

REGULAR BOARD MEETING

Administrative Center - Board Room
3000 Xenium Lane North, Plymouth, MN 55441

**Thursday, September 19, 2024
5:00 PM**

AGENDA

1. **OPENING BUSINESS**

- 1A. Call to Order
- 1B. Pledge of Allegiance
- 1C. Roll Call

2. **APPROVAL OF AGENDA**

Board members who wish to delete or add any item(s) to the agenda shall do so at this time.

Superintendent's Recommendation:

MOTION TO APPROVE THE AGENDA OF THE SEPTEMBER 19, 2024, REGULAR BOARD MEETING.

3. **COMMUNICATIONS**

3A. **People Wishing to Address the Board**

Superintendent's Recommendation:
NO ACTION REQUIRED.

3B. **Special Matters: Resolution of Appreciation to John Moriarty**

- ROLL CALL VOTE REQUIRED -

Superintendent's Recommendation:

MOTION TO ADOPT RESOLUTION NO. 24-09; A RESOLUTION OF APPRECIATION TO JOHN MORIARTY UPON HIS RETIREMENT FROM THREE RIVERS PARK DISTRICT.

3C. **Special Matters: Acknowledgement of Donations**

Superintendent's Recommendation:
NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

3D. **Superintendent's Report**

Superintendent's Recommendation:
NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

4. **ROUTINE BUSINESS**

4A. [Hyland Hills Ski Area Snowboard Rental Boot and Binding Purchase](#)

Superintendent's Recommendation:

MOTION TO APPROVE THE PURCHASE OF STEP-IN SNOWBOARD BOOTS AND BINDINGS IN THE AMOUNT OF \$112,000.

4B. [Receive Mississippi Gateway Regional Park Construction Progress Update](#)

Superintendent's Recommendation:

NO ACTION REQUIRED.

4C. [Approve Agreement Amendment with Hennepin County for Construction of a Ravine Stabilization Project at Kingswood Park](#)

Superintendent's Recommendation:

MOTION TO ENTER INTO THE FIRST AMENDMENT TO THE MARCH 25, 2024, PROFESSIONAL SERVICE AGREEMENT WITH HENNEPIN COUNTY FOR CONSTRUCTION OF A RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK.

4D. [Award of Construction Contract for Ravine Stabilization Project at Kingswood Park](#)

Superintendent's Recommendation:

MOTION TO AWARD A CONTRACT FOR THE KINGSWOOD PARK RAVINE STABILIZATION PROJECT TO SUNRAM CONSTRUCTION, INC., IN THE TOTAL BASE BID AMOUNT OF \$155,706.

4E. [West Mississippi River Regional Trail: National Park Service Grant](#)

Superintendent's Recommendation:

MOTION TO ENTER INTO A GRANT AGREEMENT WITH THE NATIONAL PARK SERVICE FOR \$36,000 FOR REGIONAL TRAIL SUPPORT SIGNAGE AND FACILITIES ALONG THE WEST MISSISSIPPI RIVER REGIONAL TRAIL THROUGH THE CITIES OF BROOKLYN CENTER AND BROOKLYN PARK.

4F. [Board Minutes of August 15, 2024](#)

Superintendent's Recommendation:

MOTION TO APPROVE THE MINUTES OF THE AUGUST 15, 2024, REGULAR BOARD MEETING.

4G. [Approval of Claims for the Period Ended September 12, 2024](#)

Superintendent's Recommendation:

MOTION TO APPROVE PAYMENT OF CLAIMS AS RECOMMENDED BY THE SUPERINTENDENT FOR THE PERIOD ENDED SEPTEMBER 12, 2024, IN THE AMOUNT OF \$8,926,586.18.

5. CURRENT BUSINESS

5A. [Winter Maintenance of Regional Trails](#)

Superintendent's Recommendation:

NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

5B. [Approve Elm Creek Park Reserve Acquisition Opportunity and Long-Range Plan Amendment](#)

Superintendent's Recommendation:

MOTION TO ENTER INTO A PURCHASE AGREEMENT IN THE AMOUNT OF \$467,500 FOR THE ACQUISITION OF 12651 ELM CREEK CROSSING IN CHAMPLIN ALONG THE NORTHEAST CORNER OF ELM CREEK PARK RESERVE; TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL; TO ESTABLISH A PROJECT BUDGET OF \$560,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT, AND BETTERMENT FUND; AND TO APPROVE THE ELM CREEK PARK RESERVE PLAN BOUNDARY AMENDMENT TO INCLUDE THIS PROPERTY AND AN ADDITIONAL NINE ACRES OF LAND CURRENTLY OWNED BY THE PARK DISTRICT AND THE CITY OF CHAMPLIN.

5C. [Glen Lake Golf Proposed 2025 Budget](#)

Superintendent's Recommendation:

MOTION TO APPROVE THE 2025 OPERATING BUDGET FOR GLEN LAKE GOLF AND PRACTICE CENTER AND AUTHORIZE THE SUPERINTENDENT TO SUBMIT THE PROPOSED BUDGET TO THE HENNEPIN COUNTY BOARD OF COMMISSIONERS FOR ADOPTION.

5D. [Resolution Approving 2025 Preliminary Tax Levy](#)

- ROLL CALL VOTE REQUIRED -

Superintendent's Recommendation:

MOTION TO ADOPT RESOLUTION NO. 24-10 CERTIFYING THE PROPOSED PROPERTY TAX LEVY AND ADOPTING A PRELIMINARY GENERAL FUND BUDGET FOR 2025.

6. ANNOUNCEMENTS

6A. [Commissioner Announcements/Proposed Future Discussion Topics](#)

Superintendent's Recommendation:

NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

7. ADJOURNMENT

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: COMMUNICATIONS

Item Number: **3A**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: People Wishing to Address the Board

Superintendent's Recommendation:

NO ACTION REQUIRED.

Background:

Any individual wishing to address the Board on subjects which are not part of the meeting agenda may do so at this time. Such items will typically be referred to staff for review, action and/or recommendation for future board action. The public will also be provided an opportunity to address the Board on items which are on the agenda at the appropriate time.

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: COMMUNICATIONS

Item Number: **3B**

Division: Recreation, Education & Natural Resources

Originating Source: Luke Skinner, Associate Superintendent

Agenda Item: Special Matters: Resolution of Appreciation to John Moriarty

Superintendent's Recommendation:

MOTION TO ADOPT RESOLUTION NO. 24-09; A RESOLUTION OF APPRECIATION TO JOHN MORIARTY UPON HIS RETIREMENT FROM THREE RIVERS PARK DISTRICT.

Prepared By: Jami Markle, Director of Natural Resources

Background:

John Moriarty served the Park District for nearly 22 years, starting out as a Wildlife Specialist on July 5, 1989. In 1998, he left the Park District for a Natural Resources Manager position with Ramsey County where he spent 14 years. John followed his heart back to Three Rivers on January 28, 2013, for the Senior Manager of Wildlife position where he resumed the habitat restoration efforts and wildlife program work that he contributed to earlier in his career. John's years of dedicated service to the Park District helped shape the trajectory and scale of our restored and managed natural landscapes, and also helped to train and develop the next cohort of land managers and natural resources stewards at Three Rivers.

Throughout his tenure with the Park District, John applied his extensive knowledge, skills, and experience in wildlife biology, natural history, resource management, habitat restoration, and research and monitoring to improve and protect natural resources for current and future generations. John's last day of work will be September 27, 2024.

The attached Resolution of Appreciation is presented for Board consideration, recognizing John's service to the Park District.

Attachments:

[Resolution of Appreciation to John Moriarty.pdf](#)

THREE RIVERS PARK DISTRICT

RESOLUTION NO. 24-09

A RESOLUTION OF APPRECIATION TO JOHN MORIARTY

UPON HIS RETIREMENT FROM THREE RIVERS PARK DISTRICT

WHEREAS, John Moriarty served Three Rivers Park District for nearly 22 years; and

WHEREAS, his position as Senior Manager of Wildlife, John consistently displayed a high level of dedicated professional service to the Park District; and

WHEREAS, over the course of his career he managed and restored many acres of prairie and wetland habitats, and managed the wildlife species throughout the parks; and

WHEREAS, known for his writing and communication abilities, John could always be relied upon to share his knowledge of natural history, natural resources, and wildlife with park staff and visitors; and

WHEREAS, significant efforts over John's career include the species reintroduction projects for trumpeter swans, bull snakes, hog-nosed snakes, and regal fritillary butterflies; grant-funded restoration of over 1,000 acres of prairie and wetland habitats; wildlife population management, and extensive biological research and monitoring; and

WHEREAS, John's outstanding work significantly contributed to our natural resources based park system, our mission, and ongoing success of the Park District; and

WHEREAS, John's natural resources expertise, knowledge, work ethic, and friendship will be missed at Three Rivers Park District;

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COMMISSIONERS OF THREE RIVERS PARK DISTRICT HEREBY CONVEYS TO JOHN MORIARTY ITS SINCERE THANKS AND APPRECIATION FOR HIS YEARS OF SERVICE AND CONTRIBUTIONS TO THE PARK DISTRICT AND WISHES HIM MANY YEARS OF GOOD HEALTH AND HAPPINESS UPON HIS RETIREMENT THE 27TH DAY OF SEPTEMBER 2024.

Adopted this **19th** day of **September, 2024**.

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: COMMUNICATIONS

Item Number: **3C**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: Special Matters: Acknowledgement of Donations

Superintendent's Recommendation:

NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

Prepared By: Sierra Spicer-Zimmerman, Donor Relations and Volunteer Supervisor

Background:

Commissioners and/or staff are encouraged to report any special matters, awards, recognitions or other acknowledgements at this time.

Acknowledgement of Donations

The Board wishes to acknowledge the following donations to the Park District of \$500 or more made in the past month.

- **Colleen Johnson, New Brighton** - \$500 for Silverwood Park

The Three Rivers Park District Foundation provides ongoing support to the Park District through partnerships and directed donations. In August 2024, the Three Rivers Park District Foundation conveyed \$2,521.34 for various purposes, including:

- **Gilbert Giving Fund** \$1,268 directed to Hyland Lake Park Reserve
- **David Abrams** \$750 directed to Hyland Hills Ski Patrol in memory of Dorothy Abrams

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 1: You Belong Here

Goal 2: Parks Matter

Goal 3: Lead by Example

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: COMMUNICATIONS

Item Number: **3D**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: Superintendent's Report

Superintendent's Recommendation:

NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

Background:

- 2024 Proposed Board Meeting and Study Session Calendar attached.
- Calendar of 2024 Meetings and Events attached.

Update(s):

- 2025 Proposed Board Meeting & Study Session Calendar - Draft 1 (attached)
- NRM Update – Chronolog Photo Monitoring Pilot Project

Attachments:

[2024 Proposed Board Meeting and Study Session Calendar.pdf](#)

[Calendar of 2024 Meetings and Events.pdf](#)

[2025 PROPOSED Board Meeting and Study Session Calendar.pdf](#)

THREE RIVERS PARK DISTRICT

2024 PROPOSED BOARD MEETING AND STUDY SESSION CALENDAR

Unless otherwise noted, Board Meetings and Study Sessions

are held at the Administrative Center – Board Room

(* Designates meetings not held on 1st or 3rd Thursday)

Date	Time	Type of Meeting	Notes
January 4*	5:00 p.m.	Board Meeting	<i>MRPA Annual Mtg. & Awards Luncheon (Jan. 12)</i>
February15	5:00 p.m.	Board Meeting	
March21	5:00 p.m.	Board Meeting	
April18	5:00 p.m.	Board Meeting	<i>Volunteer Service Awards</i>
May16	5:00 p.m.	Board Meeting	
June20	5:00 p.m.	Board Meeting	<i>Special Park Districts Forum at Three Rivers (June 10-13)</i>
July18	5:00 p.m.	Board Meeting	
August15	5:00 p.m.	Board Meeting	
September ...1923*	5:00 p.m. 11:30 a.m.	Board Meeting Joint Board Meeting	<i>MRPA Conference (Sept. 24-27) with Scott County (Doyle-Kennefick Regional Park)</i>
October.....24*	5:00 p.m.	Board Meeting	<i>NRPA Conference (Oct. 8-10) MEA Conference (Oct. 17)</i>
November ... 7*	5:00 p.m. 5:30 p.m.	Board Meeting <i>Public Hearing</i>	<i>2025 General Fund Budget</i>
December19	5:00 p.m.	Board Meeting	<i>Adopt 2025 Budget & Tax Levy</i>

Date	Annual Events	Location
June 10-13, 2024	Special Park Districts Forum (SPDF)	Three Rivers Parks
Sept. 24-27, 2024	MRPA Annual Conference	Mankato, MN
Oct. 8-10, 2024	NRPA Annual Conference	Atlanta, GA

CALENDAR OF EVENTS, PUBLIC MEETINGS, ETC., WITH PARK DISTRICT PARTICIPATION OR INVOLVEMENT		
Thurs., Sept. 19, 2024	5:00 p.m.	Board Meeting at Three Rivers Park District, Administrative Center - Board Room, 3000 Xenium Lane N, Plymouth, MN
Mon., Sept. 23*, 2024	11:30 a.m. 1:00 p.m.	<u>Joint Board Meeting with Scott County Board and Ribbon-Cutting Ceremony</u> - Doyle-Kennefick Regional Park, 4275 235th Street East, Elko New Market, MN 55020
Tues., Sept. 24, 2024 through Fri., Sept. 27, 2024	4 days	<u>Minnesota Recreation and Park Association (MRPA) Annual Conference</u> - Mayo Clinic Health System Event Center, Mankato, MN
Thurs., Oct. 3, 2024	4:00 p.m.	Metropolitan Parks and Open Space Commission, 390 Robert Street North, St. Paul, MN
Tues., Oct. 8, 2024 through Thurs., Oct. 10, 2024	3 Days	<u>National Recreation and Park Association (NRPA) Annual Conference</u> - World Congress Center, Atlanta, GA
Sun., Oct. 13, 2024	10:00 a.m. to 4:00 p.m.	<u>Fall Fest on the Farm</u> - Gale Woods Farm 7210 County Rd 110 W, Minnetrista, MN
Fri., Oct. 18, 2024	1:00 p.m.	<u>Volunteer Forest Tree Planting Ceremony</u> - Hyland Lake Park Reserve (Sumac Knoll Group Camp) 10145 Bush Lake Rd, Bloomington, MN
Thurs., Oct. 24*, 2024	5:00 p.m.	Board Meeting at Three Rivers Park District, Administrative Center - Board Room, 3000 Xenium Lane N, Plymouth, MN
Thurs., Nov. 7*, 2024	4:00 p.m. 5:00 p.m. 5:30 p.m.	Metropolitan Parks and Open Space Commission, 390 Robert Street North, St. Paul, MN Regular Board Meeting and <u>Public Hearing: 2025 General Fund Operating Budget</u> Three Rivers Park District Administrative Center - Board Room, 3000 Xenium Lane N, Plymouth, MN
Thurs., Nov. 21, 2024	Online Nov. 1-21	<u>Give to the Max Day</u> - A fundraising event of the Three Rivers Park District Foundation - Website: https://www.givemn.org/organization/Three-Rivers-Park-District-Foundation
Thurs., Dec. 5, 2024	4:00 p.m.	Metropolitan Parks and Open Space Commission, 390 Robert Street North, St. Paul, MN
Sat., Dec. 7, 2024	9:00 a.m. to 3:00 p.m.	<u>Minnesota Nordic Ski Opener</u> - Elm Creek Park Reserve, 12400 James Deane Parkway, Maple Grove, MN
Thurs., Dec. 19, 2024	5:00 p.m.	Board Meeting at Three Rivers Park District, Administrative Center - Board Room, 3000 Xenium Lane N, Plymouth, MN

THREE RIVERS PARK DISTRICT

2025 PROPOSED BOARD MEETING AND STUDY SESSION CALENDAR

**Unless otherwise noted, Board Meetings and Study Sessions
are held at the Administrative Center – Board Room
(* Designates meetings not held on 3rd Thursday)**

Date	Time	Type of Meeting	Notes
January..... 16	5:00 p.m.	Board Meeting	<i>Re-elected/Elected Board Members Oath of Office Ceremony</i>
February 20	5:00 p.m.	Board Meeting	
March 20	5:00 p.m.	Board Meeting	
April 17	5:00 p.m.	Board Meeting	<i>Volunteer Service Awards</i>
May 15	5:00 p.m.	Board Meeting	
June 12*	5:00 p.m.	Board Meeting	<i>Special Park Dist. Forum (Jun. 9-12)</i>
July 17	5:00 p.m.	Board Meeting	
August..... 21	5:00 p.m.	Board Meeting	
September 18 TBD*	5:00 p.m. Time TBD	Board Meeting Joint Board Meeting	<i>NRPA Conference (Sept. 16-18) with Scott County (Location-TBD)</i>
October..... 16	5:00 p.m.	Board Meeting	
November 13*	5:00 p.m.	Board Meeting Public Hearing	<i>2026 General Fund Budget</i>
December 18	5:00 p.m.	Board Meeting	<i>Adopt 2026 Budget & Tax Levy</i>

Date	Annual Events	Location
June 9-12, 2025	Special Park Districts Forum (SPDF)	Detroit, MI
TBD, 2025	MRPA Annual Conference	TBD
Sept. 16-18, 2025	NRPA Annual Conference	Orlando, FL

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: ROUTINE BUSINESS

Item Number: **4A**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: Hyland Hills Ski Area Snowboard Rental Boot and Binding Purchase

Superintendent's Recommendation:

MOTION TO APPROVE THE PURCHASE OF STEP-IN SNOWBOARD BOOTS AND BINDINGS IN THE AMOUNT OF \$112,000.

Prepared By: Howard Koolick, Director of Finance and Jeff May, Director of Enterprise Operations

Background:

Rental equipment is a major revenue generator for Hyland Hills Ski Area with budgeted revenues of \$680,000 annually (approximately \$200,000 being snowboard rentals). One of the barriers for new snowboarders is buckling and unbuckling their boots both to begin boarding and accessing the chairlifts and magic carpets. These new "step-in" bindings make that process much easier and are more like a traditional ski boot and binding. They also provide a consistent "fit" versus the old style that relied on customers to adjust the straps on each binding. These new boots and bindings are projected to have a rental life of 7-10 ski seasons and will be put on the entire rental snowboard inventory.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 1: You Belong Here

Goal 2: Parks Matter

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: ROUTINE BUSINESS

Item Number: **4B**

Division: Planning, Design & Technology

Originating Source: Jonathan Vlaming, Associate Superintendent

Agenda Item: Receive Mississippi Gateway Regional Park Construction Progress Update

Superintendent's Recommendation:

NO ACTION REQUIRED.

Prepared By: Jason Zemke, Senior Manager of Architecture and Matt Swenson, Project Manager.

Background:

Construction has begun on the Rush Creek Regional Trail Underpass at Mississippi Gateway. Crews have begun excavating for a storm drain and for the foundation of the tunnel abutments. West River Road will be closed north of the park entry starting around September 16 through November to install the precast tunnel structure. Road and trail detours will be posted, and the park will remain open to vehicles from the south.

Meanwhile, construction crews continued to make good progress in many areas of the project through the month of August. The Gateway Center's overlook deck began to take shape and all exterior doors and windows are now installed. In the interior of the Gateway Center, the gypsum board walls are complete on the lower level. On the upper level, the required wall framing and rough-in inspections were just completed, which now allows installation of gypsum board to take place.

Elsewhere at the East Unit, the seasonal restroom building's walls and roof deck are complete. The hillside Nature Play Area's earthwork and retaining walls are near completion. Installation of play equipment will begin this fall. Finally, the first three sections of the Treetop Trail's concrete deck are now installed. Crews are moving from the south end of the Treetop Trail to the north. As shoring and formwork are removed from completed sections, other crews will follow behind to add the railings and start work on the Treehouse and Bird's Nest features.

At the West Unit, the play area is complete; however, it will remain closed until the rest of construction is complete and visitors can safely access the park again. Crews are currently working on excavation and utilities in the dog off-leash area and will begin installing concrete walks and paving throughout the West Unit soon.

Budget Summary through 9/10/2024 (Park District Only):

	Current	Change From Last Summary
Total Funding/Approved Budget	\$29,414,379	N/A
Expenses (Committed and Budgeted)	\$27,857,847	+\$55,147¹
Remaining Contingency	\$1,477,474	-\$55,147¹
Remaining Funds - unassigned ²	\$79,058 ²	

¹*When Expenses increase, there should be an equivalent reduction in Remaining Contingency, since contingency is generally used to fund cost increases that arise during construction.*

²*Currently unassigned funds from base budget.*

Contingency Reserve Summary:

	Original	Spent	Remaining
FFE + Soft Costs	\$234,529	\$(31,176)	\$203,353
H+U (CM Firm) Contingency	\$105,715	0	\$105,715
Construction Contracts	\$1,324,227	\$(155,821)	\$1,168,406
Total	\$1,664,471	\$(186,997)	\$1,477,474

The overall construction project, including the West Unit, is still just over 60% complete, with almost \$17.5 Million of work put in place.

For this budget update period, three construction contract Change Orders have been finalized. The value of these recent Change Orders is an additional cost of \$23,667. Additional Change Orders are in process and will be included in future budget updates to the Board as they are approved. At this time, both completed and proposed Change Orders have been in-line with a project of this size and complexity, and the Contingency Reserve is sufficient to address all Change Orders in process.

Approved Change Orders this period generally include a modification of door hardware for improved functionality, a change in roof drain piping to accommodate field conflicts, and additional sitework due to differing field conditions.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 1: You Belong Here

Goal 2: Parks Matter

Goal 3: Lead by Example

Attachments:

[Mississippi Gateway Progress Photos.pdf](#)



Underpass – Excavation for tunnel in process.



Gateway Center – Riverside decking in place.



Treetop Trail – First concrete pour complete.



Treetop Trail – Second concrete pour complete.



West Unit Play Area – Complete!

REGULAR BOARD MEETING

Meeting Date: 09/19/24 Business Item: ROUTINE BUSINESS Item Number: **4C**

Division: Recreation, Education & Natural Resources

Originating Source: Luke Skinner, Associate Superintendent

Agenda Item: Approve Agreement Amendment with Hennepin County for Construction of a Ravine Stabilization Project at Kingswood Park

Superintendent's Recommendation:

MOTION TO ENTER INTO THE FIRST AMENDMENT TO THE MARCH 25, 2024, PROFESSIONAL SERVICE AGREEMENT WITH HENNEPIN COUNTY FOR CONSTRUCTION OF A RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK.

Prepared By: Jami Markle, Director of Natural Resources

Background:

Hennepin County jointly holds a conservation easement with Minnesota Land Trust at Kingswood Park, on a portion of the property formerly known as Camp Kingswood. Three Rivers natural resources staff have partnered with the County to prioritize habitat improvement projects at the park, one of which involves addressing severe erosion and sedimentation in a wooded ravine that is connected to Kingswood Pond.

A Professional Service Agreement was executed on March 25, 2024, to cost share engineering design work for the project. Three Rivers led the design project through our consulting pool, and the agreement allowed for reimbursement up to \$14,150 for final design plans.

With final design complete, proposals were solicited and favorable bids have been received. Hennepin County would like to provide \$100,000 toward construction of the project from its Land and Water Unit budget. The proposed amendment adds this construction funding to the original Professional Service Agreement for a new total of \$114,150 and also includes the final design plan set as Attachment B.

***This amendment document will be routed by Hennepin County for electronic signature following approval by the Board.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 2: Parks Matter

Goal 3: Lead by Example

Attachments:

[Agreement Amendment_Hennepin County_Kingswood Ravine.pdf](#)

[Original Executed Agreement Hennepin County Kingswood Ravine - signed.pdf](#)

AMENDMENT NO. 1 TO AGREEMENT NO. PR00005972

This Amendment No. 1 to Agreement No. PR00005972 is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy ("COUNTY"), and Three Rivers Park District, 3000 Xenium Lane North, Plymouth, MN 55441, a Minnesota government entity ("CONTRACTOR").

The parties agree that Agreement No. PR00005972, including prior amendments if any, is amended as follows:

1. Section 1, TERM AND COST OF THE AGREEMENT, paragraph 2, shall be amended to read:

“The total cost of this Agreement, including all reimbursable expenses, shall not exceed **One Hundred Fourteen Thousand One Hundred and Fifty Dollars and no/100 (\$114,150.00).**”

2. Section 2, SERVICES TO BE PROVIDED, shall be amended to read:

“CONTRACTOR shall: 1) select and retain a consultant to finalize the ravine repair design; 2) oversee the selected consultant’s design work; 3) secure necessary permits; and 4) select a construction firm to build the project, and oversee that construction work.

The project, scope of work for the design consultant, and cost estimates for design and construction are more fully described in Attachments A (design) and B (construction), respectively.”

Except as herein amended, the terms, conditions and provisions of Agreement No. PR00005972, including prior amendments if any, shall remain in full force and effect.

COUNTY BOARD AUTHORIZATION

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN

STATE OF MINNESOTA

Date: _____

By: .
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: .
Assistant/Deputy/County Administrator
Department Director of _____

Date: _____

CONTRACTOR
CONTRACTOR warrants that the person who executed this
Agreement is authorized to do so on behalf of
CONTRACTOR as required by applicable articles, bylaws,
resolutions or ordinances.*

By: .
Printed Name: _____

Printed Title: _____

Date: _____

*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to COUNTY. Documentation is not required for a sole proprietorship.

PERSONAL/PROFESSIONAL SERVICE AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Environment and Energy (“COUNTY”), and Three Rivers Park District, 3000 Xenium Lane North, Plymouth, MN 55441 a Minnesota Government Entity (“CONTRACTOR”), collectively the “parties”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR have a mutual interest in the ecological health of Kingswood Park (the “Property”), a property owned by CONTRACTOR and over which COUNTY co-holds a conservation easement with the Minnesota Land Trust; and

WHEREAS, the parties wish to repair an eroding ravine located at the Property; and

WHEREAS, CONTRACTOR retained a consultant to perform a feasibility study of options to repair the ravine and the parties have jointly selected an approach; and

NOW THEREFORE, the parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

This Agreement shall commence on January 1, 2024, and expire on December 31, 2026, unless cancelled or terminated earlier in accordance with the provisions herein.

The total cost of this Agreement, including all reimbursable expenses, shall not exceed Fourteen Thousand One Hundred and Fifty Dollars and no/100 (\$14,150.00).

2. SERVICES TO BE PROVIDED

CONTRACTOR shall: 1) select and retain a consultant to finalize the ravine repair design; 2) oversee the selected consultant’s design work; and 3) secure necessary permits to begin the project.

The project, scope of work for the consultant, and cost estimate for this phase of work are more fully described in Attachment A, activities 340-360.

3. PAYMENT FOR SERVICES

CONTRACTOR shall be paid on a reimbursement basis for contractual services actually performed.

CONTRACTOR shall perform all services hereunder to the satisfaction of COUNTY, in accordance with the provisions herein, and in compliance with applicable law. If

COUNTY determines that CONTRACTOR has not complied with the foregoing, COUNTY shall not have any obligation to pay CONTRACTOR for the non-complying services.

Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. CONTRACTOR shall submit invoices no more frequently than monthly for services rendered on forms which may be furnished by COUNTY. Payment shall be made within thirty-five (35) days from receipt of the invoice.

Except for the payments expressly set forth herein, costs and expenses for travel, airfare, lodging, per diem, parking, mileage, ground transportation, and all other costs or expenses shall be paid by CONTRACTOR and not reimbursed by COUNTY.

Payments shall be made pursuant to the provisions herein and COUNTY's then applicable payment policies, procedures, rules and directions. COUNTY is not responsible for remedying fraudulent or unauthorized payments requested in CONTRACTOR's name.

Unless expressly approved in writing by COUNTY, CONTRACTOR shall not provide services under this Agreement without receiving a purchase order or purchase order number supplied by COUNTY. All invoices shall display a Hennepin County purchase order number and be emailed to OBF.Internet@hennepin.us or sent to the following central invoice receiving address: PO Box 1388, Minneapolis, MN 55440.

COUNTY may withhold from any payment due to CONTRACTOR any amount which is due and owing COUNTY under this or any other agreement between the parties due to overpayment or as a result of an audit.

4. PROFESSIONAL CREDENTIALS

INTENTIONALLY OMITTED.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of

any of CONTRACTOR's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

- A. In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, gender expression, gender identity, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.
- B. COUNTY encourages CONTRACTOR to develop and implement a policy promoting diversity, equity, and inclusion in CONTRACTOR's workplace.

7. AFFIRMATIVE ACTION

INTENTIONALLY OMITTED

8. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

9. INSURANCE

Each party warrants that it has a purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

10. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement.

CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

11. DATA, SYSTEMS, AND INTELLECTUAL PROPERTY

- A. CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data. For clarification and not limitation, COUNTY hereby notifies CONTRACTOR that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” by CONTRACTOR does not necessarily make the data protected as such under any applicable law.

- B. In addition to the foregoing MGDPA and other applicable law obligations, CONTRACTOR shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, “County Data” means any data or information, and any copies thereof, created by CONTRACTOR or acquired by CONTRACTOR from or through COUNTY pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If CONTRACTOR has access to or possession/control of County Data, CONTRACTOR shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable COUNTY policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such COUNTY policies, procedures, rules and directions, CONTRACTOR shall notify COUNTY of the inconsistency and follow COUNTY direction. CONTRACTOR shall immediately notify COUNTY of any known or suspected security breach or unauthorized access to County Data, then comply with all responsive directions provided by COUNTY. The foregoing shall not be construed as eliminating, limiting or otherwise modifying CONTRACTOR's indemnification obligations herein.

- C. INTENTIONALLY OMITTED.
- D. INTENTIONALLY OMITTED.
- E. Upon expiration, cancellation or termination of this Agreement:
 - (1) At the discretion of COUNTY and as specified in writing by the Contract Administrator, CONTRACTOR shall deliver to the Contract Administrator all County Data so specified by COUNTY.
 - (2) COUNTY shall have full ownership and control of all such County Data. If COUNTY permits CONTRACTOR to retain copies of the County Data, CONTRACTOR shall not, without the prior written consent of COUNTY or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of COUNTY would affect COUNTY's ownership and/or control of such County Data.
 - (3) Except to the extent required by law or as agreed to by COUNTY, CONTRACTOR shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, CONTRACTOR shall, upon COUNTY's request, certify destruction of any County Data so specified by COUNTY.

12. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of

CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

13. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of the provisions herein, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

14. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject

matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

CONTRACTOR and/or COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other party.

- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement, including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

15. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due COUNTY from CONTRACTOR is determined. Following notice from COUNTY of the claimed breach and damage, CONTRACTOR and COUNTY shall attempt to resolve the dispute in good faith.
- C. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.

- D. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- E. This Agreement may be cancelled/terminated with or without cause by COUNTY upon thirty (30) days' written notice.
- F. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, CONTRACTOR shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event CONTRACTOR has performed work toward a deliverable that COUNTY has not accepted at the time of expiration, cancellation or termination, CONTRACTOR shall not be entitled to any payment for said work, including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- G. Upon written notice, COUNTY may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) COUNTY does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or COUNTY loses the outside funding for any other reason; or (iii) COUNTY determines, in its sole discretion, that funding is, or has become, insufficient. COUNTY is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event COUNTY suspends, cancels or terminates this Agreement pursuant to this paragraph, COUNTY shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that COUNTY shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.
- H. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

16. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such

provisions include but are not limited to: INDEPENDENT CONTRACTOR; INDEMNIFICATION; INSURANCE; DUTY TO NOTIFY; DATA, SYSTEMS, AND INTELLECTUAL PROPERTY; RECORDS-AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION/TERMINATION; MEDIA OUTREACH; and MINNESOTA LAW GOVERNS.

17. CONTRACT ADMINISTRATION

In order to coordinate the services of CONTRACTOR with the activities of the Environment and Energy Department so as to accomplish the purposes of this Agreement, Kristine Maurer or successor (“Contract Administrator”), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and CONTRACTOR.

Jami Markle (Jami.Markle@threeriversparks.org) shall manage the agreement on behalf of CONTRACTOR. CONTRACTOR may replace such person but shall immediately give written notice to COUNTY of the name, phone number and email (if available) of such substitute person and of any other subsequent substitute person.

18. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- B. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings. CONTRACTOR shall immediately notify COUNTY if CONTRACTOR is debarred or suspended during the term of this Agreement.

19. RECYCLING

COUNTY encourages CONTRACTOR to have a single-sort recycling program or provide recycling service for at least three types of materials, which may include food waste. COUNTY also encourages CONTRACTOR to educate employees about the recycling program.

20. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating COUNTY department at the address given in the opening paragraph of this Agreement. Notice to CONTRACTOR shall be sent to the address stated in the opening paragraph of this Agreement or to the address stated in CONTRACTOR’s Form W-9 provided to COUNTY.

21. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict or potential conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. A conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

22. MEDIA OUTREACH

CONTRACTOR shall notify COUNTY, prior to publication, release, or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through its Public Relations Officer or their designee(s), prior to publication or release. As used herein, the term "Outreach" shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client lists, civic/community events or opportunities, and/or other forms of outreach created by, or on behalf of, CONTRACTOR (i) that reference or otherwise use the term "Hennepin County" or any derivative thereof; or (ii) that directly or indirectly relate to, reference, or concern the County of Hennepin, this Agreement, the services performed hereunder, or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

23. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

24. COOPERATIVE PURCHASING

At the time of this Agreement: (1) Hennepin County is a signature party to the Joint Powers Purchasing Agreement (Agreement No. A131396) (the "JPA"); (2) the Minnesota Counties of Anoka, Carver, Dakota, Olmsted, Ramsey, Scott and Washington are signatories to the JPA ("Cooperative Members"); (3) if agreed upon pursuant to a separate agreement between CONTRACTOR and any Cooperative Member, the JPA allows a Cooperative Member, subject to the terms of the JPA, to purchase the same or substantially similar services based upon terms that are the same or substantially similar to those set forth in this Agreement, including but not limited to price/cost; and (4)

COUNTY shall have no obligation, liability or responsibility for any order or purchase made under the contract between a Cooperative Member and CONTRACTOR.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:



Brittany McCormick

E-signed 2024-03-21 10:03AM CDT
brittany.mccormick@hennepin.us
Hennepin County
Assistant County Attorney



COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:



David J. Hough

E-signed 2024-03-25 07:53AM CDT
David.Hough@hennepin.us
Hennepin County
County Administrator



Reviewed for COUNTY by:



Sheri Selton

E-signed 2024-03-22 01:40PM CDT
Sheri.Selton@hennepin.us
Hennepin County
County Administration Clerk



Document Assembled by:



[Caitlyn Collins \(Mar 19, 2024 10:25 CDT\)](#)

Caitlyn Collins

E-signed 2024-03-19 10:25AM CDT
caitlyn.collins@hennepin.us
Hennepin County



Attachments

CONTRACTOR

CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*

By:

Jami Markle
Jami Markle (Mar 21, 2024 09:26 CDT)

Jami Markle

E-signed 2024-03-21 09:26AM CDT
jami.markle@threeriversparks.org
Director of Natural Resources



*CONTRACTOR represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

Attachment A



Two Carlson Parkway
Suite 110
Plymouth, MN 55447
P: 612.355.7726



January 26th, 2024

Mr. Brian Vlach
Senior Water Resources Manager

Mr. Jami Markle
Director of Natural Resources

Three Rivers Park District
3000 Xenium, Lane North
Plymouth, MN 55441

Dear Mr. Vlach and Mr. Markle,

We are excited about the opportunity to work with you and the rest of the Three Rivers Park District (Park District) staff. We are pleased to present you with this proposal for engineering services for the Kingswood Channel Final Design Project. Our team at Moore Engineering, Inc. (Moore) has the expertise, availability, and personnel to make this project a success.

Project Understanding

Kingswood Park is a Three Rivers Park District facility located in the City of Minnetrista in western Hennepin County. A City-owned gravel roadway, Kingswood Road, runs between two areas of the park. Long Lake is located to the east of Kingswood Road and a seven-acre pond with a tamarack bog is to the north and west of the road. Both water bodies have excellent water quality and vegetation communities. The area of the park along the road and between the two water bodies is forest land with mature trees.

There is a small ditch along the east side of the road that directs runoff south to a culvert that runs under Kingswood Road. After exiting the culvert, runoff flows down the slope through the forest into the tamarack pond to the north. There is some erosion that is occurring within the road ditch and the storm runoff is depositing sand and sediment into the forested area west of the road at the culvert outlet. There are some existing timber and small rock check dams located within the flow pathway from the culvert to the pond that are of unknown origin and appear to have been constructed by hand. These check dams are providing some protection to the channel area but are in disrepair and it is unclear what standard they were designed to. The channel from the roadway to the pond is relatively wide and shallow, but becomes steeper with signs of erosion the last 75 to 100 feet before reaching the pond. The channel flow pathway becomes undefined where it reaches a mowed trail around the tamarack pond that is maintained by the Park District. There is vegetation along the banks of the pond showing no signs of visible erosion. However, if the existing check dams were to fail, or if storm flows were to increase, impacts to the pond are likely.

During summer and fall of 2022, Moore completed a feasibility study to evaluate options to stabilize the channel, address the erosion, and protect the downstream wetland from water quality impacts.

Several options were reviewed with the project stakeholders. The final selected option includes multiple components to address the erosion and stabilization of the channel: riprap check dams in the ditch along Kingswood Road, stabilization of the existing culvert under the road with riprap at the outlet, creation of a berm and new settling basin to collect runoff, installation of drain tile and a control structure within the settling basin, installation of a bored solid pipe from the settling basin to the tamarack bog wetland, addition of an area drain near the grassed trail by the wetland, and an outlet for the pipe stabilized with riprap at the edge of the wetland.

These features will be designed to a 10-year standard, and will address the erosion concerns and provide water quality protection to the wetland bog while also minimizing the disturbance to the existing forest community and City road. The Park District is now working with Hennepin County to develop an agreement to complete the final design, application for grant funding, and construction of the selected improvement project. We understand construction will likely occur in late 2024 or more likely 2025, depending on funding, and the goal is to complete the design and permitting over the spring and summer of 2024 in support of grant funding applications.

Our team is available, ready, and willing to begin immediately on this final design effort for the Kingswood Channel Improvement Project. We are confident we can complete this project to meet the needs of the Park District. We have developed a scope and budget for your review to complete the final design for the project and then assist the Park District to take the project through construction.

Project Scope

We have a thorough understanding of the design, permitting, and construction process of these channel and water quality improvement projects, having successfully completed a number of similar projects for our clients across the Twin Cities metropolitan area. Our proposed scope of services is outlined below for this project.

Note Moore uses standard task numbering for uniformity and documentation purposes. We would be happy to provide additional information and context if requested.

Task 340: Project Review Meeting and Design Evaluation

As part of the feasibility study completed in Fall 2022, 30% Design Plans were prepared for the project in 2023. We propose to hold a meeting with the Park District, Hennepin County, and the City of Minnetrista to revisit these plans and confirm the approach to the overall project as well as the goals and objectives. We propose this to be in-person meeting at either Moore or Park District offices, followed by a site visit to walk the project area, as it will be nearly two years since the ravine has been inspected.

Moore will present the design plans and our calculations that were used to develop the proposed design. We will also review the estimated project costs and discuss the funds needed for the project. We will gather input and comments from the Park District, County, and City and use the input from this meeting to drive the Final Project Design efforts. We will also discuss overall project schedule to develop the targets to complete the design, submit and receive permits, estimated bid schedule, and optimal target timeframe for construction.

Specific deliverables for this task include:

- Review Meeting Summary

Task Estimate: \$2,500

Task 350: Final Design

Following the Project Review Meeting, Moore will begin developing the 90% Design Plans. Based on the input from the Park District and County we will carry the project design effort forward. We assume that while some modifications will be made to the features included in the project at the 30% stage, that the design will follow the approach described in the Feasibility Study Memo and generally match the selected option. If necessary, we will complete updates to the hydrology models to support the final design. As we develop our plans and address items noted in the Project Review Meeting, we will update our calculations accordingly to ensure pollutant removal and discharge rate/velocity objectives are still met with the requested changes. We will also update the cost estimate.

Concurrent to developing the 90% Design Plans, we will develop a set of project specifications. We assume the Park District will provide their preferred upfront contract, general provisions, special provisions, and other documents (if these do not exist, Moore will use EJCDC contracting documents). Moore will provide the technical specifications, and compile into a comprehensive project manual. We will also update the 30% Design Memo from the Feasibility Study with the pertinent details finalized as part of the 90% design process.

We will provide the 90% memorandum, plans, cost estimate, and project manual for Park District review, and then schedule a meeting with the Park District, County, and City to address comments. This meeting could be held at the Park District Offices or as a web-based Teams style meeting and will be attended by two (2) Moore staff. We will address one round of comments on the 90% design, and provide a certified project manual, and final design summary memorandum and cost estimate.

Specific deliverables for this task include:

- 90% Submittal:
 - Design Summary Memorandum
 - Plan Set
 - Project Manual
 - Cost Estimate
- 100% Submittal:
 - Design Summary Memorandum
 - Plan Set
 - Project Manual
 - Cost Estimate

Task Estimate: \$22,500

Task 360: Permit Administration

This project has the potential to require permits at the state and local levels. This could include a Public Waters Work Permit from the Minnesota Department of Natural Resources (DNR) and a project review and erosion control permit from the Pioneer-Sarah Creek Watershed District (PSCWD). After the Project Review Meeting (Task 340) we will provide the 30% Design Plans to agencies to introduce them to the project prior to application submittals. We will confirm with the agencies the items needed within the permit applications for this specific project. After the project is introduced to the permitting agencies, we will utilize the 90% Design Plans to prepare and submit the permit applications.

If necessary, the Public Waters Permit will be submitted through the online MPARS system and the project review application will be completed and submitted to the PSCWD with the appropriate supporting information. Processing of permits usually takes between 30 and 60 days after a permit

application is deemed complete. We will coordinate with the Park District on the submittal of the permit applications to ensure permits are issued at the appropriate time to facilitate the target start of project construction. We assume there are no wetlands in the project that will require permitting through the Wetland Conservation Act (WCA) and that the Park District will delineate the boundary of the bog wetland at the end of the project area. We also assume that there are no Waters of the US under federal jurisdiction that would require permitting from the US Army Corps of Engineers.

Specific deliverables for this task include:

- Public Waters Permit Application and Final Issued Permit
- PSCWD Permit Application and Final Issued Permit

Task Estimate: \$3,300

Task 370: Bidding Assistance

We understand the Park District will work directly with Hennepin County to administer the bidding process following their preferred process and that Moore will be available to support the Park District to complete the bidding process. Due to the estimated project cost, it may be possible to utilize the quote process. Moore will provide the Park District with recommendations of contractors that could be notified of the project for quote/bidding. The County will coordinate with the Park District to administer posting and fielding bids. Moore will be available to answer some contractor questions during the bidding process.

If the Park District decides to include a pre-bid meeting to present the project, its objectives, and direct contractors' attention to key project intricacies, Moore will attend the meeting with two (2) staff. After the meeting, Moore will provide the Park District with an addendum that documents the pre-bid meeting attendance and provides written responses to contractor questions.

After the bidding has closed, we will review bids for completeness, accuracy and price, tabulate bids, and will issue a recommendation to the Park District.

Specific deliverables for this task include:

- Recommendation of Contractors to include in Bid Process
- Prebid Meeting Minutes
- Addendum answering Contractor Questions
- Recommendation of Action including Bid Tabulation

Task Estimate: \$2,400

Task 400: Construction Administration, Field Staking & As-Built Drawings

Moore will provide the Park support throughout construction. We understand there may be some Park District staff who are available and have the expertise to provide some day-to-day construction observation. However, we understand the Park District will want Moore staff to be onsite for key construction activities, such as installation of the tile line, structures, boring the pipe, and other critical project components. Therefore, we propose to include the following services as part of our construction administration task.

After a contractor is selected and the project is awarded, Moore will review and comment on up to five contractor submittals. We will review submitted information for conformance with project specifications and provide feedback for the contractor as necessary. Moore will prepare an agenda for and lead a pre-construction meeting with Park District, County, City, contractor, and Moore staff.

We will discuss schedule, key project requirements, and other relevant agenda items. Moore will take notes and distribute meeting minutes and be available for a site visit if necessary. We assume this meeting will be held onsite at the project location.

We estimate construction will take approximately two to three weeks. Moore staff will be available for up to three (3) site visits by the project engineer, and eight (8) site visits for the resident project representative. We assume these visits will be on average half a day (four hours) per visit. While onsite we will observe the contractor's work for conformance with project specifications and be available to answer questions as needed.

A Moore survey crew will be available to mobilize to the site up to two times: one time for construction staking for the contractor's purposes, and once more for an as-built survey. Additional visits due to contractor neglect will be billed to the contractor.

Moore will coordinate with the contractor on a day-to-day basis, to ensure questions are answered, schedules are coordinated, and payments are appropriately processed. We assume construction will be completed within four to six weeks' time, with one or two pay requests. Once the contractor achieves substantial completion, the project engineer and resident project representative will inspect the site to develop a punch list.

Specific deliverables for this task include:

- Pre-Construction Meeting Minutes
- Construction Photos and Inspection Notes
- Punch List

Task Estimate: \$14,200

Task 405: Project Closeout

Upon completion of the construction punch list, we will measure elevations of key project infrastructure and provide as-built drawings for park District records. We will measure and document key elements installed with the project including berm height, structures, and pipe alignment & inverts. In addition to the as-built drawings, we will provide the Park District with necessary documents for your records.

Specific deliverables for this task include:

- Engineers Certification of Project Completion
- As-Built Drawings

Task Estimate: \$3,700

Cost Estimate

Our services will be provided in accordance with the contract terms presented by the Park District in the RFQ for the consulting pool. Moore will perform the tasks specified in the Scope of Work above on a Category Billing Rate basis, using the actual hours worked times the appropriate Category Billing Rate based on the rates included in our RFQ submittal, plus the actual direct expenses incurred. If subconsultants are utilized for this project, we will bill those fees, times a multiplier of 1.15. Category Billing Rates are provided in Attachment A to this proposal. Category Billing Rates and expense costs listed in Attachment A are valid through the end of the current year. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market conditions.

Based on our current understanding of the project, we estimate the cost for the scope described above to be **Forty-Eight Thousand Six Hundred Dollars (\$48,600)** as shown in the table below.

Task	Cost
340 – Project Review Meeting and Design Evaluation	\$2,500
350 – Final Design	\$22,500
360 – Permit Administration	\$3,300
370 – Bidding Assistance	\$2,400
400 – Construction Administration and Contractor Management	\$14,520
410 – Project Closeout	\$3,700
Total	\$48,600

The fee breakdown listed above is for information only. Moore may alter the distribution of compensation between individual phases listed above to be consistent with services rendered but shall not exceed the total contract compensation amount unless approved in writing by the Owner.

Variables that may occur during the project process will be discussed with the Park District as soon as possible to determine if changes in scope and/or cost may be necessary.

Schedule

Moore developed a proposed schedule below. This was based on the understanding all design must be completed by end of July 2024, for TRPD to then apply for grants in late Summer 2024. Assuming funding is identified, then the project could be bid in Winter 2024/2025, and construction in Summer or Fall 2025. We have designed our schedule to include sufficient time for stakeholder review and input throughout the project.

- March 29th: Project Approved and Moore Authorized to Proceed
- April 1st – April 15th: Hold Kick-off Meeting and site inspection
- April 22nd – May 31st: Complete 90% Design, Develop Permit Applications
- May 31st: Provide 90% submittal to Park District and County
- June 17th – June 28th: Hold Design Review Meeting, Gather Comments from Park District, County, and City
- July 1st – July 26th: Address Design Comments. Provide Plans and Calculations to Park District in Support of Grant Application.
- Winter 2024/2025: Bid Project (depending on funding)
- Summer/Fall 2025: Construct Project (depending on funding)

We can adjust the project schedule to fit the needs of the Park District.

Should you find this Proposal acceptable, please have the authorized representative(s) of the Three River Park District sign the Acceptance portion of this letter below and return one (1) fully executed copy of this Proposal to Moore. Receipt of a fully executed copy of this Proposal will serve as our Agreement and our Notice to Proceed.

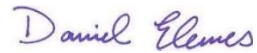
Thank you again for this opportunity to work with the Three Rivers Park District. We are excited to get started with this project and look forward to hearing from you. Should you have any questions on our proposal, please call me by phone at 952-239-9464, or by email at jeff.madejczyk@mooreengineeringinc.com.

Sincerely,

Moore Engineering, Inc.



