

**AGENDA**

**EDEN PRAIRIE CITY COUNCIL MEETING**

**TUESDAY, SEPTEMBER 15, 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**
- V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS**
- VI. MINUTES**
  - A. COUNCIL WORKSHOP HELD TUESDAY, SEPTEMBER 1, 2015**
  - B. CITY COUNCIL MEETING HELD TUESDAY, SEPTEMBER 1, 2015**
- VII. REPORTS OF ADVISORY BOARDS & COMMISSIONS**
- VIII. CONSENT CALENDAR**
  - A. CLERK'S LICENSE LIST**
  - B. WAND CORPORATION by Wand Corporation. Second Reading of the Ordinance for Planned Unit Development District Review with waivers on 2.88 acres; Zoning District Amendment within the I-2 Industrial Park Zoning District on 2.88 acres. Location: 7575 Corporate Way. (**Ordinance for PUD District Review with waivers and Zoning District Amendment**)**
  - C. APPROVE SECOND READING OF ORDINANCE AMENDING CITY CODE CHAPTER 11 RELATING TO SIGNS AND ADOPT RESOLUTION APPROVING PUBLICATION OF SUMMARY ORDINANCE**
  - D. AWARD CONTRACT FOR ELECTRONIC BILL PRESENTMENT AND PAYMENT TO INVOICE CLOUD**

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- E. **APPROVE CONTRACT WITH BAKER & ASSOCIATES FOR LIQUOR STORE UPDATES**
- F. **ADOPT RESOLUTION APPROVING THIRD AMENDMENT TO PROJECT MANAGEMENT AGREEMENT FOR TIF DISTRICT 15 (SUMMIT PLACE)**
- G. **REJECT BIDS FOR WATERFORD RD. AREA SUMP PUMP COLLECTION SYSTEM PROJECT**
- H. **AWARD CONTRACT FOR PAINTING BRIDGE FASCIA BEAMS**
- I. **ADOPT RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF SPECIAL ASSESSMENT ROLL AND SETTING HEARING DATE**
- J. **APPROVE QUOTE AND AUTHORIZE LOGIS TO REPLACE NETWORK EQUIPMENT AT FIRE STATION 4, PUBLIC WORKS AND WATER PLANT**
- K. **APPROVE CONTRACT WITH ST. CROIX RECREATION FOR PURCHASE OF PLAYGROUND EQUIPMENT FOR CAMP EDENWOOD**
- L. **APPROVE AGREEMENT WITH ICE CASTLES LLC TO PROVIDE AN ICE CASTLE ATTRACTION AT MILLER PARK**
- IX. **PUBLIC HEARINGS / MEETINGS**
  - A. **SOUTHWEST LIGHT RAIL TRANSIT MUNICIPAL CONSENT PLANS (RESOLUTION)**
  - B. **CERTIFICATE OF APPROPRIATENESS FOR GLEN LAKE CHILDREN'S CAMP**
- X. **PAYMENT OF CLAIMS**
- XI. **ORDINANCES AND RESOLUTIONS**
- XII. **PETITIONS, REQUESTS AND COMMUNICATIONS**
- XIII. **APPOINTMENTS**
- XIV. **REPORTS**
  - A. **REPORTS OF COUNCIL MEMBERS**
  - B. **REPORT OF CITY MANAGER**
  - C. **REPORT OF THE COMMUNITY DEVELOPMENT DIRECTOR**

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- 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**

**UNAPPROVED MINUTES**

**CITY COUNCIL WORKSHOP & OPEN PODIUM**

**TUESDAY, SEPTEMBER 1, 2015**

**CITY CENTER  
5:00 – 6:25 PM, HERITAGE ROOMS  
6:30 – 6:55 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. BACKYARD CHICKENS**

Getschow said the City has been approached several times over the past few years by residents who want to raise chickens in their backyards. City ordinance currently prohibits backyard chickens in residential areas. In April, two residents presented a petition requesting that the City Council change the City Code. The City Council delayed discussion of the issue due to the recent avian flu outbreak. Getschow noted that a number of nearby communities allow chickens. In August, a “Backyard Chickens in Eden Prairie” discussion was posted to CITY CONNECT on the City’s website. Two questions were posed:

- Do you think the current City ordinance should be changed to allow residents to have chickens? Why or why not?
- If the City of Eden Prairie does change the ordinance to allow chickens in residential areas, do you think certain restrictions should be included? For example, some cities prohibit male roosters and limit the number of female hens allowed per household. Tell us about any restrictions you think are necessary.

The discussion received 177 comments, approximately 70 percent in favor of backyard chickens and 30 percent opposed. The report and e-mails received on the topic were distributed to the City Council for review. There was general consensus on the forum that roosters should not be allowed. Suggestions included limiting the number of hens allowed, licensing and regulation, and education.

Getschow said residents Sara Freeland and Sarah Kallal e-mailed him information on backyard chicken policies from Minnetonka, St. Louis Park, Burnsville and Eagan. Getschow said he has not heard of any major complaints from cities that allow backyard chickens.

He said tonight's workshop is for the Council to provide feedback on the results of the online forum and to discuss how they would like staff to proceed. Issues discussed included:

- Handling of chickens at large
- Care of chickens in sub-zero weather
- Whether or not slaughtering of chickens should be allowed
- Sanitation and odor control
- Aesthetics of chicken coops
- Regulations (setbacks for coops) and licensing (inspections and notification of neighbors)
- Chicken predators (i.e., coyotes and raccoons)

Case said many people who objected to backyard chickens on the forum were misinformed. He said he thinks it is worth going the next step and drafting a tightly worded ordinance that addresses all of issues raised tonight. Butcher Wickstrom said she thinks backyard chickens are a good idea, and suggested that the City use the same procedures it currently has for other types of pets. Nelson said she would want to ensure that coops are constructed so they are not susceptible to fire.

Tyra-Lukens said there are still a lot of unanswered questions. She said most people who live in Eden Prairie moved here with the understanding that backyard chickens are not allowed. She said coops would need to be located at least 10 feet from property lines, and that they should be inspected. Permitting fees should cover the cost of inspections. She also asked staff to contact realtors in communities that allow backyard chickens to see it has resulted in lower property values.

Aho said he has similar concerns. He said some neighborhoods have fairly small yards, and coops would be very visible to neighbors. He asked if there would be standards regarding building materials and construction. Nelson said there is a growing problem with coyotes, and raccoons can be just as much of a problem.

Case raised the issue of the rights of property owners to use their properties as they see fit. He said there are a lot of sheds and garden enclosures that are eyesores, but the government often does not interfere with them. He said minimum lot sizes and setbacks would be advisable.

Nelson and Aho said they are comfortable waiting until the next community survey is conducted to gather more data on how the community feels about allowing backyard chickens. Case said he is not comfortable waiting that long. Tyra-Lukens said she does not have a problem waiting for more for data to be available.

Getschow said staff will plan to include a question about backyard chickens on the next community survey. He said the topic can also be discussed at another workshop after staff has gathered more information on the issues raised tonight.

**II. SIGN UPDATE**

City Attorney Ric Rosow provided an update on sign regulations based on the outcome of the U.S. Supreme Court case Reed v. Town of Gilbert. He said some of the City's current regulations will need to be revised based on the outcome of the case.

*Open Podium - Council Chamber*

**III. OPEN PODIUM**

**IV. ADJOURNMENT**

**UNAPPROVED MINUTES**

**EDEN PRAIRIE CITY COUNCIL MEETING**

**TUESDAY, SEPTEMBER 1, 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, Finance Director Sue Kotchevar, 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. All Council Members were present.

**II. PLEDGE OF ALLEGIANCE**

**III. OPEN PODIUM INVITATION**

**IV. PROCLAMATIONS / PRESENTATIONS**

**A. ACCEPT DONATION FROM TEAM FOXJETS FOR AQUATICS EXPANSION PROJECT (RESOLUTION NO. 2015-84)**

Lotthammer said Team Foxjet has pledged a total of \$500,000 towards the construction of the aquatics expansion. Tonight's donation of \$100,000 is the first installment and is coming from Team Foxjet and other groups. The donations are a result of purchasing tiles that are displayed on the tile mural and naming rights for portions of the building. He noted staff believes the group's fundraising efforts are going well.

**MOTION:** Case moved, seconded by Nelson, to adopt Resolution No. 2015-84 accepting the donation from Team Foxjet toward the aquatics expansion project.  
**Motion carried 5-0.**

**B. ACCEPT DONATION ON BEHALF OF SYDNEY GALLEGER MEMORIAL POOL FUNDRAISING EFFORT AND ENTER INTO NAMING RIGHTS AGREEMENT (RESOLUTION NO. 2015-85)**

Lotthammer said Sydney Galleger was active on the diving team, but, sadly, she passed away not long ago. Staff was approached by her family members and friends and members of the Sydney Galleger Memorial Pool fundraising effort with a proposal to name the dive pool after Sydney. This contribution would go towards the \$500,000 committed by Team FoxJets.

**MOTION:** Butcher Wickstrom moved, seconded by Case, to adopt Resolution No. 2015-85 to accept a donation of \$75,000 on behalf of the Sydney Galleger Memorial Pool fundraising effort and to enter into a naming rights agreement.  
**Motion carried 5-0.**

**V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS**

**MOTION:** Butcher Wickstrom moved, seconded by Nelson, to approve the agenda as published. **Motion carried 5-0.**

**VI. MINUTES**

**A. COUNCIL WORKSHOP HELD TUESDAY, AUGUST 18, 2015**

**MOTION:** Nelson moved, seconded by Case, to approve the minutes of the Council workshop held Tuesday, August 18, 2015, as published.  
**Motion carried 5-0.**

**B. CITY COUNCIL MEETING HELD TUESDAY, AUGUST 18, 2015**

**MOTION:** Butcher Wickstrom moved, seconded by Aho, to approve the minutes of the City Council meeting held Tuesday, August 18, 2015, as published.  
**Motion carried 5-0.**

**VII. REPORTS OF ADVISORY BOARDS & COMMISSIONS**

**VIII. CONSENT CALENDAR**

**A. CLERK'S LICENSE LIST**

**B. AWARD CONTRACT FOR REPLACEMENT OF HOCKEY RINK AT NESBITT PRESERVE PARK TO FINLEY BROS, INC.**

**MOTION:** Case moved, seconded by Nelson, to approve Items A and B on the Consent Calendar. **Motion carried 5-0.**

**IX. PUBLIC HEARINGS / MEETINGS**

**A. TOWNPLACE SUITES** by Alliant Engineering. Request for Planned Unit Development Concept Review on 1.87 acres; Planned Unit Development District Review with waivers on 1.87 acres; Zoning District Amendment within the Commercial –Regional – Services District on 1.87 acres and Site Plan Review on



1.87 acres. Location: 11588 Leona Road. **(Resolution No. 2015-86 for PUD Concept Review; Ordinance for PUD District Review with waivers and Zoning District Amendment)**

Getschow said the proposed project is a 300 square foot building expansion to add a breakfast room to provide continental breakfasts to guests at the TownePlace Suites. The building materials proposed for the addition exceed City Code requirements, and the proponent is adding bicycle parking options to the site. Because City Code requires a base area ratio (BAR) of up to 0.20 and the building addition increases the BAR for this site to 0.21, a waiver is requested. The expansion is not adding guest rooms so there are no additional parking requirements. The Planning Commission voted 7-0 to recommend approval of the project at the August 10, 2015 meeting.

John Ferrier, representing CSM Properties, reviewed the proposal. He said their corporate property improvement plans require the addition of a breakfast area at TownePlace Suites. He believed the addition fits with their concept for the building.

Tyra-Lukens commented it is a nice addition and is an improvement to the facility.

There were no comments from the audience.

**MOTION:** Aho moved, seconded by Butcher Wickstrom, to close the public hearing; to adopt Resolution No. 2015-86 for Planned Unit Development Concept Review on 1.87 acres; to approve 1st Reading of the Ordinance for Planned Unit Development District Review with waivers, and Zoning District Review within the Commercial Regional Service Zoning District on 1.87 acres; and to direct staff to prepare a development agreement incorporating staff and commission recommendations and Council conditions. **Motion carried 5-0.**

**B. FIRST READING OF ORDINANCE AMENDING CITY CODE CHAPTER 11 RELATING TO SIGNS**

Getschow said at the Council Workshop earlier this evening the Council was briefed on what may need to be some substantial changes to the sign ordinance because of a recent U.S. Supreme Court decision. This proposed ordinance change, however, is a proposal for minor changes to the sign regulations including the following:

- Proposed language to include a definition for Entry Monument Signs. This is compatible with the entry monument sign initiative.
- A maximum square footage of 300 square feet per tenant for wall signs within Commercial zoning districts. Currently there is no maximum for multi-tenant buildings; however there is a maximum of 300 square feet for single tenant buildings.
- Language is revised to reference “rentable space” instead of the current language of “accessory use.” This will provide clarification in the Industrial and Office zoning districts.

- Free standing sign width is proposed to increase from 18 inches to 30 inches. This will allow more flexibility for decorative free standing signs that incorporate stone or brick.

Tyra-Lukens asked about the increase from 18 inches to 30 inches for free standing signs. Jeremiah said this refers to a two-sided sign and addresses the depth of the sign rather than the width of the face. This would allow for V-shaped signs to incorporate brick or stone and puts a limit on the depth of the sign.

Tyra-Lukens was concerned about the increase in maximum square footage to 300 square feet per tenant. She noted that is the size of the breakfast addition approved in the previous item and it seems like a large increase. Jeremiah said this is creating a maximum that doesn't exist now. Every tenant can have signage based on the size of their store front. This change is creating a maximum footage, but it is proportional to the size of the building.

Nelson noted if the maximum were applied to tenants in a strip mall, it would be very busy, so she had read the provision as 300 total square feet, not per tenant. Jeremiah replied there is a maximum of 15% of the wall area of that wall where the tenant is located; however, there is the potential that a large tenant space would get them over the 300 foot limit. Nelson asked if the 15% limit would top the 300 foot limit. Jeremiah said for small spaces the 15% limit would come into play before the 300 foot limit.

Tyra-Lukens thought we had already set a maximum square footage per tenant. Jeremiah replied there is a maximum for single tenant buildings, but there was no final maximum for each tenant of a multi-tenant building. Currently, a building with a wall area in excess of 500 square feet could potentially have a sign larger than 300 square feet and we are now capping the signage to 300 square feet. She noted we have different regulations for wall signs and free standing signs.

There were no comments from the audience.

**MOTION:** Butcher Wickstrom moved, seconded by Aho, to close the public hearing and to approve 1st Reading of the Ordinance amendment to City Code Chapter 11, Section 11.70 relating to sign permits, and adopting by reference City Code Chapter 1 and Sections 2.99 and 11.99 which, among other things, contain penalty provisions. **Motion carried 5-0.**

**X. PAYMENT OF CLAIMS**

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

**XI. ORDINANCES AND RESOLUTIONS**

**XII. PETITIONS, REQUESTS AND COMMUNICATIONS**

**XIII. APPOINTMENTS**

**XIV. REPORTS**

**A. REPORTS OF COUNCIL MEMBERS**

**1. Community Services Update**

Getschow said this update is being provided in response to a request regarding community services that are being provided specifically to the Somali community.

Molly Koivumaki, Community Services Manager, said we have seen positive trending, especially in our Somali community services. There are two different sources for funding for Human Services programs: CDBG funds which generally provide about \$50,000 per year; and the General Fund which is a two-year budget cycle that starts in late spring. Staff receives funding proposals and reviews them before making funding recommendations to the City Council each year.

Koivumaki reviewed the direct program services which included a Police Liaison to the Somali community; a \$25,000 per year part-time position as Somali Liaison; and the \$6,000 per year YMCA summer program at Briar Hill. In addition there are other funded programs that are not just for the Somali community: the Early Childhood Family Education program; tenant advocacy service through the Homeline program, and the YMCA youth leadership and camps programs. She reviewed the services provided by the part-time Somali Liaison who provides assistance with navigating the complexity of the systems for funding programs. She reviewed other ongoing opportunities, such as the Somali mothers' meetings and the annual teen summer job fair. She noted they are starting to get questions from the Somali community about how to access college financial services.

Case said his initial request was prompted by all the news about terror recruitment around the country and his concern about how we best inculcate our cultural values into people that are new to our community. He believed that government money should be viewed as seed dollars to incentivize cultural acclimation and to help our community as a whole to be better and safer. His initial concern had to do in particular with what we are doing with programs for Somali students in Junior and Senior High School to direct some of the cultural pieces and also what programs are out there that we could be funding that would make better use of our money. He wanted to continue the conversation as we look at the few dollars we spend to see if we are getting as much value as we could and if there are places we might get even more value. He would like to see data that would confirm where we have put our dollars and the return we have seen on the funding we have

spent. He suggested we get a report back in six months time, with particular emphasis on the programs for Junior and Senior High School students.

**B. REPORT OF CITY MANAGER**

**1. Adopt Resolution No. 2015-87 Certifying Proposed 2016 Property Tax Levy, Accepting Proposed Budget for 2016, and Consenting and Approving 2016 HRA Levy**

Getschow said at the HRA meeting we set a preliminary budget and levy, and the Council must approve that levy tonight. In addition staff is asking the council to approve the overall City budget for 2016. We conduct a two-year budget process, and we began to compile and process 2016 and 2017 at the beginning of 2015. The Council packet contained a summary of some of that information as it relates to the two-year budget process. He noted the action tonight is to set a preliminary budget and levy. The proposed levy amount could be lowered before the final tax levy and budget is approved in December, but it could not be increased. At this point the Council and staff are in the midst of the process and have spent time at workshops discussing survey results, service levels, and department work plans as we assessed what type of service levels our residents are expecting. There were several goals set through the summer months related to maintaining service levels or enhancing them. We also want to continue to look for efficiencies and innovations in the service delivery. We want to maintain or implement our goals in a way that provides value to our residents and taxpayers.

Getschow said the proposed levy tonight includes a 2.9% increase from the prior year. That is one of the lowest preliminary levies we have seen in any of the surrounding communities. At this point we know a little bit of the impact the levy would have. A median value home would see an increase in the tax of about \$6.00 per year, and we are projecting a decrease in the tax on commercial property. During September and October we will receive feedback on the preliminary budget levy before a public hearing is held at the December Council meeting to adopt the final budget levy.

Nelson asked if this amount includes a raise for City employees so that we maintain our good people. Getschow said for 2016 and 2017 we have proposed a 2.5% base wage increase. Nelson asked if it covers inflation for materials, energy and other items. Getschow replied each line item in the budget is considered separately as it relates to inflation. We have seen some energy savings because of the initiatives taken for energy efficiencies. Nelson asked if the fiscal disparities we are required to pay are covered. Getschow replied that contribution is covered. Nelson said she appreciated the staff efficiencies and innovations made while still maintaining our level of services.

Case noted on Page 8 the budget increase is stated as 3.5%. Getschow replied the total levy has a 2.9% increase, the General Fund budget increase

is 3.9%, and the total budget increase is 3.5%. Case noted our levy only brings in about 75% of the dollars we spend.

Tyra-Lukens said we are being asked to certify a property tax levy of about \$34.5 million and a budget of almost \$46 million, but we get additional money from intergovernmental aid and other sources.

**MOTION:** Case moved, seconded by Nelson, to adopt Resolution 2015-87 that certifies the proposed 2016 property tax levy to be \$34,660,874, sets December 1, 2015, as the meeting which will include discussion of the budget and provide for public comment, accepts the proposed 2016 budget of \$45,877,812; and consents and approves the HRA tax levy of \$200,000. **Motion carried 5-0.**

**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:** Nelson moved, seconded by Case, to adjourn the meeting. **Motion carried 5-0.** Mayor Tyra-Lukens adjourned the meeting at 7:56 P.M.

|  |  |                          |
|--|--|--------------------------|
| <b>CITY COUNCIL AGENDA</b>   |  | <b>DATE:</b>             |
| <b>SECTION:</b> Consent Calendar                                       |  | September 15, 2015       |
| <b>DEPARTMENT/DIVISION:</b><br>Christy Weigel,<br>Police/ Support Unit | <b>ITEM DESCRIPTION:</b><br>Clerk's License Application List | <b>ITEM NO.:</b> VIII.A. |

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

**Requested Action**

**Motion:** Approve the licenses listed below

**Amendment to Liquor License**

**2AM Closing Permit - Renewal**

Licensee name: The Tap House Restaurant Group, LLC

DBA: Prairie Tap House

|   |  |                                 |
|---|--|---------------------------------|
| <b>CITY COUNCIL AGENDA</b>  |  | <b>DATE:</b> September 15, 2015 |
| <b>SECTION:</b> Consent Agenda  |  |                                 |
| <b>DEPARTMENT/DIVISION:</b><br>Community Development/Planning<br>Janet Jeremiah/Tania Mahtani | <b>ITEM DESCRIPTION:</b><br>WAND Corporation | <b>ITEM NO.:</b> VIII.B.        |

### **Requested Action**

Move to:

- Approve 2<sup>nd</sup> Reading of the Ordinance for Planned Unit Development District Review with waivers, and Zoning District Review within the Industrial Park I-2 Zoning District on 2.88 acres;  
**and**
- Approve the Development Agreement for WAND Corporation.

### **Synopsis**

The cover memo dated August 18, 2015 reflected a PUD waiver requested to exceed the amount permitted impervious surface within a shoreland area, which is an existing condition on the site. Upon more detailed review, staff determined this waiver was no longer necessary, as the existing impervious area does not exceed the allowable amount of impervious surface within a shoreland area.

This is final approval of the development agreement and plans for the proposal for 100% office use within an I-2 zoning district.

The 120-Day Review Period Expires on November 4, 2015.

### **Attachments**

1. Ordinance for PUD District Review
2. Summary Ordinance
3. Development Agreement

**WAND CORPORATION**

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

**ORDINANCE NO. 10-2015-PUD-5-2015**

**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 I-2 Industrial Park Zoning District- 10-2015-PUD-5-2015 (hereinafter "PUD-5-2015-I-2).

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

A. PUD-5-2015-I-2 is not in conflict with the goals of the Comprehensive Guide Plan of the City.

B. PUD-5-2015-I-2 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-5-2015-I-2 are justified by the design of the development described therein.

D. PUD-5-2015-I-2 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 September 15, 2015, entered into between 7575 Management LLC and the City of Eden Prairie, (hereinafter "Development Agreement"). The Development Agreement contains the terms and conditions of PUD-5-2015-I-2, 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 I-2 Industrial Park District and shall be included hereafter in the Planned



Unit Development 5-2015-I-2, 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 18<sup>th</sup> day of August 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 15<sup>th</sup> day of September, 2015.

**ATTEST:**

\_\_\_\_\_  
Kathleen A. Porta, City Clerk

\_\_\_\_\_  
Nancy Tyra-Lukens, Mayor

**PUBLISHED** in the *Eden Prairie News* on \_\_\_\_\_, 2015.

# **EXHIBIT A**

**PUD Legal Description –**

Lot 7, Block 2, Edenvale Industrial Park

WAND CORPORATION

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

**SUMMARY OF  
ORDINANCE NO. 10-2015-PUD-5-2015**

**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 7575 Corporate Way within the I-2 Industrial Park 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.)

# DEVELOPMENT AGREEMENT

**Project Name: WAND CORPORATION**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into as of September 15, 2015; by 7575 Management LLC, a Minnesota 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 District Review with waivers on 2.88 acres, legally described on Exhibit A (the "Property");

**WHEREAS**, Developer and City entered into this Development Agreement to set forth terms and conditions of the requested approvals.

**NOW, THEREFORE**, in consideration of the City adopting Ordinance No. \_\_\_\_\_ for Planned Unit Development District 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 August 10, 2015, reviewed and approved by the City Council on August 18, 2015, (hereinafter the "Plans") and identified on Exhibit B, subject to such changes and

WAND Corporation Development Agreement  
September 15, 2015

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 Land 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 Land 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. **INTENTIONLY LEFT BLANK.**
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 with 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 reseeding 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.

- C. **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. **OUTSIDE STORAGE:** Developer shall not permit on the Property any outside storage of inoperable automobiles, automobile parts, equipment, inventory or refuse.
8. **OWNER'S SUPPLEMENT TO DEVELOPMENT AGREEMENT:** The Owner's Supplements to this Agreement executed by and between the City of Eden Prairie and the fee title owner of the Property on the date of this Agreement is attached hereto as Exhibit E and made a part hereof.
9. **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.
10. **PROOF OF PARKING SPACES:** Developer and City acknowledge that the 34 proof of parking spaces proposed for the Property, depicted in the Plans, are designated for use by WAND Corporation 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 WAND Corporation use of the Property, the City Manager shall notify the Developer in writing of the need to construct additional proof of parking spaces. One of such factors that will necessitate construction of the proof of parking includes if there is vehicular parking occurring on Corporate Way, which vehicular parking the City Manager reasonably attributes to the uses of the Property. 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. A Land Alteration Permit will be required at the time the proof of parking is constructed.

11. **PUD WAIVERS GRANTED:** The city hereby grants the following waiver to City Code requirements within the I-2 Industrial Park District through the Planned Unit Development District Review for the Property and incorporates said waiver as part of PUD \_\_\_\_\_
  - A. Waiver to allow 100% office use in the I-2 zoning district ("Office Use Waiver"). Currently 77% of the gross floor area for construction on the Property as depicted in the Plans is allowed as office use pursuant to variance Final Order 82-32. The approval of the "Office Use Waiver" is granted to WAND Corporation as the sole occupant of the Property. If WAND Corporation is no longer the sole occupant of the Property, the "Office Use Waiver" shall lapse unless a land use application for continuation of "Office Use Waiver" is filed and the application is administratively approved in writing by the City Planner. A new application is required whenever there is a new occupant of the Property. For the purposes of this Agreement, a change of corporate identity, entity, structure, or equity ownership or controlling interests in WAND Corporation does not constitute a change in occupancy, and will not require an application for continuation of the Office Use Waiver, unless the successor entity's parking requirements exceeds the amount of parking on the Property at the time of such change. The City Planner shall not approve the application unless the applicant provides evidence reasonably satisfactory to the City Planner that all proposed parking for the use of the Property is able to be parked on site within the amount of parking provided on site at the time of transfer. The application shall include an Employee Parking forecast, similar to the Employee Parking Forecast provided by WAND Corporation in the plans stamp dated July 7, 2015. If an application for continuation of "Office Use Waiver" is not approved the variance granted in the Final Order 82-32 remains in effect.
12. **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.
13. **SITE LIGHTING:** At the time the parking lot is constructed, 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 full cutoff lighting fixture or downcast shoebox fixtures not to exceed 30 feet in height. Developer shall complete implementation of the approved lighting plan prior to issuance of any occupancy permit for the Property.

14. **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.
15. **TRAVEL DEMAND MANAGEMENT PLAN:** Developer shall implement the Travel Demand Management (TDM) Plan at the site to help reduce traffic congestion according to the attached plan shown as Exhibit F.

Prior to issuance of the building permit for the Property, Developer shall furnish to the Traffic Engineer and receive the Traffic Engineer's approval of a TDM performance bond, cash escrow, letter of credit with a corporation approved by the City Manager or other guarantee acceptable to the City Manager (hereinafter referred to as the "Security") equal to 100% of the cost \$9,650 of implementing the first two (2) years of the TDM Plan. The Developer shall initiate implementation of the TDM Plan, including active marketing to its employees and all building tenants and their employees:

- a.) 3 months after a certificate of occupancy has been issued the Security may be reduced to the Developer on a "draw-down" basis, in the following manner:
  - A. The City will consider reduction or release of the Security at the following times:
    - Upon completion of items associated with plan start up.
    - After 1 calendar year of TDM plan implementation
    - After 2 calendar years of TDM plan implementation and completion of the plan evaluation.
  - B. To request a reduction or release of the Security the Developer shall submit to the Traffic Engineer a letter requesting a reduction and a summary of the TDM activities completed to date. A summary of the required information can be obtained for the Traffic Engineer upon request.
  - C. The City shall have 30 business days to review requests for reduction or release of the Security and provide indication of approval or objection to any part of the request.

If the Developer fails to implement the TDM plan in accordance with its terms, the City may draw upon the Security in whole or in part to pay the cost of implementation.

16. **WETLAND PLAN:**

Prior to release of the land alteration permit for construction of the Proof of Parking for the Property, Developer shall submit to the Environmental Coordinator and receive the Environmental Coordinator's approval of a Wetland Plan. The approved Wetland Plan shall

be consistent with the materials and requirements shown on the Plans and as required by City Code. The Plan shall include the following elements.

A. **Wetland Delineation and Wetland Buffer Strip Evaluation:** Developer shall submit to the City a Wetland Buffer Strip Evaluation Report ("Buffer Report") and Wetland Delineation Report in accordance with the Wetland Plan and City Code requirements. If the Delineation or Buffer Reports identify any unacceptable vegetation or other conditions, the wetland and/or wetland buffer strip shall be graded, treated, reseeded and/or replanted (thereon known as "Landscaping", or "Landscaped") by the Developer within 90 days of submission of the Buffer Report or within 90 days after receipt of a wetland permit for wetland alteration. If the Wetland Plan is submitted after September 30th, the Landscaping must be completed by June 30<sup>th</sup> of the following year. If Landscaping of the wetland and/or wetland buffer strip is required, the Developer shall submit a signed statement by a qualified wetland consultant, as determined by the City Manager, stating that the wetland and/or wetland buffer strip vegetation complies with all City requirements within 30 days of completion of the Landscaping of the wetland and/or wetland buffer strip.

B. **Annual Wetland and Wetland Buffer Strip Evaluation:** Developer shall submit a signed contract with a qualified wetland consultant, as determined by the City Manager and/or designee, for preparation of an Annual Wetland and Wetland Buffer Strip Evaluation Report (Annual Buffer Report) that evaluates the condition of the wetland(s) and wetland buffer strip(s) and to determine if they are in compliance with all City requirements. The Annual Buffer Report shall provide both an action plan and proposed cost for correction of all problems identified within the wetland(s) and/or wetland buffer strip(s).

The first Annual Buffer Report shall be submitted no later than November 1 of the calendar year in which construction of the wetland and/or wetland buffer strip is commenced. Thereafter, this report shall be submitted annually until two full growing seasons following completion of the development have passed, at which point a final Annual Report shall be submitted. The final Annual Buffer Report shall evaluate the wetland(s) and wetland buffer strip(s) to determine if the wetland(s) and/or wetland buffer strip(s) remain in compliance with all City requirements.

If any unacceptable conditions or vegetation are identified within the Annual Buffer Reports or final Annual Buffer Report, the Developer shall correct the area(s) identified within 90 days of submission of the Annual Buffer Report.

C. **Conservation Easement:** Developer shall submit a Conservation Easement attached as Exhibit G, for review and written approval by the Environmental Coordinator, for the area delineated on the Plans. After approval by the City, Developer shall file the

Conservation Easement with the Hennepin County Recorder/Registrar of Title as appropriate.

Prior to the issuance of the land alteration permit for the Property, Developer shall submit to the Environmental Coordinator proof that the Conservation Easement has been recorded in the Hennepin County Recorder's Office/Registrar of Titles' Office.

- D. **Wetland Buffer Strip Monuments:** The Wetland Plan shall include a plan to install all wetland buffer strip monuments for the property prior to release of the land alteration permit for construction of the Proof of Parking. The Security referred to in paragraph E below shall include the cost for location, including surveying, and installation of the monuments. Wetland buffer strip monument locations shall be shown on the final grading plan and final plat. The monument shall consist of a post and a wetland buffer strip sign. The post shall be a 1.12 to 2.0 pounds per foot (1.12 pounds per foot is preferred) green steel channel post or other material pre-approved in writing by the City Manager. The post shall be a minimum of 2.25 inches wide and 6 feet 6 inches long (2.25" x 6.5'). The sign shall have a minimum size of 3 inch by 8 inch (3" x 8"). The sign shall be mounted flush with the top of the post and shall include the statement "Conservation Easement: No Mowing Allowed" or "Conservation Easement: Vegetation Clearing Limit". The post shall be mounted to a height of four feet above grade and set at least 2.5 feet in the ground. Removal of the wetland buffer strip monuments is prohibited.
- E. **Wetland Performance Bond:** Developer shall furnish to the Environmental Coordinator and receive the Environmental Coordinator's approval of a Wetland Plan performance bond, cash escrow, or letter of credit with a corporation approved by the City Manager or other guarantee acceptable to the City Manager (hereinafter referred to as the "Security") equal to 150% of the cost, as estimated by the City Manager, of completing said Wetland Plan requirements and/or Landscaping as depicted on the Plans and as required by City Code. Said Security shall cover costs associated with the Wetland Plan during development and for two full growing seasons following completion of the development.

If the Developer fails to implement the Wetland Plan in accordance with its terms, the City may draw upon the Security in whole or in part to pay the cost of implementation.





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

WAND Corporation Development Agreement  
September 15, 2015



# **EXHIBIT A**

## **DEVELOPMENT AGREEMENT – WAND CORPORATION**

### **Legal Description**

Lot 7, Block 2, Edenvale Industrial Park, Eden Prairie, Hennepin County, Minnesota

WAND Corporation Development Agreement  
September 15, 2015

## **Exhibit B**

Existing Conditions Survey dated 06/09/15 by Hansen Thorp Pellinen Olson, Inc.

Proof of Parking plan dated 08/05/15 by Hansen Thorp Pellinen Olson, Inc.

Employee Parking Forecast dated 06/19/15 by WAND Corporation.

## EXHIBIT C

### DEVELOPMENT AGREEMENT – WAND CORPORATION

- 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:

The fee title interests of Building Futures LLC, a Nevada limited liability company, and all matters identified in that certain Title Commitment, File No. 40321 dated May 28, 2015, issued by Commercial Partners Title, LLC.

WAND Corporation Development Agreement  
September 15, 2015

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. To the best of Developer's knowledge, 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 attorney's 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.

XXIII. Except as specifically authorized by the Director of Public Works, no permit shall be issued for the Property until the Developer has recorded the final plat with Hennepin County Recorder's Office/Registrar of Titles' Office.

**Exhibit D**

**“Variance Final Order”**



CITY OF EDEN PRAIRIE

Variance # 82-32

ZONING BOARD OF APPEALS AND  
ADJUSTMENTS

FINAL ORDER

RE: Petition of S & S Land Development Company  
Location 7575 Corporate Way  
Eden Prairie, Mn.

The Board of Appeals and Adjustments for the City of Eden Prairie at a regular (special) meeting thereof duly considered the above petition and after hearing and examining all of the evidence presented and the file therein does hereby find and order as follows:

1. All procedural requirements necessary for the granting of said variance have been met. (YES  NO ).
2. There are circumstances unique to the property under consideration, and granting such variance does not violate the spirit and intent of the City's Zoning and platting Ordinances. (YES  NO ).
3. Variance Request # 82-32 is herein Granted , Denied .
4. Conditions to the granting , Denial , of said variance are as follows:
  - 1) This variance request must be exercised within one year.
  - 2) This variance is subject to City Council review.
  - 3) The soil engineer must conduct frequent inspections in that area based on the heavy truck traffic coming around the south end of the building to the north, to that dock pick-up point; allowing for proper drainage and also for some type of proper manning, whatever is required.
5. This variance shall be revoked within 15 days after notice of failure to meet the required conditions has been given.
6. A copy of this order shall be forwarded to the applicant by the City Clerk.
7. This order shall be effective January 13, 1983; however, this variance shall lapse and be of no effect unless the erection or alterations permitted shall occur within one (1) year of the effective date unless said period of time is extended pursuant to the appropriate procedures prior to the expiration of one year from the effective date hereof.

BOARD OF APPEALS AND ADJUSTMENTS

BY: Wayne R. Scander

DATED: 1/14/83

# **EXHIBIT E**

## **DEVELOPMENT AGREEMENT – WAND CORPORATION**

### **OWNERS' SUPPLEMENT TO DEVELOPMENT AGREEMENT BETWEEN 7575 Management, LLC AND THE CITY OF EDEN PRAIRIE**

**THIS AGREEMENT**, made and entered into as of September 15, 2015, by and between **Building Futures LLC**, a Nevada limited liability company, ("Owner"), and the **CITY OF EDEN PRAIRIE** ("City"):

For, and in consideration of, and to induce City to adopt Ordinance No. -2015-PUD- -2015 for Planned Unit Development District Review, as more fully described in that certain Development Agreement entered into as of September 15, 2015, by and between 7575 Management, LLC, a Minnesota Limited Liability Corporation, and City ("Development Agreement") pertaining to that certain Property described on Exhibit A hereto, Owner agrees with City as follows:

1. If 7575 Management, LLC, fails to commence development in accordance with the Development Agreement and fails to obtain an occupancy permit for all of the improvements referred to in the Development Agreement within 24 months of the date of this Owners' Supplement, Owner shall not oppose the City's reconsideration and rescission of Ordinance No. -2015-PUD- -2015 for Planned Unit Development District Review, thus restoring the status of the Property before the Development Agreement and all approvals listed above were approved.
2. This Agreement and the Development Agreement shall be binding upon and enforceable against the Property and the Owner, their successors and assigns of the Property.
3. If Owner transfers this Property, Owner shall obtain an agreement from the transferee requiring that such transferee agree to all of the terms, conditions and obligations of "Developer" in the Development Agreement. Neither the Owner or transferee are required to develop the property in accordance with this Agreement, so long as Owner or transferee obtain such approvals as are required by City Code to develop the Property in a manner other than as set forth in this Agreement.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 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

**BUILDING FUTURES LLC**

By [Signature]  
Its President

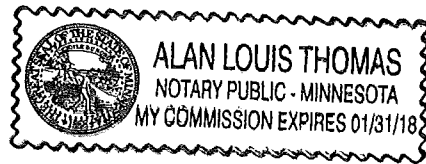
**STATE OF MINNESOTA )**  
**) ss.**  
**COUNTY OF HENNEPIN )**

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of SEPT, 2015, by Blake Rice, the President of Building Futures LLC, a Nevada limited liability company, on behalf of the company.

Alan L. Thomas  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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



**Exhibit A**  
**Owners Supplement – Development Agreement –**  
**WAND Corporation**

**Legal Description:**

**Lots 7, Block 2, Edenvale Industrial Park, Hennepin County, Minnesota.**

**Exhibit F**  
**“TDM Plan”**

## Travel Demand Management Plan

Wand Corporation  
7593 & 7575 Corporate Way  
Eden Prairie, MN 55344

Wand Corporation currently operates out of the existing facility located at 7593 Corporate Way in Eden Prairie, MN and employs 165 full time workers. They plan to purchase, remodel and take occupancy of the neighboring 7575 Corporate Way building which is 23,700 SF. The property is currently zoned Industrial and the request is to rezone for Office use. Wand operates on a 24/7 basis, including weekends, however there are minimal employees using the facility during 2<sup>nd</sup> and 3<sup>rd</sup> shifts. Their existing site already has parking challenges, and employees regularly need to park along the street.

### **Mission Statement:**

The Travel Demand Management (TDM) Plan for Wand Corporation is established to reduce single occupant vehicle travel to the properties by 15% by the end of 2019, which is anticipated to be three years after they occupy the 7575 building. Wand also desires to reduce the overall demand for parking at both its properties and to eliminate employee spillover parking on the street.

There will be approximately 95 employees moving from the 7593 building to the 7575 building and the TDM goal for the employee population is to have at least 25 employees using an alternative to driving alone for their commute by the end of 2019.

Wand will use a variety of travel demand management strategies to achieve said goals.

### **Travel Demand Management**

TDM strategies enhance the existing regional transportation infrastructure to provide more convenient opportunities for employees to utilize sustainable forms of transportation rather than single occupant vehicle trips. TDM includes a mix of strategies, as further described in this plan, to encourage transit use, carpooling, bicycle commuting, walking and working from home.

It is expected that the TDM Plan will contribute positively to the business as a desirable place to work.

Program elements are to be designed and administered in a manner that emphasizes commitment to achieving the plan goals.

