

AGENDA

CITY COUNCIL WORKSHOP & OPEN PODIUM

TUESDAY, MAY 21, 2024

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 Matt Sackett, Fire Chief Scott Gerber, Public Works Director Robert Ellis, Community Development Director Julie Klima, Parks and Recreation Director Amy Markle, Administrative Services/HR Director Alecia Rose, Communications Manager Joyce Lorenz, City Attorney Maggie Neuville, and Recorder Sara Aschenbeck

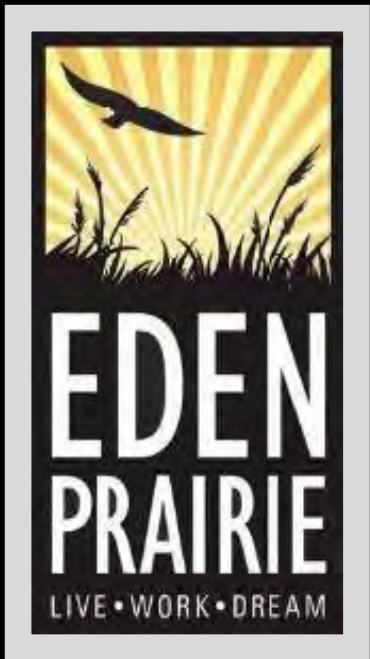
Workshop - Heritage Rooms I and II (5:30)

I. CITY CENTER/POLICE REMODEL

Open Podium - Council Chamber (6:30)

II. OPEN PODIUM

III. ADJOURNMENT



Police Department Renovation

City Council Update | May 21, 2024



AGENDA

Introductions

Project Goals

Space Program

Concept Plan

Cost Estimates

Next Steps



PROJECT GOALS



PROJECT GOALS

- Meet 20-year Police operational needs with room for growth
- Provide indoor parking for Police squads
- Improve wayfinding and identity of the Police Department
- Improve the working environment for recruitment and staff health/wellness
- Improve workspaces and operational flow
- Secure outdoor parking for police staff
- Relocate all city department offices and meeting spaces to one level



SPACE PROGRAM



SPACE NEEDS ASSESSMENT – POLICE DEPARTMENT

SUMMARY		PERSONNEL			SPACE NEEDS			COMMENTS
		2024 CURRENT STAFFING	10-YEAR PROPOSED NEED	20-YEAR PROPOSED NEED	2024 CURRENT NEEDED	10-YEAR PROPOSED NEED	20-YEAR PROPOSED NEED	
Divisions								
1.00	ADMINISTRATION	7	7	7	2,165	2,165	2,165	
2.00	SUPPORT SERVICES	12	14	14	2,919	3,005	3,005	
3.00	PATROL	47	53	59	4,547	4,595	4,874	
4.00	INVESTIGATIONS	18	24	25	3,834	4,698	4,833	
5.00	DISPATCH	6	7	7	1,608	1,794	1,794	
6.00	EVIDENCE	1	1	1	4,163	4,163	4,163	
7.00	DETENTION				3,098	3,098	3,098	
8.00	TRAINING/ SWAT				4,269	4,269	4,269	
9.00	FLEET				24,026	24,026	24,026	
10.00	PUBLIC AREAS				2,106	2,106	2,106	
11.00	COMMON AREAS				8,184	8,324	8,472	
12.00	BUILDING SERVICES				2,136	2,136	2,136	
Subtotal, Personnel & Space:		91	106	113	63,053	64,379	64,940	
TOTAL PROPOSED USABLE SF					63,053	64,379	64,940	
Building Envelope Factor				12%	7,566	7,725	7,793	
TOTAL PROPOSED GROSS SF					70,620	72,104	72,733	

	EXISTING BUILDING		PRE-DESIGN	
Administration Useable Area	1,343 USF		2,156 USF	
Patrol Useable Area	3,720 USF		5,471 USF	
Investigations Useable Area	3,140 USF		5,109 USF	
Support Services UseableArea	2,525 USF		2,386 USF	
Dispatch Useable Area	1,601 USF		1,558 USF	
Evidence Useable Area	2,427 USF		4,150 USF	
Detention Useable Area	2,882 USF		2,688 USF	
Public Spaces Useable Area	1,484 USF		1,894 USF	
Common Spaces UseableArea	7,545 USF		9,206 USF	
Fleet Services/ Vehicle Garage UseableArea			24,638 USF	
Training/ SWAT			4,320 USF	
Total Usable Area	26,667 USF		63,575 USF	
Usable to Gross Factor	x 1.15		x 1.15	
Total Gross Square Footage	30,684 GSF		73,112 GSF	

Previous Space Study, 2023



SPACE NEEDS ASSESSMENT – CITY HALL

SUMMARY		PERSONNEL			SPACE NEEDS			COMMENTS
		2024 CURRENT STAFFING	10-YEAR PROPOSED NEED	20-YEAR PROPOSED NEED	2024 CURRENT NEED	10-YEAR PROPOSED NEED	20-YEAR PROPOSED NEED	
Divisions								
1.00	FACILITIES	9	10	11	1,458	1,544	1,631	
2.00	IT	7	8	10	1,671	1,758	1,931	
3.00	COMMON AREAS				17,328	17,328	17,328	
Subtotal, Personnel & Space:		16	18	21	20,457	20,630	20,889	
TOTAL PROPOSED USABLE SF					20,457	20,630	20,889	
Building Envelope Factor				12%	2,455	2,476	2,507	
TOTAL PROPOSED GROSS SF					22,912	23,106	23,396	

Summary:

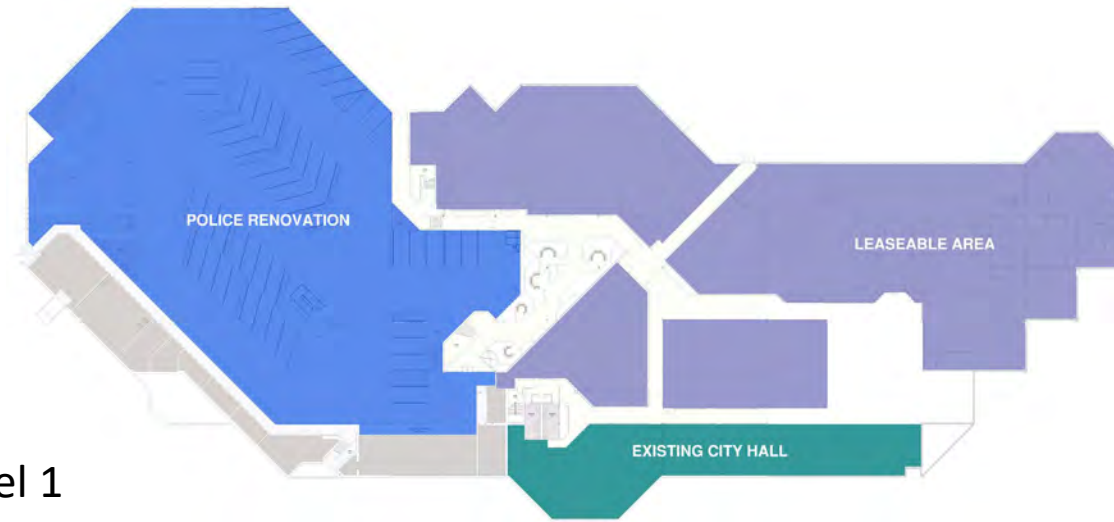
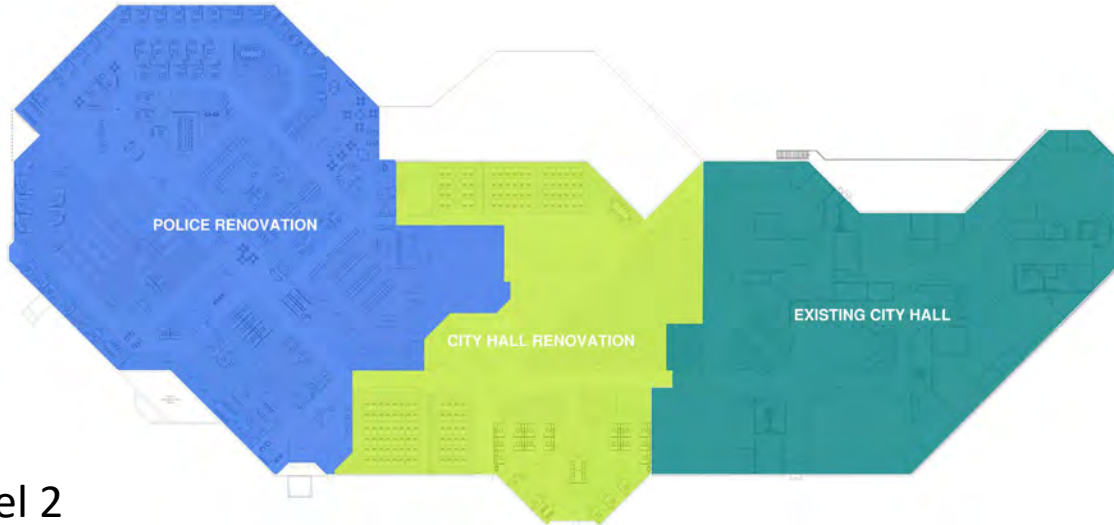
- Includes SF for meeting rooms to replace the Heritage & Garden rooms
- IT department space
- Facilities department space



CONCEPT PLAN



OVERALL BUILDING PLAN



Summary:

- Relocates all city department offices to one level for improved public accessibility & wayfinding



CONCEPT PLAN – SITE



Summary:

- Provide secure police staff parking area with perimeter fence
- Resurfacing parking lot for police parking
- Consideration for future building addition for Special Response Unit vehicles & equipment
- Demolition of existing playground

CONCEPT PLAN – LEVEL 1



Summary:

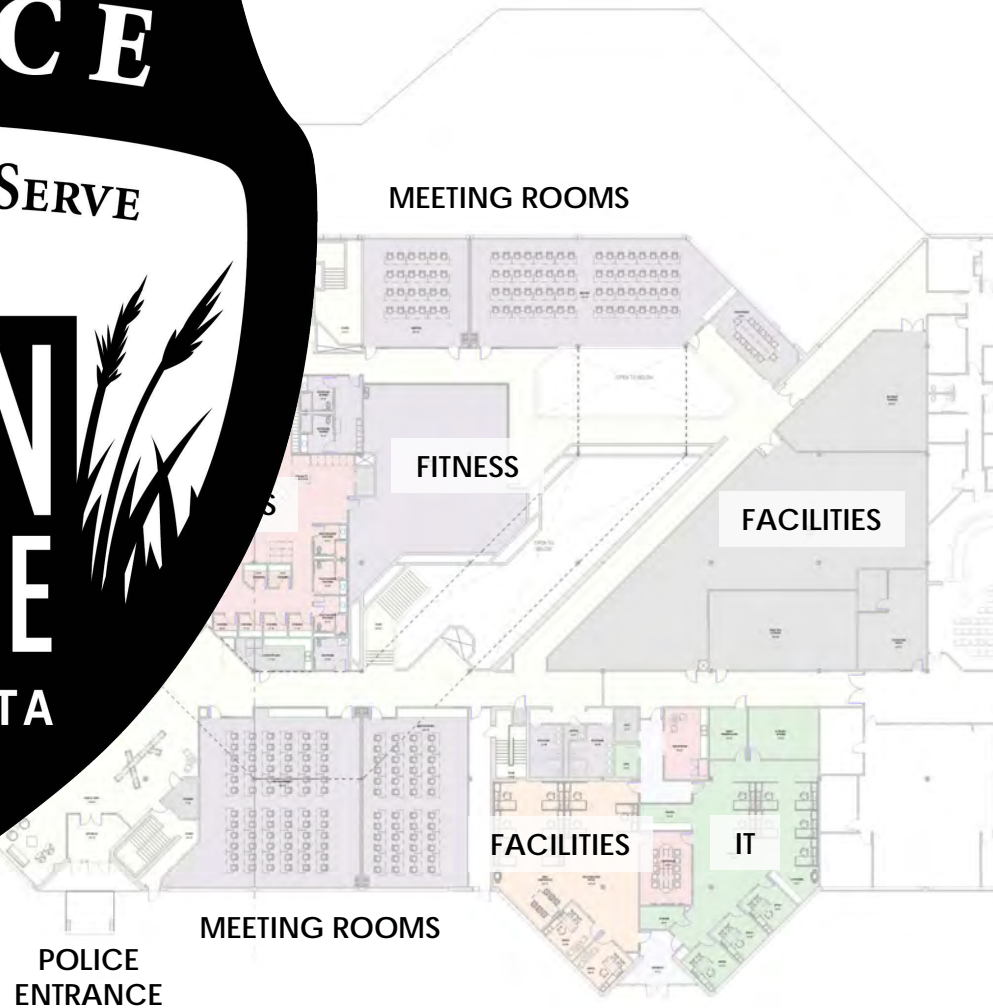
- 54 stall squad garage
- Temporary detention area
- Vehicle evidence processing & storage
- K9 area
- Duty Bags & Equipment Storage
- New elevator & stair for secure access from office areas above

Department Color Legend

	BUILDING SERVICES
	CIRCULATION, PUBLIC
	CIRCULATION, SECURED
	DETENTION DEPARTMENT
	EVIDENCE DEPARTMENT
	FLEET
	PATROL DEPARTMENT
	PUBLIC AREAS
	PUBLIC INTERVIEWING SPACES
	SHARED SPACES, SECURED
	SPECIAL RESPONSE UNIT
	UNASSIGNED



CONCEPT PLAN – LEVEL 2



Summary:

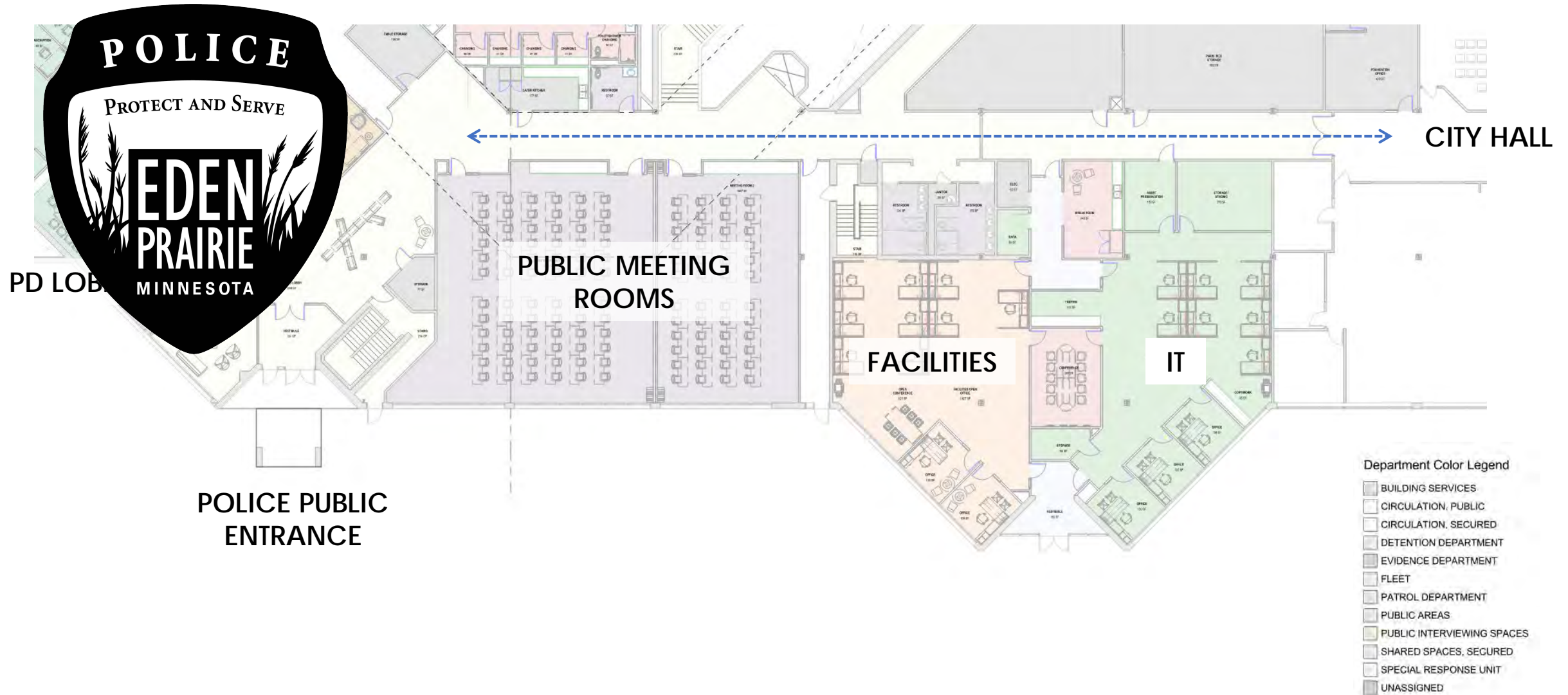
- Provides office & support functions for Police
- Additional meeting rooms for city & community use; all on one level
- Relocates IT & Facilities Dept
- Improves wayfinding, exterior signage, and Police public entrance
- Provides interior connection to city hall from police public entrance

Department Color Legend

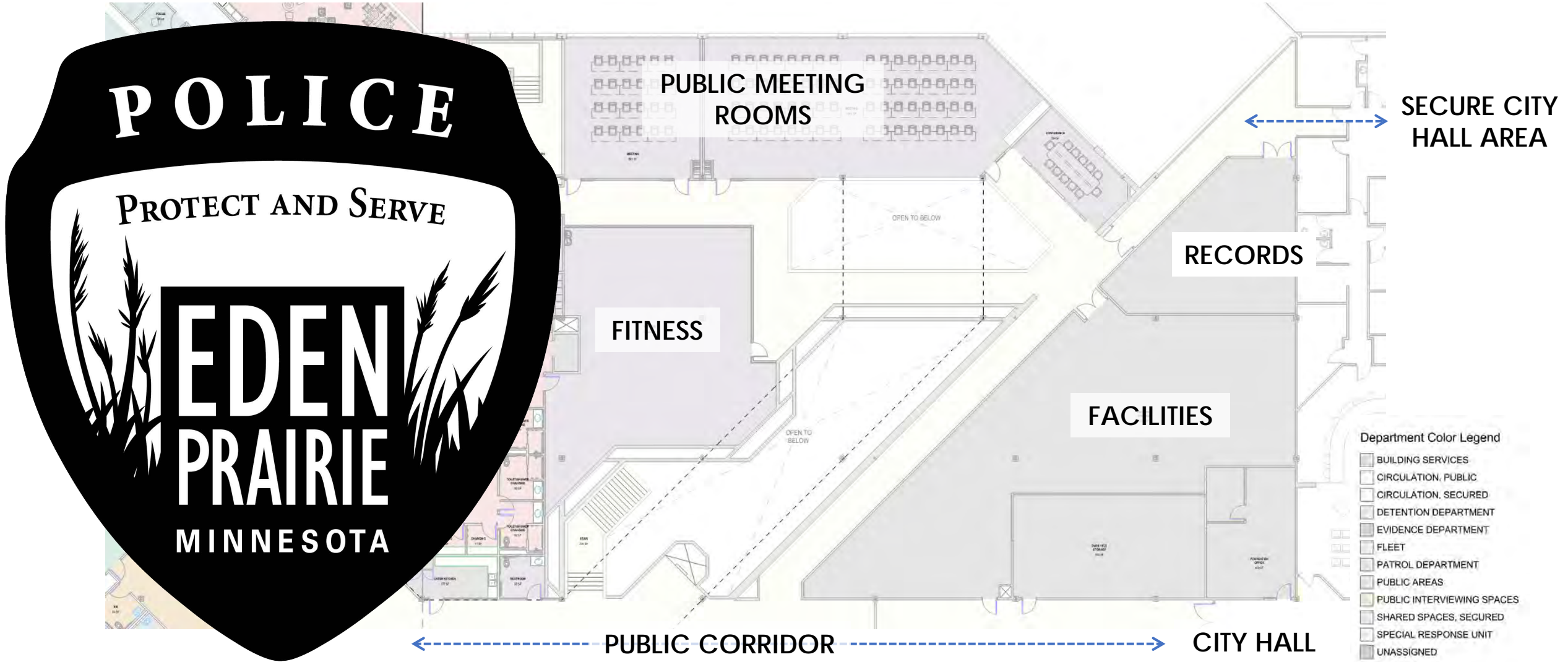
- BUILDING SERVICES
- CIRCULATION, PUBLIC
- CIRCULATION, SECURED
- DETENTION DEPARTMENT
- EVIDENCE DEPARTMENT
- FLEET
- PATROL DEPARTMENT
- PUBLIC AREAS
- PUBLIC INTERVIEWING SPACES
- SHARED SPACES, SECURED
- SPECIAL RESPONSE UNIT
- UNASSIGNED



CONCEPT PLAN – LEVEL 2 PARTIAL



CONCEPT PLAN – LEVEL 2 PARTIAL



CONCEPT PLAN – LEVEL 2 PARTIAL



Department Color Legend

- ☐ BUILDING SERVICES
- ☐ CIRCULATION, PUBLIC
- ☐ CIRCULATION, SECURED
- ☐ DETENTION DEPARTMENT
- ☐ EVIDENCE DEPARTMENT
- ☐ FLEET
- ☐ PATROL DEPARTMENT
- ☐ PUBLIC AREAS
- ☐ PUBLIC INTERVIEWING SPACES
- ☐ SHARED SPACES, SECURED
- ☐ SPECIAL RESPONSE UNIT
- ☐ UNASSIGNED



EDEN PRAIRIE | POLICE DEPARTMENT RENOVATION

City Council Workshop | May 21, 2024



CONCEPT PLAN – LEVEL 1 PARTIAL



Department Color Legend

- ☐ BUILDING SERVICES
- ☐ CIRCULATION, PUBLIC
- ☐ CIRCULATION, SECURED
- ☐ DETENTION DEPARTMENT
- ☐ EVIDENCE DEPARTMENT
- ☐ FLEET
- ☐ PATROL DEPARTMENT
- ☐ PUBLIC AREAS
- ☐ PUBLIC INTERVIEWING SPACES
- ☐ SHARED SPACES, SECURED
- ☐ SPECIAL RESPONSE UNIT
- ☐ UNASSIGNED



CONCEPT PLAN – LEVEL 1 PARTIAL



Department Color Legend

- ☐ BUILDING SERVICES
- ☐ CIRCULATION, PUBLIC
- ☐ CIRCULATION, SECURED
- ☐ DETENTION DEPARTMENT
- ☐ EVIDENCE DEPARTMENT
- ☐ FLEET
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EDEN PRAIRIE | POLICE DEPARTMENT RENOVATION

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COST ESTIMATES

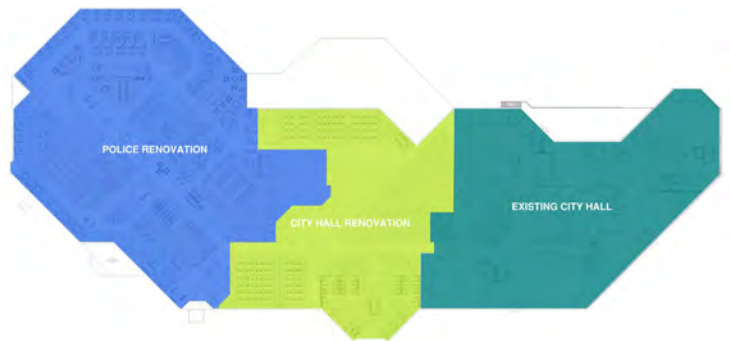


COST ESTIMATES

OPTION 1: POLICE + ADMIN

- Includes all Police renovation areas at both levels to support 20-year operational need
- Includes City Hall areas to relocate Facilities and IT departments to have all City Hall departments on one level
- Includes new meeting rooms at level 2 to replace the Heritage and Garden Rooms
- Includes renovations/improvements to existing HVAC systems
- Includes full replacement of concrete slab in new squad garage area with recommended sloping and floor drains
- Includes structure reinforcement and engineering to bring 43 year old building into compliance with current building standards

Project Cost Summary	
Construction Cost	\$21,450,000
Soft Costs	\$4,550,000
Total Project Cost:	\$26,000,000



COST ESTIMATES

OPTION 2: POLICE ONLY

- Renovation of spaces to support Police operations only
- Does not include City Hall renovation spaces such as relocating Facilities and IT departments
- Does not include city hall / community meeting rooms to replace the Heritage and Garden Rooms
- Includes renovations/improvements to existing HVAC systems
- Includes full replacement of concrete slab in new squad garage area with recommended sloping and floor drains
- Includes structure reinforcement and engineering to bring 43 year old building into compliance with current building standards

Project Cost Summary	
Construction Cost	\$17,100,000
Soft Costs	\$3,900,000
Total Project Cost:	\$21,000,000



COST ESTIMATES

VALUE MANAGEMENT SUMMARY:

Description	Remarks
OPTION 1: ADJUSTMENTS TO GET TO PD + ADMIN PROJECT (\$26M)	
Reduce Site Work Scope	No utilities, no playground work, to parking lot reconstruction
Reduce FF&E from 20yr to Current Needs – PD	
Reduce FF&E From 20yr to Current Needs – Admin	
Reduce In-floor Heat – Squad Garage	Reduce area by 50%, approximately
State Sales Tax Refund - Public Safety	
Total Savings: \$840,000	
OPTION 2: ADJUSTMENTS TO GET TO PD ONLY PROJECT (\$21M)	
Reduce Site Work Scope by 95%	Eliminate 95% of site work; no secure parking
Reduce FF&E from 20yr to Current Needs – PD	
Eliminate In-floor Heat – Squad Garage	No in-floor heat
State Sales Tax Refund - Public Safety	
Total Savings: \$1,500,000	

PROJECT COST BENCHMARKING:

PROJECT	YEAR	APPROX. SIZE (SF)	CONSTRUCTION COST/ SF
Eden Prairie PD & City Hall Renovation	2024	70,000 SF	\$210
Burnsville Fire Station - Offices	2020	16,000 SF	\$200*
Crystal Police Renovation & Addition	2021	24,000 SF	\$205*
Minnetonka PD Renovation & Addition	2020	51,000 SF	\$182*

* Costs adjusted for current day values.

