July 23, 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 July 9, 2026

   B. Adopt Resolution amending the 2026 Budget for specific items

   C. Approve financial guarantee reduction for Les Schwab, Project PC23-33

   D. Approve Metropolitan Livable Communities Demonstration Account Grant Agreement and authorize execution of associated loan documents for Valley Station Apartments

   E. Approve statement of work with Mueller Water Products, Inc., for the Sprypoint Conversion

   F. Approve agreement with Davey Resources Group, for Project 2026-148, Natural Resources Management Plan

   G. Approve Change Order No. 9 to agreement with Kraus-Anderson Construction Company for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)

   H. Approve Change Order No. 1 to agreement with VADA Contracting, LLC, for Project 2026-141, Neighborhood Parks Improvements, Phase 2 (2023 Parks Bond Referendum)

   I. Approve Change Order No. 1 to agreement with Hartman Companies, Inc., for Project 2026-153, Valleywood Pavement and Drainage Improvements

J. Approve Change Order No. 1 to agreement with Jirik Sod Farms, Inc., for Project 2026-120, 2026 Sod Replacement Services, and Approve Acceptance and Final Payment

K. Approve acceptance and final payment on playground equipment purchase orders with Landscape Structures, Inc. (2023 Parks Bond Referendum)

1. For Hagemeister Park as part of Project 2026-116, Neighborhood Parks Improvements
2. For Moeller Park as part of Project 2026-141, Neighborhood Parks Improvements, Phase 2

L. Approve claims and bills

M. Approve Personnel Report

5. Regular Agenda

A. Receive Minnesota Recreation and Park Association Award of Excellence for Hayes Youth Athletic Complex

B. Planned Development No. 703 Ground Sign Text Amendment

1. Pass Ordinance amending Article 28, Planned Development No. 703 to allow additional ground signage in Zone 6 under specific conditions (Recommend waiving second reading)

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: July 23, 2026
SECTION: Consent Agenda

Description:	
Approve minutes of the regular meeting of July 9, 2026	
Staff Contact:	**Department / Division:**
Christina Scipioni, City Clerk	Administration/City Clerk's Office

Action Requested:

Approve minutes of the regular meeting of July 9, 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

July 9, 2026, City Council Regular Meeting Minutes

Minutes of the regular meeting of the City Council of Apple Valley, Dakota County, Minnesota, held July 9, 2026, at 7:00 p.m., at the Apple Valley Municipal Center.

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

Absent: Grendahl

City staff members present were: City Administrator Lawell, City Clerk Scipioni, City Attorney Bauer, City Engineer Anderson, Community Development Director Benetti, Parks and Recreation Directory Carlson, Deputy Police Chief Dahlstrom, Police Chief Francis, Assistant City Administrator Grawe, Human Resources Manager Haefner, Finance Director Lemarr, Fire Chief Nelson, 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 Melander, approving the agenda for tonight's meeting as presented. Ayes - 4 - 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.

James Johnson, Dakota County Public Health Opioid Prevention Coordinator, spoke regarding programs offered by Dakota County to support opioid prevention and upcoming events to highlight Overdose Awareness Month.

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 Hiebert, seconded by Bergman, approving all items on the consent agenda with no exceptions. Ayes - 4 - Nays – 0.

Consent agenda items

A. Approve minutes of the regular meeting of June 11, 2026
B. Approve State Gambling Exempt Permit for Apple Valley Ducks Unlimited, Chapter 185, on October 3, 2026, at Bogart's Entertainment Center, 14917 Garrett Avenue

C. Receive Apple Valley Firefighters Relief Association Certification of 2027 Financial Requirements
D. Receive 2025 Police Department Annual Report
E. Adopt **Resolution No. 2026-85** approving the sale of Police K-9 Bergil
F. Approve declaration restricting Cobblestone Lake property and authorize recording of the document for Project 2024-158, Cobblestone Lake Park Trail Improvements (2023 Parks Bond Referendum)
G. Approve encroachment agreement for retaining wall encroachment at 7182 121st Street W. (Lot 4, Block 5, Briar Oaks of Apple Valley 2nd Addition)
H. Approve 2026 rates for LOGIS fiber optic managed services
I. Adopt **Resolution No. 2026-86** declaring intent to reimburse certain expenditures from the issuance of bonds
J. Approve financial guarantee reduction for Skyline Social and Games, Project PC25-07
K. Approve agreement with Metropolitan Council for the 2026 Community Assisted Lake Monitoring Program
L. Approve agreement with Metropolitan Council for the 2026 Clean Water Fund Grant Agreement
M. Apple Valley Liquor Store #2 Phase 2
    1. Adopt **Resolution No. 2026-87** awarding agreement for Apple Valley Liquor Store #2 Phase 2
    2. Approve procedures for administering Apple Valley Liquor Store #2 Phase 2 Change Orders
    3. Approve Agreement for Lozier Display Shelving and Installation with AA Equipment Company, Inc.
N. Approve professional services agreement with I & S Group, Inc., d/b/a ISG Inc., for development of a Community Center Business Plan
O. Approve statement of work with InvoiceCloud, Inc., for the provision of credit card biller ID numbers
P. Approve agreement with Pro-Tec Design, Inc., for installation of security cameras and card readers as part of Project 2024-186, Community Center & Senior Center Connection and Renovation (2023 Parks Bond Referendum)
Q. Adopt **Resolution No. 2026-88** accepting easements for Project 2026-130, Apple Valley 11th and 12th Additions Electrical Conversion Phase 2
R. Adopt **Resolution No. 2026-89** awarding agreement for Project 2026-130, Apple Valley 11th and 12th Additions Electrical Conversion Phase 2
S. Approve Change Order No. 4 to agreement with Kraus-Anderson Construction Company for Project 2024-190, Kelley Park Renovation (2023 Parks Bond Referendum)
T. Approve Change Order No. 1 to agreement with Keys Well Drilling Company, for Project 2024-136A, Well 16 Recommissioning, and approve acceptance and final payment
U. Approve acceptance and final payment on agreement with Taylor Electric Company, LLC, for Project 2024-136B, Well 16 Recommissioning
V. Approve acceptance and final payment on agreement for Project 2021-172, Police Garage to single contractor
W. Approve acceptance and final payment on agreement with McNamara Contracting, Inc., for Project 2025-105, 2025 Street Improvements
X. Approve claims and bills
Y. Approve Personnel Report

5. Regular Agenda

A. Proclaim July 2026 as "Park and Recreation Month"

Mr. Carlson highlighted the work done by the Parks and Recreation Department and thanked its staff for all they do for the community. Mr. Carlson read the proclamation

Motion: of Hiebert, seconded by Melander, proclaiming July 2026 as "Park and Recreation Month" in the City of Apple Valley. Ayes - 4 - Nays – 0.

B. Interim Ordinance Authorizing a Study and Imposing a Moratorium on Data Centers

Mr. Benetti provided an overview of the proposed resolution and ordinance.

Mayor Hooppaw called the public hearing to order at 7:15 p.m. to consider the proposed resolution and ordinance. The Mayor asked for questions or comments from the Council and the audience.

Mary Rue, 8163 137th Ct., asked clarifying questions regarding the proposed ordinance.

Mr. Benetti answered Ms. Rue's questions.

The hearing was declared closed at 7:17 p.m.

Motion: of Bergman, seconded by Melander, adopt **Resolution No. 2026-90** authorizing an interim use study regarding the planning, development, and regulation of data centers. Ayes - 4 - Nays - 0.

Motion: of Bergman, seconded by Melander, passing Ordinance No. 1158 instituting a moratorium that restricts the establishment of new data centers, expansion of existing data centers, and/or development of property for a proposed data center during the interim use study. Ayes - 4 - Nays - 0.

6. Communications

Mr. Anderson provided information about upcoming road closures.

Chief Nelson stated the Fire Department is hiring paid-on-call firefighters. He encouraged community members to apply by July 17.

The Mayor and Council thanked community members, local organizations, and City staff for all their efforts creating another wonderful Freedom Days celebration.

7. Calendar of Upcoming Events

Motion: of Bergman, seconded by Melander, 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 - 4 - Nays – 0.

8. Adjourn

Motion: of Hiebert, seconded by Melander, to adjourn. Ayes - 4 - Nays – 0.

The meeting was adjourned at 7:28 p.m.

Respectfully submitted,

Christina M. Scipioni, City Clerk
Approved by the Apple Valley City Council on July 23, 2026.

_____

ITEM: 4.B.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:	
Adopt Resolution amending the 2026 Budget for specific items	
Staff Contact:	**Department / Division:**
Candi Lemarr, Finance Director	Finance

Action Requested:

Adopt Resolution amending the 2026 Budget for specific items.

Summary:

The City Council is requested to consider a resolution amending the 2026 operating budget for items that are proposed to be funded by anticipated savings within the 2026 budget or by realigning other sources. By realigning these budget resources, these items will be completed during 2026. Upon the resolution being adopted by the City Council, the items identified will be ordered.

Background:

Please see the attached exhibit for additional information on each of the proposed items.

Budget Impact:

The net budget impact in the General Fund is zero.

Attachments:

1. Resolution

City of Apple Valley
Resolution No. 2026-

A Resolution amending the 2026 budget for specific items

Whereas, certain 2026 activities and purchases were not included in the original 2026 adopted budget; and

Whereas, funding exists to complete these projects from existing budget savings or additional resources; and

Now, therefore, be it resolved, by the City Council of the City of Apple Valley, Dakota County, Minnesota, that the following budget adjustments be made to the 2026 budget:

Department/Fund	Description	Account Code	2026 Additional (Reduced) Amount
Street Maintenance	Verizon FleetPaths	1660.6308	$4,000.00
Street Maintenance	FleetPaths Annual Charge	1660.6308	$6,301.60
Park Maintenance	Boom arm Flail	1710.6745	$6,905
Street Maintenance	Colored Concrete-Sealing Cedar	1600.6249	($6,301.60)
Street Maintenance	Plasma Cutter	1600.6211	($4,000)
Park Maintenance	Workman HDX	1710.6745	($6,905)

Adopted April 23, 2026.

_____
Clint Hooppaw, Mayor

Attest:

_____
Christina M. Scipioni, City Clerk

ITEM: 4.C.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:	
Approve financial guarantee reduction for Les Schwab, Project PC23-33	
Staff Contact:	**Department / Division:**
Breanna Vincent, Department Assistant	Community Development

Action Requested:

Approve financial guarantee reduction for Les Schwab, Project PC23-33

Summary:

The development agreement for Les Schwab Tires on Lot 2, Block 1, Orchard Place 2nd Addition was approved in August 2024. As part of the development agreement, the City required the developer to provide financial securities to guarantee the performance of work. The financial guarantee is 125% of the estimated improvement costs. The development agreement allows for a reduction in the amount of financial security after the City has verified compliance that certain portions of the work have been satisfactorily completed.

Background:

Engineering and Planning has reviewed the work completed and is recommending that the security be reduced to $84,062.50 as outlined below:

DEVELOPER IMPROVEMENTS	ORIGINAL SECURITY REQUIRED	REDUCED SECURITY
Private Infrastructure Improvements – Street & utility removals, sidewalk/trail repairs, curb bump out.	$50,000	$0
Public Infrastructure Security – Gate valves, connections to existing public utilities.	$14,000	$0
Subdivision Monuments	$2,500	$2,500
As-builts and Records Plans	$3,500	$3,500
Landscaping	$87,500	$61,250

Subtotal Public and Private Improvements	$157,500	$67,250
Total Financial Guarantee - 125% of Improvement Costs	**$196,875**	**$84,062.50**

Budget Impact:

N/A

Attachments:

None

ITEM:	4.D.
MEETING DATE:	July 23, 2026
SECTION:	Consent Agenda

Description:	
Approve Metropolitan Livable Communities Demonstration Account Grant Agreement and authorize execution of associated loan documents for Valley Station Apartments	
Staff Contact: Terri Dill, City Planner	**Department / Division:** Community Development

Action Requested:

Approve Metropolitan Livable Communities Demonstration Account Grant Agreement and authorize execution of associated loan documents for Valley Station Apartments.

Summary:

N/A

Background:

On September 25, 2025, the City Council approved Real Estate Equities' Valley Station Apartments project, a 144-unit workforce housing development located on the former MVTA Park and Ride lot at the southeast corner of 153rd Street W. and Gaslight Drive. Resolution 2025-122 was approved on August 14, 2025, authorizing City staff to submit a Transit Oriented Development (TOD) grant application through the Metropolitan Council's Livable Communities Demonstration Account.

The TOD grant program provides funding to participating cities that partner with developers to create housing choices that support living wages, provide connections to job opportunities, and encourage the use of transit services. The City was awarded an $808,000 TOD grant by the Metropolitan Council as a financing source for the Valley Station project. The Council is required to approve the attached Metropolitan Livable Communities Demonstration Account Grant Agreement and authorize execution of associated loan documents for Valley Station Apartments.

The grant funds will be disbursed by the City to the developer in the form of a mortgage that matures on November 1, 2043. The developer is responsible for repayment in accordance with the loan documents attached, which have been reviewed and approved by the City Attorney and the applicant's legal counsel. Upon repayment of the funds, the City may choose to reinvest them in another affordable housing project or return them to the Metropolitan Council.

Budget Impact:

N/A

Attachments:

1. Met Council TOD Grant Agreement - Valley Station Apts
2. Loan Agreement LCDA - Valley Station Apts
3. Note LCDA - Valley Station Apts
4. Combination Mortgage and Security Agreement LCDA - Valley Station Apts
5. Subordination Agreement LCDA - Valley Station Apts

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
TRANSIT ORIENTED DEVELOPMENT (TOD) GRANT PROGRAM

GRANTEE: City of Apple Valley	**GRANT NO. SG-25164**
PROJECT: Valley Station Apartments	
GRANT AMOUNT: $808,000	**CYCLE: 2025**
COUNCIL ACTION: November 12, 2025	**EXPIRATION DATE: December 31, 2028**

METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality, County, or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Council has established an LCA Transit Oriented Development ("TOD") program to help leverage the metropolitan area's public investment in its transit infrastructure; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

WHEREAS, the Council awarded Livable Communities Demonstration Account TOD program grant funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, that all grant funds will be expended prior to the "Expiration Date" identified above, and that the land use guidelines and official controls and other required threshold criteria identified in the Grantee's application currently are in place or will be in place as stated in the Grantee's application.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this Section have the meanings given them in this Section unless otherwise provided or indicated by the context.

(a) ***Commenced.*** For the purposes of Sections 2.08 and 5.03, "commenced" means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.

(b) ***Council Action.*** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account TOD program grant funds.

(c) ***County.*** "County" means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.

(d) ***Development Authority.*** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.

(e) ***Metropolitan Area.*** "Metropolitan Area" means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.

(f) ***Municipality.*** "Municipality" means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.

(g) ***Named TOD Area.*** "Named TOD Area" means the TOD area identified by name and location in the Grantee's application for TOD program funds and in the TOD Project Summary attached to this Agreement.

(h) ***Participating Municipality.*** "Participating Municipality" means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.

(i) ***Project.*** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, "Project" means the TOD development or redevelopment project identified in the application for Livable Communities Demonstration Account TOD program grant funds for

which grant funds were requested that provides the deliverables upon which the application was scored. Grant-funded activities typically are components of the Project.

(j) ***Transit Oriented Development.*** "Transit Oriented Development" means high-density, mixed-use development adjacent to transit stations using pedestrian-friendly design standards.

(k) ***Redeployment of Repaid Grant Funds***. "Redeployment of Repaid Grant Funds" means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from State or federal sources.

2.02. Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement. The Council's obligation to reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account TOD program grant funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account TOD program grant funds. The grant funds may be used for reimbursement of real estate acquisition costs if: (a) the property was purchased within the twelve-month period preceding the date by which the TOD grant program applications for the Funding Cycle were due; (b) the real estate was purchased by the Grantee or by a not-for-profit or a socially responsible developer; and (c) the Project will lead to the development of affordable housing or will result in jobs retained, created, or made more accessible to low-income and underserved populations, including opportunities for entrepreneurship. Property holding costs are an eligible use of grant funds but may not exceed five percent (5%) of the amount of the grant funds awarded for property acquisition or $100,000, whichever is less. A TOD Project Summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Except for reimbursement for real estate acquisition and holding costs as

provided in Section 2.03, grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.05. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described or identified in Attachments A and B or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit project, subject to the terms and conditions stated in Sections 2.03 and 2.04 and the following additional terms and conditions:

(a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area.

(b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.

(c) Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, when the Grantee receives Repaid Grant Funds and elects Redeployment of Repaid Grant Funds the Grantee shall report Redeployment of Repaid Grant Funds in the next annual Housing Policy and Production Survey.

(d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term "Project Owner" means the current Project Owner and any Project Owner successor(s).

(e) Pursuant to Section 2.04, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner, or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property, or other resources of the Grantee; or (3) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council

will not make the grant funds available to the Grantee in a lump sum payment, but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.

(f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents, and warrants to the Council that the Grantee's loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that sub-allocates low-income housing tax credits in the Metropolitan Area; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.

(g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) whenever the Project Owner becomes obligated to repay the Grantee's loan or defaults on the Grantee's loan; (2) when the initial thirty-year "compliance period" expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an "extended use period"; or (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project Owner's repayment obligations under its loan agreement with the Grantee. Except as otherwise provided in this Paragraph (g), the Grantee must repay to the Council all loan repayment amounts the Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent housing finance agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan.

As an alternative to such loan proceeds recovery, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

(h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee must repay to the Council all interest or other income the Grantee receives from the Project Owner. Alternatively, the Grantee may elect redeployment of interest or other income received from the Project Owner. If the Grantee elects redeployment of such interest or other income so received, the Grantee shall report such redeployment in its next annual Housing Policy and Production Survey. Upon the Council's review of any such redeployment identified

in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such interest or other funds if, after review, the Council determines such redeployment of does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the interest or other income received from the Project Owner. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

2.06. Revolving or Deferred Loans. If consistent with the application and the Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments), or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachments A and B.

As an alternative to such loan proceeds recovery for revolving loans, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

2.07. Restrictions on Loans or Grants to Subrecipients. The Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans or grants to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.07 shall be included in all subgrants, subrecipient agreements, and contracts.

2.08. Project Commencement and Changes. The Project for which grant funds were requested must be "commenced" prior to the Expiration Date. If the grant funds will be used only for land acquisition and holding costs as authorized by Section 2.03 and will not be used for any other grant-eligible activities, the property acquired for the Project must be purchased prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or to grant-funded activities described or identified in Attachments A and B.

2.09. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff

prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11. Payment Requests, Documentation, and Disbursements. The Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grant management system and reviewed and approved by the Council's authorized agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. Reimbursement of any costs does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 2.11, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GRANTEE (OR PARTICIPATING MUNICIPALITY WITHIN WHICH THE PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.**

The Council will reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the Project or grant deliverables identified in the project summary; and (b) submits a final request for payment and the Final Report as required under Section 3.03. If the required deliverables are not submitted within the term and closeout period specified in Section 4.01, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the remaining funds shall revert to the Council's Livable Communities Demonstration Account for redistribution through future funding cycles or as otherwise permitted by law.

2.12. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachments A

and B, or implementing or supporting projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.

2.13. Effect of Grant. Issuance of this Grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this section may be satisfied if other Project funding sources (*e.g.*, the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD")), or state or federal laws (*e.g.*, low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this section, "affordable housing unit" means a unit that is affordable to households at sixty percent (60%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than sixty percent (60%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this section shall survive the expiration or termination of this Agreement.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD"), or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.03 Section 8 Housing Choice Vouchers. If the Project is a housing project, or includes housing units (whether market rate or affordable) and the Grantee stated in its application that the Project housing units would be made available to households participating in the federal Housing Choice Voucher program, the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements a policy under which the Project owner will not refuse to lease Project units to households or individuals participating in the Housing Choice Voucher program because those households or individuals are Housing Choice Voucher program participants. The Housing Choice Voucher requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

3.04. Fair Housing Policy. If the Project will include a housing component, the Grantee (or Participating Municipality) must have adopted a Fair Housing Policy. For the purposes of this section, the term "Fair Housing Policy" means a written statement regarding the Grantee's (or participating Municipality's) commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx.

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

4.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

4.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period of July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Project activities described or identified in Attachments A and B. The report shall also describe the Project spending for the current reporting period and projected spending for the future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the semi-annual status reports and the Final Report with be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.05 and 2.06 shall survive the expiration or termination of this Agreement.

4.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this Grant, and that any environmental issues have been or will be adequately addressed.

V. AGREEMENT TERM

5.01 Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date.

5.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

5.03. Amendments and Extensions. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT**.

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

6.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

6.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this Grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, Title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this Section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

6.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

6.05. Permits, Bonds, and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization, and approval requirements of federal, state, and local governmental and regulatory agencies, including conservation districts.

6.06. Subgrantees, Contractors, and Subcontractors. The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Grant obtain all required permits, licenses and certifications, and comply with all

applicable state and federal Occupational Safety and Health Act regulations. If the Project for which the grant funds were awarded includes affordable units, the Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

6.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

(a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and

(b) The Council's *2050 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

6.08. Authorized Agent. Payment requests, written reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

6.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

6.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs, or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

6.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and

the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

6.12. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

6.13. Electronic Signatures. The electronic signatures of the Council's and the Grantee's authorized representatives shall be valid as an original signature of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to: (a) be "written" or "in writing"; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. "Electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (*e.g.*, via PDF) of an original signature. The Council's or the Grantee's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF APPLE VALLEY

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
City Attorney's Office

Date: _____

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

ATTACHMENT A

TOD PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account TOD program grant funds submitted in response to the Council's notice of availability of Demonstration Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the TOD Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the TOD Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the TOD Project Summary; and (4) the grant application.

TOD Project Summary

Grant # **SG-25164**
Type: **LCDA-TOD Development**
Applicant: City of Apple Valley
Project Name: Valley Station Apartments
Project Location: 15584 Gaslight Drive
Council District: 15 – Obisakin

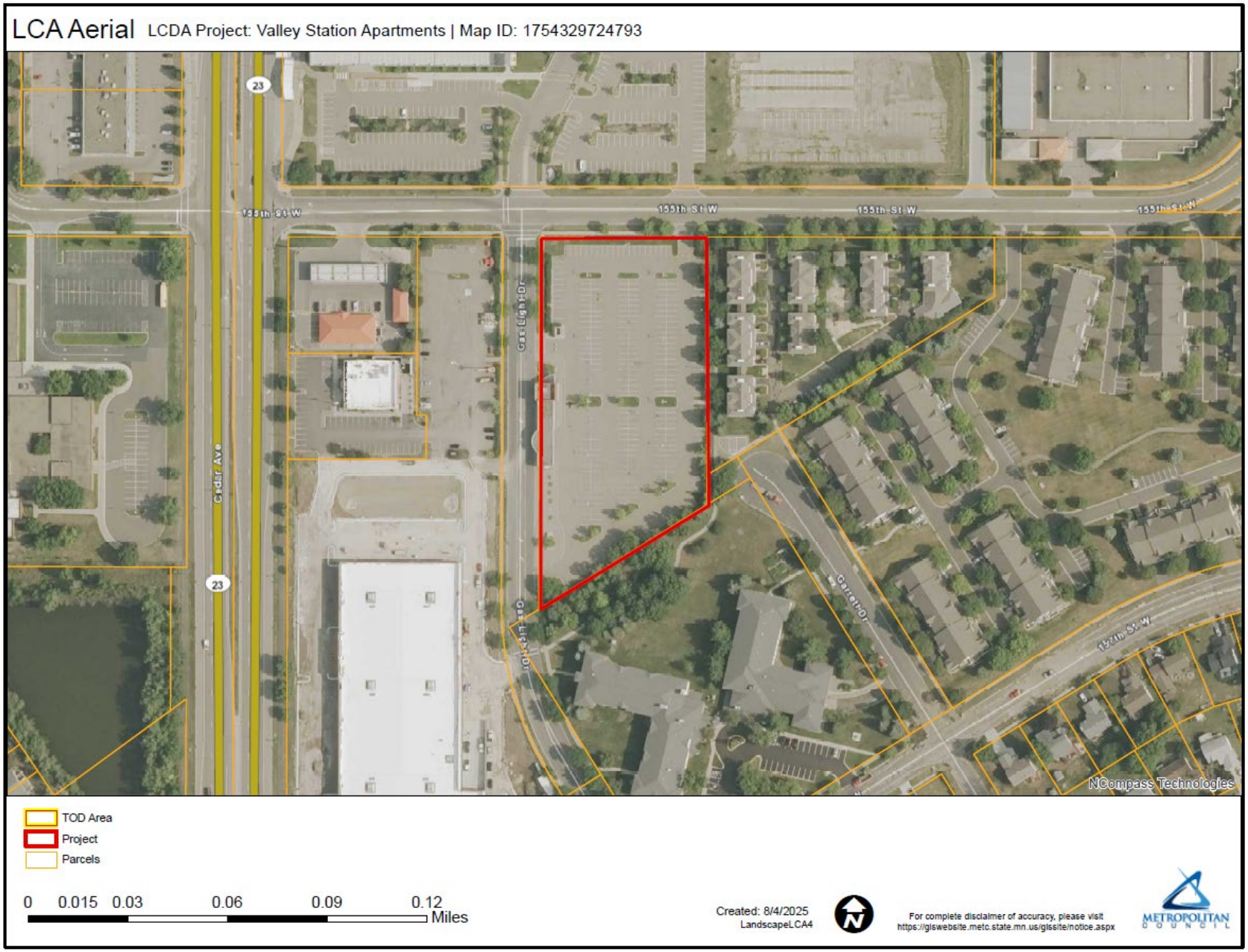
Project Detail	
Project Overview	This project will create 144 new units of mixed-income housing. 29% of the units are three-bedroom units to accommodate families. The development team is partnering with Esusu, an organization that helps renters raise their credit scores by reporting on-time rent payments.
Total Jobs	3
Living Wage Jobs	3
Total housing units	144
Affordable units	119; 25 @ 31-50% AMI; 94 @ 51-60% AMI
Anticipated # bedrooms	35 1BR; 67 2BR; 42 3BR
Funding	
Requested Amount	$1,150,000
Use of Funds & Award Amount	
$808,000	**Award Amount**
$808,000	**Activity:** Renewable energy, stormwater management, affordable housing site, demolition **Deliverable:** Demolition, EV charging and solar, underground retention system, affordable housing site improvements

ATTACHMENT B

TOD PROJECT LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Project boundaries for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Project boundaries.

TOD Project Location(s)



LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2026 (the "Effective Date"), between the City of Apple Valley, a municipal corporation under the laws of Minnesota (the "City"), and APPLE VALLEY AH I, LLLP, a Minnesota limited liability limited partnership (the "Borrower").

WITNESSETH:

WHEREAS, the Borrower has acquired and intends to develop the property located at 15584 and 15522 Gaslight Drive in the City and legally described in Exhibit A attached hereto (the "Development Property") and construct thereon a multifamily residential rental development consisting of 144 units meeting certain affordability levels (the "Project"); and

WHEREAS, to assist with the costs of the Project, the City, on behalf of the Borrower, applied for and received a Livable Communities Demonstration Account ("LCDA") grant in the total sum of $808,000 (the "LCDA Grant") from the Metropolitan Council (the "Council"); and

WHEREAS, on November 12, 2025, the Council and the City entered into a Metropolitan Livable Communities Act Grant Agreement (the "Grant Agreement"), with an expiration date of December 31, 2028, as may be extended pursuant to Section 5.03 of the Grant Agreement, as more specifically described herein and which is attached hereto as Exhibit B; and

WHEREAS, the proceeds of the LCDA Grant may be used for eligible project activities of the Project to be constructed on the Development Property and as further described in the Grant Agreement (the "Grant-Eligible Activities"), which amounts may be reallocated pursuant to Section 2.09 of the Grant Agreement; and

WHEREAS, the City desires to loan the proceeds of the LCDA Grant in the principal amount of $808,000 to the Borrower (the "Loan") to provide financing for a portion of the Grant-Eligible Activities with respect to the construction of the Project on the Development Property; and

WHEREAS, the City believes that the development of the Project, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable Minnesota and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the City and the Borrower desire to enter into this Agreement for the purpose of setting forth their respective responsibilities with respect to the Loan.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms shall have the following meaning:

Borrower Documents: any and all documents and instruments in connection with the Project as reasonably requested by the City.

Development Property: the property legally described in Exhibit A attached hereto. Notwithstanding anything to the contrary contained herein or in any of the Loan Documents, the term "Development Property" shall not include any direct or indirect ownership interests in the Borrower.

Disbursement Request Form: the form, substantially in the form attached hereto as Exhibit C, to be submitted to the City when a disbursement of the Loan is requested and which is referred to in Article VI hereof, together with such other request forms as may be reasonably required from the Council and the City.

Grant Agreement: the Metropolitan Livable Communities Act Grant Agreement No. SG-25164 between the Council and the City for the Valley Station Apartments Project, attached hereto as Exhibit B.

Grant-Eligible Activities: the activities on the Development Property funded in full or in part by the LCDA Grant, as set forth in Exhibit A of the Grant Agreement.

Investor Limited Partner: ONB Community Equity, LLC, an Indiana limited liability company.

Loan: the sum of $808,000 to be loaned by the City to the Borrower under this Agreement.

Loan Documents: collectively, this Agreement, the Mortgage, and the Note.

Mortgage: the Combination Mortgage and Security Agreement of even date herewith from the Borrower to the City securing repayment of the Note in the form approved by the City.

Note: the Note of even date herewith from the Borrower to the City in the amount of the Loan evidencing Borrower's obligation to repay the Loan in the form approved by the City.

Plans and Specifications: the final plans and specifications for the construction and installation of the Grant-Eligible Activities which have been approved by the City.

Project: the Valley Station Apartments Project including 144 units of affordable multifamily residential housing.

Project Costs: the costs of the Grant-Eligible Activities eligible to be reimbursed with the proceeds of the LCDA Grant under the Grant Agreement and as authorized by law.

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ARTICLE II
TERM OF AGREEMENT

This Agreement shall take effect and be in force from and after the Effective Date, and shall remain in effect until the Borrower has performed all of its obligations under this Agreement, the Loan Documents, and the Grant Agreement, unless earlier terminated as provided in this Agreement or the Grant Agreement.

ARTICLE III
THE LOAN

Subject to the terms and conditions of this Agreement, the City will make the Loan to the Borrower to be used for payment of Project Costs, which Loan shall be disbursed pursuant to this Agreement. In consideration for the Loan, the Borrower agrees to perform all of its obligations under this Agreement. The Loan shall be evidenced by the Note payable by the Borrower to the City which shall be dated as of the date of closing on the Loan (the "Loan Closing Date"). Proceeds of the Loan shall be disbursed in accordance with Articles V and VI hereof.

ARTICLE IV
STATEMENT OF WORK

Proceeds of the Loan may be used to construct or install any of the improvements described as Grant-Eligible Activities in the Grant Agreement in accordance with the terms set forth herein. In accordance with the Grant Agreement, the Borrower will commence construction of the Grant-Eligible Activities and pay the Project Costs with respect to the Project Improvements prior to December 31, 2028. The grant expires on December 31, 2028. If the Borrower finds it necessary to request an extension of the Grant Agreement from the Metropolitan Council, the Borrower must provide written notice to the City at least 120 days prior to the expiration date of the grant in order for the City to have sufficient time to request an extension of the Grant Agreement under Section 5.03 of the Grant Agreement.

ARTICLE V
CONDITIONS OF DISBURSEMENT

The obligation of the City to make or cause to be made disbursements of the proceeds of the Loan pursuant to Article VI hereof shall be subject to the conditions precedent that it shall have received on or before the date of the disbursement hereunder the following:

a. the Borrower Documents, the Mortgage, and the Note, duly executed and delivered by the Borrower;

b. evidence satisfactory to the City that the Grant-Eligible Activities and the construction, installation and contemplated use thereof are permitted by and comply in all

material respects with all applicable restrictions and requirements in prior conveyances, zoning ordinances, subdivision and platting requirements and other laws and regulations;

c. all other conditions specified in the authorizing City approvals and entitlements and the Grant Agreement shall have been duly satisfied by the Borrower or waived in writing by the City or the Council, as applicable;

d. no uncured Event of Default (as defined in Article VIII hereof), and no event which with the giving of notice or the lapse of time or both would constitute an Event of Default, shall have occurred and be continuing and all representations and warranties made by the Borrower in Article VII hereof shall continue to be, in all material respects, true and correct as of the date of such disbursement;

e. if required by the City, the City shall have been furnished with a statement of the Borrower and of any contractor, in form and substance acceptable to the City, to the extent reasonably available, setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every contractor, subcontractor, person, firm or corporation furnishing materials or performing labor in connection with the construction of any part of the Grant-Eligible Activities; and

f. the Borrower shall have provided to the City such documentation and information reasonably necessary to evidence its compliance with all of the provisions of this Agreement, including without limitation the provisions of the Grant Agreement applicable to the Borrower, as the City may reasonably request.

The Investor Limited Partner (together with its permitted successors and/or assigns, the "Investor Limited Partner"), shall have an opportunity, but not an obligation, to cure any Events of Default or defaults under this Agreement and under any of the other Loan Documents, and any such cure shall be accepted by the City as if cured by the Borrower itself.

ARTICLE VI
REQUESTS FOR DISBURSEMENT

6.01. Disbursement. The City and the Borrower agree that, on the terms and subject to the conditions hereinafter set forth and the conditions set forth in the Grant Agreement, including the reallocation of Project Costs among the Grant-Eligible Activities pursuant to Section 2.09 of the Grant Agreement, the Loan shall be disbursed from the City to the Borrower, or the Borrower's agent or designee, in disbursements, with the last disbursement being made upon one hundred percent (100%) completion of the Grant-Eligible Activities. Disbursements of the Loan shall not be made more often than monthly. Notwithstanding anything to the contrary contained herein, the City shall only be obligated to make the disbursements hereunder to pay Project Costs in an amount up to or equal to the lesser of the amount of the Loan or the amount actually disbursed by the Council to the City under the Grant Agreement and such obligation is further subject to the conditions of Article V hereof.

6.02. Disbursement Request.

a. When the Borrower desires to obtain a disbursement of the Loan, the Borrower shall submit to the City the Disbursement Request Form, together with any additional documents reasonably required by the City or the Council, duly signed by the Borrower.

The Disbursement Request Form shall be submitted by the Borrower at least 45 days prior to the date of the requested disbursement. The Disbursement Request Form shall constitute a representation and warranty by the Borrower to the City that all representations and warranties of the Borrower set forth in the Borrower Documents are true and correct as of the date of such Disbursement Request Form, except for such representations and warranties which, by their nature, would not be applicable as of the date of such Disbursement Request.

b. At the time of submission of the Disbursement Request Form, the Borrower shall also submit the following to the City:

1. a written lien waiver from the general contractor for work done and materials supplied by it which were paid or a conditional lien waiver from the general contractor for work done and materials supplied by it which are to be paid pursuant to the current Disbursement Request Form and from each subcontractor for work done and materials supplied by it which were paid or are to be paid for pursuant to the prior Disbursement Request Form;

2. evidence satisfactory to the City that the Grant-Eligible Activities completed as of the date of the Disbursement Request Form have been constructed or installed in accordance with the Plans and Specifications in all material respects;

3. an executed Sworn Construction Statement, in form and substance acceptable to such parties, signed by the Borrower showing all costs and expenses of any kind theretofore actually paid or incurred in constructing the Grant-Eligible Activities; and

4. a certified statement of the Borrower reflecting the use to which the proceeds of the Loan have been applied in addition to those uses reflected in the Sworn Construction Statement referred to in clause (b)(3) above.

c. Upon receipt of the Disbursement Request Form, if the City has determined that all the conditions set forth in Articles V and VI hereof have been satisfied, a request for disbursement shall be submitted to the Council. The adequacy of the request for disbursement shall be determined by the City and the Council in their sole discretion, such determination not to be unreasonably withheld, conditioned, or delayed. After submission of the Disbursement Request Form, if the Borrower has performed all of its agreements and complied with all requirements to be performed or complied with under this Agreement and the Grant Agreement, including satisfaction of all applicable conditions precedent contained

in Article V hereof, the City shall make a disbursement to the Borrower, or the Borrower's agent or designee, in the amount of the requested disbursement or such lesser amount as shall be approved, within 45 days after the date of the City's receipt of the Disbursement Request Form, or, if later, upon receipt of grant proceeds from the Council. Each disbursement shall be paid from the proceeds of the LCDA Grant, subject to the City's and the Council's determination that the relevant Project Cost is payable from the LCDA Grant under the Grant Agreement. The City is under no obligation to disburse any proceeds of the Loan until it receives a disbursement of the LCDA Grant from the Council. Notwithstanding anything to the contrary herein, if the Project Costs of the Grant-Eligible Activities exceeds the amount to be reimbursed under this Agreement, such excess shall be the sole responsibility of the Borrower.

ARTICLE VII
BORROWER'S COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS

The Borrower covenants, represents, warrants and agrees that, to the best of its knowledge:

a. The Borrower is a limited liability limited partnership duly organized and validly existing under the laws of Minnesota, is duly authorized to operate in Minnesota, has the power to enter into and execute this Agreement and by appropriate action has authorized the execution and delivery of this Agreement.

b. The Borrower Documents will not result in any breach of or constitute a default under any other mortgage, lease, loan, grant or credit agreement, organizational documents, or other instrument to which the Borrower is a party or by which it may be bound or affected.

c. The Loan Documents will constitute valid, legal and binding obligations of the Borrower enforceable against the Borrower.

d. The Borrower has or will have all necessary approvals, licenses and permits required for construction and operation of the Project except those which cannot be obtained until completion of the Grant-Eligible Activities or the Project, as the case may be.

e. The Borrower shall permit the City, upon reasonable notice, during normal business hours, and in a manner that does not unreasonably interfere with Borrower's operations, to examine all books, records, contracts, plans, permits, bills and statements of account pertaining to the Grant-Eligible Activities and to make copies as the City may require.

f. The Borrower shall obey and comply with all federal, state and local laws, rules and regulations in connection with the Project.

g. The City's actions in approving the Loan shall not be construed as an approval by the City of providing any additional funds for the Project or other improvements related to the Project.

h. The Borrower agrees to pay for all of the costs incurred to construct the Grant-Eligible Activities including any cost overruns. There are no public funds for the Grant-Eligible Activities except for the Loan.

ARTICLE VIII
DEFAULT

Any one or more of the following shall constitute an event of default (an "Event of Default") under this Agreement:

a. The Borrower shall herein default in the performance or observance of any agreement, covenant or condition required to be performed or observed by the Borrower under the terms of this Agreement or the Grant Agreement, to the extent such obligations exist, and such default shall not be remedied within 60 days after written notice to the Borrower from the City specifying such default.

b. The Borrower shall be in default of any term of any other agreement relating to the Grant-Eligible Activities which is not cured within 60 days after written notice from the City or if the default cannot be cured within 60 days within such reasonable time as is required to cure the default, provided that the Borrower is diligently pursuing a cure.

c. Any representation or warranty made by the Borrower herein or any document or certificate furnished to the City shall prove at any time to be incorrect or misleading as of the date made.

d. The Borrower engages in any illegal activities.

e. The Borrower uses any of the Loan funds contrary to this Agreement or the Grant Agreement which is not cured within 60 days after written notice from the City.

f. The Borrower shall fail to obtain and/or keep in force insurance only of the types and in the amounts as specified within this Agreement, or shall fail to indemnify and hold harmless the City as set forth herein which is not cured within 10 business days after written notice from the City, or such longer period as may be reasonably required to obtain such insurance provided Borrower is diligently pursuing the same.

g. The failure to repay any principal of the Loan when due, subject to any applicable cure periods in the Loan Documents.

ARTICLE IX
REMEDIES

Whenever any Event of Default shall have happened and is continuing beyond any applicable cure period, any one or more of the following remedial steps may be taken by the City:

a. The City may terminate this Agreement;

b. The City may suspend or terminate any further disbursements to be made under this Agreement;

c. The City may suspend its performance under this Agreement during the continuance of the Event of Default; and/or

d. The City may take whatever action at law or in equity, consistent with applicable law and subject to the limitations herein, as may be necessary or appropriate to seek repayment or reimbursement of the Loan funds disbursed to the Borrower, to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Borrower under this Agreement, or any related instrument; or to otherwise compensate the City for any damages on account of such Event of Default.

No remedy conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

ARTICLE X
ADDITIONAL PROVISIONS

a. Indemnity, Hold Harmless. The Borrower shall and does hereby agree to indemnify against and to hold the City, and its officers, councilmembers, agents, and employees including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section, collectively the "Indemnified Parties"), harmless of and from any and all liability, loss, or damage to the extent caused by Borrower's acts or omissions that it or they may incur under or by reason of this Agreement and against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Grant-Eligible Activities or the Project, and of and from any and all claims and demands whatsoever that may be asserted against one or more of the Indemnified Parties by reason of any alleged obligations or undertakings on the Borrower's part to perform or discharge any of the terms, covenants, or agreements contained herein.

Except for any willful misrepresentation or any willful, wanton, or grossly negligent misconduct of the Indemnified Parties, the Borrower agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever under this Agreement, the Grant Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project or the Grant-Eligible Activities.

This indemnification and hold harmless provision shall survive the execution, delivery, and performance of this Agreement and the creation and repayment of any indebtedness to City under this Agreement.

b. Independent Contractor. For the purpose of this Agreement, the Borrower shall be deemed an independent contractor and not an employee or agent of the City. Any and all employees or agents of the Borrower shall not be considered employees or agents of the City.

c. Compliance With Minnesota Laws. All of the data created, collected, received, stored, used, maintained or disseminated by the Borrower with respect to the Grant-Eligible Activities are subject to the requirements of Minnesota Statutes, Chapter 13, (the "Minnesota Government Data Practices Act" or "MGDPA") and, except as provided in Section 13.05, subdivision 11(b) of the MGDPA, the Borrower agrees to comply with those requirements under the MGDPA to the extent applicable. The remedies in Section 13.08 of the MGDPA may apply to the Borrower. If any provision of this Agreement is in conflict with the MGDPA or other Minnesota State laws, state law shall control. The Borrower shall comply with the conflict of interest provisions of Minnesota Statutes, Sections 471.87 through 471.88.

d. Contractor and Subcontractor Compliance. The Borrower shall comply with and shall cause all contractors and subcontractors to comply with all applicable state and federal laws, and to the extent applicable to the Borrower, the Grant Agreement. The Borrower shall require all contractors and subcontractors performing work covered by the Loan to obtain all required permits, licenses and certifications and comply with all applicable state and federal Occupational Safety and Health Act regulations.

e. Site Compliance. The Borrower shall meet or require to be met all applicable requirements of:

(1) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and

(2) The Council's *2030 Water Resources Management Policy Plan* and the City's local water management plan Property is located.

f. Fair Housing Compliance. The Borrower shall comply in all respects with the affordability and fair housing marketing plan requirements set forth in Article 3 of the Grant Agreement.

g. Environmental Site Assessment. The Borrower shall ensure that a Phase I Environmental Site Assessment or other environmental review of the Project will be carried out if appropriate for the scope and nature of the Project.

ARTICLE XI
INSURANCE

With respect to the Project, the Borrower shall maintain all insurance required by the Grant Agreement.

ARTICLE XII
RECORDS AND REPORTS

Upon request, the Borrower shall submit to the City a full account of the status of the activities undertaken as part of this Agreement. The following records shall be maintained by the Borrower, copies of which shall be submitted in such form as City may prescribe:

a. All receipts and invoices relating to expenditure of Loan funds.

b. Records shall be sufficient to reflect all costs incurred in performance of the Loan. The books, records, documents, and accounting procedures, relevant to the Loan shall be subject to examination by the City, the Council and state agencies and the legislative auditor.

ARTICLE XIII
AMENDMENT

This Agreement shall not be amended or modified without the prior written approval of the City and the Borrower.

ARTICLE XIV
INCORPORATION OF GRANT AGREEMENT

The Borrower acknowledges and agrees that all terms, conditions and obligations contained in the Grant Agreement are incorporated herein, and made a part of this Agreement. In addition to the terms, conditions and obligations described herein, the Borrower further acknowledges, accepts and assumes all of the City's obligations described in the Grant Agreement, unless such obligations can only be reasonably performed by the City, including but not limited to, the obligation to repay the LCDA Grant if required by the Council. For purposes of enforcing this Agreement, the Borrower acknowledges, accepts and agrees that the City shall inure to, and possess the rights and authority of the Council as described in the Grant Agreement.

ARTICLE XV
MISCELLANEOUS

a. Notices. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to the Borrower:
Apple Valley AH I, LLLP
579 Selby Avenue
St. Paul, MN 55102
Attn: Patrick Ostrom

With a copy to:
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attn: Sam Thompson

With a copy to:
ONB Community Equity, LLC,
an Indiana limited liability company
400 W. Market Street
Louisville, KY 40202
Attention: Breen Hagan

With a copy to:
FBT Gibbons LLP
400 West Market Street, Suite 3200
Louisville, KY 40202
Attn: Amy Curry

If to Trustee:
U.S. Bank Trust Company, National Association
111 Fillmore Ave East
EP-MN-WS3C
St. Paul, MN 55107
Attn: Global Corporate Trust

If to the City:
City of Apple Valley
7100 147th St W
Apple Valley, MN 55124
Attn: City Administrator

With a copy to:
Dougherty, Molenda, Solfest, Hills & Bauer P.A.
14985 Glazier Ave
Apple Valley, MN 55124
Attention: Sharon Hills

or addressed to either party at such other address as such party shall hereafter furnish by notice to the other party as above provided.

b. Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon the Borrower and the City and their respective successors and assigns. No delay on the part of the City in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing. The rights and remedies of the City specified in this Agreement shall be in addition to and not exclusive of any other right and remedies which the City, by operation of law, would otherwise have.

c. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties made in this Agreement by the Borrower shall survive its termination.

d. Governing Law. This Agreement and the attachments are to be construed and enforced according to and governed by the laws of Minnesota.

e. Counterparts, Electronic Signatures. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original. An electronic or facsimile signature is deemed to be the same as an original signature.

f. Time. Time is of the essence in the performance of this Agreement.

g. Entire Agreement. This Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promise made by either party or by any employee, officer or agent of either party hereto that is not in writing and signed by both parties to this Agreement shall be binding.

h. No Joint Venture. The relationship between the City and the Borrower is solely that of grantor and grantee and the relationship by and between the City and the Borrower is not, nor shall it be deemed to create, a partnership or joint venture in the Project.

i. Venue. All matters whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of Minnesota, and the Borrower agrees that all legal actions initiated by the Borrower with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in District Court in Dakota County, Minnesota.

j. Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of

performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand pay to the City the reasonable fee of such attorneys and such other expenses so incurred, but only in the event the City prevails in pursuing such claims.

k. Assignment. This Agreement may not be assigned by the Borrower without the prior written consent of City, which consent shall be in the sole discretion of the City.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Loan Agreement to be executed the day and year first above written.

APPLE VALLEY AH I, LLLP,
a Minnesota limited liability limited partnership

By: Apple Valley AH GP I, LLC,
a Minnesota limited liability company
Its: General Partner

By: _____
Name: Michael Lavin
Title: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2026, by Michael Lavin, the President of Apple Valley AH GP I, LLC, a Minnesota limited liability company, the General Partner of Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership, on behalf of the limited liability limited partnership.

_____
Notary Public

CITY OF APPLE VALLEY

By:_____
Clint Hooppaw, Mayor

By:_____
Christina M. Scipioni, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument as acknowledged before me this _____ day of _____, 2026, by Clint Hooppaw, the Mayor of the City of Apple Valley, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Christina M. Scipioni, the City Clerk of the City of Apple Valley, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lot 1, Block 2, Carroll Center Fourth Addition.

Dakota County, Minnesota
Abstract Property

EXHIBIT B

GRANT AGREEMENT

(Attach executed agreement)

EXHIBIT C

DISBURSEMENT REQUEST FORM

City of Apple Valley
7100 147th Street W
Apple Valley, MN 55124
Attn: City Administrator

The undersigned, Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), pursuant to that certain Loan Agreement, dated as _____ (the "Loan Agreement"), between the City of Apple Valley, Minnesota (the "City"), and the Borrower, hereby requests payment of the expenses listed on the attached Expense Listing.

The total amount to be disbursed for this draw is $_____.

In connection with this draw, the undersigned hereby represents as follows:

a. each obligation listed in the attached Exhibit A has been incurred and is a Project Cost related to the Grant-Eligible Activities,
b. no license or permit necessary for construction of the Grant-Eligible Activities previously issued has been revoked or the issuance thereof subjected to challenge before any court of other governmental authority having or asserting jurisdiction thereover;
c. no event has occurred and is continuing which, but for the giving of notice, the expiration of any cure period, or both, would constitute an event of default under the Loan Agreement or the Grant Agreement;
d. all funds of the Borrower's match, if any, have been fully disbursed for the payment of Project Costs; and
e. _____% of the Grant-Eligible Activities have been completed.

Apple Valley AH I, LLLP, **a Minnesota limited liability limited partnership** **By: Apple Valley AH I, LLC, a Minnesota limited liability company** **Its: Special Limited Partner** By: _____ Name: Patrick R. Ostrom Its: Vice President	Approved: **CITY OF APPLE VALLEY, MINNESOTA** By _____ Its City Administrator

Exhibit A

Expense Listing

Expense Description	Amount

NOTE

$808,000 Apple Valley, Minnesota
_____, 2026

FOR VALUE RECEIVED, the undersigned (herein called the "Borrower"), promises to pay to the order of the City of Apple Valley, a municipal corporation under the laws of Minnesota, or its assigns (the "Lender"), the sum of $808,000 (the "Loan"). Said sum was made available to the Borrower pursuant to the terms of a Loan Agreement of even date herewith (the "Loan Agreement") between the Lender and the Borrower to enable the Borrower to undertake the development of the Grant-Eligible Activities (as defined in the Loan Agreement) on the Development Property (as defined in the Loan Agreement) located in the City of Apple Valley, Minnesota.

1. This Note shall not bear interest.

2. The principal of the Loan shall be due and payable in one lump sum on the earliest of: (a) November 1, 2043, (b) the sale of any portion of the Development Property by the Borrower without the Lender's prior written consent if required in the Loan Agreement, or (c) the Borrower's default, after the expiration of all applicable notice and cur periods, under the Loan Agreement or Combination Mortgage and Security Agreement of even date herewith (the "Mortgage") from the Borrower to the Lender (the "Maturity Date"), at which time all unpaid principal and sums paid or advanced by the Lender is due and payable. This Note may also be required to be repaid in whole or in part in accordance with Article IX of the Loan Agreement. So long as the Senior Loan is outstanding, upon the prior written consent of Trustee (as defined below) the Note may be prepaid at any time without penalty.

3. If suit is instituted by Lender, or its successors or assigns, to recover on this Note, the Borrower agrees to pay all costs of such collection actually incurred, including reasonable attorneys' fees and court costs. If this Note be reduced to judgment, such judgment shall bear the lawful interest rate pertaining to judgments, but not to exceed six percent (6%) per annum.

4. The Borrower hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note.

5. This Note is given pursuant to the Loan Agreement and the Mortgage delivered by the Borrower. If either the Loan Agreement or the Mortgage is found to be invalid resulting from the acts or omissions of the Borrower, such invalidity shall constitute an Event of Default hereunder. This Note is secured by the Mortgage and such Mortgage describes the rights of the Lender as to the acceleration of the indebtedness evidenced by this Note.

All of the agreements, conditions, covenants, provisions, and stipulations contained in the Loan Agreement, the Mortgage, or any other instrument securing this Note are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note. If an Event of Default occurs under the Loan Agreement, the Mortgage, or any other instrument securing this Note, then the Lender

may at its right and option, without notice, declare immediately due and payable the principal balance of this Note and sums paid or advanced by the Lender, together with reasonable attorneys' fees and expenses incurred by the Lender in collecting or enforcing payment hereof, whether by lawsuit or otherwise, and all other sums due hereunder or any instrument securing this Note.

