.7 Methamphetamine Disclosure.** For the purposes of satisfying any applicable requirements of Minn. Stat. § 152.0275, Seller is not aware that any methamphetamine production has previously occurred on the Property.

**10.8 Due Diligence Deliveries.** Seller has delivered (or will deliver pursuant to this Agreement) to Buyer true and complete copies of all due diligence materials relating to or affecting the Property that are in Seller's possession.

Subject to Seller's representations and warranties set forth above, Buyer is purchasing, and Seller shall sell and convey to Buyer, the Property in its existing condition on the Closing Date AS-IS, WHERE-IS, and WITH-ALL-FAULTS, with respect to all facts, circumstance, conditions and defects. Except for Seller's express representations and warranties contained in this Agreement, Seller disclaims, and Buyer acknowledges that Seller has not made, any warranty or representation, express or implied, written or oral, statutory or otherwise, of any nature whatsoever with respect to the Property, including without limitation representation, use of the Property for Buyer's intended use, the condition of the Property, past or present use, development, investment potential, tax ramifications or consequences, present or future zoning, habitability, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Property. Seller shall indemnify, defend and hold Buyer harmless from and against any breach by Seller of Seller's representations and warranties set forth above.

## **11. Miscellaneous.**

**11.1 Captions.** The captions contained herein are for convenience only and are not a part of this Agreement.

**11.2 Entire Agreement.** This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Buyer. All other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.

**11.3 Termination.** If this Agreement is terminated by either Buyer or Seller pursuant to a right of termination expressly set forth in this Agreement, neither Party shall have any further rights or obligations under this Agreement, except for the obligations concerning the

Earnest Money as set forth in this Agreement, and to the extent any rights or obligations expressly survive such termination.

- 11.4 Survival.** All obligations of Buyer and Seller as set forth in this Agreement shall survive Closing and the execution and delivery of the Deed.
- 11.5 Assignment.** This Agreement may be assigned by Buyer only as provided in this paragraph. Buyer may assign this Agreement to any person or entity without consent from Seller, provided however, that no assignment shall relieve Buyer of its liability under this Agreement.
- 11.6 Parties Bound; Joint and Several.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns, subject to the provisions and limitations on assignment set forth above. If this Agreement is signed by more than one Seller, the singular includes the plural, and each Seller is jointly and severally liable for all obligations of the Seller described in this Agreement.
- 11.7 Applicable Law.** This Agreement shall be construed by and controlled under the laws of the State of Minnesota without regard to conflict of law provisions.
- 11.8 Partial Invalidity.** In the event that any paragraph or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.
- 11.9 Construction of Agreement.** All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.
- 11.10 Counterparts.** This Agreement may be executed in any number of counterparts, and by email and facsimile signatures, each of which when executed and delivered shall be deemed an original, and all of which when taken together shall constitute one and the same original Agreement.
- 11.11 Gender.** The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.
- 11.12 Time.** Time is of the essence for the performance of this Agreement. Should the date for the giving of any notice, the performance of any act, or the end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.
- 11.13 Waiver of Breach.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party

thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

**11.14 Broker's Commissions.** Each party represents to the other that it has not engaged a broker to list and/or sell the Property.

**11.15 Like-Kind Exchange.** In the event Buyer desires to exchange their interest in the Property for other real property in a like-kind exchange under Internal Revenue Code Section 1031, Buyer agrees to cooperate with Seller to facilitate a like-kind exchange provided: (1) any costs and expenses (including costs associated with the designation of any escrow agent or intermediary) occasioned thereby are borne by Buyer; (2) cooperation by the Seller will not delay the closing of the transaction between Buyer and Seller contemplated in the Purchase Agreement; (3) the Buyer agrees to defend, indemnify and hold harmless the Seller for any claims arising out of said like-kind exchange and Buyer shall not be required to hold title (as a conduit or otherwise); (4) Buyer shall not be released of its obligations under this Agreement as a result of the Exchange and (5) Buyer shall provide Seller with copies of all exchange documents that require Seller's signature at least three (3) days in advance of closing for Seller's review and comment. The indemnification in this Section shall survive Closing and delivery of the Deed.

**12. Notices.** All notices and other documents of similar legal effect from either party to the other shall be in writing and considered to have been duly given or served if sent by overnight mail, first class certified mail, return address as set forth below, or to such other address as such party may hereafter designate by written notice to the other party; or emailed with delivery receipt.

**To Seller:** City of Apple Valley  
Attn: Tim Benetti, Community Development Director  
7100 147<sup>th</sup> Street West  
Apple Valley, MN 55124  
Email: [Tim.Benetti@applevalleymn.gov](mailto:Tim.Benetti@applevalleymn.gov)

**With a copy to:** Dougherty, Molenda, Solfest, Hills & Bauer P.A.  
Attn: Robert B. Bauer  
14985 Glazier Avenue, Suite 525  
Apple Valley, MN 55124  
Email: [rbauer@dmslb.com](mailto:rbauer@dmslb.com)

**To Buyer:** Northland Real Estate Group, LLC  
Attn: Brian Farrell  
4324 West Lake Harriet Parkway, #2  
Minneapolis, MN 55410  
Email: [brian@northlandregroup.com](mailto:brian@northlandregroup.com)

**With a copy to:** Vantage Law Group, PLLC  
Attn: Jim Wilson  
125 SE Main St., Suite 250  
Minneapolis, MN 55414  
Email: [jim.wilson@vantage.law](mailto:jim.wilson@vantage.law)

**[Signature pages to follow.]**



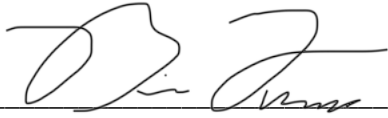
**SALE AND PURCHASE AGREEMENT**

[Signature page of Buyer]

**Buyer**

**Northland Real Estate Group, LLC, a Minnesota  
limited liability company**

Dated: March 6th, 2025

By:   
Brian Farrell  
Its: Chief Manager

## SALE AND PURCHASE AGREEMENT

[Signature page of Seller]

**Seller**

**City of Apple Valley, a Minnesota municipal Corporation**

Dated: \_\_\_\_\_, 2025      By: \_\_\_\_\_  
 Clint Hooppaw  
 Its: Mayor

Dated: \_\_\_\_\_, 2025 By: \_\_\_\_\_  
Chirstina M. Scipioni  
Its: City Clerk

## **EXHIBIT A**

### **Permitted Exceptions**

Permitted exceptions include:

- (i) taxes not yet due and payable;
- (ii) applicable federal, state and local zoning, ordinances and governmental regulations; and
- (iii) reservations of any minerals, or mineral rights to the State of Minnesota, if applicable. In the event that Buyer is able to obtain documentation that enables the Title Company to insure over any Permitted Exception listed on Exhibit "A," then such item shall not be a Permitted Exception on the Deed.

**EXHIBIT B**  
**REPURCHASE AGREEMENT**

This Repurchase Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Apple Valley, a Minnesota municipal corporation (the "City"), and Northland Real Estate Group, LLC, a Minnesota limited liability company (hereinafter "Developer").

WHEREAS, the City and Developer have entered into a Purchase Agreement, dated as of \_\_\_\_\_, 2025 (the "Contract") relating to the sale and purchase of a certain tract or parcel of land situated in Dakota County, Minnesota, described as Lot 2, Block 1, Fraser 1<sup>st</sup> Addition (PID: 01-27800-01-020) (the "Property"); and

WHEREAS, contemporaneously herewith the City has conveyed to Developer the Property.

NOW, THEREFORE, in further consideration of this conveyance and in furtherance of the understanding between the parties, Developer hereby grants to the City the following option to repurchase the Property;

Section 1. REPURCHASE: If within one (1) year from the date Developer purchases the Property Developer has not commenced the construction of the Improvements, as defined in that certain Development Agreement dated \_\_\_\_\_, ("Development Agreement"), on the Property then the City may at its option repurchase the Property for a purchase price of Eight Hundred Twenty-five Thousand and 00/100 Dollars (\$825,000.00) less the amount of any liens or claims against the Property resulting from action by the Developer. The City may exercise this option to repurchase by giving written notice to Developer within thirty (30) days of the expiration of the period(s) specified above. Upon receiving the repurchase price in cash from the City, Developer shall convey to the City good and marketable title to the Property by limited warranty deed free and clear of any encumbrances placed or suffered thereon by Developer. In the event that Developer fails or refuses to remove such encumbrances, the City shall be permitted to remove such encumbrances at Developer's sole cost and expense. Developer hereby agrees to indemnify the City from any and all liabilities, expenses and costs incurred (including but not limited to reasonable attorney's fees) arising out of or related to the removal of such encumbrances.

Section 2. RELEASE OF REPURCHASE RIGHTS: If written notice of option exercise is not timely given to Developer by City or if Developer, within one (1) year from the date Developer purchases the Property, commences the construction of the Improvements on the Property within said one (1) year period, this option to repurchase shall automatically terminate absolutely and the City shall upon Developer request, execute and deliver to Developer a release of the repurchase right in recordable form. This Agreement may be disregarded in the land records if a conveyance of the Property to the City has not been recorded within fifteen (15) months after the date of this Agreement.

Section 3. SALE OF PROPERTY: Developer hereby acknowledges and agrees that Developer shall not sell, or transfer title to all or any portion of the Property prior to the earlier of (i) termination of this Agreement, or (ii) the date that is one year from the date of this Agreement without the prior written consent of the City. Any purported conveyance or transfer of title without the prior written consent of the City in violation of this Section 3 shall be considered null and void.

Section 4. NOTICE: All notices, demands and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served either by personal delivery or by depositing the same in the United States Mail, addressed to the City or to Developer, as the case may be, prepaid and registered or certified mail, return receipt requested, at the following addresses:

All communications shall be directed to the Developer at:

Northland Real Estate Group, LLC  
Attn: Brian Farrell  
4324 West Lake Harriet Parkway, #2  
Minneapolis, MN 55410  
Email: [brian@northlandregroup.com](mailto:brian@northlandregroup.com)

With a copy to:

Vantage Law Group, PLLC  
Attn: Jim Wilson  
125 SE Main St., Suite 250  
Minneapolis, MN 55414  
Email: [jim.wilson@vantage.law](mailto:jim.wilson@vantage.law)

All communications shall be directed to the City at:

To City:

City of Apple Valley  
Attn: Tim Benetti, Community Development Director  
7100 147<sup>th</sup> Street West  
Apple Valley, MN 55124  
Email: [Tim.Benetti@applevalleymn.gov](mailto:Tim.Benetti@applevalleymn.gov)

With a copy to:

Dougherty, Molenda, Solfest, Hills & Bauer P.A.  
Attn: Robert B. Bauer  
14985 Glazier Avenue, Suite 525  
Apple Valley, MN 55124  
Email: [rbauer@dmslb.com](mailto:rbauer@dmslb.com)

Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Either party shall have the right from time to time and at any time upon at least ten (10) days' written notice thereof, to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

Section 5. MISCELLANEOUS. The provisions of this Agreement are intended in each instance to be binding upon and inure to the benefit of the signatories hereto, to the successors and assigns of Developer who become owners of the Property and to the successors and assigns of the City to whom the right, title and interest herein is specifically assigned. Either party may record this instrument in the appropriate real estate records.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

[Signature pages to follow.]

## **REPURCHASE AGREEMENT**

[Signature page for Developer]

Northland Real Estate Group, LLC, a Minnesota  
limited liability company

Dated: \_\_\_\_\_, 2025      By: \_\_\_\_\_  
Brian Farrell  
Its: Chief Manager

**REPURCHASE AGREEMENT**

[Signature page for City]

City of Apple Valley, a Minnesota municipal  
Corporation

Dated: \_\_\_\_\_, 2025      By: \_\_\_\_\_  
Clint Hooppaw  
Its: Mayor

Dated: \_\_\_\_\_, 2025      By: \_\_\_\_\_  
Chirstina M. Scipioni  
Its: City Clerk

THIS INSTRUMENT WAS DRAFTED BY:

DOUGHERTY, MOLEND, SOLFEST  
HILLS & BAUER P.A.  
14985 Glazier Avenue, Suite 525  
Apple Valley, MN 55124  
(952) 432-3136  
(RBB: 42373)



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.E.  
March 27, 2025  
Consent Agenda

<b>Description:</b> Adopt Resolution Setting Public Hearing for Vacation of Easements on Outlot A, Orchard Place 4th Addition at 7:00 p.m. on April 24, 2025		
<b>Staff Contact:</b> Sydnee Stroeing, Associate Planner		<b>Department / Division:</b> Community Development Department
<b>Applicant:</b> McDonald's USA, LLC		<b>Project Number:</b> PC24-22-BCSVZ
<b>Applicant Date:</b>	<b>60 Days:</b>	<b>120 Days:</b>

**ACTION REQUESTED:**

Adopt the resolution setting a public hearing for the vacation of easements on Outlot A, Orchard Place 4th Addition at 7:00 p.m. on April 24, 2025.

**SUMMARY:**

McDonald's USA, LLC, has submitted an application to vacate drainage and utility easements on Outlot A, Orchard Place 4th Addition, in connection with the final plat of McDonalds at Orchard Place. The proposal is to vacate the drainage and utility easement along the south, east, and northwest sides of the existing Outlot A. New easements are proposed through the McDonalds at Orchard Place plat. On the south property line of Outlot A (Lot 2, Block 1, McDonalds at Orchard Place), the proposed drainage and utility easement would be expanded to 17' wide to accommodate the existing underground electric services.

The perimeter drainage and utility easements would be dedicated as part of the final plat of McDonalds at Orchard Place. It is recommended that the public hearing be conducted, but that the vacation not be completed until the City Council approves the final plat. This will ensure that replacement easements will be dedicated to replace those that are vacated.

**BACKGROUND:**

N/A

**BUDGET IMPACT:**

N/A

**ATTACHMENTS:**

Location Map  
Resolution  
Exhibit  
Exhibit

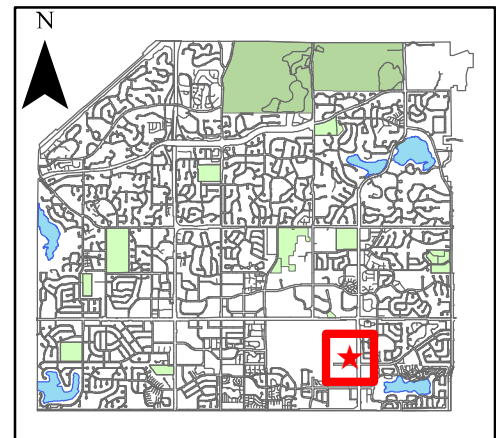




**Proposed McDonalds  
15460 English Ave  
Zoned "SG"  
Sand and Gravel**



0 200 400 Feet



CITY OF APPLE VALLEY  
RESOLUTION NO. 2025-\_\_

A RESOLUTION SETTING A PUBLIC HEARING ON PROPOSED  
VACATION OF PUBLIC GROUNDS

BE IT RESOLVED by the City Council of the City of Apple Valley, Dakota County, Minnesota, that the City Clerk be, and hereby is, directed to schedule the public hearing specified in the notice attached hereto as Exhibit A and is further directed to cause said notice to be published for two weeks in the Dakota County Tribune. The City Clerk is further directed to post copies of Exhibit A, pursuant to Minnesota Statutes Chapter 412.851, at least two weeks prior to the scheduled date of said hearing.

ADOPTED this \_\_th day of \_\_\_\_, 2025.

---

Clint Hooppaw, Mayor

ATTEST:

---

Christina M. Scipioni, City Clerk

EXHIBIT A

NOTICE OF HEARING

ON PROCEEDINGS FOR VACATION OF  
PUBLIC GROUNDS IN THE CITY OF APPLE VALLEY

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the City Council of the City of Apple Valley, Dakota County, Minnesota, will meet at the Municipal Center, 7100 West 147<sup>th</sup> Street, at 7:00 p.m., or as soon thereafter as possible, on Thursday, April 24, 2025, to consider the matter of vacation of the following described public grounds in the City of Apple Valley, pursuant to Minnesota Statutes 412.851: attached hereto as Exhibit A, "Description of Easements to be Vacated."

Such persons as desire to be heard with reference to the proposal will be heard at this meeting.

DATED this \_\_ day of \_\_\_\_\_, 2025

---

Christina M. Scipioni, City Clerk

## EXHIBIT A.1

### DESCRIPTION OF EASEMENTS TO BE VACATED

**Existing Parcel Legal Description:**

Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

**Description of 10' and 15' Easement to be Vacated:**

That part of Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, being further described as follows:

The entirety of the 10-foot-wide Drainage and Utility Easement along the east line of Outlot A and the entirety of the 10-foot-wide and 15-foot-wide Drainage and Utility Easement along the south line of Outlot A, Orchard Place 4th Addition, Dakota County, Minnesota.

Said easement contains 7,030 square feet, more or less.

**Description of 15'x65.06' Easement to be Vacated:**

That part of Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, being further described as follows:

The Drainage and Utility Easement in the North 15 feet of the West 65.06 feet of Outlot A; all in Orchard Place 4th Addition, Dakota County, Minnesota.

Said easement contains 976 square feet, more or less.

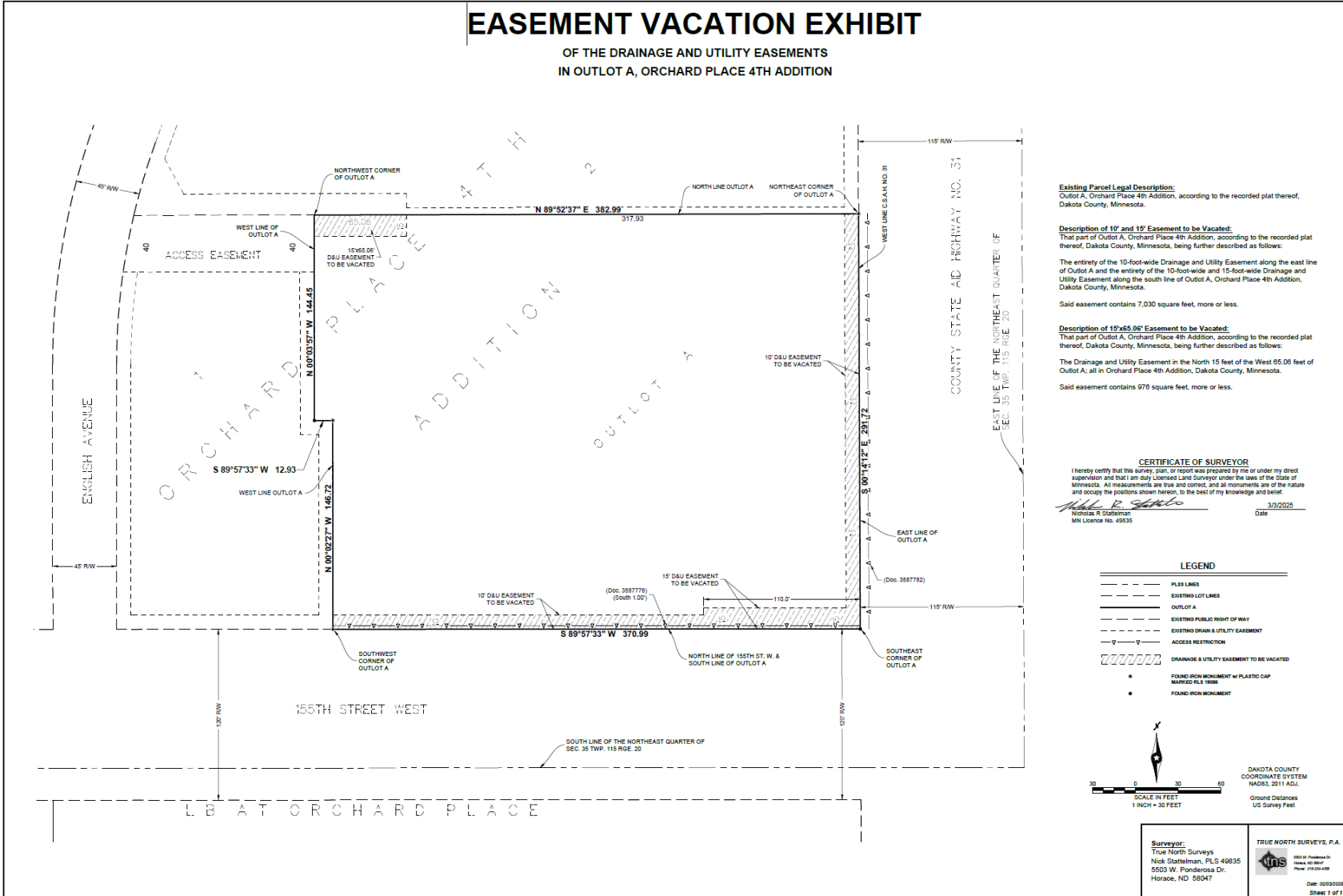


# EXHIBIT A.2

## EASEMENTS TO BE VACATED

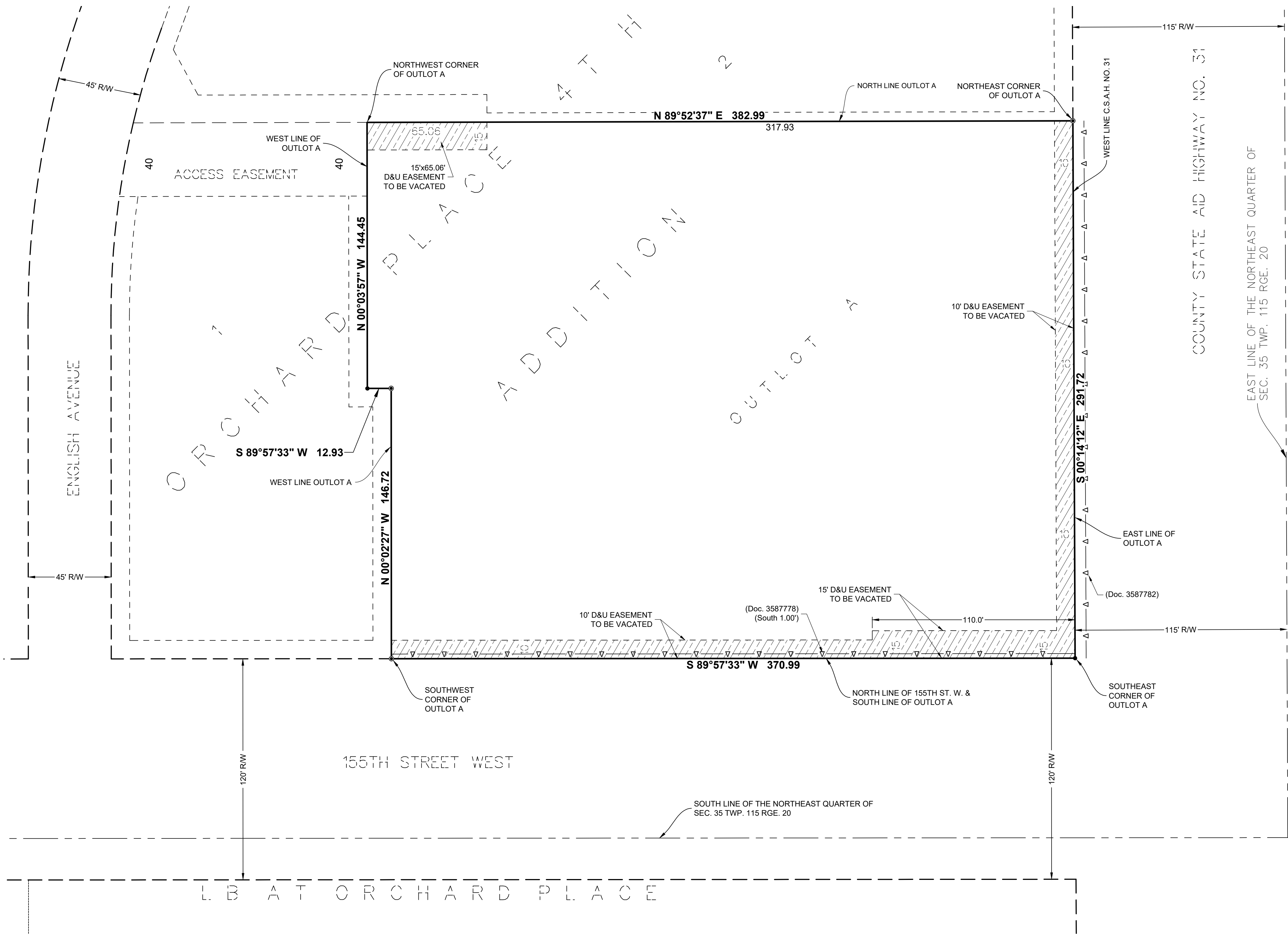
### EASEMENT VACATION EXHIBIT

OF THE DRAINAGE AND UTILITY EASEMENTS  
IN OUTLOT A, ORCHARD PLACE 4TH ADDITION



# EASEMENT VACATION EXHIBIT

OF THE DRAINAGE AND UTILITY EASEMENTS  
IN OUTLOT A, ORCHARD PLACE 4TH ADDITION



**Existing Parcel Legal Description:**  
Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

**Description of 10' and 15' Easement to be Vacated:**  
That part of Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, being further described as follows:

The entirety of the 10-foot-wide Drainage and Utility Easement along the east line of Outlot A and the entirety of the 10-foot-wide and 15-foot-wide Drainage and Utility Easement along the south line of Outlot A, Orchard Place 4th Addition, Dakota County, Minnesota.

Said easement contains 7,030 square feet, more or less.

**Description of 15'x65.06' Easement to be Vacated:**  
That part of Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, being further described as follows:

The Drainage and Utility Easement in the North 15 feet of the West 65.06 feet of Outlot A; all in Orchard Place 4th Addition, Dakota County, Minnesota.

Said easement contains 976 square feet, more or less.

## CERTIFICATE OF SURVEYOR

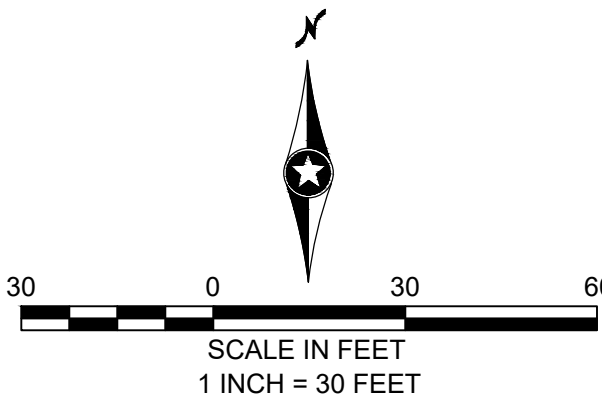
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am duly Licensed Land Surveyor under the laws of the State of Minnesota. All measurements are true and correct, and all monuments are of the nature and occupy the positions shown hereon, to the best of my knowledge and belief.

*Nicholas R. Stattel*  
Nicholas R Stattel  
MN Licence No. 49835

3/3/2025  
Date

## LEGEND


- PLSS LINES
- EXISTING LOT LINES
- OUTLOT A
- EXISTING PUBLIC RIGHT OF WAY
- EXISTING DRAIN & UTILITY EASEMENT
- ACCESS RESTRICTION
- DRAINAGE & UTILITY EASEMENT TO BE VACATED
- FOUND IRON MONUMENT w/ PLASTIC CAP MARKED RLS 19086
- FOUND IRON MONUMENT



DAKOTA COUNTY  
COORDINATE SYSTEM  
NAD83, 2011 ADJ.

Ground Distances  
US Survey Feet

**Surveyor:**  
True North Surveys  
Nick Stattel, PLS 49835  
5503 W. Ponderosa Dr.  
Horace, ND 58047

**TRUE NORTH SURVEYS, P.A.**  
  
5503 W. Ponderosa Dr.  
Horace, ND 58047  
Phone: 218-230-4388

Date: 02/03/2025  
Sheet 1 of 1

**Existing Parcel Legal Description:**

Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

**Description of 10' and 15' Easement to be Vacated:**

That part of Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, being further described as follows:

The entirety of the 10-foot-wide Drainage and Utility Easement along the east line of Outlot A and the entirety of the 10-foot-wide and 15-foot-wide Drainage and Utility Easement along the south line of Outlot A, Orchard Place 4th Addition, Dakota County, Minnesota.

Said easement contains 7,030 square feet, more or less.

**Description of 15'x65.06' Easement to be Vacated:**

That part of Outlot A, Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota, being further described as follows:

The Drainage and Utility Easement in the North 15 feet of the West 65.06 feet of Outlot A; all in Orchard Place 4th Addition, Dakota County, Minnesota.

Said easement contains 976 square feet, more or less.



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.F.  
March 27, 2025  
Consent Agenda

<b>Description:</b> Adopt Resolution Approving One-Year Extension of Site Plan/Building Permit Authorization and Conditional Use Permit for Les Schwab Tires Development		
<b>Staff Contact:</b> Tim Benetti, Community Development Director		<b>Department / Division:</b> Community Development Department
<b>Applicant:</b> KLJ Engineering / HJ Development / Les Schwab Tires		<b>Project Number:</b> PC-23-33-BC
<b>Applicant Date:</b>	<b>60 Days:</b>	<b>120 Days:</b>

**ACTION REQUESTED:**

Adopt a resolution approving a one-year extension of the Site Plan/Building Permit Authorization and Conditional Use Permit for the new Les Schwab Tires store development.

**SUMMARY:**

Les Schwab Tires has requested a one-year extension of their Site Plan/Building Permit Authorization and Conditional Use Permit (CUP). On April 25, 2024, the City Council approved the Site Plan/Building Permit Authorization of a 16,000-sf. Les Schwab Tires store, along with a conditional use permit authorizing interior service bays associated with an auto-related retail use.

A standard condition of approval for both resolutions states that if a building permit is not issued within one year of approval, or if the CUP is not completed or utilized within that timeframe, the approvals will lapse.

Les Schwab is nearing the issuance of their building permit this Spring 2025 and anticipates completing the project by late Fall 2025. The City regularly grants such extensions upon request to accommodate project timelines. Approving this extension will ensure that Les Schwab can proceed without risk of losing their approvals due to unforeseen or unexpected delays.

Staff recommends adopting the resolution to extend the approvals by one year (April 25, 2026) thereby providing necessary flexibility for project completion.

**BACKGROUND:**

N/A

**BUDGET IMPACT:**

N/A



**ATTACHMENTS:**

Resolution  
Letter

CITY OF APPLE VALLEY  
RESOLUTION NO. 2025-\_\_

A RESOLUTION REAUTHORIZING ISSUANCE OF A BUILDING PERMIT AND  
CONDITIONAL USE PERMIT FOR LES SCHWAB TIRE CENTER  
AND ATTACHING CONDITIONS THERETO

WHEREAS, pursuant to Minnesota Statutes 462.357 the City of Apple Valley has adopted, as Title XV of the City Code of Ordinances, zoning regulations to control land uses throughout the City; and

WHEREAS, said regulations provide that issuance of a building permit for commercial, industrial, and multiple residential uses require the specific review and approval of development plans by the Apple Valley Planning Commission and City Council; and

WHEREAS, said regulations also provide for the review and approval of a conditional use permit for certain uses that require specific review and approval by the Apple Valley Planning Commission and City Council; and

WHEREAS, the Apple Valley Planning Commission reviewed the development plans for the above-referenced project by means of a site plan/building permit authorization application and a conditional use permit application and recommended approval at a public meeting held February 7, 2024;

WHEREAS, the Apple Valley City Council authorized the issuance of a building permit and adopted separate Resolution No. 2024-74, on April 25, 2024; and authorized the conditional use permit for interior services bays as an accessory use with an auto accessory store by adopting Resolution No. 2024-75 on April 25, 2024; and

WHEREAS, pursuant to certain conditions contained in Resolution No. 2024-74 and Resolution No. 2024-75, the building permit authorization and conditional use permit was set to expire on April 25, 2025; and

WHEREAS, on March 10, 2025, KLJ Engineering, acting on behalf of Les Schwab Tires corporation, requested the City extend the approval of the site plan/building permit authorization and conditional use permit, subject to the same conditions as set forth in Resolution No. 2024-74 and Resolution No. 2024-75 respectively, for an additional one (1) year period.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apple Valley, Dakota County, Minnesota, that the Les Schwab Tires Center store site plan/building permit authorization and conditional use permit for interior service bays is hereby extended to April 25, 2026, subject to all conditions originally listed in Resolution No. 2024-74 and Resolution No. 2024-75.

ADOPTED this 27th day of March, 2025.

---

Clint Hooppaw, Mayor

ATTEST:

---

Christina M. Scipioni, City Clerk



2750 Blue Water Rd, Suite 100  
Eagan, MN 55121-1661  
[651-222-2176](tel:651-222-2176)  
[KLJENG.COM](http://KLJENG.COM)

March 10, 2025

Tim Benetti  
Community Development Director  
City of Apple Valley  
7100 147th Street W.  
Apple Valley, MN 55124

Re: Request for Extension of Conditional Use Permit (Resolution No. 2024-75)

Dear Mr. Benetti:

On behalf of Rockport, LLC (along with HJ Development) and Les Schwab Tire Center, I respectfully request an extension of the Conditional Use Permit (Resolution No. 2024-75). We appreciate your consideration of this request. If you require additional information or have any questions regarding this request, please contact me at (406) 652-1573 or [mark.rohweder@kljeng.com](mailto:mark.rohweder@kljeng.com).

Sincerely,  
**KLJ Engineering**

A handwritten signature in blue ink, appearing to read 'Mark Rohweder', with a stylized flourish at the end.

Mark Rohweder  
Project Manager  
Project #: 2314-00145



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.G.  
March 27, 2025  
Consent Agenda

**Description:**

Adopt Resolution Approving Continuation of Cooperative Agreement with Dakota County Community Development Agency for Administration of Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant Programs

**Staff Contact:**

Tim Benetti, Community Development Director

**Department / Division:**

Community Development Department

**ACTION REQUESTED:**

Adopt the Resolution affirming the City of Apple Valley's continued participation in the Dakota County Community Development Block Grant, HOME Investment Partnership, and Emergency Solutions Grant entitlement programs and direct the City Administrator to sign the deferral letters to US Department of Housing and Urban Development and Dakota County Community Development Agency.

**SUMMARY:**

The Dakota County Community Development Agency (CDA) has requested a letter of deferral from the City of Apple Valley for its Metropolitan Entitlement Status for fiscal years 2026 through 2028.

Since 1984, Dakota County cities have participated in a cooperative agreement with Dakota County to meet the 200,000-population threshold required for classification as an "Urban County." This designation allows Dakota County to receive a set allocation of federal funds through the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs. Before this agreement, cities in Dakota County had to apply for funding under the "Small Cities" category, a highly competitive program favoring cities with significant low-income populations.

The CDBG Program provides annual formula-based grants to Dakota County, which then allocates funds to participating cities and townships. These funds support community development by improving housing conditions, expanding economic opportunities for low- and moderate-income residents, and addressing slum and blight conditions.

Established in 1990, the HOME Investment Partnership Program is a flexible federal grant program that allows participating jurisdictions to use funds to support affordable housing for households earning at or below 80% of the median income. HOME funds can be used for new construction, rehabilitation, homebuyer assistance, rental assistance, and housing acquisition.

The ESG Program provides funding to help individuals and families regain stability in permanent housing following a crisis or homelessness. Eligible activities include street

outreach, emergency shelter, homelessness prevention, rapid rehousing, and data collection through the Homeless Management Information System. This program is administered by Dakota County Social Services and requires inclusion in the Cooperation Agreement between Dakota County and the City of Apple Valley.

Entitlement status is recertified every three years, giving cities within Dakota County the opportunity to opt in or out of the entitlement process. Cities choosing not to participate must apply for funding under the “Small Cities” program. Cities with populations exceeding 50,000 may apply for “Urban City” entitlement status and receive direct CDBG funding but would not be eligible for HOME or ESG allocations. Additionally, such cities would be responsible for all federal compliance, record-keeping, and reporting requirements, which are currently managed by Dakota County’s CDA.

Staff recommends continued participation in the Dakota County entitlement process, which has provided effective program administration while reducing administrative burdens on the City.

**BACKGROUND:**

N/A

**BUDGET IMPACT:**

There is no direct impact on the City’s budget. Approving this request maintains the City’s longstanding practice of leveraging Dakota County CDA’s expertise in distributing, monitoring, and reporting on CDBG, HOME, and ESG funding allocations.

**ATTACHMENTS:**

Resolution  
Letter  
Letter

CITY OF APPLE VALLEY  
RESOLUTION NO. 2025-\_\_\_\_

APPROVAL OF THE CONTINUATION OF COOPERATIVE AGREEMENT FOR THE  
DAKOTA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT, HOME  
INVESTMENT PARTNERSHIP, AND EMERGENCY SOLUTIONS GRANT PROGRAMS  
FOR FISCAL YEARS 2026 THROUGH 2028

WHEREAS, the City of Apple Valley has been a participating jurisdiction with the Dakota County Community Development Block Grant (CDBG) Entitlement Program for Fiscal Years since 1984; and

WHEREAS, the Dakota County CDA is a Subgrantee of Dakota County for the administration of the CDBG, HOME Investment Partnership, and Emergency Solutions Grant (ESG) programs; and

WHEREAS, the Dakota County CDA has requested that the City of Apple Valley affirm its continued participation in the Dakota County CDBG, HOME, and ESG entitlement programs for the next three fiscal years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Apple Valley hereby chooses to defer its metropolitan city entitlement status for the U. S. Department of Housing and Urban Development's CDBG, HOME, and ESG programs.

BE IT FURTHER RESOLVED that the Dakota County CDA is designated as the administrative entity to carry out the CDBG, HOME, and ESG programs on behalf of the City of Apple Valley, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

ADOPTED this 27th day of March, 2025.

---

Clint Hooppaw, Mayor

ATTEST:

---

Christina M. Scipioni, City Clerk



City of Apple Valley  
7100 147th Street W.  
Apple Valley, MN 55124

Phone: (952) 953-2500  
Fax: (952) 953-2515  
[www.applevalleymn.gov](http://www.applevalleymn.gov)

March 27, 2025

U.S. Department of Housing and Urban Development  
Attn. Ursula Brandt  
212 Third Avenue South, Suite 150  
Minneapolis, MN 55401

RE: **DEFERRAL OF METROPOLITAN CITY ENTITLEMENT STATUS  
CONTINUANCE IN THE DAKOTA COUNTY CDBG, HOME, AND ESG  
PROGRAMS**

Dear Ms. Brandt,

The City of Apple Valley has chosen to defer its Metropolitan City Entitlement Status for the federal fiscal years 2026 through 2028. The City has chosen to remain a participant of the Dakota County Urban County for CDBG, HOME, and ESG funding. You will find enclosed a copy of the city's meeting minutes and resolution supporting that decision.

Our city has worked closely with Dakota County and the Dakota County CDA for many years, and we continue to value that cooperative arrangement. Many worthwhile housing and community development activities have been accomplished here, and we look forward to achieving more successes during the next three-year period. We also understand that our continued participation with Dakota County strengthens the connection between all cities and townships within the county.

If you have any further questions, please contact Tom Lawell at (952) 953- 2578 or email [tom.lawell@applevalleymn.gov](mailto:tom.lawell@applevalleymn.gov).

Sincerely,

Tom Lawell  
City Administrator

Enclosure





City of Apple Valley  
7100 147th Street W.  
Apple Valley, MN 55124

Phone: (952) 953-2500  
Fax: (952) 953-2515  
[www.applevalleymn.gov](http://www.applevalleymn.gov)

March 27, 2025

Dakota County CDA  
Attn. Tony Schertler  
1228 Town Centre Drive  
Eagan, MN 55123

RE: **DEFERRAL OF METROPOLITAN CITY ENTITLEMENT STATUS  
CONTINUANCE IN THE DAKOTA COUNTY CDBG, HOME, AND ESG  
PROGRAMS**

Dear Mr. Schertler,

The City of Apple Valley has chosen to defer its Metropolitan City Entitlement Status for the federal fiscal years 2026 through 2028. The City has chosen to remain a participant of the Dakota County Urban County for CDBG, HOME, and ESG funding. You will find enclosed a copy of the city's meeting minutes and resolution supporting that decision.

Our city has worked closely with Dakota County and the CDA for many years, and we continue to value that cooperative arrangement. Many worthwhile housing and community development activities have been accomplished here, and we look forward to achieving more successes during the next three-year period. We also understand that our continued participation with Dakota County strengthens the connection between all cities and townships within the county.

If you have any further questions, please contact Tom Lawell at (952) 953-2578 or email [tom.lawell@applevalleymn.gov](mailto:tom.lawell@applevalleymn.gov).

Sincerely,

Tom Lawell  
City Administrator

Enclosure



1228 Town Centre Drive | Eagan, MN 55123  
PHONE 651-675-4400 | TDD/TTY 711  
[www.dakotacda.org](http://www.dakotacda.org)

Mr. Tom Lawell  
City Administrator  
City of Apple Valley  
7100 147<sup>th</sup> Street W.  
Apple Valley, MN 55124

March 3, 2025

Dear Mr. Lawell:

Every three years, the U.S. Department of Housing and Urban Development (HUD) requires urban counties to requalify their entitlement status and participating communities for the purpose of awarding Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds. Dakota County has qualified as an urban county and has received an annual allocation of CDBG funds since 1984. CDBG-funded activities have been a key element to keeping our communities strong and vibrant. The HOME program was designed exclusively to create affordable housing for low-income households. The ESG program assists individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. The Dakota County Community Development Agency (CDA) administers the CDBG, HOME, and ESG programs on behalf of Dakota County.

The successful use of these federal programs is due to the active involvement and support from local government. We hope to continue this partnership. As a city with a population above 50,000, HUD classifies Apple Valley as a “metropolitan city”. With such a classification, Apple Valley is eligible to receive its own CDBG entitlement allocation but not a HOME or ESG allocation. To date, Apple Valley has chosen to defer its status as a metropolitan city and remain a part of Dakota County’s urban county classification. The city needs to make a choice again for the next three-year period of 2026-2028.

If the City of Apple Valley chooses to remain a participant of Dakota County’s CDBG, HOME, and ESG programs, then it would continue to be eligible for funding through the Dakota County CDA. **Whether Apple Valley chooses to defer or accept its metropolitan city entitlement status it must notify in writing both the CDA and the HUD Field Office no later than May 15, 2025.** Notice to the HUD Field Office should be addressed to 212 Third Avenue South, Suite 150, Minneapolis, MN 55401, Attention: Ursula Brandt. Attached is a sample letter the city may use to defer its metropolitan city status if it again chooses that option. If Apple Valley chooses to accept a city entitlement status, it can use this same sample letter by changing it from deferral to acceptance.

If you have any questions regarding this process or the CDBG, HOME, and ESG programs, please contact me at (651) 675-4464 or at [mdykes@dakotacda.org](mailto:mdykes@dakotacda.org).

Sincerely,  
DAKOTA COUNTY CDA

Maggie Dykes, Asst. Director of Community & Economic Development



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.H.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Joint Powers Agreement with Dakota County Community Development Agency to Administer Local Affordable Housing Aid Funds

**Staff Contact:**

Tim Benetti, Community Development Director

**Department / Division:**

Community Development Department

**ACTION REQUESTED:**

Approve a Joint Powers Agreement between the City of Apple Valley and the Dakota County Community Development Agency to receive and administer Local Affordable Housing Aid funds on behalf of the City.

**SUMMARY:**

Attached for City Council consideration is a Local Affordable Housing Aid (LAHA) Agreement between the City of Apple Valley and the Dakota County Community Development Agency (CDA).

This Joint Powers Agreement authorizes the CDA to administer LAHA funds received annually from the Minnesota Department of Revenue (DOR) on behalf of the City. In early 2024, the DOR estimated that the City would receive \$282,732 for the year, distributed in two equal payments of \$141,366. Projections for 2025 have not yet been received.

In mid-2024, the CDA formally proposed a partnership with the City and other Dakota County communities to manage LAHA funds through two key programs:

1. The Home Improvement Loan Program (75% allocation)
2. The Radon Mitigation Grant Program (25% allocation)

Additionally, the JPA includes an option to allocate LAHA funds toward Residential Preservation and New Construction Gap Financing for affordable multi-family and single-family residential projects.

LAHA funds cannot be used for local government administrative expenses. However, the CDA Board of Commissioners has approved the use of CDA levy funds to cover administrative costs associated with managing these funds.

**BACKGROUND:**

At the June 13, 2024, City Council Informal Meeting, the CDA presented an overview of LAHA funding and programs and sought support for a collaborative effort with Dakota County communities. The Council expressed its support for the CDA's request to administer the program and agreed to pursue a formal agreement if necessary.

On November 11, 2024, the City Council adopted Resolution No. 2024-138 (attached), approving the CDA's administration of the City's LAHA funds under the terms outlined in the JPA. The resolution also authorized the Mayor and City Clerk to execute the agreement.

**BUDGET IMPACT:**

There is no direct impact on the City's budget. The Dakota County CDA will administer and manage these funds on behalf of the City. Should additional administrative costs arise, the CDA will seek approval from participating cities and amend agreements as necessary.

**ATTACHMENTS:**

Agreement  
Resolution

**LOCAL AFFORDABLE HOUSING AID AGREEMENT**  
**between**  
**CITY OF APPLE VALLEY**  
**and**  
**DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY**

**THIS LOCAL AFFORDABLE HOUSING AID AGREEMENT** (the “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Apple Valley, Minnesota (the “City”), 7100 147<sup>th</sup> Street W., Apple Valley, Minnesota 55124, a municipal corporation and political subdivision of the state of Minnesota, and the Dakota County Community Development Agency (the “CDA”), 1228 Town Centre Drive, Eagan, Minnesota 55123, a public body politic and corporate; also referred to as “Party” or “Parties.”

**WHEREAS**, the State of Minnesota created Local Affordable Housing Aid (“LAHA”) under Minnesota Statutes, Section 477A.35, as may be amended, which established distributions to metropolitan area counties and tier I cities located in a metropolitan county for qualifying projects as defined in Section 477A.35, subd. 4 (“Qualifying Projects”).

**WHEREAS**, the City desires to engage the CDA to receive the City’s LAHA funds and administer Qualifying Projects on behalf of the City.

**WHEREAS**, the CDA desires to serve in this role with its experience in and staffing of housing finance, preservation, and development.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the sufficiency is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **TERM.** This Agreement shall commence as of the date written above and shall continue until all duties are fulfilled, unless sooner terminated under the terms of the Agreement.
2. **DUTIES OF THE CDA.**
  - 2.1 Authorized to Act on Behalf of the City. The CDA shall act as the agent for the City to administer LAHA funds according to state statutes, laws, and rules. The CDA shall assume all duties and obligations that would otherwise be imposed upon the City, specifically:
    - a. Spending the funds received under this Agreement on Qualifying Projects, including disbursements to the CDA, eligible individuals and subrecipients, as well as to contractors, affordable housing developers, and vendors, all after determining that the use meets all requirements of Qualifying Projects.

- b. Maintaining complete and accurate records of funds received and all disbursements.
  - c. Ensuring timely expenditure of LAHA funds by December 31 in the fourth year following the allocation of the funds by the Minnesota Department of Revenue. If funds cannot be spent on Qualifying Projects by the deadline due to factors outside of the control of the CDA, the CDA will work with the City to transfer funds to a local housing trust fund.
  - d. Preparing an annual report, as required starting December 1, 2025, under Minnesota Statutes, Section 477A.35, subd. 6(b).
- 2.2 Compliance. The CDA shall comply with all applicable state and local LAHA requirements.
- 2.3 Identification and Use of LAHA Funds.
  - a. All LAHA funds received and expended under this Agreement will be spent solely on Qualifying Projects defined under Minnesota Statutes, Section 477A.35, subd. 4.
  - b. CDA will be responsible for the administration of those Qualifying Projects identified in Exhibit A, in a manner satisfactory to the City and consistent with any required standards.

### **3. USE OF FUNDS.**

- 3.1 Qualifying Projects. Per Minnesota Statutes, Section 477A.35, a broad list of LAHA uses are defined as Qualifying Projects. The CDA has offered to administer on behalf of the City the LAHA collaboration Qualifying Projects identified in Exhibit A. Exhibit A will be amended if there are changes to the list of Qualifying Projects in Minnesota Statutes or the CDA and the City agree to changes in the Qualifying Projects.
- 3.2 Allocation of LAHA Funds to CDA. The City will annually take formal action by resolution to allocate LAHA funds to the CDA for one, two, or all LAHA collaboration Qualifying Projects. These changes will be reflected in Exhibit B, which the CDA will update annually and deliver to the City. The CDA reserves the right to update the adjustment of the LAHA collaboration Qualifying Projects, as needed, including ongoing activities from previous fiscal years.

### **4. TRANSFER OF FUNDS.**

- 4.1 Transfer by the City. The City shall transfer the LAHA funds specified in Exhibit B received from the State to the CDA. Upon receipt of the annual authorizing City resolution, the CDA will submit a written request for the

LAHA funds to the City. The Parties shall cooperate and mutually agree upon the amount, timing, and transfer of LAHA funds to the CDA.

4.2 Retention of Funds. The CDA shall deposit and maintain the LAHA funds received under this Agreement in a separate internal account. The CDA shall maintain appropriate records of LAHA funds. The CDA shall administer and disburse all LAHA funds in accordance with this Agreement.

4.3 Program Income. Program income is the gross income received by the CDA that was generated from the use of the City's LAHA funds. The primary example is the payment of principal on loans made using LAHA funds.

Any program income generated from LAHA funds will be classified and distributed based on rules and guidance issued from the State as it becomes available.

Any program income on hand at the end of the expiration of this Agreement or received after expiration of this Agreement shall be paid over to the City unless the City and the CDA have entered into subsequent agreements.

4.4 Funding Contingency. The CDA's obligations under this Agreement are specifically contingent upon the disbursement of LAHA funds by the State and the City's transfer of LAHA funds to the CDA.

4.5 CDA Expenses. Unless allowable as a Qualifying Project, administrative and salary expenses incurred by the CDA will be paid by the CDA's special benefit levy and/or program service fees. If/when administrative and salary expenses are eligible, such costs will be assessed proportionally amongst the City and other CDA LAHA collaboration parties.

## **5. RECORDS AND REPORTS.**

5.1 Records. The CDA shall maintain complete and accurate records of LAHA funds received and all disbursements.

5.2 Reports. The CDA shall prepare quarterly progress reports on the Qualifying Projects regarding project pipeline, project start and completion dates, amount spent on Qualifying Projects, and other information as requested. Identifying data for individual clients will be aggregated. The CDA shall prepare the annual report for the City to submit to the Minnesota Housing Finance Agency.

5.3 Access to Records. The CDA agrees to provide the City, its designated auditors, or any of its authorized representatives access to any financial reports, documents, papers, and records of the CDA that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- 5.4 Record Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd.5, Minnesota Statutes, Section 16B.98, subd. 8 and applicable requirements, the CDA shall maintain records under this Agreement for a minimum of six (6) years from the end of this Agreement.

**6. INDEMNIFICATION.**

- 6.1 The CDA agrees to hold harmless, indemnify, and defend the City, its officials, agents, and employees against any and all third-party claims of whatever nature, expenses (including attorneys' fees), losses, damages or lawsuits for damages that arise as a result of the willful misconduct, negligent acts, errors, and/or omissions of the CDA in the performance of this Agreement.
- 6.2 Nothing in this Agreement (including, but not limited to, indemnification or insurance provisions) shall be deemed a waiver by either Party of the limits of liability set forth in Minnesota Statutes, Section 466.04 or a waiver of any available immunities or defenses. The CDA's obligation to hold and save harmless in this Agreement shall be limited by the limitations on liability set forth in Minnesota Statutes, Section 466.04, as may be amended from time to time.
- 6.3 The CDA shall notify the City within five (5) business days of actual receipt of any of the potential claims against the CDA that may arise as a consequence of any of the work or services performed or furnished by the CDA under the terms of this Agreement.

- 7. TERMINATION.** If the CDA materially fails to fulfill its obligations under this Agreement, the City may suspend or terminate this Agreement upon written notice to the CDA specifying the reason for termination. If the Agreement is terminated, the CDA shall pay over any unexpended funds and program income to the City. The CDA shall no longer be responsible for reporting on LAHA funds.

- 8. DATA PRIVACY.** All data collected, created, received, maintained, disseminated, or used for any purposes in the course of the CDA's performance under this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 or any other applicable state statutes and any state rules adopted to implement LAHA, as well as state statutes and federal regulations on data privacy. The CDA agrees to abide by these statutes, rules, and regulations as they may be amended.

- 9. DISPUTE RESOLUTION.** In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable



to resolve the dispute through these methods, either Party may commence an action in Dakota County District Court.

## **10. GENERAL PROVISIONS.**

- 10.1 Compliance with Laws. The Parties shall abide by all applicable federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereunder adopted pertaining to activities governed by this Agreement. The CDA shall be responsible for the performance of any contractors unless otherwise agreed in writing.
- 10.2 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws.
- 10.3 Independent Contractor. The CDA is an independent contractor and nothing herein shall be construed to create the relationship of employer and employee or joint venture between the City and the CDA. The CDA shall at all times be free to exercise initiative, judgment, and discretion as to how best to provide the services pursuant to this Agreement. The CDA acknowledges and agrees that the CDA is not entitled to receive any of the benefits received by City employees and is not eligible for workers or reemployment compensation benefits.
- 10.4 Modifications. Any alternations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the Parties.
- 10.5 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.
- 10.6 Survival of Terms. The following components of this Agreement will survive the termination or expiration of this Agreement: 4.4, 5.1, 5.2, 5.3, 6, 7, and 8.
- 10.7 Assignment. Neither Party may assign any interest in this Agreement without prior written consent of the other Party. Any non-approved transfer, assignment or conveyance shall be void.
- 10.8 Certification and Signatures.
  - a. Each Party certifies and warrants that it has the legal authority to enter into and perform under this Agreement and that its governing

body has authorized the execution and acceptance of this Agreement.

- b. Each person executing this Agreement on behalf of a Party certifies and warrants that such person is duly and validly authorized to legally execute and bind the Party to the terms of this Agreement.
- c. The Parties agree that electronic signatures to this Agreement shall be as valid as original signatures of the Parties and shall be effective to bind the Parties to this Agreement.

10.9 Rights and Remedies. All rights and remedies available to either the City or the CDA under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

10.10 Notices. Notices required to be provided pursuant to this Agreement shall be provided to the following named persons and address unless otherwise stated in this Agreement or in an amendment to this Agreement.

10.11 Liaison. To assist the Parties in the day-to-day performance of this Agreement, liaisons shall be designated by the City and the CDA. The Parties shall keep each other continually informed. At the time of the execution of this Agreement, the following persons are the designated liaisons:

For the City:

Tim Benetti  
Community Development Director  
7100 147<sup>th</sup> Street W.  
Apple Valley, MN 55124  
[tim.benetti@applevalleymn.gov](mailto:tim.benetti@applevalleymn.gov)  
(952) 953-2576

For the CDA:

Lisa Alfson  
Director of Community & Economic Development  
1228 Town Centre Drive  
Eagan, MN 55123  
[lalfson@dakotacda.org](mailto:lalfson@dakotacda.org)  
(651) 657-4467

**IN TESTIMONY WHEREOF**, the Parties hereto have caused these presents to be executed.

**City of Apple Valley, Minnesota**

By: \_\_\_\_\_  
Clint Hooppaw  
Its: Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christina Scipioni  
Its: City Clerk

Dated: \_\_\_\_\_

**Dakota County Community Development Agency**

By:\_\_\_\_\_

Joe Atkins

Its: Chair, Board of Commissioners

Dated:\_\_\_\_\_

By:\_\_\_\_\_

Tony Schertler

Its: Executive Director

Dated:\_\_\_\_\_

## **EXHIBIT A TO SUBRECIPIENT AGREEMENT**

### **DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) AND THE CITY OF APPLE VALLEY (City)**

Local Affordable Housing Aid (LAHA) funds will be committed to the following Qualifying Projects. CDA has offered to administer the following LAHA Collaboration Qualifying Projects on behalf of the City.

1. Expanded Single-Family Home Improvement Loan Program. Increase the number of loans made through the CDA's Home Improvement Loan Program, which provides zero percent, deferred loans up to \$35,000 for home improvement projects that prioritize health, safety, and structural integrity concerns.

LAHA funds will be administered in accordance with the Home Improvement Loan Program policy and procedures handbook, as periodically amended. Households at or below 80% of the Area Median Income (AMI) will be prioritized. If/when there are no priority households on the waiting list to be served, the CDA will then consider serving households above 80% AMI to the maximum LAHA income limit of 115% AMI.