Average Project Cost for New Construction (New Build): \$400/SF - \$450/SF

COST ESTIMATES – DESIGN OPTIONS



Option B:

- Provide secure police staff parking area with perimeter fence
- Addition for squad parking/ detention/ evidence connected at level 2 in lieu of locating in existing building
- Goal to maximize tenant leasable space at level 1
- Was more expensive than renovation/ remodel of existing facility
- Does not provide quality tenant space



Option C:

- Provide secure police staff parking area with perimeter fence
- Addition for squad parking/ detention/ evidence connected at level 1 in lieu of locating in existing building
- Goal to maximize tenant leasable space at level 1
- Was more expensive than renovation/ remodel of existing facility
- Does not provide quality tenant space

PROJECT FUNDING

	Scenerio 1 (2023 Projection) - \$17M Police Remodel					Scenerio 2 - \$21M Police Remodel				Scenerio 3 - \$26M Police Remodel				Scenerio 1 to Scenerio 2	Scenerio 1 to Scenerio 3
	\$4M		\$17M												
	Current	Fire	Police	Total	%	Current	Police	Total	%	Current	Police	Total	%	Increase/ Increase/	Increase/ Increase/
	Levy	Trucks	Remodel	Levy	Change	Levy	Remodel	Levy	Change	Levy	Remodel	Levy	Change	(Decrease)	(Decrease)
2024	2,553,000			2,553,000		2,401,000		2,401,000		2,401,000		2,401,000		(152,000)	(152,000)
2025	2,170,000	383,000		2,553,000		2,173,000		2,173,000		2,173,000		2,173,000		(380,000)	(380,000)
2026	1,110,000	650,000	1,516,500	3,276,500	28%	1,160,000	1,830,000	2,990,000	38%	1,160,000	2,310,000	3,470,000	60%	(286,500)	193,500
2027	1,160,000	650,000	1,516,500	3,326,500	2%	1,160,000	1,830,000	2,990,000	0%	1,160,000	2,310,000	3,470,000	0%	(336,500)	143,500
2028	1,160,000	650,000	1,516,500	3,326,500	0%	1,160,000	1,830,000	2,990,000	0%	1,160,000	2,310,000	3,470,000	0%	(336,500)	143,500
2029	1,160,000	650,000	1,516,500	3,326,500	0%	1,160,000	1,830,000	2,990,000	0%	1,160,000	2,310,000	3,470,000	0%	(336,500)	143,500
2030	1,160,000	650,000	1,516,500	3,326,500	0%	1,160,000	1,830,000	2,990,000	0%	1,160,000	2,310,000	3,470,000	0%	(336,500)	143,500
2031	1,160,000	650,000	1,516,500	3,326,500	0%	1,160,000	1,830,000	2,990,000	0%	1,160,000	2,310,000	3,470,000	0%	(336,500)	143,500
2032	1,160,000	650,000	1,516,500	3,326,500	0%	1,160,000	1,830,000	2,990,000	0%	1,160,000	2,310,000	3,470,000	0%	(336,500)	143,500
2033	1,160,000	650,000	1,516,500	3,326,500	0%	1,160,000	1,830,000	2,990,000	0%	1,160,000	2,310,000	3,470,000	0%	(336,500)	143,500
2034	1,000,000		1,516,500	2,516,500	-24%	1,000,000	1,830,000	2,830,000	-5%	1,000,000	2,310,000	3,310,000	-5%	313,500	793,500
2035			1,516,500	1,516,500	-40%		1,830,000	1,830,000	-35%		2,310,000	2,310,000	-30%	313,500	793,500
2036			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2037			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2038			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2039			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2040			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2041			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2042			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2043			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2044			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
2045			1,516,500	1,516,500			1,830,000	1,830,000	0%		2,310,000	2,310,000		313,500	793,500
	14,953,000	5,583,000	30,330,000	50,866,000		14,854,000	36,600,000	51,454,000		14,854,000	46,200,000	61,054,000		588,000	10,188,000



NEXT STEPS



NEXT STEPS

- 1. Approval of Project Scope & Budget
- 2. Authorize next phase of design/planning

Tentative Project Schedule:

Space Needs & Concept Design	Jan 2024 – Feb 2024
Schematic Design	Mar 2024 – May 2024
Design Development	June 2024 – Aug 2024
Construction Documents	Sept 2024 – Nov 2024
Bidding	Nov 2024 – Dec 2024
Construction	Jan 2025 – Oct 2025





THANK YOU

Enriching Lives and Strengthening Communities

BKV
GROUP

AGENDA

EDEN PRAIRIE CITY COUNCIL MEETING

TUESDAY, MAY 21, 2024

**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 Julie Klima, Parks and Recreation Director Amy Markle, and City Attorney Maggie Neuville

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. OPEN PODIUM INVITATION**
- IV. PROCLAMATIONS AND PRESENTATIONS**
 - A. HUMAN RIGHTS AWARDS**
- V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS**
- VI. MINUTES**
 - A. COUNCIL WORKSHOP HELD TUESDAY, MAY 07, 2024**
 - B. CITY COUNCIL MEETING HELD TUESDAY, MAY 07, 2024**
- VII. REPORTS OF ADVISORY BOARDS AND COMMISSIONS**
- VIII. CONSENT CALENDAR**
 - A. CLERK'S LIST**
 - B. AWARD WEST 70TH IMPROVEMENT PROJECT TO GMH ASPHALT CORPORATION**
 - C. AWARD PRAIRIE CENTER DRIVE PAVEMENT REHABILITATION PROJECT TO NORTHWEST ASPHALT, INC.**
 - D. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC FOR INSTRUMENTATION AND CONTROL SYSTEMS PROGRAMMING AND CONFIGURATION FOR WASTEWATER LIFT STATION REHABILITATION PROJECTS**

CITY COUNCIL AGENDA

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E. **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BRAUN INTERTEC FOR CONSTRUCTION MATERIALS TESTING FOR PRAIRIE CENTER DRIVE PAVEMENT REHABILITATION PROJECT**

F. **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SRF CONSULTING GROUP, INC. FOR A TRAFFIC STUDY FOR EDEN PRAIRIE CENTER REDEVELOPMENT**

IX. **PUBLIC HEARINGS AND MEETINGS**

X. **PAYMENT OF CLAIMS**

XI. **ORDINANCES AND RESOLUTIONS**

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

XIII. **APPOINTMENTS**

XIV. **REPORTS**

A. **REPORTS OF COUNCIL MEMBERS**

B. **REPORT OF CITY MANAGER**

C. **REPORT OF COMMUNITY DEVELOPMENT DIRECTOR**

D. **REPORT OF PARKS AND RECREATION DIRECTOR**

E. **REPORT OF PUBLIC WORKS DIRECTOR**

F. **REPORT OF POLICE CHIEF**

G. **REPORT OF FIRE CHIEF**

H. **REPORT OF CITY ATTORNEY**

XV. **OTHER BUSINESS**

XVI. **ADJOURNMENT**

ANNOTATED AGENDA

DATE: May 17, 2024
TO: Mayor and City Council
FROM: Rick Getschow, City Manager
RE: City Council Meeting for Tuesday, May 21, 2024

TUESDAY, MAY 21, 2024

7:00 PM, COUNCIL CHAMBER

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

III. OPEN PODIUM INVITATION

Open Podium is an opportunity for Eden Prairie residents to address the City Council on issues related to Eden Prairie city government before each Council meeting, typically the first and third Tuesday of each month, from 6:30 to 6:55 p.m. in the Council Chamber. If you wish to speak at Open Podium, please contact the City Manager's Office at 952.949.8412 by noon of the meeting date with your name, phone number, and subject matter. Open Podium is not recorded or televised. If you have questions about Open Podium, please contact the City Manager's Office.

IV. PROCLAMATIONS AND PRESENTATIONS

A. HUMAN RIGHTS AWARDS

The goal of the Human Rights Award is to recognize an Eden Prairie individual, non-profit organization, business or youth for their inspiring efforts to promote human rights and diversity and create an inclusive community spirit through actions, activities or programs.

Human Rights and Diversity Commissioners Susan Weaver, Kuhu Singh, Asad Aliweyd, and Shana Bates will present the three Human Rights Awards.

V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS

MOTION: Move to approve the agenda.

VI. MINUTES

MOTION: Move to approve the following City Council minutes:

A. COUNCIL WORKSHOP HELD TUESDAY, MAY 07, 2024

B. CITY COUNCIL MEETING HELD TUESDAY, MAY 07, 2024

ANNOTATED AGENDA

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VII. REPORTS OF ADVISORY BOARDS AND COMMISSIONS

VIII. CONSENT CALENDAR

MOTION: Move approval of items A-F on the Consent Calendar.

- A. CLERK'S LIST**
- B. AWARD WEST 70TH IMPROVEMENT PROJECT TO GMH ASPHALT CORPORATION**
- C. AWARD PRAIRIE CENTER DRIVE PAVEMENT REHABILITATION PROJECT TO NORTHWEST ASPHALT, INC.**
- D. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, INC FOR INSTRUMENTATION AND CONTROL SYSTEMS PROGRAMMING AND CONFIGURATION FOR WASTEWATER LIFT STATION REHABILITATION PROJECTS**
- E. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BRAUN INTERTEC FOR CONSTRUCTION MATERIALS TESTING FOR PRAIRIE CENTER DRIVE PAVEMENT REHABILITATION PROJECT**
- F. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SRF CONSULTING GROUP, INC. FOR A TRAFFIC STUDY FOR EDEN PRAIRIE CENTER REDEVELOPMENT**

IX. PUBLIC HEARINGS AND MEETINGS

X. PAYMENT OF CLAIMS

MOTION: Move approval of Payment of Claims as submitted (Roll Call Vote).

XI. ORDINANCES AND RESOLUTIONS

XII. PETITIONS, REQUESTS, AND COMMUNICATIONS

XIII. APPOINTMENTS

XIV. REPORTS

- A. REPORTS OF COUNCIL MEMBERS**
- B. REPORT OF CITY MANAGER**
- C. REPORT OF COMMUNITY DEVELOPMENT DIRECTOR**

ANNOTATED AGENDA

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D. REPORT OF PARKS AND RECREATION DIRECTOR

E. REPORT OF PUBLIC WORKS DIRECTOR

F. REPORT OF POLICE CHIEF

G. REPORT OF FIRE CHIEF

H. REPORT OF CITY ATTORNEY

XV. OTHER BUSINESS

XVI. ADJOURNMENT

MOTION: Move to adjourn the City Council meeting.

CITY COUNCIL AGENDA		DATE:
SECTION: Presentations		May 21, 2024
DEPARTMENT/DIVISION: Community Development/Housing & Community Services Julie Klima	ITEM DESCRIPTION: Human Rights Awards	ITEM NO.: IV.A.

Synopsis

Human Rights & Diversity Commissioners will present the three Human Rights Awards.

Introduce the Human Rights Awards

Susan Weaver will provide an introduction.

The Eden Prairie Manifesto continues the development of a multicultural community which will not tolerate acts of harassment and intolerance and establishes, communicates and encourages community standards that respect diversity and promote acceptance and respect for individuals in an atmosphere of caring for others. In celebration of the manifesto, we are honored to recognize through the Human Rights Awards community individuals, businesses, and non-profits that live its values through their service to our community. We'll begin by welcoming our business award recipient to the podium.

Business Award: Jill Slipper Scholtz

Presenting the Award: Kuhu Singh

It is my pleasure to present the award for the Human Rights Awards Business category to Jill Slipper Scholtz. Jill has served Eden Prairie and surrounding communities for several years by offering training and consultation in the diversity-equity-inclusion space. Most recently, she has served as the Diversity (DEI) Committee chair for the Eden Prairie Community Foundation. Jill has led the Foundation's DEI Committee in identifying key goals to promote diversity, equity, and inclusion in the community and organization, tying many of them to the Eden Prairie Race Equity Report. In working toward some of these goals, she and the team hosted a series of events focused on community learning and relationship building as she has worked to promote diversity in the community and in the organization itself. In her leadership, Jill is intentional about fostering an atmosphere of caring for others. She does so at meetings and events by setting an example with her words and demeanor, and by communicating goals and guidelines that promote inclusion and participation.

Individual Award: Hodan Nur

Presenting the Award: Asad Aliweyd

It is my pleasure to present the Human Rights Award for the Individual category to Hodan Nur. Hodan has consistently demonstrated strong leadership in supporting East African families and youth through her work in schools and at the Irshad Islamic Center. She tirelessly works with immigrant families to advocate for excellence in their children's education, fostering youth leadership, and providing guidance on staying away from trouble, including addictions and crime. Hodan fosters an atmosphere of caring for others through her genuine dedication and

compassionate approach. She listens attentively to the needs and concerns of immigrant families, youth, and the community, always striving to find meaningful solutions. Hodan's advocacy for children's education, her guidance on avoiding negative influences, and her support for youth leadership initiatives all stem from her deep commitment to well-being and success.

Non-Profit Award: The Prop Shop

Presenting the Award: Shana Bates

I am pleased to announce the winner of the Human rights Awards in the Non-Profit category to the Prop Shop. The PROP Shop has for many years mobilized the Eden Prairie community to care for its neighbors, serving its increasingly diverse and multicultural community. The organization meets the needs of clients who are experiencing various forms of hardship, providing clothing, household goods, and furniture all free of charge. Training and deploying hundreds of volunteers and accepting donations from thousands of community members, the PROP Shop directs resources where they are needed most. Under the visionary and caring leadership of its staff and board members, where clients are treated with dignity, care, and respect, the PROP Shop has become a cornerstone nonprofit organization in Eden Prairie, making our community a better place for all.

UNAPPROVED WORKSHOP MINUTES

CITY COUNCIL WORKSHOP & OPEN PODIUM

TUESDAY, MAY 07, 2024

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 Matt Sackett, Fire Chief Scott Gerber, Public Works Director Robert Ellis, Community Development Director Julie Klima, Parks and Recreation Director Amy Markle, Administrative Services/HR Director Alecia Rose, Communications Manager Joyce Lorenz, City Attorney Maggie Neuville, and Recorder Sara Aschenbeck

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

I. 2023 AUDIT REPORT AND FINANCIAL STATEMENTS

Getschow explained the first workshop in May is dedicated to the Annual Comprehensive Financial Report (ACFR) and audit results. The Council will formally accept the ACFR at tonight's Council meeting. The City's auditor is BerganKDV. Caroline Stutsman, BerganKDV Partner for the City's audit, explained it is management's responsibility to prepare and present the financial statements in accordance with Generally Accepted Accounting Principles (GAAP). BerganKDV's role is to provide an opinion on the statements. BerganKDV issued an unmodified opinion, meaning the financial statements are considered fairly stated in material respects. BerganKDV considered internal controls in accordance with Government Auditing Standards. There were no findings, which is an achievement as it is uncommon. The City spent over \$750 thousand in federal grant dollars, necessitating a Federal Single Audit. The Community Development Block Grant was tested, with no findings reported. Minnesota Legal Compliance was also tested, with no findings reported. Case asked if BerganKDV can detect deception. Stutsman noted along with inquiry, BerganKDV conducts sampling and reviews supporting documents, designed to give reasonable assurance the financials do not include misinformation.

Stutsman began summarizing General Fund revenues. In total, General Fund revenues increased by one-half percent from 2022. Taxes and assessments increased due to an increase in the levy. Charges for services increased due to memberships and registrations rebounding. Intergovernmental revenue decreased due to federal COVID grants received in 2022 that did not continue in 2023. The Other category increased due to investment income based on market conditions. Getschow added Community Center memberships and recreation fees are almost fully recovered from COVID years. The City used federal COVID grants as a replacement for lost revenue. Stutsman explained General Fund expenditures increased four percent. The increase was mainly in Police and Parks and Recreation due to increased wages and benefits.

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Stutsman explained revenues were over budget by six percent, mainly due to investment income. It is common to budget revenues conservatively. Licenses and permits and intergovernmental revenue were over budget. Expenditures were under budget by two percent. Police had multiple open positions throughout the year. The General Fund fund balance increased by \$283 thousand. The City is in compliance with its fund balance policy.

Stutsman next explained the Water Fund. Charges for services increased due to an increase in rate and consumption. Operating expenses decreased two percent in 2023 due to meter changeout expenses in 2022. There was an operating loss of \$1.2 million in 2023, compared to an operating loss of \$2.3 million in 2022. Operating income covered approximately 60 percent of depreciation expense. Case asked if the City has an ideal amount of depreciation expense covered by operating income. Ellis stated the current amount of depreciation expense covered by operating income is adequate. The City has a robust Capital Improvement Plan (CIP) and infrastructure replacements are carefully planned. Stutsman explained the Water Fund's cash and unrestricted net position. Significant investment in capital assets was made in 2023, resulting in a cash decrease. Unrestricted net position continues to increase. Tammy Wilson, Finance Manager, added the City is in compliance with the Water Fund's fund balance policy. An excess of cash can be used to fund future capital projects in lieu of issuing debt.

Stutsman next provided an overview of the Wastewater Fund. Operating revenues increased due to a rate increase. Operating expenses decreased in 2023 due to lift station rehabilitation program costs in 2022. Wastewater charges for services are fully covering depreciation expense. Cash and unrestricted net position increased. Wilson explained this fund is in compliance with the City's fund balance policy. Case asked if the dry summer affects the wastewater fund. Ellis clarified the Wastewater Fund is independent of environmental conditions and is driven only by water used inside the home.

Stutsman next summarized the Stormwater Fund. Operating revenue increased due to a rate increase. Expenses increased due to repair and maintenance costs. Operating income fully covers depreciation expense, which is not always the case for an infrastructure heavy fund. Case asked if the fund balance amount is at a responsible level. Ellis confirmed all utility funds are at a responsible fund balance.

Stutsman next discussed the Liquor Fund. 2023 sales and cost of sales are consistent with 2022. The gross profit percentage is 29.8 percent, higher than the metro municipal average. Cash and unrestricted net position are increasing. Case asked how much money is transferred from the Liquor Fund to the CIP. Getschow confirmed \$800 thousand is transferred from the Liquor Operations Fund to the CIP. Nelson asked if adults are consuming less alcohol. Getschow noted THC products and beverages have cut into craft beer sales. Alcohol sales may be affected next year when dispensaries open. EP Liquor is on track to sell the same amount or better in 2024. Toomey asked how many liquor stores Edina has. Getschow confirmed Edina has four liquor stores.

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Stutsman explained the tax capacity increased at a greater rate than the tax levy, resulting in a decreased tax capacity rate in 2023. Getschow noted tax rates are decreasing as development and value increases are outpacing levy increases. The City is experiencing the largest tax rate decreases in the past decade. 2024 is also expected to have a tax capacity rate decrease. Case stated the City experiences three to five new developments each year, resulting in the tax base growing faster than the levy. The Council thanked Stutsman for her time.

II. FINANCIAL POLICIES

Wilson explained the City's financial policies. These policies assist in long-term cost-effective provisions, ensure the City provides accurate and timely information, ensure legal use and protection of City funds, and protect the City's credit rating. Financial management policies include developing a two-year budget, adopting a balanced budget, using one-time revenues for one-time expenses, providing for adequate maintenance and replacement of physical assets, maintaining a budgetary control system to ensure adherence to the budget, and preparing quarterly financial reports. Nelson stated the City was in a difficult financial position in her first two years on the Council, and commended Wilson for her team's efforts.

Wilson explained revenue policies. The City conservatively budgets annual revenues. Building permit revenue is budgeted excluding large one-time projects. The City budgets 89 percent of the amount levied for tax revenue to account for delinquencies. The City has had a low delinquency rate in the past ten years, under two percent. Case asked if delinquent taxes are collected in future years. Wilson explained appeals can result in tax credits. Getschow added unpaid taxes will eventually send a property into delinquency. Case asked if the City's uncollected tax rate is comparable to other cities. Getschow noted large metropolitan cities may have a larger delinquent tax rate, but comparable suburban cities usually collect around 98 percent of taxes levied. Wilson stated the City eventually collects an average of 99 percent of the tax levy, the remaining portion is adjusted due to appeals. The City sets utility fund user charges at a reasonable rate to fully support costs. A rate study was completed in 2017 by Advanced Engineering and Environmental Services, Inc. The study projected rates for the City to ensure operating and capital needs are met over the next ten years. To date the City has followed the projected rates.

Wilson explained the accounting, auditing and reporting policies including establishing and maintaining a high standard of accounting practices in conformity with GAAP, hiring an independent audit firm, and attempting to maintain the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association. The Certificate of Excellence has been received every year since 1990.

