Agenda

Edina Housing and Redevelopment Authority City of Edina, Minnesota VIRTUAL MEETING Thursday, June 24, 2021 7:30 AM

Watch the meeting on cable TV or at EdinaMN.gov/LiveMeetings or Facebook.com/EdinaMN.

To participate in Community Comment: Call 800-374-0221. Enter Conference ID 5199223.

Give the operator your name, street address and telephone number.

Press *1 on your telephone keypad when you would like to get in the queue to speak.

A City staff member will introduce you when it is your turn.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Meeting Agenda
- V. Community Comment

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

VI. 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 Commissioner of the HRA. 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 Commissioners present to approve.)

- A. Draft Minutes of Regular Meeting June 10, 2021
- B. Approve Payment of Claims
- C. Approve Payment of Claims
- D. Request for Purchase: Grandview Pedestrian Bridge
- VII. Reports/Recommendations: (Favorable vote of majority of Commissioners present to approve except where noted)
 - A. Resolution No. 2021-05: Supporting Senior Affordable Housing at 4040 W. 70th St. Using Tax Increment Financing
 - B. 5146 Eden Avenue Redevelopment Discussion
- VIII. HRA Commissioners' Comments
- IX. Executive Director's Comments
 - A. 7001 France Ave Project Update
 - B. 4917 Eden Ave Project Update

X. Adjournment

The Edina Housing and Redevelopment Authority wants all participants 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.



Edina Housing and Redevelopment Authority Established 1974

CITY OF EDINA

HOUSING & REDEVELOPMENT AUTHORITY 4801 West 50th Street Edina, MN 55424

www.edinamn.gov

Date: June 24, 2021 **Agenda Item #**: VI.A.

To: Chair & Commissioners of the Edina HRA

Item Type:

Minutes

From: Liz Olson, Administrative Support Specialist

Item Activity:

Subject: Draft Minutes of Regular Meeting June 10, 2021 Action

ACTION REQUESTED:

Approve the regular minutes of June 10, 2021.

INTRODUCTION:

See attached meeting minutes of June 10, 2021.

ATTACHMENTS:

HRA June 10, 2021 Draft Meeting Minutes

MINUTES OF THE REGULAR MEETING OF THE EDINA HOUSING AND REDEVELOPMENT AUTHORITY JUNE 10, 2021 7:30 A.M.

I. CALL TO ORDER

Chair Hovland called the meeting to order at 7:32 a.m. and noted the meeting was being held virtually to comply with the Governor's Stay at Home Order due to the COVID-19 pandemic then explained the processes created for public comment.

II. ROLLCALL

Answering rollcall were Commissioners Anderson, Jackson, Pierce, Staunton, and Chair Hovland.

Absent: None.

III. PLEDGE OF ALLEGIANCE

IV. MEETING AGENDA APPROVED - AS PRESENTED

Motion by Commissioner Jackson, seconded by Commissioner Anderson, approving the meeting agenda as presented.

Roll call:

Ayes: Commissioners Anderson, Jackson, Pierce, Staunton, and Chair Hovland Motion carried.

V. COMMUNITY COMMENT

No one appeared.

VI. CONSENT AGENDA ADOPTED - AS AMENDED

Member Jackson made a motion, seconded by Member Staunton, approving the consent agenda as amended, removing Item VI.C:

- VI.A. Approve minutes of the Special Worksession May 6, 2021
- VI.B. Approve minutes of the Regular Meeting May 27, 2021
- VI.C. Resolution No. 2021-04; Requesting Public Hearing for August 4, 2021, for 4040
 W. 70th Street Tax Increment Financing District

Rollcall:

Ayes: Commissioners Anderson, Jackson, Pierce, Staunton, and Chair Hovland Motion carried.

ITEMS REMOVED FROM THE CONSENT AGENDA

VI.C. RESOLUTION NO. 2021-04; REQUESTING PUBLIC HEARING FOR AUGUST 4, 2021, FOR 4040 W. 70TH STREET TAX INCREMENT FINANCING DISTRICT – ADOPTED

The HRA asked for clarity on timing for this item as the Council would not act until June 15 and why the HRA was being asked to propose a public hearing. Affordable Housing Manager Hawkinson explained the HRA acquired the site in 2019 and borrowed Southdale II with regular housing pooled funds for the acquisition. She referred to sunset funds at the end of 2021 but how they did not use the funds due to the need to create a TIF district and were unaware of the housing being proposed and explained the reason was for clearer deadlines.

Chair Hovland made a motion to adopt Resolution No. 2021-04; Requesting Public Hearing for August 4, 2021, for 4040 W. 70th Street Tax Increment Financing District. Commissioner Jackson seconded the motion.

Minutes/HRA/June 10, 2021

Rollcall:

Ayes: Commissioners Anderson, Jackson, Pierce, Staunton, and Chair Hovland Motion carried.

VII. REPORTS/RECOMMENDATIONS VII.A. 5146 EDEN AVENUE – REDEVELOPMENT PLANNING – REVIEWED

Economic Development Manager Neuendorf shared this item pertained to the redevelopment of the vacant property owned by the HRA located at 5146 Eden Avenue. Staff recapped the preferred outcomes for the site as suggested at the May 6 worksession and provided examples of processes to be used to achieve full vision for this site. He said staff was not seeking formal action but confirmation about desired outcomes and additional guidance regarding the preferred process to be implemented. He outlined how the site was proposed to be subdivided into north and south parcels, construct a pedestrian bridge and sidewalk along north edge, widen Arcadia Avenue, and apply the City's seven guiding principles. He outlined the south parcel could include multi-family ownership as senior cooperative housing with internal parking and shared access and parking for the north parcel. He outlined the five proposed components that included a restaurant with indoor/outdoor public activity, consideration of for sale property if no valid lease options were identified, seamless outdoor connection between the pedestrian bridge and senior coop, utilize parking in the adjacent Grandview ramp, and apply a maintenance district for shared expenses. Mr. Neuendorf reviewed needs of the HRA to achieve this vision that included a purchase agreement with the senior cooperative, a developer coordinator, modified parking agreement, and prepared maintenance budget, then reviewed potential processes to select prospects in detail.

The HRA discussed desired outcomes and proposed processes and asked about the affordability of units and if we increase the number of units would that result in current residents having funding left over when they relocated and the desire to retain current residents as long as possible. They shared concerns about the amount of greenspace and liked using what was in place today and the pedestrian bridge and noted the north site would be considered sale if no viable leasing was in place and the need to create such language to ensure the use was perpetuated and that both parcels develop together. They said they were excited to create a housing option for seniors that included a significant public realm benefit then spoke about site size and goal to create a neighborhood then spoke about the pedestrian bridge and the hope to utilize the ramp and consider an elevator for better accessibility and the importance of marketing and a food/drink menu location. They spoke about the excitement of having the right facility that should not be dominated by the building on the south. They stressed the importance of greenspace and active space on the north site and suggested an event operation use where they spoke about the need for a developer coordinator and how it was not necessary for Fransheuh or United Properties to assist with that work but that we should not move forward to get other bids and use these groups as proposed. The Commission spoke about the need for a neighborhood field and activity and booking and creation of public space and the need to be descriptive in what we want and bringing in another developer would delay the process. They spoke about the importance of equitable access and the desire to continue with this developer and the difficulty of developing the northside then suggested consideration of other events and how that should be the developer's position to do so and see what they could deliver.

Alex Hall, United Properties, responded higher density relative to fixed costs allowed developers to reduce the needed per square footage price.

The HRA directed staff to begin to prepare the documents for formal consideration.

- VIII. HRA COMMISSIONERS' COMMENTS Received
- IX. EXECUTIVE DIRECTOR'S COMMENTS Received
- IX.A. 4917 EDEN AVENUE PROJECT UPDATE

IX.B. PENTAGON VILLAGE – MAY 2021 UPDATE

X. ADJOURNMENT

Motion made by Commissioner Pierce, seconded by Commissioner Staunton, to adjourn the meeting at 9:00 a.m.

Roll call:

Ayes: Commissioners Anderson, Jackson, Pierce, Staunton, and Chair Hovland Motion carried.

Respectfully submitted,	
	Scott Neal, Executive Director



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Date: June 24, 2021 **Agenda Item #**: VI.B.

To: Chair & Commissioners of the Edina HRA

Item Type:

Claims

From: Don Uram, Finance Director

Item Activity:

Subject: Approve Payment of Claims Action

ACTION REQUESTED:

Motion to approve payment of claims for HRA Check Register 03.2020-04.2021 TOTAL \$506,500.75.

INTRODUCTION:

Payment of claims are attached.

ATTACHMENTS:

HRA Check Register 03.2020-04.2021 TOTAL \$506,500.75



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/3 TO 2 ACCOUNT/VENDOR		PO YEAR/PR TYP S	CHECK RUN CHECK	DESCRIPTION
26026000	-	nistration	CHECK ROW CHECK	DESCRIPTION
26026000 2066 100049 EHLERS AND ASSOCIATE		HRA Admin - OthrEscrow 0 2021 4 INV P	382.50 20210705 458957	,
100049 EHLERS AND ASSOCIATE 100049 EHLERS AND ASSOCIATE	86604	0 2021 4 INV P 0 2021 4 INV P	3,442.50 20210705 458957 625.00 20210705 458957	
1000 13 EILERS AND ASSOCIATE	00000	2021 1 1111 1	4,450.00	
100730 DORSEY & WHITNEY LLP		0 2021 3 INV P 0 2021 4 INV P	397.50 20210904 458127 2.862.00 20210705 458954	
100730 DORSEY & WHITNEY LLP 100730 DORSEY & WHITNEY LLP		0 2021 4 INV P 0 2021 4 INV P	1,113.00 20210705 458954	
4.0704		2024 2 5000	4,372.50	
146781 DEED		0 2021 3 INV P	•	Developer will reim
999995 SOUTHDALE OFFICE PAR	8124	0 2021 4 INV P	10,546.25 20210423 458525	
		ACCOUNT TOTAL	50,618.75	
26026000 6131 100730 DORSEY & WHITNEY LLP	3654390	HRA Admin - PrfSvLegal O 2021 4 INV P	482.50 20210705 458954	
		ACCOUNT TOTAL	482.50	
26026000 6136 123129 TIMESAVER OFF SITE S	M26330	HRA Admin - PrfSvOther 0 2021 4 INV P	338.00 20210430 458860	Mar. 25 HRA Minutes
		ACCOUNT TOTAL	338.00	
		ORG 26026000 TOTAL	51,439.25	
26026001	HRA Affor	dable Housing		
26026001 6102 103252 VEAP INC (VOLUNTEERS	211286	HRA Aff Hs - Contr Svrs 0 2021 3 INV P	100,000.00 20210416 458409	Emergency Rental As
		ACCOUNT TOTAL	100,000.00	
26026001 6122	4050	HRA Aff Hs - AdvOther		
100050 USPS	4659	0 2021 3 INV P	658.22 20210326 457904	
		ACCOUNT TOTAL	658.22	
		ORG 26026001 TOTAL	100,658.22	
26126101 26126101 6103	Grandview	Grand TIF - Prof Svrs		
100643 BARR ENGINEERING CO	23271827.01-2	0 2021 3 INV P	17,433.00 20210416 458243	
		ACCOUNT TOTAL	17,433.00	
26126101 6710		Grand TIF - Cap Other		

