

Agenda
City Council Meeting
City of Edina, Minnesota
City Council Chambers
Tuesday, November 17, 2015
7:00 PM

- I. Call To Order
- II. Roll Call
- III. Approval of Meeting Agenda
- IV. Adoption of Consent Agenda

All agenda items listed on the consent agenda are considered routine and will be enacted by one motion. There will be no separate discussion of such items unless requested to be removed from the Consent Agenda by a Member of the City Council. In such cases the item will be removed from the Consent Agenda and considered immediately following the adoption of the Consent Agenda. (Favorable rollcall vote of majority of Council Members present to approve.)

- A. Approve Minutes of November 4, 2015 City Council Regular Meeting and November 4, 2015 Work Session Meeting
- B. Receive Payment of Claims As Per: Pre-List Dated, 10/29/2015 TOTAL: \$3,050,016.52 And Per Pre-List Dated 11/05/2015 TOTAL: \$1,149,195.62 and Credit Card Transactions 07/26/15 - 08/24/15 TOTAL: \$38,810.21
- C. Approve New On-Sale Wine and Beer Licenses, Z Italiano, 1705 Southdale Center
- D. 2016 Calendar Of Meeting Dates
- E. Resolution No. 2015-114 Receiving Engineering Studies for 2016 Neighborhood Roadway Reconstruction Projects
- F. Request for Purchase: Motorola MCC7500 Radio Consoles for our 911 Communications Center
- G. 2015 Edina Community Council Appointments
- H. Request for Purchase: Edinborough Park Security Camera Replacement
- I. Request for Purchase: Engineering Services for Sanitary Capacity Evaluation
- J. Traffic Safety Report of October 7, 2015
- K. Request for Purchase: Engineering Services for Valley View Rd Bike Lane Extension

V. Special Recognitions And Presentations

- A. Jan Callison, Hennepin County Commissioner
- B. Grandview District Transportation Study
- C. Speak Up, Edina October Discussion

VI. Community Comment

During "Community Comment," the City Council will invite residents to share new issues or concerns that haven't been considered in the past 30 days by the Council or which aren't slated for future consideration. Individuals must limit their comments to three minutes. The Mayor may limit the number of speakers on the same issue in the interest of time and topic. Generally speaking, items that are elsewhere on tonight's agenda may not be addressed during Community Comment. Individuals should not expect the Mayor or Council to respond to their comments tonight. Instead the Council might refer the matter to staff for consideration at a future meeting.

VII. Reports/Recommendations: (Favorable vote of majority of Council Members present to approve except where noted)

- A. Resolution No. 2015-113: Denial of a Site Plan with Variances for Bank of America, 6868 France Avenue
- B. Grandview Facility Operational and Feasibility Study
- C. Request for Purchase: Grandview Facility Operational and Feasibility Study
- D. Resolution No. 2015-116: Final Plat & Tree Preservation Easement 6209 Crest Lane for Ridge Creek Homes
- E. Resolution No. 2015-115: Accepting Various Grants & Donations

VIII. Correspondence And Petitions

- A. Correspondence
- B. Minutes
 - 1. Minutes: Planning Commission, October 14, 2015
 - 2. Minutes: Planning Commission, September 30, 2015
 - 3. Minutes: Heritage Preservation Board, October 13, 2015
 - 4. Minutes: Park Board, October 13, 2015

IX. Aviation Noise Update

- X. Mayor and Council Comments
- XI. Manager's Comments
- XII. Schedule of Meetings, Events & Dates As Of November 17, 2015
- XIII. Adjournment

AGENDA

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

- I. Call to Order
- II. Roll Call
- III. Approval Of Agenda
- IV. Approve Minutes Of October 20, 2015 HRA Meeting
- V. Request For Purchase: Professional Services Contract Greater Southdale Area Planning Study – Phase 2
- VI. Request for Purchase Engineering Services for Valley View Rd Bike Lane Extension
- VII. Adjournment

The City of Edina wants all residents to be comfortable being part of the public process. If you need assistance in the way of hearing amplification, an interpreter, large-print documents or something else, please call 952-927-8861 72 hours in advance of the meeting.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.A.

To: Mayor and City Council

Item Type:

From: Debra A. Mangen, City Clerk

Item Activity:

Subject: Approve Minutes of November 4, 2015 City Council Regular Meeting and November 4, 2015 Work Session Meeting

ACTION REQUESTED:

INTRODUCTION:

ATTACHMENTS:

Draft November 4, 2015 Work Session Minutes

Draft November 4, 2015 Regular Meeting Minutes

**MINUTES
OF THE WORK SESSION OF THE
EDINA CITY COUNCIL
HELD AT CITY HALL
NOVEMBER 4, 2015
5:30 P.M.**

Mayor Hovland called the work session of the Edina City Council to order at 5:30 p.m.

ROLL CALL

Answering roll call was: Members Brindle, Staunton Stewart, Swenson and Mayor Hovland.

Edina City Staff attending the meeting: Jennifer Bennerotte, Communication & Technology Services Director;; Susan Faus, Assistant Parks & Recreation Director; Ann Kattreh, Parks & Recreation Director; MJ Lamon, Project Coordinator; Kay McAloney, Human Resources Director; Devin Massopust, City Manager Fellow; Debra Mangen, City Clerk; Chad Millner, Engineering Director; Scott Neal, City Manager; Dave Nelson, Police Chief; Brian Olson, Public Works Director; Eric Roggeman, Finance Director; Kyle Sawyer, Assistant Finance Director; Lisa Schaefer, Assistant City Manager; Tom Schmitz, Fire Chief; and Cary Teague, Community Development Director.

2016-2017 BUDGET

Manager Neal introduced Finance Director Roggeman who presented the draft 2016-2017 Budget along with the projected levy for 2016. Mr. Roggeman reviewed the process followed to arrive at the proposed budget. He noted the Council sets work plan themes and goals. The even year or the first year of the biennial budget the Capital Improvement Plan (CIP) is reviewed in detail. Themes for 2016-2017 included: focused redevelopment; future planning, intergovernmental relations, transportation and infrastructure and enterprise stability.

Staff prepared a draft budget using the priority themes and goals. Mr. Roggeman outlined the timeline followed in developing the budget, noting that the Council had adopted their preliminary levy in September and will adopt their final 2016 property tax levy and budget in December.

The Council reviewed and discussed possible budget scenarios and gave their opinions on the draft budget. Each member of the Council will review the proposed budget and the list of possible reductions that will be communicated to Mr. Neal.

ADJOURNMENT

Mayor Hovland adjourned the meeting at 6:52 p.m.

Respectfully submitted,

Debra Mangen, City Clerk

Minutes approved by Edina City Council, November 17, 2015

James B. Hovland, Mayor

**MINUTES
OF THE REGULAR MEETING OF THE
EDINA CITY COUNCIL
HELD AT CITY HALL
NOVEMBER 4, 2015
7:00 P.M.**

I. CALL TO ORDER

Mayor Hovland called the meeting to order at 7:06 p.m.

II. ROLL CALL

Answering rollcall were Members Brindle, Staunton, Stewart, Swenson, and Mayor Hovland.

III. MEETING AGENDA APPROVED

Member Stewart made a motion, seconded by Member Brindle, approving the meeting agenda.

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland
Motion carried.

IV. CONSENT AGENDA ADOPTED

Member Swenson made a motion, seconded by Member Stewart, approving the consent agenda as follows:

IV.A. Approve regular and work session meeting minutes of October 20, 2015

IV.B. Receive payment of the following claims as shown in detail on the Check Register dated October 15, 2015, and consisting of 32 pages; General Fund \$494,210.74; Police Special Revenue \$8,841.22; Working Capital Fund \$20,819.50; Equipment Replacement Fund \$12,103.37; Cando Fund \$18,286.37; Art Center Fund \$266.79; Aquatic Center Fund \$147.26; Golf Course Fund \$65,217.70; Ice Arena Fund \$13,383.12; Sports Dome Fund \$36,055.70; Edinborough Park Fund \$10,123.66; Centennial Lakes Park Fund \$10,582.11; Liquor Fund \$218,288.63; Utility Fund \$73,423.17; Storm Sewer Fund \$8,289.07; Recycling Fund \$36,187.38; PSTF Agency Fund \$1,316.38; Payroll Fund \$10,727.26; TOTAL \$1,038,269.42 and for receipt of payment of claims dated October 22, 2015, and consisting of 33 pages; General Fund \$249,823.22; Police Special Revenue \$20,900.26; Pedestrian and Cyclist Safety Fund \$5,349.00; Arts and Culture Fund \$2,350.00; Working Capital Fund \$97,424.59; Equipment Replacement Fund \$88,927.00; Art Center Fund \$1,245.31; Golf Dome Fund \$9,319.53; Aquatic Center Fund \$69.74; Golf Course Fund \$625,080.15; Ice Arena Fund \$8,000.60; Edinborough Park Fund \$7,546.58; Centennial Lakes Park Fund \$714.22; Liquor Fund \$161,950.99; Utility Fund \$139,023.06; Storm Sewer Fund \$1,203.50; PSTF Agency Fund \$9,217.75; Centennial TIF District \$19,526.32; Grandview TIF District \$71,752.63; TOTAL \$1,519,284.97; and, Credit Card Transactions dated June 25 – July 26, 2015; TOTAL \$53,020.54

IV.C. Request for Purchase, Well #10 Rehabilitation, awarding the bid to the recommended low bidder, E.H. Renner & Sons at \$20,314.00

IV.D. Authorize Participation in 2016-2017 Fuel Consortium

IV.E. Approve Human Rights and Relations Bias Offense Response and Prevention Plan

IV.F. Request for Purchase, Braemar Arena Surveillance Cameras, awarding the bid to the recommended bidder, Pro-Tec Design at \$23,549.87

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IV.G. Adopt Ordinance No. 2015-23, Amending Chapter 10 of the City Code Regarding Demolition Permits

IV.H. Adopt Resolution No. 2015-112, Authorizing Public Health Emergency Preparedness Agreement between Edina and Bloomington

Rollcall:

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

V. SPECIAL RECOGNITIONS AND PRESENTATIONS

None.

VI. PUBLIC HEARINGS HELD – Affidavits of Notice presented and ordered placed on file.

VI.A. AMENDING CHAPTER 36 REGARDING BREWERIES, TAPROOMS, WINERIES, COCKTAIL ROOMS, DISTILLERIES, AND BREWPUBS – ORDINANCE NO. 2015-21 ADOPTED

Community Development Director Teague shared that the Council was being asked to hold a public hearing and consider second reading of Ordinance No. 2015-21 regarding the regulation of breweries, taprooms, wineries, cocktail rooms, distilleries, and brewpubs. The Ordinance would allow brewpubs in all Planned Commercial Zoning Districts and Mixed Development Districts. Breweries, taprooms, wineries, cocktail rooms, and distilleries would be allowed in the Planned Industrial Zoning Districts. The Ordinance included language recommended by the Council at first reading regarding food trucks.

Mr. Teague answered questions of the Council relating to food truck regulations.

Mayor Hovland opened the public hearing at 7:13 p.m.

Public Testimony

No one appeared to comment.

Member Brindle made a motion, seconded by Member Swenson, to close the public hearing.

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

Member Swenson made a motion to grant Second Reading adopting Ordinance No. 2015-21, Amending Chapter 36 Regarding Breweries, Taprooms, Wineries, Cocktail Rooms, Distilleries, and Brewpubs. Member Stewart seconded the motion.

Rollcall:

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

VI.B. SITE PLAN REVIEW WITH VARIANCES FOR BANK OF AMERICA, 6868 FRANCE AVENUE – RESOLUTION NO. 2015-113 NOT ADOPTED – STAFF DIRECTED TO PREPARE FINDINGS FOR DENIAL

Community Development Director Presentation

Mr. Teague presented the request from Bank of America to tear down the existing 3,098 square foot Think Bank and construct a new Leadership in Energy & Environmental Design (LEED) Certified 7,190 square foot Bank of America with a drive through ATM at 6868 France Avenue.

Merrill Lynch would also be a tenant in the building. The request required a Site Plan approval with a front setback variance from 35 feet to 22 feet for the building, a parking stall variance from 1,738 to 1,581 spaces, a front setback variance from 35 feet to 20 feet for the drive through ATM, and a variance to allow a drive through ATM to be located on a side of a building that faces property zoned R-1 Single Dwelling Unit District. Mr. Teague presented the Site Plan and photos of the proposed building. Staff and the Planning Commission recommended approval of the project.

Proponent Presentation

Anita Thomas, Jones Lang LaSalle, introduced Aaron Green and Nathan Owen from Gensler Architecture and stated that they were available to answer questions from the Council.

Mr. Green answered questions of the Council relating to the new design of the Merrill Lynch entrance, the design plan for the Merrill Lynch side of the building, the additional conditions from the Planning Commission, the sidewalk study, the process for LEED certification, and the materials board.

Mr. Teague answered a question of the Council relating to discussions with Hennepin County concerning eliminating the free right turn in order to square up the corner, noting it was cost prohibitive.

Mayor Hovland opened the public hearing at 7:53 p.m.

Public Testimony

No one appeared to comment.

Member Stewart made a motion, seconded by Member Brindle, to close the public hearing.

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

Member Brindle introduced and moved adoption of Resolution No. 2015-113, Approving a Site Plan with Variances at 6868 France Avenue to Build 7,190 Square Foot LEED Certified Bank of America, subject to the following conditions:

- 1. Subject to staff approval, the site must be developed and maintained in substantial conformance with the following plans, unless modified by the conditions below:**
 - **Site plan date stamped October 1, 2015.**
 - **Grading plan date stamped October 1, 2015.**
 - **Landscaping plan date stamped October 1, 2015.**
 - **Building elevations date stamped September 28 and October 1, 2015.**
 - **Building materials board as presented at the Planning Commission and City Council meeting.**
- 2. Prior the issuance of a building permit, a final landscape plan must be submitted, subject to staff approval. Landscape plan must meet all minimum Zoning Ordinance requirements. Additionally, a performance bond, letter-of-credit, or cash deposit must be submitted for one and a one-half times the cost amount for completing the required landscaping, screening, or erosion control measures.**
- 3. The property owner is responsible for replacing any required landscaping that dies.**

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4. **Submit a copy of the Nine Mile Creek Watershed District permit. The City may require revisions to the approved plans to meet the district's requirements.**
5. **Compliance with the conditions required by the city engineer in his memo dated November 4, 2013.**
6. **Building plans are subject to review and approval of the fire marshal at the time of building permit.**
7. **Bike racks must be provided to meet minimum Zoning Ordinance requirements.**
8. **The Merrill Lynch entrance on 69th Street shall be enhanced to resemble a storefront entry as recommended in the Comprehensive Plan. This could be accomplished with an awning or signage at the entry.**
9. **The three existing islands in the parking lot north of the proposed building shall be landscaped including over-story trees.**
10. **Landscaping shall be added to the south side of the new parking lot that is to be west of the new building. This landscaping shall provide screening of the parking lot.**
11. **Boulevard trees must be included on the final landscape plan subject to review and approval of the city forester.**
12. **The sidewalk on the east side of Wooddale/69th Street shall be continued to the north within the limits of the proposed project. This sidewalk would eventually be continued to 66th Street upon further development on this site.**

Mayor Hovland seconded the motion.

The Council discussed the proposal and each shared their opinions of the project. Member Staunton mentioned that he had an issue with the drive through ATM and did not believe the variances were warranted. Member Stewart indicated his dislike for the architecture. Member Swenson discussed her concern for the drive through ATM and pedestrian access and safety. Mr. Teague noted that a rejection would need to center around the requested variances.

Ayes: Brindle, Hovland

Nays: Staunton, Stewart, Swenson

Motion failed.

Member Staunton made a motion, seconded by Member Stewart, directing staff to prepare findings for denial.

Ayes: Staunton, Stewart, Swenson,

Nays: Brindle, Hovland

Motion carried.

VII. COMMUNITY COMMENT

No one appeared to comment.

VIII. REPORTS / RECOMMENDATIONS

VIII.A. RESOLUTION NO. 2015-111 AMENDED CONDITION OF APPROVAL OF A LOT DIVISION WITH VARIANCES AT 3621 AND 3625 54TH STREET WEST – ADOPTED

Community Development Director Presentation

Mr. Teague explained that a condition of approval of a Lot Division with variances at 3621 and 3625 54th Street for Donnay Homes needed to be amended. Condition No. 6 stated, "The applicant shall maintain the existing shrubs per the proposed landscape plan." The landscape plans showed "shrubs;" however, the hedge along the east lot line consisted primarily of

buckthorn so the City Forester requested the hedge be removed. The applicant wished to replant the area with Rocky Mountain Junipers and a 6-foot tall cedar fence. The City did not require screening from one duplex to another, but because it was a condition of approval the plans required an amendment. Staff believed the proposed Junipers and fence would be an improvement.

Mr. Teague answered questions of the Council concerning the drainage plan.

The Council discussed whether or not it should mandate the buckthorn be replaced with a similar type of shrub. **Member Staunton introduced and moved adoption of Resolution No. 2015-111, Approving a Lot Division with Variances at 3621 and 3625 54th Street West, subject to the following conditions:**

- 1. The new double dwelling shall be built per the submitted plans date stamped December 24, 2014, and January 9, 2015.**
- 2. The 24-inch Locust and 22-inch Locust on the site shall be maintained and protected during construction.**
- 3. The applicant shall plant an additional 4-inch Maple on each new lot to replace the 12-inch Maple that is to be removed.**
- 4. Each unit shall have separate utility hook-ups.**
- 5. The units will be separated by a fire-wall; and be verified by the City's building official.**
- 6. The Buckhorn that was removed from the east lot line shall be replaced with similar plant material not noxious in nature.**

Member Swenson seconded the motion.

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

VIII.B. ORDINANCE NO. 2015-12 PROPOSED FRANCHISE AGREEMENT WITH XCEL ENERGY – ADOPTED

Manager Neal shared that the Council approved the first reading of the proposed franchise renewal Ordinance on October 20, 2015. The Council was requested to approve second reading of Ordinance No. 2015-12, accept the October 20, 2015, letter from Mr. Patrick Cline of Xcel Energy, and direct staff to include the Xcel letter as an official addendum to the Ordinance.

The Council thanked staff and Xcel Energy for working together on the agreement. **Member Swenson made a motion to grant Second Reading adopting Ordinance No. 2015-12, Granting to Northern States Power Company, a Minnesota Corporation, D/B/A Xcel Energy, its Successors and Assigns, Permission to Construct, Operate, Repair, and Maintain in the City of Edina, Minnesota, and Electric Distribution System and Transmission Lines, Including Necessary Poles, Lines, Fixtures, and Appurtenances, for the Furnishing of Electric Energy to the City, its Inhabitants, and Others, and to Use the Public Grounds and Public Ways of the City for Such Purposes. Member Staunton seconded the motion.**

Rollcall:

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

VIII.C. ORDINANCE NO. 2015-15 CENTERPOINT ENERGY FRANCHISE FEE INCREASE – ADOPTED

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Manager Neal shared that on September 1, 2015, the Council approved the first reading of two ordinances that would increase utility franchise fees for Edina customers of Xcel Energy and CenterPoint Energy that were first established in 2012. The ordinances would increase the existing franchise fees for all classes of customers by \$0.50 per meter per month for each utility. The new revenue would allow the City to pursue the City environmental protection and sustainability goals.

Member Stewart made a motion to grant Second Reading adopting Ordinance No. 2015-15, Amending Ordinance No. 2012-15 A Gas Energy Franchise Fee on CenterPoint Energy Minnesota Gas ("CenterPoint Energy") for Providing Gas Energy Service within the City of Edina. Member Swenson seconded the motion.

Rollcall:

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

VIII.D. ORDINANCE NO. 2015-16 XCEL ENERGY FRANCHISE FEE INCREASE – ADOPTED

Member Stewart made a motion to grant Second Reading adopting Ordinance No. 2015-16, Amending Ordinance No. 2015-16 Implementing an Electric Service Franchise Fee on Northern States Power Company, a Minnesota Corporation, D/B/A Xcel Energy, its Successors and Assigns, for Providing Electric Service within the City of Edina. Member Staunton seconded the motion.

Rollcall:

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland

Motion carried.

IX. CORRESPONDENCE AND PETITIONS

IX.A. CORRESPONDENCE

IX.B. OPEN TO BUSINESS – 2015 UPDATE

Mayor Hovland acknowledged the Council's receipt of various correspondence.

IX.C. MINUTES:

- 1. COMMUNITY HEALTH COMMISSION, SEPTEMBER 1, 2015***
- 2. TRANSPORTATION COMMISSION, SEPTEMBER 17, 2015***
- 3. HUMAN RIGHTS AND RELATIONS COMMISSION, SEPTEMBER 29, 2015***

Informational; no action required.

X. AVIATION NOISE UPDATE – Received

XI. MAYOR AND COUNCIL COMMENTS – Received

XII. MANAGER'S COMMENTS – Received

XII.A. BOARD AND COMMISSION PROTOCOL

XII.B. DRONE REGULATION

XII.C. BRAEMAR GOLF REBRANDING

***XIII. SCHEDULE OF MEETING AND DATES AND EVENTS AS OF NOVEMBER 4, 2015–
Received***

XIV. ADJOURNMENT

There being no further business on the Council Agenda, Mayor Hovland declared the meeting adjourned at 9:26 p.m.

Respectfully submitted,

Debra A. Mangen, City Clerk

Minutes approved by Edina City Council, November 17, 2015.

James B. Hovland, Mayor

Video Copy of the November 4, 2015, meeting available.

DRAFT



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.B.

To: Mayor and City Council

Item Type:
Claims

From: Eric Roggeman, Finance Director

Item Activity:
Action

Subject: Receive Payment of Claims As Per: Pre-List
Dated, 10/29/2015 TOTAL: \$3,050,016.52 And
Per Pre-List Dated 11/05/2015 TOTAL:
\$1,149,195.62 and Credit Card Transactions
07/26/15 - 08/24/15 TOTAL: \$38,810.21

ACTION REQUESTED:

Approve claims for payment.

INTRODUCTION:

Claims information for approval is attached.

ATTACHMENTS:

Claims Pre-List Dated 10/29/2015 TOTAL: \$3,050,016.52

Claims Pre-List Dated 11/05/2015 TOTAL: \$1,149,195.62

Credit Card Transactions 07/26/15-08/24/15 TOTAL: \$38,810.21

Council Check Register by GL
Council Check Register by Invoice & Summary

10/29/2015-- 10/29/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2176	10/29/2015		100659 BOYER TRUCK PARTS						Continued...	
2177	10/29/2015		102372 CDW GOVERNMENT INC.							
		99.74	SURFACE WARRANTY	00004375	385662	ZL56273	1554.6710		EQUIPMENT REPLACEMENT	GENT SERV GEN - MIS
		2,534.04	WIFI @ BGC AND PW		385416	ZS12407	4413.6103		PROFESSIONAL SERVICES	CITY WIFI PROJECT
		<u>2,633.78</u>								
2178	10/29/2015		102478 DAY DISTRIBUTING CO.							
		1,540.70			385435	825362	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		123.00			385436	825363	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		906.85			385528	825405	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		49.20			385529	825406	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		<u>2,619.75</u>								
2179	10/29/2015		102079 HIGHVIEW PLUMBING INC							
		3,395.00	REPLACE WATER LINE		385421	14285	5924.6103		PROFESSIONAL SERVICES	ENGINEER SERVICES - WATER
		<u>3,395.00</u>								
2180	10/29/2015		131734 HORWITZ INC.							
		17,162.70	PLUMBING/HVAC		385383	APPL 8	5550.1705		CONSTR. IN PROGRESS	SPORTS DOME BALANCE SHEET
		<u>17,162.70</u>								
2181	10/29/2015		129508 IMPACT							
		2,081.10	MAIL OCT 2015 BILLS		385500	107270	5902.6103		PROFESSIONAL SERVICES	UTILITY BILLING - FINANCE
		<u>2,081.10</u>								
2182	10/29/2015		129635 JESSE JAMES CREATIVE INC.							
		1,775.00	WEBSITE MAINTENANCE		385502	JJ5660	1130.6124		WEB DEVELOPMENT	COMMUNICATIONS
		<u>1,775.00</u>								
2183	10/29/2015		102146 JESSEN PRESS INC.							
		11,166.50	ABOUT TOWN PRINTING		385422	670323	1130.6123		MAGAZINE/NEWSLETTER EXPENSE	COMMUNICATIONS
		<u>11,166.50</u>								
2184	10/29/2015		121075 JIMMY'S JOHNNYS INC.							
		61.63	TOILET RENTAL		385453	95701	1645.6182		RUBBISH REMOVAL	LITTER REMOVAL
		<u>61.63</u>								
2185	10/29/2015		101483 MENARDS							
		73.25	PIPE, FITTINGS	00001827	385333	97131	5912.6180		CONTRACTED REPAIRS	WELL HOUSES
		20.97	LIGHTBULBS	00001848	385334	97654	5840.6406		GENERAL SUPPLIES	LIQUOR YORK GENERAL

Council Check Register by GL
Council Check Register by Invoice & Summary

10/29/2015-- 10/29/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2185	10/29/2015		101483 MENARDS						Continued...	
		13.87	PIPE, CAP, TEE	00005767	385460	97758	1553.6585		ACCESSORIES	EQUIPMENT OPERATION GEN
		141.79	LUMBER, PINS	00001871	385456	97825	1646.6577		LUMBER	BUILDING MAINTENANCE
		56.30	LUMBER, SCREWS	00001877	385457	97843	1646.6577		LUMBER	BUILDING MAINTENANCE
		23.99	TARP CLIPS, BUNGEEES	00001935	385459	97951	5911.6185		LIGHT & POWER	WELL PUMPS
		6.97	SCREWS, ACCESS PANEL	00001939	385458	98207	1646.6406		GENERAL SUPPLIES	BUILDING MAINTENANCE
		<u>337.14</u>								
2186	10/29/2015		101620 NORTH SECOND STREET STEEL SUPPLY							
		696.00	EXPANDED METAL	00005662	385338	331044	1646.6406		GENERAL SUPPLIES	BUILDING MAINTENANCE
		<u>696.00</u>								
2187	10/29/2015		121497 NORTHWEST ASPHALT INC.							
		142.50	PARTIAL PAYMENT NO. 5		385756	BA-413,S-128	07128.1705.30		CONTRACTOR PAYMENTS	S128 COUNTRYSIDE H SIDEWALK
		136,951.82	PARTIAL PAYMENT NO. 5		385756	BA-413,S-128	01413.1705.30		CONTRACTOR PAYMENTS	EDINA HIGHLANDS LAKESIDE RECON
		32,059.09	PARTIAL PAYMENT NO. 5		385756	BA-413,S-128	05552.1705.30		CONTRACTOR PAYMENTS	Countryside H Reconstruction
		70,375.05	PARTIAL PAYMENT NO. 5		385756	BA-413,S-128	03488.1705.30		CONTRACTOR PAYMENTS	Countryside H Reconstruction
		160,104.65	PARTIAL PAYMENT NO. 5		385756	BA-413,S-128	04409.1705.30		CONTRACTOR PAYMENTS	Countryside H Reconstruction
		47,201.80	PARTIAL PAYMENT NO. 5		385757	BA-414,BA-415	01414.1705.20		CONSULTING DESIGN	HOLLANDS NHOOD RECON
		54,587.48	PARTIAL PAYMENT NO. 5		385757	BA-414,BA-415	01415.1705.20		CONSULTING DESIGN	HYDE PARK NHOOD RECON
		36,677.60	PARTIAL PAYMENT NO. 5		385757	BA-414,BA-415	03489.1705.30		CONTRACTOR PAYMENTS	Prospect Knolls B Reconstructi
		63,578.05	PARTIAL PAYMENT NO. 5		385757	BA-414,BA-415	04410.1705.30		CONTRACTOR PAYMENTS	Prospect Knolls B Reconstructi
		3,192.00	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	07127.1705.30		CONTRACTOR PAYMENTS	S127 ARDEN PARK D SIDEWALK
		110,029.24	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	10096.1705.30		CONTRACTOR PAYMENTS	BR6 54TH STREET BRIDGE
		227,990.53	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	01412.1705.30		CONTRACTOR PAYMENTS	GLEN VIEW ADDITION NHOOD RECON
		366,566.72	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	01416.1705.30		CONTRACTOR PAYMENTS	54TH ST BRIDGE&STREET REPAIR
		4,113.50	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	08062.1705.30		CONTRACTOR PAYMENTS	ARDEN PARK D ST LIGHTING
		23,868.75	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	03487.1705.30		CONTRACTOR PAYMENTS	Arden Park D Reconstruction
		90,861.02	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	05551.1705.30		CONTRACTOR PAYMENTS	Arden Park D Reconstruction
		187,246.22	PARTIAL PAYMENT NO. 6		385755	BA-416,STS-407	04407.1705.30		CONTRACTOR PAYMENTS	54TH ST RECONSTRUCTION
		<u>1,615,546.02</u>								
2188	10/29/2015		119620 POMP'S TIRE SERVICE INC.							
		521.50	TIRES	00005717	385342	210199628	1553.6583		TIRES & TUBES	EQUIPMENT OPERATION GEN
		<u>521.50</u>								
2189	10/29/2015		127773 PREMIER SPECIALTY VEHICLES INC.							
		394.88	AIRBAG, WHEEL COVER	00005698	385343	4168	1553.6585		ACCESSORIES	EQUIPMENT OPERATION GEN
		<u>394.88</u>								
2190	10/29/2015		106322 PROSOURCE SUPPLY							

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398433	10/29/2015		122599 BIOLAWN						Continued...	
		115.00	FALL APPLICATION		385486	94016	1643.6546		WEED SPRAY	GENERAL TURF CARE
		<u>115.00</u>								
398434	10/29/2015		125209 BISEK, KATIE							
		193.20	MILEAGE REIMBURSEMENT		385657	102215	1554.6107		MILEAGE OR ALLOWANCE	CENT SERV GEN - MIS
		<u>193.20</u>								
398435	10/29/2015		100653 BITUMINOUS ROADWAYS INC.							
		33,349.36	HOT MIX		385658	24865	1314.6518		BLACKTOP	STREET RENOVATION
		1,500.00	HOT MIX		385658	24865	5921.6518		BLACKTOP	SANITARY LIFT STATION MAINT
		2,000.00	HOT MIX		385658	24865	5923.6518		BLACKTOP	COLLECTION SYSTEMS
		3,000.00	HOT MIX		385658	24865	5911.6518		BLACKTOP	WELL PUMPS
		9,100.00	HOT MIX		385658	24865	5913.6518		BLACKTOP	DISTRIBUTION
		<u>2,000.00</u>	HOT MIX		385658	24865	5934.6518		BLACKTOP	STORM LIFT STATION MAINT
		50,949.36								
398436	10/29/2015		137480 BIXLER, JOHN							
		145.00	SCOTCH EVENT		385659	102215	5822.6122		ADVERTISING OTHER	50TH ST SELLING
		<u>145.00</u>								
398437	10/29/2015		122248 BLICK ART MATERIALS							
		311.16	ART SUPPLIES	00009444	385414	5081306	5110.6564		CRAFT SUPPLIES	ART CENTER ADMINISTRATION
		<u>311.16</u>								
398438	10/29/2015		104404 BLUE EARTH COUNTY							
		1,000.00	OUT OF COUNTY WARRANT		385660	102615	1000.2055		DUE TO OTHER GOVERNMENTS	GENERAL FUND BALANCE SHEET
		<u>1,000.00</u>								
398439	10/29/2015		131967 BOLLIG & SONS							
		2,500.00	REFUND DEMO ESCROW		385742	5232 OAKLAWN AVE	1495.4109		CONSTRUCTION DEPOSIT	INSPECTIONS
		2,500.00	REFUND DEMO ESCROW		385741	6028 OAKLAWN AVE	1495.4109		CONSTRUCTION DEPOSIT	INSPECTIONS
		<u>5,000.00</u>								
398440	10/29/2015		123414 BOOM, CHET							
		29.99	UNIFORM PURCHASE		385354	101915	5913.6201		LAUNDRY	DISTRIBUTION
		<u>29.99</u>								
398441	10/29/2015		105367 BOUND TREE MEDICAL LLC							

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398459	10/29/2015		103020 DALCO ROOFING & SHEET METAL						Continued...	
398460	10/29/2015		137481 DATAQOM							
		1,896.86	POINT OF SALE SOFTWARE		385666	SO METRO SAFETY	7410.6406		GENERAL SUPPLIES	PSTF ADMINISTRATION
		1,896.86								
398461	10/29/2015		129884 DEARBORN NATIONAL LIFE INSURANCE CO.							
		2,701.80	NOV 2015 PREMIUMS		385667	F018342-11/15	9900.2033.16		LTD - 99	PAYROLL CLEARING
		2,701.80								
398462	10/29/2015		100718 DELEGARD TOOL CO.							
		23.67	TESTER	00005784	385356	43642	1553.6556		TOOLS	EQUIPMENT OPERATION GEN
		98.47	SOCKET SETS	00005784	385446	44425	1553.6556		TOOLS	EQUIPMENT OPERATION GEN
		122.14								
398463	10/29/2015		122135 DENFELD, SCOTT							
		275.00	EMMY COST		385743	102315	1130.6406		GENERAL SUPPLIES	COMMUNICATIONS
		275.00								
398464	10/29/2015		118375 DEPAUL LETTERING							
		440.00	POLOS - CITIZENS ACADEMY		385668	11450	1400.6406		GENERAL SUPPLIES	POLICE DEPT. GENERAL
		440.00								
398465	10/29/2015		100726 DIESEL COMPONENTS INC.							
		33.67	RINGS	00005693	385324	10253	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		33.67								
398466	10/29/2015		121103 DIRECTV							
		65.23			385669	26918153266	7411.6406		GENERAL SUPPLIES	PSTF OCCUPANCY
		65.23								
398467	10/29/2015		132377 DIVISION 9 TILE INC.							
		9,386.00	TILING		385726	1	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		9,386.00								
398468	10/29/2015		131164 DONALD R FRANTZ CONCRETE CONSTRUCT LLC							
		3,088.31	CONCRETE		385727	5	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		3,088.31								
398469	10/29/2015		100730 DORSEY & WHITNEY LLP							
		257.00	TRADEMARK REGISTRATION		385325	3231853	1185.6103		PROFESSIONAL SERVICES	LICENSING, PERMITS & RECORDS

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398469	10/29/2015	257.00	100730 DORSEY & WHITNEY LLP						Continued...	
398470	10/29/2015	327.50	132810 ECM PUBLISHERS INC.							
		327.50	STREET SMARTS AD		385670	268001	2501.6103		PROFESSIONAL SERVICES	PACS IS
398471	10/29/2015	152.50	124503 EDEN PRAIRIE WINLECTRIC CO.							
		152.50	CONDUIT	00001826	385326	12406600	5912.6180		CONTRACTED REPAIRS	WELL HOUSES
398472	10/29/2015	612.50	105224 EDINA POLICE RESERVES							
		612.50	OFFICER HOURS FOR MOCA		385744	9/11/15 EVENT	1428.6010		SALARIES REGULAR EMPLOYEES	OFF DUTY EMPLOYMENT
398473	10/29/2015	262.50	100049 EHLERS & ASSOCIATES INC.							
		262.50	GRANDVIEW TIF REPORT		385420	68736	9234.6136		PROFESSIONAL SVC - OTHER	GRANDVIEW TIF DISTRICT
398474	10/29/2015	839.95	104733 EMERGENCY MEDICAL PRODUCTS INC.							
		186.10	AMBULANCE SUPPLIES	00003525	385493	1774253	1470.6510		FIRST AID SUPPLIES	FIRE DEPT. GENERAL
		1,026.05	AMBULANCE SUPPLIES	00003524	385494	1774637	1470.6510		FIRST AID SUPPLIES	FIRE DEPT. GENERAL
398475	10/29/2015	245.00	102497 EXPLORER POST 925							
		245.00	OFFICER HOURS FOR MOCA		385745	9/11/15 EVENT	1428.6010		SALARIES REGULAR EMPLOYEES	OFF DUTY EMPLOYMENT
398476	10/29/2015	43.42	100146 FACTORY MOTOR PARTS COMPANY							
		40.50	BEAMS WITH SPOILERS		385358	1-4812012	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		197.04	WIPER BLADES		385357	1-4815824	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		94.03	BATTERIES		385360	1-Z05725	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		36.44	REGULATOR		385359	69-196194	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		66.88	CREDIT		385495	69-197529	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		271.67	CREDIT		385496	69-197688	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
398477	10/29/2015	378.00	102485 FAHRENKRUG, ROGER							
		378.00	BRAEMAR GOLF ACADEMY		385746	102115	5401.4602		LESSONS	GOLF REVENUES

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398494	10/29/2015		100797 HAWKINS INC.						Continued...	
398495	10/29/2015		100012 HD SUPPLY WATERWORKS LTD							
		620.37	REPLACEMENT CAPS	00001891	385681	E600644	5913.6530		REPAIR PARTS	DISTRIBUTION
		12,139.21	WATER MAIN MATERIAL	00001893	385683	E633463	5913.6530		REPAIR PARTS	DISTRIBUTION
		552.80	REPAIR CLAMPS	00001892	385682	E634799	5913.6406		GENERAL SUPPLIES	DISTRIBUTION
		3,549.88	FIRE HYDRANT	00001890	385680	E638957	5913.6530		REPAIR PARTS	DISTRIBUTION
		9,570.30-	RETURN		385684	E640572	5913.6530		REPAIR PARTS	DISTRIBUTION
		7,291.96								
398496	10/29/2015		103838 HENNEPIN TECHNICAL COLLEGE							
		600.00	APPARATUS OPERATOR TRAINING		385498	00341781	1470.6104		CONFERENCES & SCHOOLS	FIRE DEPT. GENERAL
		600.00								
398497	10/29/2015		115377 HENRICKSEN PSG							
		150.00	LOANER CHAIRS		385685	574947	1551.6180		CONTRACTED REPAIRS	CITY HALL GENERAL
		150.00								
398498	10/29/2015		102483 HILTI INC.							
		15.75	ADHESIVE	00001896	385686	4606614758	5913.6406		GENERAL SUPPLIES	DISTRIBUTION
		15.75								
398499	10/29/2015		104375 HOHENSTEINS INC.							
		1,367.63			385531	790515	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		1,680.00			385532	790570	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		3,047.63								
398500	10/29/2015		100417 HORIZON COMMERCIAL POOL SUPPLY							
		740.16	CHLORINE, ACID, REAGENTS		385499	151005007	5720.6545		CHEMICALS	EDINBOROUGH OPERATIONS
		740.16								
398501	10/29/2015		131544 INDEED BREWING COMPANY							
		234.75			385533	33843	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		149.00			385584	33868	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		383.75								
398502	10/29/2015		119808 INTEGRA							
		27.74			385690	13375004	7411.6188		TELEPHONE	PSTF OCCUPANCY
		27.74								
398503	10/29/2015		100828 JERRY'S FOODS							

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398503	10/29/2015		100828 JERRY'S FOODS						Continued...	
		9.48			385501	093015	1400.6106		MEETING EXPENSE	POLICE DEPT. GENERAL
		63.32			385501	093015	1556.6106		MEETING EXPENSE	EMPLOYEE SHARED SERVICES
		<u>72.80</u>								
398504	10/29/2015		100741 JJ TAYLOR DIST. OF MINN							
		3,449.08			385534	2431211	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		54.29			385535	2431212	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		1,198.39			385588	2431213	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		7,059.20			385587	2431217	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		77.85			385585	2431218	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		453.60			385586	2431220	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		<u>12,292.41</u>								
398505	10/29/2015		103215 JOHN E. REID & ASSOCIATES INC.							
		11,830.00	COURSE FEES		385687	162141	7410.6218		EDUCATION PROGRAMS	PSTF ADMINISTRATION
		<u>11,830.00</u>								
398506	10/29/2015		100835 JOHNSON BROTHERS LIQUOR CO.							
		36.48			385441	5277553	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		214.29			385373	5281782	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		271.32			385437	5282840	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		207.88			385374	5282875	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		815.00			385607	5286664	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		1.16			385611	5286665	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		199.32			385594	5286666	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		868.36			385591	5286667	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		264.62			385593	5286668	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		518.56			385592	5286669	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		.38			385604	5286670	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		1.54			385608	5286671	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		763.76			385590	5286672	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		2,056.65			385589	5286673	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		1,368.56			385599	5286674	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		72.28			385598	5286675	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		35.41			385606	5286677	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		1,696.48			385597	5286678	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		1,605.04			385603	5286679	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		5,081.59			385605	5286680	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		2,705.61			385602	5286681	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		3,312.79			385596	5286682	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING

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398519	10/29/2015		129657 M.S. INDUSTRIES INC.						Continued...	
398520	10/29/2015		114593 MAAP							
		25.00	WINTER BUSINESS MEETING		385508	102115	1190.6104		CONFERENCES & SCHOOLS	ASSESSING
		25.00								
398521	10/29/2015		135856 MARS CARPET SALES							
		9,476.25	CARPETING		385730	1	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		7,847.48	FLOORING		385384	2	5550.1705		CONSTR. IN PROGRESS	SPORTS DOME BALANCE SHEET
		17,323.73								
398522	10/29/2015		133904 MEDIAWORKS							
		1,500.00	CUB FOODS AD		385509	83681	5710.6122		ADVERTISING OTHER	EDINBOROUGH ADMINISTRATION
		1,500.00								
398523	10/29/2015		101987 MENARDS							
		25.76	STORAGE DRAWERS	00002283	385510	80786	5720.6406		GENERAL SUPPLIES	EDINBOROUGH OPERATIONS
		25.76								
398524	10/29/2015		102507 METRO VOLLEYBALL OFFICIALS							
		228.00	OFFICIATING FEES		385511	4809	1621.6103		PROFESSIONAL SERVICES	ATHLETIC ACTIVITIES
		228.00								
398525	10/29/2015		102729 METROPOLITAN FORD OF EDEN PRAIRIE							
		113.58	BUCKLE	00005821	385361	495670	1553.6585		ACCESSORIES	EQUIPMENT OPERATION GEN
		113.58								
398526	10/29/2015		104650 MICRO CENTER							
		29.99	COUNCIL CHAMBERS UPGRADE		385425	5794701	421130.6710		EQUIPMENT REPLACEMENT	COMMUNICATION EQUIPMENT
		29.99								
398527	10/29/2015		104029 MIKE LARSON PLUMBING INC.							
		20.00	PERMIT ED142616 REFUND		385754	540 ARTHUR ST	1495.4115		MECHANICAL PERMITS	INSPECTIONS
		20.00								
398528	10/29/2015		137470 MILLER, BONNIE							
		121.00	CLASS REFUND		385426	11863	5101.4607		CLASS REGISTRATION	ART CENTER REVENUES
		121.00								
398529	10/29/2015		102007 MINNCOR INDUSTRIES							
		400.00	HAND SOAP	00001394	385693	SOI-041277	1552.6406		GENERAL SUPPLIES	CENT SVC PW BUILDING

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398529	10/29/2015	400.00	102007 MINNCOR INDUSTRIES						Continued...	
398530	10/29/2015	21.38	127062 MINNEHAHA BLDG. MAINT. INC.							
		16.09	WINDOW CLEANING		385336	928044842	5841.6180		CONTRACTED REPAIRS	YORK OCCUPANCY
		37.47	WINDOW CLEANING		385335	928044843	5861.6180		CONTRACTED REPAIRS	VERNON OCCUPANCY
398531	10/29/2015	24.92	102770 MINNESOTA CASTERS INC.							
		22.92	CASTERS	00005770	385694	15408	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		47.84	CASTERS	00005774	385695	15414	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
398532	10/29/2015	100.00	137469 MINNESOTA COUNTIES							
		100.00	CONFERENCE - RYAN BROWNING		385427	129	1554.6104		CONFERENCES & SCHOOLS	CENT SERV GEN - MIS
398533	10/29/2015	22.00	100905 MINNESOTA GOLF ASSOCIATION							
		22.00	GHIN		385696	45-0150-16-10/1 5	5401.4603		COMPUTERIZED HANDICAPS	GOLF REVENUES
398534	10/29/2015	1,048.00	112908 MINNESOTA ROADWAYS CO.							
		1,048.00	TACK OIL		385697	73224	1314.6519		ROAD OIL	STREET RENOVATION
398535	10/29/2015	26.85	100908 MINNESOTA WANNER CO.							
		217.06	HOSE, ELBOW	00005766	385461	0111975-IN	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		243.91	FLOJET MOTOR	00001859	385462	0111976-IN	1642.6180		CONTRACTED REPAIRS	FIELD MAINTENANCE
398536	10/29/2015	1,134.00	102776 MRPA							
		1,134.00	SOFTBALL TEAM REGISTRATIONS		385512	8721	1621.6406		GENERAL SUPPLIES	ATHLETIC ACTIVITIES
398537	10/29/2015	2,472.85	101696 MSP COMMUNICATIONS							
		2,472.85	MN GOLFER MAGAZINE AD		385698	2015-41327	5410.6122		ADVERTISING OTHER	GOLF ADMINISTRATION
398538	10/29/2015	14,414.35	132591 MUSKA ELECTIRC COMPANY							
			ELECTRICAL		385732	5	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF

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398538	10/29/2015	14,414.35	132591 MUSKA ELECTIRC COMPANY						Continued...	
398539	10/29/2015	400.73 400.73	133207 NATIONAL GOVERNMENT SERVICES INC. AMBULANCE OVERPAYMENT REFUND		385337	KATHRYN WEIS	1470.4329		AMBULANCE FEES	FIRE DEPT. GENERAL
398540	10/29/2015	744.80 744.80	136839 NATIONAL STEEL FABRICATORS INC. METAL FAB		385731	2	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
398541	10/29/2015	299.00 299.00	123954 NEIGHBORHOOD NETWORKS PUBLISHING ART CENTER ADVERTISING		385428	865427	5110.6122		ADVERTISING OTHER	ART CENTER ADMINISTRATION
398542	10/29/2015	22,365.14 22,365.14	134457 NEW LOOK CONTRACTING INC. EARTHWORK		385385	11	5500.1705		CONSTR. IN PROGRESS	ICE ARENA BALANCE SHEET
398543	10/29/2015	103.95 45.00 148.95	103106 NLSC PRODUCTS INC. REPAIR CAPS FOR LIGHTING SHORTING CAPS	00001874 00001926	385699 385463	91847 91895	1552.6406 1322.6406		GENERAL SUPPLIES GENERAL SUPPLIES	CENT SVC PW BUILDING STREET LIGHTING ORNAMENTAL
398544	10/29/2015	101,506.24 101,506.24	126728 NORTH COUNTRY CONCRETE INC. SITE CONCRETE		385386	1414800003	5550.1705		CONSTR. IN PROGRESS	SPORTS DOME BALANCE SHEET
398545	10/29/2015	4,337.85 4,337.85	137476 NORTHFIELD LINES INC./BENJAMIN BUS INC. VEHICLE RENTAL-VIGILANT GUARD	00003606	385565	74114	1470.6104		CONFERENCES & SCHOOLS	FIRE DEPT. GENERAL
398546	10/29/2015	70.00 70.00	117830 NORTHLAND BUSINESS SYSTEMS INC. HEADPHONES		385339	IN61910	1400.6406		GENERAL SUPPLIES	POLICE DEPT. GENERAL
398547	10/29/2015	154.53 154.53	123956 OAKS PROPERTIES LLC UTILITY OVERPAYMENT REFUND		385362	5128 LINCOLN CIR	5900.2015		CUSTOMER REFUND	UTILITY BALANCE SHEET

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398558	10/29/2015		100953 PHYSIO-CONTROL INC.						Continued...	
		700.00	EMS SUBSCRIPTION		385513	416040349	1470.6160		DATA PROCESSING	FIRE DEPT. GENERAL
		<u>700.00</u>								
398559	10/29/2015		125979 PRECISE MRM LLC							
		950.00	DATA PLAN		385705	IN200-1006407	1553.6237		RADIO SERVICE	EQUIPMENT OPERATION GEN
		<u>950.00</u>								
398560	10/29/2015		137052 QUALITY DRYWALL MIDWEST							
		1,387.00	GYPSUM BOARD		385733	2	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		<u>1,387.00</u>								
398561	10/29/2015		120221 RACHEL CONTRACTING INC.							
		1,040.00	HYDRANT DEPOSIT REFUND		385518	102015	5901.4626		SALE OF WATER	UTILITY REVENUES
		17,366.00	EARTHWORK		385734	14045.10	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		<u>18,406.00</u>								
398562	10/29/2015		105707 RAINBOW INC.							
		30,020.00	EDINA SPORTS DOME		385388	5,6	5550.1705		CONSTR. IN PROGRESS	SPORTS DOME BALANCE SHEET
		<u>30,020.00</u>								
398563	10/29/2015		102408 RIGID HITCH INCORPORATED							
		99.97	PINTLE HOOK & BALL	00005764	385344	1927693943	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		14.91	WIRING ADAPTERS	00005768	385364	1927695188	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		26.97	JACK	00005769	385365	1927695189	1553.6585		ACCESSORIES	EQUIPMENT OPERATION GEN
		101.94	PINTLE HOOK AND MOUNT	00005785	385363	1927695190	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		84.97-	CREDIT		385366	1927695223	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		47.94	JACKS	00005773	385464	1927695524	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		<u>206.76</u>								
398564	10/29/2015		125178 RJM CONSTRUCTION LLC							
		12,246.16	CONSTRUCTION ADMIN		385735	4520013706	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		<u>12,246.16</u>								
398565	10/29/2015		100985 RUFFRIDGE JOHNSON EQUIPMENT CO INC							
		471.91	NOZZLE PARTS		385707	IA02174	1301.6180		CONTRACTED REPAIRS	GENERAL MAINTENANCE
		500.00	NOZZLE PARTS		385707	IA02174	1553.6585		ACCESSORIES	EQUIPMENT OPERATION GEN
		<u>971.91</u>								
398566	10/29/2015		101963 S & S TREE SPECIALISTS							
		2,234.00	OAK WILT INSPECTION	00001921	385708	909444654	1644.6103		PROFESSIONAL SERVICES	TREES & MAINTENANCE

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398581	10/29/2015		130963 TCF NATIONAL BANK						Continued...	
		135.00	OVERPAYMENT-FALSE ALARM FEES		363071	REIMBURSE	1400.4332		FALSE ALARMS - POLICE	POLICE DEPT. GENERAL
		135.00								
398582	10/29/2015		120602 TEAGUE, CARY							
		345.58	MILEAGE REIMBURSEMENT		385521	102015	1140.6107		MILEAGE OR ALLOWANCE	PLANNING
		345.58								
398583	10/29/2015		137485 TEKTON CONSTRUCTION COMPANY							
		17,716.29	FINISH CARPENTRY		385738	001	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		11,095.62	FINISH CARPENTRY		385739	002	47090.6710		EQUIPMENT REPLACEMENT	PAMELA PK SHELTER & TURF
		28,811.91								
398584	10/29/2015		101035 THORPE DISTRIBUTING COMPANY							
		1,615.87			385555	926351	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		1,615.87								
398585	10/29/2015		137483 TITLE ONE INC.							
		70.86	REFUND ASSESSMENT OVERPAYMENT		385717	5708 HAWKES TERR	19130.1232		SP ASSESS RE DEFERRED	BA-407 COUNTRYSIDE F
		70.86								
398586	10/29/2015		128347 TKO WINES INC.							
		600.00			385556	2330	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		600.00								
398587	10/29/2015		135912 TLUSTOSCH, RYAN							
		387.14	AMBULANCE OVERPAYMENT REFUND		365447	021915	1470.4329		AMBULANCE FEES	FIRE DEPT. GENERAL
		387.14								
398588	10/29/2015		120595 T-MOBILE							
		33.87	477067848		385716	092715	1261.6188		TELEPHONE	CONSTRUCTION MANAGEMENT
		33.87								
398589	10/29/2015		119374 TNC INDUSTRIES INC.							
		468.00	PLYMOVENT REPAIR		385522	33562	1470.6180		CONTRACTED REPAIRS	FIRE DEPT. GENERAL
		468.00								
398590	10/29/2015		102212 UPBEAT INC							
		703.63	TRASH RECEPTACLE	00001708	385718	570097	1647.6530		REPAIR PARTS	PATHS & HARD SURFACE
		650.00	RECYCLE CAN	00001708	385719	570163	1647.6530		REPAIR PARTS	PATHS & HARD SURFACE

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398590	10/29/2015		102212 UPBEAT INC						Continued...	
		3,350.67	PICNIC TABLES	00001712	385720	570409	1647.6103		PROFESSIONAL SERVICES	PATHS & HARD SURFACE
		4,704.30								
398591	10/29/2015		101064 VESSCO INC.							
		766.00	TRANSDUCER	00001656	385721	64655	5914.6530		REPAIR PARTS	TANKS TOWERS & RESERVOIR
		766.00								
398592	10/29/2015		101066 VIKING ELECTRIC SUPPLY INC.							
		492.21	CONNECTORS		385477	9763278	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		328.14	CONNECTORS		385475	9763281	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		579.40	FUSE HOLDERS	00001843	385348	9773884	1322.6530		REPAIR PARTS	STREET LIGHTING ORNAMENTAL
		532.84	CONNECTORS		385479	9774888	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		193.76	TAPS FOR LOAD BANK	00005176	385470	9774891	5911.6185		LIGHT & POWER	WELL PUMPS
		484.40	TAPS FOR LOAD BANK	00005176	385472	9780581	5911.6185		LIGHT & POWER	WELL PUMPS
		48.44	TAPS FOR LOAD BANK	00005176	385471	9780586	5911.6185		LIGHT & POWER	WELL PUMPS
		65.80	WIRE, UTILITY KNIFE	00001922	385473	9800153	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		496.29	TUSS - FRANCE LED	00001922	385474	9800189	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		532.84	RETURN		385480	CM598023	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		328.14	RETURN		385476	CM598027	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		492.21	RETURN		385478	CM598028	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
		1,868.09								
398593	10/29/2015		104820 VOELKER, JAMES							
		41.99	UNIFORM PURCHASE		385722	102115	1553.6201		LAUNDRY	EQUIPMENT OPERATION GEN
		41.99								
398594	10/29/2015		134219 WALSH, SHELBY							
		217.54	CONFERENCE EXPENSES		385523	MN GIS/LIS	1263.6104		CONFERENCES & SCHOOLS	ENVIRONMENT
		217.54								
398595	10/29/2015		123616 WATER CONSERVATION SERVICES INC.							
		921.88			385723	6317	5913.6103		PROFESSIONAL SERVICES	DISTRIBUTION
		921.88								
398596	10/29/2015		137134 WEIERS, STEVE							
		80.55	TRAINING EXPENSES		385370	PHASE 2	1281.6104		CONFERENCES & SCHOOLS	TRAINING
		157.55	TRAINING EXPENSES		385370	PHASE 2	1281.6107		MILEAGE OR ALLOWANCE	TRAINING
		238.10								
398597	10/29/2015		101312 WINE MERCHANTS							

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398601	10/29/2015		101726 XCEL ENERGY						Continued...	
398602	10/29/2015		101091 ZIEGLER INC							
		1,327.40	MACHINE REPAIRS		385352	SW140147522	1553.6180		CONTRACTED REPAIRS	EQUIPMENT OPERATION GEN
		1,327.40								
		<u>3,050,016.52</u>	Grand Total							

Payment Instrument Totals

Checks	1,382,675.50
A/P ACH Payment	<u>1,667,341.02</u>
Total Payments	3,050,016.52

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<u>Company</u>	<u>Amount</u>
01000 GENERAL FUND	226,091.68
02500 PEDESTRIAN AND CYCLIST SAFETY	33,443.54-
04000 WORKING CAPITAL FUND	1,208,025.39
04100 PIR CONSTRUCTION FUND	4,184.36
04200 EQUIPMENT REPLACEMENT FUND	29.99
05100 ART CENTER FUND	1,526.94
05200 GOLF DOME FUND	61.55
05300 AQUATIC CENTER FUND	127.03
05400 GOLF COURSE FUND	8,112.12
05500 ICE ARENA FUND	36,077.35
05550 SPORTS DOME FUND	321,830.46
05700 EDINBOROUGH PARK FUND	5,779.44
05750 CENTENNIAL LAKES PARK FUND	2,963.54
05800 LIQUOR FUND	158,093.28
05900 UTILITY FUND	575,890.24
05930 STORM SEWER FUND	497,250.36
07400 PSTF AGENCY FUND	34,452.03
09234 GRANDVIEW TIF DISTRICT	262.50
09900 PAYROLL FUND	2,701.80
Report Totals	<u><u>3,050,016.52</u></u>

We confirm to the best of our knowledge and belief, that these claims comply in all material respects with the requirements of the City of Edina purchasing policies and procedures date 10/29/15

Eric C. [Signature]
Finance Director

[Signature]
City Manager

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2199	11/5/2015		118261 2ND WIND EXERCISE INC.							
		2,278.50	WORKOUT ROOM FLOORING		385881	022025753	2330.6406		GENERAL SUPPLIES	DRUG FORFEITURE
		149.00	PD WORKOUT EQUIPMENT		385915	022025784	2330.6406		GENERAL SUPPLIES	DRUG FORFEITURE
		27,893.86	PD WORKOUT EQUIPMENT		385916	022025785	2330.6406		GENERAL SUPPLIES	DRUG FORFEITURE
		30,321.36								
2200	11/5/2015		102971 ACE ICE COMPANY							
		72.00			386161	1946258	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		77.60			386118	1946262	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		52.00			386119	1946263	5822.5515		COST OF GOODS SOLD MIX	50TH ST SELLING
		201.60								
2201	11/5/2015		103680 ARAMARK REFRESHMENT SRVCS							
		162.63	COFFEE		385770	9284886	7411.6406		GENERAL SUPPLIES	PSTF OCCUPANCY
		162.63								
2202	11/5/2015		100643 BARR ENGINEERING CO.							
		1,249.00	PROMENADE - PHASE 4		386028	23271309.02-8	9232.6103		PROFESSIONAL SERVICES	CENTENNIAL TIF DISTRICT
		1,249.00								
2203	11/5/2015		101355 BELLBOY CORPORATION							
		70.30			385830	50663100	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		90.10			385831	50663300	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		1,151.30			386122	50766100	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		487.75			386123	50766200	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		957.75			386163	50766400	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		1,020.90			385971	50766500	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		303.83			385833	92901600	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		211.19			385832	92901800	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		182.73			386124	92935700	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		4,475.85								
2204	11/5/2015		100648 BERTELSON OFFICE PRODUCTS							
		21.00	PENS		386030	OE-408096-1	1261.6406		GENERAL SUPPLIES	CONSTRUCTION MANAGEMENT
		14.65	OFFICE SUPPLIES		385949	OE-408332-1	1600.6406		GENERAL SUPPLIES	PARK ADMIN. GENERAL
		77.68	LABELS, PENS, PENCILS		386031	OE-408376-1	1261.6406		GENERAL SUPPLIES	CONSTRUCTION MANAGEMENT
		44.30	OFFICE SUPPLIES	00003012	385773	WO-152890-1	1400.6513		OFFICE SUPPLIES	POLICE DEPT. GENERAL
		3.99	OFFICE SUPPLIES		385948	WO-153533-1	1600.6406		GENERAL SUPPLIES	PARK ADMIN. GENERAL
		161.62								
2205	11/5/2015		132444 BOLTON & MENK INC.							

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2205	11/5/2015		132444 BOLTON & MENK INC.						Continued...	
		7,350.00	SANITARY SEWER REHAB		386033	0183434	03493.1705.21		CONSULTING INSPECTION	Presidents Neighborhood
		<u>7,350.00</u>								
2206	11/5/2015		100664 BRAUN INTERTEC							
		4,894.94	MATERIALS TESTING		386035	B042207	01416.1705.21		CONSULTING INSPECTION	54TH ST BRIDGE&STREET REPAIR
		4,920.50	MATERIALS TESTING		386034	B042208	01377.1705.21		CONSULTING INSPECTION	BA-377 VALLEY VIEW RD
		<u>9,815.44</u>								
2207	11/5/2015		102372 CDW GOVERNMENT INC.							
		40.83	IPAD ACCESSORY	00004371	385885	XZ90761	1644.6103		PROFESSIONAL SERVICES	TREES & MAINTENANCE
		44.14	SURFACE PRO CASE	00004371	385885	XZ90761	1400.6215		EQUIPMENT MAINTENANCE	POLICE DEPT. GENERAL
		48.73	SURFACE PRO CASE		385886	ZL43322	1400.6215		EQUIPMENT MAINTENANCE	POLICE DEPT. GENERAL
		48.71	SURFACE PRO CASE	00004380	385887	ZS69131	1100.6406		GENERAL SUPPLIES	CITY COUNCIL
		<u>182.41</u>								
2208	11/5/2015		130477 CLEAR RIVER BEVERAGE CO							
		811.23			386126	221020	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		<u>811.23</u>								
2209	11/5/2015		102478 DAY DISTRIBUTING CO.							
		1,109.95			385837	825252	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		295.25			385928	826316	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		3,567.60			385976	826317	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		70.70			385977	826318	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		1,718.07			385929	826319	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		<u>6,761.57</u>								
2210	11/5/2015		134730 EXPLORE EDINA							
		41,416.50	SEPT 2015 LODGING TAX		385794	SEPT2015	1001.4030		LODGING TAX	GENERAL FUND REVENUES
		<u>41,416.50</u>								
2211	11/5/2015		100768 GARTNER REFRIGERATION & MFG INC							
		315.00	COMPRESSOR REPAIR		386201	49278	5521.6180		CONTRACTED REPAIRS	ARENA ICE MAINT
		<u>315.00</u>								
2212	11/5/2015		100814 INDELCO PLASTICS CORP.							
		63.10	DRAIN REPAIR PARTS	00001867	385799	950927	5915.6530		REPAIR PARTS	WATER TREATMENT
		<u>63.10</u>								
2213	11/5/2015		100858 LOGIS							

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2213	11/5/2015		100858 LOGIS						Continued...	
		1,601.25	IT CONSULTING		385900	40855	1554.6103		PROFESSIONAL SERVICES	CENT SERV GEN - MIS
		656.25	WIFI @ CLP		385900	40855	4413.6103		PROFESSIONAL SERVICES	CITY WIFI PROJECT
		236.25	COUNCIL PROJECT		385900	40855	421130.6710		EQUIPMENT REPLACEMENT	COMMUNICATION EQUIPMENT
		<u>2,493.75</u>								
2214	11/5/2015		112577 M. AMUNDSON LLP							
		2,048.32			385841	205361	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		<u>2,048.32</u>								
2215	11/5/2015		103944 MED COMPASS							
		78.75	HEARING TESTS		385960	28087	1260.6103		PROFESSIONAL SERVICES	ENGINEERING GENERAL
		695.63	HEARING TESTS		385960	28087	1301.6103		PROFESSIONAL SERVICES	GENERAL MAINTENANCE
		65.62	HEARING TESTS		385960	28087	5410.6103		PROFESSIONAL SERVICES	GOLF ADMINISTRATION
		52.50	HEARING TESTS		385960	28087	5710.6103		PROFESSIONAL SERVICES	EDINBOROUGH ADMINISTRATION
		157.50	HEARING TESTS		385960	28087	5910.6103		PROFESSIONAL SERVICES	GENERAL (BILLING)
		<u>1,050.00</u>								
2216	11/5/2015		101483 MENARDS							
		49.39	PD WORKOUT ROOM PARTS	00001945	385901	98397	2330.6406		GENERAL SUPPLIES	DRUG FORFEITURE
		97.98	LUMBER, HINGES	00001960	385804	98411	5912.6406		GENERAL SUPPLIES	WELL HOUSES
		15.20	LUMBER FOR FENCE REPAIR	00001960	385803	98414	5912.6406		GENERAL SUPPLIES	WELL HOUSES
		81.82	LUMBER	00001963	385805	98508	5912.6406		GENERAL SUPPLIES	WELL HOUSES
		46.45	RETURN		385806	98520	5912.6406		GENERAL SUPPLIES	WELL HOUSES
		31.67	SPRAY TIP, SHOP TOWELS	00001967	385807	98542	5921.6406		GENERAL SUPPLIES	SANITARY LIFT STATION MAINT
		229.93	SPOTLIGHTS, DIGITAL BOX LEVEL		386049	98840	1261.6406		GENERAL SUPPLIES	CONSTRUCTION MANAGEMENT
		<u>459.54</u>								
2217	11/5/2015		101161 MIDWEST CHEMICAL SUPPLY							
		468.10	STATION SUPPLIES	00003685	386080	36908	1470.6406		GENERAL SUPPLIES	FIRE DEPT. GENERAL
		<u>468.10</u>								
2218	11/5/2015		105066 NATURAL REFLECTIONS LLC							
		900.00	INSTALL ICE VENT		386052	2182	5937.6103		PROFESSIONAL SERVICES	INDIANHEAD LK VEGETATION CONTR
		715.00	INSTALL ICE VENT		386051	2183	5936.6103		PROFESSIONAL SERVICES	ARROWHEAD LK VEGETATION CONTR
		<u>1,615.00</u>								
2219	11/5/2015		121497 NORTHWEST ASPHALT INC.							
		42,336.65	PARTIAL PAYMENT NO. 5		386053	BA-377 ENG 15-1	07133.1705.30		CONTRACTOR PAYMENTS	S133 Valley View Rd
		188,747.69	PARTIAL PAYMENT NO. 5		386053	BA-377 ENG 15-1	01377.1705.30		CONTRACTOR PAYMENTS	BA-377 VALLEY VIEW RD
		1,339.56	PARTIAL PAYMENT NO. 5		386053	BA-377 ENG 15-1	05557.1705.30		CONTRACTOR PAYMENTS	Valley View Rd

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2219	11/5/2015		121497 NORTHWEST ASPHALT INC.						Continued...	
		23,190.46	PARTIAL PAYMENT NO. 5		386053	BA-377 ENG 15-1	04415.1705.30		CONTRACTOR PAYMENTS	Valley View Rd
		<u>255,614.36</u>								
2220	11/5/2015		130141 OENO DISTRIBUTION LLC							
		260.25			386177	4049	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		<u>260.25</u>								
2221	11/5/2015		100977 RICHFIELD PLUMBING COMPANY							
		314.20	TOILET REPAIRS		386215	66890	5511.6180		CONTRACTED REPAIRS	ARENA BLDG/GROUNDS
		<u>314.20</u>								
2222	11/5/2015		101000 RJM PRINTING INC.							
		58.50	BUSINESS CARDS		385963	88198	1550.6406		GENERAL SUPPLIES	CENTRAL SERVICES GENERAL
		<u>58.50</u>								
2223	11/5/2015		104672 SPRINT							
		16.59			385917	873184124-155	1552.6188		TELEPHONE	CENT SVC PW BUILDING
		33.18			385917	873184124-155	1553.6188		TELEPHONE	EQUIPMENT OPERATION GEN
		44.11			385917	873184124-155	1322.6188		TELEPHONE	STREET LIGHTING ORNAMENTAL
		49.09			385917	873184124-155	1140.6188		TELEPHONE	PLANNING
		99.54			385917	873184124-155	1400.6188		TELEPHONE	POLICE DEPT. GENERAL
		119.97			385917	873184124-155	1400.6160		DATA PROCESSING	POLICE DEPT. GENERAL
		199.18			385917	873184124-155	1301.6188		TELEPHONE	GENERAL MAINTENANCE
		239.14			385917	873184124-155	1640.6188		TELEPHONE	PARK MAINTENANCE GENERAL
		16.59			385917	873184124-155	5511.6188		TELEPHONE	ARENA BLDG/GROUNDS
		270.13			385917	873184124-155	5910.6188		TELEPHONE	GENERAL (BILLING)
		16.59			385917	873184124-155	7411.6188		TELEPHONE	PSTF OCCUPANCY
		<u>1,104.11</u>								
2224	11/5/2015		101004 SPS COMPANIES							
		167.62	PLUMBING PARTS	00001738	385968	S3145573.002	1646.6530		REPAIR PARTS	BUILDING MAINTENANCE
		336.49	SHOWER PARTS	00002282	386112	S3157008.001	5720.6406		GENERAL SUPPLIES	EDINBOROUGH OPERATIONS
		68.56	DRAIN PARTS	00001885	386061	S3160044.001	5915.6406		GENERAL SUPPLIES	WATER TREATMENT
		78.15	DRAIN PARTS	00001885	386062	S3160044.002	5915.6406		GENERAL SUPPLIES	WATER TREATMENT
		<u>650.82</u>								
2225	11/5/2015		119454 VINOCOPIA							
		78.63			386016	0135900-IN	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		132.00			386015	0135901-IN	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		319.00			386156	0136521-IN	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING

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398608	11/5/2015		100632 AQUA ENGINEERING						Continued...	
398609	11/5/2015		132031 ARTISAN BEER COMPANY							
		2,262.00			385827	3062330	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		1,740.00			385828	3062411	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		1,044.00			385924	3062412	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		71.25			386121	3063440	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		445.00			386162	3063441	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		1,535.50			386120	3063442	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		<u>7,097.75</u>								
398610	11/5/2015		123479 BAKER, ZACHERY							
		442.98	MILEAGE REIMBURSEMENT		385882	102715	1600.6107		MILEAGE OR ALLOWANCE	PARK ADMIN. GENERAL
		<u>442.98</u>								
398611	11/5/2015		134025 BAUER BUILT TIRE							
		1,065.44	TIRES		386029	180176026	1553.6583		TIRES & TUBES	EQUIPMENT OPERATION GEN
		<u>1,065.44</u>								
398612	11/5/2015		136267 BAUHAUS BREW LABS LLC							
		283.00			385829	4039	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		570.00			385925	4084	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		<u>853.00</u>								
398613	11/5/2015		126996 BCA - CJTE							
		240.00	TRAINING - ANTHONY MARTIN		385947	17072-092315SMM	1400.6104		CONFERENCES & SCHOOLS	POLICE DEPT. GENERAL
						M				
		240.00	TRAINING - NATE MENDEL		385946	28538-092315SMM	1400.6104		CONFERENCES & SCHOOLS	POLICE DEPT. GENERAL
						M				
		240.00	TRAINING - LYNN OLSON		385883	29828-092315SMM	1400.6104		CONFERENCES & SCHOOLS	POLICE DEPT. GENERAL
						M				
		<u>720.00</u>								
398614	11/5/2015		131191 BERNATELLO'S PIZZA INC.							
		360.00	PIZZA		385771	D2813765	5520.5510		COST OF GOODS SOLD	ARENA CONCESSIONS
		<u>360.00</u>								
398615	11/5/2015		125139 BERNICK'S							
		171.60			385772	254449	5520.5510		COST OF GOODS SOLD	ARENA CONCESSIONS
		118.50			385834	255292	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		20.00			385972	256014	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING

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398624	11/5/2015		129186 CANVAS CRAFT INC.						Continued...	
		815.00	LOAD BANK COVER		385777	31803	5911.6185		LIGHT & POWER	WELL PUMPS
		<u>815.00</u>								
398625	11/5/2015		119455 CAPITOL BEVERAGE SALES							
		39.00			385836	00011044	5822.5515		COST OF GOODS SOLD MIX	50TH ST SELLING
		54.40			385926	00011054	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		<u>3,422.25</u>			385927	728215	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		3,515.65								
398626	11/5/2015		103268 CARLSON, DAVID							
		216.66	UNIFORM PURCHASE		385884	102715	1400.6203		UNIFORM ALLOWANCE	POLICE DEPT. GENERAL
		<u>216.66</u>								
398627	11/5/2015		112561 CENTERPOINT ENERGY							
		34.87	10089900-4		385783	10089900-10/15	1646.6186		HEAT	BUILDING MAINTENANCE
		90.11	10437426-9		385779	10437426-10/15	5553.6186		HEAT	SPORTS DOME BLDG&GROUNDS
		791.63	5546504-1		385781	5546504-10/15	1470.6186		HEAT	FIRE DEPT. GENERAL
		118.94	5563827-4		385780	5563827-10/15	5210.6186		HEAT	GOLF DOME PROGRAM
		418.63	5584304-9		386226	5584304-10/15	7411.6186		HEAT	PSTF OCCUPANCY
		18.75	5584310-6		386227	5584310-10/15	7413.6186		HEAT	PSTF FIRE TOWER
		40.41	5590919-6		386228	5590919-10/15	7413.6582		FUEL OIL	PSTF FIRE TOWER
		<u>2,004.56</u>	5591458-4		385782	5591458-10/15	1551.6186		HEAT	CITY HALL GENERAL
		22.39	5596524-8		386069	5596524-10/15	1646.6186		HEAT	BUILDING MAINTENANCE
		266.86	8034001-1		386196	8034001-10/15	1552.6186		HEAT	CENT SVC PW BUILDING
		28.64	9546705-6		386036	9546705-10/15	5913.6186		HEAT	DISTRIBUTION
		<u>726.75</u>	9724639-1		385778	9724639-10/15	5511.6186		HEAT	ARENA BLDG/GROUNDS
		4,562.54								
398628	11/5/2015		123898 CENTURLINK							
		126.07	952 831-0024		386070	0024-10/15	1552.6188		TELEPHONE	CENT SVC PW BUILDING
		54.48	952 920-1565		386071	1565-10/15	1646.6188		TELEPHONE	BUILDING MAINTENANCE
		58.77	952 920-1586		386073	1586-10/15	1554.6188		TELEPHONE	CENT SERV GEN - MIS
		75.44	952 922-2444		386072	2444-10/15	1554.6188		TELEPHONE	CENT SERV GEN - MIS
		<u>133.95</u>	952 920-9996		386197	9996-10/15	2310.6188		TELEPHONE	E911
		448.71								
398629	11/5/2015		122317 CITY OF EDINA - COMMUNICATIONS							
		266.66	ABOUT TOWN AD		385951	COM-0660	5862.6122		ADVERTISING OTHER	VERNON SELLING
		266.67	ABOUT TOWN AD		385951	COM-0660	5822.6122		ADVERTISING OTHER	50TH ST SELLING
		266.67	ABOUT TOWN AD		385951	COM-0660	5842.6122		ADVERTISING OTHER	YORK SELLING

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398629	11/5/2015	800.00	122317 CITY OF EDINA - COMMUNICATIONS						Continued...	
398630	11/5/2015	328.20	100692 COCA-COLA REFRESHMENTS		385975	0198155911	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		328.20								
398631	11/5/2015	54.00	137068 COLEBECK, LOYOLA		385888	102315	5110.6103		PROFESSIONAL SERVICES	ART CENTER ADMINISTRATION
		60.00	MODEL		386198	103015	5110.6103		PROFESSIONAL SERVICES	ART CENTER ADMINISTRATION
		114.00								
398632	11/5/2015	131.05	120433 COMCAST		386074	1774499/15	5410.6103		PROFESSIONAL SERVICES	GOLF ADMINISTRATION
		6.76	8772 10 614 0373022		385784	373022-10/15	1400.6103		PROFESSIONAL SERVICES	POLICE DEPT. GENERAL
		142.75	8772 10 614 0540372		386199	540372-10/15	5552.6188		TELEPHONE	SPORTS DOME ADMINISTRATION
		280.56								
398633	11/5/2015	352.00	101329 CONSTRUCTION MATERIALS INC.		386037	0135055-IN	5932.6520		CONCRETE	GENERAL STORM SEWER
		352.00	CONCRETE MIX	00001968						
398634	11/5/2015	1,129.92	100695 CONTINENTAL CLAY CO.		385785	INV000102593	5110.6564		CRAFT SUPPLIES	ART CENTER ADMINISTRATION
		45.75	CLAY, CERAMIC SUPPLIES	00009438	385787	INV000103253	5110.6564		CRAFT SUPPLIES	ART CENTER ADMINISTRATION
		27.00	CERAMIC SUPPLIES	00009375	385789	INV000103474	5110.6564		CRAFT SUPPLIES	ART CENTER ADMINISTRATION
		18.82	CERAMIC SUPPLIES	00009442	385786	R200403819	5110.6564		CRAFT SUPPLIES	ART CENTER ADMINISTRATION
		210.11	CERAMIC SUPPLIES	00009445	385788	R200404042	5110.6564		CRAFT SUPPLIES	ART CENTER ADMINISTRATION
		1,431.60								
398635	11/5/2015	308.66	137504 COWLES, MARGUERITE		386038	6644 PARKWOOD	5900.2015		CUSTOMER REFUND	UTILITY BALANCE SHEET
		308.66	UTILITY OVERPAYMENT REFUND							
398636	11/5/2015	1,545.83	121267 CREATIVE RESOURCES		386088	42309	5720.5510		COST OF GOODS SOLD	EDINBOROUGH OPERATIONS
		1,545.83								
398637	11/5/2015	68.00	133672 CROIX OIL COMPANY		385790	435868	1553.6238		CAR WASH	EQUIPMENT OPERATION GEN
		68.00	SEPT 2015 WASHES							

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398637	11/5/2015		133672 CROIX OIL COMPANY						Continued...	
398638	11/5/2015		103833 CROW-HASSAN NURSERY L.L.C.							
		3,225.00	TREES FOR PAMELA PARK	00001952	385791	3149	1644.6541		PLANTINGS & TREES	TREES & MAINTENANCE
		3,225.00								
398639	11/5/2015		102596 CROWN TROPHY							
		170.40	PLATE ENGRAVING		385792	11283	5110.6513		OFFICE SUPPLIES	ART CENTER ADMINISTRATION
		170.40								
398640	11/5/2015		100706 D.C. ANNIS SEWER INC.							
		760.00	ANNUAL SERVICE		386075	108579	1470.6215		EQUIPMENT MAINTENANCE	FIRE DEPT. GENERAL
		760.00								
398641	11/5/2015		137490 DESIGNER SPACES INC.							
		2,500.00	REFUND DEMO ESCROW		385889	5613 GATE PARK RD	1495.4109		CONSTRUCTION DEPOSIT	INSPECTIONS
		2,202.98	REFUND NEW HOME ESCROW		385890	5613 GATE PARK RD	1495.4109		CONSTRUCTION DEPOSIT	INSPECTIONS
		4,702.98								
398642	11/5/2015		123995 DICK'S/LAKEVILLE SANITATION INC.							
		5,800.59	REFUSE		386230	DT0001257787	4095.6103		PROFESSIONAL SERVICES	50TH STREET RUBBISH
		1,421.20	REFUSE		386229	DT0001257788	4095.6103		PROFESSIONAL SERVICES	50TH STREET RUBBISH
		7,221.79								
398643	11/5/2015		102454 DRISTE, BRIAN							
		274.91	UNIFORM PURCHASE		386039	102815	1646.6201		LAUNDRY	BUILDING MAINTENANCE
		274.91								
398644	11/5/2015		105224 EDINA POLICE RESERVES							
		840.00	OPEN STREETS EVENT		386231	110215	1428.6010		SALARIES REGULAR EMPLOYEES	OFF DUTY EMPLOYMENT
		840.00								
398645	11/5/2015		105906 EGAN COMPANY							
		61,642.77	FINAL PAYMENT NO. 4		386040	L-61-FINAL	08061.1705.30		CONTRACTOR PAYMENTS	FRANCE AVE LIGHTING&CONDUIT
		61,642.77								
398646	11/5/2015		100549 ELECTRIC PUMP INC.							
		411.45	PUMP REPAIR PARTS	00001884	386090	0056490-IN	5921.6530		REPAIR PARTS	SANITARY LIFT STATION MAINT
		872.00	REPLACEMENT IMPELLER	00001950	386089	0056500-IN	5921.6530		REPAIR PARTS	SANITARY LIFT STATION MAINT

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398646	11/5/2015		100549 ELECTRIC PUMP INC.						Continued...	
		2,164.00	PUMP REPAIR PARTS	00001884	386091	0056514-IN	5921.6530		REPAIR PARTS	SANITARY LIFT STATION MAINT
		3,447.45								
398647	11/5/2015		122792 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC.							
		3,180.11	DWI CAR BUILDUP		385891	RS4286	2340.6406		GENERAL SUPPLIES	DWI FORFEITURE
		385.00	VEHICLE MAINTENANCE		385793	RS4287	1400.6215		EQUIPMENT MAINTENANCE	POLICE DEPT. GENERAL
		3,565.11								
398648	11/5/2015		136689 ENKI BREWING COMPANY INC.							
		147.60			386164	4707	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		147.60								
398649	11/5/2015		102497 EXPLORER POST 925							
		420.00	OPEN STREETS EVENT		386232	110215	1428.6010		SALARIES REGULAR EMPLOYEES	OFF DUTY EMPLOYMENT
		420.00								
398650	11/5/2015		100146 FACTORY MOTOR PARTS COMPANY							
		670.14	BATTERIES		385795	1-4820006	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		379.33-	CREDIT		385796	69-197699	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		49.82	FILTERS		385952	69-199185	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		83.53	BELT, KIT, SPARK PLUGS		386041	69-199395	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		20.16	TRANSFER CASE FLUID		386042	69-199413	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		444.32								
398651	11/5/2015		106035 FASTENAL COMPANY							
		13.04	FASTENERS	00005700	385797	MNTC2133288	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		13.04								
398652	11/5/2015		126004 FERGUSON WATERWORKS							
		4,887.22	HYDRANT REPAIR PARTS	00001902	386092	0165603	5913.6530		REPAIR PARTS	DISTRIBUTION
		236.81	HYDRANT REPAIR PARTS	00001904	386094	0170714	5913.6530		REPAIR PARTS	DISTRIBUTION
		731.76	METER, MOUNTING KIT	00001903	386093	0171083	5917.6406		GENERAL SUPPLIES	METER REPAIR
		5,855.79								
398653	11/5/2015		135932 FLYNN, LAUREN							
		60.00	MODEL		386200	103015	5110.6103		PROFESSIONAL SERVICES	ART CENTER ADMINISTRATION
		60.00								
398654	11/5/2015		100775 GENERAL SPORTS CORPORATION							
		24.60	SKATE SHARPENING		386202	89867	5510.6103		PROFESSIONAL SERVICES	ARENA ADMINISTRATION

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398654	11/5/2015	24.60	100775 GENERAL SPORTS CORPORATION						Continued...	
398655	11/5/2015	527.34	125935 GOLF SCORECARDS INC.							
		527.34	SCORECARDS		386203	40868	5410.6575		PRINTING	GOLF ADMINISTRATION
398656	11/5/2015	939.84	101103 GRAINGER							
		265.16	FILTERS	00001949	386095	9871598521	5915.6530		REPAIR PARTS	WATER TREATMENT
		1,205.00	KNEE PADS, GLOVES	00001944	386043	9871828811	1322.6406		GENERAL SUPPLIES	STREET LIGHTING ORNAMENTAL
398657	11/5/2015	282.75	102217 GRAPE BEGINNINGS INC							
		110.25			385838	188251	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		393.00			385978	188517	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
398658	11/5/2015	2,500.00	132968 GREAT NEIGHBORHOOD HOMES INC.							
		2,500.00	REFUND DEMO ESCROW		386117	5241 MINNEHAHA	1495.4109		CONSTRUCTION DEPOSIT	INSPECTIONS
		2,500.00	REFUND DEMO ESCROW		386115	5300 OAKLAWN	1495.4109		CONSTRUCTION DEPOSIT	INSPECTIONS
		2,500.00	REFUND NEW HOME ESCROW		386116	5300 OAKLAWN	1495.4109		CONSTRUCTION DEPOSIT	INSPECTIONS
		7,500.00				AVE				
398659	11/5/2015	144.95	121256 GREAT RIVERS PRINTING							
		144.95	BALLOONS		386234	45477	1556.6406		GENERAL SUPPLIES	EMPLOYEE SHARED SERVICES
398660	11/5/2015	1,750.00	135335 GREENSCAPE COMPANIES INC.							
		1,750.00	HYDRANT DEPOSIT REFUND		386096	CITY PROJECT	5901.4626		SALE OF WATER	UTILITY REVENUES
398661	11/5/2015	78.72	100918 GRIMSBY, NANCY							
		78.72	UTILITY OVERPAYMENT REFUND		385953	5932 WOODDALE	5900.2015		CUSTOMER REFUND	UTILITY BALANCE SHEET
398662	11/5/2015	100.00	137495 GRUMAN, BARBARA							
		100.00	AMBULANCE OVERPAYMENT REFUND		385892	102715	1470.4329		AMBULANCE FEES	FIRE DEPT. GENERAL

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398663	11/5/2015		130116 HARRIS CONTRACTING COMPANY						Continued...	
		8,982.00	CENTRALIZED AIR	00001620	385798	82358	450005.6710		EQUIPMENT REPLACEMENT	CENTRALIZED HVAC CONTROLS
		<u>8,982.00</u>								
398664	11/5/2015		100797 HAWKINS INC.							
		3,148.85	CHEMICALS	00005285	386097	3791119	5915.6586		WATER TREATMENT SUPPLIES	WATER TREATMENT
		<u>3,148.85</u>								
398665	11/5/2015		126917 HAYES, SUSAN							
		61.75	ART WORK SOLD		385893	102315	5101.4413		ART WORK SOLD	ART CENTER REVENUES
		<u>61.75</u>								
398666	11/5/2015		100012 HD SUPPLY WATERWORKS LTD							
		7,099.76	FIRE HYDRANTS	00001907	386098	E639996	5913.6406		GENERAL SUPPLIES	DISTRIBUTION
		291.78	HYDRANT REPLACEMENT ITEMS	00001905	386099	E664475	5913.6406		GENERAL SUPPLIES	DISTRIBUTION
		223.59	GV RISER PARTS	00001906	386100	E688716	5913.6406		GENERAL SUPPLIES	DISTRIBUTION
		<u>7,615.13</u>								
398667	11/5/2015		103753 HILLYARD INC - MINNEAPOLIS							
		349.61	BUFFER PADS, CLEANERS	00002285	386102	601822990	5720.6511		CLEANING SUPPLIES	EDINBOROUGH OPERATIONS
		87.65	VACUUM PARTS	00002287	386101	700206717	5720.6511		CLEANING SUPPLIES	EDINBOROUGH OPERATIONS
		<u>437.26</u>								
398668	11/5/2015		104375 HOHENSTEINS INC.							
		833.00			385839	790366	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		210.00			385930	791488	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		1,518.50			386165	791603	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		1,124.50			385979	791631	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		1,130.92			385980	792026	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		134.00			386166	792406	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		<u>4,950.92</u>								
398669	11/5/2015		105461 HOLL, SHELLEY							
		200.00	AWARD		385894	102315	2610.6103		PROFESSIONAL SERVICES	PUBLIC ART
		<u>200.00</u>								
398670	11/5/2015		137494 HOLLAND, MICHAEL E.							
		149.54	AMBULANCE OVERPAYMENT REFUND		385895	102715	1470.4329		AMBULANCE FEES	FIRE DEPT. GENERAL
		<u>149.54</u>								
398671	11/5/2015		100808 HORWATH, THOMAS							

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398679	11/5/2015		100833 JOHN HENRY FOSTER MINNESOTA INC.						Continued...	
398680	11/5/2015		100835 JOHNSON BROTHERS LIQUOR CO.							
		223.35			386172	5287024	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		1,335.47			386173	5291943	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		363.48			386174	5291944	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		62.82			386191	5291945	5822.5515		COST OF GOODS SOLD MIX	50TH ST SELLING
		1.16			386141	5291946	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		1.16			386145	5291947	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		496.67			386138	5291948	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		965.80			386167	5291949	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		1.16			386131	5291950	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		5.80			385988	5291952	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		3,897.76			386168	5291953	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		206.37			386139	5291955	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		273.48			386169	5291957	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		1,026.44			386170	5291958	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		2,720.48			386171	5291959	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		99.40			386140	5291960	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		3,934.53			386130	5291962	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		2,294.98			386133	5291963	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		5,108.56			386142	5291964	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		180.60			386144	5291965	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		3,006.64			386146	5291966	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		1,312.49			386134	5291967	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		2,973.71			386143	5291968	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		2,214.75			386136	5291969	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		2,692.24			386132	5291970	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		5,089.10			386135	5291971	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		780.20			385985	5291975	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		3,256.30			385987	5291976	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		656.95			385983	5291977	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		2,416.41			385991	5291978	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		2,744.30			385984	5291979	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		2,012.77			385990	5291980	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		414.89			385986	5291981	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		25.16			385989	5291982	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		13.63-			385992	546403	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		13.50-			385993	546409	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		102.25-			385994	547931	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		39.45-			385995	547932	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING

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398680	11/5/2015		100835 JOHNSON BROTHERS LIQUOR CO.						Continued...	
		19.44-			385996	547933	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		22.80-			385997	548233	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		1.92-			386175	548925	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		<u>52,582.39</u>								
398681	11/5/2015		100357 JOHNSON, DAN							
		39.99	UNIFORM PURCHASE		385897	102715	1646.6201		LAUNDRY	BUILDING MAINTENANCE
		<u>39.99</u>								
398682	11/5/2015		137500 JOURNAL COMMUNICATIONS INC.							
		1,415.00	ACCT COE829 - MN DEED		385958	082419	9232.6102		CONTRACTUAL SERVICES	CENTENNIAL TIF DISTRICT
		<u>1,415.00</u>								
398683	11/5/2015		101918 JUNGWIRTH, MARK							
		81.03	UNIFORM PURCHASE		386045	102815	5913.6201		LAUNDRY	DISTRIBUTION
		<u>81.03</u>								
398684	11/5/2015		137508 KALI CONCRETE LLC							
		30,486.00	REPLACE CONCRETE SIDEWALKS	00002290	386104	EP103015	5700.1715		LAND IMPROVEMENTS	EDINBOROUGH BALANCE SHEET
		<u>30,486.00</u>								
398685	11/5/2015		111018 KEEPRS INC.							
		452.97		00003674	386077	288590-02	1470.6558		DEPT UNIFORMS	FIRE DEPT. GENERAL
		648.89		00003678	386078	289764	1470.6558		DEPT UNIFORMS	FIRE DEPT. GENERAL
		221.37	UNIFORMS	00003672	386076	289792	1470.6558		DEPT UNIFORMS	FIRE DEPT. GENERAL
		<u>1,323.23</u>								
398686	11/5/2015		137492 KENAS, WAYNE							
		145.00	UTILITY OVERPAYMENT REFUND		385898	6617 WARREN AVE	5900.2015		CUSTOMER REFUND	UTILITY BALANCE SHEET
		<u>145.00</u>								
398687	11/5/2015		124002 KIMLEY-HORN AND ASSOCIATES INC.							
		727.43	RAMP STAIR RESTORATION		385800	7138540	44012.6710		EQUIPMENT REPLACEMENT	P23 50TH&FR PARKING&WAYFINDING
		<u>727.43</u>								
398688	11/5/2015		124707 KNAEBLE, PETER							
		124.99	UNIFORM BOOTS		386079	102815	1470.6558		DEPT UNIFORMS	FIRE DEPT. GENERAL
		<u>124.99</u>								
398689	11/5/2015		137079 KNOBELSDORFF ELECTRIC							