2. Radon Testing and Mitigation Grant Program. This grant program will provide free testing services to clients of the CDA's Home Improvement Loan Program and will provide free mitigation systems for those clients whose homes have radon levels exceeding allowable levels, as determined by the US Environmental Protection Agency. The CDA will discuss with City the expansion of the program to other eligible homeowners if there is interest and CDA staff capacity.

As the Home Improvement Loan Program and the Radon Testing and Mitigation Grant Program serve the same clients, the CDA reserves the right to combine the funding for these two programs into one account to best serve the needs of clients.

3. Residential Preservation and New Construction Gap Financing Program. This program will expand the existing CDA-administered gap financing resources for affordable residential multi-family and single-family preservation and new construction. The CDA will work with the City to identify potential projects that need gap financing.

## **EXHIBIT B TO SUBRECIPIENT AGREEMENT**

### **DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY (CDA) AND THE CITY OF APPLE VALLEY (City)**

Local Affordable Housing Aid (LAHA) funds will be committed to the following Qualifying Projects. Exhibit B will be amended on an annual basis, or as needed, through the term of this Agreement.

#### **CURRENT YEAR ALLOCATION – 2024**

All funds must be committed by December 31, 2027, and fully expended by December 31, 2028

- Qualifying Project 1: HOME IMPROVEMENT LOAN PROGRAM – Administered by CDA
  - Description: The Home Improvement Loan Program assists low and moderate-income homeowners in improving and maintaining their homes in a decent, safe, and sanitary condition. The program offers deferred loans up to \$35,000 with zero percent interest rates to homeowners earning 115 percent or below area median income, and prioritizing homeowners with incomes at or below 80 percent area median income.
  - Schedule: Ongoing
  - Budget: \$ 212,049.00 (75 percent of 2024 LAHA distribution to City)
  
- Qualifying Project 2: RADON TESTING AND MITIGATION GRANT PROGRAM – Administered by CDA
  - Description: The Radon Testing and Mitigation Grant Program assists clients of the Home Improvement Loan Program with free radon testing and installation of a mitigation system, if needed. Clients will receive free radon tests to be performed by professional radon testing providers. Clients whose homes have radon levels greater than 4.0 pCi/L (picocuries of radon per liter of air) will receive a mitigation system. Every effort will be made to ensure the radon levels in the subject homes post-mitigation will not exceed 2.0 pCi/L.
  - Schedule: Ongoing
  - Budget: \$ 70,683.00 (25 percent of LAHA distribution to City)

CITY OF APPLE VALLEY  
RESOLUTION NO. 2024-138

A RESOLUTION APPROVING THE DAKOTA COUNTY COMMUNITY DEVELOPMENT  
AGENCY TO ADMINISTER CITY LOCAL AFFORDABLE HOUSING AID FUNDS

WHEREAS, the City of Apple Valley (City) is a recipient of newly created sales taxed-funded Local Affordable Housing Aid (LAHA) dollars from the State of Minnesota; and

WHEREAS, the purpose of LAHA is to develop and preserve affordable housing and help people experiencing homelessness find decent, safe, and sanitary housing; and

WHEREAS, the City's first annual allocation of LAHA funds was received in 2024 with a total of \$282,732.21; and

WHEREAS, the City has three years to commit the 2024 funding (no later than December 31, 2027) and must spend the funds by December 31, 2028; and

WHEREAS, if the City's LAHA funds are not committed or spent the funding in the required timeframe, funds will be returned to Minnesota Housing Finance Agency for statewide housing needs; and

WHEREAS, the Dakota County Community Development Agency (CDA) is the housing and economic development authority for the County that has well-established, successful housing programs that are LAHA eligible; and

WHEREAS, the CDA has formally requested to partner with the City (and other Dakota County communities) on the administration of LAHA funds for two CDA programs: 1) the Home Improvement Loan program, and 2) the Radon Mitigation Grant Program (together "the Programs"); and

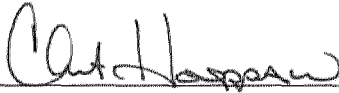
WHEREAS, the CDA has requested a formal response from the City by December 2, 2024, on whether the City agrees to partner with the CDA on the administration of the City's LAHA funds and the allocation of those funds on the Programs.

BE IT FURTHER RESOLVED that the City hereby approves the following:

1. The Dakota County CDA is designated as the entity to carry out certain administrative duties related to the Local Affordable Housing Aid (LAHA) program on behalf of the City of Apple Valley, subject to a future joint power agreements to be executed between the two parties.
2. The City wishes to allocate its LAHA funds to two CDA programs in the amounts listed below:

- a) Home Improvement Loan Program: 75% of City's allocated LAHA Funds.
- b) Radon Mitigation Grant Program: 25% of City's allocated LAHA Funds.
- 3. The Mayor of the City of Apple Valley is authorized to execute the joint powers agreement related to partnership with the Dakota County CDA.

ADOPTED this 12th day of November 2024.


  
\_\_\_\_\_  
Clint Hooppaw, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina M. Scipioni, City Clerk

#### CERTIFICATE

I, Christina M. Scipioni, Apple Valley City Clerk, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City Council on November 12, 2024, the original of which is in my possession, dated this 12th day of November 2024.

  
\_\_\_\_\_  
Christina M. Scipioni, City Clerk





ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.I.  
March 27, 2025  
Consent Agenda

**Description:**

Adopt Resolution Directing Preparation of Plans and Specifications for Project 2025-101E, 2025 Street and Utility Improvements (Apple Streets Electrical Conversion Phase 1)

**Staff Contact:**

Brandon Anderson, City Engineer

**Department / Division:**

Engineering Division

**ACTION REQUESTED:**

Adopt resolution directing preparation of plans and specifications for Project 2025-101E, 2025 Street and Utility Improvements (Apple Streets Electrical Conversion Phase 1).

**SUMMARY:**

Dakota Electric Association has committed to burying all electrical lines in the right of way as part of the street and utility improvement project. All areas within the 2025 Street and Utility Improvement area will have access to underground electric. Dakota Electric will also be removing existing rear yard poles and distribution lines in phases alongside City reconstruction neighborhoods. Staff will work with communication companies that share overhead pole space to also bury their lines underground. Homes affected by this project are located on the following streets:

- Porter Lane
- Redwell Lane
- Cooper Lane
- Cortland Drive

The scope of work as part of the Overhead to Underground electric conversion for the 59 homes in these areas includes providing conduit and cable from each new transformer set by Dakota Electric to the existing meter socket location at each home. Also included will be associated restoration work and permit fees to allow the conversation of overhead lines to underground service connections. This work is consistent with what was completed as part of the Cimarron Neighborhood projects in 2020-2022.

A map of the proposed project area is attached (Figure: 1).

This project is tentatively scheduled for construction in 2025.

**BACKGROUND:**

N/A

**BUDGET IMPACT:**

Project costs and funding included in the preliminary 2025 operating budget are summarized as follows:

Estimated Project Costs:

Construction Cost	\$ 530,000
Construction Contingency (5%)	\$ 26,500
Engineering, Contract Admin, Inspection, Testing, Survey	<u>\$ 93,500</u>
Total Estimated Cost	\$ 650,000

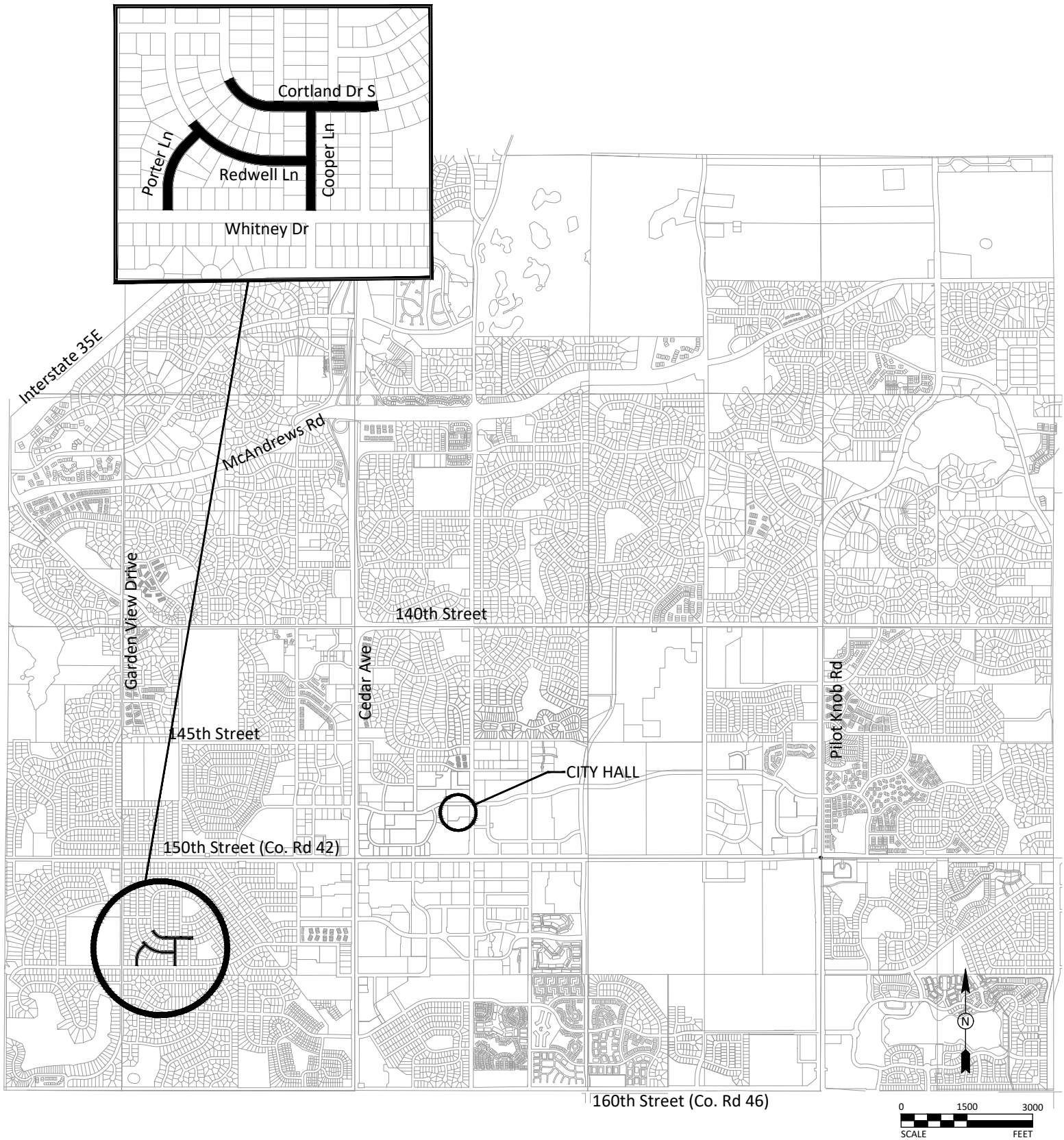
Estimated Project Funding:

Electric Franchise Fund	<u>\$ 650,000</u>
Total Estimated Funding	\$ 650,000

**ATTACHMENTS:**

Map

Resolution

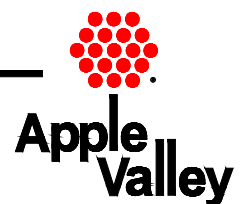


## 2025 STREET AND UTILITY IMPROVEMENTS

2025-101E

City of Apple Valley

Figure 1



CITY OF APPLE VALLEY  
RESOLUTION NO. 2025-

A RESOLUTION DIRECTING PREPARATION OF PLANS AND SPECIFICATIONS  
FOR PROJECT 2025-101E, 2025 STREET AND UTILITY IMPROVEMENTS (APPLE  
STREETS CONVERSION PHASE 1)

WHEREAS, the City's Capital Improvements Program identifies streets for proposed infrastructure improvements in 2025; and

WHEREAS, the City Council has reviewed the scope of proposed improvements associated with the 2025-101E, 2025 Street and Utility Improvements (Apple Streets Electrical Conversion Phase 1); and

WHEREAS, the City Council considers it to be in the best interest of the City to begin the process of information gathering and have plans and specifications prepared for said improvements scheduled for construction in the year 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apple Valley, Dakota County, Minnesota that:

1. Improvement Project 2025-101E, 2025 Street and Utility Improvements (Apple Streets Electrical Conversion Phase 1) is hereby established.
2. Staff is directed to conduct preliminary field work and prepare plans and specifications.

ADOPTED this 27<sup>th</sup> day of March 2025.

---

Clint Hooppaw, Mayor

ATTEST:

---

Christina M. Scipioni, City Clerk



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.J.  
March 27, 2025  
Consent Agenda

<b>Description:</b> Approve Continuation of Commission/Committee Recognition Program	
<b>Staff Contact:</b> Eric Carlson, Parks & Recreation Director	<b>Department / Division:</b> Parks and Recreation Department

**ACTION REQUESTED:**

Approve continuation of Commission/Committee Recognition Program in 2025.

**SUMMARY:**

Approval is being sought for continuation of the Commission/Committee Recognition Program allocating a credit of up to \$720 per member toward their participation in City of Apple Valley services and activities.

**BACKGROUND:**

The City of Apple Valley Commission/Committee Recognition Program was established in 1994 as a means of thanking the volunteers of the Planning Commission, Parks and Recreation Advisory Committee, and the Urban Affairs Committee for their time and services. Upon their formation, the Cemetery Advisory Committee was added to the program in 1999, the Traffic Safety Advisory Committee in 2001, and the Telecommunications Advisory Committee in 2017.

The City Attorney has reviewed the program and has determined that it is acceptable so long as the appropriate IRS 1099 tax forms are distributed to those who annually elect to participate in the program.

The program allocates an annual credit of \$720 per member of the commission and committees toward their participation in City of Apple Valley activities. Currently those activities are limited to Parks and Recreation staff-run programs and facility reservations. Credits may not be used for purchase of supplies such as golf balls, clothing, food, or any activity conducted by an independent contractor. Of the 38 eligible participants in 2024, 19 exercised their credit options.

Rounds of Golf (18 holes)	75
Rounds of Golf (9 holes)	29
Driving Range Cards	3
Valleywood Patron Card	1
Golf Season Pass (partial)	1
Aquatic Center 10-Admission Cards	16
Water Walking Passes	5
Redwood 10-Admission Cards	2

Adult Athletics 10-Admission Cards	1
Program Participation Registrations	3
Facility Rental	1
Miscellaneous	6

**BUDGET IMPACT:**

If all eligible members took advantage of the program, the value of the services provided would be a maximum of \$28,080. Last year approximately 50% of the eligible members participated in the program for an estimated value of \$8,428.

Value Totals

2024 \$8,428.00  
2023 \$8,221.00  
2022 \$8,685.00  
2021 \$7,990.00  
2020 \$5,420.00  
2019 \$8,336.00  
2018 \$7,691.50  
2017 \$7,899.89  
2016 \$8,786.00

Staff will work with the Finance Department to determine how to best reflect the value of services provided under the program within the City budget as they relate to Valleywood, Splash Valley Water Park, recreation programs, etc.



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.K.  
March 27, 2025  
Consent Agenda

**Description:**

Adopt Resolution Ordering Preparation of Feasibility Study for Project 2025-110, Ellice Trail (Johnny Cake Ridge Road to CSAH 31) Improvements

**Staff Contact:**

Brandon Anderson, City Engineer

**Department / Division:**

Engineering Division

**ACTION REQUESTED:**

Adopt resolution ordering preparation of the feasibility study for Project 2025-110, Ellice Trail (Johnny Cake Ridge Road to CSAH 31) Improvements.

**SUMMARY:**

The City of Apple Valley 2024-2030 Capital Improvement Program identifies potential utility replacement and street reconstruction work on Ellice Trail in 2027.

Scope of work to be evaluated includes total replacement of sanitary sewer, water main and storm sewer and street reconstruction including updated pedestrian facilities and street lighting. A map of the proposed project area is attached (Figure 1).

**BACKGROUND:**

Ellice Trail is a  $\frac{3}{4}$  mile long Municipal State Aid connector between two major roadways, Johnny Cake Ridge Road (JCRR) and Pilot Knob Road (CSAH 31). It consists of a rural section, with no curb and gutter and poor drainage facilities. It is a curvy, two-lane road, heavily wooded with sight line issues. A narrow shoulder exists with no pedestrian facilities although there are several intersecting local streets and pedestrian trail crossings. The two intersections at each end are uncontrolled. Numerous driveways have direct access to the street. The existing sewer and water utilities are also in poor condition and need to be reconstructed. In all likelihood, any project improvements will require additional right of way, retaining walls and drainage facilities.

The project development tasks for the proposed improvements would involve the following scope of work.

- Conduct a topographical field survey to collect ground elevation, utility locations, and surface features within the proposed work zone.
- Conduct a geotechnical investigation and soil borings within the work zone.
- Prepare a feasibility study, 30% schematic design, traffic studies, stormwater management and project cost estimate.
- An extensive public engagement process is proposed as part of this project scope.

**BUDGET IMPACT:**

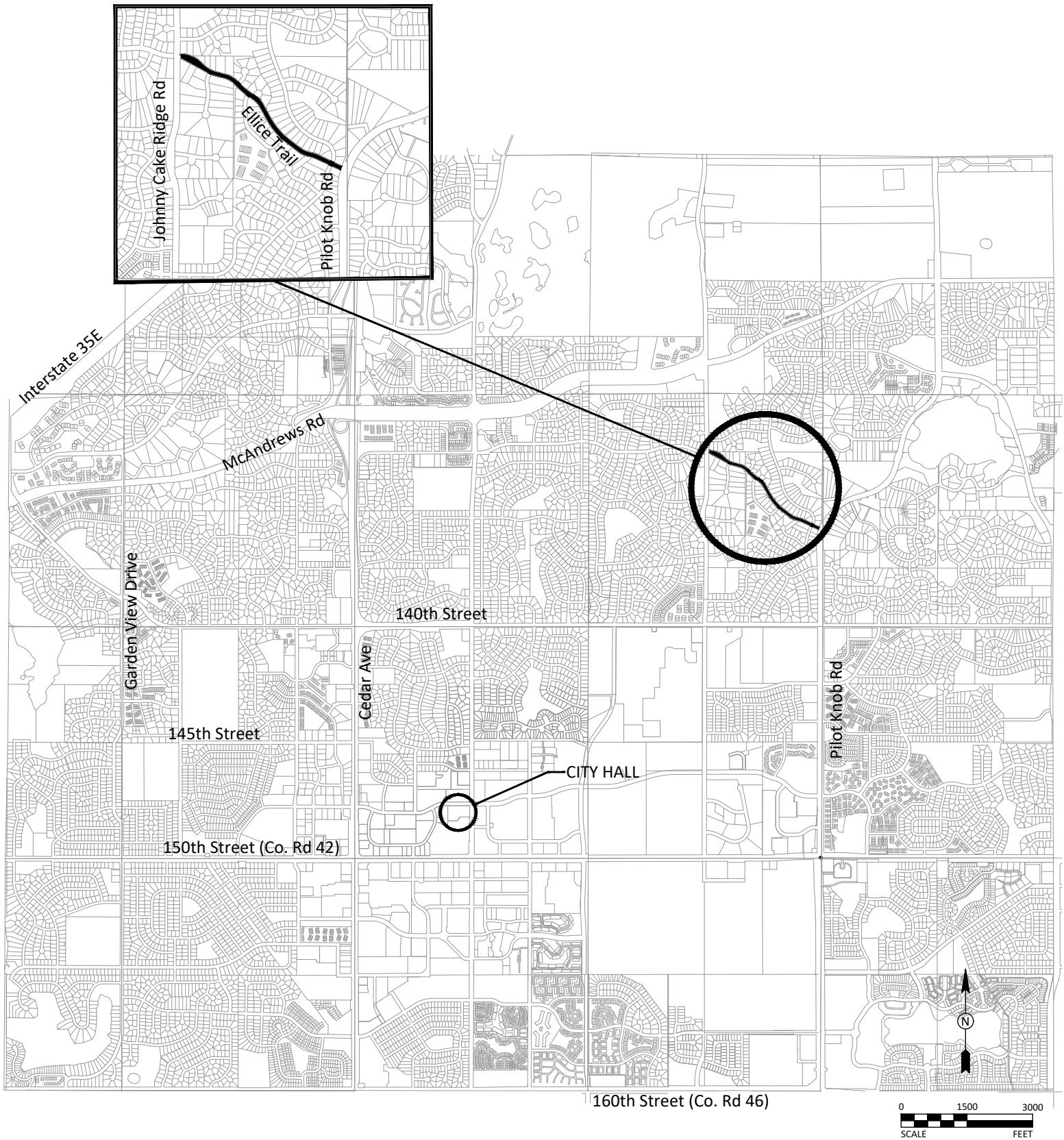
Project costs and funding included in the adopted 2025-2026 operating budget are summarized as follows:

Estimated Project Funding (Municipal State Aid)	\$200,000
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**ATTACHMENTS:**

- Map
- Resolution



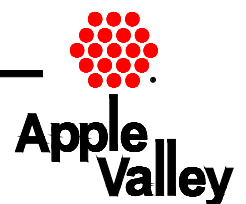


## ELLICE TRAIL (JOHNNY CAKE RIDGE ROAD TO CSAH 31) FEASIBILITY STUDY

2025-110

City of Apple Valley

Figure 1



CITY OF APPLE VALLEY  
RESOLUTION NO. 2025-

A RESOLUTION AUTHORIZING PREPARATION OF A FEASIBILITY STUDY  
FOR PROJECT 2025-110, ELLICE TRAIL (JOHNNY CAKE RIDGE ROAD TO CSAH 31)  
IMPROVEMENTS

WHEREAS, the City's Capital Improvements Program identifies streets for proposed infrastructure improvements in 2027; and

WHEREAS, the City Council has reviewed the scope of proposed improvements associated with the 2025-110, Ellice Trail (Johnny Cake Ridge Road to CSAH 31) Improvements project; and

WHEREAS, the City Council considers it to be in the best interest of the City to begin the process of information gathering and have a feasibility report prepared for said improvements scheduled for construction in the year 2027 as identified in the City's Capital Improvements Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apple Valley, Dakota County, Minnesota, that:

1. Improvement Project 2025-110, Ellice Trail (Johnny Cake Ridge Road to CSAH 31) Improvements Feasibility Study is hereby established.
2. Staff is directed to conduct preliminary field work and have a feasibility report prepared.

ADOPTED this 27<sup>th</sup> day of March, 2025.

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Clint Hooppaw, Mayor

ATTEST:

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Christina M. Scipioni, City Clerk



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.L.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Bidder Qualification Selection Criteria for Project 2024-190, Kelley Park Renovation (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve bidder qualification selection criteria for Project 2024-190, Kelley Park Renovation (2023 Parks Bond Referendum).

**SUMMARY:**

The City has been following the process outlined in Minnesota State statutes related to using the Construction Manager at Risk project delivery model for Project 2024-190, Kelley Park Renovation (formerly Project 2024-118), associated with the 2023 Parks Bond Referendum.

Highlights of this process include:

- A Request for Qualifications (RFQ) for the project was released on February 22, 2024.
- City staff reviewed and scored the five (5) RFQs that were submitted for the project.
- A Request for Proposal (RFP) for the project was released to the top three (3) submitters.
- City staff interviewed and scored three (3) firms that responded to the RFP.
- Negotiations between the top scorer after the interview process have resulted in an agreement with Kraus Anderson for Construction Management at Risk services.
- Kraus Anderson will ultimately be responsible for the price, schedule, and workmanship of the project.
- Before actual construction begins, Kraus Anderson and the City will agree to a Guaranteed Maximum Price (GMP) for the project.

Pursuant to MN State statutes, the Council is asked to approve the attached Bidder Qualification Selection Criteria prior to Kraus Anderson bringing Project 2024-190, Kelley Park Renovation, to bid.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, Hayes Arena, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum.

**ATTACHMENTS:**

Exhibit



**KRAUS-ANDERSON®**

## Subcontractor Request for Qualification (RFQ)



### City of Apple Valley Kelley Park

Issue Date: February 14<sup>th</sup>, 2025

Responses Due on or Before:  
Friday, March 7<sup>th</sup>, 2025 at 2:00 PM



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Page 10 – The Prequalification Process
Page 11 – Contracting Requirements
Exhibit A – Subcontractor Prequalification Statement
Exhibit B – A201 – 2017 General Conditions of the Contract for Construction
Exhibit C – Standard Form of Agreement between Construction Manager and Subcontractor
Exhibit D – Standard Contract Agreement for Materials Only



## Request for Qualifications (RFQ)

Your response to this Request for Qualifications (RFQ) shall be returned via mail, courier or email. RFQ submissions must be submitted or received prior to 2:00 PM, Friday, March 7<sup>th</sup>, 2025.

Via Mail: Kraus-Anderson Construction Company  
c/o Ben Albrecht  
501 South Eighth Street  
Minneapolis, MN 55404

Or,

Via Email: [ben.albrecht@krausanderson.com](mailto:ben.albrecht@krausanderson.com)

In accordance with this RFQ, and subject to all conditions thereof, the signatory on the letter transmitting the Qualifications agrees that its response to this RFQ. It is understood and agreed that the response, or any part thereof, when accepted may become part of a legal and binding Contract between the undersigned vendor and the Construction Manager at Risk for the project, Kraus-Anderson Construction Company.

### Qualification Overview

This RFQ describes the prequalification requirements and process for subcontractors to become eligible to perform work on the City of Apple Valley – Kelley Park project. Upon completion of the RFQ process, a list of prequalified subcontractors for each work category will be established. Prequalified subcontractors will then be invited to proceed to the next step of the process which is the competitive Price Solicitation/Request for Bids (RFB). Only prequalified subcontractors are allowed to participate in the RFB. The RFQ also specifies contractual conditions that a Responder will be required to agree to should they become prequalified and receive a subcontract for the work.

Detailed Contract obligations and measures of performance will be defined in the final negotiated Contract; a sample Contract is attached as Exhibit C. The RFQ shall not be construed to limit the Construction Manager at Risk and City of Valley's right to enter into a Contract, or to reject all proposals.

Direct all correspondence and inquires, legal questions, general issues or technical issues regarding this RFQ to:

Kraus-Anderson Construction Company  
Ben Albrecht, Project Manager  
[ben.albrecht@krausanderson.com](mailto:ben.albrecht@krausanderson.com)  
763-401-2465

**RFQ Acknowledgement**

Respondents shall fill in the information below and return this page with their Qualifications Submittal

Name of Respondent and Intended Work Scope(s): \_\_\_\_\_

List any collective bargaining agreements your firm belongs to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DBE/WBE/MBE

Is your company a registered as a certified DBE – diverse business enterprise with the Minnesota Unified Certification Program (MNUCP)?

Yes \_\_\_\_\_ No \_\_\_\_\_

DBE/WBE/MBE Designation: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Typed Name of Signer: \_\_\_\_\_

Title: \_\_\_\_\_

*Signer must be authorized to contractually obligate the Respondent.*

Type or print clearly the name of the person who prepared this response:

\_\_\_\_\_

Addenda Acknowledgement: \_\_\_\_\_



## 1.0 General Information

### 1.1 Background and Purpose of this Request for Qualifications

- 1.1.1 The purpose of this Request for Qualifications is to evaluate and prequalify Subcontractors and trade workers for work on the City of Apple Valley – Kelley Park project. Based upon evaluation of the responses to the RFQ, the successful Responders will be eligible to submit competitive proposals for work and enter into a Contract with Kraus-Anderson Construction Company, the Construction Manager at Risk (CM@r) for the project.

### 1.2 Project Description

- 1.2.1 The Kelley Park project encompasses a range of upgrades and enhancements, including a bandshell with an event lawn, a park shelter with restrooms, a splash pad, a playground, a dog park, and basketball courts. The project also includes additional park shelters, walking trails, landscaping, parking areas, and site lighting. This RFQ is for Bids to be received in April 2025 for the following anticipated Work Scopes of the project:

Work Scope 01-J	Final Cleaning
Work Scope 03-A	Concrete & Masonry
Work Scope 03-D	Specially Finished Concrete
Work Scope 05-A	Steel Material Supply
Work Scope 05-B	Steel Material Erection
Work Scope 06-A	Carpentry
Work Scope 06-B	Structural Wood Framing
Work Scope 07-F	Exterior Siding/Metal Panel
Work Scope 07-H	Roofing
Work Scope 07-L	Sealants
Work Scope 08-A	Doors, Frames & Hardware
Work Scope 08-D	Specialty Doors
Work Scope 08-F	Glass & Glazing Package
Work Scope 09-A	Drywall
Work Scope 09-B	Tile
Work Scope 09-C	Ceilings and Acoustical Treatment
Work Scope 09-D	Flooring (Resilient & Carpet)
Work Scope 09-H	Fluid-Applied Flooring
Work Scope 09-K	Painting
Work Scope 13-A	Splash Pad
Work Scope 23-A	Combined Mechanical
Work Scope 26-A	Electrical
Work Scope 31-A	Site Clearing, Earthwork & Site Utilities
Work Scope 32-A	Asphalt Paving
Work Scope 32-B	Concrete Paving
Work Scope 32-C	Athletic Equipment & Recreational Surfacing
Work Scope 32-D	Site Fencing
Work Scope 32-F	Landscaping

- 1.2.2 The estimated total cost of construction is \$7,018,000 and construction is anticipated to start in June 2025. Construction is to be substantially complete by August 2026.

### **1.3 Description of Subcontract with Construction Manager at Risk**

- 1.3.1 The Owner (City of Apple Valley) has entered into a Contract with Kraus-Anderson Construction Company, the Construction Manager at Risk (CM@r) for the project. All subcontractors will be bound with the CM@r. Subcontractors interested in being prequalified for performing work on the project shall meet the qualification requirements contained in this RFQ and, if selected as a prequalified subcontractor, they will be required to comply with the contract requirements contained in this RFQ.

### **1.4 Construction Manager at Risk Provided Information**

- 1.4.1 The information for the Project has been assembled for review by Respondents and can be obtained via free electronic download by visiting <https://app.buildingconnected.com/public/5757529c4425ca0a0029307b>.
- 1.4.2 Any information provided or made available to Respondents during the course of the RFQ process, including the document enumerated in this section, is provided for the convenience of Respondents. Information is made available to Respondents without representation or warranty whatsoever as to its accuracy, completeness, or relevancy. Respondents shall independently evaluate the information for their use and shall be solely responsible for use or interpretation of the information.

### **1.5 Prequalification Selection Process Schedule of Events**

- 1.5.1 The intended schedule for prequalification of Subcontractors for the Project is set forth below; however, the CM@r reserves the right to modify this schedule as necessary.

Issue RFQ:	February 14, 2025
RFQ Pre-Bid	February 20, 2025
Deadline for RFQ Questions:	February 28, 2025
RFQ Responses Due:	March 7, 2025 – 2:00 PM CST
Notice of Prequalification:	March 14, 2025

## 2.0 Instructions to Respondents

### 2.1 Required Review of Documentation

- 2.1.1 Before submission of a proposal in response to this RFQ, all Respondents shall review and become familiar with this RFQ. Respondents shall also include a signed copy of RFQ Acknowledgment of this RFQ with their qualifications submittal which will signify their acknowledgement of its contents. By responding to this RFQ, the Respondents shall acknowledge the contracting requirements and contract terms and conditions, and the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition as amended by City of Apple Valley.

### 2.2 Completion of the RFQ Responses

- 2.2.1 Each Respondent shall answer all questions and provide all requested information contained in all of the Amendments. Any prospective respondent failing to do so may be deemed to be non-responsive. Complete and submit all Attachments as part of your Qualifications. After receipt of responses, the CM@r reserves the right to request clarifications and information.

### 2.3 RFQ Response Submission – Content and Format

- 2.3.1 All paper copies of the Qualifications shall be submitted in a sealed package marked "RFQ Response", "Project Name" and "Work Scope" bound in a manner that facilitates easy handling, photocopying and reading. Qualifications returned by email shall have the subject line marked "RFQ Response", "Project Name" and "Work Scope". Respondents shall prepare their proposals in the format and sequence specified below. Respond specifically to each item or question posed. Do not simply make a general reference to an attachment or brochure. Failure to comply with this stipulation may result in the Qualifications being rejected. Catalogs, brochures, etc. about the Respondents products or services may be included as an appendix to the qualifications, but not in place of specific responses to each item on the attachments listed below.

- 2.3.2 The RFQ Response package shall include:

1. Cover page identifying the Respondents' Company name, Project Title, date submitted, and a listing of the Work Scope categories that the Respondent intends to prequalify for. (See Section 1.2.1 for available Work Scopes at this time)
2. A transmittal letter from the Firm/Company Principal signed by an individual authorized to commit the Respondent to a future contract, should one be forthcoming.
3. A signed copy of the RFQ Acknowledgement.
4. Written Responses to Exhibit A.
5. RFQ Addenda Acknowledgement (if any).

- 2.3.3 The Qualifications format shall be as follows:

1. 8.5x11 paper, portrait orientation
2. Contents: as described above
3. Qualifications Content Order: The contents of your response shall be in the same sequence as indicated in paragraph 2.3.2.

## 2.4 Quantities and Electronic Submission

- 2.4.1 Each Respondent shall provide one (1) hard copy or electronic copy of its entire Qualifications package, including all attachments on 8.5x11 paper. **Electronic responses may be emailed to: [ben.albrecht@krausanderson.com](mailto:ben.albrecht@krausanderson.com)**  
**\*Zip files cannot be accepted\***

## 2.5 Response Due Date and Time

- 2.5.1 To be considered for selection, Qualifications electronic and/or hard copy shall be received at the mailing address listed on the Cover Page of this RFQ and time stamped by the CM@r no later than the time and date of the submission deadline. The CM@r assumes no responsibility for delays in the US Mail or courier systems, or delays due to weather conditions. If the Respondent chooses to submit via email, the submission must be transmitted prior to the due date and time listed on the Cover Page of this RFQ.
- 2.5.2 **A response received after the deadline will not be accepted.** Receipt of Qualifications after the closing date and time, as stated herein, shall not be construed as acceptance of the Response. Late Qualifications packages will be logged as to date/time received and thereafter returned to the late Respondent.

## 2.6 Requests for Clarification and Information; Proposed Exceptions and Deviations

- 2.6.1 Communications with the Construction Manager at Risk regarding this RFQ must be submitted via email to [ben.albrecht@krausanderson.com](mailto:ben.albrecht@krausanderson.com), only. Each communication shall clearly state the appropriate RFQ reference (i.e. subject plus page and section numbers) and shall generally state the subject matter and contents of the communication in the subject line of the email. Communications not carrying this designation will be assumed to be general mail, and may not receive priority attention.
- 2.6.2 Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications, including those occurring at pre-qualifications meetings, site visits, tours, etc., will be without legal and/or contractual effect.

## 2.7 Communications Restrictions

- 2.7.1 From the date of release of the RFQ, until the Respondent is prequalified, Respondents shall not communicate with any CM@r staff that is not designated as the RFQ point of contact, City of Apple Valley, or the Architect/Engineer. All communications shall be through the CM@r's designated point of contact. If any Respondent attempts any unauthorized communication, this may be grounds for rejection.

## 2.8 Expenses

- 2.8.1 The CM@r and City of Apple Valley will not assume any liability for payment of expenses incurred by Respondents in preparing and submitting qualifications in response to this RFQ.

## 2.9 Disposition of Responses: All materials submitted in response to this RFQ will become property of the CM@r and will become public record after the evaluation process is completed and prequalification decisions are made. If the Responder submits information in response to this

RFQ that it believes to be trade secret materials, as defined by the Minnesota State Government Data Practices Act, Minn. Stat. SS 13.37, the Responder shall: (The CM@r and/or City of Apple Valley will not consider the costs submitted by the Responder to be trade secret materials)

- A. Clearly mark all trade secret materials in your response at the time the response is submitted.
- B. Include a statement with its response justifying the trade secret designation for each item.
- C. Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the CM@r, City of Apple Valley, their agents and employees, from any judgements awarded in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the award of a Contract. In submitting a response to the RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the CM@r and/or City of Apple Valley. As a City of Apple Valley project, the CM@r is required to keep all the basic documents related to its Contracts, including responses to RFQs and solicitations, for a minimum of seven years.

### **3.0 The Prequalification Process**

#### **3.1 Evaluation of Responses and the Selection Process**

- 3.1.1 Each Qualifications package submitted in response to this RFQ will be reviewed for completeness, signatures, and all required data before considering the Qualifications for further review. Paragraph 3.1.2 describes the pass/fail process for Exhibit A.
  
- 3.1.2 Each Respondent's response will be scored on a pass or fail basis. Each Qualifications package shall include information with respect to each of the evaluation criteria, as further described in the Attachments. Each respondent must receive a pass rating on all criteria to become prequalified. Failure to respond to any individual item may be considered a failing rating and the Respondent may not be prequalified. After receipt of responses, the CM@r reserves the right to request clarifications and submittal of additional information, if necessary. The Project Team reserves the right to accept or reject any or all responses and to waive informalities in responses.

## 4.0 Contracting Requirements

- 4.1 Successful Respondents will be prequalified to enter into a contract with the CM@r. When the review, scoring and selection process is complete, the CM@r will send notification of the results to all Respondents. This RFQ or being selected as a prequalified Subcontractor does not commit the CM@r or City of Apple Valley to award any Contract or to pay any costs incurred by the Respondents.
- 4.2 The Responders deemed to be prequalified will be invited to participate in a competitive bid process for this Project. All bids received will be subject to a detailed and thorough review for completeness and compliance with the Contract Documents. The CM@r reserves the right to request additional information with Respondents who become prequalified.

**Exhibit A**  
**Prequalification of Subcontractors**  
**Under Construction Manager at Risk for the**  
**City of Apple Valley**  
**Kelley Park**

**Subcontractor Prequalification Statement**

Subcontractors are responsible for checking all addenda for the final version of the Subcontractor Prequalification Statement. Responses which include an outdated version of the Subcontractor Prequalification Statement may be rejected.

The Subcontractor must submit this form with their response to this solicitation. If the solicitation response is received without the Subcontractor Prequalification Statement, the response may be rejected.

Each Respondent shall answer all of the questions and provide all requested information contained herein. Because answering all of the questions and providing all of the requested information is a requirement, any Respondent failing to meet this requirement may be deemed to be non-responsive at the sole discretion of the CM@r. If a Respondent is deemed to be non-responsive, their response will be rejected.

Before an award is made, the CM@r reserves the right to clarify/verify Prequalification Statement information submitted to determine that all qualifications listed below have been met.

If the qualification requirements listed below are not met, either on the face of the submitted information or after such clarification/verification as the CM@r may request, then the Subcontractor's response will be rejected.

Check Yes or No to the following below.

1. Contractor has been in business under current business name or current Federal Employer ID Number since December 1, 2023. If there has been no change in Federal Employer ID Number, but the business name has changed since, December 1, 2023, you are required to list your previous company name. a. My Company has been in business under current business name or current Federal Employee ID Number since December 1, 2023 or longer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Previous Company Name, if business name has changed since December 1, 2023: _____	
2. If your firms qualifications are accepted and you are allowed to participate in the Request for Bids you may be required to submit a financial prequalification to Kraus-Anderson Construction Company through the TradeTapp platform. An invitation to submit this prequalification will be emailed to you from Kraus-Anderson's prequalification department.  Are you willing to submit a financial prequalification if required?	Yes <input type="checkbox"/> No <input type="checkbox"/>



<p>3. Kraus-Anderson is signatory to the Carpenters, Laborers, Cement Masons and Operators Unions. Any trade labor your firm intends on utilizing for the aforementioned trades noted above must also be Union as a part of this pre-qualification and the project.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>4. Your Company has completed, as a subcontractor or material supplier, the work for at least three (3) contracts in the last five (5) years for similar projects. Each of these projects shall have had similar building and/or site components as described above.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>List the names of three projects used for meeting these criteria including the Owner/General Contractor contact information.</p> <p>Project #1 Name: _____</p> <p>Project #1 Owner/General Contractor: _____</p> <p>Project #1 Owner/General Contractor Contact Person: _____</p> <p>Project #1 Owner/General Contractor email or Phone Number: _____</p> <p>Project #2 Name: _____</p> <p>Project #2 Owner/General Contractor: _____</p> <p>Project #2 Owner/General Contractor Contact Person: _____</p> <p>Project #2 Owner/General Contractor email or Phone Number: _____</p> <p>Project #3 Name: _____</p> <p>Project #3 Owner/General Contractor: _____</p> <p>Project #3 Owner/General Contractor Contact Person: _____</p> <p>Project #3 Owner/General Contractor email or Phone Number: _____</p>	

<p>5. My Company's proposed project manager and foreperson have been assigned to the work for at least three (3) contracts in the last five (5) years for projects similar in size and complexity as described above.</p> <p>Note: If it becomes necessary to change the Project Superintendent (for example, the Project Superintendent ceases to be employed by the Contractor), the Project Superintendent shall be replaced with a person who has the same or similar qualifications and is approved by the CM@r and Owner prior to the change.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>Project Manager Name:</p> <hr/> <p>Project Foreperson/Superintendent:</p> <hr/>	
<p>6. My company has done work of similar size and complexity and is capable of successfully performing the work within the schedule identified by the CM@r.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>7. My Company is familiar with the Project location and is aware of any limitations on site access.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>8. My company has not had a respondent or anyone with a financial interest in the firm within the past five (5) years, been the subject of any criminal indictment or judgement or conviction for any business-related conduct constituting a crime under state or federal law.</p> <p>*Check yes if you have NOT had anyone be the subject of criminal indictment or judgement or conviction within the past five years. Check no if you have.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>9. My company will provide a written site-specific Safety Plan.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>10. My company will provide a written site-specific Quality Assurance/Quality Control Plan.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>11. My company has not been disbarred by the Federal Government, the State of Minnesota, City of Apple Valley within the last five (5) years.</p> <p>*Check yes if your company has NOT been disbarred by the Federal Government, the State of Minnesota, City of Apple Valley within the last five years. Check no if your company has.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>12. My company is able to provide payment and performance bonds.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

13. My company will agree to the Standard Subcontract Agreement (Exhibit C)	Yes <input type="checkbox"/> No <input type="checkbox"/>
14. My company accepts the CM@r's standard safety rider as referenced on attached Exhibit C.	Yes <input type="checkbox"/> No <input type="checkbox"/>
15. Your company has not had any jobsite fatalities in the last 5 years?  *Check yes if you have NOT had any jobsite fatalities in the last 5 years. Check no if you have.	Yes <input type="checkbox"/> No <input type="checkbox"/>
16. My company will provide insurance in accordance with Article 11 of the AIA 201 – 2017 General Conditions (attached Exhibit B) and Article 11 of the Construction Manager at Risk Standard Subcontractor Agreement (attached Exhibit C)	Yes <input type="checkbox"/> No <input type="checkbox"/>

Certification – by signing this statement, I certify that the information provided above is complete and accurate.

Subcontractor/Supplier Company Name: \_\_\_\_\_

Authorized Signature (Officer of company authorized to sign and enter into contracts):

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.M.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Procedures for Contract Change Orders for Project 2024-188, Youth Baseball/Softball Complex Construction (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve procedures for Contract Change Orders for Project 2024-188, Youth Baseball/Softball Complex Construction (2023 Parks Bond Referendum).

**SUMMARY:**

Similar to Project 2024-187, Family Aquatic Center Improvements, staff would like to have the ability to approve change orders under \$20,000 for Project 2024-188, Youth Baseball/Softball Complex Construction (formerly Project 2024-116). The procedure would only apply if 1) a delay in decision making would result in construction delays and an increased cost to the project, and 2) the situation requiring a decision is not a matter involving a large amount of money. The proposed procedure provides a means for a designated City staff member to make an initial determination as to whether a change order is necessary. Upon making that determination, the staff member would provide the contractor with conditional approval and the work could begin. The designated staff member would, in writing, inform the City Administrator and the City Council of the circumstances surrounding the conditional approval and the cost benefit involved with the decision. At the first available opportunity, the City Council would act to either ratify or reject the decision made by the designated staff member.

This process has been used on numerous past City construction projects and worked well in preventing costly construction delays while also keeping the City Council informed and in control of any cost changes.

Parks & Recreation Director Eric Carlson is assisting in managing contracts under this project. He will be meeting at least bi-weekly with the architect and contractor to discuss issues as they arise. Director Carlson will also be informing the City Administrator of any issues on a daily basis.

Staff recommends the City Council approve the proposed policy procedures. Staff also recommends the City Council set a maximum change order amount of \$35,000.00 for earthwork contracts (which have the largest potential for big costs and most impact on construction schedule) and a maximum amount of \$20,000.00 for all other contracts for conditional staff approval. Staff recommends the City Council designate Parks & Recreation Director Eric Carlson as the staff member eligible to coordinate change orders to

construction contracts associated with this Project.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum.

**ATTACHMENTS:**

Memo

***MEMORANDUM***

To: Charles Grawe, Assistant City Administrator  
From: Sharon K. Hills, City Attorney  
Date: March 17, 2025  
Re: Procedure for Change Orders  
City Project # 2024-188, Youth Baseball/Softball Complex

You inquired whether the City can once again adopt a policy for administering change orders to the construction contracts for the above reference city project. With the understanding that only the City Council can bind the City to a contract, you may wish to adopt the following process to handle exigent circumstances as they arise. The types of such situations involve: (1) a decision which if not made immediately would cause delays in the construction and result in an increase cost to the project; or (2) situations which require a decision to be made in matters involving not a large amount of money. The cap amount involved under the circumstances should be set by the City Council. The cap should bear a relation to the full bid cost of the remodel.

For the situations noted above, the Council should designate one member of the City staff to coordinate the change orders to the construction contract. Should there occur a situation in which the provisions of this policy arise, the designated person should determine whether a change order is necessary, and if so, provide conditional approval as required under the circumstances. Immediately or as soon as practical following the granting of conditional approval, the designated person should, in writing, inform the City Administrator and City Council of the circumstances surrounding the conditional approval and the cost and benefit involved in the decision. At the first available opportunity following the conditional approval, the City Council should act to either ratify or reject the decision made by the designated person. Ratification by the Council is not to be in lieu of any formal action required to approve a change order as required under the contract documents. The designated person should assist with the processing of all required change orders in a timely fashion. The contractor should agree to this procedure.

If you have any questions regarding the above or have any suggestions for modifications, please be in contact with me.

SKH/skh



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.N.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Procedures for Contract Change Orders for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve procedures for contract change orders for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum).

**SUMMARY:**

Attached is a memo from City Attorney Sharon Hills regarding the administration of change orders to Project 2024-189, Redwood Park Reconstruction (formerly Project 2024-117). Similar to Project 2024-187, Family Aquatic Center Improvements, staff would like to have the ability to approve change orders under \$20,000. The procedure would only apply if 1) a delay in decision making would result in construction delays and an increased cost to the project, and 2) the situation requiring a decision is not a matter involving a large amount of money. The proposed procedure provides a means for a designated City staff member to make an initial determination as to whether a change order is necessary. Upon making that determination, the staff member would provide the contractor with conditional approval and the work could begin. The designated staff member would, in writing, inform the City Administrator and the City Council of the circumstances surrounding the conditional approval and the cost benefit involved with the decision. At the first available opportunity, the City Council would act to either ratify or reject the decision made by the designated staff member.

This process has been used on numerous past City construction projects and worked well in preventing costly construction delays while also keeping the City Council informed and in control of any cost changes.

Parks & Recreation Director Eric Carlson is assisting in managing contracts under this project. He will be meeting at least bi-weekly with the architect and contractor to discuss issues as they arise. Director Carlson will also be informing the City Administrator of any issues on a daily basis.

Staff recommends the City Council approve the proposed policy procedures. Staff also recommends the City Council set a maximum change order amount of \$35,000.00 for earthwork contracts (which have the largest potential for big costs and most impact on construction schedule) and a maximum amount of \$20,000.00 for all other contracts for conditional staff approval. Staff recommends the City Council designate Parks & Recreation

Director Eric Carlson as the staff member eligible to coordinate change orders to construction contracts associated with this Project.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum.

**ATTACHMENTS:**

Memo



***MEMORANDUM***

To: Charles Grawe, Assistant City Administrator

From: Sharon K. Hills, City Attorney

Date: March 17, 2025

Re: Procedure for Change Orders  
City Project # 2024-189, Redwood Park

You inquired whether the City can once again adopt a policy for administering change orders to the construction contracts for the above reference city project. With the understanding that only the City Council can bind the City to a contract, you may wish to adopt the following process to handle exigent circumstances as they arise. The types of such situations involve: (1) a decision which if not made immediately would cause delays in the construction and result in an increase cost to the project; or (2) situations which require a decision to be made in matters involving not a large amount of money. The cap amount involved under the circumstances should be set by the City Council. The cap should bear a relation to the full bid cost of the remodel.

For the situations noted above, the Council should designate one member of the City staff to coordinate the change orders to the construction contract. Should there occur a situation in which the provisions of this policy arise, the designated person should determine whether a change order is necessary, and if so, provide conditional approval as required under the circumstances. Immediately or as soon as practical following the granting of conditional approval, the designated person should, in writing, inform the City Administrator and City Council of the circumstances surrounding the conditional approval and the cost and benefit involved in the decision. At the first available opportunity following the conditional approval, the City Council should act to either ratify or reject the decision made by the designated person. Ratification by the Council is not to be in lieu of any formal action required to approve a change order as required under the contract documents. The designated person should assist with the processing of all required change orders in a timely fashion. The contractor should agree to this procedure.

If you have any questions regarding the above or have any suggestions for modifications, please be in contact with me.

SKH/skh



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.O.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Purchase Order with Landscape Structures, Inc., for Inclusive Playground Equipment for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve Purchase Order with Landscape Structures, Inc., for Inclusive Playground Equipment for Project 2024-189, Redwood Park Reconstruction, in the amount of \$1,379,922.59.

**SUMMARY:**

Staff are seeking authorization to purchase custom inclusive playground equipment from Landscape Structures, Inc., for Redwood Park. The inclusive playground centers around a 20,000 Leagues Under the Sea theme and include wave climbers, giant net apparatus, a lighthouse tower with slides, a swing bay, cozy sand domes for quiet areas, a two-to-five-year-old area with a themed surf shack, a separate sand exploration area, a giant, custom-built octopus, and much more. Color renderings and a full list of the features of this playground are attached for reference.

The City is purchasing these items from Landscape Structures, Inc., through the State Purchasing Contract. Landscape Structures, Inc., is based out of Delano, MN, and is a nationally acclaimed playground manufacturing company known for leading the industry in inclusive play design.

Installation of this equipment will be coordinated by Flagship Recreation, and the contract for their services is also on this Council agenda for approval.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, Hayes Arena, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is

planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum, as well as from MN state bonding money.

