

AGENDA

EDEN PRAIRIE CITY COUNCIL MEETING

TUESDAY, JUNE 15, 2021

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

CITY COUNCIL: Mayor Ron Case, Council Members Kathy Nelson, Mark Freiberg, PG Narayanan, and Lisa Toomey

CITY STAFF: City Manager Rick Getschow, Public Works Director Robert Ellis, Community Development Director Janet Jeremiah, Parks and Recreation Director Jay Lotthammer, City Attorney Maggie Neuville, and Council Recorder Jan Curielli

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

III. OPEN PODIUM INVITATION

IV. PROCLAMATIONS / PRESENTATIONS

A. ACCEPT CONTRIBUTION FROM ESTATE OF JEFFERY KIRST IN AMOUNT OF \$45,790.22 FOR IMPROVEMENTS AT SENIOR CENTER (Resolution)

V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS

VI. MINUTES

A. COUNCIL WORKSHOP HELD TUESDAY, MAY 18, 2021

B. CITY COUNCIL MEETING HELD TUESDAY, MAY 18, 2021

VII. REPORTS OF ADVISORY BOARDS AND COMMISSIONS

VIII. CONSENT CALENDAR

A. CLERK'S LICENSE LIST

B. APPROVE QUOTE AND AUTHORIZE XIGENT SOLUTIONS, LLC FOR CISCO UCS BLADES REFRESH AT CITY CENTER

C. ADOPT RESOLUTION APPROVING PARTICIPATION IN PERFORMANCE MEASUREMENT PROGRAM ESTABLISHED BY COUNCIL ON LOCAL RESULTS AND INNOVATION

D. APPROVE CONTRACT WITH VTI SECURITY FOR FIRE STATIONS 2, 3, AND 4 CAMERA UPGRADE PROJECT

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- E. **ADOPT RESOLUTION WITHDRAWING FROM JOINT POWERS AGREEMENT ESTABLISHING REGIONAL ALL-HAZARDS INCIDENT MANAGEMENT ORGANIZATION AND APPROVING COOPERATIVE AGREEMENT FOR MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT ORGANIZATION**
- F. **ADOPT RESOLUTION ACCEPTING GRANT FROM MINNESOTA DEPARTMENT OF COMMERCE FOR PURCHASE OF PORTABLE LICENSE PLATE READER**
- G. **APPROVE CONTRACT WITH MOTOROLA FOR DISPATCH CONSOLES, MONITORING, AND LOGGING RECORDER SUPPORT**
- H. **AWARD CONTRACT TO MICHELS PIPE SERVICES FOR REGIONAL CENTER ROAD WATER MAIN RELINING PROJECT**
- I. **APPROVE CHANGE ORDER FOR CUMBERLAND ROAD REHAB**
- J. **AWARD CONTRACT TO VALLEY-RICH CO., INC. FOR WATERMAIN VALVE REPAIRS**
- K. **APPROVE SUBMITTAL OF ANNUAL REPORT TO MPCA FOR PHASE II NPDES STORM WATER PERMIT PROGRAM**
- L. **AWARD CONTRACT TO VALLEY-RICH CO., INC. FOR CREEKWOOD DRIVE DRAINAGE IMPROVEMENTS**
- M. **ACCEPT BIDS AND AWARD CONTRACT TO ODESSA II FOR RILEY LAKE PARK PLAY AREA IMPROVEMENT PROJECT**
- N. **ACCEPT BIDS AND AWARD CONTRACT TO PRAIRIE ELECTRIC FOR INSTALLATION OF SPORTS LIGHTING AT MILLER PARK**
- O. **ADOPT RESOLUTION AMENDING RESOLUTION NO. 2019-117 RELATING TO MAXIMUM ACCRUAL FOR DEFERRED ASSESSMENTS**
- P. **ADOPT RESOLUTION AMENDING RESOLUTION NO. 2017-80 AND 2017-81 RELATING TO DESIGNATED COMMUNITY FESTIVALS**
- IX. **PUBLIC HEARINGS / MEETINGS**
 - A. **MORIMOTO CITY HOMES** by Hennepin CityHomes LLC. Resolution for Planned Unit Development Concept Review on 2.84 acres, First Reading of an Ordinance for Planned Unit District Review with Waivers and Zoning Change from Rural to RM-6.5 on 2.84 acres; Resolution for Preliminary Plat on 2.84 acres (Resolution for PUD Concept Review, Ordinance for PUD District Review and Zoning Change, Resolution for Preliminary Plat)

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- B. **CHAPTER 11 CITY CODE AMENDMENTS** by City of Eden Prairie. First Reading of Ordinance to Amend City Code Chapter 11 relating to Group Usable Open Space, Gross Site Area Per Dwelling Unit, and Parking (**Ordinance**)

- X. **PAYMENT OF CLAIMS**

- XI. **ORDINANCES AND RESOLUTIONS**
 - A. **RESOLUTION TERMINATING LOCAL EMERGENCY**

- XII. **PETITIONS, REQUESTS, AND COMMUNICATIONS**

- XIII. **APPOINTMENTS**
 - A. **STUDENTS ON COMMISSIONS**

- XIV. **REPORTS**
 - A. **REPORTS OF COUNCIL MEMBERS**

 - B. **REPORT OF CITY MANAGER**

 - C. **REPORT OF COMMUNITY DEVELOPMENT DIRECTOR**
 - 1. **Highland Oaks Development Agreement Amendment Request No. 2 (2021-08)**

 - 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**

CITY COUNCIL AGENDA		DATE:
SECTION: Proclamations / Presentations		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Jay Lotthammer, Director, Parks and Recreation	Donation from Estate of Jeffery Kirst to the Senior Center	IV.A.

Requested Action

Move to: Adopt the Resolution accepting the contribution in the amount of \$45,790.22 from the Estate of Jeffery Kirst to go towards improvements to the Senior Center.

Synopsis

Mr. Kirst was a long time Eden Prairie resident, an Election Judge and frequent contributor to the Eden Community Foundation. Upon his recent passing we were notified of funds directed towards Parks and Recreation. This donation from the Estate of Jeffery Kirst will go to the improvements and modifications at the Senior Center. A bench recognizing Mr. Kirst will be placed in a park.

Attachment

Resolution

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

RESOLUTION NO. 2021-

RESOLUTION RELATING TO ACCEPTANCE OF GIFTS

BE IT RESOLVED BY THE EDEN PRAIRIE CITY COUNCIL THAT:

The contribution to the City of \$45,790.22 from the Estate of Jeffery Kirst to be used for improvements at the Senior Center is hereby recognized and accepted by the Eden Prairie City Council.

ADOPTED by the City Council of the City of Eden Prairie this 15th day of June 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

UNAPPROVED MINUTES

CITY COUNCIL WORKSHOP & OPEN PODIUM

TUESDAY, MAY 18, 2021

CITY CENTER

5:00 – 6:25 PM, HERITAGE ROOMS

6:30 – 7:00 PM, COUNCIL CHAMBER

CITY COUNCIL: Mayor Ron Case, Council Members Kathy Nelson, Mark Freiberg, PG Narayanan, and Lisa Toomey

CITY STAFF: City Manager Rick Getschow, Police Chief Greg Weber, Fire Chief Scott Gerber, Public Works Director Robert Ellis, Community Development Director Janet Jeremiah, Parks and Recreation Director Jay Lotthammer, Administrative Services/HR Director Alecia Rose, Communications Manager Joyce Lorenz, City Attorney Maggie Neuville, and Recorder Katie O'Connor

Workshop - Heritage Rooms I and II (5:30)

I. RACE AND EQUITY INITIATIVE UPDATE

Getschow stated tonight's presentation will be on the process of the race and equity initiative. The August workshop is set aside to report on the results. Megan Yerks, Human Rights and Diversity Commission (HRDC) staff liaison, introduced those who have been involved with this initiative including HRDC members, DeYoung Consulting, and the human resources manager.

Yerks stated one of the initial statements made by Council about the initiative was the sentiment of wanting to understand the experience of an Eden Prairie resident from a perspective that they will never have. This statement has been a guide to this project. They have been gathering a comprehensive view of what the residents are seeing and experiencing in Eden Prairie. The initiative project statement was put together with DeYoung Consulting when developing the framework for the project, and DeYoung Consulting has helped communicate this project statement clearly with the people they are interacting with. The project statement reads:

The City of Eden Prairie would like to find ways for the City to become more responsive to residents' diverse needs and to advance racial equity, diversity, and inclusion. We will be actively engaging with the community to learn about our members' needs. We will also complete a review of current policies and procedures to identify barriers. As a result, we hope this project will create and strengthen community relationships, encourage shared decision making and minimize disparities wherever possible.

Yerks stated there are six areas of inquiry: emergency response; facility/program accessibility and culture; recruiting, hiring and retention; connection to community;

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community experience; and developing future leaders. There has been a lot of feedback on the emergency response portion for both the police and fire departments. In regards to facilities and programs the questions pertain to whether residents feel like the spaces and events are designed for them, comfortable for them, and honors their tradition and culture. In regards to recruiting, hiring, and retention a consistent response is it's important to the community for City staff to represent the community. Residents feel more comfortable when they see people who look like them, but it is also helpful for insight when decisions are being made. The connection to community looks at how the City and residents communicate with one another and the level of trust between the two. Community experience is an area where the City may not have much control over experiences with neighbors and organizations, but it also helps the City see the bigger picture. In regards to developing future leaders they reviewed the resources and opportunities available to young people.

Narayanan stated he likes the project scope. Case added the six categories are very thorough. Yerks added she and Commission Member Philip Skeie has also reached out to the City of Brooklyn Park, and they are doing a similar project but focusing on the police department.

Yerks stated the project began in December with defining the project and working with DeYoung. The internal scan took place in January. In February DeYoung Consulting primarily reviewed literature on best practices. In April they hosted community listening sessions. On Friday they concluded all of the organizational and resident interviews. The internal and external outreach is complete. Through the summer there will be data analysis and a review of the findings. The reporting of the findings will happen in July. The internal scan involved 37 documents from three inquiry areas. Emergency response, primarily from police, amounted to 33 percent of the documents. Connection to community documents came from communications, amounting to 19 percent. Recruiting, hiring and retention covered 47 percent of the documents including the hiring process, equal employment opportunity (EEO) statistics and summary, recruitment partnerships, retention data, trainings, the employee handbook, work plans, employee surveys, action plans, performance evaluation, and the Race and Equity plan. DeYoung Consulting has worked on an analysis of the documents. The second part of the internal scan involved internal interviews. These were conducted through individual interviews and focus groups. In regards to emergency response there were a lot of factors they considered when deciding who to interview: a unique perspective, longevity of experience, strength of peer relationships, and uniqueness through a community-based role. They spent a lot of time talking with police officers throughout the chain of command. There was also a focus group with police leadership. In regards to hiring, recruitment, and retention they conducted individual interviews with human resources and a focus group of diverse employees. In regards to connection to the community they conducted interviews with City leadership. In regards to community experience they held a focus group with customer-facing employees. The interviews and focus groups were conducted by DeYoung Consulting. There were a number of conversations internally to discuss the process, and they did their best to provide anonymity.

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Yerks provided an overview of the external outreach process. They wanted to see how the intentions of the City as a service-provider were translating to the community. Resident input was provided through World Café Events conducted virtually. There were four sessions total, three were conducted by DeYoung Consulting and one was conducted by HRDC. Two of the sessions were for the general community, one was focused on the youth population, and one was more specific to the Somali community. They did targeted outreach to recruit participants and worked with community liaison partners to ensure diversity in participants. There was wide diversity in gender, race, experience, and age.

Case inquired if there will be a report on this information in August. He inquired if they leaned on the liaisons to invite people to the conversation or if there was criteria for who they would like involved. Yerks replied they did lean on the liaisons. Most of the criteria was focused on race, but there was inclusion of persons with disabilities and the LBGQTQ community. They focused primarily on race but other themes of intersectionality emerge. Although they talked about race there were many differing perspectives when talking about immigrant versus non-immigrant or English speaking versus non-English speaking.

Nelson inquired if the conversations also captured parents of school-aged children. Yerks confirmed there were conversations including parents and their concerns. There were also conversations about the division of City responsibilities versus the school district.

Yerks stated one areas they focused on was the expectation of confidentiality, yet the necessity of transparency from the City. This is why the interviews and all but one of the community listening sessions were conducted by DeYoung Consulting. The World Café Event conversations included five areas of inquiry, excluding the hiring and retention area of inquiry. Questions focused on strengths and opportunities for improvement. They also talked about an ideal experience and if they had a magic wand to change anything. They received a lot of the feedback about the value of the time spent by leadership in the community. They also acknowledge that there are residents who do not want to have these conversations with the City or there is not a level of trust with them to feel willing to share their experiences. To help capture those voices, they hosted community organization listening sessions. Non-profit organizations gave input through virtual conversations facilitated by Commissioners. There were 14 participants from six Eden Prairie organizations. Instead of asking what the organizations would like to see changed, they were asked what they have been hearing from the community. The notes were submitted to DeYoung Consulting

Freiberg inquired why conversations were had with police department leadership only and not the fire department. Yerks responded part of it was due to budget and the other part due to scheduling. Conversations were had with the fire chief.

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Commission Member Tyler Aman provided insight on the community organization sessions. They were able to express their clients concerns, and once the conversation opened up they had a lot to say. Case inquired which organizations were involved. Yerks responded People Reaching Out to People (PROP), PROP Shop, Eden Prairie Community Foundation, Eden Prairie Schools Early Childhood Program, Interfaith Circle, and TreeHouse. Some of the organizations went to their clients and collected experiences from them prior to the community organization session.

Narayanan inquired how the Commissioners felt about the process. Aman replied he has felt the process is going in the right direction, but it will continue to be a process of checking in with the community. He added in regards to the LGBTQ community, he speaks from experience of not experiencing negative responses within the community. Yerks added the City annually participates in the Human Rights Campaign. The City receives a municipality equity index score annually, and Eden Prairie has remained in similar standing with neighboring communities.

Yerks stated in June 2020 a communitywide survey was conducted via Polco about race and equity. This was done separate from the initiative, but it has provided additional insight into community perspectives. There were 812 participants and the data can be disaggregated for deeper analysis. The demographics mirror the demographics of the community. Perceptions of experiences of another race sometimes match and sometimes do not. It provides a snapshot of information.

Nelson inquired if they have access to this type of data. Case added it would be helpful to have data regarding topics of interest and questions they receive to support the conversations. Getschow added the survey results are separate pieces of information and can be sent to Council.

Skeie added in a conversation with a fire fighter they made a comment about how the sticker for the back of their vehicle made them feel like they could hopefully be perceived as less of a threat when driving around the Twin Cities. This would have never occurred to him.

Yerks stated in mid-June a draft report will be completed by DeYoung Consulting. In late June the City Project Team will review the draft report. In mid-July it will be reviewed by HRDC. Late July the final report will be completed by DeYoung Consulting, and mid-August or early September the report will be presented to Council.

Karen DeYoung added the perspective of ethnicity came up a lot in the project. Parents of school-aged children spoke up. The process was based on a model called appreciative inquiry. This looks at the positive core of the organization. Lastly, there was a discussion on the metrics and how they plan to measure progress in the future. Anna Peters, with DeYoung Consulting, added although they weren't able to interview fire department leadership, they

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were able to interview some firefighters. Commission Member Sana Elassar added she primarily focused on the community liaison role. This will be a continuous process after the report is delivered.

II. HOMETOWN CELEBRATION

Lotthammer provided an update on the Hometown Celebration Fourth of July event. This year the Fourth falls on a Sunday. Initial conversations have been about the comfort of parents and children attending large events. When they thought about the two days leading up to Fourth of July, they decided on a family-friendly night on Friday at Staring Lake. The focus will be on smaller fireworks without the large booms. People will be spread out at stages and there will be food trucks and entertainment. This will be from 6-9:45 p.m. The Saturday event will also be held at Staring and focused on a “strike up the band” theme from 7-9:30 p.m. This will include entertainment and a time to honor veterans. Allie McIntosh and Synergy will be the entertainment on the Fourth at Round Lake Park. This will wrap up around 3 p.m. for those coming in for the performance, fireworks, and food trucks.

Case inquired if there will be booths and tents for people to occupy in the midway. Lotthammer stated there will be limited booths focused solely on those with direct involvement to the festivities. Nelson inquired if the City will go back towards offering the option for booths next year. Case added he would like to see that option return.

Open Podium - Council Chamber (6:30)

III. OPEN PODIUM

A. TOM ROBERTS – RIVERVIEW ROAD

Tom Roberts, 11015 Bell Oaks Estate Rd, stated there should be a sidewalk on Riverview Road. There are many people who are walking along the road. There is still an opportunity for a developer to do this.

Case responded the Council had this conversation about ten years ago with resident about installing a sidewalk with curb and gutter. Case asked if staff can reach out to Roberts and include Council in on the conversation to educate them about whether a trail would be assessed.

Roberts inquired if some have paid in for these improvements. Case stated he does not personally know, but the City would have the information.

IV. ADJOURNMENT

UNAPPROVED MINUTES

EDEN PRAIRIE CITY COUNCIL MEETING

TUESDAY, MAY 18, 2021

7:00 PM, CITY CENTER

CITY COUNCIL:

Mayor Ron Case, Council Members Mark Freiberg, P
G Narayanan, Kathy Nelson, and Lisa Toomey

CITY STAFF:

City Manager Rick Getschow, Public Works Director
Robert Ellis, Community Development Director Janet
Jeremiah, Parks and Recreation Director Jay
Lotthammer, City Planner Julie Klima, Police Chief Greg
Weber, Fire Chief Scott Gerber, City Attorney Maggie
Neuville, and Council Recorder Jan Curielli

I. CALL THE MEETING TO ORDER

Mayor Case 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

Lotthammer explained Items **IV.A. and B.** are related to forestry and forestry accomplishments. Matt Bourne, Parks-Natural Resources Manager, and Lauren Stufft, Forestry & Natural Resources Specialist, work with our forestry resources every day and are here to give the presentation about Arbor Day and the prestigious Sterling Award. He noted Ms Stufft has been instrumental in our getting grants and in partnering to get the means to impact our parks and natural resources.

A. ARBOR DAY PROCLAMATION

B. STERLING AWARD FOR TREE CITY USA ACCOMPLISHMENTS

Bourne gave a PowerPoint overview of the Tree City USA award program which was started in 1976 by the Arbor Day Foundation as a program designed to provide the framework for communities to manage and expand their public trees. Eden Prairie has participated in the award since 1982. One of the four requirements to achieve Tree City USA status is to celebrate and proclaim Arbor Day. He reviewed the specific steps Eden Prairie has taken to preserve our trees including two tree care ordinances: the shade Tree Pest Control Ordinance; and the Tree Preservation Ordinance.

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Stufft reviewed the progress of the City's Emerald Ash Borer (EAB) management plan and displayed maps showing steadily increasing infestations of the EAB since 2017 when it was first identified in the City. A total of 758 infested trees were identified in 2020. She described the City's destruction wave and management plan for the EAB, which includes chemical treatment, removing affected trees, tree planting to offset removals, and a public outreach and education program. As she explained the treatments for EAB, she noted the goal is to plant 1.5 trees for each tree removed on City property and public outreach and education.

Bourne stated for the last few years the City has received grants from Hennepin County for purchasing trees, equipment, and the ash tree treatment. A tree fund was established as an option for developers who are not able to meet the tree replacement requirements in their development. He reviewed the 2021 Arbor Day celebration and tree sale.

Mayor Case read the Arbor Day proclamation proclaiming April 30th, 2021, as Arbor Day in the City of Eden Prairie.

Bourne announced the City has received a Sterling City Award from Tree City USA in recognition of our community having received the Tree City USA Growth Award for ten years. He noted Eden Prairie is only the sixth community in Minnesota to receive this award and the first one since 2016.

Stufft and Bourne presented Mayor Case with the Sterling City Award plaque.

Case stated this is a big deal. He and former Mayor Tyra-Lukens helped initiate the tree replacement preservation policy in 1995, a policy that has since been replicated by many cities across the State. We have begun to see the positive results of our replacement policy now those trees have become full grown. He noted we believe Eden Prairie to have more trees now than at any time since the Ice Age.

Narayanan stated the number of trees in Eden Prairie is constantly growing, even though trees must sometimes be cut down for development of a property. We don't like to see the trees cut down, but we know there will be replacement trees planted to replace them.

C. HUMAN RIGHTS AWARDS

Getschow explained for the last several years the Human Rights and Diversity Commission (HRDC) has awarded Human Rights Awards. Megan Yerks, Staff Liaison, reported the HRDC gives the awards to recognize community members and organizations who do fantastic work in our community

Sehan Adan, HRDC Student Commissioner, announced the Individual Award goes to Joan Howe-Pullis who has demonstrated a deep commitment to building a more welcoming, inclusive community.

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Serena Jain, HRDC Commissioner, presented the Youth Award to Abshir Noor, who has supported his fellow students as they strive to maintain their educational goals during the COVID crisis.

Sam Griffin, HRDC Commissioner, announced the Non-Profit Award to the Hope Speaks Project which provides a support environment for parents to build relationships with one another, to discuss racism, and to support a strong multicultural community in Eden Prairie.

Phil Skeie, HRDC Commissioner, presented the Business Award to Southwest Transit Prime MD, which provides non-emergency medical transportation to ensure residents have access to appropriate medical care.

D. ACCEPT DONATION FROM LOCAL RESIDENT TOWARDS SENIOR CENTER UPGRADES (Resolution No. 2021-36)

Lotthammer stated staff has developed some concepts and designs on how to upgrade and update the Senior Center. We are fortunate that a local resident heard of our efforts and wanted to support the Senior Center in the hope of inspiring others to give. Staff will continue to keep the individual updated on the project.

Case asked Mr. Lotthammer to pass on the Council's thanks for the generous gift.

MOTION: Narayanan moved, seconded by Nelson, to adopt Resolution No. 2021-36 accepting the donation in the amount of \$25,000 from a local resident to go towards Senior Center building improvements. **Motion carried 5-0.**

V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS

Case added **Item XIV.A.1.**

MOTION: Nelson moved, seconded by Toomey, to approve the agenda as amended. **Motion carried 5-0.**

VI. MINUTES

A. COUNCIL WORKSHOP HELD TUESDAY, MAY 4, 2021

B. CITY COUNCIL MEETING HELD TUESDAY, MAY 4, 2021

Freiberg said the City Council minutes should be corrected on Page 18, Paragraph 5, Sentence 11, to read "about his decision **not** being predetermined tonight."

MOTION: Toomey moved, seconded by Narayanan, to approve the minutes of the Council workshop held Tuesday, May 4, 2021, as published, and the City Council meeting held Tuesday, May 4, 2021, as amended. **Motion carried 5-0.**

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VII. REPORTS OF ADVISORY BOARDS AND COMMISSIONS

VIII. CONSENT CALENDAR

- A. **CLERK'S LICENSE LIST**
- B. **APPROVE CONTRACT FOR GOODS AND SERVICES WITH ISPACE ENVIRONMENTS FOR UPGRADES TO EOC STATION 4 TECHNOLOGY**
- C. **APPROVE AGREEMENT WITH TYLER TECHNOLOGIES FOR IMPLEMENTATION OF MOBILEEYES MOBILE FOR FIRE DEPARTMENT**
- D. **AWARD CONTRACT TO JOHNSON CONTROLS INC. FOR CITY CENTER BOILERS REPLACEMENT**
- E. **AWARD CONTRACT TO CASTRO CLEANING LLC FOR ANNUAL CLEANING SERVICES AT WATER TREATMENT PLANT**
- F. **AWARD CONTRACT TO NORTHSTAR MUDJACKING FOR 2021 MUDJACKING**
- G. **AWARD CONTRACT TO GMH ASPHALT CORPORATION FOR CUMBERLAND ROAD REHAB**
- H. **APPROVE AGREEMENT WITH HTPO FOR ENGINEERING SERVICES FOR REHABILITATING TWO CITY SANITARY SEWER LIFT STATIONS**
- I. **APPROVE AGREEMENT WITH AE2S FOR ENGINEERING SERVICES FOR INSTRUMENTATION AND CONTROLS AT TWO CITY SANITARY SEWER LIFT STATIONS**
- J. **AWARD BIDS AND ENTER INTO CONSTRUCTION AGREEMENT WITH BKJ FOR MARTIN DRIVE TRAIL CONSTRUCTION**
- K. **APPROVE AGREEMENT FOR CONSTRUCTION ADMINISTRATION SERVICES WITH HTPO FOR MARTIN DRIVE SIDEWALK IMPROVEMENTS PROJECT**
- L. **AUTHORIZE LEASE WITH METROPOLITAN AIRPORTS COMMISSION FOR FLYING CLOUD BALLFIELDS**

MOTION: Narayanan moved, seconded by Freiberg, to approve Items A-L on the Consent Calendar. **Motion carried 5-0.**

IX. PUBLIC HEARINGS / MEETINGS

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X. PAYMENT OF CLAIMS

MOTION: Toomey moved, seconded by Freiberg, to approve the payment of claims as submitted. **Motion was approved on a roll call vote, with Freiberg, Narayanan, Nelson, Toomey and Case voting “aye.”**

XI. ORDINANCES AND RESOLUTIONS

XII. PETITIONS, REQUESTS, AND COMMUNICATIONS

XIII. APPOINTMENTS

XIV. REPORTS

A. REPORTS OF COUNCIL MEMBERS

1. Initiatives to Preserve Miller Spring—Mayor Case

Case stated he would like feedback from the Council Members about moving forward with four initiatives that would add further protections to the Frederick Miller Spring. What prompted his action was the awareness of people’s love of the spring and its role as an entry point for people to come into Eden Prairie. He was also concerned we may not even have thoroughly tested the water enough to provide accurate information on the water quality.

He listed his four recommendations:

- a. Because of the hydrologic work done by Summit EnviroSolutions for the Noble Hill project, along with the hydrologic work done in 2007 for the Prospect Road Bridge project, we have a much clearer idea of the recharge area that feeds Miller Spring. Based on that, he would like staff to produce their best guess as to the outline of the recharge area for Miller Spring. Once we have the area outlined, we could notify all homes within the recharge area to let them know the rainwater that falls on their lawns percolates down over many years and comes out in Miller Spring. We could then provide contact information for them to get more information about such things as pesticide use. We now know the Noble Hill project will have no impact on the spring, but we will also identify the homes that do impact the spring.
- b. He proposed we do an in-depth water analysis of the Miller Spring water to assure people regarding their concerns about the water quality. We have some minimal knowledge of the water quality but don’t know a lot. This in-depth testing would give us a baseline for future testing, which could then be done once a year.

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- c. We should beautify the area around the spring since this is an entry point to our City for many people, perhaps by adding a pavilion, having better signage, building a concrete structure around the well, and, if possible, adding more spigots.

- d. He recently toured the Prairie Bluffs Conservation Area (PBCA) with a concerned resident. The PBCA is approximately 58 acres of public land that abuts the spring to the east. That bluff land is vulnerable sand bluff land, and we were lucky to get it saved a few years ago when it was dedicated to the City by the developers. There is an access point to the PBCA with a pavilion, parking spots and a pathway into the area. He showed a photo of an illegal trail into the PBCA that has been worn by people walking off the legal trail. There are signs posted at certain points cautioning people not to cross into the vulnerable areas. Yet hundreds of people, including many wedding parties, leave the paved pathway to cross into those areas. Those individuals are crossing illegally and are damaging the bluff. He believed the area should be better signed with information about the vulnerable prairie plants that are endangered. During his visit to the PBCA, he observed many bumblebees all over the property, which is very unusual. He thought we need to be serious about protecting this bluff area. The PBCA is also being accessed from Miller Spring by another illegal trail that leads to a campsite with a fire pit at the top of the hill. The fire pit could cause a fire which would endanger the spring itself. He suggested we partner with the Friends of the Frederick Miller Spring group to help educate people about the PBCA and what impact bluff erosion would have on the spring and creek. That would help harness the energy of that group who love the spring as we all do.

Case asked for discussion among the Council Members to determine the possibility of asking staff to proceed with the actions he suggested.

Freiberg thought it was a great idea. We are dealing with a lot of passion out there, and a partnership for the common good is a good idea. He was concerned by the photos of the illegal trails and the illegal fire pit. The whole area is sand and is quite unstable, and no one seems to be paying a lot of attention to what has happened there now. He would support all four of the points outlined by Mayor Case.

Nelson was very concerned about the bluff land because we have taken a lot of care to get the area preserved and do not want it to degrade. She thought we need to add more signs, to put some kind of barrier on the illegal trail, and to get rid of the fire pit. We should have signage showing the correct trail to use to walk safely in the PBCA. There should be warnings about the lookout area used for photo shoots as that area is in a very vulnerable condition and could be destroyed.

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Narayanan agreed with the Mayor's four points and reiterated all the Council Members love the spring. In addition to the spring, the Council cares about the whole environment, as we witnessed earlier with the report about our tree preservation award.

Toomey agreed with everything the other Council Members said. She asked about the baseline testing proposed since we already do monthly testing of the spring water for nitrates and *E. coli*. Getschow replied we do test for those two elements but nothing else. Toomey then asked if we would continue to do the monthly testing plus add the yearly testing the Mayor proposed. Getschow responded that is what he understood from the discussion thus far.

Toomey suggested we try to find another area we could designate as a photo spot for weddings or other photo shoots.

Case asked Mr. Lotthammer to come back with some thoughts on how the area could be better policed and better signed and to consider the feasibility of Council Member Toomey's idea about a photo spot.

Lotthammer said the access point by the gazebo brings one out onto the hard surface trail put in to allow people to enjoy the conservation area. He displayed a map of the PBCA showing trails. He noted the map shows the signs that are posted in the area now, including a barricade sign that is not very park-like. People are still walking outside of the designated area. There is a place that would be a great alternative for pictures that is signed and is located along the access trail. He noted people are bringing couches and oversized props for extensive photo shoots.

Case asked if we have the correct laws to force people to comply. Lotthammer replied we do have the laws and all of the participants including the photographer would be considered trespassing. Case suggested we might have a system where we give a first warning and make them move to the proper area. We could then penalize the photographer if that person returned. Lotthammer responded two years ago we did an extensive internet search and contacted all photographers who advertised this location to let them know it was illegal. That seemed to help a little, but the activity persists and not just for wedding shoots.

Case noted there are Indian burial mounds in that area, so they are walking in places where they cannot be. He thought we need to tamp down on this activity for a while and spread the word we are ticketing violators in this area. He also thought we need to have a police presence more often in the campfire area. He believed we have consensus on the Council and asked Mr. Getschow to discuss this in a staff meeting and to bring back an update and information on any barriers there might be to taking some action on the four

CITY COUNCIL MINUTES

May 18, 2021

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points presented about the spring and the conservation area.

Narayanan asked if our current signage mentions a fine or just states the area is not open to the public. Lotthammer replied one of the signs says violators will be prosecuted. We also have a sign giving park hours and park rules.

Case stated we need some additional compliance work and possibly some educational signage regarding the vulnerable prairie land and the fact it is the location of burial grounds for indigenous people. We need the education piece as well as the enforcement piece with fines or tickets.

Nelson wanted to get rid of the fire pit because a fire could cause lots of harm to the grasses and possibly to people's homes. That is a dangerous situation.

Case stated he also wanted to respond to the question posed at the meeting two weeks ago about why the City didn't just buy the land. At this point, we have purchased 4200 acres for the City. He calculated the 28-acre Noble Hill property would have cost \$5,000,000, which is more than the cost of the much larger Richard T. Anderson Conservation Area. In addition, we are getting eight acres of the Noble Hill development for free. If we had purchased all of the Noble Hill property, we would have lost potential tax revenue of about \$6,000,000 over the next 20-30 years in addition to the cost to purchase the property. That would make it by far the most expensive land we ever purchased to acquire only 20 more acres, when we have just discussed 15 acres next to it that does need to be protected. He wanted the residents of Eden Prairie to know the Council Members did their due diligence and made the best decision while also protecting the spring and the creek.

- B. REPORT OF CITY MANAGER**
- C. REPORT OF COMMUNITY DEVELOPMENT DIRECTOR**
- D. REPORT OF PARKS AND RECREATION DIRECTOR**
- E. REPORT OF PUBLIC WORKS DIRECTOR**
- F. REPORT OF POLICE CHIEF**
 - 1. Presentation of the 2020 Annual Report**

Chief Weber gave a PowerPoint presentation of the 2020 Annual Report. The Police Department publishes the annual report in the spring based on information about the activities in the department the previous year. Statutory requirements require crime data and other statistics be submitted to the State

CITY COUNCIL MINUTES

May 18, 2021

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and Federal government. Over the last year we have learned our society has a strong desire to see transparency in policing. Our community views the Police Department not only as law enforcement, but also as public servants. He reviewed the 2020 statistics compared to 2019. As part of their transparency efforts, the Police Department published their policy manual on the website. He reviewed the statistics on their activities beyond law enforcement that help to build trust in the community, including 2250 medical calls, public assists, lockouts, mental health calls, school assists, community speaking engagements, directed patrols and others. He noted they have tried to increase their use of social media to provide information and to interact with people in the community.

Case observed we are all so proud of our Police Officers and Chief Weber.

Getschow explained this is the Chief's last meeting because he is retiring. He will be missed for his work in the department and in the community.

G. REPORT OF FIRE CHIEF

H. REPORT OF CITY ATTORNEY

XV. OTHER BUSINESS

XVI. ADJOURNMENT

MOTION: Narayanan moved, seconded by Nelson, to adjourn the meeting. **Motion carried 5-0.** Mayor Case adjourned the meeting at 8:23 p.m.

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Christy Weigel, Police/ Support Unit	Clerk's License Application List	VIII.A.

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

Requested Action

Motion: Approve the licenses listed below

Gambling/Bingo Permit

Organization: Women of Song

Place: Fat Pants Brewing Co
8335 Crystal View Road

Dates: 7/29/2021, 8/26/2021, 9/30/2021, 10/28/2021

Raffle Permit

Organization: Eden Prairie Ducks Unlimited

Place: Fat Pants Brewery
8335 Crystal View Road

Date: June 21, 2021

Temporary On-Sale Liquor License

Organization: Eden Prairie Lions Club

Event: Board & Commission Banquet

Date: July 15, 2021

Place: Garden Room of Eden Prairie
8080 Mitchell Road

New On-Sale & Sunday Liquor License

Licensee name: Sonesta International Hotels Corporation

DBA: Sonesta Select Minneapolis

Location: 11391 Viking Drive

(Formerly Courtyard Management Corporation / Courtyard by Marriott)

Approval is contingent upon passing final inspections and receiving approval by MN Department of Public Safety – Alcohol & Gambling Enforcement and Hennepin County Health

Amendment to Liquor License – 2AM Closing Permit - Renewal

Licensee Name: American Multi-Cinema, Inc

DBA: AMC Theatres Eden Prairie 18

8251 Flying Cloud Drive, #4000

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Aditi Salunke, IT Manager	Upgrade Cisco UCS Blades	VIII.B.

Requested Action

Move to: Approve quote and authorize Xigent Solutions, LLC for Cisco UCS blades refresh at City Hall for \$93,456.69.

Synopsis

Our current Cisco UCS environment was setup in 2015 and needs a refresh. We host about 50 virtual servers in our VM environment. VMware and UCS environment will be upgraded and new blades installed in our production environment during this upgrade.

We have worked with Xigent Solutions, LLC on various upgrades to the datacenter over the last 5 years. The vendor has provided a quote for this work under State Contract 147097 for \$85,263.99 for hardware including 5-year maintenance. Implementation services are estimated to be \$7,800.

We recommend moving forward with this upgrade to ensure we continue to maintain a reliable, available and efficient infrastructure in order to support the city’s day to day technology functions.

Attachment

Xigent quote for software upgrade, UCS blade refresh, and implementation services.

Contract for Goods and Services

This Contract ("Contract") is made on the 24th day of May, 2021, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Xigent Solutions, LLC, a Minnesota company (hereinafter "Xigent") whose business address is 1650 West End Blvd., Suite 100, Minneapolis, MN 55416.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of Xigent 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 Xigent for Purchase and Implementation of new Servers hereinafter referred to as the "Work".

The City and Xigent agree as follows:

1. **Scope of Work.** Xigent agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A (EXHIBIT A - City of Eden Prairie - Blade Refresh (5 Years) #11943 v2) and Exhibit B (EXHIBIT B - City of Eden Prairie - UCS Blade Implementation Services #11501 v1). Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A or Exhibit B are declined in full and, accordingly, are deleted and shall not be in effect in any manner.
2. **Term of Contract.** All Work under this Contract shall be provided, performed and/or completed by Xigent Solutions, LLC.
3. **Compensation for Services.** City agrees to pay Xigent a fixed sum as noted in the Xigent quote as full and complete payment for the goods, labor, materials and/or services rendered pursuant to this Contract and as described in Exhibit A and Exhibit B.
4. **Method of Payment.** Xigent 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.** Xigent has designated Heidi Oliver 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. Xigent may not remove or replace the designated staff without the approval of the City.

[STAFFING PROVISION REQUIRED ONLY FOR SERVICES]

6. **Standard of Care.** Xigent 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. Xigent shall maintain a general liability insurance policy with limits of at least \$1,000,000.00 for each person, and each occurrence, for both personal injury and property damage. Xigent shall provide City with a Certificate of Insurance verifying insurance coverage before providing service to the City.
- b. Worker's Compensation. Xigent shall secure and maintain such insurance as will protect Xigent 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 Xigent's services under this Contract.
- c. Comprehensive Automobile Liability. Xigent shall maintain comprehensive automobile liability insurance with a \$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.)

8. **Indemnification.** Xigent 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 Xigent, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Xigent, its agents, contractors and employees, relative to this Contract. City will indemnify and hold Xigent 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. **Limitations of Liability.** IN NO EVENT WILL XIGENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, DELAY IN COMPLETION OR DELIVERY OF THE SERVICES, LOST PROFITS OR GOODWILL. NOTWITHSTANDING ANYTHING TO THE CONTRARY, XIGENT'S MAXIMUM LIABILITY TO CLIENT ARISING FROM OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE INSURANCE REQUIRED BY THIS AGREEMENT. THE PARTIES AGREE THAT THE DISCLAIMERS, REMEDIES AND LIMITATIONS IN THIS AGREEMENT ARE REASONABLE IN LIGHT OF THE NATURE OF THE SERVICES, PRICING, AND RELATIONSHIP BETWEEN THE PARTIES AND CONSTITUTE A NEGOTIATED AND AGREED UPON ALLOCATION OF RISK.

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

11. **Limited Warranties and Representations.**

- a. By Xigent. Xigent warrants and represents that it will provide the Equipment and perform the Services in a manner consistent with the terms of this Agreement.
 - b. By City. City warrants and represents that it has the full right, power, authority or permission to arrange for and authorize the performance of the Services and to agree to its obligations with respect to the Equipment consistent with the terms of this Agreement.
 - c. No Other Warranties. OTHER THAN THE EXPRESS LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT, THE PARTIES MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THIS AGREEMENT, ANY SOW, THE EQUIPMENT, OR THE SERVICES. ALL OTHER WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR THAT PARTICULAR RESULTS WILL BE OBTAINED ARE EXPRESSLY WAIVED AND DISCLAIMED.
 - d. Remedy for Breach of Performance of Services. City shall notify Xigent in writing within thirty (30) days of City knowing or reasonably believing that the Services performed are nonconforming or defective otherwise such claim is waived. City shall take all reasonable action to mitigate damages and provide Xigent a reasonable opportunity to cure any nonconformance or defects in Services. Any other claims by City that related to the Services must be delivered in writing to Xigent within one (1) year from the date such Services were completed or such claim is waived.
12. **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 Xigent, Xigent shall be paid for services rendered until the effective date of termination.
13. **Independent Contractor.** At all times and for all purposes herein, Xigent is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find Xigent an employee of the City.
14. **Subcontract or Assignment.** Xigent shall not subcontract any part of the services to be provided under this Contract; nor may Xigent assign this Contract, or any interest arising herein, without the prior written consent of the City.
15. **Services Not Provided For.** No claim for services furnished by Xigent not specifically provided for in Exhibit A shall be honored by the City.

GENERAL TERMS AND CONDITIONS

14. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
15. **Compliance with Laws and Regulations.** In providing services hereunder, Xigent 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 Contract and entitle the City to immediately terminate this Contract.
16. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void.
17. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.
18. **Damages.** In the event of a breach of this Contract by the City, Xigent shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
19. **Employees.** Xigent agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Xigent prior to termination of this Contract and for one (1) year thereafter, without prior written consent of the former employer in each case.
20. **Enforcement.** Xigent shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Contract or thereafter of any of the rights or remedies of the City under this Contract.
21. **Entire Contract, Construction, Application and Interpretation.** This Contract is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. 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.
22. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.
23. **Non-Discrimination.** During the performance of this Contract, Xigent 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. Xigent 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. Xigent 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. Xigent further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

24. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Contract if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.
25. **Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
26. **Services Not Provided For.** No claim for services furnished by Xigent not specifically provided for herein shall be honored by the City.
27. **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.
28. **Statutory Provisions.**
 - a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of Xigent or other parties relevant to this Contract are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract.
 - b. **Data Practices.** Any reports, information, or data in any form given to, or prepared or assembled by Xigent under this Contract which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. 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 Xigent 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

Xigent shall comply with those requirements as if it were a government entity. All subcontracts entered into by Xigent in relation to this Contract shall contain similar Data Practices Act compliance language.

29. **Waiver.** Any waiver by either party of a breach of any provisions of this Contract shall not affect, in any respect, the validity of this Contract.

Executed as of the day and year first written above.

CITY OF EDEN PRAIRIE

Mayor

City Manager

XIGENT

By: _____

Its: _____



EXHIBIT A - City of Eden Prairie - Blade Refresh (5 Years)

Quote # 011943

Version 2

Expiration Date: 05/30/2021

Contract Number - State Contract: 147097

Prepared for:

City of Eden Prairie

Aditi Salunke

asalunke@edenprairie.org

Hardware/Maintenance

Manufacturer Part Number	Product Description	Qty	List Each	% Off List	Price Each	Ext. Price
UCSB-B200-M5-U	UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (UPG)	3	\$3,462.08	60.366	\$1,372.17	\$4,116.51
CON-SSSNP-BB200M5U	SOLN SUPP 24X7X4 UCS B200 M5 Blade w/o CPU, mem, HDD, mezz (15	\$748.00	20	\$598.40	\$8,976.00
<i>60 months of Solution Support (24x7x4) per UCS B200 M5 Blade Server</i>						
UCS-MR-X64G2RT-H	64GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	36	\$3,894.58	60.366	\$1,543.59	\$55,569.24
UCSB-MLOM-40G-03	Cisco UCS VIC 1340 modular LOM for blade servers	3	\$1,504.25	60.366	\$596.20	\$1,788.60
UCS-SD-64G-S	64GB SD Card for UCS Servers	6	\$365.27	60.366	\$144.77	\$868.62
N20-FW017	UCS 5108 Blade Chassis FW Package 4.1	3	\$0.00	0	\$0.00	\$0.00
UCS-SID-INFR-UNK	Unknown	3	\$0.00	0	\$0.00	\$0.00
UCS-SID-WKL-UNK	Unknown	3	\$0.00	0	\$0.00	\$0.00
UCSB-LSTOR-BK	FlexStorage blanking panels w/o controller, w/o drive bays	6	\$0.00	0	\$0.00	\$0.00
UCS-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	3	\$0.00	0	\$0.00	\$0.00
UCSB-HS-M5-R	CPU Heat Sink for UCS B-Series M5 CPU socket (Rear)	3	\$0.00	0	\$0.00	\$0.00
UCS-DIMM-BLK	UCS DIMM Blanks	36	\$0.00	0	\$0.00	\$0.00
UCSB-HS-M5-F	CPU Heat Sink for UCS B-Series M5 CPU socket (Front)	3	\$0.00	0	\$0.00	\$0.00
UCS-CPU-I5218	Intel 5218 2.3GHz/125W 16C/22MB DCP DDR4 2666MHz	6	\$4,741.54	60.366	\$1,879.27	\$11,275.62
DC-MGT-SAAS	Cisco Intersight SaaS - 60 Months	1	\$0.00	0	\$0.00	\$0.00
DC-MGT-SAAS-EST-C	Cisco Intersight SaaS - Essentials - 60 Months	3	\$959.40	7.255	\$889.80	\$2,669.40
DC-MGT-IMCS-1S	IMC Supervisor - Advanced - 1 Server License - 60 Months	3	\$0.00	0	\$0.00	\$0.00
DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License - 60 Months	3	\$0.00	0	\$0.00	\$0.00
SVS-DCM-SUPT-BAS	Basic Support for DCM - 60 Months	3	\$0.00	0	\$0.00	\$0.00

Cisco Intersight SaaS Details:

Initial Term - 60.00 Months | Auto Renewal Term - 12 Months | Billing Model - Prepaid Term | Requested Start Date - 03-May-

2021 | Requested End Date - 02-May-2026

Subtotal: \$85,263.99

EXHIBIT A - City of Eden Prairie - Blade Refresh (5 Years)

Prepared by:
Xigent Solutions, LLC
Andrew Schmelzle
651-495-5787
andrew.schmelzle@xigentsolutions.com

Prepared for:
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344-4485
Aditi Salunke
(952) 949-8520
asalunke@edenprairie.org

Quote Information:
Quote #: 011943
Version: 2
Delivery Date: 05/24/2021
Expiration Date: 05/30/2021

Quote Summary

Description	Amount
Hardware/Maintenance	\$85,263.99
Total:	\$85,263.99

City of Eden Prairie

Signature: _____
Name: Aditi Salunke _____
Date: _____



**EXHIBIT B - City of Eden Prairie - UCS Blade
Implementation Services**

Agreement # 011501

Version 1

Expiration Date: 05/30/2021

Prepared for:

City of Eden Prairie

Aditi Salunke

asalunke@edenprairie.org

Executive Summary

Professional Services Agreement

This Professional Services Statement of Work (hereafter “SOW”) sets forth the terms and conditions under which “City of Eden Prairie” (hereafter “Client”) has engaged Xigent Solutions, LLC (hereafter “Xigent”) to provide UCS Blade Implementation services (hereafter “Services”) in support of Client’s desired business outcomes. Xigent, through its employees or other agents, shall provide to Client the Services described below.

Project Summary & Scope

Project Scope

1.1 UCS Blade Implantation and Software Upgrades

Xigent will provide solution design and will assist the Client in upgrading the software in their VMware & UCS environment as well as installing new blades in their production cluster.

1.1.1 Software Upgrades: The VMware & UCS Software Upgrades will include upgrading the following components:

- Upgrade to VMware vCenter 6.7 in Prod & DR sites. (2, vCenters)
- Upgrade VMware ESXi to 6.7 in Prod & DR sites. (Up to 8 hosts)
- Upgrade UCS firmware to latest starred in Prod site. (2 step upgrade)
 - First upgrade to 3.2(8)
 - Second upgrade to latest 4.1 starred

The Upgrade will include a pre-upgrade review of the environment to ensure upgrade readiness.

1.1.2 Blade installation

The Blade installation includes UCS profile configuration, vSphere installation, and vCenter integration for 3 UCS blades servers. Servers will be integrated into the Client’s existing vCenter server. Xigent will demonstrate and assist Client with the migration of VMs from old to new blades.

1.2 Deliverables

The following deliverables will be provided:

- UCS Firmware Upgrade
 - UCS firmware upgraded to 4.1.x for 1 UCS domain with 4 hosts
- vSphere Upgrade
 - vCenter upgraded to 6.7.x for 2 servers
 - ESXi upgraded to 6.7 for up to 8 servers

This document contains confidential information. Each party agrees to utilize reasonable efforts to preserve confidentiality.

- Blade Installation
 - 3 new blades installed, configured, and implemented into existing vCenter server

1.3 Client Success/Project Management

The Xigent Client Success Manager (CSM) will provide the following services:

- Manage and allocate resources based on mutually agreeable project timeline.
- Facilitate and drive an Xigent internal project kickoff and review meeting with all Xigent resources that play a role in the execution of this engagement.
- Facilitate and drive a project kickoff and review meeting with all Client and Xigent resources that play a role in the execution of this engagement.
- Perform project status meetings and/or updates with the Client during the engagement as mutually agreed.
- Coordinate project set-up, task delivery, documentation, and project closure.
- Engage with Client and Xigent resources in a project closure meeting to confirm and document successful delivery of services defined.