Wilson next explained the debt policies. The City will confine long-term borrowing to capital projects with a life of more than five years that cannot be financed from current revenues. The City will attempt to keep the maturity length of general obligation bonds below 20 years, and retire at least half the principal amount within ten years. The length of a debt issuance should

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never be longer than life of capital asset. The total debt levy paid by general obligation taxes shall remain under 15 percent of the general fund budget (the current level is five percent). No variable rate debt will be issued. Future debt issuance will be planned through the CIP process. The City will maintain a pay-as-you-go program for capital purchases.

Wilson summarized capital improvement policies. The City will develop a ten-year CIP for projects over \$25,000 and will update the plan every two years. Case noted estimates for recent projects, including the outdoor athletic facility and police remodel, were significantly higher than initial projections and asked for the cause. Getschow explained significant inflation is a phenomenon of recent years. The City has completed seven CIP cycles, only recently have estimates been significantly higher than initial projections. Projects going out for bid currently are seeing estimates back at a normal level. Case asked if the City trends costs, for example fire trucks. Gerber stated the City does attempt to trend prices, however the recent cost of a fire truck market-wide has increased exponentially past trend lines. Freiberg asked if the salvage value of a firetruck has increased. Gerber noted a secondhand fire truck can be sold for slightly more, but not a significant increase.

Wilson explained the liquor fund is a dedicated funding source for the CIP. The liquor fund has contributed over \$8 million of profits to the CIP in the past ten years. Excess general fund balance is also transferred to the CIP. The average transfer from the general fund to the CIP fund is \$2.8 million over the past five years. Case noted every tax dollar is put to use, no surplus dollars are stashed away.

Wilson explained the general fund fund balance policy is to retain 50 percent of next years budgeted tax revenue as the City receives tax payments in June and December. Additionally ten to 15 percent of next years budget is retained as a contingency. In 2023 \$33.6 million was retained in compliance with the fund balance policy, the remainder was transferred to the CIP. For utility funds, the balance retained is a combination of 90 days of operating expenses, next year's debt payment, the average of two years of capital expenses, and unspent Water Access Charges (WAC) and Sewer Access Charges (SAC). Case asked why WAC and SAC dollars were retained. Ellis stated WAC and SAC dollars are retained for expansion of the utility infrastructure systems. All three utility funds comply with the fund balance policy. Case asked what percentage of households have received a new water meter. Ellis confirmed 17 thousand of 18 thousand households have received a new water meter. There are roughly one thousand remaining commercial meters to be upgraded. The Council thanked Wilson for her time.

Open Podium - Council Chamber (6:30)

III. OPEN PODIUM

IV. ADJOURNMENT

UNAPPROVED MINUTES

EDEN PRAIRIE CITY COUNCIL MEETING

TUESDAY, MAY 7, 2024

7:00 PM, CITY CENTER

CITY COUNCIL

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

CITY STAFF

City Manager Rick Getschow, Public Works Director Robert Ellis, Parks and Recreation Director Amy Markle, Community Development Director Julie Klima, Police Chief Matt Sackett, Fire Chief Scott Gerber, and City Attorney Maggie Neuville

I. CALL THE MEETING TO ORDER

Mayor Case called the meeting to order at 7:01 PM. Narayanan was absent.

II. PLEDGE OF ALLEGIANCE

III. OPEN PODIUM INVITATION

Case noted Joseph C. Johns was an Eden Prairie resident served as a firefighter in both Eden Prairie and Eagan. He died while off-duty over the weekend. He offered condolences to the family.

Case pointed out City Manager Rick Getschow won the Minnesota County City Managing Association Dr. Robert A. Barrett Award of Management Excellence. The recognition is essentially the City Manager of the Year for the State of Minnesota. He thanked Staff for their service.

Toomey congratulated Getschow and agreed he is the best City Manager. Nelson noted the Council already knew he was the best City Manager.

Freiberg pointed out Getschow's consistent support of the City. He stated Getschow's work for the City is unmatched.

Getschow explained the award was a pleasant surprise, and it is a testament to the great Staff and community members in Eden Prairie.

Case explained Open Podium.

IV. PROCLAMATIONS / PRESENTATIONS

A. HERITAGE PRESERVATION AWARD

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Getschow explained the award recognizes an individual, a family or a business who has made an outstanding contribution to Eden Prairie's historic resources. He invited Heritage Preservation Commission Chair Steve Schumacher to continue the award preservation.

Mr. Schumacher pointed out a number of Commissioners and the Commission's Staff liaison were present. He provided background on the award and explained there are three recipients of the 2024 Heritage Preservation Award.

Mr. Schumacher stated the first award is for Marcia Kolb and Johnny Severson who have restored their historical home and are committed to preserving part of Eden Prairie's heritage. Case presented them with the award.

Mr. Schumacher stated John Gertz has previously worked with the City as a Preservation Specialist and helped to designate many homes as historical sites. His contributions to the City and the history of Eden Prairie can be seen throughout the community. Case presented him with the award and pointed out the award for Mr. Gertz is long overdue.

Mr. Schumacher added Alexandra (Sasha) Allen is President of the High School's History Club and serves as a Youth Commissioner. She has created a documentary recognizing Agnes Lackovic's life and history with Eden Prairie. Case presented her with the award.

B. 2023 ANNUAL COMPREHENSIVE FINANCIAL REPORT

Getschow explained Minnesota Statutes require the City prepare an annual financial report and statements in accordance with Generally Accepted Accounting Principles. The report was prepared by the Finance Division and audited by the independent auditing firm of BerganKDV. BerganKDV issued an unmodified opinion which is the highest level of opinion the City can receive and means the auditor believes the financial statements are fairly presented in all material respects.

Caroline Stutsman, Partner with the accounting firm, explained BerganKDV issued an unmodified opinion which is the highest level of opinion the City can receive and means the auditor believes the financial statements are fairly presented in all material respects.

Ms. Stutsman showed a graph comparing General Fund revenues over the past few years. Overall, the Fund breaks even. Case pointed out the City has recovered to its pre-pandemic financial levels.

Ms. Stutsman showed a graph depicting the General Fund expenditures over the past few years. She explained there is a notable increase due to increased wages and benefits. She also showed a table of a budgetary comparison for the General Fund. In total, the City is around two percent under budget.

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Ms. Stutsman showed a graph with the General Fund operations including the total revenues, total expenditures, cash and investment balance, and unassigned balance for each year since 2019. Case added \$30 million is not banked each year. Instead, it is carried over to the following budget year.

Ms. Stutsman showed a graph depicting the tax capacity, levy, and rates since 2019. The tax capacity increased over time, but the tax capacity rate has decreased. Case explained it is because of the solid tax base and the increased interest in folks working and living in the City.

Getschow noted the Annual Comprehensive Financial Report is over 200 pages. Once it is approved, the Report will be made available on the City's website.

MOTION: Nelson moved, seconded by Freiberg, to accept the 2023 Annual Comprehensive Financial Report. **Motion carried 4-0.**

C. SENIOR AWARENESS MONTH PROCLAMATION

Case read a proclamation declaring May as Senior Awareness Month in recognition of the contributions and accomplishments of Eden Prairie Seniors to the community.

Parks and Recreation Director Amy Markle thanked members of the Senior Advisory Council for their leadership and their commitment to the Senior Center. She noted there are a number of activities throughout the month. She noted representatives of the Senior Advisory Council are present and introduced Gayl Smith, Beth Lapp, and Sylvia Peterson.

V. APPROVAL OF AGENDA AND OTHER ITEMS OF BUSINESS

MOTION: Toomey moved, seconded by Freiberg, to approve the agenda as published. **Motion carried 4-0.**

VI. MINUTES

A. COUNCIL WORKSHOP HELD TUESDAY, APRIL 16, 2024

B. CITY COUNCIL MEETING HELD TUESDAY, APRIL 16, 2024

MOTION: Toomey moved, seconded by Nelson, to approve the minutes of the Council workshop held Tuesday, April 16, 2024, and the City Council meeting held Tuesday, April 16, 2024, as published. **Motion carried 4-0.**

VII. REPORTS OF ADVISORY BOARDS AND COMMISSIONS

VIII. CONSENT CALENDAR

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- A. **CLERK'S LIST**
- B. **EDEN PRAIRIE RIDGE BY THE PEMTOM LAND COMPANY APPROVE SECOND READING OF ORDINANCE NO. 04-2024 FOR ZONING CHANGE ON 1.76 ACRES, APPROVE DEVELOPMENT AGREEMENT**
- C. **ADOPT RESOLUTION NO. 2024-041 APPROVING PARTICIPATION OF THE HENNEPIN COUNTY HOUSING AND REDEVELOPMENT AUTHORITY IN EDEN PRAIRIE AFFORDABLE HOUSING PROJECTS**
- D. **ADOPT RESOLUTION NO. 2024-042 APPROVING APPLICATION TO CONDUCT OFF-SITE GAMBLING BY EDEN PRAIRIE HOCKEY ASSOCIATION**
- E. **ADOPT RESOLUTION NO. 2024-043 APPROVING MEMBERSHIP IN HENNEPIN COUNTY FIRE CHIEFS ASSOCIATION**
- F. **ADOPT RESOLUTION NO. 2024-044 ORDERING REMOVAL OF HAZARDOUS BUILDING LOCATED AT 17391 RUSTIC HILLS DRIVE**
- G. **ADOPT RESOLUTION NO. 2024-045 APPROVING WEST 70TH STREET CONDEMNATION SETTLEMENT AGREEMENT**
- H. **ADOPT RESOLUTION NO. 2024-046 ORDERING PETITIONED IMPROVEMENTS AND INCLUDE IN DELL ROAD IMPROVEMENT PLANS AND SPECIFICATIONS**
- I. **APPROVE PROFESSIONAL SERVICES AGREEMENT FOR WEST 70TH STREET IMPROVEMENT PROJECT CONSTRUCTION ADMINISTRATION WITH SRF CONSULTING GROUP**
- J. **APPROVE PROFESSIONAL SERVICES AGREEMENT FOR PRAIRIE CENTER DRIVE PAVEMENT REHABILITATION PROJECT CONSTRUCTION ADMINISTRATION WITH SRF CONSULTING GROUP**
- K. **APPROVE PROFESSIONAL SERVICES AGREEMENT FOR ANDERSON LAKES PHASE XI POND INVENTORY AND INSPECTION PROGRAM WITH STANTEC**
- L. **APPROVE MODEL USE AGREEMENT WITH RILEY PURGATORY BLUFF CREEK WATERSHED DISTRICT**
- M. **APPROVE INSTITUTION COMMUNITY WORK CREW AGREEMENT FOR 2024 THROUGH 2026**
- N. **APPROVE PURCHASE OF KNOX BOX KEY SECURE DEVICES FROM**

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KNOX COMPANIES

- O. **ACCEPT QUOTE AND AUTHORIZE ENTERING INTO CONTRACT FOR GOODS AND SERVICES FOR HIDDEN PONDS TRAIL TREE PLANTING WITH HOFFMAN & MCNAMARA**
- P. **AWARD CONTRACT FOR REMOVAL AND REPLACEMENT OF CURB AND GUTTER TO CURB MASTERS INCORPORATED**

MOTION: Freiberg moved, seconded by Toomey, to approve Items A-P on the Consent Calendar. **Motion carried 4-0.**

IX. PUBLIC HEARINGS / MEETINGS

- A. **ENCLAVE AT MANOR ROAD** by Brandl Anderson. Resolution No. 2024-047 for Planned Unit Development (PUD) Concept Review, first reading of Ordinance for PUD District Review with Waivers and Zoning Change from Rural to R1-9.5 on 6.43 acres, Resolution No. 2024-048 for Preliminary Plat on 6.43 acres, Resolution No. 2024-049 supporting Park Dedication Fees.

Getschow stated the applicant is requesting approval to divide one parcel into 17 single family lots and one outlot. The 6.43-acre property is located at 6591 168th Avenue West, which is about a quarter mile north of Duck Lake. The proposed density is 2.64 units per acre, which is consistent with the Low-Density residential guiding. The current zoning is Rural, and the applicant is requesting a zoning district change to R1-9.5. A PUD is also being requested with three waivers related to front yard setback and minimum lot width. A public hearing for this item was held at the April 8, 2024, Planning Commission meeting. The Planning Commission expressed support for the project and ultimately voted 8-0 to recommend approval.

Chris Contreras, President of Brandl Anderson Homes, introduced himself. He explained the Enclave at Manor Road has a few requests such as setbacks adjusted to save more of the trees. The development would have self-imposed redundancy rules, and the developers are committed to working with the community.

Mr. Contreras showed an aerial view of the proposed site. They plan to size the pipes properly to benefit the pond. He showed the landscaping plan and noted their preference to maintain as many trees as possible. If things go as planned, development would start in June 2024.

Mr. Contreras stated the homes would be 2400 to 4100 square feet. Pricing would start in the low \$700,000 range. He showed an example of elevations from other developments.

Patricia Ferris, 6537 W 168th Avenue, explained everyone has to walk by her house to walk to the park. She stated she has heard concerns from various

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neighbors such as the water drainage system, tree management, the number of new houses, the naming of the development, the increased traffic, a potential impact on the already overpopulated schools, the drop-off near the pond and other negative impacts on wildlife, and more.

Ms. Ferris stated she personally has concerns about the water drainage pond. It occupies a lot of space near her property. It is likely to negatively impact her pool. Two houses with the worst water problems won't benefit from the water pipe changes. A petition with 46 signatures has been submitted to the Council requesting that the neighborhood has more time to provide input. They were notified of the development at the end of summer 2023, but no one was available to speak with current residents until early spring of 2024. They would like an opportunity to have small group conversations with the Council. She tried to schedule a workshop with the Council prior to this public hearing, but the calendar was full.

Ms. Ferris added she just replaced her large driveway. The development wants to tear up a portion of it, but they only plan to replace the portion they tear up. She doesn't want her driveway to be mismatched.

Marie Jackson, 6537 W 168th Avenue, explained she has lived in the neighborhood since she was ten-years-old and has gathered all of the signatures showing opposition to the project. She didn't even have the opportunity to speak with everyone that will be impacted by the project.

Ms. Jackson noted she emailed the Council a copy of the signatures, though not all of the signatures were included in the print-out because her printer broke. She emailed them in hopes that the Council would be prepared to answer her questions.

Ms. Jackson added the fallen firefighter Mr. Johns responded to a call at her home during his last shift. She stated he was a light and it was an honor to see him do his job.

Ms. Jackson stated the pond does not have a plan for a worst-case-scenario. The climate is constantly changing, and they don't know how it will impact the plan. There need to be safety provisions in line for a scenario where her house would be negatively impacted. She asked who she calls if there are issues and who will do maintenance on the pond. Her home is valued at over \$650,000 due to the work she and her family have done on it, and they care about their home.

Ms. Jackson pointed out it takes 30 seconds for a child to drown, and she has two small children to consider. She has been told the pond is four-feet-deep by one person and ten-feet-deep by another person. Ample generations of children have lived in the neighborhood, and now they will all face the danger of a pond.

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Ms. Jackson noted her street is already used as a through-street, though it shouldn't be. The traffic would only be worsened with a development.

William Crestwood, 16881 South Manor Road, explained there are already water issues in the neighborhood. He previously reached out to the City Engineer to discuss his home's specific issue. Many of his neighbors have experienced flooding issues and have multiple sump pumps. As it stands, there is no drainage on the streets. He is looking for a way to alleviate mud pits in his yard without negatively impacting the overburdened sewer system. He asked for the developer to provide alternative options or for the neighborhood to be provided with certain assurances regarding their concerns.

Mr. Crestwood noted traffic calming efforts would be helpful. Anything to slow down traffic would be beneficial for the neighborhood. The cut-through traffic is likely to be more of an issue with additional development.

Mr. Crestwood added he supports development, but he doesn't love the idea of wildlife being displaced.

Caroline Pittard, 647 Mere Drive, noted she understands the area has always intended to be developed. However, seventeen homes seems like too many for the area. The plan doesn't add trees between the new homes and existing homes, so her home would go from a wooded view to the view of another house. She requested the lot sizes be reconsidered to allow for more trees and screening.

Ms. Pittard stated she also has safety concerns. There is a lack of stop signs as it stands, and more cars in the area would only agitate the pre-existing safety issues. There are usually cars parked on both sides of the street, so the road ends up being very narrow. Also, the wildlife will be displaced, which would result in more safety impacts.

Ms. Ferris noted the neighborhood representatives would be interested in working directly with the developer to create some solutions. For example, all parties would benefit if the last two homes were to be added to the new pipe system. No alternatives have been proposed thus far.

MOTION: Nelson moved, seconded by Freiberg to close the public hearing.
Motion carried 4-0.

Toomey explained she has received complaints from residents in the neighborhood regarding traffic. She asked if there is an option to add a stop sign, additional signage, or a speed trailer.

Getschow stated the Police Department does directed patrol where they saturate a certain area. Ellis explained Staff can gather data to determine the volume and speeds throughout the days. He noted there has only been one car accident which

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included a car swerving to avoid a deer. It isn't favorable to add a stop sign before data collection because it can speed up traffic elsewhere.

Toomey asked if other signage could be helpful. Ellis stated the data collection should tell Staff what type of signage would be most impactful for the specific area.

Toomey asked for more information about the pond and the old pipes. Ellis stated the developer is putting in a stormwater system that meets all of the City's requirements. It needs to connect to something for discharge. They are going to connect to an existing pipe which is under Ms. Ferris' driveway.

Case asked if the pipe is on Ms. Ferris' property or on a right of way. Ellis stated the pipe is in a utility easement. It seems Ms. Ferris suggested moving the pond to a more centrally located area and to connect to the stormwater system elsewhere. Ultimately, someone's yard will be impacted.

Case pointed out Ms. Ferris has a beautiful, new driveway. It is extremely difficult to match concrete color. He asked if there is an alternative solution. Ellis stated either the road or the driveway will need to be torn up. He asked for the developer to speak to the design as they would have to pay for whatever work is done. The developer would only need to replace the portion of the driveway they impacted.

Mr. Conteras stated the developer is willing to replace the whole driveway.

Toomey asked where the pond would go if there is an overflow. Ellis explained the pond is four-feet-deep. If there was an extreme event, the pond could be up two nine-and-a-half feet. The emergency overflow would go to the northwest corner of the outlet into 168th Avenue West.

Case asked if there is any scenario where the water could go into a resident's pool. Ellis stated he doesn't see how that could happen.

Case asked who would be responsible if there was an issue with flooding or weeds. Ellis stated there is a stormwater utility team that responds to 911 calls at any hour.

Case asked how often the stormwater system is maintained. Ellis stated every five years each stormwater pond is assessed and receives any necessary maintenance.

Freiberg noted there is still some concern about the pond. He asked if there is a possibility for a fence to go around the stormwater pond to promote safety. Ellis pointed out there are hundreds of ponds across the City, and they have never fenced any of them.

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Freiberg stated the drop-off for the pond is very steep. Case stated all wet stormwater ponds have a similar construction, and Eden Prairie has never had an issue.

John Bender, Civil Engineer for the project, explained the pond is required to have a safety bench around the perimeter. The first ten feet slope increase in slope by one-foot.

Nelson asked what the City does for drainage issues in basements. She asked how they could help the residents, though it doesn't relate to the development. Ellis stated the City has been installing a sump pump collection system, which has been completed on North Manor Road. Other residents have expressed concern with their sump pumps, and he will reach out to them to discuss adding their neighborhoods to the system. Ellis added 17 additional basements could help take the load off of the existing sump pumps.

Case pointed out the City is required to get sump pump water out of the sewer system.

Case asked how the pond's location and type was chosen. Mr. Bender stated the pond location was chosen because of its proximity to the stormwater sewer system. The configuration was chosen because it met both the City's requirements and the Watershed District's requirements.

Case added traffic and speed are two separate phenomenon. The City has responses available for any concerns. He encouraged residents to contact the City as needed. Traffic won't have a large impact from the development. There could be an issue with the double-sided parking, and the City is willing to help with any parking concerns.

Case noted the City is also willing to help homeowners with any sump pump issues. The addition of the stormwater pond and several more sump pumps will only help the rest of the neighborhood.

Nelson stated there was a question about adding trees on property lines. Mr. Contreras explained there is an easement near the property line in question. However, they would be willing to pay for trees elsewhere on the lots.

Nelson asked if the new builds will have sump pumps. Mr. Contreras stated any homes they build with basements will have sump pumps, unless they are walkout basements.

Case pointed out the concern about school size issues is a micro-level issue. Property owners have the right to realize the value of their land. Ultimately, the market dictates what types of developments are built. The school districts do their own projections, and their enrolment is already decreasing.

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Case added there are ten square miles of deer habitat in the City. Staff tries to keep 25 deer per square mile of deer habitat. The herd is culled as necessary. In the big picture, the deer will be fine.

Nelson noted the school district's enrolment peaked in 2004, and it has steadily declined since then.

MOTION: Toomey moved, seconded by Nelson, to adopt Resolution No. 2024-047 for Planned Unit Development Concept Review on 6.43 acres, approve the first reading of an Ordinance for Planned Unit Development District Review with waivers and Zoning Change from Rural to R1-9.5 on 6.43 acres, adopt Resolution No. 2024-048 for a Preliminary Plat of one parcel into 17 lots and one outlot on 6/43 acres, adopt Resolution No. 2024-049 for the Findings of Fact in support of Park Dedication Fees, direct Staff to prepare a Development Agreement incorporating Staff and Commission recommendations and Council conditions, and authorize the issuance of an early Land Alteration Permit for Enclave at Manor Road at the request of the Developer subject to the conditions outlined in the permit.

Nelson pointed out she expects the developer to follow through with the commitments they have made. She suggested they avoid skimping on the trees.

Case explained one home had significant concerns about their property. He requested Staff remain in consistent contact with the home in question.

VOTE ON THE MOTION: Motion carried 4-0.

Case thanked the audience for respectful commentary.

- B. LOTUS VILLAS ON ANDERSON LAKE** by Ron Clark Construction. Resolution No. 2024-050 for Guide Plan Change from Office to Low Density Residential on 5.0 acres, Resolution No. 2024-051 for PUD Concept Review, First reading of Ordinance for Zoning change from Office to R1-9.5 and PUD District Review with Waivers on 5 acres, Resolution No. 2024-052 for Preliminary Plat on 5.0 acres, Resolution No. 2024-053 supporting Park Dedication Fees.

Getschow stated the applicant proposes removing the existing office building and redeveloping the property into 19 single family lots and two outlots. The applicant describes the development as a villa style neighborhood, where property owners own and maintain their home, but an association maintains the grounds, including lawn areas, driveways, and the private street. Development improvements include a single looped private drive, utility and storm water management improvements, a pond, landscaping, and screen fencing. The applicant requests a Comprehensive Plan land use change to residential, which allows a density of 0.1-5.0 units per acre and a zoning district change to R1-9.5.

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The Planning Commission voted 8-0 to recommend approval.

Mike Waldo, representative of Ron Clark Construction, provided background on the history of the business and pointed out the community engagement efforts included in the process. He showed an aerial view of the property.

Tim Witt, Architect for the project, stated they are looking to develop the area with single-family homes. The office building always seemed to be out of place. He showed an image of the site plan. They originally considered a mixed-use site, but the community feedback changed the direction of the project. The development will have ample parking for both residents and visitors. There are no driveways around Prairie Lakes Drive, and the pond is on Prairie Lakes Drive to break up some street views. A sidewalk will be added to connect to existing sidewalks.