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398698	11/5/2015		134063 MANSFIELD OIL COMPANY						Continued...	
		11,122.86	UNLEADED FUEL	00005786	386105	897460	1553.6581		GASOLINE	EQUIPMENT OPERATION GEN
		11,122.86								
398699	11/5/2015		122878 MARTTI, DOROTHEA							
		320.00	HOSTING FEE		386207	212	1130.6103		PROFESSIONAL SERVICES	COMMUNICATIONS
		320.00								
398700	11/5/2015		101987 MENARDS							
		33.99	EXT CORDS, SHOWER WAND, TUBS	00002289	386106	81471	5720.6406		GENERAL SUPPLIES	EDINBOROUGH OPERATIONS
		33.99								
398701	11/5/2015		102507 METRO VOLLEYBALL OFFICIALS							
		142.50	OFFICIATING FEES		385808	4817	1621.6103		PROFESSIONAL SERVICES	ATHLETIC ACTIVITIES
		228.00	OFFICIATING FEES		386208	4825	1621.6103		PROFESSIONAL SERVICES	ATHLETIC ACTIVITIES
		370.50								
398702	11/5/2015		137509 METRO WATER CONDITIONING INC.							
		1,895.55	WATER SOFTENER REPAIR	00002286	386107	16727	5720.6180		CONTRACTED REPAIRS	EDINBOROUGH OPERATIONS
		1,895.55								
398703	11/5/2015		102729 METROPOLITAN FORD OF EDEN PRAIRIE							
		41.30	GASKET, SCREEN ASSEMBLY	00005860	386050	495829	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		41.30								
398704	11/5/2015		100522 MINNESOTA AIR INC.							
		8.64	CAPACITORS	00005721	385809	1451332-00	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		8.64								
398705	11/5/2015		101638 MINNESOTA DEPARTMENT OF HEALTH							
		32.00	EXAM FEE		386239	NATHAN KADERLIK	5919.6260		LICENSES & PERMITS	TRAINING
		32.00								
398706	11/5/2015		100231 MINNESOTA POST BOARD							
		90.00	LICENSE FOR OFFICER		385902	JEPSON	1400.6105		DUES & SUBSCRIPTIONS	POLICE DEPT. GENERAL
		90.00								
398707	11/5/2015		128914 MINUTEMAN PRESS							
		491.00	BOARDS/COMMISSION BROCHURES		386240	18686	1100.6406		GENERAL SUPPLIES	CITY COUNCIL
		54.00	MUSIC IN EDINA POSTERS		385810	18845	2611.6575		PRINTING	MUSIC IN EDINA
		190.41	IQS TRAINING SUPPLIES		385811	18903	1556.6104		CONFERENCES & SCHOOLS	EMPLOYEE SHARED SERVICES

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398707	11/5/2015	735.41	128914 MINUTEMAN PRESS						Continued...	
398708	11/5/2015	4,378.17	101385 MITY-LITE INC		386081	00005994	5400.1705		CONSTR. IN PROGRESS	GOLF BALANCE SHEET
		4,378.17	BANQUET TABLES							
398709	11/5/2015	100.00	102776 MRPA		385961	8729	1556.6121		ADVERTISING PERSONNEL	EMPLOYEE SHARED SERVICES
		100.00	JOB POSTING							
398710	11/5/2015	350.00	136099 NATIONAL RESEARCH CENTER INC.		385962	5583	1130.6103		PROFESSIONAL SERVICES	COMMUNICATIONS
		350.00	EDINA RESIDENT SURVEY							
398711	11/5/2015	89.50	100076 NEW FRANCE WINE CO.		385998	104436	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		113.50			386176	104437	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		203.00								
398712	11/5/2015	301.20	104350 NIKE USA INC.		386209	977388365	5440.5511		COST OF GOODS - PRO SHOP	PRO SHOP RETAIL SALES
		600.00	GOLF BALLS		386210	977388366	5440.5511		COST OF GOODS - PRO SHOP	PRO SHOP RETAIL SALES
		901.20								
398713	11/5/2015	139.57	103578 OFFICE DEPOT		386211	797642705001	5510.6513		OFFICE SUPPLIES	ARENA ADMINISTRATION
		116.78	OFFICE SUPPLIES		386212	800302029001	5510.6513		OFFICE SUPPLIES	ARENA ADMINISTRATION
		256.35								
398714	11/5/2015	1,440.00	104158 OPUS DESIGN BUILD CO		386108	5108 EDINA IND	5901.4626		SALE OF WATER	UTILITY REVENUES
		1,440.00	HYDRANT DEPOSIT REFUND			BLVD				
398715	11/5/2015	4,250.00	129214 OUVERSON SEWER AND WATER INC.		00002685	386054 3592	05551.1705.21		CONSULTING INSPECTION	Arden Park D Reconstruction
		4,250.00	CONNECT CITY WATER							
398716	11/5/2015	4,250.00	129214 OUVERSON SEWER AND WATER INC.		00002688	386055 3593	05551.1705.21		CONSULTING INSPECTION	Arden Park D Reconstruction
		4,250.00	CONNECT TO CITY WATER							

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398716	11/5/2015	4,250.00	129214 OUVERSON SEWER AND WATER INC.						Continued...	
398717	11/5/2015	1,200.00	121026 PALDA & SONS INC.							
		1,200.00	HYDRANT DEPOSIT REFUND		386109	CITY PROJECT	5901.4626		SALE OF WATER	UTILITY REVENUES
398718	11/5/2015	350.00	137491 PARTY UNIT							
		350.00	DJ FOR GLOW DODGEBALL		385903	776087	1627.6406		GENERAL SUPPLIES	SPECIAL ACTIVITIES
398719	11/5/2015	1,051.89	100347 PAUSTIS WINE COMPANY							
		969.14			385842	8520234-IN	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		366.87			385931	8521240-IN	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		918.73			386178	8521241-IN	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		174.25			385999	8521242-IN	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		739.75			385932	8521243-IN	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		4,220.63			386147	8521362-IN	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
398720	11/5/2015	218.92	102963 PELUF, JIM							
		218.92	UNIFORM PURCHASE		385904	102315	1301.6201		LAUNDRY	GENERAL MAINTENANCE
398721	11/5/2015	376.70	100945 PEPSI-COLA COMPANY							
		409.68			385933	48955569	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		99.00			386213	50593581	5520.5510		COST OF GOODS SOLD	ARENA CONCESSIONS
		281.24			386110	50593629	5730.5510		COST OF GOODS SOLD	EDINBOROUGH CONCESSIONS
		365.80			386214	50593660	5421.5510		COST OF GOODS SOLD	GRILL
		969.94			385843	50722791	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
398722	11/5/2015	2,683.22	117087 PETERSON COMPANIES							
		34,661.80	PARTIAL PAYMENT NO. 6		386056	STS-401	2501.6103		PROFESSIONAL SERVICES	PACS IS
		8,028.68	PARTIAL PAYMENT NO. 6		386056	STS-401	01251.1705.30		CONTRACTOR PAYMENTS	A-251 PROMENADE IV H2O FEATURE
		16,156.79	PARTIAL PAYMENT NO. 6		386056	STS-401	04401.1705.30		CONTRACTOR PAYMENTS	PROMENADE H2O FEATURE&PATH
		61,530.49	PARTIAL PAYMENT NO. 6		386056	STS-401	9232.6103		PROFESSIONAL SERVICES	CENTENNIAL TIF DISTRICT
398723	11/5/2015	.19	100743 PHILLIPS WINE & SPIRITS							
					386005	222961	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING

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398730	11/5/2015		129562 RISCHMILLER, KEITH						Continued...	
		287.00	UNIFORM PURCHASE		385906	102615	1301.6201		LAUNDRY	GENERAL MAINTENANCE
		287.00								
398731	11/5/2015		137493 ROBISON, MICHELLE A.							
		1,364.89	AMBULANCE OVERPAYMENT REFUND		385907	102715	1470.4329		AMBULANCE FEES	FIRE DEPT. GENERAL
		1,364.89								
398732	11/5/2015		135215 ROCKIN' HOLLYWOODS, THE							
		750.00	MUSIC IN EDINA		385908	102315	2611.6103		PROFESSIONAL SERVICES	MUSIC IN EDINA
		750.00								
398733	11/5/2015		124780 RONNING, LAUREN							
		56.82	REIMBURSE FOR LIGHT BULBS		386216	103015	5110.6406		GENERAL SUPPLIES	ART CENTER ADMINISTRATION
		56.82								
398734	11/5/2015		100988 SAFETY KLEEN							
		173.79	BRAKE CLEANER		385964	68290353	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		173.79								
398735	11/5/2015		122530 SATO AMERICA LLC							
		55.34	EVIDENCE LABELS		385965	30436308	1400.6406		GENERAL SUPPLIES	POLICE DEPT. GENERAL
		55.34								
398736	11/5/2015		101431 SCAN AIR FILTER INC.							
		68.56	FURNACE FILTERS	00001920	386217	133415	1470.6406		GENERAL SUPPLIES	FIRE DEPT. GENERAL
		68.56								
398737	11/5/2015		137489 SCATIENO, LORRAINE							
		105.00	UTILITY OVERPAYMENT REFUND		385909	4224 70TH ST	5900.2015		CUSTOMER REFUND	UTILITY BALANCE SHEET
		105.00								
398738	11/5/2015		137499 SCHROEDER, DIANE							
		5.00	REFUND		385966	26938	5101.4607		CLASS REGISTRATION	ART CENTER REVENUES
		5.00								
398739	11/5/2015		100349 SCOTT COUNTY							
		285.00	OUT OF COUNTY WARRANT		386233	110215	1000.2055		DUE TO OTHER GOVERNMENTS	GENERAL FUND BALANCE SHEET
		285.00								
398740	11/5/2015		100995 SEH							

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398740	11/5/2015		100995 SEH						Continued...	
		61,232.57	WM ASSESSMENT		386059	304752	5924.6103		PROFESSIONAL SERVICES	ENGINEER SERVICES - WATER
		<u>61,232.57</u>								
398741	11/5/2015		130047 SELECT ACCOUNT							
		1,130.00	SEPT/OCT ADMIN FEES		386218	008816-10/15	1556.6103		PROFESSIONAL SERVICES	EMPLOYEE SHARED SERVICES
		<u>1,130.00</u>								
398742	11/5/2015		101106 SERVICEMASTER							
		1,650.00	RAMP TRASH ROOM CLEANING		385815	53037	4090.6103		PROFESSIONAL SERVICES	50TH&FRANCE MAINTENANCE
		<u>1,650.00</u>								
398743	11/5/2015		137069 SHATZ-AKIN, PIPER							
		180.00	MODEL		386219	103015	5110.6103		PROFESSIONAL SERVICES	ART CENTER ADMINISTRATION
		<u>180.00</u>								
398744	11/5/2015		104098 SHI INTERNATIONAL CORP							
		4,069.59	AVOLVE TRAVEL EXPENSES	00004387	385910	B04132735	4612.6710		EQUIPMENT REPLACEMENT	FD Plan Review Software
		<u>4,069.59</u>								
398745	11/5/2015		120784 SIGN PRO							
		202.00	PARKING SIGNS		385816	9677	5511.6406		GENERAL SUPPLIES	ARENA BLDG/GROUNDS
		<u>202.00</u>								
398746	11/5/2015		100999 SIGNAL SYSTEMS INC.							
		79.85	TIME CARDS		386220	13074372	5511.6513		OFFICE SUPPLIES	ARENA BLDG/GROUNDS
		<u>79.85</u>								
398747	11/5/2015		131885 SISINNI FOOD SERVICES INC.							
		53.45	HOT DOG BUNS		385817	273882	5520.5510		COST OF GOODS SOLD	ARENA CONCESSIONS
		<u>53.45</u>								
398748	11/5/2015		132195 SMALL LOT MN							
		358.11			386006	4467	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		<u>358.11</u>								
398749	11/5/2015		100430 SNAP-ON INDUSTRIAL							
		51.95	SOCKETS	00005783	385818	ARV/27103722	5913.6556		TOOLS	DISTRIBUTION
		<u>51.95</u>								
398750	11/5/2015		105739 SNAZA, DAVID							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
398750	11/5/2015		105739 SNAZA, DAVID						Continued...	
		124.95	UNIFORM PURCHASE		386060	102815	1301.6201		LAUNDRY	GENERAL MAINTENANCE
		<u>124.95</u>								
398751	11/5/2015		136580 SOCIABLE CIDER WERKS LLC							
		1,000.00			386007	1969	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		<u>1,000.00</u>								
398752	11/5/2015		129587 SOLBERG, DAVID							
		82.18	UNIFORM PURCHASE		385911	102715	1301.6201		LAUNDRY	GENERAL MAINTENANCE
		<u>82.18</u>								
398753	11/5/2015		122368 SOUTH METRO PUBLIC SAFETY							
		2,085.00	FIREARMS CERTIFICATES		385967	9211	1400.6104		CONFERENCES & SCHOOLS	POLICE DEPT. GENERAL
		<u>2,085.00</u>								
398754	11/5/2015		127878 SOUTHERN WINE AND SPIRITS							
		1,284.90			385844	1338820	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		2,298.80			386182	1341179	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		88.80			386181	1341180	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		425.60			386009	1341181	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		2,656.39			386010	1341182	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		1,957.97			386008	1341184	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		533.47			385934	1341185	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		4,868.94			386012	1341186	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		771.66			385936	1341187	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		107.80			385935	1341188	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		567.00			386011	1341789	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		948.23			386183	1342558	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		175.00-			385845	9066566	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		<u>16,334.56</u>								
398755	11/5/2015		105152 SPAIN, MARK - PW							
		119.25	UNIFORM PURCHASE		385912	102715	1646.6201		LAUNDRY	BUILDING MAINTENANCE
		<u>119.25</u>								
398756	11/5/2015		133068 STEEL TOE BREWING LLC							
		411.50			386155	6729	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		<u>411.50</u>								
398757	11/5/2015		136860 SYSCO WESTERN MINNESOTA							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
398757	11/5/2015		136860 SYSCO WESTERN MINNESOTA						Continued...	
		262.67	CONCESSION PRODUCT		386113	510270071	5730.5510		COST OF GOODS SOLD	EDINBOROUGH CONCESSIONS
		<u>262.67</u>								
398758	11/5/2015		101025 TAMARACK MATERIALS INC.							
		287.34	CEILING TILES		386114	7120971-00	5720.6406		GENERAL SUPPLIES	EDINBOROUGH OPERATIONS
		<u>287.34</u>								
398759	11/5/2015		137505 TEAM CONSULTING LLC							
		100.00	REVIEW WORKSHOP MATERIALS		386063	AAS CASE STUDY	1190.6406		GENERAL SUPPLIES	ASSESSING
		<u>100.00</u>								
398760	11/5/2015		113549 TENNIS WEST							
		29,139.00	REHABILITATE BASKETBALL COURT	00001530	386064	15-007707	1647.6103		PROFESSIONAL SERVICES	PATHS & HARD SURFACE
		<u>29,139.00</u>								
398761	11/5/2015		121253 THAYER, LARRY							
		17.25	MILEAGE REIMBURSEMENT		385969	102315	1652.6107		MILEAGE OR ALLOWANCE	WEED MOWING
		<u>17.25</u>								
398762	11/5/2015		121517 THIEDE, JOHN							
		24.99	SAFETY GLASSES		385913	102615	1301.6610		SAFETY EQUIPMENT	GENERAL MAINTENANCE
		116.40	UNIFORM PURCHASE		385913	102615	1301.6201		LAUNDRY	GENERAL MAINTENANCE
		174.99	SAFETY BOOTS		385913	102615	1301.6610		SAFETY EQUIPMENT	GENERAL MAINTENANCE
		<u>316.38</u>								
398763	11/5/2015		101035 THORPE DISTRIBUTING COMPANY							
		64.10			386014	927728	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		2,773.17			386013	927729	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		81.80			386221	927920	5421.5514		COST OF GOODS SOLD BEER	GRILL
		<u>2,919.07</u>								
398764	11/5/2015		121708 TIMBERLAND OUTDOOR SERVICES INC.							
		4,990.00	CUL DE SAC PROJECT		386222	11160	5720.6180		CONTRACTED REPAIRS	EDINBOROUGH OPERATIONS
		<u>4,990.00</u>								
398765	11/5/2015		101038 TOLL GAS & WELDING SUPPLY							
		159.64	WELDING GAS	00005771	385819	10105253	1553.6580		WELDING SUPPLIES	EQUIPMENT OPERATION GEN
		<u>159.64</u>								
398766	11/5/2015		134673 TOTAL MECHANICAL SERVICES INC.							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
398776	11/5/2015		117074 WEIERKE, DAVID						Continued...	
		125.96	UNIFORM PURCHASE		386067	102815	1646.6201		LAUNDRY	BUILDING MAINTENANCE
		125.96								
398777	11/5/2015		101312 WINE MERCHANTS							
		169.16			385847	7052484	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		632.32			386020	7052486	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		621.14			386186	7053246	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		337.16			386160	7053247	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		284.64			386159	7053249	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		41.82			386158	7053250	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		2,557.44			386019	7053253	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		4,643.68								
398778	11/5/2015		124291 WIRTZ BEVERAGE MINNESOTA							
		1,049.20			385848	1080387723	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		178.15			386021	1080390745	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		2,870.35			386022	1080390747	5862.5512		COST OF GOODS SOLD LIQUOR	VERNON SELLING
		73.15			386024	1080390750	5862.5515		COST OF GOODS SOLD MIX	VERNON SELLING
		3,416.85			386023	1080390751	5862.5513		COST OF GOODS SOLD WINE	VERNON SELLING
		178.15			386188	1080390752	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		556.08			386187	1080390753	5822.5512		COST OF GOODS SOLD LIQUOR	50TH ST SELLING
		2,684.25			386189	1080390794	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		178.15			385941	1080390795	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		49.03			385939	1080390796	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		884.30			386025	1080390797	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		1,813.80			386026	1080390798	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		2,867.37			385940	1080390799	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		3,237.97			385938	1080390800	5842.5513		COST OF GOODS SOLD WINE	YORK SELLING
		73.15			385937	1080390801	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		34.00-			385849	2080108859	5822.5513		COST OF GOODS SOLD WINE	50TH ST SELLING
		96.00-			385850	2080111441	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		120.00-			385851	2080111517	5842.5512		COST OF GOODS SOLD LIQUOR	YORK SELLING
		19,859.95								
398779	11/5/2015		124529 WIRTZ BEVERAGE MINNESOTA BEER INC							
		1,121.30			385852	1090482538	5822.5514		COST OF GOODS SOLD BEER	50TH ST SELLING
		1,792.00			386027	1090483175	5862.5514		COST OF GOODS SOLD BEER	VERNON SELLING
		4,496.15			385942	1090483737	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		47.60			385944	1090483738	5842.5515		COST OF GOODS SOLD MIX	YORK SELLING
		560.00			385943	1090483739	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
398779	11/5/2015		124529 WIRTZ BEVERAGE MINNESOTA BEER INC						Continued...	
		5,152.85			386190	1090485788	5842.5514		COST OF GOODS SOLD BEER	YORK SELLING
		13,169.90								
398780	11/5/2015		101726 XCEL ENERGY							
		29.56	51-4151897-6		385876	476176414	1646.6185		LIGHT & POWER	BUILDING MAINTENANCE
		35.50	51-7567037-0		385877	476214232	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		14.58	51-0010619811-5		385873	476255548	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		32.29	51-0223133-2		385871	476270918	1322.6185		LIGHT & POWER	STREET LIGHTING ORNAMENTAL
		17.40	51-0160483-1		385872	476270925	1330.6185		LIGHT & POWER	TRAFFIC SIGNALS
		2,336.51	51-4159265-8		386241	476326407	7411.6185		LIGHT & POWER	PSTF OCCUPANCY
		52.46	51-4420190-3		385875	476330034	1551.6185		LIGHT & POWER	CITY HALL GENERAL
		119.58	51-6541084-2		385874	476363243	1646.6185		LIGHT & POWER	BUILDING MAINTENANCE
		5.29	51-5938955-6		385923	476380529	5937.6185		LIGHT & POWER	INDIANHEAD LK VEGETATION CONTR
		96.79	51-9770164-7		385862	476402760	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		24.90	51-9770163-6		385863	476405612	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		88.23	51-0010166207-2		385869	476407304	1646.6185		LIGHT & POWER	BUILDING MAINTENANCE
		27.63	51-0010118404-0		385870	476409695	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		17.46	51-0010573502-3		385866	476417344	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		17.59	51-0010573385-0		385867	476420341	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		62.92	51-0010619455-3		385865	476423171	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		14.49	51-0010777228-2		385864	476429634	1322.6185		LIGHT & POWER	STREET LIGHTING ORNAMENTAL
		18.73	51-0010573384-9		385868	476437472	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		27.74	51-0193479-4		385855	476443284	5934.6185		LIGHT & POWER	STORM LIFT STATION MAINT
		1,158.25	51-5107681-4		385922	476506421	5111.6185		LIGHT & POWER	ART CENTER BLDG/MAINT
		1,412.84	51-5547446-1		385921	476516034	1628.6185		LIGHT & POWER	SENIOR CITIZENS
		8,094.56	51-6644819-9		385918	476530267	5720.6185		LIGHT & POWER	EDINBOROUGH OPERATIONS
		1,381.28	51-9011854-4		385853	476555011	5913.6185		LIGHT & POWER	DISTRIBUTION
		45.30	51-8976004-9		385878	476555610	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		206.89	51-8987646-8		385879	476556079	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		196.12	51-9608462-5		385854	476564683	5921.6185		LIGHT & POWER	SANITARY LIFT STATION MAINT
		7,085.90	51-9603061-0		385919	476564687	1552.6185		LIGHT & POWER	CENT SVC PW BUILDING
		1,358.82	51-0010060454-7		385920	476568088	5210.6185		LIGHT & POWER	GOLF DOME PROGRAM
		29.45	51-0010504853-2		385858	476579371	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		16.24	51-0010619788-5		385859	476582588	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		16.24	51-0010619810-4		385860	476583692	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		76.91	51-0010838463-7		385861	476592709	5936.6185		LIGHT & POWER	ARROWHEAD LK VEGETATION CONTR
		40.23	51-0010103585-7		385856	476731461	5210.6185		LIGHT & POWER	GOLF DOME PROGRAM
		5.06	51-0010876027-9		385857	476752681	1322.6185		LIGHT & POWER	STREET LIGHTING ORNAMENTAL
		90.73	51-6692497-0		385880	476758464	1460.6185		LIGHT & POWER	CIVILIAN DEFENSE
		30,687.29	51-4621797-2		386086	476836397	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
398780	11/5/2015		101726 XCEL ENERGY						Continued...	
		790.83	51-4827232-6		386085	476837754	5311.6185		LIGHT & POWER	POOL OPERATION
		8,209.09	51-6955679-8		386083	476876249	1551.6185		LIGHT & POWER	CITY HALL GENERAL
		34.90	51-8102668-0		386084	476891912	1321.6185		LIGHT & POWER	STREET LIGHTING REGULAR
		<u>63,976.58</u>								
398781	11/5/2015		101091 ZIEGLER INC							
		107.47	FILTERS	00005725	385826	PC001713916	1553.6530		REPAIR PARTS	EQUIPMENT OPERATION GEN
		<u>107.47</u>								
398782	11/5/2015		101531 ZINN, BOBO							
		113.35	SUPPLIES REIMBURSEMENT		386225	103015	5110.6564		CRAFT SUPPLIES	ART CENTER ADMINISTRATION
		<u>113.35</u>								
		<u>1,149,195.62</u>	Grand Total							

Payment Instrument Totals

Checks	774,976.53
A/P ACH Payment	<u>374,219.09</u>
Total Payments	1,149,195.62

Note: Payment amount may not reflect the actual amount due to data sequencing and/or data selection.

Council Check Summary

11/5/2015 - 11/5/2015

<u>Company</u>	<u>Amount</u>
01000 GENERAL FUND	191,237.30
02300 POLICE SPECIAL REVENUE	38,327.63
02500 PEDESTRIAN AND CYCLIST SAFETY	45,019.87
02600 ARTS AND CULTURE FUND	1,004.00
04000 WORKING CAPITAL FUND	309,192.76
04200 EQUIPMENT REPLACEMENT FUND	122,040.25
04500 CANDO FUND	8,982.00
05100 ART CENTER FUND	3,412.92
05200 GOLF DOME FUND	1,517.99
05300 AQUATIC CENTER FUND	790.83
05400 GOLF COURSE FUND	6,350.79
05500 ICE ARENA FUND	9,879.25
05550 SPORTS DOME FUND	232.86
05700 EDINBOROUGH PARK FUND	50,870.05
05750 CENTENNIAL LAKES PARK FUND	100.00
05800 LIQUOR FUND	181,105.87
05900 UTILITY FUND	124,020.86
05930 STORM SEWER FUND	33,296.08
07400 PSTF AGENCY FUND	2,993.52
09232 CENTENNIAL TIF DISTRICT	18,820.79
Report Totals	<u>1,149,195.62</u>

We confirm to the best of our knowledge and belief, that these claims comply in all material respects with the requirements of the City of Edina purchasing policies and procedures date 11/5/15


 Finance Director


 City Manager

1. The first part of the document is a list of names.

2. The second part of the document is a list of names.

3. The third part of the document is a list of names.

4. The fourth part of the document is a list of names.

CITY OF EOINA
CITY COUNCIL CREDIT CARO PAYMENT REGISTER
07/26/15-08/24/15

Account	Name	Date	Amount	Description	Vendor	City	State	Account
**6043	LISA SCHAEFER	2015/08/06	\$33.06	Food	GREEN MILL OULUTH	OULUTH	MN	1170.6104
**6043	LISA SCHAEFER	2015/08/07	\$350.74	Lodging	INN LAKE SUPERIOR	OULUTH	MN	1170.6104
**6043	LISA SCHAEFER	2015/08/07	\$350.74	Lodging	INN LAKE SUPERIOR	OULUTH	MN	1170.6104
**6043	LISA SCHAEFER	2015/08/09	\$350.74	Lodging	INN LAKE SUPERIOR	OULUTH	MN	1170.6104
**0168	SCOTT NEAL	2015/07/28	\$42.40	Food	SALUT BAR AMERICAIN	EOINA	MN	1120.6106
**0168	SCOTT NEAL	2015/08/04	\$76.97	Food	GOOO EARTH I	EOINA	MN	1120.6106
**0168	SCOTT NEAL	2015/08/06	\$49.64	Food	EOINA GRILL	EOINA	MN	1120.6106
**0168	SCOTT NEAL	2015/08/12	\$1,320.00	Annual Conference	ICMA ONLINE PURCHASES	800-745-8780	OC	1120.6106
**0168	SCOTT NEAL	2015/08/14	\$43.83	Food	EOINA GRILL	EOINA	MN	1120.6106
**0168	SCOTT NEAL	2015/08/19	\$130.89	Food	THE TIN FISH	EOINA	MN	1120.6106
**2129	HEATHER BRANIGIN	2015/07/27	\$48.00	Volunteer Software	VOLGISTICS INC	616-456-5388	MI	1120.6105
**2129	HEATHER BRANIGIN	2015/08/01	\$11.75	Ribbon	JO-ANN ETC #2026	EOINA	MN	1556.6406
**2129	HEATHER BRANIGIN	2015/08/04	\$89.00	Conference	LBP*REALESTATECOMMGRP	312-416-1860	IL	1120.6106
**2129	HEATHER BRANIGIN	2015/08/18	\$120.50	Certificate Folders	BAUOVILLE INC.	800-728-0888	MI	1550.6406
**2129	HEATHER BRANIGIN	2015/08/18	\$165.20	Food	PINSTRIPES	EOINA	MN	1100.6106
**2129	HEATHER BRANIGIN	2015/08/20	\$760.00	Registration	URBAN LANO INSTITUTE	800-321-5011	OC	1120.6105
**9159	CARY TEAGUE	2015/08/05	\$330.00	Conference	PAYPAL *MNAPA	402-935-7733	CA	1140.6104
**9159	CARY TEAGUE	2015/08/12	\$4.99	Cookies for Farwell	JERRY'S FOOS OF EO	EOINA	MN	1140.6106
**7370	ERIC ROGGEMAN	2015/08/03	\$18.25	Transaction fee	PAYFLOW/PAYPAL	888-883-9770	TX	1160.6155
**7370	ERIC ROGGEMAN	2015/08/03	\$19.95	Transaction fee-UB	PAYFLOW/PAYPAL	888-883-9770	TX	5902.6155
**7370	ERIC ROGGEMAN	2015/08/03	\$19.95	Transaction fee	PAYFLOW/PAYPAL	888-883-9770	TX	1160.6155
**7370	ERIC ROGGEMAN	2015/08/17	\$35.00	Test for New Online Registration	EOINA STORE	952-833-9520	MN	1160.6406
**7370	ERIC ROGGEMAN	2015/08/18	(\$35.00)	Test for New Online Registration	EOINA STORE	EOINA	MN	1160.6406
**0184	ROBERT WILSON	2015/08/21	\$310.00	MAAO Fall Conference	MINNESOTA ASSOC OF ASSES	763-569-3357	MN	1190.6104
**0184	ROBERT WILSON	2015/08/20	\$125.00	MAAO Fall Conference	CRAGUNS LOOGE ANO GOLF RE	BRAINERD	MN	1190.6104
**9180	MILLNER CHAD	2015/07/29	\$5.31	Postage-Mailing	USPS 26632704333409905	MINNEAPOLIS	MN	1263.6406
**9180	MILLNER CHAD	2015/07/29	\$88.25	Food	SARPINOS PIZZERIA SLP	952-2244888	MN	1260.6406
**9180	MILLNER CHAO	2015/08/15	\$160.00	Registration	U OF M ARBORETUM OL	612-301-1271	MN	1263.6104
**9180	MILLNER CHAD	2015/08/14	\$245.00	Registration	U OF M CCE NONCREDIT	612-625-4259	MN	1263.6104
**9180	MILLNER CHAO	2015/08/17	\$280.00	Conference	PAYPAL *MNAPA	402-935-7733	CA	1262.6104
**4882	ANDERSON SHAWN	2015/07/28	\$730.52	Schooling	MNSCU	877-4666728	MN	1281.6104
**7756	GARY WELLS	2015/08/04	\$260.00	TCS Certification Application Fee	ATSSA	540-3681701	VA	1281.6104
**7756	GARY WELLS	2015/08/05	\$1,245.62	Gas Detector	ANALYTICAL TECHNOLOGY IN	610-917-0991	PA	5912.6530
**7756	GARY WELLS	2015/08/04	\$108.94	Shop Supplies	SEARS ROEBUCK 1142	EDEN PRAIRIE	MN	5913.6556
**7756	GARY WELLS	2015/08/07	\$203.06	Shop Supplies	USA BLUE BOOK	800-493-9876	IL	5913.6406
**7756	GARY WELLS	2015/08/07	\$316.36	Shop Supplies	USA BLUE BOOK	800-493-9876	IL	5921.6406
**7756	GARY WELLS	2015/08/07	\$418.02	Shop Supplies	USA BLUE BOOK	800-493-9876	IL	5923.6406
**7756	GARY WELLS	2015/08/12	\$621.01	Shop Supplies	HILTI INC	800-879-8000	OK	5921.6530
**7756	GARY WELLS	2015/08/12	\$431.57	Shop Supplies	HILTI INC	800-879-8000	OK	5921.6530
**6368	DAVE GOERGEN	2015/07/27	\$39.99	Hose	NORTHERN TOOL EQUIPMNT	BURNSVILLE	MN	5913.6406
**6368	DAVE GOERGEN	2015/08/07	\$130.00	TCS Certification Application Fee	ATSSA	540-3681701	VA	1281.6104
**6368	DAVE GOERGEN	2015/08/19	\$94.03	Employee Lunch-Reimbursed	DQ GRILL&CHILL #41184	EDINA	MN	1552.6406
**6368	DAVE GOERGEN	2015/08/20	\$51.47	Propane	SUPERAMERICA 4047	EDINA	MN	1335.6406
**5621	MARK A BIERMAIER	2015/07/29	\$485.00	Conference	IAFCI	916-939-5000	CA	1400.6104
**5621	MARK A BIERMAIER	2015/08/12	\$133.47	Product	BROWNELLS INC	641-6235401	IA	1400.6104
**5621	MARK A BIERMAIER	2015/08/13	\$395.00	Training	MINNESOTA SHERIFFS ASSN	651-4517216	MN	1400.6104
**5621	MARK A BIERMAIER	2015/08/13	\$395.00	Training	MINNESOTA SHERIFFS ASSN	651-4517216	MN	1400.6104
**5621	MARK A BIERMAIER	2015/08/18	\$30.00	Seminar	PAYPAL *USPCA 12	402-935-7733	CA	1400.6104

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**5621	MARK A BIERMAIER	2015/08/18	\$127.94	Tactical Gear	TACTICALGEARCOM	636-6808000	MO	2340.6104
**5621	MARK A BIERMAIER	2015/08/20	\$30.00	Seminar	PAYPAL *USPCA 12	402-935-7733	CA	1400.6104
**5621	MARK A BIERMAIER	2015/08/24	\$46.95	Drug ID Bible	AMERA-CHEM INC	800-772-2539	CO	2340.6104
**0597	RYAN SCHULTZ	2015/08/12	\$136.65	Food	JIMMY JOHN'S # 517	MINNEAPOLIS	MN	1400.6406
**0597	RYAN SCHULTZ	2015/08/18	\$116.40	Tools	TMART	845-704-2266	NJ	2340.6406
**1305	DAVID NELSON	2015/07/29	\$60.77	Food-Wagner Retirement	JERRY'S FOODS OF ED	EDINA	MN	1400.6406
**1305	DAVID NELSON	2015/07/30	\$61.99	Food-Lutz Retirement	JERRY'S FOODS OF ED	EDINA	MN	1400.6406
**1305	DAVID NELSON	2015/08/11	\$40.71	2015 Criminal Elements Book & CD	MINNESOTACO	651-641-1600	MN	1400.6405
**1305	DAVID NELSON	2015/08/14	\$278.53	2015 Criminal Elements Books	MINNESOTACO	651-641-1600	MN	1400.6406
**8481	TOM SCHMITZ	2015/08/10	\$10.72	Radar APP	APL* ITUNES.COM/BILL	866-712-7753	CA	1470.6406
**8481	TOM SCHMITZ	2015/08/19	\$135.00	ICC Dues-Jeff Siems	INT'L CODE COUNCIL INC	888-422-7233	IL	1470.6105
**8481	TOM SCHMITZ	2015/08/22	\$8.57	Frame	TARGET 00002204	EDEN PRAIRIE	MN	1470.6406
**8481	TOM SCHMITZ	2015/08/24	\$644.08	Vigilant Guard Meals	PANERA BREAD # 608024	EDEN PRAIRIE	MN	1470.6106
**0927	DARRELL TODD	2015/08/07	\$80.00	Data Plan	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1470.6188
**0927	DARRELL TODD	2015/08/11	\$257.33	Work Light	THE HOME DEPOT 2806	ST LOUIS PARK	MN	1470.6406
**0927	DARRELL TODD	2015/08/10	\$68.04	Switch	SSCOR, INC.	818-5044054	CA	1470.6406
**0927	DARRELL TODD	2015/08/20	\$20.00	Data Plan	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1470.6188
**0927	DARRELL TODD	2015/08/22	\$109.99	Uniform Boots	CHAMPS SPORTS	800-8262205	WI	1470.6558
**0927	DARRELL TODD	2015/08/24	\$20.00	Data Plan	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1470.6188
**2717	CRAIG ESSIG	2015/07/28	\$613.94	Vigilant Guard Supplies	HOMEDEPOT.COM	800-430-3376	GA	1470.6106
**2717	CRAIG ESSIG	2015/07/29	\$464.89	Vigilant Guard Supplies	HOMEDEPOT.COM	800-430-3376	GA	1470.6106
**2717	CRAIG ESSIG	2015/07/27	\$650.56	Vigilant Guard Supplies	E-RIGGING.COM	888-6828186	LA	1470.6106
**2717	CRAIG ESSIG	2015/07/30	\$87.80	Vigilant Guard Supplies	HOMEDEPOT.COM	800-430-3376	GA	1470.6106
**8102	JEFF BROWN	2015/08/12	\$57.00	Inspection Supplies	IN *BAILEY'S TEST STRIPS	201-3438004	NJ	1490.6406
**2512	DAVID FISHER	2015/07/30	\$22.75	Travel Ins for Flight	TRAVEL INSURANCE POLICY	800-729-6021	VA	1495.6104
**2512	DAVID FISHER	2015/07/31	\$600.00	Conference & Code Hearings	INT'L CODE COUNCIL	888-422-7233	IL	1495.6104
**2512	DAVID FISHER	2015/07/31	\$880.00	Training Code Staff	EB SHOREVIEW-2012 IEC	888-810-2063	CA	1495.6104
**2512	DAVID FISHER	2015/07/31	\$880.00	Training Code Staff	EB EAGAN-2012 IECC FU	888-810-2063	CA	1495.6104
**2512	DAVID FISHER	2015/07/30	\$310.20	Airfare	DELTA AIR 0062316691597	DELTA.COM	CA	1495.6104
**2512	DAVID FISHER	2015/08/04	\$100.00	Training-Energy Code	EB EXTERIOR ENVELOPE	888-810-2063	CA	1495.6104
**2512	DAVID FISHER	2015/08/05	(\$220.00)	Fundamentals Refund	EVENTBRITE	8888102063	CA	1495.6104
**2512	DAVID FISHER	2015/08/20	\$561.43	Bags for Permit Packs	ASSOCIATED BAG COMPANY	414-769-1000	WI	1495.6406
**2512	DAVID FISHER	2015/08/20	\$129.00	Mailing List	MINNESOTAS BOOKSTORE	651-2973000	MN	1495.6136
**2512	DAVID FISHER	2015/08/21	\$85.00	Registration	DEPARTMENT OF LABOR AND I	651-2845722	MN	1495.6104
**2512	DAVID FISHER	2015/08/21	\$446.46	OSA Fee for Copying	CANON SOLUTIONS AMERIC	773-714-8500	IL	1495.6406
**2512	DAVID FISHER	2015/08/24	\$236.68	Copier C5A Charge	CANON SOLUTIONS AMERIC	773-714-8500	IL	1495.6406
**4619	TIM BARNES	2015/07/30	\$406.83	Ice Maker	SEARS ROEBUCK 8162	EDEN PRAIRIE	MN	1551.6406
**1996	GUNNAR KAASA	2015/07/27	\$7.54	Parts	MINNEAPOLIS LOCK & KEY	MINNEAPOLIS	MN	1553.6530
**1996	GUNNAR KAASA	2015/08/04	\$41.45	Color Key Tags	DODSON COMPANY	616-575-0254	MI	1553.6406
**1996	GUNNAR KAASA	2015/08/04	\$80.00	Parts	PAYPAL *HUBCAPS.COM	402-935-7733	CA	1553.6530
**1996	GUNNAR KAASA	2015/08/05	\$91.26	Parts	MSC	800-645-7270	NY	1553.6530
**1996	GUNNAR KAASA	2015/08/05	\$3.21	Holster Accessory-iPhone	OTTERBOX/LIFEPROOF	970-493-8446	CO	1553.6406
**1996	GUNNAR KAASA	2015/08/05	\$205.77	PIG Chat Mat Yellow Absorbent Roll	NPC*NEW PIG CORP	800-468-4647	PA	1553.6610
**1996	GUNNAR KAASA	2015/08/05	\$22.63	Parts	MINNEAPOLIS LOCK & KEY	MINNEAPOLIS	MN	1553.6530
**1996	GUNNAR KAASA	2015/08/17	\$14.49	Otterbox Defender for HTC	PAYPAL EBAY MARKTPLC USD	402-935-7733	NE	1553.6406
**1996	GUNNAR KAASA	2015/08/18	\$35.64	Bakery	JERRY'S FOODS OF ED	EDINA	MN	1553.6406
**2481	RYAN BROWNING	2015/07/31	\$26.99	Memory for Josh	AMAZON.COM	AMZN.COM/BILL	WA	1554.6710
**2481	RYAN BROWNING	2015/08/04	\$139.45	Imaging Software	CBI*ACRONIS	800-799-9570	IL	1554.6160

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**2481	RYAN BROWNING	2015/08/05	\$475.95	iPad for Braemar Golf Maintenance	APPLE STORE #R054	EDINA	MN	5410.6122
**2481	RYAN BROWNING	2015/08/07	\$27.96	Cables	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1400.6406
**2481	RYAN BROWNING	2015/08/11	\$111.98	MacDrive 10 Pro	MEDIAFOUR	515-2257409	IA	1554.6160
**2481	RYAN BROWNING	2015/08/14	\$23.38	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/14	\$577.34	PC for Televising Truck-PW	IN *SUPERLOGICS	508-6509500	MA	4615.1705
**2481	RYAN BROWNING	2015/08/14	\$1,134.66	PC for Televising Truck-PW	IN *SUPERLOGICS	508-6509500	MA	4614.1705
**2481	RYAN BROWNING	2015/08/15	\$32.15	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/15	\$263.98	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/16	\$115.78	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/17	\$15.60	IT Tools-Fish Line	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/17	\$49.99	IT Tools-Fish Tape	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/17	\$18.04	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/17	\$193.88	IT Tools	THE HOME DEPOT 2806	ST LOUIS PARK	MN	1554.6406
**2481	RYAN BROWNING	2015/08/20	\$241.36	VM Workstation for Nick	DRI*VMWARE	MY.VMWARE.COM	MN	1554.6160
**2481	RYAN BROWNING	2015/08/19	\$106.10	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/19	\$38.74	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/19	\$20.00	PC for Televising Truck-PW	IN *SUPERLOGICS	508-6509500	MA	4614.1705
**2481	RYAN BROWNING	2015/08/20	\$22.98	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/20	\$514.39	IT Tools-Misc	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	1554.6406
**2481	RYAN BROWNING	2015/08/24	\$99.00	Prime Membership	AMAZONPRIME MEMBERSHIP	AMZN.COM/PRME	NV	1554.6406
**5587	DAWN BEITEL	2015/07/29	\$30.00	Food	JAMBA JUICE 0413	EDINA	MN	5310.6104
**5587	DAWN BEITEL	2015/07/30	\$15.00	Food	CARIBOU COFFEE CO # 130	MINNETONKA	MN	5310.6104
**5587	DAWN BEITEL	2015/08/10	(\$2.50)	Test	EDINBOROUGH PARK EDINA	EDINA	MN	5710.6406
**5587	DAWN BEITEL	2015/08/10	\$2.50	Tes	EDINBOROUGH PARK EDINA	EDINA	MN	5710.6406
**5587	DAWN BEITEL	2015/08/13	\$12.19	Personal-Reimbursed	HOLIDAY STNSTORE 0343	EDEN PRAIRIE	MN	5710.6406
**6841	ANN KATTREH	2015/08/10	\$600.00	NRPA Agency Dues	NATIONAL RECREATION &	703-858-2179	VA	1600.6105
**6841	ANN KATTREH	2015/08/11	\$40.17	Food for Board Meeting	TARGET 00023135	EDINA	MN	1600.6106
**6841	ANN KATTREH	2015/08/11	\$231.93	Park Board Dinner	PINSTRIPES	EDINA	MN	1600.6106
**6841	ANN KATTREH	2015/08/19	\$20.00	Data Plan	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1600.6188
**7279	DONNA TILSNER	2015/07/27	\$2,259.81	Golf	BRAEMAR GOLF COURSE	EDINA	MN	1628.4392.02
**7279	DONNA TILSNER	2015/07/27	\$73.00	Trip	GUTHRIE THEATER BOX OFFIC	612-377-2224	MN	1628.4392.07
**7279	DONNA TILSNER	2015/07/29	\$560.12	Food	DAVANNI'S #15	EDINA	MN	1627.6406
**7279	DONNA TILSNER	2015/08/17	\$5.90	Portfolia	TARGET 00002600	ST. LOUIS PAR	MN	1628.6513
**7279	DONNA TILSNER	2015/08/17	\$195.00	Conference	MN RECREATION AND PARK A	763-571-1305	MN	1600.6104
**7279	DONNA TILSNER	2015/08/20	\$22.51	Supplies	OFFICEMAX/OFFICEDEPOT #64	SAINT LOUIS P	MN	1628.6513
**7130	ERIC BOETTCHER	2015/07/30	\$185.50	Gym Rental	BCS*EDINA COMMUNITY EDUCA	952-848-3952	MN	1624.6404
**7130	ERIC BOETTCHER	2015/08/07	\$65.78	Tennis Camp Supplies	DAVANNI'S #15	EDINA	MN	1623.6404
**7130	ERIC BOETTCHER	2015/08/14	\$1,291.76	Portable Toilet Rental	JIMMYS JOHNNYS INC	651-2775912	MN	1621.6404
**7130	ERIC BOETTCHER	2015/08/14	\$3.99	Water	JERRY'S FOODS OF ED	EDINA	MN	1624.6404
**0756	BOB PRESTRUD	2015/07/28	\$449.99	Tools	NORTHERN TOOL EQUIP	MINNETONKA	MN	1646.6556
**0756	BOB PRESTRUD	2015/08/20	\$26.82	Soccer Ball	SPORTS AUTHORITY 0704	RICHFIELD	MN	1643.6556
**2293	JENNIFER BENNEROTTE	2015/07/27	\$399.00	Archiving Platform	ARCHIVESOCIAL.COM	888-558-6032	NC	1130.6124
**2293	JENNIFER BENNEROTTE	2015/07/28	(\$834.75)	Drone Refund	PAYPAL *B H PHOTO	4029357733	NY	1130.6410
**2293	JENNIFER BENNEROTTE	2015/07/29	(\$14.95)	Drone Refund	PAYPAL *B H PHOTO	4029357733	NY	1130.6140
**2293	JENNIFER BENNEROTTE	2015/07/29	\$54.29	Ground Commercial	THE UPS STORE 1715	EDINA	MN	1120.6235
**2293	JENNIFER BENNEROTTE	2015/07/31	\$12.00	Stock Footage	WWW.ISTOCK.COM	866-478-6251	WA	1130.6410
**2293	JENNIFER BENNEROTTE	2015/07/31	\$11.96	Subscription	THE STAR TRIBUNE CIRCULAT	612-6734343	MN	1130.6105
**2293	JENNIFER BENNEROTTE	2015/08/03	\$10.72	Photoshop Lightroom Bundle	ADOBE *PHOTOGPHY PLAN	800-833-6687	CA	1130.6103

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**2293	JENNIFER BENNEROTTE	2015/08/05	(\$999.80)	Drone Refund	PAYPAL *B H PHOTO	4029357733	NY	1130.6410
**2293	JENNIFER BENNEROTTE	2015/08/05	\$29.65	Notary Renewal	NOTARY ROTARY, INC	515-309-1351	IA	1120.6105
**2293	JENNIFER BENNEROTTE	2015/08/05	\$20.00	Data Plan-Kaylin	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1130.6160
**2293	JENNIFER BENNEROTTE	2015/08/05	\$120.00	Notary Renewal	SECRETARY OF STATE	651-2011368	MN	1120.6105
**2293	JENNIFER BENNEROTTE	2015/08/05	\$53.63	Creative Cloud-Scott	ADOBE *CREATIVE CLOUD	800-833-6687	CA	1130.6406
**2293	JENNIFER BENNEROTTE	2015/08/06	\$20.00	Data Plan-Jordan	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1130.6160
**2293	JENNIFER BENNEROTTE	2015/08/06	\$69.72	Seagate 1TB	MICRO CENTER #045 RETAIL	ST LOUIS PARK	MN	1130.6410
**2293	JENNIFER BENNEROTTE	2015/08/06	\$53.63	Creative Cloud-5cott	ADOBE *CREATIVE CLOUD	800-833-6687	CA	1130.6406
**2293	JENNIFER BENNEROTTE	2015/08/10	\$149.18	Subscription	MAILCHIMP	MAILCHIMP.COM	GA	1130.6103
**2293	JENNIFER BENNEROTTE	2015/08/11	\$20.00	Data Plan-5cott	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1130.6160
**2293	JENNIFER BENNEROTTE	2015/08/12	\$10.95	Props for Golf Course Commercial	JERRY'S FOODS OF ED	EDINA	MN	1130.6406
**2293	JENNIFER BENNEROTTE	2015/08/12	\$53.63	Creative Cloud-Kaylin	ADOBE SYSTEMS, INC.	800-833-6687	CA	1130.6406
**2293	JENNIFER BENNEROTTE	2015/08/13	\$69.98	Ballot Boxes	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	2610.6406
**2293	JENNIFER BENNEROTTE	2015/08/13	\$32.17	Creative Cloud-Jennifer	ADOBE *CREATIVE CLOUD	800-833-6687	CA	1130.6406
**2293	JENNIFER BENNEROTTE	2015/08/16	\$30.00	Data Plan-Ann Swenson	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	1100.6160
**2293	JENNIFER BENNEROTTE	2015/08/15	\$50.00	Edina Liquor Facebook Ad	FACEBOOK CG2KT75532	650-6187714	CA	5842.6122
**2293	JENNIFER BENNEROTTE	2015/08/17	\$120.00	Values VIP Awards	TARGET 00023135	EDINA	MN	1550.6121
**2293	JENNIFER BENNEROTTE	2015/08/18	\$29.95	Online Invoicing	2NDSITE FRESHBOOKS	416-481-6946	ON	1130.6103
**2293	JENNIFER BENNEROTTE	2015/08/18	\$18.60	Photo Contest Winner Prints	TARGET 00023135	EDINA	MN	1130.6408
**2293	JENNIFER BENNEROTTE	2015/08/18	\$40.00	Values VIP Awards	TARGET 00023135	EDINA	MN	1550.6121
**2293	JENNIFER BENNEROTTE	2015/08/18	\$5.00	Spam Blocker	AKSMT.COM	877-273-3049	CA	1130.6124
**2293	JENNIFER BENNEROTTE	2015/08/17	\$32.17	Creative Cloud-Jordan	ADOBE *CREATIVE CLOUD	800-833-6687	CA	1130.6406
**5821	AMY SMITH	2015/08/11	\$28.36	Supplies	TARGET 00023135	EDINA	MN	5420.6406
**5821	AMY SMITH	2015/08/11	\$13.76	Hammer and Index Cards	WALGREENS #16057	MINNEAPOLIS	MN	5410.6406
**5821	AMY SMITH	2015/08/21	\$10.47	Band-aids	JERRY'S FOODS OF ED	EDINA	MN	5410.6406
**8806	MARY WOOLDRIDGE	2015/07/28	\$20.00	Data Plan	VZWRLSS*PRPAY AUTOPAY	888-294-6804	CA	5440.6406
**8806	MARY WOOLDRIDGE	2015/07/29	\$14.99	Furniture Slide	TARGET 00023135	EDINA	MN	5420.6406
**8806	MARY WOOLDRIDGE	2015/07/29	\$101.88	Lamps, Floral	HOMEGOODS #0581	EDINA	MN	5420.6406
**8806	MARY WOOLDRIDGE	2015/08/13	\$27.26	Chalkboard Block	JO-ANN ETC #2026	EDINA	MN	5440.6406
**8806	MARY WOOLDRIDGE	2015/08/15	\$24.39	Postage-Mailing	FEDEX 781157682994	MEMPHIS	TN	5410.6235
**8806	MARY WOOLDRIDGE	2015/08/17	\$98.00	Postage-Mailing	USPS 26632704333409905	MINNEAPOLIS	MN	5410.6235
**7354	JASON COTTEN	2015/08/01	\$240.88	Lodging	BREEZY POINT RESORT INTL	BREEZY POINT	MN	5510.6104
**7354	JASON COTTEN	2015/08/01	\$481.75	Lodging	BREEZY POINT RESORT INTL	BREEZY POINT	MN	5510.6104
**7354	JASON COTTEN	2015/08/04	\$6.43	Office Supplies	OFFICE DEPOT #415	EDEN PRAIRIE	MN	5510.6406
**7354	JASON COTTEN	2015/08/15	\$150.00	Training	SERVING THE AMERICAN R	719-5381149	CO	5510.6104
**7354	JASON COTTEN	2015/08/17	\$4.82	Supplies	JERRY'S DO IT BEST	EDINA	MN	5511.6406
**7354	JASON COTTEN	2015/08/18	\$22.77	Parts	1000BULBS.COM	800-6244488	TX	5511.6406
**7354	JASON COTTEN	2015/08/22	(\$215.88)	Lodging	BREEZY POINT RESORT INTL	BREEZY POINT	MN	5510.6104
**7354	JASON COTTEN	2015/08/22	\$56.57	Lodging	BREEZY POINT RESORT INTL	BREEZY POINT	MN	5510.6104
**7010	AMANDA HOLLE	2015/07/30	\$25.18	Garden Camp Supplies	MICHAELS STORES 3739	BLOOMINGTON	MN	1624.6406
**7010	AMANDA HOLLE	2015/08/12	\$105.00	Gift Cards	BUNNY'S BAR AND GR	SAINT LOUIS P	MN	1621.6406
**7010	AMANDA HOLLE	2015/08/17	(\$121.00)	Test	EDINA STORE	EDINA	MN	1624.6406
**7010	AMANDA HOLLE	2015/08/17	\$121.00	Test	EDINA STORE	952-833-9520	MN	1624.6406
**7010	AMANDA HOLLE	2015/08/20	(\$35.00)	Test	PARK AND REC EDINA CITY H	EDINA	MN	1624.6406
**7010	AMANDA HOLLE	2015/08/20	\$35.00	Test	PARK AND REC EDINA CITY H	952-826-0430	MN	1624.6406
**9328	MICHAEL FREY	2015/07/28	\$550.00	Advertising	TIGER OAK	612-548-3246	MN	5110.6122
**9328	MICHAEL FREY	2015/07/31	\$41.27	Building-General Supplies	ULINE *SHIP SUPPLIES	800-295-5510	IL	5111.6406
**9328	MICHAEL FREY	2015/07/31	\$61.92	General Supplies	THE WEBSTRAURANT STORE	717-392-7472	PA	5110.6406

CITY OF EDINA
CITY COUNCIL CREDIT CARD PAYMENT REGISTER
07/26/15-08/24/15

Account	Name	Date	Amount	Description	Vendor	City	State	Account
**9328	MICHAEL FREY	2015/08/12	\$129.47	Building-General Supplies	HIRSHFIELDS/SOUTHDALE	EDINA	MN	5111.6406
**5802	PATRICIA MCGRATH	2015/07/30	\$890.80	Concessions-AC Repair	FLARE HEATING & AIR CONDI	763-542-1166	MN	5720.6180
**5802	PATRICIA MCGRATH	2015/07/31	\$39.85	LG Uniforms	AMERICAN LIFE GUARD PROD	800-4458721	FL	5311.6201
**5802	PATRICIA MCGRATH	2015/07/30	\$1,847.27	Umbrella Canopy	ANCHOR INDUSTRIES	812-8672421	IN	5311.6406
**5802	PATRICIA MCGRATH	2015/08/21	\$100.00	Postage	POSTAGE REFILL	800-468-8454	CT	5710.6235
**0116	TOM SHIRLEY	2015/07/27	\$195.81	Planting	BACHMAN'S INC #1	MINNEAPOLIS	MN	5761.6620
**0116	TOM SHIRLEY	2015/07/28	\$2,395.80	Submersible Sewage Pump	WW GRAINGER	877-2022594	PA	5761.6530
**0116	TOM SHIRLEY	2015/07/30	\$64.18	Supplies	MENARDS RICHFIELD	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/03	\$9.98	Aqua Net	PETCO 608 63506083	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/03	\$83.95	Supplies	MENARDS RICHFIELD	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/05	\$45.64	Zebco Reel	AMAZON.COM	AMZN.COM/BILL	WA	5761.6406
**0116	TOM SHIRLEY	2015/08/05	\$182.56	Zebco Reel	AMAZON.COM	AMZN.COM/BILL	WA	5761.6406
**0116	TOM SHIRLEY	2015/08/06	\$199.50	Dog Poop Bags	POOPBAGSUS	866-269-1202	FL	5765.6406
**0116	TOM SHIRLEY	2015/08/07	\$358.00	Cedar Log Tete a Tete	MENARDS RICHFIELD	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/11	\$54.32	Supplies	MENARDS RICHFIELD	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/12	\$30.00	Fuel	SUPERAMERICA 4186	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/12	\$49.42	Supplies	MENARDS RICHFIELD	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/13	\$97.64	Supplies	MENARDS RICHFIELD	RICHFIELD	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/17	\$29.00	Office Supplies	WHENIWORK.COM	651-330-4482	MN	5760.6105
**0116	TOM SHIRLEY	2015/08/17	\$91.71	Supplies	THE HOME DEPOT 2805	BLOOMINGTON	MN	5761.6406
**0116	TOM SHIRLEY	2015/08/18	\$12.99	Audio Cable	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	5760.6513
**0116	TOM SHIRLEY	2015/08/18	\$107.68	Planting	BACHMAN'S INC.	MINNEAPOLIS	MN	5765.6620
**0116	TOM SHIRLEY	2015/08/18	\$141.12	Planting	WAGNER GREENHOUSES	612-9226901	MN	5761.6620
**0116	TOM SHIRLEY	2015/08/21	\$459.00	Green Creative LED Bulbs	WESTSIDE WHOLESALE, IN	877-9989378	KY	5761.6406
**0116	TOM SHIRLEY	2015/08/22	\$301.55	Flood Lamps	GRAYBAR ELECTRIC	314-573-9200	MO	5761.6406
**0093	STEVEN GRAUSAM	2015/07/27	\$64.35	Parking Permit	CITY OF EDINA RECEPTIONIS	EDINA	MN	5820.6260
**0093	STEVEN GRAUSAM	2015/07/30	\$26.72	Grocery	TARGET 00002600	ST. LOUIS PAR	MN	1100.6106
**0093	STEVEN GRAUSAM	2015/08/06	\$20.36	Supplies	STAPLS7140791468000001	877-8267755	MI	5820.6513
**0093	STEVEN GRAUSAM	2015/08/06	\$20.36	Supplies	STAPLS7140791468000002	877-8267755	MI	5840.6513
**0093	STEVEN GRAUSAM	2015/08/10	\$53.62	Parking Permit	CITY OF EDINA RECEPTIONIS	EDINA	MN	5820.6260
**0093	STEVEN GRAUSAM	2015/08/14	\$20.35	Supplies	STAPLS7140791468000003	877-8267755	MI	5860.6513
**0093	STEVEN GRAUSAM	2015/08/20	\$39.98	Batteries	BATTERIES PLUS #16	BLOOMINGTON	MN	5840.6406
**0093	STEVEN GRAUSAM	2015/08/21	\$21.20	Sanitizer	TARGET 00023135	EDINA	MN	5840.6406
**2223	GREG BRETSON	2015/07/28	\$22.09	Supplies	JERRY'S DO IT BEST	EDINA	MN	7413.6406
**2223	GREG BRETSON	2015/07/28	\$42.80	Supplies	MENARDS EDEN PRAIRIE	EDEN PRAIRIE	MN	7412.6406
**2223	GREG BRETSON	2015/07/29	\$13.37	Supplies	JERRY'S FOODS OF ED	EDINA	MN	7410.6106
**2223	GREG BRETSON	2015/08/04	\$354.35	Compressor	JOHN HENRY FOSTER MN,INC	800-582-5162	MN	7411.6406
**9956	DEB FIELDS	2015/08/02	\$104.01	Supplies	TARGET 00023002	RICHFIELD	MN	7414.6106
**9956	DEB FIELDS	2015/08/01	\$41.94	Email service	EMA*EMMA EMAIL MARKETING	800-5954401	TN	7410.6122
**9956	DEB FIELDS	2015/08/23	\$7.90	USB Flash Drive	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	7414.6406
**9956	DEB FIELDS	2015/08/23	\$18.21	USB Flash Drive	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	7410.6406
**9956	DEB FIELDS	2015/08/24	\$20.57	Blacklight for Lead Testing	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	7412.6406
**9956	DEB FIELDS	2015/08/24	\$10.80	USB Flash Drive	AMAZON MKTPLACE PMTS	AMZN.COM/BILL	WA	7411.6406
**0314	GERALD KOPLOS	2015/08/05	\$112.50	LED and Flood	MENARDS EDEN PRAIRIE	EDEN PRAIRIE	MN	7412.6406
**0314	GERALD KOPLOS	2015/08/06	\$80.36	Ballast	MENARDS EDEN PRAIRIE	EDEN PRAIRIE	MN	7411.6406
**0314	GERALD KOPLOS	2015/08/12	\$13.91	Supplies	WAL-MART #1855	EDEN PRAIRIE	MN	7411.6406
**0314	GERALD KOPLOS	2015/08/12	\$21.43	Orange Goop Cleaner	MENARDS EDEN PRAIRIE	EDEN PRAIRIE	MN	7411.6406
**0314	GERALD KOPLOS	2015/08/16	\$16.60	Zep Glass Cleaner Refill	MENARDS RICHFIELD	RICHFIELD	MN	7411.6406

CITY OF EDINA
 CITY COUNCIL CREDIT CARD PAYMENT REGISTER
 07/26/15-08/24/15

Account	Name	Date	Amount	Description	Vendor	City	State	Account
**0314	GERALD KOPLOS	2015/08/18	\$53.41	Bulbs	BATTERIES PLUS #20	EDEN PRAIRIE	MN	7411.6406
**0314	GERALD KOPLOS	2015/08/18	\$26.91	Tools	KEEPRS INC 2	ST PAUL	MN	7411.6406
**0314	GERALD KOPLOS	2015/08/20	\$1.00	Supplies	SOUTH METRO PUBLIC SAFETY	EDINA	MN	7411.6406
**0314	GERALD KOPLOS	2015/08/24	\$7.21	Supplies	MENARDS EDEN PRAIRIE	EDEN PRAIRIE	MN	7411.6406
			\$41,736.69					
	Rebate		(\$2,926.48)					
			\$38,810.21					

We confirm to the best of our knowledge and belief, that these claims comply in all material respects with the requirements of the City of Edina purchasing policies and procedures date 11/5/15

Eric Rose
 Finance Director

[Signature]
 City Manager



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.C.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Debra Mangen, City Clerk

Item Activity:

Subject: Approve New On-Sale Wine and Beer Licenses,
Z Italiano, 1705 Southdale Center

Action

ACTION REQUESTED:

Motion granting a new on-sale wine license and on-sale beer license to Z Italiano, LLC dba Z Italiano, 1705 Southdale Center for the period beginning November 18, 2015 and ending March 31, 2016.

INTRODUCTION:

ATTACHMENTS:

Staff Report: Z Italiano On-sale Wine & Beer Licenses

Police Investigation Summary: On-sale Wine and Beer License Z Italiano



Date: November 17, 2015

To: MAYOR & CITY COUNCIL

From: Debra Mangen,
City Clerk

Subject: Approve New On-Sale Wine and Beer Licenses, Z Italiano LLC, 1705 Southdale Center

Information / Background:

Z Italiano, LLC dba as Z Italiano, at 1705 Southdale Center has applied for new on-sale wine liquor and 3.2 beer licenses. This restaurant will occupy the space formerly occupied by California Pizza Kitchen at Southdale Center. They have filed the necessary paperwork and paid the applicable fees for the license.

The Administration Department has reviewed the submittals and finds that they comply with code requirements.

The Health Department is satisfied with the applicant's plan for storage and service.

The Planning Department has reviewed the application and finds that it complies with code requirements.

The Police Department has completed their investigation. Attached is Lt. Dan Conboy's memo stating the findings of the Police Department's background investigation.

The licenses are placed on the agenda for consideration by the Council.



**BACKGROUND INVESTIGATION SUMMARY
ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSE**

Establishment: Z Italiano, LLC dba Z Italiano
License: On-Sale Wine, 3.2%

In October 2015, the Edina Police Department completed a background investigation relating to a City of Edina application for an On-Sale Wine and 3.2 Percent Malt Liquor license. The application was submitted by Z Italiano, LLC dba Z Italiano, 1705 Southdale Center, Edina.

Z Italiano, LLC dba Z Italiano is authorized to do business in Minnesota and is registered with the State of Minnesota. Z Italiano, LLC dba Z Italiano is in good standing with the Minnesota Secretary of State.

Z Italiano, LLC dba Z Italiano and its representatives are aware of the City of Edina's requirement relating to employee alcohol awareness training, and have completed the necessary training.

Owners/Partners/Members: Z Italiano, LLC dba Z Italiano:

Kim Saueressig	McClusky, ND
Zacharey Saueressig	Chaska, MN

The owners/partners/members have been investigated and were found to have no criminal records. Checks were made with the following agencies.

NCIC
MINCIS
Hennepin County
Minnesota Secretary of State
Minnesota Alcohol and Gambling Enforcement Division
Minnesota Department of Revenue

Personal, business and bank references were contacted and responded positively.

From the information gathered during the course of the investigation, I found nothing to prevent Z Italiano, LLC dba Z Italiano from obtaining an On-Sale Wine and 3.2 Percent Malt Liquor license.

I would support a positive recommendation from the Police Department in regard to the issuance of this license.

A handwritten signature in black ink, appearing to read "Dan Conboy".

Lt. Dan Conboy #183



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.D.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Debra A. Mangen, City Clerk

Item Activity:

Subject: 2016 Calendar Of Meeting Dates

Action

ACTION REQUESTED:

Motion approving the 2016 Council meeting dates and draft calendar of Board and Commission meeting dates.

INTRODUCTION:








ATTACHMENTS:



Draft 2016 Meeting Schedule






Staff Report 2016 Meeting Calendar

PRELIMINARY DRAFT 2016

CITY OF EDINA COUNCIL, ADVISORY BRDS, COMS. COMMS. MEETINGS, HOLIDAYS ELECTION DATES

 Holidays
  City Council
  Nite to Unite
  Pln Comm
  HP Brd
  Trns Com
  Park Brd

 Indicates a religious holiday's observance
  Caucus Night

 Elect Day
  Health
  Human R/R Com
  E& E Comm
  Arts & Culture Comm

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



Date: November 17, 2015

To: MAYOR & CITY COUNCIL

From: Debra Mangen,
City Clerk

Subject: 2016 Council Meeting Dates and Board and Commission Meeting Dates

Information / Background:

Edina's regularly scheduled meetings are held on the first and third Tuesday of each month. The City Council holds a work session in the Community Room of City Hall before each meeting at 5:30 p.m. with their regularly scheduled meeting held in the Council Chambers at 7:00 p.m. Each year the City Council confirms their annual schedule noting changes necessitated due to conflicts with holidays, days of religious observance or Election Day.

In accordance with the City's Policy restricting public meetings due to days of Religious Observances, the following dates will be avoided from regularly scheduled Council meetings or Board and Commission meetings:

- Good Friday (Christian) – March 25, 2016
- Christmas Eve (Christian) – December 24, 2016
- Evening before and day of Yom Kippur (Jewish) – October 11 & 12, 2016
- Evening before and two days of Rosh Hashanah (Jewish) – October 2-4, 2016
- Evening before and first two days of Passover (Jewish) – April 22-24, 2016
- Eid al Fitr (Muslim) – July 6, 2016
- Eid al Adha (Muslim) – September 11, 2016
- The third day of Diwali (Hindu) – October 31, 2016

During 2016, staff is suggesting that the following three City Council meetings be moved:

- First meeting in March will move to Wednesday, March 2nd to avoid "Precinct Caucuses"
- First August meeting will move to Wednesday, August 3rd to avoid "Night to Unite"
- First October meeting will move to Wednesday, October 5th to avoid "Rosh Hashanah"

The attached calendar shows with red hash marks all of the days of religious observance that we will avoid hosting any meeting or special event. Typical holidays have been highlighted in yellow. There is also a color coded key of City Council and its various Board and Commission meetings. Board and Commission meetings have all been adjusted to avoid days of religious observance. This calendar will be published for use by staff and the public.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

To: Mayor and City Council

From: Chad A. Millner, PE, Director of Engineering

Subject: Resolution No. 2015-114 Receiving Engineering Studies for 2016 Neighborhood Roadway Reconstruction Projects

ACTION REQUESTED:

Approve Resolution No. 2015-114 receiving Engineering Studies for:

- BA-399 Tracy Avenue from Benton Avenue to TH-62 Reconstruction
- BA-420 Golf Terrace B Neighborhood Roadway Reconstruction
- BA-421 Strachauer Park A Neighborhood Roadway Reconstruction
- BA-422 Morningside A Neighborhood Roadway Reconstruction
- BA-438 White Oaks C Neighborhood Roadway Reconstruction

INTRODUCTION:

Public hearings are scheduled for December 8, 2015. The Engineering Studies are posted to the City's website and are linked below.

Golf Terrace B:

http://edinamn.gov/edinafiles/files/City_Offices/Engineering/Construction_Projects/Golf_Terrace_B/BA-420_FINAL%20ENGINEERING%20STUDY.pdf

Strachauer Park A:

http://edinamn.gov/edinafiles/files/City_Offices/Engineering/Construction_Projects/Strachauer_Park_A/BA-421_FINAL%20ENGINEERING%20STUDY.pdf

Tracy (Benton to TH 62):

http://edinamn.gov/edinafiles/files/City_Offices/Engineering/Construction_Projects/2016/TracyBentonto62/ENG_STUDY_110415_Tracy.pdf

Morningside A / White Oaks C:

[http://edinamn.gov/edinafiles/files/City_Offices/Engineering/Construction_Projects/Morningside_A_White_Oaks_C/Morningside%20A%20&%20White%20Oaks%](http://edinamn.gov/edinafiles/files/City_Offices/Engineering/Construction_Projects/Morningside_A_White_Oaks_C/Morningside%20A%20&%20White%20Oaks%20C.pdf)

Morningside A / White Oaks C Appendix:

http://edinamn.gov/edinafiles/files/City_Offices/Engineering/Construction_Projects/Morningside_A_White_Oaks_C/Morningside%20A%20White%20Oakc%20C%20Appendix.pdf

ATTACHMENTS:

Resolution No. 2015-114 Receiving Engineering Studies

RESOLUTION NO. 2015-114
RECEIVING ENGINEERING STUDIES FOR
2016 NEIGHBORHOOD ROADWAY RECONSTRUCTION PROJECTS
TRACY AVENUE FROM BENTON AVENUE TO TH 62, IMPROVEMENT NO. BA-399
GOLF TERRACE B NEIGHBORHOOD, IMPROVEMENT NO. BA-420
STRACHAUER PARK A NEIGHBORHOOD, IMPROVEMENT NO. BA-421
MORNINGSIDE A NEIGHBORHOOD, IMPROVEMENT NO. BA-422
WHITE OAKS C NEIGHBORHOOD, IMPROVEMENT NO. BA-438

WHEREAS, at the request of Edina City Engineer, studies have been prepared by staff and consultant with reference to the proposed Improvement Nos. BA-399, BA-420, BA-421, BA-422, and BA-438, the improvement of Tracy Avenue, Golf Terrace B, Strachauer Park A, Morningside A, and White Oaks C, and these studies are hereby received by the Council on November 17, 2015; and

WHEREAS, the studies provide information regarding whether the proposed improvements are necessary, cost-effective, and feasible; whether they should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EDINA, MINNESOTA:

1. The council will consider the improvement of such streets in accordance with said studies and the possible assessment of abutting property for all or a portion of the cost of the improvements pursuant to Minnesota Statute, Chapter 429 at an estimated total cost of the improvement of \$380,000 (BA-399), \$3,619,555 (BA-420), \$2,143,335 (BA-421), \$1,284,200 (BA-422) and \$480,600 (BA-438).
2. A public hearing shall be held on such proposed improvements on the 8th day of December, 2015, in the Council Chambers of the City Hall at 6:00 p.m. and the Clerk shall give mailed and published notice of such hearing and improvements as required by law.

ADOPTED this 17th day of November, 2015.

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of November 17, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 20____.

City Clerk



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.F.

To: Mayor and City Council

Item Type:
Request For Purchase

From: David Nelson, Chief of Police

Item Activity:

Subject: Request for Purchase: Motorola MCC7500
Radio Consoles for our 911 Communications
Center

Action

ACTION REQUESTED:

That the Edina City Council authorize the Edina Police Department to execute a purchase order of four (4) Motorola MCC7500 voice communication consoles, supporting equipment and labor in the amount of \$300,206.00.

INTRODUCTION:

The City of Edina's Emergency 911 Communications Center uses the State of Minnesota ARMER (Allied Radio Matrix for Emergency Response) Radio System to communicate with public safety responders and other agencies for work related needs. This network of radios is an essential tool to perform work duties and is our primary form of communication to dispatch emergency and non-emergency calls to first responders.

The Edina 911 Center has been operating on Motorola Gold Elite Dispatch Consoles since the City of Edina joined the ARMER system in 2004. The current Gold Elite Consoles will become obsolete in April of 2016 when the state ARMER system will upgrade software that is only compatible with the new Motorola MCC7500 Radio Console we are requesting to purchase.

ATTACHMENTS:

Request for Purchase: Motorola MCC7500 Radio Consoles

Motorola MCC7500 Edina Contract

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



Date: 11/17/2015

To: Mayor and City Council

From: Dave Nelson, Chief of Police

Subject: Request for Purchase: Motorola MCC7500 Radio Consoles for our 911 Communications Center

Date Bid Opened or Quote Received:
08/28/2015

Bid or Expiration Date:
11/20/2015

Company:
Motorola Solutions
13108 Collections Center Drive
Chicago, IL 60693

Amount of Quote or Bid:
\$300,206.00

The Recommended Bid is

Within Budget

Not Within Budget

Recommended Quote or Bid:
Minnesota State Contract Pricing 40071

Information/Background:

The City of Edina's Emergency 911 Communications Center uses the State of Minnesota ARMER (Allied Radio Matrix for Emergency Response) Radio System to communicate with public safety responders and other agencies for work related needs. This network of radios is an essential tool to perform work duties and is our primary form of communication to dispatch emergency and non-emergency calls to first responders.

The Edina 911 Center has been operating on Motorola Gold Elite Dispatch Consoles since the City of Edina joined the ARMER system in 2004. The current Gold Elite Consoles will become obsolete in April of 2016 when the state ARMER system will upgrade software that is only compatible with the new Motorola MCC7500 Radio Console.

Motorola Solutions is on Minnesota State Bid under contract pricing number 40071.

Funding for this project was budgeted in the Capital Improvement Plan for January 2016; for \$305,000.00, with \$50,160.00 being funded from the E911 Account and the remainder from the Equipment Replacement Fund. This project was moved ahead 1 ½ months to meet scheduling, installation timelines and a discount for signing before November 20th.

The cost of the project is within budget if the purchase is approved prior to November 20th, 2015 (\$300,206.00). If we are unable to meet the November 20th, 2015 deadline, the \$9,387.00 discount no longer applies and is added to the total (\$309,593.00). Cost breakdown to follow:

REQUEST FOR PURCHASE
IN EXCESS OF \$20,000/CHANGE ORDER

CIP/Quote Funding Breakdown

2016 CIP Budgeted Amount:	\$305,000.00
Funding from Equipment Replacement Fund:	\$254,840.00
Funding from E 9-1-1 Account	\$ 50,160.00

2015 Quote amount:	\$300,206.00
Funding from Equipment Replacement Fund:	\$250,046.00
Funding from E 9-1-1 Account	\$ 50,160.00

Attached is the Motorola contract that has been reviewed by Roger Knutson.

MCC 7500 Upgrade

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August 28, 2015

Tony Martin
Communications Manager
Police Department
City of Edina, MN
4801 W. 50th Street
Edina, MN 55424

RE: Motorola MCC 7500 Upgrade

Dear Mr. Martin:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Edina, MN with quality communications equipment and services. Motorola's project team has taken great care to propose a solution to address your needs and provide unsurpassed value.

Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides three MCC 7500 Dispatch Console operator positions along with a patch position, dual site gateway and switches, two CCGWs, one SDM3000 Aux I/O server and spare equipment as well as the implementation and warranty services needed to support them.

This proposal is subject to the terms and conditions in the enclosed Communications System Agreement, together with its Exhibits, and shall remain valid for a period of 60 days from the date of this cover letter. Motorola would be pleased to address any concerns Edina may have regarding the proposal. Any questions can be directed to Carrie Oster, Account Manager, at 612-834-4860.

Our goal is to provide Edina with the best products and services available in the communications industry. We thank you for the opportunity to implement the proposed communications solution for you, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Bill Burton
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

System Description

MCC 7500 SOLUTION OVERVIEW FOR THE City of Edina, MN

Motorola's proposed dispatch solution for the City of Edina, MN is our MCC 7500 Dispatch Console, offering IP-based seamless connectivity between Edina's dispatch operators and field personnel. The MCC 7500 Dispatch Console will provide Edina with a scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.



Figure 1 - 1: MCC 7500 Dispatch Console, including desktop PC, headset, speakers, display, keyboard, mouse, microphone, and voice processor module

The proposed solution for Edina includes three MCC 7500 Dispatch Consoles at City of Edina. Table 1 - 1 summarizes the proposed console equipment and peripherals included in our proposal. All licenses necessary for operation have also been included as part of the solution.

Table 1 - 1: Proposed Equipment at City of Edina

Qty	Equipment
Operator Positions	
3	Personal Computer with Windows 7
3	Voice Processor Module (VPM)
6	Headset Jack
9	Desktop Speakers
3	Footswitch
3	Gooseneck Microphone
3	Instant Recall Recorder Port
Additional Equipment	
2	Console LAN Switch
2	Console Site Router
2	GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)
1	GCP 8000 Conventional Site Controller
1	SDM 3000 Auxiliary Input/Output Server



CONSOLE CONNECTIVITY

The proposed MCC 7500 Dispatch Consoles will connect into the ASTRO 25 master site at Golden Valley. A conceptual diagram of the proposed console connectivity has been provided in Figure 1 - 2.

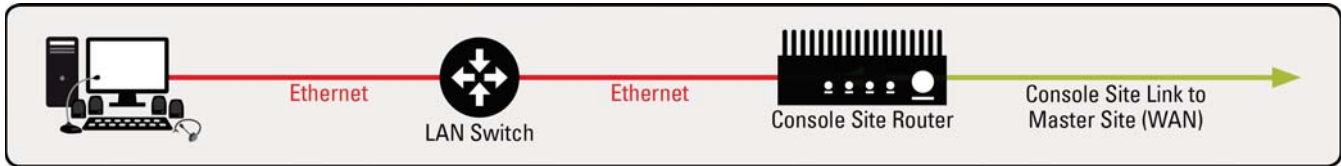


Figure 1 - 2: System connectivity for proposed solution.

The solution will rely on T1 links provided by Edina for backhaul connectivity.

The patch position for Edina will be set up as the fourth operator position in the dispatch room. The patch position includes the same equipment as the other three dispatch positions. All dispatch positions and the patch position include DES-OFB encryption. The City of Edina will supply the monitors as well as the existing back-up consolettes. Edina's existing logging recorder and the existing logging consolettes will be used for logging of the ARMER Talkgroups. Two T1 links will be provided by the City of Edina, These links will either be the two existing T1 links for the Gold Elite console or will be one of these T1 links and a new back-up T1 link to the Braemer site.



ELEMENTS OF THE MCC 7500

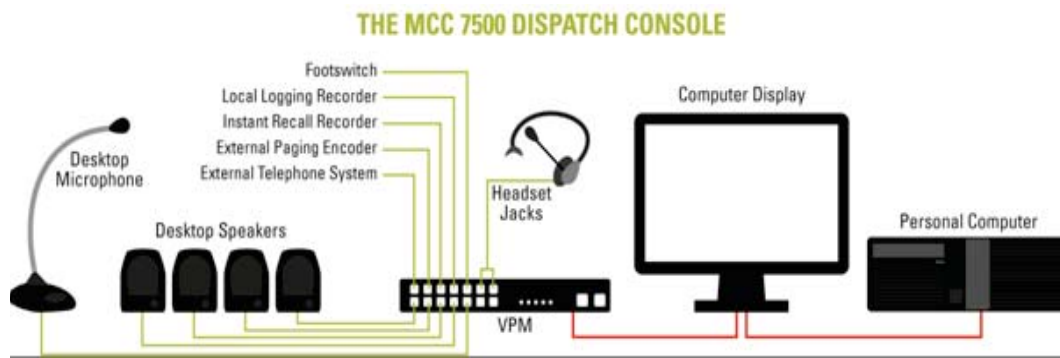


Figure 1 - 3: MCC 7500 Dispatch Console Components

As proposed to Edina, each MCC 7500 Dispatch Console includes the following elements:

Personal Computer (PC)

The personal computer included with the console position runs Microsoft Windows 7, and is certified by Motorola to ensure that the dispatch software, voice cards, and secure cards are properly installed and configured.

Headset Jack

The dispatch console supports two headset jacks, both push-to-talk (PTT) and non-PTT-enabled for simultaneous use by the dispatch operator and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Gooseneck Microphone

The microphone controls the dispatch console's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Voice Processor Module (VPM)

The secure VPM provides vocoding and audio processing for the dispatch console, and also serves as the hub for the console's speakers, microphone, footswitch, headset jacks, and recorders.

Footswitch

Each dispatch console includes a dual pedal footswitch that can be configured to control general transmit and monitor functions.

Headset Port

The telephone/headset port allows the connection of an external telephone to the dispatch console, allowing the operator to use a single headset to communicate on both the radio system and a telephone system.

Desktop Speakers

Three audio speakers have been included with each console position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls and can be placed on a desktop, or mounted on a rack or computer display.

Instant Recall Recorder (IRR) Port

The IRR port enables the connection of a short-term audio recorder, which allows the recording and playback of recent audio received by the console.

*PC specifications must be equal to or better than the following: Intel Xeon W3503 2.4GHz 1066MHz Dual Core or Intel Core 2 Duo E8300 2.83 6 MB / 1333 CPU Processor; Intel X38 Express Chipset; 80 GB 7200 rpm SATA 3.0 Gb/s NCQ Hard Drive; Integrated SATA Controller; 2GB RAM; Integrated High Definition Digital Audio; 16X Max SATA DVD+/-RW Drive; NVIDIA Quadro NVS 290, 256 MB Dual Head Graphics Processor; 256 MB Graphics Memory; Windows Vista Service Pack 2 or Windows 7 Professional (64 bit) Service Pack 1 Operating System. If Edina desires to reuse existing computers, a change order may be required for additional configuration services.



ADDITIONAL EQUIPMENT

Per your request, we have included the following additional items to extend the functionality of the MCC 7500 to meet Edina's needs.

SDM 3000 Auxiliary Input/Output Server

The SDM 3000 provides console operators with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched inputs, as well as latched and interlocked latched outputs.



GGM 8000 Gateway with a Conventional Channel Gateway Interface (CCGW)

The GGM 8000 interfaces analog and ASTRO 25 conventional channels to your ASTRO 25 radio system.



GCP 8000 Conventional Site Controller

The GCP 8000 Conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at an MCC 7500 console site. If the link between the dispatch site and the master site is lost, the GCP 8000 enables dispatchers to communicate over conventional resources.



Implementation Plan

STATEMENT OF WORK

Motorola will install and configure the proposed equipment. Table 2 - 1 describes the tasks involved with installation and configuration.

Table 2 - 1: Project Tasks and Responsibilities

Tasks	Motorola	City of Edina, MN	Deliverable
Kickoff and Team Creation			
Assign a Project Manager as a single point of contact.	✓	✓	Defined Project Team
Conduct Kickoff meeting.	✓	✓	
Design Review			
Review the operational requirements.	✓	□	Design review document delivered to and approved.
Discuss the proposed cutover plan.	✓	□	
Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.	✓	□	
Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.	✓	✓	
Conduct site evaluations to capture site details of the system design and to determine site readiness.	✓	□	
Determine each site's ability to accommodate proposed equipment based upon physical capacity.	✓	□	
Submit design review documents for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.	✓	□	
Approve design review documents.	□	✓	
Equipment Order and Manufacturing			
Process equipment order.	✓	□	Equipment ordered and manufactured ready to ship to destination
Manufacture equipment.	✓	□	



Tasks	Motorola	City of Edina, MN	Deliverable
System Staging			
Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Factory acceptance test completed and equipment shipped to the field
Label the cables with to/from information to specify interconnection for field installation and future servicing needs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Assemble required subsystems to assure system functionality.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Power up, program, and test all staged equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Confirm system configuration and software compatibility to the existing system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Complete programming of the fixed network equipment and consoles.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Perform factory acceptance test.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equipment Shipment and Storage			
Ship all equipment to the field.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Equipment received and ready for installation
Provide secure warehousing for Motorola-provided equipment, at a location central to the sites.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Coordinate receipt of Motorola-provided equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Receive Motorola-provided equipment and store in warehouse.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Inventory Motorola-provided equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Site Access			
Provide Site Access.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Access, permitting, and licensing for sites of equipment installation
Provide necessary buildings, equipment shelters, and towers for installation of the new equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Ensure adequate electrical power in proper phase and voltage at the sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Ensure that sites meet space, grounding, power, and connectivity requirements for installation of equipment as required by R56 standards.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Obtain all licensing and permitting for sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



Tasks	Motorola	City of Edina, MN	Deliverable
General Equipment Installation			
Deliver equipment from warehouse to site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All equipment installed and ready for optimization
Provide network link resources for console connectivity to master site. All backhaul connectivity and associated equipment for all sites is the responsibility of the customer. This includes providing and installing the required T1 connectivity and interface modules, between the master site and the dispatch site, per Motorola specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Provide any required system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links or other types of connectivity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Install and brace equipment racks in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ensure that Type 1 and Type 2 AC suppression is installed to provide protection to the fixed network equipment and console operator positions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Install and terminate all power cabling from AC-powered equipment to surge suppression panels at the top of the rack.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Connect the appropriate equipment to the ground system in accordance with Motorola's R56 Site Installation standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Apply Motorola-provided labeling to field installed equipment, racks, and cables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Perform preliminary audit of installed equipment to ensure compliance with requirements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Installation and performance of equipment and work not provided by Motorola.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Coordinate activities of Motorola subcontractors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Coordinate activities of non-Motorola subcontractors.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Dual/Redundant T1 links from the dispatch center to the Master Site (MSO) will be supplied by the customer and will meet Motorola's backhaul connectivity requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Customer is responsible for UPS/backup power for backhaul connectivity equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



Tasks	Motorola	City of Edina, MN	Deliverable
Console Installation			
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Console equipment installed and accepted
Connect console to circuit demarcation points.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ensure existing conventional stations are configured for 4 wire operation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Install PC workstation w/ keyboard and mouse, and monitor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Install a Voice Processor Module (VPM), two speakers, dual PTT footswitch, and gooseneck microphone in accordance with R56 Standards per position on desktop surface.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Install all associated cabling in appropriately-sized split loom.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Install extension jumpers for mouse, keyboard, and monitor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Install two headset jacks per position.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Install 1 new equipment racks.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Install a dedicated Local Area Network (LAN) to connect the proposed console positions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Develop templates for console programming.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Perform console programming.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
No computer monitors are provided with this proposal for the MCC console operator positions. The customer is supplying the computer monitors.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
No transport, storage or disposal of old equipment is included in this quote. The Customer is responsible for the removal and/or relocation of existing equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
System Optimization			
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completion of system optimization
Verify that all audio and data levels are at factory settings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Verify communication interfaces between devices for proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Set up the consoles to perform dispatching operations on the radio system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



Tasks	Motorola	City of Edina, MN	Deliverable
Functional Testing			
Verify the operational functionality and features of the consoles and the system supplied by Motorola, as contracted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Successful completion of functional testing, approval of functional testing, and System Acceptance
Witness the functional testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Document the results of the acceptance tests and present for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review and approve final acceptance test results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Cutover			
Develop a mutually agreed upon cutover plan based upon discussions held during the Design Review.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Successful migration from old system to new system
Conduct cutover meeting with user group representatives to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Notify the user groups affected by the cutover (date and time).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
During cutover, follow the written plan and implement the defined contingencies, as required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conduct a roll call of all users working during the cutover, in an organized and methodical manner.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Provide Motorola with the subscriber information for input into the system database and activation, as required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Customer is responsible for coordinating with the appropriate resources to provide training for the equipment provided in this proposal.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Finalize Documentation			
Provide an electronic as-built system manual on CD. The documentation will include the following: <ul style="list-style-type: none"> • System, site, and rack diagrams • Equipment inventory list • Functional acceptance test plan test sheets and results • Console programming template • Service and operator manuals Documentation will be delivered in Adobe PDF format.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All required documents are provided and approved. Final Project Acceptance
Receive and approve documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Execute Final Project Acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	



PROJECT SCHEDULE

The estimated time for completion of the project is 4-6 months from Project Kickoff through Final Project Acceptance.

A final project schedule will be developed based upon mutual agreement between Motorola and City of Edina at the Detailed Design Review (DDR). The dates for the installation and activation are highly dependent on the actual completion dates of the City of Edina, or their subcontractors, tasks associated with R56 upgrades, installation, cabling and providing unobstructed cable routes. The specific and detailed schedule will be determined during the DDR.



Lifecycle Support Services

To maintain Edina's equipment, Motorola offers our standard commercial warranty as set forth in the Communications System Agreement.

In addition to the standard warranty, Motorola is including customized services during the warranty, as summarized in Table 3 - 1. Upon request, Motorola will provide detailed statements of work that fully describe these proposed services.

A description of the proposed services are included in this section.

Table 3 - 1: Overview of Proposed Services

Service Description:	Warranty Period	Post Warranty Period
Infrastructure Repair with Advanced Replacement	Included	Optional 3 Years
Onsite Infrastructure Response	Included	Optional 3 Years
Network Monitoring	Not Included	Not Included

Infrastructure Repair with Advanced Replacement

Infrastructure Repair with Advanced Replacement provides for expedited replacement of the equipment in the proposed solution, whether it is manufactured by Motorola or by another vendor. When a component fails, Edina will be able to request a replacement and have it shipped immediately for use in the system, prior to sending the faulty component to Motorola for repair. When requesting a replacement component, Edina can choose to either keep the replacement component or send it back to Motorola once the original failed component is repaired and returned. Motorola will pay two-way shipping on all components shipped through this service.

Onsite Infrastructure Response

Onsite Infrastructure Response provides local qualified technicians who arrive at your location to diagnose and restore the system. Following proven response and restore processes, Motorola's Call Center contacts the local authorized service center in Edina's area and dispatches a qualified technician. Our case management and escalation process ensures that arrival of the technician on-site and system restoration comply with contracted response times. If the technician is unable to resolve the issue on site, the case is escalated to the Solutions Support Center (SSC) or product engineering teams for support as needed.



PRICING

The following table provides a pricing breakdown for the proposed equipment and services.

Table 4 - 1: Pricing breakdown for proposed equipment and services

EQUIPMENT AND SERVICES SUMMARY	
Equipment Description	Sale Price
Total Equipment Price :	\$ 182,558.00
Project Services:	
Project Management/Post Sale Engineering/ Installation/ System Integration:	\$ 119,612.00
CCSI/Staging:	\$ -
Training:	\$ -
System Integration Services Total:	\$ 119,612.00
1st Year Warranty Services:	\$ 7,063.00
Freight:	\$ 360.00
System Discount Based on Purchase Order by 11/20/2015 and Ship by 12/04/2015	\$ (9,387.00)
BASE SYSTEM GRAND TOTAL:	\$ 300,206.00

* NOTE 1: The Grand Total shown above does not include MN Sales Tax or any other applicable local, state or federal taxes.

* NOTE 2: If a Performance Bond is not required, the price of the Performance Bond shown above may be deducted from the Grand Total shown above.

