

RESOLUTION NO. 15-138

RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY AT 2245 MAIN STREET, ACCPETING A QUIT CLAIM DEED, AND APPROVING A BUDGET AMENDMENT

WHEREAS, Shamrock Development is the owner of property located at 2245 Main Street in Coon Rapids, Minnesota; and

WHEREAS, the City of Coon Rapids owns adjacent property for park, recreation, and preserve purposes; and

WHEREAS, the City's Comprehensive Plan guides the property at 2245 Main Street for park, recreation, and preserve; and

WHEREAS, Minn. Stat. 465.03 allows cities to accept donations of real or personal property by resolution adopted by a two-thirds majority vote of Council; and

WHEREAS, the City Council finds the offered donation to be in the public interest; and

WHEREAS, Section 1-700 of the City Charter provides for adoption of an annual budget and the subsequent amendments; and

WHEREAS, the adopted budget does not include funds for demolition of the house at 2245 Main Street and associated property taxes and assessments estimated to be \$20,000; and

WHEREAS, funds are available in the Park Improvement Fund for these expenditures.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that a donation of real property at 2245 Main Street is hereby accepted, a quit claim deed for the property is hereby accepted, and the budget for the Park Improvement Fund is increased by \$20,000 for costs associated with acquiring the property.

Adopted by the Coon Rapids City Council this 15th day of December, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: \$ 1.65

DATE: December 7, 2015
(month/day/year)

FOR VALUABLE CONSIDERATION, _____
(insert name of Grantor)

Shamrock Development, Inc.

a Corporation under the laws of Minnesota ("Grantor"),

hereby conveys and quitclaims to City of Coon Rapids
(insert name of Grantee)

a municipal corporation under the laws of Minnesota ("Grantee"),

real property in Anoka County, Minnesota, legally described as follows:

East 1/2 of Lot 21, Auditor's Subdivision No. 145, according to the recorded plat thereof, Anoka County, Minnesota.

Consideration for this deed is less than \$500.00.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Shamrock Development, Inc.
(name of Grantor)

By: _____
(signature) Lynn Leegard

Its: Sr. Vice President
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of Anoka

This instrument was acknowledged before me on December 7, 2015, by _____
(month/day/year) (name of authorized signer)

Lynn Leegard as Sr. Vice President
(type of authority)

and by _____
(name of authorized signer)

as _____ of Shamrock Development, Inc.
(type of authority) (name of Grantor)

(Stamp)

(signature of notarial officer) Kim C. McFarlin

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Riverdale Realty, Ltd.
3200 Main Street NW
Suite 300
Coon Rapids, MN 55448

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

Bison Creek Park

Classification: Neighborhood Park / Community Preserve

Location: 2280 127th Lane

Size: 12.8 acres

Rating: 13 out of 24 (refer to Appendix E for detailed park assessment)

Park Function and Overview

This park provides the adjacent neighborhoods with the standard park recreational amenities located among a nature preserve area. Overall park quality is ranked at 13 out of 24 points which means it is meeting the basic needs of the neighborhood, but some enhancements could improve the park experience. Overall park design was ranked at low to medium as it lacks ease of access and though the natural areas can be very pleasant, they can also provide a sense of insecurity. The park has a low to medium ranking for maintenance as many areas are in need of further maintenance or repair.

Park Features/Amenities

As illustrated by the aerial photograph, current park features include:

1. *Park entrance*
2. *Ballfield*
3. *Playground area*



Bison Creek Park Aerial Image

(Imagery ©2012 Google Map Data)

Assessment and Recommendations

This park is mainly dense wooded areas with some recreational amenities located along the northern section of the park.

The park entrance on the corner of the road is the one most evident to users, but there is also a trail connection further to the west between residential lots. The ballfield off of the corner access is set into the wooded area and is very pleasant. The playground is further down the trail to the west and feels too tucked or hidden away in the trees. Trails in the park dead-end in both directions, some are poor quality, and some of the trails have a lot of vegetation taking over clear zones.