6. The remedies of the Lender as provided herein and in the Loan Agreement, the Mortgage, or any other instrument securing this Note shall be cumulative and concurrent and may be pursued singly, successively, or together, and, at the sole discretion of the Lender, may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

7. If any term of this Note, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

8. This Note shall be governed by and construed in accordance with the laws of Minnesota.

9. Neither the Borrower nor any member shall have any personal liability for the Borrower's obligations hereunder, it being recognized by the Lender the obligations of the Borrower hereunder are non-recourse obligations and that the remedies of the Lender are limited to the collateral security provided in connection with the Loan.

10. Borrower is indebted to U.S. Bank Trust Company, National Association, as trustee under the terms of a Trust Indenture, dated as of April 1, 2026 (the "Trustee"), in connection with a loan made to Mortgagor (the "Senior Loan") using the proceeds of certain bonds designated (i) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Series 2026A, in the original aggregate principal amount of $28,035,000 (the "Series 2026A Bonds"), (ii) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Taxable Series 2026B, in the original aggregate principal amount of $12,300,000 (the "Series 2026B Bonds"), and (iii) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Subordinate Series 2026C, in the original aggregate principal amount of $2,000,000 (the "Series 2026C Bonds" and, with the Series 2026A Bonds and the Series 2026B Bonds, the "Bonds"). The Senior Loan is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing, and Environmental Indemnity by Mortgagor in favor of Dakota County Community Development Agency ("DCCDA"), a public body corporate and politic organized and existing

under the laws of the State of Minnesota, recorded on April 21, 2026 in the Office of the County Recorder of Dakota County, Minnesota as Document No. 3720824, and as assigned to Trustee by DCCDA pursuant to that certain Assignment of Mortgage, recorded on April 21, 2026 in the Office of the County Recorder of Dakota County, Minnesota as Document No. 3720825 (collectively, the "Senior Mortgage")..

11. Borrower is indebted under that certain Combination Mortgage, Security Agreement, and Fixture Financing Statement recorded as Document No. 3720826.

12. Borrower is indebted under that certain Combination Mortgage, Security Agreement and Fixture Financing Statement recorded as Document No. 3720829.

Lender shall not exercise any of the remedies provided for in this Note or any mortgage securing the Loan or modify the terms of this Note without the prior written consent of any holder of the Senior Mortgage, which holder shall be a third-party beneficiary under this Note and may, among other things, enforce the provisions of this Section.

13. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of the date and year first written above.

APPLE VALLEY AH I, LLLP,
a Minnesota limited liability limited partnership

By: Apple Valley AH GP I, LLC,
a Minnesota limited liability company
Its: General Partner

By: _____
Name: Michael Lavin
Title: President

COMBINATION MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE SECURES A LOAN MADE UNDER AN AFFORDABLE HOUSING PROGRAM BY A STATE OR LOCAL GOVERNMENT AGENCY, AND AS SUCH IS EXEMPT FROM MORTGAGE REGISTRATION TAX PURSUANT TO MINNESOTA STATUTES, SECTION 287.04(6).

THIS COMBINATION MORTGAGE AND SECURITY AGREEMENT (hereinafter referred to as the "Mortgage") is made and given as of the ___ day of _____, 2026, by Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership (the "Mortgagor"), in favor of the City of Apple Valley, a municipal corporation under the laws of Minnesota (the "Mortgagee").

RECITALS:

WHEREAS, the Mortgagor hereby mortgages and conveys to the Mortgagee the real property and improvements situated in the County of Dakota, State of Minnesota, and legally described on Exhibit A attached hereto and made a part hereof, the leases and rents with respect to the real property and improvements and all personal property and equipment, and all products and proceeds thereof owned by Mortgagor and used in the operation of the Project (as defined in the hereinafter-described Loan Agreement) (herein, collectively the "Property"); and

WHEREAS, this Mortgage, together with the Loan Agreement of even date herewith (the "Loan Agreement") between the Mortgagor and the Mortgagee and all other documents securing the Loan as defined below (collectively, the "Loan Documents") are given in consideration of and as security for the payment of $808,000 (the "Loan"), receipt of which is hereby acknowledged and which is made to enable the Mortgagor to complete the Grant-Eligible Activities (as defined in the Loan Agreement). The Loan is evidenced by a Note (the "Note") in the amount of $808,000 executed by the Mortgagor, to the order of the Mortgagee, of even date herewith. The unpaid principal sum shall be due and payable by the Mortgagor in full on November 1, 2043 (the "Maturity Date").

AGREEMENTS:

NOW, THEREFORE, to secure (a) the due and punctual payment of principal on the Note and the obligations of the Mortgagor under the Loan Agreement and all renewals, extensions and modifications thereof any agreements or obligations issued in substitution therefore (provided the

principal amount secured by this Mortgage shall not exceed $808,000) and (b) the performance of all the covenants and agreements of the Mortgagor herein, in the Loan Agreement and in any other agreement now or hereafter entered into between the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein (the payment and other obligations evidenced by the Loan Agreement, this Mortgage and all such other agreements are hereinafter collectively referred to as the "Indebtedness"), the Mortgagor does hereby mortgage, grant, bargain, sell, assign, transfer and convey unto the Mortgagee forever, with power of sale the following:

I.

All of the Mortgagor's right, title and interest in and to the Property and the buildings, structures, other improvements, fixtures and personal property now standing or at any time hereafter constructed or placed upon the Property (the "Improvements"), including but not limited to (i) all building materials, supplies and equipment now or hereafter located on the Property and suitable or intended to be incorporated in any Improvements located or to be erected on the Property; (ii) all heating, plumbing and lighting apparatus, motors, engines and machinery, electrical equipment, incinerator apparatus, air-conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be placed or used upon the Property or in any of the Improvements now or hereinafter located thereon; (iii) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to and of any and all of the foregoing; (iv) all hereditaments, easements, appurtenances; estates, and other rights and interests now or hereafter belonging to or in any way pertaining to the Property or to any of the Improvements now or hereafter located thereof; and (v) all tangible personal property owned by the Mortgagor and now or at any time hereafter located on or relating to the Property.

II.

All rents, issues, profits, condemnation awards, revenues and income arising from the ownership, operation or sale of the Property and the Improvements and all proceeds and products thereof (herein collectively called "Revenues and Income").

To Have and To Hold the Property and the Improvements (together, the "Mortgaged Property"), and the Revenues and Income unto the Mortgagee forever; provided, nevertheless, that this Mortgage is granted upon the express condition that if the Mortgagor shall cause to be paid to the Mortgagee as and when due and payable the Indebtedness, and shall also keep and perform each and every covenant and agreement of the Mortgagor herein contained, then this Mortgage and the estate hereby granted shall cease and be and become void and shall be released of record at the expense of the Mortgagor; otherwise this Mortgage shall be and remain in full force and effect.

The Mortgagor represents, warrants and covenants to and with the Mortgagee that Mortgagor is lawfully seized of the Property and has good right and full power and authority to execute this Mortgage and to mortgage the Mortgaged Property; that the Mortgagor owns the Mortgaged Property free from all liens; security interests and encumbrances except as agreed to by the Mortgagee; that the Mortgagor will warrant and defend the title to the Mortgaged Property

and the lien and priority of this Mortgage against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, except (i) as agreed to by the Mortgagee, (ii) listed on Exhibit B attached hereto and made a part hereof, and (iii) the regulatory agreement or land use restriction agreement to be entered into relating to low-income housing tax credits (collectively, the "Permitted Encumbrances"). The covenants and warranties of this paragraph shall survive foreclosure of this Mortgage and shall run with the Property.

The Mortgagor further covenants and agrees as follows:

1. Payment of the Indebtedness and Compliance with Other Agreements.

(a) The Mortgagor will cause the principal on the Indebtedness to be duly and punctually paid in accordance with the terms of the Note, the Loan Agreement and this Mortgage, when and as due and payable. The provisions of the Note and Loan Agreement are hereby incorporated by reference into this Mortgage as fully as if set forth at length herein.

(b) Mortgagor will duly and punctually perform each and every obligation under the Loan Agreement and any other agreement on or hereafter entered into by the Mortgagor and Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein.

2. Payment of Taxes, Assessments and Other Charges; Escrow. Subject to paragraph 6 relating to contests, the Mortgagor shall pay before a penalty might attach for nonpayment thereof, all taxes and assessments and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, except that assessments may be paid in installments so long as no fine or penalty is added to any installment for the nonpayment thereof. The Mortgagor shall likewise pay all taxes, assessments and other charges, levied upon or assessed, placed or made against, or measured by, this Mortgage, or the recordation hereof, or the Indebtedness secured hereby, provided that the Mortgagor shall not be obliged to pay such tax, assessment or charge if such payment would be contrary to law or would result in the payment of an unlawful rate of interest on the Indebtedness secured hereby; and provided further that nothing herein contained shall be construed as requiring the Mortgagor to pay any net income, profits or revenues taxes of the Mortgagee. The Mortgagor shall promptly furnish to the Mortgagee all notices received by the Mortgagor of amounts due under this paragraph and shall furnish receipts evidencing such payments within 10 days after such payments are made.

3. Payment of Utility Charges. Subject to paragraph 6 relating to contests, the Mortgagor shall pay all charges made by utility companies, whether public or private, for electricity, gas, heat, water, or sewer, furnished or used in connection with the Mortgaged Property or any part thereof, and will upon written request of the Mortgagee, furnish proper receipts evidencing such payment.

4. Liens. Subject to paragraph 6 hereof relating to contests, the Mortgagor shall not create, incur or suffer to exist any lien, encumbrance or charge on the Mortgaged Property or Revenues and Income or any part thereof which may have priority over the lien hereof, other than the lien of current real estate taxes and installments of special assessments with respect to which

no penalty is yet payable, and other than any lien granted in connection with the current financing secured by the Property including without limitation the Permitted Encumbrances. Subject to paragraph 6 relating to contests, the Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

5. Compliance with Laws. Subject to paragraph 6 relating to contests, the Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof. The Mortgagor shall not use or occupy nor permit the use and occupancy of the Property without a current Certificate of Occupancy issued by the City of Apple Valley, Minnesota.

6. Permitted Contests. The Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 2 hereof, (ii) pay any charges referred to in paragraph 3 hereof, (iii) discharge or remove any lien, encumbrance or charge referred to in paragraph 4 hereof, or (iv) comply with any statute, law, rule, order, regulation or ordinance referred to in paragraph 5 hereof, so long as the Mortgagor shall (a) contest, in good faith, the existence, or the validity thereof, the amount of damages caused thereby or the extent of the Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrance or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof, and (b) shall give such security to the Mortgagee as may be reasonably demanded by the Mortgagee to insure compliance with the foregoing provisions of this paragraph 6. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 6.

7. Insurance. The Mortgagor shall keep the improvements now existing or hereafter erected on the Mortgaged Property insured against loss by fire and any other hazards for which the Mortgagee requires insurance for full replacement value of the improvements. This insurance shall be maintained only in the amounts and for the periods as required under the terms of the Loan Agreement. If the Mortgagor fails to maintain coverage described above, the Mortgagee may, at the Mortgagee's option, obtain coverage to protect the Mortgagee's rights in the Mortgaged Property in accordance with paragraph 6.

All insurance policies and renewals shall be reasonably acceptable to the Mortgagee and shall include a standard mortgage clause. If the Mortgagee requires, the Mortgagor shall promptly give to the Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor.

If the Mortgaged Property is acquired by the Mortgagee, the Mortgagor's rights to any insurance policies and proceeds resulting from damage to the Mortgaged Property prior to the acquisition shall pass to the Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

8. Preservation and Maintenance of Mortgaged Property. The Mortgagor (i) shall keep the buildings and other Improvements hereafter erected as part of the Project on the Property

in safe and good repair and condition, ordinary wear and tear and damage by insured casualty excepted (provided that the Mortgagor may proceed to demolish the existing buildings when vacant), (ii) shall reasonably maintain the parking and landscaped areas of the Mortgaged Property, (iii) shall not commit waste or permit impairment or deterioration of the Mortgaged Property, and (iv) shall not remove from the Property any of the fixtures and personal property included in the Mortgaged Property unless the same is immediately replaced with like property of at least equal value and utility (provided that Mortgagor may proceed to demolish and remove all existing personal property and fixtures located on the Property).

9. Inspection. The Mortgagee, or its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purposes of inspecting the Mortgaged Property or any part thereof. The Mortgagee shall, however, have no duty to make such inspection.

10. Protection of Mortgagee's Security. Subject to the rights of the Mortgagor under paragraph 6 hereof, if the Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then the Mortgagee, at the Mortgagee's option, upon advance written notice to the Mortgagor and ONB Community Equity, LLC, an Indiana limited liability company (the "Investor Limited Partner"), may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest, subject to all applicable notice and cure periods. The Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) effective upon the occurrence of an Event of Default, to enter upon the Mortgaged Property as the Mortgagor's agent in the Mortgagor's name to perform any and all covenants and agreement to be performed by the Mortgagor as herein provided. Any amounts disbursed or incurred by the Mortgagee pursuant to this paragraph 10 shall become additional Indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable. The Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Indebtedness or by the Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph 10 shall require the Mortgagee to incur any expense or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this paragraph 10.

11. Condemnation.

(a) The Mortgagor hereby irrevocably assigns to the Mortgagee any award or payment which becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings or by reason of sale under threat thereof, or in anticipation of the exercise of the right of condemnation or other eminent domain proceedings (hereinafter called "Taking"). Forthwith upon receipt by Mortgagor of notice of the institution of any proceeding or negotiations for a Taking, the Mortgagor

shall give notice thereof to the Mortgagee. The Mortgagee may appear in any such proceedings and participate in any such negotiations and may be represented by counsel. The Mortgagor, notwithstanding that the Mortgagee may not be a party to any such proceeding, will promptly give to the Mortgagee copies of all notices, pleadings, judgments, determinations, and other papers received by the Mortgagor therein. The Mortgagor will not enter into any agreement permitting or consenting to the Taking of the Mortgaged Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless the Mortgagee shall first have consented thereto in writing, which consent will not be unreasonably withheld. All Taking awards shall be adjusted jointly by the Mortgagor and the Mortgagee. All awards payable as a result of a Taking shall be paid to the Mortgagee, which may, at its option, apply them after first deducting the Mortgagee's expenses incurred in the collection thereof, to the payment of the Indebtedness, whether or not due and in such order of application as the Mortgagee may determine, or to the repair or restoration of the Mortgaged Property, in such manner as the Mortgagee may determine. Any application of Taking awards to principal of the Indebtedness shall not extend or postpone the due date of any installments payable under the Indebtedness or change the amount of such installments.

(b) If the Taking involves a taking of any building or other Improvements now or hereafter located on the Property, the Mortgagor shall proceed, with reasonable diligence, to demolish and remove any ruins and complete repair or restoration of the Mortgaged Property as nearly as possible to its size, type and character immediately prior to the Taking, but only to the extent that the condemnation awards are available or adequate to complete such repair or restoration.

(c) The Mortgagor shall promptly reimburse the Mortgagee upon demand for all of the Mortgagee's expense, including reasonable attorneys' fees, incurred in the collection of awards.

12. Information; Books and Records. The Mortgagor will prepare or cause to be prepared at the Mortgagor's expense and deliver to the Mortgagee immediately upon becoming aware of the existence of any condition or event which constitutes, or which after notice or lapse of time or both would constitute, an Event of Default, written notice specifying the nature and period of existence thereof and what action the Mortgagor has taken, is taking or proposes to take with respect thereto. The Mortgagor shall keep and maintain at all times at the Mortgagor's address stated below or at such other place as the Mortgagee may approve in writing, complete and accurate books of accounts and records in sufficient detail to correctly reflect the receipts and expenses in connection with the acquisition, construction, operation and/or sale of the Mortgaged Property and copies of all written contracts, leases and other instruments which affect the Mortgaged Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection by the Mortgagee or its representative during ordinary business hours.

13. Indemnification by the Mortgagor. The Mortgagor shall bear all loss, expense (including reasonable attorneys' fees) and damage in connection with, and agrees to indemnify and hold harmless the Mortgagee and its agents, servants and employees (the "Indemnified

Parties") from, all claims, demands and judgments made or recovered against the Indemnified Parties because of bodily injuries, including death at any time resulting therefrom, and/or because of damages to property of the Mortgagee or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the construction and/or operation of the Improvements prior to appointment of a receiver or foreclosure of this Mortgage or arising by reason of the presence of hazardous or toxic substances on the Property or in the Improvements or releases thereof from the Mortgaged Property, whether or not due to any act of omission or commission, including negligence of the Mortgagor or the Mortgagor's employee, servants or agents. The Mortgagor's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Mortgagor or subject to any exclusion from coverage in any insurance policy. The obligations of the Mortgagor under this paragraph shall survive the payment of the Note; provided, however, that Mortgagor shall not be required to indemnify, defend, and hold harmless the Indemnified Parties from and against any of the foregoing if such claims, demands, losses, expenses, and/or judgements made or recovered against or suffered by the Indemnified Parties are the result of the gross negligence or intentional misconduct of such Indemnified Parties.

14. Security Interest. This Mortgage shall constitute a security agreement with respect to (and the Mortgagor hereby grants the Mortgagee a security interest in) the tangible personal property and fixtures included in the Mortgaged Property, as more particularly described in Granting Clause I of this Mortgage, and the Revenues and Income, as more particularly described in Granting Clause II. The Mortgagor will from time to time, at the request of the Mortgagee, execute any and all financing statements covering such personal property and fixtures (in a form satisfactory to the Mortgagee) which the Mortgagee may reasonably consider necessary or appropriate to perfect its interest.

15. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

(a) The Mortgagor shall fail to duly and punctually pay any obligation payable under the Note or Loan Agreement which is not cured within 10 business days after written notice from the Mortgagee.

(b) The Mortgagor shall fail duly to perform or observe any of the covenants or agreements contained in this Mortgage (other than default in the performance, or breach, of any covenant of the Mortgagor in paragraph 1(a) hereof) and such failure shall continue for a period of 60 days after the Mortgagee has given written notice to the Mortgagor specifying such default or breach.

(c) The Mortgagor shall make assignment for the benefit of the Mortgagor's creditors, or shall admit in writing the Mortgagor's inability to pay the Mortgagor's debts as they become due, or shall file a petition in bankruptcy, or shall become or be adjudicated bankrupt or insolvent, however defined, or shall file a petition seeking any reorganization, dissolution, liquidation, arrangement, composition, readjustment or similar relief under any present or future bankruptcy or insolvency statute, law or regulation or shall file an answer admitting to or not contesting the material allegations of petition filed against the Mortgagor in such proceedings, or shall not, within 90 days after the filing of such petition against the Mortgagor, have same dismissed or vacated, or shall seek or consent to or

acquiesce in the appointment of any trustee, receiver or liquidator of a material part of the Mortgagor's properties or of the Mortgaged Property or shall not, within 90 days after the appointment, without the Mortgagor's consent or acquiescence, of a trustee, receiver or liquidator of any material part of the Mortgagor's properties or of the Mortgaged Property, have such appointment vacated.

(d) An Event of Default under the Loan Agreement (as defined in the Loan Agreement) or Note shall have occurred and be continuing or the Mortgagor shall be in default under any other agreement now or hereafter entered into by the Mortgagor and the Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated therein after expiration of any applicable cure periods.

The Investor Limited Partner shall have the right (but not the obligation) to cure any potential Event of Default within any applicable cure period, and such cure shall be accepted on the same basis as if made by Mortgagor.

16. Remedies. Whenever any Event of Default shall have occurred and be continuing, the Mortgagee may, at its option, exercise one or more of the following rights and remedies (and/or any other rights and remedies available to it):

(a) The Mortgagee may, by written notice to the Mortgagor, declare immediately due and payable all Indebtedness secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

(b) The Mortgagee shall have and may exercise with respect to all personal property and fixtures which are part of the Mortgaged Property and with respect to the Revenues and Income all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in Minnesota. If notice to the Mortgagor of the intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Mortgagor in the manner specified in paragraph 20 at least 10 calendar days prior to the date of intended disposition. The Mortgagor shall pay on demand all costs and expenses incurred by the Mortgagee in exercising such rights and remedies, including without limitation, reasonable attorneys' fees and legal expenses.

(c) The Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage by action or advertisement, pursuant to the statutes of Minnesota in such case made and provided, power being expressly granted to sell the Mortgaged Property at public auction and convey the same to the purchaser in fee simple the Mortgagor's interest in the Property at the time of such sale and, out of the proceeds arising from such sale, to pay all Indebtedness secured hereby, and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges and fees the Mortgagor agree to pay.

THE MORTGAGOR HEREBY CONSENTS TO AND ACKNOWLEDGES THE RIGHT OF THE MORTGAGEE, AT MORTGAGEE'S OPTION, TO ACT TO FORECLOSE THIS MORTGAGE BY ACTION OR ADVERTISEMENT PURSUANT TO MINNESOTA

STATUTES, CHAPTER 580 OR 581. A POWER OF SALE BEING HEREIN EXPRESSLY GRANTED WHICH SHALL ALLOW THE MORTGAGEE TO SELL AT PUBLIC AUCTION AFTER SERVICE OF NOTICE THEREOF UPON THE OCCUPANT OF THE MORTGAGED PROPERTY, THE MORTGAGOR ACKNOWLEDGES THAT SUCH SERVICE NEED NOT BE MADE ON THE MORTGAGOR PERSONALLY UNLESS THE MORTGAGOR IS AN OCCUPANT OF THE MORTGAGED PROPERTY AND THAT NO HEARING IS REQUIRED IN CONNECTION WITH THE SALE. MORTGAGOR EXPRESSLY WAIVES ANY AND ALL RIGHTS TO PRIOR NOTICE OF SALE AND ANY AND ALL RIGHTS TO PRIOR HEARING IN CONNECTION WITH THE SALE. OUT OF THE PROCEEDS OF SUCH SALE THE PRINCIPAL AMOUNT OF THE LOAN SHALL BE PAID TOGETHER WITH ALL LEGAL COSTS AND CHARGES OF FORECLOSURE WITH MAXIMUM ATTORNEYS' FEES PERMITTED BY LAW.

(d) The Mortgagee shall be entitled, without notice and without any showing of waste of the Mortgaged Property, inadequacy of the Mortgaged Property as security for the Indebtedness, or insolvency of the Mortgagor, to the appointment of a receiver of the rents and profits of the Mortgaged Property, including those past due.

(e) The Mortgagee may pursue one or more of the remedies provided for in the Loan Agreement or any other agreement now or hereafter entered into between the Mortgagor and the Mortgagee in connection with the Loan Agreement or the Grant-Eligible Activities contemplated herein.

17. Estoppel Certificate. The Mortgagor agrees at any time and from time to time, upon not less than 15 days' prior notice by the Mortgagee, to execute, acknowledge and deliver, without charge, to the Mortgagee or to any person designated by the Mortgagee, a statement in writing certifying, to the best of its knowledge, that this Mortgage is unmodified (or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof), the principal amount then secured hereby, that the Mortgagor has not received any notice of default or notice of acceleration or foreclosure of this Mortgage (or if the Mortgagor has received such a notice, that it has been revoked, if such be the case), that to the knowledge of the Mortgagor no Event of Default exists hereunder (or if any such Event of Default does exist, specifying the same and stating that the same has been cured, if such be the case), the Mortgagor to the Mortgagor's knowledge has no claims or offsets against the Mortgagee (or if the Mortgagor has any such claims, specifying the same), and the dates to which the principal and the other sums and charges payable by the Mortgagor pursuant to the Loan Agreement have been paid. In the event the Mortgagor fails to execute, acknowledge and deliver such statement within the time above required, the Mortgagor hereby appoints and constitutes the Mortgagee as the Mortgagor's attorney-in-fact to do so (which power of attorney is coupled with an interest and is irrevocable), the Mortgagor shall be fully bound by any such statement executed by the Mortgagee on the Mortgagor's behalf to the same extent as if the Mortgagor had executed, acknowledged and delivered the same. The Mortgagee agrees to provide statements of the principal balance payable pursuant to the Note from time to time upon request of the Mortgagor.

18. Forbearance Not a Waiver, Rights and Remedies Cumulative. No delay by the Mortgagee in exercising any right shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by the Mortgagee of any particular provision of this Mortgage shall

be deemed effective unless in writing signed by the Mortgagee. All such rights and remedies provided for herein or which the Mortgagee may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises. The Mortgagee's taking action pursuant to paragraph 10 or receiving proceeds, awards or damages pursuant to paragraph 7 or 11 shall not impair any right or remedy available to the Mortgagee under paragraph 16 hereof. Acceleration of maturity of the Indebtedness, once claimed hereunder by the Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity of the Indebtedness.

19. Successors and Assigns Bound; Number; Gender; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, legal representatives, successors and assignees of the Mortgagee and the Mortgagor. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall apply to all genders. In exercising any rights hereunder or taking any actions provided for herein, the Mortgagee may act through its employees, agents or independent contractor as authorized by Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

20. Notice. Any notice from the Mortgagee to the Mortgagor and/or Investor Limited Partner, as applicable, under this Mortgage shall be deemed to have been given by the Mortgagee and received by the Mortgagor and/or Investor Limited Partner, as applicable, when mailed by certified mail by the Mortgagee or its agents to the Mortgagor and/or Investor Limited Partner, as applicable, at the address set forth in paragraph 26(a) below or at such other address as the Mortgagor and/or Investor Limited Partner, as applicable, may designate in writing to the Mortgagee.

21. Governing Law; Severability. This Mortgage shall be governed by the laws of Minnesota. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions and to this end the provisions of the Mortgage are declared to be severable.

22. Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Waiver of Marshaling. The Mortgagor, any party who consents to this Mortgage and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Mortgage hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein and waives any right to have the Mortgaged Property sold in separate tracts pursuant to Minnesota Statutes, Section 580.08.

24. Construction Mortgage. This Mortgage secures an obligation incurred for the construction of an improvement on land and is a construction mortgage.

25. Application of Rents. Notwithstanding anything to the contrary herein, all Rents collected by the Mortgagee or any receiver each month shall be applied as determined by Mortgagor, or as otherwise determined by applicable law.

26. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property (as more particularly described in Granting Clause I of this Mortgage) which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of the Mortgagor:

Apple Valley AH I, LLLP
579 Selby Avenue
St. Paul, MN 55102
Attn: Patrick Ostrom

With a copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attn: Sam Thompson

With a copy to Investor Limited Partner: ONB Community Equity, LLC
400 West Market Street
Louisville, KY 40202
Attn: Breen Hagan

With a copy to: FBT Gibbons LLP
400 West Market Street, Suite 3200
Louisville, KY 40202
Attn: Amy Curry

(b) Name and Address of the Mortgagee:

City of Apple Valley
7100 147th St W
Apple Valley, MN 55124
Attn: City Administrator

With a copy to: Dougherty, Molenda, Solfest, Hills & Bauer P.A.
14985 Glazier Ave
Apple Valley, MN 55124
Attention: Sharon Hills

This document covers goods which are or are to become fixtures.

27. Additional Provisions.

(a) The Mortgagee agrees, notwithstanding any other provision herein to the contrary, that in the event of a foreclosure of the Property, that no tenant may be evicted or tenancy terminated (other than for good cause), and the rent on no apartment unit may be increased, for the three year period following foreclosure if such eviction, termination of tenancy or increase in rent would be contrary to the provisions of Section 42(h)(6)(E) of the Internal Revenue Code of 1986, as amended. This Mortgage is expressly subordinate to this provision.

(b) This Mortgage and the Note shall be construed according to the laws of Minnesota.

(c) In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part hereof, the Mortgagor shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that no Event of Default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to the Mortgagee for repayment of the remaining balance of the Loan.

(d) The Mortgagor will permit the Mortgagee's authorized representatives to enter the Property at all times during normal business hours for the purpose of inspecting the same; provided the Mortgagee shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.

(e) The Mortgagor hereby agrees to defend, indemnify, and hold harmless Mortgagee from and against any and all claims, losses, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees, incurred by the Mortgagee as a result of any hazardous materials or substances which are on the Property in violation of applicable environmental laws at any time during which the Mortgagor shall be in custody or control of the Property. This indemnification shall remain in full force and effect and shall survive the repayment of the Loan and the exercise of any remedy by the Mortgagee hereunder including a foreclosure of the Mortgage or the acceptance of a deed in lieu of foreclosure.

(f) The Mortgagor shall have the right and privilege, but not the obligation, to borrow additional funds and to further encumber the security and collateral given and pledged to the Mortgagee hereunder at any time, from time to time, and as often as the Mortgagor shall determine, but only with the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld, delayed and conditioned, except for the Permitted Encumbrances set forth in Exhibit B. Notwithstanding the foregoing, the prior written consent of the Mortgagee shall not be required for unsecured loans made by partners of the Mortgagor pursuant to the Mortgagor's partnership agreement.

(g) If the Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage, subject to any applicable cure periods, or if any action or proceeding is commenced which affects the Property or the interest of the Mortgagee therein, or the title thereto, then the Mortgagee, at Mortgagee's option, upon 60 days advance written notice to the Mortgagor, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest. The Mortgagee shall be the sole judge of the legality, validity and priority of any claim, lien, encumbrance, tax assessment, charge and premium paid by it and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby given the irrevocable power of attorney (which power is coupled with an interest and is irrevocable) effective 60 days after written notice, to enter upon the Property as the Mortgagor's agent in the Mortgagor's name to perform any and all covenants and agreements to be performed by the Mortgagor as herein provided. Any amounts disbursed or incurred by the Mortgagee pursuant to this paragraph shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree in writing to other terms of repayment, such amounts shall be immediately due and payable. The Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the indebtedness or by the Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require the Mortgagee to incur any expense or do any act hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this paragraph.

(h) Mortgagor is indebted to U.S. Bank Trust Company, National Association, as trustee under the terms of a Trust Indenture, dated as of April 1, 2026 (the "Trustee"), in connection with a loan made to Mortgagor (the "Senior Loan") using the proceeds of certain bonds designated (i) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Series 2026A, in the original aggregate principal amount of $28,035,000 (the "Series 2026A Bonds"), (ii) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Taxable Series 2026B, in the original aggregate principal amount of $12,300,000 (the "Series 2026B Bonds"), and (iii) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Subordinate Series 2026C, in the original aggregate principal amount of $2,000,000 (the "Series 2026C Bonds" and, with the Series 2026A Bonds and the Series 2026B Bonds, the "Bonds"). The Senior Loan is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing, and Environmental Indemnity by Mortgagor in favor of Dakota County Community Development Agency ("DCCDA"), a public body corporate and politic organized and existing under the laws of the State of Minnesota, recorded on April 21, 2026 in the Office of the County Recorder of Dakota County, Minnesota as Document No. 3720824, and as assigned to Trustee by DCCDA pursuant to that certain Assignment of Mortgage, recorded on April 21, 2026 in the Office of the County Recorder of Dakota County, Minnesota as Document No. 3720825 (collectively, the "Senior Mortgage").

(i) Mortgagor is indebted to Combination Mortgage, Security Agreement, and Fixture Financing Statement recorded as Document No. 3720826

(j) Mortgagor is indebted to Combination Mortgage, Security Agreement and Fixture Financing Statement recorded as Document No. 3720829.

Notwithstanding anything to the contrary in this Mortgage, the Note or any other loan documents evidencing or securing the Loan, Mortgagor and Mortgagee acknowledge and agree that the Trustee has senior and superior rights under the Senior Mortgage with respect to the Mortgaged Property. This Mortgage is subject and subordinate to the Senior Mortgage and, to the extent any provisions in this Mortgage conflict with or limits or exceeds in any way such senior and superior rights of the Trustee under the Senior Mortgage, such conflicting, limiting or exceeding provisions shall be abated and not enforced by Mortgagee so long as the Senior Mortgage encumbers the Mortgaged Property.

THE MORTGAGOR ACKNOWLEDGES THAT THIS IS A LEGAL DOCUMENT AND THAT BEFORE SIGNING THE MORTGAGOR HAS FULLY UNDERSTOOD THE TERMS AND CONDITIONS HEREIN, AND THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER OR HAS SOUGHT LEGAL COUNSEL TO EXPLAIN SUCH TERMS AND CONDITIONS, RIGHTS AND THE WAIVER OF SUCH RIGHTS.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed as of the day and year first above written.

APPLE VALLEY AH I, LLLP,
a Minnesota limited liability limited partnership

By: Apple Valley AH GP I, LLC,
a Minnesota limited liability company
Its: General Partner

By: _____
Name: Michael Lavin
Title: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2026, by Michael Lavin, the President of Apple Valley AH GP I, LLC, a Minnesota limited liability company, the General Partner of Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership, on behalf of the limited liability limited partnership.

_____
Notary Public

This document drafted by:

Dougherty, Molenda, Solfest, Hills & Bauer P.A.
14985 Glazier Avenue, Suite 525
Apple Valley, MN 55124

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 2, Carroll Center Fourth Addition.

Dakota County, Minnesota
Abstract Property

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Development Agreement, dated September 25, 2025, filed April 21, 2026, as Document No. 3720818.

2. Planned Development Agreement, dated September 25, 2025, and filed April 21, 2026, as Document No. 3720819.

3. Stormwater Maintenance Agreement, dated September 25, 2025, filed April 21, 2026, as Document No. 3720820.

4. Sanitary Sewer Easement, dated April 17, 2026, filed April 21, 2026, as Document No. 3720821.

5. Storm Sewer Easement, dated April 17, 2026, filed April 21, 2026, as Document No. 3720822.

6. Regulatory Agreement dated April 1, 2026, filed April 21, 2026, as Document No. 3720823.

7. Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Environmental Indemnity dated April 1, 2026, filed April 21, 2026, as Document No. 3720824.

8. Assignment of Mortgage, dated April 1, 2026, filed April 21, 2026, as Document No. 3720825.

9. Combination Mortgage, Security Agreement, and Fixture Financing Statement, dated April 17, 2026, filed as Document No. 3720826.

10. Declaration of Restrictive Covenants, dated April 17, 2026, filed April 21, 2026, as Document No. 3720827.

11. Local Affordable Housing Aid Request for Notice of Foreclosure dated April 17, 2026, filed April 21, 2026, as Document No. 3720828.

12. Combination Mortgage, Security Agreement, and Fixture Financing Statement dated April 1, 2026, filed April 21, 2026, as Document No. 3720829.

13. Tax Increment Financing (TIF) Program Declaration of Covenants, Conditions and Restrictions, dated April 1, 2025, filed April 21, 2026, as Document No. 3720830.

14. Tax Increment Financing (TIF) Program Request for Notice of Foreclosure dated April 17,

2026, filed April 21, 2026, as Document No. 3720831.

15. Declaration of Land Use Restrictive Covenants for Low-Income Housing Tax Credits 2026 Allocation Year, dated April 17, 2025, filed April 21, 2026, as Document No. 3720832.

16. Agreement Regarding Restrictions on Sale of Units, dated March 13, 2025, filed April 21, 2026, as Document No. 3720833.

17. Subordination Agreement, dated April 1, 2026, filed April 21, 2026, as Document No. 3720834.

18. Subordination Agreement, dated April 1, 2026, filed April 21, 2026, as Document No. 3720835.

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attn: B. Hans Ipson, Esq.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this 1st day of April, 2026, by and between (i) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association ("**Senior Lender**") and (ii) CITY OF APPLE VALLEY, a statutory city, municipal corporation, and political subdivision organized and existing under the laws of the State of Minnesota ("**Subordinate Lender**").

RECITALS

A. Apple Valley AH I, LLLP, a limited liability limited partnership organized under the laws of the State of Minnesota (**"Borrower"**) is the owner of certain land located in Dakota County, Minnesota, described in Exhibit A ("**Land**"). The Land is being improved with a multifamily rental housing project ("**Improvements**").

B. Dakota County Community Development Agency, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "**Issuer**"), made a loan to the Borrower (the "**Senior Loan**") upon the terms of that certain Loan Agreement dated as of April 1, 2026 between Issuer and Borrower (the "**Senior Loan Agreement**") using the proceeds of certain bonds designated (i) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Series 2026A, in the original aggregate principal amount of $28,035,000, (ii) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Taxable Series 2026B, in the original aggregate principal amount of $12,300,000, and (iii) Multifamily Housing Revenue Bonds (Valley Station Apartments Project), Subordinate Series 2026C, in the original aggregate principal amount of $2,000,000. The Senior Loan was assigned by Issuer to Senior Lender, as trustee, pursuant to the terms of that certain Trust Indenture, dated as of April 1, 2026 between Issuer and Senior Lender (the "**Indenture**"). The Senior Loan is secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing, and Environmental Indemnity by Borrower in favor of Issuer, as assigned by Issuer to Senior Lender (as assigned, the "**Senior Mortgage**"), dated as of April 1, 2026, encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the "**Mortgaged Property**."

C. Pursuant to a Loan Agreement dated [_____], 2026 between Subordinate Lender and Borrower ("**Subordinate Loan Agreement**"), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of $808,000 ("**Subordinate Loan**"). The Subordinate Loan is or will be secured by a **Combination Mortgage and Security Agreement** dated [_____], 2026 ("**Subordinate Mortgage**") encumbering all or a portion of the Mortgaged Property.

D. The Senior Mortgage is recorded in the Office of the County Recorder of Dakota County, Minnesota ("**Recording Office**") as Instrument Number 3720824, as assigned by Issuer to Senior Lender pursuant to that certain Assignment of Mortgage recorded in the Recording Office as Instrument Number 3720825. The Subordinate Mortgage will be recorded in the Recording Office on or about the date hereof.

E. The execution and delivery of this Agreement is a condition of Senior Lender's consent to Subordinate Lender's making of the Subordinate Loan and Borrower's granting of the Subordinate Mortgage.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions. The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

"**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

"**Condemnation**" means any proposed or actual condemnation or other taking, whether direct or indirect, or any conveyance in lieu thereof, of all or any part of the Mortgaged Property.

"**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents from the Mortgaged Property, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

"**Enforcement Action Notice**" means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

"**Impositions**" means all taxes, assessments, charges, fees, insurance premiums, and other amounts payable with respect to the ownership, use, or operation of the Mortgaged Property or the Improvements that may become a Lien if not paid when due.

"**Indenture**" means the Trust Indenture between the Issuer and Senior Lender dated as of April 1, 2026.

"**Lien**" means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

"**Loss Proceeds**" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"**Notice**" means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

"**Senior Indebtedness**" means the "Indebtedness" as defined in the Senior Loan Agreement.

"**Senior Lender**" means the "Senior Lender" as defined in this Agreement. When any other person or entity becomes the legal holder of the Senior Indebtedness, such other person or entity will automatically become Senior Lender.

"**Senior Loan Documents**" means the Indenture and "Loan Documents" as defined in the Senior Loan Agreement, as such documents may be amended.

"**Senior Mortgage Default**" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Loan Agreement.

"**Subordinate Indebtedness**" means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

"**Subordinate Lender**" means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Documents**" means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

"**Subordinate Mortgage Default**" means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

"**Subordinate Note**" means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

2. Subordinate Lender's Representations and Warranties.

(a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:

(i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.

(ii) No Subordinate Mortgage Default has occurred and is continuing.

(iii) The current unpaid principal balance of the Subordinate Indebtedness is $808,000.

(iv) No scheduled payments under the Subordinate Note have been prepaid.

(b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:

(i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.

(ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.

(iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

(a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.

(b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

(c) Payments Before Senior Mortgage Default. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date.

(d) Payments After Senior Mortgage Default or Bankruptcy.

(i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of this Section 3(d) will apply.

(ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:

(A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.

(B) Any proceeds from any Enforcement Action.

(C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.

(iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.

(e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Mortgage Default and Cure Rights.

(i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.

(ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:

(A) Discontinues its pursuit of any cure.

(B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.

(iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.

(iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

(i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice.

(ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:

(A) The expiration of such 90-day period or such longer period as provided in Section 4(a).

(B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.

(iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.

(iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

(c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Mortgage Default of which Senior

Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Mortgage Default under the Senior Loan Documents arising solely from such Subordinate Mortgage Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

(a) Notice of Senior Mortgage Default and Cure Rights.

(i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.

(ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.

(iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property.

(iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

(i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it

may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

(A) To conduct a separate sale of any portion of the Mortgaged Property.

(B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.

(C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.

(ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:

(A) Extend the time for or waive any payment or performance under the Senior Loan Documents.

(B) Modify or amend in any respect any provision of the Senior Loan Documents.

(C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

(c) Termination Upon Foreclosure. The lien of the Subordinate Loan Documents will automatically terminate upon the acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

6. Conflicts. If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

(a) Extend Borrower's time to cure any Senior Mortgage Default or Subordinate Mortgage Default.

(b) Give Borrower the right to receive notice of any Senior Mortgage Default or Subordinate Mortgage Default, other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents.

(c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

(a) Insurance.

(i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.

(ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.

(iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

(i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

(ii) All Loss Proceeds will be applied either to payment of the costs and expenses of restoring the Improvements or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in

accordance with the Senior Loan Documents. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.

(iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any restoration of the Improvements or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.

(iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.

(c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent, then such amendment or assignment will be void ab initio and of no effect whatsoever.

(d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents unless the Senior Loan Documents specifically provide for such increase in Senior Indebtedness.

(e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or

retail leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.

(f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).

(g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.

(h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.

8. Refinancing. Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

9. Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

10. Notices.

(a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally

delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

U.S. Bank Trust Company, National Association
111 Fillmore Ave East
EP-MN-WS3C
St. Paul, MN 55107
Attention: Global Corporate Trust

Notices intended for Subordinate Lender will be addressed to:

City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124
Attention: City Administrator

(b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Reserved.

12. Miscellaneous Provisions.

(a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Subordinate Lender or the Borrower, the Senior Lender may freely transfer or assign the Senior Loan and the Senior Loan Documents, including this Agreement, in whole or in part, and the Subordinate Lender acknowledges and agrees that any future legal holder of the Senior Lender's interest under the Senior Loan Documents will automatically be a legal successor and permitted assignee of Senior Lender hereunder, without the

necessity of any further action or instrument. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.

(b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.

(c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.

(d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.

(e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.

(f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

(g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:

(i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.

(ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.

(iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

(iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

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

(i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.

(j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.

(k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.

(l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

(m) Senior Lender and Senior Loan Documents. The Senior Lender is entering into this Agreement in connection with its role as Trustee under the Indenture. Article VIII of the Indenture is hereby made applicable to this Agreement as if this Agreement were (solely for this purpose) contained in the Indenture and the Senior Lender shall be entitled to the same protections, limitations from liability and indemnities afforded the Trustee thereunder. The Senior Lender shall have only such duties as are specifically set forth in this Agreement, and the Subordinate Lender agrees, to the extent permitted by applicable law, to indemnify and save the Senior Lender, their officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their rights, obligations, powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Senior Lender's negligence or willful misconduct. No provision of this Agreement shall require the Senior Lender to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

If there is any conflict or inconsistency between the terms of the Senior Loan Documents and the terms of this Agreement, then the terms of the Senior Loan Documents will control.

13. Reserved.

14. Attached Exhibits. The following Exhibits, if marked with an "X" in the space provided, are attached to this Agreement:

|X| Exhibit A Description of the Land (required)
|__| Exhibit B Ground Lease Description (if applicable)

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee

By: _____
Name: Blia Lee
Title: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was executed before me this _____ day of _____, 2026, by Blia Lee, as Vice President of U.S. Bank Trust Company, National Association, a national banking association, on behalf of said entity.

_____
Notary Public

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SUBORDINATE LENDER:

CITY OF APPLE VALLEY, a statutory city, municipal corporation, and political subdivision organized and existing under the laws of the State of Minnesota

By:_____
Clint Hooppaw, Mayor

By:_____
Name: _____
Title: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Clint Hooppaw, the Mayor of the City of Apple Valley, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the City Administrator of the City of Apple Valley, a municipal corporation under the laws of Minnesota, on behalf of the City.

_____
Notary Public

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated April 1, 2026, by and between U.S. Bank Trust Company, National Association and City of Apple Valley and consents to the agreement of the parties set forth in this Agreement.

APPLE VALLEY AH I, LLLP,
a Minnesota limited liability limited partnership

By: Apple Valley AH GP I, LLC,
a Minnesota limited liability company, its General Partner

By: _____
Michael Lavin
President

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Michael Lavin, the President of Apple Valley AH GP I, LLC, a Minnesota limited liability company, as the General Partner of Apple Valley AH I, LLLP, a Minnesota limited liability limited partnership, on behalf of said limited liability limited partnership.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 2, Carroll Center Fourth Addition, Dakota County, Minnesota.

42354124v2

ITEM: 4.E.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:	
Approve statement of work with Mueller Water Products, Inc., for the Sprypoint Conversion	
Staff Contact:	**Department / Division:**
Candi Lemarr, Finance Director	Finance

Action Requested:

Approve statement of work with Mueller Water Products, Inc., for the Sprypoint Conversion

Summary:

Mueller is the City's utility billing meter provider. The proposed statement of work is related to the CIS File Interface for the system conversion from CIS to Sprypoint.

Background:

The City is in the process of implementing a new utility billing software, called Sprypoint. The system is expected to go live in early 2027.

Budget Impact:

N/A

Attachments:

1. Mueller Quote

MUELLER

SALES QUOTATION

Phone: (800) 423-1323
Website: www.MuellerSystems.com

Attention: Kent Zimmerman - Portal User
Phone: (952) 953-2442
Email: kent.zimmerman@applevalleymn.gov

Company Address:
6442 140TH ST. W.
APPLE VALLEY,MN,55124

Prepared For:
APPLE VALLEY (MN), CITY OF
Account #: 94239500

End User:
APPLE VALLEY (MN), CITY OF

Created Date: 06/15/2026
Quote #: Q-198405
Quote Status: Valid
Quote Expires: 07/31/2026

Terms are located at:
www.muellerwaterproducts.com/terms-conditions

Currency Type: USD

Prepared by:
Todd Cunningham

Comments & Consideration

*** Freight Policy – orders less than $15,000 net, a 3% freight charge will be added for each shipment.**
* Purchase of any LoRaWAN Network-as-a-Service part number, such as “MSW-LW-PH-ALL”, is subject to SaaS and NaaS Agreement.
* Seller reserves the right to increase product pricing at any time during the validity of this quote due to any costs incurred beyond its control, such as tariffs or other sub-tier cost increases.
* $50 minimum order, $75 non-box quantity
Should you have any questions, please do not hesitate to contact Todd-Cunningham

Quote Line Items

PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
MS-T-CIS-FILE	CIS FILE INTERFACE	1	15,213.60	15,213.60
			SUBTOTAL:	USD 15,213.60

TOTAL: USD 15,213.60

ITEM:	4.F.
MEETING DATE:	July 23, 2026
SECTION:	Consent Agenda

Description:	
Approve agreement with Davey Resources Group, for Project 2026-148, Natural Resources Management Plan	
Staff Contact: Taylor Stockert, City Forester Samantha Berger, Natural Resources Coordinator	**Department / Division:** Public Works/Natural Resources

Action Requested:

Approve agreement with Davey Resources Group, for Project 2026-148, Natural Resources Management Plan

Summary:

On June 12, 2026, City staff solicited a request for proposal from four different companies to create a Citywide Natural Resources Management Plan. Davey Resources Group submitted the only proposal. Two of the four companies indicated they were unable to take on this project. The provided proposal from Davey is for $98,305.

The City of Apple Valley will complete a Citywide All-Lands Management Plan to guide long-term community forestry and natural resource management across all City-owned lands. Apple Valley has never had a comprehensive plan for managing its canopy, wooded areas, and natural spaces. This project will establish that framework—integrating strategies for canopy restoration following extensive emerald ash borer (EAB) losses, invasive species control, and sustainable vegetation management across parks, rights-of-way, and stormwater pond buffers.

The plan will include an Urban Forestry Management Plan identifying priority replanting zones, a boulevard tree management plan, and management strategies for buffers around stormwater ponds, wetlands, and lakes. Vegetation management components will focus on tree removal where needed, targeted replanting with diverse native species, and long-term monitoring to improve canopy cover and habitat quality.

Expected outcomes include a Citywide GIS-based framework for canopy expansion, clear management zones for forested and natural areas, and actionable implementation priorities that will protect, enhance, and equitably expand Apple Valley's urban forest for decades to come. This plan will help inform investments in our natural areas and how we prioritize portions of the $2 million dollars allocated towards Natural Resources as part of the 2023 Parks Referendum. In addition, the plan will help inform Natural Resources components required as part of the 2050 Comprehensive Plan.

A technical services agreement is included in the Council agenda. This agreement was reviewed by the City attorney. The agreement will be routed to the appropriate parties via electronic signature.

Background:

At the May 28, 2026, City Council Meeting, Council authorized Project 2026-148 Natural Resources Management Plan and approved a $90,000 grant agreement with the Minnesota Department of Natural Resources (DNR) for a Citywide All-Lands Management Plan Urban Forestry Management Plan.

Budget Impact:

Funding for this project includes $90,000 in DNR ReLeaf Grant funding. In addition, the City allocated a total of $100,000 in 2026 and 2027 to support creation of a Citywide Natural Resources Management Plan.

Attachments:

1. Agreement

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into this ___ day of_____, 2026, by and between the City of Apple Valley, a Minnesota municipal corporation, (the "City") and Davey Resource Group, Inc., a Delaware Corporation, (the "Consultant").

WHEREAS, Consultant provides urban forestry, natural resource planning, Geographic Information System (GIS), tree inventory, and urban forest management services for municipalities and other public agencies; and

WHEREAS, Consultant has experience conducting large-scale tree inventories, assessing urban forest conditions, and developing data-driven urban forestry and natural resources management plans; and

WHEREAS, the City issued a Request for Proposals for professional services related to the preparation of a comprehensive Urban Forest and Natural Resources Management Plan, including a citywide tree inventory and analysis of natural resource management practices; and

WHEREAS, Consultant submitted a proposal to provide the type and kind of consulting services sought by the City , attached hereto as **Exhibit A** hereto; and

WHEREAS, the City desires to engage Consultant to provide professional consulting services for the inventory, assessment, planning, and management of the City's urban forest and natural resources in accordance with the Scope of Services as set forth in the Proposal in **Exhibit A**; and

WHEREAS, Consultant desires to accept such engagement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and Consultant hereby agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. TERM. This Agreement will become effective upon full execution of this Agreement by both parties and will continue until the work identified in its proposal in **Exhibit A** is completed unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. INDEPENDENT CONTRACTOR STATUS. The City and Consultant expressly agree that Consultant is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

Section 3.01. CONSULTANT'S SERVICES. The City hereby retains Consultant (on a non-exclusive basis) for the purpose of providing the services, licensing, and advising and consulting of the City on those matters described in **Exhibit A ("Scope of Work")**, attached hereto and incorporated by reference.

Section 3.02. METHOD OF PERFORMING SERVICES. Consultant shall determine the method, details, and means of performing the services.

Section 3.03. PLACE OF WORK. Consultant shall base the performance of these services at its own business location or such other location as determined by the City. The City is not required to provide office, technical or clerical support services to Consultant.

Section 3.04. TIME OF PERFORMANCE. Consultant shall perform the services within one calendar year commencing on the day this Agreement is executed by the last party.

Section 3.05. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, governmental acts or orders, pandemics/epidemics, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

ARTICLE 4. COMPENSATION

Section 4.01. AMOUNT OF COMPENSATION. In consideration for the services to be performed by Consultant, the City agrees to pay Consultant at the hourly and unit rates identified in **Exhibit A**, not to exceed the total authorized budget of **$98,305**. Any increase in rates or budget must be agreed to by the City prior to such increase.

Section 4.02. PAYMENT PROCEDURE. Payments will be made as follows: Consultant shall invoice the City on a monthly basis in accordance with the progress achieved.

Contemporaneously with the submission of any invoice to the City, the Consultant shall provide an itemized statement detailing the billing strategy indicating the number of hours spent by any employee or agent as well as the hourly rate charged by the individual providing the work. The Consultant shall segregate its billing to separate cost centers or projects as may be required by the City.