* NOTE 3: For the System Discount to apply, a PO, or Notice to Proceed Letter, must be submitted to Motorola by no later than November 20 2015 and Ship by December 4 2015

POST WARRANTY SERVICES OPTION	
Post Warranty Year One	\$ 11,220.00
Post Warranty Year Two	\$ 11,557.00
Post Warranty Year Three	\$ 11,904.00
POST WARRANTY OPTION TOTAL	\$34,681.00



Contractual Documentation

Below please find attached our Communications System Agreement, including a standard Software License Agreement, and a Payment Schedule for the proposed solution, as well as Service Agreement Terms and Conditions for the included post-warranty services.



Communications System Agreement

Motorola Solutions, Inc. ("Motorola") and City of Edina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated <u>August 2015</u>
C-2	"Implementation Plan" dated <u>August 2015</u>
C-3	"Lifecycle Support Services" dated <u>August 2015</u>
C-4	"Pricing" dated <u>August 2015</u>
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at delivery, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the

requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability

or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers

the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan

immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.2.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

15.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

15.1.4. MINNESOTA GOVERNMENT DATA PRACTICES ACT. All data created, collected, received, stored, used, maintained, or disseminated by Motorola in performing this Agreement is subject to the provisions of Minn. Stat. Ch. 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, Motorola must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to Motorola. Motorola is not required to provide public data to the public if that same data is available from the CUSTOMER, unless stated otherwise in this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right

or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Customer
Attn: _____	Attn: _____
_____	_____
fax: _____	fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the

Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Edina ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price for mobilization due at contract execution (Effective Date);
2. 65% of the Contract Price upon shipment of equipment;
3. 5% of the Contract Price upon system acceptance or start of beneficial use; and
4. 5% of the Contract Price upon Final Acceptance.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Exhibit C

TECHNICAL AND IMPLEMENTATION DOCUMENTS

Please see proposal at beginning of document.

Exhibit D
SERVICE STATEMENT(S) OF WORK
and
SERVICE TERMS AND CONDITIONS (IF APPLICABLE)

Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair with Advanced Replacement is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to Customer specified address.
 - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO or select third party and the Customer will own the Advanced Replacement FRU.
 - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
 - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.

- 2.7.2. Replace malfunctioning FRU or Components.
 - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.
 - 2.7.5. Perform a System Test on select Infrastructure.
 - 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
 - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
 - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.



- 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.
- 3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
 1. All Infrastructure over seven (7) years from product cancellation date.
 2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
 3. Physically damaged Infrastructure.
 4. Third party Equipment not shipped by Motorola.
 5. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 6. Video retrieval from Digital In-Car Video equipment.
 7. Test equipment.
 8. Racks, furniture and cabinets.
 9. Firmware and/or Software upgrades.

ASTRO® 25 Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Backhaul	Includes PTP (Point-to-Point Wireless) PTP 49600 and PTP 800 licensed series Excludes all other PTP technologies
Base Station(s) and Repeater(s)	Includes Quantar, MTR3000, STR3000, GTR8000, GTR8000 HPD, IntelliRepeater, Network Management (Please refer to the SOW for details) is not available on all stations. Quantar high power booster power amplifier, power supply and control board Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys , Telco, IMACS models 600, 800 . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac 9600, ASTRO-tac 3000, GMC8000, Comparators.
Computer(s)/Workstations/Modems	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, PT800 tablet HP x1100, HPx2100, HP xw4000-4600, HPz400, HP VL600, HP VL800, HPz400, ML850 laptop, MW810, ML900 laptop, ML910 laptop, Compaq XW4000. Includes keyboards, mice, trackballs. Excludes all other laptop and desktop computer technologies and all 286, 386, 486 computers; defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention,
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000, VPM, as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers, MTC3600, GCP8000, Site Controller PSC9600, CSC7000, MTC9600, MZC3600, MZC5000 (Includes Netra240 & T5220). Excludes SSMT and SCMS controllers. CD ROM Drive, Fan Tray
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Firewalls	Includes Nortel Alteon ASF5105, 5106, Juniper SS520, ISSG140, SSG5, ISG1000C, ISG2000
Intrusion Detector	Includes Proventia 201 Linux IDSS, Proventia CX4002C
ISSI Gateway	Includes T5220 Sun server Solaris 10 OS
Links	Includes PTP 49600 and 800 licensed series
Logging Recorder	Excludes all technologies see SOW specifically for NICE logging recorders
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention, as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Motobridge	Included
Moscad	Includes NFM (Network Fault Management), as part of communication System only, RTU, SDM Site Manager RTU. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.



ASTRO 25 Infrastructure Repair cont.	Inclusions, Exclusions, Exceptions and Notes
Network Fault Management	Includes Full Vision, Unified Event Manager Excludes NMC
Gateway	Includes PDG:CPX8216, IVD & HPD PDG on HP DL360, MOTOBRIDGE
Printer(s)	Includes printers that directly interface with the communications system.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC, GPW8000, GTR8000, GTR8000 HPD Receivers. Excludes Fan Modules, Dual Circulator Tray, Site RMC Tray
Routers	Includes GGM8000, ST5500, ST5598, S2500-S6000
Servers	Includes Netra 240, Netra T5220, cPCI, HP DL360, HP ML370, HP ML110, HP ML530, HP TC2110, 2120 HP InfoVista Server. IR8000 series, LX4000 series, Intel Server TSRL-T2, TIGPR2U, Proventia 201 Linux IDSS, Proventia GX4002C, Trak9100. Network Management Server includes cPCI Chassis, Power Supply, Fan Tray, Controller Hard Drive, CD ROM Drive, Tape Drive, CPU, Client PC's, Core Security Management Server, Firewall Servers, Intrusion Detection Sensor Server. Excludes Dell Servers, Monitors, Memory Module 0182915Y02, Rear Fan RLN5352, Central Process Card 0182915Y01
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Secure	Includes KMF crypto card, end to end Cryptor for IVD PDEG Cryptor
SMARTX	Includes VPM
Switch	Includes Nortel Passport PBX, Cisco Catalyst 6509, HP 5308 LAN switch, HP ProCurve Switch 2524, 2650, 2626, HP3500, HP2610, 3Com PS40, SS1100
Telco PBX	Includes Avaya Dfinity PBX, S8300, S8500, Intel Server (ACSS), TSRLT2, TIGPR2U
Terminal Servers	Includes IR8000, LX4000S, LX4000T, Paradyne
Universal Simulcast Controller Interface(s)	Included
UPS Systems	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Workstation	Included

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

SmartZone System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY. Network Management (please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs, Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	INFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.

SmartNet System Infrastructure cont.	Inclusions, Exclusions, Exceptions and Notes
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Broadband Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Access Points	Includes PMP (Canopy), Motomesh Duo, Motomesh Quattro, Meshcam, Motomesh Solo, Motomesh AP7181 intelligent access points. Excludes all other technologies
Backhaul	Includes PMP (Canopy) and PTP (Point-to-Point Wireless) PTP 49600 and 800 licensed series Excludes all other technologies
Cables, connectors and testers	Excluded
Cameras	Includes Meshcam Excludes all other technologies, fixed black & white, color, pan tilt zoom analog, pan tilt zoom IP, fixed hybrid (IP and Analog) cameras
Cluster Management Modules (CMM)	Includes PMP (Canopy). Excludes all other technologies
Digital Video Recorder	Includes Mobile Video Enforcer Excludes all other technologies
Docking Station	Includes Mobile Video Enforcer Excludes all other technologies
GPS Synch Box	Excluded
Links	Includes PTP 49600 and 800 licensed series
Mobile Internet Switching Controller(MISC)	Excluded
Modems	Includes Mobile Video Enforcer Excludes all other technologies
Monitors	Includes Mesh,MotoMesh Excludes all other technologies
Mounting Bracket	Excluded
Multiplexers	Excluded
Network Interface Card	Excludes RAD data multiplexers
Network Switches	Includes Mesh, MotoMesh, Meshcam Excludes all other technologies
Networking Enablers	Included
Personal Tracking Device	Excludes Asymmetric DSL Broadband Gateway, Asymmetric Customer Premise Equipment, Symmetric DSL Broadband Gateway, Symmetric DSL-CPE's and accessories
Power Supply	Includes MeshTrack Excludes all other technologies
Reflector Hardware Kit	Included
Server	Excluded
Software	Included HP DL360, Mobile Video Enforcer system server Excludes all other technologies
Subscriber Modules	Excluded
Surge Suppressor/LPU	Includes, PMP (Canopy) Excludes all other technologies
UPS	Excluded
Video Recording System	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any one-site services.
Wireless Router AC and DC Input	Includes Mobile Video Enforcer Excludes all other technologies

Conventional System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Quantar, Quantro, MTR2000, MTR3000, GTR8000 including IPCCGW. Excludes MICOR and MSF5000
Central Electronics Bank(s)	Includes logging recorder interface and network hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, ASTRO-tac, GMC8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System – including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables and Commandstar mother board CDN6271. Commandstar and Commandstar Lite are also excluded as a conventional system operator position but can be covered when services are purchased separately.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s) (DIU)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000 Excludes all other fire alarming systems.
Motobridge	Included
Printer(s)	Includes printers that directly interface with the communications System.
Receiver(s)	Includes Quantar , MTR2000, ASTRO-TAC, GPW8000 receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netlocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Data System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Base Station(s) and Repeater(s)	Includes Quantar (DSS3, DBS), GTR8000.
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Dictaphones , Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Printer(s)	Includes printers that directly interface with the communications System.
Radio Network Controller	Includes One (1) RNC and One (1) RNC Console. Redundant RNC's must be quoted separately. Excludes RNC1000, NCP500, NCP2000, NCP2500 and NCP3000.
Site Data Link Modem(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Wireless Network Gateway	Excluded from the prime/remote site or system agreement but can be covered when services are purchased separately.

Cassidian Communications Infrastructure Repair w Advanced Replacement Vesta Pallas, Vesta Standard (Maars/ComCentrex), Vesta Meridian and Sentinel Patriot Systems	Inclusions, Exclusions, Exceptions and Notes
ACU (Auto Control Unit)	Includes Vesta systems only Excludes Sentinel Patriot
ARU (Alarm Reporting Unit)	Included
ALI (Automatic Location Identification) Controller	Includes Analog Station Card(s), Called ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI (Asynchronous Network Interface) Controller	Included
BCM (Business Communication Manager)	Includes Vesta Pallas only Excludes all other technologies
Cable(s)	Excluded
CIM (Console Interface Module)	Includes Sentinel Patriot Excludes all other technologies
CRU (Call Record Unit)	Included
CIU (CAD Interface Unit)	Included
Computer(s)/Workstation	Includes computers sourced by Cassidian Communications and sold by Motorola that directly interface with or control the Cassidian Communications Systems, monitor, sound card, keyboards, mice and trackballs. Excludes defective or phosphor-burned cathode ray tubes (CRT) and burned-in flat panel display image retention.
Controllers	Includes Vesta Standard Excludes all other technologies
DBU (Data Base Unit)	Includes Vesta Standard Excludes all other technologies
Digital Logging Recorders, Logging Recorders and Recording Equipment	Includes Pyxis, Cassidian Communications sourced and sold by Motorola Excludes all other technologies see SOW specifically for NICE logging recorders
Herbie	Includes Vesta systems only Excludes Sentinel Patriot
Line Boosters/Amplifier/Short haul modems	Excluded
Modified Network LAN Switch	Included
Modem(s)	Includes ALI modem sources and sold by Motorola Excludes all other technologies
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications Systems. Excludes Non-Certified monitors, defective or phosphor-burned cathode ray tubes (CRT), flat panel monitors with burned in image retention and monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
MTU (Multi-line Trunk Unit)	Includes Vesta Pallas only Excludes All other technologies
Printer(s)	Includes Cassidian Communications sourced and sold by Motorola that directly interface with the communications System
Power Supplies, PSU (Power Supply Unit)	Includes Vesta Pallas, Vesta Standard Excludes all other technologies
RMU (Remote Maintenance Unit)	Includes Vesta Standard only Excludes all other technologies
Ring Generator(s)	Included
Routers	Included
RIS (Radio Interface Subset)	Included (note, only works with the Herbie)
Server(s) ALI	Includes Vesta servers, Sentinel Patriot Excludes all other technologies
Telephone(s)	Includes 911 and KEM administrator telephone sourced with the 911 System and sold by Motorola. Excludes Nortel (Avaya) telephone sets
TIU (Trunk Interface Unit)	Includes Vesta Standard Excludes all other technologies

Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub, Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI). Excludes all other technologies see SOW specifically for NICE logging recorders
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (CommandSTAR, CommandSTAR lite, Centracom Gold Elite MCC7500, MCC7500 w/ VPM, MCC5500, MIP5000, MC1000, MC2000, MC2500, MC3000) as part of complete communication System – Including headset jacks, dual footswitches, and gooseneck microphones and Console Interface Electronics. Excludes cables
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

Digital In-Car Video Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Cables, connectors and testers	Excluded
Cameras	Includes 22X Front Camera. Excludes rear cameras
Data Talker Wireless Transmitters	Excluded
Digital Video Recorder	Includes Base unit running DP-2 software
Data Storage Module	Included
LCD Monitor	Includes DP-1 & DP-2 versions only
Video Retrieval	It is the customer's responsibility to remove the video before sending the DSM into the Motorola Repair Depot for repair. Video retrieval is a separate service and is excluded from this SOW.

MOTOTRBO Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
XRC9000 Contoller	Included TT2213* single site; TT2215* multi site *Next day (24 hour) delivery if request is received before 1:00 p.m. CST; Second day (48 hour) delivery if request is received after 1:00 p.m. CST
MTR3000	Includes T3000
MIP5000 MOTOTRBO Gateway	Includes L3598
XRT9000 Gateway	Includes TT2386A

Statement of Work

OnSite Infrastructure Response With Local Dispatch

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response by a Servicer. A Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1 Continuously receive service requests.
- 2.2 Assign and dispatch technical resources and provide estimated time of arrival (ETA) to Customer.
- 2.3 Servicer will perform the following on-site:
 - 2.3.1 Run diagnostics on the Infrastructure or FRU.
 - 2.3.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.3.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.3.4 If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.4 Verify with Customer that Restoration is complete or System is functional. If Customer cannot be contacted within twenty (20) minutes of Restoration, the Servicer will leave the Customer site.
- 2.5 Provide the service ticket document to Customer, when requested. Service ticket document should include the following:
 - 2.5.1 Resolution action.
 - 2.5.2 Provide defective FRU or part number (model #) used.

3.0 Customer has the following responsibilities:

- 3.1 Contact Servicer, as necessary, to request service Continuously.
- 3.2 Allow Servicers access to Equipment.
- 3.3 Supply Infrastructure or FRU as needed in order for Motorola to Restore the System as set forth in paragraph 2.3.2.
- 3.4 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.5 Maintain and store in an easily accessible location proper System backups.
- 3.6 For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.7 Contact the Servicer upon expiration of Response time goal.
- 3.8 Upon being contacted by the Servicer requesting Verification of a Restoration as described above in Section 2.4, respond to that request within twenty (20) minutes.
- 3.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide this service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Time Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Regular Response Time	Premier Response Time	Limited Response Time
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day

Service Terms and Conditions

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

Section 1 APPLICABILITY

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

Section 2 DEFINITIONS AND INTERPRETATION

- 2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

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

Section 4 SCOPE OF SERVICES

- 4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.
- 4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- 4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.



- 4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

- 5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- 5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CUSTOMER Contact

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

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL**



OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

- 10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
- 10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any commercial loss; inconvenience; loss of use, Time, DATA, GOOD WILL, REVENUES, profits or savings; or other SPECIAL, incidental, INDIRECT, OR consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

- 12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- 12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- 13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its



obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

- 13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- 13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.
- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void.



Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

- 17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



Exhibit E
System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.G.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: MJ Lamon, Project Coordinator

Item Activity:

Subject: 2015 Edina Community Council Appointments

Action

ACTION REQUESTED:

Appoint City representatives to the Edina Community Council.

INTRODUCTION:

The Edina Community Council is the decision making body for the Edina Family Services Collaborative and acts as the Advisory Council for the Edina Resource Center (ERC).

ATTACHMENTS:

Staff Report: 2015 Edina Community Council Appointments

REPORT / RECOMMENDATION



Date: November 17, 2015

To: City Council and Mayor

From: MJ Lamon, Project Coordinator

Subject: Edina Community Council appointments.

Action Requested:

Appoint City representatives to the Edina Community Council.

Information / Background:

The following Edina Community Council appointment requests were forwarded from the Edina Resource Center:

Organization	Appointment	Term
Human Rights and Relations Commission	Dr. Ellen Kennedy, HRRC Commissioner	6/30/2018
Edina Public Health	Jeff Brown, Community Health Administrator	6/30/2018



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.H.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Patty McGrath, General Manager Edinborough
Park/Aquatic Center

Item Activity:

Subject: Request for Purchase: Edinborough Park
Security Camera Replacement

Action

ACTION REQUESTED:

Approve request for purchase for Edinborough Park security camera system.

INTRODUCTION:

This is an approved 2015 CIP that will provide increased safety and security for all guests and staff of Edinborough Park. This system includes interior and exterior cameras and will connect to the city-wide system supported by the IT department.

ATTACHMENTS:

Request for Purchase: Edinborough Park Security Camera Replacement
Security Camera Quote

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



Date: November 17, 2015

To: Mayor and City Council

From: Patty McGrath, General Manager Edinborough Park/Aquatic
Subject: Center

The Recommended Bid is

Within Budget

Not Within Budget

Edinborough Park Security Camera Replacement
Date Bid Opened or Quote Received: **Bid or Expiration Date:**

10/26/2015
Company:

11/26/2015
Amount of Quote or Bid:

Pro-Tec Design

\$68,805.84

Recommended Quote or Bid:

Pro-Tec Design

Information/Background:

It is necessary to update the security camera system at Edinborough Park to ensure the safety of our staff and guests, as well as the security of our property. Due to the large number of entrances and exits and the proximity of adjoining properties, the camera system will provide greater protection for the park and our association partners (i.e.: Corporate Center, Brookdale Edina, Residence Inn). This proposal includes the addition of exterior cameras, which we don't currently have. Pro-Tec has installed effective security systems at the Aquatic Center, Public Works and City Hall. This is a state contract.

The project relates to the Vision Edina statement that Edina is willing to use its resources and expertise to apply new ideas and technology. The current system has many limitations and was installed in 2006. It is a stand-alone system with limited capacity related to video quality, storage and review. A more efficient web-based system would allow us remote access to view the park, maintain a safe environment for the public, and view clear images of the facility. This system provides significantly better resolution.

This is an approved 2015 CIP. The budget for the project is \$73,865 and the cost is \$68,805. The new system also requires the installation of a new switch to enable connectivity. The City Technology Services

REQUEST FOR PURCHASE
IN EXCESS OF \$20,000/CHANGE ORDER

Department will purchase the switch through Sysco and install the switch. The cost of the new switch is \$3,000, which still brings the project in under budget at a total cost of \$71,805.



5005 Cheshire Parkway - Suite #3 - - Minneapolis - MN - 55446
 Phone: 763-553-1477 - Fax: 763-553-0204 - Email: solutions@pro-tecdesign.com

Sold To: City of Edina
 Nick Lovejoy
 4801 West 50th Street
 Edina, MN 55424
 United States

Phone: (612) 203-0857
Fax:
Email: nlovejoy@EdinaMN.Gov

Ship To: City of Edina
 Nick Lovejoy
 7700 York Ave S
 Edina, MN 55435
 United States

Phone: (612) 203-0857
Fax:
Email: nlovejoy@EdinaMN.Gov

Edinborough Park Camera Additions

The following proposal outlines the necessary items for the installation and replacement of the video surveillance system at Edinborough Park.

Each camera has been listed individually (replacements along with new additions) for easier evaluation and understanding.

Proposal

Date	Quote Valid For
10/26/15	30 days

Quote #	Rep	Terms
PTDQ9140-01	Tim Ferrian	Net 30 days

Line	Qty	Description	Unit Price	Ext. Price
1		1.		
2	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
3	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
4	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
5	50	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$20.00
6	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
7	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
8	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
9	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
10	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
11	1	SHIPPING	\$28.89	\$28.89
12	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
13	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
14	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
15	0.5	PROJECT MANAGER	\$88.00	\$44.00
16		SubTotal		\$1,438.44
17				
18		2.		
19	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12

20	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
21	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
22	50	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$20.00
23	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
24	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
25	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
26	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
27	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
28	1	SHIPPING	\$28.89	\$28.89
29	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
30	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
31	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
32	0.5	PROJECT MANAGER	\$88.00	\$44.00
33		SubTotal		\$1,438.44
34				
35		3.		
36	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
37	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
38	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
39	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
40	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
41	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
42	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
43	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
44	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
45	1	SHIPPING	\$28.89	\$28.89
46	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
47	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
48	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
49	0.5	PROJECT MANAGER	\$88.00	\$44.00
50		SubTotal		\$1,458.44
51				
52		4.		
53	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
54	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
55	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
56	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
57	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
58	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
59	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
60	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
61	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
62	1	SHIPPING	\$28.89	\$28.89
63	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
64	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00

65	5.5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$484.00
66	0.5	PROJECT MANAGER	\$88.00	\$44.00
67		SubTotal		\$1,522.44
68				
69		5.		
70	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
71	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
72	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
73	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
74	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
75	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
76	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
77	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
78	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
79	1	SHIPPING	\$28.89	\$28.89
80	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
81	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
82	5.5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$484.00
83	0.5	PROJECT MANAGER	\$88.00	\$44.00
84		SubTotal		\$1,522.44
85				
86		6.		
87	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
88	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
89	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
90	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
91	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
92	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
93	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
94	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
95	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
96	1	SHIPPING	\$28.89	\$28.89
97	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
98	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
99	5.5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$484.00
100	0.5	PROJECT MANAGER	\$88.00	\$44.00
101		SubTotal		\$1,532.44
102				
103		7.		
104	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
105	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
106	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
107	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
108	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
109	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83

110	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
111	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
112	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
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114	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
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116	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
117	0.5	PROJECT MANAGER	\$88.00	\$44.00
118		SubTotal		\$1,458.44
119				
120		8.		
121	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
122	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
123	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
124	1	MOUNTING BRACKET, POLE, T91A67. INCLUDES STEEL POLE STRAPS AND AXIS T94A01D PENDANT KIT. RECOMMENDED MOUNTING TOOL IS AXIS PN 21776.	\$97.56	\$97.56
125	1	PENDANT KIT, FITS WALL MOUNT BRACKET OR 1.5" NPT THREAD, FOR P3343-V OR P3344-V	\$38.43	\$38.43
126	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
127	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
128	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
129	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
130	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
131	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
132	1	SHIPPING	\$28.89	\$28.89
133	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
134	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
135	8	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$704.00
136	1	PROJECT MANAGER	\$88.00	\$88.00
137		SubTotal		\$1,942.43
138				
139		9.		
140	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
141	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
142	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
143	1	MOUNTING BRACKET, POLE, T91A67. INCLUDES STEEL POLE STRAPS AND AXIS T94A01D PENDANT KIT. RECOMMENDED MOUNTING TOOL IS AXIS PN 21776.	\$97.56	\$97.56
144	1	PENDANT KIT, FITS WALL MOUNT BRACKET OR 1.5" NPT THREAD, FOR P3343-V OR P3344-V	\$38.43	\$38.43
145	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
146	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
147	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
148	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
149	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
150	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
151	1	SHIPPING	\$28.89	\$28.89
152	0.5	ENGINEERING SERVICES	\$88.00	\$44.00

153	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
154	8	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$704.00
155	1	PROJECT MANAGER	\$88.00	\$88.00
156		SubTotal		\$1,942.43
157				
158		10.		
159	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
160	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
161	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
162	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
163	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
164	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
165	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
166	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
167	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
168	1	SHIPPING	\$28.89	\$28.89
169	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
170	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
171	7	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$616.00
172	0.75	PROJECT MANAGER	\$88.00	\$66.00
173		SubTotal		\$1,696.44
174				
175		11.		
176	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
177	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
178	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$800.11	\$800.11
179	1	MOUNTING BRACKET, POLE, T91A67. INCLUDES STEEL POLE STRAPS AND AXIS T94A01D PENDANT KIT. RECOMMENDED MOUNTING TOOL IS AXIS PN 21776.	\$97.56	\$97.56
180	1	PENDANT KIT, FITS WALL MOUNT BRACKET OR 1.5" NPT THREAD, FOR P3343-V OR P3344-V	\$38.43	\$38.43
181	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
182	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
183	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
184	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
185	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
186	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
187	1	SHIPPING	\$28.89	\$28.89
188	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
189	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
190	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
191	0.5	PROJECT MANAGER	\$88.00	\$44.00
192		SubTotal		\$1,901.43
193				
194		12.		
195	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
196	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68

197	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
198	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
199	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
200	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
201	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
202	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
203	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
204	1	SHIPPING	\$28.89	\$28.89
205	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
206	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
207	5.5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$484.00
208	0.5	PROJECT MANAGER	\$88.00	\$44.00
209		SubTotal		\$1,532.44
210				
211		13.		
212	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
213	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
214	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
215	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
216	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
217	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
218	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
219	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
220	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
221	1	SHIPPING	\$28.89	\$28.89
222	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
223	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
224	5.5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$484.00
225	0.5	PROJECT MANAGER	\$88.00	\$44.00
226		SubTotal		\$1,532.44
227				
228		14. Gym Camera #1		
229	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
230	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
231	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
232	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
233	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
234	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
235	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
236	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
237	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
238	1	SHIPPING	\$28.89	\$28.89
239	1	LIFT RENTAL, HALF DAY	\$200.00	\$200.00
240	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
241	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00

242	6	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$528.00
243	0.75	PROJECT MANAGER	\$88.00	\$66.00
244		SubTotal		\$1,768.44
245				
246		15.		
247	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
248	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
249	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
250	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
251	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
252	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
253	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
254	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
255	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
256	1	SHIPPING	\$28.89	\$28.89
257	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
258	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
259	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
260	0.5	PROJECT MANAGER	\$88.00	\$44.00
261		SubTotal		\$1,458.44
262				
263		16. Pool Camera		
264	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
265	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
266	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, OUTDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$978.11	\$978.11
267	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
268	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
269	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
270	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
271	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
272	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
273	1	SHIPPING	\$28.89	\$28.89
274	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
275	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
276	6	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$528.00
277	0.75	PROJECT MANAGER	\$88.00	\$66.00
278		SubTotal		\$2,033.44
279				
280		17.		
281	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
282	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
283	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$800.11	\$800.11
284	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
285	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
286	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83

287	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
288	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
289	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
290	1	SHIPPING	\$28.89	\$28.89
291	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
292	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
293	6	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$528.00
294	0.75	PROJECT MANAGER	\$88.00	\$66.00
295		SubTotal		\$1,865.44
296				
297		18.		
298	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
299	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
300	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
301	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
302	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
303	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
304	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
305	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
306	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
307	1	SHIPPING	\$28.89	\$28.89
308	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
309	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
310	7	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$616.00
311	0.75	PROJECT MANAGER	\$88.00	\$66.00
312		SubTotal		\$1,696.44
313				
314		19.		
315	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
316	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
317	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
318	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
319	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
320	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
321	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
322	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
323	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
324	1	SHIPPING	\$28.89	\$28.89
325	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
326	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
327	7	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$616.00
328	0.75	PROJECT MANAGER	\$88.00	\$66.00
329		SubTotal		\$1,696.44
330				
331		20.		

332	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
333	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
334	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$800.11	\$800.11
335	250	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$100.00
336	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
337	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
338	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
339	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
340	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
341	1	SHIPPING	\$28.89	\$28.89
342	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
343	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
344	8	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$704.00
345	1	PROJECT MANAGER	\$88.00	\$88.00
346		SubTotal		\$2,093.44
347				
348		21.		
349	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
350	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
351	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, OUTDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$978.11	\$978.11
352	250	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$100.00
353	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
354	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
355	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
356	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
357	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
358	1	SHIPPING	\$28.89	\$28.89
359	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
360	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
361	8	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$704.00
362	1	PROJECT MANAGER	\$88.00	\$88.00
363		SubTotal		\$2,271.44
364				
365		22. Cul-de-sac Camera (wireless)		
366	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
367	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
368	1	BULLET-STYLE OUTDOOR-READY NETWORK CAMERA WITH 1080P DETAIL, BUILT-IN IR LEDS AND 18X OPTICAL ZOOM	\$1,245.11	\$1,245.11
369	2	SOFTWARE OPTION, 30 MBS THROUGHPUT LICENSE FOR FM3100 MITO SERIES RADIOS. LICENSING REQUIRED FOR BOTH TRANSMITTER AND RECEIVER.	\$457.14	\$914.28
370	2	FLUIDMESH 3100 MITO, SINGLE MIMO RADIO DEVICE, 1 MBIT/S ETHERNET THROUGHPUT, 4.9-5.8 GHZ WITH INTEGRATED PANEL ANTENNAS, (2) ETHERNET PORTS, INCLUDES PASSIVE POE INJECTOR, AC 90-240V POWER SUPPLY	\$1,714.29	\$3,428.58
371	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
372	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
373	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83

374	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
375	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
376	1	WARRANTY & SUPPORT (1 YEAR)	\$75.00	\$75.00
377	1	SHIPPING	\$63.33	\$63.33
378	1	LIFT RENTAL, HALF DAY	\$200.00	\$200.00
379	1	ENGINEERING SERVICES	\$88.00	\$88.00
380	1	CAD DESIGN SERVICE	\$88.00	\$88.00
381	16	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$1,408.00
382	2	PROJECT MANAGER	\$88.00	\$176.00
383		SubTotal		\$8,010.74
384				
385		23.		
386	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
387	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
388	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, OUTDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$978.11	\$978.11
389	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
390	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
391	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
392	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
393	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
394	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
395	1	SHIPPING	\$28.89	\$28.89
396	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
397	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
398	6	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$528.00
399	0.75	PROJECT MANAGER	\$88.00	\$66.00
400		SubTotal		\$2,013.44
401				
402		24.		
403	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
404	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
405	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$800.11	\$800.11
406	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
407	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
408	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
409	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
410	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
411	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
412	1	LIFT RENTAL, HALF DAY	\$200.00	\$200.00
413	1	SHIPPING	\$28.89	\$28.89
414	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
415	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
416	6	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$528.00
417	0.75	PROJECT MANAGER	\$88.00	\$66.00
418		SubTotal		\$2,065.44

419				
420		25. POS #1 Camera		
421	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
422	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
423	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
424	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
425	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
426	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
427	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
428	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
429	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
430	1	SHIPPING	\$28.89	\$28.89
431	1	LIFT RENTAL, HALF DAY	\$200.00	\$200.00
432	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
433	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
434	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
435	0.5	PROJECT MANAGER	\$88.00	\$44.00
436		SubTotal		\$1,698.44
437				
438		26. POS #2 Camera		
439	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
440	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
441	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
442	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
443	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
444	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
445	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
446	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
447	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
448	1	SHIPPING	\$28.89	\$28.89
449	1	LIFT RENTAL, HALF DAY	\$200.00	\$200.00
450	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
451	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
452	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
453	0.5	PROJECT MANAGER	\$88.00	\$44.00
454		SubTotal		\$1,698.44
455				
456		27. Concession #1 Camera		
457	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
458	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
459	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
460	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
461	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
462	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
463	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74

464	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
465	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
466	1	SHIPPING	\$28.89	\$28.89
467	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
468	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
469	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
470	0.5	PROJECT MANAGER	\$88.00	\$44.00
471		SubTotal		\$1,458.44
472				
473		28. Concession #2 Camera		
474	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
475	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
476	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
477	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
478	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
479	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
480	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
481	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
482	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
483	1	SHIPPING	\$28.89	\$28.89
484	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
485	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
486	5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$440.00
487	0.5	PROJECT MANAGER	\$88.00	\$44.00
488		SubTotal		\$1,458.44
489				
490		29. Corporate Center Entrance Camera		
491	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
492	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
493	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
494	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
495	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
496	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
497	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
498	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
499	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
500	1	SHIPPING	\$28.89	\$28.89
501	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
502	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
503	7	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$616.00
504	0.75	PROJECT MANAGER	\$88.00	\$66.00
505		SubTotal		\$1,656.44
506				
507		30. Main Entrance Camera		
508	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12

509	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
510	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$800.11	\$800.11
511	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
512	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
513	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
514	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
515	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
516	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
517	1	SHIPPING	\$28.89	\$28.89
518	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
519	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
520	7	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$616.00
521	0.75	PROJECT MANAGER	\$88.00	\$66.00
522		SubTotal		\$1,943.44
523				
524		31.Parking Lot General View Camera		
525	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
526	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
527	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, OUTDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$978.11	\$978.11
528	1	WALL MOUNT BRACKET, T91A61, FOR P33 SERIES/Q6032/Q5532E/Q5534	\$97.56	\$97.56
529	1	PENDANT KIT, FITS WALL MOUNT BRACKET OR 1.5" NPT THREAD, FOR P33-VE SERIES	\$48.29	\$48.29
530	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
531	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
532	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
533	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
534	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
535	1	WARRANTY & SUPPORT (1 YEAR)	\$32.00	\$32.00
536	1	SHIPPING	\$28.89	\$28.89
537	1	LIFT RENTAL, HALF DAY	\$500.00	\$500.00
538	0.5	ENGINEERING SERVICES	\$86.16	\$43.08
539	0.5	CAD DESIGN SERVICE	\$86.16	\$43.08
540	12	SYSTEMS IMPLEMENTATION SPECIALIST III	\$86.16	\$1,033.92
541	1.5	PROJECT MANAGER	\$86.16	\$129.24
542		SubTotal		\$3,278.61
543				
544		32.		
545	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
546	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
547	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, OUTDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$978.11	\$978.11
548	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
549	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
550	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
551	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
552	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40

553	1	WARRANTY & SUPPORT (1 YEAR)	\$28.00	\$28.00
554	1	SHIPPING	\$28.89	\$28.89
555	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
556	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
557	7	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$616.00
558	1	PROJECT MANAGER	\$88.00	\$88.00
559		SubTotal		\$2,151.44
560				
561		33. Dock Camera		
562	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
563	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
564	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, OUTDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$978.11	\$978.11
565	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
566	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
567	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
568	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
569	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
570	1	WARRANTY & SUPPORT (1 YEAR)	\$28.00	\$28.00
571	1	SHIPPING	\$28.89	\$28.89
572	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
573	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
574	6	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$528.00
575	0.75	PROJECT MANAGER	\$88.00	\$66.00
576		SubTotal		\$2,021.44
577				
578		34.		
579	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
580	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68
581	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
582	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
583	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
584	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
585	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
586	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
587	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
588	1	SHIPPING	\$28.89	\$28.89
589	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
590	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
591	6.5	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$572.00
592	0.75	PROJECT MANAGER	\$88.00	\$66.00
593		SubTotal		\$1,652.44
594				
595		35. Gym Camera #2		
596	1	SOFTWARE, XPROTECT ENTERPRISE, DEVICE LICENSE, 1 CHANNEL	\$175.12	\$175.12
597	1	PMA SOFTWARE SUPPORT, XPROTECT ENTERPRISE, CAMERA LICENSE, 1 YEAR	\$31.68	\$31.68

598	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$533.11	\$533.11
599	200	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$80.00
600	1	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.67	\$3.67
601	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.83	\$7.83
602	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.74	\$1.74
603	1	MISC MATERIALS, CONNECTORS, ETC.	\$44.40	\$44.40
604	1	WARRANTY & SUPPORT (1 YEAR)	\$20.00	\$20.00
605	1	SHIPPING	\$28.89	\$28.89
606	1	LIFT RENTAL, HALF DAY	\$200.00	\$200.00
607	0.5	ENGINEERING SERVICES	\$88.00	\$44.00
608	0.5	CAD DESIGN SERVICE	\$88.00	\$44.00
609	7	SYSTEMS IMPLEMENTATION SPECIALIST III	\$88.00	\$616.00
610	0.75	PROJECT MANAGER	\$88.00	\$66.00
611		SubTotal		\$1,896.44

Total \$68,805.84

All applicable sales tax has been included.

Statement of Work

1. PTD to provide and install cameras desired.
2. Proposal follows state contract S-813(5) guidelines.

Exclusions

1. City of Edina to provide all servers, workstations, and network switches/connectivity needed for surveillance system.

Thank you again for giving me the opportunity to provide you with this information. If you should need any further clarification or assistance, don't hesitate to contact me! To proceed with the proposal, please sign the Proposal Acceptance portion of the proposal and return to me.

Tim Ferrian
5005 Cheshire Parkway North, Suite 3
Minneapolis, MN 55446
Email tferrian@pro-tecdesign.com
Office (763) 231-8617
Cell (763) 370-7115
Fax (763) 553-0204

GENERAL NOTES

1. Pricing is based on the work scope and drawings provided to Pro-Tec Design.
2. 110 VAC is PROVIDED by Others unless otherwise specified.
3. Pricing assumes any existing equipment to be re-used is in good operational order. Additional time and material to repair existing equipment is outside this scope of work.
4. Pricing assumes any existing equipment to be re-used is fully compatible with new equipment in this work scope.

PROPOSAL ACCEPTANCE

Edinborough Park Camera Additions

City of Edina
Nick Lovejoy
4801 West 50th Street
Edina, MN 55424
United States

City of Edina

Printed Name and Title: _____

Signature: _____ Date: _____

PO# / Reference # (optional): _____

Pro-Tec Design, Inc.

Printed Name and Title: _____ *Tim Ferran* _____ *Director of Sales & Marketing*

Signature:  _____ Date: _____

Pro-Tec Design, Inc.

Standard Terms and Conditions

1. No liquidated damages will be due.
2. Protection of our work in place is not Pro-Tec Design's responsibility.
3. We will dispose of debris created by our work into Owner-furnished trash bins or container at the site.
4. We do not accept back charges that have not been previously agreed to by us in writing.
5. Late payments will bear interest at the standard prevailing commercial rate.
6. Unless otherwise specified, you will be billed for 30% of the project total immediately after the receipt of an order (ARO). Prompt payment is required to order parts and cover other costs associated with project start-up.
7. We shall then be paid monthly progress payments for agreed upon milestones on or before the 18th day of each month for the value of our work in place plus materials and equipment designed, manufactured, or suitably stored on or off site by us, including any taxes required by law. All invoices shall be paid "Net 30" to ensure uninterrupted performance of work. Final payment is due 30 days following the completion of the project punchlist.
8. No provisions of this Proposal/Contract shall serve to void our rights under Mechanics' Lien Laws.
9. Nothing in this Proposal/Contract shall be construed to require us to continue performance of work if we do not receive timely payment for properly performed work and suitably stored materials.
10. We retain title to all equipment until installation is complete and reserve the right to retake possession of the same or any part thereof at your cost if default is made by you in any payment.
11. You shall furnish and make available to us at the site reasonable storage and parking facilities, and convenient delivery access to our work.
12. You shall provide uncluttered and safe access for us to perform our work.
13. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on a 8-hour day, 40-hour week basis. This Proposal/Contract does not include provision for our being required to perform overtime work for any reasons unless otherwise stated. An additional charge to the contract shall be made for any mutually agreed upon overtime.
14. We are not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for delays caused by any Architect, Engineer, Contractor, or Owner.
15. If any drawings, illustrations, or descriptive matter are furnished with this Proposal/Contract, they are approximate and submitted only to show the general style, arrangement, and dimensions of equipment offered. Final as-built drawings and specifications will be provided to the owner at project completion.
16. THERE ARE NO WARRANTIES THAT EXTEND BEYOND PRO-TEC DESIGN'S STATED SPECIFICATIONS, AND ALL IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.
17. The Owner shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work including materials delivered to the job site, which shall include the interests of Pro-Tec Design.
18. In case of dispute, the prevailing party shall be awarded reasonable attorney's fees.
19. This Proposal/Contract, including the provisions printed above and any specifications or other provisions attached hereto, when accepted by you and Pro-Tec Design shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded.
20. All work to be done during standard business hours, Monday through Friday unless otherwise noted or at a schedule that Pro-Tec Design believes will provide the most project continuity.
21. Pro-Tec Design will warranty the labor and materials covered under this quotation for one year from the date of substantial completion provided the Owner is current in their payments to Pro-Tec Design, Inc. Accounts that are not current shall not receive warranty work until said accounts are made current. Pro-Tec Design will respond during normal business hours Monday through Friday. Weekends, Holidays and after hours warranty support will be billable at standard overtime rates. Warranty does not include replacement or repair of equipment damaged by; Misuse, Over or Under Voltage, or "Acts of God" such as lightning or other weather related incidents. Warranty only covers the repair or replacement of any parts supplied by Pro-Tec and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to not in contract (NIC) equipment. NIC equipment is defined as any equipment not supplied by Pro-Tec or existing equipment that is re-used. The troubleshooting, repair or replacement of NIC equipment will be provided by Pro-Tec at a time and materials basis.
22. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire nor contract for services any employee or contractor who performs services hereunder without Pro-Tec Design's written consent
23. The design and/or intent of the items listed in this system specification is considered intellectual property and owned by Pro-Tec Design and will not be disclosed to any party other than those intended by Pro-Tec Design, except as required by law. Impermissible disclosure of this design/intent will subject the proprietor to Consultant Fees equivalent of the above listed design/build quotation. All materials are guaranteed to be as specified. Any alterations or deviation written or verbal from the above specifications involving extra costs will be executed and will become an extra charge over and beyond the above quotation.
24. This proposal and any documents associated with it supersede any prior verbal or written information provided.
25. Pro-Tec Design is not an insurer of Customer's risks and exposures. Pro-Tec shall not be liable for any failure to perform under this Agreement due to any "Act of God," "Force Majeure," of an other cause beyond Pro-Tec Design's control. Pro-Tec Design shall not be liable for any loss or damage caused in whole or in part from negligence, fault, or wrongful act of Customer or of any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are, or may be, conferred on any other party as a third-party beneficiary, by transfer or assignment, or otherwise. Pro-Tec Design's total liability is limited to the contract price; as matter of law, this limitation does not apply to fraud, willful injury, or willful violation of the law.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.I.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Ross Bintner P.E. – Environmental Engineer

Item Activity:

Subject: Request for Purchase: Engineering Services for
Sanitary Capacity Evaluation

Action

ACTION REQUESTED:

Authorizing City Manager to Sign Engineering Services Proposal for Sanitary Capacity Evaluation.

INTRODUCTION:

This project is funded by the sanitary and water utility fund. The project is listed in the 2015-2019 CIP under project #15-147. The results of this project will inform future capital improvement recommendations and land use decision making during the development of the next comprehensive plan. The attached request for purchase and scope of service documents describes the project in greater detail.

ATTACHMENTS:

Request for Purchase: Engineering Services for Sanitary Capacity Evaluation

Barr Engineer - Scope of Service

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



Date: November 17, 2015

To: MAYOR AND CITY COUNCIL

From: Ross Bintner P.E. – Environmental Engineer

Subject: Request for Purchase: Engineering Services for Sanitary Capacity Evaluation

The Recommended Bid is

Within Budget

Not Within Budget

Date Bid Opened or Quote Received:

October 19, 2015

Bid or Expiration Date:

N/A

Company:

Barr Engineering Company

Amount of Quote or Bid:

\$165,205

Recommended Quote or Bid:

Barr Engineering Company

Information/Background:

The Edina Comprehensive Plan was last updated in 2008. In acknowledgement of pressure to redevelop to mixed uses, and a projected increase in development density, a sanitary sewer model was created and is described in Comprehensive Plan Chapter 8. The model has been used to describe trends in system flow and to model existing pipe capacity.

In 2011 the Met Council completed a relief interceptor serving Richfield and Edina extended to Edina's border at 75th and Xerxes. This relief interceptor provides ample sanitary capacity for future growth in Southeast Edina. The 2008 plan describes the need for subsequent demand analysis as development and flow trends become clearer, and the construction of additional flow capacity in southeast Edina to extend the capacity available in the MCES system.

While city wide flow over the past decade exhibits a flat to downward trend; Edina continues to see significant demand growth through development proposals around Southeast Edina and Pentagon Park, consistent with the 2008 plan. Edina is also experiencing modest local demand growth at commercial nodes such as 50th and France, Grandview, Cahill and Valleyview/Wooddale. Development density in 2008 comp plan, revised populations and workforce estimates and recent development related modifications continue to exemplify this trend of localized sanitary demand growth.

This project will collect and acquire data, adapt and calibrate a sanitary sewer flow model, project future growth scenarios, identify current and future capacity constraints, provide alternatives to meet current and future demand, investigate cost and feasibility of a subset of alternatives, and provide preliminary engineering for recommend capital improvements.

The objective of this project is to update and enhance the existing sanitary system model, test a variety of probable development scenarios, judge the adequacy of existing infrastructure to meet future service demand, evaluate and define system risks and backup prevention practices, identify areas prone to backup and recommend standards of practice, policy or capital improvements that serve future demand and mitigate risk.

This project is funded by the sanitary and water utility fund. The project is listed in the 2015-2019 CIP under project #15-147 that includes funding of \$120,000 in 2015 and \$250,000 in 2016 for study and preliminary engineering. The results of this project will inform land use decision making during the development of the next comprehensive plan and may lead to CIP recommendations designed as early as 2016 with construction in 2017.

Consultant Selection Process

A Request for Proposals for the Study was published on September 16, 2015. On October 19, 2015 staff received proposals from the following consultants: AE2S, Barr Engineering, Bolton and Menk, CDM Smith, HR Green, Stantec, and WSB & Associates.

Proposals were evaluated and select consultants were interviewed by a selection committee made up of staff from the engineering, public works departments. Staff then worked with Barr to further refine the scope of services. Staff recommends approving the proposal with Barr Engineering Company

REQUEST FOR PURCHASE
IN EXCESS OF \$20,000/CHANGE ORDER

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November 6, 2015

Mr. Ross Bintner, PE
Environmental Engineer
City of Edina Engineering Department
7450 Metro Boulevard
Edina, MN 55439

Re: Agreement for Comprehensive Sewer Planning - Southeast Edina Sewer Preliminary Engineering

Dear Mr. Bintner:

Barr will complete the proposed scope of work (attached) in accordance with the Master Agreement for Professional Engineering Services. Project fees will be billed on a time and expense basis, not to exceed the total of \$165,205 without prior approval from authorized City of Edina staff.

We appreciate the opportunity to continue providing engineering services to the City of Edina and look forward to working with you on this project. If the proposed scope of services and fees are satisfactory, please sign a copy of this letter in the space provided, and return it to us at your earliest convenience.

Sincerely,

BARR ENGINEERING CO.

By 

Brian K. LeMon

Its Vice President

Accepted this ___ day of _____, 2015

CITY OF EDINA

By _____

Its _____

proposal for
comprehensive sewer planning
Southeast Edina sewer preliminary engineering

Prepared for the City of Edina





November 6, 2015

Ross T. Bintner, PE
City of Edina Engineering Department
7450 Metro Boulevard
Edina, MN 55439

Re: Request for proposal for comprehensive sewer planning, Southeast Edina sewer preliminary engineering

Dear Mr. Bintner:

Barr Engineering Co. (Barr) is pleased to submit our proposal to the City of Edina to complete sanitary sewer modeling, planning, and engineering services. As the city of Edina develops, you want to prepare to serve areas of increasing demand while safely and efficiently maintaining existing service. We can help. Barr's modeling expertise, along with our deep understanding of your sanitary sewer system, puts us in the best position to assist the city because:

- **Familiarity with your system enables us to focus our efforts and maximize your value.** Barr has worked on projects in the city of Edina for decades, building a strong resume and deep understanding of the unique character of your city. We have worked on your sanitary system since 2005 when we built the detailed XP-SWMM model that represents the city's sanitary sewer system and continue to use the model to assist the city in planning redevelopment projects. We already know the areas where your system is close to full capacity and have protocols set up to address redevelopment requests.
- **A proven ability to evaluate and advise on utility service policy results in valuable recommendations that are consistent with industry standards.** We have added Bryan Oakley to our team because of his experience assisting municipal clients in developing utility ordinances and engineering guidelines for utility construction. He helped prepare the "Sanitary Sewer Utility Connections" and "Storm Sewer Utility Connections" sections of a stormwater manual for the City of Minneapolis. Bryan's experience will be instrumental in preparing policy and recommending capital improvements that will prepare you to meet redevelopment pressures.
- **A deep bench of H&H experts with extensive XP-SWMM knowledge will assure your project is done right, within the desired timeframe.** With a dedicated team of over 30 experienced H&H modelers, including our proposed project manager Sarah Stratton, Barr has the capacity and the technical knowledge to get your project done both efficiently and accurately. We have built a reputation for XP-SWMM technical excellence. In fact, our expert modeling team is often called on to review others' models and suggest modifications to improve the reliability of the results, earning the respect of clients, regulators, and outside reviewers.

Our team will be led by a seasoned **project manager Sarah Stratton, CFM, ENV SP**, a familiar face who has a proven track record of managing and delivering successful H&H modeling projects, including those for the City of Edina. An experienced project manager, her strength lies in the details, a quality needed to successfully complete H&H modeling projects and meet schedule commitments.

We look forward to working with you. If you have any questions regarding our qualifications, please contact me (blemon@barr.com, 952-832-2774) or Sarah Stratton (sstratton@barr.com, 952-832-2860).

Sincerely,

A handwritten signature in black ink, appearing to read "B. LeMon".

Brian LeMon, PE
Vice President, Principal in Charge

A handwritten signature in blue ink, appearing to read "Sarah Stratton".

Sarah Stratton, CFM, ENV SP
Project Manager

contents

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attachment A: figures
attachment B: detailed cost spreadsheet

WR03P152.15

project understanding

Edina has experienced a great deal of change over the past few decades. The Southdale area has grown as redevelopment pressures have shaped the area into a more vertical environment. Numerous one- and two-story buildings are being torn down and replaced by taller buildings that are increasing population density and adding load to your sanitary system. Barr has provided sanitary services with the same staff for the last 10 years. We bring continuity and in-depth knowledge of your system, and we're committed to providing ongoing support as you continue to plan for and address redevelopment issues.

With redevelopment comes the need to evaluate and assess the capability of your sanitary system to meet changing loads. Metropolitan Council Environmental Services (MCES) saw the need for added capacity in southeast Edina and increased the capacity of interceptor 1-RF-491. As individual redevelopment requests are put in front of the city, Edina staff need a way to determine if similar utility upgrades are needed to meet increased demand. This project is about providing you the tools and experts needed to make those assessments that can help form the policy that will allow you to deal with property owners and developers fairly.

The drivers for this project are:

- redevelopment pressure in and around Southeast Edina including Pentagon Park, 50th and France, Grandview, Cahill and the Valley View/Wooddale area
- the upcoming comprehensive planning cycle and accompanying sanitary sewer comprehensive plan
- need for policy updates to address redevelopment and other issues

With our in-depth knowledge of your sanitary system and the redevelopment within the city, Barr is well positioned to help you prepare a thoughtful, comprehensive, and forward-thinking plan that addresses system capacity constraints and documents policies for future growth and program implementation.

City staff and council members will need to make big decisions about aging infrastructure and its ability to meet increasing demands as redevelopment continues. Some will be multi-million dollar decisions. City staff need accurate, up-to-date tools to make informed decisions related to these infrastructure issues. Barr will develop an updated sanitary sewer system model, calibrated to new water sales data, to provide the basis and support for infrastructure improvement decisions.

The city will also benefit from Barr's institutional knowledge. Barr developed and calibrated the existing XP-SWMM sanitary sewer model, allowing us to hit the ground running. **Attachment A** includes a figure showing the extents of the city's existing sanitary sewer model and locations of the MCES interceptors that receive flow from the city. A second figure shows an example of the output of a previous capacity study. We already know the choke points in your system and have ideas about how to alleviate them. Our many years of experience attending meetings with MCES and the City of Bloomington will enable us to walk you through these issues and will enhance our future planning and design efforts in the City of Edina.

firm background and experience

Barr's commitment to municipal infrastructure and water resources is strong. More than 150 of our Minneapolis-based engineers and scientists are engaged in water resources engineering and design, wastewater management, stormwater management, wetland management, limnology, and landscape ecology. Our breadth and depth of experience means we can provide innovative solutions to any wastewater or water resource challenge we encounter.

Barr's engineers and scientists use XP-SWMM extensively to model complex sanitary and storm sewer systems and have found it to be accurate and helpful in solving complex problems. Solutions not originally expected by modelers have become evident when minor changes to the sewer system were modeled using XP-SWMM. These solutions to municipal inflow and infiltration (I&I) problems save our clients significant amounts of money and maximize the use of existing resources.

experience with wastewater projects

Barr has extensive experience working on the planning, design, and operation of municipal and industrial wastewater collection, pumping, and treatment systems. We have assisted Edina with 10 separate projects analyzing the impacts of new development to the sanitary sewer system, including the Grandview area, the Westin, the Byerly's site, and others. In addition, we have worked on hundreds of lift stations and treatment plants across the upper Midwest. As proof, an abbreviated list of lift station projects is included in table 1 below. Our team's experience includes collection system planning and design, sewer separation projects, lift stations, wastewater treatment plants, and policy and ordinance preparation. Most of this experience is Barr specific but also includes work by our current team members in previous positions. A list of the most relevant work is included below.

sanitary-sewer system inflow, infiltration, and capacity study

client: City of Edina

services provided:

- sanitary-sewer system infiltration and inflow analysis
- comprehensive planning
- XP-SWMM modeling to determine collection system capacity

Over the past 15 years, land south of Southdale Mall was developed, and sites adjacent to the mall were proposed for large residential complexes and hotel projects, which now exist. When these buildings were in the proposal stage, the City of Edina wanted to be sure its existing sanitary-sewer capacity was adequate to handle added flow from the proposed projects. At the same time, Metropolitan Council Environmental Services (MCES) initiated a program to reduce infiltration and inflow (I&I) originating in communities that convey sewage to them for treatment. MCES requires that all communities with excessive I&I prepare an engineering study to identify the sources of the I&I and work to eliminate it at the source rather than make expensive modifications to their infrastructure such as interceptors and treatment plants. These projects also lined up with the time when communities were preparing their 2008 comprehensive plans. The City of Edina hired Barr to work on all three projects.

A cornerstone for this three-pronged planning and study effort was the XP-SWMM program, which was used to model the sanitary sewer in the study area and develop a model of existing conditions for the areas where development was proposed and where I&I was a problem. XP-SWMM was selected as the appropriate model for this effort because it was originally developed specifically to model combined sewer overflows. In addition, an XP-SWMM model of the city's storm-sewer system already existed, allowing for analysis of both systems at once which increased the likelihood of identifying I&I issues. Work included:

- gathering as-built sewer data and MCES meter data to define the pipes, manholes, and flow parameters needed to construct an accurate sanitary-sewer model for the area
- working with city staff and selecting developers to estimate appropriate existing and future flow factors for residential, commercial, industrial, and institutional properties using water sales data
- installing flow meters during dry and wet weather to gather flow data to calibrate the model
- constructing and running an XP-SWMM model of the study area
- identifying areas where existing sewers were not adequate to handle proposed flows
- identifying where excessive I&I was originating from by comparing predicted ponding over sanitary-sewer manholes to actual flow produced during a wet weather event
- preparing the sanitary-sewer component of the comprehensive plan

The work related to identifying where excessive I&I was originating was truly innovative. By running the storm sewer and sanitary sewer models in conjunction for a measured rainfall event when flow meters were installed in the sanitary system, Barr was able to create a map that prioritized the areas where the city could focus its effort to repair its sanitary system, knowing it would reduce I&I. Old, vented manholes covers were replaced with new, unvented covers. Manholes in need of repair could be prioritized based on likely contribution to I&I. The modeling effort resulted in a simple, easy-to-understand map that showed areas of highest I&I probability with graduated manhole symbols.

Following this work, Barr assisted the city on numerous occasions in assessing the capacity of existing sewers to handle the increased inflow from projects like the Filmtec expansion, the Westin, the Byerly's redevelopment, and a major Fairview Hospital expansion. During this process, we developed a new way to make assessing the availability of capacity in the existing sanitary sewer easier to accomplish. The innovative process resulted in simple-to-understand color-coded maps accompanied by tables that allow the user to check where a redevelopment is proposed. By knowing the number of sewer availability charge units associated with a given development, the user can check the map and table to see how many more units any given pipe in the mapped area can accept. Updating these maps is one of the main benefits for this project. Since the maps were created, a number of developments have been constructed, meaning the maps should be updated to keep them accurate.

other sanitary sewer projects

Barr has provided a variety of sanitary sewer related services to a number of clients, in some cases for close to two decades. This experience allows us to understand complex sanitary problems that can affect the way a community plans for system upgrades. It gives us access to numerous bid tabs for use in cost-estimating alternatives as well as access to the policy that many of these communities

have adopted to address reconstruction of aging infrastructure. A brief list of these clients and a short description of some of the work we've provided follows.

clients: Cities of Brainerd, Lakeville, Burnsville, St. Louis Park, Lilydale, Hibbing, and others

services provided:

- feasibility planning for major wastewater treatment plant renovations (Brainerd and Hibbing)
- identification of the source of difficult-to-treat pollutants (Brainerd)
- completed preliminary review for lift station upgrades (Burnsville, Lakeville, St. Louis Park)
- prepared engineering reports with cost estimates (numerous clients)
- prepared plans and specifications for bidding and construction administration (numerous clients)
- assisted with lift station standardization document (Burnsville)
- provided project management, design, and construction administration services (numerous clients)

Barr has worked with the City of Burnsville since 2008 to rehabilitate its aging and underperforming sanitary sewer lift stations. We completed preliminary review of the sewer sheds to establish design criteria for average and peak daily flows with consideration for future flows, prepared engineering reports with cost estimates, prepared plans and specifications for bidding, and provided construction administration. We also assisted with development of a lift station standardization document to use as a guide for future rehabilitation projects and new installations so that the City can limit the number of parts it needs to keep in stock for emergency repairs. Following this work, we provided full engineering services for the upgrade or replacement of the Maple Island Lift Station, the Keller Lake Lift Station, and the Echo Valley Lift Station.



The work provided for Burnsville was a result of a recommendation from then utilities supervisor Ken Seurer to City of Burnsville staff. Our work for Lakeville has been ongoing since the early 1990s and includes work on numerous lift stations. Tasks included planning efforts to identify flow requirements and development scenarios to ensure that station upgrades were adequate to address future flow requirements. Projects include station upgrades for lift stations 7-9, 22, Brandtjen Farm, and Prairie Lake.

In addition to the work for Burnsville and Lakeville, we have worked on hundreds of other stations. A partial list is shown below. Many of these projects required planning for future development so that the stations could be sized properly. Work for Edina will include alternatives analysis that may include lift stations. Edina will benefit from this experience since it allows us to analyze when and where a lift station or lift station upgrade makes sense and how much it will cost.

In addition to lift stations, Barr assisted Brainerd in the planning, permitting, and design of a \$24 million sanitary sewer plant upgrade. This project involved long-term detailed planning to assess flow rate and future capacity needs. Flow equalization basins needed to be sized as part of the sequencing batch reactor. Understanding existing and future flows was critical in this design. If too much flow equalization was brought on line too quickly, the plant would not function correctly. If too little was available, sewage bypasses into the river might occur. Barr led a team of engineers to successfully work with the city to understand and plan for the right flow. In addition, Barr helped the city in negotiating with a neighboring community, Baxter, whose sanitary flow is also directed to this plant. We also assisted with planning and policy work surrounding how the costs of the plant would be split between the communities,

Finally, our electrical engineering group has worked extensively on sanitary projects of all kinds, from lift stations to treatment plants. The monitoring and control of sanitary systems are tasks they work on every day. This is relevant, since upgrades to your system necessitated by redevelopment will include monitoring and control of numerous complex systems including lift station and flow meters. With this experience in house, Barr can quickly and easily determine the feasibility and cost of SCADA and power-related project components. This electrical group is recognized across the upper Midwest for its work and is hired by other consultants regularly to perform the electrical- and control-related design for their projects.

Table 1: Partial list of Barr lift station projects

Municipality	# of stations	Station names
Albertville, MN	5	Andrews Ave, Phillip Morris, S.W, plus two others
Austin, MN	3	Hope, Southwest and Main Lift Station
Avon, MN	2	Multiple system station project
Big Lake, MN	8	LS #1, 2, 9 12-14, Shores of Lake Mitchell 8th, Westside Trunk
Birchwood Village, MN	2	System lift stations & Wildwood Avenue Lift
Blaine, MN	9	The Lakes, Eagle Creek, two System LS, LS #15, Peterson Farm, Section 12, TPS Main and 12th Addition
Bloomington, MN	13	Bloom Hill, Bush Lake, Chalet, Overlook, Storm, Vincent & LS #1-5, 10-12, 14
Braham, MN	3	Horseshoe Meadows and two system lift stations
Brooklyn Center, MN	2	Two system lift stations
Brooklyn Park, MN	3	Three system lift stations
Buffalo, MN	14	LS # 1-8, 10, 24 and system lift stations
Burnsville, MN	3	Maple Island, Echo Valley and System Lift station
Cambridge, MN	3	2nd Addition, Garfield, North Ridge
Carroll, IA	1	System lift station
Chanhassen, MN	3	Dogwood, LS#3 and 10
Cologne, MN	2	System lift station & Winkler Crossing
Eden Prairie, MN	3	Pioneer Trail, Sheland Rd, Sunny Meadows
Edina, MN	4	LS, #1, 6, 10 & Morningside
Elk River, MN	9	Highway 10, Hillside Estate, Jackson Street, Kliiever Lake Fields, Meadowoods, Orrin Thompson, Trout Brook and Westwood
Elko, MN	4	Boulder Point, Chown, Pfarmingan, Natchez Ave
Freeport, MN	2	System lift stations
Grand Rapids, MN	2	System lift station and Maxwell
Hanover, MN	2	System lift station and CSAH 34
Hinckley, MN	2	System lift station and Zhingwaak Oodena
Hopkins, MN	2	LS #4 and 5
Howard Lake, MN	5	Dutch Lake, East, and system lift stations
Hugo, MN	7	129th St, Diamond Point, Fabled Hills & four others
Lakeville, MN	8	LS # 7-9, 22, Brandtjen Farm and Prairie Lake plus studies
Minnnetonka, MN	10	Acorn Ridge, Burchlane, Clarion Hills, Ford, Main, and others
North Branch, MN	9	Falson Ave, Gateway, Lucht's Crossing and others
Otsego, MN	8	Orrin Thompson, Preserve, Quaday and others
St. Cloud, MN	11	Ayers Mill, Airport, Augusta, Main Lift, Southeast & others
Partial list total*	164	*We have worked on a total of over 400 lift stations to date

project personnel



Role: Principal in charge, technical resource, QA/QC

Employee category: Principal

Brian LeMon, PE
Vice President, Senior Civil Engineer
BS, Civil Engineering; BA, Applied Science

Brian has over 30 years of experience, much of it in municipal wastewater collection treatment; and pumping system design. He is knowledgeable in the areas of sanitary sewer system planning and analysis; sanitary sewage pumping-station design; and combined-sewer separation projects. He has worked on sanitary sewer systems for St. Paul, Minneapolis, Brainerd, Lakeville, St. Louis Park, Chanhassen, Lilydale, and over a dozen other communities. Brian served as principal in charge of the Edina sanitary sewer modeling project (which includes 175 miles of gravity main and 24 lift stations) and has overseen the continued use of the model to assist the city in planning multiple redevelopment projects. He has also led infiltration and inflow analysis inspections and designs for the City of Edina, as well as three lift station rehabilitation projects. As principal in charge, Brian will oversee the project and verify that the city is satisfied with the work being done by our team. A sanitary sewer expert, Brian will also be a technical resource for the project and will be involved in meetings with city staff.



Role: Project manager

Employee category: Senior scientist

Sarah Stratton, CFM, ENV SP
Senior Water Resources Scientist
MS, Water Resources

Sarah has over 16 years of experience in hydrologic and hydraulic analyses. Her areas of expertise include integration of GIS with H&H modeling on stormwater and floodplain management studies. She regularly serves as a project manager for Barr's SWMM H&H projects including those for the City of Edina's STS-406 stormwater improvement project, the City of Minneapolis's Central City tunnel system XP-SWMM modeling and mitigation alternatives study, and several XP-SWMM studies for the Valley Branch Watershed District (Sunfish Lake, Goetschel Pond, Silver Lake, Downs Lake, and Raleigh Creek). Sarah also developed and calibrated the FEMA-approved Nine Mile Creek XP-SWMM model (Nine Mile Creek Watershed District) and also managed a follow-up project that assessed the impacts of NOAA's Atlas 14 precipitation depths on Nine Mile Creek flood levels. As project manager, Sarah will manage the overall project (scope, budget, schedule, team coordination, updates for the city, etc.) and will attend meetings with city staff along with Brian.



Role: Technical lead

Employee category: Senior engineer

Dan Nesler, PE
Civil/Environmental Engineer
BS, Environmental Engineering

Dan has 13 years of experience in sanitary system planning, modeling and analysis, design, inspection, and construction management. He has worked on sanitary system inspections for multiple cities and performed hydraulic modeling of Edina's sanitary sewer system for use in future city planning. In addition to this he has created truly innovative uses for XP-SWMM that have helped Edina focus its efforts to eliminate I&I and easily analyze remaining sewer capacity. Other sanitary sewer work has included the design of a sanitary sewer and oily water sewer system for a refinery, design of numerous sanitary sewer lift stations and collection system extensions. His other work focuses on hydraulic and hydrologic modeling, hydraulic design, feasibility and alternative evaluation studies, site plan design, and construction management and inspection. He also has experience estimating costs for construction projects such as sanitary sewers, pump stations, municipal wells, and detention ponds. Having developed the original City of Edina XP-SWMM sanitary sewer model, Dan will be the technical lead for this project. His expertise and knowledge of the technical details related to the City's XP-SWMM sanitary model will be instrumental in developing a reliable and realistic model to use for planning and alternatives analyses.



Role: XP-SWMM modeler

Employee category: Junior engineer

Michael McKinney, EIT
Water Resources Specialist
MS, Environmental Engineering

Michael has a background in a wide range of water resources-related disciplines, from hydrologic modeling and open-channel engineering to environmental engineering chemistry and low-impact development for nonpoint-source pollution control. At Barr, he specializes in H&H modeling and water quality modeling and has gained experience in sanitary sewer modeling, stream restoration, stormwater best management practice design, in-lake water quality modeling, and flood risk analysis. Michael was added to our Edina team a few years back to add depth of bench to our sanitary and stormwater modeling team as part of a long term plan to serve the City. He has used XP-SWMM for sanitary sewer modeling for the City of Edina, and has also used XP-SWMM to evaluate areas of high flood potential throughout the city as part of the STS-406 stormwater improvement project. Michael's familiarity with the City's XP-SWMM sanitary sewer model means we have the ability to respond rapidly to your needs and quickly focus our modeling efforts.



Role: Technical resource

Employee category: Senior engineer

Bryan Oakley, PE
Senior Civil Engineer
MSCE, Environmental Engineering

Bryan has 25 years of experience in civil, water, and wastewater engineering and project management for municipal and industrial clients. His work includes design engineering for municipal water and wastewater treatment and pilot testing as well. Bryan has served as the consultant city engineer for several Minnesota cities providing engineering design and construction administration for water, sewer, street, and stormwater improvements. He also assisted client communities in developing engineering guidelines for utility construction, hook-up fee and rate structures, and utility ordinances. He also helped prepare the "Sanitary Sewer Utility Connections" and "Storm Sewer Utility Connections" sections of a stormwater manual for the City of Minneapolis. Bryan has served as a representative on the Plymouth Planning Commission since February 2011 and has reviewed numerous new development and redevelopment proposals for the City in that time.



Role: Civil designer

Employee category: Civil technician

Patrick Brockamp, EIT
Water Resources Specialist
BS, Civil Engineering

Patrick has four years of experience as a water resources specialist. He works on a variety of projects including stormwater design, low-impact development, flood control, and watershed modeling. His work has included performing stormwater pollution prevention monitoring and designing stormwater treatment features, such as raingardens and infiltration basins, for projects in the Twin Cities area, including the Maplewood mall and living streets projects. Patrick is proficient in XP-SWMM, AutoCAD Civil 3D, ArcGIS, and HydroCAD. His role on this project will focus on preliminary engineering, especially as it relates to cost estimating and planning-level design.



Role: GIS specialist

Employee category: Technician

Joshua Vosejпка
GIS Specialist
BS, Geography (Geographic Information Systems)

Joshua has several years of experience in geographic information systems. At Barr, he uses GIS for figure and map creation, interprets aerial photos, analyzes raster and vector data, creates and maintains GIS databases, and coordinates GIS work with other software applications. Joshua's work has included assisting with utility corridor permitting and desktop analysis for site selection; processing staged elevation surfaces for modeling mine pit filling, volume calculations, and anticipated water-level rise; processing flood inundations and impacts; and calculating pond volumes and other variables needed for water-quality modeling. Joshua provided GIS support services for the City's STS-406 stormwater improvement project.



Gareth Becker
Civil Designer
Civil Engineering Technician Diploma

Gareth has four years of experience in 3D civil design primarily using AutoCAD Civil3D, Cyclone, and Revit to prepare construction plans, process laser scan data, and build 3D models. He performs HDS laser scan surveys, manages and inspects construction sites, and performs a variety of other field jobs. He also uses Microstation and Civil3D software to recover quantities, delineate wetlands, and determine flow paths. Prior to joining Barr, he worked as a survey crew assistant performing topographic surveys using total stations with and without robotics as well as GPS rovers.

Role: CADD

Employee category:
Technician

project manager and project management approach

Our management approach offers the city both knowledge of your system and efficiency. We will leverage the capabilities and study-area insights of senior-level technical experts to guide and oversee the tasks and deliverables completed by our modeling and civil design technicians.

Our team will be led by a familiar face, seasoned project manager Sarah Stratton, who has a proven track record of managing and delivering successful H&H modeling projects, including those for the City of Edina. An experienced project manager, her strength lies in the details, a quality needed to successfully complete H&H modeling projects. Sarah recently managed the STS-406 stormwater improvement project for the city and has been conducting and managing H&H studies for over 16 years. Sarah will manage the project from start to finish.

While Sarah will manage the overall project (scope, budget, schedule, team coordination, updates for the city, etc.), she will receive additional support from senior staff with study area and source data knowledge who will provide input to facilitate an accurate modeling, alternatives analyses, and planning process. Dan Nesler will serve as the technical lead on the project. Brian LeMon and Bryan Oakley will serve as technical resources.

Close communication between city staff and the Barr team will be critical to project success. Although not included explicitly in the RFP, we recommend an initial kick-off meeting at the start of the contract to discuss the details of the scope and schedule as well as lines of communication. During the kick-off meeting, we would like to discuss our client service plan.

Our team will create a client service plan following selection to document city expectations, goals, and preferences. The client service plan is designed to enhance our client service by:

1. defining background information we would like to know before starting the project
2. improving communications and project delivery by understanding your preferences
3. anticipating concerns by learning what aspects of the project are most important to you

This plan will be a guide to all team members. Items covered in the client service plan include:

- contact information for relevant team members
- communications criteria (for instance, the plan will record preferences for communicating via telephone versus email and at regular intervals or on an as-needed basis)
- status report preferences
- report styles
- billing formats
- additional information needed to respond quickly and consistently to your needs

Regular progress reports will be provided to the city at an interval determined during the kick-off meeting. Reports will include overall progress for the most recent period and will identify if we are waiting on receipt of city data, input, review, and/or approval. Additional meetings can be held in person or by conference call as necessary throughout the course of the project.

scope of work

work plan

The overall objective of this project is to ensure that city staff have access to the tools and sanitary sewer experts needed to prepare Edina to meet the needs of the areas of growing demand without compromising existing service. This will be accomplished by updating the XP-SWMM model we prepared for the city in 2006. The model was one of the most accurate models ever created by Barr, meeting calibration targets to within 95 percent. However, the model was constructed using pre-recession water sales data that is now over 10 years old. Since that time, water use trends have changed, parts of the system have been lined or otherwise repaired and, most importantly, the city has replaced all of its water meters, meaning that new, more accurate water use data is now available. In addition, Filmtec has expanded and the Westin and other large developments have been constructed.

Once the model is updated, we will work with the city to define areas of redevelopment and ranges of development density. We will then use the model to evaluate the impact of the proposed redevelopment scenarios and identify areas where existing pipes are at or near capacity and are at risk of surcharging. Using this information, we will develop planning-level options to accommodate future projected sanitary flows in areas where existing infrastructure is inadequate and then complete preliminary engineering design of options and estimate their cost. The project will be summarized in a technical report that documents the model and the upgrades, identifies areas of concern, and identifies upgrades needed to meet future demands and their estimated costs.

Following is a breakdown of each task.

task 1: project initiation

objective: Confirm that the project team and scope of work as defined meets the city's needs.

description: This task will consist of a kick-off meeting and completion of a client service plan. We will hold a kick-off meeting that will be attended by key city and Barr staff. During this meeting, we will introduce you to new team members and discuss project communications and protocol (see project manager and project management approach for additional detail of what we propose here). We will complete a client service plan interview and compile meeting minutes. We will also review the proposed scope.

deliverables

- meeting invitation
- meeting agenda
- client service plan
- meeting minutes
- scope modifications, if needed

schedule: Shortly after project award in late November

cost: \$2,610

task 2: data acquisition

objective: Obtain the information needed to update the XP-SWMM model.

description: This task will consist of obtaining data needed to update the model from a number of sources external to Barr. The data to be acquired includes:

- obtain flow data for meters M127, M128, and M129 from MCES
- obtain lift station runtime and flow meter data (lift station 6) from city, if/when available
- obtain digital copies of quarterly water sales billing data for the entire city for the winter quarter of 2014. Data should include volume of water billed, address, and property identification number (PID), if available
- obtain digital copies of monthly water use data for December 2015 and January 2016 for the entire city for the winter quarter of 2014. Data should include volume of water billed, address, and property identification number (PID), if available
- obtain digital copies of hourly data from 12 different locations, 4 from standard residential homes, 4 from condominium units, and 4 representative of senior housing
- obtain digital copies of hourly data from the 20 largest water users in the city
- obtain digital copies of hourly data for Fairview Hospital
- obtain current digital parcel data from either the city or Hennepin County
- obtain city's GIS shapefile reflecting sanitary sewer reconstruction areas over the last 15 years
- obtain city's GIS data documenting changes to pipes (e.g., pipe lining or repair projects in Edina where old VCP sanitary pipes in the city have been repaired or lined with materials that would affect Mannings "n" values of the pipes as currently modeled).

Barr will review the data once it is received for completeness, consistency, and accuracy. Data gaps will be identified and, if significant, additional requests will be made to fill in the gaps. If additional data is not available and if it is critical to model upgrades, we will work with the entity who owns data to agree on synthesized data to use in its place, and will propose the change to city staff for approval. Note that our proposal cost assumes that if data synthesis is needed, it will be billed as an extra cost on a time-and-materials basis.

Once in hand, Barr will review the hourly data and create parcel-specific diurnal inputs for the 20 largest water users based on the hourly data obtained from the city. We will then review the different sets of hourly data for the residential meters and, if deemed valuable, synthesize additional diurnal curves for use in the model.

Placement of temporary meters in the field will improve model accuracy and will help better define current conditions and capacity available for redevelopment. The cost for this additional metering task assumes that eight flow meters will be installed in the area of redevelopment in southeast Edina and at select locations in the rest of the city for a period of two weeks during this winter. Barr will recommend metering locations and work with the city on the selection of the actual locations to meet the city's goals for updating the model.

deliverables:

- tabulation of data obtained provided in a brief technical memorandum, and inclusion in an appendix of the final report

schedule: Obtaining and review of data will be complete by February 26, 2016. Note that this is dependent on a timely response from both MCES and the city. Meter data from MCES and water sales data from the city will be needed by mid-February.

cost: \$42,245 (includes flow metering using eight additional temporary meters)

task 3: demand planning

objective: Define range of future demand scenarios for consideration.

description: This task will consist of working with the city to identify the locations, range of density, and timeframe of potential redevelopment. Based on recent redevelopment projects in the city, Barr will work with city staff to determine a low-, mid-, and high-density of redevelopment at the selected locations and two timelines for the redevelopment. This will result in six development scenarios that will be modeled. Barr will summarize the scenarios with maps and text as appropriate and obtain buy-in from the city that these scenarios are consistent with other work to be included in comprehensive planning. This task will include two meetings. The first will include city planners presenting growth scenarios (locations and densities) to be used in comprehensive planning efforts. The second will consist of Barr presenting our interpretation of the demand scenarios and a discussion of the resulting sanitary flows. Barr assumes that the city will provide a digital copy of an economic development map showing lot-by-lot areas proposed for potential redevelopment.

deliverables:

- meeting invitations
- meeting agendas
- meeting minutes with demand/growth scenarios
- technical memorandum summarizing work completed, including figures showing the locations and densities of the potential redevelopment and their timelines

schedule: Complete by January 31, 2015

cost: \$19,080

task 4: model update

objective: Create a current version of the sanitary sewer model.

description: This task will consist of updating the existing sanitary sewer model for use in predicting future demand scenarios. Work on this task could begin as soon as data requested in task 2 is received and while work on task 3 is occurring. The first subtask will include updating the physical representation of the piping network to include pipe lining and repair projects and relevant lift station modifications that have occurred since the creation of the model in 2006. Barr assumes that all data needed for pipe revisions and/or additions will be provided in a GIS format by the city. Barr will review the data format currently used by the city to document the projects and provide input to

make sure the data fields are set in a way that will be easy to import and use in the modeling effort. Following this, we will update model flow inputs based on the most recent winter quarter flow data from new water meter sales. Finally, the data will be calibrated to MCES and additional field meter data as well as lift station runtime and flow meter data. One meeting is planned at the conclusion of the model upgrade to present and discuss calibration data and obtain city buy-in related to the acceptability of model accuracy.

deliverables:

- meeting invitation
- meeting agenda
- technical memorandum documenting model construction, including changes made during this upgrade

schedule: Modeling updates to be completed by April 15, 2016

cost: \$19,120

task 5: risk-related mapping

objective: Develop risk-related intermediate map deliverables to help city staff identify the areas of highest vulnerability within the city's sanitary sewer system.

description: This task will consist of using the updated and calibrated XP-SWMM model to develop risk-related maps. The cost estimate assumes that five maps will be developed:

- one showing vulnerable areas for basement flooding due to sanitary sewer backup (relating pipe inverts to topography)
- one showing overall pipe capacity (identifies choke points)
- one showing risk related to failure of a lift station
- two additional maps based on input from city staff

deliverables:

- five risk-related maps (pdf format)

schedule: Task complete by May 13, 2016

cost: \$18,120

task 6: scenario modeling

objective: Assess the ability of the existing sanitary sewer system to meet future needs.

description: The updated model will be used to determine the impact of the potential redevelopment on the existing sanitary sewer system. Six different future demand scenarios will be modeled based on the results of task 3. Each modeled scenario will result in a series of figures depicting the sanitary sewer system. The figures will be color coded to show relative remaining capacity available in each pipe. This task will include one meeting to go over model results.

deliverables:

- six figures showing available capacity in the trunk sewers
- tabulation of results showing percent capacity remaining and SAC units remaining in trunk sewers

schedule: Proposed model runs complete by May 27, 2016

cost: \$11,060

task 7: preliminary engineering

objective: Develop alternatives to meet future development needs.

description: It is assumed that some of the proposed future development scenarios will result in surcharged sanitary sewers that will be unacceptable to the city and that the city will want to explore mitigation options. Based on the results of the scenario modeling, options for infrastructure improvements will be created to provide additional capacity in areas where the existing system is undersized. Barr will complete preliminary engineering on the identified improvement options. The design completed will allow for preparation of class 5 cost estimates. It is assumed that five improvement options will be evaluated as a part of the project. Two meetings are assumed during this task, one at the start of the task to identify potential improvement options with city staff and one to receive city input on the draft designs and cost estimates.

deliverables:

- concept-level design of each option (one plan sheet)
- cost estimate for each option
- descriptive text as needed for future reporting

schedule: Designs and estimates complete by June 24, 2016

cost: \$30,140

task 8: project report

objective: Document project methodology and results.

description: Summarize the potential redevelopment that was identified, methods and results of modeling and scenario development, discussion of preliminary engineering completed, and cost estimates. A draft report will be submitted to the city and, during a follow-up meeting, comments will be received and discussed. Based on the meeting and comments, the report will be updated and a final version submitted to the city. Modifications to the report needed for inclusion in the city's comprehensive plan will be accomplished under a separate scope of work.

deliverables:

- electronic PDF version of draft report
- electronic PDF version of final report
- two paper copies of final report
- meeting invite, agenda and minutes

schedule:

- draft report submitted by July 15, 2016
- final report by August 5, 2016

cost: \$22,830

timeline and deliverables

The table below summarizes the main deliverables and their estimated completion dates. Further discussion of the deliverables is included above in the work plan section.

task	deliverables	est. completion date
1.0 Project initiation	Client service plan and meeting minutes	November 30, 2015
2.0 Data acquisition	Technical memorandum	February 26, 2016
3.0 Demand planning	Technical memorandum	January 31, 2016
4.0 Model update	Technical memorandum	April 15, 2016
5.0 Risk-related mapping	Five maps	May 13, 2016
6.0 Scenario modeling	Technical memorandum	May 27, 2016
7.0 Preliminary engineering	Concept-level design and associated cost estimate	June 24, 2016
8.0 Project report	Draft and final report	July 15, 2015 and August 5, 2016

We believe that our proposed team provides ample capacity to perform the necessary work on this project. The first table below summarizes the key individuals listed in this proposal; they will be supported by additional staff to supplement project work as needed. A detailed cost spreadsheet, which includes hours for all additional support staff, is included in **attachment B**. A summary of the cost by task is provided in the second table below.

Barr team billing rates and anticipated project hours

personnel*	project role	billing rate**	anticipated hours
Brian LeMon	Principal in charge, technical resource, QA/QC	\$170	83
Sarah Stratton	Project manager	\$145	121
Dan Nesler	Technical lead, QA/QC	\$140	230
Brian Oakley	Policy and ordinance lead	\$160	16
Michael McKinney	XP-SWMM modeler	\$90	250
Patrick Brockamp	Civil designer	\$85	378
Josh Vosejпка	GIS specialist	\$80	146
Gareth Becker	CAD technician	\$85	118

* There are additional hours not summarized in the table that will be completed by support staff.

** Anticipated 2016 billing rates. Work during 2015 will be performed based on existing rates.

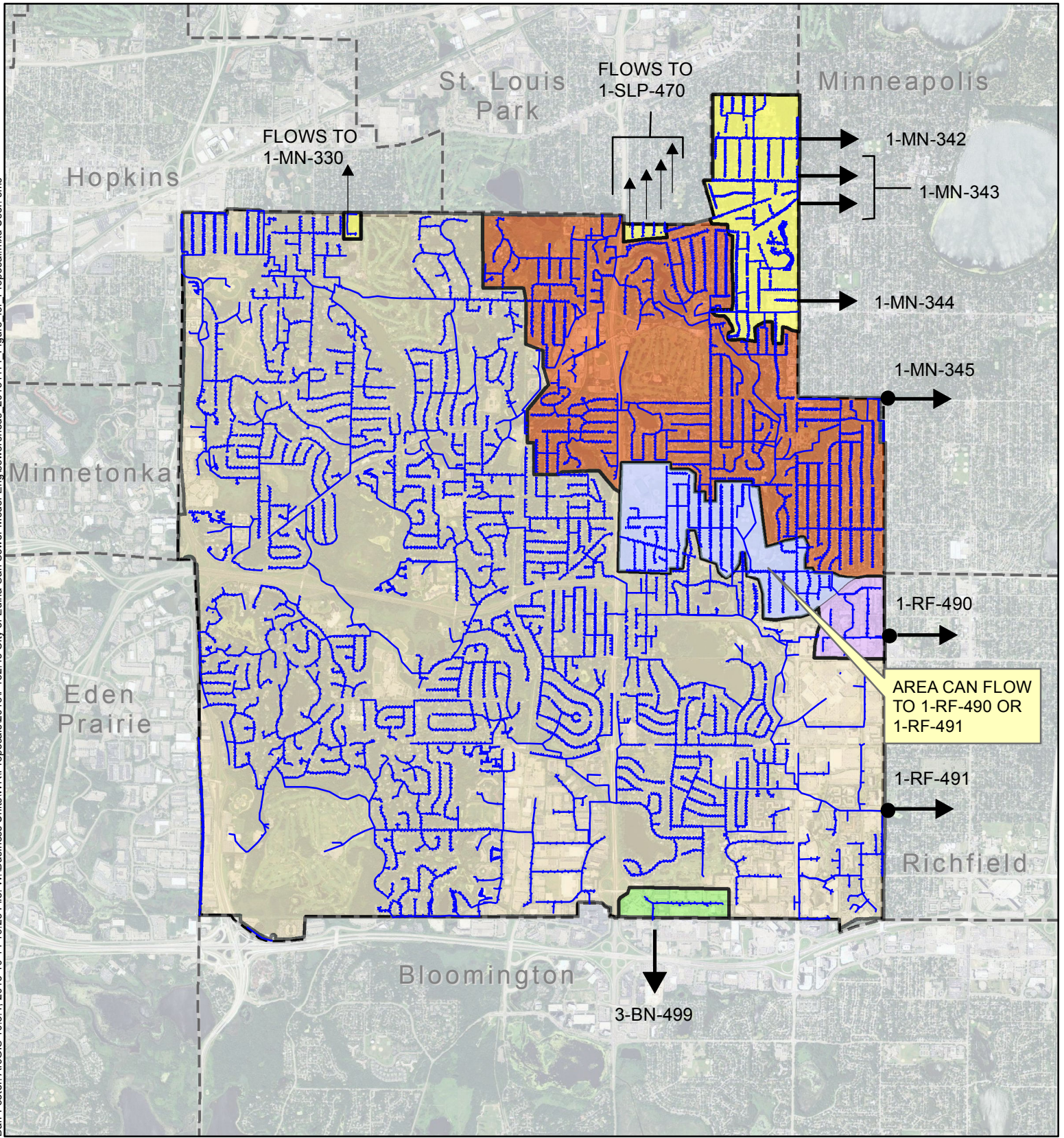
summary of cost by task






task	estimated hours	labor subtotal	expenses	total cost
1.0 Project initiation	18	\$2,610	\$0	\$2,610
2.0 Data acquisition	230	\$41,745	\$500	\$42,245
3.0 Demand planning	164	\$19,080	\$0	\$19,080
4.0 Model update	192	\$19,120	\$0	\$19,120
5.0 Risk-related mapping	174	\$18,120	\$0	\$18,120
6.0 Scenario modeling	102	\$11,060	\$0	\$11,060
7.0 Preliminary engineering	292	\$29,640	\$500	\$30,140
8.0 Project report	200	\$22,080	\$750	\$22,830
total	1,372	\$163,455	\$1,750	\$165,205

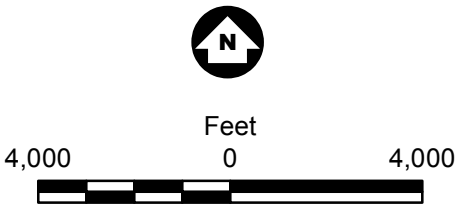
assumptions


- The cost of task 2 assumes that if data synthesis is needed in place of actual data, it will be billed as an extra cost on a time-and-materials basis.
- The cost of task 2 assumes that meter data will be obtained by the city and delivered to Barr in a digital format that is reasonably easy to manipulate.
- The completion date for task 2 assumes that data provided by the MCES and the city will be available by mid-January.
- The cost of the installation of flow meters in the field for task 2 assumes that 8 flow meters will be installed in the area of redevelopment in southeast Edina and at select locations in the rest of the city for a period of two weeks during this winter.
- Task 3 assumes that the city will provide Barr with any plans that have been completed to date for redevelopment in Edina. Barr will work with city staff to identify any additional areas that may be redeveloped, development density, and timeline.
- Task 5 assumes that five risk-related maps will be developed.
- Task 6 assumes that six scenarios will be identified and modeled. If additional scenarios are developed and require modeling, Barr will work with the city to complete the additional work on time-and-materials basis.
- Task 7 assumes that five improvement options will be identified as an outcome of task 5. If more than five improvement options are identified, Barr will work with the city to complete the additional conceptual designs and associated cost estimates on a time-and-materials basis.