Xigent Responsibilities

- Complete the work and provide the deliverables defined within this SOW.
- Provide qualified, and where specifically required, certified professional(s) to perform the work and serve as a 'trusted advisor' to Client.
- Communicate with Client in a timely manner.
- Keep Client informed of project status, including scope, timeline, and costs.
- Identify and seek timely resolution to issues in order to maintain the schedule and timelines.
- Xigent is not responsible or liable for lost data.

Client Responsibilities

- Perform backups of all systems affected by Services performed in this SOW.
- Provide all hardware and/or software and licensing required outside of the Services provided, including ensuring that all wiring, hardware, and software required to perform the Services are in working order.
- Provide at least one (1) technical contact with system administration responsibilities and appropriate levels of access privileges to systems and information.
- Respond to Xigent requests that Client resources work on issues and tasks not directly stated in this SOW but have a direct impact on the successful completion of tasks related to the service provided.
- Rack and stack all hardware.

Service Change Requests

Service Change Requests (SCR) are utilized when Client requests any changes to the scope of Services described in this SOW. The CSM will complete the SCR, outlining the change in Services along with any changes in fees and time required for completion. If Client approves the SCR, the CSM will schedule the

resources necessary to implement the requested change in Services.

Out of Scope

Xigent is responsible to perform only the Services described in this SOW unless mutually agreed upon and defined in a Service Change Request.

Schedule, Timeline, and Location

Service delivery will be scheduled following execution of Xigent's Master Services Agreement and this SOW. Scheduled dates for meetings and deliverables will be mutually agreed upon by Client and Xigent. All scheduled work will be conducted during normal business hours (Monday through Friday, between 8 AM and 5 PM CST), unless otherwise agreed upon by Client and Xigent.

The Services described in this SOW will be performed remotely.

Assumptions

Xigent has made certain assumptions while specifying the Services detailed in this SOW. By executing this SOW, Client understands and agrees to the assumptions outlined below:

- Documentation is limited to what is outlined in the Project Summary and Scope section of this document. Any additional documentation will be considered a change in scope and, as such, will require a SCR.
- Client resources will be available per the agreed upon schedule.
- Any Client documentation provided is accurate and approved.

Professional Services Estimate

Services	Qty	Price	Ext. Price
Professional Services	39	\$200.00	\$7,800.00

Terms & Conditions

Fees & Invoicing

The Services outlined in this SOW will be provided on a time and materials basis. The total estimated effort and fees are listed in the table below. These are estimates only and include time for preparation, delivery, documentation, project management, and travel.

Xigent shall invoice Client monthly and at project completion for all Services and applicable travel costs. Client shall remit payment for invoices within (30) days.

Travel will be billed at \$100/hour. Incidental expenses incurred by Xigent will be billed at actual.

Cancellation and Termination

In the absence of a breach by Xigent of Xigent's obligations, if Client cancels the Service or if Xigent terminates due to breach by Client, Xigent is authorized to invoice, and Client shall pay Xigent fees for Services performed through the date of cancellation.

SOW Acceptance

This SOW and the Master Services Agreement constitute the agreement between Xigent and Client regarding its subject matter, and supersede all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the services and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by Client.

IN WITNESS WHEREOF, the parties have caused this SOW to be signed on the respective dates indicated below.

The parties hereby acknowledge that they have read and do understand this SOW, the Master Service Agreement, and all attachments hereto, and agree to all terms and conditions stated herein.

Prepared for:

City of Eden Prairie

8080 Mitchell Road
Eden Prairie, MN 55344-4485
Aditi Salunke
(952) 949-8520
asalunke@edenprairie.org

Quote Information:

Quote #: 011501

Version: 1
Delivery Date: 04/30/2021
Expiration Date: 05/30/2021

One-Time Fees

Description	Amount
Professional Services Estimate	\$7,800.00
Total: \$7,800.00	

Xigent Solutions, LLC

City of Eden Prairie

Signature: _____
Name: Heidi Oliver
Title: Client Success Manager
Date: 04/30/2021

Signature: _____
Name: Aditi Salunke
Date: _____
PO Number: _____

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Rick Getschow, City Manager	Resolution approving participation in the Performance Measurement Program established by the Council on Local Results and Innovation	VIII.C.

Requested Action

Move to: Adopt the resolution approving participation in the performance measurement program established by the Council on Local Results and Innovation.

Synopsis

The City of Eden Prairie has already implemented the required 10 measures with the majority of them coming from the Quality of Life Survey. This resolution is a formality to adopt the measures and approve using results we already have for a state program in order to receive financial benefit.

Background

In February 2012, the Council on Local Results and Innovation created a voluntary performance measurement program. Requirements of the program include officially adopting and implementing the ten minimum performance measures, reporting the results to the residents through at least one of the following means: publication, direct mailing, posting on the entity's website, or through a public hearing at which the budget and levy will be discussed and public input allowed, and submission of the resolution and results to the Office of the State Auditor.

Benefits to the City of Eden Prairie for participation include a reimbursement of \$0.14 per capita annually and exemption from levy limits for taxes, if levy limits are in effect. The intention is to use the funds to support participation in the ICMA Insights performance management and analytics program. This will help staff to advance our current goals and results performance measures increasing transparency.

Attachments

- Resolution
- Performance Measurement Report Submittal
- List of Standard Measures for Cities

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

RESOLUTION NO. 2021-__

**RESOLUTION APPROVING PARTICIPATION IN THE PERFORMANCE
MEASUREMENT PROGRAM ESTABLISHED BY THE COUNCIL ON LOCAL
RESULTS AND INNOVATION**

WHEREAS, the Council on Local Results and Innovation established by the Minnesota Legislature has implemented a voluntary performance measurement and reporting program; and

WHEREAS, benefits to the City of Eden Prairie for participation include a reimbursement of \$0.14 per capita annually and exemption from levy limits for taxes, if levy limits are in effect; and

WHEREAS, the Council on Local Innovations and Results has established a standard set of measures for cities to adopt and report; and

WHEREAS, the City has adopted and implemented at least 10 of the measures in order to satisfy the program's requirements.

NOW, THEREFORE, BE IT RESOLVED by the Eden Prairie City Council that the City of Eden Prairie will report any updates of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, the City Council of Eden Prairie will submit to the Office of the State Auditor the actual results of the performance measures adopted by the City.

ADOPTED by the Eden Prairie City Council on the 15th day of June, 2021.

Ronald A. Case, Mayor

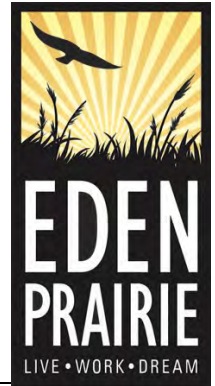
ATTEST:

Kathleen Porta, City Clerk

Performance Measurement Program Report

City of Eden Prairie

6/15/2021



General

Measure	Result	Notes
Rating of the overall quality of Eden Prairie services	Excellent- 39% Good- 50% Fair- 7% Poor- 1% Don't Know- 4%	2020 Quality of Life Survey- 1334 Responses
Citizens' rating of the overall appearance of the city	Excellent- 52% Good- 41% Fair- 6% Poor- 1% Don't Know- 0%	2020 Quality of Life Survey- 1358 Responses
Bond Rating	Aaa AAA	Moody's Investors Service Standard & Poor's Rating Services
Citizens' rating of the quality of city recreational programs and facilities	Recreation services (programs and classes) Excellent- 43% Good- 36% Fair- 7% Poor- 1% Don't Know- 13% Recreation centers or facilities Excellent- 46% Good- 36% Fair- 7% Poor- 1% Don't Know- 10%	2020 Quality of Life Survey- Recreation services 1343 responses 2020 Quality of Life Survey- Recreation centers or facilities 1347 responses

Police Services

Measure	Result	Notes
Citizens' rating of safety in community (Overall feeling of safety in Eden Prairie)	Excellent- 49% Good- 43% Fair- 7% Poor- 1% Don't Know- 0%	2020 Quality of Life Survey- 1365 responses

Fire & EMS Services

Measure	Result	Notes
Citizens' rating of the quality of fire protection services	Excellent- 50% Good- 27% Fair- 2% Poor- 0% Don't Know- 21%	2020 Quality of Life Survey- 1356 responses

Streets

Measure	Result	Notes
Citizens' rating of the quality of city streets as a whole	Excellent- 29% Good- 58% Fair- 12% Poor- 1% Don't Know- 0%	2020 Quality of Life Survey- 1351 responses
Citizens' rating of the quality of snow removal on city streets	Excellent- 45% Good- 38% Fair- 12% Poor- 4% Don't Know- 1%	2020 Quality of Life Survey- 1353 responses

Water

Measure	Result	Notes
Citizens' rating of the quality of the city's drinking water	Excellent- 42% Good- 40% Fair- 11% Poor- 4% Don't Know- 3%	2020 Quality of Life Survey- 1348 responses

Sanitary Sewer

Measure	Result	Notes
Citizens' rating of the quality of water and sewer services	Excellent- 34% Good- 45% Fair- 7% Poor- 1% Don't Know- 12%	2020 Quality of Life Survey- 1340 responses

Standard Measures for Cities

Category	Measure	Notes	
General	1.	Rating of the overall quality of services provided by your city (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	2.	Percent change in the taxable property market value	County assessor's office data
	3.	Citizens' rating of the overall appearance of the city (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	4.*	Nuisance code enforcement cases per 1,000 population	$(\text{Number of cases} / \text{Population}) \times 1,000 = \text{cases per 1,000 population}$
	5.*	Number of library visits per 1,000 population	$(\text{Number of visits} / \text{Population}) \times 1,000 = \text{visits per 1,000 population}$
	6.*	Bond rating	Standard & Poor's Ratings Services or Moody's Investor Services
	7.	Citizens' rating of the quality of city recreational programs and facilities (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	8.*	Accuracy of post election audit (% of ballots counted accurately)	
Police Services	9.	Part I and II Crime Rates	Submit data as reported by the Minnesota Bureau of Criminal Apprehension
	10.*	Part I and II Crime Clearance Rates	Submit data as reported by the Minnesota Bureau of Criminal Apprehension
	11.	Citizens' rating of safety in their community (survey data, provide year completed and total responses)	Example of responses: very safe, somewhat safe, neither safe nor unsafe, somewhat unsafe, very unsafe
	12.	Average police response time	Average time it takes to respond to top priority calls from dispatch to officer on scene.
Fire & EMS Services	13.	Insurance industry rating of fire services	Insurance Service Office (ISO) Rating. The ISO issues ratings to fire departments throughout the country for the effectiveness of their fire protection services and equipment. ISO analyzes data and then assigns a classification from 1 to 10. Class 1 represents superior property fire protection and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.
	14.	Citizens' rating of the quality of fire protection services (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	15.	Average fire response time	Average time it takes from dispatch to apparatus on scene for calls that are dispatched as a possible fire
	16.*	Fire calls per 1,000 population	$(\text{Number of calls} / \text{population}) \times 1,000 = \text{calls per 1,000 population}$
	17.*	Number of fires with loss resulting in investigation	
	18.*	EMS calls per 1,000 population	$(\text{Number of calls} / \text{population}) \times 1,000 = \text{calls per 1,000 population}$
	19.	Emergency Medical Services average response time	Average time it takes from dispatch to arrival of EMS
Streets	20.	Average city street pavement condition rating	Provide average rating and the rating system program/type. Example, 70 rating on the Pavement Condition Index (PCI).
	21.	Citizens' rating of the road conditions in their city (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor. Alternatively: good condition, mostly good condition, many bad spots
	22.*	Expenditures for road rehabilitation per paved lane mile rehabilitated (jurisdiction only roads)	Total cost for rehabilitations / lane miles rehabilitated
	23.*	Percentage of all jurisdiction lane miles rehabilitated in the year	Lane miles rehabilitated in year / total number of lane miles
	24.*	Average hours to complete road system during snow event	
	25.	Citizens' rating of the quality of snowplowing on city streets (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
Water	26.	Citizens' rating of the dependability and quality of the city water supply (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	27.	Operating cost per 1,000,000 gallons of water pumped/produced	Centrally provided system: $(\text{actual operating expense for water utility} / (\text{total gallons pumped} / 1,000,000)) = \text{cost per million}$
Sanitary Sewer	28.	Citizens' rating of the dependability and quality of city sanitary sewer service (Provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	29.	Number of sewer blockages on city system per 100 connections	Centrally provided system: $(\text{Number of blockages} / \text{number of connections}) \times 100 = \text{blockages per 100 connections}$

*New or amended measure

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION: Fire Chief Scott Gerber	ITEM DESCRIPTION: Approve Purchase of Cameras from VTI Security for Fire Stations 2, 3, and 4 Camera Upgrade Project.	ITEM NO.: VIII.D.

Requested Action

Move to: Approve Contract for Goods and Services with VTI Security for Fire Stations 2, 3, and 4 Camera Upgrade Project.

Synopsis

The Fire Department handles contracting for a variety of services related to the installation of products for safety and security of City buildings. The Fire Department recommends accepting the quotations from VTI Security in the amount of \$73,334.16 to upgrade cameras at Fire Stations 2, 3, and 4. These cameras are being purchased off of a contract procured by State of Minnesota Department of Administration cooperative purchasing venture, as permitted by Minn. Stat. § 471.345, subd. 15. The list of equipment and installation services being provided by VTI is identified in its quotations, which are attached as exhibits to the City’s standard contract for goods and services. This upgrade will replace old analog cameras with new IP cameras for better security, risk management, increased safety, and loss prevention. The new cameras will provide a better overall view of the buildings outside. Funding will come from CIP fund.

Xtreme Integration has proposed to install the cabling necessary for the project at a cost of \$10,513. This proposal will be presented to the City Manager at a later date for approval under his statutory authority.

Attachments

- Contract for Goods and Services
- Exhibit A – Quotation for Fire Station 2
- Exhibit B – Quotation for Fire Station 3
- Exhibit C – Quotation for Fire Station 4

Contract for Goods and Services

This Contract ("Contract") is made on the 15th day of June, 2021, between the City of Eden Prairie, Minnesota, a Minnesota municipal corporation (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and VideoTronix, Incorporated, a Minnesota corporation, d/b/a VTI Security (hereinafter "Vendor") whose business address is 401 West Travelers Trail, Burnsville, MN 55337.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of vendors to provide a variety of goods and/or services for the City. That policy requires that persons, firms or corporations providing such goods and/or services enter into written agreements with the City. The purpose of this Contract is to set forth the terms and conditions for the provision of goods and/or services by Vendor for Camera upgrades at Fire Stations 2, 3, and 4 with associated parts 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 Exhibits A, B and C. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibits A, B and C are declined in full and, accordingly, are deleted and shall not be in effect in any manner.
2. **Term of Contract.** All Work under this Contract shall be provided, performed and/or completed by October 29th, 2021.
3. **Compensation for Services.** City agrees to pay the Vendor a fixed sum of Seventy Three Thousand Three Hundred Thirty Four and 16/100 Dollars (\$73,334.16) plus any applicable taxes as full and complete payment for the goods, materials and/or services rendered pursuant to this Contract and as described in Exhibits A, B and C.
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 VTI 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 \$1,000,000.00 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.
 - c. Comprehensive Automobile Liability. Vendor shall maintain comprehensive automobile liability insurance with a \$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles.)
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. **Warranty.** The Vendor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Contract and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Contract, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Contract, at law or in equity.
10. **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.
11. **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.

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.

GENERAL TERMS AND CONDITIONS

14. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
15. **Compliance with Laws and Regulations.** In providing services hereunder, the Vendor 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 Contract and entitle the City to immediately terminate this Contract.
16. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void.
17. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.
18. **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.
19. **Employees.** Vendor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Vendor prior to termination of this Contract and for one (1) year thereafter, without prior written consent of the former employer in each case.
20. **Enforcement.** The Vendor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Contract or thereafter of any of the rights or remedies of the City under this Contract.
21. **Entire Contract, Construction, Application and Interpretation.** This Contract is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. 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.

22. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.
23. **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, sexual orientation 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 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 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.
24. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Contract if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.
25. **Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
26. **Services Not Provided For.** No claim for services furnished by the Vendor not specifically provided for herein shall be honored by the City.
27. **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.
28. **Statutory Provisions.**
 - a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of the Vendor or other parties relevant to this Contract are subject to examination

by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract.

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Vendor under this Contract which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. 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.

29. **Waiver.** Any waiver by either party of a breach of any provisions of this Contract shall not affect, in any respect, the validity of this Contract.

Executed on this 15th day of June, 2021

CITY OF EDEN PRAIRIE

Mayor

City Manager

**VIDEOTRONIX, INCORPORATED,
D.B.A VTI SECURITY**

By: _____

Its: _____



EXHIBIT A

QUOTATION: 141731
VideoTronix Incorporated
401 West Travelers Trail
Burnsville, MN 55337

BILL TO:		JOB LOCATION:			
COMPANY:	City of Eden Prairie	COMPANY:	City of Eden Prairie - Fire Station 2	DATE:	June 1, 2021
ADDRESS:		ADDRESS:	12100 Sunnybrook Road	SALES REP:	Ralph Michels
				PHONE:	(952)210-7637 EXT
			Eden Prairie, MN 55347-2707	EMAIL:	ralph.michels@vtisecurity.com
CONTACT:		CONTACT:			
PHONE:		PHONE:	(952)949-8368		

TITLE:
City of Eden Prairie Fire Station #2 6-1-2021 Rev 2

SCOPE OF WORK:

VTI Quote is based on MN State contract equipment discounts off of MSRP. VTI quoted labor rates are lower than state of MN contract rates. Consulting and site visit labor hours are included at no cost on this quote.

Fire Station 2

Install 3 new exterior Panasonic 4K Multi-Sensor cameras on the exterior of the building. One camera on three corners of the building.

Install one owner provided fixed 1080P camera on the corner to view the patio and water tank area.

Install PoE surge protection module for each exterior camera.

Install 2 new interior Panasonic 2MP Multi-Sensor cameras in the interior of the fire station as shown on the floor plan.

Mount the north interior 2MP MS camera from the ceiling bar joist on the north side.

Mount the south interior 2MP MS camera from the wall.

Provide 6 Genetec upgrade licenses to convert from Analog to IP cameras.

Camera will be programmed into the City Hall Genetec Directory and Archiver server.

Notes:

- Days of storage will be reduced by replacing fixed analog cameras with multi-sensor cameras to the City Hall system.
- New Panasonic multi-sensor cameras are compatible with Genetec Security Center Rev 5.10.1

City of Eden Prairie to provide/install for the project:

- Man lift for camera installation.
- PoE Network switch port for each camera. (30Watt budget for each port).
- IP addresses for cameras.
- CAT6 cable to each camera location.
- Ground cable for surge protection devices connected to building steel.
- Removal of coaxial cable and /18/2 camera power cable.
- Threaded pipe 1 -1/2" installed in the interior bay to hang the multi-sensor camera from the bar joist. Owner/Xtreme to coordinate with VTI prior to pipe installation.
- Provide WV-S2531LN camera and PWM485S wall mount kit for exterior fixed camera location.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
WV-X8571N	Camera, Outdoor Vandal, 4x4K, 33MP MSRP \$3,532.41 - 15% off of MSRP	3.00	\$3,002.55	\$9,007.65
WV-S8531N	Camera, Outdoor Vandal, 8MP MSRP \$2,471.06 - 15% off of MSRP	2.00	\$2,364.78	\$4,729.56

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER: _____ <small>(Print Name)</small>	BUYER SIGNATURE: _____	DATE: _____



QUOTATION: 141731
 VideoTronix Incorporated
 401 West Travelers Trail
 Burnsville, MN 55337

PACA4GR	Corner Mount Adapter, Grey	MSRP \$148.00 - 15% off of MSRP	3.00	\$126.00	\$378.00
WV-QCL101-W	Pendant Mount Bracket, 1 Part, White	MSRP \$131.04 - 15% off of MSRP	1.00	\$111.38	\$111.38
PS781	Pendant Shroud for 4K	MSRP \$82.00 - 15% off of MSRP	1.00	\$69.70	\$69.70
PWM485S	Outdoor Wall Mount Bracket	MSRP - 15% off of MSRP	1.00	\$100.30	\$100.30
DTK-MRJPOE	Power Over Ethernet Surge Protection - RJ45 Conn		4.00	\$71.78	\$287.12
SCE-8N804LP	Enclosure, 8x8x4 - NEMA 1		4.00	\$41.15	\$164.60
SCE-8N8MPP	Subpanel, Flat Perforated, 6x6x0.06 - NEMA	N/A	4.00	\$11.02	\$44.08
CAT6010	10ft Network Patch Cable, Black, Cat6		4.00	\$4.37	\$17.48
CAT6005	Network Jumper, Cat6, 5 Foot, Black Jacket		6.00	\$2.64	\$15.84
GSC-OM-E-1PAC-UP	Upgrade 1 Analog Camera Connection to IP Camera Connection	MSRP \$75.00 - 15% off of MSRP	6.00	\$63.75	\$382.50
INSTALL	IP cameras		2.00	\$104.00	\$208.00
INSTALL	Interior Multi sensor camera install,		5.00	\$104.00	\$520.00
INSTALL	Exterior Multi-sensor camera install,		10.00	\$104.00	\$1,040.00
INSTALL	Exterior fixed camera install		2.00	\$104.00	\$208.00
INSTALL	Surge install at 4 locations		6.00	\$104.00	\$624.00
INSTALL	Removal of existing cameras		2.50	\$104.00	\$260.00
INSTALL	Camera programming		3.00	\$125.00	\$375.00
INSTALL	Camera adjustment with City		1.50	\$104.00	\$156.00
INSTALL	Genetec IP Camera license install		1.25	\$125.00	\$156.25
INSTALL	Testing & coordination		2.50	\$104.00	\$260.00
ENGINEER	Engineering Labor		6.00	\$115.00	\$690.00
PROJ MGMT	Project Management Labor		7.50	\$115.00	\$862.50
FREIGHT	Freight Charges		1.00	\$78.00	\$78.00
A-MISC SHOP SUPPLIES	Misc. Shop Supplies		1.00	\$46.88	\$46.88
1-YEAR-VTI-WARRANTY	1 yr. Workmanship Line Item		1.00	\$0.00	\$0.00

EQUIPMENT:	\$15,846.79
LABOR:	\$5,359.75
SUBCONTRACTOR:	\$0.00
FREIGHT:	\$78.00
SUBTOTAL:	\$21,284.54
TAX:	\$0.00
TOTAL:	\$21,284.54

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
(Print Name)



EXHIBIT B

QUOTATION: 142241
VideoTronix Incorporated
401 West Travelers Trail
Burnsville, MN 55337

BILL TO:		JOB LOCATION:			
COMPANY:	City of Eden Prairie	COMPANY:	City of Eden Prairie - Fire Station 3	DATE:	June 1, 2021
ADDRESS:		ADDRESS:	7350 Eden Prairie Road	SALES REP:	Ralph Michels
				PHONE:	(952)210-7637 EXT
			Eden Prairie, MN 55346-3825	EMAIL:	ralph.michels@vtisecurity.com
CONTACT:		CONTACT:			
PHONE:		PHONE:	(952)949-8368		

TITLE:
City of Eden Prairie Fire Station #3 6-1-2021

SCOPE OF WORK:

VTI Quote is based on MN State contract equipment discounts off of MSRP. VTI quoted labor rates are lower than state of MN contract rates. Consulting and site visit labor hours are included at no cost on this quote.

Fire Station 2

Install 4 new exterior Panasonic 4K Multi-Sensor cameras on the exterior of the building. One camera mounted on four corners of the building.

Install one owner provided fixed 1080P camera in the west bay to view the entrance area.

Install one owner provided fixed 720P camera in the corridor to view the north entrance service door.

Install PoE surge protection module for each exterior camera.

Install 1 new interior Panasonic 2MP Multi-Sensor cameras in the center bay to view the east and center bay areas.

All interior cameras will be mounted to an interior wall. The bay entrance cameras will use wall mount kits. The north service door will direct mount the dome camera to the wall.

Provide 7 Genetec upgrade licenses to convert from Analog to IP cameras.

Camera will be programmed into the Community Center Genetec Directory and Archiver server.

Notes:

- Days of storage will be reduced by replacing fixed analog cameras with multi-sensor cameras to the Community Center Hall system.
- New Panasonic multi-sensor cameras are compatible with Genetec Security Center Rev 5.10.1

City of Eden Prairie to provide/install for the project:

- Man lift for camera installation.
- PoE Network switch port for each camera. (30Watt budget for each port).
- IP addresses for cameras.
- CAT6 cable to each camera location.
- Ground cable for surge protection devices connected to building steel.
- Removal of coaxial cable and /18/2 camera power cable.
- Provide WV-S2531LN camera and PWM485S wall mount kit for bay entrance.
- Provide WV-S2231L camera for north service door.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
WV-X8571N	Camera, Outdoor Vandal, 4x4K, 33MP MSRP \$3,532.41 - 15% off of MSRP	4.00	\$3,002.55	\$12,010.20
WV-S8531N	Camera, Outdoor Vandal, 8MP MSRP \$2,471.06 - 15% off of MSRP	1.00	\$2,364.78	\$2,364.78

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER: _____ <small>(Print Name)</small>	BUYER SIGNATURE: _____	DATE: _____



PWM850	Wall Mount and Shroud Package MSRP \$175.00 - 15% off of MSRP	5.00	\$148.00	\$740.00
PACA4GR	Corner Mount Adapter, Grey MSRP \$148.00 - 15% off of MSRP	4.00	\$126.00	\$504.00
DTK-MRJPOE	Power Over Ethernet Surge Protection - RJ45 Conn	4.00	\$71.78	\$287.12
SCE-8N804LP	Enclosure, 8x8x4 - NEMA 1	4.00	\$41.15	\$164.60
SCE-8N8MPP	Subpanel, Flat Perforated, 6x6x0.06 - NEMA N/A	4.00	\$11.02	\$44.08
SCE-10N804LP	Enclosure, 10x8x4 - NEMA 1	0.00	\$45.21	\$0.00
SCE-10N8MPP	Subpanel, Flat Perforated, 8x6x0.06 - NEMA N/A	0.00	\$12.99	\$0.00
CAT6010	10ft Network Patch Cable, Black, Cat6	4.00	\$4.37	\$17.48
CAT6005	Network Jumper, Cat6, 5 Foot, Black Jacket	7.00	\$2.64	\$18.48
GSC-OM-E-1PAC-UP	Upgrade 1 Analog Camera Connection to IP Camera Connection MSRP \$75.00 - 15% off of MSRP	7.00	\$63.75	\$446.25
A-MISC LIFT RENTAL	lift provided by City of Eden Prairie	0.00	\$0.00	\$0.00
INSTALL	IP cameras	2.50	\$104.00	\$260.00
INSTALL	Interior Multi sensor camera install,	2.50	\$104.00	\$260.00
INSTALL	Exterior Multi-sensor camera install,	13.00	\$104.00	\$1,352.00
INSTALL	Interior install owner provided fixed camera install	4.50	\$104.00	\$468.00
INSTALL	Surge install at 4 locations	6.00	\$104.00	\$624.00
INSTALL	Removal of existing cameras	3.00	\$104.00	\$312.00
INSTALL	Camera programming	3.50	\$125.00	\$437.50
INSTALL	Camera adjustment with City	2.00	\$104.00	\$208.00
INSTALL	Genetec IP Camera license install	2.00	\$125.00	\$250.00
INSTALL	Testing & coordination	2.75	\$104.00	\$286.00
ENGINEER	Engineering Labor	7.00	\$115.00	\$805.00
PROJ MGMT	Project Management Labor	8.50	\$115.00	\$977.50
FREIGHT	Freight Charges	1.00	\$78.00	\$78.00
A-MISC SHOP SUPPLIES	Misc. Shop Supplies	1.00	\$46.88	\$46.88
1-YEAR-VTI-WARRANTY	1 yr. Workmanship Line Item	1.00	\$0.00	\$0.00

EQUIPMENT:	\$16,643.87
LABOR:	\$6,240.00
SUBCONTRACTOR:	\$0.00
FREIGHT:	\$78.00
SUBTOTAL:	\$22,961.87
TAX:	\$0.00
TOTAL:	\$22,961.87

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
(Print Name)



EXHIBIT C

QUOTATION: 142239
VideoTronix Incorporated
401 West Travelers Trail
Burnsville, MN 55337

BILL TO:		JOB LOCATION:			
COMPANY:	City of Eden Prairie	COMPANY:	City of Eden Prairie - Fire Station 4	DATE:	June 1, 2021
ADDRESS:		ADDRESS:	17920 Linwood Court	SALES REP:	Ralph Michels
				PHONE:	(952)210-7637 EXT
			Eden Prairie, MN 55347-2122	EMAIL:	ralph.michels@vtisecurity.com
CONTACT:		CONTACT:			
PHONE:		PHONE:	(952)949-8368		

TITLE:
City of Eden Prairie Fire Station #4 6-1-2021

SCOPE OF WORK:

VTI Quote is based on MN State contract equipment discounts off of MSRP. VTI quoted labor rates are lower than state of MN contract rates. Consulting and site visit labor hours are included at no cost on this quote.

Fire Station 4

Install 5 new exterior Panasonic 4K Multi-Sensor cameras on the exterior of the building. One camera on three corners of the building. One camera on the east bay entrance and one camera on the west bay exit.

Install PoE surge protection module for each exterior camera.

Install 2 new interior Panasonic 2MP Multi-Sensor cameras in the interior of the fire station as shown on the floor plan.

Mount the northwest interior 2MP MS camera on the wall by the service entry door.

Mount the southeast interior 2MP MS camera on the wall by the service entry door.

Provide 5 Genetec upgrade licenses to convert from Analog to IP cameras.

Provide one new IP camera license for the project. Use one spare IP camera license from City.

Camera will be programmed into the City Hall Genetec Directory and Archiver server.

Notes:

- Days of storage will be reduced by replacing fixed analog cameras with multi-sensor cameras to the City Hall system.
- New Panasonic multi-sensor cameras are compatible with Genetec Security Center Rev 5.10.1

City of Eden Prairie to provide/install for the project:

- Man lift for camera installation.
- PoE Network switch port for each camera. (30Watt budget for each port).
- IP addresses for cameras.
- CAT6 cable to each camera location.
- Ground cable for surge protection devices connected to building steel.
- Removal of coaxial cable and 1/8" camera power cable.
- One Genetec IP camera license.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
WV-X8571N	Camera, Outdoor Vandal, 4x4K, 33MP MSRP \$3,532.41 - 15% off of MSRP	5.00	\$3,002.55	\$15,012.75
WV-S8531N	Camera, Outdoor Vandal, 8MP MSRP \$2,471.06 - 15% off of MSRP	2.00	\$2,364.78	\$4,729.56
PWM850	Wall Mount and Shroud Package MSRP \$175.00 - 15% off of	7.00	\$148.00	\$1,036.00

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN		
BUYER: _____ <small>(Print Name)</small>	BUYER SIGNATURE: _____	DATE: _____



	MSRP			
PACA4GR	Corner Mount Adapter, Grey	MSRP \$148.00 - 15% off of MSRP	3.00	\$126.00 \$378.00
DTK-MRJPOE	Power Over Ethernet Surge Protection - RJ45 Conn		5.00	\$71.78 \$358.90
SCE-8N804LP	Enclosure, 8x8x4 - NEMA 1		5.00	\$41.15 \$205.75
SCE-8N8MPP	Subpanel, Flat Perforated, 6x6x0.06 - NEMA	N/A	4.00	\$11.02 \$44.08
CAT6010	10ft Network Patch Cable, Black, Cat6		5.00	\$4.37 \$21.85
CAT6005	Network Jumper, Cat6, 5 Foot, Black Jacket		7.00	\$2.64 \$18.48
GSC-OM-E-1PAC-UP	Upgrade 1 Analog Camera Connection to IP Camera Connection	MSRP \$75.00 - 15% off of MSRP	5.00	\$63.75 \$318.75
GSC-OM-E-1C	GSC OM Camera Enterprise Connection	MSRP \$250.00 - 15% off of MSRP	1.00	\$268.13 \$268.13
ADV-CAM-E-3Y	SMA Enterprise Camera, 3 Year	MSRP \$120.00 - 15% off of MSRP	1.00	\$110.00 \$110.00
A-MISC LIFT RENTAL	lift provided by City of Eden Prairie		0.00	\$0.00 \$0.00
INSTALL	IP cameras		2.50	\$104.00 \$260.00
INSTALL	Interior Multi sensor camera install,		5.00	\$104.00 \$520.00
INSTALL	Exterior Multi-sensor camera install,		16.00	\$104.00 \$1,664.00
INSTALL	Surge install at 5 locations		7.00	\$104.00 \$728.00
INSTALL	Removal of existing cameras		3.00	\$104.00 \$312.00
INSTALL	Camera programming		3.50	\$125.00 \$437.50
INSTALL	Camera adjustment with City		2.00	\$104.00 \$208.00
INSTALL	Genetec IP Camera license install		2.00	\$125.00 \$250.00
INSTALL	Testing & coordination		2.75	\$104.00 \$286.00
ENGINEER	Engineering Labor		7.00	\$115.00 \$805.00
PROJ MGMT	Project Management Labor		8.50	\$115.00 \$977.50
FREIGHT	Freight Charges		1.00	\$88.00 \$88.00
A-MISC SHOP SUPPLIES	Misc. Shop Supplies		1.00	\$49.50 \$49.50
1-YEAR-VTI-WARRANTY	1 yr. Workmanship Line Item		1.00	\$0.00 \$0.00

EQUIPMENT:	\$22,551.75
LABOR:	\$6,448.00
SUBCONTRACTOR:	\$0.00
FREIGHT:	\$88.00
SUBTOTAL:	\$29,087.75
TAX:	\$0.00
TOTAL:	\$29,087.75

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER: _____ BUYER SIGNATURE: _____ DATE: _____
(Print Name)

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT / DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Scott Gerber Fire Chief	Approve Cooperative Agreement for All-Hazards Incident Management Organization	VIII.E.

Requested Action

Move to: Adopt Resolution Withdrawing from the Joint Powers Agreement Establishing the Regional All-Hazards Incident Management Organization and Approving the Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization.

Synopsis

Beginning in late 2008, several local jurisdictions, including the City of Eden Prairie, signed the Joint Powers Agreement Establishing the Regional All-Hazards Incident Management Organization (“IMO”), referred to in this memo as the “JPA”, which created a joint powers entity that could deploy an All-Hazards Incident Management Team (“AHIMT”). An AHIMT is comprised of employees of the various participants in the JPA who could be deployed to support incident management activities both within and outside of the State of Minnesota.

After recent changes in JPA leadership, the League of Minnesota Cities Insurance Trust (“LMCIT”), which insures the City and several other city-participants, expressed insurance and liability concerns regarding the JPA. The City’s insurance policy excludes liability coverage for actions that arise out of a joint powers entity. This means that, under the current JPA, the City does not have liability coverage for matters that may arise from the actions of City employees while deployed or acting on behalf of an AHIMT.

To address this issue and avoid the need for separate liability coverage for the organization, IMO leadership has determined that the IMO does not need to be structured as a joint powers entity to function effectively. Accordingly, the attached Cooperative Agreement has been prepared to govern the IMO going forward. The LMCIT has reviewed the Cooperative Agreement and confirmed that cities providing equipment and employees to the AHIMT under the new agreement will be covered under their LMCIT liability coverage.

The attached resolution withdraws the City from the old JPA and approves the new Cooperative Agreement.

Attachments

Resolution
Cooperative Agreement

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

RESOLUTION NO. 2021-__

**A RESOLUTION WITHDRAWING FROM THE JOINT POWERS AGREEMENT
ESTABLISHING THE REGIONAL ALL-HAZARDS INCIDENT MANAGEMENT
ORGANIZATION AND APPROVING THE COOPERATIVE AGREEMENT FOR THE
MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT
ORGANIZATION**

WHEREAS, the City of Eden Prairie is a signatory to and participant in the Joint Powers Agreement Establishing the Regional All-Hazards Incident Management Organization (the “JPA”); and

WHEREAS, participants in the JPA agreed to make available employees to be rostered for deployment and activated to respond to incidents inside and outside the State of Minnesota as requested by another local agency or unit of government; and

WHEREAS, the City of Eden Prairie and other participants in the JPA wish to re-structure the organization so that it is no longer a joint powers entity with a board of directors, but rather a cooperative association managed by an operating committee; and

WHEREAS, the Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization was prepared to govern the re-structured organization and replace the JPA; and

WHEREAS, the JPA provides that a participant may only withdraw from the JPA by resolution of its governing body declaring its intent to withdraw effective no less than ninety (90) days from the date of the resolution.

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

1. The City of Eden Prairie hereby declares its intent to withdraw and does withdraw from the Joint Powers Agreement Establishing the Regional All-Hazards Incident Management Organization effective ninety (90) days from the date of this Resolution, and hereby consents to termination of the JPA. A certified copy of this resolution shall be delivered to the Chair of the Board as provided in the JPA.
2. The City of Eden Prairie’s participation in the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved.
3. The Cooperative Agreement for the Minnesota Statewide All-Hazards Incident Management Organization is hereby approved and a signature page shall be executed

by the Mayor and City Manager and delivered to the Operating Committee as provided in the Cooperative Agreement.

ADOPTED by the Eden Prairie City Council on the 15th day of June, 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

**COOPERATIVE AGREEMENT
MINNESOTA STATEWIDE ALL-HAZARDS INCIDENT MANAGEMENT
ORGANIZATION**

1. PURPOSE

The purpose of this Cooperative Agreement is to establish the Minnesota Statewide All-Hazards Incident Management Organization for the purpose of training, equipping, maintaining, and deploying Team Members to incidents inside and outside the State of Minnesota as may be requested by a local agency or other governmental unit. The intent of this Cooperative Agreement is to make equipment, personnel, and other resources available from Participants to the requesting agencies and governmental units. The Participants hereto do not intend, and this Cooperative Agreement shall not be construed, to form a joint powers entity pursuant to Minn. Stat. § 471.59.

2. DEFINITIONS

The following definitions apply to this Cooperative Agreement:

- 2.1 “Minnesota Statewide All-Hazards Incident Management Organization” or “IMO” – The Participants who will or may provide Team Members who may be available to be rostered or activated to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.2 “All-Hazards Incident Management Team” or “IMT” – A group of Team Members who are rostered for deployment or are deployed to provide Assistance to support incident management activities pursuant to this Agreement.
- 2.3 “Team Member” – A trained and qualified person who is employed by, contracted to, or volunteering with a Participant, who is or may be available to be activated to support incident management activities pursuant to this Agreement.
- 2.4 “Participant(s)” – Any “governmental unit” as that term is defined in Minn. Stat. § 471.59, subd. 1(b) that is a signatory to this Agreement.
- 2.5 “Requesting Entity” – Any public agency or governmental unit, whether located within or outside of the State of Minnesota, that requests incident management support from the IMO.
- 2.6 “Assistance” – Incident management support activities, which may include but are not limited to: public works personnel and equipment; fire and/or emergency medical services personnel and equipment; law enforcement personnel and equipment; utility personnel and equipment; incident organization; command; operations; planning; logistics; and finance/administration.

- 2.7 “Operating Committee” – The group of individuals designated in this Agreement to receive requests for Assistance from a Requesting Entity and organize the deployment of an IMT.

3. **Operating Committee**

- 3.1 Functions. The IMO will be administered by the Operating Committee. The Operating Committee will receive requests for Assistance from a Requesting Entity and facilitate the deployment of an IMT to provide the requested Assistance. The Operating Committee may also organize and facilitate the training of Team Members to provide incident management support.

- 3.2. Composition. All members of the Operating Committee must be employees or representatives of a Participant. The initial Operating Committee will be comprised of the following individuals:

Terry Stoltzman, Anoka County
Chris Breitbach, Allina Health
Lance Ross, North Memorial
Wayne Kewitsch, Anoka County
Jeff Lanenberg, Allina Health
Trevor Hamdorf, City of New Brighton
Erin Tufte, Stearns County
Dave Statzke, Olmstead County
Marlyn Halverson, Itasca County
Kristi Rollwagen, Metropolitan Airports Commission
Jacob Beauregard, State of Minnesota
Greg Hayes, Mdwakenton Public Safety
Scott Gerber, City of Eden Prairie

- 3.3 Vacancies. A vacancy on the Operating Committee must be filled by the majority vote of the remaining members of the Operating Committee.

- 3.4 Meetings. The Operating Committee will meet as needed, but at least quarterly, to discuss any matters related to the IMO.

- 3.5 Operations Manager. The Operating Committee must designate one of its members as the “Operations Manager,” who will be the contact person for receiving requests for Assistance. The initial Operations Manager will be Terry Stoltzman from Anoka County. The Operating Committee may designate a different Operations Manager at any time by the majority vote of its members.

- 3.6 No Other Power or Authority. The Operating Committee will have no authority to receive or expend funds, to enter into contracts, to hire employees, to purchase or otherwise acquire and hold real or personal property, or to sue another entity or individual.

3.7 Procedure. Upon receiving a request for Assistance, the Operations Manager must report the request to the other members of the Operating Committee. The Operating Committee will then consult with the Participants to assemble an IMT to respond to the request. A Participant is not required to provide Team Members to respond to any particular request.

4. Participants; Liability; Insurance; Indemnification

4.1 Participants. Any governmental unit (as defined in Minn. Stat. § 471.59, subd. 1(b)) may become a Participant in the IMO by providing a signature page to the Operating Committee that has been duly executed by those person(s) having authority to enter into this Cooperative Agreement on behalf of the unit or entity. The Operating Committee must maintain a current roster of all Participants.

4.2 Responsibility for Employees. Any employee, agent, volunteer or contractor of a Participant engaged in providing Assistance under this Cooperative Agreement shall not be considered an employee, agent, volunteer or contractor of any other Participant for any purpose, including worker's compensation and other claims that may or might arise out of the employment context. All claims made against a Participant as a result of any act or omission of an employee, agent, volunteer or contractor of the Participant while the employee is engaged in providing Assistance under this Cooperative Agreement are not the obligation or responsibility of any other Participant.

4.3 Indemnification. No Participant is liable for the acts or omissions of another Participant under this Cooperative Agreement, unless the Participant has agreed in writing to be responsible for the acts or omissions of another Participant. Each Participant agrees to defend, indemnify, and hold harmless the other Participants against any and all claims, liability, loss, damage, or expense, including reasonable attorney's fees, resulting from or arising under this Cooperative Agreement and caused by or resulting from negligent acts or omissions of the Participant and/or those of its employees, agents, volunteers, or contractors. To the extent a Participant is a "municipality" covered by Minnesota Statutes Chapter 466, under no circumstances may the Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Participant. To the extent a Participant is a federally recognized sovereign Native American tribe or a department or agency thereof (a "Tribal Participant"), under no circumstances may such Tribal Participant be required to pay on behalf of itself and any other Participant any amounts in excess of the limits on liability established by a tribal ordinance or law limiting the tort liability of such Tribal Participant.

4.4 Worker's Compensation. No Participant will be responsible for injuries to or death of any employee, agent, volunteer, or contractor of another Participant who provides Assistance as part of an IMT. Each Participant must maintain workers'

compensation insurance or self-insurance coverage, covering its own employees and volunteers while they are providing Assistance pursuant to this Cooperative Agreement and must require contractors and agents to provide workers' compensation coverage as required by law. Each Participant waives the right to sue any other Participant for any workers' compensation benefits paid to its own employees, agents, volunteers, contractors, or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

- 4.5 EMAC Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a request under the Interstate Emergency Management Assistance Compact ("EMAC") is afforded all the protections and coverage as stated in Minnesota Statutes Sections 192.89–192.91.
- 4.6 Specialized Emergency Response Team Deployment. Any Team Member engaged as a member of the IMO and deployed as part of a specialized emergency response team under Minnesota Statutes Section 12.351 shall be deemed an employee of the state as provided by section 12.351.
- 4.7 No Compensation from IMO. Participants and Team Members are not entitled to compensation from the IMO for providing Assistance under this Cooperative Agreement.

5. Equipment

- 5.1 Ownership. Neither the IMO nor the Operating Committee shall own or control any personal property that may be used by an IMT in providing Assistance under this Cooperative Agreement. Individual Participants may purchase and maintain equipment designated exclusively or non-exclusively for IMT purposes, but such equipment will be owned and deployed solely by that Participant. A Participant owning property designated for IMT purposes is solely responsible for the maintenance, repair, replacement, and insurance of the property.
- 5.2 Damage. Each Participant will be responsible for damages to or loss of its own equipment. Each Participant waives the right to sue any other Participant for any damages to or loss of its equipment even if the damages or losses were cause wholly or partially by the negligence of any other Participant or its officers, employees, agents, volunteers, or contractors.

6. Effective Date; Duration; Withdrawal; Termination

- 6.1 Effective Date. This Cooperative Agreement will become effective upon the approval and signature of any two Participants and will become binding upon the remaining Participants on the dates of the approval of each of them.

- 6.2 Duration. This Cooperative Agreement will remain in full force and effect until it is terminated in the manner provided in section 6.4.
- 6.3 Withdrawal. Any Participant may withdraw from this Cooperative Agreement upon thirty (30) days' written notice to the other Participants and the Operating Committee.
- 6.4 Termination. Notwithstanding the Participants' authority to withdraw, this Cooperative Agreement and the IMO created hereby will continue in force until all remaining Participants mutually agree to terminate or revise this Cooperative Agreement. If only one Participant remains, this Cooperative Agreement will terminate automatically and the IMO will cease to exist.

IN WITNESS WHEREOF, each Participant has executed this Cooperative Agreement on the date indicated.

**Signature Page to
Statewide All-Hazards Incident Management Organization
Cooperative Agreement**

PARTICIPANT: City of Eden Prairie

Contact Person: Scott Gerber, Fire Chief

Email: sgerber@edenprairie.org

Phone Number: 952-949-8336

Executed by:

Printed Name: Ronald A. Case

Title: Mayor

Date: June 15, 2021

Printed Name: Rick Getschow

Title: City Manager

Date: June 15, 2021

Please provide executed signature pages to the Operating Committee, attention Terry Stoltzman, at 2100 3rd Avenue, Suite 700, Anoka, MN 55303.

CITY COUNCIL AGENDA		DATE
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT / DIVISION	ITEM DESCRIPTION	ITEM NO.
Police Chief Matt Sackett	Resolution accepting grant from Minnesota Department of Commerce for portable license plate reader (LPR)	VIII.F.

Requested Action

Move to: Adopt Resolution accepting a grant in the amount of \$19,885 from the Minnesota Department of Commerce for the purchase of a portable license plate reader to help combat automobile theft and automobile theft related investigations.

Synopsis

The Police Department received a grant in the amount of \$19,885 from the Minnesota Department of Commerce to purchase a portable license plate reader.

Background

A portable LPR will allow us to move to areas with high incidences of vehicle theft to quickly identify suspect vehicles and suspects, thereby preventing future crimes.

Attachments

Resolution
Grant Contract

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

RESOLUTION NO. 2021-

**RESOLUTION RELATING TO ACCEPTANCE OF A GRANT FROM THE
MINNESOTA DEPARTMENT OF COMMERCE**

BE IT RESOLVED BY THE EDEN PRAIRIE CITY COUNCIL THAT:

Authorize the acceptance of a grant from the Minnesota Department of Commerce in the amount of \$19,885 for the purchase of a portable license plate reader to be used for automobile theft and automobile theft related investigations.

ADOPTED by the City Council of the City of Eden Prairie this 15th day of June, 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Eden Prairie Police Department 8080 Mitchell Road, Eden Prairie, MN 55344("Grantee").

Recitals

1. Under Minn. Stat. § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and automobile theft related crime. Grant awards pursuant to its Request for Proposals have been made for that purpose.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** July 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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

1.2 **Expiration date:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years in increments as determined by the State, through a duly executed amendment.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 **Activities.**

The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1).

2.2 **Reporting Requirements.**

Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at <https://dps.mn.gov/divisions/ojp/grants/Documents/grant-manual.pdf> and is incorporated by reference into this grant contract.

(1) **Financial Reporting.**

Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

(2) **Progress Reporting.**

Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the

end of the reporting period.

(3) **Other Requirements.**

Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) **Evaluation.**

The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) **Requirement Changes.**

The State may modify or change all reporting forms at its discretion during the grant period.

(6) **Special Requirements.**

The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Equipment

(1) **Definitions.**

Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars.

Capital equipment is defined as a single item purchased with a value of \$5,000 or more.