City of Edina, MN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/3 TO 2021/4 ACCOUNT/VENDOR INVOICE	PO	YEAR/PR TYP S	CHECK RUN CHI	ECK DESCRIPTION
124002 KIMLEY-HORN AND ASSO 18427509 124002 KIMLEY-HORN AND ASSO 18606642	0	2021 3 INV P 2021 4 INV P	23,122.79 20210204 45,977.40 20210705 69,100.19	457997 458994
		ACCOUNT TOTAL	69,100.19	
	OI	RG 26126101 TOTAL	86,533.19	
26126103 South 26126103 6103 105693 BGH INVESTMENTS INC 44963	hdale 2 Ti 0	IF SoDa 2 TIF - Prof Svrs 2021 4 INV P	54.02 20210904	458093 Courier Services fo
		ACCOUNT TOTAL	54.02	
26126103 6131 100730 DORSEY & WHITNEY LLP 3654394	0	SoDa 2 TIF - PrfSvLegal 2021 4 INV P	3,815.00 20210705	458954 Metro HRA Agreement
		ACCOUNT TOTAL	3,815.00	
26126103 6136 100049 EHLERS AND ASSOCIATE 86605	0	SoDa 2 TIF - PrfSvOther 2021 4 INV P	2,167.50 20210705	458957 Financial options f
		ACCOUNT TOTAL	2,167.50	
	OI	RG 26126103 TOTAL	6,036.52	
26126106 Grand 26126106 6131 100730 DORSEY & WHITNEY LLP 3654391	dview 2 Ti O	IF Grnd 2 TIF - PrfSvLegal 2021 4 INV P ACCOUNT TOTAL	397.50 20210705 397.50	458954
26126106 6136 100049 EHLERS AND ASSOCIATE 86569	0	Grnd 2 TIF - PrfSvOther 2021 4 INV P	191.25 20210705	458957
		ACCOUNT TOTAL	191.25	
26126106 6715 100643 BARR ENGINEERING CO 23271827.01-3	0	Grnd 2 TIF - CapInfrast 2021 4 INV P	12,317.00 20210705	458908
100995 SHORT-ELLIOT-HENDRIC 401451 100995 SHORT-ELLIOT-HENDRIC 402819	0	2021 3 INV P 2021 4 INV P	72,111.69 20210204 123,287.37 20210705 195,399.06	458045 459063
		ACCOUNT TOTAL	207,716.06	
	Ol	RG 26126106 TOTAL	208,304.81	



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/3 TO ACCOUNT/VENDOR	2021/4 INVOICE	PO	YEAR/PR TYP S	CHECK RUN CH	ECK DESCRIPTION
26126107 26126107 6102 142458 EDINA MARKET STREET	50th and	5	2 TIF 0 & F TIF - Contr Svrs 2021 3 INV P	53,528.76 20210319	457527
			ACCOUNT TOTAL	53,528.76	
		ORG	26126107 TOTAL	53,528.76	
FUND 2600 Ho	using & Redvlpmt Autho	ority	TOTAL:	506,500.75	

** END OF REPORT - Generated by Lonnia Jefferson **



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Date: June 24, 2021 Agenda Item #: VI.C.

To: Chair & Commissioners of the Edina HRA

Item Type:

Claims

From: Don Uram, Finance Director

Item Activity:

Subject: Approve Payment of Claims Action

ACTION REQUESTED:

Motion to approve payment of claims for HRA Check Register 05.2021 TOTAL \$222,401.93.

INTRODUCTION:

Payment of claims are attached.

ATTACHMENTS:

HRA Check Register 05.2021 TOTAL \$222,401.93



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5 ACCOUNT/VENDOR INVOICE	PO YEAR/PR TYP S	CHECK RUN CHECK	DESCRIPTION
26026000 26026000 2066 100049 EHLERS AND ASSOCIATE 86122 100049 EHLERS AND ASSOCIATE 86841 100049 EHLERS AND ASSOCIATE 86842	HRA Administration HRA Admin - OthrEscrow 0 2021 5 INV P 0 2021 5 INV P 0 2021 5 INV P	573.75 20211405 45910 382.50 20210611 46000 2,358.75 20210611 46000 3,315.00	
	ACCOUNT TOTAL	3,315.00	
26026000 6136 100049 EHLERS AND ASSOCIATE 86123	HRA Admin - PrfSvOther 0 2021 5 INV P	510.00 20210705 45899	7 General TIF Managem
123129 TIMESAVER OFF SITE S #M26397	0 2021 5 INV P	374.00 20210528 4597	59 April 8 HRA Minutes
130020 METROPOLITAN CONSORT 10355	0 2021 5 INV P	6,250.00 20211405 4592	11
	ACCOUNT TOTAL	7,134.00	
	ORG 26026000 TOTAL	10,449.00	
26126101 26126101 6710 124002 KIMLEY-HORN AND ASSO 18790534	Grandview TIF Grand TIF - Cap Other 0 2021 5 INV P	14,977.77 20210528 45958	38
	ACCOUNT TOTAL	14,977.77	
	ORG 26126101 TOTAL	14,977.77	
26126103 26126103 6103 100049 EHLERS AND ASSOCIATE 86843	Southdale 2 TIF SoDa 2 TIF - Prof Svrs 0 2021 5 INV P	765.00 20210611 4600	55 Ehlers Financial To
	ACCOUNT TOTAL	765.00	
26126103 6131 100730 DORSEY & WHITNEY LLP 3662687	SoDa 2 TIF - PrfSvLegal 0 2021 5 INV P	3,201.00 20210611 46009	51 Metro HRA-Svcs Rend
	ACCOUNT TOTAL	3,201.00	
	ORG 26126103 TOTAL	3,966.00	
26126106 26126106 6136 139810 GTRE COMMERCIAL 7813	Grandview 2 TIF Grnd 2 TIF - PrfSvOther 0 2021 5 INV P	2,000.00 20211405 4591	75
	ACCOUNT TOTAL	2,000.00	
26126106 6715 100643 BARR ENGINEERING CO 23271827.0	Grnd 2 TIF - CapInfrast 1-4 0 2021 5 INV P	16,788.00 20210611 46000	08 Edina LS-9 Design
100995 SHORT-ELLIOT-HENDRIC 404507	0 2021 5 INV P	97,672.14 20210604 45999	58

City of Edina, MN



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5 ACCOUNT/VENDOR INVOICE	PO	YEAR/PR TYP S	CHECK RUN C	HECK DESCRIPTION
100995 SHORT-ELLIOT-HENDRIC 405074	0	2021 5 INV P	11,294.02 20210611 108,966.16	460276 Project# 159857 (Ed
124002 KIMLEY-HORN AND ASSO 18679030	0	2021 5 INV P	65,000.00 20210604	459859
		ACCOUNT TOTAL	190,754.16	
	ORG	26126106 TOTAL	192,754.16	
26126107 26126107 6136	50th and France	2 TIF O & F TIF - PrfSvOther		
100049 EHLERS AND ASSOCIATE 86123	0	2021 5 INV P	255.00 20210705	458957 General TIF Managem
		ACCOUNT TOTAL	255.00	
	ORG	26126107 TOTAL	255.00	
FUND 2600 Housing & Red	/lpmt Authority	TOTAL:	222,401.93	

^{**} END OF REPORT - Generated by Lonnia Jefferson **



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HOUSING & REDEVELOPMENT

AUTHORITY

4801 West 50th Street

Edina, MN 55424

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Date: June 24, 2021 **Agenda Item #**: VI.D.

To: Chair & Commissioners of the Edina HRA

Item Type:

Request For Purchase

From: Chad A. Millner, P.E., Director of Engineering

Item Activity:

Subject: Request for Purchase: Grandview Pedestrian Bridge Action

ACTION REQUESTED:

Approve Request for Purchase: Grandview Pedestrian Bridge and associated costs for \$2,783,609.14 with various vendors detailed in the staff report.

INTRODUCTION:

See attachments for details on the spending plan.

ATTACHMENTS:

Staff Report

RFP Grandview Ped Bridge with Pember

Contract with Pember

RFP Bury Power Lines with Xcel

Letter Proposal with Xcel

RFP Muska Electrical for 5075 Arcadia

Letter Proposal with Muska

RFP Kimley Horn Construction Service

Letter Proposal Kimley Horn Ped Bridge

RFP Braun Material Testing

Letter Proposal Braun Material Testing

STAFF REPORT



Date: June 24, 2021

To: Chair and Commissioners of the Edina HRA

From: Bill Neuendorf, Economic Development Manager

Chad A. Millner, P.E., Director of Engineering

Subject: Pedestrian Bridge and Sidewalk Associated with the Grandview 2 TIF District

Executive Summary:

Staff is requesting approval of \$2,783,609.14 worth of contracts detailed in the estimated project cost table below under the section titled "Pedestrian Bridge and Sidewalk from Grandview Parking Ramp to Arcadia Ave". These contracts are funded by the Grandview 2 TIF District with 20-year bonds. Some of the contracts with consulting services were previously approved but are being amended based on the bids and construction schedule for the project.

Information / Background:

Recall the HRA approved engineering services with consultants to design and bid improvements funded by the Grandview 2 TIF District. These improvements include Eden Avenue, Brookside Avenue, Lift Station #9, Landscaping, Wayfinding & Improvements to the Grandview Parking Ramp and a Pedestrian Bridge & Sidewalk connection to Arcadia Avenue from the Grandview Parking Ramp. The Funds must be committed by June 26, 2021. Bids have been opened for all elements. Based on the bids, staff is recommending the following public improvements, many of which have previously been awarded.

STAFF REPORT Page 2

Estimated Project Costs

Item	
	Grandview 2 TIF
Eden & Brookside Avenues	
Eden & Brookside Avenues Transportation & Utility with S.M.	
Hentges & Sons	\$4,193,498.55
Fiber Optic Relocation with EPS	\$16,345.00
CP Rail Bridge Permitting	\$30,000.00
Material Testing Services with Braun Intertec	\$50,675.00
Bury Overhead Power Lines on Brookside Ave with Xcel Energy	\$14,350.08
Benefit Review with Negall Appraisal	\$4,000.00
Temp. Closure of On-ramp Traffic Control with Warning Lights	\$1,900.00
Lift Station #9 Control Panel with IPS	\$55,193.63
Eden Ave Landscaping Contract with Peterson Companies	\$93,624.30
Engineering & Construction Services with SEH	\$750,632.00
Engineering & Construction Services with BARR Engineering	\$99,500.00
Subtotal	\$5,210,218.56
Grandview Parking Ramp	
Wayfinding, Lighting & Structural Improvements with Restoration	
& Construction Services	\$523,574.75
Security Cameras with ProTec	\$29,291.00
Engineering & Construction Services with Kimley-Horn	\$216,000.00
Subtotal	\$768,865.75
Project Total	\$5,979,084.31
Pedestrian Bridge and Sidewalk from Grandview Parking	
Ramp to Arcadia Ave (June Meeting Consideration)	
Ped Bridge and Sidewalk with Pember Companies	\$1,947,168.90
Bury overhead power by Xcel and Muska Electric	\$287,252,24
Material Testing Service with Braun Intertec	\$74,188.00
Engineering & Construction Services with Kimley-Horn	\$475,000.00
Subtotal	\$2,783,609.14
Project Total	\$8,862,193.45

^{1.} Funded with 20-year debt and serviced with the Grandview 2 TIF District.

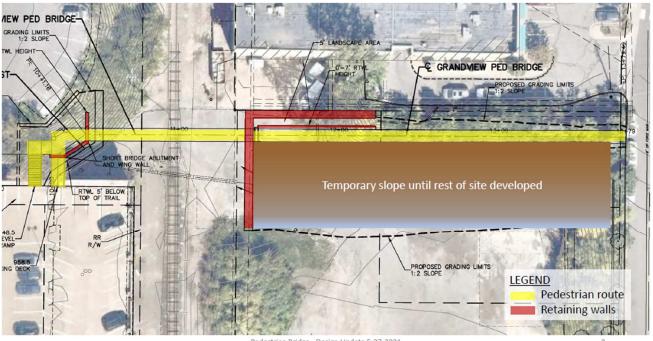
STAFF REPORT Page 3

Pedestrian Bridge and Sidewalk from Grandview Parking Ramp to Arcadia Avenue

Eight (8) bids were opened for a pedestrian connection between the Grandview Parking Ramp and Arcadia Avenue via sidewalk and a 10-ft wide pedestrian bridge over the CP Rail. CP Rail requires 10-ft high railing over the railroad tracks with screen openings no larger than 2-inches by 2-inches. Staff has provided precedent images of the bridge with screening and architectural panels. The project will include downward facing pedestrian lighting from the railing and color changing downward facing lighting on the architectural panels. The project will use approximately 5,000 cubic yards of recycled street materials from city operations that will provide a project savings of approximately \$100,000. Typically, the City has more recycled material than can be used.

Staff recommends awarding the Base Bid plus Schedule 1, Schedule 2, and Schedule 3 for a total contract amount listed in the table above with Pember Companies Inc. Pember Companies has recently successfully completed other projects for the City.