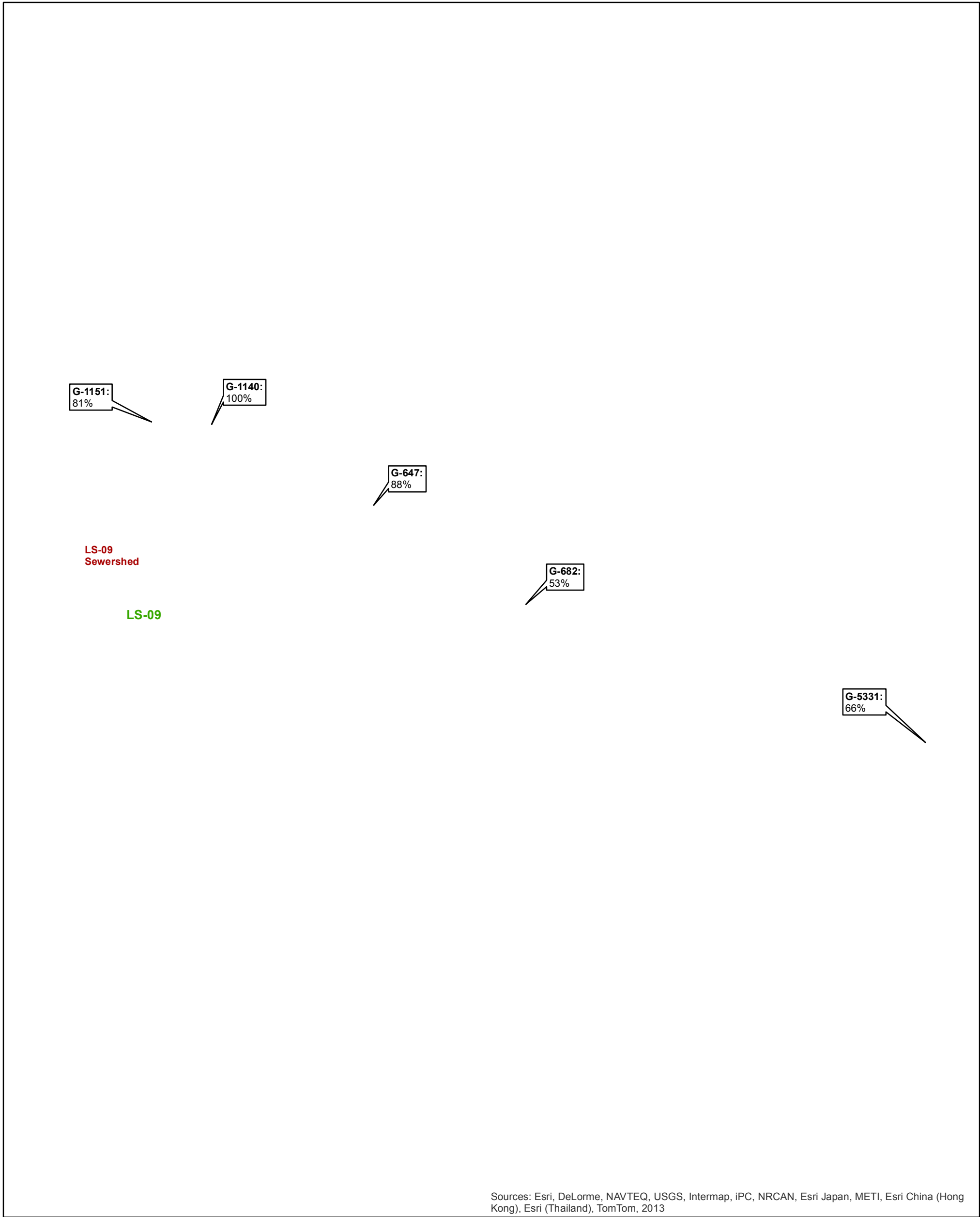
attachment A:
figures



-  MCES INTERCEPTOR
-  LOCAL SEWER OUTLET
-  LOCAL SEWER PIPE
-  MCES FLOWMETER
-  1-RF-491 MCES INTERCEPTOR LABEL




Figure 1
MAJOR SEWER SHEDS
AND OUTLETS
Sanitary Sewer Model
City of Edina
Edina, MN



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013

Pipe Capacity Utilized (%)

- 0-10
- 10-20
- 20-30
- 30-40
- 40-50
- 50-60
- 60-70
- 70-80
- 80-90
- 90-100
- >100
- LS-09
- Sewersheds
- Existing Sanitary Sewer (LS-09)

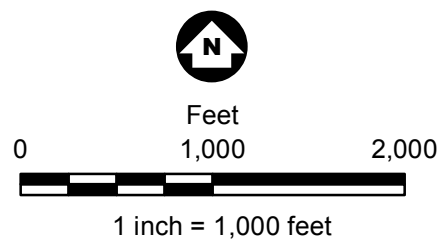


Figure 2

ULTIMATE PLANNED DEVELOPMENT
 PIPE CAPACITY UTILIZED (%)
 GrandView Redevelopment
 City of Edina
 Edina, MN

attachment B: detailed cost spreadsheet



Project Name: Edina Sanitary Sewer Modeling and Planning
 Client Name: City of Edina
 Date: 11/6/2015
 Approved by: BKL

Name	LeMon, Brian	Stratton, Sarah	Nesler, Daniel	McKinney, Michae	Oakley, Bryan	Brockamp, Patrick	Vosejka, Joshua	Becker, Gareth	Huffman, Yvonne	Subtotal Hours	Subtotal Labor	Expenses	Sub Contractors	Project Total	Percentage of Total
Category	BKL	SMS	DAN	MBM	BTO	PEB	JRV	GWB	YMH						
Billing Rate	\$170.00	\$145.00	\$140.00	\$90.00	\$160.00	\$85.00	\$80.00	\$85.00	\$90.00						
Project Role	PIC	PM	Senior Engineer	Engineer	Senior Consultant	Engineer	GIS/CAD	GIS/CAD	Support						
Task 1 - Project Initiation															
Kick off Meeting	4	6	4		2				2	18	\$ 2,610.00			\$ 2,610.00	
Subtotal	4	6	4	0	2	0	0	0	2	18	\$ 2,610.00	\$ -	\$ -	\$ 2,610.00	2%
Task 2 - Data Acquisition															
MCES Meter Data		2	4			8				14	\$ 1,530.00			\$ 1,530.00	
SCADA		1	2			8				11	\$ 1,105.00			\$ 1,105.00	
Water sales data	2	2	8			32	16	8		68	\$ 6,430.00			\$ 6,430.00	
Sewer updates		2	4	8			8			22	\$ 2,210.00			\$ 2,210.00	
Tech memo	1	4	4	8			2	2	4	25	\$ 2,720.00			\$ 2,720.00	
Meeting	4	4	4							12	\$ 1,820.00			\$ 1,820.00	
Additional flow metering (8 meters)	4	2	16			48	8			78	\$ 7,930.00	\$ 500.00	\$ 18,000.00	\$ 26,430.00	
Subtotal	11	17	42	16	0	96	34	10	4	230	\$ 23,745.00	\$ 500.00	\$ 18,000.00	\$ 42,245.00	26%
Task 3 - Demand Planning															
Identify Areas of redevelopment	2	4	8		4					18	\$ 2,680.00			\$ 2,680.00	
Develop scenarios	8	4	16			32	16	8		84	\$ 8,860.00			\$ 8,860.00	
Tech memo	2	4	8			16	4	4	2	40	\$ 4,240.00			\$ 4,240.00	
Meetings	6	8	8							22	\$ 3,300.00			\$ 3,300.00	
Subtotal	18	20	40	0	4	48	20	12	2	164	\$ 19,080.00	\$ -	\$ -	\$ 19,080.00	12%
Task 4 - Model Update															
Update Geometry		4	4	16		8				32	\$ 3,260.00			\$ 3,260.00	
Update input flow		2	8	32		16				58	\$ 5,650.00			\$ 5,650.00	
Calibration/QAQC	4	2	16	40		40				102	\$ 10,210.00			\$ 10,210.00	
Subtotal	4	8	28	88	0	64	0	0	0	192	\$ 19,120.00	\$ -	\$ -	\$ 19,120.00	12%
Task 5 - Risk-Related Mapping															
Develop 4 risk-related maps	8	16	16	40		32	40	8	2	162	\$ 16,300.00			\$ 16,300.00	
Meeting to discuss map deliverables	4	4	4							12	\$ 1,820.00			\$ 1,820.00	
Subtotal	12	20	20	40	0	32	40	8	2	174	\$ 18,120.00	\$ -	\$ -	\$ 18,120.00	11%
Task 6 - Scenario Modeling															
Model runs		4	4	40						48	\$ 4,740.00			\$ 4,740.00	
Tech memo	2	4	8	16			4	4	2	40	\$ 4,320.00			\$ 4,320.00	
Meeting	4	4	4	2						14	\$ 2,000.00			\$ 2,000.00	
Subtotal	6	12	16	58	0	0	4	4	2	102	\$ 11,060.00	\$ -	\$ -	\$ 11,060.00	7%
Task 7 - Preliminary Engineering															
Prelim Engineering	8	4	16	16		60	16	60		180	\$ 17,100.00	\$ 500.00		\$ 17,600.00	
Cost estimates	2	4	8			32				46	\$ 4,760.00			\$ 4,760.00	
Tech memo	2	2	8	4		16	4	4	2	42	\$ 4,310.00			\$ 4,310.00	
Meetings	6	8	8	2		2				24	\$ 3,470.00			\$ 3,470.00	
Subtotal	18	18	40	20	0	110	20	64	2	292	\$ 29,640.00	\$ 500.00	\$ -	\$ 30,140.00	18%
Task 8 - Project Report															
Draft report	4	8	20	20	8	20	24	16	8	128	\$ 13,420.00	\$ 250.00		\$ 13,670.00	
Final report	2	8	16	8	2	8	4	4	8	60	\$ 6,840.00	\$ 500.00		\$ 7,340.00	
Meeting	4	4	4							12	\$ 1,820.00			\$ 1,820.00	
Subtotal	10	20	40	28	10	28	28	20	16	200	\$ 22,080.00	\$ 750.00	\$ -	\$ 22,830.00	14%
Project Subtotal	83	121	230	250	16	378	146	118	30	1372	\$ 145,455.00	\$ 1,750.00	\$ 18,000.00	\$ 165,205.00	
Project Total														\$ 165,205.00	



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.J.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Mark K. Nolan, AICP, Transportation Planner

Item Activity:

Subject: Traffic Safety Report of October 7, 2015

Action

ACTION REQUESTED:

Review and approve the Traffic Safety Report of October 7, 2015.

INTRODUCTION:

The Edina Transportation Commission (ETC) reviewed the October 7, 2015 Traffic Safety Report at their October 22 meeting and moved to forward the report to the City Council for approval; see attached draft minutes.

ATTACHMENTS:

Traffic safety Committee Report of October 7, 2015

October 22, 2015 Draft ETC Minutes

Traffic Safety Report

October 07, 2015

The Traffic Safety Committee (TSC) review of traffic safety matters occurred on October 07. The Transportation Planner, Traffic Safety Coordinator, Sign Coordinator, City Engineer, Public Works Director, and Police Sergeant were in attendance for the meeting. The Assistance City Planner has been contacted with the report and results and asked for input.

Section A : Items on which staff recommends action

A1. Request for increased pedestrian safety at the 70th Street roundabouts

A requestor asked for an investigation into pedestrian safety at the 70th Street roundabouts, between York Avenue and France Avenue. Specifically, the requestor asked for an investigation of distracted driving in this location. In two studies rates of distracted driving of 15 and 22 percent were found, with the lower number being from the sidewalk directly next to the road, and the higher being from a nearby parking lot. Cell phone use, eating, and playing with the radio were three common distractions which removed drivers' eyes from the roadway. While a full yielding study has not been done, drivers yielded to pedestrians and the Traffic Safety Coordinator in crossings but often did not wait until pedestrians had fully cleared the lane to continue. July's Focus In campaign by the Edina Police Department was crosswalk safety, and September's Focus In campaign was on distracted driving. There have been no reported crashes between motor vehicle drivers, and pedestrians or bicyclists along the 70th Street roundabouts since their installation.



Map : 70th Street roundabouts in question, the stars mark the crosswalks



Photo : A woman crosses in the 70th Street crosswalks

After review, staff recommends that this item be approved. The police department already enforces these infractions and these locations and data will help in their enforcement, further, the crosswalks are being remarked with more durable thermoplastic.

A2. Request for further discussion of 49th Street and Westbrook Lane

A requestor asked for clarification on why the stop sign on 49th Street, as it turns from east-west to north-south and becomes Westbrook Lane, was removed. The sign was removed in 2010 as there is no intersection in this location. The sign had been placed years earlier to prevent people from rounding the corner at a high rate of speed



Map : Transition from 49th Street to Westbrook Lane

or drifting to the wrong side of the roadway, it was removed as part of a traffic safety request which also had a staff recommendation of adding a centerline to the roadway. This was not placed, but may have been due to now lost revisions of the report. Centerlines may be warranted in specific locations by the MNMUTCD under the option which reads, "On roadways without continuous center line pavement markings, short sections may be marked with centerline pavement markings to control the position of traffic at specific locations, such as around curves ... and at bridges." No accidents attributable to this condition have been reported since the removal of the sign.



Photo : 49th Street at Westbrook Lane looking east

After review, staff recommends this item for approval. Centerline striping will be added to the curve, which is compliant with standards used elsewhere in the city.

A3.Request for further intersection control at the intersection of Parkwood Road and Schaefer Road

This requestor believes that the intersection of Parkwood Road and Schaefer Road is dangerous due to the high number of crashes recorded in this location. Five (5) crashes have occurred at this location in the past five (5) years, with four (4) being right-angle crashes, which are considered susceptible to correction with all-way stop control, three of these crashes have involved eastbound and southbound vehicles which is consistent with the requestor's observation that drivers on these approaches cannot see each other. Eastbound and westbound traffic at this location has a stop sign to control entrances to the intersection; the northbound and southbound approaches are uncontrolled. While the requestor sees this intersection as an issue, removal of the hedges on the northwest corner of the intersection is not seen as a positive solution and the requestor would prefer that they remain and continue with the dangerous condition than have their removal. These hedges are also only questionably in the intersection clearview area of the intersection. Parkwood Road, east of this intersection has an ADT of 350 and has an 85th-percentile speed of 30.5 mph. Schaefer Road has an ADT of 885 and has an 85th-percentile speed of 34.1 mph.



Photo : Parkwood Road and Schaeffer Avenue, looking north



Map : Schaeffer Road and Parkwood Road

After review, staff recommends that this intersection be controlled by an all-way stop. This recommendation considered the high incidence of crashes in this location, in particular, the incidence of crashes compared to the lower volumes seen on these roadways. Sight distance obstructions were seen to be beyond Edina's Right-Of-Way in this area, as well as beyond the intersection clearview area.

A4. Request for crosswalks at the intersection of Grimes Avenue and Sunnyside Road

This request has been considered in 2012 and was denied at that time for a lack of warrants. Upcoming construction in the area was seen as warranting further investigation. A camera study was taken of the area, and found that there were, at maximum nineteen (19) crossings in a two-hour period across the northern leg of the intersection, including at least 6 crossings which were from maintenance workers in the area, crossing from a workspace to a vehicle. The western leg of the intersection had a maximum of ten (10) crossings in a two-hour period, and also had several crossings by workmen. The eastern leg of the intersection had thirteen (13) crossings in a two-hour period. No crashes related to pedestrians have occurred in this location in the past ten years. Grimes Avenue is stop controlled at this intersection, and has an ADT of 976, with an 85th-percentile speed of 26.7 mph. Sunnyside Avenue is uncontrolled at this location and has an 85th-percentile speed of 30.3 mph and an ADT of 2910.



Map : Sunnyside Road and Grimes Avenue



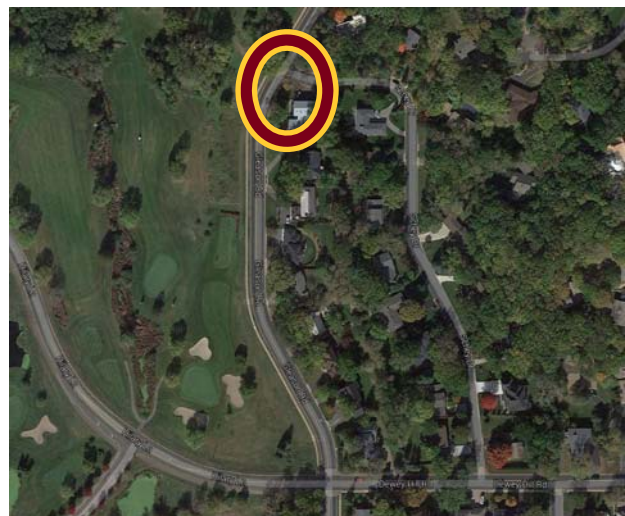
Photo : Sunnyside Road and Grimes Avenue, looking east

After review, marked crosswalks are recommended for approval at all three legs of the intersection. This intersection is being reconstructed in 2016, incorporating several traffic calming techniques. These marked crosswalks are seen as an integral part of the intersection's reconstruction, which along with curb extensions will increase pedestrian friendliness and safety. The calming improvements are considered warranted due to the high volume of traffic on Sunnyside Avenue and Grimes Avenue (they are both local connector statuses in the city's Living Streets plan) and the history of traffic safety requests at this intersection.

Section B : Items staff recommends for denial

B1. Request for making a safer intersection at the intersection of Gleason and Schey Drive

A resident requested that the City of Edina consider solutions to improve safety at the intersection of Gleason Road and Schey Drive. The requestor notes that many people run the stop sign in this location and feels that this is unsafe. The requestor would also like to decrease noise, and decrease speeds along all of Gleason Road. 2014 traffic counts showed an ADT of 84 on Schey Drive and 1,924 on Gleason Road near this location. 85th-percentile speeds on Schey Drive were seen as 25.8 mph, and as 32.7



Map : Gleason Road and Schey Drive, Dewey Hill Road runs along the bottom of this map

on Gleason Road. No crashes have been reported in this location in the past ten years.

After review, staff recommends denial of this request. A lack of crashes in this location as well as a lack of merit for removals of stop signs, which was a suggested solution by the requestor, was the main reasons that staff considered for this decision.



Photo : Gleason Road and Schey Drive, looking southeast

B2. Request for a “Signal Your Turn” sign on 74th Street for left turns onto Ohm’s Lane

A requestor asked that a “Signal Your Turn” sign be placed on 74th Street, for eastbound traffic, as it approaches Ohm’s Lane. In an hour long audit of the intersection, of 50 left turns from 74th Street to Ohm’s Lane, six (6) drivers failed to signal, and five (5) additional drivers did not signal 100 feet or



Photo : 74th Street at Ohm’s Lane, looking east

more from the intersection, as required by Minnesota law. In the opposite direction, there were only 39 right turns, with five (5) drivers failing to signal, and eight (8) drivers signaling within 100 feet of the intersection. There have been no reported crashes at this intersection in the last ten years.



Map : 74th Street and Ohm’s Lane, Public Works is the white roof in the south of the map

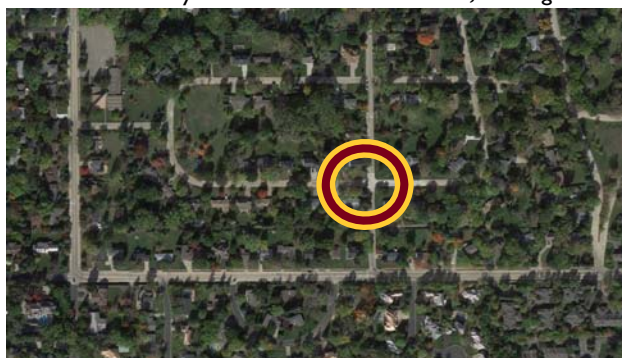
After review, staff recommends denial of this decision. Reasoning included that this was not seen as a pressing safety issue, and the ninety degree turn is not the typical application of this signage.



Photo : Tracy Avenue and McGuire Drive, looking north

B3. Request for a crosswalk across Tracy Avenue, at McGuire Road

This request comes from a resident who wishes to access McGuire Park and other community amenities from the east, and believes that vehicles on Tracy Avenue are unobservant of pedestrians and often exceed the speed limit. A crosswalk is believed by the requestor to bring attention to pedestrians and highlight the crossing. In a video study, a maximum of 12 crossings were observed in a two-hour period. This does not meet the volume warrants for a crosswalk to be placed. Tracy Avenue is classified in this location as a local connector, and carries a higher amount of traffic than its neighboring streets. There have



Map : Tracy Avenue and McGuire Drive, 70th Street is on the southern edge, and Antrim Road is on the western edge of this map

been no reported crashes at this location in the last ten years. Historic counts indicate Tracy Avenue has a volume of about 1,500 in this location, with an 85th-percentile speed of approximately 32 mph.

After review, the number of crossings observed did not approach the number required for warranting a crosswalk, and other safety issues did not present themselves in the analysis or video study.

B4. Request for slowing traffic through the intersection of Concord Avenue and Lexington Avenue

This request regards the offset intersection of Concord Avenue and Lexington Avenue. The requestor believes that a large amount of traffic travelling on Concord Avenue continues on Concord Avenue, requiring two turns in short succession. The volume of this section was seen in 2012 to be 243 vehicles from 5 AM to 10 PM, a video study from this summer confirmed this number. Further, the 85-th percentile speeds on Lexington Avenue between Concord Avenue and Concord Avenue were seen as 16.8 mph and 19 mph in the 2012 study, and a radar study this year, respectively. All approaches to this intersection are uncontrolled. This intersection is scheduled for reconstruction next year. There have been no reported crashes in this location for the last ten years.



Map : Concord Avenue as it intersects Lexington Avenue



Photo : Concord Avenue and Lexington Avenue, looking east

After review, staff recommends this item for denial. This recommendation is based off of the low volumes and speeds observed through this segment. Further, a 2016 summer reconstruction of the area will reduce street widths and add curbs to the streets, calming traffic without further changes.

Section C : Items on which staff recommends further study

C1. Request for a crosswalk across Vernon Avenue at the entrance to Jerry's Foods

This request concerns a large number of elderly persons who are crossing Vernon Avenue at the entrance to Jerry's Foods as opposed to nearby signalized intersections. Vernon Avenue is a county road, and thus, this recommendation will be forwarded to the county for their consideration. Vernon Avenue is a minor arterial. In a video study, a maximum of 16 crossings were observed in a two-hour period. There have been no reported crashes between pedestrians and drivers of motor vehicles in the past ten years.

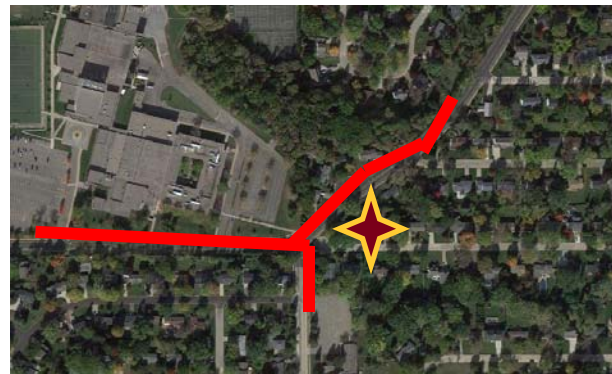


Map : Vernon Avenue at Jerry's Foods Photo : Vernon Avenue, where a crosswalk is being investigated

After review, staff recommends waiting for the results of the upcoming Grandview District Transportation Study, which will include recommended pedestrian improvements in the area.

C2. Request for moving, alteration, or removal of the 30 mph speed limit sign from Valley View Road, east of Antrim Road

This request comes from a resident who lives within the area designated for a school speed zone, where Valley View Road's speed limit is reduced to 20 mph when children are present. However, two blocks (nearly 650 feet) before the school speed limit zone ends, there is a sign stating that the speed limit is 30 mph. The requestor believes that this makes for a confusing situation, especially for emerging skill drivers, who



Map : Valley View Road and Antrim Road, red is the school speed limit area, the 30 mph speed limit sign is marked with a star.



Photos : These photos illustrate the order of the signage along Valley View Road, the requestor would like to move the Speed Limit 30 sign such that it is not within the school speed zone.

may not be aware that they are still in the school speed zone. The requestor believes that this will also assist the movement of vehicles into and out of the driveway of the requestor's residence on Valley View Road. A similar situation can be seen on Normandale Rd, in front of Our Lady of Grace church. No crashes have been reported during school release or start times in the last ten years along this stretch of roadway. The 85th-percentile speed of this section of Valley View Road is 38.1 mph and Valley View Road has an ADT of 7543 in this segment.

After review, staff recommended further study on the lawfulness and placement of the school speed zone at this distance from the school property, and to consider changing the school zone itself instead of the signage currently in place.

Section D : Other items handled by traffic safety

D1. A person called with concerns about the speed of traffic on Division Street and asked for what could be done immediately for lowering traffic speeds. The requestor was informed of the item in the August Traffic Safety Report, and told that enforcement efforts were targeting those who were speeders in the area. Further, the requestor was informed of ways that residents could calm traffic themselves, such as parking on the street.

D2. A requestor called engineering to investigate the RRFB at 64th Street and Xerxes Avenue, as it was not flashing long enough for the requestor to cross, and was not stopping vehicles quickly enough. The crossing was measured and a crossing time was computed. This was sent to Hennepin County, which increased the crossing time allotted from 30 to 40 seconds. Further, the Traffic Safety Coordinator is investigating the design of the RRFBs in this location, as there is a pedestrian island in this location, but all RRFBs light up when a pedestrian actuates the crossing.

D3. A requestor from Dewey Hill Road wanted to see if reflector strips could be added to Dewey Hill Road's stop signs with Shannon Lane, as Dewey Hill Road is east-west in this location, and the requestor was concerned that the setting sun prevented westbound drivers from seeing the stop sign.

D4. A requestor asked for an investigation into light timings at the Northbound TH 100 exit ramps at 70th Street, stating that TH 100 had too long of a green. This was forwarded to MnDOT, after a short investigation showed that the period of light timings was close to accurate as described by the requestor.

D5. A requestor asked for moving some "No Parking" signs further from her driveway, to ensure that people do not park close to her driveway, as the City Code prevents parking within five feet of a driveway. This request has been forwarded to Hennepin County, for these signs to be placed further from the driveway to ensure that the resident can leave her driveway. Additionally, the resident was advised to call the police non-emergency line, which was also provided, to ask for enforcement of this issue when it arises.

D6. A requestor asked for a speed study on Malibu Drive, an earlier request with a similar study was completed and the data was forwarded to the requestor.

D7. A request for painting of Blake Road, at Interlachen Boulevard was fielded after Blake Road had a minor resurfacing. No action was taken specific to this request, as the road was being marked out for painting at this time. The road has been painted to completion at this time.

D8. A requestor asked for the removal of loading zone signage on Edgebrook Place, as the resident who it was installed for has since passed and the loading zone is not needed. A quick review found that this requestor was the original requestor for the signage, and thus the request was forwarded to the sign shop for removal when possible.

Appendix A:

Crosswalk Warrants

- A. Marked crosswalks are placed at locations that are unusually hazardous or at locations not readily apparent as having pedestrian movement.
- B. Marked crosswalks will only be placed in an area that has 20 or more pedestrian crossings in a two-hour period.
- C. Marking for crosswalks will be established by measuring the “Vehicle Gap Time”. This is the total number of gaps between vehicular traffic recorded during the average five minute period in the peak hour. Criteria for markings are:
 - 1) More than five gaps – pavement marking and signage only.
 - 2) Less than five gaps – add actuated pedestrian signals.
- D. Crosswalks will not be placed on arterial roads or roads with a speed limit greater than 30 mph unless in conjunction with signalization.
- E. Other conditions that warrant crosswalks:
 - 1) Routes to schools
 - 2) Locations adjacent to libraries, community centers, and other high use public facilities.
 - 3) Locations adjacent to public parks.
 - 4) Locations where significant numbers of handicapped persons cross a street.
 - 5) Locations where significant numbers of senior citizens cross a street.
- F. Crosswalks will only be placed at intersections.

Appendix B:

Stop Sign Warrants

When it is determined that a full stop is always required on an approach to an intersection a STOP (R1-1) sign shall be used.

At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs.

The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway.
- C. Crash records indicate that three or more crashes that are susceptible to correction with the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users from the minor street failing to yield the right-of-way to traffic on the through street or highway.

Additional warrants which do not specify the type of control are as follows;

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- B. A street entering a designated through highway or street; and/or
- C. An un-signalized intersection in a signalized area.

In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more the 2,000 units per day;
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Additional warrants from the city of Edina list that:

1. If an intersection experiences five (5) or more right angle accidents in a three (3) year period, stop signs should be considered.
2. If the presence of a sight obstruction is contributing to accidents at an intersection, removal of the sight obstruction should be sought before considering a stop sign.
3. If the 85th percentile speed on any leg of an intersection is more than five (5) MPH over the posted speed limit, a stop sign should be considered for the intersecting street.
4. If traffic volumes exceed 1,000 vehicles per day on each of the intersecting streets, stop signs should be considered.
5. Residential stop signs shall not be installed in an attempt to control speed.
6. Residential stop signs shall not be installed in an attempt to control volume.



Minutes
City Of Edina, Minnesota
Transportation Commission
Council Chambers
October 22, 2015, 6:00 p.m.

I. Call To Order

Chair Bass called the meeting to order at 6:05 p.m.

II. Roll Call

Answering roll call were members Bass, Ding, Iyer, Janovy, LaForce, Loeffelholz, Nelson, Olson, Ruehl, and Spanhake. Absent at roll call was member Boettge.

III. Approval Of Meeting Agenda

Motion was made by member Nelson and seconded by member Spanhake approving the meeting agenda. All voted aye. Motion carried

IV. Approval Of Meeting Minutes

Motion was made by member Nelson and seconded by member Janovy approving the Sept. 17 minutes. All voted aye. Motion carried.

VII.B. Traffic Safety Report of October 7, 2015

A.1. Planner Nolan explained that the distracted driver study was the traffic safety coordinator observing and documenting what drivers were doing. Chair Bass requested that this information be added to the appendix in the future. Regarding the vegetation, Planner Nolan said it is not an issue for drivers but could be for pedestrians so staff will evaluate further. He said based on feedback from other roundabouts in the cities of Minneapolis and Richfield, staff did not plan to move the crosswalk.

A.2. This section will be revised to clarify that adding a centerline was the recommendation.

B.1. Planner Nolan stated he was not aware of warrants for stop sign removal. Two improvement suggestions were made: 1) consider moving stop sign to the other side of the street – difficult to see because of tree; 2) good location for a traffic calming circle.

C.1. It was noted that this was an example of why observational data is important because pedestrians will cross wherever it is most convenient for them. Planner Nolan clarified that the Grandview Study will begin immediately and some implementations will be short term and others long term.

C.2. Planner Nolan said staff was reviewing a school speed zone study that was done previously. Change 'Antrim' to 'St. Patrick's.'

D.5. Change 'state statute' to 'city code.'

Motion was made by member Janovy and seconded by member LaForce to forward the amended Oct. 7, 2015, TSC report to the City Council. All voted aye. Motion carried.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: IV.K.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Chad A. Millner, PE, Director of Engineering

Item Activity:

Subject: Request for Purchase: Engineering Services for
Valley View Rd Bike Lane Extension

Action

ACTION REQUESTED:

Authorize City Manager to sign professional services proposal with Alliant Engineering.

INTRODUCTION:

Edina's 2008 Comprehensive Plan identifies Valley View Road underneath highway 62 as a primary bike route. This project will complete preliminary engineering or 30% design to continue those facilities south to West 66th Street. It will be funded by the Centennial Lakes TIF District.

ATTACHMENTS:

Request for Purchase Engineering Services for Valley View Rd Bike Lane Extension
Alliant Engineering Proposal

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



Date: November 17, 2015

To: Mayor and City Council

From: Chad A. Millner, PE, Director of Engineering

Subject: Request for Purchase: Engineering Services for Valley View Rd Bike Lane Extension

The Recommended Bid is

Within Budget

Not Within Budget

Date Bid Opened or Quote Received:

November 6, 2015

Bid or Expiration Date:

N/A

Company:

Alliant Engineering

Amount of Quote or Bid:

\$34,230

Recommended Quote or Bid:

Alliant Engineering

Information/Background:

Edina's 2008 Comprehensive Plan identifies Valley View Road underneath Highway 62 as a primary bike route. Recall the 2012 Bike Boulevard Project created bike lanes to just north of the Highway 62 bridge. This project will complete preliminary engineering or 30% design to continue those facilities south to West 66th Street. By having 30% design documents completed, the City is in a much better position to apply for grant monies that become available for the installation of these improvements.

Alliant Engineering completed the previous Bike Boulevard project. That project completed some analysis of this area that they can use as a starting point for this work effort.

Funding for the project will be utilized from the Centennial Lakes TIF District. Staff recommends approving the proposal with Alliant Engineering.

G:\ENG\CONST\IMPRS\A265 SE Bike & Ped Impr\ADMIN\MISC\RFP VV Rd Bike Ln Extension_CC.docx



ALLIANT
ENGINEERING

Memorandum

TO: Chad Millner, P.E.
City of Edina

FROM: Mike Anderson, P.E., PTOE
Steve Weser, P.E.
Alliant Engineering, Inc.

DATE: November 6, 2015

SUBJECT: Valley View Road – Bike Lane Extension Proposal

As requested, Alliant Engineering (Alliant) has prepared a proposal for the preparation of a 30% preliminary engineering layout for the extension of bike lanes between TH 62 and 66th Street along Valley View Road.

Project Understanding

Based on discussions with the City of Edina on October 23, 2015 the following improvements will serve as the Scope of Work for this proposal:

- Provide an 8 foot off street trail below the TH 62 Bridge (both sides) with connection to the existing on street bike lanes to the north. The bridge abutments will be modified to remove the slope and provide a vertical wall between the abutment and pier to create space. Bridge abutment design is not included as part of the scope of work.
- The northbound bike lane will be either on street between 66th Street and 65th Street (removal of one northbound through lane) or off street via widening of the existing sidewalk. Potential pork chop and westbound free right turn lane modifications at Valley View Road/66th Street may be required.
- The southbound bike lane will either cross perpendicular to the free right turn exit ramp from TH 62 to southbound Valley View Road onto an off street trail that will then follow Valley View Road until it crosses the pond via a new bridge; or be on street to 66th Street.
- MnDOT has planned ADA improvements at the Valley View Road/65th Street and Valley View Road/TH 62 North Ramp intersections. The preliminary design will be compatible with those improvements to the extent feasible.

Scope of Work

Task 1.0 Document Existing Conditions

- 1.1 Compile and review record plans - (**The City of Edina shall provide asbuilts for City sanitary sewer, watermain, and storm sewer.**) Alliant will contact MnDOT to acquire record plan information as applicable. .
- 1.2 Request Gopher State One Call locates and mapping and add information into the project base mapping files.
- 1.3 Collect a field survey of the corridor (surface features, trees, utility locate markings, curbs, lane markings, etc.).
- 1.4 Update topographic file and develop project base mapping in microstation format
- 1.5 Field review of existing conditions.
- 1.6 Traffic counts – Alliant will collect one day peak AM and PM hour turning movement counts at the following intersections:
 - Eastbound TH 62 to Valley View Road exit ramp
 - 66th Street and Valley View Road

Task 1.0 Assumptions

- 1) *Topographic information and existing survey data will be provided by the City of Edina. Based on the availability and quality of this information, the amount of additional field survey work will be identified.*
- 2) *Our scope does not include utility meetings or coordination.*
- 3) *Right of way verification is not included.*

Task 2.0 Conceptual Design

- 2.1 Traffic Operations Analysis – Perform high level evaluation of Valley View Road/65th Street and 66th Street intersections to determine feasibility to remove travel lanes, reduce free right turn movement speeds or to remove free right turn movement. Results of this analysis will be discussed with City of Edina and MnDOT prior to proceeding on any potential concept layout work that modifies the Valley View Road/65th Street intersection geometrics.
- 2.2 Concept Sketches–Develop concept sketch alternatives to illustrate the couple different options in connecting the bike lanes to 66th Street. Concept sketches will be high level and be for discussion purpose prior to developing the preliminary layout.

Task 3.0 Preliminary Layout

- 3.1 Prepare 30% preliminary layout of the preferred bike lane and off-street trail configurations. Deliverable will be a full colorized layout overlaid on in-place aerial or topography and will show all design elements and typical sections.
- 3.2 Identify utility relocations. The utility conflicts will be only noted at this time and no coordination is assumed.
- 3.3 Autoturn Analysis – Run autoturn analysis on the preferred intersection geometrics where applicable.
- 3.4 Prepare Engineers Estimate – Prepare quantity take off and 30% Engineer's Estimate of construction costs based on the design layout.

Task 3.0 Assumptions

- 1) *This proposal does not include any efforts associated with the acquisition of right-of-way or easements. If right-of-way is needed, areas will be denoted on the preliminary layout.*
- 2) *This proposal assumes no environmental investigation efforts associated with, but not limited to, wetland impacts, wetland mitigation, historical properties, endangered species, socio/economic studies, etc.*
- 3) *Software to be utilized on the project include Bentley MicroStation, Bentley GEOPAK, Transoft AutoTurn, and Microsoft Office titles.*
- 4) *This proposal assumes the additional impervious area as a result of the improvements is less than one (1) acre. As a result, this proposal does not include the design of additional stormwater treatment facilities.*
- 5) *Cost estimating will include an estimation of storm sewer and public utility relocation costs based on available record plans and field reviews. The conceptual design effort will not include detailed pavement spread and pipe capacity analyses. Storm sewer construction costs included in the Engineer's Estimate will be based on engineering judgment upon review of the record plans and field reviews.*
- 6) *Cost estimate for structural work and modifications to the bridge abutments at TH 62 will be provided by others.*

Task 4.0 Project Management and Meetings

4.1 Meetings

- Project Team Meeting – Alliant will meet with City of Edina staff to discuss concepts and preliminary design layout. *(Assume three meeting)*
- Meeting with City of Edina and MnDOT discuss potential concepts relating to the Valley View Road/65th Street intersection. *(Assume one meeting)*

4.2 Project management and miscellaneous coordination

- Project documentation and invoicing

Task 4.0 Assumptions

This task does not include public involvement, City Council, or other City committee meeting attendance.

Project Schedule

The following project schedule milestone dates are anticipated:

- Authorization to Begin: November 16, 2015
- Traffic Ops and Concept Sketches: December 18, 2015
- 30% Layout: February 29, 2015
- Final Submittal: March 28, 2015

Attachments

Attachment A – Project Hour Estimate

Staff Hour and Cost Estimate

Task	Description	Hours					Dollars TASK TOTAL
		Project Manager	Project Engineer	Data Collector	Survey Crew	TEAM TOTAL	
1.0	Document Existing Conditions	10	71	20	40	141	13,690.00
1.1	Compile and Review Record Plans	2	4	0	0	6	640.00
1.2	Gopher One Call and Mapping	1	16	0	0	17	1,580.00
1.3	Field Survey	1	24	0	40	65	7,500.00
1.4	Topo File and Base Mapping	2	16	0	0	18	1,720.00
1.5	Field Reivew	4	8	0	0	12	1,280.00
1.6	Traffic Counts	0	3	20	0	23	970.00
2.0	Conceptual Design	6	32	0	0	38	3,720.00
2.1	Traffic Operation Analysis	2	8	0	0	10	1,000.00
2.2	Concept Sketches	4	24	0	0	28	2,720.00
3.0	Preliminary Layout	33	116	0	0	149	15,060.00
3.1	30% Preliminary Layout (Sheets)	24	96	0	0	120	12,000.00
3.2	Identify Utility Relocates	4	4	0	0	8	920.00
3.3	Autoturn Analysis	1	4	0	0	5	500.00
3.4	SEQ and Engineer Estimate	4	12	0	0	16	1,640.00
4.0	Meetings	10	4	0	0	14	1,760.00
4.1	Project Team Meetings (4)	8	4	0	0	12	1,480.00
4.2	Project Management	2	0	0	0	2	280.00
	PROJECT TOTAL	59	223	20	40	342	34,230.00

City of Edina

Scott Neal, Executive Director



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: V.A.

To: Mayor and City Council

Item Type:

Other

From: Debra Mangen, City Clerk

Item Activity:

Subject: Jan Callison, Hennepin County Commissioner

Information

ACTION REQUESTED:

INTRODUCTION:

Hennepin County Commissioner Callison has asked for a few minutes to update the Council.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: V.B.

To: Mayor and City Council

Item Type:
Other

From: Mark K. Nolan, AICP, Transportation Planner

Item Activity:
Information

Subject: Grandview District Transportation Study

ACTION REQUESTED:

None.

INTRODUCTION:

Please recall that at its Oct 20, 2015 meeting City Council approved a request for purchase with LHB, Inc. for the Grandview District Transportation Study. On Nov 2 LHB and the Project Management Team (PMT) held a kick-off meeting to begin the project. The PMT consists of staff from the engineering, administration and planning departments, as well as representatives from the Transportation and Planning Commissions.

The community engagement process for the Study will begin with an intensive "Convene Week" intended to help stakeholders develop a shared understanding of the Transportation Study's place in the larger set of efforts around the Grandview District. It is an opportunity to reconnect with the outcomes of previous planning processes, reassess existing conditions, and develop a deeper understanding of the transportation system's role in guiding public and private investments in the area.

During Convene Week, there are three key opportunities for the public to connect with the process. First, there will be brief presentation to the City Council on Nov 17 at 7:00pm at Edina City Hall. Next there will be a public workshop on Nov 18 at 6:00pm at the Public Works & Park Maintenance Facility. Finally, there will be a wrap-up presentation for the week's efforts at the Transportation Commission meeting on Nov 19 at 6:00pm at Edina City Hall. Of these meetings, the Nov 18 public workshop will be the only meeting where public comments will be taken regarding the Study.

Michael Fischer, project principal from the LHB, Inc. consultant team will lead a brief presentation to introduce the goals and process of the Study.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: V.C.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Jordan Gilgenbach, Communications
Coordinator

Item Activity:

Subject: Speak Up, Edina October Discussion

Information

ACTION REQUESTED:

Receive the October 2015 "Speak Up, Edina" discussion report about parks, recreation and programming.

INTRODUCTION:

Since June 2012, the City of Edina has used the online engagement website, www.SpeakUpEdina.org, to collect ideas and opinions from residents. One of the City Council's six strategic priorities for 2014-2015 is Communication and Engagement: "To clearly understand community needs, expectations and opinions, the City will consistently seek the input of a broad range of stakeholders in meaningful and interactive communication." A goal of that is to host a monthly discussion on www.SpeakUpEdina.org.

In October 2015, the discussion topic centered on parks, recreation and programming. The City has more than 30 neighborhood parks around the city, each unique in its own way with different amenities. Throughout the year, but primarily in the summer, the Parks & Recreation Department offers a variety of programming opportunities from Fab 4 & 5, Summer Playgrounds and sports camps to art classes, tennis lessons and adaptive recreation. In this discussion, the City posed the following questions:

- What do you think about Edina's neighborhood parks?
- What park amenities do you like and what do you think could be added or improved?
- What do you think about the Parks & Recreation Department's current offerings or programming? What classes and activities would you like to see added in the future?

The discussion was open for comments between Sept. 24 and Nov. 9. During that time, 90 comments were made. Additionally, 864 users visited the site 1,112 times, garnering 4,273 page views. All but one participant in this discussion were from Edina.

Attached are the comments for the discussion.

ATTACHMENTS:

Comments

Comments from NextDoor

City of Edina

- Home
- Discussions
- Forums
- Ideas
- Meetings
- Surveys

Email
email address...

Password
password...

or, Sign In with:

Connect with:

Sign Up Sign In

Like 0

Tweet

Share



Speak Up, Edina!

▶ **SHARE** your feedback! ▶ **POST** your ideas! ▶ **JOIN** the discussion!

This Discussion channel is currently closed.

Discussion: Parks, Recreation and Programming

The City has more than 30 neighborhood parks around the city, each unique in its own way with different amenities. Throughout the year, but primarily in the summer, the Parks & Recreation Department offers a variety of programming opportunities from Fab 4 & 5, Summer Playgrounds and sports camps to art classes, tennis lessons and adaptive recreation.

3 Topics 90 Answers Closed 2015-11-09

[View Discussion](#)

Topic: [Parks](#)

What do you think about Edina's neighborhood parks?

15 Responses

15 Responses



[Joel Stegner](#), Community volunteer 25 days ago

They are of course very nice, but a few comments. Calling them neighborhood parks might suggest then are "owned" or exclusive to the neighbor. They are in fact small city parks. Second, they should all have signage, parking for cars and bikes, benches and at least one picnic table. Not just places for walking through or playing team sports. Probably also more bathrooms, pavilions and grills.

3 Supports

comment...

Reply to Joel Stegner



[Mary Wiley](#) 25 days ago

Our lovely local park would probably get more use if there were bathroom facilities.

2 Supports

comment...

Reply to Mary Wiley



[Jay Halvorson](#) 24 days ago

There should be a playground at Van Valkenburg Park. The northwestern most area of Edina has NO playground within a mile in Edina. The closest playground for us is to cross over 169, go down a steep dirt and treed embankment, and into Hopkins several blocks. In the Hopkins neighborhood there are two nice playgrounds 2 blocks apart. I also believe this playground should be accessible or of Universal Design to meet the needs of all children in the community.

2 Supports

comment...

Reply to Jay Halvorson



[Shelley Ch](#) 23 days ago

I appreciate the city asking, and think parks are a very important asset to this community. Our parks should be one of the best things about the city of Edina.

0 Supports

comment...

Reply to Shelley Ch



[Sara Kaufman Sara Kaufman](#) 22 days ago

Our large parks are amazing i.e. Pamela. Love it! But, I would like to see more small, "pocket parks" scattered in the residential areas. For example, St. John's park is a great space, and a great location, but is literally nothing but a blank space. It's great for pick-up games, which is nice since lots in this area are very small, but it would also be nice to use a small corner of the park for a playground, splash pad pad, those cool outdoor exercise systems, (teams run by the park all the time during after school practice and could totally incorporate that) benches...something to make it more of a gathering spot.

0 Supports

comment...

Reply to Sara Kaufman Sara Kaufman



Jeff Northrup at November 06, 2015 at 9:37am CST

The growth of "rectangular field sports" in America has created unique problems for our parks. But one of the biggest issues is the lack of opportunities for "newer" activities or "less organized" offerings. I think a very inexpensive, but high yielding, opportunity for our parks is to find all the "nearly-level" green space and level and irrigate it. The case study of Pamela Park is a great one. That land between the lighted fields and the playground was nearly level, but it was not irrigated and had numerous and dangerous pot holes. Now it is level and has irrigation. That precious, level, green space can now be used in more ways than it could before - with minimal expense. And it is safe. Now it can be used for anything from flying a kite to girl's rugby to ultimate frisbee to pre-k soccer to walking your dog. We are not talking massive "fields initiatives" either. Any nearly-level space can be improved by simply making it level. By the time they are completed, most people would not be able to see a major difference. But the usability of those parks would increase ten-fold. There are numerous other parks in Edina where a little leveling and irrigation would expand our ability to maximize these awesome neighborhood parks.

0 Supports

comment...

Reply to Jeff Northrup



Erica Ziegler at November 06, 2015 at 9:43am CST

I'd like to see parks updated in a more timely manner. If there isn't funds for it, perhaps guiding residents on how they can raise funds in order to update their local park. Edina could also use a splash pad and an indoor waterpark would be amazing.

2 Supports

comment...

Reply to Erica Ziegler



Jim Vandervelde at November 06, 2015 at 1:51pm CST

Walnut Ridge Park is wonderful and the path around it is heavily used by walkers and pet owners. A few lights around the perimeter of the walking path would be very welcomed by visitors and increase safety.

0 Supports

comment...

Reply to Jim Vandervelde



Laura Kondrick at November 06, 2015 at 3:27pm CST

Lights do not increase safety and contribute to light pollution. Bring a flashlight like I do.

I do not understand why the city is not better funding the parks and rec department. Their budget is so small.

BUCKTHORN Also, city council has been a terrible steward of our woods and wildlife in our parks. The lack of funds for buckthorn removal is appalling. A church volunteer group came and cleared buckthorn around the Bredesen park entrance. I feel that the city has a bricks and mortar

approach to land development and that is where they are putting our money, but there are substantial grants available if applied for. The Park Board also is heavily weighted towards bricks and mortar in my opinion. Our city has to step to improve the most valuable assets of our parks - the wildlife ,the woods, marshes, creeks ponds, meadows and sloughs. Buckthorn crowds out native plants and deprives wildlife of habitat.

Playgrounds - I walk Walnut Ridge almost every day at different times and do not see many kids using the playground equipment. It looks like some nannies take the kids out, but not in large numbers. I can't remember the last time I say any grade school or middle school kids in the park, not even when the ice rink is up. I think it would be good to have some usage measurement so we can assess needs. I would like a playground for adults with rigging, rock climbing, etc

1 Support

comment...

Reply to Laura Kondrick



Laura Kondrick at November 06, 2015 at 3:30pm CST

Build more pickle ball courts. Tennis is on the wane and pickle ball is the fasting growing sport in the US. Or convert tennis courts to pickle ball courts. I see very low usage of tennis courts these days.

0 Supports

comment...

Reply to Laura Kondrick



Audre Gaer at November 06, 2015 at 3:54pm CST

One day when I was babysitting my grandson last summer I arranged a playdate with two of my friends with their young children at Lake Cornelia Park playground. They are both residents of Minneapolis and use those facilities regularly. We were all very unimpressed with the run down nature of the equipment. Many of the wooden boards were rough and splintery. One board was completely loose and kids were playing with it.

I think before money is spent on adding facilities older equipment should be repaired and made safe.

3 Supports

comment...

Reply to Audre Gaer



Cyd P at November 07, 2015 at 10:22am CST

It feels like the emphasis in the past 10 years has been on the REC and not on the PARK of "park and rec". Pamela Park was at one time a wetlands. The pond is still home to a variety of wildlife rarely seen in an urban area. When we first moved here, there were pheasants in the park! That natural treasure has now been covered in a plastic playing field, metal fencing, blaring lights that stay on until 11:00 pm, an asphalt ribbon smack dab through the middle of it, and a huge parking lot with cars roaring in and out by the dozens. Buckthorn has taken over most of the plant life. The Fred golf course, which was already a "manufactured green space" could easily have been turned into sports playing fields instead, and Pamela could have been converted into a nature restoration area that school kids could have visited on field trips and the neighborhood could have used to teach our kids about nature. Let's put more "PARK" back into Park and Rec.

1 Support

comment...

Reply to Cyd P.



Elizabeth Gorman at November 08, 2015 at 9:10pm CST

I would like to see improvements to Bredesen trails and Creek Valley playing fields so they are not so prone to flooding.

0 Supports

comment...

Reply to Elizabeth Gorman



Jeff Northrup at November 09, 2015 at 11:28am CST

Pamela Park is now one of our city's gems. It is magnificent. The transformation of Pamela should be held as a beacon of what successful investment looks like. I haven't seen kids playing "pick up" sports in a long time - not until this summer at Pamela. Daily there were kids out there on the turf running, catching, throwing, kicking, using their muscles, getting exercise. What a blessing to see kids leaving their screens behind and enjoying the outdoors.

0 Supports

comment...

Reply to Jeff Northrup



Barbara La Valleur at November 09, 2015 at 12:39pm CST

We are blessed to have a wonderful park system. I'd love to see more artistic yet functional items like bike racks, benches, art murals and mosaics and clever playground equipment in our parks.

0 Supports

comment...

Reply to Barbara La Valleur

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This Discussion channel is currently closed.

Discussion: Parks, Recreation and Programming

The City has more than 30 neighborhood parks around the city, each unique in its own way with different amenities. Throughout the year, but primarily in the summer, the Parks & Recreation Department offers a variety of programming opportunities from Fab 4 & 5, Summer Playgrounds and sports camps to art classes, tennis lessons and adaptive recreation.

3 Topics 90 Answers Closed 2015-11-09

[View Discussion](#)

Topic: [Park Improvements?](#)

What park amenities do you like and what do you think could be added or improved?

64 Responses

64 Responses



[Kristan Frend](#) 25 days ago

I think Edina's parks and facilities are excellent overall. But since you're asking... It would be great to have an indoor aquatic park for children in the winter similar to Minnetonka's Williston indoor splash pad or Shoreview Community Center's. Perhaps over the long term, the pool at Edinborough could be expanded (?).

6 Supports

comment...

Reply to Kristan Frend



[sue kaiser](#) 25 days ago

I'd like to see the restrooms open earlier in the spring and later in the fall. Thank you!

3 Supports

comment...

Reply to sue kaiser



[Andrew Brown](#) 25 days ago

Strachauer Park by Hwy 62 needs a new warming house and freshening up. It is a well used park by the residents

1 Support



[Jack Ellingson](#) at November 09, 2015 at 5:57pm CST

I, an active Edina resident that lives near Strachauer Park, agree. However, I would rather see mountain bike trails in Edina parks first. This would better benefit the parks of Edina in the long term in that mountain bike trails attract riders that actively ride and maintain the parks.

0 Supports

comment...

Reply to Jack Ellingson

comment...

Reply to Andrew Brown



[Jay Halvorson](#) 24 days ago

We need a playground the is within walking distance for families with toddlers in our neighborhood. Over a mile is a long way to walk with a 2 year old.

1 Support

comment...

Reply to Jay Halvorson



[Shelley Ch](#) 23 days ago

Would like to see more off-leash dog parks in Edina; centrally located please.

1 Support



[Laura Kondrick](#) at November 06, 2015 at 3:33pm CST

I worry about the city liability issues. You never think it will happen. But I have seen it happen. Dog bites dog. Dog bites man. Man kicks dog, Man punches man. I am not kidding!

0 Supports



[Shelley Ch](#) at November 08, 2015 at 12:06am CST

Yes, I understand. My own beloved young dog lost vision (became blind) in his left eye this summer while walking at night at Centennial Lakes Park. He was attacked by a pitbull; both dogs were on leash. I will never trust a pitbull again! Nor owners of pitbulls! I have to sue this one to have my dog's vet expenses recovered; how ridiculous. Altogether a terrible experience, and I feel fortunate my dog survived.

I agree with you, and, despite my own experience from this summer, hadn't thought of that. So many dogs are well-behaved and friendly, but there are those who are not, so harm is definitely a risk. Given that, I guess I retract my statement. So thank for your reply.

0 Supports



[Don McCormick](#) at November 08, 2015 at 2:17pm CST

comment...My family and I have been using the Van Valkenburg dog park for about six months. My dog loves it, people are friendly, owners pick up after their dogs, and the dogs are well behaved. I have yet to see dog or owner that is inappropriate. There was one dog this Saturday that arrived with a muzzle and still had an enjoyable time. Its seems to get a lot of use. I'd like a park on the East side of the city as I drive over from 50th & Wooddale. Pamela Park would be a hit.

1 Support

comment...

Reply to Laura Kondrick

comment...

Reply to Shelley Ch



[John Hamilton](#) 21 days ago

It seems to me that the overall park concepts have worked well, where they might use a little help would be in the fine grained details. How about selecting unique trees for leaf identification, pollinator friendly wildflower gardens combined with educational rain gardens to teach residents that life without sterile lawns is possible, bird feeders. Meandering walkways along the edges of the sports venues for neighborhood

walkers through the park, a checkerboard, exercise equipment scattered along the walks, perhaps meeting rooms, an identified area for the gardening club, horseshoe pitch, a neighborhood message board, posted distances to interesting local points of interest (Starbucks, ice cream, etc.) for walkers to vary their routes, low level and attractive illumination to encourage morning and evening walkers especially in cold weather. A night sky telescope, local history storyboards, larger "free books" depositories for take one leave one exploration. Insect identification message boards. A compost pick-up bin.

3 Supports



[Elizabeth Genovese](#) at November 06, 2015 at 8:50am CST

John, I like many of your ideas. Am curious what you mean by "identified area for the gardening club"? just FYI Edina has 6 gardening clubs assoc. with the Mn state clubs. Love to have you join one. Arneson Acres has a pollinator garden that has been growing for 3 years and has expanded. Which Park is the one you mostly frequent?

0 Supports



[Laura Kondrick](#) at November 06, 2015 at 3:39pm CST

John, I would really like to see the natural habitat restored before planting anything. I moved to California in 1999 and returned to Edina in 2011 only to find my beloved Bredesen views of the ponds, creek, meadows, marches, sloughs obscured by BUCKTHORN. I would like to see the city restore our wildlife habitat and wildlife by getting rid of this non native invasive shrub. The city has let it go so long that it is a major problem. If early intervention had been a priority we wouldn't be in this fix now.

4 Supports

comment...

Reply to Elizabeth Genovese

comment...

Reply to John Hamilton

[Ellen Schousboe](#) at November 04, 2015 at 7:33pm CST

I live near Pamela Park and I have enjoyed it for years, but I'm concerned about the state it's in. For as long as I have lived here, the park has been severely choked with many very noxious invasive species such as buckthorn and purple loostripe which are killing wildflowers and tree saplings. If they are not removed, in a few more decades the tree population and native wildflowers will mostly die out, and I fear the native birds will disappear too. The park is also very badly littered with garbage and dog droppings. I wish that the Park Board would be more proactive in keeping Pamela Park clean and removing the invasive species so that native wildflowers, pollinators, trees, and birds can remain in my neighborhood. Making garbage cans more available and posting signs reminding people to clean up after their dogs might help as well. Lastly, please unlock the restrooms so that we can use them. I have never been able to open one. I pick up litter and then can't wash my hands.

3 Supports



[Laura Kondrick](#) at November 06, 2015 at 3:46pm CST

I agree a hundred percent with your views on not native invasive species. I can not believe the city has let the buckthorn infestation develop to this degree. It obscures meadows, marshes, ponds, sloughs, the creek, etc. Most people have no idea what is behind the buckthorn. Our condo association has a problem with buckthorn and we have a yearly removal plan in place. Removal is expensive. We also have a Buckthorn Committee to stay on top of the seedlings and smaller plants. Somehow we have to educate our citizens and get the needed funding from the city. Someone suggested to me that we should have a parks liaison position for educating citizens, applying for grants, and coordinating volunteer cleanups. The city does not have to pay the whole bill if we make the effort to apply for grants. I think Minnetonka got a grant for \$250,000!

4 Supports

comment...

Reply to Laura Kondrick

comment...

Reply to Ellen Schousboe



[Aimee Pappenfus](#) at November 06, 2015 at 9:05am CST

I live near Pamela Park and would love to see splash pads placed in the local parks. The pool is great, but not always convenient to cool off quickly in the summer. I am very pleased with the new path in Pamela. Thank you for that!

0 Supports

comment...

Reply to Aimee Pappenfus



[Leeanne Huber](#) at November 06, 2015 at 9:06am CST

Several of the area parks have been updated and upgraded -- I would love to see more effort put into Arden Park. There's not much there for older kids. Still, I love the proximity and variety of parks in Edina!

0 Supports

comment...

Reply to Leeanne Huber



[Heather Bennett](#) at November 06, 2015 at 9:16am CST

Lewis Park has been long neglected by the city, but is often used by residents and guests - especially during sporting events. The playground could stand to be updated and a water fountain added nearby. The warming house is also in a sorry state and should really be replaced in the next few years. The newly updated outdoor rink will get lots of use, but the warming house really needs to be replaced!

0 Supports

comment...

Reply to Heather Bennett



[Leslie Vogel](#) at November 06, 2015 at 9:24am CST

Walnut Ridge could use updated playground equipment. An indoor water park would be a great addition to the city.

1 Support

comment...

Reply to Leslie Vogel



[Leslie Vogel](#) at November 06, 2015 at 9:27am CST

Lights around the walking path at Walnut Ridge would be nice.

1 Support

comment...

Reply to Leslie Vogel



[Jon Blumenthal](#) at November 06, 2015 at 9:39am CST

Perhaps outside the purview of Parks & Rec, but my family would appreciate sidewalks for access to Pamela Park and/or a pedestrian cut-through over the creek as neighbors enjoy from Creek Drive at Valley View Lane to access Heights Park over Nine Mile Creek.

1 Support

comment...

Reply to Jon Blumenthal



[Erica Ziegler](#) at November 06, 2015 at 9:39am CST

Arden park needs an update. There are lots of young families and the playground equipment could use a tot lot and updates for older kids too. Also, the warming house needs to be refreshed and perhaps the bathrooms could be open during daytime hours - similar to Countryside park (which was beautifully updated).

0 Supports

comment...

Reply to Erica Ziegler



[Joel Stegner](#), Community volunteer at November 06, 2015 at 10:42am CST

Success is defined as use by people, not just organized sports. Today, ,i wonder if we even have any idea how many people use a park every day, or how many different people use a park a year. An unused park suggests our people are inactive, or don't know the parks are there, or have no safe way of getting there or that the park doesn't have the basic amenities that are characteristic of great parks. We may know people come, but we don't really know why many don't. For the parks to be true community resources and busy everyone in the community needs to have a good reason, if it is as simple as taking a walk and sitting on a bench and watching the clouds go by, hard to do in backyards with lots of trees. For those who have more time and less money, they are places to meet friends and make new ones, in the recent quality of life survey, Edina residents didn't rate themselves as very friendly. Busy parks are friendly places where neighbors actually see themselves. We build parks and assume like magic they will be used, but maybe we need to beef up their amenities and make a real effort to convince everyone who lives here to try them out!

1 Support



[Laura Kondrick](#) at November 06, 2015 at 3:50pm CST

I so agree with the organized sports. Breamar - what can I say.....They just get too much emphasis. I am not sure the city has a clue about park usage. That would be a first step certainly!

0 Supports

comment . . .

Reply to Laura Kondrick

comment . . .

Reply to Joel Stegner



[Joel Stegner](#), Community volunteer at November 06, 2015 at 10:42am CST

Success is defined as use by people, not just organized sports. Today, ,i wonder if we even have any idea how many people use a park every day, or how many different people use a park a year. An unused park suggests our people are inactive, or don't know the parks are there, or have no safe way of getting there or that the park doesn't have the basic amenities that are characteristic of great parks. We may know people come, but we don't really know why many don't. For the parks to be true community resources and busy everyone in the community needs to have a good reason, if it is as simple as taking a walk and sitting on a bench and watching the clouds go by, hard to do in backyards with lots of trees. For those who have more time and less money, they are places to meet friends and make new ones, in the recent quality of life survey, Edina residents didn't rate themselves as very friendly. Busy parks are friendly places where neighbors actually see themselves. We build parks and assume like magic they will be used, but maybe we need to beef up their amenities and make a real effort to convince everyone who lives here to try them out!

0 Supports

comment . . .

Reply to Joel Stegner



[T Dog](#) at November 06, 2015 at 10:53am CST

I played a couple of rounds of golf at Fred Richards this past summer. A great location and setup for golf, but the greens were in terrible shape and they did not have actually have holes and flag sticks. Though, the amount I paid for green fees was very reasonable! Given that Braemar is now reducing the amount of holes and will be under construction, I don't think it would be unreasonable to rethink the closing of Fred Richards

golf course. (Yeah I know Let it go.)

1 Support



Laura Kondrick at November 06, 2015 at 3:57pm CST

Somebody told me we have 1 golf hole for every 1000 residents. The golf courses are business enterprises like the liquor stores but are not making money due to lack of usage and low green fees. Golf parks in Edina are Interlachen Country Club, Edina Country Club, Braemar Golf Course, and Fred Richardson which closed was In March 2014 when the City Council accepted the recommendation of staff and the Park Board to close Fred Richards Golf Course at the end of the 2014 season. Sorry I can't agree with you.

0 Supports



T Dog at November 06, 2015 at 5:56pm CST

Interlachen and Edina CC are (highly priced) private clubs and should not considered as golfing opportunities for the general public . I strongly disagree that community owned golf courses should be thought of as "business enterprises", but rather they should be consider as a recreation park (like Braemar Ice Arena or the Aquatic Center). I think the given net loss of Fred Richards was less than \$100,000. For the cost of redeveloping and maintaining the new park, Fred Richards golf could go on for well over over 30 years and cost the city less money. Finally, I think part of the problem was that the City Council decided to close Fred Richards before the Park Board finalize their plans.

1 Support

comment...

Reply to Laura Kondrick



Mike Welbaum at November 09, 2015 at 11:32am CST

Braemar golf course has a long history of being financially self-sufficient, including the bonds that were required to support Fred Richards - bonds that are now paid off. The City Council, unceremoniously and using prejudicial data (see bonds, above) financial data decided to close the Fred... they forgot that Braemar is a community amenity, never intending to be a revenue source. By closing the Fred, the new, 18-hole plus executive version of Braemar will, indeed, be financially stronger... but anyone can run a facility with all the golf interest that exists here. The cost is losing a financially neutral, critical municipal asset, one that provides both young and old a friendly, healthy activity, and – it cannot be understated – has produced Many of Minnesota's leading golfers. My request/recommendation is to acknowledge the mistake and to re-open the Fred, and to do so ASAP.

1 Support

comment...

Reply to Mike Welbaum

comment...

Reply to T- Dog



[Lee Nordstrum](#) at November 06, 2015 at 11:05am CST

Pamela Park has just gotten some very nice improvements (walking path, warming hut, etc.), but I am disappointed by the attempt to overly manicure the park. With the new turf soccer field (which is great), a portion of the park is used a drainage zone - water from the turf field drains into this lower level area. It would have made a great space for natural wild grasses and flowers to grow, since it is not really usable for other things as it is often wet. That's what was about to happen in late summer, but then the parks department plowed the whole area and attempted to plant lawn-type grass there, which will never grow given the moisture level of this area.

4 Supports



[Laura Kondrick](#) at November 06, 2015 at 4:03pm CST

I agree. There are many parks that areas that would be perfect to convert to marsh or the like. We have this situation at Walnut Ridge Park too. I see the lawn guys try to mow these wet spots and put big tire marks in the soft soil. We could save some money if it didn't need mowing! It would be very inexpensive to let it convert from grass, just stop mowing it and nature will return it to natural habitat.

0 Supports

comment...

Reply to Laura Kondrick

comment...

Reply to Lee Nordstrum



[Lisa berg Juran](#) at November 06, 2015 at 1:52pm CST

More play equipment for the toddler ages (2-5 years). Most of the play equipment in most of the parks is geared towards kids age 5 and up (according to the information posted on the equipment). The littlest kiddos deserve a place to play too!

0 Supports

comment...

Reply to Lisa 'berg' Juran



[paula colestock](#) at November 06, 2015 at 1:52pm CST

Please add some mountain bike trails for the Edina Cycling Team! The team started with about 10 riders three years ago and this year they finished their season with over 50 riders!

11 Supports



[Laura Kondrick](#) at November 06, 2015 at 4:05pm CST

What would a mountain bike trail look like? Are there places in Edina that you would like to see this trails?

0 Supports



Jack Ellingson at November 07, 2015 at 1:59pm CST

Braemar has some great potential for trails

8 Supports



Peter Larson at November 09, 2015 at 1:55pm CST

Would love to see some Mtn. Biking trails in Edina. It is a great sport for kids and adults. Currently our family drives to other cities to access trails.

5 Supports



Leigh Mazion at November 09, 2015 at 1:52pm CST

I agree, mtn bike trails would be a great addition! High School mtn biking is likely the fastest growing sport nationally and in Minnesota. This past year Mn had over 700 racers competing statewide and that number will likely exceed 1000 next year! Many communities, such as Duluth, have embraced mtn biking by building extensive trail networks. The cost to build and maintain these trails compared to other facilities is relatively small and can often be accomplished with volunteers. Kids love to bike and mtn biking is a great life long sport!

6 Supports



bruce freeman at November 09, 2015 at 11:26am CST

Mtn bike trails are very narrow 18" winding trails through the woods and along side all the hills surrounding Braemar. We have fantastic terrain there, some of the best in city. Mtn biking trails are very easy to build and cheap with zero maintenance from the city. Braemar is only place with enough terrain to make it worthwhile. You need a few miles of trail. We use the areas that nobody uses, woods, swamps, and sides of hills.

5 Supports

comment...

Reply to Laura Kondrick

comment...

Reply to paula colestock



Jim Vandervelde at November 06, 2015 at 1:53pm CST

Walnut Ridge Park is wonderful and the path around it is heavily used by walkers and pet owners. A few lights around the perimeter of the walking path would be very welcomed by visitors and increase safety.

0 Supports

comment...

Reply to Jim Vandervelde



Craig Bourgeault at November 06, 2015 at 2:12pm CST

What ever happened with the France and 40th Street well property? that would be an ideal spot to build mountain bike trails. it would be compatible with the uses the surrounding residents already put to it. The "un-improved" open space there would go along way to replacing the Pamela park open space lost to the sports associations.

7 Supports



Laura Kondrick at November 06, 2015 at 4:08pm CST

That would be good place for this. Great idea. Is it expensive to build these trails? Could you get financial support, donations or grants to build it? I don't think the city will fund it, but if you had a funding proposal and a plan approved by the city council they might approve the land use. This would be a big project, but is doable. Good luck!

0 Supports



bruce freeman at November 09, 2015 at 11:31am CST

Braemar is a 100 times better place for mtn biking trail system many miles lond and the park you're talking about I just rode it for the first time and I think just leave it as it is, wild and unstructured and focus any trail building at Braemar where the city knows very well about a detailed plan for creating a fantastic trail system surrounding Braemar in the hills where nobody goes.

2 Supports

comment...

Reply to Laura Kondrick

comment...

Reply to Craig Bourgeault



Craig Bourgeault at November 06, 2015 at 2:12pm CST

What ever happened with the France and 40th Street well property? that would be an ideal spot to build mountain bike trails. it would be

compatible with the uses the surrounding residents already put to it. The "un-improved" open space there would go along way to replacing the Pamela park open space lost to the sports associations.

6 Supports

comment...

Reply to Craig Bourgeault



Brian Kompelien at November 06, 2015 at 2:17pm CST

I'm in favor of developing single track mountain bike trails at "Weber Woods" (near Weber Park). Single track bike trails are an efficient use of space and can be built alongside other activities. Many kids in the neighborhood would be drawn to these trails rather than riding in the streets.

9 Supports

comment...

Reply to Brian Kompelien



Jennifer Wilson at November 06, 2015 at 2:36pm CST

More trees planted!

1 Support



Laura Kondrick at November 06, 2015 at 4:09pm CST

And more buckthorn removed to make room for the trees!

2 Supports

comment...

Reply to Laura Kondrick

comment...

Reply to Jennifer Wilson



KB Montgomery at November 06, 2015 at 2:47pm CST

I completely agree with Kristan that an indoor recreation facility that could be used by all residents is needed in Edina. We have a perfect opportunity to build one on the public land at GrandView. The Parks and Recreation Master Plan has noted that Edina is behind communities both locally and nationally for indoor recreation facilities. Health, wellness and the concepts of community and socialization are all vital and necessary to enlightened 21st century cities. Without public access to general recreation facilities, Edina risks falling behind other communities who have long recognized the need to serve all residents.

2 Supports

comment...

Reply to K.B. Montgomery



Chris Kennedy at November 06, 2015 at 3:40pm CST

I visit the Van Valkenburg dog park at least once a day. I would guess that, other than Bredeson Park, there is no other park in Edina that gets the use that this dog park does. In addition, it's the only park that requires a fee to use. Yet the park is truly neglected. Please make sure that the grass is mowed regularly and that the containers for doggie doo bags are always full. A couple more permanent benches would also be nice. Thanks!

2 Supports

comment...

Reply to Chris Kennedy



Laura Kondrick at November 06, 2015 at 4:14pm CST

I so agree! The recent resident survey showed community support for an indoor recreation facility but the city council thinks an arts center is a better idea (a theatre, dance, etc. like in Hopkins). I wholeheartedly agree with the community survey that an indoor recreation facility would be the best use of the available land. I don't know why the city council is not supporting the survey results.

Gosh just think indoor basketball court, exercise equipment, toddler spaces ,space for yoga etc. This is an amenity that would add real value.

1 Support

comment...

Reply to Laura Kondrick



Ted Youel at November 06, 2015 at 4:55pm CST

My daughter was on the Edina mountain bike team and had a wonderful experience although it would have been nice if the team could have trained locally. The acreage and elevation around the Braemar golf course are ideal for mountain biking and is right next to the high school. With over 50 of our middle and high schoolers on the team, we definitely have the demand. Compared to what we spend on golf and hockey at Braemar, building the trails would be a drop in the bucket. And in addition to providing an outlet for exercise and fresh air, mountain bikers also maintain their own trails.

11 Supports

comment...

Reply to Ted Youel



Craig Bourgeault at November 06, 2015 at 5:05pm CST

Most single track trails are built with a combination of professionals and volunteer labor, but they are maintained by the dedicated users of the trails. Look at Lebanon Hills in Burnsville for an excellent example of cooperative and constructive use of space for multiple uses, maintained by the people who use the space.

9 Supports



bruce freeman at November 09, 2015 at 11:34am CST

Please tell any mtn bikers you know to support a trail system around braemar. Fantastic terrain

4 Supports

comment...

Reply to bruce freeman

comment...

Reply to Craig Bourgeault



Laura Kondrick at November 07, 2015 at 12:47am CST

Grandview Monthly Update (Community Center) September 2015 Former Public Works Site Public Works Site – Redevelopment Planning This addresses the framework for a community center

"The preferred community facility should be flexible in nature so that it can be used for multiple community purposes. The new facility should be welcoming and inviting for all generations. It would likely replace the existing Edina Art Center and Edina Senior Center facilities. Additional space would be included to provide for future generational programming. Since most community-oriented facilities operate at a loss, a limited operational subsidy is likely but should be minimized."

Follow this link for more information http://edinamn.gov/index.php?section=planning_GrandViewUpdate

Also see Friday Report 11/6/2015:

Convene Week The week of Nov. 16 is "Convene Week" for the Grandview Area Transportation Study. The project team will engage many different stakeholders during this week to gather input about how to advance the Grandview Framework ideas to the next step. Residents who were involved in the development of the Framework will be asked to continue to provide feedback, along with any other interested residents. Residents should look for press releases and/or emails with dates and times for meetings. The project team will be giving the Council an overview at the Nov. 17 City Council Meeting.

Open House 5:30-7:30 p.m. Wednesday, April 22, 2015 Edina Senior Center 5280 Grandview Square View and comment on possible scenarios.

0 Supports

comment...

Reply to Laura Kondrick



Laura Kondrick at November 07, 2015 at 12:52am CST

NEXT PARK BOARD MEETING! PLEASE COME AND GIVE COMMENTS AT THE BEGINNING OF THE MEETING

Tuesday, November 10, 2015 | 7:00 pm Park Board Meeting

Edina City Hall 4801 W. 50th St. Edina, Minnesota

0 Supports

comment...

Reply to Laura Kondrick



[Cyd P](#) at November 07, 2015 at 10:30am CST

Way too much overdevelopment of Pamela Park. It is now an outdoor rec facility... no longer really a park. Plastic playing field, overkill on the high fencing everywhere, 60 ft. tall blaring lights, asphalt path through the middle of the park, huge parking lot. Parks and nature are such an important piece of overall health and well being. More emphasis should be put on planting native plants, restoring marsh areas, eradicating buckthorn, and providing spaces that are truly "natural" for our kids to learn and play in. Less asphalt, less plastic, metal, lights, and other manufactured environments. Those elements are in our lives all day every day. The point of a park is to get away from man-made and back to nature.

1 Support



[Shelley Ch](#) at November 08, 2015 at 12:27am CST

I agree with most things that you say, but I just want to add that I really appreciate the asphalt walking path through the park, and I walk it most days (with dogs). With the moisture in the ground through much of the park, the park would not be very walkable without that paved path. So I am very appreciative of it.

I have no idea if it is feasible or desirable as a community, but I think more vegetation, including trees, should be added in the middle of the park (still talking about Pamela Park). My impression is that that wide open grassy space, which has signs that say "closed" (which I think is because the ground is very damp, and also there is a lot of geese droppings there), is just that and is not usable by people. If that's the case, please populate that space with nature, especially trees and bushes, etc. Eventually flowers would be great. There seems to be so much bare, unusable space as-is now.

1 Support

comment...

Reply to Shelley Ch

comment...

Reply to Cyd P.



[Nate Wohl](#) at November 08, 2015 at 7:03pm CST

I think we have a lot to offer already in terms of fields. There are things mentioned that should be added improvements. But when talking about athletics, we can increase the amount of programs that get usage by adding more lighted parks. Especially with Daylight Savings now getting darker by 5pm, but weather holding up well, athletic events could still be held. Also during summer months, games can be held until about 10pm. There are plenty of parks in Minneapolis, Hopkins, St Louis Park that have lights. Adding lights to Highlands Park could greatly increase the usage of the currently great space we have. Lights could help a lot for adult leagues mentioned in other posts as its easier for schedules with later games (or at least it would be for someone like me with my schedule).

0 Supports

comment...

Reply to Nate Wohl



[bruce freeman](#) at November 09, 2015 at 11:18am CST

We need mountain biking at the hills around Braemar. We have amazing terrain for mtn biking some of the best in the city. We want to use the space that nobody else wants, the sides of wooded hills. Mtn biking is so cheap to build because its just a dirt trail through the woods with no city maintence which is done by the community of users. Mtn biking is a fantastic all body workout. Each person chooses the speed and intensity of the expereince. Edina high mtn biking team is now a regular high school sport with no place to practice. We have a fantastic local mtn biking organization MORC Minnesota Off Road Cycling that can help with design and implementation. Many cities around the state are developing mtn biking trail systems because they are so easy and inexpensive to build and maintain and are considered valuable public assets. Duluth just got Gold designation from IMBA for its development of multiple trails around the city. Only one other place in US has achieved Gold status. Its a fast growing sport, kids love it, We need to develop a fantastic trail system around Braemar in the hills surrounding the park.

8 Supports

comment...

Reply to bruce freeman



[Barbara La Valleur](#) at November 09, 2015 at 12:45pm CST

We live near Centennial Lakes park and The Promenade both featuring numerous sculptures. Still, it's amazing to me the number of Edina residents who don't know about it nor have never walked these two gems! Public Art Edina would love to have a colorful mural on the grey concrete wall at the Aquatic Center, too, at Lake Cornelia Park. If we could only find the \$\$\$ resources! Suggestions?

0 Supports

comment...

Reply to Barbara La Valleur



[Mertyce Mrvos](#) at November 09, 2015 at 1:41pm CST

Mt Bike Trails at Braemar would be fantastic. They would not only be used by the Edina Cycling Team, but also by adults. Mt biking is a lifetime sport and is attractive to a wide range of people of various ages and fitness levels.

6 Supports

comment...

Reply to Mertyce Mrvos



[Tim Sudeith](#) at November 09, 2015 at 2:14pm CST

Mountain biking is a fast-growing sport. Adding trails at Braemar would be ideal. It utilizes a virtually unused space at little cost and would attract cyclists of all ages. Mountain bike trails would be an asset to Edina.

5 Supports

comment...

Reply to Tim Sudeith



Jennifer Kompelien at November 09, 2015 at 2:21pm CST

Mountain bike trails at Braemar or Weber Woods would be a great add to the Edina Community. Our Edina Mountain Bike Team is fast-growing but no place to practice in Edina. Trails can be built and maintained without a huge investment and would keep Edina current with a fast-growing sport!

3 Supports

comment...

Reply to Jennifer Kompelien



Jeff Merriam at November 09, 2015 at 3:12pm CST

MOUNTAIN BIKE TRAILS!!!!

4 Supports

comment...

Reply to Jeff Merriam



Randalyn Merriam at November 09, 2015 at 3:44pm CST

i think mountain bike trails would be an amazing addition to Edina!

3 Supports

comment...

Reply to Randalyn Merriam



Tom Delaney at November 09, 2015 at 5:37pm CST

My wife and 2 boys love to mountain bike. It would be a great addition to Edina with a growing HS and Middle School team along with many active families. Currently, the Edina Mountain Bike team rides to Theodore Wirth to ride on trails. It is very challenging getting 40-50 kids to the trail in Minneapolis. It would be much more desirable to have a trail in our city. I believe Braemar has great terrain for building trails. This would be an incredible asset to the residents of Edina

1 Support

[City of Edina](#)

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Speak Up, Edina!

▶ **SHARE** your feedback! ▶ **POST** your ideas! ▶ **JOIN** the discussion!

This Discussion channel is currently closed.

Discussion: Parks, Recreation and Programming

The City has more than 30 neighborhood parks around the city, each unique in its own way with different amenities. Throughout the year, but primarily in the summer, the Parks & Recreation Department offers a variety of programming opportunities from Fab 4 & 5, Summer Playgrounds and sports camps to art classes, tennis lessons and adaptive recreation.

3 Topics | 90 Answers | Closed 2015-11-09

[View Discussion](#)
 Topic: [Programming](#)

What do you think about the Parks & Recreation Department's current offerings of programing? What classes and activities would you like to see added in the future?

11 Responses

11 Responses



[Sandra](#) x 25 days ago

What Edina is lacking is a community center with among other things a world class recreation center that will generate income. The current community center is old, inadequate , and univiting. In the future the current Community Center will likely revert to a school only building and we will be left with nothing. I implore the parks department to lobby the City Council to finally commit to building a new Community Center at Grandview.

6 Supports

comment...

[Reply to Sandra x](#)



Joel Stegner, Community volunteer 25 days ago

I agree that a new Community Center is a need. I would like the city to vastly expand its programming for young adults, middle aged, and seniors - sponsoring a team or a league in every and all sports or working with the youth sports association to add adult divisions. I also would like to see greater youth access to golf and tennis (part of the school PE curriculum) and create new associations for running and biking open to all ages. Finally, I would like Edina to sponsor a massive all ages tennis tournament.

3 Supports

comment...

Reply to Joel Stegner



Shelley Ch 23 days ago

I agree wholeheartedly with Joel Stegner. Excellent ideas and much needed! I am a 50 year old woman who would absolutely LOVE to be able to join an adult soccer league or pick-up games in the city of Edina. I'm sure other adult residents feel the same about other sports. As a supposed "great city", this kind of offering is basic, so needed, and I presume easy to materialize. We keep hiring all sorts of city personnel; I would hope that we would not need yet another staff person to coordinate adult leagues, but let's get it on!

2 Supports

comment...

Reply to Shelley Ch



Elizabeth Genovese at November 06, 2015 at 8:57am CST

I would like to have outdoor Yoga or Tai Chi at Arneson in the summer.

0 Supports

comment...

Reply to Elizabeth Genovese



Joel Stegner, Community volunteer at November 06, 2015 at 11:00am CST

Another comment about adult team sports. Over time, adult sports have ended up with the left overs in terms of times and spaces not used by our ever expanding youth programs. I was forced for many years to play the multiple sports I played on Wednesday - church night - because youth weren't using it. I sing in my church choir, so I got lucky and things fit, or more often, I missed one or the other. Adult programming should be done when people are available. The Senior Center schedules lots of programs during the day. Working adults are most available in the evenings and on the weekend. With evenings, it is pretty late to socialize after the game, while on the weekend, adults have their leisure time. It is when workers golf and it would be ideal for team sports, if staffing can be worked out. If you program for adults with their schedules and convenience in mind, you will get more participation. With teams that require numbers, relaxing the residence requirements a bit would help - maybe at 30 or 40% limit on non-residents with them paying higher fees. I observed that it was not uncommon for to roster non-residents, but rules would level the playing field.

1 Support

comment...

Reply to Joel Stegner



T Dog at November 06, 2015 at 11:11am CST

What's the status of Nine Mile Creek Regional Trail? It seems every other city but Edina has off street bike trails.

0 Supports



Jordan Gilgenbach admin at November 06, 2015 at 11:38am CST

Good question! Work in some areas along the new trail have already begun this fall. The City and the Nine Mile Creek Watershed District held a groundbreaking event for the start of construction on Oct. 23. More info on the trail can be found at <https://www.threeriversparks.org/about/planning-and-construction/construction-projects/nine-mile-creek-trail.aspx>.

0 Supports

comment...

Reply to Jordan Gilgenbach

comment...

Reply to T- Dog



Ryan Weher at November 06, 2015 at 12:01pm CST

As a 42 year old soccer player, I am no longer interested in officiated leagues like CSC. I feel that they tend to offer limited playing time (about 30 minutes depending on the number of subs) and the level of officiating in these recreational leagues is really poor. They might as well not even have refs...So instead I've been playing in pick-up games around the Twin Cities Area for about 10 years now. The games are usually a diverse mix of ages, nationalities, sexes, and abilities. Pickup games are still competitive, but not out for blood, and offer the best opportunity to play a decent length of time (1-2 hours). There are some pickup games outdoors in Edina throughout the spring to fall, but nothing during the winter. Now that Braemar Field is complete, I would encourage the activities programmers to look at the adult pickup soccer program in Plymouth as an example of a good adult pickup soccer program. The program is so popular that there is typically a waiting list now to get in. They offer 2 nights a week...one night is more competitive and the other is less competitive. They are co-ed, but the competitive night tends to be mostly men. The games are not officiated and last 1.5 hours, which is plenty of time to make you good and tired. Residents of Plymouth get a discounted price, but it is open to people throughout the area. If Braemar Field were to offer this type of program on an alternate night from the Plymouth Rec Center program, I could almost guarantee its success.

2 Supports



Shelley Ch at November 08, 2015 at 12:33am CST

Great idea and information! Hear, hear!!

0 Supports

comment...

Reply to Shelley Ch

comment...

Reply to Ryan Weber



[Laura Kondrick](#) at November 06, 2015 at 4:31pm CST

Eden Prairie has the Wells Fargo Gymnasium at their community center. It offers a variety of gym activities including tot gym, adult basketball, family open gym, pickleball and adjacent racquetball courts. Wouldn't that be wonderful!!!! (It looks like they got corporate sponsorship - why can't we do that?!! I think there are some upper income residents who could really help us out with something like that.)

How about including pickle ball courts in our community center?. Pickle ball is one of the fastest-growing sports in America!

1 Support

comment...

Reply to Laura Kondrick



[Stephanie Mullaney](#) at November 09, 2015 at 9:31am CST

After years of the Council saying no to a community recreation center - maybe they should RE-CONSIDER a rec center. The current plan to use Grandview as an arts center and performing arts center will NOT draw the volume of people they want for a "catalyst" for the area. It will also lose money, like our neighboring art centers. Throughout all the public surveys, the most requested functionality is walking/jogging. WHERE can one walk inside and be in a community setting? Be able to do muscle building exercise?

The population in Edina is aging and we need to consider future, needs, not only for hockey families and golfers, but for the MAJORITY of the residents.

0 Supports

comment...

Reply to Stephanie Mullaney

Sign Up

Connect

email address...

Sign Up

Participants



REPLY | 7



★ Blair thanked you



Winnie M. from Strachauer Park

4d ago

My only 2 cents is warming huts. Strachauer is an underutilized park b/c the hut that is there is just awful. With a better hut you'd be able to do some more summer programming there, too, which ... [View more](#)

[Thank](#) [Remove](#)

Anne and Kathy thanked Winnie



Andrea B. from Birchcrest

3d ago

Yes, the warming huts make a huge difference. Year 'round.

[Thank](#) [Remove](#)

Winnie thanked Andrea



Jim V. from Parkwood Knolls

3d ago

A few lights on the walking path around Walnut Ridge park would be welcomed by the many people who use it for themselves and pets, especially this time of year!

[Thank](#) [Remove](#)

Laura K. from Bredesen Park

3d ago

Thanks for asking for our opinion. I hope the city council will listen. We need to get a lot more funding from grants and corporate sponsorship to support city funding. Can someone on the city staff initiate these so we can stretch our dollars?

[Thank](#) [Remove](#)

Kara thanked Laura



Maren E. from Parkwood Knolls

2d ago

agree with the lights around path at walnut park.

[Thank](#) [Remove](#)

Linda S. from Parkwood Knolls

2d ago

Please keep the bathrooms open year round. We use the park and walk paths all year. The park only opens the bathrooms for skaters. So not fair to the rest of us.

[Thank](#) [Remove](#)

Diane thanked Linda



Stephanie M. from Todd Park

1d ago

Today's the last day to speak up about parks and programming. Do it! The programming question includes the Grandview and the type of center we want them to build.

[Thank](#) [Remove](#)



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: VII.A.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Cary Teague, Community Development Director

Item Activity:

Subject: Resolution No. 2015-113: Denial of a Site Plan
with Variances for Bank of America, 6868
France Avenue

Action

ACTION REQUESTED:

Continue consideration of a denial of the applicant's request to January 5, 2016, to allow the applicant time to revise their plans to address concerns raised by the City Council.

INTRODUCTION:

At the November 4, 2015 meeting, the City Council asked staff to prepare a resolution with findings for denial of the request for Site Plan approval with Variances to build a new Bank of America building at 6868 France Avenue. Staff has drafted that resolution and is attached.

The applicant however, is requesting the City Council not take action on the project yet, to allow time to revise the plans to address concerns that were raised by the City Council. The applicant would like to move the drive-through and new building to possibly meet City Code. If they can meet setback requirements, the request would then be for a Site Plan Review and Parking Stall Variance.

See attached extension request from Bank of America.

Deadline for a City decision: January 19, 2016

ATTACHMENTS:

Letter from Bank of America Requesting an Extension
Resolution No. 2015-113

November 10, 2015

Mr. Cary Teague, Community Development Director
City of Edina
Edina City Hall
4801 West 50th Street
Edina, MN 55425

Re: Resolution No. 2015-113, Site Plan Review with Variances for Bank of America,
6868 France Avenue

Dear Director Teague:

Bank of America respectfully requests that the Honorable City Council not take the final action of denial on the above-referenced Resolution No. 2015-113, and that it instead grant to Bank of America permission to resubmit its Site Plan with the following specific changes to address the Council's concerns:

1. Bank of America will relocate the Drive-up ATM to another portion of the property, respecting the Council's desire to shield the device and associated drive up traffic from residential view. The Bank will explore alternative locations (including the portion of the property suggested by the Council).
2. Bank of America will continue to refine its selection of exterior materials and details to ensure a cohesive, sympathetic integration with existing motifs in the community while still demonstrating consistency with the Bank of America Brand. The Bank is confident that this dual-pronged approach will allow our key clients to recognize our business while simultaneously demonstrating the Bank's commitment to the city of Edina, and its citizens.
3. Bank of America will also relocate the physical bank structure from the corner of the parcel in order to eliminate the encroachment and negate the need for a specific variance related to that encroachment. This will improve overall building sitelines and placement of the building on the parcel without reducing parking (with the number of spaces remaining the same as the current number), while still fulfilling the Council's desire to create pedestrian-friendly approaches to the site and to the bank facility.

Bank of America further requests that it be permitted to present the revised Site Plan to Council at one of the January, 2016 meetings. The Bank will determine the specific date when the schedule is available.

Thank you for your consideration.

Sincerely,



Jenny O'Connor
Senior Vice President and
Corporate Workplace Regional Director

cc: Jim Stecich, Bank of America (via e-mail)
Anita Thomas, JLL (via e-mail)
Nathan Ouren, Gensler (via e-mail)
Peter Dugan, CBRE (via e-mail)



RESOLUTION NO. 2015-113
RESOLUTION DENYING A SITE PLAN WITH VARIANCES
TO BUILD A 7,190 SQUARE FOOT BUILDING AT 6868 FRANCE AVENUE

BE IT RESOLVED by the City Council of the City of Edina, Minnesota, as follows:

Section 1. BACKGROUND.

1.01 The Applicant, Kado Southdale Investment LLC, Southdale Office LLC and Bank of America, is proposing to tear down the existing 3,098 square foot bank, and construct a new, 7,190 square foot building for a bank, with a drive-through ATM and office space for a tenant. The legal description of the Subject Property is:

That part of the Southeast Quarter of Section 30, Township 28, Range 24 lying Easterly of the Westerly line of Valley View Road except that part thereof lying South of the North line, and its Westerly extension, of the plat of South Office Park First Addition. Hennepin County, Minnesota.

1.02 The Applicant has applied for:

1. Site Plan Review.
2. Front Setback Variance from 35 feet to 22 feet for the building.
3. Parking Stall Variance from 1,738 spaces to 1,581 spaces.
4. Front Setback Variance from 35 feet to 20 feet for the ATM drive-through.
5. Variance to allow an ATM drive through to be located on a side of a building that faces property zoned R-1, Single-dwelling unit district.

1.03 With the exception of the requested Variances, the proposed plans meet all minimum Zoning Ordinance Requirements.

1.04 On October 14, 2015, the Planning Commission held a public hearing and reviewed the applications. The Planning Commission recommended approval of the proposed Site Plan and Variances subject to findings and conditions. Vote: 5 Ayes and 3 Nays.

1.05 On November 4, 2015 the City Council held a public hearing and reviewed the applications. The City Council authorized staff to prepare findings for denial of the requested Site Plan with Variances. Vote: 3 Ayes and 2 Nays.

Section 2. FINDINGS

2.01 The Subject Property is guided OR, office Residential in the City's Comprehensive Plan and is Zoned POD-2, Planned Office District.

2.02 Existing Subject Property Features:

The subject property is 21.8 acres in size, is relatively flat and contains an office building, a vacant bank and the Tavern on France Restaurant.

2.03 Surrounding Land Uses:

Northerly: Office building and Tavern on France; zoned POD-2, Planned Commercial District and guided OR, Office/Residential.

Easterly: Southdale; zoned PCD-3, Planned Commercial District, and guided CAC, Community Activity Center.

Southerly: Two banks, one zoned PCD-3, Planned Commercial District, and the other POD-1, Planned Office District; both are guided office residential.

Westerly: Single Family homes, zoned and guided for low density residential use.