(2) **Purpose.**

All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

(3) **Inventory.**

The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

(4) **Inspection.**

The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

(5) **Replacement.**

The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

(6) **Discontinuation of Use During Grant Term.**

If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

(7) **Discontinuation of Use of Capital Equipment.**

Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

2.3 Personnel

If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or

overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

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

(a) Compensation.

The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the State in Exhibit A:

(1) \$19,885.00 is available for fiscal year 2022

(2) \$0.00 is available for fiscal year 2023

Grant funds available for fiscal year 2022 are permitted to be carried forward into fiscal year 2023 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

(1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.

(2) Any fund transfers must be approved in advance in writing by the State's Authorized Representative and will not be effective until an amendment to this Agreement has been executed.

(3) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$19,885.00.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the costs actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

(b) Unexpended Funds.

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Joseph Boche, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Greg Weber 8080 Mitchell Road, Eden Prairie, MN 55344. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment.

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments.

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver.

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete.

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

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

10 Government Data Practices and Intellectual Property

10.1. *Government Data Practices.*

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. *Intellectual Property Rights.*

Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

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

12 Publicity and Endorsement

12.1 *Publicity.*

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

respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.**

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination**

14.1 **Termination by the State.**

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.**

The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 **Data Disclosure**

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

16 **Other Provisions**

16 Activities Requiring Prior Written Approval

The following require prior written approval:

- (1) Material program modifications:
 - a. Expanding your geographic area.
 - b. Changing organizations involved in activities (expansion, contraction or revision)
 - c. Revising activities and timelines.

- d. Amending the number of activities or number of individuals you proposed to serve.
- e. Revising your target population.
- (2) Purchase of capital equipment.
- (3) Purchase of equipment not specified within the grant agreement.
- (4) Reallocation of funds from one line item to another.
- (5) Contracts of \$5,000 or more.
- (6) Out of state travel when grant funds are used.
- (7) Disposal of equipment purchased with grant funds during the term of the grant.
- (8) Disposal of capital equipment at any time during the during the term of the grant, and for 5 years from the date of purchase of the equipment or when the equipment has a value less than \$5,000, whichever comes first.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Exhibit A – Eden Prairie

Eden Prairie	Approved FY 2022	Approved FY 2023	Total Approved
Equipment Over \$5,000 Per Unit			
Portable LPR	\$ 19,885.00		\$ 19,885.00
Total	\$ 19,885.00		\$ 19,885.00

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Fire Chief Scott Gerber	Approve Agreement to purchase Motorola Solutions Dispatch and Nice Loggers support	VIII.G.

Requested Action

Move to: Approve Contract for Goods and Services with Motorola for dispatch consoles, monitoring and logging recorder support.

Synopsis

The Fire Department handles contracting for a variety of services related to the installation of products for the statewide Armer radio system and our dispatch center. The Fire Department recommends accepting the quotation from Motorola Solutions in the amount of \$164,753.96 for hardware and software support. This is for a 4 year contract starting on November 1,2020. The annual cost to the city will be \$25,505.00 for logging equipment and \$15,683.00 for console support. Combined yearly total of \$41,188.00 dollars

Attachment

Two Contracts from Motorola Solutions - dispatch consoles and logging recorders



1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

SERVICE AGREEMENT

Contract Number: USC000020862
 Contract Modifier: R04-JUL-20 14:03:16

Date: 25-OCT-2020

Customer Name: Eden Prairie Fire Dept, City Of
 Attn:
 Billing Address: 8080 Mitchell Rd
 City, State, Zip: Eden Prairie, MN 55344
 Customer Contact: Mark Vandenberghe
 Phone: 952-949-8368

P.O.# N/A
 Customer # : 1036447929
 Bill to Tag # : 0002
 Contract Start Date: 01-Nov-2020
 Contract End Date: 31-Oct-2024
 Payment Cycle: ANNUALLY

MODEL/OPTION	SERVICES DESCRIPTION
LSV01S01107A	<p>*****Recurring Services*****</p> <p>ESSENTIAL PLUS PACKAGE:</p> <p><u>Included Services:</u></p> <ul style="list-style-type: none"> -NETWORK HARDWARE REPAIR W/ ADV REPLACEMENT -DISPATCH -ONSITE SUPPORT -PREVENTIVE MAINTENANCE -TECHNICAL SUPPORT*** -SECURITY UPDATE SERVICE*** <p><u>Covered Systems/Products:</u></p> <ul style="list-style-type: none"> -Dispatch System ID SZ740F2D18 -MCC7500 Operator Position - Qty: 4
SVC01SVC1103C	<p>NETWORK EVENT MONITORING</p> <ul style="list-style-type: none"> -Dispatch System ID SZ740F2D18

SPECIAL INSTRUCTIONS

***Customer is part of the ARMER System. Special taxation terms apply. Customer receives Technical Support, SUA, and SUS under the terms and conditions of Minnesota State Support Contract, D.O.A. Contract No. 104183 (formerly Contract No. 16494), Release No. S-914(5) (R12# USC000007373).

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.

	EXT PRICE
Sub Total	\$ 62,733.45
Taxes	\$ -
Grand Total	\$ 62,733.45

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MSI SYSTEM SUPPORT CTR	SCHAUMBURG	IL
MSI INFRASTRUCURE DEPOT OPERATIONS	ELGIN	IL
ANCOM TECHNICAL CENTER	BURNSVILLE	MN

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT


1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

CITY MANAGER	TITLE	DATE
--------------	-------	------

CITY MAYOR	TITLE	DATE
------------	-------	------

	Associate C.S.M.	10/31/2020
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MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

Jeffrey Wells	313-418-2884
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name: Eden Prairie Fire Dept, City Of
Contract Number: USC000020862
Contract Modifier: R04-JUL-20 14:03:16
Contract Start Date: 01-Nov-2020
Contract End Date: 31-Oct-2024

Please email signed Service Agreement to:
jeffrey.wells4@motorolasolutions.com

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

See Addendum A

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement. Motorola's specifications, drawings, reprints and technical information shall be deemed trade secrets under Minnesota Data Practices Act and non-public. As to other data, the provisions of 29.b. apply.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

ADDENDUM A

CONTRACT NUMBER USC000020862

Section 11. Limitation of Liability is amended in its entirety as follows:

Except for personal injury or death, Motorola's total liability to Owner, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, is limited to direct damages recoverable under law but not to exceed the Contract Price. Motorola shall not be liable to Owner for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings, or other special, incidental or consequential damages related to or arising from this Agreement, the sale or use of the Equipment, or the performance of services by Motorola pursuant to this Agreement. Notwithstanding the preceding sentence, Owner may recover from Motorola incidental damages resulting from Motorola's breach for expenses reasonably incurred in inspection, receipt, crating, packaging, transportation, recovery of Goods, and care and custody of Goods rightfully rejected, but such incidental damages shall not exceed \$50,000. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 18. Assignment. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

Section 19. Compliance with Laws and Regulations. In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

Section 20. 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.

Section 21. Damages. In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.

Section 22. Entire Agreement, Construction, Application and Interpretation. This Agreement is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. 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.

Section 23. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.

Section 24. Non-Discrimination. During the performance of this Agreement, the Contractor 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 Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

Section 25. Notice. Any notice required or permitted to be given by a party upon the other is given in accordance with this Agreement if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

Section 26. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 27. Services Not Provided For. No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

Section 28. 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.

Section 29. Statutory Provisions.

a. Audit Disclosure. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or

organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

Section 30. 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.



1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

SERVICE AGREEMENT

Contract Number: USC000008396
 Contract Modifier: R04-JUL-20 14:02:30

Date: 15-DEC-2020

Customer Name: Eden Prairie Fire Dept, City Of
 Attn:
 Billing Address: 8080 Mitchell Rd
 City, State, Zip: Eden Prairie, MN 55344
 Customer Contact: Mark Vandenberghe
 Phone: 952-949-8368

P.O.# N/A
 Customer # : 1036447929
 Bill to Tag # : 0002
 Contract Start Date: 01-Nov-2020
 Contract End Date: 31-Oct-2024
 Payment Cycle: ANNUALLY

MODEL/OPTION	SERVICES DESCRIPTION
SVC02SVC0126A	*****Recurring Services***** NICE GOLD-LITE PACKAGE -Dispatch System ID SZ740F2D18_(NICE)

SPECIAL INSTRUCTIONS
 The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.

	EXT PRICE
Sub Total	\$ 102,020.51
Taxes	\$ -
Grand Total	\$ 102,020.51

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
NICE SYSTEMS INC	RESTON	VA
MSI INFRASTRUCURE DEPOT OPERATIONS	ELGIN	IL
ANCOM TECHNICAL CENTER	BURNSVILLE	MN

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

 CITY MANAGER TITLE DATE

 CITY MAYOR TITLE DATE

Jeffrey Wells
 MOTOROLA REPRESENTATIVE (SIGNATURE) Associate C.S.M. 12/15/2020
 TITLE DATE

Jeffrey Wells 313-418-2884
 MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

See Addendum A

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement. Motorola's specifications, drawings, reprints and technical information shall be deemed trade secrets under Minnesota Data Practices Act and non-public. As to other data, the provisions of 29.b. apply.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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ADDENDUM A

CONTRACT NUMBER USC000020862

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a. Audit Disclosure. The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

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CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION: I.C. #207040	ITEM NO.
Rick Wahlen Public Works/Utilities	Award Contract for Regional Center Rd Water Main Relining Project	VIII.H.

Requested Action

Move to: Award contract for the Relining of the Water Main in Regional Center Road to Michels Pipe Services, a Division of Michels Corporation, in the amount of \$226,479.

Synopsis

Eden Prairie Public Works advertised for bids in the City’s official newspaper and on Quest-CDN for the relining repair of the Regional Center Road water main. The engineer’s estimate for this project was \$178,250. Three bids were received and opened on May 27, a tabulation of which is provided below:

	BIDDER	BID BOND	RESPONSIBLE CONTRACTOR	BASE BID
1	Michaels Pipe Services	Yes	Yes	\$226,479.00
2	Minger Construction Co., Inc.	Yes	Yes	\$233,208.50
3	Fer-Pal Construction USA, LLC	Yes	Yes	\$247,850.00

Background Information

Regional Center Road has experienced multiple water main failures over the years leading to a string of repair patches that ultimately compromise the overall integrity of the water main. Relining was determined to be the most feasible repair method, effectively resulting in a new pipe within the old pipe without having perform drilling or excavation. Actual bid prices were at least 27% higher than estimated due to labor shortages and material costs driving up prices following the pandemic. The project will be paid with cash reserves in the water enterprise fund. Staff recommends award to Michels Corporation.

Attachments

- Contract
- Recommendation Letter

SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made and executed this 15th day of June 20 21, by and between City of Eden Prairie hereinafter referred to as the "CITY", and Michels Pipe Services, a division of Michels Corporation, hereinafter referred to as the "CONTRACTOR",

WITNESSETH:

CITY AND CONTRACTOR, for the consideration hereinafter stated, agrees 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. 207040 Regional Center Road Water Main Relining Project

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 \$ 226,479.
- 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
 - b. Proposal Form
 - c. Construction Short Form Agreement
 - d. Contractor's Performance Bond
 - e. 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

By _____
Its City Mayor

By _____
Its City Manager

CONTRACTOR

In Presence Of:

By _____
Its _____

Its _____

June 7th, 2021

Mr. Rick Wahlen
City of Eden Prairie
14100 Technology Drive
Eden Prairie, MN 55344

Re: Regional Center Rd. Watermain Rehabilitation
Improvement Project #207040

Dear Mr. Wahlen,

Bids were received and opened at 10:00 a.m. on Thursday May 27, 2021, for the above referenced project. The bids are shown on the attached Summary of Bids.

The low bidder, Michels Pipe Services; a division of Michels Corporation, came in with a bid of \$226,479.00, which was 27% above than the Engineer's Estimate of \$178,250.00.

Recommendation is made that the City Council awards Improvement Project #207040 to Michels Pipe Services in the amount of \$226,479.00 for the project. This recommendation considers that the City Council reserves the right to waive minor irregularities and further reserves the right to award the contract in the best interests of the City.

Respectfully,

Hansen Thorp Pellinen Olson, Inc.



Adam Pawelk, PE

7510 Market Place Drive
Eden Prairie, MN 55344
952-829-0700
952-829-7806 fax
www.htpo.com

Enclosures
Summary of Bids

SUMMARY OF BIDS

City of Eden Prairie
Improvement Project # 207040

DESCRIPTION: Regional Center Rd. Watermain Rehabilitation
BID OPENED: May 27, 2021
CONSULTING ENGINEER: HTPO
CHECKED BY: HTPO

Bidder	Bid Bond	Responsible Contractor	Base Bid
<i>Engineer's Estimate</i>			<u>\$178,250.00</u>
Michels Pipe Services; a division of Michels Corporation	Yes	Yes	\$226,479.00
Minger Construction Co., Inc.	Yes	Yes	\$233,208.50
Fer-Pal Construction USA LLC	Yes	Yes	\$247,850.00

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION: I.C. 20823	ITEM NO.:
Carter Schulze Public Works / Engineering	Approve Change Order to the Construction Contract for Cumberland Road Rehabilitation in the amount of \$99,736.95	VIII.I.

Requested Action

Move to: Approve Change order in the amount of \$99,736.95 for the Cumberland Road Rehabilitation project.

Synopsis

The poor underlying soils present on this project were worse than expected once the layer of asphalt was removed. The testing prior to the project showed an excess of gravel normally sufficient to carry the traffic load, but the moisture content of the underlying soils was too high causing rutting and instability. The soils need to be corrected in order to properly build the road and this change order will address that soil correction. Staff recommends approving this change order.

Background Information

This portion of Cumberland Road between Mitchell Road and Sycamore Court has deteriorated beyond the ability for a typical rehabilitation method of a mill and overlay. The plan included removing a 3” layer of bituminous and then grinding up the remaining section of bituminous with the underlying gravel. Finally the curb and gutter is to be removed and replaced. The original duration of this project was set for around 1 month. This will add approximately 2 weeks to the project length.

Attachment

Attachment 1 – Change-Order 1

CHANGE ORDER NO. 1

Project: Cumberland Road Rehabilitation Project
Eden Prairie, Minnesota
City Project No. 20823

To: GMH Asphalt Corporation

You are hereby directed to make the changes noted below in the contract.

NATURE OF CHANGE TO CONTRACT

The Engineer determined that following the removal of the pavement layer, the roadway section contained unsuitable soils below the aggregate layer beyond the anticipated scope of the project which requires the material to be removed and replaced. The Engineer recommends approval of the negotiated unit prices for the Subgrade Excavation and 3" Minus Stabilization Aggregate for the amount of material over the bid quantity amount.

ADD the following costs to the contract:

	<u>Unit</u>	<u>Unit Price</u>	<u>Est Qty</u>	<u>Amount</u>
1. Subgrade Excavation	CY	\$ 38.24	1,245	\$47,608.80
2. 3" Minus Stabilizing Aggregate	CY	\$ 41.87	1,245	\$52,128.15
TOTAL ADDITONS				\$ 99,736.95

CONTRACT AMOUNT	\$ 231,743.90
TOTAL ADDITIONS	\$ 99,736.95
TOTAL DELETIONS	- \$ 0.00
TOTAL CHANGE RESULTING FROM THIS CHANGE ORDER	\$ 331,480.85
TOTAL CONTRACT VALUE INCLUDING THIS CHANGE ORDER	\$ 331,480.85

THE ABOVE CHANGES ARE ACCEPTED:

GMH Asphalt Corporation

CITY OF EDEN PRAIRIE

By _____

By _____
Mayor

Date _____

Date _____

By _____
City Manager

Date _____

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION: Rick Wahlen Public Works/Utilities	ITEM DESCRIPTION: I.C. #207040 Award Contract for Watermain Valve Repairs to Valley Rich Co., Inc.	ITEM NO. VIII.J.

Requested Action

Move to: Award contract for performing Water Main Valve Repairs to Valley Rich Co., Inc. in the amount of \$154,500.

Synopsis

Quotes were solicited from two competent local underground utility contractors for digging up and replacing corroded bolts in water main valves and fittings in streets where the bituminous surface will be reconditioned. Both trusted contractors have worked with the city for many years and are familiar with our system and procedures. Staff recommends awarding the contract to the lowest-cost proposal.

Contractor	Base Proposal Unit Price	Base Proposal Total	Alternate 1 (Bituminous)	Alternate 2 (Curb)	Total
Valley Rich, Co., Inc.	\$2,550	\$102,000	\$36,000	\$16,500	\$154,500
Parrott Contracting, Inc.	\$3,125	\$125,000	\$39,960	\$22,800	\$187,760

Background Information

This preventive maintenance effort is intended to eliminate potential future water main leaks in our newly reconditioned streets due to bolt failure. The consequential damage to a new street surface that inevitably occurs from an emergency repair can be greatly minimized. The cost of these preemptive repairs is approximately 30 to 40 percent less than our emergency repair expenses which can occur at any time of the day or night. Project costs are funded in the water utility capital improvement plan for 2021.

Attachments

Contract
Exhibit A

Construction Contract

This Contract ("Contract") is made on the 15th day of June, 2021, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Valley Rich Co., Inc., a Minnesota corporation (hereinafter "Contractor") whose business address is 147 Jonathan Blvd. North, Ste 4, Chaska, MN 55318.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Contract is to set forth the terms and conditions for the provision of services by Contractor for the Excavation of Water Distribution System Valves and Fittings, Replacement of all bolts within the excavation, Wrapping Exposed Pipe and Fittings with Polyethylene Encasement, Verifying System Integrity, Backfilling the Excavation, and Restoring the Road Surface and/or Curb hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work/Proposal.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, contractor or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.
2. **Time of Commencement and Completion.** The Work to be performed under this Contract shall be commenced immediately after execution of this Contract. The Work shall be completed by March 15, 2023.
3. **Compensation for Services.** City agrees to pay the Contractor a sum not to exceed \$ 154,500 as full and complete payment for the labor, materials and services rendered pursuant to this Contract and as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay.

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

4. **Method of Payment.** The Contractor shall submit to the City, on a monthly basis, an itemized invoice for services performed under this Contract. Invoices submitted shall be paid in the same manner as other claims made to the City.
 - a. Invoices. Contractor shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Contractor shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract. Each invoice shall be accompanied by general lien waiver and further lien waivers from all subcontractors on the project waiving liens for work for which payment was requested by Contractor and paid for by City on the preceding invoice.
 - b. Claims. To receive any payment on this Contract, pursuant to Minn. Stat. 471.38, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
 - c. Final Payment. Contractor's request for final payment shall be accompanied by Contractor's affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Contractor when the Work has been completed, the Contract fully performed, and the City accepts the Work in writing. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of Application for Final Payment.
 - d. Income Tax Withholding. No final payment shall be made to the Contractor until the Contractor has provided satisfactory evidence to the City that the Contractor and each of its subcontracts has complied with the provisions of Minn. Stat. Section 290.92 relating to withholding of income taxes upon wages. A certificate by the Commissioner of Revenue shall satisfy this requirement.
5. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably

foreseen at the time of execution of this Contract. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

6. **Project Manager and Staffing.** The Contractor shall designate a Project Manager and notify the City in writing of the identity of the Project Manager before starting work on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the Project Manager without the approval of the City.
7. **Condition and Inspection.** All goods and other materials furnished under this Contract shall be new and in current manufacture, unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with this Contract. All goods and work not conforming to these requirements shall be considered defective. Goods shall be subject to inspection and testing by the City. Defective goods or goods not in current manufacture may be returned to the Contractor at the Contractor's expense.
8. **Correction of Work.** The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform under this Contract whether observed before or after completion of the Work and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.
9. **Warranty.** The Contractor expressly warrants and guarantees to the City that all Work performed and all materials furnished shall be in accord with the Contract and shall be free from defects in materials, workmanship, and operation which appear within a period of one year, or within such longer period as may be prescribed by law or in the terms of the Contract, from the date of City's written acceptance of the Work. The City's rights under the Contractor's warranty are not the City's exclusive remedy. The City shall have all other remedies available under this Contract, at law or in equity.

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

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

The Contractor shall post bonds to secure the warranties.

10. **Private Property.** The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the City. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc.; all water, sewer and gas lines; all conduits; all overhead pole lines or appurtenances thereof; and all other public or private property along or adjacent to the work.
11. **Removal of Construction Equipment, Tools and Supplies.** At the termination of this Contract, before acceptance of the Work by the City, the Contractor shall remove all of Contractor's equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove them and deduct the cost of removal from any amount owed to Contractor.
12. **Suspension of Work by City.** The City may at any time suspend the Work, or any part thereof, by giving ten (10) days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to resume. If the City's suspension of all or part of the Work causes additional expenses not due to the fault or negligence of the Contractor, the City shall reimburse the Contractor for the additional expense incurred due to suspension of the work. Claims for such compensation, with complete substantiating records, shall be filed with the City within ten (10) days after the date of order to resume Work in order to receive consideration. This paragraph shall not be construed as entitling the Contractor to compensation for delays due to inclement weather, failure to furnish additional surety or sureties specified herein, for suspension made at the request of the Contractor, or for any other delay provided for in this Contract.
13. **City's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract or fails to perform any provisions of the Contract, the City may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the City may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payment then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.
14. **City's Right to Terminate Contract and Complete the Work.** The City has the right to terminate this Contract for any of the following reasons:
 - a. The Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or becomes insolvent;
 - b. Failure of Contractor to supply adequate properly skilled workmen or proper materials;
 - c. Failure of Contractor to make prompt payment to subcontractor for material or labor;

- d. Any disregard of laws, ordinances or proper instructions of the City;
- e. Assignment or work without permission of the City;
- f. Abandonment of the work by Contractor;
- g. Failure to meet the work progress schedule set forth in this Contract;
- h. Unnecessary delay which, in the judgment of the City, will result in the work not being completed in the prescribed time.

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

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

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

In the event that the Contractor abandons the Work, fails or refuses to complete the Work or fails to pay just claims for labor or material, the City reserves the right to charge against the Contractor all legal, engineering, or other costs resulting from such abandonment, failure or refusal. Legal costs will include the City's cost of prosecuting or defending any suit in connection with such abandonment, failure or refusal, and non-payment of claims wherein the City is made co-defendant, and the Contractor agrees to pay all costs, including reasonable attorney's fees.

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

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

[BONDS ARE REQUIRED FOR A CONSTRUCTION CONTRACT THAT IS \$175,000 OR MORE; THEY ARE OPTIONAL FOR ANY CONTRACT THAT IS LESS THAN \$175,000]

17. **Subcontractor.** The Contractor shall bind every subcontractor and every subcontractor shall agree to be bound by the terms of this Contract as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The Contractor shall pay any subcontractor involved in the performance of this Contract within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor. If the Contractor fails within that time to pay the subcontractor any undisputed amount for which the Contractor has received payment by the City, the Contractor shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

18. **Responsible Contractor**

Contractor warrants under oath that Contractor is in compliance with the minimum criteria required of a "responsible contractor" as that term is defined in Minnesota Statutes § 16C.285, subd. 3. Contractor has provided to City a list of all of its first-tier subcontractors and motor carriers that it intends to retain for work on the project. The Contractor has obtained from all subcontractors and motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that the subcontractor or motor carrier meets all of the minimum criteria in § 16C.285, subd. 3. If Contractor retains additional subcontractors or motor carriers on the project after submitting its verification of compliance, the Contractor shall obtain verification of compliance from each additional subcontractor and motor carrier with which it has a direct contractual relationship and shall submit to the City a supplemental verification confirming the subcontractor's and motor carrier's compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors or motor carriers. Contractor shall submit to the City upon request copies of the signed verifications of compliance from all subcontractors and motor carriers of any tier pursuant to Minn. Stat. § 16C.285, subd. 3(7). A false statement under oath, by Contractor, subcontractor, or motor carrier, verifying compliance with any of the minimum criteria may result in termination of the Contract.

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

20. **Insurance.**

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

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

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

c. **Commercial General Liability.** The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an

insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

- d. Contractor shall maintain “stop gap” coverage if Contractor obtains Workers’ Compensation coverage from any state fund if Employer’s liability coverage is not available.
- e. All policies, except the Worker’s Compensation Policy, shall name the “City of Eden Prairie” as an additional insured.
- f. All policies, except Worker’s Compensation Policy, and Professional Liability Policy, shall name the “City of Eden Prairie” as an additional insured including products and completed operations.
- g. All policies shall contain a waiver of subrogation in favor of the City.
- h. All General Liability policies, Automobile Liability policies, and Umbrella policies shall contain a waiver of subrogation in favor of the City.
- i. All policies, except the Worker’s Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Contract.
- j. Contractor agrees to maintain all coverage required herein throughout the term of the Contract and for a minimum of two (2) years following City’s written acceptance of the Work.
- k. It shall be Contractor’s responsibility to pay any retention or deductible for the coverage’s required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days’ prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days’ prior notice to the City.
- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- n. **A copy of the Contractor’s Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor’s Work.** Upon request a copy of the Contractor’s insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents

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

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

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

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

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

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

22. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Contract (“Information”) shall become the property of the City, but Contractor may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Contractor also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Contract does not relieve any liability on the part of the Contractor, but any use of the Information by the City or the Contractor beyond the scope of this Contract is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
23. **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.

GENERAL TERMS AND CONDITIONS

24. **Assignment.** Neither party shall assign this Contract, nor any interest arising herein, without the written consent of the other party.
25. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Contract and entitle the City to immediately terminate this Contract.
26. **Conflicts.** No salaried officer or employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void.
27. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be considered an original.

28. **Damages.** In the event of a breach of this Contract by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
29. **Employees.** Contractor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Contractor prior to termination of this Contract and for one (1) year thereafter, without prior written consent of the former employer in each case.
30. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Contract or thereafter of any of the rights or remedies of the City under this Contract.
31. **Entire Contract, Construction, Application and Interpretation.** This Contract is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. The entire agreement of the parties is contained herein. This Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
32. **Governing Law.** This Contract shall be controlled by the laws of the State of Minnesota.
33. **Non-Discrimination.** During the performance of this Contract, the Contractor 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 Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
34. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Contract if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is

given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

35. **Rights and Remedies.** The duties and obligations imposed by this Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
36. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.
37. **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.
38. **Statutory Provisions.**
 - a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Contract are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract.
 - b. **Data Practices.** Any reports, information, or data in any form given to, or prepared or assembled by the Contractor under this Contract which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Contract is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Contract is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Contract shall contain similar Data Practices Act compliance language.
39. **Waiver.** Any waiver by either party of a breach of any provisions of this Contract shall not affect, in any respect, the validity of the remainder of this Contract.

Executed as of the day and year first written above.

CITY OF EDEN PRAIRIE

Mayor

City Manager

CONTRACTOR

By: _____

Its: _____

EXHIBIT A: SCOPE OF WORK

The scope of services to be provided by the Contractor selected by the City will include the following requirements:

PROJECT DESCRIPTION:

Contractor will provide the labor and equipment to perform preventive maintenance water distribution system gate valve repairs of specific valves/fittings located in the City's pavement rehabilitation areas planned for 2021-2022. Contractor's responsibilities include the mobilization of all necessary equipment to each site; the actual excavation of each selected fitting or valve; the labor to perform all necessary work functions within the Contractor's scope; the backfilling of the excavation; and where necessary, the restoration of bituminous roadway and any disturbed concrete curb and gutter. The City will contribute to the project with labor, equipment, and materials as indicated below in CITY RESPONSIBILITIES.

For cost estimation for comparison of proposals, the Contractor will provide a proposal based upon the following assumptions:

1. Base Proposal: Include all costs necessary to perform forty (40) valve repairs. Base bid work shall include the excavation, replacement of bonnet bolts and packing bolts, replacement of valve-to-pipe mounting bolts, the placement of poly-wrap (per DIPRA standard), the reinstallation of curb boxes, verification there are no leaks, and the backfilling of the excavation to within 4-inches of the road surface. Provide the unit cost of one valve repair.
2. Proposal Alternate 1:
 - a. Assume bituminous roadway restoration will be necessary for 20 of these valves.
 - i. Provide unit price for bituminous asphalt per square foot for 4 inches of compacted thickness. Unit price per ton of asphalt is also acceptable.
 - ii. Assume each repair will require 225 square feet of roadway restoration.
 - iii. Provide total price for 20 asphalt restoration repairs of the size requested.
 - b. Assume concrete curb and gutter will be necessary for 20 of these repairs.
 - i. Provide unit price per linear foot of concrete curb and gutter.
 - ii. Assume each of the 20 repairs will require the replacement of 15 feet of curb and gutter.
 - iii. Provide total price for curb and gutter replacement at 20 sites of this size.
3. Calculation of actual project costs for invoicing will use the above proposed unit price values for actual quantities used at each site.
 - a. Each excavation repair will be billed at the base-proposal per site.
 - b. Each Alternate 1A repair will be billed by unit price x actual quantity of asphalt.
 - c. Each Alternate 1B repair will be billed by unit price x true length of replaced curb.

GENERAL PROJECT EXPECTATIONS:

The City's primary expectation is for the repairs to be completed before the street rehabilitation contractor arrives to work on the street. Daily coordination and site visits by the Eden Prairie Utilities Lead responsible for water main repairs as well as periodic on-site visits/meetings with the Field Operations Supervisor and Utilities Division Manager will be expected to ensure communication regarding support, scheduling, and outside influences are understood by all involved. The Contractor is free to schedule these repairs with prior approval by the City to fit within the Contractor's summer workload, provided the work does not delay or interfere with the street rehabilitation performed by another contractor. The City's preference is for the Contractor to do all repairs within this contract in a continuous manner, but we realize that may not be possible in every situation.

CONTRACTOR'S RESPONSIBILITIES:

- A. Contractor must perform all work in satisfaction of the City's guide specifications for Watermain Systems; Utility Excavation, Installation, and Restoration; and Street Construction found on the City's website (SEARCH "Guide Specifications").
- B. Contractor will observe and provide for all necessary safety standards in accordance with OSHA and Minnesota OSHA.
- C. Contractor will attend a preconstruction meeting with the City which may include site visits to some or all of the project sites. Materials anticipated for the project that will be provided by the City must be requested by the Contractor.
- D. Contractor will provide the City with a project schedule and update the schedule when departures from the plan cause more than one week of delay in the initial plan.
- E. Contractor will provide all necessary construction equipment to perform the repairs.
- F. Contractor will provide all necessary labor to perform the work described in his scope of work.
- G. Requests for City hydroexcavation support must be made the week prior whenever possible. This type of support is limited and may not be available for every request. Last minute requests may be entertained, but cannot be assured.
- H. Contractor will provide a current price schedule for equipment hours and labor that may be used on this project. This will only be used in determining or negotiating the calculation of expenses determined to be additional cost items outside the scope of this contract.

CITY RESPONSIBILITIES:

- A. City will be prepared to provide for traffic control at all project locations.
- B. City will provide dump trucks with operators to transport soil in or out of each project location.
- C. City is responsible for providing all materials necessary for soil corrections.
- D. City will provide all piping system materials including:
 - a. Stainless steel bolts and core-blu T-bolts
 - b. Gasket materials
 - c. Polyethylene encasement and wrapping tape
 - d. Cast iron valve boxes and any necessary fittings
- E. City is responsible for performing or coordinating for lawn restoration, including any landscaping or tree replacement.
- F. City will provide for any necessary stormwater erosion control measures and inlet protection.

ADDITIONAL COST ITEMS: The following unanticipated conditions are not included in this proposal, and if encountered or required by the City at the time of repair, these items may be negotiated for additional billing:

- A. Site dewatering
- B. Soil correction (if City cannot provide)
- C. Pipe support
- D. Removal of buried obstructions
- E. Hauling support
- F. Hazardous materials handling/removal
- G. Repair of irrigation systems or drainage systems
- H. Tree removal or replacement
- I. Private Utility Locates
- J. Stormwater erosion control

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION: Leslie Stovring Water Resources / Engineering	ITEM DESCRIPTION: I.C.# 19837 Approve submittal of the Annual Report to the MPCA for the Phase II NPDES Storm Water Permit Program	ITEM NO.: VIII.K.

Requested Action

Move to: Approve submittal of the Annual Report to the Minnesota Pollution Control Agency for the NPDES Storm Water Permit Program

Synopsis

The City of Eden Prairie is required to submit an Annual Report to the Minnesota Pollution Control Agency (MPCA) documenting how the City progressed on the Best Management Practices (BMPs) outlined in our Storm Water Pollution Prevention Plan (SWPPP).

Background Information

The City’s Phase II NPDES Permit was renewed in 2013. The City’s application included a SWPPP Document with a set of Best Management Practices (BMPs) which the City must undertake to assist in improving water quality within the City. The Annual Report provides the MPCA with the actions that the City took during the previous year to meet the goals outlined in our BMPs.

Due to Covid, a number of our regular programs were cancelled or reduced in size or scope. However, the programs provided in 2020 did provide opportunities to meet our obligations under the stormwater permit program. Actions taken included items such as:

- Annual Public Meeting – The annual stormwater program informational meeting was cancelled due to Covid. In its place a second public comment period was provided to the public.
- Webinars - Four webinars were held to provide information on Zero Waste Campaign, Native Landscaping for Pollinators, Sustainable Landscaping, and Landscaping for Climate Change.
- Citizen Assisted Monitoring Program – Volunteers monitored water quality in Duck, Mitchell, Red Rock and Riley Lakes. The program is provided by the Metropolitan Council.
- City Drop Off Day – The City Drop-off was held on Saturday, June 20 at the Hennepin Technical College. It is estimated that 2,200 vehicles came to the event, the most on record. A total of 243 tons was collected (the average is approximately 146 tons). The larger increases were seen in construction debris, electronics and appliances. In addition, 207 bicycles were collected for recycling. This, in coordination with a number of smaller targeted events, were a success and apply towards our requirement to reduce and discourage illegal dumping.
- Sustainability Commission – The Commission held a number of discussions on topics such as planning the Arbor Day event, lake management and stormwater permit education requirements.
- Life in the Prairie Newsletter – The Newsletter was mailed to city residents quarterly. Articles included a range of topics, such as how to use See-Click-Fix; information about our new Adopt-a-Drain program; best practices for managing yard waste; and how to minimize salt use.
- Stormwater Pond Inventory – Fieldwork for the Smetana Lake subwatershed was completed in coordination with the Nine Mile Creek Watershed District.

- Municipal Cities Stormwater Coalition (MCSC) – Participated in a coalition that was formed by cities that are required to have a Stormwater Permit. MCSC provides information and assistance regarding the permit update that was finalized in November 2020.
- Street Sweeping – All City streets are swept at a minimum of once annually.
- Water Quality Rebates – Provided rebates for nine shoreland restoration projects, eleven buckthorn removal projects and three pollinator gardens for a total of \$24,582.83. Ten of these also received a grant from a watershed district.
- Updates were regularly posted on the City's Sustainable Eden Prairie website. In 2020, there were 41,534 visits documented, a record number.

Attachment

Annual MS4 Stormwater Report



You are currently logged in as:

Eden Prairie City MS4

If this is correct, click the 'Next' button. If this information is incorrect, contact Cole Landgraf (651-757-2880, cole.landgraf@state.mn.us).

Before you begin...

A fillable Microsoft Word document with all of the questions is available at https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report (for personal use only, not for submittal).

The MS4 Annual Report for 2020 will automatically save your answers when you hit the 'Next' button at the bottom of each page.

If you wish to leave the MS4 Annual Report for 2020 and complete the document at another time, you may do so by clicking 'Next' at the bottom of your current page to save your progress before exiting the document. Return to the survey by following the previously used web link, and again login using your email and assigned password credentials. Once you successfully log in, your previous answers will appear.

The MPCA will email a formatted version of your MS4 Annual Report for 2020 to you in a confirmation email within three business days after you submit this form.

You may print a copy of the MS4 Annual Report for 2020 for your records at any time by pressing the 'Print' button at the bottom of the page.

Additionally, it is possible to save a PDF copy of the MS4 Annual Report for 2020 if you are working on a computer with OneNote (a program often included in Microsoft Office packages). Detailed saving instructions are available at stormwater.pca.state.mn.us/index.php/Guidance_for_saving_MS4_annual_reports.

MS4 Annual Report for 2020

Reporting period: January 1, 2020 to December 31, 2020

Due: June 30, 2021

Instructions: Complete this annual report to provide a summary of your activities under the 2013 MS4 Permit (Permit) between January 1, 2020 and December 31, 2020. MPCA staff may contact you for additional information.

Fillable document available at https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report (for personal use only, not for submittal).

Questions: Contact Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880)

MS4 General Contact Information

Full name	Leslie Stovring
Title	Water Resources Coordinator
Mailing address	8080 Mitchell Road, Engineering Dept.
City	Eden Prairie
State	MN
Zip code	55344
Phone	952-949-8327
Email	lstovring@edenprairie.org

Preparer Contact Information (if different from the MS4 General Contact)

Full name	<input type="text"/>
Title	<input type="text"/>
Organization	<input type="text"/>
Mailing address	<input type="text"/>
City	<input type="text"/>
State	<input type="text"/>
Zip code	<input type="text"/>
Phone	<input type="text"/>
Email	<input type="text"/>

MCM 1: Public Education and Outreach

The following questions refer to Part III.D.1. of the Permit.

- Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)]
- Yes
 No
- Q3 What is your stormwater-related issue(s)? Check all that apply.
- TMDL(s)
 Local businesses
 Residential BMPs
 Pet waste
 Yard waste
 Deicing materials
 Household chemicals
 Construction activities
 Post-construction activities
 Other
- Q4 Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)]
- Yes
 No
- Q5 Do you have an implementation plan as required by the Permit? [Part III.D.1.b.]
- Yes
 No
- Q6 How did you distribute educational materials or equivalent outreach? Check all that apply and provide circulation/audience associated with each item. [Part III.D.1.a.]
- Brochure
 Newsletter
 Utility bill insert
 Newspaper ad
 Radio ad
 Television ad
 Cable access channel
 Stormwater-related event
 School presentation or project
 Website
 Other (1)
 Other (2)
 Other (3)
- Other (1), describe:
- Other (2), describe:
- Other (3), describe:

Q7 Intended audience? Check all that apply.

	Residents	Local Businesses	Developers	Students	Employees	Other
Brochure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Newsletter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stormwater-related event	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Website	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other (3)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q8 Enter the total circulation/audience (if unknown, use best estimate):

Brochure	175
Newsletter	26163
Stormwater-related event	175
Website	40000
Other (1)	9199
Other (2)	31638
Other (3)	3622

Provide a brief description of each activity related to public education and outreach (e.g. rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2020 to December 31, 2020. [Part III.D.1.c.(4)]

Q9 Date of activity

Q10 Description of activity

Date
(mm/dd/yyyy) 6/17/2020

Webinar - Landscaping for Pollinators

Date
(mm/dd/yyyy) 8/5/2020

Webinar - Landscaping for Water Sustainability

Date
(mm/dd/yyyy) 8/19/2020

Webinar - Landscaping for Climate Change

Date
(mm/dd/yyyy) 10/8/2020

Friends of Red Rock Lake - Annual Meeting Presentation on Water Resource Programs and Lake Quality

Date
(mm/dd/yyyy) 6/20/2020

Annual City-Wide Drop-off Day

Date
(mm/dd/yyyy) 4/28/2020

Spring Recycling Pickup Event

Date
(mm/dd/yyyy) 3/18/2020

Zero Waste Workshop

Date
(mm/dd/yyyy) 10/5/2020

Fall Curbside Recycling Event

Q11 Between January 1, 2020 and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.]

- Yes
 No

MCM 2: Public Participation/Involvement

The following questions refer to Part III.D.2.a. of the Permit.

Q12 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2020 and December 31, 2020? [Part III.D.2.a.(1)]

- Yes
 No

Q13 What was the opportunity that you provided? Check all that apply.

- Public meeting
 Public event
 Other

Q16 Other

Describe:

Due to COVID we had to cancel our in-person meeting, a second comment period was provided instead. This was published in the local paper, sent via City News email (31,638 subscribers) and on the website. The number below estimates the number of local residents that were informed of the two public comment periods and SWPPP availability between all of the notices regarding the two comment periods. Comments could be sent via email, phone or email. No comments were received.

Enter the date of this action (mm/dd/yyyy):

3/21/2020

Enter the number of citizens that attended and were informed about your SWPPP:

26000

Q17 Between January 1, 2020 and December 31, 2020, did you receive any input regarding your SWPPP?

- Yes
 No

Q19 Between January 1, 2020 and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your public participation/involvement program? [Part IV.B.]

- Yes
 No

MCM 3: Illicit Discharge Detection and Elimination

The following questions refer to Part III.D.3. of the Permit.

Q20 Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4? [Part III.D.3.b.]

- Yes
 No

Q21 Did you identify any illicit discharges between January 1, 2020 and December 31, 2020? [Part III.D.3.h.(4)]

- Yes
 No

Q22 Enter the number of illicit discharges detected:

17

Q23 How did you discover these illicit discharges? Check all that apply and enter the number of illicit discharges discovered by each category.

- Public complaint
- Staff

Q24 Enter the number discovered by the public:

14

Q25 Enter the number discovered by staff:

3

Q26 Did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)?

- Yes
- No

Q27 What type of enforcement action(s) was taken and how many of each action were issued between January 1, 2020 and December 31, 2020? Check all that apply.

- Verbal warning
- Notice of violation
- Fines
- Criminal action
- Civil penalties
- Other

Other, describe:

Email notification

Enter the number of verbal warnings issued:

4

Enter the number of 'other' issued:

2

Q28 Did the enforcement action(s) taken sufficiently address the illicit discharge(s)?

- Yes
- No

Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.]

- Yes
- No

- Q31 Between January 1, 2020 and December 31, 2020, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.]
- Yes
 No
- Q32 How did you train your field staff? Check all that apply.
- Email
 PowerPoint
 Presentation
 Video
 Field Training
 Other
- The following questions refer to Part III.C.1. of the Permit.
- Q33 Did you update your storm sewer system map between January 1, 2020 and December 31, 2020? [Part III.C.1.]
- Yes
 No
- Q34 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.]
- Yes
 No
- Q35 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.]
- Yes
 No
- Q36 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.]
- Yes
 No
- Q37 Does your storm sewer map include all receiving waters? [Part III.C.1.d.]
- Yes
 No
- Q38 In what format is your storm sewer map available?
- Hardcopy only
 GIS
 CAD
 Other

Q39 Between January 1, 2020 and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? [Part IV.B.]

- Yes
 No

MCM 4: Construction Site Stormwater Runoff Control

The following questions refer to Part III.D.4. of the Permit.

Q40 Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.]

- Yes
 No

Q41 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.]

- Yes
 No

Q42 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.]

- Yes
 No

Q43 Enter the number of site plan reviews conducted for sites an acre or greater of soil disturbance between January 1, 2020 and December 31, 2020:

14

Q44 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2020 to December 31, 2020.

- Verbal warnings
 Notice of violation
 Administrative orders
 Stop-work orders
 Fines
 Forfeit of security of bond money
 Withholding of certificate of occupancy
 Criminal actions
 Civil penalties
 Other

Other, describe:

PermiTrack warnings and reminders about inspection result requirements via email (31).

Enter the number of verbal warnings issued:

5

Enter the number of notice of violations issued:

1

Enter the number of stop-work orders issued:

0

Enter the number of fines issued:

0

Enter the number of forfeitures of security bond money issued:

0

Enter the number of withholdings of certificate of occupancy issued:

0

Enter the number of civil penalties issued:

0

Enter the number of 'other' issued:

0

Q45 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? [Part III.B.]

- Yes
 No

Q46 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2020 and December 31, 2020:

8

Q47 Do you have written procedures for identifying priority sites for inspections? [Part III.D.4.d.(1)]

- Yes
 No

Q48 How are sites prioritized for inspections? Check all that apply.

- Site topography
 Soil characteristics
 Types of receiving water(s)
 Stage of construction
 Compliance history
 Weather conditions
 Citizen complaints
 Project size
 Other

Other, describe:

History with contractor

Q49 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)]

- Yes
 No

Q50 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2020 and December 31, 2020:

283

Q51 Enter the frequency at which site inspections are conducted (e.g. daily, weekly, monthly): [Part III.D.4.d.(2)]

Our Developer's Agreements require weekly inspections by the developers, that must be entered into PermiTrack. City staff do inspections during construction set up, end of construction and as needed during construction based on PermiTrack inspection results, watershed district reports or complaints. Site conditions are also assessed by building inspectors during construction.

Q52 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2020 and December 31, 2020:

2

Q53 Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

(1)

Inspector name

Randy Slick

Organization

City of Eden Prairie

Phone (Office)

952-949-8322

Phone (Work Cell)

Email

RSlick@edenprairie.org

Preferred contact method

email

(2)

Inspector name

Corey Kurth

Organization

City of Eden Prairie

Phone (Office)

952-949-8330

Phone (Work Cell)

Email

CKurth@edenprairie.org

Preferred contact method

email

(3)

Inspector name

Organization

Phone (Office)

Phone (Work Cell)

Email

Preferred contact method

Q54 What training did inspectors receive? Check all that apply.

- University of Minnesota Erosion and Stormwater Management Certification Program
- Qualified Compliance Inspector of Stormwater (QCIS)
- Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
- Minnesota Utility Contractors Association Erosion Control Training
- Certified Professional in Erosion and Sediment Control (CPESC)
- Certified Professional in Stormwater Quality (CPSWQ)
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- Other

Q55 Between January 1, 2020 and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.]

- Yes
- No

MCM 5: Post-Construction Stormwater Management

The following questions refer to Part III.D.5. of the Permit.

Q56 Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a. of the Permit?

- Yes
- No

Q57 What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)]

Check all that apply.

Refer to the link <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

- Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
- Retain the post-construction runoff volume on site for the 95th percentile storm
- Match the pre-development runoff conditions
- Adopt the Minimal Impact Design Standards (MIDS)
- An approach has not been selected
- Other method (Must be technically defensible--e.g. based on modeling, research and acceptable engineering practices)

Other, describe:

Must also meet all Watershed District requirements, all have their own rules.

Q58 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.]

- Yes
 No

Q59 Between January 1, 2020 and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your post-construction stormwater management program? [Part IV.B.]

- Yes
 No

Describe those modifications:

Worked with the Lower Minnesota River Watershed District while they developed and adopted new rules, including stormwater requirements. They review and inspect construction and stormwater requirements within their area.

MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations

The following questions refer to Part III.D.6. of the Permit.

Q60 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).

Structural stormwater BMPs	682
Outfalls	1481
Ponds	758

Q61 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2020 to December 31, 2020 within your MS4 (exclude privately owned). [Part III.D.6.e.]

Structural stormwater BMPs	41
Outfalls	235
Ponds	128

Q62 Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit?

- Yes
 No

Q63 Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)]

- Yes
 No

Q64 Briefly describe the maintenance that was conducted:

Due to reduced staff as a result of Covid, structural stormwater BMP inspections were reduced. However, maintenance issues were addressed as staff was available. This included sump cleanouts, minor dredging, inlet cleaning, pipe jetting, pipe repairs, pipe replacements, and erosion gully stabilization type projects.

Q65 Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)]

- Yes
 No

Q66 Did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)]

- Yes
 No

Q67 Based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas?

- Yes
 No

Q68 Briefly describe the maintenance that was conducted:

Minor maintenance including items such as erosion, swept up eroded materials, etc.

Q69 Between January 1, 2020 and December 31, 2020, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.]

- Yes
 No

Describe those modifications:

The only modifications were due to the limitations of Covid.

Partnerships

Q78 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements?

- Yes
 No

Additional Information

If you would like to provide any additional files to accompany your annual report, use the space below to upload those files. For each space, you may attach one file. You may provide additional explanation and/or information in an email with the subject *YourMS4NameHere_2020AR* to ms4permitprogram.pca@state.mn.us.

Q80 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.

ref:0000000025:Q80

Q81 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.

ref:0000000025:Q81

Q82 Click the "up arrow" icon below to upload a file. When it has uploaded successfully, a unique ID will appear in the box. Only files less than 10 MB in size will upload.

ref:0000000025:Q82

Q83 Optional, describe the file(s) uploaded:

Public Meeting Affidavits and notice.

Owner or Operator Certification

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540).

Yes

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name:

Title:

Date:
(mm/dd/yyyy)

When you are ready to submit, you must click the 'Submit' button at the bottom of this page.

Provide the email(s) of the individual(s) you would like to receive the MS4 Annual Report for 2020 submittal confirmation email from the MPCA. After you click the Submit button below, please allow up to three business days to receive this email.