### Program Goals

1. **Education and Awareness.** Inform and educate all employees at Wand about the availability of alternatives to commuting by single occupant vehicle. Inform employees about the resources and incentives available to alternative mode users.
2. **Create a Sustainable Commute Program.** Significantly increase the convenience, availability and attractiveness of alternatives to single occupant vehicle commuting and provide for reductions in single occupant vehicle trips through programs that support transit, carpooling, bicycling, walking and working from home.
3. **Parking Management.** Develop and manage parking assets in ways that reduce the demand for parking spaces.
4. **Incentives.** Establish an incentive-based TDM program which is available to all employees.
5. **Community Impact.** Mitigate negative impacts of employee generated vehicle trips on the surrounding community, including traffic congestion and parking spillover into adjacent areas and on adjacent community features.
6. **Commitment to Resources.** Determine the costs and resources needed to develop and administer the TDM plan and develop mechanisms by which to commit needed resources.
7. **Evaluate performance on an ongoing basis.**

### Strategies for Achieving the TDM Plan Goals

Upon taking occupancy of the property, there will be various TDM elements available to employees including but not limited to:

1. A Transportation Coordinator (a single point of contact to coordinate commute programs)
2. Offer employees subsidized transit passes
3. Preferential Carpool parking spaces for carpoolers (signed spaces close to main entrances)
4. Financial incentive for carpoolers (could be in the form of gas gift cards)
5. Designated motorcycle parking
6. Bicycle storage (such as bicycle lockers or indoor hooks)
7. Bicycle racks
8. Access to lockers and shower facilities for bicycle commuters
9. Providing convenient connections to dedicated regional bicycle routes
10. Telecommuting (eligible employees allowed to work from home on a predictable basis)
11. Commute Information Dissemination (at the time of hire and in employee benefits summary, messaging to employees about the commute programs and incentives)
12. Providing a "Guaranteed Ride Home" program for ride-sharing, transit, and bicycle commuter participants in case of emergencies



**Supplemental Resources Available through Commuter Services:**

- Carpool ridematching and assistance forming carpools
- Customized transit itineraries for each employee with transit schedules and two free passes to try it
- Customized bicycle route recommendations, bike maps, tips for bicycling in traffic, tips on how to put a bicycle on the bus or light rail
- Management of carpool parking applications and permits for preferential carpool parking – and the same for vanpools
- Resources to help establish a telecommuting program (Sample Telecommuting Policies, Implementation Guidance, Training for Telecommuting and Managers)

**The Success of each of the TDM Strategies will be measured by:**

1. Conducting an annual commute mode use survey with employees, including one at the time of move in to create a base-line
2. Data collection on the usage of personal bicycles
3. Number of employees registered for preferential carpool parking
4. Number of telecommuters
5. Number of employees using active transit passes
6. Reporting the average number of vehicles using on street parking and/or number of available parking stalls on the property.

The data will be compiled into a TDM Plan Status Update Report and submitted to the City.

**TDM Plan Budget**

Wand has estimated that the 2-yr budget to implement this TDM Plan is \$9,650. A proposed line item budget is shown below. An annual TDM Plan Status Update is due to the City each subsequent year until the guarantee is released.

| TDM Plan Item                | Estimated Cost   | Start Up | 2016    | 2017    | Total 2-yr     |
|------------------------------|--|----------|---------|---------|----------------|
| Transportation Coordinator   | Assumed 2% of FTE @ \$80k                                    | \$0      | \$1,600 | \$1,600 | \$3,200        |
| Communication Materials      |  | \$0      | \$500   | \$500   | \$1,000        |
| Transit Passes               | Metropass - \$75/mo  | \$0      | \$900   | \$1800  | \$2,700        |
| Parking lot Improvements     | Signage & striping for bicycle, carpool & motorcycle parking | \$1,000  | \$0     | \$0     | \$1,000        |
| Carpool Incentives           | \$20/mo  | \$0      | \$250   | \$500   | \$750          |
| Guaranteed Ride Home Program | \$25/employee  | \$0      | \$500   | \$500   | \$1,000        |
| <b>Total</b>                 |  | \$1,000  | \$3,750 | \$4,900 | <b>\$9,650</b> |

# **EXHIBIT G**

## **DEVELOPMENT AGREEMENT – WAND CORPORATION**

### **CONSERVATION/SCENIC EASEMENT**

**THIS EASEMENT AGREEMENT** is made this 15 day of September, 2015 by and between 7575 Management LLC, a Minnesota limited liability company, hereinafter referred to as "Grantor," and the CITY OF EDEN PRAIRIE, a Minnesota municipal corporation, hereinafter referred to as "City";

**WHEREAS**, Grantor is the fee owner of land located in Hennepin County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, and said land hereinafter referred to as "the Property"; and,

**WHEREAS**, Grantor has marketable title to the Property, free and clear of all liens, mortgage, and encumbrances, except:

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**WHEREAS**, Grantor and City wish to enter into an agreement which will grant to the City a conservancy/scenic easement for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts thereon, over that portion of the Property as described in Exhibit B, hereinafter referred to as the "Easement Area", attached hereto;

**NOW, THEREFORE**, in consideration of the premises contained herein, it is agreed by the parties as follows:

1. Grantor hereby conveys to City and its successors and assigns a conservation and scenic easement in, under, on, and over the "Easement Area", and City hereby accepts such conveyance.
2. The following terms and conditions shall apply to the Easement Area:
  - A. The Easement Area shall be preserved predominantly in its natural condition. No trees, shrubs or other vegetation shall be planted or removed from the Easement Area without the prior written consent of the City. The City will consider removal of noxious weeds, as defined by Minnesota Statutes Sections 18.76-18.88, upon submission and approval of a Vegetation Management Plan. No vegetation cutting, fertilizer application or placement of turfgrass, such as Kentucky bluegrass, shall occur within the Easement Area.

- B. No building, road, sign, billboard, utility, or other structures shall be placed in the Easement Area without the prior written consent of City.
  - C. No trash, waste, or other offensive material, soil, or landfill shall be placed upon or within the Easement Area without the prior written consent of the City.
  - D. No change in the general topography of the Easement Area landscape, including, but not limited, to excavation, dredging, movement, and removal or placement of soil, shall be allowed within the Easement Area without the prior written consent of the City.
  - E. Grantor may, no more than once per calendar year, remove sediment caused by stormwater drainage into a stormwater ponding area. Any removal of sediment must be pre-approved in writing by the City and be in accordance with City and Wetland Conservation Act guidelines. Landscaping must be replaced in accordance with the requirements outlined in this Conservation Easement.
3. With respect to the Easement Area, Grantor represents and warrants as follows:

- A. That Grantor has marketable title free and clear of all liens, encumbrances and mortgages.
- B. That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise allowed to come in or on the Easement Area, 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 Grantor has not allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Easement Area, any Hazardous Substances;
- D. That no previous owner, operator or possessor of the easement area, deposited, stored, disposed of, placed, or otherwise allowed in or on the Easement Area any Hazardous Substances;

Grantor agrees to indemnify, defend and hold harmless City, against any and all loss, costs, damage and expense, including reasonable attorney's fees and costs that City incurs because of the breach of any of the above representations or warranties and/or resulting from or due to the inaccuracy or falsity of any representation or warranty herein.

4. Grantor agrees to permanently demarcate the location of the boundaries of the wetland and wetland buffer strip as shown on Exhibit C. The monuments shall be permanent steel channel posts that are a minimum of 2.25 inches wide and 6 feet 6 inches long (2.25" x 6.5'). The sign shall be a minimum of 3 inches by 8 inches (3" x 8") that shall be mounted flush with the top of the post and shall include the statement "Wetland Buffer: No Mowing Allowed or "Scenic/Conservation Easement Boundary, City of Eden Prairie". The post shall be mounted to a height of four feet above grade and at least 2.5 feet in the ground. Removal of the wetland buffer strip monuments is not allowed.
5. Grantor agrees to maintain the Easement Area subject to the provisions stated herein.
6. The duration of this easement is perpetual and shall bind and inure to the benefit of the parties, their successors, and assigns.
7. Nothing contained herein shall impair any right of City now held or hereafter acquired to construct or maintain public utilities in or on the Easement Area.
8. Provisions of this Easement shall be binding upon and enforceable against the Property and the Grantor, their successors and assigns of the Property.

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

**GRANTOR-7575 MANAGEMENT LLC**

By **NOT TO BE SIGNED**  
Its \_\_\_\_\_

**CITY OF EDEN PRAIRIE**

By **NOT TO BE SIGNED**  
Nancy Tyra-Lukens  
Its Mayor  
By **NOT TO BE SIGNED**  
Rick Getschow  
Its City Manager

STATE OF MINNESOTA )  
) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, 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

STATE OF MINNESOTA )  
) ss.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of 7575 Management LLC, a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

WAND Corporation Development Agreement  
September 15, 2015

**EXHIBIT A**  
**“THE PROPERTY”**

WAND Corporation Development Agreement  
September 15, 2015

**EXHIBIT B**  
**“EASEMENT AREA”**

WAND Corporation Development Agreement  
September 15, 2015

**EXHIBIT C**

**“EASEMENT AREA” DIAGRAM**

WAND Corporation Development Agreement  
September 15, 2015



|   |   |                                 |
|---|---|---------------------------------|
| <b>CITY COUNCIL AGENDA</b><br><b>SECTION:</b> Consent Agenda                                |   | <b>DATE:</b> September 15, 2015 |
| <b>DEPARTMENT/DIVISION:</b><br>Community Development/Planning<br>Janet Jeremiah/Regina Dean | <b>ITEM DESCRIPTION:</b><br>Sign Code Amendment | <b>ITEM NO.:</b> VIII.C.        |

### **Requested Action**

Move to:

- Approve 2<sup>nd</sup> Reading of the Ordinance amending Chapter 11.70 relating to sign permits; **and**
- Adopt Resolution approving the summary of the Ordinance and ordering the publication of said summary.

### **Synopsis**

This is final approval of the ordinance relating to sign permit regulations. Minor changes were made to the proposed code language between 1<sup>s</sup> and 2<sup>nd</sup> reading. Changes include clarification on the maximum square footage allowed for multi-tenant signs in commercial zoning districts and a change in the term “rentable” to “leasable” for office and industrial zoning districts.

### **Attachments**

- Red-lined city code section 11.70
- Ordinance
- Summary Ordinance
- Resolution

## SECTION 11.70. SIGN PERMITS.

**Subd. 1. Purpose and Intent.** The purpose of this Section is to protect and promote the general welfare, health, safety, and order within the City through the establishment of a comprehensive and impartial series of standards, regulations and procedures governing the erection, use and/or display of devices, signs or symbols serving as visual communicative media to persons situated within or upon public right-of-way or private properties. The provisions of this Section are intended to encourage creativity, a reasonable degree of freedom of choice, an opportunity for effective communication, and a sense of concern for the visual amenities on the part of those designing, displaying or otherwise utilizing needed communicative media of the types regulated by this Section; while at the same time assuring that the public is not endangered, annoyed or distracted by the unsafe, disorderly, indiscriminate or unnecessary use of such communicative facilities.

**Subd. 2. Definitions.** The following terms, as used in this Section, shall have the meanings stated:

1. "Accessory Sign" - An identification sign relating in its subject matter to or which directs attention to, a business or profession, or to the commodity, service or entertainment sold or offered upon the premises where such sign is located, or to which it is attached.
2. "Address Sign" - Postal identification numbers and/or name, whether written or in numeric form.
3. "Area Identification Sign – Residential" - A free-standing sign located at an entranceway to a residential development identifying such development having a common identity when said sign is located upon the premises which it identifies.
4. "Area Identification Sign – Commercial" – A free-standing sign located at an entranceway to a commercial development identifying such development having a common identity when said sign is located upon the premises which it identifies. The sign may also identify the names of each individual business within the development.  
Source: Ordinance No. 15-2011  
Effective Date: 12-15-11
5. "Banners and "Pennants" - Attention-getting devices which resemble flags.  
Source: City Code  
Effective Date: 9-17-82
6. "Canopy and Marquee" - A rooflike structure projecting over the entrance to a building.  
Source: Ordinance No. 18-91  
Effective Date: 8-23-91
7. "Directional Sign" - A sign which is erected on private property by the owner of such property for the purpose of guiding vehicular and pedestrian traffic. Such signs bear no advertising information.  
Source: City Code  
Effective Date: 9-17-82
8. "Directional Signs for Places of Worship, Schools, or Publicly Owned Land or Buildings" - A sign which bears the address and/or name of a Place of Worship, school, or publicly owned land or building and a directional arrow pointing to said location.  
Source: Ordinance No. 37-83  
Effective Date: 9-30-83
9. "Dynamic Display" – A sign or characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other

component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink" or any other method or technology that allows the sign face to present a series of images or displays.

Source: Ordinance No. 10-2008

Effective Date: 4-24-2008

10. "Free-standing Sign" - A pylon or monument sign which is placed in the ground and not affixed to any part of any structure.

Source: Ordinance No. 18-91

Effective Date: 8-23-91

11. "Garage Sale Sign" - A sign which identifies a sale of household items.

Source: Ordinance No. 31-94

Effective Date: 9-16-94

12. "Height" - The distance between the uppermost portion of the sign and the average natural grade of the ground immediately below the sign.

13. "Illuminated Sign" - Any sign which is illuminated by an artificial light source.

14. "Institutional Sign" - Any accessory sign which identifies the name and other characteristics of a public or private institution, such as convalescent, nursing, rest, boarding care home or day care center.

Source: City Code

Effective Date: 9-17-82

15. "Menu Board Sign" - Any sign which has a message related to the site's food service and the copy is manually changed.

16. "Multi-tenant" - Structures containing two or more businesses, uses or occupants.

17. "Nameplace or Identification Sign" - An accessory sign which bears only a name and/or address.

18. "Neighborhood/Sector Sign" - A free standing sign which identifies by name, the section of the City designated on the official sector map.

19. "Newspaper Receptacle" - A box or container intended for the temporary storage of newspapers or magazines prior to delivery.

20. "Newspaper Vending Machines" - A coin-operated machine from which newspapers are sold to the general public.

21. "Non-Accessory Sign" or "Advertising Sign" - A sign relating in its subject matter to, or which directs attention to, a business or profession, or to the commodity, service or entertainment not sold or offered upon the premises where such sign is located, or to which it is attached.

22. "Non-conforming Sign" - A sign which lawfully existed immediately prior to the adoption of this Section, but does not conform to the newly enacted requirements of this Section.

Source: City Code

Effective Date: 9-17-82

23. "Off-Site Direction Sign" - a sign erected for the purpose of directing traffic to a residential area.

24. "Open House Sign" - A sign which identifies a dwelling which is available for viewing by the public.  
Source: Ordinance No. 31-94  
Effective Date: 9-16-94
25. "Parapet Wall" - An architecturally, structurally and aesthetically integral wall extending above the roof level, continuously around the perimeter of the building which has the primary purpose of screening mechanical equipment.
26. "Permanent Sign" - Any sign which is not a temporary sign.  
Source: City Code  
Effective Date: 9-17-82
27. "Planned Unit Development Area Identification Sign - Commercial" – A free-standing sign located at an entranceway way to a commercial Planned Unit Development identifying such development having a common identity when said sign is located within the PUD area upon which it identifies. The sign may also identify the names of each individual business within the development.  
Source: Ordinance No. 15-2011  
Effective Date: 12/15/11
28. "Planned Unit Development Area Identification Sign - Residential" – A free-standing sign located at an entrance way to a Planned Unit Development identifying a Planned Unit Development land development having a common identity when said sign is located within the PUD area which it identifies. A PUD area identification sign may not identify a tenant or tenants.  
Source: Ordinance No. 15-2011  
Effective Date: 12/15/11  
Source: Ordinance No. 18-91  
Effective Date: 8-23-91  
Prev. Ordinance No. 261  
Effective Date: 10-25-74
29. "Portable Sign" - A sign so designed as to be movable from one location to another which is not permanently attached to the ground or any structure.
30. "Projecting Sign" - Any sign attached to a building, all or part of which extends more than 12 inches over public property, easements, or private pedestrian space, or which extends more than 12 inches beyond the surface of the portion of the building to which it is attached or beyond the building line.  
Source: City Code  
Effective Date: 9-17-82
31. "Readerboard Sign" - Any sign having a message not permanently affixed to the sign face, and the copy is manually changed.  
Source: Ordinance No. 18-91  
Effective Date: 8-23-91
32. "Religious Symbols" - Pictures, designs, sculptures, or similar objects that stand for or suggest religious faith, ideas, or qualities.  
Source: Ordinance No. 37-83  
Effective Date: 9-30-83
33. "Roof Sign" - Any sign erected upon or projecting above the roof of a structure to which it is affixed except signs erected below the top (the cap) of a parapet wall.  
Source: Ordinance No. 114-84  
Effective Date: 11-1-84

34. "Shielded Light Source" - Means that all light elements will be diffused or directed to eliminate glare and housed to prevent damage or danger. Direct illuminated signs must be shielded with a translucent material of sufficient opacity to prevent the visibility of the light source. Indirect light sources must be equipped with a housing and directional vanes. The lights must not be permitted to interfere with traffic signalization.
35. "Sign" - Any letter, word or symbol, device, poster, picture, reading matter or representation in the nature of advertisement, announcement, message or visual communication, whether painted, posted, printed, affixed or constructed, including all associated brackets, braces, supports, wires and structures which is displayed for informational or communicative purposes.  
Source: Ordinance No. 20-2013  
Effective Date: 12-12-2013
36. "Sign Area" - That area which is included in the smallest rectangle which can be made to circumscribe the sign. The stipulated maximum sign area for a free-standing sign refers to a single facing and does not include vertical structural members below the sign face.  
Source: City Code  
Effective Date: 9-17-82
37. "Sign Base" - The sign base of a sign shall be any supportive structure below or surrounding the sign area which has location on the ground. The sign base shall not exceed one half the maximum sign size permitted in the zoning district.  
Source: Ordinance No. 9-87  
Effective Date: 5-7-87
38. "Signage Program" - Any application for approval of construction or display of one or more signs under this Section.
39. "Sitting Facility Sign" - A sign which is affixed to a seating facility or enclosure at a transit facility stop.  
Source: City Code  
Effective Date: 9-17-82
40. "Street Frontage" - The abutting of a parcel of land to one or more streets, An interior lot has one street frontage, and a corner lot has two such frontages. Each allowed sign must relate to the street frontage generating the allowance.  
Source: Ordinance No. 18-91  
Effective Date: 8-23-91
41. "Temporary Sign" - A sign which is erected or displayed for a limited period of time.
42. "Traffic Sign" - A sign which is erected by a governmental unit for the purpose of regulating, directing or guiding traffic.  
Source: City Code  
Effective Date: 9-17-82
43. "Wall Area" - Is computed by multiplying the distance from the floor to the roof times the visible continuous width including windows and doors of the space occupied by the sign owner.  
Source: Ordinance No. 114-84  
Effective Date: 11-1-84
44. "Wall Sign" - Any sign which is affixed to a wall of any building.
45. "Commercial Speech" - Speech or graphics advertising a business, profession, commodity, service or entertainment.

Source: Ordinance No. 17-2005  
Effective Date: 9-15-2005

Source: Ordinance No. 11-2004  
Effective Date: 4-1-04

46. “Non-Commercial Speech” - Dissemination of messages not classified as Commercial Speech which include, but are not limited to, messages concerning political, religious, social, ideological, public service and informational topics.

Source: Ordinance No. 11-2004  
Effective Date: 4-1-04

Definition section amended  
and renumbered:

Source: Ordinance No. 31-94  
Effective Date: 9-16-94

47. “City Entry Monument Sign” - A monument sign, including associated decorative elements, erected by the city to denote entrances into the city.

**Subd. 3. General Provisions Applicable to All Districts.**

Source: City Code  
Effective Date: 9-17-82

A. Prohibitions.

1. Non-accessory signs are prohibited in all districts, except as otherwise expressly permitted in this Section 11.70.

Source: Ordinance No. 2-95  
Effective Date: 2-17-95

Prev. Ordinance No. 105-84  
Effective Date: 9-20-84

2. Accessory signs are prohibited in all districts, except as authorized by this Section.

- B. All signs shall be constructed in such a manner and of such material that they shall be safe and substantial, provided that nothing in this Section shall be interpreted as authorizing the erection or construction of any sign not now permissible under the zoning or building provisions of the City Code. All signs must be maintained in a safe non-deteriorating manner. Cracked, broken or bent, glass, plastic, wood or metal and burnt-out light bulbs and peeling, faded, or cracked paint must be repaired, replaced, or removed.

Source: City Code  
Effective Date: 9-17-82

- C. Dynamic Displays are prohibited in all districts, except as otherwise expressly permitted in this Section 11.70.

Source: Ordinance No.10-2008  
Effective Date: 4-24-2008

Prev. Source: Ordinance No.17-2005  
Effective Date: 9-15-2005

Prev. Source: Ordinance No. 1-90  
Effective Date: 2-1-90

- D. ~~No sign other than those directing vehicle or pedestrian movements or pertaining to traffic control or safety shall be erected or temporarily placed within any street right of way or upon any public easement.~~ No sign

other than those directing vehicle or pedestrian movements, those pertaining to traffic control or safety, or City Entry Monument signs shall be erected or temporarily placed within any street right-of-way or upon any public easement.

~~Source: Ordinance No.17-2005~~  
~~Effective Date: 9-15-2005~~

- E. A permit for a sign to be located within 50 feet of any street or highway regulatory or warning sign, or of any traffic sign or signal, or of any crossroad or crosswalk, will be issued only if:
1. The sign will not interfere with the ability of drivers and pedestrians to see any street or highway sign, or any traffic sign or signal, or any crossroad or crosswalk, and,
  2. The sign will not distract drivers, nor offer any confusion to any street or highway sign, or any traffic sign or signal, and,
  3. The sign will not obstruct the clear visibility for sign of traffic and/or pedestrian movement.
- F. Roof signs are prohibited in all districts. Source: City Code  
Effective Date: 9-17-82
- G. Air inflated devices, banners, pennants and whirling devices, or any such sign resembling the same, are prohibited from use within the City. Source: Ordinance No.17-2005  
Effective Date: 9-15-2005
- H. Notwithstanding any other provisions of this Section, all signs of any size containing Non-Commercial Speech may be posted 46 days before the state primary in a state general election year until ten (10) days following the state general election in any general election year and thirteen (13) weeks prior to any special election until ten (10) days following the special election. Source: Ordinance No. 7-2010  
Effective Date: 5-13-2010  
  
Prev. Ordinance No. 11-2004  
Effective Date: 4-1-2004  
  
Prev. Ordinance No. 18-91  
Effective Date: 8-23-91
- I. One temporary identification sign may be installed upon any construction site in any district denoting the name of the project, architect, engineer, contractor, subcontractor and suppliers, provided such sign does not exceed 32 square feet in area and ten feet in height. Such signs shall be removed upon completion of construction, or the occupancy of the building, whichever occurs first. Source: City Code  
Effective Date: 9-17-82
- J. Temporary project signs.
1. For the purposes of this item J. "project" is defined as land
    - (a) encompassed within a plat or a Registered Land Survey approved by the Council within which two (2) or more dwellings are permitted in accordance with City Code, or
    - (b) for which approval has been given by the Council of a Site Plan and Architectural Design pursuant to City Code Section 11.03, Subd. 6 within which two (2) or more dwellings are permitted in accordance with such approval.

For purposes of this subparagraph J. no further or subsequent subdivision, platting, replatting, Registered Land Survey, or Site Plan and Architectural Design approval or filing relating to land encompassed within a project shall operate to create an additional project or projects within that land or any part thereof.

- 2. Temporary signs may be erected within a project for the purpose of selling or leasing the dwellings contained therein provided:
  - (a) A sign shall not exceed 32 square feet in area.
  - (b) Not more than one (1) sign for a project may be erected.
  - (c) All signs shall be removed upon the earlier of eighty percent (80%) completion of construction, sale or lease of the dwellings within the project, or two (2) years from issuance of the first permit for the construction of a dwelling or dwellings within the project.

- 3. Temporary off-site directional signs may be erected for the purpose of selling or leasing the dwellings in a project in accordance with the following limitations:
  - (a) Not more than the following number of signs may be erected for projects containing the following number of acres or dwelling units, whichever is greater:

| Number of Acres or<br>Dwellings in a Project<br><u>(whichever is greater)</u> | Number<br>of<br><u>Signs</u> |
|---|------------------------------|
| 2 - 10  | 6                            |
| 11 or more  | 12                           |

- (b) Signs may be erected only from 10:00 p.m. Friday to 6:00 a.m. Monday.
- (c) Signs shall not exceed six (6) square feet in size nor extend higher than four (4) feet above the ground.
- (d) Signs may be placed on land only with the land owner's permission. Signs may not be placed within or on a public right-of-way, sidewalk or trail, and shall not interfere with traffic visibility.
- (e) Only one (1) sign per project shall be installed upon a lot, registered land tract, or parcel (described by metes and bounds) of land.
- (f) Each sign shall include the name and telephone number of the owner of the sign.
- (g) Signs may not be placed more than (2) miles from the project.
- (h) Signs for annual metro-wide events, such as the Parade of Homes, may be used for the duration of the event."

K. Temporary Single Property Signs.

- 1. For purposes of this subparagraph K. a "single property" is defined as a single lot. Registered Land Survey tract or parcel (described by metes and bounds) of land with or without one or more buildings erected thereon or (b) an individual condominium. A lot, Registered Land Survey tract



or parcel (described by metes and bounds) within a project as defined in subparagraph J. shall not constitute a single property with respect to the first sale of each building or condominium situated on the lot, Registered Land Survey tract or parcel, but shall be deemed a single property with respect to sales, after the first sale of each such building or condominium thereon.

2. Temporary signs may be erected on a single property for the purpose of selling or leasing the single property on which it is situated, in accordance with the following limitations:

- (a) A sign shall not exceed (i) six (6) square feet for a single property (A) on which is situated a dwelling or (B) which is vacant and located within the One-Family Residential District or the Rural District, (C) on which a structure or structures situated thereon are 90% or more, but less than 100%, occupied (as measured by floor area), or (ii) 32 square feet for a single property (other than that described in (i) hereof) (A) on which a structure or structures situated thereon are less than 90% occupied (as measured by floor area) or (B) is vacant.
- (b) Not more than one sign for a single property may be erected.
- (c) A sign shall be removed within seven (7) days following the lease or sale of the single property.

3. Temporary off-site directional signs may be erected for the purpose of selling or leasing a single property in accordance with the following limitations:

- (a) No more than two (2) off-site directional signs may be erected for the sale or lease of a single property.
- (b) Signs may be erected only from 10:00 p.m. Friday to 6:00 a.m. Monday and 9:00 a.m. to 3:00 p.m. on Tuesday.

Source: Ordinance No. 12-2008  
Effective Date: 4-24-2008

- (c) Signs shall not exceed six (6) square feet in size and shall not be higher than four (4) feet above the ground.
- (d) Signs may be placed on land only with the owners permission. Signs may not be placed within a public right-of-way, sidewalk or trail, and shall not interfere with traffic visibility.
- (e) Only one sign for a single property may be installed upon a lot, Registered Land Survey tract, or parcel (as measured by metes and bounds) of land.
- (f) Each sign shall include the name and telephone number of the owner of the sign.
- (g) Signs may not be placed more than two (2) miles from the project.

Source: Ordinance No. 31-94  
Effective Date: 9-16-94

L. Up to three flags containing Non-Commercial Speech only may be displayed upon a lot. Each flag may not exceed one hundred (100) square feet in size. Flag pole height must comply with height regulations contained in Section 11.03, Subd. 3. F. of the City Code.

Effective Date: 9-15-2005

Source: Ordinance No. 18-91  
Effective Date: 8-23-91

- M. The total sign area of any multi-faced free-standing sign shall not exceed twice the permitted area of a single faced sign.
- Source: City Code  
Effective Date: 9-17-82
- N. A directional sign shall not exceed 6 square feet in area. The total of all directional signs upon a site shall not exceed 36 square feet.
- Source: Ordinance No. 18-91  
Effective Date: 8-23-91
- O. Repealed.
- Source: 10-2008  
Effective Date: 4-24-2008
- P. No portable signs shall be permitted.
- Source: Ordinance No. 18-91  
Effective Date: 8-23-91
- Q. Projecting signs are prohibited in all districts.
- Source: City Code  
Effective Date: 9-17-82
- R. Address signs shall not exceed six square feet for residential and forty square feet for non-residential. One sign shall be required per building. One additional sign is allowed per street frontage in excess of one street frontage.
- Source: Ordinance No. 18-91  
Effective Date: 8-23-91
- S. Sitting facility signs noting the transit operator or service shall be permitted only at transit stops.
- Source: Ordinance No. 18-91  
Effective Date: 8-23-91  
(Prev. Ordinance No. 18-82  
Effective Date: 9-17-82)
- T. Directional signs for Places of Worship, schools, or publicly owned land or buildings shall be allowed as permitted by Subdivision 4 hereof.
- Source: Ordinance No. 37-83  
Effective Date: 9-30-83
- U. Canopies, marquees and parapet walls shall be considered to be an integral part of the structure to which they are accessory. Signs, if accessory, may be attached to a canopy, marquee or parapet wall, but such structures shall not be considered as part of the wall area, and thus shall not warrant additional sign area.
- V. Signs which are located on the interior of a building and are not visible from outside of said building shall be exempt from the provisions of this Section, and shall not require permits or payment of fees.
- W. No sign shall be attached to any tree or vegetation or utility pole.
- Source: City Code  
Effective Date: 9-17-82
- X. **Freestanding signs that are ~~D~~-double faced signs shall be placed back to back with not more than 30" ~~18"~~ between facings.**
- Source: Ordinance No. 1-90  
Effective Date: 2-1-90

Y. Two (2) temporary directional garage sale signs, not to exceed six (6) square feet shall be allowed in a residential district one (1) day prior to the sale, and shall be removed one (1) day after the sale, but in any event shall not exceed five (5) days. One (1) garage sale sign not to exceed six (6) square feet shall be allowed on the garage sale site.

Source: Ordinance No. 31-94  
Effective Date: 9-16-94

Z. Sign Removal. When any sign or the message portion of any sign was or shall be caused to be removed by the City Manager or a designee, sign owner or property owner, all structural and electrical elements, members, including all brackets, braces, supports, wires, etc., shall also be removed. The permittee, or owner of premises, or possessor of premises, or the owner of the sign shall be jointly and severally responsible for sign removal.

Source: Ordinance No. 18-91  
Effective Date: 8-23-91

AA. Sign permits will not be issued for signs containing Commercial Speech which bear misleading or false information or any sign which includes information inconsistent with zoning and/or land use.

Source: Ordinance No. 11-2004  
Effective Date: 4-1-2004

BB. Newspaper receptacles shall not display advertising legends or be obtrusive in color.

Source: City Code  
Effective Date: 9-17-82

CC. A Residential or Commercial Planned Unit Development must contain at least two (2) contiguous lots to support an Area Identification Sign – Residential or an Area Identification Sign – Commercial, respectively.

Source: Ordinance No. 15-2011  
Effective Date: 12-15-2011

Source: Ordinance No. 14-2000  
Effective Date: 4-27-2000

DD. The sign base shall not exceed one half the maximum sign size permitted in the zoning district.

Source: Ordinance No. 9-87  
Effective Date: 5-7-87

EE. Temporary Help Wanted Sign. One temporary help wanted sign per lot for the purpose of hiring persons to work on the property shall be permitted on the property provided such signs do not exceed 32 square feet and is removed within 14 days.

Source: Ordinance No. 1-90  
Effective Date: 2-1-90

FF. Readerboard Sign. Such signs may be used within a District's permitted sign area.

GG. Menu Board Sign. One menu board sign per restaurant use with a drive-thru facility. Such sign shall not exceed 32 square feet in size nor greater than eight feet in height. Such sign is in addition to the free-standing or wall sign in the District.

Source: Ordinance No. 18-91  
Effective Date: 8-23-91

HH. Temporary Outdoor Display Area Sign. Where temporary outdoor display areas are permitted one (1) sign not to exceed thirty-two (32) square feet in area and six (6) feet in height may be located on the same site as the outdoor display area and is limited in time to less than sixty (60) days. The sign may not appear before the commencement of the outdoor display area and must be removed concurrently with the outdoor display area.

Source: Ordinance No. 50-94  
Effective Date: 1-6-95

II. Notwithstanding anything to the contrary in this Section, signs containing Non-Commercial Speech are permitted in all Districts and are subject to only the following Subsections of Section 11.70, Subd. 3: B, C, D, E, F, G, H, L, M, O, Q, V, W, X, Z and AA. Non-commercial signs are also subject to individual District setback and height regulations. The owner of any sign which is otherwise allowed by this Code may substitute non-commercial copy in lieu of any other commercial or non-commercial copy. This substitution of copy may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial message over any other non-commercial message. This provision prevails over any more specific provision to the contrary.

Source: Ordinance No. 17-2005  
Effective Date: 9-15-2005

Prev. Ordinance No. 33-2004  
Effective Date: 12-30-2004

Prev. Ordinance No. 11-2004  
Effective Date: 4-1-2004

**Subd. 4. District Regulations.** In addition to those signs permitted in all districts, the following signs are permitted in each specific district, and shall be regulated as to size, location and character according to the requirements herein set forth.

Source: City Code  
Effective Date: 9-17-82

A. Residential Districts R, R-1, RM:

Source: Ordinance No. 18-91  
Effective Date: 8-23-91

Prev. Ordinance No. 72-84  
Effective Date: 4-05-84

1. Identification Signs. One identification sign or symbol per building not greater than six square feet in area, provided such sign is attached flat against a wall of a building.

Source: City Code  
Effective Date: 9-17-82

2. Area Identification Signs. One area identification sign per development, per street entrance, providing such sign does not exceed 32 square feet in area.

3. Sign Setback. Signs shall be placed no closer than ten feet to any street right-of-way line.

Source: Ordinance No. 18-91  
Effective Date: 8-23-91

4. Maximum Height of Free-Standing Signs: Six feet.

5. Sign Base. (Refer to Subdivision 3, Subparagraph DD).

6. Institutional Signs. One sign per street frontage identifying an institution or an institutional complex shall be permitted within a multiple residential district. Such sign shall not exceed 24 square feet in area.

Source: City Code

Effective Date: 9-17-82

7. Temporary Signs. Shall be permitted only as permitted in Subdivision 3.

8. Directional Signs: (Refer to Subdivision 3).

9. Repealed.

Source: Ordinance No. 33-2004

Effective Date: 12-30-2004

B. Commercial Districts: N-Com, C-Com, C-Hwy, C-Reg-Ser, C-Reg.

Source: Ordinance No. 72-84

Effective Date: 4-5-84

1. Free-standing Signs:

- a. A building site having one street frontage may have one free-standing sign not to exceed 80 square feet.
- b. Where a building site has two or more frontages, one free-standing 80 square foot sign shall be permitted along one frontage. Additional frontages may each be permitted a free-standing sign not to exceed 36 square feet. Furthermore, in no case shall any free-standing sign be closer than 300 feet to any other free-standing sign upon a building site. The distance between signs is to be measured from the edge of a sign face via a straight line. Menuboard and directional signs are exempt from this requirement.
- c. A Planned Unit Development Area Identification Sign shall be permitted according to Subdivision 3, Paragraph CC. One sign per street frontage is allowed provided the total area of such sign shall not exceed 80 square feet. In no case shall a frontage have more than one sign, either a free-standing sign or PUD identification sign.
- d. Readerboard Signs: Readerboard signs may occupy the sign area permitted for free-standing signs.
- e. Setback: No sign shall be placed closer than 20 feet to any street right-of-way. Where parking occurs within  the required front yard setback, no sign shall be placed closer than 15 feet to any street right-of-way.
- f. Height: Maximum height of free-standing signs shall not exceed 20 feet.
- g. Sign Base: (Refer to Subdivision 3, Subparagraph DD).

2. Wall Signs:

- a. The total area of a wall sign on any wall of a single tenant building shall not exceed 15% of the wall area of that wall when said wall area does not exceed 500 square feet. When said surface area exceeds 500 square feet, then the total area of such wall sign shall not exceed 75 square feet plus 5% of the wall area in excess of 500 square feet, provided that the maximum sign area for any wall sign shall be 300 square feet.
- b. Wall area shall be computed individually for each tenant in a multi-tenant building based on the exterior wall area of the space that tenant occupies. The total area of a tenant wall sign on its wall of a multi-tenant building shall not exceed 15% of the wall area of that

wall when said wall area does not exceed 500 square feet. When said surface area exceeds 500 square feet, then the total area of such wall sign shall not exceed 75 square feet plus 5% of the wall area in excess of 500 square feet. **Provided that the maximum sign area for any individual wall sign in a multi-tenant building shall not exceed 300 square feet.**

- c. Readerboard Signs: Readerboard signs may occupy the sign area permitted for wall signs.
  3. Sign Design: Signs for a multi-tenant building shall be located on the building in an uniform manner or within an architectural sign band area.
  4. Deleted. Source: Ordinance No.17-2005  
Effective Date: 9-15-2005
  5. Pump Signs: Lettering or symbols which are an integral part of the design of a gasoline pump and not mounted above the pump body shall be permitted.
  6. Restroom Signs: Signs indicating the location of restrooms and containing no advertising information shall be permitted. Sign shall not exceed three square feet.
  7. Except as otherwise provided in Subd. 3, other temporary signs may occupy the remainder of the area allowed but not utilized for a permanent sign, provided that the total area for any temporary sign shall never exceed fifty square feet. Source: Ordinance No.17-2005  
Effective Date: 9-15-2005
  8. Directional Signs: (Refer to Subdivision 3, Subparagraph N).
  9. Menu Board: (Refer to Subdivision 3, Subparagraph GG).
  10. Repealed. Source: Ordinance No. 33-2004  
Effective Date: 12-30-2004
- C. Office District
1. Free-standing Signs:
    - a. A building site having one street frontage may have one free-standing sign not to exceed 50 square feet.
    - b. Where a building site has two or more frontages, one free-standing 50 square foot sign shall be permitted, and the additional frontages may each be permitted a free-standing sign not to exceed 36 square feet.
    - c. A Planned Unit Development Area Identification Sign shall be permitted according to Subdivision 3, Paragraph CC. One sign per street frontage is allowed provided the total area of such sign shall not exceed 50 square feet. In no case shall a frontage have more than one sign, either a free-standing sign or PUD identification sign.
    - d. Readerboard Signs: Readerboard signs may occupy the sign area permitted for free-standing signs.
    - e. Setback: No sign shall be placed closer than 10 feet to any street right-of-way.
    - f. Height: Maximum height of free-standing signs shall not exceed 8 feet.

g. Sign Base: (Refer to Subdivision 3, Subparagraph DD).

Source: Ordinance No. 18-91

Effective Date: 8-23-91

Prev. Ordinance No. 9-87

Effective Date: 5-7-87

2. Wall Signs:

- (a) One building identification sign per wall per street frontage not to exceed 50 square feet is permitted.
- (b) One identification wall sign per ~~accessory use~~ **leasable space** attached to the exterior wall of the building at the ground floor not to exceed 30 square feet is permitted.
- (c) Readerboard Signs: Readerboard signs may occupy the sign area permitted for wall signs.

3. Temporary Signs: (Refer to Subdivision 3).

4. Directional Signs: (Refer to Subdivision 3, Subparagraph N).

Source: City Code

Effective Date: 9-17-82

5. Repealed.

Source: Ordinance No. 33-2004

Effective Date: 12-30-2004

D. Industrial District: I-2, I-5, I-GEN:

1. Free-standing Signs:

- (a) A building site having one street frontage may have one free-standing sign not to exceed 80 square feet.
- (b) Where a building site has two or more frontages, one free-standing 80 square foot sign shall be permitted, and the additional frontages may each be permitted a free-standing sign not to exceed 50 square feet.
- (c) A Planned Unit Development Area Identification Sign shall be permitted according to Subdivision 3, Paragraph CC. One sign per street frontage is allowed provided the total area of such sign shall not exceed 80 square feet. In no case shall a frontage have more than one sign, either a free-standing sign or PUD identification sign.
- (d) Readerboard Signs: Readerboard signs may occupy the sign area permitted for free-standing signs.
- (e) Setback: No sign shall be placed closer than 10 feet to any street right-of-way.
- (f) Height: Maximum height of free-standing signs shall not exceed 8 feet.
- (g) Sign Base: (Refer to Subdivision 3, Subparagraph DD).

2. Wall Signs:

- (a) One building identification sign per wall per street frontage not to exceed 80 square feet is permitted.
  - (b) One identification wall sign per ~~accessory use~~ **leasable space** attached to the exterior wall of the building at the ground floor not to exceed 10% of the wall area that tenant occupies of the wall to which it is affixed, or a maximum of 50 square feet.
  - (c) Readerboard Signs: Readerboard signs may occupy the sign area permitted for wall signs.
3. Temporary Signs: (Refer to Subdivision 3).
4. Directional Signs: (Refer to Subdivision 3, Subparagraph N).
5. Sign Design: All signs shall be uniform in design and color and placement.
6. Address: Address signs may be placed on rear door with three-inch high numerals.
- Source: Ordinance No. 18-91  
Effective Date: 8-23-91
7. Repealed.
- Source: Ordinance No. 33-2004  
Effective Date: 12-30-2004
- E. Planned Unit Development (PUD) With Multiple Uses.
- Source: Ordinance No. 3-2000  
Effective Date: 1-27-00
1. That the developer submit after approval of the P.U.D., a schematic plan for informational, directional and advertising signage, explaining and illustrating:
- (a) Purpose of signage program and each sign.
  - (b) Location - rezoning for plan.
  - (c) Size - research data must be provided to prove to the City the need for signs larger than those normally allowed within this Section.
  - (d) Design.
  - (e) Material - color, texture, durability, type.
  - (f) Information Needed - during sales programs.
  - (g) Final use or removal of signs.
  - (h) Maintenance responsibilities and legal commitments.
  - (i) Site and landscape plans which depict the design of the area surrounding the structure.
2. The signage program may include, but shall not be limited to:
- (a) Sector identification signs if approved by the Council.
  - (b) Neighborhood markers which appear at the entrance to established neighborhood developments.



