March 26, 2026, City Council Regular Meeting Agenda

7:00 PM

Apple Valley Municipal Center
7100 147th Street West, Apple Valley

1. Call To Order And Pledge
2. Approve Agenda
3. Audience - 10 Minutes Total Time Limit - For Items Not On This Agenda
4. Consent Agenda

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

   A. Approve minutes of the regular meeting of March 12, 2026

   B. Adopt Resolution setting public hearing at 7:00 p.m. on April 23, 2026, to consider On-Sale Wine and 3.2 Percent Malt Liquor License application from Serious Sanji Apple Valley, LLC, 7625 148th Street W.

   C. Adopt Resolution accepting donations from various businesses and organizations for 2026 Mid-Winter Fest

   D. Adopt Resolution accepting donation from Carter Seppelt for use by Parks and Recreation Department

   E. Proclaim April 24, 2026 as "Arbor Day" and May 2026 as "Arbor Month"

   F. Adopt Resolution approving appropriation of committed funds

   G. Receive Parks and Recreation Advisory Committee and Department's 2025 Annual Report

   H. Receive Apple Valley Planning Commission 2025 Annual Report

   I. Adopt Resolution approving a Conditional Use Permit for Niemann Ace Hardware outdoor display and sales area and attaching conditions thereto

   J. Adopt Resolution approving one-year extension of a Conditional Use Permit for a wireless communications monopole, Bethel Assemblies of

God Church, 14201 Cedar Avenue

K. Adopt Resolution supporting an application to the Minnesota Department of Natural Resources Local Trail Connections Program for a trail connection at Roers Pond and Founders Lane

L. Convention and Visitors Bureau (CVB)

1. Extend agreement with the Apple Valley Chamber of Commerce to administer the CVB through December 31, 2027
2. Approve 2026 CVB budget

M. Authorize the Police Chief to enter into a memorandum of understanding with property owners to proactively address trespassing and other ordinances

N. Approve memorandum of understanding with the United States Postal Inspection Service

O. Approve grant agreement with the State of Minnesota for participation in the Intensive Comprehensive Peace Officer Education and Training program

P. Adopt Resolution approving plans and specifications for Project 2026-141, Neighborhood Parks Improvements, Phase 2, and authorizing advertisement for receipt of bids April 21, 2026, at 2:00 p.m. (2023 Parks Bond Referendum)

Q. Adopt Resolution awarding agreement for Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements

R. Approve playground equipment/installation purchase orders for Project 2026-116, Neighborhood Parks Improvements (2023 Parks Bond Referendum)

1. Purchase order with Landscape Structures, Inc., for playground equipment and with Sawtooth Holdings, Inc., d/b/a Flagship Recreation, for installation for Hagemeister Park
2. Purchase orders with PlayPower LT Farmington, Inc., for Cedar Knolls, Findlay, Fred J. Largen, Longridge, and Wallace Parks
3. Purchase order with St. Croix Recreation Fun Playgrounds, Inc., for Tintah Park

S. Approve playground equipment purchase order with Landscape

Structures, Inc., and installation purchase order with Sawtooth Holdings, Inc., d/b/a Flagship Recreation, for Project 2026-141, Neighborhood Parks Improvements, Phase 2, at Moeller Park (2023 Parks Bond Referendum)

T. Approve purchase orders with Webber Recreational Design, Inc., for exterior tables and benches (2023 Parks Bond Referendum)

    1. At Redwood Park for Project 2024-189, Redwood Park Reconstruction
    2. At Kelley Park for Project 2024-190, Kelley Park Renovation

U. Approve agreement with Minnesota Ag Power, Inc., d/b/a Midwest Machinery Company, for Project 2026-138, Mower and Snowblower Lease 2026–2027

V. Surplus parks equipment

    1. Declare playground equipment at various parks to be surplus
    2. Approve agreement with Auction Masters, Inc., to hold an online auction

W. Approve Change Order No. 7 to agreement with Kraus-Anderson Construction Company for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

X. Approve Change Order No. 2 to agreement with Kraus-Anderson Construction Company for Project 2024-190, Kelley Park Renovation (2023 Parks Bond Referendum)

Y. Project 2021-172, Police Garage

    1. Approve revised AIA Documents C132-2019 and E235-2019 agreement with RJM Construction, LLC for Project 2021-172, Police Garage
    2. Approve change order to agreement with RJM Construction, LLC for Project 2021-172, Police Garage
    3. Approve acceptance and final payment on agreement with RJM Construction, LLC for Project 2021-172, Police Garage

Z. Approve acceptance and final payment on agreement with Bituminous Roadways, Inc., for Project 2025-154, Neighborhood Parks Improvements (2023 Parks Bond Referendum)

AA. Approve claims and bills

BB. Approve Pay Equity Report

CC. Approve Personnel Report

5. Regular Agenda

   A. Introductions and Oaths of Office of Firefighters

   B. Apple Valley Technology Park (Data Center) Project — Oppidan Development

      1. Adopt Resolution denying the Preliminary Plat of Apple Valley Technology Park as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein
      2. Adopt Resolution denying the Site & Building Plan and Building Permit Authorization for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein
      3. Adopt Resolution denying the Conditional Use Permit for the proposed Apple Valley Technology Park (data center use), as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein

6. Staff And Council Communications

7. Calendar Of Events

   A. Approve Calendar of Upcoming Events

8. Adjourn

Regular meetings can be viewed live on Charter Communications Cable Channel 180 and on the City's website at www.applevalleymn.gov. Some members of the City Council may participate electronically, as allowed by Minnesota Statutes.

ITEM: 4.A.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve minutes of the regular meeting of March 12, 2026	
Staff Contact:	**Department / Division:**
Christina Scipioni, City Clerk	Administration/City Clerk's Office

Action Requested:

Approve minutes of the regular meeting of March 12, 2026

Summary:

The minutes from the last regular City Council meeting are attached for 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:

1. Minutes

City of Apple Valley
March 12, 2026, City Council Regular Meeting Minutes

Minutes of the regular meeting of the City Council of Apple Valley, Dakota County, Minnesota, held March 12, 2026, at 7:00 p.m., at the Apple Valley Municipal Center.

Present: Mayor Hooppaw; Councilmembers Bergman, Grendahl, Hiebert, and Melander

Absent: None.

City staff members present were: City Administrator Lawell, City Clerk Scipioni, City Attorney Hills, City Engineer Anderson, Community Development Director Benetti, Parks and Recreation Director Carlson, Deputy Police Chief Dahlstrom, Assistant City Administrator Grawe, Planner Hayes, Finance Director Lemarr, and Public Works Director Saam.

1. Call to Order and Pledge

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

2. Approve Agenda

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

3. Audience

Mayor Hooppaw asked if anyone was present to address the Council, at this time, on any item not on this meeting's agenda.

Deborah Menke, 11615 River Hills Drive, Burnsville, spoke about safety and community.

4. 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 Hiebert, approving all items on the consent agenda with no exceptions. Ayes - 5 - Nays - 0.

Consent agenda items

A. Approve minutes of the regular meeting of February 26, 2026
B. Proclaim June 22-28, as "Mayor's Monarch Pledge Week"
C. Approve 2026 License to Collect Refuse for Suburban Waste MN, LLC, d/b/a Suburban Waste Services

D. Adopt **Resolution No. 2026-25** approving State Gambling Premises Permit for Apple Valley/Burnsville Hockey Association to conduct lawful gambling at Bogart's Entertainment Center, 14917 Garrett Avenue

E. Approve State Gambling Exempt Permit for RVPE Foundation on June 6, 2026, at Valley Middle School, 900 Garden View Drive

F. Adopt **Resolution No. 2026-26** amending the 2026 Budget for specific items

G. 2026-2027 Insurance Renewal
   1. Approve 2026-2027 insurance renewal with League of Minnesota Cities Insurance Trust
   2. Approve agreement with Marsh & Mclennan Agency, LLC, for insurance broker services

H. Adopt **Resolution No. 2026-27** supporting application to the Minnesota Department of Natural Resources for Outdoor Recreation Grant for Playground and Challenge Course at Johnny Cake Ridge Park West (2023 Parks Bond Referendum)

I. Adopt **Resolution No. 2026-28** supporting Dakota County's application to the Legislative-Citizen Commission on Minnesota Resources for Environment and Natural Resources Trust Fund for the Pollinator Pathways Project at the MN Zoo and North Creek Regional Greenway

J. Adopt **Resolution No. 2026-29** approving the Dakota County Community Development Agency to administer City Local Affordable Housing Aid (LAHA) funds

K. Approve reduction of financial guarantees

L. Project 2026-119, RTU Replacement – Municipal Center
   1. Authorize Project 2026-119, RTU Replacement – Municipal Center and related engineering services
   2. Approve professional services agreement with Emanuelson-Podas, Inc.

M. Adopt **Resolution No. 2026-30** approving plans and specifications for Project 2019-106, 147th Street W. and Glazier Avenue Intersection Improvements, and authorizing advertisement for receipt of bids on April 14, 2026, at 2:00 p.m.

N. Adopt **Resolution No. 2026-31** approving plans and specifications for Project 2026-103, 2026 Micro Surfacing, and authorizing advertisement for receipt of bids on March 31, 2026, at 10:00 a.m.

O. Adopt **Resolution No. 2026-32** approving plans and specifications for Project 2026-105, 2026 Street Improvements, and authorizing advertisement for receipt of bids on April 7, 2026, at 10:00 a.m.

P. Adopt **Resolution No. 2026-33** approving plans and specifications for Project 2026-109, Central Village Street Improvements Phase 2, and authorizing advertisement for receipt of bids on April 14, 2026, at 10:00 a.m.

Q. Approve joint powers agreement with Dakota County for CP 23-088 CSAH 23 from CSAH 42 to Dodd Boulevard

R. Approve consulting services agreement with Kimley-Horn, for Project 2023-140, Dakota County CP 42-163 – CSAH 42 Preliminary Final (Redwood to 147th Street)

S. Approve playground equipment/installation purchase orders for Project 2026-107, Apple Valley Additions Stormwater Improvements
   1. Purchase order with Landscape Structures, Inc., for playground equipment and with Sawtooth Holdings, Inc., d/b/a Flagship Recreation, for installation for Pennock Park
   2. Purchase orders with PlayPower LT Farmington, Inc., for Duchess and Greening Parks

T. Approve agreement with Jirik Sod Farm for Project 2026-120, 2026 Sod Replacement Services
U. Approve acceptance and final payment on agreement for Project 2021-172, Police Garage to single contractor
V. Approve acceptance and final payment on agreement with Vineland Properties, LLC, d/b/a Vineland Tree Care, for tree removal at Valleywood Golf Course
W. Approve claims and bills
X. Approve Personnel Report

5. Regular Agenda

A. Impacts of Operation Metro Surge on our Community

Mr. Lawell provided background on the proposed resolution.

Council discussion followed.

Motion: of Hiebert, seconded by Grendahl, adopt **Resolution No. 2026-34** addressing the impacts of Operation Metro Surge on our community. Ayes - 5 - Nays - 0.

Liliana Goodman, 1011 Baldwin Drive, invited the City Council and community to an event entitled Coming Together: After ICE, a Community Healing Event, on Monday, April 13, 2026, at Falcon Ridge Middle School. The event begins at 6 p.m. with a community resource fair and the formal program begins at 6:30 p.m.

B. Spice Village On-Sale Liquor License

Ms. Scipioni provided an overview of the application.

Mayor Hooppaw called the public hearing to order at 7:41 p.m. to consider an application for On-Sale Intoxicating Liquor and Special License for Sunday Liquor Sales for Spice Village, LLC. The Mayor asked for questions or comments from the Council and the audience. There were none and the hearing was declared closed at 7:41 p.m.

Motion: of Grendahl, seconded by Melander, adopt **Resolution No. 2026-35** approving issuance of On-Sale Intoxicating Liquor and Special License for Sunday Liquor Sales to Spice Village, LLC, located at 7520 149th Street W. Ayes - 5 - Nays - 0.

C. Electric Uility Franchise Ordinance

Mr. Saam provided an overview of the proposed electricity franchise ordinance with Northern States Power, d/b/a Xcel Energy.

Motion: of Grendahl, seconded by Bergman, pass Ordinance amending Chapter 119 of City Code, entitled “Electricity Franchise”, adding Section 119.15 regarding an electric franchise with Northern States Power, d/b/a Xcel Energy. Ayes - 5 - Nays - 0.

D. Electric Utility Franchise Fee Ordinance

Mr. Saam provided an overview of the proposed electricity franchise fee ordinance with Northern States Power, d/b/a Xcel Energy.

Mayor Hooppaw called the public hearing to order at 7:48 p.m. to consider an Ordinance amending Chapter 119 of City Code, adding Section 119.63 entitled "Franchise Fee". The Mayor asked for questions or comments from the Council and the audience. There were none and the hearing was declared closed at 7:49 p.m.

Motion: of Grendahl, seconded by Hiebert, pass Ordinance amending Chapter 119 of City Code, adding Section 119.63 entitled "Franchise Fee" regarding an electric utility franchise fee. Ayes - 5 - Nays - 0.

6. Communications

Mr. Lawell shared information regarding the Apple Valley Tree and Shrub Sale and the new Community Development newsletter available on the City's website.

Mayor Hooppaw shared information about the Apple Valley Home and Garden Expo at Eastview High School on Saturday, April 11.

Councilmember Grendahl shared information about door-to-door solicitor regulations and licensing requirements.

7. 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.

8. Adjourn

Motion: of Hiebert, seconded by Grendahl, to adjourn. Ayes - 5 - Nays - 0.

The meeting was adjourned at 7:54 p.m.

Respectfully submitted,

Christina M. Scipioni, City Clerk
Approved by the Apple Valley City Council on March 26, 2026.

_____

ITEM:	4.B.
MEETING DATE:	March 26, 2026
SECTION:	Consent Agenda

Description:	
Adopt Resolution setting public hearing at 7:00 p.m. on April 23, 2026, to consider On-Sale Wine and 3.2 Percent Malt Liquor License application from Serious Sanji Apple Valley, LLC, 7625 148th Street W.	
Staff Contact:	**Department / Division:**
Stephanie Marschall, Deputy City Clerk	Administration/City Clerk's Office

Action Requested:

Adopt Resolution setting public hearing at 7:00 p.m. on April 23, 2026, to consider On-Sale Wine and 3.2 Percent Malt Liquor License application from Serious Sanji Apple Valley, LLC, 7625 148th Street W.

Summary:

Serious Sanji Apple Valley, LLC, has applied for On-Sale Wine and On-Sale 3.2 Percent Malt Liquor Licenses for premises located at 7625 148th Street W. Attached is a resolution authorizing and directing staff to publish a hearing notice regarding the liquor license application.

Background:

City Code requires the City Council to schedule and hold a public hearing before the issuance of alcohol licenses.

Budget Impact:

N/A

Attachments:

1. Resolution - Set Hearing

City of Apple Valley
Resolution No. 2026-

A Resolution setting public hearing on license application

Whereas, the City Clerk has advised this Council that an application for on-sale wine and 3.2 percent malt liquor licenses has been received from Serious Sanji Apple Valley, LLC, on premises located at 7625 148th Street W.; and

Whereas, City Code Section 111.24 requires the City Council to set and hold a public hearing on such license applications.

Now, therefore, be it resolved by the City Council of the City of Apple Valley, Dakota County, Minnesota, as follows:

1. A public hearing on said application shall be held before this Council at the time, date and place specified in the Notice of Public Hearing attached to this resolution as Exhibit A.

2. As required by the City Code, the City Clerk is hereby authorized and directed to publish the hearing notice attached, in a timely manner, in the official City newspaper.

Adopted March 26, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

Exhibit A

City of Apple Valley Notice of Public Hearing
On-Sale Wine & 3.2 Percent Malt Liquor Licenses Application

Notice is hereby given that the City Council of the City of Apple Valley, Dakota County, Minnesota, will meet at the Municipal Center, 7100 147th Street W., on Thursday, April 23, 2026, at 7:00 p.m., or as soon thereafter as possible. The purpose of the meeting will be to hold a public hearing on the application of Serious Sanji Apple Valley, LLC, for On-Sale Wine and 3.2 Percent Malt Liquor Sales Licenses pursuant to City Code Section 111.22.

The business, which will be operated in conjunction with the proposed licenses, is a restaurant located at 7625 148th Street W.

The members of the Limited Liability Company are:

Fu Jiang Chen
Lianghao Li

All interested parties will be given an opportunity to be heard at said time and place.

By order of the City Council

Christina M. Scipioni
Apple Valley City Clerk

Dated March 26, 2026

ITEM: 4.C.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Adopt Resolution accepting donations from various businesses and organizations for 2026 Mid-Winter Fest	
Staff Contact:	**Department / Division:**
Nate Rosa, Recreation Superintendent	Parks and Recreation

Action Requested:

Adopt Resolution accepting donations from various businesses and organizations for 2026 Mid-Winter Fest

Summary:

Staff is seeking acceptance of donations of cash, prizes, and additional support from various businesses and organizations used by the Parks & Recreation Department to provide the 2026 Mid-Winter Fest events and activities. Staff recommend accepting these donations and thanking our donors for their generosity.

Background:

The following businesses and organizations provided support for Mid-Winter Fest 2026:

Event Sponsor	Donation
Renewal by Anderson	$750
Apple Valley Arts Foundation	$600 for Heart of the Beast Theatre mascots
Rotary Club of Apple Valley	$500
Urban Air of Apple Valley	$499 in door prizes (including day passes and a birthday party package)
Wise Swim School	$350
T-Fiber	$250

Event Partner	Donation/Support
Rascal's	Provided food and beverages for purchase
Minnesota Valley Transit Authority	Provided warming bus
Cub Scout Troop 227	Provided s'more kits for purchase
Rotary Club of Apple Valley	Provided Hot Cocoa and Hot Cider for purchase

Budget Impact:

N/A

Attachments:

1. Resolution

City of Apple Valley
Resolution No. 2026-

A Resolution accepting donations

Whereas, the City Council of Apple Valley encourages public donations to help defray costs to the general public of providing services and improve the quality of life in Apple Valley; and

Whereas, several businesses and organizations have offered to donate cash, prizes, and other support for use by the Apple Valley Parks and Recreation Department toward the sponsorship of the annual Mid-Winter Fest; and

Whereas, Minnesota Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council.

Now, therefore, be it resolved, by the City Council of the City of Apple Valley, Dakota County, Minnesota, that the donations listed in Exhibit A are hereby accepted for use by the City.

Be it further resolved that the City sincerely thanks these business and organizations for their gracious donation.

Adopted March 26, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

Exhibit A

Event Sponsor	Donation
Renewal by Anderson	$750
Apple Valley Arts Foundation	$600 for Heart of the Beast Theatre sheep mascot
Rotary Club of Apple Valley	$500
Urban Air of Apple Valley	$499 in door prizes (including day passes and a birthday party package)
Wise Swim School	$350
T-Fiber	$250

Event Partner	Donation/Support
Rascal's	Provided food and beverages for purchase
Minnesota Valley Transit Authority	Provided warming bus
Cub Scout Troop 227	Provided s'more kits for purchase

ITEM:	4.D.
MEETING DATE:	March 26, 2026
SECTION:	Consent Agenda

Description:	
Adopt Resolution accepting donation from Carter Seppelt for use by Parks and Recreation Department	
Staff Contact: Steve Rother, Parks Superintendent	**Department / Division:** Parks and Recreation

Action Requested:

Adopt Resolution accepting donation from Carter Seppelt for use by Parks and Recreation Department

Summary:

Carter Seppelt of Boy Scout Troop 293 completed his Eagle Scout project in Delaney Park, where he planted three trees and installed a swinging bench. He wishes to donate the remaining $71.83 from funds he raised to complete the Eagle Scout project, and staff have prepared the attached resolution accepting the donation and thanking Mr. Seppelt for his generosity.

Background:

N/A

Budget Impact:

$71.83 donation

Attachments:

1. Resolution

City of Apple Valley
Resolution No. 2026-

A Resolution accepting donation

Whereas, the City Council of Apple Valley encourages public donations to help defray costs to the general public of providing services and improve the quality of life in Apple Valley; and

Whereas, Carter Seppelt of Boy Scout Troop 293 has offered to donate the remaining $71.83 from funds raised for his Eagle Scout Project in Delaney Park to the Parks and Recreation Department; and

Whereas, Minnesota Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution approved by two-thirds of the members of the City Council.

Now, therefore, be it resolved, by the City Council of the City of Apple Valley, Dakota County, Minnesota, that this donation is hereby accepted for use by the City.

Be it further resolved that the City sincerely thanks Mr. Seppelt for his gracious donation.

Adopted March 26, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

ITEM: 4.E.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Proclaim April 24, 2026 as "Arbor Day" and May 2026 as "Arbor Month"	
Staff Contact:	**Department / Division:**
Taylor Stockert, City Forester	Public Works/Natural Resources

Action Requested:

Proclaim April 24, 2026 as "Arbor Day" and May 2026 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 2026 celebration is planned for 5:00 p.m. on Thursday, May 14 at Fred J. Largen Park, immediately prior to that evening's informal City Council meeting. Please mark your calendars accordingly.

Fred J. Largen Park is located adjacent to the City-owned Education Partnership Building (former City Hall) at 14200 Cedar Avenue South.

Due to multiple forestry initiatives, including this proclamation, the City has been recognized as a "Tree City USA" consistently for 42 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-second annual tree and shrub sale. The pickup is scheduled for Saturday, April 25, at the Central Maintenance Facility.

Background:

N/A

Budget Impact:

N/A

Attachments:

1. 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 42 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 24, 2026 - ARBOR DAY

May 2026 - 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 26th day of March, 2026.

_____
Clint Hooppaw, Mayor

ATTEST:

_____
Christina M. Scipioni, City Clerk

ITEM: 4.F.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Adopt Resolution approving appropriation of committed funds	
Staff Contact:	**Department / Division:**
Candi Lemarr, Finance Director	Finance

Action Requested:

Adopt Resolution approving appropriation of committed funds

Summary:

In 2024, there was an appropriation that committed $4,000,000 in funding from the General Fund to the Future Capital Projects fund to cover expenses that would arise during the CMF building projects (including Police Operations Building). $3,000,000 in total was transferred in 2025 before the CIP Bonds were issued in 2025 to cover expenses. This is a resolution confirming the transfer from the general fund to the CMF building fund for work being completed before the bond issuance in August 2025.

Background:

There was a commitment of $4,000,000 made in 2024 Future Capital Projects fund by the City Council. This is making the official appropriation for 2025 in the amount of $3,000,000 from the Future Capital projects fund to CIP Construction (4430), and identifying a remaining commitment amount that has not been transferred of $1,000,000 for future use.

Budget Impact:

This was committed at the end of 2024 into the Future Capital projects fund in the amount of $4,000,000, we are now applying it to the CIP Construction account 4430.

Attachments:

1. Resolution

City of Apple Valley
Resolution No. 2025-

A Resolution approving appropriation of committed funds

Whereas, funding was appropriated in 2024 via resolution to commit $4,000,000 to the Future Capital Projects Fund from the General Fund; and

Whereas, funding was transferred in 2025 in the amount of $3,000,000 to the CMF Construction projects via a transfer from the Future Capital Projects fund; and

Now, therefore, be it resolved, by the City Council of the City of Apple Valley, Dakota County, Minnesota, that the following appropriation be made to the 2025 budget and actuals:

Department/Fund	Description	Account Code	2026 Additional (Reduced) Amount
CMF Projects	CMF Construction Project	4430	3,000,000

Adopted March 26, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

ITEM: 4.G.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Receive Parks and Recreation Advisory Committee and Department's 2025 Annual Report	
Staff Contact: Eric Carlson, Parks and Recreation Director Kayla Hechsel, Parks and Recreation Administrative Coordinator	**Department / Division:** Parks and Recreation

Action Requested:

Receive Parks and Recreation Advisory Committee and Department's 2025 Annual Report

Summary:

Attached please find the Apple Valley Parks and Recreation Advisory Committee (PRAC) and the Parks and Recreation Department's 2025 year-end annual report. The report includes accomplishments, statistics, highlights, and photos of the Parks and Recreation activities from January 1 through December 31, 2025.

In past years, the annual reports of the PRAC and the Parks and Recreation Department have been submitted as separate documents. To streamline the process this year, staff have chosen to combine the 2025 reports into one document. Pages 6–8 of the attached report serve as the Committee's annual report.

Background:

The Parks and Recreation Advisory Committee (PRAC) is an appointed committee of the City Council of volunteer citizens. The purpose of the PRAC is to advise and make recommendations to the City Council concerning parks, recreation, open space, and trail issues. In addition, the PRAC provides input to City staff, acting as an advisory board on community interests concerning recreation and parks.

Parks and Recreation staff and the PRAC had a busy year in 2025, with the main focus being on administering referendum projects. Staff have compiled the highlights into the attached year-end report for Council review.

Budget Impact:

N/A

Attachments:

1. 2025 Parks & Recreation Annual Report

Apple Valley
Parks & Recreation



2025
ANNUAL REPORT

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LETTER FROM LEADERSHIP

Dear Apple Valley Residents:

The year 2025 was a transformative year for the Apple Valley Parks & Recreation Department. With the community's support of the 2023 Parks Referendum, we made significant progress in strengthening our parks system, modernizing facilities, and expanding recreation opportunities for all ages.

This year, we advanced major projects at Splash Valley Water Park, completed improvements at the Goodwin Pickleball Complex and new skate park, added trails at Cobblestone Lake Park, continued development at Hayes Park, and began major reconstruction at Redwood Park and Kelley Park.

In 2025, we adopted a Natural Resource Management Plan for Alimagnet Park, expanded prairie restoration at Tintah Park, and continued tree planting and habitat restoration efforts. For the second year in a row, all 51 of our parks were adopted through our volunteer program, supported by more than 800 volunteers.

Our facilities thrived as well. Wings Arena secured a 12-year naming rights partnership, Valleywood Golf Course saw continued growth, and the Apple Valley Senior & Event Center served more than 800 members. Recreation participation remained strong, with nearly 19,000 adult open gym visits and growing league and event participation.

None of this would be possible without our 38 regular staff, 400+ seasonal employees, and dedicated volunteers who serve our community every day.

As we look ahead, we remain committed to completing projects responsibility and continuing to enhance quality-of-life opportunities for every resident.

With gratitude,

Mark Schori
Chair, Parks & Recreation Advisory Committee

Eric Carlson
Parks & Recreation Director

DEMOGRAPHICS*

POPULATION
56,361

HOUSEHOLDS
22,081

EMPLOYMENT
17,065

HOUSEHOLD SIZE
2.51

MEDIAN HOUSEHOLD INCOME
$97,700

AVERAGE WAGE
$52,485

ETHNICITY
White: 68%
Black: 11%
Other: 8%
Hispanic: 7%
Asian: 6%

*Data obtained from Met Council, 2024

Benchmark	Average	Apple Valley	Burnsville	Eagan	Lakeville	Rosemount
Population Estimate	58,109	56,361	64,522	68,889	73,828	26,943
Square Miles	30	18	27	33	38	35
Number of City Parks	58	51	76	60	67	36
Number of City Park Acres (excl. golf course)	1,024	701	1,106	1,396	1,214	705
Number of City Park Acres (incl. golf course)	1,067	891	1,127	1,396	1,214	705
Miles of Concrete Sidewalk	76	145	40	37	89	71
Miles of Bituminous Trails	87	74	57	112	142	51
Residents per Square Mile	2,189	3,283	2,599	2,209	2,044	810

DEPARTMENT STAFF INFORMATION



FULL-TIME EQUIVALENTS (FTEs)	FULL TIME/PART TIME (BENEFITTED)	SEASONAL (NON-BENEFITTED)	TOTAL
Parks & Recreation Administration	8.9	-	8.9
Park Maintenance	17	6.37	23.37
Recreation Programs	-	4.37	4.37
Apple Valley Community Center	1.00	2.86	3.86
Apple Valley Senior Center	3.2	0.43	3.63
Aquatics	-	13.5	13.5
Valleywood Golf Course	4.0	10.98	14.98
Arenas	2.0	3.41	5.41
Total FTEs	**36.1**	**41.92**	**78.02**
Number of People	**38**	**400 +/-**	

PARKS & REC EMPLOYEES	2021	2022	2023	2024	2025
Combined Years of Service	686	637	638	619	489



PARKS & RECREATION ADVISORY COMMITTEE

The Parks & Recreation Advisory Committee (PRAC) is an appointed committee of volunteer citizens. The purpose of the PRAC is to advise and make recommendations to City Council concerning parks, recreation, open space, and trail issues. In addition, the PRAC provides input to City staff, acting as an advisory board on community interests concerning recreation and parks.

The PRAC consists of seven members who are appointed by City Council for three-year terms. The Chair and Secretary are elected annually by the committee at an organizational meeting that is typically held in March.

2025 COMMITTEE MEMBERS

NAME	TERM BEGAN	TERM ENDS
Randy Bailey	2024	2027
Dave Freed	2020	2027
Noel Hammill	2013	2028
Craig Long (Secretary)	2022	2028
Jessica Merchant	2025	2026
Mark Schori (Chair)	2019	2028
Jess Smith	2024	2026

MEMBERS' ROLE

The PRAC's work covers a broad range of issues that must be acted upon in a timely manner. Occasionally, the formation of a "task force" or "study group" becomes necessary to look into or work further on more complex issues. Participation in these groups is voluntary. In 2025, PRAC members focused on reviewing design concepts, learning construction schedules, and gathering community feedback for signature Parks Referendum projects and neighborhood parks improvements.

PARK DEDICATION

The City has enacted an ordinance under Minnesota law that grants a community the authority to receive land or cash (in lieu of land) for purposes of parks from residential and commercial developers. This dedication is set depending on the size of the proposed development and whether it is a residential or commercial development. If the amount of land is not sufficient to support a park, a cash dedication is accepted. The amount of the cash dedication is based on the type of residential or commercial unit. The cash collected goes into a fund for purchase and/or development of parks throughout the city. The PRAC reviews dedication funds when appropriate.

COMPREHENSIVE PLAN GUIDE

Required by the Metropolitan Council, the City of Apple Valley maintains a "Comprehensive Guide Plan" for the City. Neighborhood service areas are defined to help determine park needs for each portion of the City. A complete copy of the Plan is available on the City's website at www.applevalleymn.gov.

VOLUNTEER RECOGNITION

The City is fortunate to have many citizens who step forward and volunteer to help in the community. One prime example can be found on our various advisory committees, where we currently have over 40 active citizens dedicating their time and talents to improve our community. National Volunteer Recognition Week was observed April 20–26, 2025, and the City extended thanks to all our volunteers. In addition to committee/commission volunteer members, the Parks & Recreation Department was extremely fortunate to have 814 individuals volunteer over 3,500 hours in our parks system in 2025, assisting with tree planting, invasive species removal, event staffing, park cleanup, and more. We are grateful for their dedication to keeping our parks clean and beautiful.

2025 MEETINGS

City Resolution 2010-39 outlines that Parks and Recreation Advisory Committee meetings are held the first Thursday of January, March, May, September, and November. The resolution also permits the Committee Chair to call special meetings as needed. Due to the volume of projects resulting from the successful 2023 Parks Referendum, the Committee scheduled meetings for the first Thursday of every month in 2025. Staff cancelled unnecessary meetings when there were no business items to discuss.



Meetings were held on Jan. 2, Feb. 6, March 6, April 3, May 1, June 5, July 17 (park tour), Aug. 7, Sept. 4, Nov. 6, and Dec. 4. Regular meetings were held in the Municipal Center's Council Chambers and broadcast on Charter Communication Cable Channel 180 starting at 7 p.m. Recordings of Regular meetings were also made available on YouTube. Informal meetings were held at 6 p.m. in a Municipal Center conference room prior to each Regular meeting.

Items of Discussion at Meetings Included:

- Alimagnet Park NRMP
- Department financials
- Division updates
- Goodwin Pickleball Complex naming
- Joint Powers Agreements
- Neighborhood park improvements
- Park monument signs
- Parks referendum projects
- Pedestrian/Bike Plan updates
- Splash Valley Water Park reopening
- Wings Arena naming rights
- Youth Open Gym Policy

BUS TOUR OF THE PARK SYSTEM (July 17, 2025)

On this year's annual park tour, staff and the PRAC journeyed to the Landscape Structures headquarters in Delano, MN, to learn about playground design and fabrication. Landscape Structures designed and is in the process of manufacturing the custom inclusive playground for Redwood Park, and the Apple Valley group toured the factory to see how the playground equipment is being built. Mayor Clint Hooppaw and Councilmember John Bergman joined staff and the PRAC on this informative tour. The new playground at Redwood Park will be open in late summer 2026.



PARKS REFERENDUM PROJECTS

Department staff and the Parks and Recreation Advisory Committee dedicated most of 2025 to projects approved by the 2023 Parks Referendum. Designs were approved, budgets were analyzed, countless amenities were selected, and the completion of exciting projects was celebrated.



GOODWIN PICKLEBALL COMPLEX

Also located at Johnny Cake Ridge Park West, the Goodwin Pickleball Complex features 16 pickleball courts, eight of which have lights to accommodate evening play. The complex is named after former council member Tom Goodwin, who has always advocated for more access to pickleball in Apple Valley.



APPLE VALLEY SKATE PARK

The new concrete skate park is located at Johnny Cake Ridge Park West in the parking lot of Splash Valley Water Park. This park was designed to incorporate features specifically requested by residents who skateboard and bike.

PARKS REFERENDUM PROJECTS (CONT.)

NEIGHBORHOOD PARK IMPROVEMENTS

In 2025, six neighborhood parks received various exciting improvements, such as new courts, trails, and playground equipment. All neighborhood parks will receive similar updates over the coming years.





SPLASH VALLEY WATER PARK

What used to be known as the Apple Valley Family Aquatic Center got a major facelift this year—and a new name! The renovated Splash Valley Water Park features more shade, additional deck seating, more rentable spaces, new mechanical equipment, and refreshed slides, changing rooms, and concession stand.

OTHER EXCITING REFERENDUM PROJECTS UNDERWAY

- Redwood Park
- Kelley Park
- Hayes Youth Athletic Complex
- Cobblestone Lake Park Trail
- Park Identification Signs



For more information on the Parks Referendum projects and their progress, visit www.AppleValleyMN.gov/ParksProjects.

Apple Valley Parks & Recreation



Apple Valley Parks & Recreation hosts special events throughout the year to bring the community together in celebration. The two primary events held every year are Mid-Winter Fest in February and Freedom Days in July. This year's events also included the fifth annual Trunk-or-Treat, which took place in the Splash Valley Water Park parking lot. The Apple Valley Police Department hosts this event, and Parks & Recreation assists. This year was also the third annual Fall Food Truck Festival, which took place at Quarry Point Park in September.



MID-WINTER FEST (Saturday, Feb. 1)

Apple Valley's annual winter celebration was held on Saturday, Feb. 1. Approximately 500 people braved the 30 mph wind gusts and participated in a wide variety of activities. The day kicked off with an Apple Valley Hockey Association and Eastview Hockey Association Mites hockey tournament. Afternoon activities included cart rides by the Apple Valley Police Department, horse-pulled wagon rides, bean bags, snow shoeing, kite flying, disc golf, a kid's DJ, live music by The Whiskey's band (sponsored by the Apple Valley Arts Foundation), and fireworks. Fire pits and an MVTA warming bus were a vital part of keeping attendees warm and sheltered. Food and beverage was available for purchase. Two food trucks were on site, the Rotary Club of Apple Valley sold hot chocolate, the cub scouts sold smores packs, and Rascal's sold beer and wine. This event is coordinated by the Parks & Recreation Department, with the generous support of the Apple Valley Police and Fire Department.

FREEDOM DAYS (Friday, June 27–Friday, July 4)

The annual July Fourth celebration, Freedom Days, has been coordinated by a committee of dedicated volunteers for many years. The Apple Valley Seniors were back for their third year serving root beer floats on Saturday, June 28. The Parks & Recreation Department hosted the annual two- and five-mile Fun Runs, which were held on the morning of Thursday, July 4.



FALL FOOD TRUCK FESTIVAL (Saturday, Sept. 13)

The shifting location's theme continues! The third annual Fall Food Truck Festival was relocated to Quarry Point Park due to construction at Kelley Park. This year's event included 8 food trucks, live music by the Alligations Band, yard games, and a plant give-away by the Apple Valley Eco Advocates. The 2026 food truck event will return to Quarry Point Park.

TRUNK-OR-TREAT (Saturday, Oct. 25)

The fifth annual Trunk-or-Treat event was held on Saturday, October 25, in the Splash Valley Water Park parking lot. Over 1,000 kids wearing costumes trick-or-treated their way through rows of 30+ decorated vehicles sponsored by local businesses and community groups. This event is organized by the Police Department with assistance from the Parks & Recreation Department.



PARK MAINTENENCE



PARK MAINTENANCE DIVISION

In 2025, the Park Maintenance Division continued to maintain more than 680 acres of parkland on a daily basis, which included plowing over 81 miles of trails and walkways during snow events. These efforts ensured our facilities, athletic fields, trails, and playgrounds remained clean, safe, and playable.





COMMUNITY SUPPORT

Volunteers from across the community provide invaluable assistance in maintaining our parks. Parks Maintenance staff routinely work with private individuals, boy scout troops, and local businesses and churches to tackle large projects such as pulling weeds, laying mulch, and removing invasive species. Additionally—and for the second year in a row—all 51 parks were adopted by local individuals and groups in 2025. Thank you to the numerous volunteers who help keep our parks clean!

PARK MAINTENENCE (CONT.)

HIGHLIGHTS OF 2025:

- The wooden steps and seating area at Sunset Park were replaced with stone.
- In partnership with Natural Resources staff, a Natural Resource Management Plan was adopted for Alimagnet Park and a Deer Management Plan was adopted for the City.
- With the purchase of a new tracked skid steer and forestry mower, staff were able to remove invasive buckthorn from several parks. Staff then planted a buckthorn replacement seed mix.
- In preparation for construction at Hayes Park, staff salvaged ag lime (dirt infields) to reuse in other parks.
- Parks and Natural Resources staff worked with a vendor to begin the process of converting three acres of sloped parkland at Tintah Park to a natural prairie.
- At the archery range at Scott Park, targets were improved and the layout of the range was modified to improve user safety.
- The GIS intern located and mapped all amenities across the park system—including signs, trees, benches, courts, playgrounds, and everything in between. This data will allow staff to better identify gaps, optimize maintenance routes, and make data-driven decisions for future improvements.
- Parks staff also facilitated the following volunteer projects:
  - Planting of 62 trees in four parks with 200 Wings Financial volunteers.
  - Multiple “Buckthorn Busts” at Alimagnet and Sunset Parks.
  - Installation of a swinging bench at Delaney Park with a local Boy Scout troop.







GRAVEL BED NURSERY

In 2025, Parks Maintenance and Natural Resources staff built a gravel bed tree nursery at the City's Central Maintenance Facility. The 450-square-foot container was constructed primarily from materials already onsite, and an independent irrigation system was made by Parks Maintenance staff.

Staff planted 62 bare-root trees in the gravel bed nursery in April, which were then watered four times each day during the spring, summer, and fall. In November, staff dug out the trees and found significant root growth. With the help of a large group of volunteers from Wings Financial, all 62 trees were planted in Diamond Path, Johnny Cake Ridge East, and Moeller Parks.

Growing trees in the gravel bed nursery is a cost-effective way to stimulate substantial root growth so the young trees will establish better and faster where they are permanently planted. These efficiencies will allow staff to reestablish and diversify our urban forest more quickly after the devastation of the Emerald Ash Borer. In 2026 and beyond, staff plan to plant 100 trees in the gravel bed nursery.





WINGS ARENA (formerly Hayes Park Arena)

In 2025, the City Council approved a naming rights agreement with Wings Financial Credit Union for Hayes Park Arena. This agreement stipulates that Wings Financial will give the City $60,000 per year for 12 years in exchange for facility naming rights and the display of their logo throughout the arena. Staff will be able to use the annual contribution from Wings Financial to fund operations of the facility, thereby reducing reliance on the general fund.

This partnership not only secure vital resources but also allows Wings Financial to gain visibility while demonstrating commitment to public well-being. The result is a win-win: enhanced public spaces and stronger community ties. Temporary signage is currently in place, with permanent signage coming in 2026.



Also in 2025, we wrapped up the first full season with the referendum improvements in place, and staff couldn't be happier with the results. In addition to the main project—new refrigeration system, rink floor, and dasher boards—the HVAC servicing the locker rooms was replaced with a new rooftop unit in the fall.

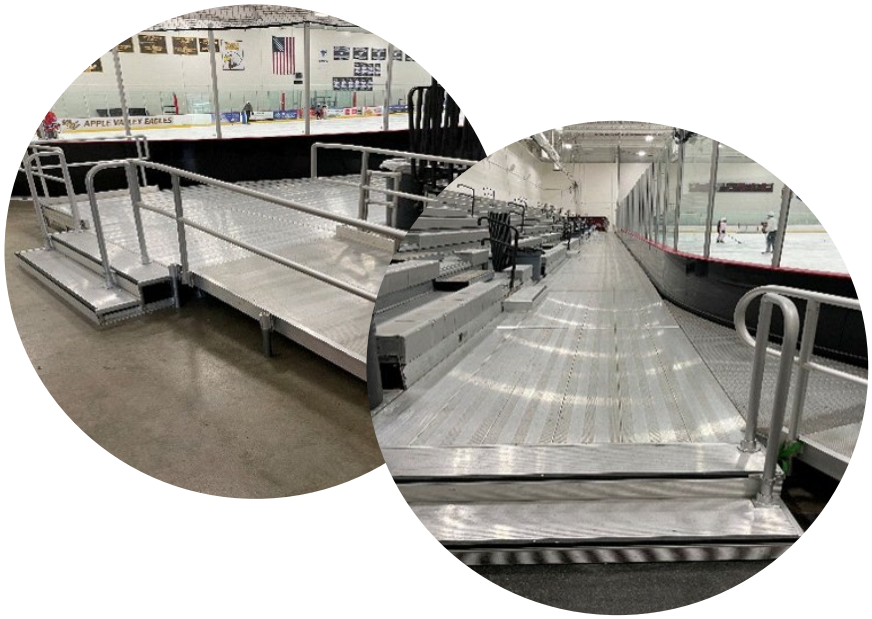
WINGS ARENA RENTALS	2021	2022	2023	2024	2025
Hours of Ice Time Rented	1,478	1,914	1,928	2,053	2,179

SPORTS ARENA

In addition to a busy and successful ice season at the Sports Arena, we hosted many dry floor events in 2025

- Apple Valley High School boys' and girls' tennis seasons
- Apple Valley High School cheerleading mattress fundraiser
- Two craft sales hosted by Perfectly Unique
- Just Between Friends annual kids' consignment sale
- Surrounding area high school tennis teams
- Dakota Valley Recycling second annual furniture swap event

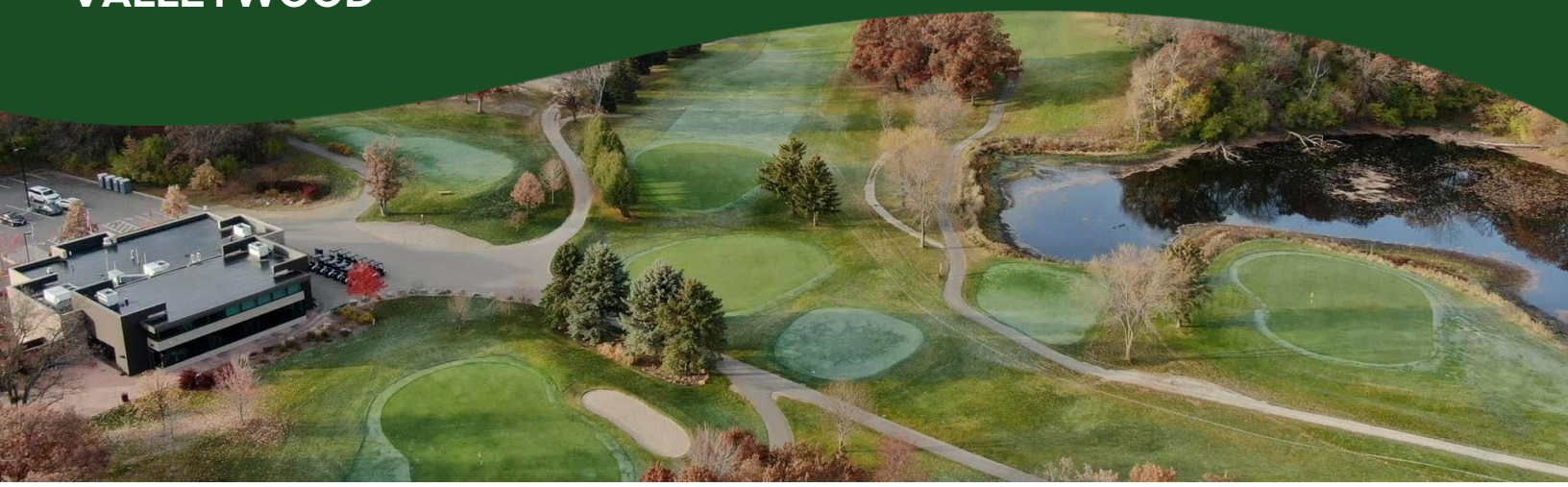




FACILITY UPDATE

Prior to the start of the ice season, the bleacher walkway was replaced. The old walkway had reached the end of its useful life and was due for replacement. In addition to being much safer for users, the new walkway requires less upkeep from staff and meets ADA standards with ramps at both ends.

SPORTS ARENA	2021	2022	2023	2024	2025
Hours of Ice Time Rented	954	1,178	1,189	1,236	1,193
Hours of Ice Time per JPA	456	565	611	628	593
Learn to Skate Participants	380	470	491	377	412
Dry Floor Hours Rented	110	105	147	160	517
Dry Floor Time Used per JPA	220	233	268	307	298



VALLEYWOOD GOLF COURSE

In 2025, Valleywood continued to see growth in annual rounds and revenue, with aggressive growth in the driving range business. The driving range used to be mainly a warm-up spot before rounds or a golf outing, but now many small groups visit it as a standalone activity. We added a new ball distribution machine on the driving range that accepts credit card transactions, giving patrons the option to pay for balls right at the range. Staff saw increasing amounts of balls purchased month over month at the range, and by September, over 60% of all range balls were purchased at the machine. The range ball machine freed up the golf shop staff, allowing them to provide better service than ever to patrons in the shop. With nearly all our leagues filled and the great word of mouth advertising for our course improvements, Valleywood saw a healthy operational profit for the 2025 season.

NEW GOLF CART FLEET

With an ever-increasing number of golfers choosing to ride golf carts during their rounds, Valleywood increased the golf cart fleet from 55 to 60 cars. Our patrons love the new carts, and with increased efficiency of the battery systems and each new cart weighing 300 pounds less then the previous fleet's models, revenue for cart rental has increased.



STRATEGIC BUSINESS PLAN

Valleywood continues to use the Valleywood Strategic Business Plan as an outline for growing business, though revenue projections continue to grow faster than forecasted by the business plan. Noteworthy highlights from 2025 include:

- The transition to a deli-style food and beverage operation continues to be an absolute success.
- Event hosts appreciate being able to use a caterer of their choice, though many continue to use caterers Valleywood has used for several years, such as Las Tortillas, Hy-Vee, and Rascals.

VALLEYWOOD OPERATIONAL IMPROVEMENTS

Valleywood continues to find ways to improve our patrons' experience. Working closely with the City's IT and Finance departments, staff implemented a new point-of-sale and reservation system in the spring of 2025. The system has been warmly received by both our patrons and our staff.

VALLEYWOOD EVENTS

We continue to see growth in our event business, with the number of events in 2025 surpassing 2024 events. Valleywood is open to hosting nearly any type of event, from golf outings and business meetings to family celebrations. Here is a snapshot of the most popular events at Valleywood in 2025.

- Celebrations of life
- Chamber of Commerce Par-Tee outing
- Graduation parties
- Grand Fall Tasting Event and other wine tastings
- High school athletics banquets
- High school conference golf tournaments
- Police department SWAT training and banquet
- School District 196 trainings
- Eagan Crime Prevention outing
- Eagan Hockey outing
- Farmington Trinity Care outing



VALLEYWOOD BY THE NUMBERS

	2021	2022	2023	2024	2025
Patron Card Holders	41	86	73	64	69
Senior Patron Card Holders	284	274	271	288	294
Members – Women's League (18)	93	93	76	85	89
Members – Women's League (9)	136	143	143	144	137
Members – Men's League	104	120	116	124	108
Members – Senior League	110	105	98	100	123
Number of Rounds Played	38,959	34,465	32,747	34,579	35,654
Large Range Buckets Sold	7,003	8,705	7,133	4,548	7,580
Medium Range Buckets Sold	2,825	2,670	2,189	1,725	2,308
18-Hole Cart Rentals	14,391	13,514	13,412	14,144	15,352
9-Hole Cart Rentals	8,766	8,766	8,916	7,954	8,266





APPLE VALLEY SENIOR & EVENT CENTER

The Apple Valley Senior Center is a 21,000 square foot facility that provides spaces for senior recreation during weekdays and meeting/banquet space available to rent in the evening and on weekends. In the 2024–25 fiscal year, there were 804 members of the Apple Valley Seniors Organization. Senior programming focuses on education, recreation, arts/crafts, exercise, entertainment games and day trips.

REGULARLY SCHEDULED ACTIVITIES AT THE SENIOR & EVENT CENTER

Bicycle Groups
Billiards (Men's and Women's)
Bingo
Board Games
Book Clubs
Card Games
- 500
- Bridge
- Cribbage
- Euchre
- Hand & Foot
- Pinochle

Catered Lunch
Chair Pilates
Coffee (Complimentary)
Color & Chat
Core & Cardio
Dinner Club
Dominoes
Donated Bread
Driver Improvement
Drum Fit
Feed My Starving Children
Friday Flicks
Gentle Yoga
Knitting & Crocheting
Line Dancing
Lunch Bunch
Mah Jong
Painters
Pet Discussion
Puzzles
Quilting Bees
Re-Created Cards
Senior Jam
Senior Learning Zoom
Sing Along
Stitchers
Story Telling
Table Tennis
Tai Chi
Wii Games
Xa Beat

APPLE VALLEY SENIORS ORGANIZATION

The Apple Valley Senior & Event Center is the home of the Apple Valley Seniors organization, which is lead by a volunteer Executive Committee consisting of a President, Vice President, Treasurer, Assistant Treasurer, and Member-At-Large. Other volunteer committees include Education & Service, Finance, Historians, Membership, and Lettuce Do Lunch. Adults age 55+ are eligible to become a member, and benefits of membership include a monthly newsletter, discounts on some activities, new member orientation/tour of the Senior & Event Center, and participation in bingo, movies, and the Discounted Bread program. Our members come from all over the state.

TRIPS & TOURS

Many of our Apple Valley Seniors enjoyed several trips and tours in 2025. Trips included All Shook Up at Paramount Theater, Lake Minnetonka Cruise, Treasure Island Casino, Schells Brewery and New Ulm Tour, Chanhassen Theatres Grease, St. Paul Light Tour and in photo below on the Osceola Train Ride Trip.



Activity Participants in 2025	
January	2,815
February	1,968
March	2,485
April	2,809
May	2,836
June	2,449
July	2,460
August	1,935
September	2,404
October	3,096
November	2,398
December	2,417
TOTAL	**30,072**

2025 RENTALS

The Apple Valley Senior & Event Center is the ideal location for celebrations, events, banquets, and meetings. Groups as small as five and as large as 200 will find the facility a welcoming place to host their event.

ROOM	# OF RENTALS	HOURS RESERVED
1 Section of Yellowstone Room	59	147
2 Sections of Yellowstone Room	66	230
Full Yellowstone Room (3 Sections)	21	136
Glacier Room	9	31
Yosemite Room	76	126
TOTALS	**231**	**670**



FACILITY PROJECTS

Projects that occurred at the facility in 2025 include:

- Installed new planter built by parks maintenance for seniors to plant decorative flowers.
- Repaired faulty valves and failing pipes in cooling tower.
- Patched roof around the skylights in the Yellowstone Room.
- Replaced and programmed Humeratech wall controllers.



SPLASH VALLEY WATER PARK

The newly rebranded Splash Valley Water Park had a great season, which ran from June 6 to August 20. The park garnered significant public interest and saw a strong daily attendance. Although June had unfavorable weather for outdoor swimming, the hot and sunny days in July and August more than made up for it.

The park's new reservable amenities—four large cabanas, four shaded picnic tables, and the Party Pavilion—and new birth party package offerings (which includes entry, treats, and birthday gift) were a hit. Expanded seating options, additional shade structures (including directly over the water), and season passes were also added this year. The public was very supportive of the renovation and complimentary both in person and online.



SPLASH VALLEY BY THE NUMBERS	2021	2022	2023	2024	2025
Open Swim Attendance	53,950	57,330	67,909	47,487	59,337
Water Walking Attendance	8,770	6,333	8,430	5,561	5,225
Days Open	79	72	76	63	65
Days Closed	3	5	3	14	11
Avg. Daily Open Swim Attendance	683	796	893	753	913
Avg. Daily Water Walking Attendance	794	884	1,004	842	993

REDWOOD COMMUNITY POOL

Apple Valley broke ground on the reconstruction of the Redwood Community Pool (and surrounding Redwood Park) in 2025. The 58-year-old swimming pool and building will be replaced with a brand new, energy-efficient pool and a 5,572-square-foot support building. The reconstruction prioritizes modern mechanical systems and sustainable design to reduce operational costs.

The updated pool will feature a zero-depth entry and a rock-climbing wall. The new community building includes a dedicated community room and modernized changing facilities, offering expanded opportunities for birthday parties, private pool rentals, and local gatherings. The building and pool are scheduled to open in June 2026, and the other Redwood Park amenities (featuring new courts and a custom, fully inclusive playground) will be available for use in August 2026.

NEW POOL FEATURES

- Zero Depth Entry
- Increased Deck Seating
- Stair Entry
- Climbing Wall
- Diving Board



SWIMMING LESSONS

Swimming lessons received over 300 registrations this summer, which is consistent with past years. The program was moved to Splash Valley Water Park for the summer while Redwood Community Pool was under construction and will return to the new Redwood facility in 2026.

ADULT ATHLETICS



ADULT ATHLETIC LEAGUES & OPEN GYMS

The Parks & Recreation Department offers adult leagues in the following sports: volleyball, cornhole/bean bag toss, softball, basketball, and kickball.

Adult Open Gym numbers continue to be high with 18,872 participants throughout 2025. Adult open gym offerings include badminton, volleyball, midday basketball, and pickleball at the Apple Valley Community Center.

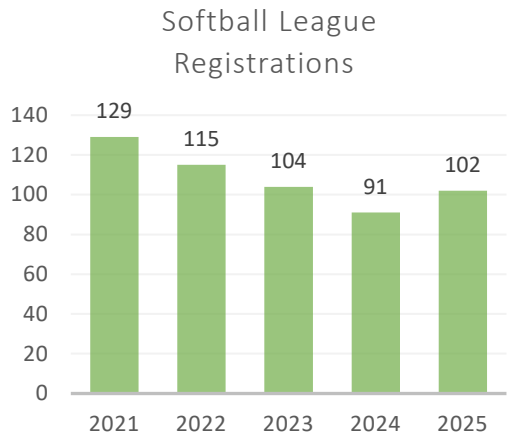
FIELD RENTALS

When fields are not in use by our programs or local youth athletic organizations, they are rented out to private groups and clubs. Field rentals were heavy again in 2025, bringing in additional revenue for the department. Field rentals and tournament revenue increased again in 2025 to $171,388, which is a 12.9% increase from 2024.

SOFTBALL LEAGUES

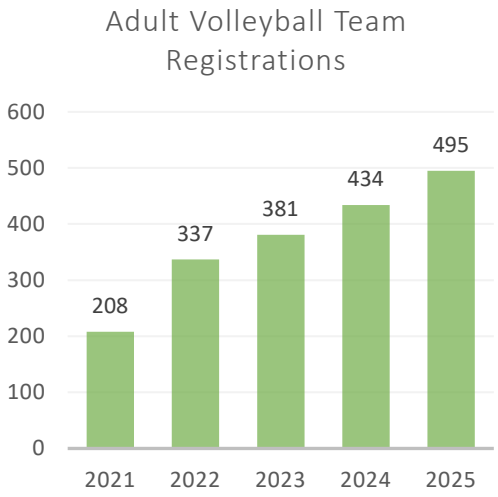
Softball numbers continue to trend down state-wide, but 2025 was an up year for Apple Valley's softball program.

As team numbers and associated league registration revenue has dropped over the past 10+ years, much of that revenue has been replaced by renting fields to private groups and baseball clubs who are happy to have available fields.



VOLLEYBALL LEAGUES

2025 was another banner year for the adult volleyball program with 495 total volleyball teams participating between leagues and tournaments, which is an increase of over 14.1% from 2024. Apple Valley offers adult volleyball leagues year-round as well as tournaments during the winter seasons. Indoor leagues at the Apple Valley Community Center include women's officiated, women's self-officiated, open self-officiated, and co-rec self-officiated play as well as a new Reverse 4's league on Sunday evenings. Summer outdoor sand volleyball leagues are also offered at Johnny Cake Ridge Park East. Additionally, 18 volleyball skills clinics were also offered and had 251 total participants.



PICKLEBALL LEAGUES

Pickleball is a fast-growing sport in Apple Valley. Programmed options include lessons offered year-round, seasonal intro clinics for new players, ladder leagues, and scheduled indoor open play. The Goodwin Pickleball Complex was also named and expanded in 2025 to accommodate an additional eight courts. Its courts are filled during most peak times during the outdoor season and hosts a large pickleball tournament annually.





BEAN BAG LEAGUES

Cornhole/Bean Bags leagues peaked in 2022 and has been on a steady decline since as competition from private establishments has increased. Indoor leagues are offered in the winter, spring, and late fall seasons at the Apple Valley Community Center. Leagues moved outdoors to Johnny Cake Ridge Park East from late spring through early fall.



RECREATION PROGRAMS FOR YOUTH AND FAMILIES

The Parks & Recreation Department offers many recreation programs for youth and families that emphasize all different kinds of learning and fun. These programs include preschool classes, the summer playground program and puppet wagon, holiday programming, open gyms, outdoor ice skating, and contracted programs such as Music Together and Soccer Shots.

APPLE VALLEY FREEDOM DAYS FUN RUN

Due to construction at Hayes Park, the annual 2-mile and 5-mile Fun Run routes moved to Johnny Cake Ridge Park West and the event was based at the Johnny Cake Activity Center. The new race routes proved to be such a positive experience for both staff and runners that the 2026 Fun Run will return to Johnny Cake Ridge Park-West. A total of 207 runners participated.



MUSIC TOGETHER & SOCCER SHOTS

We continue to share successful partnerships with local programs Music in the Valley Together and Soccer Shots, which are both geared toward children up to five years of age. In 2025, we had 79 Music Together participants and 66 Soccer Shots participants.

Soccer Shots®

SUMMER PROGRAMS

SUMMER PLAYGROUND PROGRAM – 293 Total Participants in 2025
The Summer Playground Program—one of Apple Valley's longest-running programs—keeps kids ages 6–11 active and engaged on summer mornings. In 2025, the program was held for seven weeks Monday through Thursday at Hayes Park.

SUMMER CAMPS – 257 Total Campers in 2025
In 2025, we expanded our camp offerings for children ages 6–11 to include more full-day opportunities. Camps included Summer Surge, Day Camp, Awesome Adventure Camp, and a variety of afternoon camps.

PUPPET THEATER
The Puppet Wagon, now in its 47th year, performed 20 shows per week between June 9 and August 15. There were several new locations on the schedule due to park and playground upgrades. The shift in park sites will continue in 2026 to accommodate additional park projects. Besides the weekly park shows, the puppet wagon participated in the Freedom Days Parade and at three Night to Unite Block parties. Puppet Wagon attendance in 2025 was 2,731.





JIGSAW PUZZLE CONTEST

In January and December, 24 teams battled it out in Apple Valley Parks & Recreation's jigsaw puzzle competitions, which are currently very popular in Minnesota. Each team consisted of up to four people and were given the same jigsaw puzzle. Puzzle assembly was timed, and the three teams with the fastest times were awarded prizes. Additional puzzle contests are planned for 2026!

OUTDOOR SKATING



Outdoor Skating opportunities improved in 2025 with more freezing temperatures and better ice quality than the previous season in the winter of 2023-2024, where skating conditions were so bad we only had an 8-day season. For the 2024-2025 season we were open a total of 36 days:

- **Total Skater Hours** 1707
- **Daily Average** 47

OPEN GYM PROGRAMS

Open gym time for youth and families is offered at the Apple Valley Community Center at no cost or a nominal fee. During the school year, additional days and times were added to all open gyms on non-school days, including during winter and spring breaks, MEA, and conference days.

PRESCHOOL OPEN GYM – 1600 Family Entries

Preschoolers ages five and under have full access to scooters, trikes, balls, and tumbling mats during this gym time, which is held on Mondays, Wednesdays, and Fridays during the school year and Wednesdays in the summer.

YOUTH OPEN GYM – 8600 Entries

Youth open gym is designed for students in grades 6–12 to play basketball or volleyball Mondays through Fridays from 2:30–4:30 p.m. and Saturdays from noon–2 p.m. The program is free, and parents do not stay.

FAMILY OPEN GYM

Adults and children ages 17 and under play basketball and volleyball together during this free gym time. Family Open Gym is offered Sunday–Friday from noon–2 p.m.



THANK YOU

Thank you to the Apple Valley City Council, the Apple Valley Parks and Recreation Advisory Committee, and the residents of Apple Valley for your continued support of the Parks & Recreation Department in our efforts to provide opportunities for outstanding quality-of-life experiences.

Sincerely,

Apple Valley
Parks & Recreation

2025
ANNUAL REPORT

ITEM:	4.H.
MEETING DATE:	March 26, 2026
SECTION:	Consent Agenda

Description:	
Receive Apple Valley Planning Commission 2025 Annual Report	
Staff Contact:	**Department / Division:**
Tim Benetti, Community Development Director	Community Development

Action Requested:

Receive Apple Valley Planning Commission 2025 Annual Report

Summary:

The Planning Commission plays an important role in guiding planning and development activities in the City of Apple Valley and works closely with City staff to support the City's planning, land use, and economic development efforts.

During 2025, the Commission reviewed and made recommendations on more than 27 land use applications, including plats, conditional use permits, variances, and other approvals. These actions supported several completed improvements and ongoing construction projects throughout the city.

Notable commercial projects reviewed during the year include McDonald's, Seven Brew, Skyline Social & Games, and Picklehall. Public and institutional projects include Kelley Park, Redwood Park, Apple Valley High School and Eastview High School. Residential developments include Orchard Place Apartments, Orchard Path, and Valley Station Apartments.

The Commission also reviewed and recommended several updates to the Comprehensive Plan and zoning ordinance, including land use policy updates, creation of a Mixed Use Business Campus district, revisions to impervious surface regulations, cannabis business regulations, setback standards, and other zoning provisions.

Background:

The attached Planning Commission Annual Report for 2025 was presented at the Commission's Annual Business Meeting on March 4, 2026. The Planning Commission approved the report and directed that it be forwarded to the City Council for review and acceptance.

Budget Impact:

N/A

Attachments:

1. 2025 Planning Commission Annual Report

APPLE VALLEY
PLANNING COMMISSION

Apple Valley

2025 ANNUAL REPORT

Presented
March 4, 2026

PLANNING COMMISSION

Members of the Apple Valley Planning Commission include:

- Jodi Kurtz, Chair
- Paul Scanlan, Vice-Chair
- David Schindler, Secretary
- Philip Mahowald
- Becky Sandahl
- Jeff Prewitt
- Doug Hlas

The role of the Planning Commission is to make recommendations to the City Council on a variety of land use requests and issues. In 2025, there were 27 land use development applications processed. Staff prepared agendas, agenda packets, and minutes for 15 regularly scheduled Planning Commission meetings; which included 19 public hearings.

The following is a breakout of various land use requests considered by the Planning Commission and/or City Council in 2025:

Land Use Request Type	Number of Requests
Comprehensive Plan Amendments	2
Zoning Ordinance Amendments/Rezonings	9
Conditional Use Permits	3
Subdivision/Preliminary Plats/Final Plats	1
Site Plan Reviews/Building Permit Authorizations	7
Vacations	2
Variances	4
Environmental Reviews(AUAR Update)	0
Interim Use Permits	0
Miscellaneous	0
Sketch Plans	0
TOTAL	**27**

In some instances, the complexity of some land use requests may include comprehensive plan revisions, re-zonings, zoning amendments, variances and site plan/building permit authorizations on property located in established neighborhoods and may require a different level of analysis during the entitlement process. Changes in these fully developed areas of the City often require multiple meetings for the complete review following considerable time.

CONSTRUCTION OVERVIEW

Key 1 - Service

The Planning Commission reviewed and recommended several development projects to the City Council. As a result, several projects were approved and finalized in the Orchard Place development area, along with new projects and developments at various in-fill sites across the City, including the Downtown District.

For 2025, the City saw an incredible amount of construction activity and increased valuation towards new projects and developments throughout the community. Over 2,178 permits were processed, resulting in over $240.5 million in valuation, compared to 1,966 permits / $94 million in 2024 and 3,072 permits / $125 million in 2023.

In the commercial/industrial/institutional sectors, the City approved seven new buildings or projects (14 total permits), contributing over $43,500,000 in valuation to the community. Notable among these permits were Les Schwab Tires Center, McDonald's, Skyline Social & Games, Minnesota Zoo (Macaque exhibit), and the added new public structures in Redwood Park, Kelley Park, Hayes Park, and others. Commercial Additions or Renovations also added $31 million of valuation with 105 permits processed.

For the local ISD-196 school projects, the city reviewed and processed 9 permits, totaling almost $82 million in valuation. A large contributor to these numbers include the Apple Valley HS Activity Center at $28 million, Eastview HS Activity Center at $25.5 million, Scott Highlands MS at $16 million, Falcon Ridge MS at $5.5 million, and Valley MS at $4 million.

On the residential side, the City approved:

- 10 new single-family (detached) homes, with $6.2 million in new valuation (average value of $620,000 per unit);
- 15 new townhomes/attached dwelling units, contributing approximately $4.3 million in new valuation (avg. value $283,000 per unit).
- Over 2,011 permits for residential additions and alterations, representing more than $33.2 million in reinvestment.
- Two (2) new apartments were permitted, which included the 75-unit, senior independent living expansion for Presbyterian Homes Orchard Path campus at $15.8 million in value, along with the 136-unit Orchard Place Apartments by Trident Development at $25 million in new valuation.

NEW DEVELOPMENT OVERVIEW

COMMERCIAL DEVELOPMENTS

Key 3 - Business Oriented, Key 9 – Successful Downtown

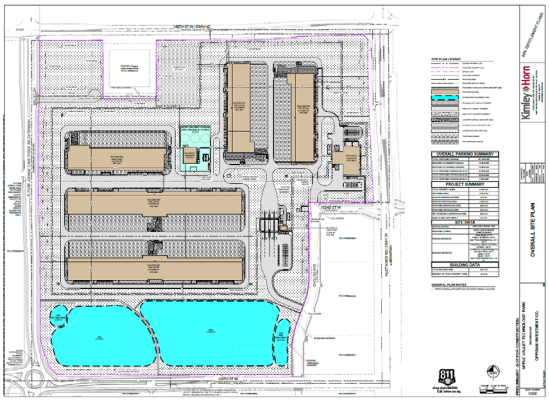
McDonalds
15460 English Ave.
The new casual fast-food restaurant with drive thru service lane next to the new Health Partners Clinic and Chafin Vet Clinic officially opened in November 2025. The public hearing was held on January 15, 2025, and approved by the Planning Commission that same day. The City Council approved it on February 27, 2025.



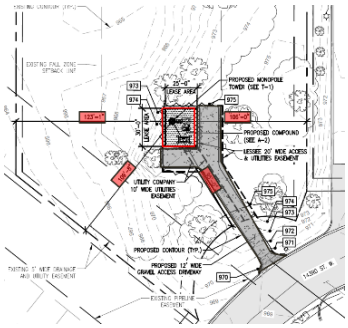
Les Schwab Tire Center
15690 English Ave.
The new 16,000 sq. ft. retail auto accessory store with an indoor service area is nearing completion; scheduled to be opened in February 2026. The public hearing was on February 7, 2024, and the Planning Commission approved it on April 3, 2024. The City Council gave final approval April 25, 2024.

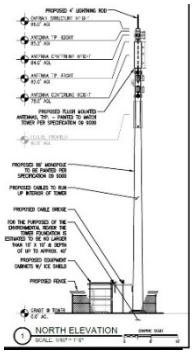


Apple Valley Technology Park at Orchard Place (*by Oppidan Development*)
The Site Plan and other applications related to the proposed large-scale technology park, featuring five data center support buildings and several smaller ancillary structures, is still in review and is subject to a March 31, 2026 review deadline. The Public Hearing was held on February 5, 2025, and is still open for any additional public comments.



Bethel Assemblies of God Church
14201 Cedar Ave.
New 86-ft. tall wireless community tower (monopole) and support pad was approved for Verizon Wireless. A public hearing was held on March 5, 2025 and approved by the Planning Commission on March 19, 2025. The City Council gave final approval on April 10, 2025.





Skyline Social and Games
15555 English Ave.
New 47,000-sf. indoor casual recreation facility (bowling, duckpins, axe throwing, billiards, bocce, sand volleyball) was approved in April 2025; construction ongoing with expected completion by end of 2026 or early 2027. Skyline Social & Games was reviewed by Planning Commission on April 2, 2025, and approved by City Council on April 24, 2025.





Apple Valley Village – Cassia
14670 Garrett Ave.
A new Transition Care Unit (TCU) expansion to the overall Cassia/Apple Valley Health Care Campus was approved in April 2025. Construction is expected to begin mid-2026. Cassia was reviewed on April 16, 2025, where the Planning Commission recommended approval. The City Council reviewed and approved this proposed expansion project on May 8, 2025.



7 Brew Coffee
15440 English Ave.
A new 600-sf. drive thru coffee and specialty soft-drink facility was approved June 2025. Construction is expected to begin Spring 2026, with completion by summer 2026. A public hearing was held on June 18, 2025, and Planning Commission recommended approval that same day. City Council approved on July 10, 2025.



Snap Fitness (former CVS)
15115 Dove Trail
A conditional use permit was approved for extended business or service hours to the new Snap Fitness facility in July 2025. A public hearing was held, and approval recommended by Planning Commission on July 2, 2025. The City Council approved the project on July 24, 2025.



Picklehall
7169 153rd St. W.
A new 66,400 sf. indoor pickleball facility with 18 courts, plus a food/beer hall and limited outdoor recreational spaces was approved July 2025. Construction is underway and is expected to be completed by early 2027. The public hearing was held, and approval recommended by Planning Commission, on July 2, 2025. The City Council approved the project on September 11, 2025.



INSTITUTIONAL PROJECTS

Key 1 – Service, Key 2 – A Great Place to Live , Key 12 - A Community for a Lifetime

- **Kelley Park Project**
  New bandshell, pavilion, restrooms, playground, splashpad, and expanded parking. Vacation of former street ROW and drainage and utility easements, and final plat were approved in 2024. Planning Commission reviewed the rezoning, variances, and site plan/building permit authorization on April, 16, 2025, and City Council approved on May 8, 2025.





- **Redwood Park Project**
  Redevelopment of the entire park, including a new 5,572 sf. activity center, swimming pool, playground, activity courts and fields, and others. Opening planned for June 2026. Planning Commission reviewed this project on December 18, 2024, and City Council approved it on January 23, 2025.







- **Apple Valley Community and Senior Center- 14601 Hayes Road**
  New 10,000 sf. addition with related park and recreation improvements. The Planning Commission reviewed this item on December 17, 2025, and City Council approved the project on February 12, 2026.



- **Apple Valley High School Activity Center**
  Approved an 86,621 sq. ft. addition, with construction beginning in June 2025. Planning Commission reviewed this item on December 18, 2024, and was approved by City Council on January 23, 2025.




- **Eastview High School Activity Center**
  Approved an 84,700 sq. ft. addition, with construction starting in June 2025. Planning Commission reviewed this item on December 18, 2024, and was approved by City Council on January 23, 2025.





- **Police Operations Building**
  14325 Flagstaff Ave.
  Construction of a new 25,000 sq. ft. police operations building began in early 2024 and was completed and opened in August 2025. Planning Commission recommended approval of this project on September 20, 2023, and City Council gave approval on October 12, 2023.



- **Cedar Valley Learning Center**
  14420 Glenda Dr.
  Approved a variance for a secured vestibule entrance; completed in late 2025. This variance was recommended by Planning Commission on Aug. 7, 2024, and approved by City Council on Aug. 22, 2024.




- **Christ Church**
  12925 Johnny Cake Rdige Rd.
  City approved a setback variance to allow the church to improve and enhance their existing front monument sign. A public hearing was held and approval recommended by the Planning Commission on November 19, 2025. City Council approved it on December 11, 2025.



RESIDENTIAL DEVELOPMENTS

Key 2 – A Great Place to Live; Key 12 – A Community for a Lifetime

Orchard Place Apartments
15665 English Ave.
New 4-story, 135-unit market rate apartment development in Orchard Place was approved April 2025. Construction is ongoing with expected completion by end of 2026 or early 2027.

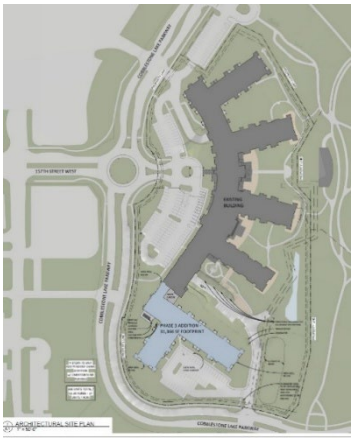






Orchard Path
5400 157th St. W
Approved a 75-unit continuum of care facility. Construction is expected throughout 2025-2026. Planning Commission recommended approval on November 6, 2024, and City Council approved it on November 26, 2024.





Valley Station Apartments
15584 Gaslight Drive
144 Unit Workforce Housing project was approved July 2025; construction is expected to begin in mid-2026; with project completed by end of 2027. The public hearing was held on July 16, 2025, and Planning Commission recommended approval on August 2, 2025. City Council approved the project on September 25, 2025.



Applewood Pointe – Apple Valley: The 96-unit senior cooperative housing facility is complete and fully occupied; and the seven (7) single-family residential villas are nearing completion. Public hearing was held on April 17, 2024, and the Planning Commission recommended approval on May 1, 2024. City Council gave approval on May 9, 2024.



PLANNING APPLICATION OVERVIEW

Ordinance Amendments / Comprehensive Plan Amendments

Key 1 – Service; Key 3 – Business Oriented

Throughout the course of a regular planning year, Planning Staff will receive several inquiries and requests from property owners, businesses or developers to modify (or amend) certain sections and/or requirements of the City Code, and occasionally, Staff will receive separate requests to amend the 2040 Comprehensive Plan for various reasons or objectives. The year 2025 proved to be another busy and productive year for processing several Code and Comp Plan amendments, which included the following:

- **Rockport, LLC – Comprehensive Plan Amendment**
  Owners requested an amendment to the 2040 Comprehensive Plan regarding the Orchard Place Concept Plan (Figure 4.2) and asked to revert land use guidance to the generalized Mixed Business Campus (MBC) Land Use designations and related text revisions contained in the 2040 Plan. The Planning Commission recommended denial of said request at the April 2, 2025 meeting; and City Council affirmed this recommendation by denying the request at the January 22, 2026 meeting.

- **MUBC – Mixed Use Business Campus Zoning District Ordinance**
  The City of Apple Valley prepared and amended an amendment to Chapter 155 of the City's zoning code to establish a new "MUBC" (Mixed Use Business Campus) zoning district, which would align with the established “MBC” Mixed Business Campus land use guidance category in the 2040 Comprehensive Plan. The MUBC Ordinance was recommended for approval by the Planning Commission at the February 5, 2025 meeting and affirmed/approved by the City Council at the February 27, 2025 meeting.

- **Ordinance Amendment to Planned Development (PD) No. 975 Impervious Surface Text Amendment**
  City considered an ordinance amendment to PD 975 regarding revised regulations for impervious surface coverage for lots 9,999-sf. or less in said district. The Planning Commission recommended approval of the request on May 7, 2025, and the City Council affirmed this action on May 22, 2025.

- **Cannabis Microbusiness Text Amendment**
  City considered an ordinance to amend PD 409 and City Code Ordinance No. 155.320 to allow for a new cannabis microbusiness in said PD 409 and allow microbusinesses in planned developments in general. The Planning Commission held a public hearing on April 2, 2025, and recommended denial of the request on May 7, 2025. The City Council affirmed this action on July 10, 2025.

- **Ordinance Amending PD 739 *(Picklehall)***
  City considered an amendment to PD No. 739 to add and allow for an “indoor commercial recreation use” in said PD District, which was related to the proposed Picklehall Project. The Planning Commission recommended approval on July 2, 2025, and the City Council affirmed this action on September 11, 2025.

- **Ordinance Amendment to PD No. 507 (*Valley Station Apartments – Gaslight Site*)**
  City considered an amendment to PD No. 507, to allow for (i.) reduced setbacks;(ii.) increase the max. units per acre from 16 to 48; (iii.) reduce the minimum square footage of land required per unit from 2,760 sf. to 916 sf.; (iv.) allow coverage to increase from 20% to 30% of the lot; (v.) increase the maximum number of stories from three to five stories and max. height from 45 feet to 60 feet; and (vi.) eliminate the minimum one to three roof pitch requirement to allow for a flat roof – all for the proposed Valley Station Apartments project on the City's EDA owned Gaslight Site. The public hearing was held on July 16, 2025, and Planning Commission recommended approval on August 2, 2025. City Council approved the project on September 25, 2025.

- **Ordinance Amendment to PD 1144**
  City considered a request to amend PD No. 1144 requesting a reduced Rear-yard Setback regulation in said district. The public hearing was held on August 6, 2025, and the Planning Commission approved the amendment the same evening. The City Council affirmed the action on August 14, 2025.

- **Ordinance Amendment to City Code Sect. 155.320**
  Planning Staff prepared and presented an ordinance amendment to City Code Sect. 155.320 to address the procedures of measuring setback buffers for cannabis businesses throughout the city. The public hearing was held on August 6, 2025, and the Planning Commission approved the amendment the same evening. The City Council affirmed the action on August 28, 2025.

- **Ordinance Amendment to City Code Sect. 155.397 (*Variances*)**
  Planning Staff prepared and presented an ordinance amendment to City Code Sect. 155.397 (Variances), which now requires all variances that are presented to the City's Board of Appeals and Adjustments (the Planning Commission) must hold a public hearing, along with the standard procedures for mailed notices to surrounding property owners. The public hearing was held on August 6, 2025, and the Planning Commission approved the amendment the same evening. The City Council affirmed the action on August 28, 2025.

- **Ordinance Amendment to PD No. 290**
  City considered a request from a local business owner to exempt a cannabis retailer from the specific use setback buffer requirements set forth in City Code Sect. 155.320. The Planning Commission recommended denial of the request on November 5, 2025, and the City Council affirmed this action on November 25, 2025.

- **Comprehensive Plan Amendment – Lots 1 & 2 of Fraser Addition**
  Planning Staff prepared and presented a request to revise (officially amend) current land use guidance on the area generally referred to as Fraser Living Center facility and the adjacent city-owned lot. The amendment called for both lots to be revised from "HD" High Density and "SIHD" Suburban Intensive High Density, respectively to "C" Commercial. The public hearing was held on November 19, 2025, and the Planning Commission recommended approval of the request on December 17, 2025. The City Council affirmed this request on January 8, 2026.

Variances

Key 1 – Service; Key 2 – A Great Place to Live

The variance process is statutory, allowing the Planning Commission to make recommendations on practical difficulties that sometimes occur in the exact enforcement of the City Code. The City reviewed the following variances in 2025.

- **McDonald's (at Orchard Place) Variance**
  The Planning Commission reviewed a request from McDonald's to reduce the required setback for a Class II restaurant from a residential zone from 1,000 feet to 200 feet. Approval was recommended on January 15, 2025, and the City Council affirmed this action on February 27, 2025

- **Kelley Park Variances**
  Planning Commission reviewed several variances as part of the Kelley Park improvements relating to building setbacks for a bandshell structure and pavilion structure, and parking setbacks and gave unanimous approval on April 16, 2025. The City Council affirmed said variances on May 8, 2025.

- **7 Brew Coffee**
  Planning Commission reviewed a request from 7 Brew for a variance to allow extended hours of operation for a Class III restaurant from 6:00 a.m. - 11:00 p.m. to 5:30 a.m. – 11:00 p.m. and gave unanimous recommendation of approval on June 18, 2025. The City Council subsequently approved said variance on July 10, 2025.

- **Christ Church Sign Setback Variance**
  Planning Commission reviewed a request for a 5' setback variance for a ground sign and gave unanimous recommendation of approval on November 19, 2025. The City Council subsequently approved said variance on December 11, 2025.

ECONOMIC DEVELOPMENT & COMMUNITY ENGAGEMENT INITIATIVES

Key 1 – Service; Key 3 – Business Oriented

2025 proved to be another eventful and productive year for new businesses opening or relocating to the community. In partnership with the Apple Valley Chamber of Commerce, the City participated or assisted with over seventeen (17) ribbon cutting events, plus four (4) groundbreaking events, which included the following:

Business	Address	Ceremony Date
Berry Sweet Kitchen	14638 Cedar Ave.	01/06/2025
Constellation Coffee	14800 Galaxie Ave.	03/06/2025
Tono's Pizzeria + Cheesesteaks	7394 153rd St. W.	03/08/2025
Urban Air	7370 153rd St. W.	03/22/2025
Nordstrom Rack	14910 Florence Trail,	04/03/2025
Apple Valley Chamber of Commerce	14800 Galaxie Ave.	05/20/2025
Hayes Park (*Groundbreaking*)	14601 Hayes Rd.	05/22/2025
Bliss Homes	5708 Upper 147th St. W.	06/07/2025
Orchard Path (*Groundbreaking*)	5400 157th St W	06/12/2025
EXP Pemberton Realty	14800 Galaxie Ave.	06/13/2025
Livea	14800 Galaxie Ave.	06/04/2025
Abyssinia Market	207 Co. Rd. 42	07/10/2025
La Michoacana	14638 Cedar Ave	07/12/2025
McDonald's (*Groundbreaking*)	15460 English Ave.	07/15/2025
Spice Village	7520 149th St. W.	07/17/2025
AV Police Operations Building	14325 Flagstaff Ave.	08/05/2025
Carnelia Health	7300 147th St. W.	08/07/2025
Orchard Place Apartments (*Groundbreaking*)	15665 English Ave.	10/29/2025
Brick & Bourbon Restaurant	14883 Florence Trail	11/06/2025
Hello Loveday	15678 Pilot Knob Rd.	11/13/2025
Lifeworks Services Inc.	14655 Evendale Way	12/18/2025

Other new businesses to the City included Sharkey's Cuts for Kids at 15594 Pilot Kob Rd.; Bogibox Golf at 6950 146th St W.; O'Reilly Auto Store (*relocated to the former Best Buy space*) at 15300 Cedar Ave.; Café de Paris at 15322 Galaxie Ave.; Boost Mobile at 15300 Cedar Ave.; Serious Sanji at 7625 148th St. W.; Snap Fitness at 15115 Dove Trail; and the recently announced Crunch Fitness at 7552 150th St. W. (*former JoAnn's Fabrics space*).

WELCOME TO OUR NEW BUSINESSES









































Open-to-Business (OTB) Program

Key 1 – Service; Key 3 – Business Oriented

- For Dakota County, OTB professionals served approximately **175** businesses, and provided over **1,375 hours** of technical assistance (i.e. meetings, providing resources, client calls, client deliverables, and loan packaging) and **812** Programming Hours (i.e. city initiatives, program outreach, events, city meetings, research, general inquiries).

- Advised 26 Apple Valley businesses, along with 17 residents inquiring or seeking OTB's assistance with various businesses or uses, including:
  - *Gift boutique store*
  - *Retail convenience store*
  - *Breakfast café*
  - *Sambusa / Samosa restaurant*
  - *Product manufacturing*
  - *Recreation Equipment Rental and Sales, and others*

- OTB provided up to $485,000 in direct loans or grants, and helped secure a loan for $50,000 for one Apple Valley business (the new *Hello Loveday*)

Greater MSP

Key 1 – Service; Key 3 – Business Oriented

The City's Economic Development Authority (EDA) collaborates with Dakota County, Minnesota Department of Employment and Economic Development (DEED) and other regional partners through Greater MSP to attract businesses and workers at the regional, national, and global levels. Greater MSP consists of 16 City Members plus nine County members and serves as the region's primary economic development organization, and provides marketing, data, and technical and financial assistance to its members.

Greater MSP also provides its government unit members with opportunities to submit community information (facts, figures, utilities, infrastructure capabilities, etc.) and highlight sites available for future development. This information is typically relayed to the City through "Requests for Information" (RFI) packages received from businesses looking to expand, relocate, or develop within the region.

In 2025, Apple Valley:

- Received several RFI requests
- Evaluated eight development proposals
- Responded to/submitted information for five proposals

Through this process, Apple Valley secured one new manufacturing company (Bergari Solutions) as a potential addition to the community in the Johnny Cake Business Center facility.

Redevelopment Investment Grant (RIG)

The City received a $25,000 RIG grant from the Dakota County CDA to help fund an initial water utility expansion plan and study for the Time Square Shopping Mall property, completed in July 2025.

City staff continues to work with the mall ownership group to secure an additional RIG grant to assist in funding the actual utility expansion project, which may also benefit surrounding commercial properties.

Opportunity Sites

- **The Gaslight Site - 7100 147th St. W.**
  City entered into a purchase agreement with Real Estate Equities to acquire and develop the 3.1 acre, EDA-owned site known as "The Gaslight Site" for $2,125,000. Full entitlement of the proposed 144-unit workforce housing apartment project was completed in 2025; and is expected to be begin construction in spring 2026 and completed by late 2027.

- **The Central Village West Site - 7169 153rd St. W.**
  City entered into a purchase agreement with Markid Properties II to acquire and develop the 3.7 acre City-owned property generally identified as "The Central Village West Site" (a/k/a "The 866 Site") for $2,250,000. Full entitlement of the proposed 56,500 sf. indoor pickleball and food hall concept project – to be known as "Picklehall" was approved in mid-2025, with construction currently underway and expected completion by early 2027.

- **The Fraser Lot - NW corner of CR 42 & 147th St. W.**
  City entered into a purchase agreement for $825,000 with Northland Real Estate Group to purchase and develop the vacant, 1.21 acre city-owned parcel next to the Fraser Apple Grove Court independent living facility at 8005 147th St. W.

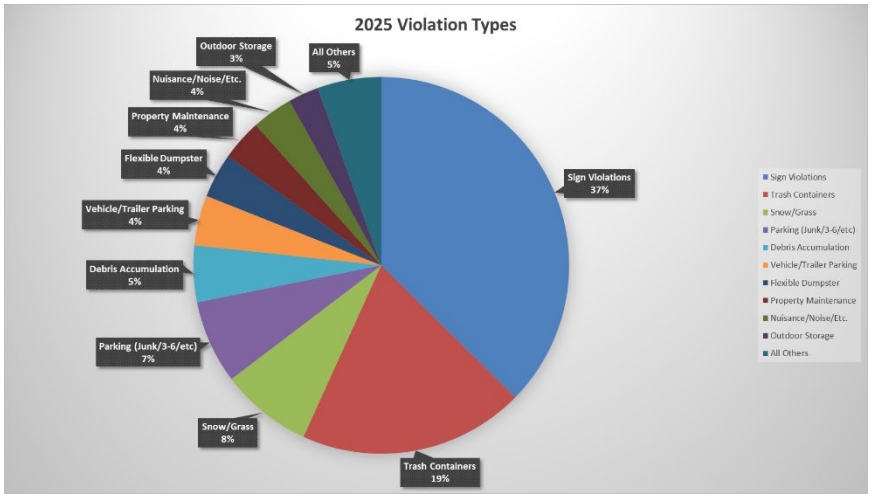
  Initial plans for a commercial daycare center did not proceed, and subsequent commercial concepts also did not materialize. The City has since terminated the purchase agreement and intends to re-market the site for sale and development in 2026 or later.

- **The Education Building (*former Apple Valley City Hall*) – 14200 Cedar Ave.**
  The City completed an appraisal in late 2025 on the city-owned and managed Education Building (old City Hall) property; and is exploring the opportunity to market and sell the property to a new owner/user group, or for complete redevelopment.

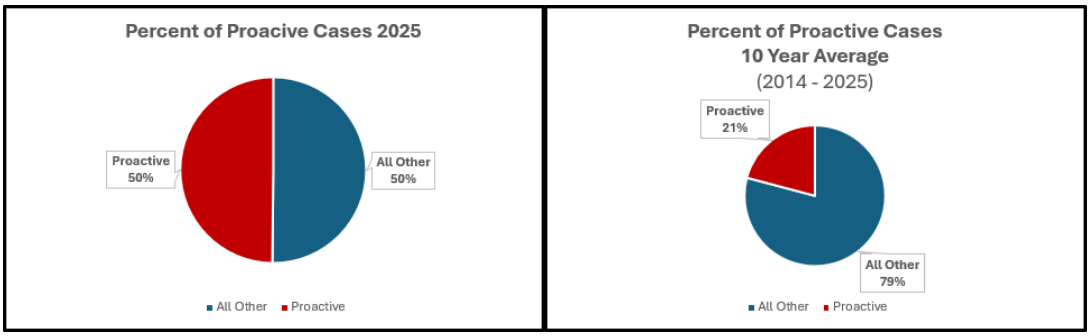
Code Compliance Activities

Key 1 – Service, Key 2 – A Great Place to Live , Key 12 - A Community for a Lifetime

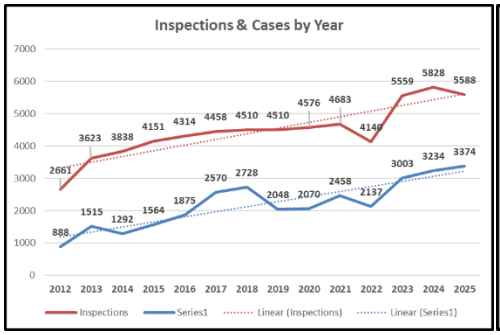
In 2025 Code Compliance Staff responded to over **3,374** cases, which represents the greatest number of cases on recent record. The largest contributing factor was the volume of right-of-way signs collected throughout the year, totaling more than 1,434 signs. Enforcement in this category is typically proactive. A breakdown of violation types observed in 2025 is provided below:

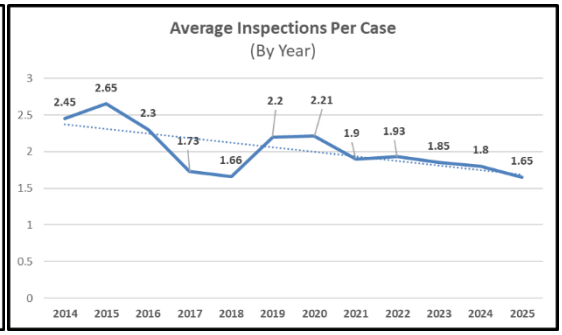


For 2025, a total of **5,588** inspections were completed; and of these ***648*** were on vacant properties. The pie charts below illustrate the percent of Proactive cases vs all others over the past year and as an average over the past 10 years:



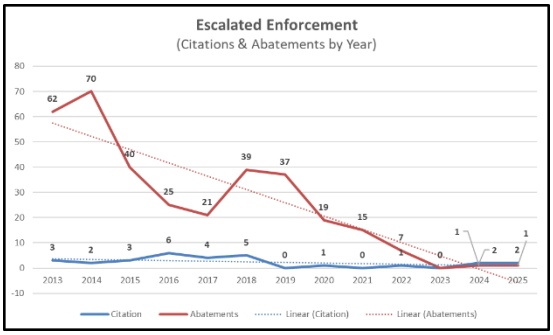
The percentage of proactive cases accounted for roughly half of all cases in 2025. This metric has steadily increased each year but has historically been much lower. Additional contributing factors include enforcement related to dumpsters, shopping carts, basketball hoops, and other right-of-way violations typically addressed proactively.





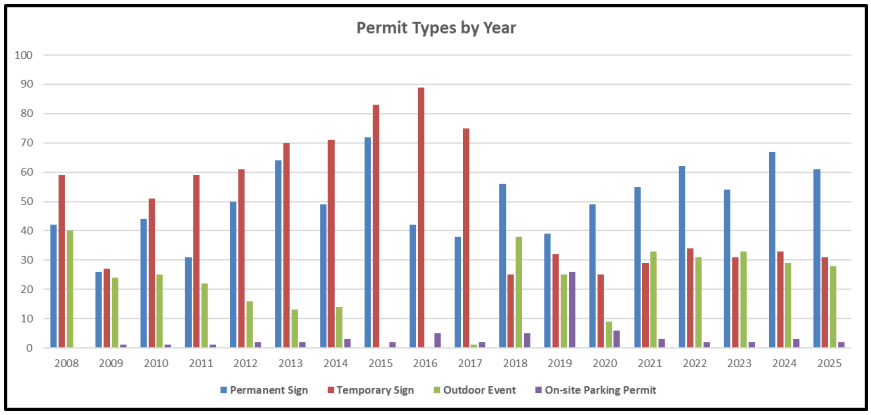
In 2025, Code Staff observed and monitored ***37*** new vacant properties, and ***48*** previously (monitored) vacant properties were noted to have become re-occupied, thus representing a net loss of ***11*** vacant properties for 2025. The total number of vacant properties now stands at ***56***.

Staff, in cooperation with our City Attorney's office, issued two (2) citations and provided one (1) court-ordered abatement of a property.



Permits Issued for 2025 included the following:

- Permanent Sign – ***61***
- Temporary Sign – ***31***
- Special Promotion – ***28***
- Residential Parking – ***2***



COMMUNITY DEVELOPMENT STAFF NEWS

- **Alex Sharpe** resigned as City Planner in February 2025 and is now the Community Development Director for the City of Wayzata.
- **Carter Hayes** was hired as Planner in April 2025.
- **Terri Dill** was hired as City Planner in April 2025.
- **Sydnee Stroeing** was promoted from Associate Planner to Planner in December 2025.
- **Amber Newport** was hired as Division/Department Specialist in September 2025, replacing former Department Specialist Mary Klein, who retired in July 2025 after 4 years of service.



Carter Hayes
Planner



Terri Dill
City Planner



Sydnee Stroeing
Planner



Amber Newport
Div./Dept. Specialist

Thank you to the Apple Valley City Council, the Apple Valley Planning Commission, the entire Community Development Department staff, and all City of Apple Valley departments for your continued collaboration, professionalism, and commitment to thoughtful growth and responsible planning throughout 2025.

On behalf of the entire Community Development Department, we look forward to building upon this momentum in 2026 and continuing the important work of guiding and shaping the successful future of Apple Valley.

Respectfully submitted,

Tim Benetti

03/04/2026

Tim Benetti
Community Development Director City of Apple Valley, MN

ITEM:	4.I.
MEETING DATE:	March 26, 2026
SECTION:	Consent Agenda

Description:	
Adopt Resolution approving a Conditional Use Permit for Niemann Ace Hardware outdoor display and sales area and attaching conditions thereto	
Staff Contact: Carter Hayes, Planner	**Department / Division:** Community Development

Action Requested:

Adopt Resolution approving a Conditional Use Permit for Niemann Ace Hardware outdoor display and sales area and attaching conditions thereto

Summary:

The applicant, Niemann Ace Hardware, is requesting approval of a Conditional Use Permit for a temporary outdoor display and sales area located at 14760 Pennock Avenue. The proposal includes the seasonal installation of a 630 square foot greenhouse measuring 21 feet by 30 feet, to be erected and operated annually from April 1 through July 31. The subject property is zoned Retail Business, where outdoor display and sales are allowed as a conditional use pursuant to Section 155.157(A) of the Zoning Code.

The site plan depicts the proposed greenhouse location on the east side of the parking lot, where it would temporarily occupy eight parking spaces. The reduction in parking remains compliant with the minimum required parking for the business. The outdoor display and sales area will be delineated by temporary cedar split rail fencing enclosing the greenhouse structure. All product display will occur within the delineated fenced area.

A public hearing was held during the Planning Commission meeting on March 4, 2026. No public comments were received. Following the hearing, the Planning Commission voted unanimously to recommend approval of the Conditional Use Permit for the outdoor display and sales area, subject to the following conditions:

- The Conditional Use Permit shall apply to property legally described as: Lot 2, Block 1, Valley Commercial Park 1st Addition.
- All conditions of any previously approved conditional use permit for the property must be complied with and remain in full effect.
- The placement of the greenhouse and all products displayed in and around the greenhouse shall be in the location as depicted in the approved site plan, dated February 19, 2026, and attached hereto as Exhibit A.
- All permits required by the Minnesota State Building Code and Fire Code shall be obtained prior to installation and operation of the greenhouse or outdoor display and sales, and be

maintained in compliance with all building codes, fire codes, and other applicable regulations.
- The use of the outdoor display and sales area is limited to the seasonal period of April 1 through July 31 annually. All structures and products must be completely removed by August 5th each year.
- The temporary greenhouse may be used only for the display and sale of plants, flowers, seeds, and other garden-related materials. No other merchandise or goods shall be displayed, stored, or sold within the area.
- Temporary cedar split rail fencing shall be installed to delineate the outdoor display and sales area as depicted in Exhibit A.
- All goods and products must be contained within the delineated fenced area.
- No product, including the delineating fence itself, shall encroach onto any drive aisles.
- No signage shall be placed on the greenhouse structure or any fences on the property.
- Operations shall be conducted so that products are kept in neat, organized rows and the premises are kept free of trash and other debris. No pallets shall be used for display purposes.
- No outdoor public address (P.A.) system shall be allowed.
- The Conditional Use Permit shall be recorded against the property with the Dakota County Recorder's Office.
- The Conditional Use Permit may be revoked for cause if terms of conditions 2-14 are not adhered to.

Background:

On November 20, 2001, Ace Hardware obtained approval of a Conditional Use Permit for outdoor display and sales. That approval limited the display area to the front of the store and required it to be enclosed by a decorative fence. Because the proposed temporary greenhouse would be located in a different area of the site and would not comply with the location restrictions of the existing permit, a new Conditional Use Permit is required.

As part of the current request, staff has drafted a condition stating that all terms and conditions of any previously approved Conditional Use Permits for the property must continue to be complied with and remain in full force and effect.

Budget Impact:

N/A

Attachments:

1. Resolution
2. Exhibit A - Site Plan
3. Location Map
4. Zoning Map
5. Applicant Narrative

City of Apple Valley
Resolution No. 2026-

A Resolution approving a Conditional Use Permit for Niemann Ace Hardware Outdoor Display and Sales Area and Attaching Conditions Thereto

Whereas, pursuant to Minnesota Statures 462.357 the City of Apple Valley has adopted Title XV, Chapter 155 of the City Code of Ordinances, governing zoning regulations to control land uses throughout the City; and

Whereas, Section 155.157(A) of the City Code allows outdoor display and sales as a conditional use within the RB - Retail Business zoning district, provided specific performance standards are met; and

Whereas, Niemann Ace Hardware has submitted an application for a Conditional Use Permit to allow an outdoor display and sales area for a temporary greenhouse at 14760 Pennock Avenue, legally described as Lot 2, Block 1 Valley Commercial Park 1st Addition ("Property"); and

Whereas, a public hearing by the Planning Commission on March 4th, 2026, was held for the Conditional Use Permit application; and

Whereas, the Planning Commission recommended approval of the Conditional Use Permit application, subject to certain conditions, on March 4th, 2026.

Now, therefore, be it resolved, by the City Council of the City of Apple Valley, Dakota County, Minnesota, that a Conditional Use Permit to allow an outdoor display and sales area for a temporary greenhouse on the Property is approved, subject to the following conditions:

1. The Conditional Use Permit shall apply to property legally described as:

   Lot 2, Block 1, Valley Commercial Park 1st Addition

2. All conditions of any previously approved conditional use permit for the property must be complied with and remain in full effect.

3. The placement of the greenhouse and all products displayed in and around the greenhouse shall be in the location as depicted in the approved site plan, dated February 19, 2026, and attached hereto as Exhibit A.

DRAFT

4. All permits required by the Minnesota State Building Code and Fire Code shall be obtained prior to installation and operation of the greenhouse or outdoor display and sales, and be maintained in compliance with all building codes, fire codes, and other applicable regulations.

5. The use of the outdoor display and sales area is limited to the seasonal period of April 1 through July 31 annually. All structures and products must be completely removed by August 5th of each year.

6. The temporary greenhouse may be used only for the display and sale of plants, flowers, seeds, and other garden-related materials. No other merchandise or goods shall be displayed, stored, or sold within the area.

7. Temporary cedar split rail fencing shall be installed to delineate the outdoor display and sales area as depicted in Exhibit A.

8. All goods and products must be contained within the delineated fenced area.

9. No product, including the delineating fence itself, shall encroach onto any drive aisles.

10. No signage shall be placed on the greenhouse structure or any fences on the property.

11. Operations shall be conducted so that products are kept in neat, organized rows and the greenhouse and display area are kept free of trash and other debris. No pallets shall be used for display purposes.

12. No outdoor public address (P.A.) system shall be allowed.

13. The Conditional Use Permit shall be recorded against the property with the Dakota County Recorder's Office.

14. The Conditional Use Permit may be revoked for cause if the terms of conditions 2-14 are not adhered to.

DRAFT

Adopted _____.

_____

Clint Hooppaw, Mayor

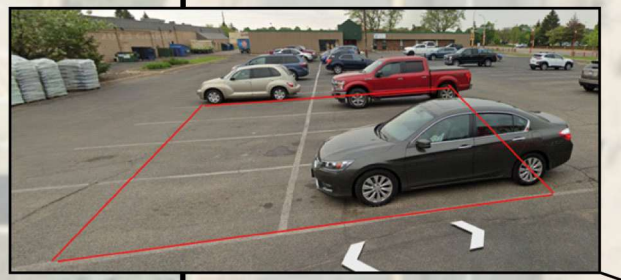
Attest:

_____

Christina M. Scipioni, City Clerk

DRAFT

EXHIBIT A
02-19-26



35 ft

21'

30'

125 ft

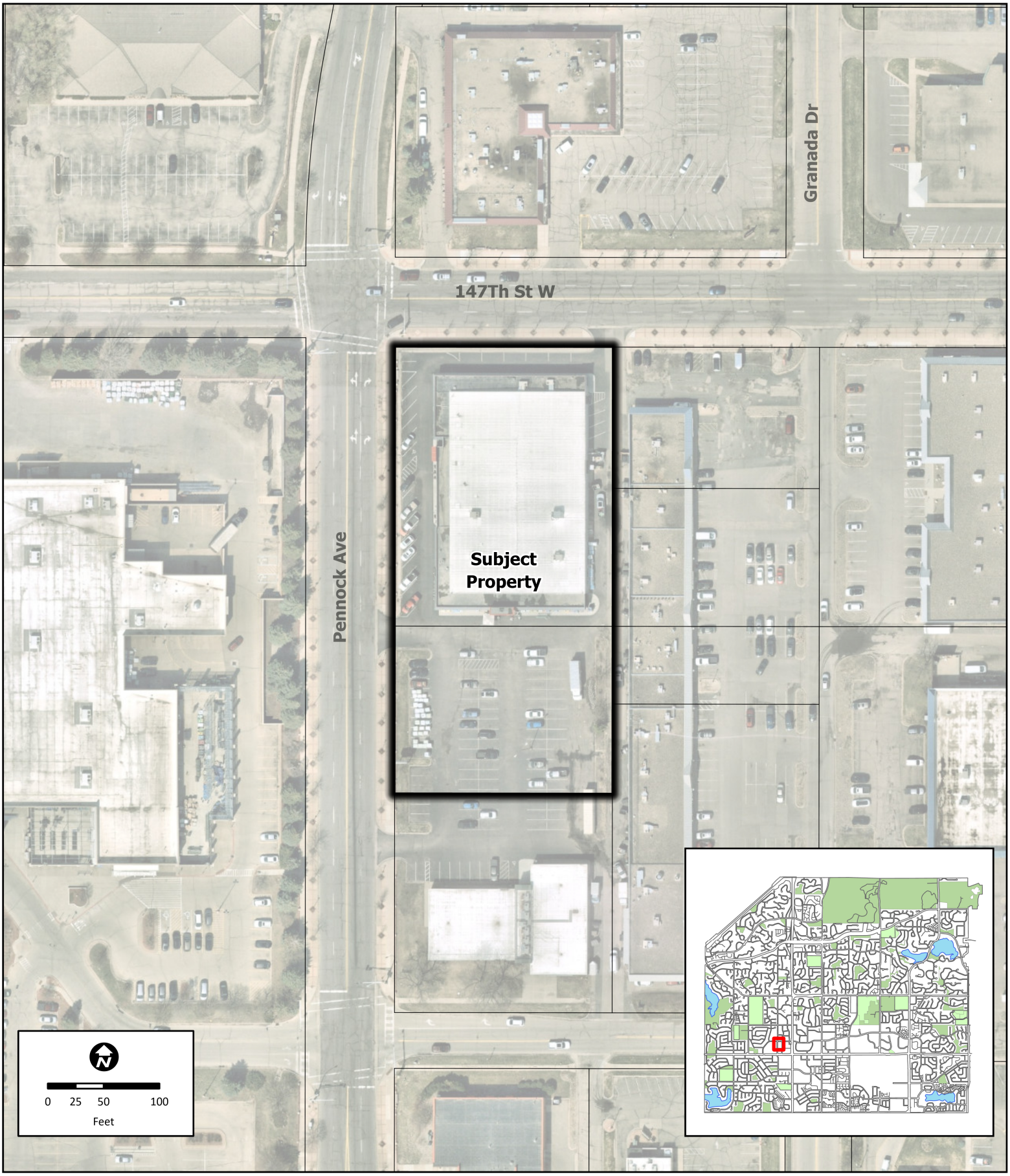
630 sqft

46 ft

Fenced Area

91 ft

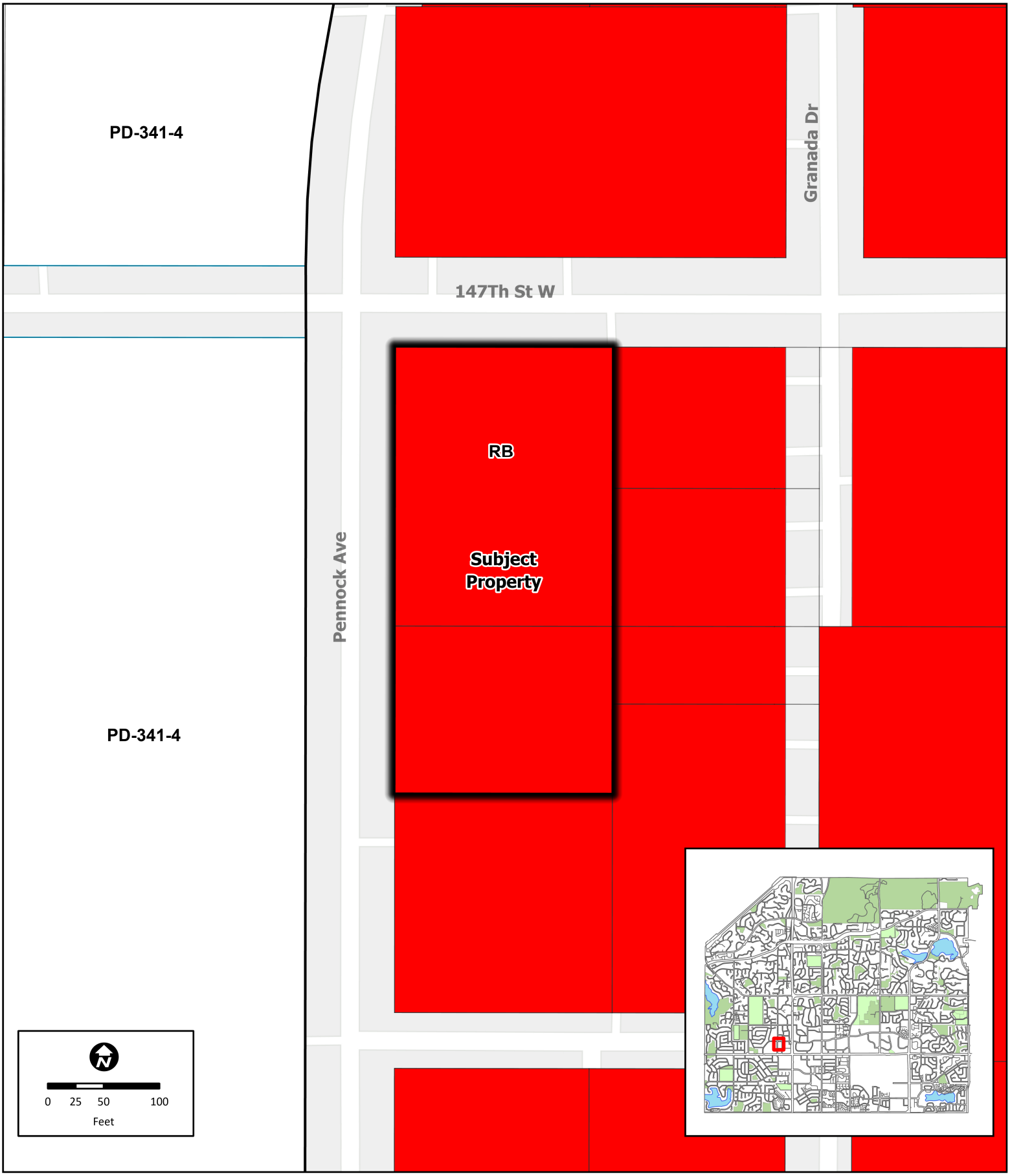
PENNOCK AVE



Location Map

14760 Pennock Avenue

City of Apple Valley



Zoning Map

14760 Pennock Avenue

City of Apple Valley

Carter,

Niemann Ace Hardware respectfully requests approval to install a temporary, seasonal retail greenhouse structure each year at our store located at 14760 Pennock Ave.

We propose placement of the temporary greenhouse on the east side of the parking lot, as outlined in the red box within the attached site plan. The structure measures 21' W x 30' L x 11' 6" H and would occupy eight parking stalls. It will be secured using counterbalance and 12" anchoring stakes into the asphalt surface.

The structure would be installed on or after April 1st and removed no later than July 30th each year. The proposed location will not obstruct fire lanes, ADA pathways, or pedestrian routes. No hazardous materials will be stored or used inside the structure.

Clearances from property boundaries and the building are as follows:

- 46 ft. from the east property line
- 125 ft. from the west property line
- 35 ft. from the front of the building
- 91 ft. from the south property line

The image below shows the Garden Mart retail greenhouse structure we utilize, supplied by Poly-Tex.

Thank you for reviewing this temporary use request. Please let me know if you need any additional information.

Ross Grunwald
Director of Procurement & Merchandising
Niemann Ace
[redacted]
[redacted]



ITEM: 4.J.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Adopt Resolution approving one-year extension of a Conditional Use Permit for a wireless communications monopole, Bethel Assemblies of God Church, 14201 Cedar Avenue	
Staff Contact:	**Department / Division:**
Sydnee Stroeing, Planner	Community Development

Action Requested:

Adopt Resolution approving one-year extension of a Conditional Use Permit for a wireless communications monopole, Bethel Assemblies of God Church, 14201 Cedar Avenue

Summary:

Buell Consulting, on behalf of Cellco Partnership (d/b/a Verizon Wireless), requests a one-year extension of a conditional use permit (CUP) for a wireless communications tower at Bethel Assemblies of God Church, 14201 Cedar Avenue. The communications tower will have a separate address, 7585 143rd Street West. The City Council approved the CUP for an 86-foot-tall wireless communications tower on April 10, 2025. Pursuant to Section 155.399(H), a CUP becomes null and void one year after City Council approval if the CUP is not completed or utilized, unless a petition for an extension is requested.

The applicant has applied for a building permit, and staff is currently reviewing the permit. The applicant is requesting the extension as a precautionary measure to address any potential delays prior to the April 10, 2026, one-year period. It is anticipated that construction of the tower will begin within the coming months.

Background:

The applicant requested consideration of a CUP to construct an 86-foot-tall wireless communications tower in spring of 2025. The location of the tower will be at the south end of the Bethel Assemblies of God Church property, adjacent to 143rd Street West. The tower was requested to enhance the network coverage and capacity for wireless communication in the surrounding area. The construction of the tower will include an equipment pad and generator, landscaping and fence for screening, and access off 143rd Street West. The applicant provided documentation demonstrating compliance with all applicable zoning requirements.

A public hearing for the CUP request was held at the March 5, 2025, Planning Commission meeting. On March 19, 2025, the Commission unanimously voted to recommend approval of the CUP. The City Council approved the request on April 10, 2025, subject to conditions. The extension resolution

includes the conditions that were listed in the original approval.

Budget Impact:

N/A

Attachments:

1. Resolution
2. Exhibit A
3. Extension Request

City of Apple Valley
Resolution No. 2026 - ____

A Resolution reauthorizing a conditional use permit for a wireless communication monopole at Bethel Assemblies of God Church and attaching conditions thereto

Whereas, pursuant to Minnesota Statutes 463.357, the City of Apple Valley adopted as Chapter 155 of the City Code of Ordinances, zoning regulations to control land uses throughout the City; and

Whereas, said regulations provide that wireless communication towers may be allowed within a P - Institutional zoning district as a conditional use and in accordance with specific performance standards; and

Whereas, approval of a conditional use permit for the installation of an 86' tall wireless communications monopole tower, addressed at 7585 143rd Street west, was requested by Buell Consulting, Inc., on behalf of Cellco Partnership, and the property owner, Bethel Assemblies of God Church, on property located at 14201 Cedar Avenue and legally described as:

Torrens:
Lot 1, Block 1, Mount Olivet Second Addition, according to the recorded plat thereof, EXCEPTING THEREFROM that part contained within the north 100.00 feet of the east 435.60 feet of the East half of the Southeast Quarter of the Northeast Quarter of Section 28, Township 115, Range 20, Dakota County, Minnesota.

Abstract:
That part of Lot 1, Block 1, Mount Olivet Second Addition, according to the recorded plat thereof, contained within the north 100.00 feet of the east 435.60 feet of the East half of the Southeast Quarter of the Northeast Quarter of Section 28, Township 115, Range 20, Dakota County, Minnesota;

and

Whereas, on March 5, 2025, a public hearing before the Apple Valley Planning Commission was held for the review of the conditional use permit request, and recommended approval of the conditional use permit on March 19, 2025, subject to certain conditions; and

Whereas, on April 10, 2025, the City Council of the City of Apple Valley, Dakota County, Minnesota, adopted Resolution No. 2025-55 approving the conditional use permit for a wireless communication monopole tower as shown in Exhibit A; and

DRAFT

Whereas, on August 28, 2025, the Apple Valley City Council approved an amendment to Resolution No. 2025-55 to revise and replace the property and legal description by Resolution No. 2025-126; and

Whereas, pursuant to Section 155.399(H) of the City Code of Ordinances, if the use as allowed by the conditional use permit is not completed or utilized within one year of the date of granting the permit, then the permit shall become null and void unless a petition for an extension of time in which to complete or utilize the use that has been granted by the City Council; and

Whereas, on March 9, 2026, Buell Consulting, Inc., on behalf of Cellco Partnership, and the property owner, Bethel Assemblies of God Church, requested the City to extend the approval of the conditional use permit, subject to the same conditions as adopted in Resolution No. 2025-55 and Resolution No. 2025-126 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 a conditional use permit for a wireless communications monopole tower is reauthorized for an additional one (1) year period, subject to compliance with the City Code and the following conditions:

1. The construction and operation of the wireless communications monopole tower shall be in conformance with the Site Plan (Sheet A-1) dated January 13, 2025, and the Enlarged Site Plan (Sheet A-2) dated January 13, 2025.

2. The antennas shall be flush-mounted to the monopole in accordance with the North Elevation Plan (Sheet T-1) dated January 13, 2025.

3. A building permit and electrical permit shall be obtained from the Building Inspections Department prior to any construction on the site.

4. Tower construction, maintenance, and operation shall comply with the communications tower requirements set forth in the City code, Section 155.385.

5. A qualified and licensed professional engineer shall submit certified construction plans which are in conformance with the following: the latest structural standards; acceptable engineering methods and practices and the National Electrical code.

6. The telecommunication service applicant shall provide verification of written final authorization/agreement with the landowner for the placement of the tower on the property prior to issuance of the building permit.

7. Subject to all conditions noted in the City Engineer's memo dated February 27, 2025, and revised on April 3, 2025.

DRAFT

8. Landscaping that provides year-round screening shall be installed adjacent to 143rd St W. A landscaping plan shall be submitted for review and approval prior to the issuance of a building permit.

9. The property owner shall maintain the existing trees surrounding the tower and equipment pad area that serve as screening. If these trees are determined to be insufficient in screening the tower area, additional screening measures may be required.

10. A tree preservation concept shall be submitted prior to the issuance of a Natural Resources Management Permit (NRMP).

11. A qualified and licensed professional engineer shall certify that the cell tower is designed in all aspects to accommodate both the operator's antenna and one additional user.

12. The base of the tower shall be enclosed with a fence at least six feet in height, constructed of a durable, maintenance-free material that effectively screens the mechanical equipment. The proposed fence material shall be submitted for review and approval before a building permit is issued.

13. The 12-foot-wide access driveway shall be paved with either concrete or bituminous material from and including the driveway apron abutting the public right of way to the security fence.

14. The tower's surface color shall be selected to blend with the surrounding area as effectively as possible and shall be reviewed and approved by the City's Planning Department prior to the issuance of a building permit.

15. The Conditional Use Permit may be revoked for cause if the terms of (1) through (14) preceding are not adhered to or met while the tower is in place.

Adopted March 26, 2026.

_____

Clint Hooppaw, Mayor

Attest:

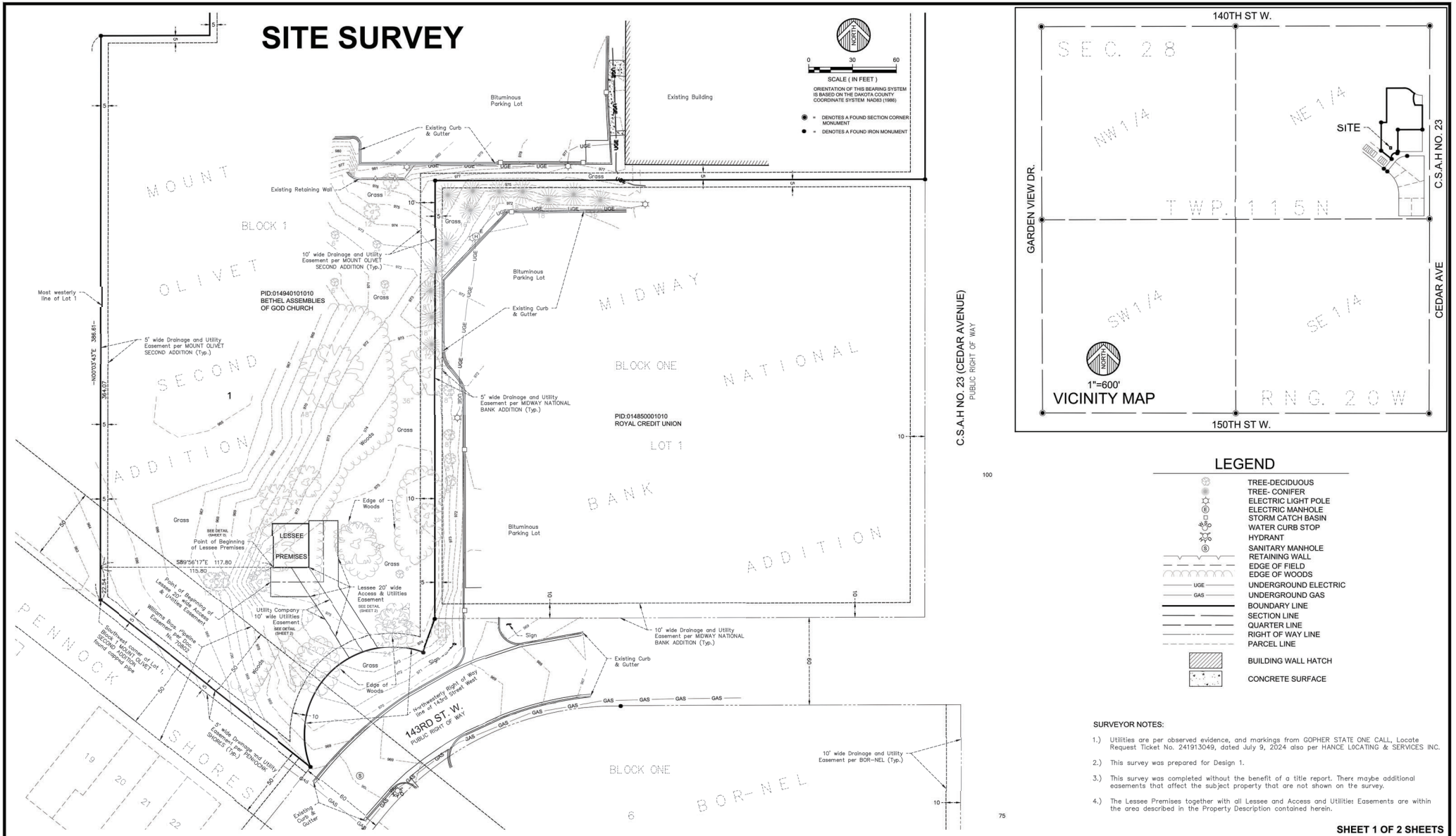
_____

Christina M. Scipioni, City Clerk

DRAFT

EXHIBIT A

SITE SURVEY



LEGEND

- TREE-DECIDUOUS
- TREE- CONIFER
- ELECTRIC LIGHT POLE
- ELECTRIC MANHOLE
- STORM CATCH BASIN
- WATER CURB STOP
- HYDRANT
- SANITARY MANHOLE
- RETAINING WALL
- EDGE OF FIELD
- EDGE OF WOODS
- UGE — UNDERGROUND ELECTRIC
- GAS — UNDERGROUND GAS
- BOUNDARY LINE
- SECTION LINE
- QUARTER LINE
- RIGHT OF WAY LINE
- PARCEL LINE
- BUILDING WALL HATCH
- CONCRETE SURFACE

SURVEYOR NOTES:

1.) Utilities are per observed evidence, and markings from GOPHER STATE ONE CALL, Locate Request Ticket No. 24191049, dated July 9, 2024 also per HANCE LOCATING & SERVICES INC.

2.) This survey was prepared for Design 1.

3.) This survey was completed without the benefit of a title report. There maybe additional easements that affect the subject property that are not shown on the survey.

4.) The Lessee Premises together with all Lessee and Access and Utilities Easements are within the area described in the Property Description contained herein.

SHEET 1 OF 2 SHEETS

DESIGN 1

SITE NAME:
MIN TOFFEE

Dakota County, MN

No.	Date	REVISIONS	By	CHK	APP'D

FIELD WORK: 7/17/24 | CHECKED BY: BTB | DRAWN BY: NTG

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: Bryan T. Balcome BRYAN T. BALCOME, L.S.

DATE: 11/15/24 LICENSE # 42594

FULL SCALE ON 22"x34"
HALF SCALE ON 11"x17"

2024-11176

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WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

BUELL CONSULTING, INC.
9973 Valley View Road
Eden Prairie, MN 55344
www.buellconsulting.com

SENT VIA EMAIL

March 9, 2026

Sydnee Stroeing - Planner
City of Apple Valley
7100 147th Street W
Apple Valley, MN 55124

RE: Verizon Wireless / Cell Tower Conditional Use Permit Extension / Site Name: Toffee

Dear Ms. Stroeing,

On behalf of Cellco Partnership d/b/a Verizon Wireless, I am writing to respectfully request a one-year extension of the Conditional Use Permit, approved per Resolution 2025-55, for the construction of a cell tower at Bethel Assemblies of God Church.

While we have already applied for the required building permit, this extension is being requested as a precautionary measure to address any potential unforeseen circumstances, such as weather delays, that could impact our ability to commence construction before the current permit expiration date of April 10, 2026.

Thank you for your consideration of this request and we will keep you informed as to the progress of construction.

Sincerely,

Blair Ransom
Site Development Agent *on behalf of Cellco Partnership d/b/a Verizon Wireless*
Cell: [redacted]
Email: [redacted]

ITEM: 4.K.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Adopt Resolution supporting an application to the Minnesota Department of Natural Resources Local Trail Connections Program for a trail connection at Roers Pond and Founders Lane	
Staff Contact:	**Department / Division:**
Samantha Berger, Natural Resources Coordinator	Public Works/Natural Resources

Action Requested:

Adopt Resolution supporting an application to the Minnesota Department of Natural Resources Local Trail Connections Program for a trail connection at Roers Pond and Founders Lane

Summary:

The City is preparing an application for the Minnesota Department of Natural Resources Local Trail Connections Program for a trail that connects Founders Lane with Garrett Ave. The trail is located behind the Risor Senior Apartments. The City is requesting approximately $200,000 from the MN DNR for this project.

The grant application is due by March 31, 2026, and grant awards will be announced in summer 2026. If awarded, the City will be required to provide a 25% match.

As part of City Project 2025-109, Central Village Street Improvements included an alternate bid to construct the Founders Lane Trailhead. The trailhead provides a gathering place for residents living in Central Village, including the Risor Senior Apartments that were completed in 2022. The proposed grant application will include the construction of a trail to connect the trailhead from Founders Lane traversing between a two-celled stormwater pond and making a connection to Garrett Ave.

The trail components will include solar lighting, enhancement of native vegetation, new trees, and benches for residents. This pond was identified in general comments in the City's Bicycle and Pedestrian Plan as a desired option. In addition, this project meets the Bicycle and Pedestrian Plan recommendation of promoting outdoor recreation through investment in supportive amenities and landscape elements.

Background:

On July 25, 2024, City Council adopted Resolution Number 2024-104, directing the preparation of plans and specifications for Project 2025-109, Central Village Street Improvements.

On March 13, 2025 City Council adopted Resolution 2025-39, approving plans and specifications and

directing receipt of sealed bids for Project 2025-109, Central Village Street Improvements.

On May 8, 2025 the City Council adopted Resolution Number 2025-70, awarding agreement for Project 2025-109, Central Village Street Improvements.

Budget Impact:

If awarded the grant, the required 25% local funding for this project will come from the City's stormwater utility fund.

Attachments:

1. Resolution
2. Project Site Map
3. Pedestrian Network Map

City of Apple Valley
Resolution No. 2026-

A Resolution approving supporting an application to the Minnesota Department of Natural Resources Local Trail Connections Program for a trail connection at Roers Pond and Founders Lane

Whereas the City of Apple Valley supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct .15 miles of paved trail; and

Whereas the City of Apple Valley recognizes that it has secured $50,000 in non-state cash matching funds for this project.

Now, therefore, be it resolved, by the City Council of the City of Apple Valley, Dakota County, Minnesota, that if the City of Apple Valley is awarded a grant by the Minnesota Department of Natural resources, the City of Apple Valley agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Apple Valley will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

Be it further resolved that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connection Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

Be it further resolved, the City Council of the City of Apple Valley names the fiscal agent for the City of Apple Valley for this project as:

Candi Lemarr
Finance Director
City of Apple Valley
7100 147th St W
Apple Valley, MN 55124
Candi.lemarr@applevalleymn.gov

Be it further resolved, the City of Apple Valley hereby assures the trail connection at Roers Pond and Founders Lane will be maintained for a period of no less than 20 years.

Adopted March 26, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

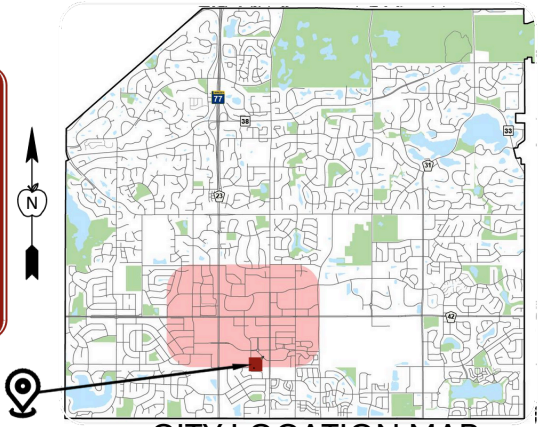
C:\Users\jodie.scheidt\Desktop\WVR-P45.dwg



Apple Valley

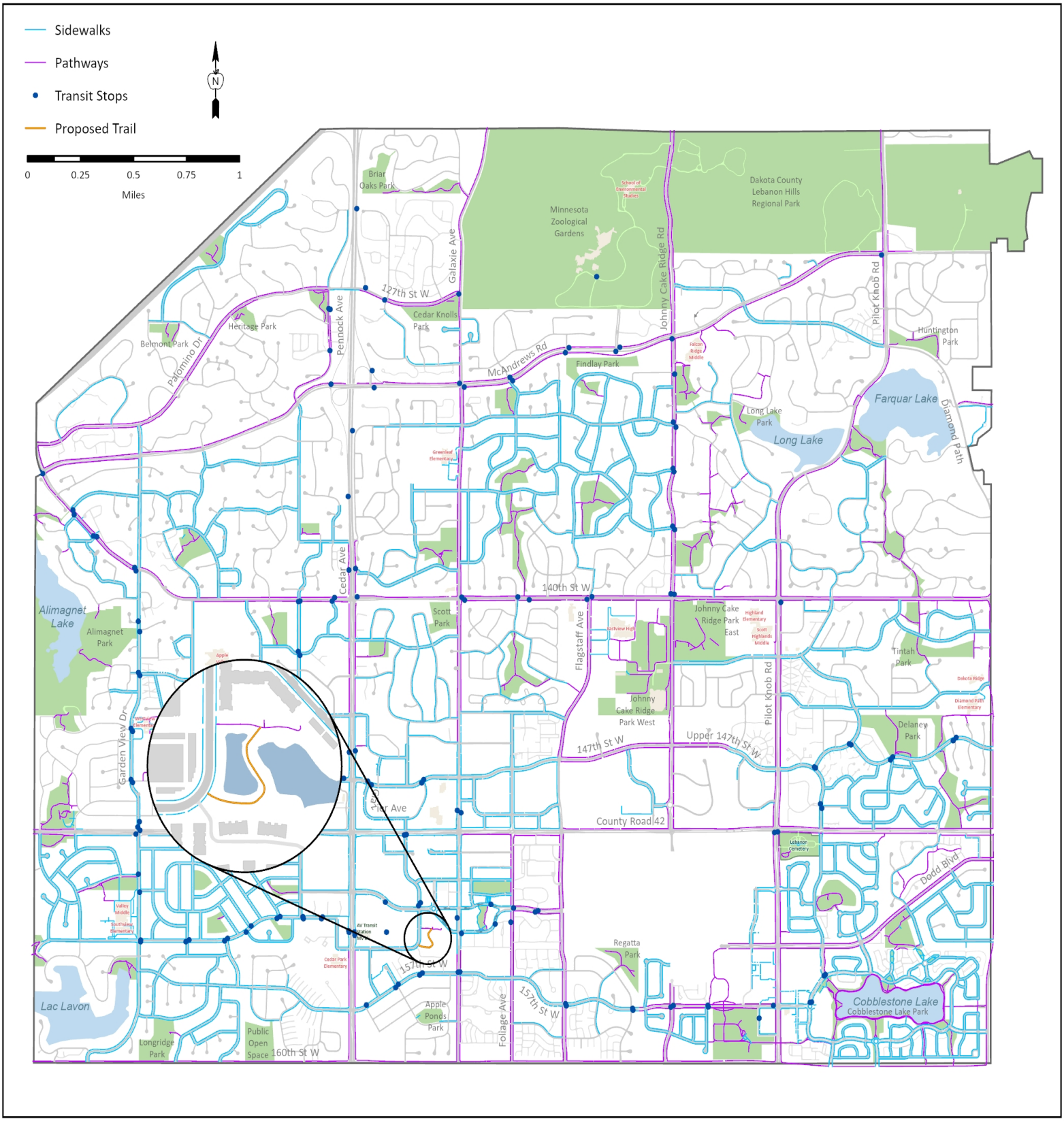
PROJECT SITE LEVEL MAP

ROER'S TRAIL



CITY LOCATION MAP

DATE: 01/13/2026



Apple Valley

APPLE VALLEY PEDESTRIAN NETWORK
PROPOSED ROERS TRAIL

ITEM: 4.L.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:
Convention and Visitors Bureau (CVB)

1. Extend agreement with the Apple Valley Chamber of Commerce to administer the CVB through December 31, 2027
2. Approve 2026 CVB budget

Staff Contact:	**Department / Division:**
Charles Grawe, Assistant City Administrator	Administration

Action Requested:

1. Extend agreement with the Apple Valley Chamber of Commerce to administer the CVB through December 31, 2027
2. Approve 2026 CVB budget

Summary:

The Chamber presented the budget highlights at the City Council's informal meeting of March 12, 2026.

Background:

There were minor adjustments to the agreement document language made in consultation with the City Administrator and Chamber President. The most notable change is reverting back to a two-year agreement and offsetting the date of the budget submission to the Council to October 31st.

The 2026 budget has expenses totaling $102,300 and includes a "Spring Back Local" campaign to encourage local shopping and dining. The annual management fee for the Chamber staff to conduct the work of the CVB is $30,000.

Budget Impact:

N/A

Attachments:

1. Agreement
2. Budget
3. Marketing Plan

CONVENTION AND VISITORS BUREAU AGREEMENT

THE CONVENTION AND VISITORS BUREAU AGREEMENT, (the "Agreement") is made by and between the City of Apple Valley, a Minnesota municipal corporation (the "City") and the Apple Valley Chamber of Commerce, a Minnesota non-profit corporation (the "Chamber") and jointly referred to as the "Parties".

WHEREAS, under the authority of Minn. Stat. §469.190, the City by ordinance imposed a local lodging tax to fund a local convention and visitors bureau for the purpose of marketing the City as a tourist center; and

WHEREAS, the Chamber has established and will maintain a convention and visitors bureau (the "CVB") for the purposes of marketing the City; and

WHEREAS, accepting the services of the CVB to promote the City as a tourist center is desirous and required in order to efficiently and effectively promote the City's tourism business; and

WHEREAS, the CVB is capable of handling all monies funded by the City for the purposes of marketing the City as a tourist center; and

WHEREAS, to provide for the marketing of the City as a tourist center, it is in the best interest of the City and the Chamber to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereto agree as follows:

1. **Convention and Visitors Bureau Created.** The Chamber agrees to maintain a Bureau, to be known as the Apple Valley Convention and Visitors Bureau, which Bureau shall be a division of the Chamber. The CVB shall consist of a maximum of seven (7) members. The CVB shall include two (2) members appointed by the Apple Valley City Council; the remaining members, all of whom shall live or work in the City of Apple Valley, shall be appointed by the Chamber.

2. **Services Rendered by Bureau.** The CVB shall develop and administer programs to advance the economic impact of tourism in the City through planning efforts to improve the tourism product/ service mix in Apple Valley and by attracting visitors, meetings, trade shows and other like events. The CVB shall develop and administer such programs in accordance with the CVB's annual marketing plan.

3. **Web Accessibility Compliance Guidelines (WCAG) 2.1 AA.** The CVB shall provide public facing digital deliverables, such as PDF files or other materials intended for the City to provide to the public through its website, in a format that meets Title II of the Americans with Disabilities Act (ADA) and Web Compliance Accessibility Guidelines (WCAG) 2.1 AA.

4. **Information/Charges.** All services provided pursuant to Paragraph 2 of this Agreement shall be without charge to any person or organization using such services except those charges necessary to cover out of pocket expenses and the cost of administration as the CVB deems necessary.

5. **Funding.** The City shall remit to the Chamber ninety-five percent (95%) of the City's gross proceeds from the lodging tax imposed under the City's ordinance, however, the total amount of the proceeds remitted to the Chamber shall not exceed $110,000.00. Such funds paid by the City shall be used by the CVB exclusively for the purpose of funding the CVB's services under this Agreement.

6. **Budget Approval.** The Chamber shall submit to the City an Annual Operating Budget (the "Budget") for the CVB for approval by the Apple Valley City Council on or before October 31 of each previous year. Such Budget shall detail with specificity the uses to which the funds shall be spent to provide the services required hereunder. No modification in such Budget shall be made in excess of ten percent (10%) without prior approval of the Apple Valley City Council. The CVB shall have no deficit financing. Funds may be carried into the next year however when appropriate.

7. **Verification of Expenditures.** The Chamber shall submit to the City, a copy of the CVB's quarterly checking (and any other banking) statements and an annual financial statement, verified by the President of the Chamber. The City shall have the right of access to the books and records of the CVB, at any time during normal business hours, to audit any item of revenue or expenditure. The Chamber shall provide for at least two signatures being needed to draw on the checking account and any other banking account holding the funds of the CVB.

8. **Indemnification.** The Chamber agrees to indemnify, defend and hold the City harmless for any claims, demands, actions or causes of action arising out of any act or omission on the part of the Chamber, its agents, servants or employees in the performance of or with the relation to any of the work or services performed or furnished by the Chamber or the CVB under this Agreement.

9. **Insurance.**

   A. **General Insurance Requirements.** The Chamber shall not commence any work or services under this Agreement until is has obtained all insurance required under this provision and shall have filed a Certificate of Insurance or certified copy of the insurance policy with the City. Each insurance policy required hereunder shall contain a clause providing that it shall not be canceled, reduced in coverage or lapsed by the insurance company without thirty (30) days' written notice to the City of its intent to cancel or effect a reduction of coverage or non renewal.

B. **Liability Insurance.** The Chamber shall procure and maintain during the term of this Agreement general personal injury liability and property damage insurance with a minimum coverage limit of $500,000.00 per occurrence which shall protect it, the CVB and the City from claims for damages for personal injury, including accidental deaths, which may arise from the work or services furnished under this Agreement, whether such work or services be by the Chamber or by anyone directly or indirectly employed by the Chamber. The Chamber shall procure and maintain during the term of this Agreement, liability and property damage insurance for the CVB's directors.

C. **Workers Compensation and Employer's Liability Insurance.** The Chamber shall secure and maintain during the term of this Agreement, Worker's Compensation and Employers' Liability Insurance as required by law for its employees engaged directly or indirectly in the work and services under this Agreement. The Chamber shall also maintain insurance required under any other employee benefit acts in force and required by law. The City shall be named as an additional insured.

10. **Alteration or Modification of Agreement.**

A. Any alteration, variation, modification or waiver of any provision of this Agreement shall be valid only after it has been reduced to writing and duly signed by both Parties.

B. This Agreement shall constitute the entire Agreement between the Parties and supercedes all prior oral or written negotiations relating to the subject matter hereof.

11. **Term of Agreement.** The Agreement shall be dissolved automatically on December 31, 2027 subject to reconfirmation by the City and the Chamber. Either party may withdraw from this agreement with at least 60 days notice subject to take effect on December 31st of said year during the duration of this agreement.

12. **Waiver of Breach.** The waiver by either party or any breach of this Agreement by the other party shall not operate or be construed as a waiver of any other breach.

13. **Assignment.** The Chamber shall not assign, transfer, encumber, hypothecate, or otherwise dispose of any of its right, title or interest in, or to, or under this Agreement without the prior written consent of the City, and any purported such assignment, transfer, encumbrance, hypothecation or disposition without such consent shall be prohibited and void.

14. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to be given when and if sent by certified mail, return receipt requested, postage prepaid, properly addressed as follows, or such other address as may hereafter be designated in writing by either of the Parties:

IF TO THE CITY: CITY OF APPLE VALLEY
7100 West 147th Street
Apple Valley, Minnesota 55124

IF TO THE CHAMBER: APPLE VALLEY CHAMBER OF COMMERCE
14800 Galaxie Avenue, Suite 101
Apple Valley, Minnesota 55124

15. **Severability.** The provisions of this Agreement are not intended to be severable, and the invalidity or unenforceability of any said provisions, or any portion thereof, shall not render the remaining provisions of this Agreement inapplicable or unenforceable.

16. **Law Governing.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota.

17. **Headings.** All headings preceding the paragraphs herein are for the purpose of identification only and may not be used for the purposes of construing any provisions contained herein.

18. **Singular-Plural.** Wherever necessary or proper herein, the singular imports the plural and vice versa, and masculine, feminine and neuter expression shall be interchangeable.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same original instrument.

Passed and duly adopted this 26th day of March, 2026 by the City Council of the City of Apple Valley.