2.04 The proposal does not meet ordinance standards for a Site Plan, because the building and drive-through do not meet the minimum Zoning Ordinance requirements for setbacks, and there are not enough parking spaces provided per City Code over the entire 21 acre parcel:

Compliance Table

	City Standard (POD-2)	Proposed
<u>Building Setbacks</u> Front - France Avenue	35 feet	22 feet*
Drive- through setback	35 feet	20 feet*
Parking Stalls (Subject Property)	1,738 spaces*	1,581 spaces*

**Variance Required*

2.05 The variance standards have not been met:

1. The Subject Property contains a free standing bank with a drive-through, office buildings and a restaurant. Reasonable use of the property exists today.
2. The proposed variances are not in harmony with the general purpose and intent of the zoning ordinance which is to locate a drive-through away from residential property, and to meet required front street setbacks. The drive-through could be relocated to the rear of the proposed building away from residential property.

3. There are no practical difficulties in complying with the zoning ordinance standards. The Applicant does not propose to use the property in a reasonable manner prohibited by the zoning ordinance. The bank building and the drive-through could be easily relocated on the Subject Property to comply with all setback regulations or a smaller building could be built that complies with setback requirement. The existing 3,098 square foot does comply with all setback requirements. The required parking spaces could be built on the Subject Property.
4. The Applicant's plight is not due to circumstances unique to the property. There is nothing unique about the property.
5. Balancing the equities, the variances are denied. Reducing the size of the proposed building or moving the building and drive-through are both feasible alternatives that do not require variances. The out of character setback that would be allowed if the variance is granted would be permanent.
6. The practical difficulty alleged by the Applicant's proposal for site plan and variances are self-created based upon the Applicant's decision on the proposed size and location of the building and drive-through.

Section 3. DECISION

The Site Plan and Variances are denied.

Adopted by the City Council of the City of Edina, Minnesota, on November 17, 2015.

ATTEST: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of November 17, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ____ day of _____, 2015

City Clerk



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: VII.B.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Ann Kattreh, Parks & Recreation Director

Item Activity:

Subject: Grandview Facility Operational and Feasibility
Study

Action

ACTION REQUESTED:

Approve plan to complete a Grandview facility operational and feasibility study, including the formation of a task force to work on the project.

INTRODUCTION:

In order to continue to further refine the concept of a “Community Facility” at Grandview, staff suggests completing a detailed programming, operational and financial feasibility study. The recently completed preliminary work regarding a Grandview facility needs further study, research and refinement before the Parks & Recreation staff and Park Board are able to make a recommendation to the City Council on facility and programmatic components of a potential community facility. Staff has identified a consulting team and funding sources for the study. If approved by the City Council, the Operational and Feasibility Study would begin in December and would take approximately four months to complete.

ATTACHMENTS:

Staff Report: Grandview Facility Operational and Feasibility Study

Grandview Conceptual Site Plan

HGA Proposal

Sutton + Associates Proposal

Pros Consulting Proposal



Date: Tuesday, November 17, 2015

To: Mayor and City Council

From: Ann Kattreh
Parks & Recreation Director

Subject: Grandview Facility Operational and Feasibility Study

Information / Background:

In November 2014 the city entered into a partnership with Frauenshuh to collaboratively plan the potential redevelopment of the city's former Public Works site at 5146 Eden Ave. Six scenarios were prepared after input from the community and real estate market. Four of the scenarios included combinations of public and private uses on the site. All public and all private scenarios were also modeled. These scenarios were discussed by the City Council in May 2015. Since the City Council provided preliminary direction in June 2015 and expressed a preference for Scenario #3, staff has prepared additional material to better understand the feasibility of pursuing a large-scale mixed use development on the site. ESG Architects was engaged to refine Scenario #3 and to conduct a preliminary architectural study to ensure that the civic program elements were feasible for the site and to begin to imagine the look and feel for a potential Grandview Community Facility. The preliminary architectural conceptual site plan which was presented to the City Council work session on Sept. 1, 2015 is included in this report.

At the Sept. 1, 2015 work session the City Council provided feedback to staff on the status and possible future direction of the Grandview project. The City Council was generally in agreement on the following key points regarding a new "Grandview Center":

- 1) Continue in the direction of a mixed-use, public/private development
- 2) Continue pursuit of a flexible community building that can be used for multiple community purposes and be welcoming and inviting for multiple generations
- 3) Continue to combine Arts Center and Senior Center operations at this site with the intention of closing the two existing facilities. These uses would be supplemented by additional multi-generational community programming by the Parks & Recreation Department

- 4) Continue to include Frauenshuh as potential development partner
- 5) Philanthropic contribution(s) are desired
- 6) Lease partnerships should be considered
- 7) Voter approval via referendum is highly likely
- 8) A limited operating subsidy may be acceptable for a new community facility
- 9) Continue to refine the concept and report back in late spring 2016 to determine how to proceed

With this information, in order to continue to further refine the concept of a "Community Facility", Parks & Recreation Department staff suggested that the Park Board include a feasibility study as part of the Park Board's 2016 Work Plan and department staff included it in the Parks & Recreation Department 2016 Work Plan. The preliminary work that has been completed needs further study, research and refinement before the Parks & Recreation Department staff and Park Board are able to make a recommendation to the City Council on facility and programmatic components of a Grandview community facility. Staff was directed to select a consulting team to assist with the facility operational feasibility study. Staff began to identify possible partners and funding sources for a thorough and detailed study and ultimately is recommending the following experts in the areas of planning, design and estimating; operational analysis and arts programming.

Planning, Design & Estimating

Hammel, Green and Abrahamson, Inc (HGA) came very highly recommended as a potential partner and Project Lead for the feasibility study. HGA recently completed feasibility studies for the cities of Minnetonka, Golden Valley, St. Louis Park, Eden Prairie and Bloomington for new community centers or community center additions/renovations. HGA has an impressive resume of community center and performing and visual arts facilities including the Janet Wallace Fine Arts Center at Macalester College, Nelson Cultural Center at the American Swedish Institute, Saint Paul Academy, College of Saint Benedict, and Longwood University, to name a few. The scope of HGA's work will include four phases: Visioning and Programming; Site Analysis and Conceptual Design; Cost Estimating; and Final Report. HGA has a staff of 40 and specializes in the evaluation, planning and design of community, recreation and cultural facilities.

Feasibility, Operational Analysis & Pro Forma

Pros Consulting was selected to complete the operational analysis of the feasibility study, including a business plan. The Park Board and Parks & Recreation Department staff recently worked with Pros on the Park, Recreation and Trails Strategic Plan. Pros Consulting scope of work contains six stages: Data Collection and Market Analysis; Community and Stakeholder Public Input; Program Identification; Facility Building Program; Operational Plan; Draft

Report, Presentation and Final Report. The Operational Plan will include revenue and expense details, financial modeling and pro formas. Pros will work with HGA and an Edina team to study programmatic needs and interests and determine the operational feasibility of each programmatic component.

Arts Analysis

Sutton + Associates were selected to complete the arts analysis portion of the study. Sutton + Associates have been involved with the Edina Art Center since 2012 when they completed an analysis of the operations of the current Art Center. The Sutton + Associates scope includes: Market and Comparative Analysis; Programming Plan; Operational Plan; and Recommendations. The data provided by Sutton + Associates will be included in the overall feasibility study and business plan completed by Pros Consulting. Sutton will study the Twin Cities arts market, in addition to the Edina market to determine which arts components are needed and desired in Edina and which will be supported and successful components at Grandview.

Staff believes that the team of HGA, Pros and Sutton + Associates provides an exceptional compliment to the Edina team of city staff, Park Board, Arts & Culture Commission, School District staff and Edina resident resources. Val Burke, Director of Community Education for Edina Public Schools has generously offered her time and expertise to assist with the study. Edina Parks & Recreation and Community Education staff believe that significant consideration and study should go into how Parks & Recreation and Community Education can best partner on programming, facilities and staffing initiatives at a new Grandview community facility and in general. The challenge of this study will be to recommend a multi-generational community facility that meets the current and future needs of all Edina residents, adds significant community value, combines resources, and replaces aging and dated facilities and/or programs.

Task Force

Staff recommends appointing a task force to assist with this study. The Grandview Facility Operational and Feasibility Study Task Force would meet with the consulting team at every step during this process. The Task Force will be the leadership group representing the key stakeholders and will provide direction to the consulting team. The task force will be composed of the following members:

Ann Kattreh, Parks & Recreation Director
Susan Faus, Assistant Parks & Recreation Director
Michael Frey, Art Center General Manager

Donna Tilsner, Recreation Supervisor, Senior Center
 Amanda Holle, Recreation Supervisor
 Val Burke, Director of Community Education
 Park Board – Two Members
 Arts & Culture Commission – Two Members

In addition to the task force, user groups will also be utilized to determine programmatic needs for the facility. A task force format was selected due to the short term nature of this project and the necessary group composition of staff, Park Board and Arts & Culture Commission representatives.

Public Process

Two open houses will be scheduled. The first will be an initial open house well before programs are developed in order to gather information to include and consider in the programmatic models. The second will be a pre-final open house to gather final feedback prior to finalizing a recommended model.

Operational and Feasibility Study Project Costs:

HGA	\$52,100
Pros Consulting	\$27,500
Sutton + Associates	<u>\$12,500</u>
Total	\$92,100

Funding Sources

\$82,100 of this project will be funded by the Parks & Recreation Department budget with funding from 2015 and 2016. \$10,000 will be funded by the 2016 Art Center budget.

At the completion of this analysis, staff will be confident in recommending a proposal to the Park Board and City Council and will provide a detailed programmatic recommendation with corresponding facility components and also pro formas to support the proposal. HGA will also provide an exterior and interior image of the final product, including cost estimates for construction.

If approved, the study will start at the beginning of December and will take four months to complete. The City Council has requested the next Grandview facility update to take place by May 2016.

GRANDVIEW

Former Public Works Site

Conceptual Site Plan for
City Council Discussion

September 1st, 2015

*These materials are
preliminary in nature.
They are prepared for
discussion purposes only.*



Reynolds
urban
Design



CONFLUENCE



Sutton +
Associates
Cultural Facility Development



OPUS[™]
THE OPUS GROUP



FRAUENSHUH
Commercial Real Estate Group



Former Public Works Site Preliminary Architectural Concepts



ESG Architects was engaged to refine Scenario #3 and to conduct a preliminary architectural study to

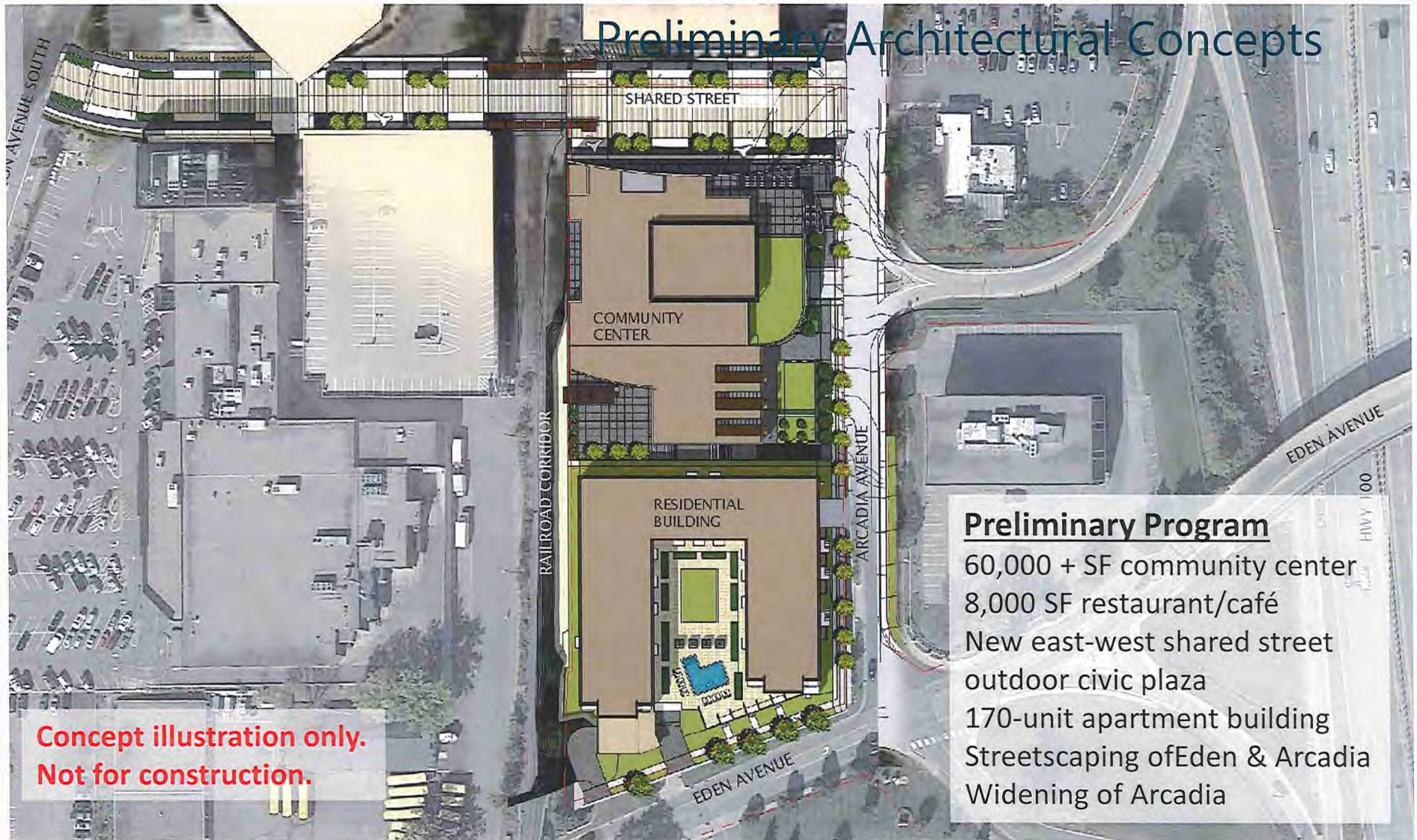
- (1) ensure that the civic program elements are feasible for the site and
- (2) to begin to imagine the look and feel for a potential Grandview Community Center



WSB Associates was engaged to conduct a traffic impact study of the mixed-use program identified in Scenario #3.

While preliminary in nature, these studies confirm that the mixed-use / public-private scenario is realistic for the site.

Former Public Works Site Preliminary Architectural Concepts



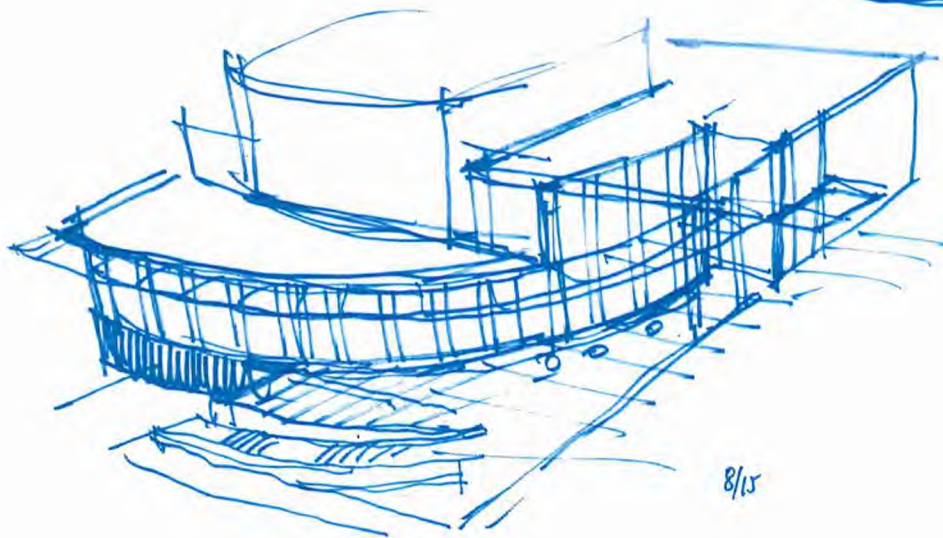
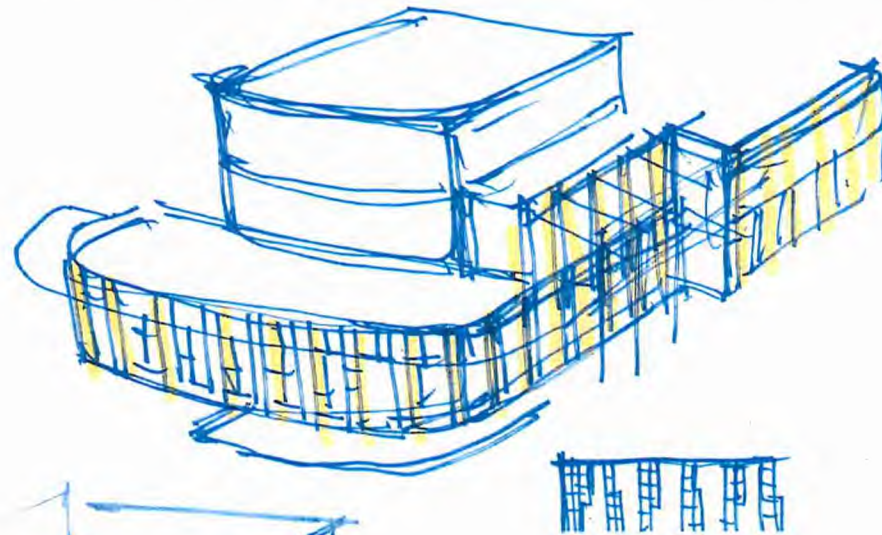
September 1st, 2015

3



Former Public Works Site Preliminary Architectural Concepts

Engaging the steep
hill along Arcadia to
create a strong civic
presence



**Concept illustration only.
Not for construction.**

Former Public Works Site Preliminary Architectural Concepts

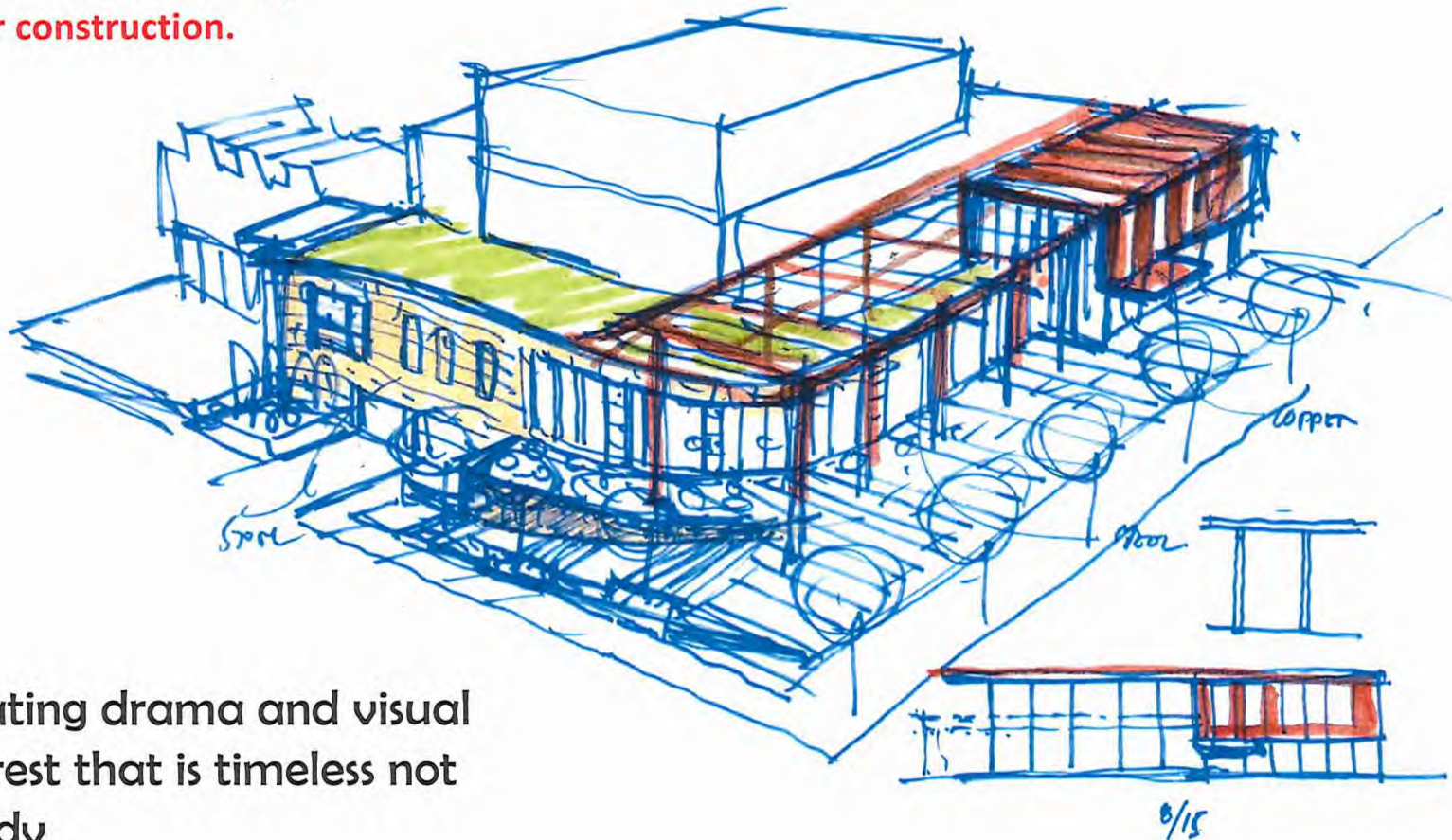
Creating a lively outdoor
space that is welcoming
and inviting



**Concept illustration only.
Not for construction.**

Former Public Works Site Preliminary Architectural Concepts

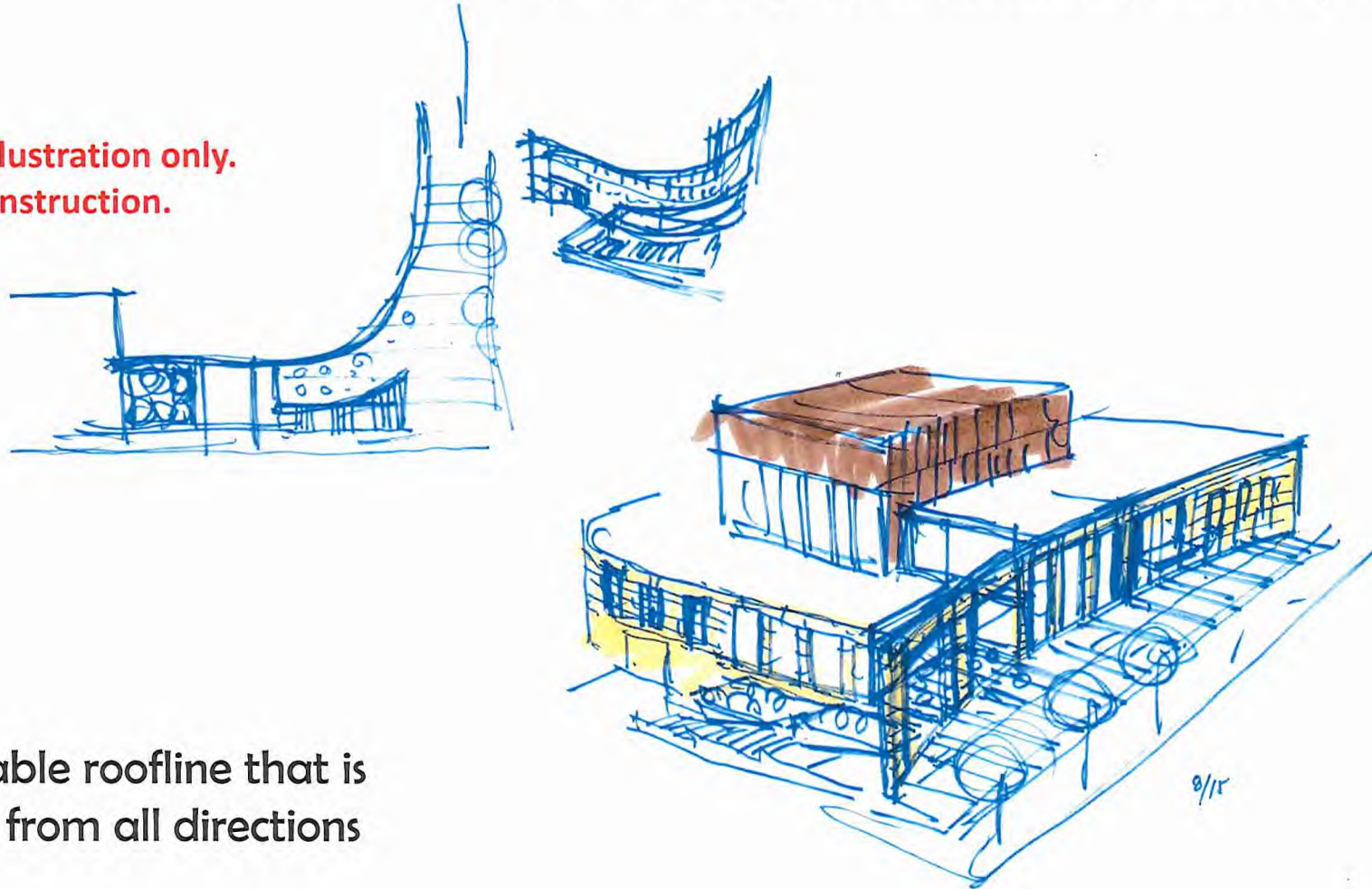
Concept illustration only.
Not for construction.



Creating drama and visual
interest that is timeless not
trendy

Former Public Works Site Preliminary Architectural Concepts

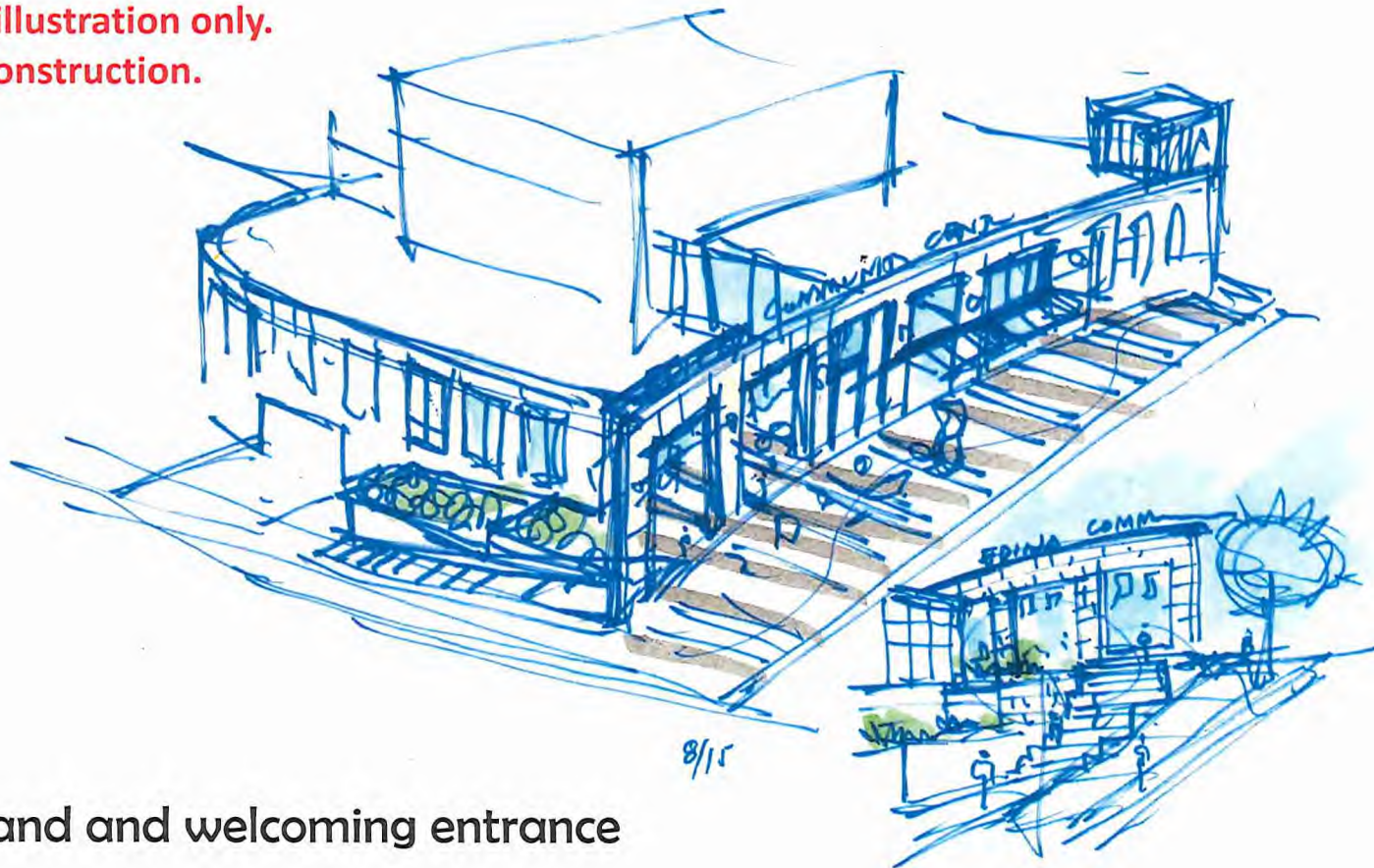
**Concept illustration only.
Not for construction.**



A notable roofline that is
visible from all directions

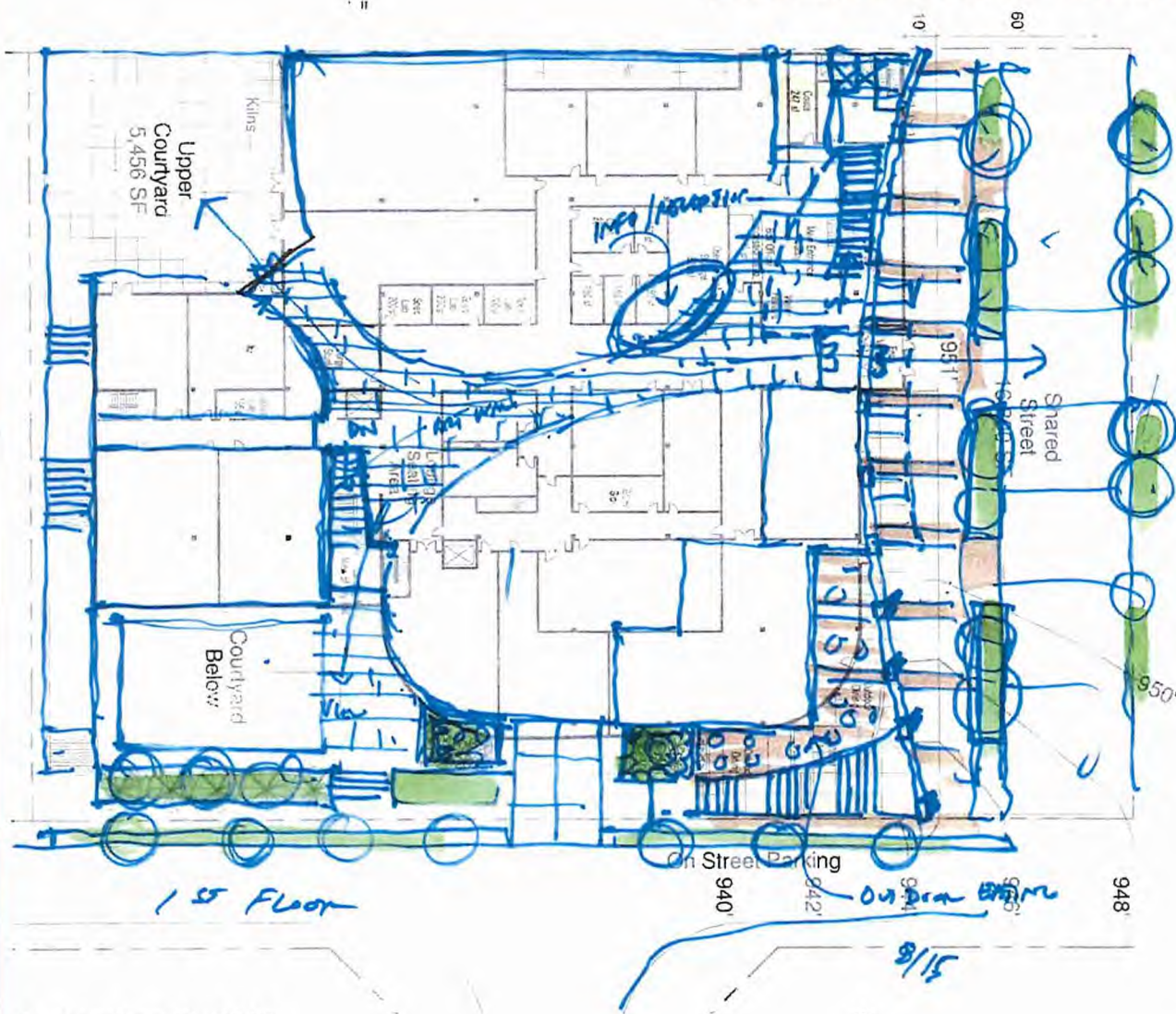
Former Public Works Site Preliminary Architectural Concepts

**Concept illustration only.
Not for construction.**



A grand and welcoming entrance

Former Public Works Site Architectural Concepts – main floor

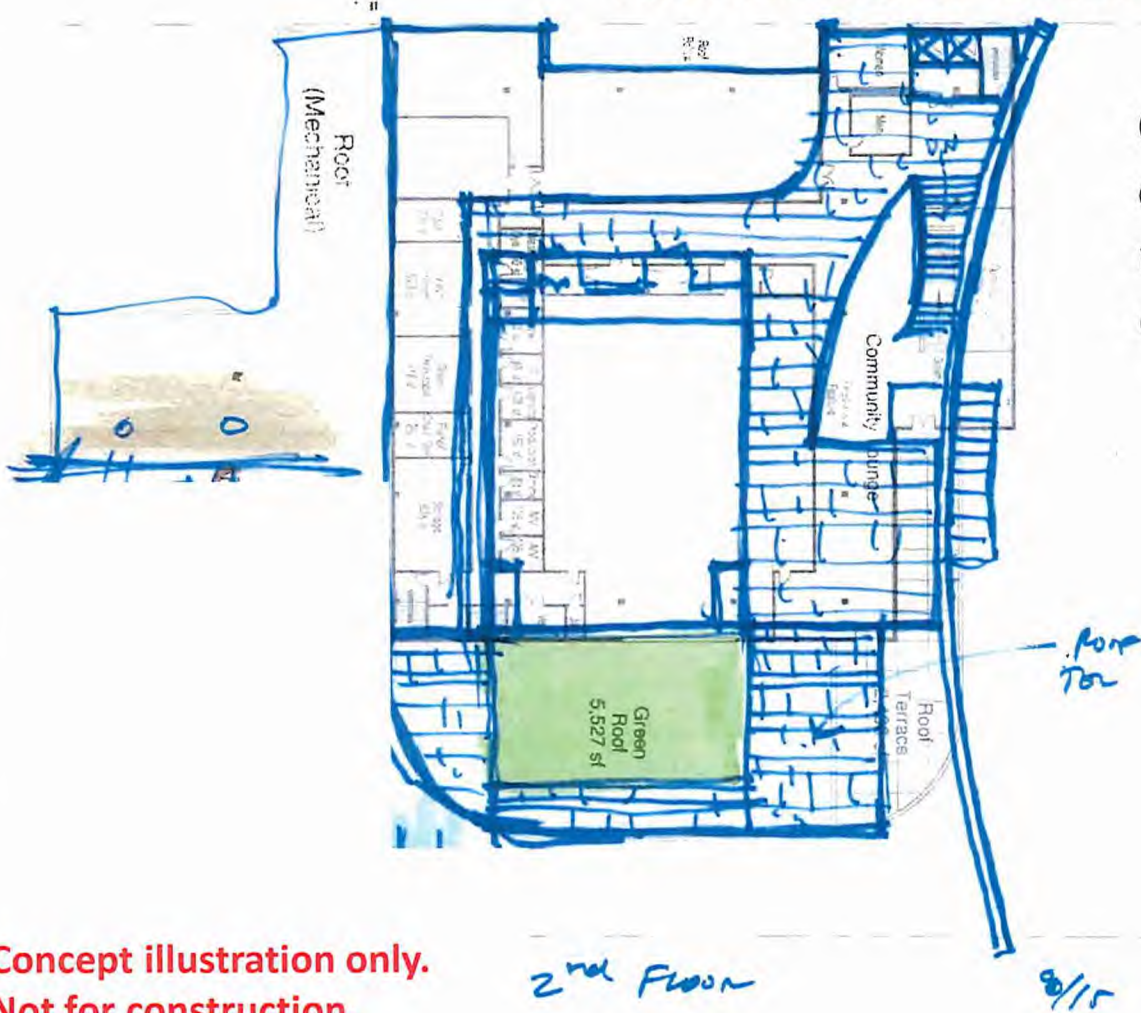


Traditional floor plan overlaid with openness and pedestrian appeal

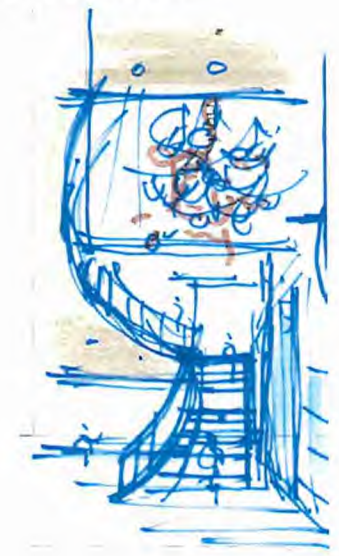
**Concept illustration only.
Not for construction.**



Former Public Works Site Architectural Concepts – second floor



Comfortable destinations
on upper level with
memorable stairway
and outdoor terrace



**Concept illustration only.
Not for construction.**

Former Public Works Site Preliminary Architectural Concepts – civic facility

Concept illustration only.
Not for construction.



Rendering of a potential community center as the
cornerstone of a public/private redevelopment

September 1st, 2015

11



F FRAUENSHUH
Commercial Real Estate Group

Former Public Works Site Preliminary Architectural Concepts – residential building

Concept illustration only.
Not for construction.



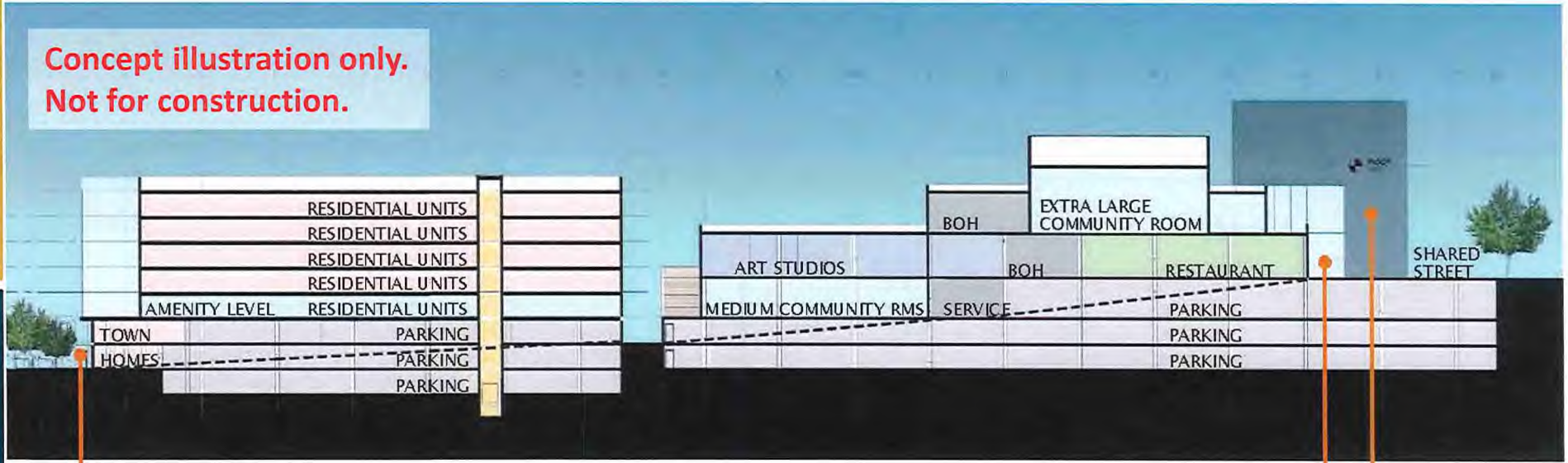
Rendering of a potential apartment building facing Eden Ave.

September 1st, 2015



Former Public Works Site Preliminary Architectural Concepts – cross section

Concept illustration only.
Not for construction.



EDEN AVENUE
RESIDENTIAL ENTRY

JERRY'S ENTERPRISE!
BUILDING BEYOND
COMMUNITY CENTER
MAIN ENTRY

The hilly terrain presents challenges and opportunities. The existing excavation can be used to mask the public parking below the new community building.

Former Public Works Site Preliminary Architectural Concepts – first floor



**Concept illustration only.
Not for construction.**

DRAFT – for discussion only



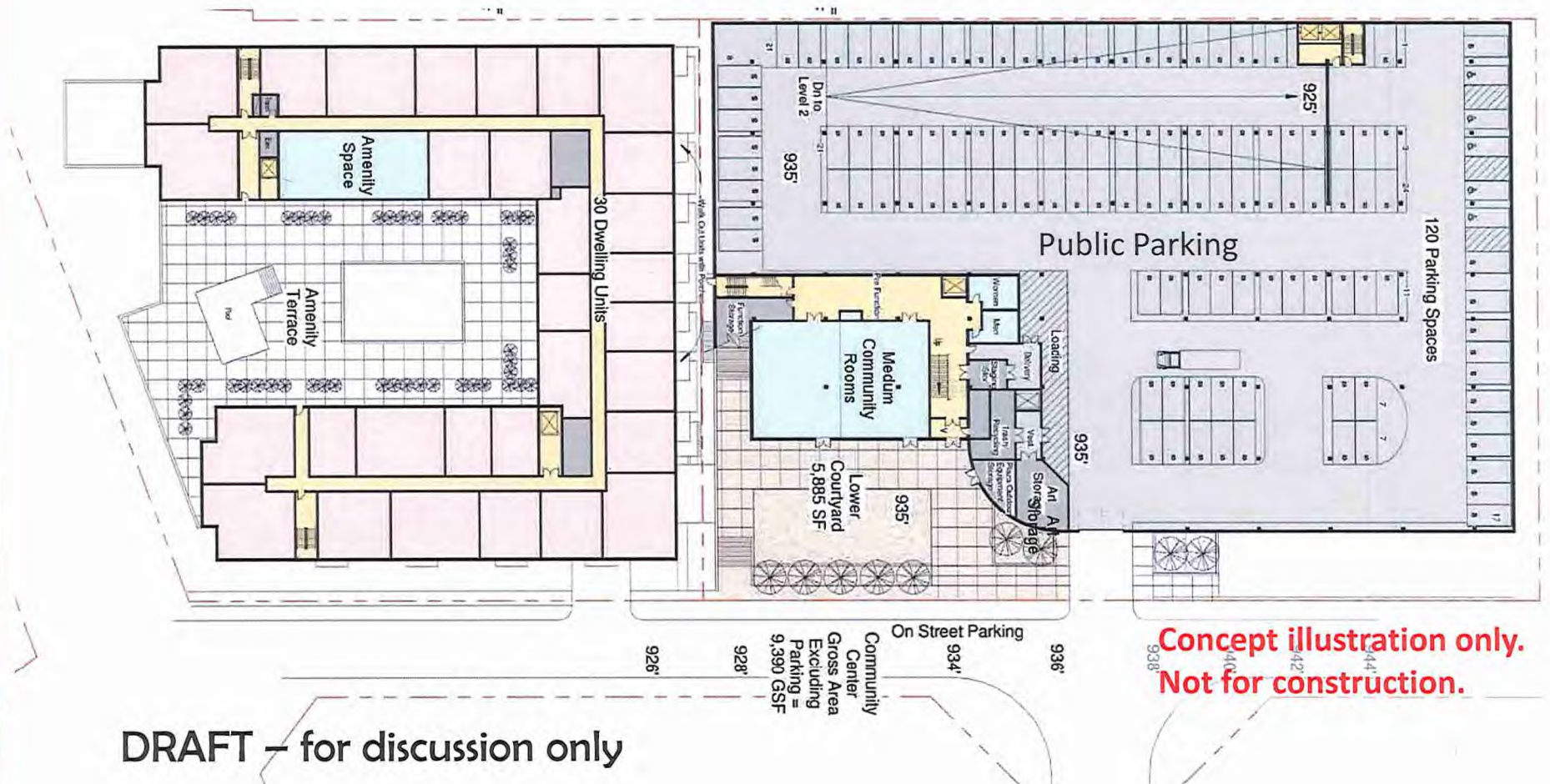
Former Public Works Site Preliminary Architectural Concepts – second floor



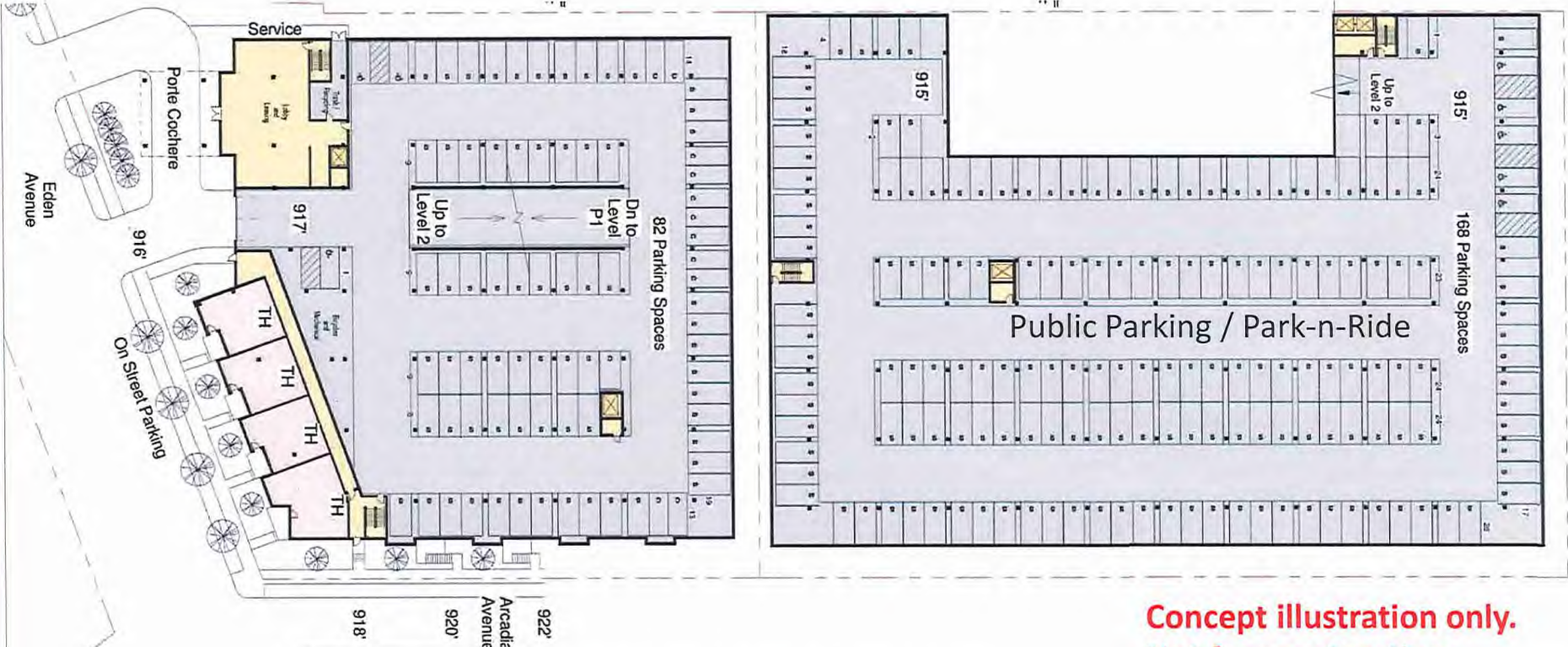
Concept illustration only.
Not for construction.

DRAFT – for discussion only

Former Public Works Site Preliminary Architectural Concepts – lower level



Former Public Works Site Architectural Concepts – parking levels



**Concept illustration only.
Not for construction.**

DRAFT – for discussion only



Former Public Works Site Traffic Impact Study



The WSB Traffic Study notes that traffic volume in the Grandview area has remained about the same or has reduced in recent years. Some reduction could be attributed to the relocation of the Public Works operations.

The Study indicates that the conceived public/private project will result in a slight to modest increase to traffic in the Grandview area. It also indicates that adequate capacity is available for a park-n-ride facility.

Use	Trip Generation			Parking			
	Daily Trips	AM Peak Trips	PM Peak Trips	Parking Demand (ITE)	Peak Periods (ITE)	Code Requirement	Proposed Parking
Residential (170 units)	988	75	88	235	11 PM to 6 AM	170	253
Community Center (60k SF)	2,029	123	164	192	6 to 8 PM	300	<u>507</u>
Retail (6k SF)	266	6	22	25	11 AM to 8 PM	38	
Restaurant (8k SF)	<u>254</u>	<u>22</u>	<u>20</u>	<u>22</u>	11 AM to 2 PM, & 6 to 8 PM	<u>13</u>	
Total New Trips	3,537	226	295	474		521	760



Former Public Works Site Traffic Impact Study

The WSB Traffic Study suggests five improvements to address traffic concerns related to the redevelopment of this site.

- 1) Add new shared street from Arcadia to Vernon
- 2) Widen Arcadia to include a center turn lane, bike lane & sidewalk
- 3) Add signal or roundabout to Eden & Arcadia intersection
- 4) Add west bound turn lane on Vernon at Interlachen (along with signal changes)
- 5) Change signal timing at Vernon & Link

At this time, only 1 & 2 are included in the preliminary cost estimates.



Former Public Works Site Background – 5146 Eden Avenue

3.3 acres
Tax-free since 1963
Vacant since 2010



Located in mixed-use commercial district
Centrally located in northern half of Edina
Adjacent to railroad right-of-way
Easy access to Highway 100

Former Public Works Site Background Images



Preferred Images from
Exploration Sessions



September 1st, 2015



Former Public Works Site Background Images



Multi-Generational /Flexible
Community Spaces from
Discovery Session



Former Public Works Site Background – for Reference

Program Elements for Multi-Generational, Multi-Purpose Community Facility (60,000+ SF in area)

- Arts education, training production
- Visual media (painting, pottery, glass, metals)
- Public galleries & event space
- History display/exhibit
- Multi-generational flexible spaces (large, medium and small community rooms)
- Meeting space for community members and groups
- Oversized lobby/lounges for community events
- Largest community room designed as flexible, multi-purpose space
 - Up to 300 movable seats
 - Full variety of performances and events
 - Supported by lobby & back-of-house areas
- Restaurant / café
- Park-and Ride
- Future transit connection to rail
- 340 total parking stalls, minimum

Preferred Programming from
May 2015 Work Session



Scenario #3 North Civic with South Residential
(from May 2015 Work Session)

Former Public Works Site

Background – Conceptual Civic Program from May 2015

Primary Use	Description	Net Area	Gross Area (SF)	Primary Use	Description	Net Area	Gross Area (SF)
Studio Arts			20,453	X-Large Community / Performance Space			7,846
	1 Gallery	1,700			seating for 300	4,000	
	1 Large studio	700			control rooms	220	
	4 small studios	1,300			storage	160	
	2 specialized gift shop	800			cross-over	1,024	
	1 pottery studio	3,500		Front of House / Community Lounge			7,855
	1 metal arts	200			lobby	3,000	
	1 glass	1,000			catering kitchen	800	
	1 photo/jewelry rental studio	1,000			rest rooms	800	
	storage	1,000			coat room	200	
					concessions	220	
Edina History Center			810	Back of House			7,540
	display, exhibit	600			storage		
Multi-Generational Flexible Space			9,450		green room	500	
	2 medium rooms	3,000			make-up / dressing	1,600	
	4 small rooms	800			maintenance room	600	
	1 lounge	800			trash room	200	
Staff Offices			2,126		Mechanical room	2200	
	staff offices	600			control rooms	720	
	open office	600			storage rooms	1,300	
	conference room	225		Total Program Gross SF			56,080
							USE 60,000 SF
September 1 st , 2015			24	Exterior spaces			
					entry plaza	1,200	
					kiln	6,500	



PROPOSAL PREPARED FOR
EDINA PARKS AND RECREATION DEPARTMENT
GRANDVIEW SITE FEASIBILITY STUDY

TABLE OF CONTENTS

- 01 HGA OVERVIEW
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- 04 PROJECT EXPERTISE
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October 9, 2015

Ann Kattreh, Parks and Recreation Director
City of Edina
4801 West 50th Street
Edina, Minnesota 55424

Re: Grandview Site Feasibility Study

Dear Ms. Kattreh:

It is with great pleasure that we submit our proposal to provide programming and concept development for the City of Edina Grandview site. For your project, we have assembled a high-performance team of design professionals who bring proven experience in facilitation, fine and performing arts design, community center design and cost estimating. Our proposal highlights several distinguishing factors that position HGA as the best choice to realize your project goals.

DESIGN EXCELLENCE: Community facilities serve as vibrant, interactive hubs to inspire healthy lifestyles, support community engagement and reflect a sense of place. Excellent design begins with a rigorous feasibility study. Our ability to assess the program and study your site, combined with our proven expertise, artful approach to design and commitment to innovation, allows us to bring beautiful and inspiring possibilities to reality.

SPECIALIZED EXPERTISE: We have extensive experience and knowledge in the programmatic and technical requirements for community gathering, recreation and fine and performing arts spaces. These attributes are further supplemented by our in-house cost estimating department, ensuring an accurate cost assessment for our clients.

TRADITION OF COLLABORATION: The nature of community facilities is to solicit input from a broad base of stakeholders, apply focused listening skills to fully understand the community's aspirations and facilitate an organized process that will lead to consensus and informed decision making. Our design process and engagement with clients and communities encourages collaboration, imagination and visioning even on the tightest of timetables.

HGA would be delighted to partner with the City of Edina to explore the possibilities and options for the Grandview site. If you should have any questions regarding our firm, our work, or if you need additional information, please do not hesitate to call. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'NSB' followed by a large, sweeping flourish.

Nancy Blankfard, AIA, LEED AP BD+C
Vice President
612.758.4390 | nblankfard@hga.com





FORD CENTER | HGA OFFICES | Minneapolis, Minnesota

HGA Architects and Engineers

COMMITMENT TO COMMUNITY FACILITIES

Founded in 1953, HGA is an integrated architecture, engineering and planning firm that provides comprehensive solutions that reflect the unique philosophy, culture and vision of each client. HGA's commitment to non-profit facilities led to the formation of the Arts, Community and Education (ACE) practice studio. With a staff of 40, this studio specializes in the evaluation, planning and design of community, recreation and cultural facilities.

COMMUNITY AND RECREATION

Public gathering spaces are among the most challenging and exciting opportunities. Given our experience, it is our intent to provide leadership and assistance to help you create a facility that symbolizes and reinforces community identity—a place where people come together as a community for work and health. HGA excels in the collaborative process and encourages participation by various groups in the development process to plan, program and design a facility that captures the collective vision.

Community recreation facilities are important to individual and collective health and wellness and provide places of respite in our fast-paced world. Whether enjoying educational classes, fitness programs, community events or recreational activities, our sense of spirit is uplifted when we can enjoy and celebrate life together with friends, family and members of our community. At HGA, we have the knowledge and experience to work with you in developing the type of facility that can offer the greatest versatility to respond to the needs of the community now and well into the future.

ARTS FACILITY SPECIALISTS

HGA's nationally recognized fine and performing arts studio offers the advantage of a specialized team of architects, engineers and planners able to draw upon the substantial resources of a larger firm. The studio specializes in the evaluation, planning and design of fine arts education, practice and performance facilities and creating exceptional environments to cultivate creativity, welcome the community and foster excellence. We understand the highly specialized technical requirements for fine and performing arts buildings, such as the need for superb acoustics and sound isolation, as well as the unique requirements for student learning and performance. We have gone through the learning curve on many projects and bring expertise in the highly technical requirements of art, music, film, theatre and dance education, practice and performance facility design.

FULL SERVICE

While most architecture firms subcontract all disciplines, being part of a larger organization allows us to offer our clients complete support. Our full-service architecture, engineering and planning team strives to incorporate the most innovative and appropriate technical solutions to create lasting, protective and cost-effective environments. Clients achieve success through responsive, innovative and sustainable solutions resulting from a strong partnership with HGA's interdisciplinary team.

Proposed Team

LEADERSHIP AND PERSONALIZED SERVICE

The team leadership for this project consists of highly qualified individuals who have experience working with cities on similar projects. This leadership team represents the core leadership of HGA's specialized practice in community center facilities. Nancy Blankfard, Victor Pechaty and Mark McDonald have the right set of complimentary abilities combined with a deep level of experience and expertise on this project type and a successful history of collaborations on similar projects.

Our team will give you the personalized service you deserve coupled with highly specialized staff and resources that a large full-service firm offers. We know the unique and specialized needs of community center clients and understand the importance of energy efficiency, ease of maintenance, accessibility and security.



Nancy Blankfard

PRINCIPAL/PROJECT MANAGER | AIA, LEED AP BD+C

Known for her expertise and commitment to design excellence, Nancy is a skillful collaborator who brings together diverse project teams and complex client structures while guiding the project clearly and effectively. As project manager, Nancy plays a dual role providing contract administration and supporting the internal HGA team with proper staffing and resources along with stakeholder and community facilitation. Nancy's achievements have been recognized with numerous prestigious awards. She is the recipient of the Ralph Rapson Travel/Study Fellowship and the AIA Minnesota Young Architects Award.

▶ SELECTED EXPERIENCE

CITY OF EDEN PRAIRIE COMMUNITY CENTER AQUATICS PROGRAMS CONCEPT DESIGN AND AQUATICS ADDITION
Eden Prairie, Minnesota

CITY OF GOLDEN VALLEY COMMUNITY CENTER ASSESSMENT AND CONCEPT DESIGN Golden Valley, Minnesota

CITY OF ST. LOUIS PARK COMMUNITY AND RECREATION CENTER CONCEPT DESIGN AND EXPANSION
St. Louis Park, Minnesota

CITY OF BLOOMINGTON COMMUNITY CENTER NEEDS ASSESSMENT Bloomington, Minnesota

ST. PAUL ACADEMY | HUSS CENTER FOR PERFORMING ARTS
St. Paul, Minnesota

AMERICAN SWEDISH INSTITUTE NELSON CULTURAL CENTER Minneapolis, Minnesota

UNIVERSITY OF MINNESOTA THE NEW NORTHROP
Minneapolis, Minnesota

MACALESTER COLLEGE JANET WALLACE FINE ARTS CENTER Saint Paul, Minnesota

UNIVERSITY OF MINNESOTA CENTER FOR DANCE
Minneapolis, Minnesota

▶ EDUCATION / AFFILIATIONS

MASTER OF ARCHITECTURE DEGREE
Tulane University, 1993

REGISTERED PROFESSIONAL Minnesota



Victor Pechaty

PROJECT DESIGNER | AIA

A senior project designer with 25 years of experience working through all phases of the design and construction process, Victor will be responsible for leading the design team and ensuring that your project vision is fully realized in planning and design. His background includes extensive experience in community and recreational facilities spanning a diverse range of community center programs including fitness, athletics, meeting/banquet facilities, studio arts, performing arts and other park and recreation needs. He will guide the team through the programming, concept development and cost estimating phases.

▶ SELECTED EXPERIENCE

CITY OF EDEN PRAIRIE COMMUNITY CENTER AQUATICS PROGRAMS CONCEPT DESIGN AND AQUATICS ADDITION
Eden Prairie, Minnesota

CITY OF GOLDEN VALLEY COMMUNITY CENTER ASSESSMENT AND CONCEPT DESIGN Golden Valley, Minnesota

CITY OF ST. LOUIS PARK COMMUNITY AND RECREATION CENTER CONCEPT DESIGN AND EXPANSION
St. Louis Park, Minnesota

CITY OF MINNETONKA WILLISTON RECREATION CENTER ADDITIONS AND REMODELING Minnetonka, Minnesota*

CITY OF ANDOVER AND ANDOVER YMCA COMMUNITY CENTER AND YMCA Andover, Minnesota*

CITY OF MINNETONKA GLEN LAKE ACTIVITY CENTER
Minnetonka, Minnesota

CITY OF SAINT PAUL ARLINGTON HILLS COMMUNITY CENTER Saint Paul, Minnesota

MINNEAPOLIS JEWISH FEDERATION BARRY FAMILY CAMPUS-SPACE PLANNING ASSESSMENT AND CONCEPT DEVELOPMENT Minneapolis, Minnesota

*Prior to joining HGA

▶ EDUCATION / AFFILIATIONS

MASTER OF SCIENCE IN ADVANCED ARCHITECTURAL DESIGN (MSAAD) Columbia University Graduate School of Architecture, Planning, and Preservation, 1996

REGISTERED PROFESSIONAL Minnesota



Mark McDonald

LEAD COST ESTIMATOR

Mark has a proven track record of accurate estimating and work on projects. Under Mark's leadership, our average percent of budget variance (over and under) is only 3.73%. He brings 30 years of experience as a cost estimator and project manager/field engineer to projects. Working closely with all members of the project team, he uses his expertise in the latest construction methods and practices to accurately assess all related costs. Mark is particularly adept at conceptual cost estimating and has many resources regarding market trends and future outlooks

▶ SELECTED EXPERIENCE

CITY OF EDEN PRAIRIE COMMUNITY CENTER AQUATICS PROGRAMS CONCEPT DESIGN AND AQUATICS ADDITION
Eden Prairie, Minnesota

CITY OF ST. LOUIS PARK COMMUNITY AND RECREATION CENTER CONCEPT DESIGN AND EXPANSION
St. Louis Park, Minnesota

CITY OF BLOOMINGTON COMMUNITY CENTER NEEDS ASSESSMENT Bloomington, Minnesota

CITY OF SHAKOPEE COMMUNITY CENTER ADDITION AND RENOVATION FEASIBILITY STUDY Shakopee, Minnesota

AMERICAN SWEDISH INSTITUTE NELSON CULTURAL CENTER Minneapolis, Minnesota

CABRILLO COLLEGE PERFORMING AND VISUAL ARTS CENTER AND STUDENT CENTER Aptos, California

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE VALLEY PERFORMING ARTS CENTER Los Angeles, California

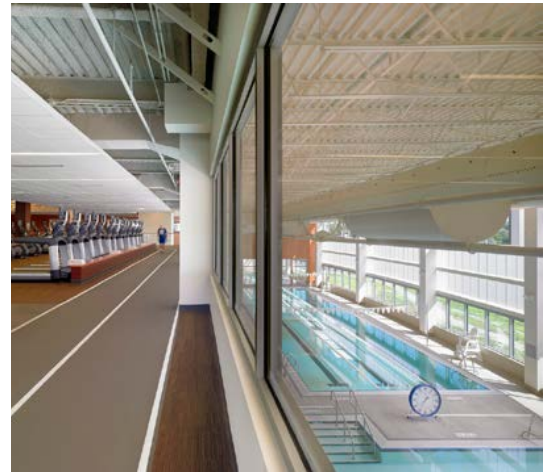
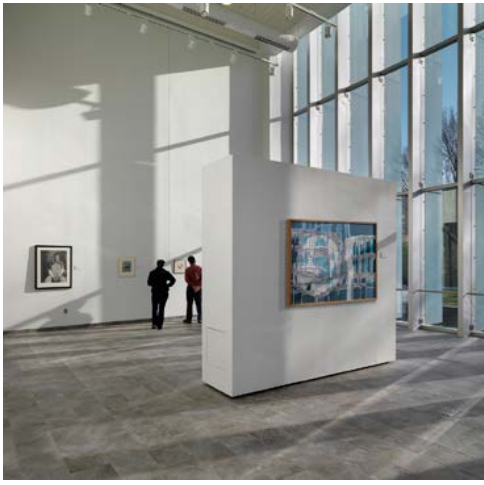
CHAFFEY COLLEGE VISUAL AND PERFORMING ARTS VILLAGE Rancho Cucamonga, California

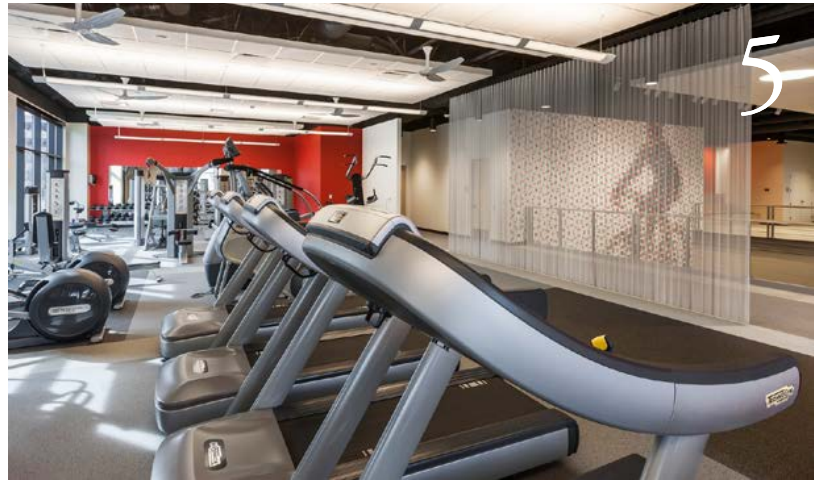
PURDUE UNIVERSITY VISUAL AND PERFORMING ARTS CENTER West Lafayette, Indiana

▶ EDUCATION / AFFILIATIONS

BACHELOR OF SCIENCE INDUSTRIAL TECHNOLOGY
University of Wisconsin-Stout, 1984

MINNESOTA CONCRETE COUNCIL
Member

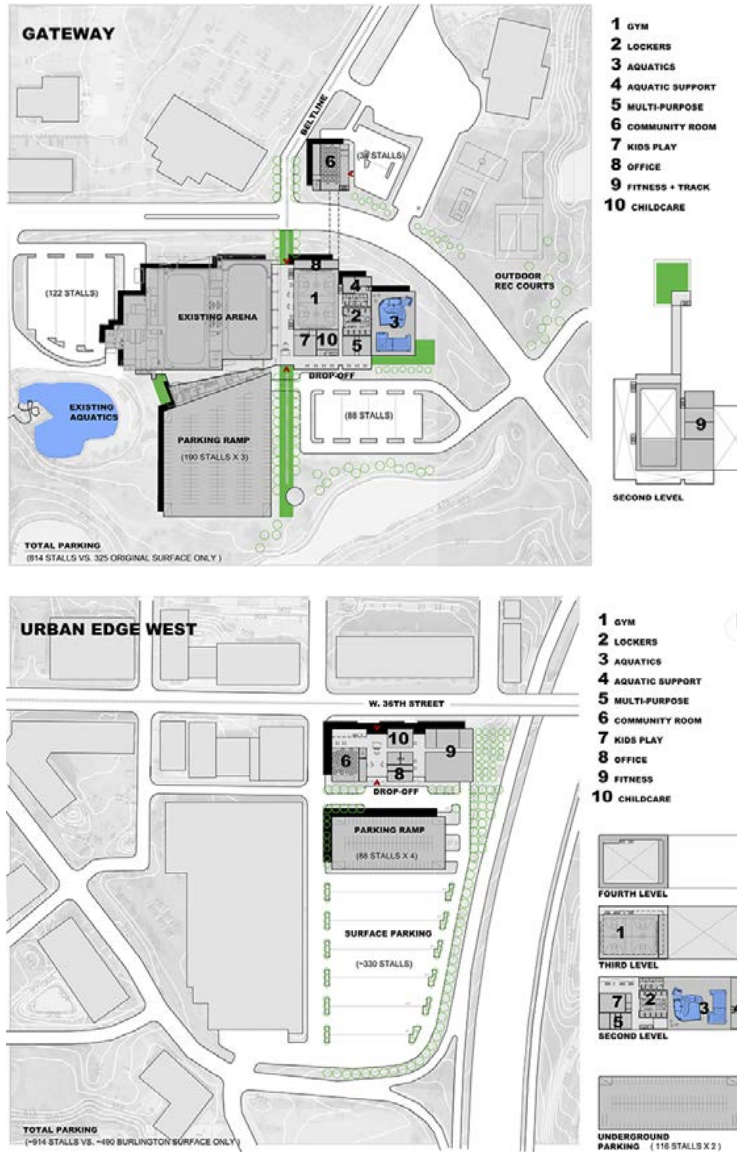




HGA-designed spaces Inspire and Build Community

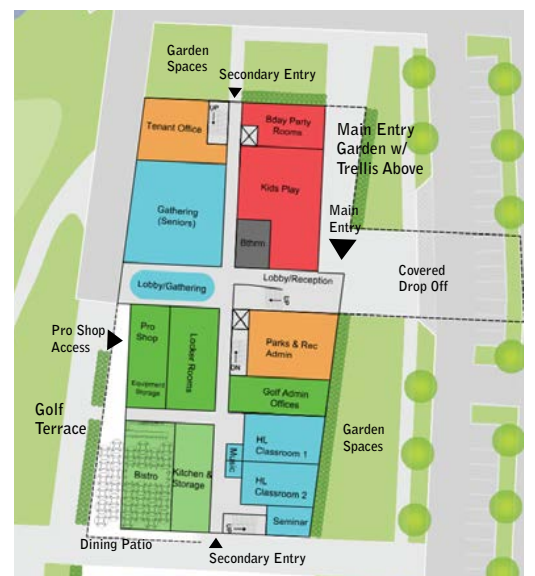
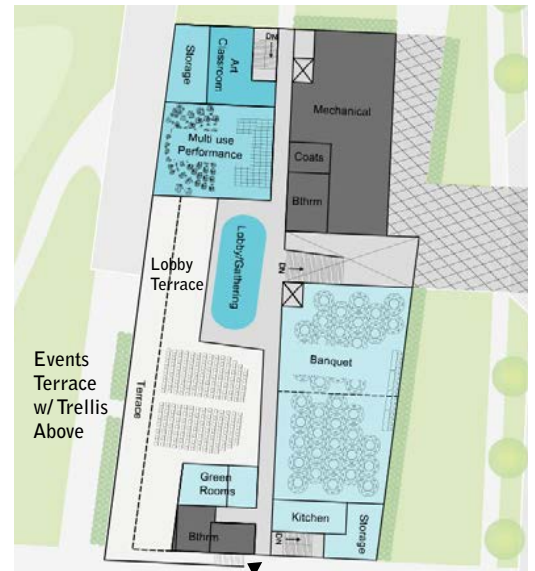
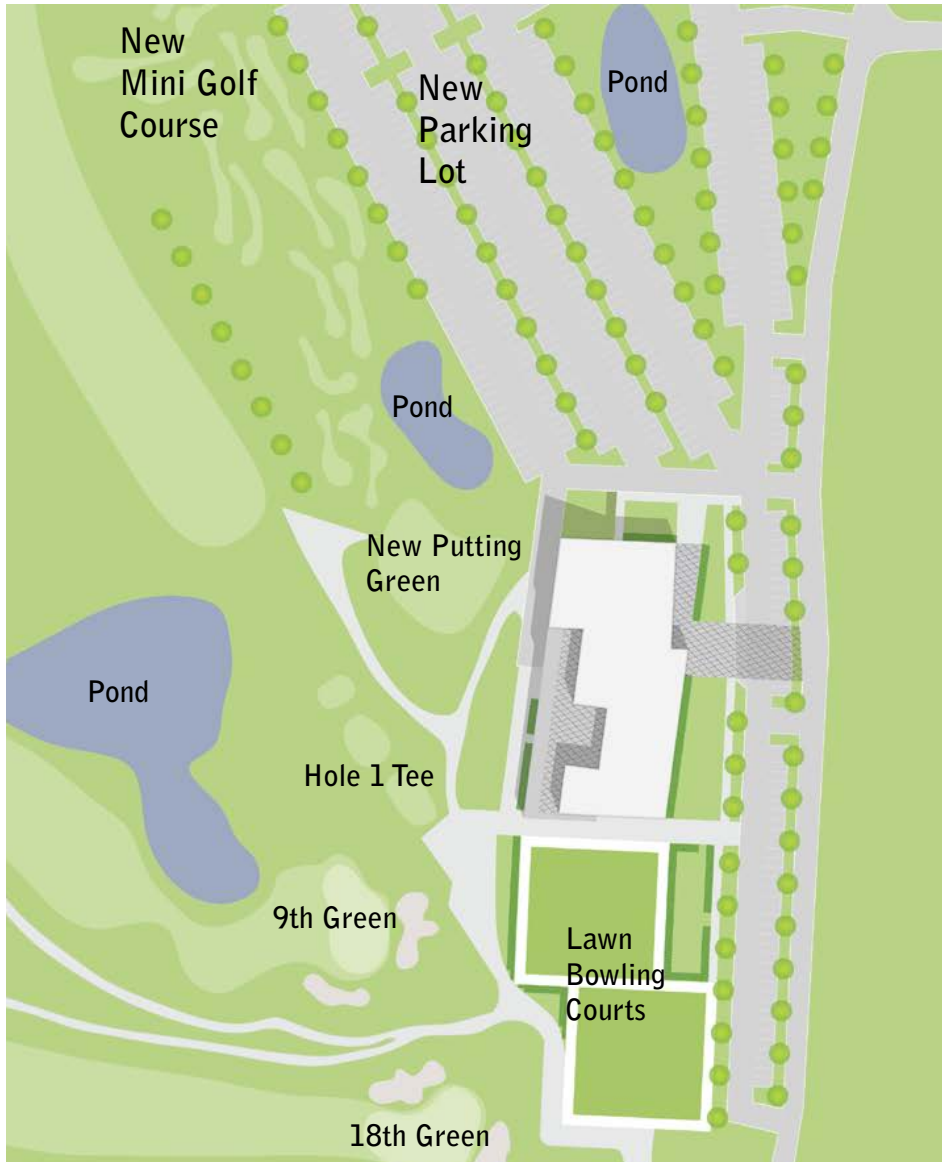
HGA brings a depth of expertise in all of the program areas in which Edina Park and Recreation Department is exploring. The HGA team brings relevant and extensive experience in planning and designing cultural and recreation facilities. Our knowledge of arts and performance spaces is nationally recognized and will be leveraged to program and plan highly functional solutions. Our well conceived planning will result in beautiful and inspiring designs, inside and out, that will build excitement in your community.





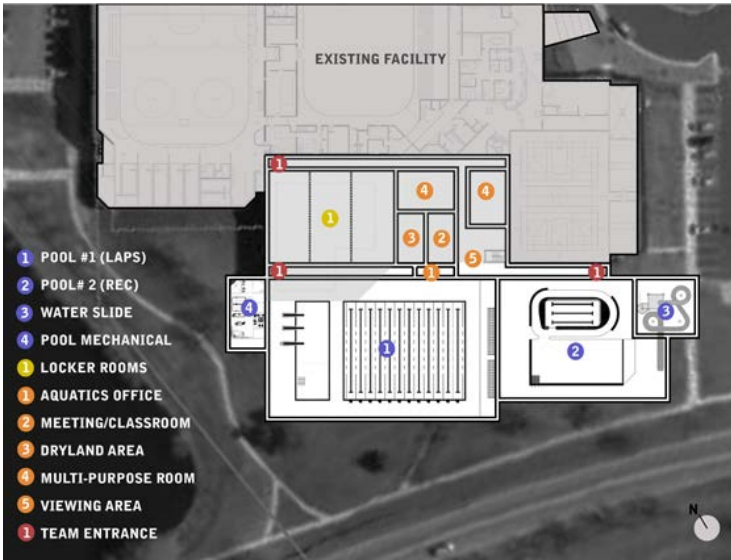
CITY OF ST. LOUIS PARK | COMMUNITY CENTER FEASIBILITY STUDY | St. Louis Park, Minnesota

The St. Louis Park Community Center is a multi-generational facility designed to build upon and complement existing recreational amenities of Wolfe Park and in the community. The new program proposed a double gymnasium and associated track while expanding aquatics programming to include indoor lap swimming, water slide and pool climbing wall. The proposed building reaches beyond physical fitness alone and provides a vibrant meeting point for both daily and special events in the community. The feasibility study evaluated program square footage relative to potential building sites in the neighborhood and provided information for collaborative, next-steps visioning.



CITY OF GOLDEN VALLEY | COMMUNITY CENTER FEASIBILITY STUDY | Golden Valley, Minnesota

The vision for the community center was to provide an energized community attractor that would activate its site, expand seasonal use, increase current program offerings for all ages and demographics and help position Golden Valley as a vibrant and attractive 21st Century city. Through the Feasibility Study process, The city was able to inform and clarify this vision through an open and inclusive community-based process. HGA facilitated programming and design workshops with the Community Center Task Force, sought consensus among multiple stakeholders and presented design ideas for community center facilities on three sites.



CITY OF EDEN PRAIRIE | COMMUNITY AQUATICS CENTER FEASIBILITY STUDY | Eden Prairie, Minnesota

The City of Eden Prairie owns and operates a vibrant multipurpose community center facility in Eden Prairie, Minnesota. The facility has grown with the community over the years, and last expanded in 1997, to accommodate additional fitness offerings. Currently, the city faces increasing and diverse demands for aquatics programming and has embarked on an exciting visioning, feasibility study and design process with HGA.

HGA championed a grassroots process to gather information from numerous community stakeholders. Consensus was

built around a project vision to carefully balance the needs of swimmers just getting comfortable in the water to those training competitively. The final project program and building design for the aquatics expansion includes two competitive lap pools; thoughtfully sized for maximum programming flexibility. Diving, wet locker rooms and dryland training areas are optimally sized and incorporated. Recreation and other special needs are served by a zero depth entry pool. A water slide connects to the recreational pool and is located on a prominent building edge to increase facility visibility and generate community excitement for the collective project vision.





MACALESTER COLLEGE | JANET WALLACE FINE ARTS CENTER | Saint Paul, Minnesota

HGA collaborated with Macalester College on the multi-phase Janet Wallace Fine Arts Center to transform the music, theatre and fine arts buildings into a state-of-the-art visual and performing arts complex, anchored by a new light-filled, two-story arts commons.

In Phase I (completed in 2012), the music building was reconfigured and expanded to provide a 318-seat concert hall, dedicated choral and instrument rehearsal spaces, individual practice rooms and teaching studios. The arts commons creates a front door to the arts that is connected to the campus. The central gathering space serves all the arts disciplines while providing a new art gallery, multimedia lab, classrooms and meeting rooms. The exterior envelope creates a more transparent and accessible identity for the arts.

Phase II (completed in 2014), transforms the Art Department with new print making, drawing, pottery and sculpture studios. The Art Department is designed to the highest standards of art safety. HGA has been on the cutting edge of implementing exhaust, filtration and protection standards against hazards that exceed those in industrial and laboratory settings.

Phase III—programmed and planned for future development of the theatre department—will include a theatre, rehearsal spaces, classrooms and faculty offices.

FINE AND PERFORMING ARTS



AMERICAN SWEDISH INSTITUTE | NELSON CULTURAL CENTER | Minneapolis, Minnesota

The design for the Nelson Cultural Center for the American Swedish Institute acknowledges the historic character of the adjacent Turnblad Mansion while creating a distinct architectural presence that considers contemporary and traditional Swedish aesthetics. The new wing, which includes the main lobby, café, gallery space, retail shop and event space, is light and airy, with two-story windows visually aligning with the Mansion and the original entrance. From the lobby, a glass corridor connects with the main mansion and carriage house. The Mansion's lower level showcases a renovated gallery and provides much-needed classrooms and a community hall.



SAINT PAUL ACADEMY AND SUMMIT SCHOOL | PERFORMANCE SPACE AND GREAT HALL | Saint Paul, Minnesota

An essential part of the mission of SPA's Fine Arts Program is to "provide a rich environment in which students can discover and develop their own creative potential." The addition of the Performance Space and Great Hall to the campus will be instrumental in strengthening this clarity of purpose and the belief in community which is at the core of the SPA experience. Each successive addition to the Randolph Campus has been transformative in its impact—the next phase of expansion is a tremendous opportunity to bring greater clarity to this architectural history while setting a course for the future.

FINE AND PERFORMING ARTS



COLLEGE OF SAINT BENEDICT | BENEDICTA ARTS CENTER | St. Joseph, Minnesota

The expansion of the Benedicta Art Center is composed of simple rectangular volumes clad in velvety bronze and red metal panels that draw their inspiration from the brick of the original 1963 center. The black box, music and dance building volumes are punctuated by transparent glass windows that glow from the activity within. An amphitheater has been created as an extension of the black box theater to provide a venue for theatre, music and dance performances.



LONGWOOD UNIVERSITY | DEPARTMENT OF ART EXPANSION | Farmville, Virginia

The revamped Bedford Hall at Longwood University enables the Art Department to enhance academic performance in its growing graphic design, art education, photography, painting/drawing, crafts, art history and book arts/printmaking programs. The project includes a three-story 47,000 SF addition and 26,240 SF renovation and updates mechanical, electrical, ventilation and life-safety systems. Outside, the addition features a distinctive glass-walled gallery with vertical glass fins overlooking a reflecting pool. Inside, classrooms and lecture spaces vary from a 98-seat lecture hall to smaller flexible seminar rooms. Exhibition spaces include a formal student gallery to informal spaces in lobbies, circulation corridors and other gathering locations.





CITY OF ANDOVER AND ANDOVER YMCA | COMMUNITY CENTER AND YMCA | Andover, Minnesota*

The Andover Community Center and YMCA is the result of a collaborative venture between the City of Andover and the Greater Twin Cities YMCA. The goal of the project was to build community through an emphasis on an active lifestyle and physical fitness. The 140,000 SF building program is built around three major athletic venues: an NHL-sized ice arena with spectator seating for 800, a fieldhouse with three 50'x84' basketball courts, and an aquatics center with lap pool, recreational pool, water slides and aquatic play features.

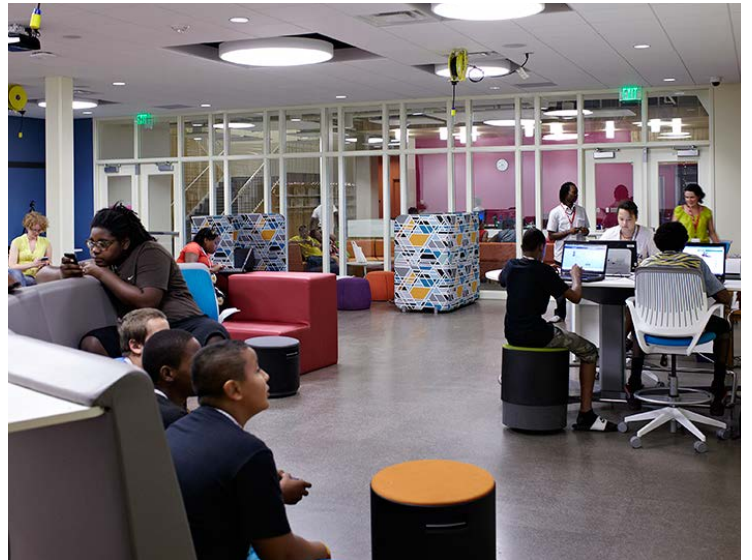
The architectural and engineering team worked collaboratively with a construction manager throughout the process from pre-planning and cost estimating through construction and final completion. The architecture uses several utilitarian materials

* Project designed by Victor Pechaty prior to joining HGA.

in highly innovative ways to create a civic presence. The project was awarded a 2005 American Institute of Architects Honor Award for its innovative design.

The ice arena is designed for year-round operation and is served by four team rooms; two of which have enhanced facilities and are occupied solely by the Andover High School varsity hockey team. The ice sheet is set 3' below the ground floor level. This simple design decision allows for excellent views of all ice activities directly through the dasher board glass. The arena and the entire facility has become a central gathering place for Andover and surrounding communities.

COMMUNITY RECREATION CENTERS



CITY OF SAINT PAUL | ARLINGTON HILLS COMMUNITY CENTER | Saint Paul, Minnesota

This project is part of a transformational multi-block development in Saint Paul, Minnesota. One portion of the project which will consist of a replacement library for the Arlington Hills Library and a new Saint Paul Recreation Center. Lines between library and recreation center program areas have been blurred in an effort to eliminate single purpose spaces. Youth programs are planned to be more active and youth program areas—library collection and gym—will be co-located. Library and Rec Center Adult meeting rooms, restrooms and support services will also be collocated. Collocation allows for reduction in the overall building square footage required and increased operational efficiency.

No room or area will be underutilized or vacant. Staff will provide services to meet both the needs for the recreation center as well as the library and excited for the programmatic opportunities which this presents.

The library also incorporates such sustainable elements as solar glazing, a "cool" roof, 100 percent recyclable carpet tile, bioswales for site drainage, and durable materials that meet the City's longevity standards for public buildings. This new community center, complete with soccer fields and community gardens will serve the diverse culture of this neighborhood and renew the community with respect to their unique history.



CITY OF MINNETONKA | WILLISTON RECREATION CENTER EXPANSION AND RENOVATION | Minnetonka, Minnesota*

The expansion and renovation to the City of Minnetonka Williston Recreation Center began with a comprehensive Feasibility Study. After multiple expansion and renovation options were reviewed, the city conducted a best-value analysis—cross referencing programmatic needs and financial stewardship of city resources—which led to the construction of two building additions and extensive interior renovation.

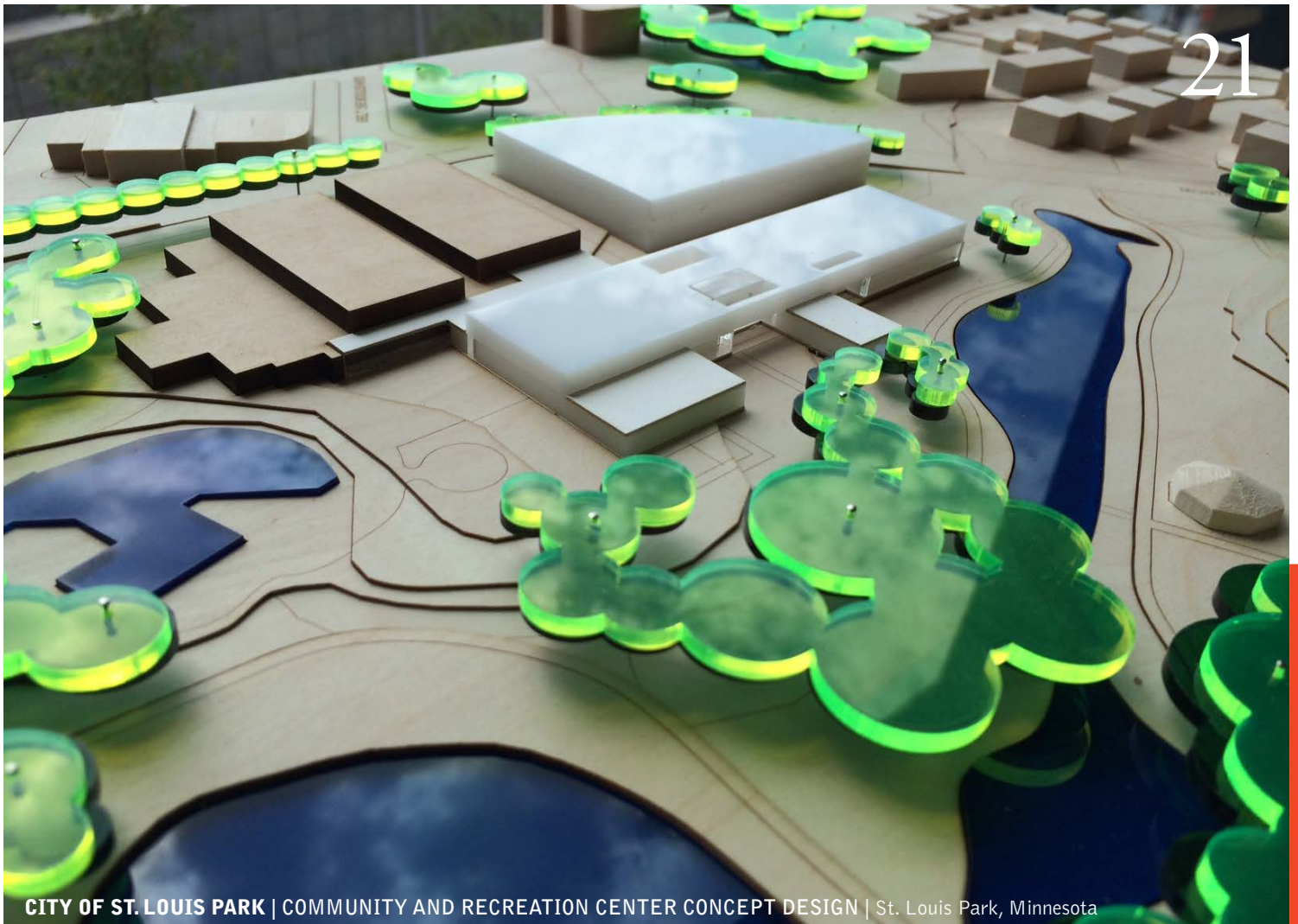
The existing building housed a failing aluminum shell lap pool. The aquatics scope preserved the elegant wood-vaulted roof structure over the existing pool while demolishing the existing

pool and outdated filtration systems. The existing pool liner was left in place and served as form work for a new concrete pool structure finished with a cementitious lining. A zero-depth entry shallow water pool was added in a new building expansion to the south providing a new amenity for families.

A second addition replaced the building's lower level entry with a new upper level lobby overlooking the existing tennis structure. Underutilized racquetball courts were repurposed with a new children's climbing and fitness area and new fitness areas were added to the north.

* Project designed by Victor Pechaty prior to joining HGA.





CITY OF ST. LOUIS PARK | COMMUNITY AND RECREATION CENTER CONCEPT DESIGN | St. Louis Park, Minnesota

References

We define success solely through the success of our clients. After the project is fully realized, does it meet and exceed the vision of the communities it serves? We believe there is no better endorsement of our work than the objective recommendation of our clients. We nurture long-term client relationships long after a project is complete and encourage you to contact our references who have recent experience working with our HGA team.

CITY OF EDEN PRAIRIE

Jay Lotthammer, Director, Parks And Recreation
City of Eden Prairie
952.949.8440 | jlotthammer@edenprairie.org

AMERICAN SWEDISH INSTITUTE

Bruce Karstadt, President and CEO
American Swedish Institute
612.871.4907 | Brucek@ASImn.org

CITY OF ST. LOUIS PARK

Cindy Walsh, Director of Parks and Recreation
City of St. Louis Park
952.924.2541 | cwalsh@stlouispark.org

CITY OF GOLDEN VALLEY

Rick Birno, Director Of Parks and Recreation
City of Golden Valley
763.512.2342 | rbirno@goldenvalleymn.gov

Project Approach

VISIONING AND PROGRAMMING

HGA proposes a kick-off workshop to initiate the visioning and program development phase. We use the term workshop to describe an intensive and inclusive working session with core stakeholders. This process will first define guiding principles and qualitative program needs and then transition to the quantitative metrics of occupant capacity and square footage requirements.