Image #1 Project Overview



Pedestrian Bridge - Design Update 5-27-2021

STAFF REPORT Page 4

Image #2 Pedestrian Experience Rendering

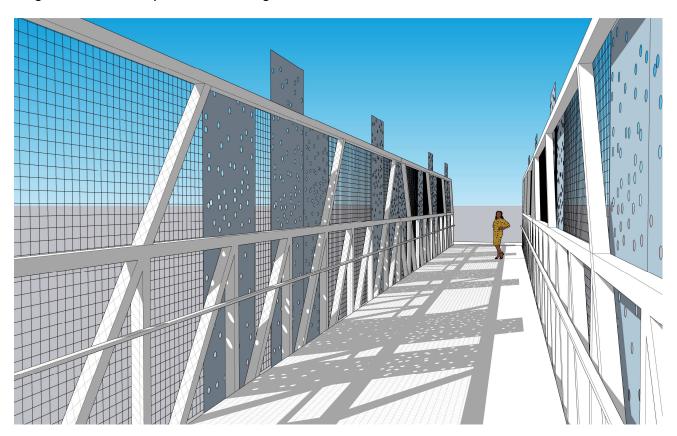
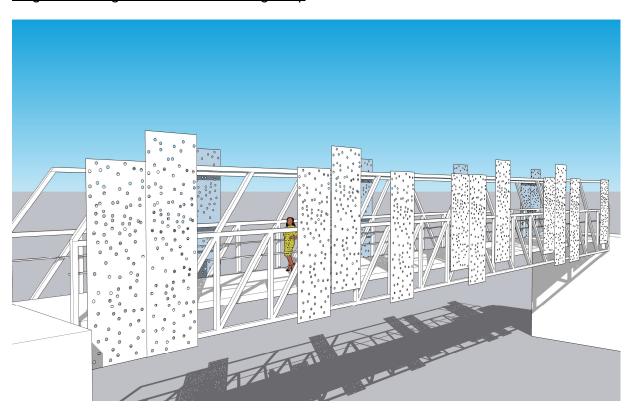
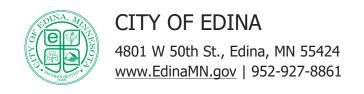


Image #3 Rending from Grandview Parking Ramp





Request for Purchase

Department: Engineering **Buyer:** Chad Millner **Date:** 06/18/2021

Requisition Description: ENG 21-6 Grandview Pedestrian Bridge

Vendor: PEMBER COMPANIES INC

Cost: \$1,947,168.90

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

This project will build a pedestrian bridge over CP Rail, connect to the upper and lower lelvels of the Grandview Parking Ramp and provide a sidewalk facility to Arcadia Avenue along the north property line of the old Public Works Site located at 5146 Eden Avenue.

BUDGET IMPACT:

This project is funded by Grandview 2 TIF funds.

COMMUNITY IMPACT:
This project will meet many of the seven guiding principles such as enhance the district's economic viability, design for the present and the future by pursuing logical increments of change using key parcels as stepping stones to a more vibrant, walkable, functional, attractive, and life-filled place, organize parking as an effective resource for the district by linking community parking to public and private destinations while also providing parking that is convenient for businesses and customers, improve movement within and access to the district for people of all ages by facilitating multiple modes of transportation, and preserve future transit opportunities provided by the rail corridor and create an identity and unique sense of place that incorporates natural spaces into a high quality and sustainable development reflecting Edina's innovative development heritage.
ENVIRONMENTAL IMPACT:
This project will will add public infrastructure which will require future maintenance. Construction operations will create GHG emissions. The project will use recycled street materials from city operations as backfill to reduce creating new aggregate base and creating shorter haul routes to bring the material to the site.

CONTRACT NO. ENG 21-6 Grandview District Pedestrian Bridge

THIS AGREEMENT made this <u>24th</u> day of <u>June</u>, <u>2021</u>, by and between the <u>Housing and Redevelopment</u> Authority of Edina, a Minnesota municipal corporation ("City") and <u>Pember Companies</u>, <u>N4449 469th Street</u>, <u>Menomonie</u>, <u>WI 54751</u> ("Contractor"). City and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

- 1. **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 Agreement.
 - B. Instructions to Bidders.
 - C. City of Edina General Contract Conditions.
 - D. Addenda numbers 1 to 3
 - E. Specifications prepared by Kimley-Horn Associates, Inc., dated May 28, 2021.
 - F. Plan sheets numbered 1-55.
 - G. Performance Bond.
 - H. Payment Bond.
 - I. Responsible Contractor Verification of Compliance.
 - J. Contractor's Bid dated June 17, 2021.

The Contract Documents are to be read and interpreted as a whole. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work and to require Contractor to provide the highest quality and greatest quantity consistent with the Contract Documents. If there are inconsistencies within or among part of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

- 1.1 Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the City for resolution before proceeding with the Work.
- 1.2 If a minor change in the Work is necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the City for approval before making the change.

The City shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this paragraph. Actual or alleged conflicts or inconsistencies between the Plans and Specifications or other Contract Documents shall be brought to the City's attention in writing, prior to performing the affected Work. The City's directions shall be followed by the Contractor.

- 2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.
- 3. **OBLIGATIONS OF THE CITY**. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the Contractor's bid **\$1,947,168.90**.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by City as provided in the General Conditions.
- B. Progress Payments; Retainage. City shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.
- C. Payments to Subcontractor.
 - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
 - (2) Form IC-134 required from general contractor. Minn. Stat. § 290.92 requires that the City of Edina obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

D. Final Payment. Upon final completion of the Work, City shall pay the remainder of the Contract Price as recommended by City.

5. COMPLETION DATE.

The Work must be completed and ready for final payment by November 30, 2022.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques,

sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor
 has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to
 Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Subcontracts:

- (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the City the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the City.
- (2) The Contractor is responsible to the City for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.
- (3) The Contract Documents shall not be construed as creating any contractual relation between the City and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.
- 7. WARRANTY. The Contractor guarantees that all new equipment warranties as specified within the bid shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications.
- **8. INDEMNITY**. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

9. MISCELLANEOUS.

- A. Terms used in this Agreement have the meanings stated in the General Conditions.
- B. City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such

stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

- (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
- (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. Copyright/Patent. Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from. If the equipment provided by the Contractor pursuant to this Agreement contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.
- F. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- G. Waiver. In the particular event that either party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either party, whether of the same or any other covenant, condition or obligation.
- H. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Agreement. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County.
- I. Severability. If any provision, term or condition of this Agreement is found to be or becomes unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Agreement, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire agreement.
- J. Entire Agreement. This Agreement represents the entire agreement of the parties and is a final, complete and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.
- K. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.
- L. If the work is delayed or the sequencing of work is altered because of the action or inaction of the City, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

M. Responsible Contractor. This contract may be terminated by the City at any time upon discovery by the City that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn Stat. § 16C.285, subd. 3.

HOUSING AND REDEVELOPMENT AUTHORITY OF EDINA	CONTRACTOR		
BY:	BY:		
Its Chair	Its		
AND	AND		
Its Executive Director	Its		

Request for Purchase

Department: Engineering **Buyer:** Chad Millner **Date:** 06/18/2021

Requisition Description: ENG 21-6 Grandview Ped Bridge Bury Power

Vendor: NORTHERN STATES POWER COMPANY, MINNESOTA

Cost: \$237,552.24

REPLACEMENT or NEW: REPLACEM - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

This project will bury the overhead power lines from Arcadia Avenue to the Grandview Parking Ramp to create a better pedestrian experience.

BUDGET IMPACT:

This project is funded by Grandview 2 TIF funds.

COMMUNITY IMPACT:
This project will meet many of the seven guiding principles such as enhance the district's economic viability, design for the present and the future by pursuing logical increments of change using key parcels as stepping stones to a more vibrant, walkable, functional, attractive, and life-filled place, organize parking as an effective resource for the district by linking community parking to public and private destinations while also providing parking that is convenient for businesses and customers, improve movement within and access to the district for people of all ages by facilitating multiple modes of transportation, and preserve future transit opportunities provided by the rail corridor and create an identity and unique sense of place that incorporates natural spaces into a high quality and sustainable development reflecting Edina's innovative development heritage.
ENVIRONMENTAL IMPACT:
This project will will add public infrastructure which will require future maintenance. Construction operations will create GHG emissions. The project will use recycled street materials from city operations as backfill to reduce creating new aggregate base and creating shorter haul routes to bring the material to the site.



STATEMENT OF WORK REQUESTED BY COUNTY, CITY, TOWN OR TOWNSHIP FOR PROJECTS WITH ESTIMATED CONSTRUCTION COSTS OVER \$25,000

06/17/21	
CITY OF EDINA C/O CHAD MILNER	
	("Municipality")
5146 EDEN AVE	
7450 METRO BLVD	
EDINA, MN 55439	
	CITY OF EDINA C/O CHAD MILNER 5146 EDEN AVE 7450 METRO BLVD

CONSISTING OF:

The following shall constitute the "Work" to be performed by Xcel Energy:

OVERHEAD TO UNDERGROUND CONVERSION OF EXISTING OVERHEAD FACILITES IN THE GRANDVIEW AREA FROM HWY 100 TO VERNON AVE TO EDEN AVE. PARCELS EXCLUDED ARE 5013 VERNON AVE, 5035 VERNON AVE & 5125 VERNON AVE. OHUG CONVERSION IS DEPENDENT ON THE CITY OF EDINA CONVERTING THE PROPERTY AT 5075 ARCADIA AVE TO RECIEVE UNDERGROUND SERVICE. CABLES TO BE DIRECTIONAL BORED IN. 4 CROSSINGS OF THE RAILROAD WILL BE INSTALLED IN CONDUIT. NEW CABINET LOCATIONS TO BE STAKED/VERIFIED BY CITY. SURVEY WORK TO BE DONE BY CITY

Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work ("Statement"). The current estimate for the Work is \$ 237,552.24 ("Estimate"). The estimate is compromised of the following major components:



Component	Sub-estimate
1200VAR CAPACITOR CABINET	1
PMH-9 SWITCHING CABINET	1
3PHASE FUSED LBC	1
3PHASE TERMINAL POLE	1
75kVA PADMOUNT TRANSFORMER	1
750AL FEEDER CABLE	130'
1/0AL 3 PHASE DISTRIBUTION CABLE	1510'
6" PVC CONDUIT	120'
4" PVC CONDUIT	120'

Total:

The undersigned herby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Sucharge, the City agrees to pay Xcel Energy on the ("Statement"). The current estimate for the Work is (\$ 118,776.00) which is fifty (50) percent of the Estimate ("Down Payment").

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facillities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therin. Municipality's and Xcel Energy's rights and obligations with respect to the facillities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commision.



In advance of the Work, Muncipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Muncipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from request of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's acutal cost of the Work. Upon Completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Muncipality, Xcel Energy shall provide Muncipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely nortify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471-425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

This Statement of Work is agreed to by Xcel Energy and Muncipality and receipt of the above Down Payment of \$ 118,776.00 is herby acknowledged on behalf of Xcel Energy.



Form 17-7012

Northern States Power Company [Municipality] a Minnesota corporation ("Xcel Energy")			
KARL R JOHNSON - DESIGN MANAGER Print Full Name and Title Print Full Name and Title (if applicable)			
Fillt Full Name and	i flue	Finit Full Name and Title (II applicable)	
Signature		Signature of Authorized Representative	
Address:	5309 W 70TH ST EDINA, MN 55439	Address:	
Phone:	952-380-2608	Phone:	
E-mail:	KARL.R.JOHNSON@XCELENERGY.CO	E-mail:	
Xcel Energy Work	Order # 12483654		
Estimated Constru	<u>222,870.30</u>	Estimated Removal \$ 14,681.94	
Estimated Total \$ 237,552.24			

Request for Purchase

Department: Engineering **Buyer:** Chad Millner **Date:** 06/16/2021

Requisition Description: ENG 21-6 Grandview Ped Bridge Private Electrical

Vendor: MUSKA ELECTRIC COMPANY

Cost: \$49,700.00

REPLACEMENT or NEW: REPLACEM - REPLACEMENT

PURCHASE SOURCE: QUOTE/BD - QUOTE/BID

DESCRIPTION:

This project will reconnect the power to 5075 Arcadia Avenue after Xcel buries the power lines from Arcadia Avenue to the Grandview Parking Ramp.

BUDGET IMPACT:

This project is funded by Grandview 2 TIF funds.