Recommendations include a park map at the entrances to allow users to view where the amenities and trails are located. Other recommendations include select clearing to open up a few areas so they don't get overgrown, making the necessary maintenance repairs to existing amenities, creating an internal loop trail system, creating park access for the neighborhoods to the south and east and possibly west, improvements for meeting ADA guidelines, providing additional seating areas, and a consistent style for amenities such as benches, tables, receptacles, etc.

Interrelationship with Other Parks

This park is very close to Woodland Oaks / Woodland Heights parks located to the east and providing a trail connection between them would be beneficial.

Trail & Accessibility Issues

The park trails should provide proper access to the recreational amenities and should not dead-end if possible, whether asphalt or natural surfaced. One asphalt trail turns to a nature trail that ends at a foot path with a sign prohibiting access. Providing trail access to the east and south for neighborhood connections, to the west for possible future neighborhoods, and linking to the Woodland Oaks / Woodland Heights park areas would be beneficial in the long term, along with enhancing the park trails with an internal loop system. Trails need a pedestrian ramp with truncated dome where pedestrian trails meet up to vehicular areas.

Add in accessible seating /spectator seating, the playground needs an accessible route into the container, and all recreational amenities should meet ADA guidelines.

Ecological/Natural Resource Issues

The park contains dense wooded and wetland areas with an abundance of buckthorn in some locations. A natural resource plan should be implemented to control invasive plants and encourage new growth and a healthy system for the various natural areas. Trails through some of the natural areas could provide educational information to the users.



View A - Park entrance



View B - Play area



View C - Softball field



View D - Park trails



City Council Regular

19.

Meeting Date: 12/15/2015

Subject: Consider Resolution No. 16-7(8) Accepting Plans and Specifications for 2016 Well Rehabilitation, and Authorizing Solicitation of Bids

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

Staff is seeking acceptance of plans and specifications, and authorization to bid the 2016 Well Rehabilitation project.

DISCUSSION

At its regular meeting held December 1, 2015, City Council approved SEH's proposal to begin a regular rotation for rehabilitation of the City's 24 wells and nine booster pumps. The 2016 program will start with Well Nos. 15, 21, 24 and 25. The scope of SEH's proposal includes professional engineering design, bidding and construction administration, and inspections services for the first four wells. At this time, Council is asked to accept plans and specifications for 2016 Well Rehabilitation, and authorize solicitation of bids.

The project schedule is as follows:

December 1, 2015	Start Design Phase Services (COMPLETE)
December 8, 2015	Submit bidding documents for approval to bid (COMPLETE)
December 15, 2015	Approval to Advertise for Bids
January 7, 2016	Receive Bids
January 12, 2016	Submit Documents for Award of Bids
January 19, 2016	Council Award of Bids
February 8, 2016	Start Construction
April 29, 2016	End Construction (all wells on-line)

Plans and specifications are available for review in the City Engineer's office.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 16-7(8) accepting plans and specifications for 2016 Well Rehabilitation, and authorize the solicitation of bids.