CITY OF APPLE VALLEY

_____

By: Clint Hooppaw
Its: Mayor

_____

By: Christina M. Scipioni
Its: City Clerk

Passed and duly adopted this _____ day of _____, 2026 by the Board of Directors of the Apple Valley Chamber of Commerce.

APPLE VALLEY CHAMBER OF COMMERCE

_____

By:
Its: Chair

_____

By: Edward G. Kearney
Its: President

Apple Valley Convention & Visitors Bureau

Budget Overview: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL
Income	
Lodging Tax	105,000.00
Total Income	**$105,000.00**
GROSS PROFIT	**$105,000.00**
Expenses	
Advertising	
Ad Production	1,000.00
AV Freedom Days Sponsor	500.00
Greenspring Media - Metro Visitor Guide	5,800.00
Star Tribune - Multi-State Online, Social Media & TV Campaign	14,000.00
Total Advertising	**21,300.00**
Events & Welcome Ads	3,000.00
Management Fee	30,000.00
Marketing	
Drone / Virtual Tour Marketing	500.00
New Attractions, Restaurants Promotion	5,000.00
Search Engine Optimazation & AI	15,000.00
Spring Tourism Resurgence	7,500.00
Web Develop, Enhance, New Tech	20,000.00
Total Marketing	**48,000.00**
Total Expenses	**$102,300.00**
NET OPERATING INCOME	**$2,700.00**
NET INCOME	**$2,700.00**

Apple Valley Chamber & Convention & Visitors Bureau

2026 Marketing Plan
REVISED FOR "SPRING BACK LOCAL" CAMPAIGN

Preface: The Annual Marketing Plan document is intended as a guideline for tourism promotional efforts during each calendar year.

PAGES 1-3: OVERVIEW OF CHANGES FOR CITY REQUEST OF "SPRING BACK LOCAL" CAMPAIGN
Our state and city just went through a so-called federal metro surge. The City has asked us to make adjustments in order to promote this early Spring, our restaurants, shops and services by moving up many of our summer and fall tourism campaign items to impact faster.

SPRING BACK LOCAL: CHANGES TO THIS CVB 2026 BUDGET

—We clawed back $7,500 for the SPRING BACK LOCAL Campaign
—$5,000 was reallocated from the New Attractions/Restaurants expense
—We cancelled an Ad placement in MN Ultimate Travel Guide for $2,500 more
—We are speaking with metro surge businesses most affected
—Many federal agents are still prominent in Apple Valley according to our visits

NOTE: We still left $5,000 to promote "new" restaurants and attractions such as Skyline Social and Paddlehall as well as our Kelley Park late summer opening, revived Valleywood, MN Zoo events and improvements and all the parks and ballfields and potential tournaments once they are opened plus present Bogarts new concerts and so many things to do in Apple Valley. This is all in addition to our overall tourism plan in this document.

SPRING REVIVE PLAN

Since social media is so cost effective, we are creating a "Social Media Campaign" to run at approximately $1,500 per month to residents and surrounding cities for $7,500 total.

THEME

RESTAURANTS, SHOPS AND SERVICES NEED EVERYONE'S HELP MORE THAN EVER

—Shop local including most franchises are locally owned. Just ask.
—Dine local as these dollars protect jobs the most
—Local businesses employ your neighbors. Start tonight dining out.

SOCIAL MEDIA STRUCTURE

—$1,500 per month on INSTRAGRAM, FACEBOOK, SNAPCHAT
—Total AVCVB SPRING BACK LOCAL CAMPAIGN—$7,500

Spring Back Local Campaign

Supporting Restaurants, Retail & Local Services in Apple Valley

Purpose
The Spring Back Local initiative encourages residents from Apple Valley and nearby communities to return to local restaurants, shops, and service businesses. Local businesses experienced significant disruption and reduced customer activity. This campaign focuses on restoring confidence, increasing visits, and reminding residents that supporting local businesses protects jobs and strengthens the entire community economy.

Target Audience
Residents within a **10–15 mile radius** of Apple Valley including neighboring cities. Primary demographics include: • Adults ages 25–65
• Families and working professionals
• Residents who regularly dine out, shop locally, and use local services

Marketing Strategy
The campaign will use targeted digital advertising to reach residents across five nearby communities. Ads will run on platforms where residents spend the most time online including Facebook, Instagram, YouTube short-video placements, and Google Display ads. Messaging will focus on community pride, protecting local jobs, and encouraging residents to dine out, shop local, and support neighborhood businesses.

Campaign Budget	$7,500 total investment
Social Media Advertising	$6,000
Creative Graphics & Video	$1,000
Campaign Management & Optimization	$500

Campaign Duration	4 Months (Spring – Early Summer)
Estimated Impressions	700,000 – 1,100,000 views
Estimated Residents Reached	200,000 – 350,000 individuals
Estimated Frequency	3 – 5 views per resident

Tourism Multiplier Effect
Economic research shows that visitor spending circulates throughout the community. When visitors spend money at restaurants, shops, or local attractions, businesses pay employees, purchase supplies, and reinvest locally. Economists estimate tourism multipliers between **1.5 and 2.5**, meaning every dollar spent by visitors can generate up to $2.50 in total local economic activity.

Impact of Buying Local
Locally owned businesses keep a larger portion of revenue circulating in the community. Studies consistently show that locally owned businesses can return **60–70% of revenue** to the local economy compared with roughly **30–40%** from national chains. Supporting local restaurants, retailers, and services helps maintain jobs, strengthen the tax base, support entrepreneurship, and maintain vibrant commercial districts in Apple Valley.

Tourism & Community Economic Impact

Minnesota Zoo Regional Impact
The Minnesota Zoo is one of Minnesota's most significant tourism destinations and a major economic driver for Apple Valley. The zoo attracts approximately **1.3 – 1.5 million visitors annually**. These visitors travel from across Minnesota and neighboring states, bringing substantial economic activity to nearby restaurants, retail shops, hotels, gas stations, and service businesses.

Recent Improvements and New Attractions
Recent additions at the zoo include the **Treetop Trail**, the longest elevated pedestrian loop at any zoo in the world. This unique experience allows visitors to walk more than a mile through the forest canopy while viewing animals such as bison, camels, moose, and tigers from new vantage points. The attraction has significantly increased regional interest and visitor traffic to Apple Valley.

Community Economic Opportunity
The Spring Back Local campaign is designed to capture more of the spending associated with regional visitors and encourage residents to rediscover their local business districts. Even modest increases in restaurant visits or retail spending can have meaningful economic impact when multiplied across hundreds of thousands of visitors and residents.

Possible Social Media Messaging

- "COME BACK LOCAL, ALL JOBS ARE LOCAL"
- "LOCAL NEEDS YOU NOW"
- "GO LOCAL STAYS LOCAL"
- "COMMUNITY BEGINS AT RESTAURANTS"
- "SMALL BUSINESSES, BIG IMPACT"
- "AN EXTRA $20 PROTECTS 20+ JOBS"
- "YOUR NEXT MEAL IS FOR YOUR NEIGHBOR"

NEW FOR 2026: OVERVIEW

- **AI** (Artificial Intelligence): We were the first CVB 5 years ago in Minnesota to use AI on our website for 24/7 conversations that were automated and with live AI chats with visitors even at 2 a.m. It is all automated with text responses (with ... pause to make it appear a real person typing) within seconds to tourists' questions. We developed the code for this ourselves 5 years ago anticipating nearly every possible question. It is magic. We are about to invest in upgrading our AI now that AI is so prominent.

- **NEW VISITOR WEBSITE**—We have really enhanced the look of our website. You will see much of it going "back to the past" practice of having lots of words and content. That is due to AI (Artificial Intelligence) not actually being smart but rather gathers content from existing sources and it really helps our score with google and apple searches to have much more words and content they can quote from. It keeps us at the top of the pages appearing in searches. On VisitAppleValley.com you will notice also on the homepage, a beautiful circling 3D column of photos where visitors can click on any photo and go right to the appropriate section of our website making navigation very appealing and very high tech, fun and easier or they can go to the traditional navigation choices in the top menu.

- **NEW ATTRACTIONS**
  SKYLINE SOCIAL & GAMES—This amazing facility will be truly a destination entertainment center for families and all ages and we think will be the envy of surrounding cities. Well under construction now, we hope to heavily promote it once it is near completion with a solid opening date.

- **PICKLEHALL**—Tree and land clearing has begun and we expect to have it open next fall to really promote it in time for the colder weather and off-season tourism from cities near and far. These two places will truly be destination attractions, not just restaurants.

- **MINNESOTA ZOO NEW ENTRYWAY FOR ANIMALS OFF VISITORS CENTER**—Gone is the old monkey concrete eye sore and under construction right now replacing that ugly area where you first walked into the zoo, will be new attractions for Snowmonkees and next to it Japanese Macaques monkeys as well as a new Snowmonkees area at the entrance.

- **TREETOP TRAIL**—At Minnesota Zoo, this is still an NEW attraction and will be for years. John Frawley Minnesota Zoo Director told us they grew by nearly half million visitors just due to this new "bird's eye" view of the zoo animals and uniqueness.

- **MINNESOTA ZOO JACK-O-LANTERN SPECTACULAR**—This hugely successful annual event the last few years pull in huge crowds to Apple Valley. It is all by appointment and tickets so many visit our restaurants while waiting. We promote this event heavily up through Halloween and will continue to as long as they have it.

- **NEW RESTAURANTS**—Our Mayor has stated at the State of the City we have over 100 variations of restaurants, bars, coffee shops, caterers and even food trucks. We are sure we have more restaurant options than any city south of the river and most within a few blocks of our two hotels. With the restaurant options combined with the first BRT Transit every 15 minutes from within a block of either hotel, families have little need to rent a car when flying saving even more. They can go almost anywhere or use Uber or Cab in needed also for places not on the Twin Cities Transit lines such as Valleywood.

- **DRONE OF ALL RESTAURANTS**—We hired Ellickson Photography & Drone during the fall 2025 beautiful foliage to take drone footage of ALL restaurants in Apple Valley, 100+. We are integrating it with our Visitor website unique map and restaurant listings so that visitors can literally zoom in and see what each is really like in looks and sense of place.

- **MAJOR HOLIDAY CAMPAIGN TO SHOP, DINE & STAY IN APPLE VALLEY**—We last year hired the Star Tribune for a fall campaign and it was so successful we are repeating it. In these campaigns, we are not in the Star Tribune but rather using their database reach broken down by demographic mostly homeowners 25-55.

  We are this very week and month from Nov. 22nd-Dec. 22nd having a $13,000 campaign of both emails 3x to over 260,000 subscribers, within the south region for up to 20 miles, social media to 50,000 many times and GEOFENCING to 225,000 people.

- **SHOP LOCAL/SMALL BUSINESS SATURDAY**: As a result of the Mayor Hooppaw's encouragement, the last few years we have gone heavy in promoting Small Business Saturday and again next fall to keep momentum of our SHOP LOCAL campaign. We will encourage more Stay-cations and Shop Local and Shop Small for Big Impact. We go beyond Small Business Saturday and promote for 5 weeks with ads for Holidays.

- **MARCH/APRIL SOCIAL MEDIA CAMPAIGN**—March/April Social Media Campaign with Dakota County Tribune and Star Tribune with 157,000 impressions really draws people as Spring is springing. June-August we also have a wide Social Media to SE Minnesota

including Rochester, Eastern Iowa both Des Moines and Cedar Falls with a combined near 1-million impressions. We are their closest location in the Twin Cities.

- **NEW HOTEL OWNER & NEW GM's**—AmericInn has a new owner whom we speak with his manager but have difficulty meeting with him as he has expressed little interest. We however are promoting both hotels as much as we can. There is a new GM at GrandStay Hotel we are just getting to know as turnover has been many new GM's over the last 3 years. This person was already working there and was promoted so we are engaging with her and she is very appreciative of our tourism promotional efforts. They are planning to hire an events person full time which will finally make their Banquet and Meeting facilities widely available again which is so important to attracting groups.

- **VALLEYWOOD UPGRADES**—With all the new enhancements at Valleywood Golf Course owned by the City from the new irrigation enhancing both fairways and greens, new driving range, many new new Tee boxes, many new golf carts, and new crowds as golf courses in Eagan, Rosemount and Farmington have been closed for new housing. The city's voter approved golf course ensures Valleywood will only become more valuable but our promotion of banquets, weddings and luncheons is critical.

- **O**—From the enhanced Aquatic Center (both to aesthetics and infrastructure), the new Redwood total reconstruction with a unique adaptive playground for better access, both the City and County upgrades near Quarry Park, the new skateboard park next to the Aquatic Center as well as outdoor first class Goodwin Pickleball courts and of course the total reconstruction of Kelley Park. The CVB has been a sponsor for years with the summer concert series but the new play area and music amphitheater we will heavily promote for visitors from surrounding areas for dining and shopping while here. It will "really" be a destination more than ever before.

Chamber President Ed Kearney and Adam Bengtson—Together they have spent each Monday morning throughout the year developing code, marketing, national and regional ads, content for social media and website continual improvements. Adam was formerly President of Bloomington Chamber for 5 years and is the owner of Endorse Communications.

NEW THEME: "YOUR HOME AWAY FROM HOME"

With so many of our visitors and families being from smaller towns and cities, we try to play up

the fact we are "Your Home Away From Home" as it implies our very low crime rate, central location but walkable all around both hotels to the majority of our 100 stores, 100 restaurants and coffee shops and bars.

Apple Valley Mayor Hooppaw has encouraged more emphasis on buy local, eat local and visit local. Our tourism dollars actually originate throughout much of the Twin Cities and surrounding counties with more local visitors.

MOST NEEDED: SIGNAGE FOR 1.4 MILLION VISITORS ABOUT APPLE VALLEY: We do not have any state signage stating "Apple Valley" on 35, 35E or even Cedar which would encourage tourists to stay or stop in Apple Valley or even know there is the City of Apple Valley nearby. Our city is invisible on highways and we have brought it to the attention of Transportation of Charlie Zelle when he was MNDOT Commissioner, our various County Commissioners and last year to the Dakota County Transportation Director. We plan to appeal to current MNDOT Commissioner Nancy Daubenberger, as even the Minnesota Zoo is fairly invisible on Interstates 35, 35E, 35W & 52. We have asked for our near 60,000 population, hundreds of stores and restaurants to finally be recognized to those driving by as most cities large and small have state signage. Only the Minnesota Zoo has signage on 35E with zero on 35, 35E at 42 (though Grand Casino does) or even 35E & Cedar. Even small towns with a few thousand people get interstate signage.

WE RETOOLED

We have retreated mostly from print except for visitor guides and maps and focus mostly now on social media as well as website traffic. Now we have today:

- **AUTOMATED APPLE VALLEY EVENT PAGE**: Want to know "what's happening" in Apple Valley? We developed an automated tourism Event page on our visitapplevalley.com site in real time. It was created by us recoding Google so that any event any group in Apple Valley posts for events, we capture it. Every event be it at the zoo, church, school, association, festival, civic, music in restaurants, etc. all captured automatically in one place. It is amazing and complete.

- **INTERACTIVE MAP**: An interactive map where a visitor checks a box and hotels, restaurants, attractions, parks etc. just appear on the map. We developed this to replace a printed map and not to rely on google maps or Apple maps which tend to highlight our surrounding cities in their searches. Both hotels have told us they have little use for our walking around maps as they take up counter room and everyone uses their phones now for coffee, restaurants, shops so we have discontinued printing walking paper maps.

- **EASTVIEW & AVHS NEW HUGE GYMS FOR REGIONAL COMPETITIONS**—Eastview High School and to a lesser degree Apple Valley High School, larger regional events. Eastview just began construction on a new 4 court gym in addition to a community center which will really attract more sporting, band, academic and special events to Eastview. We have already had discussions with their Principal to expand greatly our Apple Valley Home & Garden Expo to double in size capacity much like Lakeville recently did with their multiple gyms.

- **FREE EVENT MICRO SITES**—Apple Valley often is host to major events such as Special Olympics a few years ago, various sports youth and high school sporting/dance/marching bands/music events. We will again build upon request and at no charge to the various event planners, a MICRO-SITE specifically for that event's specific needs with all of the needed links, welcome packages, options, calendar of events etc. Examples might be concerts, soccer, wrestling, golf, baseball, basketball, cheerleading, bowling, hockey, special Olympics, senior games, cycling, lacrosse, etc. and working closer with both high schools and the zoo's School of Environmental Studies. We met with Eastview's Principal to offer this feature and will meet with AVHS also in early 2026.

- **NEW DESTINATION ATTRACTIONS:** SKYLINE SOCIAL & GAMES out of Hermantown near Duluth is about to build a truly 'destination restaurant, games, volleyball, bowling, banquet hall etc. We see Skyline Social & Games as a truly unique attraction which will leverage visitors from Minnesota and beyond to choose and visit Apple Valley. It should also enhance visits to Minnesota Zoo, our goliath attraction. This 100,000 square foot complex will be the envy of many cities. We think it will enhance our efforts to collectively draw more visitors and diners to Apple Valley with over 80 choices.

- **DRONE RESTAURANTS & HOTELS**: Both Hotels in Apple Valley now have full Drone Footage we have taken by hiring Ellickson Photo, a local professional photographer and a leader on the Apple Valley Arts Foundation, as we try hard to stay (and shop) local. Each video tour is labeled in the sky with lines marking 80+ restaurants, shops, transit, coffee shops, medical and Post Office for visitors to see for themselves as viewed from above each hotel. All are WITHIN A BLOCK OF TRANSIT LEAVING EVERY 15 MINUTES. They save a great deal in not needing a car, cab or Uber for each member of the family. Another reason to stay in Apple Valley is fly in and transit will get you everywhere. No need to rent a car and the high expense.

- **Concerts In Kelley Park:** While we have always publicized these concerts which attract visitors from dozens of miles away, we will greatly enhance our social media reach this year with many "social boosts" which are relatively inexpensive. With the new staging

being under construction soon this summer of 2025, we think the timing to increase notoriety of these fabulous concerts in 2025 and 2026 is smart for our restaurants and shopping.

- **NEW Minnesota Zoo "TREETOP TRAIL"** which was passed pre-covid for funding in the legislature's $1.9 billion bonding bill. It opened in 2023 and has brought in nearly 300,000 more visitors annually according to John Frawley Zoo Director. It is the world's longest treetop trail at 1.25 miles (using the former monorail). It brings people even closer to animals and just over the animals' heads and habitat. We are seeking permission from John Frawley, Zoo Director, to this Summer use a drone over Minnesota Zoo, especially for their new worldclass.

- **RESTAURANT KEPT CURRENT**—Chamber President Ed Kearney plans to personally visit in 2025/2026 all Apple Valley restaurants (large and small, local and national including fast-food, various ethnic, novelty such as popcorn) and bars to see what they really need and how they are doing. Also with so many new restaurants in Apple Valley, many national chains do not know us nor focus locally, the timing is perfect. We will however give greater focus to locally owned restaurants and coffee shops and/or locally owned franchises that appeal uniquely as "local flavor" to the memories of tourists.

- **GREATLY EXPAND SOCIAL MEDIA**—Adam Bengtson has helped us keep our social media current EVERY WEEK and has brought us tens of thousands of subscribers and even more views. We posted 2 posts which brought in up to 120,000 views each. While this number of views isn't the norm, it shows the potential when content is newsworthy, of interest and targeted and enhanced. You will see a greater emphasis on Social Media in 2025, with our very limited print which is mostly the Twin Cities Visitor Guide and Explore Minnesota Magazine, Minnesota Monthly Special Editions distributed statewide by the Star Tribune and which goes to every MN home and is the main fulfillment piece for Explore MN State Tourism Office.

- **MINNESOTA MAPS:** We also will continue being the largest ad by far on the only map distributed by CTM in almost all hotels and tourism related restaurants in 650 locations. The maps are 2-sided and we have the largest ads on both sides really highlighting Apple Valley and much larger than any Mall of America or other ads of attractions.

- **PHONE MAPS CHANGING GATEWAYS:** We tested from down south of the Twin Cities our phones to see where they lead us. If we put in Minnesota Zoo, they usually guide us to 42 and 35E and also to highway 11 to take us to McAndrews. These in effect are new routes for visitors to the Minnesota Zoo. Better signage such as in front of Valley Foods directing visitors to turn left on McAndrews to Minnesota Zoo and on ideally 35 before

the split, 35E and 42 corner, coming south from Mall of America, hwy 52 which only state Rosemount and DCTC, not a whisper about 60,000 people in Apple Valley yet no trouble directing to Hastings a tiny city but County Seat. If you are coming through Rochester to the Twin Cities from all the Midwest states south, you will not find Apple Valley anywhere via signage.

MN ZOO SIGNAGE PROBLEMS: Chamber President Ed Kearney has for the second year after meeting with MN Zoo Director John Frawley, told him he has met with the County Transportation Director and two County Commissioners to enhance Zoo Signage. In particular, the County has removed a simple "ZOO" brown sign on Cedar southbound at McAndrews (Palomino Drive) join access exit. The Zoo wants that sign back as when busy people with kids in the car miss it, they must go to 140th and U-turn creating delay and danger. They currently have a zoo sign near the Apple Valley sign but people miss it as it isn't close to the actual exit.

Second, Ed is trying to get the County to allow MN Zoo to put a large 'MINNESOTA ZOO" LETTERING on the bike bridge over McAndrews outside the Zoo entrance. The County says they can't legally. Ed Kearney has taken photos throughout the Twin Cities as well as many states as he travels with attractions like the MN Zoo with signage on bridges. We do not understand why they will not consider it and the Zoo will pay fully for it.

SMALL BUSINESS SATURDAY (EVERYDAY) "SHOP LOCAL" PROMOTION AGAIN A SUCCESS
After Chamber President again with the encouragement from our new Mayor and our last visit to City Council, all are in support and excited at the **Shop Local new focus**. We immediately had professional ads created. We placed half-page ads in Dakota County Tribune running for 5 weeks with rotating ads until Dec. 16th (SunThisWeek) and bought 100,000 views (runs until we meet 100,000 online views) in Star Tribune online and app. We posted the ads in five cities. The online ads were beautiful with snowflakes in motion actually falling gently over the ad for a very noticeable effect. .

MINNEAPOLIS OFFICIAL VISITOR GUIDE—We have for over 20 years secured their main table of contents page for a full page ad opposite that. Over 1 million copies are distributed.

ULTIMATE TRAVEL GUIDE by MINNESOTA MONTHLY—For the 2nd year, we have a very desireable full ad in this subscription magazine targeting frequent travelers. They are also reached in both print magazines and email campaigns.

NEW "Virtual" TOURISM BROCHURE—Our print brochure was distributed in over 600 outlets in 3 states. The CVB Board agrees that few people pick up those brochures from racks anymore. We will no longer print a separate rack brochure except for having 2 ads in the Minnesota Map

distributed throughout 3 states. Instead we are making a "virtual brochure" to promote everywhere in ads and on any social media.

ANOTHER HOTEL RENOVATION & "ANOTHER" New GM

AmericInn just completed their exterior renovation and their interior for the second time in 5 years. Then they sold the hotel. We re-filmed via Drone, their exterior once their dumpsters were gone in November. Our drone footage also promotes Cowboy Jack's next door. Over a year ago, GrandStay Hotel completed their room renovations. Both hotels will be "new" once again. GrandStay has a fourth GM within the last three years.

SOCIAL MEDIA GETTING A BOOST FOR TOURISM: Every week in 2025, Adam Bengtson updated our social media. As of June 2025, we are no longer using him for social media on the tourism site as Fabiana in our Chamber office has always updated the Chamber site almost daily and will now make many more tourism related posts for the CVB. This both saves money and will be much enhanced due to Fabiana's mastery of social. It will take much more of her time but we think it will enhance the Visitors social a great deal and with younger content.

We plan to focus social media with monthly themes even more in 2026 than in 2025.

- Feb.: Valentine's Promotion
  Restaurants, Florists, Salons, Massages, Pedicures, Hardware tool gifts
- March: St. Patrick's Day Celebrations, Lent Friday Fish-Frys Promotion
- April: Blooming again
  Outdoor dining, Golf, MN Zoo walks, youth sports
- May: "You Deserve It", Patio dining especially with Skyline Social & Games and Picklehall's both giant patios, Mother's Day Abdullah Candies
- June: "Tell Someone You Love to Take a Hike" for your health to our parks
  Graduations, wedding options and unique venues, summer concerts, Zoo, bowling/volleyball, Valleywood golf passes, Aquatic Center, Frisbee golf.
- July: Freedom again (after Covid), Freedom Days, July 4th options, Parade, Fireworks.
- August: Back to School Shopping, Mn Zoo
- Sept/Oct/Nov: Seniors were targeted "The World Is Yours", no crowds, come out and last chance at golf, fall foliage hikes Lebanon Hills, Zoo walks daily

- Nov/Dec: Small Business Saturday and Shop Local all the time for 5 weeks

NEEDING EMPHASIS IN 2026

Abdallah Candies has a solid five years being headquartered in Apple Valley now yet surprisingly have never joined our Apple Valley Chamber. They have a popular gift shop but it isn't a big tourism attraction. We would like to encourage them to build in an attraction "viewing windows' to allow us to bring in bus groups, students, and visitors to view the process as well as sample. The gift shop alone draws some visitors but not groups overall such as sports visitors, students, motorcoach. Without a tour, the appeal is limited to just shopping. Everyone knows the Lucille Ball candy shop comedy routine and we want to bank on it.

Currently, we have included photos and text Minnesota Zoo and Abdallah Candies on the COVER of our Official Apple Valley ads, website and social media.

We are approaching them about assisting Abdallah:

—Assisting them in reaching the MN Zoo's 1.4 million visitors if they open viewing areas

—Creating better awareness to Sports/music Groups visiting our school tournaments

—Improving signage for both awareness as well as direction to this attraction

EXPLORE MINNESOTA FINALLY PUTS APPLE VALLEY HOTELS ONLINE PROMINENTLY
For over 12 years, we tried to search for Apple Valley hotels on Explore MN. They were unable to have hotels in Apple Valley appear first when you asked for Apple Valley specifically but instead sent people to Bloomington, Chanhassen, Shakopee, and Eagan first which angered our two hotels. We held back tens of thousands of dollars each year with the Explore MN until it was corrected.

With their recent new website changes putting Apple Valley easier to find, we will consider advertising on their site again in early fall 2026 if a deal becomes available. Now you will get Apple Valley hotels first. Before when someone searches for Apple Valley hotels, Bloomington and Eden Prairie came up first, THAT HAS FINALLY CHANGED.

AVCVB Board is thrilled with this new online proactive approach to tourism. They were thrilled at the new focus on less print and more website, social media and email campaigns. It is now all about cell phones, laptops and tablets, social media, direct targeted email and geofencing.

Recent Developments

- **MINNESOTA ZOO DIRECTOR WORKING CLOSER**—We are working closer with John Frawley, MN Zoo Director in order to make more of their 1.4 million visitors more aware of our hotels, restaurants, shopping, events and activities.

- **GRANDSTAY MANAGEMENT CHANGE**-- They have had three more management changes the last several years. They have not yet fully reopened banquets with a fulltime banquet manager or inhouse food options with a chef. GrandStay told us we will meet soon to see if they can bring food "in house" again. They again have changed GM's.

- **AMERICINN OWNERS**—The young owners of this longtime central Apple Valley hotel sold the hotel to new owners in late 2024. We are established with the desk manager but the new owners are rarely there very often and are less engaged.

OTHER PROMOTIONS

- **EVENT WELCOME ADS**—The CVB continues to donate welcome ads for many of the local sporting events at the High Schools, bowling tournaments, baseball, hockey, marching bands and park and recreation fields and facilities. We budget money for "Welcome to Apple Valley" ads in the event programs with visitor QR codes for restaurants and also Visitor website information. Hockey, bowling & soccer are the most popular events and we always put "Welcome to Apple Valley" ads in each.

- **HOTEL TRANSIT OPTION**—Our Red-line Transit BRT Line is a real asset to both hotels. Within one block of either hotel, visitors or just part of their family can take the transit to the outlets, Mall of America or to either Minneapolis or St. Paul downtown areas.

Continuing CVB Programs

- **EXPLORE MN CALENDARS:** We will again in 2026 have Apple Valley with a strong presence on the Calendar pages of the enhanced marketing in Explore Minnesota's Newspaper insert in the Star Tribune to millions of readers statewide (3 times per year) and distributed at Visitor Centers and in fulfillment mailings and also put in every Star Tribune delivered statewide at least 3x annually. We spend $15,000 on these 3 editions distributed statewide and western Wisconsin.

- **TRANSITION OF TOURISM STRATEGY TO PRIMARILY ONLINE**
  Hotels have told us they have had great success in the past with families and smaller sports/bands groups for Apple Valley schools. While we will still also focus on the family market, as it is a natural with us having Minnesota Zoo in Apple Valley as one of Minnesota's top attractions with 1.4 million annual visitors to Apple Valley, the Mall of America being so close and just minutes away is part of our strategy particularly with online "keywords on social media" as well as ads in maps.

Chamber/CVB Leadership

- Chamber President Ed Kearney in his 24th year as Chamber/CVB President, recently served two terms as the Chairman of the Metropolitan Coalition of Chambers of Commerce. Ed had been re-elected to a second 3-year term on the MINNESOTA CHAMBER'S STATEWIDE CHAMBER PRESIDENTS BOARD, a subdivision of Minnesota Chamber. The board focuses on leadership development of unifying ALL chamber presidents on issues, events, training, and working together. Ed's leadership brings great attention to Apple Valley as well as helps with future co-op opportunities with other CVB's and Chambers.

  Ed nine years ago was selected by the US Chamber of Commerce in Washington DC by their Board Chairman of their Chamber Presidents Institute Program at Loyola Marymount College in Los Angeles, California for summer, to be in head of their incoming junior class of Chamber Presidents in US and Europe. Only three other Chamber Presidents in the country were selected to help lead this non-profit certification program. Ed Kearney completed his own certification in this program 20 years ago at Colorado College for 2 years and Loyola Marymount College in Los Angeles for 2 years. This is a 4-year summer program where Chamber Presidents become certified by US Chamber as IOM or a degree of Institute of Organizational Management. This is a huge honor to be one of only four selected out of thousands of Chamber Presidents in the US.

  Chamber President Ed Kearney had spent nearly a decade representing Apple Valley on the critical Minnesota Zoo's Legislative Board. We have been part instrumental in helping secure $42 million for the Minnesota Zoo that paid for their Grizzly Coast and now the "Heart of the Zoo" $20 million project. More recently we had some involvement in the early planning of Treetop Trail replacing the former Monorail at the Capitol to help secure as best we could their bonding for asset preservation and the newly approved Treetop Trail.

Chamber President Ed Kearney also has top experience in having spent nearly a decade as Director of Tourism for Colorado Springs Convention & Visitors Bureau as well as a year as the Director of both the domestic and international tourism departments for Mall of America before accepting President of Apple Valley Chamber. Prior to that Ed worked for years at the airlines and was for seven years, the Director of a Travel & Tourism Associate Degree Program at a four-year private college in Colorado Springs where Ed oversaw 7 tourism teachers and also taught 10 subjects in both tourism for the Associate Tourism degrees of which Ed was Director as well as marketing, professional development and advertising for the 4 year BS degree students.

Chamber President Ed Kearney served on many boards ranging from Wings Legislative Board to the Superintendent's School Districts Facilities Safety & Expansion Advisory board. Ed also has served on the YMCA's, DCTC's Entrepreneur Board, two term Chairman of Metro Chamber Presidents Minnesota Chamber's Chamber Presidents Board (MCCE) and currently the statewide Chamber Presidents (MCCE) with the President of MN Chamber of Commerce.

- **ADAM BENGTSON**--We enjoyed great efficiencies and advice from our Social Media expert and Webmaster Adam Bengtson on who himself for five years was President of Bloomington Chamber of Commerce in addition to his several years with Dakota County Regional Chamber. Adam and Chamber President Ed Kearney are finding newer ways to reach a more targeted audience who make more immediate decisions faster online and with shorter notice. With Adam's expertise in development, new tourism and technological trends and social media, we are fortunate to have "the best of the best" working with us and at a manageble cost.

ITEM: 4.M.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Authorize the Police Chief to enter into a memorandum of understanding with property owners to proactively address trespassing and other ordinances	
Staff Contact:	**Department / Division:**
Greg Dahlstrom, Deputy Police Chief	Police

Action Requested:

Authorize the Police Chief to enter into a memorandum of understanding with property owners to proactively address trespassing and other ordinances

Summary:

The Police Department seeks to take a proactive approach in assisting property managers and owners in maintaining order and safety on their properties during times when authorized representatives may not be on site, such as outside normal business hours.

In coordination with the City Attorney's Office, the Department has developed a standard Memorandum of Understanding (MOU) that authorizes Department personnel to act on behalf of participating property owners to enforce applicable trespassing, soliciting, and camping ordinances. This agreement allows officers to address violations proactively without requiring the property owner or manager to first request police response.

The Police Department respectfully requests that the City Council authorize the Chief of Police to review and execute MOUs with property owners or management companies located within the City of Apple Valley.

Background:

The Police Department has a long history of strong partnerships with the local business community. As part of this effort, the Department assigns a crime prevention specialist and a police officer to focus on building and maintaining relationships with local businesses. This responsibility is currently managed by the Department's Community Impact Unit (CIU).

Through this work, the CIU has identified several properties within the downtown area that are more prone to public order violations such as trespassing, camping, and soliciting. In many cases, the Department's ability to address these issues is limited when an authorized property representative is not on site to grant permission for enforcement action.

The purpose of this tool is to provide a mechanism that allows officers, when authorized, to proactively address these types of issues. Doing so will help prevent crime and reduce conditions that may contribute to disorder or blight within the business district.

Budget Impact:

N/A

Attachments:

1. MOU Trespass Authorization universal agreement

Memorandum of Understanding
with Apple Valley Police Department
for Authorization for Trespass Enforcement

This Memorandum of Understanding is entered into between the Business listed below (Business) and the City of Apple Valley Police Department (AVPD) this ____ day of _____, _____.

Business / Property Information

Business Name:	
Property Address(es):	
Property Type:	☐ Retail ☐ Commercial ☐ Other:

Property Owner / Authorized Representative

Name: _____
Title/Position: _____
Phone: _____ Email: _____

I am the lawful owner, lessee, or authorized agent of the above property and hereby grant AVPD permission to act on my behalf in enforcing Minnesota trespass laws (Minn. Stat. § 609.605) and applicable city ordinances on the property listed above.

1. Purpose.

1.1 Pursuant to maintaining and improving safety and security in and around local private businesses, Business and the AVPD wish to outline a collaborative effort between the two.

1.2 Both parties wish to enhance the relationship regarding cooperative enforcement of Apple Valley City Ordinances pertain to trespassing.

2. Term and Termination.

2.1 This MOU will be official when all appropriate signatures have been obtained by both parties. This MOU may be terminated by either party providing written notice 90 days in advance to a specified date of termination.

3. Officers of the AVPD are Authorized to:

3.1 Enter the Business property as necessary to investigate soliciting or trespassing complaints;

3.2 Warn, remove, or cite individuals who are found on the premises without a lawful purpose or who refuse to leave.
3.3 Enforce posted 'No Trespassing,' 'No Loitering,' or 'Private Property' notices consistent with Apple Valley City Ordinance and Minnesota law.
3.4 This authorization applies during or after business hours and at any time individuals are:
- On the Business property without conducting lawful business;
- Engaging in camping or solicitation activities; or otherwise violating local ordinances or state law.

4. Responsibilities of the Business:

4.1 Post visible signage stating: “Private Property — No Trespassing or Soliciting.”

5. Responsibilities of the Parties.

5.1 Each party shall be solely responsible for its own cost, acts, or omissions related to or arising under this MOU.
5.2 No party is authorized or empowered to act as agency for any other party for any purpose and shall not on behalf of the other enter into any contract, warranty, or representations as to any matter. No party shall be bound by the act or conduct of another.

Effective Dates

Effective From: _____ Expires On: _____

Signatures

Business

_____ Dated: _____
By:
Its: Owner/Authorized Representative

City of Apple Valley Police Department

_____ Dated: _____
By: Nick Francis
Its: Police Chief

Key Legal References:
- Minnesota Statute § 609.605 – Trespass
- Apple Valley City Code § 130.02 (Disorderly Conduct) & § 130.04 (Trespass)

ITEM: 4.N.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve memorandum of understanding with the United States Postal Inspection Service	
Staff Contact:	**Department / Division:**
Greg Dahlstrom, Deputy Police Chief	Police

Action Requested:

Approve memorandum of understanding with the United States Postal Inspection Service

Summary:

Due to the prevalence of serious crimes committed using the US mail system as a conduit, the United States Postal Inspection Service (USPIS) has sought to increase partnerships with local police departments through the Twin Cities Financial Crimes Task Force. Participation in this program authorizes our assigned detective to work with federal and state law enforcement partners to investigate crimes tied to the US postal system. The assigned detective will be the primary investigator of postal-related crimes in Apple Valley and assist the task force with major crimes the team investigates that originate in the State of Minnesota. Postal related cases often cross state lines, in which partnerships such as this assist with travel and investigative costs.

The Apple Valley Police Department will determine the time commitment to the Twin Cities FC Task Force based on our staffing and resource needs. The assigned detective will work with the task force on a part-time basis and may increase time spent working with the task force as case load and availability dictates.

Background:

The Apple Valley Police Department has a long-standing history of leveraging partnerships with other agencies to increase our public safety capabilities. With a large post office operating in our community along with numerous financial institutions who have suffered financial crimes, the partnership with USPIS amplifies our ability to serve our community with increased investigatory and prosecutorial resources that only partnership with a federal law enforcement agency can provide. The department has assigned a detective as a postal TFO since July 2024 and the new MOU supersedes the previous agreement and enables the partnership to continue into the future.

Budget Impact:

As part of this MOU, the USPIS will provide a vehicle stipend, overtime reimbursement, and cover any case-related travel expenses which may periodically take the assigned investigator out of state.

Attachments:

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

between

U.S. Postal Inspection Service

and

Apple Valley Police Department

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are the U.S. Postal Inspection Service (USPIS) and Apple Valley Police Department (Participating Agency).

2. **AUTHORITY.** Title 18, United States Code (U.S.C.), Section 3061; 39 U.S.C. § 401, 404, and 411.

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to USPIS jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of USPIS designations by certain employees of the Participating Agency.

   Law enforcement officers designated by the Chief Postal Inspector as other agents of the United States Postal Service (USPS) with the authority to investigate criminal matters related to the USPS and the mails pursuant to 18 U.S.C. § 3061 may exercise the same powers as a Postal Inspector as set forth in 39 C.F.R. § 233.1 and USPS Administrative Support Manual (ASM) § 2. The Chief Postal Inspector may place limits on the exercise of these powers.

   There may be instances when USPIS determines that it is desirable for certain sworn law enforcement employees of the Participating Agency to perform certain USPIS duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

   The Parties agree as follows:

   USPIS agrees to:

   a. Designate certain employees of the Participating Agency as Postal Inspector Task Force Officers (TFOs), to perform the duties as noted on the IS Form 506, *Task Force Officer - Designation*. A blank copy of IS Form 506, *Task Force Officer - Designation,* is attached hereto as Attachment A and incorporated herein by reference.

b. Issue an IS Form 506, *Task Force Officer - Designation*, to each designated TFO.

c. Provide appropriate training in laws, policies, and procedures to each designated TFO including, but not limited to, the USPIS Task Force Officer Cross-Designation Training Course.

d. Reimburse the Participating Agency for overtime salary expenses directly related to each designated TFO's work on USPIS investigations as outlined in the IS Form 507, *Task Force Officer - Cost Reimbursement Agreement*, which is attached hereto as Attachment B and hereby made part of this MOU.

e. Provide a stipend to the Participating Agency for the sole use of providing an acceptable vehicle for the TFO to use in furtherance of their obligations to the USPIS as outlined in the IS Form 508, *Task Force Officer - Vehicle Use Agreement*, which is attached hereto as Attachment C and hereby made part of this MOU. In the event a TFO is on extended leave or subject to sections 4(r) below, the stipend will be prorated to exclude those days.

f. Provide TFOs access badges, necessary keys, a cellphone, computer, and access to office space and equipment as required.

g. Provide TFOs with USPIS TFO credentials and badge. TFOs are required to identify themselves with the title, badge, and credentials issued by their employing agency. TFOs are prohibited from identifying themselves as Postal Inspectors or as employees of the USPIS. TFOs may display their authorizing documentation or TFO credentials and badge as necessary.

h. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the TFOs while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

<u>The Participating Agency agrees</u>:

i. That only sworn law enforcement officers of the Participating Agency who successfully complete the appropriate USPIS Task Force Officer Cross-Designation Training Course and receive an approved IS Form 506, *Task Force Officer – Designation,* will be designated as TFOs.

j. To advise USPIS of each court proceeding in which the validity of a TFO's enforcement authority becomes an issue and allow USPIS to provide legal memoranda or other assistance as deemed necessary by USPIS.

k. That Participating Agency employees designated as TFOs will follow USPIS directives, instructions, and policies when exercising enforcement authority conveyed by USPIS. Relevant sections of the Inspection Service Manual will be made available upon request.

l. To provide to USPIS, before designation of each TFO and on an ongoing basis, any derogatory information, or information that may call into question the TFO's truthfulness or ability to testify in court to include any corrective action

issued to the TFO by the Participating Agency.

m. To be responsible for the pay and benefits of their employees, subject to section 4(d) above.

n. To return all USPIS-issued equipment and identification when a TFO's designation is terminated.

o. To furnish a vehicle for use by the TFO. Said vehicle use shall allow the TFO immediate access to such vehicle to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, and to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

p. To provide the TFO for witness preparation and testimony even if the officer is no longer subject to IS Form 506, *Task Force Officer - Designation*.

q. That TFOs issued body-worn cameras (BWCs) by the Participating Agency are required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

   TFOs who are not issued BWCs by the Participating Agency, will be issued BWCs by the USPIS and will be required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

r. That TFO designations require immediate revocation if the TFO is charged with a criminal offense, to include, but not limited to, fraud, domestic violence, abuse of law enforcement authority, misuse of a firearm, or theft. Revocations may not be appealed.

s. That TFOs may carry and deploy any weapons and equipment authorized by the Participating Agency while engaged in task force operations, with the following restrictions and exceptions:

   1. Deployment of semi-automatic rifles on USPIS operations are required to be approved by the supervising Team Leader, in accordance with USPIS policy.

   2. Deployment of specialized tactical equipment and weapons is prohibited, e.g., flash bang devices, sniper rifles. This restriction does not apply if the TFO is supporting a task force operation by participating as a member of a separate entry or tactical team.

t. That TFOs are required to adhere to USPIS application of force policy.

u. That TFOs will complete all required compliance training detailed in USPIS policy.

v. That TFO designations require favorable adjudication at the Background Investigation – High Risk (BI) level. TFOs must maintain the BI level

throughout their designation as TFOs.

w. That the Participating Agency will submit an IS Form 505, *Task Force Officer – Certificate of Good Standing,* for each of its TFOs on an annual basis. A copy is attached hereto as Attachment D and hereby made part of this MOU.

Both Parties agree:

x. That TFO designations may be revoked or discontinued at any time, without cause, by the Chief Postal Inspector or designee or Inspector in Charge of the sponsoring USPIS field division. Revocations and discontinuances may not be appealed.

y. That any abuse of USPIS cross-designation authority by a TFO may lead to the immediate revocation of such cross-designation and the relevant IS Form 506, *Task Force Officer - Designation*.

z. To schedule periodic meetings to review this MOU, as required.

aa. That forfeiture actions arising from investigations under this MOU will be processed by the USPIS. All seizures subject to this MOU will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines.

bb. That evidence collected in USPIS investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless otherwise approved by the USPIS.

cc. That the TFO will cooperate in all aspects and phases of the litigation of cases the TFO participated in under this MOU.

dd. That the Participating Agency shall provide the USPIS 30 days advance notice of their intent to cease the TFO activities of an individual subject to an IS Form 506, *Task Force Officer - Designation*, whenever possible.

ee. To the following information sharing principles:

1. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

2. Sensitive information from both parties shall be protected from disclosure to authorized persons or groups.

3. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

4. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

5. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

5. REPORTING AND DOCUMENTATION. USPIS will maintain the original signed IS Form 506, *Task Force Officer - Designation*, and the IS Form 509, *Task Force Officer – Policy Acknowledgement*. Copies of this form will be held by the Cyber and Investigative Technology Group, Task Force Officer Program, at USPIS National Headquarters, the designated TFO, and the Participating Agency.

6. POINTS OF CONTACT:

USPIS Division: DENVER

Name: John Livingston

Title: Team Leader

Address: 7360 Bush Lake Rd, Suite #100
Minneapolis, MN 55439

Telephone: 612-884-7879

E-mail Address: jalivingston@uspis.gov

Participating Agency: Apple Valley Police Department

Name: Adam Tschida

Title: Police Lieutenant

Address: 7100 147th St W
Apple Valley, MN 55124

Telephone: 952-953-2879

E-mail Address: atschida@applevalleymn.gov

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

   Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

   The forms and authorities referenced herein may be renamed or replaced by USPIS without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each TFO is effective on the date the last Party signs the form.

9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

U.S. Postal Inspection Service	Apple Valley Police Department
	Agency Name
Bryan Musgrove	Nick Francis
USPIS Approving Official Name	Agency Approving Official Name
Denver Division Inspector in Charge	Chief of Police
USPIS Approving Official Title	Agency Approving Official Title
USPIS Approving Official Signature	Agency Approving Official Signature
Date	Date

Approved as to Form and Content by:

Inspector-Attorney
Office of Counsel

ITEM: 4.O.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve grant agreement with the State of Minnesota for participation in the Intensive Comprehensive Peace Officer Education and Training program	
Staff Contact:	**Department / Division:**
Nick Francis, Police Chief	Police

Action Requested:

Approve grant agreement with the State of Minnesota for participation in the Intensive Comprehensive Peace Officer Education and Training program

Summary:

The Apple Valley Police Department has been awarded a $50,000 grant from the Minnesota Department of Public Safety to participate in the Intensive Comprehensive Peace Officer Education and Training (ICPOET) program. This program supports law enforcement agencies in recruiting and developing non-traditional peace officer candidates by covering wages, benefits, and educational expenses up to $50,000 per participant.

Upon acceptance of the grant, the Police Department will begin recruiting for a qualified candidate. The selected individual will attend an upcoming ICPOET training session to complete the necessary education and licensing requirements to become a peace officer.

Background:

The Intensive Comprehensive Peace Officer Education and Training (ICPOET) program provides grant funding to assist Minnesota law enforcement agencies with hiring. The Minnesota Legislature created the program to help agencies experiencing staffing shortfalls due to officers retiring and fewer people choosing to enter the profession.

This was one-time funding and no further ICPOET RFPs will be released; 2026 grants will be operational through June 30, 2027.

Fifty-two law enforcement agencies across the state received funding for the ICPOET program. The agencies have sponsored nearly 100 candidates with two- and four-year degrees who wanted to make a career transition into law enforcement.

Budget Impact:

The funds should cover close to 100% of the salary and training costs for a candidate. Additional costs would come from the existing personnel budget.

Attachments:

1. Grant Agreement
2. Award Letter

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	**Grant Program:** Intensive Comprehensive Peace Officer Education and Training 2026 **Grant Contract Agreement No.:** A-ICPOE-2026-APPVALPD-029
Grantee: City of Apple Valley, Police Department 7100 W 147th Street Apple Valley, Minnesota 55124	**Grant Contract Agreement Term:** **Effective Date:** 03/01/2026 **Expiration Date:** 06/30/2027
Grantee's Authorized Representative: Sean Zauhar, Lieutenant City of Apple Valley, Police Department 7100 W 147th Street Apple Valley, Minnesota 55124 (952) 200-8549 sean.zauhar@applevalleymn.gov	**Grant Contract Agreement Amount:** Original Agreement $50,000.00 Matching Requirement $0.00
State's Authorized Representative: Kristin Lail, Grants Specialist Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 230-3358 Kristin.lail@state.mn.us	**Federal Funding:** CFDA/ALN: None **FAIN:** N/A **State Funding**: Minnesota Session Laws of 2025, Chapter 35, Article 2, Section 3, Subdivision 7. **Special Conditions:** None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Intensive Comprehensive Peace Officer Education and Training 2026 Application ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Intensive Comprehensive Peace Officer Education and Training 2026 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ICPOE-2026-APPVALPD-029 / 3-110570

Project No.(*indicate N/A if not applicable*): __N/A_____

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.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Apple Valley Police Department **A-ICPOE-2026-APPVALPD-029**

Budget Summary

ICPOE: AVPD Cadet Program				
Budget Category	**Award**			
Personnel				
Cadet Salary	$20,000.00			
Total	$20,000.00			
Payroll Taxes and Fringe				
Cadet Benefits and Taxes	$8,000.00			
Total	$8,000.00			
Program Expenses				
Tuition and Training	$22,000.00			
Total	$22,000.00			
Total	$50,000.00			

Office of Justice Programs

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515
Phone: 651.201.7300 • Fax: 651.296.5787 • TTY: 651.205.4827 • Toll Free 1.888.622.8799
www.ojp.dps.mn.gov

February 6, 2026

Alcohol and Gambling Enforcement

Bureau of Criminal Apprehension

Driver and Vehicle Services

Emergency Communication Networks

Homeland Security and Emergency Management

Minnesota State Patrol

Office of Communications

Office of Justice Programs

Office of Pipeline Safety

Office of Traffic Safety

State Fire Marshal

Lieutenant Sean Zauhar
7100 147th St W
Apple Valley, MN 55124

RE: Intensive Comprehensive Peace Officer Education & Training (ICPOET) AWARD

Dear Lieutenant Zauhar,

I am pleased to inform you that there were funds returend from previous ICPOET grants to award a few more grants in the final round. Your proposal A-ICPOE-2026-APPVALPD-029 was selected for a $50,000 award for one cadet. Project dates will be 3/1/26 - 6/30/2027,

You will be contacted by your grant manager grant manager Kristin Lail at Kristin.Lail@state.mn.us about the next steps in the contracting process. Also look for an automated e-mail from the e-grants system.

Congratulations on being selected for funding. We look forward to working with you to ensure success on your initiative.

Sincerely,

Rachel Peterson,
Grant Unit Director
Minnesota Office of Justice Programs

ITEM: 4.P.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Adopt Resolution approving plans and specifications for Project 2026-141, Neighborhood Parks Improvements, Phase 2, and authorizing advertisement for receipt of bids April 21, 2026, at 2:00 p.m. (2023 Parks Bond Referendum)	
Staff Contact:	**Department / Division:**
Eric Carlson, Parks and Recreation Director	Parks and Recreation

Action Requested:

Adopt Resolution approving plans and specifications for Project 2026-141, Neighborhood Parks Improvements, Phase 2, and authorizing advertisement for receipt of bids April 21, 2026, at 2:00 p.m. (2023 Parks Bond Referendum)

Summary:

The City Council approved the Parks Amenity Plan on December 26, 2024. The Parks Amenity Plan will guide improvements in almost every park in Apple Valley over the next several years. This Plan is the result of feedback gathered from over 50 community engagement meetings and over 700 comments on Social Pinpoint. In Fall 2025, we provided residents with the opportunity to provide feedback via an online survey, allowing them to pick from different designs and color selections for the playgrounds that will be replaced in 2026 (playground equipment for Belmont and Delaney were selected via public survey in April 2025).

Park	Playground Selection	Tennis Court	Basketball Court	Trails	Ballfield
Belmont	Gametime (natural colors)	X		X	X
Delaney	Burke (neon colors)	X	X	X	X
Moeller	Landscape Structures/Flagship (neon colors)		X	X	X

The tentative schedule for improvements at the above-listed parks is as follows:

March 26	Council authorizes posting of bids
April 21	Bids due and opened at 2:00 p.m.
May 14	Council awards contracts
June–September	Construction

The plans and specifications include site work, grading, court replacement, trail work, and

restoration. The playground equipment purchase and installation will be coordinated directly with the manufacturer. The purchase orders for Belmont and Delaney playground equipment and installation were approved by the Council in Sept. 2025, and the purchase order for Moeller is also on this meeting's agenda. The City hired HKGi to prepare the plans and specifications and administer the bid process on our behalf.

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 athletic 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.

Attachments:

1. Resolution
2. Ad for Bids
3. Site Maps

City of Apple Valley
Resolution No. 2026-

A Resolution approving plans and specifications and directing receipt of sealed bids for Project 2026-141, Neighborhood Parks Improvements, Phase 2

Whereas, the Apple Valley City Council has reviewed plans and specifications for Project 2026-141, Neighborhood Parks Improvements, Phase 2; and

Whereas, the City Council believes that the interest of the City would be best served by receiving sealed proposals based on said specifications.

Now, therefore, be it resolved, by the City Council of the City of Apple Valley, Dakota County, Minnesota, as follows:

1. Such plans and specifications for Project 2026-141, Neighborhood Parks Improvements, Phase 2, a copy of which is on file in the Parks & Recreation administration office and made a part hereof, are hereby approved.

2. Hoisington Koegler Group, Inc., is hereby authorized to receive sealed bids on behalf of the City of Apple Valley for Project 2026-141, Neighborhood Parks Improvements, Phase 2, on April 21 at 2 p.m. CST electronically via Quest Construction Data Network.

3. The City Clerk is authorized and directed to cause advertisement for said bids to be posted on the City's website and on the online Quest Construction Data Network, not less than ten (10) days prior to the opening of bids.

Adopted March 26, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Bids will be received electronically online only by the City of Apple Valley, Minnesota, through Quest CDN, until 2:00 PM Local Time, April 21st, 2026, at which time they will be reviewed for the furnishing of all labor, materials, and all else necessary for the following:

City Project 2026-141, Neighborhood Parks Improvements, Phase 2

Site prep including mobilization, tree protection, silt fence, bio logs, and inlet protection.
Removal of existing bituminous trails, bituminous courts, concrete sidewalks & curbs.
Removal and replacement of chain link backstop and chain link field fencing.
Earthworks and excavation related to trails, playground containers, courts, and baseball dugouts/backstops.
Culverts related to stormwater
Bituminous pavement - trails.
Bituminous court pavement with color coating and striping.
Concrete flatwork and curbing related to backstops, playgrounds, and sidewalks.
Players benches, basketball hoop systems, and tennis and pickleball netting systems.
ADA ped ramps - includes concrete, truncated domes, and bituminous patching
Seeding & restoration.
Coordination with playground vendors for installation timing and container layouts.

Digital copies of the Contract Documents can be viewed at www.questcdn.com. The Quest CDN project number is ***10118352***. You can view the contract documents for free, and download the Contract documents for $22 by searching for the project on Quest CDN website's Project Search page. Contact QuestCDN.com at (952) 233-1632 for assistance.

Bid Bonds in the amount of five percent (5%) of the amount of the Bid shall be submitted with bid.

A bid bonds must be payable to the City of Apple Valley in the amount of five percent (5%) of the amount of bid, to be forfeited as liquidated damages in the event that the bid is accepted and the bidder shall fail to promptly enter into a written contract and furnish the required bond.

Direct inquiries to HKGi Jordan Hedlund at jordan@hkgi.com or (763)-486-3635. **No bidder questions will be addressed after 12:00PM Local Time on April 16th, 2026.**

The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 60 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 30 days after the date and time set for the Opening of Bids.

The successful bidder must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime

contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

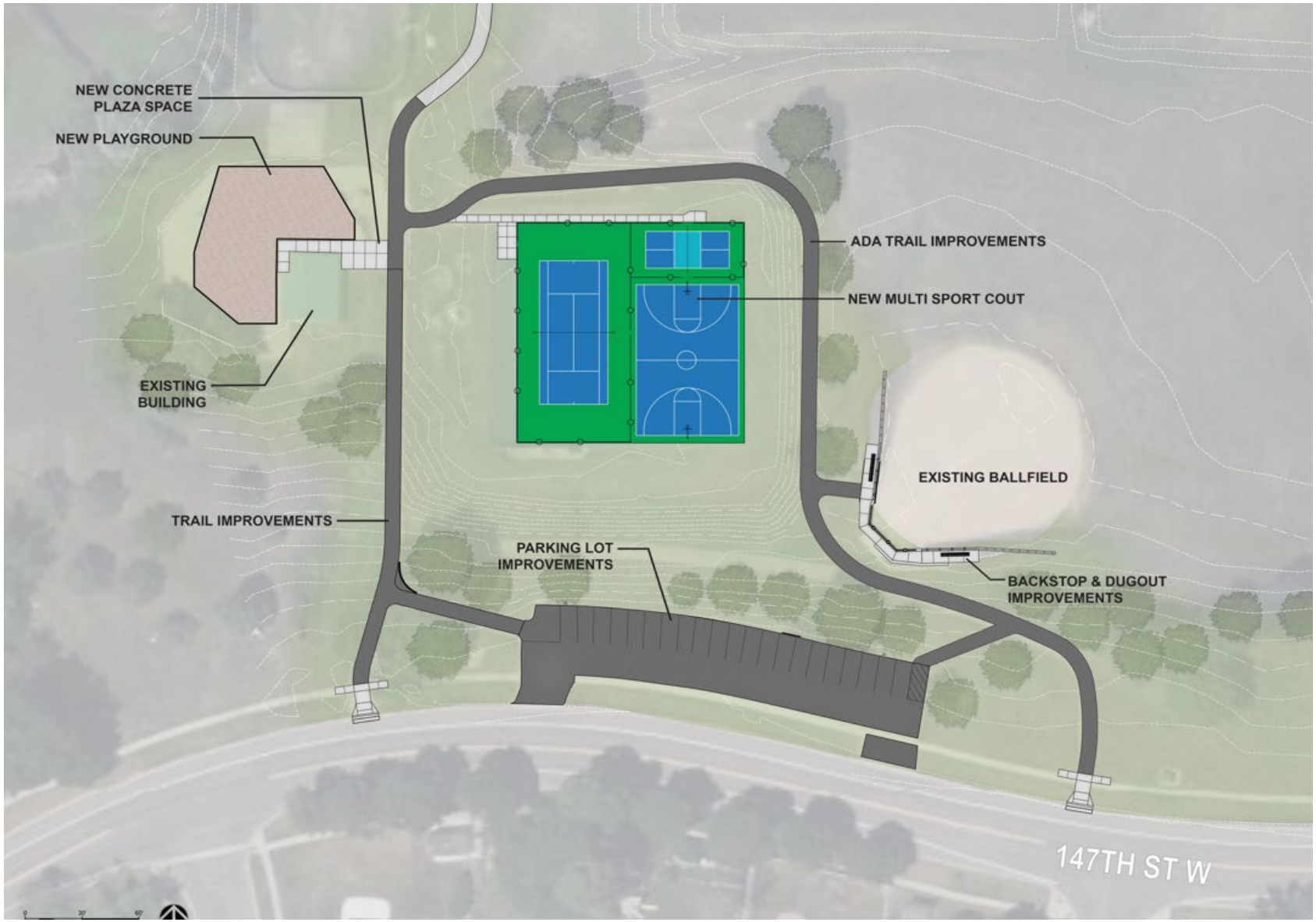
The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein, and further reserves the right to award the Contract to the best interests of the Owner.

Christina M. Scipioni, City Clerk
City of Apple Valley, Minnesota

Belmont Park



Delaney Park



Moeller Park



ITEM:	4.Q.
MEETING DATE:	March 26, 2026
SECTION:	Consent Agenda

Description:	
Adopt Resolution awarding agreement for Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements	
Staff Contact: Brandon Anderson, City Engineer	**Department / Division:** Public Works/Engineering

Action Requested:

Adopt Resolution awarding agreement for Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements

Summary:

On March 10, 2026, six (6) bids were received for the 2026 Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements project as described within the attached bid tabulation. Base Bids ranged from $7,137,188.45 to $8,960,252.81.

McNamara Contracting, Inc. submitted the low bid in the amount of $7,137,188.45. The low bid was $2,356,230.95 under the total estimated cost of $9,493,419.40. McNamara's bid for Alternate 1 was $77,394.40, which is $34,735.60 under the estimated cost of $112,130. It is recommended to award base bid and bid Alternate 1.

The City of Apple Valley 2026 Capital Improvement Program identifies potential utility replacement and street reconstruction work on the following Streets as part of the 2nd Phase of Apple Valley Additions Neighborhood in accordance with the Feasibility Study:

- Mcintosh Drive
- Regent Drive
- Fireside Drive

The Street and Utility Scope of work includes total replacement of approx. 3,800 linear feet of sanitary sewer, water main and storm sewer and street reconstruction. Bid Alternate 1 consists of replacing a portion of grass seed below the 2-year storm elevation in the large infiltration basin at Pennock Park with plugs to reduce the potential for erosion within the basin during establishment.

In August 2024, staff received a $60,000 Water Quality and Storage (planning) grant through the Board of Soil and Water Resources (BWSR) to complete additional stormwater modeling and concept layouts at the three parks.This work outlined potential costs associated with maximizing stormwater

storage and treatment to provide reduced localized flooding, improved water quality, and groundwater recharge benefits.

The City also received a $5,000,000 grant from the Minnesota Pollution Control Agency (MPCA) to complete the following scope of work:

- Install an infiltration basin and underground chamber at Duchess Park, preserving the space for a ball field. The grant also funds a new set of playground equipment.
- Wet pond at Greening Park
- Active Play Infiltration pond and new playground at Pennock Park

The City is purchasing playground equipment/installation from Landscape Structures/Flagship Recreation through the State Purchasing Contract and from PlayPower LT Farmington through the Sourcewell Purchasing Cooperative. Demolition, site preparation, stormwater improvements, and additional updates at these parks will be done through a contract with McNamara Contracting, Inc.

This project is scheduled for construction in 2026.

Background:

On March 12, 2026, City Council approved playground equipment/installation purchase orders for Project 2026-107, Apple Valley Additions Stormwater Improvements.

On February 12, 2026, City Council adopted resolution number 2026-16, approving plans and specifications for Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements, and authorizing advertisement for receipt of bids on March 10, 2026, at 10 a.m.

On July 10, 2025, City Council adopted resolution number 2025-104, directing the preparation of plans and specifications for Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2.

On July 10, 2025, City Council adopted resolution number 2025-103, directing the preparation of plans and specifications for Project 2026-107, Apple Valley Additions Stormwater Improvements.

On August 8, 2024, Council approved grant agreement with Minnesota Board of Water and Soil Resources for Water Quality and Storage Grant for Apple Valley Additions Stormwater Feasibility Study.

On May 23, 2023, the City Council adopted resolution approving Feasibility Report for Project 2023-108, Apple Valley Additions Neighborhood Street and Utility Improvements.

On August 25, 2022, Council adopted Resolution 2022-108 authorizing preparation of a feasibility report for Project 2023-108, Apple Valley Additions Neighborhood Street and Utility Improvements

On March 9, 2017, Council approved Grant Agreement with Minnesota Board of Water and Soil

Resource for Keller Lake subwatershed assessment.

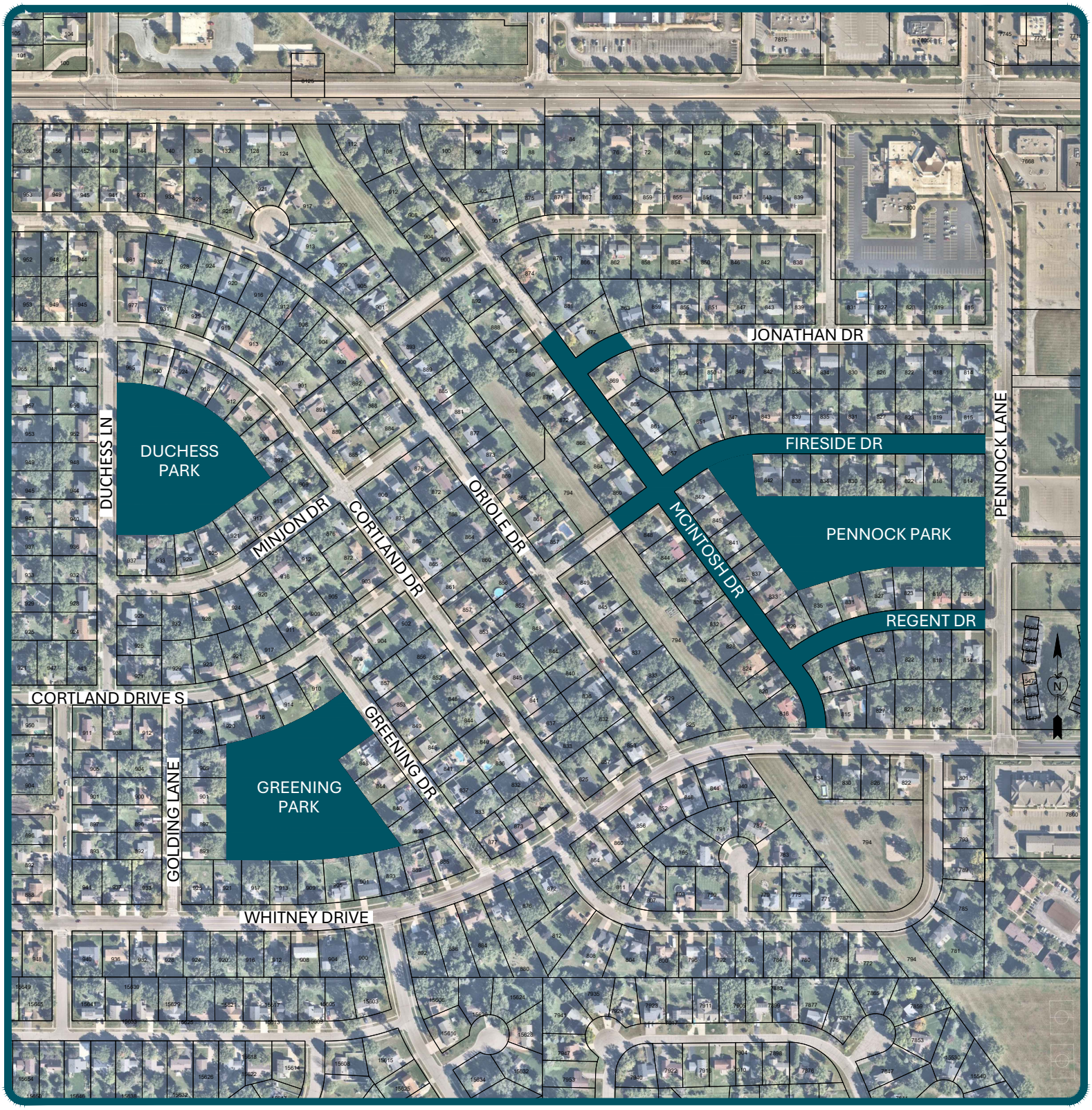
Budget Impact:

Estimated Project Costs		
	Budgeted Costs	Awarded Costs
Construction Cost	$9,690,000	$7,214,539.85
Indirect Costs	1,671,500	1,400,000.00
Construction Contingency	510,000	440,000.00
Direct Purchase - Playgrounds	0.00	420,000.00
Total Estimated Cost	**$11,871,500**	**$9,474,539.85**

Estimated Project Funding		
Grant Funds	$5,000,000	$5,000,000.00
Grant Matching Funds (Storm Sewer Utility)	1,000,000	1,000,000.00
Sanitary Sewer Utility	610,000	600,000.00
Water Utility	1,045,000	900,000.00
Storm Sewer Utility	1,080,000	0.00
Road Improvement Fund	2,450,000	1,839,539.85
Park Referendum Funds	661,500	$110,000.00
Street Light	25,000	25,000.00
Total Estimated Funding	**$11,871,500**	**$9,474,539.85**

Attachments:

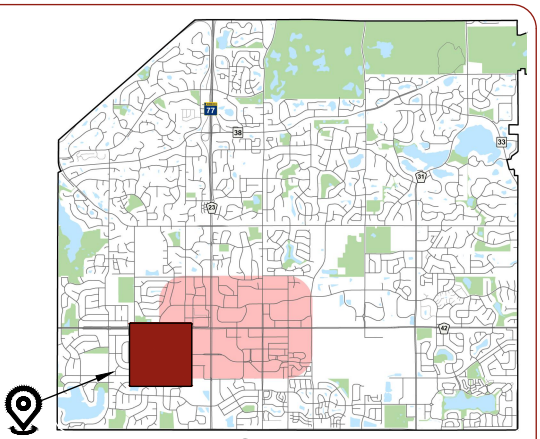
1. Location Map
2. Resolution
3. Bid Tab



LOCATION MAP

2026 APPLE VALLEY ADDITIONS STREET & UTILITY IMPROVENTS & STORMWATER IMPROVEMENTS
CITY PROJECTS # 2026-106 & 2026-107

DATE: 02/02/2026



CITY MAP

S:\Public-Works\Private\Projects\2026 Public Infrastructure Projects\2026-106 Apple Valley Additions Street and Utility Improvements Phase 2\CAD\Dwg\2026-106 & 107 Location Map.dwg 2/2/2026 3:25 PM

City of Apple Valley
Resolution No. 2026-

A Resolution approving Plans and Specifications and Directing Receipt of Sealed Bids for City Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements

Whereas, the pursuant to an advertisement for bids for improvements identified as Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements, 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, as follows:

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 and bid alternate 1 in the amount of $7,214,582.85 for the completion of Project 2026-106, Apple Valley Additions Street and Utility Improvements Phase 2 and 2026-107 Apple Valley Additions Stormwater Improvements 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 the contract has been signed.

Adopted March 26, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

Project Name: APPLE VALLEY ADDITIONS STREET & UTILITY IMPROVEMENTS PHA

City Project No.: 2026-106 & 107

Bid Opening: Tuesday, March 10, 2026 at 10:00 A.M.

Electronic Bid- Quest CDN

Owner: City of Apple Valley

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

Brandon Anderson, P.E.

Registration No. 43332

Section Title	NO.	Item Description	Unit	Est Quantity	Engineer Estimate		McNamara Contracting		Northwest Asphalt Inc		Northern Lines Contracting		S.M. Hentges & Sons, Inc.		Ryan Contracting Co.		Kuechle Underground Inc.	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Part 1 - GENERAL																		
	1	MOBILIZATION	LS	1	$506,000.00	$506,000.00	$100,000.00	$100,000.00	$292,000.00	$292,000.00	$130,000.00	$130,000.00	$393,000.00	$393,000.00	$450,000.00	$450,000.00	$159,000.00	$159,000.00
	2	TRAFFIC CONTROL	LS	1	$42,000.00	$42,000.00	$17,000.00	$17,000.00	$20,000.00	$20,000.00	$19,000.00	$19,000.00	$17,000.00	$17,000.00	$20,000.00	$20,000.00	$16,000.00	$16,000.00
	3	EROSION CONTROL SUPERVISOR	LS	1	$12,750.00	$12,750.00	$600.00	$600.00	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00	$1.00	$1.00	$47,000.00	$47,000.00
	4	STORM DRAIN INLET PROTECTION	EA	50	$200.00	$10,000.00	$150.00	$7,500.00	$175.00	$8,750.00	$175.00	$8,750.00	$200.00	$10,000.00	$150.00	$7,500.00	$890.00	$44,500.00
	5	STORM DRAIN INLET PROTECTION, NON-STREET	EA	2	$250.00	$500.00	$150.00	$300.00	$175.00	$350.00	$175.00	$350.00	$200.00	$400.00	$150.00	$300.00	$890.00	$1,780.00
	6	SILT FENCE, MACHINE SLICED	LF	5,713	$3.00	$17,139.00	$2.60	$14,853.80	$2.67	$15,253.71	$2.50	$14,282.50	$2.20	$12,568.60	$2.30	$13,139.90	$2.67	$15,253.71
	7	FILTER LOGS, COMPOST	LF	1,438	$3.00	$4,314.00	$3.40	$4,889.20	$3.67	$5,277.46	$3.00	$4,314.00	$2.75	$3,954.50	$3.25	$4,673.50	$3.67	$5,277.46
	8	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	190	$180.00	$34,200.00	$140.00	$26,600.00	$175.00	$33,250.00	$1.00	$190.00	$240.00	$45,600.00	$125.00	$23,750.00	$190.00	$36,100.00
Total Part 1 - GENERAL						**$626,903.00**		**$171,743.00**		**$379,881.17**		**$180,386.50**		**$485,523.10**		**$519,364.40**		**$324,911.17**
Part 2- RIGHT-OF-WAY SANITARY SEWER																		
	9	SANITARY SEWER AS-BUILT	LS	1	$5,000.00	$5,000.00	$3,500.00	$3,500.00	$4,200.00	$4,200.00	$2,500.00	$2,500.00	$4,100.00	$4,100.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00
	10	REMOVE VCP SANITARY SEWER	LF	3,110	$3.25	$10,107.50	$0.75	$2,332.50	$1.00	$3,110.00	$1.25	$3,887.50	$4.30	$13,373.00	$5.00	$15,550.00	$6.42	$19,966.20
	11	REMOVE MANHOLE INCL. CASTING	EA	13	$650.00	$8,450.00	$200.00	$2,600.00	$250.00	$3,250.00	$385.00	$5,005.00	$1,040.00	$13,520.00	$1,000.00	$13,000.00	$640.00	$8,320.00
	12	REMOVE OUTSIDE DROP	EA	1	$5,000.00	$5,000.00	$125.00	$125.00	$1,500.00	$1,500.00	$315.00	$315.00	$860.00	$860.00	$1,000.00	$1,000.00	$4,300.00	$4,300.00
	13	REMOVE CAST IRON SANITARY SEWER SERVICE	LF	2,020	$3.75	$7,575.00	$1.00	$2,020.00	$2.00	$4,040.00	$1.25	$2,525.00	$5.40	$10,908.00	$5.00	$10,100.00	$6.42	$12,968.40
	14	8" PVC SANITARY SEWER, SDR 35, 10'-15' DEEP	LF	1,702	$55.00	$93,610.00	$50.00	$85,100.00	$53.00	$90,206.00	$48.00	$81,696.00	$62.00	$105,524.00	$65.00	$110,630.00	$57.00	$97,014.00
	15	8" PVC SANITARY SEWER, SDR 35, 15'-20' DEEP	LF	356	$80.00	$28,480.00	$80.00	$28,480.00	$94.00	$33,464.00	$78.00	$27,768.00	$62.00	$22,072.00	$65.00	$23,140.00	$64.00	$22,784.00
	16	8" PVC SANITARY SEWER, SDR 26, 15'-20' DEEP	LF	1,154	$105.00	$121,170.00	$100.00	$115,400.00	$102.00	$117,708.00	$88.00	$101,552.00	$62.00	$71,548.00	$90.00	$103,860.00	$76.00	$87,704.00
	17	8" DIP SANITARY SEWER CL 52, 10'-15' DEEP	LF	10	$130.00	$1,300.00	$125.00	$1,250.00	$148.00	$1,480.00	$125.00	$1,250.00	$220.00	$2,200.00	$250.00	$2,500.00	$210.00	$2,100.00
	18	IMPROVED PIPE FOUNDATION PER DETAIL GEN-2	TON	25	$40.00	$1,000.00	$20.00	$500.00	$38.00	$950.00	$0.01	$0.25	$43.00	$1,075.00	$0.01	$0.25	$108.00	$2,700.00
	19	8" X 4" PVC WYE	EA	61	$300.00	$18,300.00	$200.00	$12,200.00	$484.00	$29,524.00	$215.00	$13,115.00	$490.00	$29,890.00	$500.00	$30,500.00	$1,100.00	$67,100.00
	20	1642 CSTG, HDPE ADJ RINGS & I&I BARRIER	EA	16	$5,100.00	$81,600.00	$4,050.00	$64,800.00	$4,838.00	$77,408.00	$4,500.00	$72,000.00	$3,300.00	$52,800.00	$5,000.00	$80,000.00	$5,300.00	$84,800.00
	21	RECONSTRUCT 4' DIA SANITARY STRUCTURE	LF	15	$700.00	$10,360.00	$350.00	$5,180.00	$600.00	$8,880.00	$500.00	$7,400.00	$500.00	$7,400.00	$700.00	$10,360.00	$380.00	$5,624.00
	22	CONSTRUCT 8" OUTSIDE DROP	LF	3	$1,500.00	$4,650.00	$2,050.00	$6,355.00	$1,500.00	$4,650.00	$1,750.00	$5,425.00	$2,000.00	$6,200.00	$1,200.00	$3,720.00	$1,700.00	$5,270.00
	23	4' SANITARY MANHOLE OVERDEPTH	LF	98	$300.00	$29,250.00	$200.00	$19,500.00	$285.00	$27,787.50	$275.00	$26,812.50	$140.00	$13,650.00	$250.00	$24,375.00	$380.00	$37,050.00
	24	CONNECT TO EXISTING PIPE	EA	2	$2,000.00	$4,000.00	$1,250.00	$2,500.00	$1,000.00	$2,000.00	$1,375.00	$2,750.00	$2,100.00	$4,200.00	$10,000.00	$20,000.00	$10,000.00	$20,000.00
	25	CONNECT TO EXISTING MANHOLE	EA	1	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$2,450.00	$2,450.00	$3,300.00	$3,300.00	$10,000.00	$10,000.00	$4,700.00	$4,700.00
	26	RECONNECT EXISTING SANITARY SEWER SERVICE	EA	61	$300.00	$18,300.00	$100.00	$6,100.00	$150.00	$9,150.00	$125.00	$7,625.00	$330.00	$20,130.00	$500.00	$30,500.00	$340.00	$20,740.00
	27	4" SANITARY SEWER CLEAN OUT INCL FORD CSTG	EA	60	$475.00	$28,500.00	$460.00	$27,600.00	$320.00	$19,200.00	$435.00	$26,100.00	$300.00	$18,000.00	$500.00	$30,000.00	$730.00	$43,800.00
	28	4" PVC SCH. 40 SANITARY SEWER SERVICE PIPE	LF	2,050	$32.50	$66,625.00	$37.00	$75,850.00	$36.00	$73,800.00	$30.00	$61,500.00	$37.00	$75,850.00	$40.00	$82,000.00	$24.00	$49,200.00
	29	4" PVC SCH. 40 SANITARY SEWER RISER PIPE	LF	340	$43.00	$14,620.00	$30.00	$10,200.00	$46.00	$15,640.00	$40.00	$13,600.00	$22.00	$7,480.00	$40.00	$13,600.00	$35.00	$11,900.00
Total Part 2 - RIGHT-OF-WAY SANITARY SEWER						**$560,397.50**		**$474,092.50**		**$528,947.50**		**$465,276.25**		**$484,080.00**		**$619,835.25**		**$623,040.60**
Part 3 - RIGHT-OF-WAY WATERMAIN																		
	30	WATERMAIN AS-BUILT	LS	1	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$4,200.00	$4,200.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00
	31	REMOVE WATERMAIN	LF	3,850	$9.25	$35,612.50	$4.75	$18,287.50	$3.00	$11,550.00	$3.30	$12,705.00	$5.00	$19,250.00	$6.00	$23,100.00	$6.42	$24,717.00
	32	REMOVE HYDRANT WITH GATE VALVE	EA	7	$525.00	$3,675.00	$225.00	$1,575.00	$650.00	$4,550.00	$250.00	$1,750.00	$450.00	$3,150.00	$800.00	$5,600.00	$96.00	$672.00
	33	REMOVE COPPER WATER SERVICE	LF	1,960	$2.50	$4,900.00	$0.50	$980.00	$1.00	$1,960.00	$1.25	$2,450.00	$2.00	$3,920.00	$2.00	$3,920.00	$6.42	$12,583.20
	34	REMOVE CURB STOP AND BOX	EA	60	$80.00	$4,800.00	$25.00	$1,500.00	$50.00	$3,000.00	$50.00	$3,000.00	$130.00	$7,800.00	$150.00	$9,000.00	$96.00	$5,760.00
	35	TEMPORARY WATER SYSTEM	LS	1	$51,000.00	$51,000.00	$27,500.00	$27,500.00	$35,000.00	$35,000.00	$30,000.00	$30,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$70,000.00	$70,000.00
	36	FURNISH AND INSTALL 6" GATE VALVE AND BOX	EA	8	$3,000.00	$24,000.00	$3,500.00	$28,000.00	$2,700.00	$21,600.00	$3,000.00	$24,000.00	$3,100.00	$24,800.00	$3,200.00	$25,600.00	$3,500.00	$28,000.00
	37	FURNISH AND INSTALL 8" GATE VALVE AND BOX	EA	17	$3,800.00	$64,600.00	$4,350.00	$73,950.00	$4,230.00	$71,910.00	$3,850.00	$65,450.00	$4,300.00	$73,100.00	$4,200.00	$71,400.00	$4,400.00	$74,800.00
	38	8" IN-LINE INSERTION VALVE AND BOX	EA	1	$14,000.00	$14,000.00	$14,000.00	$14,000.00	$14,800.00	$14,800.00	$13,000.00	$13,000.00	$9,500.00	$9,500.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
	39	FURNISH AND INSTALL HYDRANT	EA	8	$7,250.00	$58,000.00	$7,075.00	$56,600.00	$7,500.00	$60,000.00	$7,115.00	$56,920.00	$8,000.00	$64,000.00	$7,000.00	$56,000.00	$8,000.00	$64,000.00
	40	6" WATERMAIN DUCTILE IRON CL 52, INCL V-BIO	LF	100	$78.50	$7,850.00	$75.00	$7,500.00	$80.00	$8,000.00	$70.00	$7,000.00	$80.00	$8,000.00	$80.00	$8,000.00	$72.00	$7,200.00
	41	8" WATERMAIN DUCTILE IRON CL 52, INCL V-BIO	LF	3,700	$88.50	$327,450.00	$92.00	$340,400.00	$78.00	$288,600.00	$80.00	$296,000.00	$90.00	$333,000.00	$85.00	$314,500.00	$86.00	$318,200.00
	42	8" WATERMAIN VERTICAL OFFSET	EA	2	$2,000.00	$4,000.00	$3,350.00	$6,700.00	$2,400.00	$4,800.00	$3,775.00	$7,550.00	$7,300.00	$14,600.00	$4,000.00	$8,000.00	$6,100.00	$12,200.00
	43	CONNECT TO EXISTING WATERMAIN	EA	9	$2,000.00	$18,000.00	$1,200.00	$10,800.00	$1,500.00	$13,500.00	$1,350.00	$12,150.00	$2,700.00	$24,300.00	$4,000.00	$36,000.00	$4,600.00	$41,400.00
	44	WATERMAIN INSULATION, 4" THICK	SY	200	$57.00	$11,400.00	$33.00	$6,600.00	$50.00	$10,000.00	$35.00	$7,000.00	$66.00	$13,200.00	$40.00	$8,000.00	$43.00	$8,600.00
	45	DUCTILE IRON FITTINGS	LB	2,590	$14.50	$37,555.00	$0.10	$259.00	$14.00	$36,260.00	$16.50	$42,735.00	$18.00	$46,620.00	$11.00	$28,490.00	$18.00	$46,620.00
	46	RECONNECT EXISTING WATER SERVICE	EA	61	$260.00	$15,860.00	$115.00	$7,015.00	$200.00	$12,200.00	$135.00	$8,235.00	$437.00	$26,657.00	$500.00	$30,500.00	$390.00	$23,790.00
	47	0.75" TYPE K COPPER WATER SERVICE PIPE	LF	45	$34.00	$1,530.00	$40.00	$1,800.00	$32.00	$1,440.00	$37.00	$1,665.00	$40.00	$1,800.00	$40.00	$1,800.00	$38.00	$1,710.00
	48	1" TYPE K COPPER WATER SERVICE PIPE	LF	2,080	$38.00	$79,040.00	$47.00	$97,760.00	$35.00	$72,800.00	$36.00	$74,880.00	$52.00	$108,160.00	$40.00	$83,200.00	$37.00	$76,960.00
	49	1" CURB STOP, BOX, & ROD	EA	60	$475.00	$28,500.00	$800.00	$48,000.00	$584.00	$35,040.00	$560.00	$33,600.00	$635.00	$38,100.00	$800.00	$48,000.00	$830.00	$49,800.00
	50	0.75" CORPORATION STOP	EA	1	$250.00	$250.00	$135.00	$135.00	$300.00	$300.00	$205.00	$205.00	$380.00	$380.00	$800.00	$800.00	$430.00	$430.00
	51	1" CORPORATION STOP	EA	60	$270.00	$16,200.00	$155.00	$9,300.00	$250.00	$15,000.00	$175.00	$10,500.00	$405.00	$24,300.00	$500.00	$30,000.00	$420.00	$25,200.00

TOTAL PART 3 - RIGHT-OF-WAY WATERMAIN				**$818,222.50**		**$762,161.50**		**$726,510.00**		**$713,295.00**		**$898,637.00**		**$861,910.00**		**$922,642.20**
Part 4 - RIGHT-OF-WAY STORM SEWER																
52	REMOVE RCP STORM SEWER	LF	2,510	$15.25	$38,277.50	$14.00	$35,140.00	$15.00	$37,650.00	$15.00	$37,650.00	$32.00	$80,320.00	$12.00	$30,120.00	$20.00	$50,200.00
53	REMOVE MANHOLE OR CATCH BASIN INCL CASTING	EA	24	$620.00	$14,880.00	$450.00	$10,800.00	$500.00	$12,000.00	$450.00	$10,800.00	$645.00	$15,480.00	$800.00	$19,200.00	$440.00	$10,560.00
54	15" RC PIPE SEWER, CLASS 5, 0'-10' DEEP	LF	372	$64.00	$23,808.00	$50.00	$18,600.00	$60.00	$22,320.00	$55.00	$20,460.00	$56.00	$20,832.00	$64.00	$23,808.00	$45.00	$16,740.00
55	18" RC PIPE SEWER, CLASS 5, 0'-10' DEEP	LF	548	$68.00	$37,264.00	$58.00	$31,784.00	$68.00	$37,264.00	$58.00	$31,784.00	$59.00	$32,332.00	$67.00	$36,716.00	$48.00	$26,304.00
56	21" RC PIPE SEWER, CLASS 3, 0'-10' DEEP	LF	363	$79.00	$28,677.00	$63.00	$22,869.00	$77.00	$27,951.00	$64.00	$23,232.00	$66.00	$23,958.00	$75.00	$27,225.00	$56.00	$20,328.00
57	42" RC PIPE SEWER, CLASS 3, 15'-20' DEEP	LF	40	$280.00	$11,200.00	$185.00	$7,400.00	$126.00	$5,040.00	$295.00	$11,800.00	$190.00	$7,600.00	$220.00	$8,800.00	$200.00	$8,000.00
58	48" RC PIPE SEWER, CLASS 2, 0'-10' DEEP	LF	477	$300.00	$143,100.00	$195.00	$93,015.00	$237.00	$113,049.00	$240.00	$114,480.00	$210.00	$100,170.00	$230.00	$109,710.00	$220.00	$104,940.00
59	48" RC PIPE SEWER, CLASS 2, 10'-15' DEEP	LF	715	$325.00	$232,375.00	$210.00	$150,150.00	$257.00	$183,755.00	$267.00	$190,905.00	$210.00	$150,150.00	$230.00	$164,450.00	$250.00	$178,750.00
60	48" RC PIPE SEWER, CLASS 3, 0'-10' DEEP	LF	160	$315.00	$50,400.00	$200.00	$32,000.00	$265.00	$42,400.00	$250.00	$40,000.00	$220.00	$35,200.00	$260.00	$41,600.00	$220.00	$35,200.00
61	48" RC PIPE SEWER, CLASS 3, 15'-20' DEEP	LF	188	$355.00	$66,740.00	$250.00	$47,000.00	$295.00	$55,460.00	$275.00	$51,700.00	$235.00	$44,180.00	$260.00	$48,880.00	$260.00	$48,880.00
62	21" RC PLUG	EA	1	$500.00	$500.00	$150.00	$150.00	$185.00	$185.00	$315.00	$315.00	$1,250.00	$1,250.00	$400.00	$400.00	$170.00	$170.00
63	BARRIER	EA	13	$3,075.00	$39,975.00	$2,750.00	$35,750.00	$2,860.00	$37,180.00	$2,800.00	$36,400.00	$3,500.00	$45,500.00	$2,800.00	$36,400.00	$3,100.00	$40,300.00
64	HDPE ADJ RINGS & I&I BARRIER	EA	6	$4,250.00	$25,500.00	$4,000.00	$24,000.00	$3,720.00	$22,320.00	$4,300.00	$25,800.00	$4,400.00	$26,400.00	$3,200.00	$19,200.00	$5,400.00	$32,400.00
65	HDPE ADJ RINGS & I&I BARRIER	EA	3	$6,250.00	$18,750.00	$5,500.00	$16,500.00	$4,890.00	$14,670.00	$5,800.00	$17,400.00	$5,200.00	$15,600.00	$5,000.00	$15,000.00	$7,300.00	$21,900.00
66	HDPE ADJ RINGS & I&I BARRIER	EA	10	$8,500.00	$85,000.00	$7,500.00	$75,000.00	$7,300.00	$73,000.00	$8,000.00	$80,000.00	$8,000.00	$80,000.00	$8,000.00	$80,000.00	$8,400.00	$84,000.00
67	HDPE ADJ RINGS & I&I BARRIER	EA	1	$22,500.00	$22,500.00	$17,600.00	$17,600.00	$19,200.00	$19,200.00	$19,000.00	$19,000.00	$17,000.00	$17,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
68	ADJ RINGS & I&I BARRIER	EA	1	$4,400.00	$4,400.00	$4,625.00	$4,625.00	$3,430.00	$3,430.00	$4,750.00	$4,750.00	$4,300.00	$4,300.00	$3,500.00	$3,500.00	$5,100.00	$5,100.00
69	ADJ RINGS & I&I BARRIER	EA	3	$12,250.00	$36,750.00	$6,200.00	$18,600.00	$6,600.00	$19,800.00	$9,650.00	$28,950.00	$5,500.00	$16,500.00	$8,000.00	$24,000.00	$8,200.00	$24,600.00
70	ADJ RINGS & I&I BARRIER	EA	1	$22,500.00	$22,500.00	$17,250.00	$17,250.00	$18,500.00	$18,500.00	$19,750.00	$19,750.00	$15,500.00	$15,500.00	$30,000.00	$30,000.00	$20,000.00	$20,000.00
71	6' DIA STRUCTURE OVERDEPTH	LF	22	$625.00	$13,750.00	$400.00	$8,800.00	$470.00	$10,340.00	$515.00	$11,330.00	$350.00	$7,700.00	$700.00	$15,400.00	$550.00	$12,100.00
72	9' DIA STRUCTURE OVERDEPTH	LF	9	$1,575.00	$14,175.00	$1,000.00	$9,000.00	$1,400.00	$12,600.00	$1,315.00	$11,835.00	$1,040.00	$9,360.00	$1,800.00	$16,200.00	$1,200.00	$10,800.00
73	CONNECT TO EXISTING PIPE	EA	4	$2,250.00	$9,000.00	$1,350.00	$5,400.00	$1,000.00	$4,000.00	$1,250.00	$5,000.00	$1,940.00	$7,760.00	$5,000.00	$20,000.00	$10,000.00	$40,000.00
TOTAL PART 4 -RIGHT-OF-WAY STORM SEWER					**$939,521.50**		**$681,433.00**		**$772,114.00**		**$793,341.00**		**$757,092.00**		**$790,609.00**		**$811,272.00**

PART 5 - RIGHT-OF-WAY STREETS																
74	CLEARING	EA	45	$450.00	$20,250.00	$400.00	$18,000.00	$300.00	$13,500.00	$400.00	$18,000.00	$1,000.00	$45,000.00	$300.00	$13,500.00	$200.00	$9,000.00
75	GRUBBING	EA	42	$255.00	$10,710.00	$250.00	$10,500.00	$200.00	$8,400.00	$300.00	$12,600.00	$120.00	$5,040.00	$200.00	$8,400.00	$300.00	$12,600.00
76	REMOVE AND REPLACE FENCE	LF	30	$155.00	$4,650.00	$120.00	$3,600.00	$115.00	$3,450.00	$105.00	$3,150.00	$82.00	$2,460.00	$100.00	$3,000.00	$100.00	$3,000.00
77	SALVAGE AND REINSTALL PRIVATE YARD LIGHT POLE	EA	6	$925.00	$5,550.00	$1,600.00	$9,600.00	$1,100.00	$6,600.00	$1,000.00	$6,000.00	$2,500.00	$15,000.00	$2,000.00	$12,000.00	$2,300.00	$13,800.00
78	REMOVE CONCRETE CURB AND GUTTER	LF	7,400	$3.25	$24,050.00	$5.00	$37,000.00	$3.00	$22,200.00	$3.75	$27,750.00	$2.50	$18,500.00	$4.00	$29,600.00	$4.00	$29,600.00
79	REMOVE CONCRETE WALK OR DRIVEWAY	SF	47,350	$1.00	$47,350.00	$0.75	$35,512.50	$1.00	$47,350.00	$0.65	$30,777.50	$0.48	$22,728.00	$1.00	$47,350.00	$1.00	$47,350.00
80	REMOVE CONCRETE VALLEY GUTTER	SF	970	$1.50	$1,455.00	$2.00	$1,940.00	$1.00	$970.00	$1.85	$1,794.50	$0.95	$921.50	$1.00	$970.00	$4.00	$3,880.00
81	REMOVE BITUMINOUS PAVEMENT - STREET	SY	11,975	$3.75	$44,906.25	$2.60	$31,135.00	$4.00	$47,900.00	$3.50	$41,912.50	$5.60	$67,060.00	$4.00	$47,900.00	$18.00	$215,550.00
82	DRIVEWAY	SY	560	$6.75	$3,780.00	$10.00	$5,600.00	$10.00	$5,600.00	$7.50	$4,200.00	$5.90	$3,304.00	$8.00	$4,480.00	$4.00	$2,240.00
83	TEMPORARY MAILBOX	EA	60	$75.00	$4,500.00	$105.00	$6,300.00	$100.00	$6,000.00	$105.00	$6,300.00	$110.00	$6,600.00	$100.00	$6,000.00	$100.00	$6,000.00
84	SALVAGE AND REINSTALL MAILBOX	EA	49	$175.00	$8,575.00	$185.00	$9,065.00	$175.00	$8,575.00	$185.00	$9,065.00	$190.00	$9,310.00	$200.00	$9,800.00	$180.00	$8,820.00
85	SALVAGE AND REINSTALL COMMUNITY MAILBOX	EA	1	$1,000.00	$1,000.00	$500.00	$500.00	$450.00	$450.00	$1,100.00	$1,100.00	$2,650.00	$2,650.00	$1,000.00	$1,000.00	$450.00	$450.00
86	GEOTEXTILE FABRIC TYPE V	SY	2,150	$1.75	$3,762.50	$1.00	$2,150.00	$1.80	$3,870.00	$1.60	$3,440.00	$3.00	$6,450.00	$2.00	$4,300.00	$2.60	$5,590.00
87	COMMON EXCAVATION (EV) (P) - STREET	CY	5,100	$24.50	$124,950.00	$22.00	$112,200.00	$22.00	$112,200.00	$22.85	$116,535.00	$24.00	$122,400.00	$20.00	$102,000.00	$25.00	$127,500.00
88	COMMON EXCAVATION (EV) - WALK OR DRIVEWAY	CY	2,100	$22.75	$47,775.00	$22.00	$46,200.00	$22.00	$46,200.00	$22.85	$47,985.00	$31.00	$65,100.00	$20.00	$42,000.00	$25.00	$52,500.00
89	SUBGRADE EXCAVATION (EV) - STREET	CY	720	$28.00	$20,160.00	$18.00	$12,960.00	$0.01	$7.20	$0.01	$7.20	$15.00	$10,800.00	$10.00	$7,200.00	$25.00	$18,000.00
90	SELECT GRANULAR BORROW (CV)	CY	720	$30.00	$21,600.00	$18.00	$12,960.00	$0.01	$7.20	$0.01	$7.20	$11.50	$8,280.00	$10.00	$7,200.00	$41.00	$29,520.00
91	STABILIZATION	TON	1,150	$25.00	$28,750.00	$25.00	$28,750.00	$0.01	$11.50	$0.01	$11.50	$29.00	$33,350.00	$15.00	$17,250.00	$60.00	$69,000.00
92	AGGREGATE BASE CLASS 5 (CV) (P) - STREET	CY	3,350	$45.00	$150,750.00	$42.00	$140,700.00	$32.00	$107,200.00	$38.60	$129,310.00	$28.00	$93,800.00	$35.00	$117,250.00	$0.01	$33.50
93	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,020	$2.25	$2,295.00	$1.00	$1,020.00	$4.00	$4,080.00	$2.00	$2,040.00	$4.03	$4,110.60	$0.01	$10.20	$0.01	$10.20
94	TYPE SPWEA330C WEAR 2" THICK - LOCAL STREET	TON	2,700	$85.50	$230,850.00	$84.00	$226,800.00	$86.41	$233,307.00	$89.00	$240,300.00	$83.41	$225,207.00	$85.00	$229,500.00	$85.00	$229,500.00
95	STREET	TON	450	$90.00	$40,500.00	$95.00	$42,750.00	$119.07	$53,581.50	$102.00	$45,900.00	$93.79	$42,205.50	$85.00	$38,250.00	$85.00	$38,250.00
96	TYPE SPWEA240B WEAR 3" THICK - DRIVEWAY	SY	320	$48.00	$15,360.00	$33.00	$10,560.00	$47.01	$15,043.20	$35.00	$11,200.00	$29.71	$9,507.20	$35.00	$11,200.00	$25.00	$8,000.00
97	SALVAGE PAVERS	SF	645	$25.00	$16,125.00	$11.20	$7,224.00	$10.00	$6,450.00	$6.00	$3,870.00	$4.50	$2,902.50	$5.00	$3,225.00	$5.00	$3,225.00
98	INSTALL SALVAGED PAVERS	SF	455	$48.00	$21,840.00	$23.85	$10,851.75	$30.00	$13,650.00	$14.00	$6,370.00	$13.00	$5,915.00	$20.00	$9,100.00	$30.00	$13,650.00
99	5" CONCRETE WALK OR DRIVEWAY	SF	54,300	$7.85	$426,255.00	$7.00	$380,100.00	$7.90	$428,970.00	$8.30	$450,690.00	$9.17	$497,931.00	$8.00	$434,400.00	$9.00	$488,700.00
100	5" CONCRETE DRIVEWAY SPECIAL	SF	85	$30.00	$2,550.00	$18.50	$1,572.50	$100.30	$8,525.50	$12.00	$1,020.00	$21.84	$1,856.40	$15.00	$1,275.00	$19.00	$1,615.00
101	7" CONCRETE VALLEY GUTTER	SY	170	$120.00	$20,400.00	$112.65	$19,150.50	$83.90	$14,263.00	$111.00	$18,870.00	$132.87	$22,587.90	$100.00	$17,000.00	$85.00	$14,450.00
102	CONCRETE CURB AND GUTTER, B618	LF	7,250	$20.35	$147,537.50	$17.15	$124,337.50	$21.40	$155,150.00	$26.20	$189,950.00	$21.84	$158,340.00	$24.00	$174,000.00	$19.00	$137,750.00
103	CONCRETE PEDESTRIAN CURB RAMP	SF	3,475	$14.65	$50,908.75	$15.50	$53,862.50	$14.20	$49,345.00	$8.30	$28,842.50	$14.01	$48,684.75	$12.00	$41,700.00	$14.00	$48,650.00
104	TRUNCATED DOME PANEL	SF	374	$61.50	$23,001.00	$50.00	$18,700.00	$65.00	$24,310.00	$90.00	$33,660.00	$65.63	$24,545.62	$80.00	$29,920.00	$50.00	$18,700.00
105	PRIVATE IRRIGATION	LF	580	$11.75	$6,815.00	$30.00	$17,400.00	$16.50	$9,570.00	$9.00	$5,220.00	$16.00	$9,280.00	$15.00	$8,700.00	$43.00	$24,940.00
106	PRUNE TREES	HR	8	$400.00	$3,200.00	$420.00	$3,360.00	$88.00	$704.00	$420.00	$3,360.00	$820.00	$6,560.00	$400.00	$3,200.00	$400.00	$3,200.00
107	SANDY CLAY LOAM TOPSOIL BORROW (LV)	CY	1,230	$35.00	$43,050.00	$58.25	$71,647.50	$34.00	$41,820.00	$32.75	$40,282.50	$48.00	$59,040.00	$40.00	$49,200.00	$42.00	$51,660.00
108	COMPOST GRADE 2 (LV)	CY	1,230	$36.00	$44,280.00	$54.00	$66,420.00	$35.00	$43,050.00	$32.75	$40,282.50	$58.00	$71,340.00	$40.00	$49,200.00	$44.00	$54,120.00
109	SODDING TYPE LAWN	SY	10,850	$8.00	$86,800.00	$6.50	$70,525.00	$11.56	$125,426.00	$9.50	$103,075.00	$12.00	$130,200.00	$14.00	$151,900.00	$12.00	$130,200.00
110	FERTILIZER TYPE 3	LB	680	$1.25	$850.00	$1.10	$748.00	$1.10	$748.00	$4.00	$2,720.00	$1.10	$748.00	$2.25	$1,530.00	$1.10	$748.00
111	WATER FOR TURF ESTABLISHMENT	MGAL	930	$48.00	$44,640.00	$40.00	$37,200.00	$38.00	$35,340.00	$50.00	$46,500.00	$44.00	$40,920.00	$45.00	$41,850.00	$38.00	$35,340.00
112	4" SOLID LINE PAINT (2 APPLICATIONS)	LF	240	$5.00	$1,200.00	$4.25	$1,020.00	$4.00	$960.00	$4.50	$1,080.00	$4.30	$1,032.00	$4.00	$960.00	$4.00	$960.00
113	4" DOUBLE SOLID LINE PAINT (2 APPLICATIONS)	LF	110	$7.00	$770.00	$8.50	$935.00	$8.00	$880.00	$8.00	$880.00	$8.80	$968.00	$8.00	$880.00	$8.00	$880.00
114	4" BROKEN LINE PAINT (2 APPLICATIONS)	LF	20	$5.00	$100.00	$8.50	$170.00	$8.00	$160.00	$8.50	$170.00	$8.80	$176.00	$8.00	$160.00	$8.00	$160.00
115	12" SOLID LINE PREFORM THERMO GROUND IN	LF	250	$20.50	$5,125.00	$14.75	$3,687.50	$14.00	$3,500.00	$15.00	$3,750.00	$15.00	$3,750.00	$14.00	$3,500.00	$14.00	$3,500.00
116	24" SOLID LINE PREFORM THERMO GROUND IN	LF	62	$40.00	$2,480.00	$29.40	$1,822.80	$28.00	$1,736.00	$30.00	$1,860.00	$31.00	$1,922.00	$28.00	$1,736.00	$28.00	$1,736.00
TOTAL PART 5 - RIGHT-OF-WAY STREETS					**$1,811,456.00**		**$1,696,537.05**		**$1,711,060.10**		**$1,741,837.90**		**$1,908,482.97**		**$1,783,596.20**		**$1,964,377.70**

PART 6 - PARK IMPROVEMENTS																
117	REMOVE CONCRETE CURB AND GUTTER	LF	107	$3.50	$374.50	$19.50	$2,086.50	$8.00	$856.00	$3.75	$401.25	$6.90	$738.30	$10.00	$1,070.00	$5.00	$535.00
118	REMOVE CONCRETE WALK OR DRIVEWAY	SF	1,553	$1.00	$1,553.00	$2.00	$3,106.00	$1.00	$1,553.00	$0.65	$1,009.45	$1.10	$1,708.30	$1.00	$1,553.00	$1.00	$1,553.00
119	REMOVE BITUMINOUS WALK OR DRIVEWAY	SY	1,032	$6.50	$6,708.00	$12.50	$12,900.00	$10.00	$10,320.00	$7.50	$7,740.00	$4.40	$4,540.80	$8.00	$8,256.00	$4.00	$4,128.00
120	REMOVE BITUMINOUS PAVEMENT	SY	3,013	$6.50	$19,584.50	$7.00	$21,091.00	$6.00	$18,078.00	$3.50	$10,545.50	$3.40	$10,244.20	$4.00	$12,052.00	$6.00	$18,078.00
121	SALVAGE AND REINSTALL HYDRANT AND GATE VALVE	EA	1	$5,000.00	$5,000.00	$4,400.00	$4,400.00	$2,800.00	$2,800.00	$1,700.00	$1,700.00	$3,380.00	$3,380.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00
122	SALVAGE AND REINSTALL FENCE (ALL TYPES)	LF	672	$100.00	$67,200.00	$21.00	$14,112.00	$20.00	$13,440.00	$32.00	$21,504.00	$32.00	$21,504.00	$40.00	$26,880.00	$30.00	$20,160.00
123	SALVAGE AND REINSTALL SIREN	EA	1	$2,500.00	$2,500.00	$4,200.00	$4,200.00	$2,850.00	$2,850.00	$9,450.00	$9,450.00	$9,500.00	$9,500.00	$10,000.00	$10,000.00	$8,700.00	$8,700.00
124	REMOVE BASKETBALL HOOP	EA	5	$750.00	$3,750.00	$1,200.00	$6,000.00	$250.00	$1,250.00	$250.00	$1,250.00	$248.00	$1,240.00	$800.00	$4,000.00	$250.00	$1,250.00
125	REMOVE PLASTIC TIMBER PLAYGROUND BORDER	LF	876	$5.00	$4,380.00	$10.00	$8,760.00	$2.00	$1,752.00	$3.00	$2,628.00	$5.50	$4,818.00	$2.00	$1,752.00	$10.00	$8,760.00
126	REMOVE BACKSTOP	LF	40	$25.00	$1,000.00	$145.00	$5,800.00	$29.00	$1,160.00	$27.00	$1,080.00	$77.00	$3,080.00	$65.00	$2,600.00	$100.00	$4,000.00
127	PARTIALLY REMOVE BACKSTOP	LF	100	$30.00	$3,000.00	$26.00	$2,600.00	$29.00	$2,900.00	$27.00	$2,700.00	$27.00	$2,700.00	$25.00	$2,500.00	$26.00	$2,600.00
128	REMOVE CHAIN LINK FENCE	LF	458	$25.00	$11,450.00	$26.25	$12,022.50	$6.00	$2,748.00	$11.00	$5,038.00	$10.40	$4,763.20	$10.00	$4,580.00	$25.00	$11,450.00
129	REMOVE PIEZOMETER	EA	3	$500.00	$1,500.00	$1,500.00	$4,500.00	$400.00	$1,200.00	$250.00	$750.00	$675.00	$2,025.00	$1,000.00	$3,000.00	$4,500.00	$13,500.00
130	REMOVE DRINKING FOUNTAIN	EA	1	$500.00	$500.00	$500.00	$500.00	$250.00	$250.00	$250.00	$250.00	$1,300.00	$1,300.00	$500.00	$500.00	$500.00	$500.00
131	REMOVE COPPER WATER SERVICE	LF	106	$2.50	$265.00	$10.00	$1,060.00	$12.00	$1,272.00	$5.00	$530.00	$11.50	$1,219.00	$25.00	$2,650.00	$64.00	$6,784.00
132	SALVAGE AND REINSTALL MEMORIAL TREE	EA	2	$400.00	$800.00	$10,000.00	$20,000.00	$680.00	$1,360.00	$1,050.00	$2,100.00	$1,100.00	$2,200.00	$1,500.00	$3,000.00	$5,000.00	$10,000.00
133	CLEARING	EA	22	$450.00	$9,900.00	$325.00	$7,150.00	$300.00	$6,600.00	$400.00	$8,800.00	$700.00	$15,400.00	$200.00	$4,400.00	$300.00	$6,600.00
134	GRUBBING	EA	42	$250.00	$10,500.00	$200.00	$8,400.00	$200.00	$8,400.00	$300.00	$12,600.00	$120.00	$5,040.00	$200.00	$8,400.00	$300.00	$12,600.00
135	COMMON EXCAVATION (EV) - STORMWATER BASIN	CY	34,900	$26.00	$907,400.00	$12.00	$418,800.00	$11.60	$404,840.00	$15.00	$523,500.00	$13.20	$460,680.00	$25.00	$872,500.00	$24.00	$837,600.00
136	SUBGRADE EXCAVATION (EV) - CLAYEY SOILS	CY	6,600	$30.00	$198,000.00	$12.75	$84,150.00	$14.00	$92,400.00	$17.00	$112,200.00	$14.20	$93,720.00	$5.00	$33,000.00	$24.00	$158,400.00

137	AND TRAILS	CY	571	$26.00	$14,846.00	$40.75	$23,268.25	$22.00	$12,562.00	$25.00	$14,275.00	$40.00	$22,840.00	$50.00	$28,550.00	$24.00	$13,704.00
138	PLAYGROUND SAND EXCAVATION (EV) (P)	CY	544	$20.00	$10,880.00	$40.00	$21,760.00	$22.00	$11,968.00	$25.00	$13,600.00	$13.00	$7,072.00	$80.00	$43,520.00	$24.00	$13,056.00
139	(CV)	CY	6,600	$20.00	$132,000.00	$4.00	$26,400.00	$5.90	$38,940.00	$4.00	$26,400.00	$12.00	$79,200.00	$5.00	$33,000.00	$36.00	$237,600.00
140	FILTER TOPSOIL BORROW (CV)	CY	1,562	$55.00	$85,910.00	$50.00	$78,100.00	$44.00	$68,728.00	$52.50	$82,005.00	$45.00	$70,290.00	$50.00	$78,100.00	$42.00	$65,604.00
141	COMPOST BORROW (LV)	CY	34	$80.00	$2,720.00	$86.00	$2,924.00	$400.00	$13,600.00	$420.00	$14,280.00	$438.00	$14,892.00	$40.00	$1,360.00	$400.00	$13,600.00
142	AGGREGATE BASE, CLASS 5	CY	412	$45.00	$18,540.00	$76.50	$31,518.00	$45.00	$18,540.00	$56.00	$23,072.00	$65.00	$26,780.00	$60.00	$24,720.00	$42.00	$17,304.00
143	BITUMINOUS MATERIAL FOR TACK COAT	GAL	82	$2.00	$164.00	$1.00	$82.00	$4.00	$328.00	$2.00	$164.00	$4.31	$353.42	$0.01	$0.82	$0.01	$0.82
144	TYPE SPWEA330B WEAR COURSE 2" THICK - TRAIL	TON	156	$85.50	$13,338.00	$115.00	$17,940.00	$119.07	$18,574.92	$121.00	$18,876.00	$110.56	$17,247.36	$120.00	$18,720.00	$120.00	$18,720.00
145	TYPE SPWEA330B WEAR COURSE 3" THICK - TRAIL	TON	193	$90.00	$17,370.00	$125.00	$24,125.00	$103.25	$19,927.25	$129.00	$24,897.00	$101.47	$19,583.71	$120.00	$23,160.00	$120.00	$23,160.00
146	STREET	TON	64	$90.00	$5,760.00	$150.00	$9,600.00	$110.41	$7,066.24	$152.00	$9,728.00	$120.84	$7,733.76	$95.00	$6,080.00	$95.00	$6,080.00
147	TYPE SPWEAB240C & SPNWB230C - COURT	SY	1,956	$63.00	$123,228.00	$42.00	$82,152.00	$23.64	$46,239.84	$30.00	$58,680.00	$40.27	$78,768.12	$25.00	$48,900.00	$25.00	$48,900.00
148	COURT COLOR SURFACING AND STRIPING	LS	1	$50,000.00	$50,000.00	$27,000.00	$27,000.00	$24,870.00	$24,870.00	$28,000.00	$28,000.00	$27,200.00	$27,200.00	$30,000.00	$30,000.00	$82,000.00	$82,000.00
149	5" CONCRETE WALK AND DRIVEWAY	SF	7,041	$7.85	$55,271.85	$11.25	$79,211.25	$7.40	$52,103.40	$8.30	$58,440.30	$13.50	$95,053.50	$10.00	$70,410.00	$9.00	$63,369.00
150	5" CONCRETE PEDESTRIAN CURB RAMP	SF	296	$7.85	$2,323.60	$21.00	$6,216.00	$14.20	$4,203.20	$8.30	$2,456.80	$14.01	$4,146.96	$15.00	$4,440.00	$14.00	$4,144.00
151	TRUNCATED DOME PANEL	SF	39	$61.50	$2,398.50	$50.00	$1,950.00	$65.00	$2,535.00	$90.00	$3,510.00	$65.63	$2,559.57	$80.00	$3,120.00	$50.00	$1,950.00
152	CONCRETE CURB AND GUTTER, B618	LF	107	$20.35	$2,177.45	$38.35	$4,103.45	$32.80	$3,509.60	$27.00	$2,889.00	$40.86	$4,372.02	$50.00	$5,350.00	$35.00	$3,745.00
153	CONCRETE CURB, 6X12 (PLAYGROUND)	LF	782	$60.00	$46,920.00	$63.40	$49,578.80	$27.70	$21,661.40	$28.00	$21,896.00	$38.11	$29,802.02	$50.00	$39,100.00	$44.00	$34,408.00
154	(PLAZA)	LF	52	$60.00	$3,120.00	$74.75	$3,887.00	$18.00	$936.00	$28.00	$1,456.00	$13.39	$696.28	$70.00	$3,640.00	$20.00	$1,040.00
155	CONCRETE CURB, 18x4 (FENCE MAINTENANCE STRIP)	LF	322	$35.00	$11,270.00	$29.80	$9,595.60	$38.70	$12,461.40	$28.00	$9,016.00	$12.96	$4,173.12	$50.00	$16,100.00	$27.00	$8,694.00
156	CAST-IN-PLACE CONCRETE SEATING WALL	LF	180	$125.00	$22,500.00	$420.00	$75,600.00	$312.00	$56,160.00	$345.00	$62,100.00	$193.00	$34,740.00	$250.00	$45,000.00	$320.00	$57,600.00
157	FITTINGS	LF	203	$70.00	$14,210.00	$47.75	$9,693.25	$45.30	$9,195.90	$80.00	$16,240.00	$83.00	$16,849.00	$76.00	$15,428.00	$76.00	$15,428.00
158	FITTINGS	LF	468	$100.00	$46,800.00	$51.75	$24,219.00	$49.40	$23,119.20	$71.00	$33,228.00	$73.00	$34,164.00	$67.00	$31,356.00	$67.00	$31,356.00
159	8' CHAIN LINK FENCING - FABRIC, & FITTINGS	LF	60	$50.00	$3,000.00	$43.40	$2,604.00	$41.25	$2,475.00	$60.00	$3,600.00	$61.00	$3,660.00	$56.25	$3,375.00	$56.00	$3,360.00
160	12' CHAIN LINK FENCING - FABRIC & FITTINGS	LF	40	$100.00	$4,000.00	$83.25	$3,330.00	$79.25	$3,170.00	$114.00	$4,560.00	$118.00	$4,720.00	$108.00	$4,320.00	$108.00	$4,320.00
161	FITTINGS	LF	40	$150.00	$6,000.00	$137.00	$5,480.00	$130.50	$5,220.00	$225.00	$9,000.00	$233.00	$9,320.00	$213.00	$8,520.00	$210.00	$8,400.00
162	BASIN TRAIL - ADA DECOMPOSED GRANITE	SF	1,848	$10.00	$18,480.00	$24.00	$44,352.00	$4.56	$8,426.88	$15.00	$27,720.00	$16.00	$29,568.00	$20.00	$36,960.00	$18.00	$33,264.00
163	BASIN "DRY CREEKBED" - 8" TO 12" FIELDSTONE	CY	106	$320.00	$33,920.00	$370.00	$39,220.00	$244.00	$25,864.00	$245.00	$25,970.00	$441.00	$46,746.00	$300.00	$31,800.00	$270.00	$28,620.00
164	BASIN - +30" DIAM FIELD STONE BOULDERS	EA	52	$750.00	$39,000.00	$250.00	$13,000.00	$145.00	$7,540.00	$425.00	$22,100.00	$280.00	$14,560.00	$300.00	$15,600.00	$160.00	$8,320.00
165	LIMESTONE, LENGTHS VARY	EA	70	$900.00	$63,000.00	$750.00	$52,500.00	$388.00	$27,160.00	$425.00	$29,750.00	$1,750.00	$122,500.00	$800.00	$56,000.00	$400.00	$28,000.00
166	SITE FURNISHING - FIXED HOOP BASKETBALL SYSTEM	EA	4	$7,000.00	$28,000.00	$6,300.00	$25,200.00	$6,000.00	$24,000.00	$4,700.00	$18,800.00	$6,500.00	$26,000.00	$6,000.00	$24,000.00	$4,500.00	$18,000.00
167	SITE FURNISHING - 15' LONG PLAYERS BENCH	EA	4	$3,000.00	$12,000.00	$2,100.00	$8,400.00	$2,000.00	$8,000.00	$2,500.00	$10,000.00	$2,200.00	$8,800.00	$2,000.00	$8,000.00	$2,300.00	$9,200.00
168	SITE FURNISHING - PICKLEBALL NETTING SYSTEM	EA	1	$8,000.00	$8,000.00	$3,675.00	$3,675.00	$3,500.00	$3,500.00	$3,700.00	$3,700.00	$3,840.00	$3,840.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
169	SITE FURNISHING - TENNIS NETTING SYSTEM	EA	1	$10,000.00	$10,000.00	$3,675.00	$3,675.00	$3,500.00	$3,500.00	$4,000.00	$4,000.00	$3,800.00	$3,800.00	$3,500.00	$3,500.00	$3,700.00	$3,700.00
170	SITE FURNISHING - "GRG" 10" DIAM WOOD STUMPS	EA	24	$933.00	$22,392.00	$1,000.00	$24,000.00	$907.00	$21,768.00	$1,000.00	$24,000.00	$1,290.00	$30,960.00	$900.00	$21,600.00	$910.00	$21,840.00
171	ARCHWAY	EA	2	$14,902.00	$29,804.00	$15,750.00	$31,500.00	$17,806.00	$35,612.00	$16,000.00	$32,000.00	$18,340.00	$36,680.00	$20,000.00	$40,000.00	$15,000.00	$30,000.00
172	SEEDING	AC	5.9	$4,000.00	$23,600.00	$520.00	$3,068.00	$1,800.00	$10,620.00	$3,700.00	$21,830.00	$2,200.00	$12,980.00	$950.00	$5,605.00	$1,800.00	$10,620.00
173	SEED MIXTURE, PRAIRIE MOON DETENTION BASIN	LB	9.2	$150.00	$1,380.00	$106.00	$975.20	$111.00	$1,021.20	$90.00	$828.00	$22.00	$202.40	$155.75	$1,432.90	$111.00	$1,021.20
174	PRAIRIE	LB	13.6	$240.00	$3,264.00	$106.00	$1,441.60	$55.00	$748.00	$80.00	$1,088.00	$33.00	$448.80	$241.20	$3,280.32	$55.00	$748.00
175	TURF GRASS	LB	1,100.00	$7.20	$7,920.00	$6.75	$7,425.00	$6.00	$6,600.00	$6.00	$6,600.00	$5.50	$6,050.00	$5.10	$5,610.00	$6.00	$6,600.00
176	WATER FOR TURF ESTABLISHMENT	MGAL	749	$48.50	$36,326.50	$40.00	$29,960.00	$38.00	$28,462.00	$72.50	$54,302.50	$44.00	$32,956.00	$25.00	$18,725.00	$38.00	$28,462.00
177	EROSION CONTROL BLANKET, CATEGORY 30	SY	4,026	$3.00	$12,078.00	$3.00	$12,078.00	$2.12	$8,535.12	$3.10	$12,480.60	$2.70	$10,870.20	$1.70	$6,844.20	$2.12	$8,535.12
178	STRAW MULCH	TON	10	$1,000.00	$10,000.00	$312.00	$3,120.00	$450.00	$4,500.00	$1,260.00	$12,600.00	$274.00	$2,740.00	$775.00	$7,750.00	$450.00	$4,500.00
179	3" CAL. TREE - DECIDUOUS	EA	47	$750.00	$35,250.00	$845.00	$39,715.00	$988.00	$46,436.00	$850.00	$39,950.00	$840.00	$39,480.00	$800.00	$37,600.00	$990.00	$46,530.00
180	6' TALL TREE - CONIFEROUS	EA	22	$750.00	$16,500.00	$700.00	$15,400.00	$712.00	$15,664.00	$695.00	$15,290.00	$930.00	$20,460.00	$800.00	$17,600.00	$710.00	$15,620.00
181	DECIDUOUS SHRUB #5 CONT.	EA	132	$80.00	$10,560.00	$100.00	$13,200.00	$89.00	$11,748.00	$63.00	$8,316.00	$200.00	$26,400.00	$30.00	$3,960.00	$89.00	$11,748.00
182	PERENNIAL PLANT 1GAL	EA	72	$45.00	$3,240.00	$48.00	$3,456.00	$48.00	$3,456.00	$20.00	$1,440.00	$51.00	$3,672.00	$30.00	$2,160.00	$48.00	$3,456.00
183	JACK THICK WALL 24" RC PIPE	LF	134	$2,200.00	$294,800.00	$2,100.00	$281,400.00	$2,080.00	$278,720.00	$2,105.00	$282,070.00	$2,200.00	$294,800.00	$2,100.00	$281,400.00	$2,000.00	$268,000.00
184	JACK THICK WALL 30" RC PIPE	LF	155	$2,500.00	$387,500.00	$2,250.00	$348,750.00	$2,230.00	$345,650.00	$2,255.00	$349,525.00	$2,300.00	$356,500.00	$2,300.00	$356,500.00	$2,200.00	$341,000.00
185	DIP FITTINGS	LB	1,260	$14.75	$18,585.00	$0.10	$126.00	$21.00	$26,460.00	$25.00	$31,500.00	$18.00	$22,680.00	$11.00	$13,860.00	$26.00	$32,760.00
186	8" WATER MAIN VERTICAL OFFSET	EA	1	$2,000.00	$2,000.00	$9,000.00	$9,000.00	$4,600.00	$4,600.00	$4,860.00	$4,860.00	$1,170.00	$1,170.00	$7,500.00	$7,500.00	$10,000.00	$10,000.00
187	21" RC PIPE SEWER, CLASS 3, 0'-10' DEEP	LF	239	$78.00	$18,642.00	$78.00	$18,642.00	$64.00	$15,296.00	$68.00	$16,252.00	$81.00	$19,359.00	$100.00	$23,900.00	$60.00	$14,340.00
188	21" RC PIPE SEWER, CLASS 2, 10'-15' DEEP	LF	146	$90.00	$13,140.00	$170.00	$24,820.00	$74.00	$10,804.00	$76.00	$11,096.00	$98.00	$14,308.00	$100.00	$14,600.00	$76.00	$11,096.00
189	24" RC PIPE SEWER, CLASS 3, 0'-10' DEEP	LF	10	$120.00	$1,200.00	$62.00	$620.00	$67.00	$670.00	$74.00	$740.00	$113.00	$1,130.00	$120.00	$1,200.00	$81.00	$810.00
190	24" RC PIPE SEWER, CLASS 2, 10'-15' DEEP	LF	85	$145.00	$12,325.00	$68.00	$5,780.00	$82.00	$6,970.00	$83.00	$7,055.00	$100.00	$8,500.00	$120.00	$10,200.00	$129.00	$10,965.00
191	27" RC PIPE SEWER, CLASS 3, 0'-10' DEEP	LF	435	$160.00	$69,600.00	$90.00	$39,150.00	$90.00	$39,150.00	$108.00	$46,980.00	$100.00	$43,500.00	$135.00	$58,725.00	$94.00	$40,890.00
192	27" RC PIPE SEWER, CLASS 2, 10'-15' DEEP	LF	318	$185.00	$58,830.00	$125.00	$39,750.00	$100.00	$31,800.00	$130.00	$41,340.00	$114.00	$36,252.00	$135.00	$42,930.00	$142.00	$45,156.00
193	30" RC PIPE SEWER, CLASS 2, 10'-15' DEEP	LF	305	$225.00	$68,625.00	$115.00	$35,075.00	$110.00	$33,550.00	$155.00	$47,275.00	$137.00	$41,785.00	$145.00	$44,225.00	$149.00	$45,445.00
194	(STO-14)	EA	1	$5,500.00	$5,500.00	$6,200.00	$6,200.00	$5,800.00	$5,800.00	$5,700.00	$5,700.00	$6,800.00	$6,800.00	$10,000.00	$10,000.00	$7,000.00	$7,000.00
195	(STO-14)	EA	1	$7,000.00	$7,000.00	$7,775.00	$7,775.00	$7,210.00	$7,210.00	$7,500.00	$7,500.00	$8,300.00	$8,300.00	$12,000.00	$12,000.00	$8,000.00	$8,000.00
196	ADJ RINGS & I&I BARRIER	EA	5	$4,600.00	$23,000.00	$5,700.00	$28,500.00	$4,000.00	$20,000.00	$5,400.00	$27,000.00	$4,300.00	$21,500.00	$4,000.00	$20,000.00	$5,400.00	$27,000.00
197	SEPARATOR, 8' DEPTH, INCL SPECIAL CSTG, HDPE ADJ	EA	2	$14,000.00	$28,000.00	$20,250.00	$40,500.00	$21,000.00	$42,000.00	$19,000.00	$38,000.00	$18,000.00	$36,000.00	$20,000.00	$40,000.00	$17,000.00	$34,000.00
198	ADJ RINGS & I&I BARRIER	EA	4	$6,500.00	$26,000.00	$6,875.00	$27,500.00	$5,740.00	$22,960.00	$7,000.00	$28,000.00	$5,600.00	$22,400.00	$8,000.00	$32,000.00	$7,400.00	$29,600.00
199	SEPARATOR, 8' DEPTH, INCL SPECIAL CSTG, HDPE ADJ	EA	2	$20,000.00	$40,000.00	$26,075.00	$52,150.00	$25,300.00	$50,600.00	$23,000.00	$46,000.00	$22,300.00	$44,600.00	$30,000.00	$60,000.00	$18,000.00	$36,000.00
200	SPECIAL CSTG, HDPE ADJ RINGS & I&I BARRIER	EA	1	$14,500.00	$14,500.00	$19,150.00	$19,150.00	$14,300.00	$14,300.00	$8,000.00	$8,000.00	$14,800.00	$14,800.00	$15,000.00	$15,000.00	$23,000.00	$23,000.00
201	ADJ RINGS & I&I BARRIER	EA	1	$16,000.00	$16,000.00	$30,750.00	$30,750.00	$14,080.00	$14,080.00	$14,250.00	$14,250.00	$10,000.00	$10,000.00	$20,000.00	$20,000.00	$14,000.00	$14,000.00
202	8' DEPTH, INCL SPECIAL CSTG, HDPE ADJ RINGS & I&I	EA	1	$40,000.00	$40,000.00	$85,150.00	$85,150.00	$72,000.00	$72,000.00	$67,000.00	$67,000.00	$58,000.00	$58,000.00	$75,000.00	$75,000.00	$31,000.00	$31,000.00
203	CSTG, HDPE ADJ RINGS & I&I BARRIER	EA	1	$30,000.00	$30,000.00	$20,750.00	$20,750.00	$19,800.00	$19,800.00	$23,000.00	$23,000.00	$4,300.00	$4,300.00	$35,000.00	$35,000.00	$24,000.00	$24,000.00
204	4' DIA STRUCTURE OVERDEPTH	LF	37	$350.00	$12,950.00	$175.00	$6,475.00	$287.00	$10,619.00	$290.00	$10,730.00	$435.00	$16,095.00	$300.00	$11,100.00	$380.00	$14,060.00
205	STRUCTURE OVERDEPTH	LF	5	$1,000.00	$5,000.00	$1.00	$5.00	$160.00	$800.00	$250.00	$1,250.00	$290.00	$1,450.00	$500.00	$2,500.00	$1,600.00	$8,000.00
206	5' DIA STRUCTURE OVERDEPTH	LF	21	$500.00	$10,500.00	$275.00	$5,775.00	$392.00	$8,232.00	$400.00	$8,400.00	$550.00	$11,550.00	$800.00	$16,800.00	$500.00	$10,500.00
207	STRUCTURE OVERDEPTH	LF	8	$750.00	$6,000.00	$1.00	$8.00	$160.00	$1,280.00	$250.00	$2,000.00	$290.00	$2,320.00	$1,000.00	$8,000.00	$1,800.00	$14,400.00

208	5' DIA STRUCTURE WITH SAFL BAFFLE OVERDEPTH	LF	10	$500.00	$5,000.00	$275.00	$2,750.00	$392.00	$3,920.00	$450.00	$4,500.00	$550.00	$5,500.00	$800.00	$8,000.00	$500.00	$5,000.00
209	8' DIA STRUCTURE OVERDEPTH	LF	8	$1,200.00	$9,600.00	$925.00	$7,400.00	$1,075.00	$8,600.00	$1,000.00	$8,000.00	$1,000.00	$8,000.00	$1,200.00	$9,600.00	$910.00	$7,280.00
210	OVERDEPTH	LF	11	$2,400.00	$26,400.00	$1.00	$11.00	$450.00	$4,950.00	$250.00	$2,750.00	$290.00	$3,190.00	$1,200.00	$13,200.00	$3,200.00	$35,200.00
211	9' DIA STRUCTURE WITH WEIR OVERDEPTH	LF	3	$1,575.00	$4,725.00	$1,200.00	$3,600.00	$1,430.00	$4,290.00	$1,350.00	$4,050.00	$1,340.00	$4,020.00	$3,000.00	$9,000.00	$1,300.00	$3,900.00
212	27" RC PLUG	EA	4	$600.00	$2,400.00	$275.00	$1,100.00	$400.00	$1,600.00	$350.00	$1,400.00	$700.00	$2,800.00	$500.00	$2,000.00	$260.00	$1,040.00
213	30" RC PLUG	EA	1	$650.00	$650.00	$300.00	$300.00	$450.00	$450.00	$360.00	$360.00	$720.00	$720.00	$800.00	$800.00	$270.00	$270.00
214	21" RC FLARED END SECTION	EA	4	$1,200.00	$4,800.00	$1,150.00	$4,600.00	$1,600.00	$6,400.00	$1,200.00	$4,800.00	$1,430.00	$5,720.00	$2,200.00	$8,800.00	$3,100.00	$12,400.00
215	24" RC FLARED END SECTION	EA	1	$1,500.00	$1,500.00	$1,625.00	$1,625.00	$2,100.00	$2,100.00	$1,800.00	$1,800.00	$1,950.00	$1,950.00	$3,000.00	$3,000.00	$3,400.00	$3,400.00
216	27" RC FLARED END SECTION	EA	4	$2,200.00	$8,800.00	$1,475.00	$5,900.00	$1,900.00	$7,600.00	$1,500.00	$6,000.00	$6,000.00	$24,000.00	$4,500.00	$18,000.00	$11,000.00	$44,000.00
217	30" RC FLARED END SECTION	EA	1	$2,800.00	$2,800.00	$1,250.00	$1,250.00	$1,700.00	$1,700.00	$1,300.00	$1,300.00	$8,200.00	$8,200.00	$5,000.00	$5,000.00	$11,000.00	$11,000.00
218	RIPRAP, CLASS II	CY	56	$65.00	$3,640.00	$110.00	$6,160.00	$88.00	$4,928.00	$160.00	$8,960.00	$137.00	$7,672.00	$80.00	$4,480.00	$130.00	$7,280.00
219	RIPRAP, CLASS III	CY	90	$78.00	$7,020.00	$100.00	$9,000.00	$88.00	$7,920.00	$160.00	$14,400.00	$116.00	$10,440.00	$80.00	$7,200.00	$130.00	$11,700.00
220	UNDERGROUND INFILTRATION SYSTEM	LS	1	$1,000,000.00	$1,000,000.00	$510,000.00	$510,000.00	$600,000.00	$600,000.00	$625,000.00	$625,000.00	$830,000.00	$830,000.00	$480,000.00	$480,000.00	$746,000.00	$746,000.00
221	6" PVC DRAIN TILE	LF	1,116	$60.00	$66,960.00	$18.00	$20,088.00	$22.50	$25,110.00	$16.00	$17,856.00	$22.00	$24,552.00	$40.00	$44,640.00	$72.00	$80,352.00
222	6" PVC CLEANOUT	EA	18	$450.00	$8,100.00	$350.00	$6,300.00	$350.00	$6,300.00	$375.00	$6,750.00	$917.00	$16,506.00	$1,500.00	$27,000.00	$730.00	$13,140.00
TOTAL PART 6 - PARK IMPROVEMENTS					**$4,736,918.90**		**$3,351,221.40**		**$3,126,503.55**		**$3,474,359.40**		**$3,797,100.04**		**$3,797,150.24**		**$4,314,009.14**
Alternate Bid 1 - (PARK IMPROVEMENTS)																	
223	PLANTING	SF	23000	$5.00	$115,000.00	$3.40	$78,200.00	$2.86	$65,780.00	$3.75	$86,250.00	$3.30	$75,900.00	$5.00	$115,000.00	$6.00	$138,000.00
224	SEEDING	AC	-0.53	$4,000.00	($2,120.00)	$520.00	($275.60)	$1,130.00	($598.90)	$3,700.00	($1,961.00)	$2,200.00	($1,166.00)	$500.00	($265.00)	$1,800.00	($954.00)
225	SEED MIXTURE, PRAIRIE MOON DETENTION BASIN	LB	-5	$150.00	($750.00)	$106.00	($530.00)	$275.00	($1,375.00)	$90.00	($450.00)	$10.00	($50.00)	$65.00	($325.00)	$111.00	($555.00)
TOTAL Alternate Bid 1 - (PARK IMPROVEMENTS)					**$112,130.00**		**$77,394.40**		**$63,806.10**		**$83,839.00**		**$74,684.00**		**$114,410.00**		**$136,491.00**

TOTAL PART 1 - GENERAL	**$626,903.00**	**$171,743.00**	**$379,881.17**	**$180,386.50**	**$485,523.10**	**$519,364.40**	**$324,911.17**
TOTAL PART 2-RIGHT-OF-WAY SANITARY SEWER	**$560,397.50**	**$474,092.50**	**$528,947.50**	**$465,276.25**	**$484,080.00**	**$619,835.25**	**$623,040.60**
TOTAL PART 3 -RIGHT-OF-WAY WATERMAIN	**$818,222.50**	**$762,161.50**	**$726,510.00**	**$713,295.00**	**$898,637.00**	**$861,910.00**	**$922,642.20**
TOTAL PART 4 -RIGHT-OF0WAY STORM SEWER	**$939,521.50**	**$681,433.00**	**$772,114.00**	**$793,341.00**	**$757,092.00**	**$790,609.00**	**$811,272.00**
TOTAL PART 5 - RIGHT -OF-WAY STREETS	**$1,811,456.00**	**$1,696,537.05**	**$1,711,060.10**	**$1,741,837.90**	**$1,908,482.97**	**$1,783,596.20**	**$1,964,377.70**
TOTAL PART 6 - PARK IMPROVEMENTS	**$4,736,918.90**	**$3,351,221.40**	**$3,126,503.55**	**$3,474,359.40**	**$3,797,100.04**	**$3,797,150.24**	**$4,314,009.14**
TOTAL BASE BID	**$9,493,419.40**	**$7,137,188.45**	**$7,245,016.32**	**$7,368,496.05**	**$8,330,915.11**	**$8,372,465.09**	**$8,960,252.81**
TOTAL Alternate Bid 1 - (PARK IMPROVEMENTS)	**$112,130.00**	**$77,394.40**	**$63,806.10**	**$83,839.00**	**$74,684.00**	**$114,410.00**	**$136,491.00**
TOTAL ALTERNATE BID	**$112,130.00**	**$77,394.40**	**$63,806.10**	**$83,839.00**	**$74,684.00**	**$114,410.00**	**$136,491.00**
TOTAL BASE BID + ALTERNATE BID	**$9,605,549.40**	**$7,214,582.85**	**$7,308,822.42**	**$7,452,335.05**	**$8,405,599.11**	**$8,486,875.09**	**$9,096,743.81**
Contractor		McNamara Contracting Inc	Northwest Asphalt Inc	Northern Lines Contracting	S.M. Hentges & Sons, Inc.	Ryan Contracting Co.	Kuechle Underground, Inc.
Address		16700 Chippendale Avenue	1451 Stagecoach Road	11039 Lamont Ave NE	650 Quaker Ave	PO Box 246	10998 State Highway 55
Address		Rosemount, MN 55068	Shakopee, MN 55379	Hanover, MN 55341	Jordan, MN 55352	Elko, MN 55020	Kimball, MN 55353
Phone		651-322-5500	952-445-1003	952-807-3322	952-492-5700	952-894-3200	320-398-8888
Representative		Mike McNamara	Mike Pfeiffer	Brady Enright	Nathan Hentges	Thomas J Ryan	Jerome E Kuechle
Title		President	President		Business Director	President	President
Bid Bond		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%

ITEM: 4.R.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:
Approve playground equipment/installation purchase orders for Project 2026-116, Neighborhood Parks Improvements (2023 Parks Bond Referendum)

1. Purchase order with Landscape Structures, Inc., for playground equipment and with Sawtooth Holdings, Inc., d/b/a Flagship Recreation, for installation for Hagemeister Park
2. Purchase orders with PlayPower LT Farmington, Inc., for Cedar Knolls, Findlay, Fred J. Largen, Longridge, and Wallace Parks
3. Purchase order with St. Croix Recreation Fun Playgrounds, Inc., for Tintah Park

Staff Contact:	**Department / Division:**
Eric Carlson, Parks and Recreation Director	Parks and Recreation

Action Requested:
Approve playground equipment/installation purchase orders for Project 2026-116, Neighborhood Parks Improvements (2023 Parks Bond Referendum)

1. Purchase order with Landscape Structures, Inc., for playground equipment and with Sawtooth Holdings, Inc., d/b/a Flagship Recreation, for installation for Hagemeister Park
2. Purchase orders with PlayPower LT Farmington, Inc., for Cedar Knolls, Findlay, Fred J. Largen, Longridge, and Wallace Parks
3. Purchase order with St. Croix Recreation Fun Playgrounds, Inc., for Tintah Park

Summary:
A cornerstone of the 2023 Parks Bond Referendum is to make improvements to Apple Valley's neighborhood parks. In 2026, improvements will be made to 15 parks. In order to obtain better bidding results, we are splitting the construction into two phases, and the parks listed below are all part of Bid Package One and associated with Project 2026-116, Neighborhood Parks Improvements. As a central part of the improvements, the following playground equipment and installation need to be ordered:

Park	Vendor	Equipment Brand	Color	Price (Equipment & Installation)
Cedar Knolls	PlayPower LT Farmington (Northland Recreation)	Little Tikes	Neon	$169,109.80
Hagemeister	Landscape Structures & Flagship Recreation	Landscape Structures	Neon	$86,499.91

Findlay	PlayPower LT Farmington (Northland Recreation)	Little Tikes	Bright Traditional	$86,500.00
Largen	PlayPower LT Farmington (Northland Recreation)	Little Tikes	Neon	$86,500.00
Longridge	PlayPower LT Farmington (Northland Recreation)	Little Tikes	Neon	$86,500.00
Tintah	St. Croix Recreation	Burke	Neon	$86,500.00
Wallace	PlayPower LT Farmington (Northland Recreation)	Little Tikes	Natural	$86,500.00

*The eighth and ninth parks undergoing construction as part of Bid Package One are Apple Valley East Park and Faith Park. Neither park is reflected in the list above because playground equipment for Apple Valley East Park was already purchased in 2025 and playground equipment at Faith Park is still within its useful life and remains in good condition.

The City hired HKGi to solicit quotes for playground equipment from a variety of vendors for the above-listed parks. The HGKi team also created surveys for residents to select their preferred playground equipment and choose their desired color scheme. The purchase orders and corresponding renderings presented in this agenda item directly reflect the choices made by residents for their neighborhood playgrounds.

The City is purchasing this equipment/installation from Landscape Structures/Flagship Recreation and St. Croix Recreation through the State Purchasing Contract and from PlayPower LT through the Sourcewell Purchasing Cooperative. Demolition, site preparation, and additional improvements at these parks will be done through a separate project, which is currently out for 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, 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:

1. Purchase Order - Cedar Knolls Park
2. Purchase Order - Hagemeister Park
3. Purchase Order - Findlay Park
4. Purchase Order - Largen Park
5. Purchase Order - Longridge Park
6. Purchase Order - Tintah Park
7. Purchase Order - Wallace Park

PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
(651) 815-4097 (phone)
(414) 395-8538 (fax)

Bill To: City of Apple Valley

14603 Hayes Rd
Apple valley, MN 55124
Contact Name: Eric Carlson
Contact Phone: 952-953-2300
Contact Email:
eric.carlson@applevalleymn.gov

Project Name & Location:

Cedar Knolls Park
7094 127th St West
Apple valley, MN 55124

Ship To Address:

Same

Quote Date: 9/2/25
Valid For: 60 Days

Sourcewell Contract # 33405 - Apple Valley
Contract # 101625 - Play Power, Inc.