Email (1)

Email (2)

Email (3)

Print or save a copy of your completed MS4 Annual Report for 2020 for your records. The MPCA will email a formatted version of your MS4 Annual Report for 2020 in a confirmation email within three business days after you submit this form to the email(s) you provided above.

You may print a copy of the MS4 Annual Report for 2020 for your records by pressing the 'Print' button at the bottom of the page.

Additionally, it is possible to save a PDF copy of the MS4 Annual Report for 2020 if you are working on a computer with OneNote (a program often included in Microsoft Office packages). Detailed saving instructions are available at stormwater.pca.state.mn.us/index.php/Guidance_for_saving_MS4_annual_reports.

If you have any questions, contact MPCA staff Cole Landgraf (cole.landgraf@state.mn.us, 651-757-2880).

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION: Patrick Sejkora Public Works/Engineering	ITEM DESCRIPTION: I.C. #21818 Award Contract for Creekwood Drive Drainage Improvements to Valley-Rich Co., Inc.	ITEM NO. VIII.L.

Requested Action

Move to: Award contract for Creekwood Drive Drainage Improvements in the amount of \$45,536.00.

Synopsis

Original quotes were received Friday, May 21, 2021, for the Creekwood Drive Drainage Improvements project. Three quotes were received, but there was some confusion over what materials would be supplied by the City. Re-quotes were received Friday, June 4, 2021. Two quotes were received:

Valley-Rich Co., Inc. \$45,536
Parrott Contracting Inc. - \$54,021.50

Background Information

Creekwood Drive has experienced issues with inadequate street drainage that has damaged the pavement and caused runoff from the right-of-way to enter onto private property. The project will be paid for through Capital Stormwater Funds. Staff recommends award to Valley-Rich Co., Inc.

Attachment

Contract

SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made and executed this 15th day of June 2021, by and between City of Eden Prairie hereinafter referred to as the "CITY", and Valley-Rich Co., Inc., hereinafter referred to as the "CONTRACTOR",

WITNESSETH:

CITY AND CONTRACTOR, for the consideration hereinafter stated, agrees 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. 21818 Creekwood Drive Drainage Improvements

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 \$ 45,536.00
- 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. Proposal Form
 - b. Construction Short Form Agreement
 - (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

By _____
Its City Mayor

By _____
Its City Manager

In Presence Of:

MATT MIKLYA

PETE NASVIK

CONTRACTOR

VALLY-RUTH Co., INC.

By Matt Miklyk
Its VICE PRESIDENT

Pete Nasvik
Its PROJECT MANAGER

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Matt Bourne, Parks and Natural Resources Manager	Accept Bids and Award Contract to Odesa II for the Riley Lake Park Playground Project	VIII.M.

Motion

Move to: Accept Bids and Award Contract to Odesa II, Inc. for the Riley Lake Park Playground Project in the amount of \$611,934.40.

Synopsis

The City has been working with our consultant, ISG, to redesign the playground and surrounding area at Riley Lake Park. This project will update the aged play structure and construct additional gathering and seating areas that closely match those installed in the 2017 renovation project. Specifications for the construction work were prepared and the City received bids from nine contractors.

Background

In 2017, the City completed a renovation project for the boat launch and beach area at Riley Lake Park. At the time of this project, the play equipment in the playground was in relatively good condition and staff decided to leave this area of the park out of the renovation project. The play equipment has now reached its useful life and staff recently hired ISG, Inc. to develop a master plan for this area for better use of this space and improve circulation into the recently renovated portion of the park. Staff worked with ISG, Inc. to prepare a renovation plan and the project was bid on May 20th and received bids from nine contractors.

Bid Summary and Recommendation

The summary of the bids submitted is as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Odesa II, Inc.	\$611,934.40
Sunram Construction, Inc.	\$714,456.00
Parkstone Contracting, LLC	\$789,231.00
Pemper Companies, Inc.	\$802,403.50
Hoffman & McNamara Co.	\$842,899.00
Integral Contracting	\$862,287.26
Veit & Company, Inc.	\$869,856.50
Urban Companies	\$936,249.50
LinnCo, Inc.	\$969,568.28

Each of the submitters has met the guidelines as detailed in the bid specifications. Staff and consulting engineer recommends the contract be awarded to Odesa II.

Funding for the construction work will come from a mix of the Capital Maintenance and Reinvestment Budget and Cash Park Fees. The project is anticipated to begin in September with a final completion in spring of 2022.

Attachments

Form of Contact with Odesa II, Inc.

Letter of Recommendation from ISG, Inc.

SHORT FORM CONSTRUCTION CONTRACT

THIS AGREEMENT, made and executed this 15th day of June, 2021, by and between City of Eden Prairie hereinafter referred to as the "CITY", and Odesa II, Inc., hereinafter referred to as the "CONTRACTOR",

WITNESSETH:

CITY AND CONTRACTOR, for the consideration hereinafter stated, agrees 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. Riley Lake Park Playground Project

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 \$611,934.40.
- 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
 - b. Proposal Form
 - c. Construction Short Form Agreement
 - d. Contractor's Performance Bond
 - e. 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

By _____
Its City Mayor

By _____
Its City Manager

CONTRACTOR

In Presence Of:

By _____
Its _____

Its _____

Letter of Recommendation

MAY 21, 2021

Jay Lotthammer
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344
jlotthammer@edenprairie.org



RE: Official Notice to Proceed for Riley Lake Park Playground

Jay,

On Thursday May 20th, 2021, Bids were received for the Riley Lake Park Playground. A total of nine (9) bids were received ranging from \$611,934.40 to \$969,568.28.

The apparent low bidder is Jim Janson of Odessa II, with a bid price of \$611,934.40. We have confirmed that Odessa II's bid is complete and thorough. Therefore, we recommend approval of Odessa II's bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell Workmon", is positioned above the typed name.

Mitchell Workmon, PLA
Landscape Architect
Mitchell.Workmon@ISGInc.com

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Matt Bourne, Parks and Natural Resources Manager, Parks and Recreation	Accept Quotes and Approve Agreement for Contracted Services with Prairie Electric for the Installation of LED Lighting Equipment	VIII.N.

Motion

Move to: Accept quotes and approve the Standard Agreement for Contracted Services with Prairie Electric Company, Inc. for the installation of lighting equipment as part of the Miller Park Lighting Project in the amount of \$53,379.00.

Synopsis

As part of the City’s sustainability efforts and because of multiple failures and high cost of maintenance of the existing fixtures, staff included in this year’s CIP a project to convert the soccer field lighting at Miller Park from old, metal halide fixtures to more efficient and easier to maintain LED fixtures. City Council recently approved a contract for the purchase of this equipment and so recently a request for quotes was sent to multiple contractors for the installation of this equipment. Staff received quotes from five contractors and a summary of those quotes is included below:

Contractor	Quote
Prairie Electric	\$53,379.00
Vinco, Inc.	\$73,547.00
Gunnar Electric	\$93,800.00
Gephart Electric	\$118,360.00
J. Becher & Associates, Inc.	\$123,000.00

Prairie Electric has done many projects for the City of Eden Prairie and staff is comfortable with their ability to complete the work. Funds for the purchase and install of these lights are included in the Capital Improvement Plan (Capital Maintenance and Reinvestment Fund).

Attachment

Standard Agreement for Contracted Services – Prairie Electric

Agreement for Contract Services

This Agreement (“Agreement”) is made on the 15th day of June, 2021, between the City of Eden Prairie, Minnesota (hereinafter "City"), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Prairie Electric Company, Inc., a Minnesota Corporation (hereinafter "Contractor") whose business address is 6595 Edenvale Blvd. Suite #120, Eden Prairie, MN 55346.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of contractors to provide a variety of services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of services by Contractor for **Miller Park Soccer Fields – Installation of Lighting System** hereinafter referred to as the "Work".

The City and Contractor agree as follows:

1. **Scope of Work.** The Contractor agrees to provide, perform and complete all the provisions of the Work in accordance with attached Exhibit A. Any general or specific conditions, terms, agreements, consultant or industry proposal, or contract terms attached to or a part of Exhibit A are declined in full and, accordingly, are deleted and shall not be in effect in any manner.
2. **Effective Date and Term of Agreement.** This Agreement shall become effective as of June 15, 2021. The Work shall be completed by August 18, 2021.
3. **Obligations of Contractor.** Contractor shall conform to the following obligations:
 - a. Contractor shall provide the materials and services as set forth in Exhibit A.
 - b. Contractor and its employees will park in service areas or lots and use entries and exits as designated by City. Contractor’s personnel will contact the appropriate person (i.e. receptionist, maintenance personnel, security, etc.) immediately upon entering the building, and will sign in and out if required by City.
 - c. Care, coordination and communication by Contractor is imperative so that guests and employees in the buildings are not disturbed or inconvenienced during the performance of the contracted services.
 - d. Contractor’s personnel must be neat appearing, wear a uniform and badge that clearly identifies them as a service contractor, and abide by City’s no smoking policies.
 - e. Contractor must honor the City’s request to reassign an employee for cause. Cause may include performance below acceptable standards or failure to present the

necessary image or attitude, in the judgment of the owner, to present a first class operation.

- f. When necessary, Contractor's personnel will be provided with keys or access cards in order to perform their work. Any lost keys or cards that result in rekeying a space or other cost to the City will be billed back to the Contractor.
4. **City's Obligations.** City will do or provide to Contractor the following:
 - a. Provide access to City properties as appropriate.
 - b. Provide restroom facilities as appropriate.
 5. **Compensation for Services.** City agrees to pay the Contractor a fixed sum of \$53,379.00 as full and complete payment for the labor, materials and services rendered pursuant to this Agreement and as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Contractor shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. If Contractor is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.
 6. **Method of Payment.**
 - a. Contractor shall prepare and submit to City, on a monthly basis, itemized invoices setting forth work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City.
 - b. 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."
 - c. No fuel surcharges or surcharges of any kind will be accepted nor will they be paid.
 7. **Project Manager.** The Contractor shall designate a Project Manager and notify the City in writing of the identity of the Project Manager before starting work on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Contractor may not remove or replace the Project Manager without the approval of the City.
 8. **Standard of Care.** Contractor shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under

similar circumstances in Hennepin County, Minnesota. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Contractor's breach of this standard of care. Contractor shall put forth reasonable efforts to complete its duties in a timely manner. Contractor shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Contractor shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

9. **Insurance.**

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

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

- c. Commercial General Liability. The Commercial General Liability Policy shall be on ISO form CG 00 01 12 07 or CG 00 01 04 13, or the equivalent. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General

Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

- d. Contractor shall maintain “stop gap” coverage if Contractor obtains Workers’ Compensation coverage from any state fund if Employer’s liability coverage is not available.
- e. All policies, except the Worker’s Compensation Policy, shall name the “City of Eden Prairie” as an additional insured.
- 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 including products and completed operations.
- g. All policies shall contain a waiver of subrogation in favor of the City.
- h. All General Liability policies, Automobile Liability policies, and Umbrella policies shall contain a waiver of subrogation in favor of the City.
- i. All policies, except the Worker’s Compensation Policy, shall insure the defense and indemnity obligations assumed by Contractor under this Agreement.
- j. Contractor agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City’s written acceptance of the Work.
- k. It shall be Contractor’s responsibility to pay any retention or deductible for the coverages required herein.
- l. All policies shall contain a provision or endorsement that coverages afforded thereunder shall not be cancelled or non-renewed or restrictive modifications added, without thirty (30) days’ prior notice to the City, except that if the cancellation or non-renewal is due to non-payment, the coverages may not be terminated or non-renewed without ten (10) days’ prior notice to the City.
- m. Contractor shall maintain in effect all insurance coverages required under this Paragraph at Contractor’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- n. **A copy of the Contractor’s Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Contractor’s Work.** Upon request a copy of the Contractor’s insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Contractor has complied with all insurance requirements.

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

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

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

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

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

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

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

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

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

The Contractor shall post bonds to secure the warranties.

12. **Termination.**

- a. This Agreement may be terminated at any time by either party for breach or non-performance of any provision of this Agreement in accordance with the following. The party ("notifying party") who desires to terminate this Agreement for breach or non-performance of the other party ("notified party") shall give the notified party notice in writing of the notifying party's desire to terminate this Agreement describing the breach or non-performance of this Agreement entitling it to do so. The notified party shall have five (5) days from the date of such notice to cure the breach or non-performance. Upon failure of the notified party to do so, this Agreement shall automatically terminate.
- b. Upon the termination of this Agreement, whether by expiration of the original or any extended term or terms hereof, or for any other reason, Contractor shall have the right, within a reasonable time after such termination to remove from City's premises any and all of Contractor's equipment and other property. Except for liability resulting from acts or omissions of a party, arising, taken or omitted prior to such termination, the rights and obligations of each party resulting from this Agreement

shall cease upon such termination. Any prior liability of a party shall survive termination of this Agreement.

- c. In the event of dissolution, termination of existence, insolvency, appointment of a receiver, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law, or the service of any warrant, attachment, levy or similar process involving Contractor, City may, at its option in addition to any other remedy to which City may be entitled, immediately terminate this Agreement by notice to Contractor, in which event, this Agreement shall terminate on the notice becoming effective.

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

14. **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.

GENERAL TERMS AND CONDITIONS

15. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
16. **Compliance with Laws and Regulations.** In providing services hereunder, the Contractor shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and

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

17. **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.
18. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
19. **Damages.** In the event of a breach of this Agreement by the City, Contractor shall not be entitled to recover punitive, special or consequential damages or damages for loss of business.
20. **Employees.** Contractor agrees not to hire any employee or former employee of City and City agrees not to hire any employee or former employee of Contractor prior to termination of this Agreement and for one (1) year thereafter, without prior written consent of the former employer in each case.
21. **Enforcement.** The Contractor shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees paid or incurred by the City in connection with the enforcement by the City during the term of this Agreement or thereafter of any of the rights or remedies of the City under this Agreement.
22. **Entire Agreement, Construction, Application and Interpretation.** This Agreement is in furtherance of the City's public purpose mission and shall be construed, interpreted, and applied pursuant to and in conformance with the City's public purpose mission. 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.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Non-Discrimination.** During the performance of this Agreement, the Contractor 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 Contractor shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all

subcontracts for program work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

25. **Notice.** Any notice required or permitted to be given by a party upon the other is given in accordance with this Agreement if it is directed to either party by delivering it personally to an officer of the party, or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed to the address listed on page 1 hereof. Notices shall be deemed effective on the earlier of the date of receipt or the date of mailing or deposit as aforesaid, provided, however, that if notice is given by mail or deposit, that the time for response to any notice by the other party shall commence to run one business day after any such mailing or deposit. A party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.
26. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
27. **Services Not Provided For.** No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.
28. **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.
29. **Statutory Provisions.**
 - a. **Audit Disclosure.** The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.
 - b. **Data Practices.** Any reports, information, or data in any form given to, or prepared or assembled by the Contractor under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Contractor in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Contractor shall comply with those requirements as if it were a government entity. All subcontracts entered into by Contractor in relation to this Agreement shall contain similar Data Practices Act compliance language.

30. **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.

Executed as of the day and year first written above.

CITY OF EDEN PRAIRIE

Mayor

City Manager

CONTRACTOR

By: _____

Its: _____

Exhibit A

STRUCTURAL INSTALLATION OF LIGHTING SYSTEM ON EXISTING POLES

A. Unloading of Lighting Equipment:

1. Installing contractor is responsible for unloading lighting equipment at time of delivery.
2. All lighting fixtures and equipment must be placed in containers or in a secured area until installed.
3. Protection and safe keeping of lighting equipment is the contractor's responsibility until all lighting equipment is mounted on poles.

B. Takedown and Removal of Existing Lighting:

1. Existing lighting fixtures, crossarms, platforms, luminaire wiring, pole wire harness, and pole mounted electrical components shall be removed from all 12 poles and removed from site by contractor. GFI receptacles will remain in place.
2. At owner's request, fixtures may be retained by owner and stored at a designated location.
3. Steps can remain on poles.

C. Installation Timing:

1. Upon owner's approval, take down of existing lighting system and installation of the new lighting system may commence.
2. Fields will not be in use from July 15th to August 18th, the installation will need to be completed in this timeframe. After August 18th, the soccer fields will be in use.

D. Mounting of Lighting Equipment to Poles:

1. All fixtures, crossarms, remote electrical component enclosures, and pole wire harnesses shall mount to poles in accord with lighting manufacturer's recommendations per attached drawings.
2. Factory provided pole wire harness shall be connected to luminaire wiring at top of pole and to wiring in remote electrical component enclosure located on lower portion of pole.
3. Pole wire harness shall be attached to "J" hooks located inside of pole with wire mesh grips.
4. Contractor shall mount the remote electrical component enclosure at approximately a 10' height on the poles. Contractor shall be responsible for drilling wire access (2) into the pole with a welded coupling for mounting the remote electrical component enclosure.
5. All wire connections shall be completed from the existing underground wiring to the disconnect located in the remote electrical component enclosure including any

additional wire connections in the remote electrical enclosure required to make the electrical system operable.

E. Aiming of Light Fixtures:

1. Light fixtures are factory aimed and shall be installed in accord with the lighting manufacturer's recommendations.
2. Upon completion, contractor shall be responsible for an additional viewing of the aiming by checking that all fixtures are aimed on the soccer fields and that no fixtures appear to be aimed outside of the play area.
3. If discrepancies appear, the contractor shall notify the lighting manufacturer and the lighting consultant to make sure any problems are addressed while contractor and lifts are still on site.

F. Installation of Wireless Control System:

1. Contractor shall provide installation of the 14" x 14" x 8" wireless control cabinet (provided by owner) to be located adjacent to the existing switch gear.
2. Cabinet requires 120 volt power outlet.
3. All connections shall be made between the existing electrical system and the wireless control cabinet to provide a complete and operable lighting system.
4. Upon completion of the installation, contractor shall check to make sure all fixtures are operational and complete any additional commissioning of the wireless control system in accord with the recommendations and direction of the lighting manufacturer.
5. Contractor shall notify the owner's representative that all work has been completed and the lighting system is operable and ready to be tested.

G. Design Build Installation:

1. Contractor is responsible for installation of a complete and operable lighting system in accord with these specifications.
2. The installation of the lighting system and associated wireless cabinet may require design/build for any items not addressed in the specifications and drawings.
3. The City will provide the LED lighting fixtures, crossarms, pole wire harness, remote electrical component enclosures (drivers, disconnect, and fusing), and wireless control cabinet.
4. Installation shall take place in late July or early August as directed by the City of Eden Prairie.

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT / DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Robert Ellis Public Works	Resolution Amending Resolution No. 2019-117 Relating to Maximum Accrual for Deferred Assessments	VIII.O.

Requested Action

Move to: Adopt Resolution Amending Resolution No. 2019-117

Synopsis

In accordance with state statutes, the City of Eden Prairie has levied special assessments against benefitting properties for the installation of roadway, stormwater, water and wastewater system improvements. Some of these special assessments have been deferred with interest at the property owner's request. The interest on the deferred assessment is added to the principal amount until the assessments are paid.

On November 12, 2019, the Council adopted Resolution No. 2019-117, the intent of which was to cap the interest accrued on a deferred assessment to no more than the principal amount, thereby limiting the total maximum deferred assessment to twice the original levied amount. It has recently been discovered, however, that the language of Resolution No. 2019-117 instead limits the amount of interest accrued to twice the original principal amount assessed. It appears that this error was simply due to a misunderstanding at the time the resolution was prepared. The attached resolution amends Resolution No. 2019-117 to correctly reflect the intent of the Council.

Attachment

Resolution

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

RESOLUTION NO. 2021-

A RESOLUTION AMENDING RESOLUTION NO. 2019-117

WHEREAS, in accordance with Minnesota Statutes Section 429.061, the City of Eden Prairie has levied special assessments against multiple tracts of land, which assessments were deferred with interest; and

WHEREAS, by Resolution No. 2019-117, the City Council of the City of Eden Prairie found and determined that interest accrued over time on the deferred assessments that exceeds twice the principal amount is excessive; and

WHEREAS, the language of Resolution No. 2019-117 does not correctly reflect the intent of the Council to limit interest charged on existing and future deferred assessments to an amount equal to the original principal amount assessed, such that the total amount of principal and interest to be paid on the deferred assessments does not exceed twice the principal amount assessed.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Eden Prairie, that Resolution No. 2019-117 is amended to read as follows:

1. Interest charged on existing and future deferred assessments shall not exceed an amount equal to the original principal amount assessed.
2. At such time as the existing deferred assessments are due and payable, the City Council shall take action as allowed under State law to reduce interest as in accordance with this resolution.
3. In the future resolutions approving deferred assessments with interest shall contain the condition that the interest charged shall not exceed an amount equal to the original principal amount assessed.

ADOPTED by the City Council of the City of Eden Prairie, Minnesota this 15th day of June, 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

CITY COUNCIL AGENDA		DATE
SECTION: Consent Calendar		June 15, 2021
DEPARTMENT / DIVISION	ITEM DESCRIPTION	ITEM NO.
City Attorney Maggie Neuville, City Attorney	Resolution Amending Resolution No. 2017-80 and 2017-81; Relating to Designated Community Festivals	VIII.P.

Requested Action

Move to: Adopt Resolution Amending Resolution 2017-80 Designating Community Festivals and Resolution 2017-81 Authorizing a Holder of a Retail On-Sale Intoxicating Liquor License Issued by the City to Dispense Intoxicating Liquor at City-Designated Community Festivals.

Synopsis

Resolution 2016-33 designated the Hometown Celebration, the Concerts in the Park Series, Schooner Days, and Arts in the Park as community festivals. In 2017, the Council adopted Resolution No. 2017-80 amending the earlier resolution to add the Eden Prairie Community Foundation Prairie Brewfest to the list of designated community festivals. The Council also adopted Resolution No. 2017-81, which permits holders of retail on-sale intoxicating liquor licenses to dispense intoxicating liquor at the listed community festivals with the City Manager's approval.

Community festivals are vital to creating community spirit and belonging. Community festivals allow for celebrating the many cultures and interests within the City. The Eden Prairie Lion's Club Corn Feed serves the same purposes as the festivals previously designated in that it creates community spirit and belonging and promotes the efforts of the Eden Prairie Lion's Club and the work they do in the community.

The attached resolution amends Resolution No. 2017-80 to add the Eden Prairie Lion's Club Corn Feed to the list of designated community festivals, and also amends Resolution No. 2017-81 to allow holders of retail on-sale intoxicating liquor licenses to dispense intoxicating liquor any event that is designated by Council resolution as a community festival now or in the future.

Attachment

Resolution

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

RESOLUTION NO. 2021-__

**RESOLUTION AMENDING RESOLUTION NO. 2017-80 DESIGNATING CITY OF
EDEN PRAIRIE OFFICIAL COMMUNITY FESTIVALS AND RESOLUTION NO. 2017-
81 AUTHORIZING A HOLDER OF A RETAIL ON-SALE INTOXICATING LIQUOR
LICENSE ISSUED BY THE CITY TO DISPENSE INTOXICATING LIQUOR AT
CITY-DESIGNATED COMMUNITY FESTIVALS**

BE IT RESOLVED BY THE EDEN PRAIRIE CITY COUNCIL THAT:

WHEREAS, by Resolution No. 2017-80 the City Council designated certain events as community festivals; and

WHEREAS, by Resolution No. 2017-81 the City Council authorized holders of a retail intoxicating liquor license issued by the City to dispense intoxicating liquor off premises at specified designated community festivals; and

WHEREAS, it has been proposed to designate the Eden Prairie Lion's Club Corn Feed as a community festival; and

WHEREAS, the Eden Prairie Lion's Club Corn Feed serves the same purposes as the festivals previously designated in that it creates community spirit and belonging and promotes the efforts of the Eden Prairie Lion's Club and the work they do in the community.

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

1. That Resolution No. 2017-80 is amended such that the following events are hereby designated as official community festivals: Hometown Celebration, the Concerts in the Park Series, Schooner Days, Arts in the Park, the Eden Prairie Community Foundation Prairie Brewfest, and the Eden Prairie Lion's Club Corn Feed.
2. That Resolution No. 2017-81 is amended to authorize, subject to the written approval of the City Manager for each community festival, holders of a retail intoxicating liquor license issued by the City of Eden Prairie to dispense intoxicating liquor off premises at any event that has been designated as a community festival by Council resolution. If the City Manager has granted approval, the City Manager is also authorized to and shall specify in writing the area in which the intoxicating liquor must be dispensed and consumed for each community festival.

ADOPTED by the City Council of Eden Prairie this 15th day of June, 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

CITY COUNCIL AGENDA		DATE:
SECTION: Public Hearings		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Community Development/Planning Janet Jeremiah/ Beth Novak-Krebs	Morimoto CityHomes	IX.A.

Requested Action

Move to:

- Close the Public Hearing; **and**
- Adopt the Resolution for a Planned Unit Development Concept Review on 2.85 acres
- Approve the 1st Reading of the Ordinance for the Planned Unit Development District Review with waivers on 2.85 acres and Zoning District Change from Rural to RM-6.5 on 2.85 acres
- Adopt a Resolution for the Preliminary Plat to create 16 lots and 3 outlots on 2.85 acres.
- Direct Staff to prepare a Development Agreement incorporating Staff and Commission recommendations and Council conditions

Synopsis

The property at 9360 Hennepin Town Road is 2.85 acres and currently includes a single family home. The land is generally flat with a small wetland on both the west and east side of the property. The eastern 2/3 of the property is wooded with some trees around the perimeter of the property. The applicant is requesting approval to construct 16 owner-occupied townhome units in groups of 3, 4 and 5 units. Surrounding land uses include residential and commercial to the north, residential to the west and residential and open space to the south. Hennepin Town Road and Highway 169 run along the east side of the property. The majority of the homes in the immediate residential neighborhood are ramblers and split level homes. The proposed units are two stories with two-car garages facing the main drive into the site.

Background

The property is guided Medium Density Residential. The applicant is requesting to rezone the property from Rural to RM-6.5 zoning. The proposed density of 5.6 units per acre is consistent with the maximum density in the Comprehensive Plan (5 to 14 units per acre) and with the zoning (6.7 units per acres). The zoning is consistent with the Comprehensive Plan guiding.

Project Details

The applicant is proposing a preliminary plat that would create one lot for each of the townhomes, one outlot for each wetland and one outlot for common areas (i.e. drive, parking, and greenspace areas). The applicant is proposing to deed the outlots containing the wetlands to the City. The City will maintain and preserve the wetlands.

The proposal includes one building with 3 attached townhome units, two buildings with 4 attached townhomes each and one building with 5 attached townhomes. The buildings are situated parallel to the south and north property lines between the two wetlands on the property. The garages with face

inward with a private drive providing access to the driveways. The front of the townhomes will face the south and north property lines. The only vehicular access to the site is from Hennepin Town Road with the access drive coming into the site with a turnaround at the end of the drive. Each unit has a two-car garage and parking in the driveway. The plan includes 7 visitor parking spaces. The plan also includes a 4 foot wide woodchip trail around the wetland in the rear of the property. Seating areas are proposed to be located along the trail.

Although buildings in the RM-6.5 zoning district are exempt for the building material and articulation requirements, the portion of the buildings facing the north and south property lines include building articulation and color variations providing visual variety and gives each unit its own unique look. In an effort to create some depth along the garage façade of the buildings, the applicant has included a porch roof over the entrance next to the overhead garage door to provide shelter from the elements, but also provide some visual variety along the garage façade.



Affordability

The developer has voluntarily committed to providing 20 percent affordable units (4 units) in the development without a request for any City subsidy. These units will be restricted to households earning approximately 115% of the area median income or less, offering new affordable owner-occupied opportunities not often seen in the community. Staff is currently working with the City Attorney and developer on a legal mechanism that will aim to keep the homes affordable for a specified time period even if resold by the initial homebuyer.

Traffic

Hennepin Town Road is designated as a Major Collector on the eastern boundary of the property and provides access to the property. There could be a total of 117 trips per day for the property. Based on the classification of Hennepin Town Road, the capacity range of a major collector is 1,100 – 6,300 vehicles per day. This varies depending on proper driveway spacing, lane width, speed limit, pedestrian facilities and access. The average daily traffic counted on Hennepin Town Road in 2016 was 3,444. The development will generate very low peak hour traffic volumes and will have a negligible impact on the operations of the adjacent roadway.

Planned Unit Development Waivers

The purpose of a Planned Unit Development (PUD) as stated in the City Code is to provide for a more creative and efficient approach to the use of land within the City; to allow variety in the types of environment available to people and distribution of overall density of population and intensity of land use where desirable and feasible; and provide for greater creativity and flexibility in environmental design.

As a part of the PUD, the applicant is seeking waivers to City Code requirements as outlined below.

1. **Minimum Lot Size**

City Code requires a minimum lot size of 3,000 square feet. The applicant is requesting a minimum lot size of 1,920 square feet for Lots 2, 5, 6, Block 1 and Lots 2, 3, 6, 7, 8 Block 2 and a minimum of 2,220 square feet for Lots 1, 3, 4, 7, Block 1 and Lots 1, 4, 5, 9, Block 2. The City has approved similar waivers for other townhomes in the City.

2. **Minimum Lot Depth**

City Code requires a minimum lot depth of 100 feet. The applicant is requesting a minimum lot depth of 60 feet for each of the lots. The City has approved similar waivers for other townhomes in the City.

3. **Group Usable Open Space** – City Code requires 1,000 square feet of group usable open space per unit. The applicant is requesting a waiver to reduce the group usable open space to 94 square feet per unit. Group usable open space is defined as land area and facilities designated for group recreation or social activities. The applicant is proposing to provide a woodchip trail with seating areas around the wetland at the back of the property. The property has direct access to the existing trail along Hennepin Town Road, which connects to a broader trail system, parks and open spaces.

The waiver request is consistent with recently approved waivers for group usable open space as shown in the following table:

Project	Zoning	Number of Units	Area of Group Usable Open Space (GUOS) Required Per Unit (Sq. Ft.)	Total Area of GUOS Required (Sq. Ft.)	Total Area of GUOS Provided (Sq. Ft.)	Per Unit GUOS Approved by Waiver (Sq. Ft.)
Southview	RM-2.5	116	600	69600	14954	129
Prairie Bluffs Senior Living	RM-2.5	138	600	82800	28875	209
Trail Point Ridge	RM-2.5	58	600	34800	23374	403
Sheldon Place	RM-6.5	10	1000	10000	280	28
Castle Ridge	RM-2.5	274	600	164400	47402	173
Paravel	RM-2.5	245	600	147000	32830	134
Morimoto CityHomes	RM-6.5	16	1000	16000	1500	94 proposed

4. **Parking Stall Depth and Drive Aisle Width** - City Code requires parking stalls to have dimensions of 9 feet wide by 19 feet deep with a drive aisle width of 25 feet. The applicant is requesting a waiver to allow a parking stall depth of 18 feet with a drive aisle of 24 feet. The requested waiver is consistent with similar waivers approved for other projects. A 9 foot wide by 18 foot deep parking stall and a 24 foot wide drive aisle are functional for parking and maneuvering.
5. **Lots Without Street Frontage**
City Code requires all lots to have frontage on a public street. The applicant is requesting a waiver because the lots for each individual unit do not have frontage on a public street. The overall project does have frontage on a public street.

Landscape and Tree Replacement

The project requires 110 caliper inches for landscaping and the plan includes 117 caliper inches. The plan also includes shrubs, ornamental grasses and perennials to complete the overall landscaping on the site. The project requires 504 caliper inches for tree replacement. The plan includes 534 caliper inches.

For some of the trees proposing to be saved, grading adjustments may be needed in order to ensure that 60% of the tree roots are unaffected. Rather than putting a note on the plan and making grading adjustments in the field, staff is recommending a condition that the grading plan be revised to reflect these changes prior to the 2nd reading at Council.

Sidewalks and Trails

There is an existing paved trail along the west side of Hennepin Town Road. The proposal includes a sidewalk from the first driveway on the south side of the drive to the paved trail on Hennepin Town Road. This will provide residents access to commercial uses to the north and to a more extensive trail system. This provides a dedicated space to walk rather than using the drive lane.

The applicant is proposing a 4 foot wide woodchip trails and seating areas around the wetland in the rear of the property.

Neighborhood and Resident Input

On April 1st, 2021 the applicant conducted a neighborhood meeting. A notification was sent out to all property owners within a 500' radius boundary. The meeting was conducted via Zoom and a complete recording of the meeting is available. About 8 people were in attendance. The primary question of concern was about mature tree preservation along the property lines. The other questions were about unit design, height, drive location, visibility of the structures from the neighboring parcels and pricing.

Sustainability

The applicant is proposing a number of sustainable features in this project as listed below:

- At the Planning Commission meeting, the developer volunteered to install wiring for Electric Vehicle charging stations in each garage.
- Meet or exceed all state building codes for energy efficiency
- Preservation and enhancement of the wetlands located on site
- Utilize extensive plantings with a variety of sustainable species that promote the quality of air, water and soil on site
- Explore opportunities for solar grants and potential partnership with the electricity utility (Xcel Energy) for solar installation at time of construction
- Use sustainability sensitive building materials in the construction process.

Planning Commission Recommendation

The Planning Commission voted 8-0 to recommend approval of the project at the May 24, 2021 meeting.

Attachments

1. Ordinance for PUD and Rezoning
2. Resolution for PUD Concept Review
3. Resolution for Preliminary Plat
4. Staff Report
5. Land Use Map
6. Zoning Map
7. Aerial photo
8. Planning Commission Minutes

MORIMOTO CITY HOMES

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

ORDINANCE NO. __-2021-PUD-_-2021

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

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

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

Section 2. That action was duly initiated proposing that the land be removed from the Rural Zoning District and be placed in the RM-6.5 Zoning District.

Section 3. That action was duly initiated proposing that the designation of the land be amended within the RM-6.5 Zoning District as __-2021-PUD-_-2021 (hereinafter "PUD-_-2021”).

Section 4. The City Council hereby makes the following findings:

- A. PUD-_-2021 is not in conflict with the goals of the Comprehensive Guide Plan of the City.
- B. PUD-_-2021 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-_-2021 are justified by the design of the development described therein.
- D. PUD-_-2021 is of sufficient size, composition, and arrangement that its construction, marketing, and operation are feasible as a complete unit without dependence upon any subsequent unit.

Section 5. The proposal is hereby adopted and the land shall be, and hereby is removed from the Rural Zoning District and placed in the RM-6.5 Zoning District respectively as noted in Exhibit A and shall be included hereafter in the Planned Unit Development PUD-_-2021 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. The land shall be subject to the terms and conditions of that certain Development Agreement dated as of _____ entered into between Hennepin CityHomes LLC, and the City of Eden Prairie, (hereinafter “Development Agreement”). The Development Agreement contains the terms and conditions of PUD-_-2021, and are hereby made a part hereof.

Section 7. 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 8. 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 15th day of June, 2021, and finally read and adopted and ordered published in summary form as attached hereto at a regular meeting of the City Council of said City on the _____ day of _____, 2021.

ATTEST:

Kathleen Porta, City Clerk

Ronald A. Case, Mayor

PUBLISHED in the *Sun Sailor* on _____, 2021.

EXHIBIT A

Legal Description:

Rezoned from Rural to RM-6.5

Legal Description Prior to Final Plat

A tract of land in the Southeast Quarter of Section 24, Township 116, Range 22, Hennepin County, Minnesota, described as follows: Commencing at the Southeast corner of said Section 24, and thence West along the South line of said Section a distance of 648.0 feet; thence North and parallel to the East line of said Section a distance of 205.0 feet; thence East and parallel to the South line of described tract a distance of 410.0 feet; thence North and parallel to said east line a distance of 10.0 feet; thence East and parallel to said South line a distance of 238.0 feet to said East line; thence South along said East line a distance of 215.0 feet to the point of beginning, which lies Easterly of a line drawn parallel with and distant 51 feet Westerly of the East line of the Southeast Quarter of Section 24, Township 116, Range 22, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota. Abstract Property

Legal Description After the Final Plat

Lots 1-7, Block 1, Lots 1-9, Block 2, and Outlots A, B, C, Morimoto CityHomes, Hennepin County, Minnesota

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

RESOLUTION NO. 2021-___

**A RESOLUTION APPROVING THE PLANNED UNIT DEVELOPMENT
CONCEPT OF MORIMOTO CITYHOMES
FOR HENNEPIN CITYHOMES LLC**

WHEREAS, the City of Eden Prairie has by virtue of City Code provided for the Planned Unit Development (PUD) Concept of certain areas located within the City; and

WHEREAS, the Planning Commission did conduct a public hearing on May 24, 2021, on Morimoto CityHomes by Hennepin CityHomes LLC and considered their request for approval of the PUD Concept Plan and recommended approval of the request to the City Council; and

WHEREAS, the City Council did consider the request on June 15, 2021.

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

1. Morimoto CityHomes, being in Hennepin County, Minnesota, legally described as outlined in Exhibit A, is attached hereto and made a part hereof (“Property”).
2. That the City Council does grant PUD Concept approval as outlined in the plans stamp dated June 7, 2021.
3. That the PUD Concept meets the recommendations of the Planning Commission dated May 24, 2021.

ADOPTED by the City Council of the City of Eden Prairie this 15th day of June, 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

EXHIBIT A

PUD Concept

Legal Description Prior to Final Plat

A tract of land in the Southeast Quarter of Section 24, Township 116, Range 22, Hennepin County, Minnesota, described as follows: Commencing at the Southeast corner of said Section 24, and thence West along the South line of said Section a distance of 648.0 feet; thence North and parallel to the East line of said Section a distance of 205.0 feet; thence East and parallel to the South line of described tract a distance of 410.0 feet; thence North and parallel to said east line a distance of 10.0 feet; thence East and parallel to said South line a distance of 238.0 feet to said East line; thence South along said East line a distance of 215.0 feet to the point of beginning, which lies Easterly of a line drawn parallel with and distant 51 feet Westerly of the East line of the Southeast Quarter of Section 24, Township 116, Range 22, according to the United States Government Survey thereof and situate in Hennepin County, Minnesota. Abstract Property

Legal Description After the Final Plat

Lots 1-7, Block 1, Lots 1-9, Block 2, and Outlots A, B, C, Morimoto CityHomes, Hennepin County, Minnesota

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

RESOLUTION NO. 2021-___

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF MORIMOTO CITYHOMES FOR HENNEPIN CITYHOMES LLC**

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

That the preliminary plat of Morimoto CityHomes for Hennepin CityHomes LLC stamp dated June 7, 2021, and consisting of 2.84 acres into 16 lots and 3 outlots, a copy of which is on file at the City Hall, is found to be in conformance with the provisions of the Eden Prairie Zoning and Platting ordinances, and amendments thereto, and is herein approved subject to approval of the 2nd reading of the Ordinance for the Planned Development District Review with waivers and a Zoning District change and approval of the Development Agreement.

ADOPTED by the Eden Prairie City Council on the 15th day of June, 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

STAFF REPORT

TO: Planning Commission

FROM: Beth Novak-Krebs, Senior Planner

DATE: May 20, 2021

SUBJECT: Morimoto CityHomes

LOCATION: 9360 Hennepin Town Road

REQUEST:

- Planned Unit Development Concept Review on 2.85 acres
- Planned Unit Development District Review with waivers on 2.85 acres
- Zoning District Change from Rural to RM-6.5 on 2.85 acres
- Site Plan Review on 2.85 acres
- Preliminary Plat to create 16 lots and 3 outlots on 2.85 acres

BACKGROUND

The property at 9360 Hennepin Town Road is 2.85 acres and currently includes a single family home. The land is generally flat with a small wetland on both the west and east side of the property. The eastern 2/3 of the property is wooded with some trees around the perimeter of the property.

The applicant is requesting approval to construct 16 owner-occupied townhome units. The property is located on the west side of Hennepin Town Road ¼ mile south of Anderson Lakes Parkway.

Surrounding land uses include residential and commercial to the north, residential to the west and residential and open space to the south. Hennepin Town Road and Highway 169 run along the east side of the property.



The majority of the homes in the immediate residential neighborhood are ramblers and split level homes. The proposal includes two-story attached townhomes in groups of 4 and 5 units.

COMPREHENSIVE PLAN AND ZONING

The property is guided Medium Density Residential in Aspire 2040, which allows a density of 5 to 14 units per acre. The proposed density is 5.6 units per acre, which is consistent with the density ranges provided in

Staff Report – Morimoto CityHomes
Page 2

the Comprehensive Plan guiding and the proposed zoning. The property is zoned Rural. The applicant is requesting to rezone the property to RM-6.5. The proposed zoning is consistent with the guiding of the property.

The property is identified as an infill site on the Infill Development Sites Map in the Aspire 2040 Plan. Through the Aspire process, the City Council discussed infill development sites noting that proposed development should address a variety of items such as, existing environment and character of the surrounding developments, pedestrian and vehicular connections, and housing product type in order to provide lifecycle housing options for the community.

PREVIOUS PROPOSAL

On July 13, 2020, the City reviewed a previous proposal for the property called The Lofts at Anderson Reserve. The Planning Commission recommended approval to the City Council, but the application was withdrawn before the 1st Reading before the Council because the project was not awarded the tax credits needed to finance the project. The previous proposal included a three story building with 52 units at a density of 18.25 units per acre. The project included underground parking and 50 surface parking stalls. The current Morimoto CityHomes proposal includes 16 owner-occupied townhomes that are two story with two car garages. The proposed density is 5.6 units per acre. The current project is proposed to generate 117 weekday daily vehicle trips, which is 166 fewer than The Lofts project. The current project requires 32 parking stalls, which is 72 fewer parking stalls than The Lofts project. The two car garages can accommodate all of the required parking and there is no need for a large surface parking lot. The proposed project includes 7 surface parking stalls for visitors.

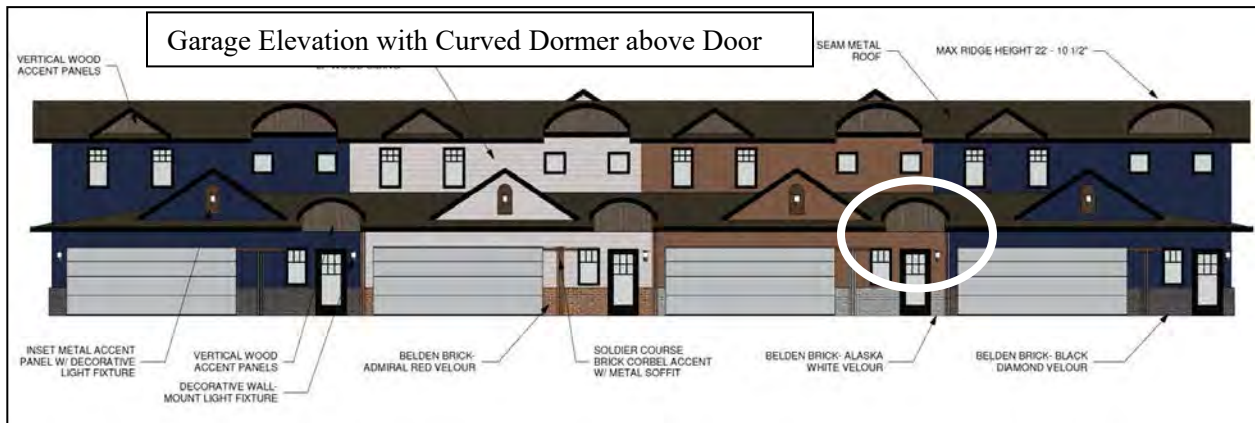
	Total Units	Density (Units/Acre)	Total Weekday Daily Vehicle Trips	Parking Required	Number of Stories	Building Height (Ft).	*Population
Morimoto CityHomes Proposal	16	5.6	117	32	2	24	40
The Lofts at Anderson Reserve Previous Proposal	52	18.25	283	104	3	40	130
Difference	36	12.65	166	72	1	16	90

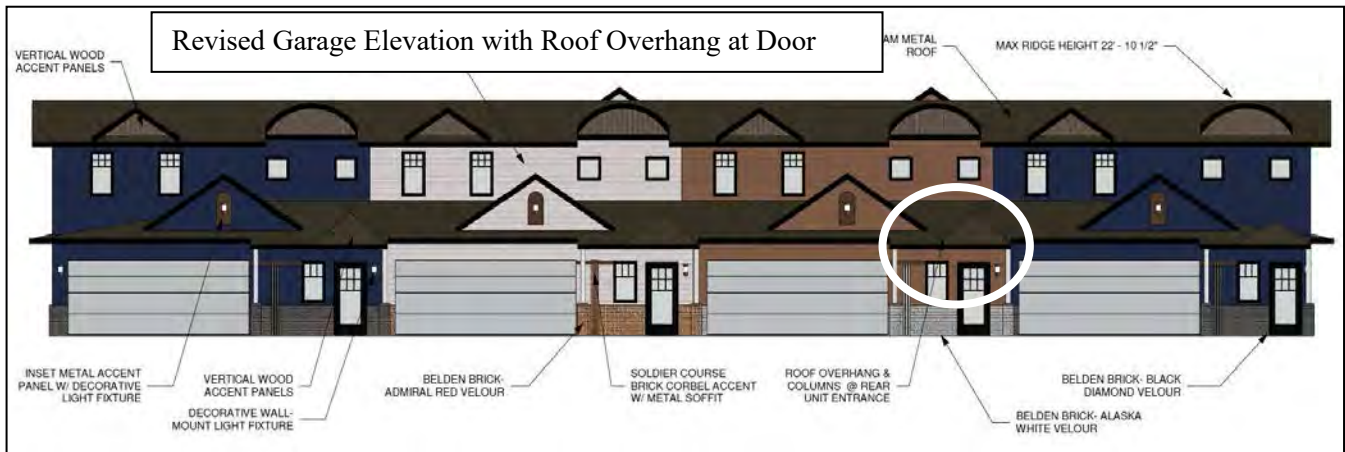
* The population numbers are based on an average of 2.5 persons per household.

BUILDING ARCHITECTURE

Although buildings in the RM-6.5 zoning district are exempt for the building material and articulation requirements, the portion of the buildings facing the north and south property lines include building articulation and color variations providing visual variety and gives each unit its own unique look.

The garages face inward, but the entrances next to the garage doors will essentially function as the main entrance into the units. As a result, the functionality and the aesthetics are important. Staff has been working with the applicant to improve the functionality and aesthetics of the garage side of the buildings. The original plan included in the packet has an arched dormer over the entrances next to the garage doors as depicted in the drawings below. In an effort to create some depth along the garage facade, staff suggested adding a porch roof over the entrance to provide shelter from the elements, but also provide some visual variety along the garage façade. The applicant incorporated the change as seen on the revised building elevation provided on the next page and included as separate sheet in the packet.





AFFORDABILITY

The developer has voluntarily committed to providing 20 percent affordable units (4 units) in the development without a request for any City subsidy. These units will be restricted to households earning approximately 115% of the area median income or less, offering new affordable owner-occupied opportunities not often seen in the community. Staff is currently working with the City Attorney and developer on a legal mechanism that will aim to keep the homes affordable for a specified time period even if resold by the initial homebuyer.

TRAFFIC

Hennepin Town Road is designated as a Major Collector on the eastern boundary of the property and provides access to the property. Hennepin Town Road provides access to Highway 169 via the interchanges at Anderson Lakes Parkway and Pioneer Trail. The proposal includes one access point to the property and does not connect with any neighboring local streets.

The applicant submitted data about the anticipated number of vehicle trips going into and coming out of the property. The information is gathered from the ITE Trip Generation manual. The information from the manual indicates the site is estimated to generate 2 entering and 5 exiting trips during the morning traffic peak and 6 entering and 3 exiting trips during the afternoon traffic peak hour. There could be a total of 117 trips per day for the property.

A collector road or distributor road is a low-to-moderate-capacity road which serves to move traffic from local streets to arterial roads. Unlike arterials, collector roads are designed to provide access to residential properties.

Based on the classification of Hennepin Town Road, the capacity range of a major collector is 1,100 – 6,300 vehicles per day. This varies depending on proper driveway spacing, lane width, speed limit, pedestrian facilities and access. The average daily traffic counted on Hennepin Town Road in 2016 was 3,444. The development will generate very low peak hour traffic volumes and will have a negligible impact

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on the operations of the adjacent roadway.

PLANNED UNIT DEVELOPMENT WAIVERS

The purpose of a Planned Unit Development (PUD) as stated in the City Code is to provide for a more creative and efficient approach to the use of land within the City; to allow variety in the types of environment available to people and distribution of overall density of population and intensity of land use where desirable and feasible; and provide for greater creativity and flexibility in environmental design.