Jeff Madejczyk
Senior Project Manager



Dan Elmes, P.E.
Water Resources Engineer

Acceptance for Three Rivers Park District

We hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature _____

Name _____

Title _____

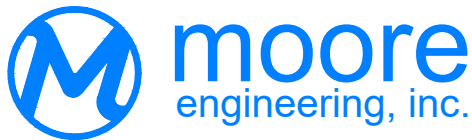
Date _____

Address for giving notices: Three Rivers Park District
3000 Xenium, Lane North
Plymouth, MN 55441

90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK

THREE RIVERS PARK DISTRICT

MINNETRISTA, MINNESOTA



Consulting Engineering • Land Surveying
2 Carlson Parkway North, Suite 110 • Plymouth, Minnesota
www.mooreengineeringinc.com

OWNER:
THREE RIVERS PARK DISTRICT

CONTACT:
BRIAN VLACH
SENIOR WATER RESOURCES MANAGER
PHONE: 763-694-7846

ENGINEER:
MOORE ENGINEERING, INC

CONTACT:
DANIEL ELEMES, PE
PROJECT ENGINEER
PHONE: 612-355-7726
2 CARLSON PARKWAY NORTH
SUITE 110
PLYMOUTH, MINNESOTA 55447

VICINITY MAP

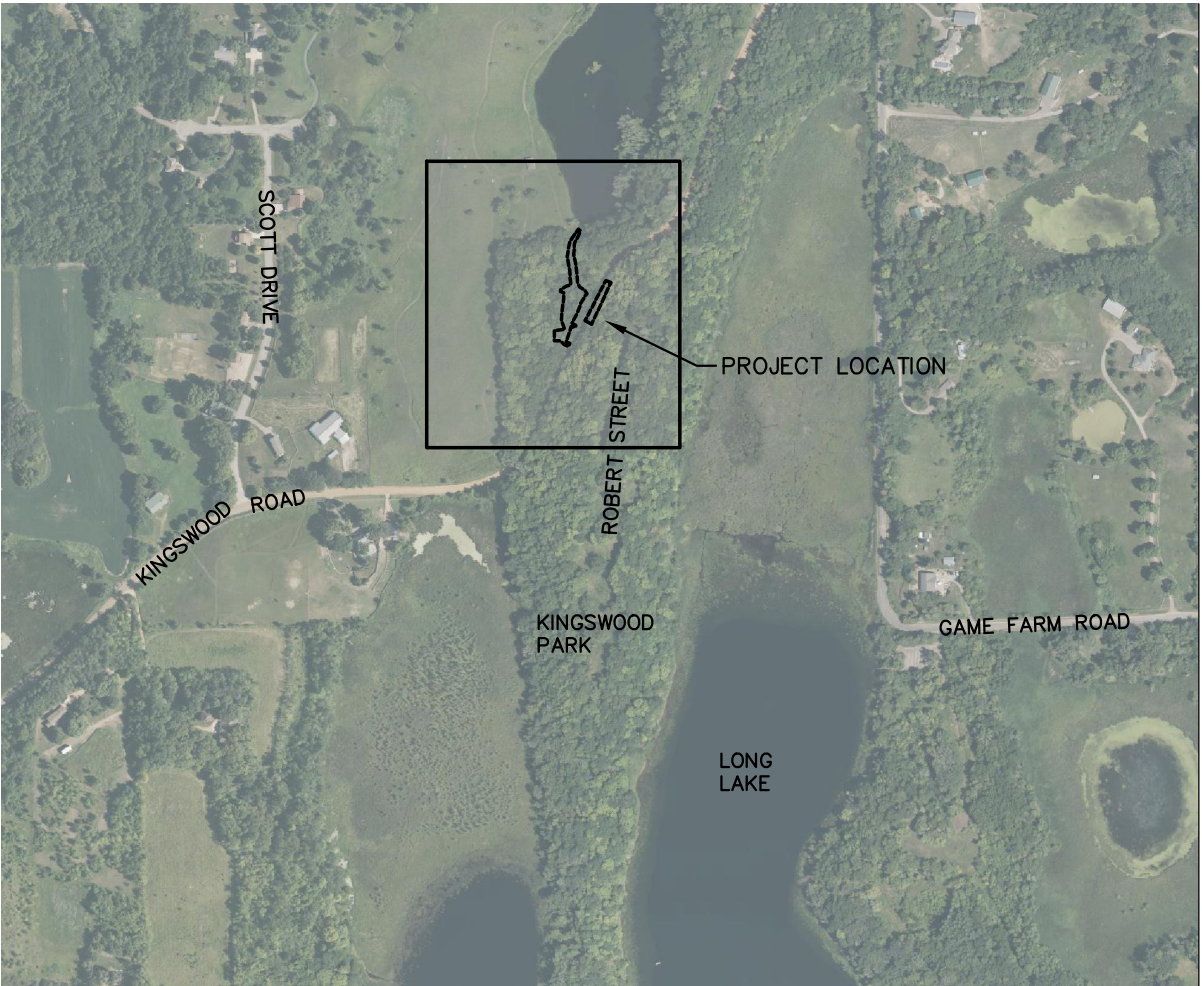
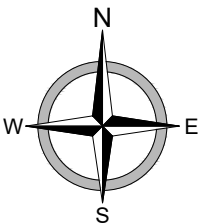


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PROJECT No. 22309D

PRELIMINARY

	BENCHMARK
	IRON MONUMENT FOUND
	EXISTING GAS LINE MARKER
	EXISTING GAS GATE VALVE
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING LIGHT POLE W/SIGN
	EXISTING GUY WIRE
	EXISTING TRAFFIC SIGNAL ARM
	EXISTING SIGN
	EXISTING CULVERT W/FLARED END SECTION (F.E.S.)
	EXISTING FLARED END SECTION (F.E.S.)
	EXISTING CURB STOP
	EXISTING HYDRANT W/GATE VALVE
	EXISTING GATE VALVE
	EXISTING FITTINGS
	EXISTING PLUG
	EXISTING PROPANE TANK
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SANITARY SEWER CLEANOUT
	EXISTING STORM SEWER CATCH BASIN
	EXISTING STORM SEWER MANHOLE
	EXISTING WATER MAIN
	EXISTING WATER SERVICE W/CURB STOP
	EXISTING SANITARY SEWER
	EXISTING SANITARY FORCEMAIN
	EXISTING SANITARY SEWER SERVICE
	EXISTING STORM SEWER
	EXISTING STORM SEWER FORCEMAIN
	EXISTING STEAM PIPE
	EXISTING AIR CONDITIONER
	EXISTING UTILITY PEDESTAL
	EXISTING UTILITY MANHOLE
	EXISTING UTILITY VAULT
	EXISTING UNDERGROUND COMMUNICATIONS
	EXISTING UNDERGROUND FIBER
	EXISTING UNDERGROUND TELEPHONE
	EXISTING OVERHEAD TELEPHONE
	EXISTING UNDERGROUND TELEVISION
	EXISTING OVERHEAD TELEVISION
	EXISTING UNDERGROUND GAS
	EXISTING UNDERGROUND ELECTRIC
	EXISTING OVERHEAD POWER
	EXISTING BARBED WIRE FENCE
	EXISTING CHAIN LINK/STEEL FENCE
	EXISTING PVC/WOOD FENCE
	EXISTING SHRUB
	EXISTING STUMP
	EXISTING BOULDER
	EXISTING TREE/TREE CLUSTER
	EXISTING SPRINKLER HEAD
	EXISTING CLUSTER BOX UNIT (CBU)
	EXISTING MAILBOX
	EXISTING CURB AND GUTTER
	CURB AND GUTTER REMOVAL & REPLACEMENT
	REMOVE EXISTING SURFACE
	EXISTING ASPHALT SURFACE
	EXISTING CONCRETE SURFACE
	EXISTING DECORATIVE COLORED CONCRETE
	EXISTING GRANULAR SURFACE
	EXISTING SIDEWALK/MULTI-USE PATH (UNKNOWN SURFACE)
	EXISTING LANDSCAPING
	EXISTING RIPRAP
	EXISTING WETLANDS
	EXISTING PERMANENT POOL

CIVIL LEGEND

	NEW LIGHT POLE
	NEW LIGHT POLE W/SIGN
	NEW GUY WIRE
	NEW SIGN
	TRAFFIC CONTROL - DRUM
	TRAFFIC CONTROL - TUBULAR MARKER
	NEW CULVERT W/FLARED END SECTION (F.E.S.)
	NEW FLARED END SECTION (F.E.S.)
	NEW CURB STOP
	NEW HYDRANT W/GATE VALVE
	NEW GATE VALVE
	NEW TAPPING SLEEVE
	NEW FITTINGS
	NEW PLUG
	NEW SANITARY SEWER MANHOLE
	NEW SANITARY SEWER CLEANOUT
	NEW STORM SEWER CATCH BASIN
	NEW STORM SEWER MANHOLE
	NEW WATER MAIN
	NEW WATER SERVICE W/CURB STOP (S.B. ELEV.)
	NEW SANITARY SEWER
	NEW SANITARY FORCEMAIN
	NEW SANITARY SEWER SERVICE (S.S. ELEV.)
	NEW STORM SEWER
	NEW STORM SEWER FORCEMAIN
	NEW STEAM PIPE
	INSULATION PER DETAIL
	NEW BARBED WIRE FENCE
	NEW CHAIN LINK/STEEL FENCE
	NEW PVC/WOOD FENCE
	NEW INFLOW CURB AND GUTTER
	NEW OUTFLOW CURB AND GUTTER
	NEW ASPHALT SURFACE
	NEW CONCRETE SURFACE
	NEW CONCRETE APPROACH/DRIVEWAY
	NEW DECORATIVE COLORED CONCRETE
	NEW GRANULAR SURFACE
	NEW CRUSHED CONCRETE SURFACE
	NEW CONCRETE SIDEWALK/MULTI-USE PATH
	NEW DETECTABLE WARNING PANEL
	NEW RIPRAP
	NEW PERMANENT POOL
	NEW LANDSCAPING
	MILLING - 2" UNIFORM
	MILLING - 2" TAPERED
	ASPHALT PATCH
	LEVELING COURSE
	OVERLAY
	CHIPSEAL AND FOG COAT
	NEW CONCRETE VALLEY GUTTER
	NEW MEDIAN NOSE APRON
	NEW ADA RAMP W/WARNING PANEL
	NEW CLUSTER BOX UNIT (CBU)
	NEW MAILBOX
	NEW LARGE DECIDUOUS TREE
	NEW SMALL DECIDUOUS TREE
	NEW SHRUB
	NEW LARGE EVERGREEN TREE
	NEW SMALL EVERGREEN TREE

	DRAINAGE BREAK LINE
	EXISTING DRAINAGE DIRECTION
	FINISHED DRAINAGE DIRECTION & SLOPE
	FINISHED GRADE
	EXISTING CONTOUR ELEVATION
	FINISHED CONTOUR ELEVATION
	GRADE ELEVATIONS
	GRASS BUFFER
	PERMANENT STABILIZATION AREA
	SEDIMENTATION CONTROL WATTLE
	SEDIMENTATION CONTROL FENCE
	ROCK CHECK
	STABILIZED CONSTRUCTION ENTRANCE
	CONCRETE WASHOUT
	INLET PROTECTION DEVICE
	REMOVE EXISTING TREE

ABBREVIATIONS:
BOC = BACK OF CURB
BOW = BACK OF WALK
C = COMMUNICATION
CB# = STORM SEWER CATCH BASIN
CL = CENTERLINE
CSP = CORRUGATED STEEL PIPE
CO# = SANITARY SEWER CLEANOUT
CS# = CONTROL STRUCTURE
DIA = DIAMETER
DIP = DUCTILE IRON PIPE
E = ELECTRICAL
ECC = EDGE OF CRUSHED CONCRETE
EG = EXISTING GRADE
EOC = EDGE OF CONCRETE
EOG = EDGE OF GRAVEL
EOP = EDGE OF PAVEMENT
EOW = EDGE OF WALK
EX = EXISTING
F = FIBER OPTIC
FES = FLARED END SECTION
FG = FINISHED GRADE
FL = FLOWLINE
FM = FORCEMAIN
G = GAS LINE
HP = HIGH POINT
INV = INVERT
LP = LOW POINT
MA = MATCH
M# = STORM SEWER MANHOLE
MT# = STORM SEWER TEE MANHOLE
MM# = STORM SEWER MULTI-MANHOLE
MC = MIDPOINT OF CURVE
OHP = OVERHEAD POWER
OHT = OVERHEAD TELEPHONE
OHTV = OVERHEAD TELEVISION
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVE
PVC = POLYVINYL CHLORIDE PIPE
PT = POINT OF TANGENCY
RIM = RIM OF STRUCTURE
S# = SANITARY SEWER MANHOLE
S.B. ELEV. = STOP BOX ELEVATION
S.S. ELEV. = SANITARY SEWER SERVICE INVERT
S.S. = SANITARY SEWER
S.T. = STORM SEWER
STA = ALIGNMENT STATION
T = TELEPHONE
TOC = TOP OF CONCRETE
TOP = TOP OF PAVEMENT
TOP = TOP OF PIPE
TOW = TOP OF WALK
TR# = SANITARY TELEVISION RISER
TRANS = TRANSFORMER
TV = TELEVISION
U = UTILITY (UNKNOWN UTILITY)

PRELIMINARY

CIVIL
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
CIVIL LEGEND

DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-001

THE FOLLOWING PLAN NOTES SUPPLEMENT AND AMEND THE PLAN SHEETS, SPECIFICATIONS AND MNDOT REFERENCES AS FOLLOWS:

GENERAL NOTES:

- 1. Take necessary precautions required to protect adjacent properties during the construction operations.
- 2. Notify Engineer where section, subsection or property monuments are encountered, before such monuments are removed. Protect and carefully preserve all property markers and monuments until the engineer and authorized surveyor has witnessed or otherwise referenced the location.
- 3. Coordinate a staging area location with the City for construction. There is no guarantee that City has an area suitable for staging.
- 4. The removal and replacement of existing street signs are incidental to the installation of the new utility. Replace any damaged signs. Coordinate with homeowners or businesses on the removal/relocation of personal/business affects prior to construction taking place in that area.
- 5. All mailbox relocations must be coordinated with the city and the post office.
- 6. The drawings designate those existing items for removal, replacement, or improvement. If not designated for removal, replacement, or improvement, all other existing items within the site to be protected.
- 7. Any construction traffic damage to roads outside the construction area to be repaired by the contractor.
- 8. Adjacent development and 185th Street are anticipated to be under construction concurrent with this project. Contractor shall coordinate with other owners and contractors to facilitate site access, and where adjacent improvements may affect this project's scope of work.

UNDERGROUND NOTES:

- 1. Coordinate any utility relocations.
- 2. Unless otherwise noted, any removal, relocation, replacement, or bracing of power poles or any other utilities is the responsibility of the Contractor.
- 3. Existing utilities (both public and private) shown on the plans are approximate and may not be complete. It will be the contractor's responsibility to verify and locate any utilities prior to excavation. There will be no additional payment for exploratory time.

- 4. There is a potential for water on the project. It shall be the contractor's responsibility to dewater for constructability.
- 5. No extra payment will be made for bedding material for pipe, structures, or fittings.
- 6. The subsurface utility information in this plan is Utility Quality Level D. This quality level was determined according to the guidelines of ASCE 38-02 entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data".
- 7. Not all fittings required for a complete installation may be shown on the plans. Provide all required fittings.

REMOVAL NOTES

- 1. All miscellaneous debris, fittings, pipe material, appurtenances etc. Resulting from construction operations shall be first right of refusal to the owner. Otherwise, it will become the property of the contractor and shall be properly disposed of off-site.
- 2. All removals shall be saw cut. Saw cuts must be full depth.

TRAFFIC CONTROL NOTES:

- 1. The contractor will be responsible for maintaining access to all businesses/residences/public facilities at all times. This would include building & maintaining any required temporary access roadways.
- 2. Contractor must follow the current M.U.T.C.D. for traffic control for any and all construction operations that interfere with traffic.
- 3. Contractor to give no less than 48 hour notice prior to any work being done on the project. All no parking signs and any traffic control shall be posted at least 48 hours prior to work commencing.

LANDSCAPING NOTES:

- 1. Placement of trees, shrubs, and curbing are approximate. Scaling of drawings can be used to determine locations. Adjustments may need to be made in the field. Final staked location to be verified by Engineer.
- 2. Tree spade may be substituted for balled and burlapped installation for trees. If tree spading is used the mulch ring to be one foot larger in diameter than the tree spade hole.

PRELIMINARY



CIVIL
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
GENERAL NOTES

DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-002

Project Description/Location:

Project is located in Minnetrista, MN, southwest of the intersection of Kingwood Road and Game Farm Road North. The latitude/longitude of the approximate centroid of the project is 44°57'22.45" N - latitude/93°42'39.41" W – longitude. Google Earth was utilized to acquire the project coordinates. The project includes excavating sediment accumulated within the ditch, removing existing timber check dams, clearing and grubbing trees, installing rock dams and drain tile.

Land Feature Changes:

Total disturbed area: 0.5 acres
Total existing impervious area: 0.0 acres
Total proposed impervious area: 0.0 acres
Total proposed net change in impervious area: 0.0 acres

Project Contacts:

	Agency	Contact	Phone No.
Owner:	Three Rivers Park District	Brian Vlach	763-694-7846
Contractor:	TBD	TBD	TBD
State:	MPCA	MPCA Duty Officer	(651) 649-5451
	Pioneer-Sarah Watershed District	Judie Anderson	(763) 553-1144

Chain of Responsibility:

The Contractor is the permittee for the national pollutant discharge elimination system (NPDES) construction permit. The contractor is responsible to comply with all aspects of the NPDES construction permit at all times until the notice of termination (NOT) has been filed with the MPCA. The contractor will develop a chain of command with all operators on the site to ensure that the SWPPP with be implemented and stay in effect until the construction project is complete, the entire site has undergone final stabilization, and a notice of termination (NOT) has been submitted to the MPCA.

Contractors Responsibilities:

The Contractor shall be responsible for compliance with, monitoring, and maintenance of the requirement of the MPCA general storm water permit for construction activity. The Contractor must identify a certified erosion and sediment control supervisor. This person must be knowledgeable and experienced in the application of erosion prevention and sediment control bmp's. This person is to oversee the implementation of this SWPPP, and the installation, inspection, and maintenance of the erosion prevention and sediment control bmp's before, during, and after construction. The SWPPP is to remain in effect until the project is complete, the entire site has undergone final stabilization, and the MPCA permit been terminated.

Project Personnel and Training:

Name of person with Best Management Practices (BMP) experience who will oversee SWPPP implementation and coordinate with contractor:

SWPPP Designer:

Company: Moore Engineering, Inc
Name: Lana Karg
Email: lana.karg@mooreengineeringinc.com
Phone: 406-544-2048
Training date(s): 04/27/2023
Training activity/content: Erosion and Stormwater Management Certification Program
Instructor(s) name(s): Rebecca Forman

Individual overseeing implementation, revision and/or amendment of the SWPPP that are available for an onsite inspection within 72 hours upon request of MPCA:

TBD and will be documented in this SWPPP narrative prior to start of construction.

Company: []
Name: []
Email: []
Phone: []
Training date(s): []
Training activity/content: []
Instructor(s) name(s): []

Individual performing or supervising the installation, maintenance and repair of BMPs:

TBD and will be documented in this SWPPP narrative prior to start of construction.

Company: []
Name: []
Email: []
Phone: []
Training date(s): []
Training activity/content: []
Instructor(s) name(s): []

Discharges to special and impaired waters:

There are three impaired lakes within 1 mile of the project site: North Little Long Lake (WID: 27-0179-01), North Whaletail Lake (WID: 27-0184-01), and South Little Long Lake (WID: 27-0179-02). There are no special or impaired waters that will receive stormwater runoff from the project. \

Resource: (https://mpca.maps.arcgis.com/apps/webappviewer/index.html?id=e03ef170fa3e41f6be92f9fafec100cc)

Total Maximum Daily Load (TMDL) Waters:

There are no TMDL waters within one mile of the project limits.

Discharges to Wetlands:

There are two wetlands adjacent to this project. Surface flow from the project site travels to a 7.11 acre Freshwater Pond, classified as a PUBH. Flow continues south to north from the Freshwater Pond to a 0.61 acre Freshwater Emergent Wetland, classified as a PEM1A. Proposed flow conditions do not vary from existing flow conditions.

Permits:

The following water related permits apply to this project:

Agency	Type of Permit
Minnesota Pollution Control Agency (MPCA)	NPDES Construction Permit
Pioneer-Sarah Creek Watershed Management Commission	Plan Review

Review all permits for any special conditions that will affect construction of the project.

Stormwater mitigation measures proposed to be part of the final project in any environmental review document, endangered species review, archeological or other required local, state, or federal review conducted for the project:

There are no stormwater mitigation measures required as a result of an environmental, archeological or agency review. All mitigation measures- have been addressed in this plan set or the special provisions.

Any required site assessments for groundwater or soil contamination:

No site assessment for groundwater or soil contamination was conducted prior to construction for the project.

Estimated Quantities:

Item	Estimated Quantity
Silt Fence	90 LIN FT
Bioroll	65 LIN FT
Seeding	5 LB
Plant Plugs	400 EA

SWPPP Amendments:

Permittee must amend SWPPP within 7 days to include additional requirements to correct problems identified or address the following situations:

- There is a change in design, construction, operation, maintenance, weather or seasonal conditions.
- Inspections or investigations by site owner or operators, USEPA or MPCA officials determine the SWPPP is not minimizing discharge of pollutants to surface waters or underground waters or discharges are causing water quality standard exceedances.
- The SWPPP is not achieving the objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of the permit.
- The MPCA determines that the project's stormwater discharges may cause, have reasonable potential to cause, or contribute to non-attainment of any applicable water quality standard, or the SWPPP does not incorporate the applicable requirements of the permit.

BMP Selection and Stormwater Management:

Permittees must select, install, and maintain the BMPs identified in this SWPPP and in the NPDES permit in an appropriate and functional manner and in accordance with relevant manufacturer specifications and accepted engineering practices to minimize the discharge of pollutants in stormwater from construction activities. If erosion control netting is being utilized for soil stabilization, the permittee is encouraged to use products that have been shown to minimize impacts on wildlife.

Erosion/Sediment Control Measures:

Erosion and sediment control measures must comply with MNR100001 Permit 2023 reference 8 and 9 of the NPDES Permit.

- Areas not to be disturbed must be properly marked before work begins.
- Must minimize the need for disturbance of portions of the project with steep slopes.
- Exposed soils (including stockpiles) must have erosion protection/cover initiated immediately and completed within 14 days (or 7 days per Section 23).
- For DNR Public Waters with "work in waters restrictions" during specified fish spawning time frames, stabilization must be completed for all exposed soil areas within 200 feet of the water's edge, and draining to the water, within 24 hours during the restriction period.

PRELIMINARY



CIVIL
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
SWPPP NOTES

DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-003

- E. The wetted perimeter of the last 200 linear feet of ditches must be stabilized within 24 hours of connecting to a surface water or property line.
- F. Temporary or permanent ditches or swales that are being used as a sediment containment system during construction must be stabilized within 24 hours after no longer being used as a sediment containment system.
- G. Pipe outlets must have energy dissipation within 24 hours of connecting to a surface water or permanent stormwater treatment system.
- H. Mulch, hydro mulch, tackifier, polyacrylamide, or similar erosion prevention practices cannot be used within the normal wetted perimeter of drainage ditches or swale sections with a continuous slope greater than 2%.
- I. Must not disturb more land than what can be effectively inspected and maintained.
- J. Sediment control practices must be established on downgradient perimeters and upgradient of any buffer zones.
- K. If downgradient sediment controls are overloaded, based on frequent failure or excessive maintenance requirements, install additional upgradient sediment control practices or redundant BMPs to eliminate the overloading.
- L. Sediment control practices must be established at the base of stockpiles on the downgradient perimeter prior to the initiation of stockpiling.
- M. Stockpiles must be located outside of natural buffers or surface waters, including stormwater conveyances (e.g., curb and gutter systems) unless there is a bypass.
- N. Permittees must install temporary sediment basins as required in Section 14 of the NPDES Permit.
- O. Inlet protection BMPs shall be placed at all storm sewer system inlets prior to any work in those areas until permanent cover on all areas that receive discharge from the inlet are established.
- P. Inlet protection may be removed for a particular inlet if a safety concern is identified, and it must be documented in this SWPPP.
- Q. Vehicle tracking BMPs must be established where vehicles are exiting the site to minimize street tracking. Sediment tracked onto a public street must be removed within 24 hours.
- R. Must re-install all sediment control practices adjusted or removed to accommodate short-term activities immediately after the short-term activity is completed or before the next precipitation event even if the short-term activity is not complete.
- S. Street sweeping must be used in addition to vehicle tracking BMPs if the vehicle tracking BMPs alone are not adequate to prevent sediment tracking.
- T. Topsoil must be preserved unless infeasible.
- U. Soil compaction must be minimized.
- V. Discharges from BMPs must be directed to vegetated areas, unless infeasible.
- W. 50-foot natural buffers must be preserved or (if maintaining buffer is infeasible) redundant sediment controls must be provided when a surface water is located within 50 feet of the project's earth disturbances and drains to the surface water.
- X. Any sediment control made of soil must be temporarily or permanently stabilized within 24 hours.

Dewatering:

Dewatering related to the construction activity must comply with MNR100001 Permit 2023 reference 10 of the NPDES Permit. Dewatering must not cause nuisance conditions in surface waters. Turbid or sediment-laden waters must be discharged to a sediment control designed to prevent discharges with visual turbidity. It is prohibited to use receiving waters as part of the treatment area. Visual inspection and photos must be taken every 24 hours of operation to ensure adequate treatment has been obtained and nuisance conditions will not result from the discharge. If nuisance conditions occur from the discharge, dewatering must cease immediately, and corrective actions must occur before dewatering is resumed. Discharge from dewatering must be protected from erosion and scouring by an acceptable energy dissipation method, such as rock riprap, or sandbags. If using filters with backwash water, backwash water must be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into the site in a manner that does not erode into runoff.

Temporary dewatering activities may be required. Therefore, it is possible that a permit for the temporary appropriation of waters of the state, non-irrigation from MNDNR will be required for this project. The contractor is responsible for obtaining this permit prior to commencing dewatering activities.

Site Inspection and Maintenance:

Inspections must comply with MNR100001 Permit 2023 reference 11 of the NPDES Permit. A trained person (as identified in item 21.2.b. of the NPDES Permit) must inspect the entire construction site a minimum of once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. Inspect and maintain all temporary and permanent stormwater treatment BMPs, and erosion prevention and sediment control BMPS until the site has undergone final stabilization and the NOT has been submitted. Inspect areas adjacent yo the project, surface water including drainage ditches and conveyance systems for evidence of erosion and sediment deposition. Inspect construction site vehicle exit locations, streets, and curb and gutter systems within and adjacent to the project for evidence of sedimentation from erosion or tracked sediment from vehicles. Inspect infiltration areas for signs of sediment deposition and compaction.

Record all inspections and maintenance activities in writing within 24 hours of above stated rainfall. Submit inspection reports in a format that is acceptable to the project engineer. Include the following in the records of each inspection:

- A. Date and time of inspection.
- B. Name of person(s) conducting inspection.
- C. Accurate findings of inspections, including the specific location where corrective actions are needed.
- D. Corrective actions taken (including dates, times, and party completing maintenance activities).
- E. Date and amount of all rainfall events greater than 0.5 inch in 24 hours. Rainfall amounts must be obtained by a properly maintained rain gauge installed onsite, or by a weather station that is within one mile or by a weather reporting system.
- F. If any discharge is observed during the inspection, it must be recorded. Discharge should also be photographed and described.

- G. Any amendments to the SWPPP proposed as a result of the inspection must be documented as required in Section 6 within seven (7) calendar days.
- H. All photographs of dewatering activities and documentation of nuisance conditions as a result of dewatering

Maintenance requirements are as listed below:

- A. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow.
- B. All deltas and sediment deposits must be removed from surface waters (including drainage ways, catch basins, and other drainage systems). Removal and stabilization must be completed within seven days of discovery. Contact all appropriate authorities prior to working in surface waters.
- C. Sediment on paved surfaces must be removed within one calendar day of discovery, or within a shorter time to avoid a safety hazard.
- D. Perimeter control devices must be repaired, replaced, or supplemented when nonfunctional or sediment reaches one-half the height of the device. Complete repairs by the end of the next business day following discovery.
- E. Temporary and permanent sediment basins must be drained, and sediment removed when the depth of sediment collected reaches one-half storage volume within 72 hours of discovery.
- F. Dewatering operations must be inspected and photographed at the beginning and at least once every 24 hours during operation.
- G. Repair or replace inlet protection devices within 24 hours of discovery when they become nonfunctional, or sediment reaches 1/2 the height and/or depth of the device.

Methods to minimize soil compaction and preserve topsoil:

The contractor is responsible for marking areas that are not to be disturbed on the site. These areas must be marked prior to any construction occurring with stakes, flags, signs, or other appropriate methods. The contractor is responsible for not allowing construction equipment and vehicles to enter these areas in order to minimize soil compaction. Whenever feasible, the contractor must preserve topsoil from the construction site.

Pollution Prevention Measures:

- A. Store all construction materials that have potential to leach pollutants, landscape materials, pesticides, fertilizers, and treatment chemicals under cover (e.g., plastic sheeting or temporary roofs) to minimize contact with stormwater.
- B. Store, collect and dispose solid waste in compliance with Minn. R. Ch. 7035.
- C. Limit vehicle and equipment washing to a defined area of the site. Contain runoff from the washing area to a temporary sediment basin or other effective control. Properly dispose of all waste generated by vehicles and equipment washing. Engine degreasing is not allowed on the site.
- D. Provide effective containment for all liquid and solid wastes generated by washout of concrete, stucco, paint, form release oils, curing compounds and other construction materials. Liquid and solid washout wastes must not contact the ground. The liquid and solid waste that is produced must be disposed of in compliance with the MPCA rules. A sign must be installed indicating the location of the washout facility.
- E. Portable toilets must be positioned so that they are secure and sanitary waste will be properly disposed of.
- F. Fuel and maintain vehicles in a designated contained area whenever feasible. Use drip pans or absorbents to prevent the discharge of spills or leaked chemicals. Provide a spill kit at each location that vehicles and equipment are fueled or maintained at. Spills must be reported and cleaned up immediately as required by Minn. Stat. 115.061.
- G. Store all hazardous materials and toxic waste (including but not limited to oil, diesel fuel, gasoline, hydraulic fluids, paint, petroleum-based products, wood preservatives, additives, curing compounds, and acids) in sealed containers with secondary containment. Storage and disposal of hazardous waste materials must be in compliance with Minn. R. ch. 7045

Permit Termination Conditions:

A Notice of Termination (NOT) can be submitted to the MPCA once the following guidelines are met:

- A. Permanent uniform perennial vegetative cover must be established at minimum 70% density of its expected final growth.
- B. The permanent stormwater treatment system is constructed, meets all requirements, and is operating as designed.
- C. All temporary synthetic erosion prevention and sediment control BMPs must be removed, and the surrounding area must be restored to as designed.
- D. Clean out sediment from conveyance systems and permanent stormwater treatment systems (return to design capacity).
- E. For residential construction only, permit coverage terminates on individual lots if the lot is sold to the homeowner, structures are finished, and permanent cover is established. If permanent cover is not established install temporary erosion protection and downgradient perimeter control and distribute the MPCA's Homeowner Fact Sheet.
- F. For construction on agricultural lands, the disturbed land must be returned to its preconstruction agricultural use.
- G. When submitting the NOT ground or aerial photographs must be included to show the requirements of Section 13.2 of the NPDES Permit have been met.

Stabilization Time Frames:

- A. Initiate stabilization immediately when construction has temporarily or permanently ceased on any portion of the site. Complete stabilization within the time frame listed. In many instances this will require stabilization to occur more than once during the course of the project.
- B. Stabilize wetted perimeter of ditch (i.e. where the ditch gets wet).
- C. Application of mulch, hydromulch, tackifier and polyarylamide are not acceptable stabilization methods in these areas.

PRELIMINARY



CIVIL
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
SWPPP NOTES

DATE:	05.20.24
REV DATE:	----
REV NUM:	----
RECORD:	----
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-004

- D. Stabilize all areas of the site prior to the onset of winter. Any work still being performed will be snow mulched, seeded, and blanketed within the time frames in the NPDES permit.

E. Topsoil berms must be stabilized in order to be considered perimeter control BMPS. Use rapid stabilization method 2, 3, or 4 as directed by the engineer. The seed mix used in the rapid stabilization may be substituted as follows:

a. Single year construction between May 1- August 1, seed with seed mixture 21-111

b. Single year construction between August 1and October 31, seed with seed mixture 21-112

c. Multi-year construction 22-111

F. Keep ditches and exposed soils in an even rough graded condition in order to be able to apply erosion control mulches, hydromulches and blankets.

G.

Area

Time Frame

Last 200 lineal feet of drainage ditch or swale

Within 24 hours of connection to surface water or property edge

Remaining portions of drainage ditch or swale

14 days (or 7 days per Section 23 of the NDPES Permit)

Pipe and culvert outlets

24 hours

Exposed soils and stockpiles

14 days (or 7 days per Section 23 of the NPDES Permit)

Within 200 feet of a public water

24 hours

Temporary Sediment Basins:

The contractor must construct the temporary sedimentation basins to be compliant with MNR100001 Permit 2023 reference 14 of the NPDES Permit. Temporary sediment basins must be located outside of surface waters and any buffer zone and constructed prior to disturbing 10 or more acres of soil draining to a common location (5 acres for sites discharging to a special or impaired water).

Permanent Stormwater Treatment Systems:

The contractor must design and implement the permanent stormwater treatment systems to be compliant with MNR100001 Permit 2023 reference 15 of the NPDES Permit.

Person, organization, or entity responsible for long term maintenance of permanent stormwater treatment system:
Three Rivers Park District

Infeasibility Documentation:

No infeasible documentation requirements are anticipated for the project.

Record Retention:

The SWPPP must be kept at the site during construction by the permittee who has operational control of that portion of the site. The SWPPP and associated records must be stored and maintained by an employee or representative of the Owner for 3 years after the submission of the NOT. Responsibility for overseeing the records will be transferred to another employee or representative should the current personnel become uninvolved with the project or Owner. These records must include the following:

1. The final SWPPP

2. Any other stormwater related permits required for the project

3. Records of all inspection and maintenance conducted during construction

4. All permanent operation and maintenance agreements that have been implemented, including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance

5. All required calculations for design of the temporary and permanent Stormwater Management Systems.

Permanent Cover:

Permanent cover is achieved when vegetative cover is established at minimum 70% density of its expected final growth. This can be done by using permanent seeding with mulch, erosion control blankets, riprap, gravel, concrete, bituminous, etc. The specific permanent cover types can be found in the plan sheets.

Chemical Treatment Systems:

Must use polymers, flocculants, or other sedimentation treatment chemicals in accordance with accepted engineering practices. Must be in compliance with MNR100001 Permit 2023 reference 9.18 of the NPDES Permit and Minn. R. 7090.

PRELIMINARY



CIVIL

90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK

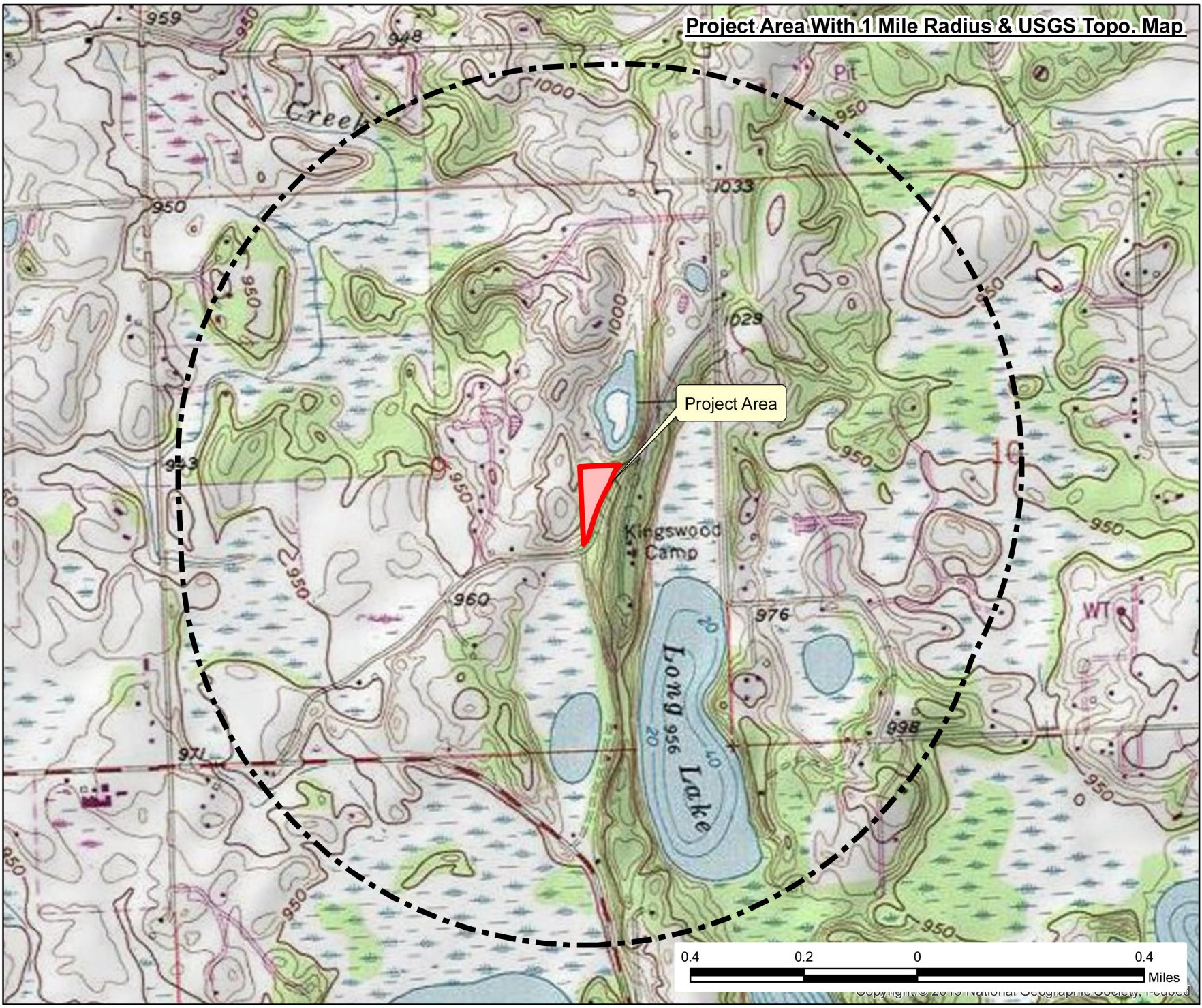
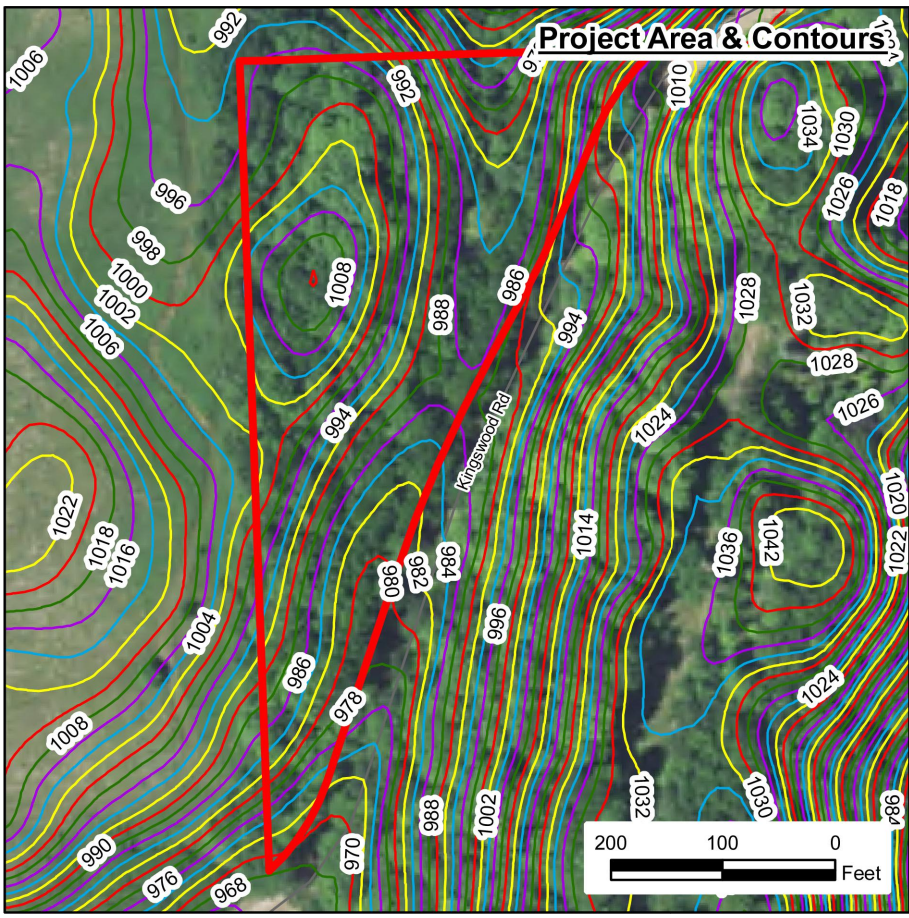
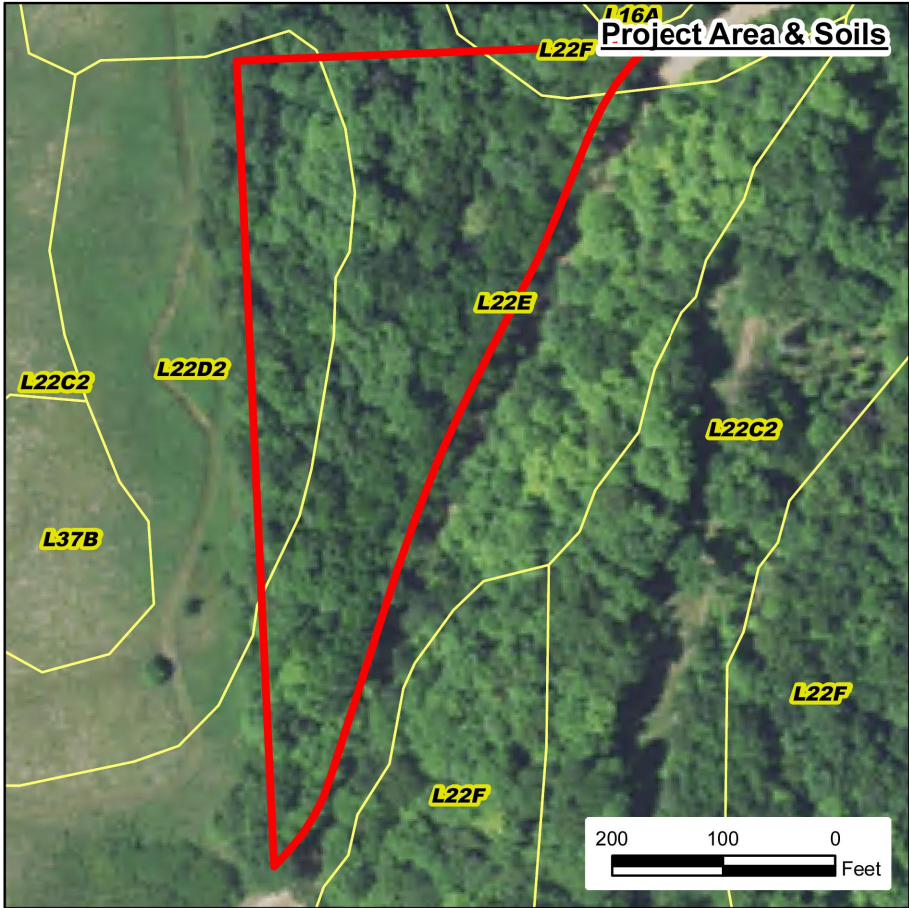
THREE RIVERS PARK DISTRICT

MINNETRISTA, MINNESOTA

SWPPP NOTES

DATE:	05.20.24
REV DATE:	---
REV NUM:	--
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-005



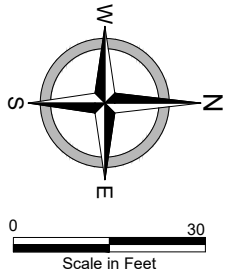
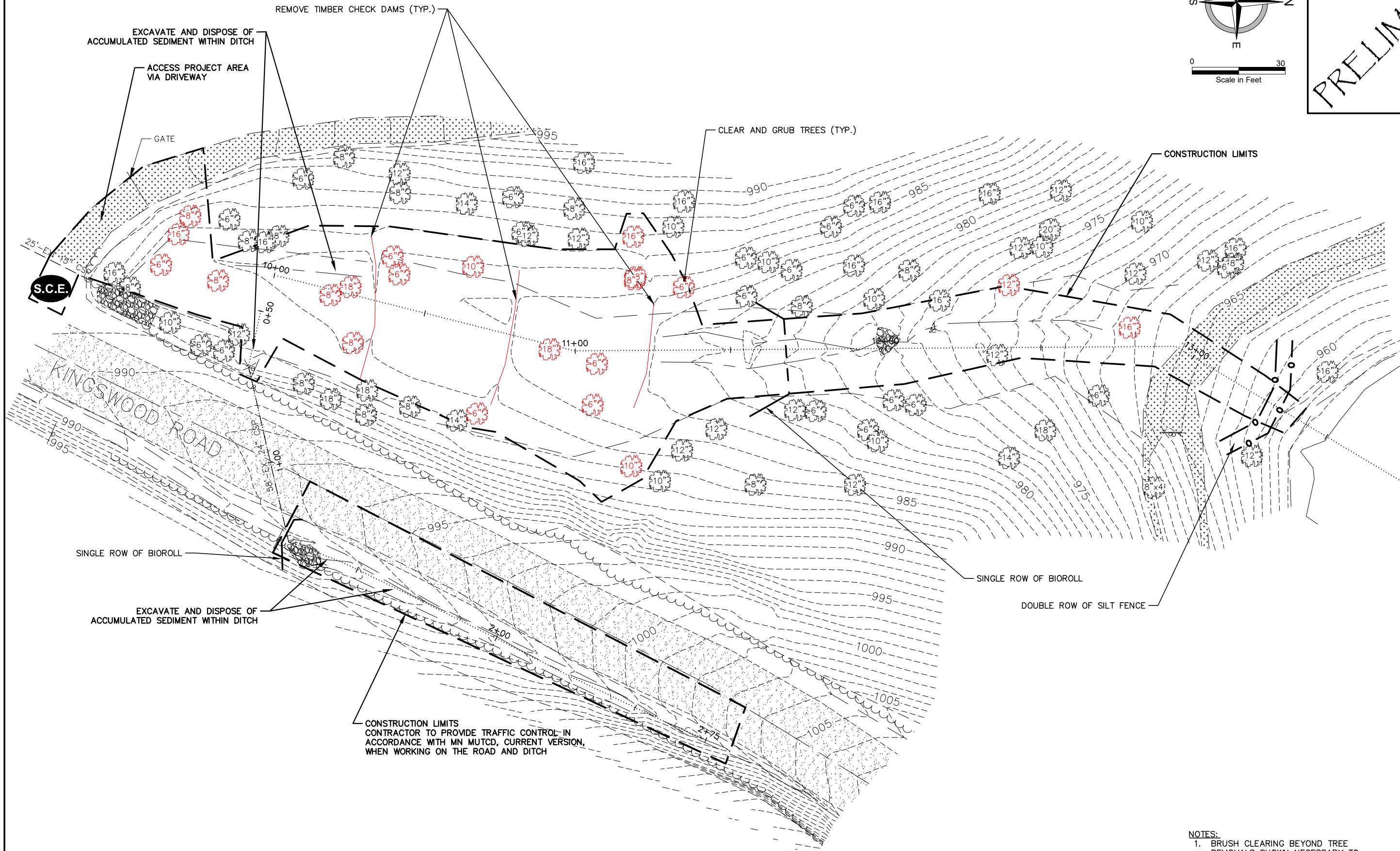
PRELIMINARY



CIVIL
90% CONSTRUCTION PLANS RAVIDE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
SWPPP MAPS

DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-006



PRELIMINARY

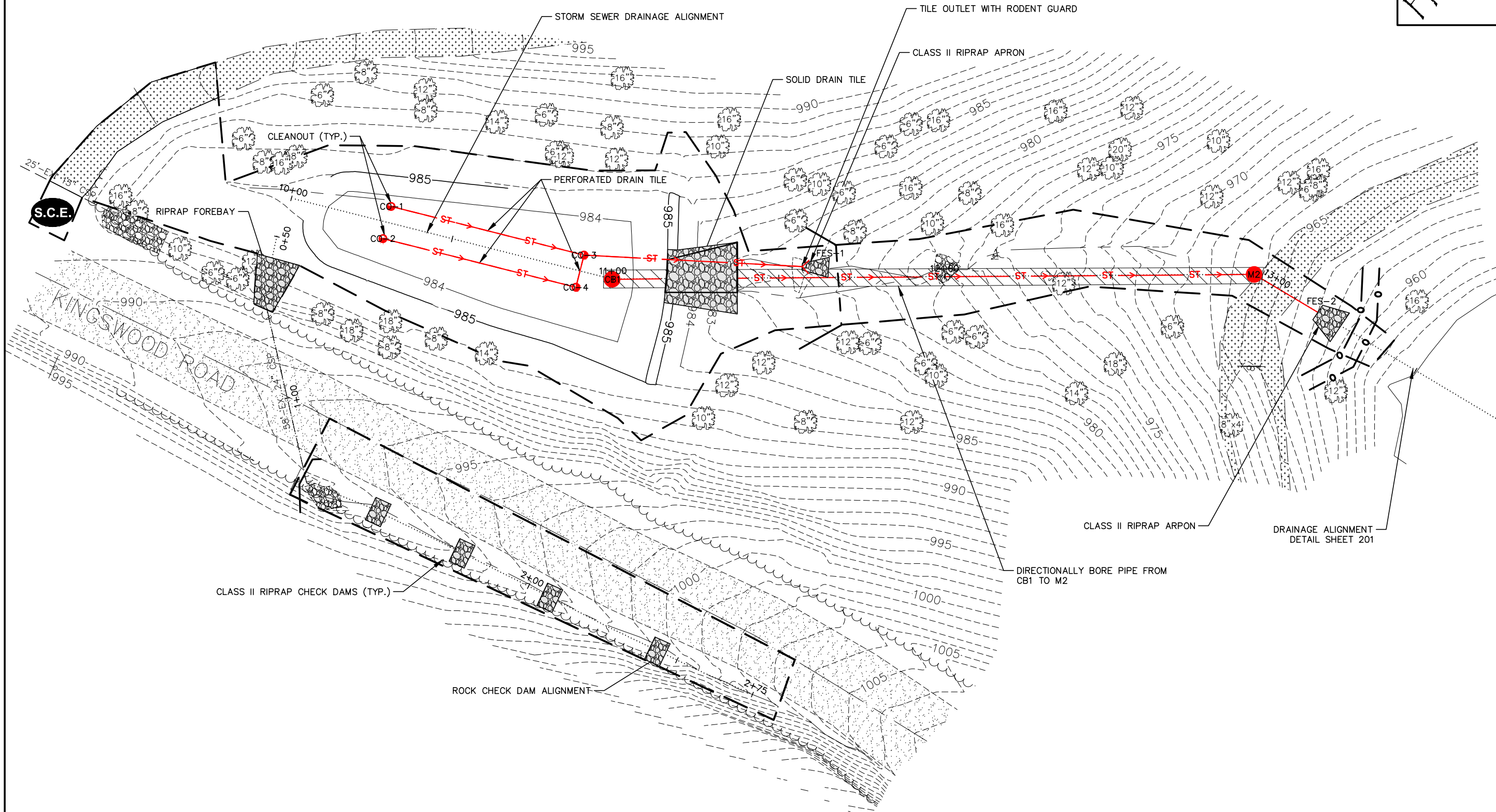


PROJECT LAYOUTS
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
EXISTING CONDITIONS, REMOVALS, AND TEMPORARY EROSION CONTROL

DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

NOTES:
1. BRUSH CLEARING BEYOND TREE REMOVALS SHOWN NECESSARY TO COMPLETE CONSTRUCTION IS INCIDENTAL TO TREE REMOVAL BIT ITEM.