Qty	Description	Unit Price	Total
1	Little Tikes Custom Accessible Kid Builder Playstructure Includes: Swings, Wobble Sphere, Stand & Spin, Jackhammer, Silo Climber and Tire Climb List price $139,715.00		$97,800.50
1	280 cubic yards of new woodfiber resilient surfacing and 7 swing and slide rubber mats. Installed		$16,266.00
535	Sq.ft of Poured in Place rubber resilient surfacing as shown on the plan with class 5 base. 2 Locations.		$19,157.00
1	Installation of new play equipment.		$35,886.30

Notes:

Totals:

Equipment List:	$97.800.50
Products by Other:	$35,423.00
Installation:	$35,886.30
Estimated Sales Tax*:	Exempt
Freight:	Included
Grand Total:	$169,109.80

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 96.69% recycled content
This playground qualifies for 2 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted by: City of Apple Valley

Clint Hooppaw, Mayor	**Christina M. Scipioni, City Clerk**	**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date:_____

_____

_____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

memo

Northland Recreation LLC

10085 Bridgewater Bay, Woodbury MN 55129

To: City of Apple Valley

From: Mike Dorsey – Northland Recreation LLC

Jordan Hedlund - HKGi

Date: 3/4/2026

Re: Playground Proposal for Cedar Knolls Park

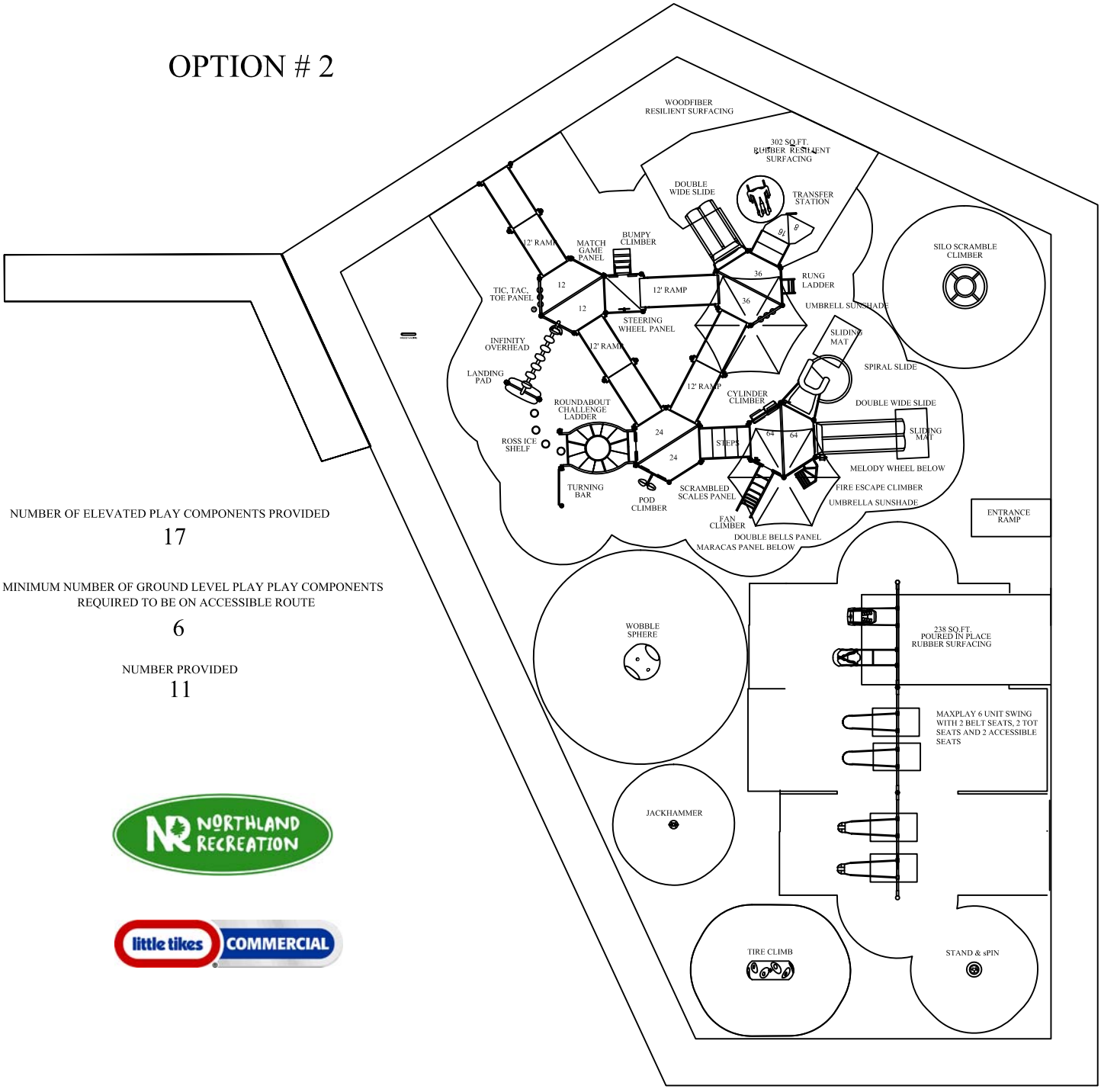
Comments: This note is to confirm that upon completion of the playground installation at the above park, Northland Recreation and/or their installer will perform a walk-through audit of the playground prior to the final payment request.

Also, Northland Recreation, it's installer, and Play Power LT will provide MN IC134s prior to final payment.

CEDAR KNOLLS PARK

APPLE VALLEY, MN

OPTION # 2



NUMBER OF ELEVATED PLAY COMPONENTS PROVIDED

17

MINIMUM NUMBER OF GROUND LEVEL PLAY PLAY COMPONENTS REQUIRED TO BE ON ACCESSIBLE ROUTE

6

NUMBER PROVIDED

11

NORTHLAND RECREATION

little tikes COMMERCIAL



State Contract #218091

PROJECT INFORMATION

Hagemeister Park

13000 Johnny Cake Ridge Rd

Apple Valley, MN 55124

Contract Year: 2026

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description		Price		Ext Price
1	111228A	Square Tenderdeck	$	1,474.00	$	1,474.00
1	111231A	Triangular Tenderdeck	$	1,137.00	$	1,137.00
4	111403L	174"Steel Post For Roof DB	$	597.00	$	2,388.00
2	111404D	124"Alum Post DB	$	510.00	$	1,020.00
1	111404E	116"Alum Post DB	$	444.00	$	444.00
2	111404M	148"Steel Post DB	$	510.00	$	1,020.00
1	111404N	140"Steel Post DB	$	444.00	$	444.00
1	111404O	132"Steel Post DB	$	423.00	$	423.00
1	116244A	Pipe Barrier Above Deck	$	893.00	$	893.00
1	118110A	Square Poly Roof Custom Logo Panels	$	1,846.00	$	1,846.00
1	121949A	Tri-Deck Kick Plate 8"Rise	$	240.00	$	240.00
2	122197A	90* Triangular Tenderdeck	$	1,239.00	$	2,478.00
1	123337A	Single Slide 40"Dk DB	$	2,239.00	$	2,239.00
1	124863E	SlideWinder2 64"Dk DB 3 Left	$	4,355.00	$	4,355.00
1	145108C	Manta Ray Climber w/Perm Handholds 64"Dk DB Only Betwe	$	8,155.00	$	8,155.00
1	148426B	Firepole Perm Handholds 56"Dk DB	$	1,127.00	$	1,127.00
1	152907A	Deck Link w/Barriers Steel end panels 1 Step	$	1,989.00	$	1,989.00
1	152911B	Curved Transfer Module Left 40"Dk DB	$	3,958.00	$	3,958.00
1	176079A	Sunbeam Climber	$	2,545.00	$	2,545.00
1	345278A	Hole Panel	$	867.00	$	867.00
1	345311C	Cliff Climber 64"Dk DB	$	3,060.00	$	3,060.00
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height	$	179.00	$	358.00
1	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height	$	500.00	$	500.00
1	177332A	Single Post Swing Frame 8' Beam Height Only DB Only	$	1,744.00	$	1,744.00
1	177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only	$	1,295.00	$	1,295.00
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains fc	$	1,219.00	$	1,219.00
1	194663A	ZipKrooz 34' w/Aluminum Posts DB	$	17,039.00	$	17,039.00
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	$	-	$	-

Total Equipment Cost at State Contract Pricing **$ 64,257.00**

Date 3/9/2026
Expires 3/19/2026
Quote: City of Apple Valley
Contact: Eric Carlson, Parks and Recreation Director
Phone: 952-953-2310
Email: eric.carlson@applevalleymn.gov

Ship To:	Please Make PO's & Contracts Out To:
Hagemeister Park	Landscape Structures, Inc.
13000 Johnny Cake Ridge Rd	601 7th St. S
Apple Valley, MN 55124	Delano, MN 55328
Bill To:	**Please Remit Payment To:**
City of Apple Valley	Landscape Structures, Inc.
7100 147th Street W	SDS 12-0395 PO Box 86
Apple Valley, MN 55124	Minneapolis, MN 55486-0395

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
1	EQUIPMENT	Hagemeister Park ,EM706HP378446090		$64,257.00
1	DISCOUNT	State Contract #218091	6.00%	($3,855.42)
0	BONDING	Payment & Performance Bonds		Not Included

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

CITY OF APPLE VALLEY

By: _____

Clint Hooppaw, Mayor Date

By: _____

Christina M. Scipioni, City Clerk Date

Acceptance of Quotation:

Accepted By (Print)	Eric Carlson, Parks and Recreation Director	
Signature:	See above.	**Date:**
	Purchase Amount:	**$61,001.58**

landscape structures

Date 3/9/2026
Expires 3/19/2026
Quote: City of Apple Valley
Contact: Eric Carlson, Parks and Recreation Director
Phone: 952-953-2310
Email: eric.carlson@applevalleymn.gov

Ship To:	Please Make PO's & Contracts Out To:
Hagemeister Park	Flagship Recreation
13000 Johnny Cake Ridge Rd	11123 Upper 33rd St. N
Apple Valley, MN 55124	Lake Elmo, MN 55042
Bill To:	**Please Remit Payment To:**
City of Apple Valley	Flagship Recreation
7100 147th Street W	11123 Upper 33rd St. N
Apple Valley, MN 55124	Lake Elmo, MN 55042

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Hagemeister Park ,EM706HP378446090		
1	MOB	Mobilization	$750.00	$750.00
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	$750.00	$750.00
0	SITE WORK	Excavation (new container)	Per Quote	By Owner
		-Must be provided at 12" hold down from surrounding top of concrete		
0	BORDER	Concrete Curb Border	Per Quote	By Owner
0	SUBGRADE	Drain Tile & Installation	Per Quote	By Owner
		-Must be installed within 4' of perimeter to avoid footing and safety zone conflicts		
1	INSTALL	Playground Installation by Landscape Structures Certified Installers	22.31%	$13,474.14
		-Standard Wages		
		-Proof of IC134 submittal to the State of MN required		
		-Includes MN State Contract audit upon completion of installation		
164	SURFACING	Engineered Wood Fiber (EWF) & Installation	$45.00	$7,380.00
6	WEAR MAT	Swing & Slide Wear Mats	Per Quote	$1,504.08
		-Installed AFTER the EWF sufacing		
1	DISCOUNT	State Contract #218091	5.00%	($54.32)
500	RESTORE	Restoration (SF)	Per Quote	$190.30
		-Hydroseed Disturbed Areas		
0	BONDING	Payment & Performance Bonds		Not Included
			Subtotal	**$23,994.20**
			Freight	**$1,504.14**
			Sales Tax	**Tax Exempt**
			Total	**$25,498.33**

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

CITY OF APPLE VALLEY

By: _____

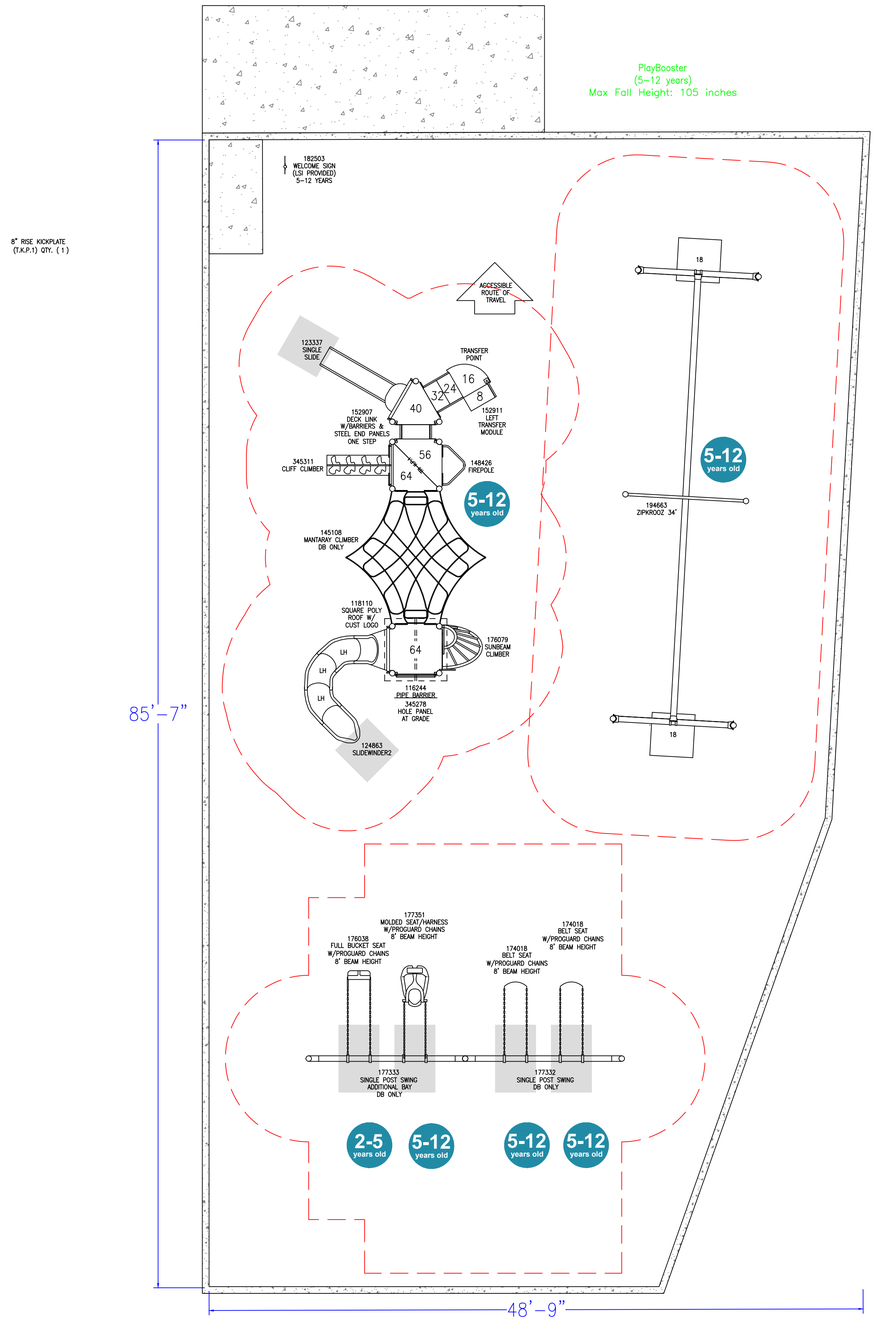
Clint Hooppaw, Mayor Date

By: _____

Christina M. Scipioni, City Clerk Date

Acceptance of Quotation:

Accepted By (Print)	
Signature: See above.	**Date:**
	Purchase Amount: $25,498.33



CONTAINER DETAILS	
TOTAL CONTAINER AREA	3784 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	3784 SF
TOTAL WEAR MATS	(4) 3x5 SWING, (2) 40"x40" SLIDE
TOTAL PERIMETER	256 LF
EDGING TYPE	CONCRETE CURB, BY OWNER
FINISH GRADE	TOP OF CURB
MAX FALL HEIGHT	105"

*SITE PREPARATION REQUIREMENTS:

- Owner to provide a minimum 6' wide approved site access path to container and protection of this access route.
- Playground plan is based on ideal soil conditions. If there are concerns about the soils being suitable, it is recommended that the owner provide a geotechnical report of the site.
- Maximum of 1% grade change across the container.
- Owner installed drain tile to be within 4' of container perimeter.
- Drain tile by Flagship Recreation accounts for water within the container and does not account for run off from the surrounding flatwork, landscaping, buildings, etc.
- If owner installed border, drain tile stub to be provided.
- Owner to provide an accessible route to container.
- Minimum container size needed denotes the inside of the curb dimension.

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	0	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED 0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	1	REQUIRED 0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	1	REQUIRED 1

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	6	
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	4	REQUIRED 3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED 2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED 3

SCALE IN FEET:

0' 5' 10' 20'

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

landscape structures

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

Hagemeister Park

13000 Johnny Cake Ridge Rd
Apple Valley, MN 55124

SALES REPRESENTATIVE:
Emily Maloney

DESIGNED BY:
JLZT
12/10/25

3/16" = 1'-0"

SHEET
LS101

C:\Users\Jaqui\Thunberg\Flagship Recreation\Flagship Recreation - Documents\2026 Planning\Emily\Apple Valley - Hagemeister Park\2025.12.10 Revised Layout\AV Hagemeister Park 121025.dwg



Hagenmeister Park - Color Opt 1

AV HagemeisterPark 121025 • 12.10.2025

© 2025 Landscape Structures. All Rights Reserved

PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
(651) 815-4097 (phone)
(414) 395-8538 (fax)

Bill To: City of Apple Valley
Contact Name: Eric Carlson
Contact Phone: 952-953-2300
Contact Email:
eric.carlson@applevalleymn.gov

Project Name & Location:
Findlay Park
12997 Findlay Way
Apple Valley, MN 55124

Ship To Address:
Same

Quote Date: 3/3/26
Valid For: 60 Days

Sourcewell Contract # 33405 - Apple Valley
Contract # 101625 - Play Power, Inc.

Qty	Description	Unit Price	Total
1	Little Tikes Custom Kid Builder with NRG HUB, Hogs Back, Four Tikes of Steel Climber and Swings.		$53,278.55
165	Cubic yards of woodfiber resilient surfacing installed Includes 5 rubber swing and slide mats.		$10,387.50.
1	Installation of Little Tikes play equipment.		$22,833.95

Notes:

Totals:

Equipment List:	$53,278.55
Products by Other:	$10,387.50
Installation:	$22,833.95
Estimated Sales Tax*:	
Freight:	Included
Grand Total:	$86,500.00

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 96.69% recycled content
This playground qualifies for 2 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.
Submitted by: City of Apple Valley

Clint Hooppaw, Mayor	**Christina M. Scipioni, City Clerk**	**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date:_____

_____

_____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

memo

Northland Recreation LLC

10085 Bridgewater Bay, Woodbury MN 55129

To: City of Apple Valley

From: Mike Dorsey – Northland Recreation LLC

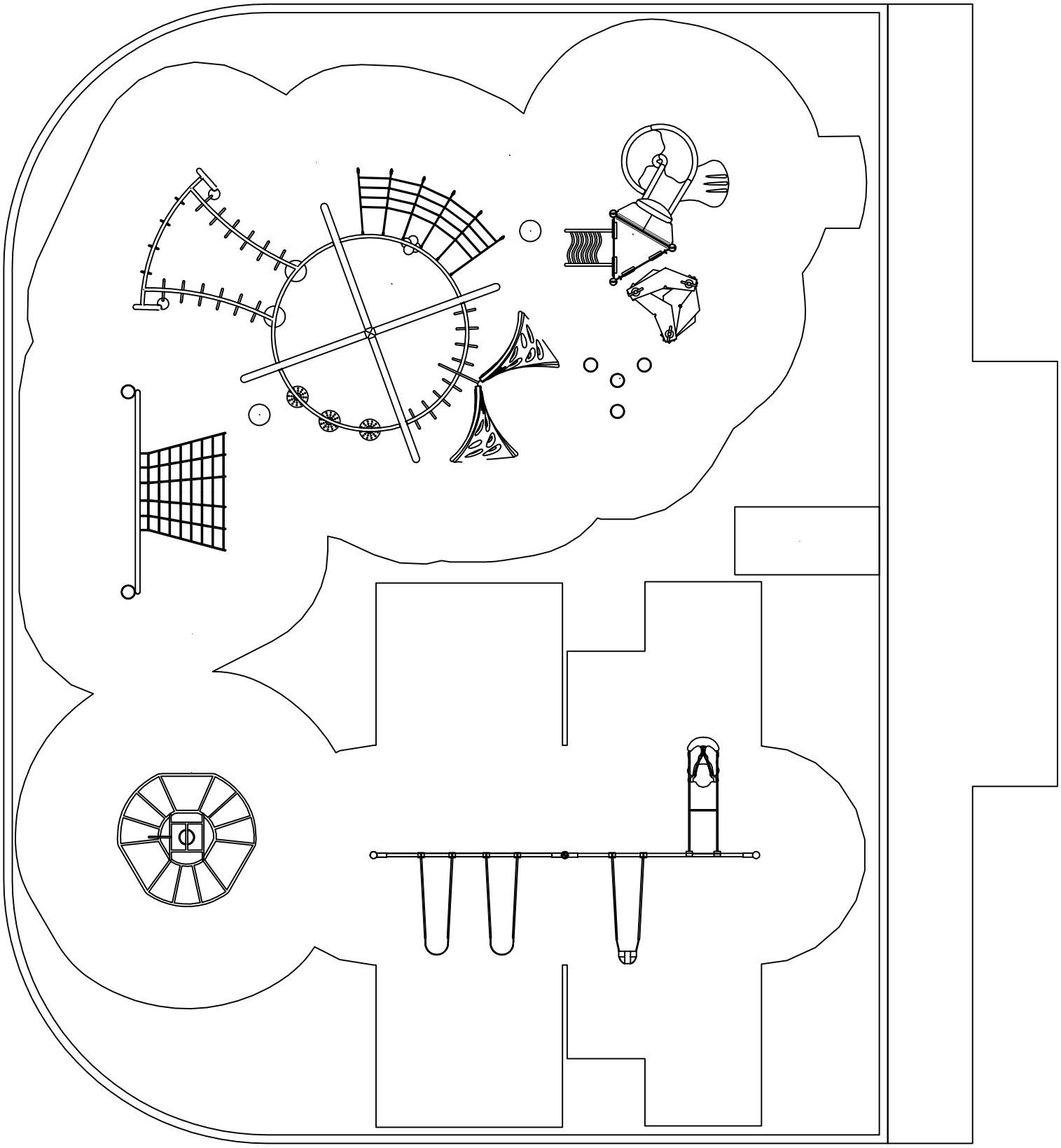
Jordan Hedlund - HKGi

Date: 3/4/2026

Re: Playground Proposal for Findlay Park

Comments: This note is to confirm that upon completion of the playground installation at the above park, Northland Recreation and/or their installer will perform a walk-through audit of the playground prior to the final payment request.

Also, Northland Recreation, it's installer, and Play Power LT will provide MN IC134s prior to final payment.





PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
(651) 815-4097 (phone)
(414) 395-8538 (fax)

Bill To: City of Apple Valley
14603 Hayes Rd
Apple valley, MN 55124
Contact Name: Eric Carlson
Contact Phone: 952-953-2300
Contact Email:
eric.carlson@applevalleymn.gov

Project Name & Location:
Fred J. Largen Park
7350 142nd St
Apple Valley, MN 55124

Ship To Address:
Same

Quote Date: 9/12/25
Valid For: 60 Days

Sourcewell Contract # 33405 - Apple Valley
Contract # 101625 - Play Power, Inc.

Qty	Description	Unit Price	Total
1	Little Tikes Custom Kid Builder Play Structure. Includes Swings, Calvin's Apple and Friendly Fence, List price $76,705.00		$49,858.25
175 cy's	Woodfiber resilient surfacing and 6 rubber swing and slide mats.		$10,075.00
1	Installation of play equipment.		$26,566.75

Notes:

Totals:

Equipment List:	$49,858.25
Products by Other:	$10,075.00
Installation:	$26,566.75
Estimated Sales Tax*:	
Freight:	included
Grand Total:	$86,500.00

Make Purchase Orders Out To:

Make Checks Payable To:

PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 96.69% recycled content
This playground qualifies for 2 LEED point(s)

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CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.
Submitted by: City of Apple Valley

Clint Hooppaw, Mayor	**Christina M. Scipioni, City Clerk**	**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date:_____
_____
_____

ADDITIONAL TERMS & CONDITIONS OF SALE

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7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

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memo

Northland Recreation LLC

10085 Bridgewater Bay, Woodbury MN 55129

To: City of Apple Valley

From: Mike Dorsey – Northland Recreation LLC

Jordan Hedlund - HKGi

Date: 3/4/2026

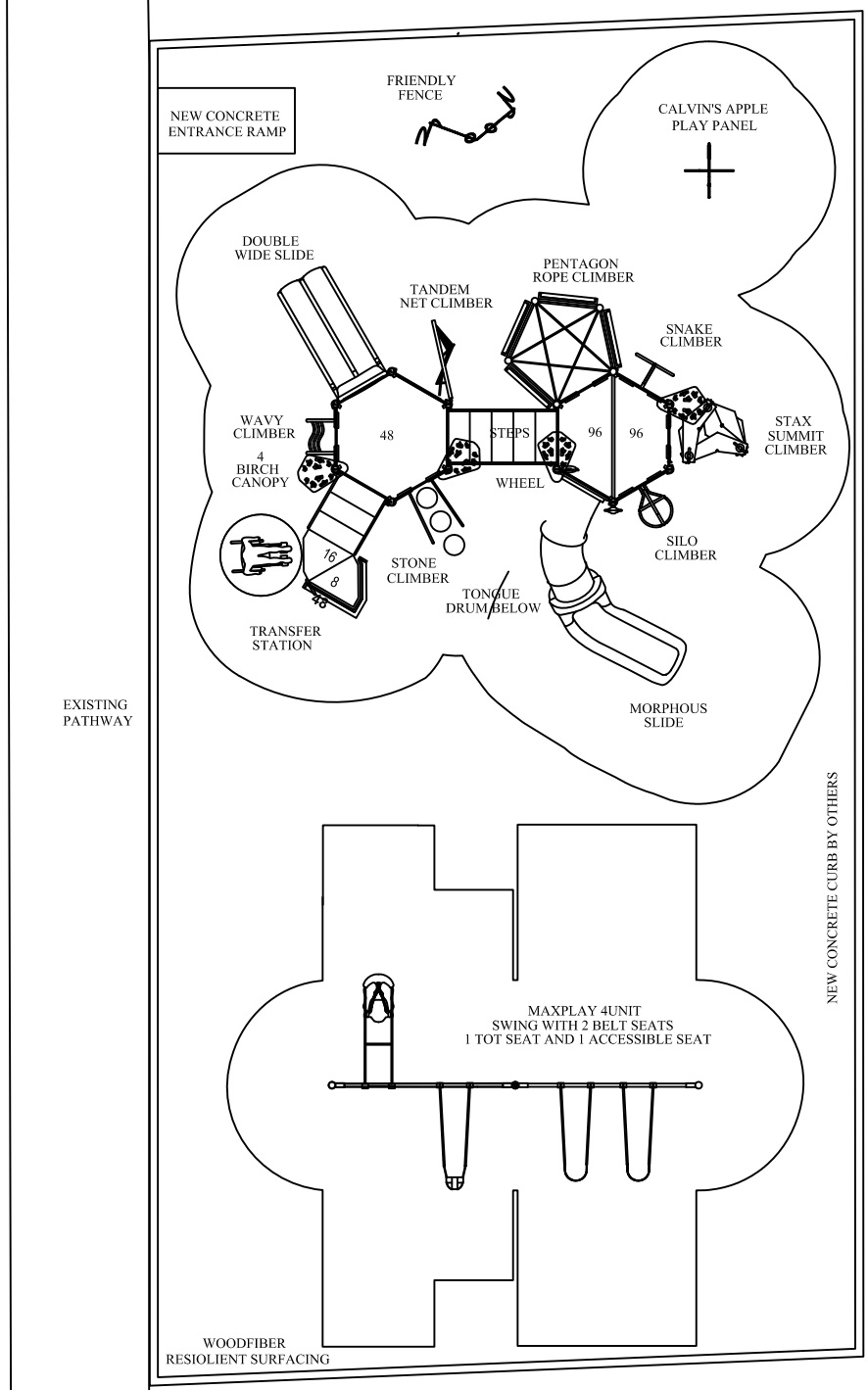
Re: Playground Proposal for Fred Largen Park

Comments: This note is to confirm that upon completion of the playground installation at the above park, Northland Recreation and/or their installer will perform a walk-through audit of the playground prior to the final payment request.

Also, Northland Recreation, it's installer, and Play Power LT will provide MN IC134s prior to final payment.

FRED J. LARGEN PARK

APPLE VALLEY, MN



NUMBER OF ELEVATED PLAY COMPONENTS PROVIDED

9

MINIMUM NUMBER OF GROUND-LEVEL PLAY COMPONENTS REQUIRED TO BE ON ACCESSIBLE ROUTE

3

NUMBER OF PLAY COMPONENTS PROVIDED

5



PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
(651) 815-4097 (phone)
(414) 395-8538 (fax)

Bill To: City of Apple Valley
14603 Hayes Rd
Apple valley, MN 55124
Contact Name: Eric Carlson
Contact Phone: 952-953-2300
Contact Email:
eric.carlson@applevalleymn.gov

Project Name & Location:
Longridge Park
15756 Hayes Trai
Apple Valley, MN 55124

Ship To Address:
Same

Quote Date: 9/12/25
Valid For: 60 Days

Sourcewell Contract # 33405 - Apple Valley
Contract # 101625 - Play Power, Inc.

Qty	Description	Unit Price	Total
1	Little Tikes Custom Kid Builder Play Structure. Includes Swings, NRG, Solo Spinner, Stand & Spin and Giants Causeway. List price $75,717.00		$49,216.05
190 cy's	Woodfiber resilient surfacing and 7 rubber swing and slide mats.		$11,006.25
1	Installation of play equipment.		$26,277.70

Notes:

Totals:

Equipment List:	$49,216.05
Products by Other:	$11,006.25
Installation:	$26,277.70
Estimated Sales Tax*:	
Freight:	included
Grand Total:	$86,500.00

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
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Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
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COMMENTS:

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This playground qualifies for 2 LEED point(s)

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Submitted by: City of Apple Valley

Clint Hooppaw, Mayor	**Christina M. Scipioni, City Clerk**	**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date:_____

_____

_____

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2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

memo

Northland Recreation LLC

10085 Bridgewater Bay, Woodbury MN 55129

To: City of Apple Valley

From: Mike Dorsey – Northland Recreation LLC

Jordan Hedlund - HKGi

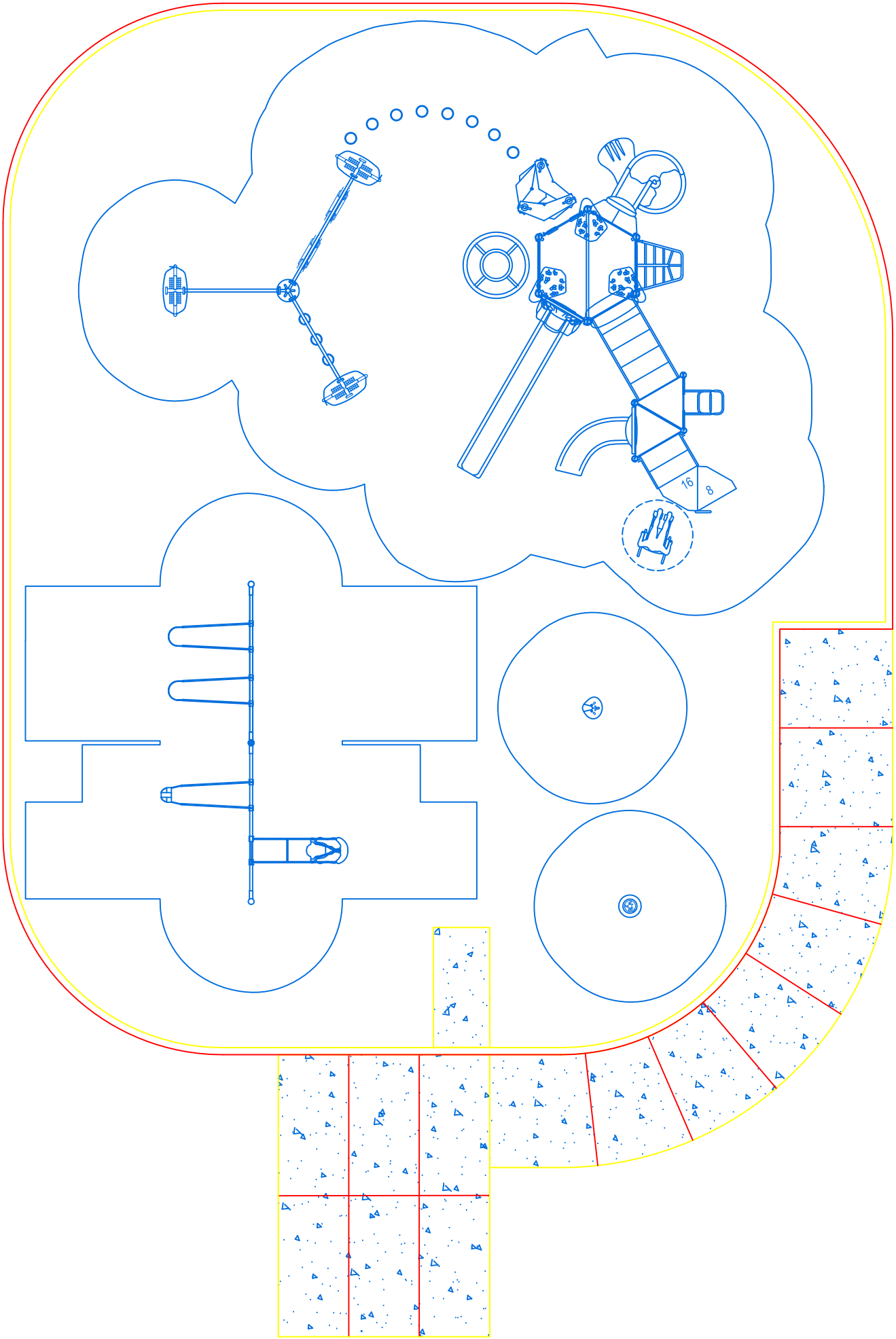
Date: 3/4/2026

Re: Playground Proposal for Longridge Park

Comments: This note is to confirm that upon completion of the playground installation at the above park, Northland Recreation and/or their installer will perform a walk-through audit of the playground prior to the final payment request.

Also, Northland Recreation, it's installer, and Play Power LT will provide MN IC134s prior to final payment.

LONGRIDGE PARK





St. Croix Recreation Fun Playgrounds INC.
1826 Tower Dr W
Stillwater, MN 55082-7597 USA
6514301247
hannah@stcroixrec.com

Estimate

ESTIMATE # 7912
DATE 03/19/2026
EXPIRATION DATE 04/02/2026

ADDRESS
City of Apple Valley
Accounts Payable
7100 147th St. W.
Apple Valley, MN 55124

SHIP TO
City of Apple Valley Parks & Rec
Apple Valley, MN 55124
TINTAH PARK PLAYGROUND

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA
TRUCKLOAD

SALES REP
MIKE BASICH

ACTIVITY	QTY	RATE	AMOUNT
BCI NU-3634 Burke Nucleus Play NU-3634 Comprehensive 5-12 Structure as depicted in images and description	1	40,328.00	40,328.00
BCI 550-0201 SINGLE BAY SINGLE POST 5" SWING, including: - 550-0202 Add Bay - 550-0111 Belt Seat pair, standard chain - 550-0099 Tot Seat single, standard chain - 550-0171 Freedom Swing Seat, 8' Beam, Standard Chain	1	4,650.00	4,650.00
BCI 550-0006 Cirrus Duo Post Group Swing, Angled	1	7,700.00	7,700.00
BCI 560-2589 COMET II SPINNING ORB	1	2,406.00	2,406.00
BCI 052-0054 Round Playmat 14' Diameter x 2"	1	1,654.00	1,654.00
BCI 046-0536 Play Mat 3' X 5' X 2"	5	216.00	1,080.00
ENGINEERED WOOD FIBER ENGINEERED WOOD FIBER 12" COMPACTED DEPTH BLOWN IN TO MINIMIZE IMPACT ON SURROUNDING FINISHES	170	52.00	8,840.00
INSTALLATION Installation will be billed by the Certified installer, Michael Basich, Inc. Audit included		18,000.00	18,000.00
Freight Freight quotes currently only valid for 15 days. Quote based on information currently listed on estimate. Modifications to delivery address, contact or offloading capability must be made prior to order. If made after order is placed, surcharges may apply.	1	2,800.00	2,800.00
DISCOUNT ADDITIONAL APPLIED DISCOUNT	1	-958.00	-958.00

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES.

SUBTOTAL 86,500.00

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**

SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE.
PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED. FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE SUPPLY CHAINS & NATIONAL SHORTAGES.

**FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S), DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END USER

TAX (8.125%)	0.00
TOTAL	$86,500.00

Accepted By City of Apple Valley

Accepted Date _____

By: _____
Clint Hooppaw, Mayor

By: _____
Christina M. Scipioni, City Clerk

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**

SERIES Burke Basics | Nucleus

GROUP:
NU-3634|Freestanding

DESIGNED FOR AGES:
5 to 12, 2 to 12

Tintah Park
Apple Valley, MN 55124-8727

Burke
PLAY THAT MOVES YOU.

12/30/2025

St. Croix Recreation Fun Playgrounds

100-2[illegible]945-1

Designer: Lee Olig

SITE PLAN VIEW

AREA INSIDE BOUNDARY: 3,485 SQ FT

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.

OVERALL BOUNDING OF USE ZONES
Area: 3444.3 sq.ft.
Perimeter: 234.8 ft.

STRUCTURE SIZE: 58' 8"x58' 9"

POST SIZE(S): 6"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
18	8 / 0	8 / 4	0 / 0	10 / 3	5 / 3

The use and layout of play components identified in this plan conform to the CPSC guildelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
(651) 815-4097 (phone)
(414) 395-8538 (fax)

Bill To: City of Apple Valley
14603 Hayes Rd
Apple valley, MN 55124
Contact Name: Eric Carlson
Contact Phone: 952-953-2300
Contact Email:
eric.carlson@applevalleymn.gov

Project Name & Location:
Wallace Park
7735 138th St. W
Apple Valley, MN 55124

Ship To Address:
Same

Quote Date: 3/3/26
Valid For: 60 Days

Sourcewell Contract # 33405 - Apple Valley
Contract # 101625 - Play Power, Inc.

Option #1

Qty	Description	Unit Price	Total
1	Little Tikes Custom Kid Builder Play Structure. Includes existing play equipment,swings, and NRG play structure. List price $64,898.00		$45,428.60
223 cy's	Woodfiber resilient surfacing and 6 rubber Swing and slide mats.		$14,736.00
1	Installation of play equipment.		$26,335.40

Notes:

Totals:

Equipment List:	$45,428.60
Products by Other:	$14,736.00
Installation:	$26,335.40
Estimated Sales Tax*:	
Freight:	included
Grand Total:	$86,500.00

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 96.69% recycled content
This playground qualifies for 2 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted by: City of Apple Valley

Clint Hooppaw, Mayor	**Christina M. Scipioni, City Clerk**	**Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date:_____

_____

_____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

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memo

Northland Recreation LLC

10085 Bridgewater Bay, Woodbury MN 55129

To: City of Apple Valley

From: Mike Dorsey – Northland Recreation LLC

Jordan Hedlund - HKGi

Date: 3/4/2026

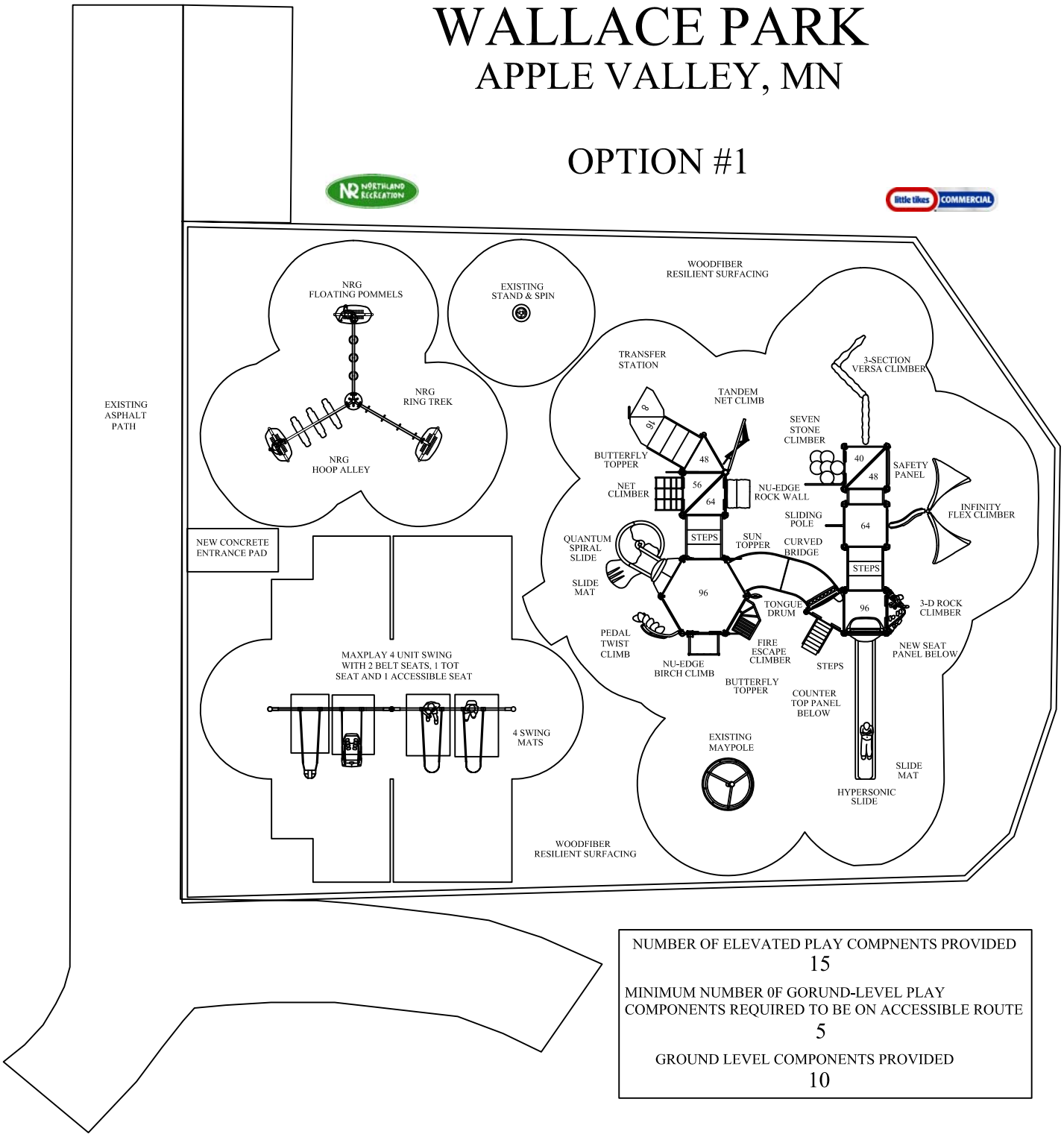
Re: Playground Proposal for Wallace Park

Comments: This note is to confirm that upon completion of the playground installation at the above park, Northland Recreation and/or their installer will perform a walk-through audit of the playground prior to the final payment request.

Also, Northland Recreation, it's installer, and Play Power LT will provide MN IC134s prior to final payment.

WALLACE PARK
APPLE VALLEY, MN

OPTION #1



NUMBER OF ELEVATED PLAY COMPNENTS PROVIDED
15
MINIMUM NUMBER 0F GORUND-LEVEL PLAY COMPONENTS REQUIRED TO BE ON ACCESSIBLE ROUTE
5
GROUND LEVEL COMPONENTS PROVIDED
10



ITEM: 4.S.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:
Approve playground equipment purchase order with Landscape Structures, Inc., and installation purchase order with Sawtooth Holdings, Inc., d/b/a Flagship Recreation, for Project 2026-141, Neighborhood Parks Improvements, Phase 2, at Moeller Park (2023 Parks Bond Referendum)

Staff Contact:	**Department / Division:**
Eric Carlson, Parks and Recreation Director	Parks and Recreation

Action Requested:

Approve playground equipment purchase order with Landscape Structures, Inc., and installation purchase order with Sawtooth Holdings, Inc., d/b/a Flagship Recreation, for Project 2026-141, Neighborhood Parks Improvements, Phase 2, at Moeller Park (2023 Parks Bond Referendum)

Summary:

A cornerstone of the 2023 Parks Bond Referendum is to make improvements to Apple Valley's neighborhood parks. In 2026, improvements will be made to 15 parks. In order to obtain better bidding results, we are splitting the construction into two phases, and the parks listed below are all part of Bid Package Two and associated with Project 2026-141, Neighborhood Parks Improvements, Phase 2. As a central part of the improvements, the following playground equipment and installation needs to be ordered:

Park	Vendor	Equipment Brand	Color	Price (Equipment & Installation)
Moeller	Landscape Structures & Flagship Recreation	Landscape Structures	Neon	$86,228.36

*The second and third parks undergoing construction as part of Bid Package Two are Belmont Park and Delaney Park. The playground equipment for these two parks was already purchased in 2025, which is why they are not reflected in the list above.

The City hired HKGi to solicit quotes for playground equipment from a variety of vendors for Moeller Park. The HGKi team also created surveys for residents to select their preferred playground equipment and choose their desired color scheme. The purchase order and corresponding renderings presented in this agenda item directly reflect the choices made by residents for their neighborhood playgrounds.

The City is purchasing this equipment and installation services from Landscape Structures/Flagship Recreation through the State Purchasing Contract. Demolition, site preparation, and additional

improvements at these parks will be done by a separate contractor through a separate agreement, and the advertisement for bid for that project is also on this meeting's 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, 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:

1. Purchase Order - Moeller Park

State Contract #218091

PROJECT INFORMATION

Moeller Park

13750 Johnny Cake Ridge Rd

Apple Valley, MN 55124

Contract Year: 2026

EQUIPMENT INFORMATION & PRICING

Qty	Item No.	Description	Price	Ext Price
3	111228A	Square Tenderdeck	$ 1,474.00	$ 4,422.00
4	111403A	182"Alum Post For Roof DB	$ 632.00	$ 2,528.00
1	111404B	140"Alum Post DB	$ 536.00	$ 536.00
1	111404C	132"Alum Post DB	$ 530.00	$ 530.00
6	111404D	124"Alum Post DB	$ 510.00	$ 3,060.00
1	115229A	Finger Maze Panel Above Deck	$ 1,035.00	$ 1,035.00
1	116244A	Pipe Barrier Above Deck	$ 893.00	$ 893.00
1	118110A	Square Poly Roof Custom Logo Panels	$ 1,846.00	$ 1,846.00
2	121948A	Kick Plate 8"Rise	$ 163.00	$ 326.00
1	121949A	Tri-Deck Kick Plate 8"Rise	$ 240.00	$ 240.00
2	122197A	90* Triangular Tenderdeck	$ 1,239.00	$ 2,478.00
1	122914A	Loop Arch 48"Dk DB	$ 1,989.00	$ 1,989.00
1	124863F	SlideWinder2 72"Dk DB 1 Straight 2 Right	$ 5,075.00	$ 5,075.00
1	130798A	Double Swirl Slide 48"Dk DB	$ 3,239.00	$ 3,239.00
1	145624A	Vertical Ascent 48"Dk	$ 1,729.00	$ 1,729.00
1	150975B	Cascade Climber 72"Dk DB Only	$ 4,432.00	$ 4,432.00
1	152911C	Curved Transfer Module Left 48"Dk DB	$ 4,177.00	$ 4,177.00
1	176079A	Sunbeam Climber	$ 2,545.00	$ 2,545.00
1	345315C	Wiggle Ladder 48"Dk DB	$ 1,091.00	$ 1,091.00
1	345321A	Ring Tangle Equal Deck Heights	$ 3,284.00	$ 3,284.00
1	152179A	Saddle Spinner DB 16"Height	$ 1,010.00	$ 1,010.00
3	174018A	Belt Seat ProGuard Chains for 8' Beam Height	$ 179.00	$ 537.00
1	176038G	Full Bucket Seat ProGuard Chains for Toddler Swing	$ 495.00	$ 495.00
1	177332A	Single Post Swing Frame 8' Beam Height Only DB Only	$ 1,744.00	$ 1,744.00
1	177333A	Single Post Swing Frame Additional Bay 8' Beam Height Only	$ 1,295.00	$ 1,295.00

1	177337A	Toddler Swing Add-On Beam	$	719.00	$ 719.00
1	177351A	Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains fc	$	1,219.00	$ 1,219.00
1	205800A	TopsyTurny Spinner 42"Bury DB Only	$	7,074.00	$ 7,074.00
1	214445A	Rhapsody Kettle Drum DB	$	2,101.00	$ 2,101.00
1	233059B	DigiRider Bear DB	$	1,958.00	$ 1,958.00
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury	$	-	$ -

Total Equipment Cost at State Contract Pricing **$ 63,607.00**

Date 3/9/2026
Expires 3/19/2026
Quote: City of Apple Valley
Contact: Eric Carlson, Parks and Recreation Director
Phone: 952-953-2310
Email: eric.carlson@applevalleymn.gov

Ship To:	Please Make PO's & Contracts Out To:
Moeller Park	Landscape Structures, Inc.
13750 Johnny Cake Ridge Rd	601 7th St. S
Apple Valley, MN 55124	Delano, MN 55328
Bill To:	**Please Remit Payment To:**
City of Apple Valley	Landscape Structures, Inc.
7100 147th Street W	SDS 12-0395 PO Box 86
Apple Valley, MN 55124	Minneapolis, MN 55486-0395

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
1	EQUIPMENT	Moeller Park ,EM706MP375546090		$63,607.00
1	DISCOUNT	State Contract #218091	6.00%	($3,816.42)
0	BONDING	Payment & Performance Bonds		Not Included

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

CITY OF APPLE VALLEY

By: _____

Clint Hooppaw, Mayor Date

By: _____

Christina M. Scipioni, City Clerk Date

Acceptance of Quotation:

Accepted By (Print)	Eric Carlson, Parks and Recreation Director
Signature: See above.	**Date:**
	Purchase Amount: **$60,390.58**

landscape structures

Date 3/9/2026
Expires 3/19/2026
Quote: City of Apple Valley
Contact: Eric Carlson, Parks and Recreation Director
Phone: 952-953-2310
Email: eric.carlson@applevalleymn.gov

Ship To:	Please Make PO's & Contracts Out To:
Moeller Park	Flagship Recreation
13750 Johnny Cake Ridge Rd	11123 Upper 33rd St. N
Apple Valley, MN 55124	Lake Elmo, MN 55042
Bill To:	**Please Remit Payment To:**
City of Apple Valley	Flagship Recreation
7100 147th Street W	11123 Upper 33rd St. N
Apple Valley, MN 55124	Lake Elmo, MN 55042

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Moeller Park ,EM706MP375546090		
1	MOB	Mobilization	$750.00	$750.00
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	$750.00	$750.00
0	SITE WORK	Excavation (new container)	Per Quote	By Owner
		-Must be provided at 12" hold down from surrounding top of concrete		
0	BORDER	Concrete Curb Border	Per Quote	By Owner
0	SUBGRADE	Drain Tile & Installation (4" Corrugated Perforated Pipe w/ Sock)	Per Quote	By Owner
		-Must be installed within 4' of perimeter to avoid footing and safety zone conflicts		
1	INSTALL	Playground Installation by Landscape Structures Certified Installers	23.05%	$13,783.41
		-Standard Wages		
		-Proof of IC134 submittal to the State of MN required		
		-Includes MN State Contract audit upon completion of installation		
163	SURFACING	Engineered Wood Fiber (EWF) & Installation	$45.00	$7,335.00
7	WEAR MAT	Swing & Slide Wear Mats	Per Quote	$1,575.61
		-Installed AFTER the EWF sufacing		
1	DISCOUNT	State Contract #218091	5.00%	($64.55)
500	RESTORE	Restoration	Per Quote	$204.17
		-Hydroseed Disturbed Areas		
0	BONDING	Payment & Performance Bonds		Not Included
			Subtotal	**$24,333.64**
			Freight	**$1,504.14**
			Sales Tax	**Tax Exempt**
			Total	**$25,837.78**

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

CITY OF APPLE VALLEY

By: _____

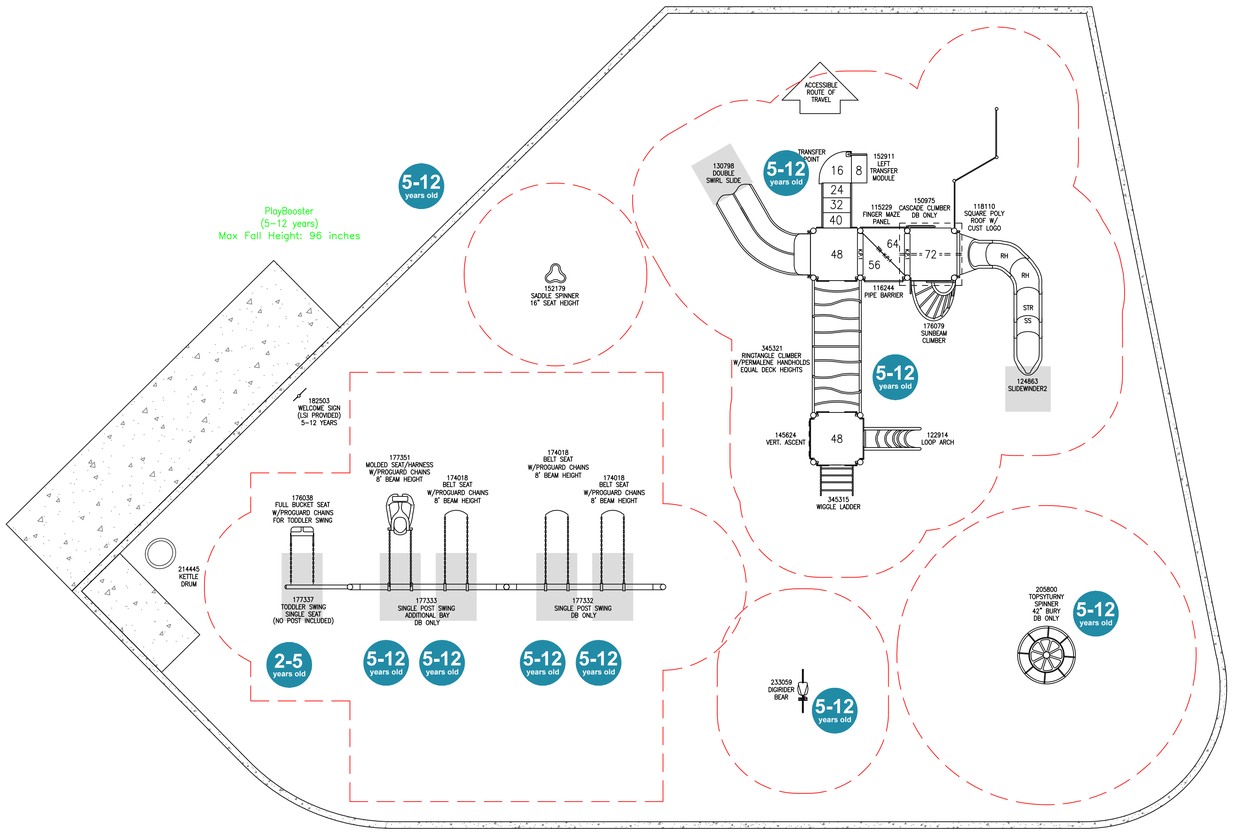
Clint Hooppaw, Mayor Date

By: _____

Christina M. Scipioni, City Clerk Date

Acceptance of Quotation:

Accepted By (Print)	
Signature: See above.	**Date:**
	Purchase Amount: $25,837.78



SCALE IN FEET:

0' 5' 10' 20'

CONTAINER DETAILS

TOTAL CONTAINER AREA	3755 SF
ASTM SAFETY SURFACING TYPE	ENGINEERED WOOD FIBER
TOTAL EWF AREA	3755 SF
TOTAL WEAR MATS	(5) 3x5 SWING, (2) 40"x40" SLIDE
TOTAL PERIMETER	241 LF
EDGING TYPE	CONCRETE CURB, BY OWNER
FINISH GRADE	TOP OF CURB
MAX FALL HEIGHT	96"

*SITE PREPARATION REQUIREMENTS:

- Owner to provide a minimum 6' wide approved site access path to container and protection of this access route.
- Playground plan is based on ideal soil conditions. If there are concerns about the soils being suitable, it is recommended that the owner provide a geotechnical report of the site.
- Maximum of 1% grade change across the container.
- Owner installed drain tile to be within 4' of container perimeter.
- Drain tile by Flagship Recreation accounts for water within the container and does not account for run off from the surrounding flatwork, landscaping, buildings, etc.
- If owner installed border, drain tile stub to be provided.
- Owner to provide an accessible route to container.
- Minimum container size needed denotes the inside of the curb dimension.

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	0		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	1	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	1	REQUIRED	1

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	9		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	7	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	3	REQUIRED	3

flagship recreation

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

landscape structures

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

Moeller Park

13750 Johnny Cake Ridge Rd
Apple Valley, MN 55124

SALES REPRESENTATIVE:
Emily Maloney

DESIGNED BY:
JLZT
3/9/26

3/16" = 1'-0"

SHEET
LS101

C:\Users\JaquiThunberg\Flagship Recreation\Flagship Recreation - Documents\2026 Planning\Emily\Apple Valley - Moeller Park\Design\2026.03.09 Revised Layout\LAV MoellerPark 030926.dwg



landscape structures

Moeller Park 03-09-26

AV MoellerPark 030926 • 3.9.2026

flagship recreation

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ITEM: 4.T.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:
Approve purchase orders with Webber Recreational Design, Inc., for exterior tables and benches (2023 Parks Bond Referendum)

1. At Redwood Park for Project 2024-189, Redwood Park Reconstruction
2. At Kelley Park for Project 2024-190, Kelley Park Renovation

Staff Contact:	**Department / Division:**
Brian Christianson, Recreation Facilities Manager	Parks and Recreation

Action Requested:
Approve purchase orders with Webber Recreational Design, Inc., for exterior tables and benches (2023 Parks Bond Referendum)

1. At Redwood Park for Project 2024-189, Redwood Park Reconstruction
2. At Kelley Park for Project 2024-190, Kelley Park Renovation

Summary:
As part of the Redwood Park reconstruction project, new exterior tables and benches will be needed for the playground area, underneath the building overhang, under the picnic shelter, near the basketball courts, and on the pool deck. As part of the Kelley Park renovation project, new exterior tables and benches will be needed for the splash pad area, playground area, under the restroom building overhang, and under the new picnic shelter. Staff solicited quotes for 10 benches and 50 tables at Redwood Park and 15 benches and 50 tables for Kelley Park (the tables for both parks include a mixture of seating styles and ADA units), and the following quotes were received:

Park	Maglin	Webber Recreational
Redwood	$231,875.00	$71,520.70
Kelley	$240,110.00	$75,299.40

Staff recommend purchasing tables and benches from Webber Recreation Design, Inc., for both parks in the amount of $71,520.70 (Redwood Park) and $75,299.40 (Kelley Park).

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:

1. Purchase Order - Redwood Park
2. Purchase Order - Kelley Park

Webber Recreational Design, Inc.

1442 Brooke Ct
Hastings, MN 55033 US
+16514383630
customerservice@webberrec.com
www.webberrec.com

Estimate

ADDRESS
City of Apple Valley
7100 W 147th St
Apple Valley 55124-6562

ESTIMATE	2394
DATE	02/19/2026
EXPIRATION DATE	03/20/2026

SALES REP
Jay

PROJECT NAME
Redwood Park

	QTY	RATE	AMOUNT
Premier Polysteel:924-3Z1 4'X4' Table Grand Contour COLOR:	7	1,003.95	7,027.65T
Premier Polysteel:950-5Z1 8' Table Grand Contour ADA COLOR:	3	1,121.25	3,363.75T
Premier Polysteel:926-1Z1 4'X4' Table Grand Contour COLOR:	6	1,253.50	7,521.00T
Premier Polysteel:927-1ZW1 4'X5' Tables Grand Contour ADA COLOR:	14	1,253.50	17,549.00T
Premier Polysteel:955-1Z1 4' Rounds Grand Contour COLOR:	10	1,204.05	12,040.50T
Premier Polysteel:926-1P1 4' Square Punched Metal Picnic Table COLOR:	5	1,253.50	6,267.50T
Premier Polysteel:927-1PW1 4'X4' ADA Tables Punched Metal COLOR:	5	1,253.50	6,267.50T
Premier Polysteel:936-5BP1 Buddy Bench COLOR:	1	836.05	836.05T
Premier Polysteel:971-3M3 6' Grand Contour Laser Free Standing/Surface Mount Memorial Bench with Back ONE SOLID COLOR:	9	1,109.75	9,987.75T
Freight Charges Freight and handling Charges 1457	1	660.00	660.00T

MATERIAL ONLY
Please Make Checks Payable to: Webber Recreational Design, Inc.
The acceptance signature below serves as authorization to order the items quoted & indicates acceptance of the listed prices and terms enclosed.

SUBTOTAL	71,520.70
TAX	0.00
TOTAL	**$71,520.70**

Approved by: CITY OF APPLE VALLEY

By: _____
Clint Hooppaw, Mayor

By: _____
Christina M. Scipioni, City Clerk

Date: _____

Webber Recreational Design, Inc.

1442 Brooke Ct
Hastings, MN 55033 US
+16514383630
customerservice@webberrec.com
www.webberrec.com

Estimate

ADDRESS
City of Apple Valley
7100 W 147th St
Apple Valley 55124-6562

ESTIMATE	2395
DATE	02/19/2026
EXPIRATION DATE	03/20/2026

SALES REP
Jay

PROJECT NAME
Kelley Park

	QTY	RATE	AMOUNT
Premier Polysteel:924-3Z1 4'X4' Table Grand Contour COLOR:	12	1,003.95	12,047.40T
Premier Polysteel:950-5Z1 8' Table Grand Contour ADA COLOR:	4	1,121.25	4,485.00T
Premier Polysteel:927-1ZW1 4'X5' Tables Grand Contour ADA COLOR:	15	1,253.50	18,802.50T
Premier Polysteel:955-1Z1 4' Rounds Grand Contour COLOR:	19	1,204.05	22,876.95T
Premier Polysteel:936-5BP1 Buddy Bench COLOR:	1	836.05	836.05T
Premier Polysteel:971-3M3 6' Grand Contour Laser Free Standing/Surface Mount Memorial Bench with Back ONE SOLID COLOR:	14	1,109.75	15,536.50T
Freight Charges Freight Charges 1457	1	715.00	715.00T

MATERIAL ONLY
Please Make Checks Payable to: Webber Recreational Design, Inc.
The acceptance signature below serves as authorization to order the items quoted & indicates acceptance of the listed prices and terms enclosed.

SUBTOTAL	75,299.40
TAX	0.00
TOTAL	**$75,299.40**

Approved by: City of Apple Valley

By: _____
Clint Hooppaw, Mayor

By: _____
Christina M. Scipioni, City Clerk

Date: _____

ITEM: 4.U.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve agreement with Minnesota Ag Power, Inc., d/b/a Midwest Machinery Company, for Project 2026-138, Mower and Snowblower Lease 2026–2027	
Staff Contact:	**Department / Division:**
Steve Rother, Parks Superintendent	Parks and Recreation

Action Requested:

Approve agreement with Minnesota Ag Power, Inc., d/b/a Midwest Machinery Company, for Project 2026-138, Mower and Snowblower Lease 2026–2027

Summary:

A two-year lease agreement for Project 2026-138, Mower and Snowblower Lease 2026–2027, with Minnesota Ag Power, Inc., d/b/a Midwest Machinery Company, is presented to the City Council for consideration. The annual cost is $48,450.21. Staff recommend approval of the lease agreement.

Background:

Most of the City's turf maintenance equipment is manufactured by John Deere, and interchangeability of components across multiple pieces of equipment is important. Minnesota Ag Power, Inc., d/b/a Midwest Machinery Company, is the exclusive provider in the area for leasing John Deere mower and snowblower equipment.

Our current mower lease agreement (also with Midwest Machinery) expires on April 17, 2026. The new lease agreement covers four zero-turning radius mowers, two out-front 4WD mowers with cabs, four snow blower attachments with hardware, and one broom attachment with hardware for use by the Parks & Recreation Department beginning on April 20, 2026. Midwest Machinery is offering a total price of $96,900.42 for a two-year agreement (annual cost of $48,450.21).

Budget Impact:

Funds for this lease are allocated within the Parks Maintenance budget.

Attachments:

1. Lease Agreement

LEASE AGREEMENT

THIS AGREEMENT is made this 26th day of March, 2026, by and between Minnesota Ag Power, Inc., d/b/a Midwest Machinery Co., with offices at 12040 Point Douglas Drive South, Hastings, MN 55033 (hereinafter referred to as "Lessor"), and the City of Apple Valley with offices at 7100 147th Street West, Apple Valley, MN 55124 (hereinafter referred to as "Lessee").

WHEREAS, Lessor desires to lease a total of six (6) mowers and attachments more specifically described in the proposal form, attached hereto as Exhibit A, and the itemized list of mowers, attached hereto as Exhibit B (hereinafter referred to collectively as "Mowers" and individually as "unit") to Lessee, and

WHEREAS, Lessee desires to lease the Mowers described in Exhibits A and B from Lessor,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto mutually agree as follows:

1. Mowers: Lessor, in accordance with the terms and conditions of this Lease Agreement and attached Specifications (Exhibit C), hereby agrees to lease to Lessee and Lessee hereby agrees to lease from the Lessor the equipment described in Exhibits A and B. Title to the equipment shall at all times remain in the Lessor.

2. Term: This lease is for a two (2) year period commencing April 20, 2026, and terminating April 17, 2028.

3. Delivery: The Mowers shall be delivered by the Lessor to Lessee at the Central Maintenance Facility, 6442 140th Street West, Apple Valley, MN 55124. The cost of delivery shall be borne by the Lessor. If a unit is not delivered to Lessee within 10 days after the specified delivery date, this lease may be terminated by Lessee as to such unit; provided, however, the Lessor shall have no liability of any nature or kind to Lessee for late or alleged late deliveries.

4. Rent: Lessee agrees that rent for the Mowers shall be equal to the amount specified in Exhibit A, in an annual installment due 30 days after delivery of Mowers.

5. Usage: Lessee shall use the Mowers and attachments in a careful and proper manner and shall comply and conform to national, state, municipal, police and other laws, ordinances, and regulations relating to the possession, use, or maintenance of the Mowers.

6. REPAIRS / MAINTENANCE:

(a) Lessee agrees that it shall be responsible and pay for the costs attendant to the following items of maintenance and repair during the term of this lease:

(1) Clean and wash said Mowers and attachments at reasonable intervals.

(2) Inflate, change, and repair flat tires.

(3) Provide clean and proper fuel. Change oil and sharpen blades on a recommended maintenance schedule.

(4) Lessee shall be responsible for repair costs associated with physical damage to units at the end of lease period, normal wear and tear excepted.

(b) Lessor agrees that it shall be responsible and pay for the costs attendant to the following items of maintenance and repair during the term of this lease:

(1) Perform all mechanical maintenance on Mowers. Warranty would cover any defects in material and/or workmanship. Lessee would be responsible for normal wear and tear parts and labor on Mowers (blades, filters, oil, etc.), as stated in section 6(a) of this lease.

(2) Furnish all replacement mechanical parts required. Anything defective in material and/or workmanship would be covered under the manufacturer's warranty by the Lessor. Any parts that are wear and tear items (blades, filters, oil, etc.) would be the responsibility of Lessee, as stated in section 6(a) of this lease.

(3) Provide all major repairs and/or replacement of major components within two working days of notification. In the event said equipment is subject to damage, Lessee will immediately report the same to Lessor. Excluding damage, repairs beyond normal maintenance shall be performed by Lessor at no cost to Lessee. Lessor will be responsible for keeping Mowers completely operational during lease period (under penalty of $25 per day per mower after 48 hours' notice of breakdown). Said amount shall be deducted by Lessee from its rental payment. Lessor shall furnish a replacement mower for the inoperable mower within three working days in which case the penalty will not be deducted from rent.

7. RETURN OF EQUIPMENT: Within ten (10) days of expiration of the lease term for each unit, as specified in Exhibit A, Lessor shall pick up the same. The Mowers shall be returned in the condition as delivered to Lessee, ordinary wear and tear excepted. If any unit is lost, stolen, or destroyed or is declared a total constructive loss (subject to Lessor's agreement as to such condition), Lessee shall promptly notify Lessor thereof and hold any wreckage for disposal by Lessor, and the unit shall be deemed surrendered to Lessor as of Lessor's receipt of such notice. Lessor shall promptly cause any wreckage to be

sold. Any wreckage not held by Lessee for disposal by Lessor shall be deemed sold at a price of zero dollars. Lessee shall be responsible for the cost of Mowers it cannot furnish to Lessor for return at end of lease.

8. STORAGE: Lessee agrees to provide secure storage for said Mowers during the entire term of this lease. Security of said Mowers shall be the sole responsibility of the Lessee.

9. LOSS OR DAMAGE: Lessee shall assume the entire risk of direct or consequential loss, theft, destruction, vandalism, or damage of the said Mowers. No loss or damage shall relieve Lessee of the obligation to make rent or other payments. It is also agreed that any damage shall be repaired by Lessor and paid for by Lessee at Lessor's prevailing rates less ten percent (10%) and less any insurance reimbursements. Lessee shall maintain and pay for all insurance against loss or damage as well as Public liability insurance (including as to negligence or any form of imputed, vicarious, strict or absolute liability, and liability of employees and agents of Lessee beyond applicable workers' compensation coverage). Lessee shall furnish Lessor with certificates indicating that such insurance is in full force and effect.

10. FAILURE OF DELIVERY OR REPAIR AND MAINTENANCE BY LESSOR: Lessor shall not be liable for failure to deliver, repair, or maintain said Mowers, as herein contemplated, when such failure is attributable to fire, flood, strike, war, or acts of God beyond the Lessor's control.

11. TERMINATION OR DEFAULT: Lessor may terminate this Lease at any time with respect to all or any Mowers by 30 day written notice to Lessee if Lessee shall fail to make rental payments when due, attempt to sell or encumber units, cease operations, or otherwise become insolvent.

12. NONWAIVE: No covenant or condition of this lease may be waived except by mutual written consent of both parties.

13. NOTICES: Service of all notices under this agreement shall be mailed to the party involved at its respective address herein set forth. Any such notice, mailed to such address, shall be effective when deposited in the United State Mail, duly addressed, with postage prepaid by certified mail, return receipt requested.

14. SECURITY INTEREST: Lessee shall provide such information as may be required by Lessor to protect its monetary interest in the Mowers under this agreement. Lessee shall assist in the preparation and filing of forms which may be required to provide such protection.

15. Lessee shall be liable for all expenses, personal injury and property damages and claims arising out of its possession, operation, or transportation of the equipment herein described and shall hold Lessor and its assigns harmless therefrom.

16. Rental payment is due annually for the six (6) mowers and attachments within 30 days of delivery to the City of Apple Valley, MN. The annual payment is $48,450.21.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be executed in their respective corporate names by their proper officers thereunto duly authorized on the day and year first written above.

EXECUTED as of the day and year written below.

(Signature page to follow)

CITY OF APPLE VALLEY, MINNESOTA
AGREEMENT FOR PROJECT 2026-138,
MOWER AND SNOWBLOWER LEASE 2026–2027

(Signature page)

CITY OF APPLE VALLEY

Date _____ By _____
Clint Hooppaw, Mayor

Date _____ And _____
Christina M. Scipioni, City Clerk

MINNESOTA AG POWER, INC.

Date 3/16/26 By _____

Date 3-16-26 And _____

STATE OF MINNESOTA)
) SS.
COUNTY OF McLEOD)

The foregoing instrument was acknowledged before me this 16TH day of MARCH, 2026 by BLAKE KADING, the CSO of MINNESOTA AG POWER, a SELLER, on behalf of the LESSOR.

_____
Notary Public

ERIC JOHN MALLAK
Notary Public
January 31, 2030

EXHIBIT A

PROPOSAL
PROJECT 2026-138, MOWER AND SNOWBLOWER LEASE 2026–2027

To the City of Apple Valley:

The undersigned, having studied the specifications, proposes to furnish services in accordance with the specifications dated on file with the Parks and Recreation Department, including delivery and any taxes as follows:

PARK DEPARTMENT

(4) 72" John Deere Z997R 72" Mowers	**Annual Payment**	$ 20800
(2) 72" John Deere 1575 72" Mowers with Cabs	**Annual Payment**	$ 20150
(4) John Deere 60" Snow Blowers	**Annual Payment**	$ 6000
(1) John Deere 60" Broom	**Annual Payment**	$ 1500 21
	Two-year total (all fees and costs included)	$ 96900 42

Service Facility Location HASTINGS MN

Shop Force 6

Any deviation from the specifications must be clearly noted; otherwise, it will be considered that this quotation is in strict compliance, and vendor will be held accountable for all items.

In submitting this proposal, it is understood the City retains the right to reject all proposals and to waive irregularities and informalities therein and to award the contract in the best interest of the City.

DATE: 3-12-2026

Respectfully submitted,

MIDWEST MACHINERY
Firm Name

By _____
Signature

Corporation MIDWEST MACHINERY

MICHAEL J KRINGS
Printed Name of Signer

Title SALES DEPT

Address 12040 PORT DOUGLASS DR
HASTINGS MN
55033

State whether vendor is
Individual _____
Partnership _____
Names of Partners: _____

INCORPORATED

State in which incorporated MN

EXHIBIT B

Project 2026-138, Mower and Snowblower Lease 2026–2027
(April 20, 2026–April 17, 2028, Two-Year Lease)

Itemized List of Mowers and Attachments

Apple Valley Parks & Recreation Department, Park Maintenance Division

(4) 72" John Deere Z997R zero turning radius mowers
(2) 72" John Deere 1575 Out Front 4WD mowers with cabs
(4) 60" John Deere snow blowers with all hardware for mounting on John Deere 1575 mowers
(1) 60" John Deere broom with all hardware for mounting on John Deere 1575 mowers

EXHIBIT C

CITY OF APPLE VALLEY
SPECIFICATIONS FOR
PROJECT 2026-138, MOWER AND SNOWBLOWER LEASE 2026–2027

GENERAL:
It is the intent of these specifications to detail the requirements for supplying six (6) 72" mowers and attachments to the City of Apple Valley Parks and Recreation Department. The successful vendor shall enter into a lease agreement with the City of Apple Valley beginning April 20, 2026, and ending April 17, 2028.

The required mowers are as follows:

1. (4) 72" John Deere Z997R Zero Turning Radius Mowers (or better)
2. (2) 72" John Deere 1575 Out Front 4WD Mowers with Cabs (or better)
3. (4) 60" John Deere heavy duty snow blowers with all hardware for mounting on John Deere 1575 mowers
4. (1) 60" John Deere broom with all hardware for mounting on a John Deere 1575 mower (or better)

STANDARD OF PERFORMANCE:
The two (2) front-mount commercial grade mowers shall be equivalent to or better than a John Deere 1575 AWD.

The four (4) commercial grade Zero Tum Radius Mowers shall be equivalent to or better than a John Deere Z997R.

The four (4) 60" snow blowers shall be equivalent to or better than a John Deere 60" heavy duty snow blower. Two (2) of the blowers must be able to mount on a John Deere 1575 owned by the City.

The one (1) 60" broom shall be equivalent to or better than a John Deere 60" heavy duty broom.

AGREEMENT PARAMETERS:

1. This agreement will be in effect from April 20, 2026, until April 17, 2028.
2. Units shall have a standard manufacturer's warranty.
3. Cabs and attachments shall be installed and ready for use.
4. In the event of mechanical breakdown, the successful firm must supply equal value equipment if original equipment is not repaired within 48 hours.
5. The City of Apple Valley will assume all routine maintenance including oil changes, lubrication, tire replacement, and blade changes.
6. During the life of this agreement, the City of Apple Valley may choose to lease additional "like" equipment at the same rate.
7. During the life of this agreement, the City of Apple Valley reserves the right to reduce the amount of leased equipment without penalty.
8. The City of Apple Valley reserves the right to reject any or all proposals and make a decision in the best interest of the City.

ITEM: 4.V.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:
Surplus parks equipment

1. Declare playground equipment at various parks to be surplus
2. Approve agreement with Auction Masters, Inc., to hold an online auction

Staff Contact:	**Department / Division:**
Eric Carlson, Parks and Recreation Director	Parks and Recreation

Action Requested:

Surplus parks equipment

1. Declare playground equipment at various parks to be surplus
2. Approve agreement with Auction Masters, Inc., to hold an online auction

Summary:

In 2026, new playground equipment will be installed at 14 neighborhood parks. As we've done in the past, the City plans to auction off the old playground equipment; the buyer will be responsible for removing the equipment from the park.

Attached is an agreement with Auction Masters, Inc. A total of three auctions will be held, with multiple playground structures listed in each auction. A 35% commission is charged on all items, and there is a $300 advertising fee for each auction. The groups of equipment, the auction dates, and the removal dates are listed below.

Group 1	**Group 2**	**Group 3**
Duchess Park	Belmont Park	Apple Valley East Park
Greening Park	Cedar Knolls Park	Findlay Park
Faith Park (NW)	Delaney Park	Hagemeister Park
Pennock Park	Longridge Park	Largen Park
Tintah Park	Moeller Park	
Auction dates: March 30–April 3	Auction dates: April 6–17	Auction dates: April 20–May 1
Removal dates: April 6–17	Removal dates: April 20–May 1	Removal dates: May 11–22

Background:

The equipment listed above was installed throughout the park system 25+ years ago and has served the City well. We will be updating the equipment as part of the improvements associated with the 2023 Parks Bond Referendum.

Budget Impact:

N/A

Attachments:

1. Agreement

Docusign Envelope ID: 02E64B08-6817-8492-80DB-6F83CAC93E84

AUCTION MASTERS REMOTE AUCTION CONTRACT

This agreement entered into by and between **City of Apple Valley** ("Seller") and Auction Masters Inc. ("Auctioneer"). For and in consideration of the services to be performed by the Auctioneer, Seller hereby appoints Auctioneer as Seller's exclusive agent and grants the Auctioneer the exclusive right to sell the following described property: All playground equipment located at the specific addresses listed on the attached (below) (the "Property").

Seller represents and warrants that Seller owns the Property, has full authority and lawful power to sell the Property and shall deliver clear title to the Property, free of all claims, encumbrances, or indebtedness, and that the Property can be auctioned and sold without violation of any contract, law, rule, or regulation.

FINANCIAL TERMS

1. As compensation for promoting, advertising and conducting said sale, Auctioneer shall receive **35%** percent of the gross selling price of the Property, paid by Seller.
2. Auctioneer shall receive an additional "Buyer's Premium" paid by the buyer equal to 18 percent of the gross selling price on items under $10,000.00 and 13 percent of the gross selling price on items over $10,000.00.
3. Seller shall pay all expenses of preparation, advertising, and conducting the auction up to **$300 per auction. A total of 3 auctions will be held, each listing multiple playground structures.**

THE AUCTIONEER AGREES TO:

1. Schedule a public action to be held at the Auction Site on or about **the dates described on the attachment (below)**.
2. Sell the Property using its skill, knowledge and experience with the objective of obtaining the highest price for the Property. Auctioneer does not guarantee that the Property will sell at any particular price.
3. Keep accurate records of the auction and sales and permit the Seller to examine same.
4. Provide Seller with a check for the net proceeds of the sale within 30 days of the conclusion of the auction.

THE SELLER AGREES TO:

1. Provide detailed and accurate descriptions and photos of the Property.
2. Manage inspection of the Property before the auction and checkout after the auction.
3. Provide buyers with the original title to any titled property to be auctioned. Titled property subject to a security interest must be accompanied by a lien release or (at Auctioneer's discretion) acceptable assurance that a lien release will be provided upon receipt of auction proceeds.
4. Maintain and provide access to the Auction Site and furnish electricity, light, water, license, personal and public liability insurance, and building and property insurance through the date of the auction and the removal of the Property.
5. Not sell, dispose of, encumber, or otherwise withdraw from said auction any part of the Property or refuse to submit the Property or any part thereof for sale after this contract is signed.
6. Remove any personal items not being sold from the Property. Auctioneer is not responsible for recovering personal items left in the Property. (i.e., contents of tills/safes/cabinets, memory cards, information on electronic devices, items left in vehicles, etc.)
7. Not interfere, prevent or prohibit Auctioneer from carrying out its duties, and obligation of this agreement.

Docusign Envelope ID: 02E64B08-6817-8492-80DB-6F83CAC93E84

8. Pay for electricians, refrigeration specialists, plumbers, or other services and tradespeople necessary for safe removal the Property. If the Property includes fixtures, Seller shall be solely responsible for removal of said fixtures or agrees to be solely responsible for any damage to any property as a result of a buyer's removal of the fixtures.
9. If the auction is online, acknowledge that the internet is a sensitive environment and Seller shall hold Auctioneer harmless if servers or internet systems malfunction or are disrupted during an auction. Auctioneer shall have the right to restart the auction or resell the items that are affected by any such malfunction or disruption.
10. Understand that buyers do not always honor their successful bids, and agree that Auctioneer shall not be responsible for enforcing the agreement of any buyer of the Property, by civil action or otherwise. Where Property is sold but is not delivered, including but not limited to where a buyer fails to pay for the Property, Auctioneer may (at its option) hold the Property and wait for the Seller's instructions, the risk of loss of the Property and cost of storage being borne entirely by Seller; or cancel the sale and resell the Property to back-up or other bidders for a price negotiated between Auctioneer and the bidders.
11. Remain responsible for storage, disposal or removal of any Property that does not sell or is not collected by the buyer.
12. In the event of breach of covenants contained herein, pay the Auctioneer as liquidated damages, all advertising and other expenses incurred by Auctioneer, and an amount equal to ten percent of the fair market value of the Property. Seller shall also be responsible for paying all costs (including court costs and attorneys' fees) incurred by Auctioneer in collecting amounts due from Seller under this agreement.
13. Indemnify, defend, and hold Auctioneer and its affiliates, agents, employees, and assigns harmless from and against any and all claims, costs (including attorney fees), or demands of any nature arising out of or resulting from the Auction or from Seller's negligence, misconduct, intentional acts, or breach of any provision of this contract.

This agreement constitutes the entire agreement between the parties. Nothing herein shall be construed to or constitute the parties hereto as partners or establish the existence of a joint venture. This agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, and assigns.

Seller Signature: _____ Date: _____

Print Name: **Eric Carlson, City of Apple Valley**

Seller Mailing Address for Check: _____

Seller Email: **Eric.Carlson@applevalleymn.gov** Phone: **952-953-2310**

Docusign Envelope ID: 02E64B08-6817-8492-80DB-6F83CAC93E84

City of Apple Valley, MN - 2026 Playground Auction List *3-9-2026*

Park	Address	Playground Manufacturer	Year Installed	Date For Auction	Date to Remove
Group 1				**March 30 – April 3**	**April 6 – April 17**
Pennock Park	15445 Pennock Avenue	Little Tikes	1998		
Greening Park	852 Greening Drive	Little Tikes	1998		
Duchess Park	947 Duchess Lane	Little Tikes	1998		
Faith Park (NW)	15539 Ferris Avenue	Landscape Structures	1998		
Tintah Park	4839 142nd Street West	Little Tikes	1998		
Group 2				**April 6 – April 17**	**April 20 – May 1**
Belmont Park	118 Belmont Road	Landscape Structures	1998		
Delaney Park	4745 147th Street West	Little Tikes	1998		
Moeller Park	13750 Johnny Cake Ridge Road	Landscape Structures	1998		
Cedar Knolls Park	7094 127th Street West	Little Tikes	1998		
Longridge Park	8530 160th Street West	Landscape Structures	1998		
Group 3				**April 20 – May 1**	**May 11 – May 22**
Apple Valley East Park	15335 Dunbar Avenue	Little Tikes	1998		
Findlay Park	12998 Findlay Way	Little Tikes	1998		
Fred J. Largen Park	7368 142nd Street West	Little Tikes	1998		
Hagemeister Park	13000 Johnny Cake Ridge Road	Landscape Structures	1998		

Notes:

- Equipment sold “as is”
- Must remove all equipment including the concrete footing
- Can take the plastic container if interested

Docusign Envelope ID: 02E64B08-6817-8492-80DB-6F83CAC93E84

- People are encouraged to review the site prior to submitting an auction bid
- Contact Steve Rother 952-953-2420 or Dain Brenno 952-953-2421 before you begin removal

ITEM: 4.W.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve Change Order No. 7 to agreement with Kraus-Anderson Construction Company for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)	
Staff Contact:	**Department / Division:**
Brian Christianson, Recreation Facilities Manager	Parks and Recreation

Action Requested:

Approve Change Order No. 7 to agreement with Kraus-Anderson Construction Company for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

Summary:

The City is using the construction manager at risk (CMAR) project delivery method to complete Project 2024-189, Redwood Park Reconstruction (formerly Project 2024-117), and Kraus-Anderson is our CMAR. At the May 8, 2025, meeting, the City Council authorized Parks & Recreation Director Eric Carlson to approve change orders under $35,000 for earthwork changes and change orders under $20,000 for all other scope changes. As the value of this change order equates to less than $20,000, Director Carlson has already approved it and is now updating the City Council.

This change order encompasses two adjustments:

- Additional tree removal and trail/grading work north of courts (add $9,708.75)
- Additional handicap signs per City Building Official (add $9,104.64)

CO 5: Two additions; see details above (add $18,813.39).
Total Change: Addition of $18,813.39
Revised Contract Total: $10,833,870.59

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:

1. Change Order 7

Docusign Envelope ID: D4804342-D3F5-4441-B4E2-466ECDCBF786

KRAUS-ANDERSON®
Construction Company

501 South Eighth Street
Minneapolis, MN 55404

Owner Change Order

Project: 2510045-	Redwood Park Improvements 311 County Road 42 Apple Valley, MN 55124	**Contract Number:** **Change Order #:**	2510045- Redwood Park Improvements 007
To (Contractor):	Kraus-Anderson Construction Company 501 South Eighth Street Minneapolis, MN 55404	**Change Order Date:**	02/20/26

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR	Description			Amount
11.00	Confluence PR #07		Add:	$9,708.75
38.00	Additional Handicap Signs per Building Official		Add:	$9,104.64
	Total For Change Order:	007	Add:	**$18,813.39**

The original Guaranteed Maximum Price was	**$10,755,665.00**
The net change by previously authorized Change Orders was	**$59,392.20**
The Guaranteed Maximum Price prior to this Change Order was	**$10,815,057.20**
The Guaranteed Maximum Price will be increased by this Change Order	**$18,813.39**
The new Guaranteed Maximum Price will be	**$10,833,870.59**

The Contract time will be increased by 0 days.
The Date of Substantial Completion as of the date of this Change Order therefore is 9/30/2026

Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Authorized By Owner:
City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124
Signed by: Eric Carlson
By: B1ADCACE7FCC474...
Date: 3/5/2026 | 7:38 AM CST

Accepted By Contractor:
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
Signed by: Patrick Mulcahey
By: 1005C80A4B9242C...
Date: 3/5/2026 | 8:08 AM CST

Initial MM

ITEM: 4.X.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve Change Order No. 2 to agreement with Kraus-Anderson Construction Company for Project 2024-190, Kelley Park Renovation (2023 Parks Bond Referendum)	
Staff Contact:	**Department / Division:**
Eric Carlson, Parks and Recreation Director	Parks and Recreation

Action Requested:

Approve Change Order No. 2 to agreement with Kraus-Anderson Construction Company for Project 2024-190, Kelley Park Renovation (2023 Parks Bond Referendum)

Summary:

The City is using the construction manager at risk (CMAR) project delivery method to complete Project 2024-190, Kelley Park Renovation (formerly Project 2024-118), and Kraus-Anderson is our CMAR. At the May 8, 2025, meeting, the City Council authorized Parks & Recreation Director Eric Carlson to approve change orders under $35,000 for earthwork changes and change orders under $20,000 for all other scope changes. As the value of this change order equates to less than $20,000, Director Carlson has already approved it and is now updating the City Council.

This change order encompasses various adjustments, including the following:

- Remove solar lighting poles and fixtures (deduct $139,196.34)
- Add electric lighting poles and fixtures (add $46,772.03)
- Modify roofing beams to ensure roof decking is flat (add $1,109.73)

CO 2: Various additions and deductions; see details above (total deduction of $91,314.58).
Total Change: Deduction of $91,314.58
Revised Contract Total: $7,810,978.09

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:

1. Change Order 2

Docusign Envelope ID: 37D06903-2EC1-49C5-9B37-A8939055F480

KRAUS-ANDERSON®
Construction Company

501 South Eighth Street
Minneapolis, MN 55404

Owner Change Order

Project: 2510088- Kelley Park Improvements

6855 Fortino Street
Apple Valley, MN 55124

To (Contractor): Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Contract Number: 2510088- Kelley Park Improvements

Change Order #: 002

Change Order Date: 02/02/26

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR	Description			Amount
1.00	Confluence PR #001		Deduct:	($139,196.34)
3.00	Confluence PR #003		Add:	$46,772.03
9.00	RFI #004 - Beam Depth		Add:	$1,109.73
	Total For Change Order:	002	Deduct:	**($91,314.58)**

The original Guaranteed Maximum Price was	**$7,873,921.00**
The net change by previously authorized Change Orders was	**$28,371.67**
The Guaranteed Maximum Price prior to this Change Order was	**$7,902,292.67**
The Guaranteed Maximum Price will be decreased by this Change Order	**($91,314.58)**
The new Guaranteed Maximum Price will be	**$7,810,978.09**

The Contract time will be increased by 0 days.
The Date of Substantial Completion as of the date of this Change Order therefore is 8/30/2026

Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Authorized By Owner:
City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124
Signed by:
By: Eric Carlson
Date: 3/10/2026 | 10:58 AM CDT

Accepted By Contractor:
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
Signed by:
By: Patrick Mulcahey
Date: 3/10/2026 | 1:54 PM CDT

Initial

ITEM: 4.Y.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:
Project 2021-172, Police Garage

1. Approve revised AIA Documents C132-2019 and E235-2019 agreement with RJM Construction, LLC for Project 2021-172, Police Garage
2. Approve change order to agreement with RJM Construction, LLC for Project 2021-172, Police Garage
3. Approve acceptance and final payment on agreement with RJM Construction, LLC for Project 2021-172, Police Garage

Staff Contact:	**Department / Division:**
Charles Grawe, Assistant City Administrator	Administration

Action Requested:

1. Approve revised AIA Documents C132-2019 and E235-2019 agreement with RJM Construction, LLC for Project 2021-172, Police Garage
2. Approve change order to agreement with RJM Construction, LLC for Project 2021-172, Police Garage
3. Approve acceptance and final payment on agreement with RJM Construction, LLC for Project 2021-172, Police Garage

Summary:

In December of 2021, the City approved an agreement with RJM Construction, LLC to serve as Construction Manager as Adviser for the Central Maintenance Facility expansion and remodeling project. Due to issues with the site to accommodate necessary changes to the Water Treatment Plant, the scope of the project was reduced to the construction of the Police Operations Building. This item is an explanation of the final cost for the construction management services. In addition to authorizing the final payment, there are two house-keeping issues that need to be addressed. One is the ratification of the terms of the contract applied when the project shifted from being part of the CMF site project to being an independent project on its own site. The other is approval of a "change order" which is financial mechanism to true-up the final costs against the estimated costs at the beginning of the project.

Background:

When the City selected RJM as the construction manager, the project was still in the planning and

design phase and the project scope included both the CMF buildings and the police building on the CMF site. As the design team discovered an increasing number of site constraints, many different building designs and locations were explored, requiring RJM to run additional cost estimations. Ultimately, the team found it was not feasible to locate the Police Operations Building on the CMF site and the McNamara property to the south of the CMF site was purchased and became the final home of the Operations Building. At the same time, the need to expand the Water Treatment Plant to address PFAS led the City to place expansion of other CMF uses of the site on hold for several years.

Once the decision was made to place CMF on hold and proceed with construction of the Police Operations Building on the former McNamara site, two important house-keeping issues were intended to occur. The first was to essentially close out RJM's work under the original CMF site agreement as that scope of work could never proceed past the planning and design phase. On November 26, 2024, the City Council approved an amendment to the terms of the original agreement to settle payment for the many additional unexpected cost estimation services provided while trying to fit the Police Operations Building on the CMF site. The second issue was to replace the original CMF agreement with a similar agreement that only applied to the Police Operations building on the former McNamara site. Because the smaller scale project was on a new site and had different issues (considerable soil contamination) that would require greater time from the construction manager, the new agreement with RJM would have a new preconstruction fee, a higher cap on salary costs for RJM employees working on the project, and a slightly higher percentage for the management fee.

The draft replacement agreement was prepared and all the costs presented to the Council through the approval process were based on the numbers in the draft replacement agreement. Received documents reflecting the numbers in the draft replacement agreement include project cost estimates, change order amounts presented to the Council, and invoice amounts sent to the City throughout the project. Unfortunately, due to a clerical oversight, the replacement agreement itself was not placed on the Council agenda when the Council approved the amendment essentially closing the original agreement. While the estimated costs of the project are not impacted, it is important for the Council to approve the replacement agreement to create consistency and agreement between the agreement terms and already approved change orders and paid invoices. This action approves the replacement agreement. The City Attorney has reviewed the attached replacement agreement.

The agreement for this type of construction management service is somewhat similar to an agreement with an architect, because the services provided are professional services as opposed to actual construction, which is done by other contractors. The cost of the services is a function of the amount of the total dollar value of contracts administered as well as the cost of various small contracts and reimbursable expenses incurred over the course of the project. When creating the project budget estimate for the Council at the time of project authorization, RJM calculated the estimate of the fee based on the awarded construction contracts, included the estimated cost for RJM staffing, and added a third cost area for expected reimburseable expenses (permits, fuel, site heat, site electricity, site cleaning, temporary fencing, temporary toilets, dumpsters, insurance, etc.) and other miscellaneous small contracts required for coordination and other reasons were more efficient to run through the construction manager, rather than contracting by the City directly. The grand total of the final estimated costs at the start of the construction was $1,889,734.00. Of that

total, the projected reimbursable costs were $1,643,435.00 and the estimated fee was $246,299.00.

As the project progressed, the City made progress payments to RJM based on actual expenses incurred and cost changes to the RJM contract were approved with each individual change order. With the completion of the project, it is necessary to calculate the final actual costs to determine the final payment due. RJM does this through a process working off the cost estimates provided when the bids were awarded. The final total actual cost of work is the sum of the original bid construction contracts with change orders (totaling $10,292.448.54) and actual RJM staffing and other reimbursable expenses (totaling $1,614,566.87) or $11,907,015.41. The final 1.95 percent fee amount is $232,186.80. The total amount owed to RJM is the reimbursable expenses of $1,614,566.87 and the fee of $232.186.80, or a grand total of $1,846,753.64.

Even though there was not a fixed compensation number in the RJM agreement, RJM's accounting method treats the initial estimate amounts as if they were a set beginning contract amount (total of $1,889,734.00 and subtotals of $1,643.435 for reimbursable and $246,299.00 for the fee). A true-up process reconciles the original estimates and the actual final numbers. Since the actual total cost of $1,846,753.64 is less than the originally estimated $1,889,734.00, there is a true-up change order of $(42,980.36) that is reflected in a close-out change order. This action approves the true-up change order to adjust the final project total using the accounting method that RJM employs.

Finally, with the final cost of reimbursable expenses and the construction manager's fee determined, the amounts paid by the City in previous invoices are subtracted to obtain final payment amounts on both the reimbursable expenses and the fee. RJM uses two invoices (numbers 17 and 18) to identify what is owed for both the reimbursable expenses and the construction manager's fee after the true-up process. The final payment owed on the fee is a deduction of $(9,752.95) and for the reimbursable expenses is $90,103.16. The combined total final payment is $80,350.21.

Budget Impact:

N/A

Attachments:

1. AIA C132-2019 Contract
2. AIA E235-2019 Sustainable Project Exhibit
3. True-up Change Order
4. Pay App #17
5. Pay App #18

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 6th day of June in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124

and the Construction Manager:
(Name, legal status, address, and other information)

RJM Construction, LLC
830 Boone Ave. North
Golden Valley, MN 55427

for the following Project:
(Name, location, and detailed description)

City of Apple Valley Police Operations Building
14325 Flagstaff Ave
Apple Valley, MN 55124

The Architect:
(Name, legal status, address, and other information)

Oertel Architects, Ltd.
1795 St. Clair Avenue
St. Paul, MN 55105

The Owner and Construction Manager agree as follows.

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.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The scope of the project consists of the following:

- Construction of a new Police storage area (Police garage), Training & briefing office, lockers, and wellness area

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A depiction of the proposed site plan and interior renovation plan consistent with the Space Needs Report.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The total estimated project costs are shown below:
See attached Estimate Summary

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Completed

.2 Construction commencement date:

Summer 2024

.3 Substantial Completion date or dates:

Summer 2025

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid pursuant to Minnesota Statutes

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

14-month construction completion

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Complying with Green Globes standards, but not obtaining certification.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Matt Saam
7100 147th Street West
Apple Valley, MN 55124
(952) 953-2412
Matt.Saam@applevalleymn.gov

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§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

Bolton & Menk, Inc (under City's contract)
2035 County Road D East
Maplewood, MN 55109-5314

.2 Geotechnical Engineer:

Braun Intertec (Under City's contract)
11001 Hampshire Ave S
Minneapolis, MN 55438

.3 Civil Engineer:

Brandon Anderson, City Engineer
7100 147th St. West
Apple Valley, MN 55124

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Brad Barickman
RJM Construction, LLC
830 Boone Ave. N.
Golden Valley, MN 55402

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:

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(List any specific requirements and personnel to be included in the staffing plan, if known.)

Brad Barickman, Project Principal
John McKenzie, Superintendent
Aaron Hooyer, Project Manager
Sam Sheehan, Project Executive
Justin Johnson, Director of Preconstruction
Jake Fisher, Virtual Design Lead
Mike Johnson, Quality Control Director

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended. The Construction Manager shall not be responsible for actions taken by the Architect.

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§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than Two Million and no/100 Dollars ($ 2,000,000.00) for each occurrence and Four Million and no/100 Dollars ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million and no/100 Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand and no/100 Dollars ($ 500,000.00) each accident, Five Hundred Thousand and no/100 Dollars ($ 500,000.00) each employee, and Five Hundred Thousand and no/100 Dollars ($ 500,000.00) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million and no/100 Dollars ($ 2,000,000.00) per claim and Four Million and no/100 Dollars ($ 4,000,000.00) in the aggregate. The Construction Manager agrees that the deductible within its professional liability insurance policy shall not exceed $2,000,000.00.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability and Professional Liability

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policy to include a statement that such insurance cannot be cancelled until thirty (30) days after the Owner has received written notice of the intention to cancel the insurance.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.8.8 The Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Such builder's risk insurance coverage shall be no less than the amount of the initial Cost of the Work, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The builder's risk insurance shall be maintained until Substantial Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the Builder's Risk insurance policy or policies required. The Construction Manager shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 The Construction Manager will be utilizing Procore to manage documentation and communications on the Project (centralized electronic document management system).

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion or upon termination of this Agreement, whichever occurs first.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3 and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

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§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated,

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(2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 Intentionally deleted.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

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.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control

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over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a bi-weekly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress/project reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and

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.13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractors' work force reports;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

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§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	Oertel Architects
§ 4.1.1.2 Tenant-related services	Not Provided
§ 4.1.1.3 Commissioning	Not provided
§ 4.1.1.4 Development of a commissioning plan	Not provided
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Construction Manager – Basic Services
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager – Basic Services
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Not provided
§ 4.1.1.8 Assistance with site selection	Not Provided
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Not Provided
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Construction Manager – Basic Services
§ 4.1.1.14 Stakeholder relationships management	Not Provided
§ 4.1.1.15 Owner moving coordination	
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Owner
§ 4.1.1.17 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.
(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;

.4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.5 Consultation concerning replacement of work resulting from fire or other cause during construction and furnishing services required in connection of replacement of such work.

§ 4.2.3

(Paragraphs deleted)

Intentionally deleted.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the

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Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect for the Project..

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

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§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; compensation of the Construction Manager and Construction Manager's Consultants, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the

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necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction in Dakota County, Minnesota

[ ] Other: *(Specify)*

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager within thirty (30) days from the date payment is due, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services for nonpayment, the Construction Manager shall give fifteen (15) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension. The Construction Manager's time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 180 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than fifteen (15) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

None

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, which consent shall not be unreasonably withheld, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Pursuant to Minnesota Statutes § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in performing an owner's function under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Construction Manager must comply with those requirements as if it were a government entity.

§ 10.11 As the Construction Manager is not the Owner's employee, the Construction Manager is responsible for paying all required state and federal taxes. In particular, the Owner will not withhold FICA (Social Security) from the Construction Manager's payments; will not make state or federal unemployment insurance contributions on the Construction Manager's behalf; will not withhold state or federal income tax from payment to the Construction Manager; will not make disability insurance contributions on behalf of the Construction Manager; or will not obtain workers' compensation insurance on behalf of the Construction Manager.

§10.12 Notices provided or required herein, shall be sent to the party's representative identified in this Agreement. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery with signed receipt or by certified mail with postage prepaid and return receipt requested. Notices delivered by email and U.S. Mail will be deemed communicated as of actual receipt.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Lump sum $50,000

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

On an hourly basis at the rates set forth or incorporated herein with the total compensation not to exceed $1,593,432. Plus a construction manager fee of 1.95% of the actual cost of work.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:

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(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
Project Executive	$183.40
Project Management	$134.46
General Superintendent	$144.90
On-Site Supervision	$134.90
Risk Manager	$183.40
QA/QC Director	$144.90
Safety Director	$144.90
Project Coordinator	$70.40
Estimator	$134.46
Estimating Coordinator	$70.40
MEP Coordinator	$149.40
Virtual Design	$124.92

§ 11.6 Compensation for Reimbursable Expenses
§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 The Construction Manager and its consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance.
(Paragraphs deleted)
Construction Manger shall be reimbursed for insurance provided pursuant to Section 2.8 of the Agreement and as set forth in RJM's estimate summary attached as Exhibit A to the Agreement. Builder's risk insurance will be reimbursed at 0.34% of the Cost of the Work. All other insurance, including general liability and professional liability, will be reimbursed at 0.90% of the Cost of the Work.

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§ 11.8 Payments to the Construction Manager
§ 11.8.1 Initial Payment
§ 11.8.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments
§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. With each invoice, the Construction Manager shall provide an itemized statement detailing the billing summary indicating the number of hours spent by any employee or agent as well as the hourly rate charged for the individual providing the work/services. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

6 % per annum

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[X] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

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.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Space Needs Report (Needs Assessment)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Clint Hooppaw Mayor	Ted Beckman President
(Printed name and title)	*(Printed name and title)*
OWNER (*Signature*)	
Pamela Gackstetter, City Clerk	
(*Printed name and title*)	

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AIA® Document C132® – 2019

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PAGE 1

AGREEMENT made as of the 6th day of June in the year 2024

...

City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124

...

RJM Construction, LLC
830 Boone Ave. North
Golden Valley, MN 55427

...

City of Apple Valley Police Operations Building
14325 Flagstaff Ave
Apple Valley, MN 55124

...

Oertel Architects, Ltd.
1795 St. Clair Avenue
St. Paul, MN 55105

PAGE 2

The scope of the project consists of the following:

- Construction of a new Police storage area (Police garage), Training & briefing office, lockers, and wellness area

...

A depiction of the proposed site plan and interior renovation plan consistent with the Space Needs Report.

...

The total estimated project costs are shown below:
See attached Estimate Summary

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PAGE 3

Completed

...

Summer 2024

...

Summer 2024

...

Competitive bid pursuant to Minnesota Statutes

...

14-month construction completion

...

Complying with Green Globes standards, but not obtaining certification.

...

Matt Saam
7100 147th Street West
Apple Valley, MN 55124
(952) 953-2412
Matt.Saam@applevalleymn.gov

PAGE 4

Bolton & Menk, Inc (under City's contract)
2035 County Road D East
Maplewood, MN 55109-5314

...

Braun Intertec (Under City's contract)
11001 Hampshire Ave S
Minneapolis, MN 55438

...

Brandon Anderson, City Engineer
7100 147th St. West
Apple Valley, MN 55124

...

Brad Barickman
RJM Construction, LLC
830 Boone Ave. N.
Golden Valley, MN 55402

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Brad Barickman, Project Principal
John McKenzie, Superintendent
Aaron Hooyer, Project Manager
Sam Sheehan, Project Executive
Justin Johnson, Director of Preconstruction
Jake Fisher, Virtual Design Lead
Mike Johnson, Quality Control Director

...

N/A

...

N/A

...

§ 1.3 The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition.~~ Edition, as amended. The Construction Manager shall not be responsible for actions taken by the Architect.
PAGE 6

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.~~

§ 2.8.1 Commercial General Liability with policy limits of not less than Two Million and no/100 Dollars ($ 2,000,000.00) for each occurrence and Four Million and no/100 Dollars ($ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million and no/100 Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand and no/100 Dollars ($ 500,000.00) each accident, Five Hundred Thousand and no/100 Dollars ($ 500,000.00) each employee, and Five Hundred Thousand and no/100 Dollars ($ 500,000.00) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million and no/100 Dollars ($ 2,000,000.00) per claim and Four Million and no/100 Dollars ($ 4,000,000.00) in the aggregate. The Construction Manager agrees that the deductible within its professional liability insurance policy shall not exceed $2,000,000.00.

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§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella ~~policies~~ polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability and Professional Liability policy to include a statement that such insurance cannot be cancelled until thirty (30) days after the Owner has received written notice of the intention to cancel the insurance.

PAGE 7

§ 2.8.8 The Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Such builder's risk insurance coverage shall be no less than the amount of the initial Cost of the Work, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The builder's risk insurance shall be maintained until Substantial Completion, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the Builder's Risk insurance policy or policies required. The Construction Manager shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing ~~written~~ building information modeling and digital data protocols for the development, use, transmission, ~~reliance, and exchange of digital data, including building information models for the Project.~~and exchange of digital data.

§ 2.10 ~~A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include the following:~~
~~*(List any items that are to be included in the centralized electronic management system.)*~~The Construction Manager will be utilizing Procore to manage documentation and communications on the Project (centralized electronic document management system).

...

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final ~~completion.~~ completion or upon termination of this Agreement, whichever occurs first.

...

The Construction Manager's Basic Services consist of those described in this Article ~~3,~~ 3 and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

PAGE 9

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall ~~develop bidders' interest in the Project and~~ establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with

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each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 ~~The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.~~Intentionally deleted.

...

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. ~~If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.~~
PAGE 12

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a ~~monthly~~ bi-weekly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written ~~progress~~ progress/project reports to the Owner and Architect, showing percentages of completion and other information identified below:
PAGE 14

§ 4.1.1.1	Measured drawings	Oertel Architects
§ 4.1.1.2	Tenant-related services	Not Provided
§ 4.1.1.3	Commissioning	Not provided
§ 4.1.1.4	Development of a commissioning plan	Not provided
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	Construction Manager – Basic Services
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager – Basic Services
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	Not provided
§ 4.1.1.8	Assistance with site selection	Not Provided
§ 4.1.1.9	Assistance with selection of the Architect	Owner
§ 4.1.1.10	Furnish land survey	Owner
§ 4.1.1.11	Furnish geotechnical engineering services	Owner
§ 4.1.1.12	Provide insurance advice	Not Provided
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Construction Manager – Basic Services
§ 4.1.1.14	Stakeholder relationships management	Not Provided

...

§ 4.1.1.16	Coordination of Owner's Separate Contractors	Owner
§ 4.1.1.17	Other Supplemental Services	Not Provided

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~~.4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;~~
~~.5 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
~~.6~~ .4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

~~.7~~ .5 Consultation concerning replacement of ~~Work~~ work resulting from fire or other cause during construction and furnishing services required in connection ~~with the~~ of replacement of such ~~Work; or~~work.
~~.8 Assistance to the Initial Decision Maker.~~

§ 4.2.3 ~~To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are~~

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~~not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:~~

~~.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.~~

~~.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.~~Intentionally deleted.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

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§ 5.4 The Owner shall retain an Architect ~~to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.~~for the Project..

...

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. ~~Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants.~~ The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. ~~The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project.~~ Communications by and with the Architect's consultants shall be through the Architect.

...

~~**§ 5.18** Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.~~

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work ~~includes the~~ does not include the compensation of the Architect; compensation of the Construction Manager and Construction Manager's ~~Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect;~~ Consultants, the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, ~~in accordance with the requirements of the binding dispute resolution method selected in this Agreement and~~ within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. ~~The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.~~

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[X] Litigation in a court of competent jurisdiction in Dakota County, Minnesota

...

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 ~~Arbitration~~The provisions of this Article 8 shall survive the termination of this Agreement.

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional~~

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~~person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

§ 9.1 If the Owner fails to make payments to the Construction Manager ~~in accordance with this Agreement,~~ within thirty (30) days from the date payment is due, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend ~~services,~~ services for nonpayment, the Construction Manager shall give ~~seven~~ fifteen (15) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to ~~suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the~~ suspension. The Construction Manager's time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. ~~When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services.~~ The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than ~~90~~ 180 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than ~~seven~~ fifteen (15) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ fifteen (15) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ~~seven~~ thirty (30) days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses ~~incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.~~ incurred.

...

None

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§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, which consent shall not be unreasonably withheld, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

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§ 10.10 Pursuant to Minnesota Statutes § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the Construction Manager in performing an owner's function under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the Construction Manager must comply with those requirements as if it were a government entity.

§ 10.11 As the Construction Manager is not the Owner's employee, the Construction Manager is responsible for paying all required state and federal taxes. In particular, the Owner will not withhold FICA (Social Security) from the Construction Manager's payments; will not make state or federal unemployment insurance contributions on the Construction Manager's behalf; will not withhold state or federal income tax from payment to the Construction Manager; will not make disability insurance contributions on behalf of the Construction Manager; or will not obtain workers' compensation insurance on behalf of the Construction Manager.

§10.12 Notices provided or required herein, shall be sent to the party's representative identified in this Agreement. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery with signed receipt or by certified mail with postage prepaid and return receipt requested. Notices delivered by email and U.S. Mail will be deemed communicated as of actual receipt.

...

Lump sum $50,000

...

On an hourly basis at the rates set forth or incorporated herein with the total compensation not to exceed $1,593,432. Plus a construction manager fee of 1.95% of the actual cost of work.

PAGE 22

Project Executive	$183.40
Project Management	$134.46
General Superintendent	$144.90
On-Site Supervision	$134.90
Risk Manager	$183.40
QA/QC Director	$144.90
Safety Director	$144.90
Project Coordinator	$70.40
Estimator	$134.46
Estimating Coordinator	$70.40
MEP Coordinator	$149.40
Virtual Design	$124.92

...

.8 ~~If required by the Owner, and with the Owner's prior written approval, the Construction Manager's~~ The Construction Manager and its consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;

...

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. ~~If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.~~

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~~*(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*~~

Construction Manger shall be reimbursed for insurance provided pursuant to Section 2.8 of the Agreement and as set forth in RJM's estimate summary attached as Exhibit A to the Agreement. Builder's risk insurance will be reimbursed at 0.34% of the Cost of the Work. All other insurance, including general liability and professional liability, will be reimbursed at 0.90% of the Cost of the Work.

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§ 11.8.1.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. With each invoice, the Construction Manager shall provide an itemized statement detailing the billing summary indicating the number of hours spent by any employee or agent as well as the hourly rate charged for the individual providing the work/services. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

6 % per annum

...

.2 ~~Building Information Modeling Exhibit, if completed:~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

...

[X] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

PAGE 24

Space Needs Report (Needs Assessment)

...

Clint Hooppaw Mayor

Ted Beckman President

...

OWNER (*Signature*)

Pamela Gackstetter, City Clerk
(*Printed name and title*)

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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 10:29:19 on 03/05/2026 under Order No. 20250153218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document E235™ – 2019

Sustainable Projects Exhibit, Construction Manager as Adviser Edition

This Exhibit dated the «9th » day of « December » in the year «2021 » is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

«CMF Improvements & Expansion Project »
«6442 140th St. West
Apple Valley, MN 55124 »

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 ARCHITECT

3 CONSTRUCTION MANAGER

4 CONTRACTOR

5 OWNER

6 CLAIMS AND DISPUTES

7 MISCELLANEOUS PROVISIONS

8 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of the services of the Architect and the Construction Manager as Adviser, the Work of the Contractor, and requirements and services of the Owner, where the Project includes achievement of a Sustainable Objective.

§ 1.2 Definitions

§ 1.2.1 Sustainable Objective

The Sustainable Objective is the Owner's goal of incorporating Sustainable Measures into the design, construction, maintenance, and operations of the Project to achieve a Sustainability Certification or other benefit to the environment, to enhance the health and well-being of building occupants, or to improve energy efficiency. The Sustainable Objective is identified in the Sustainability Plan.

§ 1.2.2 Sustainable Measure

A Sustainable Measure is a specific design or construction element, or post-occupancy use, operation, maintenance, or monitoring requirement that must be completed to achieve the Sustainable Objective. The Owner, Architect, Construction Manager, and Contractor shall each have responsibility for the Sustainable Measure(s) allocated to them in the Sustainability Plan.

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§ 1.2.3 Sustainability Plan
The Sustainability Plan is a Contract Document that identifies and describes: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's, Architect's, Construction Manager's, and Contractor'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.

§ 1.2.4 Sustainability Certification
The Sustainability Certification is the initial third-party certification of sustainable design, construction, or environmental or energy performance, such as LEED®, Green Globes™, Energy Star, or another rating or certification system, that may be designated as the Sustainable Objective or part of the Sustainable Objective for the Project. The term Sustainability Certification shall not apply to any recertification or certification occurring subsequent to the initial certification.

§ 1.2.5 Sustainability Documentation
The Sustainability Documentation includes all documentation related to the Sustainable Objective or to a specific Sustainable Measure that the Owner, Architect, Construction Manager, or Contractor is required to prepare in accordance with the Contract Documents. Responsibility for preparation of specific portions of the Sustainability Documentation will be allocated among the Owner, Architect, Construction Manager, and Contractor in the Sustainability Plan and may include documentation required by the Certifying Authority.

§ 1.2.6 Certifying Authority
The Certifying Authority is the entity that establishes criteria for achievement of a Sustainability Certification and is authorized to grant or deny a Sustainability Certification.

§ 1.3 Set forth below any incentive programs related to the Sustainable Objective the Owner intends to pursue, any deadlines for receiving the incentives, and any requirements related to the incentive programs that apply to the Architect or the Construction Manager or the performance of the Architect's or the Construction Manager's services:
(Identify applicable incentive programs, deadlines, and any related requirements that apply to the Architect or Construction Manager or their respective services.)

« »

§ 1.4 The Parties agree to incorporate this Exhibit into the agreements with the project participants performing services or Work in any way associated with the Sustainable Objective.

ARTICLE 2 ARCHITECT

§ 2.1 Scope of Architect's Sustainability Services
The Architect shall provide the Sustainability Services described in this Article 2. The Architect's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Architect Agreement.

§ 2.2 Sustainability Certification Agreements
Intentionally Deleted.

§ 2.3 Sustainability Workshop
As soon as practicable, but not later than the conclusion of the Schematic Design Phase Services, the Architect shall conduct a Sustainability Workshop with the Owner, the Owner's consultants, the Architect's consultants, the Construction Manager and the Construction Manager's consultants, and the Contractors, if any, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures to be targeted; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule, the Owner's program, and the Owner's budget for the Cost of the Work.

§ 2.4 Sustainability Plan Services
§ 2.4.1 Following the Sustainability Workshop, the Architect shall prepare a Sustainability Plan based on the Sustainable Objective and targeted Sustainable Measures.

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§ 2.4.1.1 The Architect shall provide the Construction Manager with information related to the Sustainability Plan for incorporation into the Project Schedule, including milestones related to achievement of the Sustainable Objective, and submissions of Sustainability Documentation to the Architect.

§ 2.4.2 As part of the Architect's submission of the Schematic Design Documents in accordance with the Owner-Architect Agreement, the Architect shall submit the Sustainability Plan prepared in accordance with Section 2.4.1, to the Owner, and request the Owner's approval. The Architect shall submit the Sustainability Plan to the Construction Manager for coordination of the requirements of the Sustainability Plan with the Construction Manager's other Preconstruction Phase services.

§ 2.4.3 As part of the Architect's submission of the Design Development Documents and Construction Documents in accordance with the Owner-Architect Agreement, the Architect shall advise the Owner and Construction Manager of any adjustments to the Sustainability Plan, and request the Owner's approval.

§ 2.4.4 The Architect shall perform those Sustainable Measures identified as the responsibility of the Architect in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 2.4.5 Subject to Section 2.9.2, the Architect shall make adjustments to the Sustainability Plan as the design and construction of the Project progresses.

§ 2.5 Design Phases

§ 2.5.1 The Architect shall prepare Schematic Design Documents, Design Development Documents, and Construction Documents that incorporate the Sustainable Measures identified in the Sustainability Plan, as appropriate.

§ 2.5.2 As part of the Sustainable Measures, the Project may require the use of materials and equipment that have had limited testing or verification of performance. The Architect may be unable to determine whether the materials or equipment will perform as represented by the manufacturer or supplier. The Architect shall discuss with the Owner the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Architect shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 2.6 Construction Phase

§ 2.6.1 The Architect shall advise and consult with the Owner and the Construction Manager regarding the progress of the Project toward achievement of the Sustainable Measures. Based on site visits performed in accordance with the Owner-Architect Agreement and other information received from the Construction Manager, the Architect shall promptly notify the Owner and Construction Manager of known deviations from the Contract Documents and defects or deficiencies in the Work that will affect the achievement of Sustainable Measures. The Architect shall meet with the Owner, Construction Manager, and Contractor to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

§ 2.6.2 If the Architect determines that a proposed change in the Work would materially impact a Sustainable Measure or the Sustainable Objective, the Architect shall notify the Owner and the Construction Manager and, upon the Owner's written authorization, further investigate such change.

§ 2.6.3 The Owner's payment of the Architect's final invoice does not relieve the Architect's obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

ARTICLE 3 CONSTRUCTION MANAGER

§ 3.1 Sustainability Services

§ 3.1.1 The Construction Manager shall provide the Sustainability Services described in this Article 3. The Construction Manager's performance of the services set forth in this document is based upon the Initial Information included in the Owner-Construction Manager as Adviser Agreement.

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§ 3.1.2 The Construction Manager shall perform those Sustainable Measures identified as the responsibility of the Construction Manager in the approved Sustainability Plan and any approved changes to the Sustainability Plan.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall provide a preliminary evaluation of the Owner's anticipated Sustainable Objective.

§ 3.2.2 The Construction Manager shall include recommendations for Sustainable Measures, based on the anticipated Sustainable Objective, in its written Construction Management Plan.

§ 3.2.3 Sustainability Workshop

The Construction Manager shall attend the Sustainability Workshop described in Section 2.3, conducted by the Architect, with the Owner, the Owner's consultants, the Architect's consultants, the Construction Manager's consultants, and the Contractors, if any, during which the participants will: review and discuss potential Sustainability Certifications; establish the Sustainable Objective; discuss potential Sustainable Measures to be targeted; examine strategies for implementation of the Sustainable Measures; and discuss the potential impact of the Sustainable Measures on the Project schedule and the Owner's program and budget.

§ 3.2.4 Consultation

§ 3.2.4.1 As part of the Construction Manager's consultation and coordination services in accordance with the Owner-Construction Manager as Adviser Agreement, the Construction Manager shall discuss the requirements of the Sustainability Plan with the Owner and Architect, and shall provide recommendations consistent with the Sustainability Plan.

§ 3.2.4.2 The Construction Manager shall identify in the Project schedule items that could affect timely achievement of the Sustainable Objective, and include specific milestone dates related to the requirements of the Sustainability Plan.

§ 3.2.5 Cost Estimates

§ 3.2.5.1 The Construction Manager shall include the Owner's anticipated Sustainable Objective in the Construction Manager's preliminary estimates of the Cost of the Work, or the cost of the program requirements, for the Architect's review and Owner's approval.

§ 3.2.5.2 In its updates of the estimate of the Cost of the Work, the Construction Manager shall allow for the further development of the Sustainability Plan.

§ 3.3 Construction Phase

§ 3.3.1 Prior to the start of construction, the Construction Manager shall hold a meeting with the Contractors to discuss coordination and scheduling of the Work related to the requirements of the Sustainability Plan and the Sustainable Measures to be performed by the Contractors, and to develop solutions to issues identified.

§ 3.3.2 The Construction Manager shall develop a construction waste management and disposal plan setting forth the procedures and processes for salvaging, recycling or disposing of construction waste generated from the Project.

§ 3.3.3 The Construction Manager shall report to the Owner and Architect known deviations from the Contract Documents and defects and deficiencies in the Work that will impact a Contractor's achievement of its Sustainable Measures. The Construction Manager shall meet with the Owner, Architect, and Contractor to discuss remedies or, where appropriate, alternatives to achieve the Sustainable Measures.

§ 3.3.4 The Construction Manager shall record the progress toward achievement of the Sustainable Objective and include this information in its written progress reports to the Owner and Architect. The Construction Manager shall include the Sustainable Measures completed for the period in its written progress reports to the Owner and Architect.

§ 3.3.5 Sustainability Documentation

§ 3.3.5.1 The Construction Manager shall prepare, and submit to the Architect, the Sustainability Documentation required from the Construction Manager by the Sustainability Plan.

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§ 3.3.5.2 The Construction Manager shall collect the Sustainability Documentation required from the Contractors by the Contract Documents; review the Sustainability Documentation for completeness; and organize and submit to the Architect the Sustainability Documentation in accordance with the Project schedule.

§ 3.3.5.3 At Substantial Completion, the Construction Manager shall forward to the Owner all Sustainability Documentation prepared by the Contractors in accordance with the Contract Documents, except for Sustainability Documentation, which by its nature, must be completed after Substantial Completion.

§ 3.3.6 The Owner's payment of the Construction Manager's final invoice does not relieve the Construction Manager of its obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

ARTICLE 4 CONTRACTOR

§ 4.1 The Contractor shall perform those Sustainable Measures identified as the responsibility of the Contractor in the Sustainability Plan.

§ 4.2 The Contractor shall meet with the Owner, Architect, and Construction Manager to discuss alternatives in the event the Owner, Architect, or Construction Manager recognizes a condition that will affect achievement of a Sustainable Measure or achievement of the Sustainable Objective. If any condition is discovered by, or made known to, the Contractor that will adversely affect the Contractor's achievement of a Sustainable Measure for which the Contractor is responsible pursuant to the Sustainability Plan, the Contractor will promptly provide notice to the Construction Manager and the Architect, and meet with the Owner, Architect and Construction Manager to discuss alternatives to remedy the condition.

§ 4.3 The Contractor shall include, with any request for substitution, a written representation identifying any potential effect the substitution may have on the Project's achievement of a Sustainable Measure or the Sustainable Objective. The Owner, Architect, and Construction Manager shall be entitled to rely on any such representation. In preparing this representation, the Contractor may request additional information from the Architect describing how the product, material or equipment, for which a substitution is proposed, was intended to satisfy the requirements of a Sustainable Measure or contribute toward achievement of the Sustainable Objective.

§ 4.4 Sustainability Documentation

The Contractor shall be responsible for preparing and completing the Sustainability Documentation required from the Contractor by the Contract Documents, including any Sustainability Documentation required to be submitted after Substantial Completion. The Contractor shall submit the Sustainability Documentation to the Construction Manager in accordance with any schedules or deadlines set forth in, or as otherwise required by, the Contract Documents. In the absence of schedules or deadlines for submission of Sustainability Documentation in the Contract Documents, the Contractor will submit the Sustainability Documentation with reasonable promptness, but in no event more than 60 days after Substantial Completion.

§ 4.5 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents and the Contractor's design professional proposes the use of materials or equipment that have had limited testing or verification of performance, the Contractor shall discuss with the Architect, Owner, and Construction Manager the proposed use of such materials or equipment and potential effects on the Sustainable Objective that may occur if the materials or equipment fail to perform in accordance with the manufacturer's or supplier's representations. The Owner will render a written decision regarding the use of such materials or equipment in a timely manner. In the event the Owner elects to proceed with the use of such materials or equipment, the Contractor, Architect, and Construction Manager shall be permitted to rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from the failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

§ 4.6 The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Sustainability Plan and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Sustainability Plan.

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User Notes: (1698783594)

§ 4.7 Construction Waste Management
The Contractor shall comply with the requirements of the waste management and disposal plan, and shall recycle, reuse, remove or dispose of materials, as required by the Contract Documents.

§ 4.8 Substantial Completion
Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of a Certificate of Substantial Completion. Except for that portion of the Sustainability Documentation that by its nature must be provided after Substantial Completion, the Contractor shall submit all other Sustainability Documentation required from the Contractor by the Contract Documents to the Construction Manager no later than the date of Substantial Completion.

§ 4.9 Final Completion
§ 4.9.1 All Sustainability Documentation required from the Contractor by the Contract Documents shall be submitted to the Construction Manager before final payment or any remaining retained percentage shall become due.

§ 4.9.2 Verification that the Project has achieved the Sustainable Objective, or the actual achievement of the Sustainable Objective, shall not be a condition precedent to issuance of the final Certificate for Payment. Final payment does not relieve the Contractor of its obligation to fulfill its responsibilities related to achieving the Sustainable Objective.

ARTICLE 5 OWNER
§ 5.1 Based on the Owner's approval of the Sustainability Plan and any approved changes to the Sustainability Plan, the Owner shall perform those Sustainable Measures identified as the responsibility of the Owner in the Sustainability Plan, or as otherwise required by the Contract Documents. The Owner shall require that each of its Contractors, Separate Contractors and consultants performs the Contractor's, Separate Contractor's or consultant's services in accordance with the Sustainability Plan.

§ 5.2 The Owner shall provide to the Contractors, Construction Manager, and Architect any information requested by the Contractors, Construction Manager, or Architect that is relevant and necessary for achievement of the Sustainable Objective, including: design drawings; construction documents; record drawings; shop drawings and other submittals; operation and maintenance manuals; master plans; building operation costs; building operation budgets; pertinent records relative to historical building data, building equipment and furnishings; and repair records.

ARTICLE 6 CLAIMS AND DISPUTES
The Owner, Contractor, Construction Manager, and Architect waive claims against each other for consequential damages resulting from failure of the Project to achieve the Sustainable Objective or one or more of the Sustainable Measures.

ARTICLE 7 MISCELLANEOUS PROVISIONS
§ 7.1 The Owner, Contractor, Construction Manager, and Architect acknowledge that achieving the Sustainable Objective is dependent on many factors beyond the Contractor's, Construction Manager's and Architect's control, such as the Owner's use and operation of the Project; the work or services provided by other Contractors, and the Owner's Separate Contractors or consultants. Accordingly, neither the Architect, the Contractor, nor the Construction Manager warrant or guarantee that the Project will achieve the Sustainable Objective.

§ 7.2 This Sustainable Projects Exhibit shall not be construed to create a contractual relationship of any kind (1) between the Owner and the Construction Manager's consultants, (2) between the Owner and the Architect's consultants, (3) between the Contractor and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor, or (6) between the Construction Manager and the Architect.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Sustainable Project Exhibit, if any, are as follows:

« »

TBB

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User Notes: (1698783594)

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
City of Apple Valley Central Maintenance Facility 6442 140th Street West Apple Valley, MN 55124	Contract For: General Construction Date: 01-20-2026	Change Order Number: 003 Date: February 20, 2026
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
City of Apple Valley 7100 147th Street West Apple Valley, MN 55124	Oertel Architects 1795 St. Clair Avenue St. Paul Saint Paul, MN 55105	RJM Construction, LLC 830 Boone Avenue North Golden Valley, MN 55427

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Central Maintenance Facility contract reconciliation. ($41,307.22)

The original Contract Sum was	$	1,889,734.00
The net change by previously authorized Change Orders	$	-1,673.14
The Contract prior to this Change Order was	$	1,888,060.86
The Contract will be decreased by this Change Order in the amount of	$	-41,307.22
The new Contract including this Change Order will be	$	1,846,753.64

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	**CONTRACTOR** *(Signature)*	**OWNER** *(Signature)*
BY: Eric Werner, Architect	BY: Sam Sheehan, Project Executive	
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
Date	*Date*	*Date*

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MINNEAPOLIS OFFICE
830 Boone Ave
Golden Valley, MN 55427

CHANGE ORDER REQUEST

To : City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124

PCO: Owner-89
From: Aaron Hooyer
PH:
Email: aaron.hooyer@rjmconstruction.com

Description: Central Maintenance Facility Final Contract Reconciliation

Date: 02/19/2026
Project: City of Apple Valley Central Maintenance Facili

Details:

This CO aligns the 2021 CMF construction contract with the project adjustments directed by the city and approved by council with respect to the Police Operations Building phase of construction. This change order revises the original 2021 contractors fee to 1.95%, as was initially intended with the project revisions in 2024 and incorporated into estimates and budgets for the police operations building. It also ratifies the previous AIA C132-2019 contract dated June 6th, 2024 to recognize the updated cost of the work for the new police operations building and site improvements as submitted by RJM for City Council approval.

Item	Subcontractor:	Phase:		
1	RJM Construction, LLC	90-80-10-	Fee	-41,307.22

Subtotal: **-41,307.22**

Total For Change Order: **-41,307.22**

Approved By: City of Apple Valley

Signed: _____

Date: _____

Submitted By: RJM Construction, LLC

Signed: _____

Date: _____

The work described in this Change Order Request constitutes a change in scope to the Contract Documents. Execution of this Change Order Request by the Owner acknowledges this change in scope. Should the final project costs exceed the Guaranteed Maximum Price at the completion of the project, it is hereby agreed that a project change order will be executed by the Owner, increasing the Contract value by the amount of this Change Order Request.

MINNEAPOLIS OFFICE
830 Boone Ave North
Golden Valley, MN 55427

Change Order

To : City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124

Contract Name: City of Apple Valley Central Maintenance Facility

Change Order #: 16
Change Order Date : 03/10/26

You are directed to make the following changes in this Contract:

PCO #	Description	Amount
89	Central Maintenance Facility Final Contract Reconciliation	-41,307.22
	Total:	**-41,307.22**

The original Contract Sum was	**1,889,734.00**
The net change by previously authorized Change Orders was	**-1,673.14**
The Contract Sum prior to this Change Order was	**1,888,060.86**
The Contract Sum will be decreased by this Change Order	**-41,307.22**
The new Contract Sum will be	**1,846,753.64**

The new Contract Completion date as of this Change Order will be 6/15/2025

Authorized By Owner:
City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124

By: _____
Date: _____

Accepted By Contractor:
RJM Construction, LLC
830 Boone Ave North
Golden Valley, MN 55427

By: _____
Date: _____

Architect/Engineer:
Oertel Architects
1795 St. Clair Avenue
St. Paul, MN 55105

By: _____
Date: _____

Please sign and return original to RJM Construction LLC

Project: 21520-0128

MINNEAPOLIS OFFICE
830 Boone Ave
Golden Valley, MN 55427

CHANGE ORDER REQUEST

To : City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124

PCO: Owner-89
From: Aaron Hooyer
PH:
Email: aaron.hooyer@rjmconstruction.com

Description: Central Maintenance Facility Final Contract Reconciliation

Date: 02/19/2026
Project: City of Apple Valley Central Maintenance Facili

Details:

This CO aligns the 2021 CMF construction contract with the project adjustments directed by the city and approved by council with respect to the Police Operations Building phase of construction. This change order revises the original 2021 contractors fee to 1.95%, as was initially intended with the project revisions in 2024 and incorporated into estimates and budgets for the police operations building. It also ratifies the previous AIA C132-2019 contract dated June 6th, 2024 to recognize the updated cost of the work for the new police operations building and site improvements as submitted by RJM for City Council approval.

Item	Subcontractor:	Phase:		
1	RJM Construction, LLC	90-80-10-	Fee	-41,307.22

Subtotal: **-41,307.22**

Total For Change Order: **-41,307.22**

Approved By: City of Apple Valley

Signed: _____

Date: _____

Submitted By: RJM Construction, LLC

Signed: _____

Date: 2/20/26

The work described in this Change Order Request constitutes a change in scope to the Contract Documents. Execution of this Change Order Request by the Owner acknowledges this change in scope. Should the final project costs exceed the Guaranteed Maximum Price at the completion of the project, it is hereby agreed that a project change order will be executed by the Owner, increasing the Contract value by the amount of this Change Order Request.

RJM CONSTRUCTION

Please Remit Payment to: RJM Construction,
830 Boone Ave North
Golden Valley, MN 55427

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Apple Valley
Attn: Charles Grawe
7100 147th Street West
Apple Valley, MN 55124

Project: 21520-0128 City of Apple Valley Central Maintenance Facility
6442 140th Street West
Apple Valley, MN 55124

Architect: Oertel Architects
1795 St. Clair Avenue
St. Paul, MN 55105

Invoice #: 2152012817
Application No. : 17
Application Date: 12/31/2025
Period From: 12/1/2025
To: 12/31/2025

Distribution to
☐ Owner
☐ Architect
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum			$1,889,734.00
2. Net Change By Change Order			-$42,980.36
3. Contract Sum To Date			$1,846,753.64
4. Total Completed and Stored To Date			$1,846,753.64
5. Retainage:			
a. 5.00%	of Completed Work	$92,337.68	
b. 0.00%	of Stored Material	$0.00	
Total Retainage			$92,337.68
6. Total Earned Less Retainage			$1,754,415.96
7. Less Previous Certificates For Payments			$1,766,403.43
8. Current Payment Due			-$11,987.47
9. Balance To Finish, Plus Retainage			$92,337.68

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$80,908.44	$415.83
Total Approved this Month	$0.00	$123,472.97
TOTALS	$80,908.44	$123,888.80
Net Changes By Change Orde	**-$42,980.36**	

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

CONTRACTOR: **RJM Construction LLC**

By: _____ Date: 3/12/26

State of: Minnesota County of: Dakota
Subscribed and sworn to before me th 12th day of March, 2026
Notary Public: _____
My Commission expires 1/31/27

JUSTIN M KING
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED **-$11,987.47**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 17
Application Date : 12/31/25
To: 12/31/25
Architect's Project No.:

Invoice # : 2152012817 **Contract : 21520-0128 City of Apple Valley Central Maintenance Facility**

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	City of Apple Valley Central Maintenance Facility	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
01-00	General Conditions	892,421.44	886,992.44	5,429.00	0.00	892,421.44	100.00%	0.00	44,621.08
01-30	General Requirements	210,007.66	209,344.48	663.18	0.00	210,007.66	100.00%	0.00	10,500.39
01-50	Preconstruction Fee	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	2,500.00
01-56	Temporary Barriers & Enclosures	127,430.22	123,440.68	3,989.54	0.00	127,430.22	100.00%	0.00	6,371.53
01-74	Dumpsters & Daily Cleaning	24,055.48	24,055.48	0.00	0.00	24,055.48	100.00%	0.00	1,202.77
90-40	Building Permit	138,279.26	138,279.26	0.00	0.00	138,279.26	100.00%	0.00	6,913.97
90-50	General Liability Insurance	125,093.41	125,248.37	-154.96	0.00	125,093.41	100.00%	0.00	6,254.65
90-80	Builders Risk Insurance	47,279.37	47,337.90	-58.53	0.00	47,279.37	100.00%	0.00	2,363.95
99-99	Contractors Fee	232,186.80	254,673.42	-22,486.62	0.00	232,186.80	100.00%	0.00	11,609.34
Grand Totals		**1,846,753.64**	**1,859,372.03**	**-12,618.39**	**0.00**	**1,846,753.64**	**100.00%**	**0.00**	**92,337.68**

INVOICE

From:	**RJM Construction, LLC**	*Invoice:*	**2152012817**
	830 Boone Ave North	*Invoice Date:*	**12/31/25**
	Golden Valley, MN 55427	*Due Date:*	**01/30/26**
	952-837-8600	*Disc Date:*	
To:	**City of Apple Valley**		
	Attn: Charles Grawe		
	7100 147th Street West		
	Apple Valley, MN 55124		

Contract : 21520-0128 City of Apple Valley Central Maintenance Facility

General Conditions

LABOR

General Superintendent	Regular Earnings	12.00 HRS	@	162.00	1,944.00
MEP	Regular Earnings	10.00 HRS	@	180.00	1,800.00
Project Administrator	Regular Earnings	1.00 HRS	@	85.00	85.00
Project Executive	Regular Earnings	8.00 HRS	@	200.00	1,600.00
		Total LABOR			**5,429.00**
		General Conditions Sub-Total:			**5,429.00**

General Requirements

MATERIAL PURCHASES

David B Barickman	Inv#	200345-72	38.50
Aaron Hooyer		203316-50	36.40
Pro-Tec Design Inc.		121502	390.00
	Total MATERIAL PURCHASES		**464.90**

Project Software/Websites

	109.82
Total Project Software/Websites	**109.82**

Pickup Truck

	48.00
Total Pickup Truck	**48.00**

Communication Services

	30.43
Total Communication Services	**30.43**

Reproduction

	4.25
Total Reproduction	**4.25**

Electronic Equipment

	5.78
Total Electronic Equipment	**5.78**
General Requirements Sub-Total:	**663.18**

Temporary Barriers & Enclosures

MATERIAL PURCHASES

Dakota Electric Association	Inv#	20251015	3,989.54
	Total MATERIAL PURCHASES		**3,989.54**
	Temporary Barriers & Enclosures Sub-Total:		**3,989.54**

General Liability Insurance

GENERAL LIABILITY INSURANCE

	-154.96
General Liability Insurance Sub-Total:	**-154.96**

INVOICE

From:	**RJM Construction, LLC**	*Invoice:*	**2152012817**
	830 Boone Ave North	*Invoice Date:*	**12/31/25**
	Golden Valley, MN 55427	*Due Date:*	**01/30/26**
	952-837-8600	*Disc Date:*	
To:	**City of Apple Valley**		
	Attn: Charles Grawe		
	7100 147th Street West		
	Apple Valley, MN 55124		

Contract : 21520-0128 City of Apple Valley Central Maintenance Facility

Builders Risk Insurance

BUILDERS RISK INSURANCE -58.53

Builders Risk Insurance Sub-Total: -58.53

Contractors Fee

CONTRACTOR'S FEE -22,486.62

Contractors Fee Sub-Total: -22,486.62

Summary

01-00 General Conditions			**5,429.00**
Retainage	-12,618.39@	5.00%	**(271.45)**
01-30 General Requirements			**663.18**
Retainage	-12,618.39@	5.00%	**(33.16)**
01-56 Temporary Barriers & Enclosures			**3,989.54**
Retainage	-12,618.39@	5.00%	**(199.48)**
90-50 General Liability Insurance			**-154.96**
Retainage	-12,618.39@	5.00%	**7.75**
90-80 Builders Risk Insurance			**-58.53**
Retainage	-12,618.39@	5.00%	**2.93**
99-99 Contractors Fee			**-22,486.62**
Retainage	-12,618.39@	5.00%	**1,124.33**
CURRENT DUE :			**-11,987.47**

RJM CONSTRUCTION

Please Remit Payment to: RJM Construction,
830 Boone Ave North
Golden Valley, MN 55427

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Apple Valley
Attn: Charles Grawe
7100 147th Street West
Apple Valley, MN 55124

Project: 21520-0128 City of Apple Valley Central Maintenance Facility

Architect: Oertel Architects
1795 St. Clair Avenue
St. Paul, MN 55105

Invoice #: 2152012818
Application No. : 18
Application Date: 12/31/2025
Period From: 12/1/2025
To: 12/31/2025

Distribution to
☐ Owner
☐ Architect
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum			$1,889,734.00
2. Net Change By Change Order			-$42,980.36
3. Contract Sum To Date			$1,846,753.64
4. Total Completed and Stored To Date			$1,846,753.64
5. Retainage:			
a. 0.00%	of Completed Work	$0.00	
b. 0.00%	of Stored Material	$0.00	
Total Retainage			$0.00
6. Total Earned Less Retainage			$1,846,753.64
7. Less Previous Certificates For Payments			$1,754,415.96
8. Current Payment Due			$92,337.68
9. Balance To Finish, Plus Retainage			$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$80,908.44	$123,888.80
Total Approved this Month	$0.00	$0.00
TOTALS	$80,908.44	$123,888.80
Net Changes By Change Orde	**-$42,980.36**	

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

CONTRACTOR: **RJM Construction LLC**

By: _____ Date: 3/12/26

State of: Minnesota County of: Dakota
Subscribed and sworn to before me th 12th day of March, 2026
Notary Public: _____
My Commission expires 1/31/27

JUSTIN M KING
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2027

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED **$92,337.68**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 18
Application Date : 12/31/25
To: 12/31/25
Architect's Project No.:

Invoice # : 2152012818 **Contract : 21520-0128 City of Apple Valley Central Maintenance Facility**

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	City of Apple Valley Central Maintenance Facility	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
01-00	General Conditions	892,421.44	892,421.44	0.00	0.00	892,421.44	100.00%	0.00	0.00
01-30	General Requirements	210,007.66	210,007.66	0.00	0.00	210,007.66	100.00%	0.00	0.00
01-50	Preconstruction Fee	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	0.00
01-56	Temporary Barriers & Enclosures	127,430.22	127,430.22	0.00	0.00	127,430.22	100.00%	0.00	0.00
01-74	Dumpsters & Daily Cleaning	24,055.48	24,055.48	0.00	0.00	24,055.48	100.00%	0.00	0.00
90-40	Building Permit	138,279.26	138,279.26	0.00	0.00	138,279.26	100.00%	0.00	0.00
90-50	General Liability Insurance	125,093.41	125,093.41	0.00	0.00	125,093.41	100.00%	0.00	0.00
90-80	Builders Risk Insurance	47,279.37	47,279.37	0.00	0.00	47,279.37	100.00%	0.00	0.00
99-99	Contractors Fee	232,186.80	232,186.80	0.00	0.00	232,186.80	100.00%	0.00	0.00
	Grand Totals	**1,846,753.64**	**1,846,753.64**	**0.00**	**0.00**	**1,846,753.64**	**100.00%**	**0.00**	**0.00**

ITEM: 4.Z.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve acceptance and final payment on agreement with Bituminous Roadways, Inc., for Project 2025-154, Neighborhood Parks Improvements (2023 Parks Bond Referendum)	
Staff Contact: Eric Carlson, Parks and Recreation Director	**Department / Division:** Parks and Recreation

Action Requested:

Approve acceptance and final payment on agreement with Bituminous Roadways, Inc., for Project 2025-154, Neighborhood Parks Improvements (2023 Parks Bond Referendum)

Summary:

A cornerstone of the 2023 Parks Bond Referendum is to make improvements to Apple Valley's neighborhood parks. At the July 10, 2025, meeting, the City Council awarded Project 2025-154, Neighborhood Parks Improvements, to Bituminous Roadways, Inc., to make improvements to the following six parks:

1. Apple Ponds Park
2. Carrollwood Park
3. Cedar Isle Park
4. Chaparral Park
5. Cobblestone Lake Park (southeast)
6. Greenleaf North Park

The improvements included:

- Trail improvements
- Improvements to tennis and basketball courts
- Backstops and benches improvements at ball fields
- Adjustment of grading, trails, playground containers, and concrete ramps to meet accessibility requirements
- Site preparation for installation of new playground equipment

All the work outlined in the scope of this project has been completed, and all close-out paperwork has been submitted. Staff are pleased with the results and recommend approving final payment to Bituminous Roadways, Inc., in the amount of $7,246.72.

