

AGENDA

EDEN PRAIRIE CITY COUNCIL MEETING

TUESDAY, MARCH 31, 2015

**7:00 PM, CITY CENTER
Council Chamber
8080 Mitchell Road**

CITY COUNCIL: Mayor Nancy Tyra-Lukens, Council Members Brad Aho, Sherry Butcher Wickstrom, Kathy Nelson, and Ron Case

CITY STAFF: City Manager Rick Getschow, Public Works Director Robert Ellis, City Planner Julie Klima, Community Development Director Janet Jeremiah, Parks and Recreation Director Jay Lotthammer, City Attorney Ric Rosow and Council Recorder Jan Curielli

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. COUNCIL FORUM INVITATION**
- IV. PROCLAMATIONS / PRESENTATIONS**
 - A. RECOGNITION OF TERRY PICHA FOR MINNESOTA COMMUNITY FORESTRY OUTSTANDING VOLUNTEER SERVICE AWARD**
 - B. DONATION OF TRAILER FOR EDEN PRAIRIE PLAYERS AND EDEN PRAIRIE COMMUNITY BAND (Resolution)**
 - C. DONATION OF PICKLEBALL NETS (Resolution)**
 - D. ARBOR DAY PROCLAMATION**
 - E. EDEN PRAIRIE GIVES WEEK PROCLAMATION**
 - F. MINNESOTA SAFE DIGGING MONTH PROCLAMATION**
 - G. COMMUNITY SURVEY RESULTS**
- V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS**
- VI. MINUTES**
 - A. COUNCIL WORKSHOP HELD TUESDAY, MARCH 3, 2015**
 - B. CITY COUNCIL MEETING HELD TUESDAY, MARCH 3, 2015**
- VII. REPORTS OF ADVISORY BOARDS & COMMISSIONS**
- VIII. CONSENT CALENDAR**
 - A. CLERK'S LICENSE LIST**

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- B. **O'REILLY AUTO PARTS STORE** by C.M. Architecture, P.A. Second reading of the Ordinance for Planned Unit Development Review with waivers on .83 acres and Zoning District Review in the C-Com Zoning District on .83 acres. Location: 8868 Aztec Drive. **(Ordinance for PUD District Review with waivers and Zoning District Amendment; Resolution for Site Plan Review)**
- C. **APPROVE PURCHASE OF NG-911 PHONE DISPATCH SYSTEM FROM INDEPENDENT EMERGENCY SERVICES LLC**
- D. **AWARD THE CONTRACT FOR RECONFIGURATION OF ELECTRICAL SWITCHGEAR AND CONNECTION OF STANDBY GENERATOR FOR THE CITY CENTER BUILDING TO PRAIRIE ELECTRIC**
- E. **APPROVE CONTRACT WITH REPUBLIC SERVICES FOR ANNUAL CITY DROP OFF DAY**
- F. **ADOPT RESOLUTION AWARDED CONTRACT FOR PIONEER TRAIL LANDSCAPE PROJECT TO AUTUMN RIDGE LANDSCAPING**
- G. **APPROVE PURCHASE OF NEW SIGN MAINTENANCE SERVICE TRUCK**
- H. **APPROVE GRANT AGREEMENT WITH METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES FOR MONITORING AND MAINTENANCE OF RILEY CREEK WATER QUALITY MONITORING STATION**
- I. **APPROVE CONTRACT FOR PURCHASE AND INSTALLATION OF CAT 6 CABLE FOR CARD ACCESS AND IP CAMERA FOR THE COMMUNITY CENTER AQUATICS UPGRADE PROJECT**
- J. **APPROVE AGREEMENT OF WAIVER AND CONSENT TO EXERCISE A FIRST OPTION TERM FOR LEASE WITH LIGHTHOUSE DAYCARE FOR CITY OWNED PROPERTY LOCATED AT 8098 GLEN LANE**
- IX. **PUBLIC HEARINGS / MEETINGS**
 - A. **WAGNER PROPERTY** by Pemtom Land Company. Request for Planned Unit Development Concept Review on 6.5 acres; Planned Unit Development District Review with waivers on 6.5 acres; Zoning District Change from R1-22 to R1-13.5 on 6.5 acres and Preliminary Plat of 6.5 acres into 12 lots and road right of way on 6.5 acres. Location: 10841 & 10861 Blossom Road. **(Resolution for PUD Concept Review, Ordinance for PUD District Review with waivers and Zoning District Change from Rural to R1-13.5; Resolution for Preliminary Plat)**
 - B. **FIRST READING OF AN ORDINANCE AMENDING CITY CODE SECTION 9.60 RELATING TO THE USE OF LAKE WATERS (NO WAKE)**
 - C. **RESOLUTION APPROVING SPECIAL ASSESSMENT FOR NUISANCE ABATEMENT ACTION FOR 19184 KRISTIE LANE**

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- D. RESOLUTION APPROVING MODIFIED TAX INCREMENT FINANCING PLAN, DISTRICT NO. 16 AND AMENDMENT NO. 4 TO PROJECT MANAGEMENT AGREEMENT**
- X. PAYMENT OF CLAIMS**
- XI. ORDINANCES AND RESOLUTIONS**
- XII. PETITIONS, REQUESTS AND COMMUNICATIONS**
- XIII. APPOINTMENTS**
- XIV. REPORTS**
 - A. REPORTS OF COUNCIL MEMBERS**
 - 1. Mayor's Challenge for Water Conservation (Resolution)**
 - B. REPORT OF CITY MANAGER**
 - C. REPORT OF THE COMMUNITY DEVELOPMENT DIRECTOR**
 - D. REPORT OF PARKS AND RECREATION DIRECTOR**
 - E. REPORT OF PUBLIC WORKS DIRECTOR**
 - F. REPORT OF POLICE CHIEF**
 - G. REPORT OF FIRE CHIEF**
 - H. REPORT OF CITY ATTORNEY**
- XV. OTHER BUSINESS**
- XVI. CLOSED SESSION FOR CITY MANAGER'S PERFORMANCE REVIEW**
- XVII. ADJOURNMENT**

CITY COUNCIL AGENDA		DATE:
SECTION: Proclamations and Presentations		March 31, 2015
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.: IV.A.
Stuart Fox, Parks and Natural Resources Manager	Recognize Terry Picha for being awarded the 2015 Minnesota Community Forestry Outstanding Volunteer Service Award	

Synopsis

The Minnesota Society of Arboriculture is a leader in community forestry within our state. Their purpose is to advance the education, science, technology and practice of arboriculture and community forestry, through awareness, appreciation and benefits to our residential tree communities. Jeff Cordes and Stuart Fox are long term members of this professional organization.

Each year awards are given out to recognize the special efforts of cities, industry and individuals for their commitment to promoting trees and arboriculture within our state. This year Eden Prairie resident, Terry Picha, was nominated by Jeff Cordes for his volunteer efforts related to tree planting and care within Birch Island Woods Conservation Area. Here are a few highlights from that nomination form:

- As a member of the volunteer group “Friends of Birch Island Woods” (FBIW), Terry has helped with the planning and planting of three restoration planting projects since 2010. He has coordinated this work with city staff and even used his own equipment to prepare the designated sites for planting. He and his family were always on hand to assist with planting the new trees.
- Terry helped organize the neighbors to make sure that the new plantings were watered throughout each spring/summer/fall. When drought and deer damage caused a few trees to die, Terry and his son removed the dead trees, bought replacement trees and planted them.
- Terry, his son and a few members of the Friends of Birch Island Woods (FBIW) also installed protective fencing to prevent additional tree and shrub damage for the three planting projects within the conservation area.

For recognition of his volunteer efforts and dedication to planting and caring for native trees at the Birch Island Woods Conservation Area, Terry was awarded the 2015 Outstanding Volunteer Service Award on March 17th by the Minnesota Society of Arboriculture at its annual awards banquet.

CITY COUNCIL AGENDA		DATE:
SECTION: Proclamations and Presentation		March 31, 2015
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.: IV.B.
Jay Lotthammer, Director, Parks and Recreation	Eden Prairie Community Band and Eden Prairie Players Donation from Eden Prairie Lions Club for Purchase of a Trailer	

Requested Action

Move to: Adopt the Resolution accepting the donation in the amount of \$2,000 from the Eden Prairie Lions Club for the purchase of a 6x12 trailer to support the Eden Prairie Community Band and the Eden Prairie Players theater programs.

Synopsis

The Eden Prairie Community Band is an adult concert band consisting of over 60 volunteer musicians. They play about 10-12 concerts each year all around the metro area. This trailer will be used to stored and transport their equipment during the busy summer concert season.

The Eden Prairie Players produce 4 shows a year. A summer musical, a winter play, a children’s theater workshop and a collection of one act plays. The season is publicized with an annual season brochure. The trailer will be use during set build for the summer musical and the winter play.

Background

The Eden Prairie Community Band was founded with 23 players in 1973 by Mr. Emmet (Em) Stark. The purpose of the Eden Prairie Community Band is to entertain the people of Eden Prairie and surrounding communities, while fostering and promoting the community band experience by providing a means for adult musicians to play for their mutual enjoyment and musical growth.

The Eden Prairie Players, a program of the Parks and Recreation Department, have been producing theater in Eden Prairie since 1992. The mission is to enhance the quality of life for the community of Eden Prairie through:

- Inspiring and nurturing theater opportunities for artists and volunteers, and;
- Entertaining and challenging theater experiences for audiences.

Attachment

Resolution

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015-

RESOLUTION RELATING TO ACCEPTANCE OF GIFTS

BE IT RESOLVED BY THE EDEN PRAIRIE CITY COUNCIL THAT:

The gift to the City in the amount of \$2,000 to be used for the Eden Prairie Community Band and the Eden Prairie Players Community Theater Program at the city of Eden Prairie from the Eden Prairie Lions Club is hereby recognized and accepted by the Eden Prairie City Council.

ADOPTED by the City Council of the City of Eden Prairie this 31st day of March, 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

Kathleen Porta, City Clerk

CITY COUNCIL AGENDA		DATE:
SECTION: Proclamations and Presentation		March 31, 2015
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.: IV.C.
Jay Lotthammer, Director, Parks and Recreation	Donation of Pickleball Nets	

Requested Action

Move to: Adopt the Resolution accepting the donation of six pickleball nets from Eden Prairie resident, Jerry Maas, at an approximate value of \$240.00 to be used at Pioneer Park Tennis/Pickleball Courts.

Synopsis

The tennis/ pickleball courts located at Pioneer Park are used daily in the spring, summer and fall. Pickleball nets are set up and taken down for a specific designated time. The nets that were at this location were showing signs of wear and the Southwest Pickleball group asked that they be replaced. Jerry Maas took it upon himself to purchase and donate the six nets.

Background

About five years ago, the tennis court at Pioneer Park received additional lines to provide pickleball play. The nets were the original nets purchased by the Park and Recreation Department at that time.

Attachment

Resolution

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015-

RESOLUTION RELATING TO ACCEPTANCE OF GIFTS

BE IT RESOLVED BY THE EDEN PRAIRIE CITY COUNCIL THAT:

The gift to the City of six pickleball nets at an approximate value of \$240.00 from Jerry Maas is hereby recognized and accepted by the Eden Prairie City Council. The nets will be placed at Pioneer Park Tennis/Pickleball Courts

ADOPTED by the City Council of the City of Eden Prairie this 31st day of March, 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

Kathleen Porta, City Clerk

PROCLAMATION

ARBOR DAY – MAY 2, 2015

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for homes, fuel for our fires and countless other wood products; and

WHEREAS, trees, whenever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Eden Prairie has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways.

NOW, THEREFORE, I, Nancy Tyra-Lukens, Mayor of the City of Eden Prairie, Minnesota, do hereby proclaim May 2, 2015, as Arbor Day in the City of Eden Prairie, and urge all citizens to support efforts to protect our trees and woodlands and to support our city's urban forestry program; and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

ADOPTED by the Eden Prairie City Council on March 31, 2015.

Nancy Tyra-Lukens, Mayor

CITY OF EDEN PRAIRIE PROCLAMATION

“EP GIVES WEEK” – APRIL 19-25, 2015

WHEREAS, throughout Eden Prairie’s history, residents and businesses have banded together, pooled resources, raised funds, and encouraged giving to support a number of important causes invaluable to the community’s well-being; and

WHEREAS, these efforts have left an indelible impact on the quality of life in Eden Prairie, resulting in the creation of non-profits, service clubs, and other organizations that on a daily basis uplift the community in charity and philanthropy; and

WHEREAS, the enduring work and legacy of these organizations, their members, and their employees have touched many thousands – and even multiple generations – of Eden Prairie citizens; and

WHEREAS, these philanthropic and charitable-giving efforts have demonstrated the power that “giving back to the community” has in creating positive change, improving lives, adding amenities, and supplementing all that is provided by our city and school institutions; and

WHEREAS, this effort to care for, nourish, develop, and enhance Eden Prairie’s quality of life teaches its children about philanthropy and the value of neighbor helping neighbor; and

WHEREAS, we can be grateful to the philanthropic individuals and organizations who have contributed so much to our social needs, our cultural life, the improvement of Eden Prairie, and the spirit of community.

NOW, THEREFORE, BE IT RESOLVED that April 19-25, 2015 be proclaimed “EP Gives Week” in Eden Prairie in recognition of and gratitude for the work of non-profits, service clubs, other community-minded organizations, and individuals whose spirit of philanthropy, charitable giving, and volunteerism make Eden Prairie a great place to live, work, and play.

Nancy Tyra-Lukens, Mayor

PROCLAMATION

SAFE DIGGING MONTH IN MINNESOTA

WHEREAS, each year, Minnesota's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment and personal injury and even death are the potential results; and

WHEREAS, Gopher State One Call promotes 811, the national Call-Before-You-Dig number, which provides professional excavators and homeowners a simple number to reach Gopher State One Call to request utility line locations at the intended dig site; and

WHEREAS, through education of safe digging practices, professional excavators and homeowners can save time and money keeping Minnesota safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, Gopher State One Call serves the citizens of Minnesota at no cost to taxpayers spreads the message that safe digging is a shared responsibility and "To know what's below; Call 811 before you dig".

NOW, THEREFORE, the Eden Prairie City Council, does hereby proclaim the month of April, 2015 as:

SAFE DIGGING MONTH IN MINNESOTA

FURTHER, we encourage excavators and homeowners throughout Minnesota to always call 811 before digging. Safe digging is no accident.

ADOPTED by the Eden Prairie City Council on March 31, 2015.

Nancy Tyra-Lukens, Mayor

CITY COUNCIL WORKSHOP & OPEN PODIUM

TUESDAY, MARCH 3, 2015

CITY CENTER

5:00 – 6:25 PM, HERITAGE ROOMS

6:30 – 7:00 PM, COUNCIL CHAMBER

CITY COUNCIL: Mayor Nancy Tyra-Lukens, Council Members Brad Aho, Sherry Butcher Wickstrom, Kathy Nelson, and Ron Case

CITY STAFF: City Manager Rick Getschow, Police Chief Rob Reynolds, Fire Chief George Esbensen, Public Works Director Robert Ellis, Community Development Director Janet Jeremiah, Parks and Recreation Director Jay Lotthammer, Communications Manager Joyce Lorenz, City Attorney Ric Rosow, and Recorder Lorene McWaters

Workshop - Heritage Room II

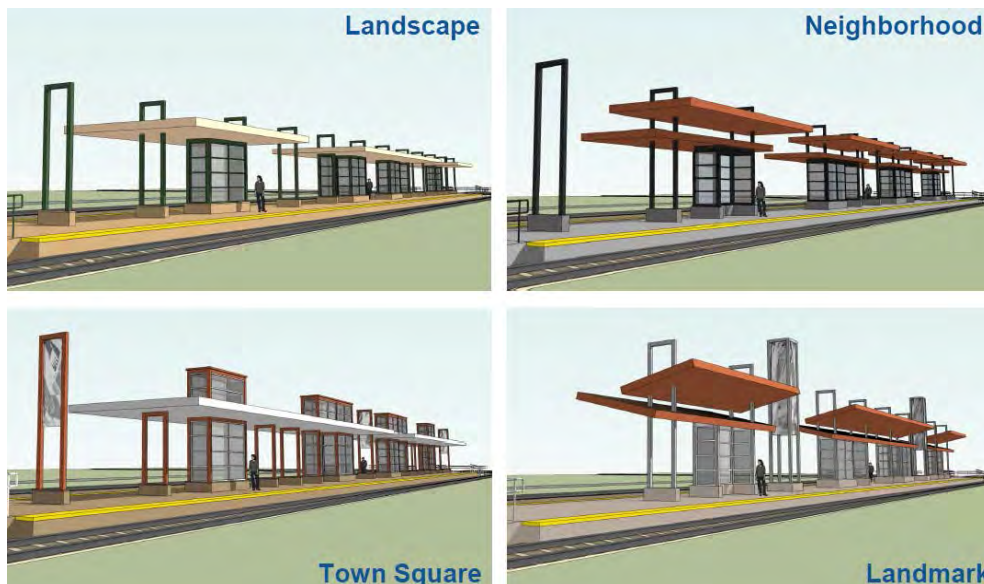
I. SWLRT STATION DESIGN AND PUBLIC ART

Station Design

Southwest LRT Project Office objectives for station design include:

- Ensuring architectural consistency with the Green Line
- Controlling construction and maintenance costs
- Acknowledging design preferences of communities on the line
- Identifying the appropriate station type for each location based on public input and site characteristics

Four station types are proposed: Landscape, Neighborhood, Town Square and Landmark. The project office considers the landscape design to be the most understated and the landmark design to be the boldest.



Each station floor plan includes the following elements:

- Benches
- Communication/electrical cabinet
- Ticket vending machines
- Information kiosk
- Leaning rail
- Stored value validator
- Trash and recycling receptacles
- Message sign
- Security camera

Integrated Public Art

The project office is incorporating public art concepts into the ongoing station design process. The integrated public art will enhance the unique identity of each station, aid in wayfinding, promote transit use and community pride, and reflect community values and history.

Station elements that can be modified as part of the design are the canopies, platforms, structure infills and railings. Materials and colors can also vary.

The Metropolitan Council has issued an RFP for station artists and is assisting in the selection of the artist for each station. Recreation Supervisor Lindsey Danhauser said one artist has been chosen for Eden Prairie so far. Jeremiah said there will likely be at least two artists for Eden Prairie stations since each is currently working on a maximum of two stations. An Eden Prairie Art Committee, consisting of 6 to 8 community members with art expertise, is being formed. Staff has compiled a list of area residents who will be invited to join the committee. The committee will be involved in providing feedback on the station plans, design elements, materials, colors and public art. Jeremiah said Eden Prairie is also applying for an NEA grant that would provide funds for integrating art into the station areas and immediate vicinity.

HKGi and Oslund Associates have been chosen to coordinate with the project office on the station design process. The design process for Eden Prairie's five stations will include City Council input, a design charette (tentatively scheduled for March 24), stakeholder feedback, and an ongoing public process.

Jeremiah said staff sees three types of designs for Eden Prairie's five stations: a Corporate Office design for Mitchell and City West stations, a Town Center design for Southwest Station and Town Center stations, and an Industrial Tech for the Golden Triangle station. Jeremiah showed examples of elements that could be included in the designs.

Discussion

Mayor Tyra-Lukens asked if the four station designs fit with the three types of stations staff envisions for Eden Prairie. Jeremiah said she thinks the three station types would work with any of the proposed designs.

Tyra-Lukens asked if the project office sees the two Corporate Office stations as landmark stations. Jeremiah said that is still being talked through. Tyra-Lukens said she does not want to lose site of the fact that the City West Station area includes residents that may want to walk or bike to the station. She would like to see benches and bike racks at this station.

Council Member Aho asked if there is a cost differential for the four different station designs. A representative of the project office said they are cost neutral.

Tyra-Lukens asked if inclusion of the Eden Prairie logo or the entry monument designs into the station designs has been considered. Jeremiah said the process of identifying the overall characteristics that will be incorporated has just begun. Tyra-Lukens said the entry monument designs are well thought out, and it would make sense to incorporate them into the station designs.

Case said he would like to see the same basic design used for each of Eden Prairie's stations, with unique elements being incorporated into each station design or perhaps an Eden Prairie brand used for all five of the stations.

Aho said it is important that each station to fit into the area in which it is located. Case noted that all of the station areas have a mix of uses. Case said he does not favor one station design over another, but feels it is more important to make the stations uniquely Eden Prairie and to incorporate our community's history in the design.

Tyra-Lukens asked if freestanding art is a possibility, and whether or not bike racks can be art. Parks and Recreation Director Jay Lotthammer said it is his understanding that both can be added into the mix at this point.

Project Updates

Public Works Director Robert Ellis said the Southwest LRT project is currently up against seven other projects of varying sizes throughout the U.S. A new application is being prepared by the project office, and they have received word that the project is currently classified as medium to medium-high priority. Ellis said the project office hopes to start construction in 2016, and they would like to have 50 percent of the project's funding could be in place by that time.

Open Podium

II. OPEN PODIUM

A. POINT OF SALE ORDINANCE

1. PAT FUCILE

Fucile said she lives on Homestead Circle. She said she has many issues with the proposed Point of Sale Ordinance. She asked if the ordinance is supposed to keep values from declining. She asked what will happen to people who are unable to afford to fix items identified during an inspection. She said many buyers pay to have private inspections. She said there is also no guarantee of the quality of City-mandated inspections, and they may result in a decrease in home sales.

2. SHEILA KIHNE

Kihne said she read an article that said the City's goal was not to infringe on buyers or sellers but to maintain community standards of "our" buildings. She went on to say, "My house is not your house." She said she was shocked the ordinance would come to this. She said she was informed the City would be shelving the proposed ordinance tonight. She asked that the City Council take a vote, because voters want to know where they stand on this. She said it is not partisan. No one wants it.

B. LRT

1. DONNA AZARIAN

Azarian said she is a 22-year resident of Eden Prairie. She asked why the City is supporting the "unattractive light rail project." She said the project is part of the Kyoto Protocol plan, which incidentally was never ratified by the U.S. Congress. She noted that Mayor Tyra-Lukens signed on as a "cool mayor" who was in favor of the Kyoto Protocol. Azarian said if the Point of Sale Ordinance is passed it will open the door for the City to require homeowners to conform to the energy efficiency mandates called for in the Kyoto Protocol, which is based on unsound science.

C. RED ROCK AND MITCHELL LAKES AQUATIC VEGETATION MANAGEMENT STUDY

1. BILL SATTERNESS

Satterness said he is a member of the Friends of Red Rock Lake. He noted that no one from the group was present at the City Council Workshop to comment on the report on aquatic vegetation management. He said the report is a great baseline, but he is concerned that there may be

inaccuracies and omissions. He said he has not seen the City's plan in writing yet, but he understands it calls for harvesting a 10-acre area twice a year. He said Friends of Red Rock Lake wants harvesting at different areas of the lake, and he believes the DNR allows that. They also want navigation channels to be maintained. He said Friends of Red Rock Lake is preparing a position statement that will be forwarded to the City Council.

III. ADJOURNMENT

UNAPPROVED MINUTES

EDEN PRAIRIE CITY COUNCIL MEETING

TUESDAY, MARCH 3, 2015

**7:00 PM, CITY CENTER
Council Chamber
8080 Mitchell Road**

CITY COUNCIL:

Mayor Nancy Tyra-Lukens, Council Members Brad Aho, Sherry Butcher Wickstrom, Ron Case, and Kathy Nelson

CITY STAFF:

City Manager Rick Getschow, Public Works Director Robert Ellis, Community Development Director Janet Jeremiah, Parks and Recreation Director Jay Lotthammer, City Attorney Ric Rosow, and Council Recorder Jan Curielli

I. CALL THE MEETING TO ORDER

Mayor Tyra-Lukens called the meeting to order at 7:00 PM. Council Members Butcher Wickstrom and Nelson were absent.

II. PLEDGE OF ALLEGIANCE

III. OPEN PODIUM INVITATION

IV. PROCLAMATIONS / PRESENTATIONS

A. DONATION FROM EDEN PRAIRIE SMILES (Resolution 2015-31)

Lotthammer thanked Eden Prairie Smiles for their donation of \$5,000 for Park and Recreation special events. He noted their donation will be recognized as a platinum sponsor at several events during the coming year.

MOTION: Aho moved, seconded by Case, to adopt Resolution 2015-31 accepting the donation from Eden Prairie Smiles for \$5,000 for Parks and Recreation special events. **Motion carried 3-0.**

V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS

Aho added **Item XIV.A. 1.** Case added **Item XI V.A.2.**

Getschow said **Item IX.A.** will be postponed to allow time for the proponent to work out details of their project. That item should not be included in tonight's agenda.

MOTION: Aho moved, seconded by Case, to approve the agenda as amended. **Motion carried 3-0.**

VI. MINUTES

A. COUNCIL WORKSHOP HELD TUESDAY, FEBRUARY 17, 2015

MOTION: Aho moved, seconded by Case, to approve the minutes of the Council workshop held Tuesday, February 17, 2015, as published. **Motion carried 3-0.**

B. CITY COUNCIL MEETING HELD TUESDAY, FEBRUARY 17, 2015

MOTION: Case moved, seconded by Aho, to approve the minutes of the City Council meeting held Tuesday, February 17, 2015, as published. **Motion carried 3-0.**

VII. REPORTS OF ADVISORY BOARDS & COMMISSIONS

VIII. CONSENT CALENDAR

A. CLERK'S LICENSE LIST

B. AMEND PUD AND DEVELOPMENT AGREEMENT FOR THE APARTMENTS AT CITY WEST by City of Eden Prairie. Second reading of Ordinance 2-2015-PUD-1-2015 for Planned Unit Development Amendment with waivers on 13.5 acres and Zoning District Amendment on 13.5 Location: 6418, 6425 and 6434 City West Parkway. (**Ordinance No. 2-2015-PUD-1-2015 for PUD District Amendment with waivers and Zoning District Amendment in the RM-2.5 Zoning District**)

C. AWARD CONTRACT FOR RELOCATION AND CONSTRUCTION OF NEW GARDEN ROOM ENTRANCE ON MAIN FLOOR OF THE CITY CENTER BUILDING TO GARDNER BUILDERS

D. AWARD CONTRACT FOR 2015 STREET SWEEPING TO RELIAKOR SERVICES, INC.

E. APPROVE A CONTRACT WITH ELECTRICAL INSTALLATION AND MAINTENANCE COMPANY TO UPGRADE ELECTRICAL EQUIPMENT IN WELLS NO. 11 AND NO. 13

F. APPROVE CHANGE ORDER NO. 2 FOR SHADY OAK ROAD NORTH

G. ADOPT RESOLUTION NO. 2015-32 APPROVING PARTICIPATION OF HENNEPIN COUNTY HOUSING AUTHORITY IN EDEN PRAIRIE AFFORDABLE HOUSING PROJECTS (7004 SPRING HILL CIRCLE)

H. APPROVE COOPERATIVE AGREEMENT WITH HENNEPIN COUNTY HOUSING AND REDEVELOPMENT AUTHORITY TO FURTHER THE GOALS OF THE SOUTHWEST CORRIDOR INVESTMENT FRAMEWORK

MOTION: Aho moved, seconded by Case, to approve Items A-H of the Consent Calendar. **Motion carried 3-0.**

IX. PUBLIC HEARINGS / MEETINGS

- A. HIGH POINT AT RILEY CREEK 2ND** by DR Horton. Request for Zoning District Change from Rural to R1-13.5 on 5.35 acres and Preliminary Plat into 10 lots, 3 out lots and road right of way on 5.35 acres. Location: 16540 Beverly Drive. **(Ordinance for Zoning District Change from Rural to R1-13.5; Resolution for Preliminary Plat)**

(Item removed from agenda)

- B. 2015 CDBG FUNDING RECOMMENDATIONS (Resolution No. 2015-33)**

Getschow said this item is an annual event to make recommendations and hold a public hearing about Community Development Block Grant (CDBG) funding allocations. The City's allocation for 2015 is \$227,139, and seven programs are recommended to receive funding.

Tyra-Lukens noted the CDBG program was initiated with bipartisan support to provide funding from the Federal government for anti-poverty and housing programs. The program gives the City the decision as to how to use the money.

Deb Taylor, representing Household & Outside Maintenance for the Elderly (HOME), reviewed the HOME program that is designed to help residents remain in their homes. She thanked the Council for the funding.

Tyra-Lukens asked how they promote their services to the community. Ms Taylor said they have redesigned their logo, there are articles in newsletters, and they market to the community through churches and senior events.

Case asked if links to organizations funded by CDBG funds are put on our website. Getschow said the City does devote space on our website for some of the social agencies we provide funding for.

Janet Palmer, Executive Director of PROP, assured the Council Members that PROP is in great shape. She thanked the Council for the CDBG funding and noted last year they were able to help 25 families avoid homelessness with this funding.

A representative of the YMCA reviewed their before and after school programs. They also provide an option for full day programs when school is not in session and during the summer months. There currently are 771 participants in the program, including 269 students at their new locations at Oak Point and Eagle Heights.

Christine Hart, representing CAPSH, reviewed their program and requested continued funding to support the vehicle repair program. She noted the vehicle repair program was used by 21 Eden Prairie households last year.

Tyra-Lukens asked how long the funding lasts. Ms Hart said they go through the funding very quickly. Tyra-Lukens noted the partnership with some local auto repair places is great.

MOTION: Case moved, seconded by Aho, to close the public hearing and to adopt Resolution 2015-33 approving the use of 2015 CDBG funds as recommended by the Eden Prairie Human Services Committee. **Motion carried 3-0.**

X. PAYMENT OF CLAIMS

MOTION: Case moved, seconded by Aho, to approve the payment of claims as submitted. **Motion was approved on a roll call vote, with Aho, Case, and Tyra-Lukens voting “aye.”**

XI. ORDINANCES AND RESOLUTIONS

A. RESCIND FIRST READING OF POINT OF SALE ORDINANCE

Getschow said the City Council approved first reading of a Point of Sale inspection ordinance at the February 3 meeting. Staff is now asking that the Council rescind approval of the first reading of the ordinance. He said the goals and intent of the ordinance was to enhance the supply of safe housing, prevent the deterioration of our housing stock, and protect the welfare and safety of our residents. It became clear, however, that the program did not have the support of many community members nor that of the real estate community. The ordinance is probably not the best way to meet the goals at this time.

Fire Chief Esbensen said during the 1990's the City began a drive to maintain certain minimum standards of housing in the City, and the Point of Sale ordinance was to be the next step in that program. We received a lot of feedback since first reading of the ordinance was enacted. It is obvious this is not the right time nor is it the right vehicle. He said staff will continue to work with the real estate community to get input from them. We do want to have a goal of maintaining the housing stock, and there may be a creative way of doing that somewhere down the line.

Tyra-Lukens asked if we are rescinding both parts of the ordinance or one. Rosow said there is only one part of the ordinance. Comments made about two parts may have been referring to first and second reading of the ordinance; however, the Council has only passed first reading so only approval to rescind the first reading is necessary.

Getschow said there have been many occasions where the first reading of ordinances occurs but they do not come back for second reading or are delayed for some time. We could have chosen to simply not have the item come back for second reading, but we decided to bring it back and rescind it.

MOTION: Aho moved, seconded by Case, to rescind the approval of the first reading of an ordinance amending City Code Chapter 9 by adding Section 9.17 relating to Point of Sale inspections. **Motion carried 3-0.**

Case said he has read many emails over the last couple of weeks that expressed a lot of heartfelt feelings and gave some good perspectives. The intent of the City Council and staff from the first day was to look at how we can protect the quality of this community and how to do our best for Eden Prairie and individual homeowners. Our housing stock is beginning to be of an age where we will worry about it. We know there are a few areas that are in need of maintenance and that might begin to bring down the whole neighborhood. We were trying to be proactive and do something to enhance and protect the quality of our housing stock; however, it appears this isn't the right time nor is this the right way. He noted we will have to do something over the next 10-15 years, so we will need to continue the conversation.

XIII. APPOINTMENTS

A. COMMISSIONS

Getschow noted the Council conducted interviews for the open positions on the commission last week. He noted there were more applicants than positions this year.

MOTION: Aho moved to appoint to the Conservation Commission Amanda Anderson, Leanne Ashley and Gena Gerard with terms ending March 31, 2018; Tyra-Lukens moved to appoint to the Flying Cloud Airport Advisory Commission Bob Barker, Kurt Schendel and Joseph Sutilla with terms ending March 31, 2018, and Victoria Price with a term ending March 31, 2016; Case moved to appoint to the Heritage Preservation Commission Tara Kalar, Steven Olson and Paul Thorp with terms ending March 31, 2018; Aho moved to appoint to the Human Rights and Diversity Commission Sandra Filardo and Gregory Leeper with terms ending March 31, 2018; Tyra-Lukens moved to appoint to the Planning Commission Ed Farr and Travis Wuttke with terms ending March 31, 2018. Motion seconded by Case. **Motion carried 3-0.**

B. BOARD OF APPEAL & EQUALIZATION

Getschow said the Board of Appeal & Equalization is a group made up of members who have real estate expertise in Eden Prairie. The Board hears issues and appeals regarding property valuations. There are State laws regarding their training and appointment. There are three other members of the Board in addition to tonight's two appointees.

Tyra-Lukens asked if the Board meets for about three months each year. Getschow replied they typically have two meetings each year.

MOTION: Aho moved, seconded by Case, to appoint to the Board of Appeal and Equalization Nate Thompson and Denise Kraemer for the period of March 1, 2015, through May 31, 2015, or until the Board of Appeal and Equalization completes its work. **Motion carried 3-0.**

C. BOARD & COMMISSION CHAIRS AND VICE CHAIRS

Getschow said every year the Council also appoints the Chair and Vice Chair of each Commission.

MOTION: Case moved to appoint Lyndon Moquist - Chair and Annette O'Connor - Vice Chair of the Board of Appeal & Equalization; Tyra-Lukens moved to appoint Greg Olson - Chair and Laura Jester- Vice Chair of the Conservation Commission; Aho moved to appoint Keith Tschohl - Chair and Caryl Hansen - Vice Chair of the Flying Cloud Airport Advisory Commission; Case moved to appoint Steven Olson - Chair and Ed Muehlberg - Vice Chair of the Heritage Preservation Commission; Tyra-Lukens moved to appoint Sandra Filardo - Chair and PG Narayanan - Vice Chair of the Human Rights and Diversity Commission; Aho moved to appoint Larry Link - Chair and Deborah McBride - Vice Chair of the Parks, Recreation and Natural Resources Commission; Case moved to appoint Jon Stoltz - Chair and John Kirk - Vice Chair of the Planning Commission. Motion seconded by Aho. **Motion carried 3-0.**

XIV. REPORTS

A. REPORTS OF COUNCIL MEMBERS

1. Multiple Myeloma Awareness Month - Council Member Aho

Council Member Aho said he was diagnosed last year with multiple myeloma. He provided some statistics about multiple myeloma, and said he wanted to make people aware that March is Multiple Myeloma Awareness month.

2. Concerns with the New Watershed District Rules - Council Member Case

Case said an issue came up this week that illustrates a concern he has had in the past with the new Riley-Purgatory-Bluff Creek Watershed District rules. The City Council gave support to the expansion of parking at the Green Acres Event Center. A total of 14 government agencies were involved in getting approval to move the NURP pond slightly in order to expand the parking. The Riley-Purgatory-Bluff Creek Watershed District has now placed a \$89,000 bond on the Green Acres property. He would like to hear from staff and the City Attorney about this situation. The owner of Green Acres did everything he could to get everyone on board, and then the

watershed district came in and imposed the bond. He did not believe the watershed rules would be binding at this point.

Rosow said in September he wrote an opinion memorandum as to whether the Riley-Purgatory-Bluff Creek Watershed District has authority to promulgate rules concerning use of water and land within the district. The conclusion was that a watershed district located wholly within the metropolitan area may directly regulate use of land and water within the watershed only under three criteria, one of which is that the local government does not have a properly approved and adopted water management plan. In this situation the other two criteria do not apply, and Eden Prairie has a properly approved and adopted local water management plan.

Rosow said in December the watershed district adopted new rules. After the watershed's plan is adopted, the City has a period of time to adopt our new plan. We are in the process of preparing that plan and will submit the new plan to the watershed district and to the Met Council for their review and approval. His opinion last year was, until our new plan is submitted and reviewed, the watershed district does not have authority to implement its rules in Eden Prairie. Until such time as we submit a plan and adopt the appropriate amendments to our local controls we will still have a plan that is approved. He said his opinion has not changed since last year. In terms of what is next, he thought we ought to communicate our position to the watershed district, and we should discuss strategy and procedure with Mr. Getschow as to how we go about doing that. He noted by law permit fees are not designed to be money-making ventures, rather fees are meant to reimburse costs.

Tyra-Lukens asked what happens if we reiterate our position and they hold firm on their interpretation. Rosow replied there are actions we could discuss doing if that came to be. As a city we have an interest in assuring that our rules are the ones that are in place. If another agency is not acting in conformance with our laws, there is recourse for that.

Case asked if it would be appropriate for the Council Members to reach out and let the business owner know what we are doing. He would like that overture to be made to clarify the situation. Aho said it is very important for us to assure our businesses that the City is in control over development in Eden Prairie and are following the laws.

Case commented all the City Council Members care about wetlands and water quality, but this is a small scale re-do that is being slapped at the last minute with a \$89,000 bonding requirement for what the City is already going to do.

Getschow said staff will be in contact with Green Acres and with the Riley-Purgatory-Bluff Creek Watershed District.

- B. REPORT OF CITY MANAGER**
- C. REPORT OF THE COMMUNITY DEVELOPMENT DIRECTOR**
- D. REPORT OF PARKS AND RECREATION DIRECTOR**
- E. REPORT OF PUBLIC WORKS DIRECTOR**
- F. REPORT OF POLICE CHIEF**
- G. REPORT OF FIRE CHIEF**
- H. REPORT OF CITY ATTORNEY**

XV. OTHER BUSINESS

XVI. ADJOURNMENT

MOTION: Case moved, seconded by Aho, to adjourn the meeting. **Motion carried 3-0.**
Mayor Tyra-Lukens adjourned the meeting at 7:52 PM.

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		March 31, 2015
DEPARTMENT/DIVISION: Christy Weigel, Police/ Support Unit	ITEM DESCRIPTION: Clerk's License Application List	ITEM NO.: VIII.A.

These licenses have been approved by the department heads responsible for the licensed activity.

Requested Action

Motion: Approve the licenses listed below

Private Kennel

Kyle Mjoen
19001 Pleasantview Road

Temporary Liquor

Organization: Eden Prairie Noon Rotary
Event: Rib Fest
Date: June 7, 2015
Place: Staring Lake Amphitheater
14800 Pioneer Trail

Raffle

Organization: Eden Prairie Noon Rotary
Place: Staring Lake Amphitheater
14800 Pioneer Trail
Date: June 7, 2015

2015 Renewal Licenses

Organization: Eden Prairie Ducks Unlimited
Place: Bearpath Golf & Country Club
18100 Bearpath Trail
Date: April 17, 2015

Private Kennel

Debra Wegler

Organization: North Star Women's
Firefighter Association
Place: Purgatory Creek Park
13001 Technology Drive
Date: June 6, 2015

Organization: North Star Women's
Firefighter Association
Place: Bearpath Golf & Country Club
18100 Bearpath Trail
Date: June 29, 2015

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Agenda		March 31, 2015
DEPARTMENT/DIVISION: Community Development/Planning Janet Jeremiah/Regina Rojas	ITEM DESCRIPTION: O'Reilly Auto Parts Store	ITEM NO.: VIII.B.

Requested Action

Move to:

- Approve 2nd Reading of the Ordinance for Planned Unit Development District Review with waivers, and Zoning District Review within the Community Commercial Zoning District on 0.83 acres; **and**
- Approve Resolution for Site Plan Review on 0.83 acres; **and**
- Approve the Development Agreement for O'Reilly Auto Parts Store.

Synopsis

This is final approval of the Development Agreement and plans for a 7,343 square foot retail auto parts store.

Since the first City Council meeting, staff worked with the applicant to amend the plan to show additional proof of parking and additional landscaping.

As a follow up, the arborvitae in the screening plan is a salt tolerant species. In the event that the screening and landscaping onsite should become dead or damaged, the city code does have a provision which requires the property owner to replace dead or damaged material.

Background Information

The 120-Day Review Period Expires on April 30, 2015.

Attachments

1. Ordinance for PUD District Review
2. Summary Ordinance
3. Resolution for Site Plan Review
4. Development Agreement

O'REILLY AUTO PARTS STORE

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 3-2015-PUD-2-2015

AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA, AMENDING CERTAIN LAND WITHIN A ZONING DISTRICT, AMENDING THE LEGAL DESCRIPTIONS OF LAND IN EACH DISTRICT, AND, ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE, MINNESOTA, ORDAINS:

Section 1. That the land which is the subject of this Ordinance (hereinafter, the "land") is legally described in Exhibit A attached hereto and made a part hereof.

Section 2. That action was duly initiated proposing that the land be amended within the Community Commercial Zoning District-2015-PUD-2-2015 (hereinafter "PUD-2-2015-C-COM).

Section 3. The City Council hereby makes the following findings:

A. PUD-2-2015-C-COM is not in conflict with the goals of the Comprehensive Guide Plan of the City.

B. PUD-2-2015-C-COM is designed in such a manner to form a desirable and unified environment within its own boundaries.

C. The exceptions to the standard requirements of Chapters 11 and 12 of the City Code that are contained in PUD-2-2015-C-COM are justified by the design of the development described therein.

D. PUD-2-2015-C-COM is of sufficient size, composition, and arrangement that its construction, marketing, and operation is feasible as a complete unit without dependence upon any subsequent unit.

Section 4. The land shall be subject to the terms and conditions of that certain Development Agreement dated as of March 31, 2015, 2015, entered into between O'Reilly Auto Enterprises, LLC, and the City of Eden Prairie, (hereinafter "Development Agreement"). The Development Agreement contains the terms and conditions of PUD-2-2015-C-COM, and are hereby made a part hereof.

Section 5. The proposal is hereby adopted and the land shall be, and hereby is amended within the Community Commercial District and shall be included hereafter in the

Planned Unit Development 2-2015-C-COM, and the legal descriptions of land in each district referred to in City Code Section 11.03, subdivision 1, subparagraph B, shall be and are amended accordingly.

Section 6. City Code Chapter 1 entitled "General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation" and Section 11.99 entitled "Violation a Misdemeanor" are hereby adopted in their entirety by reference, as though repeated verbatim herein.

Section 7. This Ordinance shall become effective from and after its passage and publication.

FIRST READ at a regular meeting of the City Council of the City of Eden Prairie on the 20th day of January 2015, and finally read and adopted and ordered published in summary form as attached hereto at a regular meeting of the City Council of said City on the 31st day of March, 2015.

ATTEST:

Kathleen Porta, City Clerk

Nancy Tyra-Lukens, Mayor

PUBLISHED in the *Eden Prairie News* on _____, 2015.

EXHIBIT A

PUD Legal Description –

Lot 2, Block 1, BP Addition

O'REILLY AUTO PARTS STORE

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

**SUMMARY OF
ORDINANCE NO. 3-2015-PUD-2-2015**

AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA, AMENDING THE ZONING OF CERTAIN LAND WITHIN ONE DISTRICT, AND ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 11.99, WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE, MINNESOTA, ORDAINS:

Summary: This ordinance allows amendment of the zoning of land located at 8868 Aztec Drive within the Community Commercial Zoning District. Exhibit A, included with this Ordinance, gives the full legal description of this property.

Effective Date: This Ordinance shall take effect upon publication.

ATTEST:

Kathleen Porta, City Clerk

Nancy Tyra-Lukens, Mayor

PUBLISHED in the *Eden Prairie News* on _____, 2015.

(A full copy of the text of this Ordinance is available from City Clerk.)

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015-_____

**A RESOLUTION GRANTING SITE PLAN APPROVAL
FOR O'REILLY AUTO PARTS STORE
BY O'REILLY AUTO ENTERPRISES, LLC**

WHEREAS, O'Reilly Auto Enterprises, LLC, has applied for Site Plan approval of O'Reilly Auto Parts Store to construct a retail auto parts store building, by an Ordinance approved by the City Council on March 31, 2015; and

WHEREAS, the Planning Commission reviewed said application at a public hearing at its December 8, 2014 meeting and recommended approval of said site plans; and

WHEREAS, the City Council has reviewed said application at a public hearing at its January 20, 2015 meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE, that site plan approval is granted to O'Reilly Auto Parts Store based on the Development Agreement between O'Reilly Auto Enterprises, LLC and the City of Eden Prairie, reviewed and approved by the City Council on March 31, 2015.