- (c) Area/project identification signs marking housing, commercial, institutional and public mini-neighborhoods or clusters.
- (d) Individualized building name or number signs shall be allowed in accord with this Section, or as an approved element of architectural design.

Source: City Code  
Effective Date: 12-21-99

F. Public District.

1. Free-standing Signs:

- (a) A building site having one street frontage may have one free-standing sign not to exceed 80 square feet.

Source: City Code  
Effective Date: 9-17-82

Source: Ordinance 8-2008  
Effective Date: 3-27-2008

- (b) Where a building site has two or more frontages, one free-standing 80 square foot sign shall be permitted, and the additional frontages may each be permitted a free-standing sign not to exceed 36 square feet.

Source: Ordinance 8-2008  
Effective Date: 3-27-2008

- (c) A Planned Unit Development Area Identification Sign shall be permitted according to Subdivision 3, Paragraph CC. One sign per street frontage is allowed provided the total area of such sign shall not exceed 80 square feet. In no case shall a frontage have more than one sign, either a free-standing sign or an area identification sign.

- (d) Readerboard Signs: Readerboard signs may occupy the sign area permitted for free-standing signs.

- (e) Setback: No sign shall be placed closer than 10 feet to any street right-of-way.

- (f) Height: Maximum height of free-standing signs shall not exceed 8 feet.

- (g) Sign Base: (Refer to Subdivision 3, Subparagraph DD).

2. Wall Signs:

- (a) One building identification sign per wall per street frontage not to exceed 50 square feet is permitted.

- (b) One identification wall sign per accessory use attached to the exterior wall of the building at the ground floor not to exceed 30 square feet is permitted.

- (c) Readerboard Signs: Readerboard signs may occupy the sign area permitted for wall signs.

- (d) Signs shall be uniform in design.

Source: Ordinance 8-2008  
Effective Date: 3-27-2008

3. Off-site Directional Signs: Two additional Place of Worship, school, or publicly owned land or building directional signs shall be permitted in locations other than the lot, parcel, or tract of land which it applies. Said signs shall be erected on non-public land, or if the sign is one owned by a public body, such directional sign may be erected upon publicly owned property provided:
    - (a) The maximum size of the sign shall not exceed 3 square feet.
    - (b) The owner's permission must be obtained.
    - (c) The sign shall be a minimum height of 4 feet, maximum height of 6 feet.
    - (d) Signs shall be uniform in design.
  4. Religious Symbols: Religious symbols shall not be considered part of the free-standing sign or wall sign area.

Source: Ordinance 8-2008  
Effective Date: 3-27-2008
  5. Sign Program: The signage program will be reviewed by the City Planner.
  6. Temporary Signs: Temporary signs shall be permitted for a period not to exceed ten days. Such signs shall be not higher than 8 feet and not larger than 32 square feet.

Source: Ordinance No.17-2005  
Effective Date: 9-15-2005
  7. Directional Signs: Directional signs to Places of Worship, schools, or publicly owned land or buildings in existence on the effective date of this Section or amendments thereto, which do not conform to these regulations, shall be allowed to continue in use as provided in Section 11.75.

Source: Ordinance No. 18-91  
Effective Date: 8-23-91  
Prev. Ordinance No. 37-83  
Effective Date: 9-30-83
  8. Sign Base: (Refer to Subdivision 3, Subparagraph DD).

Source: Ordinance No. 18-91  
Effective Date: 8-23-91  
Prev. Ordinance No. 9-87  
Effective Date: 5-7-87
- G. Golf Course District
- Source: Ordinance No. 2-2007  
Effective Date: 1-23-07
1. Free-standing Signs:
    - (a) One sign per street frontage is allowed provided the total area of such sign shall not exceed 50 square feet.
    - (b) Setback: No sign shall be placed closer than 10 feet to any street right-of-way.
    - (c) Height: Maximum height of free-standing signs shall not exceed 8 feet.
    - (d) Sign Base: (Refer to Sub. 3, paragraph DD).

2. Wall Signs: One sign per building not to exceed 24 square feet in area. Where a building is located on a corner lot, one sign may be located on each wall facing a street provided one does not exceed 24 square feet and the other does not exceed 18 square feet. All wall signs shall be uniform in design.
3. Temporary Signs: Temporary signs shall be permitted for a period not to exceed ten days. Such signs shall be not higher than 8 feet and not larger than 32 square feet.

#### H. Airport.

1. Wall signs are only permitted on buildings operated by persons, organizations, or businesses that are commercially licensed by the Metropolitan Airport Commission.
  - (a) Walls not facing runway: The total area of all wall signs on any wall of a building shall not exceed 15% of the wall area when the wall area does not exceed 500 square feet. When the wall area exceeds 500 square feet, the total area of a wall sign shall not exceed 75 square feet, plus 5% of the wall area in excess of 500 square feet, provided that the maximum sign area for any wall sign shall be 300 square feet. Wall area shall be computed individually for each tenant in a multi-tenant building based on the exterior wall area of the space the tenant occupies.
  - (b) Walls facing runway: The total area of all wall signs shall not exceed 30% of the wall area. The maximum total sign area shall be 400 square feet. Wall area shall be computed individually for each tenant in a multi-tenant building based on the exterior wall area of the space the tenant occupies.
2. Free-standing Signs: Are permitted only on sites of buildings operated by persons, organizations, or businesses that are commercially licensed by the Metropolitan Airport Commission. Two free-standing accessory signs shall be permitted for each building site, provided one of the signs is on the side of the building facing the runway. The total area of each sign shall not exceed 80 square feet. The maximum height of free-standing signs shall not exceed 20 feet.
3. Area Identification Signs: Only the Metropolitan Airport Commission may erect such signs. One sign per street frontage is allowed. Area Identification signs shall not exceed 80 square feet and shall not exceed a maximum height of 20 feet.
4. Gate Identification Signs: Only the Metropolitan Airport Commission may erect such signs. One sign at each gate is allowed. Gate identification signs shall not exceed 32 square feet and shall not exceed a height of 10 feet.
5. Building Identification Signs: Only the Metropolitan Airport Commission may erect such signs. One such sign per building is allowed. Building identification signs shall not exceed 6 square feet and must be attached flat against the wall of the building.
6. No other sign is permitted. Source: Ordinance No. 114-84  
Effective Date: 11-1-84

#### Subd. 5. Administration and Enforcement.

- A. Permits. Except as provided in Subparagraph D below, the owner or occupant of the premises on which a sign is to be displayed, or the owner or installer of such sign, shall file application with the City for permission to display such sign. Permits must be acquired for all existing, new, relocated, modified or redesigned signs except those specifically excepted below. The applicant shall submit with the application, a complete description of the sign and a sketch showing its size, location, manner of construction and such other information as shall be necessary to inform the Building Official of the kind, size, material,

construction and location of the sign. The applicant shall also submit at the time of application, the application fee required under Subparagraph B below. The City Manager or the City Manager's designee shall approve or deny the sign permit no more than 30 days from the receipt of the complete application, including applicable fee. If a sign authorized by permit has not been installed within three months after the date of issuance of said permit, the permit shall become null and void.

Source: Ordinance No. 17-2005  
Effective Date: 9-15-2005

- B. Fees. An application or request for an amendment of this Section or for a permit, variance or other approval relating to this Section shall be set by the Council by ordinance.

Source: Ordinance No. 17-2005  
Effective Date: 9-15-2005

- C. Sign Identification Tag. For any sign for which a permit is required under the provisions of this Section, the permittee shall acquire from the City a tag which shall be conspicuously attached to the lower left front surface of the sign. Such tag shall indicate the number of the sign permit and the date of issuance. Permits and tags must be acquired, and application fees paid for all non-exempt signs existing at the time of adoption of this Section.

- D. Exemptions: The exemptions permitted by this Subdivision shall apply only to the requirement of a permit, and shall not be construed as excusing the installer of the sign, or the owner of the property upon which the sign is located, from conforming with the other provisions of this Section. No permit is required under this Subdivision for the following signs:

1. A window sign placed within a building and not exceeding 10% of the window area.
2. Signs erected by a governmental unit or public school district.

Source: Ordinance No. 17-2005  
Effective Date: 9-15-2005

3. Temporary signs as listed in Subdivision 3, Subparagraph H, I, J, K and Y.

Source: Ordinance No. 17-2005  
Effective Date: 9-15-2005

4. Memorial signs or tablets containing the name of the building, its use and date of erection when cut or built into the walls of the building and constructed of bronze, stone, or marble.

5. Signs which are completely within a building and are not visible from the outside of the building.

Source: Ordinance No. 11-2004  
Effective Date: 4-1-2004

6. Portable Signs containing Non-Commercial Speech.

Source: City Code  
Effective Date: 9-17-82

7. Signs six (6) square feet or less in size.

Source: Ordinance No. 17-2005  
Effective Date: 9-15-2005

- E. Violations and Fines. If the Chief Building Official or a deputy shall find any sign regulated by this Section is prohibited as to size, location, content, type, number, height or method of construction, or is unsafe, insecure, or a menace to the public, or if any sign (for which a permit is required) has been

constructed or erected without a permit (having) first (been) granted to the installer of said sign, or to the owner of the property upon which said sign has been erected, or is improperly maintained, or is in violation of any other provisions of this Section, he shall give written notice of such violation to the owner (of such property) or (the) permittee. If the permittee or owner (of such property) fails to remove or alter the sign so as to comply with the provisions set forth in this Section within (3) days following receipt of said notice:

Source: Ordinance No. 33-2004

Effective Date: 12-30-2004

Prev. Ordinance No. 105-84

Effective Date: 9-19-84

1. Such sign shall be deemed to be a nuisance, and may be abated by the City by proceedings taken under Minnesota Statutes, Chapter 429, and the cost of abatement, including administration expenses, may be levied as a special assessment against the property upon which the sign is located; and,

Source: City Code

Effective Date: 9-17-82

2. It is unlawful for any permittee or owner to violate the provisions of this Section. Each period of (3) days within which the sign is not removed or altered shall be deemed to constitute another violation of this Section. No additional licenses shall be granted to anyone in violation of the terms of this Section, or to anyone responsible for the continuance of the violation, until such violation is either corrected or satisfactory arrangements, in the opinion of the Chief Building Inspector, have been made towards the correction of said violation. The Inspector may also withhold building permits for any construction related to a sign maintained in violation of this Section. Pursuant to Minnesota Statutes Annotated 160.27, the Chief Building Official, or his deputy, shall have the power to remove and destroy signs placed on street right-of-way with no such notice of violation required.

Source: Ordinance No. 105-84

Effective Date: 9-19-84

3. Appeals and Variances. A permit applicant or permit holder may appeal any order or determination made by the Chief Building Official or a deputy pursuant to this Section by filing a written appeal with the City Clerk within ten (10) days of the mailing of notice of the order or determination to the applicant or holder. A notice of appeal shall be in writing and must be personally served upon the City Clerk or deputy within the time provided. A permit applicant or permit holder may also request a hearing for a variance from the literal terms of this Section before the Board of Appeals and Adjustments by filing a form provided by the City and paying the prescribed fees to the City Clerk. Request for variances from the literal provisions of this Section shall only be granted in accordance with City Code Section 2.26.

Source: Ordinance No. 17-2005

Effective Date: 9-15-2005

Prev. Ordinance No. 78-13

Effective Date: 5-26-78

4. With respect to signs distributed or posted by a person, committee, or organization except pursuant to a lease or license with the property owner, the written notice of violation required by Subd. 5.E. herein may be given to the person, committee or organization who prepares, disseminates, issues, posts, installs or owns the sign, or the persons, committee or organization who causes the preparation, dissemination, issuance, posting, or installation of the sign, or the owner or occupant of the premises on which such sign is displayed. If such person, committee, organization, owner or occupant fails to remove or alter the sign so as to comply with the provision set forth in this Section within 3 days following receipt of said notice, then such failure

is deemed unlawful and such persons, committee, organization, owner, or occupant shall be subject to the same liabilities and penalties as are permittees and owners under Subd. 5.E. 1. and 2.

Source: Ordinance No. 17-2005

Effective Date: 9-15-2005

Prev. Ordinance No. 105-84

Effective Date: 9-20-84

**Subd. 6.** Repealed.

Source: Ordinance No. 17-2005

Effective Date: 9-15-2005

**Subd. 7. Dynamic Displays.**

- A. Findings. Studies show that there is a correlation between Dynamic Displays on signs and the distraction of highway drivers. Distraction can lead to traffic accidents. Drivers can be distracted not only by a changing message, but also by knowing that the sign has a changing message. Drivers may watch a sign waiting for the next change to occur. Additionally, drivers are more distracted by special effects used to change the message, such as fade-ins and fade-outs. Time and temperature signs appear to be an exception to these concerns because the messages are short, easily absorbed, and become inaccurate without frequent changes.

Despite these public safety concerns, there is merit to allowing new technologies to easily update messages. Except as prohibited by state or federal law, sign owners should have the opportunity to use these technologies with certain restrictions. The restrictions are intended to minimize potential driver distraction and to minimize proliferation in residential districts where signs can adversely impact residential character.

The City finds that dynamic displays should be allowed on signs but with significant controls to minimize their proliferation and their potential threats to public safety.

- B. Permitted Sign Type and Locations. Dynamic Displays are permitted solely as Free-standing Signs and only in the Commercial Regional (C-Reg), Commercial Regional Service (C-Reg-Ser), Community Commercial (C-Com), Neighborhood Commercial (N-Com) Office (OFC), Town Center (TC-C), Public (Pu), and Industrial (I, I-2, I-5 & I-Gen) zoning districts.
- C. Duration of Image. A Dynamic Display's image, or any portion thereof, may not change more often than once every 20 minutes, except one for which changes are necessary to correct hour-and-minute, date, or temperature information. A display of time, date, or temperature must remain for at least 20 minutes before changing to a different display, but the time, date, or temperature information itself may change no more often than once every three seconds.
- D. Transition. If a Dynamic Display's image or any portion thereof changes, the change sequence must instantaneous without any special effects.
- E. Prohibition on Video Display. No portion of a Dynamic Display may change any part of its sign face by a method of display characterized by motion or pictorial imagery, or depict action or a special effect to imitate movement, or display pictorials or graphics in a progression of frames that gives the illusion of motion of any kind.
- F. Prohibition on Fluctuating or Flashing Illumination. No portion of a Dynamic Display image may fluctuate in light intensity or use intermittent, strobe or moving light, or light that changes in intensity in sudden transitory bursts, streams, zooms, twinkles, sparkles or in any other manner that creates the illusion of movement.
- G. Audio. Dynamic Displays shall not be equipped with audio speakers.

- H. Malfunctions. Dynamic Displays must be designed and equipped to freeze the sign face in one position if a malfunction occurs. Dynamic Displays must also be equipped with a means to immediately discontinue the display if it malfunctions, and the sign owner or operator must immediately turn off the display when notified by the City that it is not complying with the standards of this ordinance.
- I. Brightness. All Dynamic Displays shall meet the following brightness standards:
1. No Dynamic Display may exceed a maximum illumination of 5,000 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits (candelas per square meter) between dusk to dawn as measured from the sign's face at maximum brightness.
  2. All Dynamic Displays having illumination by means other than natural light must be equipped with a dimmer control or other mechanism that automatically controls the sign's brightness to comply with the requirements of this Section.
  3. No Dynamic Display may be of such intensity or brilliance that it interferes with the effectiveness of an official traffic sign, device or signal.
  4. The owner or controller of the Dynamic Display must adjust the sign to meet these brightness standards in accordance with the City's instructions. The adjustment must be made immediately upon notice of non-compliance from the City.
  5. A written certification from the sign manufacturer that light intensity has been preset to conform to the brightness levels established by code and that the preset level is protected from end user manipulation by password protected software or other method. This would offer the advantage of ensuring that electronic signs at a minimum cannot exceed the standards.
- J. Dynamic displays are allowed only on free standing signs in the permitted districts. Dynamic displays may occupy no more than 35% percent of the actual copy and graphic area. The remainder of the sign must not have the capability to have dynamic displays even if not used. Only one, contiguous dynamic display area is allowed on a sign face.

Source: Ordinance No.10-2008  
Effective Date: 4-24-2008

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

**ORDINANCE NO. \_\_-2015**

**AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA, AMENDING CITY CODE CHAPTER 11 SECTION 11.70 RELATING TO SIGN PERMITS AND ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH, AMONG OTHER THINGS, CONTAINS PENALTY PROVISIONS.**

The City Council of the City of Eden Prairie, Minnesota, ordains:

- Section 1. City Code Section 11.70, Subdivision 2, item 47 is added as follows:  
“City Entry Monument Sign” - A monument sign, including associated decorative elements, erected by the city to denote entrances into the city.”
- Section 2 City Code Section 11.70, Subdivision 3. D. is amended in its entirety as follows:  
“No sign other than those directing vehicle or pedestrian movements, those pertaining to traffic control or safety, or City Entry Monument signs shall be erected or temporarily placed within any street right-of-way or upon any public easement.”
- Section 3. City Code Section 11.70, Subdivision 3. N. is amended by deleting the following sentence:  
“The total of all directional signs upon a site shall not exceed 36 square feet.”
- Section 4. City Code Section 11.70, Subdivision 3. X. is amended by adding at the beginning of the sentence the words “Freestanding signs that are”; changing the word “Double” to lower case; and changing the number of feet from 18" to 30" so that the sentence as amended provides:  
“Freestanding signs that are double faced signs shall be placed back to back with not more than 30" between facings.”
- Section 5. City Code Section 11.70, Subdivision 4. B. 2. b. is amended by adding the following sentence as the end of the paragraph b:  
“Provided that the maximum sign area for any individual wall sign in a multi-tenant building shall not exceed 300 square feet.”
- Section 6. City Code Section 11.70, Subdivision 4. C. 2 (b) is amended by deleting the word “accessory use” and replacing it with the words “leasable space”.
- Section 7. City Code Section 11.70, Subdivision 4. D. 2 (b) is amended by deleting the word “accessory use” and replacing it with the words “leasable space”.
- Section 8. 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 9. 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 1<sup>st</sup> day of September, 2015, and finally read and adopted and ordered published at a regular meeting of the City Council of said City on the 15<sup>th</sup> day of September 2015.

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Kathleen Porta, City Clerk

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Nancy Tyra-Lukens, Mayor

**PUBLISHED** in the *Eden Prairie News* on \_\_\_\_\_, 2015.

**SIGN PERMIT REGULATIONS**

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

**SUMMARY OF ORDINANCE \_\_-2015**

**AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA AMENDING CITY CODE CHAPTER 11, SECTION 11.70; 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 amends Chapter 11 Section 11.70 relating to sign permit regulations including adding requirements for entry monument signs and amending requirements for free standing and wall signs.

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 \_\_\_\_\_.

(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 APPROVING THE SUMMARY  
OF ORDINANCE NO. \_\_\_2015 AND ORDERING THE  
PUBLICATION OF SAID SUMMARY**

**WHEREAS**, Ordinance No. \_\_-2015 was adopted and ordered published at a regular meeting of the City Council of the City of Eden Prairie held on the 15<sup>th</sup> day of September, 2015.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE, THAT THE CITY COUNCIL FINDS, DETERMINES, AND ORDERS AS FOLLOWS:**

- A. Ordinance No. \_\_-2015 is lengthy.
- B. The text of summary of Ordinance No. \_\_-2015, attached hereto as Exhibit A, conforms to M.S. § 331A.01, Subd. 10, and is approved, and publication of the title and summary of the Ordinance will clearly inform the public of the intent and effect of the Ordinance.
- C. The title and summary shall be published once in the Eden Prairie News in a body type no smaller than brevier or eight-point type.
- D. A printed copy of the Ordinance shall be made available for inspection by any person, during regular office hours, at the office of the City Clerk, and a copy of the entire text of the Ordinance shall be posted in the City offices.
- E. Ordinance \_\_-2015 shall be recorded in the Ordinance Book, along with proof of publication, within twenty (20) days after said publication.

**ADOPTED** by the City Council on September 15, 2015.

\_\_\_\_\_  
Nancy Tyra-Lukens Mayor

(Seal)

**ATTEST:**

\_\_\_\_\_  
Kathleen Porta, City Clerk

**EXHIBIT A**

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

**SUMMARY OF ORDINANCE \_\_-2015**

**AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA AMENDING CITY CODE CHAPTER 11, SECTION 11.70; AND ADOPTING BY REFERENCE CITY CODE CHAPTER 1 AND SECTION 11.99 WHICH AMONG OTHER THINGS CONTAIN PENALTY PROVISIONS.**

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\_\_\_\_\_  
Kathleen Porta, City Clerk

\_\_\_\_\_  
Nancy Tyra- Lukens, Mayor

PUBLISHED in the Eden Prairie News on \_\_\_\_\_.

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

|  |   |                                 |
|--|---|---------------------------------|
| <b>CITY COUNCIL AGENDA</b>   |   | <b>DATE:</b> September 15, 2015 |
| <b>SECTION:</b> Consent Calendar   |   |                                 |
| <b>DEPARTMENT/DIVISION:</b><br>Sue Kotchevar Office of the<br>City Manager/Finance | <b>ITEM DESCRIPTION:</b><br>Electronic Bill Print and Presentment<br>Contract | <b>ITEM NO.:</b> VIII.D.        |

### **Requested Action**

Move to: Award the contract for Electronic Bill Presentment and Payment to Invoice Cloud.

### **Synopsis**

At the beginning of 2015, LOGIS notified the consortium that Infinity.Link (online utility billing payment and presentment of bills) would need to be replaced. LOGIS would assist in the transition to a new Electronic Bill Presentment and Payment (EBPP) vendor, but each city would have the opportunity to select the EBPP vendor that best met their business needs. A few of the reasons behind LOGIS' decision to transition EBPP to the cities and migrate to a new Electronic Bill Print and Presentment vendor are:

- Time investment of LOGIS staff to test and apply new Infinity.Link builds. This would require an additional staff person at LOGIS to work specifically on Infinty.Link add-on module.
- PCI Compliance requirements are much more stringent and require significant resources.
- Existing Infinity.Link product is cumbersome to maintain and keep functional.
- Infinity.Link skin (look/feel) cannot easily be changed.
- Additional features of single payment for multiple accounts, auto update of ACH/RCC information, etc. is not available.
- Overall satisfaction with site functionality by LOGIS membership is not favorable.

Currently, seventeen of the twenty LOGIS Utility Billing member cities are using Infinity.Link as their primary EBPP solution.

Data was gathered regarding potential replacement vendors and six possible vendors were chosen to be brought in for demos. They were: Apex Information Technologies, Collector Solutions, Inc., Impact Proven Solution, Invoice Cloud, Paymentus, and Utilitec. The deciding factors on these vendors were as follows:

- Apex and Impact have current bill print relationships with the consortium, one of which is using Apex as their EBPP solution.
- Collector Solutions and Paymentus, have payment processing relations established with Utility Billing cities.

- Invoice Cloud and Utilitec, have working relationships with Advanced Utility Systems and have been recommended by other AUS clients.

After demos of the six vendors, the consortium narrowed down the list to Invoice Cloud and Paymentus. Both are very comparable in features and price and will have an added cost of approximately \$2,000-\$3,000 per year. Some of the added features include:

- Interactive Voice Response (IVR)
- Mobile optimization. No need to download an app
- Extensive web and mobile payment options
- Improved communications with payers by offering a comprehensive, automated e-mail reminder system
- PCI compliant

A committee of Finance, Communications and Information Technology staff then met with both vendors. After review the committee chose Invoice Cloud based on a simpler “user experience” for the customer, higher levels of customer service, more customization allowed, and newer technology of the site.

#### **Attachments**

- Biller Agreement
- Biller Terms and Conditions
- Appendix A

## Biller Agreement

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement with the exception of existing auto debit ACH customers.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

## Biller Agreement

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors. The fees charged by Invoice Cloud will not increase during the term of the Agreement.

**6. Term and Termination.** The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees. The effective date of the Biller Order Form which includes the Biller Agreement will mirror the date of the Sage Payment Solutions agreements.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that. Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from



## Billor Agreement

a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

**11. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**12. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**13. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**14. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### 15. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**16. Immigration Laws.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

## Biller Agreement

**17. General.** With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) and are agreed to by Invoice Cloud and the Biller.

## BILLERS TERMS AND CONDITIONS ([www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions))

### 1. Definitions.

As used in the Agreement and in any Biller Order Form now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, any Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller Data" means invoices and bills of the Biller;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution that Biller previously presented to Invoice Cloud under this Agreement;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service;

"Customer" shall include customers, taxpayers and users of services of Biller;

"Customer Data" means any data, information or material provided or submitted by Biller or its Customers to the Service or the Biller's customers and/or payers in the course of using the Service;

"Effective Date" means the earlier of either the date this Agreement is accepted by executing a Biller Order Form;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

"Invoice Cloud" means collectively Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

"Payment Instrument Transaction" is transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, authorized and established between a Customer and a credit card association or issuer, or representatives or members thereof that Biller accepts from Customers as payment for the Services. Payment Instrument Transactions include, but are not limited to, transactions processed by credit and debit cards, ACH, EFT and Check 21 transactions, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Order Form" or "Biller Order Form" means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Biller Order Form, the terms of this Agreement shall prevail);

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement.

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other corporate services identified on the Biller Order Form, developed, operated, and/or maintained by Invoice Cloud, accessible via [www.invoicecloud.com](http://www.invoicecloud.com) or another designated web site or IP address, or ancillary online or offline products and services provided to Biller by Invoice Cloud, to which Biller are being granted access under this Agreement, including the Invoice Cloud Technology and the Content;

"Submitter" means the Biller's status under the Agreement and Order Form where Biller's Customers submit Transaction Data directly to the payment processor or credit card processor who then processes the Transaction Data with the associated convenience fee being paid to Invoice Cloud and Invoice Cloud being responsible to pay the applicable convenience to the payment processor.

"Transaction" is a transaction conducted between a Customer and Invoice Cloud (on behalf of Submitter) utilizing either a Payment Instrument or a bill presentment in which consideration is or to be exchanged or tax is or to be due between the Customer and Biller;

"Transaction Data" means is the written or electronic record of a Transaction, including but not limited to an authorization code or settlement record and Biller Data.

**2. Biller's Responsibilities** Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Biller may not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iii) attempt to gain unauthorized

access to the Service or its related systems or networks. Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Biller agrees to provide Invoice Cloud with complete and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller agrees to update this information within 30 days of any change to it.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested.

Any change in a return/ cancellation policy with the transactions underlying the Transaction Data must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change.

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Individual users, when they initially log in, may be asked whether or not they wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. They may opt out of receiving such communications at that time or at any subsequent time by changing their preference under <http://www.invoicecloud.com/privacy.html>. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

The following is applicable to any Biller who is a Submitter, and to AMEX credit card charges:

As to all Transactions Biller submits to Invoice Cloud for processing, Biller represents and warrants that:

- (1) The Transaction Data represents payment or refund of payment, for a bona fide transaction.
- (2) The Transaction Data represents an obligation of the Customer for the amount of the Transaction and the accuracy of all Transaction Data.
- (3) The Transaction Data does not involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the customer.
- (4) The Transaction Data is free from any material alteration not authorized by the Customer.
- (5) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.
- (6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor have you accepted payment for effecting credits to a Customer.
- (7) Biller has made no representations or agreements for the issuance of refunds except as it states in your return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.
- (8) Any transaction submitted to Invoice Cloud to credit a Customer's account represents a refund or adjustment to a Transaction previously submitted to Invoice Cloud.
- (9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction Data is in any manner impaired. The Transaction Data is in compliance with all applicable laws, ordinances, and regulations. The Transaction Data is originated in compliance with this Agreement and any applicable agreements.
- (10) For a Transaction where the Customer pays in installments or on a deferred payment plan, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.
- (11) Biller has not submitted any Transaction that it knows or should have known to be either fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.
- (12) All Transaction Data is complete and accurate (including with respect to total due fields) and Invoice Cloud is not liable or responsible for any incomplete or inaccurate Transaction Data.

**3. Chargebacks** If Biller is subject of excessive Chargebacks, in addition to our other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) request that Biller in every case commence issuing refund and related payments directly to Customer; (ii) notify Biller of a new rate that will be charged to process Chargebacks; (iii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines or request a Reserve Amount (where a Reserve Account is noted under the Biller Order Form or as otherwise required under the terms of this Agreement or other agreement with Invoice Cloud or any payment processor); or (iv) terminate the Agreement. Biller also agrees to pay any and all penalties, fees, fines and costs assessed against Invoice Cloud (or the payment processor) relating to your violation of this Agreement, or other agreement related thereto.

Biller agrees that it is fully liable if any Transaction, for which Invoice Cloud has provided Biller credit or paid Biller, is the subject of a Chargeback or ACH rejects or reversals or other refunds or credits. To the extent Invoice Cloud has paid or may be called upon to pay a Chargeback, refund or adjustment for or on the account of a Customer and Biller does not reimburse us as provided for in this Agreement, or has insufficient funds to draw from in the Billers Debit Account (to the extent applicable as provided in Section 4 below) then for the purpose of our obtaining reimbursement of such sums paid or anticipated to be paid, Biller shall indemnify, defend and hold Invoice Cloud harmless therefrom. The Billers Debit Account will contain sufficient funds to cover any estimated exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may (but is not required to) apply funds in the Billers Debit Account (to the extent applicable as provided in Section 4 below) toward, and set off any funds that would otherwise be payable to Biller against, the satisfaction of any amounts which are or may become due from Biller pursuant to this Agreement. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

The following are some of the most common reasons for Chargebacks; in no way is this intended to be an exhaustive list of possible Chargeback reasons:

- (1) Failure to issue a refund to a Customer as required.
- (2) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules.
- (3) A Customer disputes the Transaction, or claims that the Transaction is subject to a set-off, defense, or counterclaim.

Invoice Cloud may receive a Chargeback from a Transaction, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed. In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account). In addition, Biller shall be responsible to Invoice Cloud for charges against any reserves required by payment or credit card processors; and any Chargebacks, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

#### **4. Certain Contractual Terms.**

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) charge against any reserves required by payment or credit card processors; (ii) a Chargeback, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (v) relating directly or indirectly to Biller's or its authorized users' use of the Service. Invoice Cloud may receive a Chargeback from a Transaction where Biller has a submitter agreement, an AMEX credit card Service or otherwise, where the possibility of Chargebacks are noted as part of the Service. Some common reasons for Chargebacks are listed at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions). In the event that Invoice Cloud receives a Chargeback, Biller shall reimburse Invoice Cloud for such Chargebacks (which may include Invoice Cloud withdrawing such amounts from the Biller's Debit Account).

INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

To the extent that the Biller's Agreement does not have a Biller indemnification or limitation of liability clause respectively, the above clauses shall control and be binding on the Biller.

#### **6. Biller Deposit Account Automatic Debit (Applicable where Biller Debit Account has been designated on the Biller Order Form)**

Where Biller authorizes Invoice Cloud's receipt of all fees and periodic fees referenced in the Biller Order Form - from payments made by Customers, or from credit card processors, bank card issuers, payment associations, ACH and check processors, as applicable. Except where prohibited by applicable law, Biller shall establish a Deposit Account(s) whereby Invoice Cloud will automatically withdraw from the Biller's account(s) used for this purpose ("Biller's Debit Account(s)") the fees and periodic fees referenced in the Order Form and any Chargebacks, ACH rejects or reversals, refunds and other fees due hereunder resulting therefrom. Biller shall be responsible for and pay all fees or charges

relating to Biller's Debit Account and the automatic debit facility, in accordance with the terms thereof. In addition, with respect to any invoices and/or payments that are processed through the Service, the Biller's agreements with all such credit card processors, bank card issuers, ACH and check processors shall require remittance and payment to Invoice Cloud, of all fees and to no other account. Biller shall maintain sufficient funds in the Biller's Debit Account to pay all periodic fees, Chargebacks, ACH rejects, reversals refunds and other fees due hereunder resulting therefrom.

**APPENDIX A**  
Municipal Contract Provisions

The following provisions shall apply to all of the following:

- the Biller Agreement between the City of Eden Prairie and Invoice Cloud and shall supersede any provisions set forth in the Biller Agreement, Terms and Conditions, or Biller Order forms.
- the Merchant Agreement between the City of Eden Prairie, Sage Payment Solutions, Inc. and BMO Harris N.A and shall supersede any provisions set forth in the Merchant Agreement, Terms and Conditions or Merchant Processing Application.
- the Sage Payment Solutions Virtual Check Merchant Processing Agreement between the City of Eden Prairie and Sage Payment Solutions, Inc. and shall supersede any provisions set forth in the Sage Payment Solutions Virtual Check Merchant Processing Agreement, Terms and Conditions or Virtual Check Merchant Processing Application.

***Termination.*** This Agreement may be terminated by the City of Eden Prairie at any time for any reason by thirty days written notice. Upon termination under this provision, if there is no fault of Invoice Cloud, Invoice Cloud shall be paid for services rendered until the effective date of termination.

***Audit Disclosure and Data Practices.*** The books, records, documents and accounting procedures and practices of 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 any party 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 said party shall comply with those requirements as if it were a government entity.

***Governing Law.*** This Agreement shall be controlled by the laws of the State of Minnesota without giving effect to choice of law rules. The parties consent to the jurisdiction and venue of the Scott County, Minnesota.

|  |   |                          |
|--|---|--------------------------|
| <b>CITY COUNCIL AGENDA</b>   |   | <b>DATE:</b>             |
| <b>SECTION:</b> Consent Agenda   |   | September 15, 2015       |
| <b>DEPARTMENT/DIVISION:</b><br>Office of the City Manager/<br>Finance, Sue Kotchevar | <b>ITEM DESCRIPTION:</b><br>Approve contract for a maximum amount of \$34,900 with Baker & Associates for updates to the Eden Prairie Liquor Stores | <b>ITEM NO.:</b> VIII.E. |

**Requested Action**

Move to: Approve contract for a maximum amount of \$34,900 with Baker & Associates for updates to the Eden Prairie Liquor Stores.

**Synopsis**

The Eden Prairie liquor stores were last updated in the following years:

- Den Road Liquor Store – 2007
- Prairie Village Liquor Store – 2008
- Prairie View Liquor Store – 2010

Since the updates, some minor signage changes are needed at Prairie Village and Prairie View to provide the stores with more flexible signage opportunities that will improve information for customers. The Den Road store has more significant signage needs and also needs additional lighting, accent carpet replacement, and the replacement of the outside awnings.

Baker will lead design, development, and selection and will also coordinate the work with the various vendors. Additional costs for the project are estimated to be approximately \$26,200.

**Attachment**

Contract



## Standard Agreement for Professional Services

This Agreement ("Agreement") is made on the 15<sup>th</sup> day of September, 2015, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and BAKER, a Minnesota Company (hereinafter "Consultant") whose business address is 1650 West End Blvd, Suite 200 Minneapolis, MN 55416.

### Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional 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 professional services by Consultant for signage updates and few other updates at the Den Road location including accent carpet, and outdoor awnings hereinafter referred to as the "Work".

The City and Consultant agree as follows:

1. **Scope of Work.** The Consultant agrees to provide the professional services shown in Exhibit A (Signage Updates) in connection with the Work. The terms of this Agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions. If the Consultants proposal is attached as the Exhibit A Scope of Work, City reserves the right to reject any general conditions in such proposal.
2. **Term.** The term of this Agreement shall be from 9/2/2015 through 12/31/2015 the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to pay the Consultant on an hourly basis plus expenses in a total amount not to exceed \$ 34,900 for the services 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 Consultant 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. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
  - C. If Consultant 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.

Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
  - A. **Access to the Area.** Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
  - B. **Consideration of the Consultant's Work.** The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
  - C. **Standards.** The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
  - D. **City's Representative.** A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
  
5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
  - A. **Progress Payment.** For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her function or job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant 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 Consultant 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.
  - B. **Suspended Work.** If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services set forth on Exhibit A performed prior to receipt of written notice from the City of such suspension.
  - C. **Payments for Special Consultants.** The Consultant shall be reimbursed for the work of special consultants, as described herein, and for other items when authorized in writing by the City.

- D. **Claims.** To receive any payment on this 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."
6. **Project Manager and Staffing.** The Consultant has designated Wendy Satterlee to serve on the Project. They shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace the designated staff from the Project without the approval of the City.
7. **Standard of Care.** Consultant 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. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant 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 Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
8. **Audit Disclosure and Data Practices.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant 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 Consultant 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 Consultant 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 Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.
9. **Termination.** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no default by the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has defaulted in performance of this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the Work identified herein.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the

performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant 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 Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

11 **Independent Consultant.** Consultant 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 Consultant 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 Consultant an employee of the City.

12. **Insurance.**

- a. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Consultant 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. Consultant 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<br>\$500,000 disease policy limit<br>\$500,000 disease each employee  |
| Commercial General Liability       | \$1,000,000 property damage and bodily injury per occurrence<br>\$2,000,000 general aggregate<br>\$2,000,000 Products – Completed Operations Aggregate<br>\$100,000 fire legal liability each occurrence<br>\$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. Professional Liability Insurance. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.
- e. Consultant shall maintain "stop gap" coverage if Consultant obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- f. All policies, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability 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.
- g. All policies, except the Professional Liability Policy, shall apply on a "per location" basis.
- h. All policies shall contain a waiver of subrogation in favor of the City.
- i. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.
- j. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement.
- k. Consultant 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.
- l. It shall be Consultant's responsibility to pay any retention or deductible for the coverages required herein.
- m. 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.

- n. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant'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.
- o. **A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Consultant's Work.** Upon request a copy of the Consultant'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 Consultant 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 Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- p. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant 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 Consultant, its subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant 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 Consultant 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 Consultant's insurance company.

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

- 13. **Indemnification.** Consultant 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 Consultant, its agents, contractors and employees, or any negligent or intentional act or

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

14. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project 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.
15. **Non-Discrimination.** During the performance of this Agreement, the Consultant 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, sexual orientation or age. The Consultant 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 Consultant 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 Consultant 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.
16. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant 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.
17. **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.
18. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

19. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
20. **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 Agreement.
21. **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.
22. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **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 Agreement. The violation of this provision renders the Agreement void.
25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**Executed as of the day and year first written above.**

CITY OF EDEN PRAIRIE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager


FIRM NAME

*BAKER*

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

*Judith Reistus*  
*E.V.P. / C.O.O.*





Eden Prairie  
Liquor Stores  
Signage Updates  
Store #1, #2 and #3  
Aug 24th, 2015- Revised

Brand 05



## Learn, Frame and Articulate

### Phase 0: Site Survey and Plan Development of Eden Prairie Liquor Stores #1, #2 and #3

#### Activities

Baker design team to site survey each of the three stores to develop a strategy for the following items:

- Universal Endcap signage to allow for promotional highlights and easy change out.
- Secondary regional and varietals signage that allows staff to update, add-on and change as needed.
- Cooler clings
- Wood signage draw-downs
- Freestanding cooler headers
- Baker to spec additional printing solutions to allow staff to update and print additional signage as needed.
- Spec Gondola Wood custom Plexi holders (Store 1/3)

Phase 0 Fees

\$2,800

Timing

1 Week

BrandVis®



## Design Development

### Phase 1: Design Development of Eden Prairie Liquor Store #1, #2 and #3

#### Activities:

Based on Phase 0 site survey, BAKER to develop 2 signage design concepts for the following items:

- Universal Endcap signage to allow for promotional highlights and easy change out.
- Secondary regional and varietals signage that allows staff to update, add-on and change as needed.
- Cooler clings
- Framed Lifestyle Photos

At this time BAKER to also extend out on the existing designs of the following items:

- Wood signage draw-downs (12-16)
- Freestanding cooler headers (2)
- Custom gondola wood/Plexi Sign holder and template (4)

All Concepts will be presented in computer color

***Baker to spec additional printing solutions to allow staff to update and print additional signage as needed.***

Phase 1 Design Fees

\$5,200-\$6,000

Timing

1 Week

BrandVis®



## Design

**Phase 2: Design Revisions to Hero Design Concept for Eden Prairie Liquor Store #1, #2 and #3**
**Activities:**

- Based on team feedback and direction from Phase 1 exploratory, BAKER to revise the selected design concept on the endcaps, secondary regional and varietal signage, cooler clings and framed lifestyle photos. Finalize template for custom wood/plexi signage. At this time we will also build files Hi-Res to actual size and purchase all approved royalty free Stock Imagery.
- Concepts will be presented in computer color

**Goal:** Gain approval to develop final files for vendor hand-off and/or in house printing

|  |                 |
|--|-----------------|
| Phase 2 Design Fees  | \$4,000-\$5,600 |
| Royalty Free Stock Imagery Fees for 6-10 images- Preliminary | \$1,500-\$2,500 |
| Timing   | 2 weeks         |

FIELD 5



## Finalize

### Phase 3: Final Revisions (If Needed) and File Prep of Eden Prairie Liquor Store #1, #2 and #3

#### Activities:

##### Step 1:

**BAKER to make final design revisions for client approval.**

Endcap designs

Regional/varital secondary signage

Cooler clings

Header sign for Free Standing speciality beer/wine Cooler

Wood signage draw-downs

promotional signage template

Custom wood/plexi gondola signage

##### Step 2:

##### File Prep and Color Targets

- Based on final design, BAKER to produce final digital files for hand-off to vendor or city staff for self-print. BAKER to conduct pre-production planning calls with key vendor(s) as needed and produce color targets to ensure design intent.