FILE LOCATION: R:\Projects\22000\22300\22309A\CIVIL\PRODUCTION\22309A_ProjectLayouts.dwg



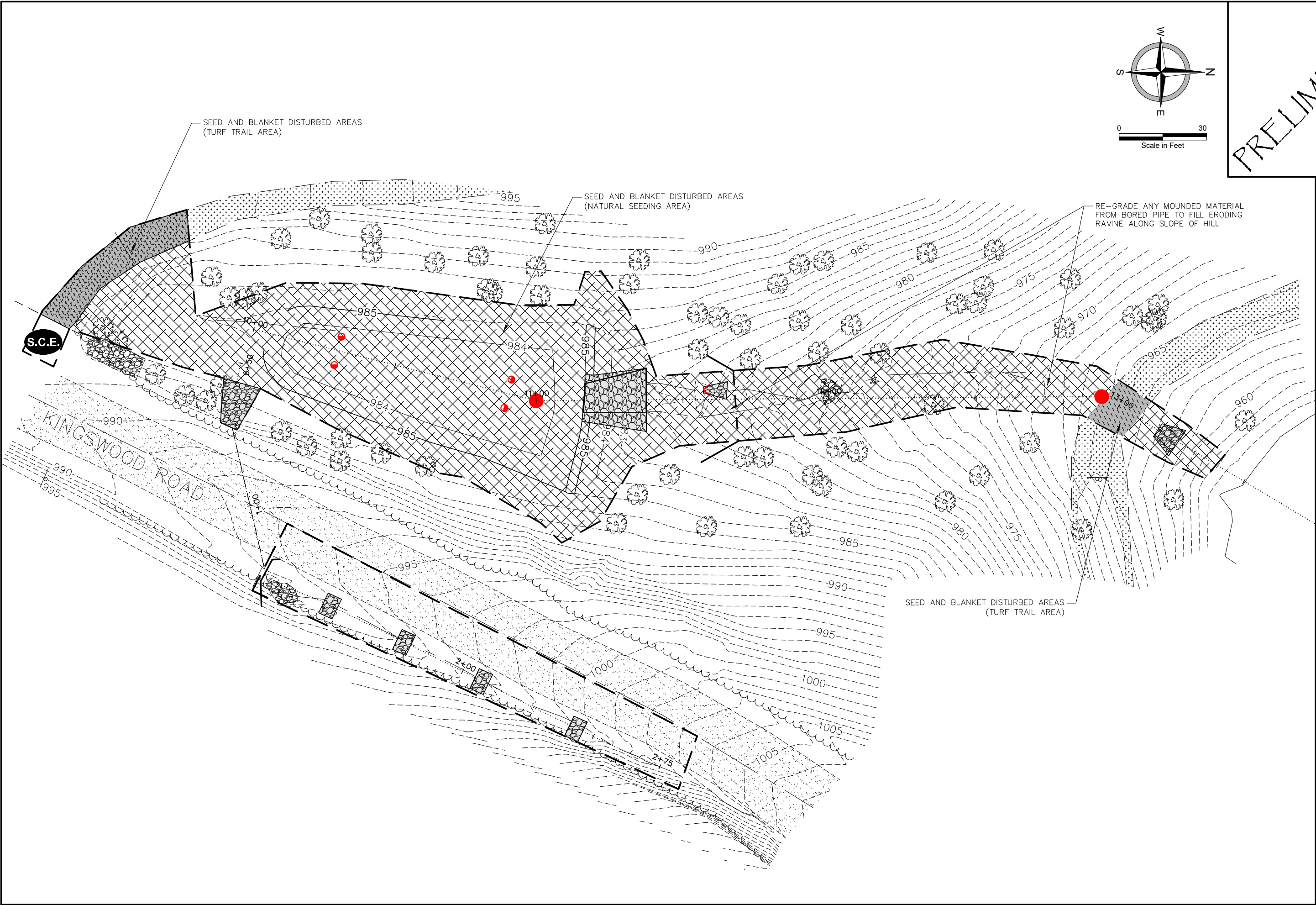
PRELIMINARY



PROJECT LAYOUTS
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
PROPOSED CONDITIONS

DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-102



PRELIMINARY

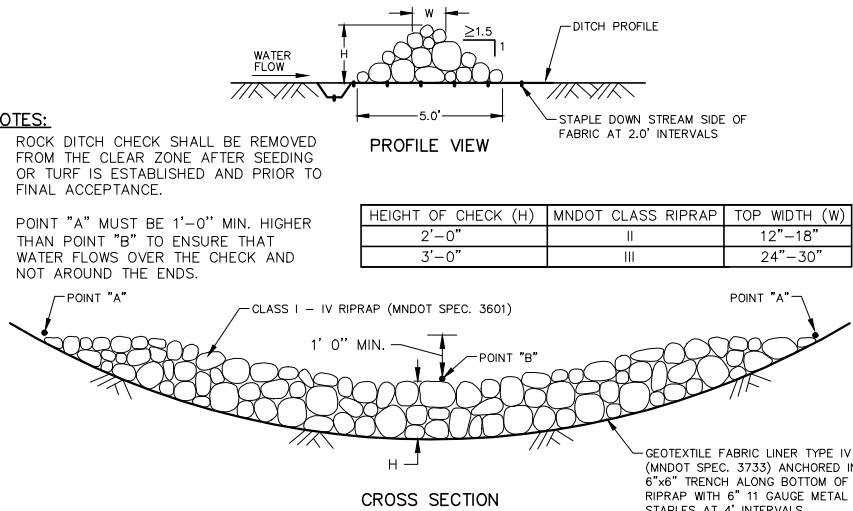


PROJECT LAYOUTS
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
SITE RESTORATION

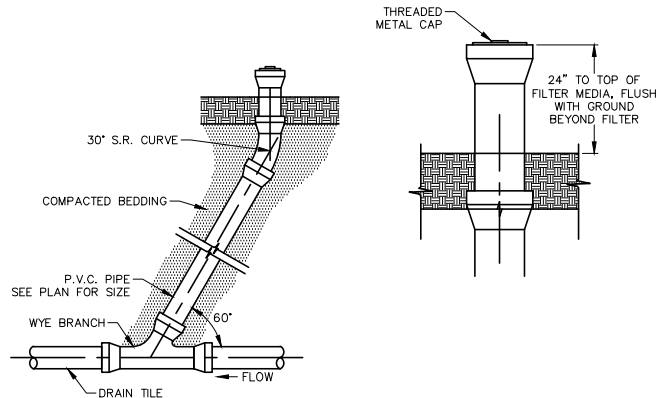
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REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

NOTES:

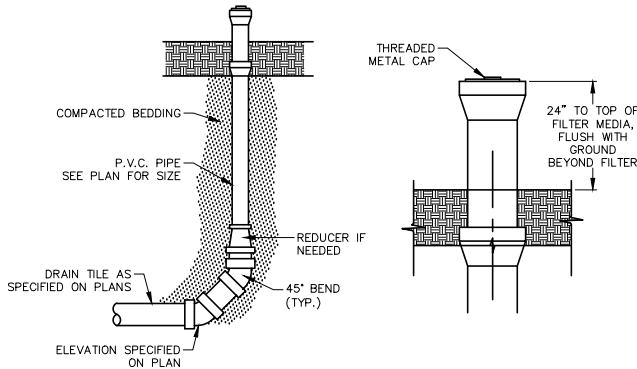
1. ROCK DITCH CHECK SHALL BE REMOVED FROM THE CLEAR ZONE AFTER SEEDING OR TURF IS ESTABLISHED AND PRIOR TO FINAL ACCEPTANCE.
2. POINT "A" MUST BE 1'-0" MIN. HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE CHECK AND NOT AROUND THE ENDS.



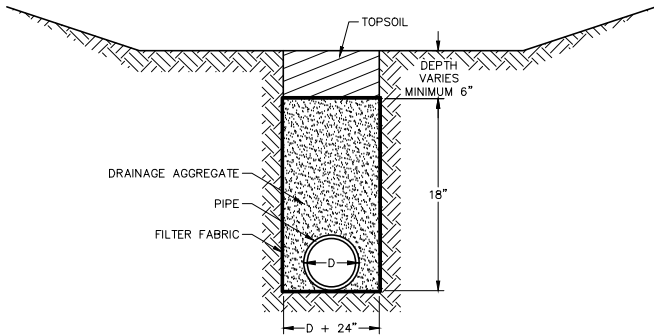
ROCK CHECK
NO SCALE EPSC-IN-2 10.30.19



DRAIN TILE CLEANOUT - ON LINE
NO SCALE UTILITY-SS-33.1 10.30.19

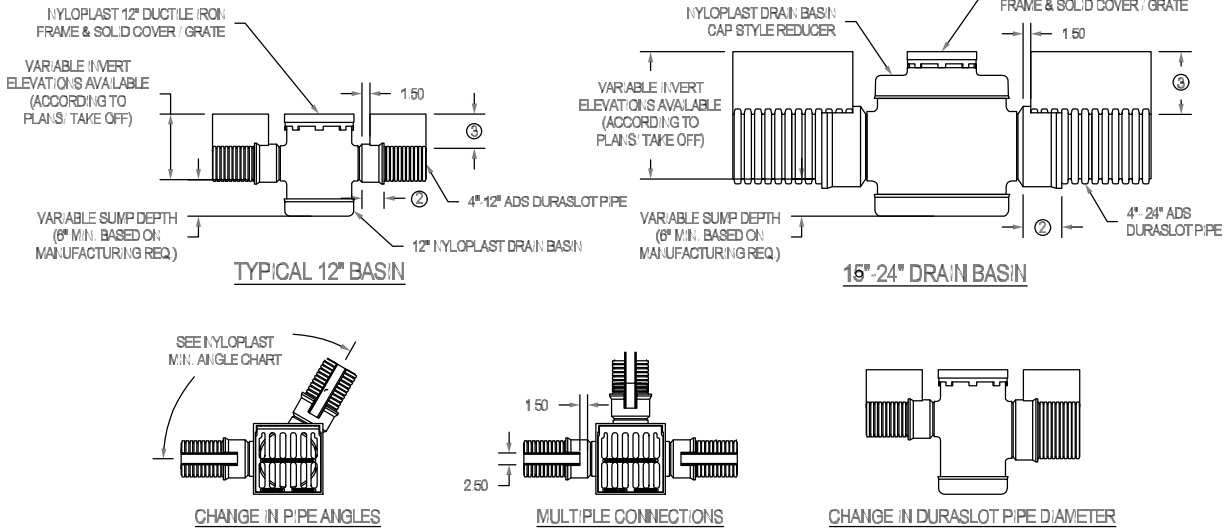


DRAIN TILE CLEANOUT - BRANCH
NO SCALE UTILITY-SS-33.2 10.30.19



STORM SEWER TRENCH - PIPE IN GREEN SPACE
NO SCALE

NYLOPLAST DRAIN BASIN STANDARD DETAIL FOR 4" - 24" DURASLOT PIPE



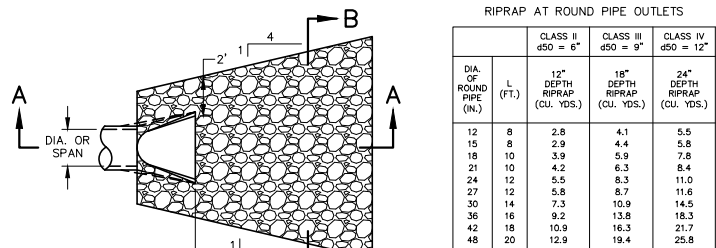
USES FOR DURASLOT BASINS

- 1 - NYLOPLAST 12" FRAMES & SOLID COVERS/GRATES SHALL CONFORM TO ASTM A 566 GRADE 70 60 05 FOR DUCTILE IRON.
- 2 - ADAPTERS FOR DURASLOT CONNECTION RANGE BETWEEN 4" - 24". SEE DRAWING NO. 7001-110-276 FOR ADS IN-12 BELL INFORMATION.
- 3 - SLOT HEIGHT VARIES DEPENDING ON DESIGN CRITERIA. SLOT HEIGHT CAN RANGE FROM 2.5" TO 36". 15" - 24" BASINS WILL REQUIRE SLOTS TALLER THAN STANDARD 2.5" - 6" SLOTS.
- 4 - ENCASE ADAPTER IN CONCRETE TO SEAL CONNECTION BETWEEN ADS DURASLOT PIPE AND NYLOPLAST TEE BODY.
- 5 - RECTANGULAR SLOTS ARE TO BE CUT INTO BELL ON NYLOPLAST TEE DURING THE MANUFACTURING PROCESS TO ALLOW PIPE AND TEE TO FIT PROPERLY.
- 6 - 15" AND 24" REDUCERS ARE A CUSTOM PART. 15" X 12" CONE STYLE REDUCER IS TYPICAL BUT REQUIRES TOP TO BE TRIMMED. BASINS WITH REDUCERS WILL REQUIRE CUSTOM SLOT HEIGHTS.
- 7 - DIMENSIONS ARE FOR REFERENCE ONLY. ACTUAL DIMENSIONS MAY VARY. DIMENSIONS ARE IN INCHES.

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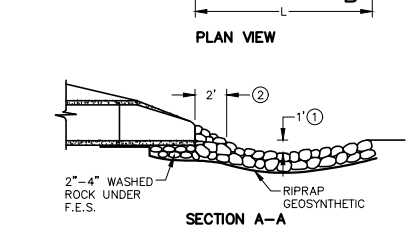
DRAWN BY	MMH	MATERIAL	3180 VERONA AVE BURLINGTON, GA 30606 PH (770) 982-2448 FAX (770) 982-2480 WWW.NYLOPLAST.US.COM
DATE	3/27/20	PROJECT NO./NAME	
APPROD BY	MMH	TITLE	12" - 24" DRAIN BASIN STANDARD DETAIL FOR 4" - 24" DURASLOT PIPE
DATE	3/27/20	DWG NO.	7001-110-572
DWG SIZE	A	SCALE	1/2" = 1' SHEET 1 OF 1
		REV	A

- NOTES FOR ENGINEER:
1. PIPE SIZES LARGER THAN THOSE SHOWN REQUIRE A SPECIAL DESIGN.
 2. TABLES ARE FOR QUANTITIES USING MNDOT RIPRAP CLASSES AND SHOULD BE REMOVED.



RIPRAP AT ROUND PIPE OUTLETS

		CLASS II d50 = 6"	CLASS III d50 = 9"	CLASS IV d50 = 12"
DIA. OF ROUND PIPE (IN.)	L (FT.)	12" DEPTH RIPRAP (CU. YDS.)	18" DEPTH RIPRAP (CU. YDS.)	24" DEPTH RIPRAP (CU. YDS.)
12	8	2.8	4.1	5.5
15	8	2.9	4.4	5.8
18	10	3.9	5.9	7.8
21	10	4.2	6.3	8.4
24	12	5.5	8.3	11.0
27	12	5.8	8.7	11.6
30	14	7.3	10.9	14.5
36	16	9.2	13.8	18.3
42	18	10.9	16.3	21.7
48	20	12.9	19.4	25.8



RIPRAP AT ARCH PIPE OUTLETS OR BOXES OF EQUIVALENT SPAN WIDTH

		CLASS II d50 = 6"	CLASS III d50 = 9"	CLASS IV d50 = 12"
SPAN OF PIPE ARCH (IN.)	L (FT.)	12" DEPTH RIPRAP (CU. YDS.)	18" DEPTH RIPRAP (CU. YDS.)	24" DEPTH RIPRAP (CU. YDS.)
22	10	3.9	5.9	7.8
28	12	5.5	8.2	10.9
36	14	7.2	10.8	14.3
43	16	9.2	13.7	18.3
51	18	10.9	16.3	21.7
58	20	12.7	19.0	25.4

- NOTES:
1. REQUIREMENTS FOR RIPRAP SIZE AND THICKNESS SHALL BE DESIGNATED IN THE PLANS.
 2. FOR PIPES GREATER THAN OR EQUAL TO 30", USE 1.5'.
 3. MATCH TOP OF RIPRAP TO TOP EDGE (SIDES) OF FLARED END SECTION. MATCH FLOWLINE OF RIPRAP TO FLOWLINE OF FLARED END SECTION.

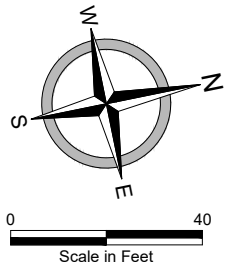
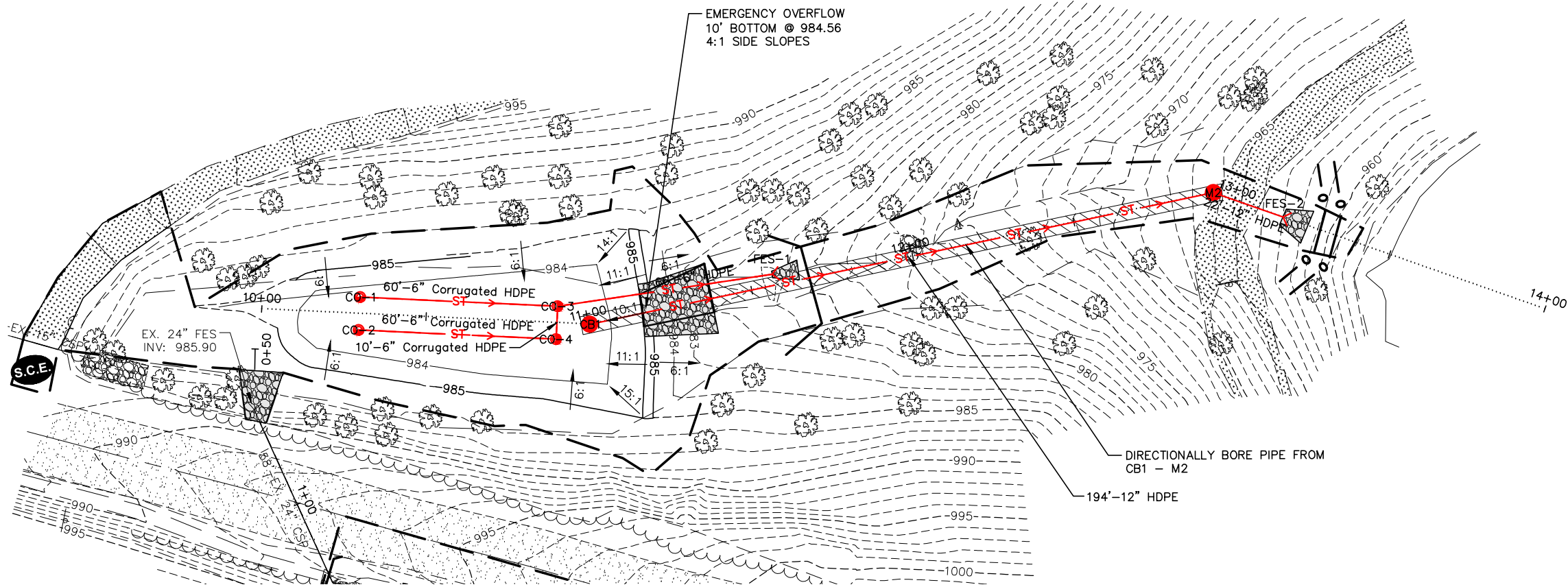
RIPRAP AT FLARED END SECTION OUTLET
NO SCALE MUNI-334000-6 06.21.18

PRELIMINARY



DETAILS
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
DETAILS

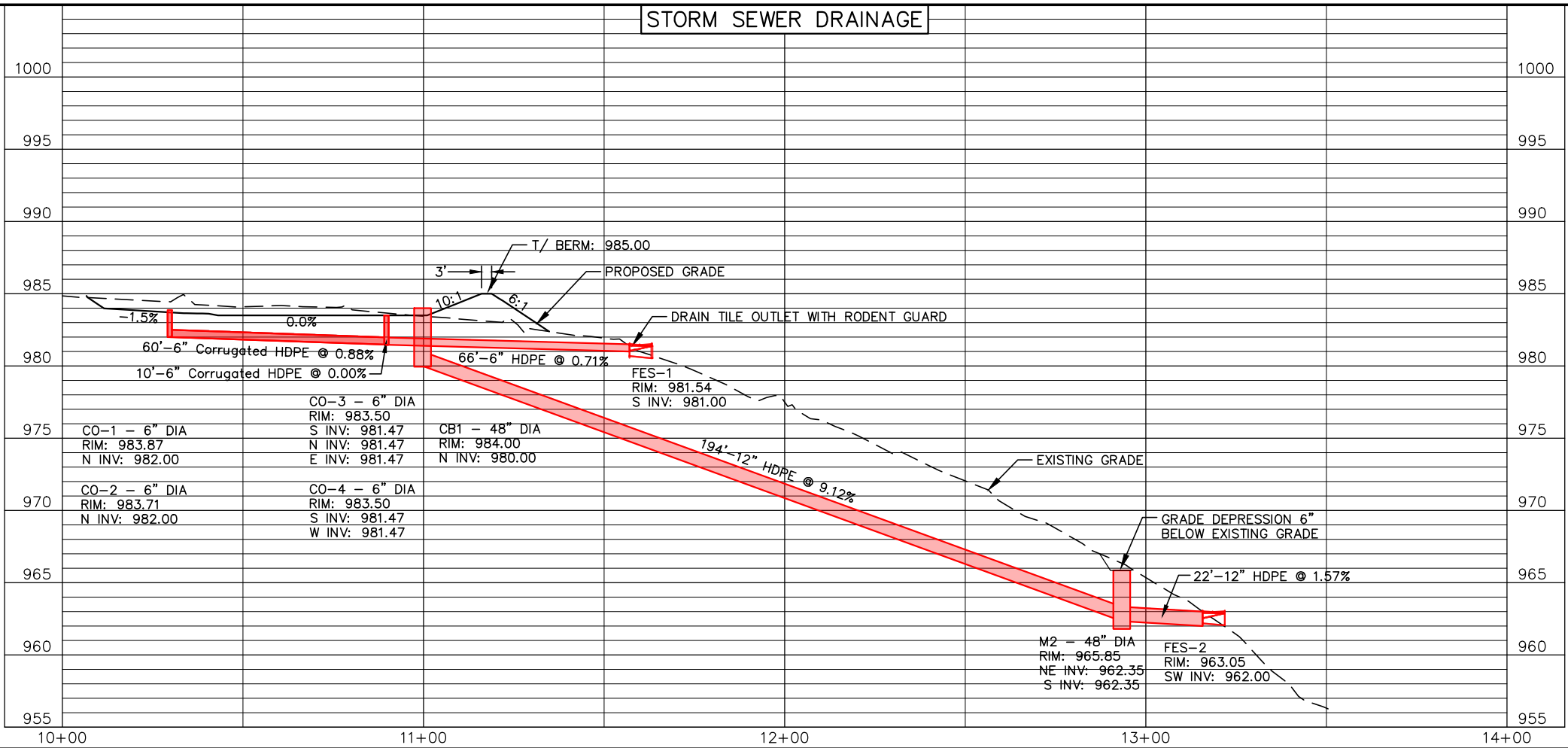
DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE



PRELIMINARY

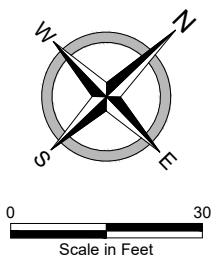
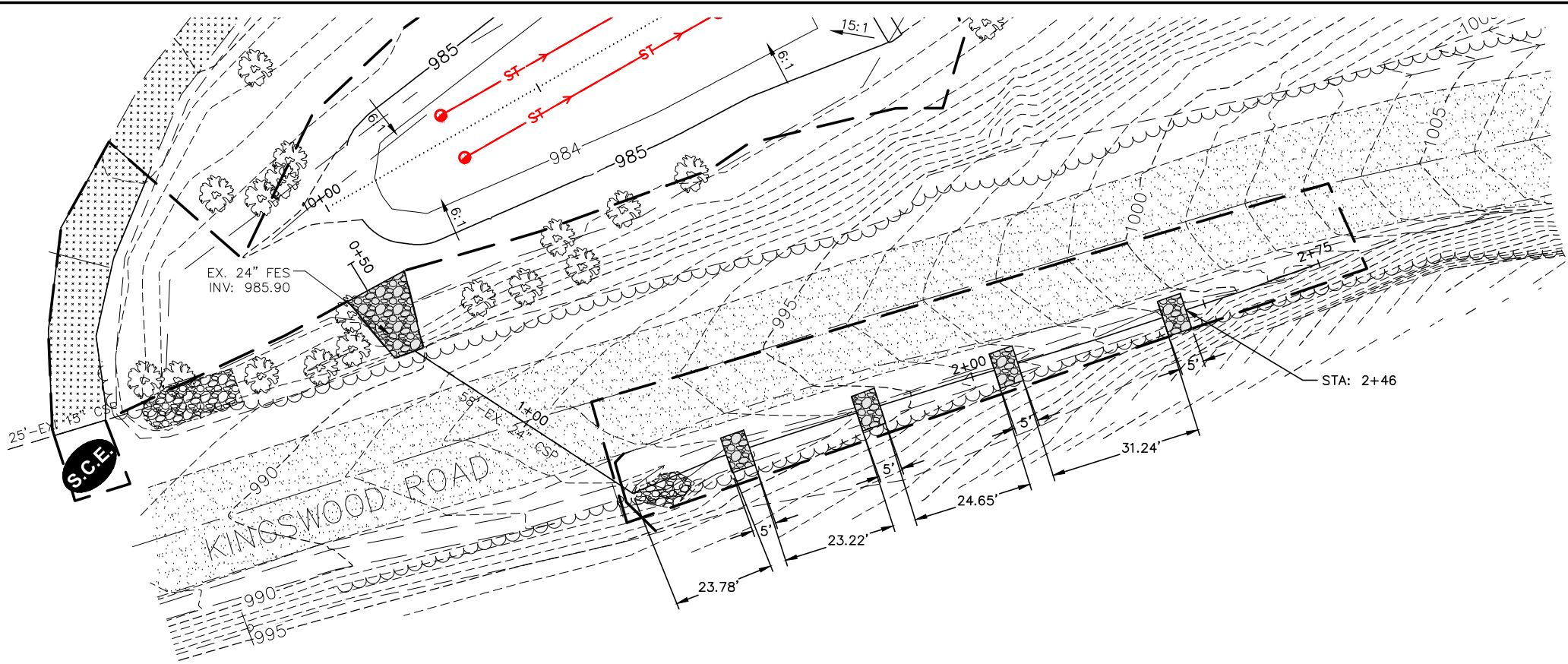


PLAN & PROFILE
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSDOWN PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
STORM SEWER

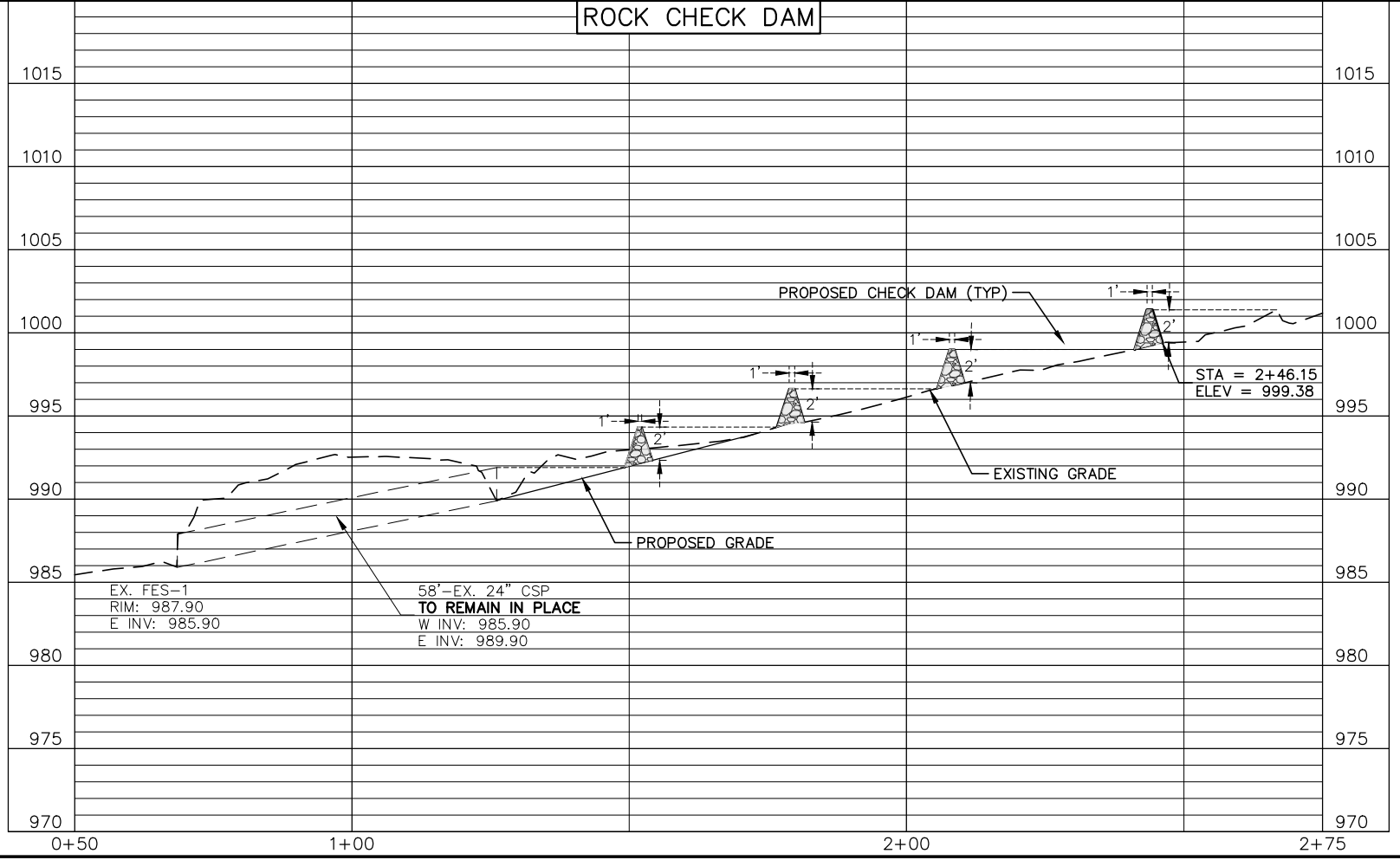


DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-401



PRELIMINARY



PLAN & PROFILE
90% CONSTRUCTION PLANS RAVINE STABILIZATION PROJECT AT KINGSWOOD PARK
THREE RIVERS PARK DISTRICT
MINNETRISTA, MINNESOTA
ROCK CHECK DAM

DATE:	05.20.24
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22309D
MANAGER:	JCM
DESIGNER:	LVK
DRAFTER:	DWA
REVIEWER:	DTE

C-402

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: ROUTINE BUSINESS

Item Number: **4D**

Division: Recreation, Education & Natural Resources

Originating Source: Luke Skinner, Associate Superintendent

Agenda Item: Award of Construction Contract for Ravine Stabilization Project at Kingswood Park

Superintendent's Recommendation:

MOTION TO AWARD A CONTRACT FOR THE KINGSWOOD PARK RAVINE STABILIZATION PROJECT TO SUNRAM CONSTRUCTION, INC., IN THE TOTAL BASE BID AMOUNT OF \$155,706.

Prepared By: Jami Markle, Director of Natural Resources

Background:

An eroding ravine at Kingswood Park is in need of stabilization to improve water quality and wildlife habitat. Due to steep topography and increases in volume and velocity of storm water, the resulting runoff has eroded channels and deposited sediment in the wooded ravine, degrading the understory plant community and transporting sediment and nutrients directly to Kingwood Pond. The proposed solution involves constructing a berm and sediment basin/raingarden, along with a directionally-bored overflow pipe installed to protect the rest of the ravine from sheet flow associated with the existing road culvert. Following construction, forest understory plants will be reestablished and the raingarden will be planted with native pollinator seed and plugs.

The request for proposals yielded responses from two contracting firms. In evaluating the base bids, Sunram Construction, Inc, was the low bidder at \$155,706 (bid tabulation attached). This firm is viewed by staff and our design consultant as a qualified contractor.

This partner-supported construction project will be funded through a \$100,000 cost share from Hennepin County, \$25,000 from City of Minnetrista, \$20,000 from Pioneer-Sarah Creek Watershed Management Commission, and \$10,706 from the Park District's Water Quality CIP.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 2: Parks Matter

Goal 3: Lead by Example

Attachments:

[Kingswood Recommendation and Bid Tabulation.pdf](#)

[Kingswood Park - Sunram Construction - Contract Acceptance 9-19-2024.pdf](#)



Two Carlson Parkway
Suite 110
Plymouth, MN 55447
P: 612.355.7726



August 27, 2024

Three Rivers Park District Board Members
Brian Vlach, Senior Water Resources Manager
3000 Xenium Lane North
Plymouth, MN 55441

RE: Kingswood Channel Stabilization Project
Recommendation of *Notice of Award*

Moore No. 22309A/D

Members of the Park Board,

On August 23, 2024, at 2:00 p.m., sealed quotes were opened for the Kingswood Channel Stabilization Project. A total of two quotes were opened:

- \$155,706.00 (Sunram Construction, Inc.)
- \$164,149.75 (Bituminous Roadways, Inc.)

We have reviewed the bids and have determined that the lowest responsible bid was from Sunram Construction, Inc. in the amount of \$155,706.00. Therefore, we recommend that a contract be awarded to Sunram Construction, Inc.

Enclosed are the bid tabulation, including statement of estimated cost, for your consideration.

Please feel free to contact me with any questions or comments at 612-355-7726.

Sincerely,

Daniel Elmes, PE
Water Resources Engineer

Enclosures: Bid Tabulation

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	ENGINEER'S ESTIMATE		SUNRAM CONSTRUCTION		BITUMINOUS ROADWAYS INC	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	01 20 00	MOBILIZATION	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 17,950.00	\$ 17,950.00	\$ 19,155.00	\$ 19,155.00
2	01 50 00	TRAFFIC CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 800.00	\$ 800.00	\$ 3,365.00	\$ 3,365.00
3	31 10 00	REMOVE TIMBER CHECK DAMS	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,375.00	\$ 3,375.00	\$ 3,070.00	\$ 3,070.00
4	31 10 00	REMOVE TREES	21	EA	\$ 600.00	\$ 12,600.00	\$ 305.00	\$ 6,405.00	\$ 1,350.00	\$ 28,350.00
5	31 22 13	EXCAVATE SEDIMENT	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 13,225.00	\$ 13,225.00	\$ 4,665.00	\$ 4,665.00
6	31 22 13	SALVAGE TOPSOIL (P) (EV)	150	CY	\$ 25.00	\$ 3,750.00	\$ 30.00	\$ 4,500.00	\$ 14.00	\$ 2,100.00
7	31 23 16	COMMON EXCAVATION (P) (EV)	55	CY	\$ 25.00	\$ 1,375.00	\$ 62.00	\$ 3,410.00	\$ 55.00	\$ 3,025.00
8	31 23 16	IMPORTED FILL (P) (EV)	50	CY	\$ 35.00	\$ 1,750.00	\$ 78.00	\$ 3,900.00	\$ 63.50	\$ 3,175.00
9	31 25 00	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 800.00	\$ 800.00	\$ 1,085.00	\$ 1,085.00
10	31 25 00	SEDIMENT CONTROL FENCE	90	LF	\$ 6.00	\$ 540.00	\$ 5.00	\$ 450.00	\$ 4.00	\$ 360.00
11	31 25 00	SEDIMENT CONTROL WATTLE	65	LF	\$ 10.00	\$ 650.00	\$ 5.00	\$ 325.00	\$ 23.50	\$ 1,527.50
12	31 37 16	RIPRAP - CLASS II	115	TON	\$ 80.00	\$ 9,200.00	\$ 100.00	\$ 11,500.00	\$ 106.00	\$ 12,190.00
13	32 92 19	PLANT PLUGS	432	EA	\$ 15.00	\$ 6,480.00	\$ 12.00	\$ 5,184.00	\$ 16.00	\$ 6,912.00
14	32 92 19	TURF ESTABLISHMENT - NATURAL	0.35	AC	\$ 15,000.00	\$ 5,250.00	\$ 18,000.00	\$ 6,300.00	\$ 6,215.00	\$ 2,175.25
15	32 92 19	TURF ESTABLISHMENT - TURF TRAIL	0.05	AC	\$ 15,000.00	\$ 750.00	\$ 35,000.00	\$ 1,750.00	\$ 28,260.00	\$ 1,413.00
16	33 42 00	6" FLARED END SECTION	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00
17	33 42 00	12" FLARED END SECTION	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 2,785.00	\$ 2,785.00	\$ 2,650.00	\$ 2,650.00
18	33 42 00	CLEANOUT	4	EA	\$ 750.00	\$ 3,000.00	\$ 1,515.00	\$ 6,060.00	\$ 1,440.00	\$ 5,760.00
19	33 42 00	6" PERFORATED DRAIN TILE	130	LF	\$ 25.00	\$ 3,250.00	\$ 26.00	\$ 3,380.00	\$ 24.50	\$ 3,185.00
20	33 42 00	6" SOLID DRAIN TILE	66	LF	\$ 30.00	\$ 1,980.00	\$ 2.00	\$ 132.00	\$ 1.00	\$ 66.00
21	33 42 00	12" HDPE STORM SEWER	25	LF	\$ 45.00	\$ 1,125.00	\$ 192.00	\$ 4,800.00	\$ 182.00	\$ 4,550.00
22	33 42 00	12" HDPE STORM SEWER - DIRECTIONALLY DRILLED	195	LF	\$ 225.00	\$ 43,875.00	\$ 227.00	\$ 44,265.00	\$ 216.00	\$ 42,120.00
23	33 42 00	AREA DRAIN	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 6,955.00	\$ 13,910.00	\$ 6,625.00	\$ 13,250.00
					\$ 127,375.00		\$ 155,706.00		\$ 164,149.75	

CONTRACT ACCEPTANCE:

Re: Kingswood Channel Stabilization, Kingswood Park

PO# _____

Awarded to: Sunram Construction, Inc.

The Contract is between Three Rivers Park District existing under the laws of the State of Minnesota, hereinafter referred to as the Owner, party of the first part, and Sunram Construction, Inc. (contractor), hereinafter called the Contractor, party of the second part.

Upon the Owner's acceptance of the Contractor's Proposal, the Contractor, for and in consideration of the payment or payments herein specified, covenants and agrees to perform all Work as indicated and related on the Proposal Form for the completion of the Work in strict conformance with the Contract Documents consisting of the Proposal Form, this Contract Acceptance (hereinafter the Contract), Terms and Conditions of the Contract, Technical Specifications, Drawings, Addenda issued prior to acceptance of the Proposal, other documents listed in the Proposal Form, and modifications by written change order or order for minor change in the Work issued after acceptance of the Proposal. Said Contract Documents are hereby referred to and made a part of this Contract to the same extent as if herein set forth.

In consideration of the covenants and agreements stated above, the Owner hereby accepts the Contractor's Proposal and agrees to pay the Contractor the Contract Sum of \$155,706.00 (with modifications upward or downward, if any, due to increased or decreased quantities of unit price items if applicable).

Contract Sum amount shall include the following.

<u>Proposal Item</u>	<u>Price</u>
<u>Total Base Proposal Amount</u>	<u>155,706.00</u>
<u>Contract Sum</u>	<u>155,706.00</u>

Awarded by Three Rivers Park District:

John Gibbs, Board Chair

Date

Boe R. Carlson, Superintendent

Date

END OF DOCUMENT

TERMS AND CONDITIONS OF THE CONTRACT:

I. Insurance and Bonds

A. Contractor's Liability Insurance

1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor shall provide copies of all insurance certificates to Owner.
2. Contractor's insurance shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:
 - a. Commercial General Liability

Bodily Injury	\$500,000	each person
	\$1,500,000	each occurrence
Property Damage	\$1,500,000	each occurrence
	\$1,500,000	aggregate
 - b. Commercial Automobile Liability

Bodily Injury	\$500,000	each person
	\$1,500,000	each occurrence
Property Damage	\$1,500,000	each occurrence
 - c. Worker's Compensation Insurance
Per State Statute
3. Contractor's insurance policy shall be endorsed to include Three Rivers Park District (Owner) and its representatives as an additional named insured.
4. Contractor's insurance coverage shall be maintained without interruption from date of commencement of the Work until date of final payment. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by the contract within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

B. Bonds or Other Similar Satisfactory Evidence

1. The Contractor shall furnish the Owner with satisfactory evidence within fifteen (15) days following notification of Award of Contract that the Contract can be faithfully performed and that all obligations arising under the Contract can be paid.
 - a. Two forms of satisfactory evidence are required. Satisfactory evidence is defined as:
 - i. Performance Bond and Labor and Material Payment Bond.
2. Each form of satisfactory evidence must be in the full amount of the Contract Sum. Satisfactory evidence shall be in force for the duration of the Contract, including Contractor Warranty periods.

II. Owner Labor Rate Requirements

A. Prevailing labor wage rate requirements will be in effect as described herein:

1. Prevailing labor wage rate requirements will be in effect on Work where:

- a. The estimated total cost of completing the Work is equal to or greater than \$25,000.

Or

- b. The estimated total cost of completing the Work is equal to or greater than \$2,500 and less than \$25,000 and only one trade or occupation is required to complete it.

2. Prevailing labor wage rate requirements will not be in effect on Work where:

- a. The estimated total cost of completing the Work is less than \$2,500.

Or

- b. The estimated total cost of completing the Work is equal to or greater than \$2,500 and less than \$25,000 and more than one trade or occupation is required to complete it.

B. Where labor wage rate requirements are in effect as described above:

1. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, this Contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, no laborer or mechanic employed directly on the project work site by the Contractor, Subcontractor, agent, or other person doing or contracting to do all or a part of the Work of the project, is permitted to work more hours than the prevailing hours of labor unless paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic rate of pay; and a laborer or mechanic may not be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area. Failure to comply with the aforementioned may result in civil or criminal penalties.
2. Each Contractor and Subcontractor performing Work shall post on the project a copy of such wage determination decision at the site of the work in a conspicuous place(s) for the information of the employees working on the project.
3. The Contractor shall submit copies of all payrolls within fourteen (14) days. The Contractor shall be responsible for the submission of payroll copies of all Subcontractors. Payroll copies shall be accompanied by a statement signed by the Contractor indicating that the payrolls are correct and complete, that wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic, including apprentices and trainees, conform with the work he performed.
 - a. A copy of the current labor and wage rates is attached.

4. Withholding of Funds:

- a. If any Contractor fails to pay any laborer, mechanic, apprentice, trainees, watchman or guard, employed or working on the site of the Work, all or part of the wages required by the Contract, the Owner's project representative may, after notice to the Contractor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

III. Work

- A. The term "Work" is defined as the services and construction required by the Contract Documents, and includes all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- B. The Contractor shall perform the Work in accordance with the Contract Documents.
- C. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that said means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

IV. Permits, Fees, and Notices

- A. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all building and construction permits and governmental fees, licenses and inspections necessary for the proper execution and completion of Work.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

V. Product Substitution

- A. Each Proposer, by signing and submitting a Proposal Form, represents that this proposal is based upon the materials and equipment described or designated in the Contract Documents and that, if awarded the Contract, he will furnish or use only materials and equipment so described or designated. No substitution will be considered unless written request has been submitted to the Architect for approval at least four (4) calendar days prior to the date and hour set for receipt of proposals. Each request shall include a complete description of the proposed substitution and any other data or information necessary for a complete evaluation by the Architect. If the Architect approves any proposed substitution, such approval will be set forth in an Addendum.

VI. Preservation of Existing Features

- A. The Contractor shall minimize disruption and damages to existing Project Site features, including but not limited to lawns, trees, existing topography, pavements, and curbing. All construction access and traffic shall be confined to the routes indicated on the Drawings or by the Architect. Any damages to Project Site features outside the specified routes shall be repaired and restored by the Contractor to the satisfaction of the Owner at no cost to the Owner.
- B. [The Owner shall create a photo inventory of pre-construction conditions of the Project Site for later use in determination of changed conditions.

VII. Substantial Completion

- A. Substantial Completion occurs when the Work is sufficiently complete so that the Owner can occupy or utilize the Work for its intended purpose.
- B. For architectural structures a "Certificate of Use and Occupancy" issued by the authority having jurisdiction will be required at the time of Substantial Completion.

VIII. Warranty

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be merchantable and new, that the Work will be free from defects, and that the Work will conform with the requirements of the Contract Documents. Materials, equipment, and Work not conforming to this warranty shall be considered defective. This Warranty excludes damages caused by the Owner due to abuse, improper or insufficient maintenance, or normal wear and tear under normal usage.
- B. The Contractor shall comply with all other warranties referred to in any portion of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirements shall govern.

IX. Correcting Defective Work

- A. All defective material, equipment or Work, whether observed before or after Substantial Completion and whether or not then fabricated, installed or completed, shall be promptly corrected by the Contractor. The Contractor shall be responsible for correcting such defective material, equipment or Work, including compensating the Owner for losses incurred as a result of the defect. If the Contractor fails to correct defective material, equipment or Work, the Owner may correct it at the expense of the Contractor. The amount representing the value thereof shall be deducted by Change Order to the Contract Sum.

X. Schedule of Values

- A. Before the first application for payment, the Contractor shall submit to the Owner a Schedule of Values allocated to various portions of the Work. The Contractor shall be prepared to substantiate its accuracy. With Owner approval, this Schedule of Values will be used as a basis for reviewing the Contractor's application for payment.

XI. Payment

- A. Payment to the Contractor may be made not more frequently than monthly. A total of five percent (5%) will be retained from each approved payment until Substantial Completion and acceptance of Work. Retainage will be released no later than sixty (60) days after Substantial Completion. The Owner may consider reducing the amount retained when less than five percent (5%) of the Contract value remains. Following Substantial Completion, the Owner may withhold no more than:
- 1) 250% of the cost to correct or complete the Work known at the time of Substantial Completion;
 - 2) One percent (1%) of the value of the Contract or \$500, whichever is greater, pending completion and submission of all final paperwork on the Contract.
- B. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- C. When the Contract requires the employment of employees for wages by the bidder, final settlement shall not be made until satisfactory showing is made of a Certificate completed by the Commissioner of Taxation (State of Minnesota, Department of Revenue, Form IC-134 (Withholding Affidavit for Contractors)) indicating compliance with the provisions of Minnesota Statutes Section 290.92.
- D. Final payment shall not be made until the Contractor submits to the Owner Consent of Surety, if any, to final payment.

XII. Prompt Payment to Subcontractors

- A. The Contractor shall pay any Subcontractor within ten days of the Contractor's receipt of payment and/or reduction of retainage from the Owner for undisputed services provided by the Subcontractor. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the Subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

XIII. Subsurface and Physical Conditions

- A. The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
1. Geotechnical data provided by Owner is not warranted by Owner for accuracy and shall be used by Contractor at Contractor's sole risk. If applicable, refer to technical data attached to this Document.
 - a. Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents.
 - b. If the Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then the Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in an emergency), provide notice to Architect about such condition. Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.
 - c. Architect's Review: After receipt of notice, Architect will promptly review the pertinent condition, determine the necessity of the Owner to obtain additional exploration or tests with respect thereto, and inform Contractor of Architect's findings and conclusions.
 - d. The Contract Sum or the Contract Time, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work.
 - e. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time if:
 - (i) Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Sum and Contract Time by the submission of a proposal or becoming bound under a negotiated Contract; or
 - (ii) The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - (iii) Contractor failed to give notice within the time and as required.
 2. Underground Utilities

- a. The exact location of underground utilities such as gas, telephone, fiber optic, electric, cable TV, and pipe lines are unknown. The Contractor shall contact Gopher State One Call for utilities locate at 651-454-0002 before commencing excavation.
- b. The subsurface utility information included in the Construction Documents is utility quality level D. This quality level was determined according to the Construction Institute of the American Society of Civil Engineers guideline document CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."
- c. Refer to Contract Documents Section Subsurface Utility Locate Requirements for additional provisions.

XIV. Safety

- A. Safety Precautions and Programs: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

Safety of Persons and Property: The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- 1) employees on the Work and other persons who may be affected thereby;
- 2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- 3) other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss. The Contractor shall provide all facilities and shall follow all regulations and procedures required by the Occupational Safety and Health Act (OSHA) including, but not limited to, providing and posting all required posters and notices and shall otherwise be responsible for all other mandatory safety laws.

The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

The Contractor shall not permit any part of the construction or Site to be loaded so as to cause damage or create an unsafe condition.

- B. Any and all damage or loss to any property caused in whole or in part by the Contractor or any person or entity for whose performance the Contractor is responsible, shall be promptly remedied at the expense of the Contractor.

XV. Changes in Work

- A. Without invalidating the Contract, the Architect may order changes in the Work within the general scope of the Contract as a modification to the Contract by written Change Order or order for a minor change in the Work. A Change Order may alter the Contract Time and Contract Sum. A Change Order must be signed by both the Owner and Contractor before Work as defined by the Change Order can commence. An order for a minor change in the Work does not involve any adjustments in the Contract Time or Contract Sum. All such changes in the Work must be performed in accordance with the Contract Documents.
- B. Change Orders shall include required adjustments to the Contract Time as well as adjustments to the Contract Sum. Adjustments to the Contract Sum are understood to include costs plus a reasonable allowance for overhead and profit not to exceed ten percent (10%) of the net cost of Work accomplished by the Contractor's own forces, or five percent (5%) of the net cost of Work accomplished by Subcontractors. Subcontractors and subsequent tiers of Contractors may add the same allowance. No further consideration for additional impact upon Contract Sum or Contract Time will be made as result of any Change Order or as cumulative result of any or all Change Orders as may be agreed to by Owner and Contractor.
 - 1. If the Owner and Contractor cannot agree on the cost of a change, the Contractor upon written order signed by the Architect shall promptly proceed with the Work involved. Thereafter, the Architect shall determine the adjustments to Contract Time and Contract Sum on the basis of the reasonable expenditures and savings of those performing the Work and attributable to the change. The Architect's determination shall be final.

XVI. **Owner's Right to Perform Work and to Award Separate Contracts**

- A. The Owner reserves the right to perform related work to the project with the Owner's own forces, and with separate Contractors on the Site under these or similar conditions of the Contract.

XVII. Architect

- A. Where the word "Architect" is referred to throughout the Contract Documents, it shall mean the duly authorized representative of the Owner, which shall be a professional firm commissioned by the Owner directly responsible for a specific project, i.e., Architect, Engineer, or Landscape Architect, acting directly or through its designated representatives who have been delegated the responsibility for preparation of the Contract Documents and administration of the construction, each acting within the scope of the duties and authority delegated to him.

- B. The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents. Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents.

XVIII. Claims and Disputes

- A. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, a change in the Contract time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate the Claim shall rest with the party making the Claim.
- B. Claims by either party must be initiated within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, provided however that any Claim for an extension of time to complete the Contract shall be made within ten (10) days after the Contractor recognizes the condition giving rise to the Claim.

XIX. Termination

- A. The Owner may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for convenience or because of the failure of the Contractor to fulfill its contractual obligations.

XX. Subcontractors

- A. The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. It is further understood that the Owner will have no direct relations with any Subcontractor. Any necessary relations between the Owner and a Subcontractor shall be handled by the Contractor.

XXI. Indemnification

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner and its representatives, agents, and employees from all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, which are attributable to or are the result of a negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the Contractor or the Contractor's Subcontractors, agents, employees, delegates, suppliers, or anyone acting on behalf of the Contractor.

XXII. Nondiscrimination

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. In the hiring of common or skilled labor for the performance of any Work under any Contract or any Subcontract, no Contractor, material supplier, or vendor, shall

by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

2. No Contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or person identified in the preceding paragraph or on being hired, prevent, or conspire to prevent, the person or persons from the performance of Work under any Contract on account of race, creed, or color;
3. A violation of the nondiscrimination clause is a misdemeanor;
4. This Contract may be canceled or terminated, and all money due, or to become due under the Contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this nondiscrimination clause.

END OF SECTION

PROPOSAL FORM [INFORMAL]

Submitted By: Sunram Construction, Inc.