As a part of the PUD, the applicant is seeking waivers to City Code requirements as outlined below.

1. Minimum Lot Size

City Code requires a minimum lot size of 3,000 square feet. The applicant is requesting a minimum lot size of 1,920 square feet for Lots 2, 5, 6, Block 1 and Lots 2, 3, 6, 7, 8 Block 2 and a minimum of 2,220 square feet for Lots 1, 3, 4, 7, Block 1 and Lots 1, 4, 5, 9, Block 2. The City has approved similar waivers for other townhomes in the City.

2. Minimum Lot Depth

City Code requires a minimum lot depth of 100 feet. The applicant is requesting a minimum lot depth of 60 feet for each of the lots. The City has approved similar waivers for other townhomes in the City.

3. Group Usable Open Space – City Code requires 1,000 square feet of group usable open space per unit. The applicant is requesting a waiver to reduce the group usable open space to 94 square feet per unit. Group usable open space is defined as land area and facilities designated for group recreation or social activities. The applicant is proposing to provide a woodchip trail with seating areas around the wetland at the back of the property. The property has direct access to the existing trail along Hennepin Town Road, which connects to a broader trail system, parks and open spaces.

The waiver request is consistent with recently approved waivers for group usable open space as shown in the following table:

Project	Zoning	Number of Units	Area of Group Usable Open Space (GUOS) Required Per Unit (Sq. Ft.)	Total Area of GUOS Required (Sq. Ft.)	Total Area of GUOS Provided (Sq. Ft.)	Per Unit GUOS Approved by Waiver (Sq. Ft.)
Southview	RM-2.5	116	600	69600	14954	129
Prairie Bluffs Senior Living	RM-2.5	138	600	82800	28875	209
Trail Point Ridge	RM-2.5	58	600	34800	23374	403
Sheldon Place	RM-6.5	10	1000	10000	280	28
Castle Ridge	RM-2.5	274	600	164400	47402	173
Paravel	RM-2.5	245	600	147000	32830	134
Morimoto CityHomes	RM-6.5	16	1000	16000	1500	94 proposed

4. **Parking Stall Depth and Drive Aisle Width** - City Code requires parking stalls to have dimensions of 9 feet wide by 19 feet deep with a drive aisle width of 25 feet. The applicant is requesting a waiver to allow a parking stall depth of 18 feet with a drive aisle of 24 feet. The requested waiver is consistent with similar waivers approved for other projects. A 9 foot wide by 18 foot deep parking stall and a 24 foot wide drive aisle are functional for parking and maneuvering.
5. **Lots Without Street Frontage**
City Code requires all lots to have frontage on a public street. The applicant is requesting a waiver because the lots for each individual unit do not have frontage on a public street. The overall project does have frontage on a public street.

LANDSCAPE AND TREE REPLACEMENT PLAN

The project requires 110 caliper inches for landscaping. The project includes foundation plantings and trees along the drive. The caliper inches proposed for landscaping is 117, which exceeds City Code requirements. The plan also includes shrubs, ornamental grasses and perennials to complete the overall landscaping on the site.

The project requires 504 caliper inches for tree replacement. The plan includes 534 caliper inches for tree replacement. For some of the trees proposing to be saved, grading adjustments may be needed in order to ensure that 60% of the tree roots are unaffected. Rather than putting a note on the plan and making grading adjustments in the field, staff is recommending a condition that the grading plan be revised to reflect these changes prior to the 1st reading at Council.

SIDEWALKS AND TRAILS

There is an existing paved trail along the west side of Hennepin Town Road. The proposal includes a sidewalk from near the visitor parking to the trail. This will provide residents access to commercial uses to the north and to a more extensive trail system. Staff recommends that the proposed sidewalk be extended down to the first unit on the south side of the drive. This would allow pedestrian a safer space to walk in than the drive lanes.

The applicant is proposing a 4 foot wide woodchip trails and seating areas around the wetland in the rear of the property. This provides for passive recreational opportunities.

DRAINAGE

The existing parcel consists of a single family residential home, while the remainder is generally wooded. The parcel currently drains to two on-site wetlands. The wetlands ultimately drain to the east under Hennepin Town Road to Woodbridge Marsh in Bloomington.

The proposed development will direct runoff from impervious surfaces to two underground stormwater filtration systems located beneath the turnaround and one beneath the entrance and green space along the north property line. The filtration systems remove stormwater pollutants and provide rate control for the stormwater discharges. A stormwater reuse system also collects runoff in a cistern for use for on-site

irrigation.

The filtration systems discharge to Wetland 24-44-B. This wetland is being slightly regraded to create additional storage to account for the additional influx of stormwater discharge from the increased impervious surface. The graded area within the wetland buffer is proposed to be restored with native grasses. The developer has indicated that grading around Wetland 2 will not impact the hydrology to the point of changing the wetland Type or functions. The developer has indicated that the western wetland will not be impacted by the development.

LIGHTING

The proposed lighting plan includes (8) 14-foot tall pole lights to provide lighting for the visitor parking, turnaround, and drive into the site. The lighting exceeds .5 footcandles in a few locations at the property line for the outlots containing the wetlands. The conditions of approval include a requirement that the Lighting Plan must be revised prior to the 1st reading at Council.

SIGNS

The applicant is proposing a sign at the entrance into the site. The applicant is required to have a sign at the entrance into the site that includes addresses for emergency vehicle purposes. All proposed signs will require review and approval through the sign permit process and compliance with Section 11.70.

UTILITIES

There is an existing water main along Hennepin Town Road with service available to the subject property. The applicant is proposing to connect water service to the water main. The water main has capacity to accommodate the development.

The closest existing sanitary sewer main is approximately 160 feet north of the property in Clark Circle. The applicant is proposing to connect to the main located in Clark Circle and extend a sewer to the subject property through an existing drainage and utility easement. There is capacity in the sanitary sewer main for the proposed development. The applicant is proposing a private lift station to get flows to a forcemain and back to Clark Circle.

Each unit is required to have separate sanitary sewer and water services. The Utility Plan shows separate services.

NEIGHBORHOOD MEETINGS AND RESIDENT INPUT

On April 1st, 2021 the applicant conducted a neighborhood meeting. A notification was sent out to all property owners within a 500' radius boundary. The meeting was conducted via Zoom and a complete recording of the meeting is available. About 8 people were in attendance. The primary question of concern was about mature tree preservation along the property lines. The other questions were about unit design, height, drive location, visibility of the structures from the neighboring parcels and pricing.

SUSTAINABILITY

The applicant is proposing a number of sustainable features in this project as listed below:

- Meet or exceed all state building codes for energy efficiency
- Preservation and enhancement of the wetlands located on site is of paramount importance, not only to promote the enjoyability of the future inhabitants, but to protect its existing inhabitants.
- Utilize extensive plantings with a variety of sustainable species that promote the quality of air, water and soil on site
- Explore opportunities for solar grants and potential partnership with the electricity utility (Xcel Energy) for solar installation at time of construction
- Use sustainability sensitive building materials in the construction process.

STAFF RECOMMENDATION

Recommend approval of the following requests:

- Planned Unit Development Concept Review on 2.85 acres
- Planned Unit Development District Review with waivers on 2.85 acres
- Zoning District Change from Rural to RM-6.5 on 2.85 acres
- Site Plan Review on 2.85 acres
- Preliminary Plat to create 16 lots and 3 outlots on 2.85 acres

This is based on plans stamp dated April 20, 2021, staff report dated May 20, 2021 and the following conditions:

1. Prior to the 1st reading before the City Council, the applicant shall:
 - A. Revise the Grading Plan for the areas around the trees being saved to ensure that at least 60% of the tree roots are unaffected by grading operations.
 - B. Revise the Zoning Notes on the Site Plan to include the following: allowable density per Comp. Plan: 5-14 dwelling units per acre and proposed density 5.6 units per acre.
 - C. Revise all of the renderings to reflect the changes to the building articulation along the garage side of the buildings.
 - D. The lighting exceeds .5 footcandles in several locations along the property lines of the outlots containing the wetlands. The plan must be revised to meet the standards. The Lighting Plan should also be revised by indicating that the fixtures are downcast.
 - E. The Site Plan must be revised by extending the sidewalk down to the first unit on the south side of the drive.
 - F. The curb stops must be included within the drainage and utility easements. The drainage and utility easement must be revised accordingly on the plat.
 - G. Outlet Structure MH-1 Has a 4-inch orifice within the weir wall. Small diameter orifices can be prone to clogging. Please evaluate if a larger diameter orifice (≥ 8 -inches) or alternate weir wall configurations (V-notch weir) can be utilized.

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- H. Two wetlands were identified on site. Current plans appear to match the previous plans and do not indicate any impacts to the wetlands during construction. If grading into wetlands is required for stormwater treatment, a revised Joint Permit Application for the impacts will be required.
 - I. All documentation (including final grading plans) must include the water body identification number, if present. Any new infiltration or stormwater treatment areas must be given a Water Body Identification Number(s). Contact Leslie Stovring to obtain the water body identification numbers.
 - J. Snow storage areas must not be located within the wetlands or wetland buffer areas.
2. Prior to release of the Final Plat, the applicant shall
- A. Sign special assessment agreement for City trunk sewer and water assessment fees and connection fees and pay deferred assessments.
 - B. Submit detailed storm water runoff, utility and erosion control plans for review by the City Engineer and Watershed District.
 - C. A No Build Agreement for outlot B shall be prepared for review and approval by the Building Official. The No Build Agreement shall be filed prior to the issuance of the first building permit.
 - D. Provide copies of legal documents, either in Homeowners Association format or private covenant and agreement format to be approved by the City that shall address the following:
 - Describe the long term private maintenance or replacement agreement for the retaining walls.
 - Insertion of language in the documents that relinquishes the City of Eden Prairie from maintenance or replacement of the retaining walls.
 - E. Submit a bond, letter of credit, or cash deposit (“security”) that guarantees completion of all public improvements equivalent to 125% of the cost of the improvements.
3. Prior to land alteration permit issuance, the applicant shall:
- A. Submit detailed storm water runoff, wetland, utility, street and erosion control plans for review and approval by the City Engineer.
 - B. Submit a landscaping letter of credit or escrow surety equivalent to 150% of the cost of the landscaping.
 - C. Obtain and provide documentation of Watershed District approval.
 - D. Notify the City and Watershed District 48 hours in advance of grading.
 - E. Install erosion control at the grading limits of the property for review and approval by the City.
 - F. Submit a land alteration bond, letter of credit, or escrow surety equivalent to 125% of the cost of the land alteration.
 - G. The well and septic shall be removed in accordance with all applicable requirements.
 - H. Submit a wetland protection bond, letter of credit, or escrow surety equivalent to 150% of

the wetland plan requirements included in the Development Agreement.

4. Prior to building permit issuance for the property, the applicant shall:
 - A. Pay the appropriate cash park fees.
 - B. Provide recorded copies of any Home Owner Association documents or private covenants and agreements to the City following recording of the final plat.
 - C. Submit construction plans and project specifications for public infrastructure for review and approval by the City Engineer.

5. The following waivers have been granted through the PUD District Review for the project as indicated in the plans stamp dated April 20, 2021.
 - A. **Minimum Lot Size**
City Code requires a minimum lot size of 3,000 square feet. The applicant is requesting a minimum lot size of 1,920 square feet for Lots 2, 5, 6, Block 1 and Lots 2, 3, 6, 7, 8 Block 2 and a minimum of 2,220 square feet for Lots 1, 3, 4, 7, Block 1 and Lots 1, 4, 5, 9, Block 2. The City has approved similar waivers for other townhomes in the City.
 - B. **Minimum Lot Depth**
City Code requires a minimum lot depth of 100 feet. The applicant is requesting a minimum lot depth of 60 feet for each of the lots.
 - C. **Group Usable Open Space –**
City Code requires 1000 square feet of group usable open space per unit. The applicant is requesting a waiver to reduce the group usable open space to 94 square feet per unit. Group usable open space is defined as land area and facilities designated for group recreation or social activities. The applicant is proposing to provide a woodchip trail with seating areas around the wetland at the back of the property. The property has direct access to the existing trail along Hennepin Town Road, which connects to a broader trail system, parks and open spaces.
 - D. **Parking Stall Depth and Drive Aisle Width -** City Code requires parking stalls to have dimensions of 9 feet wide by 19 feet deep with a drive aisle width of 25 feet. The applicant is requesting a waiver to allow a parking stall depth of 18 feet with a drive aisle of 24 feet. The requested waiver is consistent with similar waivers approved for other projects. A 9 foot wide by 18 foot deep parking stall and a 24 foot wide drive aisle are functional for parking and maneuvering.
 - E. **Lots Without Street Frontage**
City Code requires all lots to have frontage on a public street. The applicant is requesting a waiver because the lots for each individual unit do not have frontage on a public street. The overall project does have frontage on a public street.

Aerial Map: Morimoto CityHomes
Address: 9360 Hennepin Town Road
Eden Prairie, MN 55347



UNAPPROVED MINUTES

EDEN PRAIRIE PLANNING COMMISSION

MONDAY, MAY 24, 2021

**7:00 PM—CITY CENTER
Council Chambers
8080 Mitchell Road**

COMMISSION MEMBERS:

John Kirk, Ann Higgins, Andrew Pieper, Ed Farr,
Michael DeSanctis, Rachel Markos, Carole Mette,
William Gooding, Robert Taylor

CITY STAFF:

Julie Klima, City Planner; Matt Bourne, Manager of
Parks and Natural Resources; Rod Rue, City Engineer

I. CALL THE MEETING TO ORDER

Chair Farr called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE – ROLL CALL

Absent was commission member Markos.

III. APPROVAL OF AGENDA

MOTION: Higgins moved, seconded by Kirk to approve the agenda. **MOTION CARRIED 8-0.**

IV. MINUTES

MOTION: Taylor moved, seconded by Farr to approve the minutes of May 10, 2021. **MOTION CARRIED 8-0.**

V. PUBLIC HEARINGS

A. HOLIDAY CONVENIENCE STORE AND AUTO CARE WORLD SERVICE CENTER

Request for:

- **Planned Unit Development Concept Review on 3.96 acres**
- **Planned Unit Development District Review with waivers on 3.96 acres**
- **Site Plan Review on 3.96 acres**
- **Preliminary Plat of 2 lots on 3.96 acres**

Klima announced insufficient public notice had been given to residents within 500 feet of the development and recommended the commission members continue the public hearing to the June 14, 2021 meeting.

PLANNING COMMISSION MINUTES

May 24, 2021

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MOTION: Kirk moved, seconded by DeSanctis to continue the public hearing to June 14, 2021. **MOTION CARRIED 8-0.**

B. MORIMOTO CITY HOMES

Request for:

- **Planned Unit Development Concept Review on 2.84 acres**
- **Planned Unit Development District Review with waivers on 2.84 acres**
- **Zoning Change from Rural to RM-6.5 on 2.84 acres**
- **Site Plan Review on 2.84 acres**
- **Preliminary Plat to divide one lot into 16 lots and 3 outlots on 2.84 acres**

Steve Furlong, of Hennepin CityHomes LLC presented a PowerPoint and detailed the application. The site was currently zoned Rural and was guided in the Comprehensive Plan as Medium Density Residential, hence the rezoning request. This allowed a maximum of 6.7 units per acre. The request was for 16 units on a 2.85-acre site.

The proposal would include two-story attached townhomes in groups of three, four and five units. The buildings were situated parallel to the south and north property lines between the two wetlands on the property. The two-car garages would face inward with a private drive providing access to the driveways. The front of the townhomes would face the south and north property lines. The only vehicular access to the site would be from Hennepin Town Road with the access drive coming into the site with a turnaround at the end of the drive. Each unit would have two-car garages, and there would be seven guest parking stalls. No lots would have street frontage, and lots would vary between 2,200 and 1,920 square feet. The lot depth would be 50 feet. The main drive would have a width of 24 feet instead of the required 25 feet and the parking stalls would have a depth of 18 feet instead of 19 (hence the waivers). There would be group usable open space with a woodchip trail around the wetland to the west with seating areas. The waivers were needed to facilitate affordable housing. Infiltration basins would capture rainwater.

A Zoom neighborhood meeting was held on April 1 and there were fewer than 10 attendees. In addition, notifications were sent out by mail to a 500-foot radius from the development. Generally comments were supportive. Preservation of trees was the main concern of residents, and Matt Bourne visited the site. The applicant would maximize screening of the development. Another concern was the proximity of the units to the western property line.

Furlong displayed the landscape plan with plantings, and several visuals of the completed development with elevations and revised garage facades. The floorplans of the units showed the first and second level living arrangements. A

PLANNING COMMISSION MINUTES

May 24, 2021

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restrictive covenant was proposed to be placed on the affordable units so that if the initial or any subsequent buyer sold within the first ten years, the unit must be sold as affordable to a household earning 115 percent or less of the American median income (AMI), which was \$118,220.00. The developer had partnered with Housing and Community Services, the Minnesota Housing Finance Agency, and the state Housing Finance Agency to create this affordable housing opportunity.

DeSanctis asked if the clause “115 percent or less of the American median income (AMI)” actually restricted very low-income residents from coming into this development. Furlong replied the developer had limited ability to target which residents would live in the development. The qualification criteria for the mortgage could preclude some low-income residents at any rate.

Mette commended the placement of the front door near the garage but asked if there was a patio or stoop at the exits. Furlong replied the owner stepping out back patio door had a choice of a patio or other impervious surface, but this would be determined by individual taste. Mette also asked if there would be an overhang over the front door as with the garage. Furlong stated the plan was changed to create an overhang over the front door.

Farr noted the property line for each unit was 5 feet from the base of the home and did not extend to the boundary but to the common area. The “owner’s choice” of a patio, deck, or other in the backyard could become a “slippery slope” with encroachment on other lots. The owner could use the “backyard” but did not own it, and he asked Furlong to explain this. Furlong replied he had not worked with his architect to specify what the patios or decks would look like, but each owner would not be allowed to encroach on the common area or each other’s lots. Farr reiterated he found the non-ownerships of backyards to be a problem.

Klima presented the staff report. The application was asking for a rezoning in accordance with the Comprehensive Plan and the Zoning Ordinance. These would be owner-occupied townhomes with waivers. As Commission member Farr noted, the ownership was confined to a narrow strip of land near the units’ foundations. The parking is consistent with City standards. The applicant voluntary is providing affordable units and staff continued to work with the developer on this. Staff recommended some changes: that the tree replacement and grading plan be reviewed and revised as needed to preserve the appropriate roots of existing trees, and that the lighting and sidewalk plans make minor changes. Staff recommended approval of the application.

DeSanctis asked Bourne if the site visit revealed the number of trees on the property and which where pines that could be saved. Also, he wanted to know if there had been a study of species or plants or birds whose habitats might be encroached upon by this development. Bourne replied there were a number of perimeter pines that could be saved. These were updated in the preservation plan

PLANNING COMMISSION MINUTES

May 24, 2021

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but not in the grading plan. The site itself was quite flat and grading would be adjusted. The wetlands were not studied, but they were being protected. The pines along Hennepin Town Road would probably be saved. Taylor asked if there would be an Environmental Phase I study on this property. Bourne replied he believed one had been done, and he offered to double-check this.

Farr asked what was in the City's interest to own Outlots A and C. Rue replied these were for the conservation of the wetlands, which were less expensive to maintain than water treatment areas. Farr asked how this compared to carriage homes built in the past with access to a small common driveway. Rue replied this was not a typical development, and this development with a private driveway would not be much different from a Homeowner's Association except for the size of the lots. He found it adequate for the residents and for a fire truck/emergency vehicle turnaround. Farr asked the City's perspective on no sidewalk. Klima replied a sidewalk did extend from the trail to the first visitor parking stall; staff recommended a change to extend this at least to the first unit. Klima was confident such a change would be included, and this was sufficient; the sidewalk did not need to parallel the private driveway.

Garrett Pommeranz, of 9671 Clark Circle, stated he lived in a home adjacent to this proposed development and while not speaking for or against it he and his neighbors had some concerns. Preservation of a line of heritage trees, especially along the north side, was important for privacy and parking/interior light screening along the property line. He was also concerned about any utilities needing to go through the adjacent easements; this had come up during the public meeting and the developer had promised no utilities would come through, but Pommeranz had since learned a sewer line would in fact go through, and he wished clarification on this. The walking path on the west side near the wetland had also not been part of the original plan. Also, three parking stalls on the north end could be relocated to the south end to prevent light encroachment on neighboring homes from vehicles.

MOTION: Higgins moved, seconded by Kirk to close the public hearing.
MOTION CARRIED 8-0.

Furlong stated the initial plan was to clear-cut and replant, but after the neighborhood input he sought all opportunities to save existing trees. He would attempt to preserve the trees along the property line as possible. The north end parking stalls were created to accommodate the wetland and locating them along the south end would hamper the entrance and exit of emergency vehicles. He stated he could ensure greater screening along the north end. He added this application had changed over time and some items not presented to the neighborhood were added in collaboration with staff and with the necessity to work within the space and make it accessible. He wished all residents to be able to use the trail. Rue added the sewer connection was a gravity line that would go

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between the homes' property lines to a lift station, and empty into a manhole in the street on Clark Circle. This would require an encroachment agreement, but the sewer line would be privately owned by the Homeowners' Association. Farr remarked this was part of the last development proposal that came before the commission, and Rue agreed. This sewer line was not a new issue and was simply moved one lot line over. The developer would directly drill the sewer line, and if all went well, there would be no disturbance to the surrounding neighborhood. Farr suggested there was some communication that could have cleared up the confusion regarding the sewer line.

DeSanctis asked for the developer's sustainable features in this development. Furlong replied recycled materials would be used, such as were used in past developments. DeSanctis asked if there would be EV chargers in the garages. Furlong stated that garages would be wired for EV charging.

Farr asked if there was a possibility of looping the C-shaped "dead end" trail without impact to the wetland. Klima replied the southern boundary of the wetland was owned by a different Homeowners' Association. Farr suggested creating a loop that remained on the development property. Higgins replied a "dead-end" trail would still have interest. Gooding commended the plan and City staff had answered all these questions. Kirk concurred, stating this development was reasonable for the property that protected the wetlands and created affordable housing. DeSanctis found this a thoughtful proposal but remained sympathetic to the concerns of the neighbors. He wished this applicant more clearly addressed saving trees and planting screening bushes but found this development to have sensible parameters for the site. Farr stated this development solved a lot of issues and he liked the density. He was uncomfortable with the pedestrian flow and the lack of backyards, but he found the front yards would be used. He would prefer to have a narrower street for the cars and more of a "safe haven" for pedestrians.

Mette stated she lived in a cul-de-sac of twin homes without a sidewalk and based on that she did not find the sidewalk necessary and preferred to have extra green space. Also she cited another development without a sidewalk the commission had approved in the past. However, she approved of the development. Higgins suggested allowing the sidewalk to stop at the parking stall, as the applicant had originally designed, and if this could be adjusted in the future. She also expressed concern about children walking to and from and waiting for school buses. She was not sure an agreement could be drawn up to address the sidewalk in the future.

MOTION: Kirk moved, seconded by DeSanctis to recommend approval of the Planned Unit Development Concept Review on 2.84 acres; Planned Unit Development District Review with waivers on 2.84 acres, Zoning Change from Rural to RM-6.5 on 2.84 acres, Site Plan Review on 2.84 acres and Preliminary Plat to divide one lot into 16 lots and three outlots on 2.84 acres based on plans

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stamp dated April 20, 2021 and the staff report dated May 20, 2021. **MOTION CARRIED 8-0.**

PLANNERS' REPORT

MEMBERS' REPORTS

VI. ADJOURNMENT

MOTION: Taylor moved, seconded by Mette to adjourn. **MOTION CARRIED 7-0.**
The meeting was adjourned at 8:04 p.m.

CITY COUNCIL AGENDA		DATE:
SECTION: Public Hearings		June 15, 2021
DEPARTMENT/DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Community Development/Planning Janet Jeremiah/ Beth Novak-Krebs & Sarah Strain	Chapter 11 Code Amendments	IX.B.

Requested Action

Move to:

- Close the Public Hearing; **and**
- Approve the 1st Reading of the Ordinance to Amend City Code Chapter 11 relating to Group Usable Open Space, Gross Site Area Per Dwelling Unit, and Parking

Synopsis

Group Usable Open Space

In City Code, Group Usable Open Space (GUOS) is defined as land area and facilities specifically designated and developed for group recreational or social activities. Overtime, the requirement has been applied inconsistently, and it has been difficult for developers to comply with the requirements. The proposed amendments include changing the definition to be clearer to provide for more consistent interpretation and application of this standard and reducing the requirements to reflect multifamily development trends, smaller infill development sites, and current City goals and objectives.

Gross Site Area Per Dwelling Unit

City Code includes a requirement for Gross Site Area Per Dwelling Unit. The intent of the requirement is to regulate density. Maximum density requirements are also established in Section 11.03 Subd. 2 of City Code and in the Comprehensive Plan, making the Gross Site Area Per Dwelling Unit requirement redundant. Further, the maximum densities established in City Code and the Gross Site Area Per Dwelling Unit requirements are inconsistent with one another. The proposed amendment eliminates the Gross Site Area Per Dwelling Unit requirement

Parking

Staff has prepared an ordinance for the City Council to consider related to parking stall/aisle dimensions and multifamily parking requirements in Chapter 11. The intention of these changes is to reflect trends in development and scale parking more appropriately to sites to reduce large amounts of underutilized parking stalls and the number of Planned Unit Development wavier requests.

Background and Proposed Amendments

Group Usable Open Space

This requirement has been in place for multifamily projects since 1969. At that time, the City was largely undeveloped and did not provide the extensive amount of dedicated parks and trails that exist today. The lack of developed park space and development patterns were likely the reasons that GUOS was a priority. Overtime, the requirement has been applied inconsistently, and it has been difficult for

developers to comply with the requirements, leading to waiver requests. The requirement also does not acknowledge the extensive City's park and trail systems and how development amenities tend to supplement the City's park and trails systems, not stand in isolation.

Proposed Amendment

Staff is proposing the following amendments to the definition. Amending Section 11.02 Definitions

38. "~~Group~~ Usable Open Space" - Land area and facilities specifically designated and developed for ~~group~~outdoor and/or indoor active recreational ~~al or~~, passive recreation, social activities, and leisure use that are accessible to and intended to serve the residents and visitors of the residents of the project. Examples of usable open space include, but are not limited to, spaces such as, swimming pools, rooftop decks, seating areas, tot lots, sport courts, garden areas, outdoor cooking facilities, community rooms, fitness rooms, activity rooms, dining rooms and similar spaces as approved. Usable open space does not include balconies, decks, and patios; driveways; and parking areas designed for use by an individual dwelling unit.

Based on the proposed definition for usable open space, both indoor and outdoor spaces can qualify as usable open space. This is consistent with the usable open space approved with recent projects. The proposed definition provides more examples, and thereby more clarity, about the intent of the requirement and what does and does not meet the definition.

Staff is recommending an amendment to the GUOS requirements in Section 11.03 Subd. 2 B, Table 1 by reducing the current requirements of 1,000 square feet per unit in the RM-6.5 Zoning District and 600 square feet per unit in the RM-2.5 Zoning District to 150 square feet per unit in both multifamily districts.

Although the proposed GUOS requirement is lower than the average for the recent Eden Prairie projects and the minimum requirement from adjacent communities, the trend is allowing increased density on infill sites or sites with less land area, both of which leave less space to accommodate usable open space. While the amendment requires less usable open space per unit, Eden Prairie has an extensive park and open space system providing a variety of facilities. Eighty-two percent of the housing in Eden Prairie is within ½ miles of parkland. Access to parks and open space allows developments to provide quality amenities that supplement the City facilities.

Gross Site Area per Dwelling Unit

This requirement has been in City Code since 1969. However, applying the Gross Site Area per Dwelling Unit requirements to some recent multifamily projects has resulted in the need for waivers and prompted staff to question the intent and benefit of this requirement. As staff considered the use of this requirement, it became clear that this portion of City Code has been inconsistently applied, the requirement is redundant, most recent projects require a waiver and there are inconsistencies between requirements.

Proposed Amendment

Staff recommends removing the Gross Site Area per Dwelling Unit requirement in its entirety.

Parking

City Code currently does not provide different parking standards for different types of multifamily uses. This has prompted several waiver requests for multifamily and senior housing to scale parking more appropriately to resident needs. City staff reviewed the parking requirements in neighboring communities (Chanhassen, Edina, Bloomington, Burnsville, Richfield, Minnetonka, Plymouth, St. Louis Park, Woodbury, and Hopkins) and found most cities have separate parking requirements for senior housing units than general occupancy multifamily.

For illustrative purposes, the table below details the parking information for recently approved senior housing projects and includes the number of stalls that would be required if these developments were constructed under the proposed requirements.

STALL REQUIREMENTS	Applewood Point	Castle Ridge	Prairie Bluff Senior	Southview Senior
Parking Approved (PUD)	162	315	128	106
Current Code Requirement	200	554	276	234
<i>Proposed Code Amendment Conditions</i>				
Independent Living Requirements	100	148	50	75
0.5 Stalls/Unit for Guests	50	74	25	38
Nursing/Assisted Care Requirements	NA	32	22	11
Staff on Peak Shift	0	60	17	17
Total Parking Required	150	314	114	141

Proposed Amendment

The proposed ordinance language would amend the following parking requirements:

- Reduce the minimum stall width from 19 feet to 18 feet for 90 degree angled parking.
- Reduce the minimum aisle width from 25 feet to 24 feet for 90 degree angled parking.
- Reduce the number of stalls per dwelling unit from two (2) to one (1) for efficiency or studio units. Half of all spaces shall be enclosed, rounded up.
- Create separate parking requirements for senior living units from general multifamily parking requirements:
 - Independent or Active Senior Living: 1 stall/dwelling unit, plus 0.5/DU for guest parking. Half of all spaces shall be enclosed.
 - Nursing, Skilled Nursing, Memory Care, or Convalescent Living: 1 stall/4 beds, plus 1 stall for each employee on the largest shift. Half of all spaces shall be enclosed, rounded up.

Planning Commission Recommendation

The Planning Commission voted 6-0 to recommend approval of all proposed amendments to Chapter 11 at the May 10, 2021 meeting subject to the information in the staff reports dated May 10, 2021.

Attachments

1. Ordinance
2. Staff Reports dated 05/10/2021
3. Planning Commission Minutes from 5/10/2021

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

ORDINANCE NO. ____-2021

AN ORDINANCE OF THE CITY OF EDEN PRAIRIE, MINNESOTA AMENDING CITY CODE CHAPTER 11, SECTIONS 11.02 AND 11.03, RELATING TO GROUP USABLE OPEN SPACE, GROSS SITE AREA PER DWELLING UNIT, AND PARKING DIMENSIONS AND MULTIFAMILY PARKING REQUIREMENTS; 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. City Code Chapter 11, Section 11.02 is hereby amended by deleting the definition of “Group Usable Open Space” and adding the following new definition:

“Usable Open Space” - Land area and facilities specifically designated and developed for active or passive recreation, social activities, and leisure use that are accessible to and intended to serve the residents and visitors of the project. Examples of usable open space include, but are not limited to, spaces such as swimming pools, rooftop decks, seating areas, tot lots, sport courts, garden areas, outdoor cooking facilities, community rooms, fitness rooms, activity rooms, dining rooms, and similar spaces. Usable open space does not include balconies, decks, and patios; driveways; or parking areas designated for use by an individual dwelling unit.

Section 2. City Code Chapter 11, Section 11.03, Subdivision 2.B is amended by deleting Table 1 in its entirety and replacing it with Table 1 attached hereto as Exhibit A.

Section 3. City Code Chapter 11 Section 11.03, Subdivision 3.H, Item 3(d) (“Dimensions of parking spaces”) is hereby amended by deleting the table in its entirety and replacing it with the table attached hereto as Exhibit B.

Section 4. City Code Chapter 11 Section 11.03, Subdivision 3.H, Item 4 (“Parking Requirement/Use”) is hereby amended in the table by deleting the row designated as “c. RM-6.5 and RM-2.5” and replacing it with the following new rows:

c. RM-6.5 and RM-2.5	
Studio or Efficiency Units	1/D.U Half of all spaces must be enclosed (rounded up)
All Other Units	2/D.U Half of all spaces must be enclosed (rounded up)

Active or Independent Senior Living	1/D.U., plus 0.5 per unit for guest parking Half of all spaces must be enclosed (rounded up)
Nursing Homes, Assisted Living, Memory Care, or Convalescent Care	1/4 beds, plus 1 space for each employee on the largest shift Half of all spaces must be enclosed (rounded up)

Section 5. 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 6. 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 15th day of June, 2021, and finally read and adopted and ordered published at a regular meeting of the City Council of said City on the ____ day of _____, 2021.

Kathleen Porta, City Clerk

Ronald A. Case, Mayor

Published in the *Sun Sailor* on the ____ day of _____, 2021.

EXHIBIT A

Residential Districts	Minimum Zone Area (Acreage/ Sq. Ft.)	Minimum Lot Size	Minimum Lot Width- Depth		Minimum Lot Width at Right of Way Line	Minimum Yard- Setback				Usable Open Space Per Dwelling Unit Sq. Ft.	Max Floor Area Ratio (FAR)	Maximum Height of Main Structure (Ft.)
			Width Ft.	Depth Ft.		Front Ft.	One Side Ft.	Both Sides Ft.	Rear Ft.			
Rural	10 Acres	10 Acres	300	300	300	50	50	150	50	N/A	N/A	40
R1-44	44,000	44,000	100	150	100	30	15	30	30	Park Ded.	N/A	40
R1-22	22,000	22,000	90	125	90	30	15	30	25	Park Ded.	N/A	40
R1-13.5	13,500	13,500	85*	100	85	30	10	25	20	Park Ded.	N/A	40
R1-9.5	9,500	9,500	70*	100	70	30	5	15	20	Park Ded.	N/A	40
RM-6.5	13,000	3,000	24	100	24	30	10	20	20	Park Ded. Plus 150 Sq. Ft./Unit	N/A	40
RM-2.5	25,000	25,000	150	150	150	35	25	50	30	Park Ded. Plus 150 Sq. Ft./Unit	N/A	45

EXHIBIT B

Parking space and aisle width dimensions in relation to degree of parking angle					PARKING ANGLE =					
	0 Deg.	20 Deg.	30 Deg.	40 Deg.	45 Deg.	50 Deg.	60 Deg.	70 Deg.	80 Deg.	90 Deg.
Parking space width, perpendicular to angle	9'	9'	9'	9'	9'	9'	9'	9'	9'	9'
Parking space dimension perpendicular to aisle	9'	14'6"	16'10"	18'8"	19'5"	20'	20'8"	20'9"	20'2"	18'
Parking space dimension parallel to aisle	23'	24'8"	17'	13'2"	11'1"	9'10"	9'	9'	9'	9'
Aisle width	12'	11'	11'	12'	13'6"	16'	18'6"	19'6"	24'	24'

STAFF REPORT

TO: Planning Commission

FROM: Beth Novak-Krebs, Senior Planner

DATE: May 6, 2021

SUBJECT: Code Change – City Code Chapter 11, relating to Group Usable Open Space

BACKGROUND

In City Code, Group Usable Open Space (GUOS) is defined as land area and facilities specifically designated and developed for group recreational or social activities. This requirement has been in place for multifamily projects since 1969. At that time, the City was largely undeveloped and did not provide the extensive amount of dedicated parks and trails that exist today. The lack of developed park space and development patterns were likely the reasons that GUOS was a priority. Overtime the requirement has been applied inconsistently until recently.

From a practical standpoint, the City has been allowing indoor spaces such as community rooms, fitness centers, lounges etc. to count toward the requirement, as well as, outdoor areas and facilities.

ISSUES

The City has begun to experience an increase in the number of waivers requested to the GUOS requirement. With any provision in the City Code, an increase in the number of waiver requests suggests that the standard should be reevaluated to determine if the existing requirement is appropriate or if a revision is warranted. As staff examined the waiver requests and application of the requirement in previous projects, it became clear that:

1. This portion of the City Code has been interpreted and applied inconsistently.
2. Most recent projects require a waiver for GUOS because the project cannot comply with the requirements while providing the density required by the Comprehensive Plan.
3. Most of the more recent developments have been on infill sites with less land area to accommodate GUOS.
4. Multifamily development styles and layouts have changed over the decades potentially leading to this requirement being outdated.

OBJECTIVES

The proposed amendment has two objectives aimed at addressing the issues stated above. The primary objective is to improve the consistency and clarity of the definition. . In the past, the vagueness of the definition allowed for a wide ranging interpretation of what constituted GUOS. Amending the definition to be more specific will lead to a more consistent interpretation and application of this standard and provide improved communication to developers regarding what can be expected to meet the requirement. This allows developers to create plans meeting the expectation.

Staff Report – Group Usable Open Space Code Amendments
Page 2

The second objective is to amend the ordinance to reflect multifamily development trends, smaller infill development sites, and current City goals and objectives. This can be accomplished by continuing to require GUOS, but reducing the amount of GUOS required.

PROPOSED CODE CHANGES

Definition

Staff is proposing the following amendments to the definition. Amending Section 11.02 Definitions

38. “~~Group~~ Usable Open Space” - Land area and facilities specifically designated and developed for ~~group~~outdoor and/or indoor active recreational ~~or~~, passive recreation, social activities, and leisure use. The Usable Open Space shall be accessible to and intended to serve the residents and visitors of the residents of the project. These may include spaces such as, swimming pools, rooftop decks, seating areas, tot lots, sport courts, garden areas, outdoor cooking facilities, community rooms, fitness rooms, activity rooms, dining rooms and similar spaces as approved. These areas may not include balconies, decks, and patios; driveways; and parking areas designed for use by an individual dwelling unit.

Based on the proposed definition for usable open space, both indoor and outdoor spaces can qualify as usable open space. This is consistent with the usable open space approved with recent projects. The proposed definition provides more examples, and thereby more clarity about the intent of the requirement and what does and does not meet the definition.

Requirement

Eden Prairie’s current requirements for GUOS are 1,000 square feet per unit in the RM-6.5 Zoning District and 600 square feet per unit in the RM-2.5 Zoning District. In addressing the second objective, staff is proposing to reduce the per unit GUOS requirement. Prior to making a recommendation, staff reviewed the GUOS approved for seven multi-family projects approved in Eden Prairie and the requirements and experiences of several neighboring communities.

Staff reviewed the GUOS for all of the multi-family projects approved since 2014. (see Table A on following page). The GUOS approved for these projects ranges from 28 square feet per unit to 400 square feet per unit with an average of 210 square feet per unit. These projects were unable to comply with the current GUOS and all received a waiver.

Staff Report – Group Usable Open Space Code Amendments
Page 3

Table A

	Zoning	Number of Units	GUOS Required (Per Unit)	Total GUOS Required (SF)	Total GUOS Provided (SF)	GUOS Provided (Per Unit)
Southview	RM-2.5	116	600	69,600	14,954	129
Prairie Bluffs Senior Living	RM-2.5	138	600	82,800	28,875	209
Trail Point Ridge	RM-2.5	58	600	34,800	23,374	403
Applewood Point	RM-2.5	100	600	60,000	40,586	405
Sheldon Place	RM-6.5	10	1000	10,000	280	28
Castle Ridge	RM-2.5	274	600	164,400	47,402	173
Paravel	RM-2.5	245	600	147,000	32,830	134

As part of preparing the proposed ordinance amendment, staff conducted research on nine communities in the metro area. All of the communities have requirements for usable open space in multifamily or mixed use developments. For some communities the requirement is a percentage of the project area while the requirement for other communities is a certain square footage per unit similar to Eden Prairie. The numbers range from 5 to 15% of the project area or anywhere from 200 to 2,000 square feet per unit. Although the per unit requirements include a wide range of numbers, the majority of the requirements are at 300 and 400 square feet per unit. Several other communities shared that it has been challenging for developers to comply with their Usable Open Space standards. As a result these communities are reevaluating their standards and will likely be proposing to reduce the requirement.

Staff is recommending a reduction in the GUOS requirement in both multifamily zoning districts to 150 square feet per unit. At 150 square feet per unit, only 3 out of 7 of the previously approved projects would have required a waiver. When analyzing those 3 projects, specific site conditions may have supported the waiver request under the proposed reduction (ie: being part of a larger project area that included other usable open space, property configuration or topographic conditions).

Although the recommended requirement is lower than the average for the Eden Prairie projects and the minimum requirement from adjacent communities, the trend is allowing increased density on infill sites or sites with less land area leaving less space to accommodate usable open space. While the amendment requires less usable open space per unit, Eden Prairie has an extensive park and open space system providing a variety of facilities. Eighty-two percent of the housing in Eden Prairie is within ½ miles of parkland. Access to parks and open space allows the development to provide quality amenities that supplement the City facilities. The recommended change involves amending Section 11.03 Subd. 2 B, Table 1. (See Table B on following page)

Table B

(Section 11.03 Subd. 2 B, Table 1)

Residential Districts	Minimum Zone Area (Acreage/ Sq. Ft.)	Minimum Lot Size	Minimum Lot Width- Depth		Minimum Lot Width at Right of Way Line	Minimum Yard- Setback				Gross Site Area Per Dwelling Unit Sq. Ft. Or Acres	Group Usable Open Space Per Dwelling Unit Sq. Ft.	Max Floor Area Ratio (FAR)	Maximum Height of Main Structure (Ft.)
			Width Ft.	Depth Ft.		Front Ft.	One Side Ft.	Both Sides Ft.	Rear Ft.				
Rural	10 Acres	10 Acres	300	300	300	50	50	150	50	10 Acres	N/A	N/A	40
R1-44	44,000	44,000	100	150	100	30	15	30	30	44,000	Park Ded.	N/A	40
R1-22	22,000	22,000	90	125	90	30	15	30	25	22,000	Park Ded.	N/A	40
R1-13.5	13,500	13,500	85*	100	85	30	10	25	20	13,500	Park Ded.	N/A	40
R1-9.5	9,500	9,500	70*	100	70	30	(See Subd. 2 Item 8)	(See Subd. 2 Item 8)	20	9,500	Park Ded.	N/A	40
RM-6.5	13,000	3,000	24	100	24	30	10	20	20	6,500	Park Ded. Plus 4000 150 Sq. Ft./Unit	N/A	40
RM-2.5	25,000	25,000	150	150	150	35	25	50	30	2,500	Park Ded. Plus 600 150 Sq. Ft./Unit	N/A	45

STAFF RECOMMENDATION

Staff recommends approval of the amendments to Chapter 11, Section 11.02 Definitions and Section 11.03 Subd. 2 B., Table 1 as represented in the May 6, 2021 staff report and the draft code language.

STAFF REPORT

TO: Planning Commission

FROM: Beth Novak-Krebs, Senior Planner

DATE: May 6, 2021

SUBJECT: Code Change – City Code Chapter 11, relating to Gross Site Area Per Dwelling Unit

BACKGROUND

City Code includes a requirement for Gross Site Area Per Dwelling Unit. The intent of the requirement is to regulate density. This requirement has been in City Code since 1969. Maximum density requirements are also established in Section 11.03 Subd. 2 of City Code and in the Comprehensive Plan.

ISSUES

Applying the requirements to some recent multi-family projects has resulted in the need for waivers and prompted staff to question the intent and benefit of this requirement. As staff considered the use of this requirement, it became clear that:

1. This portion of the City Code has not been consistently applied.
2. The requirement is redundant since maximum density is already established in the Comprehensive Plan and in City Code Section 11.03 Subd. 2.
3. When applying the gross site area per dwelling unit requirements on recent projects, most of the projects required a waiver.
4. The maximum densities established in City Code Section 11.03 Subd. 2 and the gross site area per dwelling unit requirements are inconsistent with one another.

OBJECTIVES

The primary objective of the amendment is to reduce inconsistencies between requirements and eliminate redundant requirements. This can be accomplished by deleting the Gross Site Area Per Dwelling Unit requirement. Since density is regulated in City Code Section 11.03 Subd.2 and in the Comprehensive Plan, the application of the Gross Site Area Per Dwelling Unit requirement does not provide any benefit.

PROPOSED CODE CHANGE

The recommended change involves amending Section 11.03 Subd. 2 B, Table 1 by deleting the Gross Site Area Per Dwelling Unit column in its entirety (See Table on following page).

Section 11.03 Subd. 2 B Table 1

Residential Districts	Minimum Zone Area (Acreage/ Sq. Ft.)	Minimum Lot Size	Minimum Lot Width- Depth		Minimum Lot Width at Right of Way Line	Minimum Yard- Setback				Gross Site Area Per Dwelling Unit Sq. Ft. Or Acres	Group Usable Open Space Per Dwelling Unit Sq. Ft.	Max Floor Area Ratio (FAR)	Maximum Height of Main Structure (Ft.)
			Width Ft.	Depth Ft.		Front Ft.	One Side Ft.	Both Sides Ft.	Rear Ft.				
Rural	10 Acres	10 Acres	300	300	300	50	50	150	50	10 Acres	N/A	N/A	40
R1-44	44,000	44,000	100	150	100	30	15	30	30	44,000	Park Ded.	N/A	40
R1-22	22,000	22,000	90	125	90	30	15	30	25	22,000	Park Ded.	N/A	40
R1-13.5	13,500	13,500	85*	100	85	30	10	25	20	13,500	Park Ded.	N/A	40
R1-9.5	9,500	9,500	70*	100	70	30	(See Subd. 2 Item 8)	(See Subd. 2 Item 8)	20	9,500	Park Ded.	N/A	40
RM-6.5	13,000	3,000	24	100	24	30	10	20	20	6,500	Park Ded. Plus 1000Sq. Ft./Unit	N/A	40
RM-2.5	25,000	25,000	150	150	150	35	25	50	30	2,500	Park Ded. Plus 600Sq. Ft./Unit	N/A	45

STAFF RECOMMENDATION

Staff recommends approval of the amendments to Chapter 11, Section 11.03 Subd. 2 B., Table 1 as represented in the May 6, 2021 staff report and the draft code language.

STAFF REPORT

TO: Planning Commission
FROM: Sarah Strain, Planner I
DATE: May 10, 2021
SUBJECT: Code Amendment – Dimensional and Multifamily Parking Requirements

BACKGROUND

Staff is recommending amendments to City Code Chapter 11 to address parking requirements for stall and drive aisle dimensions and multifamily housing based on the types of dwelling units. The intention of these changes is to reflect trends in development and scale parking more appropriately to sites to reduce large amounts of underutilized parking stalls and the number of Planned Unit Development waiver requests.

DISCUSSION

Parking Dimensions

City staff is recommending the following amendment to the parking basic requirements table:

Parking space and aisle width dimensions in relation to degree of parking angle	PARKING ANGLE =									
	0 Deg.	20 Deg.	30 Deg.	40 Deg.	45 Deg.	50 Deg.	60 Deg.	70 Deg.	80 Deg.	90 Deg.
Parking space width, perpendicular to angle	9'	9'	9'	9'	9'	9'	9'	9'	9'	9'
Parking space dimension perpendicular to aisle	9'	14'6"	16'10"	18'8"	19'5"	20'	20'8"	20'9"	20'2"	18'9"
Parking space dimension parallel to aisle	23'	24'8"	17'	13'2"	11'1"	9'10"	9'	9'	9'	9'
Aisle width	12'	11'	11'	12'	13'6"	16'	18'6"	19'6"	24'	24'5"

The City has granted several PUD waiver and variance requests for the above noted drive aisle and stall length dimensions in recent years, including Prairie Village Apartments (stall dimension), Southview of Eden Prairie/Eden Prairie Senior Living (both stall and aisle dimensions), and Elevate (both stall and aisle dimensions). Amending the requirements to reduce both stall length and drive aisle width by one (1) foot reflects market trends, mirrors the standards of neighboring communities,

Staff Report – Code Amendment – Dimensional and Multifamily Parking Requirements

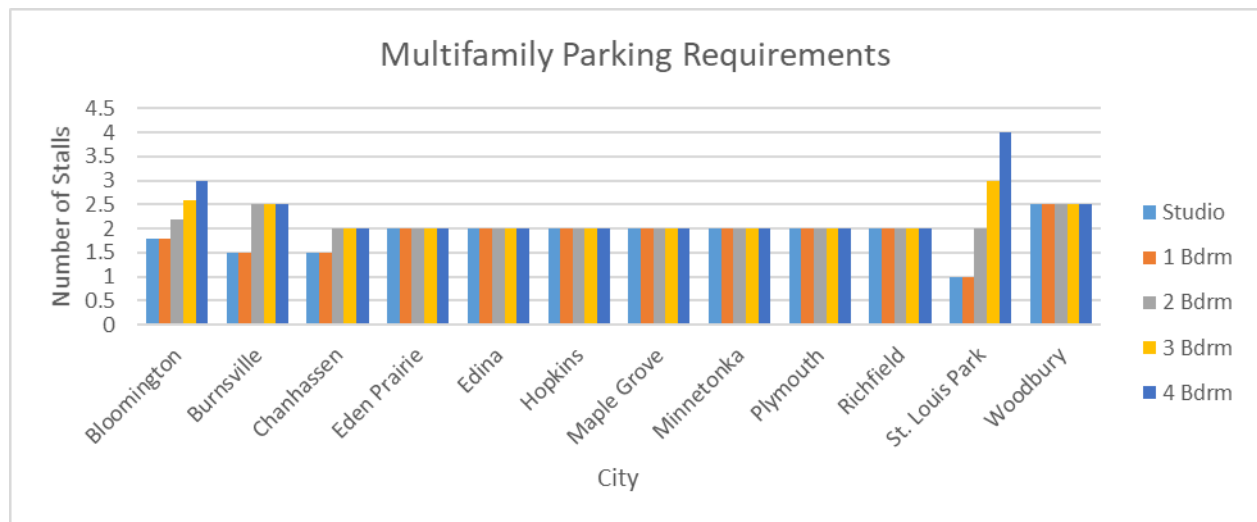
May 10, 2021

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and follows the recommendations of the Urban Land Institute (ULI) and the National Parking Association (NPA).