Mr. Witt explained the dimensions of the homes. There will be variety in the design of the exterior. There are a number of benefits for the site such as a single developer and a Homeowner's Association.

Case asked if Waterlily Circle will be a private drive. Mr. Witt confirmed it would be private.

Mr. Waldo explained they are looking for a few minor waivers for the villa concept. They hope to honor seniors and empty nesters with the neighborhood. The pond was put near the road as it was the closest piece to the infrastructure for treatment, and it acts as a buffer. There isn't currently treatment of the water. It will also increase the tax base around ninefold.

Mr. Waldo pointed out they worked closely with neighbors most impacted by the development. They considered putting a fence on the property line, but they worked with the neighbors to move the fence due to the berm. The developer will pay for the fence and then sign over ownership to the other Homeowner's Association. Mr. Waldo added they ultimately want to be a good neighbor.

Terry Pearson, 10827 Leaping Deer Lane, stated she and her neighbors have been very involved in development in the area. They have had a good experience working with Hartford Commons, which shares the same architect. The builder has gone above and beyond in connecting with the existing residents. Any concerns were addressed. Ultimately, they are very supportive of the development.

MOTION: Nelson moved, seconded by Toomey, to close the public hearing.
Motion carried 4-0.

Nelson asked how many trees will be added. Mr. Waldo stated he doesn't have the exact number, but they have exceeded the City's standards. They typically

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add trees at twenty percent above the requirements.

Case stated he counted 76 trees on the plans.

Nelson asked if the homes are solar-ready or solar-capable. Mr. Waldo explained the trusses and conduits can handle solar panels. An electric vehicle charger is also wired.

Freiberg asked what the price range will be. Mr. Waldo stated the homes will start at \$900,000 and go up to around \$1.5 million.

Toomey noted her appreciation of the added trees and the variation of exteriors. Mr. Waldo pointed out they added more trees on top of the ones that needed to be removed.

MOTION: Nelson moved, seconded by Toomey, to adopt Resolution No. 2024-050 for a Guide Plan Change from Office to Low Density Residential on 5.0 acres, adopt Resolution No. 2024-051 for a PUD Concept Plan Review on 5.0 acres, approve the first reading of an Ordinance for a PUD District Review with waivers and a Zoning District Change from Office to R1-9.5 on 5.0 acres, adopt Resolution No. 2024-053 in support of Park Dedication Fees on 5.0 acres, direct Staff to prepare a Development Agreement incorporating Staff and Commission recommendations and Council considerations, authorize the issuance of an early Land Alteration Permit for Lotus Villas on Anderson Lake at the request of the Developer subject to the conditions outlined in the permit, and adopt Resolution No. 2024-052 for a Preliminary Plat. **Motion carried 4-0.**

- C. **ASIA MALL PARKING LOT EXPANSION** by Elliott Design Build, LLC. Resolution No. 2024-054 for Planned Unit Development Concept Review on 4.69 acres, first reading of Ordinance for Planned Unit Development Review with Waivers on 4.69 acres.

Getschow pointed out Asia Mall opened in November 2022 and initial experience found that the amount of parking on site did not meet the business need. He noted the initial approval process alluded to some parking concerns. The applicant is proposing an expansion of the surface parking lot, adding 122 spaces, increasing the total number of spaces on site to 424. The applicant is seeking waivers to City Code requirements including number of parking spaces, size and number of parking islands, impervious surface, and setbacks. The Planning Commission voted 5-3 to recommend approval of the project at the March 25, 2024 meeting.

Wayde Johnson, representative of Amcon Construction Company, stated they plan to move the pond to become underground water storage. They have worked with the Watershed District to create the solution.

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Mr. Johnson stated the use requires 445 parking spots, and the additional parking area will create a total of 425 parking stalls. The Institute of Transportation Engineers calculates a need of 334 to 367 spots. The Planning Commission recommended the engineers do a real-time count. The peak counts were collected on April 27, 2024 and May 4, 2024 to show 247 and 252 spots respectively.

Amor Zhao, CEO of Asia Mall, stated they have been successful and need more parking. There is off-site parking for employees. A sign has been added to direct guests to the underground parking area.

No one wished to address the Council.

MOTION: Toomey moved, seconded by Nelson, to close the public hearing.
Motion carried 4-0.

Nelson asked if there will be a door into the Asia Mall near the new parking area. Mr. Johnson stated the parking area will be near the east side of the lot, but there won't be changes on the access door. In the long run, he anticipates employees will be asked to park in the new lot as it is most inconvenient for customers.

Case asked if there is an elevator from the underground parking. Mr. Johnson confirmed there is an elevator.

Nelson noted many people will be happy for more parking.

Freiberg asked if more parking will be needed in the long-run. Mr. Johnson stated the building is fully built-out. The change would have to change to a different use to require more parking stalls.

Toomey congratulated Asia Mall on its success.

Case asked for information on the wetland impacts of the project. Ellis stated the technology for the underground water storage is reliable. One variance is requesting more impervious surface, but it isn't uncommon for the highly-developed area. He added the safety impact is the most important part of the project.

Case asked if the area is wetland. Ellis stated he isn't sure about the exact designation, but it is a stormwater pond rather than a wetland. The Watershed District will still need to approve the plan.

Mr. Johnson added he expects for the District to approve their request as it meets all of their requirements. He pointed out the stormwater pond was created when Gander Mountain was built, so it is not naturally-occurring.

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MOTION: Toomey moved, seconded by Nelson, to adopt Resolution No. 2024-054 for a Planned Unit Development Concept Review on 4.69 acres, approve the first reading of the Ordinance for a Planned Unit Development District Review with waivers on 4.69 acres, direct Staff to prepare a Development Agreement incorporating Staff and Commission recommendations and Council conditions, and authorize the issuance of an early Land Alteration Permit for Asia Mall at the request of the Developer subject to the conditions outlined in the permit. **Motion carried 4-0.**

Case asked when the project will begin. Mr. Johnson stated it depends on when Staff approves the permit.

X. PAYMENT OF CLAIMS

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

XI. ORDINANCES AND RESOLUTIONS

XII. PETITIONS, REQUESTS, AND COMMUNICATIONS

XIII. APPOINTMENTS

XIV. REPORTS

A. REPORTS OF COUNCIL MEMBERS

B. REPORT OF CITY MANAGER

C. REPORT OF COMMUNITY DEVELOPMENT DIRECTOR

D. REPORT OF PARKS AND RECREATION DIRECTOR

E. REPORT OF PUBLIC WORKS DIRECTOR

F. REPORT OF POLICE CHIEF

G. REPORT OF FIRE CHIEF

H. REPORT OF CITY ATTORNEY

XV. OTHER BUSINESS

XVI. ADJOURNMENT

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MOTION: Nelson moved, seconded by Toomey to adjourn the meeting. **Motion carried 4-0.** Mayor Case adjourned the meeting at 9:07 p.m.

Respectfully submitted,

Sara Aschenbeck, Administrative Support Specialist

CITY COUNCIL AGENDA SECTION: Consent Calendar		DATE: May 21, 2024
DEPARTMENT/DIVISION: Christy Weigel, Police/ Support Unit	ITEM DESCRIPTION: Clerk’s License Application List	ITEM NO.: VIII.A.

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

Requested Action

Motion: Approve the licenses listed below

On-Sale and Sunday Liquor License

2AM Closing Permit - Renewal

Famous Craft Concepts, LLC

DBA: Champps

8010 Glen Lane

CITY COUNCIL AGENDA SECTION: Consent Calendar		DATE: May 21, 2024
DEPARTMENT/DIVISION: Carter Schulze Public Works / Engineering	ITEM DESCRIPTION: I.C. 19810 Award Contract for the W 70 th Street Improvement Project to GMH Asphalt Corporation	ITEM NO.: VIII.B.

Requested Action

Move to: Award Contract for the W 70th Street Improvement Project to GMH Asphalt Corporation in the amount of \$1,190,518.31.

Synopsis

5 bids were received on Thursday, May 9, 2024. The bids received are summarized below.

Engineer's Estimate	\$1,066,341.00
GMH Asphalt Corp.	\$1,190,518.31
Northwest	\$1,233,982.74
New Look Contracting, Inc.	\$1,248,735.00
Park Construction Company	\$1,297,118.76
Bituminous Roadways, Inc.	\$1,432,961.55

City staff recommend awarding the contract for the project to GMH Asphalt Corporation, in the amount of \$1,190,518.31.

Background Information

The West 70th Street corridor, which includes this improvement project and two segments that have recently been constructed, will result in a continuous West 70th Street roadway connection between Flying Cloud Drive and Shady Oak Road. The west segment, completed in 2015, was the extension of West 70th Street from its previous terminus westerly to Flying Cloud Drive. The east segment includes the reconstruction of the existing West 70th Street roadway to match the design of the west extension.

The two segments of West 70th Street are divided by the proposed Southwest LRT alignment, which crosses West 70th and the Golden Triangle LRT Station. Design of the roadway was coordinated with the Southwest LRT design. LRT civil construction in this area is complete.

Construction is scheduled to start following contract award and is to be completed by August 30, 2024.

Project Cost Summary

GMH Asphalt Corporation's low bid is within acceptable contingency costs for this project. This project will utilize the Capital Maintenance and Reinvestment Funds, Utility funds, the remainder of grant funding previously received for this corridor and Economic Development funds.

Attachment

Contract Agreement

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, made and executed this 21st day of May 2024, by and between City of Eden Prairie, a Minnesota municipal corporation, hereinafter referred to as the "CITY", and GMH Asphalt Corporation, a Minnesota corporation, hereinafter referred to as the "CONTRACTOR",

WITNESSETH:

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

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

I.C. #19810 West 70th Improvement 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 \$1,190,518.31.

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

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

(1) Legal and Procedural Documents

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

(2) Special Conditions

(3) Detail Specifications

(4) General Conditions

(5) Plans

(6) Addenda, Supplemental Agreements and Change Orders

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 schedule provided in the Contract Documents.

VI. This Agreement shall be executed in one (1) copy.

(signature pages follow)

CITY COUNCIL AGENDA		DATE:
SECTION: Consent Calendar		May 21, 2024
DEPARTMENT/DIVISION:	ITEM DESCRIPTION: I.C. 24803	ITEM NO.:
Adam Gadbois Public Works / Engineering	Award Contract for the Prairie Center Drive Pavement Rehabilitation Project to Northwest Asphalt, Inc.	VIII.C.

Requested Action

Move to: Award Contract for the Prairie Center Drive Pavement Rehabilitation Project in the amount of \$2,814,047.90 to Northwest Asphalt, Inc.

Synopsis

Five bids were received on Thursday, May 9, 2024. The engineer's estimate and bids received are summarized below.

Engineer's Estimate	\$3,209,530.00
Northwest Asphalt, Inc.	\$2,814,047.90
Bituminous Roadways, Inc	\$2,990,355.83
Park Construction Company	\$3,068,853.00
S.M. Hentges & Sons, Inc.	\$3,437,639.50
GMH Asphalt Corp.	\$4,302,725.45

City staff recommend awarding the contract for the project to Northwest Asphalt, Inc., in the amount of \$2,814,047.90.

Background Information

The Prairie Center Drive Pavement Rehabilitation project involves complete removal of the existing asphalt pavement along the project corridor and replacement with a stabilized base material and new asphalt section. The scope also includes improvements to the existing traffic signal at Regional Center Drive/Columbine Road/Prairie Center Drive which include flashing yellow arrow conversion and reconstructing the pedestrian facilities to meet current Americans with Disabilities Act requirements. Construction will be phased along the corridor and will result in directional closures and detours for the travelling public. It is anticipated that construction will begin in mid-to-late June and be substantially complete by September 2024.

Project Cost Summary

The low bid received from Northwest Asphalt, Inc., was under the engineer's estimate by approximately 12%. The project will be funded by the pavement management fund, the transportation fund, and the storm water utility fund.

Attachment

Contract Agreement

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, made and executed this 21st day of May 2024, by and between City of Eden Prairie, a Minnesota municipal corporation, hereinafter referred to as the "CITY", and Northwest Asphalt, Inc., a Minnesota corporation, hereinafter referred to as the "CONTRACTOR",

WITNESSETH:

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

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

I.C. #24803 Prairie Center Drive Pavement Rehabilitation 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 \$2,814,047.90.

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

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

(1) Legal and Procedural Documents

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

(2) Special Conditions

(3) Detail Specifications

(4) General Conditions

(5) Plans

(6) Addenda, Supplemental Agreements and Change Orders

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 schedule provided in the Contract Documents.

VI. This Agreement shall be executed in one (1) copy.

(signature pages follow)

CITY COUNCIL AGENDA SECTION: Consent Calendar		DATE: May 21, 2024
DEPARTMENT/DIVISION: Rick Wahlen Public Works/Utilities	ITEM DESCRIPTION: Approve Professional Services Agreement with AE2S for Instrumentation and Control Systems Programming and Configuration for Wastewater Lift Station Rehabilitation Projects	ITEM NO.: VIII.D.

Requested Action

Move to: Approve Professional Services Agreement with Advanced Engineering and Environmental Services, Inc. (AE2S) in the amount of \$63,112 for Engineering Services in Support of Rehabilitating four Sanitary Sewer Lift Stations.

Synopsis

This contract is for the programmable logic controller (PLC) and Supervisory Control and Data Acquisition (SCADA) programming services associated with the four lift stations located at: 12900 Roberts Drive, 8491 Red Oaks Drive, 9395 Shetland Road, and 18352 Cattail Court.

Background Information

The Utility Division Capital Improvement Budget includes annually the rehabilitation of up to two sanitary sewer lift stations in order to maintain a planned, preventive maintenance, comprehensive overhaul of the city's 22 sewer lift stations before they become seriously degraded. Under this plan, the selected lift stations are made like-new and able to perform reliably. Staff recommends approval of a professional services agreement with AE2S for the instrumentation and controls programming services necessary for these rehab projects. Costs for these services are substantially less by entering into an agreement for all four systems simultaneously, as opposed to completing an agreement for each one individually. All costs associated with this project will be drawn from the wastewater enterprise capital improvement fund.

Attachments

Agreement

Agreement for Professional Services

This Agreement (“Agreement”) is made on the 21st day of May, 2024, between the City of Eden Prairie, Minnesota (hereinafter “City”), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Advanced Engineering & Environmental Services, LLC. (AE2S) (“Consultant”), a North Dakota limited liability company (hereinafter “Consultant”) whose business address is 6901 East Fish Lake Road, Suite 184, Maple Grove, MN 55369.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for the programming of new instrumentation and controls and basic component installation at four City owned sanitary lift stations located at 12900 Roberts Drive, 8491 Red Oaks Drive, 9395 Shetland Road, and 18352 Cattail Court hereinafter referred to as the “Work”.

The City and Consultant agree as follows:

1. **Scope of Work.** The Consultant agrees to provide the professional services shown in Exhibit A (Scope of Services) in connection with the Work. Exhibit A is intended to be the scope of service for the work of the Consultant. 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. **Term.** The term of this Agreement shall be from May 21, 2024 through November 30, 2025 the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to pay the Consultant on an hourly basis plus expenses in a total amount not to exceed \$ 63,112.00 for the services as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.

- c. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
- 4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - a. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
 - b. Consideration of the Consultant's Work. The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
 - c. Standards. The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
 - d. City's Representative. A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
- 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
 - a. Progress Payment. For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.

- b. **Suspended Work.** If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services set forth on Exhibit A performed prior to receipt of written notice from the City of such suspension.
 - c. **Payments for Special Consultants.** The Consultant shall be reimbursed for the work of special consultants, as described herein, and for other items when authorized in writing by the City.
 - d. **Claims.** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
6. **Project Manager and Staffing.** The Consultant 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. Consultant may not remove or replace the Project Manager without the approval of the City.
7. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
8. **Termination.** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the Work identified herein.
9. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant

has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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

11. **Insurance.**

- a. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.
- b. If Consultant's insurance does not afford coverage on behalf of subcontractors, Consultant must require and verify that all subcontractors maintain insurance meeting all the requirements of this paragraph 11, and Consultant must include in its contract with subcontractors the requirement that the City be listed as an additional insured on insurance required from subcontractors. In such case, prior to a subcontractor performing any Work covered by this Agreement, Consultant must: (i) provide the City with a certificate of insurance issued by the subcontractor's insurance agent indicating that the City is an additional insured on the subcontractor's insurance policy; and (ii) submit to the City a copy of Consultant's agreement with the subcontractor for purposes of the City's review of compliance with the requirements of this paragraph 11.
- c. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$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

- d. 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.
- e. Professional Liability Insurance. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.
- f. Consultant shall maintain "stop gap" coverage if Consultant obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- g. 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.
- h. All policies, except the Professional Liability Policy, shall apply on a "per project" basis.
- i. All General Liability policies, Automobile Liability policies and Umbrella policies shall contain a waiver of subrogation in favor of the City.
- j. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.

- k. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement. The Professional Liability policy shall insure the defense and indemnity obligations assumed by Consultant under this Agreement except with respect to the liability for loss or damage resulting from the negligence or fault of anyone other than the Consultant or others for whom the Consultant is legally liable.
- l. Consultant agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.
- m. It shall be Consultant's responsibility to pay any retention or deductible for the coverages required herein.
- n. 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.
- o. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- p. **A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Consultant's Work.** Upon request a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- q. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless

of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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

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

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

12. **Indemnification.** Consultant will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Consultant, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Consultant, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Consultant harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.
13. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
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 Consultant shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
17. **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 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.

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 Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
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 Consultant 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 Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement.

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

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

**CONSULTANT –
Advanced Engineering & Environmental
Services, LLC**

By:
Its:

Exhibit A; Scope of Services

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

**RE: Proposal to City of Eden Prairie
 City of Eden Prairie, MN – Lift Stations 1, 11, 13, 15 Programming Professional Services**

Dear Mr. Wahlen:

Advanced Engineering and Environmental Services, LLC (AE2S – CONSULTANT) proposes to render professional services for programmable logic controller (PLC) and Supervisory Control and Data Acquisition (SCADA) programming services associated with Lift Stations 1, 11, 13, and 15 to the City of Eden Prairie (CITY).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CITY and CONSULTANT shall be governed regarding the Assignment.

Scope of Basic Services

CONSULTANT will perform the following tasks per site:

1. Project planning and coordination.
2. Perform PLC programming to create PLC programs for use within the lift stations PLC's consisting of controls, runtime, and alarms logic. Logic shall include the following:
 1. Pumps 1 and 2 running status.
 2. Pumps 1 and 2 runtimes.
 3. Pumps 1 and 2 start counts.
 4. Pumps 1 and 2 fault status.
 5. Pumps 1 and 2 Hand-Off-Auto switch in hand position feedback.
 6. Pumps 1 and 2 Hand-Off-Auto switch in auto position feedback.
 7. Pumps 1 and 2 fail to start alarms.
 8. Pumps 1 and 2 over-temp alarms.
 9. Pumps 1 and 2 seal fail alarms.
 10. Wet well level.
 11. High wet well alarm and adjustable setpoint (level transmitter).
 12. High wet well alarm (float).
 13. Low wet well alarm and adjustable setpoint (level transmitter).
 14. Low wet well alarm (float).
 15. Communication status.
 16. Control panel intrusion.
 17. Control power fail alarm.
 18. Control panel surge arrestor failure.
 19. Control panel high temperature alarm and adjustable setpoint.
 20. Control panel low temperature alarm and adjustable setpoint.
 21. UPS failure alarm.
 22. Level control and adjustable setpoints.
 23. Pump alternation controls.
 24. Backup mode controls.
 25. Alarm disable/enable control.
 26. Simulation mode items.

3. Perform PLC programming within the Lift Stations Master PLC to create data mapping and telemetry messaging logic.
4. Perform operator interface terminal (OIT) programming to create graphical interfaces for all local lift stations controls, runtimes, and alarms.
5. Perform SCADA programming to create graphical interfaces within the SCADA application for associated lift stations controls, runtimes, and alarms.
6. Configure the following as historical data within Historian:
 1. Pumps running status.
 2. Pumps runtimes.
 3. Pumps start counts.
 4. Wet well level.
 5. Utility power failure alarming.
7. Create trends to monitor lift stations wet well level and pumps running status.
8. Add associated alarms to existing WIN-911 alarming software.
9. Perform radio configuration.
10. Radio antenna termination and commissioning.
11. Startup and commissioning of lift stations control panels.
12. Testing and commissioning of lift stations PLC logic and controls.
13. Operator training.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the assignment are not included as a part of the Scope of Basic Services.

CITY's Responsibilities

CITY shall do the following in a timely manner, so as not to delay the services of CONSULTANT:

1. Designate a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to services for the Assignment.
2. Provide access to the relevant sites sufficient for CONSULTANT to perform its services under this Agreement.
3. CITY shall, so long as CONSULTANT is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CITY shall bear all costs incident to compliance with its responsibilities pursuant to this section.

Fees

CONSULTANT shall render services under this Agreement on an hourly basis in accordance not to exceed sixty-three thousand one hundred twelve dollars (\$63,112) without written authorization from CITY, including reimbursement for all project related expenses.