COMMUNITY IMPACT:
This project will meet many of the seven guiding principles such as enhance the district's economic viability, design for the present and the future by pursuing logical increments of change using key parcels as stepping stones to a more vibrant, walkable, functional, attractive, and life-filled place, organize parking as an effective resource for the district by linking community parking to public and private destinations while also providing parking that is convenient for businesses and customers, improve movement within and access to the district for people of all ages by facilitating multiple modes of transportation, and preserve future transit opportunities provided by the rail corridor and create an identity and unique sense of place that incorporates natural spaces into a high quality and sustainable development reflecting Edina's innovative development heritage.
ENVIRONMENTAL IMPACT:
This project will will add public infrastructure which will require future maintenance. Construction operations will create GHG emissions. The project will use recycled street materials from city operations as backfill to reduce creating new aggregate base and creating shorter haul routes to bring the material to the site.



4/7/2021

City of Edina Chad millner cmillner@EdinaMN.gov

Re: Upgraded underground electrical service at 5075 Arcadia Ave

We propose to provide material, labor, permit, and associated taxes for a complete install per the following scope:

- New 400amp CT/service disconnect
- 150KVA boosting transformer
 - Concrete pad for transformer included
- Xcel primary sleeves included
- Aluminum conductors included
 - Service assumed to be 50ft from existing service mast
- Back fill to sub-grade is included
 - Finish grade, landscaping restoration & underground sprinkler repair is not included
- Xcel concrete transformer pad not included
- No work for communication is utilities is included
- No patching of roof included
- No Temp generator included
- Overtime included for service switch over

Base bid: \$41,700.00

Alternate ADD for copper conductors: \$8,000.00

Sincerely,

Rob Madden

Rob Madden Muska Electric Company

Request for Purchase

Department: Engineering **Buyer:** Chad Millner **Date:** 06/16/2021

Requisition Description: ENG 21-6 Grandview Ped Bridge Supplemental Agreemnt

Vendor: KIMLEY-HORN AND ASSOCIATES INC

Cost: \$75,000.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: SERVIC K - SERVICE CONTRACT

DESCRIPTION: Engineering Services for Pedestrian Bridge

Kimley-Horn will provide construction services for a Pedestrian Bridge from Grandview Parking Ramp over the CP Railroad and continuing with a sidewalk facility to Arcadia Avenue.

BUDGET IMPACT:

The Project is funded by the Grandview 2 TIF District.

COMMUNITY IMPACT:		
This project will meet many of the seven guiding principles such as enhance the district's economic viability, design for the present and the future by pursuing logical increments of change using key parcels as stepping stones to a more vibrant, walkable, functional, attractive, and life-filled place, organize parking as an effective resource for the district by linking community parking to public and private destinations while also providing parking that is convenient for businesses and customers, improve movement within and access to the district for people of all ages by facilitating multiple modes of transportation, and preserve future transit opportunities provided by the rail corridor and create an identity and unique sense of place that incorporates natural spaces into a high quality and sustainable development reflecting Edina's innovative development heritage.		
ENVIRONMENTAL IMPACT:		
NA Engineering Services		



June 16, 2021

Mr. Chad Millner
Director of Engineering
City of Edina
7450 Metro Boulevard
Edina, MN 55439

RE: City of Edina – Grandview TIF District Improvements – Pedestrian Bridge and Trail

Supplemental Agreement to Master Agreement for

Professional Engineering Services

Dear Mr. Millner:

Kimley-Horn is pleased to submit this Supplemental Agreement for design and construction administration services in the Grandview TIF District for a new pedestrian bridge, trail, walls and connection structure to the parking ramp (Grandview Ramp) owned by the City of Edina (City) located at 5106 Brookside Avenue. This Supplemental Agreement amends the April 16, 2021 agreement for planning and design services. The work will be performed in accordance with Kimley-Horn's Master Services Agreement with the City.

Kimley-Horn was authorized by the City to proceed with Task 3 and 4 on May 10, 2021. On June 4, 2021 RJM provided an updated construction cost estimate of \$2.4M. This amendment addresses the additional design and construction administration effort for a project that has increased in scope from a \$2.0M construction cost estimate to \$2.4M. The primary change to the scope is the design of two bridges rather than one and the design of the west abutment / north abutment / stairs / landing area.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Task 3: Scope and fee unchanged from previous amendment.

Task 4: Construction Administration

- Construction Administration Replace previous scope with the following:
 - Prepare Notice of Award, Contract and NPDES permit
 - Preconstruction meeting and periodic construction meetings. Assumes twenty-six
 (26) total meetings, including preconstruction meeting.
 - Full-time on-site construction observation. Assumes twenty-six (26) weeks of construction with on average forty (40) hours per week of construction observation time
 - Review and respond to contractor product submittals, requests for information and change order requests.



- Prepare pay applications and change orders. Assumes six (6) pay applications and up to four (4) change orders.
- Prepare record drawings identifying any plan revisions or field changes noted by the contractor.
- Deliverables
 - Meeting agendas and summaries
 - o Pay applications
 - o Change orders
 - Record drawings

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Redesign after 50% plans to meet construction budget
- Topographic surveying
- Geotechnical services
- Architectural services

Schedule

We will provide our services based on the following schedule:

Bid Opening June 17, 2021 HRA Award Construction Contract June 24, 2021 TIF Bonding Completed June 30, 2021

Construction Phase Services July 2021 – December 2022

Fee and Billing

Kimley-Horn will perform the services in Tasks 1 - 3 on a lump sum basis and Task 4 on a labor fee plus expense basis with the maximum total fee shown below.

	Previous	Current	Total
	Authorization	Agreement	Authorized
Task 1: Concept Development and 50% Plans	\$ 90,000	\$ 0	\$ 90,000
Task 2: Meetings	\$ 10,000	\$ 0	\$ 10,000
Task 3: Final Design and Bidding	\$100,000	\$ 15,000	\$115,000
Task 4: Construction Administration	\$200,000	\$ 60,000	\$260,000
Total Fee	\$400,000	\$ 75,000	\$475,000



Kimley-Horn will not exceed the total fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee of \$225,000. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Kimley-Horn will perform the services in Task 4 on an hourly basis according to our then-current rates. A percentage of labor fee will be added to each invoice to cover certain expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Fees will be invoiced monthly based. Payment will be due within 25 days of the date of the invoice.

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions of the Master Agreement for Professional Engineering Service between the City and Kimley Horn and Associates, Inc. dated August 16, 2013.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Supplemental Agreement in the spaces provided below, retain one copy, and return the other to us. We appreciate this opportunity to continue our services to the City of Edina. Please contact me at 651-643-0451 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Daniel J. Coyle, P.E.

Project Manager / Vice President

Agreed to this _____ day of ______, 2021.

CITY OF EDINA

BY:

Chad Millner. Engineering Director

Request for Purchase

Department: Engineering **Buyer:** Chad Millner **Date:** 06/16/2021

Requisition Description: ENG 21-6 Grandview Ped Bridge Materials Testing

Vendor: BRAUN INTERTEC CORPORATION

Cost: \$55,218.00

REPLACEMENT or NEW: NEW - NEW

PURCHASE SOURCE: SERVIC K - SERVICE CONTRACT

DESCRIPTION: Engineering Services for Pedestrian Bridge

Braun will provide material testing services for a Pedestrian Bridge from Grandview Parking Ramp over the CP Railroad and continuing with a sidewalk facility to Arcadia Avenue.

BUDGET IMPACT:

The Project is funded by the Grandview 2 TIF District.

COMMUNITY IMPACT:
This project will meet many of the seven guiding principles such as enhance the district's economic viability, design for the present and the future by pursuing logical increments of change using key parcels as stepping stones to a more vibrant, walkable, functional, attractive, and life-filled place, organize parking as an effective resource for the district by linking community parking to public and private destinations while also providing parking that is convenient for businesses and customers, improve movement within and access to the district for people of all ages by facilitating multiple modes of transportation, and preserve future transit opportunities provided by the rail corridor and create an identity and unique sense of place that incorporates natural spaces into a high quality and sustainable development reflecting Edina's innovative development heritage.
ENVIRONMENTAL IMPACT:
NA Service Contract



Braun Intertec Corporation 11001 Hampshire Avenue S Minneapolis, MN 55438 Phone: 952.995.2000 Fax: 952.995.2020 Web: braunintertec.com

June 16, 2021

Revised Proposal QTB140255

Chad Millner, PE City of Edina 7450 Metro Blvd Edina, MN 55439

Re: Revised Proposal for Special Inspection and Construction Materials Testing Services

Grandview Pedestrian Bridge Project & Parking Ramp Repairs

5146 Eden Avenue

Edina, MN

Dear Mr. Millner:

Braun Intertec Corporation is pleased to submit this revised proposal to provide special inspection and construction materials testing services for the Grandview Pedestrian Bridge Project in Edina, Minnesota.

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

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

Our Bloomington office is located within twelve miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of Project

This project will include the construction of a number of retaining walls both wet cast (big block) and segmental (dry cast, smaller block) and two prefabricated steel bridges. The longer span bridge will be 116 feet long and span over the Canadian Pacific Soo Rail Line and be supported on two abutments that will be supported on helical anchors for a foundation system. The shorter of the two bridges will be 19.5 feet long and will be supported on one abutment and the existing parking ramp. Also included in the project will be the scope of services for the adjacent parking ramp repairs and monument sign.

The ramp repairs will consist of addressing areas of distress with a combination of repair work including saw cutting, surface roughening, post installed anchors, and finishing with concrete and mortar to spalled and damaged areas. The monument sign will consist of reinforced concrete footings and stem walls supporting a decorative façade.

Improvements to the trail system will also be included in this project which will include subgrade preparation, common embankment, aggregate base placement, new concrete curb and gutter, sidewalk, driveways. We understand this project is governed by two different standard specifications. The first is the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction 2018 Edition and the second is the International Building Code (IBC). Items identified on the statement of estimated quantities will dictate if the item is either MnDOT or IBC. Construction items that fall under IBC include cast in place concrete, decorative railing, structural steel, helical anchors, removal of the concrete barrier and brick façade, precast concrete block retaining wall (wet cast), segmental retaining wall- dry cast, and two prefabricated steel bridge with one being 116 feet long and the other 19.5 feet long. All other items are governed under MnDOT Standard Specifications.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Kimley-Horn and Associates Inc. dated June 4, 2021.
- Project plans for the parking ramp and monument sign prepared by Kimley-Horn and Associates Inc. dated April 15, 2021.
- Email correspondence with Chad Millner from the City of Edina and Dan Coyle from Kimley-Horn regarding project funding and materials testing specifications respectively.

Scope of Services- MnDOT Specified Items

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

Soil Related Services

- Measure the in-place dry density, moisture content and relative compaction of fill placed for pavement and/or utility support, and of utility backfill for compliance with the project. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents.
- Sample and test aggregate base materials for compliance with the project documents. This
 task includes laboratory gradation testing of aggregate base material.
- Perform MnDOT dynamic cone penetrometer (DCP) tests on aggregate base material.



Concrete Related Services

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

Consulting, Project Communication and Reporting Services

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

Scope of Services- IBC Specified Items- Pedestrian Bridge and Retaining Walls

Helical Pile Foundations Related Services

- We understand that additional scope may be added and/or removed pending helical pile designer drawings and requirements.
- Observe installation of the helical piles on a continuous basis.
- Observe the preconstruction load tests.
- Document depth, torque and time of helical piles installation.
- Engineering oversight and review of the services provided.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of pedestrian bridges, retaining walls, and slabs. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- We understand that additional scope may be added and/or removed pending segmental and precast wall designer drawings and requirements.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.
- Test compacted fill placed to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.



Concrete Related Services

- Observe concrete reinforcement and formwork prior to placement.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples following ACI requirements.
- Observe the installation of post-installed anchors on a periodic basis.

Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and document the installation of the base plate anchor bolts.
- Observe and inspect the structural steel fabrication shop for review of quality control.
- Observe the installation of post-installed anchors.

Scope of Services- IBC Specified Items- Parking Ramp Repairs & Monument Sign

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of a monument sign.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement and formwork prior to placement.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples following ACI requirements.
- Observe the installation of post-installed anchors on a periodic basis.

Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and document the installation of the base plate anchor bolts.
- Observe and inspect the structural steel fabrication shop for review of quality control.
- Observe the installation of post-installed anchors.