ADOPTED by the City Council of the City of Eden Prairie this 31st day of March, 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

Kathleen Porta, City Clerk

DEVELOPMENT AGREEMENT

O'REILLY AUTO PARTS STORE

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of March 31, 2015, by O'Reilly Auto Enterprises, LLC, a limited liability company, hereinafter referred to as "Developer," its successors and assigns, and the **CITY OF EDEN PRAIRIE**, a municipal corporation, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, Developer has applied to City for Planned Unit Development Concept Review on 0.83 acres, Planned Unit Development District Review with waivers on 0.83 acres, Zoning District Amendment within the Community Commercial Zoning District on 0.83 acres, Site Plan Review on 0.83 acres, legally described on Exhibit A (the "Property");

NOW, THEREFORE, in consideration of the City adopting Resolution No. _____ for Planned Unit Development Concept Review, Ordinance No. _____ for Planned Unit Development District Review and Zoning District Amendment within the Community Commercial Zoning District on 0.83 acres, Resolution No. _____ for Site Plan Review, Developer agrees to construct, develop and maintain the Property as follows:

1. **PLANS:** Developer shall develop the Property in conformance with the materials revised and stamp dated March 24, 2015, reviewed and approved by the City Council on March 31, 2015, (hereinafter the "Plans") and identified on Exhibit B, subject to such changes and modifications as provided herein.

2. **EXHIBIT C:** Developer agrees to the terms, covenants, agreements, and conditions set forth in Exhibit C.
3. **DEVELOPER'S RESPONSIBILITY FOR CODE VIOLATIONS:** In the event of a violation of City Code relating to use of the Property construction thereon or failure to fulfill an obligation imposed upon the Developer pursuant to this Agreement, City shall give 24 hour notice of such violation in order to allow a cure of such violation, provided however, City need not issue a building or occupancy permit for construction or occupancy on the Property while such a violation is continuing, unless waived by City.

The existence of a violation of City Code or the failure to perform or fulfill an obligation required by this Agreement shall be determined solely and conclusively by the City Manager of the City or a designee.

4. **DEVELOPER'S RESPONSIBILITY FOR ITS CONTRACTORS:** Developer shall release, defend and indemnify City, its elected and appointed officials, employees and agents from and against any and all claims, demands, lawsuits, complaints, loss, costs (including attorneys' fees), damages and injunctions relating to any acts, failures to act, errors, omissions of Developer or Developer's consultants, contractors, subcontractors, suppliers and agents. Developer shall not be released from its responsibilities to release, defend and indemnify because of any inspection, review or approval by City.
5. **EXTERIOR MATERIALS:** Prior to building permit issuance, Developer shall submit to the City Planner, and receive the City Planner's written approval of a plan depicting exterior materials and colors to be used on the buildings on the Property.

Prior to issuance of any occupancy permit for the Property, Developer shall complete implementation of the approved exterior materials and colors plan in accordance with the terms and conditions of Exhibit C, attached hereto.

6. **GRADING, DRAINAGE, AND STORMWATER POLLUTION PREVENTION PLANS:**
 - A. **FINAL GRADING AND DRAINAGE PLAN:** Developer agrees that the grading and drainage plan contained in the Plans is conceptual. Prior to the release of a land alteration permit for the Property, Developer shall submit and obtain the City Engineer's written approval of a final grading and drainage plan for the Property. The final grading and drainage plan shall include all wetland information, including wetland boundaries, wetland buffer strips and wetland buffer monument locations; all Stormwater Facilities, such as water quality ponding areas, stormwater detention areas, and stormwater infiltration systems; and any other items required by the application for and release of a land alteration permit. All design calculations for storm water quality and quantity together with a drainage area map shall be submitted with the final grading and drainage plan. Prior to release of the grading bond,

Developer shall certify to the City that the Stormwater Facilities conform to the final grading plan and that the Stormwater Facilities are functioning in accordance with the approved plans.

Developer shall employ the design professional who prepared the final grading plan. The design professional shall monitor construction for conformance to the approved final grading plan and Stormwater Pollution Prevention Plan (SWPPP). The design professional shall provide a final report to the City certifying completion of the grading in conformance the approved final grading plan and SWPPP. In addition, the design professional retained by the Developer to perform the monitoring of the Project shall be responsible for all monitoring, data entry and reporting to the PermiTrack ESC web-based erosion and sediment permit tracking program utilized by the City.

- B. STORMWATER FACILITY CONSTRUCTION:** Stormwater Facilities, including detention basins, retention basins, “Stormwater Infiltration” or “Filtration Systems” (such as rainwater gardens, vegetated swales, infiltration basins, vegetated filters, filter strips, curbless parking lot islands, parking lot islands with curb-cuts, traffic islands, tree box filters, bioretention systems or infiltration trenches) or “Underground Systems” (such as media filters, underground sand filters, underground vaults, sedimentation chambers, underground infiltration systems, pre-manufactured pipes, modular structures or hydrodynamic separators) shall be maintained by the Developer during construction and for a minimum of two (2) full growing seasons after completion of the development to ensure that soil compaction, erosion, clogging, vegetation loss, channelization of flow or accumulation of sediment are not occurring, and thereafter by the Owner of the Property. Planting and Maintenance Plans for the Stormwater Facilities (where appropriate) to ensure that the Stormwater Facilities continue to function as designed in perpetuity must be submitted prior to release of the first building permit for the Development

Developer shall employ the design professional who prepared the final grading plan to monitor construction of the Stormwater Facilities for conformance to the Minnesota Pollution Control Agency publication entitled “State of Minnesota Storm Water Manual” dated November 2005, the approved final grading plan and the requirements listed herein. All inspections of underground systems shall be performed by personnel that have approved OSHA confined space training.

Maintenance techniques must be used during construction to protect the infiltration capacity of all Stormwater Infiltration Systems by limiting soil compaction to the greatest extent possible. This must include delineation of the proposed infiltration system with erosion control fencing prior to construction; installation of the infiltration system using low-impact earth moving equipment; and not allowing equipment, vehicles, supplies or other materials to be stored or allowed in the areas designated for stormwater infiltration during construction.

In areas of structural infiltration Developer shall prior to construction of the infiltration system provide a plan that addresses: (i) construction management practices to assure the infiltration system will be functional; (ii), erosion control measures; (iii) infiltration capacity; (iv) performance specifications that the completed infiltration system must meet to be considered functional by City and (v) corrective actions that will be taken if the infiltration system does not meet the performance specification.

All Stormwater Infiltration Systems must be inspected prior to final grading to ensure that the area is infiltrating as proposed and to determine if corrective measures are required to allow infiltration as proposed.

Field verification of post-construction infiltration rates must be provided to the City within 30 days after the first rainfall event of ½ inch or greater after the Stormwater Infiltration Systems become operational. If infiltration rates are reduced a plan to restore adequate infiltration must be provided within 90-days of the field verification test. The work required to bring the Stormwater Infiltration System back into compliance be implemented within 60 days of City approval of the plan. Pervious surfaces shall be stabilized with seed and mulch or sod and all impervious surfaces must be completed prior to final grading and planting of the Stormwater Infiltration Systems.

Stormwater Infiltration Systems that are constructed under a building shall be designed for maintenance access and installed in conformance with the standards outlined in The Minnesota Stormwater Manual (November 2005) and/or the Plans. The System shall be kept off-line until construction is complete. Field verification of post-construction infiltration rates must be provided to the City within 30 days after the first rainfall event of one-half inch or greater following the Storm Water Infiltration Systems becoming operational. If the infiltration rates are reduced by construction, a plan to restore adequate infiltration must be provided within 90-days of the field test

- C. **STORMWATER FACILITY INSPECTION AND MAINTENANCE:** A Stormwater Maintenance Plan must be provided for operation and maintenance of all Stormwater Facilities to ensure they continue to function as designed in perpetuity prior to issuance of the Land Alteration Permit. The Stormwater Maintenance Plan must identify and protect the design, capacity and functionality of all Stormwater Facilities. The Maintenance Plan must contain at a minimum: the party(s) responsible for maintenance; access plans; inspection frequency; methods used for field verification of infiltration for Stormwater Infiltration Systems; routine and non-routine inspection procedures; sweeping frequency for all parking and road surfaces; plans for restoration of reduced infiltration for Stormwater Infiltration Systems; and plans for replacement of failed systems, all pursuant to and in accordance with Eden Prairie City Code Section 11.55, Subd. 8.

During construction and for two years following completion of construction, all Stormwater Facilities shall be inspected at a minimum of once annually to determine if the Stormwater Facility(s) is treating stormwater as designed and should occur within 72-hours after a rainfall event of one-inch or greater to verify infiltration. All Stormwater Facilities shall be kept free of debris, litter, invasive plants and sediment.

Erosion impairing the function or integrity of the Stormwater Facilities, if any, must be corrected and any structural damage impairing or threatening to impair the function of the Stormwater Facilities must be repaired. The following criteria must be included in the inspection:

- A storage treatment basin (including retention and detention basins) shall be considered inadequate if sediment has decreased the wet storage volume by 50 percent or dry storage volume by 25 percent of its original design volume.
- A Stormwater Infiltration System shall be considered inadequate if sediment has accumulated that impairs or has the potential to impair infiltration of stormwater.
- An underground storage chamber shall be considered inadequate if sediment has decreased the storage volume by 50 percent of its original design volume.

Based on this inspection, if a Stormwater Facility requires cleanout, the Stormwater Facility shall be restored to its original design and/or the infiltration capacity of the underlying soils must be restored and any surface disturbance must be stabilized within one year of the inspection date.

Sediment, debris, litter or vegetation removal in Stormwater Infiltration Systems shall be by hand or with a flat-bottomed shovel or rake during dry periods. Only enough sediment shall be removed as needed to restore hydraulic capacity, leaving as much of the vegetation in place as possible. Any damaged turf or vegetation shall be reseeded or replaced.

After the two year period of maintenance, the Owner of the Property shall continue to be responsible for maintenance of the Stormwater Facilities. This shall include inspections at a minimum of once per every five years. Regular maintenance shall be conducted and must include regular sweeping of private streets, parking lots or drive aisles at a minimum of once per year; debris and litter removal; removal of noxious and invasive plants; removal of dead and diseased plants; maintenance of approved vegetation; re-mulching of void areas; replanting or reseeded areas where dead or diseased plants were removed; and removal of sediment build-up. Sediment build-up in above-ground Stormwater Infiltration or Filtration Systems shall be removed by hand. Areas above Underground Systems shall be kept free of structures that would limit access to the System for inspections, maintenance or replacement.

D. **STORMWATER POLLUTION PREVENTION PLAN (SWPPP):** Prior to issuance of a land alteration permit, Developer shall submit to the City Engineer and obtain City Engineer's written approval of Stormwater Pollution Prevention Plan (SWPPP) for the Property. The SWPPP shall include all boundary erosion control features, temporary stockpile locations, turf restoration procedures, concrete truck washout areas and any other best management practices to be utilized within the Project. Prior to release of the grading bond, Developer shall complete implementation of the approved SWPPP.

7. **IRRIGATION PLAN:** Developer shall submit to the City Planner and receive the City Planner's written approval of a plan for irrigation of the landscaped areas on the Property. The irrigation plan shall be designed so that water is not directed on or over public trails and sidewalks.

Developer shall complete implementation of the approved irrigation plan in accordance with the terms and conditions of Exhibit C prior to issuance of any occupancy permit for the Property.

8. **LANDSCAPE PLAN:** Prior to building permit issuance, the Developer shall submit to the City Planner and receive the City Planner's written approval of a final landscape plan for the Property depicting a total of 23 caliper inches. The approved landscape plan shall be consistent with the quantity, type, and size of plant materials shown on the landscape plan on the Plans. Developer shall furnish to the City Planner and receive the City Planner's written approval of a security in the form of a bond, cash escrow, or letter of credit, equal to 150% of the cost of said improvements as required by City Code.

Prior to issuance of any occupancy permit for the Property, Developer shall complete implementation of the approved landscape plan in accordance with the terms and conditions of Exhibit C.

9. **MECHANICAL EQUIPMENT SCREENING:** Developer shall submit to the City Planner, and receive the City Planner's written approval of a plan for screening of mechanical equipment on the Property. For purposes of this paragraph, "mechanical equipment" includes gas meters, electrical conduit, water meters, and standard heating, ventilating, and air-conditioning units. Security to guarantee construction of said screening shall be included with that provided for landscaping on the Property, in accordance with City Code requirements. Developer shall complete implementation of the approved plan prior to issuance of any occupancy permit for the Property.

If, after completion of construction of the mechanical equipment screening, it is determined by the City Planner, in his or her sole discretion, that the constructed screening does not meet the Code requirements to screen mechanical equipment from public streets and differing, adjacent land uses, then the City Planner shall notify Developer and Developer shall take

corrective action to reconstruct the mechanical equipment screening in order to cure the deficiencies identified by the City Planner. Developer agrees that the City will not release the security provided until Developer completes all such corrective measures.

10. **OUTSIDE STORAGE:** Developer shall not permit on the Property any outside storage including but not limited to outside storage of inoperable automobiles, automobile parts, equipment, inventory or refuse.
11. **PARK DEDICATION:** Developer agrees that, prior to release of the building permit for the Property, payment of park dedication fees in the amount consistent with the rate applicable at the time of building permit issuance shall be paid to the City.
12. **PERFORMANCE STANDARDS:** Developer agrees that the Property will be operated in a manner meeting all applicable noise, vibration, dust and dirt, smoke, odor and glare laws and regulations. Developer further agrees that the facility upon the Property shall be operated so noise, vibration, dust and dirt, smoke, odor and glare do not go beyond the Property boundary lines.
13. **PROOF OF PARKING SPACES:** Developer and City acknowledge that the 3 proof of parking spaces proposed for the Property, depicted in the Plans, are designated for use by the O'Reilly Auto Parts Store and that said spaces are not required to be constructed at this time.

At such time as the City Manager, in his or her sole discretion, determines that it is necessary for all or a portion of the proof of parking spaces to be constructed in order to accommodate the use, the City Manager shall notify the Developer in writing of the need to construct additional proof of parking spaces. This notification shall include the number, location and timetable for construction of the additional proof-of-parking spaces. Developer shall comply with all requirements contained in the City Manager's notification.

14. **PUD WAIVERS GRANTED:** The city hereby grants the following waivers to City Code requirements within the Community Commercial Zoning through the Planned Unit Development District Review for the Property and incorporates said waivers as part of PUD (list PUD number):
 1. Parking from 37 spaces to 33 parking spaces. City Code requires 5 parking stalls for every 1,000 square feet of gross floor area of a building this size.
 2. Front yard setback for the recycling and trash enclosure to 10 feet along Aztec Drive. City Code requires 35 feet.

Developer shall provide additional screening within the setback in or to minimize the impact of this waiver. The plans for the additional screening shall be submitted to and approved in writing by the City Planner prior to issuance of any building permit for the Property.

15. **SIGNS:** Developer agrees that for each sign which requires a permit by Eden Prairie City

Code, Section 11.70, Developer shall file with the City Planner and receive the City Planner's written approval of an application for a sign permit. The application shall include a complete description of the sign and a sketch showing the size, location, the manner of construction, and other such information as necessary to inform the City of the kind, size, material construction, and location of any such sign, consistent with the sign plan shown on the Plans and in accordance with the requirements of City Code, Section 11.70, Subdivision 5a.

16. **SITE LIGHTING:** Prior to building permit issuance, Developer shall submit to the City Planner and receive the City Planner's written approval of a plan for site lighting on the Property. All pole lighting shall consist of downcast shoebox fixtures not to exceed 20 feet in height. Developer shall complete implementation of the approved lighting plan prior to issuance of any occupancy permit for the Property.
17. **TRASH:** Developer agrees that all trash, trash receptacles and recycling bins shall at all times be located inside of the building enclosures depicted on the Plans.
18. **TRASH AND RECYCLING ENCLOSURE:** Developer has submitted to the City Planner, and obtained the City Planner's written approval of a plan for the design and construction of the outside trash and recycling enclosure for the Property. This trash and recycling enclosure shall be constructed with face brick to match the building, include a roof, and heavy duty steel gates that completely screen the interior of the enclosure. Developer shall complete implementation of the trash and recycling enclosure plan prior to issuance of any occupancy permit for the Property.
19. **TREE LOSS - TREE REPLACEMENT:** There are 54 diameter inches of significant trees on the Property. Tree loss related to development on the Property is calculated at 24 diameter inches. Tree replacement required is 14 caliper inches. Prior to the issuance of any grading permit for the Property, Developer shall submit to the City Forester and receive the City Forester's written approval of a tree replacement plan for 14 caliper inches.

This approved plan shall include replacement trees of a 3-inch diameter minimum size for a shade tree and a 7-foot minimum height for conifer trees. The approved plan shall also provide that, should actual tree loss exceed that calculated herein, Developer shall provide tree replacement on a caliper inch per caliper inch basis for such excess loss.

Prior to issuance of any grading permit for the Property, Developer shall furnish to the City Planner and receive the City Planner's approval of a tree replacement bond equal to 150% of the cost of said improvements as required by City Code.

Developer shall complete implementation of the approved tree replacement plan prior to occupancy permit issuance.

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed as of the day and year aforesaid.

CITY OF EDEN PRAIRIE

By _____
Nancy Tyra-Lukens
Its Mayor

By _____
Rick Getschow
Its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 31st day of March, 2015, by Nancy Tyra-Lukens and Rick Getschow, respectively the Mayor and the City Manager of the City of Eden Prairie, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public

O'Reilly Auto Enterprises, LLC

By _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____, of _____, a _____, on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344

EXHIBIT A
DEVELOPMENT AGREEMENT – O'REILLY AUTO PARTS STORE

Lot 2, Block 1 BP Addition

EXHIBIT B
DEVELOPMENT AGREEMENT – O'REILLY AUTO PARTS STORE

Plans:

Certificate of Survey dated 09/16/14 by Anderson Passe & Associates

Sheet C1—Site Grading Plan dated 3/23/15 by MO Anderson Engineering Inc

Sheet C2—Site Development Plan dated 3/23/15 by CM Architecture, P.A.

Sheet C4—Stormtech Details dated 11/05/14 by MO Anderson Engineering, Inc

Sheet C5—Site Erosion Control Plan dated 3/23/15 by MO Anderson Engineering, Inc

Sheet C6—Stormwater Details dated 11/17/14 by MO Anderson Engineering, Inc

Sheet L1—Landscape Planting Plan dated 3/23/15 by CM Architecture, P.A.

Sheet A1—Floor Plan dated 11/17/14 by CM Architecture, P.A.

Sheet A3—Exterior Elevations dated 11/17/14 by CM Architecture, P.A.

Sheet SU1—Site Utilities Plan dated 3/23/15 by Smith Goth Engineering, Inc

Sheet SP1—Site Photometric Plan dated 11/17/14 by Smith Goth Engineering, Inc

EXHIBIT C

DEVELOPMENT AGREEMENT – O'REILLY AUTO PARTS STORE

- I. Prior to release of any building permit, Developer shall submit to the City Engineer for approval two copies of a development plan (1" =100' scale) showing existing and proposed contours, proposed streets, and lot arrangements and size, minimum floor elevations on each lot, preliminary alignment and grades for sanitary sewer, water main, and storm sewer, 100-year flood plain contours, ponding areas, tributary areas to catch basins, arrows showing direction of storm water flow on all lots, location of walks, trails, and any property deeded to the City.
- II. Developer shall submit detailed construction and storm sewer plans to the Watershed District for review and approval. Developer shall follow all rules and recommendations of said Watershed District.
- III. Developer shall pay cash park fees as to all of the Property required by City Code in effect as of the date of the issuance of each building permit for construction on the Property.
- IV. If Developer fails to proceed in accordance with this Agreement within twenty-four (24) months of the date hereof, Developer, for itself, its successors, and assigns, shall not oppose the City's reconsideration and rescission of any Rezoning, Site Plan review and/or Guide Plan review approved in connection with this Agreement, thus restoring the status of the Property before the Development Agreement and all approvals listed above were approved.
- V. Provisions of this Agreement shall be binding upon and enforceable against the Property and the Owners, their successors and assigns of the Property.
- VI. The Developer hereby irrevocably nominates, constitutes, and appoints and designates the City as its attorney-in-fact for the sole purpose and right to amend Exhibit A hereto to identify the legal description of the Property after platting thereof.
- VII. Developer represents that it has marketable fee title to the Property, except:

INSERT ANY NAME/COMPANY LISTED IN ANY OWNER'S SUPPLEMENT
TO THE DEVELOPER'S AGREEMENT)

With respect to any interest in all portions of the Property which Developer is required, pursuant to this Agreement, to dedicate or convey to the City (the "Dedicated Property"), Developer represents and warrants as follows now and at the time of dedication or conveyance:

- A. That Developer has marketable fee title free and clear of all mortgages, liens, and other encumbrances. Prior to final plat approval, Developer shall provide to the City

a current title insurance policy insuring such a condition of title.

- B. That Developer has not used, employed, deposited, stored, disposed of, placed or otherwise allowed to come in or on the Dedicated Property, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et. seq., or Minn. Stat., Sec. 115B.01, et. seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");
- C. That Developer has not allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Property, any Hazardous Substances.
- D. That no previous owner, operator or possessor of the Property deposited, stored, disposed of, placed or otherwise allowed in or on the Property any hazardous substances.

Developer agrees to indemnify, defend and hold harmless City, its successors and assigns, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs that the City incurs because of the breach of any of the above representations or warranties and/or resulting from or due to the release or threatened release of Hazardous Substances which were, or are claimed or alleged to have been, used, employed, deposited, stored, disposed of, placed, or otherwise located or allowed to be located, in or on the Dedicated Property by Developer, its employees, agents, contractors or representatives.

- VIII. Developer acknowledges that Developer is familiar with the requirements of Chapter 11, Zoning, and Chapter 12, Subdivision Regulations, of the City Code and other applicable City ordinances affecting the development of the Property. Developer agrees to develop the Property in accordance with the requirements of all applicable City Code requirements and City Ordinances.
- IX. Prior to release of the final plat, Developer shall pay to City fees for the first three (3) years' street lighting on the public streets adjacent to the Property (including installation costs, if any, as determined by electrical power provider), engineering review, and street signs.
- X. Developer shall submit detailed water main, fire protection, and emergency vehicle access plans to the Fire Marshal for review and approval. Developer shall follow all the recommendations of the Fire Marshal.
- XI. Developer acknowledges that the rights of City performance of obligations of Developer contemplated in this agreement are special, unique, and of an extraordinary character, and that, in the event that Developer violates, or fails, or refuses to perform any covenant, condition, or provision made herein, City may be without an adequate remedy at law. Developer agrees, therefore, that in the event Developer violates, fails, or refuses to perform any covenant, condition, or provision made herein, City may, at its option, institute and prosecute an action to specifically enforce such covenant, withhold building permits or

rescind or revoke any approvals granted by the City. No remedy conferred in this agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of anyone or more remedies shall not constitute a waiver of any other remedy.

- XII. Developer shall, prior to the commencement of any improvements, provide written notice to Comcast of the development contemplated by this Development Agreement. Notice shall be sent to Comcast Cable, 9705 Data Park, Minnetonka, Minnesota 55343.
- XIII. Prior to building permit issuance, all fees associated with the building permit shall be paid to the Inspections Department, including; Building permit fee, plan check fee, State surcharge, metro system access charge (SAC), City SAC and City water access charge (WAC), and park dedication. Contact Metropolitan Waste Control to determine the number of SAC units.
- XIV. Prior to building permit issuance, except as otherwise authorized in the approved Plans, existing structures, wells and septic systems (if present) shall be properly abandoned or removed as required by City ordinance and all permits obtained through the Inspections Department.
- XV. Prior to building permit issuance, provide two copies of an approved survey or site plan (1" = 200 scale) showing proposed building location and all proposed streets, with approved street names, lot arrangements and property lines.
- XVI. The City shall not issue any building permit for the construction of any building, structure, or improvement on the Property until all requirements listed in this Exhibit C have been satisfactorily addressed by Developer.
- XVII. No failure of the City to comply with any term, condition, covenant or agreement herein shall subject the City to liability for any claim for damages, costs or other financial or pecuniary charges. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general fund or taxing powers of the City.
- XVIII. Prior to issuance of the first building permit for the Property, Developer shall permanently demarcate the location of the boundary of the conservation easement on each lot property line or corner with permanent four-foot tall posts. A 2 ½ by 6 inch sign or decal reading "Scenic/Conservation Easement Boundary, City of Eden Prairie", will be affixed to the top of the post.
- XIX. Within 10 days of the approval of the Development Agreement, the Developer shall record the Development Agreement at the County Recorder and / or Registrar of Titles. The final plat shall not be released until proof of filing of the Development Agreement is submitted to the City.
- XX. The City is hereby granted the option, but not the obligation, to complete or cause completion in whole or part of all of the Developer's obligations under this Agreement for

which a bond, letter of credit, cash deposit or other security (hereinafter referred to as the "Security") is required if the Developer defaults with respect to any term or condition in this Agreement for which Security is required and fails to cure such default(s) within ten (10) days after receipt of written notice thereof from the City; provided however if the nature of the cure is such that it is not possible to complete the cure within ten (10) days, it shall be sufficient if the Developer has initiated and is diligently pursuing such cure. The Developer acknowledges that the City does not assume any obligations or duties of the Developer with respect to any such contract agreements unless the City shall agree in writing to do so.

The City may draw down on or make a claim against the Security, as appropriate, upon five (5) business days notice to the Developer, for any violation of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term. If the obligations for which Security is required are not completed at least thirty (30) days prior to the expiration of the Security and if the Security has not then been renewed, replaced or otherwise extended beyond the expiration date, the City may also draw down or make a claim against the Security as appropriate. If the Security is drawn down on or a claim is made against the Security, the proceeds shall be used to cure the default(s) and to reimburse the City for all costs and expenses, including attorneys' fee, incurred by the City in enforcing this Agreement.

- XXI. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with this Agreement.
- XXII. This Agreement is a contract agreement between the City and the Developer. No provision of this Agreement inures to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		March 31, 2015
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.: VIII.C.
George F. Esbensen, Fire Chief/Director of Emergency Preparedness	Approve Purchase of NG-911 Phone Dispatch System	

Requested Action

Move to: Approve purchase of NG-911 phone dispatch system from IES (Independent Emergency Services LLC) for \$ 254,489.09

Synopsis

Because the current 911 phone dispatch system is no longer supported, the Fire Department prepared specifications and sent out an RFP for the NG-911 phone system. Bids were received from two companies. The accepted bid is from IES. Money for this project comes from the E911 fund.

Attachment

Contract

CONTRACT SERVICES AND LICENSING AGREEMENT

This Agreement ("Agreement") is made on the 1 day of April, 2015, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Independent Emergency Services, LLC, a Minnesota Limited Liability Company (hereinafter "Contractor") whose business address is 235 Franklin St. SW, Hutchinson, MN 55350

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision by Contractor of a dedicated next generation 9-1-1 system as set forth in the Specifications attached hereto and incorporated herein as Exhibit A and hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Contract Documents.** The following constitute the contract documents:

- City of Eden Prairie Request for Proposals for Next Generation 9-1-1 System Issued 12/29/2015 ("RFP");
- Contractor's Proposal in response to RFP;
- All addenda and amendments to the RFP and Proposal; and
- All vendor questions and all answers to such questions.

(the contract documents are referred to hereinafter collectively as "Exhibit A"). The Contract Documents are hereby incorporated with this Agreement and are as much a part of this Agreement as if fully set forth herein. The terms of this Agreement shall take precedence over any provisions of the Contractor's proposal and/or general conditions.

2. **Scope of Work.** The Contractor agrees to provide, perform and complete all the provisions of the Work as set forth in Exhibit A:

3. **Software License.**

- a. **License.** The Contractor hereby grants the City and the City hereby accepts a perpetual, non-transferable and non-exclusive right to use the software described in Exhibit B ("Licensed Software") and related materials including User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials. 1.3 The license granted herein authorizes the City to install the Licensed Software on up to 4 computers. Further, the City can make copies of the Licensed Software for safe keeping purposes.
- b. **Warranties.**
 - i. Contractor warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.

- ii. Contractor warrants that the software shall conform to its published specifications in Exhibit B, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. Contractor warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
 - iii. Contractor warrants to the City that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
 - iv. Contractor warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. Contractor shall indemnify and save harmless the City from any suit or proceeding brought against the City by reason of any such infringement or any wrongful use. Contractor will defend or settle any such claim, although the City shall be entitled to be independently represented by counsel of its own choice.
- c. Source Code. The Source Code for all Contractor application software, along with a list of licensed customers, is held in escrow by Iron Mountain. The source code held in escrow is updated after each software release. If Contractor defaults in providing software maintenance support due to company failure, or discontinuance of said service by Contractor or Contractor's bankruptcy, then the source code will be made available to the City within thirty days of written notice by the Escrow Agent.
4. Effective Date. This Agreement shall become effective as of 04/01, 2015. The Vesta 911 System shall be installed and fully functional by 10/31/15. All training shall be complete by Within two (2) weeks of cutover.
5. Obligations of Contractor. Contractor shall conform to the following obligations:
- a. Contractor shall provide the materials and services as set forth in Exhibit A and Exhibit B.
 - b. Contractor and its employees will park in service areas or lots and use entries and exits as designated by City. Contractor's personnel will contact the appropriate person (i.e. receptionist, maintenance personnel, security, etc.) immediately upon entering the building, and will sign in and out if required by City.
 - c. Care, coordination and communication by Contractor is imperative so that guests and employees in the buildings are not disturbed or inconvenienced during the performance of the contracted services.
 - d. Contractor's personnel must be neat appearing, wear a uniform and badge that clearly identifies them as a service contractor, and abide by City's no smoking policies.
 - e. Contractor must honor the City's request to reassign an employee for cause. Cause may include performance below acceptable standards or failure to present the necessary image or attitude, in the judgment of the owner, to present a first class operation.
 - f. When necessary, Contractor's personnel will be provided with keys or access cards in order to perform their work. Any lost keys or cards that result in rekeying a space or other cost to the City will be billed back to the Contractor.
6. City's Obligations. City will do or provide to Contractor the following:

- a. Provide access to City properties as appropriate.
 - b. Provide restroom facilities as appropriate.
7. **Compensation for Services.** City agrees to pay the Contractor a fixed sum of \$ 254,489.09, as full and complete payment for the labor, materials, services, and licenses rendered pursuant to this Agreement and as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. **Method of Payment.**
 - a. Contractor shall prepare and submit to City, upon completion of the Work, an itemized invoice setting forth Work performed under this Contract. The invoice shall be paid in the same manner as other claims made to the City.
 - b. Claims. To receive any payment on the Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
9. **Project Manager.** The Contractor has designated John Olsen to Manage the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the designated manager without the approval of the City.
10. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
11. **Condition and Inspection.** All goods and other materials furnished under this Agreement shall be new and in current manufacture, unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with this Agreement. All goods and work not conforming to these requirements shall be considered defective. Goods shall be subject to inspection and testing by the City. Defective goods or goods not in current manufacture may be returned to the Contractor at the Contractor's expense.

12. **Warranty.** The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Contract and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Agreement, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Agreement, at law or in equity.

Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from the City, the Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to the City, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of the City. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT THE CITY'S REMEDY OR THE CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. The Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by the City and so as to not interfere with or in any way disrupt the operation of the City or the public.

The Contractor shall post bonds to secure the warranties.

13. **Performance and Payment Bonds.** The Contractor shall post a Performance and Payment Bond each in an amount equal to one hundred percent (100%) of the payments due Contractor to insure the prompt and faithful performance of this Agreement by Contractor and to ensure prompt payment to the subcontractor and suppliers of the Contractor. The Bonds shall be in a form approved by the City. Contractor shall provide the Bond to the City before commencing Work and together with the executed contract document. If the Performance and/or Payment Bond are not submitted as provided herein, this Contract shall be considered void.

14. **Insurance.**

- a. General Liability. Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.
- b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations

Aggregate
\$100,000 fire legal liability each occurrence
\$5,000 medical expense

Comprehensive Automobile
Liability \$1,000,000 combined single limit each accident
(shall include coverage for all owned, hired and
non-owned vehicles.)

Umbrella or Excess Liability \$1,000,000

- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- d. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- e. All policies, except the Worker's Compensation Policy, shall name the "City of Eden Prairie" as an additional insured on ISO forms CG 20 10 07 04 or CG 20 10 04 13; and CG 20 37 07 04 or CG 20 37 04 13, or their equivalent.
- f. All policies shall apply on a "per project" basis.
- g. All policies shall contain a waiver of subrogation in favor of the City.
- h. All policies shall be primary and non-contributory.
- i. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Agreement.
- j. Contractor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.
- k. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to the City.

- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.** Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- o. **Effect of Contractor's Failure to Provide Insurance.** If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

- i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

15. **Indemnification.** Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission

performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

16. **Termination.**

- a. This Agreement may be terminated at any time by either party for breach or non-performance of any provision of this Agreement in accordance with the following. The party ("notifying party") who desires to terminate this Agreement for breach or non-performance of the other party ("notified party") shall give the notified party notice in writing of the notifying party's desire to terminate this Agreement describing the breach or non-performance of this Agreement entitling it to do so. The notified party shall have five (5) days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Agreement shall automatically terminate.
- b. Upon the termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, Contractor shall have the right, within a reasonable time after such termination to remove from City's premises any and all of Contractor's equipment and other property. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Agreement shall cease upon such termination. Any prior liability of a party shall survive termination of this Agreement.
- c. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any warrant, attachment, levy or similar process involving Contractor, City may, at its option in addition to any other remedy to which City may be entitled, immediately terminate this Agreement by notice to Contractor, in which event, this Agreement shall terminate on the notice becoming effective.

17. **Notice.** Required notices to the Contractor shall be in writing, and shall be either hand-delivered to the Contractor, its employees or agents, or mailed to the Contractor by certified mail at the following address:

Independent Emergency Services, LLC

Attn: Communications consultant

235 Franklin St. SW

Hutchinson, MN 55350

Notices to the City shall be in writing and shall be either hand-delivered or mailed to the City by certified mail at the following address:

City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

18. **Independent Contractor.** Contractor is an independent contractor engaged by City to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Agreement, who shall be employees, and under the direction, of Contractor and in no respect employees of City, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of City, or otherwise bind or obligate City. No statement herein shall be construed so as to find the Contractor an employee of the City.
19. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
20. **Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.
21. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
22. **Conflicts.** No salaried officer or employee of the City and no member of the Council, or Commission, or Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.
23. **Employees.** Contractor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Contractor prior to termination

of this Agreement and for one (1) year thereafter, without prior written consent of the former employer in each case.

24. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
25. **Damages.** In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
26. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Agreement or thereafter of any of the rights or remedies of the City under this Agreement.
27. **Mediation.** Each dispute, claim or controversy arising from or related to this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Eden Prairie unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
28. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
29. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.
30. **Waiver.** No action nor failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
31. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
32. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations

pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

Executed as of the day and year first written above.

CITY OF EDEN PRAIRIE

CONTRACTOR

Mayor

By: *Jeff Woodbury*

City Manager

Its: Manager



CERTIFICATE OF LIABILITY INSURANCE

INDEP-1

OP ID: LP

DATE (MM/DD/YYYY)
02/24/2015

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 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 Insurance Planners 201 Main Street South PO Box 68 Hutchinson, MN 55350 Jeff F Borkenhagen, CIC	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Continental Western Group	11053
INSURED Independent Emergency Services PO Box 279 Hutchinson, MN 55350	INSURER B : Liberty Surplus Insurance Corp		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	RUP 2355165-32	10/04/2014	10/04/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						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			RUP 2355165-32	10/04/2014	10/04/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$				
A	UMBRELLA LIAB			RUP 2355165-32	10/04/2014	10/04/2015	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA 2355167-32	10/04/2014	10/04/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			EO5NAAPN68001	08/16/2014	10/04/2015	Per Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

the certificate holder is included as additional insured on a primary and non-contributory basis. A waiver of subrogation is also included in favor of the certificate holder

CERTIFICATE HOLDER

EDENPRA

CITY OF EDEN PRAIRIE
 8080 MITCHELL ROAD, STE 212
 EDEN PRAIRIE, MN 55344

CANCELLATION

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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Bond # 564917

PERFORMANCE BOND
The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Independent Emergency Services, LLC
235 Franklin St. SW
Hutchinson, MN 55350
CONSTRUCTION CONTRACT

OWNER (Name and Address):
City of Eden Prairie, Minnesota
8080 Mitchell Road
Eden Prairie, MN 55344
SURETY (Name and Principal Place of Business):
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201

Date: 02/23/2015

Amount: \$257,164.09

Description (Name and Location): Next Generation 9-1-1 System

BOND

Date (Not earlier than Construction Contract Date): 02/24/2015

Amount: \$257,164.00

Modifications to this Bond:

None

See Page 2

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Independent Emergency Services, LLC

Signature: *Cliff Woodbury*
Name and Title: Cliff Woodbury, Manager

SURETY

Company:
Old Republic Surety Company

Signature: *Linda C. Piepenburg*
Name and Title: Linda C. Piepenburg, Attorney in Fact



(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER: Agent

Insurance Planners of Hutchinson, Inc.
201 Main Street S.
Hutchinson, MN 55350

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

1 The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 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 Paragraph 4; and
- 6.3 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.

7 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

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 Company: _____ _____ Address: _____ _____ Name and Title: _____ Signature: _____	(Corporate Seal)	SURETY Company: _____ _____ Address: _____ _____ Name and Title: _____ Signature: _____	(Corporate Seal)
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accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 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.

9 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 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.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



PAYMENT BOND

The American Institute of Architects, AIA Document No. A312 (December, 1984 Edition). Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Independent Emergency Services, LLC
235 Franklin Street SW
Hutchinson, MN 55350

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201

OWNER (Name, Address & Representative Name):
City of Eden Prairie, Minnesota
8080 Mitchell Road
Eden Prairie, MN 55344

CONSTRUCTION CONTRACT
Date: 02/23/2015
Amount: \$257,164.00
Description (Name and Location): Next Generation 9-1-1- System

BOND
Date (Not earlier than Construction Contract Date): 02/24/2015
Amount: \$257,164.00
Modifications to this Bond: None See Page 2

CONTRACTOR AS PRINCIPAL

Company: Independent Emergency Services, LLC (Corporate Seal)

SURETY

Company: Old Republic Surety Company



Signature: [Handwritten Signature]
Name and Title: Cliff Woodbury Manager

Signature: [Handwritten Signature]
Name and Title: Linda C. Piepenburg, Attorney In Fact

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:
Insurance Planners of Hutchinson, Inc.
201 Main Street S.
Hutchinson, MN 55350

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

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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.)

(Corporate Seal)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

**PLEASE INSERT IN THE POWER-OF-ATTORNEY SECTION OF YOUR BOND KIT
(INDIVIDUAL ACKNOWLEDGMENT)**

STATE OF _____)
) SS
 COUNTY OF _____)

On the _____ day of _____, _____, before me, a Notary Public within and for said county, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument, as Principal, and acknowledged to me that he executed the same as his free act and deed.

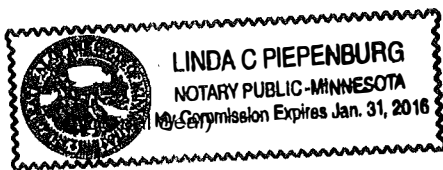
 Notary Public _____ County _____
 My Commission Expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota)
) SS
 COUNTY OF Meeker)

On the 24th day of February, 2015, before me, personally appeared Cliff Woodburg to me known, who being by me duly sworn, did depose and say that he resides in Newellm, Minnesota, that he is the Manager President of the Independent Emergency Services the corporation described in and which executed the foregoing instrument; that 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 he signed his name thereto by like order.

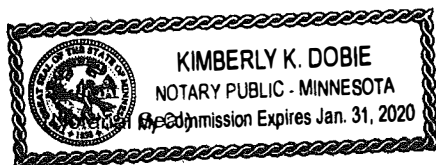


Linda Piepenburg
 Notary Public Linda Piepenburg County meeker
 My Commission Expires 1-31-16

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
) SS
 COUNTY OF McLeod)

On this 24th day of February, 2015, before me appeared Linda C. Piepenburg to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in 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.



Kimberly Dobie
 Notary Public Kimberly Dobie County McLeod
 My Commission Expires 1-31-2020

INSTRUCTIONS

Most Bonds Filed In Illinois Require The Signature Of The Principal To Be Acknowledged By A Notary Public. Also, The Signature Of The Attorney-In-Fact Should Be Acknowledged By A Notary Public. On The Bond Form Itself There Should Be Two Witnesses To The Signature Of The Principal And Two Witnesses To The Attorney-In-Fact.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JEFFREY F. BORKENHAGEN, TERI A. LAGHERMEIER, CANDACE G CARLSON, LINDA C PIEPENBURG, OF HUTCHINSON, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27TH day of JANUARY, 2015.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 27TH day of JANUARY, 2015, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-3094

Signed and sealed at the City of Brookfield, WI this 24th day of February, 2015.



Teri A. Laghermeier
Assistant Secretary

INS. PLANNERS OF HUTCHINSON

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

CITY COUNCIL AGENDA		DATE: March 31, 2015
SECTION: Consent Calendar		
DEPARTMENT/DIVISION: Paul Sticha, Administration, Facilities	ITEM DESCRIPTION: Award Contractor for Connection of City Center Standby Generator to West Electrical Service	ITEM NO.: VIII.D.

Requested Action

Move to: Award the contract for reconfiguration of electrical switchgear and connection of the standby generator in the City Center building to Prairie Electric.

Synopsis

	<u>Base Bid</u>
Egan Electrical	\$99,460
Gilbert Electrical	\$132,315
Prairie Electric	\$85,980

Background Information

The Facilities Department issued a Request for Proposal for a design/build quote to connect the standby generator at City Center. \$80,000 is budgeted for the project. This generator will provide electrical power to the west electrical service in the event of loss of utility power to that service, which includes the Education Center, SuperValu, the vacancy and the Garden Room. The generator was a large contributor to SuperValu's decision to locate at City Center.

Each contractor that submitted a proposal had a different strategy for wiring configuration, using existing electrical components (switchgear) and the generator connection. Egan's and Gilbert's proposals abandoned more existing switchgear and quoted more new gear, while Prairie Electric used more of the existing gear, resulting in the lowest quote.

Attachments

- Construction Contract
- Proposal

Prairie Electric

ELECTRICAL CONTRACTORS CO., INC.

6595 Edenvale Blvd.
Suite #120
Eden Prairie, MN 55346

Phone 952-949-0074
Fax 952-949-0174
www.prairieelectric.com

Proposal

To: Paul Sticha
Company: City of Eden Prairie
E-Mail:

From: Brent Fritz
Company: Prairie Electric Company

Date: 02-25-2015

Number of Pages: 1

Subject: Standby Generator Project

Paul,

We are pleased to offer the following electrical quotation for your consideration and review, as per the request for proposal.

- Electrical Permit
- Demo as required
- Furnish and install
 - 1 – 3000Amp rated transfer switch
 - 1 – Addition to existing switchgear
 - 1 - All required new Copper conductors
 - 1 – Real-time amp meter to monitor generator output
 - 1 – Connection from new meter to BAS system
 - 1 –test of Generator and new transfer switch
 - 1 – Training on new equipment

Total: \$85,980.00

Notes and Exclusions

- * *The majority of work will be done on a weekend; we estimate a 12 hour shutdown*
- * *The existing door and frame to the electrical room will need to be removed to allow access for the new switchgear*
- * *Salvage value of the existing transfer switch will be deducted for the bid total once it is removed and the value is determined.*

If you have any questions regarding this quotation please don't hesitate to call.
Sincerely,
Brent Fritz
Project Manager

Standard Construction Contract

This Contract ("Contract") is made on the 31st day of March, 2015, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Prairie Electric Company Inc, a Minnesota corporation (hereinafter "Contractor") whose business address is 6595 Edenvale Blvd., Suite #120, Eden Prairie, MN 55346.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Contract is to set forth the terms and conditions for the provision of services by Contractor for reconfiguring electrical switchgear and connection of a standby generator at City Center, hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work/Proposal.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached proposal dated Feb 25, 2015. The terms of this Contract shall take precedence over any provisions of the Contractor's proposal and/or general conditions.
2. **Time of Commencement and Completion.** The Work to be performed under this Contract shall be commenced immediately after execution of this Contract. The Work shall be completed by June 30, 2015.
3. **Compensation for Services.** City agrees to pay the Contractor a fixed sum of \$85,980.00 as full and complete payment for the labor, materials and services rendered pursuant to this Contract and as described in contractor's proposal.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
4. **Method of Payment.** The Contractor shall submit to the City, on a monthly basis, an itemized invoice for services performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to the City.
 - a. Invoices. Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Contractor shall provide an itemized listing and such

documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract. Each invoice shall be accompanied by general lien waiver and further lien waivers from all subcontractors on the project waiving liens for work for which payment was requested by Contractor and paid for by City on the preceding invoice.

- b. **Claims.** To receive any payment on this Contract, pursuant to Minn. Stat. 471.38, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
 - c. **Final Payment.** Contractor's request for final payment shall be accompanied by Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and the City accepts the Work in writing. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of Application for Final Payment.
 - d. **Income Tax Withholding.** No final payment shall be made to the Contractor until the Contractor has provided satisfactory evidence to the City that the Contractor and each of its subcontracts has complied with the provisions of Minn. Stat. Section 290.92 relating to withholding of income taxes upon wages. A certificate by the Commissioner of Revenue shall satisfy this requirement.
5. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
 6. **Project Manager.** The Contractor has designated Brent Fritz to Manage the Work. He shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the designated manager without the approval of the City.
 7. **Condition and Inspection.** All goods and other materials furnished under this Contract shall be new and in current manufacture, unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with this Contract. All goods and work not conforming to these requirements shall be considered defective. Goods shall be subject to inspection and testing by the City. Defective goods or goods not in current manufacture may be returned to the Contractor at the Contractor's expense.