Phase 3: Step 1 - Design Finalization all items

\$0-\$3,800

Phase 3: Step 2 File Prep all files for vendor or city staff handoff

\$4,200

Timing

2 weeks

BrandVis®



## Materials/Fabrication Install and Vendor Coordination Fees- **Store #1**

**Store #1: 16508 West 78th Street Eden Prairie MN**

**Materials- Please note that material pricing has been estimated. Once final design is chosen pricing to be verified**

**6-10 Universal Endcap Signs- 32"x34" \$1,200-\$2,100**

Preliminary Pricing. Once final design is chosen pricing to be adjusted if needed. (speced on durable styrene)

**5 Endcap promotional Signage Holder add-ons— aprox 8.5"x11" to 11"x17" \$100-\$310**

these would apply on top of new endcap slide in signage to house feature or promotion. Design for easy printing and change out.

**Re-apply aisle number/letters at Endcaps \$50**

**Region/Varietals secondary Signage (4-6 total) \$150**

**Cooler Clings (5 Total) includes Specialty Beers, Gluten Free, Minnesota Beers, 2 promotional \$120-\$245**

**Lifestyle Framed Images (3 New Prints 24" x 36") \$345**

**8 total Wood Signage Metallic Letter Draw-downs**

(to be applied to blanks and/or backs of existing not in use-Includes labor to apply) \$250

**Custom Wood/Plexi Gondola Signage (4) \$220**

Install NC

Store #1- Material/Fabrication and Install Fees (Please note these are estimate costs. Formal bid done once art is complete) \$2,435-\$3,670

Store #1- Baker Vendor and Installation Coordination Fees \$2,200-\$3,000

BrandVis®



## Materials/Fabrication, Install and Vendor Coordination Fees- **Store #2**

### Store 2: 8018 Denn Road Eden Prairie MN

**Materials-** Please note that material pricing has been estimated. Once final design is chosen pricing to be verified

**6-10 Universal Endcap Signs- 32"x34" \$1,200-\$2,100**

Preliminary Pricing. Once final design is chosen pricing to be adjusted if needed. (speced on durable styrene)

**5 Endcap promotional Signage Holder add-ons— aprox 8.5"x11" to 11"x17" \$100-\$310**

these would apply on top of new endcap slide in signage to house feature or promotion. Design for easy printing and change out.

**Re-apply aisle number/letters at Endcaps \$50**

**Region/Varietals secondary Signage (16-20 total) \$350-\$470**

**Cooler Clings (5 Total) includes Specialty Beers, Gluten Free, Minnesota Beers, 2 promotional \$120-\$245**

**16 total Wood Signage Metallic Letter Draw-downs**

(to be applied to blanks and/or backs of existing not in use-Includes labor to apply) \$400

**Awning- updated Fabric and new graphics applied- There is no way to clean and re-apply just new graphics.**

**Fabric gets faded from sun. \$12,878**

See attached pricing from Vendor. Includes Install

**Custom Wood/Plexi Gondola Signage (4) \$220**

Install NC

BrandVis®



## Materials/Fabrication, Install and Vendor Coordination Fees- **Store #2 Continued**

### Store #2: 8018 Denn Road Eden Prairie MN- Continued

#### Accent Carpet Replacement \$1,116

See attached pricing from Vendor. Includes Install

#### 5 Large Pendants Lights for Reserve Wine Area- \$400-\$500- Optional

##### Install \$575

Running PDF attached with 3 options for this. These could drop down a bit below the existing overhead lights and offer more lighting to the dim corners in the back Reserve Wine area. BAKER would recco 5 total. We should also discuss the new Wattage bulbs Paul had them try in the existing fixtures work then this may not be needed.

Store #2- Material/ and Install fees

\$16,434-\$17,789

Store #2- 5 large pendant lights for reserve Wine Area- Optional

\$975-\$1,075

Store #2- Baker Vendor and Installation Coordination Fees

\$3,500-\$4,000



BrandVis®



### Materials/Fabrication, Install and Vendor Coordination Fees- **Store #3**

#### **Store #3: 986 Prairie Center Drive Eden Prairie MN**

*Materials- Please note that material pricing has been estimated. Once final design is chosen pricing to be verified*

**6-10 Universal Endcap Signs- 32"x34" \$1,200-\$2,100**

Preliminary Pricing. Once final design is chosen pricing to be adjusted if needed. (speced on durable styrene)

**5 Endcap promotional Signage Holder add-ons— aprox 8.5"x11" to 11"x17" \$100-\$310**

these would apply on top of new endcap slide in signage to house feature or promotion. Design for easy printing and change out.

**Re-apply aisle number/letters at Endcaps \$50**

**Region/Varietals replace 2 header signs and develop secondary Signage (4-6 total) \$470**

**Cooler Clings (5 Total) includes Specialty Beers, Gluten Free, Minnesota Beers, 2 promotional \$120-\$245**

**8 total Wood Signage Metallic Letter Draw-downs**

(to be applied to blanks and/or backs of existing not in use-Includes labor to apply) \$250

**Custom Wood/Plexi Gondola Signage (4) \$220**

Install NC

Store #3- Material/Fabrication and Install fees

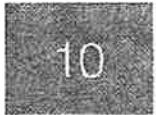
\$2,410-\$3,645

Store #3- Baker Vendor and Installation Coordination Fees

\$2,200-\$3,000

# EP Liquor Store #1, #2 and #3 Cost Summary

8/24/15 REVISED



| PHASE/DESCRIPTION OF WORK | Fees |
|---------------------------|------|
|---------------------------|------|

**Baker Design Fees:**

|           |                   |
|-----------|-------------------|
| Phase 0-3 | \$17,700-\$24,900 |
|-----------|-------------------|

**Store #1:**

|   |                 |
|---|-----------------|
| Material/Fabrication and Installation Fees: | \$2,435-\$3,670 |
|---|-----------------|

|   |                 |
|---|-----------------|
| Baker Vendor and Installation Coordination Fees | \$2,200-\$3,000 |
|---|-----------------|

**Store #2:**

|   |                   |
|---|-------------------|
| Material/Fabrication and Installation Fees: | \$16,434-\$17,789 |
|---|-------------------|

|   |             |
|---|-------------|
| 5 Large Pendants Lights for Reserve Wine Area- Optional | \$975-1,075 |
|---|-------------|

|   |                 |
|---|-----------------|
| Baker Vendor and Installation Coordination Fees | \$3,500-\$4,000 |
|---|-----------------|

**Store #3:**

|   |                 |
|---|-----------------|
| Material/Fabrication and Installation Fees: | \$2,410-\$3,645 |
|---|-----------------|

|   |                 |
|---|-----------------|
| Baker Vendor and Installation Coordination Fees | \$2,200-\$3,000 |
|---|-----------------|



|  |  |                          |
|--|--|--------------------------|
| <b>CITY COUNCIL AGENDA</b>   |  | <b>DATE:</b>             |
| <b>SECTION:</b> Consent  |  | September 15, 2015       |
| <b>DEPARTMENT:</b><br>Janet Jeremiah, Community Development Director<br>Molly Koivumaki, Manager, Housing and Community Services | <b>ITEM DESCRIPTION:</b><br>Adopt Resolution Approving Third Amendment to Project Management Agreement | <b>ITEM NO.:</b> VIII.F. |

**Requested Action**

Move to: Adopt Resolution Approving the Third Amendment to Project Management Agreement for TIF District 15 (Summit Place).

**Background**

Summit Place is 265 unit apartment building (“Project”) in Eden Prairie. The Project is part of Tax Increment Financing District No. 15 (“District”). District No. 15 was established in 1999. The Project provides 43 affordable housing units to tenants living at Summit Place. The original term of the District was 15 years. In 2011 the City and the HRA approved a Modification to the Tax Increment Financing Plan for Tax Increment District No 15. The term of the District was extended from 15 years to 25 years. The Modified TIF Plan for District No. 15 increases the budget for the District to facilitate reimbursement of additional qualified developer-incurred project costs. In return the Developer provides 43 units of affordable housing. In 2011 the City and Developer entered into in negotiations over the terms of a Third Amended and Restated Project Management Agreement which would have extended the affordability of the 43 units by increasing the maximum tax increments payable to the Developer. The Third Amended and Restated Project Management Agreement was never executed by the parties.

The maximum tax increment available to the Developer under the existing Project Management Agreement has been expended. In order to provide additional tax increments to the Developer it is necessary that the City and Developer enter into a Third Amendment to the Project Management Agreement (the “Agreement”). The Agreement increases the maximum amount of tax increments available to the Project. The City and Developer have negotiated the terms of the Agreement. The Agreement provides that the total TIF support for the entire 25 years is a maximum of \$11,162,686. Under the Agreement and the Modified TIF Plan, 90% of the amount of TIF collected by the City is paid to the Developer. Provided the City makes the payment the Developer is required to provide 43 affordable units to individuals or families whose income does not exceed fifty percent (50%) of the medium gross income for the Minneapolis-St. Paul Metropolitan Area. The rents charged for these units are not allowed to exceed the amount determined annually under the Agreement. The Developer is required to submit a Certificate of Compliance and other documentation requested by the City each year evidencing its compliance with the terms of the Agreement. If the Developer defaults in its obligations under the Agreement it is required to pay to the City an amount equal to the value of the Tax Increment Funds provided to the Developer, less the total amount of Actual Subsidy provided by the Developer for the 43 units. This obligation continues to be secured by a \$2,200,000 mortgage to

the City that was executed by the Developer in 2002. The City's mortgage, however, is subordinate to primary financing on the site.

### **Attachments**

Resolution

Third Amendment to Project Management Agreement

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

**RESOLUTION NO. 2015-**

**RESOLUTION APPROVING THE THIRD AMENDMENT TO PROJECT  
MANAGEMENT AGREEMENT AND AUTHORIZING ITS EXECUTION**

**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. In 2011 HRA and the City adopted a Modification to the Redevelopment Plan (the "Redevelopment Plan Modification") for the Project Area and a Modification to the Tax Increment Financing Plan (the "TIF Plan Modification") for Tax Increment Financing District No. 15 (the "TIF District") therein (the Redevelopment Plan Modification and the TIF Plan Modification are referred to collectively herein as the "Modifications"), all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.001 to 469.047, and Sections 469.174 to 469.1799, all inclusive, as amended all as reflected in the Modifications, and presented for the Council's consideration.

1.02. Tax Increment from the TIF District has been used to pay for certain development costs. The City has required the developer of Summit Place to enter into a Project Management Agreement whereby the developer agrees to provide affordable senior housing units at Summit Place senior campus. The Modifications, among other matters, allowed the City and HRA to extend the term of the affordability of 43 units from 15 to 25 years.

1.03 The property in the TIF District is currently subject to that certain Amended Project Management Agreement dated December 18, 2001 by and between the City and SC Properties Minnesota Properties, LLC, as amended by that certain Second Amended Project Management Agreement dated June 1, 2004 by and between the City and EP Senior Housing, LLC and EP Assisted Living, LLC, through which the City required certain covenants and conditions with regard to the development and operation of Summit Place Senior Campus.

1.04 The City and the developer of Summit Place have negotiated the terms of a Third Amendment to Project Management Agreement which sets forth covenants and conditions regarding the operation of Summit Place Senior Campus and which increases the amount of tax increment support available, which is anticipated to be provided over the extended additional term.

Section 2.     Approval and Adoption of Third Amendment to Project Management Agreement and Additional Approvals

2.01 The Third Amendment to Project Management Agreement is hereby approved. The Mayor and City Manager are authorized to execute the Third Amendment to Project Management Agreement and such other documents and certificates as may be necessary to give effect to the transaction herein contemplated.

**ADOPTED** by the City Council of the City of Eden Prairie this 15th day of September 2015.

---

Nancy Tyra-Lukens, Mayor

**ATTEST:**

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Kathleen Porta, City Clerk

---

(Space Above Reserved for Recording Information)

### **THIRD AMENDMENT TO PROJECT MANAGEMENT AGREEMENT**

This THIRD AMENDMENT TO PROJECT MANAGEMENT AGREEMENT (this “Third Amendment”) 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 EP Senior Housing, LLC, a Minnesota limited liability company and EP Assisted Living, LLC, a Minnesota limited liability company (collectively, the “Developer”).

#### **RECITALS**

**WHEREAS**, Developer is the owner of that certain real property on which the Developer has constructed a 256-unit continuing care facility for seniors, located in the City of Eden Prairie and legally described as follows:

Parcel 1:

Unit No. 4, CIC No. 1008, Summit Place Senior Campus, together with easements as contained in CIC Declaration, Document Nos. 7616071 (A) and 3478131 (T), as amended by First Amendment to Declaration, Document Nos. 7652267 (A) and 3478133 (T).

Parcel 2:

Units 1, 2, 3 CIC Plat No. 1008, Eden Woods.

(the “Project”);

**WHEREAS**, the City and Silvercrest Properties, LLC, a Minnesota limited liability company as property manager for the entity which was formed to acquire the Project, entered into that certain agreement entitled Project Management Agreement, dated the 22<sup>nd</sup> day of November, 1999 (the “Original PMA”);

**WHEREAS**, the City and SC Minnesota Properties, LLC, a Minnesota limited liability company as the entity which was formed to acquire the Project, entered into that certain agreement entitled Amended Project Management Agreement, dated the 18<sup>th</sup> day of December, 2001 (the “Amended PMA”) and filed with the Office of the Registrar of Titles, Hennepin County, Minnesota, on February 14, 2002 as Document No. 3502308, which supersedes in its entirety the Original Project Management Agreement;

**WHEREAS**, the Developer, as owner, is the successor and assignee of SC Minnesota Properties, LLC, pursuant to that Assignment of Amended Project Management Agreement made as of the 11<sup>th</sup> Day of February, 2002, and filed with the Office of the Registrar of Titles, Hennepin County, Minnesota, on February 14, 2002 as Document No. 3502309;

**WHEREAS**, the City and the Developer entered into that certain agreement entitled Second Amended Project Management Agreement, dated the 1<sup>st</sup> day of June, 2004 (the “Second Amended PMA”) and filed with the Office of the County Recorder, Hennepin County, Minnesota, on April 9, 2015, as Document No. A10180362;

**WHEREAS**, the Original PMA, the Amended PMA, and the Second Amended PMA shall be collectively referred to in this Third Amendment as the “PMA”;

**WHEREAS**, Exhibit C to the PMA (the “TIF Note”) was executed by the Developer on February 12, 2002;

**WHEREAS**, the Developer and SC Minnesota Properties, LLC executed Exhibit D to the PMA (the “TIF Mortgage”), dated as of the 12th day of February, 2002 and filed with the Office of the Registrar of Titles, Hennepin County, Minnesota, on February 14, 2002 as Document No. 3502317. The TIF Mortgage secures Developer’s repayment obligations under the PMA and the TIF Note in the amount of \$2,200,000;

**WHEREAS**, City and Developer desire to further amend the PMA to extend the term of the PMA, including the existing income and rent requirements, from 15 to 25 years, or until December 18, 2026; and

**WHEREAS**, City and Developer have determined that qualifying costs from the original construction of the Project remain and are eligible for reimbursement from TIF funds to be collected during the extended term.

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 Third Amendment. All capitalized terms used herein shall have the meaning ascribed to them in the PMA unless otherwise specifically defined herein.



2. For purposes of this Third Amendment, the following subsections of Section 1 of the PMA are hereby amended in their entirety to read as follows:

1.2 Additional Term. The number of years beyond the Initial Term that is necessary for the Total TIF Support provided by City to Developer to be expended in providing Actual Subsidy for the Special Units.

1.3 Annual TIF Payment. The “Actual Subsidy” provided to Developer in the year payment is made by the City as provided in Section 3.4 for all Special Units but in no event more than ninety percent (90%) of the annual Tax Increment. (It is estimated based on projections developed at the time this Third Amendment to PMA is executed that the Annual TIF Payment received by Developer from the City from 2015 through the end of the Initial Term will be \$540,000 based upon an estimated annual Tax Increment of \$600,000. The Annual TIF Payment may exceed or be less than the estimate stated above, provided however the sum of the Annual TIF Payments made by the City to Developer during the Initial Term shall not exceed a maximum of \$11,162,686 as set forth in Section 1.9.)

1.7 Initial Term. A period of twenty-five (25) years beginning on December 18, 2001. The Initial Term shall expire on December 18, 2026.

1.9 Total TIF Support. The sum of the Annual TIF Payments received by the Developer from the City. (It is estimated based on projections developed at the time this Third Amendment to PMA is executed that the Total TIF Support during the Initial Term will be \$11,162,686. Notwithstanding this estimated figure, the Total TIF Support shall not exceed a maximum of \$11,162,686.)

3. The following subsection 1.10 is hereby added to Section 1 of the PMA:

1.10 Market Rate Unit. Units in the Project that are not Special Units.

4. For purposes of this Third Amendment, subsection 3.4 of the PMA is hereby amended in its entirety to read as follows:

3.4 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 ninety percent (90%) of the Tax Increment in Annual TIF Payments during the Initial Term. The City’s payment of the Annual TIF Payment 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 semi-annual payment is expressly contingent upon sufficient Tax Increment being received during each semi-annual period to make each such payment. In no event will the City be required to make an Annual TIF Payment from any funds whatsoever other than those generated by the TIF District. The Annual TIF Payments shall be the City’s contribution to the Project. If in any year the Annual TIF Payment is less than

90% of the annual Tax Increment received by the City, the difference between the Annual TIF Payment made for that year and 90% of the annual Tax Increment received by the City may be carried over and paid to Developer in a year in which the Actual Subsidy is more than the Annual TIF Payment, provided however, in no event shall the cumulative amount paid to Developer exceed 90% of the cumulative annual Tax Increment received by City.

5. The following Section 4.2 is added to the PMA:

4.2 a. The gross rents charged for each Special Unit as described in Section 2.1, including garage fee and utilities for electricity, heat and water, but not charges for telephone and cable TV, will be limited at levels that are at or below 50% of median income levels adjusted by unit size as published annually by the Minnesota Housing Finance Agency for purposes of calculating maximum gross rents in its publication entitled “Multifamily Rent and Income Limits.” Table A for Hennepin County, as amended each year. This rent requirement shall remain in effect until December 18, 2026, the term described in Section 1.9 hereof.

b. On or before January 31 of each year during the term of the Initial Term, the Developer must submit evidence that the gross rents charged for each Special Unit meet rent requirements set forth in Section 4.2.a. Such evidence shall be substantially in the form and substance of Exhibit E attached hereto. The City will review the submitted evidence related to the rent requirements to determine compliance with Section 4.2. If the Rent Certificate evidences compliance with this Section, the City shall approve the Rent Certificate. The Rent Certificate shall be considered approved unless disapproved by the City within thirty (30) days after submission by the Developer. The Developer shall have sixty (60) days following receipt from the City of any notice of disapproval to cure any objections the City has made in its notice of disapproval and to submit a revised Rent Certificate to the City for review and approval as provided for in this Section. The Developer’s failure to obtain the City’s approval of a revised Rent Certificate during such sixty (60) day cure period, unless such approval is unreasonably withheld by City, shall constitute a default by the Developer under this Agreement.

6. Section 6 of the PMA is hereby amended in its entirety to read as follows:

6. Reduction of Rents. In the event that the TIF financing described in subsection 3.4 is paid to the Developer during the Initial Term, the Developer shall continue for the Initial Term and the Additional Term to provide that the Special Units in the Project will be rented to individuals or families whose income does not exceed fifty percent (50%) of the median gross income for the Minneapolis-St. Paul Standard Metropolitan Statistical Area and that the gross rent charged by the Developer for each such unit shall not exceed the amount determined pursuant to Section 4 of this Agreement, as applicable annually.

7. For purposes of this Third Amendment, the reference to “Glaser Financial Services, Inc.” in Section 14.2 of the PMA shall be replaced with “Oak Grove Commercial Mortgage,

LLC” and the references to the “Glaser Mortgage Note” in Sections 14.2, 14.5, and 14.6 of the PMA shall be replaced with the “Oak Grove Mortgage Note.”

8. Exhibit A to the PMA, the Legal Description, is deleted in its entirety and substituted with the attached Amended Exhibit A entitled Amended Legal Description.
9. The TIF Note and the TIF Mortgage remain in full force and effect. The \$2,200,000 debt secured by the TIF Mortgage remains outstanding as of the date of this Third Amendment and reflects a portion of the maximum Total TIF Support (\$11,162,686) that may be provided by the City to Developer.
10. The PMA remains in full force and effect and is not modified except as expressly provided in this Third Amendment. The terms and conditions of this Third Amendment supersede the terms of the PMA, and, should there be any conflict or inconsistency between this Third Amendment and the PMA, the terms and conditions of this Third Amendment shall prevail.
11. Counterparts. This Third Amendment 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 THIRD AMENDMENT TO PROJECT MANAGEMENT AGREEMENT to be effective as of the day and year first written above.

*[signature pages to follow]*

DEVELOPER:

EP SENIOR HOUSING, 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 EP Senior Housing, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

EP ASSISTED LIVING, 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 EP Assisted Living, 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.

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Notary Public

This instrument drafted by:

Gregerson, Rosow, Johnson & Nilan, Ltd.  
100 Washington Avenue South  
Suite 1550  
Minneapolis, MN 55401  
(612) 338-0755

**AMENDED EXHIBIT A**  
**AMENDED LEGAL DESCRIPTION**

Parcel 1:

Unit No. 4, CIC No. 1008, Summit Place Senior Campus, together with easements as contained in CIC Declaration, Document Nos. 7616071 (A) and 3478131 (T), as amended by First Amendment to Declaration, Document Nos. 7887454 (A) and 3645186 (T), and the Declaration of Easements, Document Nos. 7652267 (A) and 3478133 (T).

Parcel 2:

Units 1, 2, 3, CIC Plat No. 1008, Eden Woods.

**EXHIBIT E**  
**RENT CERTIFICATION**

**[SEE NEXT PAGE]**



**Summit Place – Rent Certificate**  
**Base Rent - Subsidized Units**

| Unit<br>Number | -- 2015 Base Rent --- |        | Tenant | --- Unit Type --- | -- 2015 Market Rent ---- |             |
|----------------|-----------------------|--------|--------|-------------------|--------------------------|-------------|
|                | Monthly               | Annual |        |                   | Monthly                  | Annual      |
| 1              |                       |        |        | Studio            | A1                       |             |
| 2              |                       |        |        | Studio            | A1                       |             |
| 3              |                       |        |        | Studio            | A1                       |             |
| 4              |                       |        |        | One Bedroom       | B11                      |             |
| 5              |                       |        |        | One Bedroom       | B11                      |             |
| 6              |                       |        |        | One Bedroom       | B11                      |             |
| 7              |                       |        |        | One Bedroom       | B11                      |             |
| 8              |                       |        |        | One Bedroom       | B11                      |             |
| 9              |                       |        |        | One Bedroom       | B11                      |             |
| 10             |                       |        |        | One Bedroom       | B12                      |             |
| 11             |                       |        |        | One Bedroom       | B12                      |             |
| 12             |                       |        |        | One Bedroom       | B12A                     |             |
| 13             |                       |        |        | One Bedroom       | B12A                     |             |
| 14             |                       |        |        | One Bedroom       | B16                      |             |
| 15             |                       |        |        | One Bedroom       | B7                       |             |
| 16             |                       |        |        | One Bedroom       | B7                       |             |
| 17             |                       |        |        | One Bedroom       | B7                       |             |
| 18             |                       |        |        | One Bedroom       | B7                       |             |
| 19             |                       |        |        | One Bedroom       | B7                       |             |
| 20             |                       |        |        | One Bedroom       | B7                       |             |
| 21             |                       |        |        | One Bedroom       | B7                       |             |
| 22             |                       |        |        | One Bedroom       | B7                       |             |
| 23             |                       |        |        | One Bedroom       | B7                       |             |
| 24             |                       |        |        | One Bedroom       | B7                       |             |
| 25             |                       |        |        | One Bedroom       | B7                       |             |
| 26             |                       |        |        | One Bedroom       | B7                       |             |
| 27             |                       |        |        | One Bedroom       | B7                       |             |
| 28             |                       |        |        | One Bedroom       | B7                       |             |
| 29             |                       |        |        | One Bedroom       | B7                       |             |
| 30             |                       |        |        | One Bedroom       | B7                       |             |
| 31             |                       |        |        | One Bedroom       | B7                       |             |
| 32             |                       |        |        | One Bedroom       | B7                       |             |
| 33             |                       |        |        | One Bedroom       | B7                       |             |
| 34             |                       |        |        | One Bedroom       | B7                       |             |
| 35             |                       |        |        | One Bedroom       | B7                       |             |
| 36             |                       |        |        | One Bedroom       | B7                       |             |
| 37             |                       |        |        | One Bedroom       | B7                       |             |
| 38             |                       |        |        | One Bedroom       | B7                       |             |
| 39             |                       |        |        | One Bedroom       | B7                       |             |
| 40             |                       |        |        | One Bedroom       | B7B                      |             |
| 41             |                       |        |        | One Bedroom       | B7C                      |             |
| 42             |                       |        |        | One Bedroom       | B7HC                     |             |
| 43             |                       |        |        | One Bedroom       | B7HC                     |             |
| TOTAL          | <hr/> <hr/>           |        |        |                   |                          | <hr/> <hr/> |

|   |   |                          |
|---|---|--------------------------|
| <b>CITY COUNCIL AGENDA</b>                |   | <b>DATE:</b>             |
| <b>SECTION:</b> Consent Calendar          |   | September 15, 2015       |
| <b>DEPARTMENT/DIVISION:</b>               | <b>ITEM DESCRIPTION: I.C. 14-5867</b>                                       | <b>ITEM NO.:</b> VIII.G. |
| Mary Krause<br>Public Works / Engineering | Reject Bids for the Waterford Road Area Sump Pump Collection System Project |                          |

**Requested Action**

Move to: Reject the bids for the Waterford Road Area Sump Pump Collection System Project.

**Synopsis**

Bids were received on Thursday, September 10, 2015 for the Waterford Road Area Sump Pump Collection System project. Five contractors received plans. Only two bids were received and are tabulated as follows:

|                              |              |
|------------------------------|--------------|
| Valley-Rich Company, Inc.    | \$242,062.00 |
| Minger Construction Co, Inc. | \$276,913.25 |

The low bid of the project is 35% above the estimated cost of the project. Staff will be reviewing options for rebidding of the project at a later date.

**Background Information**

This project consists of the installation of a sump pump collection system within the existing street. This project is a result of the I & I (Inflow & Infiltration) project as well as ongoing drainage issues in the neighborhood. This neighborhood has been determined to be a priority in regards to sump pump discharge issues. Similar projects in the Debbie Lane and Joseph Curve neighborhoods been successful thus far in resolving I & I issues. In addition to the sump pump collection system, existing curb and gutter will be removed and replaced in areas evaluated to be cracked, sunken or in disrepair in preparation for an upcoming mill and overlay.

Upon completion of this project, a mill and overlay project on the streets within the project area will be scheduled.

**Financial Implications**

Funding for this project will be through a combination of the Utility Wastewater Fund, Storm Water Management Fund and Pavement Management Fund.

**Attachments**

Bid Tab

**Waterford Road Area Sump Pump Collection System Project**  
**City of Eden Prairie I.C. #14-5867**

| NO. | DESCRIPTION                                     | EST. QTY.             | UNIT     | Minger Construction Company, Inc. |              | Valley-Rich Company, Inc. |              |
|-----|---|-----------------------|----------|-----------------------------------|--------------|---------------------------|--------------|
|     |   |                       |          | UNIT PRICE                        | TOTAL        | UNIT PRICE                | TOTAL        |
| 1   | Mobilization                                    | 1                     | Lump Sum | \$13,250.00                       | \$13,250.00  | \$5,600.00                | \$5,600.00   |
| 2   | Traffic Control                                 | 1                     | Lump Sum | \$3,000.00                        | \$3,000.00   | \$3,500.00                | \$3,500.00   |
| 3   | 6" Drainpipe - SDR 35 PVC SWR Perforated Pipe   | 1250                  | Lin. Ft. | \$33.00                           | \$41,250.00  | \$23.00                   | \$28,750.00  |
| 4   | 4" draintile (Nonperforated) SDR 26 PVC         | 150                   | Lin. Ft. | \$35.00                           | \$5,250.00   | \$15.00                   | \$2,250.00   |
| 5   | NDS 12" x 12" Drainbox 1200 with grate          | 11                    | Each     | \$350.00                          | \$3,850.00   | \$1,100.00                | \$12,100.00  |
| 6   | Filter Aggregate - MNDOT 3149.2H                | 140                   | Ton      | \$36.00                           | \$5,040.00   | \$40.00                   | \$5,600.00   |
| 7   | 6" Clean-out                                    | 6                     | Each     | \$325.00                          | \$1,950.00   | \$250.00                  | \$1,500.00   |
| 8   | Connect to Existing Catch Basin                 | 5                     | Each     | \$750.00                          | \$3,750.00   | \$750.00                  | \$3,750.00   |
| 9   | Remove Bituminous Pavement                      | 1000                  | Sq. Yd.  | \$13.25                           | \$13,250.00  | \$20.00                   | \$20,000.00  |
| 10  | Remove Concrete Curb & Gutter                   | 2170                  | Lin. Ft. | \$10.00                           | \$21,700.00  | \$8.00                    | \$17,360.00  |
| 11  | Bituminous Pavement - MNDOT SPNWB240B           | 800                   | Sq. Yd.  | \$45.50                           | \$36,400.00  | \$41.00                   | \$32,800.00  |
| 12  | Bituminous Driveways - MNDOT SPWEA230B          | 170                   | Sq. Yd.  | \$44.00                           | \$7,480.00   | \$41.00                   | \$6,970.00   |
| 13  | Mountable Concrete Curb & Gutter                | 2125                  | Lin. Ft. | \$44.75                           | \$95,093.75  | \$36.00                   | \$76,500.00  |
| 14  | Concrete Valley Gutter                          | 162                   | Lin. Ft. | \$44.75                           | \$7,249.50   | \$36.00                   | \$5,832.00   |
| 15  | Aggregate Base CL. 5 (100% crushed quarry rock) | 150                   | Ton      | \$45.00                           | \$6,750.00   | \$42.00                   | \$6,300.00   |
| 16  | Irrigation System Repair                        | 5                     | Each     | \$850.00                          | \$4,250.00   | \$400.00                  | \$2,000.00   |
| 17  | Premium Topsoil Borrow (LV)                     | 105                   | Cu. Yd.  | \$20.00                           | \$2,100.00   | \$50.00                   | \$5,250.00   |
| 18  | Hydroseed - MNDOT Seed Mix 25-151               | 750                   | Sq. Yd.  | \$2.80                            | \$2,100.00   | \$3.00                    | \$2,250.00   |
| 19  | Street Sweeping                                 | 10                    | Hour     | \$155.00                          | \$1,550.00   | \$150.00                  | \$1,500.00   |
| 20  | Curb Inlet Protection                           | 5                     | Each     | \$130.00                          | \$650.00     | \$250.00                  | \$1,250.00   |
| 21  | Biorolls  | 200                   | Lin. Ft. | \$5.00                            | \$1,000.00   | \$5.00                    | \$1,000.00   |
|     |   | <b>TOTAL BASE BID</b> |          |                                   | \$276,913.25 |                           | \$242,062.00 |

|   |   |                          |
|---|---|--------------------------|
| <b>CITY COUNCIL AGENDA</b>  |   | <b>DATE:</b>             |
| <b>SECTION:</b> Consent Calendar  |   | September 15, 2015       |
| <b>DEPARTMENT/DIVISION:</b><br>Randy Newton<br>Public Works / Engineering | <b>ITEM DESCRIPTION: 15-5907</b><br>Award Contract for Painting Bridge Fascia Beams | <b>ITEM NO.:</b> VIII.H. |

**Requested Action**

Move to: Award the Contract for Painting Bridge Fascia Beams to Rainbow Inc.

**Synopsis**

The City requested quotes for the painting bridge fascia beams. One quote for the project was received from Rainbow Inc. in the amount of \$54,276, which is 14% above the preliminary estimate. Staff has reviewed the quote and recommends awarding the contract for the project to Rainbow Inc. in the amount of \$54,276.

**Background Information**

In an effort to better the appearance of bridges along the highly traveled TH 212 corridor through Eden Prairie, City staff reached out to MnDOT earlier this year to partner on a repainting project. Ultimately MnDOT agreed to fund 50% of the project costs up to a maximum contribution of \$30,000. The City Council approved a work order with MnDOT on June 16 which specifies the requirements of each party and MnDOT’s financial contribution to the project. The work order indicates the City will be responsible for completing work by December 31, 2015.

The plans for the project have since been completed and quotes from the two contractors that perform this type of work were requested. One of the contractors chose not to submit a quote due to their current workload. A single quote was received from Rainbow Inc. Staff has reviewed the quote in comparison to an initial project cost estimate and preliminary quotes that were received earlier in the year and determined that the quote is reasonable given the project requirements and timeline.

The painting of bridge fascia beams project is the result of a staff generated list of bridges within the City, which ranks them in order of appearance based on visibility and condition of fascia beam color. Four of the lowest ranked bridges are on the Highway 212 corridor. Those bridges include are 494 over 212, Prairie Center Drive over 212, Mitchell Road over 212 and TH 5 westbound over Wallace Road. This corridor, when built, adhered to an aesthetic guideline that included green railing, green fascia beams and other concrete rustication effects. Of these aesthetic features, the green fascia beams have received the most scrutiny due to their discoloration and fading since the bridges were built. This project includes repainting those four bridges fascia beams.

## **Financial Implications**

The proposed quote for the bridge painting is \$54,276. MnDOT has agreed to pay 50% of the costs not to exceed \$30,000. The City portion of the project has been identified within the Community Development budget for bridge aesthetic improvements.

## **Attachments**

Contract

FORM OF CONTRACT

THIS AGREEMENT, made and executed this 15 day of September 2015, by and between City of Eden Prairie hereinafter referred to as the "CITY", and Rainbow Inc. hereinafter referred to as the "CONTRACTOR",

WITNESSETH:

CITY AND CONTRACTOR, for the consideration hereinafter stated, agree as follows:

- I. CONTRACTOR hereby covenants and agrees to perform and execute all the provisions of the Plans and Specifications prepared by the Public Works Department referred to in Paragraph IV, as provided by the CITY for:

I.C. # 15-5907 - PAINTING BRIDGE NOS. 27147, 27148, 27144, 27V09 & 27V10

CONTRACTOR further agrees to do everything required by this Agreement and the Contract Document.

- II. CITY agrees to pay and CONTRACTOR agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the Proposal Form attached hereto which prices conform to those in the accepted CONTRACTOR'S proposal on file in the office of the City Engineer. The aggregate sum of such prices, based on estimated required quantities is estimated to be \$ \$54,276.00.

- III. Payments to CONTRACTOR by City shall be made as provided in the Contract Documents.

- IV. The Contract Documents consist of the following component parts:

(1) Legal and Procedural Documents

- a. Advertisement for Bids
- b. Instruction to Bidders
- c. Accepted Proposal
- d. Contract Agreement
- e. Contractor's Performance Bond
- f. Contractor's Payment Bond

(2) Special Conditions

(3) Detail Specifications

(4) General Conditions

- (5) Plans
- (6) Addenda and Supplemental Agreements

The Contract Documents are hereby incorporated with this Agreement and are as much a part of this Agreement as if fully set forth herein. This Agreement and the Contract Documents are the Contract.

V. CONTRACTOR agrees to fully and satisfactorily complete the work contemplated by this Agreement in accordance with the following schedule:

or in accordance with the Contract Documents.

VI. This Agreement shall be executed in two (2) copies.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals as of the date first above written.

In Presence Of:

CITY OF EDEN PRAIRIE, MN.

\_\_\_\_\_

By \_\_\_\_\_  
Its City Mayor

\_\_\_\_\_

And \_\_\_\_\_  
Its City Manager

CONTRACTOR

In Presence Of:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Title

\_\_\_\_\_

And \_\_\_\_\_  
Title

## PROPOSAL FORM

I.C. 15-5907

The undersigned has examined and understands the attached specifications and hereby proposes to furnish all equipment and materials required for the special surface finish of the identified bridge fascia beams in accordance with said specifications at the unit price listed below:

| Item No. | Item Description    | Unit | Quantities   | Unit Price  | Total Amount       |
|----------|---------------------|------|--------------|-------------|--------------------|
| 2021.501 | MOBILIZATION        | LS   | 1            | \$2,500.00  | \$2,500.00         |
| 2433.618 | PAINT CONCRETE BEAM | SF   | 14,888       | \$2.00      | \$29,776.00        |
| 2563.601 | TRAFFIC CONTROL     | LS   | 1            | \$22,000.00 | \$22,000.00        |
|          |                     |      | <b>TOTAL</b> |             | <b>\$54,276.00</b> |

The undersigned declares that he/she has the proper equipment to perform the work as specified herein and further agrees that failure to provide such equipment may be grounds for cancellation of this contract.

RAINBOW, INC.  
FIRM

7324 36<sup>TH</sup> AVE. NO.  
Address

*Mike DeBelle*  
Authorized Signature

MPLS. MN 55427  
City State Zip

*Indusrean Div. mgr*  
Title

736-535-4041  
Telephone No.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_



|   |   |                          |
|---|---|--------------------------|
| <b>CITY COUNCIL AGENDA</b>  |   | <b>DATE:</b>             |
| <b>SECTION:</b> Consent Calendar  |   | September 15, 2015       |
| <b>DEPARTMENT/DIVISION:</b><br>Jim Richardson<br>Public Works / Engineering | <b>ITEM DESCRIPTION:</b><br>Adopt Resolution Declaring Costs to be Assessed and Ordering Preparation of 2015 Special Assessment Roll and Setting Hearing Date | <b>ITEM NO.:</b> VIII.I. |

### **Requested Action**

Move to: Adopt resolution declaring costs to be assessed and ordering preparation of 2015 Special Assessment Hearing rolls and setting Hearing date.

### **Synopsis**

A Special Assessment Hearing is conducted annually in late October or early November. The assessments levied are for projects which have reached the point of substantial completion since the previous hearing. This process is conducted in accordance with State Statutes and procedure developed with the assistance of the City Attorney.

### **Attachments**

- Resolution
- Exhibit A - 2015 Special Assessments

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

**RESOLUTION NO. 2015-**

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING  
PREPARATION OF 2015 SPECIAL ASSESSMENT ROLLS AND  
SETTING HEARING DATE**

**WHEREAS**, contracts have been let for the following listed improvements and the total project costs, including expenses incurred, or to be incurred and the City's share, exclusive of that assignable to City Property, are established as shown on the attached Exhibit A.

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

1. The costs of such improvements to be specially assessed are hereby declared to be those as set forth in Exhibit A.
2. The City Clerk with the assistance of the City Engineer shall forthwith calculate the proper amount to be assessed for each improvement against every assessable lot, piece or parcel of land within the district affected without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in the office of the City Engineer for public inspection.
3. A hearing shall be held on the 20th day of October, 2015, at the Eden Prairie City Center, 8080 Mitchell Road, at 7:00 p.m., to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessments.
4. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing. The Clerk shall also cause mailed notice to be given to the owner of the record of each parcel described in the assessment roll not less than two weeks prior to the hearing.