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:

1. Final Pay Documents

CITY OF APPLE VALLEY, MINNESOTA
APPLICATION FOR PAYMENT

DATE: March 12, 2026 FOR PERIOD: FINAL

Project 2025-154

PROJECT: Neighborhood Parks Improvements From 11/25/2025 To 3/12/2026

CONTRACTOR: Bituminous Roadways, Inc. REQUEST FOR PAYMENT NO.4

ADDRESS: 1520 Commerce Drive

Mendota Heights, MN 55120

SUMMARY:

1.	Original Contract Amount		$694,510.92
2.	Change Order - ADDITION	$34,665.00	
3.	Change Order - DEDUCTION	$4,500.00	
4.	Revised Contract Amount		$724,675.92
5.	Total Completed and Stored to Date		$724,675.92
6.	Less Retainage N/A %		$Paid out
7.	Total Earned Less Retainage		$724,675.92
8.	Less Amount Paid Previously		$717,429.20
9.	AMOUNT DUE THIS CURRENT REQUEST		$7,246.72

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: Bituminous Roadways, Inc.

By: Pam Hague, Secretary

Recommended for Payment

By: _____ ATTACH ITEMIZED INVOICE
Clint Hooppaw, Mayor

And: _____
Christina M. Scipioni, City Clerk

Date: _____

Application and Certificate For Payment

To Owner:	CITY OF APPLE VALLEY 7100 147TH ST. W APPLE VALLEY, MN 55124	Project:	APPLE VALLEY PARKS 2025 VARIOUS LOCATIONS APPLE VALLEY, MN	Application No: 4	Date: 03/12/2026
				Period To: 03/12/26	
				Architect's Project No:	
From (Contractor):	BITUMINOUS ROADWAYS, INC. 1520 Commerce Drive Mendota Heights, MN 55120	Contractor Job Number:	2517087	Contract Date:	
		Via (Architect):			
Phone:	651 686-7001	Contract For:	PROJECT NO. 2025-154		

Contractor's Application For Payment

Change Order Summary			Additions	Deductions
Change orders approved in previous months by owner			34,665.00	-4,500.00
	Number	Date Approved		
Change orders approved this month				
Totals				
Net change by change orders			30,165.00	

Original contract sum	694,510.92
Net change by change orders	30,165.00
Contract sum to date	724,675.92
Total completed and stored to date	724,675.92
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	724,675.92
Less previous certificates of payment	717,429.20
Current payment due	**7,246.72**
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: Pam Hague Date: 3/12/2026

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF APPLE VALLEY
From (Contractor): BITUMINOUS ROADWAYS, INC.
Project: APPLE VALLEY PARKS 2025

Application No: 4 Date: 03/12/26 Period To: 03/12/26
Contractor's Job Number: 2517087
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0001	MOBLIZATION - TREE P GREENLEAF	10,735.4000	1.000	LS	10,735.40	100.00 %	10,735.40	0.00 %	0.00	100.00 %	10,735.40	100.0	0.00	
0002	SITE REMOVALS	16,500.0000	1.000	LS	16,500.00	100.00 %	16,500.00	0.00 %	0.00	100.00 %	16,500.00	100.0	0.00	
0003	SITE EARTHWORK - GRA DING, EXCAVATION, BACKFILL, 6" TOPSOIL	22,000.0000	1.000	LS	22,000.00	100.00 %	22,000.00	0.00 %	0.00	100.00 %	22,000.00	100.0	0.00	
0004	BITUMINOUS TRAIL - F ULL SECTION	3.7000	2,034.000	SF	7,525.80	2,034.000	7,525.80	.000	0.00	2,034.000	7,525.80	100.0	0.00	
0005	BITUMINOUS BASKETBAL L COURT - FULL SECTION	4.9500	3,600.000	SF	17,820.00	3,600.000	17,820.00	.000	0.00	3,600.000	17,820.00	100.0	0.00	
0006	BASKETBALL COURT COL OR SURFACING & STRIPING	8,260.0000	1.000	LS	8,260.00	100.00 %	8,260.00	0.00 %	0.00	100.00 %	8,260.00	100.0	0.00	
0007	HOODED BACKSTOP FABR IC & FITTINGS	8,320.0000	1.000	LS	8,320.00	100.00 %	8,320.00	0.00 %	0.00	100.00 %	8,320.00	100.0	0.00	
0008	DUGOUT AREA FABRIC & FITTINGS (8FT CHAIN LINK FENCE)	44.0000	82.000	LF	3,608.00	82.000	3,608.00	.000	0.00	82.000	3,608.00	100.0	0.00	
0009	BASELINE EXTENSION C HAIN LINK SYSTEM WITH POSTS & FOOTINGS (	57.5000	98.000	LF	5,635.00	98.000	5,635.00	.000	0.00	98.000	5,635.00	100.0	0.00	
0010	18"X4" CONCRETE MA INTENANCE EDGE - CLASS 5 INCIDENTAL	42.0000	120.000	LF	5,040.00	120.000	5,040.00	.000	0.00	120.000	5,040.00	100.0	0.00	
0011	5" CONCRETE DUGOUT, BACKSTOP AREA, & PORTA-POTTY PAD - CLAS	15.7500	950.000	SF	14,962.50	950.000	14,962.50	.000	0.00	950.000	14,962.50	100.0	0.00	
0012	CONCRETE ADA PED RAM P & TRUNCATED DOMES, PATCH BITUMINOUS RO	4,160.0000	3.000	LS	12,480.00	100.00 %	12,480.00	0.00 %	0.00	100.00 %	12,480.00	100.0	0.00	
0013	BASKETBALL GOAL - SO URCE & INSTALL DIRECT BURY	6,500.0000	2.000	LS	13,000.00	100.00 %	13,000.00	0.00 %	0.00	100.00 %	13,000.00	100.0	0.00	
0014	15' LONG PLAYERS BEN CH - SOURCE & INSTALL DIRECT BURY	2,475.0000	2.000	LS	4,950.00	100.00 %	4,950.00	0.00 %	0.00	100.00 %	4,950.00	100.0	0.00	
0015	RESTORE ALL DISTURBE D AREAS WITH SEED & BLANKET	2,400.0000	1.000	LS	2,400.00	100.00 %	2,400.00	0.00 %	0.00	100.00 %	2,400.00	100.0	0.00	
0016	MOBLIZATION - TREE P ROTECTION, EROSION CONTROL, INLET PROETC	8,700.0000	1.000	LS	8,700.00	100.00 %	8,700.00	0.00 %	0.00	100.00 %	8,700.00	100.0	0.00	
0017	SITE REMOVALS	10,450.0000	1.000	LS	10,450.00	100.00 %	10,450.00	0.00 %	0.00	100.00 %	10,450.00	100.0	0.00	
0018	SITE EARTHWORK - GRA DING, EXCAVATION, BACKFILL, 6" TOPSOIL	13,000.0000	1.000	LS	13,000.00	100.00 %	13,000.00	0.00 %	0.00	100.00 %	13,000.00	100.0	0.00	
0019	BITUMINOUS TRAIL - F ULL SECTION - 174 SY	4.0090	1,559.000	SF	6,249.99	1,559.000	6,250.00	.000	0.00	1,559.000	6,250.00	100.0	0.00	
0020	4' WIDE CONCRETE ADA RAMP INTO PLAY CONTAINER - CLASS 5 INCI	42.0000	34.000	SF	1,428.00	34.000	1,428.00	.000	0.00	34.000	1,428.00	100.0	0.00	
0021	5" CONCRETE ADA PLA ZA - CLASS 5 INCIDENTAL	17.0000	214.000	SF	3,638.00	214.000	3,638.00	.000	0.00	214.000	3,638.00	100.0	0.00	
0022	6"X12" CONCRETE PL AY CURB & THICKENED EDGE WALK - CLASS 5	66.0000	232.000	LF	15,312.00	232.000	15,312.00	.000	0.00	232.000	15,312.00	100.0	0.00	
0023	RESTORE ALL DISTURBE D AREAS WITH SEED & BLANKET	1,800.0000	1.000	LS	1,800.00	100.00 %	1,800.00	0.00 %	0.00	100.00 %	1,800.00	100.0	0.00	

Application and Certificate For Payment -- page 3

To Owner: CITY OF APPLE VALLEY
From (Contractor): BITUMINOUS ROADWAYS, INC.
Project: APPLE VALLEY PARKS 2025

Application No: 4 Date: 03/12/26 Period To: 03/12/26
Contractor's Job Number: 2517087
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0024	MOBLIZATION - TREE P ROTECTION, EROSION CONTROL, INLET PROETC	11,500.0000	1.000	LS	11,500.00	100.00 %	11,500.00	0.00 %	0.00	100.00 %	11,500.00	100.0	0.00	
0025	SITE REMOVALS	19,500.0000	1.000	LS	19,500.00	100.00 %	19,500.00	0.00 %	0.00	100.00 %	19,500.00	100.0	0.00	
0026	SITE EARTHWORK - GRA DING, EXCAVATION, BACKFILL, 6" TOPSOIL	29,750.0000	1.000	LS	29,750.00	100.00 %	29,750.00	0.00 %	0.00	100.00 %	29,750.00	100.0	0.00	
0027	BITUMINOUS TRAIL - F ULL SECTION - 553 SY	3.1000	4,971.000	SF	15,410.10	4,971.000	15,410.10	.000	0.00	4,971.000	15,410.10	100.0	0.00	
0028	BITUMINOUS BASKETBAL L COURT - FULL SECTION - 400 SY	4.7800	3,600.000	SF	17,208.00	3,600.000	17,208.00	.000	0.00	3,600.000	17,208.00	100.0	0.00	
0029	BASKETBALL COURT COL OR SURFACING & STRIPING	8,260.0000	1.000	LS	8,260.00	100.00 %	8,260.00	0.00 %	0.00	100.00 %	8,260.00	100.0	0.00	
0030	4' WIDE CONCRETE ADA RAMP INTO PLAY CONTAINER - CLASS 5 INCI	42.0000	34.000	SF	1,428.00	34.000	1,428.00	.000	0.00	34.000	1,428.00	100.0	0.00	
0031	5" CONCRETE ADA PLA ZA - CLASS 5 INCIDENTAL	15.7500	638.000	SF	10,048.50	638.000	10,048.50	.000	0.00	638.000	10,048.50	100.0	0.00	
0032	6"X12" CONCRETE PL AY CURB & THICKENED EDGE WALK - CLASS 5	65.0000	240.000	LF	15,600.00	240.000	15,600.00	.000	0.00	240.000	15,600.00	100.0	0.00	
0033	CONCRETE ADA PED RAM P & TRUNCATED DOMES, PATCH BITUMINOUS RO	11,230.0000	1.000	LS	11,230.00	100.00 %	11,230.00	0.00 %	0.00	100.00 %	11,230.00	100.0	0.00	
0034	BASKETBALL GOAL - SO URCE & INSTALL DIRECT BURY	6,500.0000	2.000	LS	13,000.00	100.00 %	13,000.00	0.00 %	0.00	100.00 %	13,000.00	100.0	0.00	
0035	RESTORE ALL DISTURBE D AREAS WITH SEED & BLANKET	2,400.0000	1.000	LS	2,400.00	100.00 %	2,400.00	0.00 %	0.00	100.00 %	2,400.00	100.0	0.00	
0036	MOBLIZATION - TREE P ROTECTION, EROSION CONTROL, INLET PROETC	13,600.0000	1.000	LS	13,600.00	100.00 %	13,600.00	0.00 %	0.00	100.00 %	13,600.00	100.0	0.00	
0037	SITE REMOVALS	4,000.0000	1.000	LS	4,000.00	100.00 %	4,000.00	0.00 %	0.00	100.00 %	4,000.00	100.0	0.00	
0038	SITE EARTHWORK - GRA DING, EXCAVATION, BACKFILL, 6" TOPSOIL	12,500.0000	1.000	LS	12,500.00	100.00 %	12,500.00	0.00 %	0.00	100.00 %	12,500.00	100.0	0.00	
0039	4' WIDE CONCRETE ADA RAMP INTO PLAY CONTAINER - CLASS 5 INCI	42.0000	34.000	SF	1,428.00	34.000	1,428.00	.000	0.00	34.000	1,428.00	100.0	0.00	
0040	5" CONCRETE ADA PLA ZA - CLASS 5 INCIDENTAL	16.0000	293.000	SF	4,688.00	293.000	4,688.00	.000	0.00	293.000	4,688.00	100.0	0.00	
0041	6"X12" CONCRETE PL AY CURB & THICKENED EDGE WALK - CLASS 5	65.0000	236.000	LF	15,340.00	236.000	15,340.00	.000	0.00	236.000	15,340.00	100.0	0.00	
0042	5" CONCRETE ADA WAL K - CLASS 5 INCIDENTAL 98 SY	16.0000	876.000	SF	14,016.00	876.000	14,016.00	.000	0.00	876.000	14,016.00	100.0	0.00	
0043	RESTORE ALL DISTURBE D AREAS WITH SEED & BLANKET	2,950.0000	1.000	LS	2,950.00	100.00 %	2,950.00	0.00 %	0.00	100.00 %	2,950.00	100.0	0.00	
0044	MOBLIZATION - TREE P ROTECTION, EROSION CONTROL, INLET PROETC	8,200.0000	1.000	LS	8,200.00	100.00 %	8,200.00	0.00 %	0.00	100.00 %	8,200.00	100.0	0.00	
0045	SITE REMOVALS	11,500.0000	1.000	LS	11,500.00	100.00 %	11,500.00	0.00 %	0.00	100.00 %	11,500.00	100.0	0.00	
0046	SITE EARTHWORK - GRA DING, EXCAVATION, BACKFILL, 6" TOPSOIL	25,000.0000	1.000	LS	25,000.00	100.00 %	25,000.00	0.00 %	0.00	100.00 %	25,000.00	100.0	0.00	
0047	TENNIS COURT - CRACK FILL & LEVEL SURFACE	7,700.0000	1.000	LS	7,700.00	100.00 %	7,700.00	0.00 %	0.00	100.00 %	7,700.00	100.0	0.00	

Application and Certificate For Payment -- page 4

To Owner: CITY OF APPLE VALLEY
From (Contractor): BITUMINOUS ROADWAYS, INC.
Project: APPLE VALLEY PARKS 2025

Application No: 4 Date: 03/12/26 Period To: 03/12/26
Contractor's Job Number: 2517087
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0048	TENNIS COURT - ARMOR & FIBERGLASS	28,000.0000	1.000	LS	28,000.00	100.00 %	28,000.00	0.00 %	0.00	100.00 %	28,000.00	100.0	0.00	
0049	TENNIS COURT - COLOR COATING & STRIPING (YELLOW & WHITE)	22,266.6000	1.000	LS	22,266.60	100.00 %	22,266.60	0.00 %	0.00	100.00 %	22,266.60	100.0	0.00	
0050	BASKETBALL COURT - C LEAN & INSTALL ARMOR OVER CRACK	6,500.0000	1.000	LS	6,500.00	100.00 %	6,500.00	0.00 %	0.00	100.00 %	6,500.00	100.0	0.00	
0051	BASKETBALL COURT - C OLOR COATING & WHITE STRIPING	4,700.0000	1.000	LS	4,700.00	100.00 %	4,700.00	0.00 %	0.00	100.00 %	4,700.00	100.0	0.00	
0052	BITUMINOUS TRAIL - F ULL SECTION - 300 SY	3.8000	2,699.000	SF	10,256.20	2,699.000	10,256.20	.000	0.00	2,699.000	10,256.20	100.0	0.00	
0053	FOG SEAL EXISTING TR AIL	0.8500	2,078.000	SF	1,766.30	2,078.000	1,766.30	.000	0.00	2,078.000	1,766.30	100.0	0.00	
0054	4' WIDE CONCRETE ADA RAMP INTO PLAY CONTAINER - CLASS 5 INCI	42.0000	34.000	SF	1,428.00	34.000	1,428.00	.000	0.00	34.000	1,428.00	100.0	0.00	
0055	5" CONCRETE ADA PLA ZA - CLASS 5 INCIDENTAL - 48 SY	16.0000	432.000	SF	6,912.00	432.000	6,912.00	.000	0.00	432.000	6,912.00	100.0	0.00	
0056	6"X12" CONCRETE PL AY CURB & THICKENED EDGE WALK - CLASS 5	65.0000	244.000	LF	15,860.00	244.000	15,860.00	.000	0.00	244.000	15,860.00	100.0	0.00	
0057	CONCRETE ADA PED RAM P & TRUNCATED DOMES, PATCH BITUMINOUS RO	11,000.0000	1.000	LS	11,000.00	100.00 %	11,000.00	0.00 %	0.00	100.00 %	11,000.00	100.0	0.00	
0058	RESTORE ALL DISTURBE D AREAS WITH SEED & BLANKET	1,500.0000	1.000	LS	1,500.00	100.00 %	1,500.00	0.00 %	0.00	100.00 %	1,500.00	100.0	0.00	
0060	CEDAR ISLE PARK - BI TUMINOUS TRAIL - FULL SECTION - INCLUDES	9.0000	5,120.000	SF	46,080.00	5,120.000	46,080.00	.000	0.00	5,120.000	46,080.00	100.0	0.00	
0062	CEDAR ISLE PARK - FO G SEAL EXISTING TRAIL	0.4400	9,273.000	SF	4,080.12	9,273.000	4,080.12	.000	0.00	9,273.000	4,080.12	100.0	0.00	
0063	CEDAR ISLE PARK - CO NCRETE ADA PED RAMP & TRUNCATED DOMES, P	11,000.0000	1.000	LS	11,000.00	100.00 %	11,000.00	0.00 %	0.00	100.00 %	11,000.00	100.0	0.00	
0064	GREENLEAF NORTH PARK - TRAIL PAVEMENT REMOVAL & REPLACEMENT	5.6000	5,909.000	SF	33,090.40	5,909.000	33,090.40	.000	0.00	5,909.000	33,090.40	100.0	0.00	
CO 1	CREDIT- 1 - 3" LIFT IN LIEU OF 2 - 1.5" LIFTS	-4,500.0000	1.000	LS	-4,500.00	100.00 %	-4,500.00	0.00 %	0.00	100.00 %	-4,500.00	100.0	0.00	
CO 2	CONCRETE SLAB REPLACEMENT	26.0000	125.000	SF	3,250.00	125.000	3,250.00	.000	0.00	125.000	3,250.00	100.0	0.00	
CO 3	NEW BASKETBALL HOOP	6,500.0000	1.000	EAC	6,500.00	1.000	6,500.00	.000	0.00	1.000	6,500.00	100.0	0.00	
CO 4.1	DEDUCT-TRAIL/COURT PAVING	8.0702	-570.000	SY	-4,599.99	-570.000	-4,600.00	.000	0.00	-570.000	-4,600.00	100.0	0.00	
CO 4.2	LANDSCAPE RESTORATION	11.6016	1,127.000	SY	13,074.99	1,127.000	13,075.00	.000	0.00	1,127.000	13,075.00	100.0	0.00	
CO 4.3	DRAIN TILE	40.0000	60.000	LF	2,400.00	60.000	2,400.00	.000	0.00	60.000	2,400.00	100.0	0.00	
CO 4.4	REMOVE TRAIL PATCH	-37.5000	4.000	SY	-150.00	4.000	-150.00	.000	0.00	4.000	-150.00	100.0	0.00	
CO 4.5	DEDUCT-TRAIL EXCAVATION	-7.6923	169.000	SY	-1,300.00	169.000	-1,300.00	.000	0.00	169.000	-1,300.00	100.0	0.00	
CO 5	FURNISH/INSTALL COMMON IMPORT	5,990.0000	1.000	LS	5,990.00	100.00 %	5,990.00	0.00 %	0.00	100.00 %	5,990.00	100.0	0.00	
CO 6	AGG BASE INSTALL GREENLEAF GREENLEAF	0.0000	.000	LS	9,500.00	100.00 %	9,500.00	0.00 %	0.00	100.00 %	9,500.00	100.0	0.00	

Application and Certificate For Payment -- page 5

To Owner: CITY OF APPLE VALLEY
From (Contractor): BITUMINOUS ROADWAYS, INC.
Project: APPLE VALLEY PARKS 2025

Application No: 4 Date: 03/12/26 Period To: 03/12/26
Contractor's Job Number: 2517087
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
	Application Total				724,675.91		724,675.92		0.00		724,675.92		0.00	

ITEM: 4.AA.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve claims and bills	
Staff Contact:	**Department / Division:**
Candi Lemarr, Finance Director	Finance

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 4, 2026, and March 11, 2026, in the amounts of $790,620.49, and $1,661,309.45, respectively.

Attachments:

1. Check Register & Summary March 4, 2026
2. Check Register & Summary March 11, 2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
36950	**3/6/2026**		**100004 ABM EQUIPMENT & SUPPLY INC**							
		7,293.71	REPAIR - #330 BOOM		509745	INV10580	1630.6265		REPAIRS-EQUIPMENT	STREET EQUIPMENT MAINTENANCE
		7,293.71								
36951	**3/6/2026**		**100101 ACE HARDWARE**							
		9.79-	DISCOUNT		509500	350138101451	1540.6333		GENERAL-CASH DISCOUNTS	CMF BUILDINGS & GROUNDS MNTC
		97.95	PAINT AND SUPPLIES		509500	350138101451	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		88.16								
36952	**3/6/2026**		**147453 ADAM'S PEST CONTROL INC**							
		131.00	PEST CONTROL - MC		509688	4355616	1060.6249		OTHER CONTRACTUAL SERVICES	MUNICIPAL BLDG & GROUNDS MNTC
		131.00								
36953	**3/6/2026**		**150442 ADVANCED ENGINEERING & ENVIRO**							
		1,687.33	SCADA SYSTEM REPAIRS		509689	108941	5365.6249		OTHER CONTRACTUAL SERVICES	SEWER MGMT/REPORTS/DATA ENTRY
		1,687.34	SCADA SYSTEM REPAIRS		509689	108941	5325.6249		OTHER CONTRACTUAL SERVICES	WATER TREATMENT FCLTY MNTC/RPR
		1,687.33	SCADA SYSTEM REPAIRS		509689	108941	5505.6249		OTHER CONTRACTUAL SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		5,062.00								
36954	**3/6/2026**		**153995 AMAZON CAPITAL SERVICES**							
		138.59	GYM EQUIPMENT PD OPS		509695	11WPFM9LM73W	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		49.99	MOBILE DISPLAY		509697	193DGFMCDRWR	1030.6725		CAPITAL OUTLAY-OFFICE EQUIP	INFORMATION TECHNOLOGY
		95.72	SUPPLIES		509696	1H9NHTFLPW93	2205.6229		GENERAL SUPPLIES	GOLF MANAGEMENT
		115.00	YARD GAMES		509696	1H9NHTFLPW93	2270.6229		GENERAL SUPPLIES	GOLF FOOD & BEVERAGE
		139.16	EASTER EGGS FOR EASTER PROGRAM		509698	1N7KGP1JQMM99	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		318.49	NEW INV. EVIDENCE KIT		509693	1W44D7TM6HK9	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
		320.50	AERAVATOR TINES		509694	1XTQDRTWGHXW	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		53.86	HOSE SPLITTER		509692	W44D7TMRW94	2230.6229		GENERAL SUPPLIES	GOLF SHOP BUILDING MAINTENANCE
		1,231.31								
36955	**3/6/2026**		**147438 ARBITRAGE GROUP INC, THE**							
		418.00	ARBITRAGE CALC (CIP 23.8%)		509700	88919	3426.6399		OTHER CHARGES	2025A CIP GO BOND DS EXP
		1,332.00	ARBITRAGE CALC (PARK 76.2%)		509700	88919	3428.6399		OTHER CHARGES	2025A PARKS GO BOND DS EXP
		1,750.00								
36956	**3/6/2026**		**163072 ARCHITECT MECHANICAL INC**							
		36,544.76	POLICE OPERATIONS GARAGE-FINAL		509685	20251231A	4432.6810	2021172G	CONSTRUCTION IN PROGRESS	2024A CAPITAL PROJECTS CIP EXP
		36,544.76								
36957	**3/6/2026**		**150791 BALD MAN BREWING**							
		153.00	BEER#1	00052212	509520	9576	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
36957	**3/6/2026**		**150791 BALD MAN BREWING**						**Continued...**	
		153.00								
36958	**3/6/2026**		**155342 BARREL THEORY BEER CO**							
		370.00	BEER#3	00052690	509521	7877	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		432.00	BEER#3	00052690	509522	7926	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		546.00	BEER#3	00052690	509523	7999	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		1,348.00								
36959	**3/6/2026**		**100709 BATTERIES PLUS BULBS**							
		237.95	HAYES EDGER BATTERY		509701	P89571357	5270.6229		GENERAL SUPPLIES	ARENA 2 EQUIPMENT MAINT-HAYES
		237.95								
36960	**3/6/2026**		**100054 BAUER BUILT INC**							
		1,046.64	TIRES - SQUADS		509702	180320905	1210.6216		VEHICLES-TIRES/BATTERIES	POLICE FIELD OPERATIONS/PATROL
		1,046.64								
36961	**3/6/2026**		**100055 BECKER ARENA PRODUCTS INC**							
		140.00	AVSA EDGER CHARGER		509704	618636	5270.6229		GENERAL SUPPLIES	ARENA 2 EQUIPMENT MAINT-HAYES
		18.19	AVSA EDGER CHARGER SHIPPING		509703	618649	5270.6265		REPAIRS-EQUIPMENT	ARENA 2 EQUIPMENT MAINT-HAYES
		158.19								
36962	**3/6/2026**		**100296 BREAKTHRU BEVERAGE MIN - BEER**							
		28.20	BEER#3 SHORT PAID	00000105	509554	124666697	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		4,987.45	BEER#2	00000105	509548	125456225	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		7,125.20	BEER#3	00000105	509555	125485104	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		11,745.50	BEER#1	00000105	509526	125485105	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		239.15	TAX#1	00000105	509527	125485106	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		6,432.85	BEER#3	00000105	509558	125588128	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		61.60	TAX#3	00000105	509559	125588129	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		15,364.70	BEER#1	00000105	509532	125588130	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		247.60	TAX#1	00000105	509533	125588131	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		272.76	LIQ#2	00000105	509553	125668663	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		90.05	BEER#3	00000105	509560	125670578	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		9,379.00	BEER#3	00000105	509561	125692267	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		446.40	TAX#3	00000105	509562	125692268	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		150.00	LIQ#3	00000105	509563	125692269	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		233.00	TAX#1	00000105	509535	125692499	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		10,254.92	BEER#1	00000105	509536	125692500	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		673.94	LIQ#1	00000105	509537	125692501	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		15,466.77	BEER#1	00000105	509541	125798931	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
36962	**3/6/2026**		**100296 BREAKTHRU BEVERAGE MIN - BEER**						**Continued...**	
		213.40	TAX#1	00000105	509542	125798932	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		13.85-	CMLIQ#1	00000105	509524	414242814	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		21.35-	CMBEER#1	00000105	509525	414403798	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		27.70-	CMBEER#2	00000105	509552	414446519	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		23.06-	CMTAX#2	00000105	509549	414447009	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		7.40-	CMBEER#2	00000105	509550	414447010	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		13.10-	CMBEER#2	00000105	509551	414447011	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		1,246.50-	CMBEER#3	00000105	509556	414454215	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		20.45-	CMBEER#1	00000105	509528	414454217	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		51.20-	CMBEER#1	00000105	509529	414454218	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		24.00-	CMBEER#1	00000105	509530	414454219	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		46.10-	CMTAX#1	00000105	509531	414454220	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		19.60-	CMBEER#3	00000105	509557	414464092	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		132.00-	CMBEER#1	00000105	509534	414474941	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		308.80-	CMBEER#3	00000105	509564	414495985	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		235.80-	CMBEER#3	00000105	509565	414495986	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		35.40-	CMBEER#1	00000105	509538	414495987	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		43.48-	CMLIQ#1	00000105	509540	414495988	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		36.80-	CMBEER#1	00000105	509539	414495989	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		76.00-	CMBEER#1	00000105	509547	414518368	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		14.00-	CMTAX#1	00000105	509543	414519263	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		10.38-	CMBEER#1	00000105	509544	414519264	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		100.00-	CMBEER#1	00000105	509545	414519265	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		73.20-	CMBEER#1	00000105	509546	414521512	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		80,832.32								
36963	**3/6/2026**		**102380 BROTHERS INDUSTRIAL CLEANING I**							
		1,125.58	HOOD CLEANING		509705	67220628	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		1,125.58								
36964	**3/6/2026**		**158313 CITY WIDE FACILITY SOLUTIONS**							
		1,418.09	CONTRACTUAL CLEANING - CMF MAR		509711	32009039914	1530.6240		CLEANING SERVICE/GARBAGE REMOV	FLEET & BUILDINGS-CMF
		2,205.00	CLEANING POLICE MAR		509712	32009040099	1253.6240		CLEANING SERVICE/GARBAGE REMOV	POLICE OPERATIONS GARAGE
		3,623.09								
36965	**3/6/2026**		**143314 CLEAR RIVER BEVERAGE**							
		60.00-	CMTAX#3	00051160	509575	146800	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		138.00	LIQ#2	00051160	509571	846233	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		617.20	BEER#2	00051160	509572	846233	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		60.00	TAX#2	00051160	509573	846233	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
36965	**3/6/2026**		**143314 CLEAR RIVER BEVERAGE**						**Continued...**	
		96.00	BEER#3	00051160	509576	846493	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		127.00	TAX#3	00051160	509577	846493	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		73.00-	CMBEER#2	00051160	509569	846801	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		60.00-	CMTAX#2	00051160	509570	846801	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		7.00-	CMBEER#2	00051160	509574	847454	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		697.00	BEER#3	00051160	509578	847546	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		385.00	THC#1	00051160	509566	847664	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		177.50	BEER#1	00051160	509567	847664	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		334.00	BEER#3	00051160	509579	848470	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		245.00	BEER#1	00051160	509568	849504	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		2,676.70								
36966	**3/6/2026**		**100102 COLLEGE CITY BEVERAGE**							
		828.00	THC#3	00000114	509632	1228373	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		2,160.20	BEER#3	00000114	509633	1228373	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		202.64	TAX#3	00000114	509634	1228373	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		88.00	LIQ#3	00000114	509635	1228378	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		13.89-	CMBEER#3	00000114	509636	1228379	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		1,455.00	LIQ#1	00000114	509602	1228514	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		753.00	THC/CBD#1	00000114	509598	1228515	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		2,538.30	BEER#1	00000114	509599	1228515	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		225.63	TAX#1	00000114	509600	1228515	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		38.00	NTAX#1	00000114	509601	1228515	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		61.20	LIQ#2	00000114	509616	1228574	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		463.20	THC#2	00000114	509614	1228575	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		919.55	BEER#2	00000114	509615	1228575	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		106.37-	CMBEER#1	00000114	509603	1228638	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		853.20	LIQ#1	00000114	509596	1230621	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		356.00	THC/CBD#1	00000114	509593	1230622	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		8,227.45	BEER#1	00000114	509594	1230622	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		86.04	TAX#1	00000114	509595	1230622	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		175.00-	CMBEER#1	00000114	509597	1230656	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		270.90	LIQ#2	00000114	509612	1230664	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		67.20	WINE#2	00000114	509613	1230664	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		100.00	THC#2	00000114	509610	1230665	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		2,651.05	BEER#2	00000114	509611	1230665	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		2,133.60	LIQ#3	00000114	509631	1230724	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		935.00	THC#3	00000114	509628	1230725	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		1,908.70	BEER#3	00000114	509629	1230725	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		113.24	TAX#3	00000114	509630	1230725	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
36966	**3/6/2026**		**100102 COLLEGE CITY BEVERAGE**						**Continued...**	
		22.00-	CMTHC#3	00000114	509622	1232491	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		1,376.10	LIQ#3	00000114	509627	1232492	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1,171.00	THC#3	00000114	509623	1232493	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		2,926.10	BEER#3	00000114	509624	1232493	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		12.84	TAX#3	00000114	509625	1232493	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		28.00	NTAX#3	00000114	509626	1232493	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		696.80	WINE#1	00000114	509591	1232796	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		352.00	THC/CBD#1	00000114	509587	1232797	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		5,399.90	BEER#1	00000114	509588	1232797	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		151.61	TAX#1	00000114	509589	1232797	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		66.00	NTAX#1	00000114	509590	1232797	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		2,010.10	BEER#2	00000114	509608	1232903	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		1,331.80	LIQ#2	00000114	509609	1232948	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		68.00-	CMBEER#1	00000114	509580	1234955	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		6,111.00	LIQ#1	00000114	509581	1234956	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		195.00	WINE#1	00000114	509582	1234956	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		821.00	THC/CBD#1	00000114	509583	1234957	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		2,796.10	BEER#1	00000114	509584	1234957	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		25.68	TAX#1	00000114	509585	1234957	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		86.40	NTAX#1	00000114	509586	1234957	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		30.00-	CMBEER#2	00000114	509604	1235002	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		448.00	LIQ#2	00000114	509607	1235003	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		221.00	THC#2	00000114	509605	1235004	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		3,672.50	BEER#2	00000114	509606	1235004	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		1,663.50	THC#3	00000114	509617	1235106	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		3,954.70	BEER#3	00000114	509618	1235106	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		62.80	TAX#3	00000114	509619	1235106	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		36.00-	CMBEER#3	00000114	509620	1235112	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		40.10	LIQ#3	00000114	509621	1235119	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		2.58-	CMBEER#1	00000114	509592	240100121	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		62,601.29								
36967	**3/6/2026**		**122849 DAKOTA 911**							
		3,385.00	DAKOTA 911-CAPITAL PROJ-MAR		509887	AR0000001522	1200.6249		OTHER CONTRACTUAL SERVICES	POLICE MANAGEMENT
		89,538.00	DAKOTA 911 FEE-MAR		509887	AR0000001522	1200.6249		OTHER CONTRACTUAL SERVICES	POLICE MANAGEMENT
		92,923.00								
36968	**3/6/2026**		**100128 DAKOTA ELECTRIC ASSOCIATION**							
		343.83	WELL 16 RECOMMISSION		509687	200002442135NOV 25A	5320.6735	2024136W	CAPITAL OUTLAY-OTHER IMPROVEME	WATER WELL/BOOSTER STN MNT/RPR

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36968	**3/6/2026**		**100128 DAKOTA ELECTRIC ASSOCIATION**						**Continued...**	
		26.90	943 1/2 GARDENVIEW DR FEB		509795	200010052737FEB 26	5805.6255		UTILITIES-ELECTRIC	STREET LIGHT UTILITY FUND
		118.96	SIGN VALLEYWOOD ENTRANCE FEB		509793	200010078741FEB 26	2215.6255		UTILITIES-ELECTRIC	GOLF CLUBHOUSE BUILDING
		19.12	LIGHTING ON HAYES CAMPUS FEB		509794	200010147929FEB 26	5205.6255		UTILITIES-ELECTRIC	ARENA 1 MANAGEMENT
		508.81								
36969	**3/6/2026**		**117768 DRAIN PRO PLUMBING**							
		5,800.00	REPAIR - MC WATER MAIN		509720	80946	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		401.28	REPAIR-MC PD WOMEN'S TOILET		509722	81018	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		641.00	REPAIR-FRONTOFFICE MENS URINAL		509721	81116	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		6,842.28								
36970	**3/6/2026**		**101365 ECM PUBLISHERS INC**							
		89.10	LEGAL AD - COMMITTEE VACANCIES		509723	1084392	1015.6239		PRINTING	CITY CLERK/ELECTIONS
		89.10								
36971	**3/6/2026**		**120313 FASTENAL COMPANY**							
		65.25	SIGN HARDWARE		509725	MNLAK215643	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		65.25								
36972	**3/6/2026**		**100420 FISCHER MINING, LLC**							
		1,483.99	SAND, RC & ROCK WM BREAKS		509728	182491	5330.6229		GENERAL SUPPLIES	WTR MAIN/HYDRANT/CURB STOP MNT
		1,483.99								
36973	**3/6/2026**		**161157 GLOBAL RESERVE LLC**							
		296.00	THC/CBD#2	00053020	509643	23282	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		606.00	THC/CBD#1	00053020	509641	23376	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,542.00	THC/CBD#1	00053020	509642	23621	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		740.00	THC/CBD#2	00053020	509644	23655	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		3,184.00								
36974	**3/6/2026**		**101090 GRENDAHL, RUTH A**							
		600.00	NLC CITY CONF-GRENDAHL-SUB/DC		509399	20260224	1005.6278		SUBSISTENCE ALLOWANCE	MAYOR/CITY COUNCIL
		600.00								
36975	**3/6/2026**		**163842 HARRIET GROVE BOTANICALS**							
		608.00	THC/CBD#3	00053157	509648	1029	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		608.00								

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36975	3/6/2026		163842 HARRIET GROVE BOTANICALS						Continued...	
36976	3/6/2026		136639 IMPACT PROVEN SOLUTIONS							
		767.07	UB PRINT MAIL BILLS FEB		509732	222269	5365.6249		OTHER CONTRACTUAL SERVICES	SEWER MGMT/REPORTS/DATA ENTRY
		767.08	UB PRINT MAIL BILLS FEB		509732	222269	5305.6249		OTHER CONTRACTUAL SERVICES	WATER MGMT/REPORT/DATA ENTRY
		1,555.53	UB POSTAGE FEB		509732	222269	5365.6238		POSTAGE/UPS/FEDEX	SEWER MGMT/REPORTS/DATA ENTRY
		1,555.53	UB POSTAGE FEB		509732	222269	5305.6238		POSTAGE/UPS/FEDEX	WATER MGMT/REPORT/DATA ENTRY
		4,645.21								
36977	3/6/2026		101796 INTERSTATE BATTERY SYSTEM OF M							
		150.82	BATTERIES #931		509737	220079662	1210.6216		VEHICLES-TIRES/BATTERIES	POLICE FIELD OPERATIONS/PATROL
		150.82	BATTERIES #116		509737	220079662	1510.6216		VEHICLES-TIRES/BATTERIES	PW ENGINEERING & TECHNICAL
		85.02	BATTERIES #411		509737	220079662	5345.6216		VEHICLES-TIRES/BATTERIES	WATER EQUIP/VEHICLE/MISC MNTC
		85.02	BATTERIES #411		509737	220079662	5390.6216		VEHICLES-TIRES/BATTERIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		471.68								
36978	3/6/2026		148406 INTOXIMETERS INC							
		321.75	MOUTH PIECES		509739	808337	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		321.75								
36979	3/6/2026		148586 JONES & BARTLETT LEARNING, LLC							
		638.45	FIRE INSTRUCTOR BOOKS (5)		509740	1269707	1310.6229		GENERAL SUPPLIES	FIRE TRAINING
		638.45								
36980	3/6/2026		151539 JUNKYARD BREWING CO. LLC							
		199.00	BEER#3	00052261	509670	9055	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		199.00								
36981	3/6/2026		156784 LEADSONLINE LLC							
		7,251.00	LEADS ONLINE(PAWN)		509741	423656	1210.6308		SOFTWARE SUBSCRIPTIONS	POLICE FIELD OPERATIONS/PATROL
		7,363.47	CELLPHONE ANALYTICS		509741	423656	2117.6308		SOFTWARE SUBSCRIPTIONS	OPIOD SETTLEMENT EXP
		14,614.47								
36982	3/6/2026		100289 LOGIS							
		1,000.00	EXPLORER LICENSE		509797	153403	1040.6399		OTHER CHARGES	DATA PROCESSING
		1,470.61	FIBER OPTIC REPAIR SERVICES		509798	153405	1030.6265		REPAIRS-EQUIPMENT	INFORMATION TECHNOLOGY
		15.00	VPN TOKEN		509796	153416	1030.6211		SMALL TOOLS & EQUIPMENT	INFORMATION TECHNOLOGY
		2,525.50	Q4 FIBER LOCATES		509749	153445	1030.6249		OTHER CONTRACTUAL SERVICES	INFORMATION TECHNOLOGY
		84.38	Q4 FIBER LOCATES - POLICE OPS		509746	153456	1030.6249		OTHER CONTRACTUAL SERVICES	INFORMATION TECHNOLOGY
		31.38	Q4 FIBER LOCATES - KELLEY PARK		509747	153462	1030.6249		OTHER CONTRACTUAL SERVICES	INFORMATION TECHNOLOGY
		17.55	GOPHER STATE FIBER LOCATES		509748	153463	1030.6249		OTHER CONTRACTUAL SERVICES	INFORMATION TECHNOLOGY

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36982	**3/6/2026**		**100289 LOGIS**						**Continued...**	
		1,416.00	NETWORK SERVICES		509800	153479	1030.6235		CONSULTANT SERVICES	INFORMATION TECHNOLOGY
		461.00	HOSTED SIEM LOGGING MONTHLY		509799	153510	1030.6308		SOFTWARE SUBSCRIPTIONS	INFORMATION TECHNOLOGY
		7,021.42								
36983	**3/6/2026**		**100021 M AMUNDSON LLP**							
		33.60	TAX#1	00044390	509671	419189	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1,011.38	NTAX#1	00044390	509672	419189	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1,044.98								
36984	**3/6/2026**		**162548 MANSFIELD SERVICE PARTNERS**							
		15,303.10	NO LEAD FUEL (7498 GALS)		509801	IN00340091	1000.1520		INVENTORY-UNLEADED FUEL	GENERAL FUND BALANCE SHEET
		15,303.10								
36985	**3/6/2026**		**148903 MARCO TECHNOLOGIES LLC**							
		17,399.98	MITEL PHONE SYSTEM MAINTENANCE		509802	INV14899239	1030.6249		OTHER CONTRACTUAL SERVICES	INFORMATION TECHNOLOGY
		17,399.98								
36986	**3/6/2026**		**100302 MCNAMARA CONTRACTING INC**							
		50,481.34	EVR-P11 POND ENHANCE PAY #2		509803	20251119	5505.6810	2023133D	CONSTRUCTION IN PROGRESS	STORM DRAIN MNTC/RPR/SUMPS
		69,280.88	EVR-P11 POND ENHANCE PAY #2		509803	20251119	5505.6810	2023133D	CONSTRUCTION IN PROGRESS	STORM DRAIN MNTC/RPR/SUMPS
		119,762.22								
36987	**3/6/2026**		**152514 MEGA BEER LLC**							
		823.80	BEER#3	00052423	509677	35907	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		92.90-	CMBEER#3	00052423	509676	36172	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		198.00	BEER#2	00052423	509674	36362	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		164.30	BEER#3	00052423	509675	36487	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		639.00	BEER#1	00052423	509673	36724	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		1,732.20								
36988	**3/6/2026**		**100311 METRO COUNCIL ENVIRONMENTAL SV**							
		1,796.78	MCES WTP STRENGTH CHARGE		509769	1201430A	5325.6399		OTHER CHARGES	WATER TREATMENT FCLTY MNTC/RPR
		1,796.78								
36989	**3/6/2026**		**100849 METRO VOLLEYBALL OFFICIALS ASS**							
		1,776.00	VB OFFICIALS 1/27-2/10		509770	3154	1860.6249		OTHER CONTRACTUAL SERVICES	REC VOLLEYBALL
		1,776.00								
36990	**3/6/2026**		**100609 MGX EQUIPMENT SERVICES LLC**							
		566.00	PLOW CUTTING EDGES		509889	PSO1194581	1740.6215		EQUIPMENT-PARTS	PARK SIDEWALK/PATH MAINTENANCE

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36990	**3/6/2026**		**100609 MGX EQUIPMENT SERVICES LLC**						**Continued...**	
		566.00								
36991	**3/6/2026**		**151869 MODIST BREWING CO LLC**							
		276.75	BEER#2	00052303	509680	64837	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		228.55	THC#2	00052303	509681	65008	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		192.90	THC#1	00052303	509678	65148	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		46.15	BEER#1	00052303	509679	65148	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		225.95	BEER#3	00052303	509682	65260	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		970.30								
36992	**3/6/2026**		**157282 MOOSE LAKE BREWING CO**							
		252.00	BEER#2	00052865	509683	5006	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		252.00								
36993	**3/6/2026**		**158120 MY PICKLEBALL COACH**							
		709.50	PICKLEBALL LESSON JAN-FEB 26		509806	2132026	1855.6249		OTHER CONTRACTUAL SERVICES	REC FOOTBALL & SOCCER
		709.50								
36994	**3/6/2026**		**146279 NORDIC MECHANICAL SERVICES, I**							
		869.93	PM - CMF WASH BAY BOILER		509786	81884	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		632.50	REPAIR - CMF SOUTH FORK HEATER		509785	81885	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		3,037.50	MC - HVAC FALL PM		509784	81886	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		959.37	REPAIR-MC-HVAC FIN DIR OFFICE		509789	81995	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		1,104.37	REPAIR - HVAC PW DIR OFFICE		509787	81996	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		802.50	REPAIR-MC-HVAC BOILER		509791	81997	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		2,342.59	REPAIR - HVAC WASH BAY		509790	81998	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		500.00	REPAIRS - HVAC REGENT & BOILER		509788	82116	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		10,248.76								
36995	**3/6/2026**		**162928 NORTH STAR HEMP LLC**							
		315.00	THC#1	00053117	509874	226261	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		315.00								
36996	**3/6/2026**		**119604 OLSEN CHAIN & CABLE**							
		690.00	TOW ROPES FOR TRUCKS		509808	738336	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		690.00								
36997	**3/6/2026**		**148951 PERFORMANCE PLUS LLC**							
		165.00	ALEX LEE ANNUAL PHYSICAL		509810	2062033	1300.6235		CONSULTANT SERVICES	FIRE MANAGEMENT
		165.00								

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36997	**3/6/2026**		**148951 PERFORMANCE PLUS LLC**						**Continued...**	
36998	**3/6/2026**		**100393 PUMP AND METER SERVICE INC**							
		973.06	EV LIFT ADAPTER		509812	4005414	1530.6211		SMALL TOOLS & EQUIPMENT	FLEET & BUILDINGS-CMF
		973.06								
36999	**3/6/2026**		**100395 R & R SPECIALTIES OF WISCONSIN**							
		37.00	AVSA OLY BLADE SHARPENING		509813	92319IN	5215.6229		GENERAL SUPPLIES	ARENA 1 EQUIPMENT MAINTENANCE
		37.00	HAYES OLY BLADE SHARPENING		509813	92319IN	5270.6229		GENERAL SUPPLIES	ARENA 2 EQUIPMENT MAINT-HAYES
		74.00								
37000	**3/6/2026**		**144060 REACH**							
		315.00	ADS IN BUILDING TV		509815	118531	2205.6239		PRINTING	GOLF MANAGEMENT
		315.00								
37001	**3/6/2026**		**122110 REINDERS INC**							
		1,756.19	ON COURSE TRASH CANS		509894	341497400	2235.6229		GENERAL SUPPLIES	GOLF COURSE MAINTENANCE
		1,756.19								
37002	**3/6/2026**		**100600 RIGID HITCH INC**							
		56.99	PARTS - JACK #701		509816	1929039420	1530.6215		EQUIPMENT-PARTS	FLEET & BUILDINGS-CMF
		56.99								
37003	**3/6/2026**		**145515 SCHUFT, STEVE**							
		25.91	PARTS FOR TOILET FIX		509818	20260213	5025.6265		REPAIRS-EQUIPMENT	LIQUOR #1 OPERATIONS
		25.91								
37004	**3/6/2026**		**100829 SHAMROCK GROUP INC**							
		30.58	NO TAX#2	00052880	509881	10302038	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		64.26	NO TAX#2	00052880	509880	18101265	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		72.48	NO TAX#2	00052880	509882	18101349	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		56.40	NO TAX#1	00052880	509879	18101354	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		61.00	C02 SYSTEM		509819	R720849	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		18.00	CO2 AND NITROGEN RENTAL		509895	R722347	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		302.72								
37005	**3/6/2026**		**100437 SHERWIN WILLIAMS CO**							
		407.09	WELL HOUSE PAINTING SUPPLIES		509896	44830139430226	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		407.09								
37006	**3/6/2026**		**119875 SOUTH METRO RENTAL**							

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37006	**3/6/2026**		**119875 SOUTH METRO RENTAL**							
		62.03	CHAINSAW REPAIR		509897	101552	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		24.47	CHAINSAW REPAIR		509898	101576	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		86.50								
37007	**3/6/2026**		**145118 STEEL TOE BREWING, LLC**							
		152.00	BEER#1	00051551	509883	64871	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		152.00								
37008	**3/6/2026**		**158542 STRATUS BUILDING SOLUTIONS OF ST PAUL**							
		459.53	BUILDING CLEANING JAN		509899	16346	2215.6240		CLEANING SERVICE/GARBAGE REMOV	GOLF CLUBHOUSE BUILDING
		459.53								
37009	**3/6/2026**		**156213 STREET PLUMBING INC**							
		1,190.25	STREET PLUMB 2" BALL VALVE		509900	11978	5310.6249		OTHER CONTRACTUAL SERVICES	WATER METER RPR/REPLACE/READNG
		1,190.25								
37010	**3/6/2026**		**100457 STREICHERS INC**							
		203.81	EXPLORER UNIFORMS		509821	I1808968	1210.6281		UNIFORM/CLOTHING ALLOWANCE	POLICE FIELD OPERATIONS/PATROL
		76.98	TSCHIDA'S SHIRT		509820	I1809714	1210.6281		UNIFORM/CLOTHING ALLOWANCE	POLICE FIELD OPERATIONS/PATROL
		1,734.76	EXPLORER UNIFORMS		509822	I1811813	1210.6281		UNIFORM/CLOTHING ALLOWANCE	POLICE FIELD OPERATIONS/PATROL
		2,015.55								
37011	**3/6/2026**		**121735 THE EMBLEM AUTHORITY**							
		552.00	PATCHES		509902	50903	1210.6281		UNIFORM/CLOTHING ALLOWANCE	POLICE FIELD OPERATIONS/PATROL
		552.00								
37012	**3/6/2026**		**100486 TWIN CITY GARAGE DOOR CO**							
		200.00	FS3 GARAGE DOORS 1 & 2 REPAIR		509903	447107607	1340.6266		REPAIRS-BUILDING	FIRE BLDG & GROUNDS MNTC
		4,775.00	REPAIR-BUILDING#3 DOOR C1 & C3		509904	447220573	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		4,975.00								
37013	**3/6/2026**		**151366 URBAN GROWLER BREWING COMPANY**							
		101.00	BEER#1	00052250	509884	42166	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		101.00								
37014	**3/6/2026**		**156853 UTILITY LOGIC LLC**							
		93.94	GSOC MARKING PAINT		509905	15997	5335.6229		GENERAL SUPPLIES	WATER FINAL/SERVICE ON OFF/LOC
		93.94								
37015	**3/6/2026**		**158620 VENN BREWING COMPANY**							

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37015	3/6/2026		158620 VENN BREWING COMPANY						Continued...	
		212.00	BEER#2	00052964	509886	11536	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		349.00	BEER#1	00052964	509885	11709	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		561.00								
37016	3/6/2026		100081 WASTE MANAGEMENT-BURNSVILLE LANDFILL							
		471.41	PARK TRASH FEB		509911	3885202915	1720.6240		CLEANING SERVICE/GARBAGE REMOV	PARK GROUNDS MAINTENANCE
		471.41								
37017	3/6/2026		148638 WERNER, SCOTT							
		204.00	ASSETWORKS-WERNER-ARLINGTON TX		507574	20260124	1530.6278		SUBSISTENCE ALLOWANCE	FLEET & BUILDINGS-CMF
		204.00								
37018	3/6/2026		101003 WINZER FRANCHISE COMPANY							
		41.38	MISC. NUTS, BOLTS & WASHERS		509912	3721602	1350.6229		GENERAL SUPPLIES	FIRE VEHICLE MAINTENANCE
		41.38	MISC. NUTS, BOLTS & WASHERS		509912	3721602	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE
		41.38	MISC. NUTS, BOLTS & WASHERS		509912	3721602	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		41.39	MISC. NUTS, BOLTS & WASHERS		509912	3721602	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		41.38	MISC. NUTS, BOLTS & WASHERS		509912	3721602	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC
		41.38	MISC. NUTS, BOLTS & WASHERS		509912	3721602	5390.6229		GENERAL SUPPLIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		248.29								
37019	3/6/2026		100528 ZIEGLER INC							
		345.68	PARTS - PLOW #351		509917	IN002296410	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		345.68								
328403	3/4/2026		162479 ACTION FENCE INC							
		16,340.90	POLICE OPERATIONS GARAGE-FINAL		509684	20251231A	4432.6810	2021172G	CONSTRUCTION IN PROGRESS	2024A CAPITAL PROJECTS CIP EXP
		16,340.90								
328404	3/4/2026		120949 AIRGAS USA LLC							
		55.63	TORCH GAS		509691	9168924524	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		55.65	TORCH GAS		509691	9168924524	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE
		55.63	TORCH GAS		509691	9168924524	5390.6229		GENERAL SUPPLIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		55.63	TORCH GAS		509691	9168924524	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC
		9.75	TORCH GAS		509690	9168924556	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE
		9.75	TORCH GAS		509690	9168924556	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		9.75	TORCH GAS		509690	9168924556	5390.6229		GENERAL SUPPLIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		9.75	TORCH GAS		509690	9168924556	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC
		261.54								

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328405	3/4/2026		100023 ANDERSEN INC, EARL F							
		78.80	SIGN REPLACEMENTS		509699	141946IN	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		78.80								
328406	3/4/2026		125174 ARTISAN BEER COMPANY							
		244.65	BEER#2	00047806	509509	3828379	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		1,737.80	BEER#1	00047806	509502	3830021	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		64.25	THC#1	00047806	509503	3830022	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		636.70	BEER#3	00047806	509514	3830023	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		785.20	BEER#1	00047806	509504	3831564	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		1,384.15	BEER#2	00047806	509510	3831566	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		55.70	THC#2	00047806	509511	3831567	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		1,042.70	BEER#3	00047806	509515	3831568	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		111.40	THC#3	00047806	509516	3831569	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		457.20	THC#1	00047806	509505	3832583	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		983.80	BEER#1	00047806	509506	3833363	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		274.08	THC#1	00047806	509507	3833364	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,376.00	BEER#3	00047806	509517	3833365	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		24.60	TAX#3	00047806	509518	3833366	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		833.00	THC#3	00047806	509519	3833367	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		561.68-	CMBEER#2	00047806	509508	442804	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		300.96-	CMBEER#3	00047806	509512	443375	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		5.10-	CMBEER#3	00047806	509513	443539	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		9,143.49								
328407	3/4/2026		165474 CHAMPLIN ATHLETIC							
		6,624.00	SOFTBALLS		509706	188890	1850.6229		GENERAL SUPPLIES	REC SOFTBALL
		6,624.00								
328408	3/4/2026		100878 CHARTER COMMUNICATIONS							
		17.75	ARENA CABLE TV FEB		509792	175320701FEB26	5205.6237		TELEPHONE/PAGERS	ARENA 1 MANAGEMENT
		17.75								
328409	3/4/2026		159037 CHUX							
		300.00	UNIFORM/CLOTHING		509707	12609	1920.6281		UNIFORM/CLOTHING ALLOWANCE	SENIOR CENTER
		350.00	UNIFORM/CLOTHING		509707	12609	1700.6281		UNIFORM/CLOTHING ALLOWANCE	PARK & RECREATION MANAGEMENT
		870.50	UNIFORM/CLOTHING		509707	12609	1900.6281		UNIFORM/CLOTHING ALLOWANCE	AV COMMUNITY CENTER
		1,520.50								
328410	3/4/2026		100282 CINTAS CORPORATION							
		243.76	CINTAS LINENS		509709	4259076299	2270.6240		CLEANING SERVICE/GARBAGE	GOLF FOOD & BEVERAGE

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328410	3/4/2026		100282 CINTAS CORPORATION						Continued...	
		243.76	CINTAS LINENS		509710	4259838533	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		13.51	PARKS COVERALLS		509708	4260211240	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		14.37	SHOP COVERALLS		509708	4260211240	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		44.48	STREETS COVERALLS		509708	4260211240	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		559.88								
328411	3/4/2026		100510 CORE & MAIN							
		604.85	HZP3 UPGRADE PROJECT		509713	INV0026349	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		604.85								
328412	3/4/2026		157280 COZZINI BROS. INC							
		44.89	KNIFE SERVICES		509714	C20397403	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		44.89								
328413	3/4/2026		164771 CROSSFIT SNOWDRIFT							
		1,000.00	WELLNESS TRAINER JAN26		509715	JAN2026	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
		1,000.00								
328414	3/4/2026		122019 CROWN RENTAL - BURNSVILLE							
		193.98	2 CHAINSAW HELMETS		509716	4391681	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		193.98								
328415	3/4/2026		101329 CUMMINS SALES AND SERVICE							
		3,840.33	REPAIR - MC GENERATOR		509717	E4260263269	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		3,840.33								
328416	3/4/2026		100123 DAKOTA COUNTY FINANCIAL SERVIC							
		1,392.00	RADIO REPAIR.		509718	5505464	1210.6265		REPAIRS-EQUIPMENT	POLICE FIELD OPERATIONS/PATROL
		1,392.00								
328417	3/4/2026		118441 DE PAUL LETTERING							
		20.00	UNIFORM EMBROIDERY		509719	72641	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		20.00								
328418	3/4/2026		100434 DOUGHERTY MOLENDA SOLFEST HILL							
		36.51	CODE VIOLATIONS-MISC		509465	351432	1050.6231		LEGAL SERVICES	LEGAL GENERAL SERVICES
		36.93	PARK BOND HAYES PARK 2343		509466	351435	2343.6231	PR230062	LEGAL SERVICES	HAYES PARK PARK
		58.39	PARK BOND COMMUNITY CENTER 230		509467	351436	2305.6231	PR230062	LEGAL SERVICES	APPLE VALLEY COMMUNITY CENTER
		24.34	7153/7169 152ND ST W - 866 SIT		509468	351437	3207.6231	2024150G	LEGAL SERVICES	CLOSED BOND ISSUES
		979.50	15584 GASLIGHT DR-EDA SALE		509469	351438	3212.6231	2024149G	LEGAL SERVICES	EDA OPERATION

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328418	3/4/2026		100434 DOUGHERTY MOLENDA SOLFEST HILL						Continued...	
		1,602.82	MIXED BUSINESS COMP PLAN AMEND		509470	351439	4502.6231	2024183L	LEGAL SERVICES	IMPROVEMENTS-ASSESSED
		59.36	MBC DIST-TECH PARK (PC24-23-BC		509471	351440	4502.6231	2024185L	LEGAL SERVICES	IMPROVEMENTS-ASSESSED
		272.50	SALE OF CITY LAND (8xxx 147TH-		509472	351441	4047.6231	2025148G	LEGAL SERVICES	CIP DEVELOPMENT
		97.32	12894 FOREST COURT (GLORIA MYE		509473	351442	4502.6231	2026137L	LEGAL SERVICES	IMPROVEMENTS-ASSESSED
		477.01	AV ADD'S STORMWATER IMPROVEMEN		509474	351443	5505.6231	2026107D	LEGAL SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		3,970.65	VILLAGE POINTE PLAZA		509475	351446	4502.6231	2026131G	LEGAL SERVICES	IMPROVEMENTS-ASSESSED
		7,615.33								
328419	3/4/2026		102254 ENVIRONMENTAL EQUIPMENT & SERVICES INC							
		2,472.00	TYMCO CURTAIN PARTS		509724	25664	5505.6215		EQUIPMENT-PARTS	STORM DRAIN MNTC/RPR/SUMPS
		2,472.00								
328420	3/4/2026		158230 FALLING KNIFE BREWING CO							
		400.00	THC#1	00052916	509637	23641	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		240.00	THC#1	00052916	509638	23716	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		355.00	BEER#3	00052916	509640	23800	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		236.00	BEER#1	00052916	509639	23810	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		1,231.00								
328421	3/4/2026		165473 G4 ASSET SOLUTIONS INC							
		40.10	PERMIT APP REFUND 104 BELMONT		509729	20260217	1001.4060		PERMIT-BUILDING PERMIT	GENERAL FUND REVENUE
		40.10								
328422	3/4/2026		100314 GREAT LAKES COCA-COLA DISTRIBU							
		755.01	TAX#3	00000122	509647	51188983009	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		631.81	TAX#1	00000122	509645	51247264012	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		55.92	NTAX#1	00000122	509646	51247264012	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1,442.74								
328423	3/4/2026		100222 HACH COMPANY							
		82.70	WTP LAB SUPPLIES		509730	14870742	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		82.70								
328424	3/4/2026		100231 HOHENSTEINS INC							
		696.00	BEER#3	00005574	509660	901466	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		81.00	TAX#3	00005574	509661	901466	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		335.70	BEER#2	00005574	509658	901502	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		642.00	THC#1	00005574	509649	901507	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,181.55	BEER#1	00005574	509650	901507	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		27.00	TAX#1	00005574	509651	901507	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES

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328424	3/4/2026		100231 HOHENSTEINS INC						Continued...	
		1,016.00	THC#3	00005574	509662	903294	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		765.30	BEER#3	00005574	509663	903294	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		82.00	TAX#3	00005574	509664	903294	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		151.00	THC#1	00005574	509652	903325	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		62.40	BEER#1	00005574	509653	903325	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		99.30	TAX#1	00005574	509654	903325	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		72.10	BEER#2	00005574	509659	905456	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		363.50	THC#3	00005574	509665	905500	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		398.00	BEER#3	00005574	509666	905500	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		54.00	TAX#3	00005574	509667	905500	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		300.00	THC#1	00005574	509655	905568	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		242.80	BEER#1	00005574	509656	905568	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		39.00	TAX#1	00005574	509657	905568	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		6,608.65								
328425	3/4/2026		103314 INNOVATIVE OFFICE SOLUTIONS							
		134.87	SPORTS ARENA VACUUM		509736	IN5055461	5205.6211		SMALL TOOLS & EQUIPMENT	ARENA 1 MANAGEMENT
		157.93	ANT KILLER - 14.67 + CLEANING		509733	IN5059465	5025.6229		GENERAL SUPPLIES	LIQUOR #1 OPERATIONS
		87.74	PAPER TOWELS FOR BATHROOM		509734	IN5060734	5025.6229		GENERAL SUPPLIES	LIQUOR #1 OPERATIONS
		96.12	POST ITS AND MARKERS-SUPPLY RM		509735	IN5061908	1035.6210		OFFICE SUPPLIES	FINANCE
		476.66								
328426	3/4/2026		143609 INSIDE THE TAPE LLC							
		395.00	HOMICIDE INVEST-FRY/REG/VA		509888	20260302	1225.6275		SCHOOLS/CONFERENCES/EXP LOCAL	POLICE TRAINING
		395.00	HOMICIDE INVEST-HORAZUK/REG/VA		509888	20260302	1225.6275		SCHOOLS/CONFERENCES/EXP LOCAL	POLICE TRAINING
		395.00	HOMICIDE INVES-GYSBERS/REG/VA		509888	20260302	1225.6275		SCHOOLS/CONFERENCES/EXP LOCAL	POLICE TRAINING
		1,185.00								
328427	3/4/2026		158334 INSIGHT BREWING CO							
		575.20	THC#3	00052942	509669	29550	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		118.43	BEER#3	00052942	509668	29845	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		693.63								
328428	3/4/2026		100247 INTERSTATE POWER SYSTEMS							
		79.51	PARTS - SENSOR #4983		501212	C00122292701	1350.6215		EQUIPMENT-PARTS	FIRE VEHICLE MAINTENANCE
		79.51-	PARTS-SENSOR #4983 RETURN		501214	C00122302401	1350.6215		EQUIPMENT-PARTS	FIRE VEHICLE MAINTENANCE
		15,841.64	REPAIR - #312 TRANSMISSION		509738	R00122975801	1630.6265		REPAIRS-EQUIPMENT	STREET EQUIPMENT MAINTENANCE
		15,841.64								
328429	3/4/2026		165428 KODEX INC							

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328429	**3/4/2026**		**165428 KODEX INC**						**Continued...**	
		45.00	26000040 INVESTIGATIONS		509501	TOTPXERT0001	1200.6235		CONSULTANT SERVICES	POLICE MANAGEMENT
		45.00								
328430	**3/4/2026**		**100281 LEAGUE OF MN CITIES**							
		20.00	SAFETYLOSS-J HAEFNER-MANKATO		509742	446294	1020.6275		SCHOOLS/CONFERENCES/EXP LOCAL	HUMAN RESOURCES
		20.00								
328431	**3/4/2026**		**161278 LEXISNEXIS RISK SOLUTIONS FL INC**							
		882.00	ACCURINT		509743	1300244465	1210.6308		SOFTWARE SUBSCRIPTIONS	POLICE FIELD OPERATIONS/PATROL
		882.00								
328432	**3/4/2026**		**101616 LMC INSURANCE TRUST**							
		2,644.25	CLAIM GL486972		509744	10254A	7205.6399		OTHER CHARGES	INSURANCE CLAIMS
		2,644.25								
328433	**3/4/2026**		**145429 LUBE-TECH RELIABLE ASCENTEK INC**							
		39.21	OIL - BULK 5W-30		509918	4065403	1520.6212		MOTOR FUELS/OILS	NATURAL RESOURCES
		39.21	OIL - BULK 5W-30		509918	4065403	1510.6212		MOTOR FUELS/OILS	PW ENGINEERING & TECHNICAL
		39.21	OIL - BULK 5W-30		509918	4065403	1013.6212		MOTOR FUELS/OILS	CODE ENFORCEMENT
		39.24	OIL - BULK 5W-30		509918	4065403	1400.6212		MOTOR FUELS/OILS	INSPECTIONS MANAGEMENT
		156.87	OIL - BULK 5W-30		509918	4065403	1210.6212		MOTOR FUELS/OILS	POLICE FIELD OPERATIONS/PATROL
		156.87	OIL - BULK 5W-30		509918	4065403	1350.6212		MOTOR FUELS/OILS	FIRE VEHICLE MAINTENANCE
		156.87	OIL - BULK 5W-30		509918	4065403	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		156.87	OIL - BULK 5W-30		509918	4065403	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE
		156.87	OIL - BULK 5W-30		509918	4065403	5345.6212		MOTOR FUELS/OILS	WATER EQUIP/VEHICLE/MISC MNTC
		156.87	OIL - BULK 5W-30		509918	4065403	5390.6212		MOTOR FUELS/OILS	SWR EQUIP/VEHICLE MISC MNTC/RP
		158.00	OIL - BULK 15W-40		509919	4069527	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE
		158.00	OIL - BULK 15W-40		509919	4069527	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		158.00	OIL - BULK 15W-40		509919	4069527	1350.6212		MOTOR FUELS/OILS	FIRE VEHICLE MAINTENANCE
		158.00	OIL - BULK 15W-40		509919	4069527	5345.6212		MOTOR FUELS/OILS	WATER EQUIP/VEHICLE/MISC MNTC
		158.02	OIL - BULK 15W-40		509919	4069527	5390.6212		MOTOR FUELS/OILS	SWR EQUIP/VEHICLE MISC MNTC/RP
		1,888.11								
328434	**3/4/2026**		**100309 MENARDS**							
		3.99	WELL HOUSE REPAIRS		509755	6651	5320.6265		REPAIRS-EQUIPMENT	WATER WELL/BOOSTER STN MNT/RPR
		46.47	SAFETY PPE		509755	6651	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		68.49	WELL HOUSE PAINTING SUPPLIES		509755	6651	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		57.90	SAFETY PPE		509756	6692	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		70.36	WELL HOUSE PAINTING SUPPLIES		509756	6692	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		44.92	MID WINTERFEST SUPPLIES		509753	6850	1800.6229		GENERAL SUPPLIES	REC PROGRAM GENERAL

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
328434	3/4/2026		100309 MENARDS						Continued...	
		11.99	FUNNEL		509805	6928	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		74.19	WELL 2 PAINT PROJECT		509759	6982	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		152.22	SHOP SUPPLIES		509750	6983	2230.6229		GENERAL SUPPLIES	GOLF SHOP BUILDING MAINTENANCE
		13.07	SWAT SUPPLIES		509751	7018	1272.6229		GENERAL SUPPLIES	POLICE DAK CTY MAAG TEAM
		27.77	CLEANING SUPPLIES		509754	7044	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		11.98	BLADES FOR NUMBERS		509760	7097	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		93.73	WTP OSHA LIST		509758	7099A	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		22.92	ARCHERY RANGE SUPPLIES		509761	7103	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		353.04	BENCH LUMBER		509762	7113	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		214.91	PLUMBING REPAIR.		509766	7146A	1940.6265		REPAIRS-EQUIPMENT	SPLASH VALLEY WATER PARK
		63.51	TV VAN SUPPLIES		509757	7153	5375.6229		GENERAL SUPPLIES	SEWER MAINTENANCE AND REPAIR
		50.40	UNIFORM STORAGE BINS		509804	7168	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		37.28	GOAL ANCHOR SUPPLIES		509763	7331A	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		11.66	MISC PARTS		509752	7400	1330.6215		EQUIPMENT-PARTS	FIRE OPERATIONS
		136.83	SHOP SUPPLIES		509764	7616	2230.6229		GENERAL SUPPLIES	GOLF SHOP BUILDING MAINTENANCE
		339.40	BINS FOR AVCC TRANSITION		509765	7641	1700.6229		GENERAL SUPPLIES	PARK & RECREATION MANAGEMENT
		1,907.03								
328435	3/4/2026		128699 MES SERVICE COMPANY LLC							
		509.17	CARABINER(5) & RESCUCENDER(4)		509767	IN2443549	1330.6211		SMALL TOOLS & EQUIPMENT	FIRE OPERATIONS
		12,894.27	TECHNICAL RESCUE EQUIP		509768	IN2445619	1330.6211		SMALL TOOLS & EQUIPMENT	FIRE OPERATIONS
		13,403.44								
328436	3/4/2026		164913 METLIFE							
		360.50	SHORT TERM DISABILITY		509686	20260201	1020.6235		CONSULTANT SERVICES	HUMAN RESOURCES
		712.13	VISION		509686	20260201	9000.2115		ACCRUED MEDICAL INSURANCE	PAYROLL CLEARING BAL SHEET
		16,526.44	MN PAID FAMILY LEAVE FEBRUARY		509686	20260201	9000.2122		ACCRUED BENEFIT LIABILITY-PFML	PAYROLL CLEARING BAL SHEET
		17,599.07								
328437	3/4/2026		114541 MIDWEST OVERHEAD CRANE							
		163.19	CRANE INSPECTIONS		509890	194252	1530.6249		OTHER CONTRACTUAL SERVICES	FLEET & BUILDINGS-CMF
		652.76	CRANE INSPECTIONS		509890	194252	1940.6249		OTHER CONTRACTUAL SERVICES	SPLASH VALLEY WATER PARK
		652.78	CRANE INSPECTIONS		509890	194252	5305.6249		OTHER CONTRACTUAL SERVICES	WATER MGMT/REPORT/DATA ENTRY
		1,468.73								
328438	3/4/2026		101376 MN DEPT OF HEALTH							
		61,557.00	WATER SVC CONNECT FEE-1ST QTR		509891	20260206	5300.2332		STATE WATER TESTING FEE	WATER & SEWER FUND BAL SHEET
		61,557.00								
328439	3/4/2026		144492 MN DNR ECOLOGICAL AND WATER RESOURCES							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
328439	3/4/2026		144492 MN DNR ECOLOGICAL AND WATER RESOURCES						Continued...	
		41,458.02	DNR WATER PERMIT (USAGE)		509892	20260213	5305.6399		OTHER CHARGES	WATER MGMT/REPORT/DATA ENTRY
		41,458.02								
328440	3/4/2026		144980 MN PETROLEUM SERVICE							
		187.00	LIFT INSPECTION		509771	170418	2240.6265		REPAIRS-EQUIPMENT	GOLF EQUIPMENT MAINTENANCE
		187.00								
328441	3/4/2026		148952 MN RURAL WATER ASSOCIATION							
		425.00	2026 MRWA DUES		509893	20260224	5305.6280		DUES & SUBSCRIPTIONS	WATER MGMT/REPORT/DATA ENTRY
		425.00								
328442	3/4/2026		164134 MODERN MARKETING							
		336.17	TATTOO'S FOR PUBLIC EDUCATION		509772	MMI167122	1320.6229		GENERAL SUPPLIES	FIRE PREVENTION
		336.17								
328443	3/4/2026		164951 MORE JUICE LLC							
		25.50	TAX#3	00053199	509873	1455	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		25.50								
328444	3/4/2026		100995 NAPA AUTO PARTS							
		612.62	PARTS - BRAKES & ROTORS #917		509807	985146	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		612.62								
328445	3/4/2026		122930 PACE ANALYTICAL SERVICES INC							
		553.00	PFAS TREATMENT PILOT		509920	26100512389	5452.6235	2025153W	CONSULTANT SERVICES	PFAS FUND EXPENDITURES
		553.00								
328446	3/4/2026		131227 PALOMINO PET HOSPITAL							
		40.00	IMPOUND FEES		509779	393437	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		40.00	IMPOUND FEES		509778	393438	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		80.00	IMPOUND FEES		509781	393439	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		40.00	IMPOUND FEES		509780	393440	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		295.00	IMPOUND FEES		509777	393441	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		455.00	IMPOUND FEES		509783	393442	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		160.00	IMPOUND FEES		509775	393443	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		40.00	IMPOUND FEES		509773	393444	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		80.00	IMPOUND FEES		509776	393445	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		80.00	IMPOUND FEES		509774	393446	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		40.00	IMPOUND FEES		509782	393447	1295.6249		OTHER CONTRACTUAL SERVICES	COMMUN SERVICE OFFICERS (CSO)
		1,350.00								

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328446	**3/4/2026**		**131227 PALOMINO PET HOSPITAL**						**Continued...**	
328447	**3/4/2026**		**165484 PENNOCK PLACE CONDOMINIUM ASSOC**							
		450.00	REIMBURSEMENT - METER INSTALL		509809	20260210	5305.6269		REPAIRS-OTHER	WATER MGMT/REPORT/DATA ENTRY
		450.00								
328448	**3/4/2026**		**139130 PROFESSIONAL BEVERAGE SYSTEMS INC II**							
		920.10	REPAIR - CMF - ICE MAKER		509811	57581	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		920.10								
328449	**3/4/2026**		**153484 PRYES BREWING COMPANY LLC**							
		421.50	BEER#1	00052530	509875	116218	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		177.50	BEER#3	00052530	509876	116313	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		599.00								
328450	**3/4/2026**		**160989 RANGE SERVANT AMERICA INC**							
		341.00	RANGE TOKENS		509814	SI1001538	2220.6229		GENERAL SUPPLIES	GOLF DRIVING RANGE
		341.00								
328451	**3/4/2026**		**149126 RED BULL DISTRIBUTION COMPANY**							
		42.00	TAX#3	00052064	509878	2032018899	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		581.59	TAX#2	00052064	509877	5021239745	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		623.59								
328452	**3/4/2026**		**164817 SALT SOURCE LLC**							
		2,227.00	LIQUID FOR MAKING TREATED SALT		509817	33797	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		2,227.00								
328453	**3/4/2026**		**155905 TEAMSIDELINE.COM**							
		30.00	TEAMSIDELINE 4/1/26-4/1/27		509901	TSINV21773	1870.6308		SOFTWARE SUBSCRIPTIONS	REC BASKETBALL
		160.00	TEAMSIDELINE 4/1/26-4/1/27		509901	TSINV21773	1850.6308		SOFTWARE SUBSCRIPTIONS	REC SOFTBALL
		184.00	TEAMSIDELINE 4/1/26-4/1/27		509901	TSINV21773	1855.6308		SOFTWARE SUBSCRIPTIONS	REC FOOTBALL & SOCCER
		825.00	TEAMSIDELINE 4/1/26-4/1/27		509901	TSINV21773	1860.6308		SOFTWARE SUBSCRIPTIONS	REC VOLLEYBALL
		1,199.00								
328454	**3/4/2026**		**100839 VALLEY-RICH COMPANY INC**							
		9,345.50	WM BREAK WALNUT & RIDGEVIEW DR		509907	35359	5330.6269		REPAIRS-OTHER	WTR MAIN/HYDRANT/CURB STOP MNT
		6,184.24	WATER MAIN BREAK ELLICE CT		509906	35360	5330.6269		REPAIRS-OTHER	WTR MAIN/HYDRANT/CURB STOP MNT
		11,770.14	WM BREAK 13549 ELKWOOD DR		509908	35364	5330.6269		REPAIRS-OTHER	WTR MAIN/HYDRANT/CURB STOP MNT
		27,299.88								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
328455	**3/4/2026**		**124464 VALLEYWOOD GOLF COURSE**						**Continued...**	
		2,006.86	ANNUAL AWARDS BANQUET		509909	20260228	1300.6399		OTHER CHARGES	FIRE MANAGEMENT
		2,006.86								
328456	**3/4/2026**		**100631 VERIZON WIRELESS**							
		1,500.00-	INSP INCENTIVE CREDIT		509910	6135000330	1400.6237		TELEPHONE/PAGERS	INSPECTIONS MANAGEMENT
		600.00-	STR INCENTIVE CREDIT		509910	6135000330	1600.6237		TELEPHONE/PAGERS	STREET MANAGEMENT
		400.00-	ENG INCENTIVE CREDIT		509910	6135000330	1510.6237		TELEPHONE/PAGERS	PW ENGINEERING & TECHNICAL
		400.00-	CODE INCENTIVE CREDIT		509910	6135000330	1013.6237		TELEPHONE/PAGERS	CODE ENFORCEMENT
		200.00-	PK INCENTIVE CREDIT		509910	6135000330	1700.6237		TELEPHONE/PAGERS	PARK & RECREATION MANAGEMENT
		200.00-	ADM INCENTIVE CREDIT		509910	6135000330	1010.6237		TELEPHONE/PAGERS	ADMINISTRATION
		200.00-	SHOP INCENTIVE CREDIT		509910	6135000330	1530.6237		TELEPHONE/PAGERS	FLEET & BUILDINGS-CMF
		38.41	ADM CELLULAR		509910	6135000330	1010.6237		TELEPHONE/PAGERS	ADMINISTRATION
		38.41	CH CELLULAR		509910	6135000330	1060.6237		TELEPHONE/PAGERS	MUNICIPAL BLDG & GROUNDS MNTC
		38.41	SHOP CELLULAR		509910	6135000330	1530.6237		TELEPHONE/PAGERS	FLEET & BUILDINGS-CMF
		40.04	IT CELLULAR		509910	6135000330	1030.6237		TELEPHONE/PAGERS	INFORMATION TECHNOLOGY
		58.43	PK CELLULAR		509910	6135000330	1710.6237		TELEPHONE/PAGERS	PARK MAINTENANCE MANAGEMENT
		76.82	CODE CELLULAR		509910	6135000330	1013.6237		TELEPHONE/PAGERS	CODE ENFORCEMENT
		138.45	POL CELLULAR		509910	6135000330	1205.6237		TELEPHONE/PAGERS	POLICE RECORDS UNIT
		316.94	ENG CELLULAR		509910	6135000330	1510.6237		TELEPHONE/PAGERS	PW ENGINEERING & TECHNICAL
		330.50	INSP CELLULAR		509910	6135000330	1400.6237		TELEPHONE/PAGERS	INSPECTIONS MANAGEMENT
		755.39	STR CELLULAR		509910	6135000330	1600.6237		TELEPHONE/PAGERS	STREET MANAGEMENT
		1,474.29	REC CELLULAR		509910	6135000330	1700.6237		TELEPHONE/PAGERS	PARK & RECREATION MANAGEMENT
		80.02	GOLF CELLULAR		509910	6135000330	2205.6237		TELEPHONE/PAGERS	GOLF MANAGEMENT
		400.00-	UTIL INCENTIVE CREDIT		509910	6135000330	5305.6237		TELEPHONE/PAGERS	WATER MGMT/REPORT/DATA ENTRY
		417.73	UTIL CELLULAR		509910	6135000330	5305.6237		TELEPHONE/PAGERS	WATER MGMT/REPORT/DATA ENTRY
		417.74	UTIL CELLULAR		509910	6135000330	5365.6237		TELEPHONE/PAGERS	SEWER MGMT/REPORTS/DATA ENTRY
		85.62	STORM CELLULAR		509910	6135000330	5505.6237		TELEPHONE/PAGERS	STORM DRAIN MNTC/RPR/SUMPS
		407.20								
328457	**3/4/2026**		**100363 XCEL ENERGY**							
		78.17	SL ELECTRIC JCRR NORTH CR 42 F		509915	5100130856011FEB26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		9.52	ROUNDABOUT SPKLR JCRR & 159TH		509916	5100139897905FEB26	1610.6255		UTILITIES-ELECTRIC	STREET/BOULEVARD REPAIR & MNTC
		127.72	SL ELECTRIC 147TH & JCR FEB		509914	5104562347FEB26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		418.11	POL GUN RANGE ELECTRIC FEB		509913	5158758142FEB26	1255.6255		UTILITIES-ELECTRIC	POLICE GUN RANGE
		633.52								
		790,620.49	Grand Total				Payment Instrument Totals			

2/27/2026 -- 3/6/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		790,620.49	Grand Total							

Payment Instrument Totals

Checks	262,401.45
A/P ACH Payment	528,219.04
Total Payments	790,620.49

RS 3/4/26
CL 3/4/26

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

2/27/2026 - 3/6/2026

Company		Amount
01000	GENERAL FUND	244,789.45
02115	OPIOID SETTLEMENT FUND	7,363.47
02200	VALLEYWOOD GOLF FUND	5,548.32
02300	PARKS REFERENDUM FUND	95.32
03205	CLOSED SA BOND ISSUES	24.34
03210	EDA OPERATIONS FUND	979.50
03420	2024A GO BOND D/S	1,750.00
04045	CIP DEVELOPMENT FUND	272.50
04430	2024A CAPITAL PROJECT CIP FUND	52,885.66
04500	CONSTRUCTION PROJECTS	5,730.15
05000	LIQUOR FUND	177,593.69
05200	ARENA FUND	641.88
05300	WATER & SEWER FUND	147,793.42
05450	PFAS FUND	553.00
05500	STORM DRAINAGE UTILITY FUND	124,484.18
05800	STREET LIGHT UTIL FUND	232.79
07200	RISK MANAGEMENT/INSURANCE FUND	2,644.25
09000	PAYROLL CLEARING FUND	17,238.57
	Report Totals	790,620.49

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
37020	**3/13/2026**		**147453 ADAM'S PEST CONTROL INC**							
		78.00	PEST CONTROL @ THE WTP		509963	4358022	5325.6249		OTHER CONTRACTUAL SERVICES	WATER TREATMENT FCLTY MNTC/RPR
		19.44-	WATER & WELL SALES TAX ADJ		509976	4358023	5320.6249		OTHER CONTRACTUAL SERVICES	WATER WELL/BOOSTER STN MNT/RPR
		19.44	WATER & WELL SALES TAX ADJ		509976	4358023	5300.2330		DUE TO OTHER GOVERNMENT	WATER & SEWER FUND BAL SHEET
		258.64	PEST CONTROL @ WELLS & BOOSTER		509976	4358023	5320.6249		OTHER CONTRACTUAL SERVICES	WATER WELL/BOOSTER STN MNT/RPR
		336.64								
37021	**3/13/2026**		**100389 ALPHAGRAPHICS**							
		67.12	NAME PLATE - SYDNEE		510089	139216	1100.6229		GENERAL SUPPLIES	DEV MANAGEMENT
		118.99	CRIME VICTIM INFO CARDS		509977	139466	1200.6239		PRINTING	POLICE MANAGEMENT
		186.11								
37022	**3/13/2026**		**153995 AMAZON CAPITAL SERVICES**							
		12.74	BATTERIES		509924	11JVWF97R34T	1770.6210		OFFICE SUPPLIES	PARK GENERAL MAINTENANCE
		94.36	BLACK WASTEBASKETS		510150	16K7WC6MJT9P	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		252.56	SEASONAL SAFETY SUPPLIES		509978	17DKFFXW1LHN	1770.6229		GENERAL SUPPLIES	PARK GENERAL MAINTENANCE
		12.99	VELCRO CABLE TIES		510135	1F1PXLP3XH7L	1900.6229		GENERAL SUPPLIES	AV COMMUNITY CENTER
		91.37	BINS FOR FOOD SHELF DROP-OFF		510051	1GR4VJNM4GDV	5095.6229		GENERAL SUPPLIES	LIQUOR #3 OPERATIONS
		91.37	BINS FOR FOOD SHELF DROP-OFF		510051	1GR4VJNM4GDV	5025.6229		GENERAL SUPPLIES	LIQUOR #1 OPERATIONS
		148.49	SHOP TOWELS AND SCRUB BUCKETS		510149	1HCJWHN71YNQ	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		59.99	SHOP SUPPLIES,SHOP TOOLS CMF		509967	1JCG6HGPXJ37	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		49.21	LABELS FOR CLOTHES		510095	1LQXXKJ47WDX	2205.6229		GENERAL SUPPLIES	GOLF MANAGEMENT
		18.03	AC POWER ADAPTER		510151	1MG1JYWX7TFD	1530.6211		SMALL TOOLS & EQUIPMENT	FLEET & BUILDINGS-CMF
		79.99	PD FRIG WATER FILTERS		509964	1NFGXNKYKXV7	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		21.99	VACUUM FILTERS		510147	1NYN39L1C9LL	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		36.53	SHOP SUPPLIES,SHOP TOOLS CMF		510137	1PDVLH6QV1D6	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		96.98	SIGN HOLDERS FOR NUMBERS		509979	1PT4YGPQD46D	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		30.35	KEYBOARD WIPES		510136	1QDPKNJV6DNT	1030.6229		GENERAL SUPPLIES	INFORMATION TECHNOLOGY
		43.96	CERTIFICATE HOLDERS		509969	1QYT934RDRKT	1300.6229		GENERAL SUPPLIES	FIRE MANAGEMENT
		32.20	SHOP SUPPLIES,SHOP TOOLS CMF		509968	1TMQ61LMWXNF	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		299.53	SHOP SUPPLIES,SHOP TOOLS CMF		510138	1VL617RMPK1R	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		177.90	WATER FOUNTAIN FILTERS		510148	1W6CH3RY61FF	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		57.98	IPAD CASES		510145	1W6CH3RYCLCQ	1030.6211		SMALL TOOLS & EQUIPMENT	INFORMATION TECHNOLOGY
		27.95	BALLS FOR ELGIN WATER LEVEL		509966	1X1MV1R9DVYP	5505.6215		EQUIPMENT-PARTS	STORM DRAIN MNTC/RPR/SUMPS
		109.13	PD FRIG WATER & PURE FILTERS		509965	1XDTVCT747Q7	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		11.70	REPLACEMENT CALCULATOR		510152	1Y1MMC4JTFTT	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		1,857.30								
37023	**3/13/2026**		**154253 APPLE FORD APPLE VALLEY**							
		432.50	POLICE VEHICLE LEASE-MAR		510053	20260301	1215.6310		RENTAL EXPENSE	POLICE DETECTIVE UNIT
		194.70	PARTS - CCV FILTER #326		509980	746455	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE

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37023	**3/13/2026**		**154253 APPLE FORD APPLE VALLEY**						**Continued...**	
		117.70	PARTS - FUEL LINE #326		509981	746588	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		584.10	PARTS - CCV FILTER F550		510058	746679	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		98.29	PARTS - MOULDING #904		510129	746886	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		106.48	PARTS - FILTERS #340		510128	747212	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		1,533.77								
37024	**3/13/2026**		**101559 BARR ENGINEERING COMPANY**							
		49,402.21	AV ADDITIONS GRANT DESIGN		510076	23191551017	5505.6235	2026107D	CONSULTANT SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		49,402.21								
37025	**3/13/2026**		**100058 BELLBOY CORPORATION**							
		117.00	LIQ#1	00004928	510158	110855900	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		26.40	TAX#1	00004928	510159	110855900	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		48.00	TAX#3	00004928	510171	110865200	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		49.40	TAX#2	00004928	510166	110865300	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		514.42	LIQ#1	00004928	510160	210536000	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		6.32	FREIGHT#1	00004928	510161	210536000	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		256.67	LIQ#3	00004928	510172	210560400	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		318.00	WINE#3	00004928	510173	210560400	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		5.98	FREIGHT#3	00004928	510174	210560400	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		232.00	LIQ#2	00004928	510167	210560600	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		4.34	FREIGHT#2	00004928	510168	210560600	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,848.65	LIQ#3	00004928	510175	210608100	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		18.00	FREIGHT#3	00004928	510176	210608100	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		18.00-	CMTHC#1	00004928	510155	300656900	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		378.00	THC#1	00004928	510156	300724100	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		14.00	FREIGHT#1	00004928	510157	300724100	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		510.00	THC#2	00004928	510169	300734000	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		14.00	FREIGHT#2	00004928	510170	300734000	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		450.00	THC#1	00004928	510162	300750400	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		12.00	FREIGHT#1	00004928	510163	300750400	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,180.00	THC#1	00004928	510164	300765000	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		26.00	FREIGHT#1	00004928	510165	300765000	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		6,011.18								
37026	**3/13/2026**		**142897 BOLTON & MENK, INC.**							
		9,733.50	RECORD DRAWINGS		510080	387496	2027.6235	2025101R	CONSULTANT SERVICES	ROAD ESCROW
		14,943.00	FINAL DESIGN		510081	387497	2027.6235	2026101G	CONSULTANT SERVICES	ROAD ESCROW
		4,483.50	FINAL DESIGN		510084	387500	2027.6235	2026105R	CONSULTANT SERVICES	ROAD ESCROW
		17,979.50	FINAL DESIGN 1/3-1/30/26		510085	387501	2027.6235	2026106R	CONSULTANT SERVICES	ROAD ESCROW

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37026	**3/13/2026**		**142897 BOLTON & MENK, INC.**						**Continued...**	
		6,156.00	FINAL DESIGN 1/3-1/30/26		510086	387503	2027.6235	2026109R	CONSULTANT SERVICES	ROAD ESCROW
		2,610.00	ROW INSPECTIONS 1/3-1/30/26		510087	387504	1510.6235	2025149G	CONSULTANT SERVICES	PW ENGINEERING & TECHNICAL
		2,571.50	FINAL DESIGN 1/3-1/30/26		510088	387505	4502.6235	2026112S	CONSULTANT SERVICES	IMPROVEMENTS-ASSESSED
		58,477.00								
37027	**3/13/2026**		**121092 BOURGET IMPORTS**							
		264.00	BEER#3	00045600	510182	225085	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		6.00	FREIGHT#3	00045600	510183	225085	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		136.00	LIQ#3	00045600	510179	225086	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		768.00	WINE#3	00045600	510180	225086	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		14.00	FREIGHT#3	00045600	510181	225086	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		356.00	WINE#1	00045600	510177	225248	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		6.00	FREIGHT#1	00045600	510178	225248	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,550.00								
37028	**3/13/2026**		**100152 BREAKTHRU BEVERAGE MIN WINE**							
		135.00	LIQ#1 USED CR TWICE	00001930	510335	12379053	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		1.15	FREIGHT#1	00001930	510336	12379053	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		20.30	LIQ#2	00001930	510345	125286454	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1,481.18	LIQ#3	00001930	510362	125693471	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		8.43	FREIGHT#3	00001930	510363	125693471	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		120.00	WINE#3	00001930	510197	125693472	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		1.15	FREIGHT#3	00001930	510198	125693472	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		48.00	TAX#3	00001930	510360	125693473	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		2.30	FREIGHT#3	00001930	510361	125693473	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		360.00	WINE#2	00001930	510192	125693475	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		8.00-	CMWINE#2	00001930	510193	125693475	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3.45	FREIGHT#2	00001930	510194	125693475	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		53.55	TAX#2	00001930	510346	125693476	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		1.15	FREIGHT#2	00001930	510347	125693476	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		378.35	LIQ#2	00001930	510348	125693477	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		2.78	FREIGHT#2	00001930	510349	125693477	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,080.00	WINE#1	00001930	510186	125693478	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		11.50	FREIGHT#1	00001930	510187	125693478	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		3,225.79	LIQ#1	00001930	510337	125693479	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		56.25	FREIGHT#1	00001930	510338	125693479	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		232.00	WINE#3	00001930	510199	125795862	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		3.45	FREIGHT#3	00001930	510200	125795862	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		539.90	LIQ#3	00001930	510364	125795863	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		4.60	FREIGHT#3	00001930	510365	125795863	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES

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37028	**3/13/2026**		**100152 BREAKTHRU BEVERAGE MIN WINE**						**Continued...**	
		90.00	TAX#3	00001930	510366	125795864	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		2.30	FREIGHT#3	00001930	510367	125795864	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,000.97	LIQ#2	00001930	510352	125795867	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		12.65	FREIGHT#2	00001930	510353	125795867	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		24.00	TAX#2	00001930	510350	125795868	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		1.15	FREIGHT#2	00001930	510351	125795868	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		2,639.80	LIQ#1	00001930	510341	125795869	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		40.25	FREIGHT#1	00001930	510342	125795869	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		368.00	WINE#1	00001930	510188	125795870	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		3.45	FREIGHT#1	00001930	510189	125795870	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		24.00	TAX#1	00001930	510339	125795871	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1.15	FREIGHT#1	00001930	510340	125795871	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,960.00	WINE#3	00001930	510203	125903877	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		96.00-	CMWINE#3	00001930	510204	125903877	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		24.15	FREIGHT#3	00001930	510205	125903877	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1.15-	CMFREIGHT#3	00001930	510206	125903877	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		4,014.20	LIQ#3	00001930	510368	125903878	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		51.75	FREIGHT#3	00001930	510369	125903878	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		396.20	LIQ#2	00001930	510354	125903881	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		4.60	FREIGHT#2	00001930	510355	125903881	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,261.11	LIQ#1	00001930	510343	125903882	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		10.35	FREIGHT#1	00001930	510344	125903882	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,120.00	WINE#1	00001930	510190	125903883	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		12.65	FREIGHT#1	00001930	510191	125903883	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		96.00-	CMWINE#1	00001930	510184	414474695	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1.15-	CMFREIGHT#1	00001930	510185	414474695	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		84.00-	CMLIQ#3	00001930	510356	414477397	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1.15-	CMFREIGHT#3	00001930	510357	414477397	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		153.00-	CMLIQ#3	00001930	510358	414477398	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1.15-	CMFREIGHT#3	00001930	510359	414477398	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		112.00-	CMWINE#2	00001930	510195	414502041	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		1.15-	CMFREIGHT#2	00001930	510196	414502041	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		56.00-	CMWINE#3	00001930	510201	414538670	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		1.15-	CMFREIGHT#3	00001930	510202	414538670	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		20,221.11								
37029	**3/13/2026**		**145153 CAL-TEX ELECTRIC INC**							
		1.00	REFUND SURCHARGE-6511 137TH ST		509985	20260225	1001.4072		STATE SURTAX COLLECTED	GENERAL FUND REVENUE
		36.35	REFUND ELEC PERMIT -6511 137TH		509985	20260225	1001.4924		ELECTRICAL PERMIT	GENERAL FUND REVENUE
		37.35								

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37029	**3/13/2026**		**145153 CAL-TEX ELECTRIC INC**						**Continued...**	
37030	**3/13/2026**		**148990 CASPERSON, JULIE**							
		160.00	XA BEAT INSTRUCTOR		509921	1002	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		160.00								
37031	**3/13/2026**		**141474 COLE PAPERS INC.**							
		39.89	MULTIFOLD PAPER TOWELS		510326	10693136	1253.6229		GENERAL SUPPLIES	POLICE OPERATIONS GARAGE
		39.89								
37032	**3/13/2026**		**110406 CORNERSTONE COPY BURNSVILLE**							
		210.10	2026 STREET MAPS		509990	5831	1510.6239		PRINTING	PW ENGINEERING & TECHNICAL
		210.10								
37033	**3/13/2026**		**119052 CUSTOM HOSE TECH INC**							
		91.89	PARTS - HYD FITTINGS		510125	129715	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		91.89								
37034	**3/13/2026**		**117768 DRAIN PRO PLUMBING**							
		265.00	REPAIR - MC WATERLINE & VALVE		510143	81089	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		310.00	REPAIR - MC PD WOMEN'S TOILET		510144	81112	1060.6266		REPAIRS-BUILDING	MUNICIPAL BLDG & GROUNDS MNTC
		575.00								
37035	**3/13/2026**		**144557 EXECUTIVE OUTDOOR SERVICES LLC**							
		4,984.00	SNOW PLOW/SALT - EDU BLDG		510066	3226	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		4,984.00								
37036	**3/13/2026**		**100157 FACTORY MOTOR PARTS CO**							
		36.96	PARTS - HYD FITTINGS		509995	111480327	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		6.32	BRAKE CLEANER		509994	75544631	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		6.32	BRAKE CLEANER		509994	75544631	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE
		6.32	BRAKE CLEANER		509994	75544631	1350.6229		GENERAL SUPPLIES	FIRE VEHICLE MAINTENANCE
		6.32	BRAKE CLEANER		509994	75544631	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		6.32	BRAKE CLEANER		509994	75544631	5390.6229		GENERAL SUPPLIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		6.32	BRAKE CLEANER		509994	75544631	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC
		74.88								
37037	**3/13/2026**		**134308 FAIRCHILD EQUIPMENT**							
		252.23	PARTS UNIT 217		510106	PSO0509291	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		252.23								

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37038	3/13/2026		120313 FASTENAL COMPANY						Continued...	
		770.38	HZP3 UPGRADE PROJECT		510078	MNLAK215811	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		108.70	PLOW BOLTS		510146	MNLAK215874	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		879.08								
37039	3/13/2026		100548 FORKLIFTS OF MINNESOTA, INC							
		298.60	AVSA LIFT REPAIR		510330	SVI26180	5215.6265		REPAIRS-EQUIPMENT	ARENA 1 EQUIPMENT MAINTENANCE
		298.60								
37040	3/13/2026		100217 GRAINGER, INC.							
		16.94	HZP3 UPGRADE PROJECT		509996	9815898904	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		21.60	HZP3 UPGRADE PROJECT		509996	9815898904	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		86.25	BOOSTER PUMP PACKING		509997	9817445381	5320.6215		EQUIPMENT-PARTS	WATER WELL/BOOSTER STN MNT/RPR
		124.79								
37041	3/13/2026		100233 HOTSY MINNESOTA							
		584.25	WASH BAY SOAP - CMF		510060	28350	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		381.29	REPAIR-WASH BAY PRESSURE WASHE		510327	CI70010A	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		965.54								
37042	3/13/2026		145256 INDUSTRIAL PNEUMATIC SYSTEMS							
		298.35	SHOP AIR COMPRESSOR PARTS		510324	25104	1540.6266		REPAIRS-BUILDING	CMF BUILDINGS & GROUNDS MNTC
		298.35								
37043	3/13/2026		101796 INTERSTATE BATTERY SYSTEM OF M							
		281.19	BATTERIES - ROTARY HOIST		510323	1902702012051	1530.6216		VEHICLES-TIRES/BATTERIES	FLEET & BUILDINGS-CMF
		148.77	BATTERIES		510055	220079803	1765.6216		VEHICLES-TIRES/BATTERIES	PARK EQUIPMENT MAINTENANCE
		416.27	BATTERIES		510055	220079803	1630.6216		VEHICLES-TIRES/BATTERIES	STREET EQUIPMENT MAINTENANCE
		846.23								
37044	3/13/2026		111243 JERRY'S TRANSMISSION SERVICE INC							
		3,742.78	DEF PARTS FOR 4984		510067	47134	1350.6215		EQUIPMENT-PARTS	FIRE VEHICLE MAINTENANCE
		3,742.78								
37045	3/13/2026		152648 JOHNSON CONTROLS FIRE PROTECT							
		1,998.49	FIRE ALARM REPAIRS - CMF		510064	53830243	1530.6266		REPAIRS-BUILDING	FLEET & BUILDINGS-CMF
		1,998.49								
37046	3/13/2026		100287 LITTLE FALLS MACHINE INC							
		158.59	WING STOP BUMPER FOR TRUCKS		510003	376150	1610.6215		EQUIPMENT-PARTS	STREET/BOULEVARD REPAIR & MNTC
		158.59								

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37046	**3/13/2026**		**100287 LITTLE FALLS MACHINE INC**						**Continued...**	
37047	**3/13/2026**		**156007 MACQUEEN**							
		252.15	ELGIN SWEEPER LIGHT		510004	P70394	5505.6215		EQUIPMENT-PARTS	STORM DRAIN MNTC/RPR/SUMPS
		252.15								
37048	**3/13/2026**		**151844 MAVERICK BEVERAGE CO MN LLC**							
		456.00	WINE#2	00052289	510223	1711725	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		6.00	FREIGHT#2	00052289	510224	1711725	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		104.04	WINE#2	00052289	510225	1714286	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		156.00	TAX#2	00052289	510226	1714286	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		3.00	FREIGHT#2	00052289	510227	1714286	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		725.04								
37049	**3/13/2026**		**156194 METRO ALARM & LOCK**							
		259.50	ALARM MONITORING		510022	59713	5025.6249		OTHER CONTRACTUAL SERVICES	LIQUOR #1 OPERATIONS
		243.28	METRO ALARM QUARTERLY		510134	59714	5065.6249		OTHER CONTRACTUAL SERVICES	LIQUOR #2 OPERATIONS
		502.78								
37050	**3/13/2026**		**100311 METRO COUNCIL ENVIRONMENTAL SV**							
		343,171.09	WASTEWATER SVC-APRIL26		510092	1202573	5380.6317		METRO WASTE CONTROL PAYMENT	SEWER LIFT STN REPAIR & MNTC
		343,171.09								
37051	**3/13/2026**		**100348 MTI DISTRIBUTING CO**							
		74.33	BEDKNIFE TOURNCUT		510090	150888700	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE
		91.22	BALL JOINT RECEIVER		510097	150941800	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE
		165.55								
37052	**3/13/2026**		**109947 NEW FRANCE WINE CO**							
		598.00	WINE#3	00041046	510228	265559	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		10.00	FREIGHT#3	00041046	510229	265559	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		608.00								
37053	**3/13/2026**		**146279 NORDIC MECHANICAL SERVICES, I**							
		350.00	BOILER INSP. - EDU BLDG		510098	82229	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		350.00								
37054	**3/13/2026**		**100372 PAUSTIS WINE COMPANY**							
		343.00	WINE#1	00001291	510230	289149	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		7.50	FREIGHT#1	00001291	510231	289149	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		350.50								

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37054	**3/13/2026**		**100372 PAUSTIS WINE COMPANY**						**Continued...**	
37055	**3/13/2026**		**157610 PETERSON COUNSELING AND CONSULTING LLC**							
		1,215.00	MENTAL HEALTH SERVICES FEB		510072	20260228	7205.6235		CONSULTANT SERVICES	INSURANCE CLAIMS
		1,215.00								
37056	**3/13/2026**		**154497 PETERSON, KRAIG**							
		49.30	LOCAL TRAVEL		510050	20260227	5005.6277		MILEAGE/AUTO ALLOWANCE	LIQUOR GENERAL OPERATIONS
		49.30								
37057	**3/13/2026**		**100262 PING**							
		196.00	SO JACK SKOOG GOLF BAG		510096	2026100116378	2260.6411		GOLF-BAGS & UMBRELLAS	GOLF PRO SHOP MERCH SALES
		196.00								
37058	**3/13/2026**		**100385 PLUNKETT'S PEST CONTROL INC**							
		80.25	AVCC PEST CONTROL PROGRAM		510115	10385458	1900.6249		OTHER CONTRACTUAL SERVICES	AV COMMUNITY CENTER
		80.25	HAYES PEST CONTROL		510032	10385486	5260.6249		OTHER CONTRACTUAL SERVICES	ARENA 2 MANAGEMENT-HAYES
		80.25	PEST CONTROL SERVICE		509923	10390305	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		240.75								
37059	**3/13/2026**		**141723 PRECISE MRM LLC**							
		630.00	PRECISE DATA PLAN (30) JAN 26		510059	IN2002011419	1665.6308		SOFTWARE SUBSCRIPTIONS	STREET SNOW & ICE MATERIALS
		630.00								
37060	**3/13/2026**		**100395 R & R SPECIALTIES OF WISCONSIN**							
		47.00	AVSA OLY BLADE SHARPENING		510116	92528IN	5215.6229		GENERAL SUPPLIES	ARENA 1 EQUIPMENT MAINTENANCE
		47.00								
37061	**3/13/2026**		**144815 RIHM KENWORTH**							
		320.82	PARTS - AIR VALVE #307		510034	2223651A	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		320.82								
37062	**3/13/2026**		**100404 RIPLEY, GAIL M**							
		64.55	MEALS AT LOGIS FOR SPRYPOINT		510101	20260306	5305.6275		SCHOOLS/CONFERENCES/EXP LOCAL	WATER MGMT/REPORT/DATA ENTRY
		109.62	TRAVEL TO LOGIS FOR SPRYPOINT		510101	20260306	5305.6277		MILEAGE/AUTO ALLOWANCE	WATER MGMT/REPORT/DATA ENTRY
		174.17								
37063	**3/13/2026**		**100437 SHERWIN WILLIAMS CO**							
		308.48	WELL HOUSE PAINTING SUPPLIES		510039	43008129900226	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		217.59	WELL HOUSE PAINTING SUPPLIES		510040	43339129900226	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		75.70	PAINT FOR SHOP		510037	46191129900226	2230.6229		GENERAL SUPPLIES	GOLF SHOP BUILDING MAINTENANCE

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37063	**3/13/2026**		**100437 SHERWIN WILLIAMS CO**						**Continued...**	
		119.82	3 GALLONS PAINT		510038	49169139430226	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		721.59								
37064	**3/13/2026**		**144495 SMALL LOT MN**							
		207.96	WINE#1	00051469	510233	116097	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		48.00	TAX#1	00051469	510234	116097	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		6.00	FREIGHT#1	00051469	510235	116097	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		102.00	LIQ#3	00051469	510237	116314	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		204.00	WINE#3	00051469	510238	116314	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		6.00	FREIGHT#3	00051469	510239	116314	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		381.06	WINE#3	00051469	510241	117714	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		6.00	FREIGHT#3	00051469	510242	117714	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		177.00	WINE#3	00051469	510240	117725	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		342.00	WINE#2	00051469	510236	117744	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1,480.02								
37065	**3/13/2026**		**100524 SOUTHERN GLAZERS WINE AND SPIRITS OF MN**							
		80.00	WINE#1	00050756	510232	5136063	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		80.00								
37066	**3/13/2026**		**142614 STELLAR INDUSTRIAL SUPPLY INC**							
		62.02	HIVIZ COAT - R ZELLMER		510041	4989229	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		156.80	HIVIZ COAT - J CHRISTIANSON		510041	4989229	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		218.82								
37067	**3/13/2026**		**157773 SUMMER LAKES BEVERAGE**							
		99.00	TAX#1	00052882	510243	11777	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		99.00								
37068	**3/13/2026**		**111055 THE RETROFIT COMPANIES INC**							
		483.40	LIGHT BULBS - SALES AND BACK R		510054	132431IN	5025.6269		REPAIRS-OTHER	LIQUOR #1 OPERATIONS
		483.40								
37069	**3/13/2026**		**147460 TRADITION WINE & SPIRITS**							
		880.00	WINE#3	00051881	510244	45938	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		18.00	FREIGHT#3	00051881	510245	45938	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		898.00								
37070	**3/13/2026**		**100496 VAN PAPER CO**							
		238.55	BAGS#2	00008795	510246	136023	5065.6229		GENERAL SUPPLIES	LIQUOR #2 OPERATIONS

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37070	**3/13/2026**		**100496 VAN PAPER CO**						**Continued...**	
		2.39-	DISCT#2	00008795	510247	136023	5065.6333		GENERAL-CASH DISCOUNTS	LIQUOR #2 OPERATIONS
		236.16								
37071	**3/13/2026**		**122010 VINOCOPIA**							
		166.75	LIQ#1	00046257	510248	390282	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		328.00	WINE#1	00046257	510249	390282	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		48.00	TAX#1	00046257	510250	390282	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		12.00	FREIGHT#1	00046257	510251	390282	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		48.00	LIQ#3	00046257	510255	390975	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		352.00	WINE#3	00046257	510256	390975	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		10.00	FREIGHT#3	00046257	510257	390975	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		153.25	LIQ#2	00046257	510252	390977	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		232.00	WINE#2	00046257	510253	390977	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		7.50	FREIGHT#2	00046257	510254	390977	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,357.50								
37072	**3/13/2026**		**126509 WATER CONSERVATION SERVICE**							
		437.36	WM BREAK LEAK DETECTION		510083	150668	5330.6249		OTHER CONTRACTUAL SERVICES	WTR MAIN/HYDRANT/CURB STOP MNT
		437.36								
37073	**3/13/2026**		**100520 WINE COMPANY, THE**							
		510.00	WINE#2	00015926	510262	434140	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		14.10	FREIGHT#2	00015926	510263	434140	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		36.00-	CMWINE#2	00015926	510264	434336	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		1.05-	CMFREIGHT#2	00015926	510265	434336	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		412.00	WINE#1	00015926	510260	434734	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		12.00	FREIGHT#1	00015926	510261	434734	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		372.00	WINE#2	00015926	510266	435305	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		15.15	FREIGHT#2	00015926	510267	435305	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		66.00	LIQ#3	00015926	510268	435307	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		186.00	WINE#3	00015926	510269	435307	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		14.10	FREIGHT#3	00015926	510270	435307	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,564.30								
37074	**3/13/2026**		**101003 WINZER FRANCHISE COMPANY**							
		7.73	MISC. NUTS, BOLTS & WASHERS		510045	3729709	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		7.73	MISC. NUTS, BOLTS & WASHERS		510045	3729709	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE
		7.73	MISC. NUTS, BOLTS & WASHERS		510045	3729709	1350.6229		GENERAL SUPPLIES	FIRE VEHICLE MAINTENANCE
		7.73	MISC. NUTS, BOLTS & WASHERS		510045	3729709	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		7.73	MISC. NUTS, BOLTS & WASHERS		510045	3729709	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC

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37074	**3/13/2026**		**101003 WINZER FRANCHISE COMPANY**						**Continued...**	
		7.74	MISC. NUTS, BOLTS & WASHERS		510045	3729709	5390.6229		GENERAL SUPPLIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		46.39								
37075	**3/13/2026**		**100529 ZINCK, JAMES R**							
		37.70	ZINCK - FEBRUARY MILEAGE		510117	20260227	2205.6277		MILEAGE/AUTO ALLOWANCE	GOLF MANAGEMENT
		37.70								
328458	**3/6/2026**		**152830 DVS RENEWAL**							
		40.50	UTIL TAB RENEWAL (2)		509975	20260102A	5345.6215		EQUIPMENT-PARTS	WATER EQUIP/VEHICLE/MISC MNTC
		40.50	UTIL TAB RENEWAL (2)		509975	20260102A	5390.6215		EQUIPMENT-PARTS	SWR EQUIP/VEHICLE MISC MNTC/RP
		81.00								
328459	**3/11/2026**		**152566 APPLE CHRYSLER DODGE**							
		58.01	PARTS - HOSE #906		510124	191812	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		269.25	PARTS - RADIATOR #905		510130	191824	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		327.26								
328460	**3/11/2026**		**118892 ASPEN MILLS**							
		142.31	KARNICK PANTS		509982	371309	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		142.31								
328461	**3/11/2026**		**158552 ASPIRE ADULT VOLLEYBALL LLC**							
		1,530.00	VB CLINIC INSTRUC 12/25/25-2/2		510070	13	1860.6249		OTHER CONTRACTUAL SERVICES	REC VOLLEYBALL
		1,530.00								
328462	**3/11/2026**		**109954 BERRY COFFEE COMPANY**							
		117.06	BREWER RENTAL		509983	1103769	1250.6229		GENERAL SUPPLIES	POLICE FACILITY
		117.06								
328463	**3/11/2026**		**165510 BUNKE, ETHAN**							
		118.92	4 PR PANTS - E BUNKE		509984	20260203	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		118.92								
328464	**3/11/2026**		**100878 CHARTER COMMUNICATIONS**							
		48.38	CMF CABLE TV FEB		510332	175321001FEB26	1540.6237		TELEPHONE/PAGERS	CMF BUILDINGS & GROUNDS MNTC
		48.38								
328465	**3/11/2026**		**100282 CINTAS CORPORATION**							
		70.65	CH MAT SERVICE FEB		510333	4258540790	1060.6240		CLEANING SERVICE/GARBAGE REMOV	MUNICIPAL BLDG & GROUNDS MNTC
		.82-	AVSA SALES TAX ADJ-MATS		510113	4260492347	5210.6240		CLEANING SERVICE/GARBAGE REMOV	ARENA 1 BUILDING MAINTENANCE

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328465	3/11/2026		100282 CINTAS CORPORATION						Continued...	
		.82	AVSA SALES TAX ADJ-MATS		510113	4260492347	5200.2330		DUE TO OTHER GOVERNMENT	ARENA FUND BALANCE SHEET
		10.90	AVSA ENTRANCE MATS		510113	4260492347	5210.6240		CLEANING SERVICE/GARBAGE REMOV	ARENA 1 BUILDING MAINTENANCE
		244.99	CINTAS LINENS		509987	4260577200	2270.6240		CLEANING SERVICE/GARBAGE	GOLF FOOD & BEVERAGE
		54.48	RUG SERVICE - CMF		509988	4260641244	1530.6240		CLEANING SERVICE/GARBAGE REMOV	FLEET & BUILDINGS-CMF
		7.88	ENTRY RUG REPLACEMENT		509926	4260641366	1920.6240		CLEANING SERVICE/GARBAGE REMOV	SENIOR CENTER
		100.50	AVCC RUG SERVICE		510104	4260641368	1900.6240		CLEANING SERVICE/GARBAGE REMOV	AV COMMUNITY CENTER
		13.51	PARKS COVERALLS		509986	4260982524	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		14.37	SHOP COVERALLS		509986	4260982524	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		44.48	STREETS COVERALLS		509986	4260982524	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		1.75-	LIQ2 USE TAX		510322	4260982555	5065.6240		CLEANING SERVICE/GARBAGE REMOV	LIQUOR #2 OPERATIONS
		1.75	LIQ2 USE TAX		510322	4260982555	5000.2330		DUE TO OTHER GOVERNMENT	LIQUOR BALANCE SHEET
		25.59	FLOOR MATS MOPS		510322	4260982555	5065.6240		CLEANING SERVICE/GARBAGE REMOV	LIQUOR #2 OPERATIONS
		89.12	MC RUG SERVICE		510329	4261563437	1060.6240		CLEANING SERVICE/GARBAGE REMOV	MUNICIPAL BLDG & GROUNDS MNTC
		69.08	CARPET RUNNERS		510142	4261563573	1060.6240		CLEANING SERVICE/GARBAGE REMOV	MUNICIPAL BLDG & GROUNDS MNTC
		13.51	PARKS COVERALLS		510132	4261710231	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		14.37	STREETS COVERALLS		510132	4261710231	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		44.48	STREETS COVERALLS		510132	4261710231	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		817.91								
328466	3/11/2026		131818 CINTAS CORPORATION							
		244.99	CINTAS LINENS		510094	4261318433	2215.6240		CLEANING SERVICE/GARBAGE REMOV	GOLF CLUBHOUSE BUILDING
		244.99								
328467	3/11/2026		100096 CITY WIDE WINDOW SERVICES							
		27.03	WINDOW CLEANING		510133	757491	5025.6240		CLEANING SERVICE/GARBAGE REMOV	LIQUOR #1 OPERATIONS
		27.03								
328468	3/11/2026		100510 CORE & MAIN							
		15.25	GASKET FOR HIGH SERVICE PUMP		509989	V000025576	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		8,208.12	WATEROUS HYDRANT PARTS		510075	V000025649	5330.6215		EQUIPMENT-PARTS	WTR MAIN/HYDRANT/CURB STOP MNT
		8,223.37								
328469	3/11/2026		122019 CROWN RENTAL - BURNSVILLE							
		266.95	CHAINSAW SUPPLIES		510114	4395015	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		266.95								
328470	3/11/2026		143882 CULLIGAN							
		206.50	WATER SOFTENER LEASE		510046	157X03321101	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		113.40	AVCC WATER SOFTEN LEASE MAR 26		510105	157X03359804	1900.6249		OTHER CONTRACTUAL SERVICES	AV COMMUNITY CENTER
		319.90								

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328470	**3/11/2026**		**143882 CULLIGAN**						**Continued...**	
328471	**3/11/2026**		**100123 DAKOTA COUNTY FINANCIAL SERVIC**							
		4,275.00	2ND Q 2025 SIGNAL MAINT.		510103	5504076	1680.6249		OTHER CONTRACTUAL SERVICES	TRAFFIC SIGNS/SIGNALS/MARKERS
		4,275.00								
328472	**3/11/2026**		**101084 DAKOTA COUNTY FIRE CHIEFS ASSN**							
		100.00	FIRE DEPT ANNUAL DUES		510153	20260305	1300.6280		DUES & SUBSCRIPTIONS	FIRE MANAGEMENT
		50.00	KITCHEN FIRE TRAILER		510334	20260310	1320.6229		GENERAL SUPPLIES	FIRE PREVENTION
		150.00								
328473	**3/11/2026**		**100168 FERRELLGAS**							
		12.00	FORKLIFT LP TANK RENTAL		510131	11303272	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		12.00								
328474	**3/11/2026**		**143578 FLEETPRIDE**							
		15.96	PARTS - GASKET #319		510139	132079535	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		15.96								
328475	**3/11/2026**		**157932 GEMM INTERNATIONAL INC**							
		216.00	WINE#3	00052894	510207	801	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2.00	FREIGHT#3	00052894	510208	801	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		218.00								
328476	**3/11/2026**		**100827 GRAPE BEGINNINGS INC**							
		426.99	LIQ#3	00032379	510214	179681	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		755.10	WINE#3	00032379	510215	179681	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		13.50	FREIGHT#3	00032379	510216	179681	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		168.00	LIQ#2	00032379	510209	179682	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		200.00	WINE#2	00032379	510210	179682	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		4.50	FREIGHT#2	00032379	510211	179682	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,170.00	WINE#3	00032379	510217	180094	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		9.00	FREIGHT#3	00032379	510218	180094	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		292.50	LIQ#2	00032379	510212	180222	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		2.25	FREIGHT#2	00032379	510213	180222	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		3,041.84								
328477	**3/11/2026**		**100222 HACH COMPANY**							
		28.23	WTP LAB SUPPLIES		509999	14873489	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		284.45	WTP LAB SUPPLIES		509998	14877711	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		312.68								

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328477	**3/11/2026**		**100222 HACH COMPANY**						**Continued...**	
328478	**3/11/2026**		**100891 HANCO CORPORATION**							
		285.09	TIRES FOR MOWERS		510325	32807700	1610.6216		VEHICLES-TIRES/BATTERIES	STREET/BOULEVARD REPAIR & MNTC
		285.09								
328479	**3/11/2026**		**101169 HAWKINS, INC.**							
		7,026.00	WATER TREATMENT CHEMICALS		510079	7345139	5325.6214		CHEMICALS	WATER TREATMENT FCLTY MNTC/RPR
		7,026.00								
328480	**3/11/2026**		**103314 INNOVATIVE OFFICE SOLUTIONS**							
		112.20	GARGAGE LINERS, URINAL SCREENS		509922	IN5063528	1920.6229		GENERAL SUPPLIES	SENIOR CENTER
		18.54	RUBBER BANDS LABEL CARTRIDGE		510000	IN5064477	1500.6210		OFFICE SUPPLIES	PW MANAGEMENT
		31.20	CARD STOCK PAPER		510000	IN5064477	1520.6210		OFFICE SUPPLIES	NATURAL RESOURCES
		72.00	KLEENEX		510000	IN5064477	1540.6210		OFFICE SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		2.17	RUBBER BANDS		510001	IN5066914	1500.6210		OFFICE SUPPLIES	PW MANAGEMENT
		44.28	TOILET CLEANER		510047	IN5067547	1920.6229		GENERAL SUPPLIES	SENIOR CENTER
		280.39								
328481	**3/11/2026**		**154706 KL LOMPLAN WINES INC**							
		820.08	WINE#3	00052648	510221	345623615	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		10.50	FREIGHT#3	00052648	510222	345623615	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		830.58								
328482	**3/11/2026**		**100532 LANO EQUIPMENT INC**							
		2,255.40	FORESTRY MOWER TEETH		510069	11218916	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		2,255.40								
328483	**3/11/2026**		**159024 LEE, TROY**							
		132.58	4 PR PANTS - T LEE		510002	20260216	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		132.58								
328484	**3/11/2026**		**147557 LIBATION PROJECT**							
		1,451.06	WINE#3	00051923	510219	110777	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		22.00	FREIGHT#3	00051923	510220	110777	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,473.06								
328485	**3/11/2026**		**101616 LMC INSURANCE TRUST**							
		144,784.00	W-COMP 1ST QTR 26/27		510052	20260304	7205.6142		WORKERS COMPENSATION	INSURANCE CLAIMS
		144,784.00								

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328486	**3/11/2026**		**145429 LUBE-TECH RELIABLE ASCENTEK INC**						**Continued...**	
		2,474.28	SQUAD MOTOR OIL		510056	4077570	1210.6212		MOTOR FUELS/OILS	POLICE FIELD OPERATIONS/PATROL
		92.15	DEF FLUID		510057	4077771	1350.6212		MOTOR FUELS/OILS	FIRE VEHICLE MAINTENANCE
		92.15	DEF FLUID		510057	4077771	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE
		92.15	DEF FLUID		510057	4077771	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		92.15	DEF FLUID		510057	4077771	5390.6212		MOTOR FUELS/OILS	SWR EQUIP/VEHICLE MISC MNTC/RP
		92.19	DEF FLUID		510057	4077771	5345.6212		MOTOR FUELS/OILS	WATER EQUIP/VEHICLE/MISC MNTC
		2,935.07								
328487	**3/11/2026**		**137396 MEDICINE LAKE TOURS**							
		4,272.00	WOMEN OF GANGSTERLAND TOUR		510071	20260228	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		4,272.00								
328488	**3/11/2026**		**100309 MENARDS**							
		58.87	WELL HOUSE PAINTING SUPPLIES		510008	6796	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		487.45	WELL HOUSE PAINTING SUPPLIES		510077	7332	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		18.29	PAINT FOR SOCCER ANCHORS		510009	7364	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		239.11	WELL HOUSE PAINTING SUPPLIES		509971	7373	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		4.58	ELECTRICAL STEEL COVER PLATE		510005	7379	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		36.38	PLUMBING SUPPLIES		510110	7380	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		50.86	OIL STATION LUMBER		509925	7385	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		21.95	REPL CLOCK IN SHOP		509970	7438	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		52.63	WELL HOUSE PAINTING SUPPLIES		509973	7461	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		15.26	STRIPER REPAIR PARTS		510011	7463	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		16.12	OIL STATION SUPPLIES		510010	7478A	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		85.97	HZP3 UPGRADE PROJECT		509972	7490	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		103.56	BENCH REPAIR BOLTS		510012	7617	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		15.93	PAINT ROLLERS, CHAULK		510006	7621	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		6.48	PAINT STATION SUPPLIES		510013	7668	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		87.37	WTP TOOLS		509974	7683	5325.6211		SMALL TOOLS & EQUIPMENT	WATER TREATMENT FCLTY MNTC/RPR
		12.99	PAINT STATION LIGHT		510017	7727	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		50.38	BENCH REPAIR BOLTS		510015	7734	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		12.99	PAINT STATION LIGHT		510016	7735	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		27.96	SV SIGN HOLDERS MATERIALS		510014	7753	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		30.84	TELEVISING VAN WASHER FLUID		510020	7796	5375.6229		GENERAL SUPPLIES	SEWER MAINTENANCE AND REPAIR
		17.37	BENCH REPAIR MATERIAL		510019	7798	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		62.88	SOFTNER SALT - PD OPS		510007	7799	1253.6229		GENERAL SUPPLIES	POLICE OPERATIONS GARAGE
		465.07	SHOP SUPPLIES,SHOP TOOLS CMF		510062	7800	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		17.58	SANDPRO PAINT		510018	7808	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		30.95	NEW HIRE SUPPLIES		510102	7826	1520.6210		OFFICE SUPPLIES	NATURAL RESOURCES
		2.86-	GOLF SALES TAX ADJUST		510093	7871	2240.6229		GENERAL SUPPLIES	GOLF EQUIPMENT MAINTENANCE

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328488	**3/11/2026**		**100309 MENARDS**						**Continued...**	
		2.86	GOLF SALES TAX ADJUST		510093	7871	2200.2330		DUE TO OTHER GOVERNMENT	VALLEYWOOD GOLF
		38.01	EQUIPMENT SUPPLIES		510093	7871	2240.6229		GENERAL SUPPLIES	GOLF EQUIPMENT MAINTENANCE
		12.15	SHOP SUPPLIES		510108	7877	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		15.55	DEGREASER AND SCREWS		510140	7998	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		21.54	PLOW TRUCK BRINE PARTS		510141	8040	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		27.99	SHOP SUPPLIES		510109	8047	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		13.35	SHOP SUPPLIES		510111	8093	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		20.84	EQUIPMENT PAINT		510112	8097A	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		2,179.25								
328489	**3/11/2026**		**128699 MES SERVICE COMPANY LLC**							
		105.55	TECH RESCUE GEAR		510021	IN2447185	1330.6211		SMALL TOOLS & EQUIPMENT	FIRE OPERATIONS
		107.38	DUTY CREW PANTS (2)		510154	IN2455434	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		212.93								
328490	**3/11/2026**		**138777 MIDWEST MACHINERY CO**							
		146.03	PARTS - FILTERS #324		510127	10789563	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		90.97	LINE FOR TRIMMERS		510328	10797542	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		237.00								
328491	**3/11/2026**		**161048 MSP METALS INC**							
		76.50	AERATOR REPAIR METAL		510023	113192	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		19.80	SANDPRO METAL		510024	113332	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		96.30								
328492	**3/11/2026**		**100995 NAPA AUTO PARTS**							
		1.70	PARTS - OIL FILTER		510027	985364	5345.6215		EQUIPMENT-PARTS	WATER EQUIP/VEHICLE/MISC MNTC
		1.71	PARTS - OIL FILTER		510027	985364	5390.6215		EQUIPMENT-PARTS	SWR EQUIP/VEHICLE MISC MNTC/RP
		17.00	PARTS - RELAY		510026	985441	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		258.60	PARTS - FILTER AND SPARK PLUGS		510029	985694	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		20.39	PARTS - FILTER #304		510028	985698	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		41.77	PARTS - FILTERS #326		510025	985798	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		83.34	PARTS - BRAKES & FASTNER		510030	985958	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		10.28	PARTS - LIGHTS #351		510126	986359	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		96.96	TORO 4700 GEAR OIL		510331	986856	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE
		531.75								
328493	**3/11/2026**		**101199 NCPERS MINNESOTA**							
		432.00	NCPERS MARCH 2026		510049	314900032026	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		432.00								

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328493	**3/11/2026**		**101199 NCPERS MINNESOTA**						**Continued...**	
328494	**3/11/2026**		**165528 NELSON, CHRISTOPHER**							
		15.24	UB REFUND 6200 132ND WAY W		510099	20260226A	5301.4997		WATER/SEWER ACCT REFUNDS	WATER & SEWER FUND REVENUE
		15.24								
328495	**3/11/2026**		**127905 OFFICE OF MN.IT SERVICES**							
		283.50	LANGUAGE LINE		510031	W26010622	1200.6237		TELEPHONE/PAGERS	POLICE MANAGEMENT
		283.50								
328496	**3/11/2026**		**158558 OUTDOOR CUSTOM SPORTSWEAR LLC**							
		689.92	ALL STORE LOGO SHIRTS		510100	769819	5005.6281		UNIFORM/CLOTHING ALLOWANCE	LIQUOR GENERAL OPERATIONS
		689.92								
328497	**3/11/2026**		**143336 PREMIER LOCATING INC**							
		42.00	PREMIER LOCATES 2/15/26		510033	43476	5805.6249		OTHER CONTRACTUAL SERVICES	STREET LIGHT UTILITY FUND
		42.00								
328498	**3/11/2026**		**101500 PREMIUM WATERS INC**							
		23.79	WATER FOR BUILDING		510091	311346742	2205.6229		GENERAL SUPPLIES	GOLF MANAGEMENT
		23.79								
328499	**3/11/2026**		**137785 PROPERTY TAXATION & RECORDS**							
		684.00	COUNTY TIF ADMIN TIF#15		510048	20260302	4742.6399		OTHER CHARGES	TIF#15 PARKSIDE VILLAGE
		651.00	COUNTY TIF ADMIN TIF#16		510048	20260302	4745.6399		OTHER CHARGES	TIF#16 UPONOR ANNEX
		651.00	COUNTY TIF ADMIN TIF#17		510048	20260302	4748.6399		OTHER CHARGES	TIF#17 KARAMELLA
		1,986.00								
328500	**3/11/2026**		**134895 QUALITY FORKLIFT SALES & SERVICE INC**							
		1,007.75	MACHINING USED HYDRANT SEATS		510065	187058	5330.6249		OTHER CONTRACTUAL SERVICES	WTR MAIN/HYDRANT/CURB STOP MNT
		1,007.75								
328501	**3/11/2026**		**165386 REIMER, LAURA**							
		210.65	UB REFUND 1026 WHITNEY DR		507606	20260202B	5301.4997		WATER/SEWER ACCT REFUNDS	WATER & SEWER FUND REVENUE
		210.65								
328502	**3/11/2026**		**100410 ROSEMOUNT SAW & TOOL**							
		65.50	CHIPPER BLADE REPLACEMENT		510035	368597	1610.6215		EQUIPMENT-PARTS	STREET/BOULEVARD REPAIR & MNTC
		65.50								
328503	**3/11/2026**		**100756 SAFETY KLEEN**							

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328503	3/11/2026		100756 SAFETY KLEEN							
		352.80	PARTS WASHER SERVICE		510036	99149320	1530.6265		REPAIRS-EQUIPMENT	FLEET & BUILDINGS-CMF
		352.80								
328504	3/11/2026		164817 SALT SOURCE LLC							
		596.75	BRINE GENERATING SALT		510063	33994	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		502.25	BRINE GENERATING SALT		510061	34016	1665.6229		GENERAL SUPPLIES	STREET SNOW & ICE MATERIALS
		1,099.00								
328505	3/11/2026		111161 STERICYCLE INC.							
		290.16	SHREDDING SERVICE		510042	8013532217	1250.6240		CLEANING SERVICE/GARBAGE REMOVPOLICE FACILITY	
		65.48	SHRED IT		510043	8013572118	1510.6240		CLEANING SERVICE/GARBAGE REMOVPW ENGINEERING & TECHNICAL	
		65.48	SHRED IT		510043	8013572118	1100.6240		CLEANING SERVICE/GARBAGE REMOVDEV MANAGEMENT	
		196.43	SHRED IT		510043	8013572118	1400.6240		CLEANING SERVICE/GARBAGE REMOVINSPECTIONS MANAGEMENT	
		617.55								
328506	3/11/2026		161478 TINYMOBILEROBOTS US LLC							
		746.95	ROBOT STRIPER PARTS		510068	SO219070	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		746.95								
328507	3/11/2026		129556 T-MOBILE USA							
		50.00	26000781 DET. PHONE WARRANT		510044	L2602120278	1200.6235		CONSULTANT SERVICES	POLICE MANAGEMENT
		50.00								
328508	3/11/2026		100839 VALLEY-RICH COMPANY INC							
		6,622.00	WATER MAIN RPR-12845 GERMANE		510082	35387	5330.6269		REPAIRS-OTHER	WTR MAIN/HYDRANT/CURB STOP MNT
		7,539.50	WM BREAK REPAIR 6275 134TH ST		510074	35389	5330.6269		REPAIRS-OTHER	WTR MAIN/HYDRANT/CURB STOP MNT
		10,092.10	WM BREAK REPAIR 14290 FLORA		510073	35394	5330.6269		REPAIRS-OTHER	WTR MAIN/HYDRANT/CURB STOP MNT
		24,253.60								
328509	3/11/2026		163584 WILLOW POND WINERY LLC							
		143.00	WINE#1	00053146	510258	26013	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		143.00	WINE#2	00053146	510259	26014	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		286.00								
328510	3/11/2026		100521 WINE MERCHANTS							
		2,405.46	WINE#1	00022992	510271	7554352	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		33.24	FREIGHT#1	00022992	510272	7554352	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		860.00	WINE#3	00022992	510277	7554446	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		12.70	FREIGHT#3	00022992	510278	7554446	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		192.00	WINE#1	00022992	510273	7554502	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
328510	**3/11/2026**		**100521 WINE MERCHANTS**						**Continued...**	
		84.00	WINE#3	00022992	510276	7554503	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		1,324.50	WINE#1	00022992	510274	7555315	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		12.17	FREIGHT#1	00022992	510275	7555315	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		446.00	WINE#3	00022992	510279	7555316	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		5.08	FREIGHT#3	00022992	510280	7555316	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		2,900.00	WINE#3	00022992	510283	7556296	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2.75	FREIGHT#3	00022992	510284	7556296	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		284.00	WINE#3	00022992	510281	7556297	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2.54	FREIGHT#3	00022992	510282	7556297	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		8,564.44								
20260228	**2/9/2026**		**100873 HEALTHPARTNERS (DENTAL CLAIMS**							
		4,148.00	DENTAL CLAIMS 1/29-2/4/26		510119	20260204	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		4,148.00								
20260229	**2/17/2026**		**100873 HEALTHPARTNERS (DENTAL CLAIMS**							
		5,317.16	DENTAL CLAIMS 2/5-2/11/26		510120	20260211	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		5,317.16								
20260230	**2/23/2026**		**100873 HEALTHPARTNERS (DENTAL CLAIMS**							
		2,437.14	DENTAL CLAIMS 2/12-2/18/26		510118	20260218	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		2,437.14								
20260231	**2/13/2026**		**142866 HEALTHPARTNERS**							
		6.89-	H KLINE RETIRED, CANCEL DENTAL		510121	20260301	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		6.89-	G RIPLEY CANCEL SINGLE DENTAL		510121	20260301	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		6.89-	S SLATTERY RESIGNED CANCEL DEN		510121	20260301	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		6.89	E KAMPHUIS NEW HIRE DENTAL		510121	20260301	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		6.89	G RIPLEY ADD FAMILY DENTAL		510121	20260301	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		1,701.83	DENTAL		510121	20260301	7105.6146		DENTAL INSURANCE	INSURANCE TRUST DENTAL
		2,364.00-	H KLINE RETIRED, CANCEL MEDICA		510121	20260301	9000.2115		ACCRUED MEDICAL INSURANCE	PAYROLL CLEARING BAL SHEET
		1,045.00-	G RIPLEY RATE ADJUSTMENT		510121	20260301	9000.2115		ACCRUED MEDICAL INSURANCE	PAYROLL CLEARING BAL SHEET
		1,045.00-	S SLATTERY RESIGNED CANCEL MED		510121	20260301	9000.2115		ACCRUED MEDICAL INSURANCE	PAYROLL CLEARING BAL SHEET
		1,045.00	E KAMPHUIS NEW HIRE MEDICAL		510121	20260301	9000.2115		ACCRUED MEDICAL INSURANCE	PAYROLL CLEARING BAL SHEET
		2,195.00	G RIPLEY CHG TO EE/SPOUSE COV		510121	20260301	9000.2115		ACCRUED MEDICAL INSURANCE	PAYROLL CLEARING BAL SHEET
		328,734.00	MEDICAL		510121	20260301	9000.2115		ACCRUED MEDICAL INSURANCE	PAYROLL CLEARING BAL SHEET
		329,214.94								
20260232	**2/27/2026**		**148015 VOYA**							
		740.00	MNDCP-ROTH 457 CONTRIBUTIONS		509463	225261054008	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20260232	**2/27/2026**		**148015 VOYA**						**Continued...**	
		4,490.00	MNDCP-457 CONTRIBUTIONS		509463	225261054008	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		5,230.00								
20260233	**2/27/2026**		**148869 VOYA (HCSP)**							
		426.06	SERGEANT HCSP FUNDING-GROSS WA		509464	225261054009	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		921.08	AFSCME HCSP FUNDING-GROSS WAGE		509464	225261054009	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,469.88	ADMIN HCSP FUNDING-GROSS WAGES		509464	225261054009	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,673.35	SCH 2 HCSP FUNDING-GROSS WAGES		509464	225261054009	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,994.51	SCH 1 HCSP FUNDING-GROSS WAGES		509464	225261054009	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,746.75	POLICE HCSP FUNDING-GROSS WAGE		509464	225261054009	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		4,726.30	HCSP FUNDING-ANN LV/COMP		509464	225261054009	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		13,957.93								
20260234	**2/27/2026**		**101238 MINNESOTA CHILD SUPPORT PAYMEN**							
		460.00	CHILD SUPPORT DEDUCTIONS		509460	225261054005	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		460.00								
20260235	**2/27/2026**		**164645 ND CHILD SUPPORT DIVISION**							
		306.60	CHILD SUPPORT DEDUCTIONS		509456	2252610540012	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		306.60								
20260236	**2/27/2026**		**157977 WEX HEALTH INC**							
		11,984.13	HSA EMPLOYEE FUNDING		509455	2252610540011	9000.2125		ACCRUED HSA/HRA BENEFIT	PAYROLL CLEARING BAL SHEET
		11,984.13								
20260237	**2/27/2026**		**100009 AFSCME COUNCIL #5**							
		1,452.77			508447	211261345491	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,452.30	UNION DUES		509453	225261054001	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,905.07								
20260238	**2/27/2026**		**151440 VANTAGEPOINT TRANSFER AGENTS**							
		6,236.42	ROTH 457-PLAN #301171-FIRE TOO		509454	2252610540010	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		6,236.42								
20260239	**2/27/2026**		**100240 VANTAGEPOINT TRANSFER AGENTS - 457 FT**							
		24,941.92	ICMA-PLAN #301171-FIRE TOO		509457	225261054002	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		24,941.92								
20260240	**2/27/2026**		**126459 VANTAGEPOINT TRANSFER AGENTS - ROTH**							
		2,658.46	ROTH IRA-PLAN #705481		509462	225261054007	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET

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20260240	**2/27/2026**		**126459 VANTAGEPOINT TRANSFER AGENTS - ROTH**						**Continued...**	
		2,658.46								
20260241	**2/17/2026**		**157977 WEX HEALTH INC**							
		382.79	FLEX SPENDING MEDICAL 2026		510123	20260217	9000.2119		ACCRUED FLEX SPENDING	PAYROLL CLEARING BAL SHEET
		865.41	FLEX SPENDING DAYCARE 2026		510123	20260217	9000.2119		ACCRUED FLEX SPENDING	PAYROLL CLEARING BAL SHEET
		1,248.20								
20260242	**2/12/2026**		**100319 CENTERPOINT ENERGY**							
		108.13	SWIM GAS JAN		510314	110055472JAN26	1940.6256		UTILITIES-NATURAL GAS	SPLASH VALLEY WATER PARK
		6,577.07	CH GAS JAN		510313	110055563JAN26	1060.6256		UTILITIES-NATURAL GAS	MUNICIPAL BLDG & GROUNDS MNTC
		4,768.92	IA1 GAS JAN		510285	110060944JAN26	5210.6256		UTILITIES-NATURAL GAS	ARENA 1 BUILDING MAINTENANCE
		6,719.65	CMF GAS JAN		510286	110061900JAN26	1540.6256		UTILITIES-NATURAL GAS	CMF BUILDINGS & GROUNDS MNTC
		18.93	EDA GAS JAN		510318	137470969JAN26	3212.6256		UTILITIES-NATURAL GAS	EDA OPERATION
		107.36	DELANEY PK GAS JAN		510287	55372148JAN26	1730.6256		UTILITIES-NATURAL GAS	PARK BUILDING MAINTENANCE
		512.02	FIRE STA 3 GAS JAN		510288	55533657JAN26	1340.6256		UTILITIES-NATURAL GAS	FIRE BLDG & GROUNDS MNTC
		466.12	LIQ 2 GAS JAN		510289	55533673JAN26	5065.6256		UTILITIES-NATURAL GAS	LIQUOR #2 OPERATIONS
		399.07	VALLEY MID PK GAS JAN		510290	55611420JAN26	1730.6256		UTILITIES-NATURAL GAS	PARK BUILDING MAINTENANCE
		166.47	WELL 2 GAS JAN		510298	55675664JAN26	5320.6256		UTILITIES-NATURAL GAS	WATER WELL/BOOSTER STN MNT/RPR
		4,516.41	AVCC GAS JAN		510291	55686299JAN26	1900.6256		UTILITIES-NATURAL GAS	AV COMMUNITY CENTER
		1,421.94	OLD CH GAS JAN		510312	55710289JAN26	2092.6256		UTILITIES-NATURAL GAS	EDUCATION BUILDING FUND
		1,562.55	CMF STRG BLD 2 GAS JAN		510292	55793483JAN26	1540.6256		UTILITIES-NATURAL GAS	CMF BUILDINGS & GROUNDS MNTC
		144.27	GALAXIE PK GAS JAN		510316	55848238JAN26	1730.6256		UTILITIES-NATURAL GAS	PARK BUILDING MAINTENANCE
		163.97	AV EAST PK GAS JAN		510293	55851521JAN26	1730.6256		UTILITIES-NATURAL GAS	PARK BUILDING MAINTENANCE
		1,583.36	WELL 5 GAS JAN		510294	55851562JAN26	5320.6256		UTILITIES-NATURAL GAS	WATER WELL/BOOSTER STN MNT/RPR
		273.54	WELL 4 GAS JAN		510295	55851604JAN26	5320.6256		UTILITIES-NATURAL GAS	WATER WELL/BOOSTER STN MNT/RPR
		2,742.92	WTP GAS JAN		510296	55877872JAN26	5325.6256		UTILITIES-NATURAL GAS	WATER TREATMENT FCLTY MNTC/RPR
		264.91	WELL 1 GAS JAN		510297	55887046JAN26	5320.6256		UTILITIES-NATURAL GAS	WATER WELL/BOOSTER STN MNT/RPR
		1,772.49	FIRE STA 1 GAS JAN		510299	55888184JAN26	1340.6256		UTILITIES-NATURAL GAS	FIRE BLDG & GROUNDS MNTC
		4,641.19	IA 2 GAS JAN		510300	55978928JAN26	5265.6256		UTILITIES-NATURAL GAS	ARENA 2 BLDG MAINTENANCE-HAYES
		3,302.40	CMF STRG BLD 1 GAS JAN		510301	56034416JAN26	1540.6256		UTILITIES-NATURAL GAS	CMF BUILDINGS & GROUNDS MNTC
		177.50	HAGEMEISTER PK GAS JAN		510302	56100324JAN26	1730.6256		UTILITIES-NATURAL GAS	PARK BUILDING MAINTENANCE
		1,245.60	LIQ 1 GAS JAN		510303	56265598JAN26	5025.6256		UTILITIES-NATURAL GAS	LIQUOR #1 OPERATIONS
		234.14	JC ACTIVITY CTR GAS JAN		510305	56281637JAN26	1730.6256		UTILITIES-NATURAL GAS	PARK BUILDING MAINTENANCE
		410.93	AQUATIC CTR GAS JAN		510304	56284078JAN26	1940.6256		UTILITIES-NATURAL GAS	SPLASH VALLEY WATER PARK
		44.60	HUNTINGTON PK GAS JAN		510306	56346620JAN26	1730.6256		UTILITIES-NATURAL GAS	PARK BUILDING MAINTENANCE
		1,524.94	CMF STRG BLD 3 GAS JAN		510307	56696487JAN26	1540.6256		UTILITIES-NATURAL GAS	CMF BUILDINGS & GROUNDS MNTC
		2,811.59	POL NEW BUILDING		510319	64040286573JAN26	1253.6256		UTILITIES-NATURAL GAS	POLICE OPERATIONS GARAGE
		27.34	460 REFLECTION RD GAS JAN		510308	75761361JAN26	5380.6256		UTILITIES-NATURAL GAS	SEWER LIFT STN REPAIR & MNTC
		100.00	SWIM UNIT D GAS JAN		510309	78955218JAN26	1940.6256		UTILITIES-NATURAL GAS	SPLASH VALLEY WATER PARK

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20260242	**2/12/2026**		**100319 CENTERPOINT ENERGY**						**Continued...**	
		456.47	SWIM PK GAS JAN		510310	79512695JAN26	1940.6256		UTILITIES-NATURAL GAS	SPLASH VALLEY WATER PARK
		1,080.31	HCSC GAS JAN		510311	79615332JAN26	1920.6256		UTILITIES-NATURAL GAS	SENIOR CENTER
		44.60	UTIL SAN LIFT 2 GEN GAS JAN		510315	91747147JAN26	5380.6256		UTILITIES-NATURAL GAS	SEWER LIFT STN REPAIR & MNTC
		1,124.98	GOLF GAS JAN		510317	96338967JAN26	2215.6256		UTILITIES-NATURAL GAS	GOLF CLUBHOUSE BUILDING
		51,516.69								
20260301	**3/4/2026**		**101671 MN DEPT OF REVENUE**							
		27.42	DIESEL TAX-TRAFFIC SIGNS		510122	20260304	1680.6212		MOTOR FUELS/OILS	TRAFFIC SIGNS/SIGNALS/MARKERS
		33.96	DIESEL TAX-PARKS		510122	20260304	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE
		569.14	DIESEL TAX-STREETS		510122	20260304	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		18.95	DIESEL TAX-SEWER		510122	20260304	5390.6212		MOTOR FUELS/OILS	SWR EQUIP/VEHICLE MISC MNTC/RP
		20.13	DIESEL TAX-STORM		510122	20260304	5505.6212		MOTOR FUELS/OILS	STORM DRAIN MNTC/RPR/SUMPS
		669.60								
20260302	**3/2/2026**		**102664 US BANK**							
		14,237.83	EMPLOYEE MEDICARE		509461	225261054006	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		14,237.83	CITY SHARE MEDICARE		509461	225261054006	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		36,714.38	EMPLOYEE FICA		509461	225261054006	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		36,714.38	CITY SHARE FICA		509461	225261054006	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		103,132.54	FEDERAL TAXES PR		509461	225261054006	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		205,036.96								
20260303	**3/2/2026**		**100657 MN DEPT OF REVENUE**							
		45,405.43	STATE TAX WITHHOLDING		509459	225261054004	9000.2112		ACCRUED STATE W/H	PAYROLL CLEARING BAL SHEET
		45,405.43								
20260304	**3/1/2026**		**100392 PUBLIC EMPLOYEES RETIREMENT AS**							
		86,364.47	EMPLOYEE SHARE PERA		509458	225261054003	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		115,993.15	CITY SHARE PERA		509458	225261054003	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		202,357.62								
20260305	**3/5/2026**		**100319 CENTERPOINT ENERGY**							
		4,710.41	FIRE STA 2 GAS FEB		510321	6403587606FEB26	1340.6256		UTILITIES-NATURAL GAS	FIRE BLDG & GROUNDS MNTC
		46.62	FIRE STA 2 GEN GAS FEB		510320	64035876073FEB26	1340.6256		UTILITIES-NATURAL GAS	FIRE BLDG & GROUNDS MNTC
		4,757.03								
		1,661,309.45	Grand Total							

Payment Instrument Totals

Checks	228,548.65

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		1,661,309.45	Grand Total							

Payment Instrument Totals

Checks	228,548.65
EFT Payments	920,789.30
A/P ACH Payment	511,971.50
Total Payments	1,661,309.45

3/11/26 CL 3/12/26

Company		Amount
01000	GENERAL FUND	78,272.24
02025	ROAD ESCROW FUND	53,295.50
02090	PARTNERS IN EDUCATION	6,755.94
02200	VALLEYWOOD GOLF FUND	2,200.92
03210	EDA OPERATIONS FUND	18.93
04500	CONSTRUCTION PROJECTS	2,571.50
04740	TIF 15 PARKSIDE VILLAGE	684.00
04743	TIF#16 UPONOR ANNEX	651.00
04746	TIF#17 KARAMELLA	651.00
05000	LIQUOR FUND	53,267.21
05200	ARENA FUND	9,846.86
05300	WATER & SEWER FUND	393,072.93
05500	STORM DRAINAGE UTILITY FUND	49,702.44
05800	STREET LIGHT UTIL FUND	42.00
07100	INSURANCE TRUST DENTAL FUND	13,597.24
07200	RISK MANAGEMENT/INSURANCE FUND	145,999.00
09000	PAYROLL CLEARING FUND	850,680.74
	Report Totals	1,661,309.45

ITEM: 4.BB.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve Pay Equity Report	
Staff Contact:	**Department / Division:**
Jamie Haefner, Human Resources Manager	Administration/Human Resources

Action Requested:

Approve Pay Equity Report

Summary:

Staff has prepared the attached pay equity report for 2026 (which is based on data as of December 31, 2025). Following is a summary of the results, indicating the City is again in Compliance:

Statistical Analysis Test – Underpayment Ratio
Required to pass: 80.00 or higher
City result: 183.33
Compliance: Yes

Salary Range Test – Years to Maximum
Required to pass: 0 or 80% or higher
City result: 0
Compliance: Yes

Exceptional Service Pay - % Receiving
Required to pass: 0 or 80% or higher
City Result: 0
Compliance: Yes

As required, following approval by the City Council, the report data will be submitted to the Department of Management and Budget.