Proposals Requested By: (2:00) PM, (August 23, 2024)

Attention: Brian Vlach-Water Resources Manager)
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441-1299

Re: **Kingswood Channel Stabilization, Kingswood Park**

The undersigned has examined the Contract Documents, consisting of the Proposal Form, Contract Acceptance, Terms and Conditions of the Contract, Technical Specifications, Drawings, Addenda, and other documents listed in the Proposal Form, and is familiar with the site and location of the project, the nature of the Work and local conditions affecting the cost of the Work and hereby proposes to furnish all labor, materials, and equipment required for completing the Work as described, in strict conformance with all requirements of the Contract Documents for the Total Base Proposal Amount of

Unit Price Proposal Schedule

Item No.	Item	Units	Qty	Unit Price	Extension
1	Mobilization	LS	1	\$ <u>17950.00</u>	\$ <u>17950.00</u>
2	Traffic Control	LS	1	\$ <u>800.00</u>	\$ <u>800.00</u>
3	Remove Timber Check Dams	LS	1	\$ <u>3375.00</u>	\$ <u>3375.00</u>
4	Remove Trees	EA	21	\$ <u>305.00</u>	\$ <u>6405.00</u>
5	Excavate Sediment	LS	1	\$ <u>13225.00</u>	\$ <u>13225.00</u>
6	Salvage Topsoil (P) (EV)	CY	150	\$ <u>30.00</u>	\$ <u>4500.00</u>
7	Common Excavation (P) (EV)	CY	55	\$ <u>62.00</u>	\$ <u>3410.00</u>
8	Imported Fill (P) (CV)	CY	50	\$ <u>78.00</u>	\$ <u>3900.00</u>
9	Stabilized Construction Entrance	EA	1	\$ <u>800.00</u>	\$ <u>800.00</u>
10	Sediment Control Fence	LF	90	\$ <u>5.00</u>	\$ <u>450.00</u>
11	Sediment Control Wattle	LF	65	\$ <u>5.00</u>	\$ <u>325.00</u>
12	Riprap - Class II	TON	115	\$ <u>100.00</u>	\$ <u>11500.00</u>
13	Plant Plugs	EA	432	\$ <u>12.00</u>	\$ <u>5184.00</u>
14	Turf Establishment - Natural	AC	0.35	\$ <u>18000.00</u>	\$ <u>6300.00</u>
15	Turf Establishment - Turf Trail	AC	0.05	\$ <u>35000.00</u>	\$ <u>1750.00</u>
16	6" Flared End Section	EA	1	\$ <u>500.00</u>	\$ <u>500.00</u>
17	12" Flared End Section	EA	1	\$ <u>2785.00</u>	\$ <u>2785.00</u>
18	Cleanout	EA	4	\$ <u>1515.00</u>	\$ <u>6060.00</u>

19	6" Perforated Drain Tile	LF	130	\$ 26.00	\$ 3380.00
20	6" Solid Drain Tile	LF	66	\$ 2.00	\$ 132.00
21	12" HDPE Storm Sewer	LF	25	\$ 192.00	\$ 4800.00
22	12" HDPE Storm Sewer- Directionally Drilled	LF	195	\$ 227.00	\$ 44265.00
23	Area Drain	EA	2	\$ 6955.00	\$ 13910.00
				\$	\$
	TOTAL BASE PROPOSAL AMOUNT				\$ 155706.00

One hundred fifty five thousand seven hundred six DOLLARS AND ⁰⁰/₁₀₀ CENTS
(PRINT TOTAL BASE PROPOSAL AMOUNT, IN WORDS, ABOVE)

Submit a proposal on a unit price basis for each item of Work listed in the Unit Price Proposal Schedule.

Where the Contract Documents provide that all or part of the Work is to be unit price Work, Proposer acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of proposals and determining an initial Contract Sum.

The Total Proposal Amount will be determined as the sum of the products of the estimated quantity of each item and the Unit Price Proposal for the item.

Discrepancies between the indicated extension and correct product of the contract quantity and indicated Unit Price will be solved in favor of the correct product. Discrepancies between the indicated sum of any column of figure and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Final payment for all Unit Price Proposal Items will be based on actual installed quantities measured by Three Rivers Park District.

The Total Proposal Amount shall include sales, consumer, use, and similar taxes for the Work provided by the Contractor.

All Proposers shall submit the following information with their Proposal:

1. Disadvantaged Business Enterprise (DBE) Tracking Form
2. Responsible Contractor Verification and Certification Compliance Form (Attachment A and Attachment A-1)

The undersigned acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>8/20/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Responsible Contractor:

The Owner cannot award a construction Contract in excess of \$50,000 unless the Proposer is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Proposer submitting a Proposal in excess of \$50,000 for this Project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor

Verification and Certification of Compliance form (Attachment A). A company owner or officer must sign the Responsible Contractor Verification and Certification of Compliance form under oath verifying compliance with each of the minimum criteria. Proposers must obtain verifications of compliance from all Subcontractors. A Proposer must submit signed copies of verifications and certifications of compliance from Subcontractors upon the Owner's request.

A Proposer or Subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Making a false statement verifying compliance with any of the minimum criteria will render the Proposer or Subcontractor ineligible to be awarded a construction Contract for this Project and may result in the termination of a Contract awarded to a Proposer or Subcontractor that makes a false statement.

A Proposer must also identify each Subcontractor it intends to use on the Project. A Proposer must complete Attachment A-1 and submit it with the Responsible Contractor Verification and Certification of Compliance form, identifying each Subcontractor it intends to use as of the time of Proposal submission. THE COMPLETED FORMS MUST BE SUBMITTED WITH THE PROPOSAL.

If the Proposer retains additional Subcontractors after submitting its Responsible Contractor Verification and Certification of Compliance form (Attachment A), then the Proposer must submit Attachment A-2 within fourteen (14) days of retaining the additional Subcontractor. Documents must be submitted to the Owner.

For Projects in excess of \$50,000, the Contractor may sublet work only to Subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from Subcontractors using a form provided by the Owner. The Contractor must provide such verifications to the Owner prior to execution of the Contract.

Addenda:

Any addenda issued during the call for Proposals shall be covered in the proposal and, in closing a Contract; they will become a part thereof. List on the Proposal Form all addenda received. Failure of a Proposer to receive any addendum shall not release the Proposer from any obligations covered by the Contract Documents, provided said addendum was transmitted to the number or address furnished by the Proposer for transmittal of facsimile (fax), mail or electronic mail (E-mail). It shall be the Proposer's responsibility to make inquiry as to addenda issued. Failure of a Proposer to list all addenda on the Proposal Form may subject a Proposer to disqualification.

Project Completion:

The undersigned agrees to commence said Work as herein provided at the earliest practicable date and in any event not later than October 15, 2024, and to prosecute the same diligently and without delay, and substantially complete this Work not later than December 31, 2024 .

Award of Proposal, Execution of Contract:

It is understood by the undersigned that Three Rivers Park District reserves the right to reject any or all proposals and to waive irregularities and formalities in order to serve the best interests

of Three Rivers Park District and that this proposal may not be withdrawn until forty-five (45) days after the proposal submittal deadline. Three Rivers Park District, at its discretion, reserves the right to solicit additional proposals after the proposal request due date/time.

The Award of Contract, if it be awarded, will be made to the responsible company submitting the lowest responsive proposal, taking into consideration conformity with the specifications, terms of delivery and other conditions imposed in the call for proposals.

The Owner shall have the right to accept Alternates, if any, in any order or combination, unless otherwise specifically provided in the Contract Documents, and to determine the low proposal on the basis of the sum of the Proposal Amount and Alternates accepted.

It is understood that, if accepted by Three Rivers Park District, this Proposal Form becomes a part of the Contract Documents, and failing to comply with any part of this Proposal will be taken as failure of the Contractor to comply with the Contract Documents and will be just cause for rejection of the Work.

Respectfully Submitted:

Proposer is (Corporation) (Partnership) (Individual)

Firm: Sunram Construction, Inc.

Signature: Ryan M. Sunram

Print Name: Ryan M. Sunram

Title: President

Address: 20010 75th Ave. North

Corcoran MN

Zip Code: 55340

Telephone: 763-420-2140

E-Mail: ryan@sunramconstructioninc.com

DISADVANTAGED BUSINESS ENTERPRISE (DBE) TRACKING

All Bidders shall submit the following information with their Bid:

Project Number: Kin 2401

Bid Submitted By: Sunram Construction, Inc.

Disadvantaged Business Enterprise (DBE) percentage of prime and subcontractors (% of total contract value): 10%

Disadvantaged Business Enterprise (DBE) Company Name(s), DBE designation (M, W, SDB, Veteran, etc.), and general description of work scope:

Sunram Construction, Inc. is an SBE and will the excavation,
grading + possibly restoration on this project.

Note: This form is required to be submitted for informational purposes only. There is no minimum DBE goal to be met on this project.

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE ATTACHMENT A

PROJECT NUMBER KIN 2401

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...	
Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 3268. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;'
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearing or was not appealed to the office;'
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;'
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project (Attachment A-1).

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification (Attachment A-2) confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

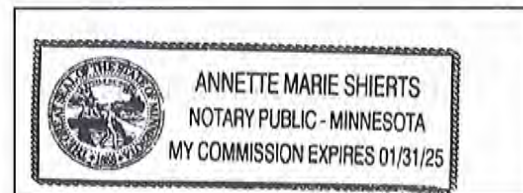
Authorized Signature of Owner or Officer: <i>Ryan M. Sunram</i>	Printed Name: <i>Ryan M. Sunram</i>
Title: <i>President</i>	Date: <i>8/23/24</i>
Company Name: <i>Sunram Construction, Inc.</i>	

Sworn to and subscribed before me this

23 day of AUGUST, 2024

Annette Shier
Notary Public

My Commission Expires: 1-31-25



**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE
ATTACHMENT A-1**

FIRST-TIER SUBCONTRACTORS LIST.

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT NUMBER KIN 2401

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
YTS Clearing	Maple Grove
Bituminous Roadways	Mendota Heights

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE
ATTACHMENT A-2**

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT NUMBER KIN 2401

This form must be submitted to the Owner.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:
All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer: <i>Ryan M. Sunram</i>	Printed Name: <i>Ryan M. Sunram</i>
Title: <i>President</i>	Date: <i>8/23/24</i>
Company Name: <i>Sunram Construction, Inc.</i>	

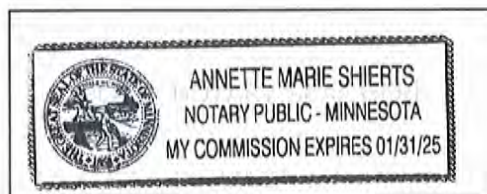
Sworn to and subscribed before me this

23 day of AUGUST, 2024

Annette Shierts

Notary Public

My Commission Expires: 1-31-25



END OF SECTION



NORTH RISK PARTNERS®

August 28, 2024

Sunram Construction, Inc.
20010 75th Avenue North
Corcoran, MN 55340

RE: Bond No. 54260208
Three Rivers Park District

Enclosed please find the requested performance and payment bonds, which we trust you will find in order.

We are also enclosing our invoice for the premium amount due.

Thank you for the opportunity to be of service and if you need anything further, please let us know.

Sincerely,

Sierra McQuoid
Associate Account Manager

AIA® Document A312™ – 2010
Performance Bond

Bond No. 54260208

CONTRACTOR:*(Name, legal status and address)*

Sunram Construction, Inc.
20010 75th Avenue North
Corcoran, MN 55340

SURETY:*(Name, legal status and principal place of business)*

United Fire & Casualty Company
118 2nd Ave. SE
Cedar Rapids, IA 52407

OWNER:*(Name, legal status and address)*

Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

CONSTRUCTION CONTRACT

Date: August 28, 2024

Amount: One Hundred Fifty-five Thousand Seven Hundred Six And No/100
(\$155,706.00)

Description:*(Name and location)*

Kingswood Channel Stabilization Project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: August 28, 2024

(Not earlier than Construction Contract Date)

Amount: One Hundred Fifty-five Thousand Seven Hundred Six And No/100 (\$155,706.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPALCompany: *(Corporate Seal)*

Sunram Construction, Inc.

SURETYCompany: *(Corporate Seal)*

United Fire & Casualty Company

Signature: Ryan M. Sunram

Name Ryan M. Sunram, President
and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*Signature: Sierra McQuoid

Name Sierra McQuoid
and Title: Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

North Risk Partners
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120
() -

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

N/A

Name and Title:

Address

Signature:

N/A

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document A312™ – 2010

Bond No. 54260208

Payment Bond**CONTRACTOR:***(Name, legal status and address)*

Sunram Construction, Inc.
20010 75th Avenue North
Corcoran, MN 55340

OWNER:*(Name, legal status and address)*

Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

CONSTRUCTION CONTRACT

Date: August 28, 2024

Amount: One Hundred Fifty-five Thousand Seven Hundred Six And No/100
(\$155,706.00)

Description:*(Name and location)*

Kingswood Channel Stabilization Project

SURETY:*(Name, legal status and principal place of business)*

United Fire & Casualty Company
118 2nd Ave. SE
Cedar Rapids, IA 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: August 28, 2024

(Not earlier than Construction Contract Date)

Amount: One Hundred Fifty-five Thousand Seven Hundred Six And No/100 (\$155,706.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPALCompany: *(Corporate Seal)*

Sunram Construction, Inc.

Signature: Ryan M. Sunram

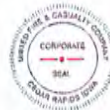
Name
and Title: Ryan M. Sunram, President

*(Any additional signatures appear on the last page of this Payment Bond.)***SURETY**Company: *(Corporate Seal)*

United Fire & Casualty Company

Signature: Sierra McQuoid

Name
and Title: Sierra McQuoid
Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

North Risk Partners
2010 Centre Pointe Blvd.
Mendota Heights, MN 55120

() -

OWNER'S REPRESENTATIVE:*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: N/A

Name and Title:

Address

Signature: N/A

Name and Title:

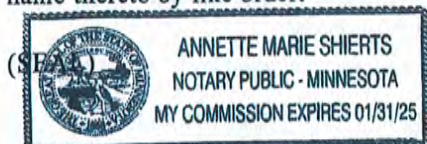
Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On the 28 day of AUGUST, 2024, before me personally appeared, RYAN SUNRAM to me, who being duly sworn, did depose and say: that s/he resides in MINNESOTA that s/he is the PRESIDENT of the SUNRAM CONSTRUCTION INC the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

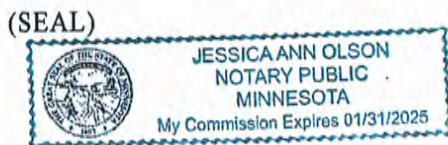


Annette Shierts
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 28th day of August, 2024 before me personally appeared, Sierra McQuoid to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of United Fire & Casualty Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Jessica Ann Olson
Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

NICOLE M. COTY, AMANDA PLANTENBERG, ERIN J. POHLMAN, JACQUELINE RILEY, JESSICA A. OLSON, DEAN SHAVER, MARLENA POPE, SIERRA MCQUOID, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 30th day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

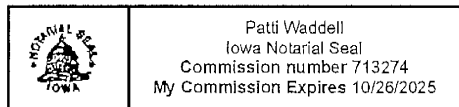
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 30th day of January, 2024

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 30th day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 28th day of August, 2024



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER North Risk Partners 2010 Centre Pointe Blvd. Mendota Heights MN 55120		CONTACT NAME: Michele Miller PHONE (A/C, No, Ext): (651) 379-7800 FAX (A/C, No): (651) 379-7801 E-MAIL ADDRESS: michele.miller@northriskpartners.com															
INSURED Sunram Construction, Inc. 20010 75th Avenue North Corcoran MN 55340-9459		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Western National Mutual</td> <td>15377</td> </tr> <tr> <td>INSURER B: Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td>INSURER C: ACE American Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Western National Mutual	15377	INSURER B: Midwest Employers Casualty Company	23612	INSURER C: ACE American Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER C: ACE American Insurance Company																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 24.25 All Lines

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP1337869	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp 1,000 ☒ Coll 1,000			CPP1336534	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB1056289	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	22-0000465	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Pollution Liability			G28273113004	04/01/2024	04/01/2025	Aggregate 6,000,000 Occurrence 3,000,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Kingswood Channel Stabilization Project: Three Rivers Park District is included as an Additional Insured in regard to the General Liability where required by written contract on a primary and non contributory basis including completed operations. Blanket Additional Insured applies to the Auto Liability and Pollution Liability when required by written contract on a primary non contributory basis. Blanket Waiver of Subrogation applies to the General Liability, Auto Liability, Pollution Liability, Work Comp and Umbrella policies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Three Rivers Park District 3000 Xenium Lane North Plymouth MN 55441-1299	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: ROUTINE BUSINESS

Item Number: **4E**

Division: Planning, Design & Technology

Originating Source: Jonathan Vlaming, Associate Superintendent

Agenda Item: West Mississippi River Regional Trail: National Park Service Grant

Superintendent's Recommendation:

MOTION TO ENTER INTO A GRANT AGREEMENT WITH THE NATIONAL PARK SERVICE FOR \$36,000 FOR REGIONAL TRAIL SUPPORT SIGNAGE AND FACILITIES ALONG THE WEST MISSISSIPPI RIVER REGIONAL TRAIL THROUGH THE CITIES OF BROOKLYN CENTER AND BROOKLYN PARK.

Prepared By: Kelly Grissman, Director of Planning.

Background:

Three Rivers' 2024-2028 Capital Improvement Plan includes \$520,000 in funding to add regional trail signage and support facilities along several regional trails including the West Mississippi River Regional Trail (**See attached: West Mississippi River Regional Trail Map**). The West Mississippi River Regional Trail shares the same corridor as the Mississippi River National Trail and is located within the Mississippi National River Recreation Area - both of which fall under the purview of the National Park Service (NPS). As such, the NPS is interested in providing a grant to Three Rivers Park District in the amount of \$36,000 to support wayfinding signage, kiosks, water, benches, garbage cans, and similar along the trail corridor through Brooklyn Center and Brooklyn Park (**See attached: West Mississippi River Regional Trail NPS Grant**).

Typically, wayfinding signage and support facilities are installed as part of initial construction. However, these trail segments were built by the local communities and only recently turned over to Three Rivers to be operated as part of the regional system. This funding support and investment will help ensure the same level of investment and service is provided on this regional trail corridor as the broader regional trail system.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

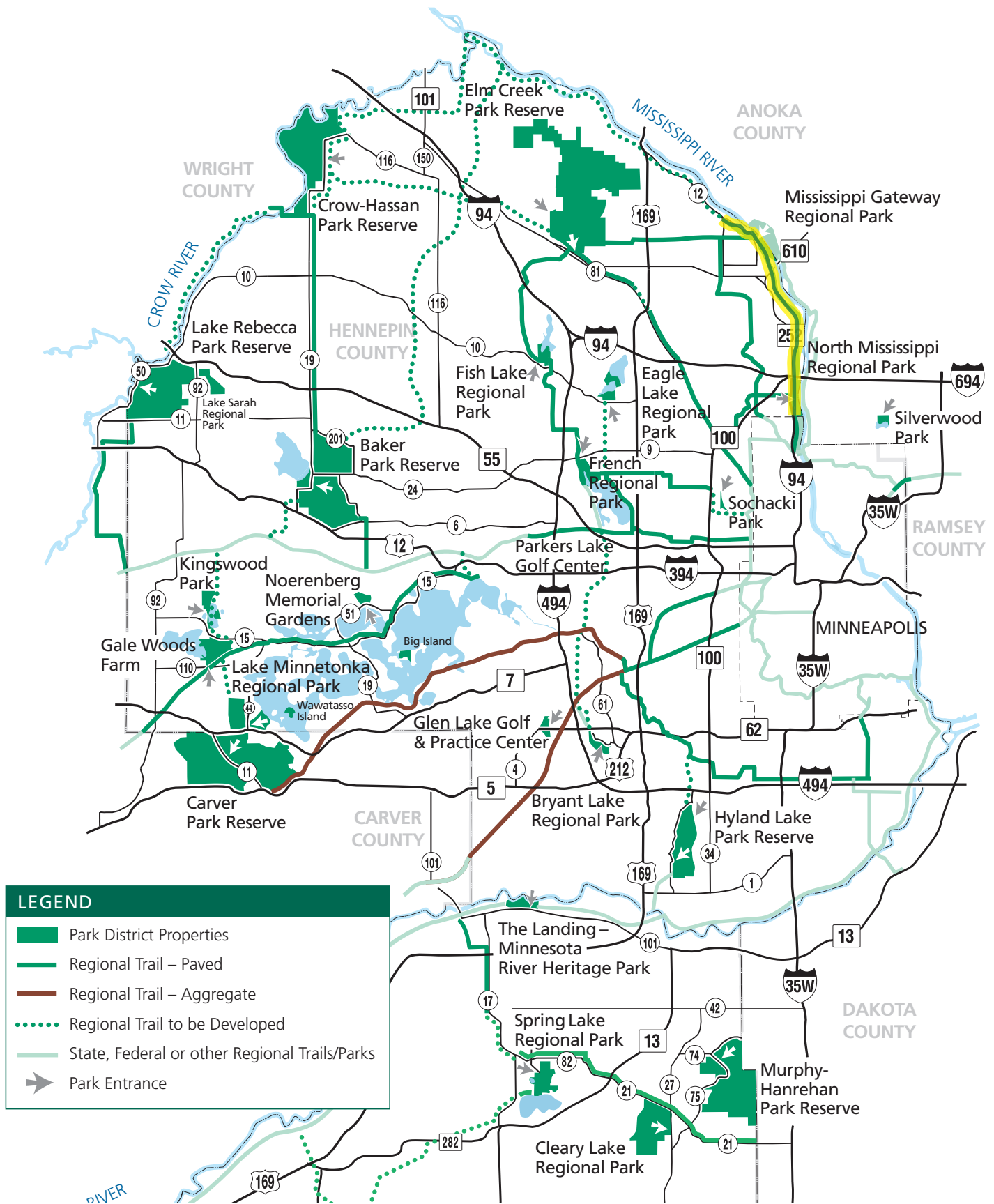
Goal 2: Parks Matter

Attachments:

[West Mississippi River Regional Trail Map](#)

[West Mississippi River Regional Trail NPS Grant.pdf](#)

West Mississippi River Regional Trail: NPS Grant Investment Area



1. DATE ISSUED MM/DD/YYYY		1a. SUPERSEDES AWARD NOTICE dated	
08/23/2024		except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO.			
15.941 - Mississippi National River and Recreation Area State and Local Assistance			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. P24AP02037-00		5. TYPE OF AWARD	
Originating MCA #		Other	
4a. FAIN P24AP02037		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 08/23/2024		Through 09/30/2027	
7. BUDGET PERIOD MM/DD/YYYY		MM/DD/YYYY	
From 08/23/2024		Through 09/30/2027	
8. TITLE OF PROJECT (OR PROGRAM)			
West Mississippi River Trail: Support Facilities			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

16 U.S.C. § 460zz5(a) - 460zz5(b) Mississippi National River and Recreation Area

9a. GRANTEE NAME AND ADDRESS		9b. GRANTEE PROJECT DIRECTOR	
THREE RIVERS PARK DISTRICT 3000 Xenium Ln N Plymouth, MN, 55441-2661		Kelly Grissman 3000 Xenium Ln N Plymouth, MN, 55441-2661 Phone: 6123855485	
10a. GRANTEE AUTHORIZING OFFICIAL		10b. FEDERAL PROJECT OFFICER	
Kelly Grissman 3000 Xenium Ln N Plymouth, MN, 55441-2661 Phone: 6123855485		Forest Eidbo 1849 C St NW Main Interior Building National Park Service Washington, DC, 20240-0001 Phone: 111-11-1111	

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) \$ 36,000.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods \$ 0.00			
a. Salaries and Wages\$ 0.00				c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00			
b. Fringe Benefits\$ 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 36,000.00			
c. Total Personnel Costs\$ 0.00				13. Total Federal Funds Awarded to Date for Project Period \$ 36,000.00			
d. Equipment\$ 0.00				14. RECOMMENDED FUTURE SUPPORT			
e. Supplies\$ 0.00				(Subject to the availability of funds and satisfactory progress of the project):			
f. Travel\$ 0.00				YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS			
g. Construction\$ 180,000.00				a. 2 \$ d. 5 \$			
h. Other\$ 0.00				b. 3 \$ e. 6 \$			
i. Contractual\$ 0.00				c. 4 \$ f. 7 \$			
j. TOTAL DIRECT COSTS → \$ 180,000.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
k. INDIRECT COSTS \$ 0.00				a. DEDUCTION			
I. TOTAL APPROVED BUDGET \$ 180,000.00				b. ADDITIONAL COSTS			
m. Federal Share \$ 36,000.00				c. MATCHING			
n. Non-Federal Share \$ 144,000.00				d. OTHER RESEARCH (Add / Deduct Option)			
				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation.			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

GRANTS MANAGEMENT OFFICIAL:

JOHN BECHTOLD, Financial Assistance Awarding Officer
Remote
Denver, CO, 80246
Phone: 7206821004

17. VENDOR CODE			18a. UEI		18b. DUNS		19. CONG. DIST.	
0071388581			P7JKLNVJ1KG3				03	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION		
1	0051053939-00010	\$36,000.00	08/23/2024	09/30/2027	8083	Trail support facilities		

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/23/2024
GRANT NO. P24AP02037-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/23/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Final	01/28/2028

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/23/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Final	01/28/2028

AWARD ATTACHMENTS

THREE RIVERS PARK DISTRICT

P24AP02037-00

1. Grant
2. Budget

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
THREE RIVERS PARK DISTRICT

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VI. COST-SHARE REQUIREMENT	4
VII. PRE-AWARD COSTS	4
VIII. AWARD AND PAYMENT	4
IX. REPORTS AND/OR OUTPUTS/OUTCOMES	5
X. AWARD SPECIFIC TERMS AND CONDITIONS.....	6
XI. STANDARD TERMS AND CONDITIONS	7

I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

- Arizona-Idaho Conservation Act of 1988 (AICA), Title VII, Public Law 100-696; Codified as 16 USC CHAPTER 1, SUBCHAPTER CXI, Part A: Mississippi National River and Recreation
 - AICA Section 705(d): Conditions for possible withholding or reimbursement of funds granted under AICA Section 706.
 - AICA Section 706: Authorization to make grants of not more than 50% of the cost of acquisition and development of area of lands and waters or interests therein in a manner consistent with the MNRRA CMP to State of Minnesota or its political subdivisions. Authorization to provide technical assistance and cooperative agreements to State of Minnesota or its political subdivisions.

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – This project adds wayfinding, support facilities, and interpretation signage to eight locations along Mississippi River Trail, US Bikeway 45, and West Mississippi River Regional Trail in the communities of Brooklyn Center and Brooklyn Park. Improvements are proposed to include regional trail kiosks, directional signage, benches, garbage cans, water, and fix-it stations.
- B. Project Objectives – The improved wayfinding, support facilities, and interpretation signage will improve the experience and safety of US Bikeway 45 users. The increased level of service along the trail will encourage use of the trail.

III. PUBLIC PURPOSE

This project encourages the use of alternative transportation, and improves safety outcomes through by providing needed water, repair, and wayfinding facilities. This project is consistent with the Park's Comprehensive Management Plan and Alternative Transportation Plan.

IV. STATEMENT OF WORK

This project increases the level of service this trail provides by providing wayfinding, interpretation and support facilities at 8 locations, about a mile apart along the 8-mile trail corridor of the Mississippi River Trail/US Bikeway 45/West Mississippi River Regional Trail (Starting point: 45°03'04.1"N 93°17'00.2"W; border of Minneapolis within North Mississippi River Regional Park and Ending point: 45°09'07.7"N 93°20'16.0"W; border of Champlin).

Since this regional trail is owned/operated by Three Rivers Park District, signage and support facilities will generally follow Three Rivers standards and be consist with Three Rivers regional trail kiosk program. Information and interpretation on the signage will include both information about Three Rivers parks and trails 2024 and the MNRRA. Information about MNRRA may include maps denoting the location of the MNRRA and access points, public lands and recreation

offerings within the park's boundary, wayfinding to the River, River interpretation and ways to find out more information.

Information on signage about MISS may include maps showing the MISS boundary, access points, public lands, recreation offerings, wayfinding to the River, River interpretation, and ways to find out more information. Improvements are proposed to include regional trail kiosks, directional signage, benches, garbage cans, water, and fix-it stations.

V. RESPONSIBILITIES OF THE PARTIES:

A. The Recipient agrees to:

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. Construct 8 Wayfinding/Support facilities within the 8-mile trail corridor of the Mississippi River Trail/US Bikeway 45/West Mississippi River Regional Trail (Starting point: 45°03'04.1"N 93°17'00.2"W; border of Minneapolis within North Mississippi River Regional Park and Ending point: 45°09'07.7"N 93°20'16.0"W; border of Champlin).
3. Maintain the Wayfinding/Support facilities constructed as part of point #2 of this section for their useful life as determined by the recipient (a minimum of five years.)
4. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.
5. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

C. The Recipient and NPS, jointly, agree to:

1. Collaborate on designing the information found on the wayfinding/interpretive panels.

VI. COST-SHARE REQUIREMENT

At least 50 % non-funded under AICA Section 706 authority cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$36,000 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 - 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for FFR frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final FFR will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

X. AWARD SPECIFIC TERMS AND CONDITIONS

The recipient agrees to install a conspicuous sign (18"x12" or 24"x18") provided by the NPS recognizing the funding partnership at either the:

- Site entrance,
- Primary trailhead or parking area,
- Area where the funded project directly occurred.

The NPS will confirm the location with the recipient and provide the physical sign once reimbursable costs have been expended.

XI. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimus rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

- A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.
- B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified

within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and

performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

- i. Submit the information required about each proceeding that:
- ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- iii. Reached its final disposition during the most recent five-year period; and
- iv. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages more than \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described the award terms and conditions.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

- i. For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

- (i) NPS personnel as operators or crew;
- (ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- (iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject

invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may

be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental,

developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that

includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this

section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).

8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the

project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The followings terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines, or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

ATTACHMENT A

Agency:

Recipient:

Title:

Agreement #:

Period:

NPS

Three Rivers Park District

West Mississippi River RT Amenities

FY23

Personnel

Qty of Position

Position Description #1

Position Description #2

Position Description #3

Position Description #4

Position Description #5

Position Description #6

Position Description #7

Benefits

0 Position Description #1

0 Position Description #2

0 Position Description #3

0 Position Description #4

0 Position Description #5

0 Position Description #6

0 Position Description #7

Equipment (over \$5k & useful life of more than 1 yr)

Equipment 1 Description

Equipment 2 Description

Equipment 3 Description

Supplies

Supply 1 Description

Supply 2 Description

Supply 3 Description

Supply 4 Description

Travel

Airfare

Lodging

Per Diem

Per Diem (first & last day @ 75% rate)

Ground Transportation

Housing Stipend

Transportation Stipend

Other

Other 1 Description

Other 2 Description

Other 3 Description

Other 4 Description

Other 5 Description

Other 6 Description

Other 7 Description

Other 8 Description

Other 9 Description

Other 10 Description

Contractual

Furnish and install trail information kiosks, benches, wayfinding, garbage receptacles, water access, etc. in about 8 locations.

Subcontract/Subaward 2 Descrip

Subcontract/Subaward 3 Descrip

Total Direct Costs

Indirect Costs

Total Costs

Complete these cells as appropriate

Once yellow cells are completed, manually account for total project budget in NPS and recipient columns as well as In-Kind Cost Share below

In-Kind Cost Share

Description

TOTAL

Total Agreement

* The value of a volunteer hour can be based the latest data from independentsector.org

DETAILED BUDGET JUSTIFICATION

INSTRUCTIONS: Only change the highlighted cells. First complete the cells highlighted in yellow followed by the cells highlighted in green. Completing the green cells involves breaking down the total project budget into the NPS and recipient funded items. The "Total Check" at the bottom of the worksheet will be 0 once all Total Project Budget dollars have been properly allocated to either NPS or the Recipient. The indirect cost rate used must be either 1) the negotiated rate with the cognizant agency or 2) certified in writing by the recipient's independent auditor and applied to the NPS funded costs only (also note - indirect costs are not cost share eligible). If the recipient is not able to obtain an indirect cost rate as detailed, all costs must be detailed as direct.

Unit of Time (hour, day, week, month, % of salary, etc)	Qty (of hours, days, weeks, months, % of salary, etc.)	Cost Per Unit of Time
		Subtotal Salaries
% of Compensation		
		Subtotal Benefits
	Qty	Subtotal Personnel Cost Per
		Subtotal Equipment
	Qty	Cost Per
		Subtotal Supplies
Unit of Measure	Qty	Cost Per
trips		
days		
days		
days or mileage		
month		
week		
		Subtotal Travel
	Qty	Cost Per
		Subtotal Other
Unit of Time	Qty	Cost Per
		180,000.00
		Total Subcontract
Source	# of Units	Value Per Unit*
Total NPS Funded 36,000.00		Total Recipient Funded (including in-kind) 144,000.00

[illegible][illegible]128

		DETAILED BUDGET JUSTIFICATION	
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INSTRUCTIONS: Only change the highlighted cells. First complete the cells highlighted in yellow followed by the cells highlighted in green. Complete all required information in the yellow and green cells. The NPS and Recipient Funded funds must be entered in the appropriate column. The "Total Check" at the bottom of the worksheet must equal the sum of the NPS and Recipient Funded dollars. All Total Project Budget dollars have been properly allocated to either NPS or the Recipient. The indirect cost rate used must be either 1) the negotiated indirect cost rate for the project or 2) certified in writing by the recipient's independent auditor and applied to the NPS funded costs only [also note - indirect cost rates are not cost share eligible]. If the recipient is not able to obtain an indirect cost rate as detailed, all costs must be detailed as direct.

Total Check (s/b 0)	0.00
Cost Share Check	40.43%
ICR Calc Check	28.30%

	Total NPS Funded	Total Recipient Funded (including In-Kind)	Total Agreement Amount
Total Agreement	99,413.26	67,475.00	166,888.26

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COMMENTS:

volunteers recruited by recipient

crew will not receive benefits

round trips to and from site
1 night stay to and from site

mileage to and from airport to site

printing of training manuals

speaker for day one training/orientation

NPS Financial Assistance
Other Details Required Regarding Direct Object Class Cost Categories
National Park Service Clarification of SF-424a Lines 21 – 23
(In Accordance with SF-424a Instructions for Line 21-23 and 2 CFR 200, 215, 220, 225 and 230)

In addition to the details required below, include a budget narrative when appropriate to further explain amounts for individual direct object class cost categories and related details that may appear to be out of the ordinary. The total of the details you provide for each direct object class category must match the total amounts provided on the SF-424a Section B lines 6.a. – 6.h.

Personnel: Provide the position description, unit of time, quantity, cost per unit of time and resultant dollar amount for each of the personnel included in the dollar amount in accordance with Section B Line 6.a. of the SF-424a.

Fringe Benefits: For each position description included above provide the fringe benefits dollar amount in accordance with Section B Line 6.b. of the SF-424a.

Travel: Provide the unit of measure, quantity, cost per unit and resultant dollar amount for each of the following travel details in accordance with Section B Line 6.c. of the SF-424a: Airfare, Lodging, Per Diem, Ground Transportation, Housing Stipend and Transportation Stipend.

Equipment (defined in the CFR as over \$5k & useful life of more than 1 year): Provide the equipment description, quantity, cost per unit and resultant dollar amount for each category of equipment in accordance with Section B Line 6.d. of the SF-424a.

Supplies: Provide the supply description, quantity, cost per unit and resultant dollar amount for each category of supplies in accordance with Section B Line 6.e. of the SF-424a.

Contractual: Provide the subcontract/sub-award description, unit of time, quantity, cost per unit of time and resultant dollar amount for each subcontract/sub-award in accordance with Section B Line 6.f. of the SF-424a.

Construction: Provide the description, quantity, cost per unit and resultant dollar amount for each construction item in accordance with Section B Line 6.g. of the SF-424a. The SF-424c may be required for Financial Assistance construction programs.

Other: Provide the description, quantity, cost per unit and resultant dollar amount for each item in accordance with Section B Line 6.h. of the SF-424a.

Indirect Costs: Provide the indirect cost rate percentage, type (negotiated or de minimis), associated base (modified total direct costs, total direct costs, personnel and benefits, etc.) and resultant indirect cost amount.

Non-Federal Share of Budget (only applicable if cost share is provided): Provide the details of the non-Federal share of the budget including description, source, quantity, cost per unit and resultant dollar amount for each item in accordance with Section A of the SF-424a.

The details required above may currently be provided in any format as determined by the applicant. Failure to provide the budget details as described above could delay the processing of your request.

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: ROUTINE BUSINESS

Item Number: **4F**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: Board Minutes of August 15, 2024

Superintendent's Recommendation:

MOTION TO APPROVE THE MINUTES OF THE AUGUST 15, 2024, REGULAR BOARD MEETING.

Background:

Minutes attached.

Attachments:

[Board Minutes of 08-15-24.pdf](#)

THREE RIVERS PARK DISTRICT

REGULAR BOARD MEETING

August 15, 2024

Commissioners Present: John Gibbs, Chair; Marge Beard, Jan Guenther, Erin Kolb, Louise Segreto and Jesse Winkler

Commissioners Absent: Jennifer DeJournett

Staff Present: Boe Carlson, Superintendent; P. Freeman, K. Grissman, M. Heurung, H. Koolick, K. Lynch, A. Olson, E. Quiring, A. Rexine, S. Shurson, L. Skinner, S. Spicer-Zimmerman, and J. Vlaming

1. OPENING BUSINESS

1A. Call to Order

Board Chair John Gibbs called the meeting to order at the Administrative Center, Board Room, 3000 Xenium Lane North, Plymouth, MN at 5:02 p.m.

1B. Pledge of Allegiance

1C. Roll Call

2. APPROVAL OF AGENDA

MOTION by Winkler, seconded by Segreto, TO APPROVE THE AGENDA OF THE AUGUST 15, 2024, REGULAR BOARD MEETING.

All ayes, no nays, **MOTION ADOPTED**

3. COMMUNICATIONS

3A. People Wishing to Address the Board

(None)

3B. Special Matters: Acknowledgement of Donations

3C. Superintendent's Report

Superintendent Carlson reported on the following item(s):

- *Associate Superintendent Luke Skinner provided an update on the Legislative-Citizen Commission on Minnesota Resources (LCCMR) selection of the following two grant proposals for funding consideration by the Legislature from the Environment and Natural Resources Trust Fund (ENRTF): 1) Mississippi Gateway Shoreline Stabilization and Fishing Improvements; and 2) Planning for Long-Term Natural Resources Protection.*

- *Update on Beebe Lake property and partnership with Wright County.*
- *The Joint Board Meeting with Scott County has been scheduled for 11:30 a.m. on Monday, September 23, 2024, at Doyle-Kennefick Regional Park in Elko-New Market, MN. Commissioners were asked to contact the Superintendent if they have a conflict with this date.*

4. ROUTINE BUSINESS

MOTION by Segreto, seconded by Guenther, TO APPROVE ROUTINE BUSINESS ITEMS AS FOLLOWS:

4A. Receive the Second Quarter Public Safety Incident Report

NO ACTION REQUIRED.

4B. Receive Mississippi Gateway Regional Park Construction Progress Update

NO ACTION REQUIRED.

4C. Riley Purgatory Bluff Creek Watershed District Maintenance Agreement for Hyland Lake Park Reserve Boat Ramp Road and ADA Improvements

MOTION TO AUTHORIZE THE BOARD CHAIR AND SUPERINTENDENT TO ENTER INTO A MAINTENANCE AGREEMENT WITH THE RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT FOR THE HYLAND LAKE PARK RESERVE BOAT RAMP ROAD AND ADA IMPROVEMENT PROJECT IN THE CITY OF BLOOMINGTON.

4D. MnDOT Authorization to Administer Federal Funds for the Bassett Creek Regional Trail Gap and Duluth Street Extension Project

MOTION TO ADOPT RESOLUTION NO. 24-07 AUTHORIZING THE BOARD CHAIR AND SUPERINTENDENT TO ENTER INTO AGENCY AGREEMENT NO. 105507 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION TO ACT AS THE AGENT FOR THREE RIVERS PARK DISTRICT IN ACCEPTING FEDERAL AID FUNDS FOR THE BASSETT CREEK REGIONAL TRAIL GAP AND DULUTH STREET EXTENSION PROJECT IN GOLDEN VALLEY, MN (STATE PROJECT 091-090-088).

4E. Lake Minnetonka Regional Trail Trailhead Agreement with Tonka Bay

MOTION TO ENTER INTO TRAILHEAD AGREEMENT WITH THE CITY OF TONKA BAY FOR TRAILHEAD IMPROVEMENTS AND LOCAL TRAIL CONNECTION AT MANITOU PARK ON THE LAKE MINNETONKA REGIONAL TRAIL.

4F. Hopkins Depot Permit Agreement Amendment with Metropolitan Council and Hopkins

MOTION TO APPROVE AMENDMENT NUMBER ONE TO PERMIT AGREEMENT (TRAILHEAD AGREEMENT HOPKINS DEPOT 2007) WITH THE METROPOLITAN COUNCIL AND CITY OF HOPKINS.

4G. Approval of the Hennepin County Agreement for Dakota Rail Trail Crossing Improvements on County Road 15 in Mound

MOTION TO APPROVE HENNEPIN COUNTY AGREEMENT #PW 29-06-23 FOR DAKOTA RAIL REGIONAL TRAIL CROSSING IMPROVEMENTS ON COUNTY STATE AID HIGHWAY 15 IN THE CITY OF MOUND.

4H. Resolution of Support for LCCMR Grant Proposal – Mississippi Gateway Shoreline Stabilization and Fishing Improvements

MOTION TO APPROVE RESOLUTION NO. 24-08 IN SUPPORT OF A LEGISLATIVE CITIZENS COMMISSION ON MINNESOTA RESOURCES GRANT APPLICATION FOR \$735,000 TO BE USED FOR SHORELINE STABILIZATION AND FISHING IMPROVEMENTS AT MISSISSIPPI GATEWAY REGIONAL PARK.

4I. Board Minutes of July 18, 2024

MOTION TO APPROVE THE MINUTES OF THE JULY 18, 2024, REGULAR BOARD MEETING.

4J. Approval of Claims for the Period Ended August 8, 2024

MOTION TO APPROVE PAYMENT OF CLAIMS AS RECOMMENDED BY THE SUPERINTENDENT FOR THE PERIOD ENDED AUGUST 8, 2024, IN THE AMOUNT OF \$8,108,745.73.

Beard Aye
DeJournett Absent

Guenther Aye
Kolb Aye
Segreto Aye

Winkler Aye
Gibbs, Chair Aye

MOTIONS AND RESOLUTIONS ADOPTED**5. CURRENT BUSINESS****5A. Acquisition Funding Background, Status Update, and Projections**

No action required; this item was presented by Director of Planning Kelly Grissman for information and discussion.

5B. Diamond Lake Regional Trail Acquisition Opportunity

MOTION by Guenther, seconded by Winkler, TO ENTER INTO A PURCHASE AGREEMENT IN THE AMOUNT OF \$650,000 FOR THE ACQUISITION OF 17700 117TH AVENUE NORTH IN DAYTON ALONG THE PROPOSED DIAMOND LAKE REGIONAL TRAIL (PARCEL 3012022440001); TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL; AND TO ESTABLISH A PROJECT BUDGET OF \$700,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT, AND BETTERMENT FUND.

All ayes, no nays, **MOTION ADOPTED**

5C. West Mississippi River Regional Trail Acquisition Opportunity

MOTION by Kolb, seconded by Guenther, TO APPROVE A PURCHASE AGREEMENT IN THE AMOUNT OF \$1,600,000 FOR THE ACQUISITION OF PROPERTY FOR THE WEST MISSISSIPPI RIVER REGIONAL TRAIL OFF OF DAYTON RIVER ROAD (PIDS 05-120-22-22-0003, 06-120-22-11-0019, 06-120-22-14-0001, 06-120-22-14-0002) IN THE CITY OF DAYTON; TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL; PURSUE ROAD VACATION WITH CITY OF DAYTON; AND TO ESTABLISH A PROJECT BUDGET IN THE AMOUNT OF \$2,000,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION DEVELOPMENT AND BETTERMENT FUND.

All ayes, no nays, **MOTION ADOPTED**

5D. Baker Park Acquisition Opportunity in Medina

MOTION by Winkler, seconded by Guenther, TO AUTHORIZE THE SUPERINTENDENT TO:

- CONDUCT AN APPRAISAL AND NEGOTIATE A PURCHASE AGREEMENT FOR PARCELS 0711823120001 AND 0711823110002 IN MEDINA, HENNEPIN COUNTY, AND
- UPDATE THE DRAFT BAKER PARK RESERVE LONG-RANGE PLAN TO INCLUDE LANGUAGE INDICATING THREE RIVERS INTEREST IN ACQUIRING ADJACENT OR NEARBY LAND FROM WILLING SELLERS FOR NATURAL RESOURCE PROTECTION AND/OR ADDITIONAL RECREATION DEVELOPMENT AND TO MODIFY THE PARK LONG-RANGE PLAN BOUNDARY TO INCLUDE PARCELS 0711823120001 AND 0711823110002 IN MEDINA MN, HENNEPIN COUNTY SUBJECT TO SUCCESSFUL NEGOTIATION OF A PURCHASE AGREEMENT.

All ayes, no nays, **MOTION ADOPTED**

5E. Cleary Lake Regional Park Long Range Plan

*Alyssa Olson, Park Planner, provided a PowerPoint presentation (**on file**) and stood for Commissioners' questions along with Patty Freeman, General Manager of Scott County Parks.*

MOTION by Winkler, seconded by Kolb, TO APPROVE THE DRAFT CLEARY LAKE REGIONAL PARK LONG RANGE PLAN AND AUTHORIZE THE SUPERINTENDENT TO:

1. RELEASE THE DRAFT LONG RANGE PLAN FOR PUBLIC REVIEW AND COMMENT; AND
2. SOLICIT LONG-RANGE PLAN APPROVAL FROM THE METROPOLITAN COUNCIL.

All ayes, no nays, **MOTION ADOPTED**

5F. Budget Information and Discussion

No action required; this item was presented by Howard Koolick, Director of Finance/CFO, for information and discussion.

6. ANNOUNCEMENTS

6A. Commissioner Announcements/Proposed Future Discussion Topics

Commissioner Winkler thanked the Police Chief and Superintendent for including the Public Safety Incident Report in the Board Packet for today's meeting.

7. ADJOURNMENT

Chair Gibbs adjourned the meeting at 7:39 p.m.

John Gibbs, Board Chair

Boe Carlson, Superintendent

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: ROUTINE BUSINESS

Item Number: **4G**

Division: Finance

Originating Source: Howard Koolick, Director/CFO

Agenda Item: Approval of Claims for the Period Ended September 12, 2024

Superintendent's Recommendation:

MOTION TO APPROVE PAYMENT OF CLAIMS AS RECOMMENDED BY THE SUPERINTENDENT FOR THE PERIOD ENDED SEPTEMBER 12, 2024, IN THE AMOUNT OF \$8,926,586.18.

Background:

Under Minnesota law, the governing body of a local government unit must approve the payment of all claims. Park District staff has in place a number of reviews and checks to ensure all payments included in the above motion are correct and proper claims to be paid by the Park District.

The recommended motion approves the claims shown on the attached listing.

Attachments:

[09-19 Claims Letter.pdf](#)

[July 2024 Procurement Card Transactions.pdf](#)

[09-19 Claims.pdf](#)

THREE RIVERS PARK DISTRICT

TO: BOARD OF COMMISSIONERS
FROM: DEPARTMENT OF FINANCE
SUBJECT: **CLAIMS FOR THE PERIOD ENDED SEPTEMBER 12, 2024**

Payroll Disbursements: August 2024	
Net Pay Disbursed	\$2,431,939.69
State and Federal Taxes: August 2024	
Paid Electronically	\$1,361,532.19
Total Payroll:	\$3,793,471.88
Sales and Use Tax - July 2024	\$368,212.17
Petroleum Tax - August 2024	\$312.94
Payment to Wells Fargo for P-Cards - July 2024	\$159,638.62
Accounts Payable Checks Generated:	\$4,604,950.57
Total Claims for the period ended September 12, 2024	<u>\$8,926,586.18</u>

(Note: The attached listing does not include checks voided due to printer alignment.)