The programming process will introduce questions based on the HGA team's expertise in planning and design of arts and community center facilities and our ongoing review of emerging trends in multi-use facilities. This process of inquiry is intended to ensure that the functional potential of each program element is maximized and made specific to your needs.

All results are tabulated and detailed graphic illustrations/diagrams are created to accurately quantify and record each programmatic element. Specific area sizes, finishes and configurations are assigned to program areas and later cross-referenced with a cost estimate. The program is a living document subject to continued review and refinement throughout the process. The program developed by the team will serve as the foundation for concept plans on the site.

SITE ANALYSIS AND CONCEPTUAL DESIGN

The Grandview site has unique characteristics that will affect optimal building layout. The HGA team will study and assess the technical opportunities and limitations of the site. The concept planning process begins with an analysis of key site characteristics such as planning/zoning criteria, topography, access and views.

Plan diagrams are developed based on the site analysis and desired internal building relationships. HGA utilizes a comparative method in conceptual design. Several design options may present themselves on the site. Committed to a transparent open book process, each feasible option is presented to the Edina Parks and Recreation Department during scheduled design team meetings. Together, architect and client will critique and evaluate the merits of each option en route to the optimal solution. Illustrative site plan, plan diagrams and 3D images are provided.

COST ESTIMATING

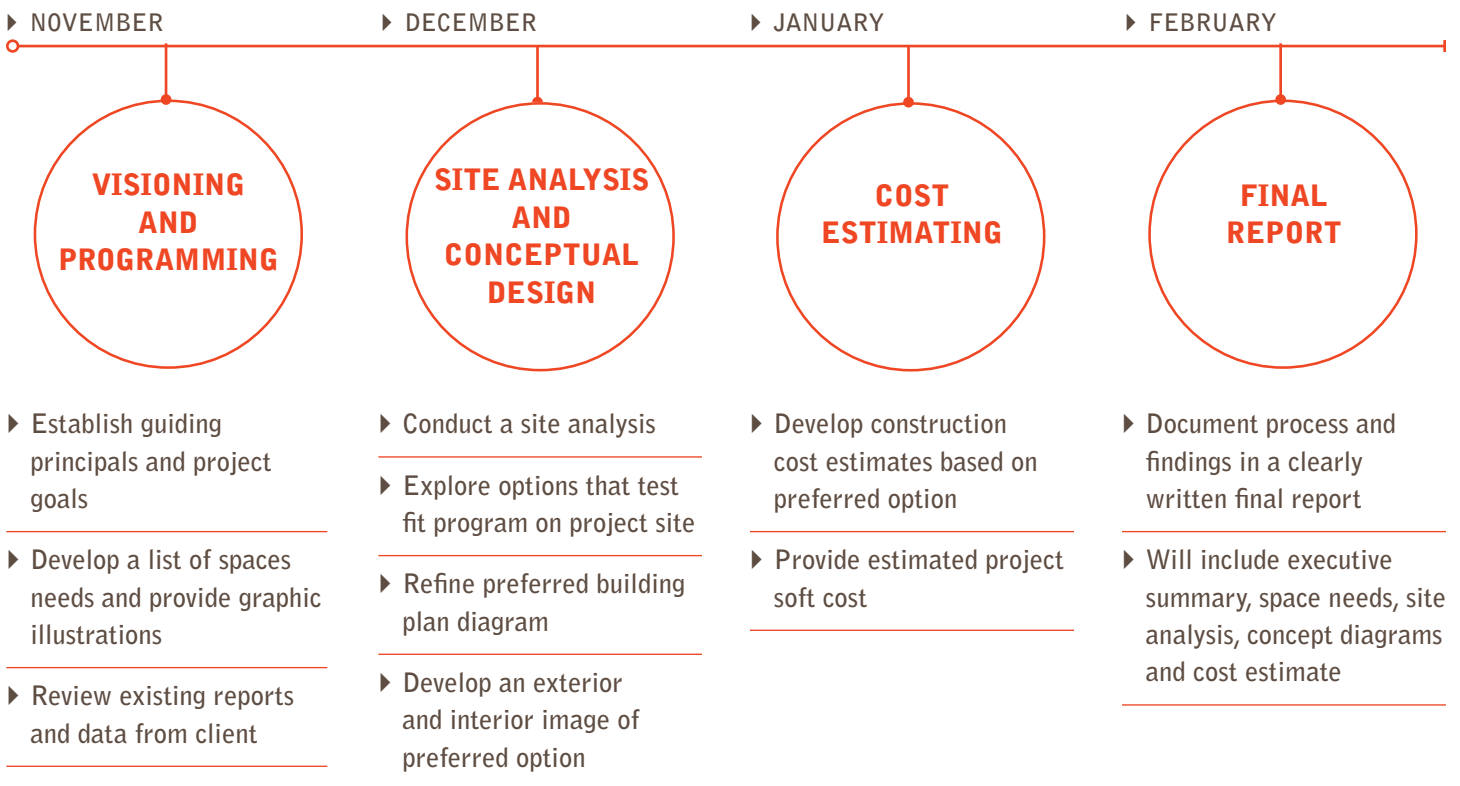
HGA offers in-house cost estimating to maintain a direct flow of accurate information between design professional and our cost estimators. HGA cost estimators utilize several comparative metrics to generate final cost estimates. Data is gathered from national and local databases of community center projects recently bid, HGA's internal database of recently bid projects and ongoing communication with local contractor and sub-contractor entities. Anomalies are reviewed and reconciled to create an accurate cost estimate complete with construction cost escalation projections and project soft costs.

FINAL REPORT

The entire process, described above, will be aggregated into a final report. A successful product will provide comprehensive data for use by the Edina Parks and Recreation Department in a best value analysis of design options.

SCOPE OF WORK AND SCHEDULE

Design is a core value of HGA's business. HGA implements leading-edge design concepts while meeting the needs of our clients with projects that range in cost, complexity and size. You receive the best of both worlds—the personalized service that a small firm provides coupled with access to highly specialized staff and resources that a full-service firm offers. The following information is based on our current understanding of the project.





Proposed Fee

Based on the project scope described in this proposal, HGA is pleased to offer our fee proposal for space planning and concept design for the City of Edina Grandview site. Our goal is to match the proposed services and fees with your precise needs. The following information is based on our current understanding of the scope of services.

VISIONING AND PROGRAMMING

ESTIMATED TEAM HOURS	88
ESTIMATED COST	\$12,000

SITE ANALYSIS AND CONCEPTUAL DESIGN

ESTIMATED TEAM HOURS	200
ESTIMATED COST	\$27,000

COST ESTIMATE

ESTIMATED TEAM HOURS	40
ESTIMATED COST	\$6,000

FINAL REPORT

ESTIMATED TEAM HOURS	40
ESTIMATED COST	\$4,800

TOTALS

TOTAL TEAM HOURS	368
TOTAL NOT-TO-EXCEED AMOUNT	\$49,800

ESTIMATED REIMBURSABLE EXPENSES

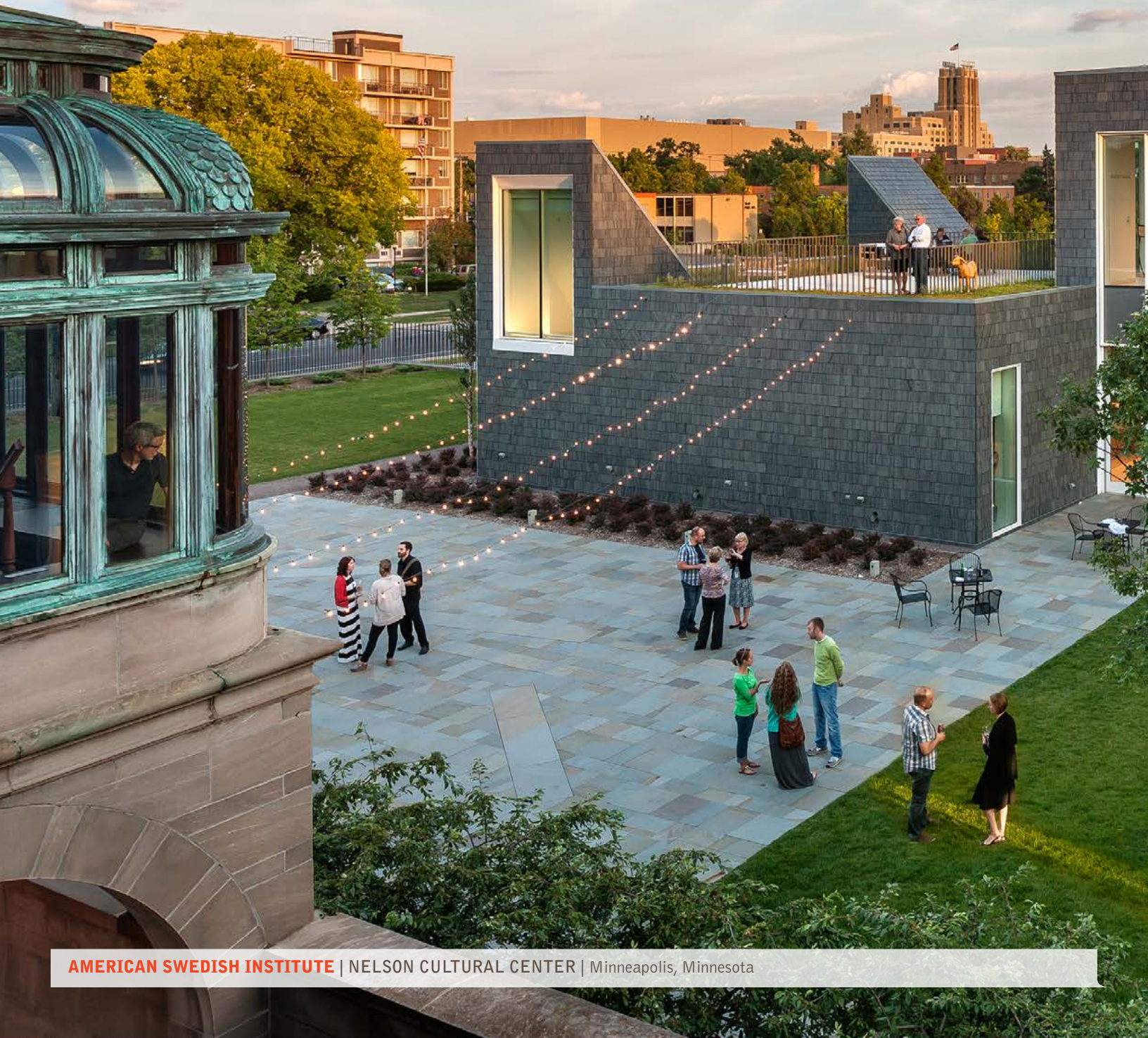
In addition to the lump sum fee for professional services, we anticipate reimbursable expenses for the project to include:

- ▶ Mileage Expenses: \$300 (includes in-town travel only)
- ▶ Printing Expenses: \$2,000 (includes printing costs for meetings, two printed copies and one electronic copy of final document)

ESTIMATED REIMBURSABLE EXPENSES	\$2,300
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"We selected HGA because of their great talent and their expressed passion for creating something very special for us that carefully complements the architectural landmark status of the Turnblad mansion."

— Bruce Karstadt, President/CEO, American Swedish Institute







Analysis & Recommendations for Edina Community Arts & Recreation Center

Proposed Scope of Services

11/1/2015

Parks and Recreation Department City of Edina, MN



Sutton + Associates
Cultural Facilities Development

Sutton + Associates, Inc.

Ann Kattreh
Director, Edina Park and Recreation Department
4801 West 50th Street
Edina, MN 55424

Ann,

It is with pleasure that Sutton + Associates submits this proposal to work with HGA Architects and PROS Consulting to provide the City of Edina with a comprehensive analysis for a potential Community Arts & Recreation Center at the Grandview site in Edina.

Sutton + Associates has been involved with the Edina Arts Center since the summer of 2012 helping to establish a new operational approach and assisting its leadership to examine the potential to better serve the residents of Edina at a more centralized location.

As a team member in the four month process anticipated to start in mid-November, Sutton + Associates brings a clear understanding of EAC issues, a strong background in community arts facility development and continuity to the consideration of the potential of the Grandview site.

We appreciate the opportunity to assist with this effort. If you have any questions, please do not hesitate to contact me at (612) 840-1392.

Sincerely,

George Sutton
Sutton + Associates, Inc.

Edina Community Arts & Recreation Center Analysis

OVERVIEW

The City of Edina's Park and Recreation Department has assembled a team to analyze the potential for a Community Arts and Recreation Center at the Grandview site in Edina. Sutton + Associates would join HGA Architects and PROS Consulting to provide a comprehensive assessment of programming potential, related facility space needs, organizational structure, operational budget and development costs.

The analysis will include identifying comparable organizations and facilities in the region and ascertaining key strategies to their success, as well as, best practices in their operations and programs. Further, a competitive analysis will identify market potential in the Greater Twin Cities area and the impact of demographic trends on future participation.

SCOPE OF SERVICES

The following scope of services outlines how Sutton + Associates will collaborate with HGA and PROS Consulting. For this project George Sutton will be assisted by Community Arts Organizer, Sara Shaylie. Projected completion date is the end of February, 2016.

MARKET & COMPARATIVE ANALYSIS: To better understand the competitive environment and market potential a comparative analysis of community Art Centers in the region will be undertaken. Consultants will work with PROS Consultants to identify at least 3 Minnesotan and 3 national centers that provide services to similar communities and outline specific aspects of their facility, program, legal structure and operation that are relevant to Edina. Benchmarks by which other communities and centers judge their success will be identified along with recommendations for the City of Edina. Consultant work will focus on specifically addressing the following points;

- What types of benchmarks are generally used to evaluate community arts related centers?
- Which communities have like Centers that are broadly viewed as successful?
- What makes them successful?

Edina Community Arts & Recreation Center Analysis

- What are their programming models and related fee structures?
- How are they organized?
- What are the sources and percentages of funding that support them?
- How do they market their programs?
- How does current EAC compare in terms of each of the above?

PROGRAMMING PLAN: The Edina Art Center has a wide variety of visual arts programs and services. Sutton + Associates will work closely with EAC GM and team to determine a program plan for new art spaces and a list of potential arts partners. Consultants will review current program offerings, participation and cost structure at Edina Art Center. Relevant programming models at comparable centers will be provided along with an assessment of typical cost recovery rates by program. Potential partnerships that could allow expanded program offerings and potentially bring efficiencies will be examined. Consultants focus will be to address the following questions.

- What overall seem to be the best practices in comparable arts centers for generating community participation in programming?
- How does EAC compare?
- To achieve a stronger cost recovery percentage, are there current programs and service offerings that should be either expanded upon or no longer offered?
- What are EAC's weaknesses and strengths in marketing and advertising?

OPERATIONAL PLAN

Sutton + Associates will work with project team to identify potential programming participation and recommended fee structure and to identify range of potential revenue sources. Requisite staff needs will be

Edina Community Arts & Recreation Center Analysis

identified along with other operating cost considerations. Consultants will assess current operations and financials of the Edina Art Center to identify strengths and weaknesses and work with project team to recommend an operational plan with expanded programming and broader community impact. Cost structure of current programming to participants will be examined and compared to fees at like centers. Best practices for optimizing gift shop, art supplies, and other auxiliary revenue options will be provided based on observations of successes at like facilities.

RECOMMENDATIONS

In collaboration with other team members Sutton + Associates will review all analysis findings and make recommendations specific to programming, space planning and operational budgeting.

Edina Community Arts & Recreation Center Analysis



Sutton + Associates
Cultural Facilities Development

QUALIFICATIONS

The project contract will be with Sutton + Associates, Inc. who will be solely responsible for the delivery of all elements of the Scope of Services. The team of consultants assembled for the Edina Art Center project brings a unique blend of skills, experience and knowledge of the Greater Twin Cities Metropolitan Area as well as communities around the country. In their consulting practices the team has worked individually and together in a diverse range of communities across the country providing guidance to:

- Design, manage, and evaluate cultural programs and facilities
- Anticipate changes in demographics and cultural participation
- Balance civic purpose, artistic excellence, and financial stability
- Secure broad community engagement to guide and support important community cultural resources
- Listen to community stakeholders and institutional leadership
- Clarify and assess how new initiatives can fit within a community
- Focus a diverse range of community players around shared community assets and goals
- Forge strategic partnerships that get the right people behind an important plan and provide a solid foundation for success
- Ensure that the most pragmatically planned endeavors will still have the power to inspire

Project Leadership

Sutton + Associates, Inc. is a full service cultural and community-planning firm with the unique combination of creativity, experience, community leadership, and analytical expertise to carry major institutional initiatives from concept to reality. Led by George Sutton, a twenty-five year veteran of cultural and community planning, Sutton + Associates has successfully managed feasibility studies, operational planning, project conceptualization, and leadership cultivation efforts behind some of the country's biggest community revitalization initiatives. From several million dollar projects to major multi-million dollar ventures, Sutton + Associates has

Edina Community Arts & Recreation Center Analysis

a proven track record of providing reliable, sound planning leadership to complex cultural projects.

Sutton's ability to listen to an institution's leadership and stakeholders, work with staff to assess how a new initiative will fit within the community, conduct smart analysis to determine costs, operational options, and feasibility, forge strategic partnerships, and get the right people behind an important plan provide a solid foundation for success. His creativity ensures that the most pragmatically planned endeavors will still have the power to inspire.

Joined by a top-notch groups of business and cultural planning professionals, Sutton + Associates complements its own experience with teams of widely-respected cultural events planners, fund raising professionals, logistics experts, researchers, and community experts who lend creativity, sound judgment, and a collective 75 years of professional experience to Sutton + Associates' resume.

Team Member Profile

Based upon the areas of work identified above, Sutton + Associates will engage Community Arts Organizer, Sara Shaylie to assist with this project.

Sara Jean Shaylie brings twelve years of experience in the arts supporting campaigns, events and coordinating projects for Minnesota nonprofit and for-profit organizations. Ms. Shaylie has worked with Sutton + Associates on past projects including a recent comprehensive analysis of the Tulsa Performing Arts Center. Her extensive knowledge of public administration, executive administration, project management and research and communication skills will be a great asset to the Edina Analysis Project.

Specific Vendor Requirements

1. Sutton + Associates, Inc. is a full service Cultural Facility Development consulting firm based in Minnesota and providing services in communities throughout the country.

Sutton + Associates, Inc.
528 Hennepin Avenue Suite 215
Minneapolis, MN 55403
Tel (612) 840-1392 FAX (612) 605-4313

Edina Community Arts & Recreation Center Analysis

2. Sutton + Associates nor any of the participating project partners have terminated or been terminated from any contracts within the past 24 months.
3. Sutton + Associates and the assembled team of specialist bring a long standing history of working both within the Minnesota arts community as well as around the country. Our experience with demographic and marketing analysis and business and feasibility planning for performing arts centers include a long list of venues including:

PAC Comprehensive Analysis	Tulsa Oklahoma
Center for the Arts	Jackson Hole WY
Gallo Performing Arts Center	Modesto, CA
Minnesota Shubert Theater	Minneapolis, MN
State Theater	Eau Claire, WI
Mabel Tainter Memorial Theater	Menomonie, WI
Wilson Performing Arts Center	Red Oak, IA
Guthrie Theater Reuse Analysis	Minneapolis, MN
PAC Comprehensive Inventory	Saint Paul, MN
Ritz Theater	Minneapolis, MN
Jungle Theater	Minneapolis, MN
Intermedia Arts	Minneapolis, MN
Children's Theater	Minneapolis, MN
Comprehensive analysis of multiple capital initiatives	San Francisco, CA

4. Additionally, the team is experienced in working with and or for local and state governmental entities. Local and state governmental entities that consultants have worked with include:

City of Saint Paul, MN	City of Minneapolis, MN
City of Red Wing, MN	City of Santa Cruz, CA
City of San Francisco, CA	City of San Jose, CA
City of New York, NY	City of Brainerd, MN
City of Duluth, MN	City of Minot, ND
City of Chicago, IL	City of Philadelphia, PA
City of Fort Lauderdale, FL	City of Seattle, WA
City of Portland, OR	City of Tacoma, WA
City of Tulsa, OK	City of Fergus Falls, MN

Edina Community Arts & Recreation Center Analysis

City of Los Angeles, CA
City of Yellow Spring, OH

City of Rochester, MI
University of Minnesota, MN

5. Sutton + Associates nor any of the participating project partners see any conflict of interest with any party related to the proposed scope of services.
6. George Sutton of Sutton + Associates will have specific responsibility and oversight of all elements of the proposed work.



REVISED Proposal:
**Grandview Community Center
Feasibility Study & Business Plan**

Presented to the:
City of Edina



October 19, 2015

PROS CONSULTING
201 S. Capitol Avenue
Suite 505
Indianapolis, IN 46225
877.242.7760
www.prosconsulting.com

Prepared By:
pros consulting
INC.



PROS Consulting Firm Profile

PROS Consulting is a small firm with a big presence in the field of management consulting for public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. PROS is among only a small handful of firms that have tremendous experience in the field as practitioners and have become nationally recognized for helping to shape and further transform the industry of parks and recreation. The full name and location of the office that will be working on this project are:

Full Legal Company Name: PROS Consulting, Inc.
Years in Business: 20 (formed in 1995)
Contact Information: 201 S. Capitol Avenue, Suite 505
Indianapolis, Indiana 46225
P: 877.242.7760; F: 877.242.7761
Contact: Leon Younger, President; 317.679.5615
leon.younger@prosconsulting.com



Areas of Focus

Management consulting and planning services offered by PROS span the full spectrum of planning needs for public agencies, and are grouped into the following practice areas:

- **Feasibility Studies and Business Planning** - completed over 200 feasibility studies and business plans, often counseling our clients on how they can shape their projects and their vision around the reality of what is feasible and sustainable.
- **Operations, Maintenance and Organizational Development** - completed over 450 plans that involved operations, programming, maintenance and organizational development components.
- **Financial Planning and Management** - PROS is most renowned for providing the most innovative and proven methods for financial planning and management in the public sector with direct experience with over 150 proven ways to fund public parks, facilities and park systems.
- **Strategic Planning** - completed over 80 strategic plans for cities, counties, park districts and state agencies to help them become established in their market or to reposition themselves.
- **Needs Assessment** - completed over 250 needs assessments as a precursor of doing a Master Plan, Strategic Plan or Feasibility Study. We will perform a comprehensive parks, facilities and program needs assessment that helps identify importance and unmet needs for a variety of facilities / amenities and programs.
- **Master Planning** - completed over 250 master plans for parks and park systems that have been successfully implemented and driven over \$5 billion worth of capital investment.





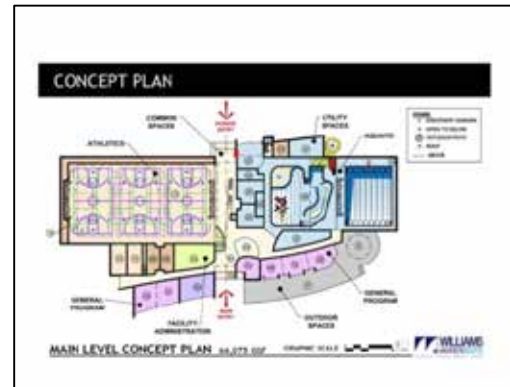
Project Experience

Orange Township, OH Community Center Needs Assessment (2012)

LEWIS CENTER, OHIO

In 2012, PROS Consulting completed a Community Center Feasibility Study for the residents of Orange Township for a 90,000 square foot community center. As part of the plan, analysis determined locations within the Township that would be most advantageous to gain community support and awareness for such a facility. The process took five months to complete, and the components of the study included the following:

- A demographic and Trend analysis of the current population, forecasted population, per capita income, age specific populations, household formations, trends analysis and the need for recreation services in Orange Township
- Identification of the recreational programs and facilities that are offered to the public in the study area that included public, not-for-profit, and private suppliers
- Analysis of the unmet needs in the area for recreation services
- Identification of strategic partners in the study area and subgroups who would have an interest in a joint use facility such as seniors, athletic groups, healthcare organizations, educational groups & advocacy groups
- Focus group meetings with key stakeholders in the Township
- Creation of an organizational structure for the facility and a management plan
- A statistically valid survey to determine community need and support for such a facility
- Evaluation of existing programs in the region and analysis of program needs
- Identification of the facility requirements for each of the programs needed in a comprehensive building program for the entire facility by room format
- Evaluation of program needs for the park, as well as the location of the facility
- An operating & capital cost plan that includes an estimate of construction costs based upon the building program
- The development of operating costs for the building and how it could operate via various revenue sources
- Public presentations and recommendations



The proposed facility will feature an indoor family leisure pool, lap pool, gymnasiums, handball/racquetball courts, health/fitness, general program and Hospitality / Multi-Use / Seniors rooms. Additionally, the proposed site plan was designed to include a discovery garden, splash pad, trails/paths, tennis courts, event area, and a future outdoor aquatic center. Through a public participation process, it was determined that the desired programs included aquatics, sport introductory programs, youth life skills programs and outdoor recreation programs, day-time programming for young mothers, and competitive youth and adult leagues. Along with sport programs, there would be a balance of art, theater, and music programs, senior center activities, social events, and family-based programs. The goal of the feasibility study was to create a Center that was self-supporting, operating at a high cost recovery percentage.

Project Reference: Mr. Scott Overturf, Project Manager; 3620 North High Street, Suite 306; Columbus, Ohio 43214; 614.204.1428; rpoturf@aol.com



Prince George's County Southern Area Aquatics and Recreation Center Feasibility Study & Business Plan (2013)

PRINCE GEORGE'S COUNTY, MARYLAND

In 2013, The Maryland-National Capital Park and Planning Commission (M-NCPPC) desired a Southern Area Aquatics and Recreation Center (SAARC) feasibility study/business plan for a proposed new multi-generational recreational center located in the Brandywine area of Prince George's County. The proposed multi-generational recreational center was developed jointly with the community through an agreement with the M-NCPPC. It will be M-NCPPC's first multi-generational recreation center to be developed in accordance with new design and operational guidelines for regional community centers based on M-NCPPC's *Formula 2040: the Functional Master Plan for Parks, Recreation and Open Space*, which was completed by PROS Consulting in 2013.



As envisioned, this new regional facility will have components that can accommodate a range of leisure and recreational activities in one setting as expressed by individuals and families from various community input processes. The program spaces planned include an indoor aquatics center, fitness area, gymnasium, senior services and designated program spaces that can serve people of all ages.



PROS Consulting was hired by M-NCPPC to lead the process that included developing the market assessment and the financial feasibility component of the project. Williams Architects provided the preliminary design concept plans, which included a footprint of the proposed building, location, site assessment, site plan, and cost estimates. ETC Institute provided the survey results that were used.

The SAARC Feasibility Study and Business Plan was developed under the following guiding principles and desired outcomes:

- Build a shared vision for a signature multi-generational recreation center facility in southern Prince George's County that includes three main program spaces that include an aquatic center, gymnasium and fitness component, which includes additional program space to serve all age groups.
- Utilize best practice means and trends to help meet the needs of current and future residents.
- Focus on promoting a collaborative approach toward future development with the community.
- Determine the optimal staffing structure and operational metrics to ensure maximum return on investment for M-NCPPC and the taxpayers of the County.

Pro Forma Revenues & Expenditures						
M-NCPPC Southern Area Aquatics and Recreation Center						
BASELINE: REVENUES AND EXPENDITURES						
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Revenues						
Fees	\$1,512,400.00	\$1,557,772.00	\$1,608,505.16	\$1,662,540.31	\$1,702,219.52	\$1,753,286.11
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recreation Programs	\$21,462.00	\$22,106.96	\$22,769.04	\$23,452.11	\$24,155.67	\$24,880.34
Fitness	\$108,621.00	\$111,879.63	\$115,236.02	\$118,693.10	\$122,253.89	\$125,921.51
Natorium	\$562,425.00	\$579,297.75	\$596,676.68	\$614,576.98	\$633,014.29	\$652,004.72
Gymnasium	\$199,803.00	\$205,797.09	\$211,971.00	\$218,333.13	\$224,880.04	\$221,624.44
Parties	\$48,900.00	\$50,367.00	\$51,878.01	\$53,434.35	\$55,037.38	\$56,688.50
Rentals	\$107,250.00	\$110,467.50	\$113,781.53	\$117,194.97	\$120,710.82	\$124,332.14
Child Care	\$14,000.00	\$14,420.00	\$14,852.60	\$15,296.16	\$15,751.12	\$16,229.84
Kitchen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$2,574,861.00	\$2,652,106.83	\$2,731,670.03	\$2,813,620.14	\$2,898,028.74	\$2,984,969.60
Expenditures						
Fees	\$52,200.00	\$52,200.00	\$52,200.00	\$52,200.00	\$52,200.00	\$52,200.00
Administration	\$727,110.05	\$767,959.05	\$811,392.44	\$857,589.88	\$906,744.38	\$959,063.24
Building Maintenance	\$158,410.00	\$169,161.40	\$180,706.31	\$193,105.84	\$206,425.94	\$220,737.70
Building Services	\$192,833.38	\$207,228.05	\$222,740.51	\$239,459.06	\$257,479.03	\$276,903.32
Recreation Programs	\$137,482.20	\$146,255.69	\$155,655.05	\$165,727.71	\$176,524.18	\$188,101.38
Fitness	\$271,475.96	\$287,472.13	\$304,521.87	\$322,700.50	\$342,089.02	\$362,774.52
Natorium	\$859,628.34	\$922,895.11	\$991,021.49	\$1,064,388.71	\$1,143,408.20	\$1,228,524.02
Gymnasium	\$114,309.80	\$119,013.59	\$123,931.05	\$129,073.20	\$134,451.75	\$140,079.09
Parties	\$33,425.40	\$34,976.43	\$36,666.51	\$38,392.45	\$40,131.11	\$42,055.87
Rentals	\$26,785.00	\$27,197.80	\$28,700.12	\$30,298.27	\$31,999.00	\$33,809.60
Child Care	\$36,202.24	\$39,048.42	\$42,120.79	\$45,437.41	\$49,077.77	\$53,082.91
Kitchen	\$2,750.00	\$2,837.50	\$2,929.03	\$3,027.69	\$3,118.60	\$3,218.88
Total	\$2,611,612.37	\$2,726,244.17	\$2,852,524.17	\$3,141,325.74	\$3,343,589.89	\$3,560,330.53
Total Cost Recovery	99%	96%	92%	90%	87%	84%

Project Reference: Mr. Alvin McNeal, Prince George's County Department of Parks and Recreation Deputy Director; 6600 Kenilworth Avenue; Riverdale, MD 20737; 301.699.2533; alvin.mcneal@pgparks.com





Estes Valley Recreation & Park District, CO Community Recreation Center Feasibility Study (2014)

ESTES PARK, COLORADO

Estes Valley Recreation and Park District desired a feasibility study for an Estes Valley Community Recreation Center in partnership with the Town of Estes Park, Estes Park School District R-3, Estes Park Medical Center, and Estes Valley Public Library District. PROS Consulting completed the feasibility study of converting an old elementary school into a multi-generational center in July of 2014. EVRPD has pursued the concept of building a community center in three unsuccessful bond issue elections in 1994, 2001, and 2008; however, formal feasibility studies were not completed prior to any of the three previous bond issue attempts.



The purpose of the feasibility study was to assist in providing information to the community and the proposed partners involved on the undertaking of a new EVCRC. As such, the intended outcome was for the partners to be well-versed on all aspects of the project in order to make informed decisions about their desired needs; the sustainability of the proposed design when considering the proposed site location and existing structures; and, the requirements necessary to accomplish the project with available resources.

The partnerships for the EVCRC would create a business consortium that would pool collective resources to offer recreation, health, and wellness that include medical, education, athletic, and social services in one facility for residents, area employers, and visitors. The facility would serve as a catalyst in the community when delivering recreation and other community functions in several disciplines. The facility would also become an integral part of a larger community campus that includes the future development of Stanley Park, Stanley Fairgrounds, and the Town of Estes Park Museum and Senior Center. The diagram below illustrates how this planning process unfolded to produce the recommendations for the EVCRC:



Project Reference: Mr. Skyler Rorabaugh, Executive Director; Estes Valley Recreation & Park District; 690 Big Thompson Avenue; Estes Park, CO 80517; 970.586.8191; skyler@evrpd.com

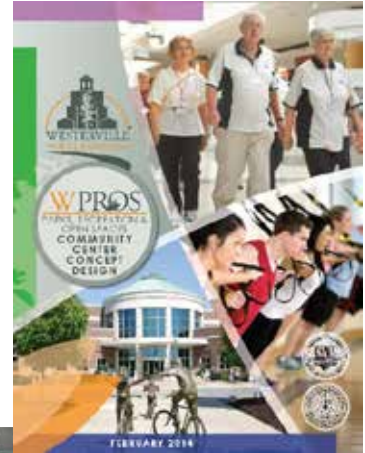
Pro Forma Revenues & Expenditures				
ESTES VALLEY COMMUNITY RECREATION CENTER				
BASELINE: REVENUES AND EXPENDITURES				
SERVICE TITLE	Revenues	Expenditures	Revenues Over (Under) Expenditures	Cost Recovery - Percent
Passes	\$989,500.00	\$52,200.00	\$937,300.00	1896%
Administration	\$0.00	\$540,110.05	(\$540,110.05)	0%
Building Maintenance	\$0.00	\$158,410.00	(\$158,410.00)	0%
Building Services	\$0.00	\$192,833.38	(\$192,833.38)	0%
Recreation Programs	\$31,080.00	\$102,427.50	(\$71,347.50)	30%
Fitness	\$112,630.00	\$223,881.36	(\$111,251.36)	50%
Natorium	\$410,225.00	\$859,628.34	(\$449,403.34)	48%
Gymnasium	\$192,210.00	\$154,826.00	\$37,384.00	124%
Parties	\$37,500.00	\$22,925.40	\$14,574.60	164%
Rentals	\$65,700.00	\$24,285.00	\$41,415.00	271%
Child Watch	\$14,000.00	\$36,202.24	(\$22,202.24)	39%
Kitchen	\$0.00	\$2,750.00	(\$2,750.00)	0%
Partnerships	\$226,500.00	\$0.00	\$226,500.00	
Total	\$2,079,345.00	\$2,370,479.27	(\$291,134.27)	88%



City of Westerville, OH Multi-Generational Recreation Center Senior Expansion Feasibility Study

WESTERVILLE, OHIO

In 2014, as part of the Parks, Recreation and Open Space Master Plan, the PROS Consulting Team worked with the City of Westerville to develop Feasibility Study for a proposed recreation center expansion of the existing Westerville Community Center. The Community Center expansion included the inclusion of the Senior Center, which they would relocate from a different location, as well as the expansion of the fitness center, gymnasium, aquatics, and indoor track. The PROS Team completed the following components as part of the feasibility study/business plan:



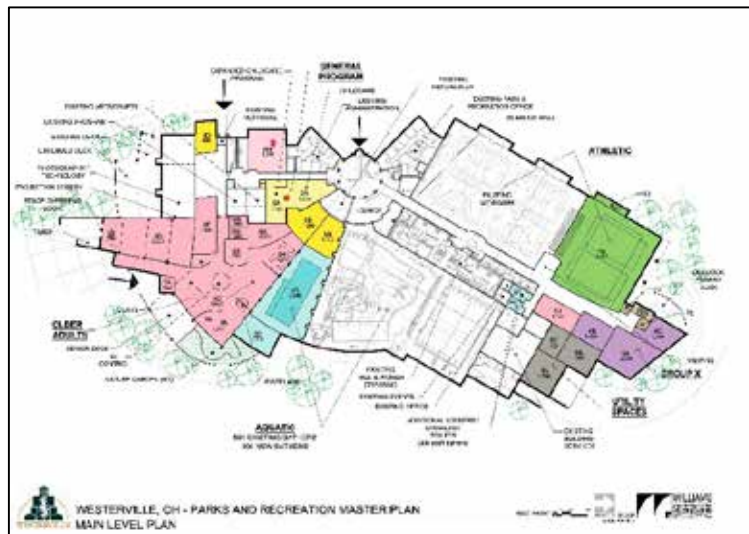
- Community Input (focus groups, public forums, stakeholder interviews, surveys)
- Market Analysis (Demographic and Recreational Trends Assessment)
- Vision and Core Program of the Expansion
- Operational Standards & Staffing Plan
- Conceptual Plans
- Financial Feasibility / Pro Forma Development
- Final Report Briefings and Development



The PROS Team presented the findings and outcomes in a strategic process, built upon examining the most innovative, effective and sustainable opportunity for the Parks and Recreation System for the next generation. With the expansion of the Community Center and moving the Senior Center to one large Multi-Generational Community Center, the City desired the facilities to achieve a higher cost recovery goal, moving from 60% to 84%.

Project Reference: Mr. Randy Auler, Director of Westerville, OH Parks & Recreation Dept.; 350 N. Cleveland Ave.; Westerville, OH 43082; 614.901.6504; randy.auler@westerville.org

Revenues	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$1,399,855.46	\$1,441,851.13	\$1,485,106.66	\$1,529,659.86	\$1,575,549.66	\$1,622,816.15
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recreation Programs	\$39,010.00	\$40,180.30	\$41,385.71	\$42,627.28	\$43,906.10	\$45,223.28
Fitness	\$460,450.00	\$474,263.50	\$488,491.41	\$503,146.15	\$518,240.53	\$533,787.75
Natorium	\$651,750.00	\$671,302.50	\$691,441.58	\$712,184.82	\$733,550.37	\$755,556.88
Gymnasium	\$95,940.00	\$98,818.20	\$101,782.75	\$104,836.23	\$107,981.32	\$111,220.75
Parties	\$37,500.00	\$38,625.00	\$39,783.75	\$40,977.26	\$42,206.58	\$43,472.78
Rentals	\$101,100.00	\$104,133.00	\$107,256.99	\$110,474.70	\$113,788.94	\$117,202.61
Child Care	\$24,500.00	\$25,235.00	\$25,992.05	\$26,771.81	\$27,574.97	\$28,402.21
Vendateria	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09	\$11,592.74
Senior Center	\$97,000.00	\$99,910.00	\$102,907.30	\$105,994.52	\$109,174.35	\$112,449.59
Total	\$2,917,105.46	\$3,004,618.63	\$3,094,757.19	\$3,187,599.90	\$3,283,227.90	\$3,381,724.73
Expenditures	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$167,511.80	\$167,511.80	\$167,511.80	\$167,511.80	\$167,511.80	\$167,511.80
Administration	\$929,768.37	\$953,474.21	\$978,122.73	\$1,003,751.48	\$1,030,399.49	\$1,058,107.36
Building Maintenance	\$209,245.37	\$210,756.77	\$212,322.48	\$213,944.48	\$215,624.83	\$217,365.68
Building Services	\$250,730.60	\$252,137.60	\$253,589.63	\$255,088.15	\$256,634.68	\$258,230.78
Recreation Programs	\$127,520.01	\$128,605.01	\$129,726.66	\$130,886.22	\$132,085.01	\$133,324.37
Fitness	\$478,972.74	\$481,977.74	\$485,101.29	\$488,348.08	\$491,723.00	\$495,231.10
Natorium	\$692,151.45	\$694,773.95	\$697,490.93	\$700,305.84	\$703,222.29	\$706,244.01
Gymnasium	\$33,384.00	\$33,654.00	\$33,933.90	\$34,224.07	\$34,524.89	\$34,836.76
Parties	\$32,925.40	\$33,949.40	\$35,013.16	\$36,118.24	\$37,266.24	\$38,458.85
Rentals	\$27,185.00	\$27,791.00	\$28,419.74	\$29,072.08	\$29,748.93	\$30,451.21
Child Care	\$33,268.72	\$33,298.72	\$33,329.62	\$33,361.45	\$33,394.23	\$33,427.99
Vendateria	\$5,700.00	\$5,878.00	\$6,061.62	\$6,251.04	\$6,446.45	\$6,648.03
Senior Center	\$806,563.00	\$811,753.25	\$817,137.60	\$822,723.41	\$828,518.31	\$834,530.25
Total	\$3,794,926.45	\$3,835,561.44	\$3,877,761.15	\$3,921,586.33	\$3,967,100.15	\$4,014,368.20
Net Revenue	(\$877,820.99)	(\$830,942.82)	(\$783,003.96)	(\$733,986.43)	(\$683,872.25)	(\$632,643.46)
Total Cost Recovery	76.9%	78.3%	79.8%	81.3%	82.8%	84.2%





Muskingum Recreation Center, Indoor Pool Feasibility and Business Plan Study (2009)

ZANESVILLE, OHIO

Muskingum Recreational Center, a 501(C)3 partnership, contracted with PROS Consulting in August of 2009 for consulting services to analyze the feasibility of a recreational facility (Muskingum Recreation Center, or MRC).



The original four entities which funded the Partnership for this endeavor are: Ohio University- Zanesville, Genesis HealthCare System, Muskingum County Community Foundation, and the Muskingum Family Y.

The goal of this project was to complete a feasibility analysis and business plan for the recreational facility in a comprehensive manner so that all entities of the Partnership had complete clarity of the potential for sustainability. The scope of this project spanned the physical and operational aspects of the proposed facility, including:

- Program analysis
- Site analysis
- Conceptual layout
- Operations analysis
- Potential partners
- Project funding analysis

The ultimate outcome of the project was twofold - to provide a roadmap for the Partnership that bridges the planning and development stages, carrying forward into the operational phase, and to utilize the program and concept development to inform the community about the benefits and value the MRC will have in terms of quality of life, community satisfaction, and community recruitment.



As a result of a feasibility study conducted by Williams Architects and PROS Consulting, Williams Architects is currently designing a Multi-Generational Recreation Center / Indoor Pool Facility located at Ohio University - Zanesville Campus. The MRC facility will contain: Racquetball Courts, Eight (8) Lane 25M Lap and 25Y Competition Lap Pool, Leisure and Therapy Pool, Health / Fitness / Wellness, Group Exercise / Studio Rooms, Multi-Purpose Rooms, Walking Track, associated Locker / Changing Facilities and general support spaces. The MRC is a collaboration of public and private partnerships between Ohio University - Zanesville, Genesis Healthcare System, The Muskingum County Foundation and the Zanesville YMCA. Construction is estimated to be completed in Spring 2014.

Project Reference: Ms. Beth Chapman, Executive Director of Muskingum Recreation Center; 3620 Court Dr. #1; Zanesville, Ohio 43701; 740.454.4767; bchapman@genesishcs.org or Mr. Jim Fonseca, Dean of Ohio University-Zanesville; 740.588.1489



Monon Community Center Feasibility Study (2001) and Business Plan (2010)

CARMEL, INDIANA

Set in a new park envisioned to be the “Jewel” of the Carmel-Clay park system, the Monon Center features an indoor natatorium containing a leisure depth pool and a six-lane, non-competition lap pool; a three-court gymnasium; health/fitness areas; an indoor children’s play zone; a café; flexible lobby space; administrative offices; program rooms; and a banquet room with a catering kitchen - are augmented by amenities contained in the facility’s accompanying, 3.5-acre, 2,098-capacity outdoor aquatic center. The amenities present in the finished project reflects input gleaned from a year-long series of public forums.

Designed to serve as an “anchor” to the inter-urban Monon Trail, the Center features an enclosed pedestrian bridge that spans the trail and links the passive, dense, mature forested areas of the site to the east, and active programming spaces in the open meadows of the site to the west of the Center.

Client:
Carmel Clay Parks & Recreation, City of Carmel
1055 Third Avenue
Carmel, IN 46032

Project Size:
160 Acre Park
146,000 SF Recreation Ctr.
2,200 Bather Aquatic Fac.

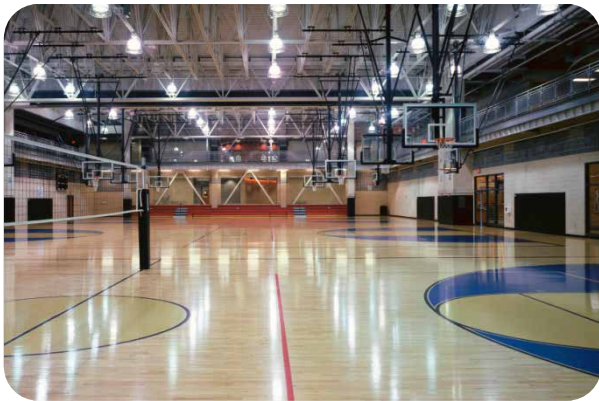
Estimated Project

Construction Cost:
\$52,000,000

Actual Project Cost:
\$51,957,000

Completion Date:
May 2007

PROJECT SERVICES:
Feasibility Study
Public Input and Bond Programming
Master Plan
Basic Architectural Serv.
Construction Administration
Aquatic Design / Engineering
Interior Design





Following completion of the feasibility study in 2001 completed by the PROS/Williams Architects Team, in 2010 the Carmel/Clay Board of Parks and Recreation again contracted with the PROS Consulting to complete a Business Plan, as well as a Marketing Plan for The Monon Community Center. PROS worked closely with Carmel Clay Parks & Recreation management and staff to develop an understanding of the business plan project and outcome expectations, as well as access the current operating practices and key issues facing The Monon Center.



The ultimate outcome of the business plan was to provide a true measurement of The Monon Center’s ability to meet the financial and operating expectations of the Park Board, elected officials, and the Carmel Clay community. Throughout the business planning process three themes, or critical issues, emerged. These critical issues which the business plan was formulated upon were:

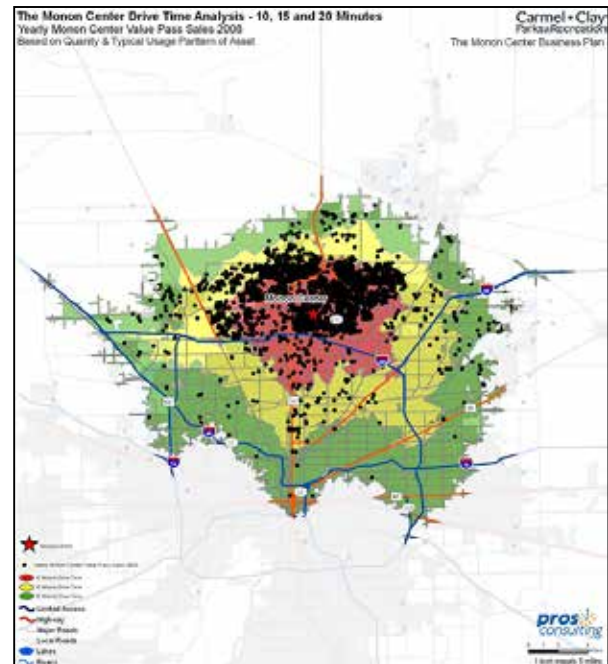
- A true measurement of realistic revenue capacity of the facility
- The ability to affectively link the facility design and program in a manner to optimize operational revenues to cover operational expenses
- To create a balance of the level of services provided to the value received with corresponding pricing

The original feasibility study and conceptual design of the Monon Center and Central Park was performed in conjunction by the PROS Consulting/Williams Architects Team.

Last year’s attendance was 591,296, including nearly 9,400 year-round members and day pass sales. The center has an operating budget of over \$4.5 million and has been self-sufficient since 2010. Through the business plan, the Monon Community Center has moved from a cost recovery of 75-80% to self-sufficiency.

Project Reference: Mr. Michael Klitzing, Parks and Recreation Assistant Director; 1235 Central Park Drive East; Carmel, IN 46032; 317.573.4018; mklitzing@carmelclayparks.com

Facility/Space Rentals; Top-20 Rental Spaces, by Hours	Total Rentals	Total Hours	Average Hours per Rental	Rank
Assessment Room	392	1,545.0	3.94	1
Dance Studio	1,090	1,016.6	0.93	2
Gymnasium C	633	811.3	1.28	3
Fitness Studio B	971	789.7	0.81	4
Conference Room West	72	505.0	7.01	5
Meeting Room	154	415.8	2.70	6
Banquet Room A	111	394.5	3.55	7
Gymnasium B	206	349.2	1.69	8
Fitness Studio A	353	297.5	0.84	9
Indoor Lap Pool 3	324	256.0	0.79	10
Indoor Lap Pool 1	333	207.0	0.62	11
Computer Lab	60	164.0	2.73	12
Party Room A	77	154.3	2.00	13
Indoor Leisure Pool 3	298	151.5	0.51	14
Program Room C	105	146.7	1.40	15
Program Room A	113	142.8	1.26	16
Indoor Lap Pool 2	180	135.0	0.75	17
Program Room B	105	119.5	1.14	18
Banquet Room -All 3	83	108.8	1.31	19
Computer & Meeting R	39	100.5	2.58	20





City of Grapevine, Texas Community Activities Center Expansion Feasibility Study & Business Plan (2012)

GRAPEVINE, TEXAS

In 2012, PROS Consulting formed a team consisting of Barker Rinker Seacat, as well as Water Tech, Inc. to complete a feasibility study/business plan for the 48,000 square foot facility that opened in 1996. The City of Grapevine desired a feasibility study/business plan for the expansion/renovation of the Community Activities Center that would include additional programming space, an increase in the square footage of the weight/fitness area, an added indoor aquatic component, as well as senior programming expansion.



The diagram below illustrates how this planning process unfolded to produce the recommendations for the Community Activities Center Business Plan:



By providing an objective analysis of the market and optimal management plan provided, created a viable financially stable CAC to meet the needs of the local market and the economic and financial expectations of the City. The updated Community Activities Center will be a great addition to the many public assets available to Grapevine residents. After expansion, the renovated Community Activities Center will be nearly 110,000 square feet. It will meet best practice standards for indoor community center space for residents of Grapevine. The Community Activities Center will have a balance between programmed and open use space based on programming in the building consuming 65% of the time available. The Community Activities Center has the capability to generate additional operating revenue that the pro forma presents, if the City Council feels it is appropriate for the future. A facility based on the new projected square footage can easily achieve 70% to 80% of its full operating costs if desired. The 110,000 square foot facility opened in 2015 and has exceeded the feasibility study's cost recovery goals.



Project Reference: Mr. Doug Evans, Former Parks and Recreation Director; 1175 Municipal Way; Grapevine, TX 76051; 817.992.9340; dandlevans@verizon.net



City of Olathe, KS Recreation Center Feasibility Study & Business Plan(2013)

OLATHE, KANSAS

In 2012, the City of Olathe contracted with PROS Consulting, ETC Institute, Barker Rinker Seacat, as well as Water Tech for consulting services to analyze the feasibility of developing a Community Recreation Center in Olathe as well as to develop a business plan for the facility if developed by the City. The goal of the planning project was to complete a feasibility analysis and business plan for the proposed new recreational facility in a comprehensive manner so that all key leaders and decision makers had complete clarity of the potential for financial sustainability of the facility. The scope of the project spanned the physical and operational aspects of the proposed recreation center facility, including:

- Program analysis
- Site analysis
- Conceptual layout
- Operations and financial analysis
- Demographic and Trend assessment
- Competition assessment
- Project funding analysis
- Business Plan development



The ultimate outcome of the project was to provide a roadmap for the City that bridges the design, planning and development stages of the project into the operational phase and a management plan for the Community Recreation Center. The 72,000 square foot facility opened Mid 2014 and has exceeded the feasibility study's cost recovery goals.

Project Reference: Mr. Brad Clay, Deputy Director; Olathe Parks & Recreation; 100 E. Santa Fe Street; Olathe, KS 66051; 913.971.8618; bclay@olatheks.org



Pro Forma Revenues & Expenditures						
OLATHE RECREATION CENTER						
BASELINE: REVENUES AND EXPENDITURES						
Revenues	1th Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$1,537,977.14	\$1,584,116.46	\$1,631,639.95	\$1,680,589.15	\$1,731,006.82	\$1,782,937.03
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building services/enance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recreation Programs and fitne:	\$36,190.00	\$37,275.70	\$38,393.97	\$39,545.79	\$40,732.16	\$41,954.13
Fitness	\$614,942.00	\$633,390.26	\$652,391.97	\$671,963.73	\$692,122.64	\$712,886.32
Natorium	\$181,300.00	\$186,739.00	\$192,341.17	\$198,111.41	\$204,054.75	\$210,176.39
Gymnasium	\$40,180.00	\$41,385.40	\$42,626.96	\$43,905.77	\$45,222.94	\$46,579.63
Parties	\$37,500.00	\$38,625.00	\$39,783.75	\$40,977.26	\$42,206.58	\$43,472.78
Rentals	\$101,100.00	\$104,133.00	\$107,256.99	\$110,474.70	\$113,788.94	\$117,202.61
Child Care	\$22,320.00	\$22,989.60	\$23,679.29	\$24,389.67	\$25,121.36	\$25,875.00
Kitchen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vendateria	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09	\$11,592.74
Total	\$2,581,509.14	\$2,658,954.42	\$2,738,723.05	\$2,820,884.74	\$2,905,511.28	\$2,992,676.62
Expenditures	1th Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$71,400.00	\$71,400.00	\$71,400.00	\$71,400.00	\$71,400.00	\$71,400.00
Administration	\$723,196.70	\$740,146.50	\$757,768.74	\$776,090.16	\$795,138.54	\$814,942.80
Building services/enance	\$130,410.00	\$131,921.40	\$133,487.11	\$135,109.11	\$136,789.46	\$138,530.31
Building Services	\$160,509.13	\$161,241.13	\$161,997.91	\$162,780.32	\$163,589.26	\$164,425.64
Recreation Programs and fitne:	\$91,173.00	\$93,225.56	\$95,352.42	\$97,556.33	\$99,840.11	\$102,206.72
Fitness	\$591,834.56	\$609,598.17	\$628,070.67	\$647,280.37	\$667,256.71	\$688,030.30
Natorium	\$464,082.54	\$468,865.04	\$473,828.42	\$478,979.59	\$484,325.75	\$489,874.36
Gymnasium	\$39,006.00	\$39,476.00	\$39,963.90	\$40,470.39	\$40,996.18	\$41,542.02
Parties	\$33,425.40	\$34,469.40	\$35,553.96	\$36,680.67	\$37,851.17	\$39,067.18
Rentals	\$25,785.00	\$26,335.00	\$26,905.50	\$27,497.28	\$28,111.13	\$28,747.90
Child Care	\$33,268.72	\$33,298.72	\$33,329.62	\$33,361.45	\$33,394.23	\$33,427.99
Kitchen	\$2,750.00	\$2,837.50	\$2,928.03	\$3,021.69	\$3,118.60	\$3,218.88
Vendateria	\$5,700.00	\$5,878.00	\$6,061.62	\$6,251.04	\$6,446.45	\$6,648.03
Total	\$2,372,541.05	\$2,418,692.42	\$2,466,647.89	\$2,516,478.38	\$2,568,257.59	\$2,622,062.14
Total Cost Recovery	109%	110%	111%	112%	113%	114%



Resumes

Leon Younger

PROS Consulting
President

Education

M.P.A., University of Kansas, Aug. 1988

B.S., Kansas State University, May 1975

Employment History

President, PROS Consulting, Sep. 1995 to present

Director/Chairman of the Board, Indianapolis Parks and Recreation, Apr. 1992 to Sept. 1995

Executive Director, Lake MetroParks (OH), Jun. 1988 to Mar. 1992

Director, Jackson County (MO) Parks and Recreation, Aug. 1983 to Jun. 1988

Certification

Certified Park and Recreation Professional

Professional Experience

- Founder and President of PROS Consulting
- More than 30 years in parks, recreation, and leisure services
- Recognized leader in applying innovative approaches to managing parks and recreation organizations
- Held positions as Director of Parks and Recreation in Indianapolis, Indiana; Executive Director of Lake Metroparks in Lake County, OH (Cleveland vicinity); and Director of Parks and Recreation in Jackson County, MO (Kansas County)
- Received the 1994 National Park and Recreation Association's Distinguished Professional Award for his progressive and innovative thinking in management of public parks and recreation entities, as well as induction into the NRPA Legends Hall of Fame
- Co-creator of the Community Values Model™, a business model that synthesizes public input into a strategic plan
- Regularly addresses sessions at the National Park and Recreation Conferences and has served as a board member and instructor at the Pacific Revenue and Marketing School in San Diego, California and the Rocky Mountain Revenue and Management School in Colorado

Similar Project Experience

- Estes Valley Recreation & Park District, CO Community Recreation Center Feasibility Study
- Riverside County, CA Regional Park & Open Space District Aquatic Facility Operational Impact Report
- Prince George's County, MD Regional Multi-Purpose Community Center Feasibility Study
- City of Olathe, KS Recreation Center Feasibility Study and Business Plan
- Blue Valley Recreation Commission (Overland Park, KS) Strategic Plan & Needs Assessment
- Shawnee County, KS Long Range Parks and Recreation Strategic Master Plan
- City of Kansas City, MO Recreation Community Facilities Operational Plan
- Carmel, IN Comprehensive Parks and Recreation Master Plan
- City of Westerville, OH Parks, Recreation and Open Space Plan
- City of Westerville, OH Senior Center Expansion Feasibility Study
- Orange Township, OH Community Center Needs Assessment and Feasibility Study
- Leon County, FL Sports Complex and Field House Feasibility Study
- Northbrook, IL Park District Regional Recreation Center Feasibility Study
- Tropical Park (Miami Dade County, FL) Business Plan
- City of Aspen, CO Recreation Division Operations Audit and Business Plan Development
- City of Grapevine, TX Community Center Expansion Feasibility Study and Business Plan





Michael Svetz

PROS Consulting
Senior Project Manager
Education

B.S., Miami University, 1990
M.S., Miami University, 1991

Employment History

Consultant, PROS Consulting; 2012 to present
Director of Parks and Recreation, City of Goodyear, Arizona;
2009 to 2012
Director of Parks and Recreation, City of Charlottesville, Virginia; 2004 to 2009
Director of Parks and Recreation, City of Strongsville, Ohio 2000 to 2004
Assistant Director of Parks and Recreation, City of Strongsville, Ohio 1997 to 2000
Recreation Supervisor, City of Brunswick, Ohio 1991 to 1997



Professional Experience

- 21 years of experience in parks and recreation at the local government level
- Managed development and operations of \$18 million, 157,000 sq. ft. Community Recreation Center in Strongsville, Ohio
- Managed construction and development of \$25 million in capital improvements in 3 years resulting from PROS Consulting Strategic Plan in Charlottesville, Virginia. Projects include: \$10 million Aquatic and Fitness Center, \$6 million Outdoor Aquatic Complex, \$9 million in park and trail development as well as land acquisition
- Oversight of the development and operations of \$103 million Spring Training Complex in Goodyear, Arizona
- Board of Director, Ohio Parks and Recreation Association 1997-2004
- President, Strongsville Community Foundation 2003-2004
- Board of Director, Virginia Recreation and Parks Society 2007-2009
- Vice President, Arizona in Action, Present

Similar Project Experience

- Managed the development and operations
 - \$18 million, 157,000 sq. ft. Community Recreation Center in Strongsville, Ohio
 - \$25 million in capital improvements in Charlottesville, Virginia. Projects include: \$10 million Aquatic and Fitness Center, \$6 million Outdoor Aquatic Complex, \$9 million in park and trail development as well as land acquisition
 - \$103 million Baseball Spring Training Complex in Goodyear, Arizona
 - 50,000 square feet community recreation center in Brunswick, OH
- Estes Valley Recreation & Park District, CO Community Recreation Center Feasibility Study
- Washington DC / Prince George's County, MD Regional Multi-Purpose Community Center Feasibility Study
- City of Westerville, OH Community Recreation Center Expansion Feasibility Study
- City of Napa, CA Senior Center Feasibility Study & Business Plan
- City of Pasadena, CA Sports Field Strategic Plan and Parks Maintenance Management Plan
- Santa Clara County, CA Cost Recovery and Pricing Plan
- City of Kansas City, MO Garrison Community Center Business Planning Services
- Prince George's County, MD Regional Community Center Feasibility Study
- City of Calgary, Alberta, Canada, Park Zero Based Budget Review
- City of Grandview, MO Aquatic Complex and Park Feasibility Study Development
- City of Aspen, CO Recreation Division Business Plan



Jeffrey J. Bransford

PROS Consulting
Senior Project Manager
Education

M.P.A., Clemson University, May 2005
M.S., Clemson University, May 2005
B.S., Texas A&M University, May 2002

Employment History

Senior Consultant, PROS Consulting August 2013 to Present
Associate Director, Eppley Institute for Parks and Public Lands, Indiana University, Mar. 2009 to Aug. 2013
Associate Director, Center for Park Management, National Parks Conservation Association, Jun. 2006 to Feb. 2009
Management and Business Analyst, National Park Service, Jun. 2005 to Jun. 2006



Certification

Project Management Professional (PMP)
Certified Park and Recreation Professional (CPRP)

Professional Experience

- More than 15 years in parks, recreation, and leisure services
- Experienced project manager, management consultant, business analyst, professional trainer, and strategic planner
- Served as project manager or lead analyst for over 55 park and recreation projects
- Held positions as Financial Analyst for the Center for Park Management and Business Plan Consultant for National Park Service
- Coordinated visitor programs at the Supreme Court of the United States from 2002-2003
- Served as Policy Fellow for U.S. Secretary of Agriculture in 2002
- Worked as Park Ranger and Park Guide for numerous seasons with National Park Service
- Received National Award for Excellence from the National Society for Park Resources in 2002
- Author of numerous research reports and peer-reviewed articles on park visitor management and operations

Similar Project Experience

- City of Edina, MN Parks and Recreation Strategic Plan
- City of Columbus, OH Recreation Center Operations Plan
- Baton Rouge, LA (BREC) Recreation Center Operations Plan
- City of Kansas City, MO Recreation Division Operational Business Plan
- CityArchRiver 2015 & Jefferson National Expansion Memorial (MO) Maintenance Management Plan, Strategic Plan & Business Plan
- City of Warrensburg, MO Parks and Recreation master Plan
- City of Kansas City, MO Parks and Recreation Master Plan
- City of Kentwood, MI Parks and Recreation Business Plan
- Toledo, OH Metroparks Strategic Business Plan
- Shawnee County, KS, Parks and Recreation Master Plan
- Cummins Employee Recreation Association Financial Sustainability and Master Plan
- Carmel Clay (IN) Parks and Recreation Compensation Assessment
- Everglades National Park Fee Operations Analysis
- Cuyahoga Valley National Park Revenue Feasibility Study
- Valley Forge National Historical Park Business Plan
- Statue of Liberty National Monument Concession Management Compliance Audit
- City of Louisville, KY, Southwest Greenways Master Plan and Public Survey



Terry Schwartz
PROS Consulting
Strategic Consultant
Education

Ed.D., Northern Illinois University, Dec. 1996
M.A., Northeastern Illinois University, May 1991
B.S., Southern Illinois University, May 1978

Employment History

Consultant, PROS Consulting 2014-Present
Executive Director, Winnetka, IL Park District, 2009-2014
Superintendent of Citywide Services, City of San Francisco, 2005-2009
Studio Director, Councilman-Hunsaker, 2002-2005
Professional Consultant, PROS Consulting, 1996-2002
Executive Director, Glen Ellyn, IL Park District, 1993-1996
Superintendent of Revenue Facilities, Arlington Heights, IL Park District, 1983-1993
Director of Recreation, Champaign, IL Park District, 1978-1983
Superintendent of Recreation, Alton, IL Park and Recreation Dept., 1974-1978



Professional Experience

- Thirty five years as a park and recreation professional with diversified experiences as an organization leader, educator and consultant:
- Significant experience when managing parks and open space, enterprise funds, recreation programs and the financial management of special districts and public park and recreation organizations
- A business mindset when developing and managing organizational budgets, a broad range of special use facilities and special events
- Notable abilities when speaking in public open meeting settings, conducting community process and leading organizations

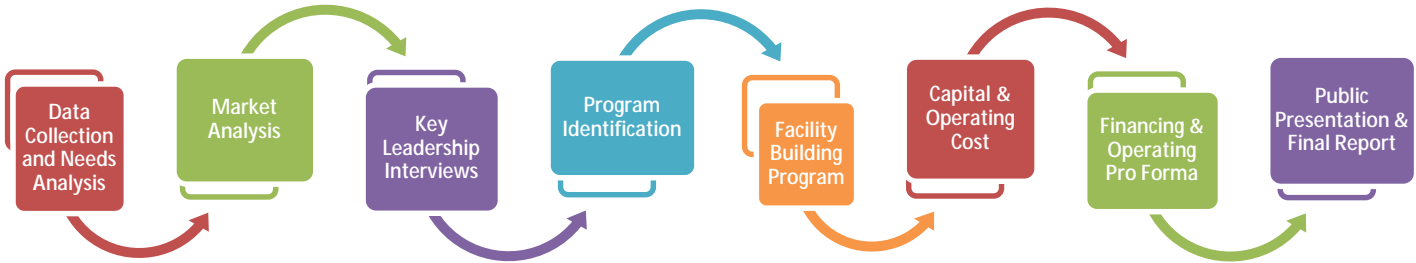
Similar Project Experience

- Feasibility Study, Recreation Center, Batavia Park District, Batavia, IL
- Feasibility Study, Recreation Center, New YMCA, Morris County, NJ
- Facility Planning, Recreation Center Space Planning, Batavia Park District, Batavia, IL
- Feasibility Study, Recreation Center, Lake Park High School, Medinah, IL
- Indoor Athletic Complex Feasibility Study, Waukegan Park District, Waukegan, IL
- Audit and Feasibility Study, City of Worcester, Worcester, MA
- Feasibility Study, Recreation Center, Ottawa Township High School, Ottawa, IL
- Feasibility Study, Long Branch School District, Long Branch, NJ
- Feasibility Study, State of Delaware, Dover, DE
- Feasibility Study, Grand Forks Park District, Grand Forks, ND
- Feasibility Study, City of Boonville, Boonville, MO
- Strategic Planning, Collinsville Area Recreation District, Collinsville, IL
- Feasibility Study, Batavia Park District, Batavia, IL
- Master Plan, Park and Facility Audit, City of Mesa, AZ
- Park and Facility Audit, City of Sarasota, FL
- Strategic Planning, Cary Park District, Cary, IL
- Strategic Planning, Lemont Park District, Lemont, IL
- Strategic Planning, Oregon Park District, Oregon, IL
- Strategic Planning, Bloomingdale Park District, Bloomingdale, IL
- Strategic Planning, Pleasant Dale Park District, Bur Ridge, IL
- Strategic Planning, Collinsville Area Recreation District, Collinsville, IL



Scope of Services

The process of developing the feasibility study and design services follows a logical planning path as described in the Scope of Work and illustrated below:



Task 1 - Data Collection and Market Analysis

A. Kick-off Meeting/Data Collection - The first task will establish the framework and outcome expectations associated with the feasibility study. Included in this task will be a kick-off meeting led by the prime consultant; the kick-off meeting should be attended by the key city of Edina stakeholders and staff members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the consultant team. The role of PROS in this task includes:

- Review Existing Information, Reports, and the existing facilities - The PROS Team will review and discuss with key city management and staff existing programs and operational issues at the current facilities, as well as the current market, other services providers, customer base and key findings and themes in relevant reports that have been done over the past several years if available. Also, a review of quality and conditions of amenities within facilities will be completed.

B. Demographic Analysis - The PROS Team will complete a demographic trends analysis which is based on Census 2000 baseline data, 2010 reported data, and projected populations for next five and ten years. Demographic characteristics analyzed and reported on will include population, age and gender distribution, households, and income characteristics. Also, the effect of demographic changes for the facilities being discussed will be researched. This analysis will provide an understanding of the demographic environment for the following reasons: To understand the market areas which are potentially served by the existing facility and potential new facilities to determine changes and assist in making proactive decisions to accommodate those shifts.

C. Service Provider Analysis - The PROS Team will analyze all major direct and indirect service providers. Direct and indirect service providers will be based on typical services/programs administered in like facilities. This data will be utilized to compare against the activities and programs identified in the Market Definition. An inventory of comparable facilities will be performed on a local basis to attempt to quantify market share. An analysis of competition will include: location, service offering, pricing, and attractions.

Comparative of Programming	Court Sports	Fitness	Cardio/ Free Weights	Aquatics	Seniors	Life Skills	Youth	Teens	Rentals	Child Care	Special Events
Fitness Centers											
Parkpoint Health Club		x	x	x	x	x	x				x
Healdsburg Health and Fitness		x	x								
Curves		x	x								
Healdsburg Pilates & Personal Fitness		x	x								
Yoga on Center		x	x								
Child Care Centers											
Live Oak Preschool							x	x			x
Pine Tree School-Preschool							x	x			x
Healdsburg Montessori School							x	x			x
Little Lambs Preschool							x	x			x
Saint John the Baptist School							x	x			x
Fitch Mountain State Preschool							x	x			x
Healdsburg Community Nursery School							x	x			x

D. Market Definition - The PROS Team will confirm the size of the market by age segment and race/ethnicity for the study area. Detailed demographic analysis will be compared to potential recreational activities to estimate potential participation per national and local trends, as



documented in the Sports & Fitness Industry Association’s (SFIA) *Study of Sports, Fitness and Leisure Participation* market research data, as well as ESRI Local Market Potential. This will help to determine the size of the activity market by age segment and frequency rates that can be applied to the facility. These figures will serve as the basis for participation and revenue projections of the facilities.

Deliverables: A kick-off meeting and a data assessment of the market will be developed along with a report on the condition of the existing facilities will be provided. The PROS Team will prepare a market analysis report that summarizes the above referenced information: identify specific areas of deficiencies that currently exist within the public, non-profit, and the private sectors in the study area. The summary report will also identify specific areas of deficiency, duplication, and opportunities for collaboration and shared services.

Task 2 - Community and Stakeholder Public Input

The foundation of all projects should be built upon an inclusive input process. This project’s input process will be based on qualitative data gleaned from leadership and city stakeholder meetings. The PROS Team will work with the prime consultant to utilize contacts and relationships of the City of Edina to identify stakeholders and leaders to gather input in order to gain consensus on key development priorities and operational strategies and programs.

- A. **Stakeholder Interviews** - The PROS Team will support the prime consultant in conducting up to six (6) interviews or focus groups with key community stakeholders to evaluate the vision for the facility. The community values, strengths and challenges potentially facing the facility, trends, and existing level of services provided will also be evaluated during this time. These interviews and focus groups will identify vision, values, and key issues and provide insight into facility and program needs, usability issues, and opportunities. While PROS has a preference to attend and support the facilitation of these interviews under the direction of the prime consultant, PROS has the flexibility to focus their scope on providing review, critique, and comment on the written outcomes of these meetings.
- B. **Operational Interviews** - The PROS Team will conduct up to six (6) interviews or focus groups with city staff, key operational partners, user groups, educational groups, and other select individuals to evaluate the operational requirements of the proposed facility. The content of these meetings will relate directly to the unique needs that need to be considered for the facility to inform program delivery, operational standards, maintenance levels, staffing requirements, etc. The prime consultant has the option of attending the interviews and can provide review, critique, and comment on the written outcomes of these meetings.

Task 3 - Program Identification

- A. **Visioning and Core Program** - Utilizing the community and stakeholder input, demographic analysis, service provider analysis, and market definition, the PROS Team will support the prime consultant in identifying the recommended core programs for the facilities. This will include key activities and programs for participants, as well as the potential size of the core program and market positioning. Program identification could include: recreation, sports, therapy, enrichment, fitness and wellness, family activities, arts, education, aquatics, active adults, boomers, and seniors.





This information can be presented in a Visioning Session with key management and staff to finalize a recommended program plan from which the concept, spatial analysis, and operational and finance plan will be created. This core program will drive the components and design of the facilities including the sizes of each program space in the building to achieve maximum flexibility and revenue return as well as any other site evaluated.

Task 4 - Facility Building Program

The PROS Team will support the prime consultant by interpreting the findings of Tasks 1-3 into information that can be used by the prime consultant to develop a conceptual facility design and spatial relationship. This task is often performed in conjunction with Task 5. This collaborative planning process where program and space are jointly formulated can yield a representative model where the interrelationship of program and space and associated choices and consequences can be directly illustrated. PROS will provide ongoing review, comment, and critique of work products developed by the prime consultant during this Task to ensure a highly-coordinated and informed site assessment, space allocation plan, and conceptual building design illustration.

Task 5 - Operational Plan

- A. **Operational Plan** - The PROS Team will analyze management practices and limitations to understand the operational situation of the facilities, as well as long term maintenance needs. This analysis will provide support for a future organizational structure and staffing requirements, and strategies for operational efficiency, policy development, system and technology requirements, and marketing/communication capabilities. Also, operational standards will be established and costs for the facility based on full operations. This will include hours of operation, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. Where appropriate, personnel standards as dictated by all state and/or local codes and ordinances will also be determined based on the design and program of the facilities.
- B. **Financial Plan/Pro-Forma** - Based on the program, operations, and conceptual plan for the facilities, the PROS Team will develop a detailed financial plan illustrating pricing strategy for each of the programs and services. The detail financial plan would include a space utilization summary based on detailed line item projections and detailed participation by program area. Financial modeling will be completed in Microsoft Excel; a fully functional version of the electronic model will be provided to the City for future use as a budgeting and planning tool. The electronic financial model, fully linked and functional with the ability to project and model dynamic scenarios, will include:
 - Expenditure detail: Detailed staffing by space/program area; Contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/license/dues, advertising and promotion; Commodity costs for program area and general facility requirements; Contract instructor/officiating costs
 - Revenue and participation detail: General admission by month of year, by participant category and price point (youth, adult, weekday, weekend, etc.); Program/class participation by session/meetings, by participant category ; Rental by space/program area by price point

Pro Forma Revenues & Expenditures OLATHE RECREATION CENTER BASELINE: REVENUES AND EXPENDITURES						
Revenues	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$1,537,977.14	\$1,584,116.46	\$1,631,639.95	\$1,680,589.15	\$1,730,026.82	\$1,782,937.03
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building services/expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Building Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recreation Programs and fitness:	\$36,190.00	\$37,275.70	\$38,393.97	\$39,545.79	\$40,732.16	\$41,954.13
Fitness	\$614,942.00	\$633,390.26	\$652,391.97	\$671,963.73	\$692,122.64	\$712,886.32
Natorium	\$181,200.00	\$186,739.00	\$192,341.17	\$198,111.41	\$204,054.75	\$210,176.39
Gymnasium	\$40,180.00	\$41,385.40	\$42,626.96	\$43,905.77	\$45,222.94	\$46,579.43
Parties	\$37,500.00	\$38,625.00	\$39,783.75	\$40,977.26	\$42,206.58	\$43,472.78
Rentals	\$101,100.00	\$104,133.00	\$107,256.99	\$110,474.70	\$113,788.94	\$117,202.61
Child Care	\$22,200.00	\$22,899.60	\$23,639.29	\$24,419.67	\$25,241.36	\$26,105.00
Kitchen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vendortaria	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09	\$11,592.74
Total	\$2,381,509.14	\$2,468,954.42	\$2,558,723.08	\$2,650,884.74	\$2,748,511.28	\$2,852,876.83
Expenditures	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Passes	\$71,400.00	\$71,400.00	\$71,400.00	\$71,400.00	\$71,400.00	\$71,400.00
Administration	\$723,196.70	\$740,146.50	\$757,268.74	\$774,090.16	\$790,738.54	\$807,294.80
Building services/expense	\$130,410.00	\$131,921.40	\$133,487.11	\$135,109.11	\$136,789.46	\$138,530.31
Building Services	\$160,509.13	\$161,241.13	\$161,997.91	\$162,780.32	\$163,589.26	\$164,425.64
Recreation Programs and fitness:	\$91,113.00	\$92,225.56	\$93,352.42	\$94,504.33	\$95,681.11	\$96,882.72
Fitness	\$591,834.54	\$609,586.17	\$628,070.47	\$647,280.37	\$667,254.71	\$688,030.30
Natorium	\$464,082.54	\$468,865.04	\$473,828.42	\$478,979.59	\$484,325.75	\$489,874.36
Gymnasium	\$39,006.00	\$39,476.00	\$39,963.90	\$40,470.39	\$40,996.18	\$41,542.02
Parties	\$33,625.40	\$34,469.40	\$35,353.96	\$36,280.67	\$37,251.17	\$38,267.10
Rentals	\$25,785.00	\$26,335.00	\$26,905.50	\$27,497.28	\$28,111.13	\$28,747.90
Child Care	\$33,268.72	\$33,298.72	\$33,329.62	\$33,361.45	\$33,394.23	\$33,427.99
Kitchen	\$2,750.00	\$2,837.50	\$2,928.03	\$3,021.69	\$3,118.60	\$3,218.88
Vendortaria	\$5,100.00	\$5,078.00	\$5,061.42	\$5,051.04	\$5,051.04	\$5,048.00
Total	\$2,372,941.06	\$2,418,692.42	\$2,466,447.89	\$2,516,478.38	\$2,568,257.59	\$2,622,962.14
Total Cost Recovery	109%	110%	111%	112%	113%	114%





Pricing strategies would be based on a ten (10) step process which highlights the level of exclusivity received by the participant and the value of experience provided. The detailed financial plan will be included as a deliverable to provide management and staff the ability to affectively plan and budget for future years. In addition to the line item detail and summary schedules for revenues, expenditures, and debt service, this model will provide a five-year pro forma and cash flow for budgetary purposes.

Deliverables: The PROS Team will analyze management practices and limitations to understand the operational situation of the facilities, as well as long term maintenance needs. An operating pro-forma will be prepared that includes a detailed analysis of building and program expenses and specific revenue sources from citizens, businesses, user groups, or other interested groups. The detailed financial plan will include a space utilization summary based on detailed line item projections and detailed participation by program area. Financial modeling will be completed in Microsoft Excel (version 2007 or later); a fully functional version of the electronic model will be provided to the City for future use as a budgeting and planning tool.

Task 6 - Draft Report, Presentations and Final Report

Based on the analysis and findings, the PROS Team will support the prime consultant in the assembly of a report document that clearly and succinctly states the programmatic, physical, and operational elements required to achieve the outcome expectations.

- A. **Draft Report Production** - The *feasibility study* will establish a definitive direction for the City. The plan will be one that generates energy and advocacy while providing confidence in the business practices required for success. A draft plan will be developed and distributed to key management, City Advisory Commission, and staff.
- B. **Presentation of Findings and Recommendations** - The PROS Team will present the draft *Feasibility Study* findings and recommendations over a one (1) day period for comment and review. Presentations will be made to the City Council, Parks Board, and other advisory or steering committees.
- C. **Final Report Production** - Following consensus on the draft analysis and recommendations, the PROS Team will help prepare the final report documenting all findings, analysis and recommendations to support implementation.

Timeframe

PROS Consulting can complete the study in four (4) months. Detailed dates for meetings and milestones will be outlined during the kick-off meeting.

Fees

If PROS is selected as a subconsultant working under the direction of a prime consulting architecture firm, PROS fee would be \$27,500 including expenses for two trips.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: VII.C.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Ann Kattreh, Parks & Recreation Director

Item Activity:

Subject: Request for Purchase: Grandview Facility
Operational and Feasibility Study

Action

ACTION REQUESTED:

Approve consulting professional services agreements for the Grandview Facility Operational and Feasibility Study: HGA, Inc., Pros Consulting and Sutton + Associates.

INTRODUCTION:

Staff would like to partner with HGA, Pros Consulting and Sutton + Associations to complete a thorough and detailed operational and feasibility study for a potential community facility at Grandview. Request for Purchase and consulting proposals are attached.

ATTACHMENTS:

Request for Purchase - Grandview Facility Operational and Feasibility Study

Professional Services Agreement - HGA

Professional Services Agreement - Pros Consulting

Professional Services Agreement - Sutton + Associates

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



Date: Tuesday, November 17, 2015

To: Mayor and City Council

From: Ann Kattreh

Subject: Parks & Recreation Director
Grandview Facility Operational and Feasibility Study

The Recommended Bid is

Within Budget

Not Within Budget

Date Bid Opened or Quote Received:

Oct. 15, 2015 (HGA)

Oct. 18, 2015 (Pros Consulting)

Nov. 2, 2015 (Sutton + Associates)

Bid or Expiration Date:

NA

Amount of Quote or Bid:

HGA

\$52,100

Pros Consulting

\$27,500

Sutton + Associates

\$12,500

Recommended Quote or Bid:

HGA, Pros Consulting and Sutton + Associates

Information/Background:

In order to continue to further refine the concept of a "Community Facility" at Grandview, staff recommends completing a detailed operational and feasibility study. The preliminary work that has been completed needs further study, research and refinement before the Parks & Recreation Department staff and Park Board are able to make a recommendation to the City Council on facility and programmatic components of a Grandview community facility. Staff was directed to select a consulting team to assist with the facility operational feasibility study. Staff began to identify possible partners and funding sources for a thorough and detailed study and ultimately is recommending the following experts in the areas of planning, design and estimating; operational analysis and arts programming.

Planning, Design & Estimating

Hammel, Green and Abrahamson, Inc (HGA) came very highly recommended as a potential partner and Project Lead for the feasibility study. HGA recently completed feasibility studies for the cities of Minnetonka, Golden Valley, St. Louis Park, Eden Prairie and Bloomington for new community centers or community center additions/renovations. HGA has an impressive

resume of community center and performing and visual arts facilities including the Janet Wallace Fine Arts Center at Macalester College, Nelson Cultural Center at the American Swedish Institute, Saint Paul Academy, College of Saint Benedict, and Longwood University, to name a few. The scope of HGA's work will include four phases: Visioning and Programming; Site Analysis and Conceptual Design; Cost Estimating; and Final Report. HGA has a staff of 40 and specializes in the evaluation, planning and design of community, recreation and cultural facilities.

Feasibility, Operational Analysis & Pro Forma

Pros Consulting was selected to complete the operational analysis of the feasibility study, including a business plan. The Park Board and Parks & Recreation Department staff recently worked with Pros on the Park, Recreation and Trails Strategic Plan. Pros Consulting scope of work contains six stages: Data Collection and Market Analysis; Community and Stakeholder Public Input; Program Identification; Facility Building Program; Operational Plan; Draft Report, Presentation and Final Report. The Operational Plan will include revenue and expense details, financial modeling and pro formas. Pros will work with HGA and an Edina task force to study programmatic needs and interests and determine the operational feasibility of each programmatic component.

Arts Analysis

Sutton + Associates were selected to complete the arts analysis portion of the study. Sutton + Associates have been involved with the Edina Art Center since 2012 when they completed an analysis of the operations of the current Art Center. The Sutton + Associates scope includes: Market and Comparative Analysis; Programming Plan; Operational Plan; and Recommendations. The data provided by Sutton + Associates will be included in the overall feasibility study and business plan completed by Pros Consulting. Sutton will study the Twin Cities arts market, in addition to the Edina market to determine which arts components are needed and desired in Edina and which will be supported and successful components at Grandview.

Staff believes that the team of HGA, Pros and Sutton + Associates provides an exceptional compliment to the Edina team of city staff, Park Board, Arts & Culture Commission, School District staff and Edina resident resources. Val Burke, Director of Community Education for Edina Public Schools has generously offered her time and expertise to assist with the study. Edina Parks & Recreation and Community Education staff believe that significant consideration and study should go into how Parks & Recreation and Community Education can best partner on programming, facilities and staffing initiatives at a new Grandview community facility and in general. The challenge of this study will be to recommend a multi-generational community facility that meets the current and future needs of all Edina

residents, adds significant community value, combines resources, and replaces aging and dated facilities and/or programs.

Operational and Feasibility Study Project Costs:

HGA	\$52,100
Pros Consulting	\$27,500
Sutton + Associates	<u>\$12,500</u>
Total	\$92,100

Funding Sources

\$82,100 of this project will be funded by the Parks & Recreation Department budget with funding from 2015 and 2016. \$10,000 will be funded by the 2016 Art Center budget.

At the completion of this analysis, staff will be confident in recommending a proposal to the Park Board and City Council and will provide a detailed programmatic recommendation with corresponding facility components and also pro formas to support the proposal. HGA will also provide an exterior and interior image of the final product, including cost estimates for construction.

If approved, the study will start at the beginning of December and will take four months to complete. The City Council has requested the next Grandview facility update to take place by May 2016.

City Attorney Roger Knutson prepared Professional Services Agreements.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2015, by and between the CITY OF EDINA, a Minnesota municipal corporation ("City") and HAMMEL, GREEN AND ABRAHAMSON, INC., a Minnesota business corporation ("Consultant").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Consultant to prepare a Grandview Site Feasibility Study.

2. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement.
- B. Proposal Prepared for Edina Parks and Recreation Department Grandview Site Feasibility Study.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

3. COMPENSATION. The City shall pay the Consultant and the Consultant shall accept as payment \$52,100.00 inclusive of reimbursables, taxes and all other charges (the "fee"). This fee shall not be adjusted if the estimated hour to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. The City shall make payments on the basis of work performed upon receipt of an invoice from the Consultant.

4. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner.

5. CHANGE ORDERS. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. STANDARD OF CARE. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by

a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

8. INDEMNIFICATION. 8. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided by Consultant herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising from the performance of Consultant hereunder.

9. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Professional Liability	\$1,000,000 each claim

The City shall be named as an additional insured on the general liability policy. Before commencing work the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

10. INDEPENDENT CONTRACTOR. The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

12. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County

13. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

14. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

15. PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contract requires, or the Consultant desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Consultant shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

16. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

17. 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.

18. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

19. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall pay the Consultant for completed work.

Dated: _____, 2015

CITY OF EDINA

BY: _____
James Hovland, Mayor

BY: _____
Scott Neal, City Manager

Dated: _____, 2015

**HAMMEL GREEN AND
ABRAHAMSON, INC.**

BY: _____
Its _____

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **PROS CONSULTING, INC. CORPORATION**, a Minnesota business corporation ("Consultant").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Consultant to prepare a Grandview Community Center Feasibility Study and Business Plan.

2. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement.
- B. Revised Proposal: Grandview Community Center Feasibility Study and Business Plan, October 19, 2015.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

3. COMPENSATION. The City shall pay the Consultant and the Consultant shall accept as payment \$27,500.00 inclusive of reimbursables, taxes and all other charges (the "fee"). This fee shall not be adjusted if the estimated hour to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. The City shall make payments on the basis of work performed upon receipt of an invoice from the Consultant.

4. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner.

5. CHANGE ORDERS. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. STANDARD OF CARE. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by

a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

8. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided by Consultant herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising from the performance of Consultant hereunder.

9. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Professional Liability	\$1,000,000 each claim

The City shall be named as an additional insured on the general liability policy. Before commencing work the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

10. INDEPENDENT CONTRACTOR. The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

12. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County

13. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

14. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

15. PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contract requires, or the Consultant desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Consultant shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

16. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

17. 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.

18. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

19. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall pay the Consultant for completed work.

Dated: _____, 2015.

CITY OF EDINA

BY: _____
James Hovland, Mayor

BY: _____
Scott Neal, City Manager

Dated: _____, 2015

**PROS CONSULTING, INC.
CORPORATION**

BY: _____
Its _____

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and **SUTTON & ASSOCIATES, INC.**, a Minnesota business corporation ("Consultant").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Consultant to prepare a comprehensive analysis for a potential community arts & recreation center at the Grandview site in Edina.

2. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement.
- B. Analysis & Recommendations for Edina Community Arts & Recreation Center, proposed scope of services, 11/1/2015.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

3. COMPENSATION. The City shall pay the Consultant and the Consultant shall accept as payment \$12,500.00 inclusive of reimbursables, taxes and all other charges (the "fee"). This fee shall not be adjusted if the estimated hour to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. The City shall make payments on the basis of work performed upon receipt of an invoice from the Consultant.

4. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner.

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6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

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a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

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9. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

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19. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall pay the Consultant for completed work.

Dated: _____, 2015.

CITY OF EDINA

BY: _____
James Hovland, Mayor

BY: _____
Scott Neal, City Manager

Dated: _____, 2015

SUTTON & ASSOCIATES, INC.

BY: _____
Its _____



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: VII.D.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Cary Teague, Community Development Director

Item Activity:

Subject: Resolution No. 2015-116: Final Plat & Tree
Preservation Easement 6209 Crest Lane for
Ridge Creek Homes

Action

ACTION REQUESTED:

Adopt Resolution No. 2015-116.

INTRODUCTION:

On October 6th, the City Council approved the Preliminary Plat. The Final Plat is the same as the approved Preliminary Plat. The applicant has met the conditions of approval of the Preliminary Plat including submittal of a grading and drainage plan that has been approved by engineering, and drafted a tree preservation easement protecting mature trees along the south lot lines.

The applicant worked with staff to create the tree preservation easement. Staff, including the city forester, met with the applicant on the site to determine which trees should be preserved. The result is Exhibit B, in the attached resolution, which shows the trees to be protected within the easement.

The city attorney has reviewed and approved the easement.

The attached resolution would approve both the final plat and the tree preservation easement.

ATTACHMENTS:

City engineer review memo

Tree Preservation Easement

Resolution No. 2015-116

Preliminary Plat

Grading & Drainage Plan



DATE: November 6, 2015
TO: Cary Teague – Community Development Director
CC: Chad Millner PE – City Engineer
FROM: Ross Bintner PE – Environmental Engineer
RE: **6029 Crest Lane – Development Review**

The Engineering Department has reviewed the subject development for street and utility connections, grading, storm water, erosion and sediment control.

General Comments

1. Provide copies of private maintenance and inspection agreement at time of building permit to ensure the continued function of any stormwater retention systems constructed onsite.

Survey/ Plat

2. No Comment

Traffic and Street

3. Application proposes relocation or modification of curb cut, Follow standards in curb cut permit application: http://edinamn.gov/edinfiles/files/City_Offices/Public_Works/CurbCutApplication.pdf

Sanitary and Water Utilities

4. A full width (curb to curb / saw-cut to saw-cut) repair of Crest Lane will be required when installing the new sanitary sewer and water service connections.
5. SAC and WAC fees will need to be paid prior to building permits being issued.

Storm Water Utility

6. Revised proposal with two front yard filtration basis has meet the following standards to ensure no increase in downstream flood risk:
 - a. Limit flow to NMC_90 to the maximum extent possible.
 - b. No increase in peak rate or volume to neighboring private properties for the 100-year Atlas 14 design storm.

Grading, Erosion and Sediment Control

7. No Comment

Other Agency Coordination

8. A Nine Mile Creek Watershed permit may be required, along with other agency permits such as MNDH, MPCA, MCES, and a grading permit from the City of Edina Building Department.

ENGINEERING DEPARTMENT

7450 Metro Boulevard • Edina, Minnesota 55439
www.EdinaMN.gov • 952-826-0371 • Fax 952-826-0392

TREE PRESERVATION EASEMENT

THIS INSTRUMENT, is made _____, 2015, by and between the **CITY OF EDINA**, a Minnesota municipal corporation (“Grantee”) and **AKARE Companies, LLC**, a Limited Liability Company (“Grantor”)

- A. Grantor is the owner of certain real property located in the City of Edina, County of Hennepin, State of Minnesota, legally described as Lots 1 and 2 Block 1 Eldridge 8th Addition (the “Property”).
- B. On _____, Grantee granted Grantor's application for subdivision of the Property.
- C. As a condition of approval of the subdivision, Grantee required Grantor to grant a tree preservation easement (“Easement”) for the protection of specific trees over a portion of the Property, legally described as Lots 1 and 2 Block 1 Eldridge 8th Addition (the “Easement Property”) and depicted on attached Exhibit A.