Background:

In 1984, the Minnesota Legislature passed a bill extending pay equity to local governments in the State. Pay equity is designed to address the problem of a wage structure in which

there is a disparate pay pattern between jobs performed mostly by men and jobs performed mostly by women. The law required each local government to analyze its pay structure for evidence of gender inequities, and to report this information to the Department of Management and Budget.

The City has previously reported every three years (as required) since 1985. The City has been in compliance with pay equity standards each time the report has been submitted.

Budget Impact:

N/A

Attachments:

1. 2026 Pay Equity Report Results

MANAGEMENT AND BUDGET

Minnesota Pay Equity Management System - Apple Valley(26-Out of Compliance)

Compliance Report

Jurisdiction: Apple Valley
Report Year: 2026 Case: 1 - Shared (Jur and MMB)

Contact:	Name	Title	Phone	Email
	Jamie Haefner	HR Manager	952-953-2500	hr@applevalleymn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity Report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the guidebook.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	58	29	9	96
# Employees	142	51	62	255
Avg.Max Monthly Pay Per Employee	8,076.27	7,048.04		8,043.20

II. STATISTICAL ANALYSIS TEST

A. **UNDERPAYMENT RATIO = 183.33 ***	Male Classes	Female Classes
a. # at or above Predicted Pay	36	23
b. # Below Predicted Pay	22	6
c. TOTAL	58	29
d. % Below Predicted Pay (b divided by c = d)	37.93	20.69

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. **T-test Results**

Degrees of Freedom (DF) = 191	Value of T = -4.456

a. Avg.diff.in pay from predicted pay for male jobs = $4

b. Avg.diff.in pay from predicted pay for female jobs = $402

III. SALARY RANGE TEST = 0.00% (Result is A divided by B)

A. Avg.# of years to max salary for male jobs = 5.00
B. Avg.# of years to max salary for female jobs = 0.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00% (Result is B divided by A)

A. % of male classes receiving ESP 1.72 *
B. % of female classes receiving ESP 3.45
*(If 20% or less, test result will be 0.00)

Go To Implementation Form | View Another Case

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at pay.equity@state.mn.us so that we can follow up. Thank you.

ITEM: 4.CC.
MEETING DATE: March 26, 2026
SECTION: Consent Agenda

Description:	
Approve Personnel Report	
Staff Contact:	**Department / Division:**
Jamie Haefner, Human Resources Manager	Administration/Human Resources

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:

1. Personnel Report 3-26-2026

PERSONNEL REPORT
March 26, 2026

City of Apple Valley
Human Resources

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)
Alexander	Benson	Hire	Maintenance Worker I	Casual, Seasonal	1600	$ 20.20	Hourly	SMI	3/15/2026
Vadim	Bondarenko	Hire	Professional Intern	Casual, Seasonal	1400	$ 25.00	Hourly	C-10	4/20/2026
Christian	Clifford	Hire	Lifeguard I	Casual, Seasonal	1940	$ 17.40	Hourly	C-05	6/1/2026
Henry	Dahlstrom	Rehire	Golf Outside Service Attendant	Casual, Variable Hour	2205	$ 15.10	Hourly	C-01	5/15/2026
Raquel	Diaz	Accept Resignation	Code Compliance Inspector	Full-Time, Regular	1013				3/17/2026
Marvin	Drake	Rehire	Golf Shop Attendant	Casual, Variable Hour	2205	$ 15.90	Hourly	C-01	5/15/2026
Sean	Forkenbrock	Rehire	Golf Outside Service Attendant	Casual, Variable Hour	2205	$ 15.10	Hourly	C-01	5/15/2026
Troy	Gustafson	Rehire	Maintenance Worker I	Casual, Seasonal	5305	$ 22.15	Hourly	SMI	3/15/2026
Michael	Hatterman	Hire	Maintenance Worker I	Casual, Seasonal	1600	$ 20.20	Hourly	SMI	3/15/2026
Caryn	Hojnicki	Hire	Communications Assistant	Part-Time, Regular	1010	$ 26.50	Hourly	PT125	4/7/2026
Jason	Kronberg	Accept Resignation	Firefighter	Paid on Call					3/18/2026
Ashley	Losie	Rehire	Pool Manager	Casual, Seasonal	1940	$ 27.40	Hourly	C-09	5/1/2026
Daniel	Lundgren	Hire	Maintenance Worker I	Casual, Seasonal	1600	$ 20.20	Hourly	SMI	3/15/2026
Richard	McCarthy	Rehire	Maintenance Worker I	Casual, Seasonal	2205	$ 19.60	Hourly	SMI	5/15/2026
Scott	Merkley	Rehire	Golf Shop Attendant	Casual, Variable Hour	2205	$ 16.15	Hourly	C-01	5/15/2026
David	Morgan	Accept Resignation	Firefighter	Paid on Call	1300				3/4/2026
Kim	Myers	Rehire	Golf Shop Attendant	Casual, Variable Hour	2205	$ 15.10	Hourly	C-01	5/15/2026
Minne	Proeung	Rehire	Golf Outside Service Attendant	Casual, Variable Hour	2205	$ 15.10	Hourly	C-01	5/15/2026
Sam	Schmucker	Hire	Golf Outside Service Attendant	Casual, Variable Hour	2205	$ 15.10	Hourly	C-01	5/15/2026
Brian	Shepherd	Rehire	Golf Shop Attendant	Casual, Variable Hour	2205	$ 16.15	Hourly	C-01	5/15/2026
Jacob	Smith	Hire	Professional Intern	Casual, Seasonal	1510	$ 20.00	Hourly	C-06	5/15/2026
Todd	Stellick	Rehire	Maintenance Worker I	Casual, Seasonal	1530	$ 22.15	Hourly	SMI	3/15/2026
Emerson	Stattman	Rehire	Golf Outside Service Attendant	Casual, Variable Hour	2205	$ 15.10	Hourly	C-01	5/15/2026
James	Zwers	Rehire	Maintenance Worker I	Casual, Seasonal	2205	$ 19.60	Hourly	SMI	5/15/2026

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:	5.A.
MEETING DATE:	March 26, 2026
SECTION:	Regular Agenda

Description:	
Introductions and Oaths of Office of Firefighters	
Staff Contact: Matt Nelson, Fire Chief	**Department / Division:** Fire

Action Requested:

City Clerk Christina Scipioni will administer the Oath of Office to five new Firefighters who recently completed probation. This will be immediately followed by the pinning of the Firefighters' badges. It is customary for a firefighter to choose someone special to them to bestow the honor of pinning on their badge for the first time.

Summary:

Probationary Firefighters Andy Atwater, Brandon Burke, Marianna Mendoza, Darren Sjoberg and Todd Szymanski began their service with the Apple Valley Fire Department when they were hired in August 2025.

They have all shown a strong commitment to successfully completing their training and have done a great job responding to calls as probationary firefighters. We would now like to mark the end of their probationary period with this introduction, oath of office, and badge presentation.

Please join me in congratulating Andy, Brandon, Marianna, Darren and Todd on the presentation of their badges.

Background:

N/A

Budget Impact:

N/A

Attachments:

None

ITEM:	5.B.
MEETING DATE:	March 26, 2026
SECTION:	Regular Agenda

Description:

Apple Valley Technology Park (Data Center) Project — Oppidan Development

1. Adopt Resolution denying the Preliminary Plat of Apple Valley Technology Park as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein
2. Adopt Resolution denying the Site & Building Plan and Building Permit Authorization for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein
3. Adopt Resolution denying the Conditional Use Permit for the proposed Apple Valley Technology Park (data center use), as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein

Staff Contact:	**Department / Division:**
Tim Benetti, Community Development Director	Community Development

Action Requested:

1. Adopt the resolution denying the Preliminary Plat of Apple Valley Technology Park as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein.
2. Adopt the resolution denying the Site & Building Plan and Building Permit Authorization for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein.
3. Adopt the resolution denying the Conditional Use Permit for the proposed Apple Valley Technology Park (data center use), as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted therein.

Summary:

This proposed development is being requested by Oppidan Investment Company (as “Applicant”) and Rockport, LLC (as “Owner”). The Applicant is seeking to develop a new technology park or campus with five data center buildings, along with several smaller support buildings, to be titled Apple Valley Technology Park (the “Development”).

On February 5, 2025, the Planning Commission gave initial consideration at an official public hearing to several applications, which included a rezoning of approximately 134 acres of land from "SG" Sand and Gravel to "MUBC" Mixed Use Business Campus; a new subdivision by preliminary plat; and a Site and Building Plan authorization for said development. A conditional use permit was also submitted, but was not given official consideration at this meeting because the MUBC District was

not yet established. The CUP was intended to be presented and given official consideration at a future meeting date. At this Feb. 5th meeting, the Commission elected to keep the hearing open until a future (undetermined) meeting and to allow for supplemental information to be submitted by the Applicant, and to allow additional public comments, if needed.

Since the original February 5, 2025, meeting, the Applicant has provided the City with several written review extensions on these combined land use applications for this data center development, with the most recent deadline extension set to expire on March 31, 2026.

On March 6, 2026, the Applicant formally withdrew its application to rezone the Property from “SG” Sand and Gravel to “MUBC” Mixed-Use Business Campus from further consideration by the City; and on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant’s rezoning application. Copies of these written communications are included in the attachments to this report.

On March 18, 2026, the Planning Commission held a new public hearing on the requested CUP application, plus reconvened the original (held-over) hearing from the Feb. 5, 2025 meeting on the preliminary plat and site and building plan authorization. Upon closing both hearings, the Planning Commission gave unanimous recommendations to deny the proposed preliminary plat, the site and building plan authorization and the conditional use permit requested for the AV Tech Park/data center development project, with acceptance of the findings supporting said denials in the draft resolutions, presented herein.

Background:

The Council is recommended to carefully review and consider the attached March 18, 2026, and February 5, 2025, Planning Staff Reports to the Planning Commission as they relate to this proposed development data center, including the minutes from each meeting. These reports contain a significant amount of information, including (but not limited to) site and development plans, elevation plans, plat maps, traffic and turning plans, lighting and fencing plans, noise studies, water capacity studies, staff review memos, and more. This packet also contains numerous written comments from residents and the public related to this data center project.

Budget Impact:

N/A

Attachments:

1. Resolution of Denial - Preliminary Plat
2. Resolution of Denial - Site Plan/Bldg Permit Auth
3. Resolution of Denial - CUP
4. PC Meeting Minutes 03.18.2026 & 02.05.2025
5. Planning Commission Packet Report 03.18.2026
6. Additional Public Comments
7. Presentation

City of Apple Valley
Resolution No. 2026 - ___

A Resolution Denying the Preliminary Plat of Apple Valley Technology Park
on Properties Generally Located South of County Road 42,
West of Pilot Knob Road, and North of 155th Street W.

Whereas, pursuant to Minnesota Statutes 462.358, the City of Apple Valley has adopted, as Title XV of the City Code of Ordinances, subdivision control regulations to control land uses throughout the City; and

Whereas, Oppidan Investment Company (the "Applicant"), with the consent of the property owner, Rockport, LLC, (the "Owner"), submitted an application for the Rezoning, Subdivision, Conditional Use Permit, and Site and Building Plan and Building Permit Authorization for the development of a data center technology park consisting of five data center buildings and several support buildings, as presented under Planning Application No. PC-24-23-BCSZ, on properties legally described in **Exhibit A**, attached hereto (the "Subject Property"); and

Whereas, Applicant's rezoning request under Planning Application No. PC-24-23-BCSZ seeks a rezoning of the properties from "SG" Sand and Gravel to "MUBC" – Mixed-Use Business Campus district. "MUBC" – Mixed-Use Business Campus zoning district is governed by Apple Valley Code of Ordinances, Section 155.331; and

Whereas, a data center use is a conditional use subject to specific conditions within a MUBC District; and

Whereas, the Property is designated as Mixed Business Campus under the City's 2040 Comprehensive Plan which incorporates a Master Plan of the Property as depicted on Figure 4.2 Orchard Place Concept plan, supplemented by a tabular breakdown of conceptual land use, and by language within the text of Chapters 4 and 6 that further describe the vision for the area; and

Whereas, under the City's 2040 Comprehensive Plan for the Mixed Business Campus (the Subject Property), industrial uses within the eastern portion of the Comprehensive Plan Mixed Business Campus area are to be located exclusively within the interior and are not to abut County Road 42 or Pilot Knob Road; and

Whereas, the Applicant's development plans proposes a subdivision of the Property under which the proposed lots on which the data center buildings are proposed would abut and immediately adjacent to County Road 42 and Pilot Knob Road which is not consistent with the City's 2040 Comprehensive Plan; and

Whereas, on February 5, 2025, the Planning Commission conducted a duly noticed public hearing, and reviewed the preliminary plat for a new data center project on the Subject Property, and upon conclusion of comments from the public, and discussion, the Planning Commission motioned to continue this Site Plan application (and related applications) to a future commission meeting, and left the hearing open to allow for additional comments at said future meeting; and

Whereas, on February 25, 2025, the Applicant submitted to the City a revised and updated set of site and building plans, which were presented to the Planning Commission at the March 18, 2026 regular meeting, under the continued hearing; and

Whereas, during the pendency of this application, the Owner of the Property filed an application for amendments to the City's 2040 Comprehensive Plan, specifically seeking, in part, an amendment that would guide the Property for industrial uses adjacent to County Road 42 and Pilot Knob Road; and

Whereas, on January 22, 2026, the City Council denied the Owner's application, in its entirety, to amend the City's 2040 Comprehensive Plan relevant to the Property and property directly west and adjacent to the Property; and

Whereas, on March 6, 2026, the Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City; and

Whereas, on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant's rezoning application; and

Whereas, on March 18, 2026, the Apple Valley Planning Commission reconvened the public hearing, received additional comments from staff, the public, and the Applicant; closed the public hearing; and, upon final consideration of the requests associated with Planning Application No. PC-24-23-BCSZ, voted 5-0 to recommend denial of the Preliminary Plat for Apple Valley Technology Park, as originally submitted and revised, with certain findings supporting said denial memorialized in this resolution.

Now Therefore, the City Council, having reviewed and considered the public hearing record-, planning staff's presentation and reports, comments from the general public, and Applicant, and the recommendation of the Planning Commission, makes the following Findings:

1. The Applicant, with consent of the Owner, formally withdrew the request to rezone the Subject Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus. The proposed Preliminary Plat was designed to accommodate a technology park/data center campus, which is not a permitted use within the SG zoning district under Chapter 155 of the Apple Valley City Code. Because the

necessary zoning entitlement no longer exists, the proposed subdivision cannot be lawfully established on the Subject Property.

2. The Preliminary Plat was submitted in conjunction with a Site and Building Plan and Conditional Use Permit applications that required rezoning to MUBC. With the rezoning application withdrawn, the proposed plat is intended to facilitate a development pattern that cannot be implemented under the current zoning. Consequently, the plat does not meet the City's requirements for preliminary plat approval under Chapter 153 of the City Code.

3. The proposed Preliminary Plat does not meet the current land use guidance or policies of the City's 2040 Comprehensive Plan for the Subject Property. Approval of the subdivision as proposed would allow a development pattern that is inconsistent with the City's Comprehensive Plan, which guides future land use and promotes orderly growth.

4. Minnesota subdivision law and Chapter 153 of the City Code require that plats support the orderly, planned, and coordinated development of land. Because the proposed Preliminary Plat is structured to accommodate a development that cannot lawfully occur on the Subject Property, the plat fails to demonstrate orderly development consistent with City Code and its adopted land use standards and regulations.

Now, Therefore, Be It Resolved by the City Council of Apple Valley, Dakota County, Minnesota, that the Applicant's application for the Preliminary Plat of Apple Valley Technology Park as comprehended under Planning Application No. PC-24-23-BCSZ is hereby DENIED in its entirety.

Adopted this 26th day of March, 2026.

_____

Clint Hooppaw, Mayor

Attest:

_____

Christina M. Scipioni, City Clerk

Exhibit A

Parcel 1:
Abstract Property.
The East Half of the Northeast Quarter, except the West 20 rods of the North 16 rods, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID No. 010350002012

Parcel 2:
Abstract Property:
The West 10 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID No. 010350001010

Parcel 3:
Abstract Property:
The East 10 rods of the West 20 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID No. 010350001020

PARCEL 4:
Abstract Property.
The West Half of the Northeast Quarter, less and except the North 75 feet thereof, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in the plat of Cooperative Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID No. 010350003012

City of Apple Valley
Resolution No. 2026-___

A Resolution Denying the Site and Building Plan and Building Permit Authorization for the Proposed Apple Valley Technology Park Development on Properties Generally Located South of County Road 42, West of Pilot Knob Road, and North of 155th Street W.

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, Oppidan Investment Company (the "Applicant"), with the consent of the property owner, Rockport, LLC, (the "Owner"), submitted an application for the Rezoning, Subdivision, Conditional Use Permit, and Site and Building Plan and Building Permit Authorization for the development of a data center technology park consisting of five data center buildings and several support buildings, as presented under Planning Application No. PC-24-23-BCSZ, for properties legally described in **Exhibit A**, attached hereto (the "Subject Property"); and

Whereas, Applicant's rezoning request under Planning Application No. PC-24-23-BCSZ seeks a rezoning of the properties from "SG" Sand and Gravel to "MUBC" – Mixed-Use Business Campus district. "MUBC" – Mixed-Use Business Campus zoning district is governed by Apple Valley Code of Ordinances, Section 155.331; and

Whereas, a data center use is a conditional use subject to specific conditions within a MUBC District; and

Whereas, the Property is designated as Mixed Business Campus under the City's 2040 Comprehensive Plan which incorporates a Master Plan of the Property as depicted on Figure 4.2 Orchard Place Concept plan, supplemented by a tabular breakdown of conceptual land use, and by language within the text of Chapters 4 and 6 that further describe the vision for the area; and

Whereas, under the City's 2040 Comprehensive Plan for the Mixed Business Campus (the Subject Property), industrial uses within the eastern portion of the Comprehensive Plan Mixed Business Campus area are to be located exclusively within the interior and are not to abut County Road 42 or Pilot Knob Road; and

Whereas, the Applicant's development plans proposes a subdivision of the Property under which the proposed lots upon which proposed data center buildings or any industrial use could be located, would be abutting and immediately adjacent to County Road 42 and Pilot Knob Road which is not consistent with the City's 2040 Comprehensive Plan; and

Whereas, on February 5, 2025, the Planning Commission conducted a duly noticed public hearing, and reviewed the site and building plans for a new data center project on the Subject Property, and upon conclusion of comments from the public, and discussion, the Planning Commission motioned to continue this Site Plan application (and related applications) to a future commission meeting, and left the hearing open to allow for additional comments at said future meeting; and

Whereas, on February 25, 2025, the Applicant submitted to the City a revised and updated set of site and building plans, which were presented to the Planning Commission at the March 18, 2026 regular meeting, under the continued hearing; and

Whereas, during the pendency of this application, the Owner of the Property filed an application for amendments to the City's 2040 Comprehensive Plan, specifically seeking, in part, an amendment that would guide the Property for industrial uses adjacent to County Road 42 and Pilot Knob Road; and

Whereas, on January 22, 2026, the City Council denied the Owner's application, in its entirety, to amend the City's 2040 Comprehensive Plan relevant to the Property and property directly west and adjacent to the Property; and

Whereas, on March 6, 2026, the Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City; and

Whereas, on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant's rezoning application; and

Whereas, on March 18, 2026, the Apple Valley Planning Commission reconvened the public hearing, received additional comments from staff, the general public and Applicant, closed the hearing, held final consideration of the Applicant's requests and made a recommendation to deny the Applicant's application for a Site and Building Plan and Building Permit Authorization for the proposed the Apple Valley Technology Park (data center) development on the Property, by a vote of 5-0, with certain findings supporting said denial memorialized in this resolution.

Now Therefore, the City Council, having reviewed and considered the public hearing record, planning staff's presentation and reports, comments from the general public, and Applicant, and the recommendation of the Planning Commission, makes the following Findings:

1. The Applicant and the Owner formally withdrew the request to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus. As a result, the Subject Property remains zoned "SG" Sand and Gravel. Data centers or technology

park uses are not permitted or conditional uses within the SG zoning district under Chapter 155 of the Apple Valley City Code. Therefore, the proposed development, as depicted in the Applicant's site plan(s) is not permitted under the current zoning classification of the Property and the requested Site and Building Plan does not meet the City Code zoning regulations.

2. The Site and Building Plan application was submitted in conjunction with related land use applications, including a rezoning from "SG"- Sand and Gravel to "MUBC" Mixed-Use Business Campus, and a Conditional Use Permit to allow a data center use. With the withdrawal of the rezoning request and the absence of the required MUBC zoning district that would permit the proposed use, the Site and Building Plan application no longer has the necessary zoning framework required for approval under Chapter 155 of the Apple Valley City Code.

3. The proposed Site and Building Plan for the Property is not consistent with the land use guidance and applicable policies of the City's 2040 Comprehensive Plan .

Now, Therefore, Be It Resolved by the City Council of Apple Valley, Dakota County, Minnesota, that the Applicant's application for the Site and Building Plan as comprehended under Planning Application No. PC-24-23-BCSZ is hereby DENIED in its entirety.

Adopted this 26th day of March, 2026.

_____

Clint Hooppaw, Mayor

Attest:

_____

Christina M. Scipioni, City Clerk

Exhibit A

Parcel 1:
Abstract Property.
The East Half of the Northeast Quarter, except the West 20 rods of the North 16 rods, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID No. 010350002012

Parcel 2:
Abstract Property:
The West 10 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID No. 010350001010

Parcel 3:
Abstract Property:
The East 10 rods of the West 20 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID No. 010350001020

PARCEL 4:
Abstract Property.
The West Half of the Northeast Quarter, less and except the North 75 feet thereof, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in the plat of Cooperative Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID No. 010350003012

City of Apple Valley
Resolution No. 2026-___

A Resolution Denying the Conditional Use Permit
for a Proposed Data Center Use
on Property Generally Located South of County Road 42,
West of Pilot Knob Road, and North of 155th Street W.

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, Oppidan Investment Company (the "Applicant"), with the consent of the property owner, Rockport, LLC, (the "Owner"), submitted an application for the Rezoning, Subdivision, Conditional Use Permit, and Site and Building Plan and Building Permit Authorization for the development of a data center technology park consisting of five data center buildings and several support buildings, as presented under Planning Application No. PC-24-23-BCSZ, for properties legally described in **Exhibit A**, attached hereto (the "Subject Property"); and

Whereas, Applicant's rezoning request under Planning Application No. PC-24-23-BCSZ seeks a rezoning of the properties from "SG" Sand and Gravel to "MUBC" – Mixed-Use Business Campus district. "MUBC" – Mixed-Use Business Campus zoning district is governed by Apple Valley Code of Ordinances, Section 155.331; and

Whereas, a data center use is a conditional use subject to specific conditions within a MUBC District; and

Whereas, the Property is designated as Mixed Business Campus under the City's 2040 Comprehensive Plan which incorporates a Master Plan of the Property as depicted on Figure 4.2 Orchard Place Concept plan, supplemented by a tabular breakdown of conceptual land use, and by language within the text of Chapters 4 and 6 that further describe the vision for the area; and

Whereas, under the City's 2040 Comprehensive Plan for the Mixed Business Campus (the Subject Property), industrial uses within the eastern portion of the Comprehensive Plan Mixed Business Campus area are to be located exclusively within the interior and are not to abut County Road 42 or Pilot Knob Road; and

Whereas, the Applicant's development plans proposes a subdivision of the Property under which the proposed lots with the proposed data center buildings to be abutting and immediately adjacent to County Road 42 and Pilot Knob Road which is not consistent with the City's 2040 Comprehensive Plan; and

Whereas, on February 5, 2025, the Planning Commission conducted a duly noticed public hearing, and reviewed the preliminary site and building plans for a new data center project on the Subject Property, and upon conclusion of comments from the public, and discussion, the Planning Commission motioned to continue this Site Plan application (and related applications) to a future commission meeting, and left the hearing open to allow for additional comments at said future meeting; and

Whereas, on February 25, 2025, the Applicant submitted to the City a revised and updated set of site and building plans, which were presented to the Planning Commission at the March 18, 2026 regular meeting, under the continued hearing; and

Whereas, during the pendency of this application, the Owner of the Property filed an application for amendments to the City's 2040 Comprehensive Plan, specifically seeking, in part, an amendment that would guide the Property for industrial uses adjacent to County Road 42 and Pilot Knob Road; and

Whereas, on January 22, 2026, the City Council denied the Owner's application, in its entirety, to amend the City's 2040 Comprehensive Plan relevant to the Property and property directly west and adjacent to the Property; and

Whereas, on March 6, 2026, the Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City; and

Whereas, on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant's rezoning application; and

Whereas, on March 18, 2026, the Apple Valley Planning Commission held the public hearing, received comments from staff, the general public and Applicant, closed the hearing, held final consideration of the Applicant's CUP request and made a recommendation to deny the Applicant's application for a Conditional Use Permit for the data center use on the Property, by a vote of 5-0, with certain findings supporting said denial memorialized in this resolution.

Now Therefore, the City Council, having reviewed and considered the public hearing record, planning staff's presentation and reports, comments from the general public, and Applicant, and the recommendation of the Planning Commission, makes the following Findings:

1. The Subject Property remains zoned "SG" Sand and Gravel following the withdrawal of the application to rezone to "MUBC" Mixed-Use Business Campus. Under Chapter 155 of the Apple Valley City Code, a data center or technology park use is not a permitted or conditional use in the SG zoning

district. Because the underlying zoning does not allow the proposed use, the CUP cannot be lawfully granted.

2. The proposed data center development is inconsistent with the City's 2040 Comprehensive Plan. Granting a CUP would conflict with the City's planned land use guidance and policies for orderly growth.

3. Conditional Use Permits must ensure compatibility with surrounding land uses, environmental considerations, and public health, safety, and welfare. The proposed data center use, as designed, was intended for a property rezoned to MUBC. Without the rezoning, the proposed use cannot be properly integrated with existing SG-zoned land or surrounding areas, creating potential conflicts with established and planned uses.

4. Chapter 155 of the Apple Valley City Code establishes specific criteria for CUP approval, including compliance with zoning, compatibility with adjacent uses, and conformance with the Comprehensive Plan. The proposed CUP does not meet these standards because the data center use is not permitted in a SG district which the Property is zoned and is inconsistent with the Comprehensive Plan. Therefore, the CUP must be denied.

Now, Therefore, Be It Resolved by the City Council of Apple Valley, Dakota County, Minnesota, that the Applicant's application for the Conditional Use Permit as comprehended under Planning Application No. PC-24-23-BCSZ is hereby DENIED in its entirety.

Adopted this 26th day of March, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

Exhibit A

Parcel 1:
Abstract Property.
The East Half of the Northeast Quarter, except the West 20 rods of the North 16 rods, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID No. 010350002012

Parcel 2:
Abstract Property:
The West 10 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID No. 010350001010

Parcel 3:
Abstract Property:
The East 10 rods of the West 20 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID No. 010350001020

PARCEL 4:
Abstract Property.
The West Half of the Northeast Quarter, less and except the North 75 feet thereof, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in the plat of Cooperative Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID No. 010350003012

City of Apple Valley
March 18, 2026, Planning Commission Regular Meeting Minutes

Minutes of the regular meeting of the Planning Commission of Apple Valley, Dakota County, Minnesota, held March 18, 2026, at 7:00 p.m., at the Apple Valley Municipal Center.

Present: Kurtz, Scanlan, Mahowald, Sandahl, Prewitt

Absent: Schindler, Hlas

City staff members present were: Community Development Director Benetti, City Attorney Hills, City Planner Dill, Assistant City Engineer Acosta, and Department Assistant Vincent.

1. Call to Order

Chair Kurtz called the meeting to order at 7:00 p.m.

2. Approve Agenda

Chair Kurtz asked if there were any changes to the agenda. CD Director Benetti noted that an updated agenda had been provided to the Commissioners with the two public hearings separated under item 4. A.

Motion: of Sandahl, seconded by Scanlan, approving the agenda including the updated agenda. Ayes - 5 - Nays - 0.

3. Consent Agenda

Motion: of Scanlan seconded by Sandahl, approving the minutes of March 4, 2026, regular meeting. Ayes - 5 - Nays - 0.

4. Public Hearings

A. Apple Valley Technology Park (Data Center) Project – Oppidan Development

Chair Kurtz opened the public hearing for the Conditional Use Permit and the continuation of the public hearing from February 5, 2025, regarding the Rezoning, Preliminary Plat, and Site Plan Building Permit Authorization.

CD Director Benetti provided a brief presentation.

Pete Carbonneau (Oppidan Development) was present for any questions.

With no comments from commissioners or the public on either public hearing, Chair Kurtz closed the public hearings.

DRAFT

Motion: of Scanlan, seconded by Sandahl, to recommend denial of the conditional use permit for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Application case No. PC24-23-BCSZ, with findings noted in the attached draft resolution for City Council consideration and final action. Ayes - 5 - Nays - 0.

Motion: of Mahowald, seconded by Scanlan, to recommend denial of the proposed preliminary plat of Apple Valley Technology Park as requested under Planning Application Case No. PC24-23-BCSZ with findings noted in the attached draft resolution for City Council consideration and final action. Ayes - 5 - Nays - 0.

Motion: of Mahowald, seconded by Scanlan, to recommend denial of the site plan and building permit authorization for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Case No. PC24-23-BCSZ with findings noted in the attached draft resolution for City Council consideration and final action. Ayes - 5 - Nays - 0.

6. Land Use/Action Items

None

7. Other Business

The next Planning Commission meeting is scheduled for Wednesday, April 1, 2026, 7:00 p.m. The next City Council meeting is Thursday, March 26, 2026, at 7:00 p.m.

8. Adjourn

Motion: of Scanlan, seconded by Sandahl, to adjourn. Ayes - 5 - Nays - 0.

The meeting was adjourned at 7:23 p.m.

Respectfully submitted,

Breanna Vincent, Department Assistant
Approved by the Apple Valley Planning Commission on April 1, 2026.

Breanna Vincent
_____

DRAFT

MOTION: Commissioner Scanlan moved, seconded by Commissioner Hlas, to recommend approval of the proposed Ordinance Amending Chapter 155 by Adding New Section 155.310 entitled MIXED USE BUSINESS CAMPUS DISTRICT (MUBC) and adding Definitions in Section 155.003. Roll call vote: Ayes – 6 – Nays –0.

B. Apple Valley Technology Park

Chair Kurtz opened the public hearing.

City Planner Sharpe provided a presentation.

Assistant City Engineer Acosta gave a presentation regarding water usage.

Comments and concerns will be made from Commissioners and the public to be answered at the next meeting.

Chair Kurtz commented that this area was intended to create employment opportunities and a stronger economy and wondered why medical clinics are not coming instead. Her largest concern was regarding water usage and filtration and how that may impact our future water supply. Some concerns over power outages were also expressed.

Commissioner Hlas commented that Rosemount and Farmington are also in the process of having new data centers built and wondered if the City is coordinating with them especially if drawing from the same aquifers. Will there be issues in the future with several facilities operating off the same water supplies? How much can be maintained?

Commissioner Scanlan asked if the west property line will have a sidewalk with trail connections? *Commissioner Scanlan* also shared that the right turn from 152nd St. W. seems too sharp and may need some revisions for truck traffic. He asked how accessibility for emergency services will occur with the site being gated and the turning radiuses within the site. *Commissioner Scanlan* asked for more information regarding the start date and estimated completion date for the project. He asked for clarification on where the trash enclosures, any loading docks, and if overnight truck parking would be occurring. *Commissioner Scanlan* also asked for information about the hours of operation for the facility. His main concerns were regarding water usage, power usage, and diesel usage with the generators.

Commissioner Mahowald asked if the generators are intended for back-up purposes.

City Planner Sharpe stated that these would be back-up in the event of power outages. He deferred to the applicant for further clarification.

Commissioner Mahowald asked how many people are employed at other businesses located nearby and what types of jobs are created and how does this proposed development compare. He asked for a tax analysis for this property to get clarification on the benefits. *Commissioner Mahowald* asked for more information regarding energy usage and the possible substation being added by Great River Energy. *Commissioner Mahowald* asked if the berms currently located along the site will have any landscaping added.

Commissioner Prewitt echoed concerns regarding water usage and waste. He also asked for information regarding the longevity of data storage centers as well as their equipment.

The applicant, Drew Johnson (Oppidan), provided a presentation and addressed some of the concerns regarding water, sound, and employment.

Jon Beyer (Dakota Electric) gave some background on the electrical and energy usage for the proposed site.

Chair Kurtz asked if there were any comments or questions from the public.

Resident Len Bierlein (12450 Drayton Trl.), shared concerns regarding the water usage with the other data centers that are being proposed in neighboring cities. Mr. Bierlein asked if this would be a closed-circuit facility. He also expressed concerns over the long-term implications of allowing the site. Mr. Bierlein stated that it seems that there are no state government entities overseeing water usage and that it is necessary.

Resident Cindi Dayus (169 Strese Ln.), stated that she did not believe the project meets what the City intended in terms of job creation. The project seems to be a big compromise should this approval move forward. Ms. Dayus wondered how much ambient waste heat is generated from this operation and had concerns over heat island effect. Ms. Dayus raised concerns regarding the site being in the drinking water supply management area and the soil is categorized as high vulnerability and extra caution should be taken. Will residents be asked to conserve water in the event of a drought? Can the power grid sustain the multiple data centers anticipated in the surrounding areas? Ms. Dayus stated that it is possible for data centers to operate at lower energy consumption as seen with DeepSeek.

Resident Dave McKenzie (6403 131st St. Ct.) expressed concerns over the lower job creation with this proposal. He stated that commercial/retail businesses should be kept along County Road 42. Mr. McKenzie shared that the size of this proposal is comparable to five Menards buildings. Mr. McKenzie asked for clarification on the gravel areas with generators in between the buildings and how they are screened. With only two small entrances, how will

the site be evacuated? How many trucks will be arriving each day? Mr. McKenzie asked what the purpose of a "crash-rated fence" is. Will this be a 24/7 facility? He opined that City staff may need to extend the application timeline as the plans appear to only be about 50% done.

Resident Rachel Merchant (13015 Emmer Pl.) shared concerns for the fire department to have proper training and knowledge for mitigation at this type of facility. She also wondered if there would be issues with getting other businesses to move into the surrounding area due to the noise generated at the site as well as the aesthetic of the buildings. Ms. Merchant stated that rainwater runoff should be taken into consideration as well as the possibility of using the stormwater pond for irrigation as opposed to potable water. Ms. Merchant stated that she was dissatisfied with the site design.

Resident Brad Blackett (457 Reflection Rd.) expressed concerns over fire suppression and what types of chemicals may be needed in the event of an electrical fire and where the chemical run-off may go to. Mr. Blackett wondered how the water used is cooled down as this is a closed-circuit system. Mr. Blackett asked for clarification on how the sound was measured and how far the sound will travel over the berms, as the building is yet to be constructed. He asked for more information on how stormwater will be treated and if the pond will be large enough to accommodate. Mr. Blackett also asked that staff work with the applicant and the Vermillion Watershed District and the Soil & Water Conservation Districts to ensure adequate ponding and landscaping.

Former Apple Valley resident Mo Feshami (2528 220th St. W. Farmington) shared concerns regarding water usage and stated that the new Meta facility in Rosemount is able to use a lower amount of water for their cooling system and could be beneficial for the applicant to look into. He stated that he has spoken with a representative with the DNR who has concerns over the number of data center facilities in Dakota County. Depending on the standard operating process of the center, there could be a lot of diesel fuel stored on site. The cumulative noise could be significant. Mr. Feshami stated that he did not believe the power grid could sustain all of the proposed data centers. He expressed concerns that the proposed building height of 70 feet could cause security lighting to impact nearby neighborhoods.

Resident Eduardo Torrens-Bonano (15603 Fairfield Dr.) asked why the applicant is interested in that specific location and that there would not be a benefit to the residents. He stated that he is not in opposition of the project but believes there are better locations.

Farmington resident Cathy Johnson (22280 Berring Ave. Farmington) is the President of the Coalition for Responsible Data Center Development and stated that the group has spoken with many cities and states that have dealt with data centers and urged City staff and residents to do their research about the problems that can occur in these communities. Ms. Johnson said that there is very little regulation regarding data centers in Minnesota. She

shared that her group has made a documentary regarding data centers and provided contact information, if the Commission would like more information on it.

Resident Martin Mitrenga (4760 138th St. W.) asked for City staff to consider the low frequencies and any electromagnetic frequencies that could interfere with aircraft traffic.

Resident Julie Murray (4684 138th St. W.) implored that the Commission and City staff do more research on other communities and their experience with data centers.

Resident Will Griesbach (6411 157th St. W.) asked for clarity on the amount of water usage expected as the numbers did not appear to line up (peak time vs. annual usage).

Chair Kurtz kept the public hearing open so that further comments from the public could be obtained if needed.

5. LAND USE

A. Rockport, LLC Mixed Business Campus Comprehensive Plan Amendment

This item was pulled from the agenda and will be discussed at a later date.

6. OTHER BUSINESS

A. Review of Upcoming Schedule and Other Updates

The next Planning Commission meeting is scheduled for Wednesday, February 19, 2025, 7:00 p.m. The next City Council meeting is Thursday, February 13, 2025, 7:00 p.m.

CD Director Benetti shared that City Planner Alex Sharpe has accepted a new position at the City of Wayzata as their Community Development Director and will be resigning effective February 14, 2025.

7. ADJOURNMENT

Chair Kurtz asked for a motion to adjourn.

MOTION: Commissioner Scanlan moved, seconded by Commissioner Mahowald, to adjourn the meeting at 10:36 p.m. Roll call vote: Ayes – 6 – Nays – 0.

ITEM:	4.A.
MEETING DATE:	March 18, 2026
SECTION:	Public Hearings

Description:	
Apple Valley Technology Park (Data Center) Project - Oppidan Development Preliminary Plat, Site Plan & Building Permit Authorization, and Conditional Use Permit	
Staff Contact: Tim Benetti, Community Development Director	**Department / Division:** Community Development

Action Requested:

City staff is requesting the following actions be taken by the Planning Commission:

1. Reconvene the public hearing from the February 5, 2025, meeting on the requests for the Preliminary Plat titled "Apple Valley Technology Park", the Site Plan and Building Permit Authorization for a proposed data center project titled "Apple Valley Technology Park"; as submitted under Planning Application Case No. PC24-23-BCSZ;

2. Open and conduct a separate public hearing on a Conditional Use Permit application for the proposed data center use (Apple Valley Technology Park) as submitted under Planning Application Case No. PC24-23-BCSZ; and

3. Consider and receive any additional information from City staff; the Applicant; receive any additional comments from the public; close both hearings; and give final consideration and recommendation of all applications noted herein.

Summary of Staff Recommendations

A. Recommend denial of the proposed Preliminary Plat of Apple Valley Technology Park as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted in the attached draft resolution for City Council consideration and final action.

B. Recommend denial of the Site Plan and Building Permit Authorization for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Application Case No. PC24-23-BCSZ with findings noted in the attached draft resolution for City Council consideration and final action.

C. Recommend denial of the Conditional Use Permit for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Application Case No. PC24-23-BCSZ, with findings noted in the attached draft resolution for City Council consideration and final action.

Summary:

This proposed development is being requested by Oppidan Investment Company (as “Applicant”) and Rockport, LLC (as “Owner”). The Applicant is seeking to develop a new technology park or campus with five data center buildings, along with several smaller support buildings, to be titled Apple Valley Technology Park (the “Development”).

On February 5, 2025, the Planning Commission gave initial consideration at an official public hearing to several applications from the Applicant requesting the rezoning of approximately 134 acres of land from "SG" Sand and Gravel to "MUBC" Mixed Use Business Campus; a new subdivision by preliminary plat of the subject properties, and a Site and Building Plan authorization for the data center development. The Commission was provided with a detailed presentation of the proposed Development by City staff; gave consideration of a presentation from the Applicant; and received a number of comments from the public. Upon conclusion of the discussion on this item, the Planning Commission Chair stated the matter would conclude that evening, but the public hearing would be kept open to a future (and undetermined) meeting date to allow for more information from the Applicant, and provide additional public comments, if needed.

Since the original February 5, 2025, meeting, the Applicant has provided the City with several written review extensions on these combined land use applications for this data center development, with the most recent deadline extension set to expire on March 31, 2026.

On March 6, 2026, the Applicant formally withdrew its application to rezone the Property from “SG” Sand and Gravel to “MUBC” Mixed-Use Business Campus from further consideration by the City; and on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant’s rezoning application. Copies of these written communications are included in the attachments to this report.

The public hearing notices for this March 18, 2026, regular meeting were duly noticed in the local newspaper, posted on the City’s official website, and notices were mailed to the surrounding property owners of the Subject Site. Numerous written public comments regarding the proposed data center project have also been received and are included in the attachments to this report.

Background:

It was noted at the February 5th PC Meeting, that these combined applications for the "Technology Park / data center" project were predicated upon the approval of a Comprehensive Guide Plan amendment (CPA), which was being considered under a separate application from the Owner, along with the adoption of a new “MUBC” Mixed Use Business Campus zoning district ordinance. The City had to adopt the MUBC District in order to ensure the proposed Development is consistent with the current 2040 Comprehensive Plan and could not be based or contingent upon the proposed Comprehensive Guide Plan amendment as requested by the Owners. It was further noted that if the CPA is approved, the same MUBC Ordinance would require an update to allow the flexibility in uses sought by the Applicant.

It was further indicated that the draft MUBC ordinance would allow for data centers as a conditional use with specific performance standards. Although the applicant applied for a CUP to allow for this

data center use, it was not included in the original February 5th public hearing, as the MUBC District did not officially exist; therefore, a future hearing on the CUP would be needed once the MUBC District was established. The Comprehensive Plan Amendment, as requested by the Owner, would also need to be given full review and consideration by the Planning Commission, with final decision-making by the City Council.

On or around February 25, 2025, the Applicant submitted additional information to the City related to its data center project, which included an updated preliminary plat; site/grading plan; circulation plan; lighting/photometric plan; noise study memo; and others. Those updated plans and information are included with this follow-up Planning Staff Report.

Comprehensive Plan Considerations

The adopted 2040 Comprehensive Plan guides the City's development patterns and land uses through the Planning Period, which is defined as 2020–2040. The subject land area is currently guided MBC - Mixed Business Campus as shown on Figure 4.6 – 2040 Land Use Plan. The 2040 Plan further identifies the subject area as part of the Priority Planning Area due to the expected completion of the gravel mining activities and the reclamation of these lands afterward, which would open up or make several areas available for future development. Related to this priority planning area, a Figure 4.2 Orchard Place Concept map or plan was also developed to establish the mix of anticipated land use development within this MBC land use designation.

The overall Orchard Place development area is specifically guided under the 2040 Plan to be an integrated mix of Office/Medical/Retail; Office/Hotel/Medical; Office/Industrial/Medical; Medical/Corporate Campus/Office/Industrial/Retail; and even small areas of Single Family and Multi-family residential, as evidenced by the Figure 4.2 map.

Figure 4.2 Orchard Place Concept was developed to establish the mix of anticipated land use development within the MBC land use designation shown on Figure 4.6 – the 2040 Land Use Plan. Both Figures 4.2 and 4.6 were used as the foundation to develop the Water Supply and Sanitary Sewer chapter components of the 2040 Plan. Specifically, the proposed CPA has the potential to affect roadway design, water treatment and the size of underground utilities, which are all based on the demands of the proposed land use types.

On January 15, 2025, the Planning Commission held a public hearing regarding the proposed CPA application from Rockport. Rockport requested the City consider removing Figure 4.2 and the associated Conceptual Land Use Diagram Table, remove language associated and/or supporting Figure 4.2 for areas denoted as A and F, add Industrial Uses to areas denoted as C, and modify language contained in the Mixed Business Campus (MBC) category. After the conclusion of comments from staff, the Owner and the public, the hearing was closed, and the matter would be taken back up by the Planning Commission at a future (and undetermined) meeting date.

On April 2, 2025, the matter of the CPA was reconsidered by the Planning Commission; and after a follow-up presentation from City staff and additional comments from the Owner, the Planning Commission recommended denial by a vote of 5-1. The Planning Commission stated findings for denial related to concerns with water supply issues, sanitary (sewer) system issue, noise, and altering the development vision of the property as provided in the 2040 Comprehensive Plan.

On January 22, 2026, the same Comprehensive Guide Plan Amendment application and recommendations with the Commission's findings was presented to the City Council. After presentation by City staff, the Council unanimously adopted Resolution No. 2026-11, which denied the request for the Comprehensive Plan Amendment, in its entirety.

Zoning Considerations

At the February 5, 2025 PC meeting, the City staff presented under separate public hearing a proposed amendment to Chapter 155 of the City's zoning code to establish a new "MUBC" Mixed-Use Business Campus zoning district. This district would incorporate a mix of permitted, conditional, and accessory uses, along with specific area requirements and performance standards. It was stated that the proposed MUBC zoning district aligns with the City's current 2040 Comprehensive Plan and may be used to rezone areas currently designated as "MBC" (Mixed Business Campus) under the 2040 Plan. The PC gave a favorable (unanimous) recommendation of the proposed new "MUBC" Mixed Use Business Campus ordinance.

On February 27, 2025, the City Council received the recommendation from the PC and adopted Ordinance No. 1142 that would allow for the establishment of "MUBC" Districts in the community, where applicable.

On March 6, 2026, the Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City; and on March 10, 2026, the Owner followed suit by submitting a letter to the City in which it withdrew its consent to the Applicant's rezoning application.

Conclusions

Because the Applicant and Owner formally withdrew the request to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus, the Subject Property remains zoned "SG" Sand and Gravel. Data centers or technology park uses are not permitted or conditional uses within the SG zoning district under Chapter 155 of the Apple Valley City Code. Therefore, the proposed development, as depicted in the Applicant's site plan(s) is not permitted under the current zoning classification of the Property and the requested Site and Building Plan does not meet the City Code zoning regulations.

Furthermore, the proposed Apple Valley Technology Park (data center project) is not consistent with the adopted 2040 Comprehensive Plan; and would be inconsistent with the Priority Planning Area and "Figure 4.2 Orchard Place Concept" guide map and land use plan contained in the 2040 Plan. Thus, the City cannot approve any subdivision, site and building plan and conditional use applications due to the rejection (denial) of the requested comprehensive guide plan changes.

For these reasons, City Staff recommends denial of all remaining planning applications associated with Planning Case No. PC-24-23-BCSZ.

Budget Impact:

N/A

Attachments:

1. Resolution Preliminary Plat AV Technology Park 03.26.2026
2. Resolution Site & Building Plan AV Technology Park 03.26.2026
3. Resolution CUP AV Technology Park-Data Center Use 03.26.2026
4. Oppidan Email_Withdraw Rezoning App. 03.06.2026
5. Rockport Ltr.-Withdraw Rezoning App. 03.10.2026
6. AV Tech Park-Updated Plan Submittal 02-25-2025 (2)
7. 02-05-2025 PC Report -AV Tech Park-Data Center Project
8. AV Tech Park - Public Comments

City of Apple Valley
Resolution No. 2026 - ___

A Resolution Denying the Preliminary Plat of Apple Valley Technology Park
on Properties Generally Located South of County Road 42,
West of Pilot Knob Road, and North of 155th Street W.

WHEREAS, pursuant to Minnesota Statutes 462.358, the City of Apple Valley has adopted, as Title XV of the City Code of Ordinances, subdivision control regulations to control land uses throughout the City; and

WHEREAS, Oppidan Investment Company (the "Applicant"), with the consent of the property owner, Rockport, LLC, (the "Owner"), submitted an application for the rezoning, subdivision, conditional use permit, and Site and Building Plan and Building Permit Authorization for the development of a data center technology park consisting of five data center buildings and several support buildings, as presented under Planning Application No. PC24-23-BCSZ, on properties legally described in **Exhibit A**, attached hereto (the "Subject Property"); and

WHEREAS, Applicant's rezoning request under Planning Application No. PC24-23-BCSZ seeks a rezoning of the properties from "SG" Sand and Gravel to "MUBC" – Mixed-Use Business Campus district. "MUBC" – Mixed-Use Business Campus zoning district is governed by Apple Valley Code of Ordinances, Section 155.331; and

WHEREAS, a data center use is a conditional use subject to specific conditions within a MUBC District; and

WHEREAS, the Property is designated as Mixed Business Campus under the City's 2040 Comprehensive Plan which incorporates a Master Plan of the Property as depicted on Figure 4.2 Orchard Place Concept plan, supplemented by a tabular breakdown of conceptual land use, and by language within the text of Chapters 4 and 6 that further describe the vision for the area; and

WHEREAS, under the City's 2040 Comprehensive Plan for the Mixed Business Campus (the subject property), industrial uses within the eastern portion of the Comprehensive Plan Mixed Business Campus area are to be located exclusively within the interior and are not to abut County Road 42 or Pilot Knob Road; and

WHEREAS, the Applicant's development plans proposes a subdivision of the Property under which the proposed lots on which the data center buildings are proposed would abut and immediately adjacent to County Road 42 and Pilot Knob Road which is not consistent with the City's 2040 Comprehensive Plan; and

WHEREAS, on February 5, 2025, the Planning Commission conducted a duly noticed public hearing, and reviewed the preliminary plat for a new data center project on the Subject Property, and upon conclusion of comments from the public, and discussion, the Planning Commission motioned to continue this Site Plan application (and related applications) to a future commission meeting, and left the hearing open to allow for additional comments at said future meeting; and

WHEREAS, on February 25, 2025, the Applicant submitted to the City a revised and updated set of site and building plans, which were presented to the Planning Commission at the March 18, 2026 regular meeting, under the continued hearing; and

WHEREAS, during the pendency of this application, the Owner of the Property filed an application for amendments to the City's 2040 Comprehensive Plan, specifically seeking, in part, an amendment that would guide the Property for industrial uses adjacent to County Road 42 and Pilot Knob Road; and

WHEREAS, on January 22, 2026, the City Council denied the Owner's application, in its entirety, to amend the City's 2040 Comprehensive Plan relevant to the Property and property directly west and adjacent to the Property; and

WHEREAS, on March 6, 2026, the Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City; and

WHEREAS, on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant's rezoning application; and

WHEREAS, on March 18, 2026, the Apple Valley Planning Commission reconvened the public hearing, received additional comments from staff, the general public and Applicant (if any provided), closed the hearing, held final consideration of the Applicant's requests and made a recommendation to deny the Applicant's application for the preliminary plat as originally submitted (and revised) under Planning Application No. PC24-23-BCSZ and made a recommendation to deny the Preliminary Plat of Apple Valley Technology Park by a vote of _____ , with findings supporting said denial as presented herein.

NOW THEREFORE, the City Council, having reviewed and considered the public hearing record-, planning staff's presentation and reports, comments from the general public, and Applicant), and the recommendation of the Planning Commission, makes the following Findings:

1. The Applicant, with consent of the Owner, formally withdrew the request to rezone the Subject Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus. The proposed Preliminary Plat was designed to accommodate a technology park/data center campus, which is not a permitted use within the SG

zoning district under Chapter 155 of the Apple Valley City Code. Because the necessary zoning entitlement no longer exists, the proposed subdivision cannot be lawfully established on the Subject Property.

2. The Preliminary Plat was submitted in conjunction with a Site and Building Plan and Conditional Use Permit applications that required rezoning to MUBC. With the rezoning application withdrawn, the proposed plat is intended to facilitate a development pattern that cannot be implemented under the current zoning. Consequently, the plat does not meet the City's requirements for preliminary plat approval under Chapter 153 of the City Code.

3. The proposed Preliminary Plat does not meet the current land use guidance or policies of the City's 2040 Comprehensive Plan for the Subject Property. Approval of the subdivision as proposed would allow a development pattern that is inconsistent with the City's Comprehensive Plan, which guides future land use and promotes orderly growth.

4. Minnesota subdivision law and Chapter 153 of the City Code require that plats support the orderly, planned, and coordinated development of land. Because the proposed Preliminary Plat is structured to accommodate a development that cannot lawfully occur on the Subject Property, the plat fails to demonstrate orderly development consistent with City Code and its adopted land use standards and regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Apple Valley, Dakota County, Minnesota, that the Applicant's application for the Preliminary Plat of Apple Valley Technology Park as comprehended under Planning Application No. PC24-23-BCSZ is hereby DENIED in its entirety.

ADOPTED this 26th day of March, 2026.

_____

Clint Hooppaw, Mayor

ATTEST:

_____

Christina M. Scipioni, City Clerk

EXHIBIT A

Parcel 1:
Abstract Property.
The East Half of the Northeast Quarter, except the West 20 rods of the North 16 rods, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID NO. 010350002012

Parcel 2:
Abstract Property:
The West 10 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID NO. 010350001010

Parcel 3:
Abstract Property:
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PID NO. 010350001020

PARCEL 4:
Abstract Property.
The West Half of the Northeast Quarter, less and except the North 75 feet thereof, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in the plat of Cooperative Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID NO. 010350003012

City of Apple Valley
Resolution No. 2026-___

A Resolution Denying the Site and Building Plan and Building Permit Authorization for the Proposed Apple Valley Technology Park Development on Properties Generally Located South of County Road 42, West of Pilot Knob Road, and North of 155th Street W.

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, Oppidan Investment Company (the "Applicant"), with the consent of the property owner, Rockport, LLC, (the "Owner"), submitted an application for the rezoning, subdivision, conditional use permit, and Site and Building Plan and Building Permit Authorization for the development of a data center technology park consisting of five data center buildings and several support buildings, as presented under Planning Application No. PC24-23-BCSZ, for properties legally described in **Exhibit A**, attached hereto (the "Subject Property"); and

WHEREAS, Applicant's rezoning request under Planning Application No. PC24-23-BCSZ seeks a rezoning of the properties from "SG" Sand and Gravel to "MUBC" – Mixed-Use Business Campus district. "MUBC" – Mixed-Use Business Campus zoning district is governed by Apple Valley Code of Ordinances, Section 155.331; and

WHEREAS, a data center use is a conditional use subject to specific conditions within a MUBC District; and

WHEREAS, the Property is designated as Mixed Business Campus under the City's 2040 Comprehensive Plan which incorporates a Master Plan of the Property as depicted on Figure 4.2 Orchard Place Concept plan, supplemented by a tabular breakdown of conceptual land use, and by language within the text of Chapters 4 and 6 that further describe the vision for the area; and

WHEREAS, under the City's 2040 Comprehensive Plan for the Mixed Business Campus (the subject property), industrial uses within the eastern portion of the Comprehensive Plan Mixed Business Campus area are to be located exclusively within the interior and are not to abut County Road 42 or Pilot Knob Road; and

WHEREAS, the Applicant's development plans proposes a subdivision of the Property under which the proposed lots upon which proposed data center buildings or any industrial use could be located, would be abutting and immediately adjacent to County Road 42 and Pilot Knob Road which is not consistent with the City's 2040 Comprehensive Plan; and

WHEREAS, on February 5, 2025, the Planning Commission conducted a duly noticed public hearing, and reviewed the site and building plans for a new data center project on the Subject Property, and upon conclusion of comments from the public, and discussion, the Planning Commission motioned to continue this Site Plan application (and related applications) to a future commission meeting, and left the hearing open to allow for additional comments at said future meeting; and

WHEREAS, on February 25, 2025, the Applicant submitted to the City a revised and updated set of site and building plans, which were presented to the Planning Commission at the March 18, 2026 regular meeting, under the continued hearing; and

WHEREAS, during the pendency of this application, the Owner of the Property filed an application for amendments to the City's 2040 Comprehensive Plan, specifically seeking, in part, an amendment that would guide the Property for industrial uses adjacent to County Road 42 and Pilot Knob Road; and

WHEREAS, on January 22, 2026, the City Council denied the Owner's application, in its entirety, to amend the City's 2040 Comprehensive Plan relevant to the Property and property directly west and adjacent to the Property; and

WHEREAS, on March 6, 2026, the Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City; and

WHEREAS, on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant's rezoning application; and

WHEREAS, on March 18, 2026, the Apple Valley Planning Commission reconvened the public hearing, received additional comments from staff, the general public and Applicant , closed the hearing, held final consideration of the Applicant's requests and made a recommendation to deny the Applicant's application for a Site and Building Plan and Building Permit Authorization for the proposed the Apple Valley Technology Park (data center) development on the Property, by a vote of _____ , with certain findings supporting its denial as memorialized in this resolution.

NOW THEREFORE, the City Council, having reviewed and considered the public hearing record-, planning staff's presentation and reports, comments from the general public, and Applicant), and the recommendation of the Planning Commission, makes the following Findings:

1. The Applicant and the Owner formally withdrew the request to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus. As a result, the Subject Property remains zoned "SG" Sand and Gravel. Data centers or technology

park uses are not permitted or conditional uses within the SG zoning district under Chapter 155 of the Apple Valley City Code. Therefore, the proposed development, as depicted in the Applicant's site plan(s) is not permitted under the current zoning classification of the Property and the requested Site and Building Plan does not meet the City Code zoning regulations.

2. The Site and Building Plan application was submitted in conjunction with related land use applications, including a rezoning from "SG"- Sand and Gravel to "MUBC" Mixed-Use Business Campus, and a Conditional Use Permit to allow a data center use. With the withdrawal of the rezoning request and the absence of the required MUBC zoning district that would permit the proposed use, the Site and Building Plan application no longer has the necessary zoning framework required for approval under Chapter 155 of the Apple Valley City Code.

3. The proposed Site and Building Plan for the Property is not consistent with the land use guidance and applicable policies of the City's 2040 Comprehensive Plan .

NOW, THEREFORE, BE IT RESOLVED by the City Council of Apple Valley, Dakota County, Minnesota, that the Applicant's application for the Site and Building Plan as comprehended under Planning Application No. PC24-23-BCSZ is hereby DENIED in its entirety.

ADOPTED this 26th day of March, 2026.

_____

Clint Hooppaw, Mayor

ATTEST:

_____

Christina M. Scipioni, City Clerk

EXHIBIT A

Parcel 1:
Abstract Property.
The East Half of the Northeast Quarter, except the West 20 rods of the North 16 rods, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID NO. 010350002012

Parcel 2:
Abstract Property:
The West 10 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID NO. 010350001010

Parcel 3:
Abstract Property:
The East 10 rods of the West 20 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID NO. 010350001020

PARCEL 4:
Abstract Property.
The West Half of the Northeast Quarter, less and except the North 75 feet thereof, in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota; EXCEPT that part thereof included in the plat of Cooperative Addition, according to the recorded plat thereof, Dakota County, Minnesota; AND EXCEPT that part thereof included in Orchard Place 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.
PID NO. 010350003012

City of Apple Valley
Resolution No. 2026-___

A Resolution Denying the Conditional Use Permit
for a Proposed Data Center Use
on Property Generally Located South of County Road 42,
West of Pilot Knob Road, and North of 155th Street W.

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, Oppidan Investment Company (the "Applicant"), with the consent of the property owner, Rockport, LLC, (the "Owner"), submitted an application for the rezoning, subdivision, conditional use permit, and Site and Building Plan and Building Permit Authorization for the development of a data center technology park consisting of five data center buildings and several support buildings, as presented under Planning Application No. PC24-23-BCSZ, for properties legally described in **Exhibit A**, attached hereto (the "Subject Property"); and

WHEREAS, Applicant's rezoning request under Planning Application No. PC24-23-BCSZ seeks a rezoning of the properties from "SG" Sand and Gravel to "MUBC" – Mixed-Use Business Campus district. "MUBC" – Mixed-Use Business Campus zoning district is governed by Apple Valley Code of Ordinances, Section 155.331; and

WHEREAS, a data center use is a conditional use subject to specific conditions within a MUBC District; and

WHEREAS, the Property is designated as Mixed Business Campus under the City's 2040 Comprehensive Plan which incorporates a Master Plan of the Property as depicted on Figure 4.2 Orchard Place Concept plan, supplemented by a tabular breakdown of conceptual land use, and by language within the text of Chapters 4 and 6 that further describe the vision for the area; and

WHEREAS, under the City's 2040 Comprehensive Plan for the Mixed Business Campus (the subject property), industrial uses within the eastern portion of the Comprehensive Plan Mixed Business Campus area are to be located exclusively within the interior and are not to abut County Road 42 or Pilot Knob Road; and

WHEREAS, the Applicant's development plans proposes a subdivision of the Property under which the proposed lots with the proposed data center buildings to be abutting and immediately adjacent to County Road 42 and Pilot Knob Road which is not consistent with the City's 2040 Comprehensive Plan; and

WHEREAS, on February 5, 2025, the Planning Commission conducted a duly noticed public hearing, and reviewed the preliminary site and building plans for a new data center project on the Subject Property, and upon conclusion of comments from the public, and discussion, the Planning Commission motioned to continue this Site Plan application (and related applications) to a future commission meeting, and left the hearing open to allow for additional comments at said future meeting; and

WHEREAS, on February 25, 2025, the Applicant submitted to the City a revised and updated set of site and building plans, which were presented to the Planning Commission at the March 18, 2026 regular meeting, under the continued hearing; and

WHEREAS, during the pendency of this application, the Owner of the Property filed an application for amendments to the City's 2040 Comprehensive Plan, specifically seeking, in part, an amendment that would guide the Property for industrial uses adjacent to County Road 42 and Pilot Knob Road; and

WHEREAS, on January 22, 2026, the City Council denied the Owner's application, in its entirety, to amend the City's 2040 Comprehensive Plan relevant to the Property and property directly west and adjacent to the Property; and

WHEREAS, on March 6, 2026, the Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City; and

WHEREAS, on March 10, 2026, the Owner submitted a letter to the City in which it withdrew its consent to the Applicant's rezoning application; and

WHEREAS, on March 18, 2026, the Apple Valley Planning Commission held the public hearing, received comments from staff, the general public and Applicant , closed the hearing, held final consideration of the Applicant's CUP request and made a recommendation to deny the Applicant's application for a Conditional Use Permit for the data center use on the Property, by a vote of _____ , with certain findings supporting said denial memorialized in this resolution.

NOW THEREFORE, the City Council, having reviewed and considered the public hearing record, planning staff's presentation and reports, comments from the general public, and Applicant, and the recommendation of the Planning Commission, makes the following Findings:

1. The Subject Property remains zoned "SG" Sand and Gravel following the withdrawal of the application to rezone to "MUBC" Mixed-Use Business Campus. Under Chapter 155 of the Apple Valley City Code, a data center or technology park use is not a permitted or conditional use in the SG zoning

district. Because the underlying zoning does not allow the proposed use, the CUP cannot be lawfully granted.

2. The proposed data center development is inconsistent with the City's 2040 Comprehensive Plan. Granting a CUP would conflict with the City's planned land use guidance and policies for orderly growth.

3. Conditional Use Permits must ensure compatibility with surrounding land uses, environmental considerations, and public health, safety, and welfare. The proposed data center use, as designed, was intended for a property rezoned to MUBC. Without the rezoning, the proposed use cannot be properly integrated with existing SG-zoned land or surrounding areas, creating potential conflicts with established and planned uses.

4. Chapter 155 of the Apple Valley City Code establishes specific criteria for CUP approval, including compliance with zoning, compatibility with adjacent uses, and conformance with the Comprehensive Plan. The proposed CUP does not meet these standards because the data center use is not permitted in a SG district which the Property is zoned and is inconsistent with the Comprehensive Plan. Therefore, the CUP must be denied.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Apple Valley, Dakota County, Minnesota, that the Applicant's application for the Conditional Use Permit as comprehended under Planning Application No. PC24-23-BCSZ is hereby DENIED in its entirety.

ADOPTED this 26th day of March, 2026.

_____

Clint Hooppaw, Mayor

ATTEST:

_____

Christina M. Scipioni, City Clerk

EXHIBIT A

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Abstract Property.
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The West 10 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
PID NO. 010350001010

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Abstract Property:
The East 10 rods of the West 20 rods of the North 16 rods of the East Half of the Northeast Quarter in Section 35, Township 115, Range 20 West of the 5th Principal Meridian, Dakota County, Minnesota.
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PID NO. 010350003012

From:	Tim Benetti
To:	Drew Johnson; Jennifer Haskamp
Cc:	Liza Robson; russ@nccrealestate.com; Jacob Steen (jsteen@larkinhoffman.com)
Subject:	RE: Rezone application - gravel pit
Date:	Friday, March 6, 2026 3:13:00 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png

---

Drew,
Received and confirmed.

Unless we hear differently, the City of Apple Valley will consider this email an official written request to withdraw the rezoning application request made under Planning Application No. PC24-23-BCSZ.

Thank you, Tim

Tim Benetti | Community Development Director
(952) 953-2576
tim.benetti@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Drew Johnson <Drew@oppidan.com>
Sent: Friday, March 6, 2026 11:00 AM
To: Tim Benetti <tim.benetti@applevalleymn.gov>; Jennifer Haskamp <jhaskamp@swansonhaskamp.com>
Cc: Liza Robson <lizarobson@rockportav.com>; russ@nccrealestate.com; Jacob Steen (jsteen@larkinhoffman.com) <jsteen@larkinhoffman.com>
Subject: Rezone application - gravel pit

Hi Tim & Jennifer,

Oppidan would like to pull the rezoning part of our application.

Rockport just pointed out it would/could have effects on their existing mining permit.

Thank you and please confirm.

-drew

ROCKPORT LLC

ROCKPORT LLC
14800 Galaxie Avenue Suite 105
Apple Valley, Minnesota 55124
MAIN: 952-952-5441

03/10/2026

To: City of Apple Valley

RE: Rockport Property Rezoning

Rockport withdraws permission to the proposed rezoning of its property from Sand and Gravel to Mixed-Use Business Campus under the Oppidan 2024 Application.

Sincerely,

Liza Robson

Liza Robson

ROCKPORT, LLC
VICE PRESIDENT

APPLE VALLEY TECHNOLOGY PARK

UPDATED PLAN SET

FEB. 25, 2025

OPPIDAN

MEMORANDUM

Date: February 25, 2024

To: Mr. Tim Benetti
City of Apple Valley Community Development and Planning
7100 147th St W
Apple Valley, MN 55124

From: Drew Johnson, SVP – Development, Oppidan Investment Company

Subject: Apple Valley Technology Park – Amended Submittal

Dear Mr. Benetti,

Oppidan Development Co., with assistance from our design partners, Kimley Horn and Penney Design Group, has prepared the attached amended submittal for a Conditional Use Permit (CUP), Rezone, Site Plan Review, and Preliminary Plat for the Apple Valley Technology Park project located in the Southwest quadrant of Pilot Knob and CSAH 42. We look forward to working with you on the submittals. In addition to materials previously submitted for city review, attached are the following items for your review:

- Response sheet to questions raised by the staff report, members of the planning commission, and members of the public through 2/5/25 prepared by Oppidan Investment Company.
- Noise Memo dated 2/25/25 prepared by Kimley Horn.
- Overall offsite exhibit dated 2/21/25 prepared by Kimley Horn.
- Technology Park Campus Traffic Comparison dated 2/18/25 prepared by Kimley Horn.
- Site Photometric Plan dated 2/19/25 prepared by Kimley Horn.
- Digital Finish Board dated 2/21/25 prepared by Penney Design Group.
- Water Usage Documentation dated 2/25/2025 prepared by Kimley Horn.
- Site Security Fence Diagram dated 2/21/25 prepared by Kimley Horn.
- Updated Site Landscape Plan date 2/21/2025 prepared by Kimley Horn.
- Updated Overall Site Exhibit dated 2/21/2025 prepared by Kimley Horn.
- Site Phasing Plan dated 2/21/25 prepared by Kimley Horn.
- Generator yard wire frame diagram dated 2/21/25 prepared by Penney Design Group
- Ancillary building elevations and photos prepared by Oppidan Investment Company
- Updated Preliminary Plat dated 2/21/25 prepared by Kimley Horn.
- Updated Site Grading plans dated 2/21/25 prepared by Kimley Horn.
- Fire Truck Turning Diagram dated 2/21/25 prepared by Kimley Horn.
- Truck Circulation Exhibit dated 2/21/2025 Prepared by Kimley Horn.
- Amended monthly water use curve date 2/25/2025 prepared by Oppidan Investment Company.

OPPIDAN

The project team greatly appreciates the City of Apple Valley's consideration of this Conditional Use Permit, Rezone, Site Plan Review, and Preliminary Plat application. If you have any questions or concerns, please feel free to reach out to Katelyn.Olson@kimley-horn.com or 507-216-0362, or myself Drew@oppidan.com or 612-554-1897.

Sincerely,

Drew Johnson
Senior Vice President
Oppidan Investment Company

OPPIDAN

February 25, 2025

After the 2/5/2025 Planning Commission Meeting, Oppidan compiled a list of questions, comments, and feedback from the Public, Staff, and Commissioners. Below are brief responses to items raised at the meeting. Additional Clarification of the project has been provided to City Staff in the form of Exhibits, Memos, Diagrams, and Plans.

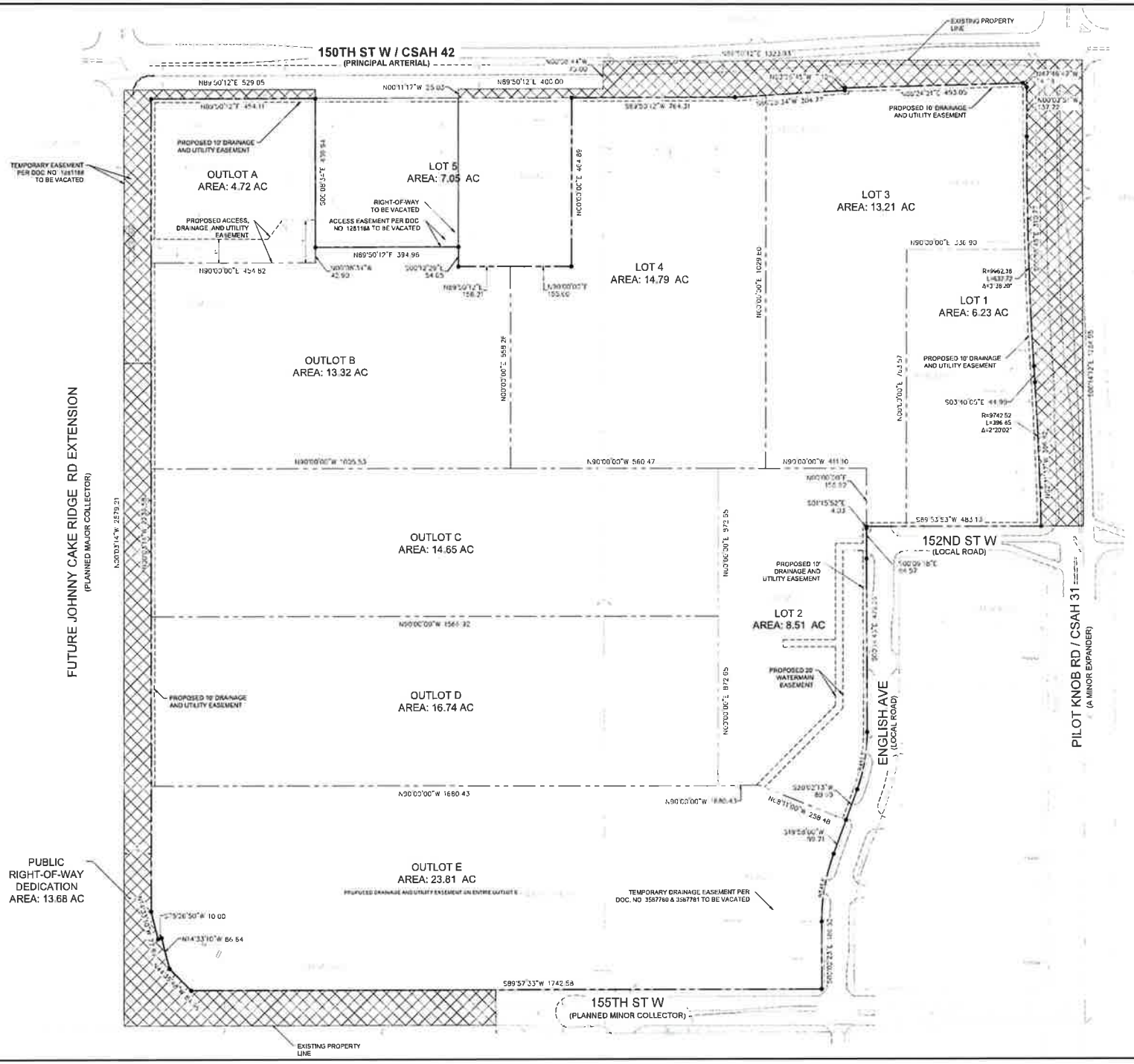
- Job Creation
  - Within Dakota County, MN Deed calculated the Rosemount Data Center created 5,041 Job years in 2023 and 4,944 Job years in 2024. This resulted in $724.4MM in Labor Income and $906.9MM increased GDP.
  - Price Waterhouse Cooper (a National Consulting Firm) conducted an independent study to quantify the economic contributions of the Data center industry. The findings show that in 2023, Minnesota direct job contributions was $8.8B with the indirect operational (Ancillary Jobs) contribution was $32B. This project is expected to grow these numbers.
- Why do I want this close to me?
  - This investment in the City of Apple Valley will increase the tax basis at the mine by roughly $4.5MM by 2030. The Technology park will create over 200 on site "Blue Collar Tech" Jobs as well as roughly 4x the amount of ancillary jobs.
- Provide Number of Contractors in addition to full time jobs
  - Approximately 100-400 contractors depending on season and maintenance cycles.
- Address comment about how we have the same SF as the Lakeville Amazon DC.
  - This project does include similar square footage to the Lakeville Amazon distribution center, although it will be broken up into multiple buildings as a campus style development.
- Does Climate Change effect our cooling water demand?
  - Our current water modeling is based on ASHRAE 2021 climate design conditions. Additionally, our model has a buffer to include any additional climate change impacts.
- Address fire and life safety concerns
  - The submittal is per Apple Valley code for driveway turn radius, width, and stacking. The project will work with the Apple Valley Fire Marshal if there are any additional requirements. Updated Fire Truck Turning diagram has been submitted to the city.
- Clarify what Gravel Areas will be
  - Electrical gear, including generators, are at the rear of each building and will include landscape rock.
- Address truck traffic counts
  - This development will have significantly less traffic than a typical Industrial Development. Signalized. A traffic comparison has been submitted to the city.
- Address Construction traffic concerns
  - Construction traffic will enter at the Johnny Cake Ridge Road and CR 42 signalized intersection where mining operations currently enter the site.

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- Address Operational traffic concerns
  - 250 feet of stacking is provided on English avenue which is more than adequate for normal business hours.
- Address Generator Emissions Concerns
  - This technology park will use EPA Tier 4 emission standards compliant engines. These generators use a variety of techniques to increase fuel efficiency and lower emissions. Tier 4 emissions standards are 93% lower for NOx and 94% lower for particulate matter than a generator certified in the year 2001.
  - These generators are strictly permitted by the Minnesota Pollution Control Agency for compliance with federal EPA standards, and annual operation time is limited under these permits.
- Address construction working hours
  - Construction hours will be Scheduled in accordance with city ordinances. If early or late work is required for safety concerns or the benefit of the community at large, off hours work permits will be applied for with city staff.
- Address compounding noise concerns
  - Please see page 3 of the Apple Valley Technology Park sound memo for information regarding noise. This has been submitted to the city.
- Address use of fire suppression chemicals
  - The buildings are designed with a wet fire suppression system with a nitrogen gas pre-action like many office and industrial buildings.
- Address particulate water run off effecting storm sewer, Jet Tire Example
  - The projects regional ponds will treat Volume, Rate, and Quality prior to any discharge offsite. Road salt and landscape fertilizer are common city-wide elements treated by stormwater ponds.
- Address gen yard gravel as pervious surface?
  - The generator yard is included in the projects impervious calculations.
- Address concern about all Dakota county on same Aquifer
  - The city system currently draws from the Jordan, Mt. Simon, and Prairie du Chien-Jordan aquifers.
- Address amount of fuel onsite.
  - ~868,000 gallons will be stored in belly tanks mounted to the generators. These are closely monitored and reviewed annually by the MNPCA for emissions and compliance.
- Member of Public asked for the commission to research suburban data centers in other markets?
  - Some ideas for research are Columbus, Ohio or Des Moines, Iowa.
- Address plane electronics and if our DC will affect those?
  - Data centers are not emitting frequencies the same way cell phones do. There is no correlation between Data Centers and any affects to Airplane electronics
- Address concerns related to health of those in vicinity
  - There are no significant dangers or health risks associated with living in proximity to a data center.

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- Eagles nest on boundary of mine and Regatta Park
  - There are currently no trees on the premises. Regatta Park is located on a separate parcel of land.



PROPERTY SUMMARY	
LOT 1	6.23 AC
LOT 2	8.51 AC
LOT 3	13.21 AC
LOT 4	14.79 AC
LOT 5	7.05 AC
OUTLOT A	4.72 AC
OUTLOT B	13.32 AC
OUTLOT C	14.65 AC
OUTLOT D	16.74 AC
OUTLOT E	23.81 AC
TOTAL PUBLIC RIGHT-OF-WAY DEDICATION	13.68 AC
EXISTING SUB STATION	3.73 AC
TOTAL PROJECT AREA	136.70 AC

Kimley»Horn

APPLE VALLEY TECHNOLOGY PARK

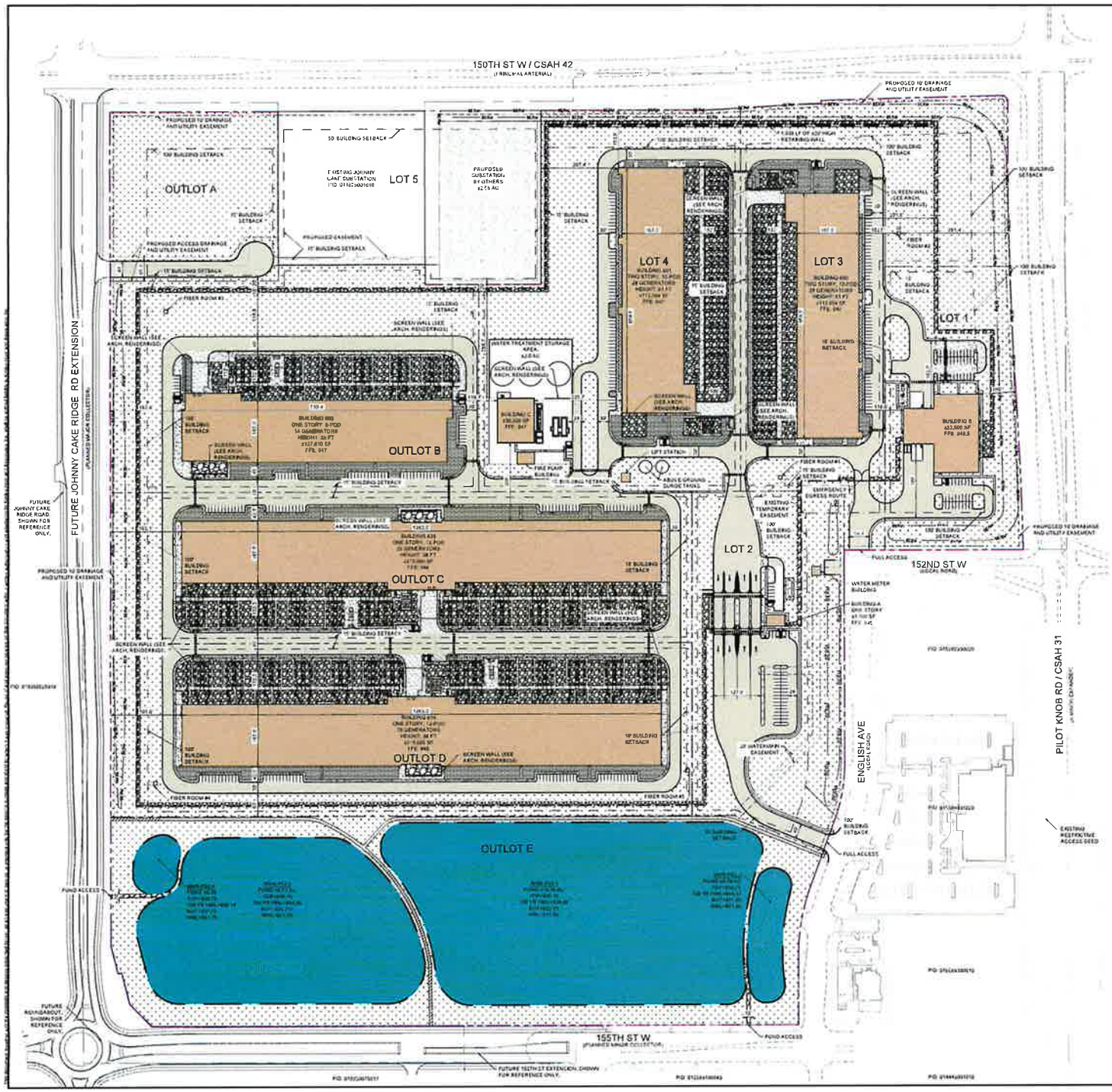
PREPARED FOR

OPPIDAN INVESTMENT CO.

PRELIMINARY PLAT EXHIBIT

SHEET NUMBER

EX-1



SITE PLAN LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- INTERNAL LOT LINES
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED BERM
- PROPOSED PRIMARY SECURITY FENCE
- PROPOSED SECONDARY SECURITY FENCE
- PROPOSED WALL
- PROPOSED 6" CURB AND GUTTER
- PROPOSED BUILDING
- PROPOSED STORMWATER MANAGEMENT AREA
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BITUMINOUS WALK
- PROPOSED LANDSCAPING
- PROPOSED TRAFFICABLE GRAVEL
- PROPOSED NON-TRAFFICABLE GRAVEL
- PROPOSED SUBSTATION YARD GRAVEL PAD. SUBSTATION DESIGN BY OTHERS

NOTES

OVERALL PARKING SUMMARY	
TOTAL PROPOSED PARKING	388 SPACES
REQUIRED ACCESSIBLE PARKING	10 SPACES
PROPOSED ACCESSIBLE PARKING	10 SPACES
TOTAL PROPOSED PARKING (BLDG A)	43 SPACES
TOTAL PROPOSED PARKING (BLDG B)	85 SPACES
TOTAL PROPOSED PARKING (BLDG C)	4 SPACES

PROJECT SUMMARY	
DISTURBED AREA	123.49 AC
EXISTING IMPERVIOUS AREA	0.00 AC
EXISTING PERVIOUS AREA	132.68 AC
NET INCREASE IN IMPERVIOUS AREA	77.66 AC
AREA OF WETLAND IMPACT	0.00 AC

SITE DATA	
EXISTING ZONING	SAND AND GRAVEL (SG)
PROPOSED ZONING	MIXED USE BUSINESS CAMPUS (MUBC)
PARKING SETBACKS	DIRECT REAR = 5 FT PUBLIC STREETS = 20 FT ABUTTING RESIDENTIAL LOT = 20 FT
BUILDING SETBACKS	REAR = 100 FT PRINCIPAL/MINOR ARTERIAL STREET = 100 FT COMMUNITY/NEIGHBORHOOD COLLECTORS = 40 FT SIDE = 15 FT REAR = 15 FT ABUTTING RESIDENTIAL = 30 FT

BUILDING DATA	
TOTAL BUILDING AREA	±811,000 SF
PERCENT OF TOTAL PROPERTY AREA	±14.7 %

LOT SUMMARY			
LOT NAME	PERVIOUS	IMPERVIOUS	TOTAL
OUTLOT A	3.88 AC	0.74 AC	4.72 AC
OUTLOT B	5.70 AC	7.62 AC	13.32 AC
OUTLOT C	2.25 AC	12.55 AC	14.80 AC
OUTLOT D	4.56 AC	12.15 AC	16.74 AC
OUTLOT E	8.01 AC	14.8 AC	23.81 AC
LOT 1	3.68 AC	3.55 AC	8.23 AC
LOT 2	5.23 AC	3.27 AC	8.50 AC
LOT 3	5.88 AC	7.23 AC	13.11 AC
LOT 4	5.40 AC	7.34 AC	14.74 AC
LOT 5	2.25 AC	4.70 AC	7.05 AC
DEDICATED ROW	10.88 AC	8.00 AC	17.88 AC
TOTAL	58.01 AC	77.88 AC	136.70 AC

811 Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

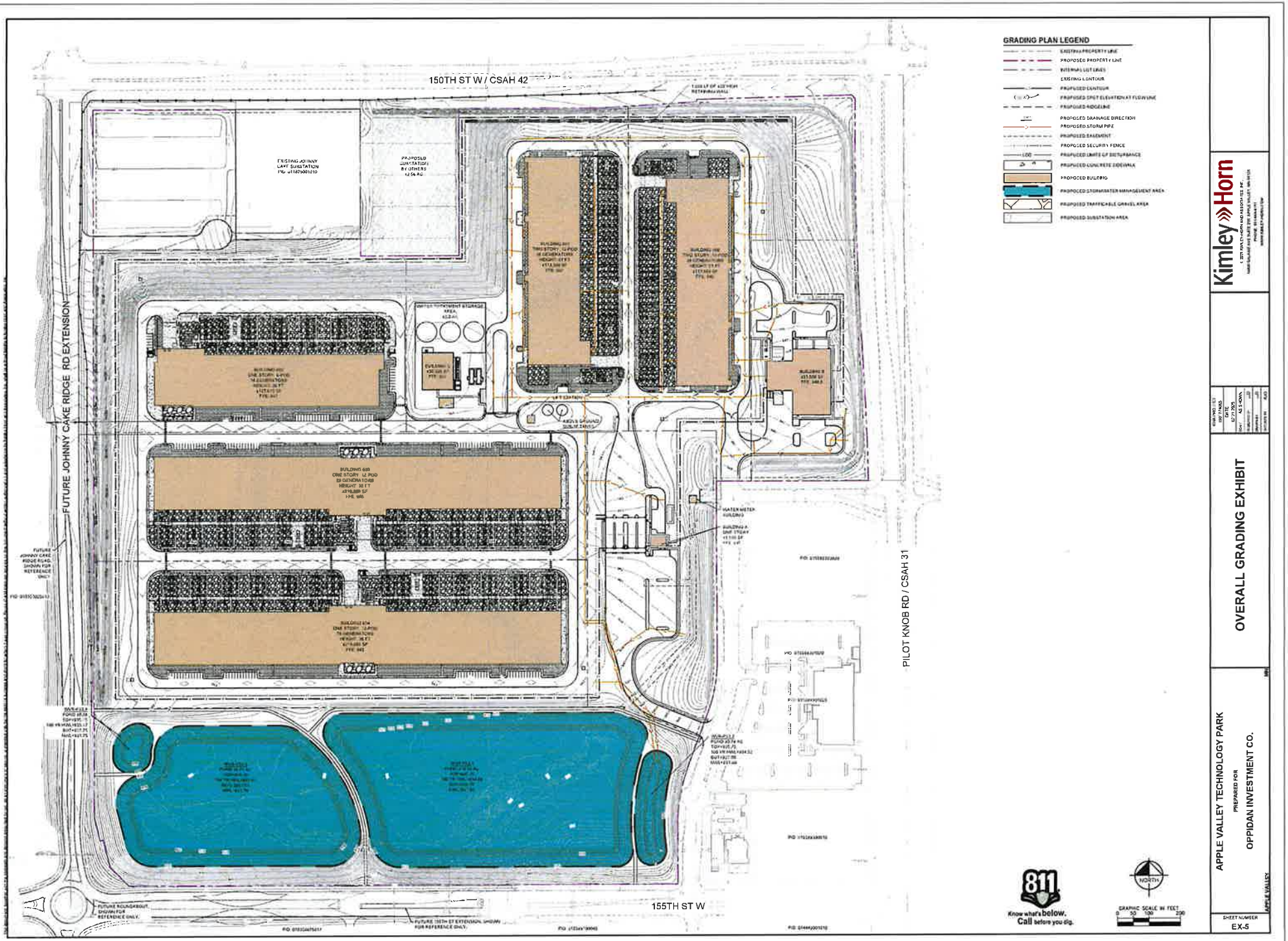
Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1600 EAGLE VIEW BLVD, SUITE 200, APPLE VALLEY, MN 55124
PHONE: 651-645-0494
WWW.KIMLEY-HORN.COM

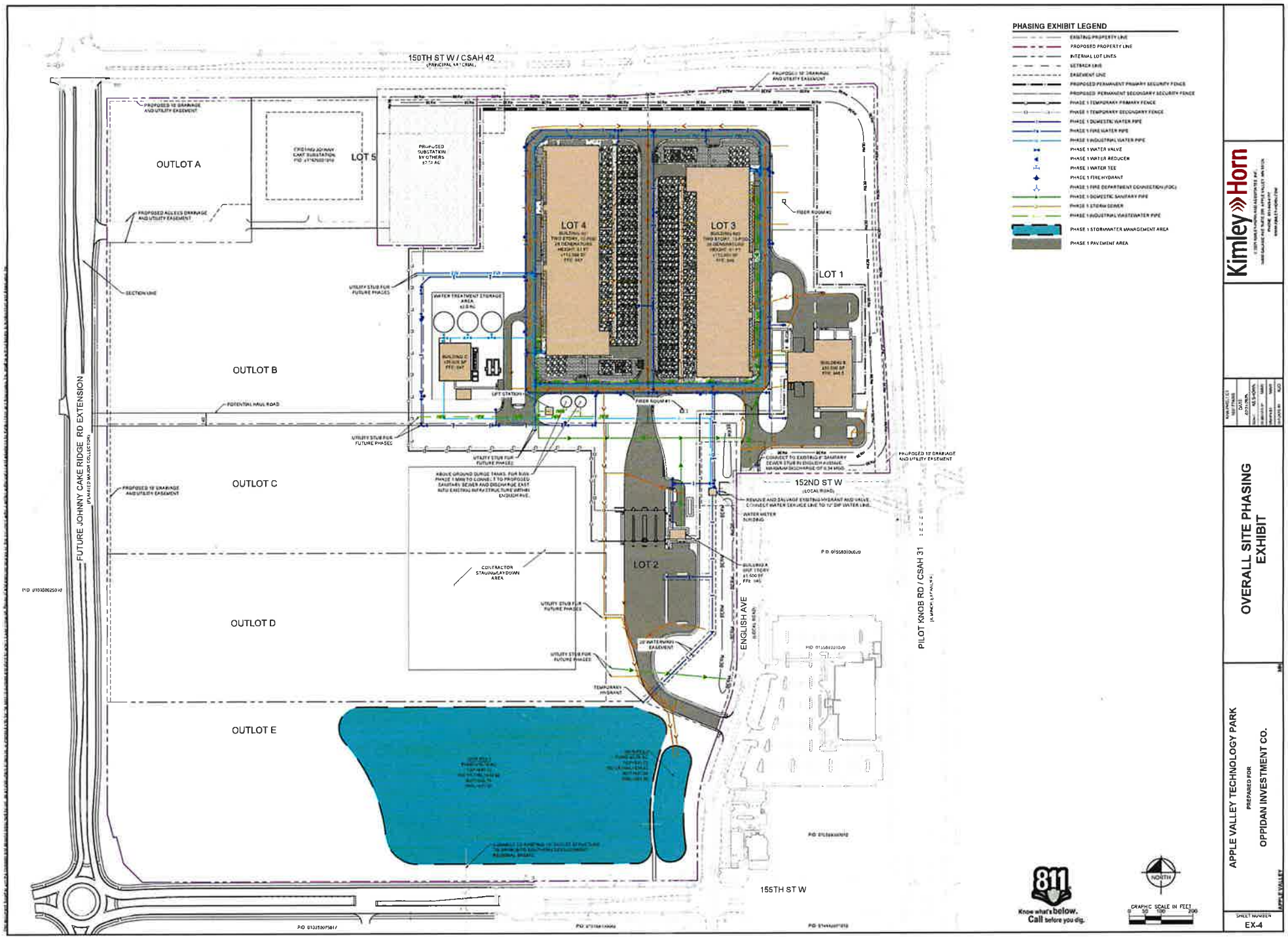
NO.	BY	DATE
1	AMR	03.21.25

APPLE VALLEY TECHNOLOGY PARK
PREPARED FOR
OPPIDAN INVESTMENT CO.

OVERALL SITE EXHIBIT

SHEET NUMBER
EX-3


150TH ST W / CSAH 42
FUTURE JOHNNY CAKE RIDGE RD EXTENSION
PILOT KNOB RD / CSAH 31
155TH ST W
EXISTING JOHNNY CAKE SUBSTATION
PROPOSED JUNCTION BY OTHERS
GRADING PLAN LEGEND
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
INTERNAL LOT LINES
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED SPOT ELEVATION AT FLOW LINE
PROPOSED RIDGELINE
PROPOSED DRAINAGE DIRECTION
PROPOSED STORM PIPE
PROPOSED EASEMENT
PROPOSED SECURITY FENCE
PROPOSED LIMITS OF DISTURBANCE
PROPOSED CONCRETE SIDEWALK
PROPOSED BUILDING
PROPOSED STORMWATER MANAGEMENT AREA
PROPOSED TRAFFICABLE GRAVEL AREA
PROPOSED SUBSTATION AREA
Know what's below. Call before you dig.
NORTH
GRAPHIC SCALE IN FEET
0 50 100 200
Kimley»Horn
APPLE VALLEY TECHNOLOGY PARK
PREPARED FOR
OPPIDAN INVESTMENT CO.
OVERALL GRADING EXHIBIT
SHEET NUMBER
EX-5



Kimley»Horn

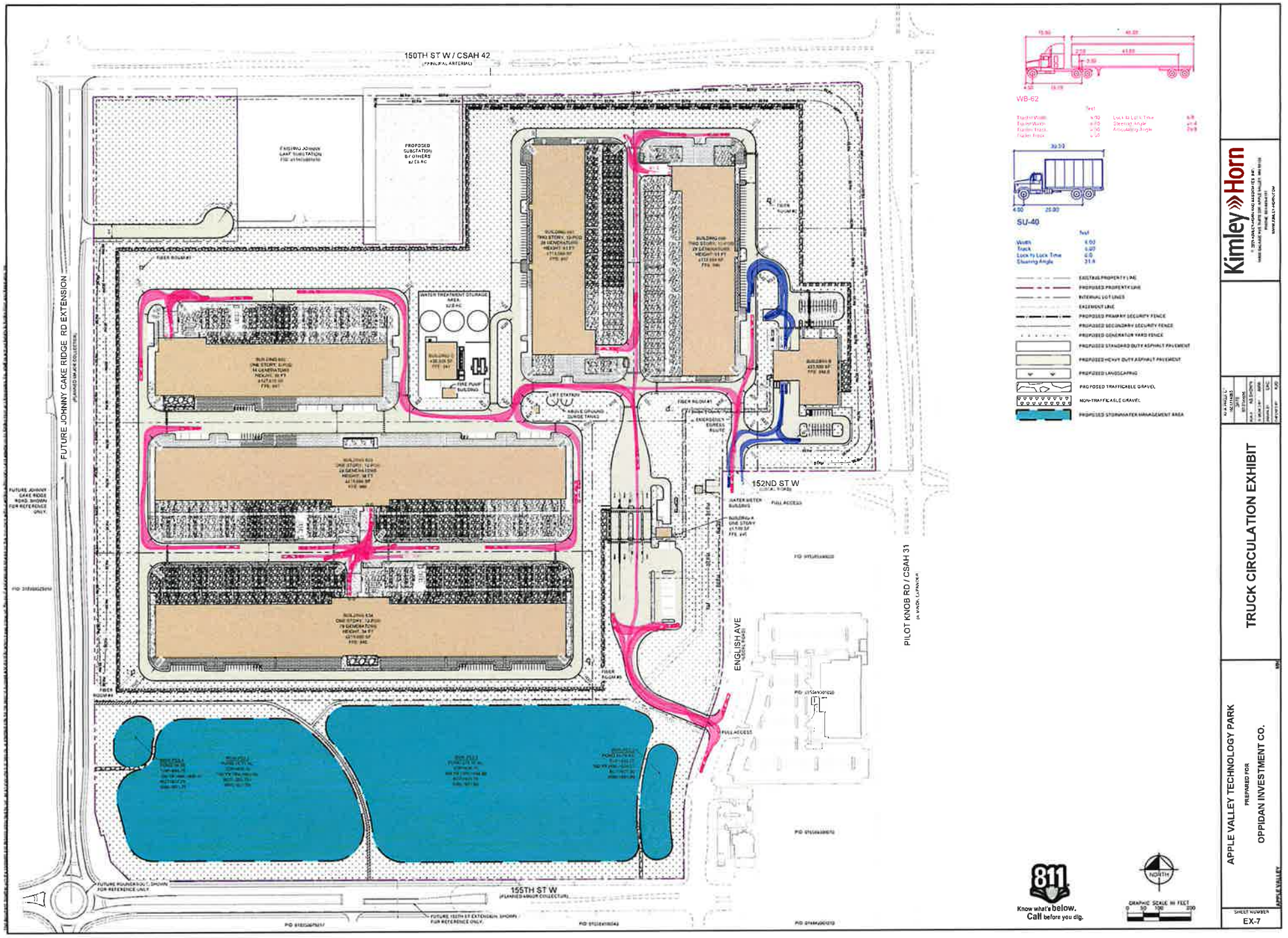
OVERALL SITE PHASING EXHIBIT

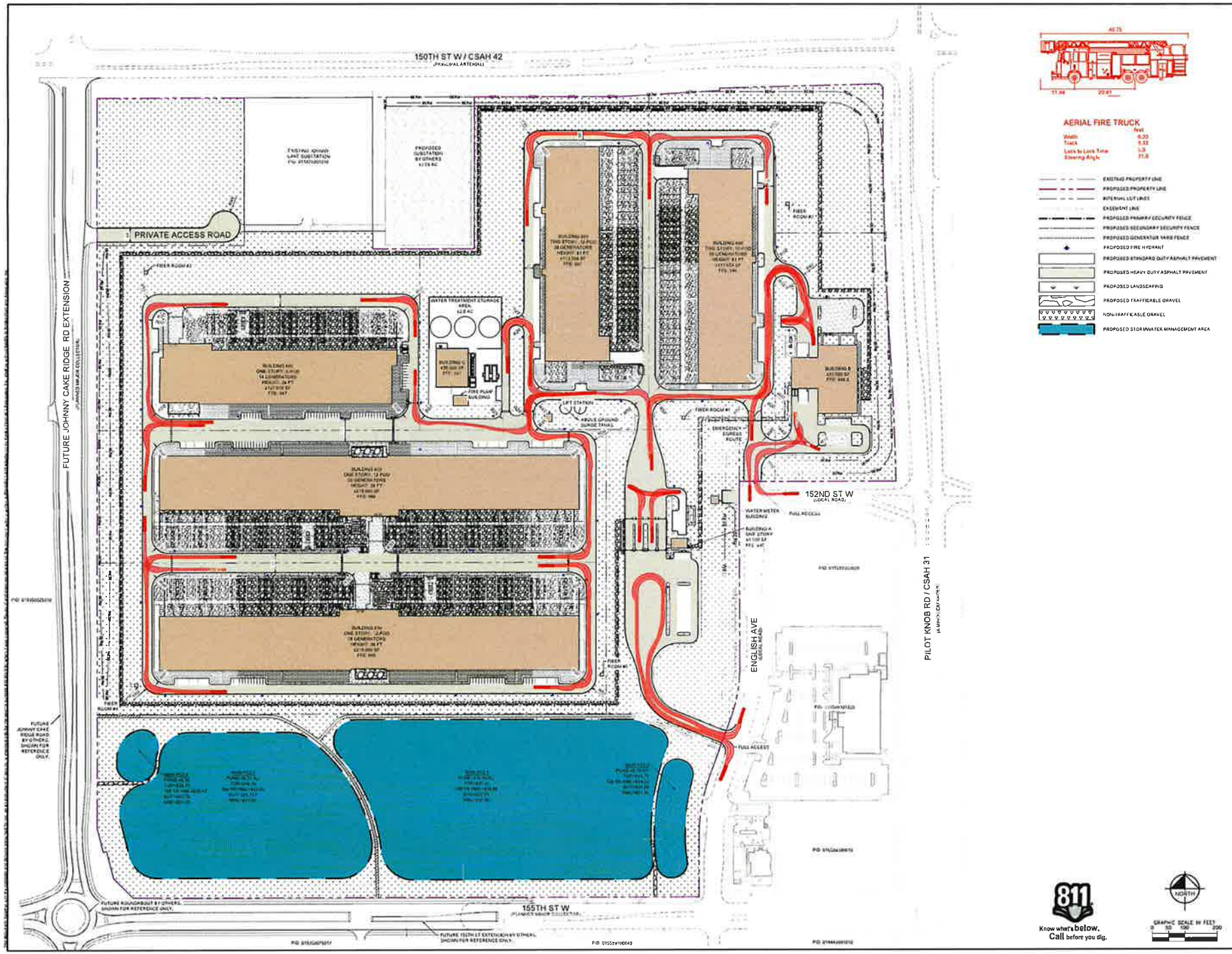
APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR

OPPIDAN INVESTMENT CO.

SHEET NUMBER
EX-4


150TH ST W / CSAH 42
(PRINCIPAL ARTERIAL)
FUTURE JOHNNY CAKE RIDGE RD EXTENSION
(PLANNED MINOR COLLECTOR)
EXISTING JOHNNY CAKE SUBSTATION
PROPOSED SUBSTATION BY OTHERS
WATER TREATMENT STORAGE AREA
FIRE PUMP BUILDING
LIFT STATION
ABOVE GROUND SURGE TANKS
EMERGENCY EGRESS ROUTE
WATER METER BUILDING
FULL ACCESS
152ND ST W
PILOT KNOB RD / CSAH 31
(E MAIN CAPACITY)
ENGLISH AVE
FUTURE ROUNDABOUT, SHOWN FOR REFERENCE ONLY
155TH ST W
(PLANNED MINOR COLLECTOR)
FUTURE 155TH ST EXTENSION, SHOWN FOR REFERENCE ONLY
FUTURE JOHNNY CAKE RIDGE ROAD, SHOWN FOR REFERENCE ONLY
FIBER ROUTE #1
FIBER ROUTE #2
FIBER ROUTE #3
FIBER ROUTE #4
WB-62
SU-40
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
INTERNAL LOT LINES
EASEMENT LINE
PROPOSED PRIMARY SECURITY FENCE
PROPOSED SECONDARY SECURITY FENCE
PROPOSED GENERATOR YARD FENCE
PROPOSED STANDARD DUTY ASPHALT PAVEMENT
PROPOSED HEAVY DUTY ASPHALT PAVEMENT
PROPOSED LANDSCAPING
PROPOSED TRAFFICABLE GRAVEL
NON-TRAFFICABLE GRAVEL
PROPOSED STORMWATER MANAGEMENT AREA
811
Know what's below.
Call before you dig.
NORTH
GRAPHIC SCALE IN FEET
0 50 100 200
Kimley»Horn
APPLE VALLEY TECHNOLOGY PARK
PREPARED FOR
OPPIDAN INVESTMENT CO.
TRUCK CIRCULATION EXHIBIT
SHEET NUMBER
EX-7

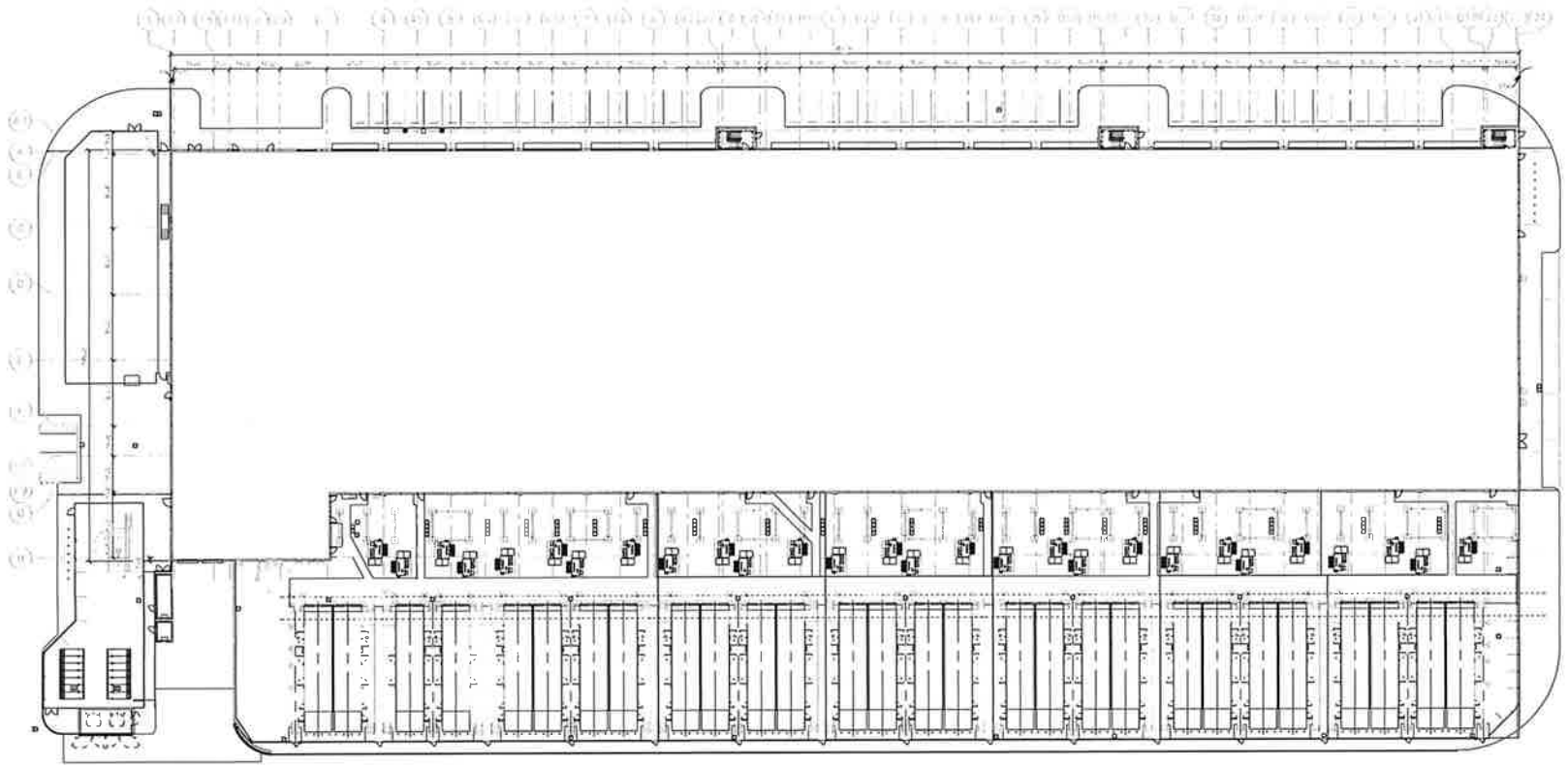


Kimley»Horn

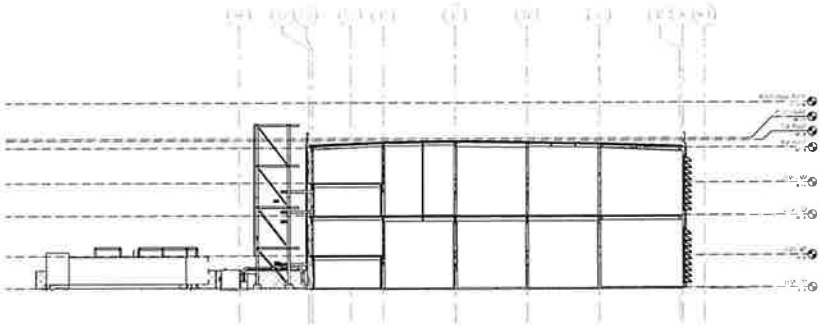
FIRE TRUCK
CIRCULATION EXHIBIT

APPLE VALLEY TECHNOLOGY PARK
PREPARED FOR
OPPIDAN INVESTMENT CO.

SHEET NUMBER
EX-6



1 ARCHITECTURAL LEVEL 01 OVERALL GEN. YARD PLAN



2 OVERALL BUILDING SECTION N-S A
SCALE: 1" = 20'-0"

SUPERSEDED
INSPECTION PROJECT

AHJ STAMP

CONFIDENTIAL

PROJECT ADDRESS

PROJECT DELIVERY PACKAGE
PERMIT

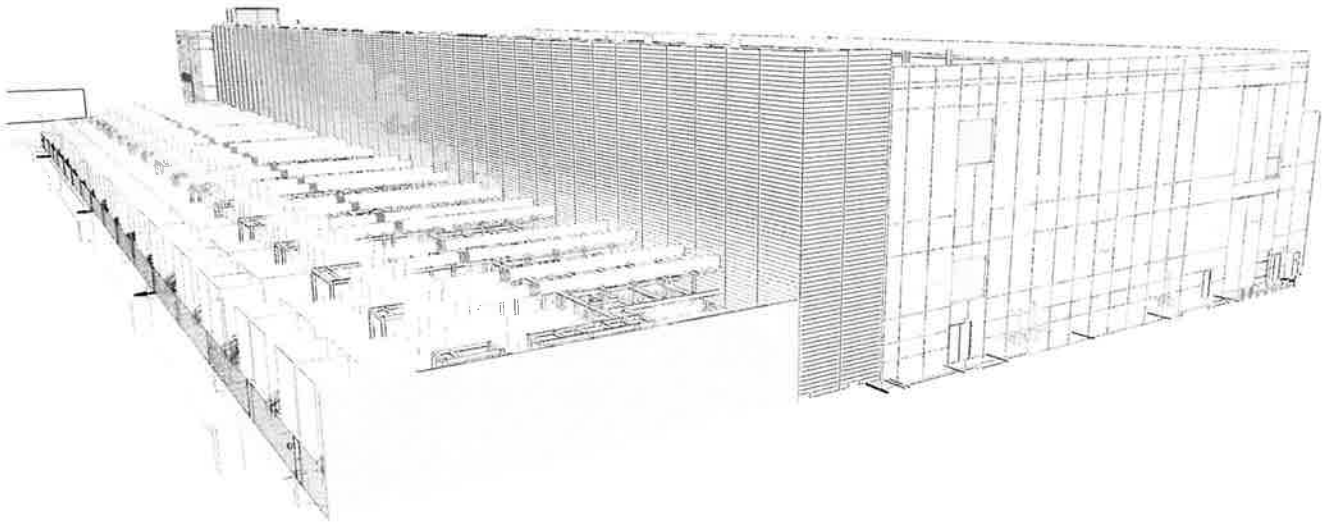
PRELIMINARY

LEGAL NOTICE

BUILDING C

ARCHITECTURAL GEN. YARD & SECTION

A-09033



1 MECHANICAL SCREEN WALL - PERSPECTIVE
SCALE

SUPERSEDED
INSPECTION PROJECT

AHJ STAMP

CONFIDENTIAL

PROJECT ADDRESS

PROJECT DELIVERY PACKAGE

PERMIT

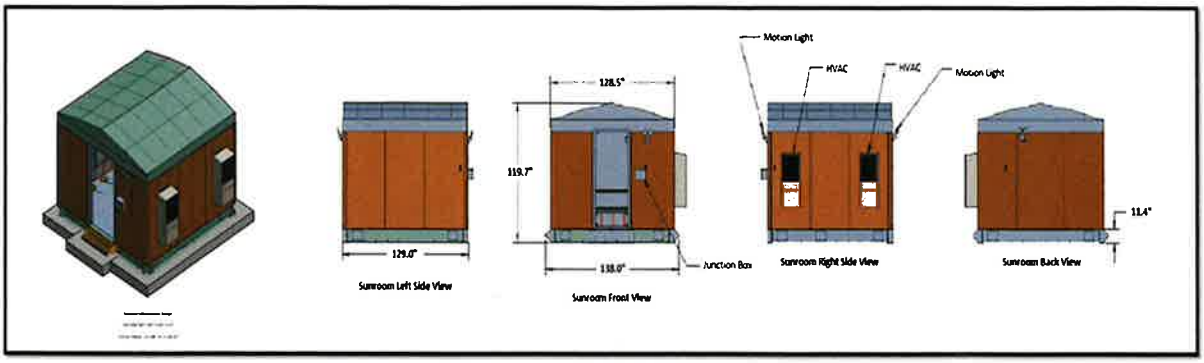
PRELIMINARY

LEGAL NOTICE

ARCHITECTURAL PERSPECTIVE

A-08C01

Sun Room



*Design intent. Final finishes will be in accordance with Apple Valley Zoning Code

Lift Station and Meter House



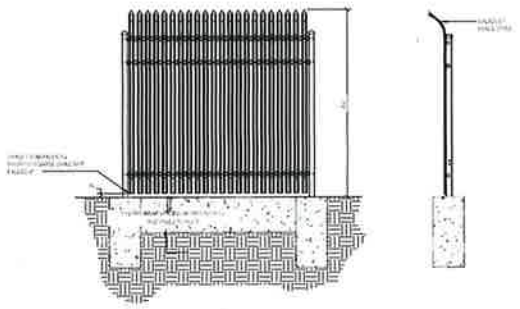
*Design intent. Final finishes will be in accordance with Apple Valley Zoning Code

Access Control Building

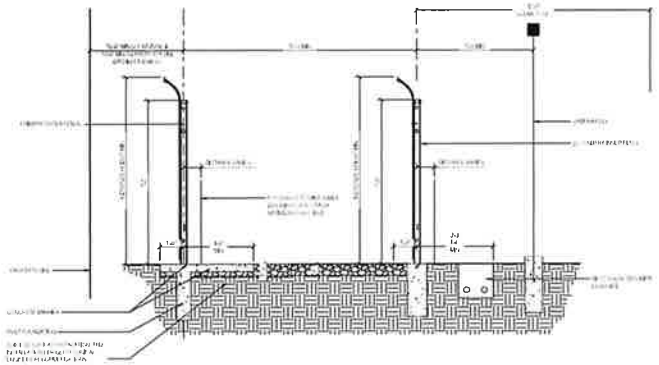




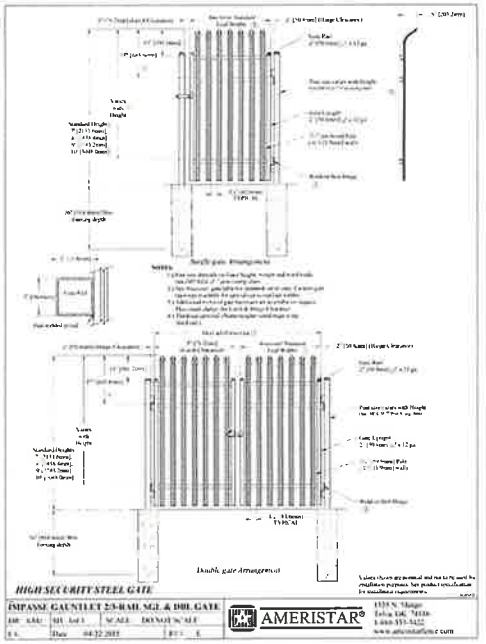
*Design intent. Final finishes will be in accordance with Apple Valley Zoning Code



1 PRIMARY OUTER FENCE - PICKETS



2 AMERISTAR IMPASSE II ANTI-SCALE GAUNTLET STYLE PRIMARY OUTER FENCE DETAIL WITH ANTI-DIG



3 IMPASSE II GAUNTLET GATE

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APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR

OPPIDAN INVESTMENT CO.

FENCE DETAILS

SHEET NUMBER

EX-9

CORRUGATED METAL PANEL



PAC CLAD 'STONE WHITE'

PAC CLAD 'GRANITE'

PAC CLAD 'SLATE GRAY'



CORRUGATED METAL PANEL PROFILE

NON-CORRUGATED METAL PANEL



METL SPAN 'SNOW WHITE'

METL SPAN 'REGAL GRAY'

METL SPAN 'SMOKE GRAY'

METL SPAN 'TUNDRA'

METL SPAN 'SLATE GRAY'

METL SPAN 'BURNISHED SLATE'

ALPOLIC
'CNC CHARCOAL'

EXTERIOR PAINT - TEXTURED CONCRETE PANEL
(COMFLEX ULTRACRETE ACRYLIC TEXTURE COATING MEDIUM)



SHERWIN-WILLIAMS
'CITYSCAPE' SW 7067

SHERWIN-WILLIAMS
'VERSATILE GRAY'
SW 6072

SHERWIN-WILLIAMS
'DRIFT OF MIST' SW 9166

METAL LOUVER



CLEAR ANODIZED FINISH

EXTERIOR MATERIALS

TAG	MANUFACTURER	FINISH
MP-1	METAL PANEL	ACRYLIC FINISH COATING
MP-2	METAL PANEL	CORRUGATED METAL PANEL - PAC-CLAD GRANITE
MP-3	METAL PANEL	CORRUGATED METAL PANEL - PAC-CLAD SLATE GRAY
MP-4	METAL PANEL	CORRUGATED METAL PANEL - PAC-CLAD STONE WHITE
MP-5	METAL PANEL	METAL PANEL - METL SPAN SNOW WHITE
MP-6	METAL PANEL	METAL PANEL - METL SPAN REGAL GRAY
MP-7	METAL PANEL	METAL PANEL - METL SPAN SMOKE GRAY

TAG	MANUFACTURER	FINISH
MP-8	METAL PANEL	METAL PANEL - METL SPAN TUNDRA
MP-9	METAL PANEL	METAL PANEL - METL SPAN SLATE GRAY
MP-10	METAL PANEL	METAL PANEL - METL SPAN BURNISHED SLATE
EP-1	EXTERIOR PAINT	SHERWIN-WILLIAMS CITYSCAPE SW 7067
EP-2	EXTERIOR PAINT	SHERWIN-WILLIAMS VERSATILE GRAY SW 6072
EP-3	EXTERIOR PAINT	SHERWIN-WILLIAMS DRIFT OF MIST SW 9166
-	METAL LOUVER	CLEAR ANODIZED FINISH

NOTE: *METAL SIDING CATALOG TO MATCH SPECIFICATION ABOVE.
**PANEL LAYOUT SHALL BE LOCKED IN AT CD SUBMITTAL. NO MODIFICATIONS TO DESIGN INTENT LEADING TO ELEVATION CHANGES SHALL BE MADE AFTER CD SUBMITTAL WITHOUT PRIOR ARCHITECT APPROVAL.

PENNEY DESIGN GROUP
8120 Woodmont Avenue | Suite 750 | Bethesda, Maryland 20814
p 301 913 7600 | f 301 910 6184 | www.penneydesign-group.com

Digital Finish Board
MSP Campus
02/21/2025

Apple Valley Technology Park
Apple Valley, MN

DFB-1
SCALE:
NOT TO SCALE
30 x 42

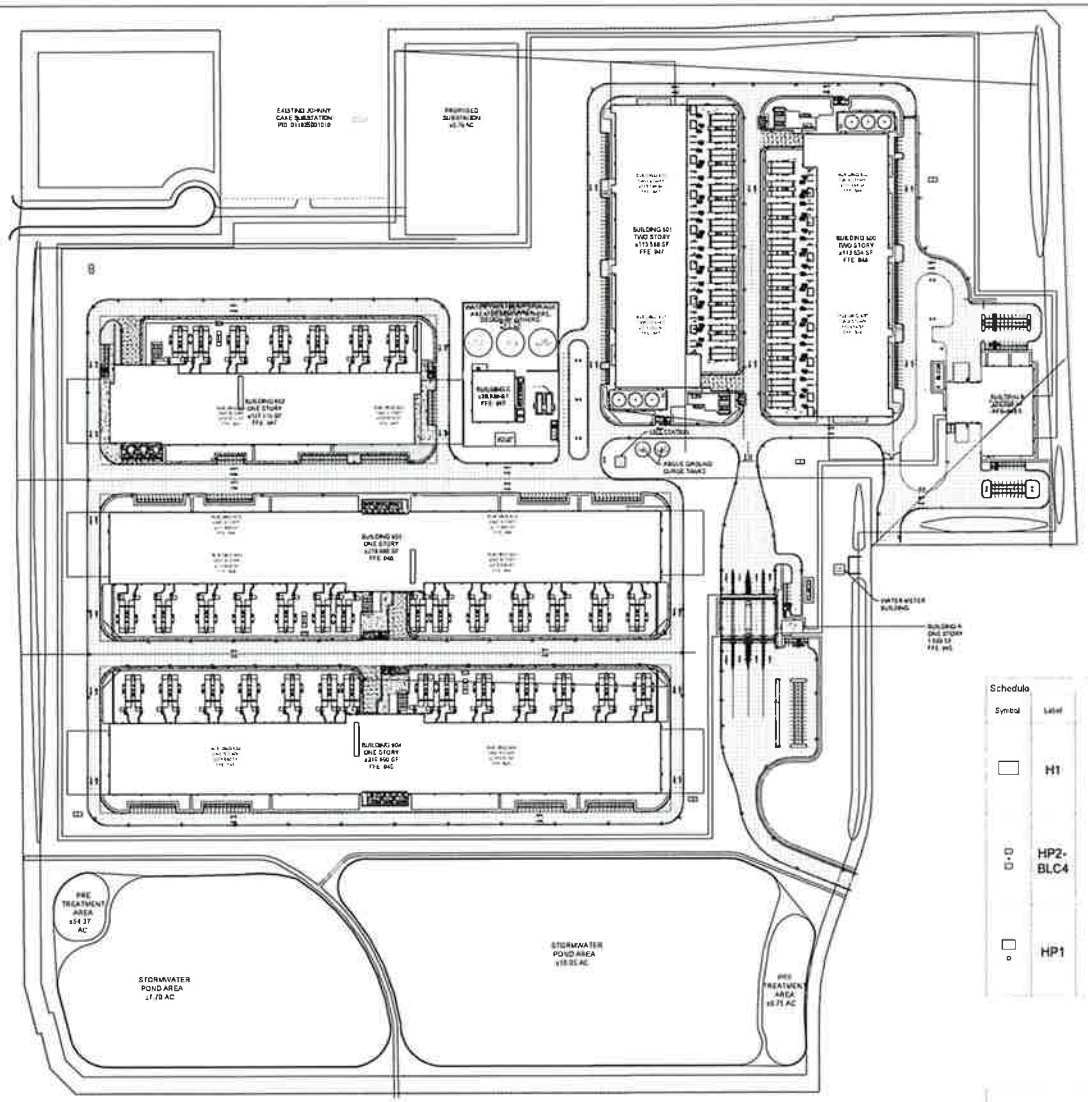
18-Feb-25

Technology Campus Traffic vs. Mixed Development Comparison

	DAILY TRIPS	AM PEAK TRIPS	PM PEAK TRIPS
Mixed Development (Office/Industrial/Retail)	19249	1323	1475
Technology Campus	1614	179	147
Difference (Less Trips)	**17635**	**1144**	**1328**

*Traffic based upon 2024 AUAR

Dated 2/19/25

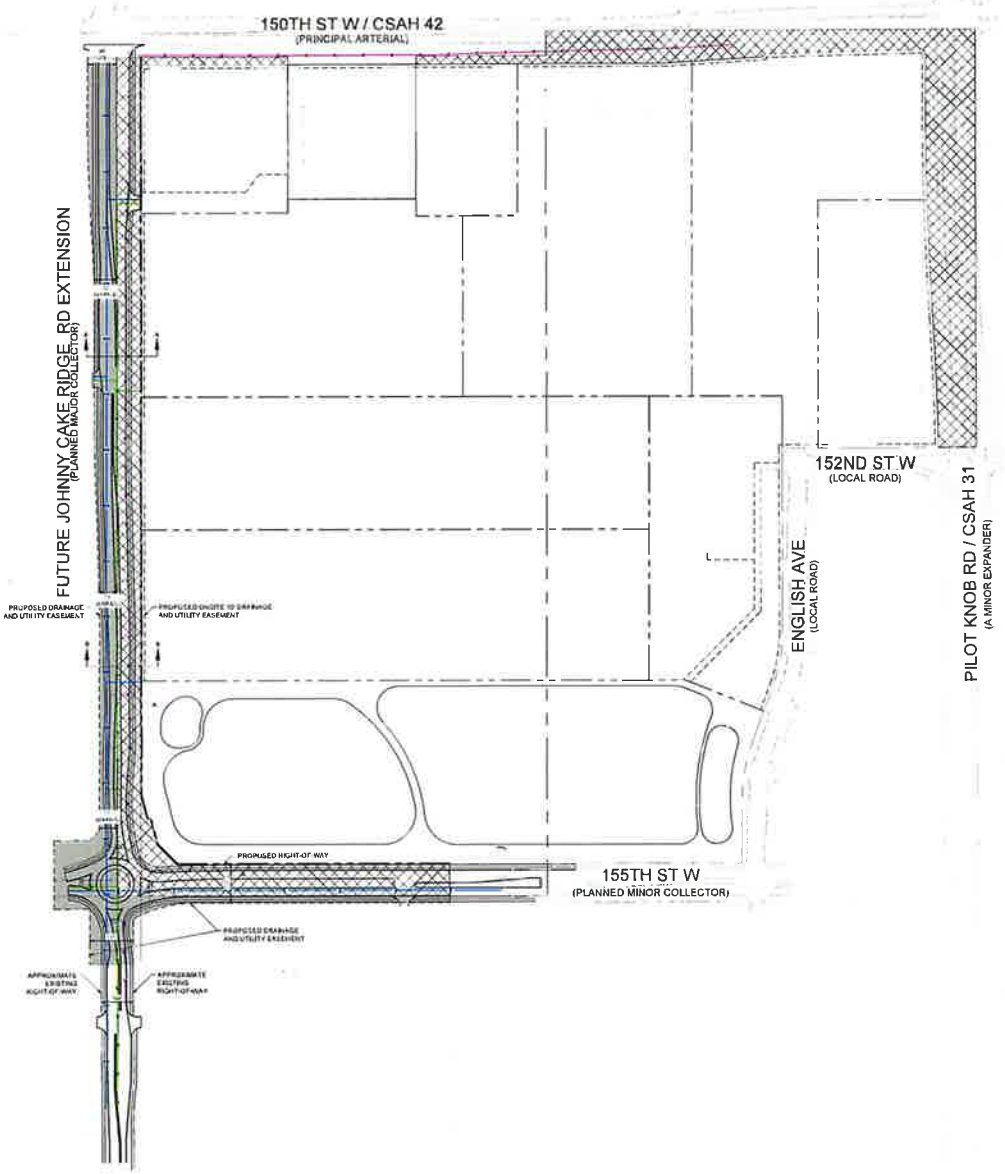


Schedule

Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	H1		202	Lithonia Lighting	DSX1 LED P3 30K 70CRI T4M	D-Series Size 0 Area Luminaire P3 Performance Package 3000K CCT 70 CRI Type 4 Medium	1	12271	0.9	90.12	
	HP2-BLC4		14	Lithonia Lighting	DSX1 LED P3 30K 80CRI T3M	D-Series Size 1 Area Luminaire P3 Performance Package 3000K CCT 80 CRI Type 3 Medium - 180 degree orientation	1	11969	0.85	204.24	
	HP1		146	Lithonia Lighting	DSX0 LED P5 30K 70CRI T4M	D-Series Size 0 Area Luminaire P5 Performance Package 3000K CCT 70 CRI Type 4 Medium	1	11774	0.9	90.12	

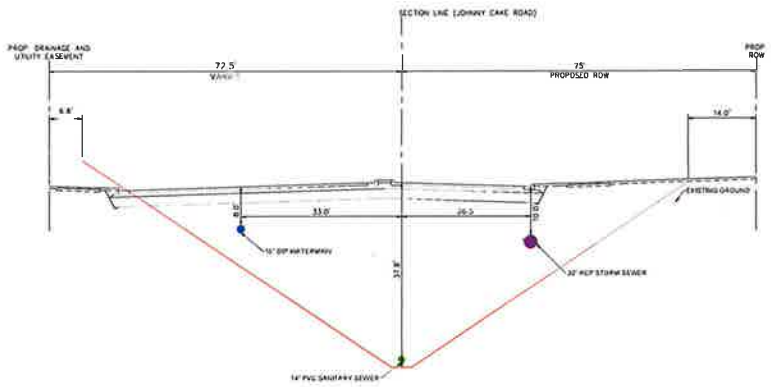
Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Building 600	+	1.9 fc	3.7 fc	1.0 fc	3.7:1	1.9:1
Building 601	+	2.1 fc	3.9 fc	0.9 fc	4.3:1	2.3:1
Building 602	+	1.8 fc	3.7 fc	0.9 fc	4.1:1	2.0:1
Building 603	+	1.9 fc	3.4 fc	0.9 fc	3.8:1	2.1:1
Building 604	+	2.1 fc	3.9 fc	1.0 fc	3.9:1	2.1:1
Building B North Lot	+	1.9 fc	4.0 fc	1.0 fc	4.0:1	1.9:1
Building B South Lot	+	2.1 fc	3.8 fc	0.9 fc	4.2:1	2.3:1
Driveway North	+	2.0 fc	3.7 fc	0.9 fc	4.1:1	2.2:1
Driveway South	+	2.4 fc	5.5 fc	0.9 fc	6.1:1	2.7:1
Property Line	+	0.0 fc	0.4 fc	0.0 fc	N/A	N/A
Security Gate	+	4.5 fc	7.1 fc	2.8 fc	2.5:1	1.6:1

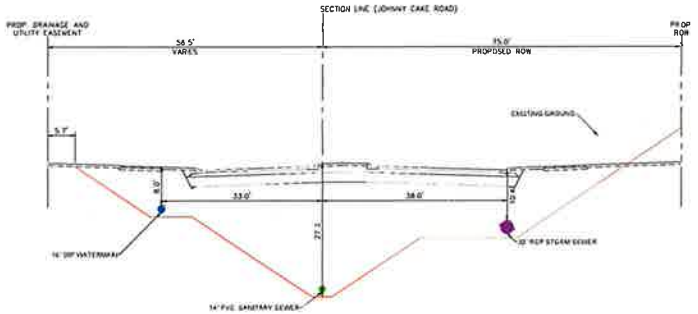


OFFSITE LEGEND

- EXISTING PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT
- PROPOSED PUBLIC DOMESTIC WATER PIPE
- PROPOSED PUBLIC DOMESTIC SANITARY PIPE
- PROPOSED PUBLIC STORM SEWER PIPE
- APPROXIMATE UTILITY TRENCH
- PROPOSED ROW DEDICATION AREA 13.88 AC
- PROPOSED OFFSITE DRAINAGE AND UTILITY EASEMENT AREA 5.86 AC



PROPOSED TYPICAL SECTION A–A
SCALE: 1" : 10'



PROPOSED TYPICAL SECTION B–B
SCALE: 1" : 10'

NORTH

GRAPHIC SCALE IN FEET
0 75 150 300

Kimley»Horn

FOR REFERENCE ONLY

DRAWING LIST	
DESCRIPTION	
DATE	8/27/2025
SCALE	AS SHOWN
DESIGNED	JJD
DRAWN	TMT
CHECKED	KMS

OVERALL OFFSITE EXHIBIT

APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR
OPPIDAN INVESTMENT CO.