8. **Correction of Work.** The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform under this Contract whether observed before or after completion of the Work and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.
9. **Warranty.** The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Contract and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Contract, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Contract, at law or in equity.

Should any defects develop in the materials, workmanship or operation of the system within the specified period, upon notice from the City, the Contractor agrees, within ten (10) calendar days after receiving written notice and without expense to the City, to repair, replace and in general to perform all necessary corrective Work with regard to the defective or nonconforming Work or materials to the satisfaction of the City. THE FOREGOING SHALL NOT IN ANY MANNER LIMIT THE CITY'S REMEDY OR THE CONTRACTOR'S LIABILITY TO THOSE DEFECTS APPEARING WITHIN THE WARRANTY PERIOD. The Contractor agrees to perform the Work in a manner and at a time so as to minimize any damages sustained by the City and so as to not interfere with or in any way disrupt the operation of the City or the public.

The corrective Work referred to above shall include without limitation, (a) the cost of removing the defective or nonconforming Work and materials from the site, (b) the cost of correcting all Work of other Contractors destroyed or damaged by defective or nonconforming Work and materials including the cost of removal of such damaged Work and materials from the site, and (c) the cost of correcting all damages to Work of other Contractors caused by the removal of the defective or nonconforming Work or materials.

The Contractor shall post bonds to secure the warranties.

10. **Private Property.** The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the City. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work.
11. **Removal of Construction Equipment, Tools and Supplies.** At the termination of this Contract, before acceptance of the Work by the City, the Contractor shall remove all of Contractor's equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove them and deduct the cost of removal from any amount owed to Contractor.
12. **Suspension of Work by City.** The City may at any time suspend the Work, or any part thereof, by giving ten (10) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to resume. If the City's suspension of all or part of the Work causes additional

expenses not due to the fault or negligence of the Contractor, the City shall reimburse the Contractor for the additional expense incurred due to suspension of the work. Claims for such compensation, with complete substantiating records, shall be filed with the City within ten (10) days after the date of order to resume Work in order to receive consideration. This paragraph shall not be construed as entitling the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety or sureties specified herein, for suspension made at the request of the Contractor, or for any other delay provided for in this Contract.

13. **City's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract or fails to perform any provisions of the Contract, the City may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the City may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.
14. **City's Right to Terminate Contract and Complete the Work.** The City has the right to terminate this Contract for any of the following reasons:
- a. The Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or becomes insolvent;
 - b. Failure of Contractor to supply adequate properly skilled workmen or proper materials;
 - c. Failure of Contractor to make prompt payment to subcontractor for material or labor;
 - d. Any disregard of laws, ordinances or proper instructions of the City;
 - e. Assignment or work without permission of the City;
 - f. Abandonment of the work by Contractor;
 - g. Failure to meet the work progress schedule set forth in this Contract;
 - h. Unnecessary delay which, in the judgment of the City, will result in the work not being completed in the prescribed time.

Termination of the Contract shall be preceded by ten (10) days written notice by the City to the Contractor and its surety stating the grounds for termination and the measures, if any, which must be taken to assure compliance with the Contract. The Contract shall be terminated at the expiration of such ten (10) day period unless the City Council shall withdraw its notice of termination.

Upon termination of the Contract by the City, the City may, without prejudice to any other remedy the City may have, take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the City may deem expedient at the Contractor's expense.

Upon Contract termination, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, the excess shall be paid to the Contractor. If such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.

In the event that the Contractor abandons the Work, fails or refuses to complete the Work or fails to pay just claims for labor or material, the City reserves the right to charge against the Contractor all legal, engineering, or other costs resulting from such abandonment, failure or refusal. Legal costs will include the City's cost of prosecuting or defending any suit in

connection with such abandonment, failure or refusal, and non-payment of claims wherein the City is made co-defendant, and the Contractor agrees to pay all costs, including reasonable attorney's fees.

15. **Contractor's Right to Terminate Contract.** The Contractor may terminate this Contract upon ten (10) days written notice to the City for any of the following reasons:
 - a. If an order of any court or other public authority caused the Work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or its employees.
 - b. If the City should fail to pay any undisputed sum owed Contractor within forty-five (45) days after the sum becomes due.

16. **Performance and Payment Bonds.** The Contractor shall post a Performance and Payment Bond each in an amount equal to one hundred percent (100%) of the payments due Contractor to insure the prompt and faithful performance of this Contract by Contractor and to insure prompt payment to the subcontractor and suppliers of the Contractor. The Bonds shall be in a form approved by the City. Contractor shall provide the Bond to the City before commencing work and together with the executed contract document. If the Performance and/or Payment Bond are not submitted as provided herein, this Contract shall be considered void.

[BONDS ARE REQUIRED FOR A CONSTRUCTION CONTRACT THAT IS \$100,000 OR MORE; THEY ARE OPTIONAL FOR ANY CONTRACT THAT IS LESS THAN \$100,000]

17. **Subcontractor.** The Contractor shall bind every subcontractor and every subcontractor shall agree to be bound by the terms of this Contract as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The Contractor shall pay any subcontractor involved in the performance of this Contract within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor. If the Contractor fails within that time to pay the subcontractor any undisputed amount for which the Contractor has received payment by the City, the Contractor shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. 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 interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

18. **Independent Contractor.** Contractor is an independent contractor engaged by City to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Contract, who shall be employees, and under the direction, of Contractor and in no respect employees of City, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of City, or otherwise bind or obligate City. No statement herein shall be construed so as to find the Contractor an employee of the City.

19. **Notice.** Required notices to the Contractor shall be in writing, and shall be either hand-delivered to the Contractor, its employees or agents, or mailed to the Contractor by certified mail at the following address:

Brent Fritz
Prairie Electric Co. Inc.
6595 Edenvale Blvd., Suite 120
Eden Prairie, MN 55346

Notices to the City shall be in writing and shall be either hand-delivered or mailed to the City by certified mail at the following address:

Paul Sticha
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

20. **Insurance.**

- a. **General Liability.** Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, required by law, or the insurance coverage actually obtained by Contractor, whichever is greater.
- b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.)

Umbrella or Excess Liability \$1,000,000

- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- d. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- e. All policies, except the Worker's Compensation Policy, shall name the "City of Eden Prairie" as an additional insured on ISO forms CG 20 10 07 04 or CG 20 10 04 13; and CG 20 37 07 04 or CG 20 37 04 13, or their equivalent.
- f. All policies shall apply on a "per project" basis.
- g. All policies shall contain a waiver of subrogation in favor of the City.
- h. All policies shall be primary and non-contributory.
- i. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Contract.
- j. Contractor agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following City's written acceptance of the Work.
- k. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to the City.
- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.** Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents

evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

- o. **Effect of Contractor's Failure to Provide Insurance.** If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

- i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

21. Indemnification. Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Contract by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Contract. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

22. Ownership of Documents. All plans, diagrams, analyses, reports and information generated in connection with the performance of the Contract ("Information") shall become the property of the City, but Contractor may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Contractor

also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Contract does not relieve any liability on the part of the Contractor, but any use of the Information by the City or the Contractor beyond the scope of this Contract is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

23. **Non-Discrimination.** During the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

24. **Mediation.** Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Eden Prairie unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

25. **Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this Contract which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Contract are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. This Contract is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Contract is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Contract shall contain similar Data Practices Act compliance language.

26. **Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
27. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
28. **Damages.** In the event of a breach of the Contract by City, the Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
29. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Contract or thereafter of any of the rights or remedies of the City under this Contract.
30. **Severability.** The provisions of this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.
31. **Entire Agreement.** The entire agreement of the parties is contained herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
32. **Waiver.** No action nor failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
33. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.
34. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void.
35. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.
36. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of Work to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the Work to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

Executed as of the day and year first written above.

CITY OF EDEN PRAIRIE

Nancy Tyra-Lukens, Its Mayor

Rick Getschow, Its City Manager

PRAIRIE ELECTRIC CO. INC.

By:

Its: _____

CITY COUNCIL AGENDA SECTION: Consent Agenda		DATE: March 31, 2015
DEPARTMENT/DIVISION: Leslie Stovring Engineering	ITEM DESCRIPTION: IC 05-5658 Approve the Standard Agreement for Contract Services with Republic Services for the Annual City Drop Off	ITEM NO.: VIII.E.

Requested Action

Move to: Approve the Standard Agreement for Contract Services with Republic Services for assisting with the Annual City Drop Off at a cost not to exceed \$40,000.

Synopsis

The City of Eden Prairie has provided a one-day event for residents to drop off waste materials since 1995. Allied Waste has partnered with the City since the beginning to provide services during this event. Since that time attendance has gradually increased and the costs associated with the cleanup have also increased. The costs have been consistently above \$20,000. The attached proposal includes a per unit estimate for an estimated cost of \$20,000 to \$40,000 depending on attendance. The costs for the cleanup are paid out of the annual recycling grant that the City receives from Hennepin County. Any amounts above what can be paid from the grant (approximately \$25,000) would be paid out of the stormwater utility fund.

Background Information

The City began providing a cleanup in 1995 with a few basic items, such as such as yard waste, construction debris, general household trash and recyclables. In 2002 the cleanup was moved to the Hennepin Technical College as the Allied Waste facility could no longer handle the number of people that came to the event. The change also allowed the City to increase the number and types of materials and now includes charitable donations, bicycle recycling, yard waste, scrap metal, appliances, electronics, tires, fluorescent bulbs and propane tanks. Attendance has increased from approximately 500 households in the 1990's to approximately 1,670 in 2014 for a total cost to the city of \$24,769.37.

Nominal fees are charged for appliances, electronics and some miscellaneous items such as propane tanks and tires to help cover costs. However, yard waste, furniture, trash, steel and many general trash items can be dropped off at no charge. This year the City is working on finding a local group to provide food and beverages as a fund raiser during the event.

Attachment

Republic Services Agreement

Standard Agreement for Contract Services

This Agreement ("Agreement") is made on the 27th day of January, 2015, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Republic Services, (hereinafter "Contractor") whose business address is 9813 Flying Cloud Drive, Eden Prairie, MN 55347

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of services by Contractor for _____

The Eden Prairie Clean Up Services

hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. The terms of this Agreement shall take precedence over any provisions of the Contractor's proposal and/or general conditions.
2. **Effective Date and Term of Agreement.** This Agreement shall become effective as of May 12, 2015.

The Work shall be completed by June 21, 2015

3. **Obligations of Contractor.** Contractor shall conform to the following obligations:
 - a. Contractor shall provide the materials and services as set forth in Exhibit A.
 - b. Contractor and its employees will park in service areas or lots and use entries and exits as designated by City. Contractor's personnel will contact the appropriate person (i.e. receptionist, maintenance personnel, security, etc.) immediately upon entering the building, and will sign in and out if required by City.
 - c. Care, coordination and communication by Contractor is imperative so that guests and employees in the buildings are not disturbed or inconvenienced during the performance of the contracted services.
 - d. Contractor's personnel must be neat appearing, wear a uniform and badge that clearly identifies them as a service contractor, and abide by City's no smoking policies.
 - e. Contractor must honor the City's request to reassign an employee for cause. Cause may include performance below acceptable standards or failure to present the necessary image or attitude, in the judgment of the owner, to present a first class operation.
 - f. When necessary, Contractor's personnel will be provided with keys or access cards in order to perform their work. Any lost keys or cards that result in rekeying a space or other cost to the City will be billed back to the Contractor.

4. **City's Obligations.** City will do or provide to Contractor the following:
 - a. Provide access to City properties as appropriate.
 - b. Provide restroom facilities as appropriate.

5. **Compensation for Services.** City agrees to pay the Contractor a not to exceed amount of \$ See attached pricing outline \$40,000.00 as full and complete payment for the labor, materials and services rendered pursuant to this Agreement and as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

6. **Method of Payment.**
 - a. Contractor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to the City.
 - b. Claims. To receive any payment on this Contract, the invoice or bill must include the following signed and dated statement: ***"I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."***
 - c. No fuel surcharges or surcharges of any kind will be accepted nor will they be paid.

7. **Project Manager.** The Contractor has designated Nathan Geldner to Manage the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the designated manager without the approval of the City.

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

9. **Insurance.**
 - a. **General Liability.** Prior to starting the Work, Contractor shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.

- b. Contractor shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$1,500,000 property damage and bodily injury per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.)
Umbrella or Excess Liability	\$1,000,000

- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.
- d. Contractor shall maintain "stop gap" coverage if Contractor obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- e. All policies, except the Worker's Compensation Policy, shall name the "City of Eden Prairie" as an additional insured on ISO forms CG 20 10 07 04 or CG 20 10 04 13; and CG 20 37 07 04 or CG 20 37 04 13, or their equivalent.
- f. All policies shall apply on a "per project" basis.
- g. All policies shall contain a waiver of subrogation in favor of the City.
- h. All policies shall be primary and non-contributory.

- i. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Agreement.
- j. Contractor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.
- k. It shall be Contractor's responsibility to pay any retention or deductible for the coverages required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days' prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days' prior notice to the City.
- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- n. **A copy of the Contractor's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor's Work.** Upon request a copy of the Contractor's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof shall not relieve Contractor from, nor be deemed a waiver of, City's right to enforce the terms of Contractor's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- o. **Effect of Contractor's Failure to Provide Insurance.** If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity shall

be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Contractor to:

- i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. **Indemnification.** Contractor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Contractor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Contractor, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Contractor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

11. **Termination.**

- a. This Agreement may be terminated at any time by either party for breach or non-performance of any provision of this Agreement in accordance with the following. The party ("notifying party") who desires to terminate this Agreement for breach or non-performance of the other party ("notified party") shall give the notified party notice in writing of the notifying party's desire to terminate this Agreement describing the breach or non-performance of this Agreement entitling it to do so. The notified party shall have five (5) days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Agreement shall automatically terminate.
- b. Upon the termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, Contractor shall have the right, within a reasonable time after such termination to remove from City's premises any and all of Contractor's equipment and other property. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Agreement shall cease upon such termination. Any prior liability of a party shall survive termination of this Agreement.
- c. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any warrant, attachment, levy or similar process involving Contractor, City may, at its option in

addition to any other remedy to which City may be entitled, immediately terminate this Agreement by notice to Contractor, in which event, this Agreement shall terminate on the notice becoming effective.

12. **Notice.** Required notices to the Contractor shall be in writing, and shall be either hand-delivered to the Contractor, its employees or agents, or mailed to the Contractor by certified mail at the following address:

Republic Services _____
9813 Flying Cloud Drive _____
Eden prairie, MN 55347 _____

Notices to the City shall be in writing and shall be either hand-delivered or mailed to the City by certified mail at the following address:

Leslie A. Stovring, Environmental Coordinator
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

13. **Independent Contractor.** Contractor is an independent contractor engaged by City to perform the services described herein and as such (i) shall employ such persons as it shall deem necessary and appropriate for the performance of its obligations pursuant to this Agreement, who shall be employees, and under the direction, of Contractor and in no respect employees of City, and (ii) shall have no authority to employ persons, or make purchases of equipment on behalf of City, or otherwise bind or obligate City. No statement herein shall be construed so as to find the Contractor an employee of the City.
14. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
15. **Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements

of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

16. **Non-Discrimination.** During the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
17. **Conflicts.** No salaried officer or employee of the City and no member of the Council, or Commission, or Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the agreement void.
18. **Employees.** Contractor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Contractor prior to termination of this Agreement and for one (1) year thereafter, without prior written consent of the former employer in each case.
19. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
20. **Damages.** In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
21. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Agreement or thereafter of any of the rights or remedies of the City under this Agreement.
22. **Mediation.** Each dispute, claim or controversy arising from or related to this agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Eden Prairie unless another

location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

- 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
- 24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.
- 25. **Waiver.** No action nor failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 26. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
- 27. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

Executed as of the day and year first written above.

CITY OF EDEN PRAIRIE

Mayor

City Manager

CONTRACTOR

By: Tom Chazan

Its: GM



January 28, 2015

City of Eden Prairie
Leslie Stovring
Environmental Coordinator
8080 Mitchell Road
Eden Prairie, MN 55344-4485

Dear Leslie:

Republic Services would like to thank you for allowing us the opportunity to be the operator of this year's City of Eden Prairie Clean Up. The information below is a breakdown of the pricing for your clean up.

Feel free to contact me directly at 952-946-5330 if you have any questions. Thank you!

Sincerely,

Rich Hirstein

Rich Hirstein
Municipal Services Manager

Spring Clean Up: June 20, 2015
City of Eden Prairie

BASE SERVICE CHARGES

Construction Material	\$50.00 per ton disposal \$2.00/ton tax		
Yard Waste	\$42.00 per ton disposal No tax		
Household Trash	\$55.00 per ton disposal 9% Hennepin County Tax 9.75% State Tax		
Furniture	\$13.00 per piece 9% Hennepin County Tax 9.75% State Tax		
Scrap Metal	=	No Charge	
Recycling Materials	=	No Charge	
Labor	=	35 Employees at \$300.00 per employee	
Operational Expense: (trucks, containers, etc.)	=	\$3,100.00	

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		March 31, 2015
DEPARTMENT/DIVISION:	ITEM DESCRIPTION: IC 11-5793	ITEM NO.: VIII.F.
Public Works / Engineering Mary Krause	Award Contract for the Pioneer Trail Landscape Project (between Flying Cloud Dr. and Shetland Rd.) to Autumn Ridge Landscaping	

Requested Action

Move to: Adopt resolution awarding contract for I.C. 11-5793, Pioneer Trail Landscape Project (between Flying Cloud Drive and Shetland Road) to Autumn Ridge Landscaping in the amount of \$140,052.

Synopsis

Sealed bids were received Thursday March 12, 2015 for this project. Five bids were received and are summarized in the attached Recommendation Letter. Bids for this project were initially solicited in August of 2014 with the submission of only one bid that resulted in the City Council rejecting that bid August 19, 2014. The plans were revised to eliminate landscaping of the Cummins Grill House (this landscaping was installed separately through the Parks & Recreation Division). As noted in the Recommendation Letter, the current bid prices are approximately 17% below the Engineers Estimate.

Background Information

Hennepin County substantially completed the roadway construction of Pioneer Trail (CSAH No. 1) between Flying Cloud Drive and Shetland Road in 2011. The landscape project will be financed mainly through Hennepin County funds consistent with Construction Cooperative Agreement No. PW 16-49-07 between Hennepin County and the City of Eden Prairie. The agreement indicates that Hennepin County will pay for the landscaping project and associated engineering costs (18% of the landscaping costs) up to \$198,240. The total engineering, inspection and installation project costs should be less than \$198,240. Municipal State Aid funds may be used for any additional costs beyond the county's costs if needed.

Attachments

- SRF Consulting Group's Recommendation Letter
- Bid Tab
- Resolution

To: Mary Krause
Senior Project Engineer
City of Eden Prairie

From: Tim Wold, SRF Consulting Group

Date: March 23, 2015

Subject: Pioneer Trail (CSAH 1) Landscape Enhancements

Bids were originally solicited for the Pioneer Trail (CSAH 1) Landscape Enhancements in August of 2014. One bid was received and was substantially higher than the estimate. After discussing the project with the plan holders, it was determined that reducing the project scope and rebidding in early 2015 would likely result in heightened contractor interest and lower project costs.

Sealed bids were again received for the project and opened on Thursday, March 12, at the City of Eden Prairie Council chambers. A total of five bids were received. All bids have been reviewed and checked. The bids are tabulated below in order of value.

CONTRACTOR	TOTAL BID
1. Autumn Ridge Landscaping	\$140,052.00
2. Hoffman & McNamara	\$143,975.00
3. Greenscape Companies, Inc.	\$168,275.00
4. Cedar Ridge Landscaping	\$182,577.00
5. Urban Companies	\$183,650.00
Engineers Estimate	\$169,260.00

The low bid, submitted by Autumn Ridge Landscaping, is roughly 17% lower than the estimate. The difference between the first two bids is 2.7%. The difference between the low and high bids is 23.7%.

Given the number of bids received and the close range between the first two proposals, it is our recommendation to award the Contract to the apparent low bidder, Autumn Ridge Landscaping in the amount of \$140,052.00. Please contact us with any questions or concerns regarding this project.

TW/gjd

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BID ABSTRACT (REBID 3/12/2015)					AUTUMN RIDGE		HOFFMAN & MCNAMARA		GREENSCAPE COMPANIES INC.		CEDAR RIDGE LANDSCAPING		URBAN COMPANIES	
PROPOSAL LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	2021.501	MOBILIZATION	LUMP SUM	1	\$2,000.00	\$2,000.00	\$9,100.00	\$9,100.00	\$2,500.00	\$2,500.00	\$5,201.00	\$5,201.00	\$19,000.00	\$19,000.00
2	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$10,500.00	\$10,500.00	\$500.00	\$500.00	\$1,600.00	\$1,600.00	\$6,000.00	\$6,000.00	\$30,000.00	\$30,000.00
3	2571.501	CONIFEROUS TREE 6' B&B (BLACK HILLS SPRUCE)	TREE	38	\$374.00	\$14,212.00	\$447.00	\$16,986.00	\$600.00	\$22,800.00	\$417.00	\$15,846.00	\$350.00	\$13,300.00
4	2571.501	CONIFEROUS TREE 6' B&B (EASTERN WHITE PINE)	TREE	1	\$450.00	\$450.00	\$467.00	\$467.00	\$500.00	\$500.00	\$417.00	\$417.00	\$350.00	\$350.00
5	2571.502	DECIDUOUS TREE 2.5' B&B (ACCOLADE ELM)	TREE	25	\$486.00	\$12,150.00	\$482.00	\$12,050.00	\$525.00	\$13,125.00	\$623.00	\$15,575.00	\$500.00	\$12,500.00
6	2571.502	DECIDUOUS TREE 2.5' B&B (AUTUMN BLAZE MAPLE)	TREE	68	\$450.00	\$30,600.00	\$504.00	\$34,272.00	\$600.00	\$40,800.00	\$685.00	\$46,580.00	\$500.00	\$34,000.00
7	2571.502	DECIDUOUS TREE 2.5' B&B (NEW HORIZON ELM)	TREE	10	\$486.00	\$4,860.00	\$482.00	\$4,820.00	\$600.00	\$6,000.00	\$623.00	\$6,230.00	\$500.00	\$5,000.00
8	2571.502	DECIDUOUS TREE 2.5' B&B (SWAMP WHITE OAK)	TREE	10	\$486.00	\$4,860.00	\$512.00	\$5,120.00	\$600.00	\$6,000.00	\$664.00	\$6,640.00	\$500.00	\$5,000.00
9	2571.503	ORNAMENTAL TREE 2.5' B&B (AUTUMN BRILLIANCE SERVICEBERRY)	TREE	12	\$561.00	\$6,732.00	\$477.00	\$5,724.00	\$600.00	\$7,200.00	\$561.00	\$6,732.00	\$500.00	\$6,000.00
10	2571.503	ORNAMENTAL TREE 2.5' B&B (JAPANESE TREE LILAC)	TREE	11	\$524.00	\$5,764.00	\$462.00	\$5,082.00	\$575.00	\$6,325.00	\$664.00	\$7,304.00	\$500.00	\$5,500.00
11	2571.503	ORNAMENTAL TREE 2.5' B&B (KENTUCKY COFFEETREE)	TREE	11	\$561.00	\$6,171.00	\$504.00	\$5,544.00	\$575.00	\$6,325.00	\$747.00	\$8,217.00	\$500.00	\$5,500.00
12	2571.503	ORNAMENTAL TREE 2.5' B&B (PRAIRIE FIRE FLOWERING CRAB)	TREE	36	\$374.00	\$13,464.00	\$462.00	\$16,632.00	\$575.00	\$20,700.00	\$561.00	\$20,196.00	\$500.00	\$18,000.00
13	2571.503	ORNAMENTAL TREE 2.5' B&B (QUAKING ASPEN)	TREE	9	\$561.00	\$5,049.00	\$462.00	\$4,158.00	\$600.00	\$5,400.00	\$561.00	\$5,049.00	\$500.00	\$4,500.00
14	2571.503	ORNAMENTAL TREE 2.5' B&B (RIVER BIRCH)	TREE	10	\$524.00	\$5,240.00	\$504.00	\$5,040.00	\$600.00	\$6,000.00	\$603.00	\$6,030.00	\$500.00	\$5,000.00
15	2571.503	ORNAMENTAL TREE 2.5' B&B (SPRING SNOW FLOWERING CRAB)	TREE	40	\$450.00	\$18,000.00	\$462.00	\$18,480.00	\$575.00	\$23,000.00	\$664.00	\$26,560.00	\$500.00	\$20,000.00
		TOTAL BID				\$140,052.00		\$143,975.00		\$168,275.00		\$182,577.00		\$183,650.00

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 15 -

**RESOLUTION ACCEPTING BID FOR PIONEER TRAIL LANDSCAPE PROJECT
(BETWEEN FLYING CLOUD DRIVE AND SHETLAND ROAD)
IMPROVEMENT PROJECT
I.C. 11-5793**

WHEREAS, pursuant to an advertisement for bids for the following improvement:

I.C. 11-5793: Pioneer Trail Landscape (between Flying Cloud Drive and Shetland Road)
Improvement Project

bids were received, opened and tabulated according to law. Those bids received are shown on the attached Consultant Recommendation Letter; and

WHEREAS, the City Engineer recommends award of Contract to

Autumn Ridge Landscaping

as the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Eden Prairie City Council as follows:

The Mayor and City Manager are hereby authorized and directed to enter in a Contract with Autumn Ridge in the name of the City of Eden Prairie, in the amount of \$140,052.00, in accordance with the plans and specifications thereof approved by the Council and on file in the office of the City Engineer.

ADOPTED by the Eden Prairie City Council on March 31, 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

SEAL

Kathleen Porta, City Clerk

CITY COUNCIL AGENDA		DATE: March 31, 2015
SECTION: Consent Calendar		
SERVICE AREA: Paul Schlueter Public Works / Fleet Services	ITEM DESCRIPTION: 2015 Sign Service Truck Purchase	ITEM NO.: VIII.G.

Requested Action

Move to: Approve purchase of a new sign maintenance service truck off the State of Minnesota Cooperative Purchasing Venture in the amount of \$114,370.07.

Synopsis

The Equipment Replacement Fund was developed by Fleet Services to provide a 15-year projection of equipment needs and a corresponding replacement schedule for each vehicle. The City’s previous sign service truck was a 2001 Freightliner that had become obsolete and was sold at auction in October 2014. The scheduled replacement for this vehicle was not expected until the 2016 calendar year but staff is requesting authorization to acquire this replacement vehicle 6 months early. Staff is requesting authorization to purchase a new sign service truck for \$114,370.07. Public Works staff has finalized the specifications and details of this purchase and that information is included in the attached Schedule. Funds for this purchase are available through the Internal Equipment Service Fund reserve and will not impact the 2015 budget. The Internal Equipment Service Fund reserve allows the City to balance out annual spending and eliminate the spikes and valleys that can occur with high value equipment purchases.

The City of Eden Prairie Public Works/ Fleet Services participates in the State of Minnesota Cooperative Purchasing Venture (CPV). This enables the City to buy goods and services under the terms of contracts already negotiated by the State of Minnesota. Joint Powers Agreements as listed in the City of Eden Prairie purchasing policy are also utilized. This new chassis and service body will be purchased using the State of Minnesota CPV program.

Attachments

- New Sign Service Truck Specifications and Pricing

2015 Cab & Chassis Sign Truck

2015 Ram 5500

Code:

Option Description:

Price:

Code:	Option Description:	Price:
DP5L64	Ram 5500 Reg Cab, 2WD, 168" WB, 84"CA, 6.4L HD HEMI	\$29,146.92
DF3	6 Speed Automatic Transmission	\$0.00
27A	Tradesman Package	\$0.00
AJW	Power Accessory Group	\$531.00
LBV	Power Take off Prep-Left Side	\$251.00
BAJ	220 Amp Alternator (Incl in AH2)	\$0.00
XAC	Rear Backup Camera	\$336.00
LM1	Daytime Running lamps	\$43.00
XXS	Electronic Monitoring Module (Incl w/ AH2)	\$0.00
AH2	Ambulance Prep Group	\$378.00
V9X8	Cloth Bench Seat	\$242.00
XHC	Trailer Brake Controller	\$196.00
	2 Extra Keys	\$190.00

Cab & Chassis Total: \$31,313.92

Sign Service Body & Crane: \$80,985.00

Sales Tax & License: \$2,071.15

Package Total: \$114,370.07

TRUCK UTILITIES

INC

2770 5th Avenue South
Fargo, ND 58103

2370 English Street
St Paul, MN 55109

5320 Kansas Avenue
Kansas City, KS 66106

March 13, 2015

City of Eden Prairie
Attn: Paul Schlueter

I am pleased to quote an aluminum sign body with equipment mounted on a Dodge 5500 4x2 chassis, gas powered.

Body

- Body version 8 made of aluminum tread plate with swing style doors \$37,934.00
- Crane reinforcement in CS#1 \$ 2,074.00
- Support structure for ceiling and floor for reels and tanks \$ 210.00
- Move sign storage to curbside compartments and lower bottom of compartments over the wheels to load floor level. Move opening of left compartment at rear of body to street side. \$ N/C
- Aluminum cone holder mounted on bumper left side \$ 250.00
- Post pounder holder in bumper right bumper \$ 200.00
- Dimensions 3000w pure sine wave inverter \$ 3,870.00
- Duplex at rear of body, duplex whip in cab, and another duplex In body compartment(to be determined) \$ 555.00
- LED 4" round flush mount amber strobe, 2 pair at rear of body \$ 1,050.00
- Whelen TAL85 directional traffic advisor, mounted on bulk head \$ 1,500.00
- Mount TAL85 on front bulk head of body \$ 250.00
- LED grill strobes, one pair \$ 525.00
- Whelen L32 LED amber strobe, 360 degree. Mounted on bulk head \$ 630.00
- Remount chassis back up camera \$ 500.00
- Trailer connector, 7 pin \$ 100.00
- American Eagle drawer in CS#2 \$ 1,910.00
- Installation of drawer set in CS#2 \$ 200.00

All amber will be wired to one switch
Inverter wired to switch

Crane 4004i elect/hyd

- IMT 4004i elect/hydraulic crane, 4000# cap One hydraulic one manual extension to 16' \$13,890.00
- Installation of crane \$ 748.00
- Proportional radio remote \$ 1,225.00
- Manual out crank down outriggers \$ 2,109.00
- Installation kit, elect crane \$ 347.00

- Boom support \$ 523.00
- Additional chassis leaf \$ 885.00
- Electronic throttle controls \$ 443.00
- PTO/pump combination \$ 3,256.00
- Selector valve \$ 801.00
- Hydraulic oil reservoir \$ 1,193.00
- Boom mounted hydraulic twin hose reel w/ 4-way valve \$ 3,807.00

Build Total \$80,985.00

Thank you
Prices do not include any applicable tax
FOB St Paul, MN 55109
Please contact me if you have any questions,



Paul Warner
Sales Engineer
651-393-2274
paulw@truckutilities.com

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Agenda		March 31, 2015
DEPARTMENT/DIVISION: Leslie Stovring Engineering	ITEM DESCRIPTION: IC# 07-5707 Approve a Grant Agreement with the Metropolitan Council for the Riley Creek Water Quality Creek Monitoring Station	ITEM NO.: VIII.H.

Requested Action

Move to: Approve a Grant Agreement with Metropolitan Council Environmental Services to provide tasks associated with monitoring and maintaining the Riley Creek water quality monitoring station.

Synopsis

Metropolitan Council Environmental Services has requested that the City of Eden Prairie agree to collect samples from and maintain the equipment for the Riley Creek water quality monitoring station south of Flying Cloud Drive. These samples will monitor the creek health and allow the City to track the success of water quality improvement projects within the creek. The funds for the monitoring will be paid in part by a grant by the Metropolitan Council (\$5,000). Remaining costs will be paid out of the stormwater utility fund.

Background Information

The Riley Creek water quality monitoring station south of Flying Cloud Drive was installed by Metropolitan Council to monitor the health of Riley Creek prior to flowing into the Minnesota River. The City started contracting for monitoring and maintenance services with Barr Engineering in 2008. The Metropolitan Council requested that the City take on monitoring and maintenance duties associated with the station due to a lack of available staffing within the Council. The Metropolitan Council provides limited funding for the station, the amount that will be available for 2015 is \$5,000.

Riley Creek is currently listed as impaired by the State of Minnesota. The Minnesota Pollution Control Agency (MPCA) has requested that the data collected be entered into the State’s water monitoring database (STORET). This would make the data readily available to the MPCA for when they start the Total Maximum Daily Load (TMDL) study. In addition, the data collected will allow the City track the success of actions taken under our Stormwater Permit to improve the water quality of Riley Creek. The goal would be to request that the creek segment be delisted in the future.

Attachment

Attachment 1 – Grant Agreement

**GRANT AGREEMENT
BETWEEN
THE METROPOLITAN COUNCIL
AND
THE CITY OF EDEN PRAIRIE
FOR THE METROPOLITAN AREA
WATERSHED OUTLET MONITORING PROGRAM (WOMP2)**

THIS AGREEMENT is made and entered into by and between the **METROPOLITAN COUNCIL** (the "Council") and the City of Eden Prairie (the "Grantee"), each acting by and through its duly authorized officers.

WHEREAS:

1. The Metropolitan Council has been charged by the Minnesota Legislature (Minnesota Statutes, section 473.157, Water Resources Plan) with the development of target pollution loads for all Metropolitan Area watersheds.
2. A search of the available data yielded very little data adequate for use in the development of these loads.
3. On January 12, 1995 the Metropolitan Council authorized its staff to enter into grant agreements with various watershed management organizations for the collection of watershed outlet data.
4. The Council has entered into a grant agreement with the State of Minnesota (referred to in this document as the "State Grant Agreement") whereby the state agrees to provide certain funds for the purposes of the Metropolitan Area Watershed Outlet Monitoring Program.
5. The Grantee has expressed an interest in collecting water quality data at the watershed outlet.
6. The Grantee has exhibited the technical capability to conduct a watershed outlet monitoring program.
7. The Council has reviewed the Grantee's proposal and desires to assist it in the collection of data.

NOW, THEREFORE, the Council and the Grantee agree as follows:

I. GRANTEE PERFORMANCE OF GRANT PROJECT

1.01 Grant Project. The Grantee agrees to perform and complete in a satisfactory and proper manner the grant project as described in the Grantee's application for grant assistance, incorporated in this agreement by reference, and in accordance with the terms and conditions of this agreement. Specifically, the Grantee agrees to perform the specific activities described in Exhibit A ("WOMP Monitoring Work Plan") and to undertake the financial responsibilities described in Exhibit B ("WOMP Monitoring Budget and Financial Responsibilities" document), both of which are attached to and incorporated in this agreement. These activities and financial responsibilities are referred to in this agreement as the "Grant Project".

1.02 Use of Contractors. With the approval of the Council's Grant and Project Managers, the Grantee may engage contractors to perform Grant Project activities. However, the Grantee retains

primary responsibility to the Council for performance of the Grant Project and the use of such contractors does not relieve the Grantee from any of its obligations under this agreement.

1.03 Material Representations. The Grantee agrees that all representations contained in its application for grant assistance are material representations of fact upon which the Council relied in awarding this grant and are incorporated in this agreement by reference.

II. AUTHORIZED USE OF GRANT FUNDS

2.01 Authorized Uses. Grant funds may be used only for costs directly associated with Grant Project activities, as described in paragraph 1.01, and which: i) occur during the Project Activity Period specified in paragraph 6.01, and ii) are eligible expenses as listed in the Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B). Grant funds may also be used to prepare the expense report required by paragraph 5.02 of this grant agreement. No other use of grant funds is permitted.

2.02 Unauthorized Uses of Grant Proceeds. Grant funds cannot be used to purchase land, buildings, or other interests in real property, or to pay legal fees, or permit, license, or other authorization fees, unless specifically approved in advance by the Council's Grant Manager.

2.03 Project Equipment and Supplies. With approval of the Council's Project Manager, grant funds may be used to purchase or lease equipment, machinery, supplies, or other personal property directly necessary to conduct the Grant Project. The Grantee will comply with the personal property management requirements described in article VIII of this agreement, with regard to any property purchased pursuant to this paragraph.

III. GRANT AMOUNT AND DISTRIBUTION

3.01 Maximum Grant Amount. The Council shall pay to the Grantee a Maximum Grant Amount of \$5,000. Provided, however, that in no event will the Council's obligation under this agreement exceed the lesser of:

- a. the Maximum Grant Amount of \$5,000; or,
- b. the actual amount expended by the grantee on eligible expenses as specified in paragraph 2.01.

The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee in performance of the Grant Project.

3.02 Distribution of Grant Funds. Grant funds will be distributed by the Council according to the following schedule:

- a. Within ten (10) working days of Council execution of this agreement, the Council will distribute to the Grantee ninety (90%) of the Maximum Grant Amount.
- b. Upon approval of Grantee's financial report as required by paragraph 5.02, the Council will distribute to Grantee the final payment of the remainder of the Maximum Grant Amount. However, no payment will be made which would cause the distribution of grant funds to exceed the limits in paragraph 3.01. Further, if the amount already paid to Grantee by the Council pursuant to this paragraph exceeds the cumulative amount actually expended by the Grantee on eligible expenses as specified in paragraph 2.01, the Council shall notify Grantee

of the amount of over-payment. Grantee shall repay to the Council the amount of such overpayment within 30 days of receipt of such notice from the Council.

No payment will be made under this paragraph if the Grantee is not current in its reporting requirements under article V at the time the payment is due. Distribution of any funds or approval of any report is not to be construed as a Council waiver of any Grantee noncompliance with this agreement.

3.03 Repayment of Unauthorized Use of Grant Proceeds. Upon a finding by Council staff that the Grantee has made an unauthorized or undocumented use of grant proceeds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council.

3.04 Reversion of Unexpended Funds. All funds granted by the Council under this agreement that have not been expended for authorized Grant Project activities as described in paragraph 2.01 shall revert to the Council.

IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS

4.01 Documentation of Grant Project Costs. All costs charged to the Grant Project must be supported by proper documentation, including properly executed payroll and time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

4.02 Establishment and Maintenance of Grant Project Information. The Grantee agrees to establish and maintain accurate, detailed, and complete separate accounts, financial records, documentation, and other evidence relating to: i) Grantee's performance under this agreement, and ii) the receipt and expenditure of all grant funds under this agreement. The Grantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall retain intact all Grant Project information until the latest of:

- a. complete performance of this agreement; or
- b. six (6) years following the term of this agreement; or
- c. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

If the Grantee engages any contractors to perform any part of the Grant Project activities, the Grantee agrees that the contract for such services shall include provisions requiring the contractor to establish and maintain Grant Project information in accordance with the provisions of this paragraph and to allow audit of such information in accordance with paragraph 4.03.

4.03 Audit. The accounts and records of the Grantee relating to the Grant Project shall be audited in the same manner as all other accounts and records of the Grantee are audited. During the time of maintenance of information under paragraph 4.02, authorized representatives of the Council, and the Legislative Auditor and/or State Auditor in accordance with Minnesota Statutes, section 16C.05, subdivision 5, will have access to all such books, records, documents, accounting practices and procedures, and other information for the purpose of inspection, audit, and copying during normal business hours. The Grantee will provide proper facilities for such access and inspection.

V. REPORTING AND MONITORING REQUIREMENTS

5.01 Monitoring Work Plan. The WOMP Monitoring Work Plan (Exhibit A) includes the specific geographic area and watershed outlet affected by the Grant Project, the tasks to be undertaken together with schedules and the organization responsible for the tasks' costs. The Grantee Financial Responsibilities portion of the WOMP Monitoring Budget and Financial Responsibilities document (Exhibit B) lists the Grantee expenses eligible for reimbursement by the Council, subject to the

limitations of paragraph 2.01. The Grantee agrees to abide by the Monitoring Work Plan, including the Quality Control Provisions listed in the Monitoring Work Plan.

5.02 Grant Project Financial Reports. On or before January 31, 2016, the Grantee will submit a financial report detailing expenses incurred by Grantee for the Grant Project during the Project Activity Period (as defined in paragraph 6.01) which are eligible for reimbursement by the Council in accordance with paragraph 2.01.

5.03 Changed Conditions. The Grantee agrees to notify the Council immediately of any change in conditions, local law, or any other event that may affect the Grantee's ability to perform the Grant Project in accordance with the terms of this agreement.

VI. GRANT PROJECT ACTIVITY PERIOD; TERM; TERMINATION

6.01 Project Activity Period. The Grantee agrees to complete the Grant Project activities specified in paragraph 1.01 during the period from January 1, 2015 through December 31, 2015 (the "Project Activity Period").

6.02 Term. The term of this agreement shall extend from the effective date of this agreement to a date sixty (60) calendar days following the end of the Project Activity Period, to permit closeout of this agreement.

6.03 Termination. Either the Council or the Grantee may terminate this grant agreement at any time, with or without cause, by providing the other party written notice of such termination at least thirty (30) days prior to the effective date of such termination. Upon such termination Grantee shall be entitled to compensation for Grant Project activities in accordance with this grant agreement which were satisfactorily performed and incurred prior to the effective date of the termination. Any remaining grant funds which have been distributed to Grantee will be returned to the Council no later than the effective date of such termination. Upon such effective date of termination, a) all data collected by Grantee prior to the effective date of termination shall be turned over to the Council by Grantee; and b) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by Grantee.

6.04 Termination by Council for Noncompliance. If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council may terminate the agreement at any time following seven (7) calendar days written notice to the Grantee and upon failure of the Grantee to cure the noncompliance within the seven-day period. Noncompliance includes failure to make reasonable progress toward completion of the Grant Project. If the Council finds that the Grantee's noncompliance is willful and unreasonable, the Council may terminate or rescind this agreement and require the Grantee to repay the grant funds in full or in a portion determined by the Council. Nothing herein shall be construed so as to limit the Council's legal remedies to recover grant funds.

6.05 Effect of Grant Project Closeout or Termination. The Grantee agrees that Grant Project closeout or termination of this agreement does not invalidate continuing obligations imposed on the Grantee by this agreement. Grant Project closeout or termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any funds due to the Council as a result of later refunds, corrections, or other transactions.

VII. COUNCIL'S GRANT MANAGER AND PROJECT MANAGER

Financial aspects of this grant agreement will be handled by the Council's Grant Manager. The Council's Grant Manager for this grant agreement is Joe Mulcahy, or such other person as may hereafter be designated in writing by the Council.

Technical aspects of the Grant Project, including supervision of the Grantee under the Monitoring Work Plan, will be handled by the Council's Project Manager. The Council's Project Manager for this grant agreement is Leigh Harrod, or such other person as may hereafter be designated in writing by the Council.

However, nothing in this agreement will be deemed to authorize such Grant Manager or Project Manager to execute amendments to this Grant Agreement on behalf of the Council.

VIII. GRANT PROPERTY AND DATA.

8.01 Title. Title to all personal property at the monitoring station site as described in Exhibit A and all property acquired with grant funds will remain with the Council. The Council authorizes the Grantee to utilize the personal property at the site in carrying out the Grant Project activities during the Project Activity Period.

8.02 Maintenance. The Grantee agrees to maintain any such personal property in good operating order. If, during the Project Activity Period, any personal property is no longer available for use in performing the Grant Project, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify the Council's Project Manager.

8.03 Utility Services. The Council shall make arrangements with local utilities to provide both telephone and electrical hookups as needed at the monitoring station specified in Exhibit A. All utility accounts serving the monitoring station shall be in the name of the Council. All telephone and electric utility costs for the monitoring station shall be paid by the Council.

8.04 Grant Project Closeout or Termination. No later than a) the effective date of termination as provided in Sections 6.03 and 6.04 of this Grant Agreement or b) no later than sixty (60) calendar days following the end of the Project Activity Period ("Project Closeout Date"), whichever is applicable:

- i) all data defined in Section 9.04 of this Agreement collected by Grantee prior to the Project Closeout Date or the effective date of termination shall be turned over to the Council by Grantee; and
- ii) all Council personal property in possession of Grantee wherever located and all property acquired with Grant funds shall be turned over to the Council by the Grantee.

Provided, however, that if the Grant Agreement has not been terminated by either party and Grantee continues to participate in the Watershed Outlet Monitoring Program (WOMP 2) through a subsequent Grant Agreement with the Council, Grantee shall not be required to comply with Section 8.04 subparagraph (ii) until such time as Grantee's participation in the WOMP 2 program ceases.

IX. GENERAL CONDITIONS

9.01 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by duly authorized officers of the parties to this agreement.

9.02 Assignment Prohibited. Except as provided in paragraph 1.02, the Grantee shall not assign, contract out, sublet, subgrant, or transfer any Grant Project activities without receiving the express

written consent of the Council. The Council may condition such consent on compliance by the Grantee with terms and conditions specified by the Council.