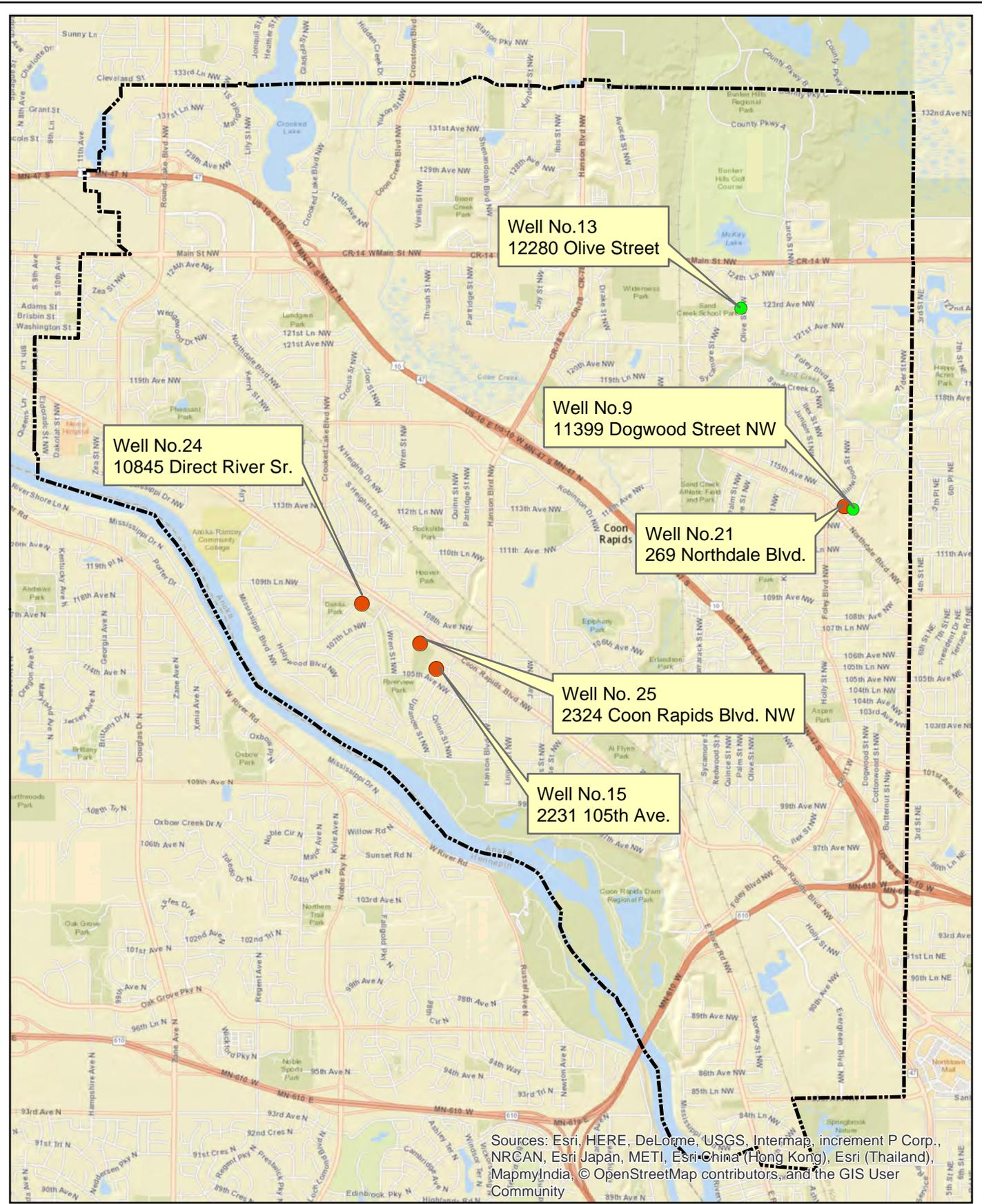
BUDGET IMPACT:

The 2016 budget for the Utility Enterprise Fund included \$385,000 for this project, and the anticipated costs will be within this funding amount.

Attachments

Project Locations

Resolution No. 16-7(8)



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110
PHONE: (651) 490-2000
FAX: (888) 908-8166
TF: (800) 325-2055
www.sehinc.com

Project: COONR 135180
Print Date: 12/4/2015

Map by: ckatzenberger
Projection:
Source:

WELL LOCATION MAP

2016 Well Rehabilitation Project
Coon Rapids, Minnesota

G
G1

RESOLUTION NO. 16-7(8)

**(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, Short Elliott Hendrickson, Inc. (SEH) has prepared plans and specifications for the improvement of the City's water system by rehabilitation of Wells 15, 21, 24 and 25, and has presented such plans and specifications to the Council for approval; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

NOW THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m. on the 7th day of January, 2016, at which time they will be publicly opened in the City Hall by the City Clerk and engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 19th day of January, 2016, in the Council Chambers, and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 15th day of December, 2015.

Jerry Koch, Mayor

ATTEST:

City Clerk



City Council Regular

20.