**ADOPTED** by the Eden Prairie City Council on September 15, 2015.

\_\_\_\_\_  
Nancy Tyra-Lukens, Mayor

ATTEST:

SEAL

\_\_\_\_\_  
Kathleen Porta, City Clerk

**EXHIBIT A**

**2015 SPECIAL ASSESSMENTS  
September 15, 2015**

| <b>Projects</b>      |   | <b>Total Cost</b>      | <b>City Funds</b>     | <b>Amt to be Assessed</b> |
|----------------------|---|------------------------|-----------------------|---------------------------|
| I.C. 01-5537         | Eden Prairie Road Improvements South of Riley Creek | \$3,610,000.00         | \$110,000.00          | \$3,500,000.00            |
| I.C. 11-5799         | Shady Oak Road Phase I Improvements                 | \$1,266,284.70         | \$0.00                | \$1,266,284.70            |
| I.C. 11-5800         | Shady Oak Road Phase II Improvements                | \$10,150,000.00        | \$4,500,000.00        | \$5,650,000.00            |
| I.C. 01-5537         | West 70th Street Extension                          | \$1,800,000.00         | \$130,000.00          | \$1,670,000.00            |
| <b>Supplementals</b> |   |                        |                       |                           |
|                      | Trunk Sewer & Water                                 | \$63,005.30            | \$0.00                | \$63,005.30               |
|                      | Connection Fees                                     | \$19,445.00            | \$0.00                | \$19,445.00               |
|                      | Tree Contracted Removal                             | \$8,000.00             | \$0.00                | \$8,000.00                |
|                      | Tall Grass/Weed Contracted Removal                  | \$1,000.00             | \$0.00                | \$1,000.00                |
|                      |   | <b>\$16,917,735.00</b> | <b>\$4,700,000.00</b> | <b>\$12,177,735.00</b>    |

|  |  |                                    |
|--|--|------------------------------------|
| <b>CITY COUNCIL AGENDA</b>                                   |  | <b>DATE:</b><br>September 15, 2015 |
| <b>SECTION:</b> Consent Calendar                             |  |                                    |
| <b>DEPARTMENT/DIVISION:</b><br><br>Aditi Salunke, IT Manager | <b>ITEM DESCRIPTION:</b><br>Approve Switch Replacements for Fire Station 4<br>Public Works and the Water Plant | <b>ITEM NO.:</b> VIII.J.           |

**Requested Action**

Move to: Approve quote for \$27,626.69 and authorize LOGIS to replace network equipment at Fire Station 4, Public Works and the Water Plant.

**Synopsis**

In order to prepare for expanded network traffic and continuity, switches need to be upgraded. LOGIS has quoted the costs associated with these upgrades including hardware and installation costs.

**Background Information**

Switches at these locations have not been replaced since 2009. Upgrading these switches will help ensure integrity of our network.

**Attachments**

LOGIS Quote

| Edin Prairie 2015 Switches             |                      |  |            |                     |          |                |                | Totals          |
|--|----------------------|--|------------|---------------------|----------|----------------|----------------|-----------------|
| Qty                                    | Part #               | Description  | List Price | Extended List Price | Discount | Customer Price | Extended Price | 29,353.75       |
| <b>Fire 4</b>                          |                      |  |            |                     |          |                |                | <b>6,158.50</b> |
| 1                                      | WS-C3650-48PD-S      | Cisco Catalyst 3650 48 Port PoE 2x10G Uplink IP Base                       | 10,900.00  | 10,900.00           | 43.50%   | 6,158.50       | 6,158.50       |                 |
| 1                                      | S3650UK9-33SE        | CAT3650 Universal k9 image   | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | PWR-C2-640WAC        | 640W AC Config 2 Power Supply  | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | CAB-TA-NA            | North America AC Type A Power Cable  | -          | -                   | 43.50%   | -              | -              |                 |
|  |                      |  |            |                     | 20.00%   | -              | -              |                 |
| <b>Water Plant - 1</b>                 |                      |  |            |                     |          |                |                | <b>6,158.50</b> |
| 1                                      | WS-C3650-48PD-S      | Cisco Catalyst 3650 48 Port PoE 2x10G Uplink IP Base                       | 10,900.00  | 10,900.00           | 43.50%   | 6,158.50       | 6,158.50       |                 |
| 1                                      | S3650UK9-33SE        | CAT3650 Universal k9 image   | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | PWR-C2-640WAC        | 640W AC Config 2 Power Supply  | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | CAB-TA-NA            | North America AC Type A Power Cable  | -          | -                   | 20.00%   | -              | -              |                 |
| <b>Water Plant - 2</b>                 |                      |  |            |                     |          |                |                | <b>8,249.00</b> |
| 1                                      | WS-C3650-48PD-S      | Cisco Catalyst 3650 48 Port PoE 2x10G Uplink IP Base                       | 10,900.00  | 10,900.00           | 43.50%   | 6,158.50       | 6,158.50       |                 |
| 1                                      | S3650UK9-33SE        | CAT3650 Universal k9 image   | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | PWR-C2-640WAC        | 640W AC Config 2 Power Supply  | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | CAB-TA-NA            | North America AC Type A Power Cable  | -          | -                   | 20.00%   | -              | -              |                 |
| 2                                      | C3650-STACK-KIT=     | Cisco Catalyst 3650 Stack Module Spare                                     | 1,650.00   | 3,300.00            | 43.50%   | 932.25         | 1,864.50       |                 |
| 2                                      | STACK-T2-1M=         | 1M Type 2 Stacking Cable Spare   | 200.00     | 400.00              | 43.50%   | 113.00         | 226.00         |                 |
| <b>Public Works - 1</b>                |                      |  |            |                     |          |                |                | <b>7,203.75</b> |
| 1                                      | WS-C3650-48PD-S      | Cisco Catalyst 3650 48 Port PoE 2x10G Uplink IP Base                       | 10,900.00  | 10,900.00           | 43.50%   | 6,158.50       | 6,158.50       |                 |
| 1                                      | S3650UK9-33SE        | CAT3650 Universal k9 image   | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | PWR-C2-640WAC        | 640W AC Config 2 Power Supply  | -          | -                   | 43.50%   | -              | -              |                 |
| 1                                      | CAB-TA-NA            | North America AC Type A Power Cable  | -          | -                   | 20.00%   | -              | -              |                 |
| 1                                      | C3650-STACK-KIT=     | Cisco Catalyst 3650 Stack Module Spare                                     | 1,650.00   | 1,650.00            | 43.50%   | 932.25         | 932.25         |                 |
| 1                                      | STACK-T2-1M=         | 1M Type 2 Stacking Cable Spare   | 200.00     | 200.00              | 43.50%   | 113.00         | 113.00         |                 |
| <b>Miscellaneous</b>                   |                      |  |            |                     |          |                |                | <b>0.00</b>     |
| 0                                      | GLC-SX-MM=           | GE SFP, LC connector SX transceiver  | \$198.00   | -                   | 0.00%    | 198.00         | -              |                 |
| 0                                      | GLC-LH-SM=           | GE SFP,LC connector LX/LH transceiver                                      | \$429.00   | -                   | 0.00%    | 429.00         | -              |                 |
| 0                                      | GLC-ZX-SM            | GE SFP, LC connector ZX transceiver  | \$2,496.00 | -                   | 0.00%    | 2,496.00       | -              |                 |
| 0                                      | GLC-T                | GE SFP, 1000Base-T copper  | \$244.00   | -                   | 0.00%    | 244.00         | -              |                 |
| 0                                      | SFP-10G-SR           | 10GBASE-SR SFP Module 300m   | 1,495.00   | -                   | 43.50%   | 844.68         | -              |                 |
| 0                                      | SFP-10G-LR           | 10GBASE-LR SFP Module 10km   | 3,995.00   | -                   | 43.50%   | 2,257.18       | -              |                 |
| 0                                      | SFP-10G-ER           | 10GBASE-ER SFP Module 40km   | 10,000.00  | -                   | 43.50%   | 5,650.00       | -              |                 |
| 0                                      | SFP-10G-ZR*          | 10GBASE-ZR SFP Module 80km *limited switches                               | 16,000.00  | -                   | 43.50%   | 9,040.00       | -              |                 |
| 0                                      | SM fiber patch cable | Single Mode SC-LC DPLX fiber patch cable 2 meters                          | 15.00      | -                   | 0.00%    | 15.00          | -              |                 |
| 0                                      | SM fiber patch cable | Single Mode SC-LC DPLX fiber patch cable 3 meters                          | \$16.00    | -                   | 0.00%    | 16.00          | -              |                 |
| 0                                      | SM fiber patch cable | Single mode APC/SC to LC duplex fiber patch cable 3 meters                 | \$50.00    | -                   | 0.00%    | 50.00          | -              |                 |
| <b>Network Services labor estimate</b> |                      |  |            |                     |          |                |                | <b>1,584.00</b> |
| 16                                     | Network Services     | Network Services Labor for switch configuration, installation, and testing | \$99.00    | 1,584.00            | 0.00%    | 99.00          | 1,584.00       |                 |
|  |                      | Total cost per detail  |            |                     |          |                | 29,353.75      |                 |
|  |                      | Less additional Cisco Discount   |            |                     |          |                | (3,194.75)     |                 |
|  |                      | Contingency  |            |                     |          | 5%             | 1,467.69       |                 |
|  |                      | Grand Total. (Does not include sales tax.)                                 |            |                     |          |                | 27,626.69      |                 |

|  |  |                          |
|--|--|--------------------------|
| <b>CITY COUNCIL AGENDA</b>   |  | <b>DATE:</b>             |
| SECTION: Consent Calendar  |  | September 15, 2015       |
| <b>DEPARTMENT/DIVISION:</b>  | <b>ITEM DESCRIPTION:</b>   | <b>ITEM NO.:</b> VIII.K. |
| Matt Bourne, Parks and Natural Resources Manager, Parks and Recreation | Approve the Contract for the Purchase of Playground Equipment for Camp Eden Wood (Glen Lake Children's Camp) |                          |

**Motion**

Move to: Approve the contract for the purchase of playground equipment for Camp Eden Wood to St. Croix Recreation at a cost not to exceed \$80,000.00 and subject to the authorization of the Certificate of Appropriateness for Glenn Lake Children's Camp.

**Synopsis**

The City of Eden Prairie, in conjunction with True Friends, requested proposals for a new playground design and equipment at Camp Eden Wood. St. Croix Receptions design was chosen from a group of six playground vendors. The proposal for the project total was to not exceed cost of \$80,000.00.

**Background**

In early 1980's, the City of Eden Prairie received land from Hennepin County with the understanding that it would be used for children with disabilities. On January 1, 1984 a lease agreement between the City of Eden Prairie and ARC of Hennepin County was signed. On December 20, 1994 the lease was assigned from Hennepin County to Friendship Ventures, Inc. In June of 2007, a Master Plan for Eden Wood Center was submitted for State Capital Bonding Bill for major improvements to the site. The bonding was not passed. With the Master Plan in mind, Randy Boser with True Friends formerly Friendship Ventures, came to the City of Eden Prairie with a Grant from Hennepin County and Donation from CH Robinson totaling \$80,000 with the idea of putting up a new all-inclusive playground for their clients at the Camp Eden Wood site. Following the Heritage Preservation Committee's approval of the Certificate of Appropriateness, The City of Eden Prairie will place the order the playground equipment from St. Croix Recreation. The City of Eden Prairie had six playground vendors submit initial designs and True Friends was able to narrow it down to two vendors after the first revision. Based on True Friends clients' needs and the narrow site, St. Croix Receptions final design was chosen as best fit and design.

**Recommendation**

The proposal from St. Croix Recreation is in line with our estimate and staff recommends approval of this Contract.

**Attachment**

- Contract
- Scope of Service Proposal

## Standard Purchasing Contract

This Contract ("Contract") is made on the 15<sup>th</sup> day of September, 2015, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and St. Croix Recreation a Minnesota Company (hereinafter "Vendor") whose business address is 329 East Lake Street, Waconia, Minnesota 55387

### 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 Playground design and equipment for Camp Eden Wood Playground, 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 December 1, 2015.
3. **Compensation for Services.** City agrees to pay the Vendor a fixed sum not to exceed \$80,000.00 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 Bill Livingston 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.
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 the event of a breach of this Contract by the City, Vendor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
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: \_\_\_\_\_

# EXHIBIT A

## PROPOSAL

TO: Parks Construction Supervisor  
 15150 Technology Drive  
 Eden Prairie, MN. 55344  
 ATTN: Bill Olmschenk  
 PHONE: 952-949-8533  
 FAX:  
 DATE: July, 2015  
 PROJECT: Camp Edenwood Playground  
 Revision Three

FROM: St Croix Recreation  
 329 East Lake Street  
 Waconia, Mn. 55387  
 PHONE: 952-442-1820  
 FAX: 952-442-4439  
 REFERENCE:  
 TERMS: Net 30 days

| QUANTITY  | DESCRIPTION  | PRICE EACH   | TOTAL           |
|-----------|--|--------------|-----------------|
| Lump Sum  | Area One:Nucleus Play System With Ramping<br>5" Posts With Ground Level Activities                   |              | \$51,012        |
| Lump Sum  | Area Two: Independent Area With 2 Belt Seats, One Tot<br>Seat, And One ADA Seat Four Spinning Events |              | \$24,899        |
| 1         | ECN2000SM Full Net 20' Height  |              | \$11,730        |
|           | See Itemized Lists For Components<br>Net By Elephant Play Equipment By BCI Burke Co.                 |              |                 |
| 300 Cu Yd | Engineered Wood Fiber Delivered Complies With<br>ASTM F-1292 & ASTM F-2075                           |              | \$7,272         |
| 4 Days    | Supervised Installation  |              | \$2,500         |
|           | Grant From BCI Burke   |              | (\$20,901)      |
|           | <b>NOTE: This quotation is valid for 30 days.</b>  | SUBTOTAL     | \$76,512        |
|           | <b>Please call for confirmation after that date.</b>   | SALES TAX    | Exempt          |
|           | <b>Prices are NOT based on prevailing wages.</b>   | FREIGHT      | \$3,488         |
|           |  | INSTALLATION | See Above       |
|           | <b>Do you need a 24-hour call prior to delivery notice? <u>  </u> Yes <u>  </u> No</b>               | <b>TOTAL</b> | <b>\$80,000</b> |

**DISCLAIMER FOR UNKNOWN CONDITIONS:** The following disclaimer applies only when installation is quoted.

This quotation is based on the area being free of all debris such as, but not limited to the following: \*Concrete footings or blocks of any type. \*Bedrock or rocky conditions of any type. \*Tree stumps, trees, cans, bottles, metal or any other debris. \*Utilities requiring any holes to be dug by hand. \*If area is not accessible to a bobcat and other equipment necessary for installation. \*If water exists in site area or footings after they are dug. \*Or any other unknown conditions not listed or visible.

FOB Factory

Shipment approx. after receipt of order.

Signed by:

  
 Bill Livingston

**STRUCTURE AREA**  
ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

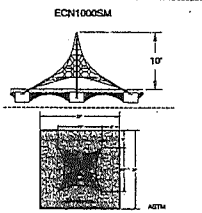
|   |    |           |    |       |   |
|---|----|-----------|----|-------|---|
| NUMBER OF PLAY EVENTS:  | 19 | PROVIDED: | 19 | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS:                                       | 13 | PROVIDED: | 13 | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:                    | 8  | PROVIDED: | 8  | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:         | 10 | PROVIDED: | 10 | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM: | 18 | PROVIDED: | 18 | RECD: | 0 |
| NUMBER OF GROUND LEVEL PLAY EVENTS:                                   | 1  | PROVIDED: | 1  | RECD: | 0 |
| NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:                          | 7  | PROVIDED: | 7  | RECD: | 0 |

**INDEPENDENTS**  
ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

|   |    |           |    |       |   |
|---|----|-----------|----|-------|---|
| NUMBER OF PLAY EVENTS:  | 10 | PROVIDED: | 10 | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS:                                       | 1  | PROVIDED: | 1  | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:                    | 1  | PROVIDED: | 1  | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:         | 1  | PROVIDED: | 1  | RECD: | 0 |
| NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM: | 2  | PROVIDED: | 2  | RECD: | 0 |
| NUMBER OF GROUND LEVEL PLAY EVENTS:                                   | 9  | PROVIDED: | 9  | RECD: | 0 |
| NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:                          | 4  | PROVIDED: | 4  | RECD: | 0 |

**NET AREA**

|                 |                         |
|-----------------|-------------------------|
| Model:          | Mini-Net<br>(ECN1000SM) |
| Best age fit:   | 6-12                    |
| Capacity:       | 15                      |
| Height:         | 10'                     |
| Min. Area Req.: | 27' x 27'               |
| Fall height:    | 6'                      |
| Movement:       | Static                  |

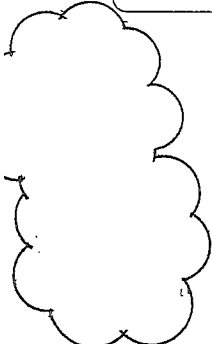
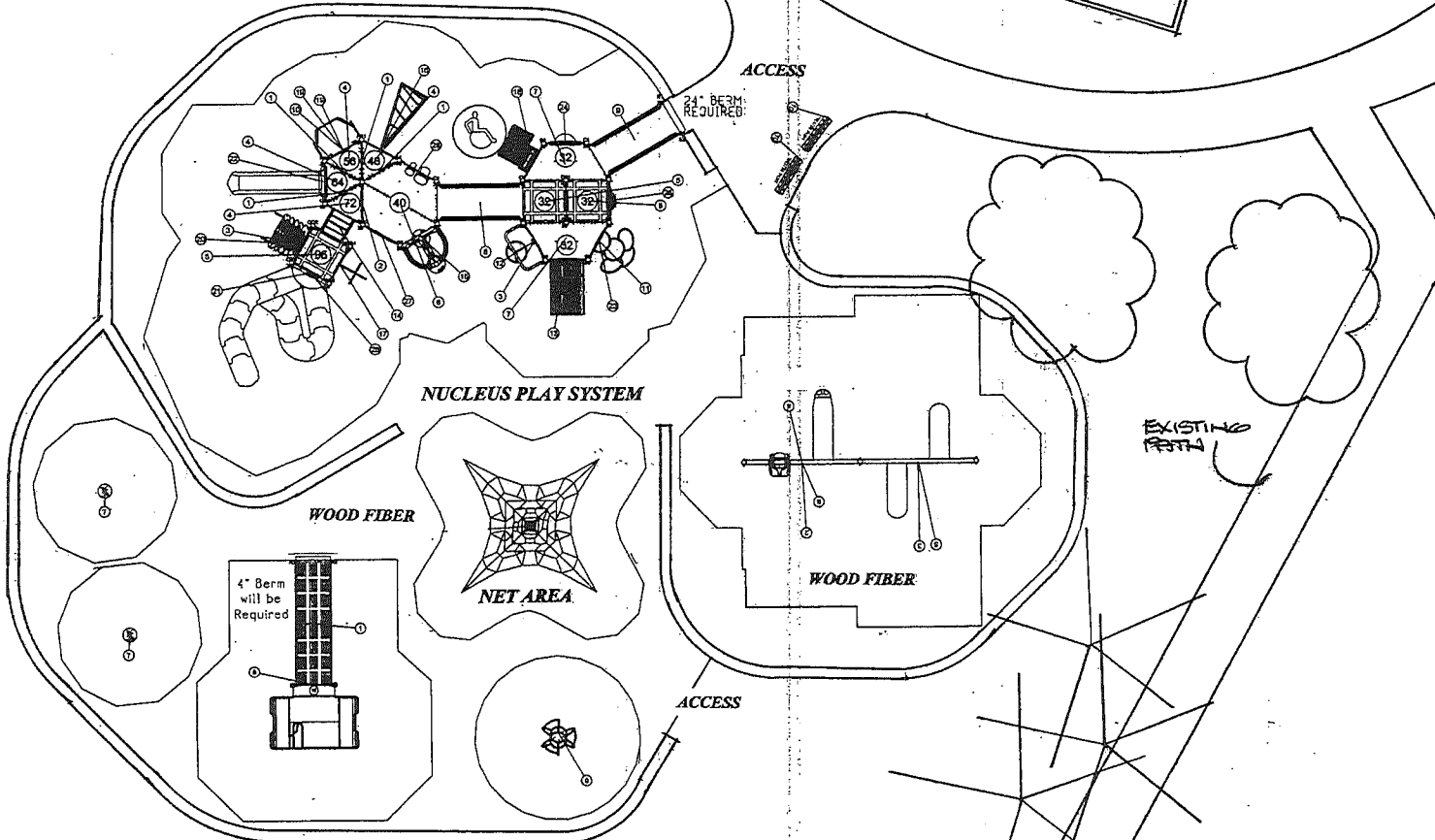


**STRUCTURE**

| ITEM | COMP.    | DESCRIPTION                     |
|------|----------|---------------------------------|
| 1    | 200-0000 | 1/2" RIBBON EXTRUSION RAMP W/ G |
| 2    | 300-0000 | SINGLE POST BRUSH ASSURANCE     |
| 3    | 300-0000 | SINGLE POST BRUSH ACCION II     |
| 4    | 300-0000 | TOT. SEAT, 2" x 8" PERFOR. SLUG |
| 5    | 300-0171 | POST, GREAT, 4" DIA, STD. CHAIR |
| 6    | 300-0171 | PERFOR. BRUSH, SEAT, 2" x 8"    |
| 7    | 300-0000 | SINGLE TRUSS BRUSHING           |
| 8    | 300-0000 | CONCRETE WALL PLANTER           |
| 9    | 300-0000 | CONCRETE                        |
| 10   | 300-0000 | TRUSSER PLANT CENTER            |

**INDEPENDENTS**

| ITEM | COMP.    | DESCRIPTION                     |
|------|----------|---------------------------------|
| 1    | 200-0000 | 1/2" RIBBON EXTRUSION RAMP W/ G |
| 2    | 300-0000 | SINGLE POST BRUSH ASSURANCE     |
| 3    | 300-0000 | SINGLE POST BRUSH ACCION II     |
| 4    | 300-0000 | TOT. SEAT, 2" x 8" PERFOR. SLUG |
| 5    | 300-0171 | POST, GREAT, 4" DIA, STD. CHAIR |
| 6    | 300-0171 | PERFOR. BRUSH, SEAT, 2" x 8"    |
| 7    | 300-0000 | SINGLE TRUSS BRUSHING           |
| 8    | 300-0000 | CONCRETE WALL PLANTER           |
| 9    | 300-0000 | CONCRETE                        |
| 10   | 300-0000 | TRUSSER PLANT CENTER            |



**INFORMATION**  
MINIMUM FALL ZONE  
SURFACED WITH  
RESILIENT MATERIAL  
AREA

**PERIMETER**

**STRUCTURE SIZE**

STRUCTURE IS DESIGNED  
FOR CHILDREN AGES:

6-23 MONTH OLDS

2-5 YEAR OLDS

5-12 YEAR OLDS

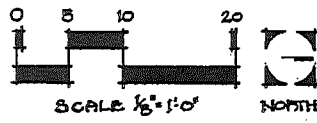
13+ YEAR OLDS

The play components identified in this plan are IPARME certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit [www.iparme.org](http://www.iparme.org)

The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

The use and layout of play components identified in this plan conform to the CPSC guidelines.

**USER CAPACITY: 165**  
**TOTAL NUMBER OF PLAY EVENTS: 26**



**Title:** CAMP EDENWOOD  
**Location:** Eden Prairie, Minnesota  
**Date:** June, 2015  
**Drawn By:** [Signature]

**WARNING!**  
ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.  
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.  
PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

|   |  |                          |
|---|--|--------------------------|
| <b>CITY COUNCIL AGENDA</b>                        |  | <b>DATE:</b>             |
| SECTION: Consent Calendar                         |  | September 15, 2015       |
| <b>DEPARTMENT/DIVISION:</b>                       | <b>ITEM DESCRIPTION:</b>   | <b>ITEM NO.:</b> VIII.L. |
| Jay Lotthammer, Director,<br>Parks and Recreation | Agreement with Ice Castles LLC to provide<br>an Ice Castle attraction at Miller Park |                          |

**Motion**

Move to: Approve agreement with Ice Castles LLC to provide an ice castle attraction at Miller Park.

**Synopsis**

Over 80,000 people attend the ice castle at Miller Park during the 2014-15 season. Staff has met with Ice Castles staff to determine any improvements or additions that would need to occur. In addition to increased revenue to the City, Ice Castles draws visitors from around the state. To alleviate congestion on popular days, timed ticketing will be implemented to lessen peak attendance.

Staff has worked with the City Attorney to construct a Use Agreement that outlines the terms of use and insures proper insurance and indemnification. The base fee that has been negotiated is \$3,500 / month. In addition to the base fee, an additional \$3,000 for each 10,000 visitors exceeding 40,000 will be collected. In addition, the costs of all water will be paid by Ice Castles LLC. An estimated 70,000 – 100,000 people from Eden Prairie and around the region are expected to visit the attraction.

**Background**

Built by hand and made from ice; this winter amenity includes carved walking paths that lead visitors through towering glacial formations, caverns, archways, and maze-like tunnels. Visitors experience vivid glacial hues by day and nightly displays of illuminated ice. Tickets are purchased and fees are collected by Ice Castles LLC.

Some of the locations where this amenity has occurred in the past are: Breckenridge, Colorado; Lincoln, New Hampshire and Midway, Utah. The Ice Castles are outdoors and are made entirely of ice and snow, including the walking surfaces inside the Ice Castle.

To construct this amenity, Ice Castles staff starts by “growing” more than 5,000 icicles each day that they harvest and sculpt together. Newly placed icicles are then drenched in freezing water. The blend of icicle placement, changing temperatures, water volume, and wind result in an astonishing variety of ice formations. They repeat this process once or twice a day, depending on temperatures and after a few weeks of growth they can create very large towers, tunnels, archways, caves, caverns, and safe pathways for pedestrian exploration. Continued development of the structures throughout the winter results in an evolving ice masterpiece.

**Attachments**

Agreement

## USE AGREEMENT

This Use Agreement (“Agreement”) is entered into as of this 15th day of September, 2015, by Ice Castles, LLC, a limited liability company registered in the State of Utah, licensed to do business in Minnesota, hereinafter referred to as “User” and the City of Eden Prairie, a Minnesota municipal corporation hereinafter referred to as “City.”

WHEREAS, City is the owner of certain land in Eden Prairie, Minnesota known as Miller Park more particularly described in Exhibit A attached hereto and made a part hereof, together with certain improvements thereon (collectively the “Premises”);

WHEREAS, User constructs, maintains and operates castle like structures made of water pipes, snow and ice with walking paths inside (“Ice Castles”). User charges visitors a fee to visit the Ice Castles.

WHEREAS, User desires to use the Premises to construct, maintain and operate an Ice Castle in the City upon the terms and conditions set forth herein.

WHEREAS, City is willing to allow User to construct, maintain and operate an Ice Castle on the Premises in exchange for a share of the revenue and User’s compliance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises herein recited and the covenants, conditions and agreements set forth herein User and City agree as follows:

1. USE. City hereby permits User to construct, maintain and operate an Ice Castle on the Premises, for the Term and upon the conditions hereinafter provided.
2. TERM OF USE. User shall be permitted to use the Premises from October 1, 2015 through April 30, 2016. (“Term”).
3. COMPENSATION. User shall pay to the City the following amounts for use of the Premises:

3.1. Base Fee: A base monthly fee (“Base Fee”) shall be due as follows:

| <b>Amount Due:</b> | <b>Due Date:</b>  |
|--------------------|-------------------|
| \$3,500            | January 15, 2016  |
| \$3,500            | February 15, 2016 |
| \$3,500            | March 15, 2016    |
| \$3,500            | April 15, 2016    |

3.2. Attendance Fee: In addition to the Base Fee, User shall pay to City an additional \$3,000.00 for each 10,000 visitors exceeding 40,000 (“Additional Fee”). On April 15, 2016 User shall provide to City the attendance records and payment of the Additional Fee and Water Charges.

- 3.3. **Water Charges:** In addition to the Base Fee and Additional Attendance Fee, User shall pay the bulk water rate of \$2.00 per 1,000 gallons.
4. **USE OF PREMISES.** User shall use the Premises only for the construction, maintenance and operation of one Ice Castle. User shall have exclusive use of the Premises throughout the Term of this Agreement. User may only permit visitors on the Premises during the following hours: Monday through Sunday from 8:00am – 10:30pm.
5. **ACCESS; SNOW PLOWING.** User shall be responsible for providing access to the Premises during User's operations. A City street crosses through the Premises and a City parking lot is situated on the Premises. City does plow the City street consistent with the City's standard snow plowing policy along with the parking lot immediately in front of the Ice Castle and Pay Structure. City does not make any warranty or guaranty that the street or parking lot will be plowed at any given time to allow User to operate on the Premises and its guests and invitees to access the Premises. User may plow or arrange for plowing the Premises and/or the parking lot and other parking lots within the park. If User plows or arranges for plowing any portion of the parking lot, User shall repair any damage done to the Premises or any other City property as provided in paragraph 17. The appropriate use of warning signs, rubber mats and roughing of the ice shall be used to address slippery conditions.
6. **ACCESSIBILITY.** User shall comply with all applicable federal, state and local accessibility requirements to ensure access to the Premises and Ice Castle by all persons.
7. **SECURITY DEPOSIT.** Upon execution of this Agreement, User shall pay to the City a security deposit in the amount of \$5,000. The City shall retain the security deposit and may apply the security deposit to any obligations of User under this Agreement including but not limited to damage to Premises or payments due herein. City shall refund any unused portion of the security deposit to User within 60 days of the termination of this Agreement. If City does not return the full deposit amount City shall provide to User an itemized accounting of any amounts withheld, within 60 days of the termination of this Agreement. The City shall retain any interest earned on the security deposit.
8. **CONDITION OF PREMISES.** The Premises is not designed for the use provided for herein. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to the suitability of the Premises for use as an Ice Castle nor for the condition of the Premises. The taking of possession of the Premises by User shall be conclusive evidence that User accepts the Premises "as is ". In no event shall City be liable for any defect in the Premises.
9. **MAINTENANCE OF PREMISES.** User shall keep and maintain the Premises and all improvements in a safe, sanitary, and orderly condition, in good repair, and shall restore and yield the same back to City upon the termination of this Agreement in such condition and repair as shall exist at the commencement of this Agreement. User shall not damage or cause waste to the Premises and shall maintain all areas of the Premises in a safe, sanitary,

functional and orderly condition at all times, free of refuse and objectionable noises, odors or nuisances.

10. SUPERVISION. User shall be responsible for providing all supervision of User's employees, agents and visitors on the Premises. User shall be responsible for ensuring that all employees, agents and visitors, while using the Premises, follow any and all federal, state and local laws, regulations, ordinances and policies. In addition, User shall be responsible for the safety and behavior of all employees, agents and visitors including but not limited to safety, noise, and objectionable actions.
11. FOOD. User may provide food but all food service must be approved by the Hennepin County Health Department and any applicable County permit must be obtained and a copy provided to the City.
12. SIGNS. User may place signage on the Premises for advertising and directions. All signage must be in compliance with the City Code and ordinances, and be approved in advance by the Parks and Recreation Director.
13. ALTERATION OR IMPROVEMENT; LIENS. All structures and equipment installed on the Premises shall be approved in advance by the City and User shall obtain any required permits or licenses, including building permits, necessary for such structures or equipment. Any alterations, additions and improvements which may be made or installed by User shall be removed from the Premises upon the earlier of termination of this Agreement if the Agreement is terminated prior to the end of the Term, or April 30, 2016. If User fails to remove any alterations, additions, improvements, equipment or personal property upon termination of this Agreement, City may remove and dispose of such items in City's sole discretion and use the Security Deposit to reimburse itself for all such costs. If the Security Deposit is not sufficient to pay such costs, City shall invoice User for the costs in excess of the Security Deposit and User shall pay such invoice within 15 days of receipt. User covenants and agrees to keep the Premises and improvements situated thereon free and clear of any and all liens in any way arising out of the use thereof by User and will defend and indemnify and save City harmless from any and all such liens which may arise by reason of alterations or improvements made by User. If any mechanic's lien is filed against any part of the Premises for work claimed to have been done for, or materials claimed to have been furnished to, User, such mechanic's lien shall be discharged by User within ten days thereafter, at User's sole cost and expense, by the payment thereof or by making any deposit required by law. Failure of User to have the lien discharged shall constitute a default under this Agreement.
14. RIGHT TO ENTER. City, its agents and representatives may at any and all reasonable times during the day and night enter to view and inspect the Premises, and to clean and maintain the same, or to make repairs, or to make such improvements or changes in the Premises as City may deem proper. There shall be no diminution of compensation payable to User and User hereby releases City of all liability, claims, losses, suits, damages, and injuries, by reason of inconvenience, annoyance or injury to business on account of any such entry or acts by City, its agents or representatives.

15. ASSIGNMENT OR SUBLET. User shall not sublet the whole or any part of the Premises or assign all or any part of its present interest in this Agreement without first obtaining the written consent of City to any such sublease or assignment, which consent may be withheld in the City's sole discretion.
16. DAMAGE. If it is established that any portion of the Premises, surrounding landscape or parking lot is damaged by the act or failure to act of User, its employees, agents, or visitors during the term of this Agreement, beyond normal wear and tear, User shall be responsible to repair the damage in accordance with direction provided by the City. If User fails to repair the damage, City may terminate this Agreement and repair the damage. In such event City may reimburse itself for such expense from the Security Deposit. If the Security Deposit is insufficient City may invoice User for the cost of repairing such damage not covered by the Deposit, which invoice User shall pay within 15 days of receipt.
17. INDEMNIFICATION. User shall assume all risks incident to or in connection with the uses of the Premises and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the Premises, including plowing as set forth in paragraph 5, and shall indemnify, defend and save harmless City, its officers, agents, employees, contractors and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of User's uses of the Premises, or resulting from the acts or omissions of User, or any of its agents or employees.
18. INSURANCE. User shall maintain in force during the entire Term of this Agreement the following insurance:
  - 18.1. General liability insurance for both personal injury and property damage, in the amount of \$1,500,000 on a per project basis and \$1,000,000 in excess.
  - 18.2. A policy or policies insuring the Premises against loss by fire and other perils in the amount of the full insurable value thereof.
  - 18.3. Such insurance as will protect User from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage.

All such insurance shall name the City as an additional insured. All such insurance shall be effective under a valid and enforceable policy or policies, with terms acceptable to City, issued by an insurer of recognized responsibility approved by City upon submission of the policy or policies to City at least ten (10) days prior to the effective date or any renewal date as the case may be.
19. TAXES AND UTILITIES. User shall be responsible for and shall pay all the real estate taxes, special assessments, taxes on equipment, furnishings, fixtures and property placed on the Premises, if any, and shall pay promptly any and all utilities used by it on the Premises for the duration of the Term of this Agreement. User shall be permitted to connect to the fire hydrant adjacent to the children's play area on the Premises. User shall be permitted to



connect to the power box near the park area. All such connections and use shall comply with all federal, state, and local laws, regulations, and ordinance.

20. **DEFAULT AND TERMINATION.** Any one of the following events shall constitute an Event of Default:

20.1. User shall fail to pay any amount due as herein provided, and such default shall continue for a period of 15 days after the due date therefore;

20.2. User shall violate or fail to perform any of the other conditions, covenants or agreements herein made by User and such default shall continue for 15 days after notice from City; provided, however, that if the nature of such default is such that User can cure the default, but not within fifteen (15) days, then the Event of Default shall be suspended for a period not in excess of thirty (30) additional days so long as User commences cure within fifteen (15) days and thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises;

21. Upon any such Event of Default, City shall provide written notice to User detailing the Event of Default. If User fails to cure the Event of Default within the provided time, this Agreement shall automatically terminate. Under no circumstances shall any fees or charges, including prepaid fees, be refunded to User.

22. **WAIVER.** The failure of the City at any time to require performance of User of any of the provisions hereof shall in no way affect the right of City thereafter to enforce the same, nor shall the waiver by City of any breach of any of the provisions hereof be taken or held to be a waiver of the provision itself.

23. **NOTICE.** All notices required herein shall be in writing and delivered personally, or by certified mail return receipt to the address as shown below and, if mailed, are effective as of the date of mailing:

**User:**

Ice Castles, Inc.  
3731 W South Jordan Pkwy  
Ste 102-402  
South Jordan, UT 84095

**City of Eden Prairie:**

Director of Parks and Recreation  
8080 Mitchell Road  
Eden Prairie, MN 55344

24. **AUDIT DISCLOSURE AND DATA PRACTICES.** Any reports, information, data, etc. given to, or prepared or assembled by User 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 User 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 User 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 User shall comply with those requirements as if it were a government entity. All subcontracts entered into by User in relation to this Agreement shall contain similar Data Practices Act compliance language.

25. NON-DISCRIMINATION. During the performance of this Agreement, User 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. User 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. User 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. User 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.
26. DAMAGES. In the event of a breach of this Agreement by the City, User shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
27. ENFORCEMENT. User 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.
28. AGREEMENT This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall not be amended or modified except in writing signed by the parties. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Agreement or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein. This is a Minnesota contract and shall be construed according to the laws of Minnesota.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year aforesaid.

**ICE CASTLES, LLC**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA )  
  ) SS.  
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively of Ice Castles, LLC, a limited liability company registered in the State of Minnesota, on behalf of the company.

\_\_\_\_\_  
Notary Public

**CITY OF EDEN PRAIRIE**

\_\_\_\_\_  
Nancy Tyra-Lukens, Mayor

\_\_\_\_\_  
Rick Getschow, City Manager

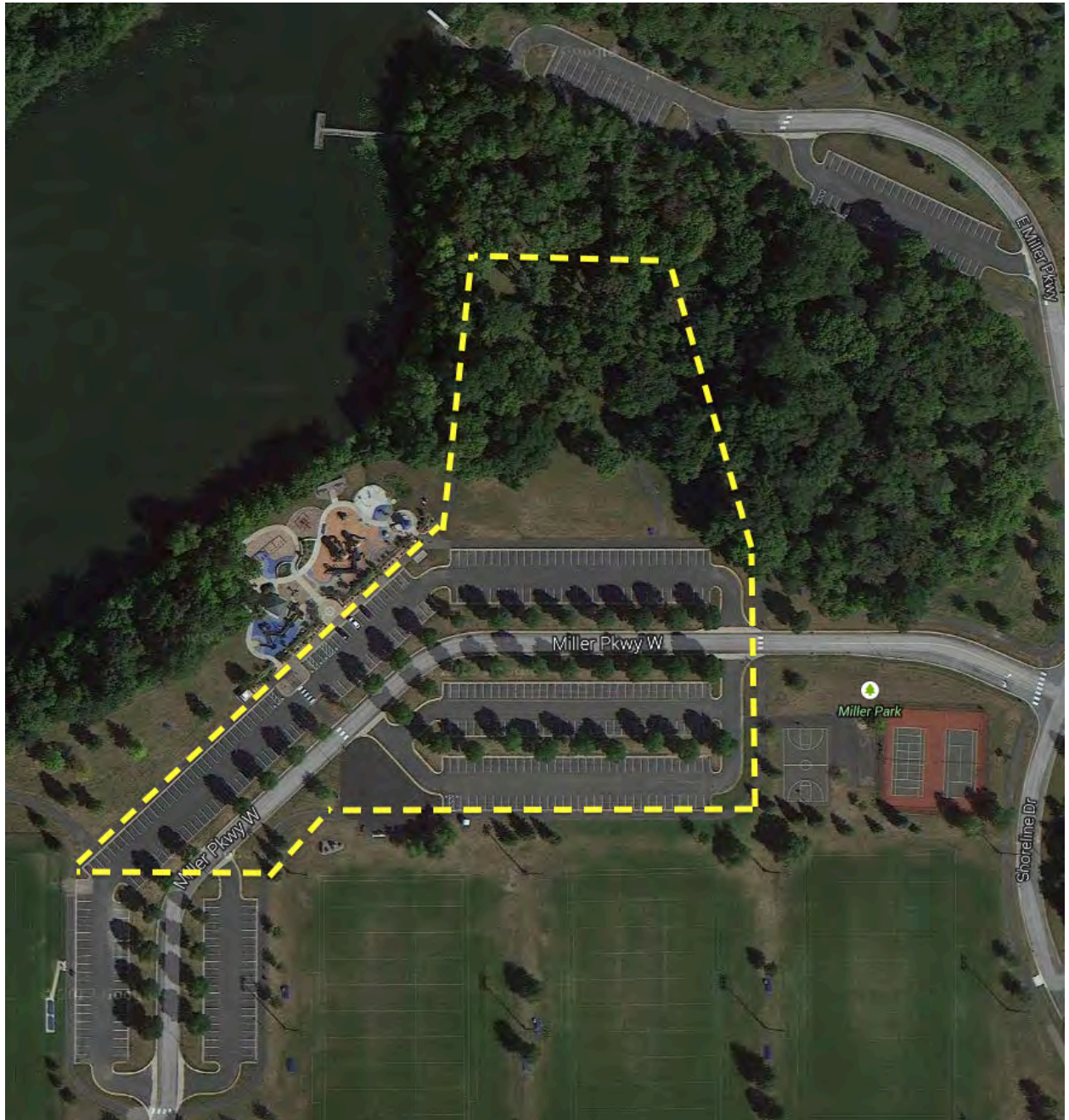
**STATE OF MINNESOTA )**  
**)ss.**  
**COUNTY OF HENNEPIN )**

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

\_\_\_\_\_  
Notary Public

This Document was drafted by  
Gregerson, Rosow, Johnson & Nilan Ltd.  
1600 Park Building  
650 Third Ave. S.  
Minneapolis, MN 55402

Exhibit A



|   |   |                                    |
|---|---|------------------------------------|
| <b>CITY COUNCIL AGENDA</b>  |   | <b>DATE:</b><br>September 15, 2015 |
| <b>SECTION:</b> Public Hearing  |   |                                    |
| <b>DEPARTMENT/DIVISION:</b><br>Randy Newton<br>Public Works / Engineering | <b>ITEM DESCRIPTION:</b><br>Public Hearing and Municipal Consent<br>Resolution for Southwest Light Rail Transit | <b>ITEM NO.:</b> IX.A.             |

### **Requested Action**

Move to:

- Close Public Hearing; and
- Adopt the Resolution approving the physical design component of the revised preliminary design plans for the Southwest Light Rail Project within the City of Eden Prairie.