9.03 Liability. Each party shall be responsible for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of any others and the results thereof. The Council's liability shall be governed by the provisions of the Minnesota Municipal Torts Claim Act, Minnesota Statutes Chapter 466, and other applicable law. Grantee's liability shall be governed by the provisions of the Minnesota Municipal Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

9.04 Grant Project Data. The Grantee agrees that the results of the Grant Project, the reports submitted, and any new information or technology that is developed with the assistance of this grant may not be copyrighted or patented by Grantee. The Grantee shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, in administering data under this agreement.

9.05 Nondiscrimination. The Grantee agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Grantee agrees not to discriminate against any employee, applicant for employment, or participant in this Grant Project because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

9.06 Promotional Material: Acknowledgment. The Grantee agrees to submit to the Council a copy of any promotional information regarding the Grant Project disseminated by the Grantee. The Grantee shall appropriately acknowledge the grant assistance made by the State and the Council in any promotional materials, reports, and publications relating to the Grant Project.

9.07 Compliance with Law; Obtaining Permits, Licenses and Authorizations. The Grantee agrees to conduct the Grant Project in compliance with all applicable provisions of federal, state, and local laws, ordinances or regulations. The Grantee is responsible for obtaining all federal, state, and local permits, licenses, and authorizations necessary for performing the Grant Project.

9.08 Workers Compensation; Tax Withholding. The Grantee represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2, and that it, and any of its contractors or material suppliers, if any, under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

9.09 Jurisdiction, Venue, and Applicable Law. Venue for all legal proceedings arising out of this agreement, or breach of this agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All matters relating to the performance of this agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

9.10 Relation to State Grant Agreement. The Grantee recognizes that the Council has undertaken certain obligations as part of the State Grant Agreement. A copy of the State Grant Agreement is attached to and incorporated in this agreement as Exhibit C. The Grantee agrees that obligations imposed by the State Grant Agreement on subgrantees or subcontractors are hereby made binding on the Grantee, and that the terms of the said agreement are incorporated into this agreement to the extent necessary for the Council to meet its obligations under the State Grant Agreement. Terms of the State Grant Agreement which are hereby specifically incorporated include, without limitation, the following:

Section 5	Conditions of Payment
Section 10	Government Data Practices and Intellectual Property
Section 11	Worker's Compensation
Section 12	Publicity and Endorsement
Section 13	Governing Law, Jurisdiction and Venue
Section 16	Subcontracting
Section 17	Full Time Equivalency Reporting
Section 18	Legacy Logo

This paragraph shall not be deemed to create any contractual relationship between the State of Minnesota and the Grantee. The Grantee is not a third-party beneficiary of the State Grant Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

GRANTEE _____

Date _____

By _____

Name _____

Title _____

METROPOLITAN COUNCIL

Date _____

By _____

Keith Buttleman
Assistant General Manager, Environmental Quality
Assurance Department

EXHIBIT A

WOMP MONITORING WORK PLAN

The Grantee, **City of Eden Prairie**, shall operate and maintain a water quality monitoring and sampling station at **Riley Creek, 15995 Flying Cloud Drive, Eden Prairie, MN**. As part of this agreement, the Grantee or its designated agent as Cooperator, will conduct monitoring work, as described below, from Jan 1, 2015 through December 31, 2015. The Grantor, Metropolitan Council Environmental Services (“MCES”) shall provide training, supplies, and on-going technical support to the Grantee and/or its designated agent through the WOMP Project Manager, Leigh Harrod.

Contact information for the Project Manager is as follows:
651-602-8085 (o) 612-419-9503 (cell) 651-602-8220 (fax)
leigh.harrod@metc.state.mn.us.

MONITORING WORK

Water Quality Sample Collection

Composite Samples:

Each year during ice-free conditions (generally March-November), the Grantee will submit approximately 10-15 water quality composite samples collected during storm runoff events as climatic conditions dictate. During wet years, additional composite samples may need to be collected and submitted to accurately characterize pollutant loading. For flow events of long duration, a series of 2- to 3-day composites may be needed to capture the entire hydrograph. Snowmelt runoff samples will be collected in the spring, via composite sampling or grab sampling, even if some ice is still present in the stream. Flow-composite water quality samples weighted by equal flow volume increments are required for storm-generated runoff events. Single grab samples taken during a runoff event are not considered to be adequate substitutes for storm-generated event composite samples, unless the automatic monitoring equipment has failed to operate as intended during the event.

Composite Sampling Triggers:

The Activation Stage and Activation Volume values that trigger and pace the automatic samplers for composite sampling shall be set as storm events approach, and set in accordance with the magnitude of the anticipated event. The Cooperator shall be issued software from Campbell Scientific which will allow the Cooperator to access the Campbell data logger by phone modem in order to set these triggers. Consultation with the Project Manager when setting the sampling triggers is strongly encouraged. If the Cooperator is unable to set the triggers when a storm approaches, for whatever reason, the Project Manager may do so.

Grab Samples: As part of the annual routine monitoring at this site, the Grantee will sample the water quality of non-storm event stream flow by submitting a monthly grab sample obtained during non-storm event periods. The instantaneous stream stage, flow, field water temperature, conductivity and transparency shall be measured at the time the grab sample is collected and recorded on the Laboratory Submission Sheet. This requirement may be waived if ice conditions preclude taking a sample.

E.coli Samples: A separate E.coli grab sample should be collected and submitted along with each grab and composite sample collected. This E.coli sample must be labeled and accompanied with its own separate Laboratory Submission Sheet when a composite sample has also been collected. E. coli samples must be delivered to the MCES laboratory within 6 hours of collection and arrive before 2 p.m. Use of a commercial courier to physically deliver the sample to the Lab, with the accompanying paperwork, is permitted.

Laboratory Forms and Delivery: The Grantee shall fully fill out the Laboratory Submission Sheet for Grab or Composite samples, and apply a label to the bottles of all samples brought to the MCES Laboratory. The Laboratory is located at the Metropolitan Wastewater Treatment Plant, 2400 Childs Road, St. Paul, Minnesota. The Laboratory Submission Sheets, provided by the Council's WOMP Project Manager, shall indicate all analysis typically done to meet the program goals, and shall also indicate the holding time for these analyses. A copy of the Laboratory Submission Sheet is left with the lab personnel, and a second copy must be provided to the Project Manager.

Measurements of Physical Conditions

If practical, it is desirable to obtain instrument (meter) measurements of dissolved oxygen, temperature, pH, and conductivity during each site visit when a sample is to be submitted to the lab. Calibration information on all field instruments used at this site shall be filled out on the Laboratory Submission Sheet. Transparency tube measurements should also be obtained during each site visit when a sample and laboratory sheet are to be submitted..

Rating Curve Measurements

Stage/discharge relationships and rating curves are already established, maintained and calibrated at this site by Barr Engineering, Inc, Barr Engineering has historically developed, maintained, and calibrated stage/discharge rating curves for this sampling site to represent as closely as possible the full range of expected discharge at the site. The rating curve information is provided to the Project Manager, who then updates the data logger program with the correct and updated rating curve equations.

QUALITY ASSURANCE PROVISIONS

Technical Assistance

The Council's Project Manager will write and maintain the internal data logger program for the Campbell Scientific data logger. Council guidelines for data format, data downloading, station identification, programming, and sampling protocol will be observed by the Grantee. The Grantee must avoid downloading new programs into the data logger without the involvement of the Council's Project Manager. This coordination will ensure that both the Council's Project Manager and the Grantee are communicating with each other on decisions affecting the monitoring work.

Site Maintenance, Equipment Calibration, and Desiccant

The Grantee shall maintain the integrity of the site as needed such that access and operation of the monitoring and sampling equipment is not impeded by debris. Instruments inside the shelter must have frequent desiccant changes to perform properly. The Grantee shall adjust the in-stream conductivity probe to match a calibrated hand-held meter on a regular basis, and indicate any deviation between the calibrated hand-held probe and the in-stream probe, and all corrections made. The DTS-12 turbidity meter should be watched for erratic readings, and lowered or raised in its mounting as needed to read normally.

The Grantee should write field notes on the Lab Sheet regarding any other activity at the station, including station maintenance and monitoring equipment maintenance and/or adjustments, particularly as these activities may affect the integrity of the monitoring data

The Grantee must regularly check the status of the desiccant in the data logger and in the sampler, and replace when needed. The pulse radar instrument should be kept free of debris hanging on it to avoid false spikes in stage, . The rain gage should be lowered and checked with each visit, to assure that there is no debris or silt in the gage that would adversely affect the reading.

The pump tubing of the automatic sampler will need periodic changing, and the pump routine recalibrated with each change. The Project Manager will train the Grantee on this procedure. Each spring, before snowmelt, the sampler should be reprogrammed and the pumping volume recalibrated. A "test" composite should be generated in advance of the main annual snowmelt event to assure that the sampler is working properly as anticipated.

Seasonal Maintenance of the Station:

Each November, the rain gage shall be cleared of debris and then covered with a plastic bag to prevent snow accumulation inside the rain gage. The plastic bag shall be removed in March. The fan vent shall be secured shut by covering with duct tape to prevent rodents from entering the station. A small, portable heater shall be left cracked on during winter months to stabilize temperatures inside the shelter, to the benefit of the instruments and equipment stored inside the shelter. The DTS-12 turbidity meter should be removed from its protective casing and its mounting, and given to the Project Manager to return to the manufacturer for annual calibration. In early spring, depending upon flood and ice conditions, the DTS-12 turbidity meter will again be re-deployed in the stream.

Laboratory Forms

The Council's Project Manager will supply WORD files for the Grantee to print pre-formatted forms as follows: Laboratory Submission Sheets for water quality grab and composite samples, labels for sample bottles, and a Day-of-Year chart. The Grantee will use these forms and labels for all submissions to the Council.

EXHIBIT B

WOMP MONITORING BUDGET AND FINANCIAL RESPONSIBILITIES

Grantee Financial Responsibilities

The Grantee, the City of Eden Prairie shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Riley Creek, 15995 Flying Cloud Drive, Eden Prairie, MN** during the Project Activity Period (January 1, 2015 through December 31, 2015).

On an annual basis the Grantee shall:

- Assume all Grantee labor costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (Exhibit A);
- Assume all Grantee vehicle and mileage costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan;
- Assume all miscellaneous materials, supplies, and sample delivery costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan.

The Council will assist in the payment of such costs as provided for in this grant agreement.

Metropolitan Council Financial Responsibilities

Subject to the availability of funds, the Metropolitan Council shall assume the following financial responsibilities for operating and maintaining a water quality monitoring and sampling station at **Riley Creek, 15995 Flying Cloud Drive, Eden Prairie, MN** during the Project Activity Period (January 1, 2015 through December 31, 2015).

On an annual basis the Council shall:

- Assume all MCES Laboratory costs associated with analysis of the water samples submitted by the Grantee, in conformance with the WOMP Monitoring Work Plan (estimated cost: \$2,500);
- Assume all telephone service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$800);
- Assume all electrical service costs (if applicable) associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$350);
- Assume all costs for the repair and/or replacement of all monitoring equipment necessary for operating the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$500);
- Assume all materials and supplies costs associated with operating and maintaining the stream monitoring station according to the WOMP Monitoring Work Plan (estimated cost: \$1,425), beyond the cost contributed by the Grantee (\$250);
- Assume all MCES trades labor costs associated with maintaining the stream monitoring station in proper working order (estimated cost: \$700);
- Assume all labor costs for the Council's Project Manager (WOMP Coordinator), who will provide technical support, guidance, and assistance for operating and maintaining the stream monitoring station and managing and assessing the data and information generated by the monitoring work.

EXHIBIT C
STATE GRANT AGREEMENT

STATE OF MINNESOTA
GRANT CONTRACT

Contract No. 56608

Met. Council #12G003

This grant contract is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, Saint Paul, MN 55155-4194 ("State") and the **Metropolitan Council**, 390 North Robert Street, Saint Paul, MN 55101 ("Grantee").

Recitals

1. Under Minn. Statutes § 116.03 Subd. 2, the State is empowered to enter into this grant. This Grant Contract is administered by the MPCA under Minn. Statutes § 114D.50 Subd. 3.
2. The State is in need of the project titled "**Metropolitan Area Watershed Outlet Monitoring Program 2013 – 2014 Workplan.**"
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

- 1 **Term of Grant Contract**
 - 1.1 **Effective date:** January 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
 - 1.2 **Expiration date:** December 31, 2014, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: **Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.**
- 2 **Grantee's Duties**

The Grantee, who is not a state employee, shall perform the duties specified in **Attachment A**, which is attached and incorporated into this Grant Contract.
- 3 **Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.
- 4 **Consideration and Payment**
 - 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:
 - (A) **Compensation.** Grantee will be paid in accordance with the breakdown of costs as set forth in the budget section of **Attachment A**.
 - (B) **Travel Expenses.** Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this agreement by reference.
 - (C) **Total Obligation.** The total obligation of the MPCA for all compensation and reimbursements to the Grantee under this agreement will not exceed: **\$405,500.00 (Four Hundred Five Thousand, Five Hundred Dollars).**
 - 4.2. **Payment**
 - (a) **Invoices.**

The MPCA will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually

performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted upon completion of services according to the following schedule: No more frequently than monthly and no less frequently than quarterly.

Invoices will reference the Grant Contract number, the Purchase Order Number, and the name of the State's Authorized Representative and will be submitted to:

Minnesota Pollution Control Agency
Accounts Payable, 6th Floor
520 Lafayette Road North
St Paul, MN 55155-4194

Or, via email to mpca.ap@state.mn.us (Subject line: Grantee name and invoice number)

(b) Federal funds.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is **David A. Christopherson**, Minnesota Pollution Control Agency, 520 Lafayette Road North, Saint Paul, MN 55155, david.christopherson@state.mn.us, 651-757-2849 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the work provided under this grant agreement. If the work is satisfactory, the State's Authorized Representative shall certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Kent Johnson**, Metropolitan Council Environmental Services, 2400 Childs Road, Saint Paul, Minnesota 55106, kent.johnson@metc.state.mn.us, 651-602-8117. If the Grantee's Authorized Representative changes at any time during this Grant Contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

Each party shall be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Grantee's liability shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

9 **State Audits**

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property**

10.1. *Government Data Practices.* The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. *Intellectual Property Rights*

(A) All rights, title and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents, shall be jointly owned by the Grantee and the State. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, and subcontractors, either individually or jointly with others in the performance of this Agreement. Documents shall mean the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this Agreement. The ownership interests of the State and the Grantee in the Works and Documents shall each equal fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interest in the Works and Documents.

(B) **OBLIGATIONS:**

1. **NOTIFICATION.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Agreement, the Grantee shall upon knowledge thereof, immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.
2. **REPRESENTATION.** The Grantee shall not knowingly perform any acts, or take any steps, with the intent and effect: a) to prejudice the sole ownership of all intellectual property rights in the Works and Documents by the Grantee and the State, as agreed herein, or b) to cause any Grantee employee, agent, or contractor to retain any interest in and to the Works and Documents. The Grantee represents and warrants that, to the best of its knowledge, the Works and Documents do not and shall not infringe upon any intellectual property

rights of others.

- (C) **USES OF THE WORKS AND DOCUMENTS:** The State and the Grantee shall jointly have the right to make, have made, reproduce, modify distribute, perform, and otherwise use the Works, including Documents produced under this Agreement for noncommercial research, scholarly work, governmental purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written agreement between the parties.
- (D) **POSSESSION OF DOCUMENTS:** The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.
- (E) **SUITABILITY:** The rights and duties of the State, and the Grantee, provided for above, shall survive the expiration or cancellation of this Agreement.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 **Termination by the Parties.** Either the State or the Grantee may cancel this Grant Contract at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

15 Data Disclosure

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

16 Subcontracting

If the Grantee decides to fulfill its obligations and duties under this Agreement through a subcontractor, to be paid for by funds received under this Agreement, the Grantee shall not execute an Agreement with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from the MPCA's Authorized Representative. All subcontracts shall reference this Agreement and require the subcontractor to comply with all of the terms and conditions of this Agreement. The Grantee shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the Grantee shall be responsible for payment of all subcontracts. The Grantee shall pay all subcontractors, less any retainage, within 10 calendar days of receipt of payment to the Grantee by the State for undisputed services provided by the subcontractor and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

The Grantee must follow their policies and procedures for obtaining subcontractors and/or policies and procedures per Minn. Stat. §471.345 as applicable.

17 Full Time Equivalent (FTE) Reporting

MN Laws 2011, 1st Special Session, Chapter 6, Article 5, Section 1 requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding, including: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

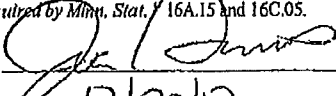
18 Legacy Logo

Minnesota Laws 2010, chapter 361, article 3, section 5, (b)) states: "A recipient of the funds from the outdoor heritage fund, parks and trails fund, clean water fund or arts and cultural heritage fund shall display, where practicable, a sign with the logo developed under this section on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from one or more of the funds." Clean Water Land and Legacy Amendment Logo Usage Guidelines: http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf

Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.


Signed: 

Date: 12/20/12

SWIFT Contract No.: 56608
SWIFT Purchase Order No.: 3000006161

2. METROPOLITAN COUNCIL

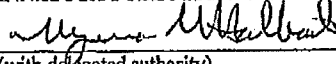
The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: 

Title: PA

Date: 12.27.2012

3. MINNESOTA POLLUTION CONTROL AGENCY

By: 
(with delegated authority)

Title: Asset Manager

Date: 26 December 2012

Distribution:
Agency
Grantee
State's Authorized Representative - OnBase

Attachment A

**METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES)
INTERAGENCY WATER MONITORING INITIATIVE**

**METROPOLITAN AREA WATERSHED OUTLET MONITORING PROGRAM
2013-2014 WORKPLAN
(January 2013 – December 31, 2014)**

Background:

The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network forms the core of a long-term program designed to measure and compare regional differences and trends in water quality from Minnesota's rivers and the outlets of tributaries draining to these rivers. The program was begun in 2007 with an appropriation from Minnesota's Clean Water Legacy Fund. In the Twin Cities area, Metropolitan Council Environmental Services (MCES) is the only entity that collects water quality data across the entire area. MPCA needs the efficiency of using MCES' Watershed Outlet Monitoring Program (WOMP) to support the Load Monitoring Network. This agreement provides MCES a portion of the necessary funding.

The stream chemistry and flow monitoring done by MCES is critical for understanding the water quality in this area of the State, the stressors to that water quality, and trends over time. The data is also used to assist with impaired waters assessments, watershed and water quality studies and reports, watershed modeling efforts, and the measurement of the ongoing effectiveness of watershed protection and restoration plans.

Objective:

Operate and maintain 7 of the WOMP monitoring sites for measurement of stream flow, water quality, and pollutant loads.

The monitoring work described below (see "Monitoring Description") will complement MCES monitoring of stream flow, water quality, and pollutant loads at 18 sites in 15 Metro Area watersheds.

Partners:

Local partners will include the City of Eden Prairie, the Lower Minnesota River and Valley Branch Watershed Districts, the Bassett Creek Watershed Management Commission, and the Dakota County, Scott County, Washington County, and Wright County Soil and Water Conservation Districts (SWCDs). To support and encourage the participation of local partners, MCES provides \$5,000.00 of state funding per year for each monitoring site, to help offset each local partner's costs for monitoring labor, mileage, and materials and supplies. MCES then uses the remainder of the state funding to pay all costs for monitoring equipment, monitoring station maintenance, utilities, laboratory analysis of water samples, program coordination, data management, and report preparation.

Monitoring Type:

Condition Monitoring and Problem Investigation Monitoring

Monitoring Description:

Long-term water quantity/quality monitoring sites have been established and operated at the outlets of 8 Mississippi, Minnesota, and St. Croix River tributaries throughout the Metropolitan Area. Monitoring sites on Mississippi River tributaries include Bassett Creek, Cannon River, Crow River, and Minnehaha Creek. Monitoring sites on Minnesota River tributaries include Eagle Creek, Riley Creek, and Willow Creek. Valley Creek, tributary to the St. Croix River, also has a monitoring site. These sites have been established and operated in partnership with local units of government (see above). During the 2013-2014 period, MCES and partners will continue to operate all monitoring sites except Willow Creek. In addition, MCES and partners can conduct supplementary monitoring of WOMP streams, as requested by MPCA, to meet any targeted needs for surface water assessment data during the 2013-2014 period.

To ensure consistency and quality of the monitoring information obtained, MCES provides program oversight and coordination, technical guidance, and assistance with site set-up, maintenance, and operation. Monitoring sites will be operated by local partners, to the extent possible. Citizen involvement in the monitoring effort will also be encouraged as opportunities arise.

At each monitoring site, stream stage and flow, temperature, and specific conductance will be continuously measured with on-site instrumentation and dataloggers. In addition, turbidity will be continuously measured at one site (Riley Creek), using portable instrumentation that can be moved from site to site when needed. Where feasible, precipitation will also be measured with an on-site, datalogging rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers will composite water quality samples over the event hydrograph. Grab samples will be obtained during stream baseflow conditions. Local partners will download dataloggers, help maintain sites and instrumentation, establish and maintain stream rating curves, and collect and submit water quality samples (chemical and biological). Monitoring of stream biota (biomonitoring) is being conducted by MCES staff at three WOMP streams (Eagle, Minnehaha, and Valley Creeks). For more information on MCES stream monitoring protocols, please refer to the document: "Metropolitan Council Environmental Services Quality Assurance Program Plan: Stream Monitoring" at:

[http://www.metrocouncil.org/environment/RiversLakes/streams/documents/Stream%20Monitoring%20OAPP Revised 0111 Web Reduced.pdf](http://www.metrocouncil.org/environment/RiversLakes/streams/documents/Stream%20Monitoring%20OAPP%20Revised%200111%20Web%20Reduced.pdf)

The MCES Laboratory Services Section will analyze the water quality samples collected by local partners. Water quality samples will typically be analyzed for a number of chemical water quality variables, including: alkalinity, hardness, turbidity, total and volatile suspended solids, chemical oxygen demand, total organic carbon, several forms of phosphorus (total and ortho), several forms of nitrogen (total, Kjeldahl, nitrite, nitrate, and ammonia), chlorophyll-a, chloride, sulfate, and *Escherichia coli* bacteria.

Synthesis and management of all data/information obtained from the monitoring sites will be conducted by the MCES Environmental Monitoring and Assessment Section. Monitoring information will be available to the local partners and MPCA on an annual basis, so that the information can be used for assessing water quality conditions, documenting water quality trends, identifying water quality problems, preparing and updating watershed and local comprehensive plans, preparing TMDL plans, and implementing watershed best management practices (BMPs) for nonpoint source pollution abatement, as appropriate.

Data and Reporting:

WOMP Data

All program monitoring data obtained during the 2013-2014 period, including field data, continuous monitoring data (stream flow, temperature, and specific conductance), precipitation data, laboratory data, and biological monitoring data, will be available to the local partners and MPCA through the MCES Environmental Information Management System (EIMS) and/or on an as-requested basis.

Biennial Progress Report

The MCES Environmental Monitoring and Assessment Section will prepare a 2013-2014 biennial progress report on the status of the "Metropolitan Area Watershed Outlet Monitoring" Program. The 2013-2014 progress report will provide a biennial summary of the program, including program accomplishments and results, measures of monitoring success, recommendations for continuing the monitoring (or not), recommendations for modifying the monitoring approach (if needed), and a suggested budget for the 2015-2016 biennium. The 2013-2014 biennial progress report will be provided to the MPCA by December 31, 2014.

Measurable Outcomes:

- Operation and maintenance of 7 "Metropolitan Area Watershed Outlet Monitoring Program" (WOMP) monitoring sites as described above.
- Active cooperation with and assistance to the local water monitoring partners listed above in operating and maintaining the 7 sites.
- Measurement of the water quality parameters listed above according to the schedule specified above.
- Laboratory analysis of the collected water quality samples as listed above.
- Storage and management of all data resulting from the water quality monitoring and laboratory analysis.
- Availability of the data to the MPCA and to local partners on an annual basis and as requested, so that the information can be used for water quality management efforts as described above.
- Provision of a biennial progress report on the status of the monitoring program as specified above.

Time Frame: January 2013 through December 31, 2014. **Budget:**

\$405,500 for the 2013-2014 period (includes 1.0 FTE): \$201,750 in 2013 and \$203,750 in 2014.
A two-year budget is presented below.

2013 (January 2013 - December 31, 2013)

Labor:		
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):		\$ 86,500
Local Monitoring Partners:		\$ 35,000
MCES Analytical Costs:		\$ 40,000
Monitoring Site and Equipment Maintenance and Replacement:		\$ 18,500
Monitoring Materials and Supplies:		\$ 11,000
MCES Vehicle Expense (Fuel and Repairs):		\$ 2,000
Monitoring Site Utilities:		\$ 8,500
Training and Travel (MCES Staff):		\$ 250
	Total 2013:	\$ 201,750

2014 (January 2014 - December 31, 2014)

Labor:		
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):		\$ 88,500
Local Monitoring Partners:		\$ 35,000
MCES Analytical Costs:		\$ 40,000
Monitoring Site and Equipment Maintenance and Replacement:		\$ 18,500
Monitoring Materials and Supplies:		\$ 11,000
MCES Vehicle Expense (Fuel and Repairs):		\$ 2,000
Monitoring Site Utilities:		\$ 8,500
Training and Travel (MCES Staff):		\$ 250
	Total 2014:	\$ 203,750

2013-2014 (January 2013 – December 31, 2014)	Total:	\$ 405,500
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Contact:

Kent Johnson
 Manager
 Environmental Monitoring and Assessment Section
 Metropolitan Council Environmental Services
 2400 Childs Road
 St. Paul, MN 55106

Phone: 651-602-8117
 FAX: 651-602-8220
 E-Mail: kent.johnson@metc.state.mn.us

Leigh Harrod
 Senior Environmental Scientist
 Environmental Monitoring and Assessment Section
 Metropolitan Council Environmental Services
 2400 Childs Road
 St. Paul, MN 55106

Phone: 651-602-8085
 FAX: 651-602-8220
 E-Mail: leigh.harrod@metc.state.mn.us

AMENDMENT 1 TO SWIFT CONTRACT NO. 56608
Purchase Order No.: 3000006161

Contract Start Date:	<u>January 1, 2013</u>	Total Contract Amount:	<u>\$405,500.00</u>
Original Contract Expiration Date:	<u>December 31, 2014</u>	Original Contract:	<u>\$405,500.00</u>
Current Contract Expiration Date:	<u>December 31, 2014</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>February 28, 2015</u>	This Amendment:	<u>\$0</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road North, Saint Paul, MN 55155-4194 ("State") and the Metropolitan Council, 390 North Robert Street, Saint Paul, MN 55101 ("Grantee").

Recitals

1. The State has a Grant Contract with the Grantee identified as SWIFT Contract No. 56608, titled "Metropolitan Area Watershed Outlet Monitoring Program 2013 – 2014 Workplan." ("Contract" "Grant Contract", or "Agreement") to Operate and maintain seven (7) of the WOMP monitoring sites for measurement of stream flow, water quality, and pollutant loads.
2. This Contract is being amended to provide greater objective detail and adequate time for the Grantee to issue the biennial progress report to the State.
3. The State and the Grantee are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "Term of Grant Contract" is amended as follows:

1.1 Effective date: January 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this Grant Contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: ~~December 31, 2014~~ February 28, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

REVISION 2. Clause 2. "Grantee's Duties" is amended to add:

The Grantee, who is not a State employee, shall perform the additional duties as detailed in Revised Attachment A, which is attached and incorporated into this Contract.

REVISION 3. Clause 4 "Consideration and Payment" is amended as follows:

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

(A) **Compensation.** Grantee will be paid in accordance with the breakdown of costs as set forth in the budget section of Revised Attachment A.

(B) **Travel Expenses.** Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this agreement by reference.

AMENDMENT 1 TO SWIFT CONTRACT NO. 56608
Purchase Order No.: 300006161

(C) **Total Obligation.** The total obligation of the MPCA for all compensation and reimbursements to the Grantee under this agreement will not exceed: **\$406,500.00 (Four Hundred Five Thousand, Five Hundred Dollars).**

4.2. Payment

(a) Invoices:

The MPCA will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted upon completion of services according to the following schedule: No more frequently than monthly and no less frequently than quarterly.

Invoices will reference the Grant Contract number, the Purchase Order Number, and the name of the State's Authorized Representative and will be submitted to:

Minnesota Pollution Control Agency
Accounts Payable, 6th Floor
520 Lafayette Road North
St Paul, MN 55155-4194

Or, via email to mpca.ap@state.mn.us (Subject line: Grantee name and invoice number)

(b) Federal funds.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

Signed: Mary J Ecker

Date: 27 March 2014

3. MINNESOTA POLLUTION CONTROL AGENCY

By: Carmen Zorn Meyer
(with delegated authority)

Title: Director

Date: 5/23/14

2. METROPOLITAN COUNCIL

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

By: [Signature]

Title: REGIONAL ADMIN

Date: 4.29.2014

AMENDMENT 1 TO SWIFT CONTRACT NO. 56608
Purchase Order No.: 300006161

~~CONFIDENTIAL~~

Revised Attachment A

**METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES)
INTERAGENCY WATER MONITORING INITIATIVE**

**METROPOLITAN AREA WATERSHED OUTLET MONITORING PROGRAM
2013-2014 WORKPLAN
(January 2013 -- December 31, 2014)**

Background:

The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network forms the core of a long-term program designed to measure and compare regional differences and trends in water quality from Minnesota's rivers and the outlets of tributaries draining to these rivers. The program was begun in 2007 with an appropriation from Minnesota's Clean Water Legacy Fund. In the Twin Cities area, Metropolitan Council Environmental Services (MCES) is the only entity that collects water quality data across the entire area. MPCA needs the efficiency of using MCES' Watershed Outlet Monitoring Program (WOMP) to support the Load Monitoring Network. This agreement provides MCES a portion of the necessary funding.

The stream chemistry and flow monitoring done by MCES is critical for understanding the water quality in this area of the State, the stressors to that water quality, and trends over time. The data is also used to assist with Impaired waters assessments, watershed and water quality studies and reports, watershed modeling efforts, and the measurement of the ongoing effectiveness of watershed protection and restoration plans.

Objective:

Operate and maintain 7 of the WOMP monitoring sites for measurement of stream flow, water quality, and pollutant loads.

The monitoring work described below (see "Monitoring Description") will complement MCES monitoring of stream flow, water quality, and pollutant loads at 1815 sites in 1514 Metro Area watersheds.

Partners:

Local partners will include the City of Eden Prairie, the Lower Minnesota River, Riley-Purgatory-Bluff Creek, and Valley Branch Watershed Districts, the Bassett Creek Watershed Management Commission, and the Dakota County, Scott County, Washington County, and Wright County Soil and Water Conservation Districts (SWCDs). To support and encourage the participation of local partners, MCES provides \$5,000.00 of state funding per year for each monitoring site, to help offset each local partner's costs for monitoring labor, mileage, and materials and supplies. MCES then uses the remainder of the state funding to pay all costs for monitoring equipment, monitoring station maintenance, utilities, laboratory analysis of water samples, program coordination, data management, and report preparation.

Monitoring Type:

Condition Monitoring and Problem Investigation Monitoring

Monitoring Description:

~~Long~~Since 1998, long-term water quantity/quality monitoring sites have been established and operated at the outlets of 8 Mississippi, Minnesota, and St. Croix River tributaries throughout the Metropolitan Area. Monitoring sites on Mississippi River tributaries include Bassett Creek, Cannon River, Crow River, and Minnehaha Creek. Monitoring sites on Minnesota River tributaries include Eagle Creek, Riley Creek, and Willow Creek (de-commissioned at the end of 2009). Valley Creek, tributary to the St. Croix River, also has a monitoring site. These sites have been established and operated in partnership with local units of government (see above).

~~During the In 2013-2014 period~~, MCES and partners will continue to operate all the following monitoring sites: Bassett Creek, Cannon River, Crow River, Eagle Creek, Minnehaha Creek, Riley Creek, and Valley Creek except Willow Creek.

In 2014, MCES and partners will continue to operate the following monitoring sites: Bassett Creek, Cannon River, Crow River, Eagle Creek, Riley Creek, and Valley Creek. The Minnehaha Creek monitoring site will be de-commissioned, as no monitoring partner is available to operate the site. However, a new monitoring site will be operated on Purgatory Creek.

In addition, MCES and partners can conduct supplementary monitoring of WOMP streams, as requested by MPCA, to meet any targeted needs for surface water assessment data during the 2013-2014 period.

To ensure consistency and quality of the monitoring information obtained, MCES provides program oversight and coordination, technical guidance, and assistance with site set-up, maintenance, and operation. Monitoring sites will be operated by local partners, to the extent possible. Citizen involvement in the monitoring effort will also be encouraged as opportunities arise.

At each monitoring site, stream stage and flow, temperature, and specific conductance will be continuously measured with on-site instrumentation and dataloggers. In addition, turbidity will be continuously measured at one site (Riley Creek), using portable instrumentation that can be moved from site to site when needed. Where feasible, precipitation will also be measured with an on-site, datalogging rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers will composite water quality samples over the event hydrograph. Grab samples will be obtained during stream baseflow conditions. Local partners will download dataloggers, help maintain sites and instrumentation, establish and maintain stream rating curves, and collect and submit water quality samples (chemical and biological). Monitoring of stream biota (biomonitoring) is being conducted by MCES staff at three WOMP streams (Eagle, Minnehaha, and Valley Creeks). For more information on MCES stream monitoring protocols, please refer to the document: "Metropolitan Council Environmental Services Quality Assurance Program Plan: Stream Monitoring" at: [http://www.metrocouncil.org/environment/RiversLakes/streams/documents/Stream%20Monitoring%20APP Revised 0111 Web Reduced.pdf](http://www.metrocouncil.org/environment/RiversLakes/streams/documents/Stream%20Monitoring%20APP%20Revised%200111%20Web%20Reduced.pdf)

The MCES Laboratory Services Section will analyze the water quality samples collected by local partners. Water quality samples will typically be analyzed for a number of chemical water quality variables, including: alkalinity, hardness, turbidity, total and volatile suspended solids, chemical oxygen demand, total organic carbon, several forms of phosphorus (total and ortho), several forms of nitrogen (total, Kjeldahl, nitrite, nitrate, and ammonia), chlorophyll-a, chloride, sulfate, and Escherichia coli bacteria.

Synthesis and management of all data/information obtained from the monitoring sites will be conducted by the MCES Environmental Monitoring and Assessment Section. Monitoring information will be available to the local partners and MPCA on an annual basis, so that the information can be used for assessing water quality conditions, documenting water quality trends, identifying water quality problems, preparing and updating watershed and local comprehensive plans, preparing TMDL plans, and implementing watershed best management practices (BMPs) for nonpoint source pollution abatement, as appropriate.

Data and Reporting:

WOMP Data

All program monitoring data obtained during the 2013-2014 period, including field data, continuous monitoring data (stream flow, temperature, and specific conductance), precipitation data, laboratory data, and biological monitoring data, will be available to the local partners and MPCA through the MCES Environmental Information Management System (EIMS) and/or on an as-requested basis.

Biennial Progress Report

The MCES Environmental Monitoring and Assessment Section will prepare a 2013-2014 biennial progress report on the status of the "Metropolitan Area Watershed Outlet Monitoring" Program. The 2013-2014 progress report will provide a biennial summary of the program, including program accomplishments and results, measures of monitoring success, recommendations for continuing the monitoring (or not), recommendations for modifying the monitoring approach (if needed), and a suggested budget for the 2015-2016 biennium. The 2013-2014 biennial progress report will be provided to the MPCA by ~~December 31, 2014~~ February 28, 2015.

Measurable Outcomes:

- Operation and maintenance of 7 "Metropolitan Area Watershed Outlet Monitoring Program" (WOMP) monitoring sites as described above.
- Active cooperation with and assistance to the local water monitoring partners listed above in operating and maintaining the 7 sites.
- Measurement of the water quality parameters listed above according to the schedule specified above.
- Laboratory analysis of the collected water quality samples as listed above.
- Storage and management of all data resulting from the water quality monitoring and laboratory analysis.

- Availability of the data to the MPCA and to local partners on an annual basis and as requested, so that the information can be used for water quality management efforts as described above.
- Provision of a biennial progress report on the status of the monitoring program as specified above.

Time Frame: January 2013 through December 31, 2014. **Budget:**

\$405,500 for the 2013-2014 period (includes 1.0 FTE): \$201,750 in 2013 and \$203,750 in 2014. A two-year budget is presented below.

2013 (January 2013 - December 31, 2013)

Labor:	
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):	\$ 86,500
Local Monitoring Partners:	\$ 35,000
MCES Analytical Costs:	\$ 40,000
Monitoring Site and Equipment Maintenance and Replacement:	\$ 18,500
Monitoring Materials and Supplies:	\$ 11,000
MCES Vehicle Expense (Fuel and Repairs):	\$ 2,000
Monitoring Site Utilities:	\$ 8,500
Training and Travel (MCES Staff):	\$ 250
Total 2013:	\$ 201,750

2014 (January 2014 - December 31, 2014)

Labor:	
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):	\$ 88,500
Local Monitoring Partners:	\$ 35,000
MCES Analytical Costs:	\$ 40,000
Monitoring Site and Equipment Maintenance and Replacement:	\$ 18,500
Monitoring Materials and Supplies:	\$ 11,000
MCES Vehicle Expense (Fuel and Repairs):	\$ 2,000
Monitoring Site Utilities:	\$ 8,500
Training and Travel (MCES Staff):	\$ 250
Total 2014:	\$ 203,750

2013-2014 (January 2013 – December 31, 2014) Total: **\$ 405,500**

Contact:

Kent Johnson
Manager
Environmental Monitoring and Assessment Section
Metropolitan Council Environmental Services
2400 Childs Road
St. Paul, MN 55106

Phone: 651-602-8117
FAX: 651-602-8220
E-Mail: kent.johnson@metc.state.mn.us

Leigh Harrod
Senior Environmental Scientist
Environmental Monitoring and Assessment Section
Metropolitan Council Environmental Services
2400 Childs Road
St. Paul, MN 55106

Phone: 651-602-8085
FAX: 651-602-8220
E-Mail: leigh.harrod@metc.state.mn.us

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**Minnesota Pollution
Control Agency**

**AMENDMENT 2 TO SWIFT CONTRACT NO. 56608
Purchase Order No.: 3000006161**

Contract Start Date:	<u>January 1, 2013</u>	Total Contract Amount:	<u>\$ 600,500.00</u>
Original Contract Expiration Date:	<u>December 31, 2014</u>	Original Contract:	<u>\$ 405,500.00</u>
Current Contract Expiration Date:	<u>February 28, 2015</u>	Previous Amendment(s) Total:	<u>\$ 0</u>
Requested Contract Expiration Date:	<u>February 29, 2016</u>	This Amendment:	<u>\$195,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road North, Saint Paul, MN 55155-4194 ("State"), and the Metropolitan Council, 390 North Robert Street, Saint Paul, MN 55101 ("Grantee").

Recitals

1. The State has a grant contract with the Grantee identified as SWIFT Contract Number 56608 ("Original Grant Agreement") to provide the project titled "Metropolitan Area Watershed Outlet Monitoring Program 2013 - 2014 2015 Workplan".
2. Agreement is being amended to add duties, funds and extend end date.
3. The State and the Grantee are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Clause 1. "Term of Grant Agreement" is amended as follows:

- 1.1 **Effective date:** January 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Grantee must not begin work under this grant contract until this grant contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** ~~February 28, 2015~~, February 29, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. "Grantee's Duties" is amended to add:

The Grantee, who is not a State employee, shall perform the additional duties as detailed in **Revised Attachment A-1**, which is attached and incorporated into this Contract.

REVISION 3. Clause 4. "Consideration and Payment" is amended as follows:

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(A) **Compensation.** Grantee will be paid in accordance with the breakdown of costs as set forth in the budget section of **Revised Attachment A-1**.

(B) **Travel Expenses.** Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations, which is incorporated in to this agreement by reference.

(C) **Total Obligation.** The total obligation of the MPCA for all compensation and reimbursements to the Grantee under this agreement will not exceed: ~~\$405,500.00 (Four Hundred Five Thousand, Five Hundred Dollars)~~ **\$600,500.00 (Six Hundred Thousand, Five Hundred Dollars and No Cents).**

4.2. Payment

(a) Invoices.

The MPCA will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted upon completion of services according to the following schedule: No more frequently than monthly and no less frequently than quarterly.

Invoices will reference the Grant Contract number, the Purchase Order Number, and the name of the State's Authorized Representative and will be submitted to:

Minnesota Pollution Control Agency
Accounts Payable, 6th Floor
520 Lafayette Road North
St. Paul, MN 55155-4194

Or, via email to mpca.ap@state.mn.us (Subject line: Grantee name and Invoice number)

(b) Federal funds. N/A

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.16 and 16C.05.

Signed: Mary L. Ecker
Date: 12/10/14

3. MINNESOTA POLLUTION CONTROL AGENCY

By: Christy Ann May
(with delegated authority)
Title: Director, Operations
Date: 12/10/14

2. METROPOLITAN COUNCIL

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

By: [Signature]
Title: Regional Administrator
Date: 12/5/2014

Revised Attachment A-1

**METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES (MCES)
INTERAGENCY WATER MONITORING INITIATIVE**

**METROPOLITAN AREA WATERSHED OUTLET MONITORING PROGRAM
2013-2014-2015 WORKPLAN
(January 1, 2013 - December 31, 2014 February 29, 2016)**

Background:

The Minnesota Pollution Control Agency's (MPCA) Watershed Pollutant Load Monitoring Network forms the core of a long-term program designed to measure and compare regional differences and trends in water quality from Minnesota's rivers and the outlets of tributaries draining to these rivers. The program was begun in 2007 with an appropriation from Minnesota's Clean Water Legacy Fund. In the Twin Cities area, Metropolitan Council Environmental Services (MCES) is the only entity that collects water quality data across the entire area. MPCA needs the efficiency of using MCES' Watershed Outlet Monitoring Program (WOMP) to support the Load Monitoring Network. This agreement provides MCES a portion of the necessary funding.

The stream chemistry and flow monitoring done by MCES is critical for understanding the water quality in this area of the State, the stressors to that water quality, and trends over time. The data is also used to assist with impaired waters assessments, watershed and water quality studies and reports, watershed modeling efforts, and the measurement of the ongoing effectiveness of watershed protection and restoration plans.

Objective:

Operate and maintain 7 of the WOMP monitoring sites for measurement of stream flow, water quality, and pollutant loads.

The monitoring work described below (see "Monitoring Description") will complement MCES monitoring of stream flow, water quality, and pollutant loads at ~~18~~ 15 sites in ~~15~~ 14 Metro Area watersheds.

Partners:

Local partners will include the City of Eden Prairie, the Lower Minnesota River, Riley-Purgatory-Bluff Creek, and Valley Branch Watershed Districts, the Bassett Creek Watershed Management Commission, and the Dakota County, Scott County, Washington County, and Wright County Soil and Water Conservation Districts (SWCDs). To support and encourage the participation of local partners, MCES provides \$5,000.00 of state funding per year for each monitoring site, to help offset each local partner's costs for monitoring labor, mileage, and materials and supplies. MCES then uses the remainder of the state funding to pay all costs for monitoring equipment, monitoring station maintenance, utilities, laboratory analysis of water samples, program coordination, data management, and report preparation, and a staff position (1.0 FTE) that coordinates all elements of the program, manages the data, and prepares reports.

Monitoring Type:

Condition Monitoring and Problem Investigation Monitoring

Monitoring Description:

Since 1998, funding from the MPCA has enabled MCES to establish and operate long-term water quantity/quality monitoring sites ~~have been established and operated~~ at the outlets of 8-9 Mississippi, Minnesota, and St. Croix River tributaries throughout the Metropolitan Area. Monitoring sites on Mississippi River tributaries include Bassett Creek, Cannon River, Crow River, and Minnehaha Creek (de-commissioned at the end of 2013). Monitoring sites on Minnesota River tributaries include Eagle Creek, Purgatory Creek, Riley Creek, and Willow Creek (~~de-commissioned at the end of 2009~~). Valley Creek, tributary to the St. Croix River, also has a monitoring site. These sites have been established and operated in partnership with local units of government (see above).

In 2013, MCES and partners will continue to operate the following monitoring sites: Bassett Creek, Cannon River, Crow River, Eagle Creek, Minnehaha Creek, Riley Creek, and Valley Creek.

In 2014, MCES and partners will continue to operate the following monitoring sites: Bassett Creek, Cannon River, Crow River, Eagle Creek, Riley Creek, and Valley Creek. The Minnehaha Creek monitoring site will be de-commissioned, as no monitoring partner is available to operate the site. However, a new monitoring site will be operated on Purgatory Creek.