**ATTACHMENTS:**

Proposal

Exhibit

# State Contract #218091



## PROJECT INFORMATION

Project name	<b>Redwood Park Play Area - Council Revision</b>
Address	<b>311 150th St W</b>
City, State ZIP	<b>Apple Valley, MN 55124</b>
Contract Year	<b>2025/ 2026</b>

## EQUIPMENT INFORMATION & PRICING

### 2025 PURCHASE:

<u>Qty</u>	<u>Item No.</u>	<u>Description</u>	<u>2025 Price</u>	<u>2025 Ext Price</u>
2	111231A	Triangular Tenderdeck	\$1,081	\$2,162.00
2	111275A	Handloop Assembly	\$326.00	\$652.00
1	111306A	Wheel w/o Infill For Permalene	\$321.00	\$321.00
1	111345A	Bridge/Ramp Transition Bracket	\$403.00	\$403.00
7	111403B	174"Alum Post For Roof DB	\$597.00	\$4,179.00
2	111403H	126"Alum Post For Roof DB	\$490.00	\$980.00
6	111404B	140"Alum Post DB	\$510.00	\$3,060.00
2	111404C	132"Alum Post DB	\$505.00	\$1,010.00
2	111404D	124"Alum Post DB	\$485.00	\$970.00
1	111404E	116"Alum Post DB	\$423.00	\$423.00
2	111404H	92"Alum Post DB	\$377.00	\$754.00
3	111404J	76"Alum Post DB	\$352.00	\$1,056.00
1	122533C	Spiral Climber 64"Dk Left Handhold	\$2,244.00	\$2,244.00
1	124863F	SlideWinder2 72"Dk DB 3 Straight	\$4,835.00	\$4,835.00
1	130798A	Double Swirl Slide 48"Dk DB	\$3,086.00	\$3,086.00
1	148426B	Firepole Perm Handholds 56"Dk DB	\$1,071.00	\$1,071.00
1	152443A	Grid Walk w/Barriers	\$4,733.00	\$4,733.00
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps	\$3,647.00	\$3,647.00
1	152911C	Curved Transfer Module Right 48"Dk DB	\$3,978.00	\$3,978.00
1	154752A	Hex Deck w/One Extension	\$6,237.00	\$6,237.00
1	168546A	Double-Wide Ramp Exit Plate DB	\$1,494.00	\$1,494.00
2	178710A	Hexagon Tenderdeck	\$4,004.00	\$8,008.00
1	184354C	Curved Transfer Module Left 2-5yrs 48"Dk DB	\$4,422.00	\$4,422.00
1	307432A	Footprint Stepper 8" DB	\$428.00	\$428.00
1	307435A	Footprint Wobble Bouncer DB	\$2,458.00	\$2,458.00
1	345273A	Handhold Panel Set	\$377.00	\$377.00
2	345277A	Zoo Panel Above Deck	\$842.00	\$1,684.00
1	345279A	Table Panel DB	\$1,489.00	\$1,489.00
1	345285A	Rain Sound Wheel Panel Above Deck	\$2,938.00	\$2,938.00
1	345286A	Chimes Panel Above Deck	\$2,020.00	\$2,020.00
1	345289A	Periscope Panel Above Deck	\$2,219.00	\$2,219.00
1	345296B	Bongo Reach Panel at Grade	\$1,219.00	\$1,219.00
1	345305D	Vertical Ladder 64"Dk DB	\$1,270.00	\$1,270.00
1	345315C	Wiggle Ladder 48"Dk DB	\$1,040.00	\$1,040.00

2	120710A	Pod Climber 8" DB	\$377.00	\$754.00
2	123832B	SuperScoop Wheelchair Acc DB	\$1,326.00	\$2,652.00
1	152179A	Saddle Spinner DB 16"Height	\$1,010.00	\$1,010.00
3	158997A	Pod Climber 10" DB	\$377.00	\$1,131.00
1	164075B	Double Bobble Rider DB	\$2,820.00	\$2,820.00
1	168099A	Cozy Dome DB	\$6,038.00	\$6,038.00
1	170792A	Sea Shells Fossil Dig	\$903.00	\$903.00
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	\$168.00	\$336.00
2	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	\$469.00	\$938.00
2	177337A	Toddler Swing Add-On Beam	\$683.00	\$1,366.00
2	177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only	\$1,316.00	\$2,632.00
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height	\$1,163.00	\$1,163.00
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury	\$0.00	\$0.00
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	\$0.00	\$0.00
1	218671C	Molded Bucket Seat (2-5 yrs) w/Harness ProGuard Chains for 8' Beam Height	\$1,163.00	\$1,163.00
1	237296A	Friendship Swing w/Single Post Frame 52" Bury ProGuard Chains	\$4,406.00	\$4,406.00
1	247189A	Chill Spinner DB	\$2,795.00	\$2,795.00
1	248819A	We-Go-Round w/Perf Panels - 2 seats DB Only	\$39,770.00	\$39,770.00
1	CP000162A-001	DTR PB Aluminum Flush Post at Grade w/D-Cap	\$561.00	\$561.00
1	CP017916A-001	DTR IND Arc Climber DB Only	\$16,065.00	\$16,065.00

**Total 2025 Standard Equipment Cost at State Contract Pricing**

**\$161,208.00**

<b>Qty</b>	<b>Item No.</b>	<b>Description</b>	<b>2025 Price</b>	<b>2025 Ext Price</b>
1	CP001071	UPCHARGE FOR ADDITIONAL POST COLOR Custom Per SS box	\$153.00	\$153.00
8	CP001153	SINGLE HILL LOOP, 36"OC DB .	\$209.10	\$1,672.80
2	CP001763	42" OC ROPE GUARDRAIL Above Deck does NOT include posts	\$887.40	\$1,774.80
1	CP004803	89" X 110" TT DECK EXTENSION WITH NO CENTER POST For use with CP004811 or similar	\$3,972.90	\$3,972.90
1	CP004805	BIRD HOUSE FRONT HOLE PANEL Includes 32" wheel chair pass through, Steel Ring Accent	\$7,721.40	\$7,721.40
1	CP009166	84"X84" PERF STEEL SLANT ROOF W/POST EXT & 2 WINDSOCKS 2x4 sq steel supports. Over 84" x84"deck. Ou	\$18,615.00	\$18,615.00
1	CP010155	HILLSCAPE WIDE BOTTOM WAVE CLIMBER. BLUE DB AGES 5-12 ONLY Blue Boards	\$13,499.70	\$13,499.70
1	CP015362	STEEL ROOF ACCENT AROUND 84" PORTION OF SLANT ROOF W SIGN Above Deck Steel roof accent with permalene	\$5,207.10	\$5,207.10
1	CP015363	BIRDHOUSE BALCONY RAILING AND PERCH W SURFBOARD COZY CLIMBER DB Includes 48" Cozy Climber without ha	\$18,156.00	\$18,156.00
2	CP020913	LIGHTPOLE POST TOPPER *Note: Requires Roof Posts 8i taller than standard roof post for dk height; no	\$1,137.30	\$2,274.60
1	CP022447	2 INDEPENDENT BUOY CLIMBERS LINKED W/CABLES DB 2 unique buoy climbers linked with cables with 6 roto	\$11,408.70	\$11,408.70
1	CP023932	72" TALL PANEL W LIFE PRESERVER, 2 WINDOWS AND PIPE BARRIER Above Deck 72i Barrier Panel with 2 lowe	\$3,462.90	\$3,462.90
1	CP028459	QUANTIS M.2 DB Original master design	\$108,293.40	\$108,293.40
1	CP029241	AIA DIGIFUSE® BRAILLE & CLOCK PANEL W/LIFE PRESERVER Above Deck Standard color permalene. Digifuse I	\$4,391.10	\$4,391.10
1	CP042893	CREST CLIMBER FOR 72" DECK DIFFERENCE Above Deck Includes permalene handholds, additional handholds/	\$12,036.00	\$12,036.00
2	CP043561	TAPERED HEX LIGHTHOUSE PANEL- FULL HEIGHT Above Deck To be used with CP043568 (or similar). Two colo	\$7,252.20	\$14,504.40
1	CP043562	144"/84" GEMINI SLIDEWINDER2®-CUSTOM CONFIG. DB Left slide covers 144": STR, RH, STR, LH, LH, STR, S	\$15,070.50	\$15,070.50

2	CP043563	TAPERED HEX LIGHTHOUSE PANEL- ABOVE PLAY EVENT Above Deck To be used with CP043568 (or similar). Two	\$5,931.30	\$11,862.60
1	CP043564	74" ALUMINUM FLUSH POST FOR 40" DECK DB D Cap	\$617.10	\$617.10
1	CP043568	TAPERED HEX LIGHTHOUSE ROOF & POSTS DB Post height layout per 2D hill. Includes roof for hex deck w	\$30,594.90	\$30,594.90
1	CP043590	TAPERED HEX LIGHTHOUSE PANEL- ABOVE DECK LINK Above Deck To be used with CP043568 (or similar). Two	\$5,931.30	\$5,931.30
1	CP043592	TAPERED HEX LIGHTHOUSE PANEL- FULL HEIGHT W TELESCOPE Above Deck To be used with CP043568 (or simila	\$12,393.00	\$12,393.00
1	CP043598	4" RISE DOUBLE-WIDE RAMP W/BARRIERS Above Deck Deck to Deck. Proshield barriers.	\$10,832.40	\$10,832.40
1	CP043600	12" LONG/8" RISE RADIUS RAMP LEFT W-PROSHIELD® BARRIERS Ramp curves up and to the left	\$12,224.70	\$12,224.70
1	CP043615	2-SECTION ROPE PULL CLIMBER FOR 7" ELEVATION CHANGE HILL DB Approx 26ft long in plan. Includes 3-po	\$4,539.00	\$4,539.00
1	CP043787	STATIONARY SURFBOARD W/STRIPE DB TenderTuff coated surf board w fin. Additional TenderTuff stripe ad	\$4,396.20	\$4,396.20

**Total 2025 Custom Equipment Cost at State Contract Pricing**

**\$335,605.50**

**Total 2025 Standard + Custom Before Discount**

**\$496,813.50**

## 2026 PURCHASE:

<u>Qty</u>	<u>Item No.</u>	<u>Description</u>	<u>Price</u>	<u>Ext Price</u>
1	CP043628	PLACEMAKERS OCTOPUS- REDWOOD PARK ONLY Custom Pricing good through 2026. Slab mount. Includes:Ramp	\$943,500.00	<b>\$943,500.00</b>

## PROJECT TOTALS:

**Total Standard Equipment Cost at State Contract Pricing**

\$161,208.00

**State Contract Discount (8% on Standard)**

8% \$ (12,896.64)

**Total Custom Equipment Cost at State Contract Pricing**

\$1,279,105.50

**State Contract Discount (5% on Custom)**

5% \$ (63,955.28)

**Total Equipment Cost at State Contract Pricing**

**\$1,363,461.59**

[illegible]

Page 1 of 2

## Terms & Conditions

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

### Project Scope (This Section For Quotes Including Installation)

#### **Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

#### **Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

### Acceptance of Quotation:

<b>Accepted By (Print)</b>	Eric Carlson, Parks and Recreation Director
<b>Signature:</b>	<b>Date:</b>
<b>Purchase Amount: \$1,379,922.59</b>	







## Redwood Park

1191117-01-04-01 • 03.17.2025



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## Redwood Park

1191117-01-04-02 • 03.17.2025



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## Redwood Park

1191117-01-04-03 • 03.17.2025



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*LS*  
landscape  
structures

Redwood Park

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## Redwood Park

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## Redwood Park

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## Redwood Park

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## Redwood Park

1191117-01-04-09 · 03.17.2025



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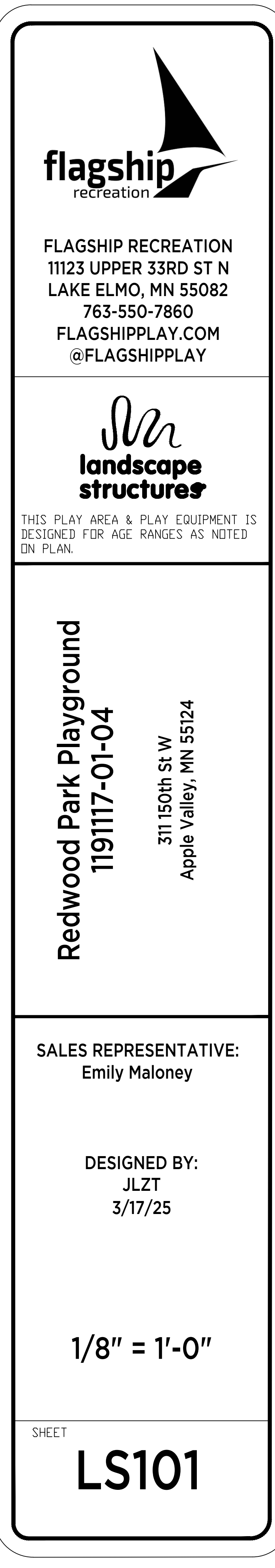
## Redwood Park

1191117-01-04-10 • 03.17.2025



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POURED-IN-PLACE DETAILS	
PIP BY CRITICAL FALL HEIGHTS	SQ. FT
4' CFH PIP	1675
SLOPE/MOUND 4' CFH PIP	140
8' CFH PIP	3942
SLOPE/MOUND 8' CFH PIP	308
10' CFH PIP	3554
SLOPE/MOUND 10' CFH PIP	1225
12' CFH PIP	1147
SLOPE/MOUND 12' CFH PIP	983
TOTAL PIP	12974
PIP ADD-ONS (light gray hatch on plan)	
High Use - Swings/Slide Exits/Spinners	1662 SF
High Use - Main Slope	1803 SF



FLAGSHIP RECREATION  
11123 UPPER 33RD ST N  
LAKE ELMO, MN 55082  
763-550-7860  
FLAGSHIPPLAY.COM  
@FLAGSHIPPLAY



THIS PLAY AREA & PLAY EQUIPMENT IS  
DESIGNED FOR AGE RANGES AS NOTED  
ON PLAN.

Redwood Park 1191117-01-04  
SUBGRADE PREPARATION  
& SAFETY SURFACING

311 150th St W, Apple Valley, MN 55124

SALES REPRESENTATIVE:  
Emily Maloney

DESIGNED BY:  
JLZT  
3/17/25

1/8" = 1'-0"

SHEET

LG101



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.P.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Agreement with Sawtooth Holdings, Inc., d/b/a Flagship Recreation for Inclusive Playground Installation Services for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve Agreement with Sawtooth Holdings, Inc., d/b/a Flagship Recreation for inclusive playground installation services for Project 2024-189, Redwood Park Reconstruction, in the amount of \$699,239.69 (2023 Parks Bond Referendum).

**SUMMARY:**

One of the signature projects of the 2023 Parks Bond Referendum is Project 2024-189, Redwood Park Reconstruction. The City of Apple Valley is revitalizing Redwood Park with exciting new features designed to enhance accessibility, recreation, and community gathering spaces. Highlights of the reconstruction include:

- Fully inclusive playground – A welcoming play space designed for children of all abilities.
- Community pool – Featuring zero-depth entry, diving areas, climbing structures, and relaxation zones.
- Modern park building – A new facility offering community gathering space, public restrooms, and housing for pool mechanical equipment.
- Enhanced sports courts – New courts for basketball, ecuavolley, pickleball, and tennis.
- Expanded parking – Increased on-site parking for visitor convenience.
- Solar panels.
- Natural stormwater management – A dedicated area south of County Road 42 with native plantings and pollinator gardens to support local ecosystems.
- Pedestrian tunnel – A safe and accessible underpass beneath County Road 42 (in collaboration with Dakota County).

Additionally, the City of Apple Valley has secured a \$1,410,000 legislative appropriation from the 2023 session, which will be dedicated to the development of the inclusive playground. Based on the fact we receive state funding, this agreement requires “Prevailing Wages” be paid on this portion of the project.

This transformation will make Redwood Park a premier destination for recreation, inclusivity, and community engagement.



The City is purchasing the inclusive playground equipment from Landscape Structures, Inc., which is a nationally acclaimed playground manufacturing company based out of Delano, MN. They are known for leading the industry in inclusive playground design. We are procuring the equipment and hiring Flagship Recreation for installation facilitation through a State of MN purchasing contract (#218091), which has resulted in lower prices and allows us to contract with Flagship without going through additional public bidding. We are using our standard City agreement, which the City Attorney's office has reviewed and approved.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum

**ATTACHMENTS:**

Proposal

Date 3/17/2025  
 Expires 4/1/2025  
 Quote: City of Apple Valley  
 Contact: Eric Carlson, Parks and Recreation Director  
 Phone: 952-953-2310  
 Email: [eric.carlson@applevalleymn.gov](mailto:eric.carlson@applevalleymn.gov)



Ship To:	Please Make PO's & Contracts Out To:
Redwood Park Play Area - Council Revision 311 150th St W Apple Valley, MN 55124	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042
Bill To:	Please Remit Payment To:
City of Apple Valley 7100 147th Street W Apple Valley, MN 55124	Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		<b>Redwood Park Play Area - Council Revision,EM706RPP045733</b>		
1	STORAGE	Winter Storage	Per Quote	Included
		-Storage of standard and custom reuse equipment (everything other than the Octopus) until Spring 2026 installation included.		
1	MOB	Mobilization	\$750.00	\$750.00
3	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	\$750.00	\$2,250.00
42	PER DIEM	Per Diem	Per Quote	\$10,080.00
		- At Cost per MN State Contract. Hotel Receipts Available Upon Request (per Diem). Estimated based on 2025 MN State Rate. Actuals billed upon completion.		
0	FENCE	Construction Fence (LF)	\$12.00	By Owner
0	SITE WORK	Excavation (new play container)	Per Quote	By Owner
		-Owner/KA to provide a minimum 6" compacted CL5 aggregate base at a 6" hold down from surrounding concrete flatwork. Rough CL5 play mounds to provided by Owner/KA.		
0	SITE WORK	Octopus Reinforced Concrete Slab	Per Quote	By Owner
		-Slab Details to follow upon completion of engineered design. Estimated to be 30'x30' 6" thick reinforced slab with #6 rebar on 18" Center.		
0	SITE WORK	Electrical Supply	Per Quote	By Owner
0	CONCRETE	Concrete Flatwork (4" Thick)	Per Quote	By Owner
200	SUBGRADE	Drain Tile & Installation	Per Quote	\$4,040.00
		-Includes additional drain tile runs into the play container. Perimeter drain tile and overall drainage plan provided by Owner/GC.		
253	SUBGRADE	Compacted CI 5 Subgrade Base for PIP Surfacing (Varying, 1-4" Compacted Depth)	Per Quote	\$18,635.94
3,984	SUBGRADE	Concrete Base for Mound or Sloped Surface (PIP)	Per Quote	\$53,651.20
12	SUBGRADE	1' Diameter Concrete Play Mounds for Hill Play	Per Quote	\$2,424.00
1	INSTALL	Playground Installation by Landscape Structures Certified Installers at <b>PREVAILING WAGES</b>	15.02%	\$204,810.43
1	RENTAL	Special Equipment (Lull, Lift, Compactor, etc.)	Per Quote	\$12,948.72
12,974	SURFACING	Poured In Place	Per Quote	\$336,678.76
		-50/50 mix of Standard Colors/Black Speckled. Premium, non yellowing Aliphatic Binder (7 year warranty). Design as shown.		
1,662	SURFACING	Poured In Place- Add extra 0.5" wear at slide exits and swings	Per Quote	\$13,294.67
1,803	SURFACING	Poured In Place- Add extra 0.5" wear on high use play slope	Per Quote	\$17,651.85
13	SURFACING	Play Sand (Tons) (Washed) - 6" depth	Per Quote	\$1,951.51
0	SECURITY	Security Guard: 24 Hr Site Security required during Installation & Cure Time	Per Quote	By Owner
0	RESTORE	Site Restoration	Per Quote	By Owner
1	BONDING	Payment & Performance Bonds		\$20,072.61
			<b>Subtotal</b>	<b>\$699,239.69</b>
			<b>Freight</b>	<b>\$0.00</b>
			<b>Sales Tax</b>	<b>Tax Exempt</b>
			<b>Total</b>	<b>\$699,239.69</b>

Quotes from Flagship Recreation. are subject to current Flagship Recreation policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Flagship Recreation

**State Contract #218091**

**\*Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

**Terms & Conditions**

**Contract:** Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

**Project Scope** *(This Section For Quotes Including Installation)***Inclusions:**

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

**Exclusions (Unless Specifically Quoted):**

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

**Acceptance of Quotation:**

<b>Accepted By (Print)</b>	
<b>Signature:</b>	<b>Date:</b>
<b>Purchase Amount: \$699,239.69</b>	



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.Q.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Proposal with VCI Enviromental, Inc., for Hazardous Material Abatement Services for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve proposal with VCI Enviromental, Inc., for hazardous material abatement services for Project 2024-189, Redwood Park Reconstruction, in the amount of \$6,980.00.

**SUMMARY:**

As part of Project 2024-189, Redwood Park Reconstruction, the City will need to abate hazardous materials in the Redwood building prior to demolition. We have hired Braun Intertec to inspect the building and they have identified a small amount of asbestos and regulated waste that needs to be disposed of properly.

We received two responsive proposals to complete these work as follows:

**Company Quote**

VCI \$6,980.00

Mavo \$7,950.00

As the lowest responsible quote, City staff recommend we utilize the services of VCI.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a new community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this work comes from the successful 2023 Parks Bond Referendum.



**ATTACHMENTS:**

Quotation

**VCI****Environmental, Inc.****Proposal**

Environmental Contracting Services Since 1987

DATE:

March 7, 2025

PROPOSAL SUBMITTED TO:	Braun Intertec	PROPOSAL #:	3925040
ADDRESS:	11001 Hampshire Ave. S	WORK DESCRIPTION:	Asbestos/Regulated Waste Abatement
CITY, STATE, ZIP:	Minneapolis, MN 55438	SITE LOCATION:	Former Redwood Community Center
ATTENTION:	Shawn Cazett	ADDRESS:	311 150th St.
FAX NO:		CITY, STATE, ZIP:	Apple Valley, MN 55124
E-MAIL ADDRESS:	<a href="mailto:SCazett@braunintertec.com">SCazett@braunintertec.com</a>	PHONE NO:	

VCI Environmental, Inc. proposes the following scope of work:

**Scope of Work**

VCI Environmental proposes to provide labor, materials and equipment to properly remove and dispose of approximately 240SF of non-asbestos floor tile with asbestos containing mastic in community room per inspection report prepared by Braun Intertec. Work to also include removal of base cabinets & removal of regulated waste materials.

**Asbestos:** **\$3,480.00**

**Regulated Waste:** **\$3,500.00**

**Notes:**

**Price based on straight time M-F.**  
**Mastic to be removed using low odor mastic remover.**  
**Base cabinets to be removed from work area and placed in adjacent room for others to dispose.**  
**Others to provide power/air monitoring if required.**  
**Reg Waste: Exclude chemicals/MSW.**

We propose to furnish material and labor - complete in accordance with above Scope of Work, for the sum of:

dollars

Payment(s) to be made as follows:

In the event payment are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by VCI Environmental, Inc. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner agrees to supply VCI Environmental, Inc. with 110 volt power and potable water to complete the cleaning process.

Authorized Signature

*Aaron Ostermann*

Note: This proposal may be withdrawn by us if not accepted within

60

**Acceptance of Proposal:** Aaron Ostermann

The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are

authorized to do the work as specified. Payment will be made as outlined.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

VCI Environmental, Inc.

OFFICE NO.: (651) 784-7077

7094 Lake Dr. Suite 200

FAX NO.: (651) 784-7979

Lino Lakes, MN 55014

Cell: (651) 329-2829

E-MAIL ADDRESS [aaron@vci-environmental.com](mailto:aaron@vci-environmental.com)



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.R.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Agreement with Kunkel Electric for Lighting Installation for Project 2024-153, Pickleball Court Expansion at JCRPW (2023 Parks Bond Referendum)

**Staff Contact:**

Steve Rother, Parks Superintendent

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve Agreement with Kunkel Electric for Lighting Installation for Project 2024-153, Pickleball Court Expansion at JCRPW, in the amount of \$87,900.00 (2023 Parks Bond Referendum).

**SUMMARY:**

As part of constructing the eight new pickleball courts at Johnny Cake Ridge Park West, we need to hire an electrician to install the light poles and associated Musco lighting equipment. We received five quotes for the work:

Kunkel 87,900  
Gunnar 91,145  
Killmer 94,890  
Elector Mech 112,560  
Starry 136,000

Staff recommend entering into an agreement with Kunkel Electric (the quote from Kunkel is attached to this item for reference). A standard City contract will be used.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum.

**ATTACHMENTS:**

Quotation


**QUOTE FORM**

**JOHNNY CAKE RIDGE PARK WEST PICKLEBALL LIGHTING – STRUCTURAL & ELECTRICAL INSTALLATION  
CITY OF APPLE VALLEY  
APPLE VALLEY, MN**

The information provided shall be in compliance with the LED lighting specifications for installation quote. By signing this document, all specification requirements have been met. The quote shall remain good for 45 days after opening regarding contract approval. The following quote is for the structural and electrical installation of the lighting system and shall be in conformance with the specifications. Quotes will be reviewed and awarded based on the lighting system meeting performance requirements and material cost.

**Installation of Musco LED Lighting System 30 Footcandles:** Structural installation of lighting system and electrical installation for fully operable lighting system...\$ 87,900.00.

Note, pre-stressed concrete bases are provided in the Musco materials bid.

ELECTRICAL CONTRACTOR Kunkel Electric, Inc PHONE 507-381-2128  
SIGNATURE  DATE 3/12/2025  
CONTACT NAME Jeff Kunkel EMAIL ADDRESS jeff@kunkelectric.com



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.S.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Local Trail Connections Grant Agreement with Minnesota Department of Natural Resources for Project 2024-158, Cobblestone Lake Park Trail Improvements (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve Local Trail Connections Grant Agreement with the Minnesota Department of Natural Resources for Project 2024-158, Cobblestone Lake Park Trail Improvements, in the amount of \$250,000.00 (2023 Parks Bond Referendum).

**SUMMARY:**

The City Council approved an application for a MN DNR Local Trail Connections Grant on March 14, 2024, and the City has been awarded a \$250,000 grant to put toward Project 2024-158, Cobblestone Lake Park Trail Improvements. In order to access the grant funds, the Council must approve and execute the attached grant agreement (which has been approved by the City Attorney's office).

As the Council may be aware, the southern portion of the Cobblestone Lake Trail (roughly 25%) has been designated as part of Dakota County's North Creek Regional Greenway and has been repaved by the County. The City plans to reconstruct the remaining 75% of the trails on the west, north, and east sides of the lake, including the pathways that connect the Lake's trail to the adjacent neighborhoods. ADA pedestrian ramp improvements will also be incorporated into this project.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, Hayes Arena, the Family Aquatic Center, the Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be posted on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum, as well as these grant funds.

**ATTACHMENTS:**

Agreement



**STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT  
C001-24-3B**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Apple Valley ("GRANTEE"), 7100 147th Street W, Apple Valley, MN 55124

**Recitals**

1. Under [Minn. Stat. 84.026](#), the Commissioner of Natural Resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under Minn. Laws 2024, Chapter 83, Sec. 2 Subd. 9b, the State has allocated funds for local parks, trail connections, and natural and scenic areas under [Minn. Stat. 85.019](#).
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Cobblestone Trail Improvement Project.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn. Stat. 16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

**1.1 *Effective Date***

July 1, 2024, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. Per [Minn. Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

**1.2 *Expiration Date***

June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 *Survival of Terms***

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement and Signage; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 20. Resource Management and Protection and 26. Land Retention and Deed Restriction.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn. Stat. 16B.97](#) Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable



and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

### **4 Consideration and Payment**

#### **4.1 Consideration**

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

##### **(a) Compensation**

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed **\$250,000**.

##### **(b) Matching Requirement**

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is **\$790,000**. The Grantee agrees to provide a nonstate cash match of a least **\$540,000**.

##### **(c) Total Obligation**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$250,000**.

#### **4.2 Payment**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

#### **4.3 Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

**(a)** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

**(b)** The grantee must not contract with vendors who are suspended or debarred in MN:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

**(c)** Competitive Bidding for projects of certain collar thresholds. See [Minn. Stat. §16C.28](#) and [Minn. Stat. §471.345](#) for more information.

**(d)** Award competitively bid contracts of more than \$50,000 to contractors meeting minimum criteria. See [Minn. Stat. §16C.285](#) for more information.

**(e)** Contracts for capital construction projects with a total project cost >\$100,000 must promote the use of targeted businesses designated by the state, which are owned and operated by women, individuals with disabilities, or members of minority groups. Applies to state agencies, political subdivisions, and non-government organizations. See [Minn. Stat. §16C.16](#) for more information.

### **5 Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance

with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representative

The State's Authorized Representative is **Daniel Golner, Grant Coordinator, Division of Parks and Trails, Department of Natural Resources, 500 Lafayette Road, Box 39, St. Paul, Minnesota 55155-4052, 251-259-5599, [Daniel.Golner@state.mn.us](mailto:Daniel.Golner@state.mn.us)** or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Eric Carlson, Parks & Recreation Director, City of Apple Valley, 7100 147th Street W, Apple Valley, MN, 55124, 952-953-2310, [eric.carlson@applevalleymn.gov](mailto:eric.carlson@applevalleymn.gov)** or his successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

### 7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### 7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### 7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

### 7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement. Nothing herein shall be deemed a waiver by the Grantee of the limits on liability set forth in [Minn. Stat. § 466.04](#) or a waiver of any available immunities or defenses. The Grantee's obligation to hold and save the Grantor harmless shall be limited by the limitations on liability set forth in [Minn. Stat. § 466.04](#), as amended from time to time.

## 9 State Audits and Termination

### 9.1 Audits

Under [Minn. Stat. § 16B.98, Subd.8](#), the Grantee's books, records, documents, and accounting procedures

and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner, the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 9.2 *Termination*

he Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

# 10 **Government Data Practices and Intellectual Property Rights**

## 10.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## 10.2 *Intellectual Property Rights*

(A) *Intellectual Property Rights*. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### (B) *Obligations*

1. *Notification*. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 **Publicity, Endorsement and Signage**

### 12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### 12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

### 12.3 *Signage*

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

## 13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14 **Termination**

### 14.1 *Termination by the State*

#### 14.1 (a) Without Cause

The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

#### 14.1 (b) With Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### 14.2 *Termination by The Commissioner of Administration*

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

#### 14.2 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

### 15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

### 16 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

## **17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas**

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

The Grantee will also ensure compliance with other applicable state requirements for accessibility, including but not limited to, accommodations for hard-of-hearing in state-funded capital projects that include space for public gatherings of more than 15 people. See [Minn. Stat. 16C.054](#) for more information.

## **18 Reporting**

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

## **19 Inspections**

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

## **20 Resource Management and Protection**

The Grantee shall protect, manage, and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

## **21 Invasive Species Prevention**



Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under the sections Invasives Species Prevention and Site Planning and Management (p. 3-5) of Operational Order 113 which may be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).

## **22 Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn. Stat. 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

## **23 Conservation Corps Minnesota & Iowa (CCMI)**

The Grantee must give consideration to contracting with Conservation Corps Minnesota & Iowa for contract restoration and enhancement services.

## **24 Conflict of Interest**

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

## **25 Minnesota Historical Sites Act and Minnesota Field Archaeology Act**

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

## **26 Land Retention and Deed Restriction**

### **26.1 Land Retention**

All land developed by this contract must be retained and operated for outdoor recreation for a period of twenty years beginning on the contract expiration date.

No other use can be made of these lands without prior written approval of the State. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

### **26.2 Deed Restriction**

The Grantee shall have the following condition recorded with the deed to all lands acquired by this contract and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Trail Project Contract C001-24-3B, the City of Apple Valley does hereby impose the following restrictions on the property:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The Grantee shall not at any time convert any portion of the land to uses other than public outdoor recreation use without the prior written approval of the State acting through its commissioner of natural resources.
3. In accordance with [Minn. Statute 116P.15](#), this interest in real property must be administered in accordance with the terms, conditions, and purposes of the grant agreement controlling the improvement of the property. The interest in real property, or any portion of the interest in real property, must not be altered from its intended use or be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Legislative-Citizen Commission on Minnesota Resources or its successor.

## **27 Purchasing Recycled and Recyclable Materials**

The Grantee must use this funding in compliance with [Minn. Statute, section 16C.0725](#), regarding purchasing recycled, repairable, and durable materials and [Minn. Statute, section 16C.073](#), regarding purchasing and using paper stock and printing.

## **28 Energy Conservation and Sustainable Building Guidelines**

The Grantee must ensure that the project complies with the applicable energy conservation and sustainable building guidelines and standards contained in law, including [Minn. Statute, sections 16B.325, 216C.19, and 216C.20](#), and rules adopted under those sections. The recipient may use the energy planning, advocacy, and State Energy Office units of the Department of Commerce to obtain information and technical assistance on energy conservation and alternative-energy development relating to planning and constructing the capital improvement project.

## **29 Recycling of Nonhazardous Construction and Demolition Waste**

The Grantee must divert from landfill and recycle a certain percentage (generally at least 75%) of nonhazardous construction and demolition waste. See [M.S. 16B. 327](#) and the [sustainable building guidelines](#) for more information.

## **30 Capital Construction**

Capital construction projects are defined as those with a total cost of \$10,000 or more and must comply with the language below.

A recipient of an appropriation from the trust fund who uses the appropriation to wholly or partially construct a building, trail, campground, or other capital asset may not alter the intended use of the capital asset or convey any interest in the capital asset for 25 years from the date the project is completed without the prior review and approval of the commissioner or its successor. The commission shall establish procedures to review requests from recipients to alter the use of or convey an interest in a capital asset under this paragraph. These procedures must require that:

- (1) the sale price must be at least fair market value; and
- (2) the trust fund must be repaid a portion of the sale price equal to the percentage of the total funding provided by the fund for constructing the capital asset.



The commissioner or its successor may waive these requirements by recommendation to the legislature if the transfer allows for a continued use of the asset in a manner consistent with the original appropriation purpose or with the purposes of the trust fund.

If both a capital asset and the real property on which the asset is located were wholly or partially purchased with an appropriation from the trust fund and the commission approves a request to alter the use of or convey an interest in the real property, a separate approval to alter the use of the capital assets is not required.

### **31 Capital Construction Reporting**

[Minn. Statute 116P.16](#) requires an annual verification to the LCCMR that property remains in the use for the project to which the state appropriated money. By December 1 each year, a recipient of an appropriation from the trust fund that is used for the construction of a building, trail, campground, or other capital asset with a total cost of \$10,000 or more must submit annual reports on the status of the real property to the Legislative-Citizen Commission on Minnesota Resources or its successor in a form determined by the commission. The responsibility for reporting under this section may be transferred by the recipient of the appropriation to another person who holds the interest in the real property.

The Grantee is responsible for the reporting requirements under 116P.16. The annual reporting requirements on the status of a building, trail, campground, or other capital asset with a total cost of \$10,000 or more and that was constructed with an appropriation from the trust fund expire 25 years after the date the final progress report under section 116P.05 is approved.

### **32 Conservation Measures**

All determinations, stipulations, avoidance or minimization measures, conservation measures and/or mitigation identified in environmental reviews represent project commitments and must be incorporated into project documents (e.g., specifications, special provisions, green sheets, etc.) and delivery of the project.

### **33 Restoration Practices**

For restoration activities the grantee must use native plant species according to the [Board of Water and Soil Resources'](#) native vegetation establishment and enhancement guidelines and include an appropriate diversity of native species selected to provide habitat for pollinators throughout the growing season as required under [Minn. Statute, section 84.973](#).

For new land acquired, the Grantee must prepare an ecological restoration and management plan that, to the degree practicable, is consistent with the highest quality conservation and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success of the restoration project. The plan must include the proposed timetable for implementing the restoration, including site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and take advantage of the best available science and include innovative techniques to achieve the best restoration, including sufficient funding for implementation unless the work plan addresses why a portion of the money is not necessary to achieve a high-quality restoration

### **34 Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other

party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §

16A.15  
DocuSigned by:  
Karen Potvin

Signed: \_\_\_\_\_

Date: March 17, 2025 \_\_\_\_\_

SWIFT Contract/PO No(s). 265984/PO# 3000271794 \_\_\_\_\_

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3. STATE AGENCY

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
State’s Authorized Representative

# ATTACHMENT A

## PROJECT SCOPE AND BUDGET

Recipient: City of Apple Valley

Grant/Project #: C001-24-3B

Grant Amount: \$250,000

Match: \$540,000

Total Project Cost: \$790,000

Project Scope: To reconstruct 1.4 miles of bituminous multiuse trails within Cobblestone Lake Park in the City of Apple Valley.



Notes: The Financial Management Manual, payment request form and billing data sheet are available on our website at <https://www.dnr.state.mn.us/grants/recreation/grantee.html>. See *Grant Expenditures and Requests for Reimbursement* for the manual and forms.



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.T.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Agreement with Hawkins, Inc., for Project 2025-146, 2025 Outdoor Pool Water Management

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve agreement with Hawkins, Inc., for Project 2025-146, 2025 Outdoor Pool Water Management, in the amount of \$74,500.00.

**SUMMARY:**

Hawkins, Inc., is the sole provider available for water treatment services for Splash Valley Water Park. They have a satisfactory service track record, and staff recommends entering into an agreement with them for the 2025 Outdoor Pool Water Management. A standard City of Apple Valley Agreement will be used.

**BACKGROUND:**

Due to our pools using gas chlorine rather than liquid chlorine, Hawkins, Inc., is the only provider available to provide chemicals and water treatment services for Splash Valley Water Park for the 2025 summer season (and Redwood Pool, which will be closed in 2025 due to construction). Hawkins, Inc., provided a quote for \$74,500.00.

Hawkins, Inc., has been awarded the service contract the last several years, is familiar with our facility, and has done an acceptable job. Staff recommends entering into an agreement with Hawkins, Inc., for the 2025 outdoor pool water management.

**BUDGET IMPACT:**

\$74,500.00 in 2025, with invoices sent in June, July, and August. Funding has been allocated within the 2025 Budget for this service.

**ATTACHMENTS:**

Exhibit  
Quotation

CITY OF APPLE VALLEY  
PROJECT 2025-146, 2025 OUTDOOR POOL WATER MANAGEMENT  
**SPECIFICATIONS**

It is the intent of these specifications to describe the water management requirements of Splash Valley Water Park at 14421 Johnny Cake Ridge Road, which is operational from June 1 through August 31, 2025. All prices must include all applicable taxes. Payment schedules other than full payment upon completion should be included if desired. All operations must comply with Minnesota Pool Code Rules applicable in 2025.

Proposal should include the following:

- 1.) Company background and information.
- 2.) Any special or unusual services you offer.
- 3.) The cost for providing:
  - A.) All pool chemicals and delivery systems installed and operated, including water balancing chemicals. This includes chemicals for filter cleaning and fungicide. Splash Valley Water Park uses gas chlorine for disinfection.
  - B.) Daily water testing and documentation provided in an on-site logbook. A copy of this record will be provided to the City of Apple Valley by September 15 of 2025.
  - C.) Pool chemical monitoring, how often, and in what manner.
  - D.) Pool mechanical equipment daily maintenance.
  - E.) Pool vacuuming and wall brushing five times per week.
  - F.) Polishing of stainless-steel deck equipment four times per year.
  - G.) Cleaning pool gutter dropouts as needed.
  - H.) Backwashing pool filters as needed and indicated by pressure readings or required by Minnesota Department of Health Code.
  - I.) Cleaning hair and lint strainers as needed.
  - J.) Contacting the Recreation Supervisor regarding warranty issues or repair work needed.
  - K.) Maintaining the chemical parameters as specified by the Minnesota Department of Health.
  - L.) The contractor representative will meet with on-site managers and City Maintenance staff and should be prepared to discuss water management issues.
- 4.) A list of any equipment you expect the City of Apple Valley to provide.
- 5.) Any services that you are not providing that are usually included in pool maintenance.
- 6.) A list of customer references with contact name and phone number.
- 7.) This contract will be in effect June 1 through August 31, 2025.

The City reserves the right to reject any or all proposals and make a decision in the best interest of the City of Apple Valley.

February 26, 2025  
Steve Skinner  
City of Apple Valley  
7100 West 147<sup>th</sup> Street  
Apple Valley, MN 55124



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910  
Fax: (612) 331-5304

Steve,

Per your guidelines, Hawkins, Inc. would like to submit the following quote for chemical pricing and swimming pool services for the 2025 season.

2025 Season - \$74,500

Hawkins will perform the following duties for each pool season:

- Maintain Chlorine value of 2.0-10.0 ppm (monitor Apple Valley controllers, daily records and site tests)
- Maintain pH of 7.2-7.8
- Maintain Alkalinity of 70-150 ppm
- Maintain Hardness of 150-350 ppm
- Maintain LSI of +.05- -.05
- Maintain CAN of 10-30 ppm
- Monitor and maintain chemical levels, with delivery
- Vacuuming pool and wall brush minimal 5 times per week
- Strainer baskets cleaned as needed
- Backwash filters as needed
- Algicide addition to control Algae on a weekly basis

Hawkins will utilize the existing chemical feed owned by Hawkins and Apple Valley Aquatic. Hawkins will maintain and service Hawkins owned equipment. We will notify city personnel of equipment malfunctions that are owned by the City of Apple Valley.

Lastly, Hawkins will invoice three times per season, once in June, July and August for services provided and work done in the season.


Sincerely,

Jon Larson—Branch Manager Hawkins Red Rock

Attachment 1: References

**City of St. Louis Park –**

Parks & Rec. Rec Center, 3700 Monterey Dr, Saint Louis Park, MN, 55416



(952) 925-5663

**Ramsey County –**

Ramsey County Park & Rec  
2015 Van Dyke Ave, Maplewood, MN, 55109  
(651)-748-2500





ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.U.  
March 27, 2025  
Consent Agenda

**Description:**

Adopt Resolution Awarding Agreement for Project 2025-101, 2025 Street and Utility Improvements (Apple Streets Phase 1)

**Staff Contact:**

Brandon Anderson, City Engineer

**Department / Division:**

Engineering Division

**ACTION REQUESTED:**

Adopt the resolution awarding agreement for Project 2025-101, 2025 Street and Utility Improvements (Apple Streets Phase 1), to McNamara Contracting, Inc., in the amount of \$3,451,553.00.

**SUMMARY:**

On March 11, 2025, six (6) bids were received for the 2025 Street and Utility Improvements (Apple Streets Phase 1) project as described within the attached bid tabulation. Base Bids ranged from \$3,451,553.00 to \$4,195,387.30.

McNamara Contracting, Inc. submitted the low bid in the amount of \$3,451,533.00. The low bid was \$1,004,047.00 under the total estimated cost of \$4,455,600.00.

The City of Apple Valley 2025 Capital Improvement Program identifies utility replacement and street reconstruction work on the following Streets in Apple Valley:

- Porter Lane
- Redwell Lane
- Copper Lane
- Cortland Drive

Scope of work includes total replacement of approximately 3,800 linear feet of sanitary sewer, water main, storm sewer and street reconstruction. A map of the proposed project area is attached (Figure 1). This is the first phase of many to reconstruct streets and utilities in the Apple Valley Additions Neighborhood.

This project is scheduled for construction in 2025.

A standard City agreement will be utilized for this project.

**BACKGROUND:**

On May 23, 2024, City Council adopted Resolution Number 2024-86, directing the preparation of plans and specifications for Project 2025-101, 2025 Street & Utility Improvements.

On February 13, 2025, City Council adopted Resolution 2025-23, approving plans and specifications and directing receipt of sealed bids for Project 2025-101, 2025 Street and Utility Improvements.

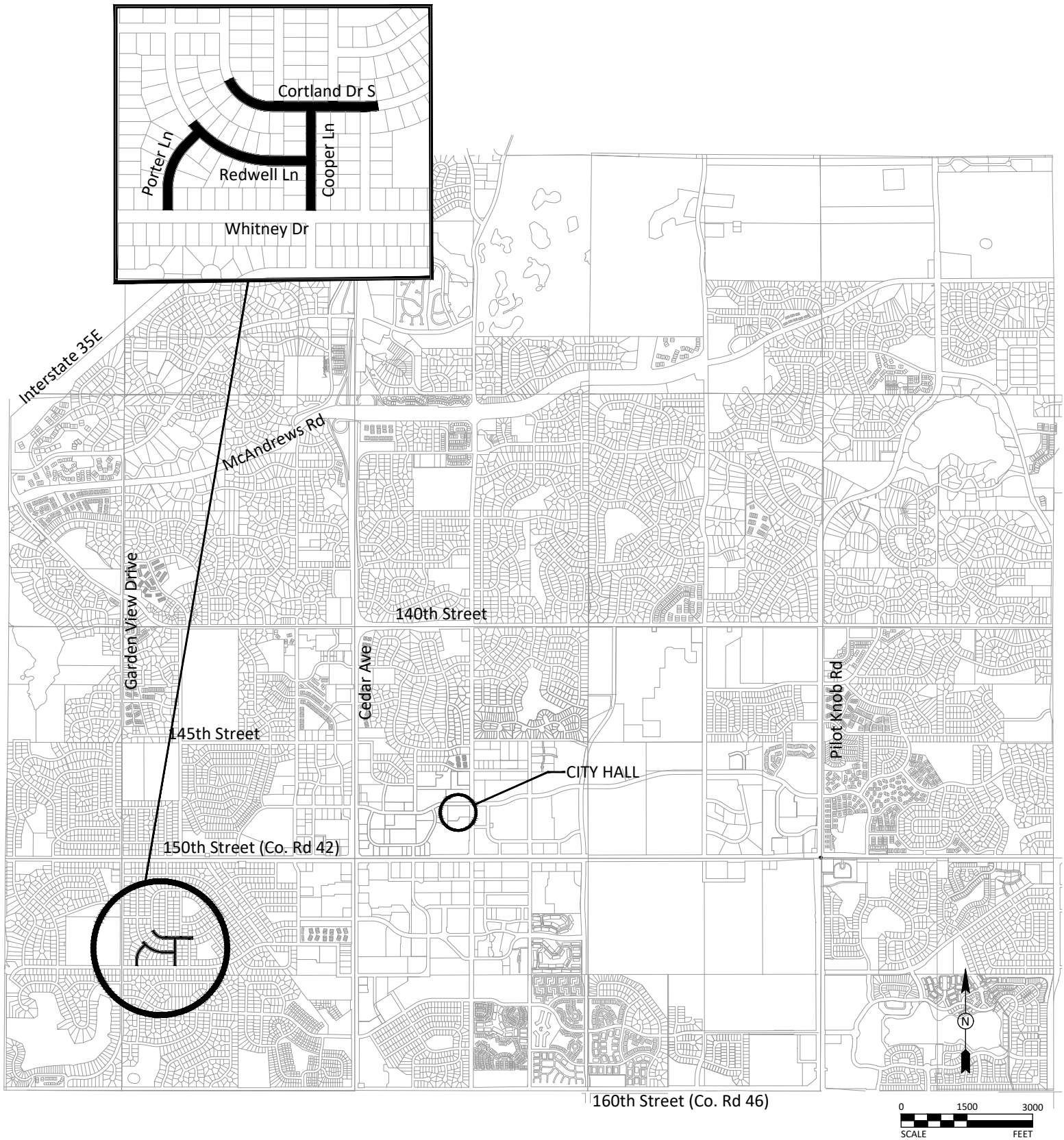
**BUDGET IMPACT:**

Project costs and funding included in the 2025 operating budget are summarized as follows:

Estimated Project Costs:	Budgeted Costs:	Awarded Costs
Construction Cost	\$4,455,600.00	\$3,451,553.00
Indirect Costs	1,044,185.50	862,888.00
Total Estimated Cost	\$5,499,785.50	\$4,314,441.00
Estimated Project Funding		
Sanitary Sewer Utility	\$750,600.00	\$447,934.25
Water Utility	978,800.00	960,117.70
Storm Sewer Utility	1,033,300.00	853,948.76
Road Improvement Fund	2,687,085.50	2,002,440.29
Street Light	50,000.00	50,000.00
Total Estimated Funding	\$ 5,499,785.50	\$4,314,441.00

**ATTACHMENTS:**

Map  
Resolution  
Bid / Quote Tabulation

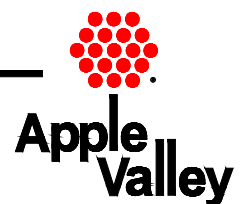


## 2025 STREET AND UTILITY IMPROVEMENTS

2025-101

City of Apple Valley

Figure 1



CITY OF APPLE VALLEY  
RESOLUTION NO. 2025-

A RESOLUTION AWARING AGREEMENT FOR PROJECT 2025-101  
2025 STREET AND UTILITY IMPROVEMENTS (APPLE STREETS PHASE 1)

WHEREAS, pursuant to an advertisement for bids for improvements identified as Project 2025-101, 2025 Street and Utility Improvements (Apple Streets Phase 1), bids were received, opened and tabulated according to law and the following bids were received complying with the advertisement: (Tabulation attached as Exhibit A), and;

WHEREAS, it appears McNamara Contracting, Inc., is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apple Valley, Dakota County, Minnesota:

1. That the Mayor and City Clerk are hereby authorized and directed to enter into a contract with McNamara Contracting, Inc., for its base bid in the amount of \$3,451,553.00 for the completion of Project 2025-101 according to the plans and specifications heretofore approved by the Council and on file in the office of the City Clerk.

2. The City Clerk is hereby authorized and directed to return to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED this 27th day of March, 2025.

---

Clint Hooppaw, Mayor

ATTEST:

---

Christina M. Scipioni, City Clerk



47	BARRIER	EACH	14	\$ 3,750.00	\$52,500.00	\$2,800.00	\$39,200.00	\$3,460.00	\$48,440.00	\$2,512.38	\$35,173.32	\$3,000.00	\$42,000.00	\$3,100.00	\$43,400.00	\$3,200.00	\$44,800.00	
48	HDPE ADJ RINGS & I&I BARRIER	EACH	5	\$ 4,750.00	\$23,750.00	\$4,500.00	\$22,500.00	\$4,300.00	\$21,500.00	\$3,528.27	\$17,641.35	\$3,600.00	\$18,000.00	\$4,425.00	\$22,125.00	\$5,500.00	\$27,500.00	
49	HDPE ADJ RINGS & I&I BARRIER	EACH	3	\$ 6,800.00	\$20,400.00	\$6,000.00	\$18,000.00	\$5,980.00	\$17,940.00	\$5,998.34	\$17,995.02	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$6,700.00	\$20,100.00	
50	HDPE ADJ RINGS & I&I BARRIER	EACH	3	\$ 13,000.00	\$39,000.00	\$9,000.00	\$27,000.00	\$8,190.00	\$24,570.00	\$8,401.75	\$25,205.25	\$8,000.00	\$24,000.00	\$7,400.00	\$22,200.00	\$12,000.00	\$36,000.00	
51	HDPE ADJ RINGS & I&I BARRIER	EACH	1	\$ 32,000.00	\$32,000.00	\$22,000.00	\$22,000.00	\$22,200.00	\$22,200.00	\$23,002.91	\$23,002.91	\$21,000.00	\$21,000.00	\$19,800.00	\$19,800.00	\$32,000.00	\$32,000.00	
52	ADJ RINGS & I&I BARRIER	EACH	2	\$ 5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$4,480.00	\$8,960.00	\$3,534.69	\$7,069.38	\$3,800.00	\$7,600.00	\$4,500.00	\$9,000.00	\$5,500.00	\$11,000.00	
53	ADJ RINGS & I&I BARRIER	EACH	3	\$ 6,800.00	\$20,400.00	\$6,500.00	\$19,500.00	\$6,260.00	\$18,780.00	\$6,099.85	\$18,299.55	\$6,500.00	\$19,500.00	\$6,100.00	\$18,300.00	\$6,700.00	\$20,100.00	
54	ADJ RINGS & I&I BARRIER	EACH	1	\$ 13,000.00	\$13,000.00	\$9,400.00	\$9,400.00	\$12,300.00	\$12,300.00	\$12,812.18	\$12,812.18	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	
55	ADJ RINGS & I&I BARRIER	EACH	1	\$ 32,000.00	\$32,000.00	\$22,500.00	\$22,500.00	\$21,745.00	\$21,745.00	\$22,675.37	\$22,675.37	\$21,000.00	\$21,000.00	\$20,000.00	\$20,000.00	\$32,000.00	\$32,000.00	
56	HDPE ADJ RINGS & I&I BARRIER	EACH	1	\$ 40,000.00	\$40,000.00	\$25,500.00	\$25,500.00	\$26,200.00	\$26,200.00	\$6,750.00	\$6,750.00	\$25,000.00	\$25,000.00	\$30,500.00	\$30,500.00	\$47,000.00	\$47,000.00	
57	6" DIA STRUCTURE OVERDEPTH	LIN FT	24.0	\$ 850.00	\$20,400.00	\$495.00	\$11,880.00	\$587.00	\$14,088.00	\$623.06	\$14,953.44	\$650.00	\$15,600.00	\$623.00	\$14,952.00	\$300.00	\$7,200.00	
58	9" DIA STRUCTURE OVERDEPTH	LIN FT	13.0	\$ 3,000.00	\$39,000.00	\$1,325.00	\$17,225.00	\$1,553.00	\$20,189.00	\$2,142.48	\$27,852.24	\$2,000.00	\$26,000.00	\$1,600.00	\$20,800.00	\$460.00	\$5,980.00	
59	10" DIA STRUCTURE OVERDEPTH	LIN FT	10.0	\$ 4,500.00	\$45,000.00	\$1,575.00	\$15,750.00	\$1,778.00	\$17,780.00	\$2,475.32	\$24,753.20	\$2,300.00	\$23,000.00	\$1,800.00	\$18,000.00	\$910.00	\$9,100.00	
60	CONNECT TO EXISTING PIPE	EACH	5	\$ 2,500.00	\$12,500.00	\$1,800.00	\$9,000.00	\$783.00	\$3,915.00	\$2,500.00	\$12,500.00	\$4,000.00	\$20,000.00	\$1,100.00	\$5,500.00	\$3,900.00	\$19,500.00	
TOTAL PART 3 - STORM SEWER				\$1,003,635.00		\$691,169.00		\$737,710.00		\$800,628.84		\$785,303.00		\$754,109.00		\$830,266.00		

Part 4 - STREETS																			
61	MOBILIZATION	LUMP SUM	1	\$ 59,000.00	\$59,000.00	\$50,000.00	\$50,000.00	\$138,100.00	\$138,100.00	\$44,235.00	\$44,235.00	\$50,000.00	\$50,000.00	\$19,300.00	\$19,300.00	\$87,000.00	\$87,000.00		
62	TRAFFIC CONTROL	LUMP SUM	1	\$ 35,000.00	\$35,000.00	\$8,000.00	\$8,000.00	\$7,400.00	\$7,400.00	\$7,770.00	\$7,770.00	\$20,000.00	\$20,000.00	\$8,300.00	\$8,300.00	\$7,400.00	\$7,400.00		
63	CLEARING	TREE	55	\$ 600.00	\$33,000.00	\$420.00	\$23,100.00	\$500.00	\$27,500.00	\$420.00	\$23,100.00	\$400.00	\$22,000.00	\$445.00	\$24,475.00	\$400.00	\$22,000.00		
64	GRUBBING	TREE	59	\$ 300.00	\$17,700.00	\$210.00	\$17,390.00	\$400.00	\$23,600.00	\$210.00	\$17,390.00	\$200.00	\$11,800.00	\$222.00	\$13,098.00	\$200.00	\$11,800.00		
65	SALVAGE AND REINSTALL PRIVATE YARD LIGHT POLE	EACH	6	\$ 2,000.00	\$12,000.00	\$525.00	\$3,150.00	\$1,000.00	\$6,000.00	\$735.00	\$4,410.00	\$1,500.00	\$9,000.00	\$625.00	\$3,750.00	\$1,500.00	\$9,000.00		
66	REMOVE CONCRETE CURB AND GUTTER	LIN FT	7,160	\$ 4.00	\$28,640.00	\$4.00	\$28,640.00	\$3.00	\$21,480.00	\$2.00	\$14,320.00	\$4.00	\$28,640.00	\$2.30	\$16,468.00	\$4.00	\$28,640.00		
67	REMOVE CONCRETE WALK OR DRIVEWAY	SQ FT	44,900	\$ 1.50	\$67,350.00	\$0.60	\$26,940.00	\$1.00	\$44,900.00	\$1.00	\$44,900.00	\$0.75	\$33,675.00	\$0.50	\$22,450.00	\$1.00	\$44,900.00		
68	REMOVE CONCRETE VALLEY GUTTER	SQ FT	1,220	\$ 2.00	\$2,440.00	\$2.00	\$2,440.00	\$1.00	\$1,220.00	\$1.00	\$1,220.00	\$1.00	\$1,220.00	\$0.70	\$854.00	\$5.00	\$6,100.00		
69	REMOVE BITUMINOUS PAVEMENT - STREET	SQ YD	11,050	\$ 4.50	\$49,725.00	\$5.00	\$55,250.00	\$2.50	\$27,625.00	\$2.53	\$27,956.50	\$5.00	\$55,250.00	\$3.10	\$34,255.00	\$4.00	\$44,200.00		
70	DRIVEWAY	SQ YD	260	\$ 6.50	\$1,690.00	\$10.00	\$2,600.00	\$6.00	\$1,560.00	\$5.00	\$1,300.00	\$10.00	\$2,600.00	\$2.00	\$520.00	\$3.00	\$780.00		
71	TEMPORARY MAILBOX	EACH	57	\$ 125.00	\$7,125.00	\$75.00	\$4,275.00	\$70.00	\$3,990.00	\$73.50	\$4,189.50	\$70.00	\$3,990.00	\$78.00	\$4,446.00	\$70.00	\$3,990.00		
72	SALVAGE AND REINSTALL MAILBOX	EACH	57	\$ 175.00	\$9,975.00	\$175.00	\$9,975.00	\$165.00	\$9,405.00	\$173.25	\$9,875.25	\$165.00	\$9,405.00	\$183.00	\$10,431.00	\$170.00	\$9,690.00		
73	GEOTEXTILE FABRIC TYPE V	SQ YD	2,660	\$ 2.50	\$6,650.00	\$1.00	\$2,660.00	\$1.80	\$4,788.00	\$2.05	\$5,453.00	\$1.00	\$2,660.00	\$2.10	\$5,586.00	\$2.04	\$5,426.40		
74	COMMON EXCAVATION (EV) (P) - STREET	CU YD	4,500	\$ 27.00	\$121,500.00	\$24.00	\$108,000.00	\$25.00	\$112,500.00	\$20.98	\$94,410.00	\$15.00	\$67,500.00	\$32.00	\$144,000.00	\$26.00	\$117,000.00		
75	COMMON EXCAVATION (EV) - WALK OR DRIVEWAY	CU YD	1,900	\$ 27.00	\$51,300.00	\$24.00	\$45,600.00	\$25.00	\$47,500.00	\$20.98	\$39,862.00	\$15.00	\$28,500.00	\$21.00	\$39,900.00	\$26.00	\$49,400.00		
76	SUBGRADE EXCAVATION (EV) - STREET	CU YD	890	\$ 30.00	\$26,700.00	\$15.00	\$13,350.00	\$0.01	\$8.90	\$20.98	\$18,672.20	\$15.00	\$13,350.00	\$20.00	\$17,800.00	\$26.00	\$23,140.00		
77	SELECT GRANULAR BORROW (CV)	CU YD	890	\$ 30.00	\$26,700.00	\$15.00	\$13,350.00	\$0.01	\$8.90	\$24.30	\$21,627.00	\$15.00	\$13,350.00	\$23.00	\$20,470.00	\$38.00	\$33,820.00		
78	TEMPORARY STABILIZATION	TON	1,100	\$ 35.00	\$38,500.00	\$18.00	\$19,800.00	\$0.01	\$11.00	\$45.99	\$50,589.00	\$25.00	\$27,500.00	\$20.00	\$22,000.00	\$52.00	\$57,200.00		
79	AGGREGATE BASE CLASS 5 (CV) (P) - STREET	CU YD	3,000	\$ 36.00	\$108,000.00	\$50.00	\$150,000.00	\$38.00	\$114,000.00	\$42.40	\$127,200.00	\$30.00	\$90,000.00	\$43.00	\$129,000.00	\$44.00	\$132,000.00		
80	BITUMINOUS MATERIAL FOR TACK COAT	GAL	930	\$ 2.25	\$2,092.50	\$1.00	\$930.00	\$4.00	\$3,720.00	\$1.05	\$976.50	\$1.00	\$930.00	\$4.00	\$3,720.00	\$1.00	\$930.00		
81	TYPE SPWEA330C WEAR 2" THICK - STREET	TON	2,800	\$ 90.00	\$252,000.00	\$75.00	\$210,000.00	\$83.81	\$234,668.00	\$84.00	\$235,200.00	\$80.00	\$224,000.00	\$94.00	\$263,200.00	\$80.00	\$224,000.00		
82	TYPE SPWEA240B WEAR 3" THICK - DRIVEWAY	SQ YD	150	\$ 45.00	\$6,750.00	\$45.00	\$6,750.00	\$52.74	\$7,911.00	\$42.00	\$6,300.00	\$60.00	\$9,000.00	\$40.00	\$6,000.00	\$40.00	\$6,000.00		
83	SALVAGE PAVERS	SQ FT	25	\$ 15.00	\$375.00	\$15.00	\$375.00	\$10.00	\$250.00	\$21.00	\$525.00	\$25.00	\$625.00	\$21.00	\$525.00	\$100.00	\$2,500.00		
84	INSTALL SALVAGED PAVERS	SQ FT	25	\$ 30.00	\$750.00	\$40.00	\$1,000.00	\$65.00	\$1,625.00	\$36.75	\$918.75	\$25.00	\$625.00	\$60.00	\$1,500.00	\$100.00	\$2,500.00		
85	5" CONCRETE WALK OR DRIVEWAY	SQ FT	49,800	\$ 9.00	\$448,200.00	\$7.50	\$373,500.00	\$7.22	\$359,556.00	\$7.55	\$375,990.00	\$7.50	\$373,500.00	\$8.50	\$423,300.00	\$7.38	\$367,524.00		
86	7" CONCRETE VALLEY GUTTER	SQ YD	350	\$ 115.00	\$40,250.00	\$113.00	\$39,550.00	\$97.70	\$34,195.00	\$108.55	\$37,992.50	\$90.00	\$31,500.00	\$200.00	\$70,000.00	\$89.00	\$31,150.00		
87	CONCRETE CURB AND GUTTER, B618	LIN FT	6,900	\$ 20.50	\$141,450.00	\$16.50	\$113,850.00	\$19.55	\$134,895.00	\$19.43	\$134,067.00	\$22.00	\$151,800.00	\$22.00	\$151,800.00	\$19.00	\$131,100.00		
88	CONCRETE PEDESTRIAN CURB RAMP	SQ FT	3,100	\$ 17.50	\$54,250.00	\$13.50	\$41,850.00	\$14.12	\$43,772.00	\$15.53	\$48,143.00	\$15.00	\$46,500.00	\$14.00	\$43,400.00	\$13.00	\$40,300.00		
89	TRUNCATED DOME PANEL	SQ FT	280	\$ 65.00	\$18,200.00	\$50.00	\$14,000.00	\$60.00	\$16,800.00	\$53.59	\$15,005.20	\$70.00	\$19,600.00	\$64.00	\$17,920.00	\$60.00	\$16,800.00		
90	PRIVATE IRRIGATION	LIN FT	480	\$ 15.00	\$7,200.00	\$9.00	\$4,320.00	\$9.50	\$4,560.00	\$18.08	\$8,678.40	\$10.00	\$4,800.00	\$8.00	\$3,840.00	\$13.00	\$6,240.00		
91	PRIVATE UTILITY CROSSING, 42" DEEP	LIN FT	1,050	\$ 17.00	\$17,850.00	\$10.00	\$10,500.00	\$9.00	\$9,450.00	\$19.48	\$20,454.00	\$10.00	\$10,500.00	\$10.50	\$11,025.00	\$15.00	\$15,750.00		
92	PRIVATE UTILITY CROSSING, 42" DEEP	LIN FT	2,100	\$ 13.00	\$27,300.00	\$8.00	\$16,800.00	\$6.60	\$13,860.00	\$16.88	\$35,448.00	\$10.00	\$21,000.00	\$6.50	\$13,650.00	\$12.00	\$25,200.00		
93	DECIDUOUS TREE 2" CAL B&B	TREE	33	\$ 700.00	\$23,100.00	\$700.00	\$23,100.00	\$599.00	\$19,767.00	\$628.95	\$20,755.35	\$600.00	\$19,800.00	\$666.00	\$21,978.00	\$520.00	\$17,160.00		
94	CONIFEROUS TREE 6" HT B&B	TREE	11	\$ 700.00	\$7,700.00	\$725.00	\$7,975.00	\$584.00	\$6,424.00	\$613.20	\$6,745.20	\$590.00	\$6,490.00	\$650.00	\$7,150.00	\$500.00	\$5,500.00		
95	PRUNE TREES	HOURL	8	\$ 350.00	\$2,800.00	\$315.00	\$2,520.00	\$500.00	\$4,000.00	\$315.00	\$2,520.00	\$300.00	\$2,400.00	\$556.00	\$4,448.00	\$300.00	\$2,400.00		
96	STORM DRAIN INLET PROTECTION	EACH	34	\$ 200.00	\$6,800.00	\$175.00	\$5,950.00	\$135.00	\$4,590.00	\$150.00	\$5,100.00	\$130.00	\$4,420.00	\$192.00	\$6,528.00	\$680.00	\$23,120.00		
97	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$ 4,000.00	\$4,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$6,750.00	\$6,750.00	\$1.00	\$1.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00		
98	SANDY CLAY LOAM TOPSOIL BORROW (LV)	CU YD	1,200	\$ 43.00	\$51,600.00	\$30.00	\$36,000.00	\$20.00	\$24,000.00	\$33.60	\$40,320.00	\$40.00	\$48,000.00	\$44.00	\$52,800.00	\$45.00	\$54,000.00		
99	COMPOST GRADE 2 (LV)	CU YD	1,200	\$ 43.00	\$51,600.00	\$30.00	\$36,000.00	\$26.00	\$31,200.00	\$33.60	\$40,320.00	\$40.00	\$48,000.00	\$45.00	\$54,000.00	\$46.00	\$55,200.00		
100	SODDING TYPE LAWN	SQ YD	10,650	\$ 9.75	\$103,837.50	\$6.00	\$63,900.00	\$7.75	\$82,537.50	\$8.14	\$86,691.00	\$7.75	\$82,537.50	\$9.00	\$95,850.00	\$7			

TOTAL PART 1 - SANITARY SEWER	\$633,852.00	\$362,549.00	\$390,132.50	\$383,131.35	\$554,670.00	\$472,807.00	\$612,124.20	
TOTAL PART 2-WATERMAIN	\$801,240.00	\$777,100.00	\$732,438.00	\$801,858.81	\$769,200.00	\$798,456.00	\$887,179.20	
TOTAL PART 3-STORM SEWER	\$1,003,635.00	\$691,169.00	\$737,710.00	\$800,628.84	\$785,303.00	\$754,109.00	\$830,266.00	
TOTAL PART 4 -STREETS	\$2,016,847.50	\$1,620,735.00	\$1,692,897.30	\$1,742,145.35	\$1,654,163.50	\$1,858,924.00	\$1,865,817.90	
TOTAL BASE BID	\$4,455,574.50	\$3,451,553.00	\$3,553,177.80	\$3,727,764.35	\$3,763,336.50	\$3,884,296.00	\$4,195,387.30	
Contractor		McNamara Contracting Inc	Northwest Asphalt Inc.	Northdale Construction	Ryan Contracting Co	S.M. Hentges & Sons, Inc.	Kuechle Underground Inc.	
Address		1451 Stagecoach Avenue	9760 71st St NE		PO Box 246	650 Quaker Ave	10998 State Hwy 55	
Address		Rosemount, MN 55068	Shakopee, MN 55379	Albertville, MN 55301	Elko, MN 55020	Jordan, MN 55352	Kimball, MN 55353	
Phone		651-322-5500	952-445-1003	763-428-4868	952-894-3200	952-492-5700	320-398-8888	
Representative		Mike McNamara	Phil Lesnar	Ryan J Thomas	Nathan Hentges	Jeremy Kuechle		
Title		President	Corporate Secretary	President	President	Executive Vice President	Vice President	
Bid Bond		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.V.  
March 27, 2025  
Consent Agenda

**Description:**

Award Agreements Under 2025 South Metro Cities Joint Powers Agreement for Project 2025-119, Street Maintenance JPA

**Staff Contact:**

Jeff Lathrop, Public Works Superintendent - Streets

**Department / Division:**

Streets Division

**ACTION REQUESTED:**

Authorize award of agreements to the lowest responsible bidders by the City of Burnsville for the 2025 South Metro Cities Joint Powers Agreement for Project 2025-119, Street Maintenance JPA, Apple Valley portion - \$335,919.