### **Synopsis**

The Metropolitan Council has established an alignment in the form of revised municipal consent plans for the Southwest Light Rail Transit project which will operate from downtown Minneapolis through the communities of St. Louis Park, Hopkins, Minnetonka, and Eden Prairie. The proposed alignment includes 15 new stations and approximately 14.5 miles of double track. It will be part of an integrated system of transitways, including connections to the Green Line in St. Paul, the METRO Blue Line, the Northstar Commuter Rail line, bus routes and proposed future transitways. The total project cost of \$1.744 billion will be funded through a mix of federal, state and local sources, with federal funds making up approximately half the total.

### **Background Information**

The City of Eden Prairie is required under Minn. Stat. 473.3994 to host a public hearing concerning the physical design components of the revised Southwest Light Rail Transit (LRT) plans. The city shall review and approve or disapprove the plans for the route to be located in Eden Prairie. If the city disapproves the plans it must describe specific amendments to the plans that, if adopted, would cause the local unit to withdraw its disapproval. Failure to approve or disapprove the plans in writing prior to October 11, 2015, is deemed to be an approval unless an extension of time is agreed to by the city and the responsible authority.

On July 14, 2014, the City Council adopted a resolution approving preliminary design plans for the Southwest Light Rail project which included five stations in Eden Prairie including Mitchell Station and Town Center Station. In July 2015 the Southwest LRT Corridor Management Committee recommended and the Metropolitan Council approved \$250 million in scope reductions to the project. The scope reductions include making Southwest Station the westernmost stop, eliminating the original westernmost station at Mitchell Road, and deferring construction of Town Center Station. In addition plans for public art were eliminated, plans for landscaping and amenities off station platforms were reduced, parking spaces were trimmed from 3,834 to 2,487 and the

opportunity for joint development deleted at Blake Station. The changes addressed the need to reduce project costs while maintaining ridership projections sufficient to secure federal funding. The 14.5-mile line with 15 stations is scheduled to open in 2020, and around 34,000 average weekday boardings are expected by 2040.

Electronic copies of the municipal consent plans can be found on the project's website at [www.swlrt.org](http://www.swlrt.org).

## **Attachments**

Resolution

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

**RESOLUTION NO. 2015-\_\_\_\_**

**A RESOLUTION APPROVING THE PHYSICAL DESIGN COMPONENT OF THE  
REVISED PRELIMINARY DESIGN PLANS FOR THE  
SOUTHWEST LIGHT RAIL PROJECT  
WITHIN THE CITY OF EDEN PRAIRIE**

**WHEREAS**, The Governor designated the Metropolitan Council (“Council”) as the responsible authority for the Southwest Light Rail Transit Project (“Project”), which makes it responsible for the planning, designing, acquiring, constructing and equipping the Project; and

**WHEREAS**, Minnesota Statutes Section 473.3994 allows cities and counties along a proposed light rail route to provide input to the Council on the physical design component of the preliminary design plans; and

**WHEREAS**, on July 14, 2014, the Eden Prairie City Council adopted a resolution approving preliminary design plans for the Southwest Light Rail project which included five stations in Eden Prairie including Mitchell Station and Town Center Station; and

**WHEREAS**, on July 22, 2015, the Council submitted the physical design component of the revised preliminary design plan (“Plans”) to the governing body of each statutory and home rule charter city, county and town in which the route is proposed to be located; and

**WHEREAS**, the revised Plans have been modified to account for the elimination of Mitchell Station and the deferment of Town Center Station; and

**WHEREAS**, public hearings are then required, which the City of Eden Prairie held on September 15, 2015; and

**WHEREAS**, within 45 days of a joint hearing held by the Council and the Hennepin County Regional Rail Authority (“HCRRA”), which was held on August 27, 2015, the City of Eden Prairie must review and approve or disapprove the Plans for the route to be located in the City of Eden Prairie; and

**WHEREAS**, Minnesota Statutes Section 473.3994 provides that “a local unit of government that disapproves the plans shall describe specific amendments to the plans that, if adopted, would cause the local unit to withdraw its disapproval;” and

**WHEREAS**, approval or disapproval by the City of Eden Prairie is part of the statutory preliminary design process; and

**WHEREAS**, City staff has reviewed the Plans and has provided comments on these Plans; and



**WHEREAS**, the City of Eden Prairie will work with the Council throughout the design and construction process; and

**WHEREAS**, the City of Eden Prairie desires that the Council and its staff continue to work with the City of Eden Prairie staff to evaluate improvements identified as Locally Requested Capital Investment (“LRCIs”) recognizing that the implementation of this investment will require the identification of funding during the advanced design of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE, THAT THE CITY COUNCIL FINDS, DETERMINES, AND ORDERS AS FOLLOWS:**

1. The City of Eden Prairie provides its municipal approval of the Plans pursuant to Minnesota Statutes Section 473.3994 consistent with the above.
2. The City of Eden Prairie staff is directed to submit the City of Eden Prairie's approval to the Metropolitan Council.

**BE IT FURTHER RESOLVED** that the City identifies the following issues as outstanding and declares that this consent is granted based on the City's full faith and trust in the Metropolitan Council's commitment to arrive at a resolution satisfactory to the City on the following issues:

1. Minimize disruption to businesses, residents, SouthWest Transit services, vehicular traffic, pedestrian traffic, and City parks during construction through innovative practices.
2. Provide frequent communication with the public during design and construction that is visual, timely, reliable, and easily understood.
3. Seek guidance and input from the City of Eden Prairie Parks, Recreation, Arts and Natural Resources Commission on the incorporation of public art into the project.
4. Work with City staff and consultants to integrate the City’s station area design recommendations for all station areas.
5. Design for and provide the necessary infrastructure to allow for the future vertical and horizontal expansion of the new parking structure at Southwest Station.
6. Provide aesthetic treatments to the Prairie Center Drive Bridge that complement the Purgatory Creek Park and Veterans Memorial experience.
7. Continue and complete the design of the deferred elements of the Town Center Station.
8. Design and operate the Project in such a manner that minimizes the impact of LRT on traffic signal coordination and operation of the Flying Cloud Drive corridor.

9. Provide a design along West 70<sup>th</sup> Street that is consistent with the design of the western segment of West 70<sup>th</sup> Street which is being constructed in 2015.

**BE IT FURTHER RESOLVED** that the City desires that the Council, Hennepin County, and all partner cities identify the full construction of the Town Center station as a regional priority and work in partnership to identify funding for the station.

**BE IT FURTHER RESOLVED** that the City identifies Public Art and Landscaping to be important project components that should be funded and implemented to their original scope level. The City desires that the Council, Hennepin County, and all partner cities work in partnership to identify funding to allow for the full integration of Public Art and Landscaping into the project.

**ADOPTED** by the Eden Prairie City Council on September 15, 2015.

---

Nancy Tyra-Lukens, Mayor

**ATTEST:**

---

Kathleen Porta, City Clerk

|  |   |                                 |
|--|---|---------------------------------|
| <b>CITY COUNCIL AGENDA</b>   |   | <b>DATE:</b> September 15, 2015 |
| <b>SECTION:</b> Public Hearings  |   |                                 |
| <b>DEPARTMENT/DIVISION:</b><br>Community Development/Planning<br>Janet Jeremiah/Lori Creamer | <b>ITEM DESCRIPTION:</b><br>Certificate Of Appropriateness<br>2015-01-001 | <b>ITEM NO.:</b> IX.B.          |

### REQUESTED ACTION

Move to:

- Close the Public Hearing.
- Adopt the Findings of Fact and Approve Certificate of Appropriateness 2015-01-001 for the removal of existing swing set and construction of modern, accessible play structure.

### SYNOPSIS

The Glen Lake Children’s Camp located at 6350 Indian Chief Road and is listed on the National Register of Historic Places. A Certificate of Appropriateness (COA) is required to make any change in, on, or to a designated Heritage Preservation Site. Any proposed change, addition or alteration to a building, structure or site must meet the Secretary of the Interior’s Standards and Guidelines for Historic Preservation Projects.

The Heritage Preservation Commission and staff reviewed plans for the removal of the existing swing set and proposed plans to construct a modern, accessible play structure in the same area on a slightly larger scale than the previous swing set. This Certificate of Appropriateness will approve the following items:

- Removal of existing swing set
- Construction of modern play structure to accommodate individuals of all abilities

### FINDINGS OF FACT

The plan is found to meet preservation standards applicable to this application request based on the following:

- That notice of the meeting was published in the local paper
- That proper notice was given to property owners within 500 feet of the site
- That the application for review and sufficient documentary information was provided and reviewed by the Heritage Preservation Commission
- That the application does meet the Secretary of The Interior’s Standards, and the specific Criteria in City Code, Section 11.05, Subd. 8. A.2, Criteria for Alteration of Historic Preservations Sites, and Subd. 8. C., Criteria for Certificate of Appropriateness.

- The current use of the site necessitates the removal of existing swing set for safety reasons and accessibility. The current swing set is not a contributing factor to the historic site. Construction of an adaptable play structure is necessary for current users and would be appropriate for the site given its historic context.

## **HPC RECOMMENDATION**

The Eden Prairie Heritage Preservation Commission held a public meeting on August 17, 2015, and reviewed the plans per City Code, Section 11.05, Subd. 8. A., Criteria for Alteration of Historic Preservations Sites, and Subd. 8. C., Criteria for Certificate of Appropriateness. The Commission voted in favor 7-0 and recommends that the City Council approve the application for Certificate of Appropriateness No. 2015-01-001.

## **BACKGROUND**

The City of Eden Prairie leases the Glen Lake Children's Camp and property to True Friends whose mission is to provide life-changing experiences that enhance independence and self-esteem for children and adults with disabilities. Randy Boser, COO of True Friends, has been working with the City on a plan to upgrade the playground equipment which would meet the needs of the clients who are served at the camp. True Friends and the City of Eden Prairie received grant funds to help defer the cost of the project.

## **ATTACHMENTS**

- COA Application
- Findings of Fact
- Unapproved HPC Minutes 8-17-15
- Project Description
- Location Map
- Aerial Map
- Color Rendering

**City Of Eden Prairie  
Certificate Of Appropriateness Application Form**

Property Address:

Property Owner:

Mailing Address:  Zip Code:

Phone Number:  Email Address:

Applicant (If different than owner):

Mailing Address:  Zip Code:

Phone Number:  Email Address:

**Provide Project Description**

**For Staff Comments Only**

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Staff Reviewed         | <input type="checkbox"/> Major work  |
| <input type="checkbox"/> Referral To HPC Review | <input type="checkbox"/> Minor work  |
| <input type="checkbox"/> Review Date:           | <input type="checkbox"/> COA number: |



**TO:** Heritage Preservation Commission  
**FROM:** Lori Creamer, Staff Liaison for HPC  
**DATE:** September 11, 2015  
**PROJECT:** COA – 2015-01-001  
Findings of Fact Recommendation  
Removal of existing swing set and construction of adaptable playground structure

## **REQUEST AND BACKGROUND**

The Glen Lake Children’s Camp is listed as a National Register of Historic Places. A Certificate of Appropriateness (COA) is required to make any change in, on, or to a designated Heritage Preservation Site, including demolition. Any proposed change, addition or alteration to a building, structure or site must meet the Secretary of the Interior’s Standards and Guidelines for Historic Preservation Projects. The City Council approves the Certificate of Appropriateness. The Certificate of Appropriateness will approve the following:

The City is requesting removal of the existing swing set, which is not a historic contributing factor at the Glen Lake Children’s camp, and construction of a modern, accessible play structure in the same area as the current swing set.

True Friends, a non-profit organization who creates a world where experiences and adventures are open to individuals of all abilities, has signed a 20 year lease on the property beginning January 1, 2015.

## **FINDINGS OF FACT**

- The removal and construction plan is found to meet general preservation standards applicable to this application request. The Heritage Preservation Commission may wish to adopt and recommend to the City Council the following Findings, based on the criteria in City Code, Section 11.05, Subd. 8. A.2, Criteria for Alteration of Historic Preservations Sites, and Subd. 8. C., Criteria for Certificate of Appropriateness.

### **Re: Construction of modern play structure**

#### *A.2. Erect a building or any structure.*

The current use of the site necessitates the removal of existing swing set for safety reasons and accessibility. The current swing set is not a contributing factor to the historic site. Construction of an adaptable play structure is necessary for current users and would be appropriate for the site given its historic context.

**STAFF RECOMMENDATION**

Staff recommends approval of the removal of the current swing set and construction of a modern play structure plan as submitted.

**RECOMMENDED MOTION**

The Heritage Preservation Commission has found that the removal of the current swing set and construction of a modern play structure, as submitted by True Friends and the City of Eden Prairie, meets the general preservation standards and recommends the City Council approve the application for COA 2015-01-001.



## UNAPPROVED MINUTES

### EDEN PRAIRIE HERITAGE PRESERVATION COMMISSION

MONDAY, AUGUST 17, 2015

7:00 P.M., CITY CENTER  
Prairie Rooms A & B  
8080 Mitchell Road

**COMMISSION MEMBERS:**

Steve Olson (Chair), Ed Muehlberg (Vice Chair),  
Cindy Cofer Evert, Pamela Spera, Mark Freiberg,  
Tara Kalar, Paul Thorp

**STAFF:**

Robert Vogel, Pathfinder CRM, LLC  
Lori Creamer, Staff Liaison  
Heidi Wojahn, Recording Secretary

**I. CALL TO ORDER/ROLL CALL**

Chair Olson called the meeting to order at 7:06 p.m. Vogel was absent.

**II. APPROVAL OF AGENDA**

Creamer added items *VII.E. CLG Grant Update* and *VII. F. Kiosk Update*.

**MOTION:** Freiberg moved, seconded by Cofer Evert, to approve the agenda as amended. **Motion carried 7-0.**

**III. APPROVAL OF MINUTES**

Freiberg and Cofer Evert pointed out multiple incorrect spellings of names. Cofer Evert highlighted several other minor grammatical errors in need of correction, as well. She requested 'city hall' be changed to 'City Center', the second and third paragraphs under Item V.C. be combined, and the wording of the first sentence of the second paragraph under Item VI.A. be changed to reflect the City's budget rather than the historical society's budget. Thorp said it was Olson, not he, who would be visiting SHPO in the last paragraph of Item IV.C.

**MOTION:** Muehlberg moved, seconded by Thorp, to approve the July 20, 2015 minutes as amended. **Motion carried 6-0-1 with Kalar abstaining.**

**IV. REPORTS OF COMMISSION AND STAFF**

## HERITAGE PRESERVATION COMMISSION MINUTES

August 17, 2015

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### V. OLD BUSINESS

#### A. GLEN LAKE CHILDREN'S CAMP COA REVIEW – Randy Boser/True Friends

Boser reviewed the plan for the proposed playground at Glen Lake Children's Camp (GLCC). Safety zones show how much clear area is required around each piece of equipment. The single pole system slated to replace the current swing set offers more flexibility as it is lower and takes up less room. The plan includes sit-on spinners and a rocking/sliding apparatus with ramps to accommodate wheelchairs. The main play system also accommodates people with disabilities via ramps, and it has slides and interactive sensory wall features. The size of the new playground exceeds that of the existing play area but is smaller than what was originally proposed.

Kalar asked if there would be a change to the existing path. Boser explained the route of the asphalt path and access to the play area. Cofer Evert asked if the historic roadway would be impacted in any way. Boser replied it would not. True Friends wants to stay as far away from it as possible because of its historic value and because the area between the playground and the road is the only remaining green space on the property available for other activities. Muehlberg clarified the overall size of the proposed play area is no bigger than 90 by 80 feet. Cofer Evert asked if there was another phase to the plan impacting the tearing down of a garage. Boser said no buildings, trees, or utilities would be impacted by this project.

Cofer Evert inquired about the size of the retaining walls. Boser explained the current proposed height varies from less than one foot to a little over three feet. Because of the grade, they are necessary, but True Friends does not want them to get to the height of requiring a railing. They are working with the engineer on a suitable solution to lower the wall at its highest point by about a foot. They are trying to keep the walls as small as possible while working their way down the slope within the tolerances of the equipment.

Cofer Evert asked what the ground cover would consist of. Boser said wood chips. Kalar asked about the color scheme of the equipment noting the bright colors in the brochure Boser showed the HPC. Boser said a natural color scheme of tans and greens would be used. The profile will be kept low with no umbrellas or other items to add elevation.

Creamer asked about the color of the retaining walls. Boser said they will probably select straight-faced blocks of one color to work well with the wood fiber. His goal for height is nothing over 30 inches. Olson asked if the purpose for the walls is to act as curbs or define the play area. Boser explained they are mostly to get the surface flat enough so the equipment works. Olson asked if the wood chips will be flush with the top of the walls. Boser said they will run anywhere from flush to one foot below depending on the wall. Cofer Evert said she envisioned the walls also serving as seating surfaces near the basketball court.

Freiberg inquired about the construction timeframe. Boser said they cannot start until after the camp season but they are hoping for completion this fall by late September

## HERITAGE PRESERVATION COMMISSION MINUTES

August 17, 2015

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or early October. C. H. Robinson, a corporate donor, wants to use this as a community-build opportunity.

Kalar asked if any other concerns had been brought forth. Boser said no. Creamer added the City planners have no concerns about setbacks. Because more than fifty cubic yards of dirt will be moved, though, this has triggered a review by the Watershed District. Boser said they have an application in to the Watershed and will likely need to expand an existing rain garden. Muehlberg asked if the impervious surface would generate more run-off. Boser said there will be some impervious surfaces such as the slides and parts necessary to anchor the equipment.

Olson asked if the stone monument would be impacted. Boser said it would not. Creamer asked about the Americans with Disabilities Act access. Boser described the access near the asphalt path.

Cofer commented on the nice variety of equipment. Boser said it was not just wheelchair-friendly but also conducive for those with limited mobility. Creamer reported the Certificate Appropriateness (COA) was completed and read the project description.

Olson requested the updated sketch get attached to the COA. He sees the playground as historically appropriate since camp photos from the 1930s and 1940s show kids on slides. Creamer said once the walls get reduced, the final height should be reflected as well. Muehlberg said he agreed the wall height should be kept down so as not to alter the visual landscape.

**MOTION:** Muehlberg moved, seconded by Kalar, to approve the Certificate of Appropriateness with modifications to the plans stamp dated August 17, 2015 subject to include lowering of the retaining wall and staying true to a natural color palette.  
**Motion carried 7-0.**

### **B. HERITAGE PRESERVATION MONTH AWARD – Creamer**

Creamer showed HPC members the plaque she will present at tomorrow's Council meeting. The plaque is being posthumously awarded to Marie Wittenberg whose daughter will accept on her behalf. Commissioners able to attend should arrive by 7 p.m. Spera and Freiberg indicated they would be there. Creamer said the Eden Prairie Historical Society (EPHS) will also have representation. A reception will follow.

### **C. INVENTORY LIST STATUS UPDATE – Commission**

#### **1. Visit to the SHPO Records by Olson/Thorp/Spera August 11**

Olson stated he, Thorp and Spera went to the State Historic Preservation Office to look at records for the inventory. They harvested a few records that may be of interest to the Commission and made copies for the other HPC members. He will have a roster of what was collected and a good list ready for next month's meeting. What stood out to him was evidence of almost all the hangars at Flying

# HERITAGE PRESERVATION COMMISSION MINUTES

August 17, 2015

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Cloud Airport being contributing properties in a proposed historic district. A consulting firm was commissioned to do an inventory ten years ago and the hangars were identified in the firm's report. The HPC should get a copy of the report from the Planning or Airport Commissions to review as a starting point.

Thorp said he found the Red River Trail, an 1820s-1870s oxcart route running from St. Paul to Belle Plaine through Eden Prairie, to be of interest and thinks he has located a portion of it. He discovered a historic gazebo he was in search of no longer exists.

Creamer stated the project office conducts 106 review meeting periodically and staff are notified of those meetings. She proceeded to explain where the proposed stations are in Eden Prairie.

Spera said there was more information in the records than what the HPC realized regarding the wording on the monument at GLCC as well as additional information on the Consolidated School. The additional discovery provides an even more compelling reason to apply for a grant to help restore the stone. She suggested when the final property list is prioritized and narrowed down, the Commission should take a bus tour of the sites. The items striking her as most historically significant were two cemeteries and more Native American burial grounds. She found the process very enlightening and interesting and was surprised some of these properties haven't already been designated.

## 2. Street Photos of Inventory Properties

Creamer stated she took photos of the inventory properties she was assigned. Some were online aerial photos and she will look into getting additional views. A member of the Kirtland family allowed her to get some inside shots of the historic family cabin on Riley Lake. The family plans to build a new structure on the site.

Commissioners have until the September meeting to finish taking photos of the other inventory properties.

## 3. The Overlook Site Update - Kalar

Kalar said through her work she occasionally has reason to communicate with attorneys for the Metropolitan Airport Commission (MAC) and the Flying Cloud Airport manager. She has spoken to the manager about what a shame it is the Overlook Site isn't getting used because it is an extremely beautiful picnic spot. He explained people cannot congregate there because it is located in the Runway Protection Zone, but one option is to move it to another location for reconstruction and they would help facilitate that process. Kalar explained most of it falls within the RPZ and it cannot be relocated lower because of the angles of the different zones. One feasible option is to transfer it to the other side of the road and down a bit to Richard T. Anderson Park.

# HERITAGE PRESERVATION COMMISSION MINUTES

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Cofer Evert asked if it could remain on the same side of the road to maintain the views. Kalar said she didn't think that would work because it would have to be so far down the road, it would be flush with the river and would no longer be an overlook. Too far the other direction is the dump. The Minnesota Department of Transportation (MnDOT) participates in land acquisition grants which could potentially allow them to assist the City with moving it. They must pay the Bureau of Land Management to facilitate upkeep of it so they would likely be prone to the idea, whereas a change in the RPZ would result in lost funding.

Discussion ensued about future bridgework and road construction. Kalar said an increased flow of road traffic is projected. Olson noted there will be a bike trail on the north side of the road. The Commission should keep the idea brewing. Kalar suggested inviting the airport manager to a future meeting to discuss the matter further. Creamer recommended the October HPC meeting and putting it on the Commission's 2016 work plan.

Additional discussion followed about other buildings and athletic fields within the RPZ. Kalar explained there are two designated RPZs: the Federation Aviation Administration's, and MnDOT's which extends further. The Overlook falls within both zones.

## **D. DORENKEMPER (DK) SITE NOMINATION PROGRESS** - Creamer

Creamer reported she and Vogel recently took photos of the DK site. Vogel maintains the biggest hurdle in seeking nomination is the lack of a separate site boundary from the Riley Jacques Farmstead (RJ). DK should have its own legal description. Creamer will check with SHPO to see if having one will result in a stronger application or if it is required since the property is already part of another larger historic site. If separated, it is possible specifics would be needed to be conveyed as to what areas could be used during future property rentals.

Olson recommended checking the legal description in the RJ nomination to see what it says. It should be locatable there or in the Best Management Practices document. Cofer Evert said a question the HPC needs answered is whether RJ information needs amending if DK is separated out.

Creamer stated Vogel provided her with a couple additional pieces of information. The plan remains to move forward with the nomination this calendar year.

## **VI. NEW BUSINESS**

## **VII. FYI ITEMS** - Creamer

### **A. RILEY RENTAL HOUSE**

Paul Sticha's weekly report for the period of August 3-7 indicated Minnesota Valley Electric was working on some issues between the house and the electrical

## HERITAGE PRESERVATION COMMISSION MINUTES

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pole following storm damage which affected mechanical fasteners, wires, and transformers.

### **B. DORENKEMPER HOUSE SHADES**

The EPHS has expressed concern about the effects of light and heat from the sun on artifacts in the house. Paul Sticha has been informed they would like shades added to prevent fading. He will work with Kathie Case on a budget. If window coverings cannot be installed yet this year, they will be next year.

### **C. SMITH DOUGLAS MORE HOUSE (SDM)**

Ann Schuster of Dunn Brothers met with City staff to talk about the Hosta Society (HS) proposal. Hostas have been planted at the expense of the HS for a future convention. Schuster and staff discussed maintenance, irrigation, limits on number, and location. The desire is for more natural, lower-irrigation plantings and Schuster feels the amount of hostas currently there is sufficient. The City will be putting together a document for the HS about future maintenance should they decide down the road to no longer use SDM as a showcase grounds. The HS planted the hostas and currently waters and cares for them.

Olson asked if there is a landscape plan for SDM. Creamer said there was not but plants from around the shed were preserved and used in the rain garden.

There is some remediation work going on in the attic. Roof replacement is scheduled for next year.

### **D. OLD CITY STREET SIGNS – FUNDRAISER**

Creamer checked with Public Works on street sign replacement and learned the city's street signs are replaced one section at a time. She needs to find out if we can do something similar to what St. Louis Park (SLP) did when their signs were replaced with reflective signs. The old signs were auctioned off as a fundraiser for their local historical society. Creamer will discuss this with the city manager and report back.

Cofer Evert reported most of the pictures scanned for EPHS were low resolution and not suitable for enlargement. Case is in the process of tracking down original photos and meeting with families to obtain additional pictures for the City Center Historical Photo Display project. The plan is to have Case narrow the selection of photos down to her favorite 40 and then she and Creamer will meet with her to discuss themes. Creamer said she is working on a grant for the flip board panels.

### **E. CLG GRANT UPDATE**

Creamer reported the scholarship grant she wrote for her, Freiberg, and Kalar to attend the annual state preservation conference was awarded.

## **HERITAGE PRESERVATION COMMISSION MINUTES**

August 17, 2015

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### **F. KIOSK UPDATE**

The footings have been poured for the kiosk at Riley Jacques Farmstead, and the concrete slab will be done this week. Creamer showed photos of the progress. The metal framework has been ordered. Final design coordination for the signs has been completed, and the signs are in the process of being printed with delivery expected by September 4. Kiosk materials will arrive on site this week with construction scheduled to begin next week.

### **VIII. FUTURE MEETINGS/EVENTS**

The next HPC meeting will be Monday, September 21, 2015, 6:30 p.m. at Riley Lake Park Pavilion. Cofer Evert suggested inviting Karla Wennerstrom from Eden Prairie News to attend.

### **IX. ADJOURNMENT**

**MOTION:** Cofer Evert moved, seconded by Freiberg, to adjourn. **Motion carried 7-0.** Chair Olson adjourned the meeting at 8:42 p.m.

## **Camp Eden Wood Playground**

### **Description**

Camp Eden Wood is one of five Minnesota camps run by True Friends. True Friends is a non-profit organization that provides programs and services for individuals with physical, developmental and learning disabilities. At Camp Eden Wood we serve customers from ages 6+ through our year-round respite program and our summer resident and day camps. We also use our Camp Eden Wood ropes course to conduct leadership and team-building training for groups of all ages.

Camp Eden Wood does not have any meaningful play equipment for the many customers that we serve at that location. The only equipment currently at that site is a relatively old swing set. To improve recreational activities and offer additional sensory experiences for participants with developmental disabilities and sensory impairment, it is our goal to install a custom, accessible, multi-sensory playground. True Friends has secured a corporate gift with a matching grant from Hennepin County to construct a sensory play area that will enhance the camp experience of our customers and allow staff to provide sensory experiences that build skills and promote independence for our campers. The play area will include equipment ranging from accessible climbers, sensory panels, net climbers, to spinners and swings.

### **Historic Considerations**

The location of the existing swing set and the proposed location of the expanded sensory play area are within a portion of that camp that is on the National Registry of Historic Places. There are two buildings, a garage, a stone monument and a gravel road that have historic significance. There are also three additional buildings, and another garage within the historic portion of the camp that do not have historic significance.

We have designed the play area with sensitivity to the historic components of the camp. The play area is located in an area that is about 85 feet from the nearest historic building and will be about 50 feet from the gravel road. We have also chosen play equipment that fits with the natural elements of the camp with natural colors and lower profile equipment.

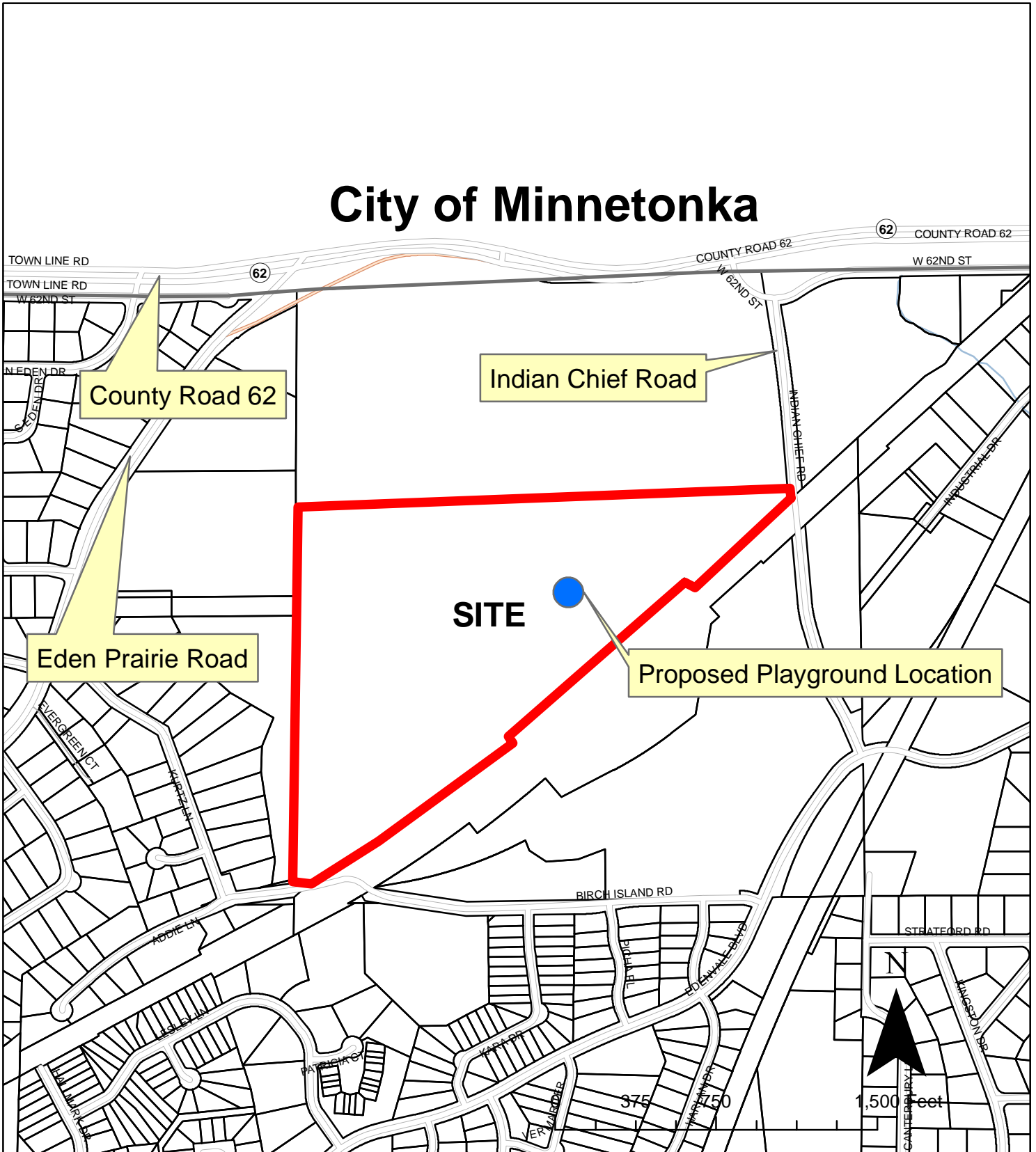
Some grading will be necessary as the location that least impacts the historic buildings does have a meaningful slope that will need to be graded to create flat areas for the equipment. We have worked to reduce the amount of grading and retaining walls by building smaller sections of the play ground at different elevations on the site with sloping paths that connect the different equipment. All retaining walls will be constructed using manufactured concrete blocks with natural colors that fit in with the natural look and feel of the camp. We will also be using a natural wood fiber base for the play area.



# Area Location Map - Glen Lake Childrens Camp

Site Address:

6350 Indian Chief Road, Eden Prairie, Minnesota 55346





NORTH

1 EX13

# AERIAL EXHIBIT



TRUE FRIENDS-CAMP EDEN WOOD

1"= 80'



PROJECT: 150056  
09/09/15



BCIBURKE.COM | 800.266.1250



PROPOSAL: 100-87862-2

# CAMP EDENWOOD STRUCTURE



|   |   |                                    |
|---|---|------------------------------------|
| <b>CITY COUNCIL AGENDA</b>  |   | <b>DATE:</b><br>September 15, 2015 |
| <b>SECTION:</b> Payment of Claims   |   |                                    |
| <b>DEPARTMENT/DIVISION:</b><br>Sue Kotchevar, Office of the<br>City Manager/Finance | <b>ITEM DESCRIPTION:</b><br>Payment of Claims | <b>ITEM NO.:</b> X.                |

**Requested Action**

Move to: Approve the Payment of Claims as submitted (roll call vote)

**Synopsis**

Checks                    240595 - 240787

Wire Transfers        1011750 – 1011890

Wire Transfers        5506 - 5524

August Purchasing Card Report

City of Eden Prairie  
Council Check Summary  
9/18/2015

| Division | Amount         | Division | Amount              |
|----------|----------------|----------|---------------------|
| 100      | 36,956         | 601      | 129,492             |
| 101      | 770            | 602      | 197,354             |
| 102      | 2,203          | 603      | 127,586             |
| 103      | 44,720         | 605      | 119                 |
| 104      | 336            | 701      | 118,457             |
| 105      | 2,827          | 702      | 29,658              |
| 106      | 380            | 703      | 31,959              |
| 107      | 10             |          | <b>634,623</b>      |
| 108      | 2,791          |          |                     |
| 109      | 99             | 802      | 585                 |
| 110      | 768            | 803      | 1,841               |
| 111      | 137            | 807      | 897,478             |
| 112      | 1,895          | 811      | 22,200              |
| 113      | 5,339          | 812      | 37,863              |
| 114      | 898            | 813      | 36,748              |
| 115      | 142            | 814      | 2,547               |
| 116      | 30,039         | 815      | 17,330              |
| 117      | 27,147         | 816      | 28,694              |
| 118      | 539            | 817      | 25,340              |
| 119      | 23,464         |          | <b>1,070,626</b>    |
| 120      | 1              |          |                     |
| 121      | 10,400         |          | <b>Report Total</b> |
| 122      | 41             |          | <b>2,277,243</b>    |
| 123      | 4,578          |          |                     |
| 124      | 10,569         |          |                     |
| 125      | 809            |          |                     |
| 126      | 2,081          |          |                     |
| 127      | 897            |          |                     |
| 128      | 712            |          |                     |
| 129      | 1,750          |          |                     |
| 130      | 12,282         |          |                     |
| 131      | 56,488         |          |                     |
| 132      | 2,054          |          |                     |
| 133      | 1,160          |          |                     |
| 134      | 46,505         |          |                     |
| 135      | 16             |          |                     |
| 136      | <b>331,800</b> |          |                     |
| 137      | 899            |          |                     |
| 138      | 400            |          |                     |
| 139      | <b>1,299</b>   |          |                     |
| 140      | 3,100          |          |                     |
| 141      | <b>3,100</b>   |          |                     |
| 142      | 163            |          |                     |
| 143      | 444            |          |                     |
| 144      | 511            |          |                     |
| 145      | 13,098         |          |                     |
| 146      | 1,014          |          |                     |
| 147      | 906            |          |                     |
| 148      | 824            |          |                     |
| 149      | 5,398          |          |                     |
| 150      | 6,731          |          |                     |
| 151      | 47,862         |          |                     |
| 152      | 2,922          |          |                     |
| 153      | 103,085        |          |                     |
| 154      | 8,941          |          |                     |
| 155      | 4,404          |          |                     |
| 156      | 194            |          |                     |
| 157      | 39,298         |          |                     |
| 158      | <b>235,795</b> |          |                     |