Basis of Scope of Work- MnDOT Specified Items

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

- We assume it will take four trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on aggregate base material will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of four tests will be conducted each trip with one trip assumed.
- We assume six sets of concrete tests will be required to complete the MnDOT portion of this project.
- We assume the rebar observations before concrete placements will be completed by the project representative's construction oversight manager for the MnDOT portions of this project.
- We assume the project engineer of record will review and approve contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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

Basis of Scope of Work- IBC Specified Items

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

- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule was not available at the time of this proposal we request an opportunity to review the contractor's schedule once it is available and revise our cost estimate if needed based on the proposed schedule.
- The helical piles will be placed at an average of 150 linear feet per day and require 4 days to complete. We have assumed that observations will be required on a full-time basis.



- We assume the structural steel fabricator will not be AISC certified and review of quality control manual or inspections of the fabrication shop are required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- The repair work of the parking ramp is heavily dependent on the contractor, whether portions of the work will completed in unison or if parts of the ramp will be open during repair work. For a more specific and accurate number for miscellaneous repair concrete work we would need to reference a proposed project schedule or have a discussion with the selected contractor.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$55,218. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

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



General Remarks

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

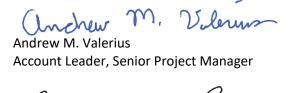
We appreciate the opportunity to present this proposal to you. After reviewing this proposal, please sign and return one copy to our office as notification of acceptance and authorization to proceed. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

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



We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).



Jeffrey A. Gebhard, PE

Date

Vice President, Principal Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm	
Authorizer's Signature	
Authorizer's Name (please print or type)	
Authorizer's Title	





QTB140255

City of Edina -Grandview Pedestrian Bridge, City Proj #21026

Client:	Work Site Address:	Service Description:
City of Edina Chad Millner 7450 Metro Blvd Edina, MN 55439 (926) 826-0300	5146 Eden Avenue Edina, MN 55436	Special Inspections and Construction Materials Testing

	Description			Quantity	Units	Unit Price	Extensio
ase 1	MnDOT Testing						
Activity 1.1	Soil Testing						\$2,676.0
207	Compaction Testing - Nuclear			10.00	Hour	82.00	\$820.0
	Work Activity Detail		Units	Hı	s/Unit	Extension	
	Utility Backfill		Trips		2.50	5.00	
	Embankment	2.00	Trips		2.50	5.00	
1308	Nuclear moisture-density meter charge, per hou	r		10.00	Each	24.00	\$240.
217	Compaction Testing - DCP's			3.00	Hour	82.00	\$246.
	Work Activity Detail	Qty	Units	Hı	s/Unit	Extension	
	Aggregate Base	1.00	Trips		3.00	3.00	
1530AG	Asphalt Content of Aggregate Base, per sample			1.00	Each	150.00	\$150.0
209	Sample pick-up			3.00	Hour	82.00	\$246.
1318	Moisture Density Relationship (Standard), per sa	ample		3.00	Each	185.00	\$555.0
1162	Sieve Analysis with 200 wash, per sample			2.00	Each	136.00	\$272.0
1861	CMT Trip Charge			7.00	Each	21.00	\$147.0
Activity 1.2	Concrete Testing						\$2,594.0
261	Concrete Testing			15.00	Hour	82.00	\$1,230.
	Work Activity Detail	Qty	Units	Hı	s/Unit	Extension	
	Curb and Gutter	1.00	Trip		2.50	2.50	
	Flatwork	3.00	Trips		2.50	7.50	
	Stairs	1.00	Trip		2.50	2.50	
	Light Pole Bases	1.00	Trip		2.50	2.50	
1364	Compressive strength of concrete cylinders (AS specimen	STM C 39), per		20.00	Each	31.00	\$620.
	Work Activity Detail	Qty	Units	Hı	s/Unit	Extension	
	Curb and Gutter	1.00	Set		3.00	3.00	
	Flatwork	3.00	Sets		3.00	9.00	
	Stairs	1.00			3.00	3.00	
	Light Pole Bases	1.00	Set		5.00	5.00	
278	Concrete Cylinder Pick up			6.00	Hour	82.00	\$492.
	Work Activity Detail		Units	Hı	s/Unit	Extension	
	Cylinder Pickup	6.00	Trips		1.00	6.00	
1861	CMT Trip Charge			12.00	Each	21.00	\$252.0
Activity 1.3	Project Management						\$1,309.0
226	Project Manager			6.00	Hour	160.00	\$960.0
228	Senior Project Manager			1.00	Hour	185.00	\$185.0
238	Project Assistant			2.00	Hour	82.00	\$164.0
					Ph	ase 1 Total:	\$6,579.0
ase 2	Special Inspection and Observations						
Activity 2.1	Helical Anchor Observations						\$5,508.0

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City of Edina -Grandview Pedestrian Bridge, City Proj #21026

240	Observations, Piles & Piers		40.00 Hour	94.00	\$3,760.0
	Work Activity Detail	Qty Units	Hrs/Unit	Extension	
	Continuous Helical Anchor Observation	4.00 Trips	8.00	32.00	
	Preproduction Load Tests	2.00 Trips	4.00	8.00	
1490	Compressive strength of 2x2 grout cube (ASTI specimen	M C 109), per	12.00 Each	32.00	\$384.0
126	Project Engineer		6.00 Hour	160.00	\$960.0
278	Grout Cube Sample Pick up		2.00 Hour	82.00	\$164.0
1861	CMT Trip Charge		8.00 Each	30.00	\$240.0
Activity 2.2	Soil Observations and Testing				\$20,389.0
206	Excavation Observations		64.00 Hour	94.00	\$6,016.0
	Work Activity Detail	Qty Units	Hrs/Unit	Extension	
	Site Grading	4.00 Trips	3.00	12.00	
	Precast Wall Observations	20.00 Trips	2.00	40.00	
	Segmental Wall Observations	6.00 Trips	2.00	12.00	
207	Compaction Testing - Nuclear	oloo mpo	111.00 Hour	82.00	\$9,102.0
207	Work Activity Detail	Qty Units	Hrs/Unit	Extension	φο,τοΣι
	Precast Wall Compaction Testing	20.00 Trips	3.00	60.00	
	Abutment Backfill	5.00 Trips	3.00	15.00	
	Segmental Wall Backfill	12.00 Trips	3.00	36.00	
1308	Nuclear moisture-density meter charge, per ho	· ·	111.00 Each	24.00	\$2,664.0
1861	CMT Trip Charge	ui	47.00 Each	30.00	\$1,410.0
	Senior Engineer		3.00 Hour	185.00	\$555.0
1210	-	samnle	2.00 Each		\$370.0
1318	Moisture Density Relationship (Standard), per sample 2.00 Each 185.00 Sieve Analysis with 200 wash, per sample 2.00 Each 136.00			\$272.0	
1162			2.00 Lacii	130.00	
Activity 2.3	Concrete Observations and Testing		44.00 11	04.00	\$5,884.0
260	Concrete Observations		11.00 Hour	94.00	\$1,034.0
	Work Activity Detail	Qty Units 3.00 Trips	Hrs/Unit	Extension	
	Abutments	3 DD Tring	1.00	3.00	
		·	4.00	0.00	
	Wingwalls	3.00 Trips	1.00	3.00	
	Wingwalls Approach Slabs	3.00 Trips 2.00 Trips	1.00	2.00	
	Wingwalls Approach Slabs Concrete Deck	3.00 Trips 2.00 Trips 2.00 Trips	1.00 1.00	2.00 2.00	
	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam	3.00 Trips 2.00 Trips	1.00 1.00 1.00	2.00 2.00 1.00	
261	Wingwalls Approach Slabs Concrete Deck	3.00 Trips 2.00 Trips 2.00 Trips	1.00 1.00	2.00 2.00	\$2,255.0
261	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units	1.00 1.00 1.00	2.00 2.00 1.00	\$2,255.0
261	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips	1.00 1.00 1.00 27.50 Hour <i>Hrs/Unit</i> 2.50	2.00 2.00 1.00 82.00 Extension 7.50	\$2,255.0
261	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips	1.00 1.00 1.00 27.50 Hour <i>Hrs/Unit</i> 2.50 2.50	2.00 2.00 1.00 82.00 Extension 7.50 7.50	\$2,255.0
261	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00	\$2,255.0
261	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips	1.00 1.00 1.00 27.50 Hour <i>Hrs/Unit</i> 2.50 2.50	2.00 2.00 1.00 82.00 Extension 7.50 7.50	\$2,255.0
261	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00	\$2,255.0
261	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 5.00	
	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 5.00 2.50	\$410.0
278	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Cylinder Pick up CMT Trip Charge Compressive strength of concrete cylinders (A	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trips	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50 2.50 Hour	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 5.00 2.50	\$410.0 \$480.0
278 1861	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Cylinder Pick up CMT Trip Charge Compressive strength of concrete cylinders (Aspecimen)	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trips 1.00 Trip	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50 16.00 Hour 16.00 Each	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 2.50 82.00 30.00	\$410.0 \$480.0
278 1861	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Cylinder Pick up CMT Trip Charge Compressive strength of concrete cylinders (Aspecimen) Work Activity Detail	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trips 1.00 Trip ASTM C 39),per Qty Units	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50 4.50 5.00 Hour 16.00 Each 55.00 Each	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 2.50 82.00 30.00 31.00 Extension	\$410.0 \$480.0
278 1861	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Cylinder Pick up CMT Trip Charge Compressive strength of concrete cylinders (Aspecimen) Work Activity Detail Abutments	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip ASTM C 39),per Qty Units 3.00 Set	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50 5.00 Hour 16.00 Each 55.00 Each Hrs/Unit 5.00	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 2.50 82.00 30.00 31.00 Extension	\$410.0 \$480.0
278 1861	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Cylinder Pick up CMT Trip Charge Compressive strength of concrete cylinders (Aspecimen) Work Activity Detail Abutments Wingwalls	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trips 4.STM C 39),per Qty Units 3.00 Set 3.00 Set	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50 5.00 Hour 16.00 Each 55.00 Each Hrs/Unit 5.00 5.00	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 2.50 82.00 30.00 31.00 Extension 15.00 15.00	\$410.0 \$480.0
278 1861	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Cylinder Pick up CMT Trip Charge Compressive strength of concrete cylinders (Aspecimen) Work Activity Detail Abutments Wingwalls Approach Slabs	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trips 4.STM C 39),per Qty Units 3.00 Set 3.00 Set 2.00 Set	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50 5.00 Hour 16.00 Each 55.00 Each Hrs/Unit 5.00 5.00 5.00	2.00 2.00 1.00 82.00 Extension 7.50 5.00 5.00 2.50 82.00 30.00 31.00 Extension 15.00 15.00	\$410.0 \$480.0
278 1861	Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Testing Work Activity Detail Abutments Wingwalls Approach Slabs Concrete Deck Utility Grade Beam Concrete Cylinder Pick up CMT Trip Charge Compressive strength of concrete cylinders (Aspecimen) Work Activity Detail Abutments Wingwalls	3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trip Qty Units 3.00 Trips 3.00 Trips 2.00 Trips 2.00 Trips 1.00 Trips 4.STM C 39),per Qty Units 3.00 Set 3.00 Set	1.00 1.00 1.00 27.50 Hour Hrs/Unit 2.50 2.50 2.50 2.50 2.50 5.00 Hour 16.00 Each 55.00 Each Hrs/Unit 5.00 5.00	2.00 2.00 1.00 82.00 Extension 7.50 7.50 5.00 2.50 82.00 30.00 31.00 Extension 15.00 15.00	\$2,255.0 \$410.0 \$480.0 \$1,705.0

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City of Edina -Grandview Pedestrian Bridge, City Proj #21026