SHEET NUMBER
EX-2

Kimley»Horn

February 25, 2025

Drew Johnson
Senior Vice President of Development

Subject: ***Apple Valley Technology Campus – Noise Study***
Apple Valley, Minnesota

Executive Summary

The purpose of this technical memorandum is to summarize the measured existing noise levels and the evaluated noise levels associated with the operational equipment expected to be located at the proposed Apple Valley Technology Campus in Apple Valley, MN. The proposed facility is generally located north of 157th Street W, west of Pilot Knob Road, east of Flagstaff Avenue, and south of 150th Street W. The proposed Apple Valley Technology Campus will be located on an existing gravel mine that is surrounded by County and City streets with residential and commercial land uses beyond. The closest residential structure is across Pilot Knob Road, which is approximately 250 feet east of the property line. The location of the proposed Apple Valley Data Center is shown in **Figure 1**.

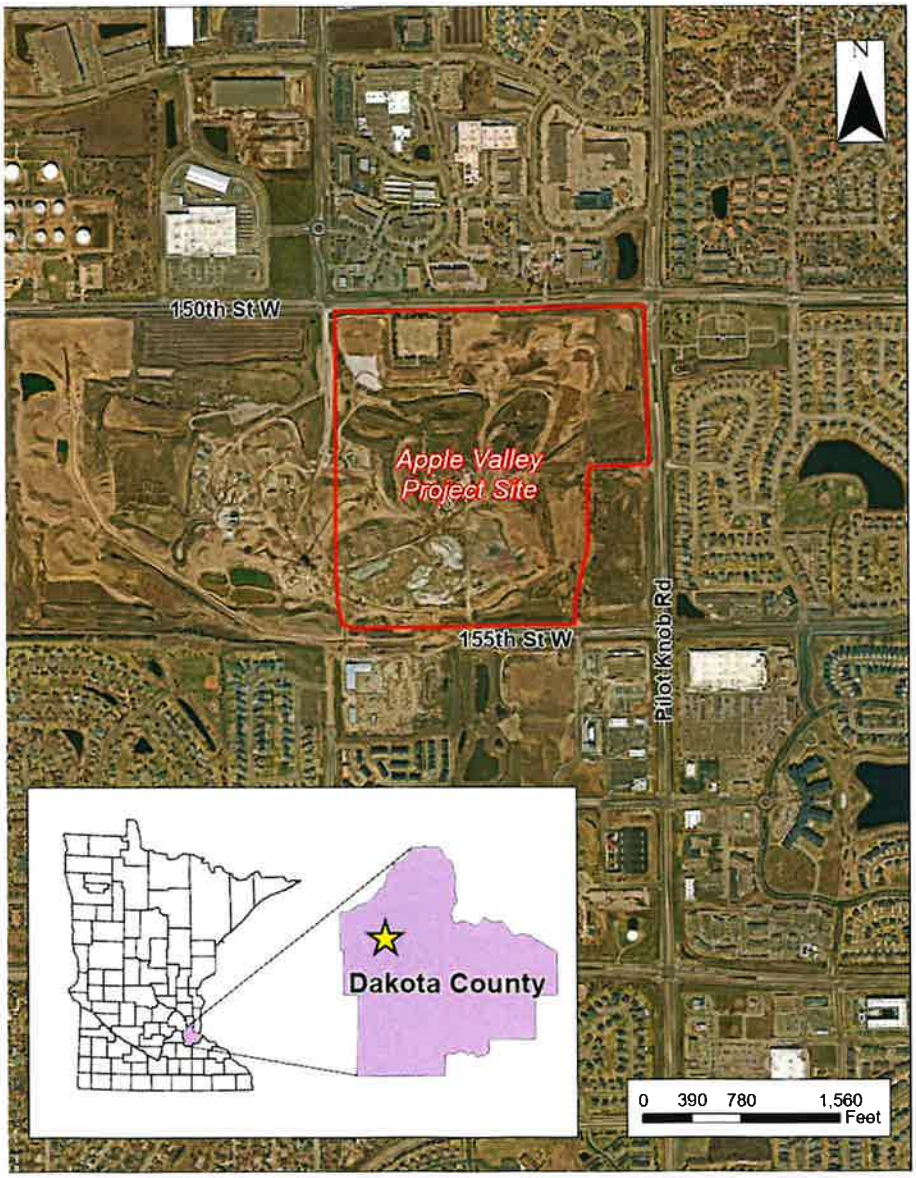
Analysis Findings

- *The proposed Apple Valley Technology Campus will be located on an existing gravel mine that is surrounded by County and City streets with residential and commercial land uses beyond. A L_{50} noise level goal of 50 dB(A) and L_{10} noise level goal of 55 dB(A) at the noise-sensitive land uses around the site was established based on the nighttime code limits for the receivers in accordance with Minnesota rules.*
    - *Operational noise levels are anticipated to be approximately 40 dB(A) at the closest noise-sensitive land uses around the site during normal operations, which is compliant with Minnesota rules.*
    - *Existing conditions near residential receivers were monitored and observed to have sound levels above the current nighttime code limits due to nearby roadway noise.*
- *It should be noted that the City of Apple Valley's ordinance does not have an exemption for generator maintenance or emergency conditions (power outages) so those conditions were evaluated in addition to typical operations.*
    - *During generator maintenance activities, noise levels are anticipated to be approximately 46 dB(A) at the closest noise-sensitive land uses around the site.*
    - *During an emergency generator usage scenario caused by an electrical grid failure, noise levels are anticipated to be approximately 56 dB(A) at the closest noise-sensitive land use.*
- *Based upon these findings, the Site is compliant with Minnesota rules for typical and maintenance operations. During emergency situations, noise levels for the sensitive receptors along Pilot Knob Road are within Minnesota daytime limits but are above nighttime limits. However, the noise levels during emergency situations are still below existing noise levels from the surrounding street network.*

Project Description

The proposed Apple Valley Technology Campus will consist of five data center buildings located on approximately 134 acres of unused land in Apple Valley, MN. It was assumed that the primary noise on the site will consist of emergency generators located in generator yards adjacent to the proposed data center buildings, fans located on the roofs of the data center buildings, and louvers located on the sides of the proposed buildings.

Figure 1: Site Location and Vicinity



Characteristics of Noise

Noise is generally defined as unwanted sound. It is emitted from many natural and man-made sources. Sound pressure levels are usually measured and expressed in decibels (dB). The decibel scale is logarithmic and expresses the ratio of the sound pressure unit being measured to a standard reference level. Most sounds occurring in the environment do not consist of a single frequency, but rather a broad band of differing frequencies. The intensities of each frequency add together to generate sound. Because the human ear does not respond to all frequencies equally, the method commonly used to quantify environmental noise consists of evaluating all of the frequencies of a sound according to a weighting system. It has been found that the A-weighted decibel [dB(A)] filter on a sound level meter, which includes circuits to differentially measure selected audible frequencies, best approximates the frequency response of the human ear.

The degree of disturbance from exposure to unwanted sound – noise – depends upon three factors:

1. The amount, nature, and duration of the intruding noise
2. The relationship between the intruding noise and the existing sound environment; and
3. The situation in which the disturbing noise is heard

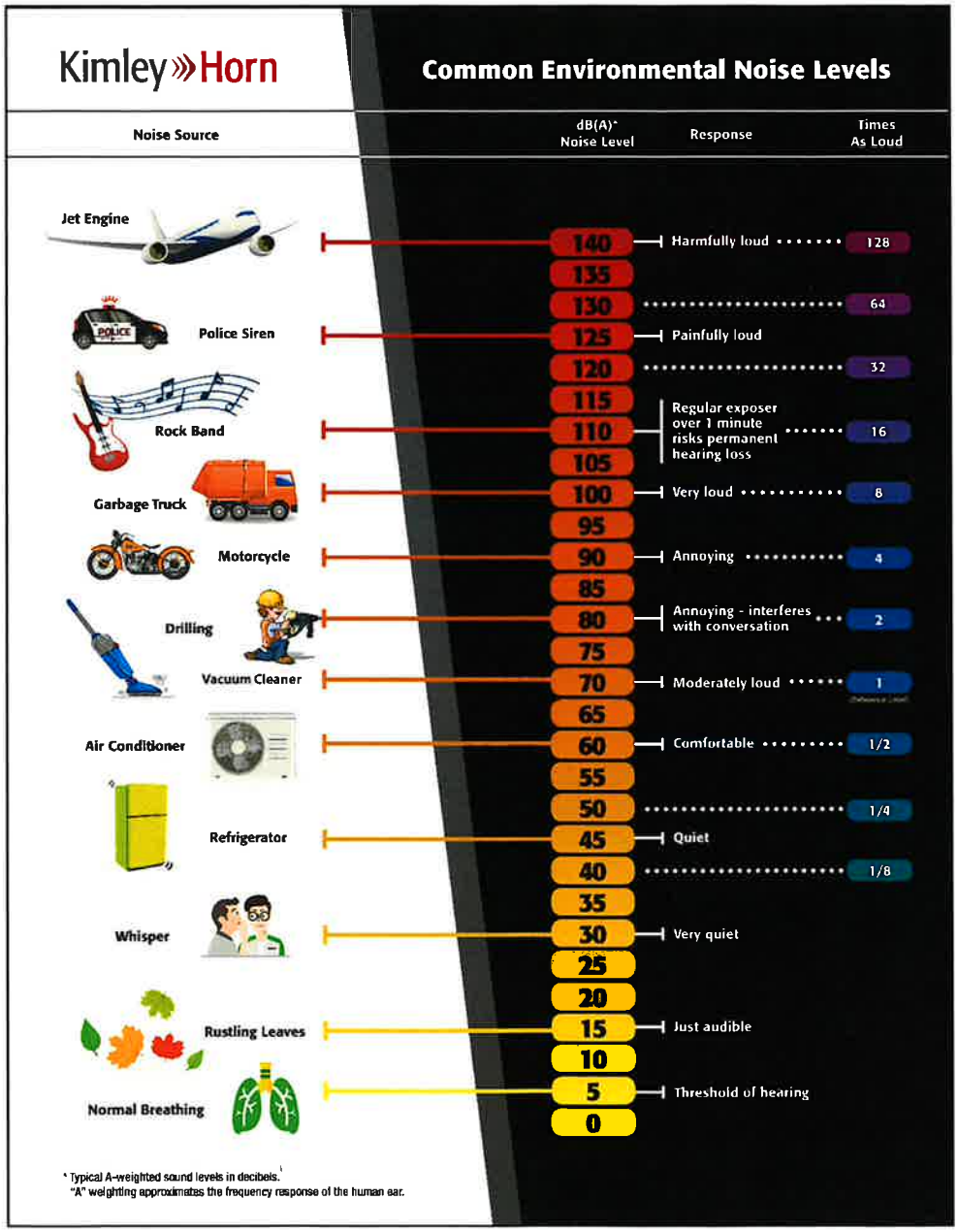
In considering the first of these factors, it is important to note that individuals have varying sensitivity to noise. Loud noises bother some people more than other people, and some individuals become increasingly upset if an unwanted noise persists. The time patterns and durations of noise(s) also affect perception as to whether or not it is offensive. For example, noises that occur during nighttime (sleeping) hours are typically considered to be more offensive than the same noises in the daytime.

With regard to the second factor, individuals tend to judge the annoyance of an unwanted noise in terms of its relationship to noise from other sources (background noise). A car horn blowing at night when background noise levels are low would generally be more objectionable than one blowing in the afternoon when background noise levels are typically higher. The response to noise stimulus is analogous to the response to turning on an interior light. During the daytime an illuminated bulb simply adds to the ambient light, but when eyes are conditioned to the dark of night, a suddenly illuminated bulb can be temporarily blinding.

The third factor – situational noise – is related to the interference of noise with activities of individuals. In a 60 dB(A) environment such as is commonly found in a large business office, normal conversation would be possible, while sleep might be difficult. Loud noises may easily interrupt activities that require a quiet setting for greater mental concentration or rest; however, the same loud noises may not interrupt activities requiring less mental focus or tranquility.

As shown in **Figure 2**, most individuals are exposed to fairly high noise levels from many sources on a regular basis. To perceive sounds of greatly varying pressure levels, human hearing has a non-linear sensitivity to sound pressure exposure. Doubling the sound pressure results in a three decibel change in the noise level; however, variations of three decibels [3 dB(A)] or less are commonly considered "barely perceptible" to normal human hearing. A five decibel [5 dB(A)] change is more readily noticeable. A ten-fold increase in the sound pressure level correlates to a 10 decibel [10 dB(A)] noise level increase; however, it is judged by most people as only sounding "twice as loud".

Figure 2: Common Noise Levels



Over time, individuals tend to accept the noises that intrude into their lives on a regular basis. However, exposure to prolonged and/or extremely loud noise(s) can prevent use of exterior and interior spaces and has been theorized to pose health risks.

Another common misconception about sound is that sound levels are linearly additive. Since the decibel scale is logarithmic, decibel values must be converted to sound pressure levels before being added and then being converted back to a decibel. For example, adding a 65-decibel sound level to a 70-decibel sound level equates to a 71.2 decibel sound level.

Existing Conditions

An ambient sound level survey was completed in Apple Valley, MN from April 23rd through April 25th, 2024, and from May 7th to May 9th, 2024. The survey included three sound level measurement (SLM) locations as shown in **Figure 3**. Weather conditions were generally conducive to the measurement of sound levels, except for some strong winds and trace precipitation during the evening of April 23rd.

The predominant sources of noise in the vicinity of the proposed data center were observed to be traffic along Pilot Knob Road and 150th Street, as well as frequent sounds of construction vehicles and other heavy vehicles from the mining operations. Other sources of noise included ambient environmental noise, which includes wind, birds chirping, insects, etc.

Long-term noise measurement hourly Leq values obtained in the field ranged between approximately 39 dB(A) and 72 dB(A). A summary of the long-term noise field data is shown in **Table 1**.

Table 1: Long-term Noise Measurement Data

Setup	Location Description	Measurement Time	24-hr L_{eq} Noise Level [dB(A)]	24-hr L_{50} Noise Level [dB(A)]	24-hr L_{10} Noise Level [dB(A)]	Average Daytime L_{eq} Noise Level [dB(A)]	Average Nighttime L_{eq} Noise Level [dB(A)]	Maximum Hourly L_{eq} Noise Level [dB(A)]
SLM1	Along the eastern edge of the proposed site, along Pilot Knob Road	10:30 AM (4/23) – 10:30 AM (4/25)	69.1	65.3	73.6	70.6	63.9	72.1
SLM2	Along the southern edge of the proposed site, along 157th Street	11:00 AM (4/23) – 11:00 AM (4/25)	53.4	48.6	55.8	54.7	48.6	59.0
SLM3	Southwest of the proposed site along nearby residences	12:00 PM (5/7) – 12:00 PM (5/9)	59.3	50.3	63.4	60.9	53.7	64.1

The measurements were taken using the A-weighted scale and are reported in decibels [dB(A)]. Data collected by the noise meters included time, average noise level (Leq), maximum noise level (Lmax), and instantaneous peak noise level (Lpk) for each interval. Hourly average noise levels (Leq(h)) were derived from the Leq values. Pictures of the field monitoring setups are seen in **Table 2.**

Figure 3: Measurement Site Locations



Table 2: Noise Measurement Setup Pictures

LT 1: Facing South

LT 2: Facing North

LT 3: Facing West


Noise Regulations

The Apple Valley Technology Campus is located in the City of Apple Valley, MN, and therefore subject to the State of Minnesota Administrative Rules and the City of Apple Valley Zoning Ordinance. The City of Apple Valley does not include any noise limits in the zoning ordinance and defers to limits set in the state code. Minnesota Administrative Rule 7030.0040 'Noise Standards' contains the regulations that will be observed at this site. The regulations set standards based on the noise area classification (NAC) and set limits based on the L_{50} and L_{10} dB(A) values for both daytime and nighttime. Daytime is defined as 7:00 AM to 10:00 PM and nighttime is defined as 10:00 PM to 7:00 AM by these regulations. **Table 3** below provides the state noise standards. There are no limits set for NAC 4.

Table 3: Minnesota Noise Standards

Noise Area Classification	Daytime		Nighttime	
	L_{50}	L_{10}	L_{50}	L_{10}
1	60	65	50	55
2	65	70	65	70
3	70	80	75	80

The types of noise area classifications are defined by land use and include the following:

1.
   a. Household Units (includes farmhouses)
   b. Hotels, motels, or other overnight lodging
   c. Mobile home parks or courts
   d. Other residential units
   e. Motion picture production
   f. Medical and other health services
   g. Correctional institutions
   h. Educational services
   i. Religious activities
   j. Cultural activities and nature exhibitions
   k. Entertainment assembly
   l. Camping and picnicking areas (designated)
   m. Resorts and group camps
   n. Other cultural, entertainment, and recreational activities.
2.
   a. Railroad terminals (passenger and freight)
   b. Rapid rail transit and street railway passenger terminals
   c. Bus passenger terminals (intercity and local)
   d. Other motor vehicle transportation
   e. Airport and flying field terminals (passenger and freight)
   f. Marine terminals (passenger and freight)
   g. Automobile parking

h. Transportation services and arrangements
i. Wholesale trade
j. Retail trade, including restaurants and bars
k. Finance, insurance, and real estate services
l. Personal services
m. Business, legal, or other professional services
n. Repair services
o. Contract construction services
p. Governmental services (except correctional institutions)
q. Miscellaneous services (except religious activities)
r. Public assembly (except entertainment assembly and race tracks)
s. Amusements (except fairgrounds and amusement parks)
t. Recreational activities (except designated camping and picnicking areas)
u. Parks

3.

a. Manufacturing
b. Transportation (except passenger terminals)
c. Highway and street right-of-way
d. Communication
e. Utilities
f. Race tracks
g. Fairgrounds and amusement parks
h. Agricultural and related activities
i. Forestry activities and related services (including commercial forest land, timber production, and other related activities)
j. Fishing activities and related services
k. Mining activities and related services
l. Other resource production and extraction
m. All other activities not otherwise listed.

4.

a. Undeveloped and unused land area
b. Noncommercial forest development
c. Water areas
d. Vacant floor area
e. Under construction

No exemptions are mentioned for the usage of emergency generators is the code, and therefore all operating scenarios were evaluated using the limits in **Table 3**.

Noise Analysis

Operational sound levels from the proposed Apple Valley Technology Campus were evaluated using CadnaA. This program computes predicted sound levels at noise-sensitive areas through a series of adjustments to reference sound levels. CadnaA also accounts for topography and intervening

structures. Sound levels generated from operations and emergency generators are anticipated to be the main sources of sound from the proposed data center.

It should be noted that noise from surrounding roadways was not modeled in this analysis, although 150th Street, Pilot Knob Road, and other nearby roadways are anticipated to contribute to the ambient noise environment throughout the entire day. Other sources of noise which were not modeled in this analysis included ambient environmental noise, which includes wind, birds chirping, insects, household appliances, landscaping equipment, idling engines, etc.

Normal Operations

Mechanical equipment can generate steady, unvarying sound that may create issues when located near noise-sensitive areas. According to the current site layout, fans and louvers will be distributed on the sides of the proposed data center buildings. It should also be noted that fans were assumed to be operating at 100% load.

Sound produced by the fans is expected to be partially mitigated by the parapets of the data center buildings, which are anticipated to partially shield and disperse some of the sound emitted by the chillers. It should also be noted that based on the provided profiles exhibit, approximately 9-foot-tall parapet walls along the edge of the roof of each data center building are proposed, which are designed to screen and attenuate sound.

Generator Maintenance and Emergency Generators

Generators can generate steady, unvarying sound that may create issues when located near noise-sensitive areas. According to the current site layout, it was assumed that emergency generator yards were placed adjacent to the data center buildings. During generator maintenance testing, one generator for each building was assumed to be running, and the worst-case scenario generator, the generator closest to sensitive receivers, was studied. The emergency generators scenario has all generators on the site running at 100% load. 25-foot noise barrier walls were used as end caps on the generator yards to mitigate sound. Both scenarios also include the normal operations scenario noise levels running simultaneously with the generators.

Results

The CadnaA-predicted maximum equivalent operational noise levels are anticipated to remain near or below approximately 40 dB(A) at the closest noise-sensitive land uses around the site during normal operations. During generator maintenance scenarios, the equivalent operational noise levels are anticipated to remain near or below approximately 46 dB(A) at the closest noise-sensitive land uses around the site. Finally, when running all emergency generators, the equivalent operational noise levels are anticipated to remain near or below approximately 56 dB(A). Fans and louvers from the normal operations scenario are anticipated to be the consistent noise source from the site, with emergency generators only being operational during testing and maintenance periods and emergency situations.

The CadnaA-predicted maximum equivalent operational noise levels from normal operations and emergency generator scenario at the nearest noise-sensitive land uses around the site are

anticipated to remain below the site noise regulations during daytime and nighttime hours for all the residential receivers. For the urgent care medical center to the southeast of the site, the site may go over the nighttime sound limits during an emergency generator scenario, but the urgent care center does not operate at night and therefore this limit can follow the daytime limit. To get operational and generator noise levels to meet these limits, noise abatement measures such as berms, generator noise barrier walls, and quieter generators were used.

The anticipated operational noise contours for the data center site with normal operations are shown in **Figure 4**. The anticipated operational noise contours for the Technology Campus during worst-case generator maintenance for the generators are shown in **Figure 5.** The anticipated operational noise contours for the data center site during worst-case emergency generator usage during a power outage are shown in **Figure 6.**

Figure 4: Normal Operations Sound Contours

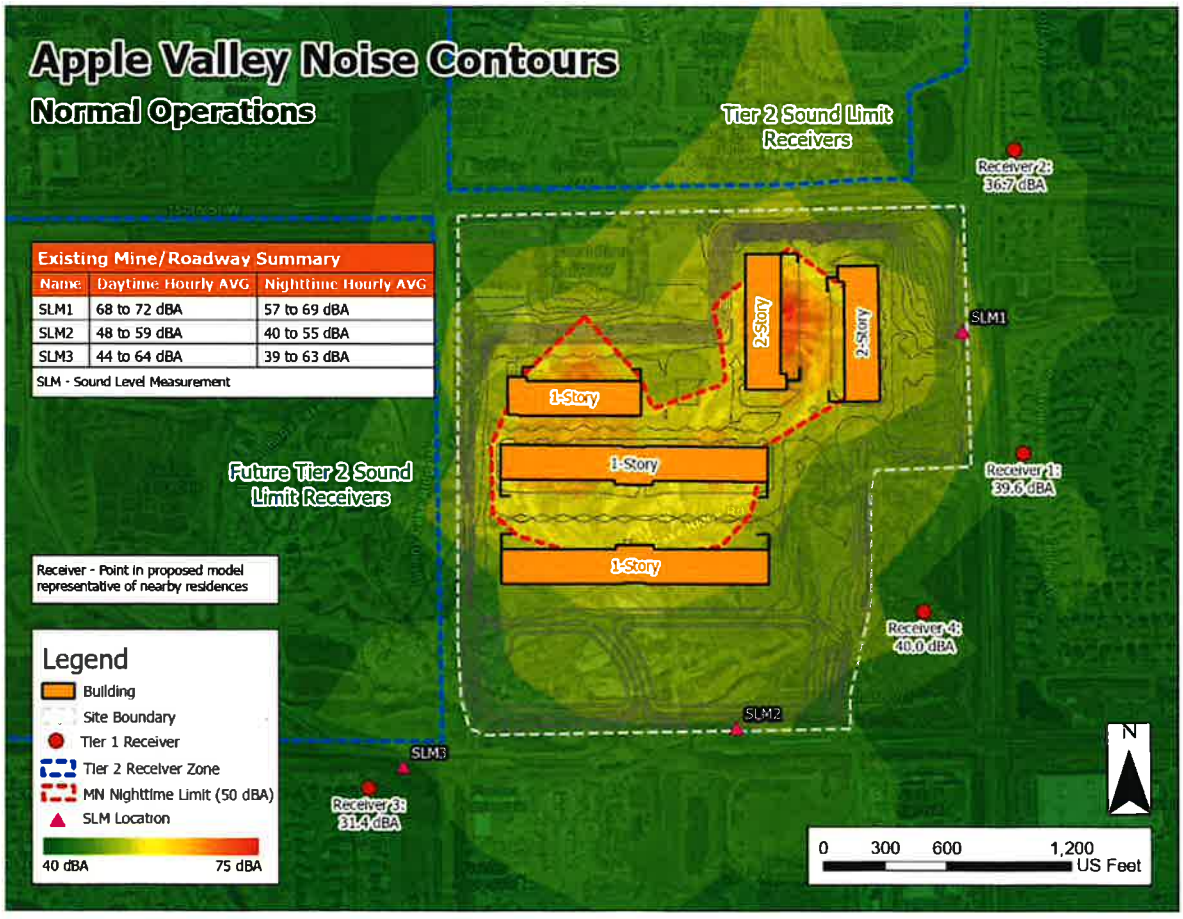


Figure 5: Generator Maintenance Sound Contours

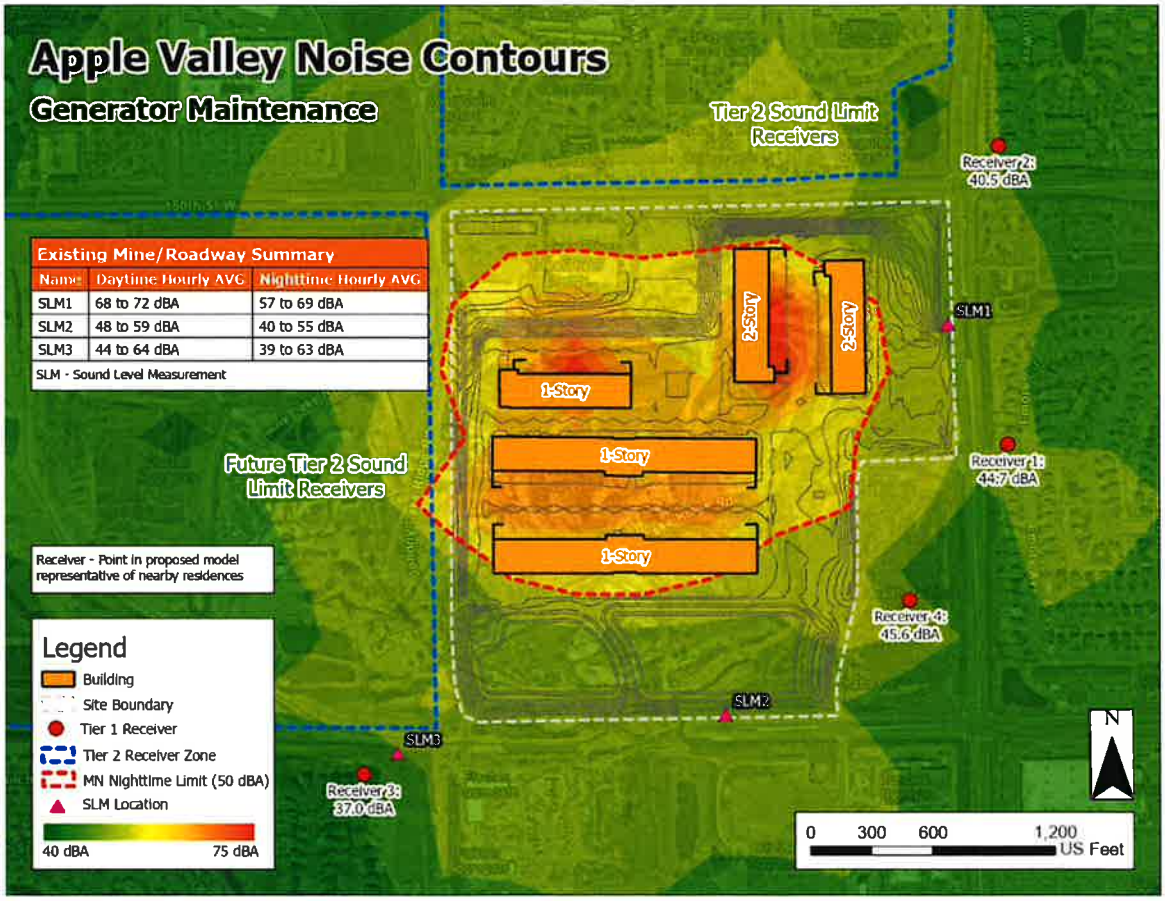
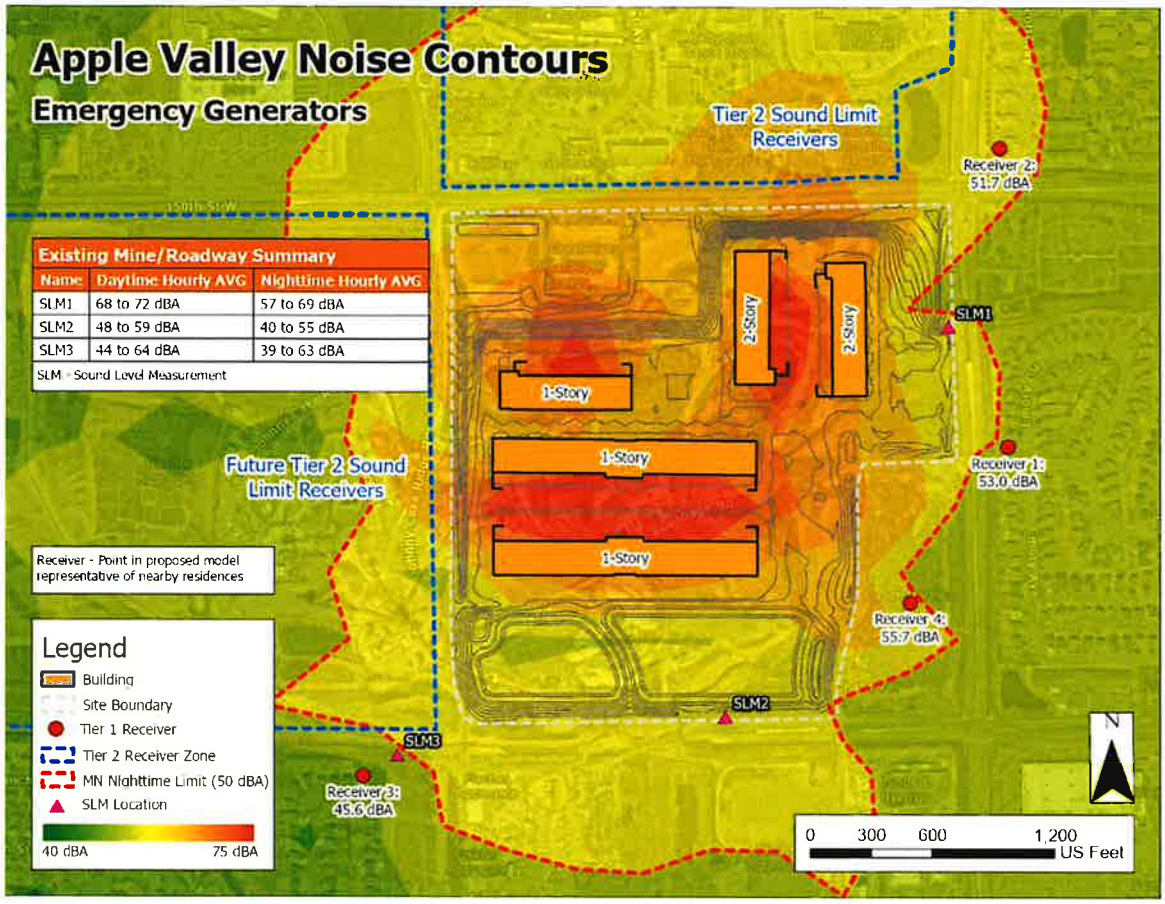


Figure 6: Emergency Generators Sound Contours



Conclusions

The proposed facility is generally located north of 157th Street W, west of Pilot Knob Road, east of Flagstaff Avenue, and south of 150th Street W. The proposed Apple Valley Technology Campus will be located on an existing gravel mine that is surrounded by County and City streets with residential and commercial land uses beyond.

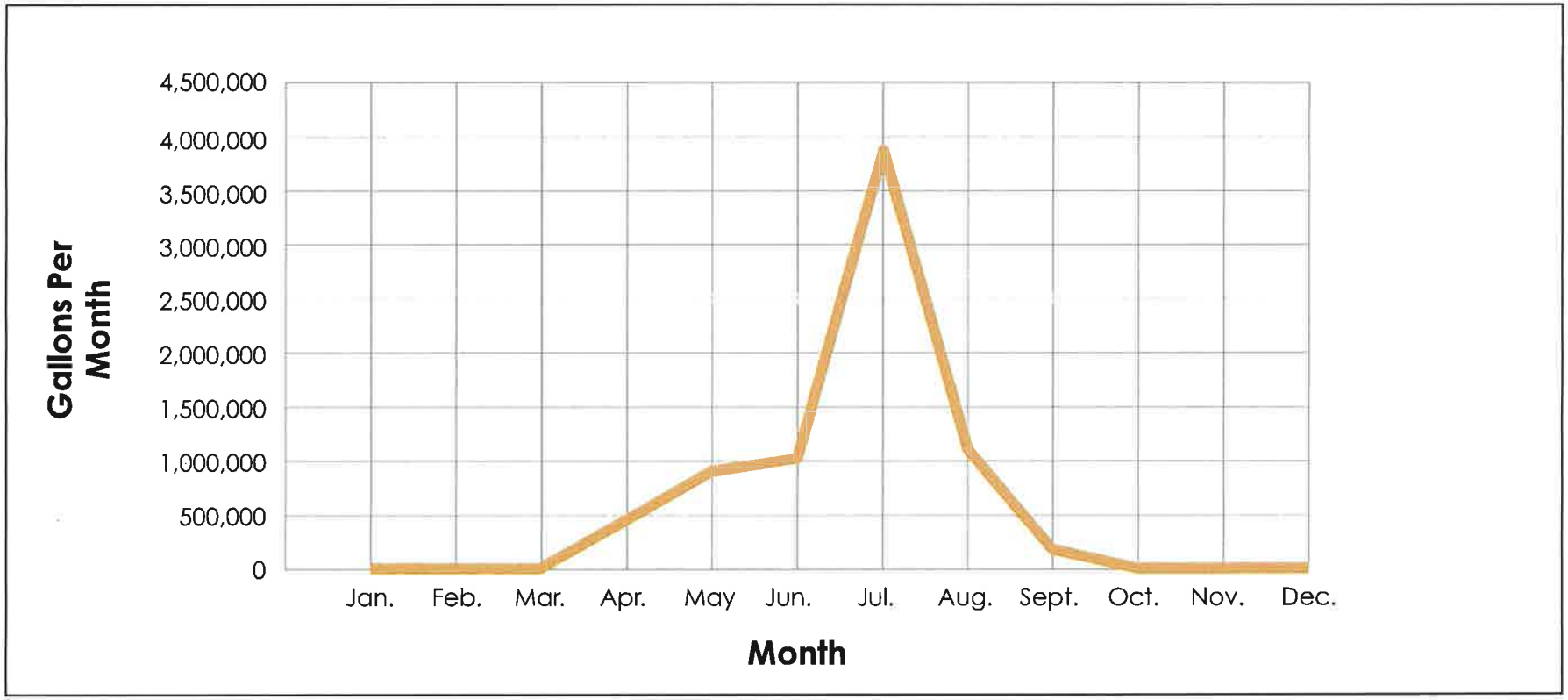
An L_{50} project noise goal of 50 dB(A) and an L_{10} project noise goal of 55 dB(A) at the surrounding noise-sensitive land uses was established for this site. It should be noted that operational noise from generator equipment is not exempt from this noise goal in the state regulations.

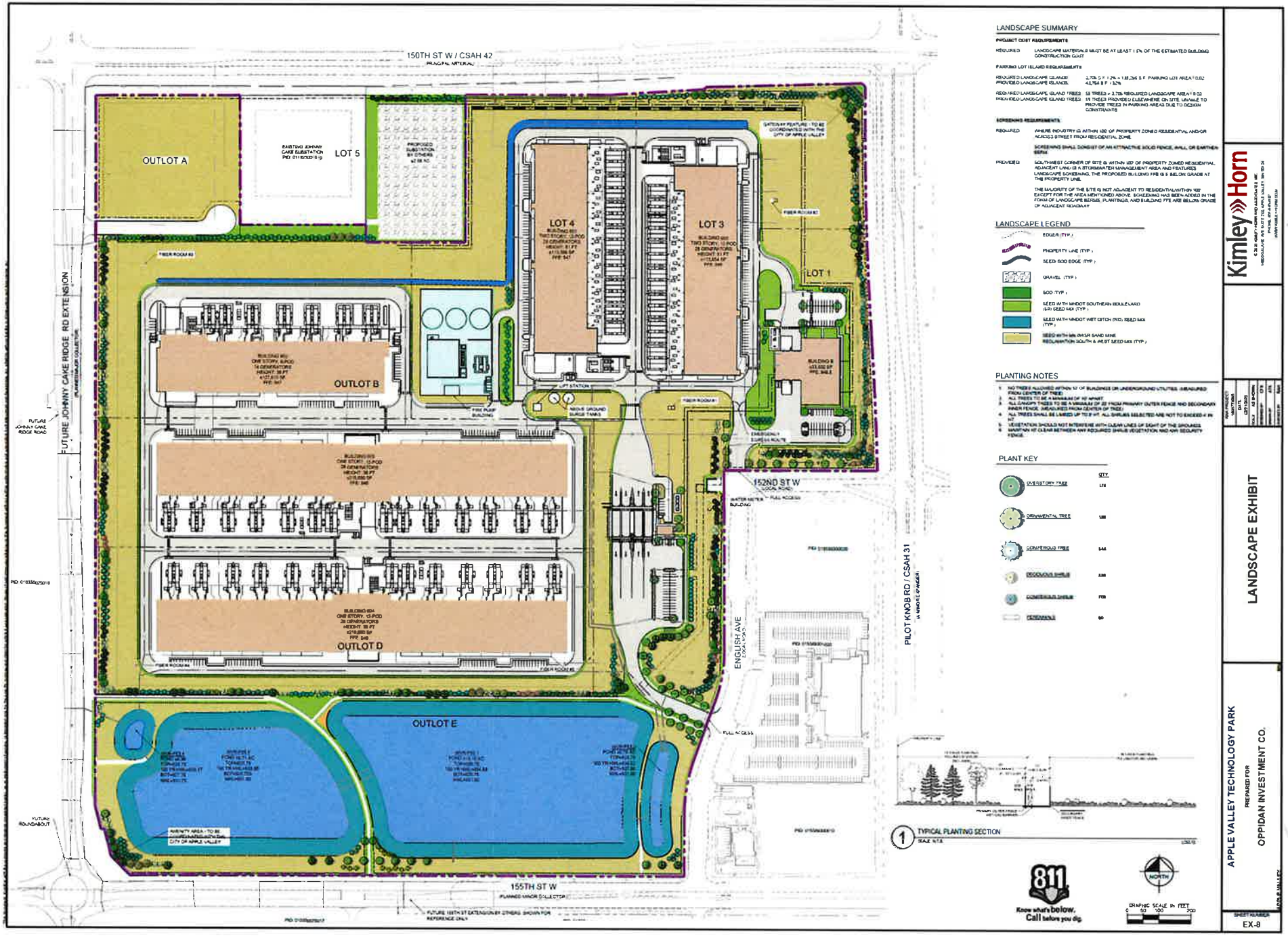
After modeling and analyzing the anticipated operational noise levels at the proposed Apple Valley Technology Campus, it was determined that CadnaA-predicted maximum equivalent operational noise levels are anticipated to remain near or below approximately 40 dB(A) at the closest noise-sensitive land uses around the site during normal operations. During generator maintenance

scenarios, the equivalent operational noise levels are anticipated to remain near or below approximately 46 dB(A) at the closest noise-sensitive land uses around the site. Finally, when running all emergency generators, the equivalent operational noise levels are anticipated to remain near or below approximately 56 dB(A). During emergency situations, noise levels for the sensitive receptors along Pilot Knob Road are within Minnesota daytime limits but are above nighttime limits. However, the noise levels during emergency situations are still below existing noise levels from the surrounding street network.

The CadnaA-predicted maximum equivalent operational noise levels from normal operations and emergency generator scenario at the nearest noise-sensitive land uses around the site are anticipated to remain below the site noise regulations during daytime and nighttime hours for all the residential receivers. For the urgent care medical center to the southeast of the site, the site may go over the nighttime sound limits during an emergency generator scenario, but the urgent care center does not operate at night and therefore this limit can follow the daytime limit. The urgent care center also has a back-up generator and would likely also be running it in the event of an electrical grid failure. To get operational and generator noise levels to meet these limits, noise abatement measures such as berms, generator noise barrier walls, and quieter generators were incorporated into the design.

Cooling Water Use – Annual Curve





LANDSCAPE SUMMARY

PROJECT COST REQUIREMENTS

REQUIRED: LANDSCAPE MATERIALS MUST BE AT LEAST 1.5% OF THE ESTIMATED BUILDING CONSTRUCTION COST

PARKING LOT ISLAND REQUIREMENTS

REQUIRED LANDSCAPE ISLANDS: 3,705 S.F. / 2% = 18,246 S.F. PARKING LOT AREA * 0.02
PROVIDED LANDSCAPE ISLANDS: 43,764 S.F. / 12%

REQUIRED LANDSCAPE ISLAND TREES: 18 TREES = 3,705 REQUIRED LANDSCAPE AREA * 0.02
PROVIDED LANDSCAPE ISLAND TREES: 19 TREES PROVIDED (1 EUCLIMAHENE ON SITE, UNABLE TO PROVIDE TREES IN PARKING AREAS DUE TO DESIGN CONSTRAINTS

SCREENING REQUIREMENTS

REQUIRED: WHERE INDUSTRY IS WITHIN 100' OF PROPERTY ZONED RESIDENTIAL AND/OR ACROSS STREET FROM RESIDENTIAL ZONE

SCREENING SHALL CONSIST OF AN ATTRACTIVE SOLID FENCE, WALL, OR EARTHEN BERM.

PROVIDED: SOUTHWEST CORNER OF SITE IS WITHIN 100' OF PROPERTY ZONED RESIDENTIAL, ADJACENT LAND IS A STORMWATER MANAGEMENT AREA AND FEATURES LANDSCAPE SCREENING. THE PROPOSED BUILDING PER IS 5' BELOW GRADE AT THE PROPERTY LINE.

THE MAJORITY OF THE SITE IS NOT ADJACENT TO RESIDENTIAL/WITHIN 100' EXCEPT FOR THE AREA MENTIONED ABOVE. SCREENING HAS BEEN ADDED IN THE FORM OF LANDSCAPE BERMS, PLANTINGS, AND BUILDING PTE ARE BELOW GRADE OF ADJACENT ROADWAY

LANDSCAPE LEGEND

- EDGER (TYP.)
- PROPERTY LINE (TYP.)
- SEED/ SOD EDGE (TYP.)
- GRAVEL (TYP.)
- SOD (TYP.)
- SEED WITH MNDOT SOUTHERN BOULEVARD (LB) SEED MIX (TYP.)
- SEED WITH MNDOT WET DITCH (WD) SEED MIX (TYP.)
- SEED WITH MN RIVER SAND MINE RECLAMATION SOUTH & WEST SEED MIX (TYP.)

PLANTING NOTES

1. NO TREES ALLOWED WITHIN 10' OF BUILDINGS OR UNDERGROUND UTILITIES. (MEASURED FROM CENTER OF TREE)
2. ALL TREES TO BE A MINIMUM OF 10' APART.
3. ALL CANOPY TREES TO BE A MINIMUM OF 20' FROM PRIMARY OUTER FENCE AND SECONDARY INNER FENCE. (MEASURED FROM CENTER OF TREE)
4. ALL TREES SHALL BE LIMBED UP TO 8' HT. ALL SHRUBS SELECTED ARE NOT TO EXCEED 4' IN HT.
5. VEGETATION SHOULD NOT INTERFERE WITH CLEAR LINES OF SIGHT OF THE GROUNDS.
6. MAINTAIN 10' CLEAR BETWEEN ANY REQUIRED SHRUB VEGETATION AND ANY SECURITY FENCE.

PLANT KEY

	QTY.
DECIDUOUS TREE	174
ORNAMENTAL TREE	188
COMPETITIVE TREE	646
DECIDUOUS SHRUB	338
CONIFEROUS SHRUB	708
PERENNIALS	60

1 TYPICAL PLANTING SECTION
SCALE: N.T.S.

811 Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

Kimley»Horn
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1800 VILLAGE WAY, SUITE 200, APPLE VALLEY, MN 55124
PHONE: 651-645-0427
WWW.KIMLEY-HORN.COM

NO.	DATE	BY	DESCRIPTION
1	03/31/2021	CFS	ADD SCREENING

KHA PROJECT 165177004
DATE: 03/31/2021
SCALE: AS SHOWN
DESIGNED BY: CFS
DRAWN BY: JLS
CHECKED BY: MAH

LANDSCAPE EXHIBIT

APPLE VALLEY TECHNOLOGY PARK
PREPARED FOR
OPPIDAN INVESTMENT CO.

SHEET NUMBER
EX-9

APPLE VALLEY TECHNOLGY PARK

PLANNING STAFF REPORT
FEB. 05, 2025

(Reduced Version - Full Copy is available on
the City's Website)

Apple Valley	ITEM:	4.B.
	PLANNING COMMISSION MEETING DATE:	February 5, 2025
	SECTION:	Public Hearings

Description: Apple Valley Technology Park	
Staff Contact: Alex Sharpe, AICP, City Planner	**Department / Division:** Community Development Department

Applicant: Oppidan Investment Company		**Project Number:** PC24-23-BCSZ
Applicant Date: 12/30/2024	**60 Days:** 2/28/2025	**120 Days:** 4/29/2025

ACTION REQUESTED:

Open the public hearing, receive comments and continue the public hearing. It is the policy of the Planning Commission not to act on a public hearing item the night of the public hearing.

SUMMARY:

For the Commission's consideration is a land use application from Oppidan Investment Company, applicant, and Rockport, LLC, property owner, for a rezoning of an approximately 134-acre parcel from "SG" Sand and Gravel to "MUBC" Mixed Use Business Campus, subdivision by preliminary plat of the proposed parcel into 4 lots and 2 outlots and a Site Plan/Building Permit Authorization for a proposed "Technology Park."

Included in the subdivision will be the dedication of right-of-way (ROW) for the extension of Johnny Cake Ridge Road from CSAH 42 south to the intersection of 155th St. W. and the extension of 155th St. W. west to meet Johnny Cake Ridge Road (JCCR).

The site is part of the Fischer Sand and Aggregate mining operation, which has a conditional use permit (CUP) that allows the extraction and processing of aggregate materials from the site. The mining area east of the future JCCR is no longer being mined and is in the process of reclamation. The proposed project is contained entirely within the area currently being reclaimed.

Oppidan, the developer, is proposing to construct a "Technology Park" campus with five data center buildings with a building footprint of approximately 794,232 sq. ft. and several ancillary campus buildings with a footprint of approximately 65,928 sq. ft. The total building footprint for the site is approximately 860,160 sq. ft. or 19.7 acres. Two buildings are noted as "two story," which may mean that the total building area exceeds the footprint. Staff is working with the applicant to clarify this detail. Additionally, there are several small buildings such as lift stations and fiber rooms.

The Planning Commission is currently reviewing a Comprehensive Plan amendment submitted by the property owner, Rockport, LLC, that includes the subject property of this

application. The Commission is also reviewing a new "MUBC" Mixed Use Business Campus ordinance that would create a new zoning classification that aligns with the comprehensive guiding of the property.

This application for the "technology park" with data center structures is predicated upon the approval of the proposed Comprehensive Plan amendment and the City's adoption of the draft MUBC ordinance. The City must adopt a MUBC ordinance that is consistent with the currently adopted Comprehensive Plan, not based on the proposed Comprehensive Plan amendment. If the Comprehensive Plan amendment is approved, the MUBC ordinance will require an update to allow the flexibility in uses sought by the property owner.

The draft MUBC ordinance allows for data centers as a conditional use with performance standards. The applicant has applied for a CUP to allow the data center. However, as the zoning district does not yet exist, a future hearing on the CUP to allow a data center will be required.

Attached to this report are public comments received and are included as part of the public record.

BACKGROUND:

Alternative Urban Areawide Review: Prior to this land use application, the applicant and property owner were required to update the Alternative Urban Areawide Review (AUAR). This document required that the adopted AUAR for this area be updated to study the impacts of this proposal.

The Alternative Urban Areawide Review (AUAR) process is a hybrid of the Environmental Assessment Worksheet (EAW) and Environmental Impact Statement (EIS) review processes and is typically completed for larger site development over a significant period of time. The original AUAR for this site was completed in 2016 and evaluated the area for a mix of uses including office, corporate office campuses, medical campus, light industrial manufacturing, hotels and ancillary retail and restaurants to serve the area.

The City adopted the 2024 Rockport, LLC, AUAR in December 2024. The adoption of the AUAR is not an approval or action of support for the proposed development. When cities adopt an AUAR, they are adopting the findings of the report on a series of proposed potential land uses. Additional applications, such as the land use actions as part of this application, require approval before a use could operate.

Comprehensive Plan: The subject property is guided "MBC" Mixed Business Campus. As the Commission is aware, a Comprehensive Plan amendment is currently under review that would allow for a greater flexibility of uses throughout the "MBC." The majority of the subject property totaling approximately 70 acres currently allows "light industrial" uses. However, a 29-acre area in the northeast corner of the site at CSAH 42 and Pilot Knob is currently designated for "office, hotel, and medical" uses.

The proposed amendment must have a recommendation from the Planning Commission to the City Council, and then Council is required to authorize submission of the proposed amendment to the Metropolitan Council for their review. Once the Metropolitan Council has provided their findings on the proposal, the proposed amendment requires a final determination from the City Council. As stated, this application is predicated on the proposed amendment's approval.

Zoning: The site is currently zoned "SG" Sand and Gravel and is ready for reclamation. The City has seen significant acreage of the community reclaimed from aggregate mining operations, including Fischer Marketplace and Cobblestone.

The applicant has applied to rezone the subject property to MUBC. As previously noted, the MUBC ordinance does not yet exist and is under current review by the Planning Commission. By state statute, the City must adopt a MUBC ordinance that is in alignment with the currently adopted Comprehensive Plan. If the comprehensive plan amendment is adopted the Commission can anticipate future updates to the MUBC ordinance.

Preliminary Plat: The preliminary plat anticipates 4 lots and 2 outlots. The current draft also notes a third outlot for the ROW for Johnny Cake Ridge Road and 155th St. W. When a roadway is dedicated on the plat, the correct/accepted format is through the dedication of ROW, not an outlot. This will require correction by the applicant.

Staff has further reviewed the plat and noted the following corrections and/or discussion items:

- Outlot B is intended to be a regional stormwater pond and will be dedicated to the City. A blanket drainage and utility easement is required covering the full lot.

- The preliminary plat proposes to dedicate half of the ROW required for Johnny Cake Ridge Road and 155th St.
    - The City will require the full dedication of the ROW for these roadways either through additional platting of adjacent properties, or through another form of dedication acceptable to the City to ensure that the full roadway width is obtained as part of this project.

- Due to the secure nature of the proposed project, staff is recommending that 10' drainage and utility easements be provided when adjacent to public roadways. Typically the City has required that interior lot lines have 5' drainage and utility easements. However, as this site will not allow outside utilities access, these are unnecessary.

- The preliminary plat and proposed site plan are inconsistent. The following items will

require the applicant to work with the City to clarify and/or correct prior to staff seeking a recommendation from the Commission:

- Outlot A is anticipated to be further subdivided into several different lots.
  - The site plan anticipates a commercial lot west of the existing Great River Energy substation. Staff suggests that this plat note this lot as a separate outlot.
  - The Great River Energy substation is a platted lot with a dedicated half ROW. The City and the applicant will need to continue discussions on how these properties will be served with access from Johnny Cake Ridge Road. Either a new public roadway will be created or a private driveway with utility easement will be required.
  - The site plan proposes a future Great River Energy substation to the east of the existing site. Staff and the applicant have begun discussions on whether it would be more efficient to combine this proposed lot with the existing substation rather than create a separate parcel. This will allow for greater efficiency, fewer easements, and a better use of the land available.

Dakota County Plat Commission: Dakota County requires that when a property adjacent to a County roadway is platted that their plat commission review the project. On January 15, 2025, the Plat Commission formally reviewed this project, and their official memo is attached to this report. Dakota County will require additional ROW adjacent to CSAH 42, but will not require any additional land adjacent to Pilot Knob Road. The preliminary plat has been updated to reflect this additional need.

Grading Plan: A condition of the sand and aggregate mining CUP requires that the site be bermed to screen the mining operations from adjacent roadways. The grading plan proposes to retain the majority of these berms to screen the site. However, with the additional ROW adjacent to CSAH 42 sought by Dakota County, the berm adjacent to this roadway will be removed. Staff has communicated to the applicant that a berm of similar height to the existing berm must be installed to ensure screening is maintained.

The existing berm adjacent to Pilot Knob Road is to be retained. There is a small area adjacent to Building B on the site plan where the berm is no longer shown. Staff has stated that this berm shall be continued with a consistent height for the entire length adjacent to Pilot Knob Road.

Berming along Outlot B and building 604 must be on the subject parcel, not on Outlot B, which will be dedicated to the City as a regional stormwater pond area.

Planning and Engineering staff have reviewed the remaining grading plan and found it to be sufficient for screening from adjacent sites, including the future Johnny Cake Ridge Road and 155th St. W extensions. The intention of this screening is not to screen the full buildings, but it will screen parking areas and internal operations from adjacent roadways.

Site Plan: The sheer size of this 134-acre site can distort how the site is perceived. To provide the Commission and the public with a more informed perspective, the applicant has been encouraged to shadow in adjacent buildings such as Health Partners and ChafinVet.

It is common at this stage of the review process for a site plan to have a number of corrections. Due to the size of this site, the number of items that need correction or clarification is significant, but not out of proportion when compared to other smaller sites.

Site Access, Phasing and Security
This site plan proposes to be constructed in multiple phases over 3-5 years. Site access is from English Ave. and as previously noted, the site has controlled secure access. The initial access point from English Ave. will lead to a security building labeled "Building A" on the site plan. Visitors will go through this security checkpoint to enter the site.

A second access to the site from 152nd St. W. for deliveries is also provided. This access will primarily be for larger vehicles such as box trucks and a small number of semis. These vehicles will deliver machinery, servers, and other items necessary for the data center to "Building B," also named the "Technology Assembly Building," where they will be unloaded. This product is then loaded onto a second vehicle within the secure perimeter and delivered to the individual buildings within the site.

The following items related to the site plan will require updates prior to this item being brought back before the Planning Commission:

- The site plan must show all proposed property lines.
- Setbacks for all buildings must be shown on all sides to the closest property line.
- Setbacks from residentially zoned properties shall be shown. Staff suggests this be completed in a separate diagram.
- The site plan must include the location and general number of generators proposed on site.
- Building coverage and impervious area shall be shown for each proposed lot in addition to the site total.
- Building "B" currently does not meet the required setback of 100' in the draft ordinance.
- The setback of the fence from the property line shall be shown.
    - The distance between the dual fences shall be shown to better illustrate that the site will have a two-layer fence system.
- Drive-aisle widths and turning radius of a fire truck shall be provided.
- Buildings are labeled "one story" and "two story." This could cause confusion as these buildings are 40' - 72' tall. Staff recommends noting the total height of each building to the top of the parapet walls.
    - Interior plans showing the area of each floor are required to properly determine park dedication. Actual layout of the interior space is not required.
- A site plan detailing the massing of the buildings and screenwalls shall be provided.

The draft ordinance requires the following:
    - *"All building facades that are in public view must avoid the use of undifferentiated facades and long, plain wall sections by including a combination of the following design elements: change in building height, building step-backs or recesses, windows, doors, changes in building material, patterns, textures, colors, or use of accent materials."*
- There are several small ancillary buildings such as fiber rooms and lift stations. The area, materials, height and setbacks from property lines for these buildings shall be provided.
    - Staff recommends a separate site plan or document be prepared.
    - These ancillary buildings shall be included in site calculations for impervious surface, building footprints, etc.
    - Include the area of the surge tanks and water treatment storage areas.
- All gravel areas are considered impervious. Clarify whether these areas are included within the impervious surface coverage of each site/total site.

Site Traffic: The findings of the AUAR note that the proposed use as a data center resulted in a significant reduction in the total number of vehicles to the area. This reduction in vehicles may result in a redesign of Johnny Cake Ridge Road as the reduction is significant enough that a larger roadway may not be required. The City Engineer's memo provides additional details on this design and notes that further study may be required to determine the ROW needs.

Conditional Use Permit: As previously noted, this project will require a public hearing for the Conditional Use Permit (CUP) at at later date once the draft MUBC ordinance has been adopted. Provisions within the draft ordinance provide for performance standards related to the following items:

- Increased setbacks from property lines in comparison to the general MUBC setbacks.
    - Increased setback from residentially zoned properties.
- Building design
    - Due to the size of these buildings, the draft ordinance includes provisions to break up building massing and prohibits "undifferentiated facades and long, plain wall sections."
        - These wall sections must be broken up by design elements such as changes in color, height, recesses and material.
        - Requirement to perform a noise study to ensure state noise standards are met.
        - Fence/security provisions.
            - Requirements that prevent long stretches of mono-material sections.
            - Requirement for differentiated materials and elevations.
- Required screening of mechanical equipment including but not limited to HVAC, water cooling towers, utility substations, and generators.
- Required berming.
- Requirement for a photometric plan to ensure the site meets lighting requirements

consistent with other sections of ordinance.
- Maximum building heights.
- Vibration and or other potential negative impacts must not be discernable without instruments at the property line.
- Phasing of the project and the required dedications to the City.

Landscape Plan: The landscape plan places the vast majority of landscaping around the perimeter of the site on the berms to provide additional screening. The applicant has not provided a landscape list for staff to evaluate species mix and diversity requirements. The applicant has proposed that most of the site be planted with low-maintenance grass species and has expressed willingness to work with staff to plant native prairie grasses and seed mixes. The applicant should be aware that these species often require several years of initial maintenance to become established. The applicant will be required to ensure that these areas become established with these species to ensure invasives and other undesirable species do not become the predominant species.

The site will be required to meet the 1.5% means construction value of the buildings, which shall go towards the cost of site landscaping. The applicant has stated that the building value of these buildings and their size should provide for a significant amount of landscaping on the site. Staff would see additional information on the proposed building value, an estimate on the total number of trees, shrubs, etc., that will be installed as part of each phase and the final buildout of the site.

Staff also has the following comments/corrections:

- Landscaping on the commercial property west of the existing substation shall be moved onto the subject property.
- Additional landscaping shall be provided along the northern property line adjacent to CSAH 42. There are gap areas east of the proposed substation.
- Additional landscaping shall be provided along the southern property line adjacent to the future city ponding areas. There are gaps in the landscaping along this property line where additional screening to the adjacent trail is sought.
- All landscaping utilized for screening shall be installed on the subject property and outside of easements.
- Conifer species are known to reduce noise impacts. The applicant should consider the installation of additional conifers to reduce potential noise impacts on adjacent properties.

Site Parking: The draft ordinance allows for a reduction in required site parking for data centers if the applicant provides a parking and traffic study which provides documentation that the need for parking at a data center use is reduced from standard industrial sites.

Based on initial study completed by staff, the need for parking at other data center sites has been significantly less than other comparable sites. The site plan currently has 351 stalls on

site, which may be significantly more stalls than the number of people at the site at any one time. Staff would encourage the applicant to reduce parking and provide areas for proof of parking rather than pave significant areas of land that will not be utilized.

Building and Fence Elevations: Staff has the following comments on the building and fence elevations provided by the applicant:

- The building elevations provided do not provide sufficient details to clearly determine where or which building is being depicted.
- There are no building materials provided.
    - Building materials for each building, including smaller ancillary buildings shall be provided.
    - Screenwall materials shall be identified.
    - Staff strongly recommends that the applicant provide material samples for the Commission, Council, and the public to comment on and review.
    - Photographs and other real-life material depictions shall be provided.
- Renderings shall be provided.
- Sight line studies shall be provided.
    - Staff has provided the applicant with a map of locations to generate sightline studies. These areas are from prominent roadways, homes, and adjacent properties.
- The current renderings appear to have significant lengths of single/mono-materials, lack of discernable breakup of building massing, and building sections that will be highly visible from off-site.
    - The size of the site, particularly along the southern side, will assist with breaking up massing as the southern building (building 604) will be approximately 500+' from 155th St. W.
    - Screenwalls along the northern property line may be highly visible from CSAH 42 and Pilot Knob.
    - Building B, the closest building to residential homes, does not appear to have significant material variation or alteration of building facade. This building in particular will require additional consideration from the applicant as it faces the rear of several homes, is 48' tall, and is at an elevation above the homes across Pilot Knob Rd.
- The applicant did not provide details or elevations/renderings of the site fencing. The applicant will be required to provide elevations that detail how the double fencing will appear from off-site.
    - The proposed fencing does not include any material alterations, changes in orientation or other means to break up long sections as required by the draft ordinance. The applicant will be required to provide details and distances between features that break up the significant distances this fencing will stretch.
    - The applicant is advised to focus on breaking fence massing where the fence will be most visible, particularly adjacent to the future trails on the City's ponding property.

Building Height: The maximum building height permitted in the draft ordinance is 75'. This height may be increased to 100' when no more than 40' of vertical building elevation is visible from adjacent arterial roadways such as CSAH 42 and Pilot Knob. At this time staff is unable to determine if there are sections of building which exceed 40' of vertical building elevation.

Building 600 and 601 are 72' tall to the top of the parapet wall and 81' tall to the roof of the elevator shaft, which is a minimal area of the building and excepted in the draft ordinance for the calculation of building height.

The short buildings vary between 28' - 48' tall. The sightline studies requested by staff will help demonstrate how these heights affect the view from off-site.

Job Creation and Employee Count: As the Commission is aware, this area of Apple Valley has been long intended to be a job creation zone. The applicant is encouraged to provide additional details on the job creation and ancillary jobs created by this land use.

Tax Benefit: The applicant has shared with staff that the value of these buildings presents Apple Valley with a significant tax benefit for the community. Staff has not been provided sufficient information to evaluate this. That said, typically, land use approvals do not consider the tax benefit a land use can provide the community. In this instance, staff would encourage the applicant to provide these details, as they are seeking a Comprehensive Plan amendment and a custom ordinance for data centers to be developed by the City, and have stated that the proposed use is not a significant job creator, which has been the City's stated goal for the site.

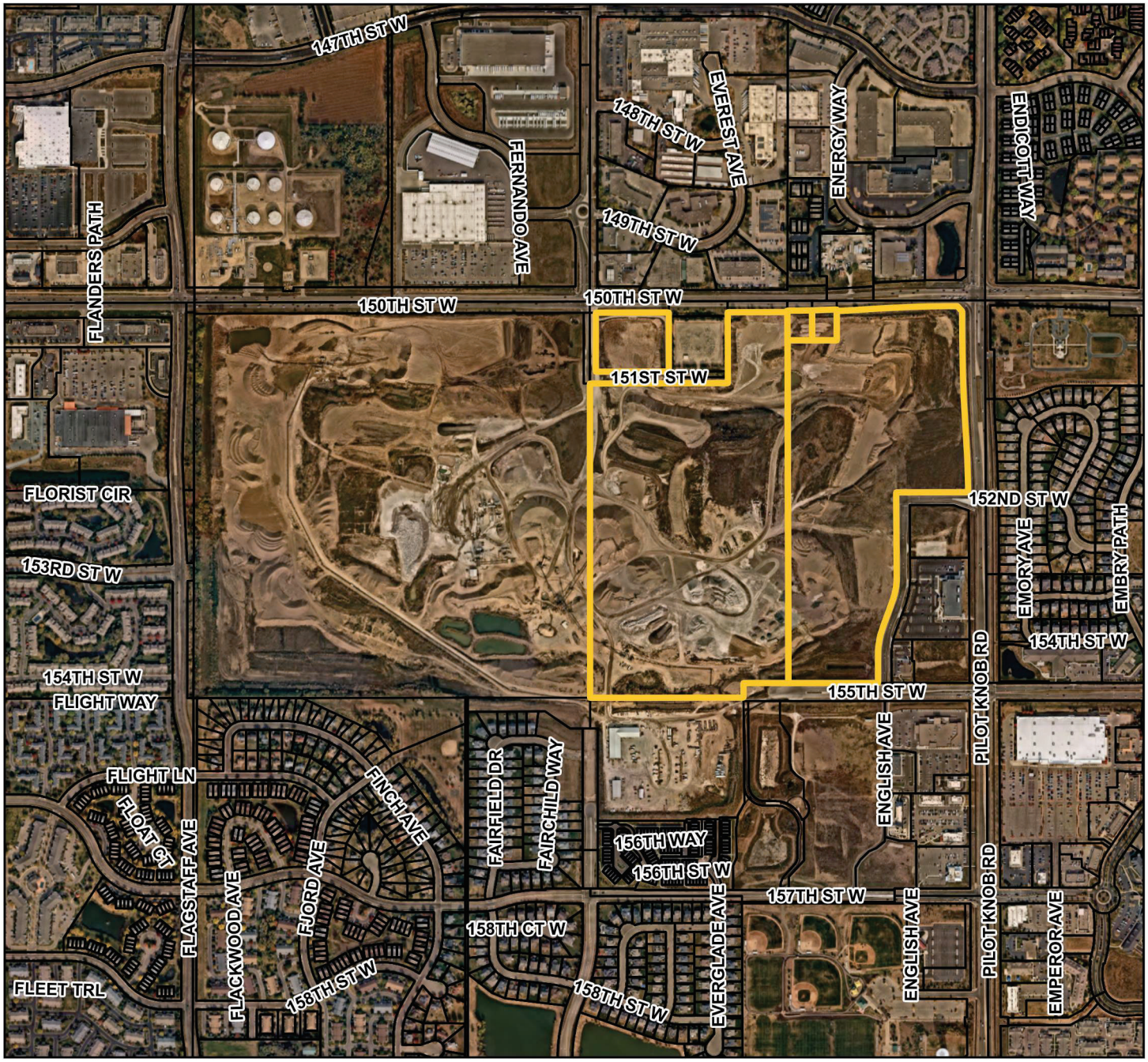
BUDGET IMPACT:

Park dedication will be required as part of this development. Staff has provided the applicant with an initial estimate based upon current industrial rates. The Commission should be aware that industrial uses are not a significant generator of park funds as they are seen as creating the least amount of needs for parkland. Park dedication, particularly when the applicant is electing cash-in-lieu must have a nexus between the amount collected by the City and the need created by the proposed land use. As these sites are not significant employment generators, the park dedication fee is anticipated to be minimal.

ATTACHMENTS:

Location Map
Comp Plan Map
Zoning Map
Memo
Preliminary Plat

Plan Set
Plan Set
Site Plan
Grading Plan
Plan Set
Demolition Plan
Utilities Plan
Plan Set
Elevations
Landscaping Plan
Memo
Memo
Memo
Public Hearing Comments
Public Hearing Comments



Apple Valley Technology Park Location Map

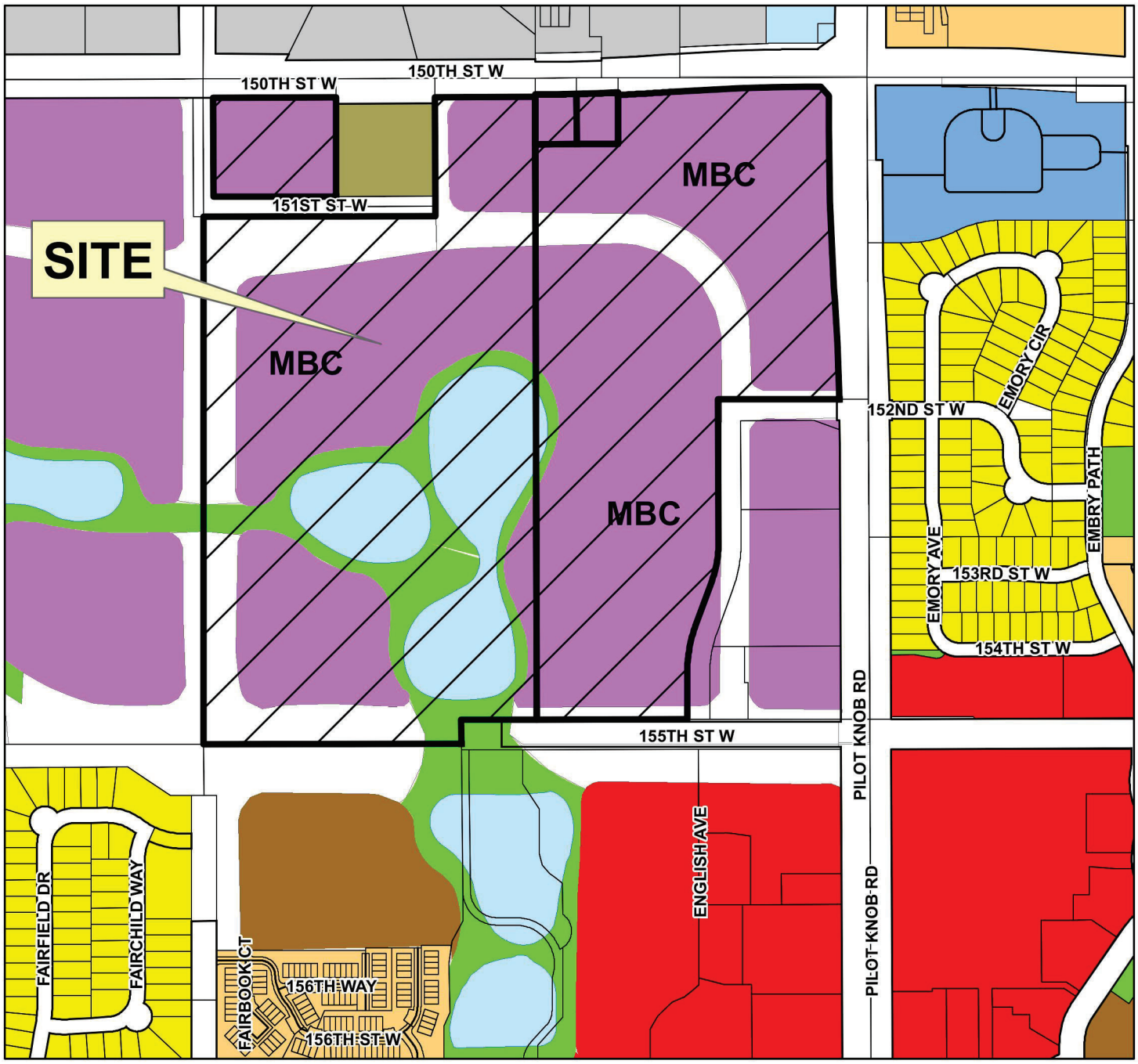
CSAH 42 & Pilot Knob Rd

Subject Property

Apple Valley

0 500 1,000 Feet



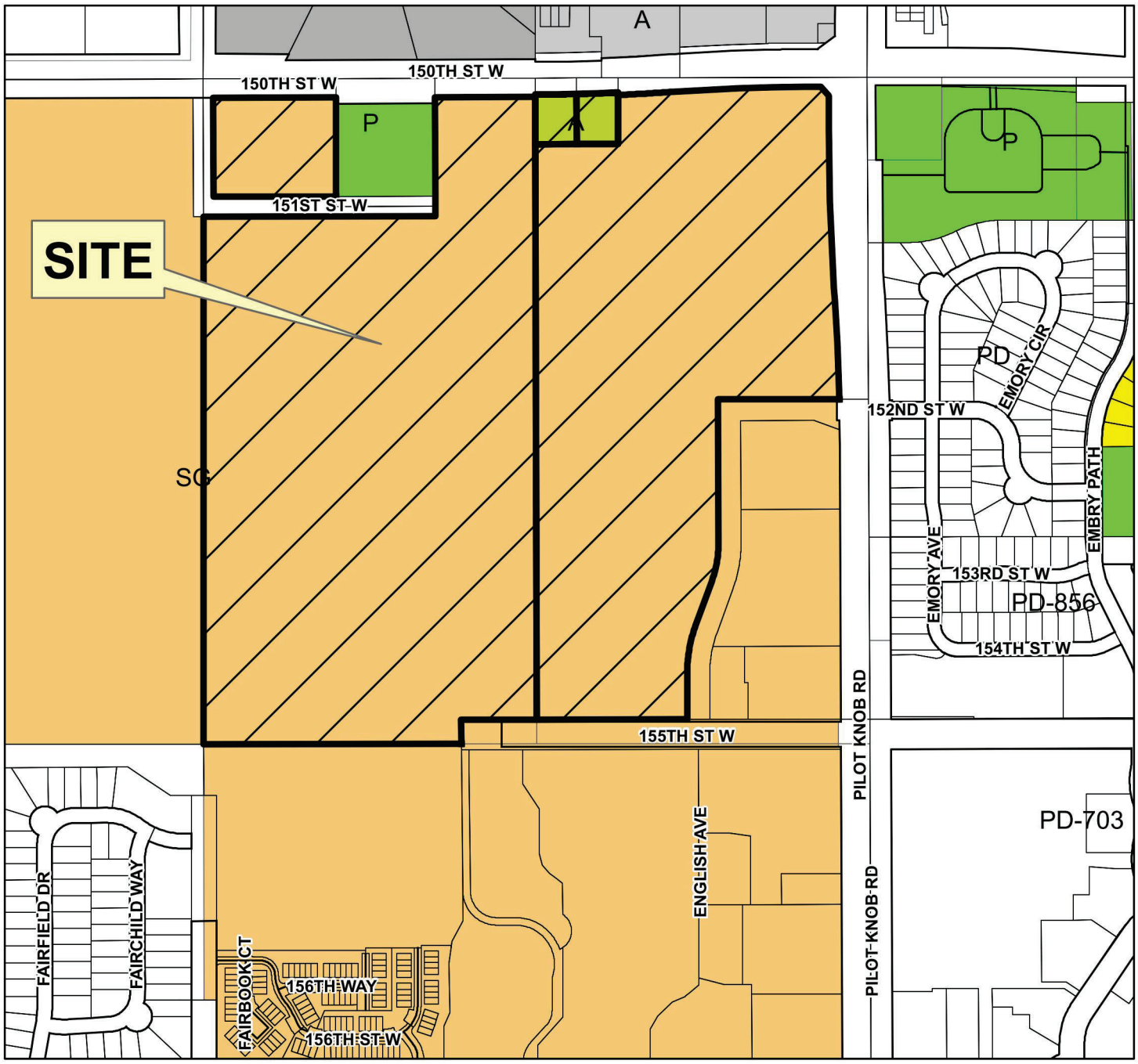


Apple Valley Technology Park
CSAH 42 & Pilot Knob
Guided "MBC"
Mixed Business Campus

Apple Valley

0 200 400 Feet





Apple Valley Technology Park
CSAH 42 & Pilot Knob
Zoned "SG"
Sand and Gravel

Apple Valley

0 200 400 Feet



OPPIDAN

MEMORANDUM

Date: December 18, 2024
REVISED 1/31/2025

To: Mr. Tim Benetti and Alex Sharpe
City of Apple Valley Community Development and Planning
7100 147th St W
Apple Valley, MN 55124

From: Drew Johnson, SVP Oppidan Investment Company

Subject: Apple Valley Technology Park - Land Development Narrative

Dear Mr. Benetti and Sharpe,

On behalf of project proposer, Oppidan Development Co., Penny Design Group and Kimley-Horn and Associates, Inc. has prepared the attached submittal for a Conditional Use Permit (CUP), Rezone, Site Plan Review, and Preliminary Plat for the Apple Valley Technology Park project located in the Southwest quadrant of Pilot Knob and CSAH 42. We look forward to working with you on the submittals.

Project Overview

The Apple Valley Technology Park project proposes the development of approximately 134 acres of land located at the southwest corner of CSAH 42 (150th Street) and CSAH 31 (Pilot Knob Road) in Apple Valley, Dakota County, Minnesota. The proposed development includes three one-story data center buildings and two two-story data center buildings, along with ancillary buildings for office space, security, logistics, and centralized utility services. The project will also incorporate necessary utilities, drives, landscaping, and other related infrastructure as outlined in the project documents.

The Apple Valley Technology Park project will be replacing the eastern portion of the current mining operations. In partnership with the city, the project will fund the extension of Johnny Cake Ridge Road and 155th St. W to aid in future development of the area. As part of the site plan, Oppidan will be dedicating 20 acres on the south side of the project to the city for region storm water ponds and will be constructing walking paths that will connect to the city trail system. In total, the project will be planting over 2,000 trees and shrubs to help with screening as well as improve the aesthetics of the overall area. A comprehensive landscape plan is being developed to retain topsoil, lower irrigation needs, and increase natural pollinators presence. The project is requesting zero variances to the MU-BC zoning code and will exceed setbacks required. The northeast portion of the site plan will remain as a commercial lot for future development.

Annually the water consumption of the cooling system will be under 8 million gallons per year, a 85% decrease from current mining operations per the DNR water appropriation website. Given Minnesota's climate, the cooling system is expected to run 3% to 5% of a calendar year and reuses water 3 – 4 times before discharging into city sewer. Inclusive to the thousands of construction jobs this project will create, it is anticipated that over 200 full-time jobs will be created directly from the Technology Park. It is expected that ancillary jobs created will be 3 times that amount. Ancillary jobs include, but are not limited to, HVAC Technicians, Electrical Technicians, Network Engineers, Deisel Mechanics, and Property Maintenance vendors.

Rockport LLC Alternative Urban Areawide Review (AUAR) was adopted by the City Council on December 26, 2024. Additionally, a Comprehensive Plan text amendment is underway and being led by the City of Apple Valley in coordination with the Metropolitan Council. The City of Apple Valley staff is drafting the official Mixed Use – Business Campus District (MU-BC) zoning code for consideration of adoption by the Apple Valley City Council. The proposed development is applying to rezone to MU-BC, as stated in the Apple Valley Comprehensive 2040 plan, as part of this submission.

Schedule

In anticipation of the AUAR update adoption on December 26, 2024, it is the design team's understanding that the current comprehensive plan amendment, MU-BC zoning adoption, and this land-use application can run concurrently through Apple Valley's land use process.

Conditional Use Permit

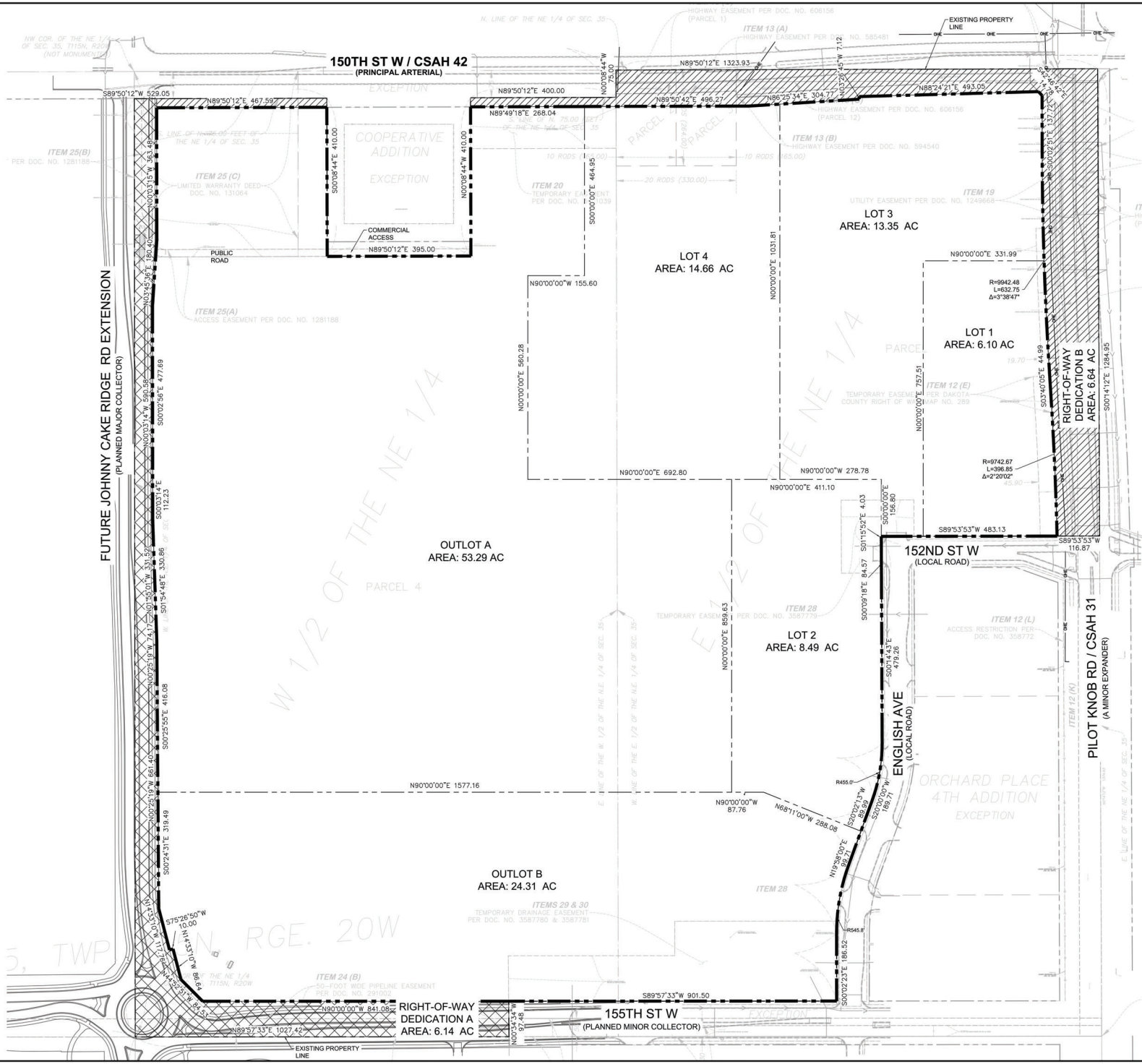
As stated in the draft MU-BC zoning, Data Center is an approved use, but subject to a Conditional Use Permit. This site plan is conforming to the base MU-BC ordinance and requires no deviations.

The project team greatly appreciates the City of Apple Valley's consideration of this Conditional Use Permit, Rezone, Site Plan Review, and Preliminary Plat application. If you have any questions or concerns, please feel free to reach me at Katelyn.Olson@kimley-horn.com or 507-216-0362.

Sincerely,

Drew R. Johnson

SVP – Oppidan Investment Company



PROPERTY SUMMARY	
LOT 1	6.10 AC
LOT 2	8.49 AC
LOT 3	13.35 AC
LOT 4	14.66 AC
OUTLOT A	53.29 AC
OUTLOT B	24.31 AC
RIGHT-OF-WAY DEDICATION A	6.14 AC
RIGHT-OF-WAY DEDICATION B	6.64 AC
TOTAL PROPERTY AREA	132.98 AC

COUNTY ROW:

CITY ROW:

DEVELOPER
OPPIDAN INVESTMENT COMPANY
400 WATER ST, SUITE 200
EXCELSIOR, MN 55331
TEL: (952) 294-0353

SURVEYOR
EGAN, FIELD & NOWAK, INC.
475 OLD HIGHWAY 8 NW, SUITE 200
NEW BRIGHTON, MN 55112
TEL: (612) 466-3300
CONTACT: ERIC ROESER, L.S.

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTUS STREET, SUITE 100
SAINT PAUL, MN 55114
TEL: (507) 216-0362
EMAIL: KATELYN.OLSON@KIMLEY-HORN.COM
CONTACT: KATIE OLSON, P.E.

LEGAL DESCRIPTION:

REAL PROPERTY IN THE CITY OF APPLE VALLEY, COUNTY OF DAKOTA, STATE OF MINNESOTA, DESCRIBED AS FOLLOWS:

PARCEL 1:
ABSTRACT PROPERTY:
THE EAST HALF OF THE NORTHEAST QUARTER, EXCEPT THE WEST 20 RODS OF THE NORTH 16 RODS, IN SECTION 35, TOWNSHIP 115, RANGE 20 WEST OF THE 5TH PRINCIPAL MEDIDIAN, DAKOTA COUNTY, MINNESOTA;
EXCEPT THAT PART THEREOF INCLUDED IN ORCHARD PLACE 2ND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, DAKOTA COUNTY, MINNESOTA;
AND EXCEPT THAT PART THEREOF INCLUDED IN ORCHARD PLACE 4TH ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, DAKOTA COUNTY, MINNESOTA

PARCEL 2:
ABSTRACT PROPERTY:
THE WEST 10 RODS OF THE NORTH 16 RODS OF THE EAST HALF OF THE NORTHEAST QUARTER IN SECTION 35, TOWNSHIP 115, RANGE 20 WEST OF THE 5TH PRINCIPAL MERIDIAN, DAKOTA COUNTY, MINNESOTA.

PARCEL 3:
ABSTRACT PROPERTY:
THE EAST 10 RODS OF THE WEST 20 RODS OF THE NORTH 16 RODS OF THE EAST HALF OF THE NORTHEAST QUARTER IN SECTION 35, TOWNSHIP 115, RANGE 20 WEST OF THE 5TH PRINCIPAL MERIDIAN, DAKOTA COUNTY, MINNESOTA.

PARCEL 4:
ABSTRACT PROPERTY:
THE WEST HALF OF THE NORTHEAST QUARTER, LESS AND EXCEPT THE NORTH 75 FEET THEREOF, IN SECTION 35, TOWNSHIP 115, RANGE 20 WEST OF THE 5TH PRINIPAL MERIDIAN, DAKOTA COUNTY, MINNESOTA;
EXCEPT THAT PART THEREOF INCLUDED IN THE PLAT OF COOPERATIVE ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, DAKOTA COUNTY, MINNESOTA;
AND EXCEPT THAT PART THEREOF INCLUDED IN ORCHARD PLACE 2ND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, DAKOTA COUNTY, MINNESOTA.

PARCEL 5: (ADDITIONAL LAND - NOT PART OF THIS SURVEY)
ABSTRACT PROPERTY:
THE NORTHWEST QUARTER, LESS AND EXCEPT THE NORTH 75 FEET THEREOF, IN SECTION 35, TOWNSHIP 115, RANGE 20 WEST OF THE 5TH PRINCIPAL MERIDIAN, DAKOTA COUNTY, MINNESOTA.

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

60% ENTITLEMENT PLANS

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PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

FOR REFERENCE ONLY

KHA PROJECT	193174065
DATE	01/27/2021
SCALE	AS SHOWN
DESIGNED BY	TET
DRAWN BY	TET
CHECKED BY	KJO

PRELIMINARY PLAT

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR
OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

SHEET NUMBER
PP100

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SITE DEVELOPMENT PLANS
FOR
APPLE VALLEY TECHNOLOGY PARK

SOUTH OF 150TH STREET WEST, WEST OF PILOT KNOB ROAD, AND NORTH OF 155TH STREET WEST
APPLE VALLEY, DAKOTA COUNTY, MN

UTILITY AND GOVERNING AGENCY CONTACTS

ENGINEERING DEPARTMENT
CITY OF APPLE VALLEY PUBLIC WORKS
TEL: (952) 953-2400
EMAIL: PUBWORKS@APPLEVALLEYMN.GOV
CONTACT: BRANDON S. ANDERSON, P.E.

NATURAL GAS COMPANY
NORTHERN NATURAL GAS
TEL: (402) 398-7200
EMAIL: DEREK.SANDMANN@NNGCO.COM
CONTACT: DEREK SANDMANN

POWER COMPANY
GRE/DAKOTA ELECTRIC ASSOCIATION
4300 220TH ST W
FARMINGTON, MN 55024
TEL: (651) 463-6212
EMAIL: MZEIDLER@DAKOTAELECTRIC.COM
DAKOTA ELECTRIC CONTACT: MATT ZIEDLER
EMAIL: MMACMILLAN@GRENERGY.COM
GRE CONTACT: MICHELLE MACMILLAN

ROADWAY AUTHORITY
CITY OF APPLE VALLEY PUBLIC WORKS
TEL: (952) 953-2400
EMAIL: PUBWORKS@APPLEVALLEYMN.GOV
CONTACT: JEFF LATHROP

DAKOTA COUNTY
ADMINISTRATION CENTER
1590 HIGHWAY 55
HASTINGS, MN 55033
TEL: (651) 437-3191

WETLAND
US ARMY CORPS OF ENGINEERS
332 MINNESOTA STREET, SUITE E1500
ST PAUL, MN 55101
TEL: (651) 290-5200

PROJECT TEAM:

DEVELOPER
OPPIDAN INVESTMENT COMPANY
400 WATER ST, SUITE 200
EXCELSIOR, MN 55331
TEL: (952) 294-0353
CONTACT: DREW JOHNSON

LANDSCAPE ARCHITECT
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767 EUSTUS STREET, SUITE 100
SAINT PAUL, MN 55114
TEL: (612) 568-0698
EMAIL: RYAN.HYLLESTED@KIMLEY-HORN.COM
CONTACT: RYAN HYLLESTED

ARCHITECT
PENNEYDESIGNGROUP, LLC
8120 WOODMOUNT AVENUE, SUITE 750
BETHESDA, MD 20814
TEL: (301) 979-7605
EMAIL: PBEYLO@PENNEYDESIGNGROUP.COM
CONTACT: PETER W. BEYLO

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
767 EUSTUS STREET, SUITE 100
SAINT PAUL, MN 55114
TEL: (507) 216-0362
EMAIL: KATELYN.OLSON@KIMLEY-HORN.COM
CONTACT: KATIE OLSON, P.E.

GEOTECHNICAL ENGINEERING
AMERICAN ENGINEERING TESTING, INC.
550 CLEVELAND AVE N
ST PAUL, MN 55114
TEL: (651) 659-1301
EMAIL: RFLICKINGER@TEAMAET.COM
CONTACT: ROB FLICKINGER

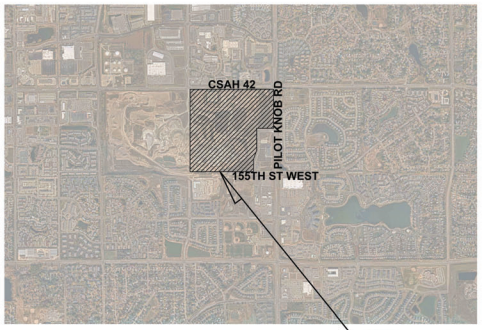
SURVEYOR
EGAN, FIELD & NOWAK, INC.
475 OLD HIGHWAY 8 NW, SUITE 200
NEW BRIGHTON, MN 55112
TEL: (612) 466-3300
CONTACT: ERIC ROESER, L.S.

SECTION, TOWNSHIP & RANGE

NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 115 NORTH, RANGE 20 WEST.

BENCHMARKS

SITE BENCHMARK:
TOP OF 5/8-INCH REBAR W / RED PLASTIC CAP LABELED "EFN CONTROL"
SITE BENCHMARK IS LOCATED ON THE WEST SIDE OF ENGLISH AVENUE 120 FEET NORTH OF THE INTERSECTION OF 155TH STREET WEST.
ELEVATION = 944.23 FEET



VICINITY
N.T.S.

NOTES:

1. CONTRACTOR SHALL CONFIRM THAT THE EXISTING CONDITIONS FOR THE SITE MATCH WHAT IS SHOWN ON THE DRAWINGS INCLUDED PRIOR TO CONSTRUCTION.
2. IF REPRODUCED, THE SCALES SHOWN ON THESE PLANS ARE BASED ON A ARCH FULL BLEED E1 (30.00 X 42.00 INCHES) SHEET.
3. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICES COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
4. ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF APPLE VALLEY'S GENERAL SPECIFICATIONS AND STANDARD DETAIL PLATES.
6. THE CONTRACTOR SHALL INSTALL A STEEL MARKER POST AT THE END OF EACH SANITARY SEWER SERVICE. THE DEVELOPER SHALL PROVIDE GPS COORDINATES OF EACH MARKER POST AND GPS COORDINATES OF EACH SANITARY SEWER SERVICE WYE. FINAL RECORD DRAWINGS SUBMITTED TO THE CITY SHALL HAVE A TABLE IDENTIFYING EACH SANITARY SEWER SERVICE WITH THE AFOREMENTIONED GPS COORDINATES.
7. KIMLEY-HORN SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY COSTS ARISING OUT OF THE CLIENTS DECISION TO OBTAIN BIDS OR PROCEED WITH CONSTRUCTION BEFORE KIMLEY-HORN HAS ISSUED FINAL, FULLY-APPROVED PLANS AND SPECIFICATIONS. THE CLIENT ACKNOWLEDGES THAT ALL PRELIMINARY PLANS ARE SUBJECT TO SUBSTANTIAL REVISION UNTIL PLANS ARE FULLY APPROVED AND ALL PERMITS OBTAINED.

SHEET LIST TABLE

SHEET NUMBER/RANGE	SHEET NAME
C000	COVER SHEET
C001	GENERAL NOTES
C010 - C010.19	ALTA TOPOGRAPHIC SURVEY
C020	EROSION AND SEDIMENT CONTROL PLAN - TEMPORARY STABILIZATION
C021	EROSION AND SEDIMENT CONTROL PLAN - PERMANENT STABILIZATION
C030	OVERALL SITE PLAN
C030.1 - C030.12	SITE PLAN ENLARGEMENTS
C040	OVERALL GRADING PLAN
C040.1 - C040.12	GRADING PLAN ENLARGEMENTS
C041	POND GRADING PLAN
C042 - C043	POND GRADING DETAILS
C050	OVERALL DRAINAGE PLAN
C050.1 - C050.12	DRAINAGE PLAN ENLARGEMENTS
C060	SITE DEMOLITION PLAN
C070	OVERALL UTILITY PLAN
C070.1 - C070.12	UTILITY PLAN ENLARGEMENTS
L080	LANDSCAPE PLAN
L080.1 - L080.12	LANDSCAPE PLAN ENLARGEMENTS
C090 - C091	EROSION AND SEDIMENT CONTROL DETAILS
C092 - C093	SITE DETAILS
C094 - C095	UTILITY DETAILS
L095	LANDSCAPE DETAILS

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FOR REFERENCE ONLY

KHA PROJECT 161174065
DATE 07/31/2020
SCALE AS SHOWN
DESIGNED BY AMW
DRAWN BY CAC
CHECKED BY KJO

COVER SHEET

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

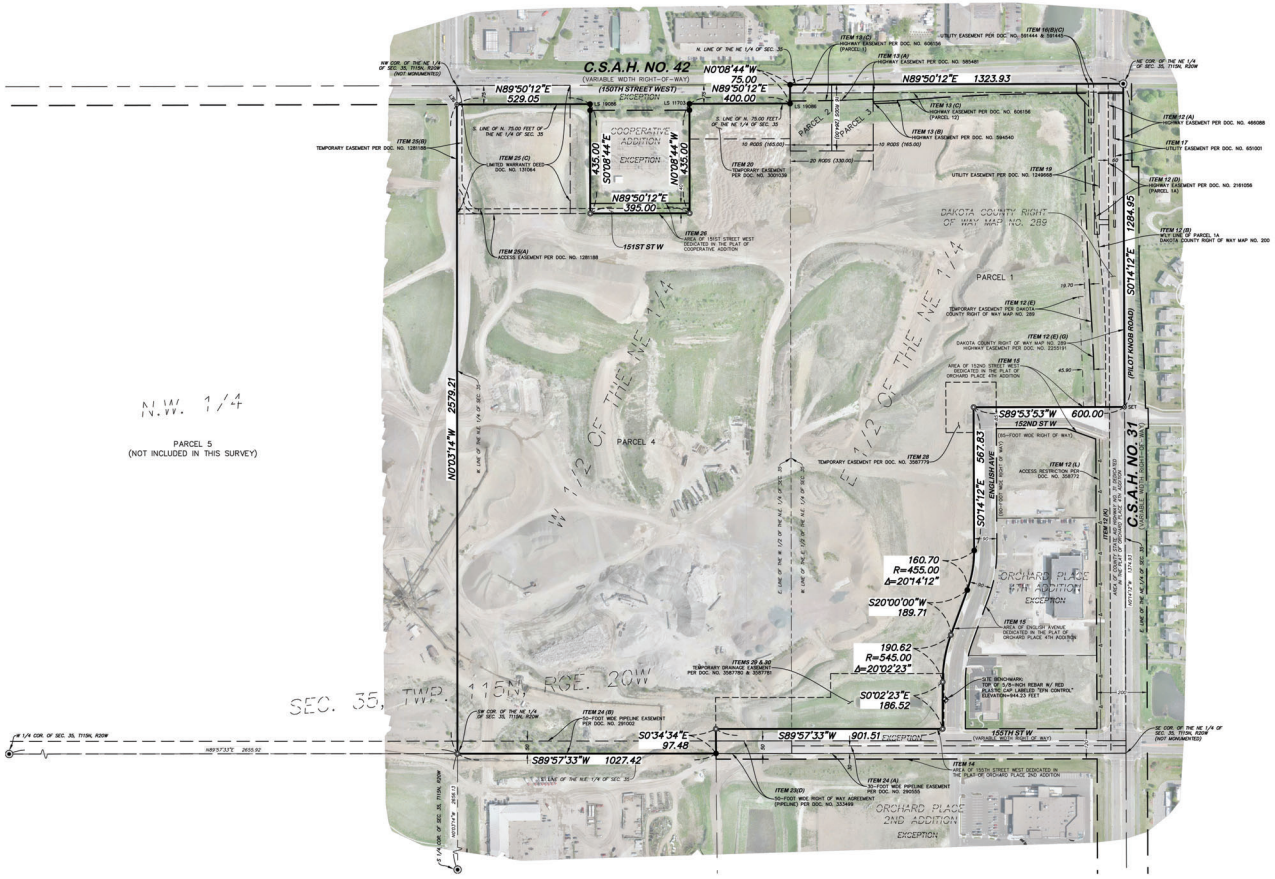
PREPARED FOR
OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

SHEET NUMBER
C000

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ALTA/NSPS LAND TITLE SURVEY FOR:
Kimley Horn & Associates, Inc.



FIELD BOOK	PAGE

FIELDWORK CHIEF:	
SW,DF,SS	
DRAWN BY:	RRR
CHECKED BY:	ER

NO.	DATE	DESCRIPTION
1	2024/06/17	REVISED PER KH COMMENTS

DRAWING NAME: 41904.dwg
JOB NO. 41904
FILE NO.

ALTA/NSPS LAND TITLE SURVEY

SURVEY FOR:
Kimley Horn & Associates, Inc.

PROPERTY ADDRESS:
Unassigned Address 150th Street West & Pilot Knob Road
Apple Valley, Minnesota 55124

Egan, Field & Nowak, Inc.
land surveyors since 1872
475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

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SHEET 2 OF 20

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ALTA TOPOGRAPHY SURVEY

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APPLE VALLEY TECHNOLOGY PARK

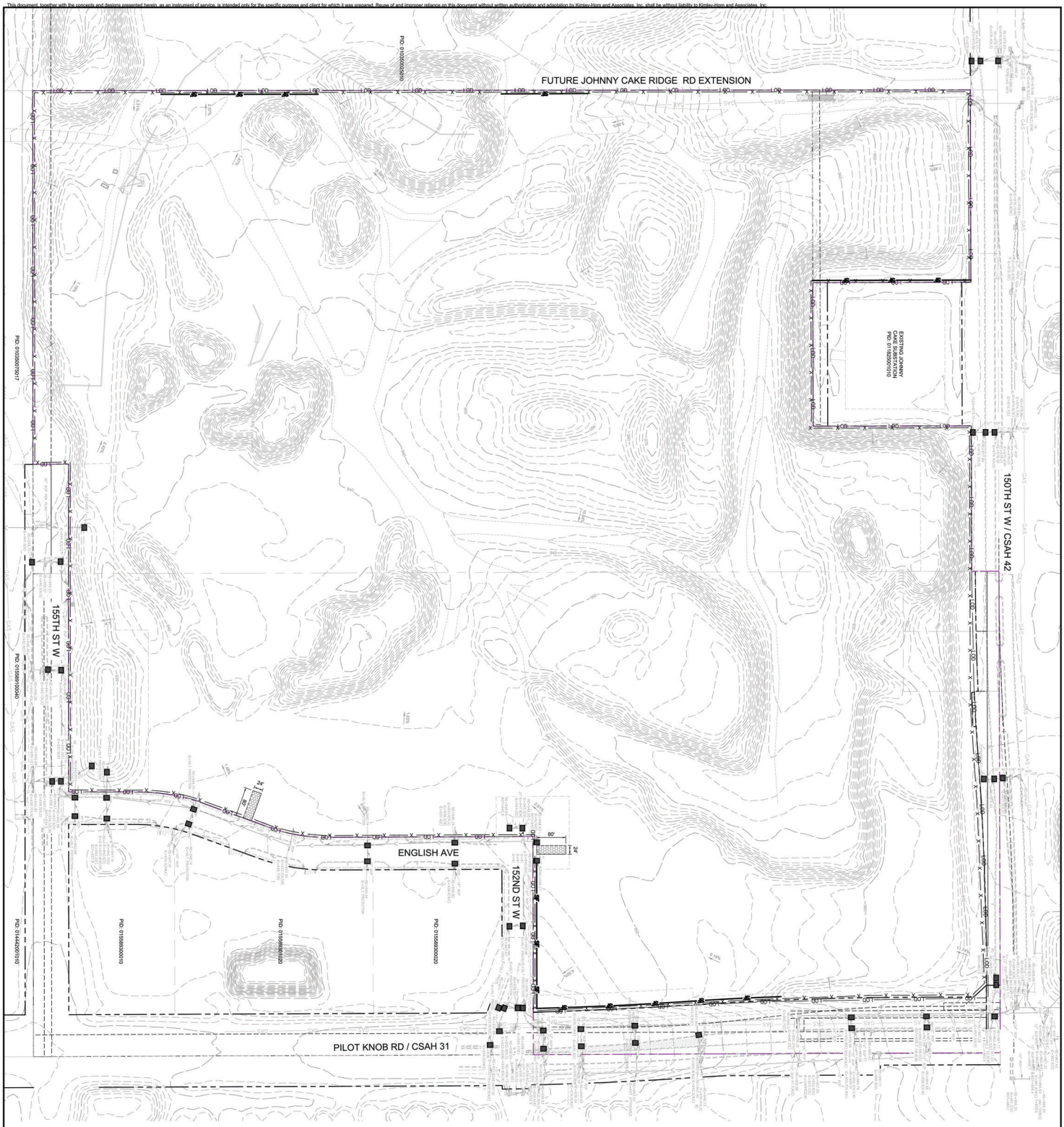
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SHEET NUMBER
C010.1

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LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING CONTOUR
- EXISTING DRAINAGE DIRECTION
- EXISTING EASEMENT
- SILT FENCE (PER DETAIL ERO-1 ON SHEET C0061)
- LOD — LIMITS OF DISTURBANCE
- SAFETY FENCE
- ROCK ENTRANCE (PER DETAIL ERO-22 ON SHEET C0061)
- INLET PROTECTION (PER DETAILS ON SHEETS C0061 AND C0061)
- EXISTING STORM SEWER
- EXISTING STORM SEWER MANHOLE
- EXISTING STORM SEWER INLET

TEMPORARY STABILIZATION BMP QUANTITIES

SILT FENCE	±2,176 LF
INLET PROTECTION	54 EA.
ROCK CONSTRUCTION ENTRANCE	2 EA.

GRAPHIC SCALE IN FEET 0 50 100 200

NORTH

PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NUMBER C020

APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR

OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

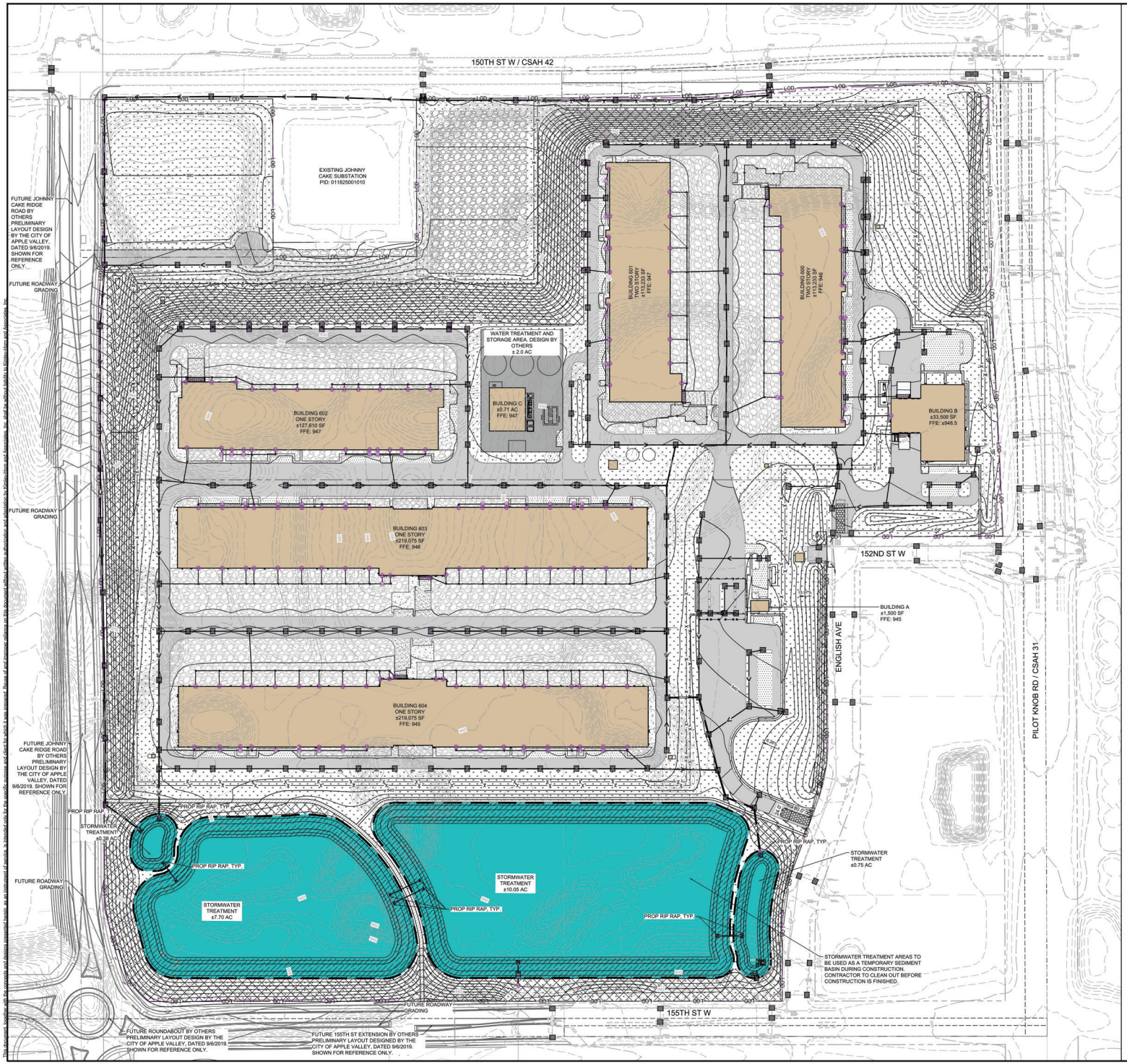
EROSION AND SEDIMENT CONTROL PLAN - TEMPORARY STABILIZATION

KHA PROJECT	160177406S
DATE	12/18/2024
SCALE	AS SHOWN
DESIGNED BY	AMW
DRAWN BY	TET
CHECKED BY	KJO

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PHONE: 651-645-4197
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LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED DRAINAGE DIRECTION
- EXISTING EASEMENT
- SILT FENCE (PER DETAIL ERO-1 ON SHEET C090)
- LIMITS OF DISTURBANCE
- PROPOSED INLET OR CATCH BASIN
- PROPOSED STORM MANHOLE
- INLET PROTECTION (PER DETAILS ON SHEETS C090 AND C091)
- EROSION CONTROL BLANKET (PER DETAIL ERO-4 ON SHEET C090)
- ROCK ENTRANCE (PER DETAIL ERO-22 ON SHEET C090)
- PROPOSED ROADWAY PAVEMENT
- PROPOSED MNDOT WET DITCH SEED (SEE SHEET)
- PROPOSED LANDSCAPE (SEE SHEET)
- PROPOSED BITUMINOUS TRAIL PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED BITUMINOUS PAVEMENT

PERMANENT STABILIZATION BMP QUANTITIES

SILT FENCE	±2,788 LF
INLET PROTECTION	258 EA
ROCK CONSTRUCTION ENTRANCE	2 EA
EROSION CONTROL BLANKET	±14.6 AC

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NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

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PHONE: 651-945-4197
WWW.KIMLEY-HORN.COM

KHA PROJECT 161774065
DATE 07/27/2021
SCALE AS SHOWN
DESIGNED BY AMV
DRAWN BY TET
CHECKED BY KJO

EROSION AND SEDIMENT CONTROL PLAN - PERMANENT STABILIZATION

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

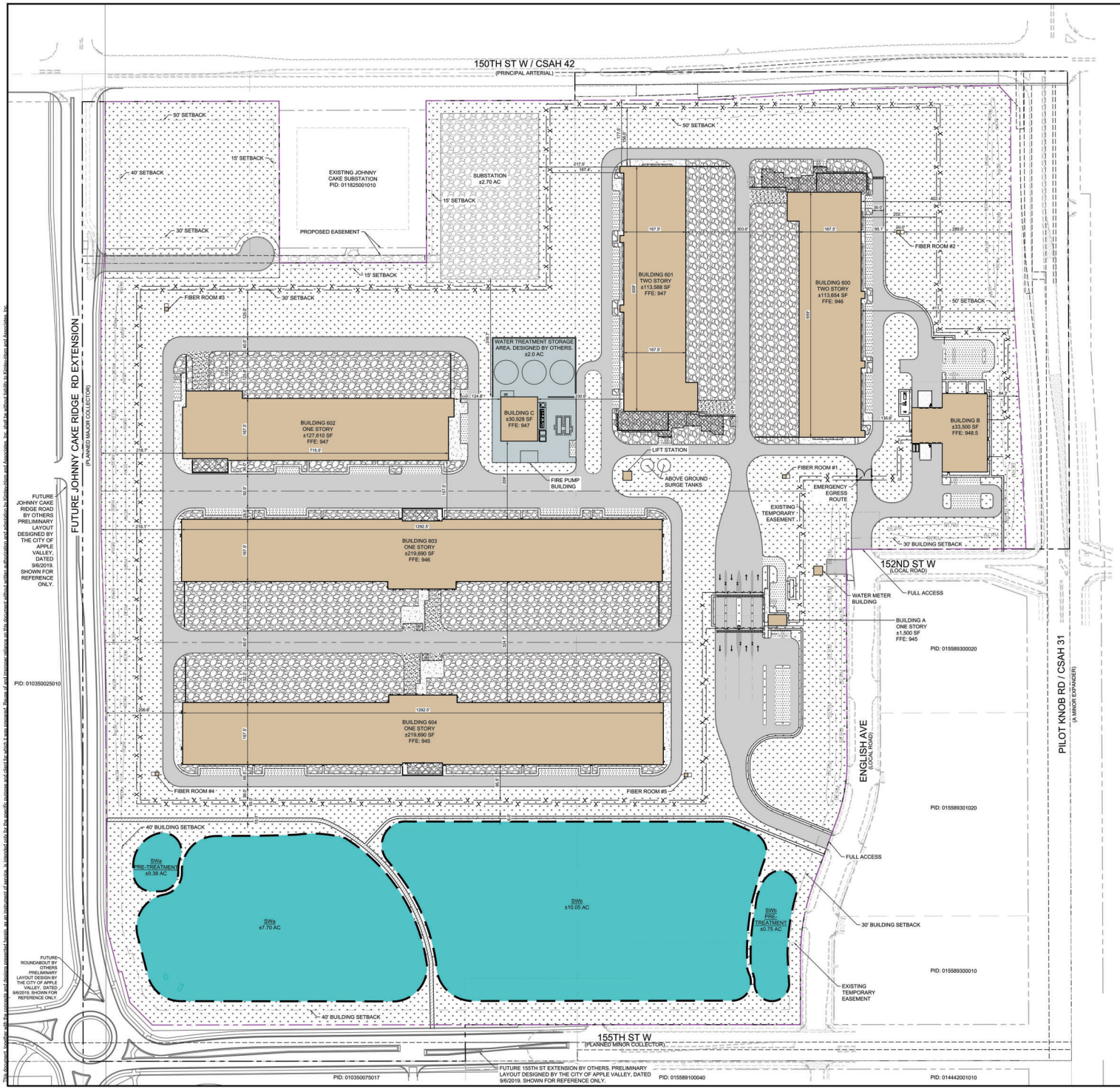
PREPARED FOR

OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

SHEET NUMBER C021

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SITE PLAN LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED BERM
- PROPOSED SECURITY FENCE
- PROPOSED 6" CURB AND GUTTER (SEE SHEET C092)
- PROPOSED BUILDING
- STORMWATER MANAGEMENT AREA
- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK (SEE SHEET C093)
- BITUMINOUS WALK (SEE SHEET C093)
- LANDSCAPING (SEE SHEET L010)
- TRAFFICABLE GRAVEL
- NON-TRAFFICABLE GRAVEL

OVERALL PARKING SUMMARY	
TOTAL PROPOSED PARKING	351 SPACES
REQUIRED ACCESSIBLE PARKING	15 SPACES
PROPOSED ACCESSIBLE PARKING	19 SPACES
TOTAL PROPOSED PARKING (BLDG A)	42 SPACES
TOTAL PROPOSED PARKING (BLDG B)	56 SPACES
TOTAL PROPOSED PARKING (BLDG C)	4 SPACES

PROJECT SUMMARY	
TOTAL PROPERTY AREA	±133.0 AC
DISTURBED AREA	±133.4 AC
EXISTING IMPERVIOUS AREA	±0.0 AC
EXISTING PERVIOUS AREA	±133.0 AC
PROPOSED IMPERVIOUS AREA	±56.8 AC
PROPOSED PERVIOUS AREA	±76.2 AC
NET INCREASE IN IMPERVIOUS AREA	±56.8 AC
AREA OF WETLAND IMPACT	±0.0 AC

SITE DATA	
EXISTING ZONING	SAND AND GRAVEL (SG)
PROPOSED ZONING	MIXED USE BUSINESS CAMPUS (MUBC)
PARKING SETBACKS	SIDE/ REAR = 5 FT PUBLIC STREETS = 20 FT ABUTTING RESIDENTIAL LOT = 20 FT
BUILDING SETBACKS	PRINCIPAL/ MINOR ARTERIAL STREET = 50 FT COMMUNITY/ NEIGHBORHOOD COLLECTORS = 40 FT SIDE = 15 FT REAR = 15 FT ABUTTING RESIDENTIAL = 30 FT

BUILDING DATA	
TOTAL BUILDING AREA	±19.7 AC
PERCENT OF TOTAL PROPERTY AREA	±14.8 %

GENERAL PLAN NOTES

1. REFER TO GENERAL NOTES SHEET (C001) FOR SPECIFIC GENERAL PLAN NOTES

Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

60% ENTITLEMENT PLANS

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KHA PROJECT 161174065
DATE 12/23/2021
SCALE AS SHOWN
DESIGNED BY AMV
DRAWN BY TAP
CHECKED BY KJO

OVERALL SITE PLAN

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

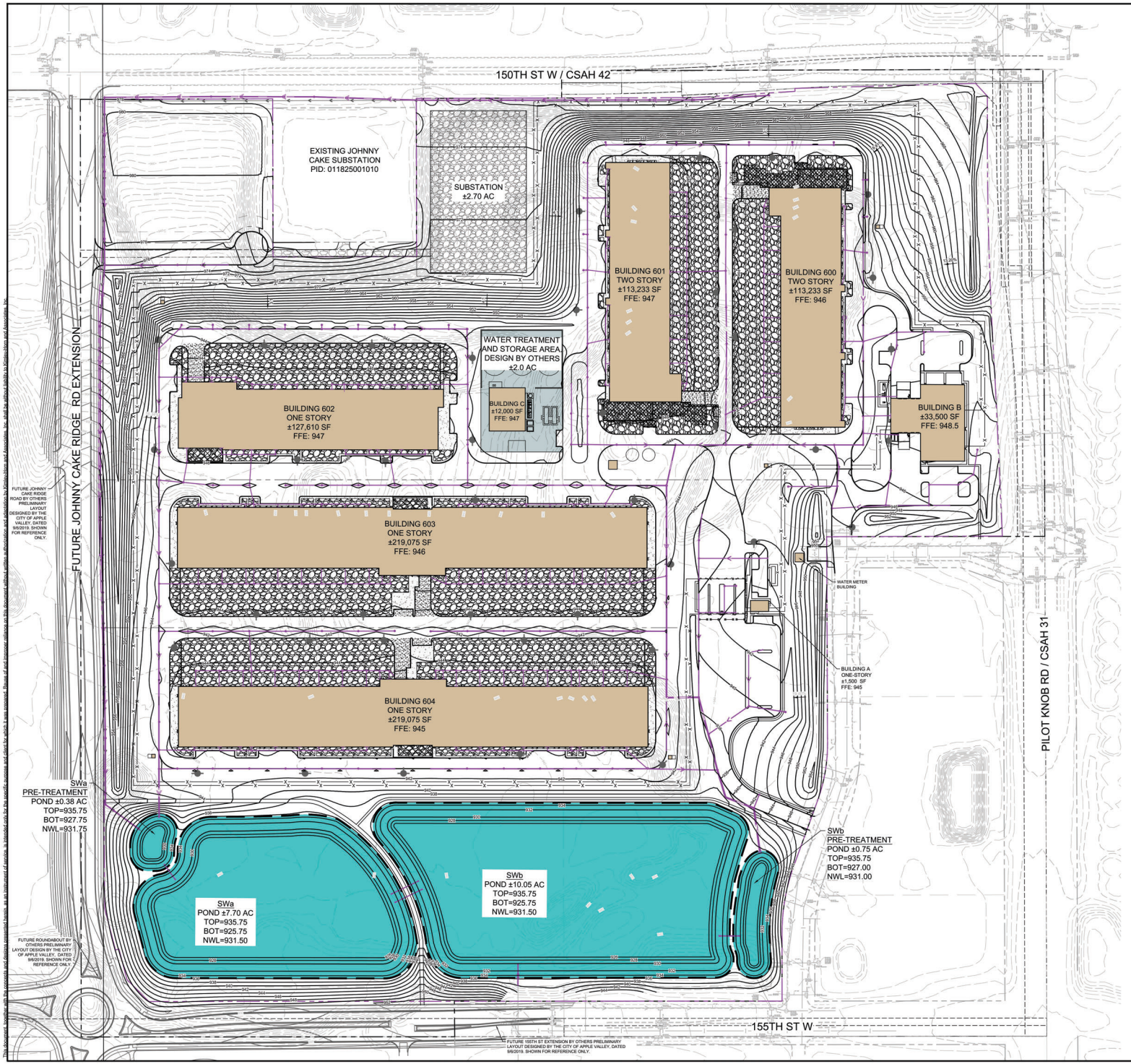
PREPARED FOR

OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

SHEET NUMBER C030

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LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE DIRECTION
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (CURB INLET CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM SEWER
- DELINEATED WETLAND BOUNDARY
- SETBACK LINE
- PROPOSED EASEMENT
- PROPOSED SECURITY FENCE
- PROPOSED LIMITS OF DISTURBANCE
- EXISTING OVERHEAD POWER LINE
- PROPOSED BUILDING
- PROPOSED MECHANICAL EQUIPMENT
- PROPOSED PAVEMENT
- PROPOSED STORMWATER MANAGEMENT AREA
- PROPOSED WATER TANK AREA
- PROPOSED SIDEWALK/LANDSCAPE AREA
- PROPOSED STORMWATER TREATMENT MAINTENANCE BENCH
- PROPOSED SUBSTATION AREA

GENERAL PLAN NOTES

1. REFER TO GENERAL NOTES SHEET(C001) FOR SPECIFIC GENERAL PLAN NOTES.

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NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

60% ENTITLEMENT PLANS

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KHA PROJECT	161174065
DATE	07/27/2020
SCALE	AS SHOWN
DESIGNED BY	JJD
DRAWN BY	JJD
CHECKED BY	KJO

OVERALL GRADING PLAN

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR

OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

SHEET NUMBER C040

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DRAINAGE PLAN LEGEND

- PROPOSED PROPERTY LINE
- EASEMENT LINE
- EXISTING CONTOUR
- 925 PROPOSED CONTOUR
- 0.0% PROPOSED SLOPE
- PROPOSED STORM PIPE
- PROPOSED TRENCH DRAIN
- PROPOSED STORM MANHOLE (SOLID CASTING)
- PROPOSED STORM MANHOLE (ROUND INLET CASTING)
- PROPOSED STORM MANHOLE/ CATCH BASIN (CURB INLET CASTING)
- PROPOSED STORM SEWER CLENOUT
- PROPOSED FLARED END SECTION
- PROPOSED RIPRAP
- PROPOSED STORMWATER MANAGEMENT AREA
- PROPOSED WATER TANK AREA

NOTES

1. REFER TO GENERAL NOTES SHEET (C001) FOR SPECIFIC GENERAL PLAN NOTES.

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GRAPHIC SCALE IN FEET 0 50 100 200

NORTH

60% ENTITLEMENT PLANS

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KHA PROJECT 161174065
DATE 07/31/2020
SCALE AS SHOWN
DESIGNED BY HEB
DRAWN BY HEB
CHECKED BY KJO

OVERALL DRAINAGE PLAN

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR

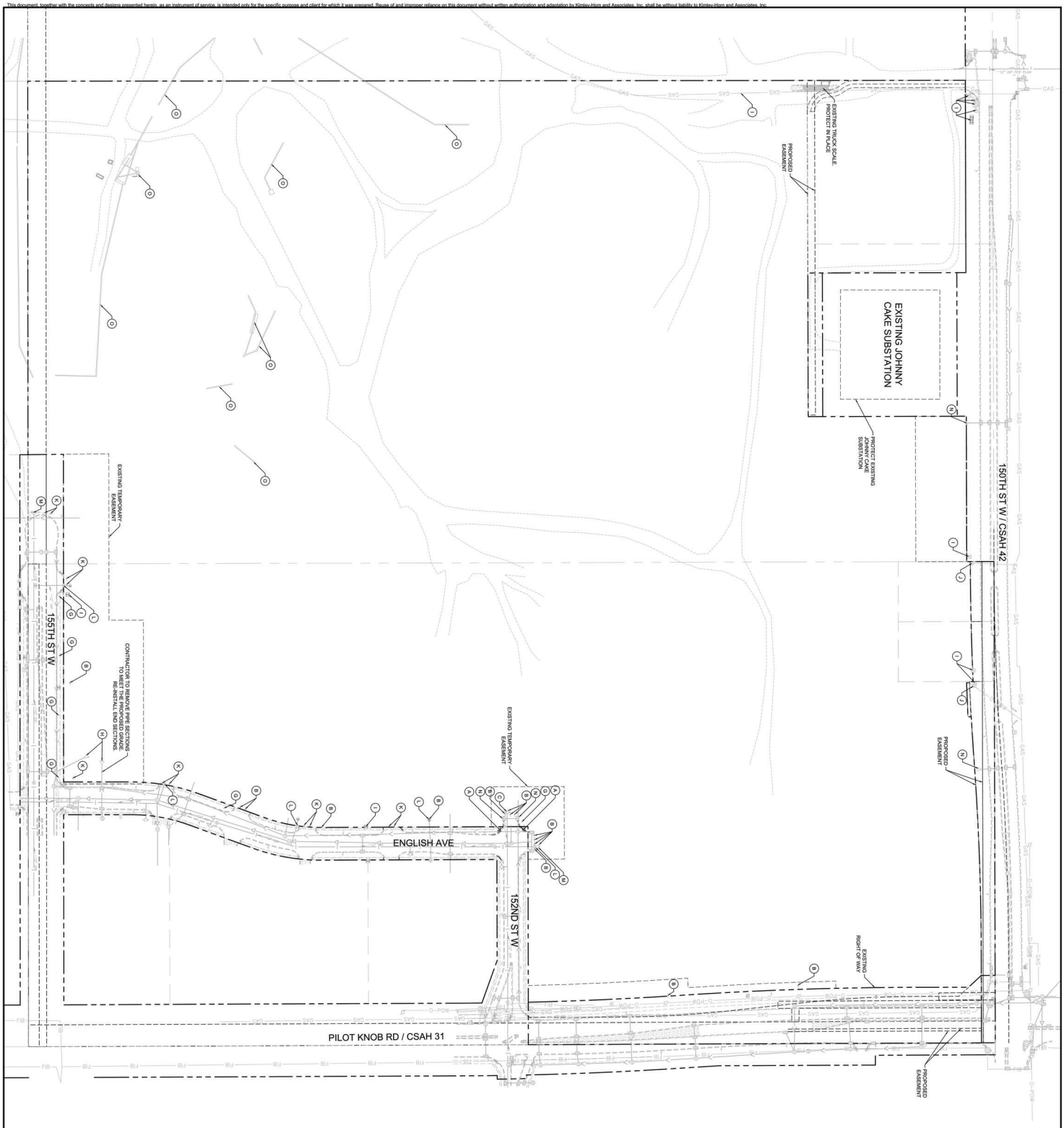
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KEYNOTE LEGEND

- (A) REMOVE EXISTING CURB
- (B) REMOVE EXISTING SIGN
- (C) REMOVE EXISTING HYDRANT
- (D) REMOVE EXISTING WATER VALVE
- (E) REMOVE EXISTING STORM SEWER STRUCTURE
- (F) REMOVE EXISTING STORM SEWER
- (G) PROTECT EXISTING LIGHT POLE
- (H) REMOVE AND SALVAGE EXISTING STORM SEWER STRUCTURE
- (I) PROTECT EXISTING UTILITIES
- (J) PROTECT EXISTING POWER POLE
- (K) PROTECT EXISTING SIGN
- (L) PROTECT EXISTING WATER VALVE
- (M) REMOVE AND RELOCATE EXISTING HYDRANT
- (N) PROTECT EXISTING STORM SEWER STRUCTURE
- (O) EXISTING MINE EQUIPMENT TO BE REMOVED BY MINE OPERATOR

LEGEND

- EXISTING PROPERTY LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATERMAIN
- EXISTING GAS MAIN
- EXISTING FIBER
- EXISTING CURB & GUTTER
- EXISTING SIGN
- EXISTING STORM CATCHBASIN
- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING POWER ACCESS PANELS
- EXISTING TRANSFORMERS
- EXISTING LIGHT POLE

Know what's below. Call before you dig. 811

GRAPHIC SCALE IN FEET 0 50 100 200

NORTH

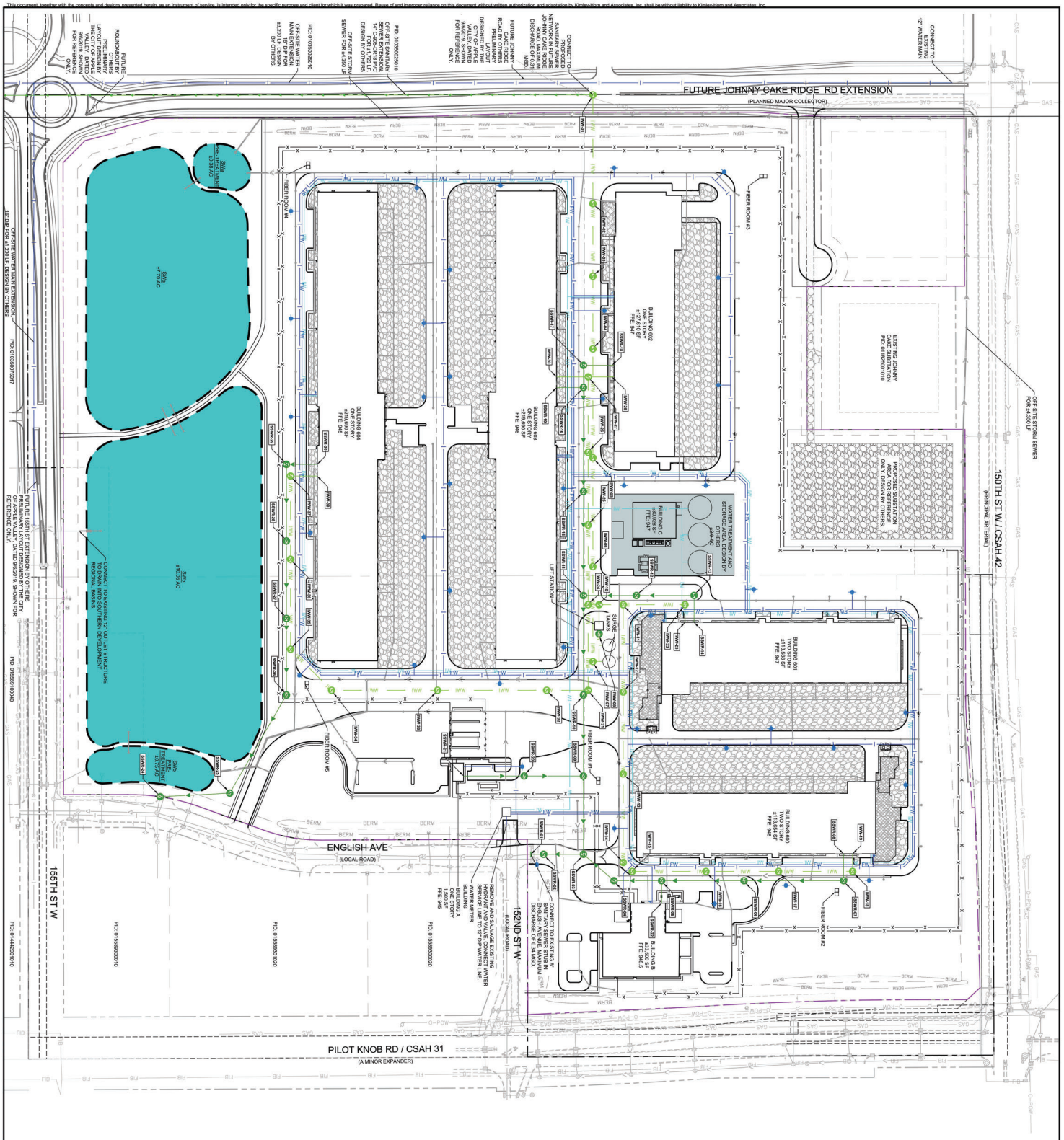
PRELIMINARY - NOT FOR CONSTRUCTION

SHEET NUMBER C060	APPLE VALLEY TECHNOLOGY PARK PREPARED FOR OPPIDAN INVESTMENT CO. APPLE VALLEY MN	SITE DEMOLITION PLAN	KHA PROJECT 160177406S DATE 12/18/2024 SCALE AS SHOWN DESIGNED BY AMW DRAWN BY AMW CHECKED BY KJO

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LEGEND

- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE
- PROPOSED DOMESTIC WATER PIPE
- PROPOSED FIRE WATER PIPE
- PROPOSED INDUSTRIAL WATER PIPE
- PROPOSED WATER VALVE
- PROPOSED WATER REDUCER
- PROPOSED WATER TEE
- PROPOSED FIRE DEPARTMENT CONNECTION (FDC)
- PROPOSED FIRE HYDRANT
- PROPOSED DOMESTIC SANITARY PIPE
- PROPOSED INDUSTRIAL WASTEWATER PIPE
- PROPOSED SANITARY MANHOLE
- PROPOSED SANITARY CLEAN OUT
- PROPOSED INDUSTRIAL WASTEWATER MANHOLE
- PROPOSED INDUSTRIAL WASTEWATER CLEAN OUT
- PROPOSED STORM SEWER PIPE
- PROPOSED STORMWATER MANAGEMENT AREA
- PROPOSED WATER TREATMENT AND STORAGE AREA, DESIGN BY OTHERS

NOTES

1. REFER TO GENERAL NOTES SHEET (C001) FOR SPECIFIC GENERAL PLAN NOTES.

Know what's below. Call before you dig. 811

GRAPHIC SCALE IN FEET 0 50 100 200

NORTH

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR

OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

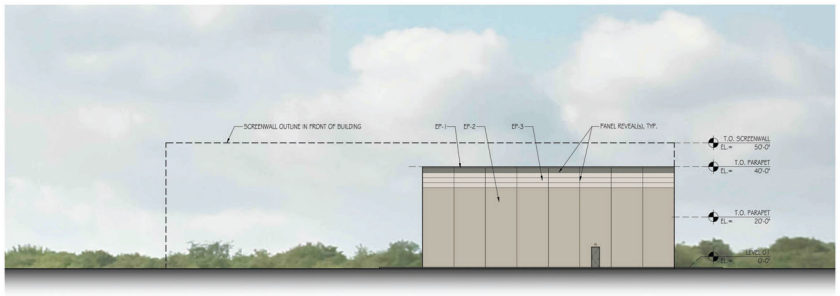
SHEET NUMBER C070

OVERALL UTILITY PLAN

KHA PROJECT	160177406S
DATE	12/18/2024
SCALE	AS SHOWN
DESIGNED BY	MAW
DRAWN BY	MAW
CHECKED BY	KJO

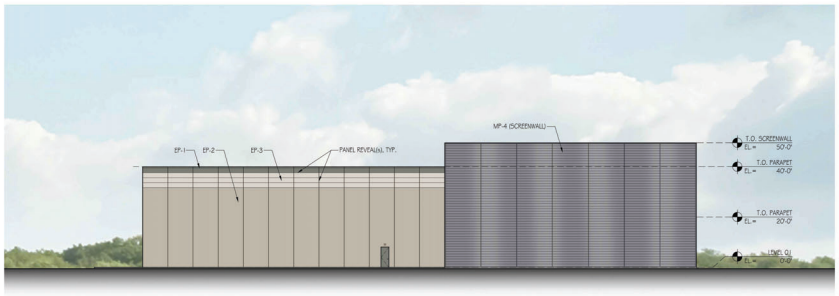
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1 PROPOSED EXTERIOR ELEVATION (NORTH) - W/ SCREENWALL

Scale: 1"=20'-0"



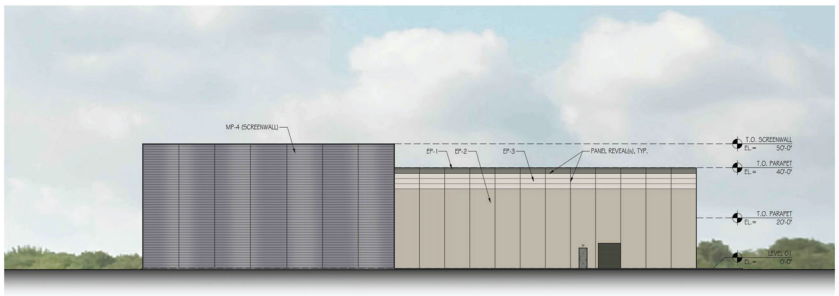
2 PROPOSED EXTERIOR ELEVATION (EAST) - W/ SCREENWALL

Scale: 1"=20'-0"



3 PROPOSED EXTERIOR ELEVATION (SOUTH) - W/ SCREENWALL

Scale: 1"=20'-0"



4 PROPOSED EXTERIOR ELEVATION (WEST) - W/ SCREENWALL

Scale: 1"=20'-0"

EXTERIOR MATERIALS

TAG		MANUFACTURER	REMARKS
EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS "CITYSCAPE" #SW 7067	PANELS AS NOTED.
EP-2	EXTERIOR PAINT	SHERWIN WILLIAMS "VERSATILE GRAY" #SW 6072	PANELS AS NOTED.
EP-3	EXTERIOR PAINT	SHERWIN WILLIAMS "DRIFT OF MIST" #SW 9166	PANELS AS NOTED.
MP-4	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD "SLATE GRAY"	SCREEN WALLS, AS NOTED.

NOTES: *FINAL SPECIFICATIONS TO MATCH OR BE EQUAL TO SPECIFICATION ABOVE.
* PANEL PAINT SHALL BE EUCLID CHEMICAL CO. - TAMMSCOAT, MEDIUM COARSE FINISH OR EQUAL - MATCH PAINT COLORS LISTED ABOVE -
G.C. SHALL SUBMIT SAMPLES AND PROVIDE MOCK-UP ON SITE FOR OWNER & ARCHITECT APPROVAL.

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Proposed Exterior Building Elevations
Auxiliary Water Building
12/18/2024

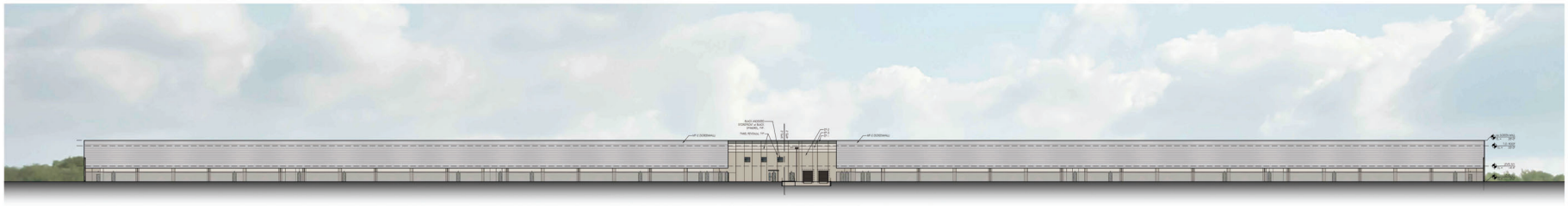
Apple Valley Technology Park
Apple Valley, MN
OPP004

PEL-1
SCALE:
1"=20'-0"
30 x 42



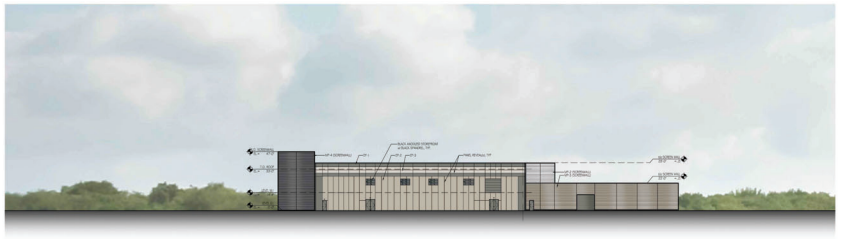
1 PROPOSED EXTERIOR ELEVATION (FRONT) W/ SCREENWALL - OVERALL

Scale: 1"=40'-0"



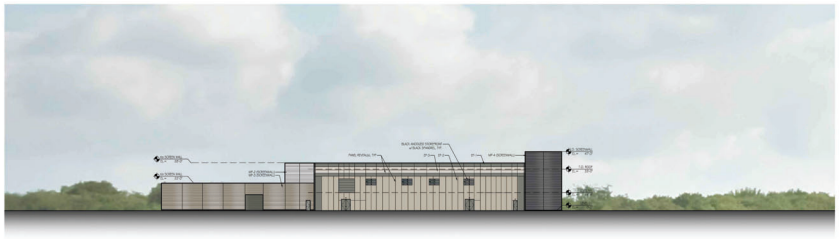
2 PROPOSED EXTERIOR ELEVATION (OFFICE/ENTRY) W/ SCREENWALL - OVERALL

Scale: 1"=40'-0"



3 PROPOSED EXTERIOR ELEVATION (SIDE) W/SCREENWALL - OVERALL

Scale: 1"=40'-0"



4 PROPOSED EXTERIOR ELEVATION (SIDE) W/ SCREENWALL - OVERALL

Scale: 1"=40'-0"

EXTERIOR MATERIALS

TAG		MANUFACTURER	REMARKS
MP-1	METAL PANEL	ALPOLIC - 'CNC CHARCOAL'	AS NOTED
MP-2	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'STONE WHITE'	SCREEN WALLS, AS NOTED.
MP-3	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'GRANITE'	SCREEN WALLS & PENTHOUSE, AS NOTED.
MP-4	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'SLATE GRAY'	SCREEN WALLS, AS NOTED.