Lift Station 1 Professional Services	Professional Fees
<i>Project Planning and Coordination</i>	<i>\$872</i>
<i>PLC Programming – Lift Station PLC</i>	<i>\$3,488</i>
<i>PLC Programming – Lift Stations Master PLC</i>	<i>\$1,308</i>
<i>Operator Interface Programming</i>	<i>\$1,744</i>
<i>SCADA Programming</i>	<i>\$2,180</i>
<i>Historian Data Configuration</i>	<i>\$436</i>
<i>WIN-911 Alarm Configuration</i>	<i>\$436</i>

<i>Radio Configuration</i>	\$436
<i>Radio Antenna Cable Termination and Commissioning</i>	\$872
<i>Control Panel Startup and Commissioning</i>	\$2,616
<i>Controls Testing and Commissioning</i>	\$1,090
Total Lift Station 1 Professional Services	\$15,478

Lift Station 11 Professional Services	Professional Fees
<i>Project Planning and Coordination</i>	\$872
<i>PLC Programming – Lift Station PLC</i>	\$3,488
<i>PLC Programming – Lift Stations Master PLC</i>	\$1,308
<i>Operator Interface Programming</i>	\$1,744
<i>SCADA Programming</i>	\$2,180
<i>Historian Data Configuration</i>	\$436
<i>WIN-911 Alarm Configuration</i>	\$436
<i>Radio Configuration</i>	\$436
<i>Radio Antenna Cable Termination and Commissioning</i>	\$872
<i>Control Panel Startup and Commissioning</i>	\$2,616
<i>Controls Testing and Commissioning</i>	\$1,090
Total Lift Station 11 Professional Services	\$15,478

Lift Station 13 Professional Services	Professional Fees
<i>Project Planning and Coordination</i>	\$872
<i>PLC Programming – Lift Station PLC</i>	\$3,488
<i>PLC Programming – Lift Stations Master PLC</i>	\$1,308
<i>Operator Interface Programming</i>	\$1,744
<i>SCADA Programming</i>	\$2,180
<i>Historian Data Configuration</i>	\$436
<i>WIN-911 Alarm Configuration</i>	\$436
<i>Radio Configuration</i>	\$436
<i>Radio Antenna Cable Termination and Commissioning</i>	\$872
<i>Control Panel Startup and Commissioning</i>	\$2,616
<i>Controls Testing and Commissioning</i>	\$1,090
Total Lift Station 13 Professional Services	\$15,478

Lift Station 15 Professional Services	Professional Fees
<i>Project Planning and Coordination</i>	\$872
<i>PLC Programming – Lift Station PLC</i>	\$3,488
<i>PLC Programming – Lift Stations Master PLC</i>	\$1,308
<i>Operator Interface Programming</i>	\$1,744
<i>SCADA Programming</i>	\$2,180
<i>Historian Data Configuration</i>	\$436
<i>WIN-911 Alarm Configuration</i>	\$436
<i>Radio Configuration</i>	\$436
<i>Radio Antenna Cable Termination and Commissioning</i>	\$872
<i>Control Panel Startup and Commissioning</i>	\$2,616
<i>Controls Testing and Commissioning</i>	\$1,090
Total Lift Station 15 Professional Services	\$15,478

Professional Services	Professional Fees
<i>Lift Station 1 Professional Services</i>	\$15,478
<i>Lift Station 11 Professional Services</i>	\$15,478
<i>Lift Station 13 Professional Services</i>	\$15,478
<i>Lift Station 15 Professional Services</i>	\$15,478

Total Professional Services	\$61,912
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Reimbursables	Professional Fees
<i>Lift Station 1 Reimbursable Expenses (Supplies, Mileage, Etc.)</i>	<i>\$300</i>
<i>Lift Station 11 Reimbursable Expenses (Supplies, Mileage, Etc.)</i>	<i>\$300</i>
<i>Lift Station 13 Reimbursable Expenses (Supplies, Mileage, Etc.)</i>	<i>\$300</i>
<i>Lift Station 15 Reimbursable Expenses (Supplies, Mileage, Etc.)</i>	<i>\$300</i>
Reimbursables Total	\$1,200

Project Totals	Professional Fees
<i>Programming Professional Services</i>	<i>\$61,912</i>
<i>Reimbursables</i>	<i>\$1,200</i>
Project Total	\$63,112

CITY COUNCIL AGENDA SECTION: Consent Calendar		DATE: May 21, 2024
DEPARTMENT/DIVISION: Adam Gadbois Public Works / Engineering	ITEM DESCRIPTION: I.C. 24803 Approve Professional Services Agreement with Braun Intertec Corp. for Construction Materials Testing Services for the Prairie Center Drive Pavement Rehabilitation Project	ITEM NO.: VIII.E.

Requested Action

Move to: Approve Professional Services Agreement with Braun Intertec Corp. for Construction Materials Testing Services for the Prairie Center Drive Pavement Rehabilitation Project.

Synopsis

This Professional Services Agreement will provide construction materials testing services for the pavement rehabilitation of Prairie Center Drive from TH 212 to Flying Cloud Drive.

Background Information

The Prairie Center Drive Pavement Rehabilitation project involves complete removal of the existing asphalt pavement along the project corridor and replacement with a stabilized base material and new asphalt section. The scope also includes improvements to the existing traffic signal at Regional Center Drive/Columbine Road/Prairie Center Drive which include flashing yellow arrow conversion and reconstructing the pedestrian facilities to meet current Americans with Disabilities Act requirements. Construction will be phased along the corridor and will result in directional closures and detours for the travelling public. It is anticipated that construction will begin in mid-to-late June and be substantially complete by September 2024.

Braun Intertec Corp. will test construction materials for compliance with the contract documents.

Financial Implications

The Professional Services Agreement with Braun Intertec Corp. has an estimated cost of \$48,577.00. Funding for the project includes the pavement management fund, the transportation fund, and the storm water utility fund.

Attachment

Professional Services Agreement

Agreement for Professional Services

This Agreement (“Agreement”) is made on the 21st day of May, 2024, between the City of Eden Prairie, Minnesota (hereinafter “City”), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and Braun Intertec Corporation., (“Consultant”), a Minnesota corporation (hereinafter "Consultant") whose business address is 11001 Hampshire Avenue S Minneapolis, MN 55438.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for Construction Materials Testing Services for the Prairie Center Drive Pavement Rehabilitation Project hereinafter referred to as the “Work”.

The City and Consultant agree as follows:

1. **Scope of Work.** The Consultant agrees to provide the professional services shown in Exhibit A (Braun proposal letter dated May 7, 2024) in connection with the Work. Exhibit A is intended to be the scope of service for the work of the Consultant. 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. **Term.** The term of this Agreement shall be from May 21, 2024 through December 1, 2024 the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to pay the Consultant on an hourly basis plus expenses in a total amount not to exceed \$ 48,577.00 for the services as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
 - c. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental

actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - a. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
 - b. Consideration of the Consultant's Work. The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
 - c. Standards. The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
 - d. City's Representative. A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
 - a. Progress Payment. For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.
 - b. Suspended Work. If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services set forth on

Exhibit A performed prior to receipt of written notice from the City of such suspension.

- c. Payments for Special Consultants. The Consultant shall be reimbursed for the work of special consultants, as described herein, and for other items when authorized in writing by the City.
 - d. Claims. To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
6. **Project Manager and Staffing.** The Consultant 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. Consultant may not remove or replace the Project Manager without the approval of the City.
7. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
8. **Termination.** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the Work identified herein.
9. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The

minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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

11. **Insurance.**

- a. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.
- b. If Consultant's insurance does not afford coverage on behalf of subcontractors, Consultant must require and verify that all subcontractors maintain insurance meeting all the requirements of this paragraph 11, and Consultant must include in its contract with subcontractors the requirement that the City be listed as an additional insured on insurance required from subcontractors. In such case, prior to a subcontractor performing any Work covered by this Agreement, Consultant must: (i) provide the City with a certificate of insurance issued by the subcontractor's insurance agent indicating that the City is an additional insured on the subcontractor's insurance policy; and (ii) submit to the City a copy of Consultant's agreement with the subcontractor for purposes of the City's review of compliance with the requirements of this paragraph 11.
- c. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$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

- d. 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.
- e. Professional Liability Insurance. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.
- f. Consultant shall maintain "stop gap" coverage if Consultant obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- g. 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.
- h. All policies, except the Professional Liability Policy, shall apply on a "per project" basis.
- i. All General Liability policies, Automobile Liability policies and Umbrella policies shall contain a waiver of subrogation in favor of the City.
- j. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.
- k. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement. The Professional

Liability policy shall insure the defense and indemnity obligations assumed by Consultant under this Agreement except with respect to the liability for loss or damage resulting from the negligence or fault of anyone other than the Consultant or others for whom the Consultant is legally liable.

- l. Consultant agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.
- m. It shall be Consultant's responsibility to pay any retention or deductible for the coverages required herein.
- n. 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.
- o. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- p. **A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Consultant's Work.** Upon request a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- q. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the

negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

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

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

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

12. **Indemnification.** Consultant will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Consultant, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Consultant, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Consultant harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.
13. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
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 Consultant shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
17. **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 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.

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

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

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

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

CONSULTANT

Braun Intertec Corporation

By: 

Its: Vice President, Principal Engineer



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

May 7, 2024

Revised Proposal QTB196131

Adam Gadbois, PE
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344

Re: Revised Proposal for Construction Materials Testing Services
Prairie Center Drive Pavement Rehabilitation Project
Eden Prairie I.C. No. 24803
Prairie Center Drive from Trunk Highway 212 to Flying Cloud Drive
Eden Prairie, Minnesota

Dear Mr. Gadbois:

Braun Intertec Corporation appreciates the opportunity to provide this revised proposal to provide construction materials testing services for the Prairie Center Drive Pavement Rehabilitation Project in Eden Prairie, Minnesota.

We have completed the pavement evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand the construction will include common embankment, aggregate base placement, stabilized full depth reclamation (SFDR), new concrete curb and gutter, sidewalk, along with a new bituminous pavement. Improvements to signal systems and Americans with Disabilities Act (ADA) access will also be included.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by SRF Consulting Group, Inc., dated April 24, 2024.
- Project specifications prepared by the City of Eden Prairie, dated April 2024.
- Our email correspondence with you regarding the requested scope of services.

Scope of Services

Services will be performed under the direction of a licensed professional engineer. Testing and observation services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project representative. After reviewing available information to determine compliance with project plans and/or specifications and other design or construction documents, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement support, and of utility backfill for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test full depth aggregate reclamation and aggregate base materials for compliance with the project documents. This task includes laboratory gradation testing of these materials.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on full depth reclamation material.
- Perform depth checks of the stabilized and un-stabilized reclaim materials.
- Observe Quality Control staff conduct density testing for control strip construction on SFDR materials.
- Observe Quality Control staff perform compaction testing utilizing the nuclear density method on SFDR materials.
- Observe Quality Control staff calibrate the mineral stabilizing application rate and check foaming asphalt expansion ratio and half-life.
- Collect mineral and asphalt stabilization samples from the contractor and submit to the MnDOT Metro Laboratory.

Concrete Related Services

- Sample and test fresh concrete associated with general placements for compliance with the project documents and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.

Bituminous Related Services

- Sample and test bituminous pavement materials for compliance with the project documents. This task includes Rice specific gravity, Gyratory density, fine aggregate angularity, percent crushed, asphalt content, and extracted aggregate gradation tests of the bituminous.
- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations.
- Observe Contractor coring and collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.

Consulting, Project Communication and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test and observation reports and communicating with you and the parties you may designate such as the project contractor(s), and other project team members, as needed.
- Transmit test results to the project team weekly.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take two trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on full depth reclamation material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with two trips assumed.
- We understand testing and observation of stabilizing full depth reclamation operations will be completed within nine days.
- We assume ten sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager.
- We assume bituminous paving will be completed in fifteen days for this project.

- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised. If the pace of construction is different than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$48,577**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

If acceptable, please issue a Standard Agreement for Professional Services with the City of Eden Prairie with this proposal included as Exhibit A.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact John Rutherford at 651.487.7052 (jrutherford@braunintertec.com) or Amy Grothaus at 651.261.7122 (agrothaus@braunintertec.com)

Sincerely,

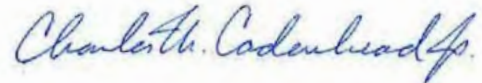
BRAUN INTERTEC CORPORATION



John P. Rutherford
Senior Project Manager



Amy J. Grothaus, PE
Account Manager, Senior Engineer



Charle M. Cadenhead, Jr., PE
Vice President, Principal Engineer

Attachment:
Project Estimate – QTB196131

Project Proposal

QTB196131

Prairie Center Drive Pavement Rehabilitaiaon CP 24803

Client:

City of Eden Prairie
Adam Gadbois
8080 Mitchell Rd
Eden Prairie, MN 55344
952.949.8300

Work Site Address:

Prairie Center Drive from Trunk Highway 212 to
Flying Cloud Drive
Eden Prairie, MN 55344

Service Description:

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Construction Materials Testing				
Activity 1.1	Soil Testing				\$12,664.00
207	Compaction Testing - Nuclear	5.00	Hour	94.00	\$470.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Granular / Embankment	2.00	Trips	2.50	5.00
1308	Nuclear moisture-density meter charge, per hour	5.00	Each	28.00	\$140.00
217	Compaction Testing - DCP's	6.00	Hour	94.00	\$564.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclamation	2.00	Trips	3.00	6.00
211	Stabilized Full Depth Reclaim Observations	54.00	Hour	120.00	\$6,480.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	On-site Stabilization Observations	9.00	Trips	6.00	54.00
126	Project Engineer	6.00	Hour	180.00	\$1,080.00
128	Senior Engineer	4.00	Hour	210.00	\$840.00
1318	Moisture Density Relationship (Proctor)	2.00	Each	200.00	\$400.00
1162	Sieve Analysis with 200 wash, per sample	11.00	Each	156.00	\$1,716.00
1530AG	Asphalt Content of Aggregate Base, per sample	2.00	Each	162.00	\$324.00
1861	CMT Trip Charge	13.00	Each	50.00	\$650.00
Activity 1.2	Concrete Testing				\$4,710.00
261	Concrete Testing	25.00	Hour	94.00	\$2,350.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	5.00	Trips	2.50	12.50
	Flatwork	5.00	Trips	2.50	12.50
1364	Compressive strength of concrete cylinders, per specimen	30.00	Each	38.00	\$1,140.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb & Gutter	5.00	Sets	3.00	15.00
	Flatwork	5.00	Sets	3.00	15.00
278	Concrete Cylinder Pick up	5.00	Hour	94.00	\$470.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pick Up	5.00	Trips	1.00	5.00
1861	CMT Trip Charge	15.00	Each	50.00	\$750.00
Activity 1.3	Pavement Testing				\$24,615.00
209	Sample pick-up	22.50	Hour	94.00	\$2,115.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	HMA Sample Pick-up	15.00	Trips	1.50	22.50
221	Bituminous Core Marking & Observations	45.00	Hour	120.00	\$5,400.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring	15.00	Trips	3.00	45.00
2689	MnDOT Asphalt Verification, per sample	15.00	Each	740.00	\$11,100.00
1542	Thickness and Density of Bituminous Core	75.00	Each	60.00	\$4,500.00



The Science You Build On.

Project Proposal

QTB196131

Prairie Center Drive Pavement Rehabiliataion CP 24803

1861	CMT Trip Charge	30.00	Each	50.00	\$1,500.00
Activity 1.4	Project Management				\$6,588.00
226	Project Manager	28.00	Hour	174.00	\$4,872.00
228	Senior Project Manager	2.00	Hour	200.00	\$400.00
238	Project Assistant	14.00	Hour	94.00	\$1,316.00
Phase 1 Total:					\$48,577.00

Proposal Total:	\$48,577.00
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CITY COUNCIL AGENDA SECTION: Consent Calendar		DATE: May 21, 2024
DEPARTMENT/DIVISION: Adam Gadbois Public Works / Engineering	ITEM DESCRIPTION: I.C. 24803 Approve Professional Services Agreement with SRF Consulting Group, Inc. for a Traffic Study for the Eden Prairie Center Redevelopment	ITEM NO.: VIII.F.

Requested Action

Move to: Approve Professional Services Agreement with SRF Consulting Group, Inc. for a Traffic Study for the Eden Prairie Center Redevelopment

Synopsis

This Professional Services Agreement will provide a traffic study for the proposed potential Eden Prairie Center Redevelopment.

Background Information

Redevelopment is being considered for the area north of the Eden Prairie Center. The developer is required to complete an Environmental Assessment Worksheet, which includes a Traffic Impact Study.

Financial Implications

The Professional Services Agreement with SRF Consulting Group, Inc. has an estimated cost of \$28,500.00. The developer has provided an escrow to fund the study.

Attachment

Professional Services Agreement

Agreement for Professional Services

This Agreement (“Agreement”) is made on the 15th day of May, 2024, between the City of Eden Prairie, Minnesota (hereinafter “City”), whose business address is 8080 Mitchell Road, Eden Prairie, MN 55344, and SRF Consulting Group, Inc. (“Consultant”), a Minnesota Corporation (hereinafter “Consultant”) whose business address is 3701 West Wayzata Boulevard, Suite 100, Minneapolis, MN 55416.

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for the Eden Prairie Center Redevelopment EAW Transportation Analysis hereinafter referred to as the “Work”.

The City and Consultant agree as follows:

1. **Scope of Work.** The Consultant agrees to provide the professional services shown in Exhibit A (SRF Letter Dated April 17, 2024) in connection with the Work. Exhibit A is intended to be the scope of service for the work of the Consultant. 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. **Term.** The term of this Agreement shall be from May 15, 2024 through November 1, 2024, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to pay the Consultant on an hourly basis plus expenses in a total amount not to exceed \$28,500.00 for the services as described in Exhibit A.
 - a. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - b. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
 - c. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental

actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - a. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.
 - b. Consideration of the Consultant's Work. The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
 - c. Standards. The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
 - d. City's Representative. A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
 - a. Progress Payment. For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.
 - b. Suspended Work. If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services set forth on

Exhibit A performed prior to receipt of written notice from the City of such suspension.

- c. Payments for Special Consultants. The Consultant shall be reimbursed for the work of special consultants, as described herein, and for other items when authorized in writing by the City.
 - d. Claims. By making the claim for payment, the person making the claim is declaring that the account, claim, or demand is just and correct and that no part of it has been paid.
6. **Project Manager and Staffing.** The Consultant 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. Consultant may not remove or replace the Project Manager without the approval of the City.
7. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Hennepin County, Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
8. **Termination.** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the Work identified herein.
9. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

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

11. **Insurance.**

- a. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims or loss which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.
- b. If Consultant's insurance does not afford coverage on behalf of subcontractors, Consultant must require and verify that all subcontractors maintain insurance meeting all the requirements of this paragraph 11, and Consultant must include in its contract with subcontractors the requirement that the City be listed as an additional insured on insurance required from subcontractors. In such case, prior to a subcontractor performing any Work covered by this Agreement, Consultant must: (i) provide the City with a certificate of insurance issued by the subcontractor's insurance agent indicating that the City is an additional insured on the subcontractor's insurance policy; and (ii) submit to the City a copy of Consultant's agreement with the subcontractor for purposes of the City's review of compliance with the requirements of this paragraph 11.
- c. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$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

- d. 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.
- e. Professional Liability Insurance. In addition to the coverages listed above, Consultant shall maintain a professional liability insurance policy in the amount of \$2,000,000. Said policy need not name the City as an additional insured. It shall be Consultant's responsibility to pay any retention or deductible for the professional liability insurance. Consultant agrees to maintain the professional liability insurance for a minimum of two (2) years following termination of this Agreement.
- f. Consultant shall maintain "stop gap" coverage if Consultant obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.
- g. 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.
- h. All policies, except the Professional Liability Policy, shall apply on a "per project" basis.
- i. All General Liability policies, Automobile Liability policies and Umbrella policies shall contain a waiver of subrogation in favor of the City.
- j. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.
- k. All policies, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement. The Professional Liability policy shall insure the defense and indemnity obligations assumed by

Consultant under this Agreement except with respect to the liability for loss or damage resulting from the negligence or fault of anyone other than the Consultant or others for whom the Consultant is legally liable.

- l. Consultant agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.
- m. It shall be Consultant's responsibility to pay any retention or deductible for the coverages required herein.
- n. 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.
- o. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing.
- p. **A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Consultant's Work.** Upon request a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.
- q. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of

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

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

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

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

12. **Indemnification.** Consultant will defend and indemnify City, its officers, agents, and employees and hold them harmless from and against all judgments, claims, damages, costs and expenses, including a reasonable amount as and for its attorney's fees paid, incurred or for which it may be liable resulting from any breach of this Agreement by Consultant, its agents, contractors and employees, or any negligent or intentional act or omission performed, taken or not performed or taken by Consultant, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Consultant harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents or employees.
13. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
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 Consultant shall abide by statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
17. **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 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.

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

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

b. Data Practices. Any reports, information, or data in any form given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. This Agreement is subject to the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

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

CONSULTANT

SRF Consulting Group, Inc.

By: _____

Its: Vice President of Traffic & Technology



April 17, 2024

EXHIBIT A

Adam Gadbois, PE, Assistant City Engineer
City of Eden Prairie
8080 Mitchell Road
Eden Prairie, MN 55344

Subject: Proposal for Professional Services for:
Eden Prairie Center Redevelopment EAW Transportation Analysis

Dear Adam:

SRF Consulting Group (SRF) is pleased to submit this proposal to conduct a transportation analysis study in conjunction with an EAW for the proposed Eden Prairie Center redevelopment in the City of Eden Prairie. The proposed redevelopment is located in the northeast quadrant of Eden Prairie Center mall and is generally contained within the existing internal Eden Prairie Center ring road (see Exhibit 2 for preliminary site plan). The proposed redevelopment, which is anticipated to be constructed in multiple phases over the next five (5) to seven (7) years, will include a combination of office, residential, retail, and hotel developments. As part of the redevelopment, the existing JCPenney will be demolished and the northern mall parking lots will be repurposed, which is expected to result in a net loss of over 650 mall parking spaces. Therefore, the main objectives of the transportation analysis are to evaluate the existing operations and parking within the study area, identify any transportation/parking impacts associated with the proposed redevelopment, and recommend improvements to address any issues, if necessary. Based on our understanding of the request, the following scope of services was developed.

Assumptions

The following general assumptions were used to develop the scope of services:

- The development team will provide daily/monthly traffic, person, and/or parking count information, as available, at the Eden Prairie Center mall. This information will be utilized to adjust mall traffic and parking to understand holiday seasonal impacts.

Scope of Services

We propose to carry out the work as described in the following tasks.

Data Collection

1. Review historical traffic volumes and previous study documents developed within the area to understand assumptions, findings, and recommendations pertinent to this study.

2. Collect video data at eleven (11) study intersections for up to three (3) days (i.e., Thursday through Saturday). Video data will be collected for 14 hours (i.e., 6 a.m. to 8 p.m.) and will capture the following study intersections, which are also illustrated in Exhibit 1.
 - Flying Cloud Drive/ W 78th Street
 - Flying Cloud Drive/Singletree Lane
 - W 78th Street/Den Road
 - Prairie Center Drive/W 78th Street
 - Prairie Center Drive/Eden Prairie Center East Access
 - Eden Prairie Center Internal Intersections (#1 through #6)
3. Utilize the video data collected in Task 2 to process vehicular and pedestrian/bicyclist turning movement counts for up to four (4) time periods (i.e. weekday a.m., midday, p.m. and Saturday midday peak periods) at the study intersections identified in Task 2.
4. Collect current off-street parking utilization data for up to four (4) time periods at the existing Eden Prairie Center parking lots (count locations highlighted in red on Exhibit 1). The time periods for data collection will be determined based on discussions with the project team on what days/times parking generally peaks. The parking utilization counts will be summarized in a graphic.

Parking Analysis

5. Estimate the future peak period public parking demand (i.e., Target, Parcel C, and the 400 Prairie Center Drive Garage) using a combination of parking utilization counts collected in Task 4, the *ITE Trip Generation Handbook, 5th Edition*, and the City of Eden Prairie parking requirements. Determine if the proposed parking supply is sufficient to accommodate the redevelopment. Note a parking demand sensitivity analysis will also be developed, using data provided by the development team, to understand holiday seasonal impacts.
6. Determine if the proposed private parking supply for the office (Parcel A) and residential (Parcel B.1 and B.2) developments (see Exhibit 2) is sufficient to accommodate the proposed land uses using a combination of the *ITE Parking Generation Handbook, 5th Edition* and the City of Eden Prairie parking requirements.
7. If a parking deficit is expected, identify potential improvements, opportunities, or management strategies.

Operations Analysis

8. Analyze existing intersection operations at the study intersections during up to four (4) time periods (i.e., weekday a.m., midday, p.m., and Saturday midday peak periods) at the study intersections using Synchro/SimTraffic software. A sensitivity analysis will also be completed for one (1) time period, using the data provided by the development team, to understand any holiday impacts at the study intersections.
9. Develop future no build (i.e., one-year after full-build) forecasts based on a general background growth rate and trip generation estimates associated with known adjacent developments.