In 2015, MCES and partners will continue to operate seven monitoring sites: Bassett Creek, Cannon River, Crow River, Eagle Creek, Purgatory Creek, Riley Creek, and Valley Creek. The Riley Creek monitoring station may be out of service for a portion of 2015, due to bridge re-construction near the monitoring site. In this circumstance, automated continuous collection of stream stage and flow, temperature, specific conductance, and turbidity data will not be possible, nor will it be possible to obtain event-activated, automated composite samples. However, grab sampling can be conducted to characterize water quality conditions during baseflow and runoff events.

In addition, MCES and partners can conduct supplementary monitoring of WOMP streams, as requested by MPCA, to meet any targeted needs for surface water assessment data during the 2013-2014 ~~2015~~ period.

To ensure consistency and quality of the monitoring information obtained, MCES provides program oversight and coordination, technical guidance, and assistance with site set-up, maintenance, and operation. Monitoring sites will be operated by local partners, to the extent possible. Citizen involvement in the monitoring effort will also be encouraged as opportunities arise.

At each monitoring site, stream stage and flow, temperature, and specific conductance will be continuously measured with on-site instrumentation and dataloggers. In addition, turbidity will be continuously measured at ~~one site~~ two sites (Riley Creek and Purgatory) ~~during the open-water season, using portable instrumentation that can be moved from site to site when needed.~~ Where feasible, precipitation will also be measured with an on-site, datalogging rain gauge. During precipitation and runoff events (generally during the March-October period), automated samplers will composite water quality samples over the event hydrograph. Grab samples will be obtained during stream baseflow conditions. Local partners will ~~download dataloggers,~~ help maintain sites and instrumentation, help establish and maintain stream rating curves when possible, and collect and submit water quality samples (chemical and biological). Monitoring Annual monitoring of

stream biota (biomonitoring) is being conducted by MCES staff at three WOMP streams (Eagle, Minnehaha, and Valley Creeks), using MPCA's MIBI protocol. For more information on MCES stream monitoring protocols, please refer to the document: "Metropolitan Council Environmental Services Quality Assurance Program Plan: Stream Monitoring" at: http://www.metrocouncil.org/environment/RiversLakes/streams/documents/Stream%20Monitoring%20QAPP_Revised_0111_Web_Reduced.pdf

http://www.metrocouncil.org/Wastewater-Water/Publications-And-Resources/Stream-Monitoring-QAPP_Revised_0111_Web_Reduced-pd.aspx

The MCES Laboratory Services Section will analyze the water quality samples collected by local partners. Water quality samples will typically be analyzed for a number of chemical water quality variables, including: alkalinity, hardness, turbidity, total and volatile suspended solids, chemical oxygen demand, total organic carbon, several forms of phosphorus (total and ortho), several forms of nitrogen (total, Kjeldahl, nitrite, nitrate, and ammonia), chlorophyll-a, chloride, sulfate, and *Escherichia coli* bacteria.

Synthesis and management of all data/information obtained from the monitoring sites will be conducted by the MCES Environmental Monitoring and Assessment and Water Resources Assessment Sections. Monitoring information will be available to the local partners and MPCA on an annual basis, so that the information can be used for assessing water quality conditions, documenting water quality trends, identifying water quality problems, preparing and updating watershed and local comprehensive plans, preparing TMDL plans and WRAPS reports, and implementing watershed best management practices (BMPs) for nonpoint source pollution abatement, as appropriate.

Data and Reporting:

WOMP Data

All program monitoring data obtained during the 2013-2014 2015 period, including field data, continuous monitoring data (stream flow, temperature, specific conductance, and turbidity), precipitation data, laboratory data, and biological monitoring data, will be available to the local partners and MPCA through the MCES Environmental Information Management System (EIMS) and/or on an as-requested basis.

Interim Progress Report

The MCES Environmental Monitoring and Assessment Section will prepare a brief interim progress report for the 2013-2014 period. This report will provide a description of "Metropolitan Area Watershed Outlet Monitoring" Program accomplishments and results during the 2013-2014 period, recommendations (if needed) for monitoring modifications, and a budget update. The interim progress report will be provided to the MPCA by February 28, 2015.

Triennial Biennial Progress Report

The MCES Environmental Monitoring and Assessment Section will prepare a 2013-2014 biennial triennial (2013-2015) progress report on the status of the "Metropolitan Area Watershed Outlet Monitoring" Program. The 2013-2014 2013-2015 progress report will provide a biennial summary of the program, including program accomplishments and results, measures of monitoring success,

recommendations for continuing the monitoring (or not), recommendations for modifying the monitoring approach (if needed), and a suggested budget for the ~~2015-2016~~ 2016-2017 biennium. The ~~2013-2014~~ 2013-2015 ~~biennial~~ triennial progress report will be provided to the MPCA by ~~February 28, 2015~~ February 29, 2016.

Measurable Outcomes:

- Operation and maintenance of 7 "Metropolitan Area Watershed Outlet Monitoring Program" (WOMP) monitoring sites as described above.
- Active cooperation with and assistance to the local water monitoring partners listed above in operating and maintaining the 7 sites.
- Measurement of the water quality parameters listed above according to the schedule specified above.
- Laboratory analysis of the collected water quality samples as listed above.
- Storage and management of all data resulting from the water quality monitoring and laboratory analysis.
- Availability of the data to the MPCA and to local partners on an annual basis and as requested, so that the information can be used for water quality management efforts as described above.
- Provision of a ~~biennial~~ triennial progress report on the status of the monitoring program as specified above.

Time Frame: January 1, 2013 through ~~December 31, 2014~~ February 29, 2016.

Budget:

~~\$495,500 for the 2013-2014 period~~ \$600,500 for the 2013-2015 period (includes 1.0 FTE): \$201,750 in 2013, and \$203,750 in 2014 and \$195,000 for 2015. A ~~two-three-year~~ budget is presented below.

2013 (January 1, 2013 - December 31, 2013)

Labor:	
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):	\$ 86,500
Local Monitoring Partners:	\$ 35,000
MCES Analytical Costs:	\$ 40,000
Monitoring Site and Equipment Maintenance and Replacement:	\$ 18,500
Monitoring Materials and Supplies:	\$ 11,000
MCES Vehicle Expense (Fuel and Repairs):	\$ 2,000
Monitoring Site Utilities:	\$ 8,500
Training and Travel (MCES Staff):	\$ 250
Total 2013:	\$ 201,750

2014 (January 1, 2014 - December 31, 2014)

Labor:	
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):	\$ 88,500
Local Monitoring Partners:	\$ 35,000
MCES Analytical Costs:	\$ 40,000

Monitoring Site and Equipment Maintenance and Replacement:	\$ 18,500
Monitoring Materials and Supplies:	\$ 11,000
MCES Vehicle Expense (Fuel and Repairs):	\$ 2,000
Monitoring Site Utilities:	\$ 8,500
Training and Travel (MCES Staff):	\$ 250
Total 2014:	\$ 203,750

2015 (January 1, 2015 – December 31, 2015)

Labor:	
MCES Staff (Salary/Benefits/OT for 1.0 EMA FTE):	\$ 91,500
Local Monitoring Partners:	\$ 35,000
MCES Analytical Costs:	\$ 27,000
Monitoring Site and Equipment Maintenance and Replacement:	\$ 19,000
Monitoring Materials and Supplies:	\$ 11,000
MCES Vehicle Expense (Fuel and Repairs):	\$ 1,500
Monitoring Site Utilities:	\$ 9,000
Training and Travel (MCES Staff):	\$ 1,000
Total 2015:	\$ 195,000

2013-2014 (January 2013 – December 31, 2014)	Total:	\$ 405,500
2013-2015 (January 1 2013 – December 31, 2015)	Total:	\$600,500

Contact:

Kent Johnson
 Manager
 Environmental Monitoring and Assessment Section
 Metropolitan Council Environmental Services
 2400 Childs Road
 St. Paul, MN 55106

Phone: 651-602-8117
 FAX: 651-602-8220
 E-Mail: kent.johnson@metc.state.mn.us

Leigh Harrod
 Senior Environmental Scientist
 Environmental Monitoring and Assessment Section
 Metropolitan Council Environmental Services
 2400 Childs Road
 St. Paul, MN 55106

Phone: 651-602-8085
 FAX: 651-602-8220
 E-Mail: leigh.harrod@metc.state.mn.us

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		March 31, 2015
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.: VIII.I.
George F. Esbensen, Fire Chief/Director of Emergency Preparedness	Card Access for Aquatics Center upgrade	

Requested Action

Move to: Approve contract for the purchase and installation of CAT 6 cable for card access and IP camera for the Community Center Aquatics Upgrade project.

Synopsis:

This project is for purchase and installation of a CAT 6 cable for electronic control of 40 card readers or doors and 25 IP cameras. The readers and cameras will be added to the existing citywide security system. The project cost is \$ 32,530.

Attachments

VTI statement of work
Contract



Proposal – Statement of Work

This document and all communications related to this proposal are considered confidential and proprietary

February 26, 2015

Mark Vandenberghe
City of Eden Prairie
1600 Valley View Road
Eden Prairie, MN 55346

**Re: EP Aquatic Center CCTV & Access Control Cable
Proposal No. 103700**

Dear Mark:

VTI Security Integrators (VTI) is pleased to provide this proposal for your review and consideration. Our proposal is representative of the necessary technology solutions to effectively serve you with the highest regards to quality in products and installation workmanship.

Below please find a detailed project scope, equipment list, pricing summary, and a section covering terms and conditions.

Project Scope

Quote for providing and installing cable for the access control and CCTV systems for the Aquatics project. Devices included in the cable quote:

40 card reader locations consisting of:

- 23 card reader doors with reader and lock cable.
- 8 card reader doors with In/Out readers and lock cable.
- 1 card reader door with reader, lock and auto interface cable.
- 4 monitored doors with door contact cable.

27 Camera locations with CAT6 cable.

- Patch panels for rooms 134 and 220.
- RJ45 connectors and terminations.

Quote includes the following cable prep work:

- Sleeves through walls for cable routes
- Fire stop
- Bridal ring cable supports attached to concrete ceiling in corridors.

Total (Tax Not Included - Tax Exempt)

\$32,530.00

RJM and Gephart are to provide the following to support low voltage cable install:

1. Sleeves from first floor to room 220.
2. Two 2” conduits from the pool office room 175 to hallway 110.
3. Access panels 24’ x 24” at doors that have a hard ceiling.

Terms:

VTI standard payment terms are Net 30 from invoice date and interest of 1.5% monthly on all unpaid and undisputed balances. **VTI's** standard billing practice is to progress bill every thirty (30) days. This includes billing for material ordered and received at **VTI** for your project. You may choose to take possession of this material and store it at your own site or it may be stored at **VTI** at no charge. Deposits may be required depending on the customer's credit history, and any upfront costs incurred by **VTI**, if the project is \$30,000 or greater and/or if the project is estimated to take six (6) months or longer to complete.

This proposal and all costs associated with it are valid for 60 days from the date of the proposal. After 60 days, prices are not guaranteed and may be subject to change.

VTI will continue to be responsive to your requirements regarding this proposal. If you have any questions or other matters, please feel free to contact me.

Respectfully Submitted By: Ralph Michels, Senior Account Manager
Direct: (952) 707-9511
Email: ralph.michels@vtisecurity.com

Authorization:

The following signatures reflect acceptance and authorization of Proposal - Statement of Work 103700 and are bound by the Terms & Conditions of this Agreement or Master Services Agreement between the Parties.

VideoTronix Incorporated
d.b.a. VTI Security Integrators

City of Eden Prairie

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

P.O.#: _____

Standard Purchasing Contract

This Contract ("Contract") is made on the ____1__ day of __March____, 20__15__, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and VideoTronix, incorporated dba VTI Security Integrators_____, a Minnesota ____Company____ (hereinafter "Vendor") whose business address is____401 West Travelers Trail Burnsville, MN 55337_____.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of vendors to provide a variety of goods and/or services for the City. That policy requires that persons, firms or corporations providing such goods and/or services enter into written agreements with the City. The purpose of this Contract is to set forth the terms and conditions for the provision of goods and/or services by Vendor for _____ Community Center Addition_____ hereinafter referred to as the "Work".

The City and Vendor agree as follows:

1. **Scope of Work.** The Vendor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. The terms of this Contract shall take precedence over any provisions of the Vendor's proposal and/or general conditions.
2. **Term of Contract.** All Work under this Contract shall be provided, performed and/or completed by _____10-01-2015_Phase C_____.
3. **Compensation for Services.** City agrees to pay the Vendor [a fixed sum of \$____32,530.00_____] OR [an hourly sum of \$_____, with total payments not to exceed _____] as full and complete payment for the goods, labor, materials and/or services rendered pursuant to this Contract and as described in Exhibit A.
4. **Method of Payment.** Vendor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to the City.
5. **Staffing.** The Vendor has designated _____Performance Cable Systems_____ to perform the Work. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Vendor may not remove or replace the designated staff without the approval of the City.

[STAFFING PROVISION REQUIRED ONLY FOR SERVICES]

6. **Standard of Care.** Vendor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota.
7. **Insurance.**
 - a. **General Liability.** Vendor shall maintain a general liability insurance policy with limits of at least \$1,500,000.00 for each person, and each occurrence, for both personal injury and property damage. Vendor shall provide City with a Certificate of Insurance verifying insurance coverage before providing service to the City.
 - b. **Worker's Compensation.** Vendor shall secure and maintain such insurance as will protect Vendor from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Vendor's services under this Contract.
8. **Indemnification.** Vendor will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a

reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Contract by Vendor, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Vendor, its agents, contractors and employees, relative to this Contract. City will indemnify and hold Vendor harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.

9. **Termination.** This Contract may be terminated by either party by seven (7) days' written notice delivered to the other party at the addresses written above. Upon termination under this provision if there is no fault of the Vendor, the Vendor shall be paid for services rendered until the effective date of termination.
10. **Independent Contractor.** At all times and for all purposes herein, the Vendor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Vendor an employee of the City.
11. **Non-Discrimination.** During the performance of this Contract, the Vendor shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Vendor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Vendor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
12. **Subcontract or Assignment.** Vendor shall not subcontract any part of the services to be provided under this Contract; nor may Vendor assign this Contract, or any interest arising herein, without the prior written consent of the City.
13. **Services Not Provided For.** No claim for services furnished by Vendor not specifically provided for in Exhibit A shall be honored by the City.
14. **Compliance with Laws and Regulations.** Vendor is responsible for knowing of and abiding by all statutes, ordinances, rules and regulations pertaining to the type of services provided pursuant to this Contract.
15. **Audits and Data Practices.** The books, records, documents, and accounting procedures and practices of the Vendor or other parties relevant to this agreement are subject to examination by the City and either Legislative Auditor or the State Auditor for a period of six years after the effective date of this contract. This Contract is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Vendor in performing any of the functions of the City during performance of this Contract is subject to the requirements of the Data Practice Act and Vendor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Vendor in relation to this Contract shall contain similar Data Practices Act compliance language.
16. **Conflicts.** No salaried officer or employee of the City and no member of the Council, or Commission, or Board of the City shall have a financial interest, direct or indirect, in this contract. The violation of this provision renders the contract void. Any federal regulations and applicable state statutes shall not be violated.
17. **Damages.** IN NO EVENT WILL VTI'S LIABILITY OF ANY KIND WITH RESPECT TO THE SERVICES, PRODUCTS AND OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

VTI WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES, PRODUCTS AND OTHER MATERIALS UNDER THIS AGREEMENT, OTHER THAN ANY SUCH LOSS OR DAMAGE RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF VTI.

- 18. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.
- 19. **Severability.** The provisions of this Contract are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Contract.
- 20. **Entire Agreement.** The entire agreement of the parties is contained herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

Executed as of the day and year first written above.

CITY OF EDEN PRAIRIE

Mayor

City Manager

VENDOR

By: _____

Its: _____

[Handwritten Signature]
[Handwritten Title: COO]

CITY COUNCIL AGENDA SECTION: Consent		DATE: March 31, 2015
DEPARTMENT/DIVISION: Community Development: Janet Jeremiah/David Lindahl	ITEM DESCRIPTION: Lighthouse Daycare 8098 Glen Lane – Renewal Waiver	ITEM NO.: VIII.J.

Requested Action

Move to: Approve agreement of waiver and consent to exercise a first option term for the lease with Lighthouse Daycare for City owned property located at 8098 Glen Lane.

Synopsis

In 2010, the City leased 8098 Glen Lane to Ace Daycare Center and subsequently in 2013 assigned the lease to a different owner/operator, Lighthouse Daycare. The lease is set to expire in September of this year unless the tenant provides notification of its intent to exercise a 5 year renewal option, which they have.

Although all options of the original lease were assigned to the new tenant, there was one exception: only the original tenant has the option to exercise the renewal without a waiver from the City. Staff recommends providing a waiver to this exception in order to allow the existing tenant to continue to operate the daycare center for another 5 years starting October 1, 2015.

The current rent of \$14 per square foot or \$66,500 annually - will be increased according to a formula outlined in the lease. The new rental rate will go into effect at the beginning of the new term.

It should also be noted that the City at any time can exercise an early lease termination option if it chooses to sell the property - provided it gives the tenant 365 days (1 year) notice.

Background

The City acquired 8098 Glen Lane property on March 1, 2010, as part of a taking for the Singletree Lane road expansion. What remains after the road taking is a 4,750 square foot building on a 26,615 square foot site. The City Council initially instructed staff to sell the remaining property but eventually decided it should be leased until a suitable redevelopment proposal emerged that is consistent with the City's Town Center plans.

Attachment

Waiver

**AGREEMENT OF WAIVER AND CONSENT BY LANDLORD TO EXERCISE OF
FIRST OPTION TERM BY ASSIGNEE OF ORIGINAL TENANT**

WHEREAS the City of Eden Prairie, Landlord and Ace Daycare Center, Inc., Tenant, entered into that certain Lease of 8098 Glen Lane, Eden Prairie, Minnesota, 55344, with a Lease Execution Date of September 7, 2010 and Commencement Date of September 8, 2010.

WHEREAS by that certain Assignment and Assumption of Lease dated the 15th day of October, 2013 Tenant assigned the Lease to Lighthouse Daycare Center, Inc., Assignee, and Assignee assumed and accepted the assignment of all of Tenant's right, title and interest in and to, and obligations under the Lease and further both Tenant and Assignee agreed that except as modified in the Assignment and Assumption of Lease, the Lease terms remain in full force and effect.

WHEREAS, the Landlord acknowledged and agreed to the assignment of the Lease and ratified and confirmed that the Lease, as assigned, as valid and continuing in full force and effect on and subject to all of the terms of the Lease, the Assignment and Assumption and the Acknowledgement by Landlord.

WHEREAS, the Lease provides in paragraph 1.3 for two (2) options ("First Option Term" and "Second Option Term") to extend the term of the Lease.

WHEREAS, paragraph 1.3 states that the Options granted to Tenant in this Lease are personal to the original Tenant and may be exercised only by the original Tenant.

WHEREAS, Assignee desires to exercise the First Option Term as set forth in paragraph 1.3 of the Lease to extend the term of the Lease for a period of five (5) years.

WHEREAS, Landlord is willing to waive the condition that the First Option Term may be exercised only by the original Tenant.

NOWHEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the Landlord and Assignee agree as follows:

1. Landlord hereby waives the condition in the Lease that the First Option Term may be exercised only by the original Tenant and consents to the exercise of the First Option Term by Assignee, subject to all terms and conditions as set forth in the Lease.
2. This waiver and consent by Landlord is not a waiver of any other term, condition or covenant of the Lease including but not limited to the condition that the Second Option Term may be exercised only by the original Tenant.
3. Except as modified by the terms hereof the Lease remains in full force and effect.

CITY OF EDEN PRAIRIE, LANDLORD

By: _____
Its Mayor

By: _____
Its City Manager

Dated: March __, 2015

LIGHTHOUSE DAYCARE CENTER, INC.,
ASSIGNEE

By: _____

Its _____

By: _____

Its _____

Dated: March __, 2015

CITY COUNCIL AGENDA		DATE:
SECTION: Public Hearings		March 31, 2015
DEPARTMENT/DIVISION: Community Development/Planning Janet Jeremiah/Steve Durham	ITEM DESCRIPTION: Wagner Property	ITEM NO.: IX.A.

Requested Action

Move to:

- Close the Public Hearing; **and**
- Adopt the Resolution for Planned Unit Development Concept Review on 6.5 acres; **and**
- Approve 1st Reading of the Ordinance for Planned Unit Development District Review with waivers, and Zoning District Change from R1-22 to R1-13.5 on 6.5 acres; **and**
- Adopt the Resolution for Preliminary Plat on 6.5 acres into 12 lots; **and**
- Direct Staff to prepare a Development Agreement incorporating Staff and Commission recommendations and Council conditions.

Synopsis

This development proposes the creation of 12 single family lots. The gross density of the project is 1.85 units per acre. Waivers from the minimum lot width at the Right of Way line are being requested. Granting of the waivers provide for a subdivision design that utilizes through street connections and eliminates the use of cul-de-sacs.

Background

The following waivers from the minimum lot width at Right of Way Line are requested:

- Lot 3, Block 2 from 85 feet to 80 feet.
- Lot 4, Block 2 from 85 feet to 78 feet.
- Lot 5, Block 2 from 85 feet to 82 feet.
- Lot 6, Block 2 from 85 feet to 72 feet.
- Lot 7, Block 2 from 85 feet to 75 feet.
- Lot 8, Block 2 from 85 feet to 76 feet.

The 120-Day Review Period Expires on May 13, 2015.

Planning Commission Recommendation

The Planning Commission voted 6-0 to recommend approval of the project at the February 23, 2013 meeting.

Attachments

1. Ordinance
2. Resolution PUD Concept
3. Resolution Preliminary Plat
4. Staff Report
5. Location Map
6. Land Use Map
7. Zoning Map
8. Aerial photo
9. Approved Planning Commission Minutes 02/23/15
10. Letter from Pentom Land Company 3-25-15

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. __-2015-PUD-__-2015

AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA, REMOVING CERTAIN LAND FROM ONE ZONING DISTRICT AND PLACING IT IN ANOTHER, AMENDING THE LEGAL DESCRIPTIONS OF LAND IN EACH DISTRICT, AND, ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE, MINNESOTA, ORDAINS:

Section 1. That the land which is the subject of this Ordinance (hereinafter, the “land”) is legally described in Exhibit A attached hereto and made a part hereof.

Section 2. That action was duly initiated proposing that the land be removed from the R1-22 Zoning District and be placed in the R1-13.5 Zoning District 00-2015-PUD-00-2015 (hereinafter "PUD-00-2015-R1-13.5”).

Section 3. The land shall be subject to the terms and conditions of that certain Development Agreement dated as of MONTH 00, 2015 entered into between The Pemtom Land Company and the City of Eden Prairie, (hereinafter “Development Agreement”). The Development Agreement contains the terms and conditions of PUD-00-2015-R1-13.5, and are hereby made a part hereof.

Section 4. The City Council hereby makes the following findings:

- A. PUD-00-2015-R1-13.5 is not in conflict with the goals of the Comprehensive Guide Plan of the City.
- B. PUD-00-2015-R1-13.5 is designed in such a manner to form a desirable and unified environment within its own boundaries.
- C. The exceptions to the standard requirements of Chapters 11 and 12 of the City Code that are contained in PUD-00-2015-R1-13.5 are justified by the design of the development described therein.
- D. PUD-00-2015-R1-13.5 is of sufficient size, composition, and arrangement that its construction, marketing, and operation are feasible as a complete unit without dependence upon any subsequent unit.

Section 5. The proposal is hereby adopted and the land shall be, and hereby is removed from the R1-22 Zoning District, and placed in the R1-13.5 Zoning District and shall be included hereafter in the Planned Unit Development PUD-00-2015-R1-13.5 and the legal

descriptions of land in each district referred to in City Code Section 11.03, subdivision 1, subparagraph B, shall be and are amended accordingly.

Section 6. City Code Chapter 1 entitled “General Provisions and Definitions Applicable to the Entire City Code Including Penalty for Violation” and Section 11.99 entitled “Violation a Misdemeanor” are hereby adopted in their entirety by reference, as though repeated verbatim herein.

Section 7. This Ordinance shall become effective from and after its passage and publication.

FIRST READ at a regular meeting of the City Council of the City of Eden Prairie on the 00th day of MONTH, 2015, and finally read and adopted and ordered published in summary form as attached hereto at a regular meeting of the City Council of said City on the __ day of _____, 2015.

ATTEST:

Kathleen Porta, City Clerk

Nancy Tyra-Lukens, Mayor

PUBLISHED in the *Eden Prairie News* on _____, 2015.

EXHIBIT A

Wagner Property

Legal Description before Final Plat:

Lot 19 and 20 Eden Prairie Acres, Hennepin County, Minnesota.

Legal Description after Final Plat:

Lots 1 - 2 Block 1, Lots 1-9 Block 2, Lot 1 Block 3 Wagner Property, Hennepin County, Minnesota

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015-___

**A RESOLUTION APPROVING THE PLANNED UNIT DEVELOPMENT
CONCEPT OF WAGNER PROPERTY FOR THE PENTOM LAND COMPANY**

WHEREAS, the City of Eden Prairie has by virtue of City Code provided for the Planned Unit Development (PUD) Concept of certain areas located within the City; and

WHEREAS, the Planning Commission did conduct a public hearing on February 23, 2015 on Wagner Property by Pentom Land Company and considered their request for approval of the PUD Concept plan and recommended approval of the request to the City Council; and

WHEREAS, the City Council did consider the request on March 31, 2015

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eden Prairie, Minnesota, as follows:

1. Wagner Property, being in Hennepin County, Minnesota, legally described as outlined in Exhibit A, is attached hereto and made a part hereof.
2. That the City Council does grant PUD Concept approval as outlined in the plans stamp dated February 11, 2015.
3. That the PUD Concept meets the recommendations of the Planning Commission dated February 23, 2015.

ADOPTED by the City Council of the City of Eden Prairie this 31st day of March, 2015

Nancy Tyra-Lukens, Mayor

ATTEST:

Kathleen Porta, City Clerk

EXHIBIT A

Legal Description before Final Plat:

Lot 19 and 20 Eden Prairie Acres, Hennepin County, Minnesota.

Legal Description after Final Plat:

Lots 1 - 2 Block 1, Lots 1-9 Block 2, Lot 1 Block 3 Wagner Property, Hennepin County, Minnesota

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015-___

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF WAGNER PROPERTY FOR THE PEMTOM LAND COMPANY**

BE IT RESOLVED, by the Eden Prairie City Council as follows:

That the preliminary plat of Wagner Property for The Pemtom Land Company stamp dated February 11, 2015, and consisting of 6.5 acres into 12 lots, a copy of which is on file at the City Hall, is found to be in conformance with the provisions of the Eden Prairie Zoning and Platting ordinances, and amendments thereto, and is herein approved.

ADOPTED by the Eden Prairie City Council on the 31st day of March, 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

Kathleen Porta, City Clerk

TO: Planning Commission
FROM: Steve Durham, Planner II
DATE: February 23, 2015
SUBJECT: Wagner Property
APPLICANT: The Pemton Land Company
OWNER: Jane Wagner Weisman
LOCATION: 10841 and 10861 Blossom Road, Eden Prairie, MN

120 DAY REVIEW: May13, 2015

- REQUEST:**
- Zoning District Change from R1-22 to R1-13.5 on 6.5 acres
 - Planned Unit Development Concept Review on 6.5 acres
 - Planned Unit Development District Review with waivers on 6.5 acres
 - Preliminary Plat of 6.5 acres into 12 lots and road right of way

COMPREHENSIVE PLAN & ZONING

The Comprehensive Guide Plan shows the proposed site guided Low Density Residential allowing a density of up to 2.5 units per acre. The property is zoned R1-22.

The property to the northwest is guided and zoned for Public use. The property to the east is guided Medium Density (up to 6.5 units per acre,) and zoned RM-6.5. The property to the west is Guided Low Density and zoned R1-13.5.

PRELIMINARY PLAT

This project is the subdivision of 6.5 acres into 12 single family lots.

The preliminary plat shows 12 single-family lots at a gross density of 1.85 units per acre. The lot sizes range from 13,500 sq. ft. to 32,045 square feet meeting or exceeding City Code requirements.

PLANNED UNIT DEVELOPMENT WAIVERS (PUD)

Waivers are requested from the minimum lot width at Right of Way Line. City Code required 85'. Lots identified in the preliminary plat with minimum lot width at Right of Way Line include:

- Lot 3, Block 2 from 85 feet to 80 feet.
- Lot 4, Block 2 from 85 feet to 78 feet.
- Lot 5, Block 2 from 85 feet to 82 feet.
- Lot 6, Block 2 from 85 feet to 72 feet.
- Lot 7, Block 2 from 85 feet to 75 feet.

Staff Report – Wagner Property

February 23, 2015

Page 2

Lot 8, Block 2 from 85 feet to 76 feet.

The Granting of the waivers provide for a subdivision design that utilizes through street connections and eliminates the use of cul-de-sacs. All proposed lots, at the building setback line, meet an 85' lot width. However, City Code requires 85' lot width at the Right of Way Line at the street. The use of PUD waivers have been used to produce a plan that benefits the City. In this scenario, a through street design versus use of cul-de-sacs promotes public safety access and decreases snow removal maintenance time.

TREE REPLACEMENT

There are 894 diameter inches of significant trees on the property. Tree loss is 432 diameter inches, or 48.3%. The required tree replacement is 278 caliper inches. The tree replacement plan includes 278 caliper inches meeting code requirement. The developer will be required to provide financial security for these trees.

SPECIAL ASSESSMENTS

A special assessment agreement is required for the trunk assessments.

STREETS

Public streets are provided with the connection of Lawson Lane to Meade Lane and the connection of Windsor Terrace to Blossom Road. It is expected that the existing portion of Meade Lane will be renamed to Lawson Lane.

UTILITIES

City sewer and water will need to be extended through the site by the developer.

WATER QUALITY

The proposed plan provides the required storm water treatment.

STAFF RECOMMENDATION

Recommend approval of the following request:

- Zoning District Change from R1-22 to R1-13.5 on 6.5 acres
- Planned Unit Development Concept Review on 6.5 acres
- Planned Unit Development District Review with waivers on 6.5 acres
- Preliminary Plat of 6.5 acres into 12 lots and road right of way

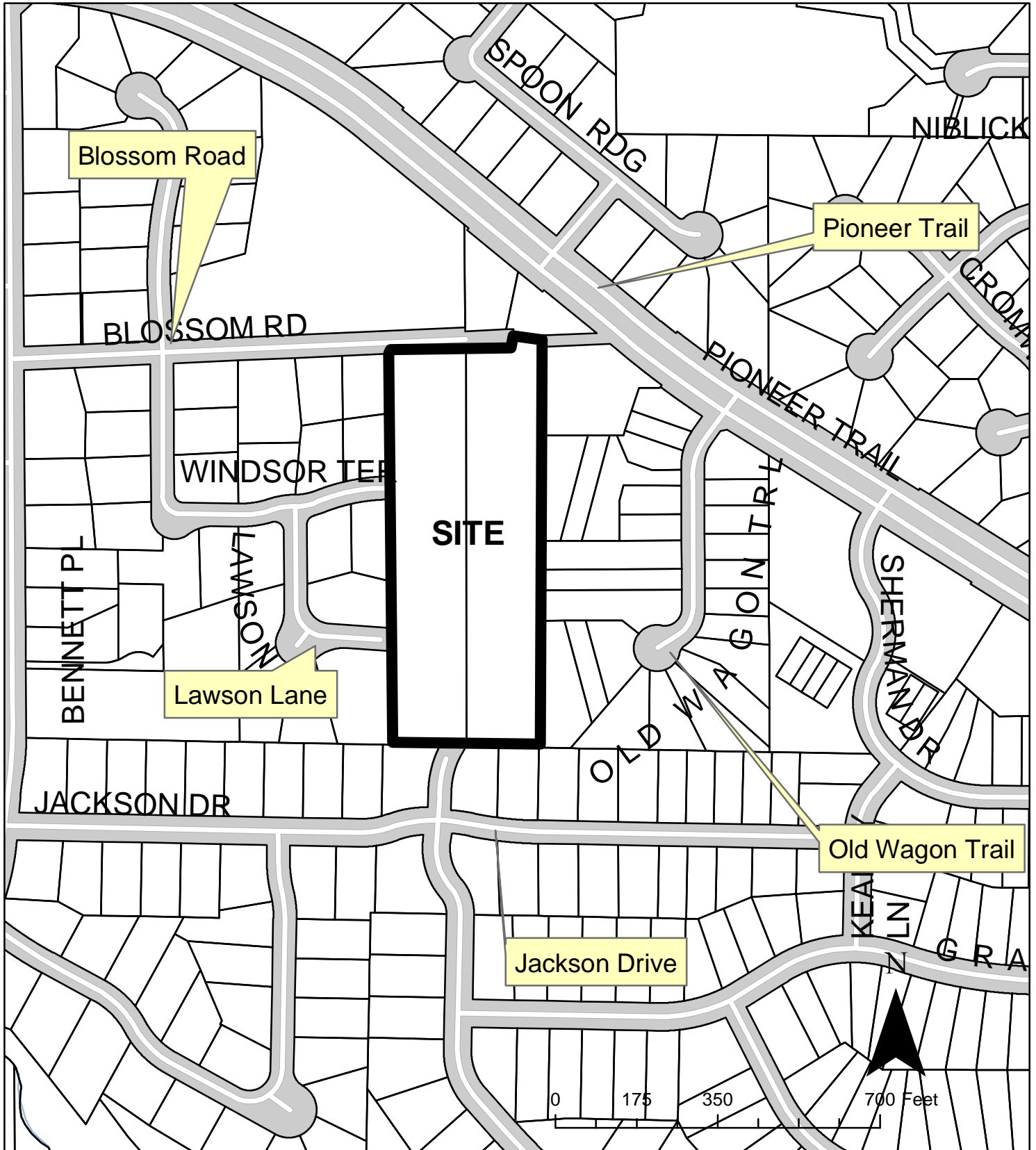
This is based on plans stamp dated February 11, 2015, the Staff Report dated February 23, 2015 and the following conditions:

1. Prior to release of the final plat, the proponent shall:

- A. Submit detailed storm water runoff, utility, street, and erosion control plans for review and approval by the City Engineer.
 - B. Sign special assessment agreement for City trunk sewer and water assessment fees.
 - C. Provide copies of legal documents, either in Homeowners Association format or private covenant and agreement format to be approved by the City that shall address the following:
 - Describe the long term private maintenance or replacement agreement for the retaining wall that is to be located on and across proposed Lot 7, Block 2 and proposed Lot 8, Block 2 of the Wagner Property.
 - Insertion of Language in the documents that relinquishes the City of Eden Prairie from maintenance or replacement of the retaining walls.
2. Prior to land alteration permit issuance, the proponent shall:
- A. Submit a tree replacement bond, letter of credit, or escrow surety equivalent to 150% of the cost of the landscaping.
 - B. Obtain and provide documentation of Watershed District approval.
 - C. Notify the City and Watershed District 48 hours in advance of grading.
 - D. Install erosion control at the grading limits of the property for review and approval by the City.
3. Prior to building permit issuance for the property, the proponent shall:
- A. Pay the appropriate cash park fees.
 - B. Provide recorded copies of any Home Owner Association documents or private covenants and agreements to the City following recording of the final plat.
4. The following waivers from minimum lot width at Right of Way Line are granted through the PUD for the project as indicated in the plans stamp dated February 11, 2015:
- Lot 3, Block 2 from 85 feet to 80 feet.
 - Lot 4, Block 2 from 85 feet to 78 feet.
 - Lot 5, Block 2 from 85 feet to 82 feet.
 - Lot 6, Block 2 from 85 feet to 72 feet.
 - Lot 7, Block 2 from 85 feet to 75 feet.
 - Lot 8, Block 2 from 85 feet to 76 feet.

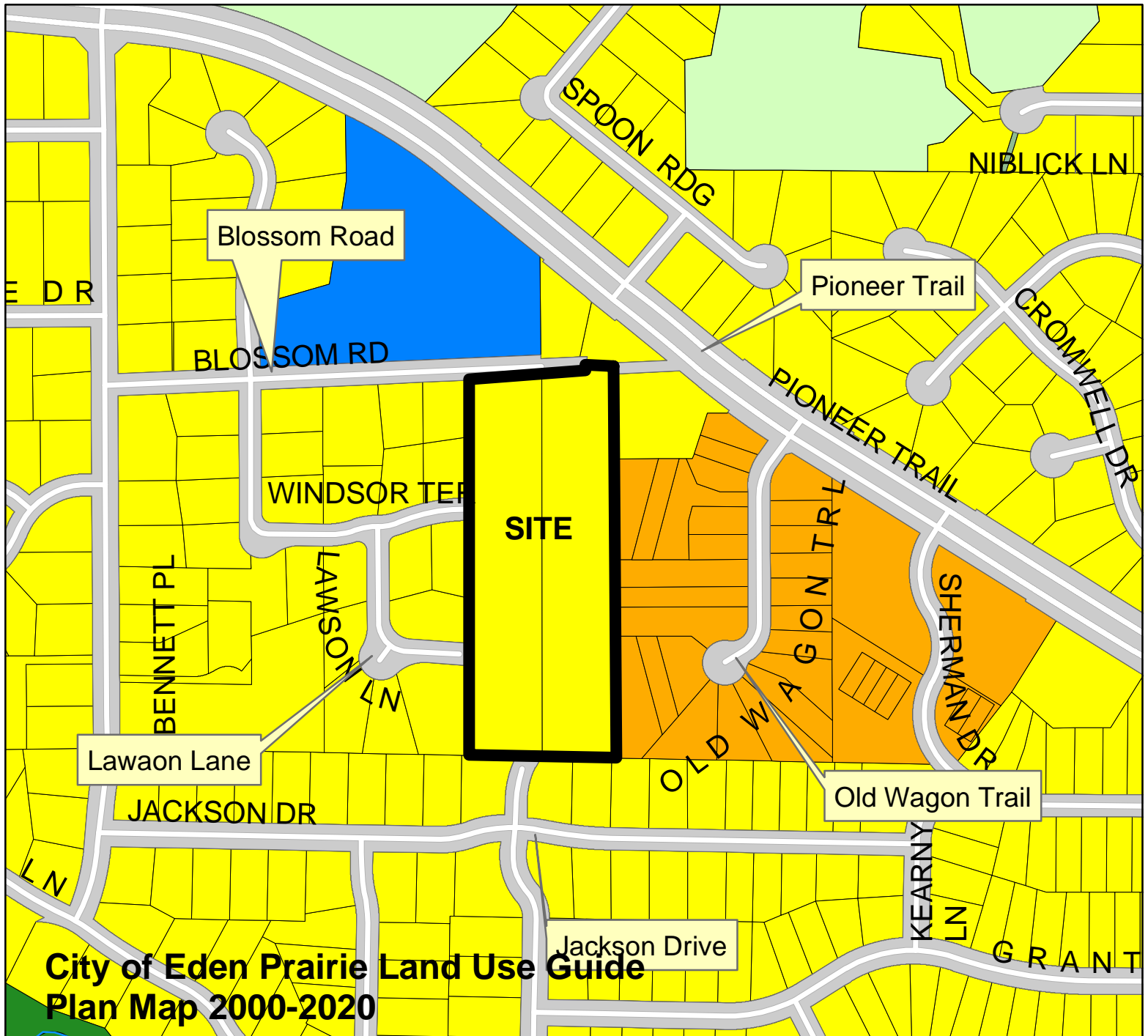
Area Location Map - Wagner Property

Address: 10841 and 10861 Blossom Road
Eden Prairie, Minnesota 55347






























Guide Plan Map - Wagner Property

10841 and 10861 Blossom Road, Eden Prairie, MN 55347



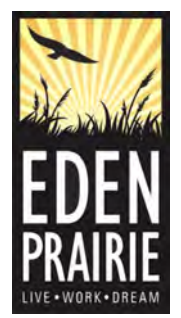
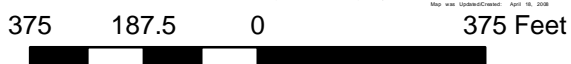
City of Eden Prairie Land Use Guide
Plan Map 2000-2020

- | | |
|---|---|
|  Rural Residential 0.10 Units/Acre |  Neighborhood Commercial |
|  Low Density Residential 0-2.5 Units/Acre |  Community Commercial |
|  Low Density/Public/Open Space |  Regional Commercial |
|  Medium Density residential 2.5-10 Units/Acre |  Town Center |
|  Medium Density Residential/Office |  Park/Open Space |
|  High Density Residential 10-40 Units/Acre |  Public/Quasi-Public |
|  Airport |  Golf Course |
|  Office |  Church/ Cemetary |
|  Office/Industrial |  Open Water |
|  Office/Public/Open Space |  Right-Of-Way |
|  Industrial | |

-  Streams
-  Principal Arterial
-  A Minor Arterial
-  B Minor Arterial
-  Major Collector
-  Minor Collector

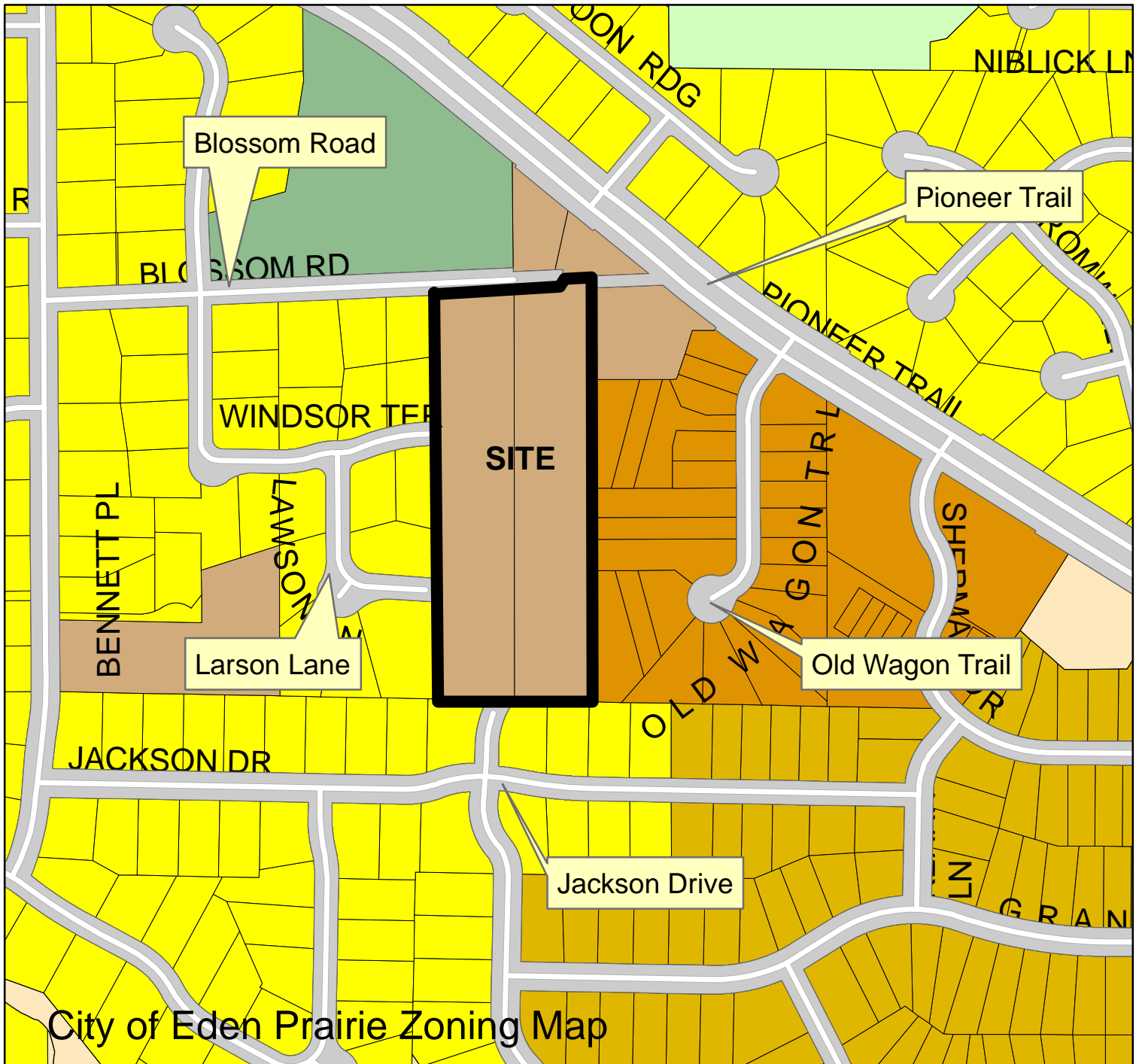
DATE Approved 03-19-03	DATE Revised 12-06-06
DATE Revised 01-07-05	DATE Revised 03-01-07
DATE Revised 11-07-05	DATE Revised 06-01-07
DATE Revised 02-23-06	DATE Revised 10-01-07
DATE Revised 03-23-06	DATE Revised 03-01-08
DATE Revised 06-23-06	DATE Revised 03-01-09

DISCLAIMER: The City of Eden Prairie does not warrant the accuracy or the completeness of the information contained on this map. It is your responsibility to verify the accuracy of the information on this map with the City of Eden Prairie. The City of Eden Prairie does not assume any liability for damages, loss of business, interruption of business, or other consequences that may result from the use of this map. The City of Eden Prairie reserves the right to amend, modify, or update this map at any time without notice. The City of Eden Prairie does not assume any liability for damages, loss of business, interruption of business, or other consequences that may result from the use of this map. Map was updated/created: April 18, 2008



Zoning Map - Wagner Property

10841 and 10861 Blossom Road, Eden Prairie, MN 55347



City of Eden Prairie Zoning Map

- | | |
|--------------------------------------|----------------------------------|
| Rural | Regional Commercial |
| R1-44 One Family-44,000 sf. min. | TC-C |
| R1-22 One Family-22,000 sf. min. | TC-R |
| R1-13.5 One Family-13,500 sf. min. | TC-MU |
| R1-9.5 One Family-9,500 sf. min. | Industrial Park - 2 Acre Min. |
| RM-6.5 Multi-Family-6.7 U.P.A. max. | Industrial Park - 5 Acre Min. |
| RM-2.5 Multi-Family-17.4 U.P.A. max. | General Industrial - 5 Acre Min. |
| Office | Public |
| Neighborhood Commercial | Golf Course |
| Community Commercial | Water |
| Highway Commercial | Right of Way |
| Regional Service Commercial | |

Shoreland Management Classifications

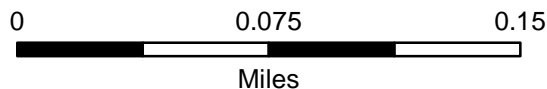
- NE Natural Environment Waters
- RD Recreational Development Waters
- GD General Development Waters (Creeks Only)
- 100 - Year Floodplain

Up dated through approved Ordinances #26-2008

Ordinance #33-2001 (BFI Addition) approved, but not shown on this map edition

Date: March 1, 2009

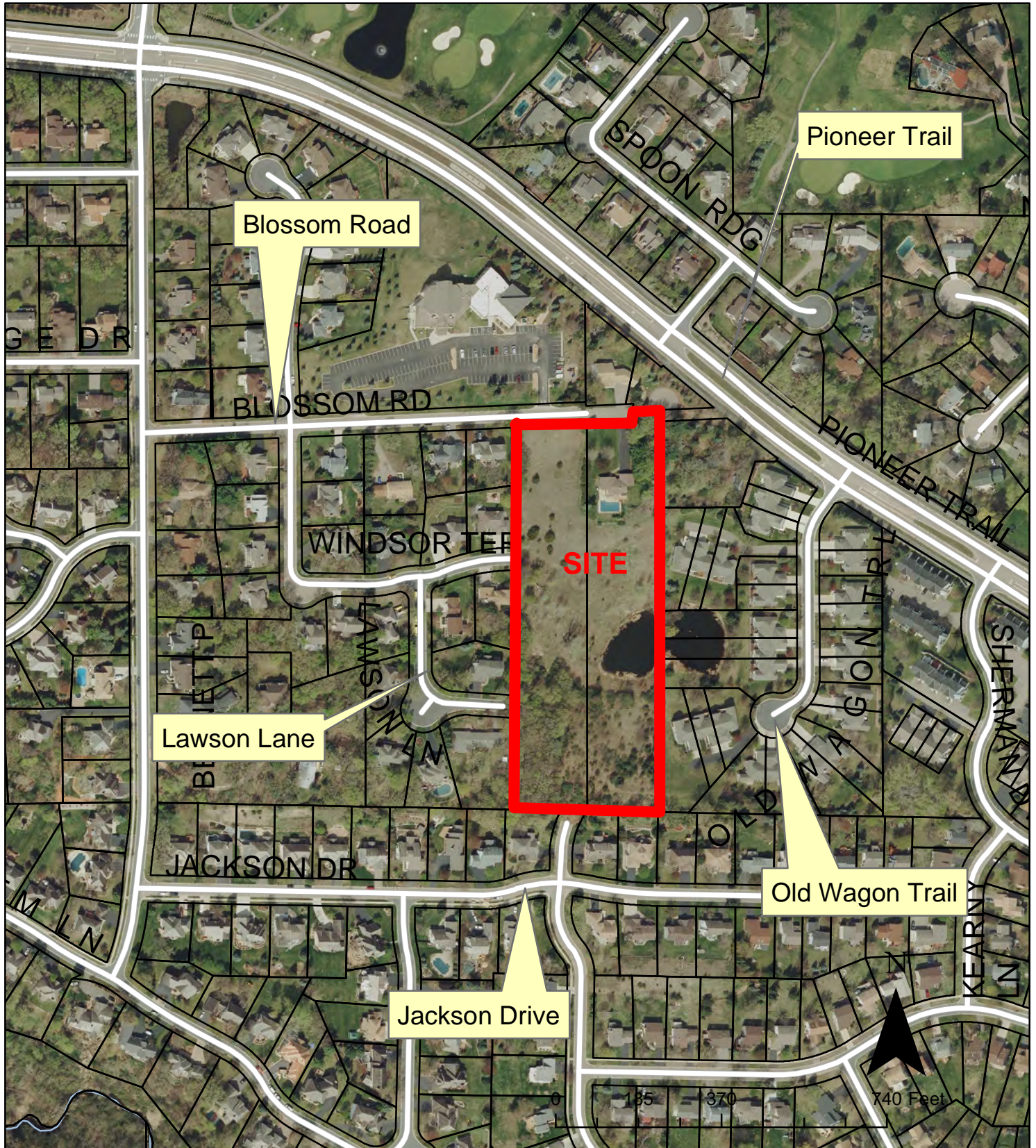
In case of discrepancy related to a zoning classification on this zoning map, the Ordinance and attached legal description on file at Eden Prairie City Center will prevail.