Section 4.03. EXPENSES. Consultant shall be responsible for all costs and expenses incident to the performance of the services, including but not limited to, all taxes required of or imposed against Consultant and all other of Consultant's costs of doing business. The City agrees to reimburse Consultant only for those reimbursable expenses set forth in **Exhibit A**, if any.

ARTICLE 5. CONSULTANT'S OBLIGATIONS

Section 5.01. STATE AND FEDERAL TAXES. As Consultant is not the City's employee, Consultant is responsible for paying all required state and federal taxes. In particular, the City will not withhold FICA (Social Security) from Consultant's payments; will not make state or federal unemployment insurance contributions on Consultant's behalf; will not withhold state or federal income tax from payment to Consultant; will not make disability insurance contributions on behalf of Consultant; or will not obtain workers' compensation insurance on behalf of Consultant.

ARTICLE 6. THE CITY'S OBLIGATIONS

Section 6.01. THE CITY'S COOPERATION. The City agrees to comply with Consultant's reasonable requests necessary to the performance of Consultant's duties under this Agreement.

ARTICLE 7. TERMINATION OF AGREEMENT

Section 7.01. TERMINATION ON OCCURRENCE OF STATED EVENTS. The City may terminate this Agreement automatically on the occurrence of any of the following events: (1) Consultant's bankruptcy or insolvency; (2) the sale or merger of Consultant's business and/or change in majority ownership; or (3) failure of Consultant to perform work in a timely fashion. Additionally, this Agreement may be terminated by either party upon thirty days written notice without cause. In the event of termination, copies of plans, reports, electronic drawing/data files, field data, notes, and other documents, written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to any work hereunder, shall be made available to the City. All provisions of this Agreement allocating responsibility or liability between the City and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

Section 7.02. TERMINATION FOR FAILURE TO MAKE AGREED-UPON PAYMENTS. Should the City fail to pay Consultant all or any part of the compensation set forth in Article 4 of this Agreement

on the date due, Consultant, at Consultant's option, may terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

ARTICLE 8. DISPUTE RESOLUTION/CONSENT TO ARBITRATION

Section 8.01. AGREEMENT TO COOPERATE WITH CITY. Consultant acknowledges that the City may, from time-to-time, be subject to arbitration or litigation arising out of or relating to any services that may have been provided, directly or indirectly, by Consultant. Consultant agrees to use its best efforts to work with the City and agrees that it will cooperate fully with the City in any arbitration or district court hearing and further agrees, if the City makes a timely request, to be a named party to any arbitration proceeding involving a work product or service provided by Consultant.

ARTICLE 9. GENERAL PROVISIONS

Section 9.01. NOTICES. Any notices given hereunder by either party to the other shall be in writing and may be effected by personal delivery with signed receipt or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally or by mail will be deemed communicated as of actual receipt; (both signed at time of receipt). The Consultant's authorized representative for the purpose of the administration of this Agreement is Eric Fosmo, Vice President; 14800 Galaxie Avenue, Suite 200, Apple Valley MN 55124, phone (651) 645-4197, or their successor. The City's authorized representative for the purpose of the administration of this Agreement is Matt Saam, Public Works Director, 7100 147th Street West, Apple Valley, MN 55124, phone (952) 953-2400, or his successor.

Section 9.02. ASSIGNMENT. Except for the Consultant's use of necessary consultants, the Consultant and the City shall not assign or delegate their respective obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

Section 9.03. ENTIRE AGREEMENT OF THE PARTIES. This Agreement supersedes and terminates any and all prior agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for the City and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Section 9.04. INDEMNIFICATION. Consultant agrees to protect, defend, indemnify, and hold the City and its assigns and attorneys, accountants, and employees, harmless from and against all

losses, liabilities, damages, judgments, claims, counterclaims, demands, actions, proceedings, costs, and expenses (including reasonable attorneys' fees) of every kind and character to the extent caused by the negligent acts or omissions of Consultant in the performance of its obligations hereunder. The Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the negligence or willful misconduct of City or other third party not controlled by Consultant; rather such indemnification claims shall be administered based upon a determination of the proportional fault of each party. Consultant retains the right to select counsel reasonably acceptable to the indemnified party, the indemnified party will provide reasonable cooperation and will not unreasonably withhold consent to settle any claims for which Consultant is providing defense or indemnification. This Section 9.04 shall survive the expiration or earlier termination of this Agreement for a period of one (1) year. Notwithstanding anything to the contrary, Consultant shall (a) provide information and services under this Agreement as to the inventory and assessment of trees, certain areas or items at that point in time (the "Collection Date"); (b) not be liable for changes to the trees, inspected areas or items after the Collection Date; and (c) not be obligated to reperform the inventory or assessment of the inspected trees, areas or items after the Collection Date, except as otherwise provided for in this Agreement; and (d) not be responsible for subsequent actions or inactions taken by the University or its personnel or agents as a result of the information and services provided by Consultant, except as otherwise provided for in this Agreement. Notwithstanding anything to the contrary, in no event will Consultant be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages in connection with this agreement or the work, and in no event will Consultant's aggregate liability arising out of or related to this Agreement or the Work exceed the amount of the applicable insurance limits set forth in this Agreement in Section 9.06 below.

Section 9.05. RIGHT IN WORK PRODUCT. The work product of the services, including results, and all ideas, developments, and inventions which Consultant conceives or reduces to practice during the course of its performance under this Agreement and subsequently reimbursed for by the City for such work, shall be the exclusive property of the City. This information, and material, and any such inventions shall be deemed the City's proprietary information and shall not be disclosed to anyone outside of the City, or used by Consultant or others without the prior written consent of the City. Provided, however, Consultant has the right to reuse such information and material in the normal course of its business. Consultant will furnish the City with electronic data versions of certain drawings or other written documents ("Digital Data") compatible with the City's software (to the extent possible) unless otherwise agreed upon and/or provided in hard copy form. In the event of any conflict between a hard copy document and the Digital Data, the hard copy document governs. The Digital Data shall be prepared in the current software in use by Consultant and is not warranted to be compatible with other systems or software. Notwithstanding anything to the contrary, as between Consultant and the City, Consultant is and will remain the exclusive owner of all of Consultant's proprietary software and intellectual property owned by or licensed to Consultant prior to the effective date of this Agreement, or created or developed outside the scope of this Agreement, including all additions, enhancements, and derivatives thereto.

Section 9.06. INSURANCE. Consultant shall carry Workers' Compensation insurance, professional liability insurance and general liability insurance. Consultant shall provide the City with an

insurance certificate, issued by an insurance company of good standing and authorized to do business in Minnesota, evidencing the insuring of liability in an amount of $5,000,000; and stating that such insurance cannot be cancelled until thirty (30) days after the Client has received written notice of the insured's intention to cancel the insurance.

Section 9.07. SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 9.08. GOVERNING LAW. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota.

Section 9.09. HAZARDOUS SUBSTANCE. The Scope of Work does not include any services related to hazardous or toxic materials, including asbestos and PCBs. If it becomes known that such materials may be present that may affect the Consultant's services, the Consultant may suspend performance of its services, without liability, until the City retains appropriate specialist consultants to adequately identify and abate such materials so that Consultant's services may resume.

Section 9.10. CONFIDENTIALITY. Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's employees, sub consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by Consultant or furnished to Consultant and marked CONFIDENTIAL by the City. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

Section 9.11 AUDIT. Pursuant to Minn. Stat. § 16C.05, subd. 5, Consultant's books, records, documents, accounting procedures and practices relevant to this Agreement are subject to examination by the City, Minnesota Legislative Auditor and/or Minnesota State Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Section 9.12 DATA PRACTICES. Pursuant to Minn. Stat. § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Consultant in performing a City function under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and Consultant must comply with those requirements as if it were a government entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF APPLE VALLEY:

By: _____
Clint Hooppaw
Its: Mayor

By: _____
Christina M. Scipioni, City Clerk

CONSULTANT:
Davey Resources Group, Inc.

By: _____
Its: _____

EXHIBIT A

Proposal Attached

Samantha Berger
Natural Resources Coordinator
City of Apple Valley
7100 147th St. W.
Apple Valley, Minnesota 55124

RE: Response to Request for Proposals for a Natural Resources and Urban Forestry Management Plan

Dear Samantha,

I am writing to submit our proposal for conducting a comprehensive tree inventory for City of Apple Valley. Our team is excited about the opportunity to collaborate with you to map, assess, and manage your urban forest resources effectively. Trees are part of everyday life. The urban forest creates a sense of place and supplies real benefits to those who live in an area surrounded by trees. Trees along streets, in parks, around playgrounds, and in backyards provide shade and beauty and enhance the quality of life by bringing natural elements and wildlife habitats into urban settings. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being.

Davey Resource Group, Inc. (DRG) understands the benefits trees bring, and we also realize the challenges that come with managing public trees. Our parent company, The Davey Tree Expert Company, was founded in 1880 to train tree surgeons - predecessors to the modern-day arborists. Through the years, our company has developed numerous tree care and maintenance protocols, standards, and best practices - including developing software for organizing and managing tree inventories. Our world-leading research and development department, The Davey Institute, is staffed with scientists and technical advisors to guide our field service teams in diagnosing and prescribing the best approaches to tree maintenance and care. Fundamentally, our tree knowledge is rooted in direct science and research, differentiating us from our competitors and ensuring our clients receive the best advice to manage and maintain trees.

The team we proposed to manage your project has the knowledge, experience, and availability to meet your goals and help you with the next steps for your project. They understand how to help you meet your specific program needs and project budget. We believe that our expertise in urban forestry management and our commitment to sustainability make us an ideal partner for City of Apple Valley in this important endeavor.

Thank you for considering DRG, and we look forward to talking with you about the next steps.

Sincerely,

Jack Spadafore
Associate Consultant
Davey Resource Group, Inc.
651.253.2347
Jack.spadafore@davey.com

A PROPOSAL PREPARED FOR

City of Apple Valley

Natural Resources and Urban Forestry Management Plan

6/29/2026

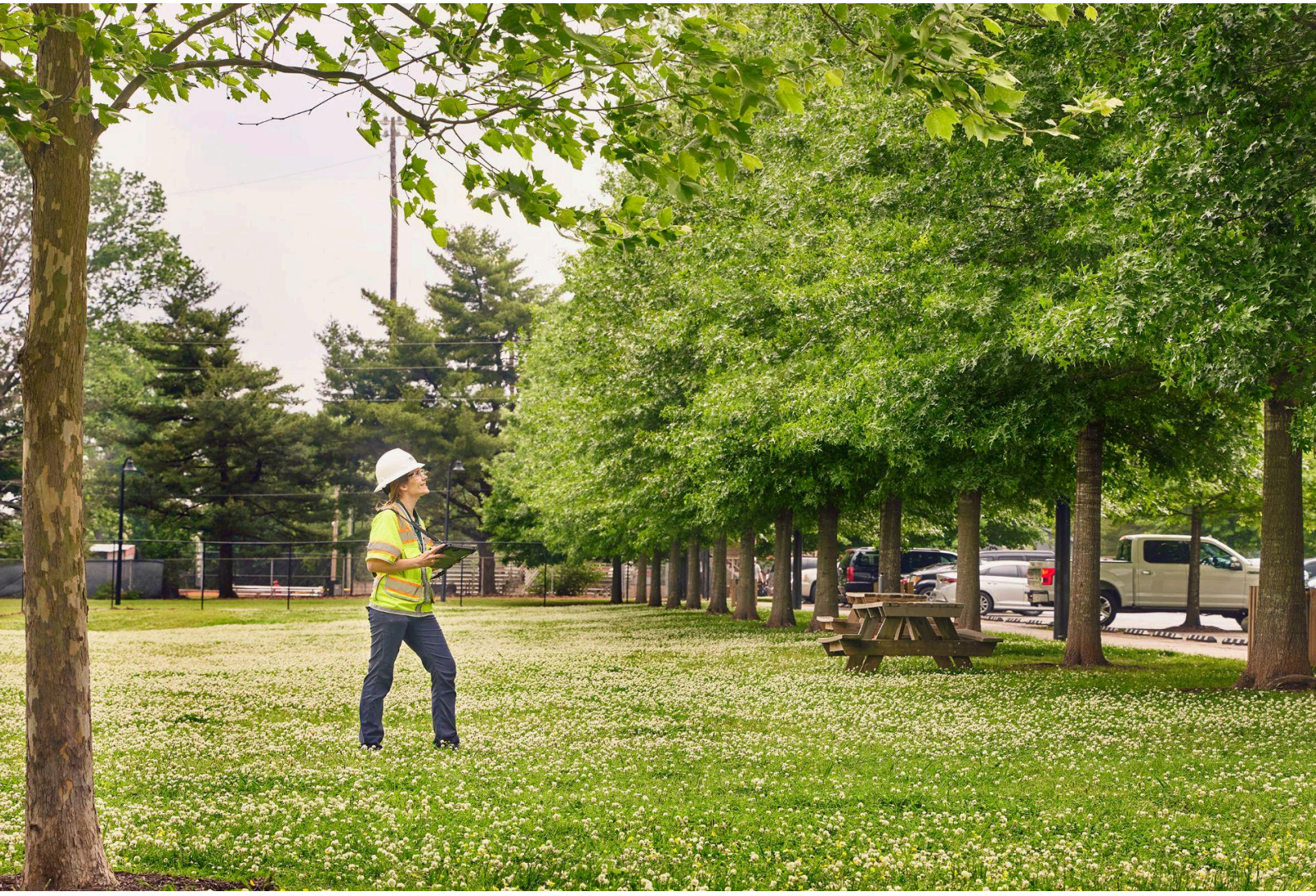


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Section One: Project Understanding

INTRODUCTION

DRG provides a wide range of environmental consulting services to clients throughout the world. As the industry leader in urban forestry, we understand that trees have immense value to communities, and we know that trees sometimes fail and can cause damage. Our experience in collecting data on millions of trees and having done more inventories than any other company in the world provides you with the reassurance that your investment will not go to waste and that we understand your goals. We aim to bring our experience to assist you with maximizing the value that trees provide and minimizing the risks of damage, injury, or disruption that trees may cause. Tools like a tree inventory and management plan help identify opportunities, focus attention, and secure resources to tackle community priorities.

We understand that your goal is to improve the urban forest's health and structure by better understanding this vital tree resource. You can't manage if you don't know what you have. DRG's tree inventory will be a ground-based arborist evaluation of the public trees, specifically in defined areas, including the street ROWs, mowed and manicured areas of public parks, and properties. It will include information about species diversity, age distribution, ecosystem benefits, and the overall condition of each tree. This project will provide much-needed insight into the tree population and enable a proactive approach to prioritizing tree work.

Applying our proprietary **Quality, Teamwork, and Communication (QTC)** methodology, we ensure the **quality** of our project by leveraging the latest GIS technology, the most recent arboriculture industry standards, and best practices to collect tree inventory data. We customize our field data collection application to your specifications, ensuring our qualified arborists collect all data attributes at each tree and effectively minimize data entry errors. To ensure accuracy, our arborists employ extensive quality control processes to identify errors and improve our approach, and before delivering data, our senior urban foresters run additional data checks and quality control processes.

This project will be led by our local regional **team**, with support from our headquarters in Kent, Ohio, allowing us to draw from resources across the United States, meet tight deadlines, share expertise, and scale as needed. Our professional staff includes many former city foresters, tree nonprofit program leaders, and tree workers who know how to assess trees and understand the difficulties in managing trees on the ground and in forestry operations.

During the inventory, DRG will **communicate** in real-time by providing access to the data from our web-based TreeKeeper® software. We will create custom reports for you that will provide important visualizations and insights into the findings. This allows you to track progress and make immediate management decisions.

Upon completion of the inventory, if desired, DRG can use the inventory data to develop a Tree Inventory Analysis and Management Plan with a projected 5-year budget. This plan will describe the status of the current urban forest and provide an approach to tree maintenance that focuses on risk reduction over time. The plan will enable you to project realistic budgets and work plans.

Overall, this project will provide you with comprehensive data about the trees and illuminate a path forward to address the needs of the urban forest. DRG is excited about the opportunity to be part of your proactive tree management project.

PROJECT APPROACH - QTC

Our team is excited to present our proprietary approach, which integrates quality, teamwork, and communication (QTC) to ensure unparalleled service and results for your project. Our process is designed to meet our client's unique needs and standards.

UNCOMPROMISING QUALITY

Our commitment to quality is at the core of everything we do. We utilize state-of-the-art tools and methodologies to ensure the highest standards are met. Our quality assurance process involves rigorous testing and validation at every stage, ensuring that the final product not only meets but exceeds your expectations.

TEAMWORK AT ITS BEST

We believe that the key to successful project delivery is rooted in effective teamwork. Our team comprises industry experts who bring diverse skills and perspectives to the table. We foster a collaborative environment where every team member's contribution is valued, leading to innovative solutions and creative problem-solving.

SEAMLESS COMMUNICATION

Clear and consistent communication is vital for the success of any project. We have established a structured communication protocol that keeps all stakeholders informed and engaged throughout the project lifecycle. Regular updates, transparent reporting, and open channels for feedback ensure that we are always aligned with your goals and expectations.

CUSTOMIZED APPROACH

Understanding that each project has unique challenges and requirements, we customize our approach to best fit your needs. Our flexible methodology allows us to adapt to changing circumstances and requirements, ensuring that we deliver optimal results every time.

With DRG, you are choosing a partner committed to excellence. Our proprietary process, emphasizing quality, teamwork, and communication, is designed to deliver superior results that align with your mission and objectives. We are eager to bring our expertise to your project and look forward to a successful collaboration.



Section Two: Scope of Work

The following key tasks constitute the proposed project:

1. **Tree Inventory:** DRG will conduct a Geographic Information System (GIS)-based inventory of an estimated 13,400 trees and stumps in the street ROWs and maintained areas of parks. The project area will be defined using GIS data layers such as a parcel, street ROW, and parks boundary layers.

2. **Urban Forest Management Plan:** After completing the inventory, DRG will utilize inventory data, client provided information, along with industry standards and best management practices, to develop a tree Inventory analysis & management plan with a 5-year projected maintenance budget.

TASK ONE: TREE INVENTORY

Utilizing our proprietary method of QTC, we have developed the following approach to provide consistent high-quality tree inventory data. As a client-focused company, we prioritize clear and effective communication with our clients. We intend to keep you informed every step of the way so that you are confident in your data and our services. Our communication process aims to address any issues that may arise before they become problems, and we discuss issues as they occur and work towards developing solutions that work for everyone involved.



We maintain strict quality control measures throughout the project and monitor the site count, budget, and timeline while keeping you informed. Our proprietary approach to project implementation applies stringent quality control measures, engaged team members, and clear communication to deliver the final project with confidence in meeting the specifications.

PROJECT MANAGEMENT

Prior to starting fieldwork, it is imperative that we are clearly aligned on the complete project scope. The DRG team sets up meetings and updates schedules prior to starting fieldwork and continually evaluates communication throughout the project to ensure the scope of work is completed on time and within budget. These meetings and e-mail updates include a Virtual Kick-Off Meeting, an On-Site Kick-Off Meeting, project update e-mails, and an On-Site Close-Out Meeting.

DRG will request relevant GIS data and imagery or, if necessary, we can use imagery from other public sources. We will use this data to program the data collection software and will confirm the agreed-upon data specification. Once computers are programmed and fieldwork is scheduled, we will set up an on-site kick-off meeting. This meeting occurs on the first day of data collection and includes topics such as safety, data calibration, communication procedures, project expectations, and milestones. We can also provide you with a press release, which can be utilized to notify homeowners about the project, funding sources, and what to expect.



TREE INVENTORY DATA COLLECTION

DRG begins data collection after the on-site kick-off meeting. Our arborists and urban foresters locate trees, stumps, and planting sites (if desired) as per the agreed upon specification of work. They evaluate the trees and record the specified data for each site.

- **Location Accuracy:** DRG uses field computers and equipment that meet or exceed the project's location accuracy requirements. Our project teams use GIS software and ruggedized computers with GPS receivers capable of sub-meter location accuracy under favorable conditions.
- **Individual Tree Inspection Process:** Urban foresters inspect each tree from the ground during data collection. They identify the species, measure tree diameter, assess tree condition, and suggest the needed recommended maintenance. Data collection is done systematically for consistency and is typically done Monday through Friday during daylight hours.
- **Safety:** DRG provides Personal Protective Equipment (PPE), such as hard hats, high-visibility safety vests, safety glasses, and boots. Additionally, our vehicles are marked with company logos and equipped with first-aid kits, fire extinguishers, and safety cones.

Data Fields

Based on our years of experience and the provided RFP, the data fields below will provide the information needed to accomplish the project goals. However, if you have specific requirements that are not covered by the mentioned data fields, we are happy to further customize the project's scope of work. Based on our industry-leading experience, the following data fields should be assessed:

- **Address/Location:** transfer values from parcel GIS layer including house address, on street, X & Y coordinates, and park name (if applicable).
- **Species:** using botanical and common names and cultivars when appropriate.
- **Tree Size:** measured by diameter at breast height (DBH) in 1-inch size classes.
- **Condition:** categorized as Good, Fair, Poor, or Dead based on signs of stress, poor structure, damage, soil and root problems, disease, and pests.
- **Primary Tree Maintenance:** assigned as remove, prune, train, or stump removal (if applicable).
- **Defects:** including dead and dying branches, broken or hanging branches, poor branch attachment, trunk conditions, cracks, decay or cavities, and root problems.
- **Further Inspection**: categorizing trees that require additional inspections for various issues beyond the scope of a standard inventory.
- **Overhead Utilities:** recording if overhead utilities are present and conflicting, present but not conflicting, or not present.
- **Comments/Notes:** observations and other pertinent information are recorded.
- **Date of Inventory:** the date the urban forester collected the data.

QUALITY CONTROL AND QUALITY ASSURANCE

Not only do we provide you with real-time data viewable from our TreeKeeper® software, but we also have a detailed quality control and quality assurance processes to guarantee a high level of accuracy. While minor errors are always possible in human-collected data, we are confident that our approach to quality control surpasses that of any other firm. We understand the importance of the data for your decision-making and stand by the accuracy.

To ensure the accuracy of the data, the team employs several quality control checks consisting of hot and cold data checks during fieldwork. Hot checks involve the urban foresters working together and collecting the same data to ensure consistency. In cold checks, the urban foresters review a sample of each other's data to identify any inconsistencies. Any necessary corrections are made to ensure that you receive consistent and accurate data communicated to you. After the data collection is complete and before final delivery, a series of queries and checks are run to verify the data's correctness. Any identified errors are addressed before delivering the data to you and your representatives. Below is an example of a snapshot from our QC/QA methodology:

INVENTORY STATISTICS				
Site Count to Date		Percent Complete	Estimated Total Site Count	
3,161		83%	3,800	
Overall Critical Error Score	Target Critical Score	Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	95%	98.7%	90%	1%

DELIVERABLES AND DATA DELIVERY

At the end of data collection and final QC checks, we provide the data in both shapefile and Microsoft Excel® format. If desired, you can continue to maintain your web-based TreeKeeper® system, which has the ability to export data in these formats at any time. Additionally, we have experience delivering data or creating APIs into a wide variety of other software systems such as ESRI, Cartegraph, CityWorks, Salesforce, etc.

TASK TWO: URBAN FOREST MANAGEMENT PLAN

Apple Valley's Urban Forest Management Plan (UMFP) is a comprehensive effort to assess, maintain, and enhance the City's urban forest. This initiative considers internal factors, such as city departmental operations, and external influences, including stakeholder and public perspectives. The project focuses on gathering critical data on the current state of the urban forest—evaluating tree conditions, maintenance practices, and community perceptions of trees and natural areas.

The UFMP will take an adaptive management approach to guide the cIty in understanding its existing urban forest resources ("what the city has"), defining its goals ("where they want to go"), and outlining actionable steps to achieve them ("how they are going to get there"). A key component of this process is ongoing monitoring to evaluate progress and make necessary adjustments ("how they are doing").

This project is driven by three key objectives:

- Developing a comprehensive and site-specific urban forest management plan for the City of Apple Valley, including tree inventory of street and park trees.
- Evaluating existing canopy and natural resources conditions, staffing, and funding.
- Engaging the public and preparing a plan for city adoption.

PROJECT MANAGEMENT

Holding regular client meetings and maintaining a project work plan and schedule create opportunities for meaningful dialogue between DRG and the City of Apple Valley. These project management tasks facilitate feedback, promote clarity, and help the team make informed decisions. Project management ensures strong collaboration and cooperation between teams, which is fundamental to achieving an outcome that will align with Apple Valley's expectations.

Team Meetings

During the project, DRG's project team will hold one (1) kick-off meeting and four (4) bimonthly project team meetings with the City of Apple Valley. In the kick-off meeting, DRG and the City of Apple Valley will walk through the project work plan and schedule. The meeting will clarify the project scope and provide an opportunity for the city to talk through their questions. Bimonthly project team meetings will provide updates on the project's current status and facilitate discussions on the next steps. Maintaining open lines of communication is essential so that all parties remain well-informed about progress and any potential challenges.

The project work plan and schedule that is refined in the kick-off meeting will be revisited during every bimonthly meeting, serving as tools for tracking project advancement.

Adaptive Management Process

The UFMP will be based on an adaptive management approach that answers the questions:

- What do we have?
- What do we want?
- How do we get there?
- How are we doing?

DRG has been using this approach since we developed the very first urban forest master plan in 2012 for Pittsburgh, Pennsylvania. While this planning approach is thorough, it is also flexible. Over the last decade, as we have written plans for communities across the United States, we have refined and enhanced our adaptive management process to meet the needs of the community we are working with based on the information, data, and the level of community and stakeholder engagement.



The project approach described in this proposal is designed to answer these questions.

URBAN FOREST MANAGEMENT PLAN

Plan Components

The following outline is based on our current understanding of the project to create a 10-year management plan that includes analysing tree inventory data and incorporating existing plans and resources to create a larger all lands management plan.

- **Urban Forest Management Plan:** The tree inventory data gathered from parks and street rights-of-way will be summarized to evaluate the current state of the urban forest. A key focus will be the documentation of ash species, which will serve as the foundation for a comprehensive citywide ash replacement strategy. By mapping ash locations, the plan can effectively address existing and projected canopy gaps. Furthermore, the analysis will leverage GIS tools from the Metropolitan Council and MN DNR to pinpoint priority planting zones within heat islands, environmental justice areas, and regions with low canopy cover. Our final approach will propose methods to enhance species diversity and offer sustainable solutions for utilizing wood waste from future tree removals.

- **Boulevard Tree and Public Right-of-Way Strategy:** Building on the information in the first section of the canopy analysis, DRG will use the inventory and publicly available GIS data about tree canopy to identify opportunities for canopy expansion. This boulevard analysis will also include recommended resources for tree specifications.

  ***LIMITATIONS:** Due to constraints of public GIS data and budget, this scope of work does not include a custom boulevard map and planting plan, which DRG's in-house GIS team can create for $6,000.

- **All Lands Natural Resources Management Plan:** Our experienced natural resource consultants will review existing wetlands and stormwater policies and plans to create management recommendations and strategies to best manage buffers. A suggested maintenance schedule with expectations will be included in the plan. Utilizing existing management resources from the University of Minnesota and MN DNR, the plan will address invasive species management—such as buckthorn and suggested restoration strategies and management—along with a timeline. The recommendations will prioritize phased restoration and establishment of native plant communities to improve wildlife habitat and water quality.

- **Implementation Plan and Funding Strategy:** A short survey will be created and shared with city natural resources staff to assess existing capacity, which will be matched with inventory data to assess future capacity for management of the urban forest. Following assessment of the tree inventory data, the plan will provide a 10-year budget based on industry average costs for tree removal, planting, and pruning. Recommendations will also include grant opportunities and local partnerships, non-profit organizations, and programs that will support the Apple Valley Natural resource management program.

Plan Preparation, Public Engagement, and Adoption

After the data analysis is complete, a draft plan will be developed and distributed to staff for their review. DRG personnel will also participate in a local city event to gather public feedback on the plan's primary recommendations. All collected comments and insights will then be integrated into a final version of the plan, which staff will present to the city council for formal adoption. The final plan will meet Minnesota state requirements for PDF accessibility.

DELIVERABLES: 1 virtual kick off meeting, 4 bimonthly project meetings, meeting agendas and notes; 1 operations survey to natural resources city staff, 1 public engagement session, 1 highly graphic draft plan in Microsoft Word, and 1 final plan laid out in Microsoft Word and delivered as an accessible PDF.

Limitations: DRG did not include a custom boulevard map and planting plan due to budget constraints and limitations of publicly available GIS information. DRG can provide these services under a change order contractual agreement for an additional fee.

PROJECT SCHEDULE

Project Schedule (Months)												
Project Activities		**Months 2026**					**Months 2027**					
Tasks		Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Project Kick-off												
Task 1. Tree inventory	Kick-off Meeting and Data Acquisition											
	Data Collection											
	Data Delivery											
Task 3. Urban Forest Master Plan	UFMP Kick-off Meeting											
	Monthly Meetings											
	Operations Survey											
	Data Collection and Writing											
	Public Engagement											
	Draft Plan											
	Final Plan											

Section Three:
Qualifications and Experience

Davey Resource Group, Inc. is the leader in urban forestry consulting in the United States and has provided tree inventory assessment services and assisted with managing urban forests since its founding in 1992. We regularly assess over two million trees annually and develop a wide range of plans for communities. These plans include data-driven, operationally-focused work plans and strategic master plans guided by community and stakeholder input. Our TreeKeeper® software is used by over 500 clients nationwide and has more than 10 million trees hosted.

In addition to our on-the-ground arborist assessment and urban forest planning services, we provide GIS-based mapping and canopy assessments. Since 2010, DRG has completed over 225 urban tree canopy (UTC) assessments, providing accurate estimates of tree canopy cover and impervious surfaces. Our team consists of arborists, urban foresters, planners, landscape architects, ecologists, GIS, and Information Technology (IT) professionals. Together, we offer proven solutions for urban forest management and unique strategies for today's challenges, such as the urban heat island effect and the lack of tree canopy in underserved neighborhoods.

In addition to DRG's renowned urban forestry services, we also offer a diverse range of other environmental consulting services. This includes wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management. DRG's staff is well-versed in complex ecosystems, resource challenges, and regulatory concerns that can impact project success. With 24 local regional offices and a national presence, DRG is well equipped to handle urban forestry and environmental projects in your area.

Internally, **we believe in the QTC method - Quality, Teamwork, and Communication**. How does this benefit you and your project? We continually look for ways to reinvent, innovate, and adapt our processes to achieve the highest quality results at the best value for our clients. This includes hiring and training team members who are accountable for good work, working safely, and providing accurate results. We encourage and engage in active communication with you and within our teams to provide quality service throughout the project and beyond. This philosophy has led to our history of satisfied repeat clients.

As a trusted partner, Davey collaborates with the United States Department of Agriculture (USDA) Forest Service, The Nature Conservancy, American Forests, and the Arbor Day Foundation on a variety of industry-leading initiatives. Our commitment extends to the International Society of Arboriculture (ISA) and its local chapters, with staff serving on boards and committees. We support the Urban and Community Forestry Society with regular presentations, sponsorships, and volunteering.

Davey has actively contributed to developing and revising arboriculture standards and best management practices, including tree risk assessment, through the American National Standards Institute (ANSI) and ISA. We also work directly with the USFS on the continued development and support of i-Tree to quantify the value ecosystem services trees provide.

DRG'S URBAN FORESTRY SERVICES

DRG's urban foresters support municipalities, campuses, parks, cemeteries, utilities, and the private sector across North America and internationally. We often provide tree risk reduction strategies through assessments and tools such as tree inventories, risk assessments, and urban tree canopy assessments. DRG tailors each project to meet our client's specific program needs and project budget. We provide:

- Tree inventory data collection and updates of existing data.
- Smart tree inventory data collection (AI and machine learning).
- TreeKeeper® software.
- Urban forest planning services to help manage trees and achieve short- and long-term goals.
- GIS services and specialists in-house to assess urban tree canopy, map tree growth, analyze planting space, and predict the impact of threats to tree canopy, such as the urban heat island effect.
- Staff augmentation and contract forestry.
- i-Tree Tools and analyses to highlight the benefits of trees.

We provide innovative solutions through experience and expertise.

Why Choose the Davey Team?

DRG'S UNIQUE QUALIFICATIONS

The following assets and qualities of DRG distinguish us within the arboriculture and urban forestry fields and demonstrate our ability to provide high-quality services.

- **Large professional arborist and GIS/IT staff.** DRG has over 100 professional arborists dedicated to tree inventories and urban forestry consulting, 20 GIS/IT specialists, and access to additional trained employees as the needs arise. As a large national firm, DRG can expand a project team quickly to meet the needs of any project. Our size and internal resources allow it to complete large, long-term inventory projects.

- **Large equipment inventory.** DRG owns multiple handheld computers and pen tablets for tree data collection and precise GPS units. We have national purchase and rental agreements with computer hardware manufacturers and technical equipment to quickly obtain specialty, additional, or replacement equipment.

- **Tree inventory and software project experience.** DRG has over 30 years of experience conducting municipal tree inventories, creating long-term management plans, and creating customized software systems. We have successfully completed more tree inventories than any other company and regularly assess more than 2 million trees annually. Our inventory arborists are highly trained in tree identification, tree maintenance determinations, and tree risk assessments.

- **Local offices and staff with national support.** DRG maintains several offices throughout the region, and our staff can respond directly to any questions or inquiries you might have, ensuring quick and constant communication. Our parent company, The Davey Tree Expert Company, also has residential and commercial tree care and landscaping, horticultural technical support, and urban forestry consulting offices throughout the region. These local offices have our nationwide company's collective support and resources and can assist as necessary.

A 145-year history of providing clients with quality work and proven results. The Davey Tree Expert Company has been in business for over 145 years. It is an employee-owned company that has stood the test of time. While other urban forestry companies and their inventory software programs have gone out of business, The Davey Tree Expert Company's history speaks to longevity and security, such that it will remain successful and be able to serve the needs of your community well into the future.

THE PROJECT TEAM

DRG's staff members are the most qualified and credentialed in the industry and possess extensive industry knowledge and experience. This knowledge and experience includes industry standards, best management practices (BMPs), and the municipal work environment. All of our DRG team members are either ISA Certified Arborists or on a path to becoming certified. Many have additional credentials and maintain the ISA Tree Risk Assessment Qualification (TRAQ) and/or are Board Certified Master Arborists (BCMA). Our team also includes IT and GIS analysts, plan writers, software technicians, data analysis, and administrative support. DRG has the largest staff of urban forestry consultants in the country, allowing us to scale and substitute staff as needed. The staff listed below have been identified as an ideal solution for your project, but due to timing or other assignments, we may elect to substitute staff or equal expertise if needed.

Gail Nozal

Area Manager

Gail Nozal is an area manager for Davey Resource Group, Inc. (DRG) based in Minneapolis / St. Paul, Minnesota. With over 32 years of experience in the industry and having worked with Davey for over 20 years, Gail is an expert in the municipal, non-profit, and commercial sectors. She joined DRG in 2019 after working with S&S Tree, a Davey Company.

Gail has a wealth of experience in contract forestry projects, oak wilt management, general management and operations, and public education. As an area manager with DRG, her primary responsibilities include business development, operational management, and staff supervision of a Minnesota-based team focused on Urban Forestry and Ecological Consulting. She has completed urban forest inventories, management plans, contract forestry, plant health care diagnosis, oak wilt management, tree preservation, operations, and ordinance review. Besides, she is proficient in using various technologies to improve efficiency for urban forestry projects and participates in public education opportunities. She also carries out tree risk assessments and i-Tree tree inventories.

Gail supports client community outreach needs by coordinating with stakeholders, providing project information to help inform the public, and delivering public presentations that help communities understand urban forestry and ecological work.

Notable Project Experience

- City of Plymouth, MN | Smart Tree Inventory | Project Manager
- City of Bloomington, MN | Urban Forest Master Plan, Smart Tree Inventory and UTC | Project Manager
- City of Monticello, MN | Tree Inventory, Management Plan, Ordinance Review | Project Manager
- City of St. Paul, MN | Tree Inventory | Project Manager
- Minneapolis Park and Recreation Board, MN | Oak Wilt Management | Project Manager
- City of Shorewood, MN | Consulting Forestry | Project Manager
- City of Plymouth, MN | Tree Planting Project | Project Manager



Education

- M.S., Forestry, Emphasis in Education, University of Minnesota
- B.S., Urban Forestry, University of Minnesota

Credentials

- International Society of Arboriculture (ISA) Board Certified Master Arborist, MN-0276BM
- ISA Certified Urban Forest Professional, MN-0276BM
- ISA Tree Risk Assessment Qualification (TRAQ)
- Department of Agriculture
- Adult First Aid/CPR/AED, American Red Cross

Special Training

- Minnesota Tree Inspector
- Minnesota Certified Landscape Specialist
- Minnesota Pest Detector (Invasive Species)

Professional Affiliations

- International Society of Arboriculture
- Minnesota Shade Tree Advisory Committee
- Minnesota Society of Arboriculture
- Minnesota Nursery and Landscape Association
- University of Minnesota, College of Food, Agriculture and Natural Sciences

DAVEY Resource Group

Jack Spadafore

Associate Consultant

Jack Spadafore is an International Society of Arboriculture (ISA) Certified Arborist and a Tree Risk Assessment Qualified (TRAQ) professional, specializing in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, and cemeteries. He has worked with Davey Resource Group, Inc. (DRG) since 2016, focusing on tree inventory data collection, data quality assurance, tree protection plans, training new staff, safety leadership, project communication, and customer service.

Jack's experience includes working on and managing many urban forestry inventories across the United States, ranging from large cities to small communities with a few hundred trees. Through these projects, he has gained extensive knowledge of GIS-based data collection and GPS technology, tree and palm identification, and tree risk assessment. He is also proficient in using Davey's TreeKeeper® suite of software for inventory management, the United States Forest Service i-Tree, and writing community forest management plans involving inventory analysis and urban tree canopy assessment land cover data.

Notable Project Experience

- Hibbing, MN | Tree Inventory | Site Manager
- Burnsville, MN | Tree Inventory | Site Manager
- Augusta National Golf Course | Hurricane Relief/Tree Inventory | Arborist/Tree Inspector
- Saint Paul, MN | Tree Inventory | Site Manager
- Los Angeles, CA | Tree Inventory | Assistant Site Manager and Crew Leader
- Columbus, OH | Tree Inventory | Arborist
- Superior, WI | Tree Inventory | Arborist



Education

- B.S., Forest Management, University of Wisconsin-Stevens Point

Credentials

- International Society of Arboriculture (ISA) Certified Arborist, MN-4765AM
- ISA Certified Urban Forest Professional, MN-4765AM
- ISA Tree Risk Assessment Qualification (TRAQ)
- Certified Minnesota Pesticide Applicator, 20232606, Minnesota Department of Agriculture
- Adult First Aid/CPR/AED, American Red Cross

Special Training

- Traditional Forestry
- TreeKeeper®
- Rover

Professional Affiliations

- International Society of Arboriculture
- Minnesota Society of Arboriculture - Treasurer and TREE Fund Liaison

DAVEY Resource Group

Daniel Latham, CPESC

Senior Associate Consultant

Dan Latham is a senior associate consultant with Davey Resource Group, Inc. (DRG), bringing more than 20 years of experience in environmental consulting and water resource management. His background includes environmental investigation and remediation, groundwater monitoring, stormwater management, compliance, and program development for public and private sector clients.

In his current role, Dan works closely with clients and project teams to deliver environmental planning, permitting, stormwater management, and restoration services. His responsibilities include water resource delineations, stormwater compliance, Section 401/404 permitting, stream and wetland restoration design and construction, technical reporting, and long-term program oversight.

Dan began his career conducting environmental investigations and remediation for leaking underground storage tanks before moving into environmental policy and stormwater management. His experience includes work with EPA Region 1 and EPA's Municipal Permits Branch, where he supported MS4 permitting and stormwater regulations for municipalities, construction sites, and industrial facilities. Prior to joining DRG, Dan managed Target Corporation's nationwide stormwater management program, including capital improvements, green infrastructure initiatives, and long-term storm sewer system assessments. His contributions were recognized with the 2022 Watershed Excellence Award for Outstanding Partner from the Ramsey Washington Metro Watershed District.

Notable Project Experience

- Target | Stormwater Asset Inventory and Assessment Program | Program Owner*
- Target | Philadelphia Water Department Stormwater Management Retrofit Project | Target Project Manager*
- Target | Ramsey Washington Metro Watershed District Green Infrastructure Retrofit Projects | Target Project Manager*



Education

- M.A., Urban & Environmental Policy & Planning, Tufts University
- B.S., Geology, Minor in Environmental Science, Lafayette College

Credentials

- Certified Professional in Erosion and Sediment Control (CPESC), #7973

Awards

- 2022 Watershed Excellence Award for "Outstanding Partner"—Ramsey Washington Metro Watershed District

DAVEY Resource Group

*Completed while with another organization.

Sandra Albro

Senior Associate Consultant

Sandra Albro, M.S., is a senior associate consultant in urban forestry and planning team practice lead at Davey Resource Group, Inc. (DRG). She works with clients in the development of urban forest strategic plans, urban forest management plans, tree ordinance and policy reviews, urban tree canopy assessments, and technical reports. In her role as practice lead for DRG's national planning team, Sandra provides management support, oversees product development, and consults on planning projects across the US.

With over ten years of urban forestry experience and 16 years in collaborative urban greening, she specializes in project management, planning, community engagement, data analysis, and multi-agency collaboration.

Before joining DRG, Sandra focused on multi-agency cooperation and process innovations to promote green infrastructure, including urban tree canopy. From 2011–2017, she managed a project to test low-cost, low-maintenance urban greening on vacant lots in Gary, IN; Cleveland, OH; and Buffalo, NY. Sandra's book, "Vacant to Vibrant: Creating Successful Green Infrastructure Networks" (Island Press, 2019) details methods and findings from this project.

From 2016–2020, Sandra co-chaired the Cleveland Tree Coalition, leading 50 organizational partners in the implementation of a citywide urban forest strategic plan and developing a five-year progress report.

Notable Project Experience

- Conway, AR | Community Forest Plan 2026 | Project Manager
- Bloomington, MN | Urban Forest Master Plan 2026 | Lead Planner
- Upper Arlington, OH | Urban Tree Canopy Report 2025 | Lead Planner
- Norman, OK | Urban Forest Master Plan 2025 | Project Manager
- Greeley, CO | Urban Forest Strategic Plan 2025 | Lead Planner
- Grand Rapids, MI | Forestry Operations and Management Plan 2025 | Project Manager
- Fort Collins, CO | Urban Forest Strategic Plan 2024 | Lead Planner
- Arlington County, VA | Urban Tree Canopy Assessment 2024 | Lead Planner
- Summerville, SC | Urban Forest Master Plan 2023 | Project Manager



Education

- M.S., Biology, Case Western Reserve University
- B.A., Psychobiology, Swarthmore College

Credentials

- International Society of Arboriculture (ISA) Certified Arborist, OH-7117AF
- ISA Certified Urban Forest Professional
- Ohio DNR Tree Commission Academy Associate
- Adult First Aid/CPR/AED, American Red Cross

Special Training

- Microsoft Excel™
- Visual Basic Programming
- R Statistical Software
- ArcGIS
- WCAG and ADA compliant documents

Professional Affiliations

- Cleveland Tree Coalition
- International Society of Arboriculture
- Society of American Foresters
- Urban and Community Forestry Society

DAVEY Resource Group

Reid Gibson
Project Manager



Reid Gibson is a project manager with Davey Resource Group, Inc. (DRG). Reid is an International Society of Arboriculture (ISA) Certified Arborist and Urban Forest Professional, and Tree Risk Assessment Qualified (TRAQ) professional, specializing in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, and cemeteries. Reid has worked with Davey for over 14 years. Much of his work focuses on inventory data collection, data quality assurance, tree protection plans, training new staff, safety leadership, project communication, and customer service.

Reid has worked on and managed more than 100 urban forestry inventories across the United States and Canada, ranging from large cities, such as Atlanta, Charlotte, Denver, Detroit, Los Angeles, Tallahassee, and Toronto, to small communities with a few hundred trees. Through these projects, he has gained extensive knowledge of GIS-based data collection and GPS technology, tree and palm identification, and tree risk assessment. He is also proficient in using Davey's TreeKeeper® suite of software for inventory management, the United States Forest Service i-Tree, and writing community forest management plans involving inventory analysis and urban tree canopy assessment land cover data.

Prior to joining DRG, Reid oversaw and performed invasive species vegetative removal in Indiana State Parks. He was also the lead spray technician at a nursery in central Illinois for two years.

Notable Project Experience

- City of Detroit | Tree Inventory | Site Manager
- Toronto Canada | Tree Inventory | QC Coordinator
- Tucson, AZ | Tree Inventory | Site Manager
- City of St. Louis Parks | Tree Inventory | Site Manager
- OHMES Farm HOA | Consulting Arborist | Project Manager
- Woodlawn Cemetery, Bronx, NY | Tree Inventory | Site Manager
- Newport, Rhode Island | Tree Inventory | Site Manager
- Downtown Atlanta | Tree Inventory | Site Manager
- Winter Park, FL | Tree Inventory | Site Manager
- Evanston, IL | Tree Inventory | Site Manager

Education

- B.S., Natural Resources and Environmental Sciences, University of Illinois at Urbana-Champaign

Credentials

- International Society of Arboriculture (ISA) Certified Arborist and Urban Forest Professional, #IL-5319AM
- Tree Risk Assessment Qualification (TRAQ), ISA
- Adult First Aid/CPR/AED, American Red Cross

Special Training

- ArcGIS
- Traditional Forestry

Professional Affiliations

- International Society of Arboriculture, Member

DAVEY Resource Group

RELATED PROJECTS

We understand the importance of this project and how you only have one chance to get it right. With our vast experience providing urban forestry consulting, you can rest assured we will get it right the first time, and your investment will not be wasted. Below is a limited selection of projects demonstrating our expertise in delivering similar scopes of work on time and within budget. We are happy to provide additional project examples or references if desired.

Tree Inventory Update

City of St. Paul, Minnesota

Location: St. Paul, MN

Completion: 2023

Reference:
Rachel Jongeward
Urban Forestry Supervisor
651.266.8989
rachel.jongeward@ci.stpaul.mn.us



TREE INVENTORY QUALITY CONTROL MEETING



TREE INVENTORY IN PROGRESS

The City of St. Paul has been a long-time TreeKeeper® user and has been updating their inventory for several years. Since the inventory had been updated in numerous phases, they decided to hire DRG to complete a new tree inventory so all the data would be up to date during the same time period. All trees on public right-of-way or streets were updated as part of this street tree inventory project.

The inventory lasted seven months and included documentation of tree species, the diameter of the tree, and observations about the trees, including tree decline, root system issues, branch issues, and whether the tree was staked or not.

Quality control and assurance were implemented during data collection. DRG's project manager and urban foresters used hot and cold data checks during fieldwork. Hot checks consist of arborists reviewing a portion of trees together and double-checking each other's work in real-time. Cold checks involve a project manager or senior arborist confirming a portion of the data collected by each urban forester to ensure accuracy and consistency. This is a higher level of quality control processes provided than standard in our industry. At the end of the project, DRG's IT specialists ran computer diagnostics on the inventory data to ensure the data was clean. Good communication was maintained on both sides to maintain efficiency for the project and data management for the city.

The total tree count was 107,410 trees.

DAVEY Resource Group

Tree Inventory Update

City of Burnsville, MN

Location:
Burnsville, MN

Start / Completion Dates:
June 2024 - October 2024

Reference:
Brian Ulvin
Forestry & Community Landscape Supervisor
952.895.4508
Brian.Ulvin@burnsvillemn.gov


INVENTORY SITE


INVENTORY SITE

Davey Resource Group, Inc. (DRG) was contracted by the City of Burnsville, MN, to conduct a tree inventory for the City's comprehensive tree care program. A total of 21,375 trees were inventoried.

The results of this project help Burnsville better understand the composition, structure, and maintenance needs of its urban forest. The information will allow the city to allocate resources effectively, develop risk management strategies, and promote the ecosystem benefits that the trees provide to the local community.

This project received funding from the 2024 Releaf Community Forestry Grant from the Minnesota Department of Natural Resources.

DAVEY Resource Group

Forestry Operations and Management Plan

City of Grand Rapids, MI

Location:
Grand Rapids, MI

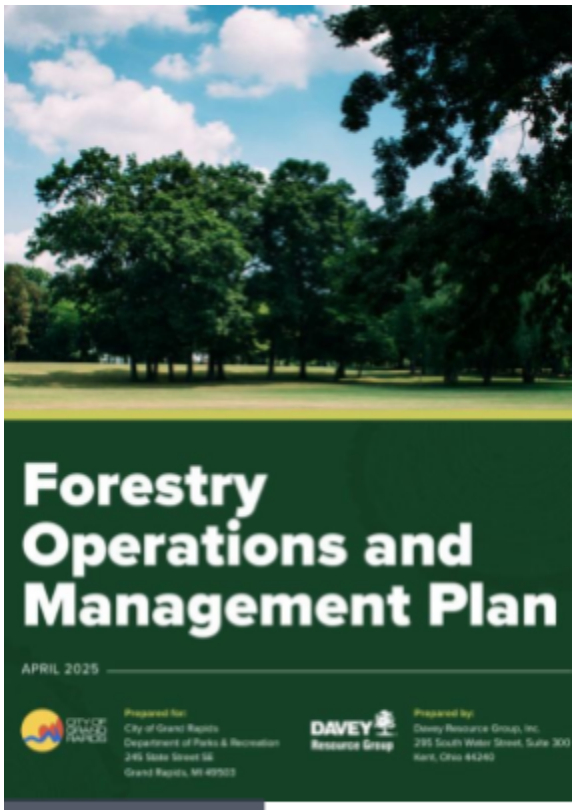
Start Date:
October 2024

Estimated Completion:
September 2025

Reference:
Joe Sulak
Superintendent
Dept. of Parks and Recreation
616.456.4236
jsulak@grand-rapids.mi.us



DOWNTOWN GRAND RAPIDS



COVER OF PLAN

Since around 2009, Grand Rapids has seen significant growth in its forestry operations and partnerships. However, like many communities, it faces challenges from external factors such as invasive pests, climate change, and severe storms, as well as internal issues like staffing shortages and budget constraints that complicate tree maintenance. Recognizing this, the City of Grand Rapids worked with Davey Resource Group, Inc. (DRG) to develop a Forestry Operations and Management Plan.

As part of this project, DRG completed an updated urban tree canopy assessment to help the city understand trends in canopy growth and loss. This assessment serves as a continuation of previous assessments completed in 2008 and 2015. These data will help the city evaluate the effectiveness of policies (e.g., tree protection ordinances), prioritize forestry operations and tree planting, and inform the development of goals and objectives outlined in the Forestry Operations and Management Plan.

For the plan, DRG investigated and researched the City's existing forestry program, including a robust analysis of its tree inventory data, resident request data, and on-site review of its existing forestry equipment and operations. The final plan outlines different operational scenarios and budgetary requirements to meet the City's desired level of forestry service. The city is actively using this plan to inform budgetary conversations and demonstrate how increased investment in forestry operations now will save time and money in the future.

DAVEY Resource Group

Investment and Authorization to Proceed

The prices, terms and conditions, and warranty are hereby accepted. I am authorized to bind and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. I understand that once accepted, this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

Natural Resources and Urban Forestry Management Plan

DESCRIPTION OF SERVICE	PRICE	ACCEPTANCE
TASK 1: TREE INVENTORY		
Computerized inventory data collection of up to 13,400 existing trees and stumps.	$66,905	☐
Additional inventory data collection above 13,400 trees/sites.	$4.99	☐
TASK 2: URBAN FOREST MANAGEMENT PLAN		
Project Management and Meetings (46 hrs) Urban forest management plan with sections, including: ● Urban Forestry Management Plan (25 hrs) ● Boulevard tree and public ROW strategy (23 hrs) ● All lands natural resources management plan (22 hrs) ● Implementation plan and funding strategy (26 hrs) ● Plan preparation, public engagement, and adoption (61 hrs)	$31,400	☐
	$98,305	

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of City of Apple Valley with authority to authorize and bind my company.