Multifamily Housing

Recent and multiple waiver requests for recent multifamily housing projects prompted City staff to review multifamily parking requirements. Staff reviewed parking standards in neighboring cities and found the overwhelming majority of cities reviewed use the same two (2) stalls per dwelling unit requirement Eden Prairie uses, shown in the graph below.



Staff believes the two (2) stalls per dwelling unit requirement balances the desire to reduce excess paved parking area while ensuring sites are adequately parked for tenant and guest needs. It also works to ensure multiple bedroom units are not de-incentivized through additional parking requirements. This policy also acknowledges that multiple bedroom units may be occupied by families with either children or older adults not owning or driving cars.

The current parking requirement in City Code also accounts for guest parking. Staff feels this is appropriate, as some units will not have a need for both stalls required by City Code, and both guests and residents come and go throughout the day to allow for turn-over. In previous review of City parking standards, roughly eight (8) years ago, there has been enough parking on multifamily sites to accommodate both tenant and guest needs.

While staff recommends leaving the parking standard at two (2) stalls per dwelling unit for most multifamily housing, staff proposes reducing the requirement for efficiency or studio units to one (1) stall per unit with half of all required stalls being enclosed. Typically, studio units are occupied by a

Staff Report – Code Amendment – Dimensional and Multifamily Parking Requirements

May 10, 2021

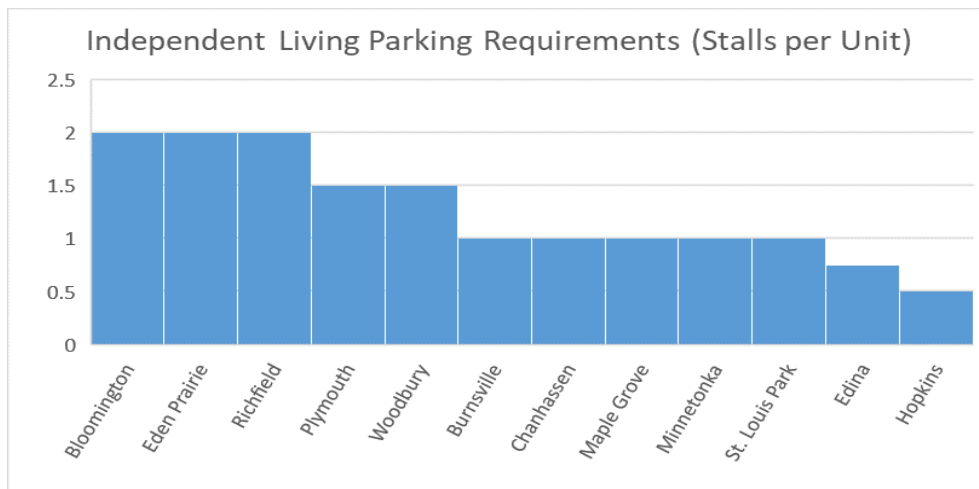
Page 3

single person, and there is not a consistent need for more than one (1) stall. The Martin Blu/Mitchell Crossing project received a waiver request for 1.06 stalls/unit for efficiency or studio units. The proposed code amendment would be consistent with this waiver and would read as follows:

Studio or Efficiency units – 1/D.U. Half of all spaces enclosed, rounded up.

Senior Housing

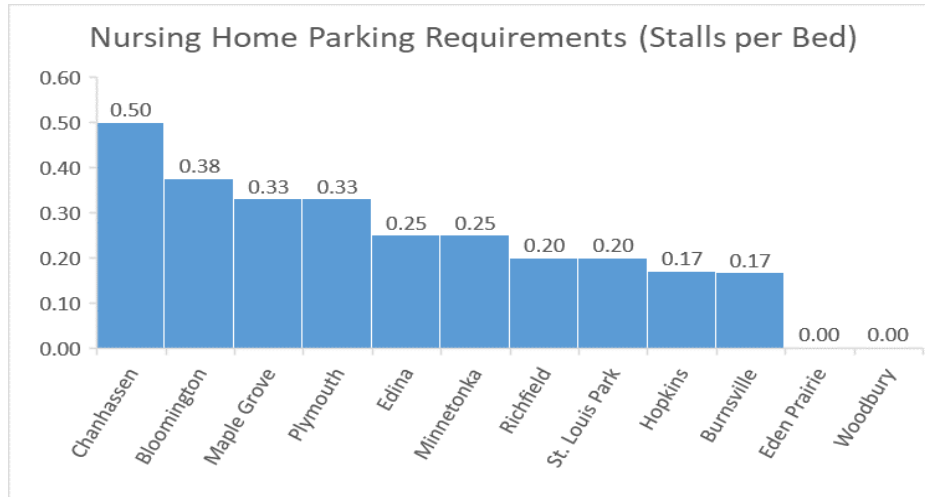
Currently, City Code does not differentiate between different types of multifamily housing. This holds all types of senior housing units to the same parking standards as apartment or townhome multifamily units. There is a spectrum of senior housing options and needs, and not all types require the same parking needs. Among neighboring communities surveyed, most cities had separate parking requirements for senior housing units to reflect the different demand. These requirements are detailed in the charts below. For the cities that do not specify standards for senior housing (Eden Prairie and Woodbury), the general multifamily ratio was used for comparison purposes.



Staff Report – Code Amendment – Dimensional and Multifamily Parking Requirements

May 10, 2021

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The proposed code amendment includes two (2) different standards for senior housing, one (1) for active or independent living and one (1) for assisted living, nursing homes, or memory care units, which have minimal parking needs. These changes are similar to the existing requirements in neighboring cities. Staff proposes amending the parking requirements as follows:

Independent or Active Senior Living: 1 stall/dwelling unit, plus 0.5/DU for guest and general parking. Half of all spaces shall be enclosed.

Nursing, Skilled Nursing, Memory Care, or Convalescent Living: 1 stall/4 Beds, plus 1 space/employee on largest shift. Half of all spaces shall be enclosed, rounded up.

For illustrative purposes, the table below details the parking information for recently approved senior housing projects and includes the number of stalls that would be required if these developments were constructed under the proposed requirements.

STALL REQUIREMENTS	Applewood Point	Castle Ridge	Prairie Bluff Senior	Southview Senior
Parking Approved (PUD)	162	315	128	106
Current Code Requirement	200	554	276	234
<i>Proposed Code Amendment Conditions</i>				
Independent Living Requirements	100	148	50	75
Nursing/Assisted Care Requirements	NA	32	22	11
Staff on Peak Shift	0	60	17	17
Total Parking Required	150	282	114	66

Staff Report – Code Amendment – Dimensional and Multifamily Parking Requirements

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The proposed multifamily and senior housing parking requirements are not intended to address parking requirements for properties zoned and guided Town Center or Transit Oriented Development, as both of these districts have separate, specified parking requirements. The stall and aisle dimension amendments will apply to all zoning districts.

STAFF RECOMMENDATION

Staff recommends approval of the code amendment to parking dimension and multifamily housing parking requirements as represented in the May 10, 2021 staff report.

APPROVED MINUTES

EDEN PRAIRIE PLANNING COMMISSION

MONDAY, MAY 10, 2021

**7:00 PM—CITY CENTER
Council Chambers
8080 Mitchell Road**

COMMISSION MEMBERS:

John Kirk, Ann Higgins, Andrew Pieper, Ed Farr,
Michael DeSanctis, Rachel Markos, Carole Mette,
William Gooding, Robert Taylor

CITY STAFF:

Julie Klima, City Planner; Matt Bourne, Manager of
Parks and Natural Resources; Rod Rue, City Engineer

I. CALL THE MEETING TO ORDER

Chair Pieper called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE – ROLL CALL

Absent were commission members Mette, Kirk and Gooding.

III. APPROVAL OF AGENDA

MOTION: Higgins moved, seconded by DeSanctis to approve the agenda. **MOTION CARRIED 6-0.**

IV. MINUTES

MOTION: Taylor moved, seconded by Farr to approve the minutes of April 12, 2021. **MOTION CARRIED 6-0.**

V. PUBLIC HEARINGS

CODE AMENDMENT FOR PARKING

Request for:

- **Amend City Code Chapter 11 relating to parking stall and aisle size**
- **Amend City Code Chapter 11 relating to multifamily parking requirements**

Klima displayed a PowerPoint and presented the staff report. This was a two-fold request: parking stall and aisle size, and specific parking requirements for multi-family housing. The 90-degree parking stalls would decrease from 19 feet in depth to 18 feet. The drive aisles would decrease from 25 feet in width to 24 feet.

PLANNING COMMISSION MINUTES

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All other size and dimension requirements would remain the same. This had been a routine request of developments.

Multi-family parking requirements would change from two parking stalls for every unit, with one enclosed, to providing an exception to allow for one stall per efficiency/studio unit. Senior housing parking requirements would also change to one stall per unit for independent/active senior living, plus one-half stall, and one stall per four beds plus one space for employee for skilled nursing housing. Half of all stalls would continue to be enclosed. Klima displayed the differences in the number of stalls required under the current and the proposed codes. Staff recommended approval.

Farr asked how adaptive reuse of senior living facilities could affect these parking changes. In the future, he added, the use of single-occupant vehicles might not dominate our culture. Higgins replied it was difficult to project future changes but agreed the nature of transportation could fundamentally change. DeSanctis stated in the short run, larger vehicles such as Metro Mobility shuttles, et cetera, might not be as well accommodated by these changes, but he too agreed there might be a decreased need for vehicles while a need for multi-family units would increase. He added how this would impact scooters and bicycles was unknown. Klima replied bicycles and scooters might be accommodated, as the City was working to encourage those. Farr noted designated parking spaces for bicycles and scooters was a very popular accommodation in southern states which did not have as much snow and cold as the northern states. Pieper noted this change was in line with previously approved waivers. Markos added the reduction of pavement was a sustainable concept for the future.

MOTION: Higgins moved, seconded by Markos to close the public hearing.
MOTION CARRIED 6-0.

MOTION: Farr moved, seconded by Higgins to recommend approval of the Code Amendment for Parking based on information in the staff report dated May 10, 2021. **MOTION CARRIED 6-0.**

CODE AMENDMENT FOR GROUP USABLE OPEN SPACE

Request for:

- **Amend City Code Chapter 11 relating to group usable open space**

Klima presented the staff report. This would bring the Code into alignment with development trends and patterns in Eden Prairie, and apply it consistently. Currently an average 210 square feet per unit has been provided in recent developments, both indoor and outdoor. Staff looked at neighboring communities to get an average percentage of area set aside for this use. This would be changed to 150 square feet of group usable open space per unit, a little bit below the average of neighboring communities, who were facing a similar struggle to meet

PLANNING COMMISSION MINUTES

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usable open space requirements. Also, the definition of “usable open space” would be revised to be clearer and more consistent. Staff recommended approval.

MOTION: Farr moved, seconded by DeSanctis to close the public hearing.

MOTION CARRIED 6-0.

Farr suggesting for the City to find some ways to incentivize rooftop open space in new developments. He also suggested 250 square feet as a base, with this dropped to 150 square feet if a rooftop open space was designed. Higgins concurred but said she could not envision how this would be implemented. Markos echoed Farr’s idea and asked if other communities provided rooftop amenities. Klima replied Bloomington required 300 square feet of usable open space per unit, but a 400-square foot universally accessible rooftop space could count for up to 50 percent of the required open space. Staff could go back and take a look at how this would have impacted past projects, and/or commission members could add this to its recommendation to the City Council. Such a requirement could also be communicated through the PUD process, but Klima understood Farr’s suggestion to intend this requirement to be discussed earlier in the development process.

Taylor commended Farr’s suggestion, and asked what incentives would look like. Farr replied it would be a reduction in ground-level open space to 150 per unit with bonus points for developers who went “above and beyond.” It could also take other forms, such as the City’s requirements on low-environmental-impact building materials. His suggestions were merely the “germ of an idea” to minimize the City’s carbon footprint. Klima reiterated this applied to multi-family zoned districts, and other zoned areas had their own requirements. Farr added most developers might not spend the extra dollars to create a roof to accommodate a rooftop usable space, but he could not know that. Amenities such as open space were in high demand, and they might be more amenable on buildings taller than three stories. He was trying to be proactive but would not make it a condition of approval. He thanked the commission members for considering his ideas. Pieper asked if garden areas would be included. Farr stated his idea was to allow the developers to use as much of the land as needed for parking and the building footprint. An open space requirement on grade might take away from that, and from water management, et cetera, whereas most developers might not consider the rooftop as an asset. The incentive was to construct an amenity on the rooftop rather than on grade level. Higgins noted an example of a dense development in Denver, Colorado that provided a private staircase up to the rooftop garden from each unit, as elevated plant containers along the units in a creative community experience.

Farr commended staff’s itemizing of both exterior and interior amenities and urged there to be a blend that worked with Minnesota’s weather changes. Klima stated staff worked with developers on an individual level to achieve that blend,

PLANNING COMMISSION MINUTES

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and this conversation about Farr's concept of utilizing the rooftop was helpful to staff. Farr gave the example of a dedicated trail for a development that circled a parking lot and asked if a trail would count as usable open space. Klima replied this would meet the definition of usable open space and would help the developer calculate square footage to meet the new Code requirement. Pedestrian facilities had counted toward usable open space in the past.

MOTION: Farr moved, seconded by DeSanctis to recommend approval of the Code Amendment for Group Usable Open Space based on information outlined in the staff report dated May 6, 2021. **MOTION CARRIED 6-0.**

CODE AMENDMENT FOR GROSS AREA SITE PER DWELLING UNIT Request for:

- **Amend City Code Chapter 11 relating to gross area site per dwelling unit**

Klima presented the staff report. This amendment would be struck from the Code as redundant and inconsistent.

MOTION: Higgins moved, seconded by Taylor to close the public hearing.
MOTION CARRIED 6-0.

MOTION: Higgins moved, seconded by Taylor to recommend approval of the Code Amendment for Gross Area Site Per Dwelling Unit based on information outlined in the staff report dated May 6, 2021. **MOTION CARRIED 6-0.**

PLANNERS' REPORT

MEMBERS' REPORTS

VI. ADJOURNMENT

MOTION: Farr moved, seconded by Higgins to adjourn. **MOTION CARRIED 6-0.**
The meeting was adjourned at 7:51 p.m.

CITY COUNCIL AGENDA		DATE: June 15, 2021
SECTION: Payment of Claims		
DEPARTMENT/DIVISION: Sue Kotchevar, Office of the City Manager/Finance	ITEM DESCRIPTION: Payment of Claims	ITEM NO.: X.

Requested Action

Move to: Approve the Payment of Claims as submitted (roll call vote)

Synopsis

Checks	282388 - 283111
Wire Transfers	1027888 - 1028147
Wire Transfers	8221 - 8284
Purchasing card	8256

City of Eden Prairie
Council Check Summary
6/15/2021

Division	Amount		
000 General	35,167	308 E-911	344
100 City Manager	27,586	309 DWI Forfeiture	21
101 Legislative	38,546	315 Economic Development	66,018
102 Legal Counsel	49,786	316 WAFTA	429
110 City Clerk	609	317 Eden Prairie Players	75
111 Customer Service	11,344	445 Cable PEG	16,743
113 Communications	16,492	509 CIP Fund	26,917
114 Benefits & Training	14,885	512 CIP Trails	12,621
130 Assessing	105	513 CIP Pavement Management	3,358
131 Finance	33,271	522 Improvement Projects 2006	1,169
132 Housing and Community Services	8,366	532 EP Road Connect Flying Cloud	231
133 Planning	315	536 General LRT	44,398
136 Public Safety Communications	10,561	539 2020 Improvement Projects	26,902
137 Economic Development	572	540 Duck Lake Rd. Reconstruction	41,944
150 Park Administration	375	804 100 Year History	182
151 Park Maintenance	59,476	Total Capital Projects Fund	241,351
153 Organized Athletics	282		
154 Community Center	12,733	601 Prairie Village Liquor	228,547
156 Youth Programs	7,102	602 Den Road Liquor	414,353
157 Special Events	438	603 Prairie View Liquor	283,799
158 Senior Center	445	605 Den Road Building	2,842
159 Recreation Administration	44	701 Water Enterprise Fund	649,541
160 Therapeutic Recreation	692	702 Wastewater Enterprise Fund	76,325
162 Arts	1,652	703 Stormwater Enterprise Fund	378,557
163 Outdoor Center	571	Total Enterprise Fund	2,033,964
168 Arts Center	1,311		
180 Police Sworn	50,264	802 494 Commuter Services	52,794
184 Fire	47,607	806 SAC Agency Fund	69,580
186 Inspections	16,416	807 Benefits Fund	1,738,095
200 Engineering	1,045	809 Investment Fund	9,174
201 Street Maintenance	128,306	810 Workers Comp Insurance	193,687
202 Street Lighting	131,864	812 Fleet Internal Service	699,653
Total General Fund	708,227	813 IT Internal Service	250,614
		814 Facilities Capital ISF	196,135
301 CDBG	164,889	815 Facilites Operating ISF	34,461
303 Cemetary Operation	927	816 Facilites City Center ISF	254,600
312 Recycle Rebate	1,058	817 Facilites Comm. Center ISF	154,267
Total Special Revenue	166,874	Total Internal Svc/Agency Fund	3,653,059
437 G.O. Perm. Improv. 2010A	2,308	Report Total	6,840,777
440 GO Perm Impr Ref Bonds 2011D	4,411		
441 2012A G.O. Refunding Bonds	22,169		
442 2012B G.O. Refund Capital Imp	8,414		
Total Debt Service Fund	37,301		