**SUMMARY:**

The City of Apple Valley annually participates with neighboring communities as part of a Joint Powers Agreement (JPA) to solicit bids for crack sealing, pavement markings, chip seal coating, and fog sealing in order to receive better pricing on quantity and scheduling. The City of Burnsville administers the bid on behalf of the member jurisdictions (17 cities, 3 townships, and Scott County). Bids were opened on March 7, 2025. Attached is the bid tabulation with the lowest responsible bidders shaded in yellow. The 2025 total estimated Apple Valley cost for crack sealing, pavement markings, chip sealing and fog sealing under the JPA is \$335,919.

The JPA requires each participating city to acknowledge the award of contracts. The bid results appear competitive and favorable for the proposed work within Apple Valley.

**BACKGROUND:**

This agreement has been a long-running, cost-effective program for the City. The JPA requires approval whenever a change occurs in the member jurisdictions. The last change to the agreement was on February 27, 2014, when an additional member was added to the JPA.

**BUDGET IMPACT:**

Funding for the project is included in the following divisions of the 2025 Budget:

Estimated Project Costs:

Public Works Street Maintenance	\$18,000
Public Works Traffic	\$100,000
Fire Facilities Fund	\$50,000
Road Improvement Fund	<u>\$200,000</u>
Total Estimated Cost	\$368,000

**ATTACHMENTS:**



## Bid / Quote Tabulation

(25-504) Street Maintenance JPA (#9539274)  
Owner: Burnsville MN, City of  
Solicitor: Burnsville MN, City of  
03/07/2025 11:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Qty	Allied Blacktop Company		Asphalt Surface Technologies C/ Sir Lines-A-Lot				Pearson Bros, Inc.		Fahrner Asphalt Sealers, LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Bituminous Fog Seal (25-504)	1	1	Bituminous Fog Seal - Streets, Trails & Parking Lots	GAL	42920		\$4.99	\$214,170.80	\$8.57	\$367,824.40	\$0.00	\$0.00	\$2.95	\$126,614.00	\$0.00
Bituminous Seal Coat (25-504)								\$2,263,169.09	\$2,555,026.63	\$0.00	\$0.00	\$0.00	\$2,096,686.88		\$0.00
	2	2A	Bituminous Material for Seal Coat (CRS-2P)	GAL	303391		\$3.00	\$910,173.00	\$2.91	\$882,867.81	\$0.00	\$0.00	\$3.12	\$946,579.92	
	3	2B	Bituminous Material for Seal Coat (CRS-2)	GAL	79700		\$2.75	\$219,175.00	\$2.73	\$217,581.00	\$0.00	\$0.00	\$3.03	\$241,491.00	
	4	2C	Furnish & Install Seal Coat (FA-2 - Mod 1/8")	SY	1222894		\$0.62	\$758,194.28	\$0.93	\$1,137,291.42	\$0.00	\$0.00	\$0.52	\$635,904.88	
	5	2D	Install Screed Seal Coat (FA-2 - Mod 1/8")	SY	481666		\$0.56	\$269,732.96	\$0.53	\$255,282.98	\$0.00	\$0.00	\$0.39	\$187,849.74	
	6	2E	Furnish & Install Seal Coat (FA-2 - Mod 1/8") Parking Lots	SY	28891		\$2.35	\$67,893.85	\$1.62	\$46,803.42	\$0.00	\$0.00	\$2.74	\$79,161.34	
	7	2G	Screen Salvaged Seal Coat Aggregate	Tons	1900		\$20.00	\$38,000.00	\$8.00	\$15,200.00	\$0.00	\$0.00	\$3.00	\$5,700.00	
Crack Sealing (25-504)								\$2,056,124.95	\$1,395,908.61	\$0.00	\$0.00		\$0.00		\$2,120,132.84
	8	3A	Crack Sealing - Mn/DOT 3723 - Route & Seal	LF	1014675		\$1.15	\$1,166,876.25	\$0.77	\$781,299.75	\$0.00	\$0.00		\$1.22	\$1,237,903.50
	9	3B	Crack Sealing - Mn/DOT 3723 - Clean & Seal	LF	482300		\$1.00	\$482,300.00	\$0.77	\$371,371.00	\$0.00	\$0.00		\$1.06	\$511,238.00
	10	3C	Crack Sealing - Mn/DOT 3725 - Route & Seal	LF	285504		\$1.30	\$371,155.20	\$0.77	\$219,838.08	\$0.00	\$0.00		\$1.22	\$348,314.88
	11	3D	Crack Sealing - Mn/DOT 3725 - Clean & Seal	LF	17488		\$1.10	\$19,236.80	\$0.77	\$13,465.76	\$0.00	\$0.00		\$1.06	\$18,537.28
	12	3E	DeTack	LF	165567		\$0.10	\$16,556.70	\$0.06	\$9,934.02	\$0.00	\$0.00		\$0.03	\$4,139.18
Pavement Markings (25-504)								\$0.00	\$0.00		\$881,230.00		\$0.00		\$0.00
	13	4A	Long Line Street Markings	GAL	14910						\$34.50		\$514,395.00		
	14	4B	Symbol Markings	GAL	2177						\$155.00		\$337,435.00		
	15	4C	Parking Lot Markings	GAL	245						\$120.00		\$29,400.00		
Base Bid Total:								\$0.00		\$0.00		\$0.00		\$0.00	\$0.00



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.W.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Change Order No. 28 to Agreement with Terra General Contractors, LLC, d/b/a Terra Construction for Project 2024-187, Family Aquatic Center Improvements (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve the following Change Order to the agreement with Terra General Contractors, LLC, d/b/a Terra Construction for Project 2024-187, Family Aquatic Center Improvements (2023 Parks Bond Referendum):

1. Change Order No. 28 in the amount of an additional \$31,299.00 for painting the exterior of all buildings in Splash Valley Water Park.

**SUMMARY:**

The City is using the construction manager at risk (CMAR) project delivery method to complete Project 2024-187, Family Aquatic Center Improvements\*, and Terra Construction is our CMAR. At the Sept. 12, 2024, meeting, the City Council authorized Parks & Recreation Director Eric Carlson to approve change orders under \$20,000. This change order is over the authorized amount and therefore we are seeking City Council approval on the change order.

CO 28: Painting the exterior of all buildings (add \$31,299.00)

Total change: Addition of \$31,299.00

\*Project 2024-187, Family Aquatic Center Improvements, was formerly known as Project 2024-115, Family Aquatic Center Improvements.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, Hayes Arena, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is

planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum.

**ATTACHMENTS:**

Change Order Document(s)



## Change Order Request: COR028

**Project Name:** Apple Valley Family Aquatic Center

**Terra Project Number:** 24-834

**Project Address:** 14421 Jonny Cakes Ridge Road Apple Valley, MN 55124

**Owner / Customer:** City of Apple Valley

**Date:** March 04, 2025

**COR028: Repainting of All Building Siding & Soffit**

**Scope of Work:** Per the City's request please see attached cost breakdown to paint the exterior siding and metal soffit (where applies) on all the following buildings - North Bathhouse, Concessions, North Mech, South Bathhouse, Lazy River Mech. Included is the credit to NOT paint the fascia that will now be wrapped with metal. NOT included in this price is the wrapping of wood Fascia with prefinished metal. This will be submitted under a separate COR.

Color to be selected by City and Design Team.

City Council Approval Date Requested - 3/13/25

Cost Code	Cost Code Description	Vendor Name	Amount
09-9100	Painting	Decor-Tec, Inc.	\$ 30,700.00
99-9999	Fee		\$ 599.00

**Total: \$ 31,299.00**

If you have any questions, please contact Terra Construction as soon as possible so any discrepancies can be addressed.

Please advise if Terra construction is to proceed with this change.

**This price is void if not accepted by:  
Schedule Impact Day(s):**

Owner Signature:

Attest:

\_\_\_\_\_  
Clint Hooppaw, Mayor

\_\_\_\_\_  
Christina M. Scipioni, City Clerk

Date:

## Anya Beck

---

**From:** Sean Stack <sean@decortec.com>  
**Sent:** Wednesday, January 8, 2025 12:19 PM  
**To:** Anya Beck  
**Cc:** Danielle Zilka  
**Subject:** AVAC Pricing Request

Anya

The requested pricing for the added scope is as follows:

-Paint exterior siding and soffits on

North Bath House – **Add Labor: \$8,990.00      Material: \$1,000.00**  
Concessions – **Add Labor: \$7,190.00      Material: \$800.00**  
Mechanical **siding only soffit not included – Add Labor: \$5,730.00      Material: \$650.00**  
Lazy River Mechanical – **Add Labor: \$5,110.00      Material: \$570.00**  
Auxilliary Bath House – **Add Labor: \$4,360.00      Material: \$500.00**

~~-Paint wood Equipment screen doors      Add Labor: \$4,500.00      Material: \$375.00~~

~~-Paint wood Equipment screen doors      Add Labor: \$4,500.00      Material: \$375.00~~

-Eliminate painting of existing fascia on all buildings. **Deduct Labor: \$3,800.00      Material: \$400.00**

~~-Paint wood Equipment screen doors      Add Labor: \$4,500.00      Material: \$375.00~~

~~-Paint wood Equipment screen doors      Add Labor: \$4,500.00      Material: \$375.00~~

~~-Paint wood Equipment screen doors      Add Labor: \$4,500.00      Material: \$375.00~~

Thank you

Sean Stack



2812 Washington Ave. North  
Minneapolis, MN 55411  
(C) 612-412-3884



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.X.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Change Orders No. 25, 26, 27, 29, and 30 to Agreement with Terra General Contractors, LLC, d/b/a Terra Construction for Project 2024-187, Family Aquatic Center Improvements (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve the following Change Orders to the agreement with Terra General Contractors, LLC, d/b/a Terra Construction for Project 2024-187, Family Aquatic Center Improvements (2023 Parks Bond Referendum):

1. Change Order No. 25 in the amount of an additional \$7,693.00 for screening of mechanical equipment
2. Change Order No. 26 in the amount of an additional \$6,050.00 for plumbing and electrical work related to the new splash features
3. Change Order No. 27 in the amount of an additional \$6,351.00 for replacing electrical ground boxes
4. Change Order No. 29 in the amount of an additional \$17,077.00 for replacement of the existing diving board, base, and rails
5. Change Order No. 30 in the amount of a deduction of \$400.00 for fluid-applied flooring

**SUMMARY:**

The City is using the construction manager at risk (CMAR) project delivery method to complete Project 2024-187, Family Aquatic Center Improvements\*, and Terra Construction is our CMAR. At the Sept. 12, 2024, meeting, the City Council authorized Parks & Recreation Director Eric Carlson to approve change orders under \$20,000.

CO 25	Addition of mechanical screening (add \$7,693)
CO 26	Additional plumbing and electrical for new splash features (add \$6,050)
CO 27	Replacement of electrical ground boxes (add 6,351)
CO 29	Replacement of diving board, base, and rails (add 17,077)
CO 30	Eliminate fluid-applied flooring and re-caulk flooring joints (deduct \$400)
Total Change Addition of \$36,771.00	

\*Project 2024-187, Family Aquatic Center Improvements, was formerly known as Project 2024-115, Family Aquatic Center Improvements.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to

determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, Hayes Arena, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum.

**ATTACHMENTS:**

Change Order Document(s)





## Change Order Request: COR025

**Project Name:** Apple Valley Family Aquatic Center

**Terra Project Number:** 24-834

**Project Address:** 14421 Jonny Cakes Ridge Road Apple Valley, MN 55124

**Owner / Customer:** City of Apple Valley

**Date:** March 04, 2025

**COR025:** Slide Equipment Screen Fence

**Scope of Work:** Attached is the price to provide a fence to screen the slide pumps. This fence will be as described in the attached pricing and cover 3 sides of the concrete slab that the pumps are installed on. This price does NOT include the screen signage that will be mounted to this frame work, this will be submitted separately.

No fee added as this is captured under the branding allowance and signage that Terra has already captured fee for.

JLG Approval Requested by - 3/18/24

City Approval Requested by - 3/19/24

Cost Code	Cost Code Description	Vendor Name	Amount
32-3119	Decorative Metal Fences and Gates	Keller Fence, Inc.	\$ 7,693.00

**Total:** \$ 7,693.00

If you have any questions, please contact Terra Construction as soon as possible so any discrepancies can be addressed.

Please advise if Terra construction is to proceed with this change.

**This price is void if not accepted by:  
Schedule Impact Day(s):**

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Change Order Request: COR026

**Project Name:** Apple Valley Family Aquatic Center

**Terra Project Number:** 24-834

**Project Address:** 14421 Jonny Cakes Ridge Road Apple Valley, MN 55124

**Owner / Customer:** City of Apple Valley

**Date:** March 04, 2025

**COR026: PR-08 - Aquatics Updates - Play Features**

**Scope of Work:** Attached is pricing for the following related to PR-08 - remove existing play features and cap unused pipe, provide the required connections for the new play features noted on PR-08 and per the attached shop drawings.

Provide bonding for the new play equipment.

No fee applied since this was included in the allowance that was returned to the owner.

City already has approved the the work associated with the removal of the existing play equipment.

Please approve the complete COR

Cost Code	Cost Code Description	Vendor Name	Amount
11-6800	Pool Equipment and Structures	Global Specialty Contractors Inc	\$ 5,500.00
26-0000	Electrical	BURNSVILLE ELECTRICAL/MECHANICAL, INC.	\$ 550.00

**Total: \$ 6,050.00**

If you have any questions, please contact Terra Construction as soon as possible so any discrepancies can be addressed.

Please advise if Terra construction is to proceed with this change.

**This price is void if not accepted by:  
Schedule Impact Day(s):**

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Change Order Request: COR027

**Project Name:** Apple Valley Family Aquatic Center

**Terra Project Number:** 24-834

**Project Address:** 14421 Jonny Cakes Ridge Road Apple Valley, MN 55124

**Owner / Customer:** City of Apple Valley

**Date:** March 04, 2025

**COR027:** Replace Electrical Ground Boxes

**Scope of Work:** It was noted that the condition of the existing electrical ground boxes located in the new concrete areas were not very good. Per the OAC meeting discussion and review on 3/4/25 the city approved replacement of all 6 that were located in new concrete areas - (1) was damaged by the landscaper and a backcharge for \$500 the cost of the new box material was included in this COR.

Cost Code	Cost Code Description	Vendor Name	Amount
26-0000	Electrical	BURNSVILLE ELECTRICAL/MECHANICAL, INC.	\$ 6,730.00
32-9050	Landscaping & Irrigation	Greenscape Companies, Inc.	\$ -500.00
99-9999	Fee		\$ 121.00

**Total:** \$ 6,351.00

If you have any questions, please contact Terra Construction as soon as possible so any discrepancies can be addressed.

Please advise if Terra construction is to proceed with this change.

**This price is void if not accepted by:  
Schedule Impact Day(s):**

**OWNER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## Change Order Request: COR029

**Project Name:** Apple Valley Family Aquatic Center

**Terra Project Number:** 24-834

**Project Address:** 14421 Jonny Cakes Ridge Road Apple Valley, MN 55124

**Owner / Customer:** City of Apple Valley

**Date:** March 05, 2025

**COR029:** Diving Board Base & Railings

**Scope of Work:** Remove, replace and paint the diving board base - included in base contract was a new platform and refinishing of the existing rails and repainting of the base.

Included with the new base are new SS railings - these are to remain SS finish and new base is to be painted white to match all other accessories - Base comes in a primed raw finish, so new base requires paint as well.

City Approved pricing during OAC meeting on 3/4/25, but this is the formal COR for final review.

Cost Code	Cost Code Description	Vendor Name	Amount
11-6800	Pool Equipment and Structures	Global Specialty Contractors Inc	\$ 16,750.00
99-9999	Fee		\$ 327.00

**Total:** \$ 17,077.00

If you have any questions, please contact Terra Construction as soon as possible so any discrepancies can be addressed.

Please advise if Terra construction is to proceed with this change.

**This price is void if not accepted by:  
Schedule Impact Day(s):**

**OWNER SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## Change Order Request: COR030

**Project Name:** Apple Valley Family Aquatic Center

**Terra Project Number:** 24-834

**Project Address:** 14421 Jonny Cakes Ridge Road Apple Valley, MN 55124

**Owner / Customer:** City of Apple Valley

**Date:** March 05, 2025

**COR030: Delete Epoxy Coved Base @ Bathhouses**

**Scope of Work:** It was determined that due to differential settlement no coved base should be installed at either the north or south bathhouses. existing caulk needs to be removed at the north and existing coved base needs to be removed and new caulking needs to be installed in both locations.

Attached is the pricing for this work.

City has already approved this work as it amount to close to a wash. Included in this change is the small amount of patching in the concessions that was a result of the underground plumbing work that was missed in the base scope.

Cost Code	Cost Code Description	Vendor Name	Amount
09-6700	Fluid Applied Flooring	Quality Cleaning, Inc.	\$ -6,935.00
09-6700	Fluid Applied Flooring	Quality Cleaning, Inc.	\$ 550.00
09-6700	Fluid Applied Flooring	Quality Cleaning, Inc.	\$ 810.00
07-9200	Joint Sealants	Carciofini Company	\$ 5,175.00

**Total: \$ -400.00**

If you have any questions, please contact Terra Construction as soon as possible so any discrepancies can be addressed.

Please advise if Terra construction is to proceed with this change.

**This price is void if not accepted by:  
Schedule Impact Day(s):**

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.Y.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Acceptance and Final Payment on Agreement with McNamara Contracting, Inc., for Project 2017-109, Johnny Cake Ridge Road Improvements

**Staff Contact:**

Brandon Anderson, City Engineer

**Department / Division:**

Engineering Division

**ACTION REQUESTED:**

Approve acceptance and final payment on the agreement with McNamara Contracting, Inc., and accepting Project 2017-109, JCRR Improvements, as complete and authorizing final payment in the amount of \$9,607.00, for a contract total of \$5,709,877.55.

**SUMMARY:**

Attached please find the tenth and final payment for Project 2017-109, JCRR Improvements. All public improvements associated with the project are complete and in acceptable condition to become public infrastructure of the City. This final payment of \$9,607.00 will close the agreement with McNamara Contracting, Inc., and result in a total construction cost of \$5,709,877.55.

**BACKGROUND:**

On January 12, 2017, City Council adopted Resolution 2017-8 authorizing preparation of corridor and feasibility study for Johnny Cake Ridge Road, Project 2017-109.

On September 13, 2018, the City Council adopted Resolution 2018-133, directing the preparation of plans and specifications and accepting feasibility study for Project 2017-109, Johnny Cake Ridge Road Improvements.

On March 14, 2019, City Council adopted Resolution 2019-36, approving plans and specifications and directing receipt of sealed bids for Project 2017-109, Johnny Cake Ridge Road Improvements.

On April 25, 2019, City Council adopted Resolution 2019-62 awarding agreement for Project 2017-109, Johnny Cake Ridge Road Improvements to McNamara Contracting Inc., in the amount of \$5,587,129.05.

**BUDGET IMPACT:**

Estimated Project Costs:	As Awarded	Final Costs
Construction Cost	\$ 5,587,129.00	\$ 5,709,877.55
Construction Contingency	989,165.00	0.00
Engineering, Contract Admin, Inspection, Testing, Survey	1,417,060.00	861,257.98

Total Estimated Cost	\$ 7,993,354.00	\$ 6,571,135.53
Estimated Project Funding:		
Water Utility	\$ 341,445.00	\$ 202,784.44
Sanitary Sewer Utility	565,527.00	214,578.50
Storm Sewer Utility	311,500.00	311,500.00
Road Improvement Fund	437,724.00	382,569.00
Street Light Utility Fund	113,119.00	113,119.00
Municipal State Aid	5,324,039.00	4,446,584.59
Dakota County (JPA)	600,000.00	600,000.00
Grant Funding	300,000.00	300,000.00
Total Estimated Funding	\$ 7,993,354.00	\$ 6,571,135.53

## **ATTACHMENTS:**

Final Pay Documents

**PAYMENT VOUCHER NO. 10 and FINAL**  
**JOHNNY CAKE RIDGE ROAD IMPROVEMENTS**  
**CITY PROJECT NO. 2017-109**

For Period: 03/12/2021 Through 02/28/2025

**OWNER:**  
City of Apple Valley  
7100 147th Street West  
Apple Valley, MN 55124

**CONTRACTOR:**  
Contractor Name      McNamara Contracting, Inc.  
Contractor Address      16700 Chippendale Ave  
City, State, Zip      Rosemount, MN 55068  
Telephone No.      651-322-5500

Amount of Contract:      \$5,587,129.05  
Change Order No. 1      \$17,779.50  
Change Order No. 2      \$122,226.00  
Total Amount      \$5,727,134.55

	Account Number	Contract Amount Per Resolution 2019-44	Value of Work Certified To Date	Less 0 Percent Retained	Less Previous Payments	Net Amount Due
Sanitary Utility	2027-6810-2017109S	\$ 182,620.00	\$182,620.00	\$0.00	\$182,620.00	\$0.00
Water Utility	2027-6810-2017109W	\$ 187,229.00	\$172,582.50	\$0.00	\$172,582.50	\$0.00
Services - Sanitary Sewer Utility	2027-6810-2017109S	\$ 8,439.00	\$8,597.00	\$0.00	\$8,597.00	\$0.00
Services - Water Utility	2027-6810-2017109W	\$ 8,740.00	\$8,332.00	\$0.00	\$8,332.00	\$0.00
Storm Drainage Utility	2027-6810-2017109D	\$ 973,918.00	\$973,918.00	\$0.00	\$973,918.00	\$0.00
Road Improvement Fund	2027-6810-2017109R	\$ 3,701,763.55	\$3,701,763.55	\$0.00	\$3,701,763.55	\$0.00
Conduit (Apple Valley) - Water Utility	2027-6810-2017109W	\$ 12,536.50	\$12,536.50	\$0.00	\$12,536.50	\$0.00
Conduit (Dakota County)	2027-6810-2017109R	\$ 61,790.00	\$61,790.00	\$0.00	\$61,790.00	\$0.00
Storm Water Treatment Facilities (East Basin)	2027-6810-2017109D	\$ 265,771.00	\$263,896.50	\$0.00	\$263,391.00	\$505.50
Storm Water Treatment Facilities (West Basin)	2027-6810-2017109D	\$ 101,290.00	\$101,178.00	\$0.00	\$95,436.00	\$5,742.00
Storm Water Treatment Facilities (NCG Trail)	2027-6810-2017109D	\$ 83,032.00	\$82,658.00	\$0.00	\$80,298.50	\$2,359.50
Change Order NO. 1	2027-6810-2017109R	\$ 17,779.50	\$17,779.50	\$0.00	\$17,779.50	\$0.00
Change Order NO. 2					\$0.00	
• Tennis Court Lighting (East Basin)	2027-6810-2017109D	\$ 10,041.00	\$10,041.00	\$0.00	\$10,041.00	\$0.00
• Crosswalk Striping (NCG Trail)	2027-6810-2017109D	\$ 13,083.00	\$13,083.00	\$0.00	\$13,083.00	\$0.00
• Sanitary Sewer Utility Overrun	2027-6810-2017109S	\$ 19,589.20	\$19,589.20	\$0.00	\$19,589.20	\$0.00
• Storm Drainage Utility Overrun	2027-6810-2017109D	\$ 1,936.80	\$1,936.80	\$0.00	\$1,936.80	\$0.00
• Road Improvement Fund Overrun	2027-6810-2017109R	\$ 75,326.00	\$75,326.00	\$0.00	\$74,326.00	\$1,000.00
• Conduit Overrun (Dakota County)	2027-6810-2017109R	\$ 2,250.00	\$2,250.00	\$0.00	\$2,250.00	\$0.00
Subtotal		\$5,727,134.55	\$5,709,877.55	\$0.00	\$5,700,270.55	\$9,607.00
<b>Total</b>		<b>\$5,727,134.55</b>	<b>\$5,709,877.55</b>	<b>\$0.00</b>	<b>\$5,700,270.55</b>	<b>\$9,607.00</b>

Date: 14-Mar-2025

Brandon Anderson  
Brandon Anderson (Mar 14, 2025 15:46 CDT)  
City Engineer

Date: 18-Mar-2025

Mark Guan  
Public Works Director





Owner: City of Apple Valley, 7100 W. 147th St., Apple Valley, MN 55124	Date: February 28, 2025
For Period: 3/12/21 to 2/28/25	Request No: 10ANDFINAL
Contractor: McNamara Contracting, Inc., 16700 Chippendale Ave. Rosemount, MN 55068	

### CONTRACTOR'S REQUEST FOR PAYMENT

JCRR Improvements  
Project File No. 2017-109

#### SUMMARY

1	Original Contract Amount		\$	\$5,587,129.05
4	Change Order - Total	\$ 140,005.50		
5	Revised Contract Amount		\$	\$5,727,134.55
6	Value Completed to Date		\$	\$5,709,877.55
7	Material on Hand		\$	\$0.00
8	Amount Earned		\$	\$5,709,877.55
9	Less Retainage 0%		\$	\$0.00
10	Subtotal		\$	\$5,709,877.55
11	Less Amount Paid Previously		\$	\$5,700,270.55
12	Liquidated damages -		\$	\$0.00
13	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 10ANDFINAL		\$	\$9,607.00

Approved by Contractor:  
McNamara Contracting, Inc.

*Michael J. Anderson* 3/14/25

Specified Contract Completion Date:

6/30/20

Approved by Owner:  
CITY OF APPLE VALLEY

*Brandon Anderson*

Brandon Anderson (Mar 14, 2025 15:46 CDT)

Brandon S. Anderson, City Engineer

14-Mar-2025

Date

Clint Hooppaw, Mayor

Date

Attest: Christina M. Scipioni, City Clerk

Date

No.	Item	Unit	Contract	Unit	Previous	Current	Quantity	Amount
			Est. Quantity	Unit Price	Quantity	Quantity	To Date	To Date
PART 1 - SANITARY SEWER								
1	REMOVE MANHOLE (SAN)	EACH	3.0	\$750.00	3.00	0.00	3.00	\$ 2,250.00
2	ABANDON MANHOLE	EACH	2.0	\$1,750.00	2.00	0.00	2.00	\$ 3,500.00
3	REMOVE SEWER PIPE (SAN)	LIN FT	300.0	\$12.00	300.00	0.00	300.00	\$ 3,600.00
4	CASTING ASSEMBY (SAN)	EACH	4.0	\$1,100.00	4.00	0.00	4.00	\$ 4,400.00
5	8" X 4" PVC WYE	EACH	4.0	\$160.00	4.00	0.00	4.00	\$ 640.00
6	CONNECT TO EXISTING SANITARY SEWER	EACH	2.0	\$2,400.00	2.00	0.00	2.00	\$ 4,800.00
7	TOP HAT 4" SERVICE LINER	EACH	5.0	\$5,000.00	5.00	0.00	5.00	\$ 25,000.00
8	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	318.0	\$8.00	318.00	0.00	318.00	\$ 2,544.00
9	8" PVC PIPE SEWER SDR 35 UNDER 15' DEPTH	LIN FT	236.0	\$44.00	236.00	0.00	236.00	\$ 10,384.00
10	12" PVC PIPE SEWER SDR 26 OVER 15' DEPTH	LIN FT	304.0	\$66.00	304.00	0.00	304.00	\$ 20,064.00
11	12" RCP PIPE SEWER OVER 15' DEPTH	LIN FT	22.0	\$82.00	22.00	0.00	22.00	\$ 1,804.00
12	LINING SEWER PIPE 8" - CIPP	LIN FT	670.0	\$32.00	670.00	0.00	670.00	\$ 21,440.00
13	LINING SEWER PIPE 8" - CIPP	LIN FT	1071.0	\$32.00	1078.00	0.00	1078.00	\$ 34,496.00
14	SANITARY MANHOLE 15' DEPTH AND UNDER	LIN FT	51.8	\$470.00	55.25	0.00	55.25	\$ 25,967.00
15	SANITARY MANHOLE OVER 15' DEPTH	LIN FT	17.1	\$200.00	33.70	0.00	33.70	\$ 6,740.00
16	RECONSTRUCT SANITARY STRUCTURE	LIN FT	28.0	\$345.00	16.00	0.00	16.00	\$ 5,520.00
17	8" OUTSIDE DROP	LIN FT	19.2	\$205.00	14.20	0.00	14.20	\$ 2,911.00
18	10" OUTSIDE DROP	LIN FT	4.0	\$470.00	4.00	0.00	4.00	\$ 1,880.00
19	12" OUTSIDE DROP	LIN FT	8.0	\$585.00	8.00	0.00	8.00	\$ 4,680.00
TOTAL PART 1 - SANITARY SEWER								\$ 182,620.00
PART 2 - WATER MAIN								
20	REMOVE GATE VALVE	EACH	4.0	\$250.00	3.00	0.00	3.00	\$ 750.00
21	REMOVE WATER MAIN	LIN FT	1864.0	\$5.00	1677.50	0.00	1677.50	\$ 8,387.50
22	REMOVE PRESSURE REDUCING STATION	LUMP SUM	1.0	\$3,000.00	1.00	0.00	1.00	\$ 3,000.00
23	REMOVE HYDRANT	EACH	3.0	\$250.00	4.00	0.00	4.00	\$ 1,000.00
24	TEMPORARY WATER SERVICE	LUMP SUM	1.0	\$2,000.00	1.00	0.00	1.00	\$ 2,000.00
25	HYDRANT	EACH	4.0	\$4,000.00	5.00	0.00	5.00	\$ 20,000.00
26	CONNECT TO EXISTING WATER MAIN	EACH	6.0	\$1,000.00	7.00	0.00	7.00	\$ 7,000.00
27	6" GATE VALVE & BOX	EACH	6.0	\$2,000.00	6.00	0.00	6.00	\$ 12,000.00
28	8" GATE VALVE & BOX	EACH	3.0	\$2,500.00	3.00	0.00	3.00	\$ 7,500.00
29	20" BUTTERFLY VALVE & BOX	EACH	1.0	\$6,400.00	1.00	0.00	1.00	\$ 6,400.00
30	6" WATER MAIN DUCTILE IRON CL 52, INCL V-BID	LIN FT	123.0	\$45.00	76.00	0.00	76.00	\$ 3,420.00
31	8" WATER MAIN DUCTILE IRON CL 52, INCL V-BID	LIN FT	1588.0	\$45.00	1593.00	0.00	1593.00	\$ 71,685.00
32	18" WATER MAIN DUCTILE IRON CL 52, INCL V-BID	LIN FT	27.0	\$92.00	20.00	0.00	20.00	\$ 1,840.00
33	20" WATER MAIN DUCTILE IRON CL 52, INCL V-BID	LIN FT	7.0	\$120.00	7.00	0.00	7.00	\$ 840.00
34	4" POLYSTYRENE INSULATION	SQ YD	20.0	\$40.00	18.00	0.00	18.00	\$ 720.00
35	DUCTILE IRON FITTINGS	POUND	4219.0	\$10.00	2604.00	0.00	2604.00	\$ 26,040.00
TOTAL PART 2 - WATER MAIN								\$ 172,682.50

No.	Item	Unit	Contract Est. Quantity	Unit Unit Price	Previous Quantity	Current Quantity	Quantity To Date	Amount To Date
<b>PART 3 - SERVICES</b>								
36	REMOVE CURB STOP & BOX	EACH	4.0	\$50.00	4.00	0.00	4.00	\$ 200.00
37	REMOVE SANITARY SERVICE PIPE	LIN FT	209.0	\$3.00	209.00	0.00	209.00	\$ 827.00
38	REMOVE WATER SERVICE PIPE	LIN FT	196.0	\$2.00	196.00	0.00	196.00	\$ 392.00
39	RECONNECT EXISTING SANITARY SEWER SERVICE	EACH	4.0	\$80.00	4.00	0.00	4.00	\$ 320.00
40	4" CLEAN-OUT ASSEMBLY	EACH	4.0	\$150.00	0.00	0.00	0.00	\$ -
41	4" PVC SANITARY SEWER SERVICE PIPE	LIN FT	198.0	\$34.00	225.00	0.00	225.00	\$ 7,650.00
42	4" PVC SANITARY SEWER RISER PIPE	LIN FT	16.0	\$10.00	0.00	0.00	0.00	\$ -
43	RECONNECT EXISTING WATER SERVICE	EACH	4.0	\$125.00	4.00	0.00	4.00	\$ 500.00
44	1" CURB STOP & BOX	EACH	4.0	\$500.00	4.00	0.00	4.00	\$ 2,000.00
45	1" CORPORATION STOP	EACH	4.0	\$110.00	4.00	0.00	4.00	\$ 440.00
46	1" TYPE K COPPER WATER SERVICE PIPE	LIN FT	217.0	\$24.00	200.00	0.00	200.00	\$ 4,800.00
<b>TOTAL PART 3 - SERVICES</b>								<b>\$ 16,929.00</b>
<b>PART 4 - STORM SEWER</b>								
47	REMOVE PIPE APRON	EACH	1.0	\$380.00	1.00	0.00	1.00	\$ 380.00
48	REMOVE DRAINAGE STRUCTURE	EACH	27.0	\$300.00	26.00	0.00	26.00	\$ 7,800.00
49	REMOVE PIPE SEWER (STORM)	LIN FT	4136.0	\$13.00	4130.50	0.00	4130.50	\$ 53,696.50
50	15" RC PIPE APRON WITH TRASH GUARD	EACH	2.0	\$1,500.00	2.00	0.00	2.00	\$ 3,000.00
51	18" RC PIPE APRON WITH TRASH GUARD	EACH	1.0	\$1,600.00	1.00	0.00	1.00	\$ 1,600.00
52	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	3207.0	\$44.00	3204.20	0.00	3204.20	\$ 140,984.80
53	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	2271.0	\$47.00	2282.00	0.00	2282.00	\$ 107,724.00
54	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	370.0	\$56.00	370.00	0.00	370.00	\$ 20,720.00
55	21" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	225.0	\$69.00	225.00	0.00	225.00	\$ 15,525.00
56	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	553.0	\$70.00	553.00	0.00	553.00	\$ 38,710.00
57	24" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	247.0	\$75.00	247.00	0.00	247.00	\$ 18,525.00
58	24" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	447.0	\$90.00	447.00	0.00	447.00	\$ 40,230.00
59	CONNECT TO EXISTING STORM SEWER	EACH	8.0	\$900.00	6.00	0.00	6.00	\$ 5,400.00
60	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	1.0	\$1,600.00	3.00	0.00	3.00	\$ 4,800.00
61	CASTING ASSEMBLY	EACH	92.0	\$800.00	93.00	0.00	93.00	\$ 74,400.00
62	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	6.6	\$500.00	7.30	0.00	7.30	\$ 3,650.00
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	292.3	\$450.00	270.30	0.00	270.30	\$ 121,835.00
64	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	63.1	\$595.00	69.30	0.00	69.30	\$ 41,233.50
65	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	15.6	\$590.00	17.30	0.00	17.30	\$ 10,207.00
66	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	1.8	\$1,200.00	2.34	0.00	2.34	\$ 2,803.20
67	INFILTRATION/FILTRATION SYSTEM	LUMP SUM	1.0	\$4,000.00	1.00	0.00	1.00	\$ 4,000.00
68	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	2.0	\$80,000.00	2.00	0.00	2.00	\$ 160,000.00
69	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	EACH	1.0	\$28,000.00	1.00	0.00	1.00	\$ 28,000.00
70	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2' X 3'	LIN FT	144.9	\$425.00	148.20	0.00	148.20	\$ 62,985.00

No.	Item	Unit	Contract	Unit	Previous	Current	Quantity	Amount
			Est. Quantity	Unit Price	Quantity	Quantity	To Date	To Date
71	GEOTEXTILE FILTER TYPE 3	SQ YD	36.0	\$4.00	306.00	0.00	306.00	\$ 1,224.00
72	RANDOM RIPRAP CLASS II	CU YD	36.0	\$105.00	36.00	0.00	36.00	\$ 3,780.00
73	GUIDE POST TYPE B	EACH	3.0	\$75.00	3.00	0.00	3.00	\$ 225.00
TOTAL PART 4 - STORM SEWER								\$ 973,918.00
PART 5 - STREETS								
74	AS BUILTS	LUMP SUM	1.0	\$15,000.00	1.00	0.00	1.00	\$ 15,000.00
75	MOBILIZATION	LUMP SUM	1.0	\$355,000.00	1.00	0.00	1.00	\$ 355,000.00
76	FIELD OFFICE TYPE D	EACH	1.0	\$15,000.00	0.00	0.00	0.00	\$ -
77	CLEARING	TREE	92.0	\$135.00	52.00	0.00	52.00	\$ 7,020.00
78	GRUBBING	TREE	92.0	\$105.00	85.00	0.00	85.00	\$ 8,925.00
79	PAVEMENT MARKING REMOVAL	SQ FT	1380.0	\$2.00	1380.00	0.00	1380.00	\$ 2,760.00
80	REMOVE SIGN TYPE C	EACH	51.0	\$21.00	51.00	0.00	51.00	\$ 1,071.00
81	REMOVE SIGN TYPE D	EACH	1.0	\$50.00	1.00	0.00	1.00	\$ 50.00
82	REMOVE SIGN TYPE SPECIAL	EACH	14.0	\$50.00	14.00	0.00	14.00	\$ 700.00
83	REMOVE EQUIPMENT PAD	EACH	1.0	\$500.00	1.00	0.00	1.00	\$ 500.00
84	SALVAGE SERVICE CABINET	EACH	1.0	\$900.00	1.00	0.00	1.00	\$ 900.00
85	REMOVE CURB & GUTTER	LIN FT	12160.0	\$3.00	12184.00	0.00	12184.00	\$ 36,552.00
86	REMOVE BITUMINOUS WALK	SQ YD	9984.0	\$3.00	9984.00	0.00	9984.00	\$ 29,952.00
87	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	156.0	\$30.00	156.00	0.00	156.00	\$ 4,680.00
88	REMOVE BITUMINOUS PAVEMENT	SQ YD	36161.0	\$2.00	36161.00	0.00	36161.00	\$ 72,322.00
89	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	580.0	\$12.00	610.00	0.00	610.00	\$ 7,320.00
90	REMOVE CONCRETE WALK	SQ FT	3916.0	\$1.50	3893.20	0.00	3893.20	\$ 5,839.80
91	SALVAGE SIGN & PLANTER WALL	LUMP SUM	1.0	\$1,000.00	1.00	0.00	1.00	\$ 1,000.00
92	SALVAGE SIGN SPECIAL	EACH	1.0	\$50.00	1.00	0.00	1.00	\$ 50.00
93	SALVAGE LIGHT POLE	EACH	1.0	\$605.00	1.00	0.00	1.00	\$ 605.00
94	SALVAGE BOULDERS	EACH	7.0	\$40.00	7.00	0.00	7.00	\$ 280.00
95	REMOVE BITUMINOUS CURB	LIN FT	97.0	\$10.00	97.00	0.00	97.00	\$ 970.00
96	REMOVE DRAIN TILE	LIN FT	347.0	\$5.00	347.30	0.00	347.30	\$ 1,736.50
97	SALVAGE LANDSCAPE ROCK	SQ YD	20.0	\$32.00	20.00	0.00	20.00	\$ 640.00
98	REMOVE CONCRETE VALLEY GUTTER	SQ FT	2776.0	\$2.00	2776.00	0.00	2776.00	\$ 5,552.00
99	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	610.0	\$23.00	610.00	0.00	610.00	\$ 14,030.00
100	COMMON EXCAVATION	CU YD	25488.0	\$15.00	25488.00	0.00	25488.00	\$ 382,320.00
101	SUBGRADE EXCAVATION	CU YD	14055.0	\$15.00	14219.90	0.00	14219.90	\$ 213,298.50
102	SELECT GRANULAR BORROW (CV)	CU YD	13642.0	\$22.00	13796.90	0.00	13796.90	\$ 303,531.80
103	AGGREGATE BASE CLASS 5	TON	29800.0	\$13.00	32765.40	0.00	32765.40	\$ 425,950.24
104	MILL BITUMINOUS SURFACE (2.0")	SQ YD	1832.0	\$5.00	1832.00	0.00	1832.00	\$ 9,160.00
105	TYPE SP 12.5 WEARING COURSE MIX (3,F)(SPWEB340F)	TON	8747.0	\$60.00	8969.24	0.00	8969.24	\$ 538,154.52
106	TYPE SP 12.5 NON WEAR COURSE MIX (3,F)(SPNWB330F)	TON	3957.0	\$60.00	4024.03	0.00	4024.03	\$ 241,441.68
107	RECONSTRUCT STONE RETAINING WALL	LUMP SUM	1.0	\$2,000.00	1.00	0.00	1.00	\$ 2,000.00

No.	Item	Unit	Contract	Unit	Previous	Current	Quantity	Amount
			Est. Quantity	Unit Price	Quantity	Quantity	To Date	To Date
108	INSTALL SIGN & PLANTER WALL	LUMP SUM	1.0	\$2,350.00	1.00	0.00	1.00	\$ 2,350.00
109	4" PERF TP PIPE DRAIN	LIN FT	749.0	\$9.00	700.00	0.00	700.00	\$ 6,300.00
110	4" PVC PIPE DRAIN CLEANOUT	EACH	8.0	\$150.00	8.00	0.00	8.00	\$ 1,200.00
111	ADJUST GATE VALVE	EACH	7.0	\$500.00	5.00	0.00	5.00	\$ 2,500.00
112	ADJUST FRAME & RING CASTING	EACH	15.0	\$600.00	15.00	0.00	15.00	\$ 9,000.00
113	5" CONCRETE WALK	SQ FT	2815.0	\$8.00	2815.00	0.00	2815.00	\$ 22,520.00
114	5" CONCRETE WALK SPECIAL	SQ FT	954.0	\$30.00	954.00	0.00	954.00	\$ 28,820.00
115	6" CONCRETE WALK	SQ FT	8023.0	\$11.00	8308.80	0.00	8308.80	\$ 91,396.80
116	3" BITUMINOUS WALK (SPWEA330B)	SQ FT	102568.0	\$1.25	100327.30	0.00	100327.30	\$ 125,409.13
117	CONCRETE CURB & GUTTER DESIGN B612	LIN FT	99.0	\$24.00	123.00	0.00	123.00	\$ 2,952.00
118	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	12346.0	\$13.00	12984.40	0.00	12984.40	\$ 168,927.20
119	CONCRETE CURB & GUTTER DESIGN B618 (MODIFIED)	LIN FT	0.0	\$25.00	0.00	0.00	0.00	\$ -
120	CONCRETE CURB & GUTTER DESIGN D412	LIN FT	836.0	\$23.00	546.00	0.00	546.00	\$ 12,558.00
121	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	51.0	\$80.00	125.30	0.00	125.30	\$ 10,024.00
122	CONCRETE CURB DESIGN V	LIN FT	13.0	\$41.00	174.50	0.00	174.50	\$ 7,154.50
123	TRUNCATED DOMES	SQ FT	1233.0	\$45.00	1328.00	0.00	1328.00	\$ 59,760.00
124	CONCRETE VALLEY GUTTER	SQ FT	2242.0	\$7.50	2243.90	0.00	2243.90	\$ 16,829.25
125	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	1000.0	\$15.00	0.00	0.00	0.00	\$ -
126	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337-ANCHORED	LIN FT	500.0	\$26.00	0.00	0.00	0.00	\$ -
127	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	2000.0	\$3.00	0.00	0.00	0.00	\$ -
128	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DES 8337-ANCHORED	LIN FT	1000.0	\$10.00	0.00	0.00	0.00	\$ -
129	BITUMINOUS CURB (MODIFIED)	LIN FT	40.0	\$10.00	41.00	0.00	41.00	\$ 410.00
130	RELOCATE MAILBOX	EACH	2.0	\$750.00	2.00	0.00	2.00	\$ 1,500.00
131	INSTALL BOULDERS	EACH	7.0	\$130.00	3.50	0.00	3.50	\$ 455.00
132	CONCRETE LANDSCAPE EDGER	LIN FT	80.0	\$13.00	0.00	0.00	0.00	\$ -
133	INSTALL LANDSCAPE ROCK	SQ YD	20.0	\$21.00	20.00	0.00	20.00	\$ 420.00
134	EQUIPMENT PAD	EACH	1.0	\$1,500.00	1.00	0.00	1.00	\$ 1,500.00
135	INSTALL SERVICE CABINET	EACH	1.0	\$1,700.00	1.00	0.00	1.00	\$ 1,700.00
136	INSTALL LIGHT POLE	EACH	1.0	\$1,050.00	1.00	0.00	1.00	\$ 1,050.00
137	IMPACT ATTENUATOR	ASSEMBLY	4.0	\$1,250.00	0.00	0.00	0.00	\$ -
138	RELOCATE IMPACT ATTENUATOR	ASSEMBLY	8.0	\$315.00	0.00	0.00	0.00	\$ -
139	ORNAMENTAL IRON FENCE	LIN FT	432.0	\$75.00	432.00	0.00	432.00	\$ 32,400.00
140	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	1.0	\$1,500.00	1.00	0.00	1.00	\$ 1,500.00
141	TRAFFIC CONTROL	LUMP SUM	1.0	\$60,000.00	1.00	0.00	1.00	\$ 60,000.00
142	DETOUR SIGNING	LUMP SUM	1.0	\$7,000.00	1.00	0.00	1.00	\$ 7,000.00
143	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	300.0	\$52.00	275.00	0.00	275.00	\$ 14,300.00
144	CONSTRUCTION SIGN-SPECIAL	SQ FT	100.0	\$21.00	63.00	0.00	63.00	\$ 1,323.00
145	OBJECT MARKER TYPE X4-2	EACH	4.0	\$60.00	4.00	0.00	4.00	\$ 240.00
146	OBJECT MARKER TYPE X4-4	EACH	4.0	\$80.00	0.00	0.00	0.00	\$ -
147	SIGN PANELS TYPE C	SQ FT	552.0	\$35.00	552.00	0.00	552.00	\$ 19,320.00

No.	Item	Unit	Contract		Unit Price	Previous Quantity	Current Quantity	Quantity		Amount	
			Est.	Quantity				To Date	To Date		
148	SIGN PANELS TYPE D	SQ FT	5.0		\$50.00	5.00	0.00	5.00	\$	250.00	
149	INSTALL SIGN TYPE SPECIAL	EACH	1.0		\$160.00	1.00	0.00	1.00	\$	160.00	
150	ADJUST HANDHOLE	EACH	6.0		\$500.00	6.00	0.00	6.00	\$	3,000.00	
151	REVISE SIGNAL SYSTEM A	SYSTEM	1.0		\$40,000.00	1.00	0.00	1.00	\$	40,000.00	
152	REVISE SIGNAL SYSTEM B	SYSTEM	1.0		\$30,000.00	1.00	0.00	1.00	\$	30,000.00	
153	CONIFEROUS TREE 6' HT B&B	TREE	4.0		\$450.00	7.00	0.00	7.00	\$	3,150.00	
154	DECIDUOUS TREE 1 5' CAL B&B	TREE	18.0		\$510.00	22.00	0.00	22.00	\$	11,220.00	
155	PERENNIAL 4" CONT	PLANT	17.0		\$13.00	0.00	0.00	0.00	\$	-	
156	STABILIZED CONSTRUCTION EXIT	EACH	3.0		\$750.00	1.00	0.00	1.00	\$	750.00	
157	STORM DRAIN INLET PROTECTION	EACH	132.0		\$125.00	135.00	0.00	135.00	\$	16,875.00	
158	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	1000.0		\$5.00	3615.00	0.00	3615.00	\$	18,075.00	
159	SILT FENCE, TYPE M5	LIN FT	2601.0		\$3.00	0.00	0.00	0.00	\$	-	
160	COMMON TOPSOIL BORROW	CU YD	1238.0		\$37.00	1812.00	0.00	1812.00	\$	67,044.00	
161	FERTILIZER TYPE 3	POUND	804.0		\$1.00	861.00	0.00	861.00	\$	861.00	
162	SODDING TYPE LAWN	SQ YD	15776.0		\$5.50	5663.55	0.00	5663.55	\$	31,149.53	
163	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	3376.0		\$2.00	16478.50	0.00	16478.50	\$	32,957.00	
164	RAPID STABILIZATION METHOD 4	SQ YD	500.0		\$2.00	71.12	0.00	71.12	\$	142.24	
165	SEEDING	ACRE	1.0		\$400.00	3.86	0.00	3.86	\$	1,544.00	
166	RAPID STABILIZATION METHOD 2	ACRE	5.0		\$1,250.00	1.00	0.00	1.00	\$	1,250.00	
167	SEED MIXTURE 35-221	POUND	31.0		\$27.00	140.70	0.00	140.70	\$	3,798.90	
168	MULCH MATERIAL TYPE 6	SQ YD	43.0		\$10.00	43.00	0.00	43.00	\$	430.00	
169	INTERIM PAVEMENT MARKING	LUMP SUM	1.0		\$5,000.00	1.00	0.00	1.00	\$	5,000.00	
170	4" SOLID LINE PAINT	LIN FT	32981.0		\$0.15	33606.00	0.00	33606.00	\$	5,040.90	
171	12" SOLID LINE PAINT	LIN FT	1229.0		\$2.10	1229.00	0.00	1229.00	\$	2,580.90	
172	24" SOLID LINE PAINT	LIN FT	399.0		\$5.00	664.00	0.00	664.00	\$	3,320.00	
173	4" BROKEN LINE PAINT	LIN FT	2450.0		\$0.15	3260.00	0.00	3260.00	\$	489.00	
174	4" DOUBLE SOLID LINE PAINT	LIN FT	2810.0		\$0.30	2810.00	0.00	2810.00	\$	843.00	
175	12" SOLID LINE PREFORM TAPE GROUND IN	LIN FT	778.0		\$15.00	778.00	0.00	778.00	\$	11,670.00	
176	24" SOLID LINE PREFORM TAPE GROUND IN	LIN FT	227.0		\$27.00	227.00	0.00	227.00	\$	6,128.00	
177	PAVEMENT MESSAGE PAINT	SQ FT	2256.0		\$2.75	2255.70	0.00	2255.70	\$	6,203.18	
<b>TOTAL PART 5 - STREETS</b>										<b>\$ 3,701,763.55</b>	
<b>PART 6 - CONDUIT (APPLE VALLEY)</b>											
178	SPLICE VAULT	EACH	2.0		\$3,800.00	2.00	0.00	2.00	\$	7,600.00	
179	2" HDPE CONDUIT INCL TRACER WIRE	LIN FT	1097.0		\$4.50	1097.00	0.00	1097.00	\$	4,938.50	
<b>TOTAL PART 6 - CONDUIT (APPLE VALLEY)</b>										<b>\$ 12,538.50</b>	
<b>PART 7 - CONDUIT (DAKOTA COUNTY)</b>											
180	SPLICE VAULT - DAKOTA COUNTY	EACH	8.0		\$3,900.00	8.00	0.00	8.00	\$	31,200.00	
181	2" HDPE CONDUIT INCL TRACER WIRE - DAKOTA COUNTY	LIN FT	6118.0		\$5.00	6118.00	0.00	6118.00	\$	30,590.00	