City of Apple Valley		**Davey Resource Group, Inc.**	
Client Representative:		DRG Project Representative:	
Authorizing Signature:		Title:	
Authorizing Name:		Date:	
Title:		Phone Number:	
Date:		E-mail:	
Phone Number:			
E-mail:			

Invoicing Method

How would you like to receive invoices for this project?

☐ Mail: Invoice(s) will be mailed to the address listed on page 1 of this proposal.

☐ E-mail: Invoice(s) will be e-mailed to:

_____

Other: Please provide instructions below:

_____

_____

_____

_____

Client Responsibilities

- Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
- Provide daily contact information and directions during the inventory project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of fieldwork.
- By accepting this proposal, you accept DRG's Terms and Conditions and Limited Warranty and agree that, upon award, this proposal and its attachments will be made a part of the Agreement.

Terms and Conditions

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases, if available, will be at Client's sole cost and expense.

Limited Warranty

Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).
Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.
DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.
If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

ITEM: 4.G.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:	
Approve Change Order No. 9 to agreement with Kraus-Anderson Construction Company for Project 2024-189, Redwood Park Reconstruction (2023 Parks Bond Referendum)	
Staff Contact:	**Department / Division:**
Brian Christianson	Parks and Recreation

Action Requested:

Approve Change Order No. 9 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.

CO 9: Additional seeding along the trails that connect the park from the west and the north (add $14,375.32)
Total Change: Addition of $14,375.32
Revised Contract Total: $10,867,522.08

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 9

Docusign Envelope ID: DE526E0D-445F-8F78-833A-B4D0A2438110

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: 2510045- Redwood Park Improvements

Change Order #: 009

To (Contractor): Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404

Change Order Date: 06/30/26

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

COR	Description			Amount
62.00	Additional Seeding		Add:	$14,375.32
	Total For Change Order:	009	Add:	**$14,375.32**

The original Guaranteed Maximum Price was	**$10,755,665.00**
The net change by previously authorized Change Orders was	**$97,481.76**
The Guaranteed Maximum Price prior to this Change Order was	**$10,853,146.76**
The Guaranteed Maximum Price will be increased by this Change Order	**$14,375.32**
The new Guaranteed Maximum Price will be	**$10,867,522.08**

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
By: Signed by: Eric Carlson 8180CACE7FCC474...
Date: 7/1/2026 | 7:19 AM CDT

Accepted By Contractor:
Kraus-Anderson Construction Company
501 South Eighth Street
Minneapolis, MN 55404
By: Signed by: Patrick Mulcahey 1015C80A4B9242C...
Date: 7/6/2026 | 8:01 AM CDT

Initial MM

ITEM: 4.H.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:	
Approve Change Order No. 1 to agreement with VADA Contracting, LLC, for Project 2026-141, Neighborhood Parks Improvements, Phase 2 (2023 Parks Bond Referendum)	
Staff Contact:	**Department / Division:**
Eric Carlson, Parks and Recreation Director	Parks and Recreation

Action Requested:

Approve Change Order No. 1 to agreement with VADA Contracting, LLC, for Project 2026-141, Neighborhood Parks Improvements, Phase 2 (2023 Parks Bond Referendum)

Summary:

On May 14, 2026, the City Council approved a contract with VADA Contracting, LLC, to perform park improvements at Belmont, Delaney, and Moeller Parks for Project 2026-141, Neighborhood Parks Improvements, Phase 2. Improvements at these parks include reconstruction or resurfacing of trails and courts; replacement of backstops and ballfield benches; adjustments to grading, trails, playground containers, and concrete ramps to meet accessibility requirements; and site preparation for installation of new playground equipment. At the May 14 meeting, the City Council also authorized Parks & Recreation Director Eric Carlson to approve change orders associated with this project that are under $20,000.00. This change order is over the approved limit and thus requires City Council approval.

This Change Order No. 1 includes the following:

- Delaney Park: Additional concrete for ADA at warming house (add $1,275.00)
- Belmont Park: New concrete and additional supports/repair for walking bridge (add $23,550.00)
- Belmont Park: Add drain tile to playground container (add $3,360.00)
- Moeller Park: Add PVC to playground container for future drain tile ($1,380.00)
- Moeller Park: Remove two trees to accommodate grade changes ($6,200.00)

Total Change: Addition of $35,765.00
Revised Contract Total: $818,343.65

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 1

Change Order : #1

OWNER: City of Apple Valley
LANDSCAPE ARCHITECT: HKGI
CONTRACTOR: VADA Contracting LLC

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

PROJECT:
Apple Valley Neighborhood Parks Improvements, Phase 2
.

CHANGE ORDER NUMBER:	**2**
DATE:	**7.13.2026**
CITY PROJECT NO:	**2026-141**
CONTRACT DATE:	**5.14.2026**

TO CONTRACTOR:
VADA Contracting LLC
195 Swendra Blvd NE, PO Box 1082, Cokato, MN 55321

The Contract is changed as follows:

Not valid until signed by the Landscape Architect and Contractor and Owner.

The original (Contract Sum) was		**$ 782,578.65**
Net change by previously authorized Change Orders		**$ -**
The (Contract Sum) prior to this Change Order was		**$ 782,578.65**
The (Contract Sum) will be **INCREASED** by the Change Order in the amount of		**$ 35,765.00**
The new (Contract Sum) including this Change Order will be		**$ 818,343.65**
The Contract Time will be **(HAS NOT CHANGED)** from Oct 15, 2026		.
The date of Substantial Completion as of the date of this Change Order therefore is	**15-Oct-26**	.
The date of Final (punch and move in) Completion as of the date of this Change Order therefore is	**15-Oct-26**	.

Note: This summary does not reflect changes in the Contract Sum, or Contract Time which have been authorized by Construction Change Directive.

SIGNATURES:

Signature:	Signature:	Signature: See page 2
Type name: Gabrielle Grinde, PLA	Type name:	Type name:
Date: 7.13.2026	Date:	Date:
LANDSCAPE ARCHITECT: HKGI 800 Washington Ave. N., Suite 207. Minneapolis, Minnesota 55401	**CONTRACTOR: VADA Contracting LLC** 195 Swendra Blvd NE, PO Box 1082, Cokato, MN 55321	**OWNER: CITY OF APPLE VALLEY** 7100 147TH ST. W, APPLE VALLEY, MN, 55124

(see following pages for Change Order details)

Summary of Change Order #1

You are directed to make the following changes in the Contract Documents:

	Descriptions:	Unit	Qty	UnitCost	Total
	DELANEY PARK: Concrete access adjustment at warming house	LS	1	$ 1,275.00	$ 1,275.00
PR3	BELMONT PARK: New concrete slab with rebar and sheet pile to 7' depth. Armor with CL3 rip rap, and restoration. Includes erosion control, excavation, aggregate base, seeding, and staking.	LS	1	$ 23,550.00	$ 23,550.00
PR4	BELMONT PARK: Draintile in playground	LS	1	$ 3,360.00	$ 3,360.00
	MOELLER PARK: PVC sleeve in playground for future draintile	LS	1	$ 1,380.00	$ 1,380.00
PR5	MOELLER PARK: Remove 2 trees	LS	1	$ 6,200.00	$ 6,200.00
					$ -
					$ -
					$ -
					$ -
	Net Contract change for Change Order				***$ 35,765.00***

Approved by City of Apple Valley

Clint Hooppaw, Mayor Date

Christina M. Scipioni, City Clerk Date

ITEM: 4.I.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:	
Approve Change Order No. 1 to agreement with Hartman Companies, Inc., for Project 2026-153, Valleywood Pavement and Drainage Improvements	
Staff Contact:	**Department / Division:**
Jim Zinck, Golf Manager	Parks and Recreation

Action Requested:

Approve Change Order No. 1 to agreement with Hartman Companies, Inc., for Project 2026-153, Valleywood Pavement and Drainage Improvements

Summary:

At the May 14, 2026, meeting, the City Council approved an agreement with Hartman Companies, Inc., to perform 2,460 lineal feet of drainage improvements on holes 6 and 9. In tandem with the drainage improvements, staff planned to reconstruct cart paths around holes 9, 10, 12, 17, and 18. An agreement with Twin Cities Paving in the amount of $16,000.00 was approved to perform that work. However, staff have decided to reschedule the paving work to 2027 and expand Hartman's scope to include drainage improvements on hole 1, resulting in this change order.

CO 1: Drainage improvements to hole 1 (add $7,618.30)
Total Change: Addition of $7,618.30
Revised Contract Total: $39,025.30

Background:

Over time, natural wear, changing drainage patterns, and increased usage have created areas where course infrastructure improvements are necessary to maintain playability and protect course conditions. The improvements to holes 1, 6, and 9 will address persistent water management issues and enhance overall turf conditions while also reducing standing water, improving accessibility and playability, and supporting long-term course sustainability.

Budget Impact:

Funding for these projects comes from the 2026 Valleywood budget.

Attachments:

1. Change Order 1

CHANGE ORDER #1

8011 Bavaria Road
Victoria MN 55386
Phone (952) 443-2958 Fax (952) 443-2835

Date: July 9, 2026
Terms:

Customer N VALLEYWOOD GOLF COURSE
Address 4851 McAndrews Rd,
Address 2 Apple Valley, MN 55124

ATTN: Ryan Browning
Phone: (651) 797-8083
Email: ryan.browning@applevalleymn.gov

Comments or special instructions: Change Order No. 1 for Valleywood Golf Course - Hole 1

Quantity	Unit	Description	Unit Price	AMOUNT
1		**Hole 1**		
190	LF	190' of 4 inch non perf tile installed	$ 21.00	$ 3,990.00
1	EA	(1)-18" catch basin	$ 1,200.00	$ 1,200.00
1	EA	Create collection area.(hollow out)	$ 1,500.00	$ 1,500.00
178	SY	Sod the disturbed area 1600 sq ft	$ 4.00	$ 886.50
190	LF	4 inch lines will have tracer wire with them	$ 0.22	$ 41.80
			Total	**$ 7,618.30**
			TOTAL	$ 7,618.30

We Agree to the above costs and specifications and authorize Hartman Companies, Inc. to do the work outlined above.

CITY OF APPLE VALLEY

Clint Hooppaw, Mayor Date

Christina M. Scipioni, City Clerk Date

ITEM: 4.J.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:	
Approve Change Order No. 1 to agreement with Jirik Sod Farms, Inc., for Project 2026-120, 2026 Sod Replacement Services, and Approve Acceptance and Final Payment	
Staff Contact:	**Department / Division:**
Jeff Lathrop, Maintenance Superintendent	Public Works/Streets & Cemetery

Action Requested:

Approve Change Order No. 1 to agreement with Jirik Sod Farms, Inc., accept Project 2026-120, 2026 Sod Replacement Services as complete, and authorize final payment

Summary:

Jirik Sod Farms, Inc., has requested final payment for sod replacement services to repair sod damaged during winter snowplow operations. This is the first and final payment request. The contractor has completed all the work per the agreement. The improvements have been inspected and found to be acceptable for final payment.

Change Order No. 1 is for an increase in sod repairs from snow plowing operations during the winter of 2025-2026 in the amount of $14,107.50. The final contract payment amount is $43,357.50.

Background:

On March 12, 2026, City Council approved an agreement with Jirik Sod Farms, Inc., in the amount of $29,250.00 for services and materials to replace sod damaged during winter snowplow operations and utility repairs.

Budget Impact:

Funds for this project are included in the 2026 operating budget for the Public Works Street Division.

Attachments:

1. 2026-120 Payment Voucher - CO No. 1 and Final Pay
2. 2026-120 Request for Payment - CO No. 1 & Final Pay

PAYMENT VOUCHER #1 & FINAL
2026 Sod Replacement Services
Project 2026-120

For Period Ending: July 7, 2026

OWNER:
City of Apple Valley
7100 147th Street West
Apple Valley, MN 55124

CONTRACTOR:
Jirik Sod Farms
20530 Blaine Ave
Farmington, MN 55024
Phone: 651-460-6555

Amount of Contract:	$29,250.00
Change Order No. 1	$14,107.50
Total Amount Due	$43,357.50

	Account Number	Contract Amount dated March 12, 2026	Value of Work Certified To Date	Less 0 Percent Retained	Less Previous Payments	**Net Amount Due**
Streets Division	1665-6249-2026120G	$29,250.00	$29,250.00	$0.00	$0.00	**$29,250.00**
Change Order No. 1	1665-6249 -2026120G	$14,107.50	$14,107.50	$0.00	$0.00	**$14,107.50**
Subtotal		$43,357.50	$43,357.50	$0.00	$0.00	**$43,357.50**
Total		**$43,357.50**	**$43,357.50**			**$43,357.50**

Date: 07/15/26

Jeff Lathrop
Jeff Lathrop (Jul 15, 2026 12:35:21 CDT)
Public Works Superintendent

Date: 07/15/26

Public Works Director

pay2

Final Audit Report 2026-07-15

Created:	2026-07-15
By:	Deb Melton (Deb.Melton@applevalleymn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-e2lU2q6Ru1lfq5WxZSAWySDVjH0odRh

"pay2" History

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2026-07-15 - 5:34:22 PM GMT

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2026-07-15 - 5:34:26 PM GMT

Email viewed by Jeff Lathrop (Jeff.Lathrop@applevalleymn.gov)
2026-07-15 - 5:35:06 PM GMT

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Signature Date: 2026-07-15 - 5:35:21 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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2026-07-15 - 5:35:23 PM GMT

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2026-07-15 - 5:47:24 PM GMT

Document e-signed by Matt Saam (matt.saam@applevalleymn.gov)
Signature Date: 2026-07-15 - 5:54:53 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-15 - 5:54:53 PM GMT

Owner: City of Apple Valley, 7100 W. 147th St., Apple Valley, MN 55124		Date:	July 7, 2026
For Period:	5/31/2026	Request No:	1 & Final
Contractor: Jirik Sod Farms, 20530 Blaine Ave. Farmington, MN 55024			

CONTRACTOR'S REQUEST FOR PAYMENT

2026 Sod Replacement Services
Project File No. 2026-120

SUMMARY

1	Original Contract Amount			$ $29,250.00
2	Change Order - Addition		$ 14,107.50	
3	Change Order - Deduction		$ 0.00	
4	Revised Contract Amount			$ $43,357.50
5	Value Completed to Date			$ $43,357.50
6	Material on Hand			$ $0.00
7	Amount Earned			$ $0.00
8	Less Retainage	0%		$ $0.00
9	Subtotal			$ $0.00
10	Less Amount Paid Previously			$ $0.00
11	Liquidated damages -			$ $0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	1 & Final		$ $43,357.50

Approved by Contractor:
Jirik Sod Farms

Jirik Sod Farms, by

Specified Contract Completion Date:
7/2/2026

Approved by Owner:
CITY OF APPLE VALLEY

Clint Hooppaw, Mayor

Date

Attest: Christina M. Scipioni, City Clerk

Date

City of Apple Valley

Owner: City of Apple Valley, 7100 W. 147th St., Apple Valley, MN 55124	Date July 7, 2026
Contractor: Jirik Sod Farms, 20530 Blaine Ave, Farmington, MN 55024	

CONTRACTOR REQUEST FOR PAYMENT SUPPLEMENTAL INFO

Project 2026-120, 2026 Sod Replacement Services

	Item	Contract Est. Quantity	Unit Price	Previous Quantity	Current Quantity	Quantity To Date	Unit Price	Total Amount to Date
1	Streets Division - Snowplow Damage Repairs	10000	$2.25	0	19270	19270	$2.25	$43,357.50
1	Utilities Division - sod restorations	3000	$2.25	0	0	0	$2.25	$0.00
	TOTAL REQUEST FOR PAYMENT NO. 1 & FINAL							**$43,357.50**

c: Contractor
Project File 2026-120

PROJECT PAYMENT STATUS

OWNER CITY OF APPLE VALLEY

Project File No. 2026-120

CONTRACTOR Jirik Sod Farms

CHANGE ORDERS

No.	Date	Description	Amount
1	7/7/2026	Sod repairs are difficult to estimate. Repairs were higher this year than anticipated, due to a late season heavy snowfall when the ground was thawed.	$14,107.50
Total Change Orders			$14,107.50

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1 & Final	03/12/2026	07/07/26	$43,357.50	$0.00	$43,357.50

Material on Hand $0.00

Total Payment to Date		$43,357.50	Original Contract	$29,250.00
Retainage Pay No.	1	0.00	Change Orders	$14,107.50
Total Amount Earned		$43,357.50	Revised Contract	$43,357.50

Owner: City of Apple Valley, 7100 W. 147th St., Apple Valley, MN	**Date**	July 7, 2026
Contractor: Jirik Sod Farms		

CHANGE ORDER NO. 1

Project 2026-120, 2026 Sod Replacement Services

The following items are deemed to be necessary to complete the project according to the intended design. In accordance with the terms of this Contract, the Contractor is hereby authorized and instructed to perform the work as altered by the following provisions.

Description of Work

Increase in the amount of needed sod repairs due to late season heavy snowfall, decrease in the amount needed by Utilities.

No.	Item	Unit	Quantity	Unit Price	Total Amount
1	Streets Division - Snowplow Damage Repairs		9270	$2.25	$20,857.50
2	Utilities Division - sod restorations		3000	-$2.25	($6,750.00)
	TOTAL CHANGE ORDER NO. 1				**$14,107.50**

Approved by Contractor:

JIRIK SOD FARMS

7/14/2026

Date

Approved by Owner:

CITY OF APPLE VALLEY

Clint Hooppaw, Mayor

Date

Approved by Public Works

CITY OF APPLE VALLEY

Matt Saam, Public Works Director

07/15/26

Date

Attest: Christina M. Scipioni, City Clerk

c: Contractor
Project File 2026-120

Jirik Sod Farm_20260714_103611 - Contractor Signed

Final Audit Report 2026-07-15

Created:	2026-07-15
By:	Deb Melton (Deb.Melton@applevalleymn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbwPTg4ZQPmYK_zZw-MbAzrzOn_vepBjy

"Jirik Sod Farm_20260714_103611 - Contractor Signed" History

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2026-07-15 - 5:03:33 PM GMT

Email viewed by Matt Saam (matt.saam@applevalleymn.gov)
2026-07-15 - 5:05:49 PM GMT

Document e-signed by Matt Saam (matt.saam@applevalleymn.gov)
Signature Date: 2026-07-15 - 5:06:23 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-15 - 5:06:23 PM GMT

ITEM: 4.K.
MEETING DATE: July 23, 2026
SECTION: Consent Agenda

Description:
Approve acceptance and final payment on playground equipment purchase orders with Landscape Structures, Inc. (2023 Parks Bond Referendum)

1. For Hagemeister Park as part of Project 2026-116, Neighborhood Parks Improvements
2. For Moeller Park as part of Project 2026-141, Neighborhood Parks Improvements, Phase 2

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

Action Requested:
Approve acceptance and final payment on playground equipment purchase orders with Landscape Structures, Inc. (2023 Parks Bond Referendum)

1. For Hagemeister Park as part of Project 2026-116, Neighborhood Parks Improvements
2. For Moeller Park as part of Project 2026-141, Neighborhood Parks Improvements, Phase 2

Summary:
In March 2026, the City signed purchase orders with Landscape Structures, Inc., for playground equipment for the following parks:

1. Hagemeister Park (as part of Project 2026-116, Neighborhood Parks Improvements)
2. Moeller Park (as part of Project 2026-141, Neighborhood Parks Improvements, Phase 2)

The playground equipment at Hagemeister and Moeller Parks has been delivered, and staff are recommending final payment to Landscape Structures, Inc., in the following amounts:

Hagemeister Park: $61,001.58
Moeller Park: $60,390.58

Installation is currently in progress at both parks under a separate agreement with Sawtooth Holdings, Inc., d/b/a Flagship Recreation. Final payments for Flagship Recreation will be brought to the Council for approval at a future meeting once installations have been successfully completed.

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 - Hagemeister Park
2. Final Pay Documents - Moeller Park

CITY OF APPLE VALLEY, MINNESOTA
APPLICATION FOR FINAL PAYMENT

DATE: July 2, 2026 FOR PERIOD: N/A

PROJECT: 2026-116, Neighborhood Parks Improvements – Hagemeister Park

CONTRACTOR: Landscape Structures, Inc. REQUEST FOR PAYMENT NO. FINAL

ADDRESS: 601 7th Street South

Delano, MN 55328

SUMMARY:

1.	Original Contract Amount		$61,001.58
2.	Change Order - ADDITION	$ N/A	
3.	Change Order - DEDUCTION	$ N/A	
4.	Revised Contract Amount		$61,001.58
5.	Total Completed and Stored to Date		$61,001.58
6.	Less Retainage 0 %		$0
7.	Total Earned Less Retainage		$61,001.58
8.	Less Amount Paid Previously		$0
9.	AMOUNT DUE THIS CURRENT REQUEST		$61,001.58

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: Landscape Structures, Inc.

By: Stacey Schramel

Recommended for Payment

By: _____ ATTACH ITEMIZED INVOICE
Clint Hooppaw, Mayor

And: _____
Christina M. Scipioni, City Clerk

Date: _____

landscape structures

RECEIVED by Apple Valley Finance
Received By: Brandi Aitkin
Date Received: 7/3/26

Invoice INV-182666

Bill To: C202396

City of Apple Valley
Attn: Accounts Payable
7100 147th St W
Apple Valley, MN 55124

Customer Order HagemeisterPark_PlayEquipment
Invoice Date 7/2/2026
Payment Terms Net 30 Days

1.5% monthly charge accessed on late payments

Freight Terms EXW
Ship Via CC, TL, UPS

Sales Order SO-01028726
Dealer 300 Flagship Recreation
Project Name Apple Valley - Hagemeister Park
Order Comments Mark For - Apple Valley - Hagemeister Park
Call Prior - 24 HR: Mike Raymond / 763-226-5291
Ship Note - Third Party Bill:
Flagship Recreation
11123 Upper 33rd St N
Lake Elmo, MN 55042

Line	P & M Code	Item #	Description	Product Line	Quantity	Unit of Measure
1	A	111685	**PLAYBOOSTER PLAYGROUND**	50	1.00	EA
	PLAYBOOSTER PLAYGROUND					
2	A	345311	**Cliff Climber 64"Dk DB**	50	1.00	EA
	Description: 64"Dk DB, Clamps/Ball Connectors: 007 Yellow, Play Components: 536 Seafoam, Primary Permalene: 807 Recycled Yellow/Black, Secondary Permalene: 836 Recycled Seafoam/Black, Tertiary Permalene: 807 Recycled Yellow/Black, Decks/Step Ladders: 166 Gray					
3	A	152907	**Deck Link w/Barriers 1 Step**	50	1.00	EA
	Description: 1 Step, Clamps/Ball Connectors: 007 Yellow, Barriers/Ladders/Benches: 166 Gray, Decks/Step Ladders: 166 Gray, Primary Panels: 419 Peacock					
4	A	145108	**Manta Ray Climber w/Perm Handholds 6...**	50	1.00	EA
	Description: Manta Ray Climber w/Perm Handholds 64"Dk DB Only Between Two Square Configurations, Clamps/Ball Connectors: 007 Yellow, Play Components: 536 Seafoam, Primary Permalene: 807 Recycled Yellow/Black, Cables: 005 Black					
5	A	176079	**Sunbeam Climber**	50	1.00	EA
	Description: Sunbeam Climber, Clamps/Ball Connectors: 007 Yellow, Play Components: 536 Seafoam, Primary Permalene: 807 Recycled Yellow/Black, Barriers/Ladders/Benches: 166 Gray					
6	A	122197	**90* Triangular Tenderdeck**	50	2.00	EA
	Description: 90* Triangular Tenderdeck, Clamps/Ball Connectors: 007 Yellow, Decks/Step Ladders: 166 Gray					
7	A	152911	**Curved Transfer Module Left 40"Dk DB**	50	1.00	EA
	Description: Curved Transfer Module Left 40"Dk DB, Posts/Arches: 419 Peacock, Clamps/Ball Connectors: 007 Yellow, Primary Permalene: 807 Recycled Yellow/Black, Barriers/Ladders/Benches: 166 Gray, Decks/Step Ladders: 166 Gray					
8	A	111228	**Square Tenderdeck**	50	1.00	EA
	Description: Square Tenderdeck, Clamps/Ball Connectors: 007 Yellow, Decks/Step Ladders: 166 Gray					

Continued on next page

Line	P & M Code	Item #	Description	Product Line	Quantity	Unit of Measure
9	A	121949	**Tri-Deck Kick Plate 8"Rise**	50	1.00	EA
	Description: Tri-Deck Kick Plate 8"Rise, Decks/Step Ladders: 166 Gray					
10	A	111231	**Triangular Tenderdeck**	50	1.00	EA
	Description: Triangular Tenderdeck, Clamps/Ball Connectors: 007 Yellow, Decks/Step Ladders: 166 Gray					
11	A	345278	**Hole Panel**	50	1.00	EA
	Description: Ground Level, Clamps/Ball Connectors: 007 Yellow, Primary Permalene: 807 Recycled Yellow/Black					
12	A	116244	**Pipe Barrier Above Deck**	50	1.00	EA
	Description: Above Deck, Clamps/Ball Connectors: 007 Yellow, Barriers/Ladders/Benches: 166 Gray					
13	A	111404	**116"Alum Post DB**	50	1.00	EA
	Description: DB for 40"Deck 116"Alum Post, Posts/Arches: 419 Peacock					
14	A	111404	**124"Alum Post DB**	50	2.00	EA
	Description: DB for 48"Deck 124"Alum Post, Posts/Arches: 419 Peacock					
15	A	111404	**132"Steel Post DB**	50	1.00	EA
	Description: DB for 56"Deck 132"Steel Post, Posts/Arches: 419 Peacock					
16	A	111404	**140"Steel Post DB**	50	1.00	EA
	Description: DB for 64"Deck 140"Steel Post, Posts/Arches: 419 Peacock					
17	A	111404	**148"Steel Post DB**	50	2.00	EA
	Description: DB for 72"Deck 148"Steel Post, Posts/Arches: 419 Peacock					
18	A	111403	**174"Steel Post For Roof DB**	50	4.00	EA
	Description: DB for 64"Deck 174"Steel Roof Post, Posts/Arches: 419 Peacock					
19	A	118110	**Square Poly Roof Custom Logo Panels**	50	1.00	EA
	Description: Square Poly Roof Custom Logo Panels, Roofs: 317 Limon, Roof Logos: 807 Recycled Yellow/Black					
20	A	112500	**Custom Roof Logo Pair**	60	1.00	EA
	Description: ., Custom Logo Description: HAGEMEISTER PARK, Roof Logos: 807 Recycled Yellow/Black					
21	A	363603	**Firepole w/Permalene® Handholds 56"D...**	50	1.00	EA
	Description: 56"Dk DB, Clamps/Ball Connectors: 007 Yellow, Play Components: 536 Seafoam, Primary Permalene: 807 Recycled Yellow/Black					
22	A	123337	**Single Slide 40"Dk DB**	50	1.00	EA
	Description: 40"Dk DB, Posts/Arches: 419 Peacock, Clamps/Ball Connectors: 007 Yellow, Slide Hoods/O-Zone®: 317 Limon, Slides/Tunnels/Gliders/E-Pods®: 317 Limon					
23	A	124863	**SlideWinder2® 64"Dk DB 3 Left**	50	1.00	EA
	Description: 64"Dk DB 3 Left, Posts/Arches: 419 Peacock, Clamps/Ball Connectors: 007 Yellow, Slides/Tunnels/Gliders/E-Pods®: 317 Limon					
24	A	111783	**IND PLAY COMPONENTS**	52	1.00	EA
	IND PLAY COMPONENTS					
25	A	194663	**ZipKrooz 34' w/Aluminum Posts DB**	52	1.00	EA
	Description: 34' w/Aluminum Posts DB, Posts/Arches: 419 Peacock, Clamps/Ball Connectors: 007 Yellow, Play Components: 536 Seafoam, Decks/Step Ladders: 166 Gray					
26	BO1	199896	**PB CRSVR 108i AL PNT**	52	2.00	EA
	PB CRSVR 108i AL PNT - 419 Peacock					

Continued on next page

landscape structures

Invoice INV-182666

Line	P & M Code	Item #	Description	Product Line	Quantity	Unit of Measure
27	A	182503	**Welcome Sign (LSI Provided) Ages 5-1...**	20	1.00	EA
	Description: Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury, Posts/Arches: 419 Peacock					
28	A	174018	**Belt Seat ProGuard Chains for 8' Bea...**	52	2.00	EA
	Description: Belt Seat ProGuard Chains for 8' Beam Height					
29	A	176038	**Full Bucket Seat ProGuard Chains for...**	52	1.00	EA
	Description: Full Bucket Seat ProGuard Chains for 8' Beam Height					
30	A	177351	**Molded Bucket Seat w/Harness ProGuar...**	52	1.00	EA
	Description: Molded Bucket Seat w/Harness ProGuard Chains for 8' Beam Height, Molded Bucket Seats: 317 Limon, Seat Harness: 536 Seafoam					
31	A	177332	**Single Post Swing Frame 8' Height DB...**	52	1.00	EA
	Description: Single Post Swing Frame 8' Beam Height Only, Posts: 419 Peacock, Beams: 536 Seafoam, Clamps: 007 Yellow					
32	A	177333	**Single Post Swing Frame Add'l Bay 8'...**	52	1.00	EA
	Description: Single Post Swing Frame Additional Bay 8' Beam Height Only, Posts: 419 Peacock, Beams: 536 Seafoam, Clamps: 007 Yellow					
33	A	146007	**BIT 5/16 6-LOBE T45 TAMP**	60	3.00	EA
	BIT 5/16 6-LOBE T45 TAMP 6-LOBE T45 TAMPER-RESISTANT 5/16i HEX BIT					
34	A	146017	**L-KEY 6-LOBE T45 TAMP**	60	3.00	EA
	L-KEY 6-LOBE T45 TAMP 6-LOBE T45 TAMPER-RESISTANT L-KEY WRENCH 5/16i					
35	A	251713	**5i Formed Play Safe Plate 5-12 Years...**	60	1.00	EA
	5i Formed Play Safe Plate 5-12 Years w/Attaching HDW					
36	A	101215	**SDS Touch Up Paint**	60	1.00	EA
	SDS Touch Up Paint - 419 Peacock					
37	A	101219	**Touch Up Paint 4.5oz Can**	60	1.00	EA
	Touch Up Paint 4.5oz Can - 419 Peacock					
38	A	101215	**SDS Touch Up Paint**	60	1.00	EA
	SDS Touch Up Paint - 536 Seafoam					
39	A	101219	**Touch Up Paint 4.5oz Can**	60	1.00	EA
	Touch Up Paint 4.5oz Can - 536 Seafoam					
40	A	101215	**SDS Touch Up Paint**	60	1.00	EA
	SDS Touch Up Paint - 007 Yellow					
41	A	101219	**Touch Up Paint 4.5oz Can**	60	1.00	EA
	Touch Up Paint 4.5oz Can - 007 Yellow					
42	AZ	114648	**Maintenance Kit**	60	1.00	EA
	Item Count: 3, Item 1 Number: Proshield Touch-Up, Item 1 Color: 007 Yellow, Item 1 Quantity: 1, Item 2 Number: Proshield Touch-Up, Item 2 Color: 419 Peacock, Item 2 Quantity: 1, Item 3 Number: Proshield Touch-Up, Item 3 Color: 536 Seafoam, Item 3 Quantity: 1					

Equipment	**$60,401.58**
Delivery	**$600.00**

Continued on next page

landscape structures

Invoice INV-182666

Order Total	$61,001.58
Invoiced to Date	$61,001.58
Remaining to Invoice	$0.00

	Date	Invoice	Amount
Current Invoice	7/2/2026	INV-182666	$61,001.58

Subtotal	**$61,001.58**
Sales tax	**$0.00**
Invoice Amount	**$61,001.58**

Remit to: Reference Invoice # INV-182666
Landscape Structures Inc.
SDS 12-0395 PO BOX 86
Minneapolis, MN 55486-0395

Your Account Representative is:
Stacey Schramel
763-972-5365
StaceySchramel@playlsi.com

CITY OF APPLE VALLEY, MINNESOTA
APPLICATION FOR FINAL PAYMENT

DATE: July 3, 2026 FOR PERIOD: N/A

PROJECT: 2026-141, Neighborhood Parks Improvements, Phase 2 – Moeller Park

CONTRACTOR: Landscape Structures, Inc. REQUEST FOR PAYMENT NO. FINAL

ADDRESS: 601 7th Street South

Delano, MN 55328

SUMMARY:

1.	Original Contract Amount		$60,390.58
2.	Change Order - ADDITION	$ N/A	
3.	Change Order - DEDUCTION	$ N/A	
4.	Revised Contract Amount		$60,390.58
5.	Total Completed and Stored to Date		$60,390.58
6.	Less Retainage 0 %		$0
7.	Total Earned Less Retainage		$60,390.58
8.	Less Amount Paid Previously		$0
9.	AMOUNT DUE THIS CURRENT REQUEST		$60,390.58

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: Landscape Structures, Inc.

By: Stacey Schramel

Recommended for Payment

By: _____ ATTACH ITEMIZED INVOICE
Clint Hooppaw, Mayor

And: _____
Christina M. Scipioni, City Clerk

Date: _____

RECEIVED by Apple Valley Finance
Received By: Brandi Aitkin
Date Received: 7/4/26

landscape structures

Invoice INV-182723

Bill To: C202396

City of Apple Valley
Attn: Accounts Payable
7100 147th St W
Apple Valley, MN 55124

Customer Order MoellerPark_PlayEquipment
Invoice Date 7/3/2026
Payment Terms Net 30 Days

1.5% monthly charge accessed on late payments

Freight Terms EXW
Ship Via TL

Sales Order SO-01028728
Dealer 300 Flagship Recreation
Project Name Apple Valley - Moeller Park
Order Comments Mark For - Apple Valley - Moeller Park
Call Prior - 24 HR: Mike Raymond / 763-226-5291

Line	P & M Code	Item #	Description	Product Line	Quantity	Unit of Measure
1	A	111685	**PLAYBOOSTER PLAYGROUND**	50	1.00	EA
	PLAYBOOSTER PLAYGROUND					
2	A	150975	**Cascade Climber 72"Dk DB Only**	50	1.00	EA
	Description: Cascade Climber 72"Dk DB Only, Posts/Arches: 534 Honey, Clamps/Ball Connectors: 319 Tangerine, Primary Permalene: 819 Recycled Tangerine/Black, Secondary Permalene: 819 Recycled Tangerine/Black, Tertiary Permalene: 817 Recycled Limon/Black, Barriers/Ladders/Benches: 166 Gray					
3	A	122914	**Loop Arch 48"Dk DB**	50	1.00	EA
	Description: 48"Dk DB, Clamps/Ball Connectors: 319 Tangerine, Play Components: 317 Limon, Primary Permalene: 819 Recycled Tangerine/Black					
4	A	345321	**Ring Tangle Equal Deck Heights**	50	1.00	EA
	Description: Equal Deck Heights, Clamps/Ball Connectors: 319 Tangerine, Play Components: 317 Limon, Primary Permalene: 819 Recycled Tangerine/Black					
5	A	176079	**Sunbeam Climber**	50	1.00	EA
	Description: Sunbeam Climber, Clamps/Ball Connectors: 319 Tangerine, Play Components: 317 Limon, Primary Permalene: 819 Recycled Tangerine/Black, Barriers/Ladders/Benches: 166 Gray					
6	A	145624	**Vertical Ascent 48"Dk**	50	1.00	EA
	Description: 48"Dk, Clamps/Ball Connectors: 319 Tangerine, Primary Permalene: 819 Recycled Tangerine/Black					
7	A	345315	**Wiggle Ladder 48"Dk DB**	50	1.00	EA
	Description: 48"Dk DB, Clamps/Ball Connectors: 319 Tangerine, Primary Permalene: 819 Recycled Tangerine/Black, Barriers/Ladders/Benches: 166 Gray, Chains: 166 Gray					
8	A	122197	**90* Triangular Tenderdeck**	50	2.00	EA
	Description: 90* Triangular Tenderdeck, Clamps/Ball Connectors: 319 Tangerine, Decks/Step Ladders: 166 Gray					
9	A	152911	**Curved Transfer Module Left 48"Dk DB**	50	1.00	EA
	Description: Curved Transfer Module Left 48"Dk DB, Posts/Arches: 534 Honey, Clamps/Ball Connectors: 319 Tangerine, Primary Permalene: 819 Recycled Tangerine/Black, Barriers/Ladders/Benches: 166 Gray, Decks/Step Ladders: 166 Gray					
10	A	121948	**Kick Plate 8"Rise**	50	2.00	EA
	Description: 8"Rise, Decks/Step Ladders: 166 Gray					

Continued on next page

Line	P & M Code	Item #	Description	Product Line	Quantity	Unit of Measure
11	A	111228	**Square Tenderdeck**	50	3.00	EA
	Description: Square Tenderdeck, Clamps/Ball Connectors: 319 Tangerine, Decks/Step Ladders: 166 Gray					
12	A	121949	**Tri-Deck Kick Plate 8"Rise**	50	1.00	EA
	Description: Tri-Deck Kick Plate 8"Rise, Decks/Step Ladders: 166 Gray					
13	A	115229	**Finger Maze Panel Above Deck**	50	1.00	EA
	Description: Above Deck, Clamps/Ball Connectors: 319 Tangerine, Primary Permalene: 819 Recycled Tangerine/Black					
14	A	116244	**Pipe Barrier Above Deck**	50	1.00	EA
	Description: Above Deck, Clamps/Ball Connectors: 319 Tangerine, Barriers/Ladders/Benches: 166 Gray					
15	A	111404	**124"Alum Post DB**	50	6.00	EA
	Description: DB for 48"Deck 124"Alum Post, Posts/Arches: 534 Honey					
16	A	111404	**132"Alum Post DB**	50	1.00	EA
	Description: DB for 56"Deck 132"Alum Post, Posts/Arches: 534 Honey					
17	A	111404	**140"Alum Post DB**	50	1.00	EA
	Description: DB for 64"Deck 140"Alum Post, Posts/Arches: 534 Honey					
18	A	111403	**182"Alum Post For Roof DB**	50	4.00	EA
	Description: DB for 72"Deck 182"Alum Roof Post, Posts/Arches: 534 Honey					
19	A	118110	**Square Poly Roof Custom Logo Panels**	50	1.00	EA
	Description: Square Poly Roof Custom Logo Panels, Roofs: 319 Tangerine, Roof Logos: 819 Recycled Tangerine/Black					
20	A	112500	**Custom Roof Logo Pair**	60	1.00	EA
	Description: ., Custom Logo Description: MOELLER PARK, Roof Logos: 819 Recycled Tangerine/Black					
21	A	130798	**Double Swirl Slide 48"Dk DB**	50	1.00	EA
	Description: Double Swirl Slide 48"Dk DB, Posts/Arches: 534 Honey, Clamps/Ball Connectors: 319 Tangerine, Slides/Tunnels/Gliders/E-Pods®: 317 Limon					
22	A	124863	**SlideWinder2® 72"Dk DB 1 Straight 2 ...**	50	1.00	EA
	Description: 72"Dk DB 1 Straight 2 Right, Posts/Arches: 534 Honey, Clamps/Ball Connectors: 319 Tangerine, Slides/Tunnels/Gliders/E-Pods®: 317 Limon					
23	A	111783	**IND PLAY COMPONENTS**	52	1.00	EA
	IND PLAY COMPONENTS					
24	A	233059	**DigiRider™ Bear Direct Bury**	52	1.00	EA
	Description: Direct Bury					
25	A	152179	**Saddle Spinner DB 16"Height**	52	1.00	EA
	Description: DB 16"Height, Play Components: 317 Limon, Slides/Tunnels/Gliders/E-Pods®: 317 Limon					
26	A	205800	**TopsyTurny® Spinner**	52	1.00	EA
	Description: TopsyTurnyâ„¢ Spinner, DB, Play Components: 317 Limon, Slides/Tunnels/Gliders/E-Pods®: 319 Tangerine, Cables: 005 Black					
27	A	214445	**Rhapsody® Kettle Drum Direct Bury**	52	1.00	EA
	Description: Direct Bury, Play Components: 317 Limon, Primary Permalene: 819 Recycled Tangerine/Black					
28	A	182503	**Welcome Sign (LSI Provided) Ages 5-1...**	20	1.00	EA
	Description: Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury, Posts/Arches: 534 Honey					
29	A	174018	**Belt Seat ProGuard Chains for 8' Bea...**	52	3.00	EA
	Description: Belt Seat ProGuard Chains for 8' Beam Height					

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Invoice INV-182723

Line	P & M Code	Item #	Description	Product Line	Quantity	Unit of Measure
30	A	176038	**Full Bucket Seat ProGuard Chains for...**	52	1.00	EA
	Description: Full Bucket Seat ProGuard Chains for Toddler Swing					
31	A	177351	**Molded Bucket Seat w/Harness ProGuar...**	52	1.00	EA
	Description: Molded Bucket Seat w/Harness ProGuard Chains for 8' Beam Height, Molded Bucket Seats: 317 Limon, Seat Harness: 319 Tangerine					
32	A	177332	**Single Post Swing Frame 8' Height DB...**	52	1.00	EA
	Description: Single Post Swing Frame 8' Beam Height Only, Posts: 534 Honey, Beams: 317 Limon, Clamps: 319 Tangerine					
33	A	177333	**Single Post Swing Frame Add'l Bay 8'...**	52	1.00	EA
	Description: Single Post Swing Frame Additional Bay 8' Beam Height Only, Posts: 534 Honey, Beams: 317 Limon, Clamps: 319 Tangerine					
34	A	177337	**Toddler Swing Add-On Beam**	52	1.00	EA
	Description: Toddler Swing Add-On Beam, Beams: 317 Limon, Clamps: 319 Tangerine					
35	A	146007	**BIT 5/16 6-LOBE T45 TAMP**	60	3.00	EA
	BIT 5/16 6-LOBE T45 TAMP 6-LOBE T45 TAMPER-RESISTANT 5/16i HEX BIT					
36	A	146017	**L-KEY 6-LOBE T45 TAMP**	60	3.00	EA
	L-KEY 6-LOBE T45 TAMP 6-LOBE T45 TAMPER-RESISTANT L-KEY WRENCH 5/16i					
37	A	251713	**5i Formed Play Safe Plate 5-12 Years...**	60	1.00	EA
	5i Formed Play Safe Plate 5-12 Years w/Attaching HDW					
38	A	101215	**SDS Touch Up Paint**	60	1.00	EA
	SDS Touch Up Paint - 317 Limon					
39	A	101219	**Touch Up Paint 4.5oz Can**	60	1.00	EA
	Touch Up Paint 4.5oz Can - 317 Limon					
40	A	101215	**SDS Touch Up Paint**	60	1.00	EA
	SDS Touch Up Paint - 319 Tangerine					
41	A	101219	**Touch Up Paint 4.5oz Can**	60	1.00	EA
	Touch Up Paint 4.5oz Can - 319 Tangerine					
42	A	101215	**SDS Touch Up Paint**	60	1.00	EA
	SDS Touch Up Paint - 534 Honey					
43	A	101219	**Touch Up Paint 4.5oz Can**	60	1.00	EA
	Touch Up Paint 4.5oz Can - 534 Honey					

Equipment	**$59,790.58**
Delivery	**$600.00**

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landscape structures

Invoice INV-182723

Order Total	$60,390.58
Invoiced to Date	$60,390.58
Remaining to Invoice	$0.00

	Date	Invoice	Amount
Current Invoice	7/3/2026	INV-182723	$60,390.58

Subtotal	**$60,390.58**
Sales tax	**$0.00**
Invoice Amount	**$60,390.58**

Remit to: Reference Invoice # INV-182723
Landscape Structures Inc.
SDS 12-0395 PO BOX 86
Minneapolis, MN 55486-0395

Your Account Representative is:
Stacey Schramel
763-972-5365
StaceySchramel@playlsi.com

ITEM: 4.L.
MEETING DATE: July 23, 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 July 1, 2026, and July 8, 2026, in the amounts of $3,685,610.05, and $2,220,965.56, respectively.