City of Eden Prairie
Council Check Register by GL
6/15/2021

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282636	406,512	METROPOLITAN COUNCIL	Other Revenue	Stormwater Collection	Wastewater Fee June21/SAC charges Apr21
8270	314,297	HEALTHPARTNERS	Medical/Dental Premiums	Health and Benefits	June 2021 Premiums
8226	306,762	HEALTHPARTNERS	Medical/Dental Premiums	Health and Benefits	May 2021 Premiums
282775	303,107	LENCO ARMORED VEHICLES	Autos	Fleet - Police	Police Armored vehicle #210 purchase
8259	276,653	ULTIMATE SOFTWARE GROUP, THE	Federal Taxes Withheld	Health and Benefits	Payroll taxes PR Ending 05.21.21
8241	257,705	ULTIMATE SOFTWARE GROUP, THE	Federal Taxes Withheld	Health and Benefits	Payroll taxes Pr Ending 05.07.21
1028036	248,249	TOWMASTER INC	Autos	Fleet Capital	New body and plow equipment #163/#175
282631	193,687	LEAGUE MN CITIES INS TRUST	Workers Comp Insurance	Workers Comp Insurance	Workers comp premiums
8239	193,188	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	PERA	Health and Benefits	PERA PR ending 04.23.21
8257	189,554	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	PERA	Health and Benefits	PERA PR ending 05.07.21
282780	179,359	METERING & TECHNOLOGY SOLUTIONS	Capital Under \$25,000	Water Capital	Pilot project /meter replacements
282907	179,235	GARLAND DBS INC	Other Contracted Services	Facilities Capital	Fire Station 1 project
1028086	138,125	SHI CORP	Software Maintenance	IT Operating	Software maint/enterprise renewal 2021
8254	103,668	MINNESOTA DEPT OF REVENUE	Sales Tax Payable	Historical Culture	Sales Tax April 2021
282492	102,027	HENNEPIN COUNTY TREASURER	Licenses, Taxes, Fees	Capital Impr. / Maint. Fund	Property tax pymts 1st half
283109	80,000	WEST HENNEPIN AFFORDABLE HOUSING LAND TR	Other Contracted Services	CDBG - Public Service	
1028038	69,735	XCEL ENERGY	Electric	Facilities Operating ISF	
1028094	68,360	XCEL ENERGY	Electric	Forest Hills Park	
282608	68,034	COMPASS MINERALS AMERICA, INC	Salt	Snow & Ice Control	
1028146	63,040	XCEL ENERGY	Electric	Street Lighting	
1027938	62,969	XCEL ENERGY	Electric	Street Lighting	
283078	62,035	LAKETOWN ELECTRIC CORPORATION	Design & Engineering	Economic Development Fund	
8284	61,465	U S BANK	Interest	Water Capital	
1028079	54,851	LOGIS	Software Maintenance	IT Operating	
1028077	52,634	GREGERSON ROSOW JOHNSON & NILAN LTD	Legal	EP Rd Connect to Flying Cloud	
282928	47,227	MINNESOTA DEPT OF HEALTH	Licenses, Taxes, Fees	Utility Operations - General	
282885	44,750	BERGERSON-CASWELL INC	Equipment Repair & Maint	Water Capital	
282781	44,398	METRO TRANSIT	Other Contracted Services	General LRT	
8256	42,795	USB-PURCHASING CARD	Autos	Arts Center	
8283	37,301	U S BANK	Interest	2012B GO Refund Capital Improv	
282601	36,648	BOLTON & MENK INC	Design & Engineering	Duck Lake Rd. Reconstruction	
282512	36,145	TENVOORDE FORD, INC.	Autos	Fleet - Police	
282664	34,425	VERTEX UNMANNED SOLUTIONS	Other Assets	General Fixed Asset Account Gr	
282486	32,754	DODGE OF BURNSVILLE	Autos	Fleet - Fire	
282475	32,000	BERGANKDV LTD	Audit & Financial	Finance	
8243	28,358	EMPOWER	Deferred Compensation	Health and Benefits	
8261	28,312	EMPOWER	Deferred Compensation	Health and Benefits	
282462	27,266	ABM ONSITE SERVICES-MIDWEST	Janitor Service	City Center - Tenant Cost	
283041	26,882	ABM ONSITE SERVICES-MIDWEST	Janitor Service	City Hall (City Cost)	
282666	26,439	WHITewater CDJR OF ST CHARLES INC	Autos	Utility Operations - General	
1027926	25,797	HANSEN THORP PELLINEN OLSON	Equipment Repair & Maint	Water Capital	
282649	25,200	ONEILL ELECTRIC	Improvement Contracts	Wastewater Capital	
8260	22,144	ICMA RETIREMENT TRUST-457	Deferred Compensation	Health and Benefits	
1027915	22,058	ADVANCED ENGINEERING & ENVIRONMENTAL SE	Equipment Repair & Maint	Wastewater Capital	
8276	21,923	NCR PAYMENT SOLUTIONS,PA, LLC	Bank and Service Charges	Liquor Store Delivery	
8242	21,766	ICMA RETIREMENT TRUST-457	Deferred Compensation	Health and Benefits	
283071	20,697	HARTHAUS HOMES LLC	Other Contracted Services	Rehab	
1028071	20,254	DIVERSE BUILDING MAINTENANCE	Janitor Service	Den Bldg. - CAM	
1027967	19,522	DIVERSE BUILDING MAINTENANCE	Janitor Service	Prairie View Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282925	19,332	METERING & TECHNOLOGY SOLUTIONS	Capital Under \$25,000	Water Metering	
282809	19,107	YMCA OF THE NORTH	Other Contracted Services	City Council	
1027977	18,620	ODESA II LLC	Other Contracted Services	Street Maintenance	
282777	18,050	MANSFIELD OIL COMPANY	Motor Fuels	Fleet Operating	
8266	18,046	NCR PAYMENT SOLUTIONS,PA, LLC	Bank and Service Charges	Liquor Store Delivery	
282418	17,544	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Den Road Liquor Store	
282943	17,273	REHBEIN'S AGRICULTURAL SERVICES	Lime Residual Removal	Water Treatment	
1028082	16,900	NORTHWEST ASPHALT	Other Contracted Services	Facilities Capital	
1028088	16,338	SRF CONSULTING GROUP INC	Design & Engineering	Improvement Projects 2006	
283004	16,254	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Den Road Liquor Store	
282743	15,959	COMPASS MINERALS AMERICA, INC	Salt	Snow & Ice Control	
282792	15,956	PRAIRIEVIEW RETAIL LLC	Other Contracted Services	Prairie View Liquor Store	
282427	15,839	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Den Road Liquor Store	
8224	15,764	LIFE INSURANCE COMPANY OF NORTH AMERICA	Life Insurance EE/ER	Health and Benefits	
1028126	15,603	GRANICUS INC	Other Contracted Services	Cable PEG	
8252	15,353	FURTHER - AKA SELECT	HSA - Employer	Health and Benefits	
282502	15,088	NAC	Contract Svcs - HVAC	Capital Maint. & Reinvestment	
1027978	15,030	PEARSON BROTHERS INC	Sweeping	Stormwater Non-Capital	
283096	15,000	PELLA NORTHLAND	Other Contracted Services	Rehab	
282635	14,763	METERING & TECHNOLOGY SOLUTIONS	Capital Under \$25,000	Water Metering	
282758	14,676	GRI EDEN PRAIRIE, LLC	Waste Disposal	Prairie Village Liquor Store	
1028028	14,644	GRANICUS INC	Software Maintenance	IT Operating	
8274	14,373	FURTHER - AKA SELECT	HSA - Employer	Health and Benefits	
283087	14,352	METERING & TECHNOLOGY SOLUTIONS	Capital Under \$25,000	Water Metering	
282698	14,184	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Den Road Liquor Store	
1027912	14,082	SITEONE LANDSCAPE SUPPLY, LLC	Landscape Materials/Supp	Tree Disease	
282938	14,050	PLOOF JERRAD	Right of Way & Easement	Duck Lake Rd. Reconstruction	
1028020	14,046	CENTERPOINT ENERGY	Gas	General Community Center	
8227	14,042	FURTHER - AKA SELECT	HSA - Employee	Health and Benefits	
282754	13,678	FEHN LUANN	Other Contracted Services	Rehab	
282655	13,117	SSI KEF SLB LLC	Electric	Maintenance Facility	
1027982	13,099	STREICHERS	Protective Clothing	Police Sworn	
282848	12,781	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Den Road Liquor Store	
282839	12,701	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Den Road Liquor Store	
282449	12,651	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie View Liquor Store	
282651	11,903	PROP	Other Contracted Services	CDBG - Public Service	
1027922	11,846	GARTNER REFRIGERATION & MFG INC	Contract Svcs - Ice Rink	Ice Arena Maintenance	
1028119	11,763	ADVANCED ENGINEERING & ENVIRONMENTAL SE	Equipment Repair & Maint	Wastewater Lift Station	
282692	11,548	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Den Road Liquor Store	
1028140	11,491	STREICHERS	Clothing & Uniforms	Public Safety Communications	
283014	11,202	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Den Road Liquor Store	
282612	10,950	DEYOUNG CONSULTING SERVICES	Other Contracted Services	City Council	
282558	10,781	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Den Road Liquor Store	
282791	10,709	PHOTOSHELTER INC	Software Maintenance	IT Operating	
8238	10,668	I-494 CORRIDOR COMMISSION	Wages and Benefits	494 Corridor Commission	
8264	10,663	I-494 CORRIDOR COMMISSION	Wages and Benefits	494 Corridor Commission	
282721	10,286	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie View Liquor Store	
1028069	10,270	DAIKIN APPLIED	Contract Svcs - HVAC	City Center - CAM	
282507	10,245	SCHICHEL'S NURSERY INC	Landscape Materials/Supp	Reforestation	
282570	10,225	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Den Road Liquor Store	
282679	10,004	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie Village Liquor Store	
1027984	9,942	XCEL ENERGY	Electric	City Center - CAM	
1028068	9,885	CENTERPOINT ENERGY	Gas	Edenvale Park	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282909	9,883	GRAYMONT	Treatment Chemicals	Water Treatment	
282757	9,757	GRAYMONT	Treatment Chemicals	Water Treatment	
282490	9,598	GRAYMONT	Treatment Chemicals	Water Treatment	
283070	9,592	GRAYMONT	Treatment Chemicals	Water Treatment	
1028078	9,306	HAWKINS INC	Treatment Chemicals	Water Treatment	
282706	9,128	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Den Road Liquor Store	
282854	9,103	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Den Road Liquor Store	
282436	9,091	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Den Road Liquor Store	
8229	9,027	US BANK - CREDIT CARD MERCHANT ONLY	Bank and Service Charges	Finance	
282915	9,000	IRON MALTESE ATHLETICS	Health & Fitness	Fire	
282868	8,809	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie View Liquor Store	
282861	8,758	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie View Liquor Store	
282444	8,640	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie View Liquor Store	
282995	8,583	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Den Road Liquor Store	
282874	8,496	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie View Liquor Store	
282736	8,450	CENTURY COLLEGE	Training	Fire	
282977	8,444	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie Village Liquor Store	
282693	8,011	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Den Road Liquor Store	
282654	8,000	RIGHTLINE DESIGN LLC	Other Contracted Services	Communications	
282600	7,975	BLOOMINGTON HEATING & AIR	Other Contracted Services	Rehab	
282986	7,916	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie Village Liquor Store	
282505	7,850	POLCO	Other Contracted Services	City Council	
283035	7,829	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie View Liquor Store	
282841	7,623	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Den Road Liquor Store	
282495	7,556	JOHNSON CONTROLS	Contract Svcs - HVAC	Pool Maintenance	
8232	7,457	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Wastewater Accounting	
282582	7,385	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie View Liquor Store	
8277	7,282	US BANK - CREDIT CARD MERCHANT ONLY	Bank and Service Charges	Finance	
282619	7,117	H2I GROUP	Contract Svcs - General Bldg	Police (City Cost)	
283019	7,040	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie View Liquor Store	
8248	6,975	FURTHER - AKA SELECT	FSA - Dependent Care	Health and Benefits	
282663	6,938	VERIZON WIRELESS	Other Contracted Services	IT Operating	
282847	6,937	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Den Road Liquor Store	
1028127	6,932	HANSEN THORP PELLINEN OLSON	Design & Engineering	Stormwater Capital	
282665	6,878	VIDEOTRONIX INC	Capital Under \$25,000	Capital Maint. & Reinvestment	
282968	6,862	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie Village Liquor Store	
282901	6,768	DG CENTRAL 1 LLC	Electric	Facilities Operating ISF	
8279	6,729	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Wastewater Accounting	
282863	6,573	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie View Liquor Store	
282761	6,526	HAMMER COMMUNITY SOLAR LLC	Electric	Facilities Operating ISF	
283003	6,514	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Den Road Liquor Store	
1028139	6,483	SHI CORP	Software Maintenance	IT Operating	
282941	6,449	PRESCRIPTION LANDSCAPE	Contract Svcs - Lawn Maint.	City Center - CAM	
282796	6,432	SAARI CINDY	Other Contracted Services	Rehab	
282419	6,421	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Den Road Liquor Store	
1028022	6,308	ESS BROTHERS & SONS INC	Repair & Maint. Supplies	Wasterwater Collection	
1028133	6,288	METRO SALES INCORPORATED*	Equipment Rentals	Customer Service	
282826	6,223	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie Village Liquor Store	
282997	6,215	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Den Road Liquor Store	
282426	6,082	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Den Road Liquor Store	
282877	6,041	A TO Z RENTAL CENTER	Small Tools	Fire	
282443	6,012	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie View Liquor Store	
282647	6,000	NINE MILE CREEK WATERSHED DISTRICT	Other Contracted Services	Park Maintenance	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1027973	5,936	INTERSTATE POWER SYSTEMS INC	Equipment Repair & Maint	Water Supply (Wells)	
282659	5,934	SUPERIOR STRIPING INC	Contract Svcs - Asphalt/Concr.	Senior Center	
282712	5,908	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie View Liquor Store	
282685	5,907	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie Village Liquor Store	
282793	5,855	PRESCRIPTION LANDSCAPE	Contract Svcs - Asphalt/Concr.	City Center - CAM	
1027932	5,822	METRO SALES INCORPORATED*	Other Rentals	IT Operating	
282705	5,784	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Den Road Liquor Store	
282831	5,783	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie Village Liquor Store	
282713	5,713	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie View Liquor Store	
1028064	5,710	YOUNGSTEDTS COLLISION CENTER	Equipment Repair & Maint	Fleet - Police	
282400	5,564	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie Village Liquor Store	
8235	5,492	CARD CONNECT	Bank and Service Charges	Community Center Admin	
282407	5,485	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie Village Liquor Store	
282867	5,400	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie View Liquor Store	
283028	5,368	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie View Liquor Store	
282549	5,361	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Den Road Liquor Store	
282445	5,318	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie View Liquor Store	
1027936	5,270	STREICHERS	Clothing & Uniforms	Police Sworn	
282996	5,262	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Den Road Liquor Store	
282883	5,237	AWWA CUSTOMER SERVICE	Dues & Subscriptions	Utility Operations - General	
282766	5,151	HINTERLAND CSG LLC	Electric	Facilities Operating ISF	
1027979	5,112	PRAIRIE ELECTRIC COMPANY	Contract Svcs - Electrical	City Hall (City Cost)	
282672	5,111	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie Village Liquor Store	
283066	5,106	FIRE CATT LLC	Equipment Testing/Cert.	Fire	
282590	5,098	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie View Liquor Store	
282615	5,067	EMERGENCY AUTOMOTIVE TECHNOLOGY INC	Autos	Fleet Capital	
282697	5,061	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Den Road Liquor Store	
1028093	5,011	WM MUELLER AND SONS INC	Asphalt Overlay	Stormwater Collection	
282517	5,000	YMCA OF THE NORTH	Other Contracted Services	Housing and Community Service	
282720	4,984	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie View Liquor Store	
282550	4,935	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Den Road Liquor Store	
282531	4,908	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie Village Liquor Store	
1028015	4,900	VAN PAPER COMPANY	Operating Supplies	Den Road Liquor Store	
282617	4,895	GRAYMONT	Treatment Chemicals	Water Treatment	
8225	4,887	FURTHER - AKA SELECT	FSA - Dependent Care	Health and Benefits	
282621	4,852	HEALTHPARTNERS	Wages and Benefits	494 Corridor Commission	
8236	4,830	FURTHER - AKA SELECT	HRA	Health and Benefits	
1027971	4,800	HAWKINS INC	Treatment Chemicals	Water Treatment	
283011	4,798	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Den Road Liquor Store	
282477	4,785	CATALYST GRAPHICS INC	Printing	Recycle Rebate	
1028070	4,782	DAKOTA SUPPLY GROUP INC	Capital Under \$25,000	Water Metering	
282726	4,778	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie View Liquor Store	
282898	4,739	CROSS NURSERIES	Landscape Materials/Supp	Reforestation	
282963	4,707	POSTMASTER	Postage	Communications	
282456	4,688	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie View Liquor Store	
282551	4,574	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Den Road Liquor Store	
283020	4,555	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie View Liquor Store	
282889	4,550	CALLYO 2009 CORP	Other Contracted Services	Police Sworn	
282922	4,425	M R SIGN	Signs	Traffic Signs	
1027914	4,382	VAN PAPER COMPANY	Cleaning Supplies	City Center - CAM	
282798	4,371	SOBANIA COMMUNITY SOLAR	Electric	Facilities Operating ISF	
282691	4,233	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Den Road Liquor Store	
1028035	4,229	STREICHERS	Clothing & Uniforms	Police Sworn	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
283051	4,166	CARGILL INC	Salt	Snow & Ice Control	
282438	4,112	WINEBOW	Liquor Product Received	Den Road Liquor Store	
1027972	4,102	HORIZON COMMERCIAL POOL SUPPLY	Supplies - Pool	Pool Maintenance	
282595	4,076	ALADTEC INC	Software Maintenance	IT Operating	
282817	4,061	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie Village Liquor Store	
8247	4,039	PFM ASSET MANAGEMENT LLC	Interest	Investment Fund	
283050	4,000	BADGER STATE INSPECTION LLC	Design & Engineering	Water Capital	
283021	3,996	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie View Liquor Store	
283082	3,983	MACQUEEN EQUIPMENT INC	Equipment Repair & Maint	Stormwater Collection	
282750	3,983	DEPT OF EMPLOYMENT/ECONOMIC DEVELOPMENT	Interest	Economic Development Fund	
282574	3,974	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie View Liquor Store	
8271	3,905	PFM ASSET MANAGEMENT LLC	Interest	Investment Fund	
282557	3,902	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Den Road Liquor Store	
282391	3,873	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie Village Liquor Store	
282540	3,854	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie Village Liquor Store	
282459	3,844	WINEBOW	Liquor Product Received	Prairie View Liquor Store	
282969	3,839	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie Village Liquor Store	
282420	3,784	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Den Road Liquor Store	
282952	3,783	STRAND MANUFACTURING CO INC	Repair & Maint. Supplies	Water Treatment	
282671	3,728	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie Village Liquor Store	
283027	3,720	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie View Liquor Store	
282920	3,703	KODIAK CUSTOM LETTERING INC	Clothing & Uniforms	Day Camp	
282760	3,686	H & L MESABI	Equipment Parts	Fleet Operating	
8246	3,654	FURTHER - AKA SELECT	FSA - Dependent Care	Health and Benefits	
282807	3,569	VERIZON WIRELESS	Miscellaneous	IT Operating	
283086	3,500	MESSERLI & KRAMER	Messerli & Kramer	494 Corridor Commission	
1028128	3,484	ITRON INC.	Equipment Repair & Maint	Water Metering	
282448	3,469	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie View Liquor Store	
8268	3,387	FURTHER - AKA SELECT	FSA - Dependent Care	Health and Benefits	
282524	3,355	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie Village Liquor Store	
1028084	3,337	PRAIRIE ELECTRIC COMPANY	Equipment Repair & Maint	Fleet Operating	
283090	3,334	MINNESOTA VALLEY ELECTRIC COOPERATIVE	Electric	Street Lighting	
282819	3,328	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie Village Liquor Store	
282581	3,248	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie View Liquor Store	
282825	3,243	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie Village Liquor Store	
282642	3,195	MINNESOTA VALLEY ELECTRIC COOPERATIVE	Electric	Street Lighting	
1027964	3,182	BIFFS INC	Waste Disposal	Stormwater Collection	
282530	3,133	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie Village Liquor Store	
282668	3,129	WM CORPORATE SERVICES INC	Waste Disposal	General Community Center	
282785	3,125	MOVEFWD INC	Other Contracted Services	Housing and Community Service	
282433	3,107	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Den Road Liquor Store	
282466	3,076	ALTERNATIVE BUSINESS FURNITURE INC	Supplies - General Bldg	City Hall (City Cost)	
282774	3,074	LEAGUE MN CITIES INS TRUST	Bond Insurance	494 Corridor Commission	
8244	3,065	U.S. BANK - I-494 PURCH. CARD	Marketing	494 Corridor Commission	
1027919	3,057	CENTERPOINT ENERGY	Gas	Senior Center	
282566	3,049	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Den Road Liquor Store	
282918	3,007	JOHN HENRY FOSTER MINNESOTA INC	Maintenance Contracts	Fire Station #3	
282643	3,000	MN DEPARTMENT OF NATURAL RESOURCES	Licenses, Taxes, Fees	Stormwater Capital	
282939	3,000	POSTAGE BY PHONE RESERVE ACCOUNT	Postage	Customer Service	
1028089	3,000	ST CROIX ENVIRONMENTAL INC	OCS-Well Field Mgmt	Water Supply (Wells)	
282946	2,978	SIR LINES-A-LOT	Other Contracted Services	Capital Maint. & Reinvestment	
282724	2,955	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie View Liquor Store	
282594	2,926	AIRGAS USA LLC	Supplies - Pool	Pool Maintenance	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282431	2,926	PAUSTIS & SONS COMPANY	Liquor Product Received	Den Road Liquor Store	
282773	2,921	LAW ENFORCEMENT LABOR SERVICES INC.	Union Dues Withheld	Health and Benefits	
1028055	2,899	FLEETPRIDE INC	Equipment Parts	Fleet Operating	
282862	2,898	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie View Liquor Store	
1028147	2,894	ZIEGLER INC	Repair & Maint. Supplies	Fleet Operating	
282576	2,881	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie View Liquor Store	
1027951	2,858	BRAUN INTERTEC CORPORATION	Other Contracted Services	Capital Maint. & Reinvestment	
282522	2,805	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie Village Liquor Store	
283032	2,785	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie View Liquor Store	
282955	2,760	TECH ACUMEN INCORPORATED	Other Contracted Services	Liquor Store Delivery	
282652	2,731	PROP	Other Contracted Services	CDBG - Public Service	
282588	2,724	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie View Liquor Store	
283103	2,709	SIR LINES-A-LOT	Other Contracted Services	Capital Maint. & Reinvestment	
1028117	2,677	YOUNGSTEDTS COLLISION CENTER	Equipment Repair & Maint	Fleet Operating	
282393	2,654	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie Village Liquor Store	
1028136	2,649	POMP'S TIRE SERVICE INC	Equipment Repair & Maint	Fleet Operating	
282682	2,619	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie Village Liquor Store	
282575	2,608	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie View Liquor Store	
1028051	2,607	BRAUN INTERTEC CORPORATION	Testing	CIP Pavement Management	
282840	2,598	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Den Road Liquor Store	
282905	2,577	FIRE SAFETY USA INC	Equipment Repair & Maint	Fleet Operating	
282478	2,570	CENTURYLINK	Telephone	City Center - CAM	
1028121	2,519	CENTERPOINT ENERGY	Gas	Senior Center	
1028145	2,517	WM MUELLER AND SONS INC	Gravel	Water Distribution	
282803	2,514	SUPERIOR STRIPING INC	Contract Svcs - Asphalt/Concr.	Dunn Brothers	
282892	2,504	CEMSTONE PRODUCTS COMPANY	Asphalt Overlay	Stormwater Collection	
283084	2,500	MARSHBANK DARREN	Tuition Reimbursement/School	Organizational Services	
1028003	2,500	BUESGENS RYAN	Tuition Reimbursement/School	Organizational Services	
1028013	2,500	SOPPELAND, LONNIE	Tuition Reimbursement/School	Organizational Services	
283059	2,490	CORE & MAIN	Repair & Maint. Supplies	Park Maintenance	
282851	2,485	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Den Road Liquor Store	
1027955	2,484	FLEETPRIDE INC	Equipment Parts	Fleet Operating	
282871	2,460	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie View Liquor Store	
282818	2,448	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie Village Liquor Store	
282970	2,407	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie Village Liquor Store	
1028074	2,397	GENUINE PARTS COMPANY	Chemicals	Ice Arena Maintenance	
282412	2,381	WINEBOW	Liquor Product Received	Prairie Village Liquor Store	
282437	2,373	WINE MERCHANTS INC	Liquor Product Received	Den Road Liquor Store	
282678	2,361	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie Village Liquor Store	
282794	2,355	PROP	Other Contracted Services	CDBG - Public Service	
282689	2,351	ARTISAN BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
1027927	2,338	HAWKINS INC	Treatment Chemicals	Water Treatment	
282763	2,294	HEALTHPARTNERS OCCUPATIONAL MEDICINE	Employment Support Test	Organizational Services	
1028137	2,277	PRAIRIE ELECTRIC COMPANY	Contract Svcs - HVAC	Pool Maintenance	
282976	2,205	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie Village Liquor Store	
1028033	2,204	PRAIRIE ELECTRIC COMPANY	Equipment Repair & Maint	Fire Station #4	
282616	2,199	GADDIS INC	Repair & Maint. Supplies	Water Treatment	
282896	2,134	CORE & MAIN	Repair & Maint. Supplies	Stormwater Collection	
8269	2,095	FURTHER - AKA SELECT	FSA - Dependent Care	Health and Benefits	
1028017	2,089	ANCHOR PAPER COMPANY	Office Supplies	Customer Service	
282489	2,083	EMERGENCY AUTOMOTIVE TECHNOLOGY INC	Autos	Fleet - Police	
283049	2,080	AVR INC	Asphalt Overlay	Street Maintenance	
1028115	2,077	ROSE, ALECIA	Tuition Reimbursement/School	Organizational Services	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1028016	2,073	WSB & ASSOCIATES INC	Design & Engineering	2020 Improvement Projects	
282669	2,069	ARTISAN BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282768	2,047	HP INC	Computers - Monitors	IT Operating	
282916	2,022	ISG	Other Contracted Services	Capital Maint. & Reinvestment	
282926	2,011	MINGER CONSTRUCTION INC	Improvement Contracts	Stormwater Capital	
282484	2,000	DAKOTA COUNTY CDA	Other Contracted Services	CDBG - Public Service	
282611	2,000	DALEN PAUL	Rebates	Stormwater Non-Capital	
1027894	1,997	VINOCOPIA	Liquor Product Received	Den Road Liquor Store	
282453	1,993	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie View Liquor Store	
282992	1,969	ARTISAN BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
282695	1,942	HOHENSTEINS INC	Liquor Product Received	Den Road Liquor Store	
282471	1,935	ARVIG	Fiber Lease Payments	IT Operating	
283074	1,925	INTERNATIONAL UNION OF OPERATING	Union Dues Withheld	Health and Benefits	
282714	1,891	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie View Liquor Store	
282392	1,883	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie Village Liquor Store	
282573	1,870	ARTISAN BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
282694	1,853	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Den Road Liquor Store	
282467	1,850	AMERICAN ENVIRONMENTAL LLC	Equipment Repair & Maint	Stormwater Collection	
282399	1,840	JJ TAYLOR DISTRIBUTING MINNESOTA	Liquor Product Received	Prairie Village Liquor Store	
282959	1,835	VACKER INC	Signs	Water Capital	
282984	1,831	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie Village Liquor Store	
283081	1,825	LUBE-TECH & PARTNERS LLC	Equipment Repair & Maint	Fleet Operating	
282537	1,824	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie Village Liquor Store	
282704	1,818	PAUSTIS & SONS COMPANY	Liquor Product Received	Den Road Liquor Store	
282828	1,814	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie Village Liquor Store	
1027965	1,809	CDW GOVERNMENT INC.	Computers	IT Operating	
282404	1,804	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie Village Liquor Store	
283009	1,759	PAUSTIS & SONS COMPANY	Liquor Product Received	Den Road Liquor Store	
282389	1,758	ARTISAN BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282859	1,755	ARTISAN BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
1027976	1,682	METRO SALES INCORPORATED*	Printing/Copying	IT Operating	
282546	1,671	ARTISAN BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
282458	1,662	WINE MERCHANTS INC	Liquor Product Received	Prairie View Liquor Store	
282723	1,633	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie View Liquor Store	
282673	1,604	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie Village Liquor Store	
282954	1,600	SUBURBAN WILDLIFE CONTROL INC	Equipment Repair & Maint	Stormwater Collection	
283001	1,599	HOHENSTEINS INC	Liquor Product Received	Den Road Liquor Store	
1027889	1,597	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
282405	1,595	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie Village Liquor Store	
282454	1,591	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie View Liquor Store	
282908	1,581	GOPHER STATE ONE-CALL	Other Contracted Services	Utility Operations - General	
282513	1,580	THE ADVENT GROUP	Temp	494 Corridor Commission	
282790	1,567	PERA	Wages and Benefits	494 Corridor Commission	
283097	1,567	PERA	Wages and Benefits	494 Corridor Commission	
1028091	1,564	STREICHERS	Clothing & Uniforms	Police Sworn	
1027934	1,559	POMP'S TIRE SERVICE INC	Tires	Fleet Operating	
282879	1,550	ALL AMERICAN DOOR	Other Contracted Services	Rehab	
282421	1,539	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Den Road Liquor Store	
282759	1,535	GYM WORKS	Equipment Repair & Maint	Police Sworn	
282771	1,534	J H LARSON COMPANY	Supplies - Electrical	Fire Station #4	
1027899	1,521	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
282844	1,520	HOHENSTEINS INC	Liquor Product Received	Den Road Liquor Store	
282718	1,506	HOHENSTEINS INC	Liquor Product Received	Prairie View Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282836	1,491	ARTISAN BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
8221	1,489	FIDELITY SECURITY LIFE INSURANCE CO	Vision Plan	Health and Benefits	
282913	1,482	INTERTECH INC	Contract Development	IT Operating	
8273	1,477	FIDELITY SECURITY LIFE INSURANCE CO	Vision Plan	Health and Benefits	
283031	1,472	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie View Liquor Store	
1028031	1,451	METRO ELEVATOR INC	Contract Svcs - Elevator	City Center - CAM	
283038	1,444	M-R SIGN CO INC	Signs	Traffic Signs	
282660	1,440	THE ADVENT GROUP	Temp	494 Corridor Commission	
282804	1,440	THE ADVENT GROUP	Temp	494 Corridor Commission	
283107	1,440	THE ADVENT GROUP	Temp	494 Corridor Commission	
282711	1,440	ARTISAN BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
1027952	1,417	CLAREY'S SAFETY EQUIPMENT	EMS Supplies	Fire	
1028131	1,400	MARSHALL & SWIFT	Software Maintenance	IT Operating	
282810	1,374	YORKTOWN OFFICES	Rent	494 Corridor Commission	
282953	1,368	STRYKER SALES CORPORATION	EMS Supplies	Fire	
1028042	1,362	VINOCOPIA	Liquor Product Received	Den Road Liquor Store	
282797	1,360	SHIRAZI ELHAM	Conference/Prof. Dev.	494 Corridor Commission	
282956	1,360	THE ADVENT GROUP	Temp	494 Corridor Commission	
282708	1,355	WINE MERCHANTS INC	Liquor Product Received	Den Road Liquor Store	
282687	1,347	WINE MERCHANTS INC	Liquor Product Received	Prairie Village Liquor Store	
1028116	1,340	VAN PAPER COMPANY	Cleaning Supplies	General Community Center	
1028056	1,334	LYNDALE PLANT SERVICES	Contract Svcs - Int. Landscape	City Center - CAM	
1028030	1,303	MENARDS	Operating Supplies	Yard Waste Site	
282940	1,300	PRECISE MRM LLC	Other Contracted Services	Snow & Ice Control	
8275	1,296	FURTHER - AKA SELECT	FSA - Dependent Care	Health and Benefits	
1028104	1,290	WINE COMPANY, THE	Liquor Product Received	Den Road Liquor Store	
282519	1,290	ARTISAN BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282746	1,281	CORE & MAIN	Repair & Maint. Supplies	Water Metering	
282864	1,277	HOHENSTEINS INC	Liquor Product Received	Prairie View Liquor Store	
282622	1,269	HENNEPIN COUNTY ACCOUNTS RECEIVABLE	Board of Prisoner	Police Sworn	
1027963	1,238	WSB & ASSOCIATES INC	Design & Engineering	2020 Improvement Projects	
1027897	1,237	WINE COMPANY, THE	Liquor Product Received	Den Road Liquor Store	
282511	1,200	SUBURBAN WILDLIFE CONTROL INC	Equipment Repair & Maint	Stormwater Collection	
282523	1,193	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie Village Liquor Store	
282564	1,176	PAUSTIS & SONS COMPANY	Liquor Product Received	Den Road Liquor Store	
283043	1,169	AERO DRAPERY AND BLIND	Contract Svcs - General Bldg	Fire Station #3	
282681	1,165	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1028080	1,163	MENARDS	Building Materials	Water Treatment	
282411	1,156	WINE MERCHANTS INC	Liquor Product Received	Prairie Village Liquor Store	
1028050	1,140	AVI SYSTEMS INC	Other Contracted Services	Cable PEG	
8262	1,135	FURTHER - AKA SELECT	Other Contracted Services	Health and Benefits	
282425	1,108	HOHENSTEINS INC	Liquor Product Received	Den Road Liquor Store	
282924	1,100	MARTIN-MCALLISTER	Other Contracted Services	Organizational Services	
282633	1,083	MARCO INC	Hardware - R&M	IT Operating	
282728	1,074	WINE MERCHANTS INC	Liquor Product Received	Prairie View Liquor Store	
1028060	1,071	R & R SPECIALTIES OF WISCONSIN INC	Contract Svcs - Ice Rink	Ice Arena Maintenance	
1027942	1,068	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
282917	1,063	J H LARSON COMPANY	Supplies - Electrical	Fire Station #4	
282624	1,052	INDIGO SIGNWORKS, INC.	Protective Clothing	Liquor Store Delivery	
282500	1,050	MN DEPT TRANSPORTATION	Equipment Repair & Maint	Traffic Signals	
282752	1,045	DODGE OF BURNSVILLE	Equipment Repair & Maint	Fleet Operating	
1028045	1,036	WINE COMPANY, THE	Liquor Product Received	Den Road Liquor Store	
1027916	1,013	BACHMANS CREDIT DEPT	Landscape Materials/Supp	Reforestation	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1028065	1,012	BOYER TRUCKS	Equipment Parts	Fleet Operating	
1028106	997	WINE COMPANY, THE	Liquor Product Received	Prairie View Liquor Store	
1027975	996	MENARDS	Small Tools	Fire Station #3	
282494	987	JABS REECE	Deposits	General Fund	
282496	984	LUBE-TECH & PARTNERS LLC	Lubricants & Additives	Fleet Operating	
282630	975	LAVAN FLOOR COVERING	Contract Svcs - General Bldg	Senior Center	
283017	971	ARTISAN BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
1027957	971	MPX GROUP, THE	Printing	Police Sworn	
283016	965	WINE MERCHANTS INC	Liquor Product Received	Den Road Liquor Store	
282822	957	HOHENSTEINS INC	Liquor Product Received	Prairie Village Liquor Store	
1028026	956	GRAFIX SHOPPE	Autos	Fleet Capital	
282730	955	ADVANTAGE PROPERTY MAINTENANCE INC	Other Contracted Services	Park Maintenance	
1028099	953	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
282886	947	BOUND TREE MEDICAL LLC	EMS Supplies	Fire	
283040	940	ABM EQUIPMENT AND SUPPLY COMPANY	Equipment Repair & Maint	Traffic Signals	
1027924	938	GRAFIX SHOPPE	Autos	Fleet - Police	
282650	924	PETERSON COUNSELING AND CONSULTING	Other Contracted Services	Police Sworn	
282422	913	DOMACE VINO	Liquor Product Received	Den Road Liquor Store	
8280	912	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Wastewater Accounting	
282734	910	BOLTON & MENK INC	Design & Engineering	Stormwater Capital	
282795	904	PUMP AND METER SERVICE	Equipment Repair & Maint	Fleet Operating	
1027905	890	FASTENAL COMPANY	Equipment Parts	Fleet Operating	
1027987	885	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
1027969	870	FILTRATION SYSTEMS	Supplies - HVAC	General Community Center	
282772	868	LAKE COUNTRY DOOR LLC	Equipment Repair & Maint	Utility Operations - General	
282850	867	PAUSTIS & SONS COMPANY	Liquor Product Received	Den Road Liquor Store	
282745	859	CONSTRUCTION MIDWEST INC,	Building Materials	Park Maintenance	
1027933	858	MTI DISTRIBUTING INC	Equipment Parts	Fleet Operating	
1027930	857	MENARDS	Landscape Materials/Supp	Fire Station #2	
282555	855	HOHENSTEINS INC	Liquor Product Received	Den Road Liquor Store	
1028063	854	VAN PAPER COMPANY	Cleaning Supplies	General Community Center	
1027997	854	BELLBOY CORPORATION	Liquor Product Received	Prairie View Liquor Store	
1027992	852	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
282395	841	DOMACE VINO	Liquor Product Received	Prairie Village Liquor Store	
282674	840	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie Village Liquor Store	
1028039	833	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
282578	831	HOHENSTEINS INC	Liquor Product Received	Prairie View Liquor Store	
282973	828	HOHENSTEINS INC	Liquor Product Received	Prairie Village Liquor Store	
282464	827	AIRGAS USA LLC	Supplies - Pool	Pool Maintenance	
283065	822	EMERGENCY AUTOMOTIVE TECHNOLOGY INC	Equipment Parts	Fleet Operating	
283024	820	HOHENSTEINS INC	Liquor Product Received	Prairie View Liquor Store	
282497	818	MASTER CRAFT LABELS INC	Equipment Repair & Maint	Emergency Management	
282560	818	MAVERICK WINE LLC	Liquor Product Received	Den Road Liquor Store	
1028129	818	JEFFERSON FIRE & SAFETY INC	Equipment Parts	Fire	
283055	812	COLORADO TIME SYSTEMS	Equipment Repair & Maint	Pool Operations	
1028041	800	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
1027981	797	SPS COMPANIES	Supplies - Plumbing	City Center - CAM	
282764	793	HENNEPIN COUNTY ACCOUNTS RECEIVABLE	Equipment Repair & Maint	Public Safety Communications	
1027921	790	FILTRATION SYSTEMS	Supplies - HVAC	City Center - CAM	
282479	783	CENTURYLINK	Telephone	Water Treatment	
1028054	777	FASTENAL COMPANY	Operating Supplies	Fleet Operating	
282544	769	WINE MERCHANTS INC	Liquor Product Received	Prairie Village Liquor Store	
282947	766	SMSC ENTERPRISES	Landscape Materials/Supp	Street Maintenance	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1027991	762	VINOCOPIA	Liquor Product Received	Den Road Liquor Store	
282493	751	J&W INSTRUMENTS INC	Repair & Maint. Supplies	Water Treatment	
1028107	751	BRAUN INTERTEC CORPORATION	Testing	CIP Pavement Management	
1028144	740	VISTAR CORPORATION	Merchandise for Resale	Concessions	
1028110	740	MINNESOTA CLAY CO. USA	Operating Supplies	Arts Center	
282934	723	OXYGEN SERVICE COMPANY	EMS Supplies-Oxygen Supplies	Fire	
1027974	716	JEFFERSON FIRE & SAFETY INC	Equipment Repair & Maint	Street Maintenance	
1027949	715	BELLBOY CORPORATION	Liquor Product Received	Prairie View Liquor Store	
282813	710	BRUNETTE JODY	AR Utility	Water Enterprise Fund	
282528	707	HOHENSTEINS INC	Liquor Product Received	Prairie Village Liquor Store	
282441	706	ARTISAN BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
282808	694	VIDEOTRONIX INC	Capital Under \$25,000	Capital Maint. & Reinvestment	
1028043	691	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
282613	680	DODGE OF BURNSVILLE	Equipment Repair & Maint	Fleet Operating	
1028101	677	VINOCOPIA	Liquor Product Received	Den Road Liquor Store	
282429	674	MAVERICK WINE LLC	Liquor Product Received	Den Road Liquor Store	
1027944	672	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
1028135	668	MTI DISTRIBUTING INC	Equipment Parts	Fleet Operating	
1027890	661	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
282565	661	PEQUOD DISTRIBUTION	Liquor Product Received	Den Road Liquor Store	
282662	660	US BANK	Interest	Investment Fund	
1027908	656	KRISS PREMIUM PRODUCTS INC	Repair & Maint - Ice Rink	Ice Arena Maintenance	
282888	655	BRO-TEX INC	Operating Supplies	Fleet Operating	
283101	650	RIVER CITY CANVAS LLC	Equipment Repair & Maint	Fire	
282587	649	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie View Liquor Store	
282846	645	INDEED BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
282744	642	CONSTRUCTION MATERIALS INC	Operating Supplies	Street Maintenance	
282603	640	CENTURYLINK	Telephone	IT Operating	
283067	640	FIRE SAFETY USA INC	Protective Clothing	Fleet Operating	
282906	635	FLYING CLOUD TRANSFER STATION 4553	Waste Disposal	Park Maintenance	
282812	634	WILHITE MARK	AR Utility	Water Enterprise Fund	
282591	632	WINE MERCHANTS INC	Liquor Product Received	Prairie View Liquor Store	
282625	632	INNOVATIVE GRAPHICS	Operating Supplies	Police Sworn	
282415	626	ARTISAN BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
283010	625	PEQUOD DISTRIBUTION	Liquor Product Received	Den Road Liquor Store	
8240	624	ULTIMATE SOFTWARE GROUP, THE	Garnishment Withheld	Health and Benefits	
8258	624	ULTIMATE SOFTWARE GROUP, THE	Garnishment Withheld	Health and Benefits	
8237	616	PMA FINANCIAL NETWORK INC	Bank and Service Charges	Wastewater Accounting	
1028076	615	GRAINGER	Repair & Maint. Supplies	City Center - CAM	
282543	615	SUMMER LAKES BEVERAGE LLC	Liquor Product Received	Prairie Village Liquor Store	
282572	604	WINE MERCHANTS INC	Liquor Product Received	Den Road Liquor Store	
283053	603	CEMSTONE PRODUCTS COMPANY	Building Materials	Capital Outlay Parks	
282653	600	RABBIT RESCUE OF MN	Other Contracted Services	Specialty Fitness Programs	
283054	596	CINTAS CORPORATION	Safety Supplies	Community Center Admin	
1028120	595	CDW GOVERNMENT INC.	Autos	Fleet - Police	
282715	581	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie View Liquor Store	
1028090	581	STAR TRIBUNE MEDIA COMPANY LLC	Dues & Subscriptions	Utility Operations - General	
283008	580	MODIST BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
282882	579	ASPEN MILLS	Clothing-TurnOut Gear	Fire	
282857	573	WINE MERCHANTS INC	Liquor Product Received	Den Road Liquor Store	
282468	572	AMERICAN PRESSURE INC	Contract Svcs - General Bldg	Maintenance Facility	
8253	570	FURTHER - AKA SELECT	HRA	Health and Benefits	
282805	570	US BANK	Interest	Investment Fund	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282919	570	KIESLER POLICE SUPPLY INC.	Training Supplies	Police Sworn	
1027996	567	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
282872	567	PRYES BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
282927	567	MINNEAPOLIS REGIONAL CHAMBER OF COMMERCE	Chamber of Commerce	494 Corridor Commission	
282942	566	PRINCIPAL FINANCIAL GROUP	Wages and Benefits	494 Corridor Commission	
282884	565	BASELINE INC	Other Contracted Services	Park Maintenance	
1028000	554	WINE COMPANY, THE	Liquor Product Received	Prairie View Liquor Store	
1028058	551	OUTDOOR ENVIRONMENTS INC	Other Contracted Services	Pleasant Hill Cemetery	
1027931	549	METRO ELEVATOR INC	Equipment Repair & Maint	Utility Operations - General	
1028118	548	2ND WIND EXERCISE	Health & Fitness	Fire	
282605	547	COLE PAPERS INC	Operating Supplies	Fire	
282779	546	MARCO INC	Operating Supplies	IT Operating	
283069	545	GERTENS	Landscape Materials/Supp	Park Maintenance	
282632	545	LINDSTROM RESTORATION	Other Contracted Services	Police Sworn	
1027913	543	THE OASIS GROUP	Employee Assistance	Organizational Services	
1028061	543	THE OASIS GROUP	Employee Assistance	Organizational Services	
282735	540	CEMSTONE PRODUCTS COMPANY	Asphalt Overlay	Water Distribution	
282914	540	INTREPID NETWORKS LLC	Other Contracted Services	Police Sworn	
282676	538	HOHENSTEINS INC	Liquor Product Received	Prairie Village Liquor Store	
8255	533	MINNESOTA DEPT OF REVENUE	Motor Fuels	Fleet Operating	
1027946	528	WINE COMPANY, THE	Liquor Product Received	Den Road Liquor Store	
282765	528	HENNEPIN COUNTY TREASURER PUBLIC WORKS	Waste Disposal	Park Maintenance	
282887	520	BRIN GLASS SERVICE	Contract Svcs - General Bldg	Park Shelters	
1028004	519	FASTENAL COMPANY	Repair & Maint. Supplies	Fleet Operating	
282688	516	WINEBOW	Liquor Product Received	Prairie Village Liquor Store	
282876	514	WINE MERCHANTS INC	Liquor Product Received	Prairie View Liquor Store	
282935	514	PAFFY'S PEST CONTROL	Contract Svcs - Pest Control	Outdoor Center Facilities	
1027989	512	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
1027995	512	WINE COMPANY, THE	Liquor Product Received	Den Road Liquor Store	
1027892	510	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
282933	510	NORTON HOMES	Reimburse-legal notices	General Fund	
282949	510	STAPLES ADVANTAGE	Office Supplies	Customer Service	
283100	505	RETROFIT COMPANIES, INC, THE	Supplies - Electrical	General Community Center	
282516	505	WM CORPORATE SERVICES INC	Landscape Materials/Supp	Street Maintenance	
282584	504	MAVERICK WINE LLC	Liquor Product Received	Prairie View Liquor Store	
282562	502	MODIST BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
282586	502	MODIST BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
282623	500	HERRERA CADEX	Other Contracted Services	Arts	
282536	494	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282435	487	PRYES BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
282814	478	ARTISAN BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1027962	477	VAN PAPER COMPANY	Tenant 1-Cleaning Supply	General Community Center	
283048	477	ASTLEFORD EQUIPMENT COMPANY INC	Equipment Parts	Fleet Operating	
282618	475	GYM WORKS	Equipment Repair & Maint	Fitness Center	
282677	467	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
8233	464	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Wastewater Accounting	
282556	463	INDEED BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
1027986	462	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
283026	461	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie View Liquor Store	
282451	461	MAVERICK WINE LLC	Liquor Product Received	Prairie View Liquor Store	
282402	458	MAVERICK WINE LLC	Liquor Product Received	Prairie Village Liquor Store	
1028085	457	PREMIUM WATERS INC	Operating Supplies - Water	Fire	
282567	455	PRYES BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1027970	454	GRAINGER	Supplies - HVAC	Maintenance Facility	
282923	454	MARS SUPPLY	Lubricants & Additives	Fleet Operating	
282629	450	KODIAK CUSTOM LETTERING INC	Clothing & Uniforms	Youth Programs Admin	
1028029	442	HD SUPPLY FACILITIES MAINTENANCE	Repair & Maint. Supplies	Facilities Staff	
282962	438	WM CORPORATE SERVICES INC	Waste Disposal	Maintenance Facility	
282432	436	PEQUOD DISTRIBUTION	Liquor Product Received	Den Road Liquor Store	
282866	431	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie View Liquor Store	
282891	431	CB EDEN PRAIRIE HOUSING LTD PARTNERSHIP	Reimburse-legal notices	General Fund	
282890	429	CAMPBELL KNUTSON, P.A.	Legal	WAFTA	
282999	423	GREAT LAKES COCA-COLA DISTRIBUTION	Liquor Product Received	Den Road Liquor Store	
282424	415	GREAT LAKES COCA-COLA DISTRIBUTION	Liquor Product Received	Den Road Liquor Store	
282893	412	CENTURYLINK	Telephone	Wastewater Lift Station	
1028048	411	BELLBOY CORPORATION	Liquor Product Received	Prairie View Liquor Store	
282990	410	WINEBOW	Liquor Product Received	Prairie Village Liquor Store	
1028018	408	ASPEN WASTE SYSTEMS INC.	Waste Disposal	Utility Operations - General	
1028132	408	MENARDS	Operating Supplies	Park Maintenance	
282701	407	MAVERICK WINE LLC	Liquor Product Received	Den Road Liquor Store	
8265	406	AMERICAN EXPRESS	Bank and Service Charges	Inspections-Administration	
282994	396	BLACK STACK BREWING INC	Liquor Product Received	Den Road Liquor Store	
283075	396	I-STATE TRUCK CENTER	Equipment Repair & Maint	Fleet Operating	
283002	394	INDEED BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
282657	394	STAPLES ADVANTAGE	Office Supplies	Customer Service	
282645	394	NATIONAL MARTIAL ARTS ASSOCIATION, INC	Instructor Service	Lesson Skills Development	
282897	393	CORPORATE TECHNOLOGIES	Computers	494 Corridor Commission	
282971	390	GREAT LAKES COCA-COLA DISTRIBUTION	Liquor Product Received	Prairie Village Liquor Store	
1027945	390	NEW FRANCE WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
282870	389	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie View Liquor Store	
282753	389	EDEN PRAIRIE CENTER LLC	Building Rental	CDBG - Public Service	
1028083	388	PITNEY BOWES	Postage	Customer Service	
1028073	386	ELECTRIC PUMP	Equipment Repair & Maint	Wastewater Lift Station	
283029	383	MEGA BEER	Liquor Product Received	Prairie View Liquor Store	
282593	381	ADVANTAGE PROPERTY MAINTENANCE INC	Landscape Materials/Supp	Street Maintenance	
282717	378	GREAT LAKES COCA-COLA DISTRIBUTION	Liquor Product Received	Prairie View Liquor Store	
282597	378	ARAMARK UNIFORM AND CAREER APPAREL GROUP	Janitor Service	Prairie Village Liquor Store	
282827	376	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie Village Liquor Store	
283092	375	MRPA	Conference/Training	Parks Administration	
1028001	375	ALBERS, JASON	Operating Supplies	Fire	
1028092	373	TEE JAY NORTH INC	Building Repair & Maint.	Den Road Liquor Store	
282788	370	PAPCO INC	Janitor Service	General Community Center	
282769	370	INDIGO SIGNWORKS, INC.	Advertising	Arts in the Park	
283052	369	CBIZ BENEFITS & INSURANCE SERVICES INC	Other Contracted Services	Health and Benefits	
282696	369	INDEED BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
282843	365	DOMACE VINO	Liquor Product Received	Den Road Liquor Store	
282829	363	PRYES BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282978	361	LUPULIN BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282767	360	HLS OUTDOOR	Landscape Materials/Supp	Park Maintenance	
283110	360	HLS OUTDOOR	Landscape Materials/Supp	Park Maintenance	
282833	360	SUMMER LAKES BEVERAGE LLC	Liquor Product Received	Prairie Village Liquor Store	
282592	360	1ST SOURCE BUSINESS SUPPLIES	Cleaning Supplies	Facilities Operating ISF	
282842	359	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Den Road Liquor Store	
283061	357	DIETHELM, TAMMY L	Other Contracted Services	Pleasant Hill Cemetery	
1028125	356	GRAINGER	Safety Supplies	Fire Station #2	
282881	355	ARAMARK UNIFORM AND CAREER APPAREL GROUP	Janitor Service	Prairie Village Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282834	353	WINE MERCHANTS INC	Liquor Product Received	Prairie Village Liquor Store	
282902	352	ENERGY SALES INC	Supplies - HVAC	Fire Station #2	
1027906	351	GOODIN COMPANY	Supplies - Pool	Pool Maintenance	
1027983	348	WM MUELLER AND SONS INC	Patching Asphalt	Street Maintenance	
1028111	348	OLSEN CHAIN & CABLE	Operating Supplies	Park Maintenance	
1027956	345	GREATAMERICA FINANCIAL SVCS	Postage	Customer Service	
282737	342	CENTURYLINK	Internet	Staring Lake	
283068	342	GALLS LLC	Clothing & Uniforms	Volunteers	
282394	341	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie Village Liquor Store	
282548	333	BOURGET IMPORTS	Liquor Product Received	Den Road Liquor Store	
282483	330	CONTINENTAL SAFETY EQUIPMENT	Repair & Maint - Ice Rink	Ice Arena Maintenance	
1028002	326	BARRIE SPENCER	Clothing & Uniforms	Police Sworn	
282401	325	LUPULIN BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282428	325	LUPULIN BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
282900	325	DEALER AUTOMOTIVE SERVICES INC	Autos	Fleet - Police	
282580	324	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie View Liquor Store	
282776	324	MACQUEEN EQUIPMENT INC	Equipment Parts	Fleet Operating	
282815	324	BLACK STACK BREWING INC	Liquor Product Received	Prairie Village Liquor Store	
282837	324	BLACK STACK BREWING INC	Liquor Product Received	Den Road Liquor Store	
282709	323	WINEBOW	Liquor Product Received	Den Road Liquor Store	
282979	321	MAVERICK WINE LLC	Liquor Product Received	Prairie Village Liquor Store	
1027937	320	VIKING ELECTRIC SUPPLY	Supplies - Electrical	Pool Maintenance	
282749	320	DELTA DENTAL	Wages and Benefits	494 Corridor Commission	
1027980	320	RIGID HITCH INCORPORATED	Equipment Parts	Fleet Operating	
1028023	320	FACTORY MOTOR PARTS COMPANY	Lubricants & Additives	Fleet Operating	
282961	318	WATER CONSERVATION SERVICES INC	Other Contracted Services	Water Distribution	
1028109	317	FASTENAL COMPANY	Equipment Parts	Fleet Operating	
1028102	316	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
1027943	314	VINOCOPIA	Liquor Product Received	Den Road Liquor Store	
282470	312	ARCPPOINT LABS OF EDEN PRAIRIE	Employment Support Test	Organizational Services	
282627	309	J H LARSON COMPANY	Supplies - Electrical	City Center - CAM	
282989	308	WINE MERCHANTS INC	Liquor Product Received	Prairie Village Liquor Store	
282931	306	MINNESOTA PRINT MANAGEMENT LLC	Office Supplies	Customer Service	
282733	305	ASSURED SECURITY	Equipment Repair & Maint	Utility Operations - General	
1028123	304	EDEN PRAIRIE FIREFIGHTER'S RELIEF ASSOC	Union Dues Withheld	Health and Benefits	
1027902	302	WINE COMPANY, THE	Liquor Product Received	Prairie View Liquor Store	
1028032	302	MINNESOTA EQUIPMENT	Equipment Repair & Maint	Fleet Operating	
282755	300	FOKKEN KYLE	Other Contracted Services	Arts	
1028067	298	CDW GOVERNMENT INC.	Operating Supplies	IT Operating	
282787	297	NINE MILE CREEK WATERSHED DISTRICT	Instructor Service	Stormwater Non-Capital	
282967	297	BLACK STACK BREWING INC	Liquor Product Received	Prairie Village Liquor Store	
283018	297	BLACK STACK BREWING INC	Liquor Product Received	Prairie View Liquor Store	
8272	296	US BANK - PAYMODE	Bank and Service Charges	Finance	
283073	296	IDN-H. HOFFMAN, INC	Supplies - Security	Ice Arena Maintenance	
283083	293	MARCO INC	Operating Supplies	IT Operating	
1027940	291	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
282661	291	TRANSUNION RISK & ALTERNATIVE DATA	Other Contracted Services	Police Sworn	
282852	290	PRYES BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
283000	289	HEADFLYER BREWING	Liquor Product Received	Den Road Liquor Store	
283030	288	MODIST BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
282541	288	STACKED DECK BREWING	Liquor Product Received	Prairie Village Liquor Store	
282571	288	STACKED DECK BREWING	Liquor Product Received	Den Road Liquor Store	
283079	288	LANO EQUIPMENT INC	Equipment Repair & Maint	Park Maintenance	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282639	288	MINNESOTA POLLUTION CONTROL AGENCY	Waste Disposal	Fleet Operating	
282732	287	ASPEN MILLS	Postage	Police Sworn	
282824	284	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
1028105	283	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
8245	281	OPTUM HEALTH	Other Contracted Services	Health and Benefits	
282563	281	OMNI BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
283077	281	LAKE COUNTRY DOOR LLC	Contract Svcs - General Bldg	Ice Arena Maintenance	
283099	280	PROP - PR	Charitable Contributions	Health and Benefits	
282656	279	ST CROIX LINEN LLC	Operating Supplies-Linens	Fire	
282799	279	ST CROIX LINEN LLC	Operating Supplies-Linens	Fire	
282948	279	ST CROIX LINEN LLC	Operating Supplies-Linens	Fire	
282957	278	TRANSUNION RISK & ALTERNATIVE DATA	Other Contracted Services	Police Sworn	
283044	277	ALTEC INDUSTRIES INC	Equipment Repair & Maint	Park Maintenance	
1027998	276	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie View Liquor Store	
1028011	275	PAUL'S TWO-WAY RADIO	Equipment Repair & Maint	Public Safety Communications	
1028059	274	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
1027895	273	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
282800	273	STAPLES ADVANTAGE	Office Supplies	Customer Service	
282855	273	STARRY EYED BREWING LLC	Liquor Product Received	Den Road Liquor Store	
1028057	272	OLSEN CHAIN & CABLE	Operating Supplies	Park Maintenance	
1028037	270	WM MUELLER AND SONS INC	Patching Asphalt	Street Maintenance	
282552	269	DOMACE VINO	Liquor Product Received	Den Road Liquor Store	
282559	268	LUPULIN BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
282816	268	BOURGET IMPORTS	Liquor Product Received	Prairie Village Liquor Store	
282972	266	HEADFLYER BREWING	Liquor Product Received	Prairie Village Liquor Store	
283006	262	MEGA BEER	Liquor Product Received	Den Road Liquor Store	
282450	260	LUPULIN BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
283005	260	LUPULIN BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
1028044	260	NEW FRANCE WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
282675	257	DOMACE VINO	Liquor Product Received	Prairie Village Liquor Store	
1028134	256	MINNESOTA EQUIPMENT	Equipment Parts	Fleet Operating	
283105	254	STAPLES ADVANTAGE	Office Supplies	Customer Service	
1028027	253	GRAINGER	Repair & Maint. Supplies	City Hall (City Cost)	
282397	253	HOHENSTEINS INC	Liquor Product Received	Prairie Village Liquor Store	
283085	252	MASTER CRAFT LABELS INC	Repair & Maint. Supplies	Emergency Management	
283012	252	RED BULL DISTRIBUTING COMPANY INC	Liquor Product Received	Den Road Liquor Store	
283037	250	WINE MERCHANTS INC	Liquor Product Received	Prairie View Liquor Store	
283047	250	ASSURED SECURITY	Supplies - General Bldg	City Center - CAM	
282476	250	BRYAN ROCK PRODUCTS INC	Gravel	Street Maintenance	
282455	249	PRYES BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
282553	249	GITCH GEAR LLC	Liquor Product Received	Den Road Liquor Store	
1028112	249	PAPER DIRECT INC	Office Supplies	Customer Service	
282965	248	ARTISAN BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282538	247	PRYES BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282751	247	DIRECTV	Cable TV	Community Center Admin	
282525	245	DOMACE VINO	Liquor Product Received	Prairie Village Liquor Store	
282802	245	SUBURBAN CHEVROLET	Equipment Parts	Fleet Operating	
282982	242	MODIST BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282498	242	METRO UPHOLSTERY	Equipment Repair & Maint	Fleet Operating	
282869	240	MAVERICK WINE LLC	Liquor Product Received	Prairie View Liquor Store	
283098	240	PETERSON COUNSELING AND CONSULTING	Health & Fitness	Fire	
1028021	240	ECM PUBLISHERS INC	Legal Notices Publishing	City Clerk	
282958	240	UNIVERSAL ATHLETIC SERVICES INC	Awards	Volleyball	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282820	239	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie Village Liquor Store	
282446	235	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie View Liquor Store	
283046	235	ASPEN MILLS	Clothing & Uniforms	Fire	
8251	234	VANCO SERVICES	Bank and Service Charges	Wastewater Accounting	
1027910	233	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
282686	231	UNMAPPED BREWING CO	Liquor Product Received	Prairie Village Liquor Store	
282472	231	ASSURED SECURITY	Other Contracted Services	Miller Park	
282703	228	OMNI BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
283023	226	HEADFLYER BREWING	Liquor Product Received	Prairie View Liquor Store	
1028138	226	REINDERS INC	Landscape Materials/Supp	Park Maintenance	
283072	226	HOME DEPOT CREDIT SERVICES	Supplies - HVAC	City Hall (City Cost)	
282598	223	ARCPPOINT LABS OF EDEN PRAIRIE	Employment Support Test	Organizational Services	
1028142	223	TWIN CITY SEED CO	Repair & Maint. Supplies	Stormwater Collection	
283033	222	RED BULL DISTRIBUTING COMPANY INC	Liquor Product Received	Prairie View Liquor Store	
1028009	219	MPX GROUP, THE	Printing	Fire	
1028113	218	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
1028012	218	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
283088	218	MINNESOTA SUPPLY COMPANY	Contract Svcs - HVAC	General Community Center	
8228	217	WORLDPAY INTEGRATED PAYMENTS	Bank and Service Charges	Prairie View Liquor Store	
282460	217	1ST SOURCE BUSINESS SUPPLIES	Supplies - Fire/Life/Safety	Facilities Operating ISF	
282710	216	WOODEN HILL BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
1028046	214	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie View Liquor Store	
282568	212	RED BULL DISTRIBUTING COMPANY INC	Liquor Product Received	Den Road Liquor Store	
1028122	212	ECM PUBLISHERS INC	Legal Notices Publishing	City Clerk	
282510	211	STATE OF MINNESOTA	Licenses, Taxes, Fees	Fleet Operating	
282469	210	ARAMARK UNIFORM AND CAREER APPAREL GROUP	Janitor Service	Den Road Liquor Store	
282731	210	ARAMARK UNIFORM AND CAREER APPAREL GROUP	Janitor Service	Den Road Liquor Store	
283045	210	ARAMARK UNIFORM AND CAREER APPAREL GROUP	Janitor Service	Den Road Liquor Store	
282504	210	PAFFY'S PEST CONTROL	Contract Svcs - Pest Control	Den Bldg. - CAM	
283058	210	COMMUNITY HEALTH CHARITIES OF MINNESOTA	Charitable Contributions	Health and Benefits	
282980	208	MEGA BEER	Liquor Product Received	Prairie Village Liquor Store	
1028103	204	NEW FRANCE WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
1027935	203	SPRINT	Cell Phones	494 Corridor Commission	
1027929	203	LANDS END CORPORATE SALES	Clothing & Uniforms	Police Sworn	
282648	202	NORTHERN TOOL	Small Tools	Fleet Operating	
1027954	202	FASTENAL COMPANY	Equipment Parts	Fleet Operating	
282983	202	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282579	200	INBOUND BREW CO	Liquor Product Received	Prairie View Liquor Store	
282783	200	MINNESOTA MUNICIPAL BEVERAGE ASSOCIATION	Conference/Training	Prairie View Liquor Store	
282823	200	INBOUND BREW CO	Liquor Product Received	Prairie Village Liquor Store	
282966	200	BERGMAN LEDGE LLC	Liquor Product Received	Prairie Village Liquor Store	
1028066	199	CAWLEY COMPANY, THE	Clothing & Uniforms	Prairie View Liquor Store	
282474	198	BAUER BUILT TIRE AND BATTERY	Tires	Fleet Operating	
282390	198	BLACK STACK BREWING INC	Liquor Product Received	Prairie Village Liquor Store	
282416	198	BLACK STACK BREWING INC	Liquor Product Received	Den Road Liquor Store	
282442	198	BLACK STACK BREWING INC	Liquor Product Received	Prairie View Liquor Store	
282719	197	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie View Liquor Store	
282527	195	HEADFLYER BREWING	Liquor Product Received	Prairie Village Liquor Store	
282554	195	HEADFLYER BREWING	Liquor Product Received	Den Road Liquor Store	
1027900	194	BELLBOY CORPORATION	Liquor Product Received	Prairie View Liquor Store	
283111	194	MINNESOTA VALLEY ELECTRIC COOPERATIVE	Electric	Wastewater Lift Station	
282529	192	INBOUND BREW CO	Liquor Product Received	Prairie Village Liquor Store	
1027961	192	TOLL GAS AND WELDING SUPPLY	Equipment Parts	Fleet Operating	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282975	190	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
282606	190	COMCAST	Internet	IT Operating	
282667	189	WILLIAMS MICHAEL	AR Utility	Water Enterprise Fund	
282520	189	BLACK STACK BREWING INC	Liquor Product Received	Prairie Village Liquor Store	
282547	189	BLACK STACK BREWING INC	Liquor Product Received	Den Road Liquor Store	
282535	188	MODIST BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1028108	187	CUSTOM HOSE TECH	Equipment Parts	Fleet Operating	
282485	186	DALCO	Lubricants & Additives	Fleet Operating	
282853	186	SHAKOPEE BREWHALL	Liquor Product Received	Den Road Liquor Store	
282532	185	LUPULIN BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1028100	182	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
1028096	181	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
282936	180	PAPCO INC	Janitor Service	City Center - CAM	
282832	180	STEEL TOE BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
1027993	180	NEW FRANCE WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
282457	177	STEEL TOE BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
282509	176	STAPLES ADVANTAGE	Clothing & Uniforms	Customer Service	
1028053	176	EICHMAN NATHAN	Canine Supplies	Fleet Operating	
1027950	175	WINE COMPANY, THE	Liquor Product Received	Prairie View Liquor Store	
282683	175	ROOTSTOCK WINE COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282707	174	STEEL TOE BREWING LLC	Liquor Product Received	Den Road Liquor Store	
1028040	174	PARLEY LAKE WINERY	Liquor Product Received	Prairie Village Liquor Store	
282508	173	SILVER STAR INDUSTRIES	Autos	Fleet - Police	
282439	168	WOODEN HILL BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
282727	168	STEEL TOE BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
282762	168	HATHAWAY BRIAN	AR Utility	Water Enterprise Fund	
282700	166	LUPULIN BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
1028034	165	STERICYCLE INC	Other Contracted Services	Police Sworn	
1028049	165	WINE COMPANY, THE	Liquor Product Received	Prairie View Liquor Store	
282670	162	BLACK STACK BREWING INC	Liquor Product Received	Prairie Village Liquor Store	
282690	162	BLACK STACK BREWING INC	Liquor Product Received	Den Road Liquor Store	
1027999	162	PARLEY LAKE WINERY	Liquor Product Received	Prairie View Liquor Store	
282569	161	SMALL LOT MN	Liquor Product Received	Den Road Liquor Store	
282423	160	GITCH GEAR LLC	Liquor Product Received	Den Road Liquor Store	
282987	160	STACKED DECK BREWING	Liquor Product Received	Prairie Village Liquor Store	
283015	160	STACKED DECK BREWING	Liquor Product Received	Den Road Liquor Store	
283036	160	STACKED DECK BREWING	Liquor Product Received	Prairie View Liquor Store	
1028075	159	GRAFIX SHOPPE	Equipment Parts	Fleet Operating	
1027959	159	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
282561	158	MEGA BEER	Liquor Product Received	Den Road Liquor Store	
282406	157	RED BULL DISTRIBUTING COMPANY INC	Liquor Product Received	Prairie Village Liquor Store	
282985	157	RED BULL DISTRIBUTING COMPANY INC	Liquor Product Received	Prairie Village Liquor Store	
282414	157	AM CRAFT SPIRITS SALES & MARKETING	Liquor Product Received	Den Road Liquor Store	
1028095	155	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie Village Liquor Store	
1027898	155	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie View Liquor Store	
282599	154	ASPEN MILLS	Clothing & Uniforms	Police Sworn	
282542	153	STEEL TOE BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
282988	153	STEEL TOE BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
283089	152	MINNESOTA TROPHIES & GIFTS	Operating Supplies	Police Sworn	
1028141	150	TWIN CITY FILTER SERVICE INC	Equipment Repair & Maint	Water Supply (Wells)	
282398	150	INDEED BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
282644	150	MR CUTTING EDGE	Repair & Maint - Ice Rink	Ice Arena Maintenance	
282849	150	MAVERICK WINE LLC	Liquor Product Received	Den Road Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282875	150	STEEL TOE BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
1028143	150	USA SECURITY	Maintenance Contracts	Water Treatment	
282463	149	AHMED SHAIK	Inspection Fee	Housing Inspections	
1027948	149	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
1027920	148	ECM PUBLISHERS INC	Legal Notices Publishing	City Clerk	
283095	147	PAFFY'S PEST CONTROL	Contract Svcs - Pest Control	General Community Center	
282998	147	DOMACE VINO	Liquor Product Received	Den Road Liquor Store	
282974	146	INBOUND BREW CO	Liquor Product Received	Prairie Village Liquor Store	
282403	144	MODIST BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282430	144	MODIST BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
282452	144	MODIST BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
1027994	144	PARLEY LAKE WINERY	Liquor Product Received	Den Road Liquor Store	
282534	142	MINNESOTA ICE SCULPTURES LLC	Liquor Product Received	Prairie Village Liquor Store	
282856	141	STEEL TOE BREWING LLC	Liquor Product Received	Den Road Liquor Store	
282506	140	PROP - PR	Charitable Contributions	Health and Benefits	
282806	140	VANLANGENDON, JEFFREY	P&R Refunds	Community Center Admin	
282583	139	LUPULIN BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
1027907	139	GREATAMERICA FINANCIAL SVCS	Postage	Customer Service	
282408	138	STEEL TOE BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
282981	137	MINNESOTA ICE SCULPTURES LLC	Liquor Product Received	Prairie Village Liquor Store	
1028130	137	KUSTOM SIGNALS INC	Equipment Repair & Maint	Police Sworn	
283022	135	DOMACE VINO	Liquor Product Received	Prairie View Liquor Store	
282845	134	INBOUND BREW CO	Liquor Product Received	Den Road Liquor Store	
283080	134	LIGHTING PLASTICS OF MN	Cleaning Supplies-Gen Bldg	City Center - CAM	
282821	132	DOMACE VINO	Liquor Product Received	Prairie Village Liquor Store	
282481	132	COMCAST	Phone/Data/Web	494 Corridor Commission	
1028052	131	CONCRETE CUTTING AND CORING	Operating Supplies	Street Maintenance	
283039	131	AAA LAMBERTS LANDSCAPE PRODUCTS INC	Landscape Materials/Supp	Park Maintenance	
282741	130	COMCAST	Cable TV	Fire	
283013	130	ROOTSTOCK WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
282577	129	GITCH GEAR LLC	Liquor Product Received	Prairie View Liquor Store	
282609	126	CORE & MAIN	Operating Supplies	Park Maintenance	
282960	124	VERIZON WIRELESS	Telephone	IT Operating	
282880	122	ALTEC INDUSTRIES INC	Equipment Parts	Street Maintenance	
1027901	122	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie View Liquor Store	
1027941	122	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1027988	122	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1027909	122	OLSON, ROBERT	Mileage & Parking	Police Sworn	
282533	122	MAVERICK WINE LLC	Liquor Product Received	Prairie Village Liquor Store	
282396	120	GITCH GEAR LLC	Liquor Product Received	Prairie Village Liquor Store	
1027925	119	GRAINGER	Repair & Maint. Supplies	Utility Operations - General	
1027947	119	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie View Liquor Store	
282620	118	HAGERT CASEY	Mileage & Parking	Youth Programs Admin	
283104	117	SNAP-ON TOOLS	Small Tools	Fleet Operating	
282640	116	MINNESOTA PRINT MANAGEMENT LLC	Office Supplies	Customer Service	
1027990	115	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
282838	114	BOURGET IMPORTS	Liquor Product Received	Den Road Liquor Store	
282680	113	MODIST BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282702	113	MODIST BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
282722	113	MODIST BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
1028072	112	ECM PUBLISHERS INC	Legal Notices Publishing	City Clerk	
282716	111	DOMACE VINO	Liquor Product Received	Prairie View Liquor Store	
283007	109	MINNESOTA ICE SCULPTURES LLC	Liquor Product Received	Den Road Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1028025	109	FRONTIER PRECISION INC	Operating Supplies	IT Operating	
282932	109	NORTHLAND CHEMICAL CORP	Operating Supplies	Fleet Operating	
1027891	106	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1027896	106	NEW FRANCE WINE COMPANY	Liquor Product Received	Den Road Liquor Store	
1028098	106	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie Village Liquor Store	
282482	105	COMMUNITY HEALTH CHARITIES OF MINNESOTA	Charitable Contributions	Health and Benefits	
282503	104	OFFICE OF MN IT SERVICES	Other Contracted Services	Police Sworn	
282738	103	COMCAST	Cable TV	Fire	
282518	102	56 BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
282545	102	56 BREWING LLC	Liquor Product Received	Den Road Liquor Store	
282835	102	56 BREWING LLC	Liquor Product Received	Den Road Liquor Store	
282964	102	AM CRAFT SPIRITS SALES & MARKETING	Liquor Product Received	Prairie Village Liquor Store	
282991	101	AM CRAFT SPIRITS SALES & MARKETING	Liquor Product Received	Den Road Liquor Store	
282413	100	56 BREWING LLC	Liquor Product Received	Den Road Liquor Store	
282865	100	INBOUND BREW CO	Liquor Product Received	Prairie View Liquor Store	
283025	100	INBOUND BREW CO	Liquor Product Received	Prairie View Liquor Store	
1028081	100	MINNESOTA EQUIPMENT	Equipment Parts	Street Maintenance	
282596	96	APCO INTERNATIONAL	Dues & Subscriptions	Police Sworn	
282699	96	JUST PLAIN WRONG BREWING CO LLC	Liquor Product Received	Den Road Liquor Store	
1028047	95	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
282945	94	SHRED RIGHT	Waste Disposal	City Hall (City Cost)	
1027917	93	BIFFS INC	Waste Disposal	Riley Lake	
282539	93	SMALL LOT MN	Liquor Product Received	Prairie Village Liquor Store	
1028005	93	FLEETPRIDE INC	Equipment Parts	Fleet Operating	
1027985	93	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie Village Liquor Store	
282410	92	URBAN GROWLER BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
282638	90	MINNESOTA BD OF PEACE OFFICER STANDARDS	Dues & Subscriptions	Police Sworn	
282473	90	BADGER METER	Repair & Maint. Supplies	Water Metering	
282480	90	COMCAST	Internet	IT Operating	
283057	90	COMCAST	Internet	IT Operating	
1027888	90	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie Village Liquor Store	
282526	89	GITCH GEAR LLC	Liquor Product Received	Prairie Village Liquor Store	
282589	89	SMALL LOT MN	Liquor Product Received	Prairie View Liquor Store	
8278	88	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Historical Culture	
282910	87	HENNEPIN COUNTY I/T DEPT	Software Maintenance	IT Operating	
8231	87	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Historical Culture	
1028097	87	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
1027904	87	CUSTOM HOSE TECH	Equipment Parts	Fleet Operating	
282739	86	COMCAST	Cable TV	Fire	
283042	86	ABRAMOVICH GENNADIY	Clothing & Uniforms	Police Sworn	
282440	84	56 BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
282409	82	UNMAPPED BREWING CO	Liquor Product Received	Prairie Village Liquor Store	
282447	80	GITCH GEAR LLC	Liquor Product Received	Prairie View Liquor Store	
282604	80	CINTAS	Operating Supplies	Park Maintenance	
282585	79	MEGA BEER	Liquor Product Received	Prairie View Liquor Store	
282789	79	PARK NICOLLET OPTICAL	Safety Supplies	Emergency Management	
282501	78	MUELLER NANO	P&R Refunds	Community Center Admin	
282830	78	SHAKOPEE BREWHALL	Liquor Product Received	Prairie Village Liquor Store	
282873	78	SHAKOPEE BREWHALL	Liquor Product Received	Prairie View Liquor Store	
1027893	78	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
282725	77	ROOTSTOCK WINE COMPANY	Liquor Product Received	Prairie View Liquor Store	
282937	77	PILGRIM DRY CLEANERS INC	Clothing & Uniforms	Police Sworn	
282684	77	SMALL LOT MN	Liquor Product Received	Prairie Village Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
283034	77	SMALL LOT MN	Liquor Product Received	Prairie View Liquor Store	
1027960	76	STOVRING, LESLIE	Mileage & Parking	Stormwater Non-Capital	
282614	75	EDEN PRAIRIE NOON ROTARY CLUB	Conference/Training	Housing and Community Service	
282786	75	MR CUTTING EDGE	Contract Svcs - Ice Rink	Ice Arena Maintenance	
282912	75	HILDI INC	Audit & Financial	Finance	
1027966	75	CITI-CARGO & STORAGE CO, INC	Other Rentals	Eden Prairie Players	
283062	74	EDEN PRAIRIE CRIME PREVENTION FUND	Charitable Contributions	Health and Benefits	
282434	72	PK BLOODY MARY CORP	Liquor Product Received	Den Road Liquor Store	
282465	72	ALTEC INDUSTRIES INC	Equipment Repair & Maint	Park Maintenance	
282993	70	BERGMAN LEDGE LLC	Liquor Product Received	Den Road Liquor Store	
282740	69	COMCAST	Cable TV	Fire	
1028007	69	MEREDITH KATE	Outreach Mileage/Parking	494 Corridor Commission	
282858	68	56 BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
1027953	68	CUSTOM HOSE TECH	Equipment Parts	Fleet Operating	
1027923	67	GINA MARIAS INC	Operating Supplies	Volunteers	
1028124	67	GINA MARIAS INC	Operating Supplies	Volunteers	
282499	66	MINNESOTA TROPHIES & GIFTS	Operating Supplies	Police Sworn	
1028008	65	METROPOLITAN FORD	Equipment Parts	Fleet Operating	
1027903	65	CONCRETE CUTTING AND CORING	Landscape Materials/Supp	Street Maintenance	
282944	63	SCHLOSSMACHER, JIM	Mileage & Parking	Police Sworn	
282904	61	FASTSIGNS	Signs	Miller Park	
8249	61	MONEY MOVERS INC	Other Contracted Services	Community Center Admin	
8234	60	SQUARE	Bank and Service Charges	Den Road Liquor Store	
1027939	59	ZIEGLER INC	Equipment Parts	Fleet Operating	
282899	59	CULLIGAN BOTTLED WATER	Corridor Comm. Misc	494 Corridor Commission	
1027928	58	JEFFERSON FIRE & SAFETY INC	Repair & Maint. Supplies	Fire	
1027958	58	OLSEN CHAIN & CABLE	Equipment Parts	Fleet Operating	
282921	57	LANO EQUIPMENT INC	Equipment Parts	Fleet Operating	
283076	56	JOHNSTONE SUPPLY	Repair & Maint. Supplies	Prairie View Liquor Store	
8222	55	PAYCHEX	Payroll Admin. Fees	494 Corridor Commission	
8250	55	PAYCHEX	Payroll Admin. Fees	494 Corridor Commission	
8267	55	PAYCHEX	Payroll Admin. Fees	494 Corridor Commission	
282607	55	COMCAST	Cable TV	Fire	
282878	54	AAA LAMBERTS LANDSCAPE PRODUCTS INC	Landscape Materials/Supp	Park Maintenance	
282637	54	MINNESOTA AIR INC	Supplies - HVAC	Park Shelters	
1027968	52	ECM PUBLISHERS INC	Legal Notices Publishing	City Clerk	
1028019	51	BOBBY & STEVE'S AUTO WORLD EDEN PRAIRIE	Equipment Repair & Maint	Police Sworn	
282894	50	COMCAST	Internet	IT Operating	
282388	50	56 BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
282811	50	WRIGHT COUNTY SHERIFF'S DEPT.	Deposits	General Fund	
282903	50	EROSION PRODUCTS LLC	Repair & Maint. Supplies	Stormwater Collection	
283093	48	NCPERS GROUP LIFE INSURANCE	PERA	Health and Benefits	
283108	48	UNITED WAY	Charitable Contributions	Health and Benefits	
282628	48	KIESLER POLICE SUPPLY INC.	Training Supplies	Police Sworn	
283060	47	CUB FOODS EDEN PRAIRIE	Operating Supplies	Police Sworn	
283094	47	OMEGA INDUSTRIES	Operating Supplies	Park Maintenance	
283056	46	COMCAST	Cable TV	Fire	
282929	46	MINNESOTA DEPT OF HEALTH	Conference/Training	Utility Operations - General	
282634	45	MCFOA	Dues & Subscriptions	City Clerk	
282646	43	NEUMANN, NEAL	Conference/Training	Softball	
1028087	42	SPRINT	Cell/Pager Plans	IT Operating	
282417	41	BOURGET IMPORTS	Liquor Product Received	Den Road Liquor Store	
282521	41	BOURGET IMPORTS	Liquor Product Received	Prairie Village Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
282860	41	BOURGET IMPORTS	Liquor Product Received	Prairie View Liquor Store	
282461	37	A TO Z RENTAL CENTER	Chemicals	Street Maintenance	
282487	36	EDEN PRAIRIE CRIME PREVENTION FUND	Charitable Contributions	Health and Benefits	
282782	35	MINNESOTA DEPT OF HEALTH	Licenses, Taxes, Fees	Concessions	
282729	34	A TO Z RENTAL CENTER	Equipment Repair & Maint	Emergency Management	
282626	34	ISC COMPANIES INC	Repair & Maint. Supplies	Water Treatment	
1027918	30	BOYER TRUCKS	Equipment Parts	Fleet Operating	
1027911	28	ROCKEY, JOSH	Mileage & Parking	Senior Center Admin	
282911	25	HENNEPIN COUNTY TREASURER	Software Maintenance	IT Operating	
283106	25	STATE OF MINNESOTA	Autos	Fleet - Police	
282491	25	HEALY, STEPHEN	Deposits	General Fund	
1028114	25	ROCKEY, JOSH	Mileage & Parking	Senior Center Admin	
282514	24	UNITED WAY	Charitable Contributions	Health and Benefits	
282895	23	COMCAST	Other Contracted Services	Police Sworn	
282930	23	MINNESOTA DEPT OF HEALTH	Conference/Training	Utility Operations - General	
1028062	22	TOLL GAS AND WELDING SUPPLY	Repair & Maint. Supplies	Water Distribution	
282658	21	STATE OF MINNESOTA	Miscellaneous	DWI Forfeiture	
8263	20	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Arts	
8282	20	SAGE PAYMENT SOLUTIONS	Bank and Service Charges	Arts	
282748	20	DAYROBB BATTERIES PLUS	Repair & Maint. Supplies	Fire	
1028014	20	SPOK, INC.	Cell/Pager Plans	IT Operating	
283102	17	SHRED RIGHT	Waste Disposal	City Hall (City Cost)	
1028006	15	LEONARD, MICHELLE	Outreach Mileage/Parking	494 Corridor Commission	
282770	14	I-STATE TRUCK CENTER	Equipment Parts	Fleet Operating	
282950	14	STATE OF MINNESOTA	Licenses, Taxes, Fees	Fleet Operating	
282610	14	CUB FOODS EDEN PRAIRIE	Operating Supplies	Police Sworn	
282778	14	MARCINEK ANTHONY	P&R Refunds	Community Center Admin	
282801	14	STEPHENS LAURA	P&R Refunds	Community Center Admin	
282951	14	STEPHENS LAURA	P&R Refunds	Community Center Admin	
282641	13	MINNESOTA TROPHIES & GIFTS	Operating Supplies	Police Sworn	
8281	12	NCR PAYMENT SOLUTIONS,PA, LLC	Bank and Service Charges	Liquor Store Delivery	
282747	11	CUB FOODS EDEN PRAIRIE	Operating Supplies	Police Sworn	
282756	10	GALLS LLC	Clothing & Uniforms	Volunteers	
282784	10	MINNESOTA VALLEY ELECTRIC COOPERATIVE	Electric	Riley Creek Woods	
1028024	7	FERRELLGAS	Equipment Parts	Fleet Operating	
8223	7	I-494 CORRIDOR COMMISSION	Wages and Benefits	494 Corridor Commission	
282602	7	CEF EP COMMUNITY SOLAR LLC	Electric	Facilities Operating ISF	
1028010	7	NELSON, ROBIN	Outreach Mileage/Parking	494 Corridor Commission	
282488	5	EDEN PRAIRIE FOUNDATION	Charitable Contributions	Health and Benefits	
283063	5	EDEN PRAIRIE FOUNDATION	Charitable Contributions	Health and Benefits	
283064	5	EDEN PRAIRIE FOUNDATION	Charitable Contributions	Health and Benefits	
282742	4	COMCAST	Other Contracted Services	Police Sworn	
282515	1	WINSUPPLY EDEN PRAIRIE MN CO	Operating Supplies	Traffic Signals	
	6,840,777	Grand Total			