DISCLAIMER: The City of Eden Prairie does not warrant the accuracy of the information or the reliability of the information. The City of Eden Prairie is not responsible for any damage, including loss of business, loss of property, or loss of income, or any other loss, that may result from the use of this map or the information contained herein. The information is provided as a general guide only. For more information, please contact the City of Eden Prairie, Planning and Zoning Department, 10000 Eden Prairie Road, Eden Prairie, MN 55347. Phone: 952.941.2000. Fax: 952.941.2001. Email: planning@edenprairie.com. Website: www.edenprairie.com. © 2009 City of Eden Prairie.

Aerial Map - Wagner Property

Address: 10841 and 10861 Blossom Road
Eden Prairie, Minnesota 55347



APPROVED MINUTES

EDEN PRAIRIE PLANNING COMMISSION

MONDAY, FEBRUARY 23, 2015

**7:00 P.M., CITY CENTER
Council Chambers
8080 Mitchell Road**

COMMISSION MEMBERS:

John Kirk, Jon Stoltz, Travis Wuttke, Steven Frank, Ann Higgins, Mary Egan, Charles Weber, Andrew Pieper

STAFF MEMBERS:

Julie Klima, City Planner
Stu Fox, Manager of Parks and Natural Resources
Rod Rue, City Engineer
Julie Krull, Recording Secretary

I. PLEDGE OF ALLEGIANCE – ROLL CALL

Chair Stoltz called the meeting to order at 7:00 p.m. Frank and Kirk were absent.

II. APPROVAL OF AGENDA

MOTION by Higgins, seconded by Pieper, to approve the agenda. **Motion carried 6-0.**

III. MINUTES

A. PLANNING COMMISSION MEETING HELD ON FEBRUARY 9, 2015

MOTION by Pieper, seconded by Wuttke, to approve the minutes. **Motion carried 4-0; Egan and Stoltz abstained.**

IV. INFORMATIONAL MEETINGS

V. PUBLIC MEETINGS

VI. PUBLIC HEARINGS

**A. WAGNER PROPERTY by Pentom Land Company
Location: 10841 and 10861 Blossom Road**

Request for:

- Planned Unit Development Concept Review on 6.5 acres

- Planned Unit Development District Review with waivers on 6.5 acres
- Zoning District Change from R1-22 to R1-13.5 on 6.5 acres
- Preliminary Plat of 6.5 acres into 12 lots and road right of way

Dan Blake, representing The Pemton Land Company, presented the proposal. He stated they did have a neighborhood meeting last month with approximately 30 people in attendance. Mr. Blake utilized the overhead projector to show where the property was located on the map. He pointed out there are 12 single family lots on 6.5 acres. There is also a lot of topography on this site. A good portion of trees are cedar, along with some oak. Mr. Blake said he would rather answer questions from the City Staff, Commission and the public.

Chair Stoltz asked Klima to review the staff report. Klima said the need for the waiver is the necessity to connect all of the roads through the project. Staff recommends approval subject to the conditions listed in the staff report.

Chair Stoltz opened the meeting up for public input.

Kathy Mason, (unknown address), asked who it was that stated they did not want a cul-de-sac. Klima said when Mr. Blake came in to talk to City Staff, the Planning and Engineering Staff said that the roads should connect on this property consistent with city plans.

Higgins asked Mr. Blake about the tree replacement program and that there are some red pines slated to be removed. In regards to the history of this property, she asked if these trees could be saved. Mr. Blake said he would be open to reviewing this and would keep the trees where ever possible.

MOTION by Weber, seconded by Egan, to close the public hearing. **Motion carried 6-0.**

MOTION by Weber, seconded by Egan, to recommend approval of the PUD Concept Review on 6.5 acres; Planned Unit Development Review with waivers on 6.5 acres; Zoning District Change from R1-22 to R1-13.5 on 6.5 acres; Preliminary Plat of 6.5 acres into 12 lots and road right of way based on plans stamp dated February 11, 2015, and the information included in the staff report dated February 23, 2015. **Motion carried 6-0.**

B. CODE AMENDMENT RELATING TO FENCE HEIGHT by City of Eden Prairie

Request to:

- Amend City Code relating to the maximum fence height.

Klima presented this code amendment. She stated the current City Code restricts fence height to 6 feet. The Minnesota Building Code recently revised their

height restriction to 7 feet. The City would like to be consistent with this code and staff recommendation is for approval.

Chair Stoltz opened the meeting up for public input. There was no input.

Wuttke asked if the limitation is 7 feet or could it be higher. Klima said the Planning Commission and City Council can approve a higher fence restriction. In the past, if someone wanted a higher fence, it was first analyzed by staff to see if it is appropriate to ask for a variance request. Chair Stoltz asked if the Commission has ever said no to a variance request. Klima said as long as she has been with the Planning Department she has not seen a variance request turned down. She pointed out Staff will work with the project proponent to fine tune the variance request to a point where it is favorable to city standards.

Wuttke asked if there has been any thought on district differences, in regards to fence height. Klima suggested reviewing item G, it addresses general screening. The way it was written, 6 feet was the same for all the districts and 7 feet would be the same.

Egan commented even though the State is changing their guideline, Eden Prairie does not necessarily have to follow what they do, as then everyone will be putting up 7 foot fences. Klima said the fences would not be required to go to 7 feet, but they would have an opportunity. Egan said she is concerned with a 7 foot fence and asked if that height is really needed. Klima said this is a request to amend the code to keep it consistent with the Minnesota Building Code. The Commission should discuss if this amendment is appropriate for Eden Prairie.

Wuttke said most of the fences are built for 6 foot sections. Klima said with the new restriction for the Minnesota Building Code, she anticipates the fence sections will be built to 7 feet.

Wuttke asked if the LRT will need fences and how high they would be. Klima said they have not gotten into that detail yet in regards to the LRT.

Wuttke asked if Staff has thought about delineation by districts. Chair Stoltz asked if it was done by zones, would it make it easier for staff. Klima said the issue of height variance has primarily been an issue in the residential areas. Wuttke said he would like to see what has been requested in the past 10 years and to see what other cities are doing. Higgins said she would like more information on this and is not prepared to move forward with this tonight. Pieper also agreed he would like some more background information on this.

Chair Stoltz said it appears the majority of the Commission would like more information on this topic.

MOTION by Wuttke, seconded by Higgins, to recommend a continuance to the March 23, 2015 meeting. **Motion carried 6-0.**

VII. PLANNERS' REPORT

No Planners' report.

VIII. MEMBERS' REPORT

A. COMMUNITY ADVISORY COMMITTEE (CAC) REPORT

Weber stated the meeting that was held a few weeks ago discussed the design of the stations. The next Community Advisory Meeting will be held on February 24th.

IX. CONTINUING BUSINESS

No continuing business.

X. NEW BUSINESS

No new business.

XI. ADJOURNMENT

MOTION by Weber, seconded by Higgins, to adjourn the meeting. **Motion carried 6-0.**

There being no further business, the meeting was adjourned at 7:37 p.m.



The Pentom Land Company

7697 ANAGRAM DRIVE
EDEN PRAIRIE, MINNESOTA 55344
(952) 937-0716
www.pentomland.com

March 25, 2105

Honorable Mayor, Members of the City Council and Professional Staff
City of Eden Prairie
8080 Mitchell Rd.
Eden Prairie, MN 55344

Re: Wagner Property Preliminary Plat

Pentom Eden Prairie History:

From our offices in Bloomington in 1970, Pentom ventured out to the vast frontier land of Eden Prairie and purchased the Moran Family farm on the east shores of Mitchell Lake. Originally it was called the Villages of Mitchell Lake (Timber Lakes). We received City approval for lake lots, mid-sized interior lots and townhomes.

Since that time we developed Normandy Crest, Saint John's Field, Wynnfield North, Wynnfield Meadows, Wynnfield on the Lake, Kingston Ridge, Settlers Ridge, Settlers West, Entrevaux and Hennepin Village. This totals nearly 1300 home and townhome sites Pentom has provided in Eden Prairie.

Wagner Property History:

The 6.5 acre property is a re-development of Lots 19 and 20, Eden Acres. Eden Acres was platted in 1912 by The Oswego Investment Company, George F. Blossom and George T. Halbert. Oswego Investment acquired the property from Mrs. Frances E. Bennett (widow). Prior owners in Eden Prairie's pioneer days were Joseph W. Whittlemore and N.R. Brigham. Both Bennett Place and Blossom Road were part of the Eden Acres plat and were initially constructed in 1912.

Mrs. Mary Wagner acquired the 2 lots in 1978 and constructed a home and a pool on lot 20. The Wagners used the property for raising horses, dogs, and general good country living for nearly 35 years. Mary Wagner was an avid horsewoman attending and participating in many horse shows. The heirs of Mary Wagner are selling the property and are supportive of the Pentom plan to build homes for 12 new families on the property.

The neighborhood to the south of the Wagner Property was developed in 1984 (Bluffs East 2nd Addn) and in 1988 (Bluestem Hills 2nd Addn). The neighborhood to the west was developed in 1989 (Blossom Ridge 2nd Addn). The neighborhood to the east was developed in 1994 (Pioneer Trails).

Initial discussions with City staff were held in August 2014 to review land use, preferred street connections, sewer and water access, etc. A neighborhood meeting was conducted in your community room on January 21, 2015. Over 30 of the surrounding neighbors attended as we presented the early plans for the new neighborhood and answered questions of the residents. Staff prepared a project staff report dated February 23, 2105 recommending approval. The Eden Prairie Planning Commission reviewed the proposal on February 23 and voted 6-0 in favor of recommending approval to the City Council.

Your review and feedback of this Wagner property will be appreciated on March 31, 2015. If approved, we will prepare final construction plans and specifications for staff approval. Site development would start in May and be completed before this fall. New home construction would occur over the following 12-24 months.

Pentom will not be the ultimate builder of the homes on the property, but will select one or more custom builder partners capable of building quality homes, expected to be in the \$650,000 - \$850,000 price range.

We are confident of creating another great neighborhood of lasting value for the residents and the City of Eden Prairie. Thank you for considering this proposal.

The Pentom Land Company



Dan Herbst
danherbst@pentom.com



Dan Blake
danblake@pentom.com

CITY COUNCIL AGENDA		DATE:
SECTION: Public Hearings		March 31, 2015
DEPARTMENT/DIVISION: Leslie Stovring Engineering Division	ITEM DESCRIPTION: Approve First Reading of an Ordinance Amending City Code Section 9.60 Relating to the Use of Lake Waters	ITEM NO.: IX.B.

Requested Action

Move to:

- Close the Public Hearing; and
- Approve First Reading of an Ordinance Amending City Code Section 9.60 relating to the use of lake waters

Synopsis

City Code Section 9.60 is being amended to incorporate Slow-No Wake guidelines and procedures for three local lakes, Riley, Staring and Bryant.

Background Information

Minnesota Rules gives cities the authority to adopt ordinances that regulate watercraft speeds on lakes within its jurisdiction. The City is proposing to adopt rules establishing maximum watercraft speed limits that are based upon specific lake water elevations. An ordinance adopting speed regulations shall provide for their enforcement and prescribe penalties for noncompliance. However, before adopting ordinances the City must submit them to the Commissioner of the Department of Natural Resources (DNR) for review and approval.

The procedure for gaining DNR approval begins with the City holding a public hearing on the proposed ordinance. After the public hearing the City must submit the proposed ordinance, a record of the public hearing comments, and additional related to the lakes to the DNR. After receiving all of the required information the DNR has 120 days to approve or deny the proposed ordinance. Upon approval the City may adopt the ordinance in the same manner it adopts all other ordinances. After adoption the City must provide notification to the public including placement of a sign at each public watercraft launching facility outlining essential elements of the ordinance.

Bryant and Staring are under City Council authority for prescribing and implementing restrictions. However, Riley Lake shares jurisdiction with Chanhassen so implementation would require concurrence or potentially a Joint Powers Agreement with them.

Two comments have been received to date: (1) The City of Chanhassen has requested that the City use the 100-year flood elevation rather than the Ordinary High Water Level for placement of the speed limits. Based on review of the historic data for the lake this is a reasonable modification. (2) One resident on Lake Riley has a float plane and has requested an exemption for float planes. Taxi speeds are less than 5 mph and the wake that would be generated would be in the open area, where the wake generated is minimal. Frequency of use is low. Without an exemption they would be stranded during the time that no wake restrictions are in place.

Attachments

- Draft Ordinance
- Comment Letter
- Notice

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 15-_____

AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA AMENDING CITY CODE CHAPTER 9 BY AMENDING SECTION 9.60 RELATING TO THE USE OF LAKE WATERS GENERALLY AND ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 9.99 WHICH, AMONG OTHER THINGS, CONTAIN PENALTY PROVISIONS

THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE, MINNESOTA ORDAINS:

Section 1. City Code, Chapter 9, Section 9.60, Subdivision 1 is hereby amended by re-lettering Subsection F as Subsection G, and by inserting the following new Subsection F:

- F. “Slow-no wake” – Operation of a watercraft at the slowest possible speed necessary to maintain steerage, but in no case greater than five (5) miles per hour.

Section 2. City Code Chapter 9, Section 9.60 is amended by adding the following Subdivision 12:

Subd. 12. Slow-No Wake Restrictions

- A. No person shall operate a watercraft at greater than slow-no wake speed on the following lakes at any time when the water level exceeds the following elevation:

Lake	Water Level at Which Slow-No Wake Restriction Applies
Bryant Lake	Ordinary High Water Level of 852.6
Riley Lake	100 Year Flood Elevation of 866.0
Staring Lake	100 Year Flood Elevation of 817.0

Such restriction shall become effective upon posting notice of the same at Eden Prairie City Hall. All public watercraft accesses shall be posted prior to and during the time restrictions are in place.

- B. The City Public Works Director shall remove a slow-no wake speed restriction when the water level has remained below the following elevation for three (3) consecutive days.

Lake	Water Level at Which Slow-No Wake Restriction No Longer Applies
Bryant Lake	852.5
Riley Lake	865.9
Staring Lake	816.9

- C. The primary responsibility for enforcement of this ordinance shall rest with the Eden Prairie Police Department, the Hennepin County Sheriff’s Department and the Carver County Sheriff’s Department. This, however, shall not preclude enforcement by other licensed peace officers.
- D. All authorized resource management, emergency, and enforcement personnel, while acting in the performance of their assigned duties are exempt from the foregoing restrictions.
- E. It shall be the responsibility of the City of Eden Prairie to provide for adequate notification of the

public of a slow-no wake restriction, which shall include publication in the official newspaper and placement of a sign at each public watercraft access outlining essential elements of the slow-no wake restriction, as well as the placement of necessary buoys and signs. Notice of said restrictions shall also be posted at the Eden Prairie City Hall and on the City's website.

- F. All regulations related to Riley Lake are subject to adoption of a similar ordinance by the City of Chanhassen.

Section 3. This ordinance shall be in effect from and after the date of its passage and publication.

FIRST READ at a regular meeting of the City Council of the City of Eden Prairie on the ___ day of ____, 2015, and finally read and adopted and ordered published at a regular meeting of the City Council of said City on the __ day of _____, 2015.

Kathleen Porta, City Clerk

Nancy Tyra-Lukens, Mayor

Published in the Eden Prairie News on the _____ day of _____, 2015.

Leslie Stovring
Environmental Coordinator
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344

March 20, 2015

Re: Revision to Slow-No Wake Ordinance

Dear Ms. Stovring,

This letter is to request that float planes/seaplanes be exempted from the slow-no wake rules being contemplated by the City of Eden Prairie for Bryant, Riley, and Staring Lakes. I am sending this letter because I will be out of town March 31 and unable to attend the meeting. I operate a small float plane from my home at 9235 Lake Riley Blvd., Chanhassen. Lake Riley has a long history as a seaplane base and of float plane/seaplane activity.

The reasons for the exemption are:

1. Small float planes generate very little wake and what wake is generated during takeoff is located in the middle of the lake and has dissipated to almost nothing by the time it, if any, reaches shoreline. There is no impact.
2. On lakes the size of Lake Riley the taxi speeds are at no wake speeds of 3 to 5 miles per hour. No wake is generated.
3. Float planes cannot be trailered unless disassembled so they would be stranded whenever the rules are in effect.
4. Frequency of float plane usage is very low compared to recreational boating. Float planes do not circle around on the lake like a boat generating repeated wakes. There just is no shoreline impact from float planes the way they are operated on Lake Riley.

I have owned a home on Lake Riley since 1997 and as both a long time boat operator and float plane operator on Lake Riley I can confidently state that comparing the two is truly an apples to oranges comparison and that the operation of a small float plane during a high water event will have no effect on the lake shoreline. Because of this fact there is no need or justification to restrict (which for float planes effectively means prohibit) float plane activity during higher water events.

When I spoke with Ms. Stovring about the proposed restrictions she said that instead of using the Ordinary High Water level she was recommending using the 100 year flood level of 866.0. I support this change as even after relatively light or moderate rain events the water level of Lake Riley can fluctuate a couple of tenths. Thank you for considering my experience and comments.

Sincerely,


Scott Johnson

9235 Lake Riley Blvd., Chanhassen, MN 55317 Ph. 612-889-3265

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

NOTICE OF PUBLIC HEARING

Tuesday, March 31, 2015

7:00 p.m.

**City of Eden Prairie, City Council Chambers
8080 Mitchell Road, Eden Prairie, MN 55347**

NOTICE: Residents of Eden Prairie are invited to attend a Public Hearing regarding revision of City Code Chapter 9.60 - Regulation of Use of Lake Waters Generally to include addition of Slow-No Wake restrictions for Bryant, Riley and Staring Lakes. Comments and questions regarding the proposed ordinance will be taken during the meeting. Public comments can also be sent in writing to Leslie Stovring through 4:30 p.m. on March 31, 2015.

A copy of the draft Ordinance is available for review; please contact Leslie Stovring, Environmental Coordinator, at lstovring@edenprairie.org or 952-949-8327 for a copy.

Notice of this public information meeting was published in the **EDEN PRAIRIE NEWS** on March 12, 2015.

CITY COUNCIL AGENDA		DATE:
SECTION: Public Hearing		March 31, 2015
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.: IX.C.
Jim Richardson Public Works / Engineering	Hearing for the Special Assessment for Nuisance Abatement Action for 19184 Kristie Lane	

Requested Action

Move to:

- Close the public hearing; and
- Adopt the Resolution approving the Special Assessment for Nuisance Abatement Action for 19184 Kristie Lane

Synopsis

The City commenced litigation against the mortgagee and record owners of real property commonly known as 19184 Kristie Lane, Eden Prairie, MN (the “Property”). The City sought an order from the Court ordering the mortgagee and record owners to abate the nuisances that existed on the Property, or allow the City to enter the Property, abate the nuisances, and assess the Property for the City’s costs related to the same. The City incurred costs for nuisance abatement in the amount of \$13,057.00 through February 4, 2015.

Background Information

The Property has been vacant for over two years. The record owners of the Property, John and Brenda Miller, abandoned the Property and disclaimed any interest therein. The mortgagee of record, The New York Bank Mellon (the “Bank”), has been paying the taxes on the Property. Since the abandonment, the City issued a citation noting multiple code violations and received complaints, from residents regarding the condition of the Property.

The City Council adopted Resolution No. 2014-83 declaring the conditions on the Property to be public nuisances and ordered the abatement of the same by November 1, 2014, or the City would file an action with the District Court. The nuisances were not abated by November 1, 2014 and the City Attorney commenced action in Hennepin County District Court. The City obtained an order from the Court ordering that the Bank abate the nuisances on the Property to the City’s satisfaction within 60 days or upon written Affidavit from the City Attorney, the City may enter the Property, abate the nuisances, and assess costs incurred related to the same.

Attachments

- Resolution
- Exhibit A
- Published Notice
- Notification List

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015-40

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections in the proposed assessments for the following improvements to wit:

(See Exhibit A attached)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Eden Prairie:

1. Such proposed assessment is hereby accepted and shall constitute the special assessment against the land in the final assessment roll, and the tract of land therein included is hereby found to be benefitted by the improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in one annual installment as shown on Exhibit A. The installment shall bear interest at the rate shown on Exhibit A, except no interest shall be charged if the entire assessment is paid within 30 days of the adoption of this resolution. To the first installment shall be added interest on the entire assessment from April 1, 2015 until December 31, 2016. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes beginning in 2016.
4. The owner of the property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
5. The City intends to assess additional nuisance abatement costs regarding the property, as those costs may be incurred by the City in the future.

ADOPTED by the City Council of the City of Eden Prairie this 31st day of March, 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

SEAL

Kathleen Porta, City Clerk

EXHIBIT A

Costs incurred for abatement of nuisance pursuant to Minn. Stat. § 429.101 subd.1(3) (2014)	Parcel PID #	Years / %	Amount
Miller	07-116-22-32-0016	1 Year / 4.85%	\$13,057.00

NOTICE OF HEARING ON
PROPOSED SPECIAL ASSESSMENTS

Notice is hereby given that the City Council will meet at 7:00 p.m. on Tuesday, March 31, 2015 in the City Center, 8080 Mitchell Road, Eden Prairie, Minnesota, for the purpose of holding a Public Hearing to consider the proposed assessments for the following improvements in Hennepin County, Minnesota, Township 116, Range 22:

Attorney's fees and litigation costs incurred for abatement of nuisance pursuant to Minn. Stat. § 429.101 subd. 1(3) (2014)

07-116-22-32-0016

The total amount to be assessed is \$13,057.00

The proposed assessment roll is now on file with the City Clerk and in the office of the City Engineer and is open to inspection by all persons interested. All persons who wish to be heard with reference to the assessment roll should be present at the hearing to present either written or oral objections. Written or oral objections thereto by any property owner will be considered by the Council prior to the adoption of the assessment roll.

CAUTION: No appeal may be taken as to the amount of any assessment adopted unless a written objection, signed by the affected property owner, is filed with the City Clerk prior to the assessment hearing or presented to the presiding officer at the hearing. An owner may appeal an assessment to the District Court pursuant to Minnesota Statutes 429.081, by serving notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or Clerk. For your further information, please note the following: Pursuant to Minnesota Statutes 435.193 through 435.195, which establishes a hardship assessment deferral for seniors or retired disabled, the procedure to obtain a deferred assessment and sets forth the events upon which the option to defer payment terminates and all amounts accumulated plus interest become due. Pursuant to these statutes, the City may defer the payment of special assessments for homestead property of persons 65 years of age or older or retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments, who meet certain standards relating to eligibility. A deferment procedure is authorized by City Code Section 2.84 and has been established by City Resolution 83-177. The principal amount of special assessments deferred for such persons will bear interest, but not exceeding 50% of the original principal amount of the assessment. Payment of the interest will also be deferred and will be added to the principal amount of the deferred assessment. Any person who wishes to receive a deferment must make application to the City Engineer's office no later than November 10th of the year preceding the year in which an assessment is payable. Applications therefore may be obtained from the City of Eden Prairie by contacting:

Jim Richardson, Senior Engineering Technician
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344
952-949-8316

By order of the City Council

Published once in the Eden Prairie News, March 12, 2015

NOTIFICATION LIST

SPECIAL ASSESSMENT HEARING NOTIFICATION LIST

A copy of the Public Hearing Notice has been sent to owners of the following parcels:

07-116-22-32-0016

CITY COUNCIL AGENDA		DATE:
SECTION: Public Hearing		March 31, 2015
DEPARTMENT: Janet Jeremiah, Community Development Director Molly Koivumaki, Manager, Housing and Community Services	ITEM DESCRIPTION: Adopt Resolution Approving Modified Tax Increment Financing Plan, District No. 16, Amendment No. 4 to Project Management Agreement, and Second Amendment to Community Development Block Grant Loan Documents	ITEM NO.: IX.D.

Requested Action

Move to:

- Close the public hearing; and
- Adopt Resolution Approving Modified Tax Increment Financing Plan, District No. 16, Amendment No. 4 to Project Management Agreement, and Second Amendment to Community Development Block Grant Loan Documents

Synopsis

Tax Increment Financing District No. 16 was established in 1999 in order to provide 140 affordable housing units to tenants living at Lincoln Parc for a term of 15 years. The City, the HRA, and the developer, Lincoln Parc Apartments, LLC, have agreed to extend the term of the affordable units through the year 2027, or 25 years from when the first tax increment was collected from the district, which is the maximum allowed by statute. The Modified TIF Plan for District No. 16 increases the budget for the District to facilitate reimbursement of additional developer-incurred project costs associated with continuing to provide the affordable units for the full 25-year term.

Background

Lincoln Parc is a 186-unit apartment building located on Singletree Lane near the intersection of Flying Cloud Drive. The project is part of Tax Increment Financing District No. 16 created in 1999 to help subsidize 20% of the total units for tenants with incomes below 50% of the median income for the metro area, and 55% of the total units for tenants with incomes below 80% of the median income for the metro area.

Attachments

Resolution
TIF Plan Modification
Amendment No. 4 to Project Management Agreement
Second Amendment to Community Development Block Grant Loan Documents

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015 - ____

**RESOLUTION APPROVING MODIFIED TAX INCREMENT FINANCING
PLAN, DISTRICT NO. 16, AMENDMENT NO. 4 TO PROJECT MANAGEMENT
AGREEMENT, AND SECOND AMENDMENT TO COMMUNITY
DEVELOPMENT BLOCK GRANT LOAN DOCUMENTS**

BE IT RESOLVED by the City Council (the “Council”) of the City of Eden Prairie, Minnesota (the “City”), as follows:

Section 1. Recitals

1.01. The Board of Commissioners (the “Board”) of the Eden Prairie Housing and Redevelopment Authority (the “HRA”) has heretofore established Redevelopment Project No. 5 (the “Project Area”) and adopted the Redevelopment Plan therefor. It has been proposed by the HRA that the City adopt a Modification to the Tax Increment Financing Plan (the “TIF Plan Modification”) for the Tax Increment Financing District No. 16 (the “TIF District”), which is located the Project Area, all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.001 to 469.047, and Sections 469.174 to 469.1794, inclusive, as amended (the “Act”), all as reflected in the TIF Plan Modification and presented for the Council’s consideration.

1.02. Tax increment from the TIF District has been used to pay for certain development costs and to provide affordable housing units at Lincoln Parc Apartments. The TIF Plan Modification will allow the City and HRA to extend the term of the affordability of 140 units from 15 to 25 years.

1.03. The City and the HRA have investigated the facts relating to the TIF Plan Modification and have caused the TIF Plan Modification to be prepared.

1.04. The City and HRA have performed all actions required by law to be performed prior to the adoption and approval of the TIF Plan Modification, including, but not limited to, notification of Hennepin County and Independent School District No. 272, having taxing jurisdiction over the property to be included in the TIF District, and the holding of a public hearing upon published notice as required by law.

1.05. The City and HRA are not modifying the boundaries of the Project Area or the TIF District.

Section 2. Findings for the TIF Plan Modification

2.01 The Council hereby reaffirms the original findings for the TIF District, namely that when the TIF District was established, Tax Increment Financing District No. 16 was established as a housing district. However, the City originally designated the TIF District as a “qualified housing district” under Section 469.174, subd. 29 of the Act. Legislation in 2008

repealed provisions related to qualified housing districts, effective retroactively to cover any district given that designation. Accordingly, the TIF District is no longer a “qualified housing district,” but remains subject to all laws that govern housing districts as defined in the Act. In accordance with the applicable state requirements for housing districts, at the time of TIF District creation, a minimum of 37 units in Lincoln Parc are required to be occupied by individuals at or below 50% of the area median income.

2.02 It is found and determined, and it is the reasoned opinion of the City, that:

(i) *The proposed redevelopment described in the TIF Plan Modification would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.* The major purpose of the TIF Plan Modification is to extend the term of affordable housing units within Lincoln Parc. Historically, affordable housing has not occurred in the City without significant public assistance because of high land and construction costs and lower revenues produced by affordable rents or sale prices. The use of tax increment resources from the TIF District will offer opportunities for the private developer to continue to incorporate affordable housing in Lincoln Parc. By reimbursing the developer for the eligible costs of Lincoln Parc, the City will be able to extend the term of affordability on 140 units by 10 years. The Developer has represented to the City the extension of the affordable units would not occur without the TIF Plan Modification.

(ii) *The TIF Plan Modification conforms to the general plan for the redevelopment of the City as a whole.* The City’s Comprehensive Guide Plan (“Guide Plan”) guides the property as Town Center. Town Center calls for a pedestrian-oriented mixed-use downtown area that includes offices, shops, and restaurants, with nearby housing having higher density than is typically found in other parts of the City. Lincoln Parc is a high density residential development that complies with the City’s Guide Plan and general goals for providing safe and sustainable housing for its citizens. The Community Development Director advises and the Council finds that the development is compatible with the City’s zoning ordinances and other related regulations and encourages efficient use of existing infrastructure as set forth in the City’s Guide Plan.

(iii) *The Tax Increment Plan Modification will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Project by private enterprise.* The City has promoted affordable rental and owner-occupied housing for several years. The tax increment from the TIF District will be used to encourage the private market to offer affordable housing choices and ensure that affordability is maintained over an extended period of time, and promote development that links housing with transportation corridors and services. Through the implementation of the TIF Plan, the City will increase the availability of low and moderate income housing opportunities in the City.

2.03 As required by Section 469.176, Subdivision 4d, it is expected that all of the tax increment to be derived from the District will be used to finance eligible costs of the low and moderate income housing project, including the cost of public improvements directly related thereto and allowable administration expenses of the Redevelopment Project.

Section 3. Public Purpose

3.01. The adoption of the TIF Plan Modification conforms in all respects to the requirements of the Act and will help fulfill a need to provide housing opportunities affordable to persons of low and moderate income and improve the tax base. These public purposes and benefits exceed any benefits expected to be received by private developers, who will receive assistance only in the amount needed to make the provision of affordable housing financially feasible.

Section 4. Approval and Adoption of the TIF Plan Modification

4.01. The TIF Plan Modification is hereby approved, and shall be placed on file in the office of the City Clerk.

4.02. City staff is authorized to file the TIF Plan Modification with the Commissioner of Revenue, the Office of the State Auditor and the Hennepin County Auditor.

4.03. City staff, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the TIF Plan Modification and for this purpose to negotiate, draft, prepare and present to this Council for its consideration all further modifications, resolutions, documents and contracts necessary for this purpose.

Section 5. Approval of Amendment No. 4 to Project Management Agreement

5.01. The City and Lincoln Parc Apartments, LLC (the "Developer") are parties to that certain Project Management Agreement dated June 20, 2000, as amended (the "Project Management Agreement") which requires the Developer to provide affordable housing units for 15 years from the date of receipt of the first tax increment. The City and the Developer have caused to be prepared Amendment No. 4 to the Project Management Agreement, which reflects the TIF Plan Modification and extends the terms of the affordability of 140 units from 15 to 25 years, or until December 31, 2027.

5.02. Amendment No. 4 to the Project Management Agreement is hereby approved. The Mayor and City Manager are hereby authorized to execute Amendment No. 4 to the Project Management Agreement and such other documents and certificates as may be necessary to give effect to the transaction herein contemplated.

Section 6. Approval of Second Amendment to Community Development Block Grant Loan Documents

6.01. Prior to the date hereof, the City made a loan to Developer of Community Development Block Grant ("CDBG") funds in the original principal amount of two hundred thousand dollars (\$200,000.00) at an interest rate of five percent (5.0%) per annum (the "CDBG Loan"). The CDBG Loan is evidenced by a Promissory Note and secured by a Mortgage executed by Developer in favor of the City on November 15, 2000, as amended.

6.02. The City and Developer have agreed to reduce the interest rate on the CDBG Loan to two percent (2.0%) per annum. The City and the Developer have caused to be prepared the Second Amendment to Community Development Block Grant

Loan Documents, which reflects the reduced interest rate.

- 6.03. The Second Amendment to Community Development Block Grant Loan Documents is hereby approved. The Mayor and City Manager are hereby authorized to execute the Second Amendment to Community Development Block Grant Loan Documents and such other documents and certificates as may be necessary to give effect to the transaction herein contemplated.

Section 7. Additional Approvals

7.01 The Approval hereby given to the TIF Plan Modification, Amendment No. 4 to Project Management Agreement, and Second Amendment to Community Development Block Grant Loan Documents includes approval and the execution by the appropriate officers of the City of such additional documents necessary to fulfill the objectives contemplated hereby.

ADOPTED by the Eden Prairie City Council this 31st day of March, 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

Kathleen Porta, City Clerk

**City of Eden Prairie, Minnesota
Housing and Redevelopment Authority in and for
the City of Eden Prairie**

Modification to Tax Increment Financing Plan

for

**Tax Increment Financing (Qualified Housing)
District No. 16**

(Lincoln Parc Apartments Project)

Originally Adopted: July 20, 1999

Last Amendment Dated: April 17, 2007

Draft Modification Dated: January 15, 2015

Public Hearing Scheduled: January 20, 2015

Anticipated Approval: January 20, 2015

Prepared by:

SPRINGSTED INCORPORATED
380 Jackson Street, Suite 300
St. Paul, MN 55101-2887
(651) 223-3000
WWW.SPRINGSTED.COM

INTRODUCTION

The purpose of the proposed Amendment to the Tax Increment Financing (TIF) Plan for Tax Increment Financing District No. 16 is to increase the budget in order to facilitate reimbursement of additional developer-incurred project costs associated with continuing to provide affordable housing within the City of Eden Prairie, pursuant to an extension of the Project Management Agreement for the TIF District.. The Authority reserves the right to use tax increment for all TIF eligible costs of the district, including related administrative expenses. The sections of the Amendment to the TIF Plan specifically being altered include Section F: Duration of the TIF District; Section K: Estimated Public Costs; Section L: Estimated Sources of Revenue; Section M: Estimated Amount of Bonded Indebtedness; Section O: Original Tax Capacity Rate; Section P: Projected Retained Captured Net Tax Capacity and Projected Tax Increment and Section V: Estimated Impact on Other Taxing Jurisdictions. This modification is not intended to reflect all changes that have occurred statutorily or to the project since the original Plan was approved.

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Section F Duration of the TIF District

Housing districts may remain in existence 25 years from the date of receipt by the Authority of the first tax increment. Modifications of this plan (see Section Z) shall not extend these limitations.

The Authority anticipates that the District will remain in existence the maximum duration allowed by law (projected to be through the year 2027). The purpose of this modification is to increase the estimated public costs and sources of revenue in anticipation of an extension to the Project Management Agreement that will allow for the collection and spending of tax increments through the maximum duration allowed (see Section P). However the Authority will decertify the TIF District as early as possible should the projected increment be received in a shorter time period than originally projected. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the Authority.

Section K Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

	Original Budget July 20, 1999	Administrative Amendment April 17,2007	Proposed Modification (December 18, 2014)
Land/Building acquisition	\$2,928,568	\$2,695,725	\$2,695,725
Site Improvements/preparation costs	2,313,932	2,129,962	2,129,962
Installation of public utilities			
Other (eligible TIF pooling activities)		865,290	1,352,021
Other Qualified Housing Improvements			4,867,295
Loan/note interest payments			
Administrative expenses	524,250	75,773	129,854
Total	\$5,766,750	\$5,766,750	\$11,174,857

The Authority reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased.

Section L Estimated Sources of Revenue

	Original Budget February 6, 1996	Administrative Amendment April 17,2007	Proposed Modification (December 18, 2014)
Tax Increment revenue	\$5,766,750	\$5,716,750	\$11,124,857
Interest on invested funds		50,000	50,000
Bond/Note proceeds			
Real estate sales			
Other			
Total	\$5,766,750	\$5,766,750	\$11,174,857

The Authority anticipates providing additional financial assistance to affordable housing projects on a pay-as-you-go basis. Under the pay-as-you-go scenario, future tax increments received from the property within the TIF District are distributed to the developer/owner as reimbursement for public costs incurred (see Section K).

The Authority reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The City also reserves the right to use other sources of revenue legally applicable to the Project Area to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

Section M Estimated Amount of Bonded Indebtedness

The Authority does not anticipate issuing tax increment bonds to finance the estimated public costs of the TIF District. However it reserves the right to issue an amount that would not exceed \$11,174,857.

Section O Original Tax Capacity Rate

Upon creation of the TIF District the County Auditor certified the original tax capacity rate of the TIF District and is the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity and is 134.556%. The amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original ('frozen') tax capacity rate of the TIF District.

The proposed local tax rates that apply to property in the TIF District, for taxes levied in 2014 and payable in 2015 is 114.153% as shown below. This amount is less than the frozen rate of 134.556%; therefore the projections assume this tax rate shall apply for the remaining term of the District.

<u>Jurisdiction</u>	<u>Proposed 2014/2015 Local Tax Rate</u>
City of Eden Prairie	<u>33.706%</u>
Hennepin County	<u>46.648%</u>
ISD # 272	<u>21.958%</u>
Other	<u>11.841%</u>
Total	<u>114.153%</u>

**Section P Projected Retained Captured Net Tax Capacity and
Projected Tax Increment**

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

The County Auditor shall certify to the City the amount of captured net tax capacity each year. The City may choose to retain any or all of this amount. It is the City's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit I gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit I which shows the projected tax increment generated over the remaining life of the TIF District.

Section V Estimated Impact on Other Taxing Jurisdictions

Exhibit III shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The City believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive

impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes, Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the district is estimated to be \$11,215,231. \$5,427,646 is estimated to be the additional amount attributable to the modification.
2. To the extent the project in the proposed TIF District No. 16 generates any public cost impacts on city-provided services such as police and fire protection, public infrastructure, and borrowing costs attributable to the district, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the District. The City does not anticipate issuing general obligation tax increment bonds to finance a portion of the costs attributable to the District, but reserves the right to finance project costs in this manner.
3. The amount of tax increments over the remaining life of the district that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$1,044,039. This amount is resulting from the modification to increase the estimated project costs financed by tax increment revenues of the District.
4. The amount of tax increments over the remaining life of the district that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$2,217,978. This amount is resulting from the modification to increase the estimated project costs financed by tax increment revenues of the District.
5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district. To our knowledge neither entity has adopted standard questions in a written policy on information requested for fiscal and economic implications.

Section X Development (Project Management) Agreements

If within a project containing a housing district, more than 25% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the c of the property. Such agreement must provide recourse for the City should the development not be completed.

The Authority anticipates entering into an extension of the existing Project Management Agreement to allow for reimbursement of additional eligible costs associated with maintaining the project and providing affordable housing; however the Authority does not anticipate acquiring any property located within the TIF District.