Attachments:

1. Check Register & Summary July 8, 2026
2. Check Register & Summary July 1, 2026

5/18/2026 -- 7/10/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
37963	**7/10/2026**		**150442 ADVANCED ENGINEERING & ENVIRO**							
		426.00	WATERMAIN MODELING		518142	111499	5305.6235	2026104R	CONSULTANT SERVICES	WATER MGMT/REPORT/DATA ENTRY
		639.00	WATERMAIN MODELING		518142	111499	5305.6235	2026101G	CONSULTANT SERVICES	WATER MGMT/REPORT/DATA ENTRY
		1,491.00	SANITARY SEWER MODELING		518142	111499	5365.6235	2025106S	CONSULTANT SERVICES	SEWER MGMT/REPORTS/DATA ENTRY
		3,281.00	FEASIBILITY REPORT - STORMWATE		518143	111662	5505.6235	2024108R	CONSULTANT SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		5,837.00								
37964	**7/10/2026**		**100389 ALPHAGRAPHICS**							
		101.41	HANDICAP SIGNS 4TH OF JULY		518145	141632	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		101.41								
37965	**7/10/2026**		**153995 AMAZON CAPITAL SERVICES**							
		17.76	SIGNS		518148	13FPKWRYR9Q1	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		20.23	HAND SOAP		518148	13FPKWRYR9Q1	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		39.99	LIFEGUARD EQUIPMENT		518148	13FPKWRYR9Q1	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		119.97	LIFEGUARD EQUIPMENT		518148	13FPKWRYR9Q1	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		292.09	LIFEGUARD EQUIPMENT		518148	13FPKWRYR9Q1	1930.6210		OFFICE SUPPLIES	REDWOOD CC
		53.54	SANITIZER KIT		518146	14KLCDQJRWVK	2270.6229		GENERAL SUPPLIES	GOLF FOOD & BEVERAGE
		129.93	PAPER TOWELS		518155	14WCKGVLX6TM	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		640.25	LIFEGUARD SUNSCREEN		518147	17MT1GV96KG3	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		254.15	FRAMES FOR SALE		518161	17XDLYJTP7HK	2260.6418		GOLF-PRO SHOP OTHER	GOLF PRO SHOP MERCH SALES
		30.44	CHANGING TABLE STRAP		518154	1D49CVLFKDL4	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		131.43	BATHROOM SUPPLIES		518156	1GFKN97RKGVR	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		9.89	BOX CUTTERS		518152	1GKJ39QHDMT7	1920.6210		OFFICE SUPPLIES	SENIOR CENTER
		126.98	SHELF TAG SIGN HOLDER CLIPS		518158	1GKM11KLX773	5095.6210		OFFICE SUPPLIES	LIQUOR #3 OPERATIONS
		7.00	FIRST AID SUPPLIES		518151	1H6YNNLHLVW7	1855.6229		GENERAL SUPPLIES	REC FOOTBALL & SOCCER
		64.58	LUMBAR SUPPORT PILLOW FOOT RES		518149	1KDGQQFJRK36	1500.6229		GENERAL SUPPLIES	PW MANAGEMENT
		201.50	BUILDING AIR FILTERS		518157	1KPF7TXRLWY4	1900.6229		GENERAL SUPPLIES	AV COMMUNITY CENTER
		33.48	BUILDING MAINTENANCE SUPPLIES		518159	1LYP61NRPWWK	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		35.85	SPECIALTY TOOL FOR OIL DRAIN		518160	1TJHW9YLFD1H	1530.6211		SMALL TOOLS & EQUIPMENT	FLEET & BUILDINGS-CMF
		8.39	FIRST AID SUPPLIES		518150	1WJXF3C4WNTY	1850.6229		GENERAL SUPPLIES	REC SOFTBALL
		13.59	VACUUM FILTERS		518153	1XFN9DCKJQVR	1920.6215		EQUIPMENT-PARTS	SENIOR CENTER
		2,231.04								
37966	**7/10/2026**		**154253 APPLE FORD APPLE VALLEY**							
		432.50	POLICE VEHICLE LEASE-JULY		518165	20260629	1215.6310		RENTAL EXPENSE	POLICE DETECTIVE UNIT
		432.50								
37967	**7/10/2026**		**155342 BARREL THEORY BEER CO**							
		1,070.25	BEER#3	00052690	518002	8679	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		1,070.25								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
37967	**7/10/2026**		**155342 BARREL THEORY BEER CO**						**Continued...**	
37968	**7/10/2026**		**142897 BOLTON & MENK, INC.**							
		3,468.50	FINAL DESIGN - SURVEY		518166	398288	2027.6235	2026108R	CONSULTANT SERVICES	ROAD ESCROW
		1,953.00	RECORD DRAWINGS		518167	398291	2027.6235	2025101R	CONSULTANT SERVICES	ROAD ESCROW
		6,687.00	CONSTRUCTION ADMIN		518168	398292	2027.6235	2026101G	CONSULTANT SERVICES	ROAD ESCROW
		1,099.00	CONSTRUCTION ADMIN		518169	398294	2027.6235	2026105R	CONSULTANT SERVICES	ROAD ESCROW
		7,555.50	CONSTRUCTION ADMIN		518170	398296	2027.6235	2026106R	CONSULTANT SERVICES	ROAD ESCROW
		558.00	CONSTRUCTION ADMIN		518171	398298	2027.6235	2025109R	CONSULTANT SERVICES	ROAD ESCROW
		25,554.00	CONSTRUCTION ADMIN		518172	398300	2027.6235	2026109R	CONSULTANT SERVICES	ROAD ESCROW
		1,302.00	CONSTRUCTION ADMIN		518173	398301	4502.6235	2025147G	CONSULTANT SERVICES	IMPROVEMENTS-ASSESSED
		11,295.00	ROW INSPECTIONS - FIBER		518174	398306	1510.6235	2025149G	CONSULTANT SERVICES	PW ENGINEERING & TECHNICAL
		3,307.00	CONSTRUCTION ADMIN		518175	398309	4502.6235	2026112S	CONSULTANT SERVICES	IMPROVEMENTS-ASSESSED
		62,779.00								
37969	**7/10/2026**		**100296 BREAKTHRU BEVERAGE MIN - BEER**							
		2,694.90-	CMBEER#2 PAID INV TWICE	00000105	518344	126727390	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		18,199.60	BEER#3	00000105	518360	127362666	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		694.75	BEER#3	00000105	518361	127362668	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		1,371.70	LIQ#3	00000105	518362	127362669	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		4,070.50	BEER#2	00000105	518348	127362670	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		365.80	BEER#2	00000105	518346	127362671	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		23,634.35	BEER#1	00000105	518308	127362673	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		506.10-	CMBEER#1	00000105	518309	127362673	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		460.70	BEER#1	00000105	518310	127362674	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		464.75	BEER#1	00000105	518311	127362675	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		101.40	BEER#3	00000105	518363	127394799	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		169.00	BEER#2	00000105	518349	127394800	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		184.00	TAX#1	00000105	518321	127469542	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		394.00	BEER#1	00000105	518322	127469543	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		5,232.55	BEER#3	00000105	518369	127469714	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		413.60	BEER#3	00000105	518370	127469715	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		245.50	LIQ#3	00000105	518371	127469716	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		338.55	BEER#2	00000105	518351	127469717	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		310.50	LIQ#2	00000105	518353	127469719	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		17,050.95	BEER#1	00000105	518318	127469720	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		432.80	TAX#1	00000105	518319	127469721	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		700.25	LIQ#1	00000105	518320	127469722	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		332.70	BT BEER		518179	127477332	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		61.50	N/A HEINEKEN		518180	127477333	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		184.00	TAX#1	00000105	518332	127575194	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
37969	**7/10/2026**		**100296 BREAKTHRU BEVERAGE MIN - BEER**						**Continued...**	
		16,153.75	BEER#3	00000105	518375	127576752	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		884.40	TAX#3	00000105	518376	127576753	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		1,498.00	LIQ#3	00000105	518377	127576754	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		12,193.30	BEER#2	00000105	518354	127576755	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		247.80	BEER#2	00000105	518355	127576756	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		18,530.57	BEER#1	00000105	518329	127576757	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		720.70	BEER#1	00000105	518330	127576758	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		450.00	BEER#1	00000105	518331	127576759	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		288.00	BT LIQUOR - SUN CRUISER		518178	127580733	2270.6429		GOLF-LIQUOR	GOLF FOOD & BEVERAGE
		451.00	BT BEER		518181	127580734	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		6,292.75	BEER#3	00000105	518384	127686118	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		432.00	TAX#3	00000105	518385	127686119	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		23,473.80	BEER#1	00000105	518339	127686123	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		327.26-	CMBEER#1	00000105	518340	127686123	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		438.75	TAX#1	00000105	518341	127686124	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		552.25	LIQ#1	00000105	518342	127686125	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		155.00	BEER#1	00000105	518343	127686161	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		30.80-	CMBEER#1	00000105	518302	414745701	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		27.70-	CMBEER#3	00000105	518359	414782364	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		.01-	CMBEER#1	00000105	518306	414799982	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		21.60-	CMBEER#1	00000105	518303	414803816	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		5.40-	CMBEER#1	00000105	518304	414803817	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		58.80-	CMBEER#1	00000105	518305	414803818	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		97.20-	CMBEER#2	00000105	518345	414827328	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		72.00-	CMBEER#1	00000105	518307	414832020	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		411.10-	CMBEER#3	00000105	518364	414893917	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		110.40-	CMTAX#3	00000105	518365	414893918	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		13.85-	CMBEER#3	00000105	518366	414893919	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		13.60-	CMBEER#3	00000105	518367	414893920	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		25.60-	CMBEER#3	00000105	518368	414893921	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		55.20-	CMBEER#2	00000105	518350	414893923	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		28.80-	CMTAX#2	00000105	518347	414893924	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		144.00-	CMBEER#1	00000105	518312	414893926	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		1,455.30-	CMBEER#1	00000105	518313	414893928	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		144.60-	CMBEER#1	00000105	518314	414893929	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		89.00-	CMBEER#1	00000105	518315	414893930	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		5.40-	CMBEER#1	00000105	518316	414893933	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		97.20-	CMBEER#2	00000105	518352	414899849	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		909.00-	CMBEER#1	00000105	518317	414899854	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES

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37969	**7/10/2026**		**100296 BREAKTHRU BEVERAGE MIN - BEER**						**Continued...**	
		90.00-	CMBEER#1	00000105	518328	414911669	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		27.70-	CMBEER#3	00000105	518372	414914437	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		136.80-	CMTAX#3	00000105	518373	414914438	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		61.40-	CMBEER#3	00000105	518374	414914439	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		533.60-	CMBEER#1	00000105	518323	414914444	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		146.00-	CMBEER#1	00000105	518324	414914445	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		56.00-	CMTAX#1	00000105	518325	414914446	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		6.20-	CMBEER#1	00000105	518326	414914447	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		2.35-	CMBEER#1	00000105	518327	414914448	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		18.00-	CMBEER#3	00000105	518381	414932798	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		105.60-	CMBEER#3	00000105	518387	414940680	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		58.40-	CMBEER#3	00000105	518388	414940681	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		825.00-	CMBEER#3	00000105	518378	414941229	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		47.00-	CMBEER#3	00000105	518379	414941230	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		235.80-	CMBEER#3	00000105	518380	414941231	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		550.00-	CMBEER#2	00000105	518356	414941234	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		140.00-	CMBEER#2	00000105	518357	414941235	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		7.33-	CMBEER#2	00000105	518358	414941236	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		2,190.85-	CMBEER#1	00000105	518333	414941237	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		84.00-	CMBEER#1	00000105	518334	414941238	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		135.20-	CMBEER#1	00000105	518335	414941239	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		12.80-	CMBEER#1	00000105	518336	414941240	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		13.60-	CMBEER#1	00000105	518337	414941241	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		83.00-	CMBEER#1	00000105	518338	414941242	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		35.00-	CMBEER#3	00000105	518382	414953212	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		184.80-	CMBEER#3	00000105	518383	414961717	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		30.80-	CMBEER#3	00000105	518386	414966419	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		145,013.47								
37970	**7/10/2026**		**101173 BROWN'S ICE CREAM CO**							
		184.56	PIZZA		518182	22616820	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
		184.56								
37971	**7/10/2026**		**158313 CITY WIDE FACILITY SOLUTIONS**							
		1,418.09	CONTRACTUAL CLEANING - CMF		518189	32009042599	1530.6240		CLEANING SERVICE/GARBAGE REMOVFLEET & BUILDINGS-CMF	
		1,418.09								
37972	**7/10/2026**		**143314 CLEAR RIVER BEVERAGE**							
		45.67-	CMBEER#3	00051160	518012	864709	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		588.50	BEER#3	00051160	518011	864710	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES

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37972	**7/10/2026**		**143314 CLEAR RIVER BEVERAGE**						**Continued...**	
		263.50	BEER#2	00051160	518009	865804	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		588.00	THC#3	00051160	518013	865805	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		425.50	BEER#3	00051160	518014	865805	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		192.00	THC#1	00051160	518003	865855	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		242.00	BEER#1	00051160	518004	865855	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		126.00	TAX#1	00051160	518005	865855	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1,069.70	BEER#3	00051160	518015	866851	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		132.00	TAX#3	00051160	518016	866851	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		152.00	THC#1	00051160	518006	866882	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,675.50	BEER#1	00051160	518007	866882	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		463.80	BEER#2	00051160	518010	867793	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		274.00	BEER#1	00051160	518008	867926	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		6,146.83								
37973	**7/10/2026**		**100102 COLLEGE CITY BEVERAGE**							
		448.00	LIQ#1	00000114	518017	1266971	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		2,514.00	THC/CBD#1	00000114	518018	1266972	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		10,998.45	BEER#1	00000114	518019	1266972	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		315.63	TAX#1	00000114	518020	1266972	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		61.20	LIQ#2	00000114	518037	1267003	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		4,711.10	BEER#2	00000114	518038	1267004	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		130.50	LIQ#3	00000114	518052	1267074	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		323.00	THC#3	00000114	518053	1267075	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		4,698.55	BEER#3	00000114	518054	1267075	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		169.45	TAX#3	00000114	518055	1267075	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		63.79-	CMBEER#1	00000114	518025	1269382	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		781.85	LIQ#1	00000114	518021	1269383	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		493.00	THC/CBD#1	00000114	518022	1269384	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		12,265.65	BEER#1	00000114	518023	1269384	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		70.24	TAX#1	00000114	518024	1269384	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		866.20	LIQ#2	00000114	518039	1269424	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		4,201.20	BEER#2	00000114	518040	1269425	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		43.20	TAX#2	00000114	518041	1269425	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		5,062.80	LIQ#3	00000114	518056	1269556	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		625.00	THC#3	00000114	518057	1269557	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		7,125.75	BEER#3	00000114	518058	1269557	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		147.30	TAX#3	00000114	518059	1269557	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		192.75	CC LIQUOR - CARB		518190	1270818	2270.6429		GOLF-LIQUOR	GOLF FOOD & BEVERAGE
		336.20	CC BEER		518191	1270819	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		17.55-	CMBEER#1	00000114	518031	1271906	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES

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37973	**7/10/2026**		**100102 COLLEGE CITY BEVERAGE**						**Continued...**	
		1,159.00	LIQ#1	00000114	518026	1271907	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		518.00	THC/CBD#1	00000114	518027	1271908	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		2,072.70	BEER#1	00000114	518028	1271908	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		185.40	TAX#1	00000114	518029	1271908	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		28.00	NTAX#1	00000114	518030	1271908	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		183.60	LIQ#2	00000114	518042	1271943	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		682.00	THC#2	00000114	518043	1271944	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		3,364.20	BEER#2	00000114	518044	1271944	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		65.97	ARNIE PALMER		518192	1271995	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		1,325.95	CC BEER		518192	1271995	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		54.00-	CMTHC#3	00000114	518064	1272131	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		474.00	LIQ#3	00000114	518060	1272132	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1,195.00	THC#3	00000114	518061	1272135	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		3,322.50	BEER#3	00000114	518062	1272135	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		100.50	TAX#3	00000114	518063	1272135	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		5,694.60	LIQ#1	00000114	518033	1274342	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		98.00	THC/CBD#1	00000114	518034	1274343	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		12,248.55	BEER#1	00000114	518035	1274343	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		157.24	TAX#1	00000114	518036	1274343	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		647.40	LIQ#2	00000114	518046	1274362	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		472.00	THC#2	00000114	518048	1274363	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		1,381.35	BEER#2	00000114	518049	1274363	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		22.80	TAX#2	00000114	518050	1274363	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		66.00	NTAX#2	00000114	518051	1274363	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		4,937.00	BEER#2	00000114	518047	1274382	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		5,496.30	LIQ#3	00000114	518068	1274552	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		141.40	WINE#3	00000114	518069	1274552	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2,858.90	BEER#3	00000114	518070	1274553	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		68.88	TAX#3	00000114	518071	1274553	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		38.00	NTAX#3	00000114	518072	1274553	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		824.60-	CMBEER#3	00000114	518065	1274764	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		739.20	BEER#3	00000114	518066	1275046	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		30.00	BEER#1	00000114	518032	240100220	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		11.25-	CMBEER#3	00000114	518067	256100061	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		13.83-	CMBEER#2	00000114	518045	256100062	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		22.24-	RETURN-GOLF-BEER		518389	256100063	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		105,348.20								
37974	**7/10/2026**		**159121 DANGEROUS MAN BREWING CO**							
		329.20	BEER#2	00053200	518074	9007	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES

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37974	**7/10/2026**		**159121 DANGEROUS MAN BREWING CO**						**Continued...**	
		560.80	BEER#3	00053200	518075	9020	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		289.60	BEER#1	00053200	518073	9056	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		278.40	BEER#3	00053200	518076	9063	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		180.00-	CMBEER#3	00053200	518077	9133	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		1,278.00								
37975	**7/10/2026**		**101387 EGAN**							
		12,046.86	CITY OWN LIGHT MAINT. REPAIRS		518199	JC367136N001	5805.6249		OTHER CONTRACTUAL SERVICES	STREET LIGHT UTILITY FUND
		16,453.83	CLAIM # CP 498941		518200	JC367136N002	7205.6399		OTHER CHARGES	INSURANCE CLAIMS
		7,784.41	CITY OWNED LIGHT REPLACEMENTS		518202	JC367136N003	5805.6215		EQUIPMENT-PARTS	STREET LIGHT UTILITY FUND
		7,784.41	CLAIM # CP 450044		518202	JC367136N003	7205.6399		OTHER CHARGES	INSURANCE CLAIMS
		12,728.50	CLAIM # CP 524900		518201	JC367136N004	7205.6399		OTHER CHARGES	INSURANCE CLAIMS
		56,798.01								
37976	**7/10/2026**		**157586 EMERGENCY TECHNICAL DECON**							
		272.00-	GEAR REPAIR CREDIT		515011	1372	1330.6265		REPAIRS-EQUIPMENT	FIRE OPERATIONS
		4,304.38	TURNOUT GEAR REPAIRS		518203	1417	1330.6265		REPAIRS-EQUIPMENT	FIRE OPERATIONS
		4,032.38								
37977	**7/10/2026**		**161157 GLOBAL RESERVE LLC**							
		800.00	THC/CBD#2	00053020	518087	26840	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		502.00	THC/CBD#1	00053020	518084	27054	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		444.00	THC/CBD#2	00053020	518086	27132	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		451.00	THC/CBD#2	00053020	518085	27260	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		846.00	THC/CBD#1	00053020	518082	27267	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		844.00	THC/CBD#3	00053020	518088	27349	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		104.00	THC/CBD#1	00053020	518083	27445	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		3,991.00								
37978	**7/10/2026**		**100216 GRAFIX SHOPPE**							
		630.00	4981 - E12 GRAPHICS		518212	172123	1350.6265		REPAIRS-EQUIPMENT	FIRE VEHICLE MAINTENANCE
		630.00								
37979	**7/10/2026**		**136639 IMPACT PROVEN SOLUTIONS**							
		750.67	UB PRINT/MAIL BILLS JUNE		518216	224148	5365.6249		OTHER CONTRACTUAL SERVICES	SEWER MGMT/REPORTS/DATA ENTRY
		750.68	UB PRINT/MAIL BILLS JUNE		518216	224148	5305.6249		OTHER CONTRACTUAL SERVICES	WATER MGMT/REPORT/DATA ENTRY
		1,420.34	UB POSTAGE JUNE		518216	224148	5365.6238		POSTAGE/UPS/FEDEX	SEWER MGMT/REPORTS/DATA ENTRY
		1,420.34	UB POSTAGE JUNE		518216	224148	5305.6238		POSTAGE/UPS/FEDEX	WATER MGMT/REPORT/DATA ENTRY
		4,342.03								

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37980	**7/10/2026**		**100858 IMPERIALDADE**							
		200.00	PAPER GOODS/GARBAGE BAGS		518217	42033631	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		512.52	PAPER GOODS/GARBAGE BAGS		518217	42033631	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		712.52								
37981	**7/10/2026**		**103314 INNOVATIVE OFFICE SOLUTIONS**							
		402.06	FOLDERS & LABELS FOR ELECTIONS		518219	IN5145593	1015.6210		OFFICE SUPPLIES	CITY CLERK/ELECTIONS
		429.62	LASERPRINT PPR & PENS-FINANCE		518219	IN5145593	1035.6210		OFFICE SUPPLIES	FINANCE
		9.01	PRIVACY BOARDS-ELECTIONS		518218	IN5146339	1015.6210		OFFICE SUPPLIES	CITY CLERK/ELECTIONS
		228.77	PAPER TOWEL & TOILET PAPER		518223	IN5146359	5265.6229		GENERAL SUPPLIES	ARENA 2 BLDG MAINTENANCE-HAYES
		55.26	LEGAL PADS		518221	IN5146388	1200.6210		OFFICE SUPPLIES	POLICE MANAGEMENT
		29.81	PAPER ROLLS MARKERS PENS		518220	IN5147182	1530.6210		OFFICE SUPPLIES	FLEET & BUILDINGS-CMF
		42.23	LABELS CLIP BOARDS HILIGHTERS		518220	IN5147182	1500.6210		OFFICE SUPPLIES	PW MANAGEMENT
		26.33	NAME BADGES, MEMO BOOK		518222	IN5147230	1200.6210		OFFICE SUPPLIES	POLICE MANAGEMENT
		34.35	AVSC MAIL TRAY		518224	IN5147925	1700.6210		OFFICE SUPPLIES	PARK & RECREATION MANAGEMENT
		1,257.44								
37982	**7/10/2026**		**151539 JUNKYARD BREWING CO. LLC**							
		131.00	BEER#2	00052261	518256	9573	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		523.00	BEER#3	00052261	518257	9636	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		211.00	BEER#1	00052261	518255	9637	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		865.00								
37983	**7/10/2026**		**144552 KENDELL DOORS & HARDWARE INC**							
		747.98	DOOR HARDWARE - CMF		518395	IN133177	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		44.18	DOOR HARDWARE-KEYS & CORES-MC		518394	IN133198	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		792.16								
37984	**7/10/2026**		**100279 LAW ENFORCEMENT LABOR SERVICES**							
		730.00	SERGEANT (#243) UNION DUES		517943	701261129163	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		3,139.00	POLICE (#71) UNION DUES		517943	701261129163	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		3,869.00								
37985	**7/10/2026**		**154223 LIGHTNING DISPOSAL, INC.**							
		367.06	YARD DUMPSTER		518398	961260	1720.6240		CLEANING SERVICE/GARBAGE REMOV	PARK GROUNDS MAINTENANCE
		367.07	YARD DUMPSTER		518398	961260	1600.6240		CLEANING SERVICE/GARBAGE REMOV	STREET MANAGEMENT
		734.13								
37986	**7/10/2026**		**100289 LOGIS**							
		960.00	BUDGET CONSULTING		518226	154053	1030.6235		CONSULTANT SERVICES	INFORMATION TECHNOLOGY
		960.00								

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37986	**7/10/2026**		**100289 LOGIS**						**Continued...**	
37987	**7/10/2026**		**100021 M AMUNDSON LLP**							
		21.60	TAX#1	00044390	518258	425817	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1,397.58	NTAX#1	00044390	518259	425817	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		1,419.18								
37988	**7/10/2026**		**162548 MANSFIELD SERVICE PARTNERS**							
		23,060.21	NO LEAD FUEL (7504 GALS)		518228	IN00408741	1000.1520		INVENTORY-UNLEADED FUEL	GENERAL FUND BALANCE SHEET
		23,060.21								
37989	**7/10/2026**		**148903 MARCO TECHNOLOGIES LLC**							
		215.00	SCANNER CLEANING & MAINTENANCE		518229	INV15394701	1035.6265		REPAIRS-EQUIPMENT	FINANCE
		215.00								
37990	**7/10/2026**		**152514 MEGA BEER LLC**							
		124.25	BEER#2	00052423	518262	41877	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		658.00	BEER#3	00052423	518263	41972	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		202.50	BEER#3	00052423	518264	42236	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		388.50	BEER#1	00052423	518260	42314	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		1,070.25	BEER#3	00052423	518265	42957	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		373.75	BEER#1	00052423	518261	43200	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		2,817.25								
37991	**7/10/2026**		**156194 METRO ALARM & LOCK**							
		145.97	ALARM MONITORING		518242	60836	5025.6249		OTHER CONTRACTUAL SERVICES	LIQUOR #1 OPERATIONS
		423.50	FS2 FIRE ALAM SYSTEM REPAIR		518241	90517	1340.6266		REPAIRS-BUILDING	FIRE BLDG & GROUNDS MNTC
		569.47								
37992	**7/10/2026**		**151869 MODIST BREWING CO LLC**							
		166.10	BEER#2	00052303	518270	67958	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		466.00	BEER#1	00052303	518269	68367	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		345.95	BEER#3	00052303	518272	68368	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		332.10	BEER#2	00052303	518271	68564	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		1,310.15								
37993	**7/10/2026**		**100348 MTI DISTRIBUTING CO**							
		1,127.51	DECODER BOARD AND CORE		518246	152619500	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE
		562.36	4700 PARTS		518247	152668000	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		1,689.87								

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37994	7/10/2026		158120 MY PICKLEBALL COACH							
		907.50	PICKLEBALL LESSON 4/30-6/4		518248	6222026	1855.6249		OTHER CONTRACTUAL SERVICES	REC FOOTBALL & SOCCER
		907.50								
37995	7/10/2026		141813 MYLES MILLER DRAFT LINE CLEANING SERVICE							
		90.00	BEER LINE CLEANING		518249	4367	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		90.00								
37996	7/10/2026		146279 NORDIC MECHANICAL SERVICES, I							
		6,354.10	SV BOILER START UP AND REPAIR		518399	83497	1940.6249		OTHER CONTRACTUAL SERVICES	SPLASH VALLEY WATER PARK
		6,354.10								
37997	7/10/2026		162928 NORTH STAR HEMP LLC							
		120.00	THC#1	00053117	518275	630265	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		235.00	THC#2	00053117	518276	68266	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		355.00								
37998	7/10/2026		148951 PERFORMANCE PLUS LLC							
		525.00	HEALTH ASS. HALLEN		518404	5122096	1300.6235		CONSULTANT SERVICES	FIRE MANAGEMENT
		1,050.00	HEALTH ASS. DIAZ AND HIEM		518403	5122103	1300.6235		CONSULTANT SERVICES	FIRE MANAGEMENT
		1,575.00								
37999	7/10/2026		100382 PILGRIM PROMOTIONS							
		25.27	% STOCK TSHIRTS & HATS		518405	17017	1920.6281		UNIFORM/CLOTHING ALLOWANCE	SENIOR CENTER
		25.27	% STOCK TSHIRTS & HATS		518405	17017	1900.6281		UNIFORM/CLOTHING ALLOWANCE	AV COMMUNITY CENTER
		50.55	% STOCK TSHIRTS & HATS		518405	17017	1510.6281		UNIFORM/CLOTHING ALLOWANCE	PW ENGINEERING & TECHNICAL
		63.18	% STOCK TSHIRTS & HATS		518405	17017	1060.6281		UNIFORM/CLOTHING ALLOWANCE	MUNICIPAL BLDG & GROUNDS MNTC
		75.82	% STOCK TSHIRTS & HATS		518405	17017	1520.6281		UNIFORM/CLOTHING ALLOWANCE	NATURAL RESOURCES
		101.09	% STOCK TSHIRTS & HATS		518405	17017	1400.6281		UNIFORM/CLOTHING ALLOWANCE	INSPECTIONS MANAGEMENT
		151.64	% STOCK TSHIRTS & HATS		518405	17017	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		328.55	% STOCK TSHIRTS & HATS		518405	17017	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		379.09	% STOCK TSHIRTS & HATS		518405	17017	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		50.55	% STOCK TSHIRTS & HATS		518405	17017	2205.6281		UNIFORM/CLOTHING ALLOWANCE	GOLF MANAGEMENT
		25.27	% STOCK TSHIRTS & HATS		518405	17017	5205.6281		UNIFORM/CLOTHING ALLOWANCE	ARENA 1 MANAGEMENT
		126.36	% STOCK TSHIRTS & HATS		518405	17017	5365.6281		UNIFORM/CLOTHING ALLOWANCE	SEWER MGMT/REPORTS/DATA ENTRY
		126.36	% STOCK TSHIRTS & HATS		518405	17017	5305.6281		UNIFORM/CLOTHING ALLOWANCE	WATER MGMT/REPORT/DATA ENTRY
		1,529.00								
38000	7/10/2026		122110 REINDERS INC							
		1,159.32	50TH ANNIVERSARY FLAG		518410	341502100	2260.6418		GOLF-PRO SHOP OTHER	GOLF PRO SHOP MERCH SALES
		78.30	8 INCH BLADE		518409	341792500	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE

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38000	**7/10/2026**		**122110 REINDERS INC**						**Continued...**	
		1,237.62								
38001	**7/10/2026**		**100829 SHAMROCK GROUP INC**							
		154.46	NO TAX#3	00052880	518290	18102434	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		128.76	NO TAX#2	00052880	518286	18102435	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		181.88	NO TAX#1	00052880	518283	18102438	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		48.22	NO TAX#3	00052880	518289	25500091	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		32.16	NO TAX#3	00052880	518291	25500114	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		116.56	NO TAX#3	00052880	518293	25500151	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		99.76	NO TAX#2	00052880	518288	25500153	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		60.28	NO TAX#1	00052880	518285	25500154	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		160.92	NO TAX#3	00052880	518292	26800085	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		229.40	NO TAX#1	00052880	518284	26800089	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		206.72	NO TAX#2	00052880	518287	2680086	5055.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		20.00	CO2		518421	R821614	2270.6249		OTHER CONTRACTUAL SERVICES	GOLF FOOD & BEVERAGE
		1,439.12								
38002	**7/10/2026**		**119875 SOUTH METRO RENTAL**							
		40.37	REPAIR PARTS BLVD		518422	102818	1610.6229		GENERAL SUPPLIES	STREET/BOULEVARD REPAIR & MNTC
		40.37								
38003	**7/10/2026**		**154547 SPIRAL BREWERY LLC**							
		140.00	BEER#1	00052626	518296	22106	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		140.00								
38004	**7/10/2026**		**102904 ST ANDREWS PRODUCTS CO**							
		293.64	PENCILS		518423	14101803	2215.6229		GENERAL SUPPLIES	GOLF CLUBHOUSE BUILDING
		293.64								
38005	**7/10/2026**		**145118 STEEL TOE BREWING, LLC**							
		150.00	BEER#1	00051551	518297	66969	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		150.00								
38006	**7/10/2026**		**130680 STEWART, PENNY**							
		181.14	MILEAGE FOR FIRST 1/2 OF 2026		518425	20260626	1020.6277		MILEAGE/AUTO ALLOWANCE	HUMAN RESOURCES
		181.14								
38007	**7/10/2026**		**150590 STONEBROOKE ENGINEERING**							
		4,200.05	ELECTRICAL OH TO UG EASEMENTS		518426	3	4752.6235	2026130E	CONSULTANT SERVICES	ELECTRIC FRANCHSE
		4,200.05								

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38007	7/10/2026		150590 STONEBROOKE ENGINEERING						Continued...	
38008	7/10/2026		158542 STRATUS BUILDING SOLUTIONS OF ST PAUL							
		459.53	CLEANING SERVICE		518427	17294	2215.6240		CLEANING SERVICE/GARBAGE REMOV	GOLF CLUBHOUSE BUILDING
		459.53								
38009	7/10/2026		101753 SYSCO MINNESOTA, INC							
		20.12	SUPPLIES		517973	647567529	2270.6422		GOLF-KITCHEN SUPPLIES	GOLF FOOD & BEVERAGE
		26.71	GRAPE		517973	647567529	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		1,135.96	FOOD		517973	647567529	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
		21.14	SUPPLIES		518429	647645659	2270.6422		GOLF-KITCHEN SUPPLIES	GOLF FOOD & BEVERAGE
		23.95	GRAPE JUICE		518429	647645659	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		1,730.05	FOOD		518429	647645659	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
		74.67	SUPPLIES		518428	647658776	2270.6422		GOLF-KITCHEN SUPPLIES	GOLF FOOD & BEVERAGE
		150.00	DEWS		518428	647658776	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		1,531.75	FOOD		518428	647658776	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
		1,044.01	FOOD FOR RESALE.		518430	647667649	1940.6540		TAXABLE MISC FOR RESALE	SPLASH VALLEY WATER PARK
		5,758.36								
38010	7/10/2026		101213 TRAFFIC CONTROL CORPORATION							
		700.00	SIGNAL MAINTENANCE		518432	166037	2027.6269	2025104R	REPAIRS-OTHER	ROAD ESCROW
		700.00								
38011	7/10/2026		100481 TRI-STATE BOBCAT INC							
		223.82	FLAIL MOWER PARTS		518434	P61321	1610.6215		EQUIPMENT-PARTS	STREET/BOULEVARD REPAIR & MNTC
		15.02	PARTS - SWITCH #439		518433	P61977	5345.6215		EQUIPMENT-PARTS	WATER EQUIP/VEHICLE/MISC MNTC
		15.03	PARTS - SWITCH #439		518433	P61977	5390.6215		EQUIPMENT-PARTS	SWR EQUIP/VEHICLE MISC MNTC/RP
		253.87								
38012	7/10/2026		151366 URBAN GROWLER BREWING COMPANY							
		335.00	BEER#1	00052250	518298	43435	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		335.00								
38013	7/10/2026		100496 VAN PAPER CO							
		345.29	BAGS#1	00008795	518299	147466	5025.6229		GENERAL SUPPLIES	LIQUOR #1 OPERATIONS
		3.45-	DISCT#1	00008795	518300	147466	5025.6333		GENERAL-CASH DISCOUNTS	LIQUOR #1 OPERATIONS
		341.84								
38014	7/10/2026		158620 VENN BREWING COMPANY							
		279.00	BEER#1	00052964	518301	12994	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		279.00								

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38014	7/10/2026		158620 VENN BREWING COMPANY						Continued...	
38015	7/10/2026		100834 VERSATILE VEHICLES INC							
		690.11	CART REPAIR ON TWO CARTS		518435	164320	2240.6265		REPAIRS-EQUIPMENT	GOLF EQUIPMENT MAINTENANCE
		690.11								
329492	7/8/2026		147492 ACUSHNET COMPANY							
		994.80	PINNACLE 15 BALL PK		518140	923432443	2270.6412		GOLF-BALLS	GOLF FOOD & BEVERAGE
		2,329.98	TITLEIST GOLF BALLS		518141	923432444	2260.6412		GOLF-BALLS	GOLF PRO SHOP MERCH SALES
		1,104.84	TITLEIST PRO V1		518208	923524551	2260.6412		GOLF-BALLS	GOLF PRO SHOP MERCH SALES
		4,429.62								
329493	7/8/2026		150855 ALL GOALS INC							
		491.70	NEW SOCCER NETS		518144	24105	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		491.70								
329494	7/8/2026		100023 ANDERSEN INC, EARL F							
		75.00	SIGN REPLACEMENTS		518164	143010IN	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		60.20	SIGN REPLACEMENTS		518162	143011IN	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		305.60	SIGN REPLACEMENTS		518163	143012IN	1680.6229		GENERAL SUPPLIES	TRAFFIC SIGNS/SIGNALS/MARKERS
		55.00	SIGNS FOR PICKLEBALL COURT		518209	143112IN	1745.6229		GENERAL SUPPLIES	PARK CRT/GAME AREA MAINTENANCE
		495.80								
329495	7/8/2026		163269 ARBEITER BREWING CO LLC							
		180.00	BEER#1	00053128	517978	18450	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		180.00								
329496	7/8/2026		125174 ARTISAN BEER COMPANY							
		68.52	THC#2	00047806	517985	3856894	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		408.00	BEER#2	00047806	517986	3862233	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		716.60	BEER#2	00047806	517987	3862701	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		164.00	THC#3	00047806	517991	3862879	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		164.00	THC#3	00047806	517992	3862880	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		738.00	THC#3	00047806	517993	3864158	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		548.90	BEER#1	00047806	517979	3864159	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		636.00	THC#1	00047806	517980	3864161	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		400.94	THC#2	00047806	517988	3864162	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		467.45	BEER#3	00047806	517994	3864164	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		82.00	THC#3	00047806	517995	3864165	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		5,066.30	BEER#1	00047806	517981	3866094	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		379.00	THC#1	00047806	517982	3866095	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES

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329496	7/8/2026		**125174 ARTISAN BEER COMPANY**							
		1,244.42	THC#1	00047806	517983	3866096	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		3,530.90	BEER#2	00047806	517989	3866097	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		88.00	THC#2	00047806	517990	3866098	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		5,078.00	BEER#3	00047806	517996	3866099	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		135.40	TAX#3	00047806	517997	3866100	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		57.70	THC#3	00047806	517998	3866101	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		174.00	THC#3	00047806	517999	3868038	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		701.30	BEER#3	00047806	518000	3868039	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		120.00	BEER#1	00047806	517984	3868182	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		120.00	BEER#3	00047806	518001	3868183	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		21,089.43								
329497	7/8/2026		**158702 BENETTI, TIMOTHY**							
		222.58	EDAM-T BENETTI-BRAINERD		518441	20260605	1100.6276		SCHOOLS/CONFERENCES/EXP OTHERDEV MANAGEMENT	
		222.58								
329498	7/8/2026		**100072 BRAUN INTERTEC CORPORATION**							
		4,178.00	MATERIAL TESTING		518176	IN1018232	2027.6235	2026106R	CONSULTANT SERVICES	ROAD ESCROW
		425.00	MATERIAL TESTING		518177	IN1018444	5505.6235	2026107D	CONSULTANT SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		4,603.00								
329499	7/8/2026		**163758 C&D OIL OF WASECA**							
		520.00	FILTER DISPOSAL		518183	61604	1530.6240		CLEANING SERVICE/GARBAGE REMOVFLEET & BUILDINGS-CMF	
		520.00								
329500	7/8/2026		**163374 CENTRAL TRAILER SALES**							
		8,098.93	STR #376 TRAILER REPLACMENT		518184	96850	7440.1750		TRANSPORTATION EQUIPMNT	VERF-STREET MAINT BAL SHT
		8,098.93								
329501	7/8/2026		**146174 CHAMPION PLUMBING**							
		14,931.00	PLUMBING INSPECTIONS		518185	I40090	2027.6810	2026106R	CONSTRUCTION IN PROGRESS	ROAD ESCROW
		14,931.00								
329502	7/8/2026		**159037 CHUX**							
		1,800.00	SHIRTS FOR RESALE		518186	12915	1940.6540		TAXABLE MISC FOR RESALE	SPLASH VALLEY WATER PARK
		1,800.00								
329503	7/8/2026		**100282 CINTAS CORPORATION**							
		1.74-	ARENA 1 SALES TAX ADJ-MATS		518193	4272557834	5205.6240		CLEANING SERVICE/GARBAGE REMOVARENA 1 MANAGEMENT	
		1.74	ARENA 1 SALES TAX ADJ-MATS		518193	4272557834	5200.2330		DUE TO OTHER GOVERNMENT	ARENA FUND BALANCE SHEET

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329503	7/8/2026		100282 CINTAS CORPORATION						Continued...	
		23.12	AVSA ENTRANCE MATS		518193	4272557834	5205.6240		CLEANING SERVICE/GARBAGE REMOV	ARENA 1 MANAGEMENT
		54.48	RUG SERVICE - CMF		518187	4272882826	1530.6240		CLEANING SERVICE/GARBAGE REMOV	FLEET & BUILDINGS-CMF
		1.28-	ARENA 2 SALES TAX ADJ-MATS		518194	4272882976	5265.6249		OTHER CONTRACTUAL SERVICES	ARENA 2 BLDG MAINTENANCE-HAYES
		1.28	ARENA 2 SALES TAX ADJ-MATS		518194	4272882976	5200.2330		DUE TO OTHER GOVERNMENT	ARENA FUND BALANCE SHEET
		17.03	HAYES ENTRANCE MATS		518194	4272882976	5265.6249		OTHER CONTRACTUAL SERVICES	ARENA 2 BLDG MAINTENANCE-HAYES
		446.63	CINTAS LINENS		518196	4273365321	2270.6240		CLEANING SERVICE/GARBAGE	GOLF FOOD & BEVERAGE
		89.12	CH MAT SERVICE		518438	4273597165	1060.6240		CLEANING SERVICE/GARBAGE REMOV	MUNICIPAL BLDG & GROUNDS MNTC
		13.51	PARKS COVERALLS		518188	4273742762	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		16.98	SHOP COVERALLS		518188	4273742762	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		44.48	STREETS COVERALLS		518188	4273742762	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		4.45-	LIQ 3 USE TAX		518195	4273746290	5000.2330		DUE TO OTHER GOVERNMENT	LIQUOR BALANCE SHEET
		4.45	LIQ 3 USE TAX		518195	4273746290	5095.6240		CLEANING SERVICE/GARBAGE REMOV	LIQUOR #3 OPERATIONS
		64.74	RUGS AND MOP HEADS		518195	4273746290	5095.6240		CLEANING SERVICE/GARBAGE REMOV	LIQUOR #3 OPERATIONS
		770.09								
329504	7/8/2026		162803 CSG FORTE PAYMENTS INC							
		487.98	CC MACHINE		518197	3046025	1930.6210		OFFICE SUPPLIES	REDWOOD CC
		487.98								
329505	7/8/2026		120652 DAKOTA COUNTY							
		5,500.00	WETLAND HEALTH EVALUATION PROG		518198	20260624	5505.6249		OTHER CONTRACTUAL SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		5,500.00								
329506	7/8/2026		158230 FALLING KNIFE BREWING CO							
		400.00	BEER#1	00052916	518078	25686	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		213.00	BEER#2	00052916	518080	25822	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		563.00	BEER#3	00052916	518081	25913	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		240.00	THC#1	00052916	518079	25944	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,416.00								
329507	7/8/2026		158947 FONROCHE LIGHTING AMERICA							
		20,550.00	STREET LIGHTS - GERMANE		518204	2127	5805.6735		CAPITAL OUTLAY-OTHER IMPROVEME	STREET LIGHT UTILITY FUND
		20,550.00								
329508	7/8/2026		102694 GERTENS							
		684.25	SAND FOR COURSE		518205	1946176	2235.6229		GENERAL SUPPLIES	GOLF COURSE MAINTENANCE
		344.50	WEED SPRAY		518210	26226412	1720.6214		CHEMICALS	PARK GROUNDS MAINTENANCE
		1,028.75								
329509	7/8/2026		165585 GFSI LLC							

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329509	**7/8/2026**		**165585 GFSI LLC**							
		77.13	UNDER ARMOUR CLOTHING		518206	12000841	2260.6413		GOLF-CAPS/HATS/CLOTHING	GOLF PRO SHOP MERCH SALES
		77.13								
329510	**7/8/2026**		**101328 GOVCONNECTION INC**							
		2,259.18	LCD MONITORS		518211	77768183	1030.6725		CAPITAL OUTLAY-OFFICE EQUIP	INFORMATION TECHNOLOGY
		2,259.18								
329511	**7/8/2026**		**158141 GRANNES, MICHELLE**							
		491.31	RAINWATER REWARDS		518207	20260617	5505.6249		OTHER CONTRACTUAL SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		491.31								
329512	**7/8/2026**		**100314 GREAT LAKES COCA-COLA DISTRIBU**							
		1,393.80	TAX#3	00000122	518091	52863012021	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		119.83	NTAX#3	00000122	518092	52863012021	5085.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		786.33	TAX#1	00000122	518089	52928621011	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		24.36	NTAX#1	00000122	518090	52928621011	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		2,324.32								
329513	**7/8/2026**		**101169 HAWKINS, INC.**							
		5,869.00	AZONE 15		518390	7460422	1930.6249		OTHER CONTRACTUAL SERVICES	REDWOOD CC
		4,856.13	SODIUM BICARBONATE, HYDROXIDE		518391	7460423	1940.6249		OTHER CONTRACTUAL SERVICES	SPLASH VALLEY WATER PARK
		10,725.13								
329514	**7/8/2026**		**164890 HAYES, CARTER**							
		49.30	MILEAGE - CARTER		518213	20260626	1100.6277		MILEAGE/AUTO ALLOWANCE	DEV MANAGEMENT
		49.30								
329515	**7/8/2026**		**108865 HERITAGE LANDSCAPE SUPPLY GROUP**							
		163.86	PESTICIDE		518214	27705062002	2235.6214		CHEMICALS	GOLF COURSE MAINTENANCE
		1,110.00	FERT		518214	27705062002	2235.6213		FERTILIZER	GOLF COURSE MAINTENANCE
		1,273.86								
329516	**7/8/2026**		**100231 HOHENSTEINS INC**							
		52.00	N/A		518392	938628	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		182.40	HOH BEER		518392	938628	2270.6419		GOLF-BEER	GOLF FOOD & BEVERAGE
		585.00	THC#3	00005574	518105	939454	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		520.80	BEER#3	00005574	518106	939454	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		66.30	TAX#3	00005574	518107	939454	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		524.12	THC#1	00005574	518093	939498	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		502.65	BEER#1	00005574	518094	939498	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES

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329516	**7/8/2026**		**100231 HOHENSTEINS INC**						**Continued...**	
		64.50	TAX#1	00005574	518095	939498	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		277.00	THC#2	00005574	518103	941611	5055.6515		THC/CBD	LIQUOR #2 STOCK PURCHASES
		1,415.80	BEER#2	00005574	518104	941611	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		401.90	THC#3	00005574	518108	941679	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		2,067.20	BEER#3	00005574	518109	941679	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		156.60	TAX#3	00005574	518110	941679	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		92.30	LIQ#1	00005574	518096	941712	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		608.40	THC#1	00005574	518097	941712	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		1,658.40	BEER#1	00005574	518098	941712	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		76.75	TAX#1	00005574	518099	941712	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		733.80	THC#3	00005574	518111	943880	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		1,524.65	BEER#3	00005574	518112	943880	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		66.00	TAX#3	00005574	518113	943880	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		75.50	THC#1	00005574	518100	943914	5015.6515		THC/CBD	LIQUOR #1 STOCK PURCHASES
		899.90	BEER#1	00005574	518101	943914	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		120.00	TAX#1	00005574	518102	943914	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		12,671.97								
329517	**7/8/2026**		**153226 HYVEE**							
		1,103.41	LADIES 6/16 LUNCHEON		518215	20260616	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
		1,103.41								
329518	**7/8/2026**		**158334 INSIGHT BREWING CO**							
		510.34	THC#3	00052942	518253	32082	5085.6515		THC/CBD	LIQUOR #3 STOCK PURCHASES
		194.00	BEER#3	00052942	518254	32274	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		318.89	BEER#1	00052942	518250	32275	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		124.54	BEER#2	00052942	518252	32517	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		283.96	BEER#1	00052942	518251	32519	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		1,431.73								
329519	**7/8/2026**		**100247 INTERSTATE POWER SYSTEMS**							
		540.33	REPAIR - TRANSMISSION #324		518225	R00123383801	1630.6265		REPAIRS-EQUIPMENT	STREET EQUIPMENT MAINTENANCE
		540.33								
329520	**7/8/2026**		**113594 JR'S ADVANCED RECYCLERS**							
		120.00	CLEAN UP BUILDING 2		518393	118377	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		120.00								
329521	**7/8/2026**		**145922 KLAUSLER, TIMOTHY WILLIAM**							
		101.50	KLAUSLER MILEAGE - MAY 2026		518396	20260624	2012.6277		MILEAGE/AUTO ALLOWANCE	CABLE TV JOINT POWERS

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329521	7/8/2026		145922 KLAUSLER, TIMOTHY WILLIAM						Continued...	
		101.50								
329522	7/8/2026		100532 LANO EQUIPMENT INC							
		37,000.00	UTL FLEET ADDITION SKID STEER		518397	11245734	5305.6730		CAPITAL OUTLAY-TRANSPORTATION	WATER MGMT/REPORT/DATA ENTRY
		42,294.04	UTL FLEET ADDITION SKID STEER		518397	11245734	5365.6730		CAPITAL OUTLAY-TRANSPORTATION	SEWER MGMT/REPORTS/DATA ENTRY
		79,294.04								
329523	7/8/2026		145429 LUBE-TECH RELIABLE ASCENTEK INC							
		184.51	OIL - BULK 15-40		518227	4193841	1765.6212		MOTOR FUELS/OILS	PARK EQUIPMENT MAINTENANCE
		184.51	OIL - BULK 15-40		518227	4193841	1630.6212		MOTOR FUELS/OILS	STREET EQUIPMENT MAINTENANCE
		184.51	OIL - BULK 15-40		518227	4193841	1350.6212		MOTOR FUELS/OILS	FIRE VEHICLE MAINTENANCE
		184.51	OIL - BULK 15-40		518227	4193841	5345.6212		MOTOR FUELS/OILS	WATER EQUIP/VEHICLE/MISC MNTC
		184.53	OIL - BULK 15-40		518227	4193841	5390.6212		MOTOR FUELS/OILS	SWR EQUIP/VEHICLE MISC MNTC/RP
		922.57								
329524	7/8/2026		100309 MENARDS							
		44.91	FARQUAR REPAIR		518235	13581A	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		59.33	SHOP TOOLS		518231	13582	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		6.74	FARQUAR REPAIR		518234	13646	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		6.74	FARQUAR REPAIR		518233	13659	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		42.79	TURF REPAIR SUPPLIES		518236	13661	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		19.47	SHOP SUPPLIES		518232	13662	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		5.48	FARQUAR REPAIR		518237	13688	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		24.16	WRENCH SET		518238	13822	1720.6211		SMALL TOOLS & EQUIPMENT	PARK GROUNDS MAINTENANCE
		266.40	MULCH		518230	13964	2215.6229		GENERAL SUPPLIES	GOLF CLUBHOUSE BUILDING
		22.39	12 IN PREMIUM HB		518240	14071	2235.6229		GENERAL SUPPLIES	GOLF COURSE MAINTENANCE
		80.72	GARBAGE BAGS/CLEANING TOOLS.		518239	14098	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		579.13								
329525	7/8/2026		157094 MIDWEST MACHINERY							
		4.20	PARTS - 3 PT #331		518243	10946048	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		4.20								
329526	7/8/2026		138777 MIDWEST MACHINERY CO							
		446.84	MOWER REPAIR PARTS		518244	10933713	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		446.84								
329527	7/8/2026		154324 MILK AND HONEY LLC							
		100.00	BEER#2	00052601	518266	17426	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		310.00	BEER#3	00052601	518267	17427	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES

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329527	7/8/2026		154324 MILK AND HONEY LLC						Continued...	
		200.00	TAX#3	00052601	518268	17427	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		610.00								
329528	7/8/2026		114229 MN DEPT OF TRANSPORTATION							
		1,246.72	MNDOT MATERIAL TESTING		518245	P00021321	2027.6235	2026109R	CONSULTANT SERVICES	ROAD ESCROW
		1,246.72								
329529	7/8/2026		151805 MONTGOMERY BREWING							
		136.00	BEER#2	00052282	518273	6467	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		130.00	BEER#3	00052282	518274	6472	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		266.00								
329530	7/8/2026		152421 NICKELSON, STEVEN							
		65.25	MIAMA-S NICKELSON-ROGERS		518406	20260506	5265.6275		SCHOOLS/CONFERENCES/EXP LOCAL	ARENA 2 BLDG MAINTENANCE-HAYES
		65.25								
329531	7/8/2026		127905 OFFICE OF MN.IT SERVICES							
		994.68	CROWDSTRIKE MDR APRIL		518401	26040633	1030.6308		SOFTWARE SUBSCRIPTIONS	INFORMATION TECHNOLOGY
		1,018.68	CROWDSTRIKE MDR MAY		518400	26050617	1030.6308		SOFTWARE SUBSCRIPTIONS	INFORMATION TECHNOLOGY
		2,013.36								
329532	7/8/2026		102406 OWENS COMPANIES INC							
		620.00	AVSA RTU REPAIR		518402	10206	5215.6265		REPAIRS-EQUIPMENT	ARENA 1 EQUIPMENT MAINTENANCE
		620.00								
329533	7/8/2026		100374 PEPSI-COLA COMPANY							
		860.55	TAX#1	00002171	518278	11016114	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		84.34-	CMTAX#1	00002171	518277	11016115	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		776.21								
329534	7/8/2026		100316 POWER PLAN							
		698.00	PARTS - FILTERS #309		518408	P4831270	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
			Supplier 101708 RDO EQUIPMENT CO							
		698.00								
329535	7/8/2026		101500 PREMIUM WATERS INC							
		227.79	WATER		518407	311545650	2205.6229		GENERAL SUPPLIES	GOLF MANAGEMENT
		227.79								
329536	7/8/2026		153484 PRYES BREWING COMPANY LLC							

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329536	**7/8/2026**		**153484 PRYES BREWING COMPANY LLC**							
		66.50	BEER#3	00052530	518280	117221	5085.6530		BEER	LIQUOR #3 STOCK PURCHASES
		264.42	BEER#1	00052530	518279	125134	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES
		330.92								
329537	**7/8/2026**		**149126 RED BULL DISTRIBUTION COMPANY**							
		222.70	TAX#3	00052064	518282	2035242647	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		126.92	TAX#1	00052064	518281	2035319995	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		349.62								
329538	**7/8/2026**		**147581 RENEWAL BY ANDERSON**							
		1.00	SURCHARGE REFUND-14684 EUROPA		518411	20260623	1001.4072		STATE SURTAX COLLECTED	GENERAL FUND REVENUE
		105.86	BLDG PERMIT REFUND-14684 EUROP		518411	20260623	1001.4060		PERMIT-BUILDING PERMIT	GENERAL FUND REVENUE
		106.86								
329539	**7/8/2026**		**166245 SAM TACHENY ENTERPRISES LLC**							
		1.00	SURCHARREFUND 14767 DUNDEE AVE		518415	20260610	1001.4072		STATE SURTAX COLLECTED	GENERAL FUND REVENUE
		105.86	PARTIALREFUND 14767 DUNDEE AVE		518415	20260610	1001.4060		PERMIT-BUILDING PERMIT	GENERAL FUND REVENUE
		106.86								
329540	**7/8/2026**		**132465 SAM'S CLUB DIRECT**							
		119.38	LIFE SNACKS INVENTORY		518412	202605221059	7203.6398		LIFE SNACKS	CITY WELLNESS PROGRAM
		186.66	LIFE SNACKS INVENTORY		518413	202606111116	7203.6398		LIFE SNACKS	CITY WELLNESS PROGRAM
		175.54	HOT DOG STAND FOOD		518414	3183	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
		37.56	CLEANING SUPPLIES.		518419	3385	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		60.00	SAM'S MEMBERSHIP		518419	3385	1930.6280		DUES & SUBSCRIPTIONS	REDWOOD CC
		795.98	FOOD FOR RESALE.		518419	3385	1930.6540		TAXABLE MISC FOR RESALE	REDWOOD CC
		69.26-	SAM'S CLUB RETURNS		518418	3385A	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		36.96	FOOD		518416	7410	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
		100.45	N/A		518416	7410	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		38.00	SUPPLIES		518417	7578	2270.6422		GOLF-KITCHEN SUPPLIES	GOLF FOOD & BEVERAGE
		84.69	FOOD		518417	7578	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
		1,565.96								
329541	**7/8/2026**		**166262 SEBESTA, PAMELA**							
		471.40	RAINWATER REWARDS		518420	20260615	5505.6249		OTHER CONTRACTUAL SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		471.40								
329542	**7/8/2026**		**148739 SOCIABLE CIDER WERKS**							
		410.00	BEER#2	00052003	518295	9106	5055.6530		BEER	LIQUOR #2 STOCK PURCHASES
		453.00	BEER#1	00052003	518294	9220	5015.6530		BEER	LIQUOR #1 STOCK PURCHASES

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329542	**7/8/2026**		**148739 SOCIABLE CIDER WERKS**						**Continued...**	
		863.00								
329543	**7/8/2026**		**111161 STERICYCLE INC.**							
		241.65	SHREDDING SERVICE		518424	8014657753	1250.6240		CLEANING SERVICE/GARBAGE REMOV	POLICE FACILITY
		241.65								
329544	**7/8/2026**		**160953 STREFF, KEITH P**							
		125.00	DANGEROUS DOG APPEAL		518439	26003427	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
		125.00								
329545	**7/8/2026**		**165747 THE CREW FACILITY MAINTENANCE**							
		45.68	CH SKYLIGHT INFILL-FINAL 3		518431	20260624	4002.6810	2024148G	CONSTRUCTION IN PROGRESS	MUNICIPAL BUILDINGS
		85.63	CH SKYLIGHT INFILL-FINAL 3		518431	20260624	4002.6810	2024148G	CONSTRUCTION IN PROGRESS	MUNICIPAL BUILDINGS
		864.09	CH SKYLIGHT INFILL-FINAL 3		518431	20260624	4002.6810	2024148G	CONSTRUCTION IN PROGRESS	MUNICIPAL BUILDINGS
		17,369.00	CH SKYLIGHT INFILL-FINAL 3		518431	20260624	4002.6810	2024148G	CONSTRUCTION IN PROGRESS	MUNICIPAL BUILDINGS
		18,364.40								
329546	**7/8/2026**		**100504 VOSS LIGHTING**							
		1,345.08	BULBS JCRPE		518436	1538183600	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		1,345.08								
329547	**7/8/2026**		**126872 YAMAHA GOLF & UTILITY INC**							
		363.39	YAMAHA REPAIR		518437	1315201	2240.6265		REPAIRS-EQUIPMENT	GOLF EQUIPMENT MAINTENANCE
		363.39								
20260547	**5/18/2026**		**120679 U S BANK P CARD**							
		15.00	PCARD STATEMENT NSF FEE		517460	20260504	1035.6350		BANK FEES/CHARGES	FINANCE
		7.61	APWA SPRING CONF-SAAM-NISSWA		517471	240009761277051 04777191	5365.6275		SCHOOLS/CONFERENCES/EXP LOCAL	SEWER MGMT/REPORTS/DATA ENTRY
		7.61	APWA SPRING CONF-SAAM-NISSWA		517471	240009761277051 04777191	5305.6275		SCHOOLS/CONFERENCES/EXP LOCAL	WATER MGMT/REPORT/DATA ENTRY
		7.60	APWA SPRING CONF-SAAM-NISSWA		517471	240009761277051 04777191	5505.6275		SCHOOLS/CONFERENCES/EXP LOCAL	STORM DRAIN MNTC/RPR/SUMPS
			Supplier 163813 BLACK BEAR LODGE & SAL (PCARD)							
		261.36	STAFF ADDITIONS SCHEDULING AP		517957	240113461281000 11170783	1940.6249		OTHER CONTRACTUAL SERVICES	SPLASH VALLEY WATER PARK
			Supplier 150804 WHENIWORK.COM (PCARD)							
		36.00-	POL TAX ADJ-LASER TRAINING		518121	240113461301000 76149801	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
		36.00	POL TAX ADJ-LASER TRAINING		518121	240113461301000	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET

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20260547	**5/18/2026**		**120679 U S BANK P CARD**						**Continued...**	
						76149801				
		478.99	LASER TRAINING PISTOL/RIFLE		518121	240113461301000 76149801	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
			Supplier 165945 MANTISX.COM (PCARD)							
		60.95	ACT CENTER EQUIPMENT/WEIGHTS		518125	240113461331000 15237094	7204.6399		OTHER CHARGES	GRANT-ACTIVE WORKPLACES
			Supplier 165944 AMERICAN FITNESS (PCARD)							
		230.32	AIR FILTERS		518137	240113461341001 48354666	5265.6266		REPAIRS-BUILDING	ARENA 2 BLDG MAINTENANCE-HAYES
			Supplier 157614 FILTERBUY.COM (PCARD)							
		41.48	BUSINESS CARDS - CABLE/COMMUN		517436	240133961250009 34898021	2012.6229		GENERAL SUPPLIES	CABLE TV JOINT POWERS
			Supplier 160880 NAAG TAG ENGRAVING (PCARD)							
		72.61	BO DAKOTA COUNTY LUNCH		517472	240133961270013 75378190	1400.6229		GENERAL SUPPLIES	INSPECTIONS MANAGEMENT
			Supplier 148111 RASCALS CATERING (PCARD)							
		13.81-	POL (CSO) TAX ADJ-FLASHLIGHT		517442	240276261210671 90984280	1295.6281		UNIFORM/CLOTHING ALLOWANCE	COMMUN SERVICE OFFICERS (CSO)
		13.81	POL (CSO) TAX ADJ-FLASHLIGHT		517442	240276261210671 90984280	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		183.80	CAMERON FLASHLIGHT		517442	240276261210671 90984280	1295.6281		UNIFORM/CLOTHING ALLOWANCE	COMMUN SERVICE OFFICERS (CSO)
			Supplier 155772 OPTICSPLANET (PCARD)							
		835.00	NLC/NASHVILLE/REG/HOOPPAW		517453	240276261230672 93896819	1005.6276		SCHOOLS/CONFERENCES/EXP OTHER	MAYOR/CITY COUNCIL
			Supplier 162851 NATIONAL LE (PCARD)							
		152.60	ROBOT PARTS		517455	240276261230673 04187562	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
			Supplier 165948 VOIGT ABERNATHY (PCARD)							
		495.60	WOMENS CON-KAMPHUIS-WILLMAR		517953	240552261277418 08237228	1210.6276		SCHOOLS/CONFERENCES/EXP OTHER	POLICE FIELD OPERATIONS/PATROL
		495.60	WOMENS CON-ST GEORGE-WILLMAR		517954	240552261277418 08237350	1210.6276		SCHOOLS/CONFERENCES/EXP OTHER	POLICE FIELD OPERATIONS/PATROL
			Supplier 137328 BEST WESTERN PLUS (PCARD)							
		20.00	PW WEEK GAME		517955	240646661271000 78794960	1510.6399		OTHER CHARGES	PW ENGINEERING & TECHNICAL
			Supplier 165949 JEOPARDYLABS.COM (PCARD)							
		400.00	PEER SUPPOR-ATHMANN-STILLWATER		518131	240646661341000 02817524	1200.6275		SCHOOLS/CONFERENCES/EXP LOCAL	POLICE MANAGEMENT
			Supplier							

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			159139 MARIE RIDGEWAY (PCARD)							
		28.16-	K9 TAX ADJ-BOARDING		518134	240646661351000 01110052	1281.6249		OTHER CONTRACTUAL SERVICES	POLICE K-9
		28.16	K9 TAX ADJ-BOARDING		518134	240646661351000 01110052	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		364.16	BOARDING-BERGIL		518134	240646661351000 01110052	1281.6249		OTHER CONTRACTUAL SERVICES	POLICE K-9
			Supplier 162248 ACRES OF FUN PET RESORT (PCARD)							
		3.52-	SENIOR CENTER TAX-BRACKETS		517437	241374661221004 48968420	1920.6211		SMALL TOOLS & EQUIPMENT	SENIOR CENTER
		3.52	SENIOR CENTER TAX-BRACKETS		517437	241374661221004 48968420	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		46.88	BRACKETS FOR FRONT COUNTER		517437	241374661221004 48968420	1920.6211		SMALL TOOLS & EQUIPMENT	SENIOR CENTER
		3.91-	ARENA 1-SALES TAX ADJ-BOLTS		517465	241374661251002 82315115	5215.6265		REPAIRS-EQUIPMENT	ARENA 1 EQUIPMENT MAINTENANCE
		3.91	ARENA 1-SALES TAX ADJ-BOLTS		517465	241374661251002 82315115	5200.2330		DUE TO OTHER GOVERNMENT	ARENA FUND BALANCE SHEET
		66.68	BENCHES BOLTS		517465	241374661251002 82315115	5215.6265		REPAIRS-EQUIPMENT	ARENA 1 EQUIPMENT MAINTENANCE
			Supplier 148085 MENARDS (PCARD)							
		86.45	KITCHEN FOOD		517951	241374661270015 62134499	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
			Supplier 149661 HY VEE (PCARD)							
		11.37-	POL TAX ADJ-BUSINESS CARDS		517960	241374661285010 49730404	1200.6239		PRINTING	POLICE MANAGEMENT
		11.37	POL TAX ADJ-BUSINESS CARDS		517960	241374661285010 49730404	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		151.32	BUSINESS CARDS		517960	241374661285010 49730404	1200.6239		PRINTING	POLICE MANAGEMENT
			Supplier 100577 OFFICE MAX (PCARD)							
		73.85	LUNCH OUTSIDE CITY		517962	241374661285010 49754255	1225.6278		SUBSISTENCE ALLOWANCE	POLICE TRAINING
		34.04	LUNCH OUTSIDE CITY		517963	241374661285010 49754339	1225.6278		SUBSISTENCE ALLOWANCE	POLICE TRAINING
			Supplier 161729 ZZQ SMOKEHOUSE (PCARD)							
		14.79	WQ MEETING TREATS		517452	241640761210910 17187639	5505.6229		GENERAL SUPPLIES	STORM DRAIN MNTC/RPR/SUMPS
		73.85	CITIZENS ACADEMY SUPPLIES		517950	241640761260910	1275.6229		GENERAL SUPPLIES	POL COMMUN OUTREACH/CRIME PRE\

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						07567183				
		45.95	KITCHEN FOOD		518126	241640761320910 16134860	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
			Supplier 100463 TARGET STORES (PCARD)							
		.40-	PD SALES TAX ADJ-YOUTUBE TV		517468	242042961250011 46551078	1253.6249		OTHER CONTRACTUAL SERVICES	POLICE OPERATIONS GARAGE
		.40	PD SALES TAX ADJ-YOUTUBE TV		517468	242042961250011 46551078	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		5.39	YOUTUBE TV		517468	242042961250011 46551078	1253.6249		OTHER CONTRACTUAL SERVICES	POLICE OPERATIONS GARAGE
			Supplier 162440 GOOGLE YOUTUBE TV (PCARD)							
		160.00	SWAT SHIRT FOR STRAND		518122	242042961290020 09712217	1200.6281		UNIFORM/CLOTHING ALLOWANCE	POLICE MANAGEMENT
			Supplier 152202 5.11 TACTICAL (PCARD)							
		20.58	LIMES & LEMONS		517956	242263861280238 30484408	5095.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #3 OPERATIONS
			Supplier 149714 SAMS CLUB (PCARD)							
		125.00	WEBSITE		517448	242390061239000 16049200	2205.6239		PRINTING	GOLF MANAGEMENT
			Supplier 158331 TWIN CITIES GOLF ORGANIZATION (PCARD)							
		69.03	CHAPLAINS MEETING		517435	242697961215008 44017154	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
			Supplier 137112 JIMMY JOHNS (PCARD)							
		605.36	UNIT#900 SUSPENSION PART		517451	242697961225010 29100517	1210.6216		VEHICLES-TIRES/BATTERIES	POLICE FIELD OPERATIONS/PATROL
			Supplier 152208 MOTORPRIMO (PCARD)							
		74.77	SCRUBBER REPAIR		517961	242707461279000 18949453	5265.6215		EQUIPMENT-PARTS	ARENA 2 BLDG MAINTENANCE-HAYES
			Supplier 150847 USA CLEAN INC (PCARD)							
		522.24	MMCI/HOTEL/MARTHEY/BROOKLYNCTR		518115	243230061293080 08051476	1015.6276		SCHOOLS/CONFERENCES/EXP OTHERCITY CLERK/ELECTIONS	
			Supplier 150170 EMBASSY SUITES (PCARD)							
		33.27	PEER SUPPORT DEBRIEFING SNACKS		517461	244273361247302 62573948	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
		38.67	FOOD FOR SE CHIEFS MEETING		518132	244273361347302 69039339	1300.6278		SUBSISTENCE ALLOWANCE	FIRE MANAGEMENT
		36.18	SODA		518138	244273361347302 69039701	1225.6278		SUBSISTENCE ALLOWANCE	POLICE TRAINING
			Supplier 148071 CUB FOODS (PCARD)							

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		5.93-	POL TAX ADJ-K9 SUPPLIES		518123	244310661324292 52686177	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
		5.93	POL TAX ADJ-K9 SUPPLIES		518123	244310661324292 52686177	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		78.89	K9 SUPPLIES		518123	244310661324292 52686177	1200.6229		GENERAL SUPPLIES	POLICE MANAGEMENT
			Supplier 102545 PETCO ANIMAL SUPPLIES INC (PCARD)							
		16.98	OUT OF CITY TRAINING LUNCH		518135	244310661354310 87915901	1200.6278		SUBSISTENCE ALLOWANCE	POLICE MANAGEMENT
			Supplier 140817 CHIPOTLE (PCARD)							
		2,371.22	VALPAC AD		517966	244356561281799 56007689	1940.6239		PRINTING	SPLASH VALLEY WATER PARK
			Supplier 163934 VPC DIRECT MAIL (PCARD)							
		13.98	CHIPS FOR HOSE TESTING CREW		517439	244450061224002 21370757	1300.6229		GENERAL SUPPLIES	FIRE MANAGEMENT
		55.00	SAM'S MEMBERSHIP-NELSON		517466	244450061264002 03944138	1300.6280		DUES & SUBSCRIPTIONS	FIRE MANAGEMENT
		46.06	H2O AND GATORADE FOR TRUCKS		517958	244450061284002 13935215	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
			Supplier 149714 SAMS CLUB (PCARD)							
		44.00	SAUSAGE PATTIES		518118	244550161281410 05841742	2270.6420		GOLF-FOOD	GOLF FOOD & BEVERAGE
			Supplier 102101 WAL-MART (PCARD)							
		67.99	FLAG FOR DISPLAY		517457	244921661251000 02448944	2205.6229		GENERAL SUPPLIES	GOLF MANAGEMENT
			Supplier 165946 USAFLAGCO.COM (PCARD)							
		90.00	TRAINING UNIFORM		517459	244921661251000 02846709	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
			Supplier 161722 RIOJITSU (PCARD)							
		20.00	CHAT GPT MONTHLY SUBSCRIPTION		518133	244921661341000 81624992	1010.6280		DUES & SUBSCRIPTIONS	ADMINISTRATION
			Supplier 161101 CHATGPT SUBSCRIPTION (PCARD)							
		7.80-	IT SALES TAX ADJUST-KIOWARE		517441	246921661214058 79536164	1030.6249		OTHER CONTRACTUAL SERVICES	INFORMATION TECHNOLOGY
		7.80	IT SALES TAX ADJUST-KIOWARE		517441	246921661214058 79536164	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		221.70	KIOWARE ANNUAL SUPPORT		517441	246921661214058 79536164	1030.6249		OTHER CONTRACTUAL SERVICES	INFORMATION TECHNOLOGY
			Supplier 152438 CBI KIOWARE (PCARD)							

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		418.14	LASERFICHE/HOTEL/LV/SCIPIONI		517434	246921661214059 22091589	1015.6276		SCHOOLS/CONFERENCES/EXP OTHER	CITY CLERK/ELECTIONS
			Supplier 165617 MANDALAY (PCARD)							
		750.00	K9 CONSULTING SESSIONS		517450	246921661214062 25419782	1281.6235		CONSULTANT SERVICES	POLICE K-9
			Supplier 165653 MN CANINE CONSULTING (PCARD)							
		50.00	INVS. 25007480		518116	246921661284021 95258667	1200.6235		CONSULTANT SERVICES	POLICE MANAGEMENT
			Supplier 162500 LAWENFORCEMENT SUPPORT (PCARD)							
		3.17-	IT SALES TAX ADJ-SOFTWARE		518114	246921661284021 97992164	1030.6280		DUES & SUBSCRIPTIONS	INFORMATION TECHNOLOGY
		3.17	IT SALES TAX ADJ-SOFTWARE		518114	246921661284021 97992164	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		42.16	WSJ ONLINE SUBSCRIPTION		518114	246921661284021 97992164	1030.6280		DUES & SUBSCRIPTIONS	INFORMATION TECHNOLOGY
			Supplier 157029 WSJ BARRONS SUBSCRIPT (PCARD)							
		2,240.83	BMP MAINTENANCE		518127	246921661324065 74853646	5505.6249		OTHER CONTRACTUAL SERVICES	STORM DRAIN MNTC/RPR/SUMPS
			Supplier 153081 LOWES (PCARD)							
		2.68-	INSPECTIONS TAX ADJ-TOSS GAME		518128	246921661324067 80844876	1400.6229		GENERAL SUPPLIES	INSPECTIONS MANAGEMENT
		2.68	INSPECTIONS TAX ADJ-TOSS GAME		518128	246921661324067 80844876	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		35.64	TOSS ACROSS GAME F		518128	246921661324067 80844876	1400.6229		GENERAL SUPPLIES	INSPECTIONS MANAGEMENT
			Supplier 140339 AMAZON.COM (PCARD)							
		82.41	FOOD- TRAINING RECRUIT ACADEMY		518130	246921661334077 38857308	1200.6278		SUBSISTENCE ALLOWANCE	POLICE MANAGEMENT
			Supplier 164101 EL CAMINO TACO DELI (PCARD)							
		32.76	LAWN MOWER PARTS		517463	247170561241612 48376466	5265.6265		REPAIRS-EQUIPMENT	ARENA 2 BLDG MAINTENANCE-HAYES
			Supplier 165947 TORO COMPANY (PCARD)							
		23.00	CLASS A LICENSE RENEWAL MPCA		517464	247170561251512 54238576	5380.6280		DUES & SUBSCRIPTIONS	SEWER LIFT STN REPAIR & MNTC
		.49	SERVICE FEE		517462	247170561251512 54239624	5365.6280		DUES & SUBSCRIPTIONS	SEWER MGMT/REPORTS/DATA ENTRY
			Supplier 149083 MN POLLUTION CONTROL AGENCY (PCARD)							
		122.50	PE LICENSE RENEWAL - SAAM		517967	247170561331513 32060380	1510.6280		DUES & SUBSCRIPTIONS	PW ENGINEERING & TECHNICAL
			Supplier							

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			155120 BOARD OF AELSLAGID (PCARD)							
		.41	LICENSE REGISTRATION		518136	247170561331613 30861242	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		19.00	LICENSE REGISTRATION		518124	247170561337313 35446395	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
			Supplier 154594 DAKOTA COUNTY (PCARD)							
		86.45	LUNCH FOR HOSE TESTING CREW		517456	247330961231263 85558280	1300.6229		GENERAL SUPPLIES	FIRE MANAGEMENT
			Supplier 154448 JERSEY MIKES (PCARD)							
		169.84	CLOTHING - SHIRTS - JESS MAYER		517449	247679061236807 00124821	5305.6281		UNIFORM/CLOTHING ALLOWANCE	WATER MGMT/REPORT/DATA ENTRY
			Supplier 155374 LLBEAN DIRECT (PCARD)							
		77.28-	POL TAX ADJ-BIKES-OPS BLDG		517469	247893061256980 02103645	4432.6740	2021172G	CAPITAL OUTLAY-MACH/EQUIP/OTHE	2024A CAPITAL PROJECTS CIP EXP
		77.28	POL TAX ADJ-BIKES-OPS BLDG		517469	247893061256980 02103645	4430.2330	2021172G	DUE TO OTHER GOVERNMENT	2024A CAPITAL PROJECTS CIP BS
		1,022.28	BIKE FOR OPS BUILDING		517469	247893061256980 02103645	4432.6740	2021172G	CAPITAL OUTLAY-MACH/EQUIP/OTHE	2024A CAPITAL PROJECTS CIP EXP
			Supplier 158427 ROGUE (PCARD)							
		127.12	ROUTING RING		517952	247893061277052 00174316	2240.6215		EQUIPMENT-PARTS	GOLF EQUIPMENT MAINTENANCE
		15.91-	WATER WELL TAX ADJ-SCREEN		518119	247893061307160 00059016	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		15.91	WATER WELL TAX ADJ-SCREEN		518119	247893061307160 00059016	5300.2330		DUE TO OTHER GOVERNMENT	WATER & SEWER FUND BAL SHEET
		211.75	WATER TOWER OVERFLOW SCREEN		518119	247893061307160 00059016	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
			Supplier 165416 MCMASTER CARR (PCARD)							
		75.00	EMAIL ADVERTISING		517438	247933861210005 07570073	5005.6239		PRINTING	LIQUOR GENERAL OPERATIONS
			Supplier 141272 MAILCHIMP (PCARD)							
		99.00	ECOMMERCE SERVICE FEE		517443	247933861210025 24622085	5025.6351		VISA/BANK CHARGES	LIQUOR #1 OPERATIONS
		99.00	ECOMMERCE SERVICE FEE		517444	247933861210025 32343088	5065.6351		VISA/BANK CHARGES	LIQUOR #2 OPERATIONS
		99.00	ECOMMERCE SERVICE FEE		517445	247933861210025 32955089	5095.6351		VISA/BANK CHARGES	LIQUOR #3 OPERATIONS
			Supplier 162558 CITY HIVE INC (PCARD)							
		150.00	PRINTING (GIFT CARDS)		517440	247933861210026	5505.6239		PRINTING	STORM DRAIN MNTC/RPR/SUMPS

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20260547	**5/18/2026**		**120679 U S BANK P CARD**						**Continued...**	
						12323083				
			Supplier 158726 SCHEELS ALL SPORTS (PCARD)							
		405.45	CEMENT MIXER AND TRAP		517470	247933861250020 64318223	2235.6211		SMALL TOOLS & EQUIPMENT	GOLF COURSE MAINTENANCE
		56.02	HAMMER DRILL BITS		517473	247933861260024 00655220	1530.6211		SMALL TOOLS & EQUIPMENT	FLEET & BUILDINGS-CMF
			Supplier 159162 NTE 5425 (PCARD)							
		76.61	TRAINING FOOD		518117	247933861280025 98495213	1200.6278		SUBSISTENCE ALLOWANCE	POLICE MANAGEMENT
			Supplier 158725 PUNCH PIZZA (PCARD)							
		335.50	UNIFORM PATCHES		517458	248291361243009 03726541	1210.6281		UNIFORM/CLOTHING ALLOWANCE	POLICE FIELD OPERATIONS/PATROL
			Supplier 148901 THE EMBLEM AUTHORITY (PCARD)							
		84.27	APWA SPRING CONF-SAAM-NISSWA		517965	249060461290416 00001406	5305.6275		SCHOOLS/CONFERENCES/EXP LOCAL	WATER MGMT/REPORT/DATA ENTRY
		84.27	APWA SPRING CONF-SAAM-NISSWA		517965	249060461290416 00001406	5365.6275		SCHOOLS/CONFERENCES/EXP LOCAL	SEWER MGMT/REPORTS/DATA ENTRY
		84.26	APWA SPRING CONF-SAAM-NISSWA		517965	249060461290416 00001406	5505.6275		SCHOOLS/CONFERENCES/EXP LOCAL	STORM DRAIN MNTC/RPR/SUMPS
			Supplier 148076 GRANDVIEW LODGE (PCARD)							
		399.00	BARC CONF-HEYNE-MINNEAPOLIS		517959	249416661273073 37013111	5005.6275		SCHOOLS/CONFERENCES/EXP LOCAL	LIQUOR GENERAL OPERATIONS
			Supplier 165943 EPG MEDIA LLC (PCARD)							
		540.00	ONLINE ADVERTISING		517467	249416861263065 82959308	2205.6239		PRINTING	GOLF MANAGEMENT
			Supplier 148969 HIBU INC (PCARD)							
		27.36	LIMES/LEMONS FOR STORE		517968	249430061334297 84377788	5025.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 OPERATIONS
			Supplier 148264 COSTCO (PCARD)							
		73.33	VELCRO, TY-WRAPS & PADS		517474	249430161270101 91218497	1253.6229		GENERAL SUPPLIES	POLICE OPERATIONS GARAGE
		4.38-	POL TAX ADJ-RANGE SUPPLIES		517964	249430161280101 95502440	1200.6399		OTHER CHARGES	POLICE MANAGEMENT
		4.38	POL TAX ADJ-RANGE SUPPLIES		517964	249430161280101 95502440	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		58.24	RANGE SUPPLIES/ REMODEL		517964	249430161280101 95502440	1200.6399		OTHER CHARGES	POLICE MANAGEMENT
		6.34	FRONT DOOR TEMP KEY		518120	249430161290101 97149454	5065.6229		GENERAL SUPPLIES	LIQUOR #2 OPERATIONS

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20260547	**5/18/2026**		**120679 U S BANK P CARD**						**Continued...**	
		70.82	WOOD FOR PALMER DOLLHOUSES (3)		518129	249430161340101 98002861	1310.6229		GENERAL SUPPLIES	FIRE TRAINING
			Supplier 143525 HOME DEPOT STORE #2833 (PCARD)							
		50.92-	WALMART CANCELLED ORDER		517454	740552361227362 69095825	1400.6210		OFFICE SUPPLIES	INSPECTIONS MANAGEMENT
			Supplier 102101 WAL-MART (PCARD)							
		58.44-	REFUND FOR CHARGED TAX		517447	741134361212003 35992652	5215.6266		REPAIRS-BUILDING	ARENA 1 EQUIPMENT MAINTENANCE
		7.55-	REFUND FOR CHARGED TAX		517446	741134361212003 35992736	5215.6266		REPAIRS-BUILDING	ARENA 1 EQUIPMENT MAINTENANCE
			Supplier 144237 THE WEBSTAURANT STORE (PCARD)							
		17,581.75								
20260626	**6/18/2026**		**100000 MN DEPT OF REVENUE**							
		4,897.00	SALES/USE TAX-GENERAL FUND		517972	20260618	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		6.00-	SALES/USE TAX-INVESTMENTS		517972	20260618	2000.2330		DUE TO OTHER GOVERNMENT	INVESTMENT FUND BALANCE SHEET
		2.00-	SALES/USE TAX-CENTRAL VILL		517972	20260618	2095.2330		DUE TO OTHER GOVERNMENT	CENTRAL VILLAGE PARKING LOT BS
		29,163.00	SALES/USE TAX-GOLF		517972	20260618	2200.2330		DUE TO OTHER GOVERNMENT	VALLEYWOOD GOLF
		243.00-	SALES/USE TAX-PARKS REF		517972	20260618	2300.2330		DUE TO OTHER GOVERNMENT	PARKS REF - BALANCE SHEET
		21,063.00	SALES/USE TAX-LIQUOR #2		517972	20260618	5000.2330		DUE TO OTHER GOVERNMENT	LIQUOR BALANCE SHEET
		40,282.00	SALES/USE TAX-LIQUOR #3		517972	20260618	5000.2330		DUE TO OTHER GOVERNMENT	LIQUOR BALANCE SHEET
		47,476.00	SALES/USE TAX-LIQUOR #1		517972	20260618	5000.2330		DUE TO OTHER GOVERNMENT	LIQUOR BALANCE SHEET
		236.00	SALES/USE TAX-ARENA		517972	20260618	5200.2330		DUE TO OTHER GOVERNMENT	ARENA FUND BALANCE SHEET
		2,575.00	SALES/USE TAX-WATER & SWR		517972	20260618	5300.2330		DUE TO OTHER GOVERNMENT	WATER & SEWER FUND BAL SHEET
		19.00-	SALES/USE TAX-CEMETERY		517972	20260618	5600.2330		DUE TO OTHER GOVERNMENT	CEMETERY BALANCE SHEET
		43.00-	SALES/USE TAX-VERF POLICE		517972	20260618	7400.2330		DUE TO OTHER GOVERNMENT	VERF-POLICE BAL SHEET
		145,379.00								
20260627	**6/18/2026**		**148015 VOYA**							
		715.84	MNDCP-ROTH 457 CONTRIBUTIONS		517001	617261224118	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		4,500.00	MNDCP-457 CONTRIBUTIONS		517001	617261224118	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		5,215.84								
20260628	**6/18/2026**		**148869 VOYA (HCSP)**							
		457.45	SERGEANT HCSP FUNDING-GROSS WA		517002	617261224119	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,476.99	AFSCME HCSP FUNDING-GROSS WAGE		517002	617261224119	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,482.28	ADMIN HCSP FUNDING-GROSS WAGES		517002	617261224119	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,630.62	SCH 2 HCSP FUNDING-GROSS WAGES		517002	617261224119	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,086.26	SCH 1 HCSP FUNDING-GROSS WAGES		517002	617261224119	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,304.73	POLICE HCSP FUNDING-GROSS WAGE		517002	617261224119	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET

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20260628	**6/18/2026**		**148869 VOYA (HCSP)**						**Continued...**	
		5,686.01	HCSP FUNDING-ANN LV/COMP		517002	617261224119	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		15,124.34								
20260629	**6/22/2026**		**102664 US BANK**							
		15,717.43	EMPLOYEE MEDICARE		516999	617261224116	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		15,717.43	CITY SHARE MEDICARE		516999	617261224116	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		45,886.97	EMPLOYEE FICA		516999	617261224116	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		45,886.97	CITY SHARE FICA		516999	617261224116	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		102,307.69	FEDERAL TAXES PR		516999	617261224116	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		225,516.49								
20260630	**6/18/2026**		**101238 MINNESOTA CHILD SUPPORT PAYMEN**							
		460.00	CHILD SUPPORT DEDUCTIONS		516998	617261224115	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		460.00								
20260631	**6/18/2026**		**164645 ND CHILD SUPPORT DIVISION**							
		306.60	CHILD SUPPORT DEDUCTIONS		516994	6172612241112	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		306.60								
20260632	**6/19/2026**		**100657 MN DEPT OF REVENUE**							
		47,651.17	STATE TAX WITHHOLDING		516997	617261224114	9000.2112		ACCRUED STATE W/H	PAYROLL CLEARING BAL SHEET
		47,651.17								
20260633	**6/23/2026**		**100392 PUBLIC EMPLOYEES RETIREMENT AS**							
		8,745.29	OMITTED DEDUCTION		517969	20260623	5205.6141		PENSIONS-PERA	ARENA 1 MANAGEMENT
		82,413.57	EMPLOYEE SHARE PERA		516996	617261224113	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		109,297.45	CITY SHARE PERA		516996	617261224113	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		200,456.31								
20260634	**6/18/2026**		**157977 WEX HEALTH INC**							
		11,542.84	HSA EMPLOYEE FUNDING		516993	6172612241111	9000.2125		ACCRUED HSA/HRA BENEFIT	PAYROLL CLEARING BAL SHEET
		11,542.84								
20260635	**6/13/2026**		**157977 WEX HEALTH INC**							
		1,706.10	FLEX SPENDING MEDICAL 2026		517970	20260613	9000.2119		ACCRUED FLEX SPENDING	PAYROLL CLEARING BAL SHEET
		1,706.10								
20260636	**6/8/2026**		**157977 WEX HEALTH INC**							
		818.94	FLEX SPENDING DAYCARE 2026		517971	20260608	9000.2119		ACCRUED FLEX SPENDING	PAYROLL CLEARING BAL SHEET
		818.94								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20260636	**6/8/2026**		**157977 WEX HEALTH INC**						**Continued...**	
20260637	**6/18/2026**		**100009 AFSCME COUNCIL #5**							
		1,360.04	UNION DUES		515837	603261036221	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,359.60	UNION DUES		516991	617261224111	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,719.64								
20260638	**6/18/2026**		**151440 VANTAGEPOINT TRANSFER AGENTS**							
		6,957.31	ROTH 457-PLAN #301171-FIRE TOO		516992	6172612241110	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		6,957.31								
20260639	**6/18/2026**		**100240 VANTAGEPOINT TRANSFER AGENTS - 457 FT**							
		23,913.42	ICMA-PLAN #301171-FIRE TOO		516995	617261224112	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		23,913.42								
20260640	**6/18/2026**		**126459 VANTAGEPOINT TRANSFER AGENTS - ROTH**							
		2,988.46	ROTH IRA-PLAN #705481		517000	617261224117	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,988.46								
20260641	**6/25/2026**		**157977 WEX HEALTH INC**							
		322.50	BENEFITS SOLUTION		517977	20260625	7205.6235		CONSULTANT SERVICES	INSURANCE CLAIMS
		338.25	HSA MONTHLY		517977	20260625	7205.6235		CONSULTANT SERVICES	INSURANCE CLAIMS
		660.75								
20260642	**6/16/2026**		**157977 WEX HEALTH INC**							
		206.90	FLEX SPENDING MEDICAL 2026		517974	20260616	9000.2119		ACCRUED FLEX SPENDING	PAYROLL CLEARING BAL SHEET
		206.90								
20260643	**6/22/2026**		**157977 WEX HEALTH INC**							
		1,704.49	FLEX SPENDING DAYCARE 2026		517975	20260622	9000.2119		ACCRUED FLEX SPENDING	PAYROLL CLEARING BAL SHEET
		1,704.49								
20260701	**7/1/2026**		**157977 WEX HEALTH INC**							
		34,400.00	HRA EMPLOYER FUNDING		517976	20260701	9000.2125		ACCRUED HSA/HRA BENEFIT	PAYROLL CLEARING BAL SHEET
		242,210.84	HSA EMPLOYER FUNDING		517976	20260701	9000.2125		ACCRUED HSA/HRA BENEFIT	PAYROLL CLEARING BAL SHEET
		276,610.84								
20260702	**7/2/2026**		**148015 VOYA**							
		690.00	MNDCP-ROTH 457 CONTRIBUTIONS		517949	701261129169	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		4,650.00	MNDCP-457 CONTRIBUTIONS		517949	701261129169	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		5,340.00								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20260702	**7/2/2026**		**148015 VOYA**						**Continued...**	
20260703	**7/2/2026**		**148869 VOYA (HCSP)**							
		451.04	SERGEANT HCSP FUNDING-GROSS WA		517938	7012611291610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,480.10	ADMIN HCSP FUNDING-GROSS WAGES		517938	7012611291610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,492.73	AFSCME HCSP FUNDING-GROSS WAGE		517938	7012611291610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		1,652.89	SCH 2 HCSP FUNDING-GROSS WAGES		517938	7012611291610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,117.56	SCH 1 HCSP FUNDING-GROSS WAGES		517938	7012611291610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,259.78	POLICE HCSP FUNDING-GROSS WAGE		517938	7012611291610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		4,682.56	HCSP FUNDING-ANN LV/COMP		517938	7012611291610	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		14,136.66								
20260704	**7/3/2026**		**102664 US BANK**							
		15,962.66	EMPLOYEE MEDICARE		517947	701261129167	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		15,962.66	CITY SHARE MEDICARE		517947	701261129167	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		47,354.13	EMPLOYEE FICA		517947	701261129167	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		47,354.13	CITY SHARE FICA		517947	701261129167	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		101,544.42	FEDERAL TAXES PR		517947	701261129167	9000.2111		ACCRUED FEDERAL/FICA	PAYROLL CLEARING BAL SHEET
		228,178.00								
20260705	**7/2/2026**		**101238 MINNESOTA CHILD SUPPORT PAYMEN**							
		460.00	CHILD SUPPORT DEDUCTIONS		517946	701261129166	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		460.00								
20260706	**7/2/2026**		**164645 ND CHILD SUPPORT DIVISION**							
		306.60	CHILD SUPPORT DEDUCTIONS		517941	7012611291613	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		306.60								
20260707	**7/6/2026**		**100657 MN DEPT OF REVENUE**							
		48,099.60	STATE TAX WITHHOLDING		517945	701261129165	9000.2112		ACCRUED STATE W/H	PAYROLL CLEARING BAL SHEET
		48,099.60								
20260708	**7/6/2026**		**100392 PUBLIC EMPLOYEES RETIREMENT AS**							
		81,805.79	EMPLOYEE SHARE PERA		517944	701261129164	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		108,620.58	CITY SHARE PERA		517944	701261129164	9000.2114		ACCRUED PERA	PAYROLL CLEARING BAL SHEET
		190,426.37								
20260709	**7/2/2026**		**157977 WEX HEALTH INC**							
		11,434.25	HSA EMPLOYEE FUNDING		517940	7012611291612	9000.2125		ACCRUED HSA/HRA BENEFIT	PAYROLL CLEARING BAL SHEET
		11,434.25								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
20260710	**7/2/2026**		**151440 VANTAGEPOINT TRANSFER AGENTS**						**Continued...**	
		7,057.31	ROTH 457-PLAN #301171-FIRE TOO		517939	7012611291611	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		7,057.31								
20260711	**7/2/2026**		**100240 VANTAGEPOINT TRANSFER AGENTS - 457 FT**							
		24,013.42	ICMA-PLAN #301171-FIRE TOO		517942	701261129162	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		24,013.42								
20260712	**7/2/2026**		**126459 VANTAGEPOINT TRANSFER AGENTS - ROTH**							
		2,988.46	ROTH IRA-PLAN #705481		517948	701261129168	9000.2120		ACCRUED BENEFIT LIABILITY	PAYROLL CLEARING BAL SHEET
		2,988.46								
		2,220,965.56	Grand Total							

Payment Instrument Totals	
Checks	231,788.30
EFT Payments	1,519,961.86
A/P ACH Payment	469,215.40
Total Payments	2,220,965.56

RS 7/8/26

CV 7/8/26

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

5/18/2026 - 7/10/2026

Company		Amount
01000	GENERAL FUND	100,589.25
02000	INVESTMENT FUND	6.00-
02010	CABLE TV RESERVE FUND	142.98
02025	ROAD ESCROW FUND	67,930.72
02095	CENTRAL VILLAGE PARKING LOT	2.00-
02200	VALLEYWOOD GOLF FUND	52,201.72
02300	PARKS REFERENDUM FUND	243.00-
04000	MUNICIPAL BUILDING FUND	18,364.40
04430	2024A CAPITAL PROJECT CIP FUND	1,022.28
04500	CONSTRUCTION PROJECTS	4,609.00
04750	ELECTRIC FRANCHISE	4,200.05
05000	LIQUOR FUND	421,306.23
05200	ARENA FUND	10,299.27
05300	WATER & SEWER FUND	90,007.72
05500	STORM DRAINAGE UTILITY FUND	12,666.19
05600	CEMETERY FUND LEVEL PROGRAM	19.00-
05800	STREET LIGHT UTIL FUND	40,381.27
07200	RISK MANAGEMENT/INSURANCE FUND	37,994.48
07400	VERF-POLICE	43.00-
07440	VERF-STREETS	8,098.93
09000	PAYROLL CLEARING FUND	1,351,464.07
	Report Totals	2,220,965.56

6/26/2026 -- 7/2/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
37909	**7/2/2026**		**100101 ACE HARDWARE**							
		.28-	DISCOUNT		517492	350128101914	1900.6333		GENERAL-CASH DISCOUNTS	AV COMMUNITY CENTER
		2.88	MISC FASTENERS		517492	350128101914	1900.6229		GENERAL SUPPLIES	AV COMMUNITY CENTER
		.85-	DISCOUNT		517495	350130101927	1330.6333		GENERAL-CASH DISCOUNTS	FIRE OPERATIONS
		19.76	CLEANING SUPPLIES		517495	350130101927	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		1.49-	DISCOUNT		517496	350134101941	1920.6333		GENERAL-CASH DISCOUNTS	SENIOR CENTER
		14.98	DRAWER LOCKS		517496	350134101941	1920.6229		GENERAL SUPPLIES	SENIOR CENTER
		.08-	DISCOUNT		517494	350140101919	5330.6333		GENERAL-CASH DISCOUNTS	WTR MAIN/HYDRANT/CURB STOP MNT
		34.83	FASTENERS AND BITS TRIPOD REPR		517494	350140101919	5330.6229		GENERAL SUPPLIES	WTR MAIN/HYDRANT/CURB STOP MNT
		.11-	DISCOUNT		517493	350140101921	5325.6333		GENERAL-CASH DISCOUNTS	WATER TREATMENT FCLTY MNTC/RPR
		1.15	FASTENERS FOR TRIPOD		517493	350140101921	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		70.79								
37910	**7/2/2026**		**150442 ADVANCED ENGINEERING & ENVIRO**							
		336.00	LIFT STATION SUPPORT		517487	111490	5365.6235		CONSULTANT SERVICES	SEWER MGMT/REPORTS/DATA ENTRY
		7,605.75	WELL 16 RECOMMISSIONING		517804	111694	5320.6735	2024138W	CAPITAL OUTLAY-OTHER IMPROVEME	WATER WELL/BOOSTER STN MNT/RPR
		3,369.00	SCADA HOSTING		517805	111695	5365.6308		SOFTWARE SUBSCRIPTIONS	SEWER MGMT/REPORTS/DATA ENTRY
		3,369.00	SCADA HOSTING		517805	111695	5305.6308		SOFTWARE SUBSCRIPTIONS	WATER MGMT/REPORT/DATA ENTRY
		3,369.00	SCADA HOSTING		517805	111695	5505.6308		SOFTWARE SUBSCRIPTIONS	STORM DRAIN MNTC/RPR/SUMPS
		18,048.75								
37911	**7/2/2026**		**100389 ALPHAGRAPHICS**							
		2,332.90	SCAN CARDS		517809	141354	1900.6239		PRINTING	AV COMMUNITY CENTER
		168.70	ALIMAGNET RESTORATION SUPPLIES		517807	141634	2321.6249	PR230035	OTHER CONTRACTUAL SERVICES	ALIMAGNET PARK
		388.81	ADMISSION CARDS		517808	141688	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		388.82	ADMISSION CARDS		517808	141688	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		388.82	ADMISSION CARDS		517808	141688	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		60.25	STAFF PHOTOS FOR FS2		517488	141721	1300.6239		PRINTING	FIRE MANAGEMENT
		3,728.30								
37912	**7/2/2026**		**153995 AMAZON CAPITAL SERVICES**							
		37.99	WALL CALENDAR YEAR		517811	11GTXC1KYYV9	1040.6210		OFFICE SUPPLIES	DATA PROCESSING
		104.97	WEED WHIP HEADS FOR STOCK		517489	13T6166YNWQC	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		13.84	KNOB FOR GEAR DRYER TIMER (2)		517478	16CT4PNC9H1G	1330.6215		EQUIPMENT-PARTS	FIRE OPERATIONS
		82.73	BATTERIES FOR APC UPS		517477	17GRNJWTMX4Q	2012.6215		EQUIPMENT-PARTS	CABLE TV JOINT POWERS
		21.87	SPEAKER HARDWARE		517491	19NTVPFRL6T3	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		9.69	HEADPHONE EAR PADS		517491	19NTVPFRL6T3	2012.6229		GENERAL SUPPLIES	CABLE TV JOINT POWERS
		152.95	LOCKS FOR RESALE.		517863	1DF9WQD3YR7P	1940.6540		TAXABLE MISC FOR RESALE	SPLASH VALLEY WATER PARK
		46.98	IPAD CASES		517476	1DHL3TKPFCKT	1030.6211		SMALL TOOLS & EQUIPMENT	INFORMATION TECHNOLOGY
		65.86	WARNING SIGNS W/FLAG JCAC		517480	1HL944WXD34K	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		154.00	CABINET QUARRY PLAYGROUND PROG		517862	1HPRMQRDF4QK	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL

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37912	**7/2/2026**		**153995 AMAZON CAPITAL SERVICES**							
		44.99	DRYING RACK FOR VAC		517479	1KQCKC6WDGGP	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		297.76	VACUUM, CART		517498	1MFJC3RV4L3M	1930.6211		SMALL TOOLS & EQUIPMENT	REDWOOD CC
		26.59	UNIT #404 TORCH MOUNT		517810	1N9PQ6GNFDP1	5345.6211		SMALL TOOLS & EQUIPMENT	WATER EQUIP/VEHICLE/MISC MNTC
		29.43	SMALL TOOLS		517475	1QH7TRRTCNGQ	1060.6211		SMALL TOOLS & EQUIPMENT	MUNICIPAL BLDG & GROUNDS MNTC
		50.39	WHITEBOARD CLEANER		517490	1X3LCW33D4RR	1770.6210		OFFICE SUPPLIES	PARK GENERAL MAINTENANCE
		28.20	LIFEGUARD EQUIPMENT		517864	1XDK4NLDYG76	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		1,168.24								
37913	**7/2/2026**		**100022 ANCHOR PAPER COMPANY**							
		194.08-	RETURNED 11 X 17 PPR-OVERSTOCK		501300	1078450000	1035.6210		OFFICE SUPPLIES	FINANCE
		994.95	PAPER FOR REC		517813	1080331400	1700.6210		OFFICE SUPPLIES	PARK & RECREATION MANAGEMENT
		994.96	PAPER FOR PD		517813	1080331400	1200.6210		OFFICE SUPPLIES	POLICE MANAGEMENT
		1,989.91	PAPER FOR CITY HALL-50% TO FIN		517813	1080331400	1035.6210		OFFICE SUPPLIES	FINANCE
		123.38	PAPER FOR REC		517812	1080331401	1700.6210		OFFICE SUPPLIES	PARK & RECREATION MANAGEMENT
		123.39	PAPER FOR PD		517812	1080331401	1200.6210		OFFICE SUPPLIES	POLICE MANAGEMENT
		246.78	PAPER FOR CITY HALL		517812	1080331401	1035.6210		OFFICE SUPPLIES	FINANCE
		4,279.29								
37914	**7/2/2026**		**154253 APPLE FORD APPLE VALLEY**							
		149.05	PARTS - LIGHT #247		517481	758899	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		149.05								
37915	**7/2/2026**		**141748 BASER**							
		1,865.00	SOFTBALL OFFICIALS		517802	20260601	1850.6249		OTHER CONTRACTUAL SERVICES	REC SOFTBALL
		2,783.50	SOFTBALL OFFICIALS		517816	20260616	1850.6249		OTHER CONTRACTUAL SERVICES	REC SOFTBALL
		4,648.50								
37916	**7/2/2026**		**100709 BATTERIES PLUS BULBS**							
		140.95	SHOP TOOLS		517482	P92563549	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		140.95								
37917	**7/2/2026**		**121014 BUCKEYE CLEANING CENTER**							
		117.97	CLEANING SUPPLIES		517483	90767014	5215.6229		GENERAL SUPPLIES	ARENA 1 EQUIPMENT MAINTENANCE
		117.97								
37918	**7/2/2026**		**151767 CONFLUENCE**							
		385.00	RWD DESIGN FEES THRU 6-20-26		517503	34982	2360.6235	PR230064	CONSULTANT SERVICES	REDWOOD PARK
		5,320.00	KELLEY DESIGN FEE THRU 6-20-26		517824	34983	2349.6235	PR230064	CONSULTANT SERVICES	KELLEY PARK
		5,705.00								

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37919	7/2/2026		100841 CRAWFORD DOOR SALES							
		430.00	PD DOOR REPAIR		517841	60472	1235.6266		REPAIRS-BUILDING	GRANT #2
		430.00								
37920	7/2/2026		119052 CUSTOM HOSE TECH INC							
		170.12	REPAIR - HOSE		517505	131316	5390.6265		REPAIRS-EQUIPMENT	SWR EQUIP/VEHICLE MISC MNTC/RP
		170.12	REPAIR - HOSE		517505	131316	5345.6265		REPAIRS-EQUIPMENT	WATER EQUIP/VEHICLE/MISC MNTC
		340.24								
37921	7/2/2026		100128 DAKOTA ELECTRIC ASSOCIATION							
		53.19	COBBLESTONE LK PKY LIGHTS MAY		517856	1001029347MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		115.01	QUARRY POINT TOWER MAY		517855	1001036888MAY26	5320.6255		UTILITIES-ELECTRIC	WATER WELL/BOOSTER STN MNT/RPR
		159.14	VALLEYWOOD RESERVOIR MAY		517850	1002244242MAY26	5320.6255		UTILITIES-ELECTRIC	WATER WELL/BOOSTER STN MNT/RPR
		77.29	SIGNAL 140TH/GARDENVIEW JUN		517831	1003037769JUN26	5805.6255		UTILITIES-ELECTRIC	STREET LIGHT UTILITY FUND
		82.98	SIGNAL 140TH/GARDENVIEW MAY		517839	1003037769MAY26	5805.6255		UTILITIES-ELECTRIC	STREET LIGHT UTILITY FUND
		59.02	SIGNAL 140TH/HAYES JUN		517832	1003037777JUN26	5805.6255		UTILITIES-ELECTRIC	STREET LIGHT UTILITY FUND
		106.65	15298 153RD ST LIGHTS MAY		517849	1003155579MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		51.07	15850 DRAWSTONE TRL LIGHTS MAY		517848	1003472842MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		53.19	15750 DIAMOND WAY LIGHTS MAY		517847	1003472859MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		40.66	15745 COBBLESTONE LK PKY LIGHT		517846	1003472867MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		20.56	158TH/DIAMOND PATH MOONLIGHT M		517845	1003472875MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		95.36	COBBLESTONE LK PKY LIGHTS MAY		517844	1003571957MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		55.24	FOUNDERS/GALAXIE SIGNAL JUN		517854	1003777430JUN26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		56.82	FOUNDER/GALAXIE SIGNAL MAY		517828	1003777430MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		34.65	GALAXIE/FOUNDER LN SPRKLR JUN		517853	1003919925JUN26	1610.6255		UTILITIES-ELECTRIC	STREET/BOULEVARD REPAIR & MNTC
		36.87	GALAXIE/FOUNDER LN SPKLR MAY		517827	1003919925MAY26	1610.6255		UTILITIES-ELECTRIC	STREET/BOULEVARD REPAIR & MNTC
		251.91	15281 FOUNDERS BLVD LIGHTS JUN		517852	1004198750JUN26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		266.74	15281 FOUNDERS BLVD LIGHTS MAY		517829	1004198750MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		94.69	LIFT STN STRM SWR GALAXIE JUN		517851	1004229209JUN26	5505.6255		UTILITIES-ELECTRIC	STORM DRAIN MNTC/RPR/SUMPS
		135.57	LIFT STN STRM SWR GALAXIE MAY		517830	1004229209MAY26	5505.6255		UTILITIES-ELECTRIC	STORM DRAIN MNTC/RPR/SUMPS
		18.71	GARDENVIEW DR PK SHELTER JUN		517833	1004331096JUN26	1730.6255		UTILITIES-ELECTRIC	PARK BUILDING MAINTENANCE
		2,741.27	VALLEYWOOD CLUBHOUSE MAY		517843	1004985206MAY26	2215.6255		UTILITIES-ELECTRIC	GOLF CLUBHOUSE BUILDING
		26.75	COBBLESTONE N 2ND ADDITION MAY		517842	1005663463MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		36.26	COBBLESTONE N 2ND ADDITION MAY		517840	1005663471MAY26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		23.17	943 1/2 GARDENVIEW DR JUN		517837	1010052737JUN26	5805.6255		UTILITIES-ELECTRIC	STREET LIGHT UTILITY FUND
		18.86	15763 HEYWOOD CT JUN		517834	1010053463JUN26	1210.6255		UTILITIES-ELECTRIC	POLICE FIELD OPERATIONS/PATROL
		17.84	15763 HEYWOOD CT MAY		517858	1010053463MAY26	1210.6255		UTILITIES-ELECTRIC	POLICE FIELD OPERATIONS/PATROL
		138.27	SIGN VALLEYWOOD ENTRANCE JUN		517838	1010078741JUN26	2215.6255		UTILITIES-ELECTRIC	GOLF CLUBHOUSE BUILDING
		176.47	LIGHTING ON HAYES CAMPUS JUN		517836	1010147929JUN26	5205.6255		UTILITIES-ELECTRIC	ARENA 1 MANAGEMENT
		2,891.26	POLICE OPS BLDG JUN		517835	1010150438JUN26	1253.6255		UTILITIES-ELECTRIC	POLICE OPERATIONS GARAGE
		2,502.85	POL OPS BLDG MAY		517857	1010150438MAY26	1253.6255		UTILITIES-ELECTRIC	POLICE OPERATIONS GARAGE

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37921	**7/2/2026**		**100128 DAKOTA ELECTRIC ASSOCIATION**						**Continued...**	
		10,438.32								
37922	**7/2/2026**		**117768 DRAIN PRO PLUMBING**							
		7.50	SURCHARG REFUND 15600 GALAXIE		517506	20260618	1001.4072		STATE SURTAX COLLECTED	GENERAL FUND REVENUE
		161.37	PARTIAL REFUND 15600 GALAXIE		517506	20260618	1001.4065		PERMIT-PLUMBING	GENERAL FUND REVENUE
		420.00	REPAIR - CAMERA DRAIN PIPE MC		517866	82186	1060.6265		REPAIRS-EQUIPMENT	MUNICIPAL BLDG & GROUNDS MNTC
		588.87								
37923	**7/2/2026**		**101365 ECM PUBLISHERS INC**							
		59.40	PH-AMEND PD 703		517867	1103887	1015.6239	2026160L	PRINTING	CITY CLERK/ELECTIONS
		59.40								
37924	**7/2/2026**		**100157 FACTORY MOTOR PARTS CO**							
		11.00	BRAKE CLEANER		517507	75555934	1765.6215		EQUIPMENT-PARTS	PARK EQUIPMENT MAINTENANCE
		11.00	BRAKE CLEANER		517507	75555934	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		11.00	BRAKE CLEANER		517507	75555934	1350.6215		EQUIPMENT-PARTS	FIRE VEHICLE MAINTENANCE
		11.00	BRAKE CLEANER		517507	75555934	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		11.00	BRAKE CLEANER		517507	75555934	5390.6215		EQUIPMENT-PARTS	SWR EQUIP/VEHICLE MISC MNTC/RP
		11.00	BRAKE CLEANER		517507	75555934	5345.6215		EQUIPMENT-PARTS	WATER EQUIP/VEHICLE/MISC MNTC
		135.76	PARTS - ROTORS SQUADS		517508	75556838	1210.6215		EQUIPMENT-PARTS	POLICE FIELD OPERATIONS/PATROL
		201.76								
37925	**7/2/2026**		**149247 FLAGSHIP RECREATION**							
		288,513.08	RWD PLAYGROUND INSTALL JUNE 26		517869	F24480	2360.6735	PR230006	CAPITAL OUTLAY-OTHER IMPROVEME	REDWOOD PARK
		288,513.08								
37926	**7/2/2026**		**100194 GENERAL REPAIR SERVICE**							
		174.59	LUBRICANT FOR SEWER TRUCKS		517510	87788	5375.6229		GENERAL SUPPLIES	SEWER MAINTENANCE AND REPAIR
		174.59								
37927	**7/2/2026**		**100217 GRAINGER, INC.**							
		61.50	WTP HVAC		517512	9938067841	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		81.53	DOOR ROLLERS AND SLIDE LOCK		517513	9953617942	1060.6229		GENERAL SUPPLIES	MUNICIPAL BLDG & GROUNDS MNTC
		106.01	ELECTRICAL BREAKER		517514	9955349080	1920.6265		REPAIRS-EQUIPMENT	SENIOR CENTER
		249.04								
37928	**7/2/2026**		**101090 GRENDAHL, RUTH A**							
		204.00	NLC MEET-GRENDAHL-LOUISVILLE		517783	20260630	1005.6278		SUBSISTENCE ALLOWANCE	MAYOR/CITY COUNCIL
		204.00								