TAG		MANUFACTURER	REMARKS
EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS 'CITYSCAPE' #SW 7067	PANELS AS NOTED.
EP-2	EXTERIOR PAINT	SHERWIN WILLIAMS "VERSITILE GRAY" #SW 6072	PANELS AS NOTED.
EP-3	EXTERIOR PAINT	SHERWIN WILLIAMS 'DRIFT OF MIST' #SW 9166	PANELS AS NOTED.
L-1	METAL LOUVER	CLEAR ANODIZED FINISH	TYP. THROUGHOUT

NOTES: *FINAL SPECIFICATIONS TO MATCH OR BE EQUAL TO SPECIFICATION ABOVE.
* PANEL PAINT SHALL BE EUCLID CHEMICAL CO. - TAMMSCOAT, MEDIUM COARSE FINISH OR EQUAL - MATCH PAINT COLORS LISTED ABOVE - G.C. SHALL SUBMIT SAMPLES AND PROVIDE MOCK-UP ON SITE FOR OWNER & ARCHITECT APPROVAL.

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Proposed Exterior Building Elevations

1-Story Building
12/18/2024

Apple Valley Technology Park
Apple Valley, MN

OPP004

PEL-1

SCALE:
1"=40'-0"
30 x 42



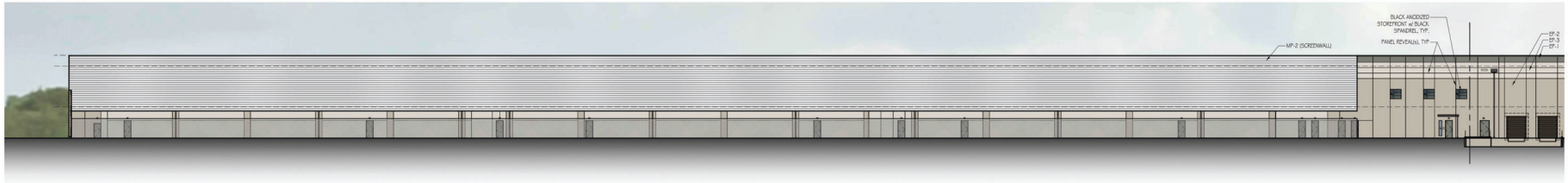
1 PROPOSED PARTIAL EXTERIOR ELEVATION (FRONT) W/ SCREENWALL - ENLARGED

Scale: 1"=20'-0"



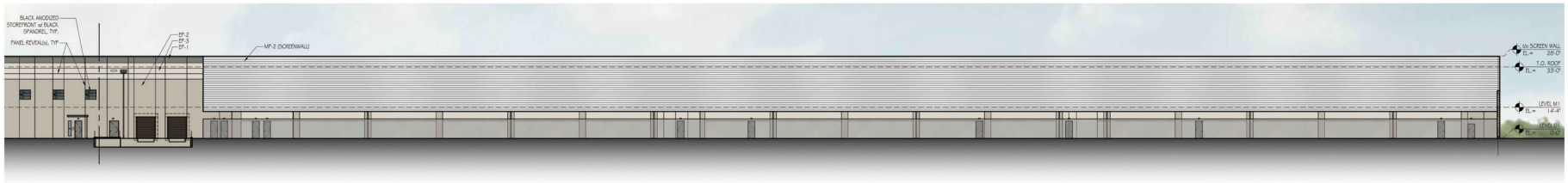
2 PROPOSED PARTIAL EXTERIOR ELEVATION (FRONT) W/SCREENWALL - ENLARGED

Scale: 1"=20'-0"



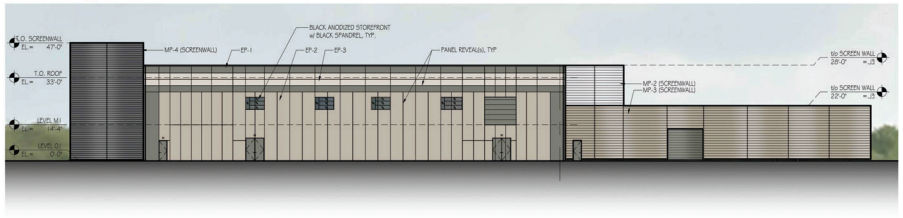
3 PROPOSED PARTIAL EXTERIOR ELEVATION (OFFICE/ENTRY) - ENLARGED

Scale: 1"=20'-0"



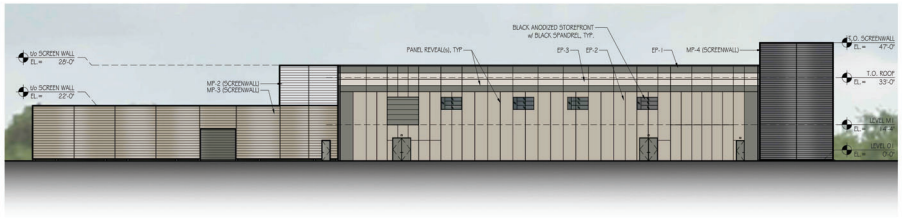
4 PROPOSED PARTIAL EXTERIOR ELEVATION (OFFICE/ENTRY) W/ SCREENWALL - ENLARGED

Scale: 1"=20'-0"



5 PROPOSED PARTIAL EXTERIOR ELEVATION (SIDE) W/SCREENWALL - ENLARGED

Scale: 1"=20'-0"



6 PROPOSED PARTIAL EXTERIOR ELEVATION (SIDE) W/ SCREENWALL - ENLARGED

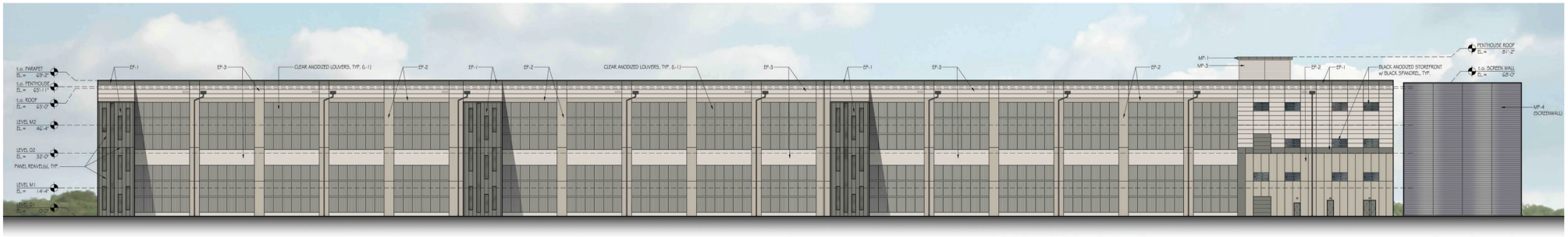
Scale: 1"=20'-0"

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Proposed Exterior Building Elevations
1-Story Building
12/18/2024

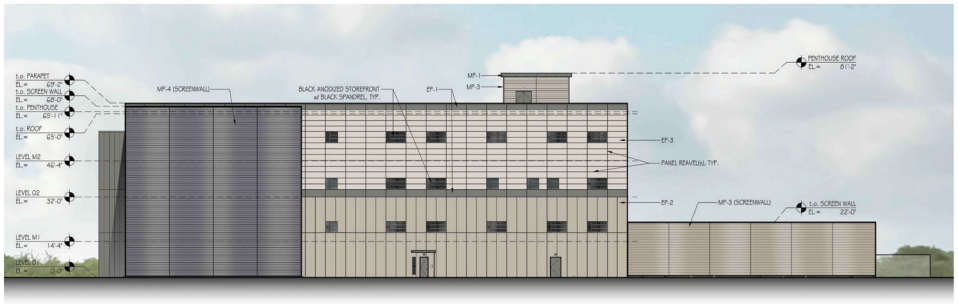
Apple Valley Technology Park
Apple Valley, MN
OPP004

PEL-2
SCALE: 1"=20'-0"
30 x 42



1 PROPOSED EXTERIOR ELEVATION (FRONT)

Scale: 1"=20'-0"



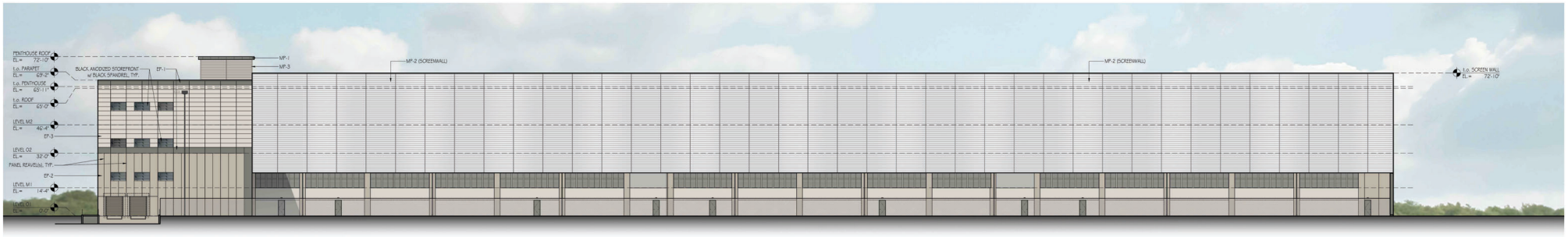
2 PROPOSED EXTERIOR ELEVATION (OFFICE / ENTRY)

Scale: 1"=20'-0"



3 PROPOSED EXTERIOR ELEVATION (SIDE)

Scale: 1"=20'-0"



4 PROPOSED EXTERIOR ELEVATION (YARD-FACING)

Scale: 1"=20'-0"

EXTERIOR MATERIALS

	TAG	MANUFACTURER	REMARKS
MP-1	METAL PANEL	ALPOLIC - 'CNC CHARCOAL'	AS NOTED
MP-2	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'STONE WHITE'	SCREEN WALLS, AS NOTED.
MP-3	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'GRANITE'	SCREEN WALLS & PENTHOUSE, AS NOTED.
MP-4	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'SLATE GRAY'	SCREEN WALLS, AS NOTED.

	TAG	MANUFACTURER	REMARKS
EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS 'CITYSCAPE' #SW 7067	PANELS AS NOTED.
EP-2	EXTERIOR PAINT	SHERWIN WILLIAMS 'VERSATILE GRAY' #SW 6072	PANELS AS NOTED.
EP-3	EXTERIOR PAINT	SHERWIN WILLIAMS 'DRIFT OF MIST' #SW 9166	PANELS AS NOTED.
L-1	METAL LOUVER	CLEAR ANODIZED FINISH	TYP. THROUGHOUT

NOTES: *FINAL SPECIFICATIONS TO MATCH OR BE EQUAL TO SPECIFICATION ABOVE.
* PANEL PAINT SHALL BE EUCLID CHEMICAL CO. - TAMMSCOAT, MEDIUM COARSE FINISH OR EQUAL - MATCH PAINT COLORS LISTED ABOVE - G.C. SHALL SUBMIT SAMPLES AND PROVIDE MOCK-UP ON SITE FOR OWNER & ARCHITECT APPROVAL.

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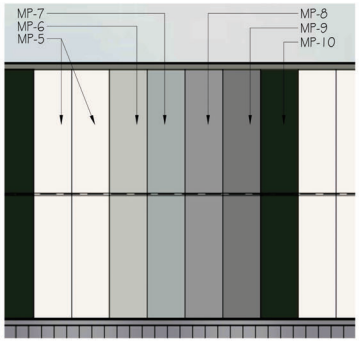
Proposed Exterior Building Elevations

2-Story Building
12/18/2024

Apple Valley Technology Park
Apple Valley, MN

OPP004a

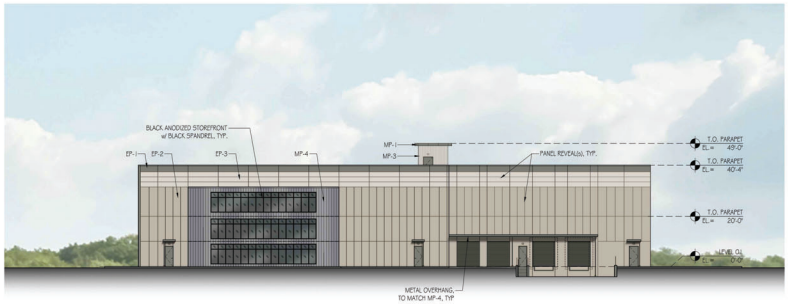
PEL-1
SCALE:
1"=20'-0"
30 x 42



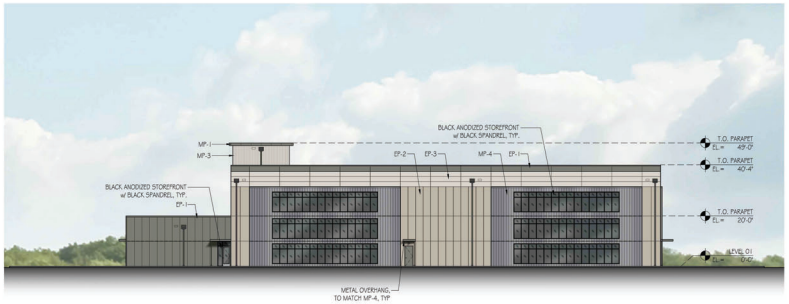
5 PANEL ENLARGED ELEVATION
Scale: 1"=20'-0"



1 PROPOSED EXTERIOR ELEVATION (SITE INTERIOR)
Scale: 1"=20'-0"



2 PROPOSED EXTERIOR ELEVATION (OFFICE/ENTRY)
Scale: 1"=20'-0"



3 PROPOSED EXTERIOR ELEVATION (STREET FACING)
Scale: 1"=20'-0"



4 PROPOSED EXTERIOR ELEVATION (OFFICE/ENTRY)
Scale: 1"=20'-0"

EXTERIOR MATERIALS

TAG		MANUFACTURER	REMARKS
MP-1	METAL PANEL	ALPOLIC - 'CNC CHARCOAL'	AS NOTED
MP-3	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'GRANITE'	SCREEN WALLS # PENTHOUSE, AS NOTED.
MP-4	METAL PANEL	CORRUGATED METAL PANEL - PAC CLAD 'SLATE GRAY'	SCREEN WALLS, AS NOTED.
MP-5	METAL PANEL	METAL PANEL - METL SPAN 'SNOW WHITE'	AS NOTED
MP-6	METAL PANEL	METAL PANEL - METL SPAN 'REGAL GRAY'	AS NOTED
MP-7	METAL PANEL	METAL PANEL - METL SPAN 'SMOKE GRAY'	AS NOTED

TAG		MANUFACTURER	REMARKS
MP-8	METAL PANEL	METAL PANEL - METL SPAN 'TUNDRA'	AS NOTED
MP-9	METAL PANEL	METAL PANEL - METL SPAN 'SLATE GRAY'	AS NOTED
MP-10	METAL PANEL	METAL PANEL - METL SPAN 'BURNISHED SLATE'	AS NOTED
EP-1	EXTERIOR PAINT	SHERWIN WILLIAMS 'CITYSCAPE' #SW 7067	PANELS AS NOTED.
EP-2	EXTERIOR PAINT	SHERWIN WILLIAMS 'VERSATILE GRAY' #SW 6072	PANELS AS NOTED.
EP-3	EXTERIOR PAINT	SHERWIN WILLIAMS 'DRIFT OF MIST' #SW 9166	PANELS AS NOTED.

NOTES: *FINAL SPECIFICATIONS TO MATCH OR BE EQUAL TO SPECIFICATION ABOVE.
* PANEL PAINT SHALL BE DUCUD CHEMICAL CO. - TAMMSCOAT, MEDIUM COARSE FINISH OR EQUAL - MATCH PAINT COLORS LISTED ABOVE - G.C. SHALL SUBMIT SAMPLES AND PROVIDE MOCK-UP ON SITE FOR OWNER # ARCHITECT APPROVAL.

PENNEY DESIGN GROUP
8120 Woodmont Avenue | Suite 750 | Bethesda, Maryland 20814
p.301.979.7600 | f.301.710.6384 | www.penneydesigngroup.com

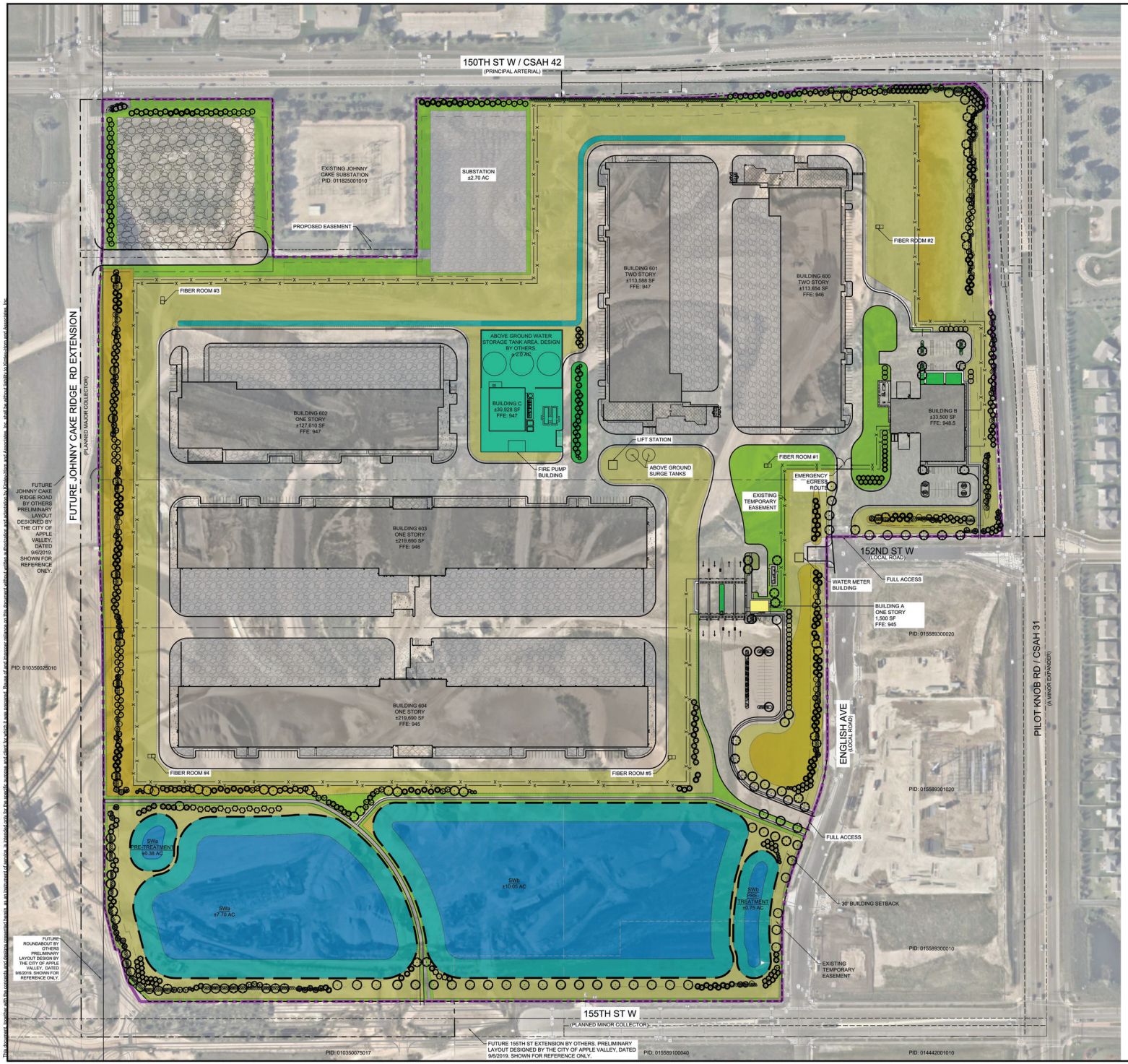
Proposed Exterior Building Elevations

Technology Assembly Building
12/18/2024

Apple Valley Technology Park
Apple Valley, MN

OPP004

PEL-1
SCALE:
1"=20'-0"
30 x 42



LANDSCAPE SUMMARY

PROJECT COST REQUIREMENTS

REQUIRED: LANDSCAPE MATERIALS MUST BE AT LEAST 1.5% OF THE ESTIMATED BUILDING CONSTRUCTION COST

PARKING LOT ISLAND REQUIREMENTS

REQUIRED LANDSCAPE ISLANDS: 2,706 S.F. / 2% = 135,265 S.F. PARKING LOT AREA * 0.02
PROVIDED LANDSCAPE ISLANDS: 2%+
REQUIRED LANDSCAPE ISLAND TREES: 55 TREES = 2,706 REQUIRED LANDSCAPE AREA * 0.02
PROVIDED LANDSCAPE ISLAND TREES: 55 TREES PROVIDED ELSEWHERE ON SITE. UNABLE TO PROVIDE TREES IN PARKING AREAS DUE TO DESIGN CONSTRAINTS.

SCREENING REQUIREMENTS:

REQUIRED: WHERE INDUSTRY IS WITHIN 100' OF PROPERTY ZONED RESIDENTIAL AND/OR ACROSS STREET FROM RESIDENTIAL ZONE.

SCREENING SHALL CONSIST OF AN ATTRACTIVE SOLID FENCE, WALL, OR EARTHEN BERM.

PROVIDED: SOUTHWEST CORNER OF SITE IS WITHIN 100' OF PROPERTY ZONED RESIDENTIAL, ADJACENT LAND IS A STORMWATER MANAGEMENT AREA AND FEATURES LANDSCAPE SCREENING, THE PROPOSED BUILDING FFE IS 5' BELOW GRADE AT THE PROPERTY LINE.

THE MAJORITY OF THE SITE IS NOT ADJACENT TO RESIDENTIAL/WITHIN 100' EXCEPT FOR THE AREA MENTIONED ABOVE. SCREENING HAS BEEN ADDED IN THE FORM OF LANDSCAPE BERMS, PLANTINGS, AND BUILDING FFE ARE BELOW GRADE OF ADJACENT ROADWAY.

LANDSCAPE LEGEND

- EDGER (TYP.)
- PROPERTY LINE (TYP.)
- SEED/ SOD EDGE (TYP.)
- GRAVEL (TYP.)
- SOD (TYP.)
- SEED WITH MNDOT SOUTHERN BOULEVARD (SB) SEED MIX (TYP.)
- SEED WITH MNDOT WET DITCH (WD) SEED MIX (TYP.)
- SEED WITH MNDOT SOUTHERN TALLGRASS ROADSIDE (STR) SEED MIX (TYP.)
- SEED WITH SOUTHERN SHORTGRASS (SSR) SEED MIX (TYP.)
- PROPOSED BUILDING

Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE IN FEET
0 50 100 200

60% ENTITLEMENT PLANS

Kimley»Horn
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14800 GALAXIE AVE SUITE 200, APPLE VALLEY, MN 55124
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

KHA PROJECT 161174065
DATE 12/23/2020
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY RAH

LANDSCAPE PLAN

PRELIMINARY - NOT FOR CONSTRUCTION

APPLE VALLEY TECHNOLOGY PARK

PREPARED FOR

OPPIDAN INVESTMENT CO.

APPLE VALLEY MN

SHEET NUMBER
L080

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

CITY OF Apple Valley

MEMO

Public Works

TO: Alex Sharpe, AICP, City Planner

FROM: Evan Acosta, Assistant City Engineer

DATE: January 31, 2025

SUBJECT: Apple Valley Technology Park Site Plan Building Permit Plans dated 12/18/2024

Alex,

The following are comments regarding the Apple Valley Technology Park Preliminary Plans dated December 18, 2024. Please include these items as conditions to approval.

General

1. Provide a narrative and site plan showing how the expansion will be constructed and any impacts prior to building permit authorization. The narrative and plan shall include the following:
    - Material storage and staging
        - All material storage to be onsite and indicated on plan.
    - Haul routes to and from the site.
        - Haul routes and access should be limited to signalized intersections on major roadways or Future JCRR
        - AVR maintenance facility would require access to public road
        - AVR west side of pit would require access off JCRR along with relocation of weigh station
    - Contractor and subcontractor parking locations
        - Onsite trade parking should be provided.
    - Phasing Plan
    - Lighting Plan
2. All work and infrastructure within public easements or right of way shall be to City standards. A public improvement project will be required for:
    - sanitary sewer, water main and storm sewer improvements in Johnny Cake Ridge Road (JCRR) and 155th Street
    - roadway extension of Johnny Cake Ridge Road (JCRR) from Fairfield Drive to CSAH 42 and 155th Street West including a multi-lane roundabout.
        - Waiver of Objection to Special Assessments should be executed for cost share if public improvements are requested to be assessed to the benefiting properties.
        - A Feasibility Study prepared by City of Apple Valley for Public improvements per 429 process is required by MN State Statute

- A design agreement will be required for the design of the public streets and utilities by City Staff.
- A Private Installation Agreement will be required for inspection and construction of the proposed Stormwater Pond. Construction Documents for grading plan are proposed to be completed by applicant engineer.
    - Groundwater/DWSMA study will be required by BARR for suitability of infiltration in DWSMA
    - All Trails within Outlot B shall be 8' in width
    - All screening landscaping shall be on private property.
    - Landscaping within Outlot B shall be approved by the Natural Resources Coordinator.

3. Funding of all internal private streets and base utilities is expected to be the responsibility of the developer. Funding for collector streets and trunk utilities will be included as part of the development agreement and will be shared with the City of Apple Valley in accordance with a Feasibility Study.
    - No Trunk Utility reimbursement is anticipated due to project demands.
    - Additional funding for water treatment plant upgrades are needed.
        - The difference in comprehensive plan water demand from the addition of technology campus is approximately 1.0 MGD Maximum Day Demand (MDD).
            - Consideration should be given to utilizing other technologies that reduce the water demands from municipal supply.
    - Dakota County JPA may be required for installation of NCGT underpass at JCRR south of future roundabout or for trail construction along the south side of CSAH 42 from Johnny Cake Ridge Road to Pilot Knob Road.
4. Access Restriction Easement will be required along Pilot Knob Road, 155th Street W, Johnny Cake Ridge Road, CSAH 42 and English Avenue as part of the Development Agreement in accordance with access spacing guidelines set by City Engineer and Dakota County.
5. Future 155th Street requires a Right-of-way Width of 120'.
6. Future Johnny Cake Ridge Road Right-of-Way Width shall be 150' from future 152nd to future Roundabout. Per AUAR traffic memo, additional traffic study is required to determine JCRR roadway needs and intersection control (including ROW) at future 152nd and JCRR along with 155th and JCRR.
7. Future Johnny Cake Ridge Road Right-of-Way Width shall be 150' (and align with JCRR North of CSAH 42)
8. Per Dakota County - CSAH 42 will require 100' half ROW on south side
9. Per Dakota County - CSAH 31 will require 100' half ROW on west side
10. Preliminary Plat for:
    - Lots 1-4 should include required minimum 10' drainage and utility easements along right of way per city code.
    - Outlot A should include 60' ROW dedicated for public roadway (cul-de-sac) to provide access to future Lot at SE corner JCRR/CR 42 and for access to DEA substation property.

(Site Plans indicate private roadway while right of way is partially platted – since multiple lots are being served by access this should be public)

- Access shall be limited to a RIRO at spacing allowable per City Engineer.
- Access easement may be required across PID 011825001010
- Site Plan indicates this is a private access roadway, but underlying documents reflect this is public ROW.
- Sanitary Sewer and Watermain service will need to be extended to future commercial lot at SE corner of JCRR and CR 42.The area that includes the storm water ponds is shown as Outlot B and shall be dedicated to the City. All of Outlot B shall be designated as a permanent drainage and utility easement.

- The area that includes the storm water ponds is shown as Outlot B and shall be dedicated to the City. All of Outlot B shall be designated as a permanent drainage and utility easement.
- Johnny Cake Ridge Road Right of Way and 155th Street Right of Way should be dedicated on the preliminary and final plat. This requires including the following PID as part of the preliminary Plat:
  - Parcel ID 010350025010.
  - Parcel ID 010350075017.
  - Parcel ID 010350052015.
- Misc. temporary easements need to be reviewed for vacation
- Identify pipeline easement per doc no. 291002

Permits

11. Provide a copy of the executed Minnesota Department of Health, Minnesota Pollution Control Agency, Met Council, Department of Labor and any other required permits prior to construction.
12. Department of Labor and Industry (DOLI) shall review private utilities.
13. A right of way permit will be required for all work within public easements or right of way.
14. A Natural Resource Management Permit (NRMP) will be required prior to any land disturbing activity commences.
15. The City of Apple Valley will procure a sanitary sewer extension permit from the MPCA and an approval from the Minnesota Department of Health for public water main as part of public improvement project associated with public sanitary sewer and water main extension.
16. A copy of the executed Encroachment Agreement with Magellan Pipeline for work occurring within easement area as indicated on plans prior will need to be obtained prior to any construction activity.

Erosion and Sedimentation Control

17. Provide detail for Temporary Sediment basin(s) if different from proposed final basin(s).
    - The sediment basins must be inspected and cleaned annually.
18. A wheel wash station is required while more than 30% (by site area) of the site are

actively being disturbed.

Site

19. Site Plan and Preliminary Plat do not match. Revise to match.
20. Provide details for proposed fencing around the perimeter of property.
21. City Standard Details and Construction Specifications are being updated for 2025 and will need to be incorporated into final construction plans, as applicable.
22. Include Auto turn drawing for service and emergency vehicles entering and leaving the site.
23. Access Road at JCRR/CSAH 42 to DEA substation(s) may be a public street.
    - Provide dimension for Cul de Sac bulb.
        - If public, use and make reference to City Detail Plate STR 14 (or 14A) in the detail sheets
        - If private, ROW vacation may be necessary.
24. As part of Final Phase of construction, 155th Street will be extended from western access of the Orchard Place commercial development to the roundabout. The full street corridor with landscaped medians, left turn lanes, and walkways will be constructed.
    - Minor roadway alignment adjustment from 155th Street to roundabout could be provided to avoid impacts to AVR maintenance facility.
25. As part of Final Phase of construction, Johnny Cake Ridge Road will be extended from CSAH 42 to Fairfield Drive. The full street corridor with landscaped medians, left turn lanes, and walkways will be constructed.
    - Review of past pending assessments for future traffic signals at 157th and JCRR and JCRR and CSAH 46 should be confirmed as part of feasibility report
    - The intersection of the northwestern east/west roadway (approximately 151st Street) and the potential access to the Technology Park may also be suited for a roundabout control, depending on the distance between the access and CSAH 42. A roundabout at this location may help serve as a gateway to the development area and slow travel speeds and will be included for analysis in feasibility study.
    - Johnny Cake Ridge Road is likely best suited for a three-lane facility between CSAH 46 and CSAH 42 and should be reviewed as part of Technology campus with completion of feasibility study.
26. Pavement section for public roadways shall match existing roadways and be shown on the plans.
27. Show the location of hydrants on the site plan.
28. Show existing easements on the site/grading and utility plans. Permanent structures are not allowed in drainage and utility easements or private storm water facilities.
29. Driveway Apron shall be per City of Apple Valley standard detail plate STR-5.
30. Show locations of proposed lighting fixtures for parking lots and site.
31. Site plan should show site line triangles at access entrances as well as on the landscape plan
32. Drainage and utility easements should be shown on Plans.
33. Unused Driveway aprons shall be removed and shown on the plans.

Grading & Drainage Plan

34. Final Storm Water Pollution Prevention Plan (SWPPP) shall be included with plans and shall be reviewed and approved by City Engineer. A berm is required south of CR 42.
35. Additional berm is required north of 152nd street along CR 31 as screening for Building B.
36. A 6'-8' berm is required along CSAH 42.
37. Final Grading Plans shall be reviewed and approved by City Engineer.
38. Provide the overall site composite Curve Number (CN) along with the impervious % on the area tabulation.
39. Label the EOF's on the grading plan.
40. Provide elevations for top & bottom of all retaining walls.
41. Provide rim elevations for each of the catch basins on the grading plan.
42. The NWL, 100-year HWL and EOF should be indicated on plan sheets for storm water ponds.

Storm Sewer

43. A storm sewer memo prepared by Bolton and Menk, Inc. is attached. Additional comments related to stormwater are below.
44. Final locations and sizes of Storm Sewer shall be reviewed with the final construction plans and approved by City Engineer.
45. Add details STO-9A and STO-10A to the detail sheets (New 2025 Detail Plate)

Sanitary Sewer and Water main

46. Final sanitary sewer and watermain design and construction plans shall be completed by the City of Apple Valley.
47. Domestic and Fire services to each building shall be per detail SER-6.
    - Add detail SER-6 to the detail sheets.
48. New 12" ductile iron pipe (DIP) water main will be extended through the Orchard Place commercial development up to 155th Street. This water main will connect to the existing 12" DIP water main stub at the south end of the property near 157th Street and English Avenue. This 12" water main is not part of the City's water distribution system and is being constructed only to provide service to the Orchard Place commercial development.
49. All watermain shall be a min depth of 8.0'.
50. Identify Irrigation service location(s) if applicable per SER-4.
51. Provide additional drawing showing required hydrant coverage for site.
52. Domestic water and fire service shall be split outside the existing building and the valves shall be located 1.5 times the height of the building away from the building or placed in location readily accessible per City of Apple Valley standard detail plate SER-6.
53. Unused watermain stubs, water service stubs, and sanitary sewer stubs shall be removed back to the main and indicate on plans.

Landscape and Natural Resources

12. Applicant should provide detail on snow storage locations and any planned locations to store deicing materials.
13. Pond side slopes should include 6 inches of topsoil. Exception would be for any proposed infiltration areas.
14. A stormwater maintenance agreement will be required for any onsite stormwater features, such as sumps, hydrodynamic separators, etc.
15. The City requires vegetated buffer zones of at least 16.5 feet in width to be established for stormwater ponds. Buffer signage and a minimum 3 year maintenance plan will be required as part of any private install agreement. More information is available under section 152.57.
16. Applicant shall work with Public Works Staff on appropriate placement of trees and maintenance access around stormwater ponds.
17. The City recommends contacting a native plant supplier or local specialist to help select appropriate seed mixes and in establishing a plan for establishing the seed mix through appropriate site preparation methods. The sandy soils in this location present issues in establishing native plants and have a high occurrence of invasive species, such as spotted knapweed. Spotted knapweed is difficult to control and mowing can cause the seed to spread further.

BOLTON & MENK
Real People. Real Solutions.

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Oakdale, MN 55128

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Bolton-Menk.com

MEMORANDUM

Date: January 31, 2025

Subject: Apple Valley Technology Park – Stormwater Management Plan Review Memo

City Project No.: 2024-185

On behalf of the City of Apple Valley, Bolton & Menk, Inc. has conducted a stormwater management plan review for the proposed Apple Valley Technology Park development submittal package, dated December 18, 2024.

The City of Apple Valley is the MS4 Permittee and administers the MS4 requirements to their public improvement projects. Therefore, the conducted review is based on applicable MS4, City, and State stormwater management requirements.

This memo summarizes the review of the stormwater management plan documents submitted to the City of Apple Valley by Kimley Horn and Associates, Inc. including:

- Civil & LA Drawings
- Stormwater Management Report

1. Rate Control

- The City of Apple Valley's Surface Water Management Plan (SWMP) requires that post-construction peak runoff rates not exceed pre-project runoff rates for the 1-year, 2-year, 10-year, and 100-year critical storm event.

  Due to the existing site being a landlocked zero-discharge site, demonstrating that pre-project runoff rates will not be exceeded is considered infeasible. Therefore, following regional flow assumptions defined within the City's 2007 Surface Water Management Plan, the allowable peak discharge rate for the 100-year storm event is 2.3 cfs (as noted in the submitted Stormwater Management Report memo). This maximum allowable discharge rate should continue to be met with subsequent submittals as the stormwater design is updated.

  Please provide a summary table within the narrative demonstrating proposed peak rates will not exceed the allowable 2.3 cfs discharge rate for the 1-year, 2-year, 10-year, and 100-year critical storm events.

- The "Pond 19P" outlet configuration within HydroCAD model appears to have an error. 6" Vertical Orifice device with invert 931.50 does not appear to convey flows during the 2- and 10-year events, which both have HWL elevations exceeding 931.50.

- Per the City's 2007 SWMP, WVR-P53 is anticipated to receive regional outflows from the future upstream regional basin WVR-P52 (west of the proposed Johnny Cake Ridge Road) at an allowable 100-year peak flow rate of 2.4 cfs. Please account for upstream regional flows within the proposed HydroCAD model.

Bolton & Menk is an equal opportunity employer.

- The existing storm sewer pipe crossing 155th Street is a 30" RCP. The plan and model currently show it as a 24" pipe. Please revise the plans and model.

2. Volume Control Requirement and Vulnerable Infiltration

- Per the MS4 permit requirements, infiltration is prohibited when the system would be constructed within an area outside of an ERA but within a DWSMA classified as high or very high vulnerability, unless the permittee performs or approves a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater.

  Based on Figure 2-4 of the City's SWMP, the project site resides within a High Vulnerability DWSMA. Therefore, infiltration is prohibited without further investigation.

  The 2024 AUAR indicates that "An additional groundwater/infiltration analysis will be required to be completed for future stormwater guidance as it relates to proposed infiltration practices within the DWSMA." City staff will initiate this additional analysis.

  If the evaluation indicates adverse impacts are probable, please remove deep sand section through the vegetated buffer and replace with a minimum 6" of topsoil. Demonstrate how the site's alternate design, without infiltration, will satisfy applicable water quality requirements with summary tables and water quality model results.

  If the evaluation indicates that infiltration is feasible without adverse impacts, the orifice controlling the stormwater basin outlet should be raised above the NWL to provide a defined infiltration volume. This should be updated on the drawings and in the stormwater model.

3. Water Quality

- The City of Apple Valley's SWMP requires developments over 0.2 acres shall have no net increase in annual TSS or TP loading compared to pre-development standards.
- The Stormwater Management Report memo indicates that the wet ponds exceed the MPCA recommended permanent pool volume where phosphorus load reductions are a priority of 3,600 cubic feet per acre of drainage.
- Due to the existing site being a zero-discharge site, achieving a no-net increase is considered infeasible. Therefore, to demonstrate that water quality is being achieved on site to the maximum extent practical, the City will require the site to demonstrate a minimum of 90% Total Suspended Solids (TSS) and 60% Total Phosphorus (TP) reductions compared to post-construction without-BMP site condition loading rates (equivalent to a Design Level 3 Pond Design per MPCA guidelines).

  Please provide applicable summary tables and water quality model results to demonstrate water quality goals are being met to the maximum extent practical.

4. Project within TMDL/Impaired Subwatershed

- A Total Maximum Daily Load (TMDL) study was completed for the Vermillion River Watershed which identified an impairment for Total Phosphorus (TP) loads within the East Lake subwatershed, and as a result defined an Estimated Load Reduction goal of 36% for the City of Apple Valley.

- Due to the existing site being a zero-discharge site, achieving a 36% existing loading rate reduction goal is considered infeasible. Therefore, in order to demonstrate water quality is being achieved on site to the maximum extent practical, the City of Apple Valley will require the same water quality treatment described above.

5. Stormwater Management Report Calculations:

- Follow the City's naming convention for stormwater basins. Rename the east wet basin and east pretreatment basin to WVR-P53.1 and WVR-P53.2 respectively. Rename the west wet basin and west pretreatment basin to WVR-P53.3 and WVR-P53.4 respectively. Maintain consistent naming convention between civil plan set, drainage figures, and HydroCAD model.
- Identify main outfall locations, general drainage patterns, and BMP labels/locations, within drainage figures for existing and proposed conditions.
- Curve numbers in the HydroCAD model reflect soils in hydrologic soil group (HSG) A. The City of Apple Valley's SWMP calls for HSG B soils according to Table 4-3. Please update curve numbers accordingly or provide documentation justifying hydrologic soil group.
- Stormwater Basin Elevations
  - Starting Water Surface Elevations of basins 18P and 19P defined in the HydroCAD model do not match NWLs defined within the civil plan set.
  - There are discrepancies in the critical basin elevations between the grading sheets, the drainage sheets, and the HydroCAD model. Confirm all elevations match on the plan sheets and stormwater model.
  - The original design NWL of the east pretreatment basin was 932.0, and the existing 27" and 54" flared end sections are installed for a NWL of 932.0. Unless the existing flared end sections are to be modified, the NWL of the east pretreatment basin should be updated to 932.0 to reduce erosion potential.
- Confirm the HydroCAD model outlet configuration of Pond 18P matches the plans. The HydroCAD model indicates 2-5" vertical orifices that convey flows from a 48" horizontal orifice/grate, while civil plans indicate dual 18" pipes.
- The HydroCAD output report indicates multiple locations where resultant velocities exceed 6 feet per second (fps) at basin inlets. Please evaluate the following basin inlet pipes and adjust design to ensure maximum velocities are not exceeded:
  - Proposed 24" Round Culvert Outlet of Pond 20P (east pretreatment basin)
  - Proposed 24" Round Culvert Outlet of Pond 17P (west pretreatment basin)
  - Proposed 5" Vertical Orifice Outlet of Pond 18P (west wet basin)
- The HydroCAD output report indicates the HWL of the east pretreatment basin is lower than the HWL of the downstream east wet basin. Please revise the proposed HydroCAD model to account for anticipated backwater effects.
- The HWL of downstream regional basin WVR-P54.2 is 937.5, which is higher than the HWLs of the P53 basins. Please revise the proposed HydroCAD model to define a downstream boundary condition to account for anticipated backwater effects created by the downstream regional basin's HWL. The original planned HWL of WVR-P53 was 937.75.

- Provide the stage vs. time graph and table from the HydroCAD model so basin draw-down times can be reviewed.

6. Pond Grading Details

- Basin Typical Sections provided within civil plans will need to be revised to reflect updated design and configuration.
- Please confirm all elevations within the Basin Typical Sections. Invert elevations of pipes between the pretreatment and primary basins indicate lower elevations than the defined wet basin NWLs, however, are shown to be perched above the basin's NWL. Additionally, equalizer pipes between wet basins SWa and SWb appear to match the basin's NWLs, however are shown to be above. Please revise accordingly.

  For example, on sections A-A and D-D, the downstream pipe end between the pretreatment and wet basin has an invert of 930.75, but the basin NWL is 931.5, and basin slope elevation of the pipe end would be 933.5.
- Main outlet structure
  - Clarify the intention of the 2' sump shown on the lower structure of the Pond Grading Details.
  - The rate control device should be on lower structure. The higher structure would only be used as a redundant overflow structure if the lower structure has an obstruction.
- Please define berm overtopping crest elevations between pretreatment and main basins.

7. Pretreatment for BMPs

- Per the MPCA Design Criteria for Stormwater Ponds, it is recommended that the forebays be sized to contain 10% of the water quality volume in a pool that is four to six feet deep. As noted in the submitted Stormwater Management Report memo, this recommendation is met.

  It is also recommended that the forebays be designed with a surface area equivalent to 10 percent of the pond permanent pool surface area or equivalent to 0.1 percent of the drainage area. The City of Apple Valley would also like to see this recommendation met.
- Per the MPCA Design Criteria for Stormwater Ponds, it is recommended that a fixed vertical sediment depth marker be installed in the forebays. City staff are evaluating this recommendation for these pretreatment basins.

8. Building & Relevant Elevations

- City freeboard requirements are as follows:
  - Lowest floor (including basement) shall be:
    - 1' above 100-year water surface elevation
    - 3' above seasonal high local groundwater elevation
  - Lowest opening shall be:
    - 3' above 100-year water surface elevation
    - 1' above the stormwater facility emergency overflow elevations

- Based on the provided plans, freeboard requirements of lowest floor and opening relative to 100-year water surface elevations appear to be met, however additional information is needed:
  - Confirm if any of the proposed buildings will have basements and provide basement elevations if applicable
  - Provide geotechnical information to confirm freeboard requirements to the seasonal high local groundwater elevation are satisfied
- In addition, it is anticipated that resultant HWLs will change due to requested design updated. Please confirm freeboard requirements will continue to be met based on revised design.
- Add vertical and horizontal datum names to title page for reference.

9. City Standards for Storm Sewer Design

- Per current City Design Standards, design frequency for storm sewers should be designed to the 10-year critical storm event for new systems. Please provide Rational Method Analysis that demonstrates proposed storm sewer has been sized appropriately.
- Provided HydroCAD report indicates a Manning's n coefficient value of 0.012 was used. Please adjust Manning's n coefficient values to 0.013 for pipe and 0.24 for open channel conveyance systems.
- The provide plans indicate multiple structures having depths less than 3-feet. The following table provides examples of certain structures not meeting minimum depth criteria (but does not include all). Please conduct a comprehensive review of the storm sewer network and update structure depths to maintain a 3-foot minimum depth.

Structure ID	Rim Elev	Invert Elev	Structure Depth
CBMH 812	Uknown	861.6	-
CB 810	874.78	872	2.78
CBMH 419	942.13	939.44	2.69
CBMH 437	942.41	939.82	2.59
CBMH 435	942.92	940	2.92
CBMH 433	943.4	941	2.4

- The City of Apple Valley requires sump structures with SAFL Baffle to be installed immediately upstream of all basin inlets. Convert existing manhole structures to a sump structure or add dedicated sump structures behind curbline if the current last structure is a catch basin or a structure with multiple inlet pipes.
- Additional measures to prevent transportation of fuel and oil to the stormwater basins will be required in the vicinity of generators where spills could occur. Possible measures could include the installation of hydrodynamic separator structures downstream of potential spill areas.
- The City of Apple Valley is considering adjusting the storm sewer alignment between CBMH 807 to CBMH 820 to run underneath the future Johnny Cake Ridge Road east curbline. This system would be combined with the future Johnny Cake Ridge Road storm sewer to limit parallel pipes and outfalls into basin. This will be determined based on resultant pipe and structure sizes and depths.

- Tie the northern storm sewer system (between CBMH 800 and CBMH 807) directly into the existing CSAH 42 storm sewer by removing existing flared end structures and taking drainage underground. The storm sewer alignment will need to be adjusted to be contained within right-of-way or dedicated drainage and utility easement.
- General notes indicate 4" minimum topsoil thickness. City requires 6" minimum thickness per current standards. Please revise the typical section and/or general notes to reflect proper thickness within City ROW and City property around the stormwater basins.
- Confirm sanitary sewer between SSWR-24 and SSWR-26 is outside the HWL of the updated basins.
- Confirm that the trail around the basins is above the HWL of the updated basins.
- Display the required 16.5' protective buffer zone from the NWL of the basins.

10. Maintenance Access:

- Adequate inspection and maintenance access is required for basins and pre-treatment basins. Display the anticipated maintenance routes to access all structures around the basins and access to the pretreatment basins for routine sediment removal. Per the MPCA Design Criteria for Stormwater Ponds, it is recommended that maintenance access be 10' wide and have a maximum running slope of 15%.

11. Emergency Overflow and Spillways

- Identify and label Emergency Overflow and Spillway locations and elevations for the site's catch basins and stormwater basins.

12. Snow Storage Plan

- Please provide a snow storage plan to ensure BMPs will not be affected.

13. Stormwater Pollution Prevention Plan

- Please provide maps/figures that identify the project boundary, 1-mile project boundary radius, receiving water bodies, impaired waterbodies, steep slopes, adjacent wetlands, and underlying soils.
- The SWPPP of the final construction plans should include all the provisions listed in the MPCA SWPPP Checklist

14. Geotechnical Information

- Geotechnical information and soil boring logs should be provided to demonstrate stormwater analysis assumptions correlate with actual site characteristics as noted above.

15. Property Lines and Easements

- Proposed property line boundaries depicted on sheets C020 and C021 do not match. Please review plans to ensure existing and proposed property lines and easement lines are consistent.
- Show the proposed property line of Outlot B to verify that the entire stormwater basin footprint and HWL are within the property.

16. As-Builts and Record Plans

- Record plans of the installed improvements in PDF format, and as-builts for constructed basins in CAD and GIS format will be required to be submitted to the City Engineer.

17. Stormwater Basin Contribution Summary Table:

Owner	Total Area (ac)	Total 100-Year Runoff Flow (cfs)	Percent of Total Area	Percent of Total Flow
Development	137.89	618.17	80.7%	74.1%
City	16.32	136.85	9.5%	16.4%
County	16.73	79.34	9.8%	9.5%
Total	170.94	834.36	100.0%	100.0%

City of Apple Valley

MEMO

Building Inspections

TO: Alex Sharp (AICP) City Planner

FROM: George Dorn, Building Official

DATE: January 2, 2025

SUBJECT: Apple Valley Technology Park east of the future Johnny Cake Ridge Road, north of 155th St. W South of CSAH 42 and East of Pilot Knob Road.

- SAC determination is required from Met Council prior to permit issuance from the city.
- Geotechnical Report, Boring Log and Special Inspector Agreement are required prior to permit and soil corrections on site.
- Indicate Trash and recycling area calculations, Per MSBC 2020 1303.1500 Subpart 1, recycling space is required in accordance with Table 1-A on plans issued for permit. Please designate this recycling space at the time of permit submittal.
- Per MSAC 1104.4.1 at least one accessible route shall connect each accessible story, mezzanine, in multilevel buildings.
- Submit plans to Minnesota Department of Labor, Plumbing Division for review of proposed plumbing, sanitary and storm design.
- Platting the property lines must be completed prior to permit issuance.
- Architectural, Structural and Civil plans are required to be signed with the permit application.
- The domestic and fire suppression water supply is required to be split outside the building with separate shut off valves. Contact our City Engineer for acceptable connections.
- The allowable area and building heights will be determined once the code analysis has been completed.
- Mechanical equipment and appliances on roofs or elevated structures shall be accessed in accordance with the 2020 Minnesota Mechanical Code 306.5. Depict on your plans how you intend to access mechanical equipment if it is to be elevated.
- Include roof top screening drawings with the plan submittal.
- The City of Apple Valley has adopted the 2020 MSBC 1306, subpart 3 Special Fire Protection systems. This section would require the buildings to have an automatic sprinkler system installed based on occupancy type and square footage.
- Separate sign permits are required. Signed structural drawings will be required for review with the Building Permit application.
- Per MSAC 502.4.4, the access aisles for the accessible areas shall be marked with a designation sign that says “no parking. Review areas under consideration for accessible parking areas.
- Accessible parking required will be required per the Minnesota State Accessibility Code Table 1106.1.

- Provide energy and lighting compliance calculations at the time of permit submittal.

APPLE VALLEY
TECHNOLOGY PARK

PUBLIC COMMENTS

[redacted]

From: Dana Penkivech [redacted]
Sent: Sunday, December 22, 2024 12:13 PM
To: Community Development <Community.Development@applevalleymn.gov>
Subject: Data Center

[redacted]

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

Hello-

I'm not sure it is factually accurate but there are rumors going around about a potential data center being added to AV. I would be very much opposed to this, for multiple reasons. 1st and foremost, I'm under the impression that the do not generate a significant number of long term jobs. 2nd-I understand they utilize a very significant amount of water and energy. I am not supportive of utilizing our resources to subsidize a company that does not produce a significant return to our community.

Please advise if these comments are inaccurate.

dana

Dana Penkivech
[redacted]

From: Tim Benetti
Subject: FW: Public Comment: Apple Valley Data Center Proposal
Date: Friday, January 17, 2025 3:39:50 PM

From: Mike Nistler [redacted]
Sent: Friday, January 17, 2025 1:33 PM
To: Community Development <Community.Development@applevalleymn.gov>
Subject: Public Comment: Apple Valley Data Center Proposal

[redacted]

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Hi, I saw State Senator Maye-Quade's newsletter that Public Comment is available. Here is my comment:

If the data center is lawful and complies with regulations, then approve it and let commerce happen. State Senator Maye-Quade notes that data centers can be used for illegal or shady purposes. Yes, that is true of any data center anywhere, but not a reason to subject it to additional scrutiny different from any other business.

Mike Nistler
13750 Hanover Way
Apple Valley, MN 55124
[redacted]

From: Community Development
To: Tim Benetti
Cc: Alex Sharpe
Subject: FW: AUAR & Possible Data Center
Date: Friday, January 17, 2025 8:07:50 AM

-----Original Message-----
From: Susan Wehrenberg <[redacted]>
Sent: Thursday, January 16, 2025 6:52 PM
To: Community Development <commdev@applevalleymn.gov>
Subject: AUAR & Possible Data Center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello Tim,

I heard you mention last night that the "other" Rockport issue will be discussed at a future Planning Commission meeting or meetings. Can you please share when you will have items related to a data center on the agenda?

I'm new to this and only know what I've read in the papers. From this point, what are the steps for a data center to get approved for that space?

For the record, I am not opposed to data centers. We need them. But I am very hopeful that any new ones built will use renewable energy, as the President's recent executive order requires for data centers on federal land.

I also believe data centers should use best water conservation practices since we know our aquifer is slowly being exhausted.

My overarching goal is to leave the planet in somewhat decent shape for my grandkids.

Thanks in advance for any info you can share.

Sue Wehrenberg
13550 Hershey Ct
[redacted]

Breanna Vincent

From: Monique Strong <[redacted]>
Sent: Friday, January 24, 2025 2:32 PM
To: Community Development
Cc: Darcy Strong
Subject: Proposed data center

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I'm writing with concern for the land use application received for a technology park/data center. I see many potential demands: water use, electricity use, and potential noise generated by the proposal, but I'm not seeing the benefit. As an Apple Valley resident for 15 years, I'm not interested in seeing this built 2.5 miles away from me unless I see clear benefits, of which at this point there are none.
Thanks for your consideration,
Monique Strong
12640 Eveleth Path

Breanna Vincent

From: Denise Siewert <[redacted]>
Sent: Monday, January 27, 2025 11:51 AM
To: Community Development
Subject: Rockport LLC Hearing

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To whom it may concern,

I have received notice of the hearing and I am unable to attend. I wanted to point out that there is an active Eagles nest in the area in or next to the property being discussed. The nest is in a tree on the boundary of the quarry and Regatta Park. It is a young nest that I had the pleasure of watching the Eagles build. I wanted to make sure that the city was aware as I believe that is where the eventual expansion of 155th street will be.

We enjoy being able to watch the eagles and photograph them. We just want to be sure that the appropriate actions are taken to protect them.

Denise Siewert
15579 Finch Ave

Breanna Vincent

From: ROBERT J LINDA CRAWFORD <[redacted]>
Sent: Wednesday, January 29, 2025 8:41 PM
To: Community Development
Subject: Proposed Data Center

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I believe the proposed data center/technology park should not be built, it will use a tremendous amount of electricity and water, bottom line I do not feel it is the right fit for Apple Valley.

Thank you,

RJ Crawford
12024 Gantry Lane
Apple Valley, Mn 55124

Alex Sharpe

From: Charles Grawe
Sent: Sunday, February 2, 2025 3:12 PM
To: Tom Lawell; Tim Benetti; Alex Sharpe
Subject: Fw: Online Form Submittal: Bergman Contact

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, February 1, 2025 7:05:20 AM
To: Charles Grawe <cgrawe@ci.apple-valley.mn.us>; John Bergman <John.Bergman@AppleValleyMN.gov>
Subject: Online Form Submittal: Bergman Contact

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Bergman Contact

Return e-mail address	[redacted]
Subject	Data Center proposal
Message	I am an Apple Valley resident who is very concerned about the proposed Data Center. The real strain on our water supply is being underestimated. MN continues to struggle with year over year droughts: Summer 2022, Summer 2023, Winter 2023-2024, Fall 2024 and now currently Winter 2024-2025. We must guard our precious natural resources. A very large Data Center is already being built nearby in Rosemount. We don't need another one so close to us. The other concern is the constant noise they produce for homeowners living nearby. Rezoning an area to allow an industry in, at the detriment to the neighborhood, is horrible. The Apple Valley Council Members are supposed to represent and advocate for its residents. To value industry tax dollars over residents' needs is frustrating. I have been following the Farmington residents' concerns over the proposed Data Center being built in their backyard. Farmington council members decided money was more important than residents' needs. Now the entire project is on hold as Castle Rock is suing Farmington. Sadly, it was Castle Rock who listened to

	Farmington residents' concerns. A residents' home is supposed to be a place of refuge, of peace and often a person's greatest asset. Don't devalue the home of a tax paying, voting resident of Apple Valley!! Please LISTEN to your residents and advocate for our best interests. Jill Dunbar Apple Valley Resident
Name	Jill Dunbar
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Alex Sharpe

From: Charles Grawe
Sent: Sunday, February 2, 2025 3:12 PM
To: Tim Benetti; Alex Sharpe
Subject: Fw: Online Form Submittal: Council Contact

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, February 1, 2025 11:08:04 AM
To: Charles Grawe <cgrawe@ci.apple-valley.mn.us>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@AppleValleyMN.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Tom Goodwin <Tom.Goodwin@AppleValleyMN.gov>; Tom Lawell <tlawell@ci.apple-valley.mn.us>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

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Council Contact

Return e-mail address	[redacted]
Subject	Data centers
Message	I spent last evening with a longtime good friend who lives in Farmington who lives next to a proposed data center site. It was eye opening to find out that there is not any updated state supervision of data centers. Water usage can be huge with the ability to affect the water availability and quality for all of us. The long term usage of water can certainly go up over time. I feel that the city of apple valley and certainly the state of Minnesota should be aware of anticipate the short- and long-term problems involved in supporting a data center such as water usage, noise, and electricity drain. Thanks for your response on this question....
Name	Leonard A Bierlein JR
Phone Number	[redacted]

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Breanna Vincent

From: Len Bierlein <[redacted]>
Sent: Monday, February 3, 2025 1:36 PM
To: Community Development; Cathy Johnson; Susan Wehrenberg
Subject: Added questions

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commdev@applevalleymn.gov
From your Google Contacts
Add to contacts

Send Mail
Send message
Start video call
Schedule event

I got a response from Alex about my input and if I had a question. I actually do, I will try to be specific...
How much water will the proposed data center use? What percent is that of the use currently? The use for Apple Valley proper, and for Dakota County?
Will the data center use a closed circuit to limit water use?
When and if a cap is generated for water usage will it be unchanged in the future? I had heard that a cap was placed on the new center in Rosemount yet if they needed more at some point it was guaranteed.
How will the electricity generated by the data center be used? Will it all go to the data center?
What are the benefits for the city, for the county, for me as a long term AV resident?
What incentives are being discussed for the eventual data center?

Thanks for the opportunity to respond....Len

--
Len Bierlein

Breanna Vincent

From: Kelly Perrine <[redacted]>
Sent: Tuesday, February 4, 2025 4:03 PM
To: Community Development
Subject: Public Comment - Proposed Technology Park
Attachments: Article 13.pdf

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City of Apple Valley
Community Development
7100 147th Street West
Apple Valley, MN 55124

RE: Proposed Apple Valley Technology Park

Apple Valley Planning Commission,

Thank you for the opportunity to comment on the proposed Rockport LLC Technology Park within the Fischer Mining and Apple Valley Redi-mix site.

In reviewing the Alternative Urban Areawide Review (AUAR) published in December, 2024, I have found several concerns which should be addressed as you review the proposed technology park. Please see below.

• The area is currently zoned as Sand & Gravel, Retail Business and Limited Business, and the Planning Commission is proposing to amend Chapter 155 of the City Code of Ordinance to create a new zoning district of Mixed-Use Business Campus. This amendment is poised to pave the way to allow for the technology park to be implemented within the proposed development. However, Minnesota Sen. Bill Lieske introduced a bill that, if passed, will require data centers spanning more than 800,000 square feet to be constructed under a conditional use permit in an industrial district (see attached Pioneer Press Article). The proposed technology park is in excess of 800,000 square feet, and would, as such, be required to be built in area zoned as industrial. Approving this proposed development while there is still pending legislation that would result in this facility to not be allowed for construction in this location is not in the best interest of the public.

• The AUAR states, in Section 25. Dust, Odors, Noise, on page 64, "A site-specific noise study will be conducted to ensure that state and local requirements for noise are being met." It is not in the public's best interest for the City to approve the proposed development when there is not an updated 2024 noise study included in the AUAR. The 2007 AUAR update included a noise study for the proposed development at that time (pages 60-62).

• The AUAR states, in Section 26. Visual Impacts, pages 64-65 that the project will not create adverse visual impacts. It also states, "To the extent possible, visual impacts will be reduced by placing the structures below adjacent roadway grade, berms, building materials and other design or landscaping. Future development designs could consider incorporating the use of MnDOT Approved Products for luminaries to minimize blue light, which can be harmful to birds, insects and fish." The technology park will require extensive lighting for safety as it requires 24/7 operation. Visual Impacts will clearly result from the lighting during nighttime hours.

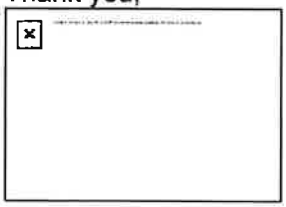
This will impact residential areas, as well as migratory bird and pollinator populations. The National Audubon Society, U.S. Fish and Wildlife Service (USFWS) and other agencies have done extensive studies on the negative impacts caused by light pollution relating to migratory birds. The Mississippi Flyway, of which the City of Apple Valley is within, is used by 325 bird species and roughly 40 percent of shorebirds and waterfowl in North America. Permitting the technology park to be developed in this location would cause extensive light pollution and threaten these species. In addition, the USFWS announced a proposed rule to list the monarch butterfly as threatened under the Endangered species Act, accompanied by a 4(d) rule and critical habitat designation. The Monarch Joint Venture cites recent publication indicating substantial probability for "quasi-extinction" of the Eastern monarch butterfly migratory population within 20 years if ambitious habitat restoration and conservation goals are not achieved. Several studies have been published which show that nighttime light pollution can disturb diurnal migratory monarch butterflies, disrupt the circadian clock of monarchs and induce abnormal activity.

• Oppidan Investment Company, and the subsidiary Colorado-based Tract, which are the entities proposing the technology park, have several pending litigations relating to the construction of data centers in the United States. One such litigation is against the City of Farmington, and claims that "Tract has a proven history of preying on unsuspecting small municipalities in states that have no regulation on the data center building industry." Key 1 within the 2040 Comprehensive Plan Update's Vision for Apple Valley states, "Governance in Apple Valley encourages and facilitates public involvement." The City of Apple Valley should learn from the disregard that the City of Farmington paid to public comments submitted relating to the technology park that now has pending litigation, and should reconsider if the technology park aligns with the Vision for Apple Valley.

• Section 13. Water Use, page 28 shows that expected water use is to be 2,555,548 gallons per day. However, studies have shown that 1 megawatt data centers can use up to 7 million gallons a day for cooling. What modeling was done to come up with the 2,555,548 gallons per day included in the AUAR? What mega watt size is the proposed data center going to be? The proposed development should not be approved until the applicant has done their due diligence to provide accurate water usage estimations.

I appreciate your consideration of these matters. I will also be sharing my comments with Mayor Clint Hooppaw.

Thank you,



Kelly Perrine
Apple Valley Resident

AT THE CAPITOL

Bill would restrict new data centers

Industrial zoning would be required



By Mars King

mking@pioneerpress.com

Minnesota Sen. Bill Lieske introduced a bill Wednesday that, if passed, could limit where new data centers can be built.

The bill would require data centers spanning more than 800,000 square feet to be constructed under a conditional use permit in an industrial district, a contrast to current zoning laws that allow for the centers to be built in mixed-use commercial industrial areas.

"By no means is this an anti-data center bill. It's meant to be a guideline for where they can be placed," said Lieske, a Republican representing parts of Dakota County including Farmington.

Lieske, chief author of the bill, said it is a bipartisan effort with co-authors including DFL Sens. Erin K. Maye Quade and Judy Seeberger.

The bill defines "industrial district" as an area of land that allows manufacturing facilities.

By restricting data centers to such properties, Lieske said, "people will not have to live within 250 feet of a data center."

Lieske has already received praise from some Farmington residents who are suing the city over a cluster of data centers to be built near their neighborhoods.

The project, called the Farmington Technology Park, could result in up to 12 data center buildings totaling over 2.5 million square feet. Tract, the developer for the project, said at full buildout the project could approach $5 billion.

Eight miles north in Rosemount, Meta, the parent company of Facebook, is constructing an $800 million data center spanning some 700,000 square feet, just under the threshold described in the bill.

Data centers over 800,000 square feet are considered "hyper-scale," Lieske said, as

they use significant amounts of water and electricity.

In terms of pushback on the bill, "Some representatives are concerned with removing the rights of local government bodies," Lieske said Wednesday.

"We need data centers, it's necessary, let's just do it wisely," he said.

If passed, the bill notes an effective date of June 20 and "applies to enterprise data centers constructed on or after that date."

Rep. Drew Roach, a newly-elected Republican representing Farmington, will carry the companion bill in the House, Lieske said.

Breanna Vincent

From: lynn baumert <lynnbaumert@hotmail.com>
Sent: Friday, February 7, 2025 9:52 AM
To: Community Development
Subject: Data center proposal

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Too many questions regarding water and energy uses. Those resources belong first to the people of Apple Valley.Thanks but no thanks to locating a data center there.
Sent from my iPhone

Breanna Vincent

From: Brad Blackett <[redacted]>
Sent: Friday, February 7, 2025 12:56 PM
To: Community Development
Subject: Question for the extended open comment period for Public Hearing on the Data Center Proposal

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Tim

I have a quick question about park dedication funding.

My questions stem primarily from the presentation at the Planning Commission meeting. There, the Oppiden representative made it sound that the required setbacks, landscaping berms, and native grasses, combined with the construction of required stormwater treatment ponds and paved trails to meet the project's Natural Resources Permit, also go towards satisfying the project's contribution to the Park Dedication Fund.

Also, are design and right-away allowances adequate for bike trail alignment and traffic separation for the Johnny Cake Road Greenway Corridor? Then would this easement also be considered as a concession to the Park Dedication Fund?

Is it true that the city will allow those measures in lieu of cash to support park enhancement elsewhere in the city?

Brad Blackett
457 Reflection Rd
Apple Valley

Breanna Vincent

From: Lorene'S Gmail <[redacted]>
Sent: Friday, February 7, 2025 2:58 PM
To: Community Development
Subject: Public comment data center

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Public comment data center: my neighborhood is bordered by 158th and Pilot Knob. The development of this large plot will impact Apple Valley for generations. The mixed use of shops and restaurants and housing so far seems to fit community needs. I am concerned about the density we have allowed so far, more green areas should be included overall and myself and my family object to a data center with large water and power usage in the middle of our city. The development teams need to know that while we accept growth, that large businesses with small employment opportunities are not where the citizens of Apple Valley want to use limited space. Please count my feedback against the data center development.
Lorene Schwab
Apple Valley resident
Sent from my iPad

Breanna Vincent

From: jean anderson <[redacted]>
Sent: Saturday, February 8, 2025 8:43 AM
To: Community Development
Subject: Data Center

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Long term Apple Valley resident here. I have no opposition to the new proposed data center. We need to keep up with the times. Would prefer natural gas usage for generators as opposed to diesel, cleaner and better for the environment. Jean Anderson 13362 Greenleaf Ct. Apple Valley

Get Outlook for iOS

Breanna Vincent

From: Karla & David McKenzie <[redacted]>
Sent: Sunday, February 9, 2025 5:01 PM
To: Community Development
Subject: Please, no Data Center in Apple Valley

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

Hello,
There are several reasons why a data center should not be located in Apple Valley:

- Apple Valley has limited space available. The last thing that should occupy that space is a data center. We don't have the wide open areas that some of our neighboring cities do.
- A data center doesn't produce anything. It only takes up space. As I mentioned in my first point, space is a valuable commodity in Apple Valley.
- The number of jobs created by a data center is limited in regards to the amount of area it uses.
- The aesthetics of it will be minimal. It will look like a jail with huge, nondescript buildings surrounded by double fencing. This is in a very prominent area of Apple Valley. It just doesn't suit the site.

In addition to these concerns, the developer of the data center says they want to locate in Minnesota because our goal of clean energy production by 2040 matches their clean energy policies, too. Besides paying for the cost of connecting to our grid, which they said they would, they should also contribute to Minnesota's clean energy production, rather than just take from it.

There are also water concerns. Many neighboring cities are already either in the process of building or are considering data centers. Will the use of water to cool all of those computers affect the aquifer that we all depend on for our municipal water needs?

There are just too many unknowns, and the known aspects of this data center, in my opinion, just don't fit with the direction or vision of Apple Valley's future.

Thank you for your consideration,
Karla McKenzie

Breanna Vincent

From: Alex Sharpe
Sent: Wednesday, February 12, 2025 10:00 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

Please place this in the public record folder and redact email and phone number.

Thank you,
Alex

Alex Sharpe (AICP) | City Planner
(952) 953-2569
alex.sharpe@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Tom Lawell <tlawell@ci.apple-valley.mn.us>
Sent: Tuesday, February 11, 2025 5:26 PM
To: Tim Benetti <Tim.Benetti@applevalleymn.gov>; Alex Sharpe <Alex.Sharpe@applevalleymn.gov>
Cc: Charles Grawe <Charles.Grawe@applevalleymn.gov>
Subject: FW: Online Form Submittal: Council Contact

This one came in to the City Council tonight. Please respond back to Mr. Bierlein letting him know we received his message and noting it will become part of the official public record.

Thanks,
Tom

City of Apple Valley
Tom Lawell, City Administrator

Phone: 952-953-2578
Email: tom.lawell@applevalleymn.gov

7100 147th Street W
Apple Valley, MN 55124

www.applevalleymn.gov

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, February 11, 2025 5:16 PM
To: Charles Grawe <cgrawe@ci.apple-valley.mn.us>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@AppleValleyMN.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Tom Goodwin

<Tom.Goodwin@AppleValleyMN.gov>; Tom Lawell <tlawell@ci.apple-valley.mn.us>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

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Council Contact

Return e-mail address	[redacted]
Subject	Upcoming council meeting
Message	Sorry that I will not be able to attend the next meeting, I will be in New York spoiling two grandkids.... I did attend the last meeting of the planning commission. I was impressed with the staff for their professionalism and the discussion of having a data center in the last remaining section of AV development. I am deeply concerned about the placing of a data center which would take up half of that area. I am concerned for many reasons, the primary one is the added usage of water, I just don't think that is a good reason to have it there. With the possibility that there could be 10 data centers in Dakota County, the overuse of water is a probability. I also am not sure the why of having a data center there, of what value will it be to me as a long term resident and taxpayer of AV. The planning committee had many hard questions if that was the best use of that area which if I understand was originally planned for mixed business. I believe that more jobs would be created with the original plan, and it would be a much better use of the area. I am also concerned that a building 5 times the size of Menards would not be a facility that would be of use if it was abandoned in the future whereas replacing smaller buildings would be much easier to handle in the future as needed. A well-constructed center is already planned in Rosemount in a much more industrial site. I am also concerned about the amount of electricity that will be needed for the data center. In the planning commission there was some concern about electrical output for the other half of the section. I have always been impressed with the short- and long-term planning that the city has shown. To me this is not a change to be made for this area for a data center. I believe the developer has already failed to get a data center in Dakota County and is not necessarily trustworthy In summary, I do not believe that the data center should be placed in that area and will be deeply disappointed if the council sees otherwise. Thanks for the opportunity to express my opinion. Len Bierlein

Name	Leonard A Bierlein JR
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Patrick Luke <[redacted]>
Sent: Tuesday, February 11, 2025 11:56 AM
To: Community Development
Subject: Data center

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Comments on Planning Commission Meeting - February 5

I attended the Planning Commission meeting on February 5, where I listened to the presentation on the proposed data center. The area in question is currently being zoned as a business park.

I appreciated all the comments from Planning Commission members regarding the concerns about water availability for residents and the future implications of data centers. I believe these are crucial points that need careful consideration.

I urge the Planning Commission to give thoughtful consideration to the rezoning issues. It is known that business parks can often turn into other uses, such as churches, making future predictions challenging. I strongly believe that data centers should be zoned as utilities, regardless of the developer's perspective.

Historically, the phone company was considered a utility because it received and transferred information. Similarly, today we are transferring information through data centers. Those who utilize these centers for storage or as transfer stations pay fees, which aligns with the utility model.

There should be specific criteria to define what constitutes a business park, such as the requirement for a storefront or the way it serves the community. While utilities might have office spaces, their primary work areas may differ significantly from that of a business park.

In conclusion, I recommend that the Planning Commission carefully evaluate the zoning criteria and consider reclassifying data centers as utilities to better reflect their function and impact on the community.

Patrick Luke
13647 Holyoke Lane
Apple Valley, MN 55124

--
Patrick T. Luke
NEW e-mail address [redacted]

Breanna Vincent

From: Karla & David McKenzie <[redacted]>
Sent: Tuesday, February 11, 2025 3:05 PM
To: Community Development
Subject: AV Planning Commission Rezoning for Orchard Place

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Dear Tim,

After attending the Feb 5 commission meeting and reviewing the video from the 1/15 meeting, I have the following comments:

Timing
There is a strict calendar that the City needs to follow in rezoning requests, normally 120 days.
The project memo stated that the time started 12/30/2024. How can the timing be considered when the submittal lacks several important documents such as traffic studies, employment goals, noise limits, hours of operations.

Also the rezoning application is for a zone that doesn't yet exist. The MUBC zoning passed the planning commission but has not yet been added to the City Council agenda. When will that happen and how long does the Met Council review take?

Submittal Application
The proposed technology campus is a single light industrial use for most of the site. This is not in the spirit of mixed use. The subdivision immediately to the east has an understanding that this development would have a commercial buffer between them and the light industry. It was also reasonable to assume building heights would be consistent with other Apple Valley light industrial uses, not 80 foot tall structures.

The proposed use doesn't come close to the anticipated job creation envisions in the comp plan for this site.

The 134 acres shown as the site is very misleading. The preliminary plat shows 95.89 acres of platted land after ponds and public right of way areas are removed. Another 6 acres should be removed for the substation and commercial lot in the northwest corner. The City staff memo correctly comments that this needs to be resolved before any action can be taken. The rezoning request that Outlot A (53.229 acres) be platted at an outlot, yet the building permit authorization and CUP shows two large buildings on this outlot.

The plan states that the building coverage will be about 15% and the floor area ratio (FAR) of about 20%. The comp plan had envisioned a FAR of 30 to 40 %.. Using a corrected plat size, the FAR would be about 25%.

The plan does not meet the proposed building setbacks in the new ordinance.

Where is the traffic study? How many trucks per day will arrive at the site? How many construction workers are expected on a per day basis? Where will they park? Where will the construction equipment be staged? Will they be required to meet the City curfew for construction work? (The 12,000 job years over 3 years quoted by Rockport translates to 2,000 to 3,000 construction personnel per day) .

The substation area should also have a screening berm.

The plan does not show any fence details..

There is about 13.5 acres of "trafficable gravel surface". There is no mention of where the backup generators will be located. but it is assumed that it will be on those large gravel parking lots. Are gravel parking lots permitted by the light industrial code? Should these areas be counted towards the square footage of the buildings? How many generators are being proposed? How often will they need to be tested? How are they screened? Will there be an hourly restriction on this testing? Will there be a limit on how many hours of week that testing will be allowed? How much diesel will be used on a daily or weekly schedule for testing? Will there be a spill containment system for the diesel storage? How much total storage of diesel will be on site?

What percentage of the buildings will be over 50' tall?

Matt Duffy from Rockport in the January 15, 2025 planning commission meeting described Orchard Place as being a "cool development" for the City and he was 95% sure that remaining undeveloped land would not be a single use. Neither of these comments are transparent. The proposed MUBC zoning district was intended to be a mixed use development allowing the developer flexibility in bringing job creating jobs to Apple Valley, not a massive single use computer center with minimal jobs.

Until many of these questions and discrepancies are addressed, the application should be delayed or rejected until a better plan is developed.

Dave McKenzie
6403 131st Street Court
Apple Valley MN 55124

Breanna Vincent

From: Josh Richards <[redacted]>
Sent: Thursday, February 13, 2025 8:47 PM
To: Community Development
Subject: Data Center Feedback

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To whom it may concern:

I live at 8429 134th St. I'd like to voice my concerns over the proposed Data Center in Apple Valley.

My concerns revolve around the environmental impact of the data center on Apple Valley. Specifically, water and energy usage.

I'm concerned we'll be dealing with shortages of water, especially given our city's recent history. Will the data center be doing anything to catch / reuse rain water instead of pulling from our aquifers? Can they take from other non-potable water sources?

I know other entities have tried purchasing our water and shipping it to other geos before. I know the DNR strengthened regulations, but I'm concerned this is going to become a trend. Which becomes a bigger problem if the county is adding other data centers.

Will they be building any solar panels to be able to operate on solar power? What other environmentally friendly costs will they invest in to offset their local impact?

With all the data centers being proposed in the area, do we really need one within Apple Valley? Im guessing it wouldn't be hard to buyers for the area that have less of an environmental impact.

Josh Richards
[redacted]

Breanna Vincent

From: mary jean charlebois <[redacted]>
Sent: Friday, February 14, 2025 2:25 PM
To: Community Development
Subject: Data center

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How will the water usage affect the Mpls and StPaul supply 10-20 years from now if we continue to have droughts?
Mary Jean

Breanna Vincent

From: Cindi Dayus <[redacted]>
Sent: Friday, February 14, 2025 5:53 PM
To: Community Development
Subject: Public Hearing: Technology Park Public Comment

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Hello,
I am wondering if the applicant has addressed potential harmonic distortion issues that could occur in our community during favorable conditions if the 300 MW data center is built. I understand that sudden changes in load demand such as that of AI data centers can contribute to voltage instability, exacerbating harmonics.

Furthermore, with the substation in such close proximity to the data center development, has the applicant studied potential Electromagnetic Interference (EMI)? I understand EMI can significantly exacerbate harmonic distortion by introducing additional noise and irregularities into power systems, leading to inefficiencies, malfunctions, and equipment failures. What mitigation measures are available to mitigate EMI exposure to avoid impacting poorly shielded electronics in homes and businesses that may otherwise experience harmonic-related issues?

Thank you,
Cindi Dayus
169 Strese Ln, Apple Valley, MN 55124
[redacted]

Breanna Vincent

From: David Slotten <[redacted]>
Sent: Friday, February 14, 2025 11:48 AM
To: Community Development
Cc: Don and Ruth Grendahl
Subject: Technology park or job creation zone?

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Tim and team,

I was reviewing the feedback from staff following the public hearing. The document posted online indicates public comments were to be attached.

I am looking for those comments but cannot locate them on the website.
Please direct me to those comments. I am trying to understand what we all should be considering here: What do we get and what do we give up if the project proceeds?

As a citizen of AV and long time supplier to the data center industry, I am very concerned about this project as a weak job creator and natural resource hog, inconsistent with existing long term plans. I would like to find details shared to date on expected jobs and related tax revenue forecasts. While staff properly indicates more info is needed from the developers, I believe the limited data to date should already be public information. Perhaps I'm missing it.

The limited (and decreasing!) job density of operating data centers, especially in the context of very limited development land remaining in AV, is very concerning. Hopefully I'm missing vast, reliable tax revenue that is being guaranteed to the city and it's taxpayers. I'm definitely missing the baseline expectations for jobs and tax revenue tied to more "typical", people-dense developments underlying the existing comprehensive plan.

Please increase transparency so citizens can understand what real tradeoffs are being discussed. I understand the process requires diving into countless site details, but the more substantive tradeoffs lack supporting, urgent public information and discussion.

Sincerely,
David Slotten
7719 138th St W, Apple Valley, MN 55124

Breanna Vincent

From: John Stadler <[redacted]>
Sent: Friday, February 14, 2025 12:59 PM
To: Community Development
Subject: Proposed Apple Valley data center

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John Stadler, a resident of Apple Valley, MN, opposes the development of a data center near his home at 42 and Pilot Knob. I am concerned about the negative impact on property values and noise levels, water usage, future limitations of resources, electrical shortages and suggests building housing instead.

This data center will not enhance but likely reduce our home values.

John Stadler

15242 Emory Ave

Apple Valley, MN 55124

Breanna Vincent

From: Barbara Bothof [redacted] >
Sent: Saturday, February 15, 2025 6:54 PM
To: Community Development
Subject: Proposed Technology Park

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I would like to voice my strong opposition to the Data Center being considered in the Technology Park proposed at County Road 42 and Pilot Knob Road. The amount of water when completed will have a huge impact on the water usage of Apple Valley and surrounding area ground water. I believe water is becoming our most important resource and we should be very protective of it. There is not a guaranteed forever supply of this resource.
Please Do Not put this burden on the residents and taxpayers of Apple Valley.

Barbara Bothof
14356 Heywood Avenue
Apple Valley MN. 55124

Sent from my iPad

Breanna Vincent

From: Barbara Landes <[redacted]>
Sent: Saturday, February 15, 2025 3:07 PM
To: Community Development
Subject: Proposed Data Center

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Dear Members of the Planning Commission,

My name is Barbara Landes. I have been a resident of Apple Valley for nearly 37 years and reside at 14398 Embassy Way. I am writing to express my concerns about the proposed data center to be built on the corner of Pilot Knob and County Rd 42.

I was able to view the Planning Commission meeting/Public Hearing on February 5, including the comments from Dakota Electric and the citizens who asked to speak. I am asking that you give strong consideration to denying the change in zoning request and abandon the plans for the data center.

I am grateful for the opportunity to share these concerns with you. It seemed clear to me from the meeting that you are willing to give this matter thorough investigation. I thank you for that and for the time you have already put into becoming knowledgable about data centers.

- My most significant concern is the high potential for water demand, especially during our hot summer months. We have had drought conditions recently that will also place demand on this resource. Is our water supply truly capable of providing for the needs of a data center and meeting the needs of the residents and businesses during these conditions? Can our water supply be sustained over a long period of time if we draw what the Data Center will require? I understand that the Met Council has projected a decline in groundwater availability by 2040. It also appears that numerous other data centers may be built within our county. Will our reserves be able to meet the demand?
- Another issue is the amount of energy that would be required by the proposed data center. Again, the peak demand for energy would be the hot summer months. Residents and businesses also experience peak demand during these months. Will our grid be able to supply all of these needs without blackouts? I'm also concerned about the number of generators this facility would require and the emissions they would produce. Air quality needs to be a high priority.
- Another environmental concern is the amount of e-waste that data centers generate. My understanding is that the generators a data center uses are replaced every 20 – 25 years. Servers are also replaced frequently. Due to the lack of state regulations or oversight, much of this obsolete equipment is not recycled for other uses, but ends up in the landfill.
- As I've mentioned in the preceding comments, there currently are not state regulations that govern or oversee the building or management of data centers in MN. We are a popular target for developers of data centers because of this lack of oversight, our favorable climate, and the tax breaks that are available for this type of industry. Who will guarantee that they are run at maximum efficiency for the sake of our environment?
- The site that is proposed for this data center is prime real estate. However the number of jobs this project would generate is estimated to be 200. That seems inadequate for the size of the space required. Can we find a better solution?

- My last question is: How does this benefit Apple Valley? For all the time I have been an Apple Valley resident, it has continued to thrive as a livable community. I trust that you have the admirable goal of continuing that quality of life for our residents and businesses.

Thank you very much for your consideration of my concerns. Your time is very much appreciated.

Respectfully,

Barbara Landes

14398 Embassy Way

Breanna Vincent

From: Susan Wehrenberg [redacted] >
Sent: Saturday, February 15, 2025 10:59 AM
To: Community Development
Subject: Data Center

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Planning Commission Members,

Thank you for your diligence and thoroughness in considering the impacts of the proposed data center.

I agree 100% with the points Cindi Dayus made in her well-researched letter on behalf of our Apple Valley Eco Advocates group. The energy, water and noise issues are true concerns. I feel coordination at the state level is needed to ensure area data centers are located in a strategic way that protects our water supply and enables us to meet state clean energy goals.

I also feel the site plan and elevations for this large, fence-enclosed complex show that it would be inappropriate for the location. To me, it looks like a large prison complex and would not be a good fit with the nearby residential, retail, medical and other smaller-scale buildings. I would not want to live by it nor drive by it to get to the restaurants and shopping on that side of town.

Thank you for considering our input as you make decisions for our community.

Sincerely,

Susan Wehrenberg
13550 Hershey Ct
[redacted]

Breanna Vincent

From: Rebekah Weum <[redacted]>
Sent: Saturday, February 15, 2025 10:46 AM
To: Community Development
Subject: Data Center Feedback

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I was unable to attend the meeting on Feb 5, but I wanted to share my opinion.

Please do not build a data center here. I am very concerned about noise pollution to the surrounding community, and the affect on our natural resources - especially water.

I find it ironic that city council refused to allow a few backyard chickens over concerns about noise and affect on ground water - yet they are considering a massive data center for our precious city. Ridiculous.

Thank you for your time. I hope we can continue to build a community that we all love and enjoy.
Rebekah

Breanna Vincent

From: Wendy Lu <[redacted]>
Sent: Sunday, February 16, 2025 1:08 AM
To: Community Development
Subject: Urgent Community Feedback: Prioritizing Family Needs for Apple Valley's Last Land Parcel

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Dear Apple Valley Community Leaders and Building Department,

As a concerned resident, I am writing to urge the city to reconsider the proposed data center development for our last remaining parcel of land. While economic growth is important, this land represents a rare opportunity to address gaps in amenities that directly impact families like mine. Below, I've outlined my concerns about the data center and alternative ideas to better serve Apple Valley's diverse and growing population:

1. Health and Infrastructure Concerns:
Data centers demand immense energy and water resources, which could strain our utilities and raise long-term environmental questions. Before approving such a project, I ask the city to transparently share studies on noise, electromagnetic fields, and projected utility costs to residents.

2. Family-Centric Spaces Are Lacking:
Apple Valley has limited affordable, year-round indoor spaces for families. For instance:
- **Urban Air** is a fantastic trampoline park for kids, but it's geared toward children and lacks amenities for all ages.
- While we **do** have a community pool, its pricing and limited facilities (e.g., no attached gym, childcare, or multipurpose rooms) make it less accessible for families compared to centers in Eagan or Inver Grove Heights.
- Southern Minnesota winters leave families scrambling for indoor recreation. A **full-service Apple Valley Community Center** (with a gym, pool, affordable membership tiers, and programming for all ages) would fill this void and keep spending local.

3. Cultural and Economic Opportunities: Our Asian community is growing rapidly, yet we lack dedicated spaces like a **large Asian supermarket** or **cultural mall**. Such a venue would not only serve residents but also attract visitors, boosting local business. The proposed data center feels like a missed chance to invest in projects that unite and uplift residents. A community center, cultural hub, or family recreation complex would:
- Improve quality of life year-round, especially in winter.
- Reduce the need for families to travel to neighboring cities for amenities.
- Foster inclusivity and community pride.

I respectfully ask the city to pause this proposal and host a public forum to gather resident input. A survey or town hall would ensure this pivotal decision reflects the needs of Apple Valley's families, seniors, and diverse communities. Thank you for your time and dedication to our city's future. I'm happy to discuss these ideas further or assist in rallying community support.

Sincerely,
Wendy Lu

Breanna Vincent

From: Diane Grier [redacted] >
Sent: Tuesday, February 18, 2025 9:06 AM
To: Community Development
Subject: Proposed Data Center

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

Hello,
I am writing to you as a concerned citizen of Apple Valley who has lived here since 1982. I have seen many changes to our city in that time and most of it has been for the better, but I am concerned about putting a data center on prime land for development in our city. I understand the projected need for such a data center, but I don't believe this is the correct location and I am very concerned about the use of water from our aquifers. Already we are having to conserve in the summer and I am one of those folks who does let my lawn go dormant when it is a very dry summer. Not so for many of my neighbors. I would like to ask you in the planning commission to consider not approving this plan. I know you will do your due diligence on this matter. So thank you for your efforts.
Sincerely,
Diane Grier
217 Park Lane
Apple Valley, MN

Breanna Vincent

From: Annie Huntington <[redacted]>
Sent: Tuesday, February 18, 2025 8:58 AM
To: Community Development
Subject: Data Center Proposal

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Hello,

I am a resident of Apple Valley and wanted to share that I oppose the proposal to build a data center in technology park. These data centers are noisy, waste and destroy our natural water resources, and are known to create heat "islands" within neighborhoods.

I find it particularly disturbing that the city is willing to consider this proposal after denying residents own proposals requesting to raise backyard chickens. One of the main reasons the council denied chickens was due to potential noise, which seems like a ridiculous excuse now. We continue to be the only city in Dakota County that does not allow chickens. At a time when grocery prices are soaring and eggs are in great shortage, this city continues to prioritize profits over the wellbeing of its citizens.

So, again, I oppose the proposal to build a data center here in Apple Valley.

Thank you,

Anne Huntington

Breanna Vincent

From: Kelly Perrine [redacted] >
Sent: Tuesday, February 18, 2025 10:12 AM
To: Community Development
Subject: Public Comment-City Code 155 Amendment and Proposed Technology Park

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City of Apple Valley
Community Development
7100 147th Street West
Apple Valley, MN 55124

RE: Proposed Apple Valley Technology Park

Apple Valley Planning Commission,

Thank you for the opportunity to comment on the proposed Rockport LLC Technology Park within the Fischer Mining and Apple Valley Redi-mix site.

In reviewing the Alternative Urban Areawide Review (AUAR) published in December, 2024, as well as the proposed amendment to City Code 155, I have found several concerns that should result in denial of the proposed Code amendment and proposed Development Plan. Please see below.

- There are currently 10 data centers being proposed within Dakota County. As presented in my previous comment (submitted 02/04/2025), the AUAR study submitted with the technology campus development proposal identified 2,555,548 gallons per day of water usage. Although the AUAR does not identify what modeling was performed to generate this nearly 2.6 MGD usage, and actual water usage could potentially be more, how is the City assessing the potential impacts to groundwater resources, and subsequently City of Apple Valley residents, that are likely to be realized resultant of this project? Quantification of groundwater aquifer reserves and impacts due to over withdrawal are highly complex scientific topics that have not been addressed in studies to date. The City of Apple Valley Planning Commission and City Council would be doing residents an injustice in approving the proposed development without scientific data proving that aquifer drawdown would not result attributed to the cumulative impact of this proposed, and other Dakota County proposed, technology park developments.

- The proposed amendment to Chapter 155 of the City Code includes the addition of a Mixed Use Business Campus District. Section 155.310, (H) includes no reference to the need to conduct a water use sustainability study, more specifically, the potential for data centers to result in aquifer drawdown or cones of depression. There is no reference to water usage in the proposed code amendment,

whatsoever. The Planning Commission and City Council should not approve the proposed amendment in its current form as there is no consideration for how to preserve groundwater resources with these proposed developments.

I appreciate your consideration of these matters. I will also be sharing my comments with Mayor Clint Hooppaw.

Thank you,

Kelly Perrine
Apple Valley Resident

Breanna Vincent

From: lynn baumert [redacted] >
Sent: Wednesday, February 19, 2025 10:01 AM
To: Community Development
Subject: data center concerns

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The plan concerning Apple Valley doesn't show enough thought put into water and energy uses. Please put the brakes on it and examine what other proposals are doing across the state. The recent Star-Tribune story on Amazon wanting a permit to use diesel fuel in its backup generators demonstrates the possibility of problems not even dealt with. Yet the developers will pursue their wish/want lists once they're in a community. Please look out for Apple Valley's future. Thank you for your work.

Lynn Baumert

Breanna Vincent

From: [redacted]
Sent: Wednesday, February 19, 2025 4:43 PM
To: Community Development
Subject: AUAR 2024
Attachments: Planning Commission Data Cetner Questons.docx

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Good afternoon, I am an Apple Valley resident and interested in expressing concerns about the planned data center or Tech Park plan. I have attached what was to be a presentation at the planning meeting this evening. Is it possible to talk to someone about my questions?

Thank you

Respectfully,

John Stadler

John Stadler

phone [redacted]
email [redacted]
address Apple Valley MN 55124

Thank you to the planning commission for allowing me to speak. As a city resident I have common concerns with over 100 residents of Apple Valley. I am summarizing my questions for you to save time and ask for a response from the commission. I recognize the need for progress, having worked in IT for 25 years. As a resident of Apple Valley, I kindly request the commission to take the following questions into account during your decision-making process:

- **Impact on Property Values**
  Have studies been conducted regarding the potential impact of the data center on property values within 500 feet of the facility? If so, what are the findings, and how does the commission plan address any potential negative effects on local property values?
- **Noise and Visibility Concerns Along Pilot Knob**
  The project on CR 42 addresses noise and visibility with adequate mitigation, but the plan for Pilot Knob has minimal provisions in this regard. Would the developer consider implementing a wall or other barriers on the east side of Pilot Knob to help reduce both noise and visual impact for nearby residents?
- **Water Usage and Treatment Plant Capacity**
  What is the comprehensive plan for managing the project's water usage? Specifically, how will this impact the capacity of the water treatment plant, and is there a plan in place to ensure it can handle the increased demand?
- **Impact on Energy Pricing**
  With the projected energy consumption of the proposed data center, how do you foresee this affecting local energy prices for residents? What steps are being taken to mitigate potential increases in electricity costs for Apple Valley residents?
- **Job Creation and Market Competitiveness**
  How many long-term jobs will the data center create, and what is the expected skill level required for these positions? Will these jobs be competitive in the current job market, and how will they benefit the local workforce?
- **Long-Term Revenue for Apple Valley**
  Will the data center generate a sustainable revenue stream for the city, potentially offsetting costs for residents in the form of reduced taxes or other benefits? What projections are in place regarding its financial impact on the city's budget?
- **Risks and Future Use of Closed Data Centers**
  Considering Delta recently closed a data center in Eagan, MN, what risks do we face if the proposed data center in Apple Valley were to close in the future? Additionally, what are the plans for the future use of the campus if the data center becomes obsolete or is no longer operational?
- **Noise Levels Along Pilot Knob**
  What is the projected noise level, in decibels, at a distance of 100 feet from the data center along Pilot Knob? How does this compare to existing noise levels in the area, and what measures will be taken to mitigate any potential disturbance to nearby residents?

- My email for responses is: avcitizenstadler@gmail.com

Breanna Vincent

From: Tim Benetti
Sent: Thursday, February 20, 2025 1:21 PM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

Tim Benetti | Community Development Director
(952) 953-2576
tim.benetti@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Tom Lawell <Tom.Lawell@applevalleymn.gov>
Sent: Thursday, February 20, 2025 1:14 PM
To: Tim Benetti <Tim.Benetti@applevalleymn.gov>
Cc: Charles Grawe <Charles.Grawe@applevalleymn.gov>
Subject: Fwd: Online Form Submittal: Council Contact

Tim, this came in addressed to the City Council today.

Thanks,
Tom

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, February 20, 2025 12:31 PM
To: Charles Grawe; Clint Hooppaw; John Bergman; Ruth Grendahl; Lisa Hiebert; Tom Lawell; Tom Melander
Subject: Online Form Submittal: Council Contact

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Council Contact

Return e-mail address	[redacted]
Subject	Proposed data center
Message	City of Apple Valley Community Development 7100 147th Street West

Apple Valley, MN 55124

Hello,
I am writing to express my strong opposition to the proposed construction of a data center within a portion of the Fischer Aggregate sand and gravel mining operation in Apple Valley. I believe this development would have several negative impacts on our community, environment, and infrastructure that need to be thoroughly considered.

We live very nearby in the Cortland neighborhood near the intersection of 155th Street and Pilot Knob Road. So far, we have been very pleased with the city's mixed residential and commercial development in the corridor between Pilot Knob Road and Flagstaff Avenue. We hope that the city will continue on this positive trajectory instead of choosing to develop this area for industrial use.

Many residents, including myself, are deeply concerned that a data center would diminish the quality of life and appeal of our area. Data centers generate significant noise pollution and ambient heat islands (where the air temperature is significantly warmer than surrounding areas due to the large amount of heat generated by the servers).

The operation of the proposed data center would represent a staggering environmental impact. It's my understanding that building this data center would require increasing the size of the electrical substation on the northwest corner of the property from the two acres it currently occupies to 5 acres in size– expanding from a 115,000-volt transmission line to a 300-megawatt facility. That is a dramatic increase in electrical usage and also visual blight. In addition, the data center's projected peak water usage is 4 million gallons per day. With data centers also in the approval process for Rosemount and Farmington, I'm concerned about the burden on local aquifers.

Furthermore, there are concerns about the long-term economic impact. Data centers tend to create few jobs relative to the amount of real estate they consume. While data centers can provide some primarily low-wage jobs, these positions are increasingly automated and do not create the number of employment opportunities that other types of development, such as retail centers, would offer. This raises the question of whether this development truly serves the long-term economic interests of our community.

In short, the proposed data center facilities would consume

outsize quantities of land, energy and water compared to any potential benefits to our community. The sea of power lines, substations, large industrial buildings, heat, and noise would certainly be detrimental to the appeal of the part of Apple Valley that I and my neighbors call home, and I would expect to see that negative reflection in the surrounding property values.

I strongly urge you to consider these concerns and take them into account as you make decisions regarding this development. I believe there are more sustainable and beneficial ways to foster growth in Apple Valley without sacrificing the wellbeing of our community and environment.

Thank you for your attention to this matter. I would appreciate any updates regarding the status of this proposal, and I hope my concerns will be considered as part of the decision-making process. I look forward to hearing from you.

Sincerely,

Arla Dauscher

Name	Arla Dauscher
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Tim Benetti
Sent: Monday, February 24, 2025 8:47 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

Tim Benetti | Community Development Director
(952) 953-2576
tim.benetti@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Charles Grawe <Charles.Grawe@applevalleymn.gov>
Sent: Monday, February 24, 2025 8:43 AM
To: Tim Benetti <Tim.Benetti@applevalleymn.gov>
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, February 21, 2025 2:39 PM
To: Charles Grawe <Charles.Grawe@applevalleymn.gov>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@applevalleymn.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Lisa Hiebert <Lisa.Hiebert@AppleValleyMN.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

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Council Contact

Return e-mail address	[redacted]
Subject	Recommended documentary
Message	In light of Meta's (Facebook's) proposed data center in Apple Valley, I highly recommend viewing the recent documentary The Click Trap. Meta plays a huge role in the spread of hate and disinformation in today's society. This film's content

couldn't be more relevant today with the rise of big tech, and with it, their need for large data centers. The film brings the issues and workings of social media forward in an understandable way. This feels like the crux of our current polarized and divisive state - so harmful to all of us.

More info on the film can be found here:
www.videoproject.org/the-click-trap

I feel strongly that The Click Trap needs to be seen by a much wider audience. It explains so well how the proliferation of digital advertising is feeding the spread of hate and disinformation. In North America, Java Films has an educational distributor taking care of screenings and making it available to Universities, colleges , libraries, etc. Contact is Olivier Semonnay at olivier@javafilms.tv. Perhaps a screening offered to the Apple Valley mayor, city council members, and community at large is in order.

Name	Jean Abbott
Phone Number	[redacted]

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Breanna Vincent

From: Breanna Vincent
Sent: Tuesday, February 25, 2025 8:52 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Hooppaw Contact- Technology Park

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, February 24, 2025 3:49 PM
To: Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>
Subject: Online Form Submittal: Hooppaw Contact

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Hooppaw Contact

Return e-mail address	[redacted]
Subject	Data Center
Message	Read that you want to allow a company build another BIG Data Center by Menards. Why? Also the data center's will require a large consumption of water and electricity. Can you promise that it will NOT increase our usage cost? Thank you
Name	Gene Schultz
Phone Number	[redacted]

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Breanna Vincent

From: Tim Benetti
Sent: Thursday, February 27, 2025 7:00 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

Please add to the list

Tim Benetti | Community Development Director
(952) 953-2576
tim.benetti@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Charles Grawe <Charles.Grawe@applevalleymn.gov>
Sent: Thursday, February 27, 2025 6:50 AM
To: Tim Benetti <Tim.Benetti@applevalleymn.gov>
Subject: Fw: Online Form Submittal: Council Contact

Get Outlook for iOS

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, February 27, 2025 6:46:37 AM
To: Charles Grawe <Charles.Grawe@applevalleymn.gov>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@applevalleymn.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Lisa Hiebert <Lisa.Hiebert@AppleValleyMN.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

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Council Contact

Return e-mail address	[redacted]
Subject	Proposed large data center
Message	You may be interested in attending this press conference for a greater understanding of the harm large data centers do to communities.

Thu, Feb 27, 2025; 9:00 AM

Organized By: Sierra Club and partners

Location: Room B971 (basement press room), Minnesota State Capitol, St. Paul

Please attend the press conference on SF 769, which would offer new tax breaks for massive data centers being proposed by some of the wealthiest corporations in the world.

The press conference is at 9AM in the basement press room of the State Capitol -- Room # B971.

The data centers being proposed today are on a vastly different scale than those of the past, bringing unprecedented risks to Minnesota's economy, environment, and communities. Unlike traditional data centers, these massive facilities consume extraordinary amounts of electricity and water while delivering minimal long-term economic benefits to Minnesota residents, a pattern documented in analyses of data center subsidy deals. Yet, Minnesota taxpayers are being asked to subsidize some of the wealthiest corporations in the world—Amazon, Google, Microsoft, etc—while shouldering the financial and environmental burden. As our state faces a structural budget deficit, it is fiscally reckless to continue handing out blank checks to billion-dollar corporations with no meaningful public benefit.

Specific concerns include:

Strain on the energy grid compromising clean energy goals. If built, the planned data centers could consume as much electricity as all 2.3 million households in Minnesota.
Impacts on consumers. Rate payers could be left footing the bill for the increased infrastructure required by data centers
Water consumption and contamination. Researchers estimate that a mid-sized data center uses approximately 300,000 gallons of water a day, and the cooling process often involves chemicals like PFAS.

Name	Jean Abbott
Phone Number	[redacted]

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Breanna Vincent

From: Kelly Perrine <[redacted]>
Sent: Friday, February 28, 2025 2:07 PM
To: Community Development
Subject: Public Comment - Proposed Technology Park

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

RE: Proposed Apple Valley Technology Park
Apple Valley Planning Commission,
Thank you for the opportunity to comment on the proposed Rockport LLC Technology Park within the Fischer Mining and Apple Valley Redi-mix site.

In reviewing the Alternative Urban Areawide Review (AUAR) published in December, 2024, I have found several concerns that should result in denial of the proposed Development Plan. Please see below.

- As a follow-up to my comment submitted on Tuesday, February 18, regarding the need to model regional aquifer impact associated with the proposed technology park – In reviewing all AUARs associated with ten proposed data centers located in Dakota County, if all are approved, the amount of annual groundwater usage by said data centers would amount to a water usage equal to 7 billion gallons, which is seven times the amount of the full City of Rosemount annual usage. Without a scientifically sound groundwater model accounting for these uses, it is a disservice to the residents of the City of Apple Valley, as they may be subject to negative impacts realized from aquifer drawdown and developed cones of depression.
- The technology park applicant is currently taking advantage of loopholes with the city public review process in hopes of getting approval with limited residential comment. By proposing the technology park as within the full Fischer Mining and Apple Valley Redi-mix site, residents that are unfamiliar with planning and zoning or environmental code and statutory languages are unable to distinguish what exactly is being proposed within the technology park. It is uncommon that an individual not familiar with planning and zoning or environmental review processes would be able to navigate the lengthy AUAR to distinguish the proposed development's impacts.
- The technology park applicant is also taking advantage of loopholes within the state of Minnesota's environmental review process. The technology park is being proposed as a part of the full Fischer Mining and Apple Valley Redi-mix site development. In doing so, the applicant was able to submit an AUAR, and not a full Environmental Impact Statement or Environmental Assessment Worksheet study. As such, they are reviewing the technology park in a lens much more limited than a comprehensive review, which is a cornerstone of the State of Minnesota.
- The Metropolitan Council is currently working with a consultant to develop a white paper for municipalities to use when considering a data center development. It is forecasted to be complete within 6 months. The Planning Commission and City Council are strongly urged to deny the proposed technology park until said paper has been published, and staff and elected officials are able to utilize it for consideration of the proposed development.
- In 2023, the Minnesota House passed a bill requiring carbon-free electricity by 2040, which was subsequently signed into law. Currently, the State of Wisconsin is being tasked with the requirement to build out a number of

new fossil fuel plants to meet the demand of a singular Microsoft data center. Should a development application be approved, the City of Apple Valley and the energy provider are required to ensure that the approved development is provided adequate power to meet their approved demand. It would be unwise for the City of Apple Valley to approve the proposed technology development as: 1) it is a disservice to the State of Minnesota for the City to support a set back in progress towards the 2040 carbon-free law due to a singular industry; and 2) the City of Apple Valley would be financially impacted by the need to provide power to the development should the approved demand not be met.

- The Minnesota Center for Environmental Advocacy is heavily involved in legislation being proposed concerning data centers, as well as scientific study concerning environmental impacts posed by data center development. It is advised that City staff and/or elected officials contact this group when considering the proposed technotechnology development.

I appreciate your consideration of these matters. I will also be sharing my comments with Mayor Clint Hooppaw.

Thank you,

Kelly Perrine

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Breanna Vincent

From: Susan Wehrenberg <[redacted]>
Sent: Tuesday, March 4, 2025 5:11 PM
To: Community Development; Clint Hooppaw; John Bergman; Tom Melander; Lisa Hiebert
Cc: Matt Saam; Tom Lawell
Subject: Data Center Water Use

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

To All Concerned,

We feel very apprehensive regarding potential data center water use, particularly with our current PFAS problem.

With 4 wells out of commission due to PFAS or radium and a total of 11 wells currently impacted by PFAS, it seems shortsighted and risky to stretch our water supply further by allowing hundreds of gallons per day to be used by one entity. Peak use would happen during summer months, when residential water use is also highest. With our warming average temperatures, the volume for both users will continue to increase over time. The stress on our water supply is acknowledged on our City PFAS webpage:

"However, with the newly released regulations from the EPA, it may be more difficult to stay compliant, especially during peak water usage in the summer months. The City is working on water conservation strategies to address high usage during this period."

We residents should not be asked to do our part to conserve water while a data center is using extremely high amounts. We residents should not have the risk of increased PFAS contamination because of a data center's water demands.

While tax revenue is important and data centers will be built, ensuring that Apple Valley residents have a safe and adequate water supply should take precedent.

Sincerely,

Susan and Steven Wehrenberg
13550 Hershey Court

Breanna Vincent

From: Cameron Hager <[redacted]>
Sent: Wednesday, March 5, 2025 9:00 PM
To: Community Development
Subject: Quarry Project Support

You don't often get email from [redacted]. Learn why this is important

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To whom it may concern:

My name is Cameron Hager. As an Apple Valley resident, I write to you in support of the data center development proposed by Oppidan Development at the quarry site. My recommendation is on the basis of the incremental increase in tax basis it will provide the city. These revenues can then be used for other community needs. Additionally, I believe the proposed development would introduce higher quality jobs. I appreciate your consideration.

Warm Regards,

Cameron Hager

Breanna Vincent

From: Breanna Vincent
Sent: Monday, March 10, 2025 8:17 AM
To: Breanna Vincent
Subject: FW: Data Centers

From: NW D <[redacted]>
Sent: Sunday, March 9, 2025 11:48 AM
To: Clint Hooppaw <Clint.Hooppaw@applevalleymn.gov>
Subject: Data Centers

You don't often get email from [redacted] Learn why this is important

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From a Concerned Resident:

I am writing because it is clear that there is a genuine need for data centers. That said, I also believe we need local oversight/guardrails to deal with water and energy use and noise pollution.

Most of the data centers being built use water as a coolant. Those systems can be self-contained, or they can use a single-pass system. The second is the cheapest, but it makes a huge draw on groundwater and may also impact surface bodies of water like Lake Vermillion.

As I understand it, the current proposed data center in MN would likely use electricity equal to all the homes in the state. "In terms of energy, if all 10 data centers currently proposed come online, they would consume as much energy as all of the homes in Minnesota. Since Minnesota has a law that requires utilities to serve customers that move into their territory, our state could be left scrambling to meet the seismic jump in energy demand, which could lead to delays in scheduled coal plant retirements or the construction of new fossil fuel plants. Either development would gravely jeopardize Minnesota's ability to reach our urgent climate goals." – MN Center for Environmental

Advocacy." I know a number of the data centers have proposed using diesel-fired generators as back-up supply for electricity. This would also impact our need to reach climate goals.

There is a real concern about the location of new data centers due to the amount of noise they produce. I gather , Noise levels can reach 96dBA inside a data center, according to C&C Technology Group. Exposure over half an hour at this level could damage hearing."

The current state regulatory framework appears to only address the peripherals, like generators. As I understand it, developers are able to avoid more rigorous environmental assessment by piggy-backing on municipality water permits via AUAR's (Alternative Use Areawide Review) which are less transparent. Also, I know nondisclosure Agreements have been employed in cities like Farmington which can make it a secretive process.

It's clear we need a cost-benefit analysis before permitting data center land use. I support the bills that have been introduced to allow data centers only in areas zoned for industrial use. In short, we desperately need more transparency.

I am planning on attending future Planning Commission and City Council meetings.

Sincerely,

Nika Davies
[redacted]
15755 Henna Court
Apple Valley

Breanna Vincent

From: Breanna Vincent
Sent: Monday, March 10, 2025 8:17 AM
To: Breanna Vincent
Subject: FW: Data Center Size limitation comment

From: Cindi Dayus <[redacted]>
Sent: Wednesday, February 12, 2025 5:32 PM
To: Clint Hooppaw <Clint.Hooppaw@applevalleymn.gov>
Subject: Re: Parks and Recreation Advisory Comittee

Hello Mayor Hooppaw, I'd be happy to expand on my comment to limit building footprint to a maximum of 400,00 square feet in the definition of a Data Center under the new Mixed Use Business Campus zoning category. The data centers being built in Minnesota today are hyperscale facilities - a size upwards of 1 million square feet (about the size as the overall footprint of the data center development being proposed for Orchard Place). Considered a CoLocation (CoLo) development, this situation does not always produce good neighbors in a community. There are plenty of news articles around the country of these massive data centers owned by the likes of Meta, Amazon, Google, Microsoft, etc, that have become extremely problematic to the communities in which they are located.

However, there are other justifications for limiting the size of data centers under the MUBC zoning category to a maximum of 400,000 square feet. I recently attended a meeting with Dakota County Commissioner Joe Atkins, where he provided a lot of information with the unique perspective of the County (and he stated the County does not have a lot of say regarding data center development in its municipalities). I learned from Commissioner Atkins that these facilities are in a state of construction every 2-3 years due to changing technology. Commissioner Atkins expressed again that the tax benefit implications are not yet clear because of this constant state of equipment replacement and facility renovations - tax benefits will depend on how those upgrades are categorized. What stood out to me as I was learning this information is that there will be a lot more heavy truck traffic impacting our road infrastructure, construction noise impacting our neighbors, and more activity at the data center than what was indicated by the applicant at the Public Hearing. Apple Valley's MUBC designation is intended to create a balanced, sustainable, and economically diverse environment. However, allowing large-scale data centers to exceed this 400,000 square foot threshold may conflict with the City's goals. A 400,000 square foot maximum helps ensure Apple Valley's infrastructure remains sustainable without placing excessive burdens on existing systems.

At the February 5th Planning Commission meeting the applicant presented data from their noise study. When all backup generators were running at the same time, which would occur in the case of an emergency situation, the noise from the generator operations would exceed the allowable decibel threshold in the nearby neighborhoods. I imagine this scenario could occur during a prolonged and extreme heat wave on top of severe drought conditions, a statistically probable scenario in our current climate conditions in Minnesota. The applicant stated they are still looking into ways to mitigate that. A viable solution would be to reduce the number of required generators by reducing the size of the overall facility. A smaller facility fits into a MUBC designation; the MUBC zoning category was created to foster a

mix of commercial, office, light industrial, and retail uses, supporting a vibrant, walkable environment. Hyperscale data centers occupy large parcels, limiting opportunities for diverse businesses. By capping data center size, we preserve space for a broader mix of employers and commercial uses, ensuring long-term economic resilience.

I also have concerns over the impact on nearby residents and businesses from the emissions of the diesel generators and heat island effects of hyperscale facilities - the 300MW facility proposed for Orchard Place will need between 60-200 generators, depending on the capacity of the generators. Data centers produce a lot of waste heat as well as large areas of impervious surfaces. I did ask the applicant if the heat island impact had been calculated; a smaller facility would have less of an impact on diesel emissions and potential heat island effects on nearby residents and businesses.

Additional environmental impacts from data centers are high energy and water demands. Peak water demand for the proposed data center at Orchard Place is estimated to be 1.5MGD. While the applicant projects that a draw rate of this magnitude would only occur during a small portion of the year, it will occur during the hot, dry summer months when groundwater availability is limited. The Met Council projects a decline in water availability in the Prairie du Chien aquifer due to urbanization by 2040. Residents are already being asked to conserve water during periods of drought, and there is concern that a peak water draw rate of 1.5 MGD by the data center will impact water availability to residents and businesses. I also have concerns that the data center's high energy usage will occur during extreme heat waves in the summer, causing a grid blackout when residents and businesses are relying on air conditioning to stay safe. A size limitation encourages responsible development with sustainability measures, rather than over-concentration of resource-intensive facilities.

Apple Valley's MUBC was designed to be pedestrian-friendly, with buildings that promote street-level interaction and mixed-use integration. Large, single-use data centers do not contribute to an active streetscape, often featuring blank facades, minimal entrances, and large setbacks. A 400,000 square foot maximum ensures new developments align with the zoning category's walkable, mixed-use vision. Large data centers typically provide few direct jobs per square foot, limiting economic returns compared to office, retail, or light industrial uses. If Apple Valley allows excessively large data centers, we risk over-reliance on a single industry in that development, making the city vulnerable to shifts in the data center market. A building size maximum also prevents single-purpose data centers from displacing higher-employment businesses that contribute to long-term tax base growth. Placing a 400,000 square foot limit on data centers within the MUBC zoning district aligns with Apple Valley's planning priorities by protecting infrastructure, preserving land use balance, promoting sustainability, maintaining walkability, and encouraging economic diversity. This approach ensures that data centers remain a complementary—not dominant—land use within the district.

I am happy to discuss further if you are interested. I really appreciate you reaching out, Mayor Hooppaw!

On Wed, Feb 12, 2025 at 11:20 AM Clint Hooppaw <Clint.Hooppaw@applevalleymn.gov> wrote:

> Good morning,
>
> Thanks for the response, and the engagement.

I also appreciate the time and commitment to the community through volunteering. I know how hard it is to find time for these activities, and your prioritizing time for it speaks volumes about your commitment.

Unrelated to the committee opening, at the last planning committee meeting you advocated for a cap on the size of a data center facility - I believe you mentioned 400,000 square feet. What was the source of that size limitation?

Thanks again!



Clint Hooppaw, Mayor

City of Apple Valley, Minnesota

7100 West 147th Street

Apple Valley, MN 55124

(952) 953-2501

Primrose School of Apple Valley
15455 Embry Path
Apple Valley, MN 55124
952.683.9595
fax 952.222.3983
PrimroseAppleValley.com

4/2/2025

To: City of Apple Valley Planning Commission, City Council, and all City Staff involved in planning, development, and land use decisions

From: Primrose School of Apple Valley; Vincent Schultz

Re: Proposed comprehensive plan amendment and technology park application for the 134-acre data center campus at the former Fischer Sand and Aggregate site

Dear Members of the Apple Valley Planning Commission and City Staff,

We are writing as concerned Apple Valley business owners to urge you to reject or delay the proposed comprehensive plan amendment and technology park application for the 134-acre data center campus at the former Fischer Sand and Aggregate site. While we recognize the potential for economic growth, the project's significant risks to our community's resources, quality of life, and long-term planning outweigh its promised benefits. We respectfully request that you consider the following issues before moving forward.

First, the data center's resource demands threaten our infrastructure. At a peak water usage of 4 million gallons per day—even with an annual estimate of 8 million gallons—this project could strain our local aquifers at a time when groundwater sustainability is a growing concern across Minnesota. The state's 2023 water use already neared its appropriation limit (2.32 billion gallons vs. 3 billion), and adding data centers risks tipping the balance. Similarly, the power demands, likely in the tens of megawatts, burden Xcel Energy's grid as it transitions from coal and faces rising electrification needs. Without a transparent, third-party impact study, approving this risks overextending our water and power capacity for an uncertain return.

Second, the noise from this campus could erode Apple Valley's suburban livability. Oppidan claims operational noise will stay below 50 dB(A) at the property line, but industry examples—like Amazon's Virginia data centers, where noise reached 50-60 dB(A) over 600 feet—suggest a constant hum from cooling systems could disturb residents near Pilot Knob Road and County Road 42. Construction noise, potentially 70-85 dB(A) during the day, only adds to the disruption. Our zoning code sets strict noise limits to protect residential areas, and this project's scale (five buildings, 860,000-1,050,000 square feet) raises doubts about compliance. An independent noise assessment, not just developer assurances, is essential to safeguard our community's peace.

Third, the economic benefits appear overstated. The promise of 200 permanent jobs and a $1.08 billion GDP boost relies heavily on temporary construction work (11,982 job-years over three years), while data centers elsewhere, like Meta's in Rosemount, sustain fewer than 100 long-term positions. Tax incentives, common in such projects, could further shrink

Primrose School of Apple Valley
15455 Embry Path
Apple Valley, MN 55124
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fax 952.222.3983
PrimroseAppleValley.com

revenue for Apple Valley. Compared to the hype, the reality looks thin—Farmington residents suing over a similar data center's unfulfilled promises echo this skepticism. We deserve a hard look at these numbers, not just MN DEED projections, to ensure this isn't a net loss for our city.

Finally, approving this sets a troubling precedent. Rezoning 134 acres for a sprawling technology park aligns with the 2040 Comprehensive Plan's "Industrial" label, but risks clashing with its broader vision for balanced growth near residential zones. If this moves forward unchecked, it could invite more resource-intensive projects, drifting from the sustainable, community-focused development Apple Valley has prioritized. A pause for state-level data center guidelines would better protect our city's future.

We urge you to deny or delay this proposal until Oppidan provides rigorous, independent studies on water, power, noise, and economic impacts, and until Minnesota clarifies policies for data centers statewide. Apple Valley's residents and businesses deserve caution over haste, ensuring our resources and quality of life aren't sacrificed for speculative gains.

Thank you for considering our concerns—we trust you'll prioritize our community's long-term well-being in your decision.

Sincerely,

Vincent & Melisa Schultz

Vincent Schultz, CPA
Franchise Owner
Primrose School of Apple Valley
The Leader in Early Education and Care®
15455 Embry Path
Apple Valley, MN 55124
952-683-9595 (school)
[redacted]
952-222-3983 (fax)
www.primroseapplevalley.com

Breanna Vincent

From: Jennifer Duoos <[redacted]>
Sent: Thursday, April 3, 2025 2:49 PM
To: Community Development
Subject: Proposed Data Center

You don't often get email from [redacted]. Learn why this is important

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To whom it may concern,

Please do not approve the Data Center Proposal for the Apple Valley Technology Park by the Oppidan Investment Company (Project Number:PC24-23-BCSZ). This will bring very little value, if any, to our community. Few, if any jobs, increased demand on our natural resources and decreased land for community engagement of any kind.

Thank you,
Jennifer Duoos
[redacted]

452 Walnut Lane
Apple Valley MN, 55124

Breanna Vincent

From: Breanna Vincent
Sent: Tuesday, April 15, 2025 11:17 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, April 15, 2025 11:01 AM
To: Charles Grawe <Charles.Grawe@applevalleymn.gov>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@applevalleymn.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Lisa Hiebert <Lisa.Hiebert@AppleValleyMN.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

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Council Contact

Return e-mail address	[redacted]
Subject	Opposition to the Data Canter Proposal
Message	City of Apple Valley Community Development 7100 147th Street West Apple Valley, MN 55124 Hello, I am writing to express my strong opposition to the proposed construction of a data center within a portion of the Fischer Aggregate sand and gravel mining operation in Apple Valley. I believe this development would have several negative impacts on our community, environment, and infrastructure that need to be thoroughly considered. We live very nearby in the Cortland neighborhood near the intersection of 155th Street and Pilot Knob Road. So far, we have been very pleased with the city's mixed residential and commercial development in the corridor between Pilot Knob Road and Flagstaff Avenue. We hope that the city will continue on this positive trajectory instead of choosing to develop this area for industrial use.

Many residents, including myself, are deeply concerned that a data center would diminish the quality of life and appeal of our area. Data centers generate significant noise pollution and ambient heat islands (where the air temperature is significantly warmer than surrounding areas due to the large amount of heat generated by the servers).

The operation of the proposed data center would represent a staggering environmental impact. It's my understanding that building this data center would require increasing the size of the electrical substation on the northwest corner of the property from the two acres it currently occupies to 5 acres in size– expanding from a 115,000-volt transmission line to a 300-megawatt facility. That is a dramatic increase in electrical usage and also visual blight. In addition, the data center's projected peak water usage is 4 million gallons per day. With data centers also in the approval process for Rosemount and Farmington, I'm concerned about the burden on local aquifers.

Furthermore, there are concerns about the long-term economic impact. Data centers tend to create few jobs relative to the amount of real estate they consume. While data centers can provide some primarily low-wage jobs, these positions are increasingly automated and do not create the number of employment opportunities that other types of development, such as retail centers, would offer. This raises the question of whether this development truly serves the long-term economic interests of our community.

In short, the proposed data center facilities would consume outsize quantities of land, energy and water compared to any potential benefits to our community. The sea of power lines, substations, large industrial buildings, heat, and noise would certainly be detrimental to the appeal of the part of Apple Valley that I and my neighbors call home, and I would expect to see that negative reflection in the surrounding property values.

I strongly urge you to consider these concerns and take them into account as you make decisions regarding this development. I believe there are more sustainable and beneficial ways to foster growth in Apple Valley without sacrificing the wellbeing of our community and environment.

Thank you for your attention to this matter. I would appreciate any updates regarding the status of this proposal, and I hope my concerns will be considered as part of the decision-making process. I look forward to hearing from you.

Name	Jamal Awow
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Breanna Vincent
Sent: Monday, April 21, 2025 1:31 PM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, April 17, 2025 4:42 PM
To: Charles Grawe <Charles.Grawe@applevalleymn.gov>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@applevalleymn.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Lisa Hiebert <Lisa.Hiebert@AppleValleyMN.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data
Message	I am completely against the data center in our city. If it's not going to bring in more taxes, it's going to destroy our availability of water, noise, this is not what our city needs. Please vote no!
Name	Amy Kasel
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Breanna Vincent
Sent: Friday, April 18, 2025 1:36 PM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, April 18, 2025 5:54 AM
To: Charles Grawe <Charles.Grawe@applevalleymn.gov>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@applevalleymn.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Lisa Hiebert <Lisa.Hiebert@AppleValleyMN.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data center
Message	I am opposed to building a data center in orchard place. I am a resident and this is too close to my home.
Name	Jennifer Frost
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Breanna Vincent
Sent: Monday, April 28, 2025 8:18 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, April 25, 2025 5:32:09 AM
To: Charles Grawe <Charles.Grawe@applevalleymn.gov>; Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>; John Bergman <John.Bergman@applevalleymn.gov>; Ruth Grendahl <Ruth.Grendahl@AppleValleyMN.gov>; Lisa Hiebert <Lisa.Hiebert@AppleValleyMN.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <Tom.Melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	no to comp plan amendment
Message	The city does not need an industrial endeavor butting up right next to the residential and business developments in the area proposed for the data center. The water and energy demands alone of this center would affect delivery of services to those living and working in the area. Too much is unknown and can't be known about this development to make it something in Apple Valley's best interests.
Name	LYNN BAUMERT
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Meridith Nordin <[redacted]com>
Sent: Thursday, August 21, 2025 4:57 PM
To: Community Development
Subject: Data Center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I don't know if there has been a decision made on the proposed data center. Recently there have been several articles about the impact these centers have on their communities. Having read several of these articles and and understanding their impact negative impact on their surrounding areas I hope that Apple Valley rejects this proposal. The very short term gains of jobs and tax revenue is of little benefit to the long term problems it will cause to our city.
Meridith Nordin

Sent from my iPhone

Breanna Vincent

From: BJ Knight <[redacted]>
Sent: Friday, October 17, 2025 5:48 PM
To: Community Development
Subject: Proposed data centers

You don't often get email from [redacted]. Learn why this is important

Good evening. My name is William Knight and I'm a resident of Apple valley since 2001. I'm writing in response to the proposed data center along 150th and
Pilot Knob. I'm not sure of any benefits of allowing this project to go through. The unsightly size (height) of these buildings does not fit into any current plan in that area. The idea that you've created a welcoming area to sustain restaurants and parks and shops only to diminish the quality of life by putting these noisy (humming) structures in this area. Not only do they require enormous amounts of water to cool, they will bring down property values anywhere with the vicinity. I would urge you to watch this video about how it affects people. This is not a good for Apple Valley and I would hope you will vote against.

https://youtube.com/watch?v=t-8TDOFqkQA&si=QFX-oY4PNyUywIZq

Sincerely,

William Knight
[redacted]

Breanna Vincent

From: Kelly Tabara <[redacted]>
Sent: Monday, October 20, 2025 11:40 AM
To: Community Development
Subject: Proposed Apple Valley Technology Park (Data Center)

You don't often get email from [redacted]. Learn why this is important

To whom it may concern,

My name is Kelly Tabara, and I have lived in Apple Valley since 2008. I learned of the proposed Apple Valley Technology Park, and I want to express my concerns about this possible development in our city.

These types of facilities are very large consumers of water and have a very high energy usage. These strains on our resources could be detrimental to our city and resources. These facilities also produce an extensive amount of noise and even vibrations that will be extremely disruptive to the environment, residences and businesses in the area. Lastly, Apple Valley has very limited land left to develop. Any development should be something that is beneficial for the city and its residents and completed with very careful thought. For these reasons I strongly oppose any and all development of this technology park (data center) in the city of Apple Valley.

Thank you for your consideration,
Kelly Tabara

Breanna Vincent

From: Justin Haffner <[redacted]>
Sent: Tuesday, October 21, 2025 9:05 AM
To: Community Development
Subject: Data center feedback

You don't often get email from [redacted]. Learn why this is important

Hello,

My name is Justin Haffner and I live in apple valley at 7025 upper 136th street west. I also am a part owner in a local business in apple valley as well.

I strongly do not want a data center anywhere near our city. From my perspective, it's at best a zero sum gain proposition while it's being built, but has significant potential to be a long term net negative for the people in the city.

All it will take is for the water to not be treated properly or for energy demands to spike causing an inflation of monthly local energy prices to wipe out any potential positives this center might bring.

No protection clauses or promises of future improvements will ever be satisfactory enough for me to feel this is a positive risk for our city to undertake. Once it's built, the company owning the data center will be past the well intentioned promises stage and will have shifted into profit generation stage. That suggests that getting them to pay for improvements will be slow, just like the construction of those project will be.

Assuming that there's a need for more infrastructure for power or water, that could take years to figure out while citizens of apple valley face higher costs from water/energy.

It ain't worth it, shut it down.

Thanks
Justin haffner
[redacted]

Yahoo Mail: Search, Organize, Conquer

Breanna Vincent

From: Austin Wohlenhaus <[redacted]>
Sent: Friday, November 7, 2025 5:02 PM
To: Community Development
Subject: Unsolicited Feedback from a Concerned Citizen

You don't often get email from [redacted] Learn why this is important

Hello Community Development Team,

I am writing this to share some feedback and concerns regarding the potential development of the technology park at the AVR mining site.

I'd like to start by acknowledging the need for communities to grow. Apple Valley has done a commendable job developing the area up to this point, and I hope that will continue in the future. While I am aware that considerations for revenue from property taxes and other such considerations must be made when planning development, I hope that sight of the primary objective is not lost; developing a city that allows for the flourishing of its citizens. With a proposal for a data center and technology park on the table, I fear this addition may be contrary to that stated objective.

My family will be moving from Eagan to Apple Valley in December. We love the community and the intentional balance of many quiet residential neighborhoods, open spaces such as Lebanon Hills, and commercial spaces that provide workspace, food, shopping, etc. Another attractive aspect of the city is its minimal industrial footprint.

Over the past few years, there has been a substantial increase in interest from technology and data companies to develop massive facilities in suburban areas. While I recognize the revenue and jobs this may bring to a community, I also see many drawbacks that are increasingly evident to these same communities and their residents. These facilities have an astronomically high resource consumption of both electricity and water. While the numbers may indicate the current infrastructure can handle it, we don't have any data to show how this may affect resource consumption over time. Some of these communities are already seeing exponential increases in utility costs as the utility providers spend millions to accommodate these facilities. It would seem some of those costs are quickly being passed on to consumers. With limited experience building massive data centers in densely populated residential areas, we also don't know the long-term environmental or health effects they may have on nearby residents.

When I envision a thriving community like Apple Valley, I see tree-lined streets, kids biking to school, a line out the door at Texas Roadhouse on a Friday night, clean streets, and fresh air. A modern rendition of the traditional American suburb. I hope that as my family settles in and makes Apple Valley home, my kids will have the opportunity to grow up in a city like that. With every one million square foot concrete block that gets developed, the city will look less and less like the quaint suburb I described, and more and more like a dystopian industrial site.

I certainly understand the position you are in, as I work in real estate myself. I've been on both the development side and the disgruntled homeowner side. As more plans are approved for these projects, I

see more and more people near these sites reluctantly leaving cities like Eagan, Farmington, and Rosemount to find a place where they can be free from these developmental intrusions.

I hope you can understand my concern. I certainly appreciate your consideration on this matter. Thank you for your hard work in making Apple Valley a flourishing suburb for its residents.

Thank you,



wohlenhaus
REAL ESTATE

Austin Wohlenhaus
Realtor with RE/MAX Advantage Plus
[redacted]
[redacted]
@WohlenhausRealEstate
Wohlenhaus.com

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, November 17, 2025 11:22 AM
To: Clint Hooppaw <Clint.Hooppaw@AppleValleyMN.gov>
Subject: Online Form Submittal: Hooppaw Contact

Return e-mail address	[redacted]
Subject	data center
Message	Please be more active in keeping the public informed about the proposed data center. It should not be developed in the shadows. Please allow public comments at any Council or Committee meeting where the data center is discussed. Thank you.
Name	Jerry Nagel
Phone Number	[redacted]

From: Clint Hooppaw <Clint.Hooppaw@applevalleymn.gov>
Sent: Tuesday, November 18, 2025 11:24 AM
To: jlnagel1983@gmail.com <jlnagel1983@gmail.com>
Subject: Re: Online Form Submittal: Hooppaw Contact - Data Center / Technology Park application

Good morning Jerry,

Thanks for reaching out on this topic. It's one we are all currently watching closely and doing all we can to keep the public informed on the process. I'd like to assure you that there are no decisions being made "in the shadows." At the moment, there's simply no new information to share or to act upon, which is why you've not seen much in the way of updates if you are monitoring the project page on the City's website. I've included information below that is available on the city's website and since there's a lot of information available, I've included some direct links to save some searching.

After the April 2025 Planning Commission's decision to recommend denial of the Comprehensive Planning Amendment, the applicants for both the Comprehensive Plan Amendment and the rest of the land use actions requested extensions to allow time to review their applications and provide additional information. (You can review thie minutes of that meeting here:2025.04.02 Planning Commission Minutes) Prior to that decision, the Planning Commission heard and considered public comments offered at the February 5, 2025 Planning Commission meeting, as well as all comments received via email or mail.

At this point, city staff is still awaiting this additional information, so at this point there is no new information to be shared. At this time, no further action has been taken or proposed. The agenda (2025.02.05 PC Agenda) and Minutes (2025.02.05 PC Minutes) will provide a background of both the staff report and discussion of the project.

We all recognize that public hearing times may not work for everyone, so we also welcome any public comments sent to commdev@applevalleymn.gov or mailed to City Hall, and those will be included and provided to the commission and council.

You can also find information about the progress and status of this project here Proposed Tech Park and/or subscribe to receive updates on upcoming meetings and land use actions here: https://www.applevalleymn.gov/1163/Stay-Informed-Of.

The following land use actions all need to be review and approved for this project to move forward. All of which will provide for further opportunity for public comment and input.

1. Comprehensive Plan Amendment, submitted by the Land Owner. This is a separate, but related, action from the Technology Park, but directly impacts if the Technology Park can proceed as proposed. This was heard by the Planning Commission and acted on on April 2, 2025. The Planning Commission recommended denial. No date has been set for City Council yet due to the extensions discussed previously.
2. Rezoning of the site from Sand and Gravel to Mixed Use Business Campus (at the request of the applicant, further Planning Commission review has been postponed until further notice)
3. Subdivision and re-platting (at the request of the applicant, further Planning Commission review has been postponed until further notice)
4. Conditional Use Permit (at the request of the applicant, further Planning Commission review has been postponed until further notice)

5. Site Plan/Building Permit Authorization (at the request of the applicant, further Planning Commission review has been postponed until further notice)

Should you have further questions, I'm happy to have the Community Development Staff work to answer those for you.

Thanks again for reaching out.

Clint Hooppaw, Mayor

City of Apple Valley, Minnesota

7100 West 147th Street

Apple Valley, MN 55124

(952) 953-2501

Website Inquiry Form:

Submitted Time: December 13, 2025 8:41 PM

Email Address:
[redacted]

Name or Business Name:
Barbara Landes

Topic:
Planning and Zoning

Request, Issue, or Comment:
Request, Question or Comment:
I would like to express my grave concerns about the possible development of a Data Center in Apple Valley. I urge you to again deny the proposal due to the unsustainable water demands. It is clear that there are many significant concerns about the impact the project would have on our city – our water supply, electricity consumption, and traffic issues. I have to keep coming back to the issue of water. This is not an unlimited resource. Our very quality of life depends on protecting and preserving clean water.

There are other impacts to consider as well – noise pollution, light pollution. Even the aesthetic appearance of such a structure would be a blight on the area. There are residential neighborhoods near this site that could be very negatively affected by the proposed project.

I would greatly appreciate you denying the request to proceed with this project in any form.

Thank you for your time and consideration of this dire matter.

Barbara Landes
14398 Embassy Way

Location Description
The Southwest Corner of Pilot Knob Road and County Rd 42

Breanna Vincent

From: Karla & David McKenzie <[redacted]>
Sent: Sunday, December 14, 2025 10:11 AM
To: Community Development
Subject: Av 12/172025 planning commission - Data Center

You don't often get email from [redacted]. Learn why this is important

Dear Mr. Benetti and Mr. Lawell,

The 12/17/2025 planning commission agenda item for the Apple Valley Technology Park came as a surprise to us. We had been tracking this project closely all of 2025 and kept waiting for the City Council to act on the Comprehensive Plan Amendment (CPA). Based on Mr. Benetti's email on 2/18/2025 to me, this was the next step (see below).

If both the MUBC Zoning District and CPA are approved, the separate applicant group, Oppidan, may proceed with their applications for the eastern portion of the gravel pit site. Their requests will include:

- ***Rezoning***
- ***Preliminary Plat (Subdivision)***
- ***Site & Building Plan Authorization***
- ***Conditional Use Permit***

These applications are related to the proposed technology park/data center project.

Simplified Roadmap:

1. ***City Council considers the new MUBC Mixed-Use Business Campus District.***
2. ***Planning Commission makes a recommendation on Rockport's CPA request.***
3. ***City Council decides whether to:***
   - ***Forward the CPA to the Metropolitan Council***
   - ***Reject the CPA request***
   - ***Return the CPA to the Planning Commission for further study***
4. ***If sent to the Metropolitan Council, their review/comment period may take up to 60 days.***
5. ***After the Metropolitan Council's review, the City Council will:***
   - ***Approve or deny the CPA***
   - ***Request further study by the Planning Commission***
6. ***If both the MUBC District and CPA are approved, Oppidan may proceed with their applications for the Technology Park/Data Center.***

I have read through the 12/17/2025 packet and have serious concerns that it is meeting the city standards. Is the Oppidan request (12/11/22025 email) for the Council to pass the CPA onto the Met Council or is it for the planning commission to vote on rezoning, platting and site plan approvals? It is way too premature to be voting on the zoning, platting and building permit actions.

A few of our concerns are:
1. Water use was the primary concern. Rockport and Oppidan provided an update report (Sundt Engineering) that the City has not had time to review. The Sundt report is not attached to the commission packet.
2. The plans that are attached to the commission packet are unreadable. It appears that they have been scanned 3 or 4 times.
3. The MUBC ordinance requires a data center to operate under a CUP. Should a CUP be included in these actions?
4. The policy of the planning commission is not to act on the same night as the public hearing. Why is this not a requirement for this very important matter.

5. The MUBC does not allow an industrial zoning on a parcel abutting County Road 42 and/or Pilot Knob Road.
6. Oppidan/Rockport missing the deadlines for submittals of information as outlined on page 4 of the staff report is very unprofessional and should be an immediate request to table the planning commission item to a future date.
7. The 2/25/2025 memo from Oppidan did not address all of the comments.
   a. Where is the construction traffic parking? The new drawing that shows the phasing of the work is disconnected from the Johnny Cake Ridge Road access point.
   b. In an industrial zone, gravel parking lots are not allowed, yet all the generators are all on gravel.
   c. The storage of 868,00 gallons of fuel on site is probably the second largest storage facility in the City. What will be the containment system?
   d. What is the total impervious percentage?
   e. What are the details of the fencing?

It will be a major mistake to allow a major industrial development on a parcel that the City has so much hope for as a job creator. Rockport should go back to square one with a new vision.

We will not be able to attend the Wednesday meeting.

Dave and Karla McKenzie
6403 131st Street Court
[redacted]

Breanna Vincent

From: Chad Rainwater <[redacted]>
Sent: Wednesday, December 17, 2025 9:34 AM
To: Community Development
Subject: "Technology Park"

You don't often get email from [redacted]. Learn why this is important

Good morning and thank you for reading this email. I'm writing to express my concerns regarding the proposed technology park.

When Orchard Place was in conception the city had excellent plans to make this a destination area for residence and community engagement through restaurants, medical, residential and commercial uses.

This is the last of the major developmental areas in our city and you still have the opportunity to do something unique that will attract visitors, create LASTING employment, build a sense of community and help elevate the living environment in Dakota County.

Other than tax dollars, there is no benefit for the city with this proposal. The job gains are short term and often not benefiting Dakota County employees.

I know people will write in about the negative impacts of the Data Centers but even beyond that I'd encourage the city to have the confidence in the original plans, exercise patience in the development process and stay the course of the master plan without using prime real estate for data centers. Let's create a destination center that ties in with our downtown development. We can do better!

Thank you

Chad Rainwater
15855 Dumont Lane
Apple Valley, MN

Website Inquiry Form:

Submitted Time: December 18, 2025 3:31 PM

Contact Information:

Contact Preference:
Email

Phone Number:

Email Address:
[redacted]

Name or Business Name:
Tere Michels

Topic:
City Projects

Sub-Category:
Development Projects

Second Sub-Category:

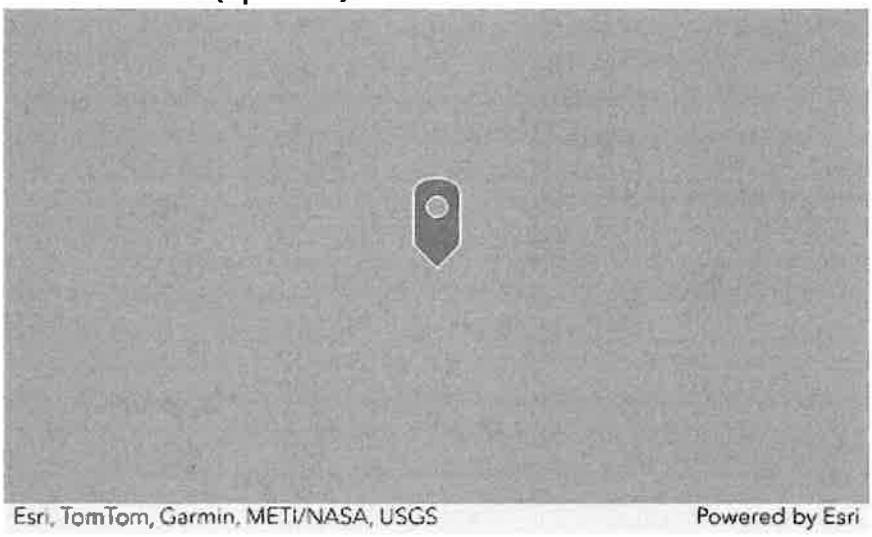
Request, Issue, or Comment:

Request, Question or Comment:
Did AV sign a NDA w/ Oppidan re: a data center? I thought so. I have heard yes and no with regard to a data center being buildt here. As a constituant, I say NO. NO. NO. Transparency is key to honesty. Apple Valley is better than secrets. Apple

Valley is better than the disadvantages a data center will bring to our city. I appreciate the work you do, but I expect better of the Council.