Assumptions Report

**City of Eden Prairie, Minnesota
Modification to Tax Increment Financing (Housing) District No. 16
Projections 2016 - 2027 (Lincoln Parc Apartments Project)**

Type of Tax Increment Financing District	Housing
Maximum Duration of TIF District	25 years from 1st increment
Projected Certification Request Date	06/30/14
Decertification Date	12/31/27 (12 Years of Increment)

Original Net Tax Capacity	\$15,788
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	2015/2016	2016/2017	2017/2018	2018/2019
Base Estimated Market Value	\$1,263,000	\$1,263,000	\$1,263,000	\$1,263,000
Estimated Increase in Value - New Construction	25,769,000	26,579,960	27,415,249	28,275,596
Total Estimated Market Value	27,032,000	27,842,960	28,678,249	29,538,596
Total Net Tax Capacity	\$352,150	\$362,737	\$373,642	\$384,873

	Frozen Tax Rate	Proposed Pay 15
City of Eden Prairie	28.531%	33.706%
Hennepin County	40.994%	46.648%
ISD #272	59.204%	21.958%
Other	5.827%	11.841%
Local Tax Capacity Rate	134.556%	114.153%

Fiscal Disparities Contribution From TIF District	NA
Administrative Retainage Percent (maximum = 10%)	1.00%
Pooling Percent	9.00%

Note (Pay-As-You-Go)

Note Dated	06/30/15
Note Rate	0.00%
Note Amount	\$4,056,078

Projected Tax Increment Report

**City of Eden Prairie, Minnesota
 Modification to Tax Increment Financing (Housing) District No. 16
 Projections 2016 - 2027 (Lincoln Parc Apartments Project)**

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Gross Tax Increment (9)	Less: TIF Pooling 24.00% (10)	Less: Admin. Retainage 1.00% (11)	Annual Net Revenue (12)
12/31/16	27,032,000	352,150	20,388	331,762	114.153%	378,716	1,363	377,353	90,565	3,774	283,014
12/31/17	27,842,960	362,737	20,388	342,349	114.153%	390,802	1,407	389,395	93,455	3,894	292,046
12/31/18	28,678,249	373,642	20,388	353,254	114.153%	403,250	1,452	401,798	96,432	4,018	301,348
12/31/19	29,538,596	384,873	20,388	364,485	114.153%	416,071	1,498	414,573	99,498	4,146	310,929
12/31/20	30,424,754	396,442	20,388	376,054	114.153%	429,277	1,545	427,732	102,656	4,277	320,799
12/31/21	31,337,497	408,358	20,388	387,970	114.153%	442,879	1,594	441,285	105,908	4,413	330,964
12/31/22	32,277,622	420,631	20,388	400,243	114.153%	456,889	1,645	455,244	109,259	4,552	341,433
12/31/23	33,245,950	433,272	20,388	412,884	114.153%	471,320	1,697	469,623	112,710	4,696	352,217
12/31/24	34,243,329	446,293	20,388	425,905	114.153%	486,184	1,750	484,434	116,264	4,844	363,326
12/31/25	35,270,629	459,704	20,388	439,316	114.153%	501,493	1,805	499,688	119,925	4,997	374,766
12/31/26	36,328,748	473,518	20,388	453,130	114.153%	517,262	1,862	515,400	123,696	5,154	386,550
12/31/27	37,418,610	487,746	20,388	467,358	114.153%	533,503	1,921	531,582	127,580	5,316	398,686
						\$5,427,646	\$19,539	\$5,408,107	\$1,297,948	\$54,081	\$4,056,078

Estimated Additional Impact on Other Taxing Jurisdictions Report

**City of Eden Prairie, Minnesota
Modification to Tax Increment Financing (Housing) District No. 16
Projections 2016 - 2027 (Lincoln Parc Apartments Project)**

Taxing Jurisdiction	Without Project or TIF District		With Project and TIF District							
	<i>Proposed</i> 2014/2015 Taxable Net Tax Capacity (1)	2014/2015 Local Tax Rate	<i>Proposed</i> 2014/2015 Taxable Net Tax Capacity (1)	Projected Retained Captured Net Tax Capacity	+	Projected New Taxable Net Tax Capacity	=	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Eden Prairie	92,812,593	33.706%	92,812,593	\$467,358		93,279,951		33.537%	0.169%	156,738
Hennepin County	1,356,052,834	46.648%	1,356,052,834	467,358		1,356,520,192		46.632%	0.016%	217,938
ISD #272	88,076,231	21.958%	88,076,231	467,358		88,543,589		21.842%	0.116%	102,081
Other (2)	---	11.841%	---	467,358		---		11.841%	---	---
Totals		114.153%						113.852%	0.301%	

* **Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 0.301% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

- (1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
- (2) The impact on these taxing jurisdictions is negligible since they represent only 10.37% of the total tax rate.

(Space Above Reserved for Recording Information)

AMENDMENT NO. 4 TO PROJECT MANAGEMENT AGREEMENT

This AMENDMENT NO. 4 TO PROJECT MANAGEMENT AGREEMENT (this “Amendment No. 4”) is effective as of this ____ day of _____, 2015 by and between THE CITY OF EDEN PRAIRIE, a public body corporate and politic of the State of Minnesota (the “City”) and LINCOLN PARC APARTMENTS, LLC, a Minnesota limited liability company (“Developer”).

RECITALS

A. Developer is the fee Owner of certain real property known as Lincoln Parc Apartments located at 12100 Singletree Lane in the City of Eden Prairie, Hennepin County, Minnesota, and legally described as Lot 1, Block 1, Lincoln Parc Apartments, Hennepin County, Minnesota (the “Project”).

B. Developer’s predecessor-in-interest, Hartford Associates, LLC, a Minnesota limited liability company, and the City entered into that certain Project Management Agreement dated June 20, 2000, and recorded in the office of the Registrar of Titles, Hennepin County, Minnesota, on November 9, 2000, as Document No. 3331466, as assigned by Hartford Associates, LLC to Developer pursuant to that certain Assignment of Project Management Agreement By and Between the City of Eden Prairie and Hartford Associates, LLC, dated October 25, 2000, and recorded in the office of the Registrar of Titles, Hennepin County, Minnesota on November 9, 2000, as Document No. 3331467, as amended by that certain Amendment No. 1 to Management Agreement dated November 14, 2000, and recorded in the office of the Registrar of Titles, Hennepin County, Minnesota, on December 6, 2000, as Document No. 3339042, as further amended by that certain Amendment No. 2 to Project Management Agreement By and Between the City of Eden Prairie and Lincoln Parc Apartments, LLC, dated September 30, 2003, and recorded in the office of the Registrar of Titles, Hennepin County, Minnesota, on November 5, 2003, as Document No. 3871169, and as further amended by that certain Amendment No. 3 to Project Management Agreement and Subordination Agreement dated February 1, 2011, and recorded in the office of the Registrar of Titles,

Hennepin County, Minnesota, on February 23, 2011, as Document No. 4836565 (together with all subsequent amendments, modifications, renewals and extensions thereof, collectively referred to herein as the “PM Agreement”).

C. City and Developer desire to further amend the PM Agreement to extend the term of the PM Agreement, including the required rent restrictions, until December 31, 2027.

NOW, THEREFORE, in consideration the foregoing recitals and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between Developer and the City as follows:

1. The Recitals are a part of this Amendment No. 4. All capitalized terms used herein shall have the meaning ascribed to them in the PM Agreement unless otherwise specifically defined herein.
2. For purposes of this Amendment No. 4, the following subsections of Section 1 of the PM Agreement are hereby amended in their entirety to read as follows:

1.2 Adjusted Annual TIF Payment: an annual portion of the Tax Increment received by the Developer from the City that is estimated to be less than \$333,746.

1.3 Annual TIF Payment: an annual portion of the Tax Increment received by the Developer from the City of an estimated \$333,746, based upon seventy-five percent (75%) of the estimated annual Tax Increment of \$444,994.

1.11 Tax Increment: the tax increments derived from the TIF District which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177 or otherwise pursuant to the Tax Increment Act, estimated to be \$444,994 annually.

1.12 Term: a period of twenty-five (25) years beginning on the date the first tax increment was received in 2002. The term shall end on December 31, 2027.

1.14 Total Annual TIF Payments: The sum of the Annual TIF Payments and Adjusted Annual TIF Payments received by the Developer from the City. The Total Annual TIF Payments during the Term are projected to be a maximum of \$8,343,643, but may be less in the event one or more Adjusted Annual TIF Payments are made.

3. Subsection 3.2 of the PM Agreement is hereby amended in its entirety to read as follows:

3.2 The City has made the CDBG Loan. The interest rate on the CDBG Loan shall be amended to two percent (2%) per annum. The CDBG Loan is evidenced by the CDBG Note and secured by the CDBG Mortgage.

4. Subsection 3.5 of the PM Agreement is hereby amended in its entirety to read as follows:

3.5 If all other terms and conditions of this Agreement have been complied with and performed, the City shall pay to the Developer or its lender up to seventy-five percent (75%) of the Tax Increment in Annual TIF Payments or Adjusted Annual TIF Payments during the Term. The Annual TIF Payments or Adjusted Annual TIF Payments may be used only for eligible costs which are identified in the TIF Plan, Section K, Estimated Public Costs, as land/building acquisition, site improvements/preparation costs, installation of public utilities, eligible TIF pooling activities, other Qualified Housing Improvements, loan/note interest payments, and administrative expenses. The City's Annual TIF Payments and Adjusted Annual TIF Payments shall be made semi-annually in two (2) equal installments per year, each installment to be paid within ten (10) business days of receipt by the City of property tax revenues from Hennepin County. The City's obligation to make each entire semi-annual payment is expressly contingent upon sufficient Tax Increment being received during each semi-annual period to make each such payment. In the event that Tax Increment received is insufficient to make an Annual TIF payment, the City shall make an Adjusted Annual TIF Payment in proportion to the actual Tax Increment received, i.e., 75 percent of the Tax Increment received. In no event will the City be required to make an Annual TIF Payment or an Adjusted Annual TIF Payment from any funds whatsoever other than those generated by the TIF District. The Total Annual TIF Payments shall be the City's contribution to the Project.

5. Section 6 of the PM Agreement is hereby amended in its entirety to read as follows:

6. Reduction of Rents. In the event that the Annual TIF Payments and Adjusted Annual TIF Payments are made available to the Developer in an amount equal to seventy-five percent (75%) of the Tax Increment annually during twenty-four (24) years of the Term, the Developer shall continue to provide the Low Income and Very Low Income Special Units as provided in this PM Agreement.

6. The first sentence of section 7 of the PM Agreement is hereby amended to read as follows:

Should the Developer cease to continue providing the Low Income and Very Low Income Special Units as provided in this Agreement, the Developer shall be required to repay to the City the amount of the Total Annual TIF payments previously received by the Developer and not yet provided as Actual Subsidy, pursuant to the Amended TIF Note attached hereto as Amended Exhibit F.

7. Exhibit B to the PM Agreement, the CDBG Amortization, is deleted in its entirety and substituted with the attached Amended Exhibit B entitled Amended CDBG Amortization.

8. Exhibit F to the PM Agreement, the TIF Note, is deleted in its entirety and substituted with the attached Amended Exhibit F entitled Amended TIF Note. Developer shall execute and deliver to the City the Amended TIF Note upon execution of this Amendment No. 4.

9. The PM Agreement remains in full force and effect and is not modified except as expressly provided in this Amendment No. 4. The terms and conditions of this Agreement supersede the terms of the PM Agreement, and, should there be any conflict or inconsistency between this Amendment No. 4 and the PM Agreement, the terms and conditions of this Amendment No. 4 shall prevail.
10. Developer and City reaffirm that the PM Agreement, as amended by this Amendment No. 4, remains subordinate to the HUD Loan Documents, as provided in section 16 of the PM Agreement.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 4 TO PROJECT MANAGEMENT AGREEMENT to be effective as of the day and year first written above.

[signature pages to follow]

DEVELOPER:

LINCOLN PARC APARTMENTS, LLC, a
Minnesota limited liability company

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____ of LINCOLN PARC APARTMENTS, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THE CITY:

THE CITY OF EDEN PRAIRIE, a public body
corporate and politic of the State of Minnesota

Nancy Tyra-Lukens
Its Mayor

Rick Getschow
Its City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Nancy Tyra-Lukens and Rick Getschow, respectively the Mayor and City Manager on behalf of THE CITY OF EDEN PRAIRIE, a public body corporate and politic of the State of Minnesota, on behalf of the public body corporate and politic.

Notary Public

This instrument drafted by:

Gregerson, Rosow, Johnson & Nilan, Ltd.
650 Third Avenue South
Suite 1600
Minneapolis, MN 55402
(612) 338-0755

AMENDED EXHIBIT B

AMENDED CDBG LOAN AMORTIZATION SCHEDULE

Interest Rate: 2.0%

Year	Interest	Principal	Total	Principal Balance
2015	4,040.40	13,761.27	17,801.67	188,258.73
2016	3,765.17	14,036.50	17,801.67	174,222.23
2017	3,484.44	14,317.23	17,801.67	159,905.01
2018	3,198.10	14,603.57	17,801.67	145,301.44
2019	2,906.03	14,895.64	17,801.67	130,405.80
2020	2,608.12	15,193.55	17,801.67	115,212.24
2021	2,304.24	15,497.43	17,801.67	99,714.82
2022	1,994.30	15,807.37	17,801.67	83,907.45
2023	1,678.15	16,123.52	17,801.67	67,783.92
2024	1,355.68	16,445.99	17,801.67	51,337.93
2025	1,026.76	16,774.91	17,801.67	34,563.02
2026	691.26	17,110.41	17,801.67	17,452.61
2027	349.06	17,452.61	17,801.67	0.00
Total	29,401.71	202,020.00	231,421.71	

AMENDED EXHIBIT F

AMENDED TIF NOTE

Date: _____

FOR VALUE RECEIVED, the undersigned (herein called the “Borrower”) promises to tender to the City of Eden Prairie, a public body corporate and politic under the laws of the State of Minnesota (herein called the “Lender”), or its assigns, under the terms of the Project Management Agreement by and Between the Lender and the Borrower dated June 20, 2000, as amended by Amendment No. 1 to Management Agreement dated November 14, 2000, Amendment No. 2 to Project Management Agreement dated September 30, 2003, Amendment No. 3 to Project Management Agreement and Subordination Agreement dated February 1, 2011, and Amendment No. 4 to Project Management Agreement dated _____, 2015 (collectively, the “Project Management Agreement”) the “Total Annual TIF Payments,” as defined in the Project Management Agreement subsection 1.14, which have been previously paid to the Borrower by the Lender (the “TIF Repayment”). The Total Annual TIF Payments are estimated to be a maximum of \$8,343,643. The Lender is providing the Tax Increment Funds to the Borrower to enable the Borrower to improve certain real property located within the City of Eden Prairie, Minnesota, described as: Lot 1, Block 1, Lincoln Parc Apartments, Hennepin County, Minnesota (herein called the “Project”).

The Project Management Agreement refers to the rights of the Lender as to the acceleration of the indebtedness evidenced by this Note but subject to the HUD restrictions set forth in this Note and in the Project Management Agreement. The Project Management Agreement also refers to events, the occurrence of which will result in the Borrower’s no longer having an obligation to pay the TIF Repayment or to pay a lesser amount.

Nothing in this Note is intended to alter or to conflict with the terms, conditions, and provisions of the HUD regulations, handbooks, administrative requirements, and lender notices in effect at the time of execution of the Regulatory Agreement between the Developer and HUD or the documents required to be executed by the Borrower in connection with the execution of the CDBG Note, and, to the extent that they do so, the aforesaid regulations, handbooks, administrative requirements, lender notices, and documents shall control, and this document shall be amended so as not to alter or to conflict with the aforesaid regulations, handbooks, administrative requirements, lender notices, and documents.

So long as there is a mortgage federally insured by HUD on the Project or there is a mortgage held directly by HUD on the Project, (i) this Note may not be amended without the prior written consent of HUD and of the City of Eden Prairie or any successor holder of the CDBG mortgage on the Project, and (ii) it may not be sold, transferred, assigned, or pledged without the prior written approval of HUD.

The debt evidenced by this Note may be prepaid in whole or in part at any time prior to the final maturity date of this Note. Prepayments may be made only with the prior written consent of HUD so long as there is a mortgage federally insured by HUD on the Project or there is a mortgage held directly by HUD on the Project, and any unauthorized prepayments shall be held in trust for the Project and, upon HUD's request, shall be deposited with HUD or its designee.

Demand, protest, and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

The Borrower promises to pay all costs of collection, including but not limited to reasonable attorneys' fees, paid or incurred by the Lender on account of such collection. This Note shall be governed and construed in accordance with the laws of the State of Minnesota.

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

BORROWER:

LINCOLN PARC APARTMENTS, LLC, a
Minnesota limited liability company

By: _____

Its:

(Space Above Reserved for Recording Information)

**SECOND AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT LOAN DOCUMENTS**

This SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT LOAN DOCUMENTS (this “**Agreement**”) is effective as of _____, 2015 by and between LINCOLN PARC APARTMENTS, LLC, a Minnesota limited liability company (“**Borrower**”) and THE CITY OF EDEN PRAIRIE, a public body corporate and politic of the State of Minnesota (the “**Lender**”).

RECITALS:

A. Developer is the fee Owner of certain real property known as Lincoln Parc Apartments located at 12100 Singletree Lane in the City of Eden Prairie, County of Hennepin, State of Minnesota as legally described on Exhibit A attached hereto and incorporated herein by reference (the “**Project**”).

B. Prior to the date hereof, Lender made a loan to Borrower of Community Development Block Grant funds in the original principal amount of Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) (the “**CDBG Loan**”) which CDBG Loan is evidenced by that certain Community Development Block Grant Promissory Note dated November 15, 2000 (the “**CDBG Note**”), executed by Borrower in favor of Lender in the original principal amount of the CDBG Loan. The CDBG Note is secured, in part, that certain CDGB Mortgage dated November 15, 2000 (the “**CDBG Mortgage**”) executed by Borrower in favor of Lender and recorded in the office of the Registrar of Titles, Hennepin County, Minnesota, on November 17, 2000, as Document No. 3333950. The CDBG Note and the CDBG Mortgage were amended by that certain First Amendment to Community Development Block Grant Loan Documents dated February 1, 2011 (the “**First Amendment**”) executed by Borrower and Lender and recorded in the office of the Registrar of Titles, Hennepin County, Minnesota, on February 23, 2011 as Document No. 4836564. The CDBG Note, the CDBG Mortgage, the First Amendment, and all other loan and security documents executed in connection with the CDBG Loan are collectively referred to herein as the “**CDBG Loan Documents.**”

C. Lender and Borrower have agreed to reduce the interest rate on the CDBG Loan to two percent (2.0%) per annum and desire to amend the CDBG Note accordingly.

NOW, THEREFORE, in consideration of foregoing recitals and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between Borrower and Lender as follows:

1. Amendment to CDBG Note. The CDBG Note, as amended by the First Amendment, is hereby further amended to modify the interest rate to two percent (2.0%) per annum.
2. CDBG Mortgage. The CDBG Mortgage, as amended by the First Amendment, remains in full force and effect subject to the modification of the interest rate on the CDBG Note as described in paragraph 1.
3. Amortization Schedule. Attached hereto as Exhibit B is the Amended CDBG Loan Amortization Schedule reflecting the modified interest rate.
4. Status of CDBG Loan Documents / Amendment to Prevail. The CDBG Loan Documents remain in full force and effect, and are not modified except as expressly provided in this Second Amendment. The terms and conditions of this Second Amendment supersede the terms of the CDBG Loan Documents, and, should there be any conflict or inconsistency between this Second Amendment and the CDBG Loan Documents, the terms and conditions of this Second Amendment shall prevail.
5. Successors and Assigns. Each agreement, and each and every covenant, agreement, and other provisions hereof shall be binding upon each of the parties hereto and their successors and assigns.
6. Governing Law. This Agreement is made and executed in the State of Minnesota and shall be governed by the laws of said State.
7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall, be deemed an original, but all of which shall constitute one instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this SECOND AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT LOAN DOCUMENTS to be effective as of the date and year first above written.

DEVELOPER:

LINCOLN PARC APARTMENTS, LLC, a
Minnesota limited liability company

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the _____, of LINCOLN PARC APARTMENTS, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

NOTARY PUBLIC

THE CITY:

THE CITY OF EDEN PRAIRIE, a public body
corporate and politic of the State of Minnesota

Nancy Tyra-Lukens, Mayor

Rick Getschow, City Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Nancy Tyra-Lukens and Rick Getschow, respectively the Mayor and City Manager on behalf of THE CITY OF EDEN PRAIRIE, a public body corporate and politic of the State of Minnesota, on behalf of the public body corporate and politic.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Gregerson, Rosow, Johnson & Nilan, Ltd.
650 Third Avenue South, Suite 1600
Minneapolis, MN 55402
(612) 338-0755

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT

The real property situated in Hennepin County, Minnesota and legally described as follows:

Parcel A (Certificate of Title No. 1055663):

Lot 1, Block 1, Lincoln Parc Apartments.

Parcel B:

Non-exclusive easement for right of way and vehicular and pedestrian travel purposes over part of Lot 2, Block 1, Eden Prairie Marketcenter, as contained in the Cross Easement Agreement, dated October 13, 1993, recorded October 18, 1993, in the office of the Registrar of Titles as Doc. No. 24324.

EXHIBIT B

AMENDED CDBG LOAN AMORTIZATION SCHEDULE

Interest Rate: 2.0%

Year	Interest	Principal	Total	Principal Balance
2015	4,040.40	13,761.27	17,801.67	188,258.73
2016	3,765.17	14,036.50	17,801.67	174,222.23
2017	3,484.44	14,317.23	17,801.67	159,905.01
2018	3,198.10	14,603.57	17,801.67	145,301.44
2019	2,906.03	14,895.64	17,801.67	130,405.80
2020	2,608.12	15,193.55	17,801.67	115,212.24
2021	2,304.24	15,497.43	17,801.67	99,714.82
2022	1,994.30	15,807.37	17,801.67	83,907.45
2023	1,678.15	16,123.52	17,801.67	67,783.92
2024	1,355.68	16,445.99	17,801.67	51,337.93
2025	1,026.76	16,774.91	17,801.67	34,563.02
2026	691.26	17,110.41	17,801.67	17,452.61
2027	349.06	17,452.61	17,801.67	0.00
Total	29,401.71	202,020.00	231,421.71	

CITY COUNCIL AGENDA		DATE: March 31, 2015
SECTION: Payment of Claims		
DEPARTMENT/DIVISION: Sue Kotchevar, Office of the City Manager/Finance	ITEM DESCRIPTION: Payment of Claims	ITEM NO.: X.

Requested Action

Move to: Approve the Payment of Claims as submitted (roll call vote)

Synopsis

Checks	237437 - 237047
Wire Transfers	1010140 - 1010369
Wire Transfers	5319 – 5376
	January Purchases

City of Eden Prairie
Council Check Summary
3/31/2015

Division	Amount	Division	Amount
General	206,204	601 Prairie Village Liquor	49,302
101 Legislative	852	602 Den Road Liquor	75,618
102 Legal Counsel	38,056	603 Prairie View Liquor	51,394
110 City Clerk	418	605 Den Road Building	3,855
111 Customer Service	2,847	701 Water Fund	123,024
112 Human Resources	1,860	702 Sewer Fund	14,491
113 Communications	8,382	703 Storm Drainage Fund	58,571
114 Benefits & Training	2,472	Total Enterprise Funds	376,255
131 Finance	662	803 Escrow Fund	-8
133 Planning	248	804 100 Year History	3
136 Public Safety Communications	7,474	807 Benefits Fund	782,662
137 Economic Development	129	812 Fleet Internal Service	23,607
138 Community Development Admin.	38	813 IT Internal Service	203,249
150 Park Administration	1,141	814 Facilities Capital ISF	777
151 Park Maintenance	10,913	815 Facilities Operating ISF	54,949
154 Community Center	21,238	816 Facilities City Center ISF	60,437
156 Youth Programs	1,841	817 Facilities Comm. Center ISF	96,695
158 Senior Center	2,921	Total Internal Service Funds	1,222,370
159 Recreation Administration	265		
160 Therapeutic Recreation	60		
162 Arts	64		
163 Outdoor Center	1,615	Report Totals	2,075,395
168 Arts Center	615		
180 Police	29,062		
183 Emergency Preparedness	1,766		
184 Fire	8,161		
186 Inspections	2,227		
200 Engineering	1,443		
201 Street Maintenance	4,836		
202 Street Lighting	74,356		
Total General Fund	432,168		
301 CDBG	70		
303 Cemetery Operation	18		
304 Senior Board	90		
Total special Revenue Funds	177		
315 Economic Development	1,168		
445 Cable PEG	879		
502 Park Development	177		
527 CIP - Leasing Costs	1,003		
528 Shady Oak Rd-CR 61 North	1,399		
529 Shady Oak Rd-CR 61 South	22,024		
534 WEST 70TH ST. EXTENSION	17,775		
Total Capital Project Funds	44,425		

City of Eden Prairie
Council Check Register
3/31/2015

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Explanation
5321	226,676	CERIDIAN	Federal Taxes Withheld	Health and Benefits	Payroll
5351	223,561	CERIDIAN	Federal Taxes Withheld	Health and Benefits	Payroll
5324	156,546	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	PERA	Health and Benefits	PERA
5354	154,315	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	PERA	Health and Benefits	PERA
1010356	149,124	NEW WORLD SYSTEMS	Software Maintenance	IT Operating	Software/Hardware Maintenance
1010198	114,049	XCEL ENERGY	Electric	Traffic Signals	Electric
5371	89,239	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	Facilities Operating ISF	
1010319	68,563	XCEL ENERGY	Electric	Traffic Signals	
1010167	62,256	CENTERPOINT ENERGY SERVICES INC	Gas	General Community Center	
5319	58,319	US BANK	Other Contracted Services	Utility Operations - General	
1010189	54,721	SRF CONSULTING GROUP INC	Design & Engineering	Storm Drainage	
1010302	40,693	GREGERSON ROSOW JOHNSON & NILAN LTD	LEGAL	Legal Criminal Prosecution	
1010352	26,515	LOGIS	LOGIS	Sewer Accounting	
1010247	26,160	NORTHWEST ASPHALT	Improvement Contracts	Storm Drainage	
5352	25,493	ICMA RETIREMENT TRUST-457	Deferred Compensation	General Fund	
5353	24,407	ING	Deferred Compensation	General Fund	
5323	23,705	ING	Deferred Compensation	General Fund	
1010170	20,229	DIVERSE BUILDING MAINTENANCE	Janitor Service	Prairie Village Liquor Store	
1010291	18,901	DIVERSE BUILDING MAINTENANCE	Janitor Service	Public Works/Parks	
1010303	14,958	HANSEN THORP PELLINEN OLSON	Design & Engineering	Park Acquisition & Dev Fixed A	
5322	14,670	ICMA RETIREMENT TRUST-457	Deferred Compensation	General Fund	
5372	14,059	LIFE INSURANCE COMPANY OF NORTH AMERICA	Life Insurance EE/ER	Health and Benefits	
1010158	13,615	WENCK ASSOCIATES INC	Design & Engineering	Storm Drainage	
1010253	13,492	STREICHERS	Clothing & Uniforms	Police	
1010362	13,170	ST CROIX ENVIRONMENTAL INC	Other Contracted Services	Water Wells	
1010364	12,872	THORPE DISTRIBUTING	Liquor Product Received	Prairie Village Liquor Store	
1010290	11,357	CENTERPOINT ENERGY	Gas	Water Treatment Plant	
1010323	10,192	DAY DISTRIBUTING	Liquor Product Received	Den Road Liquor Store	
1010236	10,157	HANSEN THORP PELLINEN OLSON	Design & Engineering	Park Acquisition & Development	
5370	10,051	RADIANT SYSTEMS	Bank and Service Charges	Prairie View Liquor Store	
1010186	10,000	NOVOTX LLC	Maintenance Contracts	Utility Operations - General	
1010367	9,820	WALL TRENDS INC	Contract Svcs - Garden Romm	Water Distribution	
5369	9,816	US BANK - CREDIT CARD MERCHANT ONLY	Bank and Service Charges	Finance	
5341	9,049	GENESIS EMPLOYEE BENEFITS, INC	HSA	General Fund	
1010192	8,848	THORPE DISTRIBUTING	Liquor Product Received	Prairie Village Liquor Store	
1010315	8,806	THORPE DISTRIBUTING	Liquor Product Received	Prairie Village Liquor Store	
5374	8,653	GENESIS EMPLOYEE BENEFITS, INC	HSA	General Fund	
1010204	7,266	BRAUN INTERTEC CORPORATION	Other Contracted Services	CntyCtr Pool Upgrade/Expansion	
1010209	7,234	GREENSIDE INC	Contract Svcs - Snow Removal	Fire Station #1	
1010145	7,189	DAY DISTRIBUTING	Liquor Product Received	Prairie View Liquor Store	
1010245	7,005	METRO SALES INCORPORATED*	Other Rentals	IT Operating	
1010206	6,941	DAY DISTRIBUTING	Liquor Product Received	Prairie Village Liquor Store	
1010284	6,743	A-SCAPE INC	Contract Svcs - Snow Removal	Den Bldg. - CAM	
5325	6,425	GENESIS EMPLOYEE BENEFITS, INC	HRA	Health and Benefits	
1010344	6,390	DLT SOLUTIONS INC.	Software Maintenance	IT Operating	
1010249	6,196	PARROTT CONTRACTING INC	Equipment Repair & Maint	Water System Maintenance	
1010150	6,000	MINDMIXER	Other Contracted Services	Communications	
5343	5,880	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010301	5,222	GRAYBAR	Electric	Street Lighting	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Explanation
1010293	5,139	ESS BROTHERS & SONS INC	Repair & Maint. Supplies	Sewer System Maintenance	
1010254	5,118	THORPE DISTRIBUTING	Liquor Product Received	Prairie Village Liquor Store	
1010174	5,113	GENUINE PARTS COMPANY	Equipment Parts	Park Maintenance	
1010256	4,968	VTI	Equipment Repair & Maint	City Center Operations	
1010314	4,954	STREICHERS	Clothing & Uniforms	Police	
1010177	4,890	HAWKINS INC	Treatment Chemicals	Water Treatment Plant	
1010338	4,843	ASPEN EQUIPMENT CO.	Equipment Repair & Maint	Fleet Operating	
1010156	4,579	VAN PAPER COMPANY	Cleaning Supplies	City Hall - CAM	
1010162	4,333	ASPEN WASTE SYSTEMS INC.	Waste Disposal	City Hall - CAM	
1010160	4,149	ADVANCED ENGINEERING & ENVIRONMENTAL SE	Process Control Services	Water Capital	
1010264	4,090	DAY DISTRIBUTING	Liquor Product Received	Prairie Village Liquor Store	
1010230	4,040	CERIDIAN	Ceridian	IT Operating	
1010286	4,014	ASPEN WASTE SYSTEMS INC.	Waste Disposal	City Hall - CAM	
1010280	3,634	VAN PAPER COMPANY	Cleaning Supplies	Prairie Village Liquor Store	
1010313	3,573	ST CROIX ENVIRONMENTAL INC	OCS-Well Field Mgmt	Water Treatment Plant	
5344	3,535	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
5359	3,407	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010157	3,401	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
5361	3,333	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010327	3,226	GREENSIDE INC	Contract Svcs - Snow Removal	Fire Station #1	
5360	3,206	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010243	3,096	LUBRICATION TECHNOLOGIES INC	Lubricants & Additives	Fleet Operating	
5363	2,938	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010342	2,927	CERIDIAN	Ceridian	IT Operating	
5339	2,782	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010318	2,665	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
1010239	2,604	ITRON INC.	Equipment Repair & Maint	Water Metering	
5329	2,590	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010304	2,528	INTERSTATE POWER SYSTEMS INC	Maintenance Contracts	Water Treatment Plant	
1010287	2,411	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
1010229	2,185	CDW GOVERNMENT INC.	Software Maintenance	Public Safety Communications	
5364	2,153	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010361	2,119	SHI CORP	Software	IT Operating	
1010330	2,018	MPX GROUP, THE	Printing	Senior Center Admin	
5333	2,013	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010235	1,962	GRAINGER	Supplies - Electrical	Water Metering	
1010252	1,872	SHI CORP	Equipment Repair & Maint	IT Operating	
5345	1,851	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010369	1,725	WINE COMPANY, THE	Liquor Product Received	Den Road Liquor Store	
1010281	1,712	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
1010166	1,703	CDW GOVERNMENT INC.	Miscellaneous	IT Operating	
1010183	1,700	NETSENTIAL.COM INC	Software Maintenance	IT Operating	
1010222	1,685	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
1010297	1,683	GENUINE PARTS COMPANY	Repair & Maint. Supplies	Park Maintenance	
5365	1,663	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010205	1,655	CLAREY'S SAFETY EQUIPMENT	Safety Supplies	Emergency Preparedness	
1010201	1,601	BERRY COFFEE COMPANY	Merchandise for Resale	Concessions	
5338	1,575	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010295	1,547	FERRELLGAS	Gas	Dorenkemper House	
1010258	1,546	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
5358	1,529	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010353	1,476	MCNEILUS STEEL INC	Repair & Maint. Supplies	Utility Operations - General	
1010141	1,452	BERRY COFFEE COMPANY	Merchandise for Resale	Concessions	
5331	1,451	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Explanation
1010325	1,419	FIETEK, CHRIS	Tuition Reimbursement/School	Organizational Services	
1010349	1,383	INTERSTATE POWER SYSTEMS INC	Maintenance Contracts	Water Wells	
5328	1,345	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010148	1,334	LYNDALE PLANT SERVICES	Contract Svcs - Int. Landscape	City Hall - CAM	
1010197	1,313	WINE COMPANY, THE	Liquor Product Received	Prairie View Liquor Store	
5340	1,304	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010320	1,286	ADAMS PEST CONTROL INC	Contract Svcs - Pest Control	Historical Buildings	
1010279	1,240	USA MOBILITY WIRELESS INC	Pager & Cell Phone	IT Operating	
1010155	1,240	USA MOBILITY WIRELESS INC	Pager & Cell Phone	IT Operating	
5362	1,177	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010226	1,170	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
5347	1,118	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
5330	1,110	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
5373	1,044	MINNESOTA DEPT OF REVENUE	Motor Fuels	Fleet Operating	
1010196	1,031	WALL TRENDS INC	Contract Svcs - General Bldg	City Hall - CAM	
5332	1,003	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010296	988	FORCE AMERICA	Equipment Parts	Fleet Operating	
1010176	969	GRAINGER	Supplies - General Bldg	Water Metering	
1010346	958	GRAINGER	Small Tools	Facilities Staff	
1010221	898	VAN PAPER COMPANY	Cleaning Supplies	Fire Station #4	
1010199	879	ZIEGLER INC	Equipment Parts	Fleet Operating	
1010300	879	GRANICUS INC	Equipment Repair & Maint	Cable PEG	
1010337	864	YOUNGSTEDTS COLLISION CENTER	Equipment Repair & Maint	Fleet Operating	
1010163	863	BELLBOY CORPORATION	Liquor Product Received	Prairie View Liquor Store	
1010283	850	ANCHOR PAPER COMPANY	Office Supplies	Police	
1010182	823	METRO SALES INCORPORATED*	Other Rentals	IT Operating	
1010321	820	ASSOCIATED BAG COMPANY	Operating Supplies	Inspections-Administration	
1010292	777	ENVIRONMENTAL PROCESS INC	Other Contracted Services	Facilities Capital	
5337	777	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010285	776	ASPEN EQUIPMENT CO.	Equipment Parts	Fleet Operating	
1010151	776	PROSOURCE SUPPLY	Janitor Service	Ice Arena Maintenance	
5357	766	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010187	755	PRAIRIE ELECTRIC COMPANY	Equipment Repair & Maint	CIP - Leasing Costs	
5346	750	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010225	746	BARR ENGINEERING COMPANY	Design & Engineering	Storm Drainage	
1010310	744	PARLEY LAKE WINERY	Liquor Product Received	Prairie Village Liquor Store	
1010251	743	PREMIUM WATERS INC	Operating Supplies	Fire	
5349	729	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010345	727	ECM PUBLISHERS INC	Advertising	Prairie Village Liquor Store	
1010306	716	KIDS TEAM TENNIS LLC	Instructor Service	Tennis	
1010259	701	XCEL ENERGY	Electric	Forest Hills Park	
1010250	694	PRAIRIE ELECTRIC COMPANY	Contract Svcs - Electrical	City Center Operations	
1010311	692	POMP'S TIRE SERVICE INC	Tires	Fleet Operating	
1010263	691	BRAUN INTERTEC CORPORATION	Testing - Soil Boring	Engineering	
1010257	659	WATSON CO INC, THE	Merchandise for Resale	Concessions	
5342	650	GENESIS EMPLOYEE BENEFITS, INC	HSA	Health and Benefits	
1010317	643	WATSON CO INC, THE	Merchandise for Resale	Concessions	
1010288	642	BMC SOFTWARE INC	Software	IT Operating	
1010299	635	GRAINGER	Repair & Maint. Supplies	Water Metering	
5327	635	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
5366	611	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010241	602	KIDS TEAM TENNIS LLC	Instructor Service	Tennis	
1010341	600	BOUND TREE MEDICAL LLC	EMS Supplies	Fire	
1010358	597	OENO'S DISTRIBUTION	Liquor Product Received	Den Road Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Explanation
1010298	595	GOVDELIVERY	Software Maintenance	IT Operating	
1010234	595	GOVERNMENT FINANCE OFFICERS ASSN	Dues & Subscriptions	Finance	
1010202	581	BERTELSON TOTAL OFFICE SOLUTIONS	Office Supplies	Utility Operations - General	
1010340	581	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
1010164	524	BIFFS INC	Waste Disposal	Park Maintenance	
1010223	520	ASPEN WASTE SYSTEMS INC.	Waste Disposal	Public Works/Parks	
5335	509	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010191	508	STREICHERS	Clothing & Uniforms	Police	
1010161	484	AMERITRAK	Equipment Parts	Snow & Ice Control	
1010363	482	STREICHERS	Clothing & Uniforms	Police	
1010322	467	BERTELSON TOTAL OFFICE SOLUTIONS	Office Supplies	Utility Operations - General	
5367	464	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010332	463	QUALITY PROPANE	Motor Fuels	Fleet Operating	
1010238	459	INTERSTATE POWER SYSTEMS INC	Maintenance Contracts	Water Wells	
1010190	458	STAR TRIBUNE MEDIA COMPANY LLC	Dues & Subscriptions	Communications	
1010343	457	DAIKIN APPLIED	Contract Svcs - HVAC	City Hall - CAM	
5336	452	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010308	419	MULCAHY COMPANY INC	Supplies - HVAC	City Hall - CAM	
1010179	416	IDEAL SERVICE INC	Equipment Repair & Maint	Water Treatment Plant	
1010357	415	NORTH CENTRAL LABORATORIES	Laboratory Chemicals	Water Treatment Plant	
1010231	411	DAIKIN APPLIED	Contract Svcs - HVAC	CIP - Leasing Costs	
5348	403	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010240	386	J&D WINDOW CLEANING	Janitor Service - General Bldg	Prairie Village Liquor Store	
5334	375	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010359	349	OSI BATTERIES INC	Office Supplies	Police	
1010326	345	GREATAMERICA FINANCIAL SVCS	Postage	Customer Service	
5356	345	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	General Fund	
1010143	340	BRAUN INTERTEC CORPORATION	Testing - Soil Boring	Transportation Fund	
1010181	335	MENARDS	Repair & Maint. Supplies	Fleet Operating	
1010172	330	ESS BROTHERS & SONS INC	Repair & Maint. Supplies	Sewer System Maintenance	
1010169	319	CHEMSEARCH	Contract Svcs - Ice Rink	Ice Arena Maintenance	
1010242	316	LEROY JOB TRUCKING INC	Other Contracted Services	Animal Control	
1010336	315	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
1010220	313	TOLL GAS AND WELDING SUPPLY	Repair & Maint. Supplies	Utility Operations - General	
1010168	307	CERIDIAN	Ceridian	IT Operating	
1010360	302	PRAIRIE ELECTRIC COMPANY	Contract Svcs - Electrical	Police City Center	
1010232	297	EDEN PRAIRIE FIREFIGHTER'S RELIEF ASSOC	Union Dues Withheld	General Fund	
1010149	296	METROPOLITAN FORD	Equipment Parts	Fleet Operating	
1010368	264	WATSON CO INC, THE	Merchandise for Resale	Concessions	
5320	259	CERIDIAN	Garnishment Withheld	General Fund	
5350	259	CERIDIAN	Garnishment Withheld	General Fund	
1010271	257	MINNESOTA CLAY CO. USA	Operating Supplies	Arts Center	
1010195	250	VIKING ELECTRIC SUPPLY	Equipment Repair & Maint	Park Maintenance	
5375	250	GENESIS EMPLOYEE BENEFITS, INC	HSA	General Fund	
1010184	247	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie View Liquor Store	
1010215	243	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
1010255	243	US HEALTH WORKS MEDICAL GRP MN, PC	Employment Support Test	Organizational Services	
1010217	241	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie Village Liquor Store	
1010147	240	FASTENAL COMPANY	Operating Supplies	Park Maintenance	
1010178	229	HD SUPPLY FACILITIES MAINTENANCE	Supplies - Security	Fire Station #2	
1010335	224	VAN PAPER COMPANY	Cleaning Supplies	Fitness/Conference - Cmty Ctr	
1010266	223	FASTENAL COMPANY	Equipment Parts	Park Maintenance	
1010261	216	BIGGAR, JERRAD	Travel Expense	Police	
1010282	215	2ND WIND EXERCISE	Health & Fitness	Fire	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Explanation
1010193	213	US HEALTH WORKS MEDICAL GRP MN, PC	Employment Support Test	Organizational Services	
1010210	210	JOHN DEERE LANDSCAPES/LESCO	Conference/Training	Park Maintenance	
1010328	207	JOHNSTONE SUPPLY	Supplies - HVAC	Park Shelters	
1010265	201	EXTREME BEVERAGE	Liquor Product Received	Prairie Village Liquor Store	
1010152	189	QUALITY PROPANE	Motor Fuels	Fitness/Conference - Cmty Ctr	
1010276	188	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
1010233	171	GINA MARIAS INC	Operating Supplies	Fire	
5376	164	OPTUM HEALTH	Other Contracted Services	Health and Benefits	
1010351	162	JEFFERSON FIRE & SAFETY INC	Protective Clothing	Fire	
1010316	158	ULINE	Clothing & Uniforms	Fire	
1010294	158	FASTSIGNS	Operating Supplies	Fire	
1010268	155	GREENSIDE INC	Contract Svcs - Snow Removal	Fire Station #1	
1010180	150	INTERSTATE POWER SYSTEMS INC	Maintenance Contracts	Water Wells	
1010194	150	USA SECURITY	Maintenance Contracts	Water Treatment Plant	
1010307	148	MENARDS	Equipment Parts	Park Maintenance	
1010355	146	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie View Liquor Store	
1010224	143	BANK BEER CO	Liquor Product Received	Den Road Liquor Store	
5368	140	OPTUM HEALTH	Other Contracted Services	Health and Benefits	
1010354	138	MENARDS	Operating Supplies	Fitness/Conference - Cmty Ctr	
1010309	138	NEW FRANCE WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
1010200	137	AMERICAN SOLUTIONS FOR BUSINESS	Operating Supplies	Community Center Admin	
1010260	134	ALBERT, MICHAEL	Tuition Reimbursement/School	Water Treatment Plant	
1010218	133	SHRED-IT USA MINNEAPOLIS	Waste Disposal	City Center Operations	
1010227	131	BOUND TREE MEDICAL LLC	EMS Supplies	Fire	
1010305	130	KIDCREATE STUDIO	Instructor Service	Arts Center	
1010324	130	FASTENAL COMPANY	Equipment Parts	Fleet Operating	
1010144	128	CLAREY'S SAFETY EQUIPMENT	Office Supplies	Customer Service	
5355	125	GENESIS EMPLOYEE BENEFITS, INC	Other Contracted Services	Health and Benefits	
1010347	125	GRAYBAR	Equipment Repair & Maint	Traffic Signals	
1010154	115	TOLL GAS AND WELDING SUPPLY	Repair & Maint. Supplies	Sewer Liftstation	
1010262	114	BORG, STEVE	Tuition Reimbursement/School	Water Treatment Plant	
1010146	111	EXTREME BEVERAGE	Liquor Product Received	Den Road Liquor Store	
1010312	109	SPRINT	Computers	IT Operating	
1010203	106	BOUNDLESS NETWORK	Clothing & Uniforms	Facilities Staff	
1010211	105	METROPOLITAN FORD	Equipment Parts	Fleet Operating	
1010207	105	EXTREME BEVERAGE	Liquor Product Received	Prairie View Liquor Store	
1010277	104	SAMIDE, RAY	Mileage & Parking	Skating Rinks/Warming Houses	
1010366	103	US HEALTH WORKS MEDICAL GRP MN, PC	Employment Support Test	Organizational Services	
1010188	101	RIGID HITCH INCORPORATED	Equipment Parts	Fleet Operating	
1010331	101	PUNTON, JASON	Mileage & Parking	Water Treatment Plant	
1010289	99	CDW GOVERNMENT INC.	Miscellaneous	IT Operating	
1010350	96	JANEX INC	Tenant 1 - Cleaning Suppli	City Hall - Direct Costs	
1010213	95	PORTA, KITTY	Conference/Training	City Clerk	
1010165	94	BROWNELLS INC.	Training Supplies	Police	
1010248	92	NUCO2 INC	Supplies - Pool	Pool Maintenance	
1010216	88	SCHULTZ, TERRY	Licenses & Taxes	City Hall - CAM	
1010267	86	GANDRUD, DAVID	Travel Expense	Fire	
1010272	86	MITTELSTADT, SCOTT	Canine Supplies	Police	
1010212	85	MPX GROUP, THE	Printing	Police	
1010273	85	MPX GROUP, THE	Printing	Fire	
1010208	82	FASTENAL COMPANY	Operating Supplies	Senior Center	
1010246	82	NEW FRANCE WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
1010173	81	FERRELLGAS	Equipment Parts	Fleet Operating	
1010270	78	LINDAHL, DAVID	Mileage & Parking	Economic Development	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Explanation
1010159	77	YOUNGSTEDTS COLLISION CENTER	Autos	Fire	
1010219	75	STONEBROOKE	Equipment Parts	Fleet Operating	
1010214	74	PROSOURCE SUPPLY	Cleaning Supplies	Fitness/Conference - Cmty Ctr	
1010334	73	TOLL GAS AND WELDING SUPPLY	Repair & Maint. Supplies	Park Maintenance	
1010275	71	PETERSON, ROBERT	Mileage & Parking	Water Treatment Plant	
5326	71	VANCO SERVICES	Miscellaneous	Community Center Admin	
1010237	63	HD SUPPLY FACILITIES MAINTENANCE	Supplies - General Bldg	Facilities Staff	
1010244	63	MENARDS	Supplies - General Bldg	Street Maintenance	
1010175	58	GINA MARIAS INC	Operating Supplies	Reserves	
1010171	55	DMX MUSIC	Other Contracted Services	Prairie Village Liquor Store	
1010333	45	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
1010274	45	MUNOZ, MEGAN	Tuition Reimbursement/School	Fitness Classes	
1010329	40	METROPOLITAN FORD	Equipment Parts	Fleet Operating	
1010348	38	INDUSTRIAL FLOOR MAINTENANCE INC.	Equipment Parts	Fleet Operating	
1010339	36	ATLANTIC TACTICAL	Clothing & Uniforms	Police	
1010140	33	AUSTIN, CHARLENE	Tuition Reimbursement/School	Fitness Classes	
1010228	31	BOYER TRUCKS	Equipment Parts	Fleet Operating	
1010185	29	NORTH CENTRAL LABORATORIES	Lab Supplies	Water Treatment Plant	
1010153	28	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
1010278	19	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
1010142	14	BERTELSON TOTAL OFFICE SOLUTIONS	Office Supplies	Utility Operations - General	
1010269	12	JOHN DEERE LANDSCAPES/LESCO	Equipment Repair & Maint	Park Maintenance	
1010365	7	UPS	Postage	Facilities Staff	
	<u>2,075,395</u>	Grand Total			