APPROVED FOR PAYMENT ON: _____

John Gibbs, Board Chair

Boe Carlson, Superintendent
and Secretary to the Board

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
06/27/2024	GOPHER ACE PCARD	\$ 10.77
06/27/2024	HIRSHFIELDS P-CARD	\$ 544.90
06/27/2024	MENARDS P-CARD	\$ 472.54
06/27/2024	HOME DEPOT P-CARD	\$ 6.48
06/27/2024	HOME DEPOT P-CARD	\$ 73.97
06/27/2024	HOME DEPOT P-CARD	\$ 42.65
06/27/2024	HOME DEPOT P-CARD	\$ 70.41
06/27/2024	HOME DEPOT P-CARD	\$ 215.75
06/27/2024	TRADER JOES P-CARD	\$ 4.67
06/27/2024	VERIZON P-CARD	\$ 39.05
06/28/2024	ACMETOOLS.COM P-CARD	\$ 718.86
06/28/2024	AMAZON P-CARD	\$ 10.52
06/28/2024	AMAZON P-CARD	\$ 3.90
06/28/2024	AMAZON P-CARD	\$ 41.89
06/28/2024	AMAZON P-CARD	\$ 27.95
06/28/2024	AMAZON P-CARD	\$ 252.99
06/28/2024	AMAZON P-CARD	\$ 42.51
06/28/2024	AMAZON P-CARD	\$ 24.99
06/28/2024	AXOMO THREE-RIVERS P-CARD	\$ 15.58
06/28/2024	CUB FOODS P-CARD	\$ 10.89
06/28/2024	CUB FOODS P-CARD	\$ 8.48
06/28/2024	DELANO PCARD	\$ 154.93
06/28/2024	DR POWER PCARD	\$ 26.55
06/28/2024	FLEET FARM P-CARD	\$ 54.53
06/28/2024	FOURSHARE LLC PCARD	\$ 73.80
06/28/2024	HOMEDEPOT.COM	\$ 109.05
06/28/2024	JOANN STORES P-CARD	\$ 7.03
06/28/2024	JOHN HENRY FOSTER MN PCARD	\$ 516.61
06/28/2024	LOWES P-CARD	\$ 108.00
06/28/2024	LOWES P-CARD	\$ 55.60
06/28/2024	MICHAELS STORE P-CARD	\$ 38.72
06/28/2024	RESTAURANT DEPOT	\$ 115.02
06/28/2024	SQ MINNESOTA FALL MAINTENANCE PCARD	\$ 60.00
06/28/2024	STICKER MULE P-CARD	\$ 48.84
06/28/2024	HOME DEPOT P-CARD	\$ 60.37
06/28/2024	HOME DEPOT P-CARD	\$ 21.27
06/28/2024	HOME DEPOT P-CARD	\$ 43.32
06/28/2024	HOME DEPOT P-CARD	\$ 758.59
06/28/2024	TOMAHAWK LIVE TRAP PCARD	\$ 224.64
06/28/2024	TRACTOR SUPPLY P-CARD	\$ 73.76
06/28/2024	WHEN I WORK	\$ 162.50
06/29/2024	AMAZON P-CARD	\$ 105.99
06/29/2024	AMAZON P-CARD	\$ 44.19
06/29/2024	AMAZON P-CARD	\$ 39.82
06/29/2024	AMAZON P-CARD	\$ 29.92
06/29/2024	AMAZON P-CARD	\$ 60.80
06/29/2024	BOARD OF AELSLAGID P-CARD	\$ 122.50
06/29/2024	CITY OF MAPLE GROVE PCARD	\$ 20.00
06/29/2024	CUB FOODS P-CARD	\$ 139.09
06/29/2024	FLEET FARM P-CARD	\$ 27.23

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
06/29/2024	LOWES P-CARD	\$ 60.56
06/29/2024	MACKENTHUN'S FINE P-CARD	\$ 2.49
06/29/2024	MENARDS P-CARD	\$ 92.59
06/29/2024	MENARDS P-CARD	\$ 62.46
06/29/2024	NTEPARTSDIRECT P-CARD	\$ 35.88
06/29/2024	PETCO COM P-CARD	\$ 83.48
06/29/2024	QUICKIDCARD P CARD	\$ 29.95
06/29/2024	TARGET P-CARD	\$ 7.99
06/30/2024	AMAZON P-CARD	\$ 96.75
06/30/2024	AMAZON P-CARD	\$ 108.71
06/30/2024	AMAZON P-CARD	\$ 21.99
06/30/2024	AMAZON P-CARD	\$ 215.72
06/30/2024	AMAZON P-CARD	\$ 37.58
06/30/2024	AMAZON P-CARD	\$ 59.99
06/30/2024	AMAZON P-CARD	\$ 16.96
06/30/2024	CARIBOU COFFEE P-CARD	\$ 40.86
06/30/2024	CUB FOODS P-CARD	\$ 99.81
06/30/2024	FACEBOOK P-CARD	\$ 52.70
06/30/2024	IN SETH DAHLSEID STUDIO PCARD	\$ 400.00
06/30/2024	MENARDS P-CARD	\$ 58.47
06/30/2024	MENARDS P-CARD	\$ 14.28
06/30/2024	PANERA BREAD P-CARD	\$ 14.70
06/30/2024	PAYPAL P-CARD	\$ 73.00
06/30/2024	TARGET P-CARD	\$ 2.99
07/01/2024	ALL SEASON SPORTS PCARD	\$ 36.49
07/01/2024	AMAZON P-CARD	\$ 468.07
07/01/2024	AMAZON P-CARD	\$ 9.95
07/01/2024	AMAZON P-CARD	\$ 9.99
07/01/2024	AMAZON P-CARD	\$ 19.74
07/01/2024	AMAZON P-CARD	\$ 10.84
07/01/2024	AMAZON P-CARD	\$ 99.49
07/01/2024	ARROW HARDWARE PCARD	\$ 18.41
07/01/2024	BRINLY HARDY COMPANY PCARD	\$ 18.77
07/01/2024	COSTCO P-CARD	\$ 20.97
07/01/2024	CUB FOODS P-CARD	\$ 7.03
07/01/2024	CUB FOODS P-CARD	\$ 159.20
07/01/2024	DOLLAR TREE P-CARD	\$ 4.34
07/01/2024	DR POWER PCARD	\$ 95.96
07/01/2024	DYNAMIC MEDIA P CARD	\$ 37.87
07/01/2024	EASYCSV P-CARD	\$ 29.00
07/01/2024	ECM SUBSCRIPTIONS PCARD	\$ 73.60
07/01/2024	FALLLINE CORP PCARD	\$ 407.86
07/01/2024	LIBERATED SYNDICATION P CARD	\$ 20.00
07/01/2024	LOWES P-CARD	\$ 43.96
07/01/2024	LUNDS&BYERLYS P-CARD	\$ 65.94
07/01/2024	MENARDS P-CARD	\$ 203.21
07/01/2024	MENARDS P-CARD	\$ 109.99
07/01/2024	MENARDS P-CARD	\$ 960.81
07/01/2024	MICHAELS STORE P-CARD	\$ 13.38
07/01/2024	MICHAELS STORE P-CARD	\$ 4.33

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/01/2024	NAPA STORE P-CARD	\$ 36.49
07/01/2024	OVERNIGHT P-CARD	\$ 62.37
07/01/2024	PETCO COM P-CARD	\$ 55.95
07/01/2024	RODENTPRO COM LLC	\$ 260.26
07/01/2024	SAMS CLUB P-CARD	\$ 401.41
07/01/2024	CUB FOODS P-CARD	\$ 4.49
07/01/2024	CUB FOODS P-CARD	\$ 50.14
07/01/2024	TARGET P-CARD	\$ 17.35
07/01/2024	TARGET P-CARD	\$ 12.01
07/01/2024	TARGET P-CARD	\$ 21.61
07/01/2024	HOME DEPOT P-CARD	\$ 74.10
07/01/2024	HOME DEPOT P-CARD	\$ 974.55
07/01/2024	HOME DEPOT P-CARD	\$ 41.86
07/01/2024	HOME DEPOT P-CARD	\$ 668.16
07/01/2024	TORREY SCALES WHOLESAL PCARD	\$ 29.75
07/01/2024	UPS P-CARD	\$ 22.30
07/01/2024	USCHEDULE LLC P-CARD	\$ 579.75
07/01/2024	VESTIS SERVICES LLC PCARD	\$ 363.11
07/01/2024	WHEN I WORK	\$ 45.00
07/01/2024	WHEN I WORK	\$ 100.00
07/01/2024	ZOOMSHIFT SUBSCRIPTION P-CARD	\$ 475.00
07/02/2024	AMAZON P-CARD	\$ 17.99
07/02/2024	AMAZON P-CARD	\$ 332.40
07/02/2024	AMAZON P-CARD	\$ 66.43
07/02/2024	AMAZON P-CARD	\$ 71.30
07/02/2024	AMAZON P-CARD	\$ 14.98
07/02/2024	AMAZON P-CARD	\$ 54.98
07/02/2024	AMAZON P-CARD	\$ 51.48
07/02/2024	AMAZON P-CARD	\$ (30.33)
07/02/2024	AMAZON P-CARD	\$ 116.99
07/02/2024	APPLE STORE P-CARD	\$ 0.99
07/02/2024	APPLE STORE P-CARD	\$ 0.99
07/02/2024	AXOMO THREE-RIVERS P-CARD	\$ 71.92
07/02/2024	BILLS SUPERETTE P-CARD	\$ 5.20
07/02/2024	CITY OF MAPLE GROVE PCARD	\$ 107.50
07/02/2024	COLUMBIA SPORTSWEAR P-CARD	\$ 107.00
07/02/2024	CUB FOODS P-CARD	\$ 9.66
07/02/2024	INTERMTN ENTERPRISES P-CARD	\$ 264.12
07/02/2024	FALLLINE CORP PCARD	\$ 407.86
07/02/2024	FLEET FARM P-CARD	\$ 669.98
07/02/2024	HOBBY LOBBY P-CARD	\$ 16.16
07/02/2024	HOMEDEPOT.COM	\$ 119.37
07/02/2024	HY VEE P-CARD	\$ 7.48
07/02/2024	IDEXX DISTRIBUTION PCARD	\$ 1,071.68
07/02/2024	KWIK TRIP P-CARD	\$ 19.24
07/02/2024	LANO EQUIPMENT P-CARD	\$ 86.34
07/02/2024	MENARDS P-CARD	\$ 68.97
07/02/2024	MENARDS P-CARD	\$ 57.78
07/02/2024	MENARDS P-CARD	\$ 118.83
07/02/2024	MENARDS P-CARD	\$ 23.78

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/02/2024	NUTRIEN AG SOLUTION PCARD	\$ 331.36
07/02/2024	SAMS CLUB P-CARD	\$ 104.38
07/02/2024	SMITH-ROOT PCARD	\$ 1,653.93
07/02/2024	TARGET P-CARD	\$ 31.81
07/02/2024	HOME DEPOT P-CARD	\$ (86.80)
07/02/2024	HOME DEPOT P-CARD	\$ 317.38
07/02/2024	TUNNEL VISION HOOPS LLC PCARD	\$ 3,258.42
07/02/2024	VADOS BAIT & TACKLE PCARD	\$ 33.29
07/02/2024	WEST MARINE PCARD	\$ 5.96
07/02/2024	WESTERN INTEGRATED PCARD	\$ 27.55
07/02/2024	WHEN I WORK	\$ 98.40
07/03/2024	A-1 OUTDOOR POWER PCARD	\$ 184.19
07/03/2024	AMAZON P-CARD	\$ 6.21
07/03/2024	AMAZON P-CARD	\$ 25.26
07/03/2024	AMAZON P-CARD	\$ 35.48
07/03/2024	AMAZON P-CARD	\$ 6.70
07/03/2024	APPLE STORE P-CARD	\$ 0.99
07/03/2024	ARBICO ORGANICS P-CARD	\$ 182.06
07/03/2024	COSTCO P-CARD	\$ 198.82
07/03/2024	COSTCO P-CARD	\$ 21.54
07/03/2024	CUB FOODS P-CARD	\$ 22.72
07/03/2024	SP MAIWA PCARD	\$ 33.95
07/03/2024	DIRECTNIC P-CARD	\$ 597.97
07/03/2024	JOHNNYS SELECTED SEED PCARD	\$ 31.70
07/03/2024	LEXINGTON PET CLINIC P-CARD	\$ 220.00
07/03/2024	LOWES P-CARD	\$ 54.38
07/03/2024	GEARWEST.COM	\$ 35.00
07/03/2024	MENARDS P-CARD	\$ 197.21
07/03/2024	NORTHWEST RIVER SUPPLIES P-CARD	\$ 929.40
07/03/2024	STK SHUTTERSTOCK PCARD	\$ 29.00
07/03/2024	TARGET P-CARD	\$ 16.73
07/03/2024	TARGET P-CARD	\$ 23.55
07/03/2024	HOME DEPOT P-CARD	\$ 39.43
07/03/2024	HOME DEPOT P-CARD	\$ 133.21
07/03/2024	HOME DEPOT P-CARD	\$ 26.70
07/03/2024	USPS P-CARD	\$ 27.20
07/03/2024	WHOLEFDS P-CARD	\$ 16.53
07/03/2024	WORLD CENTRIC	\$ 517.58
07/04/2024	AN FORD WHITE BEAR LAK P-CARD	\$ 68.28
07/04/2024	APPLE STORE P-CARD	\$ 0.99
07/04/2024	BLUE STONE SAFETY PROD P-CARD	\$ 941.25
07/04/2024	JERRYS HARDWARE PCARD	\$ 58.53
07/04/2024	MACKENTHUN'S FINE P-CARD	\$ 67.85
07/04/2024	MENARDS P-CARD	\$ 419.40
07/04/2024	MENARDS P-CARD	\$ 110.66
07/04/2024	MENARDS P-CARD	\$ 221.54
07/04/2024	MENARDS P-CARD	\$ 179.07
07/04/2024	ON DECK SPORTS PCARD	\$ 710.04
07/04/2024	PETCO COM P-CARD	\$ 4.08
07/04/2024	SP THE LOCK PEOPLE P-CARD	\$ 1,011.48

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/04/2024	HOME DEPOT P-CARD	\$ 66.83
07/04/2024	WHEN I WORK	\$ 65.00
07/05/2024	AMAZON P-CARD	\$ 595.00
07/05/2024	AMAZON P-CARD	\$ 21.93
07/05/2024	AMAZON P-CARD	\$ 14.95
07/05/2024	AMAZON P-CARD	\$ 95.25
07/05/2024	AMAZON P-CARD	\$ 110.90
07/05/2024	AMAZON P-CARD	\$ 16.35
07/05/2024	AMAZON P-CARD	\$ 71.78
07/05/2024	AMAZON P-CARD	\$ 14.14
07/05/2024	BP P-CARD	\$ 122.32
07/05/2024	CAB STORE P-CARD	\$ 168.49
07/05/2024	EB RETURN TO FIRST ME PCARD	\$ 161.90
07/05/2024	IKEA P-CARD	\$ 207.09
07/05/2024	MENARDS P-CARD	\$ 146.55
07/05/2024	MENARDS P-CARD	\$ 195.48
07/05/2024	PETCO COM P-CARD	\$ 8.50
07/05/2024	SAMS CLUB P-CARD	\$ 182.74
07/05/2024	WALMART P-CARD	\$ 45.98
07/06/2024	AMAZON P-CARD	\$ 124.46
07/06/2024	CUB FOODS P-CARD	\$ 78.45
07/06/2024	GOPHER BARGAIN CENTER PCARD	\$ 32.31
07/06/2024	WHEN I WORK	\$ 39.15
07/07/2024	AMAZON P-CARD	\$ 70.16
07/07/2024	AMAZON P-CARD	\$ 14.59
07/07/2024	AMAZON P-CARD	\$ 36.02
07/07/2024	AMAZON P-CARD	\$ 103.33
07/07/2024	AMAZON P-CARD	\$ 90.31
07/07/2024	AMAZON P-CARD	\$ 44.47
07/07/2024	CUB FOODS P-CARD	\$ 93.86
07/07/2024	MENARDS P-CARD	\$ 36.32
07/07/2024	MOUND TRUE VALUE PCARD	\$ 60.92
07/07/2024	RIDWELL P-CARD	\$ 24.00
07/07/2024	TARGET P-CARD	\$ 38.06
07/07/2024	WHEN I WORK	\$ 50.00
07/07/2024	WHOLEFDS P-CARD	\$ 27.96
07/08/2024	ACMETOOLS.COM P-CARD	\$ 89.67
07/08/2024	AMAZON P-CARD	\$ 50.47
07/08/2024	AMAZON P-CARD	\$ 17.81
07/08/2024	AMAZON P-CARD	\$ 219.95
07/08/2024	AMAZON P-CARD	\$ 37.06
07/08/2024	AMAZON P-CARD	\$ 11.95
07/08/2024	AMAZON P-CARD	\$ 17.98
07/08/2024	AMAZON P-CARD	\$ 21.47
07/08/2024	AMERICAN CANOE ASSOCIATION P-CARD	\$ 30.00
07/08/2024	AMAZON P-CARD	\$ 74.91
07/08/2024	CABIN FEVER PCARD	\$ 25.98
07/08/2024	COBORNS P-CARD	\$ 40.11
07/08/2024	COSTCO P-CARD	\$ 27.96
07/08/2024	CUB FOODS P-CARD	\$ 41.50

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/08/2024	CUB FOODS P-CARD	\$ 65.62
07/08/2024	CUB FOODS P-CARD	\$ 12.81
07/08/2024	DNH GODADDY P CARD	\$ 114.48
07/08/2024	DR POWER PCARD	\$ 15.49
07/08/2024	GRAINGER PCARD	\$ 30.80
07/08/2024	GRAINGER PCARD	\$ 56.41
07/08/2024	PROMOTIONS NOW P-CARD	\$ 1,491.37
07/08/2024	JOANN STORES P-CARD	\$ 80.25
07/08/2024	LOWES P-CARD	\$ 16.26
07/08/2024	MACKENTHUN'S FINE P-CARD	\$ 13.19
07/08/2024	MENARDS P-CARD	\$ 19.92
07/08/2024	MICHAELS STORE P-CARD	\$ 8.67
07/08/2024	NEW HOPE COIN LAUNDRY P-CARD	\$ 48.00
07/08/2024	OFFICEMAX/OFFICEDEPOT P-CARD	\$ 83.99
07/08/2024	PETSMART P-CARD	\$ 6.06
07/08/2024	REINDERS PCARD	\$ 220.70
07/08/2024	SAMS CLUB P-CARD	\$ 234.50
07/08/2024	SAMS CLUB P-CARD	\$ 273.18
07/08/2024	SP KIKKERLAND DESIGN P-CARD	\$ 68.69
07/08/2024	SP YELLOW OWL WORKSH PCARD	\$ 94.50
07/08/2024	SPIKES & HOULES LORETT PCARD	\$ 93.93
07/08/2024	STICKER MULE P-CARD	\$ 166.04
07/08/2024	TARGET P-CARD	\$ 3.58
07/08/2024	TARGET P-CARD	\$ 23.43
07/08/2024	HOME DEPOT P-CARD	\$ 17.21
07/08/2024	HOME DEPOT P-CARD	\$ 103.19
07/08/2024	HOME DEPOT P-CARD	\$ 36.72
07/08/2024	THE KNOT WORLDWIDE P-CARD	\$ 736.00
07/08/2024	TREETOPS RESORT PCARD	\$ 327.75
07/08/2024	WALMART P-CARD	\$ 81.46
07/09/2024	A-1 OUTDOOR POWER PCARD	\$ 15.48
07/09/2024	ACE HARDWARE P-CARD	\$ 32.48
07/09/2024	AMAZON P-CARD	\$ 160.20
07/09/2024	AMAZON P-CARD	\$ 19.99
07/09/2024	AMAZON P-CARD	\$ 36.11
07/09/2024	AMAZON P-CARD	\$ 9.99
07/09/2024	AMAZON P-CARD	\$ 24.99
07/09/2024	AMAZON P-CARD	\$ 152.37
07/09/2024	AMAZON P-CARD	\$ 165.99
07/09/2024	AMAZON P-CARD	\$ 41.58
07/09/2024	AMAZON P-CARD	\$ 271.92
07/09/2024	AMAZON P-CARD	\$ 31.50
07/09/2024	AMAZON P-CARD	\$ 96.94
07/09/2024	AMAZON P-CARD	\$ 260.50
07/09/2024	AMAZON P-CARD	\$ 8.89
07/09/2024	ARCH AND CABLE HOTEL PCARD	\$ 510.93
07/09/2024	CARLSON HARDWARE PCARD	\$ 10.78
07/09/2024	COSTCO P-CARD	\$ 30.75
07/09/2024	CREEK HILL NURSERY INC PCARD	\$ 276.62
07/09/2024	FLEET FARM P-CARD	\$ 14.72

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/09/2024	FLEET FARM P-CARD	\$ 356.08
07/09/2024	HIRSHFIELDS P-CARD	\$ 217.96
07/09/2024	JERRYS FOOD PCARD	\$ 13.02
07/09/2024	LOWES P-CARD	\$ 16.48
07/09/2024	MACKENTHUN'S FINE P-CARD	\$ 93.45
07/09/2024	MARATHON PETRO P-CARD	\$ 61.27
07/09/2024	MENARDS P-CARD	\$ 156.09
07/09/2024	MENARDS P-CARD	\$ 6.38
07/09/2024	MENARDS P-CARD	\$ 139.52
07/09/2024	MENARDS P-CARD	\$ 19.88
07/09/2024	MENARDS P-CARD	\$ 84.97
07/09/2024	MENARDS P-CARD	\$ 112.84
07/09/2024	MENARDS P-CARD	\$ 43.60
07/09/2024	RUBBERSTAMP PCARD	\$ 96.23
07/09/2024	SP LIGHT POLE COVERS PCARD	\$ 92.97
07/09/2024	CUB FOODS P-CARD	\$ 10.98
07/09/2024	SWANK MOTION PICTURES PCARD	\$ (80.00)
07/09/2024	TARGET P-CARD	\$ 41.51
07/09/2024	TARGET P-CARD	\$ 8.19
07/09/2024	HOME DEPOT P-CARD	\$ 27.83
07/09/2024	HOME DEPOT P-CARD	\$ 17.44
07/09/2024	HOME DEPOT P-CARD	\$ 93.36
07/09/2024	THE UPS STORE P-CARD	\$ 64.24
07/09/2024	U OF M CONTLEARNING P-CARD	\$ 870.00
07/09/2024	USPS P-CARD	\$ 9.85
07/09/2024	WINSUPPLY TWIN CITIES P-CARD	\$ 58.70
07/09/2024	WALMART P-CARD	\$ 28.77
07/10/2024	AMAZON P-CARD	\$ 146.46
07/10/2024	AMAZON P-CARD	\$ 23.14
07/10/2024	AMAZON P-CARD	\$ 172.61
07/10/2024	AMAZON P-CARD	\$ 62.36
07/10/2024	AMAZON P-CARD	\$ 27.55
07/10/2024	AMAZON P-CARD	\$ 11.98
07/10/2024	AMAZON P-CARD	\$ 23.99
07/10/2024	AMAZON P-CARD	\$ 19.99
07/10/2024	AMAZON P-CARD	\$ 56.94
07/10/2024	AMAZON P-CARD	\$ 13.24
07/10/2024	AMAZON P-CARD	\$ 248.19
07/10/2024	AMAZON P-CARD	\$ 19.83
07/10/2024	AMAZON P-CARD	\$ 217.54
07/10/2024	BLOOMINGTONAWARDS.COM PCARD	\$ 32.54
07/10/2024	CONTECH ENG SOLUTIONS PCARD	\$ 339.86
07/10/2024	COSTCO P-CARD	\$ 140.89
07/10/2024	CUB FOODS P-CARD	\$ 9.98
07/10/2024	DAVIS MOTORS PCARD	\$ 23.99
07/10/2024	DNH GODADDY P CARD	\$ 99.99
07/10/2024	DRAGONFIRE TOOLS P-CARD	\$ 2,620.00
07/10/2024	DRI UPRINTING PCARD	\$ 91.68
07/10/2024	EPIC BUSINESS ESSENTIALS PCARD	\$ 10.10
07/10/2024	EZCATERSUBWAY P-CARD	\$ 279.67

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/10/2024	FLEET FARM P-CARD	\$ 115.57
07/10/2024	GEMPLER	\$ 270.94
07/10/2024	GOPHER ACE PCARD	\$ 8.02
07/10/2024	HOLIDAY STATIONS P-CARD	\$ 9.87
07/10/2024	JACKS SMALL ENGINES & GEN PCARD	\$ 120.32
07/10/2024	JO CAMPING PCARD	\$ 2,604.51
07/10/2024	KWIK TRIP P-CARD	\$ 11.26
07/10/2024	LOWES P-CARD	\$ 625.72
07/10/2024	MENARDS P-CARD	\$ 141.55
07/10/2024	MENARDS P-CARD	\$ 64.97
07/10/2024	MICHAELS STORE P-CARD	\$ 181.86
07/10/2024	MOUND TRUE VALUE PCARD	\$ 5.97
07/10/2024	OTC BRANDS, INC. P-CARD	\$ 276.17
07/10/2024	SAMS CLUB P-CARD	\$ 86.87
07/10/2024	SAMS CLUB P-CARD	\$ 27.92
07/10/2024	SHERWIN WILLIAMS PCARD	\$ 128.56
07/10/2024	SHRED RIGHT P-CARD	\$ 53.70
07/10/2024	SP THE LOCK PEOPLE P-CARD	\$ 400.78
07/10/2024	TARGET P-CARD	\$ 30.74
07/10/2024	TARGET P-CARD	\$ 8.99
07/10/2024	HOME DEPOT P-CARD	\$ 21.36
07/10/2024	TRACTOR SUPPLY P-CARD	\$ 75.93
07/10/2024	ULINE P-CARD	\$ 182.50
07/10/2024	YORK INTL PCARD	\$ 1,199.20
07/10/2024	ZORO TOOLS P CARD	\$ 55.62
07/11/2024	AMAZON P-CARD	\$ 4.99
07/11/2024	AMAZON P-CARD	\$ 89.98
07/11/2024	AMAZON P-CARD	\$ 55.23
07/11/2024	AMAZON P-CARD	\$ 25.96
07/11/2024	AMAZON P-CARD	\$ 13.99
07/11/2024	AMAZON P-CARD	\$ 219.98
07/11/2024	AMAZON P-CARD	\$ 17.52
07/11/2024	AMAZON P-CARD	\$ 55.94
07/11/2024	AMERICAN RED CROSS PCARD	\$ 92.00
07/11/2024	AMAZON P-CARD	\$ 95.46
07/11/2024	AMAZON P-CARD	\$ 49.54
07/11/2024	CRYSTAL WELDING PCARD	\$ 31.77
07/11/2024	SP DYNAMIC AQUA-SUP PCARD	\$ 229.27
07/11/2024	DBC BLICK ART MATERIAL P-CARD	\$ 145.42
07/11/2024	DF SUPPLY INC P-CARD	\$ 1,814.63
07/11/2024	FIMCO SCHABEN AGSPRAY P-CARD	\$ 446.32
07/11/2024	FLEET FARM P-CARD	\$ 107.00
07/11/2024	FOWLER PARTS SERVICE PCARD	\$ 136.84
07/11/2024	GESMN BLOOMINGTON PCARD	\$ 16.31
07/11/2024	HARBOR FREIGHT P-CARD	\$ 107.42
07/11/2024	JUBILEE FOODS P-CARD	\$ 14.65
07/11/2024	LEADERSHIP UNIVERSITY P-CARD	\$ 25.00
07/11/2024	LEXINGTON PET CLINIC P-CARD	\$ 198.50
07/11/2024	MACKENTHUN'S FINE P-CARD	\$ 27.79
07/11/2024	MENARDS P-CARD	\$ 87.58

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/11/2024	MENARDS P-CARD	\$ 188.52
07/11/2024	MINNESOTA HISTORICAL SOCI PCARD	\$ 121.96
07/11/2024	NTEPARTSDIRECT P-CARD	\$ 246.98
07/11/2024	RECONYX, INC P-CARD	\$ 21.68
07/11/2024	SAMS CLUB P-CARD	\$ 95.09
07/11/2024	SAMS CLUB P-CARD	\$ 432.29
07/11/2024	SP THE LOCK PEOPLE P-CARD	\$ 582.74
07/11/2024	TARGET P-CARD	\$ 15.29
07/11/2024	TARGET P-CARD	\$ 24.27
07/11/2024	TARGET P-CARD	\$ 32.31
07/11/2024	TARGET P-CARD	\$ 133.65
07/11/2024	TARGET P-CARD	\$ 54.50
07/11/2024	HOME DEPOT P-CARD	\$ 26.94
07/11/2024	THE LIFEGUARD STORE, INC P-CARD	\$ 99.03
07/11/2024	WEBSTAURANT STORE P-CARD	\$ 66.10
07/11/2024	U OF M CONTLEARNING P-CARD	\$ 725.00
07/11/2024	WHEN I WORK	\$ 30.00
07/11/2024	WALMART P-CARD	\$ 80.48
07/12/2024	AMAZON P-CARD	\$ 16.49
07/12/2024	AMAZON P-CARD	\$ 17.99
07/12/2024	AMAZON P-CARD	\$ 12.99
07/12/2024	AMAZON P-CARD	\$ 41.98
07/12/2024	AMAZON P-CARD	\$ 210.58
07/12/2024	AMAZON P-CARD	\$ 171.80
07/12/2024	AMAZON P-CARD	\$ 189.99
07/12/2024	AMAZON P-CARD	\$ 11.93
07/12/2024	AMAZON P-CARD	\$ 185.31
07/12/2024	AMAZON P-CARD	\$ 284.00
07/12/2024	AMAZON P-CARD	\$ 118.80
07/12/2024	AMAZON P-CARD	\$ 138.12
07/12/2024	AMAZON P-CARD	\$ 243.86
07/12/2024	AMAZON P-CARD	\$ 61.56
07/12/2024	APPLE STORE P-CARD	\$ 0.99
07/12/2024	AXOMO THREE-RIVERS P-CARD	\$ 59.34
07/12/2024	BLAUER MANUFACTURING P-CARD	\$ 79.98
07/12/2024	BRITE VISUAL PRODUCTS INC PCARD	\$ 759.65
07/12/2024	CUB FOODS P-CARD	\$ 53.58
07/12/2024	DBC BLICK ART MATERIAL P-CARD	\$ 67.26
07/12/2024	GOVERNMENT FINANCE OFFICE PCARD	\$ 150.00
07/12/2024	GRAINGER PCARD	\$ 331.92
07/12/2024	JUBILEE FOODS P-CARD	\$ 56.83
07/12/2024	MENARDS P-CARD	\$ 53.67
07/12/2024	MENARDS P-CARD	\$ 126.42
07/12/2024	MIDWEST SKI AREAS ASSOCIA P-CARD	\$ 2,475.00
07/12/2024	MIDWEST SKI AREAS ASSOCIA P-CARD	\$ 70.00
07/12/2024	NORTHWEST GRAPHIC SUPPLY PCARD	\$ 64.82
07/12/2024	PAYPAL P-CARD	\$ 90.00
07/12/2024	PETCO COM P-CARD	\$ 5.10
07/12/2024	SAMS CLUB P-CARD	\$ 238.00
07/12/2024	TARGET P-CARD	\$ 10.21

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/12/2024	TARGET P-CARD	\$ 10.26
07/12/2024	HOME DEPOT P-CARD	\$ 57.48
07/12/2024	HOME DEPOT P-CARD	\$ 27.97
07/12/2024	USPS P-CARD	\$ 18.40
07/12/2024	WALMART P-CARD	\$ 83.92
07/12/2024	WALMART P-CARD	\$ 43.60
07/12/2024	YOURMEMBERSHIP CAREERS P-CARD	\$ 248.00
07/13/2024	ALDI P-CARD	\$ 9.96
07/13/2024	AMAZON P-CARD	\$ 13.94
07/13/2024	AMAZON P-CARD	\$ 9.99
07/13/2024	AMAZON P-CARD	\$ 47.67
07/13/2024	AMAZON P-CARD	\$ 9.58
07/13/2024	AMAZON P-CARD	\$ 83.98
07/13/2024	AMAZON P-CARD	\$ 18.23
07/13/2024	AMAZON P-CARD	\$ (11.98)
07/13/2024	AMAZON P-CARD	\$ 34.98
07/13/2024	AMAZON P-CARD	\$ 62.89
07/13/2024	COSTCO P-CARD	\$ 159.18
07/13/2024	ETSY.COM P-CARD	\$ 32.50
07/13/2024	HOBBY LOBBY P-CARD	\$ 47.94
07/13/2024	SHRM CERTIFICATION	\$ 185.00
07/13/2024	USPS P-CARD	\$ 89.20
07/13/2024	WHEN I WORK	\$ 45.00
07/14/2024	AMAZON P-CARD	\$ 31.96
07/14/2024	AMAZON P-CARD	\$ 64.42
07/14/2024	AMAZON P-CARD	\$ 54.16
07/14/2024	AMAZON P-CARD	\$ 29.68
07/14/2024	AMAZON P-CARD	\$ 87.27
07/14/2024	AMAZON P-CARD	\$ 13.45
07/14/2024	HY VEE P-CARD	\$ 9.38
07/14/2024	MN RECREATION AND PARK PCARD	\$ 440.00
07/14/2024	REI.COM EVENTS P-CARD	\$ 542.63
07/14/2024	CUB FOODS P-CARD	\$ 9.98
07/14/2024	VSP SCIENCE INTERACTIVE PCARD	\$ 278.71
07/15/2024	ACE HARDWARE P-CARD	\$ 131.20
07/15/2024	ACMETOOLS.COM P-CARD	\$ 246.71
07/15/2024	ALBERT LEA SEED HOUSE PCARD	\$ 416.00
07/15/2024	ALDI P-CARD	\$ 41.18
07/15/2024	AMAZON P-CARD	\$ 19.78
07/15/2024	AMAZON P-CARD	\$ 58.58
07/15/2024	AMAZON P-CARD	\$ 110.69
07/15/2024	AMAZON P-CARD	\$ 17.98
07/15/2024	AMAZON P-CARD	\$ 136.89
07/15/2024	AMAZON P-CARD	\$ 38.98
07/15/2024	AMAZON P-CARD	\$ 31.99
07/15/2024	AMAZON P-CARD	\$ 60.43
07/15/2024	AMAZON P-CARD	\$ 47.74
07/15/2024	AMAZON P-CARD	\$ 67.94
07/15/2024	AMAZON P-CARD	\$ 24.99
07/15/2024	AMERICAN CANOE ASSOCIATION P-CARD	\$ 30.00

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/15/2024	AMAZON P-CARD	\$ 379.98
07/15/2024	AMAZON P-CARD	\$ 123.08
07/15/2024	APPLE STORE P-CARD	\$ 0.99
07/15/2024	ARCH AND CABLE HOTEL PCARD	\$ 560.37
07/15/2024	COSTCO P-CARD	\$ 26.96
07/15/2024	CUB FOODS P-CARD	\$ 136.29
07/15/2024	CUB FOODS P-CARD	\$ 68.70
07/15/2024	DL S RADIATOR AND EXHAUST PCARD	\$ 85.00
07/15/2024	FACEBOOK P-CARD	\$ 400.00
07/15/2024	FLEET FARM P-CARD	\$ 64.99
07/15/2024	HY VEE P-CARD	\$ 5.98
07/15/2024	IN THE BUG COMPANY	\$ 33.50
07/15/2024	JOANN STORES P-CARD	\$ 21.65
07/15/2024	KATOMRESTAU PCARD	\$ 4,979.61
07/15/2024	LENOVO UNITED STATES P-CARD	\$ 161.27
07/15/2024	MENARDS P-CARD	\$ 237.93
07/15/2024	MENARDS P-CARD	\$ 250.68
07/15/2024	MENARDS P-CARD	\$ 32.22
07/15/2024	MENARDS P-CARD	\$ 49.29
07/15/2024	MENARDS P-CARD	\$ 304.97
07/15/2024	MENARDS P-CARD	\$ 199.54
07/15/2024	MENARDS P-CARD	\$ 114.44
07/15/2024	MINNESOTA ASSOCIATION P-CARD	\$ 40.00
07/15/2024	MN RECREATION AND PARK PCARD	\$ 590.00
07/15/2024	NTEPARTSDIRECT P-CARD	\$ 232.98
07/15/2024	REI.COM EVENTS P-CARD	\$ 3,090.79
07/15/2024	SAMS CLUB P-CARD	\$ 101.24
07/15/2024	SIGNATURECONCEPTS.COM PCARD	\$ 144.71
07/15/2024	TARGET P-CARD	\$ 81.49
07/15/2024	USPS P-CARD	\$ 292.00
07/15/2024	WRIST-BAND - P-CARD	\$ 2,166.00
07/16/2024	ALDI P-CARD	\$ 19.58
07/16/2024	AMAZON P-CARD	\$ 14.99
07/16/2024	AMAZON P-CARD	\$ 13.99
07/16/2024	AMAZON P-CARD	\$ 39.39
07/16/2024	AMAZON P-CARD	\$ 30.74
07/16/2024	AMAZON P-CARD	\$ 469.86
07/16/2024	AMAZON P-CARD	\$ 315.36
07/16/2024	AMAZON P-CARD	\$ 8.91
07/16/2024	AMAZON P-CARD	\$ 25.69
07/16/2024	AMAZON P-CARD	\$ 49.95
07/16/2024	COVERT SCOUTING PCARD	\$ 7.99
07/16/2024	CREEK HILL NURSERY INC PCARD	\$ (276.62)
07/16/2024	DAVIDSON'S ORGANIC TEAS	\$ 202.25
07/16/2024	KWIK TRIP P-CARD	\$ 18.40
07/16/2024	LOWES P-CARD	\$ 193.10
07/16/2024	MACKENTHUN'S FINE P-CARD	\$ 34.12
07/16/2024	MARRIOTT HOTEL P-CARD	\$ 1,059.65
07/16/2024	MENARDS P-CARD	\$ 332.84
07/16/2024	MENARDS P-CARD	\$ 246.86

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/16/2024	MENARDS P-CARD	\$ 359.50
07/16/2024	MICHAELS STORE P-CARD	\$ 21.14
07/16/2024	MINNESOTA GIS LIS CONSORT	\$ 625.00
07/16/2024	MINNESOTA TROPHIES GIFTS P-CARD	\$ 17.91
07/16/2024	OTC BRANDS, INC. P-CARD	\$ 109.99
07/16/2024	SP PAVE TOOL PCARD	\$ 216.92
07/16/2024	SWANK MOTION PICTURES PCARD	\$ 980.00
07/16/2024	TARGET P-CARD	\$ 36.63
07/16/2024	TARGET P-CARD	\$ 3.99
07/16/2024	TRACTOR SUPPLY P-CARD	\$ 93.18
07/16/2024	U OF M CONTLEARNING P-CARD	\$ 145.00
07/16/2024	U OF M CONTLEARNING P-CARD	\$ 145.00
07/16/2024	U OF M CONTLEARNING P-CARD	\$ 150.00
07/16/2024	VOLLEYBALLUSA.COM PCARD	\$ 48.92
07/16/2024	WALMART P-CARD	\$ 3.76
07/16/2024	WITTEK GOLF SUPPLY PCARD	\$ 295.20
07/17/2024	AMAZON P-CARD	\$ 259.10
07/17/2024	AMAZON P-CARD	\$ 173.27
07/17/2024	AMAZON P-CARD	\$ (14.84)
07/17/2024	AMAZON P-CARD	\$ 153.44
07/17/2024	AMAZON P-CARD	\$ 149.99
07/17/2024	AMAZON P-CARD	\$ 36.42
07/17/2024	AMAZON P-CARD	\$ 200.28
07/17/2024	AMAZON P-CARD	\$ 5.75
07/17/2024	CAB STORE P-CARD	\$ 144.98
07/17/2024	COSTCO P-CARD	\$ 165.24
07/17/2024	CUB FOODS P-CARD	\$ 25.98
07/17/2024	DRI SIGNS P-CARD	\$ 89.84
07/17/2024	FALLLINE CORP PCARD	\$ 541.82
07/17/2024	FRATTALLONES P-CARD	\$ 4.65
07/17/2024	FRATTALLONES P-CARD	\$ 23.97
07/17/2024	HOLIDAY INN P-CARD	\$ 13.71
07/17/2024	JUBILEE FOODS P-CARD	\$ 29.95
07/17/2024	LANO EQUIPMENT P-CARD	\$ 40.00
07/17/2024	LANO EQUIPMENT P-CARD	\$ 60.99
07/17/2024	LLOYDS CYLINDER HE PCARD	\$ 171.28
07/17/2024	MENARDS P-CARD	\$ 75.93
07/17/2024	MENARDS P-CARD	\$ 76.36
07/17/2024	MENARDS P-CARD	\$ 357.56
07/17/2024	MENARDS P-CARD	\$ 135.98
07/17/2024	MENARDS P-CARD	\$ 33.00
07/17/2024	MENARDS P-CARD	\$ 152.14
07/17/2024	MN STATE PARKS P-CARD	\$ 248.47
07/17/2024	ROCK HARD LANDSCAPE SUPP PCARD	\$ 80.00
07/17/2024	SAMS CLUB P-CARD	\$ 27.92
07/17/2024	STREICHES PCARD	\$ 175.33
07/17/2024	TARGET P-CARD	\$ 6.45
07/17/2024	HOME DEPOT P-CARD	\$ 86.64
07/17/2024	HOME DEPOT P-CARD	\$ 235.04
07/17/2024	WEBSTAURANT STORE P-CARD	\$ 486.79

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/17/2024	TRACTOR SUPPLY P-CARD	\$ 55.47
07/17/2024	VAN WALL EQUIPMENT PCARD	\$ 59.22
07/17/2024	VYOND-GOANIMATE INC. PCARD	\$ 1,099.00
07/17/2024	CVS PHARMACY P-CARD	\$ 27.64
07/18/2024	AMAZON P-CARD	\$ 159.94
07/18/2024	AMAZON P-CARD	\$ 43.99
07/18/2024	AMAZON P-CARD	\$ (62.36)
07/18/2024	AMAZON P-CARD	\$ 11.89
07/18/2024	AMAZON P-CARD	\$ 49.99
07/18/2024	AMAZON P-CARD	\$ 229.46
07/18/2024	AMAZON P-CARD	\$ 25.55
07/18/2024	AMAZON P-CARD	\$ 17.40
07/18/2024	AMAZON P-CARD	\$ 18.68
07/18/2024	BANKSUPPLIES PCARD	\$ 89.99
07/18/2024	BASS PRO CATALOG US P-CARD	\$ 393.85
07/18/2024	COSTCO P-CARD	\$ 18.78
07/18/2024	COSTCO P-CARD	\$ 178.51
07/18/2024	CRICUT P CARD	\$ 2.12
07/18/2024	CUB FOODS P-CARD	\$ 16.07
07/18/2024	DHARMA TRADING P CARD	\$ 83.25
07/18/2024	DOLLAR TREE P-CARD	\$ 21.81
07/18/2024	DOLLAR TREE P-CARD	\$ 5.43
07/18/2024	GRAINGER PCARD	\$ 144.55
07/18/2024	HIGHWAY 55 RENTAL AND SAL P-CARD	\$ 66.29
07/18/2024	JUBILEE FOODS P-CARD	\$ 24.15
07/18/2024	LOWES P-CARD	\$ 9.52
07/18/2024	MENARDS P-CARD	\$ 372.54
07/18/2024	MENARDS P-CARD	\$ 285.42
07/18/2024	MENARDS P-CARD	\$ 237.63
07/18/2024	MENARDS P-CARD	\$ 18.42
07/18/2024	MENARDS P-CARD	\$ 179.88
07/18/2024	MICHAELS STORE P-CARD	\$ 20.58
07/18/2024	MINNESOTA GIS LIS CONSORT	\$ 275.00
07/18/2024	PAYPAL P-CARD	\$ 270.00
07/18/2024	ROCK HARD LANDSCAPE SUPP PCARD	\$ 160.00
07/18/2024	SAMS CLUB P-CARD	\$ 21.48
07/18/2024	SAMS CLUB P-CARD	\$ 24.66
07/18/2024	SAMS CLUB P-CARD	\$ 526.06
07/18/2024	SP FOLDScopeINC P-CARD	\$ 52.00
07/18/2024	TFS FISHERSCI CHI P-CARD	\$ 234.93
07/18/2024	HOME DEPOT P-CARD	\$ 20.94
07/18/2024	HOME DEPOT P-CARD	\$ 71.85
07/18/2024	HOME DEPOT P-CARD	\$ 65.58
07/18/2024	THRIFT BOOKS GLOBAL LLC P-CARD	\$ 32.38
07/18/2024	TRACTOR SUPPLY P-CARD	\$ 97.98
07/18/2024	WINSUPPLY TWIN CITIES P-CARD	\$ 99.48
07/19/2024	AMAZON P-CARD	\$ 11.77
07/19/2024	AMAZON P-CARD	\$ (43.40)
07/19/2024	CUB FOODS P-CARD	\$ 233.93
07/19/2024	DYNASOL EYEWEAR PCARD	\$ 1,081.20

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/19/2024	FORESTRY SUPPLIES	\$ 133.84
07/19/2024	MENARDS P-CARD	\$ 80.43
07/19/2024	MENARDS P-CARD	\$ 229.15
07/19/2024	MENARDS P-CARD	\$ 10.24
07/19/2024	MENARDS P-CARD	\$ 47.98
07/19/2024	MENARDS P-CARD	\$ 50.92
07/19/2024	MENARDS P-CARD	\$ 43.64
07/19/2024	MOUND TRUE VALUE PCARD	\$ 5.37
07/19/2024	OTSEGO RESORT HOTEL PCARD	\$ 192.39
07/19/2024	PET SUPPLIES PLUS PCARD	\$ 7.02
07/19/2024	SAMS CLUB P-CARD	\$ 41.88
07/19/2024	SP ANN CLARK WHOLESALE PCARD	\$ 111.00
07/19/2024	SPIKES & HOULES LORETT PCARD	\$ 69.47
07/19/2024	HOME DEPOT P-CARD	\$ 65.38
07/19/2024	THE MUSTARD SEED P-CARD	\$ 91.04
07/19/2024	TIDE CLEANERS PCARD	\$ 692.55
07/19/2024	VICTORIA REPAIR PCARD	\$ 25.00
07/20/2024	AMAZON P-CARD	\$ 100.53
07/20/2024	AMAZON P-CARD	\$ 11.69
07/20/2024	AMAZON P-CARD	\$ 342.00
07/20/2024	AMAZON P-CARD	\$ 19.38
07/20/2024	AMAZON P-CARD	\$ 58.77
07/20/2024	AMAZON P-CARD	\$ 38.58
07/20/2024	AMAZON P-CARD	\$ 18.99
07/20/2024	AMAZON P-CARD	\$ 142.01
07/20/2024	AMAZON P-CARD	\$ 78.00
07/20/2024	AMAZON P-CARD	\$ 5.09
07/20/2024	AMAZON P-CARD	\$ 18.32
07/20/2024	AMAZON P-CARD	\$ 67.16
07/20/2024	AMAZON P-CARD	\$ 15.95
07/20/2024	CUB FOODS P-CARD	\$ 56.57
07/20/2024	DNH GODADDY P CARD	\$ 23.17
07/20/2024	FLEET FARM P-CARD	\$ 157.76
07/20/2024	JUBILEE FOODS P-CARD	\$ 11.77
07/20/2024	MAILCHIMP P-CARD	\$ 26.50
07/20/2024	MENARDS P-CARD	\$ 49.29
07/20/2024	MENARDS P-CARD	\$ 69.60
07/20/2024	MENARDS P-CARD	\$ 83.41
07/20/2024	MENARDS P-CARD	\$ 737.18
07/20/2024	MICHAELS STORE P-CARD	\$ 34.57
07/20/2024	HOME DEPOT P-CARD	\$ 118.81
07/21/2024	AMAZON P-CARD	\$ 12.65
07/21/2024	AMAZON P-CARD	\$ 83.44
07/21/2024	AMAZON P-CARD	\$ 19.52
07/21/2024	AMAZON P-CARD	\$ 56.63
07/21/2024	AMAZON P-CARD	\$ 31.52
07/21/2024	AMAZON P-CARD	\$ 39.32
07/21/2024	AMAZON P-CARD	\$ 38.41
07/21/2024	AMAZON P-CARD	\$ 8.50
07/21/2024	AMAZON P-CARD	\$ 202.66

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/21/2024	AMAZON P-CARD	\$ 25.98
07/21/2024	AMAZON P-CARD	\$ 296.09
07/21/2024	AMAZON P-CARD	\$ 37.99
07/21/2024	APPLE STORE P-CARD	\$ 0.99
07/21/2024	CUB FOODS P-CARD	\$ 3.79
07/21/2024	CUB FOODS P-CARD	\$ 42.46
07/21/2024	FLEET FARM P-CARD	\$ 52.58
07/21/2024	PARACORDPLANET.COM P-CARD	\$ 59.35
07/21/2024	CUB FOODS P-CARD	\$ 18.05
07/21/2024	HOME DEPOT P-CARD	\$ 416.55
07/22/2024	ACE HARDWARE P-CARD	\$ 263.86
07/22/2024	AMAZON P-CARD	\$ 21.86
07/22/2024	AMAZON P-CARD	\$ 18.78
07/22/2024	AMAZON P-CARD	\$ (18.80)
07/22/2024	AMAZON P-CARD	\$ 19.52
07/22/2024	AMAZON P-CARD	\$ 115.76
07/22/2024	BATTERIES+BULBS P-CARD	\$ 77.54
07/22/2024	BLICK ART P-CARD	\$ 113.94
07/22/2024	CAB STORE P-CARD	\$ 86.96
07/22/2024	CUB FOODS P-CARD	\$ 56.98
07/22/2024	CUB FOODS P-CARD	\$ 23.41
07/22/2024	DICKS SPORTING GOODS P-CARD	\$ 86.66
07/22/2024	DRI SIGNS P-CARD	\$ 145.86
07/22/2024	ENVELOPES.COM P-CARD	\$ 729.22
07/22/2024	FLEET FARM P-CARD	\$ 16.38
07/22/2024	HIRSHFIELDS P-CARD	\$ 217.96
07/22/2024	HIRSHFIELDS P-CARD	\$ 12.03
07/22/2024	IN THE BUG COMPANY	\$ 31.00
07/22/2024	MACH LUMBER PCARD	\$ 58.23
07/22/2024	MENARDS P-CARD	\$ 88.68
07/22/2024	MENARDS P-CARD	\$ 23.05
07/22/2024	MICHAELS STORE P-CARD	\$ 34.75
07/22/2024	MOUND TRUE VALUE PCARD	\$ 32.17
07/22/2024	MOUND TRUE VALUE PCARD	\$ 37.98
07/22/2024	NSAPA P-CARD	\$ 35.00
07/22/2024	NTEPARTSDIRECT P-CARD	\$ 78.27
07/22/2024	PAYPAL P-CARD	\$ 46.00
07/22/2024	PRIOR LAKE HDWE PCARD	\$ 18.94
07/22/2024	SAMS CLUB P-CARD	\$ 65.71
07/22/2024	SAMS CLUB P-CARD	\$ 41.88
07/22/2024	SKID STEER SOLUTIONS INC P-CARD	\$ 470.06
07/22/2024	STICKERAPP PCARD	\$ 255.03
07/22/2024	TARGET P-CARD	\$ 23.85
07/22/2024	TARGET P-CARD	\$ 22.28
07/22/2024	TARGET P-CARD	\$ 29.41
07/22/2024	TARGET P-CARD	\$ 56.92
07/22/2024	HOME DEPOT P-CARD	\$ 68.71
07/22/2024	HOME DEPOT P-CARD	\$ 124.56
07/22/2024	HOME DEPOT P-CARD	\$ 74.82
07/22/2024	HOME DEPOT P-CARD	\$ 34.74

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/22/2024	HOME DEPOT P-CARD	\$ 20.51
07/22/2024	TRACTOR SUPPLY P-CARD	\$ 5.99
07/22/2024	VADOS BAIT & TACKLE PCARD	\$ 35.60
07/22/2024	WHEN I WORK	\$ 648.00
07/22/2024	WINSUPPLY TWIN CITIES P-CARD	\$ 106.03
07/23/2024	ACE HARDWARE P-CARD	\$ 17.25
07/23/2024	ALDI P-CARD	\$ 11.76
07/23/2024	ALMSTEDS CRYSTAL SU PCARD	\$ 18.50
07/23/2024	AMAZON P-CARD	\$ 101.90
07/23/2024	AMAZON P-CARD	\$ 47.73
07/23/2024	AMAZON P-CARD	\$ 211.29
07/23/2024	AMAZON P-CARD	\$ 160.04
07/23/2024	AMAZON P-CARD	\$ 302.87
07/23/2024	AMAZON P-CARD	\$ 222.84
07/23/2024	AMAZON P-CARD	\$ 17.88
07/23/2024	AMAZON P-CARD	\$ 30.32
07/23/2024	AMAZON P-CARD	\$ 44.29
07/23/2024	AMAZON P-CARD	\$ (20.47)
07/23/2024	AMAZON P-CARD	\$ 125.74
07/23/2024	AMAZON P-CARD	\$ 19.98
07/23/2024	AMAZON P-CARD	\$ 10.99
07/23/2024	AMAZON P-CARD	\$ 40.47
07/23/2024	ARCH AND CABLE HOTEL PCARD	\$ 626.28
07/23/2024	ASSOC NATURE CTR ADMIN P-CARD	\$ 650.00
07/23/2024	CUB FOODS P-CARD	\$ 77.42
07/23/2024	CONFERENCE FEES P-CARD	\$ 314.00
07/23/2024	COSTCO P-CARD	\$ 99.46
07/23/2024	CUB FOODS P-CARD	\$ 32.25
07/23/2024	DOLLAR TREE P-CARD	\$ 11.25
07/23/2024	EASTSIDE FOOD COOP PCARD	\$ 12.46
07/23/2024	EB RETURN TO FIRST ME PCARD	\$ 161.90
07/23/2024	HOLIDAY STATIONS P-CARD	\$ 7.49
07/23/2024	HOLIDAY STATIONS P-CARD	\$ 6.58
07/23/2024	HY VEE P-CARD	\$ 29.33
07/23/2024	JUBILEE FOODS P-CARD	\$ 83.40
07/23/2024	KWIK TRIP P-CARD	\$ 22.03
07/23/2024	LENOVO UNITED STATES P-CARD	\$ 152.29
07/23/2024	MENARDS P-CARD	\$ 32.30
07/23/2024	MENARDS P-CARD	\$ 42.73
07/23/2024	MENARDS P-CARD	\$ 310.84
07/23/2024	MENARDS P-CARD	\$ 5.30
07/23/2024	MENARDS P-CARD	\$ 85.46
07/23/2024	MENARDS P-CARD	\$ 654.14
07/23/2024	MICHAELS STORE P-CARD	\$ 44.85
07/23/2024	MICHAELS STORE P-CARD	\$ 35.33
07/23/2024	MINNESOTA GIS LIS CONSORT	\$ 575.00
07/23/2024	MN HELICOPTERS PCARD	\$ 948.00
07/23/2024	PAYPAL P-CARD	\$ 570.00
07/23/2024	SAMS CLUB P-CARD	\$ 41.88
07/23/2024	SIGNATURECONCEPTS.COM PCARD	\$ 887.43