	605	ICC Structural Steel Technician			33.00	Hour	104.00	\$3,432.00
Fab Ships Inspections		Work Activity Detail	Qty	Units	Hi	rs/Unit	Extension	
NDE Final Report 1.00 Each 1.00 1.00 1.00 1.00		-				3.00	12.00	
		Fab Shop Inspections	4.00	Trips		5.00	20.00	
Activity 2.5 Project Management, Engineering Review, Oversight 5.00 Hour 82.00 \$410.00 \$226 Project Manager 18.00 Hour 185.00 \$555.00 \$265.0		NDE Final Report	1.00	Each		1.00	1.00	
238	1664	NDE Trip charge			8.00	Each	30.00	\$240.00
Project Manager	Activity 2.5	Project Management, Engineering Review, Ov	ersight					\$3,845.00
Phase 3 Special Inspection and Observation (Ramp Repair & Monument Sign) St. 490.00	238	Project Assistant			5.00	Hour	82.00	\$410.00
Phase 3 Special Inspection and Observation (Ramp Repair & Monument Sign)	226	Project Manager			18.00	Hour	160.00	\$2,880.00
Phase 3 Special Inspection and Observation (Ramp Repair & Monument Sign)	128	Senior Engineer			3.00	Hour	185.00	\$555.00
Activity 3.1 Soll Observations 3.00 Hour 94.00 \$282.00		<u>'</u>				Ph	ase 2 Total:	\$39,298.00
Activity 3.1 Soll Observations 3.00 Hour 94.00 \$282.00	Phase 3	Special Inspection and Observation (Ramp Re	nair & Mo	numar	nt Sian)			
206 Excavation Observations 3.00 Hour 94.00 \$282.00			pan & MC	mumer	it Sigil)			\$1.400.00
Work Activity Detail		_			0.00		04.00	
Foundation Excavations (Monument Sign 1.00 Trip 3.00 3.00 5.00	206							\$282.00
Compaction Testing - Nuclear		<u> </u>	•		Hi			
Work Activity Detail Qty Units Hrs/Unit Extension Subgrade Preparation 1.00 Trip 3.00		, ,	1.00	Trip		3.00	3.00	
Wall Backfill 1.00 Trip 3.00 3.00 3.	207	Compaction Testing - Nuclear			6.00	Hour	82.00	\$492.00
Subgrade Preparation 1.00 Trip 3.00 3.00 \$1144.00 1861 CMT Trip Charge 4.00 Each 24.00 \$1144.00 209 Sample pick-up 1.00 Hour 82.00 \$82.00 128 Senior Engineer 1.00 Hour 185.00 \$185.00 1318 Moisture Density Relationship (Standard), per sample 1.00 Each 185.00 \$185.00		Work Activity Detail	Qty	Units	Hi	rs/Unit	Extension	
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1861 CMT Trip Charge		Subgrade Preparation	1.00	Trip		3.00	3.00	
209 Sample pick-up	1308	Nuclear moisture-density meter charge, per hour			6.00	Each	24.00	\$144.00
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QTB140255

City of Edina -Grandview Pedestrian Bridge, City Proj #21026

	Ctore Mall	4.00 0-4	<i>E</i> 00	F 00	
	Stem Wall	1.00 Set	5.00	5.00	
	Misc. Concrete Infills and Repairs	3.00 Sets	5.00	15.00	
Activity 3.3	Structural Steel Observations and Testin	g			\$996.00
605	ICC Structural Steel Technician		9.00 Hour	104.00	\$936.00
	Work Activity Detail	Qty Units	Hrs/Unit	Extension	
	Anchor Bolts @ Metal Frame	1.00 Trip	3.00	3.00	
	Post Intalled Anchors	1.00 Trip	3.00	3.00	
	Welding, Framing	1.00 Trip	3.00	3.00	
1664	NDE Trip charge		2.00 Each	30.00	\$60.0
Activity 3.4	Project Management, Engineering Review	w, Oversight			\$1,711.00
238	Project Assistant		3.00 Hour	82.00	\$246.0
226	Project Manager		8.00 Hour	160.00	\$1,280.0
128	Senior Engineer		1.00 Hour	185.00	\$185.0
			Pha	ase 3 Total:	\$9,341.0

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General Conditions

Construction Material Testing and Special Inspections



Section 1: Agreement

- 1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.
- **1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.
- 1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

- **2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.
- 2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.
- 2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

- **2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.
- **2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.
- **2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.
- 2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

- **3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.
- **3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.
- **3.3** If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.
- **3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.
- **3.5** The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

- **4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.
- **4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.
- **4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.
- **4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

- **5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.
- **5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.
- **5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

GC-CMT Page 1 of 2

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

- **5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.
- **5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.
- **5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.
- 5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.
- **5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.
- **5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.
- **Section 6: Disputes, Damage, and Risk Allocation 6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either
- empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.
- 6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

- **6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.
- 6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.
- 6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.
- **6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

- 7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions of persons for whom you are legally responsible.
- **7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

- **8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.
- **8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.
- **8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.
- **8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.
- **8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- **8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Edina Housing and Redevelopment Authority Established 1974

CITY OF EDINA

HOUSING & REDEVELOPMENT

AUTHORITY

4801 West 50th Street Edina, MN 55424

www.edinamn.gov

Date: June 24, 2021 Agenda Item #: VII.A.

To: Chair & Commissioners of the Edina HRA

Item Type:

Report / Recommendation

From: Stephanie Hawkinson, Affordable Housing

Development Manager

Item Activity:

Subject: Resolution No. 2021-05: Supporting Senior

Affordable Housing at 4040 W. 70th St. Using Tax

Increment Financing

Action

ACTION REQUESTED:

Adopt Resolution 2021-05.

INTRODUCTION:

Financing for affordable housing is complex. There are annual funding application deadlines that must be met to avoid waiting a full year for the next application cycle. For a Developer to submit a competitive application, it is helpful for the City to be the first source of funding committed. This serves to leverage funds from other public sources.

HRA Resolution No. 2021-05 states that the HRA will consider providing TIF financing for the development of 4040 W. 70th St. To do so, there will be a public hearing on August 4 regarding the creation of a Housing TIF District.

The Southeast Edina Redevelopment Project Area was modified in 2019 to allow for Southdale 2 TIF Pooled funds to be used for the acquisition of 4040 W. 70th. For those funds to be exchanged with Southdale 2 TIF Special Legislative Funds that sunset on December 31, 2021 and to capture new increment, a new Housing TIF District will need to be created. That is the subject of the August 4 Public Hearing.

Resolution 2021-05 authorizes the use of TIF increment subject to the Housing TIF District being approved. It is being brought before the HRA prior to August 4 to support the Developer's funding applications.

ATTACHMENTS:

Staff Report

Resolution No. 2021-05

Resolution No. 2021-05 Revised Redlined

Resolution No. 2021-05 Revised Clean

STAFF REPORT



Date:

June 24, 2021

To:

Board of the Edina Housing and Redevelopment Authority

From:

Stephanie Hawkinson, Affordable Housing Development Manager

Subject:

Resolution 2021-05 Supporting Affordable Housing at 4040 W. 70th St. Using Tax

Increment Financing

Information / Background:

On December 17, 2019 the City Council approved Resolution 2019-116 following a Public Hearing on modifying the Southeast Edina Redevelopment Project Area and Tax Increment Financing (TIF) Plan to allow Southdale 2 TIF Pooled funds to be used for the acquisition of 4040 W. 70th Street acquisition ("Site"). Subsequently the HRA approved a \$3,650,000 loan to the Edina Housing Foundation ("Foundation") using Southdale 2 TIF pooled funds as the source.

After executing a loan agreement with the HRA in May 2020, the Foundation acquired the Site and selected an affordable housing developer through a competitive Request for Qualifications process. The Foundation selected Lupe Development Partners together with Ecumen ("Developer") to develop 118-units of 100% affordable, age-restricted housing. The Foundation and Developer entered into a Ground Lease to keep the development affordable for 99-years.

Affordable Housing Financing

The financing of affordable housing is very complex. Pooled resources from several different investors are typical. It is not unusual for a project of this type to combine financial resources from 6 to 12 different sources.

On July 15, 2021 the Developer intends to apply to Minnesota Housing Finance Authority (MHFA) for Low Income Housing Tax Credits (LIHTC) and a deferred loan. If this application is selected, funding would be made available to start construction in 2022. The Developer will also be requesting that the City apply for a Livable Communities Development grant from the Metropolitan Council in September 2021.

STAFF REPORT Page 2

The developer requests that the Edina HRA serve as an early funder of the project. Financial support by local municipalities is taken into strong consideration when the MHFA evaluates the readiness of a project to secure tax credits and a deferred loan.

The developer requests financial support from the Edina HRA through the use of tax increment financing (TIF). This request is aligned with the mission and purpose of the Edina HRA and is consistent with the City's Comprehensive Plan to provide and additional 1,804 new affordable units by 2030.

Time is of the essence because applications for MHFA funding are due July 15, 2021.

The MHFA requires that local support be demonstrated by submitting a Resolution of Support. The City/HRA provided a similar resolution in 2015 when Beacon Interfaith Housing pursued funding for the 66 West Apartments; in 2018 to support Aeon's MHFA application for the Sound on 76th; and in 2019 in support of MWF's application for Amundson Flats.

Resolution 2021-05 pledges financial support using tax increment financing for approximately \$2,241,000. This is the initial estimate of available increment if the City and HRA eventually create a new Housing TIF District. This estimate has been determined by the Developer. Ehlers, the City's Financial Advisor, will complete their analysis prior to the August 4, 2021 Public Hearing. This pledge can be revoked in 2023 if Developer is not successful in securing funding after three rounds.

Compliance with Approved City Plans

I. Greater Southdale District Plan

The Greater Southdale District Plan supports the development of affordable age-restricted housing at 4040 W. 70th Street. In addition to the site being zoned appropriately, the plan states the following:

The Greater Southdale District has an important role to play in accommodating expected housing growth. Already an area characterized by high density residential and mixed-use development, it is guided for additional infill development of a similar or higher intensity. The presence of jobs, retail and services, transit, and public amenities means this area contains the elements for a complete community, which can leverage these advantages for a convenient and accessible lifestyle for a range of household types.

Affordable housing is a necessary component of the housing mix. This is especially true given the demographic future of Greater Southdale. The expected growth in the senior population and the desire to attract young workers and families both point to the need to have more affordable housing, including options for those that might choose to move here from other parts of the community. (pg 85)

STAFF REPORT Page 3

2. Advancing Housing Priorities in Edina (Housing Strategy Task Force Report)

The Housing Strategy Task Force Reports supports the development of affordable senior housing. Two of the three key principles state:

- Housing Choice: Support the development of a wide range of housing options to meet the diverse needs and preferences for the existing and future Edina community.
- Affordability: Encourage the development and maintenance of diverse housing options affordable to residents at a range of incomes and life stages.

The Report states a priority should be to develop 199 new units of affordable rental housing for seniors (pg. 3). This is supported by the MaxField Study that was completed in 2020 that states there is a demand for 553 new units of independent congregate living for seniors and 576 new units of affordable housing for active seniors.

Next Steps for 4040 W. 70th Street

- August 4, 2021 Public Hearing for the Formation of a TIF District
 Second reading for Site Plan approval and PUD Ordininance
- Late Fall 2021 Approval of Redevelopment Agreement
- Winter 2022 Funding Awards announced.
- Autumn 2022 Financial closing (if awarded funding during the first round of applications)

Staff recommends that the HRA approve this Resolution to demonstrate its commitment to creating new affordable housing in Edina.