City of Eden Prairie
Purchasing Card Payment Report
6/15/2021

Amount	Account Description	Business Unit
9,495	Other Revenue	General Fund
2,752	Operating Supplies	Fire
1,100	Operating Supplies	Park Maintenance
949	Capital Under \$25,000	Fitness Classes
947	Operating Supplies	Playgrounds
860	Operating Supplies	Tennis
800	Small Tools	Fire
800	Operating Supplies	Tennis
775	Bank and Service Charges	Prairie View Liquor Store
771	Equipment Repair & Maint	Park Maintenance
649	Small Tools	Fire
597	Tuition Reimbursement/School	Police Sworn
591	Dues & Subscriptions	Sustainable Eden Prairie
549	Licenses, Taxes, Fees	Fitness Classes
512	Training Supplies	Police Sworn
501	Autos	Fleet - Police
475	Operating Supplies	Police Sworn
450	Advertising	Community Center Admin
420	Conference/Training	Finance
392	Operating Supplies	Tennis
387	Repair & Maint. Supplies	Utility Operations - General
385	Operating Supplies	Fire
379	Operating Supplies	Playgrounds
364	Repair & Maint. Supplies	Police (City Cost)
359	Tuition Reimbursement/School	Police Sworn
350	Dues & Subscriptions	Concessions
349	Signs	Tree Disease
342	Operating Supplies	Theatre Initiative
327	Operating Supplies	Police Sworn
300	Conference/Training	Planning
300	Repair & Maint. Supplies	Water Treatment
300	Other Contracted Services	Liquor Store Delivery
299	Dues & Subscriptions	Economic Development
293	Miscellaneous	City Council
288	Equipment Parts	Fleet Operating
287	Operating Supplies	Police Sworn
282	Operating Supplies	Pool Operations
280	Clothing & Uniforms	Police Sworn
280	Clothing & Uniforms	Police Sworn
279	Other Contracted Services	City Center - CAM
273	Conference/Training	Pool Operations
237	Operating Supplies	Police Sworn

Amount	Account Description	Business Unit
235	Tuition Reimbursement/School	Police Sworn
235	Tuition Reimbursement/School	Police Sworn
227	Operating Supplies	Special Initiatives
226	Miscellaneous	Police Sworn
215	Operating Supplies	Police Sworn
204	Miscellaneous	City Council
203	Operating Supplies	Playgrounds
200	Testing	Water Treatment
200	Conference/Training	Pool Operations
199	Tuition Reimbursement/School	Police Sworn
199	Tuition Reimbursement/School	Police Sworn
199	Tuition Reimbursement/School	Police Sworn
195	Other Contracted Services	Park Maintenance
186	Operating Supplies	Police Sworn
185	Office Supplies	Police Sworn
184	Miscellaneous	City Council
180	Operating Supplies	Park Maintenance
179	Training Supplies	Police Sworn
177	Operating Supplies	Arts Center
175	Tuition Reimbursement/School	Police Sworn
173	Repair & Maint. Supplies	Franlo Park
165	Operating Supplies	Police Sworn
162	Miscellaneous	City Council
157	Employee Award	Organizational Services
152	Operating Supplies	Police Sworn
151	Signs	Tree Disease
150	Software/Hardware Maint.	IT Operating
149	Video & Photo Supplies	Fire
148	Travel Expense	Fire
146	Operating Supplies	Police Sworn
144	Licenses, Taxes, Fees	Economic Development
142	Equipment Repair & Maint	Wasterwater Collection
138	Operating Supplies	Street Maintenance
136	Training Supplies	Police Sworn
135	Operating Supplies	Lesson Skills Development
130	Operating Supplies	Park Maintenance
130	Conference/Training	Engineering
129	Conference/Training	IT Operating
129	Tuition Reimbursement/School	Police Sworn
129	Conference/Training	Economic Development
126	Operating Supplies	Summer Theatre
125	Conference/Training	Utility Operations - General
122	Operating Supplies	Police Sworn
122	Office Supplies	Police Sworn
112	Travel Expense	Fire
105	Dues & Subscriptions	Assessing

Amount	Account Description	Business Unit
103	Operating Supplies	Arts Center
102	Operating Supplies	Arts Center
100	Licenses, Taxes, Fees	Fitness Classes
99	Training	Fire
95	Repair & Maint. Supplies	Stormwater Collection
94	Operating Supplies	Pool Operations
94	Operating Supplies	IT Operating
90	Software/Hardware Maint.	Fire
90	Operating Supplies	Pool Operations
87	Equipment Repair & Maint	Fitness Classes
86	Small Tools	Fleet Operating
86	Repair & Maint. Supplies	City Hall (City Cost)
85	Operating Supplies	Police Sworn
85	Operating Supplies	Engineering
84	Operating Supplies	Special Initiatives
82	Office Supplies	Police Sworn
80	Equipment Parts	Fleet Operating
80	Signs	Tree Disease
79	Operating Supplies	Outdoor Center
77	Operating Supplies	Park Maintenance
75	Autos	Fleet - Police
75	Tuition Reimbursement/School	Police Sworn
75	Tuition Reimbursement/School	Police Sworn
75	Tuition Reimbursement/School	Police Sworn
75	Tuition Reimbursement/School	Police Sworn
75	Dues & Subscriptions	Police Sworn
73	Operating Supplies	Police Sworn
70	Licenses, Taxes, Fees	Park Maintenance
70	Other Contracted Services	Organizational Services
69	Operating Supplies	Fire
69	Equipment Repair & Maint	Prairie Village Liquor Store
61	Operating Supplies	Playgrounds
61	Equipment Parts	Fleet Operating
60	Training	Fire
60	Dues & Subscriptions	Utility Operations - General
60	Conference/Training	Youth Programs Admin
59	Operating Supplies	Senior Center Admin
59	Operating Supplies	Senior Center Admin
59	Operating Supplies	Fire
59	Clothing & Uniforms	Fire
58	Operating Supplies	Recycle Rebate
57	Operating Supplies	Special Initiatives
55	Process Control Equipment	IT Operating
52	Operating Supplies	Fire
52	Equipment Repair & Maint	Police Sworn
50	Small Tools	Fleet Operating

Amount	Account Description	Business Unit
50	Conference/Training	Senior Center Admin
50	Conference/Training	Senior Center Admin
50	Tuition Reimbursement/School	Police Sworn
50	Clothing & Uniforms	Police Sworn
50	Computers	IT Operating
48	Other Contracted Services	Park Maintenance
48	Office Supplies	Fire
47	Repair & Maint. Supplies	Maintenance Facility
47	Operating Supplies	Fitness Classes
46	Operating Supplies	New Adaptive
45	Office Supplies	Police Sworn
44	Computers	Recreation Admin
44	Operating Supplies	Arts Center
43	Repair & Maint. Supplies	Utility Operations - General
40	Special Event Fees	Senior Center Programs
40	Operating Supplies	Police Sworn
39	Other Contracted Services	Organizational Services
39	Office Supplies	Park Maintenance
39	Operating Supplies	Senior Center Admin
38	Video & Photo Supplies	Finance
37	Operating Supplies	Summer Theatre
37	Operating Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
37	Training Supplies	Police Sworn
36	Operating Supplies	Outdoor Center
35	Training Supplies	Fire
35	Licenses, Taxes, Fees	Park Maintenance
35	Licenses, Taxes, Fees	Park Maintenance
34	Operating Supplies	Outdoor Center
33	Software/Hardware Maint.	IT Operating
33	Motor Fuels	Fleet Operating
33	Small Tools	Street Maintenance
32	Operating Supplies	Arts Center
30	Equipment Parts	Fleet Operating
30	Equipment Parts	Fleet Operating
30	Computers	IT Operating
29	Operating Supplies	Engineering
28	Operating Supplies	Special Initiatives

Amount	Account Description	Business Unit
28	Patching Asphalt	Street Maintenance
27	Equipment Parts	Fleet Operating
26	Operating Supplies	Arts Center
26	Dues & Subscriptions	Fire
26	Operating Supplies	Special Initiatives
26	Repair & Maint. Supplies	Water Distribution
26	Office Supplies	Police Sworn
25	Repair & Maint. Supplies	Park Maintenance
25	Operating Supplies	Outdoor Center
24	Cleaning Supplies	Sustainable Eden Prairie
23	Operating Supplies	Arts Center
23	Equipment Repair & Maint	Fitness Classes
23	Operating Supplies	Pool Lessons
23	Employee Award	Organizational Services
22	Operating Supplies	Outdoor Center
21	Operating Supplies	Senior Center Admin
21	Equipment Parts	Fleet Operating
20	Operating Supplies	Park Maintenance
20	Training	Fire
20	Conference/Training	Housing and Community Service
20	Operating Supplies	Fitness Classes
20	Operating Supplies	Park Maintenance
19	Travel Expense	Fire
19	Clothing & Uniforms	Summer Theatre
19	Operating Supplies	Police Sworn
17	Operating Supplies	Outdoor Center
17	Operating Supplies	Fleet Operating
16	Operating Supplies	Special Initiatives
16	Operating Supplies	Outdoor Center
16	Conference/Training	Housing and Community Service
15	Conference/Training	Planning
15	Operating Supplies	Fitness Center
14	Equipment Parts	Fleet Operating
14	Operating Supplies	Arts Center
14	Equipment Parts	Fleet Operating
14	Operating Supplies	Volunteers
14	Operating Supplies	Arts Center
14	Postage	Utility Operations - General
14	Operating Supplies	Summer Theatre
13	Lab Supplies	Water Treatment
13	Training Supplies	Fire
13	Office Supplies	Arts Center
12	Operating Supplies	IT Operating
12	Operating Supplies	Arts Center
11	Office Supplies	Fire
11	Operating Supplies	Arts Center

Amount	Account Description	Business Unit
11	Safety Supplies	Fitness Classes
11	Operating Supplies	Staring Lake Concert
11	Operating Supplies	Pool Operations
10	Licenses, Taxes, Fees	Fleet Operating
9	Operating Supplies	Park Maintenance
9	Operating Supplies	Senior Center Admin
8	Dues & Subscriptions	Police Sworn
8	Operating Supplies	Fitness Admin.
8	Repair & Maint. Supplies	Utility Operations - General
7	Operating Supplies	Park Maintenance
6	Operating Supplies	Fitness Classes
5	Employee Award	Organizational Services
5	Dues & Subscriptions	Police Sworn
5	Operating Supplies	Specialty Fitness Programs
5	Licenses, Taxes, Fees	Fleet Operating
5	Licenses, Taxes, Fees	Fleet Operating
5	Operating Supplies	Senior Center Admin
4	Bank and Service Charges	Customer Service
4	Repair & Maint. Supplies	Utility Operations - General
4	Operating Supplies	Prairie Village Liquor Store
4	Dues & Subscriptions	Police Sworn
3	Office Supplies	Police Sworn
-2	Equipment Repair & Maint	Fitness Classes
-6	Equipment Repair & Maint	Fitness Classes
-26	Office Supplies	Police Sworn
-94	Operating Supplies	IT Operating
-168	Conference/Training	Pool Operations
-205	Miscellaneous	City Council
-500	Deposits	General Fund
-531	Deposits	General Fund
-860	Operating Supplies	Tennis
42,795	Report Total	

CITY COUNCIL AGENDA		DATE:
SECTION: Ordinances and Resolutions		June 15, 2021
DEPARTMENT / DIVISION:	ITEM DESCRIPTION:	ITEM NO.:
Rick Getschow City Manager	Adopt Resolution Terminating Local Emergency	XI.A.

Requested Action

Move to: Adopt Resolution Terminating Local Emergency

Synopsis

In response to the COVID-19 pandemic, on March 16, 2020 the Mayor declared a local emergency pursuant to Minnesota Statutes Section 12.29, and the City Council extended the local emergency on March 17, 2020 by adopting Resolution No. 2020-47. The local emergency declaration and resolution authorized the City to take all action necessary to respond to the emergency and permitted the execution of emergency agreements and contracts outside of normal purchasing, competitive bidding, and other statutory requirements.

The recent availability and prevalence of highly effective vaccines for COVID-19 has greatly reduced the risk posed by the virus, and the state positivity rate continues to fall.

The City no longer requires the emergency powers provided by law in order to effectively respond to any continuing impacts of the pandemic. Staff recommends approval of the attached resolution terminating the local emergency.

The resolution also provides that meetings subject to the Open Meeting Law, including meetings of the City Council as well as City boards and commissions, will now be held in person unless criteria for remote participation are met as provided in Minnesota Statutes Sections 13D.02 or 13D.021.

Attachment

Resolution

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

RESOLUTION NO. 2021-

**A RESOLUTION ENACTED PURSUANT TO MINNESOTA STATUTES SECTION 12.29
TERMINATING LOCAL EMERGENCY**

WHEREAS, on March 16, 2020, Ronald A. Case, the Mayor of the City of Eden Prairie, Minnesota, issued a Proclamation and Declaration of Local Emergency declaring a local emergency in the City of Eden Prairie in response to the COVID-19 health pandemic;

WHEREAS, on March 17, 2020, the City Council of the City of Eden Prairie found that extension of the local emergency was needed in order to protect the health, safety and welfare of the City and therefore adopted Resolution No. 2020-47 extending the period of local emergency until further action of the Council;

WHEREAS, the availability and prevalence of an effective vaccine for COVID-19 has greatly reduced the risk to the public and to individuals posed by the health pandemic; and

WHEREAS, the City Council has determined that it is no longer necessary for the City to exercise the extraordinary powers granted to it during a period of local emergency under Minnesota Statutes §§ 12.29 and 12.37 and Eden Prairie City Code § 2.87.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDEN PRAIRIE:

1. The local emergency as declared by the Mayor's Proclamation and Declaration of Local Emergency dated March 16, 2020 and extended by City Council Resolution No. 2020-47 is hereby terminated.
2. As of the date of this resolution, all meetings of the City Council, Planning Commission, and other City advisory boards and commissions will be held in person unless remote participation is permitted under Minnesota Statutes §§ 13D.02 or 13D.021.

ADOPTED by the City Council of the City of Eden Prairie this 15th day of June, 2021.

Ronald A. Case, Mayor

ATTEST:

Kathleen Porta, City Clerk

CITY COUNCIL AGENDA		DATE
SECTION: Appointments		June 15, 2021
DEPARTMENT	ITEM DESCRIPTION	ITEM NO.
Rick Getschow City Manager	Student on Commissions Appointments for the 2021-2022 School Year	XIII.A.

Requested Action

Move to:

- Appoint to the **Flying Cloud Airport Advisory Commission** –
- Appoint to the **Heritage Preservation Commission** –
- Appoint to the **Human Rights and Diversity Commission** –
- Appoint to the **Parks, Recreation, and Natural Resources Commission** –
- Appoint to the **Sustainability Commission** –

Synopsis

Applications for Students on Commissions positions were accepted from mid-April to the end of May. More than 40 applications were received this year, and there were more applicants than spots available on Commissions. Commission Staff Liaisons reviewed the applications. The appointment recommendations are based on the students' stated Commission preferences and the quality of their applications.

An orientation session will be held in late August.

Background Information

In 1992, the City Council initiated a program to provide student residents in Eden Prairie with the opportunity to serve on City Commissions as non-voting members. The program has grown and changed over time to reflect modifications made to the City's Commissions, the addition of Commissions eligible for student appointments, and the desire to include more students in the program.

CITY COUNCIL AGENDA		DATE:
SECTION: Report of the Community Development Director		June 15, 2021
DEPARTMENT/DIVISION: Community Development/Planning Janet Jeremiah/ Sarah Strain	ITEM DESCRIPTION: Highland Oaks Development Agreement Amendment #2	ITEM NO.: XIV.C.1.

Requested Action

Move to: Deny the application for an Amendment to the Development Agreement;
OR
Direct Staff to Prepare an Amendment to the Development Agreement reflecting the Council’s preference for tree removal and meet City staff recommendations for tree replacement.

Synopsis

The Highland Oaks Development Agreement was originally approved by the City Council on October 15, 2019. During the development review process, there was substantial discussion regarding the opportunity to save additional trees beyond what was initially proposed. Prior to final approval, the plans were revised to save additional trees including Tree No. 142, which is a 53 inch oak tree.

On August 18, 2020, City Council approved the First Amendment to the Development Agreement for Highland Oaks. The First Amendment approved the removal of five (5) significant trees that were originally proposed to be saved. In the initial Development Agreement Amendment request, the developer asked to remove Tree No. 142. Staff did not recommend removal of Tree 142 due to the amount of public input on the impacts of removing the tree. Staff recommended removal and inch for inch replacement of the other five (5) trees requested to be removed.

The applicant of the current Development Agreement Amendment request, the owner of the lot and new home being constructed, is requesting that the Development Agreement plans be amended to remove Tree Nos. 141 and 142 and provide replacement on an inch for inch basis. The applicant has also requested to remove an insignificant ash tree. Per City Code requirements, the trees that are smaller than 12 caliper inches are not considered significant and do not require replacement. The ash tree does not need to be part of this Development Agreement Amendment request and can be removed from the property whether or not the Development Agreement Amendment is approved. The applicant has shared that it is not practical to remove Tree 141 and the insignificant ash tree without removing Tree 142 due to the layout of the site.

Staff has reviewed the proposed removal of Tree Nos. 141 and 142 and the associated replacement plan. The proposed replacement plan provides 25 caliper inches of trees. This is 43

caliper inches short of the 68 caliper inches that would be required if Trees 141 and 142 were removed. Additional inches can be added to make up a portion of this deficit by increasing the sizes of the existing trees, planting additional trees, or some combination thereof. However, there is not a sustainable option for the applicant to replace all 68 caliper inches on the property. Even if additional trees were added and the sizes of the proposed trees increases, there will still be a deficit of caliper inches on the site. Should City Council choose to approve tree removal, Staff recommends the tree replacement plan be amended to increase the number of caliper inches replaced on the site to reduce the amount of caliper inches that will be lost.

Due to the amount of public input on the impacts of removing Tree No. 142, the good condition of Tree Nos. 141 and 142, and a proposed tree replacement plan that does not replace all of the caliper inches required by the Development Agreement, City Staff does not recommend approval of the Development Agreement Amendment request to remove Tree Nos. 141 and 142. Both trees are part of a larger stand of trees that has been reviewed on multiple occasions with the intention to preserve the tree stand. Both Tree No. 141 and 142 are in good condition. The insignificant ash tree can be removed from the property without a Development Agreement Amendment and maintain consistency with the approved Development Agreement for the site and City Code requirements.

Attachments

1. Project Narrative
2. Sathre-Bergquist Summary of Benefits of proposed tree removal
3. Proposed Tree Replacement Plan
4. Photos of Site
5. Premium Tree Protection review of proposed tree removal

Development Agreement Amendment Application

Received - Planning Dept

MAY 21 2021

Development Name: Highland Oaks

Location: Lot 6, Block 1 - 13180 Mills Circle, Eden Prairie, MN 55346 ("Lot")

City of Eden Prairie

Applicant: Terrance Brown, Owner

This Development Agreement Amendment Application is being submitted to obtain Eden Prairie City Council approval to amend the Tree Inventory and Tree Replacement plan for Lot 6, Block 1 of the Highland Oaks Development Agreement dated October 15, 2019.

Specifically, approval is being sought to remove three trees, # 142 Burr Oak, #141 Burr Oak and a non-inventoried Ash, all located on the south portion of my Lot to address two separate issues: 1) To complete the necessary landscaping action to provide for proper drainage and 2) To improve access to this portion of my Lot to allow for the planting of new evergreen trees that will provide screening between my house and the house to be built on the adjacent Lot 5 and the existing houses to the south of my property on Beehive Court.

With regard to Issue #1, the current contour of this portion of my Lot sits much higher than the remainder of the Lot impeding water flow as designed by the developer. It is recommended by an engineering firm and the landscape firm working on this project that this portion of the Lot should be sculpted to allow for the proper drainage which requires removal of Tree 142 and Tree 141 as the root systems of these trees would be exposed and damaged in the sculpting process.

Additionally, this sculpting will eliminate the need for installing retaining walls and the subsequent maintenance of them. Also, a more natural terrain will be established allowing for easier access to this portion of my Lot.

Included in this Application packet is a summary of the expected benefits of this action as prepared by Sathre – Bergquist, Inc. which is the firm that has completed the engineering work on the Highland Oaks development

In regards to Issue #2, Tree 142 stands in a narrow inlet on my Lot and a 3-4 ft drop off on Lot 5. Without the removal of Tree 142 and the proposed land sculpting, access to this portion of my Lot is limited and there is no way for me to have the proposed new evergreen trees spaded in to provide the screening between my house and adjacent houses. I am also seeking approval to remove a non-inventoried Ash tree that is located in the area where the proposed new trees would be planted.

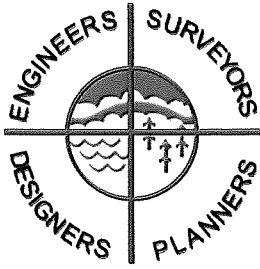
Included in this application are two drawings, one that indicates the current Tree Inventory on this portion of my Lot, with an "X" on the Trees to be removed and one that depicts the proposed new tree planting plan. There are also several photographs included that depict where Trees 142 and 141 stand on the Lot from a few different viewpoints.

While this submission includes various notes, drawings and photographs, a more complete view of the current situation and planned actions could be obtained during a site visit. I am more than willing to host interested City Staff members and City Council Members at the site to provide further clarification of the issues and proposed actions to facilitate the review of this Amendment Application.

Thank you for taking the time to review my Development Agreement Amendment Application.

A handwritten signature in black ink, appearing to read "Terrance Brown". The signature is written in a cursive style with a large initial "T".

Terrance Brown



SATHRE-BERGQUIST, INC.

150 SOUTH BROADWAY, WAYZATA, MINNESOTA, 55391

TEL:(952)476-6000

FAX:(952)476-0104

WEB:WWW.SATHRE.COM

To: Terrance Brown
From: Robert S. Molstad, P.E.

Date: May 20, 2021

Subject: Tree #141 and #142 Removal – Lots 6, Block 1 Highland Oaks

Received - Planning Dept

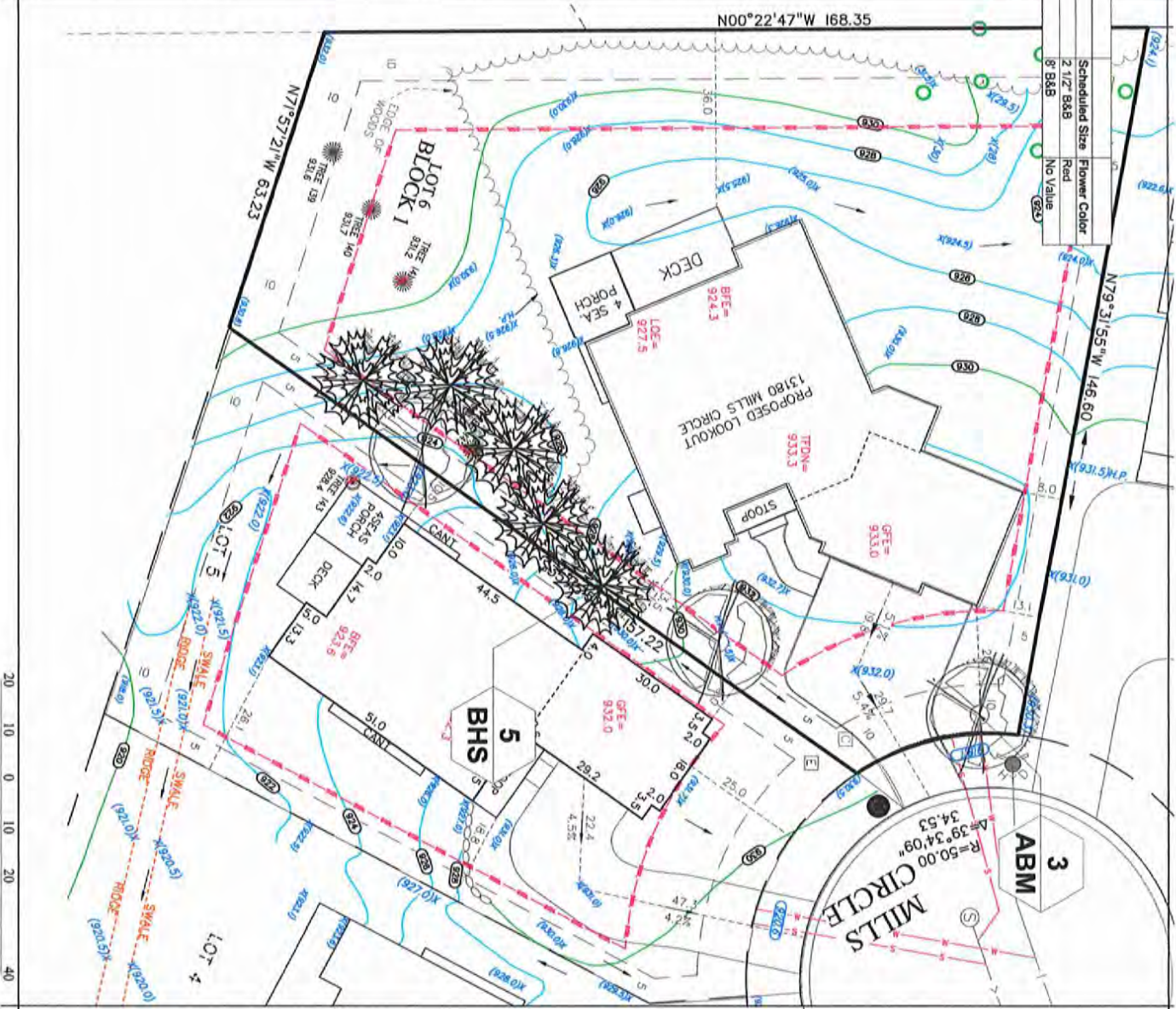
MAY 21 2021

City of Eden Prairie

Benefits of Tree Removal -

- Improved Drainage
 - Removal of additional trees will create better drainage between the homes.
 - Side yard swale can be graded in a typical manner.
 - Smoother grade transitions between homes.
 - Easier lawn maintenance.
 - Better rear yard access between homes
- Retaining Walls
 - Eliminates the need for retaining walls between the homes.
 - No possible wall failure issues.
 - No retaining wall maintenance.
 - No safety concerns over the heights of the walls.
- Possible Tree or Home Damage
 - No future drantile damage from tree roots.
 - Future tree damage from windstorms is eliminated.
- House Improvements
 - Creates more natural look between the homes, the existing trees sit up higher.
 - More usable yard space.
 - Additional landscaping options
 - More green space for outdoor activities
 - Better visual appearance.

Plant List	Common Name	Scheduled Size	Flower Color
ID	Qty	2 1/2" B&B	Red
ABM	3 Autumn Blaze Maple	8' B&B	No Value
BHS	5 Black Hills Spruce		



20 10 0 10 20 40

PROPOSED TREE ADDITIONS

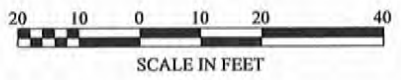
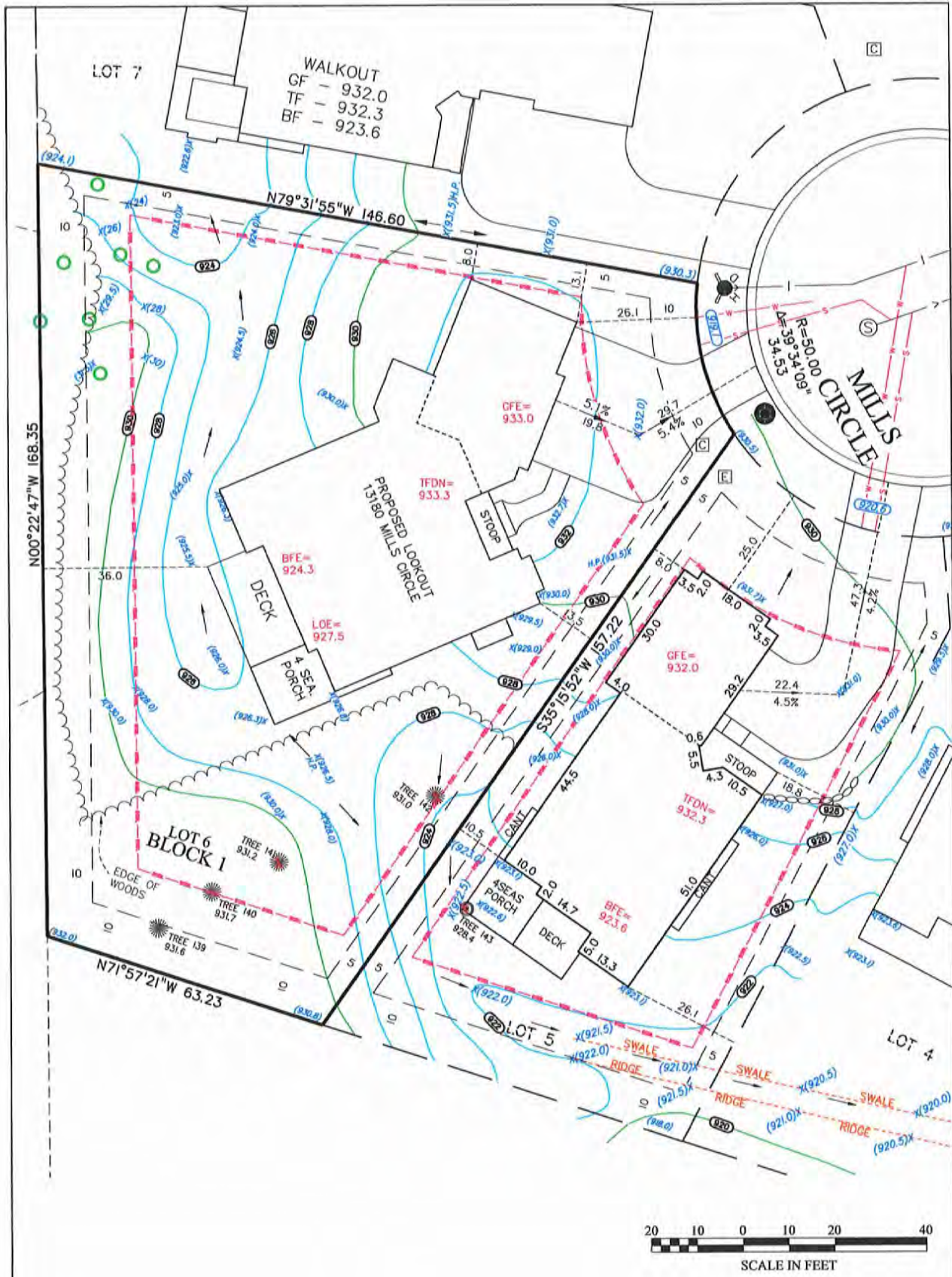
LOTS 5 & 6
 HIGHLAND OAKS
 EDEN PRAIRIE, MN 55344

PLAN INFORMATION
 ID# 0221016
 1785 West County Road 42
 Shakopee, MN 55379
 (952) 496-3105
 WWW.MINGREEN.COM



1" = 10'

BR	05/19/2021
BR	05/21/2021




SATHRE-BERGQUIST, INC.
 150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

Section 10 - Township 116 - Range 022
LOT 6 EXHIBIT
 PREPARED FOR
WOODDALE BUILDERS

JOB #: 9745-106
 FIELD CREW:
 DRAWN BY: ML
 CHECKED BY: DLS
 DATE: 05-18-21

REVISIONS



TREE 142

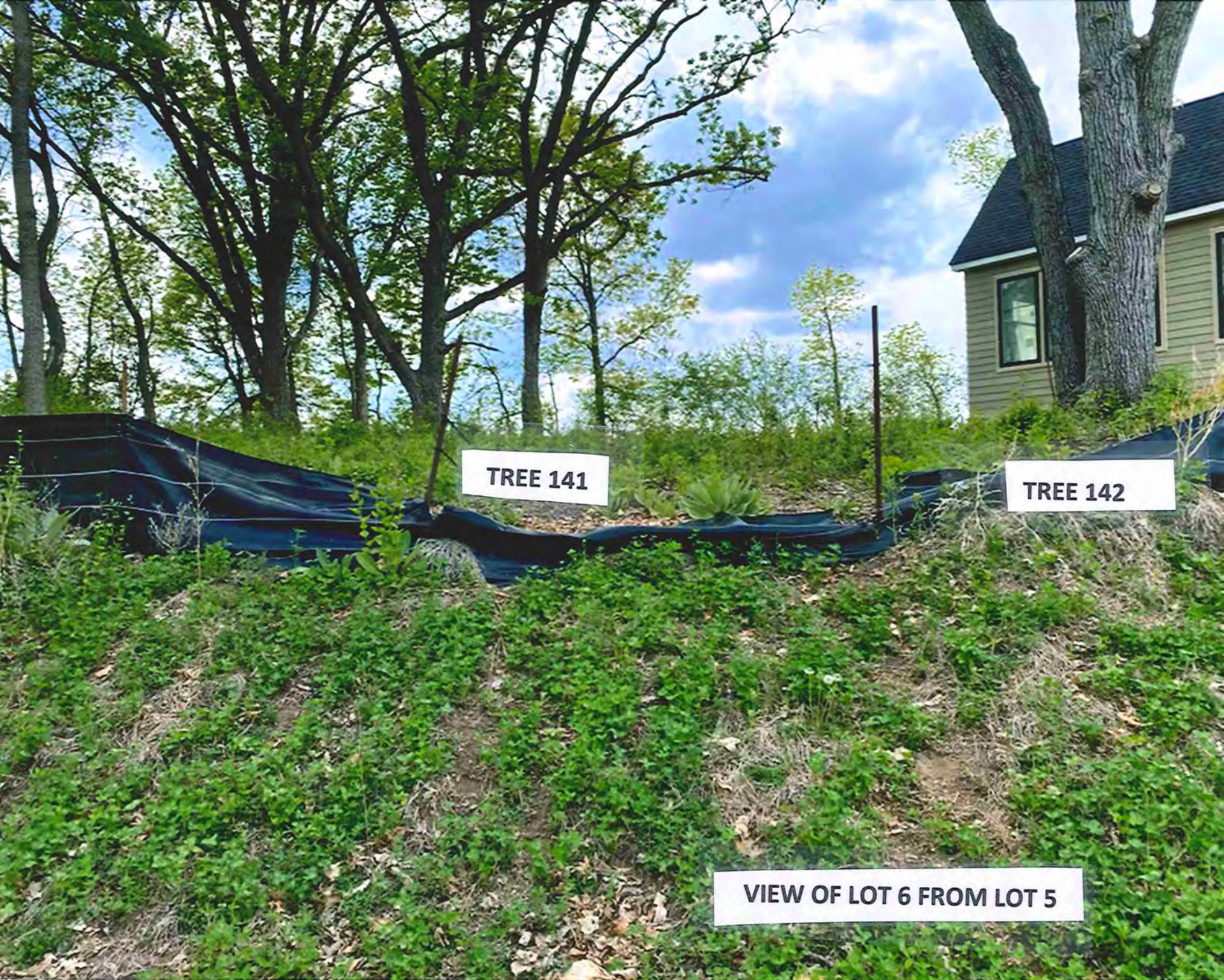


BASE OF TREE 142



<LOT 5

TREE 142>



TREE 141

TREE 142

VIEW OF LOT 6 FROM LOT 5

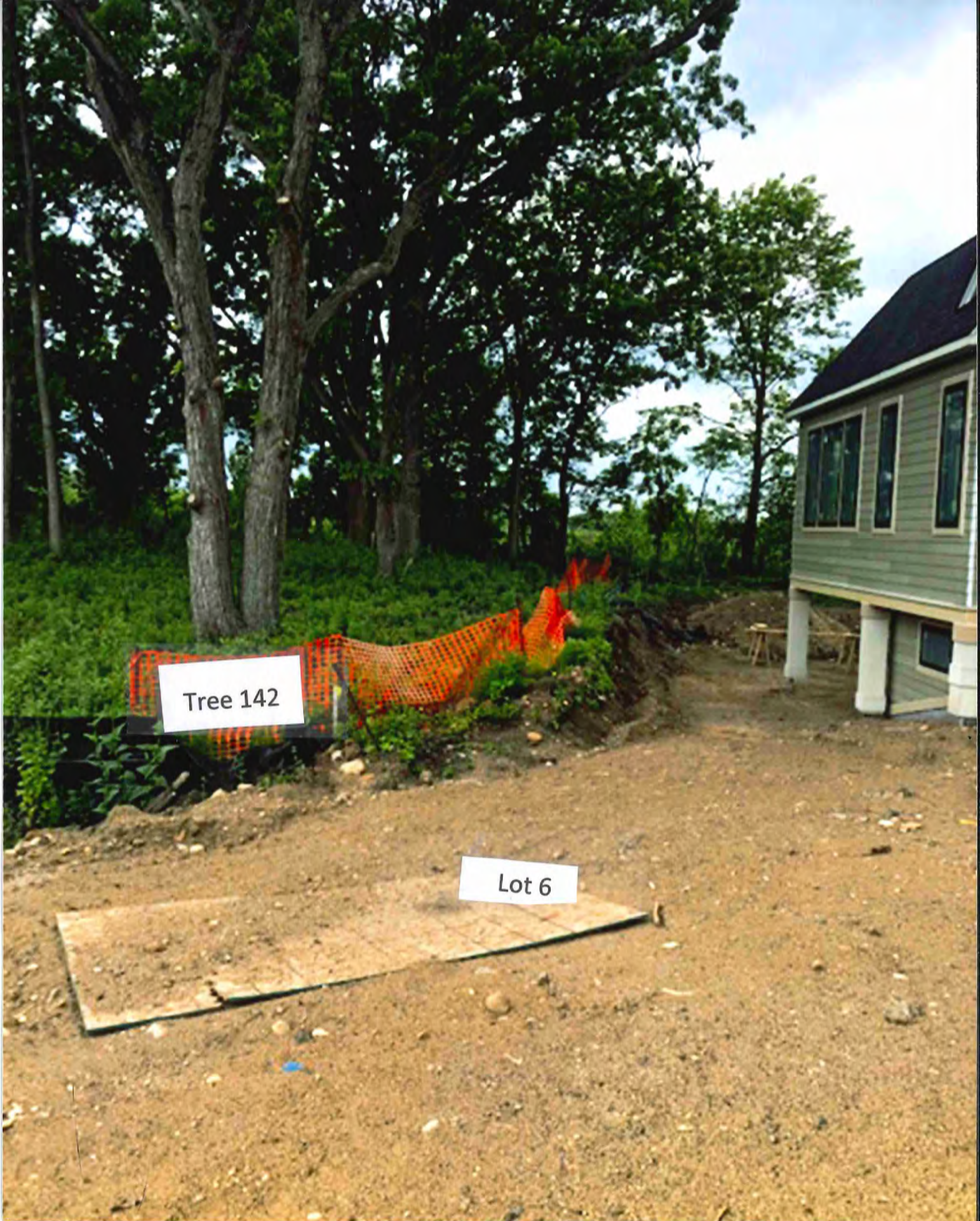


TREE 141



NON INVENTORIED ASH TREE





Tree 142

Lot 6



<Area to be sculpted for appropriate drainage

Lot 6

MAY 21 2021

City of Eden Prairie



805 Pierce Butler Route, St. Paul, MN 55104

The following is my summary from on-site tree consultation at 13180 Mills Circle on April 29, 2021.

Tree #142 is a 3-stem bur oak tree with the largest stem measuring 22" dbh (diameter breast height, measured at 4.5' above ground). The forestry standard we use is; if a multiple stemmed tree splits into individual stems below dbh, they are considered to be individual trees. Therefore, I would identify tree #142 as three individual trees, all which have dbh's less 32". You mentioned on site that the City of Eden Prairie has identified tree #142 as a "Heritage Tree". It is my understanding that the city defines a Heritage Tree as a hardwood tree with a dbh of greater than 32". Therefore, per my opinion, Tree #142 does not classify as a heritage tree.

As far as the biological condition of tree #142, it appears to be healthy, but there is evidence of trunk decay beginning near storm damaged branch junctions or where dead limbs have been removed in the past, which could make them prone to future trunk failure.

Tree #141 is a single-stem bur oak measuring about 12" dbh. This tree is located under the crown of tree #140 (another nearby bur oak tree), as well as under the crown of tree #142. Because of this close proximity to the larger tree #140 and #142, tree #141 has been and is experiencing suppressed growth.

Gregg Hove
Consulting Arborist
Premium Tree Protection