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/23/2024	SQ MYSTIC WATER PCARD	\$ 210.60
07/23/2024	SQ STAPLE WASP LLC PCARD	\$ 2,838.73
07/23/2024	HOME DEPOT P-CARD	\$ 74.29
07/23/2024	HOME DEPOT P-CARD	\$ 77.47
07/23/2024	HOME DEPOT P-CARD	\$ 227.10
07/23/2024	HOME DEPOT P-CARD	\$ 282.02
07/23/2024	TREETOPS RESORT PCARD	\$ 1,061.10
07/23/2024	WALMART P-CARD	\$ 84.98
07/23/2024	ZOHO-ZOHO CORP PCARD	\$ 355.00
07/24/2024	ACMETOOLS.COM P-CARD	\$ 384.98
07/24/2024	AMAZON P-CARD	\$ 6.98
07/24/2024	AMAZON P-CARD	\$ 34.99
07/24/2024	AMAZON P-CARD	\$ 25.87
07/24/2024	AMAZON P-CARD	\$ 215.36
07/24/2024	AMAZON P-CARD	\$ 9.99
07/24/2024	AMAZON P-CARD	\$ 53.12
07/24/2024	AMAZON P-CARD	\$ 29.70
07/24/2024	AMAZON P-CARD	\$ 156.78
07/24/2024	AMAZON P-CARD	\$ 29.56
07/24/2024	AMAZON P-CARD	\$ 12.99
07/24/2024	AMAZON P-CARD	\$ 23.50
07/24/2024	AMERICAN CANOE ASSOCIATION P-CARD	\$ 30.00
07/24/2024	AMAZON P-CARD	\$ 25.80
07/24/2024	AMAZON P-CARD	\$ 46.54
07/24/2024	AMAZON P-CARD	\$ 7.59
07/24/2024	AMAZON P-CARD	\$ 17.82
07/24/2024	AMAZON P-CARD	\$ 26.04
07/24/2024	BILLS SUPERETTE P-CARD	\$ 15.60
07/24/2024	CHIPOTLE P-CARD	\$ 349.53
07/24/2024	CUB FOODS P-CARD	\$ 66.36
07/24/2024	CUB FOODS P-CARD	\$ 32.12
07/24/2024	DRI UPRINTING PCARD	\$ 988.08
07/24/2024	EB RETURN TO FIRST ME PCARD	\$ 161.90
07/24/2024	FEDEX PCARD	\$ 133.27
07/24/2024	FLEET FARM P-CARD	\$ 69.96
07/24/2024	GRAINGER PCARD	\$ 249.83
07/24/2024	GRAINGER PCARD	\$ 95.38
07/24/2024	HOLIDAY INN P-CARD	\$ 118.11
07/24/2024	HOLIDAY STATIONS P-CARD	\$ 7.49
07/24/2024	HOLIDAY STATIONS P-CARD	\$ 28.98
07/24/2024	HOLIDAY STATIONS P-CARD	\$ 82.90
07/24/2024	HY VEE P-CARD	\$ 36.66
07/24/2024	IN PRISMA INTERNATIONAL PCARD	\$ 631.45
07/24/2024	KWIK TRIP P-CARD	\$ 29.16
07/24/2024	LA PARCELA PRODUCE PCARD	\$ 70.94
07/24/2024	GEARWEST.COM	\$ 15.00
07/24/2024	LUNDS&BYERLYS P-CARD	\$ 88.49
07/24/2024	MACKENTHUN'S FINE P-CARD	\$ 7.00
07/24/2024	MELIO GREENHAVEN PRINTING PCARD	\$ 100.48
07/24/2024	MELIO MELIO PCARD	\$ 2.91

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/24/2024	MENARDS P-CARD	\$ 395.81
07/24/2024	MENARDS P-CARD	\$ 315.97
07/24/2024	MENARDS P-CARD	\$ 128.92
07/24/2024	MENARDS P-CARD	\$ 71.63
07/24/2024	OVERNIGHT P-CARD	\$ 62.37
07/24/2024	PETSMART P-CARD	\$ 19.70
07/24/2024	SAMS CLUB P-CARD	\$ 56.40
07/24/2024	SAMS CLUB P-CARD	\$ 86.62
07/24/2024	CUB FOODS P-CARD	\$ 30.37
07/24/2024	TARGET P-CARD	\$ 23.94
07/24/2024	TARGET P-CARD	\$ 22.94
07/24/2024	TARGET P-CARD	\$ 25.47
07/24/2024	TARGET P-CARD	\$ 29.97
07/24/2024	HOME DEPOT P-CARD	\$ 120.68
07/24/2024	HOME DEPOT P-CARD	\$ 24.09
07/24/2024	HOME DEPOT P-CARD	\$ 22.78
07/24/2024	U OF M CONTLEARNING P-CARD	\$ 1,160.00
07/24/2024	WORLD CENTRIC	\$ 684.15
07/25/2024	23 LAKESHORE LEARNING P-CARD	\$ 4.79
07/25/2024	AMAZON P-CARD	\$ 202.86
07/25/2024	AMAZON P-CARD	\$ 57.77
07/25/2024	AMAZON P-CARD	\$ 27.60
07/25/2024	AMAZON P-CARD	\$ 32.49
07/25/2024	AMAZON P-CARD	\$ 22.08
07/25/2024	AMAZON P-CARD	\$ 91.32
07/25/2024	AMAZON P-CARD	\$ 15.99
07/25/2024	AMAZON P-CARD	\$ 140.56
07/25/2024	AMAZON P-CARD	\$ 199.12
07/25/2024	AMAZON P-CARD	\$ 25.99
07/25/2024	CAROLINA BIOLOGIC SUPPLY PCARD	\$ 150.31
07/25/2024	WESTERN CANOEING & KAY PCARD	\$ 136.96
07/25/2024	GRADYS ACE HDWE P-CARDS	\$ 4.49
07/25/2024	GRAINGER PCARD	\$ 105.97
07/25/2024	MENARDS P-CARD	\$ 254.62
07/25/2024	MENARDS P-CARD	\$ 9.99
07/25/2024	MINNESOTA GIS LIS CONSORT	\$ 425.00
07/25/2024	MONARCH WATCH PCARD	\$ 65.00
07/25/2024	NORTHERN TOOL & EQUIPMENT CO P CARD	\$ 1,599.99
07/25/2024	NORTH CENTRAL TRUCK ACCE P-CARD	\$ 479.32
07/25/2024	SAMS CLUB P-CARD	\$ 311.75
07/25/2024	SLOAN VALVE PCARD	\$ 45.60
07/25/2024	TECHNIDEA CORPORATION PCARD	\$ 195.00
07/25/2024	HOME DEPOT P-CARD	\$ 58.49
07/25/2024	HOME DEPOT P-CARD	\$ 93.83
07/25/2024	U OF M CONTLEARNING P-CARD	\$ 725.00
07/25/2024	VADOS BAIT & TACKLE PCARD	\$ 36.76
07/25/2024	WHEN I WORK	\$ 39.00
07/26/2024	AMAZON P-CARD	\$ 76.08
07/26/2024	AMAZON P-CARD	\$ 73.92
07/26/2024	AMAZON P-CARD	\$ 29.21

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/26/2024	AMAZON P-CARD	\$ 28.45
07/26/2024	AMAZON P-CARD	\$ 74.00
07/26/2024	CU ORNITHOLOGY PFW P-CARD	\$ 18.00
07/26/2024	CUB FOODS P-CARD	\$ 34.69
07/26/2024	CUB FOODS P-CARD	\$ 16.79
07/26/2024	WESTERN CANOEING & KAY PCARD	\$ 56.45
07/26/2024	EROSION PRODUCTS LLC P CARD	\$ 178.50
07/26/2024	FEDCO SEEDS P-CARD	\$ 245.25
07/26/2024	FERGUSON P-CARD	\$ 112.43
07/26/2024	FRATTALLONES P-CARD	\$ 33.92
07/26/2024	GOPHER ACE PCARD	\$ 35.13
07/26/2024	GRAINGER PCARD	\$ 243.70
07/26/2024	MENARDS P-CARD	\$ 288.31
07/26/2024	MENARDS P-CARD	\$ 121.07
07/26/2024	MOUND TRUE VALUE PCARD	\$ 66.52
07/26/2024	PARACORDPLANET.COM P-CARD	\$ 118.67
07/26/2024	ROTH SUGAR BUSH P CARD	\$ 27.90
07/26/2024	TARGET P-CARD	\$ 5.99
07/26/2024	TFS FISHERSCI CHI P-CARD	\$ 183.87
07/26/2024	HOME DEPOT P-CARD	\$ 131.52
07/26/2024	HOME DEPOT P-CARD	\$ 3.58
07/26/2024	HOME DEPOT P-CARD	\$ 29.94
07/26/2024	WEBSTAURANT STORE P-CARD	\$ 494.02
07/26/2024	WEBSTICKER.COM	\$ 1,385.00
07/26/2024	WALMART P-CARD	\$ 54.08
07/27/2024	AIA P-CARD	\$ 1,596.00
07/27/2024	ALDI P-CARD	\$ 17.34
07/27/2024	AMAZON P-CARD	\$ 16.00
07/27/2024	AMAZON P-CARD	\$ 97.82
07/27/2024	AMAZON P-CARD	\$ 8.99
07/27/2024	AMAZON P-CARD	\$ 119.96
07/27/2024	AMAZON P-CARD	\$ 54.65
07/27/2024	AMAZON P-CARD	\$ 37.13
07/27/2024	AMAZON P-CARD	\$ 52.19
07/27/2024	AMAZON P-CARD	\$ 39.92
07/27/2024	APPLE STORE P-CARD	\$ 0.99
07/27/2024	APPLE STORE P-CARD	\$ 9.99
07/27/2024	CUB FOODS P-CARD	\$ 10.47
07/27/2024	TARGET P-CARD	\$ 29.40
07/27/2024	HOME DEPOT P-CARD	\$ 18.42
07/27/2024	HOME DEPOT P-CARD	\$ 17.06
07/28/2024	AMAZON P-CARD	\$ 539.32
07/28/2024	AMAZON P-CARD	\$ 24.97
07/28/2024	AMAZON P-CARD	\$ 30.47
07/28/2024	AMAZON P-CARD	\$ 63.84
07/28/2024	AMAZON P-CARD	\$ 68.60
07/28/2024	AMAZON P-CARD	\$ 186.63
07/28/2024	AMAZON P-CARD	\$ (29.21)
07/28/2024	COSTCO P-CARD	\$ 117.68
07/28/2024	FACEBOOK P-CARD	\$ 400.00

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/28/2024	FLEET FARM P-CARD	\$ 57.41
07/28/2024	FRATTALLONES P-CARD	\$ 20.33
07/28/2024	HOMEDEPOT.COM	\$ 107.29
07/28/2024	RICHARDSON NATURE CENTER P CARD	\$ 8.19
07/28/2024	WHEN I WORK	\$ 19.35
07/29/2024	ACMETOOLS.COM P-CARD	\$ 22.78
07/29/2024	ACMETOOLS.COM P-CARD	\$ 308.18
07/29/2024	AMAZON P-CARD	\$ 27.85
07/29/2024	AMAZON P-CARD	\$ 53.12
07/29/2024	AMAZON P-CARD	\$ 19.89
07/29/2024	AMAZON P-CARD	\$ 22.80
07/29/2024	AMAZON P-CARD	\$ 92.46
07/29/2024	AMAZON P-CARD	\$ 88.01
07/29/2024	AMAZON P-CARD	\$ 358.52
07/29/2024	AMAZON P-CARD	\$ 37.92
07/29/2024	AQUARIUS WATER CONDITIONI PCARD	\$ 698.00
07/29/2024	CUB FOODS P-CARD	\$ 42.20
07/29/2024	DELANO PCARD	\$ 64.39
07/29/2024	DRI SIGNS P-CARD	\$ 59.00
07/29/2024	GRAINGER PCARD	\$ 525.96
07/29/2024	JACKS SMALL ENGINES & GEN PCARD	\$ 170.46
07/29/2024	JUBILEE FOODS P-CARD	\$ 42.65
07/29/2024	JUBILEE FOODS P-CARD	\$ 101.79
07/29/2024	LOWES P-CARD	\$ 149.95
07/29/2024	LOWES P-CARD	\$ 119.00
07/29/2024	MACKENTHUN'S FINE P-CARD	\$ 12.53
07/29/2024	NORTHERN TOOL & EQUIPMENT CO P CARD	\$ 179.98
07/29/2024	NTE 5404 PCARD	\$ 242.13
07/29/2024	POWER MOWER SALES WEB PCARD	\$ 48.89
07/29/2024	TARGET P-CARD	\$ 18.57
07/29/2024	TARGET P-CARD	\$ 41.60
07/29/2024	TARGET P-CARD	\$ 5.67
07/29/2024	HOME DEPOT P-CARD	\$ 41.17
07/29/2024	HOME DEPOT P-CARD	\$ 5.40
07/29/2024	HOME DEPOT P-CARD	\$ 62.85
07/29/2024	HOME DEPOT P-CARD	\$ 74.93
07/29/2024	UPS P-CARD	\$ 24.79
07/29/2024	USPS P-CARD	\$ 1.46
07/29/2024	WALMART P-CARD	\$ 13.74
07/30/2024	ACE HARDWARE P-CARD	\$ 54.99
07/30/2024	AMAZON P-CARD	\$ 75.96
07/30/2024	AMAZON P-CARD	\$ 32.99
07/30/2024	AMAZON P-CARD	\$ 52.96
07/30/2024	AMAZON P-CARD	\$ 41.23
07/30/2024	AMAZON P-CARD	\$ 11.25
07/30/2024	AMAZON P-CARD	\$ 51.66
07/30/2024	AMAZON P-CARD	\$ 107.80
07/30/2024	ANOKA COUNTY PARKS P-CARD	\$ 7.00
07/30/2024	CHIPOTLE P-CARD	\$ 393.56
07/30/2024	COSTCO P-CARD	\$ 17.58

Procurement Card Transactions for the Month of July 2024

Transaction Date	Vendor Name	Amount
07/30/2024	COSTCO P-CARD	\$ 51.02
07/30/2024	CUB FOODS P-CARD	\$ 40.12
07/30/2024	DRI ESIGNS P-CARD	\$ 121.10
07/30/2024	ETSY.COM P-CARD	\$ 105.55
07/30/2024	FOLKMANISI-QUIVRSINC P-CARD	\$ 272.22
07/30/2024	FRATTALLONES P-CARD	\$ 18.75
07/30/2024	GRAINGER PCARD	\$ 171.12
07/30/2024	KULLY SUPPLY PCARD	\$ 361.90
07/30/2024	LOWES P-CARD	\$ 44.90
07/30/2024	LUNDS&BYERLYS P-CARD	\$ 5.38
07/30/2024	MASTER ELECTRONICS P-CARD	\$ 128.94
07/30/2024	MICHAELS STORE P-CARD	\$ 27.17
07/30/2024	MICHAELS STORE P-CARD	\$ 27.13
07/30/2024	MN RECREATION AND PARK PCARD	\$ 285.00
07/30/2024	MOUND TRUE VALUE PCARD	\$ 19.10
07/30/2024	PET SUPPLIES PLUS PCARD	\$ 6.48
07/30/2024	SAMS CLUB P-CARD	\$ 41.88
07/30/2024	SCHEELS ALL SPORTS P-CARD	\$ 14.10
07/30/2024	TARGET P-CARD	\$ 81.69
07/30/2024	TRACTOR SUPPLY P-CARD	\$ 32.48
07/30/2024	VISTAPRINT.COM P-CARD	\$ 282.86
07/31/2024	AMAZON P-CARD	\$ 11.99
07/31/2024	EASYCSV P-CARD	\$ 29.00
07/31/2024	MIDWEST SKI AREAS ASSOCIA P-CARD	\$ 1,050.00
Total Procurement Card Transactions		<u>\$ 159,638.62</u>

Accounts Payable Checks by Period and Year
08/09/2024 to 09/12/2024

Check Date	Check Number	Vendor Name	Check Amount
08/15/2024	13571(A)	106 GROUP LTD	\$ 1,100.49
08/15/2024	13572(A)	A-1 OUTDOOR POWER	\$ 582.99
08/15/2024	13573(A)	ACI ASPHALT AND CONCRETE INC	\$ 85,260.46
08/15/2024	13574(A)	ACME TOOLS	\$ 2,589.00
08/15/2024	13575(A)	ACTION OVERHEAD GARAGE DOOR CO LLC	\$ 323.00
08/15/2024	13576(A)	ADAMS PEST CONTROL	\$ 880.00
08/15/2024	13577(A)	AMAZON CAPITAL SERVICES INC	\$ 79.96
08/15/2024	13578(A)	WM CORPORATE SERVICES INC	\$ 21,816.68
08/15/2024	13579(A)	ASSURED SECURITY	\$ 165.17
08/15/2024	13580(A)	AUDIO LOGIC SYSTEMS	\$ 285.00
08/15/2024	13581(A)	BAYCOM INC	\$ 58.75
08/15/2024	13582(A)	BOLTON AND MENK INC	\$ 4,112.50
08/15/2024	13583(A)	BOYER FORD TRUCKS INC	\$ 8,656.23
08/15/2024	13584(A)	CANON SOLUTIONS AMERICA INC	\$ 730.59
08/15/2024	13585(A)	CANVAS CRAFT INC	\$ 2,008.92
08/15/2024	13586(A)	CAPITOL BEVERAGE SALES LP	\$ 408.50
08/15/2024	13587(A)	CDW GOVERNMENT INC	\$ 179.41
08/15/2024	13588(A)	CEMSTONE PRODUCTS CO INC	\$ 717.50
08/15/2024	13589(A)	CENTRAL MCGOWAN INC	\$ 235.80
08/15/2024	13590(A)	CHIEFS TOWING INC	\$ 273.13
08/15/2024	13591(A)	COMPLETE BEVERAGE SERVICE	\$ 222.00
08/15/2024	13592(A)	CONSERVATION CORPS MN & IOWA	\$ 29,400.00
08/15/2024	13593(A)	THE COOKIE CART	\$ 300.00
08/15/2024	13594(A)	DAHLHEIMER DISTRIBUTING CO	\$ 5,203.00
08/15/2024	13595(A)	DEANE'S KOMBUCHA LLC	\$ 590.80
08/15/2024	13596(A)	DENNYS 5TH AVENUE BAKERY	\$ 780.14
08/15/2024	13597(A)	DUANES SEPTIC SERVICES	\$ 630.00
08/15/2024	13598(A)	FREEWAY FORD	\$ 182.80
08/15/2024	13599(A)	GRAINGER	\$ 2,040.47
08/15/2024	13600(A)	GREAT LAKES COCA COLA DIST LLC	\$ 3,577.49
08/15/2024	13601(A)	HASSAN SAND AND GRAVEL INC	\$ 4,203.61
08/15/2024	13602(A)	HOLDAHL COMPANY	\$ 217.67
08/15/2024	13603(A)	HORIZON COMMERCIAL POOL SUPPLY	\$ 3,558.70
08/15/2024	13604(A)	INDEPENDENT TECHNOLOGIES INC	\$ 78.50
08/15/2024	13605(A)	INTERMIX BEVERAGE	\$ 1,096.89
08/15/2024	13606(A)	JOHNSTONE SUPPLY	\$ 150.56
08/15/2024	13607(A)	KRAEMER MINING AND MATERIALS INC	\$ 651.54
08/15/2024	13608(A)	LARKIN HOFFMAN	\$ 3,333.00
08/15/2024	13609(A)	M AMUNDSON CO	\$ 504.42
08/15/2024	13610(A)	METRO SALES INC	\$ 123.73
08/15/2024	13611(A)	MTI DISTRIBUTING INC	\$ 2,744.41
08/15/2024	13612(A)	MINNESOTA PLAYGROUND INC	\$ 2,812.00
08/15/2024	13613(A)	NORTHSTAR MAINTENANCE MANAGEMENT	\$ 684.78
08/15/2024	13614(A)	PER MAR SECURITY SERVICES	\$ 3,599.18
08/15/2024	13615(A)	PERFORMANCE FOODSERVICE	\$ 6,313.14
08/15/2024	13616(A)	PETERSON SALT & WATER TREATMENT	\$ 642.44
08/15/2024	13617(A)	PRAIRIE RESTORATION INC	\$ 891.11
08/15/2024	13618(A)	PRO-WEST & ASSOCIATES INC	\$ 3,150.00

Check Date	Check Number	Vendor Name	Check Amount
08/15/2024	13619(A)	REN STOKESBARY	\$ 160.00
08/15/2024	13620(A)	RICHFIELD PLUMBING	\$ 9,194.23
08/15/2024	13621(A)	SAFETYFIRST PLAYGROUND MAINTENANCE	\$ 2,000.00
08/15/2024	13622(A)	SHAMROCK GROUP	\$ 332.73
08/15/2024	13623(A)	SHERWIN WILLIAMS CO	\$ 1,030.15
08/15/2024	13624(A)	SHI INTERNATIONAL CORP.	\$ 2,863.72
08/15/2024	13625(A)	STANTEC CONSULTING SERVICES	\$ 8,089.25
08/15/2024	13626(A)	STORM CREEK	\$ 3,069.44
08/15/2024	13627(A)	STREICHER'S	\$ 306.95
08/15/2024	13628(A)	SUBURBAN TIRE WHOLESALE INC	\$ 903.32
08/15/2024	13629(A)	SYSCO MINNESOTA INC	\$ 600.94
08/15/2024	13630(A)	TD ANDERSON INC	\$ 56.00
08/15/2024	13631(A)	TITAN MACHINERY INC	\$ 35.75
08/15/2024	13632(A)	TWIN CITY SEED CO	\$ 268.40
08/15/2024	13633(A)	UHL COMPANY INC	\$ 56.10
08/15/2024	13634(A)	VERMONT SYSTEMS INC	\$ 6,977.14
08/15/2024	13635(A)	VERSATILE VEHICLES INC	\$ 1,352.00
08/15/2024	13636(A)	VESTIS GROUP, INC	\$ 292.19
08/15/2024	13637(A)	VIKING ELECTRIC SUPPLY	\$ 1,078.58
08/15/2024	13638(A)	WATSON COMPANY INC, THE	\$ 2,463.05
08/15/2024	13639(A)	WHEELER LUMBER LLC	\$ 167.93
08/15/2024	13640(A)	WM MUELLER & SONS INC	\$ 291.75
08/15/2024	13641(A)	ZIEGLER INC	\$ 418.90
08/15/2024	13642(A)	RECREONICS	\$ 2,875.02
08/15/2024	707671	ACCURATE RADAR SPECIALTIES	\$ 290.00
08/15/2024	707672	AGASSIZ SEEDS & SUPPLY PCARD	\$ 211.33
08/15/2024	707673	Alecia Engelmeyer	\$ 723.90
08/15/2024	707674	ASL INTREPRETING SERVICES	\$ 336.00
08/15/2024	707675	ASPEN MILLS INC	\$ 16.00
08/15/2024	707676	AT&T MOBILITY LLC	\$ 34.88
08/15/2024	707677	B&W SPECIALTY COFFEE CO	\$ 281.00
08/15/2024	707678	CITY OF BLOOMINGTON	\$ 928.83
08/15/2024	707679	BREAKTHRU BEVERAGE MN BEER LLC	\$ 3,077.10
08/15/2024	707680	BRYAN ROCK PRODUCTS INC	\$ 4,323.20
08/15/2024	707681	COLOTON BYRNE	\$ 26.00
08/15/2024	707682	CAPITAL ONE TRADE CREDIT	\$ 95.00
08/15/2024	707683	RICK CARLSON	\$ 450.00
08/15/2024	707684	CENTERPOINT ENERGY	\$ 530.31
08/15/2024	707685	CENTURY LINK	\$ 668.93
08/15/2024	707686	CENTURY LINK	\$ 181.08
08/15/2024	707687	CINTAS CORPORATION	\$ 321.67
08/15/2024	707688	CINTAS FIRST AID & SAFETY	\$ 54.82
08/15/2024	707689	CNH INDUSTRIAL ACCOUNTS	\$ 371.65
08/15/2024	707690	COMCAST	\$ 1,190.68
08/15/2024	707691	CONTECH ENGINEERED SOLUTIONS LLC	\$ 908.66
08/15/2024	707692	Cub Scout Pack 329	\$ 108.00
08/15/2024	707693	IMPERIAL DADE	\$ 7,276.12
08/15/2024	707694	DELANO CARQUEST	\$ 56.38
08/15/2024	707695	DIRECTV	\$ 351.48
08/15/2024	707696	DIVERSIFIED PAVING	\$ 23,990.00
08/15/2024	707697	FRONTIER COMMUNICATIONS	\$ 413.88

Check Date	Check Number	Vendor Name	Check Amount
08/15/2024	707698	GERTENS	\$ 1,611.57
08/15/2024	707699	Heidi Thorp	\$ 49.93
08/15/2024	707700	HERITAGE PROFESSIONAL PRODUCTS GRP	\$ 1,755.42
08/15/2024	707701	INDELCO PLASTICS	\$ 349.50
08/15/2024	707702	JIRIK SOD FARMS INC	\$ 1,497.44
08/15/2024	707703	JOHN DEERE FINANCIAL	\$ 1,225.40
08/15/2024	707704	DAMON JOHNSON	\$ 41.00
08/15/2024	707705	KELLY GREEN IRRIGATION	\$ 175.25
08/15/2024	707706	LANGUAGE LINE SERVICES	\$ 221.12
08/15/2024	707707	LANO EQUIPMENT	\$ 1,852.05
08/15/2024	707708	Laura Krsnak	\$ 295.00
08/15/2024	707709	LEVAHN BROS HARDWARE	\$ 44.27
08/15/2024	707710	LUMEN ACCESS BILL	\$ 1,063.00
08/15/2024	707711	MILLER-DUNWIDDIE ARCHITECTS INC	\$ 725.73
08/15/2024	707712	MOTOROLA SOLUTIONS	\$ 829.29
08/15/2024	707713	NAPA AUTO PARTS	\$ 71.65
08/15/2024	707714	NORTH CENTRAL BUS & EQUIPMENT INC	\$ 178,380.00
08/15/2024	707715	PREMIUM WATERS INC	\$ 36.31
08/15/2024	707716	ROCK HARD LANDSCAPE SUPPLY	\$ 335.00
08/15/2024	707717	SAMSARA INC	\$ 31,038.00
08/15/2024	707718	SCHINDLER ELEVATOR CORP	\$ 170.00
08/15/2024	707719	SHERIDAN SHEET METAL CO	\$ 66.00
08/15/2024	707720	ANNE SHERIDAN	\$ 670.79
08/15/2024	707721	SITEONE LANDSCAPE SUPPLY LLC	\$ 3,002.95
08/15/2024	707722	SMSC ORGANICS RECYCLING FACILITY	\$ 812.80
08/15/2024	707723	SRIXON/CLEVELAND GOLF/XXIO	\$ 208.00
08/15/2024	707724	Tim Roush	\$ 54.18
08/15/2024	707725	TONKA BAY MARINA	\$ 179.81
08/15/2024	707726	WHITE CAP CONSTRUCTION SUPPLY	\$ 505.00
08/22/2024	13643(A)	RICHARDSON CAP COMPANY	\$ 571.76
08/22/2024	13644(A)	1ST AYD CORPORATION	\$ 1,135.50
08/22/2024	13645(A)	ACE HARDWARE AND PAINT	\$ 15.98
08/22/2024	13646(A)	ACTION OVERHEAD GARAGE DOOR CO LLC	\$ 715.00
08/22/2024	13647(A)	AGASSIZ SEED & SUPPLY	\$ 720.00
08/22/2024	13648(A)	AH HERMEL COMPANY	\$ 356.58
08/22/2024	13649(A)	ALERUS FINANCIAL NA	\$ 132.00
08/22/2024	13650(A)	AMAZON CAPITAL SERVICES INC	\$ 86.98
08/22/2024	13651(A)	AUTOWORKS COLLISION CENTER INC	\$ 4,148.40
08/22/2024	13652(A)	BAYCOM INC	\$ 101.53
08/22/2024	13653(A)	BERGERSON CASWELL INC	\$ 4,392.57
08/22/2024	13654(A)	BERRY COFFEE COMPANY INC	\$ 294.00
08/22/2024	13655(A)	BLAKEBOROUGH HARDSCAPES LLC	\$ 66,302.98
08/22/2024	13656(A)	CANVAS CRAFT INC	\$ 850.00
08/22/2024	13657(A)	CAPITOL BEVERAGE SALES LP	\$ 524.15
08/22/2024	13658(A)	CCMSI	\$ 953.00
08/22/2024	13659(A)	CEMSTONE PRODUCTS CO INC	\$ 1,045.00
08/22/2024	13660(A)	CENTRA SOTA COOPERATIVE	\$ 43,866.40
08/22/2024	13661(A)	CENTRAL MCGOWAN INC	\$ 352.47
08/22/2024	13662(A)	CHIEFS TOWING INC	\$ 175.28
08/22/2024	13663(A)	CHOICE ELECTRIC INC	\$ 505.24
08/22/2024	13664(A)	COMPLETE BEVERAGE SERVICE	\$ 222.00

Check Date	Check Number	Vendor Name	Check Amount
08/22/2024	13665(A)	CONCRETE CUTTING & CORING INC	\$ 667.60
08/22/2024	13666(A)	CONSERVATION CORPS MN & IOWA	\$ 27,600.00
08/22/2024	13667(A)	COREMARK METALS	\$ 112.08
08/22/2024	13668(A)	DAHLHEIMER DISTRIBUTING CO	\$ 1,825.35
08/22/2024	13669(A)	DENNYS 5TH AVENUE BAKERY	\$ 400.04
08/22/2024	13670(A)	EUGENE A MITCHELL AND ASSOCIATES	\$ 2,625.00
08/22/2024	13671(A)	FREEWAY FORD	\$ 1,131.60
08/22/2024	13672(A)	GIVING IT A VOICE NONPROFIT ORG	\$ 2,315.82
08/22/2024	13673(A)	GRAINGER	\$ 1,443.39
08/22/2024	13674(A)	GREAT LAKES COCA COLA DIST LLC	\$ 4,626.06
08/22/2024	13675(A)	HANSEN THORP PELLINEN OLSON INC	\$ 2,806.75
08/22/2024	13676(A)	HASSAN SAND AND GRAVEL INC	\$ 588.25
08/22/2024	13677(A)	HEALTHPARTNERS INC	\$ 604.00
08/22/2024	13678(A)	HIRSHFIELDS	\$ 229.35
08/22/2024	13679(A)	ISG	\$ 3,029.67
08/22/2024	13680(A)	KRAEMER MINING AND MATERIALS INC	\$ 740.15
08/22/2024	13681(A)	LOES OIL COMPANY	\$ 35.00
08/22/2024	13682(A)	LRS LLC	\$ 464.00
08/22/2024	13683(A)	LVC COMPANIES INC	\$ 1,107.50
08/22/2024	13684(A)	M AMUNDSON CO	\$ 408.59
08/22/2024	13685(A)	MARKS BOBCAT SERVICE INC	\$ 10,000.00
08/22/2024	13686(A)	METRO SALES INC	\$ 3,763.92
08/22/2024	13687(A)	METROPOLITAN COURIER CORP	\$ 7,095.00
08/22/2024	13688(A)	MINNESOTA EQUIPMENT	\$ 65.56
08/22/2024	13689(A)	MTI DISTRIBUTING INC	\$ 10,023.71
08/22/2024	13690(A)	NORTH AMERICAN SAFETY	\$ 1,598.50
08/22/2024	13691(A)	P&W GOLF SUPPLY, LLC	\$ 4,708.71
08/22/2024	13692(A)	PER MAR SECURITY SERVICES	\$ 695.00
08/22/2024	13693(A)	PERFORMANCE FOODSERVICE	\$ 1,908.94
08/22/2024	13694(A)	SHAMROCK GROUP	\$ 202.50
08/22/2024	13695(A)	SHERWIN WILLIAMS CO	\$ 474.45
08/22/2024	13696(A)	SIGNATURE CONCEPTS INC	\$ 1,887.88
08/22/2024	13697(A)	STANTEC CONSULTING SERVICES	\$ 4,093.50
08/22/2024	13698(A)	SUBURBAN TIRE WHOLESALE INC	\$ 963.16
08/22/2024	13699(A)	TERRYBERRY COMPANY LLC	\$ 2,431.08
08/22/2024	13700(A)	THE TESSMAN COMPANY	\$ 234.90
08/22/2024	13701(A)	TOLL GAS & WELDING SUPPLY	\$ 85.95
08/22/2024	13702(A)	TRI-STATE BOBCAT INC	\$ 86.71
08/22/2024	13703(A)	UNITED FARMERS COOPERATIVE	\$ 259.85
08/22/2024	13704(A)	VESTIS GROUP, INC	\$ 264.98
08/22/2024	13705(A)	VESTIS GROUP, INC	\$ 245.30
08/22/2024	13706(A)	VESTIS GROUP, INC	\$ 245.30
08/22/2024	13707(A)	VIKING ELECTRIC SUPPLY	\$ 440.32
08/22/2024	13708(A)	VIKING INDUSTRIAL CENTER	\$ 1,503.48
08/22/2024	13709(A)	VSERV LLC	\$ 179.10
08/22/2024	13710(A)	WATSON COMPANY INC, THE	\$ 1,412.76
08/22/2024	13711(A)	WM MUELLER & SONS INC	\$ 1,609.36
08/22/2024	707727	AAI GARAGE DOOR	\$ 1,100.00
08/22/2024	707728	ADP INC	\$ 16,287.27
08/22/2024	707729	Amy Block	\$ 33.50
08/22/2024	707730	ARTISAN BEER COMPANY	\$ 525.80

Check Date	Check Number	Vendor Name	Check Amount
08/22/2024	707731	Ben Perry	\$ 500.00
08/22/2024	707732	Beth Palmer	\$ 49.93
08/22/2024	707733	BEV COMM	\$ 169.25
08/22/2024	707734	BLACK AND DECKER INC	\$ 2.75
08/22/2024	707735	BREAKTHRU BEVERAGE MN BEER LLC	\$ 722.40
08/22/2024	707736	BRYAN ROCK PRODUCTS INC	\$ 483.17
08/22/2024	707737	BURDAS TOWING LLC	\$ 402.50
08/22/2024	707738	CENTURY LINK	\$ 314.42
08/22/2024	707739	CENTURY LINK	\$ 967.57
08/22/2024	707740	CINTAS CORPORATION	\$ 988.66
08/22/2024	707741	CINTAS FIRST AID & SAFETY	\$ 54.30
08/22/2024	707742	CIT GROUP	\$ 320.00
08/22/2024	707743	CNH INDUSTRIAL ACCOUNTS	\$ 1,879.63
08/22/2024	707744	COMCAST	\$ 286.85
08/22/2024	707745	CONTECH ENGINEERED SOLUTIONS LLC	\$ 409.00
08/22/2024	707746	IMPERIAL DADE	\$ 2,237.98
08/22/2024	707747	David Gold	\$ 77.42
08/22/2024	707748	DELANO CARQUEST	\$ 387.46
08/22/2024	707749	DPS/FLEET	\$ 2,026.83
08/22/2024	707750	DPS/FLEET	\$ 2,023.45
08/22/2024	707751	DPS/FLEET	\$ 12,327.13
08/22/2024	707752	DPS/FLEET	\$ 4,008.43
08/22/2024	707753	Dylan Stiff	\$ 500.00
08/22/2024	707754	E&M CONSULTING INC	\$ 1,955.95
08/22/2024	707755	Elaine Slechta	\$ 96.03
08/22/2024	707756	Emily Kallberg	\$ 74.14
08/22/2024	707757	FRONTIER COMMUNICATIONS	\$ 846.56
08/22/2024	707758	FURTHER	\$ 1,056.50
08/22/2024	707759	ANDREW HALVORSON	\$ 680.00
08/22/2024	707760	Hannah O'Brien-Coker	\$ 500.00
08/22/2024	707761	HAWKINS INC	\$ 2,835.00
08/22/2024	707762	HOHENSTEINS INC	\$ 103.00
08/22/2024	707763	Holly Bocchi	\$ 600.00
08/22/2024	707764	HUNTINGTON NATIONAL BANK	\$ 20,524.75
08/22/2024	707765	INSTITUTE FOR ENVIRONMENTAL	\$ 3,950.00
08/22/2024	707766	Jane Stockman	\$ 600.00
08/22/2024	707767	Jeremy Reese	\$ 25.81
08/22/2024	707768	Jessica Friedman	\$ 38.70
08/22/2024	707769	JOHN MCKEE DONOVAN	\$ 160.00
08/22/2024	707770	John OConnell	\$ 41.75
08/22/2024	707771	JOHNSON BROTHERS LIQUOR COMPANY	\$ 790.50
08/22/2024	707772	Julie Cloyd	\$ 19.73
08/22/2024	707773	Katie Landin	\$ 36.00
08/22/2024	707774	Katie Nosbush	\$ 150.00
08/22/2024	707775	Kelly Mikkelsen	\$ 600.00
08/22/2024	707776	Kelsey Sharp	\$ 25.81
08/22/2024	707777	LANO EQUIPMENT	\$ 1,856.16
08/22/2024	707778	LESTER PRAIRIE VET CLINIC	\$ 240.12
08/22/2024	707779	LUMEN ACCESS BILL	\$ 7,300.00
08/22/2024	707780	Madison Dockter	\$ 600.00
08/22/2024	707781	MARTIN MARIETTA MATERIALS INC	\$ 319.99

Check Date	Check Number	Vendor Name	Check Amount
08/22/2024	707782	Mary Briggs	\$ 146.00
08/22/2024	707783	MATHESON TRI-GAS INC	\$ 349.43
08/22/2024	707784	Megan Petersburg	\$ 85.00
08/22/2024	707785	Megan Ringsred	\$ 400.00
08/22/2024	707786	Michelle Ives	\$ 100.00
08/22/2024	707787	MINNESOTA DEPARTMENT OF HEALTH	\$ 249.00
08/22/2024	707788	Minnetonka Alpine ISD 276	\$ 499.00
08/22/2024	707789	MN DEPT OF LABOR AND INDUSTRY	\$ 40.00
08/22/2024	707790	MN VALLEY ELECTRIC COOP	\$ 16.71
08/22/2024	707791	MORRIES PARTS & SERVICE GROUP	\$ 5,157.11
08/22/2024	707792	NAPA AUTO PARTS	\$ 1,428.06
08/22/2024	707793	Nathan Rock	\$ 400.00
08/22/2024	707794	ODENTHAL MEATS	\$ 1,530.78
08/22/2024	707795	OFFICE OF MNIT SERVICES	\$ 129.15
08/22/2024	707796	Olivia Knox	\$ 36.00
08/22/2024	707797	PDM ENTERPRISES INC	\$ 800.00
08/22/2024	707798	RAINBOW TREE COMPANY	\$ 35,274.00
08/22/2024	707799	CITY OF ROGERS	\$ 10.48
08/22/2024	707800	Rotary Club of Mound - Westonka	\$ 400.00
08/22/2024	707801	Samantha Hribar	\$ 100.00
08/22/2024	707802	SHERIDAN SHEET METAL CO	\$ 175.00
08/22/2024	707803	SITEONE LANDSCAPE SUPPLY LLC	\$ 361.70
08/22/2024	707804	Tracy Iverson	\$ 66.00
08/22/2024	707805	VIKING AUTOMATIC SPRINKLER CO	\$ 260.00
08/22/2024	707806	JONATHAN VLAMING	\$ 445.93
08/22/2024	707807	WHITE CAP CONSTRUCTION SUPPLY	\$ 234.18
08/22/2024	707808	Willdan.com	\$ 156.00
08/22/2024	707809	XCEL ENERGY	\$ 25.13
08/29/2024	13712(A)	ACI ASPHALT AND CONCRETE INC	\$ 66,557.59
08/29/2024	13713(A)	ACME TOOLS	\$ 167.23
08/29/2024	13714(A)	ADVANTAGE SIGNS AND GRAPHICS INC	\$ 2,992.24
08/29/2024	13715(A)	AH HERMEL COMPANY	\$ 212.43
08/29/2024	13716(A)	ALTERNATITVE BUSINESS FURNITURE	\$ 572.60
08/29/2024	13717(A)	AMAZON CAPITAL SERVICES INC	\$ 34.41
08/29/2024	13718(A)	ASSURED SECURITY	\$ 4,424.86
08/29/2024	13719(A)	AUTOWORKS COLLISION CENTER INC	\$ 4,821.04
08/29/2024	13720(A)	BIFFS INC	\$ 16,289.24
08/29/2024	13721(A)	BOLTON AND MENK INC	\$ 37,863.00
08/29/2024	13722(A)	BOYER FORD TRUCKS INC	\$ 57,538.86
08/29/2024	13723(A)	CAPITOL BEVERAGE SALES LP	\$ 353.20
08/29/2024	13724(A)	CDW GOVERNMENT INC	\$ 99,885.00
08/29/2024	13725(A)	CENTRAL HYDRAULICS INC	\$ 177.95
08/29/2024	13726(A)	COMPLETE BEVERAGE SERVICE	\$ 222.00
08/29/2024	13727(A)	THE COOKIE CART	\$ 150.00
08/29/2024	13728(A)	COREMARK METALS	\$ 64.80
08/29/2024	13729(A)	CROWN PLASTICS INC	\$ 291.36
08/29/2024	13730(A)	CUSTOM REFRIGERATION INC	\$ 548.33
08/29/2024	13731(A)	DENNYS 5TH AVENUE BAKERY	\$ 505.07
08/29/2024	13732(A)	EMMONS AND OLIVIER RESOURCES INC	\$ 3,028.00
08/29/2024	13733(A)	EPLUS TECHNOLOGY INC	\$ 50,009.95
08/29/2024	13734(A)	FASTENAL COMPANY	\$ 188.79

Check Date	Check Number	Vendor Name	Check Amount
08/29/2024	13735(A)	FREEWAY FORD	\$ 1,425.98
08/29/2024	13736(A)	FROST INC	\$ 821.71
08/29/2024	13737(A)	GFSI LLC	\$ 2,722.72
08/29/2024	13738(A)	GOODIN COMPANY	\$ 66.88
08/29/2024	13739(A)	GRAINGER	\$ 1,767.27
08/29/2024	13740(A)	GREAT LAKES COCA COLA DIST LLC	\$ 1,213.52
08/29/2024	13741(A)	GREENHAVEN PRINTING	\$ 825.52
08/29/2024	13742(A)	HASSAN SAND AND GRAVEL INC	\$ 1,085.21
08/29/2024	13743(A)	HORIZON COMMERCIAL POOL SUPPLY	\$ 7,636.36
08/29/2024	13744(A)	JOHNSTONE SUPPLY	\$ 185.60
08/29/2024	13745(A)	LAW ENFORCEMENT LABOR SERVICES INC	\$ 846.00
08/29/2024	13746(A)	NEW FREQUENCY LLC	\$ 1,600.00
08/29/2024	13747(A)	JOE AND CHRISTINA LUNDEEN	\$ 570.00
08/29/2024	13748(A)	M AMUNDSON CO	\$ 355.68
08/29/2024	13749(A)	MAGIC CARPET LIFTS / RMCE INC	\$ 4,914.00
08/29/2024	13750(A)	METRO BRUSH & SUPPLY	\$ 849.95
08/29/2024	13751(A)	MINNCOR INDUSTRIES	\$ 390.00
08/29/2024	13752(A)	MOORE ENGINEERING INC	\$ 9,966.25
08/29/2024	13753(A)	MTI DISTRIBUTING INC	\$ 3,457.73
08/29/2024	13754(A)	MULCAHY COMPANY	\$ 1,730.76
08/29/2024	13755(A)	NORTH AMERICAN SAFETY	\$ 314.00
08/29/2024	13756(A)	NORTHSTAR MAINTENANCE MANAGEMENT	\$ 1,165.25
08/29/2024	13757(A)	NUSS TRUCK AND EQUIPMENT	\$ 205.63
08/29/2024	13758(A)	NUVERA	\$ 384.98
08/29/2024	13759(A)	OLSEN CHAIN & CABLE, INC	\$ 183.00
08/29/2024	13760(A)	ON TIME DELIVERY SERVICE	\$ 140.44
08/29/2024	13761(A)	PERFORMANCE FOODSERVICE	\$ 8,984.32
08/29/2024	13762(A)	RIGID HITCH INC	\$ 80.03
08/29/2024	13763(A)	ROBB'S ELECTRIC INC	\$ 1,015.00
08/29/2024	13764(A)	RSM US LLP	\$ 1,260.00
08/29/2024	13765(A)	SCHAEFFER MFG CO	\$ 1,866.00
08/29/2024	13766(A)	SCOTT COUNTY TREASURER	\$ 5,000.00
08/29/2024	13767(A)	SEWER SERVICES, INC	\$ 739.00
08/29/2024	13768(A)	SHI INTERNATIONAL CORP.	\$ 6,973.60
08/29/2024	13769(A)	SHORT ELLIOTT HENDRICKSON	\$ 22,645.94
08/29/2024	13770(A)	LAURA ELIZABETH SINGH	\$ 340.00
08/29/2024	13771(A)	SIWEK LUMBER JORDAN INC	\$ 500.64
08/29/2024	13772(A)	STANTEC CONSULTING SERVICES	\$ 10,685.50
08/29/2024	13773(A)	SUBURBAN TIRE WHOLESALE INC	\$ 1,697.52
08/29/2024	13774(A)	SYSCO MINNESOTA INC	\$ 633.09
08/29/2024	13775(A)	TC WINTER SERVICES	\$ 341.63
08/29/2024	13776(A)	TKDA	\$ 97,066.91
08/29/2024	13777(A)	TRI-STATE BOBCAT INC	\$ 4.50
08/29/2024	13778(A)	TRUST IN US LLC	\$ 378.00
08/29/2024	13779(A)	UNITED FARMERS COOPERATIVE	\$ 455.93
08/29/2024	13780(A)	VARNER MOBILE SERVICES LLC	\$ 130.00
08/29/2024	13781(A)	VEGANWITT LLC	\$ 74.00
08/29/2024	13782(A)	VERSATILE VEHICLES INC	\$ 3,901.99
08/29/2024	13783(A)	VESTIS GROUP, INC	\$ 292.19
08/29/2024	13784(A)	VIKING AUTOMATIC SPRINKLER COMPANY	\$ 300.00
08/29/2024	13785(A)	VIKING ELECTRIC SUPPLY	\$ 990.51

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08/29/2024	13786(A)	WATSON COMPANY INC, THE	\$ 5,347.72
08/29/2024	13787(A)	WM MUELLER & SONS INC	\$ 2,280.35
08/29/2024	13788(A)	WRIGHT HENNEPIN COOPERATIVE	\$ 13,746.54
08/29/2024	13789(A)	WSB & ASSOCIATES	\$ 54,148.63
08/29/2024	707810	ACTION FLEET	\$ 225.00
08/29/2024	707811	ALTEC INDUSTRIES INC	\$ 30.52
08/29/2024	707812	Amy Howe	\$ 64.00
08/29/2024	707813	Andrea Wilson Vazquez	\$ 5.00
08/29/2024	707814	ARTISAN BEER COMPANY	\$ 325.00
08/29/2024	707815	AUER STEEL & HEATING SUPPLY	\$ 78.80
08/29/2024	707816	B&W SPECIALTY COFFEE CO	\$ 230.25
08/29/2024	707817	CITY OF BLOOMINGTON	\$ 2,721.77
08/29/2024	707818	BRAND NEW AUTO GLASS	\$ 702.63
08/29/2024	707819	BREAKTHRU BEVERAGE MN BEER LLC	\$ 297.30
08/29/2024	707820	Brielle Leszczynski	\$ 105.00
08/29/2024	707822	CAPITAL ONE TRADE CREDIT	\$ 379.99
08/29/2024	707823	Cara Farmer	\$ 124.58
08/29/2024	707824	CARDCONNECT	\$ 589.00
08/29/2024	707825	CARDNO INC	\$ 24,489.45
08/29/2024	707826	CATHERINE PRECHT	\$ 350.00
08/29/2024	707827	CEDAR LAKE AREA WATER AND SEWER	\$ 240.00
08/29/2024	707828	CENTERPOINT ENERGY	\$ 1,725.24
08/29/2024	707829	CENTURY LINK	\$ 116.32
08/29/2024	707830	CHOPPER POWERSPORTS	\$ 2,173.21
08/29/2024	707831	CINTAS CORPORATION	\$ 402.14
08/29/2024	707832	CINTAS FIRST AID & SAFETY	\$ 300.69
08/29/2024	707833	CNH INDUSTRIAL ACCOUNTS	\$ 557.40
08/29/2024	707834	CUTTER & BUCK	\$ 888.32
08/29/2024	707835	DAKOTA ELECTRIC ASSOCIATION	\$ 26.95
08/29/2024	707836	DELANO CARQUEST	\$ 789.90
08/29/2024	707837	Dimitri Drekonja	\$ 41.00
08/29/2024	707838	DIRECTV	\$ 190.22
08/29/2024	707839	Eagle Zone	\$ 16.95
08/29/2024	707841	GOPHER ACE	\$ 26.97
08/29/2024	707842	GRAYBAR ELECTRIC COMPANY INC	\$ 3,781.43
08/29/2024	707843	GREAT AMERICAN LEASING CORPORATION	\$ 242.94
08/29/2024	707844	HAWKINS INC	\$ 1,083.86
08/29/2024	707845	HOHENSTEINS INC	\$ 495.00
08/29/2024	707846	Janet Meade	\$ 22.58
08/29/2024	707847	Jeff Armstrong	\$ 125.89
08/29/2024	707848	JOHN DEERE FINANCIAL	\$ 29.17
08/29/2024	707849	KAMISH EXCAVATING INC	\$ 41,288.45
08/29/2024	707850	LANO EQUIPMENT	\$ 627.58
08/29/2024	707851	LAURYN SCHOTHORST	\$ 56.00
08/29/2024	707852	Lessly Mejia	\$ 600.00
08/29/2024	707853	MANGO ENTERTAINMENT LLC	\$ 1,200.00
08/29/2024	707854	CHARLES MCCARON	\$ 750.00
08/29/2024	707855	MEDIACOM	\$ 336.90
08/29/2024	707856	MINNESOTA DEPARTMENT OF HEALTH	\$ 40.00
08/29/2024	707857	MINNESOTA DEPARTMENT OF HEALTH	\$ 35.00
08/29/2024	707858	MN DEPT OF HEALTH	\$ 35.00

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08/29/2024	707859	MN VALLEY ELECTRIC COOP	\$ 618.54
08/29/2024	707860	MORRIES PARTS & SERVICE GROUP	\$ 1,634.25
08/29/2024	707861	MOWLID ALI	\$ 600.00
08/29/2024	707862	NAPA AUTO PARTS	\$ 531.27
08/29/2024	707863	NCPERS GROUP LIFE INS	\$ 640.00
08/29/2024	707864	PREMIUM WATERS INC	\$ 42.34
08/29/2024	707865	REGENTS OF THE UNIVERSITY OF MN	\$ 10,228.43
08/29/2024	707866	Seth Welty	\$ 600.00
08/29/2024	707867	SHAKOPEE PUBLIC UTILITIES	\$ 880.95
08/29/2024	707868	SITE MINNESOTA	\$ 1,604.41
08/29/2024	707869	Skylar Miller	\$ 400.00
08/29/2024	707870	SPLIT ROCK STUDIOS	\$ 20,313.00
08/29/2024	707871	STANDARD INSURANCE COMPANY	\$ 20,963.28
08/29/2024	707872	Stephanie Crane	\$ 12.00
08/29/2024	707873	STEPHANIE HUNDER	\$ 250.00
08/29/2024	707874	SUPERIOR BROOKDALE FORD LLC	\$ 605.48
08/29/2024	707875	TEAMSTERS LOCAL NO 320	\$ 6,847.00
08/29/2024	707876	THREE RIVERS PARK POLICE ASSOC.	\$ 20.00
08/29/2024	707877	VADOS BAIT TACKLE	\$ 61.91
08/29/2024	707878	VISION SERVICE PLAN	\$ 1,613.30
08/29/2024	707879	Wendy Nelson	\$ 31.18
08/29/2024	707880	WHITE CAP CONSTRUCTION SUPPLY	\$ 679.83
08/29/2024	707881	XCEL ENERGY	\$ 90,918.17
08/29/2024	707882	XCEL ENERGY	\$ 500.00
08/29/2024	707883	HEALTHPARTNERS INC	\$ 580,323.04
09/05/2024	13790(A)	RICHARDSON CAP COMPANY	\$ 923.00
09/05/2024	13791(A)	ADAMS PEST CONTROL	\$ 264.80
09/05/2024	13792(A)	AGASSIZ SEED & SUPPLY	\$ 210.00
09/05/2024	13793(A)	ASSURED SECURITY	\$ 48.00
09/05/2024	13794(A)	BALD EAGLE ERECTORS, INC	\$ 61,750.00
09/05/2024	13795(A)	BERRY COFFEE COMPANY INC	\$ 304.45
09/05/2024	13796(A)	BOYER FORD TRUCKS INC	\$ 57,380.86
09/05/2024	13797(A)	BROADWAY AWARDS	\$ 55.50
09/05/2024	13798(A)	CANON SOLUTIONS AMERICA INC	\$ 756.55
09/05/2024	13799(A)	CEMSTONE PRODUCTS CO INC	\$ 3,489.00
09/05/2024	13800(A)	CENTRA SOTA COOPERATIVE	\$ 678.59
09/05/2024	13801(A)	CHOICE ELECTRIC INC	\$ 68,400.00
09/05/2024	13802(A)	THE COOKIE CART	\$ 195.00
09/05/2024	13803(A)	COREMARK METALS	\$ 942.55
09/05/2024	13804(A)	DAHLHEIMER DISTRIBUTING CO	\$ 3,579.10
09/05/2024	13805(A)	DELL-COMM, INC	\$ 31,510.00
09/05/2024	13806(A)	DENNYS 5TH AVENUE BAKERY	\$ 613.87
09/05/2024	13807(A)	DUANES SEPTIC SERVICES	\$ 315.00
09/05/2024	13808(A)	EPLUS TECHNOLOGY INC	\$ 28,463.20
09/05/2024	13809(A)	FASTENAL COMPANY	\$ 8.42
09/05/2024	13810(A)	GFSI LLC	\$ 542.69
09/05/2024	13811(A)	GRAINGER	\$ 394.54
09/05/2024	13812(A)	GREAT LAKES COCA COLA DIST LLC	\$ 1,672.34
09/05/2024	13813(A)	HIRSHFIELDS	\$ 108.98
09/05/2024	13814(A)	HOFFMANN & UHLHORN CONSTRUCTION INC	\$ 73,229.47
09/05/2024	13815(A)	INDEPENDENT TECHNOLOGIES INC	\$ 411.59