Meeting Date: 12/15/2015

Subject: Consider Resolution 15-145, Supporting the 2015 Statewide Safe Routes to School Infrastructure Application

Submitted For: Tim Himmer, Public Works Director

From: Sarah Greene, Administrative Assistant II

INTRODUCTION

The Council is asked to adopt a resolution supporting a Safe Routes to School (SRTS) infrastructure application, to be submitted to the Minnesota Department of Transportation (MnDOT).

DISCUSSION

In cooperation with Anoka County and the Anoka-Hennepin School District, City staff have reviewed the area along Northdale Boulevard in front of Coon Rapids High School for safety improvements. Options were considered for improved pedestrian and vehicular safety in an effort to develop a plan that addresses all the parties concerns. Items included in the application are a relocated pedestrian crossing, flashing beacons, installation of a median and turn lanes, relocated parking lot accesses, reconfigured parking lots, and area lighting (see attached). An estimate to complete these items is \$520,000, of which the grant includes a \$300,000 request. The remaining local match of \$220,000 would be split between the City, County, and School District in some fashion, which would be determined if successful with the application and upon drafting a Joint Powers Agreement. The grant funding would be for the 2017 construction season, so time is available to decide on the local funding distribution and inclusion in the City's budgeting process.

RECOMMENDATION

Staff recommends City Council adopt Resolution No. 15-145 supporting a Safe Routes to School (SRTS) infrastructure application for proposed safety improvements on Northdale Boulevard in front of Coon Rapids High School.

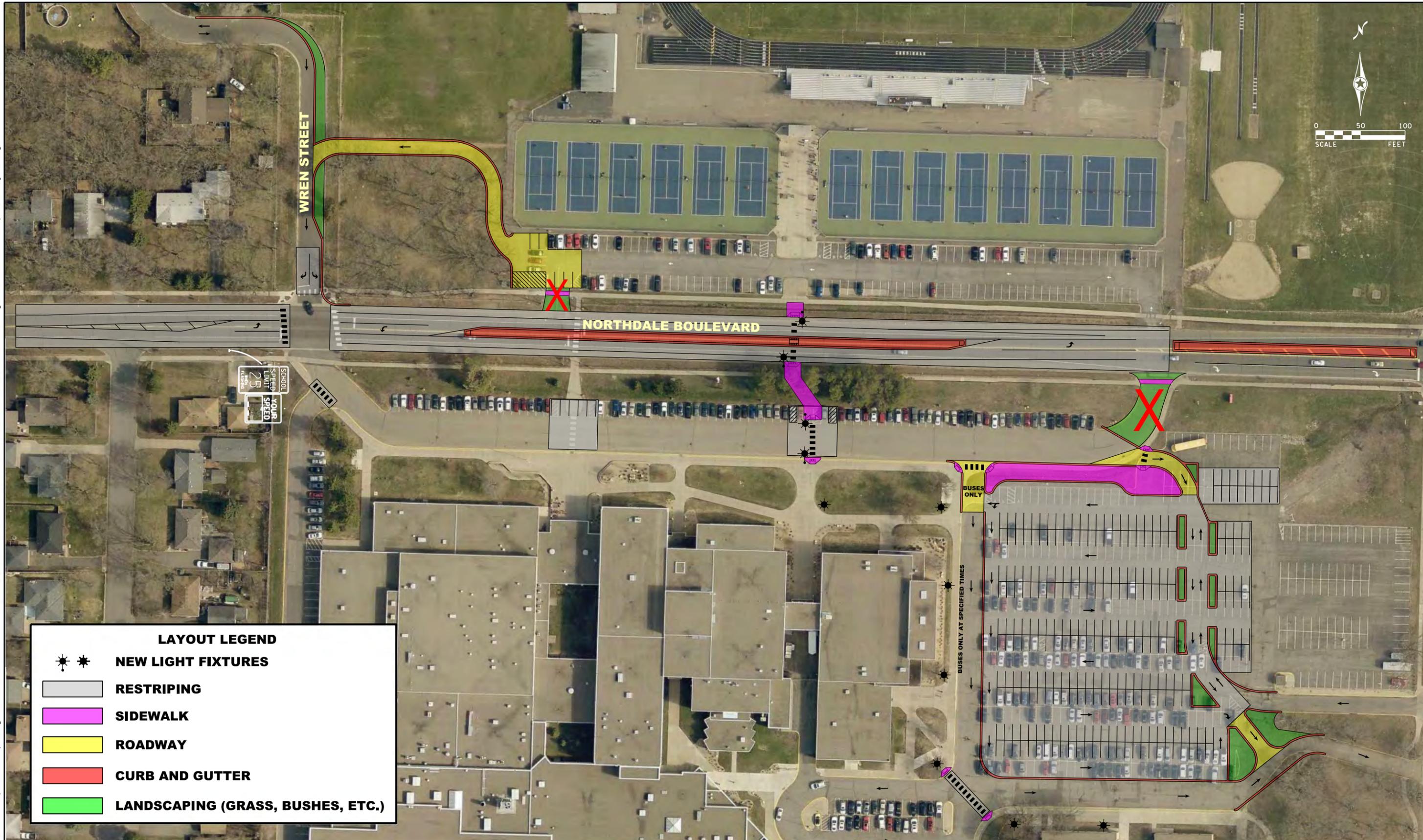
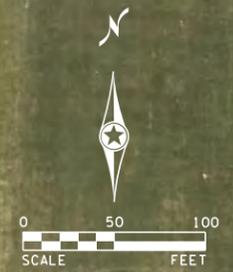
BUDGET IMPACT:

There is a \$4,000.00 fee required to assemble the grant application, and the parties have agreed to split the cost three ways.

Attachments

Concept Plan

Resolution No. 15-145



LAYOUT LEGEND

- NEW LIGHT FIXTURES**
- RESTRIPING**
- SIDEWALK**
- ROADWAY**
- CURB AND GUTTER**
- LANDSCAPING (GRASS, BUSHES, ETC.)**

FIGURE 1. PREFERRED SOLUTION (IMMEDIATE IMPLEMENTATION) 100 SCALE

**NORTHDALE BLVD TRAFFIC ANALYSIS
COON RAPIDS, MN**



RESOLUTION NO. 15-145

**A RESOLUTION SUPPORTING THE
2015 STATEWIDE SAFE ROUTES TO SCHOOL (SRTS)
INFRASTRUCTURE APPLICATION**

WHEREAS, the Minnesota Department of Transportation (MnDOT) administers the Safe Routes to School (SRTS) grants program which provides federal funding for projects to improve safety conditions and promote students walking and biking to school; and,

WHEREAS, the Statewide solicitation has \$1.7 million available for Safe Routes to Schools (SRTS) infrastructure projects in 2016 and 2017; and,

WHEREAS, the City of Coon Rapids is also planning to apply for a SRTS planning study that encompasses all schools in the community by January 8, 2016; and,

WHEREAS, the City of Coon Rapids, Anoka County and Anoka-Hennepin School District have been working to improve safety and access to the Coon Rapids Middle School and High School campuses most recently evidenced through a 2015 Traffic Study for Northdale Boulevard (CSAH 11) which identified the need for the proposed SRTS project; and,

WHEREAS, the proposed SRTS project will work towards increasing safety for students to walk or bicycle to school;

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF COON RAPIDS, MINNESOTA:

The City of Coon Rapids supports the following improvements on Northdale Boulevard (CSAH 11), which will remove barriers along a heavily traveled minor arterial, improving student's ability to walk and bike to school: replace existing antiquated flashers with Rectangular Rapid Flasher Beacons (RRFB); install dynamic speed display signs on Northdale Boulevard at Raven St. and Wren Street; close access to Northdale Boulevard and reroute exiting vehicles to Raven Street; additional school parking lot lighting and a designated walking path to the middle school; and,

BE IT FURTHER RESOLVED: the City of Coon Rapids agrees to act as sponsoring agency for the SRTS Project including a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations. The City of Coon Rapids agrees to design, construct, operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement.

Adopted this 15th day of December, 2015.