No.	Item	Unit	Contract	Unit	Previous	Current	Quantity	Amount
			Est. Quantity	Unit Price	Quantity	Quantity	To Date	To Date
TOTAL PART 7 - CONDUIT (DAKOTA COUNTY)								\$ 61,790.00
PART 8 - STORM WATER TREATMENT FACILITIES (EAST BASIN)								
182	COMMON EXCAVATION - EAST BASIN	CU YD	2682.0	\$23.00	2682.00	0.00	2682.00	\$ 61,886.00
183	PREFABRICATED MODULAR BLOCK WALL	SQ FT	1339.0	\$61.00	1339.00	0.00	1339.00	\$ 81,679.00
184	COARSE FILTER AGGREGATE (CV) - EAST BASIN	CU YD	94.0	\$48.00	94.00	0.00	94.00	\$ 4,512.00
185	6" TP PIPE DRAIN - EAST BASIN	LIN FT	9.0	\$11.00	8.00	0.00	8.00	\$ 88.00
186	6" PERF TP PIPE DRAIN - EAST BASIN	LIN FT	332.0	\$8.00	230.00	0.00	230.00	\$ 1,840.00
187	6" TP PIPE DRAIN CLEANOUT -EAST BASIN	EACH	2.0	\$250.00	2.00	0.00	2.00	\$ 500.00
188	6" TP SHUT-OFF VALVE -EAST BASIN	EACH	1.0	\$950.00	1.00	0.00	1.00	\$ 950.00
189	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 3 -EAST BASIN	EACH	1.0	\$30,000.00	1.00	0.00	1.00	\$ 30,000.00
190	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 4 -EAST BASIN	EACH	1.0	\$6,400.00	1.00	0.00	1.00	\$ 6,400.00
191	HEAVY DUTY LAWN EDGING - EAST BASIN	LIN FT	305.0	\$7.00	0.00	72.21	72.21	\$ 505.50
192	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	222.0	\$84.00	222.00	0.00	222.00	\$ 18,648.00
193	DECIDUOUS TREE 1.5" CAL B&B -EAST BASIN	TREE	8.0	\$510.00	8.00	0.00	8.00	\$ 4,080.00
194	DECIDUOUS SHRUB NO 3 CONT -EAST BASIN	SHRUB	414.0	\$62.00	414.00	0.00	414.00	\$ 25,668.00
195	DECIDUOUS SHRUB NO 5 CONT -EAST BASIN	SHRUB	73.0	\$70.00	73.00	0.00	73.00	\$ 5,110.00
196	PERENNIAL 2.25" CONT -EAST BASIN	PLANT	302.0	\$10.00	302.00	0.00	302.00	\$ 3,020.00
197	ENGINEERED BIORETENTION SOIL BORROW -EAST BASIN	CU YD	189.0	\$42.00	189.00	0.00	189.00	\$ 7,938.00
198	EROSION CONTROL BLANKETS CATEGORY 3N -EAST BASIN	SQ YD	1021.0	\$1.50	1409.00	0.00	1409.00	\$ 2,113.50
199	MULCH MATERIAL TYPE 6 -EAST BASIN	SQ YD	1409.0	\$6.50	1409.00	0.00	1409.00	\$ 9,158.50
TOTAL PART 8 - STORM WATER TREATMENT FACILITIES (EAST BASIN)								\$ 263,896.50
PART 9 - STORM WATER TREATMENT FACILITIES (WEST BASIN)								
200	COMMON EXCAVATION - WEST BASIN	CU YD	781.0	\$23.00	781.00	0.00	781.00	\$ 17,963.00
201	COARSE FILTER AGGREGATE (CV) - WEST BASIN	CU YD	85.0	\$48.00	48.00	37.00	85.00	\$ 4,080.00
202	6" TP PIPE DRAIN - WEST BASIN	LIN FT	29.0	\$11.00	22.00	7.00	29.00	\$ 319.00
203	6" PERF TP PIPE DRAIN - WEST BASIN	LIN FT	156.0	\$8.00	73.00	83.00	156.00	\$ 1,248.00
204	6" TP PIPE DRAIN CLEANOUT - WEST BASIN	EACH	2.0	\$250.00	2.00	0.00	2.00	\$ 500.00
205	6" TP SHUT-OFF VALVE - WEST BASIN	EACH	1.0	\$950.00	1.00	0.00	1.00	\$ 950.00
206	CONNECT INTO EXISTING DRAINAGE STRUCTURE - WEST BASIN	EACH	1.0	\$1,000.00	1.00	0.00	1.00	\$ 1,000.00
207	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 3 - WEST BASIN	EACH	1.0	\$30,000.00	1.00	0.00	1.00	\$ 30,000.00
208	ARTICULATED BLOCK MAT CLOSED CELL; TYPE A	SQ YD	26.0	\$85.00	26.00	0.00	26.00	\$ 2,210.00
209	HEAVY DUTY LAWN EDGING - WEST BASIN	LIN FT	270.0	\$6.50	0.00	270.00	270.00	\$ 1,755.00
210	CONIFEROUS TREE 6" HT B&B - WEST BASIN	TREE	3.0	\$450.00	3.00	0.00	3.00	\$ 1,350.00
211	DECIDUOUS TREE 1.5" CAL B&B - WEST BASIN	TREE	2.0	\$510.00	2.00	0.00	2.00	\$ 1,020.00
212	DECIDUOUS SHRUB NO 3 CONT - WEST BASIN	SHRUB	42.0	\$62.00	42.00	0.00	42.00	\$ 2,604.00
213	PERENNIAL 2.25" CONT - WEST BASIN	PLANT	1464.0	\$8.50	1464.00	0.00	1464.00	\$ 13,908.00
214	PERENNIAL 4" CONT - WEST BASIN	PLANT	892.0	\$12.50	892.00	0.00	892.00	\$ 11,150.00
215	ENGINEERED BIORETENTION SOIL BORROW - WEST BASIN	CU YD	170.0	\$42.00	125.00	35.00	160.00	\$ 6,720.00

No.	Item	Unit	Contract		Unit Price	Previous Quantity	Current Quantity	Quantity To Date	Amount	
			Est. Quantity						To Date	
216	EROSION CONTROL BLANKETS CATEGORY 3N - WEST BASIN	SQ YD	335.0		\$2.00	489.00	0.00	489.00	\$	978.00
217	MULCH MATERIAL TYPE 5 - WEST BASIN	SQ YD	489.0		\$7.00	489.00	0.00	489.00	\$	3,423.00
TOTAL PART 9 - STORM WATER TREATMENT FACILITIES (WEST BASIN)									\$	101,178.00
PART 10 - STORM WATER TREATMENT FACILITIES (NORTH CREEK GREENWAY TRAIL ITEMS)										
218	COMMON EXCAVATION - NCGT BMP	CU YD	864.0		\$23.00	864.00	0.00	864.00	\$	19,872.00
219	6" TP PIPE DRAIN - NCGT BMP	LIN FT	19.0		\$11.00	25.00	0.00	25.00	\$	275.00
220	6" PERF TP PIPE DRAIN - NCGT BMP	LIN FT	305.0		\$8.00	305.00	0.00	305.00	\$	2,440.00
221	6" TP PIPE DRAIN CLEANOUT - NCGT BMP	EACH	2.0		\$250.00	2.00	0.00	2.00	\$	500.00
222	OVERFLOW STANDPIPE	EACH	1.0		\$225.00	1.00	0.00	1.00	\$	225.00
223	FINE FILTER AGGREGATE (CV) - NCGT BMP	CU YD	108.0		\$28.00	108.00	0.00	108.00	\$	3,024.00
224	CONNECT TO EXISTING DRAINAGE STRUCTURE - NCGT BMP	EACH	2.0		\$1,000.00	2.00	0.00	2.00	\$	2,000.00
225	HEAVY DUTY EDGING - NCGT BMP	LIN FT	363.0		\$6.50	0.00	363.00	363.00	\$	2,359.50
226	DECIDUOUS SHRUB NO 3 CONT - NCGT BMP	SHRUB	57.0		\$82.00	57.00	0.00	57.00	\$	3,534.00
227	PERENNIAL 2 25" CONT - NCGT BMP	PLANT	1586.0		\$9.50	1586.00	0.00	1586.00	\$	15,067.00
228	PERENNIAL 4" CONT - NCGT BMP	PLANT	1413.0		\$12.50	1413.00	0.00	1413.00	\$	17,662.50
229	ENGINEERED BIORETENTION SOIL BORROW - NCGT BMP	CU YD	285.0		\$42.00	285.00	0.00	285.00	\$	11,130.00
230	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	601.0		\$2.00	601.00	0.00	601.00	\$	1,202.00
231	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	8.0		\$55.00	0.00	0.00	0.00	\$	-
232	MULCH MATERIAL TYPE 6	SQ YD	518.0		\$6.50	518.00	0.00	518.00	\$	3,367.00
TOTAL PART 10 - STORM WATER TREATMENT FACILITIES (NORTH CREEK GREENWAY TRAIL ITEMS)									\$	82,658.00



No.	Item	Unit	Contract Est. Quantity	Unit Unit Price	Previous Quantity	Current Quantity	Quantity To Date	Amount To Date
<b>CHANGE ORDER No. 1</b>								
	INSTALL SPLICE VAULT	EACH	2.0	\$2,250.00	2.00	0.00	2.00	\$ 4,500.00
	INSTALL 2" HDPE CONDUIT INCL TRACER WIRE	LIN FT	1100.0	\$4.40	1100.00	0.00	1100.00	\$ 4,840.00
	INSTALL 2" HDPE CONDUIT - (ADDITIONAL CONDUIT)	LIN FT	1100.0	\$3.50	1100.00	0.00	1100.00	\$ 3,850.00
	INSTALL SPLICE VAULT - DAKOTA COUNTY	EACH	5.0	\$2,250.00	5.00	0.00	5.00	\$ 11,250.00
	INSTALL 2" HDPE CONDUIT INCL TRACER WIRE - DAKOTA COUNTY	LIN FT	6200.0	\$4.93	6200.00	0.00	6200.00	\$ 30,566.00
	INSTALL 2" HDPE CONDUIT - DAKOTA COUNTY (ADDITIONAL CONDUIT)	LIN FT	6200.0	\$3.50	6200.00	0.00	6200.00	\$ 21,700.00
	SPLICE VAULT	EACH	2.0	\$3,800.00	-2.00	0.00	-2.00	\$ (7,600.00)
	2" HDPE CONDUIT INCL TRACER WIRE	LIN FT	1097.0	\$4.50	-1097.00	0.00	-1097.00	\$ (4,936.50)
	SPLICE VAULT - DAKOTA COUNTY	EACH	8.0	\$3,900.00	-8.00	0.00	-8.00	\$ (31,200.00)
	2" HDPE CONDUIT INCL TRACER WIRE - DAKOTA COUNTY	LIN FT	6118.0	\$5.00	-6118.00	0.00	-6118.00	\$ (30,590.00)
	REVISE SIGNAL SYSTEM (LOOP DETECTOR REPLACEMENT)	LUMP SUM	1.0	\$15,400.00	1.00	0.00	1.00	\$ 15,400.00
	<b>TOTAL CHANGE ORDER No. 1</b>							<b>\$ 17,778.50</b>

**CHANGE ORDER No. 2**

<b>PART 1 - TENNIS COURT LIGHTING</b>								
1	HAGEMEISTER PARK TENNIS COURT LIGHTING	LS	1	\$10,041.00	1.00	0.00	1.00	\$ 10,041.00
	<b>SUBTOTAL - TENNIS COURT LIGHTING</b>							<b>\$ 10,041.00</b>
<b>PART 2 - JCRR WEST GREENWAY CROSSWALK STRIPING</b>								
2	JCRR WEST GREENWAY CROSSWALK STRIPING	SF	2940.0	\$4.45	2940.00	0.00	2940.00	\$ 13,083.00
	<b>SUBTOTAL - JCRR WEST GREENWAY CROSSWALK STRIPING</b>							<b>\$ 13,083.00</b>
<b>PART 3 - OVER RUNS</b>								
<b>SANITARY SEWER</b>								
3A	REMOVE SEWER PIPE (SAN)	LIN FT	35.0	\$12.00	35.00	0.00	35.00	\$ 420.00
4A	CASTING ASSEMBY (SAN)	EACH	1.0	\$1,100.00	1.00	0.00	1.00	\$ 1,100.00
9A	8" PVC PIPE SEWER SDR 35 UNDER 15' DEPTH	LIN FT	15.0	\$44.00	15.00	0.00	15.00	\$ 660.00
10A	12" PVC PIPE SEWER SDR 28 OVER 15' DEPTH	LIN FT	23.0	\$66.00	23.00	0.00	23.00	\$ 1,518.00
14A	SANITARY MANHOLE 15' DEPTH AND UNDER	LIN FT	-33.8	\$470.00	33.81	0.00	33.81	\$ 15,891.20
	<b>SUBTOTAL - SANITARY SEWER</b>							<b>\$ 19,689.20</b>
<b>STORM SEWER</b>								
66A	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	1.6	\$1,200.00	1.61	0.00	1.61	\$ 1,936.80
	<b>SUBTOTAL - STORM SEWER</b>							<b>\$ 1,936.80</b>
<b>STREETS</b>								
88A	REMOVE BITUMINOUS PAVEMENT	SQ YD	1612.3	\$2.00	1612.30	0.00	1612.30	\$ 3,224.60
98A	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	617.2	\$23.00	617.20	0.00	617.20	\$ 14,195.60
103A	AGGREGATE BASE CLASS 5	TON	0.0	\$13.00	1183.28	0.00	1183.28	\$ 15,382.80
113A	5" CONCRETE WALK	SQ FT	1568.4	\$8.00	1568.40	0.00	1568.40	\$ 12,547.20
114A	5" CONCRETE WALK SPECIAL	SQ FT	999.2	\$30.00	999.20	0.00	999.20	\$ 29,976.00
	<b>SUBTOTAL - STREETS</b>							<b>\$ 75,326.00</b>

No.	Item	Unit	Contract	Unit	Previous	Current	Quantity	Amount
			Est. Quantity	Unit Price	Quantity	Quantity	To Date	To Date
	<b>CO #1 - VAULT</b>							
	INSTALL SPLICE VAULT - DAKOTA COUNTY	EACH	1.0	\$2,250.00	1.00	0.00	1.00	\$ 2,250.00
	<b>SUBTOTAL - CO# VAULT</b>							\$ 2,250.00
	<b>TOTAL CHANGE ORDER No. 2</b>							\$ 122,226.00

**WORK COMPLETE**

<b>TOTAL PART 1 - SANITARY SEWER</b>	<b>\$182,620.00</b>
<b>TOTAL PART 2 - WATER MAIN</b>	<b>\$172,562.50</b>
<b>TOTAL PART 3 - SERVICES</b>	<b>\$16,928.00</b>
<b>TOTAL PART 4 - STORM SEWER</b>	<b>\$973,918.00</b>
<b>TOTAL PART 5 - STREETS</b>	<b>\$3,701,763.55</b>
<b>TOTAL PART 6 - CONDUIT (APPLE VALLEY)</b>	<b>\$12,536.80</b>
<b>TOTAL PART 7 - CONDUIT (DAKOTA COUNTY)</b>	<b>\$61,790.00</b>
<b>TOTAL PART 8 - STORM WATER TREATMENT FACILITIES (EAST BASIN)</b>	<b>\$263,896.50</b>
<b>TOTAL PART 9 - STORM WATER TREATMENT FACILITIES (WEST BASIN)</b>	<b>\$101,178.00</b>
<b>TOTAL PART 10 - STORM WATER TREATMENT FACILITIES (NORTH CREEK GREENWAY TRAIL ITEMS)</b>	<b>\$82,668.00</b>
<b>TOTAL CHANGE ORDER No. 1</b>	<b>\$17,779.50</b>
<b>TOTAL CHANGE ORDER NO. 2</b>	<b>\$122,226.00</b>
<b>TOTAL WORK COMPLETE</b>	<b>\$5,708,877.55</b>

**PROJECT PAYMENT STATUS**

OWNER CITY OF APPLE VALLEY

Project File No. 2017-109

CONTRACTOR McNamara Contracting, Inc.

**CHANGE ORDERS**

No.	Date	Description	Amount
1	10/24/2019	CONDUIT & LOOP CHANGE ORDER	\$17,779.50
2	3/11/2021	LIGHTING, CROSS WALK STRIPING, OVER RUNS	\$122,226.00
<b>Total Change Orders</b>			<b>\$140,005.50</b>

**PAYMENT SUMMARY**

No.	From	To	Payment	Retainage	Completed
1			\$584,582.88	\$30,767.52	\$615,350.40
2			\$921,442.62	\$79,264.50	\$1,585,290.00
3			\$819,540.02	\$122,398.20	\$2,447,963.72
4			\$1,526,973.70	\$202,765.22	\$4,055,304.44
5			\$559,536.36	\$232,214.50	\$4,644,290.08
6			\$646,105.61	\$266,220.06	\$5,324,401.25
7			\$155,880.70	\$274,424.31	\$5,488,486.20
8			\$385,835.94	\$5,000.00	\$5,604,897.83
9			\$100,372.72	\$1,000.00	\$5,701,270.55
10ANDFINAL			\$9,607.00		\$5,709,877.55

**Material on Hand**

Total Payment to Date	\$5,709,877.55	Original Contract	\$5,587,129.05
Retainage Pay No. 10ANDFINAL		Change Orders	\$30,862.50
Total Amount Earned	\$5,709,877.55	Revised Contract	\$5,617,991.55









# 2017-109 PV#10 and FINAL unsigned

Final Audit Report

2025-03-18

Created:	2025-03-14
By:	Shawna Nelson (Shawna.Nelson@applevalleymn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwY00ybSn4BZEtG8GkSHNpib0qa4noT6i

## "2017-109 PV#10 and FINAL unsigned" History

-  Document created by Shawna Nelson (Shawna.Nelson@applevalleymn.gov)  
2025-03-14 - 8:32:56 PM GMT
-  Document emailed to Brandon Anderson (Brandon.Anderson@applevalleymn.gov) for signature  
2025-03-14 - 8:33:01 PM GMT
-  Email viewed by Brandon Anderson (Brandon.Anderson@applevalleymn.gov)  
2025-03-14 - 8:45:16 PM GMT
-  Document e-signed by Brandon Anderson (Brandon.Anderson@applevalleymn.gov)  
Signature Date: 2025-03-14 - 8:46:04 PM GMT - Time Source: server
-  Document emailed to Matt Saam (matt.saam@applevalleymn.gov) for signature  
2025-03-14 - 8:46:05 PM GMT
-  Email viewed by Matt Saam (matt.saam@applevalleymn.gov)  
2025-03-18 - 9:49:26 PM GMT
-  Document e-signed by Matt Saam (matt.saam@applevalleymn.gov)  
Signature Date: 2025-03-18 - 9:52:25 PM GMT - Time Source: server
-  Agreement completed.  
2025-03-18 - 9:52:25 PM GMT



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.Z.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Acceptance and Final Payment on Agreement with Hawkins, Inc., for Project 2024-139, 2024 Outdoor Pool Water Management

**Staff Contact:**

Eric Carlson - Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve acceptance and final payment on Agreement with Hawkins, Inc., for Project 2024-139, 2024 Outdoor Pool Water Management, in the amount of \$29,620.83.

**SUMMARY:**

Hawkins, Inc., has completed work at the Apple Valley Family Aquatic Center and Redwood Outdoor Pool as stated in the 2024 Outdoor Pool Water Management Agreement. All final paperwork has been submitted to the City. Staff has found the work satisfactory and recommends authorization of final payment to Hawkins, Inc., in the amount of \$29,620.83 to complete this agreement.

**BACKGROUND:**

Written quotations were solicited for the purpose of providing water treatment at Apple Valley Family Aquatic Center and Redwood Pool for the 2024 summer season. Hawkins, Inc., was awarded the contract agreement in the amount of \$88,862.50. The payments were broken into three installments, one for each month of service (June, July, and August).

**BUDGET IMPACT:**

Funds have been allocated within the 2024 Budget for this service.

**ATTACHMENTS:**

Final Pay Documents

CITY OF APPLE VALLEY, MINNESOTA  
APPLICATION FOR PAYMENT

DATE: March 17, 2025

FOR PERIOD: FINAL

PROJECT: Project 2024-139, 2024 Outdoor Pool Water Mgmt From 6/1/24 To 8/31/24

CONTRACTOR: Hawkins, Inc.

REQUEST FOR PAYMENT NO. FINAL

ADDRESS: 2381 Rosegate

Roseville, MN 55113

SUMMARY:

1.	Original Contract Amount	<u>\$88,862.50</u>
2.	Change Order - ADDITION	<u>\$N/A</u>
3.	Change Order - DEDUCTION	<u>\$N/A</u>
4.	Revised Contract Amount	<u>\$88,862.00</u>
5.	Total Completed and Stored to Date	<u>\$59,241.67</u>
6.	Less Retainage <u>0</u> %	<u>\$N/A</u>
7.	Total Earned Less Retainage	<u>\$88,862.50</u>
8.	Less Amount Paid Previously	<u>\$59,241.67</u>
9.	AMOUNT DUE THIS CURRENT REQUEST	<u>\$29,620.83</u>

The undersigned Contractor certifies that to the best of his knowledge, information and belief, the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by him for work for which previous payments were received from the City and that current payment shown herein is now due.

Contractor: Hawkins, Inc.

By: Jeffrey Oldenkamp, Executive VP

Recommended for Payment

By: Eric Carlson

ATTACH ITEMIZED INVOICE

Title: Parks & Recreation Director

Date: March 18, 2025

Original



Hawkins, Inc.  
2381 Rosegate  
Roseville, MN 55113  
Phone: (612) 331-6910

# INVOICE

Total Invoice	<b>\$29,620.83</b>
Invoice Number	6845405
Invoice Date	8/23/24
Sales Order Number/Type	4586895 SO
Branch Plant	56
Shipment Number	5481012

Sold To: 107428  
ACCOUNTS PAYABLE  
CITY OF APPLE VALLEY  
7100 147th St W  
Accounts Payable  
Apple Valley MN 55124-7519

Ship To: 121460  
CITY OF APPLE VALLEY  
311 Cty Rd 42  
Redwood Pool  
Apple Valley MN 55124

RECEIVED by Apple Valley Finance

Received By: Brandi Aitkin

Date Received: 8/23/24

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
10/7/24	Net 45	PPD Origin	HWTG	August billing		046

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
22.000	P123	HWTG Project Billing	N	1.0000	EA	\$29620.830	EA	0. LB	\$29,620.83
				1.0000	EA			0. GW	

23.000	14420	Sodium Bicarbonate	N	4.0000	BG	\$0.0000	LB	200.0 LB	\$0.00
		50 LB BG (Pool Grade)		200.0000	LB			204.0 GW	

Lot/SN: 0001755241

\*\*\*\*\* Receive Your Invoice Via Email \*\*\*\*\*

Please contact our Accounts Receivable Department via email at [Credit.Dept@HawkinsInc.com](mailto:Credit.Dept@HawkinsInc.com)  
or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate	Sales Tax
0 %	\$0.00

**Invoice Total** **\$29,620.83**

**No Discounts on Freight**  
**IMPORTANT:** All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.  
**NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.**

CHECK REMITTANCE:  
Hawkins, Inc.  
P.O. Box 860263  
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:  
Email: [Credit.Dept@Hawkinsinc.com](mailto:Credit.Dept@Hawkinsinc.com)

Phone Number: (612) 617-8581  
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:  
US Bank  
800 Nicollet Mall  
Minneapolis, MN 55402

Account Name: Hawkins, Inc.  
Account #: 180120759469  
ABA/Routing #: 091000022  
Swift Code#: USBKUS44IMT  
Type of Account: Corporate Checking

ACH PAYMENTS:  
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.  
For other than CTX, the remit to information may be emailed to [Credit.Dept@Hawkinsinc.com](mailto:Credit.Dept@Hawkinsinc.com)

CASH IN ADVANCE/EFT PAYMENTS:  
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

[www.hawkinsinc.com](http://www.hawkinsinc.com)

Job# 190567



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.AA.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Personnel Report.

**Staff Contact:**

Jamie Haefner, Human Resources Manager

**Department / Division:**

Human Resources Division

**ACTION REQUESTED:**

Approve the personnel report.

**SUMMARY:**

The employment actions attached to this memo are recommended for City Council approval.

**BACKGROUND:**

The City Council's approval of the Personnel Report includes the ratification of the city Administrator's actions in carrying out the terms and conditions of the employment of the City personnel.

**BUDGET IMPACT:**

Budgeted positions.

**ATTACHMENTS:**

Personnel Report



## EMPLOYMENT ACTIONS

The following employment actions are recommended for City Council approval:

First Name	Last Name	Action	Position	Status	Dept.	Base Pay Rate	Pay Type	Pay Scale	Date (on or about)
Aaron	Bangh	Rehire	Seasonal Maintenance I	Casual, Seasonal	5365	\$ 20.55	Hourly	SMI	5/15/2025
Sydney	Banks	Rehire	Pool Manager	Casual, Seasonal	1940	\$ 26.40	Hourly	SMI	6/10/2025
Isaac	Bone	Hire	Golf Outside Service Attendant	Casual, Seasonal	2205	\$ 14.30	Hourly	C-01	3/24/2025
Gene	Bowman	Hire	Sales Clerk	Casual, Variable Hour	5020	\$ 15.95	Hourly	L-1	3/24/2025
Ryan	Brouchet	Rehire	Seasonal Maintenance I	Casual, Seasonal	1710	\$ 19.35	Hourly	SMI	5/15/2025
John	Celt	Rehire	Golf Outside Service Attendant	Casual, Seasonal	2205	\$ 14.30	Hourly	C-01	3/24/2025
Donald	Cook	Rehire	Golf Outside Service Attendant	Casual, Seasonal	2205	\$ 15.10	Hourly	C-01	3/24/2025
Cade	Denny	Hire	Seasonal Maintenance I	Casual, Seasonal	2205	\$ 18.75	Hourly	SM1	3/24/2025
Ava	Gross	Rehire	Recreation Program Leader	Casual, Seasonal	1800	\$ 15.05	Hourly	C-02	5/27/2025
Cindy	Hansen	Hire	Golf Outside Service Attendant	Casual, Seasonal	2205	\$ 14.30	Hourly	C-01	3/24/2025
Jon	Holle	Accept Resignation	Police Officer	Full-Time, Regular	1200				9/3/2025
Amira	Horton-Wilson	Rehire	Golf Outside Service Attendant	Casual, Seasonal	2205	\$ 14.30	Hourly	C-01	3/24/2025
Elizabeth	Jennison	Rehire	Recreation Program Leader	Casual, Seasonal	1800	\$ 15.05	Hourly	C-02	5/27/2025
Jackson	Kunze	Rehire	Seasonal Maintenance I	Casual, Seasonal	1710	\$ 18.75	Hourly	SMI	5/15/2025
Reed	Luczak	Rehire	Pool Manager	Casual, Seasonal	1940	\$ 27.27	Hourly	SMI	6/10/2025
Roger	Mardikian	Rehire	Seasonal Maintenance I	Casual, Seasonal	2205	\$ 19.35	Hourly	SM1	3/24/2025
Carter	Marsh	Hire	Seasonal Maintenance I	Casual, Seasonal	1710	\$ 18.75	Hourly	SMI	5/15/2025
Richard	McCarthy	Rehire	Seasonal Maintenance I	Casual, Seasonal	2205	\$ 18.75	Hourly	SM1	3/24/2025
Hannah	Olson	Rehire	Pool Manager	Casual, Seasonal	1940	\$ 26.40	Hourly	SMI	6/10/2025
Blair	Poitrass	Rehire	Golf Shop Attendant	Casual, Seasonal	2205	\$ 16.15	Hourly	C-01	3/24/2025
Leah	Rumon	Rehire	Professional Intern	Casual, Seasonal	1710	\$ 22.75	Hourly	SM2	5/15/2025
Andrew	Slater	Rehire	Golf Outside Service Attendant	Casual, Seasonal	2205	\$ 14.30	Hourly	C-01	3/24/2025
Steve	Spychalla	Rehire	Seasonal Maintenance II	Casual, Seasonal	1710	\$ 21.40	Hourly	SM2	5/15/2025
Emerson	Stattman	Hire	Golf Outside Service Attendant	Casual, Seasonal	2205	\$ 14.30	Hourly	C-01	3/24/2025

The Council's approval of the Personnel Report includes the ratification of the City Administrator's actions in carrying out the terms and conditions of the employment of the City personnel.

First Name	Last Name	Action	Position	Status	Dept.	Base Pay Rate	Pay Type	Pay Scale	Date (on or about)
Nathan	Stephenson	Rehire	Seasonal Maintenance I	Casual, Seasonal	5305	\$ 19.35	Hourly	SM1	3/24/2025
Andrew	Tennessen	Hire	Seasonal Maintenance I	Casual, Seasonal	1710	\$ 18.75	Hourly	SMI	5/15/2025
Brent	Thorfinnson	Promotion	Working Foreman	Full-Time, Regular	1530	\$ 43.25	Hourly	UMW	4/5/2025
Zach	Thureen	Rehire	Seasonal Maintenance I	Casual, Seasonal	2205	\$ 18.75	Hourly	SM1	3/24/2025
Susan	Walter	Hire	Public Works GIS/Asset Management Technician	Full-Time, Regular	5305	\$ 35.50	Hourly	150	4/7/2025
Alexa	Wright	Rehire	Recreation Program Assistant	Casual, Seasonal	1800	\$ 14.30	Hourly	C-03	5/27/2025

The Council’s approval of the Personnel Report includes the ratification of the City Administrator’s actions in carrying out the terms and conditions of the employment of the City personnel.



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.AB.  
March 27, 2025  
Consent Agenda

<b>Description:</b>	
Approve Claims and Bills	
<b>Staff Contact:</b>	<b>Department / Division:</b>
Ron Hedberg, Finance Director	Finance Department

**ACTION REQUESTED:**

Approve claims and bills.

**SUMMARY:**

Attached for City Council review and approval are check registers for recent claims and bills.

**BACKGROUND:**

N/A

**BUDGET IMPACT:**

Check registers dated March 6, 2025, and March 12, 2025, in the amounts of \$1,392,549.42, and \$1,004,150.42, respectively.

**ATTACHMENTS:**

Claims and Bills

Claims and Bills

2/27/2025 -- 3/7/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>33931</b>	<b>3/7/2025</b>		<b>100101 ACE HARDWARE</b>							
		3.59-	DISCOUNT		484633	350138100127	1530.6333		GENERAL-CASH DISCOUNTS	FLEET & BUILDINGS-CMF
		35.97	PAINT SUPPLIES - CMF		484633	350138100127	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		32.38								
<b>33932</b>	<b>3/7/2025</b>		<b>100389 ALPHAGRAPHICS</b>							
		44.01	INTERNAL AFFAIRS WARNING FORMS		484469	134077	1200.6239		PRINTING	POLICE MANAGEMENT
		44.01								
<b>33933</b>	<b>3/7/2025</b>		<b>153995 AMAZON CAPITAL SERVICES</b>							
		241.82	SHOP TOOLS/SAW ELECTRICAL		484547	11C91YTQNTG7	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		506.97	GPU SANDBOX PC		484970	13HQGGJY1DXC	1210.6211		SMALL TOOLS & EQUIPMENT	POLICE FIELD OPERATIONS/PATROL
		148.94	VACUUM		484526	13JWLNJ31J3X	1900.6211		SMALL TOOLS & EQUIPMENT	AV COMMUNITY CENTER
		62.79	EXTRA DUTY RECEP COVER		484587	143VPM4LC4R9	1340.6229		GENERAL SUPPLIES	FIRE BLDG & GROUNDS MNTC
		34.98	PARTS		484532	14R1G9JWN3L7	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		113.82	SHOP-LIGHTS		484533	161MTVRFD7WH	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		64.87	CHAINSAW HOLDER AND SCREWS		484943	17J6TCNXGJDX	2240.6229		GENERAL SUPPLIES	GOLF EQUIPMENT MAINTENANCE
		81.50	BLOWER RACK PLAYGROUND TRUCK		484920	17J6TCNXVM4C	1720.6211		SMALL TOOLS & EQUIPMENT	PARK GROUNDS MAINTENANCE
		75.68	CLOVER HOLDER		484945	1CQQXR7HX7VJ	2270.6229		GENERAL SUPPLIES	GOLF FOOD & BEVERAGE
		82.47-	PUZZLE RETURN		484948	1DC176MKFTJ	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		222.00	REPLACEMENT TOOL BATTERIES		484541	1DJM6W3KPDYW	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		55.88	SAFETY EQUIPMENT - EAR PLUGS		484550	1DQCVJHTJVLF	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		42.97	BANQUET UTENSILS		484577	1DWYLRWK4YV	1300.6229		GENERAL SUPPLIES	FIRE MANAGEMENT
		22.46	CARBURETOR KIT		484944	1G3YMFJHFP7	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE
		73.98	NETWORK SWITCH		484630	1K7MCCDQYJGG	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		85.00	DRILL FOR SHOP		484931	1MWJ19JN3KDC	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		13.99	COMPUTER MOUSE		484527	1RF6J1XFD3T4	1900.6210		OFFICE SUPPLIES	AV COMMUNITY CENTER
		21.89	WET FLOOR SIGNS		484527	1RF6J1XFD3T4	1900.6229		GENERAL SUPPLIES	AV COMMUNITY CENTER
		63.37	BATHROOM TOWEL HOLDER		484917	1RF6J1XFVL31	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		86.94	PROGRAM SUPPLIES		484977	1TRQMGH4CDNG	1920.6229		GENERAL SUPPLIES	SENIOR CENTER
		83.97	PARTS		484603	1TWX9XC96WM6	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		46.04-	PUZZLE RETURN		484947	1VXT9MPYRLX9	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		37.18	FLASH DRIVE		484604	1XXKW7N17HT4	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		60.00-	DISC GOLF SET RETURN MWF		484946	1Y1HK1VDVTY6	1800.6229		GENERAL SUPPLIES	REC PROGRAM GENERAL
		1,952.49								
<b>33934</b>	<b>3/7/2025</b>		<b>152035 AV FIREFIGHTERS RELIEF ASSOC</b>							
		1,542.00	FF BANQUET MEAL		484962	20250222	1300.6399		OTHER CHARGES	FIRE MANAGEMENT
		1,542.00								
<b>33935</b>	<b>3/7/2025</b>		<b>100709 BATTERIES PLUS BULBS</b>							

2/27/2025 -- 3/7/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
33935	3/7/2025		<b>100709 BATTERIES PLUS BULBS</b>						<b>Continued...</b>	
		155.70	BATTERIES		484462	P80236359	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC
		155.70								
33936	3/7/2025		<b>149719 BAYCOM</b>							
		2,989.00	CAMERA REPAIR AND CHARGERS		484969	EQUIPINV053904	1210.6265		REPAIRS-EQUIPMENT	POLICE FIELD OPERATIONS/PATROL
		2,989.00								
33937	3/7/2025		<b>149273 BLACKFIRE CREATIVE</b>							
		188.00	SQUAD DECALS		484529	8177	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		188.00								
33938	3/7/2025		<b>158313 CITY WIDE FACILITY SOLUTIONS</b>							
		1,350.56	CONTRACTUAL CLEANING - CMF MAR		484910	32009031388	1530.6240		CLEANING SERVICE/GARBAGE REMOVFLEET & BUILDINGS-CMF	
		2,895.00	CONTRACTUAL CLEANING - MC		484911	42009015201	1060.6240		CLEANING SERVICE/GARBAGE REMOVMUNICIPAL BLDG & GROUNDS MNTC	
		4,245.56								
33939	3/7/2025		<b>123296 CTM SERVICES</b>							
		655.22	MOTOR FOR ICE SHAVER		484572	7683	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		655.22								
33940	3/7/2025		<b>119052 CUSTOM HOSE TECH INC</b>							
		454.92	MOWER PARTS		484967	124765	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		454.92								
33941	3/7/2025		<b>117768 DRAIN PRO PLUMBING</b>							
		275.00	LOWER LEVEL DRAIN REPAIR MC		484609	77519	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		275.00								
33942	3/7/2025		<b>101365 ECM PUBLISHERS INC</b>							
		59.40	LEGAL AD - ORDINANCE 1137		484468	1036150	1015.6239		PRINTING	CITY CLERK/ELECTIONS
		59.40								
33943	3/7/2025		<b>143883 ENVIROTECH SERVICES INC</b>							
		6,934.95	DEICING CHEMICAL - APEX C		484902	CD202508101	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		6,934.95								
33944	3/7/2025		<b>144557 EXECUTIVE OUTDOOR SERVICES LLC</b>							
		950.00	FALL CLEANUP EDUC BLDG		484924	2764	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		1,650.00	FALL CLEAN UP - CEMETERY		484898	2765	5605.6249		OTHER CONTRACTUAL SERVICES	CEMETERY
		775.00	MUNICIPAL LOT PLOWING		484963	2800	2097.6249		OTHER CONTRACTUAL SERVICES	CENTRAL VILLAGE PARKING LOT

2/27/2025 -- 3/7/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
33944	3/7/2025		<b>144557 EXECUTIVE OUTDOOR SERVICES LLC</b>						<b>Continued...</b>	
		810.00	EXEC. OUTDOOR-PLOWING-ED BLDG		484971	2801	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		4,185.00								
33945	3/7/2025		<b>120313 FASTENAL COMPANY</b>							
		122.60	SHOP SUPPLIES		484602	MNLAK209298	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		122.60								
33946	3/7/2025		<b>100420 FISCHER MINING, LLC</b>							
		356.83	FILL SAND FROM FISCHER PIT		484557	178481	5330.6229		GENERAL SUPPLIES	WTR MAIN/HYDRANT/CURB STOP MNT
		639.35	RC BASE & FILL SAND FOR BINS		484579	178489	5330.6229		GENERAL SUPPLIES	WTR MAIN/HYDRANT/CURB STOP MNT
		996.18								
33947	3/7/2025		<b>100177 FLUEGEL ELEVATOR INC</b>							
		99.98	STRAW BLANKET 140 SEWER REPAIR		484607	2739753	5375.6229	2025127S	GENERAL SUPPLIES	SEWER MAINTENANCE AND REPAIR
		99.98								
33948	3/7/2025		<b>101056 FORCE AMERICA DISTRIBUTING LLC</b>							
		882.00	PARTS - #382		484900	IN0012043030	1610.6215		EQUIPMENT-PARTS	STREET/BOULEVARD REPAIR & MNTC
		882.00								
33949	3/7/2025		<b>156110 GOODPOINTE TECHNOLOGY, LLC</b>							
		843.70	PAVEMENT MANAGEMENT SURVEY -24		484907	4596REV	1510.6235		CONSULTANT SERVICES	PW ENGINEERING & TECHNICAL
		843.70								
33950	3/7/2025		<b>100217 GRAINGER, INC.</b>							
		108.59	DISCS FOR GRINDER		484916	9410686175	1730.6211		SMALL TOOLS & EQUIPMENT	PARK BUILDING MAINTENANCE
		108.59								
33951	3/7/2025		<b>100233 HOTSYS MINNESOTA</b>							
		419.18	VEHICLE SOAP		484598	24408	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		419.18								
33952	3/7/2025		<b>137297 HUMERATECH</b>							
		672.00	SR CNTR HVAC VALVE REPLACEMENT		484966	250152	1920.6265		REPAIRS-EQUIPMENT	SENIOR CENTER
		672.00								
33953	3/7/2025		<b>148586 JONES &amp; BARTLETT LEARNING, LLC</b>							
		170.17	FIRE OFFICER TEXTBOOKS (2)		484581	1076367	1310.6229		GENERAL SUPPLIES	FIRE TRAINING
		170.17								

2/27/2025 -- 3/7/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>33954</b>	<b>3/7/2025</b>		<b>100279 LAW ENFORCEMENT LABOR SERVICES</b>						<b>Continued...</b>	
		146.00	UNION DUES		484422	226251105263	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		146.00								
<b>33955</b>	<b>3/7/2025</b>		<b>119049 MED COMPASS</b>							
		393.90	HEARING TESTS - STREET		484615	46931B	1600.6235		CONSULTANT SERVICES	STREET MANAGEMENT
		92.70	HEARING TESTS - FLEET		484616	46931C	1530.6235		CONSULTANT SERVICES	FLEET & BUILDINGS-CMF
		115.85	HEARING TEST		484618	46931D	5305.6235		CONSULTANT SERVICES	WATER MGMT/REPORT/DATA ENTRY
		23.17	HEARING TEST		484961	46931E	5505.6229		GENERAL SUPPLIES	STORM DRAIN MNTC/RPR/SUMPS
		23.18	HEARING CONSULTANT		484960	46931F	1520.6235		CONSULTANT SERVICES	NATURAL RESOURCES
		69.55	HEARING TESTS		484613	46931G	1510.6249		OTHER CONTRACTUAL SERVICES	PW ENGINEERING & TECHNICAL
		139.05	HEARING TEST		484617	46931J	5365.6235		CONSULTANT SERVICES	SEWER MGMT/REPORTS/DATA ENTRY
		23.17	HEARING TEST		484614	46931L	5305.6235		CONSULTANT SERVICES	WATER MGMT/REPORT/DATA ENTRY
		23.17	K. OTTO 2025 HEARING TEST		484530	46931M	1900.6235		CONSULTANT SERVICES	AV COMMUNITY CENTER
		903.74								
<b>33956</b>	<b>3/7/2025</b>		<b>156194 METRO ALARM &amp; LOCK</b>							
		237.36	MC FIRE ALARM TESTING		484610	85987	1060.6249		OTHER CONTRACTUAL SERVICES	MUNICIPAL BLDG & GROUNDS MNTC
		153.68	FS1 FIRE ALARM BATTERIES (2)		484471	85988	1340.6249		OTHER CONTRACTUAL SERVICES	FIRE BLDG & GROUNDS MNTC
		153.68	HAYES ANNUAL FIRE INSPECTION		484558	85989	5265.6249		OTHER CONTRACTUAL SERVICES	ARENA 2 BLDG MAINTENANCE-HAYES
		237.36	ANNUAL FIRE/SAFETY SERVICE		484467	85990	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		153.68	FS3 FIRE ALARM ANNUAL TESTING		484588	86007	1340.6249		OTHER CONTRACTUAL SERVICES	FIRE BLDG & GROUNDS MNTC
		153.68	AVCC FIRE ALARM TESTING		484974	86008	1900.6249		OTHER CONTRACTUAL SERVICES	AV COMMUNITY CENTER
		304.95	FS2 FIRE ALARM ANNUAL TESTING		484589	86009	1340.6249		OTHER CONTRACTUAL SERVICES	FIRE BLDG & GROUNDS MNTC
		1,394.39								
<b>33957</b>	<b>3/7/2025</b>		<b>100609 MGX EQUIPMENT SERVICES LLC</b>							
		259.75	PLOW PARTS - #325		484935	PSO0884991	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		1,508.43	PLOW PARTS - #323		484935	PSO0884991	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		1,768.18								
<b>33958</b>	<b>3/7/2025</b>		<b>100348 MTI DISTRIBUTING CO</b>							
		254.26	MOWER PARTS		484551	146230000	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		258.42	KIT, BUSHING, FLANGE		484950	146285400	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE
		399.15	MOWER PARTS		484933	146310700	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		911.83								
<b>33959</b>	<b>3/7/2025</b>		<b>146279 NORDIC MECHANICAL SERVICES, I</b>							
		626.72	ED.BLDG. - HVAC WORK		484972	77289	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		350.00	ED.BLDG. - HVAC WORK		484953	77290	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		1,142.65	DELANEY FURNACE REPAIR		484968	77377	1730.6266		REPAIRS-BUILDING	PARK BUILDING MAINTENANCE

2/27/2025 -- 3/7/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
33959	3/7/2025		146279 NORDIC MECHANICAL SERVICES, I						Continued...	
		2,119.37								
33960	3/7/2025		150632 OERTEL ARCHITECTS							
		4,138.00	AE DESIGN FEE FOR PD PROJECT		484965	212232	4432.6235	2021172G	CONSULTANT SERVICES	2024A CAPITAL PROJECTS CIP EXP
		4,138.00								
33961	3/7/2025		157610 PETERSON COUNSELING AND CONSULTING LLC							
		430.00	MENTAL HEALTH SERVICES FEB		484573	20250220	7205.6235		CONSULTANT SERVICES	INSURANCE CLAIMS
		430.00								
33962	3/7/2025		100385 PLUNKETT'S PEST CONTROL INC							
		80.25	AVCC PEST CONTROL PROGRAM		484525	9009038	1900.6249		OTHER CONTRACTUAL SERVICES	AV COMMUNITY CENTER
		80.25	HAYES PEST CONTROL		484570	9009218	5265.6249		OTHER CONTRACTUAL SERVICES	ARENA 2 BLDG MAINTENANCE-HAYES
		160.50								
33963	3/7/2025		120496 RENT N' SAVE PORTABLE SERVICES							
		56.00	PORTABLE TOILETS		484934	81762	1720.6310		RENTAL EXPENSE	PARK GROUNDS MAINTENANCE
		165.00	MWF PORTABLE TOILETS		484934	81762	1800.6310		RENTAL EXPENSE	REC PROGRAM GENERAL
		221.00								
33964	3/7/2025		158457 SAFARI RAW							
		252.96	K9 FOOD		484632	222725	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		224.96	K9 FOOD		484631	222726	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		477.92								
33965	3/7/2025		100829 SHAMROCK GROUP INC							
		77.00	CO2		484942	3122061	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		77.00								
33966	3/7/2025		100524 SOUTHERN GLAZERS WINE AND SPIRITS OF MN							
		4,145.57	LIQ#1	00050756	484872	2588838	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		82.00	TAX#1	00050756	484873	2588839	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		3,150.60	WINE#1	00050756	484887	2588840	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1,175.49	LIQ#2	00050756	484878	2588841	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1,789.98	WINE#2	00050756	484891	2588842	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		1,563.11	LIQ#3	00050756	484881	2588854	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		526.12	WINE#3	00050756	484894	2588855	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		7,287.19	LIQ#1	00050756	484875	2591462	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		47.00	TAX#1	00050756	484876	2591463	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		902.60	WINE#1	00050756	484889	2591464	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES



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33966	3/7/2025		<b>100524 SOUTHERN GLAZERS WINE AND SPIRITS OF MN</b>						<b>Continued...</b>	
		1,683.63	LIQ#2	00050756	484879	2591466	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		242.44	WINE#2	00050756	484892	2591467	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		6,096.28	LIQ#3	00050756	484882	2591484	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		216.00	TAX#3	00050756	484883	2591485	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		1,331.52	WINE#3	00050756	484895	2591486	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		987.51	LIQ#3	00050756	484884	2591487	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		9,205.86	LIQ#1	00050756	484874	2594140	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		104.00	TAX#1	00050756	484877	2594141	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		2,544.70	WINE#1	00050756	484890	2594142	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		4,598.29	LIQ#2	00050756	484880	2594144	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1,452.56	WINE#2	00050756	484893	2594145	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		6,579.11	LIQ#3	00050756	484885	2594159	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1,089.12	WINE#3	00050756	484896	2594160	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		96.00-	CMWINE#1	00050756	484886	9627230	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		80.00-	CMWINE#1	00050756	484888	9628356	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		56,624.68								
33967	3/7/2025		<b>100457 STREICHERS INC</b>							
		44.99	WILSON UNIFORMS		484528	11743864	1210.6281		UNIFORM/CLOTHING ALLOWANCE	POLICE FIELD OPERATIONS/PATROL
		44.99								
33968	3/7/2025		<b>147107 SUNBELT RENTALS, INC.</b>							
		847.96	MWF HEATER RENTAL		484578	1647551470001	1800.6399		OTHER CHARGES	REC PROGRAM GENERAL
		847.96								
33969	3/7/2025		<b>100471 TOLL GAS &amp; WELDING SUPPLY</b>							
		139.96	WELDING SUPPLIES		484536	10604168	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		155.03	WELDING HELMET		484932	10605609	1770.6211		SMALL TOOLS & EQUIPMENT	PARK GENERAL MAINTENANCE
		294.99								
33970	3/7/2025		<b>130206 TOUCHING WORLDS LLC</b>							
		320.00	TAI CHI INSTRUCTOR		484470	20250226	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		320.00								
33971	3/7/2025		<b>137344 TRAFERA LLC</b>							
		138.00	SERVER DRIVE CADDIES		484584	1001250728	1200.6265		REPAIRS-EQUIPMENT	POLICE MANAGEMENT
		138.00								
33972	3/7/2025		<b>100481 TRI-STATE BOBCAT INC</b>							
		108.52	BOBCAR COUPLER		484951	P33096	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE

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33972	3/7/2025		<b>100481 TRI-STATE BOBCAT INC</b>						<b>Continued...</b>	
		2,048.08	BOBCAT REPAIR		484596	W07160	2240.6265		REPAIRS-EQUIPMENT	GOLF EQUIPMENT MAINTENANCE
		<u>2,156.60</u>								
33973	3/7/2025		<b>143618 TURFWERKS</b>							
		40.00-	RETURN PARTS		462148	JC11460	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		587.26	FERTILIZER SPREADER PARTS		484571	J196592	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		<u>547.26</u>								
33974	3/7/2025		<b>100486 TWIN CITY GARAGE DOOR CO</b>							
		2,720.00	BUILDING 3 GARAGE DOOR REPAIR		484903	398361098	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		2,550.00	NEW GARAGE DOOR OPENER - CMF		484912	401603856	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		1,726.55	CMF GARAGE DOOR REPAIR		484913	414286615	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		327.00	CMF GARAGE DOOR REPAIR		484621	414403367	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		<u>7,323.55</u>								
33975	3/7/2025		<b>118830 UHL COMPANY, INC.</b>							
		1,575.00	HVAC REPAIRS - CMF		484906	69443A	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		<u>1,575.00</u>								
33976	3/7/2025		<b>126509 WATER CONSERVATION SERVICE</b>							
		978.80	LEAK DETECTION @ 2 WM BREAKS		484580	14756	5330.6249		OTHER CONTRACTUAL SERVICES	WTR MAIN/HYDRANT/CURB STOP MNT
		<u>978.80</u>								
322444	3/5/2025		<b>120949 AIRGAS USA LLC</b>							
		31.68	WELDING GAS		484552	9158154454	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE
		31.70	WELDING GAS		484552	9158154454	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		31.68	WELDING GAS		484552	9158154454	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC
		31.69	WELDING GAS		484552	9158154454	5390.6229		GENERAL SUPPLIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		<u>126.75</u>								
322445	3/5/2025		<b>100023 ANDERSEN INC, EARL F</b>							
		55.00	SIGN REPLACEMENT		484619	138687IN	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		235.00	TSAC SIGNS - ENERGY WAY		484620	138689IN	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		872.25	SIGN HARDWARE		484909	138703IN	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		<u>1,162.25</u>								
322446	3/5/2025		<b>154253 APPLE FORD LINCOLN</b>							
		396.36	POL VEHICLE LEASE-MAR		484591	20250228	1215.6310		RENTAL EXPENSE	POLICE DETECTIVE UNIT
		<u>396.36</u>								

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322447	3/5/2025		<b>163070 ARCHITECTURAL PANEL SYSTEMS INC</b>						<b>Continued...</b>	
		321,012.60	POLICE OPERATIONS GARAGE-PMT 3		484543	20250131	4432.6810	2021172G	CONSTRUCTION IN PROGRESS	2024A CAPITAL PROJECTS CIP EXP
		321,012.60								
322448	3/5/2025		<b>118892 ASPEN MILLS</b>							
		180.46	CHIN DRESS UNIFORM		484575	348771	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		139.01	GRASS DRESS UNIFORM		484582	348967	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		120.60	GRASS UNIFORM		484955	349315	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		164.12	WATERMAN UNIFORM		484956	349316	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		604.19								
322449	3/5/2025		<b>109954 BERRY COFFEE COMPANY</b>							
		201.95	COFFEE		484608	1047515	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		201.95								
322450	3/5/2025		<b>162682 BOSTEL, ANH NGUYET</b>							
		357.00	FDIC 2025-BOSTEL-INDIANAPOLIS		476526	20241009	1310.6278		SUBSISTENCE ALLOWANCE	FIRE TRAINING
		357.00								
322451	3/5/2025		<b>100296 BREAKTHRU BEVERAGE MIN - BEER</b>							
		152.00	BREAKTHRU BEER		484940	120081592	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		165.40	BREAKTHRU BEER		484939	120082210	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		317.40								
322452	3/5/2025		<b>163379 BUECKSLER, JOSHUA</b>							
		161.98	4 PR JEANS - J BUECKSLER		484554	20250218	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		161.98								
322453	3/5/2025		<b>116142 CARGILL INCORPORATED</b>							
		3,078.70	CLEAR LANE DE-ICER (23.63 T)		484908	2910658787	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		6,526.23	CLEAR LANE DE-ICER (50.09 T)		484905	2910672280	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		5,998.55	CLEAR LANE DE-ICER (46.04 T)		484914	2910677912	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		9,520.29	CLEAR LANE DE-ICER (73.07 T)		484904	2910683577	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		2,883.30	CLEAR LANE DE-ICER (22.13 T)		484937	2910697344	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		28,007.07								
322454	3/5/2025		<b>163374 CENTRAL TRAILER SALES</b>							
		3,388.93	TRAILER FOR ATHLETICS		484959	39881	1715.6211		SMALL TOOLS & EQUIPMENT	PARK ATHLETIC FIELD MAINTENANC
		3,388.93								
322455	3/5/2025		<b>151149 CHEM-AQUA, INC.</b>							

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<b>322455</b>	<b>3/5/2025</b>		<b>151149 CHEM-AQUA, INC.</b>						<b>Continued...</b>	
		290.85	WATER TREATMENT CONTRACT		484625	9038363	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		290.85								
<b>322456</b>	<b>3/5/2025</b>		<b>163378 CHILD, ZACKERY</b>							
		90.00	2 PR JEANS - Z CHILD		484555	20250216	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		90.00								
<b>322457</b>	<b>3/5/2025</b>		<b>100282 CINTAS CORPORATION</b>							
		49.99	AVCC RUG SERVICE		484524	4220926650	1900.6240		CLEANING SERVICE/GARBAGE REMOVAV	COMMUNITY CENTER
		9.50	SHOP COVERALLS		484601	4221076419	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		13.51	SHOP COVERALLS		484601	4221076419	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		44.48	STREETS COVERALLS		484601	4221076419	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		155.75	CINTAS LINENS		484949	4221397346	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		10.80	FLOOR MATS		484941	4221776910	5065.6240		CLEANING SERVICE/GARBAGE REMOVLIQUOR #2 OPERATIONS	
		168.45	CINTAS LINENS		484958	4222126476	2270.6240		CLEANING SERVICE/GARBAGE	GOLF FOOD & BEVERAGE
		3.84	ENTRY RUG REPLACEMENT		484979	4222408331	1920.6240		CLEANING SERVICE/GARBAGE REMOVSENIOR CENTER	
		49.99	AVCC RUG SERVICE		484976	4222408432	1900.6240		CLEANING SERVICE/GARBAGE REMOVAV	COMMUNITY CENTER
		506.31								
<b>322458</b>	<b>3/5/2025</b>		<b>162944 CONSTRUCTION SYSTEMS INC</b>							
		14,623.35	POLICE OPERATIONS GARAGE-PMT 2		484545	20250131	4432.6810	2021172G	CONSTRUCTION IN PROGRESS	2024A CAPITAL PROJECTS CIP EXP
		14,623.35								
<b>322459</b>	<b>3/5/2025</b>		<b>162681 COSTA, DEMETRIA</b>							
		357.00	FDIC 2025-COSTA-INDIANAPOLIS		476525	20241009	1310.6278		SUBSISTENCE ALLOWANCE	FIRE TRAINING
		357.00								
<b>322460</b>	<b>3/5/2025</b>		<b>100129 DAKOTA AWARDS &amp; ENGRAVING</b>							
		42.75	PAR TAGS-10, GEAR RACK TAG-1		484623	29004	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		42.75								
<b>322461</b>	<b>3/5/2025</b>		<b>100555 DAKOTA COUNTY CHIEFS OF POLICE</b>							
		800.00	DAKOTA CHIEFS MEMBERSHIP		484079	20250211	1200.6280		DUES & SUBSCRIPTIONS	POLICE MANAGEMENT
		800.00								
<b>322462</b>	<b>3/5/2025</b>		<b>100123 DAKOTA COUNTY FINANCIAL SERVIC</b>							
		23.33	800 MHZ FEES (1) JAN		484593	5502975	1600.6249		OTHER CONTRACTUAL SERVICES	STREET MANAGEMENT
		23.33	800 MHZ FEES (1) JAN		484593	5502975	1500.6249		OTHER CONTRACTUAL SERVICES	PW MANAGEMENT
		46.66	800 MHZ FEES (2) JAN		484593	5502975	1530.6249		OTHER CONTRACTUAL SERVICES	FLEET & BUILDINGS-CMF
		1,353.14	800 MHZ JAN (58)		484593	5502975	1330.6249		OTHER CONTRACTUAL SERVICES	FIRE OPERATIONS