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09/05/2024	13816(A)	INTERMIX BEVERAGE	\$ 1,153.90
09/05/2024	13817(A)	JOHNSTONE SUPPLY	\$ 165.71
09/05/2024	13818(A)	LEXISNEXIS	\$ 278.00
09/05/2024	13819(A)	LS BLACK CONSTRUCTORS INC	\$ 107,452.07
09/05/2024	13820(A)	M AMUNDSON CO	\$ 797.47
09/05/2024	13821(A)	MINT ROOFING INC	\$ 853.63
09/05/2024	13822(A)	MTI DISTRIBUTING INC	\$ 2,550.81
09/05/2024	13823(A)	NAC	\$ 127,625.85
09/05/2024	13824(A)	NORTH AMERICAN SAFETY	\$ 1,064.40
09/05/2024	13825(A)	NORTHERN SANITARY SUPPLY	\$ 2,503.40
09/05/2024	13826(A)	NUTRIEN AG SOLUTIONS INC	\$ 282.22
09/05/2024	13827(A)	PER MAR SECURITY SERVICES	\$ 483.00
09/05/2024	13828(A)	PERFORMANCE FOODSERVICE	\$ 2,202.92
09/05/2024	13829(A)	PROCIRCULAR, INC.	\$ 43,250.00
09/05/2024	13830(A)	RICHFIELD PLUMBING	\$ 3,822.32
09/05/2024	13831(A)	RIGID HITCH INC	\$ 74.10
09/05/2024	13832(A)	ROBB'S ELECTRIC INC	\$ 2,900.00
09/05/2024	13833(A)	SERVING ALCOHOL INC	\$ 38.12
09/05/2024	13834(A)	SHAMROCK GROUP	\$ 713.44
09/05/2024	13835(A)	SHERWIN WILLIAMS CO	\$ 133.94
09/05/2024	13836(A)	SHI INTERNATIONAL CORP.	\$ 2,509.48
09/05/2024	13837(A)	SUREFITTERS	\$ 1,435.00
09/05/2024	13838(A)	STREICHER'S	\$ 1,745.82
09/05/2024	13839(A)	STUDIO AMERICANA INC	\$ 645.17
09/05/2024	13840(A)	SUBURBAN TIRE WHOLESALE INC	\$ 1,021.42
09/05/2024	13841(A)	SUMMIT FIRE PROTECTION	\$ 687.00
09/05/2024	13842(A)	SYSCO MINNESOTA INC	\$ 1,417.30
09/05/2024	13843(A)	TELEMETRY AND PROCESS CONTROLS. INC	\$ 889.58
09/05/2024	13844(A)	THE TESSMAN COMPANY	\$ 6,300.00
09/05/2024	13845(A)	TOOLE DESIGN GROUP LLC	\$ 5,893.00
09/05/2024	13846(A)	TRENCHERS PLUS INC	\$ 206.21
09/05/2024	13847(A)	TRI-STATE BOBCAT INC	\$ 212.49
09/05/2024	13848(A)	ULINE SHIPPING SUPPLY	\$ 1,157.21
09/05/2024	13849(A)	UNITED FARMERS COOPERATIVE	\$ 222.48
09/05/2024	13850(A)	VARNER MOBILE SERVICES LLC	\$ 390.00
09/05/2024	13851(A)	VEGANWITT LLC	\$ 76.50
09/05/2024	13852(A)	VEIT & COMPANY INC	\$ 118,449.80
09/05/2024	13853(A)	VERIZON WIRELESS	\$ 16,993.32
09/05/2024	13854(A)	VERSATILE VEHICLES INC	\$ 5,284.68
09/05/2024	13855(A)	VESTIS GROUP, INC	\$ 256.46
09/05/2024	13856(A)	VIKING AUTOMATIC SPRINKLER COMPANY	\$ 6,395.00
09/05/2024	13857(A)	VIKING ELECTRIC SUPPLY	\$ 295.35
09/05/2024	13858(A)	WATSON COMPANY INC, THE	\$ 1,434.94
09/05/2024	13859(A)	THE WEATHER APPAREL CO	\$ 471.12
09/05/2024	13860(A)	WHEELER LUMBER LLC	\$ 846.00
09/05/2024	13861(A)	ZONEONE LOCATING	\$ 2,775.00
09/05/2024	707884	ACUSHNET COMPANY	\$ 1,063.56
09/05/2024	707885	AMERICAN LIBERTY CONSTRUCTION INC	\$ 79,021.69
09/05/2024	707886	NORTHSTAR WEATHERPROOFING	\$ 9,215.95
09/05/2024	707887	APPLE INC	\$ 1,548.00
09/05/2024	707888	AUER STEEL & HEATING SUPPLY	\$ 984.13

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09/05/2024	707889	B&W SPECIALTY COFFEE CO	\$ 290.42
09/05/2024	707890	BREAKTHRU BEVERAGE MN BEER LLC	\$ 939.70
09/05/2024	707891	BREDEMUS HARDWARE CO INC	\$ 16,872.73
09/05/2024	707892	BRIDGETOWER MEDIA	\$ 318.36
09/05/2024	707893	CITY OF BROOKLYN CENTER	\$ 22.79
09/05/2024	707894	BURDAS TOWING LLC	\$ 224.25
09/05/2024	707895	CARVER COUNTY COURT SERVICES	\$ 900.00
09/05/2024	707896	CENTRAL ROOFING COMPANY	\$ 69,635.00
09/05/2024	707897	CENTURY LINK	\$ 439.54
09/05/2024	707898	CENTURY LINK	\$ 204.32
09/05/2024	707899	CHOICE INC	\$ 1,977.20
09/05/2024	707900	CINTAS CORPORATION	\$ 923.92
09/05/2024	707901	CINTAS FIRST AID & SAFETY	\$ 793.77
09/05/2024	707902	CNH INDUSTRIAL ACCOUNTS	\$ 183.60
09/05/2024	707903	CONNEXUS ENERGY	\$ 7,401.81
09/05/2024	707904	CROWN MARKING INC	\$ 338.80
09/05/2024	707905	CUMMINS INC	\$ 2,289.97
09/05/2024	707906	CURB MASTERS, INC.	\$ 106,633.88
09/05/2024	707907	IMPERIAL DADE	\$ 397.03
09/05/2024	707908	CITY OF DAYTON	\$ 1,726.96
09/05/2024	707909	JENNIFER DEGN	\$ 312.48
09/05/2024	707910	DELANO CARQUEST	\$ 395.69
09/05/2024	707911	DELEGARD TOOL CO	\$ 106.63
09/05/2024	707912	CITY OF EDEN PRAIRIE	\$ 1,688.13
09/05/2024	707913	FACTORY MOTOR PARTS	\$ 328.68
09/05/2024	707914	FASTSIGNS	\$ 422.89
09/05/2024	707915	FERTIMIX INC	\$ 352.84
09/05/2024	707916	HAWKINS INC	\$ 3,980.08
09/05/2024	707917	HIGH PERFORMANCE COATINGS INC	\$ 10,136.50
09/05/2024	707918	INSIGHT PUBLIC SECTOR INC	\$ 18,075.20
09/05/2024	707919	Julia Nathan	\$ 600.00
09/05/2024	707920	Karli Wies	\$ 600.00
09/05/2024	707921	KASSBOHRER ALL TERRAIN VEHICLES INC	\$ 993.17
09/05/2024	707922	LAKERS NEW PRAGUE SANITARY INC	\$ 436.19
09/05/2024	707923	LANO EQUIPMENT	\$ 7,811.67
09/05/2024	707924	LUMEN ACCESS BILL	\$ 1,063.00
09/05/2024	707925	MENARDS - EDEN PRAIRIE	\$ 415.64
09/05/2024	707926	MENARDS - MAPLE GROVE	\$ 130.26
09/05/2024	707927	Metro Charter School	\$ 180.00
09/05/2024	707928	MINNESOTA DEPARTMENT OF HEALTH	\$ 80.00
09/05/2024	707929	CITY OF MINNETONKA	\$ 343.77
09/05/2024	707930	MRPA	\$ 495.00
09/05/2024	707931	NAPA AUTO PARTS	\$ 741.66
09/05/2024	707932	Olivia Wilder	\$ 100.00
09/05/2024	707933	CITY OF ORONO	\$ 87.94
09/05/2024	707934	PETERSON COMPANIES, INC.	\$ 153,667.25
09/05/2024	707935	CITY OF PLYMOUTH	\$ 4,919.91
09/05/2024	707936	POWER SERVICES	\$ 12,649.45
09/05/2024	707937	RTL CONTSTRUCTION, INC.	\$ 15,430.14
09/05/2024	707938	Sam Mack	\$ 400.00
09/05/2024	707939	SENTRA-SOTA SHEET METAL INC	\$ 40,222.76

Check Date	Check Number	Vendor Name	Check Amount
09/05/2024	707940	SHAKOPEE GRAVEL INC	\$ 637.08
09/05/2024	707941	SITEONE LANDSCAPE SUPPLY LLC	\$ 114.45
09/05/2024	707942	SKOLD SPECIALTY CONTRACTING, LLC	\$ 11,875.00
09/05/2024	707943	SUPERIOR PAINTING SERVICES	\$ 34,310.00
09/05/2024	707944	SYN-TECH SYSTEMS INC	\$ 84.00
09/05/2024	707945	TFORCE WORLDWIDE INC	\$ 286.75
09/05/2024	707946	THE MAY NORTH	\$ 1,600.00
09/05/2024	707947	TOWN & COUNTRY FENCE	\$ 972.50
09/05/2024	707948	TWIN CITY HARDWARE COMPANY	\$ 2,620.72
09/05/2024	707949	V3 SPORTS INC	\$ 4,600.00
09/05/2024	707950	WHITE CAP CONSTRUCTION SUPPLY	\$ 12,760.89
09/05/2024	707951	WILLIAMS TOWING INC	\$ 214.00
09/05/2024	707952	XCEL ENERGY	\$ 36,962.68
09/12/2024	13862(A)	ACI ASPHALT AND CONCRETE INC	\$ 130,319.29
09/12/2024	13863(A)	ACME TOOLS	\$ 549.00
09/12/2024	13864(A)	ADAMS PEST CONTROL	\$ 3,341.00
09/12/2024	13865(A)	MN WOODCRAFT LLC	\$ 2,550.00
09/12/2024	13866(A)	BARR ENGINEERING CO	\$ 5,498.00
09/12/2024	13867(A)	BERRY COFFEE COMPANY INC	\$ 252.94
09/12/2024	13868(A)	CAPITOL BEVERAGE SALES LP	\$ 352.00
09/12/2024	13869(A)	CCMSI	\$ 30,599.50
09/12/2024	13870(A)	CENTRAL MCGOWAN INC	\$ 235.80
09/12/2024	13871(A)	CONSERVATION CORPS MN & IOWA	\$ 9,900.00
09/12/2024	13872(A)	CUSTOM REFRIGERATION INC	\$ 27.00
09/12/2024	13873(A)	DAHLHEIMER DISTRIBUTING CO	\$ 1,742.00
09/12/2024	13874(A)	DAY GROUP LLC	\$ 4,800.00
09/12/2024	13875(A)	DEANE'S KOMBUCHA LLC	\$ 143.80
09/12/2024	13876(A)	DENNYS 5TH AVENUE BAKERY	\$ 400.76
09/12/2024	13877(A)	ENDE SEPTIC SERVICE LLC	\$ 250.00
09/12/2024	13878(A)	FREEWAY FORD	\$ 114.45
09/12/2024	13879(A)	GIVING IT A VOICE NONPROFIT ORG	\$ 5,566.08
09/12/2024	13880(A)	GOPHER STATE ONE CALL	\$ 132.30
09/12/2024	13881(A)	GRAINGER	\$ 7.55
09/12/2024	13882(A)	GREAT LAKES COCA COLA DIST LLC	\$ 4,185.46
09/12/2024	13883(A)	GREENHAVEN PRINTING	\$ 355.40
09/12/2024	13884(A)	HANSEN THORP PELLINEN OLSON INC	\$ 3,811.75
09/12/2024	13885(A)	HASSAN SAND AND GRAVEL INC	\$ 270.86
09/12/2024	13886(A)	INDEPENDENT TECHNOLOGIES INC	\$ 78.50
09/12/2024	13887(A)	INK N FLOWER LLC	\$ 175.00
09/12/2024	13888(A)	KOMBI LTD	\$ 5,490.62
09/12/2024	13889(A)	LORENZ BUS SERVICE INC	\$ 5,073.99
09/12/2024	13890(A)	M AMUNDSON CO	\$ 668.14
09/12/2024	13891(A)	MEISINGER CONSTRUCTION CO INC	\$ 203,547.00
09/12/2024	13892(A)	METROPOLITAN COURIER CORP	\$ 7,096.50
09/12/2024	13893(A)	MICHELE E LIVINGSTON	\$ 1,395.18
09/12/2024	13894(A)	MINNESOTA CONCRETE LIFTING	\$ 4,200.00
09/12/2024	13895(A)	MINNESOTA ROADWAYS	\$ 3,428.00
09/12/2024	13896(A)	MINT ROOFING INC	\$ 761.73
09/12/2024	13897(A)	MTI DISTRIBUTING INC	\$ 1,338.48
09/12/2024	13898(A)	NEW LOOK CONTRACTING INC	\$ 80,900.38
09/12/2024	13899(A)	NUVERA	\$ 192.85

Check Date	Check Number	Vendor Name	Check Amount
09/12/2024	13900(A)	ERIN PARADIS KELLIN	\$ 33.60
09/12/2024	13901(A)	PER MAR SECURITY SERVICES	\$ 19,564.76
09/12/2024	13902(A)	PERFORMANCE FOODSERVICE	\$ 5,216.30
09/12/2024	13903(A)	PLAISTED COMPANIES	\$ 6,165.22
09/12/2024	13904(A)	PUMP & METER SERVICE INC	\$ 1,273.54
09/12/2024	13905(A)	TERRA ANN RATHAI	\$ 49.70
09/12/2024	13906(A)	CITY OF SAVAGE	\$ 47.89
09/12/2024	13907(A)	SEBESTA APOTHECARY LLC	\$ 16.80
09/12/2024	13908(A)	SHERWIN WILLIAMS CO	\$ 151.98
09/12/2024	13909(A)	ST CROIX SCREEN PRINTING INC	\$ 1,825.61
09/12/2024	13910(A)	STEPHANIE DEARMOND CERAMICS	\$ 158.20
09/12/2024	13911(A)	STREET FLEET	\$ 102.73
09/12/2024	13912(A)	STREICHER'S	\$ 94.40
09/12/2024	13913(A)	SUBURBAN TIRE WHOLESALE INC	\$ 1,643.56
09/12/2024	13914(A)	SUNDE LAND SURVEYING LLC	\$ 1,100.00
09/12/2024	13915(A)	T2 SYSTEM CANADA INC	\$ 360.00
09/12/2024	13916(A)	TC WINTER SERVICES	\$ 95.63
09/12/2024	13917(A)	TKDA	\$ 55,372.41
09/12/2024	13918(A)	TRI-STATE BOBCAT INC	\$ 286.48
09/12/2024	13919(A)	VESTIS GROUP, INC	\$ 212.96
09/12/2024	13920(A)	VIKING AUTOMATIC SPRINKLER COMPANY	\$ 910.00
09/12/2024	13921(A)	WATSON COMPANY INC, THE	\$ 1,279.63
09/12/2024	13922(A)	MELINDA WOLFF	\$ 195.30
09/12/2024	13923(A)	YMCA OF THE NORTH	\$ 463.81
09/12/2024	13924(A)	ZONEONE LOCATING	\$ 1,815.00
09/12/2024	707953	ACUSHNET COMPANY	\$ 151.71
09/12/2024	707954	ADDISALEM M ALEMU	\$ 126.00
09/12/2024	707955	Alison Thvedt	\$ 600.00
09/12/2024	707956	AMER SPORTS WINTER & OUTDOOR	\$ 3,606.00
09/12/2024	707957	Beth Hougan	\$ 105.00
09/12/2024	707958	BEV COMM	\$ 174.61
09/12/2024	707959	CITY OF BLOOMINGTON	\$ 984.48
09/12/2024	707960	BREAKTHRU BEVERAGE MN BEER LLC	\$ 391.40
09/12/2024	707961	Brittany Clauer	\$ 78.00
09/12/2024	707962	BURN BOSS LLC	\$ 86.80
09/12/2024	707963	CAMFIL USA INC	\$ 1,949.35
09/12/2024	707964	CENTERPOINT ENERGY	\$ 2,436.74
09/12/2024	707965	CITY OF CHAMPLIN	\$ 141.83
09/12/2024	707966	CHOPPER POWERSPORTS	\$ 15.00
09/12/2024	707967	CHURCH OF NATIONS	\$ 155.40
09/12/2024	707968	CINTAS CORPORATION	\$ 579.15
09/12/2024	707969	CINTAS FIRST AID & SAFETY	\$ 70.82
09/12/2024	707970	CATHY J MEYER	\$ 74.90
09/12/2024	707971	IMPERIAL DADE	\$ 383.59
09/12/2024	707972	DELANO CARQUEST	\$ 78.25
09/12/2024	707973	DIRECTV	\$ 363.98
09/12/2024	707974	ECCO USA INC	\$ 1,478.00
09/12/2024	707975	Emily Zieska	\$ 10.00
09/12/2024	707976	EMMA LE KONRAD	\$ 24.50
09/12/2024	707977	Erica Pouliot	\$ 400.00
09/12/2024	707978	FACTORY MOTOR PARTS	\$ 383.00

Check Date	Check Number	Vendor Name	Check Amount
09/12/2024	707979	FLYLOW GEAR	\$ 17,545.44
09/12/2024	707980	ALLISON GAILEY	\$ 78.40
09/12/2024	707981	GALE TEC ENGINEERING INC	\$ 2,915.00
09/12/2024	707982	GERTENS	\$ 24.99
09/12/2024	707983	GOPHER ACE	\$ 88.13
09/12/2024	707984	Heather Pilakowski	\$ 260.46
09/12/2024	707985	HERITAGE PROFESSIONAL PRODUCTS GRP	\$ 278.94
09/12/2024	707986	HOLIDAY COMPANIES	\$ 467.50
09/12/2024	707987	ISD 279 Brooklyn Middle School	\$ 296.00
09/12/2024	707988	J DAVIS MARKING SYSTEMS LLC	\$ 1,916.05
09/12/2024	707989	JIRIK SOD FARMS INC	\$ 2,052.00
09/12/2024	707990	JOHN DEERE FINANCIAL	\$ 50.85
09/12/2024	707991	Kyle Mann	\$ 600.00
09/12/2024	707992	LAKERS NEW PRAGUE SANITARY INC	\$ 971.39
09/12/2024	707993	LANGUAGE LINE SERVICES	\$ 218.31
09/12/2024	707994	LANO EQUIPMENT	\$ 4,156.63
09/12/2024	707995	MANGO ENTERTAINMENT LLC	\$ 1,200.00
09/12/2024	707996	CITY OF MAPLE GROVE	\$ 3,873.80
09/12/2024	707997	Maria Quechuleno	\$ 115.50
09/12/2024	707998	CITY OF MEDINA	\$ 1,235.36
09/12/2024	707999	MIDWEST SKI AREAS ASSOCIATION	\$ 610.00
09/12/2024	708000	MILLER-DUNWIDDIE ARCHITECTS INC	\$ 84.44
09/12/2024	708001	MN DEPT OF LABOR AND INDUSTRY	\$ 100.00
09/12/2024	708002	MN VALLEY ELECTRIC COOP	\$ 2,877.88
09/12/2024	708003	MORRIES PARTS & SERVICE GROUP	\$ 246.46
09/12/2024	708004	NAPA AUTO PARTS	\$ 411.64
09/12/2024	708005	NOEMI MAGALI SANDOVAL	\$ 1,500.00
09/12/2024	708006	Oasis for Youth	\$ 1,275.00
09/12/2024	708007	PREMIUM WATERS INC	\$ 4.32
09/12/2024	708008	PRIORITY ENVELOPE INC	\$ 5,726.63
09/12/2024	708009	REACH FOR RESOURCES INC	\$ 36,811.45
09/12/2024	708010	ALISON REITSMA	\$ 221.20
09/12/2024	708011	VISTA OUTDOOR SALES LLC	\$ 8,421.60
09/12/2024	708012	AMY BETH RICE	\$ 87.50
09/12/2024	708013	SITEONE LANDSCAPE SUPPLY LLC	\$ 490.93
09/12/2024	708014	STAR INSURANCE CO/AMERITRUST GROUP	\$ 937.00
09/12/2024	708015	TEAL DRONES INC	\$ 264.94
09/12/2024	708016	TONKA BAY MARINA	\$ 78.02
09/12/2024	708017	RACHEL VITKO	\$ 155.40
09/12/2024	708018	XCEL ENERGY	\$ 419.70
Total Accounts Payable Checks			\$ 4,604,950.57

REGULAR BOARD MEETING

Meeting Date: 09/19/24 Business Item: CURRENT BUSINESS

Item Number: **5A**

Division: Planning, Design & Technology

Originating Source: Jonathan Vlaming, Associate Superintendent

Agenda Item: Winter Maintenance of Regional Trails

Superintendent's Recommendation:

NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

Prepared By: Danny McCullough, Regional Trail System Manager

Background:

Prior to 2019, The Park District did not perform winter maintenance on the regional trail system. Local cities could request a Winter Use Permit that enabled them to provide winter maintenance on desired segments within their jurisdiction to serve local residents. Initially, some trails were maintained by the cities as ski trails, snowmobile trails, or walking/biking trails. Over time, cities changed winter trail maintenance to primarily focus on walking and biking opportunities. Local cities were responsible for all costs associated with winter trail maintenance.

In 2018, the Board had a study session discussion on the idea of reimbursing cities winter maintenance of regional trails. The 2019 approved budget included \$50,000 for a pilot program for winter trail maintenance reimbursements to local communities for providing winter maintenance on regional trails in recognition of increased demand for year-round use and expressed interest by local cities for sharing the cost burden of winter plowing on Park District infrastructure. The Park District began reimbursing cities \$500 per mile, per winter season, for maintenance on the regional trail system. Additionally, some regional trails are plowed through contract with a private vendor (Tree Trust) due to location and sensitivity of trail infrastructure (boardwalks and bridges), and due to demand in the bicycle transportation network and/or special request of a city. The contracted services arrangement occurs in Golden Valley, Edina and Plymouth. Reimbursements are managed through the winter trail use permit program. While our reimbursements do not fully cover the total cost of maintenance, it has been a reasonable approach to ensuring both localized and regional access to the system in winter months and is a much more cost effective and efficient way to provide service when compared to the Park District providing this service with existing staff and resources.

Currently 120 miles of regional trail are maintained November 1st through April 15th by 20 local cities and through contract with Tree Trust (***Attachment-Winter Maintenance Cost Summary***). Each year, the Park District reimburses approximately \$48,800 to local cities and approximately \$40,000 through contract with Tree Trust per winter season (contract work varies with seasonal snowfall events).

Many regional trail agencies around the metro area utilize a similar partnership through permits or joint power agreements (Anoka, Carver, Scott, and Washington Counties) but offer no reimbursements to local cities. Dakota County reimburses local cities \$1,300 per mile, per

season though a winter use agreement. Both Ramsey County Parks and the Minneapolis Park and Recreation Board plow all of their regional trails with in-house maintenance staff
(Attachment-Regional Agency Summary).

In recent months, the cities of St. Louis Park, Brooklyn Center, and Orono have expressed that their costs for winter maintenance of our regional trail infrastructure are increasing along with other city maintenance operations and have requested consideration of an increase in the cost share reimbursements. Our current practice of \$500 per mile, per season reimbursements has remained in place since 2019 with no increase.

Staff thought a five-year approach to this pilot program would be a good opportunity to assess where we are and determine how we may want to move forward. If we do choose to increase reimbursements that should be discussed as part of the budget process.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 1: You Belong Here

Goal 2: Parks Matter

Goal 3: Lead by Example

Attachments:

[Regional Agency Summary.pdf](#)

[Winter_Maintenance_Cost_Summary.pdf](#)

REGIONAL AGENCY SUMMARY

Agency	Practice/ Policy	Miles Plowed (approximate)	Total System Miles (approximate)
Anoka County	Mix of park staff and local cities, no reimbursement	44	85
Carver County	Local cities, no reimbursement	6	18
City of St. Paul	Mix of park and city staff	93	93
Dakota County	Local cities, reimbursement \$1300 per mile, per season	50	50
Minneapolis Parks	Park staff	51	51
Ramsey County	Park staff	100	100
Scott County	Local cities, no reimbursement	15	20
Three Rivers	Local cities, reimbursement \$500 per mile, per season	120	180
Washington County	Local cities, no reimbursement	25	51
	Totals	489	648

WINTER MAINTENANCE COST SUMMARY

City	Miles	Reimbursement (\$)
Brooklyn Center	8.3	4150
Brooklyn Park	15.7	7850
Crystal	5	2500
Deephaven	3.1	1550
Eden Prairie	6.8	3400
Excelsior	1.1	550
Greenwood	1	500
Hanover	1	500
Hopkins	4.3	2150
Maple Grove	8.2	4100
Minnetonka	8.6	4300
Mound	2	1000
New Hope	2	1000
Orono, Minnetonka Beach	6.5	3300
Richfield	6.3	3150
Robbinsdale	2.6	1300
Shorewood	2.5	1250
St. Louis Park	8	4000
Tonka Bay and Shorewood	2.5	1250
Wayzata	2	1000
Total Miles and Cost	97	\$48,800
Contracted Service (Tree Trust)	Miles	Reimbursement (\$)
Edina	8	Varies per season
Golden Valley	4	Varies per season
Plymouth	12	Varies per season
Total Miles and Cost	24	\$40,000 (average)

Meeting Date: 09/19/24

Business Item: CURRENT BUSINESS

Item Number: **5B**

Division: Planning, Design & Technology

Originating Source: Jonathan Vlaming, Associate Superintendent

Agenda Item: Approve Elm Creek Park Reserve Acquisition Opportunity and Long-Range Plan Amendment

Superintendent's Recommendation:

MOTION TO ENTER INTO A PURCHASE AGREEMENT IN THE AMOUNT OF \$467,500 FOR THE ACQUISITION OF 12651 ELM CREEK CROSSING IN CHAMPLIN ALONG THE NORTHEAST CORNER OF ELM CREEK PARK RESERVE; TO ENTER INTO AN ACQUISITION REIMBURSEMENT GRANT WITH THE METROPOLITAN COUNCIL; TO ESTABLISH A PROJECT BUDGET OF \$560,000 WITH LOCAL FUNDING FROM THE LAND ACQUISITION, DEVELOPMENT, AND BETTERMENT FUND; AND TO APPROVE THE ELM CREEK PARK RESERVE PLAN BOUNDARY AMENDMENT TO INCLUDE THIS PROPERTY AND AN ADDITIONAL NINE ACRES OF LAND CURRENTLY OWNED BY THE PARK DISTRICT AND THE CITY OF CHAMPLIN.

Prepared By: Maggie Heurung, Planner and Kelly Grissman, Director of Planning

Background:

At the March 2024 Regular Board Meeting, the Board authorized staff to pursue acquisition of 12651 Elm Creek Crossing in the City of Champlin **(See Attached: Context Map)** from a willing seller and, if successful in negotiating a purchase agreement, amend the Elm Creek Park Reserve Long-Range Plan to include the parcel for sale and several adjacent parcels which were not yet included in the long-range plan boundary **(See Attached: Parcel Map)** but were ultimately consistent with Three Rivers' Park Boundary Policy.

The property is currently zoned as residential, totals 2.83 acres and includes a house built in 1972 and an outbuilding/shed. This property has significant natural resource value as it includes 420 feet of Elm Creek and 1.5 acres of open space/relatively undeveloped property.

The closing contingencies are typical, and City staff are supportive of Three Rivers' acquisition of the property and anticipate that their City Council will be supportive as well.

Cost and Funding

The purchase agreement **(See Attachment: Purchase Agreement)** reflects the negotiated purchase price of \$467,500, which is 110% of the appraised value of \$425,000. The estimated total acquisition cost which includes the sale price, appraisal, title commitment/insurance, environmental assessment, removal of any remaining infrastructure (i.e. house, shed, etc.), and basic site restoration is \$560,000. The Metropolitan Council's Parks Trails Land Acquisition Fund is capped at \$1,700,000 of funding per fiscal year per agency. Of that amount, \$1,500,000 has already been requested for the Yancy property acquisition along the Mississippi River as approved by the Board at its August meeting. Consequently, the Park District will request a grant of \$200,000 from the Metropolitan Council, and the balance of the acquisition (\$360,000)

will be funded through the Park District's Land Acquisition Development and Betterment fund (LADB). In addition, Metropolitan Council funding for this acquisition is dependent on successful amendment of the Elm Creek Park Reserve's long-range plan boundary to include this parcel.

Long-Range Plan Amendment

Staff prepared an amendment to the 2007 Elm Creek Park Reserve Long-Range Plan to include this property so that the property is eligible for Metropolitan Council acquisition, CIP, and operation and maintenance funding (**See Attached: Elm Creek Long-range Plan Amendment**). Additionally, staff included the following parcels in that amendment so they are eligible for Metropolitan Council funding support (**See Attached: Parcel Map**):

- Parcels 2412022340008, 2412022340011, 2412022340012, and 2412022340013, which total about 9 acres and were obtained as part of a previous land exchange agreement with the City of Champlin.
- The portion of parcel 2412022340001 which is located on the west side of the Elm Creek Crossing. This parcel is currently owned by the City of Champlin. City staff concur with conveying the 0.1 acres to Three Rivers once Three Rivers successfully acquires the parcel 2412022340002 property. This will likely require an administrative lot split and conveyance agreement with the City which staff would prepare and bring back to the Board at a future date.

This boundary amendment is consistent with Three Rivers Policy VII – Land Acquisition, Section B. Park Boundaries:

To protect parkland from undesirable encroachments or negative environmental impacts, park boundaries, where possible, will coincide with nature or existing features such as roads, water bodies and/or delimiting topography or vegetation.

Next Steps

Upon Board approval, staff will seek municipal consent and Metropolitan Council plan amendment and funding approval.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 2: Parks Matter

Goal 3: Lead by Example

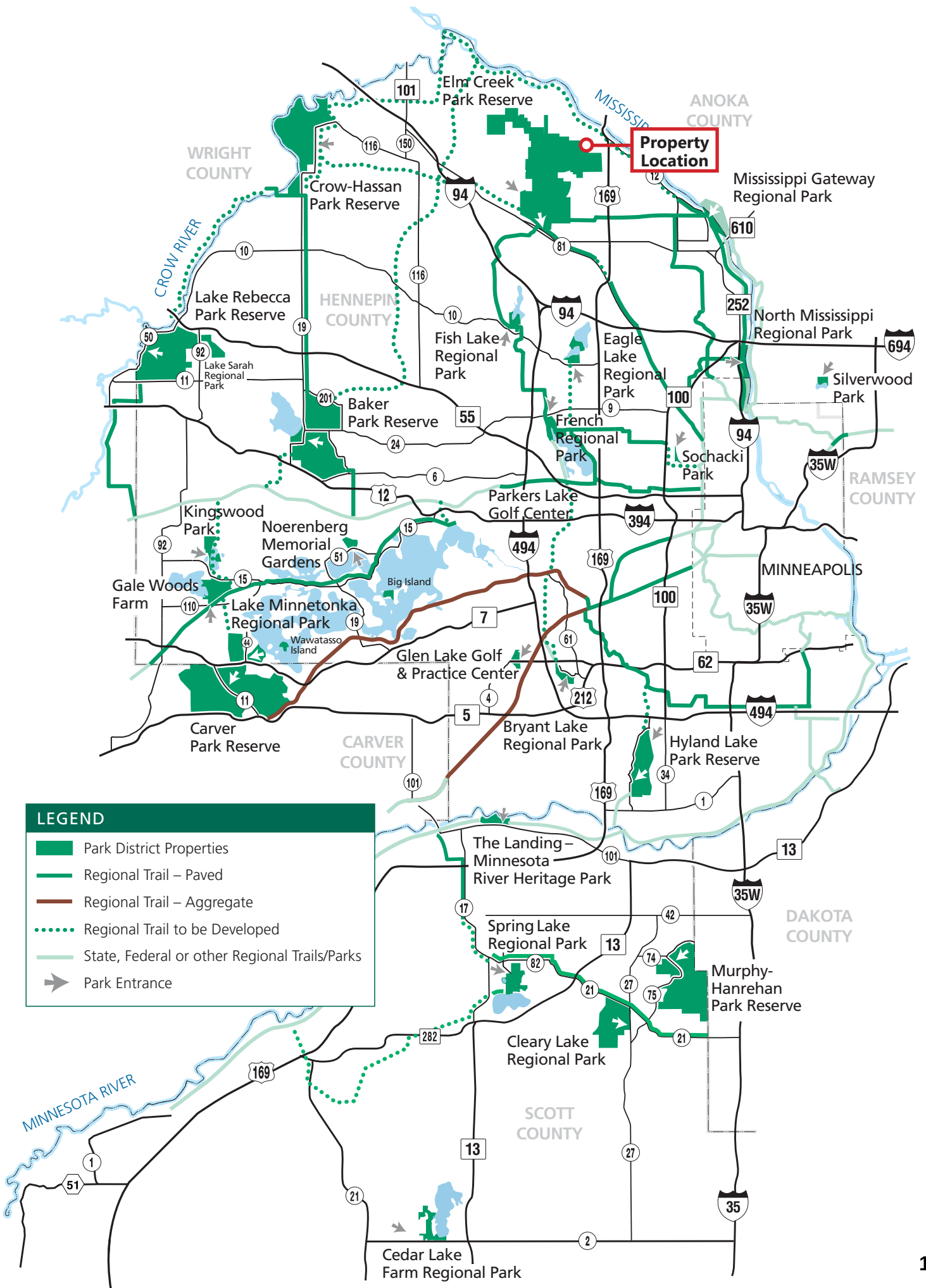
Attachments:

[Context Map.pdf](#)

[Parcel Map.pdf](#)

[Purchase Agreement.pdf](#)

[Elm Creek Long-Range Plan Amendment.pdf](#)



Elm Creek
Park Reserve

Property for Sale
2412022340002

City of Champlin Property
2412022340001

Three Rivers Property
~9 Acres

Hayden Lake Road

Elm Creek Xing

Elm Creek Crossing

Elm Creek

Trailhead

Lake Vista Ln

Ker Ln N

S C

182

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into by and between **Three Rivers Park District**, a public corporation and political subdivision of the State of Minnesota ("Buyer") and **Bradley A. Lasher and, Michelle L. Lasher married to each other, Steven D. Lasher and Colleen G. Lasher, married to each other, and Kathryn A. Scheuring and Dean G. Scheuring, married to each other**, ("Sellers").

RECITALS

WHEREAS, Buyer is a political subdivision of the State of Minnesota, whose primary duties are acquisition, development and maintenance of large parks, wildlife sanctuaries or other reservations, and means for public access to historic sites and to lakes, rivers and streams and to other natural phenomena, and to acquire, establish, operate and maintain trail systems; and

WHEREAS, Sellers own property located at 12651 Elm Creek Crossing, Champlin, Minnesota, legally described on Exhibit A hereto ("Subject Property"), containing approximately 2.83 acres; and

WHEREAS, Sellers and Buyer wish to enter into an agreement for the conveyance of the Subject Property from Sellers to Buyer.

NOW THEREFORE, for and in consideration of the above premises and the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Sellers hereby agree to convey to Buyer and Buyer agrees to accept from Sellers the Subject Property together with all improvements and fixtures.

2. Consideration. In consideration of the conveyance, transfer and delivery by the Sellers to the Buyer of the Subject Property, the Buyer shall pay to the Sellers the sum of Four Hundred Sixty-Seven Thousand Five Hundred Dollars (\$467,500.00) ("Purchase Price") at Closing.

3. Deed/Marketable Title. Subject to performance by the Buyer, Sellers agree to execute and deliver a Warranty Deed in recordable form conveying marketable title to Subject Property subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations; and
- (b) Reservation of any minerals or mineral rights to the State of Minnesota.

4. Real Estate Taxes. Real estate taxes due and payable in the year of Closing shall be prorated between Sellers and Buyer on a calendar year basis to the actual date of Closing. Sellers shall pay the prorated portion of the real estate taxes up to and including the date prior to the date of Closing. Buyer shall pay its prorated portion of the real estate taxes from and after the date of Closing. Real estate taxes payable in the years prior to Closing shall be

paid by Sellers on or before the date of Closing. Real estate taxes payable in the years subsequent to Closing shall be paid by Buyer.

5. Special Assessments. Sellers shall pay on or before the date of Closing all special assessments levied or pending against the Subject Property as of the date of Closing.

6. Prorations. Except as otherwise provided herein, all items customarily prorated and adjusted in connection with the Closing of the sale of the Subject Property shall be prorated as of the date of Closing. It shall be assumed that the Buyer will own the property for the entire date of the Closing.

7. Damages To Real Property. Except for Buyer's inspection activities pursuant to Section 8(d), if there is any loss or damage to the Subject Property between the date hereof and the date of Closing, for any reason, the risk of loss shall be on the Sellers. Sellers shall notify Buyer of loss or damage to the Subject Property promptly upon such occurrence. If the Subject Property is destroyed or damaged before the Closing, this Agreement shall become null and void, at Buyer's sole option. Buyer shall have the right to terminate this Agreement within 30 days after Sellers notify Buyer of such damage. If Buyer elects to not terminate this Agreement, the proceeds of all insurance covering the Subject Property conveyed by this Agreement payable by reason of such damage or destruction shall be paid to the Buyer.

8. Title and Documents.

(a) Documents and Information to be provided. Within 15 days after the acceptance of this Agreement by the parties hereto, Sellers shall provide Buyer with the following:

- (i) Copies of any environmental audits or assessments of the Subject Property that are in Sellers' possession.
- (ii) Copies of any certificates, authorizations, permits, licenses and approvals which have been issued covering the Subject Property.
- (iii) Copies of any surveys that are in Sellers' possession.
- (iv) Copies of any written agreements affecting the ownership and use of the Subject Property known to Sellers.
- (v) An abstract of the Subject Property if in Sellers' possession.

(b) Title Commitment. Buyer agrees to obtain an owner's title commitment. Buyer shall pay the title commitment fee and shall pay the premium for any title insurance desired by Buyer.

(c) Review of Commitment. Buyer shall have 30 days after receipt of the title commitment within which to object to the contents. If said objections are not made in writing within such time period, Buyer shall be deemed to have waived such objections. If Buyer objects to the contents of the title documents, Sellers shall have 90 days from the date of such objections to make title marketable. If title is not made

marketable within 90 days, this Agreement shall be null and void at the sole option of Buyer and neither party shall have any further obligation under this Agreement.

(d) Inspections; Document Review. With respect to all of the above items other than the title documents, Buyer shall have 90 days after delivery of the foregoing to Buyer during which to inspect all such items. Further, Buyer may inspect the Subject Property and conduct such other and further inspections or other review as seems necessary by Buyer during such period. If such review and/or inspection by the Buyer shall be unsatisfactory to Buyer, Buyer shall notify Sellers within such time period, and this Agreement shall be null and void at the sole discretion of the Buyer. If said period should expire without notice of Buyer's intention to terminate this Agreement, then this Agreement shall be considered in full force and effect and Buyer shall be deemed to have waived any objections based upon such review and inspection. Sellers hereby grant Buyer and/or its agents the right to enter upon the Subject Property for the purpose of inspection and to prepare topological studies, planning, surveys, soil tests and other engineering studies, and environmental inspection and testing that may be deemed necessary; provided however that Buyer shall pay all costs thereof and shall protect, defend, indemnify, save and hold Sellers and Subject Property harmless from and against any and all costs, damages and liabilities arising from entry upon inspection or testing of Subject Property, including but not limited to costs, damages and liabilities arising from mechanics, materialmens and other liens filed against Subject Property in connection with work performed or material furnished by or at the direction of Buyer and also any legal fees and court costs that may be expended or incurred in defending or releasing such liens. Notwithstanding anything to the contrary herein, this indemnification shall survive termination or cancellation of this Agreement.

9. Environmental. To Sellers' knowledge, and except as disclosed in the reports and other documents provided to Buyer, Sellers' operations are in compliance with all applicable federal, state and local statutes, laws, rules, regulations, ordinances, orders, judicial or administrative decisions of any governmental authority or court of competent jurisdiction in effect and in each case, if applicable, as amended as of the Closing relating to (a) pollution of the environment, (b) a Release, as defined below, or threatened Release of Hazardous Materials, as defined below, or (c) the handling, storage, transport or disposal of Hazardous Materials (collectively, "Environmental Laws").

During the period of Sellers' ownership of the Subject Property, to the Sellers' knowledge, and except as disclosed in the reports and other documents provided to the Buyer (a) there has been no Release, as defined below, of any Hazardous Materials, as defined below, on the Subject Property, and (b) there have not been, and Sellers have not received any notices from any governmental authority of any underground storage tanks on the Subject Property. For purposes of this Agreement, "Release" shall mean, in violation of applicable Environmental Laws, depositing, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping or placing and other similar actions into or upon any land, water or air, or otherwise entering into the environment, and "Hazardous Materials" shall mean (a) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant or contaminant" or words of similar import, under applicable Environmental Laws; (b) any petroleum or petroleum products, natural or synthetic gas,

radioactive materials, polychlorinate, biphenyls, asbestos in any form that is friable, urea formaldehyde foam insulation or radon, and (c) any other chemical, material or substance, the handling, storage, transport or disposal of which is prohibited, limited or regulated by any governmental authority under applicable Environmental Laws. Sellers disclose that there may be or was an underground heating oil tank. The heating system in the home was converted to natural gas, but Sellers do not know if the tank was removed.

Sellers have disclosed to the Buyer all reports and other documents in Sellers' possession concerning environmental matters relating to the Subject Property. To Sellers' knowledge there are no existing claims or causes of action, and there are no pending claims regarding the Subject Property against the Subject Property or Sellers involving the violation of Environmental Laws, and Sellers have no such claims against third parties. Sellers shall indemnify and hold Buyer harmless from and against any and all claims brought under Environmental Laws pertaining to conditions in existence and known to Sellers prior to conveyance to Buyer.

10. Sellers' Warranties. As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Sellers represent and warrant to and covenant with Buyer that to the best of Sellers' knowledge at the time of Closing there are no persons in possession of the Subject Property, including, but not limited to tenants, licensees, or permittees.

11. Defaults/Right to Terminate. In addition to the other rights to terminate this Agreement granted to each of the parties pursuant to this Agreement, either party may cancel this Agreement upon 30 day's written notice to the other party at any such time as such other party is in default of its agreements hereunder and remains in such default for 30 days following the written notice of such default.

12. Due Authorization. Sellers and Buyer hereby represent to the other that each has the requisite power and authority to execute this Agreement and the documents referred to herein and to perform its obligations hereunder and thereunder; and the individuals executing this Agreement and all such other documents that have a legal power, right and actual authority to bind each of the parties hereto to the terms and conditions of the Agreement and all other such documents. Further, each of the parties to this Agreement hereby represents to the other that its execution and performance of this Agreement and all other documents referred to herein shall not violate any applicable statute, ordinance, governmental restriction or regulation, or any prior restriction or agreement.

13. Closing; Contingencies.

(a) Performance at Closing. Subject to satisfaction of Paragraphs 8 and 13(b) hereof, the Closing of the transaction contemplated by this Agreement shall take place at 3000 Xenium Lane North, Plymouth, MN 55441 on or before December 30, 2024 or at such other time as may be agreed upon between the parties.

(i) At the Closing Sellers shall:

(a) sign an Affidavit of Sellers confirming the absence of judgments, mechanics liens and unrecorded interests

against the Subject Property not disclosed herein;

- (b) deliver any documents necessary to clear title in accordance with this Agreement, if any;
 - (c) sign the well disclosure statement required by Minnesota Statutes §103I.235,
 - (d) sign the Warranty Deed, and
 - (e) pay the deed tax.
- (ii) At the Closing, Buyer shall:
 - (a) pay the title commitment fee, if not paid pursuant to paragraph 8(b);
 - (b) pay the premium for title insurance, if desired by Buyer;
 - (c) pay any and all other Closing costs including all filing fees; and
 - (d) Pay to the Sellers the Purchase Price for the conveyance, transfer and delivery of the Subject Property to the Buyer.
- (b) Contingencies. Notwithstanding the foregoing, the parties to this Agreement acknowledge that the Closing is expressly subject to the following contingencies:
 - (i) Buyer shall obtain consent of the City of Champlin to its acquisition of the Subject Property pursuant to Minn. Stat. §398.09(b)(1);
 - (ii) Buyer shall obtain all other consents required from governmental or other regulatory authorities;
 - (iii) Buyer shall have the right, at its sole discretion, to terminate this Agreement based on the environmental inspection findings which will occur within the 90-day inspection window or in the event any storage, dumping or release of hazardous materials, chemicals, pollution or similar occurs after the 90-day inspection window;
 - (iv) This Agreement and the obligations of Buyer hereunder are strictly contingent upon approval of this Agreement by Buyer's Board of Commissioners;
 - (v) Approval of reimbursement to Buyer by Metropolitan Council; and
 - (vi) Approval of amendment to Elm Creek Park Reserve Long-Range Plan by Metropolitan Council, City of Champlin, and Buyer's Board of Commissioners.

Any failure to satisfy any contingency contained herein shall render this Agreement null and void, in the Buyer's sole discretion, and the parties shall execute any instruments necessary to cancel this Agreement.

14. Condemnation. In the event of the initiation of proceedings for condemnation (or sale in lieu thereof) of any portion of the Subject Property prior to Closing, Buyer shall have the right to cancel this Agreement, in which case this Agreement shall be deemed null and void and neither of the parties shall have any further obligations. Conversely, Buyer may elect to purchase Subject Property and close the transaction notwithstanding such proceedings and, if Buyer shall so elect, all awards or payments made for such portion of Subject Property by the condemning authority to which Sellers are entitled shall be paid to Buyer and Buyer shall proceed to close the transactions herein and pay the full Purchase Price to Sellers.

15. Possession. Sellers shall deliver possession of the Subject Property on the date of Closing.

16. Representations and Warranties. The obligations of the Buyer under this Purchase Agreement are contingent on the representations and warranties of Sellers contained in this Purchase Agreement which must be true as of the date of this Agreement and on the date of Closing. All representations of the parties hereto shall survive Closing and delivery of the deed.

17. No Intent to Acquire by Condemnation. Buyer and Sellers agree that Buyer has not indicated an intent to acquire the Subject Property through eminent domain.

18. Time. Time is of the essence for performance of the terms of this Agreement.

19. Binding Effect. The provisions of this Agreement shall inure to the benefit and shall be binding on representatives, successors and assigns of the parties hereto, provided that neither party hereto shall have the right to assign its rights or obligations hereunder without the prior consent of the other party.

20. Waivers. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing. Any party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

21. Amendment. No amendment of this Agreement shall be effective unless set forth in writing expressing the intent to so amend and signed by both parties.

22. Notices. Any notices to be provided pursuant to the terms of this Agreement shall be in writing and shall be given by personal delivery or by express courier or by deposit in U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed to the Buyer or Seller at the addresses set forth below or at such other address as either party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or the date notice is sent by express courier or U.S. Mail if otherwise.

If to Seller:

Steven Lasher
 17092 Vance Circle NW
 Elk River, MN 55330

If to Buyer:

Three Rivers Park District
 Office of the Superintendent
 c/o General Counsel
 3000 Xenium Lane North
 Plymouth, MN 55441

23. Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

24. Survival of Covenants. All covenants, agreements, representations, and warranties contained herein shall survive delivery of the deed from Sellers to Buyer and be enforceable by Sellers or Buyer after delivery of the deed.

25. Entire Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings, and representations between the parties regarding the Subject Property.

26. Brokers. No brokers are involved in this real estate transaction.

27. Disclosures. Sellers make the following disclosures to Buyer:

- (a) Sellers are not foreign persons for purposes of income taxation, and Sellers will provide Buyer with a FIRPTA Affidavit at Closing.
- (b) Sellers are not aware of any methamphetamine production that has occurred on the Subject Property.
- (c) Sellers are not aware of any human remains, burials or cemeteries located on the Subject Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The effective date of this Agreement shall be the latest date beside the signatory lines below.

THREE RIVERS PARK DISTRICT, a
public corporation and political subdivision
of the State of Minnesota

Dated: _____

By _____
John Gibbs, Board Chair

Dated: _____

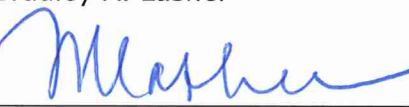
By _____
Boe R. Carlson, Superintendent and
Secretary to the Board

SELLERS:

Dated: 9-10-24

By 
Bradley A. Lasher

Dated: 9-10-24

By 
Michelle L. Lasher

Dated: 9-9-24

By 
Steven D. Lasher

Dated: 9-9-24

By 
Colleen G. Lasher

Dated: 9-9-24

By 
Kathryn A. Scheuring

Dated: 9-9-24

By 
Dean G. Schuering

EXHIBIT A**Legal Description of Subject Property**

North 27 Rods Of West 18 25/100 Rods Of East 36 1/2 Rods Of Southeast 1/4 Of Southwest 1/4 Except Road, Hennepin County, Minnesota.

PID: 24-120-22-34-0002



ELM CREEK PARK RESERVE

LONG-RANGE PLAN AMENDMENT

SEPTEMBER 19, 2024

The mission of **Three Rivers Park District** is to promote environmental stewardship through recreation and education in a natural resources-based park system.