NOW THEREFORE, in consideration of the City's approval and in satisfaction of the condition imposed, Grantor hereby grants and conveys unto the Grantee a tree preservation easement over, under and across the Property for the protection of specific trees. The terms of this Easement are as follows:

- 1. Except as permitted by this Agreement, no action of any kind may be undertaken to harm the specific trees listed in Exhibit B as of this date. The following activities are prohibited within the Easement Property identified:
 - a. Cutting or removing the trees specified in Exhibit B without a special permit granted by the City of Edina. If one of the specified trees needs to be removed for some reason, new trees having a cumulative total of 15” in diameter or greater must be planted to replace it (species approved by the city).
 - b. Activity detrimental to the preservation of the specified trees.
- 2. All types of building structures and activities are allowed in the easement area so long as they don't impact the identified trees to be preserved.
- 3. Grantor hereby grants to the Grantee the affirmative right, but not the obligation to enter upon the Easement Property for the purposes of inspection and enforcement of this Tree

Preservation Easement and to take whatever actions are necessary to restore the Easement Property to its agreed upon nature. Grantee may assess the reasonable costs of this restoration against the Property, and Grantor waives all rights to contest those costs. Further Grantee may enforce the terms of this Easement by any proceeding in law or in equity to restrain violation, to compel compliance, or to recover damages, including attorneys' fees and costs of the enforcement actions. Grantor is not liable for the actions of any third party, other than its employees, agents or contractors, which may violate the terms of this Easement, unless Grantor, its employees, agents or contractors had actual knowledge of the violation and failed to take reasonable action to stop the violation.

4. Failure to enforce any provision of this Tree Preservation Easement upon a violation of it cannot be deemed a waiver of the right to do so as to that or any subsequent violation.
5. Invalidation of any of the terms of this Tree Preservation Easement will in no way affect any of the other terms, which will remain in full force and effect.
6. This Tree Preservation Easement does not convey a right to the public to use the Easement Property nor does it convey any right of possession in the Easement Property to the public or the Grantee. Access by the Grantee to the Easement Property is limited to access necessary for purposes of inspection and enforcement as specified in paragraph 2 above. Grantee is not entitled to share in any award or other compensation given in connection with a condemnation or negotiated acquisition of all or any part of the Easement Property by any authority having the power of eminent domain. Grantee hereby waives any right it may have to such an award or compensation.
7. This Tree Preservation Easement runs with the Easement Property and is binding on the Grantor, its successors and assigns, and inures to the benefit of the Grantee, its successors and assigns.
8. This Tree Preservation Easement may be amended or released in whole or in part by an instrument signed by the Grantee and Grantor or its respective successors and assigns in interest.
9. The above named Grantor, for itself, its successors and assigns does covenant with the Grantee, its successors and assigns, that it is well seized in fee title of the above described Easement Property; that it has the sole right to grant and convey the Tree Preservation Easement to the Grantee; that there are no unrecorded interests in the Easement Property; and that it indemnifies and holds the Grantee harmless for any breach of the foregoing covenants.
10. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Property. Grantor shall hold harmless, indemnify and defend the Grantee its officers, employees, and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) the result of a violation or alleged violation of any State environmental statute or regulation; (2) injury to or the

death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or incurring on or about the premises, regardless of costs, unless due solely to the gross negligence of any of the Grantee, its officers, employees or agents; and (3) existence and administration of this Tree Preservation Easement.

IN WITNESS WHEREOF, Grantor(s) (has/have) executed this instrument on the date first written above.

GRANTOR:

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ the _____ of _____, a Minnesota _____, (“Grantor”), on its behalf.

Notary Public

**GRANTEE:
CITY OF EDINA**

By: _____
James B. Hovland, Mayor

(SEAL)

By: _____
Scott Neal, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by James B. Hovland and Scott Neal, respectively the Mayor and City Manager of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

INSTRUMENT WAS DRAFTED BY:

EXHIBIT "A"

Legal Description of Property:

EXHIBIT "B"

Description and Location of the Protected Trees:

LOT #	Species	DBH	Condition	Notes
1	Spruce	20'		
1	Locust	18"		
1	Locust	18"		
1	Locust	15"		
1	Locust	15"		
1	Maple	24"		
1	Oak	15"		
2	Cherry	10"		
2	Oak	30"		
2	Oak	24'X2		
2	Hackberry	14"		
2	Hackberry	10"		
2	Oak	12"		
2	Oak	16"		
2	Maple	14"		
2	Birch	10"		
2	Walnut	8"		

**MORTGAGE HOLDER CONSENT
TO TREE PRESERVATION EASEMENT**

The undersigned Mortgagee of the real estate described in the attached instrument pursuant to the Mortgage recorded as Document No. _____ in the office of the _____ of Hennepin County, hereby joins in and consents to all of the terms and provisions contained in the attached Tree Preservation Easement. The undersigned Mortgagee further agrees that its interest in the property covered by the Mortgage is subject to this Tree Preservation Easement and to all of the terms and provisions contained in it and agrees that if the Mortgagee forecloses its mortgage(s) on the property, or takes a deed in lieu of foreclosure, the Mortgagee will take title subject to the Tree Preservation Easement.

Dated this _____ day of _____, 2013.

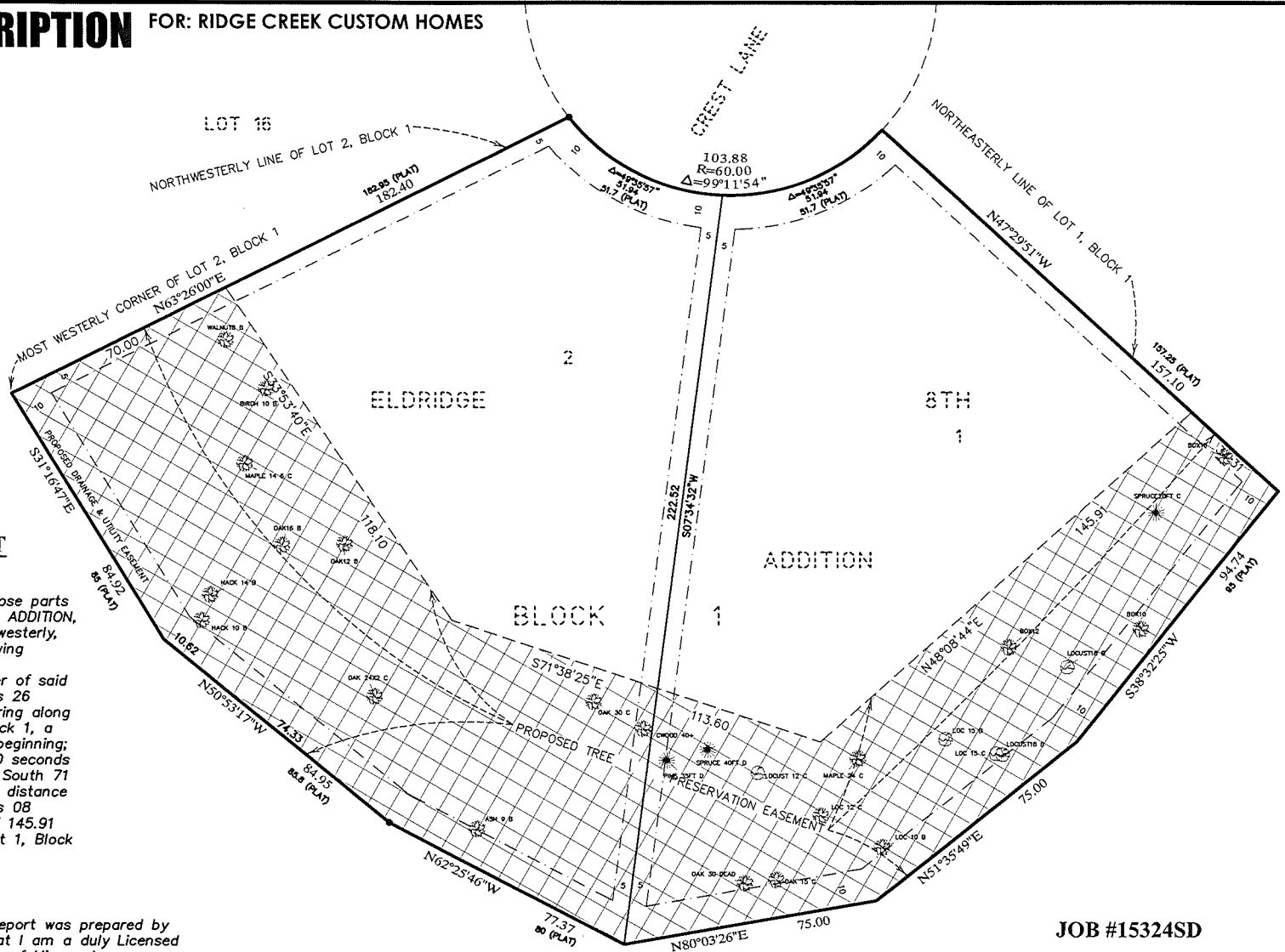
By:: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, the _____ of _____, a Minnesota _____, on its behalf.

Notary Public

SKETCH AND DESCRIPTION FOR: RIDGE CREEK CUSTOM HOMES



PROPOSED EASEMENT DESCRIPTION

An easement over, under and across those parts of Lots 1 and 2, Block 1, ELDRIDGE 8TH ADDITION, Hennepin County, Minnesota, lying southwesterly, southerly and southeasterly of the following described line:

Commencing at the most westerly corner of said Lot 2, Block 1, thence North 63 degrees 26 minutes 00 seconds East, assumed bearing along the northwesterly line of said Lot 2, Block 1, a distance of 70.00 feet to the point of beginning; thence South 33 degrees 53 minutes 40 seconds East, a distance of 118.10 feet; thence South 71 degrees 38 minutes 25 seconds East, a distance of 113.60 feet; thence North 48 degrees 08 minutes 44 seconds East, a distance of 145.91 feet to the northeasterly line of said Lot 1, Block 1 and said line there terminating.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Joshua P. Schneider

JOSHUA P. SCHNEIDER

Date: 11-5-15 Reg. No. 44655

JOB #15324SD

ACRE LAND SURVEYING
 Serving Twin Cities Metro area and beyond
 763-238-6278 js.acrelandsurvey@gmail.com

**RESOLUTION NO. 2015-116
APPROVING A FINAL PLAT AND TREE PRESERVATION EASEMENT
AT 6209 CREST LANE**

BE IT RESOLVED by the City Council of the City of Edina, Minnesota, as follows:

Section 1. BACKGROUND.

- 1.01 Ridge Creek Custom Homes, on behalf of Sharon and Lee Harrison is proposing to subdivide the property at 6209 Crest Lane into two lots.
- 1.02 The existing home would be removed.
- 1.03 Within this neighborhood, the median lot area is 22,278 square feet, median lot depth is 176 feet, and the median lot width is 126 feet.
- 1.04 The following described tract of land is requested to be divided:

Lots 14 and 15, Block 3 Valley View Heights, Hennepin County, Minnesota.
- 1.05 The owner of the described land desires to subdivide said tract in to the following described new and separate parcels (herein called "parcels") described as follows:

Lots 1 and 2, Block 1, Eldridge 8th Addition.
- 1.06 To accommodate the request the following Variances were granted:
 1. Lot width variances from 126 feet to 108 feet for each lot.
- 1.07 On September 9, 2015, the Planning Commission motion to approve the subdivision and variances failed. Vote: 4 Ayes and 4 Nays.
- 1.08 On October 6, 2015, the City Council held a public hearing on the proposed subdivision. The City Council approved the Preliminary Plat and Variances on a Vote of 3-2.

Section 2. FINDINGS

2.01 Approval is based on the following findings:

1. The proposed Final Plat is the same as the approved Preliminary Plat.
2. The applicant worked with staff to create a tree preservation easement to protect the trees along the south lot lines as directed by City Council. Staff, including the city forester, met with the applicant on the site to determine which trees should be preserved. The result is Exhibit B which shows the trees to be protected within the easement.
3. The applicant submitted a grading and drainage plan that has been reviewed and approved by the engineering department.

Section 3. APPROVAL

NOW THEREFORE, it is hereby resolved by the City Council of the City of Edina, approves the Final Plat and the Tree Preservation easement at 6209 Crest Lane.

Approval is subject to the following Conditions:

1. Compliance with the conditions required by the engineering memo dated September 2, 2015.
2. Prior to issuance of a building permit, the following items must be submitted:
 - a. Submit evidence of Nine Mile Creek Watershed District approval. The City may require revisions to the preliminary plat to meet the district's requirements.
 - b. A curb-cut permit must be obtained from the Edina engineering department.
 - c. A grading plan subject to review and approval of the city engineer.
 - d. A construction management plan will be required for the construction of the new homes.
 - e. Utility hook-ups are subject to review of the city engineer.
3. Staff files the tree preservation easement protecting the mature trees along the south side of both lots.
4. The first floor elevations of each of the two new homes shall not exceed the first floor elevation of the existing home.

Adopted this 17th day of November, 2015.

ATTEST: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of November 17, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this ____ day of _____, 2015.

City Clerk

PRELIMINARY PLAT

~for~ Ridge Creek Custom Homes

ELDRIDGE 8TH ADDITION

Owner : Ridge Creek Custom Homes

PROPERTY ADDRESS: 6029 CREST LANE, EDINA, MN

AREA

TOTAL LOT AREA= 56,224± S.F. OR 1.29 AC.
 TOTAL NUMBER OF LOTS: 2
 LOT 1= 27,071± S.F. OR 0.62 AC.
 LOT 2= 29,153± S.F. OR 0.67AC.

LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- ⊙ DENOTES SANITARY SEWER MANHOLE
- ⊗ DENOTES GATE VALVE
- ⊕ DENOTES FIRE HYDRANT

BENCHMARK

Top Nut Hydrant= 932.64 (City Datum, assumed to be NGVD 1929)
 Shown on Survey

LEGAL DESCRIPTION

(Per Owners and Encumbrances Report #071554885)
 Lots 14 & Lot 15, Block 3, VALLEY VIEW HEIGHTS, Hennepin County, Minnesota.
 Torrens Certificate No. 1367601

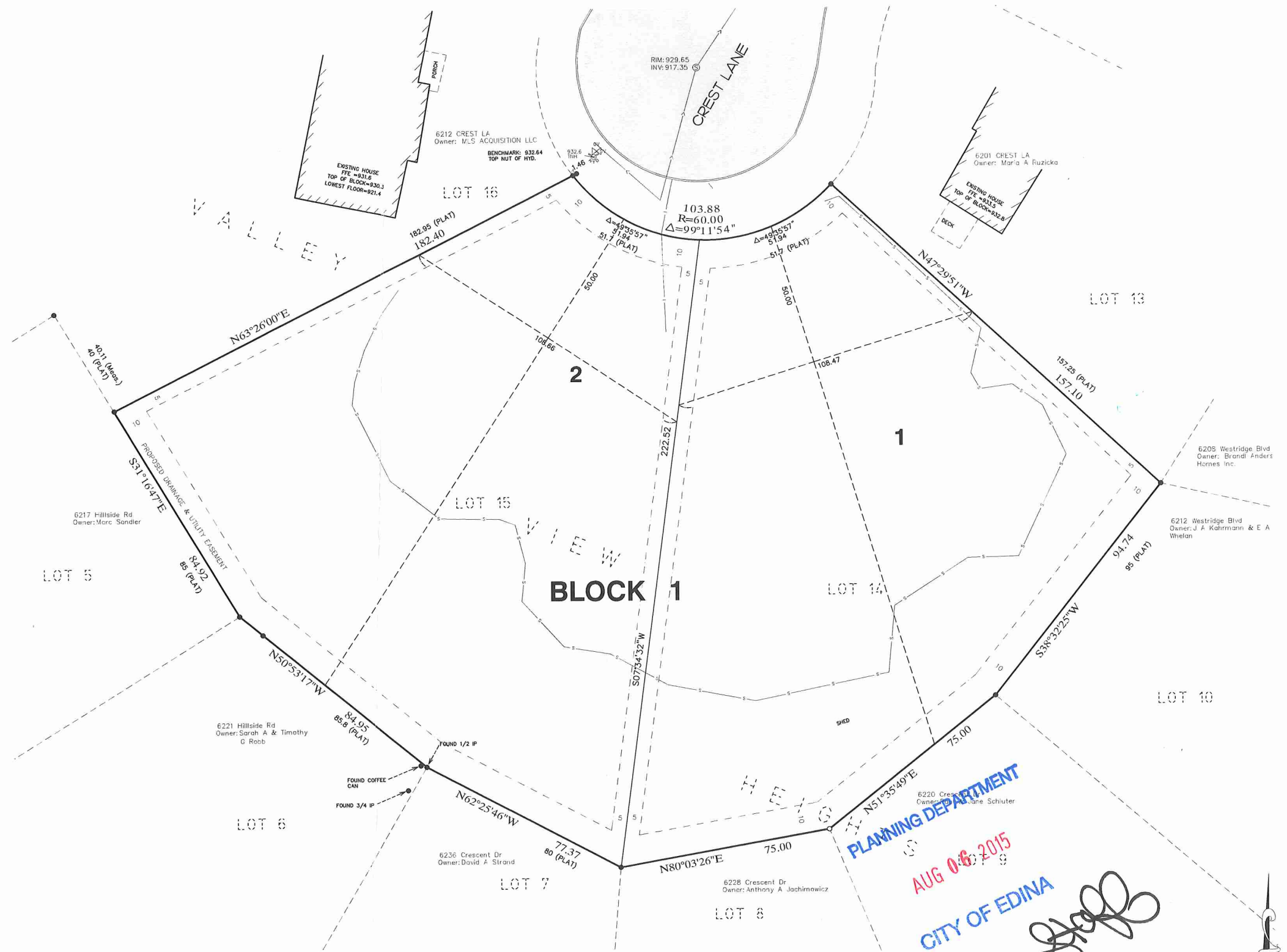
ZONING & SETBACK INFORMATION

- Existing PROPERTY ZONED R-1
- Proposed Zoning R-1
- SETBACKS BUILDING
- FRONT = Average of Existing Homes Through Cul De Sac (35.8±)
- Side = VARIES WITH BLDG HEIGHT (5ft Minimum)
- Rear Yard= 25'

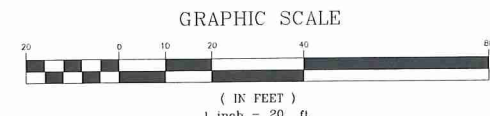
Building Coverage No More than 25 percent

NOTES

- Bearing's shown are on assumed datum.
- Field survey conducted on July 15, 2015
- Curb shots taken at top and back of curb.



PLANNING DEPARTMENT
 AUG 06 2015
 CITY OF EDINA



NORTH

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Joshua P. Schneider
 JOSHUA P. SCHNEIDER Date: 7-23-15 Reg. No. 44655

JOB #15324

SEDIMENT AND EROSION CONTROL NOTES

CONSTRUCTION SEQUENCING

- 1. INSTALLATION OF SILT FENCE OR BIO-ROLL AROUND SITE
2. DEMOLITION OF EXISTING STRUCTURES IF ANY.
3. CLEAR AND GRUB.
4. CONSTRUCT NEW STRUCTURE
5. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOIL/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

EROSION PREVENTION

THE CONTRACTOR IS RESPONSIBLE FOR PLANING FOR AND IMPLEMENTING APPROPRIATE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION.

ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN 20 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER. STABILIZATION OF THE LAST 20 LINEAL FEET MUST BE COMPLETED WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER.

STABILIZATION OF THE REMAINING PORTIONS OF ANY TEMPORARY OR PERMANENT DITCHES OR SWALES MUST BE COMPLETE WITHIN 14 DAYS AFTER CONNECTING TO A SURFACE WATER AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED.

TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM (WITH PROPERLY DESIGNED ROCK DITCH CHECKS, BIO ROLLS, SILT DIKES ETC.) DO NOT NEED TO BE STABILIZED. THESE AREAS MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM.

PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

SEDIMENT CONTROL

SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.

SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.

ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPs DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED.

TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.

VEHICLE TRACKING OF SEDIMENT FROM THE CONSTRUCTION SITE MUST BE MINIMIZED BY A ROCK CONSTRUCTION ENTRANCE. STREET SWEEPING MUST BE USED IF THE ROCK ENTRANCE IS NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET.

TEMPORARY DE-WATERING - DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) RELATED TO THE CONSTRUCTION ACTIVITY THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE WATER MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE WHENEVER POSSIBLE. IF THE WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER, DOWNSTREAM LANDOWNERS OR WETLANDS. THE CONTRACTOR MUST ENSURE THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEATHING OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES. ADEQUATE SEDIMENTATION CONTROL MEASURES ARE REQUIRED FOR DISCHARGE WATER THAT CONTAINS SUSPENDED SOLIDS.

FILTER BACKWASH WATERS MUST BE HAULED AWAY FOR DISPOSAL, RETURNED TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION. DISCHARGE OF THE BACKWASH WATER TO SANITARY SEWER IS ALLOWED WITH PERMISSION OF THE SANITARY SEWER AUTHORITY

SOIL COMPACTION PRECAUTIONS

THE PERMITEE MUST MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL. MINIMIZING SOIL COMPACTION IS NOT REQUIRED WHERE THE FUNCTION OF THE SPECIFIC AREA OF THE SITE DICTATES THAT IT BE COMPACTED. METHODS FOR MINIMIZING COMPACTION INCLUDE THE USE OF TRACKED EQUIPMENT, AND STAYING OFF OF AREAS TO BE LEFT UN-COMPACTED. METHODS TO PRESERVE TOPSOIL INCLUDE STRIPPING AND STOCKPILING TOPSOIL PRIOR TO GRADING OR EXCAVATION OPERATIONS.

INSPECTIONS AND MAINTENANCE

THE CONTRACTOR IS RESPONSIBLE AT ALL TIMES FOR THE MAINTENANCE AND PROPER OPERATION OF EROSION AND SEDIMENT CONTROL FACILITIES. THE CONTRACTOR SHALL AT A MINIMUM, INSPECT, MAINTAIN AND REPAIR ALL DISTURBED SURFACES AND ALL EROSION AND SEDIMENT CONTROL FACILITIES AND SOIL STABILIZATION MEASURES.

BASED ON INSPECTION RESULTS THE CONTRACTOR MAY AND SHALL MODIFY THE EROSION AND SEDIMENT CONTROL PLAN IN ORDER TO PREVENT POLLUTANTS FROM LEAVING THE SITE VIA STORM WATER RUNOFF.

POLLUTION PREVENTION

CONCRETE WASHOUT - SHALL OCCUR OFF-SITE

HAZARDOUS WASTE STORAGE AND HANDLING - OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

STORMWATER

FINAL GRADING OF THE LOT SHALL PROMOTE SHEET DRAINING AND AVOID CONCENTRATION OF STORM WATER FLOWS.

FINAL GRADING SHALL MAINTAIN THE EXISTING STORM WATER DRAINAGE PATTERNS TO THE EXTENT POSSIBLE AND PRACTICAL AS TO NOT CAUSE ANY DAMAGE TO ADJACENT PROPERTIES.

STORMWATER, SEDIMENT & EROSION CONTROL CONTACT:

ROB ELDRIDGE
RIDGE CREEK CUSTOM HOMES
PHONE: 612-462-6714

NOTES:

SEE SURVEY, BY ACRE LAND SURVEYING, DATED X/XX/XX FOR PROPOSED HOME ELEVATIONS & GRADES

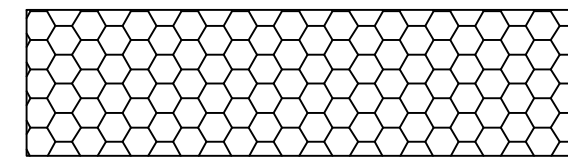
EXISTING DRAINAGE PATTERNS DRAINING OFF SITE SHALL NOT BE ALTERED.

PROPOSED IMPERVIOUS AREA IS MORE THAN EXISTING. THE PROPOSED FILTRATION BASINS ARE DESIGNED TO CONTROL RUNOFF RATES FOR THE 100-YR ATLAS 14 7.5" STORM EVENT TO AT OR BELOW EXISTING CONDITIONS.

ROOF DRAINAGE SHALL BE DIRECTED PER THE STORM WATER REPORT. NO ADDITIONAL IMPERVIOUS OR ALTERATIONS OF DRAINAGE PATTERS SHALL BE ALLOWED WITHOUT A REVISION OF THIS PLAN AND APPROVAL BY THE CITY.

SEE STORM WATER REPORT PREPARED BY CIVIL SITE GROUP DATED 11/4/15

IMPERVIOUS CALCULATIONS:
EXISTING IMPERVIOUS SURFACE = 4382 SF
PROPOSED IMPERVIOUS SURFACE = 7,800 SF



STABILIZED CONSTRUCTION ENTRANCE

DENOTES DIRECTION OF DRAINAGE

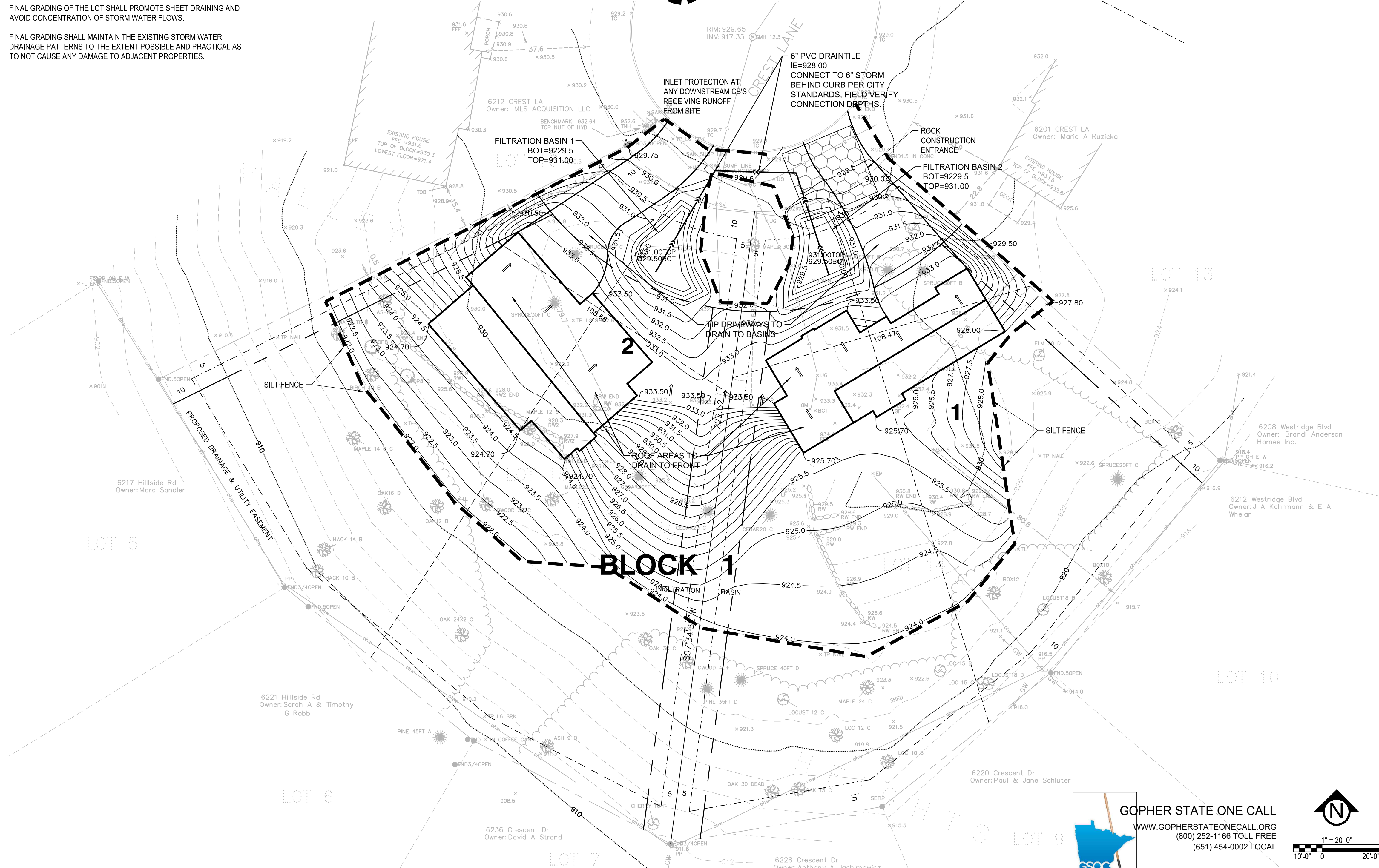
DENOTES EXISTING ELEVATION.

DENOTES EXISTING FENCE

DENOTES SILT FENCE

DENOTES INLET PROTECTION DEVICE

DENOTES TREE PROTECTION DEVICE



ELDRIDGE 8TH ADDITION

6209 CREST LANE, EDINA, MN
RIDGE CREEK CUSTOM HOMES
7777 WASHINGTON AVE S. MINNEAPOLIS, MN 55439

PROJECT

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Matthew R. Pavak
DATE 11/4/15 LICENSE NO. 44263

Table with 2 columns: DATE, DESCRIPTION. Rows for 8/4/15 CITY SUBMITTAL and 11/4/15 CITY RESUBMITTAL.

Table with 2 columns: DATE, DESCRIPTION. Rows for 8/4/15 CITY SUBMITTAL and 11/4/15 CITY RESUBMITTAL.

REVISION SUMMARY

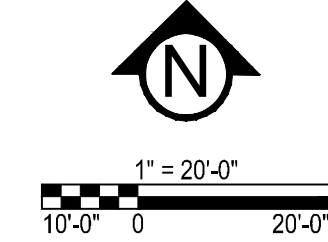
Table with 2 columns: DATE, DESCRIPTION.

STORMWATER MANAGEMENT AND EROSION CONTROL PLAN

C 1.0



GOPHER STATE ONE CALL
WWW.GOPHERSTATEONECALL.ORG
(800) 252-1166 TOLL FREE
(651) 454-0002 LOCAL



ELDRIDGE 8TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That A.K.A.R.E Companies, LLC, a Minnesota limited liability company, fee owner of the following described property, situated in the County of Hennepin, State of Minnesota, to-wit:

Lots 14 and 15, Block 3, VALLEY VIEW HEIGHTS, Hennepin County, Minnesota.
Tarranta Certificate No. 1367601

Has caused the same to be surveyed and platted as ELDRIDGE 8TH ADDITION and does hereby dedicate to the public use forever the drainage and utility easements as shown on this plat.

In witness whereof said A.K.A.R.E Companies, a Minnesota limited liability company, has caused these presents to be signed by its property officer this _____ day of _____, 20____

A.K.A.R.E. COMPANIES, LLC:

Robert N. Eldridge, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Robert N. Eldridge, as Chief Manager of A.K.A.R.E. Companies, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota
My Commission expires _____

I, Joshua P. Schneider do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statute, Section 505.01, Subd. 5, or of the dots of this certificate are shown and labeled on this plat, and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Joshua P. Schneider, Licensed Land Surveyor
Minnesota License Number 44655

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Joshua P. Schneider.

Notary Public, _____ County, Minnesota
My Commission expires _____

CITY COUNCIL, City of Edina, Minnesota

This plat of ELDRIDGE 8TH ADDITION was approved and accepted by the City Council of the City of Edina, Minnesota at a regular meeting thereof held this _____ day of _____, 20____ if applicable, the written comments and recommendations of the Commissioners of Transportation and the County Highway Engineer have been received by the City at the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section, 505.03, Subd. 2.

City Council, City of Edina, Minnesota

By _____ Mayor By _____ Manager

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for the land described on this plat, dated this _____ day of _____, 20____.

Merk V. Chapin, County Auditor By _____ Deputy

SURVEY DIVISION, Hennepin County, Minnesota

Pursuant to MN. STAT. Sec. 383B.563 (196B), this plat has been approved this _____ day of _____, 20____.

_____ County Surveyor By _____

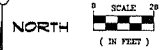
REGISTRAR OF TITLES, Hennepin County, Minnesota

I hereby certify that the within plot of ELDRIDGE 8TH ADDITION was filed in this office this _____ day of _____, 20____ at _____ o'clock _____ M.

Martin McCormick, Registrar of Titles By _____ Deputy

The northeast line of Lot 14, "VALLEY VIEW HEIGHTS" is assumed to have a bearing of North 47 degrees 29 minutes 51 seconds West.

R.T. DOC. NO.

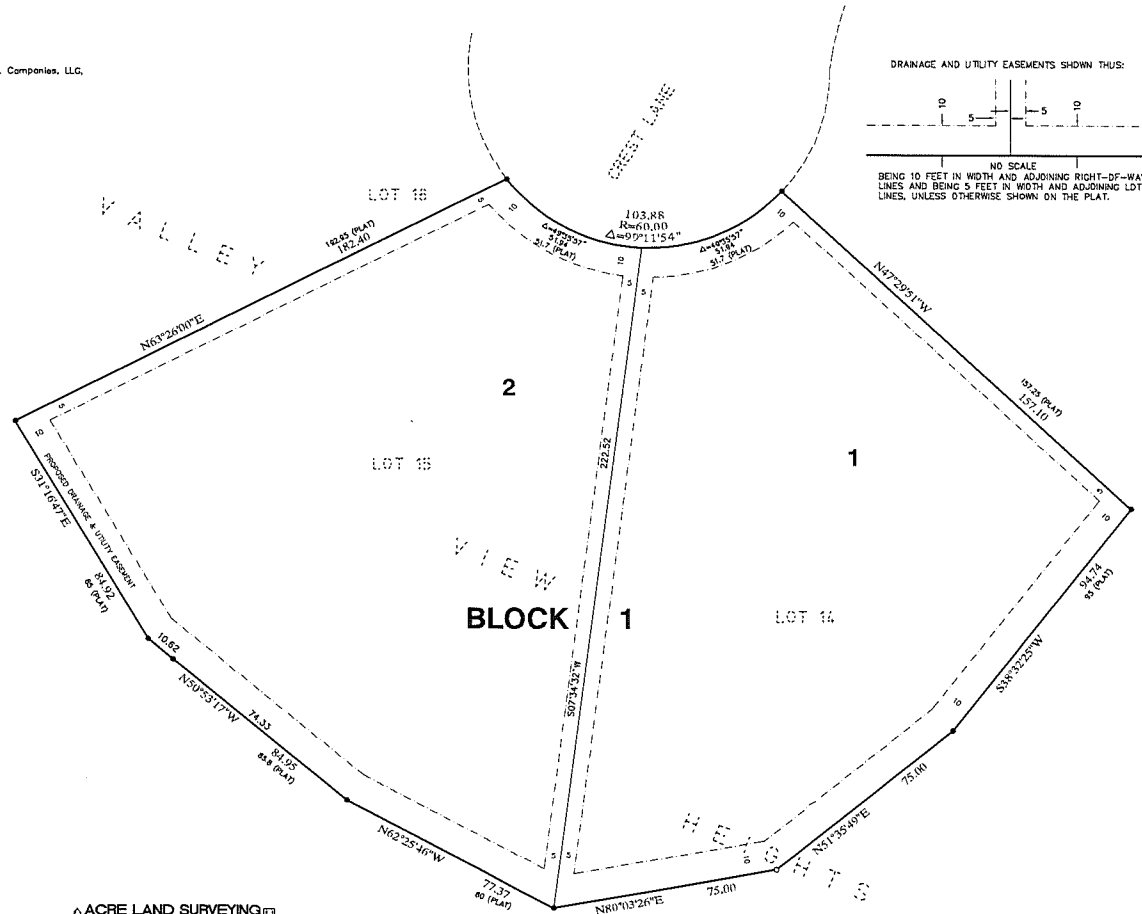


- Denotes monument found 1/2 inch iron pipe, unless otherwise shown.
- Denotes 1/2 inch by 14 inch iron monument set and marked by L.S. No. 44655.

DRAINAGE AND UTILITY EASEMENTS SHOWN THUS:



NO SCALE
BEING 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES AND BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.





CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: VII.E.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Debra A. Mangen, City Clerk

Item Activity:

Subject: Resolution No. 2015-115: Accepting Various
Grants & Donations

Action

ACTION REQUESTED:

Adopt resolution

INTRODUCTION:

In order to comply with State Statutes, all donations to the City must be adopted by a resolution approved by four favorable votes of the Council accepting the donation. I have prepared the attached resolution detailing the various donors, their gifts and the departments receiving donations for your consideration.

ATTACHMENTS:

Resolution No. 2015-115

**RESOLUTION NO. 2015-115
ACCEPTING DONATIONS ON
BEHALF OF THE CITY OF EDINA**

WHEREAS, Minnesota Statute 465.03 allows cities to accept grants and donations of real or personal property for the benefit of its citizens;

WHEREAS, said donations must be accepted via a resolution of the Council adopted by a two thirds majority of its members.

NOW, THEREFORE, BE IT RESOLVED, that the Edina City Council accepts with sincere appreciation the following listed grants and donations on behalf of its citizens.

Parks & Recreation: Edina Art Center:

Kay Gritton	\$10.00
Eileen Conner	Six Painting Books
Tim Dirr	Clay & Bisque Ware
Marjorie Erickson	Seashells & Art Reference Book
Donald & Pat Sullivan	15 Sumi-e Art Books
Carolyn Blake	Oil Pastels, WC Crayons & Calligraphy Pater

Edina Police Department:

Tuan & Tiffany Bui	55.00
--------------------	-------

Dated: November 17, 2015

Attest: _____

Debra A. Mangen, City Clerk

Mayor

James B. Hovland,

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)
CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of November 17, 2015, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, _____.

City Clerk



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: VIII.A.

To: Mayor and City Council

Item Type:
Report / Recommendation

From: Heather Branigin, Executive Assistant

Item Activity:
Information

Subject: Correspondence

ACTION REQUESTED:

No action is necessary.

INTRODUCTION:

Attached is correspondence received since the last Council meeting.

ATTACHMENTS:

Correspondence One 11.17.2015

Correspondence Two 11.17.2015

Correspondence Three 11.17.2015

Heather Branigin

From: Tina Nelson <tinalnelson@hotmail.com>
Sent: Wednesday, November 04, 2015 10:42 PM
To: James Hovland; Mary Brindle; swensonann1@gmail.com; Robert Stewart; Kevin Staunton
Subject: Edina Housing/Building complaint- urgent request for response
Importance: High

Hello Mr. Hovland and City Council members-

I am writing you regarding ongoing mold and alarming building issues I have experienced in my home for 23 months with no resolution. The MN Attorney General's Office has provided me your email addresses and instructed me to file a complaint with you since the Edina Health Department and Edina Building Inspection Department previously have refused to enforce codes and initiate violations, after several requests and home visits.

I contacted both departments dating back to early 2014 and neither department has taken my housing complaints seriously, as they continue to worsen. Because there are various holes in the roof/siding, water continues to enter my home every time it rains or snows- creating pervasive mold growth in my home. The Edina Health Department has personally witnessed the moldy bathroom on several occasions, stating mold is acceptable. They have also stated ongoing rodent infestations are acceptable and dripping water from the ceiling is acceptable. Unless I am misinterpreting the city codes, all of these items would be health/housing violations that would require correction. I don't think it is normal to have to lay plastic, tarps, and buckets in my home because the ceiling is leaking- I have photos and videos to prove it. The only person that can make corrections is the property management company (FirstService Residential) and they have refused to make successful building repairs to prevent these unacceptable conditions from continuing inside my home. Emergency repairs were requested Nov 2014 and again in Sept 2015, and they will not respond or complete the repairs.

The MN Attorney General has provided me copies of the MN Statutes and has stated "enforcing city ordinances and codes is one of the duties of a code enforcement office, who are ultimately responsible to the mayor and city council".

Because the FirstService Residential will not make repairs to the building to stop the water damage and related housing issues, I am requesting your assistance with enforcing the health codes and initiating violations. I don't know what else to do at this point after living in these unacceptable living conditions for 23 months already. With the winter months coming up, this is when the most severe damage and issues occur- I expect another rodent infestation in January 2016, similar to what I experienced in 2014 and 2015- the City of Edina Health Inspector witnessed both of these, while Bill's Wildlife and Plunkett's were in my home.

In addition, I am requesting your help with enforcing the local and state building codes. The Edina Building Inspection Department is also aware of my housing situation, but has refused to enter the attic or go on the roof to confirm any of the building violations I have indicated. However, they have stated my home and living situation is acceptable. I don't know how it is possible to make such a statement when there was no inspection proving or disproving anything- this is very concerning. In addition, there has been improper mechanical venting installation on the roof by unlicensed contractors and no building permit was obtained-

this work that was done has caused various leaks and issues, and there is no documentation or city inspection, because of no permit requested by FirstService Residential. I had previously requested an explanation for this and there was no response. I have endured multiple inspections (by engineers) of the attic/roof, stating several building codes and fire codes have been violated and the building deterioration continues to worsen with the ongoing moisture intrusion. I find it disappointing that the city has looked away even though they have an obligation to enforce state and local codes, protecting Edina residents.

I am giving you one final opportunity to do the right thing according to Minnesota Statutes and your obligation as the leader of this city. This horrible nightmare (that has destroyed my home) has dragged on long enough and I believe I have the right to live in a safe and dry home in Edina.

Should you have any questions, please contact me. I am requesting a response within 24 hours, followed by a repair resolution identified and scheduled by Monday November 9, 2015. I look forward to your response and thank you in advance for your assistance.

Sincerely,

Tina Nelson

7602 York Ave #7313

Edina, MN 55435

Heather Branigin

From: Dugan, Peter @ Minneapolis <Peter.Dugan@cbre.com>
Sent: Thursday, November 05, 2015 5:14 PM
To: Scott H. Neal; Cary Teague
Cc: James Hovland; Carr, Danielle @ Minneapolis
Subject: Good to see you and thank you

Scott –

It was good to see you again last night. It looks like running one of America's premier cities is agreeing with you.

Thanks to you and Cary for all you do for the City and its citizens.

Kind regards.

Peter J. Dugan
CBRE | Retail Brokerage Services
4400 West 78th Street, Suite 200 | Minneapolis, MN 55435
T +1 952 924 4806 | F +1 952 831 8023 | C +1 612 859 7650
peter.dugan@cbre.com | www.cbre.com/peter.dugan
www.cbre.com/retail24-7

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Heather Branigin

From: Jim Platt <jplatt@petsareinn.com>
Sent: Friday, November 06, 2015 10:33 AM
To: Edina Mail
Subject: to Mayor Jim Hovland

Mr. Mayor,

It was great seeing you last night at the Public Works Facility for the Update on the Renovation of the New 18 Hole Golf Course!

As you know I have been a firm supporter to the changes being made to the Braemar Complex to include Building a New Golf Dome, the New Driving Range, Par 3 Course and of course the renovation/replacement of the Original 18 Hole Golf Course.

Many things Joe Aboode has put in place have had people "kicking & screaming" but let's face it ... we need to move into "Today's" Golf Course Management .. and by and large I have been a supporter of Joe's efforts!

However, it has come to my attention that Joe has taken it up upon himself to "CHANGE" the Braemar Logo. This is totally outside his Job Description as GM of Braemar Golf Course.

There is a rich history at Braemar the past 51 years and to even think of changing a logo without anyone's input is modestly speaking ... Stepping Out-Of-Bounds.

Should there be a change .. maybe .. probably with the introduction of a complete "NEW" comprehensive Golf Course Facility i.e.

Dome
Driving Range
Par 3 Course
New 18 Hole Course

However to do this without input from interested and vested parties ... is a bit "stepping over the line"!

Jim Platt
36 Year Edina Resident
25 Year Men's Club Member/Golf Course Supporter

Heather Branigin

From: Pete <misc509@hotmail.com>
Sent: Friday, November 06, 2015 10:38 AM
To: James Hovland
Cc: misc5096@hotmail.com
Subject: RE: 509 Blake Road Issue Email 3of 3

Hi Jim,

Thank you for your support

The City Manager and the Maintained Manger come out to view the issues

- They said that the gas manhole cover is not the city issue but Minnegasco's issue, I offered to call Minnegasco they said they would handle it.
- The manhole issue they said it was to fine of an adjustment and that compared to most of the manhole covers on Blake Rd and Interlocken it was it great shape
- The driveway lip issue – we came to agreement that I would dig it out and they city would pave it in the spring
- The missing manhole with the electric wires in it – they both seemed to have no idea of why it was marked and why it was not fixed – they will take care of it

Thank you for your support

Why with Blake Rd in such bad shape is city waiting for 2020 to fix it. It is one of the gateways to Edina

Pete Simpson

From: Pete [<mailto:misc509@hotmail.com>]
Sent: Sunday, October 25, 2015 6:00 PM
To: jhovland@EdinaMN.gov
Cc: 'Peter Simpson' <misc509@hotmail.com>
Subject: RE: 509 Blake Road Issue Email 3of 3

Hi Jim,

Enclosed is a memo and pictures that explain the issues on 509 Blake Road South

This will take 3 mails because the size of the pictures and your email has a sized limit for enclosures.

Regards

Peter Simpson
952-93-4422

Heather Branigin

From: Joshua M. Ahlberg <josh.ahlberg@gmail.com>
Sent: Friday, November 06, 2015 3:56 PM
To: James Hovland
Subject: Fwd: Immediate Valley View Rd Sidewalk Need

Good Afternoon, Mayor Hovland.

I wanted to ensure you were included on this email correspondence, as I do feel as though it is a dire need in the community. Please feel free to reach out to me directly if you have any questions or concerns, but I'm hopeful that you will be supportive of this initiative.

Thank you,

Joshua M. Ahlberg
6825 Valley View Rd.
612.916.2482

----- Forwarded message -----

From: Joshua M. Ahlberg <josh.ahlberg@gmail.com>
Date: Fri, Nov 6, 2015 at 3:27 PM
Subject: Immediate Valley View Rd Sidewalk Need
To: Mary Brindle <mbrindle@comcast.net>, <kstaunton@edinamn.gov>, <rstewart@edinamn.gov>, <swensonann1@gmail.com>, Edina Minnesota <mail@edinamn.gov>
Cc: Mark Nolan <MNolan@edinamn.gov>

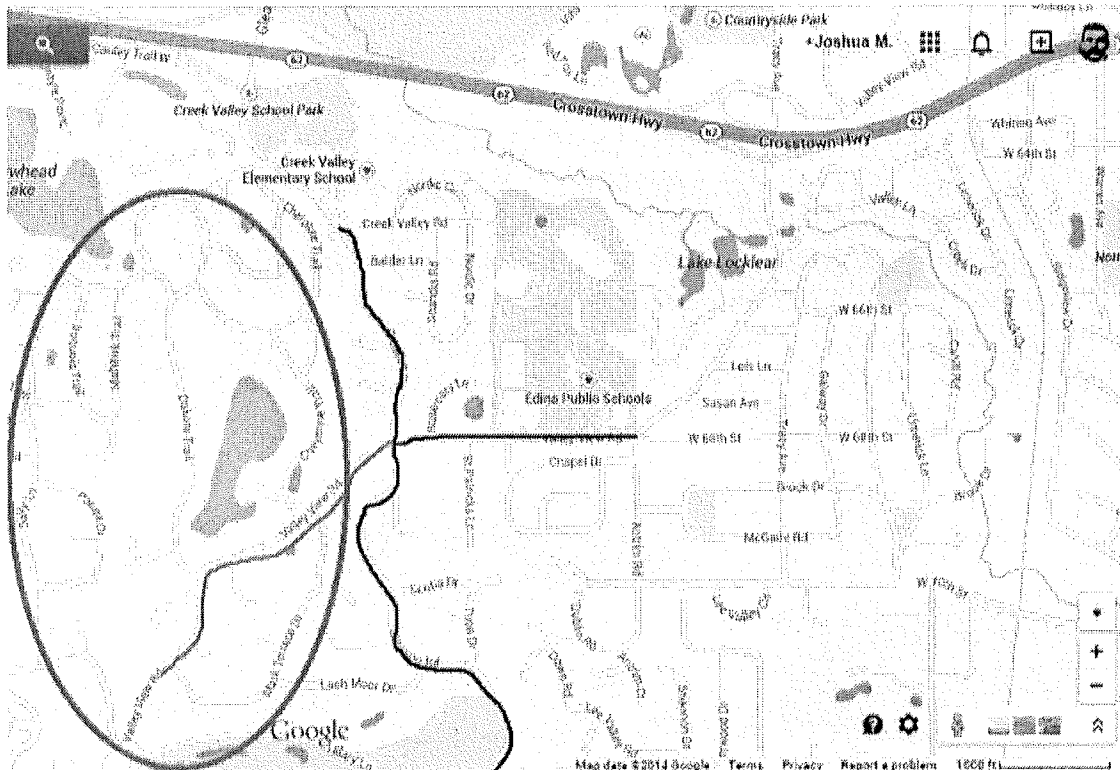
Good Afternoon Council Members:

My name is Joshua M. Ahlberg, and I live at 6825 Valley View Rd. The reason for my email today is to further elevate the need for a sidewalk on Valley View Rd. between Braemar Blvd. and Gleason Rd. The is an extension of a conversation started about a year ago between Mark Nolan, Mary Brindle and myself, and I wanted to widen the audience as I do feel as though the need is dire.

Last September I attended a community meeting where residents were asked to speak out about the need (or lack thereof) for sidewalks in their community. At that meeting I was able to voice my opinion, but we also collectively discussed the criterion by which sidewalks needs were assessed and prioritized. During this meeting, and in several correspondences since, there have been admissions that the need on VV between Braemar Blvd and Gleason are great, but due to budget limitations, the work had not yet been scheduled. For everyone's edification on this email, I will state them again as I do feel as though immediate action is needed for the safety of the citizens in my neighborhood.

The stretch of roadway is an Active School Route:

- Valley View Rd is used heavily by school age children walking to and from school. For students within walking distance of the school (which I believe was .7 miles), they have no choice but to walk to class. The south/western/south western portion of this radius clearly identifies a dangerous walk for these students. There is currently -- despite the addition of fog lines -- no room for students to walk to school down this stretch of roadway, nor is there proper lighting when doing so in low-visibility situations (i.e. - when the sun sets at 4:15pm and school children are walking home in winter). See the crude map below showing the bottleneck Valley View serves for school-aged pedestrian traffic.
- See the attached map (apologies for it's crude nature), which shows the area I am referring to -- outlined in green. Existing routes off of the top of my head are highlighted in red. You can see students walking from this area have no real choice but to either risk the danger of walking Valley View Rd., or take a longer route to school to walk safely due to the lack of sidewalk on Valley View Rd. This detour (into Indian Hills, or down Mark Terrace to Loch Moor and up Gleason) leaves them walking a great distance just to attend school.



- These images show the new foglines, and how they are largely unusable at present. The pedestrian side is covered by overgrown brush, and season debris at present. Under this debris, however is an aged road that has its issues in and of itself. I am certain that this area will be covered by

snow in the winter months as well, making the lanes unusable and not functional addition to help keep pedestrians safe.

- In addition, state law requires that motorists give cyclists 3 feet of distance when passing. At present, there is not 3 feet to give where both cyclists and pedestrians have adequate room -- thereby creating a dangerous situation.





Very High Traffic Count:

- Traffic counts exceeding 500 cars per hour are considered priority. Valley View Rd., according to readouts I was shown on the boards was 400-500% that number.
- I believe the lack of sidewalks is also creating some of the traffic problem on VV. Parents feeling pressured to pick up and drop off their children use Valley View as a route to get to and from their schools. While I do not have any empirical evidence to support this argument, I do feel as though adding a sidewalk on Valley View Rd. would ease the minds of some parents, which would in turn increase their children's ability to walk to and from school. It was mentioned several times in the live session I attended that it is a strategic priority of the city to ease automobile traffic. I believe adding in a sidewalk on Valley View Rd. ladders up to that strategic initiative and would help -- all while satisfying the basic pedestrian needs of your constituency.

Higher than Usual Average Traffic Speed:

- When more than 85% of the traffic exceeds the speed limit, this also merits priority. The average speed on Valley View Rd. is 33 MPH+ (30 MPH limit).

Valley View Rd. will be a broken link:

- With the new sidewalks having been installed on the south end of Valley View Rd (which look great, by the way), the area in need serves as a broken link and therefore important to the city to complete.

Valley View Rd. serves as a through road.

- During heavy congestion times -- rush hours, construction times in the summer, and when children are heading to and from school -- traffic backs up significantly and adds to the danger to pedestrians. This fact is exacerbated by cars parking on the odd side of the street, squeezing pedestrian traffic into the woods to avoid danger. Most of these motorists are not from the area, or are commercial contractors, and care little for the well being of the local citizens.

As a residents with a very small child and pets, my wife and I do not feel as though we can really access any of the nearby community resources due to the perilous walk. And it's not just us... Other parents don't feel safe either. We didn't have a single trick or treater this year -- just like last. Folks just do not feel as though it's a safe area for pedestrian traffic -- particularly at night. Adding a sidewalk and lights (or a light at least) would be very helpful.

I think we can all agree that this is a need, and I ask that we do something about this need proactively **before** someone is injured by a motorist. I understand funding is largely the issue, as it is in most projects, so perhaps there is a way to address some of the need instead of the entire stretch of roadway. If we cannot tolerate the expenses of the project all at once, can we at least earmark funds immediately to build a sidewalk from Mark Terrace to Gleason in spring to get the project partially underway while we wait for larger funding resources to back the remainder of the project? I fear that is we don't act now, someone will be hurt due to a lack of action.

Thank you for your time, and feel free to contact me directly with questions or concerns.

Joshua M. Ahlberg

6825 Valley View Rd.

612.916.2482

Heather Branigin

From: Constance E Soteropulos <csoterop@me.com>
Sent: Friday, November 06, 2015 4:16 PM
To: James Hovland
Subject: Fwd: Proposal to divert traffic from Sunnyside Road to W. 44th

Subject: Proposal to divert traffic from Sunnyside Road to W. 44th

To Chad Milner, Engineering Director, City of Edina:

I am writing to share my opinion on the proposal to divert traffic to W 44th Street.

I do not support it.

I live on 44th Street and I am not thrilled at the idea that the Sunnyside traffic may be rerouted to my street. We have already seen an increase in traffic since our road was widened. And more increased traffic will be a hazard to our residents, kids and pets. As it is now, I even have a difficult time exiting my driveway! And I do know the increased traffic volume on my street decreases the value of my home.

We've been down this path before with the Country Club residents wanting traffic diverted and soundly won that battle. I believe you will find we are ready to do the same again.

Please reconsider this. And at the very least, provide us with information that substantiates the proposal and opportunities to be heard. It does not seem fair to punish the residents on 44th Street in favor of the residents on Sunnyside.

Sincerely,

Connie Soteropulos
4155 W 44th Street.



505 Nicollet Mall
P.O. Bo 59038
Minneapolis, MN 55459-0038

November 9, 2015

To whom it may concern:

I am writing to inform you that Administrative Law Judge Eric L. Lipman is holding five public hearings on CenterPoint Energy's rate increase proposal. For more on the public hearings, please see the enclosed copy of our Notice of Public Hearings for CenterPoint Energy Minnesota Customers.

Please contact me if you have any questions or would like additional information about the filing. Additional information about our Rate Case is available at our website at CenterPointEnergy.com/RateCase.

Sincerely,

A handwritten signature in cursive script that reads "Christe Singleton".

Christe Singleton
District Director
612-214-6883

Enc.
Notice of Public Hearings for CenterPoint Energy Minnesota Customers

RATE INCREASE NOTICE

NOTICE OF PUBLIC HEARINGS FOR CENTERPOINT ENERGY MINNESOTA CUSTOMERS

CenterPoint Energy has asked the Minnesota Public Utilities Commission (MPUC) to increase its rates for natural gas distribution service. The requested increase is for \$54.1 million, or about 6.4 percent per year. The requested increase would add about \$5.15 to a typical residential customer's monthly bill.

CenterPoint Energy requested the rate changes described in this notice. The MPUC may either grant or deny the requested changes, in whole or in part, and may grant a lesser or greater increase than that requested for any class or classes of service.

The MPUC will likely make its decision on our rate request in the summer of 2016. If final rates are lower than interim rates, we will refund customers the difference with interest. If final rates are higher than interim rates, we will not charge customers the difference.

PUBLIC HEARINGS

Administrative Law Judge Eric L. Lipman is holding five public hearings on the company's proposal. Any CenterPoint Energy customer or other person may attend or provide comments at the hearings. You are invited to comment on the adequacy and quality of CenterPoint Energy's service, the level of rates or other related matters. You do not need to be represented by an attorney to provide comments during the public hearings.

Date	Time	Locations
Tuesday Dec. 1	1:00 p.m.	Civic Center, Mankato Room 1 Civic Center Plaza, Mankato, MN 56001
Tuesday Dec. 1	7:00 p.m.	Normandale Community College Kopp Student Center – Room K1450 9700 France Ave. S., Bloomington, MN 55431
Wednesday Dec. 2	1:00 p.m.	Earle Brown Conference Center Morgan Room – Lower Level 6155 Earle Brown Dr., Brooklyn Center, MN 55430
Wednesday Dec. 2	6:00 p.m.	Sabathani Community Center, 3rd floor, Room J 310 E. 38th St., Minneapolis, MN 55409
Thursday Dec. 3	7:00 p.m.	Central Lakes Community College, Room E203 501 W. College Dr., Brainerd, MN 56401

Bad weather? Find out if a meeting is canceled -- call (toll-free) 1-855-731-6208 or 651-201-2213 or visit mn.gov/puc

Continued ...



SUBMIT WRITTEN COMMENTS

- Comment Period** Comments accepted through Jan. 22, 2016 at 4:30 p.m.
 Comments must be received by 4:30pm on the close date
 Comments received after comment period closes may not be considered
- Online** Visit mn.gov/puc, select *Speak Up!*, find this Docket (15-424), and add your comments to the discussion.
 If you wish to include an exhibit or other attachment, please send your comments via U.S. Mail.
- U.S. Mail** Minnesota Public Utilities Commission
 121 7th Place East, Ste. 350, St. Paul, MN 55101

Written comments are most effective when the following items are included:

1. The Docket Numbers in the subject line or heading
 - MPUC Docket Number G-008/GR-15-424
 - OAH Docket Number 1-8-2500-32829
2. Your name and connection to the Docket
3. The specific issues that concern you
4. Any knowledge you have about the issues
5. Your specific recommendation
6. The reason for your recommendation.

Important: Comments will be made available to the public on the MPUC's website, except in limited circumstances consistent with the Minnesota Government Data Practices Act. The MPUC does not edit or delete personally identifying information from submissions.

The chart below shows the effect of both the interim and proposed rate changes on monthly bills for residential, commercial and industrial customers with average natural gas use:

Customer Type (usage in therms)	Avg monthly usage in therms	Avg monthly bill: current	Avg monthly bill: interim	Avg monthly bill: proposed
Residential	76	\$56	\$59	\$61
Commercial/Industrial				
- up to 1,500/year	64	\$52	\$55	\$61
- 1,500 to 5,000/year	247	\$161	\$170	\$172
- 5,000 or more/year	1,254	\$756	\$799	\$756
Small Volume Dual Fuel Sales Service				
- up to 120,000/year	3,707	\$1,810	\$1,912	\$1,813
- 120,000 or more/year	12,675	\$6,006	\$6,345	\$6,019
Large Volume Dual Fuel Sales Service				
	42,761	\$17,570	\$18,563	\$17,725

**Figures above are rounded (to the nearest whole number)*

EVIDENTIARY HEARINGS

Formal evidentiary hearings on CenterPoint Energy's proposal start on Jan. 19, 2016, at the MPUC's offices at 121 7th Place East, St. Paul. The purpose of the evidentiary hearings is to allow CenterPoint Energy, the Minnesota Department of Commerce – Division of Energy Resources, the Minnesota Office of Attorney General – Residential Utilities and Antitrust Division and others to present testimony and to cross-examine each other's witnesses on the proposed rate increase.

If you wish to formally intervene in this case, as a party to the litigation, please contact Administrative Law Judge Eric L. Lipman, P.O. Box 64620, St. Paul, Minnesota, 55164-0620.

HOW TO LEARN MORE

CenterPoint Energy's current and proposed rate schedules are available at:

CenterPoint Energy
 505 Nicollet Mall, Minneapolis MN 55402
 Phone 612-372-4727 or 1-800-245-2377
 Web <http://www.CenterPointEnergy.com/RateCase>

Minnesota Department of Commerce
 85 7th Place East, Suite 500, St. Paul, MN 55101
 Phone: 651-539-1534
 Web: <https://www.edockets.state.mn.us/EFiling/search.jsp>
 Select 15 in the year field, type 424 in the number field, select *Search*, and the list of documents will appear on the next page.

Questions about the Minnesota Public Utilities Commission's review process?

Minnesota Public Utilities Commission
 121 7th Place East, Suite 350, St. Paul, MN 55101
 Phone: 651-296-0406 or 1-800-657-3782
 Email: consumer.puc@state.mn.us

Citizens with hearing or speech disabilities may call through their preferred Telecommunications Relay Service.

Heather Branigin

From: Tina Nelson <tinalnelson@hotmail.com>
Sent: Monday, November 09, 2015 9:09 PM
To: Jeff Brown
Cc: David Fisher; Scott H. Neal; Lisa Schaefer; David Nelson; James Hovland; Mary Brindle; swensonann1@gmail.com; Robert Stewart; Kevin Staunton
Subject: Re: Property Maintenance Complaint

Thank you for your response.

Unfortunately, your last visit was a joke and failed to include any type of visual inspection **inside** the attic or on the roof, so it baffles me that you can make statements in a report that everything is fine when nothing was even witnessed- except the black mold that you apparently don't think is a problem. All of the items I reported since January 2014 continue to be a growing problem and there have been no repairs to date that have addressed these issues. As I stated before, various engineering reports have identified pervasive mold growth, fire code violations, and significant building deterioration as result of building code violations. Emergency repair requests were submitted end of Sept 2015 and no resolution. Also, a life safety complaint was submitted last week and no response.

I was given specific instructions from the MN Attorney General's Office to contact the mayor and city council, since you failed to complete a formal housing inspection in addition to refusing to enforce the local codes. Assuming that you don't plan to take these complaints seriously like you didn't before, I will be forwarding this email to the MN Attorney General's Office that you don't plan to assist in this matter as expected. Lucky for me, she has provided me an escalation path within the state.

Thank you for your prompt response in ignoring these matters again.

From: Jeff Brown <jbrown@EdinaMN.gov>
Sent: Friday, November 6, 2015 2:02 PM
To: 'tinalnelson@hotmail.com'
Cc: David Fisher; Scott H. Neal; Lisa Schaefer; David Nelson
Subject: Property Maintenance Complaint

Ms. Nelson,

I am responding to your email regarding the condition of your condominium unit at 7602 York Avenue South, Unit 7313. An inspection was conducted in April of 2015 by Building, Fire, and Health Department personnel specifically to address your concerns. I have attached the letter that was issued to you following that inspection. If you have new property maintenance or safety concerns in addition to the issues already addressed in this letter, please contact me at 952-826-0466.

Thank you,



Jeff Brown, RS, Community Health Administrator

952-826-0466 | Fax 952-826-0390

jbrown@EdinaMN.gov | www.EdinaMN.gov

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Heather Branigin

From: Common Sense Edina <commonsenseforedina@gmail.com>
Sent: Wednesday, November 11, 2015 12:22 AM
To: James Hovland; Kevin Staunton; Robert Stewart; swensonann1@gmail.com; Mary Brindle
Cc: Scott H. Neal
Subject: Common Sense for Edina - What can the city of Edina learn form America's most digital cities?

America's Most Digital Cities of 2015 (Infographic)

The annual Digital Cities Survey offers telling insights into the state of technology in America's cities. See what's trending this year and learn about local CIOs' priorities.

Sixty-three cities across the country emerged as technology leaders in the 2015 Digital Cities Survey, conducted by e.Republic's Center for Digital Government. Here are a few insights into their award-winning IT programs.

Click on the infographic to view the high-resolution version, and for more details, check out our story and interactive map featuring profiles on all 63 winners across four population categories.

The 2015 Digital Cities Survey results are in. Dozens of cities were selected by a judging panel at the Center for Digital Government as the most strategic, efficient and innovative guardians of public-sector tech in the nation. The top-ranked cities will receive an award on Nov. 5 at the annual National League of Cities conference in recognition of their achievements.

The first place winners in four population categories are Philadelphia; Alexandria, Va.; Avondale, Ariz.; and Shawnee, Kan. Judges evaluated the survey submissions of each city by considering four elements: citizen engagement, policy, operations, and technology and data.

Given this common set of criteria, it's natural that the winners should have some qualities in common, but an unanticipated pattern arose among the winners: The best digital cities have developed a mature infrastructure that affords city leaders a chance to experiment with forward-thinking technology projects that are molded in the image of the average citizen's lifestyle.

<http://tinyurl.com/pf5ueez>

David Frenkel

Heather Branigin

From: Cami Flanagan <cami_flanagan@comcast.net>
Sent: Wednesday, November 11, 2015 11:30 AM
To: swensonann1@gmail.com; Robert Stewart; Kevin Staunton; Mary Brindle; James Hovland
Subject: 44th Street Safety issues

Hello,

I'd like to ask for some additional safety measures on 44th Street.

The crosswalk to Kojetin Park is still very dangerous to cross as there is a visibility issue with the hill rise. The stretch between Wooddale and Grimes has 40 children. Many cars are at a high speed due to the long length between stop signs at this point. I have seen the signs that are placed in the center of a crosswalk to the law and required stop for pedestrians. I am wondering if we could get a sign like that for this crosswalk.

Secondly, the 4 way stop at 44th and Wooddale is a highly traveled section of roadway and also a bus stop for Edina, St Louis Park and other private schools. There are 15 children that live in immediate proximity to that corner, and one child has been hit there in the past. It is poorly lit and most drivers come to a rolling stop at best. I am wondering if we can get an additional safety study for this location. The cup and flag system that St Louis Park has employed might be an option. Better lighting. Perhaps some signage alerting drivers that it's a state law to stop all 4 ways when a bus is present, may some police presence occasionally to remind drivers to slow down.

I am aware that the roadway projects for Morningside (Curve, Sunnyside, Grimes) has a goal of calming traffic on those stretches. My concern is that will divert traffic to an already busy stretch. In addition, I believe a new vehicle trip count should be done as well as a safety study. The numbers for Sunnyside were collected in 2012 when traffic diverted to it during 44th street construction. Different numbers may have an impact on what calming measures are implemented for that area.

I met with Chad Milner yesterday in regards to that project and, while I don't want to hamper any safety concerns for those residents, I also don't want to add any to our street. I also have some issue with narrowing those streets. It is already a challenge for the Edina bus drivers to squeeze past the many commercial vehicles that use these roads daily. Ensuring a large fire truck can clear the road is one thing, but putting it into practice is another. These bus drivers have a challenge on their hands daily. I don't think narrowing roads and intersections will help them in any way to get our kids to school on time.

Thanks for your consideration. I have already put in a request for the same measures with the Traffic Safety Committee.

Cami Flanagan

Heather Branigin

From: Barbara Polich <barbarapolich@aol.com>
Sent: Wednesday, November 11, 2015 5:24 PM
To: Mail@EdinaMN.gov.
Subject: Pub on Valley View

I received the following post from Common Sense for Edina.

“Possible new brew pub at Wooddale/Valley View strip mall.

The city council discussed changing liquor ordinance to allow brew pubs at last weeks city council meeting. I saw Ann Swenson meeting last week with a developer and the owner of the strip mall at Margo's with a brochure labeled 'restaurant for 4500 Valley View. At last week's council meeting council members Ann S. and Kevin S. said that 45th and Valley View would be good location for brew pub when they spoke in favor of the liquor ordinance change. They voted in favor of liquor ordinance change.”

I am strongly against this. We have sidewalks, bike paths and schools in this area and many people are out after dark, many of them children. It's difficult enough to see walkers and bikers without adding alcohol to the mix. We also have more than our share of noise coming from the stadium and the planes in this area, as well as vehicles traveling to and from the stadium or cutting over to 100. Please abandon this idea for the safety of our families.

Barbara Polich
6113 St. Johns Avenue, Edina

Heather Branigin

From: Barbara Polich <barbarapolich@aol.com>
Sent: Wednesday, November 11, 2015 9:32 PM
To: Mail@EdinaMN.gov.
Subject: Pub on Valley View

I would like to add a few more comments to my email sent earlier regarding a possible pub on Valley View.

Placing a pub between two parks, (Pamela Park and the Stadium) and next to the Malt Shop which draws a lot of foot/bike traffic invites tragedy. I am not against pubs, but this location does not seem appropriate.

Following is a comment listed on the Common Sense for Edina Site which increases my concern:

..... just down the street from Steel Toe in Saint Louis Park and I can tell you first hand that there are zoning laws for a reason. These tap rooms are a crime . Drinking in parking lots in nice nights. Food trucks lined up with loud music going. This should not even be considered in our neighborhoods. There Edina city council has lost their minds.

Heather Branigin

From: Traci Mercado <tracimercado@yahoo.com>
Sent: Wednesday, November 11, 2015 9:57 PM
To: Edina Mail
Subject: Valley View/Wooddale Development

City Council Members,

I'm writing you to express my support for the addition of a small restaurant or brew pub at the strip mall on Valley View and Wooddale in Edina. We live a few blocks East of that area and would welcome such an establishment.

I know there has been some discussion on Nextdoor.com referencing some opposition. I want to make sure you know that there are MANY people in our neighborhood who support this addition as well. We welcome the opportunity to have a restaurant/brewpub/meet-up place nearby within walking or biking distance from our home. Edina lacks neighborhood restaurants and I would love to see this go through. We were excited about the proposition of a pizza place as well.

Just wanted to share some support for this effort. We are hoping for some family friendly restaurants to add to the mix of options near our neighborhoods. Obviously, it goes without saying that there should be strict rules put in place regarding no drinking outside the establishment etc.

Thank you for your consideration,

Traci Mercado
4609 Woodland Rd W
Edina, MN 55424

Dear Mayor Howland,

Thank you again for taking the time to meet with Michelle Horan and myself earlier this week. I really enjoyed our conversation and look forward to working with the City of Edina in the future. Let Me Know if you have any questions and thank you again for taking time to meet with us both.

Yours Truly,
John Anderson

Conservation Minnesota
101 West River Parkway
Suite 250
Mpls MN 55415

HORAN
4215 LYNN AVE
EDINA, MN 55416
MINNEAPOLIS
MN 554
01 NOV 15
PM 2 1

neopost
11/04/2015

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US POSTAGE

\$00.48⁵



ZIP 55424
041L11239996

City of Edina
ATTN: Mayor Howland
4801 W. 50th St.
Edina, MN 55424



Mayor Howland,

Thank you for giving both John Anderson and I
the opportunity to talk about Conservation MN (CMN).
We know you get many request from people/organizations
for your time, so we really appreciate you sharing
some with us!

I really believe in CMN's mission and respect the
work they do to affect policy on environmental issues.
This is why I feel it's important and beneficial that
you, council, residents are exposed to CMN and what they
do.

Thank you again for the meeting. I enjoyed the
conversation.

Michelle Horan

REPORT / RECOMMENDATION



To: MAYOR & COUNCIL

Agenda Item #: VIII. A.

From: Debra Mangen
City Clerk

Date: November 17, 2015

Subject: Correspondence

Action
Discussion
Information

Action Requested:

No action is necessary.

Attachment:

Attached is correspondence received since the last packet was delivered to Council Members.

Heather Branigin

From: Ann Swenson <swensonann1@gmail.com>
Sent: Thursday, November 12, 2015 2:21 PM
To: Edina Mail
Subject: Re: Valley View/Wooddale Development

Thanks Traci, I will let the leasing agent know how you feel. Ann

Sent from my iPad

On Nov 12, 2015, at 8:47 AM, Edina Mail <mail@EdinaMN.gov> wrote:



Lynette Biunno, Receptionist

952-927-8861 | Fax 952-826-0389
lbiunno@EdinaMN.gov | www.EdinaMN.gov

...For Living, Learning, Raising Families & Doing Business

From: Traci Mercado [<mailto:tracimercado@yahoo.com>]
Sent: Wednesday, November 11, 2015 9:57 PM
To: Edina Mail
Subject: Valley View/Wooddale Development

City Council Members,

I'm writing you to express my support for the addition of a small restaurant or brew pub at the strip mall on Valley View and Wooddale in Edina. We live a few blocks East of that area and would welcome such an establishment.

I know there has been some discussion on Nextdoor.com referencing some opposition. I want to make sure you know that there are MANY people in our neighborhood who support this addition as well. We welcome the opportunity to have a restaurant/brewpub/meet-up place nearby within walking or biking distance from our home. Edina lacks neighborhood restaurants and I would love to see this go through. We were excited about the proposition of a pizza place as well.

Just wanted to share some support for this effort. We are hoping for some family friendly restaurants to add to the mix of options near our neighborhoods. Obviously, it goes without saying that there should be strict rules put in place regarding no drinking outside the establishment etc.

Thank you for your consideration,

Traci Mercado
4609 Woodland Rd W
Edina, MN 55424

Heather Branigin

From: Common Sense Edina <commonsensefordina@gmail.com>
Sent: Friday, November 13, 2015 12:19 PM
To: James Hovland; Kevin Staunton; swensonann1@gmail.com; Robert Stewart; Mary Brindle
Cc: Scott H. Neal; Kay McAloney
Subject: Common Sense for Edina - Safety of the Braemar Edina Dome

There has been much speculation and rumors about the installation of the Braemar Edina Dome that occurred this week. Evidently there were mechanical and weather problems making it difficult to get the dome up. The dome is up but is evidently not open. Whatever the problems were or are I would expect the Edina Dome was installed per the manufacturers specifications and it will be properly inspected for safety before it is opened to the public. As I have mentioned in previous emails safety should be the number one priority for the city of Edina and scheduling issues should not be the priority for opening the dome before it is completely safe for use. I would hope an expert in dome installation or the manufacture of the dome would sign off that the dome installation was done correctly and the dome is safe for use.

David Frenkel

Heather Branigin

From: Jennifer Janovy <jjanovy@outlook.com>
Sent: Saturday, November 14, 2015 11:55 AM
To: Edina Mail
Cc: James Hovland; ann swenson swenson; Mary Brindle (Comcast); Bob Stewart; Kevin Staunton; Scott H. Neal
Subject: Please pull Item IV. K. from Consent Agenda

Dear City Council members:

Item IV. K. on your November 17, 2015 is a request for purchase of engineering services for extending the bike lanes on Valley View Rd. under TH62 to W. 66th Street.

This agenda item has not been presented to the ETC.

As an advisory body established by ordinance, the ETC has the responsibility to “investigate matters within the scope of the particular board or commission or as specifically directed by the council” and “advise the council by communicating the viewpoint or advice of the board or commission.”

The specific role of the ETC includes advising "the city council on the operation of the local transportation system (all modes, users, and abilities)" and developing "strategies, plans and recommendations to implement the city's multi-modal transportation vision."

When transportation-related projects that fall within the scope of the ETC's responsibilities go directly to the City Council for approval, the ETC is denied the opportunity to perform its advisory function.

When a request for purchase of engineering services comes to you, it often includes a scope of work. It is that scope of work (and perhaps the project itself) and how it relates to adopted policies/plans and other work that should be reviewed.

Taking a look at 2014 and 2015, there have been several transportation-related matters that have gone directly to the City Council for approval, bypassing the ETC. Each of these matters fall within the scope of the ETC's responsibilities as defined by ordinance and some were on the ETC work plan. For example:

- Both the 2014 and 2015 ETC work plans include “Review transportation projects in the proposed Capital Improvement Program” as an ongoing responsibility. A list of proposed transportation-related projects in the proposed 2015-2019 CIP was presented to the ETC for review in July 2014. This list did not include several significant projects that were included in the CIP adopted by the City Council in December:

- Tracy/Valley View/Valley Lane roundabout
- All Pentagon Park-related street projects
- Grandview Transportation Study

Not called out for discussion were the changes from “Greater Southdale Area Transportation Study” (which was on ETC work plan) to “Greater Southdale Area Traffic Model” or the elimination of the proposed pedestrian bridge replacement over TH62 near Rosland Park.

- Both the 2014 and 2015 work plans included working with the School District to address traffic issues on Valley View Rd. between Antrim and Gleason. Earlier this year I learned that City staff had presented to School District staff a concept for roundabouts at Valley View/Antrim and Valley View/Chapel Lane. In July 2015, the Council agenda included a proposed joint agreement with the School District and scope of work for a traffic study of the High School area. Neither had been run past the ETC.
- Other examples of transportation-related matters brought to you without first coming to the ETC include the traffic sign installation and maintenance policy, the concept for a “Grand Loop” in the Parks strategic plan, and certain transportation-related projects in the citywide work plan as shown in the budget book (such as “Southdale are design guidelines and full pedestrian plan completed by 7/1/16).

The above is not a criticism, but information. It is not a criticism of Mark Nolan, who does an excellent job working with the ETC.

Across all departments, a substantial amount of staff resources go into supporting the work of advisory Boards and Commissions. It should be a priority to ensure that Boards and Commissions are able to fulfill their functions and do so effectively.

If matters related to a Board or Commission’s work come to the City Council and they have not first been presented to the Board or Commission, then the Board or Commission has not been given the opportunity to fulfill its responsibilities.

I don’t know why some items come to the ETC before they go to the City Council, and why some items go to the City Council directly. The standards for making those decisions have not been shared.

A simple standard could be:

- If it relates to an item on the Board or Commission work plan or is within the scope of the Board or Commission’s responsibilities, and
- If it will be placed on the City Council agenda for City Council discussion and/or approval, then
- The Board or Commission will be given a timely opportunity to review the item and provide its advice to the City Council.

Please pull Item IV. K. from the consent agenda and table until the ETC has been given the opportunity to advise you on this matter.

Thank you for your consideration.

Jennifer Janovy

Heather Branigin

From: Lopez, Patricia <Patricia.Lopez@startribune.com>
Sent: Monday, November 16, 2015 12:02 PM
To: James Hovland
Subject: municipal liquor store

Mayor Hovland, I'm trying to reach you for an editorial I'm considering on municipal liquors stores and wanted to talk to you about the situation in Edina. Would you be available sometime today or tomorrow morning? Thank you.

Patricia Lopez
Editorial Writer
Star Tribune Editorial Board
o 612-673-7028
c 612-599-2654
plopez@startribune.com

Star Tribune Building | 650 3rd Ave S, Suite #1300 | Minneapolis, MN | 55488



Heather Branigin

From: Jennifer.Kelly@hklaw.com
Sent: Monday, November 09, 2015 1:42 PM
Cc: eve.otoole@hklaw.com; george.kivork@lacity.org
Subject: Sign On Letter Supporting America Fast Forward Transportation Bonds
Attachments: Supporting America Fast Forward Transportation Bonds Resolution 2015.docx; MayorsAFFSupportLtr.docx

Dear Mayors,

Just a friendly reminder, the deadline to sign onto the America Fast Forward (AFF) is **Thursday, November 19**. Please respond to Jennifer Kelly at: Jennifer.Kelly@hklaw.com if you would like to be added. All mayors names and city will appear listed at the bottom of the letter to House Ways & Means Committee Chairman Brady and Ranking Member Levin.

NOTE: This e-mail is from a law firm, Holland & Knight LLP ("H&K"), and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail from your computer and do not copy or disclose it to anyone else. If you are not an existing client of H&K, do not construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything to H&K in reply that you expect it to hold in confidence. If you properly received this e-mail as a client, co-counsel or retained expert of H&K, you should maintain its contents in confidence in order to preserve the attorney-client or work product privilege that may be available to protect confidentiality.

James Hovland

From: James Grube <James.Grube@hennepin.us>
Sent: Sunday, November 01, 2015 9:16 AM
To: James Hovland
Cc: Janis Callison; Chad Millner; Mark K. Nolan; Debra R Brisk
Subject: RE: Xerxes Ave Sketches
Attachments: DOC101115-10112015093827.pdf; DOC101115-10112015094120.pdf

Mayor,

Thank you for providing your perspective regarding the Xerxes Avenue bumpouts. As neighbors in Edina continue their engagement of the elected officials at both the city and county levels, I have been working with city staff in terms of interpreting what Mr. John Hamilton has offered as his vision of how the corridor could be treated.

Attached are two aerial photo sets with colored lines depicting bumpout locations. On both, the existing bumpouts are denoted in black within the parking lanes along the corridor. In the first aerial photo set the green dashed lines depict the locations where Mr. Hamilton believes bumpouts could be installed at a relatively modest cost. I interpret his vision to include the removal of the existing bumpouts. The second aerial photo set builds on the Hamilton concept in the first aerial photo set but installs more bumpouts along both sides of Xerxes Avenue for the length of the corridor between Minnehaha Creek and the Crosstown Highway. These are denoted in blue, with the red lines depicting storm sewer work. The second set also includes a cost estimate for the work - \$808,000. For the purpose of understanding the cost implication, the corridor is approximately one mile long. The estimated cost to reconstruct the corridor is \$6,000,000.

The second aerial photo has much more bumpout work because the intent of bumpouts is to keep drivers toward the middle of the road. Under the Hamilton concept, the number of bumpouts is modest and, in my opinion, will not keep the drivers toward the middle. When we work along corridors we try to put bumpouts at the beginning and end of each block so drivers know where they belong. If one accepts that premise, the second aerial photo set begins to make sense. Again, going to either aerial photo set, if a bumpout is placed at a corner, the pedestrian ramp gets replaced, and upgraded to current guidelines. If one of the intersection corners gets a pedestrian ramp upgrade we would be hard pressed to ignore the other corners where ramps exist (we could, but it wouldn't really seem right). So if we upgrade all pedestrian ramps in an intersection where a bumpout started the work, one would have to step back and look at how many intersections receive bumpouts, and thus pedestrian ramp upgrades, and how many do not. Again, the second aerial photo set contains the prevailing thought on bumpout treatment to fulfill the Hamilton concept for the corridor, and we see more corner bumpouts which in turn lead us to the position that since we are doing some, we should upgrade all the pedestrian ramps at all the corners of the entire corridor.

I have presented these two aerial photo sets to staff from both Edina and Minneapolis, asking the two city staffs a few questions to get their real position:

1. Do they wish to spend \$808,000 to install bumpouts to fulfill the vision?
2. Would they support the \$808,000 expenditure if only one party had to pay?
3. Would they support the \$808,000 expenditure if the cost is split three ways?
4. Would they accept responsibility of the bumpout materials if installed?
5. Would they support the replacement of the existing delineators with the bollards on the two "test bumpouts"? Note, we will continue to maintain the bumpouts.

The intent of the questions is to elicit from the cities an indication of what they believe the right approach should be regardless of who pays. While your staff responded rather quickly to my overture, I just this week received the Minneapolis response. Minneapolis reports receiving very little feedback and interprets that as support for what is existing. Minneapolis is not interested in maintaining the bumpouts regardless of whether it is the existing or the full vision. I suspect your staff may have been in contact with you since you emailed me, but to summarize their thoughts: If the county pays for the full vision - \$808,000 – your staff would support the action. At the same time they question when to go to the full reconstruction instead of investing in bumpouts of any magnitude. If there is to be a cost

split, your staff has expressed reservation in contributing, and believes the bollards present themselves much better than the delineators if the existing bumpouts are to remain.

At this point I intend to contact Mr. Hamilton and the two neighbors who had expressed interest in something more robust and appealing than the existing bumpouts and meet with them together with your staff. I will invite Minneapolis staff to participate so they remain engaged and offer their thoughts.

If there is anything else I can do for you please let me know.

Jim Grube, P.E.
County Highway Engineer
Hennepin County
1600 Prairie Drive
Medina, MN 55340

Office: 612-596-0305 **Cell:** 612-250-2615
James.grube@hennepin.us

From: James Hovland [<mailto:jhovland@hovlandrasmus.com>]
Sent: Thursday, October 29, 2015 3:31 PM
To: James Grube <James.Grube@hennepin.us>
Cc: Janis Callison <Janis.Callison@hennepin.us>; Scott H. Neal <sneal@EdinaMN.gov>; 'Chad Millner' <cmillner@EdinaMN.gov>
Subject: FW: Xerxes Ave Sketches

Jim, for emphasis, I had some people from another town ask me this morning(Bill Schrieber and his wife, Lona) about the "white sticks" on Xerxes. I, like others, appreciate the county's efforts to try and improve safety on Xerxes north of the Crosstown but I would love to see the bumpouts expanded as Mr. Hamilton suggests to actually be landscaped bumpouts akin to what was done on Lyndale. Is this possibly something the City and the County could work on and fund together to maintain safety but enhance and beautify the street?

The logo consists of the letters 'H' and 'R' in a serif font, with a vertical bar between them.

James B. Hovland, Esquire
HOVLAND & RASMUS, PLLC
Southdale Office Centre
6800 France Avenue S., Suite 190
Edina, MN 55435
jhovland@hovlandrasmus.com
Phone: (612) 874-8550
Direct: (612) 874-8551
Fax: (612) 874-9362
Cell: (612) 961-6192

From: Lynette Biunno [<mailto:lbiunno@EdinaMN.gov>] **On Behalf Of** James Hovland
Sent: Thursday, October 29, 2015 3:22 PM
Subject: FW: Xerxes Ave Sketches



Lynette Biunno, Receptionist

952-927-8861 | Fax 952-826-0389

lbiunno@EdinaMN.gov | www.EdinaMN.gov

...For Living, Learning, Raising Families & Doing Business

From: John Hamilton [<mailto:johnh6125@gmail.com>]

Sent: Thursday, October 29, 2015 3:07 PM

To: James Grube

Cc: James Hovland; Kevin Staunton; Robert Stewart; Chris Bremer

Subject: Re: Xerxes Ave Sketches

Hello All;

I have been trying to get some traction on Xerxes Ave. to see what is possible for the renovation. We had established a Task Force to study the street to see what improvements might be possible.

- Back in July the task force agreed that the steel bollards previously researched by the group were an improvement to the plastic "wands" originally installed. Mr. Grube was able to install them on two of the islands and committed to revising the installation so that the bollards were shimmed to vertical. There has been no progress on that front.
- We provided sketches of revised curb lines delivered to the County Engineering Department in early September and met with the Mayor on the street to review the concept. After several attempts to follow up, I have not heard from the County on their intent to pursue the ideas.

Inertia is a powerful force; eventually any effort for change will wither. But the impact of the concrete islands on the residential nature of the street goes on, eroding property values and frustrating home owners. Edina is spending a great deal of time, effort, political energy, and money investing in the Living Streets Concepts. How can we allow Xerxes, a critical entry point to the community, to remain as it is?

Please let me know what I can do to advance the changes we all recognize are needed.

Regards,

John Hamilton

612-889-7193

On Oct 26, 2015, at 4:34 PM, John Hamilton wrote:

Hi Mr. Grube;

It has been well over a month. Are we going to discuss Xerxes, or is it a dead issue for you?

Thanks,

John Hamilton

612-889-7193

On Sep 22, 2015, at 2:10 PM, James Grube wrote:

Mr. Hamilton,

I had spoken with my staff earlier today and we believe we need a bit more time. I will try to set something up within the next couple weeks and let you know. Thanks

Jim Grube, P.E.
County Highway Engineer
Hennepin County
1600 Prairie Drive
Medina, MN 55340

Office: 612-596-0305 Cell: 612-250-2615

James.grube@hennepin.us

-----Original Message-----

From: John Hamilton [<mailto:johnh6125@gmail.com>]
Sent: Tuesday, September 22, 2015 2:00 PM
To: James Grube <James.Grube@hennepin.us>
Subject: Xerxes Ave Sketches

Hello Mr. Grube;

Just a follow up to see that you received the sketches I dropped off last week at your request. Please let me know your schedule to follow up.

Many thanks,

John Hamilton
612-889-7193

Disclaimer: Information in this message or an attachment may be government data and thereby subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, may be subject to attorney-client or work product privilege, may be confidential, privileged, proprietary, or otherwise protected, and the unauthorized review, copying, retransmission, or other use or disclosure of the information is strictly prohibited. If you are not the intended recipient of this message, please immediately notify the sender of the transmission error and then promptly delete this message from your computer system.

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No virus found in this message.