EDINA HOUSING AND REDEVELOPMENT AUTHORITY CITY OF EDINA COUNTY OF HENNEPIN STATE OF MINNESOTA

HRA RESOLUTION NO. 2021-05

SUPPORTING SENIOR AFFORDABLE HOUSING AT 4040 W. 70TH ST. USING TAX INCREMENT FINANCING

BE IT RESOLVED by the Housing and Redevelopment Authority of the City of Edina, Minnesota as follows:

WHEREAS; the City of Edina recognizes the need to create affordable housing units to supplement the stock of market rate units available in the marketplace; and

WHEREAS, the HRA entered into a loan agreement with the Edina Housing Foundation for \$3,650,000 for the acquisition of 4040 West 70th Street for the sole purpose of facilitating the development of affordable housing; and

WHEREAS, Lupe Development Partners together with Ecumen (the "Developer") propose to construct a new 100% affordable multi-family housing project on the site that consists of approximately 118 rental apartment units, restricted to seniors (the "Project"); and

WHEREAS, the Developer entered into a 99-year ground lease with the Edina Housing Foundation in October 2020 and is currently seeking funding from several sources to begin construction in 2022; and

WHEREAS, the Project will be owned by a limited partnership to be formed by the Developer; and

WHEREAS, a variety of grants or other public financial assistance will be required to build the Project including low-income housing tax credits ("LIHTC") from the Minnesota Housing Finance Agency (the "MHFA") and Housing Revenue Bonds; and

WHEREAS, the Edina Housing and Redevelopment Authority has access to funds that have been collected or could be used to support affordable housing located within the boundaries of the Southeast Edina Redevelopment Project Area; and

WHEREAS, the Project will be developed with the requirements of Minnesota Statutes §§ 469.174 to 469.1794 (the "TIF Act"), including but not limited to the requirements set forth in Minnesota Statutes § 469.1761; and

WHEREAS, the Project is estimated to cost approximately \$32,373,900 and the Developer is requesting approximately \$2,241,000 in tax increment financing from the City; and

WHEREAS, the City and the Developer will negotiate a Redevelopment Agreement governing the Project that will satisfy all requirements of the TIF Act; and

WHEREAS, subject to the requirements of the Redevelopment Agreement governing the Project and the requirements of the TIF Act, the City will establish a new housing TIF district pursuant to the TIF Act and 2014 Minnesota Session Laws, Chapter 308, Article 6, Section 8 (the "Edina Legislation") that will include the Property (the "Housing TIF District"); and

WHEREAS, A Public Hearing regarding the establishment of the 4040 W. 70th St. TIF District is scheduled for August 4, 2021; and

WHEREAS, the establishment of the Housing TIF District for the Project and the pledging of the tax increment to secure a loan for the project will be a local contribution and will assist the Developer in securing the approvals from the MHFA for LIHTC and additional financing.

NOW THEREFORE, BE IT RESOLVED, the Housing and Redevelopment Authority of the City of Edina endorses the Developer's application for LIHTC and deferred financing as allocated by MHFA; and

BE IT FURTHER RESOLVED, the Edina Housing and Redevelopment Authority shall provide, subject to the requirements and conditions of this Resolution and the TIF Act, a total of up to \$2,241,000 in tax increment financing in order to facilitate the financing of the Project. If MHFA funding is not approved by December 1, 2023, the Housing and Redevelopment Authority may rescind its financing commitment to the Project.

Dated: June 24, 2021		
Attest:		
James Pierce, Secretary	James B. Hovland, Chair	

STATE OF MINNESOTA) COUNTY OF HENNEPIN CITY OF EDINA)) SS			
	CERTIFICATE	OF EXECUTIVE DIREC	CTOR	
I, the undersigned duly appointed Authority do hereby certify that Redevelopment Authority at its I Meeting.	the attached and f	oregoing Resolution wa	is duly adopted by the E	Edina Housing and
WITNESS my hand and seal of th	ne City this	day of	, 2021.	
		Scott Neal	Executive Director	

EDINA HOUSING AND REDEVELOPMENT AUTHORITY CITY OF EDINA COUNTY OF HENNEPIN STATE OF MINNESOTA

HRA RESOLUTION NO. 2021-05

SUPPORTING SENIOR AFFORDABLE HOUSING AT 4040 W. 70TH ST. USING TAX INCREMENT FINANCING

BE IT RESOLVED by the Housing and Redevelopment Authority of the City of Edina, Minnesota as follows:

WHEREAS; the City of Edina recognizes the need to create affordable housing units to supplement the stock of market rate units available in the marketplace; and

WHEREAS, the HRA entered into a loan agreement with the Edina Housing Foundation for \$3,650,000 for the acquisition of 4040 West 70th Street for the sole purpose of facilitating the development of affordable housing; and

WHEREAS, Lupe Development Partners together with Ecumen (the "Developer") propose to construct a new 100% affordable multi-family housing project on the site that consists of approximately 118 rental apartment units, restricted to seniors (the "Project"); and

WHEREAS, the Developer entered into a 99-year ground lease with the Edina Housing Foundation in October 2020 and is currently seeking funding from several sources to begin construction in 2022; and

WHEREAS, the Project will be owned by a limited partnership to be formed by the Developer; and

WHEREAS, a variety of grants or other public financial assistance will be required to build the Project including low-income housing tax credits ("LIHTC") from the Minnesota Housing Finance Agency (the "MHFA") and Housing Revenue Bonds; and

- **WHEREAS**, the Edina Housing and Redevelopment Authority has access to funds that have been collected or could be used to support affordable housing located within the boundaries of the Southeast Edina Redevelopment Project Area; and
- **WHEREAS**, the Project will be developed with the requirements of Minnesota Statutes §§ 469.174 to 469.1794 (the "TIF Act"), including but not limited to the requirements set forth in Minnesota Statutes § 469.1761; and
- **WHEREAS**, the Project is estimated to cost approximately \$32,373,900 and the Developer is requesting approximately \$2,241,000 \$1,808,000 in tax increment financing from the City; and
- **WHEREAS**, the City and the Developer will negotiate a Redevelopment Agreement governing the Project that will satisfy all requirements of the TIF Act; and
- WHEREAS, subject to the requirements of the Redevelopment Agreement governing the Project and the requirements of the TIF Act, the City will establish a new housing TIF district pursuant to the TIF Act and 2014 Minnesota Session Laws, Chapter 308, Article 6, Section 8 (the "Edina Legislation") that will include the Property (the "Housing TIF District"); and
- **WHEREAS,** A Public Hearing regarding the establishment of the 4040 W. 70th St. TIF District is scheduled for August 4, 2021; and
- **WHEREAS**, the establishment of the Housing TIF District for the Project and the pledging of the tax increment to secure a loan for the project will be a local contribution and will assist the Developer in securing the approvals from the MHFA for LIHTC and additional financing.
- **NOW THEREFORE, BE IT RESOLVED**, the Housing and Redevelopment Authority of the City of Edina endorses the Developer's application for LIHTC and deferred financing as allocated by MHFA; and
- **BE IT FURTHER RESOLVED**, the Edina Housing and Redevelopment Authority shall provide, subject to the requirements and conditions of this Resolution and the TIF Act, a total of up to \$2,241,000 \$1,808,000 in tax increment financing in order to facilitate the financing of the Project. If MHFA funding is not approved by December 1, 2023, the Housing and Redevelopment Authority may rescind its financing commitment to the Project.

Dated: June 24, 2021	
Attest: James Pierce, Secretary	James B. Hovland, Chair
STATE OF MINNESOTA) COUNTY OF HENNEPIN) SS CITY OF EDINA)	
CERTIFICA	TE OF EXECUTIVE DIRECTOR
Authority do hereby certify that the attached as	ecutive Director for the Edina Housing and Redevelopment nd foregoing Resolution was duly adopted by the Edina Housing and g of June 24, 2021, and as recorded in the Minutes of said Regular
WITNESS my hand and seal of the City this	day of, 2021.
	Scott Neal, Executive Director

EDINA HOUSING AND REDEVELOPMENT AUTHORITY CITY OF EDINA COUNTY OF HENNEPIN STATE OF MINNESOTA

HRA RESOLUTION NO. 2021-05

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WHEREAS, Lupe Development Partners together with Ecumen (the "Developer") propose to construct a new 100% affordable multi-family housing project on the site that consists of approximately 118 rental apartment units, restricted to seniors (the "Project"); and

WHEREAS, the Developer entered into a 99-year ground lease with the Edina Housing Foundation in October 2020 and is currently seeking funding from several sources to begin construction in 2022; and

WHEREAS, the Project will be owned by a limited partnership to be formed by the Developer; and

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- **WHEREAS**, the Project is estimated to cost approximately \$32,373,900 and the Developer is requesting approximately \$1,808,000 in tax increment financing from the City; and
- **WHEREAS**, the City and the Developer will negotiate a Redevelopment Agreement governing the Project that will satisfy all requirements of the TIF Act; and
- WHEREAS, subject to the requirements of the Redevelopment Agreement governing the Project and the requirements of the TIF Act, the City will establish a new housing TIF district pursuant to the TIF Act and 2014 Minnesota Session Laws, Chapter 308, Article 6, Section 8 (the "Edina Legislation") that will include the Property (the "Housing TIF District"); and
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- **NOW THEREFORE, BE IT RESOLVED**, the Housing and Redevelopment Authority of the City of Edina endorses the Developer's application for LIHTC and deferred financing as allocated by MHFA; and
- **BE IT FURTHER RESOLVED**, the Edina Housing and Redevelopment Authority shall provide, subject to the requirements and conditions of this Resolution and the TIF Act, a total of up to \$1,808,000 in tax increment financing in order to facilitate the financing of the Project. If MHFA funding is not approved by December 1, 2023, the Housing and Redevelopment Authority may rescind its financing commitment to the Project.

Dated: June 24, 2021	
Attest:	James B. Hovland, Chair
STATE OF MINNESOTA) COUNTY OF HENNEPIN) SS CITY OF EDINA)	
CERTIFICATE	OF EXECUTIVE DIRECTOR
Authority do hereby certify that the attached and	utive Director for the Edina Housing and Redevelopment foregoing Resolution was duly adopted by the Edina Housing and of June 24, 2021, and as recorded in the Minutes of said Regular
WITNESS my hand and seal of the City this	day of, 2021.
	Scott Neal, Executive Director



Edina Housing and Redevelopment Authority Established 1974

CITY OF EDINA

HOUSING & REDEVELOPMENT AUTHORITY

4801 West 50th Street Edina, MN 55424

www.edinamn.gov

Date: June 24, 2021 Agenda Item #: VII.B.

To: Chair & Commissioners of the Edina HRA

Item Type:

Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:

Subject: 5146 Eden Avenue - Redevelopment Discussion Discussion

ACTION REQUESTED:

No action required; for discussion only.

INTRODUCTION:

This item pertains to the vacant property owned by the Edina HRA at 5146 Eden Avenue. Staff requests that additional direction be provided on the desired outcomes of the site so that prospective operators can be effectively identified.

Information and examples will be presented for discussion among the HRA Board.

ATTACHMENTS:

5146 Eden - staff report 6-24-2021

Frauenshuh Presentation

STAFF REPORT



Housing and Redevelopment Authority
Established 1974

Date: June 24, 2021

To: Chair and Commissioners of Edina Housing & Redevelopment Authority

From: Bill Neuendorf, Economic Development Manager

Subject: 5146 Eden Avenue – Redevelopment Discussion

Information / Background:

City staff continues to work with Frauenshuh Companies to explore potential operators that could successfully activate the vacant property owned by the Edina HRA.

The site could be redeveloped to include a mid-rise senior co-operative and some type of restaurant/hospitality operator that creates a neighborhood destination that includes active use of indoor and outdoor green space. The senior co-op would likely be constructed on the southern portion of the site. The restaurant/hospitality/green space element would likely be constructed on the northern portion of the site. The overall site design would be seamless to provide convenience and welcoming experience.

The hospitality sector can be very nuanced. Some operators prefer to own land while others will lease. Some business models require visible surface parking while others can succeed with street parking. Hospitality operators can provide year-round, seasonal or temporary destinations, each creating unique and different types of activity in the space.

Several examples will be shown so that the HRA Board can discuss pros and cons of different types of operators.

Additional direction is requested so that the desired type of operators can be pursued and selected.

- What is the preferred type of hospitality operator?
- What type of real estate transaction is preferred?
- Which operational and maintenance arrangement is preferred?