Three Rivers Park District was established in 1957 after legislation was enacted in 1955 allowing for the activation of park districts whose primary duties are “acquisition, development and maintenance of large parks, wildlife sanctuaries, forest and other reservations, and means for public access to historic sites and to lakes, rivers and streams and to other natural phenomena” (Minnesota State Statutes, Chapter 398.07).

There are nearly 14.6 million annual visits to more than 26,500 acres of park reserves, regional parks and special-use areas in Hennepin and five adjoining counties and 180+ miles of regional trails. Current outdoor-recreation activities in regional parks and trails include camping, hiking, cross-country and downhill skiing, tubing, bicycling, in-line skating, horseback riding, nature interpretation, golfing, fishing and swimming. Three Rivers Park District also operates a natural resources management program, which administers the restoration and perpetuation of both native wildlife and plants in order to provide park and trail visitors opportunities for high-quality recreational experiences.

Board of Commissioners

DISTRICT 1

Marge Beard

Corcoran, Greenfield, Hanover, Independence, Long Lake, Loretto, Maple Plain, Medicine Lake, Medina, Minnetrista, Minnetonka Beach, Mound, New Hope, Orono (precincts 1, 3 & 4), Plymouth, Rockford, Rogers, Spring Park, St. Bonifacius, Wayzata

DISTRICT 2

Jennifer DeJournett

Brooklyn Park (all precincts except W1-0 and W1-R), Champlin, Dayton, Maple Grove, Osseo

DISTRICT 3

Erin Kolb

Brooklyn Center, Brooklyn Park (only precincts W1-0 and W1-R), Crystal, Golden Valley, Hopkins (precinct 2), Robbinsdale, St. Anthony, St. Louis Park

DISTRICT 4

Louise Segreto

Deephaven, Edina, Excelsior, Greenwood, Hopkins (all precincts except 2), Minnetonka, Orono (precinct 2), Richfield (all precincts except 6 & 9), Shorewood, Tonka Bay, Woodland

DISTRICT 5

John Gibbs

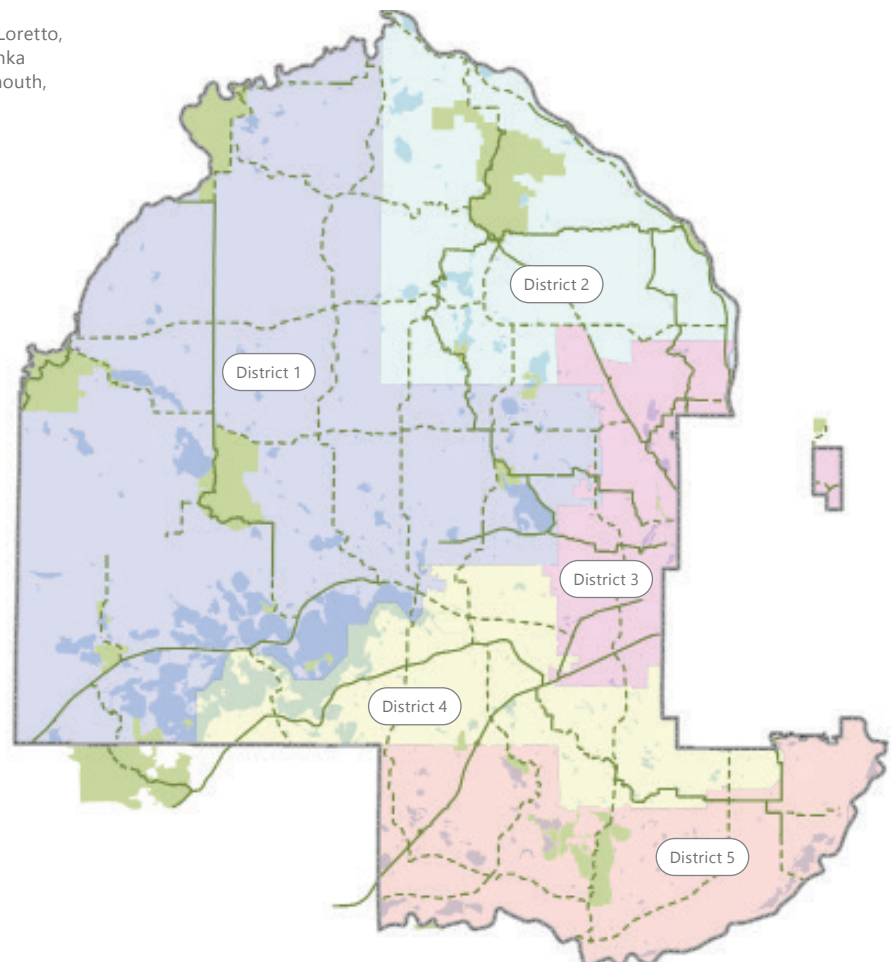
Bloomington, Chanhassen, Eden Prairie, Fort Snelling, Richfield (precincts 6 & 9)

Jesse Winkler

Hennepin County Appointee - serves at large

Jan Guenther

Hennepin County Appointee - serves at large



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LONG-RANGE PLAN AMENDMENT

ELM CREEK PARK RESERVE BOUNDARY EXPANSION

As a regional park reserve, Elm Creek provides and protects representative areas of major landscape types found in the metropolitan area for the purposes of conservation, outdoor recreation, and to encourage appreciation and enjoyment by the public. Elm Creek Park Reserve offers a unique opportunity for visitors of all backgrounds, ages and abilities to experience a variety of nature-based recreational opportunities due to its vast natural landscape and its close proximity to the metropolitan area.

PREVIOUS ACQUISITION STATUS

In the 2007 Elm Creek Park Reserve Long-range Plan, the boundary included the 5,279 acres of land currently owned by Three Rivers Park District and 16.1 acres in six inholding parcels whose acquisition status were critical to the park reserve's natural resources and/or recreation resources. Once acquired, the park reserve would have been 5,295 acres in size.

ACQUISITION REQUEST

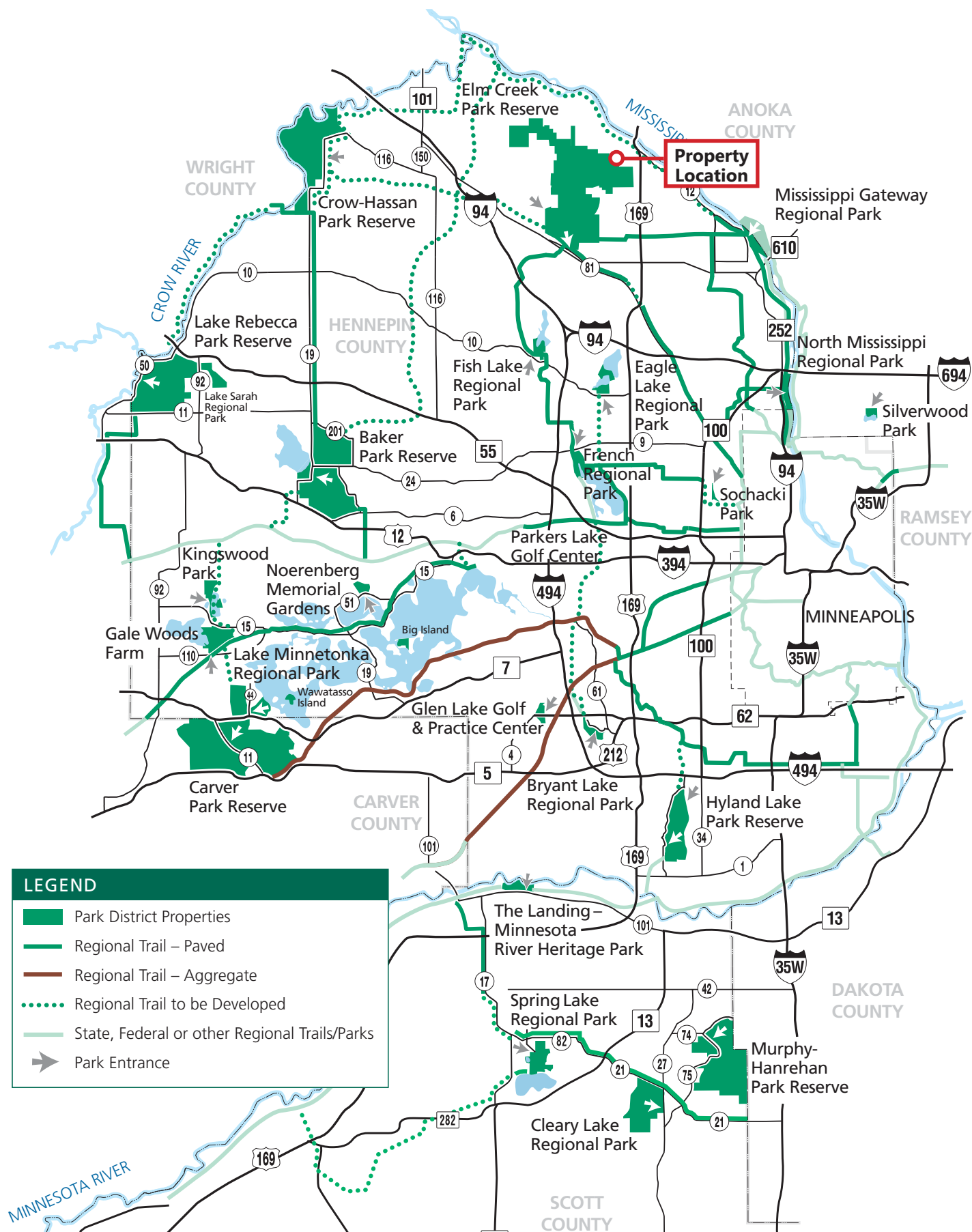
Three Rivers Park District is requesting an amendment to the 2007 Elm Creek Park Reserve Long-range Plan to include an additional 12.14 acres across 6 properties in the northeast corner of the park reserve (Figure 1).

The additional 12.14 acres were not included in the original 2007 long-range plan boundary as the boundary was limited to existing willing sellers. Since then the following has taken place to initiate the addition of these 12.14 acres:

- Property A: An adjacent property owner has expressed interest in selling their property (2.83 acres) to Three Rivers for purposes of it becoming part of the park and restoring and preserving it in a natural state for the enjoyment of future generations. A purchase agreement contingent on approval of this long-range



Figure 1 Acquisition Context Map



plan amendment request and Metropolitan Council funding is in place.

- Properties B, C, D, E: Three Rivers Park District acquired four parcels (9.21 acres) south of the adjacent property owner in a land exchange with the City of Champlin.
- Property F: A portion of parcel 2412022340001 is located on the west side of the Elm Creek Crossing and is adjacent to the property being sold. This parcel is currently owned by the City of Champlin. Three Rivers, with City support, is interested in ownership of the portion of the property on the west side of the road for consistent operation and maintenance purposes and to be compliant with Three Rivers Park Boundary Policy.

Acquisition of these properties would further support the intent of the original 2007 Long-range Plan and the long-term protection of Elm Creek watershed and wetland. Upon completion of the acquisition, the properties will be maintained in a natural state and native vegetation restoration will occur as resources allow.

This long-range plan amendment request modifies the long-range plan boundaries and reaffirms the overarching intent of Three Rivers to protect and preserve Elm Creek and the surrounding natural resources for future generations. No significant development of the property is planned. The following details each property in greater detail (Figure 2).

Lasher Property | Property A

Currently for sale by a willing-seller, this property measures 2.83 acres. This property has significant natural resource value as it includes 420 feet of Elm Creek and 1.5 acres of open space/relatively undeveloped property. Acquisition of this property will total \$560,000, which includes the negotiated purchase price of \$467,500 (110% of the appraised value of \$425,000), appraisal, title commitment/insurance, environmental assessment, removal of any remaining infrastructure (i.e., house, shed, etc.) and basic site restoration.

TRPD Properties | Properties B, C, D, E

Three Rivers retains ownership of Properties B, C, D, E (totaling 9.21 acres) which were acquired without Met Council funding through a land exchange agreement with the City of Champlin.

Champlin Property | Property F

This parcel is currently owned by the City of Champlin but City staff support conveying the 0.1 acres to Three

Figure 2 Acquisition Parcel Map



PROPERTY DESCRIPTIONS

Lasher Property

Cost

Property A	PID: 2412022340002	02.83 acres	\$560,000
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Three Rivers Park District Properties

Property B	PID: 2412022340008	5.88 acres	N/A
Property C	PID: 2412022340011	1.54 acres	N/A
Property D	PID: 2412022340013	0.1 acres	N/A
Property E	PID: 2412022340012	1.69 acres	N/A

Champlin Property

Property F	PID: 1511724320002	0.1 acres	N/A
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Total 12.14 acres

Rivers once Three Rivers successfully acquires the Lasher Property. Acquisition of this property will align with Three Rivers Park Boundary Policy, specifically park boundaries, where possible, will coincide with nature or existing features such as roads, water bodies and/or delimiting topography or vegetation to protect parkland from undesirable encroachments or negative environmental impacts. This will likely require an administrative lot split and conveyance agreement with the City, as its current configuration includes land on both sides of Elm Creek Crossing.

STEWARDSHIP PLAN

Stewardship activities will begin as soon as the transfer of title occurs for newly acquired properties. All of the properties are vacant and/or include structures that Three Rivers will remove to restore its natural habitat. As such, these stewardship activities include the general inventory, cleanup, reuse and disposal of any found objects associated with previous use, vegetative cleanup including mowing, removal of exotic plant materials, cleanup of any debris, tree trimming and general native plant restoration.

Other stewardship activities may include the following: identification and signing of property lines, identification and monitoring and/or sealing of existing groundwater wells and removal of existing driveways and access routes. If irregularities arise, Three Rivers will take proper action.

DEMAND FORECAST

The inclusion of the additional 12.14 acres does not alter the existing use or demand forecast for Elm Creek Park Reserve as the properties will remain as or be restored to open space and additional public facilities are not envisioned.

DEVELOPMENT CONCEPT

The requested boundary amendment does not alter the existing recreation development concept. Popular existing recreational facilities include the swim pond, creative play area, winter recreation area, Eastman Nature Center, off-leash dog exercise area, archery course, and an extensive paved and non-paved trail network.

CONFLICTS

No known conflicts exist regarding the proposed boundary expansion of Elm Creek Park Reserve property.

PUBLIC SERVICES

No new public services are foreseen to support this boundary amendment request as the included parcels are or will be restored to open space and no further development is anticipated.

Properties included in the boundary expansion have an underlying residential or vacant-residential zoning classification, as defined by the City of Champlin, which support park use. Three Rivers will work collaboratively with the City of Champlin to amend the park boundaries.

Mass transit, specifically buses, do not service Elm Creek Park Reserve at this time. The Rush Creek and Medicine Lake Regional Trails provide multi-modal transportation

access to the park.

OPERATIONS

Elm Creek is operated as a park reserve within the Regional Park System. Three Rivers ordinances and policies will extend to the additional parkland to ensure the quiet, orderly and suitable use and enjoyment of Park District properties. Three Rivers public safety services will also be extended to these properties in addition to local law enforcement agencies. No staffing or operational budgets will be impacted by this minor boundary expansion.

PARTNER ENGAGEMENT

Three Rivers Board of Commissioners approved updating the Elm Creek Long-range Plan to reflect current ownership, pending the purchase agreement for Property A and the proceeding lot split and conveyance for Property F. The City of Champlin is aware and staff are supportive of the immediate acquisition opportunity and the possible proceeding lot split and conveyance. Upon Three Rivers Park District Board approval, Three Rivers will further coordinate the appropriate approvals with the City.

PUBLIC ENGAGEMENT AND PARTICIPATION

Three Rivers research indicates that there is broad support for land acquisition and natural resource protection. Three Rivers' 2018 General Population Survey findings indicated that 84% of respondents support acquiring land for future parks and 88% of respondents support preserving open space. In addition, the 2018 Park visitor Survey findings indicated that 93% of respondents support improving natural resources and 78% of respondents supported acquiring land for future parks and trails.

EQUITY ANALYSIS

Three Rivers shares Met Council's goal to expand equitable access to and use of regional parks and trails by all our region's residents across age, race, ethnicity, income, national origin, and ability.

Elm Creek Park Reserve plays a crucial role in equitable park and recreation access due to its proximity to downtown Minneapolis and its expansive natural resources, size and list of offerings. Elm Creek Park Reserve supports and partners with many community organizations and groups to provide new experiences to those who are unfamiliar with or newer to our parks, including nature center programming and space rental, learn to ride biking workshops, tubing nights, cross country skiing demos and lessons, school and community

group programs, and more.

ACCESSIBILITY

Elm Creek Park Reserve is located just 20 minutes northwest of downtown Minneapolis in north central Hennepin County about 2.5 miles northeast of Interstate 94, making it easily accessible by car. The regional trail connections via Medicine Lake and Rush Creek Regional Trails make it accessible by foot and bike as well. At this time, Metro Transit does not provide service to the park although it is desired.

NATURAL RESOURCES

Protecting lands with natural resource features, access to water, and/or restoration potential is a priority for the Regional Parks System. The proposed expansion will expand this work. Elm, Rush and Diamond creeks all converge within Elm Creek Park Reserve and flow through the section of Elm Creek located through the property included in this park boundary amendment. Furthermore, the existing storm water ponding within Parcels C and E are designed to pre-

treat runoff before it makes its way to Elm Creek.

The streams, lakes and associated wetlands are the basis for many of the plant communities and wildlife found in this park reserve. Protecting the water quality of all water bodies, including the portion of Elm Creek that is a part of this boundary expansion, from further degradation while returning stream flows to a more historical pattern are critical to preserving the other associated resources.

The park and this boundary expansion will protect existing high quality natural resources and, upon acquisition, will be restored to reflect the natural communities of the region.

Much of the land included in the expansion request is undeveloped and includes natural areas/resources that extend from the long-range plan boundary onto the properties proposed for inclusion. Ownership and inclusion of the properties within the boundary help ensure that these natural areas will be protected and consistently managed as one ecosystem unit.



REGULAR BOARD MEETING

Meeting Date: 09/19/24 Business Item: CURRENT BUSINESS

Item Number: **5C**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: Glen Lake Golf Proposed 2025 Budget

Superintendent's Recommendation:

MOTION TO APPROVE THE 2025 OPERATING BUDGET FOR GLEN LAKE GOLF AND PRACTICE CENTER AND AUTHORIZE THE SUPERINTENDENT TO SUBMIT THE PROPOSED BUDGET TO THE HENNEPIN COUNTY BOARD OF COMMISSIONERS FOR ADOPTION.

Prepared By: Howard Koolick, Jeff May, Bill Vollbrecht, Doug Berens and Mark Hill.

Background:

Three Rivers operates the Glen Lake Golf and Practice Center under a cooperative agreement with Hennepin County, which is the owner of the facility. The agreement outlines responsibilities of the Park District and the County and creates the Glen Lake Golf Joint Operations Committee, which is composed of staff from the Park District and the County. This committee oversees the operations, maintenance and fiscal affairs of the facility. The agreement also includes a variety of financial issues including how any profits would be allocated between the County and the Park District.

The cooperative agreement calls for the Park District to develop an annual operating budget for the facility, including recommended fees. The annual operating budget is proposed by Park District staff, reviewed by the Glen Lake Golf Joint Operations Committee, recommended to the Park District Board of Commissioners for consideration and, once approved, is then submitted to the Hennepin County Board for adoption.

The Operations Committee reviewed the budget at the August 14, 2024, Operations Committee Meeting. The attached budget packet provides highlights and details of the Committee's budget recommendations. If approved and authorized by the Park District Board, the proposed budget is then forwarded to the Hennepin County Board for consideration.

The proposed 2025 budget recommends revenues of **\$1,153,596** and expenditures of **\$1,153,596** with a contingency of **\$115,712** (net revenues).

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

Goal 1: You Belong Here

Goal 2: Parks Matter

Goal 3: Lead by Example

Attachments:

[2025 Operating Budget-Glen Lake Golf.pdf](#)



ThreeRivers

PARK DISTRICT

Glen Lake Golf and
Practice Center

2025 Operating Budget

August 2024

THREE RIVERS PARK DISTRICT
GLEN LAKE GOLF AND PRACTICE CENTER
2025 PROPOSED OPERATING BUDGET

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Prepared By

Howard D. Koolick, Chief Financial Officer
Doug Berens, Director of Maintenance
Jeff May, Director of Enterprise Operations
Mark Hill, Golf Operations Supervisor
Bill Vollbrecht, Golf Maintenance Supervisor

GLEN LAKE GOLF AND PRACTICE CENTER 2025 PROPOSED OPERATING BUDGET

Glen Lake Golf and Practice Center is a great example of a community-focused golf facility. Since opening in 1997, it has been a key player in promoting the sport, thanks to its partnership with Hennepin County and the Park District. By operating as a self-supporting entity, it ensures sustainability and continued service to the community. Glen Lake's emphasis on programs, lessons, leagues, and initiatives like the First Tee programming highlights its commitment to making golf accessible and engaging for people of all ages and skill levels. It's impressive how Glen Lake can contribute to growing the game and fostering a love for golf in the surrounding communities.

The proposed 2025 budget recommends revenues of **\$1,153,596** and expenditures of **\$1,153,596** with a contingency of **\$115,712** (net revenues). This compares to 2024 budgeted revenues of **\$1,107,992** and operating expenses of **\$1,107,992** with a contingency amount of **\$143,712**.

The following information highlights the key factors affecting proposed revenues and expenditures.

REVENUES

The recommended 2025 golf operations revenue budget is projected at **\$1,153,596**.

Glen Lake Golf and Practice Center's pricing strategy reflects its commitment to maintaining competitiveness in a market where green fee value is crucial. By positioning its fees near the top of the range compared to local competitors, the facility aligns its pricing with industry standards and best practices while focusing on providing excellent customer service and efficient operations.

The revenue projections, which are informed by trends and a three-year average for rounds and revenue, indicate a positive trajectory. The increase in rounds and range usage, particularly in the wake of the COVID-19 pandemic, demonstrates the strong resurgence and ongoing popularity of golf. As the sport continues to thrive nationwide, Glen Lake's busy status underscores its success in attracting and retaining golfers.

Overall, Glen Lake's strategy to balance competitive pricing with high-quality service and efficient operations seems well-suited to leverage the current growth in the golf industry and sustain its role as a leading community facility.

EXPENDITURES

Expenditures are proposed at **\$1,153,596**, which is an increase of \$45,604. This increase/decrease is a combination of regular staffing cost increases and the increased prices for goods and services caused by inflation and supply change issues. *An expenditure detail summary is found on pages 8-10.*

The proposed expenditure increase is comprised of the following:

- Staffing and benefit costs in accordance with compensation plan and Union Contracts.
- Increased rates for golf instructors.
- Anticipated increased cart lease expenses (a new 5-year lease will start in April of 2025 for all Park District Courses).

GLEN LAKE GOLF AND PRACTICE CENTER 2025 OPERATING BUDGET SUMMARY

	REVENUE		EXPENDITURES	
	2024 Budgeted	2025 Proposed	2024 Budgeted	2025 Proposed
Golf Operations	\$619,984	\$643,198	\$414,119	\$451,844
Driving Range	\$251,485	\$273,875	\$0 Moved to Operations	\$0 Moved to Operations
Maintenance			\$448,911	\$462,437
Concessions and Merchandise	\$77,273	\$77,273	\$25,500	\$25,500
Special Programs (League Fees/Private Grants)	\$33,000	\$33,000	\$0 Moved to Operations	\$0 Moved to Operations
Lessons	\$126,250	\$126,250	\$75,750	\$98,103
Facility Use Revenue	\$0	\$0		
Interest Earnings				
Non-Operating Contingency			\$143,712	\$115,712
	\$1,107,992	\$1,153,596	\$1,107,992	\$1,153,596

GLEN LAKE GOLF AND PRACTICE CENTER 2025 PROPOSED REVENUE/RECOMMENDED FEES

Description	2024 Budgeted Rounds/Use	2025 Projected Rounds/Use	2025 Proposed Fees	2025 Projected Revenue	Total (less taxes)
Green Fees Total (after tax)				\$565,627	\$521,196
Regular 9 holes	16,575	16,575	\$21.00	\$348,075	\$320,733
Senior 9 holes	10,380	10,380	\$16.00	\$166,080	\$153,034
Junior 9 holes	3,217	3,217	\$16.00	\$51,472	\$47,429
Rental Total (after tax)				\$131,183	\$122,002
Golf Cars-9 holes	5,914	5,914	\$20.00	\$118,280	\$110,002
Clubs/Pull Cart Rental				\$12,903	\$12,000
Driving Range Total				\$297,223	\$273,875
Token Small Bucket	6,430	6,430	\$8.00	\$51,440	\$47,399
Token Large Bucket	11,456	11,456	\$13.00	\$148,928	\$137,229
Range Punch Card (10 token)	1,761	1,761	\$55.00	\$96,855	\$89,247
Golf Merchandise (total)				\$22,443	\$21,273
Taxable				\$10,728	
Non-taxable				\$11,715	
Concessions				\$60,074	\$56,000
Food/Beverage				\$39,000	
Beer				\$21,074	
Miscellaneous				\$33,000	\$33,000
Adult League Handling Fees	150	150	\$20.00	\$3,000	
Private Grants				\$5,000	
Cross Country Ski				\$15,000	
Transfer from other funds				\$10,000	
Lessons Revenue				\$126,250	\$126,250
Facility Use Revenue	\$0	\$0		\$0	\$0
Interest Earnings (will be monitored and added to revenues)					
Total Revenue				\$1,235,800	\$1,153,596

**GLEN LAKE GOLF AND PRACTICE CENTER
GREEN FEES, CART RENTAL, AND DRIVING RANGE
2024 COMPARITIVE RATES**

2025 COURSE	GREEN FEES	CART FEES	SMALL BUCKET	LARGE BUCKET
Glen Lake Par 31	\$20.00	\$20.00	\$7.00	\$12.00
2024 COURSE	GREEN FEES	CART FEES	RANGE	
HALLA GREENS Par 29	\$22.00	\$20.00	\$7.50	\$13.00
BAKER Par 30	\$18.00	\$24.00	N/A	\$11/visit
BRAEMAR Par 27	\$19.00	\$20.00	\$6.50	\$11.00
BROOKVIEW Par 27	\$16.00	\$19.00	\$7.00	\$9.00
HYLAND GREENS Par 27	\$19.00	\$18.00	\$7.00	\$12.00
CLEARY LAKE Par 28	\$16.00	\$14.00	\$5.00	\$8.00
EAGLE LAKE Par 31	\$18.00	\$18.00	\$8.00	\$13.00
INVERWOOD Par 30	\$20.00	\$18.00	\$9.00	\$15.00
NEW HOPE Par 27	\$17.00	\$16.00	N/A	N/A

Driving range bucket sizes vary course to course; the average size for a small bucket is 40 balls.

**GLEN LAKE GOLF AND PRACTICE CENTER
2025 OPERATING BUDGET
RECOMMENDED FEE CHANGES**

Green Fees:

\$1 increase to all green fees

Driving Range:

\$1 increase to all bucket sizes

\$5 increase to punch card

Power Carts:

No recommended changes

Golf Lessons:

No recommended changes

**GLEN LAKE GOLF AND PRACTICE CENTER
2025 PROPOSED OPERATING BUDGET EXPENDITURES**

ITEM	2024 BUDGET	2025 PROPOSED
GOLF OPERATIONS		
Personal Services		
Regular: Golf Operations Supervisor (.50 FTE) Facility Supervisor (.50 FTE)	\$82,074	\$88,938
Benefits (Regular and Temporary Staff)	\$48,632	\$52,866
Temporary/Seasonal/PTNB Attendants/Starters	\$176,023	\$192,400
Mileage	\$100	\$200
Sub-Total	\$306,829	\$334,404
Commodities		
Office Supplies	\$250	\$500
Film/Videos	\$100	\$0
Tools and Small Equipment	\$500	\$500
General Supplies	\$15,500	\$15,500
Merchandise for Resale	\$12,500	\$12,500
Clothing (staff clothing)	\$1,500	\$1,750
Cleaning Supplies	\$650	\$650
First Aid/Safety Supplies	\$200	\$200
Signs	\$500	\$250
Sub-Total	\$31,700	\$31,850
Contractual Services		
Maintenance & Repair - Bldg.	\$200	\$200
Maintenance & Repair - Equipment (computer, food service)	\$1,000	\$1,000
Maintenance & Repair - Other (miscellaneous repair costs other than building, AES contract)	\$500	\$500
Communications	\$500	\$500
Rental Other (caged range picker, monitor/beverage cart, electric carts-all for a full year)	\$30,000	\$40,000
Advertising	\$500	\$500
Postage/Courier Services	\$2,200	\$2,200
Printing	\$1,000	\$1,000
Protective (security & fire alarm)	\$250	\$250
Other Services (tee master/pest control)	\$7,970	\$7,970
Sub-Total	\$44,120	\$54,120
Other Charges		
Bank Charges (Credit Card Fees)	\$28,000	\$28,000
Professional Training/Development	\$250	\$250
Insurance (Dram Shop)	\$1,200	\$1,200
Licenses, Taxes, and Fees (Hennepin Co Health) Dept. Food Service, Minnetonka Liquor License	\$1,500	\$1,500

ITEM	2024 BUDGET	2025 PROPOSED
GOLF OPERATIONS (continued)		
Membership Dues (MGA, USGA, NGF, Audubon, Chamber of Commerce, Midwest Public Golf Managers Association)	\$520	\$520
Sub-Total	\$31,470	\$31,470
TOTAL GOLF OPERATIONS	\$414,119	\$451,844
MAINTENANCE		
Personal Services		
Regular Golf Course Maintenance Supervisor. (.25 FTE) Golf Maintenance Specialist (1.0 FTE) Greenskeeper (.65 FTE) Greenskeeper (.15 FTE)	\$157,358	\$174,416
Temporary Seasonal Maintenance	\$42,000	\$42,000
Benefits	\$66,730	\$64,974
Overtime	\$2,500	\$2,500
Other Pers. Serv. Reimb.	\$500	\$500
Sub-Total	\$269,088	\$284,390
Commodities		
Office Supplies	\$200	\$200
Tools	\$1,000	\$1,000
General Supplies	\$12,000	\$12,000
Clothing (staff clothing)	\$500	\$500
First Aid Supplies	\$400	\$400
Cleaning Supplies	\$800	\$800
Aggregate (bunker sand, class 5)	\$4,600	\$4,600
Chemical (pesticides, wetting agents)	\$13,000	\$15,000
Landscape Materials (sod, soils, fertilizer, seed)	\$20,000	\$20,000
Building Materials	\$1,000	\$1,000
Sub-Total	\$53,500	\$55,500
Contractual Services		
Consulting	\$500	\$500
Communications	\$500	\$500
Electricity	\$18,300	\$18,300
Maintenance & Repair Building	\$1,000	\$1,000
Janitorial	\$750	\$750
Water & Sewer	\$3,700	\$3,700
ISF (maintenance, operation, depreciation & replacement charges for fleet)	\$90,186	\$86,410
Portable Toilet Rental	\$3,787	\$3,787
Natural Gas	\$3,500	\$3,500
Rental-Other (utility vehicles, floor mats)	\$1,000	\$1,000
Protective	\$300	\$300
Other Services	\$1,500	\$1,500
Sub-Total	\$125,023	\$121,247

ITEM	2024 BUDGET	2025 PROPOSED
MAINTENANCE <i>(continued)</i>		
Other Charges		
License	\$500	\$500
Membership dues	\$800	\$800
Sub-Total	\$1,300	\$1,300
TOTAL MAINTENANCE	\$448,911	\$462,437
MERCHANDISE/SNACK BAR		
Commodities		
General Supplies	\$500	\$500
Food & Beverages (food for resale)	\$22,000	\$22,000
Kitchen & Dining	\$0	\$0
Maintenance & Repair Equipment	\$2,000	\$2,000
Licenses Taxes/fees	\$1,000	\$1,000
TOTAL SNACK BAR/RESALE	\$25,500	\$25,500
LESSONS		
Personal Services		
Temp Salaries	\$54,784	\$75,780
Benefits	\$4,191	\$5,798
Sub-Total	\$58,975	\$81,578
Commodities		
General /Office Supplies	\$500	\$250
Tools Equipment/Furnishings	\$800	\$800
General Supplies	\$12,000	\$12,000
Food & Beverage	\$375	\$375
Clothing	\$500	\$500
Sub-Total	\$14,175	\$13,925
Contractual Services		
Communication	\$900	\$900
Advertising	\$500	\$500
Printing	\$500	\$500
Sub-Total	\$1,900	\$1,900
Other Charges		
Membership Dues	\$700	\$700
TOTAL LESSONS	\$75,750	\$98,103
NON-OPERATING EXPENDITURES		
Interest Expense (debt service for bonds)	\$0	\$0
Contingency (includes net revenue)	\$143,712	\$115,712
TOTAL NON-OPERATING	\$143,712	\$115,712
TOTAL EXPENDITURES	\$1,107,992	\$1,153,596

**GLEN LAKE AND PRACTICE CENTER
STAFFING SUMMARY
2025 PROPOSED BUDGET**

2025 PROPOSED BUDGET REGULAR PERSONNEL			
	POSITION	2024 FTE	2025 FTE
Operations	Golf Operations Supervisor (shared with General Fund Operating Budget and Hyland Greens)	.50	.50
	Golf Facility Coordinator (shared with Hyland Greens)	.50	.50
	Shift Leaders	1.20	1.20
	Attendants	.90	.90
Maintenance	Golf Course Specialist I	1.0	1.0
	Greenskeeper (shared with Eagle Lake, Parker's Lake, Hyland Greens and Hyland Hills Ski Area)	.15	.15
	Greenskeeper (share with Hyland Hills)	.65	.65
	Golf Maintenance Supervisor (shared with Eagle Lake, Parkers Lake and Hyland Greens)	.25	.25
TOTAL FTE		5.15	5.15
TEMPORARY/ PERSONNEL			
	POSITION	2024 HOURS	2025 HOURS
Operations	Clubhouse Attendants	5,027	5,027
	Starter/Monitor & Beverage Cart Attendant	1,817	1,817
Maintenance	Seasonal Maintenance	3,200	3,200
Lessons	Golf Instructor	841	841
Lessons	Golf Assistant	120	120
TOTAL HOURS		11,005	11,005

Meeting Date: 09/19/24 Business Item: CURRENT BUSINESS

Item Number: **5D**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: Resolution Approving 2025 Preliminary Tax Levy

Superintendent's Recommendation:

MOTION TO ADOPT RESOLUTION NO. 24-10 CERTIFYING THE PROPOSED PROPERTY TAX LEVY AND ADOPTING A PRELIMINARY GENERAL FUND BUDGET FOR 2025.

Prepared By: Howard D. Koolick, Chief Financial Officer

Background:

Commissioners are being asked to approve a preliminary 2025 tax levy which sets the maximum amount the Park District can levy in taxes for the upcoming year. Following more detailed budget discussions in October and November, the Board will adopt a budget and final levy in December. The final levy can be lower than the preliminary levy, but not higher.

The Park District is one of many agencies that levy property taxes against suburban Hennepin property owners. In addition to the Park District, cities, Hennepin County, local school districts, watershed organizations, Metropolitan Council, Metropolitan Mosquito Control District as well as others are part of the property tax system. The Park District's tax levy accounts for two to three percent of a property's property tax bill. Hennepin County, their local city and local school district account for the majority of a property's tax bill.

The amount of taxes levied (the total dollar amount of taxes needed to operate) is the only amount in the total property tax system that the Park District can control. All other inputs into the property tax system are determined either by a city or county assessor and state law. The two biggest factors for the 2025 levy are the impact of property value changes and a change to state law regarding the residential market value credit which helps offset a portion of property taxes for lower valued homes. Both of these items are discussed in more detail in the accompanying staff report.

The Park District's property tax levy has two components: the operating levy and the debt service levy. The operating levy is set annually by the Board of Commissioners and can be used to fund any expenditure of the Park District. The debt service levy is set by the Board of Commissioners at the time General Obligation Bonds are sold and must be used only to repay those bonds. The Park District combines both these components into one when it talks about property taxes since that is what taxpayers see.

The resolution sets the preliminary operating levy at \$43,247,845. The overall property tax increase is 3.97% which is slightly lower than was discussed with the Board at the August Board Meeting since the debt service levy relating to the 2023 bonds was slightly lower than previously projected. The "Report on the Preliminary Property Tax Levy" provides more information about

the preliminary levy and budget status.

Relationship to the System Plan:

The Request for Action supports the following goal(s) of the System Plan:

This resolution supports the goals of the System Plan by providing funding for the continued operation of parks, trails, facilities, programs and natural resources management activities in a professional and deliberate manner.

Attachments:

[Report on the Preliminary Property Tax Levy.pdf](#)
[Preliminary Tax Levy Resolution.pdf](#)

Report on the Preliminary Property Tax Levy

This report contains two sections. The first section discusses the Park District's property tax levy and provides information on historical levies, projected future levies, factors impacting the proposed 2025 Preliminary Tax Levy and the estimated impact of the Preliminary Levy. The second section provides an overview an update on the status of the 2025 General Fund Budget.

Property Tax Information

Background

Property taxes are the largest revenue source in the General Fund Budget accounting for \$40,540,536 or 79.7% of the budget. The percentage of the budget funded by property taxes can vary by government based on state aids received, which tend to help smaller/less developed cities who receive more aid than bigger/more developed cities. In addition, fees collected, which can vary widely by city, also can impact a city's need to levy taxes. However, it is safe to say that many, if not most, cities are heavily dependent on property taxes to fund general operations.

Property taxes are based on a property's taxable value, reductions in the taxable value defined by state law and amounts levied by various government entities. Each of these factors can vary from year to year and are often out of a taxpayer's control. In addition, while all of these factors interact to determine the taxes paid, no one person or entity controls all of the factors.

- **Taxable Value of a Property** – The taxable value of all property in Hennepin County is set by either a city or county assessor based on the property and the value of comparable properties. For the 2025 tax levy, values determined by assessors in 2023 are used to determine a property's taxable value. According to the Hennepin County Assessor's annual report, property values in suburban Hennepin County increased by 1.7% when compared to 2023. This is the lowest rate of increase in a number of years for suburban Hennepin County.

The average estimated market value of a single-family residential property in suburban Hennepin County increased from \$417,350 to \$419,000. The average for all of Hennepin County decreased from \$391,600 to \$390,900 indicating the single-family residential market in suburban Hennepin County remains stronger than the market in Minneapolis.

- **Reductions in Taxable Value Defined by State Law** – The state created the Homestead Market Value Exclusion (HMVE) program to reduce the tax burden of owners of homes under \$400,000 by reducing their tax base. For the 2025 levy, the HMVE program was expanded to include properties up to \$517,200 and increased the maximum exclusion from \$30,400 to \$38,000. The result of these changes is that many properties under \$517,200 will see a decrease in their taxable values. This will result in a shifting of the tax burden to other types of properties including multifamily housing, commercial, industrial, and retail.

- Amounts Levied by Other Governments – The Park District’s tax levy accounts for only two to three percent of a property’s total property tax. The amounts levied by local cities, school districts and Hennepin County have a substantially higher impact on the taxes paid by a property than the amount levied by the Park District.

Tax Levy History

The following chart shows the amounts levied by the Park District for the past ten years.

Year	General Fund Levy	Debt Service Fund Levy	Total Levy	Percent Increase
2015	\$27,681,288	\$13,525,982	\$41,207,270	(0.25%)
2016	\$28,096,241	\$13,382,647	\$41,478,888	0.66%
2017	\$28,811,241	\$12,629,278	\$41,440,519	(0.09%)
2018	\$31,438,187	\$9,988,697	\$41,426,884	(0.03%)
2019	\$31,190,809	\$10,234,712	\$41,425,521	0.00%
2020	\$34,620,957	\$8,009,182	\$42,630,139	2.91%
2021	\$36,084,264	\$7,656,693	\$43,740,957	2.61%
2022	\$38,277,105	\$7,195,069	\$45,472,174	3.96%
2023	\$40,277,105	\$7,382,389	\$47,659,494	4.80%
2024	\$41,247,845	\$8,081,772	\$49,329,617	3.50%
Ten Year Change	\$13,566,557	(\$5,444,210)	\$8,122,347	19.71%

In 2015 through 2019, the Park District was able to use decreasing debt service levies to hold the total tax levy relatively flat. This tool for limiting the overall property tax increase is no longer available to the Park District as debt service levels have leveled out. Over the last five years, the Park District has held annual tax increases to less than 4.8%. Overall, the average tax increase over the last ten years has been 1.97%.

Tax Levy Planning

The Park District began using a rolling five-year tax levy planning tool in 2020. The purpose of this tool was to project the total property tax levy to allow Commissioners to see the impact of current property tax decisions and potential future levies that will be needed. The projection begins with the projected debt service levy (based on existing bonded debt and an estimate of levies for debt issued in the future) and adds a general fund levy that is designed to continue to fund basic operational costs and provide some funding for new initiatives and service growth (estimated to be \$2 million per year).

The following is an updated five-year projection of tax levies based on the most recent calculations.

Property Tax Projection					
Levy Adoption/ Collection Year	Projected Debt Service Levy	General Fund Tax Supported Increase	General Fund Levy	Total Levy	Percent Increase
2023/2024 Actual	8,075,793	970,740	41,247,845	49,323,638	3.50%
2024/2025 Recommended	8,033,698	2,000,000	43,247,845	51,281,543	3.97%
2025/2026	8,698,172	2,000,000	45,247,845	53,946,017	5.20%
2026/2027	9,389,687	2,000,000	47,247,845	56,637,532	4.99%
2027/2028	10,104,555	2,000,000	49,247,845	59,352,400	4.79%
2028/2029	10,045,483	2,000,000	51,247,845	61,293,328	3.27%
2029/2030	8,603,631	2,000,000	53,247,845	61,851,476	0.91%

Finance staff will be working with the Park District's fiscal advisor on various bond structures for the 2024 Bonds to lower the debt service levies in the next four years to reduce the levy increase. However, this strategy will result in future levies being higher than currently estimated.

2025 Preliminary Tax Levy

The recommended preliminary levy results in a 3.97% overall tax increase. The Park District's operating levy is limited to 0.03224% of taxable market value. This limit for the 2025 levy is \$58,504,892. The recommended levy of \$43,247,845 is 74% of the levy limit. The Park District is more than \$15 million below the limit.

Due to the complexity and the number of variables in the State's property tax system, it is difficult to determine the impact of the Park District's levy on all taxpayers. However, the Park District can estimate the impact on a variety of sample properties. As the table below shows, the annual increase is expected to be less than seven dollars for residential properties with a value of \$600,000 or less.

Preliminary Levy Impact on Sample Properties			
			Estimated
	Actual 2024	Estimated 2025	2025 Increase
Taxable Market value ¹	\$300,000	\$305,400	
Market Value Exclusion ²	\$10,240	\$19,064	
Tax Capacity @ 1.00%	\$2,898	\$2,864	
(x) Net Tax Capacity Rate	0.02399	0.02470	
Three Rivers Park District Tax	\$69.52	\$70.74	\$1.22
Taxable Market value ¹	\$400,000	\$407,200	
Market Value Exclusion ²	\$1,240	\$9,902	
Tax Capacity @ 1.00%	\$3,988	\$3,973	
(x) Net Tax Capacity Rate	0.02399	0.02470	
Three Rivers Park District Tax	\$95.67	\$98.13	\$2.46
Taxable Market value ¹	\$500,000	\$509,000	
Market Value Exclusion ²	\$0	\$740	
Tax Capacity @ 1.00%	\$5,000	\$5,083	
(x) Net Tax Capacity Rate	0.02399	0.02470	
Three Rivers Park District Tax	\$119.95	\$125.55	\$5.60
Taxable Market value ¹	\$600,000	\$610,800	
Market Value Exclusion ²	\$0	\$0	
Tax Capacity @ 1.00%	\$6,000	\$6,108	
(x) Net Tax Capacity Rate	0.02399	0.02470	
Three Rivers Park District Tax	\$143.94	\$150.87	\$6.93
¹ - For each property, it is assumed that the market value of the property will increase by 1.8% from 2024 to 2025. The 1.8% increase is the percentage increase for the Park District as a whole.			
² - The Market Value Exclusion is a method used by the state to subsidize residential property taxes by decreasing their taxable value. The formula used is defined in state law and changed drastically for the 2025 Levy year resulting in a larger exclusion amount than in past years. The exclusion is a graduated system providing greater relief for lower valued properties. It is calculated as 40% of a home's value if the home is valued under \$95,000. For properties over \$95,000, the exclusion is \$38,000 minus 9% of the value over \$95,000.			

Status of 2025 General Fund Budget

Base Budget Cost Increases

As discussed at the August Board Meeting, there are base cost increases that are needed to maintain the current level of service. The current budget plan provides funding for the following base budget increases:

Compensation Plan and Benefit Costs	\$1,925,192
Utility Increases	\$64,718
Contractual Increases	\$23,827
Equipment Internal Service Fund Contribution Increase	\$29,911
Contribution for Property and Liability Insurance	\$125,000
Credit Card Fees	\$10,000
Total 2025 Base Budget Cost Increases	\$2,178,648

Compensation plan and benefit costs represent the single largest category of the budget and base increases each year. It includes the salaries for all employees, plus benefits, including Medicare, social security, PERA and health, life, and dental insurance. The amount for 2025 includes a continuation of the inflationary plus merit increase program for non-union staff (with an increase in the inflationary increase from 1.5% to 2%) that has been part of the District's compensation plan for a number of years as well as union wage increases included in the existing Maintenance and Police Sargent contracts and estimated for the Park Police union contract.

Non-staffing base budget increases, which total \$253,456, include utility rate increases, contractual increases, increased wages for the mechanics that maintain the Park District's equipment, property and liability insurance cost increases and credit card increases. These are costs over which the Park District has little or no control and will incur simply by continuing operations.

Discretionary Budget Increases

In addition to the base budget increases above there are other budget needs including staffing and operational costs for Mississippi Gateway Regional Park, staffing increases due to ever increasing park visitor use as well as non-staff increases due to rising costs and expanding park use. These increases always exceed the funding available and 2025 is no exception. Each year the Superintendent and his budget team review the requests and determine which requests are most important and worth recommending to the Board as part of the budget.

The Superintendent has been leading these budget discussions for the past month, which have resulted in some preliminary decisions on the most important items to be funded in the budget. However, there are still several items that need further analysis. Despite this, the Superintendent and budget team are confident that the preliminary levy being requested will be sufficient to fund the 2025 budget.

Funding for Budget Increases

The Superintendent and the budget team have identified \$2,414,987 in revenue increases to apply to the 2025 budget. The following is a summary of these potential revenue increases:

- Property Tax Increase (\$1,960,000) – A 3.79% increase in the total tax levy will generate \$1,960,000 for the operating budget.
- State Funding Received through Met Council (\$20,000) – A minor increase in Operations and Maintenance funding from Met Council.
- Park Use Revenue Estimate Increases (\$319,782) – A variety of increases in revenue estimates are proposed based on annual revenues from past years that have exceeded the existing budget amount. The largest increases are in public programming, group programming and overnight camping.
- Park Use Revenue Fee Increases – (\$115,205) – Increases in rental fees for the featured venues (Silverwood, Elm Creek Chalet, and Gale Woods) plus a general 1% increase in a variety of fees are being proposed.

The total of the above funding sources is \$2,414,987, resulting in a potential General Fund Budget of \$53,256,649. More detailed information and a draft budget will be presented at the October Board Meeting.

THREE RIVERS PARK DISTRICT

RESOLUTION NO. 24-10

CERTIFYING THE PROPOSED PROPERTY TAX LEVY AND ADOPTING A PRELIMINARY GENERAL FUND OPERATING BUDGET FOR 2025

WHEREAS, the Minnesota Truth-in-Taxation Law requires the Park District to establish a proposed property tax levy and preliminary general fund budget for taxes payable in 2025; and

WHEREAS, the Three Rivers Park District Board of Commissioners has discussed the preliminary proposed property tax levy for 2025 and its impact on operations; and

WHEREAS, Three Rivers Park District has issued bonded debt that requires taxes be collected in 2025 to pay the principal and interest due; and

WHEREAS, Three Rivers Park District intends to sell general obligation bonds in November of 2024 that will include a property tax levy for collection beginning in 2025 to pay the principal and interest due on these bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park District Commissioners of the Three Rivers Park District that the following amounts be certified as the proposed 2025 property tax levy:

General Fund	\$ 43,247,845
Debt Service	<u>\$ 8,033,698</u>
Total Tax Levy	<u>\$ 51,281,543</u>

BE IT FURTHER RESOLVED that the preliminary 2025 General Fund Budget of \$53,256,649 is hereby submitted.

BE IT STILL FURTHER RESOLVED that the scheduled levy of \$395,062.50 for the 2015A bonds is cancelled since Hyland Hills Ski Area has adequate funds on hand to make the required 2025 debt payments.

Adopted this nineteenth day of September 2024.

REGULAR BOARD MEETING

Meeting Date: 09/19/24

Business Item: ANNOUNCEMENTS

Item Number: **6A**

Division: Superintendent's Office

Originating Source: Boe Carlson, Superintendent

Agenda Item: Commissioner Announcements/Proposed Future Discussion Topics

Superintendent's Recommendation:

NO ACTION REQUIRED; THIS ITEM IS FOR INFORMATION AND DISCUSSION.

Background:

Commissioners are encouraged to share announcements and discuss ideas for future topics of interest.

Attachments:

[Board Proposed Discussion Topics.pdf](#)

Board Proposed Discussion Topics

Topic	Introduction/ Proposed Disc. Date	Date Discussed
Park District properties and operations outside of Suburban Hennepin County (inventory, activities, assets, and interrelationships)	05/04/23	10/19/23
Park District Ordinance Revisions / Updates	05/04/23 06/01/23	10/19/23
Use of E-bikes and Throttle bikes in the Parks	06/01/23	
Anticipated impacts on the legalization of marijuana	06/01/23	07/20/23 10/19/23
Public Safety Quarterly Incident Report (Reports submitted: 08/17/23, 10/19/23, 02/15/24, 04/18/24, 08/15/24)	06/01/23	08/17/23 10/19/23
Sponsorship, Donations, and Partnership overview and opportunities	06/01/23	08/17/23
Information for Commissioners Attending Public Meetings	08/03/23	
Policy/Budget Discussion Regarding Other Capital Funding Sources	08/17/23	10/19/23
Explorer Camps vs. Summer Camps - How are they different? - Who attends these camps? - Where are they held (park names)? - Why are they held in some parks but not others? - Are there partnerships with other organizations who host camps? - Are there differences in registration/signup? - Is there priority registration for suburban Hennepin County residents?	10/05/23	
Priorities of Park District land acquisition and consideration of land tributes for previous inhabitants	10/05/23	
Review 2040 System Plan	10/05/23	
Consider Options for Silverwood Park (staff to present options to Board prior to the end of first quarter 2024)	10/19/23 03/21/24	11/09/23 03/21/24
Overall Review of the Three Rivers Park System including a broad discussion of the following parks outside Suburban Hennepin County: The Landing, Carver Park Reserve, and Beebe Lake County Park	10/19/23	
Community Outreach/DEI Initiatives Recap/Update	02/15/24	
Impacts of Climate Change on Future Snowmaking Operations - Financial, environmental, weather, and sustainability considerations - Snowmaking products, innovations and technology - Manufacturing snow in additional park locations - Value to Nordic skiing industry - Groundwater depletion and usage relative to Minnesota, sources, regulatory bodies, and policies	03/21/24 06/20/24	
In-depth discussion of Park District's Budgeting Process and Timeline	06/20/24 07/18/24	