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322462	3/5/2025		<b>100123 DAKOTA COUNTY FINANCIAL SERVIC</b>						<b>Continued...</b>	
		2,286.34	800 MHZ JAN (98)		484593	5502975	1200.6280		DUES & SUBSCRIPTIONS	POLICE MANAGEMENT
		23.33	800 MHZ FEES (1) JAN		484593	5502975	5305.6249		OTHER CONTRACTUAL SERVICES	WATER MGMT/REPORT/DATA ENTRY
		3,756.13								
322463	3/5/2025		<b>145240 ECOLAB PEST ELIM DIV</b>							
		75.67	ECO LAB PEST- ED BLDG.		484952	7436273	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		75.67								
322464	3/5/2025		<b>161984 EMANUELSON PODAS</b>							
		4,275.00	PD OPS COMMISSIONING SERVICES		484568	29479	4432.6235	2021172G	CONSULTANT SERVICES	2024A CAPITAL PROJECTS CIP EXP
		4,275.00								
322465	3/5/2025		<b>102254 ENVIRONMENTAL EQUIPMENT &amp; SERVICES INC</b>							
		9,401.00	#324 SWEEPER CLM #CP413813		484964	24671	7205.6399		OTHER CHARGES	INSURANCE CLAIMS
		9,401.00								
322466	3/5/2025		<b>161427 FIBERBUILT MANUFACTURING INC</b>							
		2,929.12	DRIVING RANGE MATS		484564	SIP08534	2220.6229		GENERAL SUPPLIES	GOLF DRIVING RANGE
		2,929.12								
322467	3/5/2025		<b>161093 FRED KOLKMANN TENNIS &amp; SPORT SURFACES LL</b>							
		25,000.00	PLANS & SPEC FOR NEW PB COURTS		484569	25007	2347.6235	PR230064	CONSULTANT SERVICES	JOHNNY CAKE RIDGE WEST PARK
		25,000.00								
322468	3/5/2025		<b>133962 GEHRKE, ROGER</b>							
		12.84	UB REFUND 158 CHAPARRAL DR		484561	20250227A	5301.4997		WATER/SEWER ACCT REFUNDS	WATER & SEWER FUND REVENUE
		12.84								
322469	3/5/2025		<b>101328 GOVCONNECTION INC</b>							
		74.27	LAPTOP BATTERY REPLACEMENT		484583	76193041	1030.6211		SMALL TOOLS & EQUIPMENT	INFORMATION TECHNOLOGY
		1,274.16	LCD MONITORS (4)		484599	76193174	1030.6725		CAPITAL OUTLAY-OFFICE EQUIP	INFORMATION TECHNOLOGY
		1,348.43								
322470	3/5/2025		<b>158460 HALLBERG ENGINEERING</b>							
		2,539.20	FS 2 COMMISSIONING SERVICES		484567	36340	4432.6235	2021170G	CONSULTANT SERVICES	2024A CAPITAL PROJECTS CIP EXP
		2,539.20								
322471	3/5/2025		<b>128972 HOISINGTON KOEGLER GROUP INC</b>							
		125.00	FINDLAY PK DESIGN & PLAN		484594	240582	2338.6235	PR230064	CONSULTANT SERVICES	FINDLAY PARK
		250.00	LONGRIDGE PK DESIGN & PLAN		484594	240582	2353.6235	PR230064	CONSULTANT SERVICES	LONGRIDGE PARK



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<b>322471</b>	<b>3/5/2025</b>		<b>128972 HOISINGTON KOEGLER GROUP INC</b>						<b>Continued...</b>	
		250.00	TINTAH PK DESIGN & PLAN		484594	240582	2366.6235	PR230064	CONSULTANT SERVICES	TINTAH PARK
		300.00	COBBLESTONE SE DESIGN & PLAN		484594	240582	2331.6235	PR230064	CONSULTANT SERVICES	COBBLESTONE LAKE PARK
		320.00	DUCHESS PK DESIGN & PLAN		484594	240582	2334.6235	PR230064	CONSULTANT SERVICES	DUCHESS PARK
		337.50	PENNOCK PK DESIGN & PLAN		484594	240582	2358.6235	PR230064	CONSULTANT SERVICES	PENNOCK PARK
		350.00	FAITH PK DESIGN & PLAN		484594	240582	2336.6235	PR230064	CONSULTANT SERVICES	FAITH PARK
		375.00	LARGEN PK DESIGN & PLAN		484594	240582	2351.6235	PR230064	CONSULTANT SERVICES	LARGEN PARK
		375.00	CEDAR KNOLLS DESIGN & PLAN		484594	240582	2329.6235	PR230064	CONSULTANT SERVICES	CEDAR KNOLLS PARK
		393.75	GREEHLEAF NORTH DESIGN & PLAN		484594	240582	2341.6235	PR230064	CONSULTANT SERVICES	GREENLEAF PARK
		568.75	HAGEMEISTER PK DESIGN & PLAN		484594	240582	2342.6235	PR230064	CONSULTANT SERVICES	HAGEMEISTER PARK
		653.75	CARROLLWOOD PK DESIGN & PLAN		484594	240582	2327.6235	PR230064	CONSULTANT SERVICES	CARROLLWOOD PARK
		653.75	APPLE PONDS DESIGN & PLAN		484594	240582	2323.6235	PR230064	CONSULTANT SERVICES	APPLE PONDS PARK
		662.50	MOELLER PK DESIGN & PLAN		484594	240582	2354.6235	PR230064	CONSULTANT SERVICES	MOELLER PARK
		677.50	CHAPARRAL PK DESIGN & PLAN		484594	240582	2330.6235	PR230064	CONSULTANT SERVICES	CHAPARRAL PARK
		678.75	BELMONT DESIGN & PLAN		484594	240582	2325.6235	PR230064	CONSULTANT SERVICES	BELMONT PARK
		730.00	CEDAR ISLES PK DESIGN & PLAN		484594	240582	2328.6235	PR230064	CONSULTANT SERVICES	CEDAR ISLES PARK
		846.25	AV EAST DESIGN & PLANNING		484594	240582	2324.6235	PR230064	CONSULTANT SERVICES	APPLE VALLEY EAST PARK
		872.50	DELANEY PK DESIGN & PLAN		484594	240582	2332.6235	PR230064	CONSULTANT SERVICES	DELANEY PARK
		9,837.93	NEIGH. PARK DESIGN & PLANNING		484594	240582	2302.6235	PR230064	CONSULTANT SERVICES	PARKS REF - GENERAL UNASSIGNED
		3,750.20	PED BIKE PLAN CONSULT SERVICES		484899	240592	1500.6235	2024112G	CONSULTANT SERVICES	PW MANAGEMENT
		23,008.13								
<b>322472</b>	<b>3/5/2025</b>		<b>163403 HSR MSP LLC</b>							
		100.50	UB REFUND 7420 157TH ST W		484562	20250227B	5301.4997		WATER/SEWER ACCT REFUNDS	WATER & SEWER FUND REVENUE
		100.50								
<b>322473</b>	<b>3/5/2025</b>		<b>103314 INNOVATIVE OFFICE SOLUTIONS</b>							
		98.51	AVCC PAPER, TAPE, LABELS, ETC.		484523	IN4749876	1900.6210		OFFICE SUPPLIES	AV COMMUNITY CENTER
		84.73	AVCC PAPER		484522	IN4763362	1900.6210		OFFICE SUPPLIES	AV COMMUNITY CENTER
		66.20	KLEENEX		484556	IN4767640	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		83.40	WIPES PAPER HILIGHTER PENS		484556	IN4767640	1500.6210		OFFICE SUPPLIES	PW MANAGEMENT
		8.09	HIGHLIGHTERS		484626	IN4771388	1920.6210		OFFICE SUPPLIES	SENIOR CENTER
		121.46	TRASH LINERS, WINDEX		484626	IN4771388	1920.6229		GENERAL SUPPLIES	SENIOR CENTER
		28.28	MOP SOLUTION		484627	IN4772369	1920.6229		GENERAL SUPPLIES	SENIOR CENTER
		151.85	OFFICE SUPPLIES		484629	IN4772397	1200.6210		OFFICE SUPPLIES	POLICE MANAGEMENT
		13.34	WRIST PAD FOR FRONT DESK		484586	IN4773004	1021.6210		OFFICE SUPPLIES	FRONT DESK
		19.84	NOTEPADS & RUBBERBANDS-SUPPLY		484586	IN4773004	1035.6210		OFFICE SUPPLIES	FINANCE
		8.05	PUSHPINS		484624	IN4773120	1200.6210		OFFICE SUPPLIES	POLICE MANAGEMENT
		4.49	FILE TABS - FIRE		484628	IN4775730	1300.6210		OFFICE SUPPLIES	FIRE MANAGEMENT
		48.76	NITRILE GLOVES		484978	IN4777083	1920.6229		GENERAL SUPPLIES	SENIOR CENTER
		737.00								

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322473	3/5/2025		103314 INNOVATIVE OFFICE SOLUTIONS						Continued...	
322474	3/5/2025		100255 JOHNSON BROTHERS LIQUOR							
		13.83-	CMLIQ#2	00000109	484669	123201	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		21.05-	CMWINE#2	00000109	484670	123201	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		14.00-	CMLIQ#2	00000109	484671	123202	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		9.33-	CMWINE#2	00000109	484762	123920	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		5.55-	CMWINE#2	00000109	484760	123921	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		5.33-	CMWINE#2	00000109	484761	123922	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		80.00-	CMLIQ#1	00000109	484634	124637	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		2.50-	CMFREIGHT#1	00000109	484635	124637	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		3.33-	CMLIQ#3	00000109	484700	125248	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		12.76-	CMWINE#1	00000109	484733	125397	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		5.33-	CMWINE#1	00000109	484734	125398	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		17.66-	CMWINE#1	00000109	484735	125399	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		8.67-	CMWINE#3	00000109	484794	125401	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		11.33-	CMWINE#3	00000109	484793	125402	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		8.67-	CMWINE#2	00000109	484763	126096	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3,449.21	LIQ#1	00000109	484636	2727383	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		560.00	WINE#1	00000109	484637	2727383	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		46.25	FREIGHT#1	00000109	484638	2727383	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,384.44	WINE#1	00000109	484736	2727384	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		16.25	FREIGHT#1	00000109	484737	2727384	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,745.50	LIQ#1	00000109	484639	2727385	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		12.91	FREIGHT#1	00000109	484640	2727385	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		737.50	LIQ#1	00000109	484641	2727386	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		7.50	FREIGHT#1	00000109	484642	2727386	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,289.46	WINE#1	00000109	484738	2727387	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		21.25	FREIGHT#1	00000109	484739	2727387	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		228.00	LIQ#1	00000109	484643	2727388	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		3.75	FREIGHT#1	00000109	484644	2727388	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		3,280.00	WINE#1	00000109	484740	2727389	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		35.00	FREIGHT#1	00000109	484741	2727389	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		817.12	LIQ#2	00000109	484672	2727963	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		12.50	FREIGHT#2	00000109	484673	2727963	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000109	484764	2727964	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		78.40	THC#2	00000109	484674	2727965	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		924.00	LIQ#3	00000109	484701	2727966	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		6.25	FREIGHT#3	00000109	484702	2727966	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		153.56	LIQ#3	00000109	484703	2727967	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		2.50	FREIGHT#3	00000109	484704	2727967	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES

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322474	3/5/2025		100255 JOHNSON BROTHERS LIQUOR						Continued...	
		126.00	LIQ#3	00000109	484705	2727968	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1.25	FREIGHT#3	00000109	484706	2727968	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		444.00	WINE#3	00000109	484785	2727969	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		8.75	FREIGHT#3	00000109	484786	2727969	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		711.35	WINE#2	00000109	484765	2727970	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		6.25	FREIGHT#2	00000109	484766	2727970	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,504.22	LIQ#2	00000109	484675	2727971	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		80.00	WINE#2	00000109	484676	2727971	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		29.37	FREIGHT#2	00000109	484677	2727971	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		2,072.00	WINE#2	00000109	484767	2727972	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		21.25	FREIGHT#2	00000109	484768	2727972	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		120.00	TAX#2	00000109	484678	2727973	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		3.75	FREIGHT#2	00000109	484679	2727973	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,285.70	LIQ#2	00000109	484680	2727974	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		11.45	FREIGHT#2	00000109	484681	2727974	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		108.00	WINE#2	00000109	484769	2727976	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		2.50	FREIGHT#2	00000109	484770	2727976	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,392.00	LIQ#3	00000109	484707	2727977	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		28.75	FREIGHT#3	00000109	484708	2727977	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,104.00	WINE#3	00000109	484787	2727978	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		23.75	FREIGHT#3	00000109	484788	2727978	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		3,711.56	LIQ#3	00000109	484709	2727979	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		27.70	FREIGHT#3	00000109	484710	2727979	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		868.15	WINE#3	00000109	484789	2727980	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		11.25	FREIGHT#3	00000109	484790	2727980	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		179.00	LIQ#3	00000109	484711	2727981	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		2.50	FREIGHT#3	00000109	484712	2727981	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		176.00	WINE#3	00000109	484791	2727982	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		5.00	FREIGHT#3	00000109	484792	2727982	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,437.24	LIQ#1	00000109	484645	2729451	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		17.50	FREIGHT#1	00000109	484646	2729451	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		295.20	WINE#1	00000109	484742	2729452	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		3.75	FREIGHT#1	00000109	484743	2729452	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		240.00	LIQ#1	00000109	484647	2732370	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		3.75	FREIGHT#1	00000109	484648	2732370	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		600.75	WINE#1	00000109	484744	2732371	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		12.50	FREIGHT#1	00000109	484745	2732371	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		3,948.35	LIQ#1	00000109	484649	2732372	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		93.75	FREIGHT#1	00000109	484650	2732372	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES

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322474	3/5/2025		100255 JOHNSON BROTHERS LIQUOR						Continued...	
		858.10	WINE#1	00000109	484746	2732373	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		14.38	FREIGHT#1	00000109	484747	2732373	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		156.80	THC#1	00000109	484651	2732374	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		510.00	LIQ#3	00000109	484713	2732375	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		6.25	FREIGHT#3	00000109	484714	2732375	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		319.06	WINE#3	00000109	484795	2732376	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		3.75	FREIGHT#3	00000109	484796	2732376	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		3,106.35	LIQ#1	00000109	484652	2732377	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		27.50	FREIGHT#1	00000109	484653	2732377	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		84.00	WINE#1	00000109	484748	2732378	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1.25	FREIGHT#1	00000109	484749	2732378	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		72.73	WINE#2	00000109	484771	2732379	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000109	484772	2732379	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		248.00	LIQ#1	00000109	484654	2732380	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		2.50	FREIGHT#1	00000109	484655	2732380	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		24.00	WINE#1	00000109	484750	2732381	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1.25	FREIGHT#1	00000109	484751	2732381	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		80.00	LIQ#2	00000109	484682	2732382	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000109	484683	2732382	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		100.00	WINE#2	00000109	484773	2732383	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		2.50	FREIGHT#2	00000109	484774	2732383	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,520.00	LIQ#2	00000109	484684	2732384	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		32.50	FREIGHT#2	00000109	484685	2732384	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,819.50	LIQ#2	00000109	484686	2732385	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		16.25	FREIGHT#2	00000109	484687	2732385	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		264.00	LIQ#2	00000109	484688	2732386	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		2.50	FREIGHT#2	00000109	484689	2732386	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		48.00	WINE#2	00000109	484775	2732387	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		2.50	FREIGHT#2	00000109	484776	2732387	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		120.00	WINE#3	00000109	484797	2732389	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2.50	FREIGHT#3	00000109	484798	2732389	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,446.50	LIQ#3	00000109	484715	2732390	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		25.00	FREIGHT#3	00000109	484716	2732390	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,518.45	WINE#3	00000109	484799	2732391	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		17.50	FREIGHT#3	00000109	484800	2732391	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		965.85	LIQ#3	00000109	484717	2732392	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		8.75	FREIGHT#3	00000109	484718	2732392	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		225.00	LIQ#3	00000109	484719	2732393	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1.25	FREIGHT#3	00000109	484720	2732393	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES

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322474	3/5/2025		100255 JOHNSON BROTHERS LIQUOR						Continued...	
		72.00	WINE#3	00000109	484801	2732394	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		1.25	FREIGHT#3	00000109	484802	2732394	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		790.00	LIQ#1	00000109	484656	2736984	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		6.25	FREIGHT#1	00000109	484657	2736984	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		252.25	LIQ#3	00000109	484721	2736985	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1.88	FREIGHT#3	00000109	484722	2736985	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		4,252.25	WINE#3	00000109	484803	2736986	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		36.88	FREIGHT#3	00000109	484804	2736986	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,477.50	LIQ#1	00000109	484658	2736988	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		33.75	FREIGHT#1	00000109	484659	2736988	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,347.85	LIQ#1	00000109	484660	2736989	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		12.50	FREIGHT#1	00000109	484661	2736989	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		673.00	LIQ#2	00000109	484690	2736990	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		6.25	FREIGHT#2	00000109	484691	2736990	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		730.00	LIQ#3	00000109	484723	2736991	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		5.00	FREIGHT#3	00000109	484724	2736991	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		772.71	LIQ#1	00000109	484662	2736992	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		80.00	WINE#1	00000109	484663	2736992	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		7.50	FREIGHT#1	00000109	484664	2736992	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		536.92	WINE#1	00000109	484752	2736993	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		8.76	FREIGHT#1	00000109	484753	2736993	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		37.00	TAX#1	00000109	484665	2736994	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1.25	FREIGHT#1	00000109	484666	2736994	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		6,088.70	LIQ#1	00000109	484667	2736996	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		101.27	FREIGHT#1	00000109	484668	2736996	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		2,008.75	WINE#1	00000109	484754	2736997	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		23.02	FREIGHT#1	00000109	484755	2736997	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		6,964.00	WINE#1	00000109	484756	2736999	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		130.00	FREIGHT#1	00000109	484757	2736999	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		112.00	WINE#2	00000109	484777	2737000	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000109	484778	2737000	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		252.00	LIQ#3	00000109	484725	2737001	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		2.50	FREIGHT#3	00000109	484726	2737001	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		616.00	WINE#3	00000109	484805	2737002	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		7.50	FREIGHT#3	00000109	484806	2737002	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		4,068.25	WINE#2	00000109	484779	2737003	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		33.75	FREIGHT#2	00000109	484780	2737003	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		3,892.25	WINE#1	00000109	484758	2737004	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		31.25	FREIGHT#1	00000109	484759	2737004	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES

## Council Check Register by GL

## Council Check Register by Invoice &amp; Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
322474	3/5/2025		<b>100255 JOHNSON BROTHERS LIQUOR</b>						<b>Continued...</b>	
		126.00	LIQ#2	00000109	484692	2737005	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000109	484693	2737005	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,831.19	LIQ#2	00000109	484694	2737006	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		16.25	FREIGHT#2	00000109	484695	2737006	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		101.50	LIQ#2	00000109	484696	2737007	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1.88	FREIGHT#2	00000109	484697	2737007	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		88.00	WINE#2	00000109	484781	2737008	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3.13	FREIGHT#2	00000109	484782	2737008	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		80.00	LIQ#2	00000109	484698	2737009	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000109	484699	2737009	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,064.00	WINE#2	00000109	484783	2737010	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		20.00	FREIGHT#2	00000109	484784	2737010	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		404.95	LIQ#3	00000109	484727	2737011	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		5.00	FREIGHT#3	00000109	484728	2737011	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		221.30	WINE#3	00000109	484807	2737012	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		4.38	FREIGHT#3	00000109	484808	2737012	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,363.50	LIQ#3	00000109	484729	2737013	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		32.50	FREIGHT#3	00000109	484730	2737013	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		316.00	WINE#3	00000109	484809	2737014	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		6.25	FREIGHT#3	00000109	484810	2737014	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,500.94	LIQ#3	00000109	484731	2737015	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		10.21	FREIGHT#3	00000109	484732	2737015	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		6,732.00	WINE#3	00000109	484811	2737017	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		111.25	FREIGHT#3	00000109	484812	2737017	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		98,486.49								
322475	3/5/2025		<b>163376 LB CARLSON LLP</b>							
		2,687.00	AUDIT OF 2024 FINANCIALS		484597	245858	1045.6235		CONSULTANT SERVICES	INDEPENDENT AUDIT
		2,495.00	AUDIT OF 2024 FINANCIALS		484597	245858	5005.6235		CONSULTANT SERVICES	LIQUOR GENERAL OPERATIONS
		2,159.00	AUDIT OF 2024 FINANCIALS		484597	245858	5365.6235		CONSULTANT SERVICES	SEWER MGMT/REPORTS/DATA ENTRY
		2,159.00	AUDIT OF 2024 FINANCIALS		484597	245858	5305.6235		CONSULTANT SERVICES	WATER MGMT/REPORT/DATA ENTRY
		9,500.00								
322476	3/5/2025		<b>159024 LEE, TROY</b>							
		92.88	3 PR JEANS - T LEE		484553	20250218	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		92.88								
322477	3/5/2025		<b>145429 LUBE-TECH RELIABLE PLUS INC</b>							
		470.55	BULK TRACTOR HYDRAULIC FLUID		484901	3728686	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		470.56	BULK TRACTOR HYDRAULIC FLUID		484901	3728686	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE



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322477	3/5/2025		145429 LUBE-TECH RELIABLE PLUS INC						Continued...	
		941.11								
322478	3/5/2025		158941 MARSHBANK, DARREN							
		255.00	TECH COURSE-MARSHBANK-BRAINERD		484957	20250303	1225.6278		SUBSISTENCE ALLOWANCE	POLICE TRAINING
		255.00								
322479	3/5/2025		100309 MENARDS							
		28.64	WELL CLEANING SUPPLIES		484463	87755	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		13.98	PRIMER BULBS		484535	87765	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		22.94	MARKING PAINT		484538	87841	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		54.38	SHOWER REPAIR CMF		484531	87843	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		523.79	TOOL STORAGE @ CMF		484915	87858	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		21.95	WTP TOOLS		484465	87860	5325.6211		SMALL TOOLS & EQUIPMENT	WATER TREATMENT FCLTY MNTC/RPR
		21.95-	WTP TOOLS		484429	87863	5325.6211		SMALL TOOLS & EQUIPMENT	WATER TREATMENT FCLTY MNTC/RPR
		51.69	MISC. SUPPLIES/TOOLS		484611	87864	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		31.98	WTP TOOLS		484464	87866	5325.6211		SMALL TOOLS & EQUIPMENT	WATER TREATMENT FCLTY MNTC/RPR
		3.97	HOCKEY NET REPAIR		484542	87867	1725.6229		GENERAL SUPPLIES	PARK ICE RINK MAINTENANCE
		72.25-	IRRIGATION ROOM RETURN		484537	87873	1730.6211		SMALL TOOLS & EQUIPMENT	PARK BUILDING MAINTENANCE
		13.97	DISCS FOR GRINDER		484548	87902	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		74.95	CO ALARMS (5)		484576	88025	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		112.94	FLOOR SQUEEGEES, HANDLES		484576	88025	1330.6211		SMALL TOOLS & EQUIPMENT	FIRE OPERATIONS
		31.96	SANDPAPER FOR BELT SANDER		484918	88059	1730.6211		SMALL TOOLS & EQUIPMENT	PARK BUILDING MAINTENANCE
		18.99	DRILL BITS		484919	88086	1720.6211		SMALL TOOLS & EQUIPMENT	PARK GROUNDS MAINTENANCE
		21.98	IRRIGATION ROOM WORK TOOLS		484921	88104	1730.6211		SMALL TOOLS & EQUIPMENT	PARK BUILDING MAINTENANCE
		73.87	TOOL HOLDERS FOR PLAYGROUND TR		484923	88126	1730.6211		SMALL TOOLS & EQUIPMENT	PARK BUILDING MAINTENANCE
		20.55	REBAR FOR BASES		484922	88129	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		8.99	GRINDING WHEEL		484928	88162	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		12.54	DOOR KICKSTOP		484926	88163	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		5.29	TOILET REPAIR HUNTINGTON		484927	88167	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		8.97	BOUNTY PAPER TOWELS		484622	88194	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		86.72	OFFICE PAINT		484930	88207	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		11.97	METER REPAIR SUPPLIES		484466	88368	5310.6229		GENERAL SUPPLIES	WATER METER RPR/REPLACE/READNG
		3.38	BATHROOM HARDWARE		484540	88375	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		62.70	BIFF SCREEN REPAIR		484539	88377	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		5.00	PAINT FOR CMF		484612	88385	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		1,233.89								
322480	3/5/2025		144492 MN DNR ECOLOGICAL AND WATER RESOURCES							
		15,685.05	DNR WATER PERMIT (USAGE)		484897	20250213	5305.6399		OTHER CHARGES	WATER MGMT/REPORT/DATA ENTRY
		22,740.05	DNR WATER PERMIT (OVERAGE)		484897	20250213	5305.6399		OTHER CHARGES	WATER MGMT/REPORT/DATA ENTRY

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322480	3/5/2025		144492 MN DNR ECOLOGICAL AND WATER RESOURCES						Continued...	
		38,425.10								
322481	3/5/2025		100638 MN SAFETY COUNCIL							
		773.00	MN SAFETY COUNCIL 2025		484563	6072026	1020.6280		DUES & SUBSCRIPTIONS	HUMAN RESOURCES
		773.00								
322482	3/5/2025		161048 MSP METALS INC							
		45.00	METAL TO MAKE BASES		484929	100141	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		45.00								
322483	3/5/2025		101199 NCPERS MINNESOTA							
		368.00	NCPERS MARCH 2025		484592	314900032025	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		368.00								
322484	3/5/2025		116683 NORTHLAND SECURITIES							
		1,250.00	2024 ANNUAL DISCLOSURE		484606	INV1266	3207.6235		CONSULTANT SERVICES	CLOSED BOND ISSUES
		1,250.00								
322485	3/5/2025		127905 OFFICE OF MN.IT SERVICES							
		410.55	LANGUAGE LINE		484574	W25010614	1200.6237		TELEPHONE/PAGERS	POLICE MANAGEMENT
		410.55								
322486	3/5/2025		161860 OIL AIR PRODUCTS LLC							
		9,995.00	305 AUTO GREASER		484605	760619011	7440.1750		TRANSPORTATION EQUIPMNT	VERF-STREET MAINT BAL SHT
		9,995.00								
322487	3/5/2025		162943 PATRIOT ERECTORS INC							
		18,050.00	POLICE OPERATIONS GARAGE-PMT 3		484544	20250131	4432.6810	2021172G	CONSTRUCTION IN PROGRESS	2024A CAPITAL PROJECTS CIP EXP
		18,050.00								
322488	3/5/2025		100751 PHILLIPS WINE & SPIRITS INC							
		3.72-	CMLIQ#2	00000106	484828	542098	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		14.67-	CMWINE#2	00000106	484829	542098	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		56.25-	CMTAX#2	00000106	484830	542098	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		20.00-	CMWINE#2	00000106	484861	542100	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		24.06-	CMTAX#2	00000106	484827	542101	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		8.50-	CMTAX#3	00000106	484850	543250	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		6.64-	CMTAX#3	00000106	484849	543252	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		651.62	LIQ#1	00000106	484813	6928124	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		12.50	FREIGHT#1	00000106	484814	6928124	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES

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322488	3/5/2025		100751 PHILLIPS WINE & SPIRITS INC						Continued...	
		508.15	LIQ#1	00000106	484815	6928125	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		810.42	WINE#1	00000106	484816	6928125	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		26.25	FREIGHT#1	00000106	484817	6928125	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		100.25	TAX#1	00000106	484818	6928126	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		2.50	FREIGHT#1	00000106	484819	6928126	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		152.00	WINE#3	00000106	484866	6928687	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		1.25	FREIGHT#3	00000106	484867	6928687	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		600.00	LIQ#2	00000106	484831	6928688	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		4.60	FREIGHT#2	00000106	484832	6928688	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		157.10	WINE#2	00000106	484862	6928689	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		2.50	FREIGHT#2	00000106	484863	6928689	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		31.00	TAX#2	00000106	484833	6928690	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000106	484834	6928690	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		695.64	LIQ#3	00000106	484844	6928691	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		6.25	FREIGHT#3	00000106	484845	6928691	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		142.45	LIQ#3	00000106	484846	6928692	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		166.25	WINE#3	00000106	484847	6928692	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		7.50	FREIGHT#3	00000106	484848	6928692	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,647.80	LIQ#1	00000106	484820	6932227	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		20.00	FREIGHT#1	00000106	484821	6932227	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		222.35	LIQ#1	00000106	484855	6932228	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		664.43	WINE#1	00000106	484856	6932228	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		23.75	FREIGHT#1	00000106	484857	6932228	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		779.00	LIQ#2	00000106	484835	6932229	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		14.38	FREIGHT#2	00000106	484836	6932229	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,113.70	WINE#2	00000106	484864	6932230	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		33.75	FREIGHT#2	00000106	484865	6932230	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,149.79	LIQ#3	00000106	484851	6932231	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		11.25	FREIGHT#3	00000106	484852	6932231	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		878.20	WINE#3	00000106	484868	6932232	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		25.00	FREIGHT#3	00000106	484869	6932232	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		354.75	LIQ#1	00000106	484822	6935890	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		6.25	FREIGHT#1	00000106	484823	6935890	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		257.25	LIQ#1	00000106	484858	6935891	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		3,227.42	WINE#1	00000106	484859	6935891	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		110.00	FREIGHT#1	00000106	484860	6935891	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		148.00	TAX#1	00000106	484824	6935892	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		3.75	FREIGHT#1	00000106	484825	6935892	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		280.00	THC#1	00000106	484826	6935893	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES

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<b>322488</b>	<b>3/5/2025</b>		<b>100751 PHILLIPS WINE &amp; SPIRITS INC</b>						<b>Continued...</b>	
		290.15	LIQ#2	00000106	484837	6935894	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		3.75	FREIGHT#2	00000106	484838	6935894	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		51.45	LIQ#2	00000106	484839	6935895	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1,809.60	WINE#2	00000106	484840	6935895	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		57.50	FREIGHT#2	00000106	484841	6935895	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		37.80	NTAX#2	00000106	484842	6935896	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		1.25	FREIGHT#2	00000106	484843	6935896	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		380.96	LIQ#3	00000106	484853	6935897	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		5.00	FREIGHT#3	00000106	484854	6935897	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		3,136.00	WINE#3	00000106	484870	6935898	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		100.00	FREIGHT#3	00000106	484871	6935898	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		20,789.92								
<b>322489</b>	<b>3/5/2025</b>		<b>100387 POSTMASTER ST PAUL</b>							
		15,000.00	ADMIN CITY NEWSLETTERS #00419		484590	20250226	1010.6238		POSTAGE/UPS/FEDEX	ADMINISTRATION
		15,000.00								
<b>322490</b>	<b>3/5/2025</b>		<b>162680 RIKKERS, OLEG</b>							
		357.00	FDIC 2025-RIKKERS-INDIANAPOLIS		476524	20241009	1310.6278		SUBSISTENCE ALLOWANCE	FIRE TRAINING
		357.00								
<b>322491</b>	<b>3/5/2025</b>		<b>100165 RIVER COUNTRY COOPERATIVE</b>							
		1,360.08	PROPANE (613.6 GA)		484954	258969	2230.6257		UTILITIES-PROPANE/WATER/SEWER	GOLF SHOP BUILDING MAINTENANCE
		1,360.08								
<b>322492</b>	<b>3/5/2025</b>		<b>163414 ROHRBAUGH, NICOLE</b>							
		79.00	REFUND OF PROGRAM CANCELLATION		484975	83074058	1000.2410		CUSTOMER DEPOSITS	GENERAL FUND BALANCE SHEET
		79.00								
<b>322493</b>	<b>3/5/2025</b>		<b>132465 SAM'S CLUB DIRECT</b>							
		265.91	LIFE SNACKS INVENTORY		484585	202502211327	7203.6398		LIFE SNACKS	CITY WELLNESS PROGRAM
		40.98	RETIREMENT CAKE J & L REITE		484546	61818076	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		306.89								
<b>322494</b>	<b>3/5/2025</b>		<b>118355 SHI INTERNATIONAL CORP</b>							
		120,032.80	MICROSOFT ENTERPRISE LICENSING		484600	B19387696	1030.6308		SOFTWARE SUBSCRIPTIONS	INFORMATION TECHNOLOGY
		120,032.80								
<b>322495</b>	<b>3/5/2025</b>		<b>100777 THRYV</b>							
		29.13	YELLOW PAGES		484925	110115110FEB25	2205.6239		PRINTING	GOLF MANAGEMENT

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
322495	3/5/2025		100777 THRYV						Continued...	
		29.13								
322496	3/5/2025		100476 TOWN & COUNTRY GLASS							
		934.28	WINDSHIELD - #947		484936	66398	1210.6265		REPAIRS-EQUIPMENT	POLICE FIELD OPERATIONS/PATROL
		934.28								
322497	3/5/2025		109011 TSI INCORPORATED							
		28.44-	FIRE SALES TAX ADJUST		484595	91861750	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		28.44	FIRE SALES TAX ADJUST		484595	91861750	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		378.44	FIT TEST PROBE AND ISOPROPYL		484595	91861750	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		378.44								
322498	3/5/2025		124464 VALLEYWOOD GOLF COURSE							
		2,006.86	2025 AWARDS BANQUET		484566	20250222	1300.6399		OTHER CHARGES	FIRE MANAGEMENT
		2,006.86								
322499	3/5/2025		100631 VERIZON WIRELESS							
		41.64	POL CELL PHONE		484560	6105029551	1205.6237		TELEPHONE/PAGERS	POLICE RECORDS UNIT
		120.03	POL WIRELESS DATA		484560	6105029551	1205.6237		TELEPHONE/PAGERS	POLICE RECORDS UNIT
		40.01	IA1 WIRELESS DATA IPAD		484938	6105259134	5250.6237		TELEPHONE/PAGERS	ARENA 1 CONCESSIONS
		40.01	UTIL WIRELESS DATA IPAD		484938	6105259134	5305.6237		TELEPHONE/PAGERS	WATER MGMT/REPORT/DATA ENTRY
		241.69								
322500	3/5/2025		143929 W L CONSTRUCTION SUPPLY							
		419.90	RESCUE MASTER DIAMOND BLADE		484565	34816	1330.6211		SMALL TOOLS & EQUIPMENT	FIRE OPERATIONS
		419.90								
322501	3/5/2025		158735 WHITE CAP LP							
		97.69-	PARKS SALES TAX ADJUST		484973	50030255608	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		44.27-	PARKS SALES TAX ADJUST		484973	50030255608	1780.6229		GENERAL SUPPLIES	PARK HIGH SCHOOL #4 FIELDS
		44.27	PARKS SALES TAX ADJUST		484973	50030255608	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		97.69	PARKS SALES TAX ADJUST		484973	50030255608	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		589.16	MOUND CLAY		484973	50030255608	1780.6229		GENERAL SUPPLIES	PARK HIGH SCHOOL #4 FIELDS
		1,300.00	MOUND CLAY		484973	50030255608	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		1,889.16								
20250230	2/28/2025		148015 EMPOWER							
		415.00	MNDGP-ROTH 457 CONTRIBUTIONS		484428	226251105269	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		3,155.00	MNDGP-457 CONTRIBUTIONS		484428	226251105269	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		3,570.00								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20250230	2/28/2025		<b>148015 EMPOWER</b>						<b>Continued...</b>	
20250231	2/28/2025		<b>148869 EMPOWER (HCSP)</b>							
		399.21	SERGEANT HCSP FUNDING-GROSS WA		484418	2262511052610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		997.31	AFSCME HCSP FUNDING-GROSS WAGE		484418	2262511052610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,205.63	ADMIN HCSP FUNDING-GROSS WAGES		484418	2262511052610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,518.80	SCH 2 HCSP FUNDING-GROSS WAGES		484418	2262511052610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,787.50	SCH 1 HCSP FUNDING-GROSS WAGES		484418	2262511052610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,887.31	POLICE HCSP FUNDING-GROSS WAGE		484418	2262511052610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		36,242.20	HCSP FUNDING-ANN LV/COMP		484418	2262511052610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		44,037.96								
20250232	2/28/2025		<b>101238 MINNESOTA CHILD SUPPORT PAYMEN</b>							
		443.00	CHILD SUPPORT DEDUCTIONS		484425	226251105266	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		443.00								
20250233	2/28/2025		<b>157977 WEX HEALTH INC</b>							
		10,821.33	HSA EMPLOYEE FUNDING		484420	2262511052612	9000.2125		ACCRUED HSA/HRA BENEFIT	PAYROLL CLEARING BAL SHEET
		10,821.33								
20250234	2/28/2025		<b>100009 AFSCME COUNCIL #5</b>							
		1,406.71	UNION DUES		483643	212251005401	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,406.71	UNON DUES		484417	226251105261	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,813.42								
20250235	2/28/2025		<b>151440 VANTAGEPOINT TRANSFER AGENTS</b>							
		7,103.11	ROTH 457-PLAN #301171-FIRE TOO		484419	2262511052611	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		7,103.11								
20250236	2/28/2025		<b>100240 VANTAGEPOINT TRANSFER AGENTS - 457 FT</b>							
		27,982.30	ICMA-PLAN #301171-FIRE TOO		484421	226251105262	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		27,982.30								
20250237	2/28/2025		<b>126459 VANTAGEPOINT TRANSFER AGENTS - ROTH</b>							
		2,730.23	ROTH IRA-PLAN #705481		484427	226251105268	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,730.23								
20250301	3/3/2025		<b>102664 US BANK</b>							
		12,726.68	EMPLOYEE MEDICARE		484426	226251105267	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		12,726.68	CITY SHARE MEDICARE		484426	226251105267	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		36,249.76	EMPLOYEE FICA		484426	226251105267	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET



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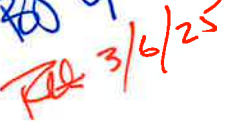
## Council Check Register by Invoice &amp; Summary

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20250301	3/3/2025		<b>102664 US BANK</b>						<b>Continued...</b>	
		36,249.76	CITY SHARE FICA		484426	226251105267	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		85,691.76	FEDERAL TAXES PR		484426	226251105267	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		<u>183,644.64</u>								
20250302	3/3/2025		<b>100657 MN DEPT OF REVENUE</b>							
		38,928.47	STATE TAX WITHHOLDING		484424	226251105265	9000.2112		ACCRUED STATE W/H	PAYROLL CLEARING BAL SHEET
		<u>38,928.47</u>								
20250303	3/3/2025		<b>100392 PUBLIC EMPLOYEES RETIREMENT AS</b>							
		73,007.65	EMPLOYEE SHARE PERA		484423	226251105264	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		96,558.59	CITY SHARE PERA		484423	226251105264	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		<u>169,566.24</u>								
		<u>1,392,549.42</u>	Grand Total							

## Payment Instrument Totals

Checks	789,280.93
EFT Payments	491,640.70
A/P ACH Payment	<u>111,627.79</u>
Total Payments	1,392,549.42

 3/6/25  
 3/6/25

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

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<u>Company</u>	<u>Amount</u>
01000 GENERAL FUND	233,035.91
02090 PARTNERS IN EDUCATION	2,812.39
02095 CENTRAL VILLAGE PARKING LOT	775.00
02200 VALLEYWOOD GOLF FUND	7,614.96
02300 PARKS REFERENDUM FUND	44,257.93
03205 CLOSED SA BOND ISSUES	1,250.00
04430 2024A CAPITAL PROJECT CIP FUND	364,638.15
05000 LIQUOR FUND	178,406.89
05200 ARENA FUND	273.94
05300 WATER & SEWER FUND	45,564.47
05500 STORM DRAINAGE UTILITY FUND	23.17
05600 CEMETERY FUND LEVEL PROGRAM	1,650.00
07200 RISK MANAGEMENT/INSURANCE FUND	10,096.91
07440 VERF-STREETS	9,995.00
09000 PAYROLL CLEARING FUND	492,154.70
Report Totals	1,392,549.42

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>33977</b>	<b>3/14/2025</b>		<b>153409 56 BREWING LLC</b>							
		168.00	BEER#2	00052517	485042	5628508	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		168.00								
<b>33978</b>	<b>3/14/2025</b>		<b>100101 ACE HARDWARE</b>							
		2.19-	DISCOUNT		485352	350133100141	1765.6333		GENERAL-CASH DISCOUNTS	PARK EQUIPMENT MAINTENANCE
		21.98	SPARK PLUGS & AIR FILTER		485352	350133100141	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		1.99-	DISCOUNT		485040	350134100119	1730.6333		GENERAL-CASH DISCOUNTS	PARK BUILDING MAINTENANCE
		19.99	AUGER BIT FOR BASE PROJECT		485040	350134100119	1730.6211		SMALL TOOLS & EQUIPMENT	PARK BUILDING MAINTENANCE
		.31-	DISCOUNT		485041	350134100130	1700.6333		GENERAL-CASH DISCOUNTS	PARK & RECREATION MANAGEMENT
		3.16	FASTENERS FOR EQUIPMENT		485041	350134100130	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		7.79-	DISCOUNT		485351	350135100138	1210.6333		GENERAL-CASH DISCOUNTS	POLICE FIELD OPERATIONS/PATROL
		95.93	NEW STAPLE GUN RANGE		485351	350135100138	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		128.78								
<b>33979</b>	<b>3/14/2025</b>		<b>147453 ADAM'S PEST CONTROL INC</b>							
		6.09-	WTP PEST CONTROL MONTHLY		485227	4056459	5325.6249		OTHER CONTRACTUAL SERVICES	WATER TREATMENT FCLTY MNTC/RPR
		6.09	WTP PEST CONTROL MONTHLY		485227	4056459	5300.2330		DUE TO OTHER GOVERNMENT	WATER & SEWER FUND BAL SHEET
		81.09	WTP PEST CONTROL MONTHLY		485227	4056459	5325.6249		OTHER CONTRACTUAL SERVICES	WATER TREATMENT FCLTY MNTC/RPR
		248.69	PEST CONTROL WELLS & BOOSTER		485221	4056460	5320.6249		OTHER CONTRACTUAL SERVICES	WATER WELL/BOOSTER STN MNT/RPR
		329.78								
<b>33980</b>	<b>3/14/2025</b>		<b>100389 ALPHAGRAPHICS</b>							
		1,274.50	CIVIC REC CARDS		485310	133927	1700.6229		GENERAL SUPPLIES	PARK & RECREATION MANAGEMENT
		1,274.50								
<b>33981</b>	<b>3/14/2025</b>		<b>153995 AMAZON CAPITAL SERVICES</b>							
		33.48	WTP LAB SUPPLIES		485220	16GK661WT1HX	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		159.00	BATTERY FOR LEAF BLOWER		484990	1DX9NNK96FNM	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		40.60	TOILET PAPER HOLDER		485000	1GQDHYMP4TCR	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		32.94	VACUUM FILTER		485322	1LDMNJGNT9PY	5065.6229		GENERAL SUPPLIES	LIQUOR #2 OPERATIONS
		61.96	LIGHTS FOR LARGE MOWERS		484999	1NLRGKTM6FCY	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		1,599.90	BASES FOR NEW FIELD AT REDWOOD		485020	1NRDLFCMF4RQ	2360.6740	PR230032	CAPITAL OUTLAY-MACH/EQUIP/OTHE	REDWOOD PARK
		3,999.75	BASES FOR NEW FIELDS AT HAYES		485020	1NRDLFCMF4RQ	2309.6740	PR230032	CAPITAL OUTLAY-MACH/EQUIP/OTHE	HAYES BASEBALL/SOFTBALL COMPLX
		79.00	BATTERY FOR IMPACT CMF		484989	1P9LF3K9CLM7	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		293.98	WASH BAY HOSES @CMF		484983	1QT3XGPL4WWN	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		100.10	LARGE TRASH BAGS,CMF		484980	1T7YD31L4PJ1	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		209.98	SHOP VAC FOR CLEANING CMF		484981	1TVFHRFD4CNX	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		325.11	GENERAL SHOP SUPPLIES CMF		484982	1YDJVWX34D13	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		6,935.80								

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33982	3/14/2025		<b>156688 ANGRY INCH BREWING</b>						<b>Continued...</b>	
		87.00	BEER#1	00052796	485045	1324	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		288.00	BEER#1	00052796	485044	1325	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		375.00								
33983	3/14/2025		<b>147438 ARBITRAGE GROUP INC, THE</b>							
		1,500.00	ARBITRAGE CALC 21B		485224	87905	3407.6399		OTHER CHARGES	'2021B GO BOND D/S EXP
		673.00	ARBITRAGE CALC 24A (CIP 38.5%)		485223	87906	3422.6399		OTHER CHARGES	2024A CIP GO BOND DS EXP
		1,077.00	ARBITRAGE CALC 24A (PARK61.5%)		485223	87906	3424.6399		OTHER CHARGES	2024A PARKS GO BOND DS EXP
		1,200.00	ARBITRAGE CALC 2022A (CIP)		485225	87907	3417.6399		OTHER CHARGES	2022A CIP BOND DS EXP
		300.00	ARBITRAGE CALC 22A (STORM)		485225	87907	5532.6399		OTHER CHARGES	2022A STORMWATER BOND DS EXP
		4,750.00								
33984	3/14/2025		<b>150791 BALD MAN BREWING</b>							
		402.00	BEER#1	00052212	485066	8850	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		402.00								
33985	3/14/2025		<b>155342 BARREL THEORY BEER CO</b>							
		360.00	BEER#3	00052690	485068	5927	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		412.00	BEER#3	00052690	485067	5954	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		772.00								
33986	3/14/2025		<b>145855 BENT BREWSTILLERY</b>							
		210.00	BEER#1	00051698	485069	14721	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		210.00								
33987	3/14/2025		<b>157857 BETTER BEV CO LLC</b>							
		268.00	THC/CBD#2	00052889	485070	187	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		268.00								
33988	3/14/2025		<b>142897 BOLTON &amp; MENK, INC.</b>							
		602.00	KELLEY PARK SURVEYING		485026	356614	2349.6235	PR230064	CONSULTANT SERVICES	KELLEY PARK
		3,132.00	GREENLEAF NORTH SURVEYING		485026	356614	2341.6235	PR230064	CONSULTANT SERVICES	GREENLEAF PARK
		3,196.00	COBBLESTONE PARK SURVEYING		485026	356614	2331.6235	PR230064	CONSULTANT SERVICES	COBBLESTONE LAKE PARK
		3,226.00	FARQUAR PARK SURVEYING		485026	356614	2337.6235	PR230064	CONSULTANT SERVICES	FARQUAR LAKE PARK
		8,759.00	FAITH PARK SURVEYING		485026	356614	2336.6235	PR230064	CONSULTANT SERVICES	FAITH PARK
		18,915.00								
33989	3/14/2025		<b>143314 CLEAR RIVER BEVERAGE</b>							
		283.25	BEER#3	00051160	485145	792222	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		10.00-	BEER#3	00051160	485144	792370	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES

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33989	3/14/2025		<b>143314 CLEAR RIVER BEVERAGE</b>						<b>Continued...</b>	
		26.63-	CMBEER#2	00051160	485143	792381	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		452.10	BEER#2	00051160	485142	792382	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		358.00	BEER#3	00051160	485146	793230	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		494.60	BEER#1	00051160	485139	793501	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		900.00	THC#1	00051160	485140	793502	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		13.33-	CMTHC#3	00051160	485147	794465	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		4.13-	CMBEER#3	00051160	485148	794465	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		699.00	THC#3	00051160	485149	794466	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		282.25	BEER#3	00051160	485150	794466	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		324.84	THC#1	00051160	485141	795726	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		3,739.95								
33990	3/14/2025		<b>150664 CLUB PROPHET SOFTWARE LLC</b>							
		100.00	CPS GOLF - REPORT ONLY		485337	INV2940258	2210.6249		OTHER CONTRACTUAL SERVICES	GOLF PRO SHOP
		100.00								
33991	3/14/2025		<b>100102 COLLEGE CITY BEVERAGE</b>							
		150.00	THC/CBD#1	00000114	485152	1111697	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		10,180.90	BEER#1	00000114	485153	1111697	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		381.39	TAX#1	00000114	485154	1111697	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		31.05-	CMBEER#2	00000114	485171	1111738	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		22.34-	CMTAX#2	00000114	485172	1111738	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		3,058.10	BEER#2	00000114	485173	1111739	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		6,872.30	BEER#3	00000114	485185	1111848	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		199.55	TAX#3	00000114	485186	1111848	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		39.00	LIQ#1	00000114	485151	1111872	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		32.80-	CMBEER#2	00000114	485174	1113164	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		150.00	THC#2	00000114	485175	1113165	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		1,343.95	BEER#2	00000114	485176	1113165	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		42.40	TAX#2	00000114	485177	1113165	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		24.80-	CMBEER#3	00000114	485187	1113248	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		345.90	LIQ#3	00000114	485188	1113249	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		100.00	THC#3	00000114	485189	1113250	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		2,252.70	BEER#3	00000114	485190	1113250	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		100.00	TAX#3	00000114	485191	1113250	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		133.25	NTAX#3	00000114	485192	1113250	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		1,379.50	LIQ#1	00000114	485155	1113480	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		300.00	THC/CBD#1	00000114	485156	1113482	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,305.85	BEER#1	00000114	485157	1113482	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		48.75	TAX#1	00000114	485158	1113482	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES

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		87.25	NTAX#1	00000114	485159	1113482	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		65.80-	CMBEER#1	00000114	485160	1115754	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		178.30	LIQ#1	00000114	485161	1115755	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		347.40	WINE#1	00000114	485162	1115755	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1,860.20	THC/CBD#1	00000114	485163	1115757	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		7,132.80	BEER#1	00000114	485164	1115757	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		200.79	TAX#1	00000114	485165	1115757	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		2,622.20	BEER#2	00000114	485179	1115867	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		27.00	TAX#2	00000114	485180	1115867	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		32.75	NTAX#2	00000114	485181	1115867	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		2,278.72	THC#3	00000114	485194	1115900	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		5,546.95	BEER#3	00000114	485195	1115900	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		448.20	TAX#3	00000114	485196	1115900	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		32.80-	CMBEER#2	00000114	485178	1115906	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		147.00	LIQ#3	00000114	485193	1115939	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		52.00	LIQ#1	00000114	485166	1117611	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		200.00	THC/CBD#1	00000114	485167	1117612	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		4,558.70	BEER#1	00000114	485168	1117612	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		78.15	TAX#1	00000114	485169	1117612	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		27.00	NTAX#1	00000114	485170	1117612	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		172.05	LIQ#2	00000114	485183	1117613	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		12.00-	CMBEER#2	00000114	485182	1117726	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		2,995.25	BEER#2	00000114	485184	1117727	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		60.00	BEER#3	00000114	485199	1117728	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		1,154.80	THC#3	00000114	485202	1117729	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		2,287.70	BEER#3	00000114	485203	1117729	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		120.95	TAX#3	00000114	485204	1117729	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		24.00-	CMBEER#3	00000114	485197	1117861	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		114.70	LIQ#3	00000114	485200	1118184	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1,628.72-	CMTHC#3	00000114	485198	1118363	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		1,504.72	THC#3	00000114	485201	1118364	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		60,744.81								
33992	3/14/2025		151767 CONFLUENCE							
		186,326.75	REDWOOD DESIGN THRU 2-20-25		485025	31293	2360.6235	PR230064	CONSULTANT SERVICES	REDWOOD PARK
		121,472.45	KELLEY DESIGN THRU 2-20-25		485022	31294	2349.6235	PR230064	CONSULTANT SERVICES	KELLEY PARK
		47,107.50	HAYES DESIGN THRU 2-20-25		485024	31307	2309.6235	PR230064	CONSULTANT SERVICES	HAYES BASEBALL/SOFTBALL COMPLEX
		354,906.70								



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33993	3/14/2025		<b>100128 DAKOTA ELECTRIC ASSOCIATION</b>						<b>Continued...</b>	
		77.63	SIGNAL 140TH/GARDENVIEW FEB		485035	200003037769FEB 25	5805.6255		UTILITIES-ELECTRIC	STREET LIGHT UTILITY FUND
		55.79	SIGNAL 140TH/HAYES FEB		485036	200003037777FEB 25	5805.6255		UTILITIES-ELECTRIC	STREET LIGHT UTILITY FUND
		17.04	GARDENVIEW DR PK SHELTER FEB		485037	200004331096FEB 25	1730.6255		UTILITIES-ELECTRIC	PARK BUILDING MAINTENANCE
		17.32	REDWOOD PKS RESTROOM FEB		485038	200004514691FEB 25	1730.6255		UTILITIES-ELECTRIC	PARK BUILDING MAINTENANCE
		18.53	15763 HEYWOOD CT FEB		485039	200010053463FEB 25	1210.6255		UTILITIES-ELECTRIC	POLICE FIELD OPERATIONS/PATROL
		<u>186.31</u>								
33994	3/14/2025		<b>159121 DANGEROUS MAN BREWING CO</b>							
		408.00	BEER#3	00052995	485229	7113	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		<u>408.00</u>								
33995	3/14/2025		<b>101365 ECM PUBLISHERS INC</b>							
		54.45	PH-MOUNT OLIVET 2ND ADD -CUP		485015	1036999	1015.6239	2025132L	PRINTING	CITY CLERK/ELECTIONS
		<u>54.45</u>								
33996	3/14/2025		<b>153432 ERIK CHRISTIANSEN DESIGN GROUP</b>							
		18,795.00	HAYES IRRIGATION DESIGN		485311	5017	2309.6235	PR230033	CONSULTANT SERVICES	HAYES BASEBALL/SOFTBALL COMPLX
		<u>18,795.00</u>								
33997	3/14/2025		<b>120313 FASTENAL COMPANY</b>							
		44.23	PLOW SUPPLIES		484994	MNLAK209373	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		118.66	AA & AAA BATTERIES-STREETS		485030	MNTC1293632	1600.6215		EQUIPMENT-PARTS	STREET MANAGEMENT
		8.42	1 AA PK BATTERIES- LIQ 1		485030	MNTC1293632	5025.6215		EQUIPMENT-PARTS	LIQUOR #1 OPERATIONS
		66.51	VARIOUS BATTERIES-UTILITIES		485030	MNTC1293632	5305.6215		EQUIPMENT-PARTS	WATER MGMT/REPORT/DATA ENTRY
		<u>237.82</u>								
33998	3/14/2025		<b>161157 GLOBAL RESERVE LLC</b>							
		180.00	THC/CBD#1	00053020	485239	14564	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		755.04	THC/CBD#3	00053020	485240	14931	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		537.00	THC/CBD#1	00053020	485238	15284	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		<u>1,472.04</u>								
33999	3/14/2025		<b>100217 GRAINGER, INC.</b>							
		31.84	SHOP SUPPLIES		484995	9417765253	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		60.38	BWT MAINTENANCE		485219	9427401287	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR

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33999	3/14/2025		100217 GRAINGER, INC.						Continued...	
		92.22								
34000	3/14/2025		144552 KENDELL DOORS & HARDWARE INC							
		2,080.00	AVCC AP ROOM LOCK CONVERSION		485315	IN111271	1900.6249		OTHER CONTRACTUAL SERVICES	AV COMMUNITY CENTER
		2,080.00								
34001	3/14/2025		100021 M AMUNDSON LLP							
		1,153.22	NTAX#1	00044390	485265	398614	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		50.54	TAX#1	00044390	485266	398614	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1,203.76								
34002	3/14/2025		119049 MED COMPASS							
		58.50	HEARING TESTS		485214	47023B	1710.6235		CONSULTANT SERVICES	PARK MAINTENANCE MANAGEMENT
		58.50								
34003	3/14/2025		152514 MEGA BEER LLC							
		443.15	BEER#1	00052423	485268	21428	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		489.25	BEER#1	00052423	485267	21710	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		932.40								
34004	3/14/2025		156194 METRO ALARM & LOCK							
		243.28	METRO ALARM QUARTERLY		485321	56329	5065.6249		OTHER CONTRACTUAL SERVICES	LIQUOR #2 OPERATIONS
		243.28								
34005	3/14/2025		100311 METRO COUNCIL ENVIRONMENTAL SV							
		341,657.22	WASTEWATER SVC-APR		485028	1184725	5380.6317		METRO WASTE CONTROL PAYMENT	SEWER LIFT STN REPAIR & MNTC
		341,657.22								
34006	3/14/2025		100609 MGX EQUIPMENT SERVICES LLC							
		37.50	PARTS - PLOW #323		485342	PSO0814302	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		360.67	PARTS - PLOW #323		484987	PSO0884992	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		398.17								
34007	3/14/2025		151869 MODIST BREWING CO LLC							
		431.35	BEER#3	00052303	485273	57187	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		195.00	BEER#2	00052303	485272	57189	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		189.20	BEER#1	00052303	485271	57384	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		815.55								
34008	3/14/2025		146279 NORDIC MECHANICAL SERVICES, I							

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34008	3/14/2025		<b>146279 NORDIC MECHANICAL SERVICES, I</b>						<b>Continued...</b>	
		350.00	BOILER INSPECTION - EDU BLDG		485324	77507	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		350.00								
34009	3/14/2025		<b>154497 PETERSON, KRAIG</b>							
		47.60	LOCAL TRAVEL		485316	20250227	5005.6277		MILEAGE/AUTO ALLOWANCE	LIQUOR GENERAL OPERATIONS
		47.60								
34010	3/14/2025		<b>141723 PRECISE MRM LLC</b>							
		220.15	PARTS - PRECISE		484986	IN2002003825	1610.6215		EQUIPMENT-PARTS	STREET/BOULEVARD REPAIR & MNTC
		220.15								
34011	3/14/2025		<b>122110 REINDERS INC</b>							
		152.59	BALL WASHER SUPPLIES		485335	340727400	2235.6229		GENERAL SUPPLIES	GOLF COURSE MAINTENANCE
		152.59								
34012	3/14/2025		<b>100600 RIGID HITCH INC</b>							
		25.17	PARTS		485350	1928948388	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		25.17								
34013	3/14/2025		<b>144815 RIHM KENWORTH</b>							
		114.62	PARTS - #314		485343	2194805A	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		114.62								
34014	3/14/2025		<b>100829 SHAMROCK GROUP INC</b>							
		137.68	NO TAX#2	00052880	485281	3104722	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		87.84	NO TAX#1	00052880	485279	3119222	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		45.92	NO TAX#2	00052880	485282	3119223	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		77.36	NO TAX#3	00052880	485283	3120982	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		77.36	NO TAX#1	00052880	485280	3124664	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		35.44	NO TAX#3	00052880	485284	3124666	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		461.60								
34015	3/14/2025		<b>102293 SKINNER, STEPHAN C</b>							
		61.63	FEBRUARY MILEAGE		485206	20250228	1700.6277		MILEAGE/AUTO ALLOWANCE	PARK & RECREATION MANAGEMENT
		61.63								
34016	3/14/2025		<b>154547 SPIRAL BREWERY LLC</b>							
		65.00	BEER#1	00052626	485285	20050	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		65.00								

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34017	3/14/2025		<b>145118 STEEL TOE BREWING, LLC</b>						<b>Continued...</b>	
		105.00	BEER#1	00051551	485286	59275	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		105.00								
34018	3/14/2025		<b>100457 STREICHERS INC</b>							
		144.00	EXTRA PEPPERBALL MAGAZINES		485320	11749381	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		144.00								
34019	3/14/2025		<b>100471 TOLL GAS &amp; WELDING SUPPLY</b>							
		175.30	WELDING MASK		485002	10605991	1770.6211		SMALL TOOLS & EQUIPMENT	PARK GENERAL MAINTENANCE
		12.32	WELDING SUPPLIES		485336	40208888	2240.6229		GENERAL SUPPLIES	GOLF EQUIPMENT MAINTENANCE
		187.62								
34020	3/14/2025		<b>100481 TRI-STATE BOBCAT INC</b>							
		388.04	PARTS - #363 & 333		485344	P33410	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		388.04								
34021	3/14/2025		<b>158825 UDOFOT BEER &amp; BEVERAGE CO</b>							
		230.00	BEER#2	00052969	485287	236333	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		230.00								
34022	3/14/2025		<b>100496 VAN PAPER CO</b>							
		257.93	BAGS#1	00008795	485288	100530	5025.6229		GENERAL SUPPLIES	LIQUOR #1 OPERATIONS
		2.58-	DISCT#1	00008795	485289	100530	5025.6333		GENERAL-CASH DISCOUNTS	LIQUOR #1 OPERATIONS
		204.86	BAGS#2	00008795	485290	100718	5065.6229		GENERAL SUPPLIES	LIQUOR #2 OPERATIONS
		2.05-	DISCT#2	00008795	485291	100718	5065.6333		GENERAL-CASH DISCOUNTS	LIQUOR #2 OPERATIONS
		458.16								
34023	3/14/2025		<b>158620 VENN BREWING COMPANY</b>							
		498.00	BEER#3	00052964	485292	8282	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		498.00								
34024	3/14/2025		<b>137762 WSB &amp; ASSOCIATES INC</b>							
		4,223.75	COBBLESTONE BID ADMIN		485312	R0256080009	2331.6235	PR230064	CONSULTANT SERVICES	COBBLESTONE LAKE PARK
		4,223.75								
34025	3/14/2025		<b>100529 ZINCK, JAMES R</b>							
		58.80	ZINCK FEBRUARY MILEAGE		485208	20250228	2205.6277		MILEAGE/AUTO ALLOWANCE	GOLF MANAGEMENT
		58.80								
322502	3/12/2025		<b>160897 2022 BEV INC</b>							

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<b>322502</b>	<b>3/12/2025</b>		<b>160897 2022 BEV INC</b>						<b>Continued...</b>	
		272.00	THC/CBD#3	00053000	485043	10690	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		272.00								
<b>322503</b>	<b>3/12/2025</b>		<b>125174 ARTISAN BEER COMPANY</b>							
		2,178.05	BEER#1	00047806	485049	3747187	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		58.45	BEER#1	00047806	485050	3747188	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		495.25	THC#1	00047806	485051	3747189	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		357.80	BEER#2	00047806	485055	3747190	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		605.90	BEER#3	00047806	485060	3747191	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		58.45	TAX#3	00047806	485061	3747192	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		128.50	THC/CBD#3	00047806	485062	3747193	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		628.90	BEER#1	00047806	485047	3748704	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		357.18	THC#1	00047806	485048	3748705	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		2,274.34	BEER#3	00047806	485063	3748706	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		559.50	THC/CBD#3	00047806	485057	3748707	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		1,547.55	BEER#2	00047806	485056	3749097	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		805.45	BEER#1	00047806	485052	3750410	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		137.04	THC#1	00047806	485053	3750411	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,405.00	BEER#3	00047806	485064	3750412	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		30.75	TAX#3	00047806	485065	3750413	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		308.00	CMBEER#1	00047806	485046	414117	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		204.51	CMBEER#3	00047806	485058	414118	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		286.96	CMBEER#3	00047806	485059	414645	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		210.36	CMBEER#2	00047806	485054	414793	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		10,618.28								
<b>322504</b>	<b>3/12/2025</b>		<b>100761 ASCAP</b>							
		445.00	2025 MUSIC LICENSING		485027	100006504631	1700.6280		DUES & SUBSCRIPTIONS	PARK & RECREATION MANAGEMENT
		445.00								
<b>322505</b>	<b>3/12/2025</b>		<b>137649 BOUND TREE MEDICAL LLC</b>							
		339.96	AED PADS (4)		485323	85672000	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		339.96								
<b>322506</b>	<b>3/12/2025</b>		<b>100072 BRAUN INTERTEC CORPORATION</b>							
		3,578.90	HAZARD TESTING OF REDWOOD		485018	B419546	2360.6235	PR230064	CONSULTANT SERVICES	REDWOOD PARK
		3,577.95	HAZARD TESTING AT VAA BUILDING		485017	B419547	2309.6235	PR230064	CONSULTANT SERVICES	HAYES BASEBALL/SOFTBALL COMPLX
		7,156.85								
<b>322507</b>	<b>3/12/2025</b>		<b>100296 BREAKTHRU BEVERAGE MIN - BEER</b>							

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322507	3/12/2025		100296 BREAKTHRU BEVERAGE MIN - BEER						Continued...	
		5,285.55	BEER#2	00000105	485098	119868859	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		161.15	TAX#1	00000105	485072	120078285	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		7,281.20	BEER#1	00000105	485073	120078286	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		54.00	LIQ#1	00000105	485074	120078287	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		8,466.95	BEER#3	00000105	485119	120079048	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		54.00	LIQ#3	00000105	485120	120079049	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		61.60	TAX#3	00000105	485121	120079050	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		298.80	TAX#2	00000105	485102	120079171	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		6,587.85	BEER#3	00000105	485122	120178794	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		199.30	TAX#3	00000105	485123	120178795	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		235.00	LIQ#3	00000105	485128	120178796	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		102.60	TAX#2	00000105	485106	120178798	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		14,835.10	BEER#1	00000105	485077	120178799	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		201.50	TAX#1	00000105	485078	120178800	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		51.00	LIQ#1	00000105	485076	120179197	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		46.90	MIXER		485334	120185119	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		101.75	BT BEER		485333	120185420	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		30.20	N/A BEER		485332	120185421	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		100.00	COORS KEG		485330	120186060	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		3,923.05	BEER#2	00000105	485109	120294053	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		34.00	TAX#2	00000105	485110	120294054	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		15,988.27	BEER#1	00000105	485088	120294055	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		278.50	TAX#1	00000105	485089	120294056	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		330.90	LIQ#1	00000105	485090	120294057	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		6,710.25	BEER#3	00000105	485130	120294074	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		135.35	TAX#3	00000105	485131	120294075	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		102.00	LIQ#3	00000105	485132	120294076	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		12.80-	CMBEER#2	00000105	485099	413233794	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		17.60-	CMBEER#2	00000105	485100	413233795	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		28.20-	CMBEER#2	00000105	485101	413245196	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		30.00-	CMBEER#2	00000105	485103	413260590	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		55.40-	CMBEER#1	00000105	485075	413260591	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		49.50-	CMBEER#2	00000105	485104	413265648	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		55.40-	CMBEER#2	00000105	485107	413280162	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		25.40-	CMBEER#2	00000105	485108	413280163	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		51.20-	CMBEER#1	00000105	485079	413280164	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		13.07-	CMBEER#1	00000105	485085	413280165	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		25.60-	CMBEER#3	00000105	485124	413280360	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		12.80-	CMBEER#3	00000105	485125	413280361	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES



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322507	3/12/2025		100296 BREAKTHRU BEVERAGE MIN - BEER						Continued...	
		30.80-	CMBEER#2	00000105	485105	413280364	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		27.70-	CMBEER#1	00000105	485081	413280365	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		102.40-	CMBEER#1	00000105	485082	413280366	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		41.56-	CMBEER#1	00000105	485086	413280945	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		235.20-	CMBEER#1	00000105	485080	413281233	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		50.00-	CMBEER#3	00000105	485126	413283561	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		30.80-	CMBEER#1	00000105	485083	413283563	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		136.00-	CMBEER#1	00000105	485084	413283564	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		21.20-	CMBEER#3	00000105	485127	413284535	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		217.00-	CMBEER#1	00000105	485071	41329505	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		126.60-	CMLIQ#3	00000105	485129	413295380	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		158.70-	CMBEER#1	00000105	485087	413295382	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		108.80-	CMBEER#3	00000105	485133	413308449	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		47.25-	CMBEER#2	00000105	485111	413308450	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		30.80-	CMBEER#2	00000105	485112	413308451	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		33.80-	CMTAX#2	00000105	485113	413308452	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		6.75-	CMBEER#2	00000105	485114	413308453	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		6.70-	CMBEER#2	00000105	485115	413308454	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		24.80-	CMBEER#1	00000105	485091	413308455	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		12.80-	CMBEER#1	00000105	485092	413308456	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		153.40-	CMBEER#3	00000105	485134	413317517	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		33.85-	CMTAX#3	00000105	485135	413317518	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		129.20-	CMBEER#1	00000105	485097	413317520	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		112.00-	CMBEER#3	00000105	485136	413318296	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		19.60-	CMBEER#3	00000105	485137	413318297	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		10.00-	CMBEER#3	00000105	485138	413318298	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		81.60-	CMBEER#2	00000105	485116	413318299	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		7.70-	CMBEER#2	00000105	485117	413318300	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		8.45-	CMBEER#2	00000105	485118	413318301	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		51.20-	CMBEER#1	00000105	485093	413318302	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		5.30-	CMBEER#1	00000105	485094	413318303	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		5.00-	CMBEER#1	00000105	485095	413318304	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		7.20-	CMBEER#1	00000105	485096	413318305	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		69,205.64								
322508	3/12/2025		163345 BY THE YARD							
		9,506.50	50-TABLES FOR POOL DECK		485016	182021	2306.6740	PR230032	CAPITAL OUTLAY-MACH/EQUIP/OTHE	APPLE VALLEY AQUATIC CENTER
		9,506.50								
322509	3/12/2025		100878 CHARTER COMMUNICATIONS							

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322509	3/12/2025		<b>100878 CHARTER COMMUNICATIONS</b>						<b>Continued...</b>	
		39.60	CABLE TV CMF-FEB		485031	175321001FEB25	1540.6237		TELEPHONE/PAGERS	CMF BUILDINGS & GROUNDS MNTC
		39.60								
322510	3/12/2025		<b>100282 CINTAS CORPORATION</b>							
		16.87	PARKS COVERALLS		484984	4221776684	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		16.87	SHOP COVERALLS		484984	4221776684	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		33.75	STREETS COVERALLS		484984	4221776684	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		10.90	AVSA ENTRANCE MATS		485212	4222090200	5205.6240		CLEANING SERVICE/GARBAGE REMOVARENA 1 MANAGEMENT	
		8.30	HAYES ENTRANCE MATS		485215	4222408317	5265.6240		CLEANING SERVICE/GARBAGE REMOVARENA 2 BLDG MAINTENANCE-HAYES	
		9.50	SHOP COVERALLS		485339	4222539527	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		13.51	PARKS COVERALLS		485339	4222539527	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		44.48	STREETS COVERALLS		485339	4222539527	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		155.75	CINTAS LINENS		485328	4222845318	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		309.93								
322511	3/12/2025		<b>130960 COLDSRING GRANITE COMPANY</b>							
		377.00	NICHE PLAQUE - BRUNKHORST		485318	RI2344183	5605.6325		COLUMBARIUM	CEMETERY
		377.00								
322512	3/12/2025		<b>122019 CROWN RENTAL - BURNSVILLE</b>							
		60.00	FORKLIFT PROPANE		485013	4216225	5215.6212		MOTOR FUELS/OILS	ARENA 1 EQUIPMENT MAINTENANCE
		60.00								
322513	3/12/2025		<b>143882 CULLIGAN</b>							
		1,940.40	AVCC WATER SOFTNER		485314	157986603353JAN 25	1900.6266		REPAIRS-BUILDING	AV COMMUNITY CENTER
		1,940.40								
322514	3/12/2025		<b>152989 DAKOTA COUNTY VSQG</b>							
		501.94	DISPOSAL OF CHEMICALS		485313	20250213	1770.6214		CHEMICALS	PARK GENERAL MAINTENANCE
		213.75	DISPOSAL OF CHEMICALS		485004	20250220	1770.6214		CHEMICALS	PARK GENERAL MAINTENANCE
		715.69								
322515	3/12/2025		<b>100151 EAGAN, CITY OF</b>							
		16,865.92	SAN SEWER 1ST QTR 2025		485226	20250306	5365.6318		BURNSVILLE/EAGAN SWR REIMBURSESEWER MGMT/REPORTS/DATA ENTRY	
		16,865.92								
322516	3/12/2025		<b>157140 ELM CREEK BREWING COMPANY</b>							
		123.00	BEER#2	00052850	485231	7910	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		48.00	BEER#3	00052850	485233	7913	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES

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<b>322516</b>	<b>3/12/2025</b>		<b>157140 ELM CREEK BREWING COMPANY</b>						<b>Continued...</b>	
		420.00	THC#2	00052850	485230	7955	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		420.00	THC#3	00052850	485232	7983	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		<u>1,011.00</u>								
<b>322517</b>	<b>3/12/2025</b>		<b>102254 ENVIRONMENTAL EQUIPMENT &amp; SERVICES INC</b>							
		117.00	SWEeper PARTS - #324		484993	24672	5505.6215		EQUIPMENT-PARTS	STORM DRAIN MNTC/RPR/SUMPS
		28.63	SWEeper PARTS - #324		484985	24678	5505.6215		EQUIPMENT-PARTS	STORM DRAIN MNTC/RPR/SUMPS
		<u>145.63</u>								
<b>322518</b>	<b>3/12/2025</b>		<b>158230 FALLING KNIFE BREWING CO</b>							
		240.00	THC#1	00052916	485234	18163	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		30.00	CMBEER#1	00052916	485235	18163	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		240.00	THC#3	00052916	485236	18363	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		405.00	BEER#3	00052916	485237	18363	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		<u>855.00</u>								
<b>322519</b>	<b>3/12/2025</b>		<b>100166 FEDEX</b>							
		1.18	FIRE SALES TAX ADJUST		485331	878256777	1330.6238		POSTAGE/UPS/FEDEX	FIRE OPERATIONS
		1.18	FIRE SALES TAX ADJUST		485331	878256777	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		15.67	SHIPPING ITEM TO VENDOR		485331	878256777	1330.6238		POSTAGE/UPS/FEDEX	FIRE OPERATIONS
		<u>15.67</u>								
<b>322520</b>	<b>3/12/2025</b>		<b>100314 GREAT LAKES COCA-COLA DISTRIBU</b>							
		867.82	TAX#3	00000122	485243	45785436021	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		577.79	TAX#1	00000122	485241	45847850023	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		40.08	NTAX#1	00000122	485242	45847850023	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		<u>1,485.69</u>								
<b>322521</b>	<b>3/12/2025</b>		<b>100231 HOHENSTEINS INC</b>							
		473.75	BEER#2	00005574	485252	790151	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		3.00	TAX#1	00005574	485247	794208	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		173.75	BEER#3	00005574	485255	795914	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		495.00	THC#1	00005574	485245	795973	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		293.55	BEER#1	00005574	485246	795973	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		62.00	CMBEER#1	00005574	485244	796509	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		855.00	THC#2	00005574	485253	797854	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		883.75	BEER#2	00005574	485254	797854	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		227.25	THC#3	00005574	485256	797899	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		90.00	BEER#3	00005574	485257	797899	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		<u>1,120.50</u>	THC#3	00005574	485258	797900	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES

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<b>322521</b>	<b>3/12/2025</b>		<b>100231 HOHENSTEINS INC</b>						<b>Continued...</b>	
		458.25	BEER#3	00005574	485259	797900	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		1,087.00	THC#1	00005574	485248	797937	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		728.35	BEER#1	00005574	485249	797937	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		535.50	THC#1	00005574	485250	800021	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		418.65	BEER#1	00005574	485251	800021	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		<u>7,781.30</u>								
<b>322522</b>	<b>3/12/2025</b>		<b>103314 INNOVATIVE OFFICE SOLUTIONS</b>							
		12.59	SCRUBBER PAD		485023	IN4777865	5215.6229		GENERAL SUPPLIES	ARENA 1 EQUIPMENT MAINTENANCE
		116.91	KRAIG FOLDERS/PAPER TRAYS		485326	IN4780394	5005.6210		OFFICE SUPPLIES	LIQUOR GENERAL OPERATIONS
		<u>129.50</u>								
<b>322523</b>	<b>3/12/2025</b>		<b>158334 INSIGHT BREWING CO</b>							
		300.00	THC#2	00052942	485261	21785	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		69.20	BEER#2	00052942	485262	21785	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		1,326.44	THC#1	00052942	485260	21975	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		116.43	BEER#2	00052942	485263	22121	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		253.70	BEER#3	00052942	485264	22172	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		<u>2,065.77</u>								
<b>322524</b>	<b>3/12/2025</b>		<b>116371 LOFFLER COMPANIES INC (CONT I</b>							
		364.59	PRINTER TONER & MAINTENANCE		485209	4954061	1030.6265		REPAIRS-EQUIPMENT	INFORMATION TECHNOLOGY
		<u>364.59</u>								
<b>322525</b>	<b>3/12/2025</b>		<b>100309 MENARDS</b>							
		49.78	JET TRAILER PARTS		485211	87581	5390.6215		EQUIPMENT-PARTS	SWR EQUIP/VEHICLE MISC MNTC/RP
		26.53	JETTER TRAILER PARTS		485210	87594	5390.6215		EQUIPMENT-PARTS	SWR EQUIP/VEHICLE MISC MNTC/RP
		11.99	MISC SUPPLIES		485216	87896	5375.6229		GENERAL SUPPLIES	SEWER MAINTENANCE AND REPAIR
		255.65	BASE PEGS		485207	87909	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		88.94	PVC TO MAKE BASES		484998	88179	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		19.47	PAINT FOR BATHROOMS		485001	88422	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		184.07	SHELFING AND BRACKETS, CMF		484988	88438	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		2.98	NUMBERS FOR TRAILER		485003	88487	1765.6211		SMALL TOOLS & EQUIPMENT	PARK EQUIPMENT MAINTENANCE
		2.12	WTP LAB SUPPLIES		485217	88491	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		76.97	BWT MAINTENANCE		485217	88491	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		268.70	SHOP SUPPLIES		485327	88585	2230.6229		GENERAL SUPPLIES	GOLF SHOP BUILDING MAINTENANCE
		52.76	FOAM EAR PLUGS		485319	88627	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		27.75	LEGION SHED REPAIR		485005	88719	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		11.98	THIN-SET MORTAR		484996	88721	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		109.88	BWT MAINTENANCE		485218	88732	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR

2/18/2025 -- 3/14/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
322525	3/12/2025		100309 MENARDS						Continued...	
		1,189.57								
322526	3/12/2025		154324 MILK AND HONEY LLC							
		298.00	BEER#2	00052601	485269	15212	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		446.00	BEER#3	00052601	485270	15213	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		744.00								
322527	3/12/2025		161048 MSP METALS INC							
		127.00	METAL TO MAKE BASES		484997	100099	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		127.00								
322528	3/12/2025		100995 NAPA AUTO PARTS							
		21.92	TRAILER EQUIPMENT		485009	5763529061	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		3.82	MOWER PARTS		485007	5763936293	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		8.51	MOWER PARTS		485011	5763940640	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		20.15	MOWER PARTS		485012	5763941390	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		15.96	MOWER PARTS		485008	954975	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		91.85	FILTERS		484549	955593	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		56.99	SQUAD FILTERS		484534	955982	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		8.37	PARTS		484991	956379	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		22.30	MOWER PARTS		485006	956559	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		180.82	PARTS - # 907		485345	956661	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		27.99	PARTS - #907		485349	956670	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		27.82	FILTER - #324		485348	956715	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		20.07	MOWER PARTS		485010	956782	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		27.69	PARTS - # 907		485346	956862	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		16.90	PARTS - #363		485347	957084	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		367.46								
322529	3/12/2025		156597 NEXTUPPICKLEBALL							
		548.17	JCRPW PICKLEBALL NEXT UP TOOL		485228	732	2347.6229	PR230032	GENERAL SUPPLIES	JOHNNY CAKE RIDGE WEST PARK
		548.17								
322530	3/12/2025		152421 NICKELSON, STEVEN							
		243.60	STEVE MILEAGE		485205	20250221	5205.6277		MILEAGE/AUTO ALLOWANCE	ARENA 1 MANAGEMENT
		243.60								
322531	3/12/2025		100387 POSTMASTER ST PAUL							
		350.00	USPS MARKETING MAIL PERMIT		485353	20250310	1035.6238		POSTAGE/UPS/FEDEX	FINANCE
		350.00								

Council Check Register by GL  
Council Check Register by Invoice & Summary

2/18/2025 -- 3/14/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
322531	3/12/2025		100387 POSTMASTER ST PAUL						Continued...	
322532	3/12/2025		101500 PREMIUM WATERS INC							
		23.79	WATER		485338	310657728	2215.6229		GENERAL SUPPLIES	GOLF CLUBHOUSE BUILDING
		23.79								
322533	3/12/2025		153484 PRYES BREWING COMPANY LLC							
		169.00	BEER#2	00052530	485276	92728	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		258.00	BEER#1	00052530	485275	92738	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		107.00	BEER#3	00052530	485277	93580	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		226.50	BEER#1	00052530	485274	93652	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		760.50								
322534	3/12/2025		149126 RED BULL DISTRIBUTION COMPANY							
		462.92	TAX#1	00052064	485278	5015415134	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		462.92								
322535	3/12/2025		147581 RENEWAL BY ANDERSON							
		1.00	SURCHARGE REFUND 12980 HERSHEY		485014	20250226	1001.4072		STATE SURTAX COLLECTED	GENERAL FUND REVENUE
		102.78	PARTIAL REFUND 12980 HERSHEY W		485014	20250226	1001.4060		PERMIT-BUILDING PERMIT	GENERAL FUND REVENUE
		103.78								
322536	3/12/2025		100918 RES SPECIALTY PYROTECHNICS							
		22,500.00	2025 FREEDOM DAYS FIREWORKS		485021	28341	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		7,500.00	2025 FREEDOM DAYS FIREWORKS		485021	28341	7005.6399		OTHER CHARGES	LODGING TAX
		30,000.00								
322537	3/12/2025		111161 STERICYCLE INC.							
		105.07	SHREDDING SERVICE		485317	8009982549	1250.6240		CLEANING SERVICE/GARBAGE REMOV	POLICE FACILITY
		31.09	SHRED IT		485029	8010023145	1510.6240		CLEANING SERVICE/GARBAGE REMOV	PW ENGINEERING & TECHNICAL
		31.09	SHRED IT		485029	8010023145	1100.6240		CLEANING SERVICE/GARBAGE REMOV	DEV MANAGEMENT
		93.28	SHRED IT		485029	8010023145	1400.6240		CLEANING SERVICE/GARBAGE REMOV	INSPECTIONS MANAGEMENT
		260.53								
322538	3/12/2025		158459 TERRACON CONSULTANTS INC							
		2,615.00	SPECIAL INSPS AQUATIC CNTR		485019	TN41263	2306.6235	PR230064	CONSULTANT SERVICES	APPLE VALLEY AQUATIC CENTER
		2,615.00								
322539	3/12/2025		162543 THE BIG BLUE BOX							
		175.00	AVFAC STORAGE BOX		485213	126561	1940.6229		GENERAL SUPPLIES	AQUATIC SWIM CENTER
		175.00								



2/18/2025 -- 3/14/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
322539	3/12/2025		162543 THE BIG BLUE BOX						Continued...	
322540	3/12/2025		156293 THE WILEY LAW OFFICE, PC							
		881.50	INVESTIGATION		485222	6022	1020.6235		CONSULTANT SERVICES	HUMAN RESOURCES
		881.50								
322541	3/12/2025		100476 TOWN & COUNTRY GLASS							
		65.00	WINDSHIELD - #921		485341	66399	1210.6265		REPAIRS-EQUIPMENT	POLICE FIELD OPERATIONS/PATROL
		65.00								
322542	3/12/2025		101467 VALLEY IMAGES							
		60.00	DEPARTMENT PHOTOGRAPHS		485325	3105	1200.6239		PRINTING	POLICE MANAGEMENT
		60.00								
322543	3/12/2025		161045 WOODEN SHIP BREWING LLC							
		126.00	BEER#1	00053008	485294	920	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		117.60	BEER#1	00053008	485293	938	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		243.60								
322544	3/12/2025		100363 XCEL ENERGY							
		81.73	SL ELECTRIC JCRR NORTH CR 42		485034	5100130856011FE	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
						B25				
		9.54	ROUNDAABOUT SPKLR JCRR & 159TH		485309	5100139897905FE	1610.6255		UTILITIES-ELECTRIC	STREET/BOULEVARD REPAIR & MNTC
						B25				
		126.08	SL ELECTRIC 147TH & JCR		485032	5104562347FEB25	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		435.22	POL GUN RANGE ELECTRIC FEB		485033	5158758142FEB25	1255.6255		UTILITIES-ELECTRIC	POLICE GUN RANGE
		652.57								
20250238	2/18/2025		100331 MN DEPT OF LABOR & INDUSTRY (EFT)							
		26.43-	LESS 2% RETENTION JAN		485296	20250131	1001.4099		PERMIT-OTHER	GENERAL FUND REVENUE
		1.00-	PERMIT SURCHARGE ADJ		485296	20250131	1001.4072		STATE SURTAX COLLECTED	GENERAL FUND REVENUE
		1,321.46	PERMIT SURCHARGE JAN		485296	20250131	1001.4072		STATE SURTAX COLLECTED	GENERAL FUND REVENUE
		1,294.03								
20250304	3/7/2025		101671 MN DEPT OF REVENUE							
		22.48	DIESEL TAX-TRAFFIC SIGNS		485295	20250307	1680.6212		MOTOR FUELS/OILS	TRAFFIC SIGNS/SIGNALS/MARKERS
		98.85	DIESEL TAX-PARKS		485295	20250307	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE
		653.86	DIESEL TAX-STREETS		485295	20250307	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		25.09	DIESEL TAX-SEWER		485295	20250307	5390.6212		MOTOR FUELS/OILS	SWR EQUIP/VEHICLE MISC MNTC/RP
		28.43	DIESEL TAX-STORM		485295	20250307	5505.6212		MOTOR FUELS/OILS	STORM DRAIN MNTC/RPR/SUMPS
		828.71								

## Council Check Register by GL

## Council Check Register by Invoice &amp; Summary

2/18/2025 -- 3/14/2025

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20250304	3/7/2025		101671 MN DEPT OF REVENUE						Continued...	
		1,004,150.42	Grand Total							

## Payment Instrument Totals

Checks	171,580.91
EFT Payments	2,122.74
A/P ACH Payment	830,446.77
Total Payments	1,004,150.42

BS 3/12/25  
EST

R55CKS2 LOGIS100

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

CITY OF APPLE VALLEY

Council Check Summary

3/12/2025 10:04:25

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2/18/2025 - 3/14/2025

<u>Company</u>	<u>Amount</u>
01000 GENERAL FUND	38,684.40
02090 PARTNERS IN EDUCATION	350.00
02200 VALLEYWOOD GOLF FUND	1,050.80
02300 PARKS REFERENDUM FUND	422,266.62
03405 2021B GO BOND D/S	1,500.00
03415 2022A GO BOND CIP D/S	1,200.00
03420 2024A GO BOND D/S	1,750.00
05000 LIQUOR FUND	169,005.27
05200 ARENA FUND	335.39
05300 WATER & SEWER FUND	359,315.65
05500 STORM DRAINAGE UTILITY FUND	174.06
05530 2022A STORMWATER BOND DS	300.00
05600 CEMETERY FUND LEVEL PROGRAM	377.00
05800 STREET LIGHT UTIL FUND	341.23
07000 LODGING TAX FUND	7,500.00
Report Totals	<u>1,004,150.42</u>



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

4.AC.  
March 27, 2025  
Consent Agenda

**Description:**

Approve Guaranteed Maximum Price Amendment to AIA Agreement with Kraus Anderson Construction Company for Construction Management at Risk Services for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

**Staff Contact:**

Eric Carlson, Parks & Recreation Director

**Department / Division:**

Parks and Recreation Department

**ACTION REQUESTED:**

Approve Guaranteed Maximum Price Amendment to AIA Agreement with Kraus Anderson Construction Company for construction management at risk services for Project 2024-189, Redwood Park Reconstruction, in the amount of \$10,755,665.00 (2023 Parks Bond Referendum).

**SUMMARY:**

One of the signature projects of the 2023 Parks Bond Referendum is Project 2024-189, Redwood Park Reconstruction (formerly Project 2024-117). The City of Apple Valley is revitalizing Redwood Park with exciting new features designed to enhance accessibility, recreation, and community gathering spaces. Highlights of the reconstruction include:

- Fully inclusive playground – A welcoming play space designed for people of all ages and abilities (separate purchase order and agreement on tonight's agenda).
- Community pool – Featuring zero-depth entry, diving areas, climbing structures, and relaxation zones.
- Modern park building – A new facility offering community gathering space, public restrooms, and housing for pool mechanical equipment.
- Enhanced sports courts – New courts for basketball, ecuavolley, pickleball, and tennis.
- Expanded parking – Increased on-site parking for visitor convenience.
- Solar panels.
- Natural stormwater management – A dedicated area south of County Road 42 with native plantings and pollinator gardens to support local ecosystems.
- Pedestrian tunnel – A safe and accessible underpass beneath County Road 42 (in collaboration with Dakota County).

Additionally, the City of Apple Valley has secured a \$1,410,000 legislative appropriation from the 2023 session, which is earmarked for the development of the inclusive playground. This work is being accomplished under a separate purchase order with Landscape Structures, Inc. and separate installation agreement with Sawtooth Holdings, Inc. d/b/a Flagship Recreation.

This transformation will make Redwood Park a premier destination for recreation, inclusivity, and community engagement.

**BACKGROUND:**

For the last several years, the City of Apple Valley has worked with the community to determine the future needs and desires residents have for parks and recreation services. In November 2023, Apple Valley voters approved two separate questions in a special election, authorizing a total of \$73.25 million to invest in parks, trails, natural resources, Kelley Park, Redwood Park, the Apple Valley Family Aquatic Center, the Apple Valley Community Center and Senior Center, a youth baseball/softball complex at Hayes Park, and a community pool at Redwood Park.

It will take four to six years to implement the improvements approved by voters. As we develop projects, we will involve residents in the planning process. Information on plans and construction progress will be provided on our website so residents can see what work is planned for each location and how the referendum dollars are being spent.

**BUDGET IMPACT:**

Funding for this project comes from the successful 2023 Parks Bond Referendum.

**ATTACHMENTS:**

Agreement



# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the Twenty-Seventh day of March in the year Two Thousand Twenty-Five, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of June in the year Two Thousand Twenty-Four (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**

*(Name and address or location)*

Redwood Park Improvements  
311 150<sup>th</sup> Street West  
Apple Valley, MN 55124

**THE OWNER:**

*(Name, legal status, and address)*

City of Apple Valley  
7100 147<sup>th</sup> Street West  
Apple Valley, MN 55124

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Kraus-Anderson Construction Company  
501 South Eighth Street  
Minneapolis, MN 55404

### TABLE OF ARTICLES

**A.1 GUARANTEED MAXIMUM PRICE**

**A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Ten Million, Seven Hundred Fifty-Five Thousand Six Hundred Sixty-Five and 00/100 dollars

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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( \$ 10,755,665.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See Exhibit A-1

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit A-2 – Alternates and Allowances	

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
See Exhibit A-2 – Alternates and Allowances		

**§ A.1.1.6** Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ A.1.1.6** Section 6.1.2 of the Agreement is amended to add the following: For the initial fee calculation the Cost of the Work shall exclude the amount of the Construction Manager's contingency referenced in Section 3.2.4 of the Agreement. When any contingency is used by the Construction Manager pursuant to Section 3.2.4 of the Agreement, the Construction Manager shall increase the Construction Manager's Fee at the rate of 1.5% multiplied by the Cost of the Work included in such use of contingency.

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ A.2.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☒ The date of execution of this Amendment.

☐ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

[ X ] Not later than Five Hundred Forty-Eight ( 548 ) calendar days from the date of commencement of the Work (the "Substantial Completion Date").

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

§ A.2.3.4 Notwithstanding anything in the Contract to the contrary, the Substantial Completion Date set forth in Section A.2.3.1 is contingent upon all of the following milestone dates being met:

- .1 All required permits must be issued by the appropriate authority having jurisdiction by June 2, 2025.
- .2 All hazardous material abatement must be completed by Owner by June 2, 2025.

Should any of the above milestone dates not be met, the Contract Time shall be extended one (1) day for each and every day beyond the milestone date established above that the required information is received by the Contractor and the Contractor shall be entitled to an equitable adjustment of the GMP.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit A-3 – List of Drawings, Plans and Specifications

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit A-3 – List of Drawings, Plans and Specifications

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title  
N/A

Date

Pages

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item

Price

See Exhibit A-2 – Alternates and Allowances

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

See Exhibit A-4 – Assumptions and Clarifications

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

**§ A.3.1.8** The Owner and Construction Manager hereby amend Section 7 of the Agreement to add the following as new Section 7.6.12: A fixed rate equal to One and Three Hundredths of One Percent (1.03%) of the aggregate of all subcontract costs and material costs under this Agreement established at the time of GMP (as adjusted by Change Orders, if any), for the costs of covering the risk of certain subcontractor defaults through subcontractor default insurance or other similar insurance or self-insurance and/or subcontractor bonds, to protect against the risk of default by such subcontractors and material suppliers. Such 1.03% charge shall not be adjusted for cost overruns or savings as a result of managing the risk of subcontractor defaults.

#### **ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
*(List name, discipline, address, and other information.)*

This Amendment to the Agreement entered into as of the day and year first written above. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

**City of Apple Valley**

**Kraus-Anderson Construction Company**

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

Init.

Clint Hooppaw Mayor  
*(Printed name and title)*

Patrick Mulcahey VP/DOO  
*(Printed name and title)*

**OWNER** *(Signature)*

Christina M. Scipioni City Clerk  
*(Printed name and title)*



Init.

/

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**User Notes:**

(1784894318)

# **Additions and Deletions Report for**

## **AIA® Document A133® – 2019 Exhibit A**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:40:59 ET on 03/25/2025.

### **PAGE 1**

This Amendment dated the Twenty-Seventh day of March in the year Two Thousand Twenty-Five, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Thirteenth day of June in the year Two Thousand Twenty-Four (the "Agreement")

...

Redwood Park Improvements  
311 150<sup>th</sup> Street West  
Apple Valley, MN 55124

...

City of Apple Valley  
7100 147<sup>th</sup> Street West  
Apple Valley, MN 55124

...

Kraus-Anderson Construction Company  
501 South Eighth Street  
Minneapolis, MN 55404

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Ten Million, Seven Hundred Fifty-Five Thousand Six Hundred Sixty-Five and 00/100 dollars (\$ 10,755,665.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

### **PAGE 2**

See Exhibit A-1

...

See Exhibit A-2 – Alternates and Allowances

...

See Exhibit A-2 – Alternates and Allowances

...

§ A.1.1.6 Section 6.1.2 of the Agreement is amended to add the following: For the initial fee calculation the Cost of the Work shall exclude the amount of the Construction Manager's contingency referenced in Section 3.2.4 of the Agreement. When any contingency is used by the Construction Manager pursuant to Section 3.2.4 of the Agreement, the Construction Manager shall increase the Construction Manager's Fee at the rate of 1.5% multiplied by the Cost of the Work included in such use of contingency.

...

[ X ] The date of execution of this Amendment.

...

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.~~

**PAGE 3**

[ X ] Not later than Five Hundred Forty-Eight ( 548 ) calendar days from the date of commencement of the ~~Work~~ Work (the "Substantial Completion Date").

[    ] By the following date:

...

N/A

...

§ A.2.3.4 Notwithstanding anything in the Contract to the contrary, the Substantial Completion Date set forth in Section A.2.3.1 is contingent upon all of the following milestone dates being met:

- .1 All required permits must be issued by the appropriate authority having jurisdiction by June 2, 2025.
- .2 All hazardous material abatement must be completed by Owner by June 2, 2025.

Should any of the above milestone dates not be met, the Contract Time shall be extended one (1) day for each and every day beyond the milestone date established above that the required information is received by the Contractor and the Contractor shall be entitled to an equitable adjustment of the GMP.

...

N/A

...

See Exhibit A-3 – List of Drawings, Plans and Specifications

...

See Exhibit A-3 – List of Drawings, Plans and Specifications

**PAGE 4**

N/A

...



See Exhibit A-2 – Alternates and Allowances

...

See Exhibit A-4 – Assumptions and Clarifications

...

**§ A.3.1.8** The Owner and Construction Manager hereby amend Section 7 of the Agreement to add the following as new Section 7.6.12: A fixed rate equal to One and Three Hundredths of One Percent (1.03%) of the aggregate of all subcontract costs and material costs under this Agreement established at the time of GMP (as adjusted by Change Orders, if any), for the costs of covering the risk of certain subcontractor defaults through subcontractor default insurance or other similar insurance or self-insurance and/or subcontractor bonds, to protect against the risk of default by such subcontractors and material suppliers. Such 1.03% charge shall not be adjusted for cost overruns or savings as a result of managing the risk of subcontractor defaults.

...

This Amendment to the Agreement entered into as of the day and year first written above. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this document by facsimile, pdf or other generally accepted electronic means (e.g., DocuSign) shall be effective as delivery of a manually executed counterpart of this document.

City of Apple Valley

Kraus-Anderson Construction Company

PAGE 5

Clint Hooppaw Mayor

Patrick Mulcahey VP/DOO

...

OWNER (Signature)

Christina M. Scipioni City Clerk

(Printed name and title)

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:40:59 ET on 03/25/2025 under Order No. 3104239500 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

**GUARANTEED MAXIMUM PRICE SUMMARY**  
**City of Apple Valley - Redwood Park Improvements**  
3/27/2025

Work Scope		Base Bid Amount (Inc. Subcontractor Bonding)	Alternate #4 Electric Heaters
01-J	FINAL CLEANING	\$15,157	
03-A	CONCRETE & MASONRY	\$750,653	(\$2,670)
05-B.1	COMBINED STRUCTURAL STEEL - MATERIAL / ERECTION	\$94,841	
06-A	CARPENTRY	\$184,558	
06-B	STRUCTURAL WOOD FRAMING	\$543,541	
07-F	METAL PANEL	\$239,542	
07-H	ROOFING	\$365,287	
07-L	JOINT SEALANTS	\$37,659	
08-A	DOORS, FRAMES & HARDWARE	\$82,955	
08-D	SPECIALTY DOOR	\$14,966	
08-F	EXTERIOR GLASS & GLAZING	\$68,697	
09-A	DRYWALL	\$35,361	
09-B	TILE	\$2,718	
09-D	FLOORING - RESILIENT & CARPET	\$12,124	
09-H	FLUID APPLIED FLOORING	\$10,002	
09-K	WALL COVERING & PAINTING	\$87,765	
13-A	SWIMMING POOL	\$1,341,392	
21-A	FIRE SUPPRESSION	\$36,977	
23-A	COMBINED MECHANICAL	\$655,180	
26-A	ELECTRICAL	\$845,924	\$6,500
31-A	EARTHWORK & UTILITIES	\$1,090,720	
32-A	ASPHALT PAVING	\$238,431	
32-B	CONCRETE PAVING	\$936,477	
32C	ATHLETIC/RECREATIONAL EQUIPMENT	\$27,571	
32D	SITE FENCING	\$467,528	
32-F	IRRIGATION & LANDSCAPING	\$660,359	
		\$8,846,384	\$3,830
<b>Project Requirements</b>			
	Base Bid Amount (Including Subcontractor Bonding & Alternate #4)		\$8,850,214
	Precon/Site Services, Reimbursables, Builder's Risk, Bonds, ULI		\$1,057,407
	CM Fee		\$186,254
	General Conditions & Permitting		\$396,284
	Kraus-Anderson Contingency		\$265,506
<b>GUARANTEED MAXIMUM PRICE TOTAL</b>			<b>\$10,755,665</b>

***Alternate No. 2: Add Boardwalk Structure***

- A. **Alternate:** Owner to supply boardwalk structure as shown on plan sheet L541, with exception of concrete footings and lighting. Provide add alternate cost to furnish and install boardwalk concrete footings and lighting, and install the boardwalk structure provided by owner including framing, decking, railings, and related accessories noted.
- B. **Add to Base Bid:**       \$83,390   **Not Accepted**

***Alternate No. 3: Add for Baseball Field***

- A. **Alternate:** Cost to provide (furnish and install) baseball field construction including field preparations and surfacing, backstop fencing, dugouts, warm up areas, flagpoles, field accessories and any other items required for a complete, finished install.
- B. **Add to Base Bid:**       \$365,773   **Not Accepted**

***Alternate No. 4: Add for Electric Heaters***

- A. **Alternate:** Cost to provide (furnish and install) electric heaters 4 through 9 on the Electric Heater Schedule on plan sheet PME1 and as shown on sheet M201 to temper changing room and office spaces. Omit loose fill insulation from cores along the walls as noted in Keynote 10 on A201.
- B. **Add to Base Bid:**       \$3,830   **Accepted**

***Alternate No. 5: Add for Playground Equipment and Foundation Demolition***

- A. **Alternate:** Cost to provide demolition of the playground equipment structures including foundations.
- B. **Add to Base Bid:**       \$3,500   **Not Accepted**

<b>SUMMARY OF WORK SCOPE ALLOWANCES</b> <b>VALUES BELOW ARE INCLUDED IN CONTRACTS</b>		
<b>WORK SCOPE</b>	<b>DESCRIPTION</b>	<b>VALUE</b>
01-J	CONSTRUCTION FINAL CLEANING	\$ 5,000
03-A	CONCRETE & MASONRY	\$ 10,000
05-B.1	COMBINED STRUCTURAL STEEL (MATERIAL / ERECTION)	\$ 5,000
06-A	CARPENTRY	\$ 10,000
06-B	STRUCTURAL WOOD FRAMING	\$ 7,000
07-L	JOINT SEALANT	\$ 5,000
08-A	DOORS, FRAMES & HARDWARE	\$ 3,000
09-A	DRYWALL	\$ 5,000
09-K	PAINTING & WALL COVERING	\$ 10,000
13-A	BELOW GRADE SWIMMING POOL	\$ 10,000
23-B	COMBINED MECHANICAL	\$ 10,000
26-A	ELECTRICAL	\$ 10,000
31-A	EARTHWORK	\$ 30,000
32-B	CONCRETE PAVING	\$ 20,000
32-F	IRRIGATION & LANDSCAPE	\$ 10,000
<b>TOTAL ALLOWANCES</b>		<b>\$ 150,000</b>

EXHIBIT A-3  
LIST OF DRAWINGS, PLANS AND SPECIFICATIONS

**Contract Documents List:**

The Contract Documents include, without limitation, the following:

1. Specifications:  
Confluence Project Manual dated February 7<sup>th</sup>, 2025

2. Addendums:  
Addendum #1 dated February 17<sup>th</sup>, 2025  
Addendum #2 dated February 25<sup>th</sup>, 2025  
Addendum #3 dated February 27<sup>th</sup>, 2025

3. Drawings:

Sheet Name	Description	Date Issued
G001	Cover Sheet	Feb 24, 2025
G101	Title Sheet	Feb 7, 2025
G102	Typical Assemblies	Feb 7, 2025
G111	Life Safety Plans	Feb 17, 2025
G120	Mounting Heights	Feb 17, 2025
G121	Mounting Heights	Feb 17, 2025
G130	Code Review	Feb 17, 2025
G131	Code Review	Feb 7, 2025
C.000	Cover	Feb 27, 2025
C.100	Existing Conditions	Feb 27, 2025
C.101	Civil Removals Plan - North	Feb 27, 2025
C.102	Civil Removal Plan - Center	Feb 27, 2025
C.103	Civil Removals Plan - South	Feb 27, 2025
C.104	Civil Removals Plan - South	Feb 27, 2025
C.200	Overall Civil Site Plan	Feb 27, 2025
C.201	Civil Site Plan - North	Feb 27, 2025
C.202	Civil Site Plan - South	Feb 27, 2025
C.203	Civil Site Plan - West	Feb 27, 2025
C.300	Overall Grading Plan	Feb 27, 2025
C.301	Grading Plan - North	Feb 27, 2025
C.302	Grading Plan - South	Feb 27, 2025
C.303	Grading Plan - West	Feb 27, 2025
C.400	Overall Erosion Control Plan	Feb 27, 2025
C.401	Erosion Control Plan - North	Feb 27, 2025
C.402	Erosion Control Plan - South	Feb 27, 2025
C.403	Erosion Control Plan - West	Feb 27, 2025
C.404	SWPPP Notes	Feb 27, 2025
C.405	SWPPP Notes	Feb 27, 2025



EXHIBIT A-3  
LIST OF DRAWINGS, PLANS AND SPECIFICATIONS

C.406	SWPPP Notes	Feb 27, 2025
C.500	Overall Utility Plan	Feb 27, 2025
C.501	Utility Plan - North	Feb 27, 2025
C.502	Utility Plan - South	Feb 27, 2025
C.600	Civil Site Construction Details	Feb 27, 2025
C.601	Civil Site Construction Details	Feb 27, 2025
L110	Tree Preservation Plan	Feb 24, 2025
L200	Overall Layout Plan	Feb 17, 2025
L210	Layout Enlargement 1	Feb 7, 2025
L211	Layout Enlargement 2	Feb 24, 2025
L212	Layout Enlargement 3	Feb 27, 2025
L213	Layout Enlargement 4	Feb 24, 2025
L250	Site Lighting Intent Plan	Feb 7, 2025
L310	Overall Planting Plan	Feb 24, 2025
L311	Planting Enlargement	Feb 24, 2025
L312	Planting Enlargement	Feb 24, 2025
L350	Irrigation Layout	Feb 17, 2025
L351	Irrigation Layout	Feb 17, 2025
L355	Irrigation Schedule	Feb 17, 2025
L501	Site Sections	Feb 7, 2025
L510	Site Details	Feb 27, 2025
L511	Site Details	Feb 24, 2025
L512	Site Details	Feb 17, 2025
L520	Site Walls	Feb 27, 2025
L521	Site Fence System (Play& Pool)	Feb 7, 2025
L540	Site Elements & Furnishings	Feb 27, 2025
L541	Site Elements & Furnishings	Feb 24, 2025
L550	Planting Details	Feb 24, 2025
L560	Pickleball And Tennis Court Details	Feb 24, 2025
L561	Pickleball And Tennis Court Details	Feb 24, 2025
L562	Basketball Court Details	Feb 7, 2025
L564	Site Details- Baseball Field	Feb 24, 2025
L565	Site Details- Baseball Field	Feb 24, 2025
L566	Site Details- Baseball Field	Feb 7, 2025
A050	Architectural Site Plan	Feb 17, 2025
A201	Floor Plan	Feb 24, 2025
A202	Slab Slope Plan	Feb 17, 2025
A210	Roof Plan	Feb 17, 2025
A220	Door Schedule & Details	Feb 24, 2025
A301	Exterior Elevations	Feb 24, 2025
A310	Glazing Elevations & Details	Feb 7, 2025

**Exhibit A-3 List of Drawings, Plans and Specifications**

Redwood Park Improvements  
City of Apple Valley  
Apple Valley, Minnesota



Page 2 of 4

3-27-2025

EXHIBIT A-3  
LIST OF DRAWINGS, PLANS AND SPECIFICATIONS

A401	Building Sections	Feb 17, 2025
A402	Building Sections	Feb 17, 2025
A501	Wall Sections	Feb 7, 2025
A502	Wall Sections	Feb 7, 2025
A503	Wall Sections	Feb 7, 2025
A504	Wall Sections	Feb 7, 2025
A510	Details	Feb 7, 2025
A511	Details	Feb 17, 2025
A601	Finish Plan	Feb 17, 2025
A611	Interior Elevations & Casework Details	Feb 17, 2025
A651	Room Identification Signage	Feb 17, 2025
A701	First Floor RCP	Feb 24, 2025
AQ000	Cover Sheet	Feb 7, 2025
AQ010	3d Reference Views	Feb 7, 2025
AQ100	Aquatics Site Plan	Feb 17, 2025
AQ110	Pool Plan	Feb 7, 2025
AQ111	Pool Sections	Feb 7, 2025
AQ210	Pool Wall & Fitting Details	Feb 7, 2025
AQ211	Pool Wall & Fitting Details	Feb 7, 2025
AQ212	Pool Wall & Fitting Details	Feb 7, 2025
AQ213	Pool Wall & Fitting Details	Feb 7, 2025
AQ300	Aquatics Equipment Room Plan	Feb 17, 2025
AQ301	Surge Tank Plan & Sections	Feb 17, 2025
AQ302	Aquatics Equipment Room Elevations	Feb 7, 2025
AQ310	Pool Piping Plan	Feb 7, 2025
AQ331	Piping& Equipment Details	Feb 7, 2025
S000	General Structure Notes	Feb 17, 2025
S001	Special Inspections	Feb 17, 2025
S002	Structural Schedules	Feb 17, 2025
S100	Site Plan	Feb 7, 2025
S101	Foundation Plan	Feb 17, 2025
S102	Roof Framing Plan	Feb 17, 2025
S201	Foundation Details	Feb 17, 2025
S202	Foundation Details	Feb 17, 2025
S203	Foundation Details	Feb 17, 2025
S301	Framing Details	Feb 17, 2025
S302	Framing Details	Feb 17, 2025
P050	Site Plumbing Plan	Feb 7, 2025
P201A	Under Floor Plumbing Plan - West Area	Feb 24, 2025
P201B	Above Floor Plumbing Plan - West Area	Feb 24, 2025
P202A	Under Floor Plumbing Plan - East Area	Feb 17, 2025

**Exhibit A-3 List of Drawings, Plans and Specifications**

Redwood Park Improvements  
City of Apple Valley  
Apple Valley, Minnesota



Page 3 of 4

3-27-2025

EXHIBIT A-3

LIST OF DRAWINGS, PLANS AND SPECIFICATIONS

P202B	Above Floor Plumbing Plan - East Area	Feb 17, 2025
P301	Waste And Vent Riser Diagram	Feb 17, 2025
P302	Water Riser Diagram	Feb 24, 2025
P501	Plumbing Details	Feb 17, 2025
PM01	Mech Title Sheet, Symbols & Abbrev.	Feb 7, 2025
PM02	Mech, Plmbg And Fire Prot. Details	Feb 7, 2025
PM03	Mechanical And Plumbing Schedules	Feb 7, 2025
PME1	Mech., Plum., & Elec. Schedules	Feb 17, 2025
M201	HVAC And Piping Plan	Feb 17, 2025
M210	Mechanical Roof Plan	Feb 7, 2025
M501	Mechanical Details	Feb 7, 2025
F201	Fire Protection Plan	Feb 7, 2025
E000	Electrical Title Sheet & Schedules	Feb 17, 2025
E001	Site Plan	Feb 24, 2025
E100	Lighting Plan	Feb 24, 2025
E200	Power & Systems Plans	Feb 24, 2025
E201	Electrical Roof & Pool Equipment Plans	Feb 24, 2025
E300	Bonding Plan	Feb 7, 2025
E400	Electrical Panel Schedules & Riser Diagram	Feb 24, 2025

## General

- A. Hazardous Material Abatement: Hazardous material abatement, removal and handling, are by Owner and excluded from the GMP.
- B. Overhead Power Relocation & New Electric Services: Costs associated with relocation of existing overhead power lines underground and installation of new electrical services by Dakota Electric to be carried by the Owner. Excluded from the GMP.
- C. Costs include temporary construction fencing surrounding active work in progress, excluding the pond to the west side of the jobsite. Full time monitoring and security personnel outside of normal work hours are not included.
- D. Building permit plan review fee and Building permit fee are included.
- E. Sewer Access Charge (SAC), Sewer Residential Equivalency Charge (SREC), Water Access Charge (WAC), and Water Residential Equivalency Charge (WREC) costs are excluded.
- F. Costs for power, water, and gas consumption are excluded. The Construction Manager shall use the existing services provided by the Owner.
- G. Special Inspections and testing costs are excluded.
- H. Costs for Commissioning are excluded.
- I. Fixtures, Furniture and Equipment (FF&E) and Technology costs (supply and install) are excluded, except as specifically included in the Contract Documents.
- J. The individual Warranty articles within Part 1 of the individual specification sections require special or extended manufacturer's product warranties. Because manufacturers will not modify their standard warranties, KA will provide those warranties that are commercially available as written at the time of the GMP Estimate, and will not require modifications to the manufacturer's standard warranty language to align with the requirements within the project specifications.
  - a. These warranties are considered manufacturer's "pass-through warranties" and are between the Owner and the specific product manufacturer per the terms and conditions determined by the product manufacturer.
  - b. Costs have not been included to modify the terms and conditions of the manufacturer's standard warranties to align with specific requirements within the project specifications. If there are specific areas where the Owner may want to consider requiring the manufacturer to modify their standard warranty language, KA will assist the Owner with those discussions, but cannot guarantee the manufacturers will agree to modify their standard language.