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37929	7/2/2026		101297 HEIMAN INC						Continued...	
		295.35-	FIRE TAX ADJ-FF HOODS		517884	956746IN	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		295.35	FIRE TAX ADJ-FF HOODS		517884	956746IN	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		3,930.29	FF HOODS (25)		517884	956746IN	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		3,930.29								
37930	7/2/2026		128972 HOISINGTON KOEGLER GROUP INC							
		62.50	AV EAST CONST ADMIN MAY 26		517874	2405818	2324.6235	PR230064	CONSULTANT SERVICES	APPLE VALLEY EAST PARK
		62.50	CHAPARRAL CONST ADMIN MAY 26		517874	2405818	2330.6235	PR230064	CONSULTANT SERVICES	CHAPARRAL PARK
		62.50	C KNOLLS CONST ADMIN MAY 26		517874	2405818	2329.6235	PR230064	CONSULTANT SERVICES	CEDAR KNOLLS PARK
		62.50	FINDLAY CONST ADMIN MAY 26		517874	2405818	2338.6235	PR230064	CONSULTANT SERVICES	FINDLAY PARK
		85.00	BELMONT CONST AD & DOCS MAY 26		517874	2405818	2325.6235	PR230064	CONSULTANT SERVICES	BELMONT PARK
		125.00	APP PONDS CONST ADMIN MAY 26		517874	2405818	2323.6235	PR230064	CONSULTANT SERVICES	APPLE PONDS PARK
		125.00	C ISLE CONST ADMIN MAY 26		517874	2405818	2328.6235	PR230064	CONSULTANT SERVICES	CEDAR ISLES PARK
		125.00	GLEAF N CONST ADMIN MAY 26		517874	2405818	2341.6235	PR230064	CONSULTANT SERVICES	GREENLEAF PARK
		218.75	KELLER SCHEM DESIGN MAY 2026		517874	2405818	2348.6235	PR230064	CONSULTANT SERVICES	KELLER PARK
		218.75	LONGRIDGE CONST ADMIN MAY 26		517874	2405818	2353.6235	PR230064	CONSULTANT SERVICES	LONGRIDGE PARK
		250.00	HAGEMEISTER CONST ADMIN MAY 26		517874	2405818	2342.6235	PR230064	CONSULTANT SERVICES	HAGEMEISTER PARK
		250.00	SCOTT SCHEM DESIGN MAY 26		517874	2405818	2363.6235	PR230064	CONSULTANT SERVICES	SCOTT PARK
		278.75	NORDIC SCHEM DESIGN MAY 26		517874	2405818	2356.6235	PR230064	CONSULTANT SERVICES	NORDIC PARK
		281.25	WALLACE CONST ADMIN MAY 26		517874	2405818	2368.6235	PR230064	CONSULTANT SERVICES	WALLACE PARK
		341.25	LONG LAKE SCHEM DESIGN MAY 26		517874	2405818	2352.6235	PR230064	CONSULTANT SERVICES	LONG LAKE PARK
		375.00	FAITH CONST ADMIN MAY 26		517874	2405818	2336.6235	PR230064	CONSULTANT SERVICES	FAITH PARK
		406.25	FARQUAR SCHEM DESIGN MAY 2026		517874	2405818	2337.6235	PR230064	CONSULTANT SERVICES	FARQUAR LAKE PARK
		416.25	SUNSET SCHEM DESIGN MAY 26		517874	2405818	2365.6235	PR230064	CONSULTANT SERVICES	SUNSET PARK
		612.50	TINTAH CONST ADMIN MAY 26		517874	2405818	2366.6235	PR230064	CONSULTANT SERVICES	TINTAH PARK
		750.00	PENNOCK CONST ADMIN MAY 26		517874	2405818	2358.6235	PR230064	CONSULTANT SERVICES	PENNOCK PARK
		7,257.58	GENERAL CA & DESIGN MAY 26		517874	2405818	2302.6235	PR230064	CONSULTANT SERVICES	PARKS REF - GENERAL UNASSIGNED
		1,741.63	CONSTRUCTION ADMIN SERVICES		517875	2503911	5505.6235	2026107D	CONSULTANT SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		14,107.96								
37931	7/2/2026		100242 INDEPENDENT BLACK DIRT CO							
		405.00	DIRT FOR GOALMOUTHS		517876	IN001575	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		405.00								
37932	7/2/2026		103314 INNOVATIVE OFFICE SOLUTIONS							
		17.35	NITRILE GLOVES		517516	IN5138060	5065.6229		GENERAL SUPPLIES	LIQUOR #2 OPERATIONS
		91.50	TOILET PAPER & PAPER TOWELS		517517	IN5141594	5265.6229		GENERAL SUPPLIES	ARENA 2 BLDG MAINTENANCE-HAYES
		89.57	LABEL DIVIDERS - STEPH ,ADMIN		517877	IN5141600	1010.6210		OFFICE SUPPLIES	ADMINISTRATION
		99.00	BIC PENS FOR ELECTIONS		517878	IN5141638	1015.6210		OFFICE SUPPLIES	CITY CLERK/ELECTIONS
		37.28	PENS, SIGN HERE FLAGS		517518	IN5142453	1200.6210		OFFICE SUPPLIES	POLICE MANAGEMENT

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37932	**7/2/2026**		**103314 INNOVATIVE OFFICE SOLUTIONS**						**Continued...**	
		334.70								
37933	**7/2/2026**		**101796 INTERSTATE BATTERY SYSTEM OF M**							
		148.47	BATTERY FOR PICKUP 502		517519	220080904	2240.6216		VEHICLES-TIRES/BATTERIES	GOLF EQUIPMENT MAINTENANCE
		148.47								
37934	**7/2/2026**		**144552 KENDELL DOORS & HARDWARE INC**							
		301.90	REDWOOD KEYS		517520	IN131638	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		1,030.00	DOOR HARDWARE - CMF		517879	IN132175	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		1,331.90								
37935	**7/2/2026**		**148716 KWIK TRIP INC**							
		20.00	CAR WASHES		517521	20260430	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		20.00								
37936	**7/2/2026**		**154177 LEAST SERVICES COUNSELING LLC**							
		330.00	MENTAL HEALTH SERVICES		517885	2037	7205.6235		CONSULTANT SERVICES	INSURANCE CLAIMS
		490.00	MENTAL HEALTH SERVICES		517886	2071	7205.6235		CONSULTANT SERVICES	INSURANCE CLAIMS
		820.00								
37937	**7/2/2026**		**100289 LOGIS**							
		458.66	NETWORK SERVICES		517890	154084	1030.6235		CONSULTANT SERVICES	INFORMATION TECHNOLOGY
		6,428.00	REDWOOD FIBER SERVICE		517892	154146	2360.6249	PR230042	OTHER CONTRACTUAL SERVICES	REDWOOD PARK
		1,800.00	RWD FIBER LOCATE CONDUIT		517893	154151	2360.6249	PR230042	OTHER CONTRACTUAL SERVICES	REDWOOD PARK
		461.00	HOSTED SIEM LOGGING MONTHLY		517891	154167	1030.6308		SOFTWARE SUBSCRIPTIONS	INFORMATION TECHNOLOGY
		9,147.66								
37938	**7/2/2026**		**156007 MACQUEEN**							
		139.75	SCBA REPAIR		517523	INV2758	1330.6265		REPAIRS-EQUIPMENT	FIRE OPERATIONS
		1,367.00	SCBA TEST/REPAIR		517895	INV3719	1330.6265		REPAIRS-EQUIPMENT	FIRE OPERATIONS
		1,506.75								
37939	**7/2/2026**		**100942 MADDEN GALANTER HANSEN, LLP**							
		3,407.96	EMPLOYEE ISSUE		517896	20260612	1020.6235		CONSULTANT SERVICES	HUMAN RESOURCES
		3,407.96								
37940	**7/2/2026**		**100302 MCNAMARA CONTRACTING INC**							
		1,617.85	APPLE STREET PHASE 2 PAY 2		517898	20260531	2027.6810	2026106R	CONSTRUCTION IN PROGRESS	ROAD ESCROW
		57,142.04	APPLE STREET PHASE 2 PAY 2		517898	20260531	2027.6810	2026106S	CONSTRUCTION IN PROGRESS	ROAD ESCROW
		216,609.03	APPLE STREET PHASE 2 PAY 2		517898	20260531	5365.6810	2026106W	CONSTRUCTION IN PROGRESS	SEWER MGMT/REPORTS/DATA ENTRY

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37940	**7/2/2026**		**100302 MCNAMARA CONTRACTING INC**						**Continued...**	
		318,965.54	APPLE STREET PHASE 2 PAY 2		517898	20260531	5305.6810	2026106W	CONSTRUCTION IN PROGRESS	WATER MGMT/REPORT/DATA ENTRY
		13,162.26	APPLE STREET PHASE 2 PAY 2		517898	20260531	5505.6810	2026106D	CONSTRUCTION IN PROGRESS	STORM DRAIN MNTC/RPR/SUMPS
		70,708.50	APPLE STREET PHASE 2 PAY 2		517898	20260531	5505.6810	2026106D	CONSTRUCTION IN PROGRESS	STORM DRAIN MNTC/RPR/SUMPS
		284,995.91	APPLE STREET PHASE 2 PAY 2		517898	20260531	5505.6810	2026106D	CONSTRUCTION IN PROGRESS	STORM DRAIN MNTC/RPR/SUMPS
		40,160.20	GOODWIN PB COURTS PAY 5		517897	35378	2347.6740	PR230023	CAPITAL OUTLAY-MACH/EQUIP/OTHE	JOHNNY CAKE RIDGE WEST PARK
		1,003,361.33								
37941	**7/2/2026**		**123957 MCWILLIAMS, TIM**							
		26.98	1 PR JEANS - T MCWILLIAMS		517524	20260613	5305.6281		UNIFORM/CLOTHING ALLOWANCE	WATER MGMT/REPORT/DATA ENTRY
		26.98								
37942	**7/2/2026**		**156194 METRO ALARM & LOCK**							
		3,361.73	PART OF PHASE2 REMODEL PROJECT		517904	90505	5065.6740		CAPITAL OUTLAY-MACH/EQ/OTHER	LIQUOR #2 OPERATIONS
		3,361.73								
37943	**7/2/2026**		**100348 MTI DISTRIBUTING CO**							
		469.91	IRRIGATION SUPPLIES		517907	152391000	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		119.37	IRRIGATION SUPPLIES		517541	152527200	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		589.28								
37944	**7/2/2026**		**120171 MTM RECOGNITION**							
		141.69	EMPLOYEE RECOGNITION - THELEN		517542	6290608	1025.6399		OTHER CHARGES	EMPLOYEE RECOGNITION PARTY
		141.69								
37945	**7/2/2026**		**157945 NICHOLS, NOEL**							
		111.65	LOCAL TRAVEL		517544	20260519	5005.6277		MILEAGE/AUTO ALLOWANCE	LIQUOR GENERAL OPERATIONS
		111.65								
37946	**7/2/2026**		**157610 PETERSON COUNSELING AND CONSULTING LLC**							
		635.00	MENTAL HEALTH SERVICES		517909	20260629	7205.6235		CONSULTANT SERVICES	INSURANCE CLAIMS
		635.00								
37947	**7/2/2026**		**150718 PRO-TEC DESIGN, INC**							
		15,743.00	KELLEY CAMERA & C READER PMT 1		517913	124161	2349.6735	PR230032	CAPITAL OUTLAY-OTHER IMPROVEME	KELLEY PARK
		15,743.00								
37948	**7/2/2026**		**122110 REINDERS INC**							
		575.88	HOSE AND PARTS		517914	341743000	2235.6229		GENERAL SUPPLIES	GOLF COURSE MAINTENANCE
		575.88								

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37949	7/2/2026		152480 RMB ENVIRONMENTAL LAB							
		169.60	WATER QUALITY SAMPLES		517915	B023094	5505.6235		CONSULTANT SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		169.60								
37950	7/2/2026		144391 SIR LINES-A-LOT, LLC							
		102,892.35	PAVMENT MARKINGS - PAY 1		517934	20260526	1680.6249	2026124G	OTHER CONTRACTUAL SERVICES	TRAFFIC SIGNS/SIGNALS/MARKERS
		357.50	PAVMENT MARKINGS - PAY 1		517934	20260526	2027.6810	2025109R	CONSTRUCTION IN PROGRESS	ROAD ESCROW
		1,025.00	PAVMENT MARKINGS - PAY 1		517934	20260526	2027.6810	2025103R	CONSTRUCTION IN PROGRESS	ROAD ESCROW
		104,274.85								
37951	7/2/2026		102293 SKINNER, STEPHAN C							
		128.03	MAY MILEAGE		517545	20260528	1700.6277		MILEAGE/AUTO ALLOWANCE	PARK & RECREATION MANAGEMENT
		128.03								
37952	7/2/2026		100524 SOUTHERN GLAZERS WINE AND SPIRITS OF MN							
		4,481.61	LIQ#1	00050756	517760	2768535	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		606.28	WINE#1	00050756	517771	2768536	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1,521.70	LIQ#2	00050756	517764	2768538	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		388.88	WINE#2	00050756	517776	2768539	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		4,453.75	LIQ#3	00050756	517767	2768560	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		974.32	WINE#3	00050756	517780	2768561	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2,410.81	LIQ#1	00050756	517759	2771226	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		1,150.81	WINE#1	00050756	517770	2771228	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		2,525.18	LIQ#2	00050756	517765	2771229	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1,301.00	WINE#2	00050756	517777	2771230	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		6,607.53	LIQ#3	00050756	517768	2771245	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		3,044.05	WINE#3	00050756	517781	2771246	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		5,457.71	LIQ#1	00050756	517762	2773795	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		67.96	TAX#1	00050756	517763	2773796	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		2,040.04	WINE#1	00050756	517774	2773797	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		2,631.49	LIQ#2	00050756	517766	2773798	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1,563.03	WINE#2	00050756	517778	2773799	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		4,871.21	LIQ#3	00050756	517769	2773814	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1,798.12	WINE#3	00050756	517782	2773815	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		56.00-	CMWINE#1	00050756	517772	9701212	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		48.00-	CMWINE#2	00050756	517775	9701213	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		56.00-	CMWINE#3	00050756	517779	9701217	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		30.74-	CMLIQ#1	00050756	517761	9701687	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		23.07-	CMWINE#1	00050756	517773	9701688	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		47,681.67								

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37953	**7/2/2026**		**142722 STANTEC CONSULTING SERVICES, INC.**							
		62,155.06	PFAS TREATMENT PILOT STUDY		517932	2576477	5305.6235	2025153W	CONSULTANT SERVICES	WATER MGMT/REPORT/DATA ENTRY
		892.00	BOOSTER STATION REHAB		517931	2576677	5320.6735	2024138W	CAPITAL OUTLAY-OTHER IMPROVEME	WATER WELL/BOOSTER STN MNT/RPR
		63,047.06								
37954	**7/2/2026**		**158145 TERRA CONSTRUCTION**							
		22,836.54	HAYES FEE & SITE FURN MAY 26		517936	24835011	2309.6249	PR230064	OTHER CONTRACTUAL SERVICES	HAYES BASEBALL/SOFTBALL COMPLX
		56,697.60	HAYES LSCAPE & IRRIG MAY 26		517936	24835011	2309.6735	PR230033	CAPITAL OUTLAY-OTHER IMPROVEME	HAYES BASEBALL/SOFTBALL COMPLX
		34,490.70	AVCC PRECAST STRUCT CONCRETE		517935	24836002	2305.6735	PR230004	CAPITAL OUTLAY-OTHER IMPROVEME	APPLE VALLEY COMMUNITY CENTER
		440,878.96	AVCC BONDS, INS, PERMITS, ETC		517935	24836002	2305.6249	PR230064	OTHER CONTRACTUAL SERVICES	APPLE VALLEY COMMUNITY CENTER
		554,903.80								
37955	**7/2/2026**		**157965 TS SHOPPING CENTER LLC**							
		2,646.30	LIQ1 TAX ESCROW-JULY		517785	20260622	5025.6310		RENTAL EXPENSE	LIQUOR #1 OPERATIONS
		3,845.18	LIQ1 CAM ESCROW-JULY		517785	20260622	5025.6310		RENTAL EXPENSE	LIQUOR #1 OPERATIONS
		12,500.00	LIQ1 LEASE-JULY		517785	20260622	5025.6310		RENTAL EXPENSE	LIQUOR #1 OPERATIONS
		18,991.48								
37956	**7/2/2026**		**120784 ULINE**							
		1,030.13	DUMPSTERS FOR THE NEW BUILDING		517921	208426923	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		1,030.13								
37957	**7/2/2026**		**131594 UNIVERSAL CLEANING SERVICES IN**							
		782.00	ED BLDG WINDOW WASHING		517922	142260	2092.6249		OTHER CONTRACTUAL SERVICES	EDUCATION BUILDING FUND
		782.00								
37958	**7/2/2026**		**101123 USA BLUE BOOK**							
		378.48	WTP LAB SUPPLIES		517547	INV01066994	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		378.48								
37959	**7/2/2026**		**123387 VESSCO INC**							
		144.47	WTP PUMP SUPPLIES		517549	101321	5325.6215		EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		144.47								
37960	**7/2/2026**		**100081 WASTE MANAGEMENT-BURNSVILLE LANDFILL**							
		503.79	PARK TRASH		517925	3908102910	1720.6240		CLEANING SERVICE/GARBAGE REMOV	PARK GROUNDS MAINTENANCE
		503.79								
37961	**7/2/2026**		**101003 WINZER FRANCHISE COMPANY**							
		55.39	MISC. NUTS & BOLTS, CONNECTOR		517548	4097033	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		55.39	MISC. NUTS & BOLTS, CONNECTOR		517548	4097033	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE

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37961	**7/2/2026**		**101003 WINZER FRANCHISE COMPANY**						**Continued...**	
		55.39	MISC. NUTS & BOLTS, CONNECTOR		517548	4097033	1350.6229		GENERAL SUPPLIES	FIRE VEHICLE MAINTENANCE
		55.39	MISC. NUTS & BOLTS, CONNECTOR		517548	4097033	1210.6229		GENERAL SUPPLIES	POLICE FIELD OPERATIONS/PATROL
		55.39	MISC. NUTS & BOLTS, CONNECTOR		517548	4097033	5345.6229		GENERAL SUPPLIES	WATER EQUIP/VEHICLE/MISC MNTC
		55.40	MISC. NUTS & BOLTS, CONNECTOR		517548	4097033	5390.6229		GENERAL SUPPLIES	SWR EQUIP/VEHICLE MISC MNTC/RP
		332.35								
37962	**7/2/2026**		**137762 WSB & ASSOCIATES INC**							
		1,507.50	COBBLESTONE CONST ADMIN MAY 26		517926	R02560800025	2331.6235	PR230064	CONSULTANT SERVICES	COBBLESTONE LAKE PARK
		1,507.50								
329423	**7/1/2026**		**152066 3 GUYS SEWING**							
		12.00	COUNCIL APPAREL EMBROIDERY		517486	13865	1005.6229		GENERAL SUPPLIES	MAYOR/CITY COUNCIL
		12.00								
329424	**7/1/2026**		**166260 A S Z LLC**							
		44.93	UB REFUND 203 COUNTY ROAD 42		517803	20260625B	5301.4997		WATER/SEWER ACCT REFUNDS	WATER & SEWER FUND REVENUE
		44.93								
329425	**7/1/2026**		**147492 ACUSHNET COMPANY**							
		952.92	TITLEIST TOUR SOFT 15 PK		517861	923382418	2260.6412		GOLF-BALLS	GOLF PRO SHOP MERCH SALES
		952.92								
329426	**7/1/2026**		**152292 ADVANCED POWER SERVICES, INC.**							
		1,644.34	ANNUAL WTP GENERATOR MAINTENAN		517806	8111	5325.6265		REPAIRS-EQUIPMENT	WATER TREATMENT FCLTY MNTC/RPR
		1,644.34								
329427	**7/1/2026**		**100958 ANCOM COMMUNICATIONS INC**							
		227.64	PAGER REPAIR		517497	133841	1330.6265		REPAIRS-EQUIPMENT	FIRE OPERATIONS
		227.64								
329428	**7/1/2026**		**157342 APPLE VALLEY HIGH SCHOOL R&B BAND**							
		500.00	2026 FREEDOM DAYS PARADE		517797	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		500.00								
329429	**7/1/2026**		**100820 AT&T MOBILITY**							
		626.00-	POL CREDIT		517814	287318957082X06 032026	1205.6237		TELEPHONE/PAGERS	POLICE RECORDS UNIT
		77.46	INSP CELLULAR		517814	287318957082X06 032026	1400.6237		TELEPHONE/PAGERS	INSPECTIONS MANAGEMENT
		695.91	FIRE CELLULAR		517814	287318957082X06	1330.6237		TELEPHONE/PAGERS	FIRE OPERATIONS

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329429	**7/1/2026**		**100820 AT&T MOBILITY**						**Continued...**	
						032026				
		5,197.33	POL CELLULAR		517814	287318957082X06 032026	1205.6237		TELEPHONE/PAGERS	POLICE RECORDS UNIT
		5,344.70								
329430	**7/1/2026**		**149274 B & H PHOTO-VIDEO**							
		710.69	SPEAKER FOR RWD POOL DECK		517815	245174782	2360.6229	PR230032	GENERAL SUPPLIES	REDWOOD PARK
		710.69								
329431	**7/1/2026**		**158702 BENETTI, TIMOTHY**							
		166.03	MILEAGE - BENETTI		517499	20260521	1100.6277		MILEAGE/AUTO ALLOWANCE	DEV MANAGEMENT
		166.03								
329432	**7/1/2026**		**101447 BERG-JOHNSON ASSOCIATES INC**							
		1,280.83	REPLACEMENT TRANSDUCER WELL 20		517817	681620	5320.6215	2026156W	EQUIPMENT-PARTS	WATER WELL/BOOSTER STN MNT/RPR
		1,280.83								
329433	**7/1/2026**		**151189 BOB THE BEACHCOMBER**							
		500.00	2026 FREEDOM DAYS PARADE		517791	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		500.00								
329434	**7/1/2026**		**100072 BRAUN INTERTEC CORPORATION**							
		3,412.00	SEDIMENT SAMPLING FARQUAR LIFT		517818	IN1017137	5505.6249	2025155D	OTHER CONTRACTUAL SERVICES	STORM DRAIN MNTC/RPR/SUMPS
		3,412.00								
329435	**7/1/2026**		**163345 BY THE YARD**							
		3,992.00	RWD POOL DECK END TABLES		517819	196118	2360.6399	PR230032	OTHER CHARGES	REDWOOD PARK
		3,992.00								
329436	**7/1/2026**		**100878 CHARTER COMMUNICATIONS**							
		8.88	FIRE 3 CABLE TV JUN		517820	175319601JUN26	1340.6237		TELEPHONE/PAGERS	FIRE BLDG & GROUNDS MNTC
		71.33	POL CABLE TV JUN		517821	175322001JUN26	1200.6237		TELEPHONE/PAGERS	POLICE MANAGEMENT
		242.54	GOLF CABLE TV JUN		517822	249679801JUN26	2215.6237		TELEPHONE/PAGERS	GOLF CLUBHOUSE BUILDING
		322.75								
329437	**7/1/2026**		**151149 CHEM-AQUA, INC.**							
		329.88	WATER TREATMENT PROGRAM		517484	9659329	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		329.88								
329438	**7/1/2026**		**100282 CINTAS CORPORATION**							

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329438	**7/1/2026**		**100282 CINTAS CORPORATION**							
		411.53	CINTAS LINENS		517823	4272624916	2270.6240		CLEANING SERVICE/GARBAGE	GOLF FOOD & BEVERAGE
		31.50	AVCC RUG SERVICE		517500	4272882959	1900.6240		CLEANING SERVICE/GARBAGE REMOVAL	AV COMMUNITY CENTER
		7.88	ENTRY WAY REPLACEMENT MATTS		517485	4272882996	1920.6249		OTHER CONTRACTUAL SERVICES	SENIOR CENTER
		13.51	PARKS COVERALLS		517501	4272992162	1710.6281		UNIFORM/CLOTHING ALLOWANCE	PARK MAINTENANCE MANAGEMENT
		16.98	SHOP COVERALLS		517501	4272992162	1530.6281		UNIFORM/CLOTHING ALLOWANCE	FLEET & BUILDINGS-CMF
		44.48	STREETS COVERALLS		517501	4272992162	1600.6281		UNIFORM/CLOTHING ALLOWANCE	STREET MANAGEMENT
		525.88								
329439	**7/1/2026**		**113504 CINTAS FIRST AID & SAFETY**							
		.65-	PARK TAX ADJ-CABINET SUPPLIES		517509	5342015113	1710.6249		OTHER CONTRACTUAL SERVICES	PARK MAINTENANCE MANAGEMENT
		.65	PARK TAX ADJ-CABINET SUPPLIES		517509	5342015113	1000.2330		DUE TO OTHER GOVERNMENT	GENERAL FUND BALANCE SHEET
		31.71	SAFETY CABINET SUPPLIES		517509	5342015113	1710.6249		OTHER CONTRACTUAL SERVICES	PARK MAINTENANCE MANAGEMENT
		16.06	FIRST AID SUPPLIES - CMF		517502	5342547203	1540.6229		GENERAL SUPPLIES	CMF BUILDINGS & GROUNDS MNTC
		64.20	FIRST AID SUPPLIES - CMF		517502	5342547203	1765.6229		GENERAL SUPPLIES	PARK EQUIPMENT MAINTENANCE
		82.59	FIRST AID SUPPLIES - CMF		517502	5342547203	1630.6229		GENERAL SUPPLIES	STREET EQUIPMENT MAINTENANCE
		194.56								
329440	**7/1/2026**		**141919 CIVICPLUS**							
		39,186.00	CIVICREC FEES AUG 26-JULY 27		517865	375308	1700.6308		SOFTWARE SUBSCRIPTIONS	PARK & RECREATION MANAGEMENT
		13,061.30	CIVICREC FEES AUG 26-JULY 27		517865	375308	5205.6308		SOFTWARE SUBSCRIPTIONS	ARENA 1 MANAGEMENT
		52,247.30								
329441	**7/1/2026**		**100510 CORE & MAIN**							
		137.76	REPAIR OF SAN SEWER SPECTRUM		517504	V000042356	5375.6215		EQUIPMENT-PARTS	SEWER MAINTENANCE AND REPAIR
		137.76								
329442	**7/1/2026**		**159127 CREATIVE RESOURCES AGENCY LLC**							
		3,188.82	VALLEY ADVENTURE CLUB SHIRTS		517825	IN0023448	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		3,188.82								
329443	**7/1/2026**		**100123 DAKOTA COUNTY FINANCIAL SERVIC**							
		125.00	800 MHZ		517826	5505778	1500.6249		OTHER CONTRACTUAL SERVICES	PW MANAGEMENT
		1,450.00	800 MHZ		517826	5505778	1330.6249		OTHER CONTRACTUAL SERVICES	FIRE OPERATIONS
		2,575.00	800 MHZ		517826	5505778	1200.6280		DUES & SUBSCRIPTIONS	POLICE MANAGEMENT
		4,150.00								
329444	**7/1/2026**		**100434 DOUGHERTY MOLENDA SOLFEST HILL**							
		34,260.04	CRIMINAL PROSECUTION SVC-JULY		517859	6520726	1055.6231		LEGAL SERVICES	LEGAL PROSECUTING ATTORNEY
		17,671.63	GEN CIVIL LEGAL SVC-JULY		517860	6530726	1050.6231		LEGAL SERVICES	LEGAL GENERAL SERVICES
		51,931.67								

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329444	**7/1/2026**		**100434 DOUGHERTY MOLENDA SOLFEST HILL**						**Continued...**	
329445	**7/1/2026**		**166259 ERICKSON, RON**							
		190.11	UB REFUND 7341 146TH WAY W		517868	20260625A	5301.4997		WATER/SEWER ACCT REFUNDS	WATER & SEWER FUND REVENUE
		190.11								
329446	**7/1/2026**		**164319 FOX BROS PAINTING**							
		7,995.00	PAINT HAYES COMPLEX SHELTER		517870	438439	2309.6249	PR230005	OTHER CONTRACTUAL SERVICES	HAYES BASEBALL/SOFTBALL COMPLX
		7,995.00								
329447	**7/1/2026**		**161093 FRED KOLKMANN TENNIS & SPORT SURFACES LL**							
		7,000.00	FINAL PAY FOR SPECIAL INSP		517871	26009	2347.6235	PR230064	CONSULTANT SERVICES	JOHNNY CAKE RIDGE WEST PARK
		7,000.00								
329448	**7/1/2026**		**102694 GERTENS**							
		1,362.00	GRASS SEED		517872	26154612	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		1,362.00								
329449	**7/1/2026**		**101328 GOVCONNECTION INC**							
		391.43	WIRELESS HEADSET		517511	77725592	1030.6725		CAPITAL OUTLAY-OFFICE EQUIP	INFORMATION TECHNOLOGY
		391.43								
329450	**7/1/2026**		**154097 GREEN AND BLACK**							
		459.53	FS2 - YARD DEBRIS DISPOSAL		517873	26117	1340.6249		OTHER CONTRACTUAL SERVICES	FIRE BLDG & GROUNDS MNTC
		459.53								
329451	**7/1/2026**		**101169 HAWKINS, INC.**							
		9,391.22	CHEMICALS		517883	7434587	1940.6214		CHEMICALS	SPLASH VALLEY WATER PARK
		9,391.22								
329452	**7/1/2026**		**103491 INDELCO PLASTICS CORP**							
		200.26	PARTS FOR PFAS PILOT STUDY		517515	INV0615447	5325.6215	2025153W	EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		200.26								
329453	**7/1/2026**		**166243 JL THEIS INC**							
		7,125.00	FINDLAY MOB, SITE WORK MAY 26		517800	20260529	2338.6249	PR230043	OTHER CONTRACTUAL SERVICES	FINDLAY PARK
		9,500.00	TINTAH MOB, SITE WORK MAY 26		517800	20260529	2366.6249	PR230043	OTHER CONTRACTUAL SERVICES	TINTAH PARK
		10,241.00	LONGRIDG PLAY CONTAINER MAY 26		517800	20260529	2353.6249	PR230006	OTHER CONTRACTUAL SERVICES	LONGRIDGE PARK
		11,160.60	WALLACE PLAY CONTAINER MAY 26		517800	20260529	2368.6249	PR230006	OTHER CONTRACTUAL SERVICES	WALLACE PARK
		17,337.50	WALLACE MOB, SITE WORK MAY 26		517800	20260529	2368.6249	PR230043	OTHER CONTRACTUAL SERVICES	WALLACE PARK
		18,050.00	LONGRIDG MOB, SITE WORK MAY 26		517800	20260529	2353.6249	PR230043	OTHER CONTRACTUAL SERVICES	LONGRIDGE PARK

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329453	**7/1/2026**		**166243 JL THEIS INC**						**Continued...**	
		24,320.00	FAITH MOB, SITE WORK MAY 26		517800	20260529	2336.6249	PR230043	OTHER CONTRACTUAL SERVICES	FAITH PARK
		25,935.00	C KNOLLS MOB, SITE WORK MAY 26		517800	20260529	2329.6249	PR230043	OTHER CONTRACTUAL SERVICES	CEDAR KNOLLS PARK
		30,542.50	AV EAST MOB, SITE WORK MAY 26		517800	20260529	2324.6249	PR230043	OTHER CONTRACTUAL SERVICES	APPLE VALLEY EAST PARK
		39,254.00	HAGEMEIS MOB, SITE WORK MAY 26		517800	20260529	2342.6249	PR230043	OTHER CONTRACTUAL SERVICES	HAGEMEISTER PARK
		193,465.60								
329454	**7/1/2026**		**100255 JOHNSON BROTHERS LIQUOR**							
		10,599.75	LIQ#1	00000109	517550	1072971	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		96.36	FREIGHT#1	00000109	517551	1072971	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,435.50	LIQ#1	00000109	517552	1072972	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		87.00	WINE#1	00000109	517553	1072972	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		39.60	FREIGHT#1	00000109	517554	1072972	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		969.87	WINE#1	00000109	517655	1072973	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		22.44	FREIGHT#1	00000109	517656	1072973	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		547.21	LIQ#1	00000109	517555	1072974	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		5.94	FREIGHT#1	00000109	517556	1072974	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		855.80	LIQ#1	00000109	517557	1072975	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		10.56	FREIGHT#1	00000109	517558	1072975	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		53.00	WINE#1	00000109	517657	1072976	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1.32	FREIGHT#1	00000109	517658	1072976	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,357.00	LIQ#3	00000109	517616	1073636	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		10.56	FREIGHT#3	00000109	517617	1073636	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		845.08	WINE#2	00000109	517667	1073637	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		15.84	FREIGHT#2	00000109	517668	1073637	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		44.00	LIQ#2	00000109	517583	1073638	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1.32	FREIGHT#2	00000109	517584	1073638	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		582.39	LIQ#3	00000109	517618	1073639	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		11.88	FREIGHT#3	00000109	517619	1073639	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		4,766.63	LIQ#2	00000109	517585	1073641	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		48.84	FREIGHT#2	00000109	517586	1073641	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,170.00	LIQ#2	00000109	517587	1073642	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		29.04	FREIGHT#2	00000109	517588	1073642	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		160.00	WINE#2	00000109	517670	1073643	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		5.28	FREIGHT#2	00000109	517671	1073643	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		592.73	LIQ#2	00000109	517589	1073644	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		5.28	FREIGHT#2	00000109	517590	1073644	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		346.00	TAX#2	00000109	517591	1073645	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		3.96	FREIGHT#2	00000109	517592	1073645	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		734.45	WINE#2	00000109	517672	1073646	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		9.24	FREIGHT#2	00000109	517673	1073646	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES

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		3,644.55	LIQ#3	00000109	517620	1073647	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		40.92	FREIGHT#3	00000109	517621	1073647	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		5,484.50	LIQ#3	00000109	517622	1073648	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		9.00-	CMLIQ#3	00000109	517623	1073648	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		120.12	FREIGHT#3	00000109	517624	1073648	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		124.75	WINE#3	00000109	517687	1073649	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2.64	FREIGHT#3	00000109	517688	1073649	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		967.96	LIQ#3	00000109	517625	1073650	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		9.24	FREIGHT#3	00000109	517626	1073650	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		718.50	LIQ#3	00000109	517627	1073651	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		6.60	FREIGHT#3	00000109	517628	1073651	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		105.20	WINE#3	00000109	517689	1073652	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2.64	FREIGHT#3	00000109	517690	1073652	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		2,646.00	LIQ#1	00000109	517559	1078105	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		34.32	FREIGHT#1	00000109	517560	1078105	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,361.35	WINE#1	00000109	517659	1078106	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		43.56	FREIGHT#1	00000109	517660	1078106	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		3,337.96	LIQ#1	00000109	517561	1078107	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		24.09	FREIGHT#1	00000109	517562	1078107	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,492.10	LIQ#1	00000109	517563	1078108	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		14.52	FREIGHT#1	00000109	517564	1078108	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		2,608.60	WINE#1	00000109	517661	1078109	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		44.88	FREIGHT#1	00000109	517662	1078109	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		132.00	WINE#1	00000109	517663	1078110	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		1.32	FREIGHT#1	00000109	517664	1078110	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		379.49	LIQ#1	00000109	517565	1078111	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		2.64	FREIGHT#1	00000109	517566	1078111	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		212.00	WINE#2	00000109	517674	1078780	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3.96	FREIGHT#2	00000109	517675	1078780	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,205.46	LIQ#2	00000109	517594	1078781	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		9.79	FREIGHT#2	00000109	517595	1078781	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		823.40	LIQ#3	00000109	517630	1078783	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		5.50	FREIGHT#3	00000109	517631	1078783	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		975.82	WINE#3	00000109	517691	1078784	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		18.48	FREIGHT#3	00000109	517692	1078784	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		510.00	LIQ#2	00000109	517596	1078785	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		5.28	FREIGHT#2	00000109	517597	1078785	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		164.68	LIQ#2	00000109	517598	1078786	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		96.00	WINE#2	00000109	517599	1078786	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES

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		3.96	FREIGHT#2	00000109	517600	1078786	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		247.71	WINE#2	00000109	517676	1078787	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3.96	FREIGHT#2	00000109	517677	1078787	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		380.00	LIQ#2	00000109	517601	1078788	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		5.28	FREIGHT#2	00000109	517602	1078788	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		128.00	WINE#2	00000109	517678	1078789	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3.96	FREIGHT#2	00000109	517679	1078789	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,764.84	LIQ#3	00000109	517632	1078790	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		13.20	FREIGHT#3	00000109	517633	1078790	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		762.36	LIQ#3	00000109	517634	1078791	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		7.92	FREIGHT#3	00000109	517635	1078791	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,360.00	WINE#3	00000109	517693	1078792	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		17.82	FREIGHT#3	00000109	517694	1078792	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,045.52	LIQ#3	00000109	517636	1078793	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		6.60	FREIGHT#3	00000109	517637	1078793	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		412.00	LIQ#3	00000109	517638	1078794	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		5.28	FREIGHT#3	00000109	517639	1078794	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		496.00	WINE#3	00000109	517695	1078795	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		7.92	FREIGHT#3	00000109	517696	1078795	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		17,809.82	LIQ#1	00000109	517567	1083388	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		51.00-	CMLIQ#1	00000109	517568	1083388	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		195.36	FREIGHT#1	00000109	517569	1083388	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		8,146.00	LIQ#3	00000109	517640	1083389	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		81.84	FREIGHT#3	00000109	517641	1083389	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		3,176.90	LIQ#1	00000109	517570	1083390	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		21.12	FREIGHT#1	00000109	517571	1083390	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		3,785.04	LIQ#1	00000109	517572	1083391	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		79.20	FREIGHT#1	00000109	517573	1083391	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,345.00	LIQ#1	00000109	517574	1083392	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		22.66	FREIGHT#1	00000109	517575	1083392	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		111.00	TAX#1	00000109	517576	1083393	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		5.28	FREIGHT#1	00000109	517577	1083393	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		442.91	LIQ#3	00000109	517642	1083394	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		5.28	FREIGHT#3	00000109	517643	1083394	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		130.50	LIQ#3	00000109	517697	1083395	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		104.00	WINE#3	00000109	517698	1083395	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		2.86	FREIGHT#3	00000109	517699	1083395	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		815.50	LIQ#1	00000109	517578	1083396	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		17.82	FREIGHT#1	00000109	517579	1083396	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES

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329454	**7/1/2026**		**100255 JOHNSON BROTHERS LIQUOR**						**Continued...**	
		3,678.39	WINE#1	00000109	517665	1083397	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		66.00	FREIGHT#1	00000109	517666	1083397	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		2,606.31	LIQ#3	00000109	517644	1083398	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		29.04	FREIGHT#3	00000109	517645	1083398	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		3,674.00	LIQ#3	00000109	517646	1083399	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		23.76	FREIGHT#3	00000109	517647	1083399	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1.32	FREIGHT#3	00000109	517648	1083400	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		2,481.95	LIQ#3	00000109	517649	1083401	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		30.36	FREIGHT#3	00000109	517650	1083401	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,050.45	WINE#3	00000109	517700	1083402	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		14.52	FREIGHT#3	00000109	517701	1083402	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		111.00	TAX#3	00000109	517651	1083403	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		3.96	FREIGHT#3	00000109	517652	1083403	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		106.00	LIQ#3	00000109	517653	1083404	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		1.32	FREIGHT#3	00000109	517654	1083404	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		3,461.16	WINE#3	00000109	517702	1083405	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		71.28	FREIGHT#3	00000109	517703	1083405	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		8,075.00	TAX#2	00000109	517603	1084106	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		93.72	FREIGHT#2	00000109	517604	1084106	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		130.50	WINE#2	00000109	517681	1084107	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		1.54	FREIGHT#2	00000109	517682	1084107	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		2,121.42	LIQ#2	00000109	517605	1084108	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		26.40	FREIGHT#2	00000109	517606	1084108	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		808.00	LIQ#2	00000109	517607	1084109	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		14.52	FREIGHT#2	00000109	517608	1084109	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		2,306.09	LIQ#2	00000109	517609	1084110	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		30.36	FREIGHT#2	00000109	517610	1084110	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		703.00	WINE#2	00000109	517683	1084111	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		7.92	FREIGHT#2	00000109	517684	1084111	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1.32	FREIGHT#2	00000109	517611	1084112	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		288.00	LIQ#2	00000109	517612	1084113	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		3.96	FREIGHT#2	00000109	517613	1084113	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		3,019.20	WINE#2	00000109	517685	1084114	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		56.76	FREIGHT#2	00000109	517686	1084114	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		52.00	TAX#2	00000109	517614	1084115	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		1.32	FREIGHT#2	00000109	517615	1084115	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		21.02-	CMLIQ#2	00000109	517580	182119	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		58.34-	CMWINE#2	00000109	517581	182119	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		5.96-	CMLIQ#2	00000109	517582	182120	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES

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329454	**7/1/2026**		**100255 JOHNSON BROTHERS LIQUOR**						**Continued...**	
		11.15-	CMWINE#2	00000109	517669	182121	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3.33-	CMWINE#2	00000109	517680	186918	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		20.00-	CMLIQ#2	00000109	517593	188017	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		160.00-	CMLIQ#3	00000109	517629	188018	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		130,627.16								
329455	**7/1/2026**		**166261 KISCH, DAVID**							
		250.00	NRMP ESCROW 14205 FLAGSTONE TR		517880	20260527	4900.2420		NRMP FIN GUAR-DEVELOPER DEP	PHYSICAL IMPROV ESCROW BAL SHT
		250.00								
329456	**7/1/2026**		**166263 KOKKU, PRINCETON**							
		2,265.00	NRMP ESCROW 13696 DUNBAR WAY		517881	20260616	4900.2420		NRMP FIN GUAR-DEVELOPER DEP	PHYSICAL IMPROV ESCROW BAL SHT
		2,265.00								
329457	**7/1/2026**		**140317 LANDSCAPE STRUCTURES**							
		907,986.00	RWD PLAY EQUIP FINAL PAY		517882	INV179908	2360.6735	PR230006	CAPITAL OUTLAY-OTHER IMPROVEME	REDWOOD PARK
		907,986.00								
329458	**7/1/2026**		**166247 LATZKE, AMBER**							
		58.01	LATZKE MILEAGE - MAY 2026		517522	20260528	2012.6277		MILEAGE/AUTO ALLOWANCE	CABLE TV JOINT POWERS
		58.01								
329459	**7/1/2026**		**101616 LMC INSURANCE TRUST**							
		3,732.22	CLAIM GL522900		517889	10546	7205.6399		OTHER CHARGES	INSURANCE CLAIMS
		650.10	WC DED PRZYBYLSKI J JUNE 2026		517888	26272	7205.6315		WORKERS COMP-DEDUCTIBLE	INSURANCE CLAIMS
		675.24	WC DED MILLER J JUNE 2026		517894	26325	7205.6315		WORKERS COMP-DEDUCTIBLE	INSURANCE CLAIMS
		877.98	WC DED BUECKSLER J JUNE 2026		517887	26347	7205.6315		WORKERS COMP-DEDUCTIBLE	INSURANCE CLAIMS
		5,935.54								
329460	**7/1/2026**		**100309 MENARDS**							
		6.58	WTP LAB SUPPLIES		517534	12797	5325.6229		GENERAL SUPPLIES	WATER TREATMENT FCLTY MNTC/RPR
		40.45	PARTS FOR PFAS PILOT STUDY		517534	12797	5325.6215	2025153W	EQUIPMENT-PARTS	WATER TREATMENT FCLTY MNTC/RPR
		85.36	WTP HVAC		517533	12807	5325.6265		REPAIRS-EQUIPMENT	WATER TREATMENT FCLTY MNTC/RPR
		199.99	PRESSURE WASHER		517531	12954	1940.6211		SMALL TOOLS & EQUIPMENT	SPLASH VALLEY WATER PARK
		107.78	SUPPLIES VAC PLAYGROUND PROG		517532	13319	1845.6229		GENERAL SUPPLIES	REC SELF SUPPORT PROG GENERAL
		26.85	PICKLEBALL WINDSCREEN TIES		517528	13338	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		8.69	JCRPE REPAIR		517527	13351	1715.6229		GENERAL SUPPLIES	PARK ATHLETIC FIELD MAINTENANC
		16.99	FARQUAR BATHROOM REPAIR		517529	13354	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE
		18.32	WINDSCREEN SUPPLIES		517530	13387	1720.6229		GENERAL SUPPLIES	PARK GROUNDS MAINTENANCE
		19.90	ZIP TIES PICKLEBALL		517526	13403	1730.6229		GENERAL SUPPLIES	PARK BUILDING MAINTENANCE

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329460	**7/1/2026**		**100309 MENARDS**						**Continued...**	
		153.72	CLEANING SUPPLIES.		517525	13424	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		5.98	PROPANE CYLINDER FOR TORCH		517535	13584	1330.6229		GENERAL SUPPLIES	FIRE OPERATIONS
		87.53	PRESSURE WASHING BOOSTER AND W		517899	13655	5320.6229		GENERAL SUPPLIES	WATER WELL/BOOSTER STN MNT/RPR
		35.44	BROOM AND HOOKS.		517900	13992	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		124.12	CLEANING SUPPLIES		517901	14040	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		128.98	CLEANING SUPPLIES/MICROWAVE		517901	14040	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		59.00-	MICROWAVE		517902	14041	1930.6229		GENERAL SUPPLIES	REDWOOD CC
		59.00	MICROWAVE		517903	14042	1940.6229		GENERAL SUPPLIES	SPLASH VALLEY WATER PARK
		1,066.68								
329461	**7/1/2026**		**128699 MES SERVICE COMPANY LLC**							
		126.32	1/4 ZIP JOP SHIRT (2)		517537	IN2522319	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		181.02	FF TURNOUT GEAR BELT		517536	IN2530812	1330.6281		UNIFORM/CLOTHING ALLOWANCE	FIRE OPERATIONS
		307.34								
329462	**7/1/2026**		**164913 METLIFE**							
		355.25	STD JUNE		517784	20260601	1020.6235		CONSULTANT SERVICES	HUMAN RESOURCES
		705.91	VISION JUNE		517784	20260601	9000.2122		ACCRUED BENEFIT LIABILITY-PFML	PAYROLL CLEARING BAL SHEET
		5,834.23	MN PAID FAMILY LEAVE JUNE		517784	20260601	9000.2122		ACCRUED BENEFIT LIABILITY-PFML	PAYROLL CLEARING BAL SHEET
		11,892.85	MN PAID MEDICAL LEAVE JUNE		517784	20260601	9000.2122		ACCRUED BENEFIT LIABILITY-PFML	PAYROLL CLEARING BAL SHEET
		18,788.24								
329463	**7/1/2026**		**100773 MID-AMERICA BUSINESS SYSTEMS**							
		1,866.50	LECTRIEVER REPAIR		517905	20260325	1100.6249		OTHER CONTRACTUAL SERVICES	DEV MANAGEMENT
		1,866.50								
329464	**7/1/2026**		**138777 MIDWEST MACHINERY CO**							
		22.98	PARTS - DRAIN VALVE		517539	10935360	1630.6215		EQUIPMENT-PARTS	STREET EQUIPMENT MAINTENANCE
		99.09	PARTS - MOWER BLADES #704		517538	10935377	1540.6215		EQUIPMENT-PARTS	CMF BUILDINGS & GROUNDS MNTC
		122.07								
329465	**7/1/2026**		**139959 MINNESOTA BRASS**							
		2,400.00	2026 FREEDOM DAYS PARADE		517799	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		2,400.00								
329466	**7/1/2026**		**100693 MN FIRE SERVICE CERTIFICATION**							
		131.00	INSTR I CERT-WATERMAN-ROCHESTE		517543	15775	1310.6276		SCHOOLS/CONFERENCES/EXP OTHERFIRE TRAINING	
		131.00								
329467	**7/1/2026**		**155164 MN OCCUPATIONAL HEALTH**							

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329467	**7/1/2026**		**155164 MN OCCUPATIONAL HEALTH**							
		76.00	RANDOM DRUG TESTING		517540	525356A	1710.6249		OTHER CONTRACTUAL SERVICES	PARK MAINTENANCE MANAGEMENT
		487.00	PRE EMPLOYMENT SCREENING		517906	525356B	1210.6235		CONSULTANT SERVICES	POLICE FIELD OPERATIONS/PATROL
		563.00								
329468	**7/1/2026**		**122261 NORTH CENTRAL AMBULANCE**							
		5,876.80	4987 TRUCK MODIFICATIONS		517801	47050	7405.1750.240	2025172G	TRANSPOR EQUIPMNT-20 YRS	VERF-FIRE BAL SHEET
		5,876.80								
329469	**7/1/2026**		**127905 OFFICE OF MN.IT SERVICES**							
		303.45	LANGUAGE LINE		517908	W26050608	1200.6237		TELEPHONE/PAGERS	POLICE MANAGEMENT
		303.45								
329470	**7/1/2026**		**158301 PEQUIN, CHRISTOPHER**							
		210.00	PASSED ICC EXAM-REIMBURSEMENT		517917	20260618	1400.6280		DUES & SUBSCRIPTIONS	INSPECTIONS MANAGEMENT
		210.00								
329471	**7/1/2026**		**100751 PHILLIPS WINE & SPIRITS INC**							
		947.00	LIQ#1	00000106	517704	5187387	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		14.52	FREIGHT#1	00000106	517705	5187387	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		1,803.60	WINE#1	00000106	517738	5187388	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		55.44	FREIGHT#1	00000106	517739	5187388	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		353.10	TAX#1	00000106	517706	5187389	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		5.28	FREIGHT#1	00000106	517707	5187389	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		80.40	LIQ#2	00000106	517717	5187992	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		1.32	FREIGHT#2	00000106	517718	5187992	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,374.54	WINE#2	00000106	517744	5187993	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		30.36	FREIGHT#2	00000106	517745	5187993	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		462.85	LIQ#3	00000106	517726	5187994	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		6.60	FREIGHT#3	00000106	517727	5187994	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		2,233.80	WINE#3	00000106	517753	5187995	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		40.92	FREIGHT#3	00000106	517754	5187995	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		28.05	TAX#3	00000106	517728	5187996	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		1.32	FREIGHT#3	00000106	517729	5187996	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		83.00	RED BULL		517910	5188120	2270.6421		GOLF-NON ALCOHOLIC BEVERAGES	GOLF FOOD & BEVERAGE
		1,301.16	PHILLIPS LIQUOR		517910	5188120	2270.6429		GOLF-LIQUOR	GOLF FOOD & BEVERAGE
		975.90	PHILLIPS LIQUOR		517911	5188936	2270.6429		GOLF-LIQUOR	GOLF FOOD & BEVERAGE
		434.10	LIQ#1	00000106	517708	5191249	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		10.56	FREIGHT#1	00000106	517709	5191249	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		788.48	WINE#1	00000106	517740	5191250	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		23.76	FREIGHT#1	00000106	517741	5191250	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES

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329471	**7/1/2026**		**100751 PHILLIPS WINE & SPIRITS INC**						**Continued...**	
		88.00	TAX#1	00000106	517710	5191251	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		142.50	NTAX#1	00000106	517711	5191251	5015.6545		NON-TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		2.64	FREIGHT#1	00000106	517712	5191251	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		218.04	LIQ#2	00000106	517720	5191864	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		5.28	FREIGHT#2	00000106	517721	5191864	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		232.15	WINE#2	00000106	517747	5191865	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		3.96	FREIGHT#2	00000106	517748	5191865	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		88.00	TAX#2	00000106	517722	5191866	5055.6540		TAXABLE MISC FOR RESALE	LIQUOR #2 STOCK PURCHASES
		1.32	FREIGHT#2	00000106	517723	5191866	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		713.64	LIQ#3	00000106	517730	5191867	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		9.24	FREIGHT#3	00000106	517731	5191867	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		1,582.47	WINE#3	00000106	517755	5191868	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		59.40	FREIGHT#3	00000106	517756	5191868	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		383.55	TAX#3	00000106	517732	5191869	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		5.50	FREIGHT#3	00000106	517733	5191869	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		398.00	LIQ#1	00000106	517713	5195041	5015.6510		LIQUOR	LIQUOR #1 STOCK PURCHASES
		7.92	FREIGHT#1	00000106	517714	5195041	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		552.26	WINE#1	00000106	517742	5195042	5015.6520		WINE	LIQUOR #1 STOCK PURCHASES
		19.80	FREIGHT#1	00000106	517743	5195042	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		444.55	TAX#1	00000106	517715	5195043	5015.6540		TAXABLE MISC FOR RESALE	LIQUOR #1 STOCK PURCHASES
		10.56	FREIGHT#1	00000106	517716	5195043	5015.6550		FREIGHT ON RESALE MDSE	LIQUOR #1 STOCK PURCHASES
		454.50	LIQ#3	00000106	517734	5195044	5085.6510		LIQUOR	LIQUOR #3 STOCK PURCHASES
		5.28	FREIGHT#3	00000106	517735	5195044	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		257.25	WINE#3	00000106	517757	5195045	5085.6520		WINE	LIQUOR #3 STOCK PURCHASES
		6.60	FREIGHT#3	00000106	517758	5195045	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		112.00	TAX#3	00000106	517736	5195046	5085.6540		TAXABLE MISC FOR RESALE	LIQUOR #3 STOCK PURCHASES
		2.64	FREIGHT#3	00000106	517737	5195046	5085.6550		FREIGHT ON RESALE MDSE	LIQUOR #3 STOCK PURCHASES
		128.00	WINE#2	00000106	517751	5195688	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		1.32	FREIGHT#2	00000106	517752	5195688	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		336.50	LIQ#2	00000106	517724	5195689	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		5.28	FREIGHT#2	00000106	517725	5195689	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		1,293.15	WINE#2	00000106	517749	5195690	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		40.92	FREIGHT#2	00000106	517750	5195690	5055.6550		FREIGHT ON RESALE MDSE	LIQUOR #2 STOCK PURCHASES
		40.83-	CMLIQ#2	00000106	517719	579822	5055.6510		LIQUOR	LIQUOR #2 STOCK PURCHASES
		7.30-	CMWINE#2	00000106	517746	579824	5055.6520		WINE	LIQUOR #2 STOCK PURCHASES
		18,620.15								
329472	**7/1/2026**		**166209 PRG COLF INC**							
		607.79	BALL MARKERS		517912	25938	2260.6418		GOLF-PRO SHOP OTHER	GOLF PRO SHOP MERCH SALES
		607.79								

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329472	**7/1/2026**		**166209 PRG COLF INC**						**Continued...**	
329473	**7/1/2026**		**119316 RON KASSA CONSTRUCTION INC**							
		6,729.80	CONCRETE REMOVAL - PAY 1		517916	20260617	1610.6249	2026122G	OTHER CONTRACTUAL SERVICES	STREET/BOULEVARD REPAIR & MNTC
		6,729.80								
329474	**7/1/2026**		**137580 ROYAL ORDER OF KLONDIKE KATE**							
		500.00	2026 FREEDOM DAYS PARADE		517794	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		500.00								
329475	**7/1/2026**		**153772 SAINTS MARCHING BAND**							
		2,000.00	2026 FREEDOM DAYS PARADE		517793	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		2,000.00								
329476	**7/1/2026**		**165747 THE CREW FACILITY MAINTENANCE**							
		1,626.91	CH SKYLIGHT INFILL-PAY 1		517933	20260505	4002.6810	2024148G	CONSTRUCTION IN PROGRESS	MUNICIPAL BUILDINGS
		867.93	CH SKYLIGHT INFILL-PAY 2		517918	20260615	4002.6810	2024148G	CONSTRUCTION IN PROGRESS	MUNICIPAL BUILDINGS
		2,494.84								
329477	**7/1/2026**		**155945 THE FIRE GROUP**							
		546.00	FIRE EXTINGUISHER RECHARGE(19)		517919	28340	1340.6265		REPAIRS-EQUIPMENT	FIRE BLDG & GROUNDS MNTC
		546.00								
329478	**7/1/2026**		**157346 TIN CUP STEEL BAND**							
		1,600.00	2026 FREEDOM DAYS PARADE		517795	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		1,600.00								
329479	**7/1/2026**		**129556 T-MOBILE USA**							
		115.00	WARRANT INVS. 26001720		517546	L2606100169	1200.6235		CONSULTANT SERVICES	POLICE MANAGEMENT
		115.00								
329480	**7/1/2026**		**110884 TRANE U.S. INC.**							
		1,578.36	REPAIR OF THE HVAC ROOFTOP WTP		517920	990526853	5325.6266		REPAIRS-BUILDING	WATER TREATMENT FCLTY MNTC/RPR
		1,578.36								
329481	**7/1/2026**		**164662 VAN WALL EQUIPMENT INC**							
		15,672.72	GREENS ROLLER		517923	6928358	7447.6740		CAPITAL OUTLAY-MACH/EQ/OTHER	VERF-VALLEYWOOD GOLF
		15,672.72								
329482	**7/1/2026**		**103190 W W GOETSCH ASSOC INC**							
		1,678.29	CHLORINE PUMP.		517924	116605	1940.6265		REPAIRS-EQUIPMENT	SPLASH VALLEY WATER PARK

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
329482	**7/1/2026**		**103190 W W GOETSCH ASSOC INC**						**Continued...**	
		1,678.29								
329483	**7/1/2026**		**100363 XCEL ENERGY**							
		75.65	SL ELECTRIC JCRR NORTH CR 42 J		517928	5100130856011JUN26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		9.68	ROUNDABOUT SPKLR JCRR & 159TH		517930	5100139897905JUN26	1610.6255		UTILITIES-ELECTRIC	STREET/BOULEVARD REPAIR & MNTC
		110.70	SL ELECTRIC 147TH & JCR JUN		517927	5104562347JUN26	5805.6545		NON-TAXABLE MISC FOR RESALE	STREET LIGHT UTILITY FUND
		253.85	POL GUN RANGE ELECTRIC JUN		517929	5158758142JUN26	1255.6255		UTILITIES-ELECTRIC	POLICE GUN RANGE
		449.88								
329484	**7/1/2026**		**137628 ZUHRAH FUNSTERS**							
		950.00	2026 FREEDOM DAYS PARADE		517787	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		950.00								
329485	**7/1/2026**		**157344 ZUHRAH MARINERS**							
		1,000.00	2026 FREEDOM DAYS PARADE		517790	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		1,000.00								
329486	**7/1/2026**		**139953 ZUHRAH PIPES & DRUMS**							
		1,500.00	2026 FREEDOM DAYS PARADE		517796	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		1,500.00								
329487	**7/1/2026**		**137584 ZUHRAH SHRINE BAND**							
		800.00	2026 FREEDOM DAYS PARADE		517786	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		800.00								
329488	**7/1/2026**		**137581 ZUHRAH SHRINE COBRA CORPS**							
		1,200.00	2026 FREEDOM DAYS PARADE		517792	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		1,200.00								
329489	**7/1/2026**		**144448 ZUHRAH SHRINE HORSEMAN**							
		2,000.00	2026 FREEDOM DAYS PARADE		517789	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		2,000.00								
329490	**7/1/2026**		**137579 ZUHRAH SHRINE LEGION OF HONOR**							
		900.00	2026 FREEDOM DAYS PARADE		517788	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		900.00								
329491	**7/1/2026**		**137583 ZUHRAH STEEL DRUM BAND**							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
329491	**7/1/2026**		**137583 ZUHRAH STEEL DRUM BAND**						**Continued...**	
		800.00	2026 FREEDOM DAYS PARADE		517798	20260623	1700.6399		OTHER CHARGES	PARK & RECREATION MANAGEMENT
		800.00								
		3,685,610.05	Grand Total							

Payment Instrument Totals

Checks	1,492,771.47
A/P ACH Payment	2,192,838.58
Total Payments	3,685,610.05

DMP 7/1/26

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

6/26/2026 - 7/2/2026

Company		Amount
01000	GENERAL FUND	285,504.50
02010	CABLE TV RESERVE FUND	150.43
02025	ROAD ESCROW FUND	60,142.39
02090	PARTNERS IN EDUCATION	782.00
02200	VALLEYWOOD GOLF FUND	8,178.73
02300	PARKS REFERENDUM FUND	2,048,444.90
04000	MUNICIPAL BUILDING FUND	2,494.84
04900	PHYSICAL IMPROVEMENTS ESCROW F	2,515.00
05000	LIQUOR FUND	217,051.13
05200	ARENA FUND	13,447.24
05300	WATER & SEWER FUND	620,193.47
05500	STORM DRAINAGE UTILITY FUND	377,789.16
05800	STREET LIGHT UTIL FUND	1,543.21
07200	RISK MANAGEMENT/INSURANCE FUND	7,390.54
07405	VERF-FIRE	5,876.80
07445	VERF-VALLEYWOOD GOLF	15,672.72
09000	PAYROLL CLEARING FUND	18,432.99
	Report Totals	3,685,610.05

CL 7/1/26

DMP 7/1/26

ITEM:	4.M.
MEETING DATE:	July 23, 2026
SECTION:	Consent Agenda

Description:	
Approve Personnel Report	
Staff Contact: Jamie Haefner, Human Resources Manager	**Department / Division:** 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

PERSONNEL REPORT
July 23, 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)
Oliver	Castin	Hire	Lifeguard I	Casual, Seasonal	1940	$ 17.40	Hourly	C-05	8/1/2026
Kathryn	Frutiger	Hire	Facility Attendant	Casual, Seasonal	1930	$ 14.30	Hourly	C-01	7/7/2026
Claire	Hendrikson	Hire	Facility Attendant	Casual, Seasonal	1940	$ 14.30	Hourly	C-01	7/15/2026
Aunika	Lewis	Hire	Facility Attendant	Casual, Seasonal	1940	$ 14.30	Hourly	C-01	7/15/2026
Zachary	Lund	Hire	Police Officer	Full-Time, Regular	1200	$ 7,731.00	Monthly	U-P	8/3/2026
Anthony	Moore	Hire	Lifeguard I	Casual, Seasonal	1940	$ 17.40	Hourly	C-05	8/1/2026
Jeffrey	Rostberg	Hire	Maintenance Worker II	Full-Time, Regular	1710	$ 36.45	Hourly	UM2	7/24/2026
Kory	Weide	Hire	Police Officer	Full-Time, Regular	1200	$ 9,798.53	Monthly	U-P	8/3/2026

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: July 23, 2026
SECTION: Regular Agenda

Description:	
Receive Minnesota Recreation and Park Association Award of Excellence for Hayes Youth Athletic Complex	
Staff Contact: Eric Carlson, Parks and Recreation Director	**Department / Division:** Parks and Recreation

Action Requested:

Receive Minnesota Recreation and Park Association Award of Excellence for Hayes Youth Athletic Complex

Summary:

The City of Apple Valley has been selected by the Minnesota Recreation and Park Association (MRPA) Awards Committee to receive an MRPA Award of Excellence for the Hayes Youth Athletic Complex.

The project was made possible through the City's 2023 Parks Bond Referendum and reflects a strong commitment to community collaboration. Throughout the planning and design process, Parks and Recreation staff worked closely with residents, the Valley Athletic Association (VAA), the Eastview Athletic Association (EVAA), and Independent School District 196 to reimagine the Hayes Park property. The project also involved close coordination between the City, which owns Hayes Park, and ISD 196, which owns the adjacent Westview Elementary School property.

The Award of Excellence recognizes the project's outstanding public engagement process, innovative design, and exceptional partnership between the City of Apple Valley and ISD 196. Together, these collaborative efforts have created a premier youth athletic complex that will serve the community for generations to come.

Key City of Apple Valley staff involved in the project include:

- Nick Thompson - Recreation Supervisor
- Steve Rother - Parks Maintenance Superintendent
- Dain Brenno - Parks Maintenance Supervisor
- Jason Reiner - Parks Maintenance Foreman
- Brian Christianson - Recreation Facilities Manager
- Nate Rosa - Recreation Superintendent
- Kayla Hechsel - Parks & Recreation Administrative Coordinator
- Eric Carlson - Parks & Recreation Director

Key ISD 196 staff involved in the project include:

- Christopher Onyango-Robshaw - Director of Finance and Operations
- Sam Firpo - Coordinator of Facilities
- Heather Nosan - Facilties and Grounds Manager
- Cory Hanson - AVHS Athletic Director
- Matt Percival - EVHS Athletic Director

Mitchell Czech from the City of Shorewood will be presenting the award on behalf of the MRPA.

Background:

One of the signature projects of the 2023 Parks Bond Referendum is Project 2024-188, Youth Baseball/Softball Complex Construction. The City of Apple Valley partnered with ISD 196 to develop a new youth baseball/softball complex. This facility is located on land owned by ISD 196 (Westview Elementary) and the City of Apple Valley (Hayes Park). To guide the project, ISD 196 and City staff have collaborated on a Joint Powers Agreement (JPA) outlining the terms for construction, maintenance, and use of the complex. Highlights of the JPA are as follows:

- ISD 196 provided the land at no cost to the City.
- The City funded and coordinated all property improvements.
- The City is responsible for ongoing maintenance and future capital investments.
- ISD 196 will have scheduled access to the complex.
- VAA, EVAA, and city programs will have scheduled access to the complex.
- ISD 196 retains ownership rights and may sell their property, with the City having the first right of refusal.

The new complex includes the following features:

- Four new fields arranged in a wheel formation, with upgraded backstops, dugouts, and fencing
- Irrigated natural turf for enhanced playability
- Athletic field lighting
- Expanded parking to accommodate visitors
- Paved trails for accessibility and connectivity
- Stormwater retention basins to support drainage and sustainability
- Multi-purpose irrigated fields surrounding the complex, which will be suitable for football, soccer, and lacrosse

This investment in youth athletics provides enhanced recreational opportunities for the community, supporting baseball, softball, and other field sports while ensuring a sustainable, well-maintained facility for years to come.

Budget Impact:

N/A

Attachments:

None

ITEM:	5.B.
MEETING DATE:	July 23, 2026
SECTION:	Regular Agenda

Description:

Planned Development No. 703 Ground Sign Text Amendment

1. Pass Ordinance amending Article 28, Planned Development No. 703 to allow additional ground signage in Zone 6 under specific conditions (Recommend waiving second reading)

Staff Contact:	**Department / Division:**
Sydnee Stroeing, Planner	Community Development

Action Requested:

Pass Ordinance amending Article 28, Planned Development No. 703 to allow additional ground signage in Zone 6 under specific conditions (Recommend waiving second reading)

Summary:

PHS Apple Valley Senior Housing, Inc. has requested a zoning text amendment to Planned Development No. 703 (PD-703) to allow an additional ground sign for continuum of care retirement communities in Zone 6. The applicant, Presbyterian Homes and Services (PHS), owns Orchard Path Senior Living Community at 5400 157th Street West and 15971 Cobblestone Lake Parkway South. The applicant proposes installing a second ground sign at the entrance of the new addition of their facility accessed from Cobblestone Lake Parkway South. The Zoning Code allows one ground sign per property for multifamily uses. The applicant is requesting an amendment to the signage provisions in PD-703 to allow one additional ground sign for their facility due to specific site conditions. Staff has drafted an ordinance that would allow two ground signs for lots in Zone 6 when specific conditions are met.

Staff is supportive of the amendment due to the specific conditions of the property and facility. The site is a large corner lot with access to multiple streets, has two addresses, and there is limited connectivity between the main building and the new addition. Allowing a second ground sign will improve wayfinding and reduce confusion when accessing the new addition to the facility.

The public hearing for the request was held at the July 1, 2026, Planning Commission meeting. A letter of support from a representative of Presbyterian Homes & Services was received prior to the hearing (attached). There were no other public comments provided at the hearing. The Planning Commission had no comments and recommended approval of the amendment as drafted by a 6-0 vote.

Background:

Orchard Path was originally reviewed and approved by the City Council in 2016 as a three-phase project. The site plan and building permit authorization for the third and final phase was approved by the City Council on November 26, 2024, and construction is underway. The addition has a separate address, 15971 Cobblestone Lake Parkway South, from the remainder of the facility. The new address was required by the Fire Department because the south wing of the building is accessed from Cobblestone Lake Parkway South, while the existing building is accessed at the main entrance at 157th Street West. The applicant states that limited internal connectivity between the existing building and the new addition makes external wayfinding essential for residents, visitors, vendors, mail carriers, and emergency responders.

Signage for this property is subject to Chapter 154 Signage Regulations and the signage provisions included within PD-703. Multifamily uses are allowed one ground sign or one building sign, but not both. Orchard Path has one existing ground sign and no building signage. There are no provisions in Chapter 154 or PD-703 that allow for additional ground signs for multifamily uses. Staff has drafted an ordinance to amend the signage provisions in PD-703 to allow one additional ground sign for lots in Zone 6 when the following conditions are met:

1. The permitted use is an apartment or continuum of care retirement community.
2. The lot must be a corner lot as defined in this chapter.
3. No building signs are on the building. Any existing building signs must be removed prior to installing any ground sign.
4. The ground sign(s) shall meet the requirements as set forth in Chapter 154: Sign Regulations of this Code.
5. The primary building on the lot has two or more separate, distinct street addresses and the ground signs are to serve the separate street addresses of the building.

Budget Impact:

N/A

Attachments:

1. Draft Ordinance
2. Location Map
3. Zoning Map
4. Applicant Narrative
5. Site Plan
6. Aerial of Campus
7. Sign Plans
8. Public Comment
9. Draft PC Minutes

CITY OF APPLE VALLEY
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF APPLE VALLEY, MINNESOTA, AMENDING CHAPTER 155-APPENDIX F, ARTICLE 28 OF THE CITY CODE BY AMENDING SIGNAGE REQUIREMENTS FOR PLANNED DEVELOPMENT NO. 703, ZONE 6.

The City Council of Apple Valley ordains:

Section 1. Chapter 155-Appendix F, Article 28 of the Apple Valley City Code is amended by adding Section A28-6(E)(4) to read as follows:

* * * *

(4) In Zone 6, up to two ground signs may be allowed per lot if the following conditions are met:

(a) The permitted use is an apartment or continuum of care retirement community.

(b) The lot is a corner lot as defined in this chapter.

(c) No building signs are on the building. Any existing building signs must be removed prior to installing any ground sign.

(d) The ground sign(s) shall meet the requirements as set forth in Chapter 154 Sign Regulation of this Code.

(e) The primary building on the lot has two or more separate, distinct street addresses and the ground signs are to serve the separate street addresses of the building.

Section 2. Summary approved. The City Council hereby determines that the text of the summary marked "Official Summary of Ordinance No. _____" a copy of which is attached hereto clearly informs the public of the intent and effect of the ordinance. The City Council further determines that publication of the title and such summary will clearly inform the public of the intent and effect of the ordinance.

Section 3. Filing. A copy of the ordinance shall be filed in the office of the City Clerk. This copy shall be available for inspection by any person during regular office hours.

Section 4. Publication. The City Clerk shall publish the title of this ordinance and the official summary in the official newspaper of the City with notice that a printed copy of the ordinance is available for inspection by any person during regular office hours at the Office of the City Clerk.

DRAFT

Section 5. Effective date. This ordinance shall take effect upon its passage and publication.

PASSED by the City Council this ___ day of _____, 2026.

_____
Clint Hooppaw, Mayor

ATTEST:

_____
Christina M. Scipioni, City Clerk

DRAFT

CITY OF APPLE VALLEY
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF APPLE VALLEY, MINNESOTA, AMENDING CHAPTER 155-APPENDIX F, ARTICLE 28 OF THE CITY CODE BY AMENDING SIGNAGE REQUIREMENTS FOR PLANNED DEVELOPMENT NO. 703, ZONE 6.

The following is the official summary of Ordinance No. ____ passed by the City Council of Apple Valley on _____, 2026:

> Section A28-6(E) of the City Code, governing the sign regulations for Planned Development No.703 is amended by adding a new subsection (4) to allow up to two ground signs in Zone 6 only under specified conditions.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Clerk at the Apple Valley Municipal Center, 7100 147th Street W., Apple Valley, Minnesota 55124.

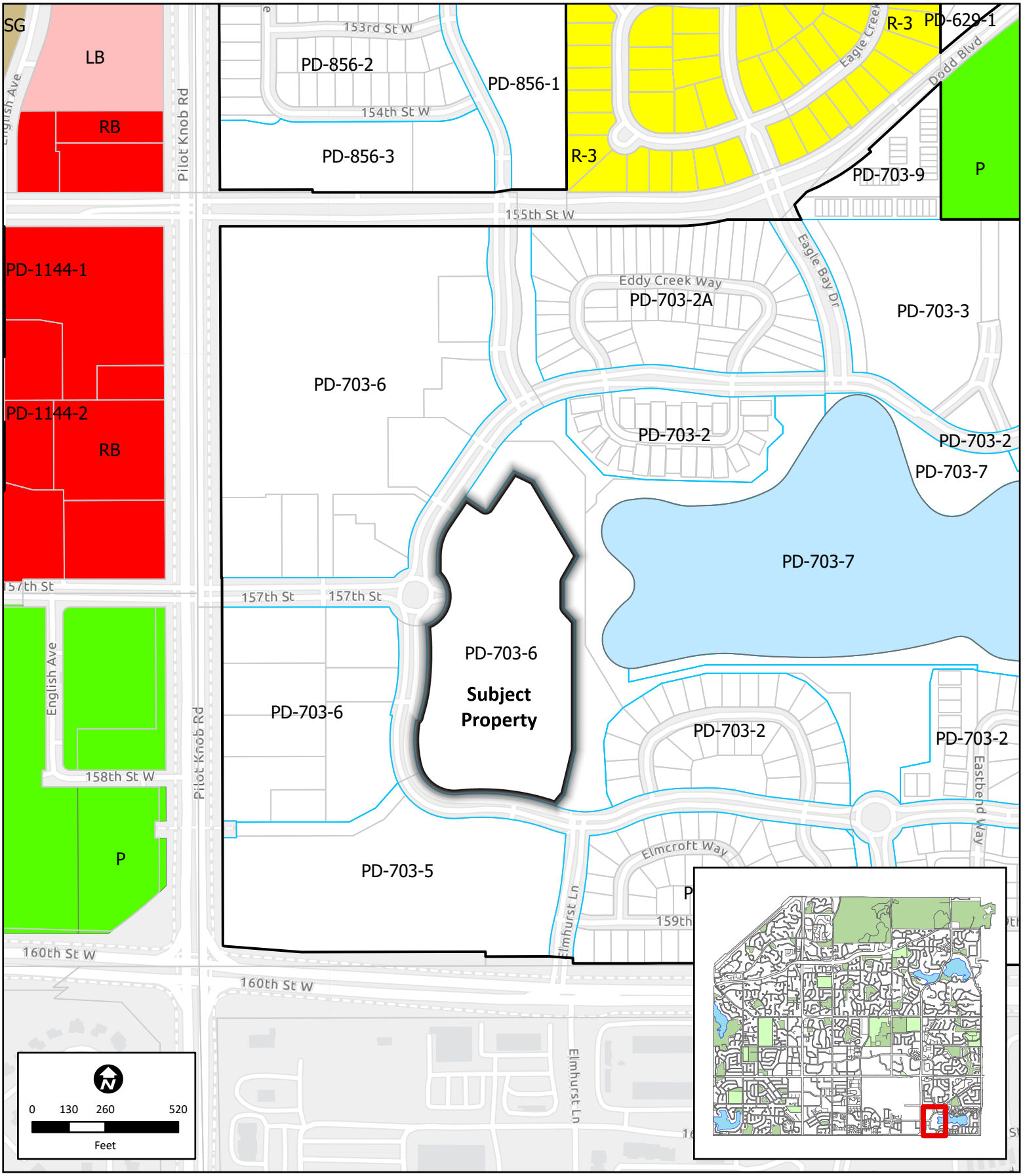
DRAFT



Location Map

5400 157th St W & 15971 Cobblestone Lake Pkwy S

City of Apple Valley



Apple Valley

Zoning Map

5400 157th St W & 15971 Cobblestone Lake Pkwy S

City of Apple Valley

presbyterian
homes & services

May 28th, 2026

Sydnee Stroeing
Associate Planner, City of Apple Valley
7100 147th Street W.
Apple Vally, MN 55124
Sydnee.Stroeing@AppleValleyMN.gov
952-953-2572

RE: NARRATIVE FOR LAND USE APPLICATION FOR MONUMENT SIGN

Applicant:	PHS Apple Valley Senior Housing, Inc.
Owner:	PHS Apple Valley Senior Housing, Inc.
Project Name:	Orchard Path - Phase 3
Project Address:	15971 Cobblestone Lake Parkway South, Apple Valley, MN 55124
Property ID Number:	016335001010
Project Summary:	We are requesting amend PD-703 to add a monument sign for Phase 3. The existing sign at 5400 157th Street West building has a distinctly different address. There is not connectivity between the addresses to allow movement to the other address. This sign is critical for way -finding for residents, family members, guests, deliveries, post office, EMS and other service providers.

Background

Presbyterian Homes and Services Inc. (PHS), is a faith-based non-profit senior housing provider based in St. Paul. PHS provides a broad array of housing choices and service options for including 55+ housing, independent living, assisted living, memory care, skilled nursing care, hospice, home care, primary care physician networks and pharmacy.



The Orchard Path senior living community was approved as a multi-phase master development in 2016. Phase 1 was completed in 2018 followed by phase 2 in 2022. Phase 1 includes a town center which provides connectivity within the campus and includes a community room, club room, library, wellness center, theater, bistro and restaurant style dining. The master plan included an addition of an additional wing on the south end of the

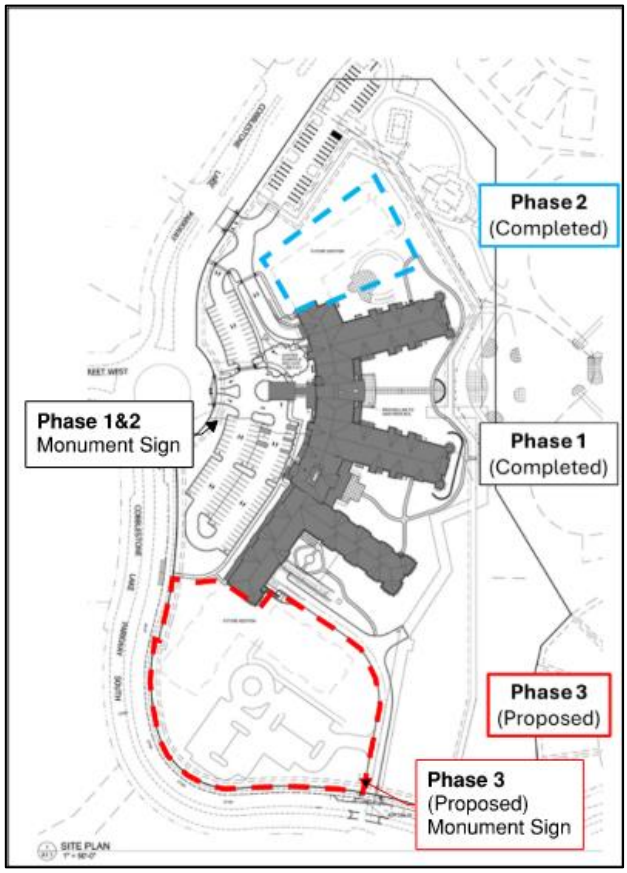
presbyterian homes & services

building to be added to meet market demand. This additional wing of 75 apartments and a community room was approved in 2025 as Phase 3 with a new address and is in construction and will be completed in July 2026.

Phase/Type	Phase 1 (2018)	Phase 2 (2022)	Phase 3 (2026)	Total
Independent Living	115	60	75	**250**
Assisted Living	58	0	0	**58**
Memory Care	20	0	0	**20**
Total	**193**	**60**	**75**	**328**

Project Application Information

Orchard Path has a monument sign for Phase 1 and 2 with the address 5400 157th St West. Phase 3 was assigned a separate address on another street frontage- 15971 Cobblestone Lake Parkway South. This will be confusing so to address way-finding for tenants, deliveries and service personnels, we are proposing an additional monument sign at the entry of Phase 3 with the same format as the existing sign. We appreciate your consideration of this new monument sign to Orchard Path Phase 3. Thank you.



Sincerely,
Presbyterian Homes & Services

T 651-631-6100
F 651-631-6108

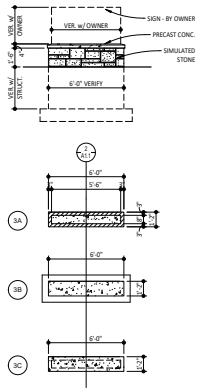
2845 Hamline Avenue North
Roseville, MN 55113

PresHomes.org

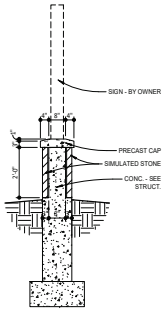
SITE PLAN GENERAL NOTES

A. SITE INFORMATION HAS BEEN TAKEN FROM A SITE SURVEY PREPARED BY SUNDE LAND SURVEYING DATED 05/04/2023. GENERAL CONTRACTOR IS TO VERIFY ALL SITE INFORMATION BEFORE STARTING CONSTRUCTION, AND NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES.

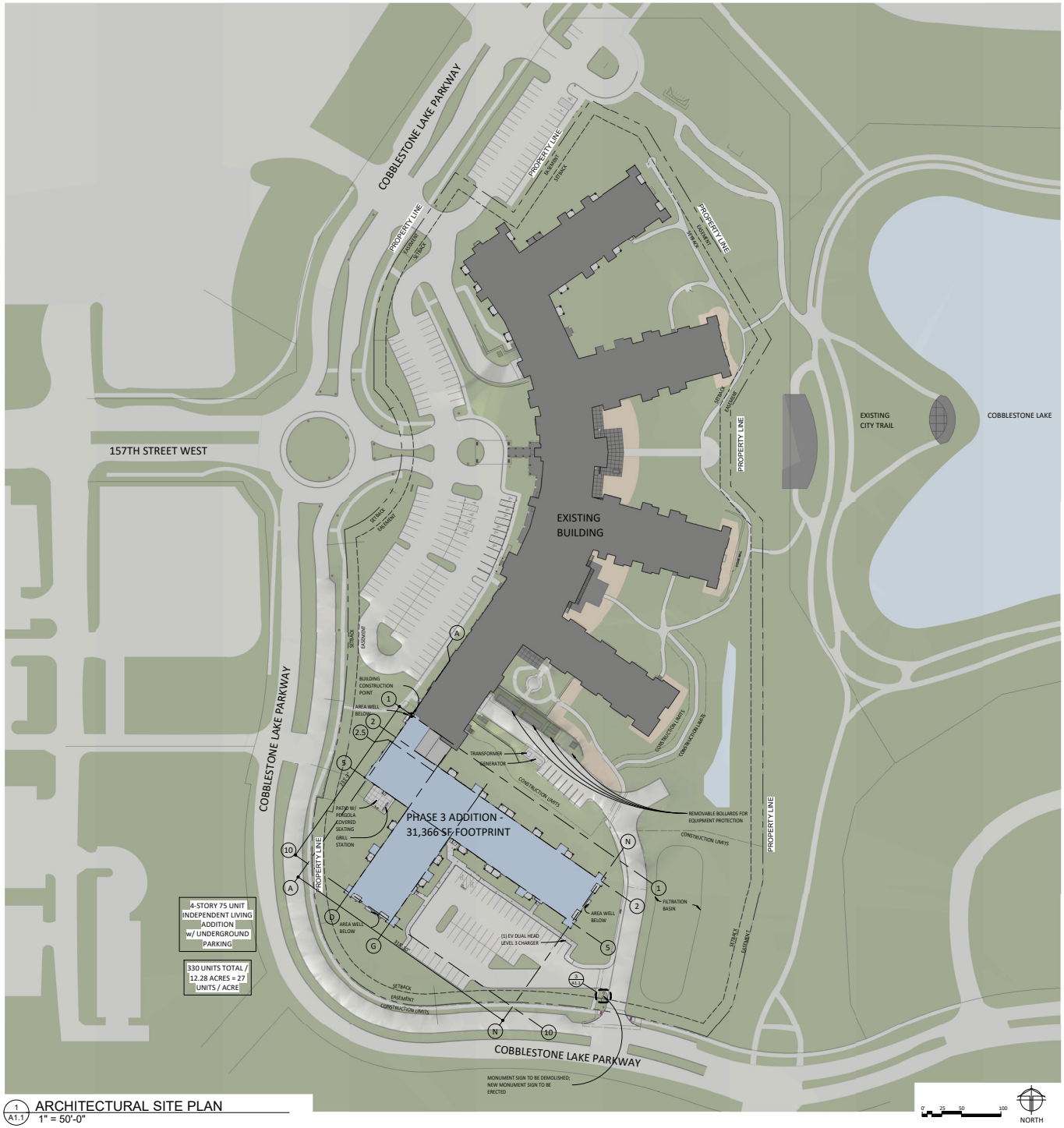
B. REFER TO THE GENERAL NOTES FOR OTHER APPLICABLE INFORMATION.



3 A1.1 MONUMENT SIGN DETAILS
1/4" = 1'-0"



2 A1.1 SIGN DETAIL
1/2" = 1'-0"



1 A1.1 ARCHITECTURAL SITE PLAN
1" = 50'-0"

pope DESIGN GROUP

POPE DESIGN GROUP
767 N. EUSTIS STREET, SUITE 190
ST. PAUL, MINNESOTA 55114
651.642.9200
WWW.POPEDESIGN.COM

presbyterian homes & services

ORCHARD PATH PHASE III

15971 COBBLESTONE LAKE PARKWAY SOUTH
APPLE VALLEY, MINNESOTA

ARCHITECTURAL SITE PLAN

ISSUES & REVISIONS	DATE
DESIGN DEVELOPMENT	12/20/24
PERMIT SET	03/07/25
GMP SET	03/20/25
1PERMIT RESPONSES	04/11/25
2CONST DOCS	04/25/25

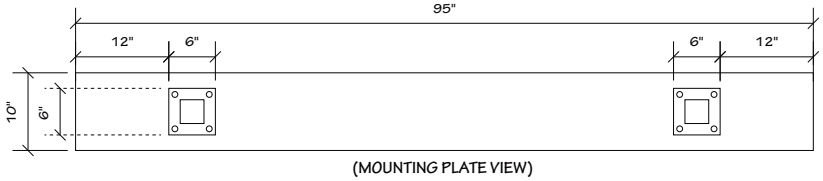
COMMISSION NO: 72535-24157
DRAWN BY: AL
CHECKED BY: AY

SHEET

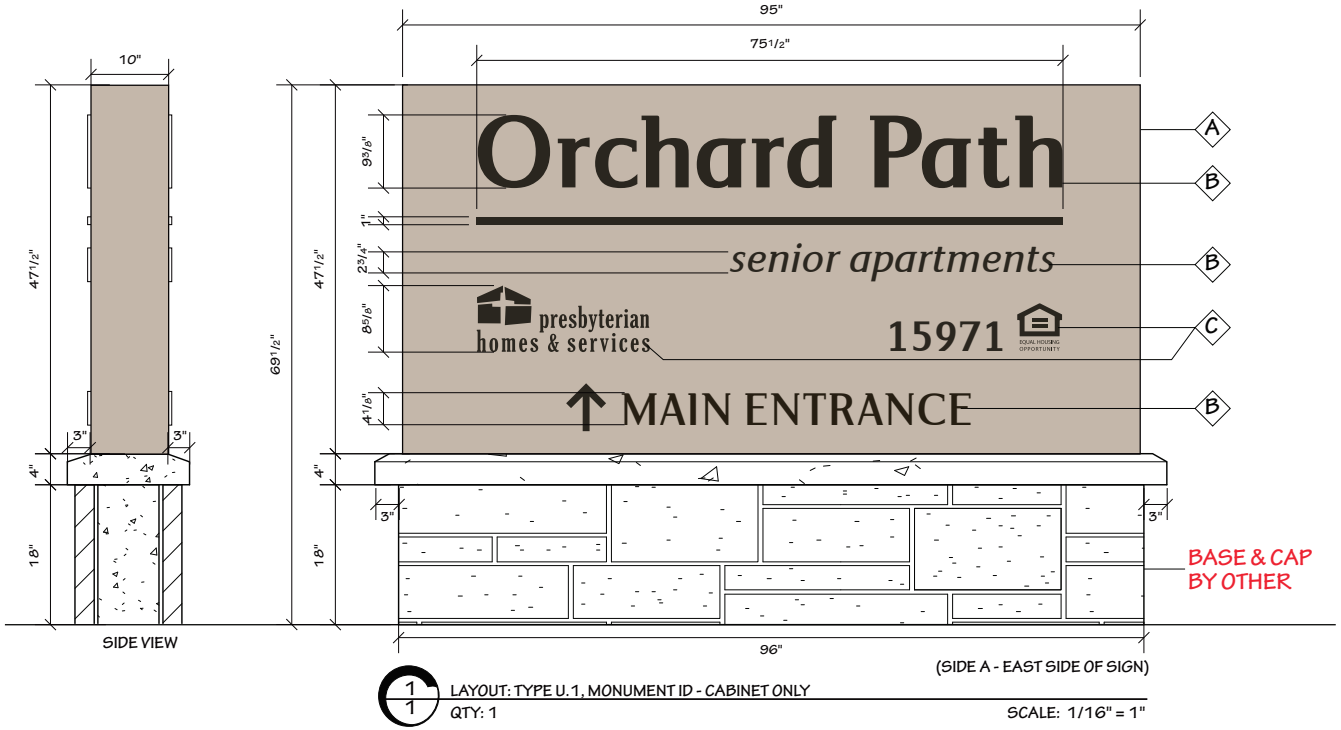
A1.1

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5/16/2025 9:43:35 AM


Monument Sign - Existing
5400 157th Street West
Monument Sign - Proposing
15971 Cobblestone Lake Parkway South



(MOUNTING PLATE VIEW)

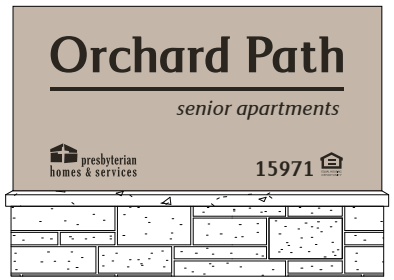


SIDE VIEW

(SIDE A - EAST SIDE OF SIGN)

1/1 LAYOUT: TYPE U.1, MONUMENT ID - CABINET ONLY
QTY: 1

SCALE: 1/16" = 1"



(SIDE B)

TYPE U.1,
MONUMENT ID
(DOUBLE-SIDED)
(INTERNALLY ILLUMINATED)

A — FAB. ALUMINUM CABINET

- FABRICATED 1/8" ALUM. CABINET WITH CHANGEABLE 1/8" ALUM. FACES

-CABINET PAINTED P1 ON ALL SIDES

B — PUSH-THRU GRAPHICS

- 'ORCHARD PATH', 'SENIOR APARTMENTS', 'MAIN ENTRANCE' WITH UP ARROW & HORIZONTAL LINE TO BE ROUTED OUT OF CABINET FACE, BACKED WITH WHITE LEXAN WITH 1/2" ACRYLIC PUSH-THRU GRAPHICS WITH V2 APPLIED TO FACES

C — VINYL GRAPHICS

- PRESBYTERIAN HOMES LOGO, '15971' & EQUAL HOUSING LOGO TO BE FIRST SURFACE APPLIED V1

D — MONUMENT BASE

- BASE & CAP BY OTHER

FONT

- SERUS MEDIUM ITALIC & BLACK

MOUNTING

- DIRECT BOLT TO BASE USING (2) 3" SQUARE VERTICAL TUBES WITH (2) 1/2" ALUMINUM MOUNTING PLATES WITH (4) 3/4" HOLES DRILLED PER PLATE

NOTES

- INTERNALLY ILLUMINATED USING QWIKMOD 2'S FOR WHITE LED LIGHTING

- PHOTOCELL FOR NIGHTTIME ILLUM. ONLY

- ELECTRICAL HOOK-UP BY OTHERS

*CABINET SQ/FT: 31.34 SQ/FT
*OVERALL SQ/FT: 45.85 SQ/FT

*SEE SHEET 2 FOR PROPERTY SITE VIEW

FINISH SCHEDULE:

- P1 PANTONE 7528 C
- V1 DURANODIC (220-69) VINYL
- V2 TRANSLUCENT DURANODIC (230-69) VINYL

asi Signage Innovations™
7624 Boone Ave N #100
Brooklyn Park, MN 55428
PHONE (612) 332-1223
FAX (763) 561-1004

PROJECT NUMBER
63762

DATE
03/12/2026

SALES/DESIGN
KJ / BV

CLIENT
PRESBYTERIAN
HOMES & SERVICES

PROJECT
ORCHARD PATH -
SECONDARY MONUMENT &
POST-PANEL REFACING

JOB ADDRESS
ORCHARD PATH SENIOR APARTMENTS
15971 COBBLESTONE LAKE PARKWAY SOUTH
APPLE VALLEY, MN 55124

REVISION
RV1 03/31/2026 BV
RV2 04/08/2026 BV

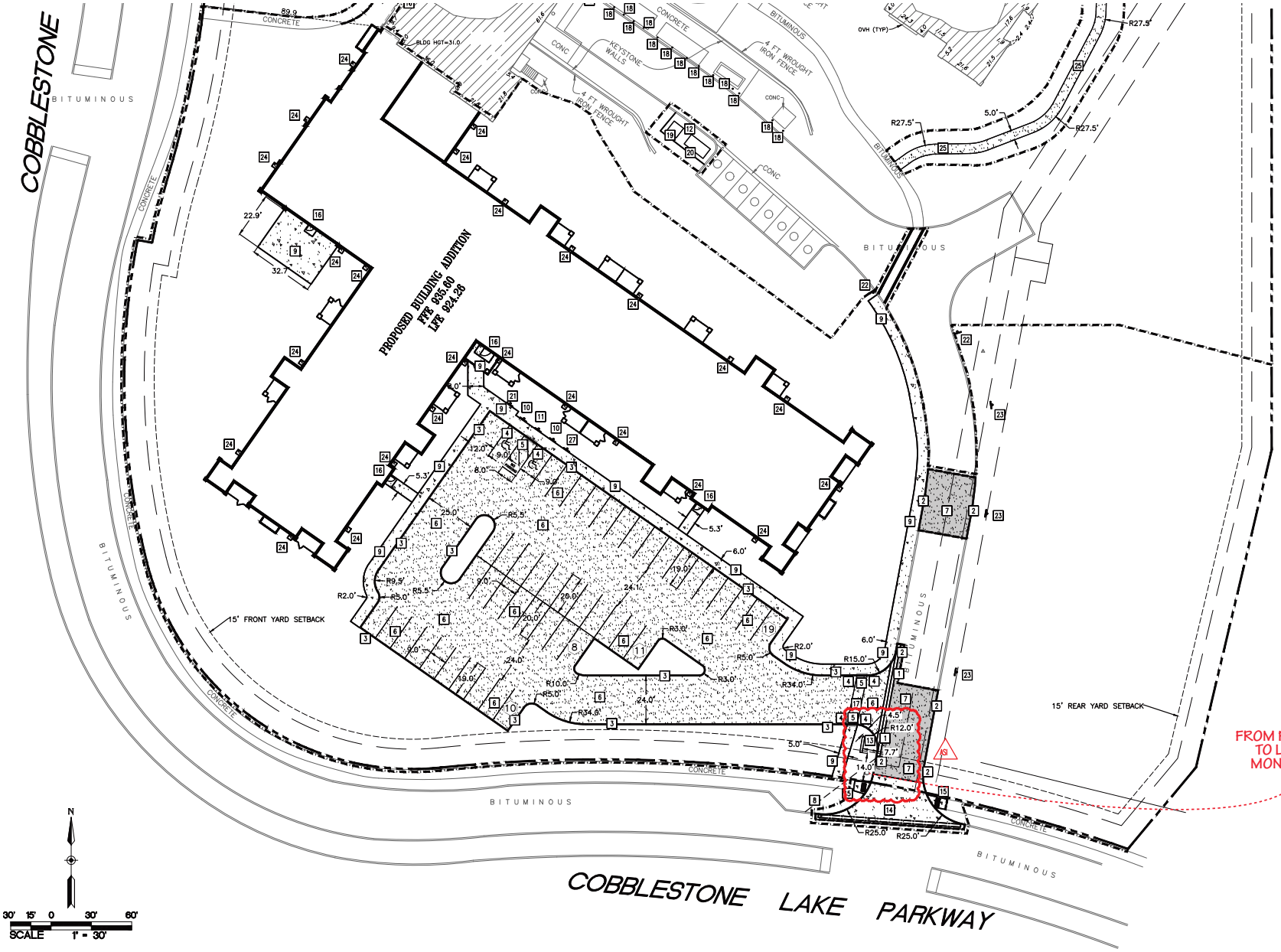
SIGN & DATE HERE IF OK TO BEGIN PRODUCTION

☐ Approved
☐ After Revisions

X _____

Date _____

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Signage Innovations™

7624 Boone Ave N #100
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presbyterian
homes & services

Orchard Path

June 29, 2026

Sydnee Stroeing
City Planner
Apple Valley, MN

Dear Ms. Stoeing,

On behalf of Orchard Path, I am writing to respectfully request an amendment to the approved signage plan for Phase 3 of our senior living community. Specifically, we are requesting approval to install a monument-style sign, similar to the existing monument sign at our main entrance, in place of the previously approved 2' x 4' post-mounted sign.

As we evaluate how residents, families, and visitors will access the new building, it has become clear that a monument sign is necessary to provide clear identification and effective wayfinding for this new entrance. Phase 3 serves as the primary entrance for the new building and is located on a different street than our existing community. Because the two parking lots could not be physically interconnected, anyone who mistakenly enters through the main campus lot must exit back onto the public street to reach the Phase 3 entrance. A larger monument sign will provide clear, highly visible identification before visitors make that turn, helping them arrive at the correct location without unnecessary confusion or additional driving.

This is particularly important for a senior living community. Many of our residents rely on family members, caregivers, transportation providers, delivery services, and healthcare professionals who may be visiting for the first time. Clear, intuitive wayfinding helps reduce stress and frustration for visitors while ensuring residents receive timely visits and services. It also supports emergency responders by providing highly visible identification of the correct entrance.

While the approved post-mounted sign technically identifies the location, it does not provide the visibility or presence appropriate for what is effectively the front door of the new Phase 3. A small post-mounted sign is more commonly associated with secondary or service entrances and does not reflect the importance of this primary access point. By contrast, a monument sign creates a welcoming arrival experience, complements the existing architecture of our campus, and maintains consistency with the quality and character of the development and the surrounding community.

The proposed monument sign would also utilize internal illumination rather than ground-mounted lighting, providing a cleaner appearance while improving visibility during evening hours for residents, families, visitors, and service providers.

Our request is not simply for a larger sign; it is to provide an entrance feature that appropriately serves the unique needs of a senior living community. Clear, visible wayfinding is an important part of creating an accessible, safe, and welcoming environment for older adults and those who support them.

We believe this amendment is consistent with the City's commitment to thoughtful development, public safety, and high-quality design. The monument sign will improve navigation, reduce unnecessary vehicle movements, and provide an attractive entrance feature that is in keeping with the appearance of our existing campus.

We respectfully request your consideration of this amendment and appreciate your time in reviewing our proposal.

Thank you for your consideration.

Sandra Valentine

Sandra Valentine, Campus Administrator

City of Apple Valley
July 1, 2026, Planning Commission Regular Meeting Minutes

Minutes of the regular meeting of the Planning Commission of Apple Valley, Dakota County, Minnesota, held July 1, 2026, at 7:00 p.m., at the Apple Valley Municipal Center.

Present: Kurtz, Scanlan, Schindler, Mahowald, Sandahl, and Prewitt

Absent: Hlas

City staff members present were: Community Development Director Benetti, City Attorney Hills, Planner Stroeing, and Department Assistant Vincent.

4. Public Hearings

A. Text Amendment to Planned Development No. 703 to allow additional ground signage in Zone 6.

Chair Kurtz opened the public hearing.

Planner Stroeing provided a brief presentation.

Chair Kurtz agreed that the request seemed reasonable given the new address assigned for the addition.

The applicant, Pamela Belz, was present for questions.

Commissioner Scanlan asked if all the units were assisted living.

Ms. Belz stated that the new phase will have 75 independent living apartments, which are all fully reserved.

With no further comments, Chair Kurtz closed the public hearing.

Motion: of Scanlan, seconded by Schindler, to recommend approval of an ordinance amending Article 28, Planned Development no. 703 to allow additional ground signage in Zone 6 under specific conditions outlined in the staff report. Ayes - 6 - Nays - 0.

Respectfully submitted,

Breanna Vincent, Department Assistant
Approved by the Apple Valley Planning Commission on July 15, 2026.

Breanna Vincent
_____

DRAFT

ITEM: 7.A.
MEETING DATE: July 23, 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:

Tue./July 21	2 p.m.	Municipal Center	Cemetery Advisory Committee Meeting
Tue./July 21	3:30 p.m.	Crunch Fitness	Ribbon Cutting Ceremony
Wed./July 22	3-5 p.m.	GF Apple Valley Office	Ribbon Cutting Ceremony
~~Thur./July 23~~	~~6 p.m.~~	~~Municipal Center~~	~~Economic Development Authority Meeting~~ CANCELLED
Thur./July 23	7 p.m.	Municipal Center	Regular City Council Meeting*
Fri./July 24	6:30-8:30 p.m.	Bogart's Entertainment Center	AV Arts Foundation Concert Series
Fri./July 31	6:30-8:30 p.m.	Bogart's Entertainment Center	AV Arts Foundation Concert Series
Tue./Aug. 4	5-10 p.m.		Annual Night to Unite
Wed./Aug. 5	9 a.m.	Municipal Center	Firefighters Relief Association Board Meeting
Wed./Aug. 5	7 p.m.	Municipal Center	Planning Commission Meeting
Thur./Aug. 6	4 p.m.	Skyline Social & Games	Ribbon Cutting Ceremony
Thur./Aug. 6	6 p.m.	Municipal Center	Informal Parks & Recreation Advisory Committee Meeting
Thur./Aug. 6	7 p.m.	Municipal Center	Regular Parks & Recreation Advisory Committee Meeting
Fri./Aug. 7	6-8 p.m.	Splash Valley Water Park	AV Arts Foundation Concert Series
Tue./Aug. 11	7 a.m.-8 p.m.		State Primary Election
Thur./Aug. 13	4:30 p.m.	Twin Cities Premium Outlets	Chamber Business After Hours
Thur./Aug.	5:30 p.m.	Municipal Center	Informal City Council Meeting

13			
Thur./Aug. 13	7 p.m.	Municipal Center	Regular City Council Meeting*
Wed./Aug. 19	7 p.m.	Municipal Center	Planning Commission Meeting
Tue./Aug. 25	8 a.m.	Culver's	Chamber Coffee Connection
Thur./Aug. 27	5:30 p.m.	Municipal Center	Special Informal City Council Meeting (Budget Review)
Thur./Aug. 27	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