STAFF REPORT Page 2

Discussion Outline

- 1) Potential Types of Users
 - a. Full service, casual, seasonal
 - b. Food trucks/vendors
 - c. Needs of various users (parking, deliveries, storage, etc)
- 2) Potential Real Estate Transactions for a Successful Business
 - a. Sell all or part
 - b. Land lease
 - c. Build-to-suit and lease
- 3) Operations & Maintenance
 - a. Operator maintains and programs all
 - b. City maintains and programs outdoor space
 - c. Operator, City & Business District shares in maintenance and programming
- 4) Conclusion
 - a. Options to eliminate
 - b. Preferred option

Dining and Hospitality - Themes and Concepts

Dynamic space
Dynamic menu
Dynamic experience
Indoor/Outdoor activation























June 24, 2021 Edina HRA Meeting

























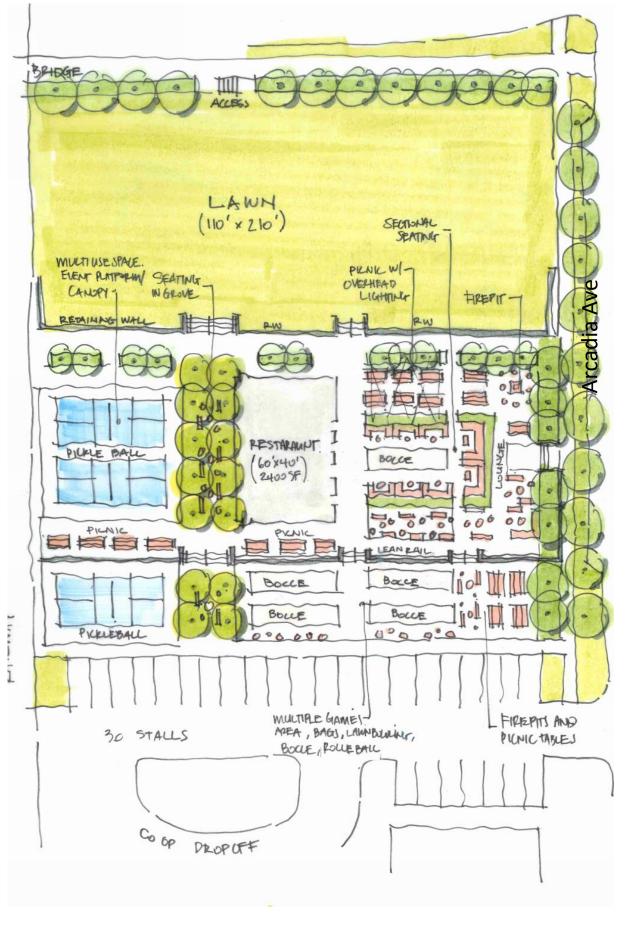


Multi-generational, multi-functional, all-seasons activation

North Parcel - Dining/Hospitality and Public Space

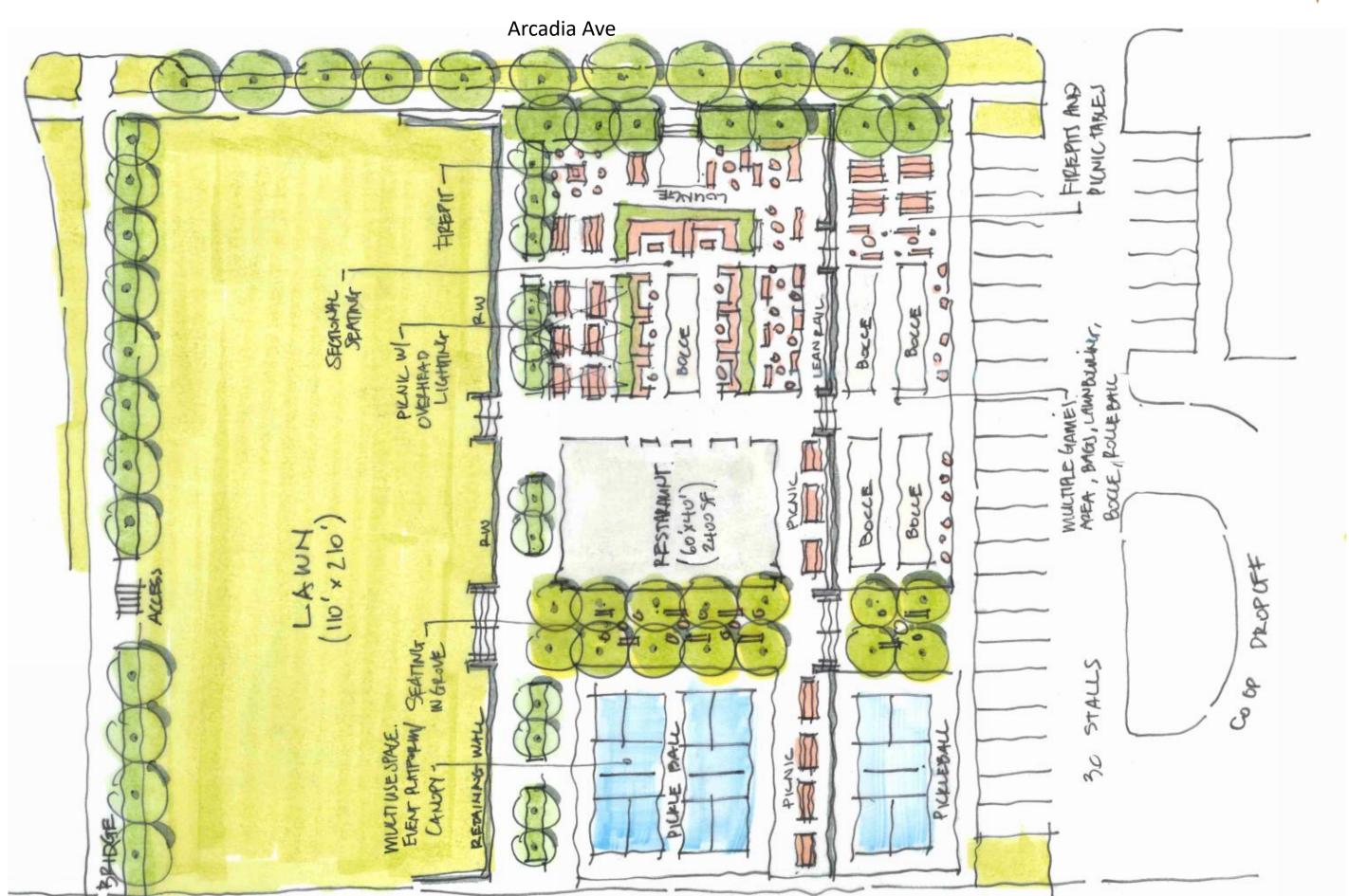






North Parcel - Dining/Hospitality and Public Space

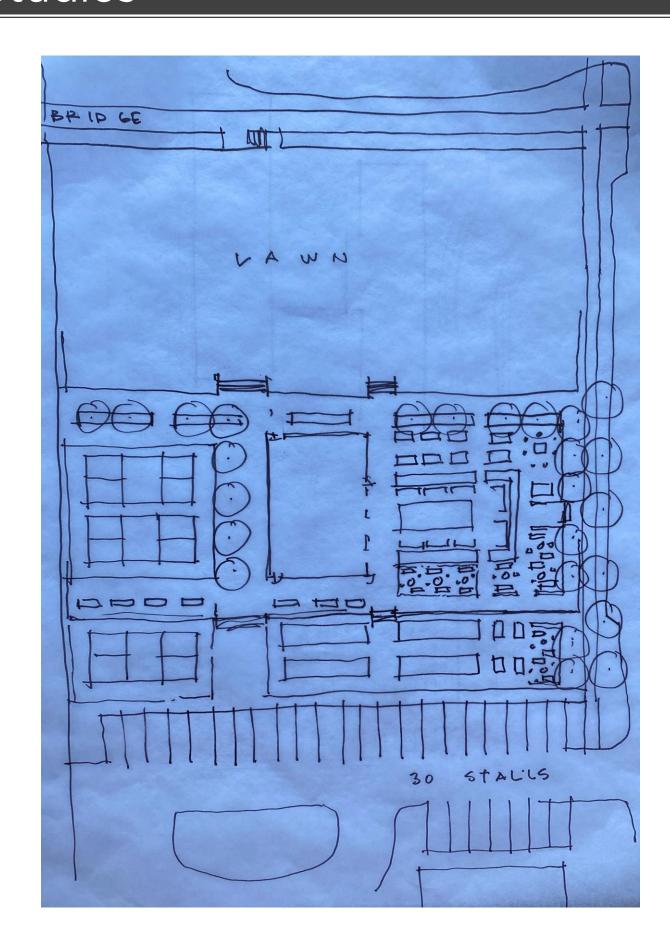




11000-10

North Parcel - Dining/Hospitality and Public Space - Sketch Studies









Edina Housing and Redevelopment Authority Established 1974

CITY OF EDINA

HOUSING & REDEVELOPMENT AUTHORITY

4801 West 50th Street Edina, MN 55424

www.edinamn.gov

Date: June 24, 2021 Agenda Item #: VIII.A.

To: Chair & Commissioners of the Edina HRA

Item Type:

Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:

Subject: 7001 France Ave - Project Update Information

ACTION REQUESTED:

No action required; for informational purposes only.

INTRODUCTION:

This item pertains to the redevelopment of commercial property at 70th and France. A staff memo is attached.

ATTACHMENTS:

Staff memo 6-24-2021

CITY OF EDINA

MEMO

Department Name

Phone 952-927-8861 • Fax 952-826-0390 • EdinaMN.gov



Housing and Redevelopment Authority

Established 1974

Date: June 21, 2021

To: Chair and Commissioners of the Housing and Redevelopment Authority

cc: Scott Neal

From: Bill Neuendorf, Economic Development Manager

Subject: 7001 France Avenue – Project Update

Over the last month, City staff has continued to engage with the developer to prepare a Term Sheet that outlines the potential use of Tax Increment Financing (TIF) for this transformational redevelopment project.

Based on the direction provided at the May 27, 2021 meeting, up to \$22 million in incremental taxes might be pledged to reimburse the developer for public benefits and extraordinary costs of the \$234 million project.

While, staff and developers had intended to present the Term Sheet at the June 24th meeting, the group has not yet reached full agreement on all terms. The ongoing escalation in construction material prices and uncertain delays in deliveries of some materials and equipment is impacting some of the details of the schedule and financial pro forma.

Staff expects to present a completed Term Sheet later this summer.

- END -



Edina Housing and Redevelopment Authority Established 1974

CITY OF EDINA

HOUSING & REDEVELOPMENT AUTHORITY

4801 West 50th Street Edina, MN 55424

www.edinamn.gov

Date: June 24, 2021 Agenda Item #: VIII.B.

To: Chair & Commissioners of the Edina HRA

Item Type:

Report / Recommendation

From: Bill Neuendorf, Economic Development Manager

Item Activity:

Subject: 4917 Eden Ave - Project Update Information

ACTION REQUESTED:

No action required; for informational purposes only.

INTRODUCTION:

This item pertains to the potential redevelopment of a commercial site and public improvements in the immediate area. A staff memo is attached.

ATTACHMENTS:

Staff memo 6-24-2021

CITY OF EDINA

MEMO

Department Name

Phone 952-927-8861 • Fax 952-826-0390 • EdinaMN.gov



Housing and Redevelopment Authority
Established 1974

Date: June 18, 2021

To: Chair and Commissioners of the Housing and Redevelopment Authority

cc: Scott Neal

From: Bill Neuendorf, Economic Development Manager

Subject: 4917 Eden Ave – Project Update

Staff has engaged Ehlers Associates to prepare estimates for the potential use of Tax Increment Financing (TIF) in relation to the future redevelopment of the Perkins site at 4917 Eden Ave. The existing facility has been evaluated and found to be eligible for inclusion in a future TIF District if agreeable to the City Council and Housing and Redevelopment Authority.

Based on the scale of the mixed-use project that recently secured preliminary zoning approval, Ehlers has provided the following estimates of the incremental property taxes that could be generated after the completion of the project. As a reminder, the incremental taxes are only the "new" taxes and do <u>not</u> include the "base" taxes. The "base" property taxes continue to be distributed to the City, School & County regardless of whether a TIF District is created.

Type of District	Duration of District	Incremental Taxes Generated*
Renewal	16 years	\$6.0 to \$7.0 million
Redevelopment	26 years	\$8.2 to \$9.5 million

^{*} Present Value of annual incremental property taxes created by 206 apartments (90% market rate and 10% affordable at 50% AMI level) and 3,000 Sq Ft commercial tenant

Redevelopment of the aging commercial site will require that the developer incur several expenses that are eligible for TIF financing according to Minnesota Statute. The City of Edina has traditionally used TIF to a lesser extent than allowed by State Law. In Edina, the use of TIF is generally tied to public benefits that can be derived from the completed project.

In this project, public benefits that could potentially be delivered include:

- Land for future public roadway and infrastructure
- Public plaza with public art and other streetscape elements
- Nearby public infrastructure improvements, including utilities and transportation elements
- Affordable housing units

After the developer submits a formal application, staff will evaluate the request and provide a funding recommendation to the HRA Board for consideration.

Additionally, City engineering department is working on a study of nearby transportation improvements that would address the concerns that were expressed during the zoning approval process. Staff will evaluate which of those future improvements could be funded with incremental property taxes generated from this site. Updates will be provided in late summer.

-