10. Analyze future no build conditions (i.e., one-year after full build) at the study intersections during up to four (4) time periods using Synchro/SimTraffic software.
11. Estimate the number of trips generated by the proposed redevelopment for up to four (4) peak periods (i.e., weekday a.m., midday, p.m., and Saturday midday peak periods) and on a daily basis using the *ITE Trip Generation Manual, 11th Edition*.
12. Distribute trips generated by the redevelopment to the adjacent roadway network based on existing travel patterns and engineering judgement.
13. Analyze future build conditions (i.e., one-year after full build) at the study intersections during up to four (4) time periods using Synchro/SimTraffic software. A sensitivity analysis will also be completed for one (1) time period, using the data provided by the development team, to understand seasonal impacts at the study intersections.
14. Perform a high-level evaluation of traffic controls and signal warrants at the unsignalized public intersections (i.e., Flying Cloud Drive/W 78th Street, W 78th Street/Den Road, and Prairie Center Drive/Eden Prairie Center NE Access) to determine appropriate traffic controls and lane configurations to ensure safe and efficient operations. Note this task will include a review of the latest five (5) years of crash data at the study intersections to understand any crash trends or issues at the intersections.
15. Determine what improvements, if any, are needed to accommodate the proposed redevelopment with acceptable levels of service and safe operations. This task will include a review of the proposed site plan with respect to access, sight distance, site circulation, and pedestrian facilities, and recommend improvements if necessary.

Documentation, Project Management, & Meetings

16. Prepare a draft technical memorandum documenting the transportation analysis findings and recommendations. Make revisions and/or comment responses as appropriate based on project staff review and prepare a final memorandum.
17. Prepare draft text to be incorporated into the draft Environmental Assessment Worksheet (EAW). Make revisions based on stakeholder input and finalize the EAW text.
18. Prepare for and attend up to two (2) virtual conference call meetings with project staff to discuss study assumptions and/or findings/recommendations. This task assumes one (1) SRF staff will attend each meeting. Note no public meeting attendance (i.e. planning commission, City Council) is assumed as part of this scope.
19. Provide day-to-day project management, administration, and quality control, as well as general coordination with project staff.

Schedule

We are prepared to begin immediately and will complete this work within a mutually agreed-upon time schedule. In general, for a study this magnitude, a draft technical memorandum is anticipated to be completed ten (10) to twelve (12) weeks after notice to proceed.

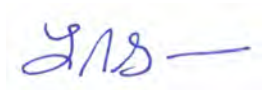
Budget

Based on our understanding of the study, the cost of our services is not to exceed **\$28,500**, which includes both time and expenses.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Leif Garnass, PE (MN IA MO IN MI FL), PTOE
Vice President – Traffic & Technology



Brent Clark, PE (MN SD)
Project Manager - Traffic Studies

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

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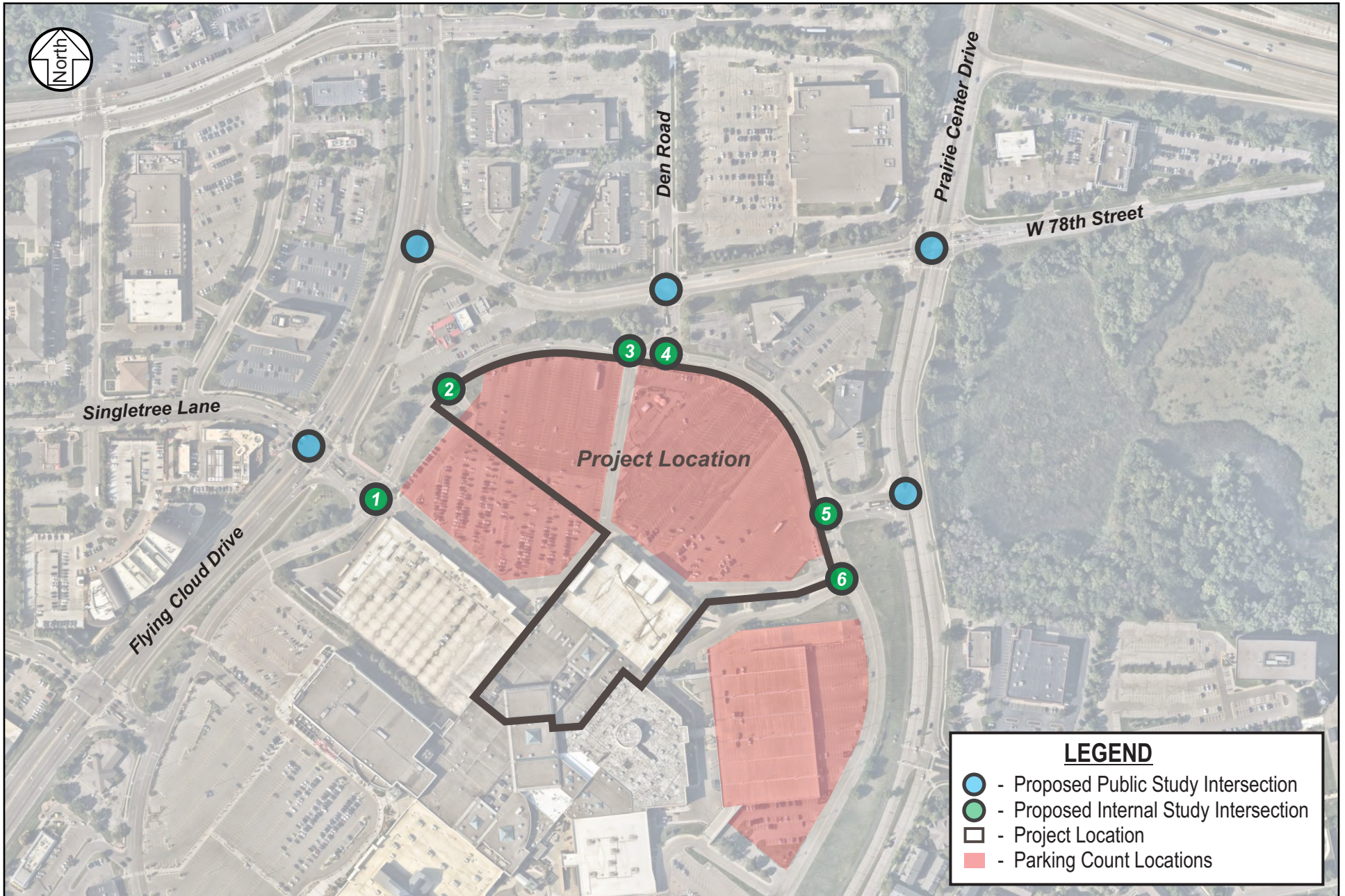
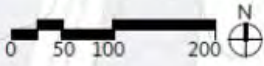


Exhibit 2
Land Use Plan



TOTAL	
Apartments	580 units
Townhomes	40 units
Hotel	140 units
Office	145,000sf
F&B Retail	45,500sf
Parking Demand	1400 sp
Parking Supply	1400 sp



CITY COUNCIL AGENDA SECTION: Payment of Claims		DATE: May 21, 2024
DEPARTMENT/DIVISION: Tammy Wilson, 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	308875 - 309232
Wire Transfers	1035924 - 1036027
Wire Transfers	10416 – 10459
Purchasing Card	10416

City of Eden Prairie
Council Check Summary
5/21/2024

Division	Amount	Division	Amount
100 City Manager	46,779	304 Senior Board	80
101 Legislative	6,679	308 E-911	30
102 Legal Counsel	-3,825	315 Economic Development	2,681
110 City Clerk	209	502 Park Development	96,118
111 Customer Service	163	509 CIP Fund	92,947
112 Human Resources	1,438	512 CIP Trails	1,434
113 Communications	8,620	513 CIP Pavement Management	15,447
114 Benefits & Training	22,758	526 Transportation Fund	61,338
131 Finance	576	539 2020 Improvement Projects	47,800
133 Planning	121	543 Police Remodel	37,135
136 Public Safety Communications	1,210	804 100 Year History	11
137 Economic Development	20	Total Capital Projects Fund	355,020
138 Community Development Admin.	200		
150 Park Administration	200	601 Prairie Village Liquor	108,159
151 Park Maintenance	49,638	602 Den Road Liquor	212,416
153 Organized Athletics	2,576	603 Prairie View Liquor	122,468
154 Community Center	26,134	605 Den Road Building	2,335
156 Youth Programs	3,882	701 Water Enterprise Fund	130,717
158 Senior Center	1,448	702 Wastewater Enterprise Fund	39,192
159 Recreation Administration	401	703 Stormwater Enterprise Fund	22,161
160 Therapeutic Recreation	666	Total Enterprise Fund	637,447
162 Arts	5,020		
163 Outdoor Center	1,318	316 WAFTA	7,884
164 Park Rental Facilities	101	802 494 Commuter Services	30,600
168 Arts Center	1,191	807 Benefits Fund	1,026,424
180 Police Sworn	30,782	809 Investment Fund	1,755
184 Fire	25,320	812 Fleet Internal Service	351,684
186 Inspections	3,873	813 IT Internal Service	43,645
200 Engineering	1,238	815 Facilites Operating ISF	27,605
201 Street Maintenance	5,990	816 Facilites City Center ISF	32,071
202 Street Lighting	3,435	817 Facilites Comm. Center ISF	22,944
Total General Fund	248,162	818 Dental Insurance	9,495
		Total Internal Svc/Agency Fund	1,554,108
301 CDBG	20,510		
303 Cemetary Operation	450	Report Total	2,815,697
Total Special Revenue Fund	20,960		

City of Eden Prairie
Council Check Register by GL
5/21/2024

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
10429	359,258	HEALTHPARTNERS	Insurance	Health and Benefits	2024 Premiums
10440	314,865	UKG INC	Federal Taxes Withheld	Health and Benefits	Payroll Taxes PR Ending 05.03.24
10438	224,988	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	PERA	Health and Benefits	PERA PR Ending 04.19.24
10458	135,385	MINNESOTA DEPT OF REVENUE	Due to Other Governments	Various Funds	Sales Tax April 2024
309082	107,840	METROPOLITAN FORD	Autos	Fleet - Public Works	Vehicle 601 and 615 Replacements
10416	105,756	USB-PURCHASING CARD	Various	Various Funds	Purchasing card transactions
309203	92,063	PARKOS CONSTRUCTION COMPANY	Building Materials	Park Acquisition & Development	
309192	68,748	HENRICKSEN PSG	Other Assets	Capital Maint. & Reinvestment	
309226	60,396	TRAFFIC CONTROL CORPORATION	Improvement Contracts	Transportation Fund	
309199	54,018	MIDWAY FORD	Autos	Fleet Capital	
309195	47,800	JAG GROUP, LLC	Right of Way & Easement	2020 Improvement Projects	
309223	44,934	TENVOORDE FORD, INC.	Autos	Fleet - Police	
309025	40,765	EDEN PRAIRIE NISSAN	Autos	Fleet Capital	
10441	37,940	ICMA RETIREMENT TRUST-457	Deferred Compensation	Health and Benefits	
309008	37,135	BKV GROUP	Other Contracted Services	Police Remodel	
10442	35,725	EMPOWER	Deferred Compensation	Health and Benefits	
309228	29,790	VALLEY RICH CO INC	Equipment Repair & Maint	Water Distribution	
1036011	25,130	HAWKINS INC	Treatment Chemicals	Water Treatment	
1036007	24,943	DIVERSE BUILDING MAINTENANCE	Janitor Service	Various Funds	
1035949	24,225	BOYER TRUCKS	Equipment Parts	Fleet Operating	
10421	20,931	WEX	HSA - Employee	Health and Benefits	
309162	20,048	BEAUDRY OIL & PROPANE	Motor Fuels	Fleet Operating	
309181	19,751	EXCEL LAWN & LANDSCAPE	Contract Svcs - Lawn Maint.	Various Funds	
309117	19,629	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Den Road Liquor Store	
10431	18,817	NCR PAYMENT SOLUTIONS,PA, LLC	Bank and Service Charges	Liquor Stores	
309169	18,404	CITYGATE ASSOCIATES LLC	Other Contracted Services	Capital Maint. & Reinvestment	
1035962	17,520	PEARSON BROTHERS INC	Sweeping	Stormwater Non-Capital	
309077	17,172	TYLER TECHNOLOGIES INC	Software Maintenance	IT Operating	
309042	16,515	LANO EQUIPMENT INC	Operating Supplies	Capital Outlay Parks	
10459	16,078	PAYCHEX	Wages and Benefits MM	494 Corridor Commission	
1035935	15,447	BRAUN INTERTEC CORPORATION	Testing	CIP Pavement Management	
309185	15,405	GRAYMONT	Treatment Chemicals	Water Treatment	
309032	14,925	GRAYMONT	Treatment Chemicals	Water Treatment	
309069	14,800	STERLING CUSTOM HOMES LLC	Other Contracted Services	Rehab	
308903	13,946	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Den Road Liquor Store	
309139	13,916	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie View Liquor Store	
1036000	13,535	SITEONE LANDSCAPE SUPPLY, LLC	Chemicals	Park Maintenance	
309057	13,466	PRO TREE OUTDOOR SERVICES	Equipment Repair & Maint	Wasterwater Collection	
309109	12,978	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Den Road Liquor Store	
309153	12,636	ABM ONSITE SERVICES-MIDWEST	Cleaning Supplies	City Hall (City Cost)	
309126	12,515	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Den Road Liquor Store	
308922	12,147	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Den Road Liquor Store	
309095	11,995	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie Village Liquor Store	
309047	11,766	MINNESOTA DEPARTMENT OF EMPLOYMENT	Unemployment Compensation	Organizational Services	
309048	10,229	MINNESOTA LIFE INSURANCE COMPANY	Life Insurance EE/ER	Health and Benefits	
309006	9,873	BEAUDRY OIL & PROPANE	Motor Fuels	Fleet Operating	
309122	9,293	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Den Road Liquor Store	
10437	9,260	BPAS	HRA	Health and Benefits	
309194	9,000	IRON MALTESE ATHLETICS	Health & Fitness	Fire	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1036017	9,000	NOVOTX LLC	Software	Utility Operations - General	
1035948	8,865	ADVANCED ENGINEERING & ENVIRONMENTAL SE	Process Control Services	Water Treatment	
309132	8,784	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie View Liquor Store	
10435	8,715	CHASE	Bank and Service Charges	Utility Funds	
308914	8,367	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Den Road Liquor Store	
308929	7,980	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie View Liquor Store	
309111	7,787	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Den Road Liquor Store	
1035989	7,724	BRAUN INTERTEC CORPORATION	Other Contracted Services	Maintenance Facility	
10422	7,528	HEALTHPARTNERS	Dental Insurance	Dental Insurance	
309176	7,000	DRONESENSE INC	Software Maintenance	IT Operating	
309041	6,577	KREMER SERVICES LLC	Equipment Repair & Maint	Fleet Operating	
309210	6,546	SCOTT COUNTY	Autos	Fleet - Public Works	
309207	6,500	RIGHTLINE DESIGN LLC	Other Contracted Services	Communications	
309145	6,481	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie View Liquor Store	
1035963	6,354	POMP'S TIRE SERVICE INC	Equipment Repair & Maint	Fleet Operating	
308937	6,319	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie View Liquor Store	
309160	6,000	AVOLVE SOFTWARE	Software	IT Operating	
308904	5,796	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Den Road Liquor Store	
309067	5,796	STANTEC PLANNING/LANDSCAPE ARCHITECTURE	Other Contracted Services	Capital Maint. & Reinvestment	
1036006	5,760	CENTERPOINT ENERGY	Gas	Various Funds	
1035965	5,710	SENIOR COMMUNITY SERVICES	Other Contracted Services	CDBG - Public Service	
309035	5,647	HOME DEPOT CREDIT SERVICES	Supplies	Various Funds	
309039	5,340	JOHNSON FITNESS & WELLNESS	Operating Supplies	Fitness Center	
309221	5,300	STAR TRIBUNE	Employment Advertising	Organizational Services	
309101	5,288	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie Village Liquor Store	
309045	4,768	MADISON NATIONAL LIFE INSURANCE CO INC	Disability Ins Employers	Health and Benefits	
309147	4,692	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie View Liquor Store	
308879	4,609	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie Village Liquor Store	
309099	4,605	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie Village Liquor Store	
309164	4,600	CASTRO CLEANING LLC	Janitor Service	Utility Operations - General	
308887	4,481	JOHNSON BROTHERS LIQUOR CO	Liquor Product Received	Prairie Village Liquor Store	
1035953	4,478	HANSEN THORP PELLINEN OLSON	Design & Engineering	CIP Trails	
308892	4,439	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie Village Liquor Store	
309043	4,428	LEAGUE MN CITIES INS TRUST	Property Insurance	494 Corridor Commission	
309182	4,399	FIRE SAFETY USA INC	Equipment Repair & Maint	Fleet Operating	
308942	4,145	SOUTHERN GLAZER'S WINE AND SPIRITS OF MN	Liquor Product Received	Prairie View Liquor Store	
309110	4,124	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Den Road Liquor Store	
1035966	4,081	ST CROIX ENVIRONMENTAL INC	OCS-Well Field Mgmt	Water Supply (Wells)	
309046	4,000	MESSERLI & KRAMER	Messerli & Kramer	494 Corridor Commission	
309133	3,953	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie View Liquor Store	
308881	3,932	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie Village Liquor Store	
309087	3,896	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie Village Liquor Store	
308905	3,842	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Den Road Liquor Store	
308918	3,831	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Den Road Liquor Store	
309211	3,796	SCOTT COUNTY	Autos	Fleet - Public Works	
309212	3,760	SCOTT COUNTY	Autos	Fleet - Public Works	
309213	3,714	SCOTT COUNTY	Autos	Fleet - Public Works	
309115	3,691	HOHENSTEINS INC	Liquor Product Received	Den Road Liquor Store	
309000	3,629	M-R SIGN CO INC	Signs	Traffic Signs	
309200	3,610	MINNESOTA VALLEY ELECTRIC COOPERATIVE	Electric	Street Lighting	
1035957	3,537	METRO SALES INCORPORATED*	Equipment Rentals	IT Operating	
308931	3,487	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie View Liquor Store	
309088	3,460	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie Village Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
309215	3,245	SHADYWOOD TREE EXPERTS INC	Repair & Maint. Supplies	Wasterwater Collection	
308880	3,226	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie Village Liquor Store	
309001	3,119	ACROSS THE STREET PRODUCTIONS	Training	Fire	
309193	3,107	IMPACT PROVEN SOLUTIONS	Other Contracted Services	Wastewater Accounting	
309086	3,025	BREAKTHRU BEVERAGE MN BEER LLC	Liquor Product Received	Prairie Village Liquor Store	
309204	2,970	PERFORMING INSTITUTE OF MINNESOTA	Building Rental	Winter Theatre	
309156	2,963	ALTERNATIVE BUSINESS FURNITURE INC	Contract Svcs - General Bldg	City Hall (City Cost)	
309144	2,926	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie View Liquor Store	
309121	2,883	PAUSTIS & SONS COMPANY	Liquor Product Received	Den Road Liquor Store	
309107	2,836	ARTISAN BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
308940	2,815	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie View Liquor Store	
308912	2,807	HOHENSTEINS INC	Liquor Product Received	Den Road Liquor Store	
309189	2,712	HEALTHPARTNERS OCCUPATIONAL MEDICINE	Employment Support Test	Organizational Services	
309098	2,671	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie Village Liquor Store	
309130	2,582	ARTISAN BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
308930	2,561	BREAKTHRU BEVERAGE MN WINE & SPIRITS	Liquor Product Received	Prairie View Liquor Store	
309219	2,557	STANTEC CONSULTING SERVICES INC	OCS - Studies	Stormwater Non-Capital	
309224	2,556	TGA OF CENTRAL HENNEPIN COUNTY	Instructor Service	Recreational Sports	
309218	2,543	STANDARD SPRING PARTS	Equipment Parts	Fleet Operating	
309081	2,509	WILSONS NURSERY INC	Landscape Materials/Supp	Tree Replacement Fund	
309158	2,439	ARVIG ENTERPRISES INC	Fiber Lease Payments	IT Operating	
308907	2,355	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Den Road Liquor Store	
1036025	2,337	WM MUELLER AND SONS INC	Repair & Maint. Supplies	Water Distribution	
308877	2,320	ARTISAN BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
309078	2,312	VAN PAPER COMPANY	Cleaning Supplies	General Community Center	
308899	2,209	ARTISAN BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
1035964	2,188	PRAIRIE ELECTRIC COMPANY	Contract Svcs - Electrical	Maintenance Facility	
1035968	2,130	WM MUELLER AND SONS INC	Landscape Materials/Supp	Park Maintenance	
308924	2,109	WINE MERCHANTS INC	Liquor Product Received	Den Road Liquor Store	
309161	2,060	BCM ONE	Telephone	IT Operating	
309002	2,000	ADVANCED WALL STRUCTURES	Deposits	General Fund	
1036015	1,931	METRO SALES INCORPORATED*	Printing/Copying	494 Corridor Commission	
1036004	1,909	BEACON ATHLETICS	Operating Supplies	Miller Park	
309036	1,855	INTERNATIONAL UNION OF OPERATING	Union Dues Withheld	Health and Benefits	
308890	1,853	PHILLIPS WINE AND SPIRITS INC	Liquor Product Received	Prairie Village Liquor Store	
1036009	1,848	FORKLIFTS OF MINNESOTA INC	Equipment Repair & Maint	Water Treatment	
308894	1,831	WINE MERCHANTS INC	Liquor Product Received	Prairie Village Liquor Store	
309093	1,816	HOHENSTEINS INC	Liquor Product Received	Prairie Village Liquor Store	
1035961	1,791	NOVOTX LLC	Software	Utility Operations - General	
309134	1,787	CAPITOL BEVERAGE SALES LP	Liquor Product Received	Prairie View Liquor Store	
309054	1,783	NORTH PINE AGGREGATE, INC	Repair & Maint. Supplies	Stormwater Collection	
309227	1,755	US BANK	Interest	Investment Fund	
308895	1,647	WINEBOW	Liquor Product Received	Prairie Village Liquor Store	
309114	1,635	GREAT LAKES COCA-COLA DISTRIBUTION	Liquor Product Received	Den Road Liquor Store	
309012	1,601	CAVE ENTERPRISES OPERATIONS LLC	Reimburse-legal notices	General Fund	
309063	1,598	SHADYWOOD TREE EXPERTS INC	Other Contracted Services	Tree Removal	
10428	1,592	FIDELITY SECURITY LIFE INSURANCE CO	Vision Plan	Health and Benefits	
309050	1,535	MINT CONDITION DETAILING INC	Equipment Repair & Maint	Fleet Operating	
1036024	1,522	VARITECH INDUSTRIES INC	Equipment Parts	Fleet Operating	
308911	1,520	FAT PANTS BREWING CO LLC	Liquor Product Received	Den Road Liquor Store	
308917	1,438	PAUSTIS & SONS COMPANY	Liquor Product Received	Den Road Liquor Store	
309222	1,436	SYSCO WESTERN MINNESOTA	Merchandise for Resale	Concessions	
309138	1,431	HOHENSTEINS INC	Liquor Product Received	Prairie View Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
1036012	1,410	INTERSTATE POWER SYSTEMS INC	Equipment Repair & Maint	Wasterwater Collection	
309066	1,400	SOLUTION BUILDERS	Computers	494 Corridor Commission	
308934	1,383	HOHENSTEINS INC	Liquor Product Received	Prairie View Liquor Store	
309080	1,311	WEE NIKKI	Travel Expense	Communications	
1035993	1,304	GLYNN JULIETTE	Tuition Reimbursement/School	Organizational Services	
1035956	1,294	METRO ELEVATOR INC	Contract Svcs - Elevator	Maintenance Facility	
309128	1,286	WINE MERCHANTS INC	Liquor Product Received	Den Road Liquor Store	
309150	1,271	WINE MERCHANTS INC	Liquor Product Received	Prairie View Liquor Store	
309112	1,264	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Den Road Liquor Store	
10426	1,260	WEX	FSA - Medical	Health and Benefits	
309165	1,195	CENTERPOINT ENERGY	Equipment Repair & Maint	Water Distribution	
309214	1,185	SCOTT COUNTY	Autos	Fleet - Park & Rec	
309013	1,169	CENTURYLINK	Telephone	City Center - CAM	
309231	1,167	HENNEPIN COUNTY TREASURER	Landscape Materials/Supp	Tree Replacement Fund	
309225	1,139	THE ADVENT GROUP	Temp	494 Corridor Commission	
1035950	1,132	CDW GOVERNMENT INC.	Computers	IT Operating	
309084	1,131	ARTISAN BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
309059	1,106	RIVERS EDGE CONCRETE	Building Materials	Park Maintenance	
309191	1,100	HENNEPIN HEALTHCARE	Tuition Reimbursement/School	Police Sworn	
309075	1,089	TWIN CITIES DOTS AND POP LLC	Merchandise for Resale	Concessions	
309186	1,085	GREAT LAKES COCA-COLA DISTRIBUTION	Merchandise for Resale	Concessions	
309120	1,083	MODIST BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
309118	1,077	MAVERICK WINE LLC	Liquor Product Received	Den Road Liquor Store	
309137	1,070	GREAT LAKES COCA-COLA DISTRIBUTION	Liquor Product Received	Prairie View Liquor Store	
10427	1,069	WEX	FSA - Medical	Health and Benefits	
1035992	1,059	FLEETPRIDE INC	Equipment Parts	Fleet Operating	
309154	1,050	ADVANTAGE PROPERTY MAINTENANCE INC	Other Contracted Services	Park Maintenance	
309072	1,048	THE ADVENT GROUP	Temp	494 Corridor Commission	
309172	1,043	COUNTRY ACRES GARDEN AND LANDSCAPE	Landscape Materials/Supp	Park Acquisition & Development	
309197	1,042	MARCO INC	Hardware - R&M	IT Operating	
309028	1,033	FIRE SAFETY USA INC	Equipment Parts	Fleet Operating	
309003	1,032	AIRGAS USA LLC	Contract Svcs - Pool	Pool Maintenance	
309159	985	ASPEN MILLS	Clothing & Uniforms	Fire	
10417	929	WEX	Other Contracted Services	Health and Benefits	
1035978	908	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
1035975	876	WINE COMPANY, THE	Liquor Product Received	Prairie Village Liquor Store	
10420	867	WEX	FSA - Medical	Health and Benefits	
309096	858	MAVERICK WINE LLC	Liquor Product Received	Prairie Village Liquor Store	
309141	858	MAVERICK WINE LLC	Liquor Product Received	Prairie View Liquor Store	
10439	856	UKG INC	Garnishment Withheld	Health and Benefits	
308926	856	ARTISAN BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
1035937	855	EGAN-MCKAY ELECTRICAL CONTRACTORS INC.	Other Contracted Services	Transportation Fund	
309027	853	EMERGENCY AUTOMOTIVE TECHNOLOGY INC	Equipment Parts	Fleet Operating	
1035977	846	VINOCOPIA	Liquor Product Received	Den Road Liquor Store	
308893	836	UNMAPPED BREWING CO	Liquor Product Received	Prairie Village Liquor Store	
308938	828	MAVERICK WINE LLC	Liquor Product Received	Prairie View Liquor Store	
308932	820	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie View Liquor Store	
1035933	819	BELLBOY CORPORATION	Liquor Product Received	Prairie View Liquor Store	
309163	815	BRYAN ROCK PRODUCTS INC	Repair & Maint. Supplies	Wasterwater Collection	
309029	805	FLYING CLOUD TRANSFER STATION 4553	Waste Disposal	Park Maintenance	
309010	800	BOUND TREE MEDICAL LLC	EMS Supplies	Fire	
1036026	794	XCEL ENERGY	Electric	Traffic Signals	
309083	780	VETERAN SHREDDING	Other Contracted Services	Senior Center Programs	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
309091	747	DOMACE VINO	Liquor Product Received	Prairie Village Liquor Store	
309038	745	JAVA PROPERTIES LLC	Reimburse-legal notices	General Fund	
1035982	740	BELLBOY CORPORATION	Liquor Product Received	Prairie View Liquor Store	
1035943	735	KRISS PREMIUM PRODUCTS INC	Supplies - Plumbing	City Center - CAM	
308884	726	HOHENSTEINS INC	Liquor Product Received	Prairie Village Liquor Store	
309201	700	MINT CONDITION DETAILING INC	Operating Supplies	Fire	
309105	687	WINEBOW	Liquor Product Received	Prairie Village Liquor Store	
308891	678	PRYES BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1035959	665	MOTOROLA	Equipment Repair & Maint	Public Safety Communications	
1036018	652	POMP'S TIRE SERVICE INC	Tires	Fleet Operating	
309168	646	CINTAS CORPORATION	Safety Supplies	Community Center Admin	
1036021	632	TRANE U.S. INC	Supplies - HVAC	General Community Center	
1035926	629	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
308882	629	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie Village Liquor Store	
309037	600	J R FIRE PROTECTION LLC	Contract Svcs - Garden Rm/Caf.	Garden Room Repairs	
309079	600	WAYNES HOME SERVICES	Window Washing	Fire Station #3	
309033	594	GREAT LAKES COCA-COLA DISTRIBUTION	Merchandise for Resale	Concessions	
309116	585	INSIGHT BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
308913	575	INSIGHT BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
1035955	573	MENARDS	Motor Fuels	Park Maintenance	
1036010	568	GRAINGER	Repair & Maint. Supplies	Utility Operations - General	
309011	545	CAMPBELL KNOTSON, P.A.	Legal	WAFTA	
10424	542	PMA FINANCIAL NETWORK INC	Bank and Service Charges	Wastewater Accounting	
309074	542	T-MOBILE	Telephone	494 Corridor Commission	
309034	539	HOLMES REPAIR LLC	Equipment Repair & Maint	Fire	
10432	535	US BANK - CREDIT CARD MERCHANT ONLY	Bank and Service Charges	Inspections-Administration	
1035969	525	XCEL ENERGY	Electric	Street Lighting	
309049	512	MINNESOTA VALLEY ELECTRIC COOPERATIVE	Electric	Traffic Signals	
1035979	510	WINE COMPANY, THE	Liquor Product Received	Den Road Liquor Store	
10423	509	WEX	FSA - Medical	Health and Benefits	
309104	503	WINE MERCHANTS INC	Liquor Product Received	Prairie Village Liquor Store	
309040	497	JSW EMBROIDERY & TACKLE TWILL	Miscellaneous	Administration	
1035971	481	METROPOLITAN FORD	Equipment Parts	Fleet Operating	
1035930	481	BELLBOY CORPORATION	Liquor Product Received	Den Road Liquor Store	
308889	480	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie Village Liquor Store	
309076	476	TWIN CITIES FLAG SOURCE, INC	Supplies - General Bldg	Maintenance Facility	
1035973	464	BELLBOY CORPORATION	Liquor Product Received	Prairie Village Liquor Store	
309166	461	CENTURYLINK	Internet	Water Distribution	
1036014	459	MENARDS	Repair & Maint. Supplies	Pool Maintenance	
308939	457	PAUSTIS & SONS COMPANY	Liquor Product Received	Prairie View Liquor Store	
1035987	454	BENKOWSKI ALYSSA	Tuition Reimbursement/School	Police Sworn	
309175	450	DODGE OF BURNSVILLE	Equipment Parts	Fleet Operating	
309023	450	DIETHELM, TAMMY L	Other Contracted Services	Eden Prairie Cemetery	
309106	448	WOODEN HILL BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
308875	441	INSIGHT BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
309004	432	ASSURED SECURITY	Contract Svcs - General Bldg	Pool Maintenance	
308885	431	INSIGHT BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
309020	425	CORPORATE MARK INC	Clothing & Uniforms	Volunteers	
1035991	422	EICHMAN NATHAN	Canine Supplies	Police Sworn	
309173	419	DETECTACHEM INC	Operating Supplies	Police Sworn	
10457	418	MINNESOTA DEPT OF REVENUE	Motor Fuels	Fleet Operating	
308901	417	BERGMAN LEDGE LLC	Liquor Product Received	Den Road Liquor Store	
309056	405	PETERSON COUNSELING AND CONSULTING	Other Contracted Services	Police Sworn	