Checked by AVG - www.avg.com

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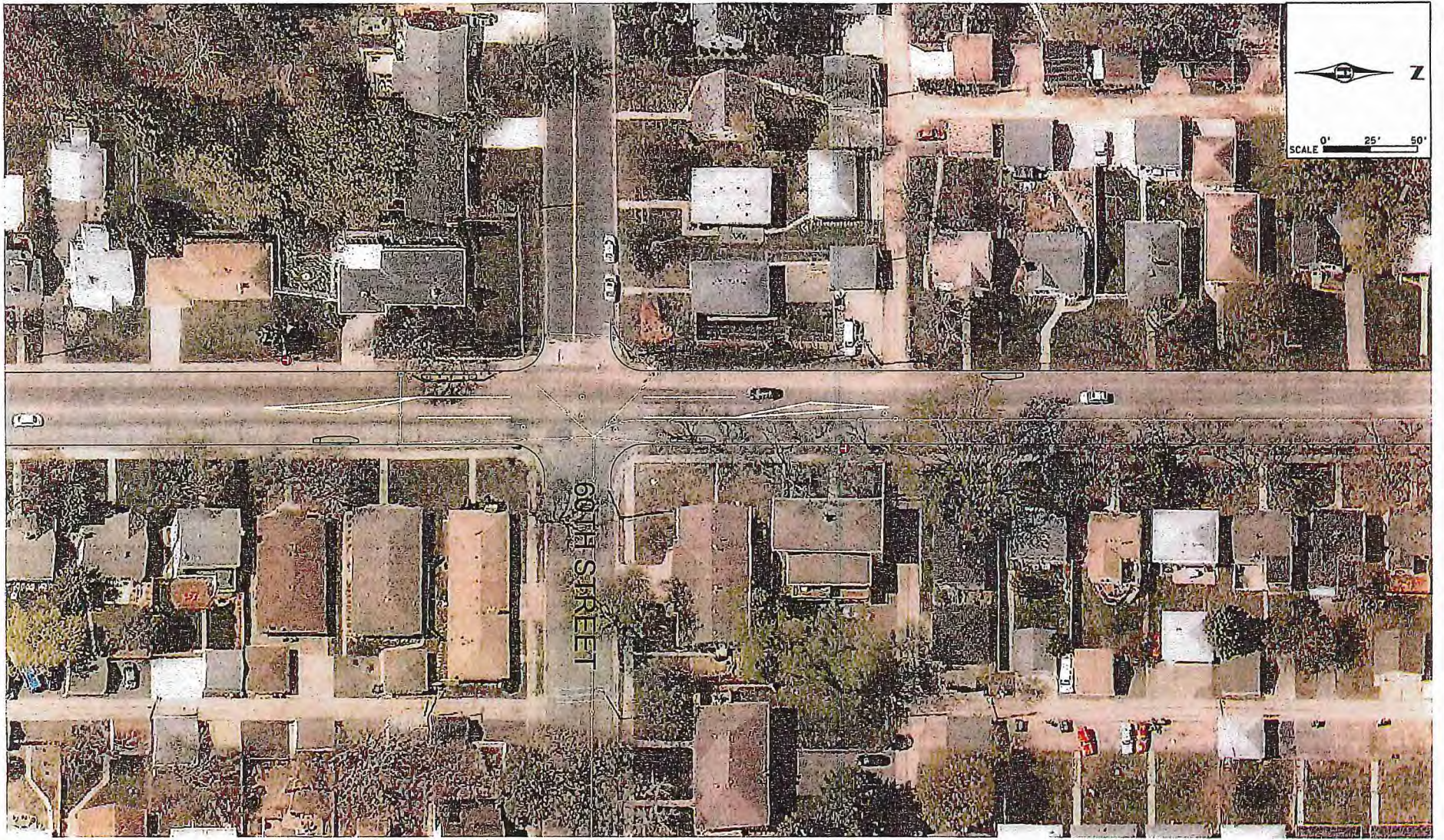


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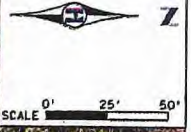
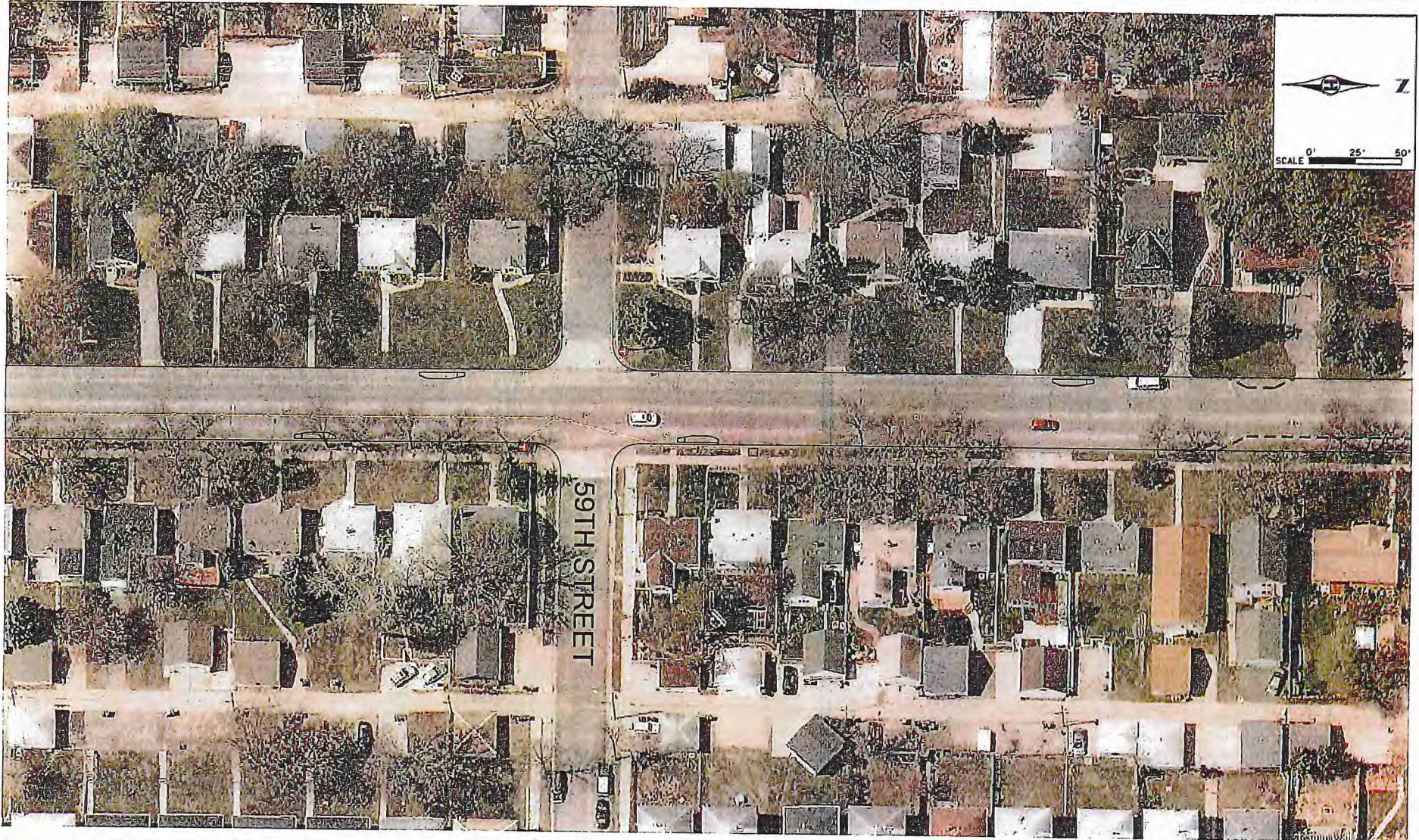
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59TH STREET

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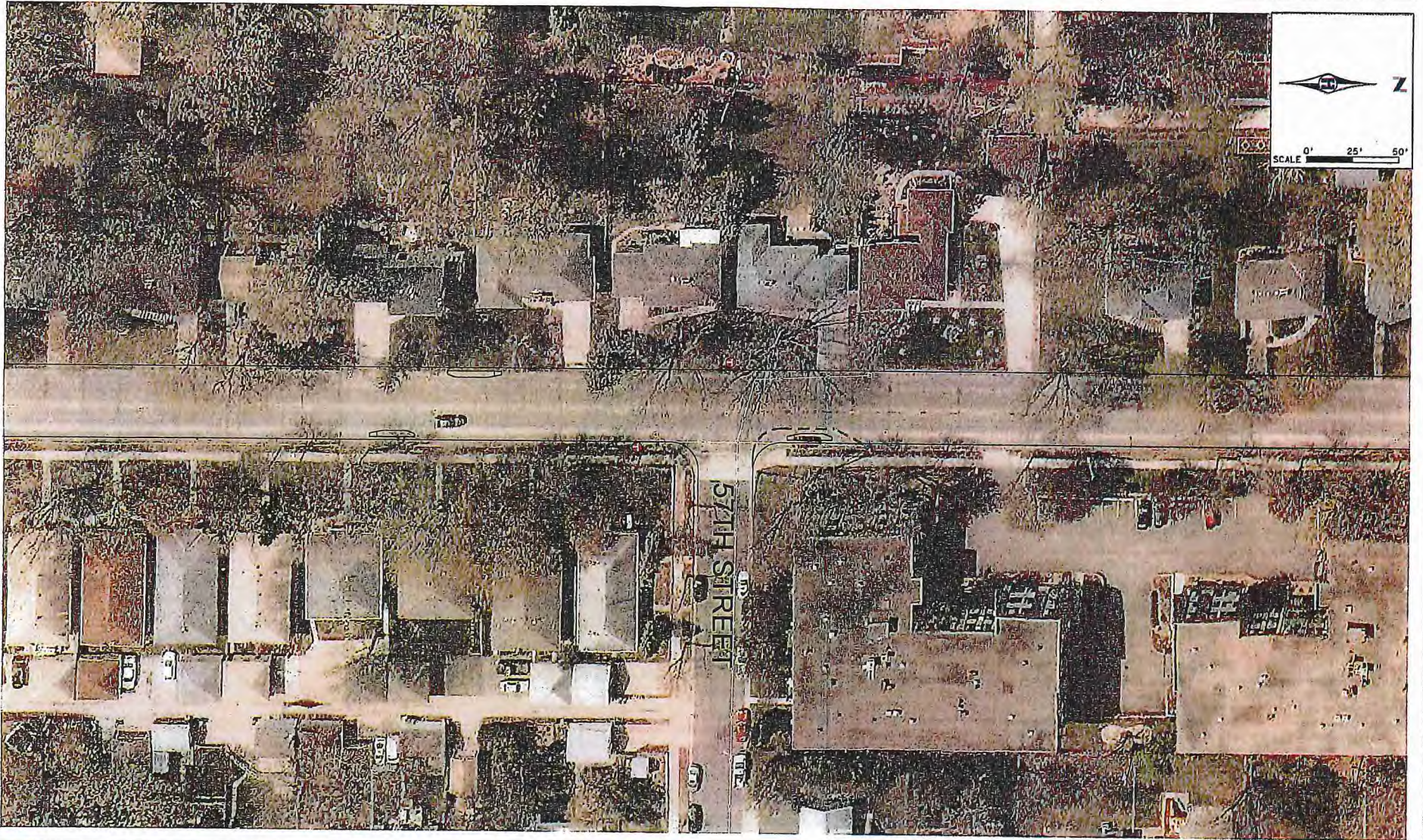
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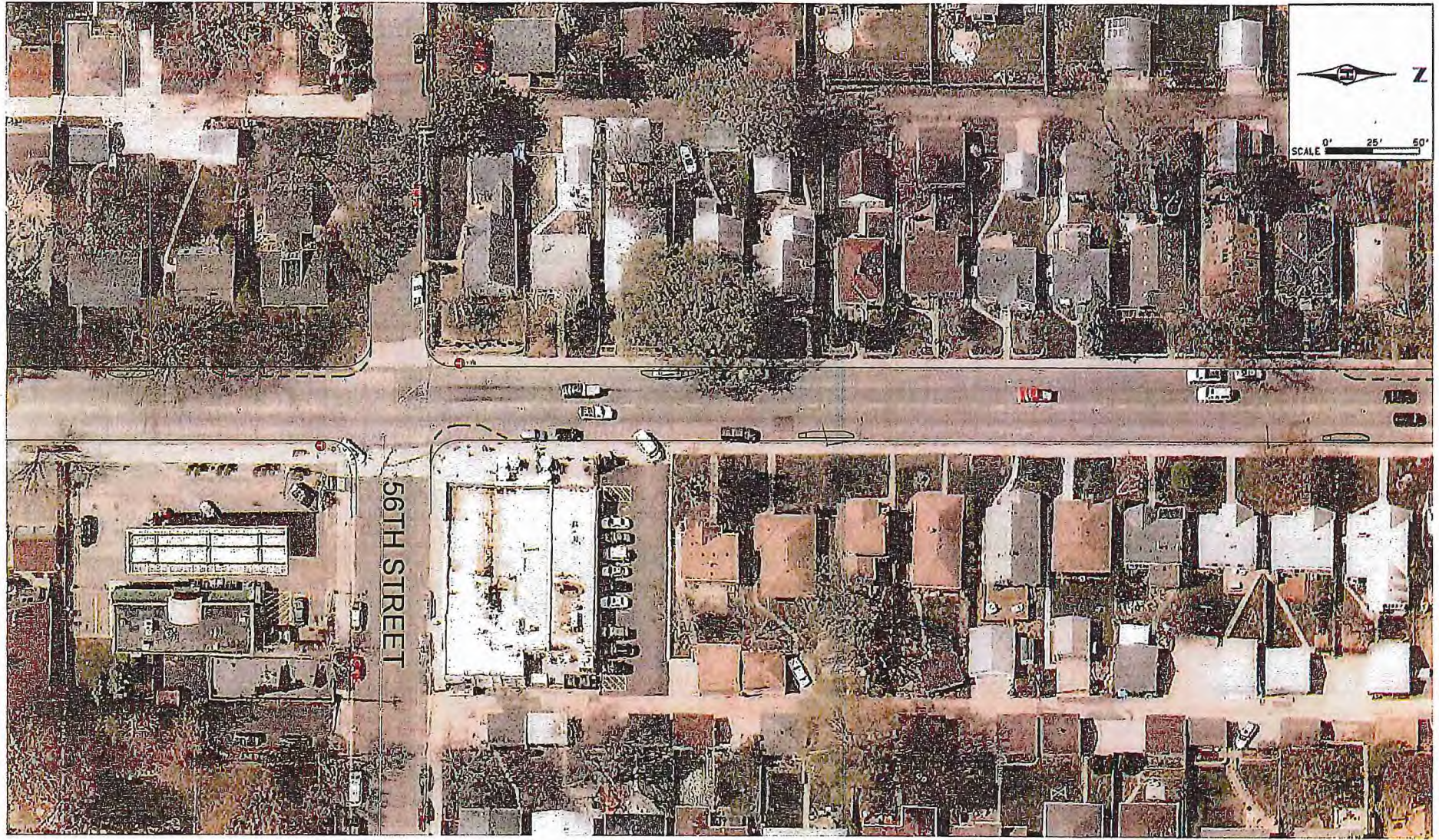


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Xerxes Avenue (CSAH 31)
 Cost Estimate for Intergrated Bumpouts
 10/6/2015

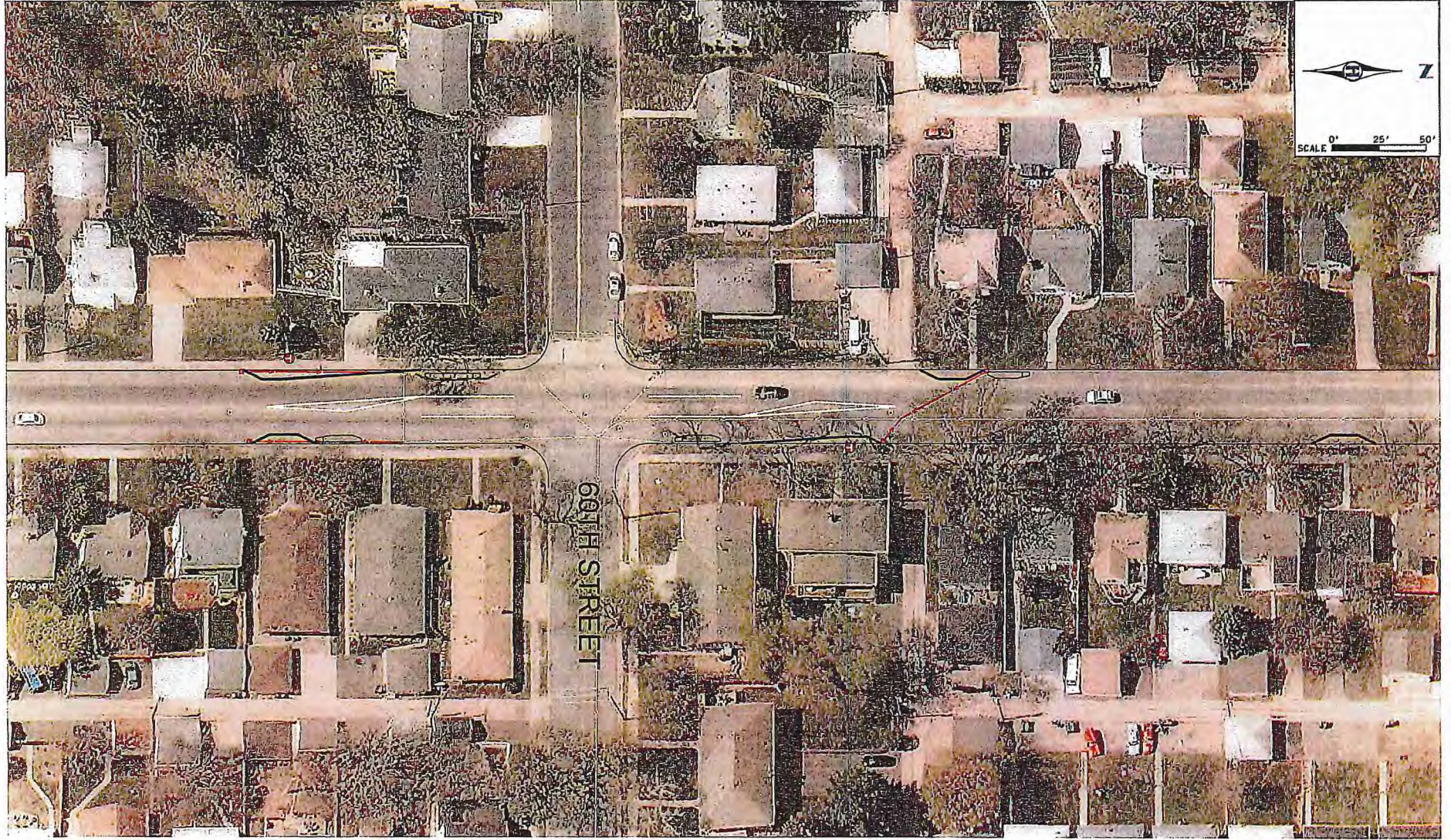
CONSTRUCTION PROJECT ELEMENTS/COST ESTIMATE		
Check all that apply	ITEM	COST
Specific Roadway Elements		
X	Mobllization	\$35,000
X	Removals	\$70,000
	Roadway (grading, borrow, etc.)	
X	Roadway (aggregates and paving)	\$120,000
	Subgrade Correction (muck)	
X	Storm Sewer	\$150,000
	Ponds	
X	Concrete Items (curb & gutter, sidewalks, median barriers)	\$200,000
X	Traffic Control	\$20,000
X	Striping	\$2,000
X	Signing	\$1,000
	Lighting	
X	Turf - Erosion & Landscaping	\$20,000
	Bridge	
	Retaining Walls	
	Noise Wall	
	Traffic Signals	
	Wetland Mitigation	
	Other Natural and Cultural Resource Protection	
	RR Crossing	
X	Other Roadway Elements	\$55,000
X	Roadway Contingencies	\$135,000
TOTAL CONSTRUCTION COST - PRELIMINARY ESTIMATE		\$808,000



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James Hovland

From: Ellen Jones 2 <ejsbusinessmail@mac.com>
Sent: Monday, November 16, 2015 8:48 PM
To: James Hovland; Kevin Staunton; Ann Swenson; Mary Brindle; Bob Stewart
Subject: Park Board Item

Dear City Council:

I am writing regarding November 17, City Council Agenda Item VII B., Grandview Facility Operational and Feasibility Study. The Park Board discussed this topic at our November meeting last week, however the draft minutes of that meeting do not appear to be in your packets. This park board meeting was televised so you may prefer to watch the meeting instead of reading my following comments. Some citizens have already commented to me about the televised meeting as it pertains to Grandview.

City Council has directed the parks staff to select a consulting team to assist with a Grandview facility operational feasibility study. I agree with Council and staff that this is the necessary next step in planning for the public portion of the Grandview site. My concern is about the consultant chosen for the arts portion of the feasibility study, Sutton & Associates. I do not think that Director Kattreh knew that George Sutton, who is the principle consultant in this proposal is also the Executive Director of the Sewell Ballet Company. I do know that some members on council are also aware that the Sewell Ballet Company has expressed an interest in relocating to Grandview should the City build an appropriate performance space.

There should be a clear separation between a consultant reviewing the financial feasibility of a project and a potential lessee. The City needs to be able to rely on consultant analysis that is unbiased and from an independent source, without any apparent conflict of interest. The final proposal needs to be beyond reproach. By using Sutton & Associates the City of Edina is unnecessarily opening itself up to criticism of the arts portion of the report and financial feasibility.

Using a different Arts consultant presents the opportunity to actually enhance the project. Sutton & Associates is primarily a performance arts consultant. We need a consultant with arts experience across the broad range of arts: visual, media, literary, and mixed, not only performance arts. Ideally, this consultant would have in-depth knowledge of this region and would also have exposure to the broader arts scene. A new consultant would bring fresh ideas and perhaps an arts vision worth exploring.

As expressed in the Park Board proceedings, I recommend that the City hire a different arts consultant for the arts part of the project, or have HGM perform most of this work and send out a smaller section to a different arts consultant.

Sincerely,
Ellen Jones



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: B.1.

To: Mayor and City Council

Item Type:
Minutes

From: Jackie Hoogenakker, Planning Administrative
Assistant

Item Activity:

Subject: Minutes: Planning Commission, October 14,
2015

Information

ACTION REQUESTED:

Please find attached October 14, 2015 Planning Commission Meeting Minutes.

INTRODUCTION:

ATTACHMENTS:

October 14, 2015 Planning Commission Minutes

**MINUTES OF THE
REGULAR MEETING OF THE PLANNING COMMISSION
CITY OF EDINA, MINNESOTA
CITY COUNCIL CHAMBERS
OCTOBER 14, 2015
7:00 PM**

I. CALL TO ORDER

II. ROLL CALL

Answering the roll call were: Hobbs, Lee, Strauss, Thorsen, Ma, Kivimaki, Nemerov, Olsen, Carr, and Platteter

Absent from roll: Forrest

III. APPROVAL OF MEETING AGENDA

Commissioner Carr moved approval of the September 30, 2015, meeting agenda. Commissioner Nemerov seconded the motion. All voted aye; motion carried.

IV. APPROVAL OF CONSENT AGENDA

Commissioner Carr moved approval of September 9, 2015 meeting minutes. Commissioner Lee seconded the motion. All voted aye; motion carried.

V. COMMUNITY COMMENT:

None

Commissioner Lee moved to close community comment. Commissioner Strauss seconded the motion. All voted aye; public comment period closed.

VI. PUBLIC HEARINGS

A. Site Plan with Variances. Bank of America. 6868 France Avenue, Edina, MN.

Planner Presentation

Planner Teague presented his staff report, findings and conditions for Bank of America, 6868 France Avenue, Edina, MN.

Teague concluded that staff recommends site plan approval with variances based on the following findings:

- The proposal would meet the required standards and ordinances for a Site Plan with the exception of the setback and parking space variances.
- The findings for a variance are met. The practical difficulty is caused by the unique triangular shape of the property with two street fronts on the two "long sides" of the site.
- The variance is reasonable. The building could be located on the site to meet the required setback. However, the City Code Section 36-618. (3) states that the City Council will consider exceptions to the setback requirements if the use creates an active pedestrian and streetscape environment. The applicant is proposing a boulevard style sidewalk along France and 69th, and has provided sidewalk connection from that sidewalk to the building. The applicant could develop the site to meet the setback requirements. In granting the requested variances, the overall site plan is improved and provides more green space.
- The project would be more pedestrian oriented with the conditions recommended by the city engineer.

Approval of the Site Plan is subject to the following conditions:

1. Subject to staff approval, the site must be developed and maintained in substantial conformance with the following plans, unless modified by the conditions below:
 - Site plan date stamped October 1, 2015.
 - Grading plan date stamped October 1, 2015.
 - Landscaping plan date stamped October 1, 2015.
 - Building elevations date stamped September 28 and October 1, 2015.
 - Building materials board as presented at the Planning Commission and City Council meeting.
2. Prior to the issuance of a building permit, a final landscape plan must be submitted, subject to staff approval. Landscape plan must meet all minimum Zoning Ordinance requirements. Additionally, a performance bond, letter-of-credit, or cash deposit must be submitted for one and one-half times the cost amount for completing the required landscaping, screening, or erosion control measures.
3. The property owner is responsible for replacing any required landscaping that dies.
4. Submit a copy of the Nine Mile Creek Watershed District permit. The City may require revisions to the approved plans to meet the district's requirements.

5. Compliance with the conditions required by the city engineer in his memo dated November 4, 2013.
6. Building plans are subject to review and approval of the fire marshal at the time of building permit.
7. Bike racks must be provided to meet minimum Zoning Ordinance requirements.
8. The Merrill Lynch Entrance on 69th Street shall be enhanced to resemble a storefront entry as recommended in the Comprehensive Plan. This could be accomplished with an awning or signage at the entry.

B. Recommend that the City Council approve the front setback variance from 35 feet to 20 feet for the ATM drive through, and a variance to allow an ATM drive through to be located on a side of a building that faces property zoned R-1, Single-dwelling unit district at 6868 France Avenue.

Approval is based on the following findings:

1. The variance criteria are met. The practical difficulty is caused by the unique triangular shape of the property with two street frontages on the two "long sides" of the site. To meet city code, the drive-through would have to be moved to behind the building toward France Avenue. In doing so, the circulation in the parking lot could be compromised. Additionally, moving the drive-through to the France Avenue side of the site could also compromise future development on the site. The area between the Tavern on France and the proposed bank could be a potential development site. Having a drive-through on France Avenue, similar to the existing drive-through on the site, would not promote a pedestrian friendly environment.
2. The drive-through location would simply replace an area that currently exists with parking. Cars are located there now. This area also sits lower than the street, and would be screened by evergreens that would grow to be five (5) feet tall.
3. The residential area to the west is heavily screened already by vegetation and fencing. Therefore, this drive-through would not be visible from existing homes. This area would be less visible from France Avenue than the existing drive-through on the site.
4. The drive-through would be adequately screened without compromising security.

Approvals of the Variances are subject to the following conditions:

1. Subject to staff approval, the site must be developed and maintained in substantial conformance with the following plans, unless modified by the conditions below:
 - Site plan date stamped October 1, 2015.
 - Grading plan date stamped October 1, 2015.
 - Landscaping plan date stamped October 1, 2015.
 - Building elevations date stamped September 28 and October 1, 2015.
 - Building materials board as presented at the Planning Commission and City Council meeting.

2. Prior the issuance of a building permit, a final landscape plan must be submitted, subject to staff approval. Landscape plan must meet all minimum Zoning Ordinance requirements. Additionally, a performance bond, letter-of-credit, or cash deposit must be submitted for one and one-half times the cost amount for completing the required landscaping, screening, or erosion control measures.
3. The property owner is responsible for replacing any required landscaping that dies.
4. Submit a copy of the Nine Mile Creek Watershed District permit. The City may require revisions to the approved plans to meet the district's requirements.
5. Compliance with the conditions required by the city engineer in his memo dated November 4, 2013.

Appearing for Applicant

Anita Thomas and Aaron Greene, with Gensler

Applicant Presentation

Ms. Thomas addressed the Commission informing them the proposed building is a ground up LEED certified flagship Bank of America Financial Center located in Edina and is part of a larger Planned Office District development. Thomas acknowledged the unique aspects of being part of a larger office development that blends well with the existing components while being mindful of future development opportunities. Thomas said the intent is to demolish the existing bank and drive through and replace it with the new Bank of America and drive through. Thomas pointed out to the Commission the landscaping, new seating areas and the additional entrance requested by the Commission and Council.

Mr. Greene with graphics illustrated the exterior materials, lighting features and landscaping.

Continuing, Thomas said the proposed development will include the constructions of new sidewalks, parking spaces, a corresponding storm water management system, lighting and landscape/irrigation. Thomas said the storm water management system would include both surface retention ponds and an underground storm water storage system. She also noted the location of the proposed remote drive-up ATM. Concluding, Thomas asked the Commission for their support.

Discussion

Commissioners raised the following:

- It is important that the sidewalk is extended past the drive-through ATM around the perimeter of the site.
- Ensure that parking areas are screened from the road and parking areas are screened internally.
- Disappointment was expressed that the building wasn't better reoriented along France Avenue; including relocation of the drive-through and that the plans presented were similar to the plans submitted at sketch plan.
- Consider adding landscaping to the parking islands north of the proposed building.
- Acknowledgment that the site itself is a difficult site with regard to building orientation and the drive-through location noting that the site is surrounded on three sides by a road.
- Acknowledgement that the exterior building materials are high quality stone; not metal panels.
- Consider redesigning the steel pole/column at the main entrance to the bank.

Public Hearing

Chair Platteter opened the public hearing.

No one spoke to the issue.

Commissioner Carr moved to close the public hearing. Commissioner Strauss seconded the motion. All voted aye; public hearing closed.

Discussion

A discussion ensued with the majority of the Commissioners expressing support for the project pointing out the difficulties faced with design options as it relates to the multiple street frontages and that the site is also part of a larger office park development and any development in this area impacts not only this corner but the entire site.

Motion

Commissioner Carr moved to recommend Site Plan Approval with variances subject to staff findings and staff conditions including the additional conditions:

- 9. The three existing islands in the parking lot north of the proposed building shall be landscaped including over-story trees.**

10. **Landscaping shall be added to the south side of the new parking lot that is to be west of the new building. This landscaping shall provide screening of the parking lot.**
11. **Boulevard trees must be included on the final landscape plan subject to review and approval of the city forester.**
12. **The sidewalk on the east side of Wooddale/69th Street shall be continued to the north within the limits of the proposed project. This sidewalk would eventually be continued to 66th Street upon further development on this site.**

Commissioner Strauss seconded the motion. Ayes; Hobbs, Lee, Thorsen, Strauss, Carr. Nays; Olsen, Nemerov and Platteter. Motion carried.

B. Zoning Ordinance Amendment – Taprooms, Brewpubs, Wineries and Distilleries

Planner Teague delivered his presentation summarizing each section in the proposed Ordinance Amendment:

- Section 1. Definitions. Each of the uses are defined. They include: Brewery, Brewpub, Distillery, Cocktail Room, Taproom, and Winery. These definitions are consistent with state law, with each of the cities surveyed, and are recommended by the city attorney.
- Section 2. Parking Regulations – Parking regulations for each of the uses are defined. The ordinance proposed for taprooms requires one (1) space per forth (40) square feet.
- Section 3. Brewpubs (Where would they be allowed). Brewpubs are proposed to be allowed in the City’s Commercial Zoning Districts (PCD-1, 2 and 3). They would be considered a permitted use just like a restaurant. Teague noted an example of a brewpub would be Granite City.
- Section 4. Brewery, Distillery, Taproom, Winery, Cocktail Room (Where would they be allowed). A brewery distillery, cocktail room, taproom and winery would only be allowed in the PID, Planned Industrial District.
- Section 5. Mobile Food Unit (Food Trucks). A licensed mobile food would is allowed as an accessory use to a taproom, winery, distillery or cocktail room. This helps address the issue of serving food at these establishments. A food truck is only allowed in the industrial district, if it is accessory to these uses.
- Section 6. Provides the regulations for breweries, taprooms, wineries, distilleries, cocktail rooms and brewpubs. Teague further noted that existing code standards would be applied; restrictions, controls and design standard which because of the nature of their operation are accompanied by an excess of noise, vibration, dust, dirt, smoke, odor, noxious gases, glare or wastes shall not be permitted. These residual features shall be considered as “excessive” when they either exceed or deviate from the limitations set forth in the performance specifications for each issue.

Discussion

Chair Platteter inquired if food trucks were allowed would they need to be licensed. Planner Teague responded in the affirmative, adding food trucks would be licensed by the City of Edina Health Division.

Commissioner Carr commented that as she viewed the ordinance language she suggested that "mobility" be clarified with regard to the mobile food unit. She said she doesn't want the "trucks" stored on site. Commissioner Nemerov agreed, adding language could be added that would read "during hours of operation" or something like that. Commissioners agreed.

Commissioner Nemerov noted he was interested in the suggestion Commissioner Carr offered at the last Planning Commission meeting that there should be a distance for taprooms, etc. from a school. Continuing, Nemerov pointed out that in his opinion 36-113 dd "one space per 1,000 gross square feet of production floor area; Spaces" doesn't flow right. Teague agreed and suggested adding the word "and". Commissioners agreed "and" clarified the sentence; with regard to the distance from schools Teague said he would check into that; however believed that is part of the liquor ordinance.

Chair Platteter opened the public hearing.

Public Hearing

No one spoke to the issue; Commissioner Thorsen moved to close the public hearing. Commissioner Strauss seconded the motion. All voted aye; public hearing closed.

Discussion

Commissioners stated they felt that this ordinance amendment would be good for the City; noting that there is interest in these types of facilities.

Motion

Commissioner Olsen moved to recommend amending the zoning ordinance based on staff findings and subject to staff conditions including addressing the mobility issue of food trucks in the industrial zoning district. Planner Teague said he would add a sentence in 36-1275 that addresses outdoor storage of food trucks. It was also suggested that the ordinance be amended to add the word "and" to 36-1311 dd. Commissioner Strauss seconded the motion. All voted aye; motion carried.

VII. CORRESPONDENCE AND PETITIONS

Chair Platteter acknowledged back of packet materials.

VIII. CHAIR AND COMMISSION COMMENTS

Commissioner Carr updated Commissioners on the progress of the Greater Southdale Area Working Group. Carr reported that the work group has divided the Greater Southdale Area into four quadrants and will break up into sub teams to study each quadrant.

Commissioner Thorsen reported on the transportation element of the Grandview Area.

IX. STAFF COMMENTS

Planner Teague reported the City Council approved the subdivision request for Crest Lane and continues to work on the Affordable Housing plan.

X. ADJOURNMENT

Commissioner Thorsen moved adjournment at 9:00 pm. Commissioner Strauss seconded the motion. All voted aye; motion carried.

Respectfully submitted



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: B.2.

To: Mayor and City Council

Item Type:
Minutes

From: Jackie Hoogenakker, Planning Administrative
Assistant

Item Activity:

Subject: Minutes: Planning Commission, September 30,
2015

Information

ACTION REQUESTED:

INTRODUCTION:

ATTACHMENTS:

September 30, 2015 Planning Commission Minutes

**MINUTES OF THE
REGULAR MEETING OF THE PLANNING COMMISSION
CITY OF EDINA, MINNESOTA
CITY COUNCIL CHAMBERS
SEPTEMBER 30, 2015
7:00 PM**

I. CALL TO ORDER

II. ROLL CALL

Answering the roll call were: Hobbs, Lee, Strauss, Thorsen, Ma, Kivimaki, Nemerov, Olsen, Carr, Forrest and Platteter

III. APPROVAL OF MEETING AGENDA

Commissioner Thorsen moved approval of the September 30, 2015, meeting agenda. Commissioner Strauss seconded the motion. All voted aye; motion carried.

IV. APPROVAL OF CONSENT AGENDA

Commissioner Thorsen moved approval of September 9, 2015 meeting minutes. Commissioner Nemerov offered an amendment to the minutes. Commissioner Lee seconded the motion. All voted aye; motion carried.

V. COMMUNITY COMMENT:

None

VI. PUBLIC HEARINGS

A. Variance. Edina Pet Hospital LLC. 7701 Cahill Road, Edina, MN

Planner Presentation

Planner Teague presented his staff report noting the following:

Staff believes the proposal is justified for the following reasons:

1. The site contains mature trees and utility equipment including a telephone pole and cable that would prevent a code compliant sign to be located in the southwest corner of the site.
2. The building has little visibility for clients coming to the site from the east on 78th Street.
3. The building sits lower than 78th Street, which adds to the difficulty in visibility.
4. The two signs combined would be less than half of the square footage allowed for monument signs on this site.
5. The variance criteria are met.

Planner Teague said the practical difficulty is the site's location at 78th and Cahill, two very busy streets. There are mature trees, and utilities located along the south lot line that creates a practical difficulty in meeting the setback requirement. The building and site in general sits lower than the street; the building is screened by mature trees as traffic approaches the site from the east on 78th. Customers may miss the turn on Cahill, as there is no building identification along 78th Street. A much larger (80 square foot) Code compliant sign could be located at the southwest corner of the site; however, utilities would have to be moved, and mature trees would have to be taken out.

Continuing, Teague said the unique circumstances are the location of the above mentioned utility equipment and the mature trees along south lot line.

Planner Teague concluded that staff recommends approval of the requested variances for 7701 Cahill Road, based on the following findings:

1. The practical difficulty is caused by the location of utilities and mature trees along the south lot line that would prevent the applicant from building a larger sign to meet the City Code requirements.
2. The building and site in general sits lower than the street; the building is screened by mature trees as traffic approaches the site from the east on 78th. Customers may miss the turn on Cahill, as there is no building identification along 78th Street.
3. The two signs combined would be less than half of the square footage allowed for monument signs on this site.

Approval is subject to the following conditions:

1. The site must be developed and maintained in conformance with the following plans:

- Site Plan dated stamped August 17, 2015.
- Sign plans and elevations date stamped August 17, 2015.

Appearing for the Applicant

Jill Eversman, Edina Pet Hospital

Discussion

Commissioner Carr asked if snow removal could compromise sight lines for the new sign. Planner Teague responded that West 78th Street is a busy street and snow removal and maintaining sight lines is a priority, adding the sign should not be compromised because of its location on the property; off the right-of-way.

Commissioner Forrest questioned the distance between the sign and the corner. Teague responded the distance is 40+ feet.

Commissioner Strauss asked if there are any future plans to add a sidewalk on that side of West 78th Street that could impact the sign. Planner Teague responded that he is unsure of future sidewalk plans; however, the sign wouldn't be compromised because the sign is located on the property; not the right-of-way.

Commissioner Nemerov raised the question of practical difficulties with regard to the setback for the sign and suggested that if approved another finding (#4) be added that acknowledges another difficulty in meeting setback would require the removal of a large tree.

Applicant Presentation

Ms. Eversman addressed the Commission and explained she met with City staff and between them they determined the importance of the existing large tree and the City's goal to retain as many of the large trees as possible.

Ms. Eversman further explained that because the building sits lower visibility is especially difficult as traffic approaches the site from the east. Eversman said when it's an emergency situation people sometimes drive right by. She stated the additional sign would aid in finding the hospital.

Public Hearing

Chair Platteter opened the public hearing.

No one spoke to the issue.

Commissioner Thorsen moved to close the public hearing. Commissioner Lee seconded the motion. All voted aye; public hearing closed.

Motion

Commissioner Thorsen moved variance approval based on staff findings and subject to staff conditions. Thorsen further suggested that a finding is added to the practical difficulties indicating that preserving the large tree supports the need for a 10-foot sidewalk setback. Commissioner Olsen seconded the motion. All voted aye; motion carried.

B. Variance. John Colliander. 6012 Halifax Avenue, Edina, MN.

Planner Presentation

Planner Aaker informed the Commission the applicant is requesting a 1.3-foot side yard setback variance to add an addition to the south side of the existing garage. Aaker reported the following

Staff believes that the practical difficulty is that the home was originally built as a rambler and was subsequently remodeled with a 2nd floor added by a previous home owner and prior to the current (deeper), setback requirements. The current design proposal has been based on the previous code that would have allowed for a 5 foot setback on both sides if wall height doesn't exceed 15 feet. The lot is pie shaped as is the neighbors, so structures move farther from one another as they go back in their respective properties reducing any impact on neighboring properties.

Continuing, Aaker said the addition makes sense given the existing floor plan and location of the garage. The narrow garage cannot be improved upon without the benefit of a variance. The garage is currently substandard and is not a two car width garage as required by city code.

Planner Aaker concluded that staff recommends that the Planning Commission approve the variance based on the following findings:

1. The property with an addition of the garage width, mudroom and pantry and the request to deviate from the side yard is a reasonable use of the property.

2The home is appropriate in size and scale with the addition of garage width allowing reasonable use of the under-sized two car garage.

3There is a practical difficulty in meeting the ordinance requirements due to the existing floor plan and desire to maintain the character of the home.

4There are circumstances unique to the property that necessitates a variance to make reasonable use of the property. The garage is currently under sized with the proposed additions minimal to create functional spaces.

Aaker concluded that approval is subjects to the following conditions; the site must be developed and maintained in substantial conformance with the following plans, unless modified by the conditions below:

- Architectural site plans date stamped: August 28, 2015
- Building plans/ elevations date stamped: August 28, 2015.

Appearing for the Applicant

Jon Colliander, Applicant and Shawn Everts and Anne Reddy, Homeowners

Discussion

Commissioner Thorsen asked staff if the City has a standard two stall garage width. Planner Aaker responded that the City doesn't have language that addresses minimum or maximum two stall garage width; however, she said 22'X22" or larger is what the City sees most often for a two stall.

Commissioner Nemerov asked when the original house was built. Planner Aaker responded she is unsure of the exact date; however believes it predates the 1960's.

Commissioner Lee asked Planner Aaker if the existing home was compliant. Planner Aaker responded in the affirmative, adding the reason a variance is needed now was because of the June 2015 ordinance change.

Commissioner Carr asked if the City received any comments from neighbors. Planner Aaker responded no negative comments were received.

Commissioner Hobbs asked Planner Aaker if the driveway was changing. Planner Aaker responded at this time she is unsure if the driveway would change. She explained that driveways do not require permits; however, a new curb cut would require a permit from the Engineering Department.

Commissioner Forrest asked for clarification on the variance. Planner Aaker explained that this past June the zoning ordinance changed requiring a 60-foot wide lot to require a minimum setback of 12-feet total with no less than 5-feet on one side. Aaker pointed out the current setback on one side is 5-feet; therefore in order to be compliant with the new code the setback

on the opposite side would need to be 7-feet. The applicants are requesting a setback of 5.7-feet; not the required 7-feet; therefore a 1.3-foot side yard setback is required.

Applicant Presentation

Mr. Colliander explained that the new homeowners would like a larger garage door to provide adequate clearance. Colliander said the current garage door width is 15-feet and the homeowners desire a 16-foot wide door for better maneuverability.

Chair Platteter opened the public hearing.

Public Hearing

No one spoke to the issue.

Commissioner Thorsen moved to close the public hearing. Commissioner Carr seconded the motion. All voted aye; public hearing closed.

Discussion

Commissioner Forrest commented if approved it is good to note that the side requiring the variance abuts the neighbor's garage. Mr. Everts agreed. He added the next door neighbors support the request as proposed.

Commissioner Nemerov said he wonders if this would pass the "bobcat" test. Planner Teague responded he is unsure of that; however required clearance is 3-feet. Commissioner Lee agreed that it is a valid point on how machines get onto the property without trespass.

Commissioner Forrest asked if the stoop would be removed. Mr. Colliander responded in the affirmative.

Commissioner Lee stated for the record that she is having difficulty justifying the variance. She said the previous addition took a rambler and made a two story home which took advantage of the existing floor plan/foundation; adding an interior element which is now an issue. Lee said in her opinion the end result is a significant change for the neighborhood that she can't support.

Commissioner Carr commented she agrees that the floor plan shouldn't be an issue to support the variance; however, in her opinion the angled lot shape created the practical difficulty; supporting the need for a variance

Motion

Commissioner Carr moved variance approval based on staff findings and the additional finding that the angle of the lot presents a practical difficulty. Commissioner Forrest

moved to amend the findings to include impact is minimal due to the garage to garage layout between homes. Commissioner Strauss seconded the motion. Ayes; Hobbs, Strauss, Thorsen, Nemerov, Olsen, Carr, Forrest, Platteter. Nay, Lee. Motion carried.

C. Variance. Andrew Vick. 5120 West 44th Street, Edina, MN

Planner Presentation

Planner Aaker told the Commission the setback variances are being requested to add onto a home located in the north east corner of West 44th Street and Brookside Terrace. The owner is requesting a variance to allow an addition to his home at nearly the same nonconforming front yard setback along West 44th Street as existing and an extension to the west side of the home that will provide a 15.7 foot setback from Brookside Terrace. Improvements will include a basement rec room, a main floor living room and a master bedroom with bath on the second level. A conforming mud room behind the home is also proposed. The owner is proposing a patio on the west side of the home to be located 6 feet to the westerly lot line/Brookside Terrace. The project is a major remodel and addition to an existing nonconforming single family home. The architect has indicated that less than 50% of the existing exterior wall area will be removed for the project.

Aaker explained that all of the improvements will allow for a reasonable expansion of the property given the existing floor plan and deep setback requirements from both West 44th Street and Brookside Terrace. The property must maintain two front yard setbacks along both 44th Street and Brookside. The required setback from west 44th Street is established by the front yard setback of the home to the east located at 5116 West 44th Street. The home to the north fronts Brookside Terrace so the setback for the subject property is dictated by the front yard setback of the neighbor to the north. The home to the north facing Brookside and located at 4375 Brookside Terrace is farther back on their lot, (30.1 feet), than the minimum 15 side street setback standard required for a typical corner lot.

Continuing, Aaker reported that the subject property is located on the north side of west 44th Street and east of Brookside Terrace consisting of a two story home with a detached two car garage built in 1920. The lot is 11,360 square feet in area. The owner is proposing additions and improvements to be setback from the front, (south), lot line approximately 48.7 feet, which is almost the same distance as the existing home at 48.9 feet. The west side wall of the new home addition will be at 15.7 feet from Brookside Terrace with a proposed patio to be within 6 feet of the westerly/Brookside Terrace lot line. The patio requires a setback variance from the west lot line of 24.1 feet.

Aaker noted that the setback from Brookside Terrace is established by the front yard setback of the home to the north, which was built at a much later date, (1978), than the subject home built in 1920. If there were no adjacent homes fronting Brookside Terrace then the side street setback from Brookside Terrace for the subject home would be 15 feet and the addition would be conforming. However, the

patio as proposed would still not conform to a typical 15 foot side street. Continuing, Aaker noted that spacing between the home to the north and the side wall of the detached garage closest to the adjacent home will remain at over 60 feet. The back wall of the home will still be over 110 feet from the closest point of the home to the north. So spacing between improvements and the existing home to the north will remain generous.

Planner Aaker concluded that staff recommends approval of the requested variances with the exception of the patio setback from Brookside Terrace. The patio should be approved at a setback no closer to Brookside Terrace than the addition to the home. Approval is based on the following findings:

The proposal meets the required standards for a variance, because:

- a) The practical difficult is caused by the location of the home to the north and the home to the west.
- b) The encroachment into the setback will maintain a typical side street setback of 15 feet.
- c) The request is reasonable given the location of the existing home.

Approval of the variance is also subject to the following condition:

1. The home must be construction per the proposed plans date stamped, August 28, 2015.

Appearing for the Applicant

Andrew and Janelle Vick

Discussion

Commissioner Lee asked if the City has any plans to improve Brookside Terrace. Planner Aaker responded that Brookside Terraces has been a gravel road for decades and to date the City has no plans to improve it.

Commissioner Olsen asked if the patio indicated on the plans is an existing structure. Planner Aaker responded it is; however, the setback for the existing patio is non-conforming; and if replaced as indicated would need a variance. Aaker explained staff felt that the setback variance for the patio could be avoided with redesign.

Applicant Presentation

Ms. Vick addressed the Commission and explained that Brookside Terrace is a gravel "street" that serves two homes to the rear of their property. Ms. Vick said their plans were shared with all neighbors who have indicated their support for the project.

With regard to the patio Mr. Vick said the patio would be rebuilt exactly as is; the size would not be increased. This allows the grove of trees that screen the patio to remain.

Commissioner Carr asked for clarification on the patio. The architect reported that the existing patio would be removed to accommodate the renovations and then rebuilt.

Chair Platteter asked if any trees would be removed. Mr. Vick responded that one tree would be removed, adding they recently planted a new Locust tree which would remain.

Chair Platteter opened the public hearing

Public Hearing

No one spoke to the issue. Commissioner Carr moved to close the public hearing. Commissioner Olsen seconded the motion. All voted aye; motion to close public hearing carried.

Discussion

A discussion ensued on the existing patio and the patio after renovations are completed with Commissioners noting as presented that patio is buffered by a row of trees. Commissioners indicated they want those trees to remain.

Commissioner Carr commented that she can support the request as submitted including the variance for the patio. She acknowledged the discussion on the patio and staff's position that it could be redesigned to conform; stating she supports all variances including the variance for the patio being rebuilt in its entirety. Commissioner Hobbs said he agrees. Maintaining that row of trees is important and impact from the patio if any is minimal.

Commissioner Thorsen also noted that the "street" Brookside Terrace could be considered a "shared driveway" since it only serves two homes.

Chair Platteter asked if any portion of the patio was in the right-of-way. Planner Aaker responded that the patio was not in the right-of-way.

Commissioner Lee said it was refreshing to see the majority of the house being left. She said the plans as presented are great; it's a good approach, adding the street scape is interesting and the flow continues to make sense.

Motion

Commissioner Olsen moved variance approval based on staff findings to include approval of the patio as depicted. Commissioner Carr seconded the motion. All voted aye; motion carried.

D. Variance. Meriwether felt. 4100 Grimes Avenue, Edina, MN.

Planner Presentation

Planner Aaker told the Commission the subject property is located west of Grimes Ave. consisting of a two and one half story home with a detached two car garage. The applicant is planning to move the detached garage back farther into the rear yard remodel the interior of the home and add a front porch to the façade to add interest and character to the home.

The plan includes a front porch addition which requires a front yard setback variance. The front porch is proposed to be 8.58' x 12.5' or 107.25 square feet in area. The zoning ordinance requires that the front yard setback is established by averaging the front yard setbacks of the homes on either side. The average front yard setback required for the subject property is 35.34 feet.

The existing home provides a 35.46 foot front yard setback which is slightly farther back than the average. The ordinance allows a porch to encroach into the required front yard setback area by a maximum of 80 square feet. The porch is proposed to be 8.58 feet deep by 12.5 feet wide. The porch exceeds the allowable encroachment of 80 square feet in the front yard area by 28 square feet.

Aaker pointed out the home was originally a rambler built in 1958 that had a 1&1/2 story addition added in 1998 by a previous owner. The plan for a porch improves upon a previous remodel and addition to the original rambler with the current structure providing enough space without the need for a complete teardown-rebuild of the home. If the existing home were removed, a conforming plan could be designed with the desired front porch. The plan is to maintain the existing home so retrofitting the existing structure can be difficult given the current code requirements. The goal is to allow enough porch area to balance the front façade and allow seating.

Planner Aaker concluded that staff supports the variance as proposed and puts forth the following findings:

1. With the exception of the variance requested, the proposal would meet the required standards and ordinances for the R-1, Single Dwelling Unit District. The additions are to an existing home and must conform regarding current conditions. A porch would be easily attainable with all new construction, (tear-down/re-build).
2. The proposed porch will blend well with the eclectic nature of the Morningside neighborhood.
3. The imposed setback limits design opportunity for a porch. The intent of the ordinance is to provide adequate spacing from the street. The addition will enhance the property and will

not detract from the surrounding neighborhood and will still provide adequate spacing to the street.

Appearing for the Applicant

Meriwether Felt, Architect and Jonathan Glover property owner,

Discussion

Commissioner Forrest noted that the proposed porch must remain open. Planner Aaker agreed adding approval is conditioned on the porch remaining open.

Commissioner Carr asked how far the porch would encroach into the front yard setback. Planner Aaker responded the encroachment is between 8.5-9-feet and the porch is 12 ½-feet wide.

Chair Platteter opened the public hearing.

Public Hearing

No one spoke to the issue.

Commissioner Carr moved to close the public hearing. Commissioner Strauss seconded the motion. All voted aye; motion varied.

Discussion

Commissioner Strauss questioned if the Commission should revisit the 80 sq. ft. allowance if it appears that “number” isn’t working and the Commission continues to get variance requests. Chair Platteter commented that it doesn’t happen often; however, it’s a good point. Commissioner Forrest said originally the thought was to cover the stoops; however, in some instances covering the stoop can exceed the allowance.

A discussion ensued with Commissioners agreeing the request made sense; the porch was proportional and reasonable.

Motion

Commissioner Car moved approval of the variance subject to staff findings and staff conditions. Commissioner Nemerov seconded the motion. All voted aye; motion carried.

VII. REPORTS AND RECOMMENDATIONS

A. Zoning Ordinance Amendment – Taprooms, Brewpubs, Wineries and Distilleries.

Planner Presentation

Planner Teague reported that the City Council is considering an amendment to Chapter 4 of the City Code regarding alcoholic beverages. As part of that consideration the Planning Commission is asked to consider a zoning ordinance amendment to allow taprooms, brewpubs, breweries, and distilleries in Edina. Teague explained that currently code allows a brewery, distillery and winery in the PID, Planned Industrial District; however doesn't allow a brewpub or taproom anywhere. The reason being is that currently a restaurant like Granite City the restaurant use is permitted; however, the distilling is not permitted in the PCD or MDD districts. Likewise a distillery is an approved use in the PID zoning district; however, a taproom or cocktail room would not be a permitted use in that district because the "retail" component isn't allowed. Thus the need for amending the code.

Teague said the City Council would like feedback from the Commission on amending the code to allow Taprooms, Brewpubs and Distilleries. Concluding, Planner Teague delivered a presentation highlighting Taprooms and Brewpubs in other communities and how those communities address them.

Discussion

Chair Platteter asked if a brewpub would be tied to food. Planner Teague responded that the draft ordinance for a brewpub requires a minimum of 30 restaurant seats. Teague explained that currently manufacturing isn't permitted in the PCD district and the brewpub concept includes manufacturing with restaurant.

Commissioner Thorsen stated with regard to allowing taprooms and the manufacturing of beer in the PID zoning district it may be wise to also allow food or food trucks. Planner Teague said the problem with that is a "sit down" food establishment and/or food trucks are not an allowed use in the PID zoning district. The PID district is for manufacturing; no retail which is why the code needs to be amended to allow not only the manufacturing aspect but the use of a "taproom" or "cocktail" room. Allowing food would be an additional component.

Continuing, Thorsen said in his opinion if the City wants successful taprooms allowing food trucks in the PID zoning district would be important. Commissioners said they agreed, adding it is wise to allow food where alcoholic beverages are served.

Commissioner Carr questioned if the City would put limitations on the number of taprooms or brewpubs allowed in the City. Teague responded that he believes there would be no limit; however, parking would need to comply, which may reduce location options. Chair Platteter questioned if there was a radius limit for proximity to residential or schools. Planner Teague responded that is addressed as part of the liquor permit licensing requirements

Commissioner Hobbs asked if law enforcement had weighed in on the proposed changes. Teague said law enforcement is involved and so far no red flags have been raised. Hobbs said it would be interesting to hear if "crime" went up in communities after they permitted taprooms and brewpubs. Teague said he would be willing to look into that and report back.

Commissioner Strauss asked if anyone knows the hours of operation for taprooms, adding he assumes brewpubs would be open regular restaurant hours. It was reported that taprooms usually have limited hours because the owner(s) of the taproom(s) may also work another job. It was noted taprooms usually have limited evening and weekend hours.

Commissioner Hobbs also asked if odor from distilling could become an issue. Planner Teague responded that odor is hard to assess; however, the City's health department may know about the odor aspect of operating taprooms or brewpubs, adding he can check with them.

Chair Platteter asked Planner Teague if other zoning districts should be considered. Planner Teague said he took a more conservative approach. Commissioners agreed a more conservative approach may be best until the City sees how the code amendments are working.

Commissioner Nemerov asked if staff has received any feedback from those in the industry. Teague responded that he has received at least 5 inquiries from people wanting to open brewpubs; nothing on taprooms.

A discussion ensued with Commissioners in agreement that the proposed amendments are worth recommending and if the City Council decides to amend the code the following should be studied and/or recommended:

- The Commission recommended that if the Council recommends approval of taprooms in the PID zoning district that they should seriously consider allowing food trucks in Edina. Commissioners said if allowed food trucks could be permitted only in specific zoning districts.
- Survey other communities and find out if there had been any complaints on odors from the brewpubs and distilleries
- Survey other communities and find out if law enforcement has noticed a "peak" in crime.

A discussion ensued on parking with staff explaining that parking would be addressed on a case by case basis and if enough parking isn't found a variance would be required. Commissioner Olsen said in certain instances she can see the use of shared parking. Teague agreed especially in large commercial and industrial nodes where shared parking is a common occurrence.

Planner Teague thanked Commissioners for their input.

VIII. CORRESPONDENCE AND PETITIONS

Chair Platteter acknowledged back of packet materials.

IX. CHAIR AND STAFF COMMENTS:

Commissioners shared their comments on the differing committees they serve on.

X. ADJOURNMENT:

Commissioner Olsen moved meeting adjournment at 9:50 pm. Commissioner Strauss seconded the motion. All voted aye; motion carried.

Respectfully submitted



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: B.3.

To: Mayor and City Council

Item Type:
Minutes

From: Joyce Repya, Senior Planner

Item Activity:
Information

Subject: Minutes: Heritage Preservation Board, October
13, 2015

ACTION REQUESTED:

None.

INTRODUCTION:

Minutes from October 13, 2016 Heritage Preservation Board Meeting.

ATTACHMENTS:

Minutes: Heritage Preservation Board, October 13, 2015

Minnesota State Historic Preservation Office (MNSHPO) has invited the city to participate in the nomination process by submitting letters from the HPB as well as Mayor Hovland providing an opinion on the proposed nomination.

Ms. Repya recommended that the board vote to provide MNSHPO with a letter of support for the upcoming National Register consideration. She added that she would also recommend that the board vote to commence with the local Edina Heritage Landmark designation of the bridge as identified in the HPB's 2015 and pending 2016 work plans.

Motion:

#1- Member O'Brien moved to provide the MN State Historic Preservation Office with a letter of support for the upcoming consideration of adding the Wooddale Bridge to the National Register of Historic Places. Member Birdman seconded the motion. All voted aye. The motion carried.

#2- Member Birdman moved that the HPB commence with the local designation of the Wooddale Bridge as identified in the HPB work plans for 2015 & 2016. Member McLellan seconded the motion. All voted aye. The motion carried.

C. Educational Opportunities Committee

Committee Chair Christiaansen provided the board with an overview of the committee's goals that focus on providing opportunities for the Edina community to engage in celebrating Edina's heritage throughout the year with special events occurring during Preservation Month (May).

The goals identified include:

1. Continue to organize tours of neighborhoods and landmarks in Edina throughout the year.
2. Continue the Annual Heritage Award - presented in May.
3. Organize a community education class on the Heritage of Edina.
4. Begin research on the possibility of collaborating with EHS students to develop an Edina Heritage app and/or digital map.
5. Begin research on the possibility of organizing an art/photography/writing competition for residents to showcase Edina Heritage - culminating in May to celebrate Preservation Month.

The board engaged in a conversation on the identified goals. It was suggested that the committee also consider collaborating with the Edina Historical Society (EHS) to encourage the community to utilize the strength of both the EHS and the HPB.

D. 2015 State Preservation Conference: Sept. 17 & 18: Report from Member Sussman

Member Sussman provided an overview of the State Preservation Conference he attended in Little Falls representing the Edina HPB. He pointed out that this year is particularly significant since it is the 50th anniversary of the National Preservation Act - consequently, there is a large national directive for local governments to set their preservation standards; and to consider the significance of the recent history of the community too. Mr. Sussman concluded his comments by encourage fellow board members to participate in future state conferences which provide an excellent opportunity to step outside our community and see how preservation issues are being handled throughout Minnesota.

E. 2015 Annual Certified Local Government (CLG) Report

Planner Repya provided the board with a copy of the 2015 Annual CLG Report which provides information on Edina's Heritage Preservation activities for fiscal year 2015 (October 1, 2014 - September 30, 2015). Ms. Repya explained that a copy of the report will be provided to the City

Council at the annual work session in December to compliment the report on the 2015 work plan activities.

VII. CORRESPONDENCE & PETITIONS - None

VIII. CHAIR AND MEMBER COMMENTS

Member Sussman commented that Marci Matson, the Executive Director of the Edina Historical Society is retiring as of October 21st, and he suggested the HPB send a letter of appreciation to Ms. Matson for the work she has done to further historic preservation in Edina during her tenure. The board agreed that would be a good idea. Planner Repya agreed to send a letter to Ms. Matson on the board's behalf.

IX. STAFF COMMENTS

Planner Repya reported that the next meeting date will be November 10, 2015.

X. ADJOURNMENT

7:45 p.m.

Respectfully submitted,
Joyce Repya



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: B.4.

To: Mayor and City Council

Item Type:
Minutes

From: Ann Kattreh, Parks & Recreation Director

Item Activity:
Information

Subject: Minutes: Park Board, October 13, 2015

ACTION REQUESTED:

None.

INTRODUCTION:

Approved Park Board Minutes, October 13, 2015.

ATTACHMENTS:

Park Board, October 13, 2015



Minutes
City Of Edina, Minnesota
Park Board
Edina City Hall, Community Room
October 13, 2015, 7 p.m.

I. Call To Order

Chair Gieseke called the Oct. 13, 2015 Park Board meeting to order at 7 p.m.

II. Roll Call

Answering roll call were Chair Gieseke, Members Cella, Greene, Nelson, Jones, Segreto, Strother, Crist and Lohani. Absent were Members Good and McCormick. Staff present were Ann Kattreh, Susan Faus, Janet Canton, Amanda Clarke, Eric Boettcher, Patty McGrath, Susie Miller, Joe Abood, Donna Tilsner, Tom Shirley, MJ Lamon

III. Approval Of Meeting Agenda

Motion made by Member Segreto to approve the agenda. Motion seconded by Member Strother. Motion carried.

IV. Approval Of Meeting Minutes

Motion made by Member Strother to approve the Sept. 8, 2015 minutes. Motion seconded by Member Cella. Motion carried.

V. Special Recognitions and Presentations

None

VI. Community Comment

None

VII. Reports/Recommendations

A. Novus Board View Presentation

MJ Lamon, Project Coordinator, made a presentation to the Park Board regarding the new agenda management software program that the city is now using for City Council, boards and commissions meetings.

B. 2016 Parks & Recreation Fees and Charges

Susan Faus, Assistant Parks & Recreation Director, presented the fees and charges to the Park Board. Staff members were present to answer Park Board's questions and the Park Board discussed the proposed 2016 fees and charges. No changes were made to the proposed 2016 Parks & Recreation fees and charges.

VIII. Chair and Member Comments

Chair Gieseke thanked Member Jones for meeting with the resident who was at last month's meeting concerned about buckthorn. Member Jones stated that after meeting with the resident she thinks the resident feels better about the situation. Ms. Kattreh added that staff also met with the resident.

IX. Staff Comments

Director Kattreh gave the following updates:

- Construction at Braemar Golf Course is going great and added a lot of buckthorn has been eliminated and the Driving Range is going to be spectacular
- Richard Mandell will be in Edina in early November to give a public presentation of the final version of the master plan
- Tin Fish will be open all winter at Braemar Golf Course
- Braemar Field has been rented out through the end of October, and the dome will be going up the first week of November
- Recently there were two grand openings; one for the Promenade Phase IV and one for Pamela Park
- There were two bidders that came in for the Pickleball courts at Rosland Park and both were high; they will be re-bidding the project in January
- Director Kattreh stated she feels confident that by the end of the year the City of Edina will own 2/3 of Weber Woods; they are close to reaching an agreement with the City of Minneapolis
- Last week the city received a grant for \$6,000 for bike racks
- There will be a work session with the City Council on Oct. 20 regarding the Strategic Plan; all of the information is the same but has been reformatted

X. Adjournment

Chair Gieseke made a motion to adjourn the meeting at 8:18 p.m. Member Greene seconded. Meeting adjourned.



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
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Date: November 17, 2015

Agenda Item #: XII.

To: Mayor and City Council

Item Type:

From: Debra A. Mangen, City Clerk

Item Activity:

Subject: Schedule of Meetings, Events & Dates As Of
November 17, 2015

Information

ACTION REQUESTED:

INTRODUCTION:

ATTACHMENTS:

Schedule of Meetings, Events & Dates As Of November 17, 2015

CITY COUNCIL SCHEDULE OF UPCOMING MEETINGS/DATES/EVENTS AS OF NOVEMBER 17, 2105

SCHEDULE OF UPCOMING MEETINGS/DATES/EVENTS

Tues	Nov 17	Work Session – 2016-17 Human Services Funding Human Rights & Relations Commission	5:30 P.M. 6:00 P.M.	COMMUNITY ROOM
Tues	Nov 17	Regular Meeting	7:00 P.M.	COUNCIL CHAMBERS
Thur	Nov 26	THANKSGIVING DAY HOLIDAY OBSERVED – City Hall Closed		
Fri	Nov 27	DAY AFTER THANKSGIVING HOLIDAY OBSERVED – City Hall Closed		
Tues	Dec 1	Work Session – Finalize 2016 Work Plans/2016-2017 Budget	5:30 P.M.	COMMUNITY ROOM
Tues	Dec 1	Regular Meeting	7:00 P.M.	COUNCIL CHAMBERS
Sat	Dec 5	Town Hall Meeting	10:00 A.M.	PAMELA PARK SHELTER
Tues	Dec 8	Special Meeting – Public Improvement Hearing 2016 Construction Projects	6:00 P.M.	COUNCIL CHAMBERS
Tues	Dec 15	Work Session – Southdale Working Group Work Session – Heritage Preservation Board	5:30 P.M. 6:0 P.M.	COMMUNITY ROOM
Tues	Dec 15	Regular Meeting	7:00 P.M.	COUNCIL CHAMBERS
Thur	Dec 24	CHRISTMAS EVE HOLIDAY OBSERVED – City Hall Closed		
Fri	Dec 25	CHRISTMAS DAY HOLIDAY OSBERVED – City Hall Closed		
Fri	Jan 1	NEW YEAR’S DAY HOLIDAY OBSERVED – City Hall Closed		
Tues	Jan 5	Work Session – TBD	5:30 P.M.	COMMUNITY ROOM
Tues	Jan 5	Regular Meeting	7:00 P.M.	COUNCIL CHAMBERS
Mon	Jan 18	REV. DR. MARTIN LUTHER KING JR.,DAY HOLIDAY OBSERVED – City Hall Closed		
Tues	Jan 19	Work Session – TBD	5:30 P.M.	COMMUNITY ROOM
Tues	Jan 19	Regular Meeting	7:00 P.M.	COUNCIL CHAMBERS
Tues	Feb 2	Work Session – Mill Pond Assessment Review/Engineering Assessment Review	5:30 P.M.	COMMUNITY ROOM
Tues	Feb 2	Regular Meeting	7:00 P.M.	COUNCIL CHAMBERS
Mon	Feb 15	PRESIDENTS’ DAY HOLIDAY OBSERVED – City Hall Closed		
Tues	Feb 16	Work Session – TBD	5:30 P.M.	COMMUNITY ROOM
Tues	Feb 16	Regular Meeting	7:00 P.M.	COUNCIL CHAMBERS



CITY OF EDINA

4801 West 50th Street
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Date: November 17, 2015

Agenda Item #: IV.

To: Mayor and City Council

Item Type:
Minutes

From: Debra Mangen, City Clerk

Item Activity:

Subject: Approve Minutes Of October 20, 2015 HRA Meeting

ACTION REQUESTED:

Approve minutes.

INTRODUCTION:

ATTACHMENTS:

Draft HRA Minutes of October 20, 2015

**MINUTES
OF THE EDINA HOUSING AND REDEVELOPMENT AUTHORITY
OCTOBER 20, 2015
9:18 P.M.**

CALL TO ORDER

Chair Hovland called the HRA meeting to order at 9:18 P.M.

ROLLCALL

Answering rollcall were Commissioners Brindle, Staunton, Stewart, Swenson and Chair Hovland.

APPROVAL OF MEETING AGENDA

Motion made by Commissioner Brindle, seconded by Commissioner Stewart approving the Meeting Agenda.

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland
Motion carried.

MINUTES OF THE REGULAR MEETING OF OCTOBER 6, 2015 APPROVED

Motion made by Commissioner Stewart, seconded by Commissioner Swenson approving the Minutes of the Meeting of the Edina Housing and Redevelopment Authority for October 6, 2015.

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland
Motion carried.

REQUEST FOR PURCHASE GRANDVIEW DISTRICT TRANSPORTATION STUDY AWARDED

Chair Hovland noted the item before the HRA was consideration of a contract for the Grandview District Transportation Study. He said the City Council had also awarded the contract and the project would be paid from the Grandview TIF District therefore, the HRA must also award the contract. Following a brief discussion, **Commissioner Brindle, made a motion, seconded by Commissioner Stewart to award the bid for the Grandview District Transportation Study to the recommended bidder, LHB, Inc. in the amount of \$185,120.**

Ayes: Brindle, Staunton, Stewart, Swenson, Hovland
Motion carried.

ADJOURNMENT

Chair Hovland declared the meeting adjourned at 9:20 p.m.

Respectfully submitted,

Scott Neal, Executive Director



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: V.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Bill Neuendorf, Economic Development Manage

Item Activity:

Subject: Request For Purchase: Professional Services
Contract Greater Southdale Area Planning Study
– Phase 2

Action

ACTION REQUESTED:

Approve professional services contract with Architectural Field Office.

INTRODUCTION:

A professional services contract is recommended to be awarded to Architectural Field Office to complete Phase 2 of the Greater Southdale Area / France Avenue Planning Study.

ATTACHMENTS:

Request for Purchase: Professional Services Contract Greater Southdale Study

Prof Services Agreement: AFO - Phase 2

Project Scope: AFO stage 2

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



Date: November 17, 2015

To: Members of the Housing & Redevelopment Authority

From: Bill Neuendorf, Economic Development Manager

Subject: Request For Purchase: Professional Services Contract, Greater Southdale Area Planning Study, Phase 2

Date Bid Opened or Quote Received:
Not Applicable

Bid or Expiration Date:
Not Applicable

Company:
Architectural Field Office

Amount of Quote or Bid:
\$30,000

The Recommended Bid is

Within Budget

Not Within Budget

Recommended Quote or Bid:

Architectural Field Office (AFO) not to exceed \$30,000.00

Information/Background:

In March 2015, the City Council appointed members of the Greater Southdale/France Avenue Area Working Group to study development activity and establish working principles to guide new real estate development. The tasks of this group began in March and continued through the summer months when the Working Principles were completed.

In October 2015, the City Council authorized staff to work with a planning consultant to continue the efforts of the Working Group and to prepare an illustrated plan that clarifies and refines the Working Principles.

The contract for professional planning services is recommended to be awarded to Architectural Field Office (AFO). AFO was one of three firms interviewed by the members of the Working Group. The firm was the unanimous preference of the interview panel.

Phase 2 of the Working Group began in October and deliverables for this phase are anticipated in February 2016.

This work is to be funded through the HRA with available funds from the Centennial Lakes Tax Increment Financing (TIF) District.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 17th day of November, 2015, by and between the **EDINA HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic organized and existing under the laws of the State ("Edina HRA") and Architecture Field Office, LLC under the laws of the State of Minnesota.

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The Edina HRA retains Consultant to: Conduct professional planning services and deliver work product as outlined in the attached Scope of Work dated November 2nd 2015.

2. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement
- B. Scope of Work

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

3. COMPENSATION. The Edina HRA shall pay the Consultant and the Consultant shall accept as payment \$30,000 inclusive of reimbursables, taxes and all other charges (the "fee"). This fee shall not be adjusted if the estimated hour to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. The City shall make payments on the basis of work performed upon receipt of an invoice from the Consultant. Payment shall be due within 35 days of submittal of such invoice.

4. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the Edina HRA. The Edina HRA may use the information for its purposes. The Edina HRA shall be the copyright owner. Vesting of the Edina HRA's ownership of copyright shall be contingent upon the Edina HRA fulfilling its payment obligations hereunder.

5. CHANGE ORDERS. All change orders, regardless of amount, must be approved in advance and in writing by the Edina HRA. No payment will be due or made for work done in advance of such approval.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. STANDARD OF CARE. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. Edina HRA shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

8. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall defend, indemnify and hold the Edina HRA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs) or claims for injury or damage arising out of the performance of this Agreement, caused by or resulting from the negligent or intentional acts or omissions of The Consultant, its officers, directors, volunteers, agents or employees.

9. INSURANCE. Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Professional Liability	\$1,000,000 each claim

The Edina HRA shall be named as an additional insured on the general liability policy. Before commencing work the Consultant shall provide the Edina HRA a certificate of insurance evidencing the required insurance coverage in a form acceptable to Edina HRA.

10. INDEPENDENT CONTRACTOR. The Edina HRA hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the Edina HRA and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. Edina HRA and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the Edina HRA or City of Edina. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the Edina HRA. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by subcontractor within ten days of Consultant's receipt of payment from Edina HRA. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

12. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County. Any dispute arising out of the performance of this Agreement, if not settled by discussions between the parties, shall be first submitted to a mediator chosen by the parties and, if still not settled, then tried by a court of competent jurisdiction in Hennepin County, Minnesota.

13. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Edina HRA pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify Edina HRA. Edina HRA will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold Edina HRA, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

14. COPYRIGHT. Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the Edina HRA from loss or damage resulting therefrom.

15. PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contract requires, or the Consultant desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Consultant shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Edina HRA. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the Edina HRA from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the Edina HRA for any costs, liability, expenses and attorney's fees that result from any such infringement.

16. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

17. 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.

18. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this

Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

19. TERMINATION. This Agreement may be terminated by the Edina HRA for any reason or for convenience upon written notice to the Consultant. In the event of termination, the Edina HRA shall pay the Consultant for completed work. Consultant shall have the right, after 14 calendar days' notice to the Edina HRA of its intention to do so, to terminate the contract for cause if the Edina HRA fails make payments of amounts due and owing hereunder.

Dated: November 17th 2015.

EDINA HOUSING AND REDEVELOPMENT AUTHORITY

BY: _____
James B. Hovland, Chair

BY: _____
Ann Swenson, Secretary

Dated: _____, 20__.

Architecture Field Office, LLC

BY: _____

Its _____

Greater Southdale Area Framework Plan Stage Two Scope of Work

November 2, 2015

Project Understanding

Edina's Greater Southdale Area, already one of the region's primary commercial, residential and retail districts, is uniquely positioned to become an excellent example of how public and private interests can come together to collectively shape a vision for a new paradigm of suburban community development. This vision must be realistic and implementable. Buy-in of all stakeholders—land owners, future developers, residents, city staff, elected officials and the larger community—is critical to success.

In early 2015, the city of Edina convened a Work Group to address the future planning policy for the Southdale corridor, with an initial focus on the west side of France Avenue. This 16-member Work Group is composed of representatives from civic, commercial and residential interests. Through an interactive and collaborative process, this group developed a set of Working Principles and Supporting Principles to guide this planning process, considered Phase 1.

The intent of this phase of the study, Stage 2, is to draw upon these community-based recommendations, test their viability on real sites within the district, and set forth a new and achievable vision for future development—to be further refined in future Stages 3 and 4.

As new investment comes to the district and changes its density, built form and site use, horizontal connections through the area – and especially public realm connections – will become even more critical. One of the primary goals of this study will be to identify and promote development strategies that support an inviting public realm, foster transparency thorough the district to promote connections, create a unique identity, provide new public amenities through green streets and public spaces, and improve sightlines as a means to establish a sense of place.

The existing neighborhood offers a remarkable variety of assets and a diversity that will be amplified by furthering a clear design vision and implementation strategy that will yield higher values for stakeholders.

To realize this potential, the Architecture Field Office (AFO) team will integrate work from previous planning efforts, establish additional design criteria, and identify action steps for implementation. The end product will be an implementation plan for public improvements and site specific design to guide both private and public development.

Scope of Work

Architecture Field Office will lead the Work Group to frame a vision for preserving, energizing and adding development in the study area. The following approach builds upon the Work Group's "Working Principles and Supporting Questions," outlines a means to advance the work that has been completed to date, and sets the stage for future refinement.

Phase 1A: Research and Benchmarking of Comparable "Transformative" Projects Globally

A primary directive for this effort is to "think big" and to develop a development vision for the overall Southdale District that looks beyond the interests of individual developers or landowners, and the current state of the Edina/MSP real estate market. Rather than developing "big ideas" in a vacuum, we propose to draw inspiration from best practices globally, and align these ideas with your working principles and the context of the district. These case studies will serve as a tool to help the larger team develop a unique – yet implementable – vision for the future of the district.

Architecture Field Office will research "transformative" developments and cities/communities globally and present summaries of these projects to the Work Group for review, feedback and direction. The presentation of the case studies will coincide with the design of 'opportunity sites' or sub-districts within the larger Greater Southdale district. Each of the transformative developments will illustrate the "France Avenue/Southdale Area Working Principles and Supporting Questions," helping to illustrate what future development and public realm improvements might look like. Comments from this group will be used to confirm and inform the continued evolution of the vision and master plan.

Phase 1B: Data Collection

1. Background Data Collection and Base Mapping

This will include GIS data, information and data prepared for other relevant studies, relevant city documents and other materials. We will utilize this information to prepare base maps suitable for use throughout the project.

2. Review and Analyze Working Principles, Site Conditions, Relevant Documents and Plans

AFO will review site conditions, relevant documents and plans pertaining to the Greater Southdale Area and adjoining neighborhoods. Utilizing materials provided by the client, including policy and regulatory plans and ordinances, planned or proposed project information, site and aerial photos, and work by other consultants, AFO will assemble and analyze materials that will help shape public realm and development alternatives strategies for the district. We understand that the city intends to retain a consultant to evaluate the capacity of infrastructure in the study area. We will work closely with that consultant as this information is critical to the decisions we make about development.

3. Identify Opportunity Sites

Based on data provided and site tours, AFO and the Work Group will work to identify opportunity sites in the study area that can be used to measure and validate your Working Principles. We will examine existing land uses and potential future use for each of these sites, considering the following:

- Parcel size.
- Configuration and ownership of parcels.
- Potential for parcel consolidation.
- Neighboring land uses, and proximity to transit.
- Availability of infrastructure.
- Key site constraints.
- Development capacity.

4. Transportation, Access and Circulation Analysis

We will conduct a field review of the district and review existing documentation to qualitatively observe existing conditions for pedestrians, bicyclists, transit vehicles, and motorists. This will include but not be limited to:

- For pedestrians: observing high use areas, reviewing design practices for accommodating pedestrian at controlled and uncontrolled crosswalks.
- For bicyclists: noting bicycle facilities (including treatments at critical intersections) and noting pattern of use and any unusual behaviors.
- For city: transportation planning
- For transit: documenting transit routes and stops and observing bus stop amenities.
- For autos: noting congestion or other circulation issues and documenting parking conditions.
- For delivery and service vehicles

Phase 2: Framing the Vision

1. Test the Potential: Opportunity Sites / Sub Districts

We will further evaluate opportunity sites within the Greater Southdale Area identified in Phase 1B above, which may include the following Sub Districts: the Medical District at the upper north end; Southdale Center; mid-district at the Lunds & Byerly's and Target stores; the Promenade; and the south end at Centennial Lakes, as well as connections both east of York Avenue toward Richfield, and west of France Avenue to the Cornelia neighborhood and Pentagon Park. Drawing upon the Working Principles and best practices globally, we will develop options for each site's use, public realm development, height and scale of new buildings, potential connectivity to the rest of the district, access for both pedestrians and vehicles, cultural identity, and density.

2. Create Pathways of Connection

Although the design approach will be unique to all Sub Districts based on district conditions, all proposed uses will be fully integrated into the larger context of the surrounding community. The goal will be to introduce the notion of "Street Rooms" for a high quality street, and public right of ways to enhance the pedestrian environment and encourage interaction among future and existing residential and commercial development, residents, and workers. All alternatives will provide a clear street and block framework strategy that improves the new public rights-of-way, alley systems and new public open space. A land use plan that clearly identifies retail, office, residential (by building type and density), leisure amenities, parking and open space will be crafted for each of the test sites. A new land use plan to include density and building heights will be identified and summarized in the overall district plan.

3. Building Massing and Conceptual Architecture

The test sites will be explored in a series of massing studies to understand building heights, densities and site positioning. We will illustrate through building massing the physical relationship of the proposed developments to the surrounding context and the district itself.

4. Public Realm Design

A strong public realm that contains a vibrant streetscape and a series of exterior spaces are critical to establishing the identity of the Greater Southdale Area district. AFO will create a cohesive open space system that will promote pedestrian activity, connectivity to transit and the surrounding context, and help give a new identity for the community. We will collaborate with the Work Group to properly identify the appropriate scale of walkways, gardens and park/open space.

In addition, we will mesh individual sites with the urban fabric by developing a conceptual streetscape/public realm plan that illustrates elements within the public right of way, promotes pedestrian activity and balances it with vehicular movement.

5. Parking

For the overall district we will develop a conceptual parking needs and uses strategy that balances existing parking needs with the parking demands for potential future development. As density and transit systems evolve, the transportation needs will likely change significantly, and parking needs to be measured against those anticipated changes.

The overarching goal is to maximize the efficient use of parking supply to prioritize resident, worker and customer access, to preserve and enhance the quality of life and protect the surrounding neighborhoods and businesses from spillover parking.

Deliverables

- Illustrative Plan showing Opportunity Sites and connections
- Street and block framework plan to include proposed land uses
- Streetscape plan/section including lighting/streetscape elements
- Landscape and open space plan
- Conceptual development program identifying the following:
 - Residential units (by type)
 - Retail square footage
 - Development acreage
 - Floor area ratio (F.A.R.)
 - Open space acreage
 - Public right-of-way acreage (street and alley)
 - Pedestrian and vehicular circulation
 - Parking diagram (conceptual)
- 3D sketches, both eye level and aerial, illustrating massing character of the redevelopment master plan
- Case studies of projects that illustrate best practices (slide decks)
- Recommendations on height and density of new development within the district to inform future updates to the Comprehensive Plan
- Updating the Working Principles and Supporting Questions as necessary
- Summary powerpoint presentation

Proposal exclusions

- Branding
- Market/economic feasibility studies
- Infrastructure engineering services
- Traffic and transit studies
- Studies related to sustainable design strategies
- Landscape design
- Cost estimates

Preliminary Project Schedule

Tues., September 30, 2015	Notice of Award
Wed., October 7, 2015	Mobilization Meeting with City and Work Group Co-Chair
Thurs., October 8, 2015	Kick-Off Meeting with Work Group
Thurs., October 15, 2015	Sub Group Design Meeting: 72 nd Street Corridor
Thurs., October 22, 2015	Full Work Group Meeting: 72 nd Street Corridor Focus
Thurs., October 29, 2015	Sub Group Design Meeting: Medical District / North End of Southdale
Thurs., November 5, 2015	Full Work Group Meeting: Medical District / North End of Southdale Focus
Thurs., November 12, 2015	Sub Group Design Meeting: Southdale/Galleria/Target
Thurs., November 19, 2015	Full Work Group Meeting: Southdale/Galleria/Target Focus
Mon., November 23, 2015 (TBC)	Sub Group Design Meeting: Centennial Lakes/Promenade
Thurs., December 3, 2015 (TBC)	Full Work Group Meeting: Centennial Lakes/Promenade Focus
Thurs., January 7, 2016 (TBC)	Full Work Group Meeting: Synthesized District Vision
Wed., January 13, 2016 (TBC)	Presentation to Planning Commission
Tues, January 19 or Feb. 2, 2016 (TBC)	Presentation to City Council
Thursday, February 4, 2016	Stage Two Wrap Up

Payment Schedule

Month	Percent Complete	Billed Amount
October 2015	30%	\$9,000
November 2015	30%	\$9,000
December 2015	20%	\$6,000
January 2016	10%	\$3,000
February 2016	10%	\$3,000
<i>TOTAL for Stage 2</i>	100%	\$30,000



CITY OF EDINA

4801 West 50th Street
Edina, MN 55424
www.edinamn.gov

Date: November 17, 2015

Agenda Item #: VI.

To: Mayor and City Council

Item Type:
Request For Purchase

From: Chad A. Millner, PE, Director of Engineering

Item Activity:

Subject: Request for Purchase Engineering Services for
Valley View Rd Bike Lane Extension

Action

ACTION REQUESTED:

Authorize the Executive Director to sign professional services proposal with Alliant Engineering.

INTRODUCTION:

Edina's 2008 Comprehensive Plan identifies Valley View Road underneath Highway 62 as a primary bike route. This project will complete preliminary engineering or 30% design to continue those facilities south to West 66th Street. It will be funded by the Centennial Lakes TIF District.

ATTACHMENTS:

Request for Purchase Engineering Services for Valley View Road Bike Lane Extension
Alliant Engineering Proposal

REQUEST FOR PURCHASE IN EXCESS OF \$20,000/CHANGE ORDER



Date: November 17, 2015

To: Members of the Edina Housing & Redevelopment Authority

From: Chad A. Millner, PE, Director of Engineering

Subject: Request for Purchase: Engineering Services for Valley View Rd Bike Lane Extension

The Recommended Bid is

Within Budget

Not Within Budget

Date Bid Opened or Quote Received:

November 6, 2015

Bid or Expiration Date:

N/A

Company:

Alliant Engineering

Amount of Quote or Bid:

\$34,230

Recommended Quote or Bid:

Alliant Engineering

Information/Background:

Edina's 2008 Comprehensive Plan identifies Valley View Road underneath Highway 62 as a primary bike route. Recall the 2012 Bike Boulevard Project created bike lanes to just north of the Highway 62 bridge. This project will complete preliminary engineering or 30% design to continue those facilities south to West 66th Street. By having 30% design documents completed, the City is in a much better position to apply for grant monies that become available for the installation of these improvements.

Alliant Engineering completed the previous bike boulevard project. That project completed some analysis of this area that they can use as a starting point for this work effort.

Funding for the project will be utilized from the Centennial Lakes TIF District. Staff recommends approving the proposal with Alliant Engineering.

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ALLIANT
ENGINEERING

Memorandum

TO: Chad Millner, P.E.
City of Edina

FROM: Mike Anderson, P.E., PTOE
Steve Weser, P.E.
Alliant Engineering, Inc.

DATE: November 6, 2015

SUBJECT: Valley View Road – Bike Lane Extension Proposal

As requested, Alliant Engineering (Alliant) has prepared a proposal for the preparation of a 30% preliminary engineering layout for the extension of bike lanes between TH 62 and 66th Street along Valley View Road.

Project Understanding

Based on discussions with the City of Edina on October 23, 2015 the following improvements will serve as the Scope of Work for this proposal:

- Provide an 8 foot off street trail below the TH 62 Bridge (both sides) with connection to the existing on street bike lanes to the north. The bridge abutments will be modified to remove the slope and provide a vertical wall between the abutment and pier to create space. Bridge abutment design is not included as part of the scope of work.
- The northbound bike lane will be either on street between 66th Street and 65th Street (removal of one northbound through lane) or off street via widening of the existing sidewalk. Potential pork chop and westbound free right turn lane modifications at Valley View Road/66th Street may be required.
- The southbound bike lane will either cross perpendicular to the free right turn exit ramp from TH 62 to southbound Valley View Road onto an off street trail that will then follow Valley View Road until it crosses the pond via a new bridge; or be on street to 66th Street.
- MnDOT has planned ADA improvements at the Valley View Road/65th Street and Valley View Road/TH 62 North Ramp intersections. The preliminary design will be compatible with those improvements to the extent feasible.

Scope of Work

Task 1.0 Document Existing Conditions

- 1.1 Compile and review record plans - (**The City of Edina shall provide asbuilts for City sanitary sewer, watermain, and storm sewer.**) Alliant will contact MnDOT to acquire record plan information as applicable. .
- 1.2 Request Gopher State One Call locates and mapping and add information into the project base mapping files.
- 1.3 Collect a field survey of the corridor (surface features, trees, utility locate markings, curbs, lane markings, etc.).
- 1.4 Update topographic file and develop project base mapping in microstation format
- 1.5 Field review of existing conditions.
- 1.6 Traffic counts – Alliant will collect one day peak AM and PM hour turning movement counts at the following intersections:
 - Eastbound TH 62 to Valley View Road exit ramp
 - 66th Street and Valley View Road

Task 1.0 Assumptions

- 1) *Topographic information and existing survey data will be provided by the City of Edina. Based on the availability and quality of this information, the amount of additional field survey work will be identified.*
- 2) *Our scope does not include utility meetings or coordination.*
- 3) *Right of way verification is not included.*

Task 2.0 Conceptual Design

- 2.1 Traffic Operations Analysis – Perform high level evaluation of Valley View Road/65th Street and 66th Street intersections to determine feasibility to remove travel lanes, reduce free right turn movement speeds or to remove free right turn movement. Results of this analysis will be discussed with City of Edina and MnDOT prior to proceeding on any potential concept layout work that modifies the Valley View Road/65th Street intersection geometrics.
- 2.2 Concept Sketches–Develop concept sketch alternatives to illustrate the couple different options in connecting the bike lanes to 66th Street. Concept sketches will be high level and be for discussion purpose prior to developing the preliminary layout.

Task 3.0 Preliminary Layout

- 3.1 Prepare 30% preliminary layout of the preferred bike lane and off-street trail configurations. Deliverable will be a full colorized layout overlaid on in-place aerial or topography and will show all design elements and typical sections.
- 3.2 Identify utility relocations. The utility conflicts will be only noted at this time and no coordination is assumed.
- 3.3 Autoturn Analysis – Run autoturn analysis on the preferred intersection geometrics where applicable.
- 3.4 Prepare Engineers Estimate – Prepare quantity take off and 30% Engineer's Estimate of construction costs based on the design layout.

Task 3.0 Assumptions

- 1) *This proposal does not include any efforts associated with the acquisition of right-of-way or easements. If right-of-way is needed, areas will be denoted on the preliminary layout.*
- 2) *This proposal assumes no environmental investigation efforts associated with, but not limited to, wetland impacts, wetland mitigation, historical properties, endangered species, socio/economic studies, etc.*
- 3) *Software to be utilized on the project include Bentley MicroStation, Bentley GEOPAK, Transoft AutoTurn, and Microsoft Office titles.*
- 4) *This proposal assumes the additional impervious area as a result of the improvements is less than one (1) acre. As a result, this proposal does not include the design of additional stormwater treatment facilities.*
- 5) *Cost estimating will include an estimation of storm sewer and public utility relocation costs based on available record plans and field reviews. The conceptual design effort will not include detailed pavement spread and pipe capacity analyses. Storm sewer construction costs included in the Engineer's Estimate will be based on engineering judgment upon review of the record plans and field reviews.*
- 6) *Cost estimate for structural work and modifications to the bridge abutments at TH 62 will be provided by others.*

Task 4.0 Project Management and Meetings

4.1 Meetings

- Project Team Meeting – Alliant will meet with City of Edina staff to discuss concepts and preliminary design layout. *(Assume three meeting)*
- Meeting with City of Edina and MnDOT discuss potential concepts relating to the Valley View Road/65th Street intersection. *(Assume one meeting)*

4.2 Project management and miscellaneous coordination

- Project documentation and invoicing

Task 4.0 Assumptions

This task does not include public involvement, City Council, or other City committee meeting attendance.

Project Schedule

The following project schedule milestone dates are anticipated:

- Authorization to Begin: November 16, 2015
- Traffic Ops and Concept Sketches: December 18, 2015
- 30% Layout: February 29, 2015
- Final Submittal: March 28, 2015

Attachments

Attachment A – Project Hour Estimate

Staff Hour and Cost Estimate

Task	Description	Hours					Dollars TASK TOTAL
		Project Manager	Project Engineer	Data Collector	Survey Crew	TEAM TOTAL	
1.0	Document Existing Conditions	10	71	20	40	141	13,690.00
1.1	<i>Compile and Review Record Plans</i>	2	4	0	0	6	640.00
1.2	<i>Gopher One Call and Mapping</i>	1	16	0	0	17	1,580.00
1.3	<i>Field Survey</i>	1	24	0	40	65	7,500.00
1.4	<i>Topo File and Base Mapping</i>	2	16	0	0	18	1,720.00
1.5	<i>Field Reivew</i>	4	8	0	0	12	1,280.00
1.6	<i>Traffic Counts</i>	0	3	20	0	23	970.00
2.0	Conceptual Design	6	32	0	0	38	3,720.00
2.1	<i>Traffic Operation Analysis</i>	2	8	0	0	10	1,000.00
2.2	<i>Concept Sketches</i>	4	24	0	0	28	2,720.00
3.0	Preliminary Layout	33	116	0	0	149	15,060.00
3.1	<i>30% Preliminary Layout (Sheets)</i>	24	96	0	0	120	12,000.00
3.2	<i>Identify Utility Relocates</i>	4	4	0	0	8	920.00
3.3	<i>Autoturn Analysis</i>	1	4	0	0	5	500.00
3.4	<i>SEQ and Engineer Estimate</i>	4	12	0	0	16	1,640.00
4.0	Meetings	10	4	0	0	14	1,760.00
4.1	<i>Project Team Meetings (4)</i>	8	4	0	0	12	1,480.00
4.2	<i>Project Management</i>	2	0	0	0	2	280.00
	PROJECT TOTAL	59	223	20	40	342	34,230.00

City of Edina

Scott Neal, Executive Director