## **Structural**

- A. **Cross Laminated Timber (CLT) Deck Ply and Thickness Requirements:** This was confirmed to be 3-ply and 5 1/8-inch total thickness by structural engineer in email on February 26, 2025, and this direction was incorporated into Work Scope 06B Structural Wood Framing with Addendum 2. The structural engineer confirmed via email on March 17, 2025, that CLT deck design criteria should be corrected to 3-ply, 4 1/8-inch total thickness. The corrected 3-ply 4 1/8-inch total thickness CLT is being carried by KA's subcontractor.
- B. **CMU-10 block type and locations:** CMU-10 block type was clarified to be Amcon ultra-smooth face block with color seashell in a correction to Division 04 specification, outlined in Confluence's memo in Addendum #3, dated February 27, 2025. KA's subcontractor to provide CMU-10 above grade at all locations where CMU-10 is shown. Where CMU-10 is not required, KA's subcontractor to provide typical 8-inch gray CMU block. Per drawings, areas that do not call for CMU-10 include behind furred-out WF4 walls to received gypsum board finish and CMU below grade.
- C. **Metal Roof Panels Switch to Aluminum:** Metal Roof Panel specification section 07 4133 calls for two metal roof panel types, steel panel MTL PNL-10 with minimum G90 galvanizing over most of the roof and MTL PNL-11 with minimum G185 galvanizing in the dark shaded area adjacent to the chemical room exhaust vents, as shown on Roof Plan A210. Per supplier feedback, G90 is standard for all exterior exposed metal panel and G185 galvanized coating is not available. This was discussed and reviewed with the design team. It was confirmed with design team via email on March 17, 2025, that the 24-gauge steel metal panel roof panels will be switched to 040-gauge aluminum metal roof panels, with the same color and finish, across the entirety of the roof. Change of base material to aluminum is included.
- D. **Masonry Wall Heights:** CMU-10 and other masonry walls will be constructed to the elevations as shown on the structural and architectural drawings. Including hatched CMU walls on Plan Sheet S102 have top of wall elevation of 110'0" per Keynote 4 with wood framing above, unless otherwise identified to be taller CMU wall sections on architectural wall sections identified on plan sheets A501-A504.
- E. **Roof Solar:** Roof photovoltaic (PV) solar panels to be furnished and installed on roof by owner. Final solar panel layout to be determined by owner's solar consultant. Changes to structural framing roofing due to changes in solar panel layout from what's shown on plan sheet A210 are not included.
- F. **Slab Reinforcement and Slab Concrete Mix:** KA's subcontractor to carry reinforcement or wire mesh as indicated in the structural drawings. The specifications require 1.5 lbs fiber mesh in the concrete mix design for slab on grade, which is commonly in lieu of slab reinforcement. Fiber mesh in the slab on grade concrete mix design is not included.
- G. **Grouting of CMU Block Walls:** Architectural wall sections show block shaded from slab to footing, indicating grouting solid. Plan details on sheet A510 also call for grouting cores solid below grade. Architectural wall sections note to "SEE STRUCTURAL FOR FOOTINGS AND FOUNDATIONS". Discussed with project structural engineer. KA's subcontractor to include

grouting of cores with reinforcement, bond beams, and as otherwise noted on the structural drawings. Grouting all below-grade CMU block solid is not included.

## **Roofing & Exterior Enclosure**

- A. **Roof Solar:** Roof photovoltaic (PV) solar panels to be furnished and installed on roof by owner. Final solar panel layout to be determined by owner's solar consultant. Additional work for metal panel roofing system due to changes in solar panel layout from what's shown on plan sheet A210 are not included.
- B. **Thermally Modified Wood Siding System and Finishing:** Project specifications include finishing of the installed exterior thermally modified wood siding with Cutek Extreme Penetrating Wood Stabilizer (ST-2) per requirements of Section 09 9300, Section 2.20, Subsection D.2. Manufacturer's instructions for application of this product requires 3 to 5 days of dry weather with temperatures above 40 degrees (including overnight temperatures) to fully dry. Project schedule and sequencing has thermally modified wood siding system install starting on November 7, 2025 following erection of structural glulam framing and CLT decking. If weather conditions do not allow for immediate application and proper drying of the ST-2 finish coat, and the finish coat will be applied in Spring 2026. Protection of thermally modified wood siding from exterior exposure caused by weather delays between siding install and finish coat application is not included.

## **Interior Construction**

- A. **Door Hardware Group 112:** The toilet rooms doors that open to the exterior are labeled with door hardware group 18. Per clarification by design team on March 5, 2025, hardware group 18 noted between hardware groups 29 and 114 in Section 08 7105 should have been labeled hardware group 112, which applies to toilet room doors noted, including threshold, sweep, rain drip and weatherstripping. KA confirmed with subcontractor that they carried hardware group 112 at the toilet rooms to meet design team's intent.
- B. **SCREEN-1:** SCREEN-1 as shown on detail 6B/A611 and associated AV installation is by owner. This has been excluded.
- C. **10 4300 Emergency Specialties:** Section 10 4300 outlines requirements for automated external defibrillators (AED) and AED cabinets. There are no AED locations shown on the drawings and therefore have been excluded.
- D. **Natural Wood Exclusion:** This project has extensive use of natural woods. The Architectural Woodwork Institute (AWI) recommends relative humidity for indoor spaces containing woodwork between 25 and 55%. This shall be continuously applicable for the life of the interior woodwork. Per AWI: **"Without considerations made to properly regulate the relative humidity in any space containing architectural woodwork, some degree of failure of the**



**woodwork can be expected.”** We therefore do not warrant against natural wood shrinkage or expansion. This movement should be expected and anticipated.

### ***Fire Protection***

- A. **Fire Suppression:** Fire suppression has been carried as detailed. A fire pump has not been included as existing water pressures have been deemed adequate.

### ***HVAC & Plumbing***

- A. **Localized Controls:** Work includes localized controls only (no BAS system) with controls responsibility defined between Division 23 and Division 26 contractors on plan sheets PME1, M201 and similar. There are no supplemental controls specifications. Any controls work added or clarified post-bid not defined in the project drawings is excluded.
- B. **Timer Switch and 10V RA Thermostats:** Based on email feedback from the design team on March 5, 2025, we understand changes may be issued during construction to add a countdown-style timer switches to the Division 26 specifications, and changing thermostats that control exhaust fans EF-2 and EF-6 to 10V RA thermostats. These forthcoming changes are not included.
- C. **Water line to Irrigation Pad:** Water line is included from the building to irrigation service POC concrete pad shown on landscape plan sheet L213.

### ***Electrical Systems***

- A. **Roof Solar:** Roof photovoltaic (PV) solar panels to be furnished and installed on roof by owner. KA's subcontractor to provide j-box and 2-inch empty conduit with pull strings from panel HP in Mechanical Room 150 to the roof deck for a solar feed as required by Keynote 419 on plan sheet E201. Final solar panel layout to be determined by owner's solar consultant. Changes to this electrical work due to changes in solar panel layout from what's shown on plan sheet A210 are not included.
- B. **Power for EV Charging Stations:** Includes power connection for two (2) future electrical vehicle charging stations as noted on landscape plan sheet L213 and keynote 006 on plan sheet E001. Excludes connection and final hook-up of EV charging stations.
- C. **Power to Playground Area Concrete Pad:** Includes 110V/20A power rough-in connection to center of 30-foot x 30-foot concrete pad being poured on the lower (west) tier of the playground area as noted on the civil grading plan. Excludes electrical connections of power supply to playground equipment.

- D. **Power to Guardrail with Drink Rail:** Includes power to guardrail with drink rail as noted in landscape detail 01/L541 and Keynote 009 on plan sheet E008. Includes providing final connections to guardrail for power
- E. **Utility Company Costs:** By owner and excluded.
- F. **Temporary generators:** Excluded.
- G. **Dakota Electric Transformer Location:** Conduit and secondary wiring from the building to the transformer pad location on plan sheet L213 are included. Future adjustment to the transformer location, if required by Dakota Electric, and associated conduit and wiring related costs are excluded.

### **Civil/Site work**

- A. **W2 Precast Seat Walls:** At locations where W2 Precast Seatwalls are noted on landscape drawings, these are not precast per design team feedback and clarification noted in Addendum #3, but rather cast-in-place concrete structures. W2 Site Detail Keynote will be constructed as follows:
  - a. W2 noted on east side of circular walking path and west side of the building will be constructed as reinforced cast-in-place concrete terrace seating per detail 02/L511.
  - b. W2 shown bordering the poured-in-place (PIP) playground area will be constructed as reinforced cast-in-place concrete terrace seating per detail 02/L511.
  - c. W2 noted at north side of pool deck will be constructed as reinforced cast-in-place concrete seatwall per detail 02/L520.
- B. **Retaining Walls Adjacent to Exterior Stairs:** Keynote 49 on plan sheet C.202 notes “Poured Concrete Retaining Wall (See Structural)” but no structural detail for this wall. Per design team feedback, this retaining wall to be constructed per detail 01/L520 as clarified in Addendum #3.
- C. **Landscape Site Furnishings By Contractor:** The following site furnishings indicated as owner provided in the Site Detail Keynote legend on plan sheets L210 to L213 will be provided (furnished and installed) by KA’s subcontractor:
  - a. Precast Bench Type A: Noted by Site Keynote F1
  - b. Precast Bench Type B: Noted by Site Keynote F2
  - c. Pool Shade Structure - Funbrella: Noted by Site Keynote S5
- D. **Landscape Site Furnishings By Owner (Contractor Install):** The following site furnishings indicated as owner provided in the Site Detail Keynote legend on plan sheets L210 to L213 will be owner-provided, contractor installed:
  - a. Picnic Table – Type A (Maglin - Fava Cluster - Single Seats): Noted by Site Keynote F3
  - b. Picnic Table – Type B (Maglin - Fava Cluster - Double Seats): Noted by Site Keynote F4
  - c. Picnic Table – Type C (Maglin - Ogden Table): Noted by Site Keynote F5
  - d. Flexible Seating: Noted by Site Keynote F6
  - e. Pool Lounge Furniture: Noted by Site Keynote F7
  - f. Trash and Recycling Receptacles: Noted by Site Keynote F8

- g. Bike Racks: Noted by Site Keynote F9
  - h. Bollards: Noted by Keynote F11
  - i. Power Pedestal: Noted by Keynote F12
  - j. Tree Grates: Noted by Keynote F13
- E. **Park Sign Locations**: Site Detail Keynotes B1 and B2 on plan sheets L210 to L213 call out locations of park entry and playground entry signs, respectively. However, no detail or supplemental information on these signs was provided in the drawings or specifications. KA's selected subcontractor has carried \$1,000 allowance for both B1 and B2 signs, for total signage allowance of \$2,000. This allowance includes material and labor to install. Additional material and labor beyond \$2,000 allowance is not included.
- F. **Prefabrication Restroom Building**: Prior to issuance of Addendum 1, it was requested by the City that the onsite prefabricated restroom structure be disconnected, removed, and transported from Redwood Park to the City's Central Maintenance Facility located at 6442 140th St. W., Apple Valley, MN 55124. This is included in our GMP. After bidding timeline, it was further requested by the City that the delivery location be changed to Valleywood Golf Course. Additional costs incurred due to changing delivery location from 6442 140<sup>th</sup> St. W, Apple Valley, MN 55124 address are not included.
- G. **Existing Shelter Remaining in Place**: It was clarified by the design team prior to issuance of the last addenda that the existing shelter is to remain in its existing location below the flood plain. Addendum #3 civil plans C.102 and C.202 were updated to match. Scope includes demolition and removal of existing concrete pavement below the park shelter, and pouring new concrete pavement in its place. Excludes modification to the park shelter structure or foundations.
- H. **Site Fencing**: Fencing to be provided (furnished and installed) by contractor as specified and shown in the drawings, with the following clarifications:
- a. Fencing at Pool Area: Omega Maxx fencing included is to be surface (plate) mounted to the top of the 12-inch perimeter curb surrounding the pool deck.
  - b. Fencing at Play Area: Omega Maxx fencing included is to be surface (plate) mounted at the gate locations per the drawings. Remainder of the fence around the play area to be set in concrete.
  - c. Fencing at Trash Enclosure: Omega 100 fencing included is to be surface (plate) mounted to the top of the 2-foot wing wall around trash enclosure perimeter. Three (3) gate posts to be set in concrete.
  - d. Fencing at Tennis, Pickleball, Basketball Courts: All fencing set in concrete.
  - e. Ecuavolley Court: No fencing included at ecuavolley court per the drawings.
- I. **Monument Sign**: Included frost depth footing (bottom of footing at 60 inches below grade) for the monument sign identified by Keynote Q on plan sheet C.202, using dimensions scaled at 1"=30' as no dimensions were provided. Included footing dimensions of 5 feet wide, 14 feet long, and a 1 foot thick. Included stem foundation wall from top of footing to grade with a width of 3 feet, a length of 12 feet, and resulting height of 4 feet. Includes coordination for electrical power rough in. Excludes install and hook-up of digital monument sign on top of foundation provided.

EXHIBIT A-4  
ASSUMPTIONS AND CLARIFICATIONS

- J. Irrigation:** Includes irrigation layout and scope per irrigation drawings L350, L351, and L355. Irrigation drawings were not updated with the last changes to civil drawings in Addendum 3. Forthcoming changes to irrigation plan and scope are excluded.
- K. Court Surfacing:** Includes washing, surface preparation, surfacing and striping at the athletic courts as required by the plans, specifications, and email clarification provided by the design team on March 6, 2025:
- a. Provide Sport Master Sport Surfaces system at the Tennis, Pickleball and Basketball court area as outlined in the plan notes.
  - b. Provide Streetbond Surfacing system at the Ecuavolley courts, including 1 coat of filler course, 2 coats of acrylic resurfacer, 2 coats of SB120, 1 coat of SB150 via airless sprayer.
- L. Playground Clarifications:** Playground area is to be constructed and prepared for the playground equipment installation per drawings, specifications and supplemental requests made by playground equipment installer (Flagship), with the following clarifications:
- a. Playground equipment installation, including excavation and foundation construction, is excluded; by Flagship.
  - b. Poured-in-place (PIP) surfacing system is excluded; by Flagship.
  - c. KA's subcontractor to provide 6-inch hold down from top of finish grade elevation for Flagship's use in final tolerancing before poured in place (PIP) surfacing.
  - d. Includes up to 12-inch section of aggregate base below playground surfacing, pending final playground design requirements.
  - e. Includes stockpiling of 100 tons of additional aggregate base for use by Flagship to mound and shape playground area as required. Mounding and shaping of playground aggregate base is excluded.
  - f. Includes 30-foot x 30-foot x 6-inch-thick concrete pad reinforced with #6 reinforcement at 18" OC each way on the lower (west) tier of the playground area for support of the large octopus structure.
  - g. Includes 110V/20A power to center of 30-foot x 30-foot pad as noted in Electrical Systems clarifications above.
  - h. Includes drain tile installed within the aggregate base section below the playground area as laid out on utility plan C.502.
  - i. Excludes additional work to modify drain tile layout if final playground equipment foundation design has conflicts with drainage layout.
  - j. Excludes 4-inch concrete base below entire playground area (along with broom finishing and flood testing requirements noted), sonotube foundations noted, and PVC storm pipe/riser diagrammed in detail 04/L510.
  - k. Excludes providing a 2-inch concrete skim coat at sloped area between the top and bottom tiers of the playground area. 2-inch concrete skim coat by Flagship.
- M. Pool Deck Trench Drains:** Pool deck trench drains were called out on plan sheet C.502, but no specification for these drains or detail was otherwise provided. Following review and email approval by the design team on March 14, 2025, KA's subcontractor will provide (furnish and

install) up to 792 linear feet of NW100 All Polymer Sloped/Neutral Channel, Type 495Q gray plastic longitudinal ADA trench drain within the pool deck pavement area. There are forthcoming changes to the pool deck trench drain design following the elimination of the surrounding concrete wall and grading changes. These forthcoming changes are excluded.

- N. Structural Soil System at Trees:** The structural soil system will be provided at by KA's subcontractor per detail 05/L510 at three (3) tree locations noted surrounding the playground area on Sheet L312. The remainder of the tree locations onsite are typical tree install, and exclude the structural soil system detailed.
- O. Trash Enclosure:** A 2-foot finished height cast-in-place concrete wing wall will be provided for the trash enclosure according to detail 06/L510. This will be constructed as shown in the drawings, like a grade beam without a footing. Fencing clarifications for the trash enclosure can be found in the section above.
- P. Exterior Scoreboard:** Exterior Scoreboard 11 6843 is included in the specifications. The exterior scoreboard at the baseball field was removed from Sheet C.201 in Addendum #1. This was confirmed to be removed from the project per conversations with the City per the design team. All work associated with Section 11 6843 Exterior Scoreboards was removed and is excluded.

### ***Alternates Included in Base Bid***

- A. The following Alternates have been included in the base bid construction costs as follows:
  - a. Alternate #4 – Electric Heaters



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

5.A.  
March 27, 2025  
Regular Agenda

**Description:**

Proclaim April 25, 2025, as "Arbor Day" and May 2025 as "Arbor Month"

**Staff Contact:**

Taylor Stockert, Natural Resources Technician

**Department / Division:**

Natural Resources Division

**ACTION REQUESTED:**

Proclaim April 25, 2025, as "Arbor Day" and May 2025 as "Arbor Month".

**SUMMARY:**

Attached is a proclamation for Arbor Day and Arbor Month in the City of Apple Valley. In observance of the proclamation, the City typically holds a joint tree planting event with members of the Dakota Electric Association Board. The 2025 celebration is planned for 5:00 p.m. on Thursday, May 8 at Diamond Path Park, immediately prior to that evening's informal City Council meeting. Please mark your calendars accordingly.

Due to multiple forestry initiatives, including this proclamation, the City has been recognized as a "Tree City USA" consistently for 40 years by the Arbor Day Foundation.

As further observance of Arbor Day and Arbor Month and to promote reforestation in Apple Valley, Public Works staff has implemented the twenty-first annual tree and shrub sale. The pickup is scheduled for Saturday, April 26, at the Central Maintenance Facility.

**BACKGROUND:**

N/A

**BUDGET IMPACT:**

N/A

**ATTACHMENTS:**

Proclamation



**CITY OF APPLE VALLEY  
PROCLAMATION**

WHEREAS, trees are a highly valued resource because they beautify the landscape and have been shown to increase property values and reduce crime; and

WHEREAS, trees purify our air and water, reduce heating and cooling costs, serve as recreational settings, providing habitat for wildlife, and enrich our lives in many ways; and

WHEREAS, Apple Valley has been designated as a "Tree City USA" for 40 consecutive years by the National Arbor Day Foundation; and

WHEREAS, each year during Arbor Month the people of Apple Valley pay special attention to the gift that our trees represent and dedicate themselves to the continued health of our City's urban forest.

NOW, THEREFORE, the City Council of the City of Apple Valley, Dakota County, Minnesota, does hereby proclaim the following in Apple Valley:

**April 25, 2025 - ARBOR DAY**

**May 2025 - ARBOR MONTH**

FURTHER, this Council urges citizens to become more aware of the importance of trees and to participate in tree planting programs that will ensure a green Apple Valley in the decades to come and to nurture and protect Apple Valley's treasure of trees.

PROCLAIMED this 27th day of March, 2025.

\_\_\_\_\_  
Clint Hooppaw, Mayor

ATTEST:

\_\_\_\_\_  
Christina M. Scipioni, City Clerk



ITEM:  
COUNCIL MEETING DATE:  
SECTION:

5.B.  
March 27, 2025  
Regular Agenda

**Description:**

Adopt Resolution Supporting Retention of City Zoning Authority and Opposing Proposed Legislation Seeking to Limit Local Land Use Decision Making

**Staff Contact:**

Tom Lawell, City Administrator

**Department / Division:**

Administration Department

**ACTION REQUESTED:**

Adopt the resolution supporting retention of city zoning authority and opposing proposed legislation seeking to limit local land use decision making.

**SUMMARY:**

The Minnesota Legislature is currently considering a number of bills aimed at limiting long-standing city authority over land use and development. These bills include:

- SF 2229 / HF 1987 ("Minnesota Starter Home Act")
- SF 2231 / HF 2140 ("More Homes Right Places Act")
- SF 2286 / HF 2018 ("Transforming Main Street Act")
- SF 1268 / HF 1309 ("People Over Parking Act")

These bills, if adopted, would greatly restrict local government zoning and land use authority and would remove public input in the residential development process. It would also authorize land development contrary to the City's adopted 2040 Comprehensive Plan. For these reasons, it is recommended that the City consider a resolution supporting the retention of city zoning authority and officially opposing proposed legislation seeking to limit local land use decision making.

**BACKGROUND:**

The proposed bills focus on the elimination of local control relative to zoning and land use regulations to allow housing developers to build housing with greater density in traditional single-family neighborhoods and elsewhere in the community.

If adopted, the legislation could significantly affect the character of existing single-family neighborhoods in the community by allowing added housing density on each residential lot. It would also force administrative approvals of projects that meet the standards in the bill language and would prohibit public input on the approval process. Development proposals in Apple Valley have traditionally followed a very public process with deliberation by the Planning Commission and City Council and public input has always been encouraged. The proposed legislation would move such approvals to the staff level which would limit public transparency and would be contrary to traditional democratic principles.

Specific provisions of concern in each of the proposed bills include:

#### SF 2229, Port - “Starter Homes” bill

- Requires duplexes, ADUs, and townhouses be permitted in any zoning district that permits residential use, with some restrictions for townhomes only in newly platted districts and vacant lots.
- Sets strict setback limitations, minimum lot sizes, and maximum lot coverage requirements.
- Limits a city from imposing minimum parking requirements and limits a city’s ability to condition approval of a residential permit related to the creation of an HOA, or the inclusion of a service, feature, or common property necessitating an HOA.
- Establishes an administrative approvals process, allowing for only one community meeting before approval of a request and limits a city’s ability to use a planned unit development agreement, among other provisions.

#### SF 2286, Clark – Multifamily Housing in Commercial Districts

- Requires that residential development be permitted use in any zoning district that authorizes commercial uses (except for heavy industrial).
- Sets strict standards related to floor area ratios and height limitations.
- Limits requirements related to construction materials, architectural elements, durability, energy efficiency, building egress, or light access, except as required by the State Building Code, and limits a city from imposing minimum parking requirements.
- Requires a city to establish an administrative approval process related to these developments, requires approval in a strict time frame, and allows for only one community meeting prior to approval of the request.

#### SF 2231, Boldon – Mixed-Use Housing Zones Bill

- Requires municipalities to enact ordinances creating mixed-use housing zones and to create commercial corridor districts that encompass every lot in the city with frontage on a municipal state-aid street.
- Requires cities to authorize the following housing types in residential mixed-use zones: single-family, townhouse, duplex, triplex, four-plex and ADUs.
- “Urban” municipality is defined as cities other than a city of the first class adjacent to or has a border within one mile of the border of a city greater than 150,000 population. “Non urban” municipality is a city greater than 10,000 population and not an urban municipality or city of the first class.
- Required housing types must be allowed on at least 50 percent of the area within a city zoned to permit residential use for “non urban” municipalities, and 75 percent of the area zoned residential for “urban” municipalities.
- Requires establishing an administrative approvals process. Cities may not require more than one community meeting prior to approving a request.
- Sets a failure to comply section. If a city fails to adopt new standards that meets requirements by certain dates based on city type, any type of mixed housing would then be allowed without restriction on any lot zoned to allow residential use.

#### SF 1268, Fateh - Minimum Parking Mandate Prohibited

- Removes the ability for cities to set minimum parking mandates, except for ordinances related to disability parking spaces.

Land development within the City of Apple Valley is currently guided by our 2040 Comprehensive Plan which was developed in collaboration with citizens, community and business organizations, school districts and many others, and which was approved by the Metropolitan Council. This legislation would negate important provisions in our approved 2040 Comprehensive Plan and would jeopardize long-range planning efforts involving the City's essential infrastructure (roads, water mains, sewer lines and stormwater management systems), threatening to overwhelm these systems.

The legislation places no limits on the number of units a given community would be forced to add and significant increases in housing density would result in added infrastructure costs which should not become the responsibility of existing residents and businesses. We are also concerned about possible environmental harm caused by excessive storm water flow caused by increased impervious surface related to the incremental densification of our housing stock.

We are also concerned that the appropriation of commercially guided property, which would be allowed for multi-family housing development with no restriction on the number of units, would also have long-term impacts on the City's commercial/industrial tax base and would limit the City's attraction of head of household jobs to the community.

Due to the negative impacts of this proposed legislation, it is recommended that the City Council adopt the attached resolution supporting the retention of city zoning authority and opposing proposed legislation seeking to limit local land use decision making.

Our local legislative delegation, comprised of Senator Erin Maye Quade and Representatives Robert Bierman and John Huot, have been informed of the City's concerns relative to these bills. When the delegation visited with the City Council on January 9, 2025 local preemption of zoning and land use development was already a known concern for this legislative session. City support for local zoning authority was expressed at that time. We encourage our legislators to continue to work with cities to arrive at compromise language that helps support the production of affordable housing without diminishing local authority and the rights of the public to engage with their local officials on matters related to their neighborhoods.

#### **BUDGET IMPACT:**

Unknown, but potentially significant, depending on the number of new multi-family housing units ultimately created within existing single-family neighborhoods and on property currently guided for commercial use.

#### **ATTACHMENTS:**

Resolution  
Exhibit  
Presentation



CITY OF APPLE VALLEY  
RESOLUTION NO. 2025-

A RESOLUTION SUPPORTING RETENTION OF CITY ZONING  
AUTHORITY AND OPPOSING PROPOSED LEGISLATION  
SEEKING TO LIMIT LOCAL LAND USE DECISION MAKING

WHEREAS, the Minnesota State Legislature is currently considering proposed legislation aimed at limiting long-standing city authority over local land use and development; and

WHEREAS, bills currently being considered include SF 2229 / HF 1987 (“Minnesota Starter Home Act”), SF 2231 / HF 2140 (“More Homes Right Places Act”), SF 2286 / HF 2018 (“Transforming Main Street Act”) and SF 1268 / HF 1309 (“People Over Parking Act”); and

WHEREAS, the legislation, if adopted, would greatly restrict local government zoning and land use authority and would severely limit public input related to the residential development process; and

WHEREAS, the legislation could significantly affect the character of existing single-family neighborhoods in the community by allowing greater housing density on each residential lot; and

WHEREAS, the legislation forces administrative approvals of projects that meet the standards in the bill language and prohibits public input on the approval process before the Planning Commission and City Council; and

WHEREAS, land development within the City of Apple Valley is currently guided by its 2040 Comprehensive Plan which was developed in collaboration with citizens, community and business organizations, school districts and many others, and which was approved by the Metropolitan Council; and

WHEREAS, these bills, if adopted, would overturn this approved 2040 Comprehensive Plan and would jeopardize long-range planning efforts involving the City’s essential infrastructure (roads, water mains, sewer lines and stormwater management systems), threatening to overwhelm these systems; and

WHEREAS, significant increases in housing density will result in added infrastructure costs which should not become the responsibility of existing residents and businesses. Without a remedy, this legislation could result in property tax increases over time; and

WHEREAS, the proposed legislation is an attempt to address housing availability and affordability challenges by inappropriately limiting city authority over zoning and land use decisions, transferring that authority to the state government; and



WHEREAS, these proposed measures fail to adequately address housing affordability and offer no guarantees that cost savings realized by housing developers would translate into lower housing costs for prospective homeowners or renters.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apple Valley, Dakota County, Minnesota, strongly supports the retention of city zoning authority and opposes the proposed legislation what would broadly limit local zoning and land use decision making related to residential development; and

BE IT FURTHER RESOLVED that it urges the legislature to recognize the negative impacts associated with this proposed legislation and to withhold action on the bills until suitable amendment language can be developed in consultation with the League of Minnesota cities and other municipal groups; and

ADOPTED this 27th day of March, 2025.

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Clint Hooppaw, Mayor

ATTEST:

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Christina Scipioni, City Clerk



## City of Apple Valley

### Concerns with 2025 Proposed Housing Bills (SF2229/HF1987, SF2231/HF2140, SF2286/HF2018, SF1268/HF1309)

- The City of Apple Valley strongly opposes SF2229/HF1987, SF2231/HF2140, SF2286/HF2018 and SF1268/HF1309.
- These bills would greatly restrict local government zoning and land use authority and would remove public input in the residential development process. This is counter to our shared democratic ideals.
- The proposed legislation has the potential to undo years of thoughtful community engagement. It also would instantly subject residents to the prospect of a significant change of character in their neighborhood. The bill provides no recourse to residents concerned about these changes and deprives them of their right to petition local government to redress their grievances.
- These bills would overturn the long-range local Comprehensive Plans adopted by cities within the metropolitan area. These carefully crafted Comprehensive Plans are updated every ten years in accordance with regional systems plans issued by the Metropolitan Council. These bills represent a wholesale abandonment of these planning efforts.
- A community's Comprehensive Plan is developed in collaboration with citizens, community and business organizations, school districts and many others. Citizen-led Planning Commissions and City Councils devote hundreds of hours to balance interests and forge a community consensus on the future of their community. Abandonment of that process is unwise and misguided.

- A community's Comprehensive Plan guides the development of its key municipal infrastructure components such as roads, water mains, sewer lines, and stormwater management systems. Land use density affects all these systems and cannot be changed overnight.
- Increased density will result in added costs. Unless state funding mechanisms are created, citizens will be forced to bear the cost of increasing the capacity of infrastructure improvements to accommodate added growth. Absent a permanent and sufficient funding source, this bill will increase property taxes.
- Forcing all commercially zoned property in a community to accommodate multi-family housing redirects land intended to provide jobs for the community into yet more housing. This creates an imbalance in long-range community planning efforts and will force more people to commute longer distances to their places of employment. Arbitrarily opening all commercial land to housing is not the answer. As we seek to be more sustainable and green, housing needs to be connected to nearby jobs.
- These bills would significantly preempt local government zoning authority. Mayors and Councilmembers are duly elected by their citizens and are in the best position to make decisions on behalf of their community.
- These bills attempt to create a "one-size-fits-all" approach which does not respect the uniqueness of communities across the state.
- These bills are uniformly opposed by the League of Minnesota Cities, Metro Cities, and other local government associations.
- Given the magnitude of the impacts associated with these bills, the legislature should take a step back and provide more time to work on a bill that better respects decades worth of planning and infrastructure investment in our communities. We look forward to working with you on crafting a better approach.



## **City of Apple Valley**

### **The Importance of Maintaining a Proper Balance of Housing and Jobs within a Community**

The City of Apple Valley worked with the community for over two years to develop its 2040 Comprehensive Plan. It carefully considered the land use goals of the community and concluded additional commercial/industrial development was needed for the following reasons:

- The City's 2040 Comprehensive Plan states that the main goal of Apple Valley's economic development strategy is to continue to increase local employment; specifically, to increase the number of jobs that pay well enough to sustain a household. Attracting large employers to the area remains a high priority.
- A key consideration in the planning process is seeking a balance of jobs and housing. Too few jobs relative to available housing stock means residents will have to travel outside the community for employment. Increased commercial/industrial development provides added employment opportunities and helps to shorten commuting distances, thereby reducing highway congestion, air pollution and environmental harm.
- A standard measure of jobs-housing balance is the ratio of jobs to households. The American Planning Association recommends a ratio of jobs to households of 1.3 to 1.7. Apple Valley's current jobs per household ratio is only 0.77. Apple Valley needs to up its ratio and zoning is the proper tool to guide this transformation.
- The vast majority of vacant land in Apple Valley is guided for commercial/industrial development to increase employment opportunities, increase tax base, and help alleviate tax burdens on residents. SF2229/HF1987, SF2231/HF2140, SF2286/HF2018 and SF1268/HF1309, as currently written, would eliminate the City's ability to achieve this goal by removing needed zoning control and opening commercially guided property to yet more housing.

# Update on Minnesota Legislature Housing Bills

March 27, 2025



1

## Background

- Discussed Legislative Topics at January 9 Informal City Council Meeting with Local Legislators.
- Many housing bills introduced this legislative session aimed at increasing the production of housing.
- Many go too far and result in the loss of local control over land use development with far reaching consequences.

2

## Current Status

- Four primary bills advancing at the legislature.
- SF 2229 / HF 1987 (“Minnesota Starter Home Act”)
- SF 2231 / HF 2140 (“More Homes Right Places Act”)
- SF 2286 / HF 2018 (“Transforming Main Street Act”)
- SF 1268 / HF 1309 (“People Over Parking Act”)

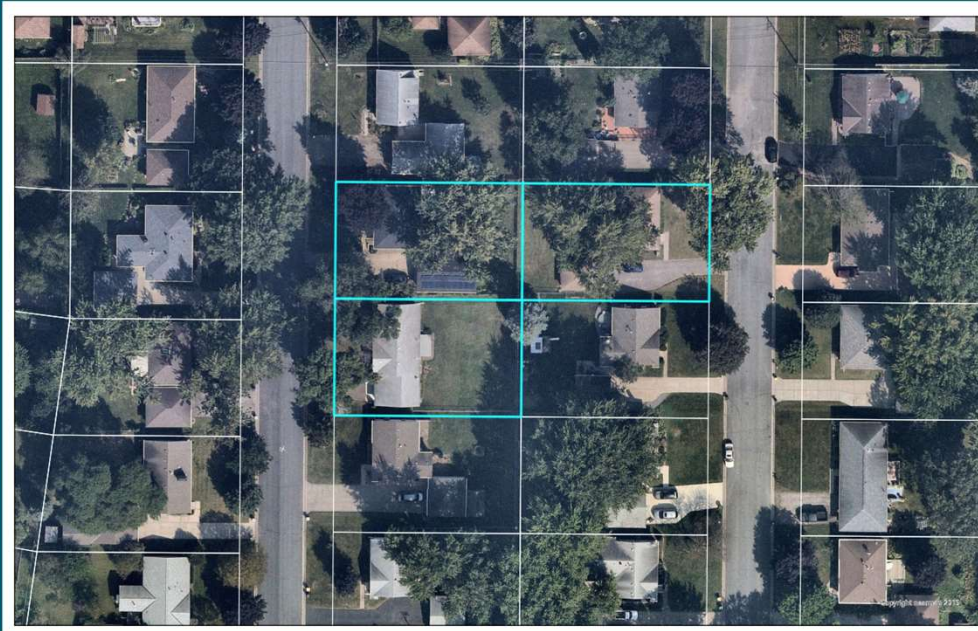
3

## SF 2229 / HF 1987 (“Minnesota Starter Home Act”)

- Would require cities to:
- Permit at least two units on any single-family zoned lot and allow accessory dwelling units on lots with single-family homes.
- Limit minimum lot sizes to one-eighth acre (5,445 square feet) for duplexes and single-family homes.
- Prohibit minimum lot sizes for townhomes larger than 1,500 square feet.
- Allows at least 80% lot coverage and restricts floor area ratio and setbacks.

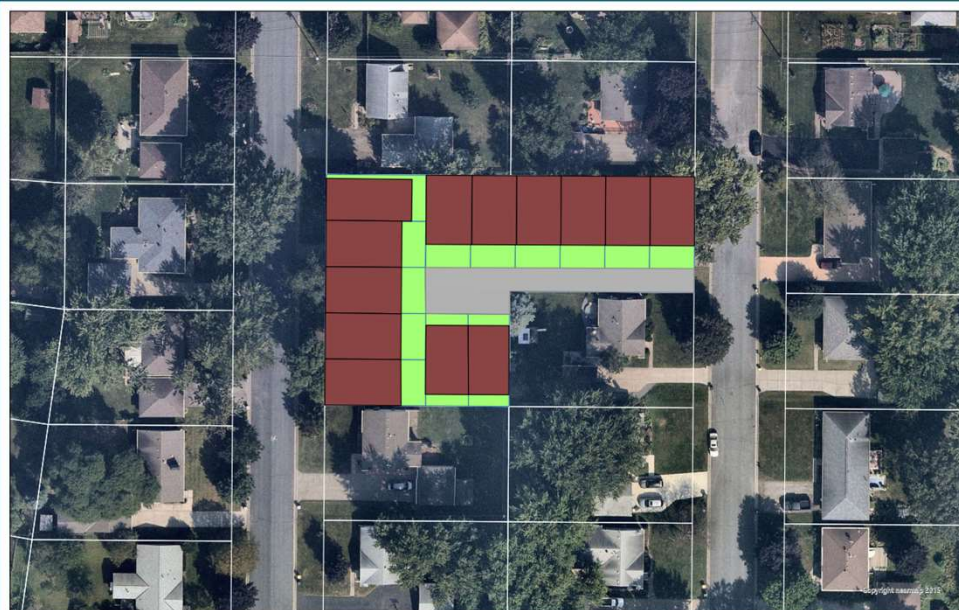
4





Source: City of Eagan

5



Conversion of single family lots-~9,000 sf  
13 townhome units-minimum 60 ft lot depth  
Zero setback-80% maximum building coverage

Source: City of Eagan

6

## SF 2229 / HF 1987 (“Minnesota Starter Home Act”)

- Prohibits minimum parking requirements for any development.
- Requires an administrative review approval process for residential developments with no more than one public meeting (not hearing).
- Contains contradictory language that could result in legal challenges during implementation

7

## SF 2231 / HF 2140 (“More Homes Right Places Act”)

- Delete everything amendment offered on March 12.
- Nonurban municipalities (cities over 10,000 residents that don’t qualify as urban municipalities or first-class cities) must:
- Upzone 50% of residential areas to allow townhomes, duplexes, triplexes by right, or any combination of development to permit an average density of one unit per 4,000 square feet.
- First-, second-, and third-class cities must create “commercial corridor districts” along municipal state-aid streets, allowing higher density development per acre.

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## **SF 2231 / HF 2140 (“More Homes Right Places Act”)**

- The bill would also:
- Limit setbacks, floor area ratio, lot coverage, and minimum square footage rules in mixed-use housing zones.
- Prohibit minimum unit sizes, construction material requirements, and local design standards beyond state building codes.
- Eliminate minimum parking requirements for all developments.
- Limit usage of planned unit developments and conditional use permits.
- Require an administrative approval process with no more than one public meeting (not a hearing).

9

## **SF 2286 / HF 2018 (“Transforming Main Street Act”)**

- Require all cities to permit multifamily and mixed-use development in any commercial zoning district, except for heavy industrial zones.
- Allow cities to require that developments authorized in the bill include commercial use on the ground floor but only if the development is replacing existing commercial or industrial structures.
- Limits city review of projects under 300 units, prohibiting consideration of traffic, noise, or nuisance concerns.
- Requires all metro-area cities to allow multifamily buildings up to 75 feet tall in commercial districts.

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## **SF 2286 / HF 2018 (“Transforming Main Street Act”)**

- Prohibit cities from requiring egress, durability, or energy efficiency standards, and limits any setback and lot coverage requirements beyond those required for commercial buildings.
- Eliminate parking minimums for all new developments.
- Require cities to award density bonuses for affordable housing.
- Mandate an administrative review process with no more than one public meeting (not hearing).
- Contains contradictory language that could result in legal challenges during implementation.

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## **SF 1268 / HF 1309 (“People Over Parking Act”)**

- Prohibit all cities from requiring minimum parking spaces for any new development including commercial, industrial, and residential.
- Allow cities to specify disabled parking requirements.

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## Concerns

- “One size fits all” approach is not workable.
- Would greatly restrict local government zoning and land use authority.
- Would remove meaningful public input in the residential development process.
- Would subject current residents to the prospect of significant change of character in their neighborhood.
- Overturns development assumptions used in the preparation of Apple Valley’s adopted 2040 Comprehensive Plan.

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## Concerns

- Provides no limits on how much additional housing could be added.
- Could overwhelm municipal infrastructure (roads, water mains, sewer lines, and stormwater management systems).
- No mechanism provided to make new development pay for added costs - could financially impact existing property owners.
- Vagueness in the proposed language may lead to future legal challenges.
- Forces all commercially zoned property to accommodate multi-family housing.

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## Concerns

- Our long-range planning to add more commercial/industrial tax base and head of household jobs to the community could be impacted.
- Greater commercial/industrial tax base helps to lower the property tax burden for Apple Valley residents.
- A standard measure of jobs-housing balance is the ratio of jobs to households. The American Planning Association recommends a ratio of jobs to households of 1.3 to 1.7.
- Apple Valley's current jobs per household ratio is only 0.77.
- Apple Valley needs to up its ratio and zoning is the proper tool to guide this transformation.

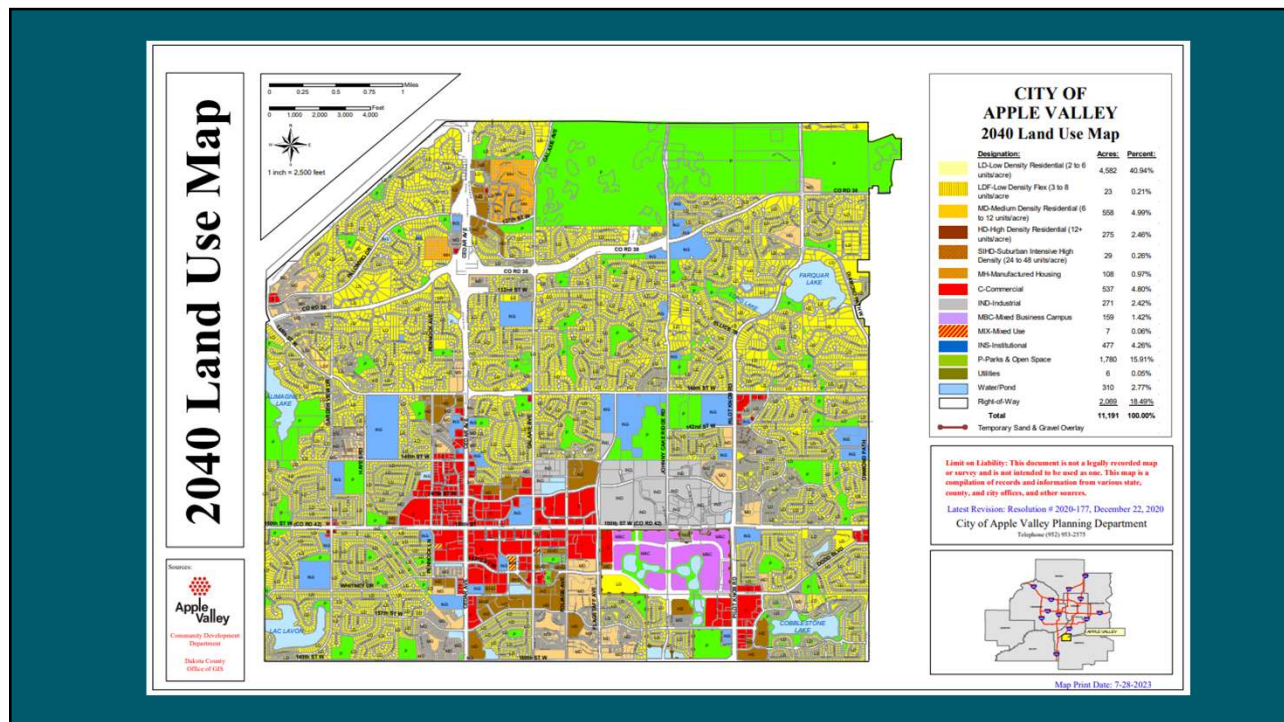
15

## Dakota County Taxable Market Value Comparison of Residential/Apartments to Commercial/Industrial Tax Year 2025 Payable 2026

	Residential & Apartments	Commercial/ Industrial	Ratio C/I to Housing
Apple Valley	\$7,493,656,865	\$780,181,200	10.41%
Burnsville	\$7,501,924,137	\$1,984,718,000	26.46%
Eagan	\$10,170,683,639	\$3,082,749,900	30.31%
Lakeville	\$11,980,348,876	\$1,550,500,100	12.94%
Rosemount	\$4,480,959,981	\$599,898,800	13.39%

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## What's Next?

- Bills already heard in the House Housing Finance and Policy Committee and the Senate Housing and Homelessness Prevention Committee.
- Bills are scheduled to be heard by House Elections Finance and Government Operations Committee and the Senate State and Local Government Committee prior to upcoming legislative deadline of April 4.
- Encourage residents to share their opinion of the proposed bills with legislators.
- Continue to work with legislators to voice our concerns.

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## Staff Recommendation

Adopt Resolution Supporting Retention of City Zoning Authority and Opposing Proposed Legislation Seeking to Limit Local Land Use Decision Making

19

**WHEREAS**, the Minnesota State Legislature is currently considering proposed legislation aimed at limiting long-standing city authority over local land use and development; and

**WHEREAS**, bills currently being considered include SF 2229 / HF 1987 (“Minnesota Starter Home Act”), SF 2231 / HF 2140 (“More Homes Right Places Act”), SF 2286 / HF 2018 (“Transforming Main Street Act”) and SF 1268 / HF 1309 (“People Over Parking Act”); and

**WHEREAS**, the legislation, if adopted, would greatly restrict local government zoning and land use authority and would severely limit public input related to the residential development process; and

**WHEREAS**, the legislation could significantly affect the character of existing single- family neighborhoods in the community by allowing greater housing density on each residential lot; and

**WHEREAS**, the legislation forces administrative approvals of projects that meet the standards in the bill language and prohibits public input on the approval process before the Planning Commission and City Council; and

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**WHEREAS**, land development within the City of Apple Valley is currently guided by its 2040 Comprehensive Plan which was developed in collaboration with citizens, community and business organizations, school districts and many others, and which was approved by the Metropolitan Council; and

**WHEREAS**, these bills, if adopted, would overturn this approved 2040 Comprehensive Plan and would jeopardize long-range planning efforts involving the City's essential infrastructure (roads, water mains, sewer lines and stormwater management systems), threatening to overwhelm these systems; and

**WHEREAS**, significant increases in housing density will result in added infrastructure costs which should not become the responsibility of existing residents and businesses. Without a remedy, this legislation could result in property tax increases over time; and

**WHEREAS**, the proposed legislation is an attempt to address housing availability and affordability challenges by inappropriately limiting city authority over zoning and land use decisions, transferring that authority to the state government; and

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**WHEREAS**, these proposed measures fail to adequately address housing affordability and offer no guarantees that cost savings realized by housing developers would translate into lower housing costs for prospective homeowners or renters.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Apple Valley, Dakota County, Minnesota, strongly supports the retention of city zoning authority and opposes the proposed legislation what would broadly limit local zoning and land use decision making related to residential development; and

**BE IT FURTHER RESOLVED** that it urges the legislature to recognize the negative impacts associated with this proposed legislation and to withhold action on the bills until suitable amendment language can be developed in consultation with the League of Minnesota cities and other municipal groups; and

**ADOPTED** this 27th day of March, 2025.

Clint Hooppaw, Mayor

Christina Scipioni, City Clerk

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# Discussion



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## Apple Valley Legislative Delegation



Senator  
District 56  
Erin Maye Quade  
651-296-4120  
[Sen.Erin.Mayequade@  
mnsenate.gov](mailto:Sen.Erin.Mayequade@mnsenate.gov)



Representative  
District 56A  
Robert Bierman  
651-296-5506  
[Rep.Robert.Bierman@  
House.mn.gov](mailto:Rep.Robert.Bierman@House.mn.gov)



Representative  
District 56B  
John Huot  
651-296-4306  
[Rep.John.Huot@  
House.mn.gov](mailto:Rep.John.Huot@House.mn.gov)

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## Dakota County Comparison of Commercial/Industrial Value Per Capita 2024

	Population	Commercial/ Industrial	Ratio C/I to Population
Apple Valley	56,252	\$780,181,200	\$13,869
Burnsville	65,327	\$1,984,718,000	\$30,381
Eagan	69,299	\$3,082,749,900	\$44,485
Lakeville	75,217	\$1,550,500,100	\$20,614
Rosemount	26,965	\$599,898,800	\$22,247

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## Dakota County Comparison of Commercial/Industrial Value Per Capita 2024

	Employment	Commercial/ Industrial	Ratio C/I to Employment
Apple Valley	15,549	\$780,181,200	50,176
Burnsville	33,640	\$1,984,718,000	58,999
Eagan	51,288	\$3,082,749,900	60,107
Lakeville	20,896	\$1,550,500,100	74,201
Rosemount	8,304	\$599,898,800	72,242

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## Apple Valley Housing Production 2014 to 2024

	New Units	Valuation	Percentage of Units	Percentage of Value
New Single-Family Dwellings/ Detached Homes	624	\$177,548,332	23.32%	36.86%
New Townhouses / Attached Homes	167	\$39,276,571	6.24%	8.15%
New Condominiums	58	\$15,768,000	2.17%	3.27%
New Apartments	1,827	\$249,055,535	68.27%	51.71%
<b>TOTAL</b>	<b>2,676</b>	<b>\$481,648,438</b>	<b>100.00%</b>	<b>100.00%</b>

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## Affordable Housing Resources

Apple Valley collaborates closely with agencies such as the [Dakota County CDA](#) to offer affordable housing opportunities and resources to both [renters and first-time homebuyers](#).





### Homeownership Support

- First-time homebuyer loans
- Homebuyer education
- Downpayment assistance
- Rental housing registration

### Renting Support

- Rental housing vouchers
- Workforce housing
- Senior housing
- Rental housing registration



**\$1,678**  
Gross Rent

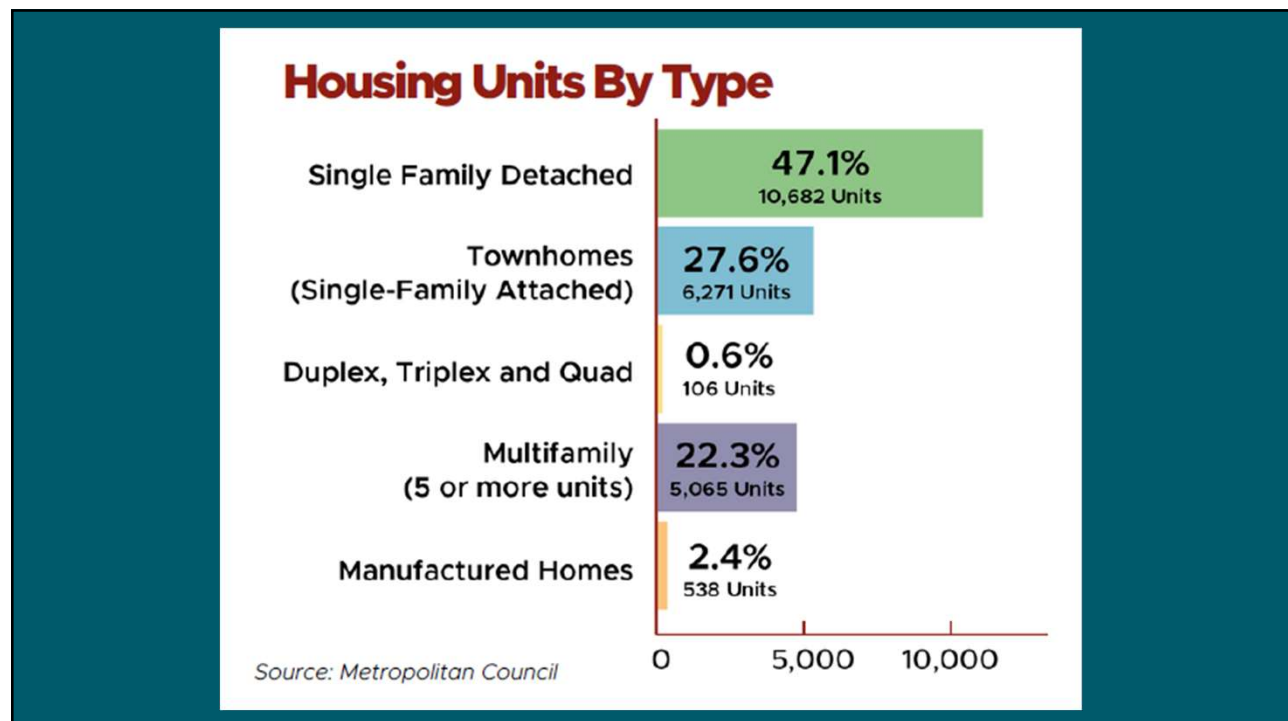


**\$354K**  
Median Housing Value



**72.9%**  
Rate of Ownership

29



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## Affordable Housing in Apple Valley



In Apple Valley, approximately 20% of all housing serves those who make up to 60% of the Area Median Income (AMI).

### Affordable Housing Units Based on AMI

% AREA MEDIAN INCOME (AMI)	OWNED UNITS	RENTAL UNITS
Affordable at or below 30% of AMI	185	271
Affordable at 31-50% of AMI	877	545
Affordable at 51-60% of AMI	1,226	1,301

The above chart shows housing in Apple Valley at or below 60% of the AMI.  
Source: Metropolitan Council



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## Our Goals for Affordable Housing

### Expand Affordable Housing:

Partner with local and regional organizations to ensure equitable access to affordable housing for all.

### Diverse Housing Options:

Provide a variety of housing choices to accommodate all demographics and community needs.

### Sustainable Development:

Promote quality housing that respects the environment, enhances resident health, safety, and security.

### Energy Efficiency:

Encourage the reduction of greenhouse gas emissions, adoption of renewable resources, and increased energy independence for homeowners and renters.

### Property Maintenance and Investment:

Support maintenance, remodeling, and investment in all housing types to maintain vibrant communities.

Source: City of Apple Valley 2040 Comprehensive Plan

We strive to provide diverse, affordable housing for all demographics through partnerships and supportive policies, promote sustainable and energy-efficient developments, and ensure all residences are well-maintained, safe.



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ITEM:

7.

COUNCIL MEETING DATE:

March 27, 2025

SECTION:

Calendar of Upcoming Events

**Description:**

Approve Calendar of Upcoming Events

**Staff Contact:**

Stephanie Marschall, Deputy City Clerk

**Department / Division:**

City Clerk's Office

**ACTION REQUESTED:**

Approve the calendar of upcoming events as listed in the summary below, and noting each event listed is hereby deemed a Special Meeting of the City Council.

**SUMMARY:**

Thur./Mar. 27	6 p.m.	Municipal Center	<del>Economic Development Authority Meeting</del> <b>CANCELLED</b>
Thur./Mar. 27	7 p.m.	Municipal Center	Regular City Council Meeting*
Wed./Apr. 2	7 p.m.	Municipal Center	Planning Commission Meeting
Thur./Apr. 3	8 a.m.	Nordstrom Rack	Grand Opening Celebration
Thur./Apr. 3	6 p.m.	Municipal Center	Informal Parks & Recreation Advisory Committee Meeting
Thur./Apr. 3	7 p.m.	Municipal Center	Regular Parks & Recreation Advisory Committee Meeting
Wed./Apr. 9	9 a.m.	Municipal Center	Firefighters Relief Association Board Meeting
Thur./Apr. 10	4:30 p.m.	Municipal Center	Council Photos
Thur./Apr. 10	5:30 p.m.	Municipal Center	Informal City Council Meeting
Thur./Apr. 10	7 p.m.	Municipal Center	Regular City Council Meeting*
Fri./Apr. 11	8:30 a.m.	Valleywood	Special Informal City Council Meeting (Goal Setting)
Sat./Apr. 12	9 a.m.-3 p.m.	Eastview High School	Apple Valley Home & Garden Expo
Tue./Apr. 15	2 p.m.	Municipal Center	Cemetery Advisory Committee Meeting
Wed./Apr. 16	7 p.m.	Municipal Center	Planning Commission Meeting
Wed./Apr. 23	5 p.m.	Skating Center, Roseville, MN	Metro Cities Annual Meeting
Thur./Apr. 24	6:45 p.m.	Municipal Center	Volunteer Recognition Reception

Thur./Apr. 24 7 p.m.

Municipal Center

Regular City Council  
Meeting\*

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**BACKGROUND:**

Each event is hereby deemed a Special Meeting of the City Council, the purpose being informational or social gathering. Only events marked with an asterisk (\*) will any action of the Council take place.

**BUDGET IMPACT:**

N/A