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1035952	402	GRAINGER	Cleaning Supplies	General Community Center	
309142	397	MEGA BEER	Liquor Product Received	Prairie View Liquor Store	
309155	395	AIRGAS USA LLC	Contract Svcs - Pool	Pool Maintenance	
309208	380	ROCHAT BOESER KRISTA	AR Utility	Water Enterprise Fund	
309113	378	DANGEROUS MAN BREWING CO LLC	Liquor Product Received	Den Road Liquor Store	
308921	375	RISE RIGHT LLC	Liquor Product Received	Den Road Liquor Store	
309124	375	RISE RIGHT LLC	Liquor Product Received	Den Road Liquor Store	
1035984	370	WINE COMPANY, THE	Liquor Product Received	Prairie View Liquor Store	
309230	365	VESTIS SERVICES LLC	Janitor Service	Liquor Stores	
1035954	365	LANDS END CORPORATE SALES	Clothing & Uniforms	Police Sworn	
309119	364	MEGA BEER	Liquor Product Received	Den Road Liquor Store	
1036008	359	ECM PUBLISHERS INC	Legal Notices Publishing	City Clerk	
309229	357	VAN PAPER COMPANY	Cleaning Supplies	Maintenance Facility	
308933	351	DANGEROUS MAN BREWING CO LLC	Liquor Product Received	Prairie View Liquor Store	
309090	346	DANGEROUS MAN BREWING CO LLC	Liquor Product Received	Prairie Village Liquor Store	
1035951	337	EDEN PRAIRIE FIREFIGHTER'S RELIEF ASSOC	Union Dues Withheld	Health and Benefits	
308916	334	MEGA BEER	Liquor Product Received	Den Road Liquor Store	
309102	330	STEEL TOE BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
308908	328	DANGEROUS MAN BREWING CO LLC	Liquor Product Received	Den Road Liquor Store	
309217	325	ST CROIX LINEN LLC	Operating Supplies-Linens	Fire	
309183	324	FREEZIAC	Merchandise for Resale	Concessions	
1035925	317	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
309143	314	MODIST BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
309140	310	LUCE LINE BREWING CO LLC	Liquor Product Received	Prairie View Liquor Store	
308883	308	DANGEROUS MAN BREWING CO LLC	Liquor Product Received	Prairie Village Liquor Store	
309089	307	CLEAR RIVER BEVERAGE CO	Liquor Product Received	Prairie Village Liquor Store	
309062	300	SCOTT COUNTY SHERIFF'S OFFICE	Deposits	General Fund	
309198	300	MARTIN MARIETTA MATERIALS	Patching Asphalt	Street Maintenance	
309205	300	PETTY CASH	Petty Cash & Change Funds	General Fund	
309170	300	COMCAST	Phone/Data/Web	494 Corridor Commission	
309097	296	MODIST BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
309058	296	PROP - PR	Charitable Contributions	Health and Benefits	
308906	294	CARLOS CREEK WINERY	Liquor Product Received	Den Road Liquor Store	
1035972	294	VINOCOPIA	Liquor Product Received	Prairie Village Liquor Store	
308919	289	PRYES BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
309127	285	STEEL TOE BREWING LLC	Liquor Product Received	Den Road Liquor Store	
309135	285	DANGEROUS MAN BREWING CO LLC	Liquor Product Received	Prairie View Liquor Store	
1036020	280	STREICHERS	Training Supplies	Police Sworn	
309026	279	EDEN PRAIRIE SCHEELS	Clothing & Uniforms	Facilities Staff	
10419	278	WEX	FSA - Medical	Health and Benefits	
308915	277	MAVERICK WINE LLC	Liquor Product Received	Den Road Liquor Store	
1035994	277	GOLDENSTEIN, JAMES	Conference/Training	IT Operating	
1035983	265	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie View Liquor Store	
1035934	263	BERRY COFFEE COMPANY	Merchandise for Resale	Concessions	
1035944	260	LOWERY, THOMAS	Tuition Reimbursement/School	Police Sworn	
1035999	260	SCHMIDT, MATT	Travel Expense	Police Sworn	
1036003	260	WELTER JACK	Travel Expense	Police Sworn	
308900	252	BARREL THEORY BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
308944	252	WINE MERCHANTS INC	Liquor Product Received	Prairie View Liquor Store	
10418	251	WEX	FSA - Medical	Health and Benefits	
309148	251	STEEL TOE BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
309178	250	EDINA, CITY OF	Other Contracted Services	Communications	
308910	247	ELM CREEK BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
309174	245	DIRECTV	Cable TV	Community Center Admin	
308876	240	56 BREWING LLC	Liquor Product Received	Prairie Village Liquor Store	
309180	240	ESTRINE, ROBERT	Other Contracted Services	Community Band	
309202	240	MUEHLBAUER, THOMAS G	Other Contracted Services	Community Band	
308878	226	BARREL THEORY BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
308945	224	ABDEL MARK	AR Utility	Water Enterprise Fund	
1035998	222	QUALITY PROPANE	Motor Fuels	Ice Arena Maintenance	
309136	222	ELM CREEK BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
309196	221	LIBERTY TIRE RECYCLING - MN	Waste Disposal	Fleet Operating	
308993	220	TRAEGER BRAD	AR Utility	Water Enterprise Fund	
1035929	212	VINOCOPIA	Liquor Product Received	Den Road Liquor Store	
308935	211	INSIGHT BREWING COMPANY LLC	Liquor Product Received	Prairie View Liquor Store	
309007	208	BENKOWSKI ALYSSA	Tuition Reimbursement/School	Police Sworn	
1035947	208	VIK, LISA	Tuition Reimbursement/School	Police Sworn	
309060	201	ROSE BILL	Travel Expense	Utility Operations - General	
309103	200	VENN BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
1035970	198	ZIEGLER INC	Equipment Parts	Fleet Operating	
309125	197	SMALL LOT MN	Liquor Product Received	Den Road Liquor Store	
1035981	197	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
309188	195	GYM WORKS	Equipment Repair & Maint	Fitness Center	
309146	193	RED BULL DISTRIBUTING COMPANY INC	Liquor Product Received	Prairie View Liquor Store	
308897	192	56 BREWING LLC	Liquor Product Received	Den Road Liquor Store	
308925	192	56 BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
309149	192	VENN BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
309151	191	WOODEN HILL BREWING COMPANY LLC	Liquor Product Received	Prairie View Liquor Store	
308902	190	BOURGET IMPORTS	Liquor Product Received	Den Road Liquor Store	
308928	190	BOURGET IMPORTS	Liquor Product Received	Prairie View Liquor Store	
1036016	185	MINNESOTA EQUIPMENT	Equipment Parts	Fleet Operating	
308975	183	MYERS, BRIAN	AR Utility	Water Enterprise Fund	
309055	182	PAFFY'S PEST CONTROL	Contract Svcs - Pest Control	Park Shelters	
309014	180	CENTURYLINK	Internet	IT Operating	
309051	178	MOST DEPENDABLE FOUNTAINS	Repair & Maint. Supplies	Park Maintenance	
308965	177	KANDEEL NEVEN	AR Utility	Water Enterprise Fund	
1035941	177	HOANG PHU	Travel Expense	Utility Operations - General	
309129	176	WOODEN HILL BREWING COMPANY LLC	Liquor Product Received	Den Road Liquor Store	
309177	176	EARL F ANDERSEN INC	Signs	Tree Disease	
1035928	174	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
308966	172	KLAAS KYLE	AR Utility	Water Enterprise Fund	
1035938	172	EICHMAN NATHAN	Clothing & Uniforms	Police Sworn	
308920	168	RED BULL DISTRIBUTING COMPANY INC	Liquor Product Received	Den Road Liquor Store	
1035960	167	MTI DISTRIBUTING INC	Equipment Parts	Fleet Operating	
1035942	161	INNOVATIVE OFFICE SOLUTIONS	Cleaning Supplies	General Community Center	
308946	161	AGUILAR ADRIAN	AR Utility	Water Enterprise Fund	
308909	159	DOMACE VINO	Liquor Product Received	Den Road Liquor Store	
308898	156	AM CRAFT SPIRITS SALES & MARKETING	Liquor Product Received	Den Road Liquor Store	
308927	156	BARREL THEORY BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
309131	156	BARREL THEORY BEER COMPANY	Liquor Product Received	Prairie View Liquor Store	
1035980	155	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie View Liquor Store	
1035995	155	GORDHAMER SCOTT	Clothing & Uniforms	Police Sworn	
309108	154	BARREL THEORY BEER COMPANY	Liquor Product Received	Den Road Liquor Store	
309232	149	HENNEPIN COUNTY TREASURER	Waste Disposal	Park Maintenance	
1035932	147	VINOCOPIA	Liquor Product Received	Prairie View Liquor Store	
308989	145	SMITH PAUL	AR Utility	Water Enterprise Fund	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
308951	141	CZECH KELLY	AR Utility	Water Enterprise Fund	
309085	140	BARREL THEORY BEER COMPANY	Liquor Product Received	Prairie Village Liquor Store	
308948	140	CAZA JOHN	AR Utility	Water Enterprise Fund	
308994	139	TRINKA RICH	AR Utility	Water Enterprise Fund	
309216	138	SOLUTION BUILDERS	Computers	494 Corridor Commission	
308985	135	RAMOS FREDERICK	AR Utility	Water Enterprise Fund	
309152	134	A TO Z RENTAL CENTER	Operating Supplies	Fire	
308888	132	MAVERICK WINE LLC	Liquor Product Received	Prairie Village Liquor Store	
308896	131	WOODEN HILL BREWING COMPANY LLC	Liquor Product Received	Prairie Village Liquor Store	
1035927	131	NEW FRANCE WINE COMPANY	Liquor Product Received	Prairie Village Liquor Store	
308981	123	OLSEN JAMES	AR Utility	Water Enterprise Fund	
309206	121	PILGRIM DRY CLEANERS INC	Clothing & Uniforms	Fire	
309016	120	CINTAS CORPORATION #470	Operating Supplies	Park Maintenance	
1035974	120	PARLEY LAKE WINERY	Liquor Product Received	Prairie Village Liquor Store	
309220	120	STAPLES ADVANTAGE	Office Supplies	Customer Service	
1035939	119	FASTENAL COMPANY	Small Tools	Fleet Operating	
10433	119	WEX	FSA - Medical	Health and Benefits	
1036022	118	TWIN CITY SEED CO	Landscape Materials/Supp	Park Maintenance	
1035924	118	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie Village Liquor Store	
308949	117	CODY BETH	AR Utility	Water Enterprise Fund	
308936	117	INVICTUS BREWING CO	Liquor Product Received	Prairie View Liquor Store	
308941	116	PRYES BREWING COMPANY	Liquor Product Received	Prairie View Liquor Store	
309073	115	THURAS ANDREW	Deposits	General Fund	
308990	115	TAING KAING	AR Utility	Water Enterprise Fund	
1035990	114	CARLSTON, BRANDON	Canine Supplies	Police Sworn	
10436	111	PAYA	Bank and Service Charges	Theatre Initiative	
1035976	109	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Den Road Liquor Store	
1036019	106	STERICYCLE INC	Other Contracted Services	Police Sworn	
308996	106	WIERSMA KATHERINE	AR Utility	Water Enterprise Fund	
308943	105	STEEL TOE BREWING LLC	Liquor Product Received	Prairie View Liquor Store	
309092	104	ELM CREEK BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
308986	98	ROTHER, DIANE	AR Utility	Water Enterprise Fund	
309044	97	LECY KATHY	P&R Refunds	Community Center Admin	
309100	97	PRYES BREWING COMPANY	Liquor Product Received	Prairie Village Liquor Store	
309123	97	PRYES BREWING COMPANY	Liquor Product Received	Den Road Liquor Store	
309018	97	COMCAST	Internet	IT Operating	
1036005	97	BOYER TRUCKS	Equipment Parts	Fleet Operating	
309157	93	AMERICAN PRESSURE INC	Supplies - General Bldg	Maintenance Facility	
309184	92	GERIS ELIZABETH K	Rental License	Housing Inspections	
309015	90	CHC CREATING HEALTHIER COMMUNITIES	Charitable Contributions	Health and Benefits	
308923	89	STEEL TOE BREWING LLC	Liquor Product Received	Den Road Liquor Store	
309030	89	FOUNDATION BUSINESS SYSTEMS, LLC	Dues & Subscriptions	Stormwater Non-Capital	
309094	88	INBOUND BREW CO	Liquor Product Received	Prairie Village Liquor Store	
308988	86	SCHOWALTER MICHAEL	AR Utility	Water Enterprise Fund	
1036001	86	STAAF, CARTER	Clothing & Uniforms	Police Sworn	
309005	85	BATTERIES PLUS BULBS	Repair & Maint. Supplies	Miller Park	
308979	85	NITTALA SIVAKUMAR	AR Utility	Water Enterprise Fund	
309052	80	MUSIC THEATRE INTERNATIONAL	Licenses, Taxes, Fees	Summer Theatre	
308974	80	MURRAY JAMES	AR Utility	Water Enterprise Fund	
308982	79	PIETIG KATHLEEN	AR Utility	Water Enterprise Fund	
1036013	77	LANDS END CORPORATE SALES	Clothing & Uniforms	Police Sworn	
308972	76	MARKS IV EDWARD H	AR Utility	Water Enterprise Fund	
308964	75	JOHNSON TIM	AR Utility	Water Enterprise Fund	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
308977	72	NELSON TYKA	AR Utility	Water Enterprise Fund	
309179	72	EMERGENCY TECHNICAL DECON	Protective Clothing	Fire	
1035986	71	BECKER, DAVE	Mileage & Parking	Police Sworn	
1035996	68	KAPAUN, RYAN	Tuition Reimbursement/School	Police Sworn	
309171	68	COMCAST	Cable TV	Fire	
1035931	67	SHAMROCK GROUP, INC - ACE ICE	Liquor Product Received	Prairie View Liquor Store	
1035958	62	MINNESOTA EQUIPMENT	Equipment Parts	Fleet Operating	
308991	62	TERWILLIGER SCOTT	AR Utility	Water Enterprise Fund	
309068	60	STAPLES ADVANTAGE	Office Supplies	Customer Service	
1035988	59	BERRY COFFEE COMPANY	Operating Supplies	Fire	
309019	56	COMCAST	Cable TV	Fire	
308961	56	HAVEL PAUL	AR Utility	Water Enterprise Fund	
308980	55	OAKWOOD PARTNERS LLC	AR Utility	Water Enterprise Fund	
309031	55	GADBOIS ADAM	Travel Expense	Engineering	
1035985	55	ANDREWS, JOHN	Travel Expense	Police Sworn	
1036002	53	STRAIN SARAH	Mileage & Parking	Planning	
308886	52	INVICTUS BREWING CO	Liquor Product Received	Prairie Village Liquor Store	
309187	52	GS DIRECT	Operating Supplies	Engineering	
308960	49	HAPPE-HUMES, JUDITH	AR Utility	Water Enterprise Fund	
309024	46	EDEN PRAIRIE CRIME PREVENTION FUND	Charitable Contributions	Health and Benefits	
309009	45	BLUE LINE CUSTOM GIFTS	Operating Supplies	Police Sworn	
1035946	45	QUALITY PROPANE	Motor Fuels	Fleet Operating	
308953	42	ESTATE OF LIV NUCKOLS C/O HOWARD NUCKOLS	AR Utility	Water Enterprise Fund	
309071	41	TECH ACUMEN INCORPORATED	Other Contracted Services	Liquor Store Delivery	
308997	37	WOERNER FAMILY TRUST LLC	AR Utility	Water Enterprise Fund	
308999	36	YU CHUNG M	AR Utility	Water Enterprise Fund	
308963	36	HUNZELMAN RENEE	AR Utility	Water Enterprise Fund	
308962	36	HIRDLER JUDITH	AR Utility	Water Enterprise Fund	
308954	35	FIELDSTONE FAMILY HOMES INC	AR Utility	Water Enterprise Fund	
308970	35	LORENZ LISA	AR Utility	Water Enterprise Fund	
309017	34	COMCAST	Other Contracted Services	Police Sworn	
10434	33	WEX	FSA - Medical	Health and Benefits	
308978	33	NEWBERG DAVID	AR Utility	Water Enterprise Fund	
309070	30	TALKPOINT TECHNOLOGIES INC	Equipment Repair & Maint	E-911 Program	
1035997	30	OLSEN CHAIN & CABLE	Equipment Repair & Maint	Park Maintenance	
308984	26	QUAINTANCE ROY	AR Utility	Water Enterprise Fund	
308955	25	FISCHER CINDY	AR Utility	Water Enterprise Fund	
308952	25	DOLLARD JEFF	AR Utility	Water Enterprise Fund	
10425	24	WEX	FSA - Medical	Health and Benefits	
1035936	24	CONCRETE CUTTING AND CORING	Equipment Parts	Street Maintenance	
1036023	23	UPS	Postage	Police Sworn	
308973	23	MOLLER ANDREW	AR Utility	Water Enterprise Fund	
309065	22	SNAP-ON TOOLS	Operating Supplies	Fleet Operating	
308958	20	HAGAN KYLE	AR Utility	Water Enterprise Fund	
309167	20	CHRIS CASTLE INC	Computers	494 Corridor Commission	
309209	20	SCOTT COUNTY	Licenses, Taxes, Fees	Police Sworn	
309021	20	CUB FOODS EDEN PRAIRIE	Training Supplies	Police Sworn	
309064	19	SHRED RIGHT	Waste Disposal	City Hall (City Cost)	
308950	17	CRONK BEVERLY	AR Utility	Water Enterprise Fund	
308992	16	TJORNHOM CHRISTOPHER	AR Utility	Water Enterprise Fund	
308959	16	HANSEN DEREK	AR Utility	Water Enterprise Fund	
308976	16	NACHREINER WENDY	AR Utility	Water Enterprise Fund	
309053	16	NCPERS GROUP LIFE INSURANCE	PERA	Health and Benefits	