City of Eden Prairie  
Council Check Register  
9/15/2015

| Check # | Amount  | Supplier / Explanation                  | Account Description        | Business Unit                | Explanation           |
|---------|---------|---|----------------------------|------------------------------|-----------------------|
| 5507    | 254,612 | ULTIMATE SOFTWARE GROUP, THE            | Federal Taxes Withheld     | Health and Benefits          | Taxes withheld        |
| 5518    | 242,617 | ULTIMATE SOFTWARE GROUP, THE            | Federal Taxes Withheld     | Health and Benefits          | Taxes withheld        |
| 5521    | 155,394 | PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | PERA                       | Health and Benefits          | Health Insurance      |
| 5510    | 155,233 | PUBLIC EMPLOYEES RETIREMENT ASSOCIATION | PERA                       | Health and Benefits          | Health Insurance      |
| 1011808 | 136,068 | SRF CONSULTING GROUP INC                | Design & Engineering       | Shady Oak Rd-CR 61 South     | Shady Oak interchange |
| 5511    | 112,483 | MINNESOTA DEPT OF REVENUE               | Sales Tax Payable          | Facilities Operating ISF     | Sales Tax             |
| 5522    | 55,523  | US BANK                                 | Operating Supplies         | Police                       |                       |
| 1011790 | 50,178  | GREGERSON ROSOW JOHNSON & NILAN LTD     | Deposits                   | Legal Criminal Prosecution   |                       |
| 240662  | 45,577  | NORTHMARQ REAL ESTATE SERVICES LLC      | Other Contracted Services  | CIP - Leasing Costs          |                       |
| 240740  | 42,907  | JOHNSON BROTHERS LIQUOR CO              | Liquor Product Received    | Den Road Liquor Store        |                       |
| 240762  | 41,356  | SIR LINES-A-LOT                         | Contracted Striping        | Traffic Signs                |                       |
| 240649  | 37,882  | JOHNSON BROTHERS LIQUOR CO              | Liquor Product Received    | Prairie View Liquor Store    |                       |
| 1011857 | 35,756  | HANSEN THORP PELLINEN OLSON             | Design & Engineering       | Park Maintenance             |                       |
| 240693  | 28,678  | WIRTZ BEVERAGE MINNESOTA                | Liquor Product Received    | Den Road Liquor Store        |                       |
| 1011797 | 28,419  | LOGIS                                   | Network Support            | IT Operating                 |                       |
| 1011784 | 26,582  | DIVERSE BUILDING MAINTENANCE            | Tenant 1 - Janitor Service | Prairie Village Liquor Store |                       |
| 240661  | 26,027  | MOELTER GRAIN INC                       | Lime Residual Removal      | Water Treatment Plant        |                       |
| 5509    | 23,723  | EMPOWER                                 | Deferred Compensation      | Health and Benefits          |                       |
| 1011890 | 23,706  | JEFFERSON FIRE & SAFETY INC             | Protective Clothing        | Fire                         |                       |
| 5520    | 23,680  | EMPOWER                                 | Deferred Compensation      | Health and Benefits          |                       |
| 240652  | 23,035  | MANSFIELD OIL COMPANY                   | Motor Fuels                | Fleet Operating              |                       |
| 240742  | 22,200  | LEAGUE MN CITIES INS TRUST              | Insurance                  | Property Insurance           |                       |
| 240726  | 20,385  | GRAYMONT                                | Treatment Chemicals        | Water Treatment Plant        |                       |
| 240764  | 19,359  | SOUTHERN WINE & SPIRITS OF MN           | Liquor Product Received    | Prairie Village Liquor Store |                       |
| 240673  | 17,520  | PRAIRIE PARTNERS SIX LLP                | Waste Disposal             | Prairie Village Liquor Store |                       |
| 240596  | 17,513  | ABM ONSITE SERVICES-MIDWEST             | Cleaning Supplies          | City Hall - CAM              |                       |
| 240677  | 17,067  | SOUTHERN WINE & SPIRITS OF MN           | Liquor Product Received    | Prairie View Liquor Store    |                       |
| 1011786 | 17,016  | EMERGENCY APPARATUS MAINTENANCE INC     | Equipment Repair & Maint   | Fire                         |                       |
| 240637  | 15,946  | GRAYMONT                                | Treatment Chemicals        | Water Treatment Plant        |                       |
| 1011851 | 15,279  | ESS BROTHERS & SONS INC                 | Equipment Parts            | Sewer System Maintenance     |                       |
| 1011811 | 14,930  | THORPE DISTRIBUTING                     | Liquor Product Received    | Den Road Liquor Store        |                       |
| 240776  | 14,817  | WIRTZ BEVERAGE MINNESOTA BEER INC       | Liquor Product Received    | Den Road Liquor Store        |                       |
| 1011774 | 14,336  | WENCK ASSOCIATES INC                    | Design & Engineering       | Storm Drainage               |                       |
| 5523    | 14,018  | RADIANT SYSTEMS                         | Bank and Service Charges   | Prairie View Liquor Store    |                       |
| 5508    | 13,886  | ICMA RETIREMENT TRUST-457               | Deferred Compensation      | Health and Benefits          |                       |
| 5519    | 13,704  | ICMA RETIREMENT TRUST-457               | Deferred Compensation      | Health and Benefits          |                       |
| 240674  | 13,397  | PRAIRIEVIEW RETAIL LLC                  | Building Rental            | Prairie View Liquor Store    |                       |
| 240669  | 13,131  | PHILLIPS WINE AND SPIRITS INC           | Liquor Product Received    | Den Road Liquor Store        |                       |
| 1011821 | 12,370  | DAY DISTRIBUTING                        | Liquor Product Received    | Prairie Village Liquor Store |                       |
| 5524    | 11,731  | US BANK - CREDIT CARD MERCHANT ONLY     | Bank and Service Charges   | Finance                      |                       |
| 1011848 | 11,339  | CENTERPOINT ENERGY SERVICES INC         | Gas                        | Water Treatment Plant        |                       |
| 240775  | 11,125  | WIRTZ BEVERAGE MINNESOTA                | Liquor Product Received    | Prairie Village Liquor Store |                       |
| 240735  | 10,569  | HOUSE OF PRINT                          | Printing                   | Community Brochure           |                       |
| 240648  | 10,545  | JJ TAYLOR DISTRIBUTING MINNESOTA        | Liquor Product Received    | Prairie View Liquor Store    |                       |

| Check # | Amount | Supplier / Explanation               | Account Description          | Business Unit                  | Explanation |
|---------|--------|--------------------------------------|------------------------------|--------------------------------|-------------|
| 240600  | 10,369 | AMERICAN ENGINEERING TESTING INC     | Testing - Soil Boring        | Shady Oak Road/CR 61 SOUTH     |             |
| 240680  | 10,000 | ST JOHNS WOOD HOMES ASSOCIATION INC  | Other Contracted Services    | Project Fund                   |             |
| 240739  | 9,973  | JJ TAYLOR DISTRIBUTING MINNESOTA     | Liquor Product Received      | Prairie Village Liquor Store   |             |
| 1011818 | 9,591  | XCEL ENERGY                          | Electric                     | Prairie Village Liquor Store   |             |
| 240783  | 8,941  | HAMMEL, GREEN AND ABRAHAMSON         | Building                     | Aquatics & Fitness Expansion   |             |
| 5513    | 8,801  | GENESIS EMPLOYEE BENEFITS, INC       | HSA - Employer               | Health and Benefits            |             |
| 240760  | 8,756  | SHORT ELLIOTT HENDRICKSON INC        | Design & Engineering         | Improvement Projects 2006      |             |
| 1011815 | 8,667  | VTI                                  | Building                     | CntyCtr Pool Upgrade/Expansion |             |
| 240754  | 7,866  | PHILLIPS WINE AND SPIRITS INC        | Liquor Product Received      | Den Road Liquor Store          |             |
| 240694  | 7,681  | WIRTZ BEVERAGE MINNESOTA BEER INC    | Liquor Product Received      | Prairie View Liquor Store      |             |
| 1011772 | 6,966  | VAN PAPER COMPANY                    | Cleaning Supplies            | CntyCtr Pool Upgrade/Expansion |             |
| 1011874 | 6,959  | THORPE DISTRIBUTING                  | Liquor Product Received      | Prairie Village Liquor Store   |             |
| 1011863 | 6,468  | METRO SALES INCORPORATED*            | Equipment Rentals            | IT Operating                   |             |
| 1011826 | 5,808  | JOHN HENRY FOSTER MINNESOTA INC      | Equipment Repair & Maint     | Water Treatment Plant          |             |
| 240743  | 5,740  | LYNCH, MIKE                          | Instructor Service           | Camps                          |             |
| 240753  | 5,331  | PAUSTIS & SONS COMPANY               | Liquor Product Received      | Prairie Village Liquor Store   |             |
| 1011756 | 5,175  | DAY DISTRIBUTING                     | Liquor Product Received      | Den Road Liquor Store          |             |
| 240706  | 5,000  | BLUESTEM HERITAGE GROUP              | Other Contracted Services    | Riley Lake                     |             |
| 240667  | 4,782  | PAUSTIS & SONS COMPANY               | Liquor Product Received      | Prairie View Liquor Store      |             |
| 240692  | 4,221  | WINE MERCHANTS INC                   | Liquor Product Received      | Den Road Liquor Store          |             |
| 1011847 | 4,176  | CDW GOVERNMENT INC.                  | Other Hardware               | IT Operating                   |             |
| 1011801 | 4,057  | METROPOLITAN AIRPORTS COMMISSION     | Other Rentals                | Flying Cloud Fields            |             |
| 240611  | 3,890  | BRYAN ROCK PRODUCTS INC              | Gravel                       | Storm Drainage                 |             |
| 240722  | 3,815  | FIRE SAFETY USA INC                  | Operating Supplies           | Fire                           |             |
| 240685  | 3,793  | TEAM LABORATORY CHEMICAL CORPORATION | Repair & Maint. Supplies     | Sewer Liftstation              |             |
| 1011833 | 3,686  | PARALLEL TECHNOLOGIES INC            | Equipment Repair & Maint     | Public Safety Communications   |             |
| 1011877 | 3,353  | WINE COMPANY, THE                    | Liquor Product Received      | Prairie Village Liquor Store   |             |
| 240625  | 3,230  | DELANEY CONSULTING                   | Other Contracted Services    | Prairie Village Liquor Store   |             |
| 240621  | 3,214  | COMMERCIAL ASPHALT CO                | Patching Asphalt             | Storm Drainage                 |             |
| 240765  | 3,100  | SPRINGSTED INCORPORATED              | Other Contracted Services    | 2009BG.O. Equipment Cert.      |             |
| 240719  | 3,098  | EHLERS & ASSOCIATES INC              | Other Contracted Services    | Project Fund                   |             |
| 1011816 | 3,035  | WESTWOOD PROFESSIONAL SERVICES INC   | Design & Engineering         | Improvement Projects 2006      |             |
| 1011872 | 3,000  | ST CROIX ENVIRONMENTAL INC           | OCS-Well Field Mgmt          | Water Wells                    |             |
| 1011875 | 2,950  | WALL TRENDS INC                      | Contract Svcs - General Bldg | Public Works/Parks             |             |
| 1011868 | 2,858  | PRAIRIE ELECTRIC COMPANY             | Supplies - Electrical        | Facilities Capital             |             |
| 240701  | 2,768  | ARTISAN BEER COMPANY                 | Liquor Product Received      | Prairie Village Liquor Store   |             |
| 240679  | 2,654  | SPARTAN STAFFING LLC                 | Other Contracted Services    | Park Maintenance               |             |
| 240702  | 2,608  | AVR INC                              | Asphalt Overlay              | Capital Maint. & Reinvestment  |             |
| 1011888 | 2,604  | ITRON INC.                           | Maintenance Contracts        | Water Metering                 |             |
| 1011878 | 2,601  | WM MUELLER AND SONS INC              | Patching Asphalt             | Water System Maintenance       |             |
| 240774  | 2,592  | WINE MERCHANTS INC                   | Liquor Product Received      | Prairie Village Liquor Store   |             |
| 240644  | 2,571  | IMPACT PROVEN SOLUTIONS              | Other Contracted Services    | Water Accounting               |             |
| 240640  | 2,495  | HAWK ANALYTICS INC                   | Other Contracted Services    | Police                         |             |
| 240643  | 2,429  | HOHENSTEINS INC                      | Liquor Product Received      | Prairie View Liquor Store      |             |
| 240599  | 2,428  | ADVANTAGE PROPERTY MAINTENANCE INC   | Other Contracted Services    | Park Maintenance               |             |
| 240733  | 2,418  | HOHENSTEINS INC                      | Liquor Product Received      | Prairie View Liquor Store      |             |
| 240604  | 2,383  | ARTISAN BEER COMPANY                 | Liquor Product Received      | Den Road Liquor Store          |             |
| 1011843 | 2,338  | VINOCOPIA                            | Liquor Product Received      | Prairie Village Liquor Store   |             |
| 240627  | 2,318  | DODGE OF BURNSVILLE                  | Equipment Repair & Maint     | Fleet Operating                |             |

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| 240761  | 2,285  | SIGNSOURCE                          | Contract Svcs - General Bldg   | CIP - Leasing Costs          |             |
| 240622  | 2,252  | CRETEX SPECIALTY PRODUCTS           | Repair & Maint. Supplies       | Sewer System Maintenance     |             |
| 1011880 | 2,236  | ZIEGLER INC                         | Equipment Repair & Maint       | Water Wells                  |             |
| 240772  | 2,179  | VALLEY RICH CO INC                  | Improvement Contracts          | Storm Drainage               |             |
| 240631  | 2,125  | GAS TANK RENU OF MINNESOTA          | Equipment Repair & Maint       | Fleet Operating              |             |
| 240687  | 2,028  | ULTIMATE SOFTWARE GROUP, THE        | Software                       | Organizational Services      |             |
| 1011886 | 2,002  | EMERGENCY APPARATUS MAINTENANCE INC | Equipment Repair & Maint       | Fire                         |             |
| 240748  | 1,943  | MN DEPT OF TRANSPORTATION           | Testing - Soil Boring          | Shady Oak Road/CR 61 SOUTH   |             |
| 240635  | 1,926  | GOPHER STATE ONE-CALL               | OCS-Leak Detection             | Utility Operations - General |             |
| 240601  | 1,895  | AMERICAN TEST CENTER INC            | Equipment Testing/Cert.        | Fire                         |             |
| 240738  | 1,859  | INTERNATIONAL UNION OF OPERATING    | Union Dues Withheld            | Health and Benefits          |             |
| 5515    | 1,834  | GENESIS EMPLOYEE BENEFITS, INC      | Other Contracted Services      | Health and Benefits          |             |
| 240782  | 1,771  | GOPHER SIGN COMPANY                 | Signs                          | Storm Drainage               |             |
| 240639  | 1,753  | GYM WORKS                           | Equipment Repair & Maint       | Fitness Center               |             |
| 240641  | 1,654  | HENNEPIN COUNTY I/T DEPT            | Software Maintenance           | IT Operating                 |             |
| 1011867 | 1,611  | POMP'S TIRE SERVICE INC             | Tires                          | Fleet Operating              |             |
| 1011836 | 1,570  | PLEHAL BLACKTOPPING INC             | Equipment Repair & Maint       | Water System Maintenance     |             |
| 240709  | 1,546  | CEMSTONE PRODUCTS COMPANY           | Patching Asphalt               | Street Maintenance           |             |
| 1011855 | 1,546  | GRAINGER                            | Supplies - HVAC                | Police City Center           |             |
| 240777  | 1,506  | ALTERNATIVE BUSINESS FURNITURE INC  | Other Contracted Services      | Facilities Capital           |             |
| 240778  | 1,478  | CINTAS CORPORATION #470             | Cleaning Supplies              | Utility Operations - General |             |
| 240730  | 1,388  | HENNEPIN COUNTY TREASURER           | Other Contracted Services      | Sewer Capital                |             |
| 240731  | 1,388  | HENNEPIN COUNTY TREASURER           | Other Contracted Services      | Water Capital                |             |
| 240786  | 1,347  | W L HALL CO                         | Contract Svcs - Gen. Bldg      | City Center Operations       |             |
| 240723  | 1,336  | FLEET MAINTENANCE INC               | Equipment Repair & Maint       | Fleet Operating              |             |
| 1011762 | 1,334  | LYNDALE PLANT SERVICES              | Contract Svcs - Int. Landscape | City Hall - CAM              |             |
| 1011759 | 1,331  | JOHN DEERE LANDSCAPES/LESCO         | Chemicals                      | Park Maintenance             |             |
| 240624  | 1,260  | DALE GREEN COMPANY, THE             | Landscape Materials/Supp       | Street Maintenance           |             |
| 1011773 | 1,248  | VINOCOPIA                           | Liquor Product Received        | Prairie View Liquor Store    |             |
| 5512    | 1,216  | MINNESOTA DEPT OF REVENUE           | Motor Fuels                    | Fleet Operating              |             |
| 240746  | 1,213  | MIDWEST COCA COLA BOTTLING COMPANY  | Merchandise for Resale         | Den Road Liquor Store        |             |
| 1011865 | 1,210  | ON CALL SERVICES                    | Other Contracted Services      | Day Care                     |             |
| 240676  | 1,200  | ROBERT C VOGEL                      | Other Contracted Services      | Heritage Preservation        |             |
| 1011809 | 1,185  | STERICYCLE INC                      | Operating Supplies             | Police                       |             |
| 1011754 | 1,173  | CLAREY'S SAFETY EQUIPMENT           | Safety Supplies                | Customer Service             |             |
| 240759  | 1,140  | SECURE BY DESIGN INC                | Software Maintenance           | IT Operating                 |             |
| 240718  | 1,125  | EATS                                | Special Event Fees             | Senior Center Programs       |             |
| 240645  | 1,123  | INDEED BREWING COMPANY LLC          | Liquor Product Received        | Den Road Liquor Store        |             |
| 240655  | 1,110  | MEDICINE LAKE TOURS                 | Special Event Fees             | Trips                        |             |
| 240613  | 1,102  | CARVER COUNTY LICENSE CENTER        | Capital Under \$25,000         | Concessions                  |             |
| 240703  | 1,091  | BAUER BUILT TIRE AND BATTERY        | Tires                          | Fleet Operating              |             |
| 1011861 | 1,050  | LOGIS                               | Network Support                | IT Operating                 |             |
| 1011825 | 1,019  | HIRSHFIELD'S                        | Repair & Maint. Supplies       | Park Maintenance             |             |
| 1011846 | 1,010  | BELLBOY CORPORATION                 | Liquor Product Received        | Prairie Village Liquor Store |             |
| 240749  | 1,005  | NAC                                 | Building Repair & Maint.       | Water Treatment Plant        |             |
| 240684  | 1,003  | SYSCO WESTERN MINNESOTA             | Merchandise for Resale         | Concessions                  |             |
| 1011856 | 979    | GRANICUS INC                        | Equipment Repair & Maint       | IT Operating                 |             |
| 240646  | 960    | INNOVATIVE GRAPHICS                 | Clothing & Uniforms            | Tennis                       |             |
| 240656  | 955    | MIDWEST COCA COLA BOTTLING COMPANY  | Liquor Product Received        | Prairie View Liquor Store    |             |



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|---------|--------|---|------------------------------|-------------------------------|-------------|
| 240717  | 938    | E A SWEEN COMPANY                       | Merchandise for Resale       | Concessions                   |             |
| 1011873 | 893    | STREICHERS                              | Protective Clothing          | Police                        |             |
| 240609  | 886    | BERNICK'S WINE                          | Liquor Product Received      | Den Road Liquor Store         |             |
| 240745  | 849    | MIDWAY INDUSTRIAL SUPPLY CO INC         | Supplies - Plumbing          | Fire Station #1               |             |
| 240744  | 830    | MEADOW GREEN LAWNS INC                  | Other Contracted Services    | Storm Drainage                |             |
| 240785  | 828    | KEEPERS                                 | Clothing & Uniforms          | Fire                          |             |
| 240721  | 825    | EVENT SOUND & LIGHTING                  | Other Rentals                | Summer Theatre                |             |
| 1011817 | 793    | WINE COMPANY, THE                       | Liquor Product Received      | Prairie Village Liquor Store  |             |
| 240710  | 790    | CENTERPOINT ENERGY                      | Conference/Training          | Facilities Staff              |             |
| 1011780 | 784    | BELLBOY CORPORATION                     | Liquor Product Received      | Prairie View Liquor Store     |             |
| 1011792 | 770    | INTERSTATE POWER SYSTEMS INC            | Maintenance Contracts        | Water Wells                   |             |
| 1011806 | 762    | PARLEY LAKE WINERY                      | Liquor Product Received      | Den Road Liquor Store         |             |
| 1011800 | 722    | METRO SALES INCORPORATED*               | Equipment Rentals            | Utility Operations - General  |             |
| 240714  | 704    | DEPARTMENT OF HUMAN SERVICES            | Other Contracted Services    | Park Maintenance              |             |
| 240681  | 692    | STAPLES ADVANTAGE                       | Office Supplies              | Customer Service              |             |
| 240597  | 690    | ABSOLUTE RAIN INC.                      | Contract Svcs - Lawn Maint.  | Fire Station #1               |             |
| 1011787 | 687    | GRAINGER                                | Cleaning Supplies            | Water Treatment Plant         |             |
| 240615  | 658    | CINTAS CORPORATION                      | Operating Supplies           | Utility Operations - General  |             |
| 240707  | 651    | BOURGET IMPORTS                         | Liquor Product Received      | Prairie Village Liquor Store  |             |
| 1011752 | 650    | BERRY COFFEE COMPANY                    | Merchandise for Resale       | Concessions                   |             |
| 1011775 | 610    | YOUNGSTEDTS COLLISION CENTER            | Equipment Repair & Maint     | Fleet Operating               |             |
| 1011799 | 603    | MENARDS                                 | Equipment Parts              | Park Maintenance              |             |
| 1011854 | 595    | GOVDELIVERY                             | Software Maintenance         | IT Operating                  |             |
| 1011781 | 593    | BIFFS INC                               | Waste Disposal               | Park Maintenance              |             |
| 240606  | 588    | AVR INC                                 | Repair & Maint. Supplies     | Storm Drainage                |             |
| 240737  | 585    | INTERACTIVE STRATEGIES GROUP            | General                      | 494 Corridor Commission       |             |
| 1011791 | 585    | HORIZON COMMERCIAL POOL SUPPLY          | Supplies - Pool              | Pool Maintenance              |             |
| 240724  | 579    | GENERAL REPAIR SERVICE                  | Repair & Maint. Supplies     | Water Treatment Plant         |             |
| 1011810 | 578    | STREICHERS                              | Clothing & Uniforms          | Animal Control                |             |
| 1011887 | 557    | HANSEN THORP PELLINEN OLSON             | Design & Engineering         | Sewer Capital                 |             |
| 1011765 | 554    | PARK SUPPLY OF AMERICA INC              | Supplies - HVAC              | Fitness/Conference - Cmty Ctr |             |
| 1011884 | 553    | ADVANCED ENGINEERING & ENVIRONMENTAL SE | Process Control Services     | Water Wells                   |             |
| 240781  | 543    | FIRE SAFETY USA INC                     | Protective Clothing          | Fire                          |             |
| 1011771 | 543    | THE OASIS GROUP                         | Employee Assistance          | Organizational Services       |             |
| 240654  | 530    | MCDANIEL,MAMATHA                        | Deposits-P&R Refunds         | Community Center Admin        |             |
| 240666  | 513    | OXYGEN SERVICE COMPANY                  | EMS Supplies                 | Fire                          |             |
| 240688  | 510    | UNIVERSAL ATHLETIC SERVICES INC         | Awards                       | Park Maintenance              |             |
| 240763  | 509    | SJE-RHOMBUS                             | Equipment Repair & Maint     | Water Treatment Plant         |             |
| 1011835 | 506    | PEZON, BRIANNA                          | Mileage & Parking            | Park Facilities               |             |
| 1011876 | 503    | WATSON CO INC, THE                      | Merchandise for Resale       | Concessions                   |             |
| 240638  | 500    | GREYSTONE CONSTRUCTION COMPANY          | Other Contracted Services    | Snow & Ice Control            |             |
| 1011777 | 500    | ADVANCED ENGINEERING & ENVIRONMENTAL SE | Design & Engineering         | Storm Drainage                |             |
| 1011796 | 491    | LOCATORS & SUPPLIES INC                 | Asphalt Overlay              | Street Maintenance            |             |
| 5506    | 490    | ULTIMATE SOFTWARE GROUP, THE            | Garnishment Withheld         | Health and Benefits           |             |
| 240750  | 489    | NAFA                                    | Dues & Subscriptions         | Fleet Operating               |             |
| 240757  | 487    | QUALITY REFRIGERATION                   | Equipment Repair & Maint     | Concessions                   |             |
| 1011794 | 485    | KIDCREATE STUDIO                        | Instructor Service           | Arts Center                   |             |
| 1011858 | 480    | JEFFERSON FIRE & SAFETY INC             | Protective Clothing          | Fire                          |             |
| 240697  | 474    | AERO DRAPERY AND BLIND                  | Contract Svcs - General Bldg | Police City Center            |             |

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| 1011795 | 474    | LEROY JOB TRUCKING INC                   | Other Contracted Services      | Animal Control                |             |
| 240787  | 473    | WHEELER LUMBER                           | Building Materials             | Park Construction             |             |
| 5516    | 469    | MUNICIBID                                | Equipment Repair & Maint       | Public Safety Communications  |             |
| 240720  | 468    | ERICKSON ENGINEERING COMPANY LLC         | Design & Engineering           | Engineering                   |             |
| 5517    | 465    | ULTIMATE SOFTWARE GROUP, THE             | Garnishment Withheld           | Health and Benefits           |             |
| 240664  | 453    | OMEGA INDUSTRIES                         | Equipment Repair & Maint       | Park Maintenance              |             |
| 1011779 | 448    | A-SCAPE INC                              | Contract Svcs - Lawn Maint     | Fire Station #3               |             |
| 1011849 | 448    | CONTINENTAL RESEARCH CORPORATION         | Operating Supplies             | Fitness/Conference - Cmty Ctr |             |
| 1011768 | 446    | SHAMROCK GROUP, INC - ACE ICE            | Liquor Product Received        | Den Road Liquor Store         |             |
| 1011778 | 431    | AMERITRAK                                | Other Contracted Services      | Snow & Ice Control            |             |
| 1011782 | 431    | BOUND TREE MEDICAL LLC                   | EMS Supplies                   | Fire                          |             |
| 240595  | 430    | AARP DRIVERS SAFETY                      | Other Contracted Services      | Senior Center Programs        |             |
| 1011834 | 420    | PAUL'S TWO-WAY RADIO                     | Equipment Repair & Maint       | Public Safety Communications  |             |
| 240699  | 415    | ANDERBERG INNOVATIVE PRINT SOLUTIONS INC | Printing                       | Police                        |             |
| 240767  | 415    | STAPLES ADVANTAGE                        | Office Supplies                | Police                        |             |
| 240713  | 405    | DAVANNI'S PIZZA                          | Operating Supplies             | Safety Camp                   |             |
| 240665  | 400    | OUTDOOR ENVIRONMENTS INC                 | Other Contracted Services      | Pleasant Hill Cemetery        |             |
| 240729  | 392    | HD SUPPLY WATERWORKS LTD                 | Repair & Maint. Supplies       | Water System Maintenance      |             |
| 240598  | 392    | ADESA MPLS                               | Miscellaneous                  | DWI Forfeiture                |             |
| 240751  | 391    | NORTH STAR PUMP SERVICE                  | Equipment Repair & Maint       | Sewer Liftstation             |             |
| 240612  | 389    | CAPREF EDEN PRAIRIE LLC                  | Building Rental                | Housing and Community Service |             |
| 240642  | 382    | HENNEPIN COUNTY RESIDENT & REAL ESTATE   | Other Contracted Services      | Engineering                   |             |
| 1011862 | 380    | MENARDS                                  | Equipment Repair & Maint       | Purgatory Creek Park          |             |
| 240603  | 380    | APPLIED ECOLOGICAL SERVICES INC          | Other Contracted Services      | Water Capital                 |             |
| 240711  | 371    | CENTURYLINK                              | Telephone                      | IT Telephone                  |             |
| 240610  | 349    | BOURGET IMPORTS                          | Liquor Product Received        | Prairie View Liquor Store     |             |
| 240708  | 346    | BROTHERS FIRE PROTECTION                 | Contract Svcs - Fire/Life/Safe | Fitness/Conference - Cmty Ctr |             |
| 1011889 | 331    | JANEX INC                                | Janitor Service                | Fitness/Conference - Cmty Ctr |             |
| 1011866 | 321    | OSI BATTERIES INC                        | Office Supplies                | Police                        |             |
| 1011753 | 319    | CHEMSEARCH                               | Contract Svcs - Ice Rink       | Ice Arena Maintenance         |             |
| 1011852 | 305    | FACTORY MOTOR PARTS COMPANY              | Lubricants & Additives         | Fleet Operating               |             |
| 240715  | 301    | DODGE OF BURNSVILLE                      | Equipment Parts                | Fleet Operating               |             |
| 1011850 | 301    | EDEN PRAIRIE FIREFIGHTER'S RELIEF ASSOC  | Union Dues Withheld            | Health and Benefits           |             |
| 1011837 | 300    | PROSOURCE SUPPLY                         | Supplies - General Bldg        | Fitness/Conference - Cmty Ctr |             |
| 240755  | 291    | PINNACLE DISTRIBUTING                    | Liquor Product Received        | Den Road Liquor Store         |             |
| 240696  | 275    | A-1 STRIPES INC                          | Contracted Striping            | Traffic Signs                 |             |
| 1011827 | 268    | LARSON, MATHEW                           | Other Hardware                 | IT Operating                  |             |
| 240628  | 266    | DOMACE VINO                              | Liquor Product Received        | Prairie View Liquor Store     |             |
| 240766  | 265    | ST PAUL POLICE DEPARTMENT - PDI          | Tuition Reimbursement/School   | Police                        |             |
| 1011803 | 259    | NEW FRANCE WINE COMPANY                  | Liquor Product Received        | Prairie Village Liquor Store  |             |
| 240636  | 257    | GRAPE BEGINNINGS                         | Liquor Product Received        | Prairie View Liquor Store     |             |
| 1011750 | 253    | ZIEGLER INC                              | Equipment Parts                | Fleet Operating               |             |
| 240734  | 241    | HOME DEPOT CREDIT SERVICES               | Supplies - General Building    | Fitness/Conference - Cmty Ctr |             |
| 1011839 | 239    | SHAMROCK GROUP, INC - ACE ICE            | Liquor Product Received        | Den Road Liquor Store         |             |
| 240756  | 238    | PROP                                     | United Way Withheld            | Health and Benefits           |             |
| 240629  | 236    | E A SWEEN COMPANY                        | Merchandise for Resale         | Concessions                   |             |
| 1011793 | 230    | JANEX INC                                | Janitor Service                | Prairie Village Liquor Store  |             |
| 1011879 | 227    | XCEL ENERGY                              | Electric                       | Edenvale Park                 |             |
| 240700  | 225    | ARMA INTERNATIONAL                       | Dues & Subscriptions           | City Clerk                    |             |

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| 240602  | 222    | AMERIPRIDE LINEN & APPAREL SERVICES     | Janitor Service           | Den Road Liquor Store        |             |
| 1011789 | 220    | GRAYBAR                                 | Repair & Maint. Supplies  | Water Treatment Plant        |             |
| 240634  | 220    | GIRARD'S BUSINESS SOLUTIONS INC         | Other Contracted Services | Water Accounting             |             |
| 1011814 | 219    | VIKING ELECTRIC SUPPLY                  | Supplies - HVAC           | City Center Operations       |             |
| 240712  | 218    | COMMUNITY HEALTH CHARITIES OF MINNESOTA | United Way Withheld       | Health and Benefits          |             |
| 240614  | 215    | CERTIFIED APPLIANCE RECYCLING           | Waste Disposal            | Fleet Operating              |             |
| 1011864 | 203    | NEW FRANCE WINE COMPANY                 | Liquor Product Received   | Prairie Village Liquor Store |             |
| 1011870 | 202    | SHI CORP                                | Software                  | IT Operating                 |             |
| 240686  | 200    | T-MOBILE USA                            | Other Contracted Services | Police                       |             |
| 240705  | 200    | BELTZ, BRAD                             | AR Utility                | Water Enterprise Fund        |             |
| 1011761 | 198    | LEVERSON, DEANNA                        | Conference/Training       | Fitness Classes              |             |
| 1011758 | 197    | HIRSHFIELD'S                            | Repair & Maint. Supplies  | Water Treatment Plant        |             |
| 240683  | 197    | SUBURBAN CHEVROLET                      | Equipment Parts           | Fleet Operating              |             |
| 240779  | 196    | COMCAST                                 | Equipment Repair & Maint  | E-911 Program                |             |
| 240695  | 192    | 440400 - NCPERS MINNESOTA               | PERA                      | Health and Benefits          |             |
| 1011860 | 189    | LANDS END CORPORATE SALES               | Clothing & Uniforms       | Police                       |             |
| 240670  | 188    | POLLARD WATER                           | Repair & Maint. Supplies  | Water Treatment Plant        |             |
| 240647  | 185    | J. RING GLASS STUDIO                    | Operating Supplies        | Arts Center                  |             |
| 240771  | 180    | VALEO HEALTH AND WELLNESS CENTER        | City Building Rental      | City Center Operations       |             |
| 1011757 | 176    | FASTENAL COMPANY                        | Equipment Parts           | Fleet Operating              |             |
| 1011869 | 176    | SHERWIN WILLIAMS CO                     | Operating Supplies        | Park Maintenance             |             |
| 1011783 | 175    | CDW GOVERNMENT INC.                     | Other Hardware            | IT Operating                 |             |
| 240675  | 174    | RIFFS SMOKEHOUSE, INC                   | Merchandise for Resale    | Concessions                  |             |
| 1011767 | 167    | QUALITY PROPANE                         | Motor Fuels               | Ice Arena Maintenance        |             |
| 1011805 | 164    | OSI BATTERIES INC                       | Office Supplies           | Customer Service             |             |
| 1011845 | 164    | AMERICAN TIME & SIGNAL CO               | Supplies - Pool           | Pool Maintenance             |             |
| 240608  | 163    | BATTLE LAKE SENIOR CARD PROJECT         | Operating Supplies        | Senior Board                 |             |
| 1011881 | 163    | MINTON, NICOLE                          | Mileage & Parking         | Therapeutic Rec Admin        |             |
| 240658  | 161    | MINNESOTA WANNER COMPANY                | Landscape Materials/Supp  | Street Maintenance           |             |
| 1011883 | 161    | SCHAITBERGE, CHUCK                      | Travel Expense            | Fire                         |             |
| 1011802 | 160    | MTI DISTRIBUTING INC                    | Equipment Parts           | Fleet Operating              |             |
| 240773  | 160    | WIERCINSKI, DARREN                      | AR Utility                | Water Enterprise Fund        |             |
| 240716  | 156    | DORWEILER, SUSAN                        | AR Utility                | Water Enterprise Fund        |             |
| 1011804 | 150    | NEW WORLD SYSTEMS                       | Dues & Subscriptions      | Fire                         |             |
| 1011813 | 150    | USA SECURITY                            | Maintenance Contracts     | Water Treatment Plant        |             |
| 240698  | 146    | AMERIPRIDE LINEN & APPAREL SERVICES     | Janitor Service           | Prairie Village Liquor Store |             |
| 1011764 | 142    | NESSE, ALYSEN                           | Mileage & Parking         | Community Development Admin. |             |
| 240704  | 140    | BAUHAUS BREW LABS, LLC                  | Liquor Product Received   | Prairie Village Liquor Store |             |
| 240651  | 138    | LIFE SUPPORT INNOVATIONS                | EMS Supplies              | Fire                         |             |
| 240633  | 136    | GENERAL PARTS LLC                       | Supplies - Electrical     | Garden Room Repairs          |             |
| 1011788 | 135    | GRANICUS INC                            | Equipment Repair & Maint  | Cable PEG                    |             |
| 1011859 | 133    | KUSTOM SIGNALS INC                      | Equipment Repair & Maint  | Police                       |             |
| 240653  | 131    | MATTS AUTO SERVICE INC                  | Equipment Repair & Maint  | Fleet Operating              |             |
| 1011828 | 127    | LEVERSON, DEANNA                        | Conference/Training       | Fitness Classes              |             |
| 1011830 | 127    | LOFRANO, TAMMY                          | Conference/Training       | Fitness Classes              |             |
| 1011842 | 127    | SWANSON, SARAH                          | Conference/Training       | Fitness Classes              |             |
| 1011838 | 127    | QUALITY PROPANE                         | Motor Fuels               | Ice Arena Maintenance        |             |
| 1011832 | 126    | NEWTON, J. RANDALL                      | Mileage & Parking         | Engineering                  |             |
| 5514    | 125    | GENESIS EMPLOYEE BENEFITS, INC          | Other Contracted Services | Health and Benefits          |             |

| Check # | Amount | Supplier / Explanation                   | Account Description            | Business Unit                 | Explanation |
|---------|--------|--|--------------------------------|-------------------------------|-------------|
| 240607  | 125    | BARTON SAND & GRAVEL CO                  | Waste Blacktop/Concrete        | Street Maintenance            |             |
| 240725  | 125    | GRABOWSKI, ROBERT                        | AR Utility                     | Water Enterprise Fund         |             |
| 1011807 | 120    | PRAIRIE ELECTRIC COMPANY                 | Supplies - Electrical          | City Center Operations        |             |
| 1011751 | 116    | ADAM, KAYCIE                             | Mileage & Parking              | Therapeutic Rec Admin         |             |
| 240671  | 114    | PRAHA DISTRIBUTING                       | Liquor Product Received        | Den Road Liquor Store         |             |
| 240784  | 113    | JONES & BARTLETT LEARNING LLC            | Training Supplies              | Fire                          |             |
| 240678  | 111    | SOUTHWEST SUBURBAN PUBLISHING-CLASSIFIED | Legal Notices Publishing       | City Clerk                    |             |
| 1011812 | 110    | US HEALTH WORKS MEDICAL GRP MN, PC       | Employment Support Test        | Organizational Services       |             |
| 1011760 | 109    | KODATSKY, SAM                            | Mileage & Parking              | Park Facilities               |             |
| 1011766 | 108    | PROSOURCE SUPPLY                         | Cleaning Supplies              | Fitness/Conference - Cmty Ctr |             |
| 240770  | 106    | UNITED WAY                               | United Way Withheld            | Health and Benefits           |             |
| 240780  | 103    | DIRECTV                                  | Cable TV                       | Community Center Admin        |             |
| 240626  | 100    | DOCKRY, JOHN & RACHEL                    | Refunds                        | Environmental Education       |             |
| 240659  | 100    | MN DEPT. OF LABOR AND INDUSTRY           | Licenses, Permits, Taxes       | Public Works/Parks            |             |
| 240668  | 100    | PAYNE, ANDREA                            | Refunds                        | Environmental Education       |             |
| 240689  | 100    | WALLER, NICOLE                           | Refunds                        | Environmental Education       |             |
| 1011755 | 100    | DARLING, ANDREA                          | Licenses, Permits, Taxes, Fees | Fitness Classes               |             |
| 1011885 | 99     | BUSINESS JOURNAL, THE                    | Dues & Subscriptions           | Assessing                     |             |
| 1011822 | 98     | ELLIS, ROBERT                            | Mileage & Parking              | Engineering                   |             |
| 1011820 | 97     | CREAMER, LORI                            | Travel Expense                 | Planning                      |             |
| 1011769 | 97     | SMITH, KELLY                             | Mileage & Parking              | Park Facilities               |             |
| 1011871 | 95     | SPRINT                                   | Computers                      | IT Operating                  |             |
| 1011829 | 93     | LINDAHL, DAVID                           | Mileage & Parking              | Economic Development          |             |
| 240728  | 88     | HAYEN, LINDA                             | Operating Supplies             | Theatre Initiative            |             |
| 1011763 | 85     | MPX GROUP, THE                           | Printing                       | Police                        |             |
| 1011819 | 84     | AMERICAN SOLUTIONS FOR BUSINESS          | Operating Supplies             | Arts Center                   |             |
| 1011823 | 78     | FASTENAL COMPANY                         | Equipment Parts                | Fleet Operating               |             |
| 1011841 | 77     | STEEN, JEFFREY                           | Mileage & Parking              | Tree Disease                  |             |
| 240632  | 75     | GENERAL OFFICE PRODUCTS COMPANY          | Supplies - General Building    | City Center Operations        |             |
| 1011840 | 74     | SHINGLES, KORI                           | Mileage & Parking              | Athletic Programs Admin       |             |
| 240650  | 70     | LANO EQUIPMENT INC                       | Equipment Parts                | Fleet Operating               |             |
| 240769  | 67     | SUMMIT FIRE PROTECTION                   | Repair & Maint. Supplies       | Water Treatment Plant         |             |
| 240682  | 62     | STATE OF MINNESOTA                       | Miscellaneous                  | DWI Forfeiture                |             |
| 240736  | 62     | IBRAHIM, HUSSEIN                         | Deposits-P&R Refunds           | Community Center Admin        |             |
| 240617  | 59     | COMCAST                                  | Cable TV                       | Fire                          |             |
| 1011785 | 58     | DMX MUSIC                                | Other Contracted Services      | Prairie Village Liquor Store  |             |
| 240691  | 57     | WATCHGUARD VIDEO                         | Miscellaneous                  | DWI Forfeiture                |             |
| 240747  | 54     | MINNEAPOLIS FINANCE DEPARTMENT           | Software Maintenance           | IT Operating                  |             |
| 1011770 | 53     | STRONER, ELIZABETH                       | Operating Supplies             | Police                        |             |
| 240660  | 52     | MN MAINTENANCE EQUIPMENT INC             | Equipment Parts                | Fleet Operating               |             |
| 240758  | 52     | SCHMIDTBAUER, REID                       | Mileage & Parking              | Therapeutic Rec Admin         |             |
| 1011853 | 50     | FERRELLGAS                               | Repair & Maint. Supplies       | Utility Operations - General  |             |
| 240752  | 49     | PARK JEEP INC                            | Equipment Parts                | Fleet Operating               |             |
| 240623  | 48     | CUB FOODS EDEN PRAIRIE                   | Operating Supplies             | Police                        |             |
| 240690  | 42     | WALSER CHRYSLER JEEP                     | Equipment Parts                | Fleet Operating               |             |
| 240618  | 32     | COMCAST                                  | Wireless Subscription          | IT Operating                  |             |
| 1011824 | 30     | HALLOCK COMPANY INC                      | Operating Supplies             | Round Lake                    |             |
| 240732  | 28     | HENNEPIN COUNTY TREASURER                | Operating Supplies-Escrow      | Planning                      |             |
| 1011844 | 26     | A TO Z RENTAL CENTER                     | Small Tools                    | Street Maintenance            |             |

| Check # | Amount           | Supplier / Explanation                | Account Description       | Business Unit       | Explanation |
|---------|------------------|---------------------------------------|---------------------------|---------------------|-------------|
| 1011882 | 25               | BOHNSACK, SUE                         | Mileage & Parking         | Senior Center Admin |             |
| 240605  | 22               | AT&T MOBILITY                         | Pager & Cell Phone        | Park Maintenance    |             |
| 240768  | 15               | SUBURBAN CHEVROLET                    | Equipment Parts           | Fleet Operating     |             |
| 240620  | 15               | COMCAST                               | Other Contracted Services | Police              |             |
| 240727  | 12               | HANCE ACE HARDWARE                    | Equipment Parts           | Fleet Operating     |             |
| 1011798 | 11               | LUBRICATION TECHNOLOGIES INC          | Equipment Repair & Maint  | Fleet Operating     |             |
| 1011776 | 10               | A TO Z RENTAL CENTER                  | Small Tools               | Fleet Operating     |             |
| 240657  | 10               | MINNESOTA VALLEY ELECTRIC COOPERATIVE | Electric                  | Riley Creek Woods   |             |
| 240630  | 9                | FISERV INC                            | Bank and Service Charges  | Water Accounting    |             |
| 240663  | 9                | OLSEN COMPANIES                       | Equipment Parts           | Fleet Operating     |             |
| 240672  | 8                | PRAIRIE LAWN AND GARDEN               | Equipment Parts           | Fleet Operating     |             |
| 240616  | 7                | CLEAN N PRESS MTKA                    | Clothing & Uniforms       | Police              |             |
| 240619  | 6                | COMCAST                               | Cable TV                  | Fire                |             |
| 240741  | 3                | JUNDT, CAROLINE                       | Deposits                  | Escrow              |             |
|         | <u>2,277,243</u> | <b>Grand Total</b>                    |                           |                     |             |