Location Description

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: Tim Benetti
Sent: Tuesday, December 23, 2025 8:55 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

Tim Benetti | Community Development Director
(952) 953-2576
tim.benetti@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Charles Grawe <charles.grawe@applevalleymn.gov>
Sent: Tuesday, December 23, 2025 8:21 AM
To: Tim Benetti <Tim.Benetti@applevalleymn.gov>
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, December 23, 2025 6:32 AM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	No to zoning change for data center
Message	The takeaway from the Sunday Star-Tribune story on data centers in the state: they make demands on cities with no promises to contribute significantly to residents' well-being. The proposed center will be a drain on our energy and power needs. Please put the brakes on Oppidan's development plan. There are too many unanswered questions and too much reluctance to answer them. Keep Apple Valley anchored to Minnesota. Thank you for the tough decisions that await you.

Name	LYNN BAUMERT
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Tim Benetti
Sent: Tuesday, December 23, 2025 8:54 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Hooppaw Contact

Tim Benetti | Community Development Director
(952) 953-2576
tim.benetti@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Clint Hooppaw <Clint.Hooppaw@applevalleymn.gov>
Sent: Monday, December 22, 2025 9:38 PM
To: Tim Benetti <Tim.Benetti@applevalleymn.gov>; Tom Lawell <Tom.Lawell@applevalleymn.gov>
Subject: Fw: Online Form Submittal: Hooppaw Contact

Please add to the public comments.
Thanks.



Clint Hooppaw, Mayor

City of Apple Valley, Minnesota

7100 West 147th Street

Apple Valley, MN 55124

(952) 953-2501

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, December 22, 2025 7:49 PM
To: Clint Hooppaw <clint.hooppaw@applevalleymn.gov>
Subject: Online Form Submittal: Hooppaw Contact

Hooppaw Contact

Return e-mail address	[redacted]
Subject	Data center
Message	Mayor Hooppaw - I live on 134th St Ct in Apple Valley. As you convene to vote on the data center topic, please remember your constituents during your vote. We do NOT want a data center in Apple Valley. How city council votes on this topic will absolutely be central to how citizens vote next election. Please make the right choice for Apple Valley residents and don't let a data center plunder our resources while adding little value to the community.
Name	Josh Richards
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Stacey Nguyen <[redacted]>
Sent: Monday, December 22, 2025 8:38 PM
To: Community Development
Subject: Proposed Data Center - questions and concerns

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Subject: Concerns Regarding Proposed Apple Valley Technology Park / Data Center

Dear Mayor Hooppaw, City Council, Planning Commission Members, and City Staff,

I am a resident who lives near the proposed Apple Valley Technology Park / data center site. I appreciate the opportunity to provide public input and would like to share several concerns before any approvals are considered.

First, I am concerned about water usage associated with large data center facilities. Given existing demands on local water resources, I would like to understand how this project could affect residents.

Second, I have concerns about electric infrastructure and reliability. Please clarify what upgrades may be required, who will bear the costs, and whether residential service or rates could be impacted.

Third, I am worried about quality-of-life and public health impacts for nearby neighborhoods, including noise from cooling systems and backup generators, negative impacts on property values. Health impacts from air pollution are a serious concern, including asthma, lung cancer, other cancers, heart attacks, cognitive decline, and other medical issues. A large residential community is located across the street from the proposed data center, on the opposite side of Pilot Knob Road.

I also request greater transparency in the planning process. Clear, publicly available information about environmental impacts, Public Health impacts, and infrastructure demands is important so residents can make informed comments.

Thank you for your time and consideration.

Sincerely,

Stacey Nguyen
Apple Valley, MN resident

Breanna Vincent

From: Breanna Vincent
Sent: Tuesday, December 23, 2025 12:10 PM
To: Breanna Vincent
Subject: FW: Data center

-----Original Message-----
From: NANCY GREENLY <[redacted]>
Sent: Tuesday, December 23, 2025 11:56 AM
To: Christina M. Scipioni <cityclerk@applevalleymn.gov>
Subject: Data center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Apple Valley city council members,

I am emailing you today, to express my hope that you vote against a data center being built in Apple Valley. Data centers emit a large amount of air pollution, water pollution and noise pollution. Data centers emit nitrogen oxide, formaldehyde, forever chemical gas(pfas gas) and fine particulate matter as small as 2.5 microns (pm2.5). These chemicals put into the air can travel hundreds of miles, and the fact that they are already building a data center in Rosemount will give citizens in our area double the pollution. Public health costs associated with U. S. Data centers are projected to reach 10 to 20 billion annually by 2030. There is no safe level of pm 2.5, so any emitted by a data center is unsafe. An example is in California, data center health impacts tripled in 4 years. There are reports in numerous states of young women having increased miscarriages, middle aged men with organ failure and an increased rate of rare cancers and lung cancer in people who have never even smoked. In Louisiana areas around data centers are called "cancer alley", and in general, areas right around data centers are called “sacrifice zones” because they know the disease that they will cause. Let’s talk noise pollution, safe sound levels are 70 decibels or lower according to the American speech-language-hearing association, exposure to sounds 85 decibels and above are considered harmful to hearing. Data centers can run between 85 and 100 decibels, and they run 24 hours a day. Some residents have described it as having a lawn mower in your living room 24 hours a day. Other residents describe low-pitched roars interspersed with high-frequency screeches. Data centers, like this one in Apple Valley, are increasingly being built in densely populated areas so they can access their power grids. That brings me to the cost. Wholesale electricity costs have gone up as much as 267% from 5 years ago near data centers and that cost is being passed on to consumers. I am not interested in being forced to subsidize costs for big tech. They not only use an exorbitant amount of electricity but also water. Apple Valley does not need this strain on our resources resulting in higher costs for us. Also, the average data center employs fewer than 150 workers and most of them are not local, so we would not even be reaping the benefits increased jobs. The lives of the people in the city you represent should be your number one priority, a vote for this data center would demonstrate that they are not. I want you to know that I will work tirelessly to ensure that any of you who vote for this data center will never be elected again, and people who value human life put into office.

Breanna Vincent

From: Tim Benetti
Sent: Tuesday, December 23, 2025 8:55 AM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

Tim Benetti | Community Development Director
(952) 953-2576
tim.benetti@applevalleymn.gov
www.applevalleymn.gov
7100 147th Street W. | Apple Valley, MN 55124

From: Charles Grawe <charles.grawe@applevalleymn.gov>
Sent: Tuesday, December 23, 2025 8:21 AM
To: Tim Benetti <Tim.Benetti@applevalleymn.gov>
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, December 23, 2025 7:28 AM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	rezoning Orchard Lake development
Message	Dear City Council Members, My family and I have lived in Apple Valley since 2015. We want to strongly communicate our opposition to a data center right down the road from our houses in the Orchard Lake development. Data centers contribute nothing to creating a strong community, endanger our water supply, provide few jobs, take valuable land away from more productive and community-oriented issues, and have a limited lifetime. I can simply think of no reason that is in the public interest to allow

	for a data center right in the heart of our community. I understand a vote is before the Council tonight on amending the 2040 plan to allow for a MBUC in the development. Please vote no on the amendment.
Name	Danya Leebaw
Phone Number	[redacted]

[redacted] not displaying correctly? View it in your browser.

Website Inquiry Form:

Submitted Time: December 23, 2025 3:58 PM

Contact Information:

Contact Preference:
Email

Phone Number:

Email Address:
[redacted]

Name or Business Name:
Nancy Speaker

Topic:
City Projects

Sub-Category:
Development Projects

Second Sub-Category:

Request, Issue, or Comment:

Request, Question or Comment:
I am an Apple Valley resident of over 30 years and am very concerned about the proposed Data Center - 2040 Mixed Business Campus. This is not what our city needs.

You have been serect and sneaky in letting the citizens you represent know what exactly is going on. I have always been so proud of my city and how it is run (thanks to Mayor Mary) but not now with the NDA's you have apparently signed regarding this project.

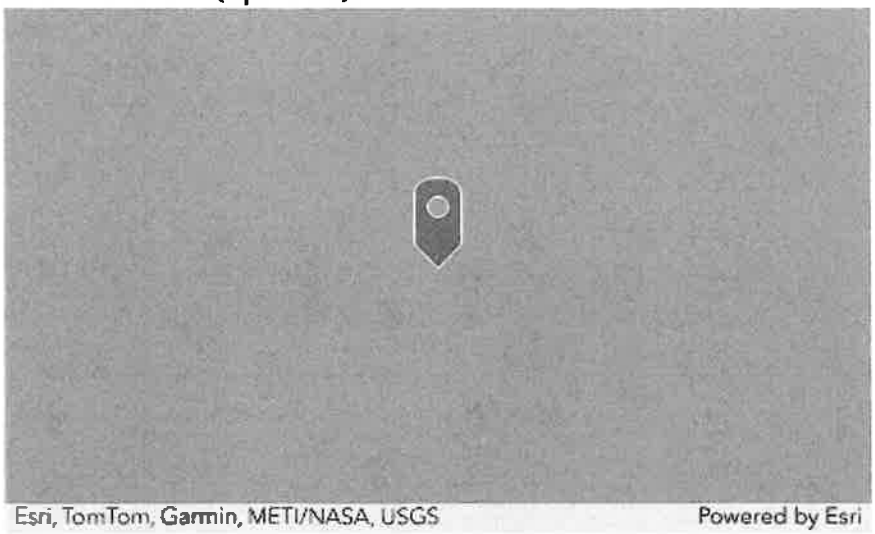
I don't see how this is a good outcome for our city... we already have a water shortage problem specific during drought years along with higher water costs due to the clean up needed to remove PFAS in our water. And nobody needs higher electricity prices along with the negative environmental impacts that will surely follow.

I ask that you continue to place your faith in the Planning Commission's research on this issue and vote NO on the proposed 2040 Comprehensive Plan Amendment.

sincerely,
Nancy Speaker
Palomino Drive Apple Valley

Location Description
cty rd 42 & johnny cake

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: John Winter [redacted] >
Sent: Tuesday, December 23, 2025 9:47 AM
To: Community Development
Subject: 12/23 Agenda - Resident concern/position on the data center MBC zoning topic (Proposed Technology Park)

You don't often get email from the [redacted] Learn why this is important

As a resident of Apple Valley, I am urging you not to allow the rezoning of the Orchard Place concept in the 2040 Comprehensive Plan for a Mixed-Business Campus (MBC). I cannot attend the meeting this evening, but have been following the issue and have read through all the meeting files.

I don't feel the applicants have adequately addressed the committee's environmental and water/sewer infrastructure concerns AND I do not think a data center is a good use of city land. As we have seen throughout the country, data centers driving this AI bubble:

- place an incredible burden on a city's water/sewer/power infrastructure, resulting in higher costs and lower quality services for residents/businesses
- Have negative impacts on noise/air/water quality which we here in MN hold of high importance
- Are shortsighted in that they take our resources and gives very little in return (jobs, income, etc.)

In addition to the committee concerns and lack of transparency from the applicants, please strongly consider the desires of residents in rejecting the MBC zoning request.

Thank you,

John Winter
15789 Highview Dr.
Apple Valley, MN 55124

From: Charles Grawe
To: Tim Benetti; Christina M. Scipioni
Subject: FW: Online Form Submittal: Council Contact
Date: Tuesday, December 30, 2025 8:17:26 AM

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, December 29, 2025 5:27 PM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data center
Message	Hi, I am strongly against the data center being built in Apple valley. I want to know what city council members are for and against it being built.
Name	Georgie anderson
Phone Number	*Field not completed.*

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Shannon Masera <[redacted]>
Sent: Monday, December 29, 2025 3:10 PM
To: Community Development
Subject: No Data Centers in Apple Valley Mn

You don't often get email from [redacted]. Learn why this is important

Dear City Council Members,

I am writing as a resident of Apple Valley to express my strong opposition to the proposed data center. This project poses significant threats to our community's quality of life, resources, and character.

Specifically, I am concerned about depleting our local water supplies, noise, and pollution. Such developments strain our power grid and infrastructure without creating many local permanent jobs.

The scale and nature of this industrial facility are incompatible with our existing neighborhoods and parks.

Approving this project, especially near residential areas, would be a step backwards for our community's well-being, impacting property values and public health for minimal local return.

I urge you to vote NO on this or any other data center proposal and prioritize development that enhances our city not burdens it.

Best,
Shannon Masera
13435 Gunflint Ct.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, December 29, 2025 2:12 PM
To: Mayor/City Council of Apple Valley, MN

Subject: Online Form Submittal: Council Contact Council Contact

Return e-mail address	[redacted]
Subject	Data Center
Message	Hello and thank you for your attention to this matter. We understood that the decision to NOT allow a data center to be built in Apple Valley until we received an email saying otherwise. We are not able to attend the 1/8/26 council meeting so I am writing to share with you our adamant NO TO DATA CENTERS. We believe they will not offer a significant economic advantage to our city and will cause undo damage to our environment and quality of life. Further we believe that the citizens of Apple Valley will bear an serious and unnecessary cost of living increase and the threat of interruption to our water and electricity supply. Please do not allow this to happen to our community. Respectfully Judith Christianson Rick Christianson
Name	Judith A Christianson
Phone Number	[redacted]

Breanna Vincent

From: Shelley Anne <[redacted]>
Sent: Friday, January 2, 2026 7:34 AM
To: Community Development
Subject: data center

You don't often get email from [redacted]. Learn why this is important

I am writing to convey my opposition to any expansion of the industrial footprint at Orchard Place as requested by Rockport, LLC.
Apple Valley is a family friendly town and a data center adjacent to residential neighborhoods in the heart of our city is not in the best interests of those who live here.
While I understand that there is a need for data centers, I'm sure there are more appropriate locations where residents are not living so close by and may welcome the jobs. I am also extremely concerned about the impact on our utilities and I do not trust the projections that developers provide.
As a long-time homeowner in Apple Valley, I hope the City Council respects the wishes of its residents and votes against any changes that negatively impact our city, including this proposed amendment.
Michele Hake
14344 Embassy Way, Apple Valley, MN 55124

Breanna Vincent

From: cu.rasoul <[redacted]>
Sent: Thursday, January 1, 2026 8:06 PM
To: Community Development
Subject: Proposed data center

You don't often get email from [redacted]. Learn why this is important

To whom it may concern,

I am a resident of Apple valley and I wishes to express me strong feelings of opposing thie data center. This data center means a drain on resources for us and the environment. Please do as you did the last time this came for a vote and please vote no.

Thank you,

Cara Urabe-Rasoul
Apple valley reaident

Sent from my Verizon, Samsung Galaxy smartphone

Breanna Vincent

From: Jenny <[redacted]>
Sent: Thursday, January 1, 2026 5:20 PM
To: Community Development
Subject: Public comment - data center

You don't often get email from [redacted]. Learn why this is important

Hello,

I am a resident of Apple Valley's Regent Point neighborhood. I oppose the proposed data center/ technology park. My main concerns are environmental and a drain on the community as these centers have proven problematic.

Water consumption, noise pollution, electricity pull and land use are all of great concern to me! We can use this land in different ways that will acutely create meaningful jobs, enhance the community and bring more economic benefits to Apple Valley.

Data centers bring significant community issues, primarily massive energy and water consumption straining local resources, increased utility costs for residents, noise and light pollution, and air quality problems from backup generators, impacting public health, especially in vulnerable areas. Communities often face shifting financial burdens despite tax breaks, with concerns over ineffective economic benefits and irreversible changes to landscapes and infrastructure.

Thanks!

Jen Recknor

[redacted]

Breanna Vincent

From: Marge Pierce <[redacted]>
Sent: Thursday, January 1, 2026 3:24 PM
To: Community Development
Subject: Rockpoint LLC proposal for Orchard Place

You don't often get email from [redacted]. Learn why this is important

Please do not approve the disingenuously named Technology Park proposal for Orchard Place.

Please listen to your planning commissioners (who refused to approve this resource sucking debacle) and their stated concerns over water supply and water treatment, the required expensive upgrades to the infrastructure (already designed and installed based on the existing 2040 Comp Plan), and the impact to the community that a monster data center offering limited permanent jobs would have in an area slated as a Job Creation zone.

Please don't let this happen in our city. The current comp plan for a MUBC Job Creation Zone will serve to bring new companies, jobs, and families to Apple Valley. A monstrous data center will ensure potential residents and businesses look elsewhere. Having lived very happily in Apple Valley for 12 years i have yet to find anyone in my community who wants this.

Thank you,

Marge Pierce
13234 Downey Trail
Apple Valley, MN 55124

Breanna Vincent

From: Graziela Ostler <[redacted]>
Sent: Friday, January 2, 2026 4:34 AM
To: Community Development
Subject: Data Center in Apple Valley

You don't often get email from [redacted]. Learn why this is important

Hello,

I am writing to share how I feel about having a data center close to my home. I am opposed to having a data center close to where families live. The data center would negatively affect my neighborhood. I am aware of the pollution and health hazard this type of center causes. I have worked to hard to keep my family healthy and safe and I would feel very disappointed and disrespected if a data center is placed close to my home and harms my family and friends. Even in a financial perspective a data center would affect the price value of my property. Data centers do not belong close to families homes. Thank you.

My address is 5980 158th St W, Apple Valley, MN 55124.

My cell phone number is [redacted]

Regards,

Graziela Ostler

Breanna Vincent

From: Amy Newell <[redacted]>
Sent: Thursday, January 1, 2026 9:15 PM
To: Community Development
Subject: Proposed Technology Park (Data Center)

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello-
I am an Apple Valley resident and I am very concerned about the proposed technology park (data center) to possibly be approved/ built in the city. I am worried about the noise and high water usage. I am also worried there may be future health concerns that could affect the community.
I would not like this approved in Apple Valley.
Amy Newell
15539 Flyboat Lane
Sent from my iPhone

Breanna Vincent

From: Travis Misslin <[redacted]>
Sent: Thursday, January 1, 2026 4:21 PM
To: Community Development
Cc: Travis Misslin
Subject: Resident concerns regarding proposed data center development

You don't often get email from [redacted]. Learn why this is important

Dear Mayor and Members of the Apple Valley City Council,

I am writing as a concerned resident of Apple Valley to express strong opposition to the proposed data center development planned for our community.

While data centers may serve a role in regional or national infrastructure, they offer little tangible benefit to Apple Valley residents while introducing significant and long-lasting drawbacks. These facilities typically provide very few permanent jobs relative to their size, consume vast amounts of electricity and water, and contribute minimal economic activity beyond property tax revenue. This imbalance places a disproportionate burden on local resources without delivering meaningful community value.

Residents are especially concerned about the strain a data center would place on our electrical grid and water supply, particularly during peak usage periods and as our region faces increasing environmental and climate-related challenges. Additionally, the constant noise from cooling systems, increased industrial traffic, and the visual impact of a large, utilitarian structure are incompatible with the character of nearby residential neighborhoods.

Apple Valley has long prioritized thoughtful development that supports families, local businesses, and quality of life. A data center does not align with these goals. It does not foster walkable spaces, community engagement, or diverse employment opportunities, and it risks setting a precedent for further industrial-style development that residents do not support.

Many residents feel their concerns have not been adequately considered in this process. We respectfully urge the City Council to listen to the voices of the community, reevaluate

this proposal, and explore alternative developments that better reflect the values, needs, and long-term vision of Apple Valley.

Thank you for your time and for your service to our city. I hope you will prioritize the interests and quality of life of current residents in your decision-making.

Sincerely,

Travis Misslin

Breanna Vincent

From: Kathy M <[redacted]>
Sent: Thursday, January 1, 2026 2:55 PM
To: Community Development
Subject: Data Center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello
As an Apple Valley resident I am opposed to the Data Center development.I don’t see that a data center would enhance the quality of life in Apple Valley in any way & could be detrimental to water and perhaps electrical supply. The center would not provide many jobs nor provide any services to the community. This development is not needed in Apple Valley.
Thank you
Katherine Mataya
Sent from my iPhone

Breanna Vincent

From: Liz Langley <[redacted]>
Sent: Thursday, January 1, 2026 5:30 PM
To: Community Development
Subject: Data Center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To Whom It May Concern,

I have watched Apple Valley change and grow since 1980. I have raised children here and worked for ISD 196 for 27 years and plan to hopefully spend my remaining years here. I have always been proud to say I live in one of the most family friendly areas with vast park, trails and playground systems. With that said I am encouraging the planning commission of this fine city to adhere to and not change land usage permits to allow for the proposed data center.

Currently 2 wells are offline due to PFAs and millions of dollars will be needed to install proper filtration. From the research I have done the money to do so isn't coming from 3M as there is no way to identify how they got this far outside of the metro area.

Minnesota is recording 10 years of climate change involving increased temperatures and decreased precipitation. Data centers use vast amounts of water that cannot be recycled for consumption. They contribute to air pollution, increased electrical costs and are harmful to native ecosystems.

I strongly oppose the idea of placing one in Apple Valley and urge you to vote no and/or deny the proposed land use change permit. The small number of short term jobs are not worth what will be removed from a family community.

I look forward to attending the meetings on January 8th and 22nd. I encourage you to stick with the decision of denial from 2025.

Thank you,
Liz Langley
[redacted]
Sent from my iPad

Breanna Vincent

From: Ben Baglio <[redacted]>
Sent: Thursday, January 1, 2026 7:48 PM
To: Community Development
Subject: Public Comment on Proposed Data Center

You don't often get email from [redacted]. Learn why this is important

Dear Mayor Hooppaw, City Council Members, and other city officials,

I am reaching out to express my strong hope that the City Council will, at their first meeting in January 2026, reject the proposal put forward by Rockport, LLC to develop an enormous data center in our city. Given our community's reliance on groundwater, and a demand already outpacing the long-term supply, it would be unwise for the future of our community to permit something that will drain our most valuable resource. The minimal sustainable, permanent jobs created by this proposed project are nothing compared to the damage it could (and will likely, eventually) cause.

Our city needs a serious, viable long-term sustainability plan for land use. Rejecting this data center does not eliminate that need, but it would also go a long way for this council in proving that they're serious about protecting the environment and listening to the concerns of residents.

Please reject any attempts to bill this data center in our city.

Respectfully,

Ben Baglio
176 Walnut Ln, Apple Valley, MN 55124

Breanna Vincent

From: Chrissie A [redacted] >
Sent: Thursday, January 1, 2026 9:46 PM
To: Community Development
Subject: Regarding data centers

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

I live by cobblestone lake. I have lived here since 2021 and watched it grow. Please do not allow data centers in Apple Valley, especially not so close to residences. We already struggle with yearly price increases (HOA fees, property tax increases, grocery price increases, mortgage cost increases, electric bill increases, etc). Data centers will drastically add to that list. They steal water resources and drive up local energy bills, offering nothing in return to the local community it burdens. This area should be reserved for actual business or housing to help build up communities. Building data centers to help power AI helps no one but the rich. Please, please do not allow this data center to be built here.

-apple valley resident, Christine Acton

Figure 4.2 – Orchard Place Concept



Breanna Vincent

From: Debbie Carter <[redacted]>
Sent: Friday, January 2, 2026 1:02 PM
To: Community Development
Subject: Rezoning & Proposed Data Center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

As an Apple Valley resident & homeowner in the Cobblestone Lake neighborhood, I'm very disappointed that the City Council is even considering rezoning the land not that far from our wonderful neighborhood, to allow a massive Data Center to be built. When we chose to move from Eagan to here, one reason we did is because we loved the look & feel of the area. It's only gotten better with the development happening across Pilot Knob, with the many stores, restaurants, & HealthPartners Clinic being built. Why would you even consider rezoning to allow a massive data center so close to so many residential areas? The look & feel of the area will change tremendously, & this wasn't in the city's zoning plan for the area.

There is also the very valid concern re:water usage & how that will affect residents in both supply & water rate increases, power demand & power rate increases, air quality changes if backup generators are used, noise pollution, etc. Why are you even thinking of risking the area, when other development wouldn't need such zoning changes, & wouldn't come with such potential high risks? Your very own planning commission recommended against doing this. Why are you not listening to them?
Why is the City Council even considering this zoning change for a massive data center next to so many residential neighborhoods (and next to a huge medical clinic dedicated to making people healthier)?

Why are you considering changes for the detriment of such a lovely area, one of the main reasons we moved here? The Cobblestone Lake neighborhood is known for the outdoor sidewalks & paths around the lake, to have a healthier lifestyle & enjoy the natural setting. Any change in the area re: air quality, noise pollution, visual aesthetics, this will have a big negative effect on quality of life. I've got to believe this will also have a negative effect on the whole area's property values & desirability.

Data centers, especially massive data centers, don't belong in such residential areas. We'll be very upset & heartbroken if the City Council allows this to happen. Many neighbors, even if you're not hearing from them, are all saying the same thing. Please don't allow this to happen to our beautiful city.

Debbie & Steve Carter

Website Inquiry Form:

Submitted Time: January 2, 2026 7:34 PM

Contact Information:

Contact Preference:

Phone or Email

Phone Number:

[redacted]

Email Address:

Fillingtime1@charter.net

Name or Business Name:

Richard Fuller

Topic:

Planning and Zoning

Sub-Category:

Second Sub-Category:

Request, Issue, or Comment:

Request, Question or Comment:

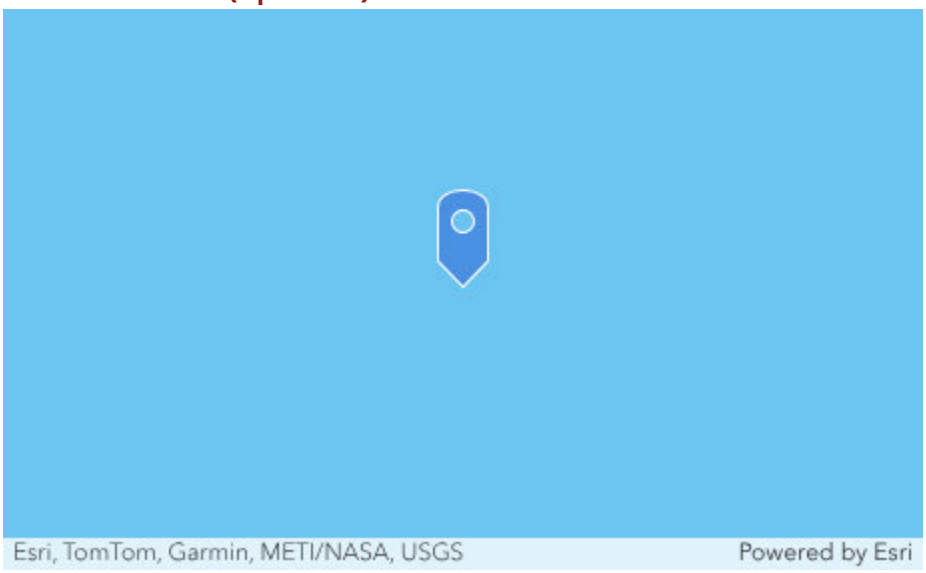
Data center plan for Orchard Place
I am very concerned about water and electricity usage and it's affect on our city facilities and infrastructure.

I am not sure this facility is in the best interest of our city and tax base....
Please deny this application.

Location Description

Orchard place data center proposal

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: Will Gallmeier <[redacted]>
Sent: Friday, January 2, 2026 3:20 PM
To: Community Development
Cc: Tom Melander; Ruth Grendahl; Lisa Hiebert; John Bergman
Subject: Opposition of Apple Valley Data Center

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Members of the City Council and Planning Commission,

My name is Will Gallmeier, and I am a resident of Apple Valley, living on the corner of Pilot Knob Road and County Road 42, writing to formally express my opposition to the proposed data center planned for placement within our community—specifically in an area designated as a Job Creation Zone and an area so close to my home.

This designation exists to encourage developments that create meaningful employment opportunities and long-term economic benefits for local residents. Unfortunately, data centers are well known to generate very few permanent jobs once construction is complete, making them a poor fit for an area formally intended to promote job growth and workforce development.

Beyond the limited employment impact, the proposed data center raises serious concerns regarding environmental strain on our growing city. Data centers require significant water usage for cooling and contribute to increased energy demand and pollution. Apple Valley is already experiencing rapid growth, and adding a high water- and energy-consuming facility places unnecessary pressure on local resources and infrastructure—especially in close proximity to residential neighborhoods.

There are far better uses for this land that would align with the intent of a Job Creation Zone while also respecting the health and well-being of the surrounding community. Developments such as office, medical, or mixed-use commercial projects could create substantially more jobs, support local families, and do so with far less environmental impact.

I also believe the rezoning, specifically in regards to the data center, can be a slippery slope as data centers can often stretch into a heavy industrial zone. Data centers fit into a light industrial zoning for their indoor operations, but often exceed it with large generators, cooling systems, and power demands, which lead to general debates on whether they should be classified heavier in the first place. If we change the zoning now, what's to stop a rezoning in the future that would further harm our community?

Additionally, there are many other locations—outside of dense and growing residential areas—that would be far more suitable for a data center. Placing such a facility in the center of a developing community like Apple Valley does not reflect thoughtful or future-focused planning.

I respectfully urge the city to reconsider this proposal and rezoning, and prioritize development that truly supports job creation, sustainability, and quality of life for residents. Thank you for your time, consideration, and commitment to the future of our community.

Sincerely,
Will Gallmeier
Apple Valley Resident

Website Inquiry Form:

Submitted Time: January 3, 2026 7:41 AM

Contact Information:

Contact Preference:

Email

Phone Number:

Email Address:

[redacted]

Name or Business Name:

Megan Berger

Topic:

Planning and Zoning

Sub-Category:

Second Sub-Category:

Request, Issue, or Comment:

Request, Question or Comment:

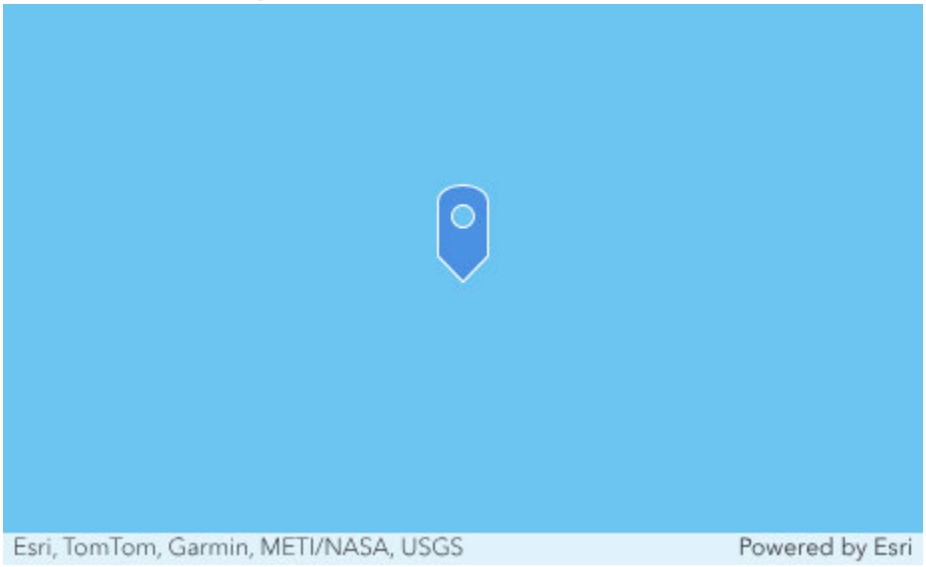
I would like to express my concern regarding the data center which has been proposed at Orchard Place. My main concerns are that this is going to be a major source of light pollution for the many residents who live nearby. Also, it seems like

relatively prime real estate to build something which is better suited for “the middle of nowhere”. The one is Rosemount is lit up night and day and takes up an enormous footprint. Let’s not be like them...

Location Description

Orchard place

Issue Location (optional):



Add a Photo:

Apple Valley Proposed Technology Park (Data Center) Concerns

C.R. Whiting / Cobblestone Community – Apple Valley / Retired IT Security Professional

General Concerns

- It is unclear what, if any, benefits of this proposal will have on the average AV community citizen. There are no apparent decrease in city tax benefits or other benefits that I'm aware of, for instance. It doesn't even sound like it will produce many, if any, additional AV jobs. (i.e. Why, exactly, would we want this in our back yard again?)
- There is a concern that property within a mile (or two) of this park will see their property values decrease.
- AI data centers consume orders of magnitude more energy and other resources than traditional data centers – which I cannot believe will not impact me personally. Water consumption. Electricity consumption. Traffic. Sewage. Etc. Some estimates cite 25-50x more than a traditional DC. These are data centers on steroids.
- Most other communities have rejected such proposals that are within the bounds of homestead properties. These types of services need to be on the outer borders or completely outside of major living areas, not embedded in the interior of one.
- The enormous land consumption (over 500 acres?) will prevent other types of development as well as decrease the relative value of surrounding land yet to be developed.
- Historically data centers are major sources of noise pollution. Even sound levels that are within the bounds of an industrial park can be more than just annoying to the surrounding homes. This noise pollution, especially the mid-to-high frequencies, can travel a mile or more into the surrounding communities. Although the proposed noise level of under 50db is cited it should be understood that the mid-to-high frequency whines created by such A/C systems even at lower db levels can be quite annoying, and those types of sounds can carry quite far. Meaning, we're not talking about traffic noises here, we are talking about a persistent whine which even at 10 or 20 db at a half mile would force residents to always have their windows closed. Such noises have been suspected of health issues as. Although the developer will downplay the noise issues, it shouldn't be taken lightly.
- This data center is an AI data center meaning it's power and A/C consumption are (again) orders of magnitude more than traditional DC's. Even if, on paper, it would meet requirements for noise pollution being acceptable per the surrounding property owners, any increase over time, or aging of A/C and other infrastructure could dramatically increase that noise pollution to well above acceptability. What recourse would the nearby property owners, or even city, have once the DC is built and operational? You build this bed and you have to sleep in it.
- Water consumption is a major problem for data centers that provides the A/C systems with sufficient cooling. Tapping into the ground water for this resource within the city dependent itself on ground water for surrounding homes and businesses is reckless. During college I worked for the South Carolina Water Resource Commission as a programmer assisting the staff geologists as they studied the ground water impacts of golf courses and the resulting intrusion of salt water from the ocean as fresh ground water was depleted, I can tell you that ground water systems are extremely fragile systems. Even, as suggested, tapping into a higher water table than what is being used for our tap water can impact the whole table. Water tables are

ecosystems in themselves. Water shortages and water contamination are likely going to be experienced. And once all this water is used it has to go somewhere. Closed systems are a possibility, but the noise from those systems are far greater than a water cooled evaporator system. Who is going to manage and pay for the ongoing monitoring of the ground water system due to this park? And if that monitoring discovered major issues, are we prepared to close that data center down? Would we even have the legal right to close it down?

- Electrical consumption for such an AI data center will likely rival all of the electrical consumption of Apple Valley. The impact on the South Metro electrical grid will not be insignificant. Power shortages and transformer loads are tricky things to navigate within a city infrastructure. It would be tantamount to AV doubling or even tripling its size overnight. Even if it doesn't impact my home personally, it will possibly drive my electric bill up as a result of the infrastructure changes that will be required. This is ditto with my water bill.
- Potential legal issues could arise over time as the surrounding communities sue the city for noise pollution, and possibly infrastructure problems, including potentially contaminated ground water. Is the city ready to respond to possible class action lawsuits?
- A data center fire, god forbid, could introduce major air contaminants into the surrounding communities. Most electrical systems, including wiring, incorporate forever chemicals which have been directly linked to cancer and other serious medical problems. How many people will be living within 10 miles of this data center? What would the city think if half of AV became a superfund site?
- Though I have left this to last, I can't leave this topic without commenting on the ethical concerns over AI in general. More than just a few of the leading AI experts in the world have cited generative AI as being one of the most dangerous ventures man has done since the atomic bomb was invented and used. Having such a data center less than a mile from my home raises even more questions and concerns for me. The 'Terminator' jokes are funny, but not entirely unfounded. I've spent 45 years in IT, and over 20 years in IT Security and my last 2 years researching AI for a Fortune 100 company in the Twin Cities area, and I can tell you that these AI services are a major security problem.

I vote NO to this proposal.

A simple Google search will show you how many problems have been reported by people living next to, or near, large data centers. Putting one in the middle of Apple Valley within a mile of thousands of single family homes is, I believe, an insane idea. Please don't do it.

Clark R Whiting / 15647 Duck Crossing Way, AV, MN 55124
Retired IT and Security Professional

Breanna Vincent

From: Pam Winthrop Lauer <[redacted]>
Sent: Monday, January 5, 2026 10:41 AM
To: Community Development
Subject: Data Center Concerns

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello -

I am intensely concerned about groundwater usage by the proposed data center. I'm aware of systems to reclaim and re-use cooling water and waste heat in places in Europe and I would like to see anything built here to:

1. Pose zero risk to our groundwater table; and

2. Be an innovative leader in reclamation of water and waste heat.

As it stands, I am concerned that the project will harm more than help our city. I would love to see environmentally sound innovation in siting a data center here.

I have been an Apple Valley resident for many years and am grateful for the responsive and responsible government that we have.

-Pam Lauer

--
Pam Winthrop Lauer
Certified Trainer with the Center for Nonviolent Communication Offering Spiritual Direction and NVC Training, Mediation, Facilitation and Coaching.
[redacted]
https://www.cnvc.org/trainers/pam-winthrop-lauer

"The misery here is quite terrible; and yet, late at night when the day has slunk away into the depths behind me, I often walk with a spring in my step along the barbed wire.
And then, time and again, it soars straight from my heart- I can't help it, that's just the way it is, like some elementary force – the feeling that life is glorious and magnificent, and that one day we shall be building a whole new world. Against every new outrage and every fresh horror, we shall put up one more piece of love and goodness, drawing strength from within ourselves."
Etty Hillesum, from Letters from Westerbork, 3 July 1943.

To whom it may concern,

I am writing to express my views on the potential for building a new AI data center in Apple Valley city limits. We all know its many uses. It is truly amazing how it has evolved so quickly. As an avid user, it has helped me generate ideas and imaginary battles between superheroes and villains. I created a character based off the "Disappointment Panda," as described in the book "The Subtle Art of Not Giving a F*ck" by Mark Manson (highly recommended!). Manson envisions Panda approaching you, the reader, helping you face reality when you have unattainable goals, or at least helps you step back and determine the steps needed to reach them. In my version, Panda goes on adventures engaging with overzealous tv and movie characters, explaining to them their ambitions aren't as good as they think and why their dreams are too farfetched. Panda identifies details that may have been overlooked. He joins a small cadre of dogs to help lighten the mood and solidify his point. It's fun!

While AI has been a useful tool for me and others, Panda might agree it has downfalls. We have to think of the bigger picture. Yes, AI creates jobs and can make society more efficient and reduce workload. That sounds good, right? The other side of this coin is a greater *loss* of jobs. AI is creative. It can create art, music and stories. If it were given free roam across all genres of the arts, who needs artists, writers, or musicians? There are countless musicians and singers in the world, all creating wonderful music. My own son, a high school student, is an excellent piano player. Maybe he won't be the next Mozart, but if he practiced enough, he could do great. Shakespeare, Poe, and Hemingway excelled in their writing without the aid of computers. Art has been a staple of history. Churches and museums provide us with so much information without saying a word. Viewers are given the opportunity to create their own interpretation, allowing them to build critical thinking skills. By the time you read this, a child may already be on their way to become another great writer, artist or musician, publishing several works. With AI, those dreams may be lost, as nobody can compete with unlimited technology.

As with the aforementioned creative industry, low skill jobs, such as cashiers or customer service, are threatened. Some people, either due to medical conditions, upbringing, economical or other reasons, may only be qualified for these types of jobs. They do what they can to support their families, often determining whether they should pay rent or groceries this week.

Entry-level jobs become less valuable with AI. During 2025, college graduates continue to struggle to find suitable employment, as reported by Forbes[1], NPR[2] and Fortune[3]. This is a concerning trend, as college was once known as the gateway to a strong, stable career. Having been a graduate during the recession in 2008, I've experienced first-hand the effects of a weak economy on the job market. Interview upon interview, rejection upon rejection, until I finally landed a job. The process was arduous, frustrating and scary. I hate for that to happen to others.

Even higher, more educated career paths are in danger. Accountants, tax preparers, therapists, translators, doctors and lawyers are all jobs easily taken by AI. These are important roles for any society, requiring years of study and real-life experience to be successful. Many customers appreciate the ability to work with another human being to complete these tasks. Some people, such as the elderly, may struggle using such technology to pay their taxes or get a medical diagnosis. People in these roles are some of the most dedicated, intelligent individuals. Their skills and value would be lost if AI were allowed to take over.

Mother Nature is also a potential victim. With recent changes in environmental oversight by the current administration, we must do our part to preserve clean, healthy land, water and air. AI is an energy hog. Computers are constantly generating heat, using electricity and water to maintain cool temperatures. This energy requires fossil fuels, and the increased production of greenhouse gases will have a profound effect on the lives of future generations. I don't want my son to live in a world of smog. The amount of energy required at data centers is staggering. Since 2022, energy use from data centers is estimated to have increased by over 39 million percent[4]. Water is the key ingredient to life as we know it. We have all seen the effects of drought, particularly in large rivers such as the Rio Grande. Reducing available water to our ecosystem results in a loss of wildlife, potentially harming already endangered species. Entire cities are forced to limit their water usage during certain periods of the year, with several major cities already facing major drought by 2030[5]. The water used to cool data centers is too valuable to be effectively depleted through daily use.

Such large, noisy structures can also be unsightly and annoying to local residents. I like Apple Valley due to its proximity to highways and I feel safe. After speaking with other residents, we agree it's a good place to live. We want other people to reap the benefits. A data center could impede that. Such an unsightly, noise and air polluting monstrosity could deter future homeowners from contributing their tax dollars to the development and maintenance of our city. That's fewer dollars for local businesses, fewer students, less incentive for businesses to establish a footprint, creating an overall drain on our economy.

I urge the council to consider delaying the development of a data center in Apple Valley, in the hopes more time and effort may be employed to determine the true impact of its construction. Develop solutions to the environmental and societal consequences. Develop regulation to limit its impact on jobs and preserve nature. Create a closed-water system within the building. Data centers, as a whole, have existed for years. Our nascent understanding of the effects of these advanced technologies could be our downfall. There needs to be more effort into determining how to best incorporate these systems into society so we can all benefit.

Thank you for the opportunity to express my concerns. Panda, and his canine companions, want you to think about the future, and all possible outcomes.

Sincerely,

Paul DonLevy

References cited:

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5. Climate Cosmos Team. “12 U.S. Cities Facing Water Shortages by 2030” *Climate Cosmos.* https://climatecosmos.com/climate-news/12-u-s-cities-facing-water-shortages-by-2030/

To:
Mayor, City Council Members, Planing Commissioners, Economic Advisory Committee & City Staff,

From:
Bradley J Blackett, resident - 457 Reflection Road, Apple Valley, MN 55124

I am writing to acknowledge the effort and wish to support the Resolution of Denial on Rockports' Request for Amending the 2040 Comprehensive Plan. I have read the Resolution couple times and referred back to the entirety of the 2040 several times over and over.

My following comment is somewhat - one of confusion.

Because as I read the various chapters beginning with the the Second chapter - "Vision of Apple Valley, followed by chapter 3 - "Community Context", then chapter 4 - "Land Use" and the chapter 6 - Economic Development" … I can't begin to express my astonishment on how often and the frequency which the importance of the expiring Industrial Fisher's Gravel Pit becoming a Mixed-Use Business Campus is mentioned as a focus and one might say a priority for the community's future.

Furthermore how expulsive the intent and future dependency this site to be developed according to the Orchard Place Concept which the city adopted in the 2030 Comp Plan. Redevelopment of the gravel pit became the foundation in the City's Economic Development Extended Strategy Plan having the MUBC as a job creation center. Expanding employment in the community to 19,000 high paying jobs by year 2040.

Thus as I reviewed the "Resolution of Denial" and what Staff provided five points of position the city was taking to justify denying CPA. I realized the points didn't not elaborate on Chapter 6. Lack of job creation potential by renaming the kinds of permitted uses in this district. How CPA goes against decades goal setting and planning.

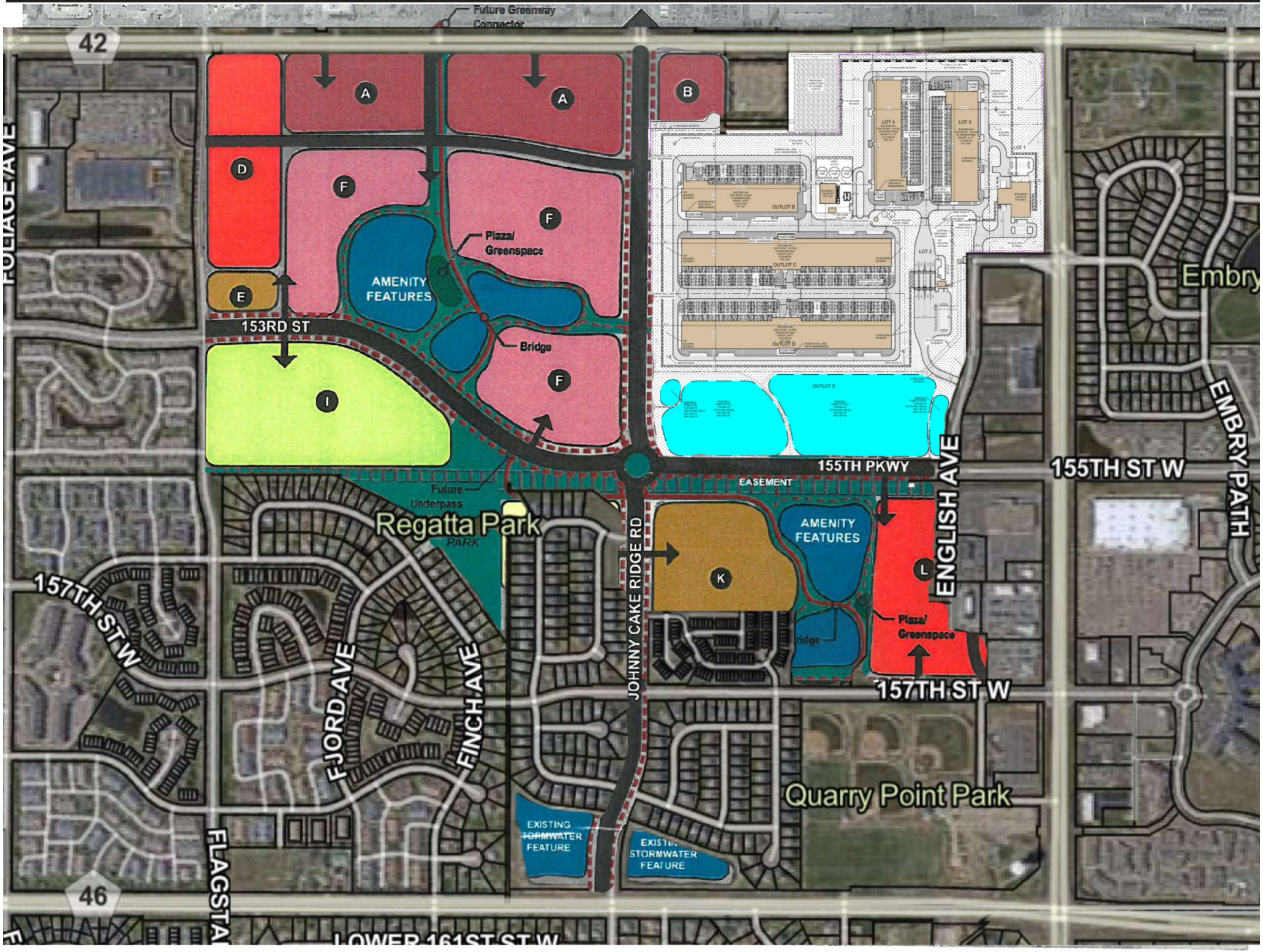
Amending the definition within Mixed-Uses to include in the technology center allowances for larger Industrial Uses such as a Data Center with its enormous consumption of 123.48 acres and 5.8 to 6.8 million sq. ft. wouldn't meet the job creation expected from Business or Medical Campus employment levels.

Far from the Orchard Place Concept Original once placed on - say a Hospital. The Orchard Place Concept suggested that a typical hospital might staff 2.6 employees per 1,000 square feet. Thus, a 50-acre hospital site might support a staff of roughly 1,980 employees. That would be great if similar results would come from the land the Data Center would occupy. At best if a Data Center could require 30 or 60 ongoing jobs , this in no way meets the target goals for job creation set in the 2040 Comp Plan. Additionally. if Rockport gets its way, this one project will consume half of what is left of the available land to generate enough jobs to meet the local employment goals for the residents of Apple Valley.

I have include my own sixth "point of position" for consideration and wordsmithing to fill the void of mentioning the purpose of job creation center for this land use district. I have also assembled a graphic depiction of the two half of what has yet to be reclaimed from the Gravel Operation often referred to as Figure 4.2.

f. Chapter 6, page 2 - Strategic Plan of Action - calls for the city to follow the 2024 Comprehensive Plan's economic development plan specifically to increase the number of jobs that pay well enough to sustain a household. Changes in acreage in the CPA Area would adversely affect the remaining designated MBC acres by jeopardizing their ability to meet the required growth percentage to achieve 19,000 jobs in the City by 2040. The size of each future building on any remaining acres would have to be much larger and taller to accommodate employees within the smaller footprint. Plus, upon completion of the Mixed-Use Business Campus, it would mean fewer employers and larger businesses, helping reach the goal of 25 percent of all jobs in the City being located on the Mixed-Use Business Campus. The proposed Technology Campus and subsequent Data Center installation reduce the present Mixed-Use Business Campus by nearly half.

Figure 4.2 – Orchard Place Concept



Respectfully, Submitted - Bradley J Blackett, Community Volunteer

Website Inquiry Form:

Submitted Time: January 7, 2026 4:40 PM

Contact Information:

Contact Preference:

Email

Phone Number:

Email Address:

[redacted]

Name or Business Name:

Retired

Topic:

City Projects

Sub-Category:

Development Projects

Second Sub-Category:

Request, Issue, or Comment:

Request, Question or Comment:

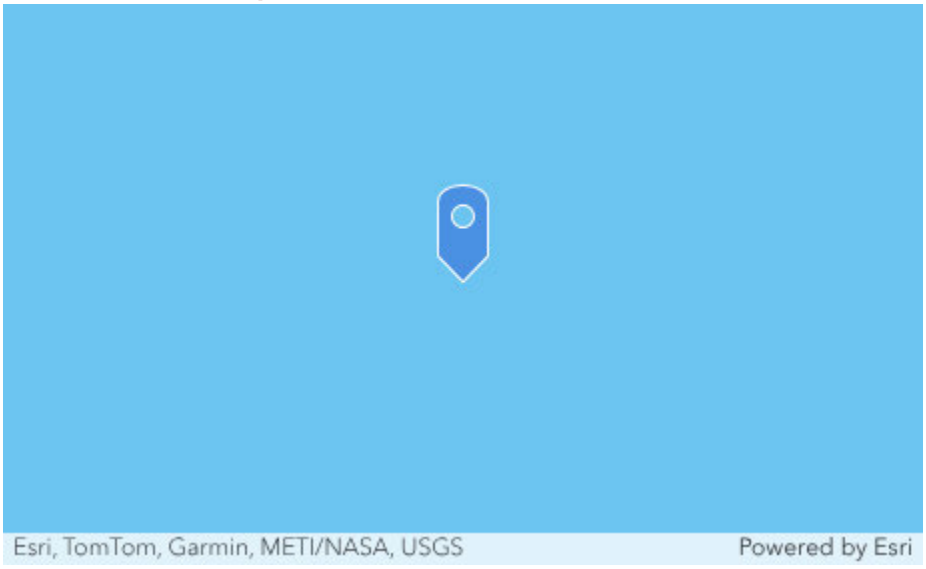
I have been following the news of a proposed Data Center in downtown Apple Valley. I realize Data Centers are in our future, but I do not agree with the location. A downtown area does not seem conducive for this type of business. I'm also

concerned about water and electricity as I understand these facilities require a tremendous amount of both. I understand we have 75 Data Centers in the state, mainly in Minneapolis. I don't understand the need for so many, but at the same time, I am not in that business.

Location Description

Orchard Place

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: [redacted]
Sent: Wednesday, January 7, 2026 12:20 PM
To: Community Development
Subject: Strongly Opposed to Building Data Center in Apple Valley!

> You don't often get email from [redacted]. Learn why this is important

The last thing that Apple Valley needs is a damn data center. It's cons far outweigh any pros. People should be very alarmed at the possibility that this ill-advised project could come to fruition in our city.

There are numerous concerning issues, aside from the noise, there are factors such as resource consumption, neighborhood disruption, and environmental impacts, which include high energy usage, and threats to our aquifers. Data Centers pose risks to our existing aquifers as these centers are water guzzlers which subsequently create high-water stresses.

You Council members have been entrusted with the well being of every man, woman, and child who calls Apple Valley home, as I have done for 34 years. If you allow the data center to be built here, you will have betrayed every citizen you have sworn to look out for, and planted the seeds for the decline, and diminishment of our city.

Douglas Ackerman

Breanna Vincent

From: [redacted]
Sent: Wednesday, January 7, 2026 2:25 PM
To: Community Development
Subject: Vehemently Opposed to Data Center in Apple Valley!

You don't often get email from [redacted]. Learn why this is important

Members of the Apple Valley City Council,

I write in opposition to the building of a Data Center in Apple Valley.

There are only cons to the creation of such a monstrosity, no pros whatsoever.
The billionaires behind the building of these ridiculously detrimental centers claim they bring several benefits to communities. That is a flagrant lie. There are no benefits to be had. I have read extensively about the impact these centers have on cities. They are grim indeed, particularly to the residents, and taxpayers who live in these affected cities.

Please consider the following points:

-Energy grids would be directly affected, necessitating the upgrading of the systems due to the heightened demand. Further, the severely heightened demand for energy taxes a grid to the point that many businesses have no alternative other than to relocate to another city because their businesses are so badly impacted.

-The promised benefits are a farce. Residents, and tax payers of the communities targeted for data centers soon regret having to live alongside them. The lure of job opportunities is greatly exaggerated. Once constructed, the centers only require a few dozen employees.

-The Data Centers and their requisite energy consumptions prove to be environmental catastrophes. Along with grave concerns for a city's aquifers, several other concerns are present. Some cities exempt Data Centers from existing, or proposed environmental protection laws, allowing them carte blanche to pollute as their needs be. The particulate pollutants emitted from a Center's numerous gas turbines, have been shown to increase the hospitalizations for those with respiratory problems, such as asthma.

According to the Minnesota Dept of Health, "Children under the age of 18 living in the 7-county Twin Cities metropolitan area have higher rates of asthma emergency department visits compared to those living outside this area in Greater Minnesota," "Since 2000, there has been a dramatic decrease in asthma hospitalization rates among children under the age of 18 in the 7-county Twin Cities metropolitan area." Living near a Data Center would only compound, and increase the threats to the health of those affected by lung diseases, and cancers.

The deleterious impact on public health cannot be overstated. In terms of their air pollution alone, scientists opine that we can expect an annual increase of asthma cases in the area of 600,000. In terms of premature death, these Centers will be complicit in approximately 1,300 premature deaths.

The data on the water cooling process has shown that it not only increases water pollution, but also poisons the very aquifers people rely on for drinking water.

-These Centers require the utilization, and extraction of minerals that are rare, and difficult to mine without damaging the environment.

-Experts opine that eventually this "data bubble" will burst, the centers will become obsolete, and the cities they have polluted, diminished, and damaged will be responsible for dealing with the empty, abandoned buildings. Again, tax payer dollars will be needed to address the disposition of the monstrosities.

-The government could conceivably utilize the AI to intimidate, and threaten those who are critical of politicians, their policies, or plans, and also be used to track dissidents, and to arrest immigrants.

AI could exacerbate racial injustices, and discrimination as well. Data could be collected that would make it even more difficult for minorities to find housing. Senior citizens could find themselves even easier targets, prey for scammers, and crooks. It would be easier for an employee's every move to be surveilled, even further eroding the concept of personal privacy. Data would allow for the abuses of those of differing ethnicities, religions, etc., and if a group were to be scapegoated, personal data would make it easier for a government to commit genocide. Sound incredible? Possibly, but it is also very true.

-There is a lack of transparency provided to the public. There are incentives for the Centers to be built quickly, and to keep hidden what is being done.

-Those behind the scenes, who own the Centers rely on, and anticipate that they'll be given large tax breaks. To fight them, to discourage their construction, a city should enforce existing tax laws, and refuse to give the much counted on tax breaks.

-As is the case in Warenton, Virginia, when Amazon's large data center was given the green light to build, just last year, every council member who sided with Amazon was voted out. Aspiring, anti-Data Center office holders were then voted in to replace the corrupted, ill-informed councilmen. As citizens, we must hold you, our council members to account. If you allow this data center to be built in our city, it will be a betrayal of every man, woman, and child in Apple Valley, and you should lose your seat on the Council, for you will have failed us!

-Further, I have read that the strain on the energy (electrical) grid could increase the risk of fire in our homes, and/or energy blackouts which could lead to food spoilage. Such a calamity could cause insulin, or other medications needing refrigeration to become unusable.

-The tax breaks given to these Data Centers directly impacts communities. Monies that should go to fund our public schools, libraries, parks, healthcare, and the like, are instead used to compensate and subsidize said tax breaks for Data Centers.

-Residents will also have to subsidize the cost of these energy guzzling Centers through extremely increased home energy bills. It has been estimated by researchers that the consumers will have to cough up billions of dollars to build more power plants, and to upgrade needed infrastructure. Experts also say that the energy used by the Centers will triple in just four years from now.

-In regards to our planet, the Centers will adversely impact any gains we've made in protecting our environment, and reversing climate change. Renewable energy sources could not possibly keep up with the demands made the these Centers. Consequently, the Centers would infinitely increase their carbon footprint because they'd have to rely on dirty fuels, such as coal, or on potentially dangerous sources such as those provided by nuclear facilities, or by pillaging the land by digging even more gas wells. Greenhouse gasses will increase exponentially.

-According to the Minnesota Center for Environmental Advocacy, "The amount of electricity that each of these “hyper-scale” data centers consume can be massive. For example, one proposed data center in Farmington would use as much electricity in a year as the Monticello nuclear power plant produces annually."

Thank you for your time, and your consideration,

Jan Ackerman

Breanna Vincent

From: Jacquelyn Lutz <[redacted]>
Sent: Saturday, January 10, 2026 10:04 AM
To: Community Development
Subject: Oppidan data center

> You don't often get email from [redacted]. Learn why this is important

Dear City Council,

I am an Apple valley resident and I am opposed to the data center proposed by Oppidan to be built in Apple Valley. Data centers have been shown to increase resident electricity costs, waste water, and pollute the surrounding areas. We should not allow one in our community.

Sincerely,

Jacquelyn Lutz
12755 Diamond Path, Apple Valley, MN 55124

Breanna Vincent

From: Barbara Landes <[redacted]>
Sent: Monday, January 12, 2026 2:06 PM
To: Community Development
Subject: Proposed Data Center

You don't often get email from [redacted] Learn why this is important

Honorable Council Members,

I am writing to express my deep concern about the possibility of the City of Apple Valley granting the required permits to allow a Data Center (Technology Park) to be built on the corner of Cty. Rd. 42 and Pilot Knob Road. I have grave concerns about allowing this project to happen.

- My primary concern has always been and continues to be the potentially high demand for water used by a data center, especially during our hot summer months. It was determined by the Planning Commission last April that our city does not have the infrastructure to meet these demands. I imagine the petitioners may have a solution or may offer to subsidize the cost of making the necessary upgrades to our water supply. But, I ask you, knowing that the Data Center creates waste water, is that the conscionable action to take? Please, please put the quality of our environment (current and future) at the top of your list of considerations.
- In the past nine months that this issue was tabled by the planning commission, more and more research has indicated that Data Centers are destructive to their surrounding communities in so many ways. There is the drain on electricity, causing higher utility bills for residents for one.
- Noise pollution created by Data Centers has been gaining more attention for it's detrimental effects to nearby residents lately. The low and high frequency sounds emitted by Data Centers has been linked to many illnesses, and can even lead to depression from the constant droning of noise. Why would you subject Apple Valley residents to this?
- Light pollution has also been known to cause disruption to neighbors of Data Centers. Is it fair to subject people to this blight?
- Another environmental concern is the amount of e-waste that data centers generate. My understanding is that the generators used by a data center are replaced every 20 – 25 years. Servers are also replaced frequently. Due to the lack of state regulations and oversight, much of this obsolete equipment is not recycled for other uses , but ends up in the landfill.
- Currently, Minnesota does not have sufficient state regulations that govern or oversee the building or management of data centers. Without these safeguards in place, who will guarantee that they are run with the least possible impact to our environment?
- Of course the tax incentives proposed by this type of development are attractive to a municipality. But, I have to ask if that gain is worth all of the negatives that a Data Center brings to a community.
- Please remember that the promise of employment is misleading. The construction jobs created are fleeting. Once the project is complete, many of the jobs associated are done remotely. How does that benefit our community?
- I hope you have kept current with the impact that Data Centers are having on communities around the country. I think you would be hard-pressed to find a community that is happy with the detriments that these projects bring. If you need more information, please consult the Coalition for Responsible Data Center Development. They have a wealth of current information about effects of data centers all across our country. Please take some time to review their information.
- Lastly, I implore you to reject this project. As a 37 year resident of Apple Valley, I have always been proud of our responsible city development. Green space has been given top priority as it contributes to keeping this a livable community.

Let me leave you with this final thought: just because something *can* be done, does that mean it *should* be done? Please search your conscience and give the points I've mentioned serious consideration as you approach this decision. Thank you.

Respectfully,

Barbara Landes

14398 Embassy Way

Breanna Vincent

From: Deb Ho-Beckstrom <[redacted]>
Sent: Thursday, January 15, 2026 3:26 PM
To: Community Development
Subject: Data Center

> You don't often get email from [redacted]. Learn why this is important

I object to the proposed Data Center and believe there should be no tax incentive for this type of business.

Deborah Ho-Beckstrom
13468 Huron Ct.
Apple Valley, MN 55124

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Breanna Vincent

From: Jayme Hammond <[redacted]>
Sent: Friday, January 16, 2026 10:39 AM
To: Community Development
Subject: The proposed Apple Valley Technology Park

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from [redacted]. Learn why this is important

Hello,

My name is Jayme Hammond and I am a resident of Apple Valley, Minnesota. I would like to voice my opposition to the development of a data center at the location of the VR, Inc. sand and gravel mining site. Every day, reports are coming out about the environmental harm data centers cause to the groundwater quality and supply with little to no benefit to the communities they inhabit.

Dakota County is currently conducting a thorough and extensive investigation of contamination in our water supply and the health of our aquifers. As their results show, Dakota County's drinking water supply has been impacted by PFAS and the Ag industry. If a data center is allowed to be constructed in Apple Valley, the sudden influx in water usage could be detrimental to our water quality by drawing in more contamination from surrounding areas.

Please reconsider approving the zoning for this development. It would not be beneficial for the residents!

Jayme and Jordan Hammond
12559 Dorchester Trl, Apple Valley, MN 55124

RUSTY FIFIELD

13283 FERRIS AVENUE, APPLE VALLEY | [redacted] | [redacted]

January 16, 2026

Mayor Hooppaw and Members of the City Council
City Administrator Lawell
City of Apple Valley
7100 147th St. W
Apple Valley, MN 55124

RE: Proposed Technology Park

Mayor Hooppaw and City Council:

Thank you for the opportunity to offer my comments on proposed technology park (data centers). I apologize for not engaging earlier in the planning process. I have been enjoying retirement away from a lifetime of municipal issues. This matter, however, merits my attention.

This letter is not intended to be an assessment of the proposed development. I am not an expert on the community development implications of data centers. I have only reviewed a portion of thel background information on the proposed technology park. The comments in this letter reflect my understanding of the project and my experience. I have lived in Apple Valley for most of the past 43 years. During that time, I worked as a consultant to more than 100 Minnesota cities on a wide range of planning, financial and economic development projects. I was the lead consultant and primary author of the Apple Valley 2030 Comprehensive Plan update. More recently, I worked on economic development projects in the City as part of your financial advisor team. My goal has always been to provide the City Council and Staff with objective and relevant guidance for making decisions. I have written this letter with that: goal in mind.

Land Use

The proposed development area has long been recognized as a key to Apple Valley's future. It is the last large tract of land available for significant non-residential development. The Orchard Place Concept Plan in the 2040 Comprehensive Plan shows this area as a distinctive mix of medical, corporate campus, office, industrial and retail uses combined with a strong set of amenities. While the proposed technology park falls short of the vision in the Comp Plan, the proposed use seems to be consistent with the overall of the Plan for his area. In my mind, comparing the proposed development with the Comprehensive Plan does not offer the City Council clear guidance on the merits of the technology park. We all understand that these plans must adapt through future economic and market forces. The more pertinent question is "Is the proposed technology park in the best interest in the City?"

Several factors frame the potential benefit to Apple Valley:

- Employment. Does the project produce employment opportunities for Apple Valley residents or otherwise help the City meet Metropolitan Council job growth targets? I have not been able to find projected employment created by the data centers, but my experience suggests that employment benefits will be less than other alternative uses of this property. Given the specific nature of the work performed in data centers, it is difficult to know if any of the new jobs can be filled locally.
- Tax Base. Does the proposed development expand the property tax base of the city? Much like employment, this development seems likely to produce the smallest amount of new tax base in comparison with other potential development alternatives.

- Economic Development. Does the proposed development create opportunities to attract other businesses to Apple Valley? I have limited direct experience with data centers, but the self-contained nature of a data center suggests that there is little spinoff development opportunity.
- Alternative Uses. The forces that shape the potential for the development of the mining area have changed significantly since the drafting of the 2040 Comprehensive Plan update. The COVID pandemic fundamentally changed the parameters for office development. We are just starting to see how AI affects business development. The current economic environment increases the difficulty on light industrial development. All these factors point to the opportunity to revisit the vision for the area. The development south of 155th Street illustrates the possibilities for the technology park area. The southern portion of the mining area contains a mix of good, services, housing and public space that directly benefit the community. It seems reasonable to assume that the demand for similar development would continue north if given the opportunity.
  Is part of the rationale for the technology park questions about viability of the vision in the Comprehensive Plan? If so, then the City should investigate other viable mixed-use concepts for this area. The results of this investigation should provide a specific alternative to compare with the proposed technology park. The contrast provided by an alternative development concept for this area could clarify the pros and cons of the technology park proposal.
- Other Benefits. Do the data centers create other benefits for the community?

Given the significance of this site, I hope the City is confident that the technology park is the best use of this property and the project directly benefits Apple Valley.

Water Supply

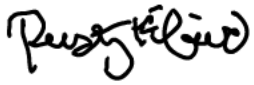
My initial review of available information shows precious little guidance on the impacts to long-term water supply. The environmental documents and engineering studies focus largely on the ability of the City to provide sufficient distribution systems, wells, and treatment plant capacity to meet the needs of the project. Impact on the water supply has received less attention in these documents. The impact on the availability of drinkable water is an issue important to every resident of Apple Valley. While the Jordan/Prairie du Chien aquifer is an excellent water source, the supply of water is not unlimited. Consideration of the water supply implications cannot be made in isolation. The technology park is one of several significant new developments (the data center in Rosemount and the water bottling facility in Elko New Market) drawing water from the same source. The water supply is a regional asset. I encourage the City Council to determine if existing information clearly demonstrates that water consumption of data centers are compatible with the long-term water supply needs of the City and its neighbors. This project should not be approved unless you can make that finding. The future cost of correcting water supply problems created by this project will fall to all customers of the Apple Valley water utility with impacts spreading across the region.

Financial Impacts

The City of Apple Valley currently uses a water conservation structure for its water utility rights. This means that the cost of water increases with consumption. Given the amount of water required by the proposed facilities, it seems likely that a reduction in water rates will be sought by the data centers. Such a change in rates raises two concerns. First, this reduction conflicts with the water conservation objectives of the City and State Law. More importantly, a reduction in rates for the data centers means a reduction in overall revenue to the City. It is important to know if the revenue generated from these facilities is sufficient to pay for all the associated costs. Engineering studies examine the physical capacity of the water system, but not the financial implications. The high water demand from the data centers will require capital expenditures for wells, storage, treatment and distribution. In addition, there is a direct cost of obtaining, treating and distributing water to the data centers. The high demand may shorten the useful life of some capital equipment, accelerating the need for future improvements. Does the revenue produced by the data centers cover these costs? All revenue shortfalls from the data centers will be covered by all other water users. Other water customers should not subsidize these facilities.

Conclusion

Again, thank you for the opportunity to share my thoughts on this project. Ideally, all my questions have already been asked and answered. If not, I hope this letter helps you frame issues to address in deciding how to proceed. Best wishes and good luck as you move forward.



Rusty Fifield

Breanna Vincent

From: Jim Durnin [redacted]
Sent: Sunday, January 18, 2026 1:41 PM
To: Community Development
Subject: Planned Data Center

> You don't often get email from [redacted] Learn why this is important

Dear City Council Members,

I am writing to voice my opinion regarding the proposed opening of a data center in Apple Valley, and document the fact that I'm very strongly against it.

Thank you,

James E. Durnin
15822 Freedom Lane
Apple Valley, MN 55124

Breanna Vincent

From: Jon Peschman <[redacted]>
Sent: Sunday, January 18, 2026 9:24 PM
To: Community Development
Cc: 4 John Peschman
Subject: Vote No On The Data Center

You don't often get email from [redacted]. Learn why this is important

To the Apple Valley City Council 1-18-26

I am submitting my opposition to the proposed application to amend the 2040 Comp plan to allow the building of a Data Center.

There has been controversy surrounding Data Centers In Minnesota, Wisconsin, Michigan and other states. It's not hard to find heavy opposition for several reasons. I'll focus on 4.

1) Secrecy through NDA's (Non-disclosure Agreements) have kept citizens in the dark about negative impacts to communities and hide the realities of other impacts that are not disclosed. Lack of transparency is not a government that works for its citizens.
2) Data Centers generally are large consumers of resources like water and energy. Infrastructure for this Data center, as indicated by the Planning Commission, is not adequate at this location. It is widely reported in other states, that the burden of increased costs for infrastructure, particularly energy, is borne by the residents of a city, unjustly. Water usage can be and likely will be massive. What is the amount of water that would be allowed to be extracted and how will the Data Center be held to account? What punitive deterrents (shutting down a data center vs a simple fine) would be employed? Our city is battling PFAS and water use for citizens should come first above all else.
3) From the state: The tax advantages that the state provides to Data Centers will not benefit Apple Valley. If anything those tax benefits were written during a time when those businesses were not as robust as what we now see being built. The state has not implemented what I would consider environmentally responsible guard rails either. The 3M environmental catastrophe affecting our water is hindsight now. The scrutiny of Data Centers environmental/community impacts should be top of mind. The PFAS problem should be a lesson learned.
4) Jobs. Boom and bust projects do not provide security and stability. While short term construction jobs are touted, the long-term employment gain for the residents and city will be minimal. In fact, I wonder how many jobs will be guaranteed, exact nature of the jobs and what is the expected tax revenues from those jobs?

We already have an industrial zone on Cty Rd 42 with the Magellan Pipeline storage facility. Do we really see the benefits of adding another barbed wire surrounded storage facility that is

extractive of our resources, potentially running generators constantly to supplant its energy requirements? I do not see the benefits to the city and our residents in allowing this Data Center to be approved.

Thank you,

John Peschman

1104 Whitney Dr

[redacted]

Member- Apple Valley Eco Advocates
Dakota County Recycling Ambassador
Church of the Risen Savior: Social Justice Committee Member

Breanna Vincent

From: Carol Borden <[redacted]>
Sent: Monday, January 19, 2026 2:33 PM
To: Community Development
Subject: Vote No on Data Center

You don't often get email from [redacted]. Learn why this is important

Dear Mayor and Council Members,

This is a letter in opposition to the proposed AI data center in Apple Valley. Here are the issues that make a data center problematic in the short run and perhaps very detrimental to the health and wellbeing of our children, grandchildren and great-grandchildren:

Data centers require huge amounts of water for cooling equipment. As our climate changes, it is becoming evident that our aquifers are not regenerating. The amount of rain and snowfall is decreasing from past decades, and our climate may become even more arid in the future. The proposed data centers' water requirements will waste water resources which may leave the citizens of Apple Valley with no safe drinking water.

How will heated and polluted cooling water, required by the data center be monitored and managed? This will be another burden on our children and grandchildren, unless the corporation has a fail-safe plan in place to keep our water clean.

Data centers require huge amounts of electricity, another demand on our environmental resources where the burden of the cost would be borne by the citizens of Apple Valley rather than the corporation.

Data centers run equipment that is very noisy. The noise does not subside, day or night. The citizens of Apple Valley nearest to the data center would hear the drone of the equipment 24-7 which may lead to residents vacating nearby housing.

Once data centers are built, very few employees are required to operate them. Few jobs would be created, and very little buying power from wages earned. And yet, the corporation will likely be offered tax incentives but will ultimately bring little to the economy of Apple Valley.

There are so many unknowns related to the proposed data center, but one thing is certain. That is that the citizens of Apple Valley will be here for the long run to suffer from ill effects and will carry the burden of fixing the [huge] problems created. Our children and grandchildren deserve better.

Thank you for allowing me to weigh in on this matter.

Carol Borden

15732 Griffon Ct

Apple Valley
Cell [redacted]

Breanna Vincent

From: lynn baumert [redacted]
Sent: Tuesday, January 20, 2026 3:52 AM
To: Community Development
Subject: Data Center

You don't often get email from [redacted] Learn why this is important

Apple Valley should lend its voice to the Minnesota communities questioning the need to accommodate all the demands of the proposed data center. Too many questions about power usage and water remain. The job creation touted does not include head-of-household jobs. Dakota County is looking to the future with the Global Expo 2031. Spring Lake Park Reserve is mentioned as a site for the event. Is there any way Apple Valley could plug into this effort and locate some or similar events on this land the data center wants?

Lynn Baumert

Breanna Vincent

From: Mary Heath <[redacted]>
Sent: Tuesday, January 20, 2026 10:09 AM
To: Community Development
Subject: FW: Data center

You don't often get email from [redacted]. Learn why this is important

Sent from my Galaxy

-------- Original message --------
From: Mary Heath <[redacted]>
Date: 1/20/26 10:04 AM (GMT-06:00)
To: commdev@applevalleymn.gov
Subject: FW: Data center

Sent from my Galaxy

-------- Original message --------
From: Mary Heath <[redacted]>
Date: 1/19/26 9:43 AM (GMT-06:00)
To: commdev@applevalleymn.com.gov
Subject: Data center

I have lived in Apple Valley for 46 years and I am so upset about this Data Center. I live on 157th st and Flackwood Ave. So this would be very close to my home. I vote totally against this. Please for once listen to us who pay the taxes in this community. Because of weather I can't attend the meeting, and at 4:30 is when most of citizens are at work....how smart to set time when most can't attend. This land could be used for many other ideas that would benefit our community. I VOTE ABSOLUTELY NO.

Sent from my Galaxy

Breanna Vincent

From: Deanna Boekhoff <[redacted]>
Sent: Tuesday, January 20, 2026 10:22 AM
To: Community Development
Subject: AV data center

> You don't often get email from [redacted]. Learn why this is important

Hello,
I am strongly opposed to allowing the data center to be built in Apple Valley. I live right next to this area and have many questions and worries.
I am concerned about the amount of electricity and water this facility will use, and how that will affect Apple Valley residents and businesses. Can our current grid handle this without causing outages? Will the data center use water for cooling? If so, will it impact the water pressure and/or the amount of water allowed for everyone else? Will this impact the price of our water and electrical bills? Will this impact our taxes? How much pollution will be released by this facility? What would the noise level be? Will this provide any permanent local jobs? What is the long-term economic benefit to residents?
The current trajectory of the area has been wonderful – we love the new walking/bike trails, along with the new restaurants and stores. We are very excited for Skyline. This data center would diminish the quality of life and appeal of the area.
Not only do I worry that the data center could negatively affect the residents and business in Apple Valley, but I feel that this land could be used for many better purposes.
I strongly urge you to consider these concerns and do not approve this proposal.

Thank you,
Deanna Boekhoff
5924 158th St W
Apple Valley, MN 55124

Website Inquiry Form:

Submitted Time: January 20, 2026 12:20 AM

Contact Information:

Contact Preference:

No follow up needed

Phone Number:

Email Address:

Name or Business Name:

Cathy Heuer

Topic:

City Projects

Sub-Category:

Development Projects

Second Sub-Category:

Request, Issue, or Comment:

Request, Question or Comment:

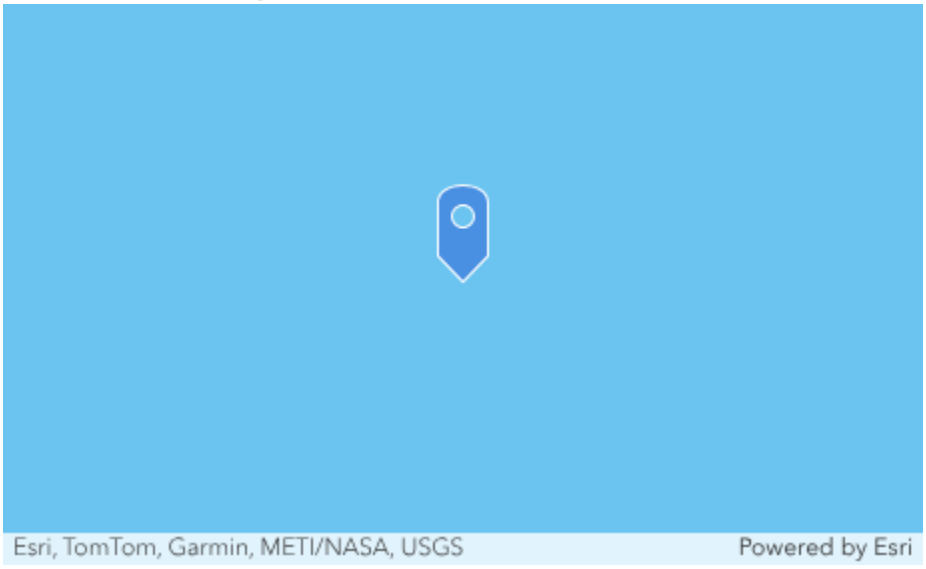
Proposed AV data center
I request the Apple Valley City Council vote to deny the amendment of the 2040 Comp plan to prevent the hyperspace data center from being built. I am

concerned about water supply and water treatment as well as the costs for upgrades to the infrastructure servicing Orchard Place. Previous experience as shown that the hefty public subsidies provided do not result in significant job opportunities.

Location Description

Orchard Place Apple Valley MN

Issue Location (optional):



Add a Photo:

Website Inquiry Form:

Submitted Time: January 22, 2026 12:12 AM

Contact Information:

Contact Preference:

No follow up needed

Phone Number:

Email Address:

Name or Business Name:

Mary Storkan

Topic:

City Projects

Sub-Category:

Development Projects

Second Sub-Category:

Request, Issue, or Comment:

Request, Question or Comment:

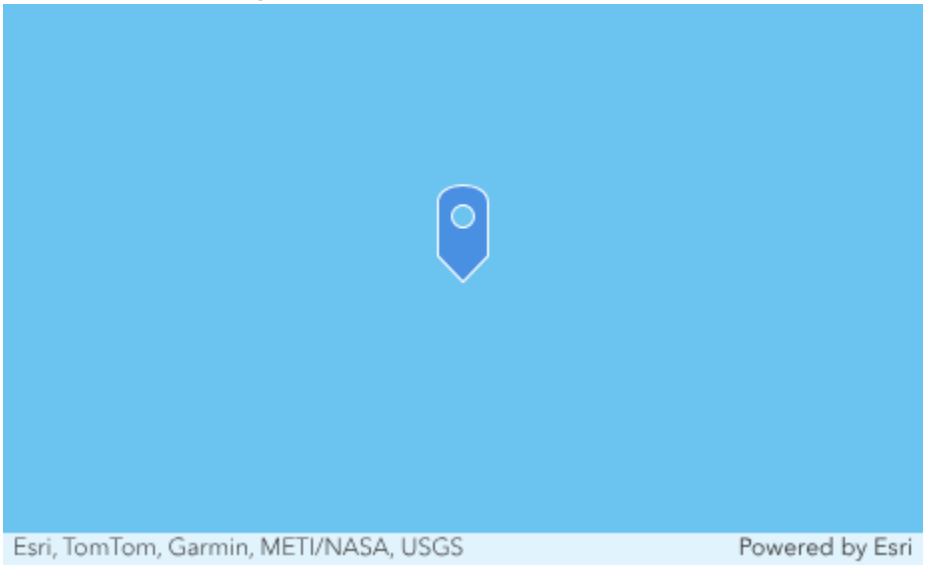
I urge the AV City Council to vote NO regarding a request to change the 2040 Comp Plan that would allow MUBC and open the way for the building of a data center on the Orchard Place parcel. Water supply and treatment should be a

major concern if a data center is built there and the longer term impact on the surrounding community could be substantial. We need to learn more about the impact of these projects before rushing them through. Please deny the request to change the zoning.
Respectfully submitted,
Mary Storkan
6388 134th St. W

Location Description

Orchard Place Parcel change to Comprehensive Plan request

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: Michael Costley <[redacted]>
Sent: Sunday, January 25, 2026 7:45 AM
To: Community Development
Subject: Proposed data center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

We live at 14228 Freeport Trail just north of proposed data center. We are against the use of that parcel of land for this use. This strip of land should be used for retail business not a data center that doesn't serve the community. We also have a shortage of housing and that location is a premium for future development. I wonder if this is really the best use of what remaining land we have available in Apple Valley. I have concerns with electricity costs to our community. Any noise and other unintended consequences to the community.

Thanks,
Mike Costley
Sent from my iPhone

Breanna Vincent

From: Kakie Fitzsimmons <[redacted]>
Sent: Monday, January 26, 2026 10:35 PM
To: Community Development
Subject: Public Comment – Environmental and Property Value Concerns Regarding Proposed Data Center

You don't often get email from [redacted]. Learn why this is important

Dear Mayor and City Council Members,

I am submitting this comment ahead of the public input deadline to formally express my concerns regarding the proposed data center development.

While I understand the economic and technological arguments often made in support of large data center projects, I am concerned that the environmental and residential impacts of this proposal have not been sufficiently addressed—particularly given the historical context of the land in this region.

Specifically, my concerns include:

• Land contamination and soil disturbance
The proposed development area sits within a region historically associated with military and industrial activity, including former artillery production and testing. Even where land has been remediated, large-scale excavation, deep foundations, fuel storage, and utility trenching can disturb legacy contaminants and reintroduce environmental risk. I am concerned that additional industrial development could mobilize contaminants that were previously contained.

• Drinking water and groundwater protection
Large data centers are water-intensive facilities. In an area with known historical groundwater contamination and ongoing monitoring, increased groundwater draw and altered stormwater runoff deserve heightened scrutiny. Drinking water should be treated as a protected resource, not an assumed surplus.

• Impact on nearby homeowners and property values
Proximity to large industrial facilities—particularly on or near historically contaminated land—can negatively affect property values through increased noise, visual impacts, traffic, and perceived environmental risk. Even the perception of increased risk can affect resale value and homeowner equity.

I am requesting that, before any approvals are granted, the City ensure:

1. Independent environmental review that explicitly considers historical contamination and cumulative risk
2. Clear public disclosure—in plain language—of contamination history, monitoring plans, and long-term liability
3. Specific safeguards to protect groundwater and surrounding residential areas
4. Consideration of potential property value impacts, not just projected tax revenue

This comment is not an objection to technology or economic development. It is a request for transparency, caution, and responsible stewardship—especially when decisions made today could have long-term environmental and financial consequences for residents.

Thank you for considering this input as part of the public record.

Respectfully,
K Fitzsimmons

Apple Valley Resident

Yahoo Mail: Search, Organize, Conquer

Breanna Vincent

From: LAURIE HALL <[redacted]>
Sent: Monday, February 9, 2026 3:46 PM
To: Community Development
Subject: Data Center

> You don't often get email from [redacted]. Learn why this is important

Please vote no for a data center in Apple Valley. Please protect our resources and way of life. I sure there are much better uses for this property.

Thank you

Larry and Laurie Hall
823 Fireside Drive
Apple Valley, MN

Breanna Vincent

From: Evan Herland <[redacted]>
Sent: Thursday, February 26, 2026 8:58 AM
To: Community Development
Subject: Proposed Data Center

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,

I am writing as a concerned resident of Apple Valley who have spent my entire life here. I firmly request that the proposed data center be fully and publicly denied and to no longer be in a waiting period. It is extremely harmful to their environment and Oppidan's proposed jobs will never materialize. We have seen this all across Europe and America that all the promises rarely come to pass.

Stand up and tell all big tech companies that our water and city are not available to be destroyed for their profits.

Thank you,

Evan Herland

Breanna Vincent

From: Talla Anderson <[redacted]>
Sent: Monday, March 2, 2026 2:28 PM
To: Community Development
Subject: Data Center Comments

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hi there,

My husband and I are nearing 10 years as Apple Valley residents. We are unable to attend the public meeting on the proposed data center/technology park but want to express our opposition to the project. We feel strongly that even with the notes on having sufficient water and electricity, that will not be the case and we will see increased costs and/or deteriorated reliability of those utilities.

Thank you,
Talla Anderson
8283 131st St W

Breanna Vincent

From: Lisa Johnson <[redacted]>
Sent: Tuesday, March 10, 2026 1:42 PM
To: Community Development
Subject: Data Center Concerns and Response

You don't often get email from [redacted] Learn why this is important

To the Apple Valley Planning and Development Team,

My name is Lisa Johnson, the owner of Johnson Spinal Care in Apple Valley, and also the owner of the two buildings in which my clinic is located on Energy Way. We have been part of the Apple Valley/Rosemount community since 1985. Our clinic is within the 350-foot radius identified for the proposed data park site, so we're extremely close to where this project would be built.

When my husband and I purchased the building to relocate our Rosemount clinic, we reviewed the comprehensive / land use plan for the area. It was slated for medical and office use. Our clinic being across the street from this was a perfect fit. Obviously, this land use change and data center negatively impacts us, our employees, and our patients.

Considering such a drastic change in the land use does not seem to fit Apple Valley's plans that have been laid out over the years. Putting a data center on the main east-west corridor of County Road 42 has contradictions when comparing it to Apple Valley's and the Twin Cities plans and statements.

Apple Valley Comprehensive Plan Keys
Key 2, A Great Place to Live
Key 3 Business Oriented
Key 4 Safe
Key 12 A Community for a Lifetime, and probably some of the others.
I am quite sure that if you asked the homes that are near the proposed data park, that they would highly agree that it does not fit these Keys.

The Regional Planning Designation in the Twin Cities regional plan, Thrive MSP 2040
States that Apple Valley is designated as a suburban community.

Apple Valley's Property Value Trend
States that sustaining and growing property values is a key outcome of urban planning.

The 2030 Land Use Plan
Guided most of the acreage in question as a Mixed Business Campus. The area was intended to be a high-quality setting for general office, corporate office, etc. The City also has a strong desire to attract health facilities with related offices and clinics to this location.

Employment Areas

The 2030 Comprehensive Plan Update, had two key objectives of Land Use Plan which were to provide sufficient acreage for employers and connect more Apple Valley residents to jobs within the City. The City targets household supporting employment. The area in question was guided for this purpose.

Other issues are power, noise, emissions, or infrastructure strain. Other communities in our state and other parts of the country also have experienced issues:

- Increased electrical demand and higher utility costs near data centers.
- Air-quality issues from diesel generator testing causing respiratory irritation.
- Significant water usage affecting local rates and supply.
- Noise and lighting impacts affecting nearby businesses and residents.

Direct impact on Johnson Spinal Care

There are also many other concerns with regards to the type of professional, healing environment that we have built over the last 40 years, and how having a data center across the street negatively effects the hard work that we have done to build this type of care, service and experience for our patients and employees.

Direct impact on Property Values

Property values will definitely drop for any business or homes that are nearby. That puts me, a new widow in a difficult financial situation for my retirement as I am relying on my property to be a quality rental location, or building to sell at some point.

Given the potential for adverse effects on patient experience, business operations, and public health, I respectfully request:

- First, a vote to deny this use for the property and follow the long-term plans that have been laid out.
- A full Environmental Impact Assessment (EIA) before permits are approved.
- A detailed electrical grid capacity study, specifically addressing how the data park will impact Apple Valley's existing infrastructure.
- Requirements for noise and vibration mitigation, including maximum allowable decibel levels.
- Air-quality monitoring, particularly during generator testing cycles.
- A setback requirement greater than 350 ft for healthcare facilities.
- Regular community communication and transparent reporting from the developer.

I support responsible growth in Apple Valley — I just want to make sure it doesn't negatively impact the environment and the placement of this data center. I am struggling with putting it next to hundreds of homes and businesses. There has to be other land such as an industrial park or farm land, if the project should even be in Apple Valley.

Thank you so much for your time and consideration.

Sincerely,

Lisa Johnson

Johnson
SPINAL CARE

e. [redacted]

w. johnsonspinalcare.com
p. [redacted]

 Secured by Paubox - HITRUST certified

March 6, 2026

Apple Valley, Minnesota Planning Commission

Re: Proposed Data Center, on or near the intersection of Pilot Knob Road and County Road 42

Commissioners,

I am writing to express my views on the proposed data center to be reviewed and discussed on the 18 March 2026 meeting agenda.

The City of Apple Valley is primarily a bedroom community, and I generally strongly support and welcome new businesses in our city.

- New businesses provide needed employment opportunities for our citizens.
- New businesses attract shoppers and visitors.
- New businesses support our growing tax base roles.
- New businesses help to keep our money local.

These are all wonderful positives for our city and community members.

In April 2024, I personally contacted the CEO of Mayo Clinic. I suggested an opportunity for their organization to consider building a clinic campus on or near the intersection of Pilot Knob Road and County Road 42. Their written response was shared with the City of Apple Valley Assistant Administrator. This would have been a wonderful and positive addition to our city.

When I think about a proposed data center coming into our community, compared to other types of businesses, there are many missing positives.

- The data center has a minimal number of new jobs.
- The data center will not draw in shoppers, visitors, or tourists.
- Data centers require a copious amount of electrical power to operate. The excessive power needs will require utilities to build additional generating capacity (or purchase power on the spot market) to meet this 24/7 demand. These will be **new pass-through costs** paid by existing customers to **subsidize** a data center. This means raising electrical rates.
- Data centers consume massive amounts of clean, fresh water. Our residential water bills are expensive now, without competing with a data center. Additionally, the City of Apple Valley's water pressure has never been very strong.
- Data centers produce noise. This facility would be very near surrounding households and businesses. They produce a steady (baseline) hum that is heard at a significant distance away. When operating, the backup generators will be heard for many thousands of feet away.
- It will not be a quiet neighbor.

A data center located in the City of Apple Valley is not a good fit.

For the above reasons, I oppose the approval or building of any data center in our city.

I request that the commission deny this application.

Respectfully,

Gerald Brown
12795 Durham Way
Apple Valley, MN 55124-8664

Breanna Vincent

From: Clark Whiting <[redacted]>
Sent: Monday, March 16, 2026 11:20 AM
To: Community Development
Subject: AV Data Center Plan and the water quality problems

You don't often get email from [redacted]. Learn why this is important

I know from my experience with the South Carolina Water Resources Commission studying the effects of ground water by golf course water use that any significant increase in overall usage can create larger ground water pollution problems. Even if the data center is built and uses a shallower aquifer the overall effect will still cause the water usage layer to draw more from the surrounding environment potentially creating a worse PFAS problem than we have now. Everything is connected, even if it seems separate.

When they do the water quality study for the PFAS remediation they should include the added water use of this data center proposal.

This is, of course, above and beyond all of the other legitimate complaints about this plan.

Regards,

Clark R Whiting
15647 Duck Crossing Way, AV

Breanna Vincent

From: [redacted]
Sent: Tuesday, March 17, 2026 1:41 PM
To: Community Development
Subject: Strongly Oppose Land for Data Center in Apple Valley!

You don't often get email from [redacted] Learn why this is important

It is my understanding that at today's council meeting, land that could potentially be used for a data center will once again be on the agenda.

I am vehemently opposed to the Apple Valley Technology Park (Data Center) Project - Oppidan Development, and writing to speak against the ceding, leasing, or sale of any land in Apple Valley that could be used in this manner!

The billionaires behind the building of these ridiculously detrimental centers claim they bring several benefits to communities. That is a flagrant lie. There are no benefits to be had. I have read extensively about impact these centers have on cities. They are grim indeed, particularly to the residents, and taxpayers who live in these affected cities.

-Please consider the following points:

-Energy grids would be directly affected, necessitating the upgrading of the systems due to the heightened demand. Further, the severely heightened demand for energy taxes a grid to the point that many businesses have no alternative other than to relocate to another city.

-The promised benefits are a farce. Residents, and tax payers of the communities targeted for data centers soon regret having to live alongside them. The lure of job opportunities is greatly exaggerated. Once constructed, the centers only require a few dozen employees.

-The Data Centers and their requisite energy consumptions prove to be environmental catastrophes. Along with grave concerns for a city's aquifers, several other concerns are present. Some cities exempt Data Centers from existing, or proposed environmental protection laws, allowing them carte blanche to pollute as their needs be. The particulate pollutants emitted from a Center's numerous gas turbines, have been shown to increase the hospitalizations for those with respiratory problems, such as asthma.

According to the Minnesota Dept of Health, "Children under the age of 18 living in the 7-county Twin Cities metropolitan area have higher rates of asthma emergency department visits compared to those living outside this area in Greater Minnesota," "Since 2000, there has been a dramatic decrease in asthma hospitalization rates among children under the age of 18 in the 7-county Twin Cities metropolitan area." Living near a Data Center would only compound the threats to the health of those affected by lung diseases.

The data on the water cooling process has shown that it not only increases water pollution, but also poisons the very aquifers people rely on for drinking water.

These Centers require the utilization, and extraction of minerals that are rare, and difficult to mine without damaging the environment.

-Experts opine that eventually this "data bubble" will burst, the centers will become obsolete, and the cities they have polluted, diminished, and damaged will be responsible for dealing with the empty, abandoned buildings. Again, tax payer dollars will be needed to address the disposition of the monstrosities.

-The government could conceivably utilize the AI to intimidate, and threaten those who are critical of politicians, their policies, or plans, and also to track dissidents, and to arrest immigrants.

-There is a lack of transparency provided to the public. There are incentives for the Centers to be built quickly, and to keep hidden what is being done.

-Those behind the scenes, who own the Centers rely on, and anticipate that they'll be given large tax breaks. To fight them, to discourage their construction, a city should enforce existing tax laws, and refuse to give the counted on tax breaks.

-As is the case in Warenton, Virginia, when Amazon's large data center was given the green light to build, just last year, every council member who sided with Amazon was voted out. Aspiring office holders were then voted in to replace the corrupted councilmen. We must hold our council members to account. If you allow this data center to be built in our city, it will be a betrayal of every man, woman, and child in Apple Valley.

I thank you for your time, and consideration,

Janet Ackerman

Website Inquiry Form:

Submitted Time: March 19, 2026 12:44 PM

Contact Information:

Contact Preference:

Email

Phone Number:

Email Address:

[redacted]

Name or Business Name:

Michele Hake

Topic:

City Projects

Sub-Category:

Development Projects

Second Sub-Category:

Request, Issue, or Comment:

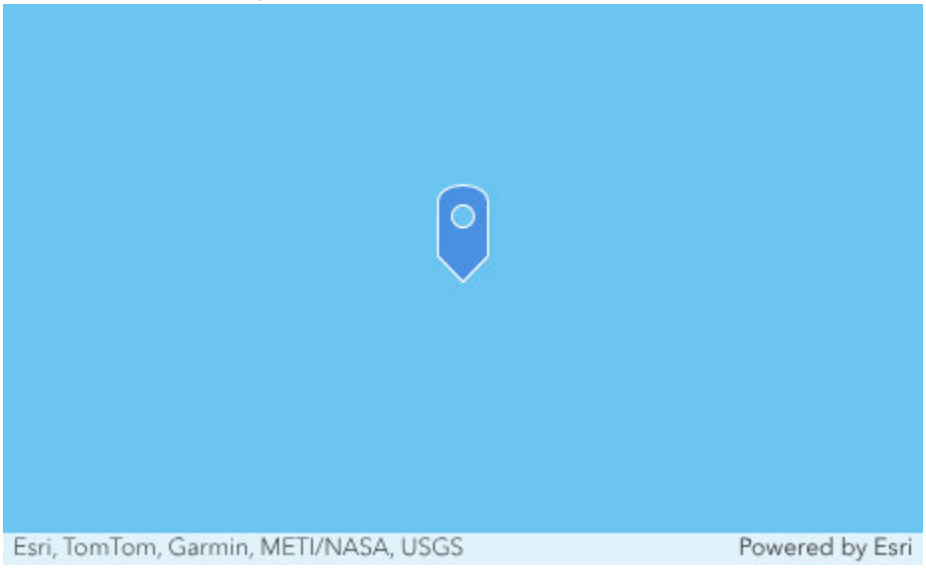
Request, Question or Comment:

To the Mayor and City Council: As a 13 year resident of Apple Valley, I strongly oppose any data center in Apple Valley. (I support a federal proposal to put all data centers on hold until more research can be done re AI.) We do not need a

data center in the middle of Apple Valley - that is highly inappropriate for a family centered community. In addition, there are many concerns about the resources that would be used which have not been thoroughly researched.

Location Description

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: [redacted]
Sent: Wednesday, March 18, 2026 5:20 PM
To: Community Development
Subject: Data Center

You don't often get email from [redacted]. Learn why this is important

Dear city of Apple Valley,

My name is Kathy Pritchard and I live at 15703 Crystal Path, Rosemount.

I would like for you to add my input about the data center proposal.

The state of Minnesota creates Minnesota State Statutes and rules for very valid reasons, and while I am not against data centers completely, I strongly feel the data center development should be done in a responsible way.

I would like to say that the city and the data center is in violation of Minnesota State Statute section 15.99, section 462.358, subdivision 3b or 473.175, or chapter 505.

There are reasons these statutes were created in the first place, and since the timeframe has obviously expired, let's do it over again the correct and responsible way.

I would like to see the data center reapply for the conditional use permit again the correct way, not extending an original permit that is well over a year going on two years past expiration. (February 2024)

An environmental review should also be done, again.

It is time for a do-over.

The state statutes that I quoted you also state that any extensions should be in writing about the reasons an extension is needed, and also state that motions should have been filed.

I have looked over very extensive documentation and I have seen zero written extension fillings.

I have read "quotes" that extensions were requested due to many complications, but I have seen zero written extensions, approved or not approved.

I should see all of the written extensions in accordance to these state statutes listed above, and these "so-called" extensions should be listed on the cities website for all residents to see to show transparency.

Or better yet, do it over again and quit playing with extensions in the first place.

Thank you, Kathy Pritchard

Breanna Vincent

From: Clark Whiting <[redacted]>
Sent: Monday, March 16, 2026 11:20 AM
To: Community Development
Subject: AV Data Center Plan and the water quality problems

You don't often get email from [redacted]. Learn why this is important

I know from my experience with the South Carolina Water Resources Commission studying the effects of ground water by golf course water use that any significant increase in overall usage can create larger ground water pollution problems. Even if the data center is built and uses a shallower aquifer the overall effect will still cause the water usage layer to draw more from the surrounding environment potentially creating a worse PFAS problem than we have now. Everything is connected, even if it seems separate.

When they do the water quality study for the PFAS remediation they should include the added water use of this data center proposal.

This is, of course, above and beyond all of the other legitimate complaints about this plan.

Regards,

Clark R Whiting
15647 Duck Crossing Way, AV

Breanna Vincent

From: [redacted]
Sent: Tuesday, March 17, 2026 1:41 PM
To: Community Development
Subject: Strongly Oppose Land for Data Center in Apple Valley!

You don't often get email from [redacted] Learn why this is important

It is my understanding that at today's council meeting, land that could potentially be used for a data center will once again be on the agenda.

I am vehemently opposed to the Apple Valley Technology Park (Data Center) Project - Oppidan Development, and writing to speak against the ceding, leasing, or sale of any land in Apple Valley that could be used in this manner!

The billionaires behind the building of these ridiculously detrimental centers claim they bring several benefits to communities. That is a flagrant lie. There are no benefits to be had. I have read extensively about impact these centers have on cities. They are grim indeed, particularly to the residents, and taxpayers who live in these affected cities.

-Please consider the following points:

-Energy grids would be directly affected, necessitating the upgrading of the systems due to the heightened demand. Further, the severely heightened demand for energy taxes a grid to the point that many businesses have no alternative other than to relocate to another city.

-The promised benefits are a farce. Residents, and tax payers of the communities targeted for data centers soon regret having to live alongside them. The lure of job opportunities is greatly exaggerated. Once constructed, the centers only require a few dozen employees.

-The Data Centers and their requisite energy consumptions prove to be environmental catastrophes. Along with grave concerns for a city's aquifers, several other concerns are present. Some cities exempt Data Centers from existing, or proposed environmental protection laws, allowing them carte blanche to pollute as their needs be. The particulate pollutants emitted from a Center's numerous gas turbines, have been shown to increase the hospitalizations for those with respiratory problems, such as asthma.

According to the Minnesota Dept of Health, "Children under the age of 18 living in the 7-county Twin Cities metropolitan area have higher rates of asthma emergency department visits compared to those living outside this area in Greater Minnesota," "Since 2000, there has been a dramatic decrease in asthma hospitalization rates among children under the age of 18 in the 7-county Twin Cities metropolitan area." Living near a Data Center would only compound the threats to the health of those affected by lung diseases.

The data on the water cooling process has shown that it not only increases water pollution, but also poisons the very aquifers people rely on for drinking water.

These Centers require the utilization, and extraction of minerals that are rare, and difficult to mine without damaging the environment.

-Experts opine that eventually this "data bubble" will burst, the centers will become obsolete, and the cities they have polluted, diminished, and damaged will be responsible for dealing with the empty, abandoned buildings. Again, tax payer dollars will be needed to address the disposition of the monstrosities.

-The government could conceivably utilize the AI to intimidate, and threaten those who are critical of politicians, their policies, or plans, and also to track dissidents, and to arrest immigrants.

-There is a lack of transparency provided to the public. There are incentives for the Centers to be built quickly, and to keep hidden what is being done.

-Those behind the scenes, who own the Centers rely on, and anticipate that they'll be given large tax breaks. To fight them, to discourage their construction, a city should enforce existing tax laws, and refuse to give the counted on tax breaks.

-As is the case in Warenton, Virginia, when Amazon's large data center was given the green light to build, just last year, every council member who sided with Amazon was voted out. Aspiring office holders were then voted in to replace the corrupted councilmen. We must hold our council members to account. If you allow this data center to be built in our city, it will be a betrayal of every man, woman, and child in Apple Valley.

I thank you for your time, and consideration,

Janet Ackerman

Website Inquiry Form:

Submitted Time: March 19, 2026 12:44 PM

Contact Information:

Contact Preference:

Email

Phone Number:

Email Address:

[redacted]

Name or Business Name:

Michele Hake

Topic:

City Projects

Sub-Category:

Development Projects

Second Sub-Category:

Request, Issue, or Comment:

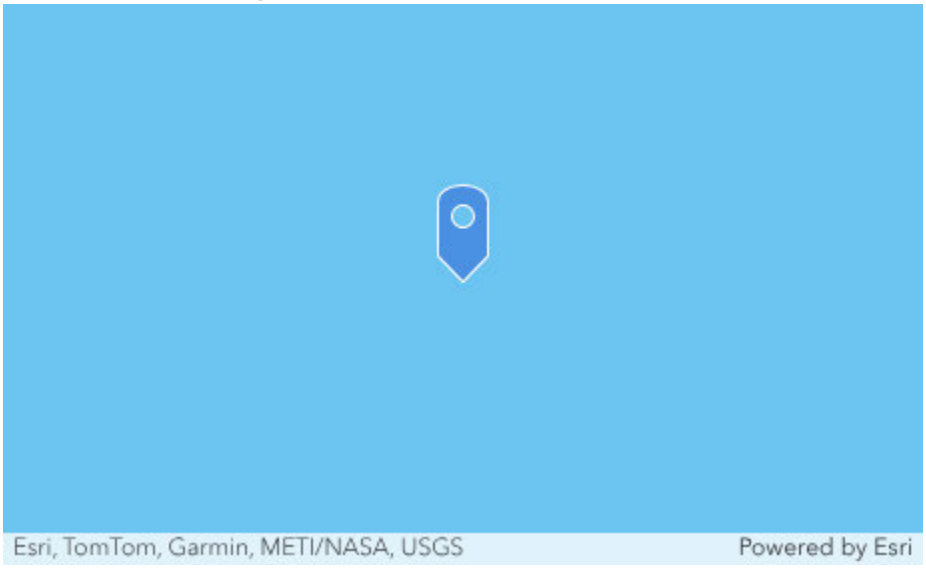
Request, Question or Comment:

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data center in the middle of Apple Valley - that is highly inappropriate for a family centered community. In addition, there are many concerns about the resources that would be used which have not been thoroughly researched.

Location Description

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: [redacted]
Sent: Wednesday, March 18, 2026 5:20 PM
To: Community Development
Subject: Data Center

You don't often get email from [redacted]. Learn why this is important

Dear city of Apple Valley,

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I would like for you to add my input about the data center proposal.

The state of Minnesota creates Minnesota State Statutes and rules for very valid reasons, and while I am not against data centers completely, I strongly feel the data center development should be done in a responsible way.

I would like to say that the city and the data center is in violation of Minnesota State Statute section 15.99, section 462.358, subdivision 3b or 473.175, or chapter 505.

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I would like to see the data center reapply for the conditional use permit again the correct way, not extending an original permit that is well over a year going on two years past expiration. (February 2024)

An environmental review should also be done, again.

It is time for a do-over.

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I should see all of the written extensions in accordance to these state statutes listed above, and these "so-called" extensions should be listed on the cities website for all residents to see to show transparency.

Or better yet, do it over again and quit playing with extensions in the first place.

Thank you, Kathy Pritchard

Breanna Vincent

From: Jeff Philipsek [redacted] >
Sent: Friday, March 20, 2026 4:55 AM
To: Community Development
Subject: Proposed Technology Park (Data Center)

You don't often get email from [redacted]. Learn why this is important

To whom in may concern,

I apologized first of all for not making the meeting on 3/18/2026, as I was not aware of the meeting.

First of all, I am apposed of this proposal. When I moved to Apple Valley, this area was zoned for gravel, not an data center. I live just under 1000 feet from the proposed data sight. I do think letters should have been sent to the whole city of Apple Valley, and the edge of Lakeville and Eagan, since this will affect them as well. I read that letters were sent to properties only 350 feet the proposed data center. 350 feet just crosses the street of Pilot knob. People from all over will see this and be affected by this.

1. We as a society, do not know the noise, water and air pollution that this will bring to our beautiful city. I moved here because of the great school system and community. We do not need this in our community. If we want to rezone the property, the city should approve another park, swimming pool, play area, etc. Something that will bring people to Apple Valley, not make them leave. Or bring in more restaurants or another activity center.

2. I see that the engineers think they will be able update the water pressure/supply to accommodate the increase in water demand. That is wonderful, but we are already have a water pressure issues after 5 pm. I think the data center will only create more water pressure/demand and that should be considered before taking on a project that will increase the demand on our water system.

3. We do not know the impact of the water supply the pollution that this data center will create. Also, we do not know the noise pollution this will create. I have read about studies that show these data centers give off a light noise, that the noise does affect some people.

4. We also do not know what the affects, if any, will we for our air quality and if additional pollution will be created.

Since data centers are only a new thing/concept we have seen recently, I think we should pause the data center or termination the application for now and see how the Rosemount/Meta data center will affect their community. We should study other communities that have brought in data centers and see how much their water and energy costs have increased and how it affects the local residents health and well being. I worry that with out the proper knowledge and allowing this data center to move into our city, will have more of a negative affect than positive, along with the increase costs.

Once again, I am a concerned community member that lives less than 1000 feet from the proposed data center. Thank you.

Jeff Philipsek

Breanna Vincent

From: Deb Schene <[redacted]>
Sent: Thursday, March 19, 2026 5:56 PM
To: Community Development
Subject: Will NOT be buying a home in your community

> You don't often get email from [redacted]. Learn why this is important

https://applevalleymn.gov/1024/Proposed-Technology-Park-Data-Center

As you consider the applications to allow data center development in your community, please know that our family of 4 is in the process of beginning our relocation to MN. We have now eliminated your community from our potential search area. We have no intention of dealing with unnecessarily high energy bills and pollution. Likewise, we do not wish to risk moving to an area where local politicians put tax revenue over the health and well-being of the people and environment in their community. There is solid data to back up these concerns. May we suggest that you look outside your area and read articles about what is already happening to communities who sold out to data centers before making your final decisions.

To paraphrase a 100+ year old warning...when the ground water is completely gone or contaminated, when the sounds of a quiet summer evening are replaced by the incessant drone of data centers AND drones, when the bank of accounts of a few extremely wealthy are even larger and millions are standing in job lines, when farmland is no longer fertile and food can no longer be grown nearby, maybe THEN humans will understand that wealth is more than the sum of money in one's bank account.

Good luck to you all,
Warmly,
Mrs. Schene

Breanna Vincent

From: Breanna Vincent
Sent: Thursday, March 19, 2026 3:14 PM
To: Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, March 19, 2026 1:51:27 PM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Vote No on Proposed Data Center campus
Message	Hello, I live at 5659 125th St W, AV. I am deeply concerned about the prospect of not just 1, but 5 data centers being built in Apple valley on the technology campus. I am concerned about the ecological impacts with regard to energy and water consumption. I am deeply concerned about a steep rise in my energy and water bills as these costs are often passed on to locals. I am also concerned about health impact of residents living near the campus as adverse health impacts have been reported in other states from communities next to data centers. 5 Data centers is not a sustainable initiative or in the best interests of Apple Valley residents. Please vote against the building of data centers in Apple valley.
Name	Meagan Hemingson
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Deb Schene <[redacted]>
Sent: Thursday, March 19, 2026 5:56 PM
To: Community Development
Subject: Will NOT be buying a home in your community

> You don't often get email from [redacted]. Learn why this is important

https://applevalleymn.gov/1024/Proposed-Technology-Park-Data-Center

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Good luck to you all,
Warmly,
Mrs. Schene

Website Inquiry Form:

Submitted Time: March 20, 2026 5:02 PM

Contact Information:

Contact Preference:

Email

Phone Number:

Email Address:

[redacted]

Name or Business Name:

Chad Rainwater

Topic:

Licenses and Permits

Sub-Category:

Building and Construction

Second Sub-Category:

Request, Issue, or Comment:

Request, Question or Comment:

A huge thank you to all the elected representatives for not approving the Orchard Place data centers. I'm sure the decision was difficult but thank you for having the courage and vision to see a different path for that development! I'm so happy for

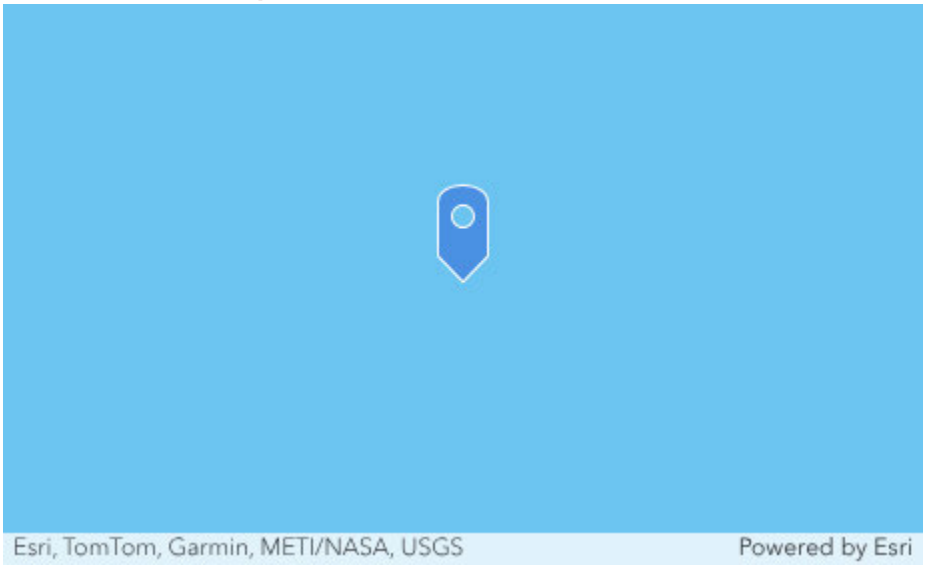
our city! Thank you

Chad Rainwater

Location Description

Orchard Place

Issue Location (optional):



Add a Photo:

Breanna Vincent

From: Charles Grawe
Sent: Monday, March 23, 2026 8:16 AM
To: Tim Benetti; Christina M. Scipioni
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, March 21, 2026 10:07 AM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data Center
Message	Thank you very much for voting against the Oppidan data center that was proposed for the corner of Pilot Knob and CR 42. This would have been a tremendous drain on our resources and I fear would have left the citizens footing the bill for added electrical & water besides the noise and light pollution especially for neighboring residences and commercial district in Apple Valley as well as neighboring communities. Keep up the good work Apple Valley City Council!
Name	Patricia A Current
Phone Number	[redacted]

[redacted] not displaying correctly? View it in your browser.

Breanna Vincent

From: Charles Grawe
Sent: Monday, March 23, 2026 8:16 AM
To: Tim Benetti; Christina M. Scipioni
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, March 21, 2026 10:53 AM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data Center
Message	Thank you so much for not approving the recent data center project for Apple Valley. I've heard from so many residents that they are incredible happy it didn't pass. This is only going to make Apple Valley stronger and protect our environment and water supply. Thank you again for keep our community and my family safe!
Name	Chelsea Urdaneta Scott
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Charles Grawe
Sent: Monday, March 23, 2026 8:16 AM
To: Tim Benetti; Christina M. Scipioni
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, March 21, 2026 6:35 PM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Thank you!
Message	I am a little late to the discussion on the proposed data center, but from what I'm reading the council just unanimously denied the proposal to build one here in Apple Valley. I'm so so grateful! I'm scared of what such a data center would do to our environment (and my utility bills). Please keep fighting the good fight! Thank you for standing up for us!
Name	Nicole Mellas
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Charles Grawe
Sent: Monday, March 23, 2026 8:15 AM
To: Christina M. Scipioni; Tim Benetti
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, March 21, 2026 8:08 PM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Thank you!!
Message	Dear Mayor and Council, I write to you from the "E" neighborhood of Apple Valley. I am writing to you today to express my pride and gratitude for your decision to turn down the data center. I am generally a quite positive person, but have a long list of frustrations about decisions you have made (backyard chickens are a top one!). When I heard about the data center proposal, I was so fearful for the future of my family and community living here in Apple Valley. With young children at home, though, I was passive on the issue and did not attend any meetings or do much beyond having conversations with neighbors. I was so pleased to see the news. Thank you thank you thank you for saying "no" to the data center, even though I know that meant saying no to a lot of money as well. With gratitude, Christina Chantara
Name	Christina Chantara

Phone Number [redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Charles Grawe
Sent: Monday, March 23, 2026 8:14 AM
To: Christina M. Scipioni; Tim Benetti
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Sunday, March 22, 2026 3:20 PM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data Center
Message	I would strongly encourage the Mayor and City Council to follow the Planning Commission's recommendation to not approve the Data Center for Apple Valley. Respectfully, RJ Crawford 12024 Gantry Lane Apple Valley, Mn 55124
Name	ROBERT CRAWFORD
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Charles Grawe
Sent: Monday, March 23, 2026 8:17 AM
To: Tim Benetti; Christina M. Scipioni
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Saturday, March 21, 2026 9:59 AM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data Center
Message	I am writing this letter to ask you to vote no to a data center in Apple Valley. We do not need the noise, pollution and drain on our electric and water supply. These centers need to be in the middle of nowhere. It would be a big mistake putting this in the middle of our beautiful city. Once it is built there is no turning back. Please vote NO
Name	Greg Kapala
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

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To: Tim Benetti; Christina M. Scipioni
Subject: FW: Online Form Submittal: Council Contact

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Sent: Friday, March 20, 2026 5:07 PM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data Center
Message	Hello, I want to express my huge thanks for denying the application to rezone and allow the data center into Apple Valley. I live at Pilot Knob and County Road 42. This would have been a nightmare for our neighborhood and the larger community. I understand these data centers create a lot of noise in addition to using vast amounts of water and energy. I can't even imagine what all the additional traffic would have been like. I feel like we dodged a bullet on this. Please, please DO NOT allow any future bids or applications for data centers in Apple Valley. It would destroy this community. What would it do to property values? Thank you for you time with this.
Name	Jennifer
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Breanna Vincent

From: Charles Grawe
Sent: Wednesday, March 25, 2026 8:07 AM
To: Tim Benetti; Christina M. Scipioni; Breanna Vincent
Subject: FW: Online Form Submittal: Council Contact

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, March 24, 2026 8:24 PM
To: Charles Grawe <charles.grawe@applevalleymn.gov>; Clint Hooppaw <clint.hooppaw@applevalleymn.gov>; John Bergman <john.bergman@applevalleymn.gov>; Ruth Grendahl <ruth.grendahl@applevalleymn.gov>; Lisa Hiebert <lisa.hiebert@applevalleymn.gov>; Tom Lawell <tom.lawell@applevalleymn.gov>; Tom Melander <tom.melander@applevalleymn.gov>
Subject: Online Form Submittal: Council Contact

Council Contact

Return e-mail address	[redacted]
Subject	Data Center vote
Message	I am extremely concerned about having a data center in Apple Valley. Data centers use high amounts of electricity, water and metals. They are noisy for the surrounding areas and they are well-lit, giving off extreme amounts of lights to nearby neighborhoods. MCEA has studied data centers, and this organization doesn't support them because of the drain on our resources. Please vote "no" to a data center in our city for the citizens of this city and for generations to come. Thank you.
Name	KATE STOE
Phone Number	[redacted]

Email not displaying correctly? View it in your browser.

Apple Valley Technology Park
(Data Center Project)

Proposed
by
Oppidan Development

City Council Meeting
March 26, 2026

1

Overview of Original Requests

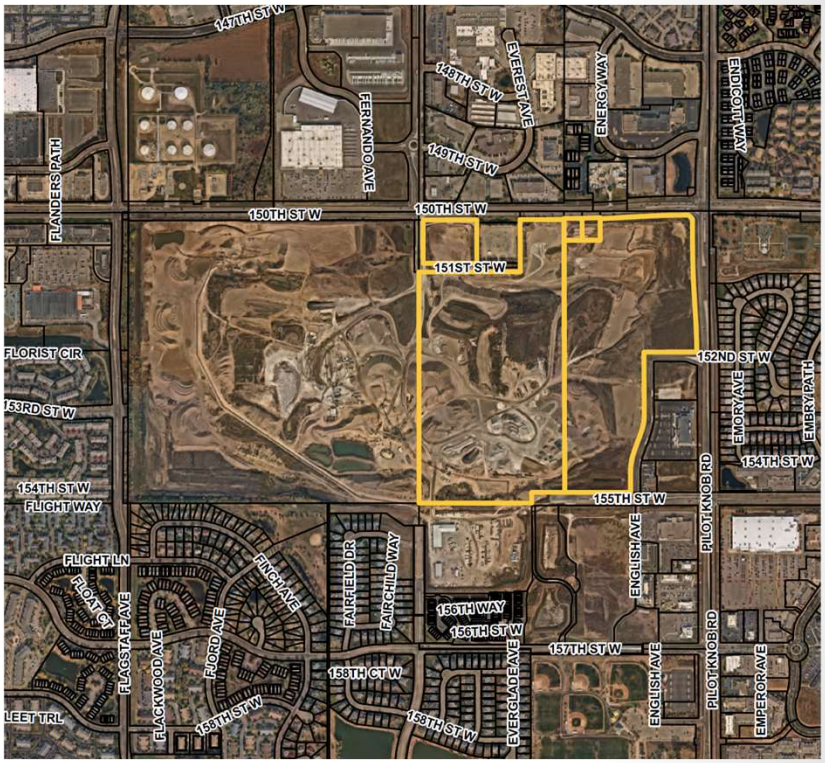
Oppidan ("Applicant" & "Developer") with Rockport, LLC ("Owner") proposed to develop a new data center campus - **Apple Valley Technology Park**

- **Rezoning – from "SG" Sand & Gravel to "MUBC" Mixed-Use Business Campus**
  - Rezoning predicated on adoption of the new **MUBC District** Ordinance
- **Preliminary Plat of Apple Valley Technology Park**
  - Original plat of 4 large lots + 2 outlots (future platting)
  - Revised plat (after Feb. 5th hearing) for 5 lots + 5 outlots
- **Site Plan and Building Permit Authorization**
  - 5 large-scale data center budlings = 795,000 sf. (1,022,000 sf. total area); plus several smaller support buildings 66,000 sf. total area
- **Conditional Use Permit**
  - Allow data center use in the MUBC District

2

Site Location



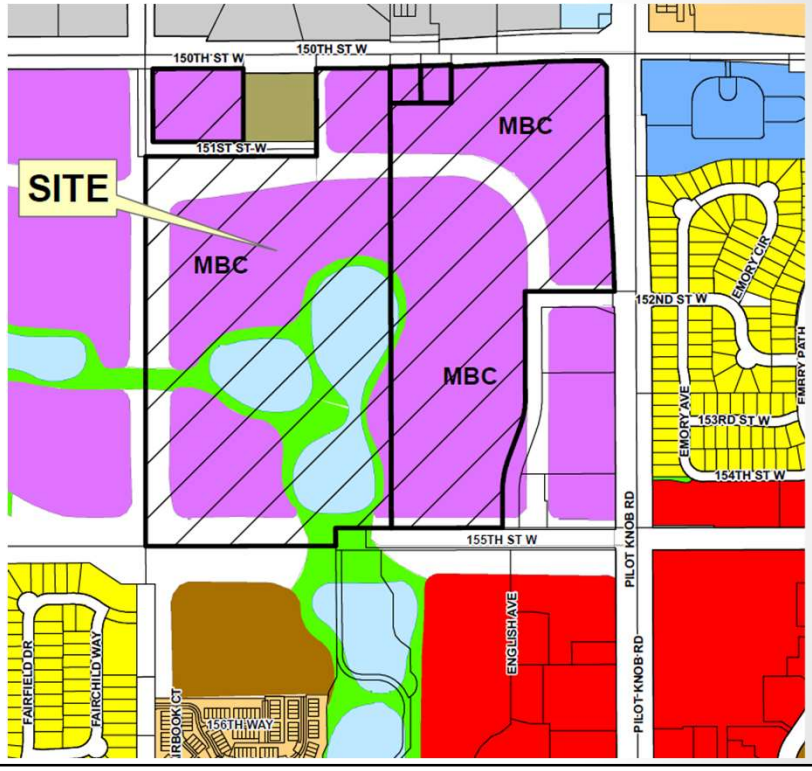


Apple Valley

3

Current Site Guiding

Mixed Business Campus



Apple Valley

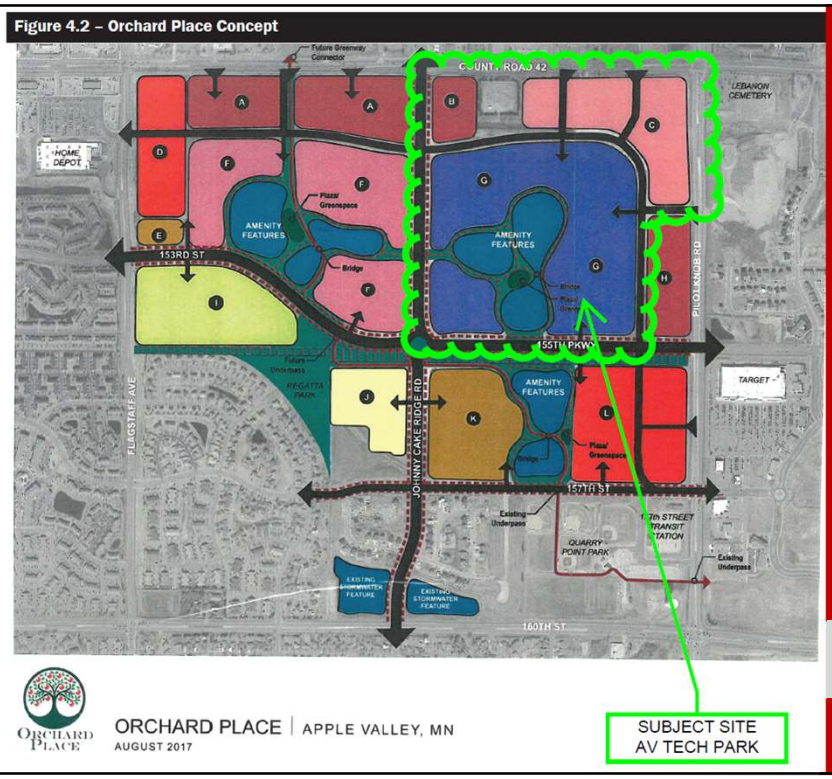
4

Site Guiding
AV Tech Park
Mixed Business Campus

B. Office, Hotel, Medical, Comm. Retail

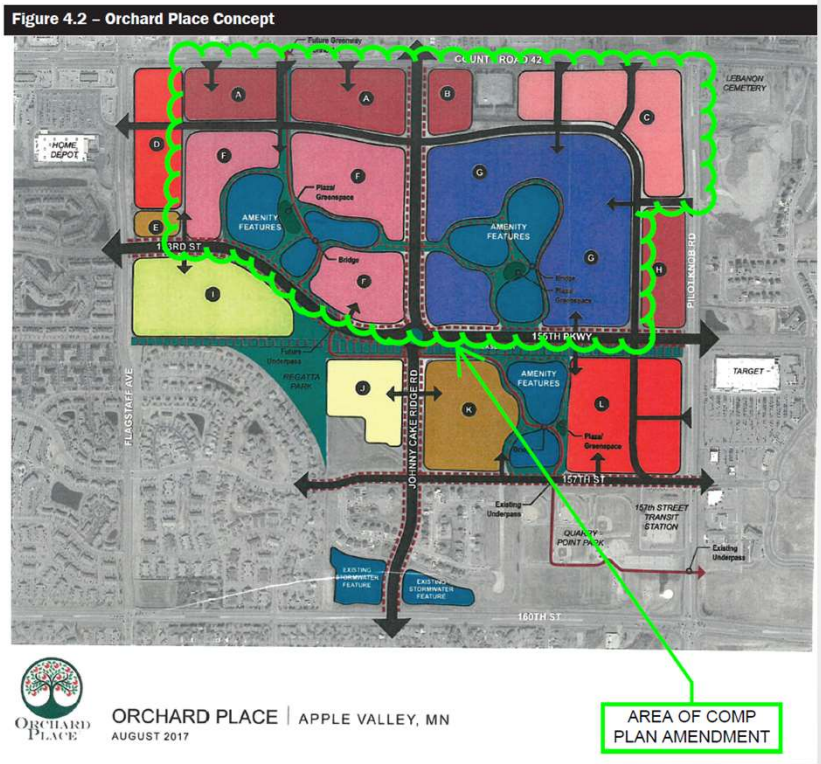
C: Office, Hotel, Medical

G: Medical, Corp. Campus, Office, Industrial, Comm. Retail



5

Area Requested for Comp Guide Plan Amendments
Mixed Business Campus



6

Proposed Rezoning

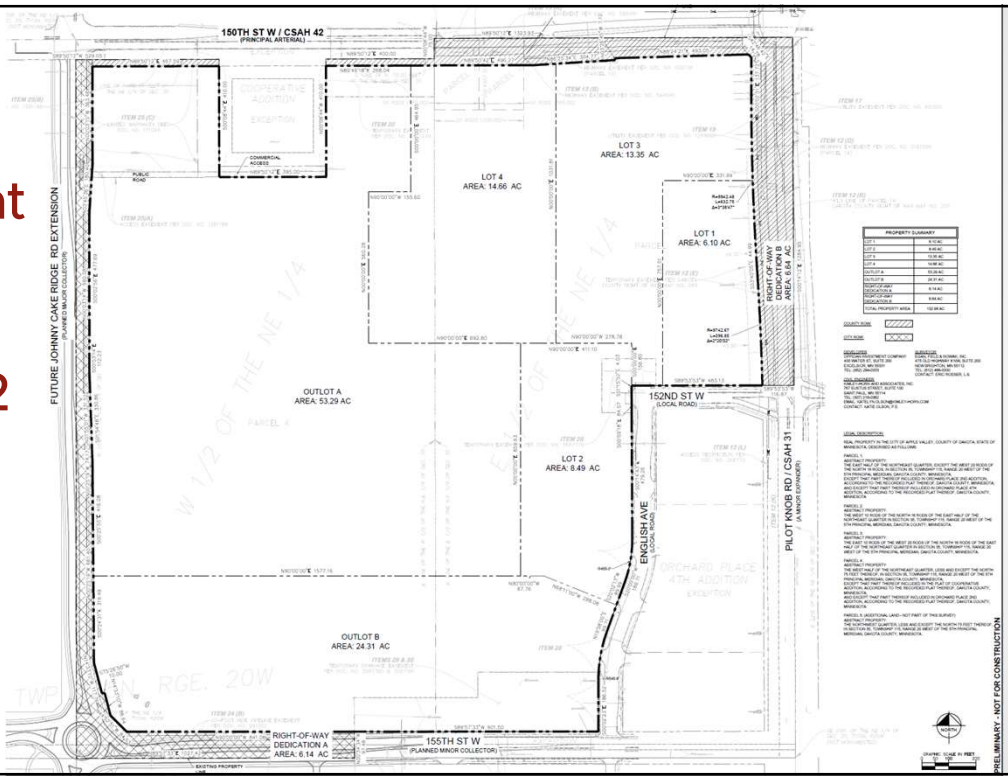
"MUBC" Mixed-Use Business Campus



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Prelim. Plat (original)

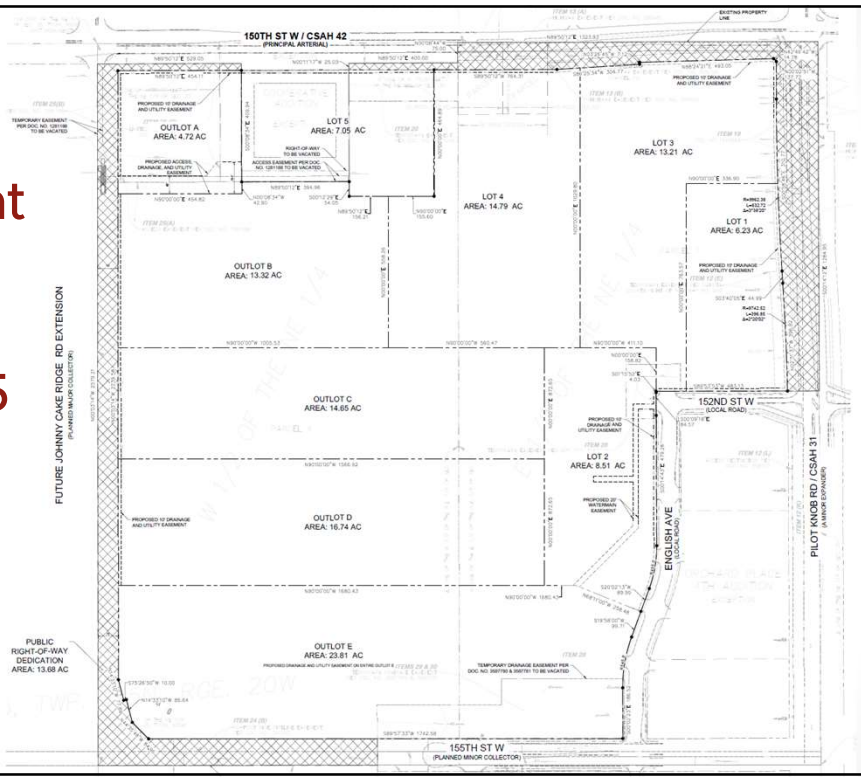
4 Lots + 2 Outlots



8

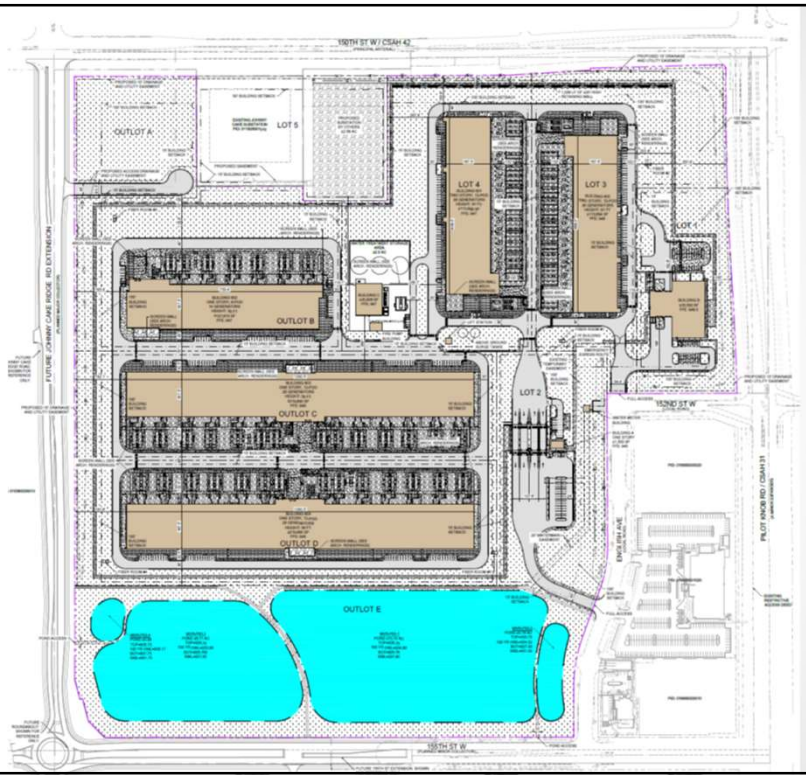
Prelim. Plat (revised)

5 Lots + 5 Outlots



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Site Plan



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MUBC District

- ***Data Center.*** A facility or a complex or campus of buildings and facilities used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment systems, servers, appliances and other associated components related to digital data operations. The facility may also include air handlers, power generators, water cooling systems and water storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center. A data center complex/campus may include data management or storage buildings and ancillary support buildings and structures, including secure and controlled entrances, perimeter fencing, sally-ports, and cargo screening buildings.

- 155.310. (C) Conditional Uses
  (2) Light Industry/Manufacturing Uses
  (d) Data center as regulated elsewhere in this Section.

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02/05/2025 Planning Commission Mtg.

- ❑ PC considered Applications under Public Hearing for:
  - Rezoning from "SG" Sand and Gravel to "MUBC" Mixed Use Business Campus
  - Subdivision by Preliminary Plat of the subject properties
  - Site and Building Plan authorization for the data center development

- ❑ CUP for the data center use was not included – MUBC District did not officially exist (*future hearing on CUP needed later*)

- ❑ Commission provided detailed presentation by City Staff and Applicant
- ❑ Received numerous comments from the public
- ❑ PC elected to keep the hearing open and continued to a future meeting

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- February 25, 2025 - Applicant submits additional information to the City - which included updated preliminary plat; site/grading plan; circulation plans; lighting/photometric plan; noise study memo; and other information.

- Those updated plans and information were presented to the Planning Commission at the 03/18/2026 meeting

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Comp Plan Amendment consideration….

- **Jan. 15. 2025** - PC conducts initial public hearing regarding the proposed CPA application from Rockport; hearing closed; CPA matter tabled to a future meeting
- **April 2, 2025** - CPA reconsidered by the Planning Commission; PC recommended denial (5-1 vote)
- **January 22, 2026** – CPA application and PC recommendations presented to City Council.
  - Council unanimously adopted **Resolution No. 2026-11**, which denied the Comprehensive Plan Amendment, in its entirety

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Rezoning Application….

- **March 6, 2026** - Applicant formally withdrew its application to rezone the Property from "SG" Sand and Gravel to "MUBC" Mixed-Use Business Campus from further consideration by the City
- **March 10, 2026** - Owner submits a subsequent letter to the City in which it withdrew its consent to the Applicant's rezoning of their land and the application
- Due to this withdrawal, the REZONING is no longer under consideration in the combined application requests - and does not require further action by the City

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Planning Commission Action – 03/18/2026

1) PC conducted a separate public hearing on the Conditional Use Permit for the proposed data center use;
2) Reconvened the public hearing held open from Feb. 5, 2025 meeting on the Preliminary Plat and Site & Building Plan;
3) Received one comment from the Applicant/Developer's representative (reflected in the 03/18/26 PC Meeting minutes);
4) Closed the hearings; recommended Council deny the proposed Preliminary Plat, Site & Building Plan, and the Conditional Use Permit for the proposed data center use

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Requested Action

Accept the additional written public comments received after the 03/18/26 PC meeting; make them part of the official public record

1) Adopt a Resolution denying the Preliminary Plat of Apple Valley Technology Park as requested under Planning Application Case No. PC24-23-BCSZ, with said findings;

2) Adopt a Resolution denying the Site & Building Plan and Building Permit Authorization for the proposed Apple Valley Technology Park (data center campus), as requested under Planning Application Case No. PC24-23-BCSZ, with said findings; and

3) Adopt a Resolution denying the Conditional Use Permit for the proposed Apple Valley Technology Park (data center use), as requested under Planning Application Case No. PC24-23-BCSZ, with said findings.

Questions for Staff?

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ITEM: 7.A.
MEETING DATE: March 26, 2026
SECTION: Calendar of Events

Description: Approve Calendar of Upcoming Events	
Staff Contact: Stephanie Marschall, Deputy City Clerk	**Department / Division:** Administration/City Clerk's Office

Action Requested:

Approve the calendar of upcoming events as listed in the summary below, and noting that each event listed is hereby deemed a special meeting of the City Council.

Summary:

~~Thur./Mar. 26~~	~~6 p.m.~~	~~Municipal Center~~	~~Economic Development Authority Meeting~~ CANCELLED
Thur./Mar. 26	7 p.m.	Municipal Center	Regular City Council Meeting*
Wed./Apr. 1	9 a.m.	Municipal Center	Firefighters Relief Association Board Meeting
Wed./Apr. 1	7 p.m.	Municipal Center	Planning Commission Meeting
Thur./Apr. 2	6 p.m.	Municipal Center	Informal Parks & Recreation Advisory Committee Meeting
Thur./Apr. 2	7 p.m.	Municipal Center	Regular Parks & Recreation Advisory Committee Meeting
Thur./Apr. 9	5:30 p.m.	Municipal Center	Informal City Council Meeting
Thur./Apr. 9	7 p.m.	Municipal Center	Regular City Council Meeting*
Fri./Apr. 10	8:30 a.m.	Valleywood	Special Informal City Council Meeting (Goal Setting)
Sat./Apr. 11	9 a.m.-3 p.m.	Eastview High School	Apple Valley Home & Garden Expo
Mon./Apr. 13	6 p.m.	Falcon Ridge Middle School	Coming Together: After ICE A Community Healing Event
Wed./Apr. 15	11 a.m.	Zarminali Pediatrics	Ribbon Cutting Ceremony
Wed./Apr. 15	5 p.m.	Skating Center, Roseville, MN	Metro Cities Annual Meeting
Wed./Apr. 15	7 p.m.	Municipal Center	Planning Commission Meeting
Thur./Apr. 16	4:30 p.m.	Lakeview Bank, Lakeville, MN	Joint Chamber Legacy Awards
Tue./Apr. 21	2 p.m.	Municipal Center	Cemetery Advisory Committee

			Meeting
Thur./Apr. 23	6:45 p.m.	Municipal Center	Advisory Committee Reception
Thur./Apr. 23	7 p.m.	Municipal Center	Regular City Council Meeting*

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

Attachments:

None