Jerry Koch, Mayor

ATTEST:

Joan Lenzmeier, City Clerk



City Council Regular

21.

Meeting Date: 12/15/2015

Subject: Consider GIS License Agreement for ESRI Software

From: Joan Lenzmeier, City Clerk

INTRODUCTION

Staff requests Council authorization to enter into a license agreement to provide additional Geographic Information Systems (GIS) software which would allow staff and citizens to be better informed.

DISCUSSION

The ESRI Small Municipal and County Government Enterprise License Agreement (ELA) is a three year agreement that will grant the City access to ESRI software on an unlimited basis.

The ELA provides additional Geographic Information Server licenses to incorporate industry best practices to include separating the Cityworks GIS server from other GIS server processes, and deploying staging and development servers. The ELA includes 250 named user licenses, enough for all employees to have access to GIS data and maps. This will allow for more informed decisions in the office and also for data to be used and updated instantaneously in the field. GIS maps and applications will be published through the internet for public consumption with this software.

Some examples of how this additional software will be used are: Code Enforcement Inspectors will be able to access their work orders while in the field, water department employees will be able to run an application that will determine what valves to shut off quickly if a water main breaks, firefighters will be able to determine where a hazardous material spill will travel in the storm sewer system and protect downstream water resources.

RECOMMENDATION

Staff requests the Council consider approval of a three year agreement for ESRI software and authorize the City Manager and Mayor to execute the agreement on behalf of the City.

BUDGET IMPACT:

The cost is \$50,000 per year. Funds have been budgeted in the 2016 budget for this Enterprise License Agreement. In 2015 the City spent \$25,000 on GIS software.

Attachments

License Agreement



December 7, 2015

Mr. Chris Jensen
City of Coon Rapids
11155 Robinson Dr
Coon Rapids, MN 55433-3761

Dear Chris,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,



Sam Klimoski



Quotation # 20473995

Date: August 14, 2015

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
880 Blue Gentian Rd, Ste 200
St. Paul, MN 55121-1596
Phone: (651) 454-0600 Fax: (651) 454-0705
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 9346 Contract #
City of Coon Rapids
Information Technology
11155 Robinson Dr
Coon Rapids, MN 55433-3761
ATTENTION: Chris Jensen
PHONE: (763) 767-6490
FAX: (763) 767-6573

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 08/14/2015 To: 02/10/2016

Material	Qty	Description	Unit Price	Total
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year One...The actual cost for year one will include a prorated credit for software maintenance already paid for the City's current license configuration. Using a start date of January 1, 2016 the software maintenance credit will be \$14,903.35 making the actual total for payment for the first year of the ELA \$35,096.65.	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year Two	50,000.00	50,000.00
110037	1	Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement - Year Three	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$150,000.00

Referring to the description for the first line item in this quotation, the first year cost for the ELA will have a prorated credit applied for software maintenance already paid for the City's current license configuration. As instructed by Chris Jensen at the City of Coon Rapids, the ELA term is to use a January 1, 2016 start date. Using 1/1/2016 as a start date, the applicable prorated maintenance credits is \$14,903.35. This makes the actual total cost for the first year of the ELA \$35,096.65.

The following contract pages detail the deliverables of the ELA. Here are the details for the ArcGIS Online Level 4 and Portal for ArcGIS Level 4 items...

- ArcGIS Online Level 4: 250 named users and 37,500 credits
- Portal for ArcGIS Level 4: 250 named users

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sam Klimoski	Email: sklimoski@esri.com	Phone: (651) 454-0600 x8365
<p>The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.</p> <p><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></p>		



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE LICENSE AGREEMENT
 COUNTY AND MUNICIPALITY
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use License
 One (1) ArcGIS Online Subscription
 One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 4
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 4
Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	10,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.
 **Additional sets of backup media may be purchased for a fee.

Licensee may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference.

Term of Agreement: 3 years _____

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Licensee)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

LICENSEE CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed for the term of this Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Licensee will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Licensee, Esri will authorize download of the Products to Licensee for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.