City of Eden Prairie
Purchasing Card Payment Report
January Purchases

Amount	Explanation	Vendor	Account Description	Business Unit
15	US-scheduling software	NIMBLE SCHEDULE	Other Contracted Services	Community Center Admin
375	US-scheduling software	NIMBLE SCHEDULE	Licenses, Permits, Taxes, Fees	Fitness Classes
92	US-green expo	COWBOY JACKS	Conference/Training	Park Maintenance
10	US-parking	ALLIED PARKING	Mileage & Parking	Park Maintenance
25	US-green expo	NORTHERN GREEN EXPO	Conference/Training	Park Maintenance
61	US-mower detail	HOME DEPOT CREDIT SERVICES	Equipment Repair & Maint	Park Maintenance
-75	US-return	MENARDS	Building Repair & Maint.	Staring Lake
259	US-doors	MENARDS	Building Repair & Maint.	Staring Lake
36	US-winter service thawer	GANDER MOUNTAIN	Repair & Maint. Supplies	Water System Maintenance
158	US-service thawer	MENARDS	Repair & Maint. Supplies	Water System Maintenance
47	US-shop supplies	MENARDS	Repair & Maint. Supplies	Sewer System Maintenance
223	US-shop supplies	NORTHERN TOOL & EQUIPMENT	Repair & Maint. Supplies	Storm Drainage
83	US-service thawer	NORTHERN TOOL & EQUIPMENT	Repair & Maint. Supplies	Water System Maintenance
61	US-shop supplies	MENARDS	Repair & Maint. Supplies	Water System Maintenance
14	US-meeting supplies	RADERMACHERS	Operating Supplies	Senior Board
694	US-new lathe	PAYPAL INC	Capital Under \$25,000	Senior Center Programs
60	US-trng/conf	PAYPAL INC	Conference/Training	Senior Center Admin
76	US-decorations/supplies	WALMART COMMUNITY	Operating Supplies	Senior Board
139	US-itinerant license	HENNEPIN COUNTY TREASURER	Operating Supplies	Senior Center Programs
10	US-class supplies	KOWALSKI'S MARKET	Operating Supplies	Senior Center Programs
93	US-claeaning supplies/batterie	MENARDS	Repair & Maint. Supplies	Utility Operations - General
-1,000	US-K carlson fraud	US BANK	Deposits	Escrow
-16	US-K carlson fraud	US BANK	Deposits	Escrow
-55	US-K carlson fraud	US BANK	Deposits	Escrow
-214	US-K carlson fraud	US BANK	Deposits	Escrow
43	US-supplies	OFFICE DEPOT CREDIT PLAN	Office Supplies	Water Treatment Plant
135	US-water school larry	MN AWWA	Conference/Training	Water Treatment Plant
17	US-supplies	WALMART COMMUNITY	Repair & Maint. Supplies	Water Treatment Plant
306	US-school awwa-jason	KAHLER GRAND HOTEL, THE	Travel Expense	Water Treatment Plant
135	US-water school-KC	MN AWWA	Conference/Training	Water Treatment Plant
135	US-water school jason	MN AWWA	Conference/Training	Water Treatment Plant
120	US-supplies	MENARDS	Repair & Maint. Supplies	Water Treatment Plant
165	US-pressure washer-wash bay	NORTHERN TOOL & EQUIPMENT	Equipment Repair & Maint	Fleet Operating
5	US-tools	MENARDS	Operating Supplies	Park Maintenance
1,270	US-aerator repair	AERATION INDUSTRIES INTERNATIO	Equipment Repair & Maint	Park Maintenance
18	US-green expo lunch	NICOLLET DINER	Conference/Training	Park Maintenance
15	US-elec license	DEPARTMENT OF AGRICULTURE	Licenses, Permits, Taxes, Fees	Park Maintenance
8	US-parking	MPLS CONVENTION CENTER	Mileage & Parking	Park Maintenance
130	US-training	NORTHERN GREEN EXPO	Licenses, Permits, Taxes, Fees	Park Maintenance
59	US-timeclock	MENARDS	Repair & Maint. Supplies	Park Maintenance
130	US-02 supplies	YSI INCORPORATED	Equipment Repair & Maint	Park Maintenance
19	US-document holder-plowing	THUNDERBIRD AVIATION, INC	Office Supplies	Water Treatment Plant
130	US-registration	NORTHERN GREEN EXPO	Conference/Training	Tree Disease
10	US-parking	MPLSPARKING.COM	Mileage & Parking	Tree Disease
185	US-trng-J Cordes	UNIVERSITY OF MINNESOTA	Conference/Training	Tree Disease

Amount	Explanation	Vendor	Account Description	Business Unit
8	US-parking	CITY WALK RAMP	Operating Supplies	Fire
135	US-Cox flowers-Berkbigler	BACHMANS CREDIT DEPT	Deposits	Escrow
9	US-parking	CITY WALK RAMP	Operating Supplies	Fire
398	US-standy by crew-holiday part	BUCA	Operating Supplies	Fire
85	US-retirement	DETELLOS	Operating Supplies	Fire
34	US-retirement	BYERLYS	Operating Supplies	Fire
280	US-Albers trng	INTERNATIONAL CODE COUNCIL	Conference/Training	Fire
420	US-schaitberger trng	INTERNATIONAL CODE COUNCIL	Conference/Training	Fire
280	US-svoboda trng	INTERNATIONAL CODE COUNCIL	Conference/Training	Fire
420	US-fullerton trng	INTERNATIONAL CODE COUNCIL	Conference/Training	Fire
226	US-blue card class	BUCA	Operating Supplies	Fire
11	US-tickets	PARTY CITY	Operating Supplies	Fire
55	US-daytime stand by	CHIPOTLE	Operating Supplies	Fire
152	US-Cox Flowers-Pogatchnik	BACHMANS CREDIT DEPT	Deposits	Escrow
131	US-Cox Flowers-Connolly	BACHMANS CREDIT DEPT	Deposits	Escrow
85	US-membership	FBINAA	Dues & Subscriptions	Police
224	US-supplies	MENARDS	Operating Supplies	Snow & Ice Control
120	US-café operating supplies	HOCKENBERGS	Operating Supplies	Concessions
91	US-café food	CUB FOODS EDEN PRAIRIE	Merchandise for Resale	Concessions
206	US-café food	WALMART COMMUNITY	Merchandise for Resale	Concessions
27	US-café food	SUPER AMERICA	Merchandise for Resale	Concessions
586	US-café operating supplies	US FOODS INC	Operating Supplies	Concessions
145	US-café food	WALMART COMMUNITY	Merchandise for Resale	Concessions
191	US-café food	WALMART COMMUNITY	Merchandise for Resale	Concessions
62	US-café food	CUB FOODS EDEN PRAIRIE	Merchandise for Resale	Concessions
81	US-café food	CUB FOODS EDEN PRAIRIE	Merchandise for Resale	Concessions
143	US-café food	WALMART COMMUNITY	Merchandise for Resale	Concessions
15	US-café food	WALMART COMMUNITY	Merchandise for Resale	Concessions
81	US-café food	WALMART COMMUNITY	Merchandise for Resale	Concessions
107	US-café food	WALMART COMMUNITY	Merchandise for Resale	Concessions
27	US-flash light	MENARDS	Repair & Maint. Supplies	Water Treatment Plant
12	US-paint pails	HOME DEPOT CREDIT SERVICES	Repair & Maint. Supplies	Water Treatment Plant
300	US-water school for cory	DEPT OF LABOR & INDUSTRY	Conference/Training	Water Treatment Plant
23	US-mwwa convention	POOR RICHARD'S	Travel Expense	Water Treatment Plant
35	US-mn ground water assoc membe	MGWA	Tuition Reimbursement/School	Water Treatment Plant
250	US-awwa membership	MN RURAL WATER ASSOCIATION	Dues & Subscriptions	Utility Operations - General
30	US-water school	MN AWWA	Conference/Training	Water Treatment Plant
175	US-water school scott	MN AWWA	Conference/Training	Water Treatment Plant
13	US-drinks	WALMART COMMUNITY	Repair & Maint. Supplies	Water Treatment Plant
60	US-women in leisure	PAYPAL INC	Conference/Training	Community Center Admin
100	US-nets	ONLINE SPORTS	Operating Supplies	Gymnasium (CC)
8	US-supplies	UNITED STATES POSTAL SERVICE	Office Supplies	Community Center Admin
337	US-labeling	HAWK LABELING SYSTEMS	Office Supplies	Community Center Admin
25	US-women in leisure	PAYPAL INC	Conference/Training	Community Center Admin
60	US-women in leisure	PAYPAL INC	Conference/Training	Community Center Admin
29	US-supplies	FRATTALONE CO	Operating Supplies	Fire
3	US-parking	STANDARD PARKING	Mileage & Parking	Fire
250	US-membership	SURVEYMONKEY.COM	Dues & Subscriptions	Fire
11	US-batteries	BATTERIES PLUS	Operating Supplies	Fire

Amount	Explanation	Vendor	Account Description	Business Unit
14	US-meeting	BRUEGGERS BAGEL	Operating Supplies	Fire
96	US-meeting	KOWALSKI'S MARKET	Operating Supplies	Fire
9	US-meeting	BRUEGGERS BAGEL	Operating Supplies	Fire
22	US-supplies	GODADDY.COM, INC.	Operating Supplies	Fire
33	US-meeting	KOWALSKI'S MARKET	Operating Supplies	Fire
11	US-meeting	SPOT CAFE	Operating Supplies	Fire
7	US-meeting	WENDY'S	Operating Supplies	Fire
17	US-gas	HOLIDAY STATION STORES INC	Operating Supplies	Fire
3	US-parking	STANDARD PARKING	Mileage & Parking	Fire
53	US-tools shop	MENARDS	Repair & Maint. Supplies	Sewer Liftstation
175	US-ipad cases-water dept	AMAZON.COM	Miscellaneous	IT Operating
22	US-modem cable	AMAZON.COM	Miscellaneous	IT Operating
321	US-mag stripe dl readers	AMAZON.COM	Miscellaneous	IT Operating
16	US-software subscription	MICROSOFT CORPORATE	Software	IT Operating
32	US-power inverter & mouse	AMAZON.COM	Miscellaneous	IT Operating
11	US-audio switch box	AMAZON.COM	Miscellaneous	IT Operating
379	US-track it trng	KOHO SOFTWARE	Conference/Training	IT Operating
199	US-track it trng	KOHO SOFTWARE	Conference/Training	IT Operating
35	US-video card	AMAZON.COM	Equipment Parts	IT Operating
450	US-pub works-ipad accessories	BEST BUY	Operating Supplies	Engineering
30	US-ipad accessories	BEST BUY	Miscellaneous	IT Operating
90	US-antifatigue mat-A rose	AMAZON.COM	Office Supplies	Organizational Services
68	US-harddrive-Hammerlind	AMAZON.COM	Computers	IT Operating
15	US-ipad case	AMAZON.COM	Miscellaneous	IT Operating
623	US-tv-pd trng room	AMAZON.COM	Computers	IT Operating
175	US-5 port switch	AMAZON.COM	Computers	IT Operating
169	US-switch cabinet	AMAZON.COM	Equipment Parts	IT Operating
74	US-ipad case for james	AMAZON.COM	Miscellaneous	IT Operating
45	US-laptop car adapters	AMAZON.COM	Miscellaneous	IT Operating
37	US-breakroom supplies	AMAZON.COM	Miscellaneous	IT Operating
269	US-12 car chargers water dept	AMAZON.COM	Miscellaneous	IT Operating
25	US-breakroom supplies	AMAZON.COM	Miscellaneous	IT Operating
15	US-Germscheid CC personal use	HOLIDAY STATION STORES INC	Deposits	Escrow
135	US-Germscheid CC fraud	US BANK	Deposits	Escrow
169	US-Germscheid CC fraud	US BANK	Deposits	Escrow
75	US-membership	MAGC	Dues & Subscriptions	Communications
1,699	US-conf	ALI CONFERENCES	Conference/Training	Communications
81	US-name tags	OFFICE DEPOT CREDIT PLAN	Operating Supplies	Ice Lessons
85	US-membership	ICE SKATING INSTITUTE	Dues & Subscriptions	Ice Lessons
395	US-membership	ICE SKATING INSTITUTE	Dues & Subscriptions	Ice Lessons
25	US-endorsement certificate	ICE SKATING INSTITUTE	Licenses, Permits, Taxes, Fees	Ice Show
1,845	US-new world conf-james	NEW WORLD SYSTEMS	Conference/Training	IT Operating
334	US-new world conf-james	DELTA AIR	Conference/Training	IT Operating
50	US-toner	OFFICE DEPOT CREDIT PLAN	Miscellaneous	IT Operating
80	US-ipad case	BEST BUY	Miscellaneous	IT Operating
79	US-computer forensic equip	MICRO CENTER A/R	Operating Supplies	IT Operating
75	US-trng membership renewal	HTCIA	Tuition Reimbursement/School	Police
-5	US-return rink supplies	MENARDS	Operating Supplies	Park Maintenance
8	US-hockey rink supplies	MENARDS	Operating Supplies	Park Maintenance

Amount	Explanation	Vendor	Account Description	Business Unit
60	US-office supplies for bill	MENARDS	Office Supplies	Park Maintenance
285	US-lake aerators	ELECTRIC MOTOR REPAIR INC	Equipment Repair & Maint	Park Maintenance
7	US-lake aerators	BEARING INDUSTRIAL & SUPPLIES	Equipment Repair & Maint	Park Maintenance
25	US-aerator plug	MENARDS	Equipment Repair & Maint	Park Maintenance
28	US-baseline	PAYPAL INC	Operating Supplies	Park Maintenance
115	US-staring ampitheater	MENARDS	Building Repair & Maint.	Staring Lake
-19	US-ampitheater	MENARDS	Building Repair & Maint.	Staring Lake
7	US-ampitheater	MENARDS	Building Repair & Maint.	Staring Lake
68	US-ampitheater	MENARDS	Building Repair & Maint.	Staring Lake
85	US-ampitheater/electrical supp	MENARDS	Building Repair & Maint.	Staring Lake
195	US-training	IAAI	Conference/Training	Fire
36	US-ampitheater/shop supplies	MENARDS	Operating Supplies	Park Maintenance
225	US-school registration	MINNESOTA RURAL WATER ASSOCIAT	Conference/Training	Water System Maintenance
64	US-cd's	INSANITY	Video & Photo Supplies	Fitness Classes
49	US-earplug	AMAZON.COM	Operating Supplies	Fitness Classes
250	US-multipurpose bar	GOPHER PERFORMANCE	Training Supplies	Fitness Classes
39	US-workout equip	AMAZON.COM	Operating Supplies	Fitness Classes
100	US-workshop	IDEAL FITNESS	Tuition Reimbursement/School	Fitness Classes
27	US-gloves for flooding rinks	MILLS FLEET FARM	Operating Supplies	Park Maintenance
9	US-hockey rink repair	MENARDS	Repair & Maint. Supplies	Park Maintenance
12	US-chainsaw repair	OMEGA INDUSTRIES	Repair & Maint. Supplies	Park Maintenance
488	US-id cards	ID WHOLESALER	Operating Supplies	Community Center Admin
120	US-renewal-W schmitz	SECRETARY OF STATE	Other Contracted Services	Organizational Services
120	US-renewal-J Klemp	SECRETARY OF STATE	Other Contracted Services	Organizational Services
1,280	US-A Rose registration	SHRM MN STATE CONFERENCE	Conference/Training	Human Resources
190	US-renewal-J Klemp	SHRM MN STATE CONFERENCE	Dues & Subscriptions	Human Resources
150	US-Kerns training	MINNESOTA SAFETY COUNCIL	Conference/Training	Human Resources
50	US-C Suedbeck membership	123 SIGNUP.COM	Dues & Subscriptions	Human Resources
190	US-Ruzek membership	SHRM MN STATE CONFERENCE	Dues & Subscriptions	Human Resources
25	US-training-T Mahtani	USGBC	Conference/Training	Planning
149	US-L Creamer trng	SKILLPATH SEMINARS	Conference/Training	Planning
34	US-L Creamer trng	SKILLPATH SEMINARS	Conference/Training	Planning
40	US-L Creamer trng	AASLH	Conference/Training	Heritage Preservation
1,697	US-Dec14 bldg surchgs	DEPT OF LABOR & INDUSTRY	Building Surcharge	General Fund
874	US-Dec14 bldg surchgs	DEPT OF LABOR & INDUSTRY	Mechanical Surcharge	General Fund
609	US-Dec14 bldg surchgs	DEPT OF LABOR & INDUSTRY	Plumbing Surcharge	General Fund
-64	US-Dec14 bldg surchgs	DEPT OF LABOR & INDUSTRY	Other Revenue	General Fund
154	US-gateway fee	NCR SPECIALTY	Bank and Service Charges	Prairie Village Liquor Store
294	US-gateway fee	NCR SPECIALTY	Bank and Service Charges	Den Road Liquor Store
183	US-gateway fee	NCR SPECIALTY	Bank and Service Charges	Prairie View Liquor Store
72	US-UB online	PAYPAL INC	Bank and Service Charges	Utility Operations - General
40	US-UB recurring	PAYPAL INC	Bank and Service Charges	Utility Operations - General
20	US-epermit web security	PAYPAL INC	Equipment Repair & Maint	IT Operating
892	US-pickleball nets	PICKLEBALLCENTRAL.COM	Operating Supplies	Gymnasium (CC)
645	US-rink 1 barricades	BIGSIGNS.COM	Operating Supplies	Ice Operations
18	US-office supplies	OFFICEMAX CREDIT PLAN	Operating Supplies	Community Center Admin
22	US-café food	SUPER AMERICA	Merchandise for Resale	Concessions
21	US-café food	KWIK TRIP STORES	Merchandise for Resale	Concessions
7	US-café food	SUPER AMERICA	Merchandise for Resale	Concessions

Amount	Explanation	Vendor	Account Description	Business Unit
9	US-café food	SUPER AMERICA	Merchandise for Resale	Concessions
16	US-café food	KWIK TRIP STORES	Merchandise for Resale	Concessions
10	US-café food	SUPER AMERICA	Merchandise for Resale	Concessions
1,392	US-license	HENNEPIN COUNTY TREASURER	Licenses, Permits, Taxes, Fees	Concessions
10	US-parking	IMPARK	Mileage & Parking	Economic Development
16	US-swlrmt mtg	DUNN BROTHERS COFFEE	Miscellaneous	Economic Development
25	US-chamber luncheon	PAYPAL INC	Conference/Training	Economic Development
150	US-annual membership	MAGC	Dues & Subscriptions	Communications
335	US-trng C Lundgren	MINNESOTA SAFETY COUNCIL	Conference/Training	Fleet Operating
270	US-part	BATTERY MART	Equipment Parts	Fleet Operating
495	US-device	ACTIVE 911 INC	Operating Supplies	Fire
23	US-subscription upgrade	ACTIVE 911 INC	Operating Supplies	Fire
99	US-dry erase boards	HIRSHFIELD'S	Office Supplies	Utility Operations - General
191	US-cpr training lunch	CRUMB GOURMET DELI	Training Supplies	Utility Operations - General
223	US-cpr training lunch	CRUMB GOURMET DELI	Training Supplies	Utility Operations - General
286	US-council workshop food	BAKERS' RIBS	Miscellaneous	City Council
38	US-sluc luncheon-mahtani	SENSIBLE LAND USE COALITION	Miscellaneous	Community Development Admin.
72	US-sunshine fund-stockwell	DAKOTA FLORAL	Deposits	Escrow
101	US-sunshine fund-olmschenk	FLOWERSHOPNETWORK.COM	Deposits	Escrow
294	US-council workshop food	WHICH WICH	Miscellaneous	City Council
91	US-sunshine fund-duale	TLF BELLADONNA FLORIST	Deposits	Escrow
165	US-reitirement gift-Hoogenakker	HALLMARK INSIGHTS	Employee Award	Organizational Services
272	US-council workshop food	RUBY TUESDAY	Miscellaneous	City Council
124	US-sunshine fund-pogatchnik	FLOWERSHOPNETWORK.COM	Deposits	Escrow
19	US-cpr recert	AMERICAN RED CROSS	Licenses, Permits, Taxes, Fees	Pool Lessons
65	US-supplies	ADOLPH KIEFER & ASSOCIATES	Operating Supplies	Pool Operations
172	US-medical supplies	ZEE MEDICAL SERVICE	Safety Supplies	Pool Operations
975	US-pool operations license/per	AMERICAN RED CROSS	Licenses, Permits, Taxes, Fees	Pool Lessons
975	US-pool operations license/per	AMERICAN RED CROSS	Licenses, Permits, Taxes, Fees	Pool Lessons
52	US-supplies	LIFEGUARD STORE INC, THE	Operating Supplies	Pool Operations
127	US-dum dums	SPANGLER CANDY	Operating Supplies	Pool Lessons
210	US-concessions trng	AMERICAN RED CROSS	Conference/Training	Concessions
27	US-aquatics	AMERICAN RED CROSS	Instructor Service	Pool Operations
38	US-trng	AMERICAN RED CROSS	Tuition Reimbursement/School	Fitness Classes
43	US-lotion	CVS PHARMACY	Repair & Maint. Supplies	Utility Operations - General
75	US-shelf for tablets	OFFICE DEPOT CREDIT PLAN	Repair & Maint. Supplies	Utility Operations - General
53	US-supplies	DISCOUNT SCHOOL SUPPLY	Operating Supplies	Day Care
58	US-supplies	DISCOUNT SCHOOL SUPPLY	Operating Supplies	Birthday Parties
31	US-supplies	OFFICEMAX CREDIT PLAN	Operating Supplies	Day Care
18	US-supplies	UPS STORE, THE	Operating Supplies	Day Care
8	US-HSEM class	CITY WALK RAMP	Mileage & Parking	Fire
8	US-HSEM class	CITY WALK RAMP	Mileage & Parking	Fire
378	US-holiday party	NOTHING BUNDT CAKES	Operating Supplies	Fire
54	US-c-5	REPAIR LAIR	Safety Supplies	Fire
325	US-conf-parker	GTS	Conference/Training	Fire
595	US-armor	NORTH AMERICAN RESCUE	Protective Clothing	Fire
359	US-shoptools	NORTHERN TOOL & EQUIPMENT	Small Tools	Water System Maintenance
135	US-shoptools	MENARDS	Small Tools	Water System Maintenance
-104	US-return	NORTHERN TOOL & EQUIPMENT	Small Tools	Water System Maintenance

Amount	Explanation	Vendor	Account Description	Business Unit
233	US-shoptools	NORTHERN TOOL & EQUIPMENT	Small Tools	Sewer System Maintenance
146	US-shoptools	NORTHERN TOOL & EQUIPMENT	Small Tools	Sewer Utility - General
-100	US-return	NORTHERN TOOL & EQUIPMENT	Small Tools	Sewer Utility - General
9	US-caps for sewer	MENARDS	Repair & Maint. Supplies	Utility Operations - General
-35	US-meeting	WISCONSIN MUNICIPAL	Conference/Training	City Clerk
75	US-meeting	WISCONSIN MUNICIPAL	Conference/Training	City Clerk
283	US-meeting	HOTEL WINNESHIEK	Travel Expense	City Clerk
46	US-shoptools	HOME DEPOT CREDIT SERVICES	Small Tools	Sewer Utility - General
195	US-nace pipeline corrosion conf	PAYPAL INC	Conference/Training	Engineering
134	US-pro shop	SPORTS WORLD USA INC	Merchandise for Resale	Concessions
9	US-café food	HOLIDAY STATION STORES INC	Merchandise for Resale	Concessions
28	US-pro shop	SPORTS WORLD USA INC	Merchandise for Resale	Concessions
14	US-café food	SUPER AMERICA	Merchandise for Resale	Concessions
36	US-café food	OFFICE DEPOT CREDIT PLAN	Merchandise for Resale	Concessions
9	US-café food	HOLIDAY STATION STORES INC	Merchandise for Resale	Concessions
-22	US-return	OFFICE DEPOT CREDIT PLAN	Merchandise for Resale	Concessions
150	US-pro shop	SPORTS WORLD USA INC	Merchandise for Resale	Concessions
199	US-ATG training S Matula	AUTOMOTIVE TRAINING GROUP	Conference/Training	Fleet Operating
38	US-supplies	MENARDS	Equipment Parts	Snow & Ice Control
73	US-café food	CUB FOODS EDEN PRAIRIE	Merchandise for Resale	Concessions
35	US-café food	CUB FOODS EDEN PRAIRIE	Merchandise for Resale	Concessions
256	US-supplies/parts	HOME DEPOT CREDIT SERVICES	Equipment Repair & Maint	Police City Center
264	US-water cabinet/cooler	PITTSBURGH WATER COOLER	Repair & Maint. Supplies	Police City Center
24	US-Keys	EASYKEYS.COM	Repair & Maint. Supplies	City Center Operations
417	US-vestibule motor	WALTERS CLIMATE, INC	Repair & Maint. Supplies	Water Treatment Plant
2,014	US-de icer	NORTHERN TOOL & EQUIPMENT	Small Tools	Water System Maintenance
16	US-de icer	HOME DEPOT CREDIT SERVICES	Repair & Maint. Supplies	Water System Maintenance
170	US-shop supplies	MENARDS	Repair & Maint. Supplies	Sewer Utility - General
15	US-jumper cables	MY CABLE MART	Repair & Maint. Supplies	Water Metering
64	US-envelopes for mailings	OFFICE DEPOT CREDIT PLAN	Operating Supplies	Theatre Initiative
60	US-WILS membership	PAYPAL INC	Conference/Training	Recreation Admin
43	US-tape for art classes	HOME DEPOT CREDIT SERVICES	Operating Supplies	Arts Center
28	US-boxes for birthday party	MICHAELS - THE ARTS & CRAFTS S	Operating Supplies	Arts Center
5	US-parts for bday parties	MICHAELS - THE ARTS & CRAFTS S	Operating Supplies	Arts Center
72	US-copper for jewelry party	BLICK ART MATERIALS	Operating Supplies	Arts Center
81	US-box lunches-red hat	CRUMB GOURMET DELI	Operating Supplies	Arts Center
250	US-license	SCW FITNESS	Licenses, Permits, Taxes, Fees	Fitness Classes
15	US-scheduling software	NIMBLE SCHEDULE	Other Contracted Services	Community Center Admin
15	US-scheduling software	NIMBLE SCHEDULE	Other Contracted Services	Community Center Admin
8	US-scheduling software	NIMBLE SCHEDULE	Other Contracted Services	Community Center Admin
8	US-scheduling software	NIMBLE SCHEDULE	Other Contracted Services	Community Center Admin
16	US-patrol	AMAZON.COM	Operating Supplies	Police
3	US-patrol	AMAZON.COM	Operating Supplies	Police
59	US-prezi software	PREZI INC	Operating Supplies	Police
30	US-jail supplies	SHOE CORP OF BIRMINGHAM, INC	Operating Supplies	Police
62	US-patrol supplies	AMAZON.COM	Operating Supplies	Police
14	US-reserve calendar	CALENDAR WIZ	Operating Supplies	Reserves
14	US-patrol	AMAZON.COM	Operating Supplies	Police
123	US-Spaulding-flowers Pogathnik	BACHMANS CREDIT DEPT	Deposits	Escrow

Amount	Explanation	Vendor	Account Description	Business Unit
34	US-patrol	AMAZON.COM	Operating Supplies	Police
45	US-patrol	AMAZON.COM	Operating Supplies	Police
16	US-patrol	AMAZON.COM	Operating Supplies	Police
145	US-ipad accessories	BEST BUY	Operating Supplies	Utility Operations - General
18	US-critter food	PETCO	Operating Supplies	Outdoor Center
29	US-critter food	PETCO	Operating Supplies	Outdoor Center
28	US-critter food	PETCO	Operating Supplies	Outdoor Center
9	US-preschool supplies	CUB FOODS EDEN PRAIRIE	Operating Supplies	Outdoor Center
48	US-picnic tables	MENARDS	Repair & Maint. Supplies	Park Maintenance
148	US-utilities	HOME DEPOT CREDIT SERVICES	Repair & Maint. Supplies	Water Treatment Plant
6	US-socket	HOME DEPOT CREDIT SERVICES	Repair & Maint. Supplies	Water Treatment Plant
66	US-led light	HOME DEPOT CREDIT SERVICES	Repair & Maint. Supplies	Water Treatment Plant
6	US-socket	HOME DEPOT CREDIT SERVICES	Repair & Maint. Supplies	Water Treatment Plant
123	US-sign holders	DISPLAY JUMBOBANNER	Operating Supplies	Prairie Village Liquor Store
189	US-sign holders	DISPLAY JUMBOBANNER	Operating Supplies	Den Road Liquor Store
161	US-sign holders	DISPLAY JUMBOBANNER	Operating Supplies	Prairie View Liquor Store
1,085	US-tower amp repair	BIRD TECHNOLOGIES	Equipment Repair & Maint	Public Safety Communications
430	US-smoke detectors-dorenkemper	CLOSED CIRCUIT SPECIALISTS INC	Equipment Repair & Maint	Public Safety Communications
71	US-stand by	GINA MARIAS INC	Operating Supplies	Fire
992	US-car antenna parts for repai	TESSCO INC	Equipment Parts	Fleet Operating
368	US-trng E Coy	BEST WESTERN	Tuition Reimbursement/School	Police
368	US-trng D Peterson	BEST WESTERN	Tuition Reimbursement/School	Police
368	US-trng B Dupont	BEST WESTERN	Tuition Reimbursement/School	Police
7	US-Parking for meeting	ALLIED PARKING	Mileage & Parking	Water Distribution
85	US-annual membership	MN WATER WELL ASSN	Dues & Subscriptions	Water Distribution
11	US-trng lunch	JONNY B'S	Travel Expense	Utility Operations - General
13	US-trng lunch	WEGGY'S BAR AND GRILL	Travel Expense	Utility Operations - General
63	US-supplies	OFFICEMAX CREDIT PLAN	Operating Supplies	Youth Programs Admin
-43	US-sound equip	BEST BUY	Operating Supplies	Skating Rinks/Warming Houses
170	US-sound equip	BEST BUY	Operating Supplies	Recreation Admin
17	US-music for skating rink even	ITUNES STORE	Operating Supplies	Skating Rinks/Warming Houses
35	US-permit for food	HENNEPIN COUNTY TREASURER	Licenses, Permits, Taxes, Fees	Recreation Admin
127	US-valentines party favors	ORIENTAL TRADING	Operating Supplies	Special Events & Trips
207	US-rock on ice refreshments	TARGET	Operating Supplies	Community Center Admin
62	US-rink fire pit supplies	FRATTALLONE'S/MINNETONKA ACE	Operating Supplies	Skating Rinks/Warming Houses
17	US-storage for program supplie	JORDAN ACE HARDWARE	Operating Supplies	Youth Programs Admin
19	US-rock on ice supplies	RADERMACHERS	Operating Supplies	Special Events & Trips
52	US-resource books-youth progra	SEARCH INSTITUTE	Operating Supplies	Youth Programs Admin
106	US-father daughter dance	TARGET	Operating Supplies	Special Events & Trips
60	US-trng-minton	PAYPAL INC	Conference/Training	Therapeutic Rec Admin
70	US-emt practical testing	NATIONAL REGISTRY OF EMTS	Employment Support Test	Fire
18	US-trng supplies	TARGET	Training Supplies	Fire
300	US-meal ticket	GUEST SERVICE	Conference/Training	Fire
60	US-trng refreshments	PANERA BREAD	Training Supplies	Police
100	US-trng-morrow	SPECIAL OPERATIONS TRAINING AS	Tuition Reimbursement/School	Police
61	US-trng refreshments	PANERA BREAD	Training Supplies	Police
725	US-iape trng	PAYPAL INC	Tuition Reimbursement/School	Police
350	US-records trng	IAPE	Tuition Reimbursement/School	Police
30	US-trng refreshments	PANERA BREAD	Tuition Reimbursement/School	Police

Amount	Explanation	Vendor	Account Description	Business Unit
1,620	US-new world trng	PAYPAL INC	Tuition Reimbursement/School	Police
1,850	US-new world trng	PAYPAL INC	Tuition Reimbursement/School	Police
355	US-trng full eti	PAYPAL INC	Tuition Reimbursement/School	Police
369	US-trng	QVERITY	Tuition Reimbursement/School	Police
395	US-trng davis	ST CLOUD STATE UNIVERSITY	Tuition Reimbursement/School	Police
53	US-swat gear	MILITARY UNIFORM SUPPLY	Clothing & Uniforms	Police
49	US-electrical cords	MENARDS	Repair & Maint. Supplies	Water System Maintenance
85	US-floor leveler	MENARDS	Repair & Maint. Supplies	Utility Operations - General
1,461	US-bolts for shop	BUILDING FASTENERS	Repair & Maint. Supplies	Sewer System Maintenance
93	US-floor	HOME DEPOT CREDIT SERVICES	Repair & Maint. Supplies	Utility Operations - General

58,319 Report Total

CITY COUNCIL AGENDA		DATE:
SECTION: Reports of Council Members		March 31, 2015
DEPARTMENT	ITEM DESCRIPTION:	ITEM NO.: XIV.A.1.
Office of the City Manager	Resolution Supporting the “Wyland Mayor’s Challenge for Water Conservation”	

Requested Action

Move to: Adopt the resolution supporting the Mayor’s Challenge for Water Conservation.

Synopsis

The attached resolution is a commitment from the City of Eden Prairie to once again support water conservation efforts by encouraging residents to participate in the Mayor’s Challenge for Water Conservation from April 1 to April 30, 2015.

Attachment

Resolution

**CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

RESOLUTION NO. 2015-41

**RESOLUTION SUPPORTING THE
“WYLAND MAYOR’S CHALLENGE FOR WATER CONSERVATION”**

WHEREAS, the City of Eden Prairie is committed to increasing energy efficiency, protecting its natural resources and encouraging water conservation; and

WHEREAS, the City of Eden Prairie can engage in efforts to inspire its residents to become better environmental stewards; and

WHEREAS, the “Wyland Mayor’s Challenge,” presented nationally by the Wyland Foundation and Toyota, with support from the U.S. EPA’s Office of Water, the U.S. Forest Service, National League of Cities, The Toro Company, Wondergrove Kids, Bytelaunch and WaterSmart Software, is a healthy, nonprofit competition for cleaner communities, and a water use and pollution reduction competition between cities; and

WHEREAS, residents may register their participation in Eden Prairie’s challenge online, by making simple pledges to decrease their water use and to reduce pollution for a period of one year; and

WHEREAS, from April 1 to April 30, 2015, the City of Eden Prairie wishes to encourage its residents to take the “Wyland Mayor’s Challenge for Water Conservation” by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Eden Prairie:

- I. The City of Eden Prairie agrees with and supports the “Mayor’s Challenge for Water Conservation.”
- II. The program is to be implemented from April 1 to April 30, 2015, through a series of communication and outreach strategies, whether new or existing, to encourage Eden Prairie residents to take the “Mayor’s Water Conservation Challenge.”

ADOPTED by the Eden Prairie City Council on this 31st day of March 2015.

Nancy Tyra-Lukens, Mayor

ATTEST:

Kathleen Porta, City Clerk

AGENDA

CITY OF EDEN PRAIRIE

HOUSING AND REDEVELOPMENT AUTHORITY

TUESDAY, MARCH 31, 2015

**7:00 PM, CITY CENTER
Council Chamber
8080 Mitchell Road**

HOUSING AND REDEVELOPMENT AUTHORITY MEMBERS: Chair Nancy Tyra-Lukens, Council Members Brad Aho, Ron Case, Sherry Butcher Wickstrom, and Kathy Nelson

CITY STAFF: City Manager Rick Getschow, Public Works Director Robert Ellis, Community Development Director Janet Jeremiah, City Attorney Ric Rosow, Finance Director Sue Kotchevar and Recorder Jan Curielli

- I. ROLL CALL / CALL THE HRA MEETING TO ORDER**
- II. APPROVE MINUTES OF HRA MEETING HELD ON JANUARY 20, 2015**
- III. ADOPT RESOLUTION ADOPTING MODIFIED TAX INCREMENT FINANCING PLAN FOR DISTRICT NO. 16 (LINCOLN PARC APARTMENTS)**
- V. ADJOURNMENT**

UNAPPROVED MINUTES

HOUSING AND REDEVELOPMENT AUTHORITY

TUESDAY, JANUARY 20, 2015

**7:00 PM, CITY CENTER
Council Chamber
8080 Mitchell Road**

HOUSING AND REDEVELOPMENT AUTHORITY MEMBERS: Chair Nancy Tyra-Lukens, Council Members Brad Aho, Sherry Butcher Wickstrom, Ron Case, and Kathy Nelson

CITY STAFF: City Manager Rick Getschow, Public Works Director Robert Ellis, Community Development Director Janet Jeremiah, Parks and Recreation Director Jay Lotthammer, Finance Director Sue Kotchevar, City Attorney Ric Rosow and Council Recorder Jan Curielli

I. ROLL CALL / CALL THE HRA MEETING TO ORDER

Chair Tyra-Lukens called the meeting to order at 8:08 PM. All HRA members were present.

II. APPROVE MINUTES OF HRA MEETING HELD ON DECEMBER 2, 2014

MOTION: Nelson moved, seconded by Butcher Wickstrom, to approve the minutes of the HRA meeting held December 2, 2014. **Motion carried 4-0-1, with Aho abstaining.**

III. ADOPT RESOLUTION ADOPTING MODIFIED TAX INCREMENT FINANCING PLAN FOR DISTRICT NO. 16 (LINCOLN PARC APARTMENTS)

Tyra-Lukens said this item should be removed.

IV. ADOPT RESOLUTION HRA NO. 2015-01 ADOPTING MODIFIED TAX INCREMENT FINANCING PLAN FOR DISTRICT NO. 17 (ROLLING HILLS SENIOR HOUSING/THE COLONY)

Getschow said the HRA must consent to and approve the same actions as were taken at the Council level.

MOTION: Aho moved, seconded by Nelson, to adopt Resolution No. 2015-01 adopting Modified Tax Increment Financing Plan, District No. 17. **Motion carried 5-0.**

V. ADJOURNMENT

MOTION: Butcher Wickstrom moved, seconded by Case, to adjourn the HRA meeting. **Motion carried 5-0.** Chair Tyra-Lukens adjourned the HRA meeting at 8:10 PM.

HRA AGENDA		DATE: March 31, 2015
DEPARTMENT: Janet Jeremiah, Community Development Director Molly Koivumaki, Manager, Housing and Community Services	ITEM DESCRIPTION: Resolution Adopting Modified Tax Increment Financing Plan, District No. 16 – Lincoln Parc Apartments	HRA ITEM NO.: III.

Requested Action

Move to: Adopt the Resolution Adopting Modified Tax Increment Financing Plan, District No. 16.

Synopsis

Tax Increment Financing District No. 16 was established in 1999 in order to provide 140 affordable housing units to tenants living at Lincoln Parc for a term of 15 years. The City, the HRA, and the developer, Lincoln Parc Apartments, LLC, have agreed to extend the term of the affordable units through the year 2027, or 25 years from when the first tax increment was collected from the district, which is the maximum allowed by statute. The Modified TIF Plan for District No. 16 increases the budget for the District to facilitate reimbursement of additional developer-incurred project costs associated with continuing to provide the affordable units for the full 25-year term.

Background

Lincoln Parc is a 186-unit apartment building located on Singletree Lane near the intersection of Flying Cloud Drive. The project is part of Tax Increment Financing District No. 16 created in 1999 to help subsidize 20% of the total units for tenants with incomes below 50% of the median income for the metro area, and 55% of the total units for tenants with incomes below 80% of the median income for the metro area.

Attachment

Resolution

**HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF EDEN PRAIRIE
HENNEPIN COUNTY, MINNESOTA**

H.R.A. RESOLUTION NO. 2015 - ____

**RESOLUTION ADOPTING MODIFIED TAX INCREMENT FINANCING
PLAN, DISTRICT NO. 16.**

WHEREAS, it has been proposed by the Board of Commissioners (the “Board”) of the Eden Prairie Housing and Redevelopment Authority (the “HRA”) and the City of Eden Prairie (the “City”) that the City modify Tax Increment Financing District No. 16 (the “TIF District”), which is located in Redevelopment Project No. 5 (the “Project Area”), and adopt a modified Tax Increment Financing Plan (the “TIF Plan”) therefor (the “TIF Plan Modification”), all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.001 to 469.047, and Sections 469.174 to 469.1794, inclusive, as amended (the “Act”), all as reflected in the TIF Plan Modification and presented for the Board’s consideration; and

WHEREAS, Tax Increment from the TIF District has been used to pay for certain development costs and to provide affordable housing units at Lincoln Parc Apartments. The Modification will allow the City and HRA to extend the term of the affordability of 140 units from 15 to 25 years; and

WHEREAS, the HRA has investigated the facts relating to the TIF Plan Modification and has caused the Modification to be prepared; and

WHEREAS, the HRA has performed all actions required by law to be performed prior to the adoption of the TIF Plan Modification, and has also requested that the Council schedule a public hearing on the TIF Plan Modification upon published notice as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The HRA hereby finds that the TIF Plan Modification is intended and, in the judgment of this Board, the effect of such actions will be, to provide an impetus for development in the public purposes and accomplish certain objectives as specified in the TIF Plan Modification, which are hereby incorporated herein.

2. The HRA further finds that the TIF Plan Modification will afford maximum opportunity, consistent with the sound needs for the City as a whole, for the development or redevelopment of the Project Area by private enterprise in that the intent is to provide only that public assistance necessary to make the provision of affordable housing by a private developer financially feasible.

3. The boundaries of the Project Area and the TIF District are not being expanded.

4. The reasons and facts supporting the findings in this resolution are described in the TIF Plan, the TIF Plan Modification, and City Council Resolution 2015 - ____.

5. Conditioned upon the approval thereof by the City Council following its public hearing thereon, the TIF Plan Modification is hereby approved in substantially the form presented to the HRA on this date, subject to revisions that are approved by legal counsel to the extent necessary in order to comply with the Act.

6. Upon approval of the TIF Plan Modification by the City Council, the staff, the HRA's advisors and legal counsel are authorized and directed to proceed with the implementation of the TIF Plan Modification and for this purpose to negotiate, draft, prepare and present to this Board for its consideration all further plans, resolutions, documents and contracts necessary for this purpose. Approval of the TIF Plan Modification does not constitute approval of any project or a development agreement with any developer.

7. Upon approval of the TIF Plan Modification by the City Council, the Executive Director is authorized and directed to forward a copy of the TIF Plan Modification to the Minnesota Department of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

8. The HRA hereby pledges, transfers, grants and assigns to City all of its right, title and interest in the Tax Increments generated and received from Tax Increment District No. 16 for use by City in accordance with the terms of the Modification.

Approved and adopted by the Board of Commissioners of the Eden Prairie Housing and Redevelopment Authority this 31st day of March, 2015.

Nancy Tyra-Lukens, Chair

ATTEST:

SEAL

Rick Getschow, Executive Director