Check #	Amount	Supplier / Explanation	Account Description	Business Unit	Comments
308968	16	KREZOWSKI ELIZABETH	AR Utility	Water Enterprise Fund	
1035967	15	UPS	Postage	Human Resources	
309022	15	CULLIGAN BOTTLED WATER	Corridor Comm. Misc	494 Corridor Commission	
309061	13	SALK ELLISON	Deposits	General Fund	
308967	12	KNUTSON, BETTY	AR Utility	Water Enterprise Fund	
308969	11	LAPIC KELLY	AR Utility	Water Enterprise Fund	
308987	11	SCHAUFENBUEL NICHOLAS	AR Utility	Water Enterprise Fund	
1035940	10	FLEETPRIDE INC	Lubricants & Additives	Fleet Operating	
308983	10	POLFLIET ALEX	AR Utility	Water Enterprise Fund	
308998	9	WREGHITT SHERYL	AR Utility	Water Enterprise Fund	
308971	8	MADSEN REBECCA	AR Utility	Water Enterprise Fund	
308947	7	BREY TIM	AR Utility	Water Enterprise Fund	
10430	6	SQUARE	Bank and Service Charges	Prairie Village Liquor Store	
308957	6	GIBBONS SARAH	AR Utility	Water Enterprise Fund	
308956	6	FRYE ELIZABETH	AR Utility	Water Enterprise Fund	
308995	6	VEMULAPALLI SRINIVASU	AR Utility	Water Enterprise Fund	
1036027	183	ZIEGLER INC	Equipment Parts	Fleet Operating	
	<u><u>2,815,697</u></u>	Grand Total			

City of Eden Prairie
Purchasing Card Payment Report
5/21/2024

Amount	Account Description	Business Unit
3,668	Retention Program	Community Center Admin
3,141	Plumbing Surcharge	General Fund
2,825	Machinery & Equipment	Capital Outlay Parks
2,700	Repair & Maint. Supplies	Police (City Cost)
2,610	Repair & Maint. Supplies	Water Distribution
2,564	Clothing & Uniforms	Day Care
2,170	Conference/Training	Utility Operations - General
2,145	Conference/Training	Fire
1,997	Travel Expense	Parks Administration
1,848	Capital Under \$25,000	Police Sworn
1,797	Tuition Reimbursement/School	Police Sworn
1,650	Operating Supplies	Police Sworn
1,500	Conference/Training	City Council
1,450	Miscellaneous	City Council
1,400	Landscape Materials/Supp	Tree Replacement Fund
1,170	Licenses, Taxes, Fees	Police Sworn
1,099	Tuition Reimbursement/School	Police Sworn
1,077	Tuition Reimbursement/School	Police Sworn
1,042	Landscape Materials/Supp	Reforestation
1,030	Awards	Volleyball
1,011	Deposits	General Fund
996	Travel Expense	Fire
996	Travel Expense	Fire
841	Clothing & Uniforms	Volleyball
820	Conference/Training	Human Resources
799	Capital Under \$25,000	Police Sworn
795	Tuition Reimbursement/School	Police Sworn
746	Fire Prevention Supplies	Fire
726	Bank and Service Charges	Prairie View Liquor Store
720	Dues & Sub-Memberships	Communications
693	Repair & Maint. Supplies	Facilities Staff
690	Conference/Training	City Council
690	Conference/Training	Administration
690	Conference/Training	City Council
690	Conference/Training	City Council
690	Conference/Training	City Council
688	Equipment Parts	Fleet Operating

Amount	Account Description	Business Unit
663	Software/Hardware Maint.	IT Operating
650	Training	Fire
646	Protective Clothing	Police Sworn
641	Tuition Reimbursement/School	Police Sworn
637	Fire Prevention Supplies	Fire
621	Conference/Training	Engineering
620	Conference/Training	Utility Operations - General
599	Licenses, Taxes, Fees	Fitness Classes
599	Licenses, Taxes, Fees	Fitness Classes
595	Employee Award	Organizational Services
593	Clothing & Uniforms	Police Sworn
576	Protective Clothing	Police Sworn
568	Repair & Maint. Supplies	Park Maintenance
530	Clothing & Uniforms	Outdoor Center
528	Process Control Equipment	IT Operating
518	Clothing & Uniforms	Pool Operations
510	Tuition Reimbursement/School	Police Sworn
502	Merchandise for Resale	Concessions
500	Conference/Training	Police Sworn
500	Travel Expense	Police Sworn
500	Conference/Training	Police Sworn
499	Conference/Training	Administration
494	Training Supplies	Police Sworn
480	Clothing & Uniforms	New Adaptive
476	Operating Supplies	Tennis
471	Repair & Maint. Supplies	Utility Operations - General
466	Training Supplies	Police Sworn
463	Tuition Reimbursement/School	Police Sworn
461	Tuition Reimbursement/School	Police Sworn
461	Operating Supplies	Fire
449	Travel Expense	Utility Operations - General
438	Operating Supplies	Ice Operations
428	Tuition Reimbursement/School	Police Sworn
428	Tuition Reimbursement/School	Police Sworn
428	Tuition Reimbursement/School	Police Sworn
425	Tuition Reimbursement/School	Police Sworn
412	Employee Award	Organizational Services
399	Travel Expense	Administration
399	Other Contracted Services	Liquor Store Delivery
397	Conference/Training	Utility Operations - General
385	Conference/Training	Park Maintenance

Amount	Account Description	Business Unit
383	Operating Supplies	Fire
373	Repair & Maint. Supplies	General Community Center
372	Dues & Sub-Memberships	Organizational Services
360	Building Materials	Street Maintenance
360	Protective Clothing	Police Sworn
344	Conference/Training	Pool Lessons
328	Tuition Reimbursement/School	Police Sworn
328	Tuition Reimbursement/School	Police Sworn
328	Tuition Reimbursement/School	Police Sworn
326	Operating Supplies	Police Sworn
325	Dues & Sub-Memberships	Police Sworn
316	Training Supplies	Pool Lessons
315	Miscellaneous	City Council
310	Conference/Training	Utility Operations - General
310	Conference/Training	Utility Operations - General
306	Equipment Parts	Fleet Operating
300	Conference/Training	Outdoor Center
300	Tuition Reimbursement/School	Police Sworn
298	Operating Supplies	Ice Operations
292	Operating Supplies	Winter Theatre
291	Training Supplies	Pool Lessons
286	Training Supplies	Pool Lessons
284	Chemicals	Street Maintenance
276	Licenses, Taxes, Fees	Pool Lessons
275	Tuition Reimbursement/School	Police Sworn
275	Tuition Reimbursement/School	Police Sworn
275	Awards	Pickleball
273	Operating Supplies	Senior Center Programs
269	Miscellaneous	City Council
262	Signs	Park Maintenance
261	Clothing & Uniforms	Fitness Admin.
255	Operating Supplies	Fire
254	Repair & Maint. Supplies	Water Treatment
250	Conference/Training	Utility Operations - General
250	Conference/Training	Utility Operations - General
250	Clothing & Uniforms	Pickleball
247	Fire Prevention Supplies	Fire
245	Other Assets	Public Safety Communications
241	Travel Expense	Utility Operations - General
241	Travel Expense	Utility Operations - General
236	Repair & Maint. Supplies	General Community Center

Amount	Account Description	Business Unit
236	Repair & Maint. Supplies	Water Treatment
234	Operating Supplies	Park Maintenance
228	Training Supplies	Police Sworn
228	Licenses, Taxes, Fees	Pool Lessons
225	Training Supplies	Human Resources
220	Operating Supplies	Volunteers
219	Operating Supplies	Special Events (CC)
217	Training Supplies	Pool Lessons
200	Equipment Parts	Fleet Operating
200	Other Contracted Services	Specialty Fitness Programs
199	Operating Supplies	Finance
199	Operating Supplies	New Adaptive
195	Clothing & Uniforms	Winter Theatre
190	Licenses, Taxes, Fees	Pool Lessons
188	Operating Supplies	Fire
188	Travel Expense	Engineering
186	Tuition Reimbursement/School	Police Sworn
186	Clothing & Uniforms	Aquatics Admin.
184	Licenses, Taxes, Fees	Pool Lessons
182	Merchandise for Resale	Concessions
182	Training Supplies	Pool Lessons
177	Cleaning Supplies	Police (City Cost)
170	Conference/Training	Utility Operations - General
170	Operating Supplies	Outdoor Center
168	Tuition Reimbursement/School	Police Sworn
168	Deposits	General Fund
166	Equipment Parts	Fleet Operating
163	Repair & Maint. Supplies	Utility Operations - General
161	Office Supplies	Police Sworn
160	Operating Supplies	Fire
160	Operating Supplies	Police Sworn
160	Conference/Training	Utility Operations - General
156	Operating Supplies	Park Maintenance
156	Operating Supplies	Fitness Classes
155	Office Supplies	Police Sworn
154	Operating Supplies	City Council
150	Employment Advertising	Organizational Services
150	Other Contracted Services	Specialty Fitness Programs
150	Licenses, Taxes, Fees	Pool Lessons
150	Clothing & Uniforms	Fire
150	Repair & Maint. Supplies	Cummins Grill House

Amount	Account Description	Business Unit
148	Tuition Reimbursement/School	Police Sworn
148	Tuition Reimbursement/School	Police Sworn
148	Tuition Reimbursement/School	Police Sworn
147	Training Supplies	Pool Lessons
146	Operating Supplies	Public Safety Communications
145	Clothing & Uniforms	Winter Theatre
145	Conference/Training	Park Maintenance
144	Operating Supplies	Arts Center
143	Repair & Maint. Supplies	Police (City Cost)
143	Merchandise for Resale	Concessions
140	Licenses, Taxes, Fees	Park Maintenance
140	Conference/Training	Senior Center Admin
140	Miscellaneous	Police Sworn
139	Operating Supplies	Arts Center
138	Conference/Training	Pool Operations
138	Operating Supplies	Youth Programs Admin
137	Training Supplies	Fire
132	Operating Supplies	Community Band
129	Conference/Training	Human Resources
125	Clothing & Uniforms	Utility Operations - General
124	Repair & Maint. Supplies	Park Maintenance
123	Licenses, Taxes, Fees	Engineering
122	Bank and Service Charges	Winter Theatre
120	Operating Supplies	Fitness Classes
120	Office Supplies	Park Maintenance
120	Operating Supplies	Ice Operations
119	Operating Supplies	IT Operating
119	Operating Supplies	Day Care
117	Operating Supplies	Arts Center
116	Operating Supplies	Police Sworn
114	Operating Supplies	Arts Center
110	Conference/Training	Outdoor Center
110	Licenses, Taxes, Fees	Inspections-Administration
110	Licenses, Taxes, Fees	Fitness Classes
109	Clothing & Uniforms	Softball
109	Operating Supplies	Police Sworn
109	Operating Supplies	Arts Center
106	Repair & Maint. Supplies	Water Treatment
106	Clothing & Uniforms	Community Center Admin
105	Repair & Maint. Supplies	Utility Operations - General
104	Deposits	General Fund

Amount	Account Description	Business Unit
101	Clothing & Uniforms	Park Facilities
100	Conference/Training	Facilities Staff
100	Operating Supplies	Arts Center
97	Operating Supplies	Theatre Initiative
96	Office Supplies	Utility Operations - General
96	Operating Supplies	Fire
96	Operating Supplies	Street Maintenance
94	Operating Supplies	Fire
94	Operating Supplies	Elections
94	Merchandise for Resale	Concessions
94	Repair & Maint. Supplies	Water Distribution
93	Equipment Parts	Fleet Operating
90	Dues & Sub-Memberships	Fire
90	Dues & Sub-Memberships	Fire
90	Tuition Reimbursement/School	Police Sworn
90	Operating Supplies	New Adaptive
89	Training Supplies	Fire
89	Merchandise for Resale	Concessions
87	Deposits	General Fund
86	Operating Supplies	Arts Center
86	Merchandise for Resale	Concessions
85	Training Supplies	Fire
84	Software/Hardware Maint.	Fire
82	Small Tools	Street Maintenance
82	Operating Supplies	Snow & Ice Control
81	Deposits	General Fund
81	Building Materials	Street Maintenance
80	Operating Supplies	Police Sworn
80	Employee Award	Organizational Services
79	Operating Supplies	Arts Center
79	Dues & Sub-Memberships	Youth Programs Admin
78	Employment Advertising	Organizational Services
76	Safety Supplies	Youth Programs Admin
76	Conference/Training	Utility Operations - General
75	Dues & Sub-Memberships	Police Sworn
75	Deposits	General Fund
75	Dues & Sub-Memberships	Police Sworn
75	Dues & Sub-Memberships	Police Sworn
71	Clothing & Uniforms	Athletic Programs Admin
69	Operating Supplies	Winter Theatre
66	Repair & Maint. Supplies	Utility Operations - General

Amount	Account Description	Business Unit
65	Office Supplies	Police Sworn
65	Operating Supplies	Public Safety Communications
65	Operating Supplies	Prairie View Liquor Store
64	Repair & Maint. Supplies	Facilities Staff
64	Equipment Parts	Fleet Operating
63	Operating Supplies	Fire
62	Operating Supplies	Winter Theatre
60	Operating Supplies	Tennis
59	Operating Supplies	Arts Center
59	Operating Supplies	Outdoor Center
58	Conference/Training	Planning
58	Operating Supplies	Theatre Initiative
57	Operating Supplies	Ice Lessons
56	Clothing & Uniforms	Senior Center Admin
56	Clothing & Uniforms	Youth Programs Admin
54	Operating Supplies	Fire
53	Motor Fuels	Fleet Operating
52	Equipment Repair & Maint	Public Safety Communications
52	Operating Supplies	IT Operating
51	Clothing & Uniforms	Ice Operations
50	Conference/Training	Tree Disease
50	Special Event Fees	Senior Center Programs
50	Tuition Reimbursement/School	Police Sworn
50	Conference/Training	Human Resources
50	Other Contracted Services	Wine Club/Events
49	Special Event Fees	Senior Center Programs
49	Conference/Training	Utility Operations - General
49	Operating Supplies	Police Sworn
48	Training Supplies	Police Sworn
48	Repair & Maint. Supplies	Park Maintenance
48	Repair & Maint. Supplies	Park Maintenance
47	Operating Supplies	Fleet Operating
45	Merchandise for Resale	Senior Board
45	Tuition Reimbursement/School	Police Sworn
43	Operating Supplies	Police Sworn
43	Office Supplies	Elections
43	Operating Supplies	Youth Programs Admin
43	Training Supplies	Prairie View Liquor Store
43	Miscellaneous	Theatre Initiative
43	Motor Fuels	Fleet Operating
42	Operating Supplies	Concessions

Amount	Account Description	Business Unit
42	Operating Supplies	Winter Theatre
42	Special Event Fees	Senior Center Programs
41	Video & Photo Supplies	Fire
41	Clothing & Uniforms	Recreation Admin
41	Operating Supplies	New Adaptive
41	Motor Fuels	Fleet Operating
40	Tuition Reimbursement/School	Police Sworn
40	Conference/Training	Utility Operations - General
40	Conference/Training	Facilities Staff
40	Operating Supplies	Police Sworn
40	Dues & Sub-Memberships	Police Sworn
40	Operating Supplies	Arts Center
40	Motor Fuels	Fleet Operating
40	Operating Supplies	Trips
38	Legal	Police Sworn
37	Training Supplies	Youth Programs Admin
36	Operating Supplies	Theatre Initiative
35	Operating Supplies	Den Road Liquor Store
35	Tuition Reimbursement/School	Police Sworn
35	Tuition Reimbursement/School	Police Sworn
35	Tuition Reimbursement/School	Police Sworn
35	Advertising	Arts Center
35	Operating Supplies	Arts Center
35	Merchandise for Resale	Senior Board
35	Building Materials	Capital Outlay Parks
35	Motor Fuels	Fleet Operating
34	Operating Supplies	Community Center Admin
33	Operating Supplies	Winter Theatre
33	Equipment Parts	Street Maintenance
32	Operating Supplies	Police Sworn
32	Operating Supplies	Street Maintenance
32	Dues & Sub-Memberships	Fire
32	Special Event Fees	Senior Center Programs
32	Repair & Maint. Supplies	Facilities Staff
32	Operating Supplies	Police Sworn
31	Bank and Service Charges	Winter Theatre
30	Operating Supplies	Winter Theatre
30	Training Supplies	Prairie View Liquor Store
30	Operating Supplies	New Adaptive
30	Operating Supplies	IT Operating
30	Repair & Maint. Supplies	City Hall (City Cost)

Amount	Account Description	Business Unit
29	Other Rentals	Summer Theatre
29	Training Supplies	Fire
29	Operating Supplies	Police Sworn
28	Operating Supplies	Arts Center
28	Operating Supplies	Police Sworn
28	Operating Supplies	Winter Theatre
26	Training Supplies	Police Sworn
26	Operating Supplies	Fitness Admin.
25	Operating Supplies	New Adaptive
25	Tuition Reimbursement/School	Police Sworn
25	Conference/Training	Aquatics Admin.
25	Employment Advertising	Organizational Services
25	Conference/Training	Community Center Admin
25	Operating Supplies	Senior Center Programs
25	Merchandise for Resale	Concessions
24	Operating Supplies	New Adaptive
24	Operating Supplies	Community Center Admin
23	Computers	IT Operating
22	Operating Supplies	IT Operating
22	Computers	IT Operating
22	Operating Supplies	Arts Center
22	Operating Supplies	Street Maintenance
22	Operating Supplies	Winter Theatre
21	Merchandise for Resale	Winter Theatre
21	Travel Expense	Utility Operations - General
20	Conference/Training	Park Maintenance
20	Conference/Training	City Clerk
20	Dues & Sub-Memberships	Police Sworn
20	Dues & Sub-Memberships	Police Sworn
20	Operating Supplies	Day Care
20	Conference/Training	Economic Development
20	Conference/Training	Planning
20	Operating Supplies	IT Operating
20	Operating Supplies	Outdoor Center
20	Equipment Repair & Maint	Public Safety Communications
19	Operating Supplies	Arts Center
19	Equipment Repair & Maint	Senior Center Programs
19	Conference/Training	Park Maintenance
18	Operating Supplies	Police Sworn
18	Operating Supplies	Police Sworn
18	Operating Supplies	Public Safety Communications

Amount	Account Description	Business Unit
18	Operating Supplies	Senior Center Admin
17	Other Contracted Services	Organizational Services
16	Miscellaneous	City Council
16	Miscellaneous	City Council
16	Operating Supplies	Outdoor Center
15	Conference/Training	Outdoor Center
15	Licenses, Taxes, Fees	Summer Theatre
15	Licenses, Taxes, Fees	Summer Theatre
15	Licenses, Taxes, Fees	Theatre Initiative
14	Operating Supplies	Winter Theatre
14	Operating Supplies	Volunteers
14	Operating Supplies	New Adaptive
13	Operating Supplies	Outdoor Center
13	Operating Supplies	Arts Center
13	Operating Supplies	Fitness Classes
12	Operating Supplies	Arts Center
12	Operating Supplies	Pool Operations
12	Operating Supplies	Pool Operations
12	Operating Supplies	Arts Center
12	Operating Supplies	Outdoor Center
11	Operating Supplies	Arts Center
10	Training Supplies	Police Sworn
10	Other Contracted Services	Wine Club/Events
10	Operating Supplies	Arts Center
10	Employee Award	Organizational Services
9	Operating Supplies	Police Sworn
9	Travel Expense	Utility Operations - General
8	Conference/Training	Utility Operations - General
6	Operating Supplies	Pool Operations
5	Office Supplies	Administration
5	Operating Supplies	Police Sworn
4	Operating Supplies	Outdoor Center
4	Travel Expense	Utility Operations - General
3	Operating Supplies	New Adaptive
3	Conference/Training	Utility Operations - General
2	Conference/Training	Facilities Staff
-10	Repair & Maint. Supplies	Park Maintenance
-10	Conference/Training	Planning
-21	Operating Supplies	Outdoor Center
-66	Operating Supplies	Ice Operations
-70	Repair & Maint. Supplies	Utility Operations - General

Amount	Account Description	Business Unit
-167	Operating Supplies	Winter Theatre
-212	Repair & Maint. Supplies	Police (City Cost)
<u>105,756</u>	Report Total	