City of Eden Prairie  
Purchasing Card Payment Report  
September 2015

| Amount | Explanation                    | Vendor                         | Account Description            | Business Unit                |
|--------|--------------------------------|--------------------------------|--------------------------------|------------------------------|
| 498    | US-shed for tennis             | HOME DEPOT CREDIT SERVICES     | Operating Supplies             | Tennis                       |
| 23     | US-trails/playgrounds          | MENARDS                        | Operating Supplies             | Park Maintenance             |
| 42     | US-sign @ staring              | MENARDS                        | Repair & Maint. Supplies       | Staring Lake                 |
| 15     | US-fuel                        | KWIK TRIP STORES               | Motor Fuels                    | Utility Operations - General |
| 239    | US-parts                       | PICKUP SPECIALTIES             | Equipment Parts                | Fleet Operating              |
| 43     | US-ph strips for lsu           | W W GRAINGER INC               | Equipment Parts                | Emergency Preparedness       |
| 9      | US-drivers safety class        | KOWALSKI'S MARKET              | Operating Supplies             | Senior Center Programs       |
| 46     | US-office supplies/pop         | TARGET                         | Operating Supplies             | Senior Center Admin          |
| 22     | US-supplies                    | PARTY CITY                     | Special Event Fees             | Senior Center Programs       |
| 1,053  | US-bbq                         | ANNIE'S CAFE                   | Special Event Fees             | Senior Center Programs       |
| 138    | US-bbq                         | CULVER'S                       | Special Event Fees             | Senior Center Programs       |
| 51     | US-supplies                    | PARTY CITY                     | Special Event Fees             | Senior Center Programs       |
| 318    | US-day trippers dinner theatre | DAY TRIPPERS DINNER THEATRE    | Special Event Fees             | Trips                        |
| 163    | US-coffee                      | COFFEE WHOLESALE               | Operating Supplies             | Senior Center Programs       |
| 8      | US-police academy class        | KOWALSKI'S MARKET              | Operating Supplies             | Senior Center Programs       |
| 35     | US-supplies                    | WALMART COMMUNITY              | Operating Supplies             | Senior Center Admin          |
| 10     | US-snow exhibit lunch          | HENNEPIN COUNTY TREASURER      | Operating Supplies             | Arts                         |
| 15     | US-history class treats        | KOWALSKI'S MARKET              | Operating Supplies             | Senior Center Programs       |
| 25     | US-folding saw and magnet      | HOME DEPOT CREDIT SERVICES     | Repair & Maint. Supplies       | Sewer System Maintenance     |
| 12     | US-broom pan                   | MENARDS                        | Operating Supplies             | Park Maintenance             |
| 6      | US-oil for pontoon             | MENARDS                        | Equipment Repair & Maint       | Park Maintenance             |
| 3      | US-office supplies             | TARGET                         | Office Supplies                | Utility Operations - General |
| 280    | US-fall conf                   | AWWA - MINNESOTA SECTION       | Conference/Training            | Utility Operations - General |
| (35)   | US-refund                      | AWWA - MINNESOTA SECTION       | Conference/Training            | Utility Operations - General |
| 9      | US-trng books                  | AMAZON.COM                     | Training Supplies              | Utility Operations - General |
| 58     | US-office supplies             | TARGET                         | Office Supplies                | Utility Operations - General |
| 48     | US-door hangers                | OFFICE DEPOT CREDIT PLAN       | Office Supplies                | Water System Maintenance     |
| 495    | US-trng video                  | CRM LEARNING                   | Conference/Training            | Utility Operations - General |
| 32     | US-supplies                    | NORTHERN TOOL & EQUIPMENT      | Repair & Maint. Supplies       | Water Treatment Plant        |
| 8      | US-round lake splash pad       | MENARDS                        | Repair & Maint. Supplies       | Round Lake                   |
| 180    | US-pesticide recert            | UNIVERSITY OF MINNESOTA        | Licenses, Permits, Taxes, Fees | Park Maintenance             |
| 95     | US-PLT license-P Hammerlind    | DEPT OF LABOR & INDUSTRY       | Licenses, Permits, Taxes, Fees | Park Maintenance             |
| 95     | US-PLT license                 | DEPT OF LABOR & INDUSTRY       | Licenses, Permits, Taxes, Fees | Park Maintenance             |
| 80     | US-ratchet set                 | MENARDS                        | Small Tools                    | Water Treatment Plant        |
| 153    | US-2 pear trees                | MINNESOTA VALLEY LANDSCAPE     | Grounds Maintenance            | Water Treatment Plant        |
| 12     | US-landscape stuff             | BACHMANS CREDIT DEPT           | Grounds Maintenance            | Water Treatment Plant        |
| 129    | US-metal edge                  | MENARDS                        | Repair & Maint. Supplies       | Water Treatment Plant        |
| 4      | US-keys                        | MINUTE KEY                     | Repair & Maint. Supplies       | Water Treatment Plant        |
| 37     | US-key hanging for wells       | MENARDS                        | Repair & Maint. Supplies       | Water Wells                  |
| 2      | US-keys                        | MINUTE KEY                     | Repair & Maint. Supplies       | Water Treatment Plant        |
| 4      | US-small locks                 | MENARDS                        | Repair & Maint. Supplies       | Water Treatment Plant        |
| 11     | US-fittings                    | MENARDS                        | Repair & Maint. Supplies       | Water Treatment Plant        |
| 489    | US-tool cabinet                | MENARDS                        | Repair & Maint. Supplies       | Water Treatment Plant        |
| 61     | US-socket set                  | MENARDS                        | Small Tools                    | Water Treatment Plant        |
| 21     | US-for boundary posts          | MENARDS                        | Operating Supplies             | Park Maintenance             |
| 150    | US-K Cox flowers-Maier         | BACHMANS CREDIT DEPT           | Deposits                       | Escrow                       |
| 150    | US-K Cox flowers A Dill        | BACHMANS CREDIT DEPT           | Deposits                       | Escrow                       |
| 37     | US-EP RFL                      | MICHAELS - THE ARTS & CRAFTS S | Operating Supplies             | Fire                         |
| 348    | US-travel for Iwomen           | DELTA AIR                      | Conference/Training            | Fire                         |

| <b>Amount</b> | <b>Explanation</b>             | <b>Vendor</b>                  | <b>Account Description</b>     | <b>Business Unit</b>   |
|---------------|--------------------------------|--------------------------------|--------------------------------|------------------------|
| 150           | US-K cox flowers L Schneider   | BACHMANS CREDIT DEPT           | Deposits                       | Escrow                 |
| 150           | US-K cox flowers d hayden      | BACHMANS CREDIT DEPT           | Deposits                       | Escrow                 |
| 7             | US-kids camp supplies          | WALMART COMMUNITY              | Operating Supplies             | Arts Center            |
| 150           | US-kids camp supplies          | BULLSEYE LAB                   | Operating Supplies             | Arts Center            |
| 90            | US-kids camp supplies          | MENARDS                        | Operating Supplies             | Arts Center            |
| 10            | US-kids camp supplies          | HOME DEPOT CREDIT SERVICES     | Operating Supplies             | Arts Center            |
| 11            | US-kids camp supplies          | MICHAELS - THE ARTS & CRAFTS S | Operating Supplies             | Arts Center            |
| 317           | US-kids camp supplies          | AMAZON.COM                     | Operating Supplies             | Arts Center            |
| 93            | US-café food                   | WALMART COMMUNITY              | Merchandise for Resale         | Concessions            |
| 61            | US-café food                   | WALMART COMMUNITY              | Merchandise for Resale         | Concessions            |
| 5             | US-café food                   | SUPERAMERICA                   | Merchandise for Resale         | Concessions            |
| 105           | US-café food                   | WALMART COMMUNITY              | Merchandise for Resale         | Concessions            |
| 20            | US-café food                   | WALMART COMMUNITY              | Merchandise for Resale         | Concessions            |
| 64            | US-café food                   | WALMART COMMUNITY              | Merchandise for Resale         | Concessions            |
| 38            | US-café food                   | CUB FOODS EDEN PRAIRIE         | Merchandise for Resale         | Concessions            |
| 55            | US-café food                   | CUB FOODS EDEN PRAIRIE         | Merchandise for Resale         | Concessions            |
| 150           | US-café food                   | WALMART COMMUNITY              | Merchandise for Resale         | Concessions            |
| 40            | US-lock for trailer hitch      | GANDER MOUNTAIN                | Operating Supplies             | Concessions            |
| 33            | US-trailer supplies            | WALMART COMMUNITY              | Operating Supplies             | Concessions            |
| 45            | US-trailer supplies            | HOME DEPOT CREDIT SERVICES     | Operating Supplies             | Concessions            |
| (35)          | US-awwa refund                 | MN AWWA                        | Conference/Training            | Water Treatment Plant  |
| 21            | US-fred pryor seminar          | CHEVYS CINCO                   | Licenses, Permits, Taxes, Fees | Water Treatment Plant  |
| 18            | US-fred pryor seminar          | JOE SENSER'S                   | Licenses, Permits, Taxes, Fees | Water Treatment Plant  |
| (42)          | US-return                      | AMAZON.COM                     | Operating Supplies             | Round Lake Beach       |
| 7             | US-shipping                    | UNITED STATES POSTAL SERVICE   | Operating Supplies             | Community Center Admin |
| 16            | US-shipping                    | UNITED STATES POSTAL SERVICE   | Operating Supplies             | Community Center Admin |
| 259           | US-pool license                | HENNEPIN COUNTY TREASURER      | Licenses, Permits, Taxes, Fees | Pool Operations        |
| 44            | US-supplies                    | AMAZON.COM                     | Operating Supplies             | Pool Operations        |
| 59            | US-pool supplies               | AMAZON.COM                     | Operating Supplies             | Pool Operations        |
| 56            | US-supplies                    | AMAZON.COM                     | Operating Supplies             | Pool Operations        |
| 41            | US-office supplies             | AMAZON.COM                     | Operating Supplies             | Community Center Admin |
| 1,500         | US-instructors                 | SCW FITNESS                    | Licenses, Permits, Taxes, Fees | Fitness Classes        |
| 26            | US-riley supplies              | TARGET                         | Operating Supplies             | Riley Lake Beach       |
| 10            | US-round lake supplies         | HOME DEPOT CREDIT SERVICES     | Operating Supplies             | Round Lake Beach       |
| 45            | US-meeting food                | KOWALSKI'S MARKET              | Operating Supplies             | Fire                   |
| 4             | US-parking                     | STANDARD PARKING               | Operating Supplies             | Fire                   |
| 90            | US-will be refunded on next st | ADOBE SYSTEMS                  | Software                       | IT Operating           |
| 10            | US-professional conf           | MAGC                           | Conference/Training            | Communications         |
| 328           | US-council workshop food       | BAKERS' RIBS                   | Miscellaneous                  | City Council           |
| 655           | US-icma seattle conf           | ICMA                           | Conference/Training            | Administration         |
| 85            | US-skating membership          | ICE SKATING INSTITUTE          | Dues & Subscriptions           | Ice Lessons            |
| 69            | US-hardware-passcode breaking  | IPEVO                          | Computers                      | IT Operating           |
| 75            | US-other hardware              | MICRO CENTER A/R               | Computers                      | IT Operating           |
| 995           | US-software renewal            | SUSTEEN INC                    | Equipment Repair & Maint       | IT Operating           |
| 42            | US-purgatory pool fountain     | MENARDS                        | Operating Supplies             | Purgatory Creek Park   |
| (17)          | US-return                      | MENARDS                        | Operating Supplies             | Round Lake             |
| 40            | US-irrigation purgatory        | MENARDS                        | Repair & Maint. Supplies       | Purgatory Creek Park   |
| 35            | US-flying cloud ball field     | MENARDS                        | Repair & Maint. Supplies       | Flying Cloud Fields    |
| 1,138         | US-Purgatory pool fountain     | TRI STATE PUMP & CONTROL       | Repair & Maint. Supplies       | Purgatory Creek Park   |
| 65            | US-purgatory                   | MENARDS                        | Repair & Maint. Supplies       | Purgatory Creek Park   |
| 36            | US-purgatory pool fountain     | MENARDS                        | Repair & Maint. Supplies       | Purgatory Creek Park   |
| 65            | US-purgatory fountains         | ELECTRIC MOTOR REPAIR INC      | Other Contracted Services      | Purgatory Creek Park   |
| (11)          | US-purgatory                   | MENARDS                        | Repair & Maint. Supplies       | Purgatory Creek Park   |

| <b>Amount</b> | <b>Explanation</b>          | <b>Vendor</b>                 | <b>Account Description</b>   | <b>Business Unit</b>          |
|---------------|-----------------------------|-------------------------------|------------------------------|-------------------------------|
| 28            | US-purgatory pool fountain  | HOME DEPOT CREDIT SERVICES    | Repair & Maint. Supplies     | Purgatory Creek Park          |
| 55            | US-purgatory pool fountain  | MENARDS                       | Repair & Maint. Supplies     | Purgatory Creek Park          |
| (23)          | US-purgatory pool fountain  | MENARDS                       | Repair & Maint. Supplies     | Purgatory Creek Park          |
| (14)          | US-purgatory pool fountain  | MENARDS                       | Repair & Maint. Supplies     | Purgatory Creek Park          |
| (30)          | US-purgatory pool fountain  | MENARDS                       | Repair & Maint. Supplies     | Purgatory Creek Park          |
| 13            | US-purgatory pool fountain  | MENARDS                       | Repair & Maint. Supplies     | Purgatory Creek Park          |
| 15            | US-flag pole RL             | MENARDS                       | Repair & Maint. Supplies     | Round Lake                    |
| 74            | US-purgatory fountains      | MENARDS                       | Repair & Maint. Supplies     | Purgatory Creek Park          |
| 52            | US-riley/purgatory          | MENARDS                       | Operating Supplies           | Park Maintenance              |
| 13            | US-irrigation/baseline      | UPS STORE, THE                | Repair & Maint. Supplies     | Capital Outlay Parks          |
| 122           | US-shop tools               | MENARDS                       | Small Tools                  | Park Maintenance              |
| 176           | US-franlo gates             | MENARDS                       | Building Materials           | Capital Maint. & Reinvestment |
| 35            | US-anchor bolts             | MENARDS                       | Operating Supplies           | Park Maintenance              |
| 8             | US-gate clips               | MENARDS                       | Building Materials           | Capital Maint. & Reinvestment |
| 8             | US-sr ctr-woodshop repairs  | MENARDS                       | Operating Supplies           | Senior Center                 |
| 69            | US-primer ink               | OFFICE DEPOT CREDIT PLAN      | Operating Supplies           | Water Metering                |
| 19            | US-splash pad               | FRATTALONE CO                 | Operating Supplies           | Round Lake                    |
| 289           | US-hydrofit                 | HYDROFIT                      | Training Supplies            | Fitness Classes               |
| 32            | US-monthly dues             | INSANITY                      | Training Supplies            | Fitness Classes               |
| 142           | US-spri ultra toner         | AMAZON.COM                    | Training Supplies            | Fitness Classes               |
| 29            | US-webinar                  | PARADIGM SYSTEM SOLUTIONS, IN | Tuition Reimbursement/School | Fitness Classes               |
| 1,200         | US-cxworx certifications    | SCW FITNESS                   | Tuition Reimbursement/School | Fitness Classes               |
| 58            | US-supplies                 | OFFICE DEPOT CREDIT PLAN      | Operating Supplies           | Community Center Admin        |
| (35)          | US-return                   | OFFICE DEPOT CREDIT PLAN      | Operating Supplies           | Community Center Admin        |
| 35            | US-supplies                 | OFFICE DEPOT CREDIT PLAN      | Operating Supplies           | Community Center Admin        |
| 33            | US-supplies                 | OFFICE DEPOT CREDIT PLAN      | Operating Supplies           | Community Center Admin        |
| 33            | US-supplies                 | OFFICE DEPOT CREDIT PLAN      | Operating Supplies           | Community Center Admin        |
| 77            | US-supplies                 | ANDON BALLOONS & SIGNS        | Operating Supplies           | Community Center Admin        |
| 28            | US-supplies                 | OFFICE DEPOT CREDIT PLAN      | Operating Supplies           | Community Center Admin        |
| 336           | US-parking tags             | BFT LP                        | Operating Supplies           | Community Center Admin        |
| 248           | US-supplies                 | ALIMED, INC                   | Office Supplies              | Customer Service              |
| 88            | US-engineer interviews      | DAVANNI'S PIZZA               | Miscellaneous                | Organizational Services       |
| 37            | US-safety poster            | VAUGHAN SAFETY INC            | Office Supplies              | Customer Service              |
| 46            | US-cc personal use Klemp    | CUB FOODS EDEN PRAIRIE        | Deposits                     | Escrow                        |
| 45            | US-mn workers comp          | ST PAUL COLLEGE               | Conference/Training          | Human Resources               |
| 23            | US-new hire welcome packets | WALMART COMMUNITY             | Employee Award               | Organizational Services       |
| 335           | US-mn safety council        | MINNESOTA SAFETY COUNCIL      | Conference/Training          | Human Resources               |
| 270           | US-apa membership           | APA MINNESOTA                 | Dues & Subscriptions         | Planning                      |
| 300           | US-registration for conf    | MINNESOTA HISTORICAL SOCIETY  | Conference/Training          | Heritage Preservation         |
| 8             | US-office supplies          | BATTERIES PLUS                | Office Supplies              | Housing and Community Service |
| 15            | US-july monthly meeting     | GOVERNMENT FINANCE OFFICERS   | Conference/Training          | Finance                       |
| 225           | US-popular report           | GOVERNMENT FINANCE OFFICERS   | Awards                       | Finance                       |
| 5,084         | US-june2015 Bldg surchgs    | DEPT OF LABOR & INDUSTRY      | Building Surcharge           | General Fund                  |
| 1,091         | US-june2015 Bldg surchgs    | DEPT OF LABOR & INDUSTRY      | Mechanical Surcharge         | General Fund                  |
| 664           | US-june2015 Bldg surchgs    | DEPT OF LABOR & INDUSTRY      | Plumbing Surcharge           | General Fund                  |
| (137)         | US-june2015 Bldg surchgs    | DEPT OF LABOR & INDUSTRY      | Other Revenue                | General Fund                  |
| 225           | US-2015 annual conf         | GOVERNMENT FINANCE OFFICERS   | Conference/Training          | Finance                       |
| 225           | US-2015 annual conf         | GOVERNMENT FINANCE OFFICERS   | Conference/Training          | Finance                       |
| 190           | US-counterpoint gateway fee | NCR SPECIALTY                 | Bank and Service Charges     | Prairie Village Liquor Store  |
| 336           | US-counterpoint gateway fee | NCR SPECIALTY                 | Bank and Service Charges     | Den Road Liquor Store         |
| 202           | US-counterpoint gateway fee | NCR SPECIALTY                 | Bank and Service Charges     | Prairie View Liquor Store     |
| 81            | 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  |



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|---------------|--------------------------------|--------------------------------|------------------------------|--------------------------------|
| 20            | US-epermit web security        | PAYPAL INC                     | Equipment Repair & Maint     | IT Operating                   |
| 15            | US-café food                   | KWIK TRIP STORES               | Merchandise for Resale       | Concessions                    |
| 12            | US-café food                   | KWIK TRIP STORES               | Merchandise for Resale       | Concessions                    |
| 805           | US-iedc annaul conf            | IEDC                           | Conference/Training          | Economic Development           |
| 140           | US-lighting project            | HOME DEPOT CREDIT SERVICES     | Building Repair & Maint.     | Water Treatment Plant          |
| 16            | US-office supplies             | ADOBE SYSTEMS                  | Office Supplies              | Utility Operations - General   |
| 10            | US-office supplies             | UNITED STATES POSTAL SERVICE   | Office Supplies              | Utility Operations - General   |
| 75            | US-sunshine fund-A schuster    | TLF BELLADONNA FLORIST         | Deposits                     | Escrow                         |
| 84            | US-sunshine fund-K Bengston    | BACHMANS CREDIT DEPT           | Deposits                     | Escrow                         |
| 78            | US-sunshine fund-S Hornaman    | BACHMANS CREDIT DEPT           | Deposits                     | Escrow                         |
| 625           | US-NLC conf-Nashville          | NATIONAL LEAGUE OF CITIES      | Conference/Training          | City Council                   |
| 150           | US-Aho spouse registration NLC | NATIONAL LEAGUE OF CITIES      | Deposits                     | Escrow                         |
| 625           | US-NLC conf-Nashville-butcher  | NATIONAL LEAGUE OF CITIES      | Conference/Training          | City Council                   |
| 625           | US-NLC conf-Nashville-R Case   | NATIONAL LEAGUE OF CITIES      | Conference/Training          | City Council                   |
| 150           | US-NLC spouse registration R C | NATIONAL LEAGUE OF CITIES      | Deposits                     | Escrow                         |
| 115           | US-city mgr luncheon-Packed lu | DAVANNT'S PIZZA                | Miscellaneous                | Administration                 |
| 6             | US-costume                     | GOODWILL CHANHASSEN            | Clothing & Uniforms          | Theatre Initiative             |
| 25            | US-costume                     | TARGET                         | Operating Supplies           | Theatre Initiative             |
| 8             | US-costume                     | GOODWILL CHANHASSEN            | Clothing & Uniforms          | Theatre Initiative             |
| 8             | US-costume                     | JO-ANN FABRIC                  | Operating Supplies           | Theatre Initiative             |
| 33            | US-costume                     | HANCOCK FABRICS                | Clothing & Uniforms          | Theatre Initiative             |
| 3             | US-costume                     | MICHAELS - THE ARTS & CRAFTS S | Operating Supplies           | Theatre Initiative             |
| 196           | US-travel                      | SPIRIT AIRLINES                | Tuition Reimbursement/School | Police                         |
| 106           | US-travel expense              | HERTZ EQUIPMENT RENTAL CORP    | Tuition Reimbursement/School | Police                         |
| 42            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 70            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 54            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 21            | US-office supplies             | DOLLAR TREE STORES, INC.       | Office Supplies              | Police                         |
| 531           | US-travel/tuition              | NEW HORIZONS                   | Tuition Reimbursement/School | Police                         |
| 31            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 16            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 16            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 92            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 88            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 25            | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 346           | US-call response/general       | AMAZON.COM                     | Operating Supplies           | Police                         |
| 255           | US-supplies                    | DISCOUNT SCHOOL SUPPLY         | Operating Supplies           | Special Events (CC)            |
| 21            | US-supplies                    | TARGET                         | Operating Supplies           | Community Center Admin         |
| 28            | US-supplies                    | TARGET                         | Operating Supplies           | Day Care                       |
| 1,240         | US-tennis construction/rules s | IZONE                          | Signs                        | Capital Outlay Parks           |
| 23            | US-zip ties for parks          | WAYTEK INC                     | Operating Supplies           | Park Maintenance               |
| 200           | US-vet memorial name           | COLD SPRING GRANITE            | Other Contracted Services    | Park Acquisition & Development |
| 166           | US-office supplies for ipads   | APPLE.COM                      | Office Supplies              | Fire                           |
| 325           | US-workshop                    | CPSE                           | Conference/Training          | Fire                           |
| 144           | US-supplies                    | ULINE                          | Clothing & Uniforms          | Fire                           |
| 173           | US-mid inspection of new ladde | DELTA AIR                      | Operating Supplies           | Fire                           |
| 107           | US-boot dryer                  | GANDER MOUNTAIN                | Repair & Maint. Supplies     | Utility Operations - General   |
| 447           | US-shop supplies               | HOME DEPOT CREDIT SERVICES     | Repair & Maint. Supplies     | Sewer System Maintenance       |
| 107           | US-sod                         | HOME DEPOT CREDIT SERVICES     | Repair & Maint. Supplies     | Storm Drainage                 |
| 50            | US-Rieder CC reimb             | US BANK                        | Deposits                     | Escrow                         |
| 8             | US-supplies                    | KOWALSKI'S MARKET              | Operating Supplies           | Round Lake Beach               |
| 216           | US-EPCC safety supplies        | AMERICAN RED CROSS             | Operating Supplies           | Pool Operations                |
| (50)          | US-Rieder CC reimb             | US BANK                        | Deposits                     | Escrow                         |

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| 111           | US-EPCC safety supplies        | RECREONICS                     | Safety Supplies                | Pool Operations           |
| 86            | US-traffic counter batteries   | SEARS EDEN PRAIRIE             | Operating Supplies             | Engineering               |
| 265           | US-henn co permit              | HENNEPIN COUNTY PUBLIC WORKS   | Licenses, Permits, Taxes, Fees | Improvement Projects 2006 |
| (144)         | US-pro shop credit             | SPORTS WORLD USA INC           | Merchandise for Resale         | Concessions               |
| 359           | US-vending supplies            | HOCKEYMONKEY.COM               | Merchandise for Resale         | Concessions               |
| 11            | US-office supplies             | OFFICE DEPOT CREDIT PLAN       | Operating Supplies             | Community Center Admin    |
| 42            | US-vending supplies            | SPORTS WORLD USA INC           | Merchandise for Resale         | Concessions               |
| 68            | US-pro shop vending            | SPORTS WORLD USA INC           | Merchandise for Resale         | Concessions               |
| 63            | US-skate sharpening supplies   | GRAINGER                       | Operating Supplies             | Ice Operations            |
| 198           | US-tilting wall mounts         | AMAZON.COM                     | Computers                      | IT Operating              |
| 665           | US-led monitors                | AMAZON.COM                     | Computers                      | IT Operating              |
| 15            | US-wireless mouse              | AMAZON.COM                     | Computers                      | IT Operating              |
| 38            | US-color cartridge for eng     | AMAZON.COM                     | Equipment Repair & Maint       | IT Operating              |
| 33            | US-laminated map for fire      | FEDEX                          | Miscellaneous                  | IT Operating              |
| 45            | US-color cartridge for eng     | AMAZON.COM                     | Equipment Repair & Maint       | IT Operating              |
| 19            | US-car charger for hp-dwight c | AMAZON.COM                     | Miscellaneous                  | IT Operating              |
| 27            | US-wrist rest                  | AMAZON.COM                     | Miscellaneous                  | IT Operating              |
| 14            | US-car charger ipad, fire      | AMAZON.COM                     | Miscellaneous                  | IT Operating              |
| 40            | US-speciality lock EPCC        | AMAZON.COM                     | Computers                      | IT Operating              |
| 104           | US-magswipe card reader        | AMAZON.COM                     | Computers                      | IT Operating              |
| 96            | US-parts                       | GLOBAL INDUSTRIAL.COM          | Equipment Parts                | Fleet Operating           |
| 23            | US-café food                   | CUB FOODS EDEN PRAIRIE         | Merchandise for Resale         | Concessions               |
| 23            | US-café food                   | CUB FOODS EDEN PRAIRIE         | Merchandise for Resale         | Concessions               |
| 53            | US-supplies                    | AMAZON.COM                     | Repair & Maint. Supplies       | Police City Center        |
| 175           | US-art camp supplies           | TRIARCO                        | Operating Supplies             | Arts Center               |
| 714           | US-music license               | ASCAP                          | Licenses, Permits, Taxes, Fees | Arts                      |
| 8             | US-clay studio tool            | CONTINENTAL CLAY COMPANY       | Operating Supplies             | Arts Center               |
| 107           | US-art camp supplies           | MICHAELS - THE ARTS & CRAFTS S | Operating Supplies             | Arts Center               |
| 16            | US-needles for fabric art camp | MICHAELS - THE ARTS & CRAFTS S | Operating Supplies             | Arts Center               |
| 86            | US-watercolor paper            | MICHAELS - THE ARTS & CRAFTS S | Operating Supplies             | Arts Center               |
| 32            | US-squeegee for clay studio    | HOME DEPOT CREDIT SERVICES     | Operating Supplies             | Arts Center               |
| 43            | US-storage boxes, glass studio | TARGET                         | Operating Supplies             | Arts Center               |
| 360           | US-display stand-ep players    | DISPLAYS2GO                    | Operating Supplies             | Arts                      |
| 12            | US-supplies                    | MICHAELS - THE ARTS & CRAFTS S | Operating Supplies             | Arts Center               |
| 16            | US-drinks for umps-heat adviso | SUPERAMERICA                   | Operating Supplies             | Athletic Programs Admin   |
| 14            | US-reserve calendar            | CALENDAR WIZ                   | Operating Supplies             | Reserves                  |
| 150           | US-jail shoes                  | US JAIL SUPPLY                 | Operating Supplies             | Police                    |
| 162           | US-reserve gloves              | GALLS INC                      | Clothing & Uniforms            | Reserves                  |
| 15            | US-screen for splash pad       | MENARDS                        | Repair & Maint. Supplies       | Round Lake                |
| 96            | US-supplies                    | PRAIRIE LAWN AND GARDEN        | Equipment Repair & Maint       | Park Maintenance          |
| 31            | US-saw rental-franlo court     | A TO Z RENTAL CENTER           | Other Rentals                  | Franlo Park               |
| 11            | US-pickleball courts           | MENARDS                        | Operating Supplies             | Franlo Park               |
| 55            | US-bench stain                 | MENARDS                        | Repair & Maint. Supplies       | Park Maintenance          |
| 28            | US-post for staring playground | MENARDS                        | Repair & Maint. Supplies       | Staring Lake              |
| 20            | US-splash pad                  | MENARDS                        | Repair & Maint. Supplies       | Round Lake                |
| 26            | US-playgrounds/rustic hills po | MENARDS                        | Operating Supplies             | Park Maintenance          |
| 20            | US-splash pad                  | MENARDS                        | Chemicals                      | Round Lake                |
| 19            | US-bee spray                   | MENARDS                        | Operating Supplies             | Park Maintenance          |
| 15            | US-movie night tie downs       | MENARDS                        | Building Repair & Maint.       | Staring Lake              |
| 29            | US-critter food                | PETCO                          | Operating Supplies             | Outdoor Center            |
| 13            | US-raptor supplies             | MENARDS                        | Operating Supplies             | Outdoor Center            |
| 7             | US-critter food                | PETCO                          | Operating Supplies             | Outdoor Center            |
| 19            | US-critter food                | PETCO                          | Operating Supplies             | Outdoor Center            |

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| 80            | US-root river trip             | KWIK TRIP STORES           | Program Trips                  | Outdoor Center               |
| 42            | US-critter food                | PETCO                      | Operating Supplies             | Outdoor Center               |
| 5             | US-critter food                | CUB FOODS EDEN PRAIRIE     | Operating Supplies             | Outdoor Center               |
| 25            | US-outdoor ctr                 | MENARDS                    | Operating Supplies             | Outdoor Center               |
| 595           | US-raptor supplies             | MIKES FALCONRY SUPPLIES    | Operating Supplies             | Outdoor Center               |
| 42            | US-critter food                | PETCO                      | Operating Supplies             | Outdoor Center               |
| 40            | US-critter food                | PETCO                      | Operating Supplies             | Outdoor Center               |
| 2,430         | US-led lights                  | PAYPAL INC                 | Building Repair & Maint.       | Water Treatment Plant        |
| 116           | US-led lights                  | PAYPAL INC                 | Building Repair & Maint.       | Water Treatment Plant        |
| 1,848         | US-led lights                  | PAYPAL INC                 | Building Repair & Maint.       | Water Treatment Plant        |
| 211           | US-antenna for new fire truck  | PANORAMA ANTENNAS          | Equipment Repair & Maint       | Public Safety Communications |
| 1,420         | US-parts for vehicle radios    | TESSCO INC                 | Equipment Parts                | Fleet Operating              |
| 8             | US-scheduling additional charg | NIMBLE SCHEDULE            | Other Contracted Services      | Community Center Admin       |
| 10            | US-conf pmt-J Ebben            | MAGC                       | Conference/Training            | Community Center Admin       |
| 1,174         | US-waterrowers down pmt        | WATERROWER INC             | Operating Supplies             | Fitness Classes              |
| 8             | US-scheduling additional charg | NIMBLE SCHEDULE            | Other Contracted Services      | Community Center Admin       |
| 18            | US-food-membership conv trng   | KOWALSKI'S MARKET          | Training Supplies              | Community Center Admin       |
| 8             | US-ovrage charges              | NIMBLE SCHEDULE            | Other Contracted Services      | Community Center Admin       |
| 15            | US-ovrage charges              | NIMBLE SCHEDULE            | Other Contracted Services      | Community Center Admin       |
| 8             | US-ovrage charges              | NIMBLE SCHEDULE            | Other Contracted Services      | Community Center Admin       |
| 375           | US-monthly fees                | NIMBLE SCHEDULE            | Other Contracted Services      | Community Center Admin       |
| 250           | US-monthly billing             | SCW FITNESS                | Licenses, Permits, Taxes, Fees | Fitness Classes              |
| 16            | US-cleaning/operating supplies | CUB FOODS EDEN PRAIRIE     | Operating Supplies             | Den Road Liquor Store        |
| 12            | US-junior tennis               | USTA                       | Dues & Subscriptions           | Tennis                       |
| 81            | US-playgrounds                 | S&S WORLDWIDE              | Operating Supplies             | Playgrounds                  |
| 45            | US-playgrounds                 | WALMART COMMUNITY          | Operating Supplies             | Playgrounds                  |
| 686           | US-LIT                         | TWINS BALLPARK             | Operating Supplies             | Teen Programs                |
| 169           | US-safety camp                 | TARGET                     | Operating Supplies             | Safety Camp                  |
| 672           | US-supplies                    | WILSON SPORTING GOODS      | Operating Supplies             | Tennis                       |
| 22            | US-supplies                    | S&S WORLDWIDE              | Operating Supplies             | Playgrounds                  |
| 25            | US-parking                     | MPLSPARKING.COM            | Operating Supplies             | Teen Programs                |
| 26            | US-LIT                         | WALMART COMMUNITY          | Operating Supplies             | Teen Programs                |
| 121           | US-riley supplies              | WALMART COMMUNITY          | Operating Supplies             | Day Camp                     |
| 41            | US-playgrounds                 | DOLLAR TREE STORES, INC.   | Operating Supplies             | Playgrounds                  |
| 12            | US-junior tennis               | USTA                       | Dues & Subscriptions           | Tennis                       |
| 66            | US-plug supplies               | WALMART COMMUNITY          | Operating Supplies             | Playgrounds                  |
| 153           | US-leaders in training         | BAUDVILLE                  | Operating Supplies             | Teen Programs                |
| 114           | US-playgrounds                 | DISCOUNT SCHOOL SUPPLY     | Operating Supplies             | Playgrounds                  |
| 63            | US-LIT                         | EDINA AQUATIC CENTER       | Operating Supplies             | Teen Programs                |
| 53            | US-playgrounds                 | WALMART COMMUNITY          | Operating Supplies             | Playgrounds                  |
| 144           | US-playgrounds                 | WALMART COMMUNITY          | Operating Supplies             | Playgrounds                  |
| 4             | US-supplies                    | DOLLAR TREE STORES, INC.   | Operating Supplies             | Playgrounds                  |
| 42            | US-supplies                    | WALMART COMMUNITY          | Operating Supplies             | Youth Programs Admin         |
| 50            | US-treats-tennis               | WALMART COMMUNITY          | Operating Supplies             | Tennis                       |
| 12            | US-supplies                    | AMAZON.COM                 | Operating Supplies             | Playgrounds                  |
| 27            | US-adaptive program supplies   | MENARDS                    | Operating Supplies             | New Adaptive                 |
| 2             | US-usta jtt party-ice          | HOLIDAY STATION STORES INC | Operating Supplies             | Tennis                       |
| 95            | US-supplies                    | WALMART COMMUNITY          | Operating Supplies             | Playgrounds                  |
| 64            | US-treats-tennis               | CUB FOODS EDEN PRAIRIE     | Operating Supplies             | Tennis                       |
| 137           | US-fidgets and resources       | AUTISM SHOP                | Operating Supplies             | Accessibility                |
| 55            | US-adaptive camp               | AMC                        | Special Event Fees             | New Adaptive                 |
| 7             | US-summer camp supplies        | SUPERAMERICA               | Operating Supplies             | Therapeutic Rec Admin        |
| 41            | US-event meeting               | POPPED CORN                | Operating Supplies             | July 4th Celebration         |

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| 326           | US-party                       | CRUMB GOURMET DELI            | Operating Supplies           | Parks Administration   |
| 24            | US-playground camp supplies    | WALMART COMMUNITY             | Operating Supplies           | Playgrounds            |
| 24            | US-adaptive camp               | CUB FOODS EDEN PRAIRIE        | Operating Supplies           | New Adaptive           |
| 20            | US-adaptive camp meeting       | JERRY'S FOODS                 | Operating Supplies           | New Adaptive           |
| 66            | US-summer camp supplies        | WALMART COMMUNITY             | Operating Supplies           | Accessibility          |
| 27            | US-supplies                    | AUTISM SHOP                   | Operating Supplies           | Accessibility          |
| 38            | US-parent appreciation         | CUB FOODS EDEN PRAIRIE        | Operating Supplies           | New Adaptive           |
| 21            | US-parent appreciation         | PARTY CITY                    | Operating Supplies           | New Adaptive           |
| 47            | US-cc bank service charge      | PLUG N PAY                    | Bank and Service Charges     | Community Center Admin |
| 24            | US-cc bank service charge      | PLUG N PAY                    | Bank and Service Charges     | Community Center Admin |
| 58            | US-beach week                  | MINNETONKA, CITY OF           | Special Event Fees           | New Adaptive           |
| 519           | US-nozzle forward travel       | UNITED AIR                    | Conference/Training          | Fire                   |
| 526           | US-nozzle forward travel       | DELTA AIR                     | Conference/Training          | Fire                   |
| 231           | US-nozzle forward travel       | DELTA AIR                     | Conference/Training          | Fire                   |
| 231           | US-nozzle forward travel       | DELTA AIR                     | Conference/Training          | Fire                   |
| 79            | US-training                    | JONES & BARTLETT LEARNING LLC | Training Supplies            | Fire                   |
| 23            | US-boat ed mn course           | SAFETY COURSES                | Dues & Subscriptions         | Fire                   |
| 650           | US-leadership institute-soppel | FBI - LEEDA                   | Tuition Reimbursement/School | Fire                   |
| 569           | US-loding-Morrow               | HOLIDAY INN                   | Tuition Reimbursement/School | Police                 |
| (142)         | US-hotel refund                | HOLIDAY INN                   | Tuition Reimbursement/School | Police                 |
| 149           | US-training peterson           | EVENTBRITE                    | Tuition Reimbursement/School | Police                 |
| 149           | US-training reichman           | EVENTBRITE                    | Tuition Reimbursement/School | Police                 |
| 240           | US-training-henke              | BCA/CRIMINAL JUSTICE TRAINING | Tuition Reimbursement/School | Police                 |
| 485           | US-sager                       | IAFCI                         | Tuition Reimbursement/School | Police                 |
| 44            | US-16GB usb                    | MICRO CENTER A/R              | Tuition Reimbursement/School | Police                 |
| 95            | US-training                    | UNIVERSITY OF MINNESOTA       | Tuition Reimbursement/School | Police                 |
| 249           | US-training sackett            | LIFELINE TRAINING LTD         | Tuition Reimbursement/School | Police                 |
| 128           | US-K9 equipment                | LEERBURG                      | Canine Supplies              | Police                 |
| <b>55,523</b> | <b>Report total</b>            |                               |                              |                        |